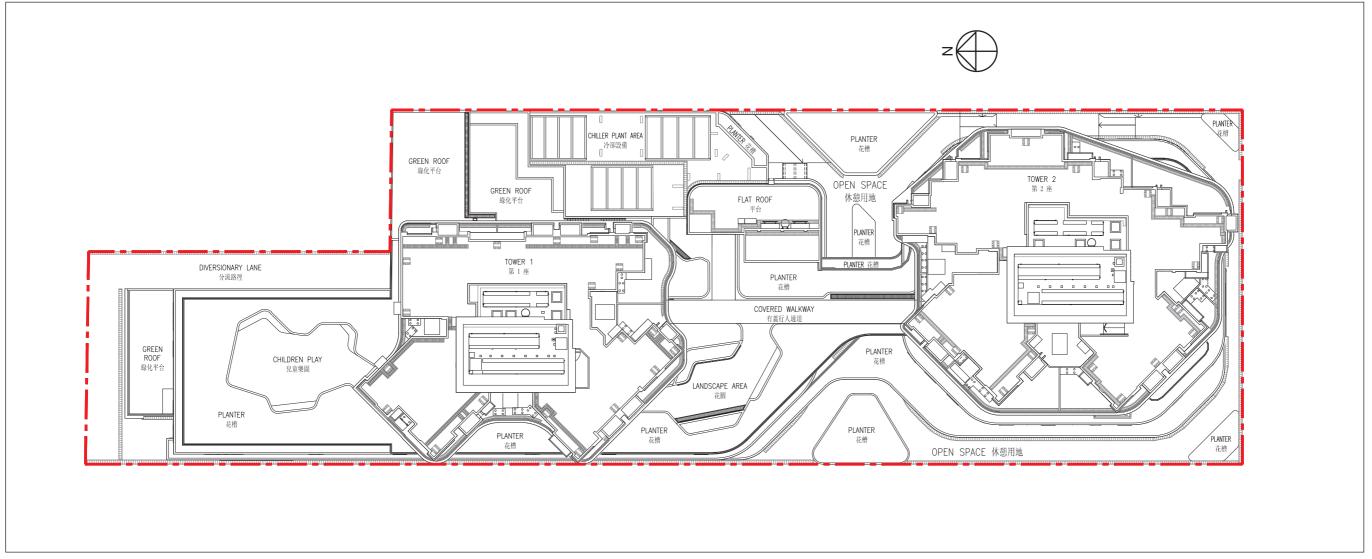
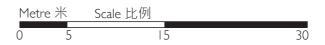
LAYOUT PLAN OF THE DEVELOPMENT

發展項目的布局圖



Development Site Boundary 發展項目邊界

The estimated date of completion of the buildings and facilities, as provided by the Authorized Person for the Development is 30 August 2019. 由發展項目的認可人士提供的建築物及設施的預計落成日期為:2019年8月30日



Notes 附註:

公用地方。

- 1. The layout of the residential towers of the Development shown in the plan is based on the layout applicable to Roof floor. 圖中所示之發展項目住宅大樓布局參照適用於天台之布局。
- 2. According to the Urban Renewal Authority Chun Tin Street / Sung Chi Street Development Scheme Plan No.S/K9/URA1/2, Chun Tin Street adjacent to the Development will be permanently closed. Please refer to the "Relevant Information" section of this Sales Brochure for further details.
 根據市區重建局春田街/崇志街發展計劃圖編號S/K9/URA1/2,毗鄰發展項目的春田街將會永久封閉。有關詳情請參閱本售樓説明書「有關資料」一節。
- 3. The Open Space belongs to part of the Commercial Accommodation and part of the Commercial Common Areas and shall be maintained by the Owners of the Commercial Accommodation at their own cost and expense. However, under the latest draft of Deed of Mutual Covenant of the Development, all members of the public shall have the right during such reasonable times to be determined by the Owner(s) of the Open Space forming part of the Commercial Accommodation to have access and to use and enjoy the Open Space on the Ground Floor of the Development for all lawful purposes free of charge, and the Owners of the residential properties and their bona fide guests, visitors or invitees shall have the right (in common with all other persons having the like right) to go pass and repass over and along the Open Space for the purpose of access to and from the Residential Common Areas and the Development Common Areas of the Development.

 圖中所示之「休憩用地」屬於發展項目商用部分及商用公用地方,由商用部分的業主自費保養和維修。惟根據發展項目公契的最新擬稿,所有公眾人士有權在構成商用部分一部分的「休憩用地」的業主所決定的合理時間內免費進入、使用及享用發展項目地下的「休憩用地」而作一切合法用途,而住宅物業的業主及其真正賓客、訪客或被邀請人有權(與具有相似權利的所有其他人士共同)行經「休憩用地」以進出發展項目的住宅公用地方及發展項目

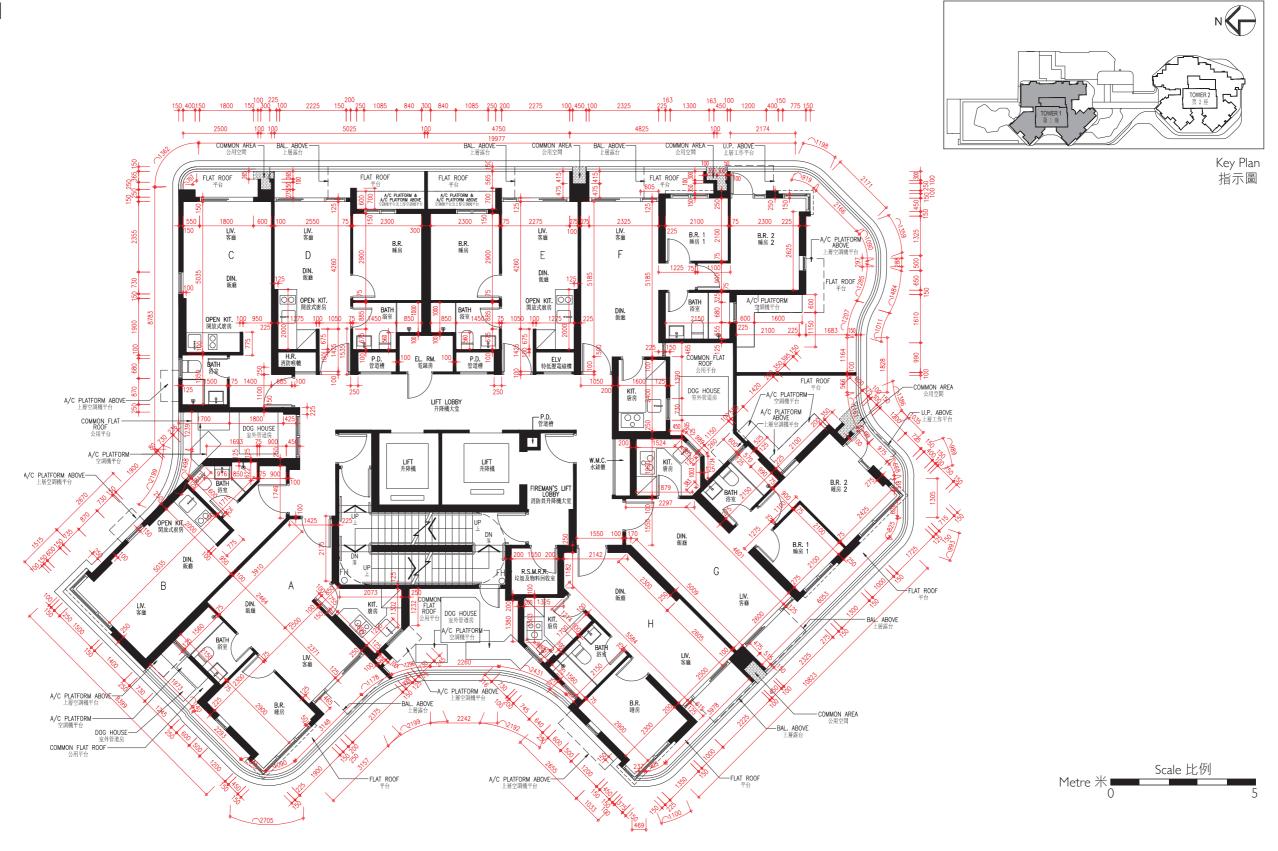
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

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

A/C PLATFORM = AIR CONDITIONING PLATFORM 空調機平台	EL. RM. = ELECTRIC ROOM 電錶房
A/C PLATFORM ABOVE = AIR CONDITIONING PLATFORM ABOVE 上層空調機平台	H.R. = HOSE REEL 消防喉轆
BAL. = BALCONY 露台	KIT. = KITCHEN 廚房
BAL. ABOVE = BALCONY 上層露台	LIV. = LIVING ROOM 客廳
B.R. = BEDROOM 睡房	OPEN KIT. = OPEN KITCHEN 開放式廚房
B.R.I = BEDROOM I 睡房1	P.D. = PIPE DUCT 管道槽
B.R.2 = BEDROOM 2 睡房2	R.S.M.R.R. = REFUSE STORAGE AND MATERIAL RECOVERY ROOM 垃圾及物料回收室
B.R.3 = BEDROOM 3 睡房3	U.P.= UTILITY PLATFORM 工作平台
BATH = BATHROOM 浴室	U.P. ABOVE = UTILITY PLATFORM ABOVE 上層工作平台
DIN. = DINING ROOM 飯廳	UP = UP 上
DN = DOWN 落	W.M.C. = WATER METER CABINET 水錶櫃
ELV = EXTRA-LOW VOLTAGE CABLE DUCT 特低壓電線槽	

TOWER 1 5/F 第1座 五樓



TOWER 1 5/F 第1座 五樓

Floor 樓層	Flat 單位	Thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor to floor height (mm) of each residential property 每個住宅物業的層與層之間的高度(毫米)
	А	200	3,150
	В	200	3,150
	С	200	3,150
5/F	D	150	3,150
五樓	E	150	3,150
	F	150, 175	3,150
	G	150, 200	3,150
	Н	150	3,150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

(Note: This statement required in Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.) (附註:此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目)

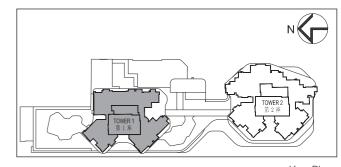
Remarks applicable to floor plans of this section:

- 1. The dimensions in the floor plans are all in millimetre.
- 2. Please refer to page 19 of this sales brochure for legend of the terms and abbreviations shown in the floor plans.
- 3. There are sunken slabs for mechanical and electrical services and/or ceiling bulkheads for the air-conditioning installation and/ or mechanical and electrical services at some residential properties.
- 4. 4/F, 14/F, 24/F and 34/F are omitted.

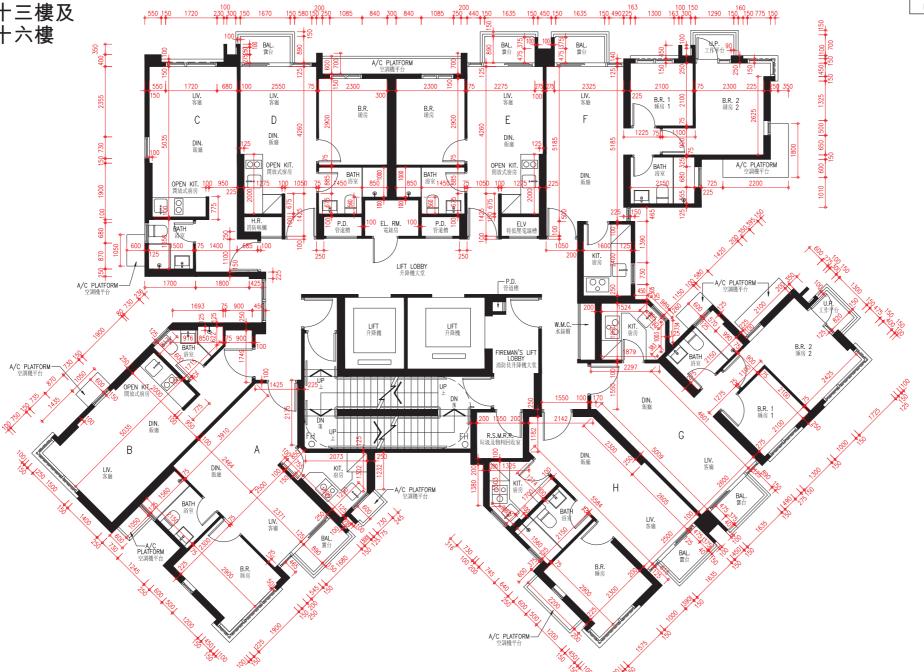
適用於本節各樓面平面圖之備註:

- 1. 樓面平面圖所列之所有尺寸均以毫米標示。
- 2. 樓面平面圖中顯示之名詞及簡稱請參閱本售樓説明書第19頁。
- 3. 部分住宅物業有用以安裝機電設備的跌級樓板及/或用以安裝空調裝備及/或其他機電設備的假天花。
- 4. 不設四樓、十四樓、二十四樓及三十四樓。

TOWER 1 6/F-I3/F, I5/F-23/F, 25/F-33/F & 35/F-36/F 第1座 六樓至十三樓、 十五樓至二十三樓、 二十五樓至三十三樓及 三十五樓至三十六樓



Key Plan 指示圖





FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1 6/F-13/F, 15/F-23/F, 25/F-33/F & 35/F-36/F 第1座 六樓至十三樓、十五樓至二十三樓、 二十五樓至三十三樓及 三十五樓至三十六樓

Floor 樓層	Flat 單位	Thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥)的厚度 (毫米)	The floor to floor height (mm) of each residential property 每個住宅物業的層與層之間的高度(毫米)
	А	150, 200	3,150
	В	200	3,150
6/F-13/F, 15/F-23/F, 25/F-33/F & 35/F	С	200	3,150
六樓至十三樓、	D	150	3,150
十五樓至二十三樓、	Е	150	3,150
二十五樓至三十三樓及 三十五樓	F	150, 175	3,150
	G	150, 200	3,150
	Н	150	3,150
	А	200	3,400
	В	200	3,400
	С	200	3,400
36/F	D	200	3,400
三十六樓	Е	200	3,400
	F	200	3,400
	G	200	3,400
	Н	200	3,400

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

(Note: This statement required in Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.)

(附註:此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目)

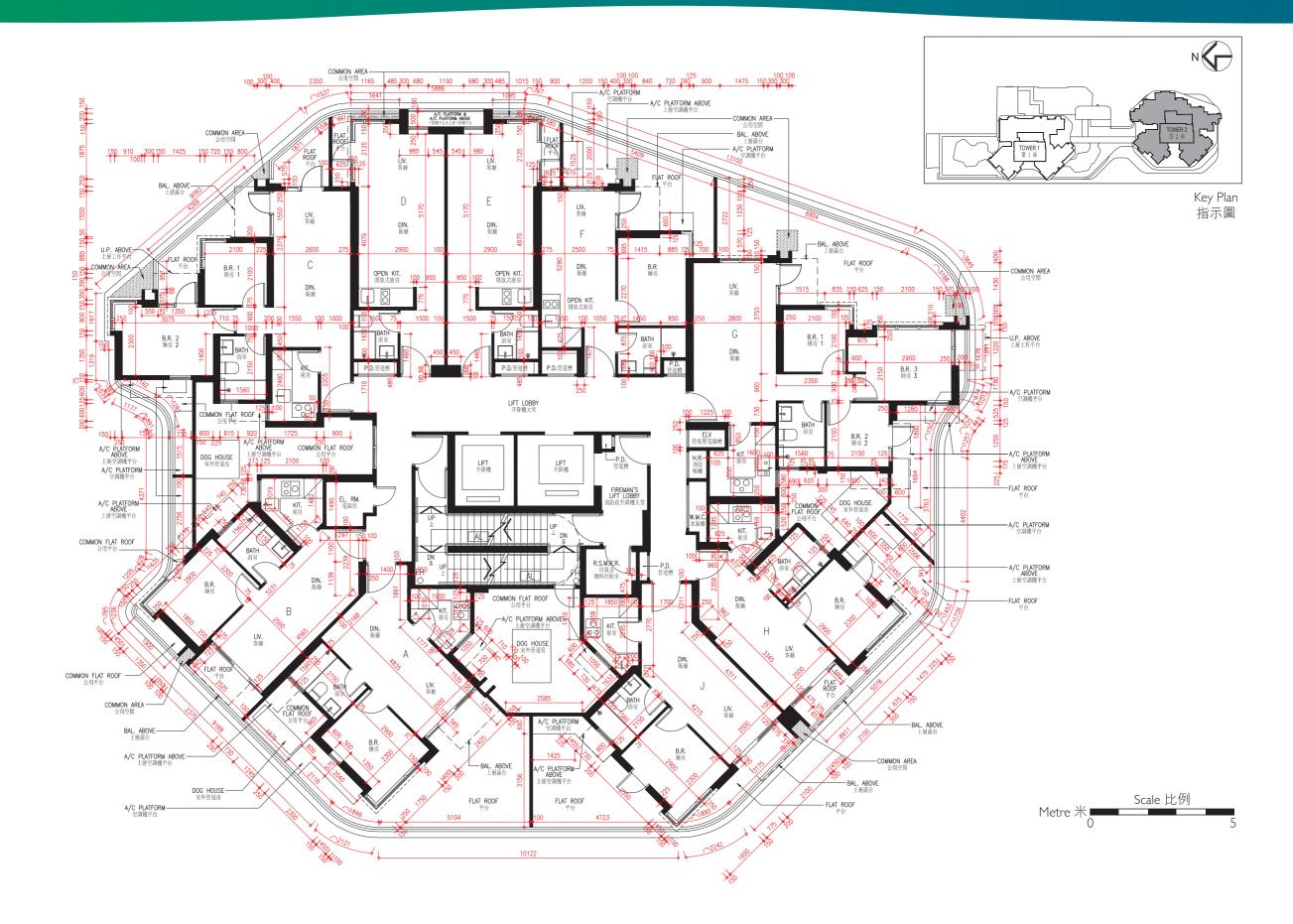
Remarks applicable to floor plans of this section:

- 1. The dimensions in the floor plans are all in millimetre.
- 2. Please refer to page 19 of this sales brochure for legend of the terms and abbreviations shown in the floor plans.
- 3. There are sunken slabs for mechanical and electrical services and/or ceiling bulkheads for the air-conditioning installation and/or mechanical and electrical services at some residential properties.
- 4. 4/F, 14/F, 24/F and 34/F are omitted.

適用於本節各樓面平面圖之備註:

- 1. 樓面平面圖所列之所有尺寸均以毫米標示。
- 2. 樓面平面圖中顯示之名詞及簡稱請參閱本售樓説明書第19頁。
- 3. 部分住宅物業有用以安裝機電設備的跌級樓板及/或用以安裝空調裝備及/或其他機電設備的假天花。
- 4. 不設四樓、十四樓、二十四樓及三十四樓。

TOWER 2 5/F 第2座 五樓



TOWER 2 5/F 第2座 五樓

Floor 樓層	Flat 單位	Thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor to floor height (mm) of each residential property 每個住宅物業的層與層之間的高度(毫米)
	А	150	3,150
	В	150	3,150
	С	150	3,150
	D	150	3,150
5/F 五樓	Е	150	3,150
11 K	F	150	3,150
	G	150	3,150
	Н	150, 200	3,150
	J	150, 200	3,150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

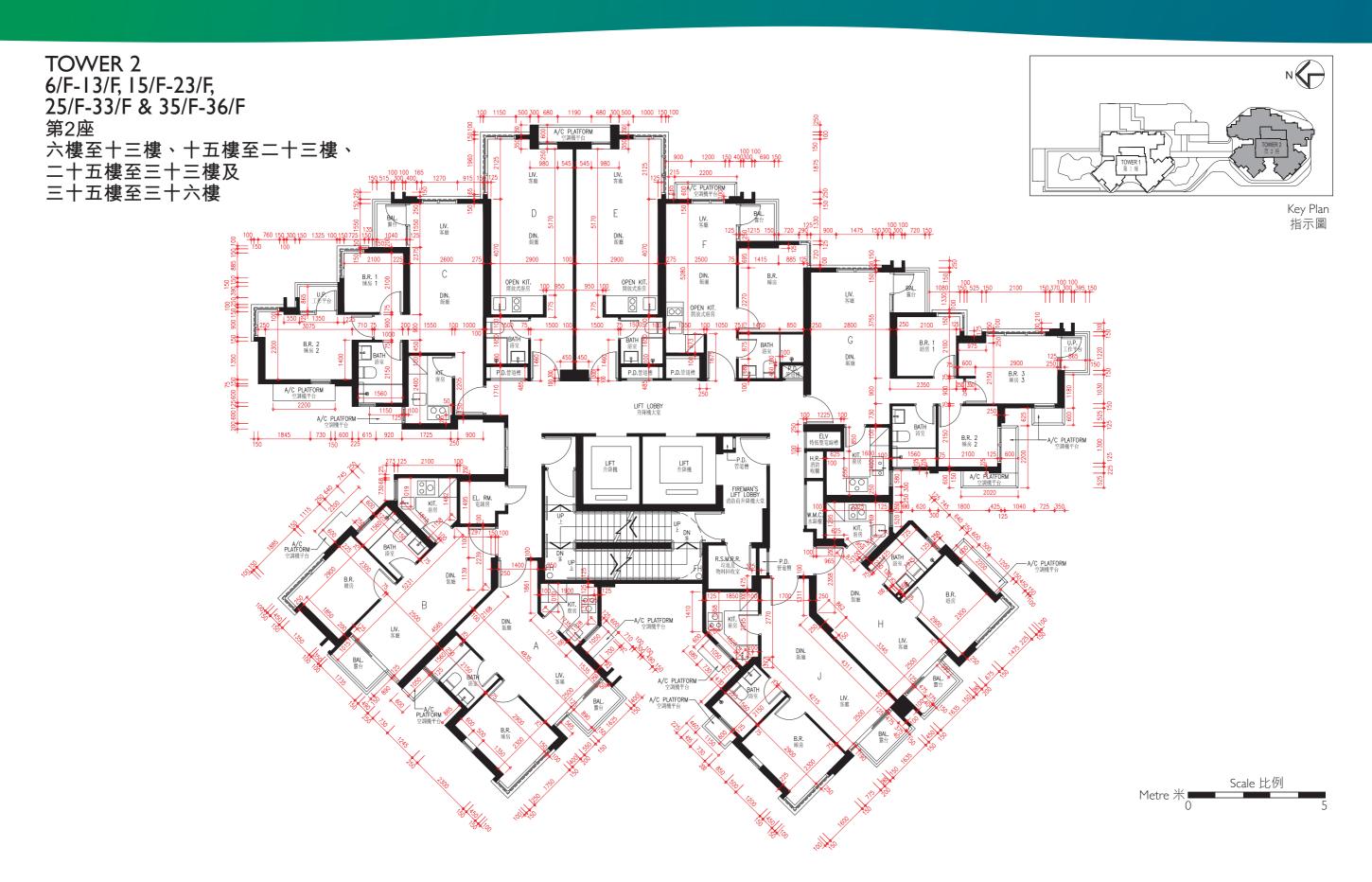
(Note: This statement required in Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.) (附註:此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目)

Remarks applicable to floor plans of this section:

- 1. The dimensions in the floor plans are all in millimetre.
- 2. Please refer to page 19 of this sales brochure for legend of the terms and abbreviations shown in the floor plans.
- 3. There are sunken slabs for mechanical and electrical services and/or ceiling bulkheads for the air-conditioning installation and/ or mechanical and electrical services at some residential properties.
- 4. 4/F, 14/F, 24/F and 34/F are omitted.

適用於本節各樓面平面圖之備註:

- 1. 樓面平面圖所列之所有尺寸均以毫米標示。
- 2. 樓面平面圖中顯示之名詞及簡稱請參閱本售樓説明書第19頁。
- 3. 部分住宅物業有用以安裝機電設備的跌級樓板及/或用以安裝空調裝備及/或其他機電設備的假天花。
- 4. 不設四樓、十四樓、二十四樓及三十四樓。



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2 6/F-13/F, 15/F-23/F, 25/F-33/F & 35/F-36/F 第2座 六樓至十三樓、十五樓至二十三樓、 二十五樓至三十三樓及 三十五樓至三十六樓

Floor 樓層	Flat 單位	Thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor to floor height (mm) of each residential property 每個住宅物業的層與層之間的高度(毫米)
	А	150	3,150
	В	150	3,150
6/F-13/F, 15/F-23/F,	С	150	3,150
25/F-33/F & 35/F	D	150	3,150
六樓至十三樓、 十五樓至二十三樓、	Е	150	3,150
二十五樓至三十三樓及	F	150	3,150
三十五樓	G	150	3,150
	Н	150, 200	3,150
	J	150, 200	3,150
	А	200	3,400
	В	200	3,400
	С	200	3,400
	D	200	3,400
36/F 三十六樓	Е	200	3,400
	F	200	3,400
	G	200	3,400
	Н	200	3,400
	J	200	3,400

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

(Note: This statement required in Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.) (附註:此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目)

Remarks applicable to floor plans of this section:

- 1. The dimensions in the floor plans are all in millimetre.
- 2. Please refer to page 19 of this sales brochure for legend of the terms and abbreviations shown in the floor plans.
- 3. There are sunken slabs for mechanical and electrical services and/or ceiling bulkheads for the air-conditioning installation and/or mechanical and electrical services at some residential properties.
- 4. 4/F, 14/F, 24/F and 34/F are omitted.

適用於本節各樓面平面圖之備註:

- 1. 樓面平面圖所列之所有尺寸均以毫米標示。
- 2. 樓面平面圖中顯示之名詞及簡稱請參閱本售樓説明書第19頁。
- 3. 部分住宅物業有用以安裝機電設備的跌級樓板及/或用以安裝空調裝備及/或其他機電設備的假天花。
- 4. 不設四樓、十四樓、二十四樓及三十四樓。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Resider	Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)		Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq.m. (sq.ft.) 平方米 (平方呎)								
Block Name 大廈 名稱	Floor 樓層	Unit 單位	實用面積 (包括露台,	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
		А	35.522 (382) Balcony 露台 : Utility Platform 工作平台 :				3.866 (42)						
		В	25.545 (275) Balcony 露台 : Utility Platform 工作平台 :										
		С	24.245 (261) Balcony 露台 : Utility Platform 工作平台 :				1.979 (21)						
Tower 1	5/F	D	26.067 (281) Balcony 露台: Utility Platform 工作平台:				3.895 (42)						
第1座	五樓	Е	26.172 (282) Balcony 露台 : Utility Platform 工作平台 :				3.65 l (39)						
		F	41.331 (445) Balcony 露台 : Utility Platform 工作平台 :				20.788 (224)						
		G	41.700 (449) Balcony 露台 : Utility Platform 工作平台 :				14.777 (159)						
		Н	32.612 (351) Balcony 露台 : Utility Platform 工作平台 :				3.233 (35)						

The saleable area of each residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance. 每個住宅物業的實用面積以及露台、工作平台或陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內)是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. The areas as specified above in square feet are converted from the area in square metre at a rate of I square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres. 上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。
- 2. There is no verandah in the residential properties of the Development. 發展項目住宅物業並無陽台。
- 3. 4/F, 14/F, 24/F and 34/F are omitted. 不設四樓、十四樓、二十四樓及三十四樓。

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

Reside	Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq.m. (sq.ft.) 平方米 (平方呎)									
Block Name 大廈 名稱	Floor 樓層	Unit 單位	一 工作平台及陽台(加有))	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
		А	37.525 (404) Balcony 露台:2.003 (22) Utility Platform 工作平台:										
	6/F-13/F, 15/F-23/F,	В	25.545 (275) Balcony 露台: Utility Platform 工作平台:										
	25/F-33/F & 35/F-36/F	С	24.245 (261) Balcony 露台: Utility Platform 工作平台:										
Tower 1	六樓 至 十三樓、	D	28.075 (302) Balcony 露台:2.008 (22) Utility Platform 工作平台:										
第1座	十五樓 至 二十三樓、 二十五樓	Е	28.173 (303) Balcony 露台:2.001 (22) Utility Platform 工作平台:										
	至 三十三樓 及	F	44.834 (483) Balcony 露台:2.001 (22) Utility Platform 工作平台:1.502 (16)										
	三十五樓 至 三十六樓	G	45.168 (486) Balcony 露台:2.001 (22) Utility Platform 工作平台:1.503 (16)										
		Н	34.578 (372) Balcony 露台:2.001 (22) Utility Platform 工作平台:										

The saleable area of each residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance. 每個住宅物業的實用面積以及露台、工作平台或陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內)是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. The areas as specified above in square feet are converted from the area in square metre at a rate of I square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres. 上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。
- 2. There is no verandah in the residential properties of the Development. 發展項目住宅物業並無陽台。
- 3. 4/F, 14/F, 24/F and 34/F are omitted. 不設四樓、十四樓、二十四樓及三十四樓。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Reside	Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq.m. (sq.ft.)		Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq.m. (sq.ft.) 平方米 (平方呎)									
Block Name 大廈 名稱	Floor 樓層	Unit 單位	實用面積 (包括露台,	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	
		А	31.955 (344) Balcony 露台 : Utility Platform 工作平台 :				17.925 (193)							
		В	32.217 (347) Balcony 露台 : Utility Platform 工作平台 :				2.664 (29)							
		С	43.604 (469) Balcony 露台 : Utility Platform 工作平台 :				8.870 (95)							
		D	26.396 (284) Balcony 露台 : Utility Platform 工作平台 :				1.523 (16)							
Tower 2 第2座	5/F 五樓	Е	26.415 (284) Balcony 露台 : Utility Platform 工作平台 :				1.425 (15)							
		F	27.893 (300) Balcony 露台 : Utility Platform 工作平台 :				9.243 (99)							
		G	49.849 (537) Balcony 露台 : Utility Platform 工作平台 :				24.814 (267)							
		Н	30.725 (331) Balcony 露台 : Utility Platform 工作平台 :				7.553 (81)							
		J	33.133 (357) Balcony 露台 : Utility Platform 工作平台 :				14.218 (153)							

The saleable area of each residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance. 每個住宅物業的實用面積以及露台、工作平台或陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內)是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. The areas as specified above in square feet are converted from the area in square metre at a rate of I square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres. 上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。
- 2. There is no verandah in the residential properties of the Development. 發展項目住宅物業並無陽台。
- 3. 4/F, 14/F, 24/F and 34/F are omitted. 不設四樓、十四樓、二十四樓及三十四樓。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Resider	Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any)		Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq.m. (sq.ft.) 平方米 (平方呎)								
Block Name 大廈 名稱	Floor 樓層	Unit 單位	工作亚马及隐马 /加右\\	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
		А	33.957 (366) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 :										
	6/F-13/F,	В	34.22 I (368) Balcony 露台 : 2.004 (22) Utility Platform 工作平台 :										
	15/F-23/F, 25/F-33/F & 35/F-36/F	С	47.113 (507) Balcony 露台 : 2.005 (22) Utility Platform 工作平台 : 1.504 (16)										
Tower 2	六樓 至 十三樓、	D	26.396 (284) Balcony 露台 : Utility Platform 工作平台 :										
第2座	十五樓 至 二十三樓、 二十五樓	Е	26.415 (284) Balcony 露台 : Utility Platform 工作平台 :										
	—T五樓 至 三十三樓 及	F	29.894 (322) Balcony 露台 : 2.001 (22) Utility Platform 工作平台 :										
	三十五樓至二十六樓	G	53.361 (574) Balcony 露台 : 2.007 (22) Utility Platform 工作平台 : 1.505 (16)										
		Н	32.690 (352) Balcony 露台 : 2.001 (22) Utility Platform 工作平台 :										
		J	35.098 (378) Balcony 露台 : 2.001 (22) Utility Platform 工作平台 :										

The saleable area of each residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance. 每個住宅物業的實用面積以及露台、工作平台或陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內)是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. The areas as specified above in square feet are converted from the area in square metre at a rate of I square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres. 上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。
- 2. There is no verandah in the residential properties of the Development. 發展項目住宅物業並無陽台。
- 4/F, I 4/F, 24/F and 34/F are omitted.
 不設四樓、十四樓、二十四樓及三十四樓。

FLOOR PLAN OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

BASEMENT PLAN

地庫平面圖







Development Site Boundary 發展項目邊界

Number, Dimensions and Area of Parking Spaces on Basement 地庫停車位的數目、尺寸及面積

Category of Parking Space 車位類別	Number 數目	Dimensions (Length×Width) (metre) 尺寸 (長x闊) (米)	Area Per Parking Space (sq.m.) 每個停車位面積 (平方米)
Residential Parking Space 住客停車位	22	5 × 2.5	12.50
Accessible Parking Space 暢通易達停車位	1	5 × 3.5	17.50
Motor Cycle Parking Space 電單車停車位	2	2.4 × 1	2.40
Commerical Parking Space 商業停車位	6	5 × 2.5	12.50

FLOOR PLAN OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

GROUND FLOOR PLAN

地下平面圖







Development Site Boundary 發展項目邊界

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

Category of Parking Space 車位類別	Parking Space Number 停車位編號	Number 數目	Dimensions (Length × Width) (metre) 尺寸 (長x闊) (米)	Area Per Parking Space (sq.m.) 每個停車位面積 (平方米)
Commerical Loading and Unloading Space 商業上落貨車車位	L-1	1	II × 3.5	38.50
Commerical Loading and Unloading Space 商業上落貨車車位	L-2, L-5	2	7 × 3.5	24.50
Residential Loading and Unloading Space 住客上落貨車車位	L-3 - L-4	2	7 × 3.5	24.50

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

- 1. A preliminary deposit of 5% is payable on the signing of the Preliminary Agreement for Sale and Purchase ("the Preliminary Agreement'').
- 2. The preliminary deposit paid by the Purchaser on the signing of the Preliminary Agreement will be held by a firm of solicitors 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。 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 the Preliminary Agreement:
 - (a) the Preliminary Agreement is terminated;
 - (b) the preliminary deposit is forfeited; and
 - (c) the owner does not have any further claim against the Purchaser for the failure.

- 1. 在簽署臨時買賣合約("該臨時合約")時須支付款額為5%的臨時訂金。
- 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. Common Parts of the Development

- 1. "Common Areas" means the Development Common Areas, the Common Areas, the Residential Common Areas and the Car Park Common Areas.
- 2. "Common Facilities" means the Development Common Facilities, the Commercial Common Facilities, the Residential Common Facilities and the Car Park Common Facilities.
- 3. "Car Park Common Areas" means those parts of the Lot (as defined in the Deed of Mutual Covenant ("DMC")) and the Development (as defined in the DMC) (excluding those parking spaces shown and delineated on the car park layout plan approved by the Building Authority) and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for the common use and benefit of the Owners (as defined in the DMC) of the Car Parks (as defined in the DMC) (which do not form part of the Units (as defined in the DMC), the Development Common Areas, the Commercial Common Areas or the Residential Common Areas) and not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Car Park and shall include but not limited to driveways, access areas, circulation passages, car lift shafts, staircases and landings, corridors, exhaust fan room, lift machine room, electrical room, hose reel, intake fan room, air duct, exhaust air duct and smoke vent outlet. The Car Park Common Areas are for the purpose of identification shown and coloured green on the plans (certified as to their accuracy by the Authorized Person (as defined in the DMC)) annexed to the DMC.
- 4. "Car Park Common Facilities" means those facilities and ancillary equipment for the common use and benefit of the Car Parks but not other parts of the Development and not for the use and benefit of a particular Car Park exclusively and shall include but not limited to lighting, petrol interceptor, plumbing and drainage system, fire services equipment and installation, car lifts, electrical and mechanical installation, plant and machinery, mechanical ventilation system and security system but excluding the Development Common Facilities, the Commercial Common Facilities, the Residential Common Facilities and the Non-Common EV Facilities (as defined in the Fourth Schedule to the DMC).
- 5. "Commercial Common Areas" means those parts of the Lot and the Development and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for the common use and benefit of the Owner(s) of the Commercial Accommodation (as defined in the DMC) and not otherwise specifically assigned to or for the exclusive use of the Owner of a particular part of the Commercial

- Accommodation (which do not form part of the Units, the Development Common Areas, the Residential Common Areas or the Car Park Common Areas) and shall include but not limited to:
- (a) parts of the Open Space (as defined in the DMC) as for identification purpose only shown and coloured pink hatched black on the Ground Floor Plan (certified as to its accuracy by the Authorized Person) annexed to the DMC;
- (b) the loading and unloading spaces on the Ground Floor provided pursuant to Special Condition No.(25)(a) (iii) of the Government Grant designed or intended to be used for the loading and unloading of goods vehicles in connection with the Commercial Accommodation by the Owner(s) thereof and numbered "L-1", "L-2" and "L-5" as shown on the Ground Floor Plan annexed to the DMC:
- (c) planters and portions of the Greenery Area;
- (d) parts of the External Walls of the Development as for identification purpose only shown and coloured pink on the Elevation Plan (certified as to its accuracy by the Authorized Person) annexed to the DMC; and
- (e) those parts of the Commercial Accommodation to be designated under the Sub-Deed (as defined in the DMC) intended for the common use and benefit of the Owner(s) of the Commercial Accommodation.

The Commercial Common Areas are for the purpose of identification shown and coloured pink and pink hatched black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

- 6. "Commercial Common Facilities" means those facilities and equipment ancillary to the Commercial Common Areas for the common use and benefit of the Owner(s) of the Commercial Accommodation and not for the use and benefit of a particular part of the Commercial Accommodation exclusively including, but not limited to, vertical green as for the purpose of identification shown in green dotted lines and marked "VG1", "VG2", "VG5" and "VG6" on the Greenery Area Plan (G/F) and "VG7" on the Greenery Area Plan (1/F) (certified as to their accuracy by the Authorized Person) annexed to the DMC, plumbing and drainage system, water tanks, lightings, ducts, pipes, wires, cables, plant and machinery, mechanical and electrical installations and fire services equipment and installation and those facilities and ancillary equipment to be designated under the Sub-Deed intended for the common use and benefit of the Owner(s) of the Commercial Accommodation.
- 7. "Development Common Areas" means the whole of the Lot and the Development which are not otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, the Commercial Common Areas, the Residential Common Areas or the Car Park Common Areas) and shall include but not limited to:-

- (a) the Diversionary Lane (as defined in the DMC);
- (b) load bearing walls, structural walls, foundations, columns, beams and floor slabs of the Development (which do not form part of the Units, the Commercial Common Areas, the Residential Common Areas or the Car Park Common Areas);
- (c) parts of the External Walls of the Development from the Ground Floor to the Third Floor as for identification purpose only shown and coloured yellow on the Elevation Plan (certified as to its accuracy by the Authorized Person) annexed to the DMC;
- (d) enclosing walls of the Development Common Areas (but in the case of such enclosing walls adjoining any Unit(s), excluding the plaster and covering of the internal surface of such enclosing walls within the relevant Unit(s));
- (e) such part of the Slope and Retaining Structures (as defined in the DMC) (if any) within the Lot;
- (f) portions of the Greenery Area, rainwater harvesting and grey water recycling plant room, water meter cabinets, the Disabled Parking Space (as defined in the DMC), the Owners' Committee Room (as defined in the DMC), fire services and sprinkler water pump and tank room, master water meter room, staircases and landings, refuse storage and material recovery room, transformer room cable riser duct, pipe ducts, gas control valve room, fan room, part of guard room, hose reels, electrical rooms, extra low voltage room, sprinkler control valve room, fire services pipe ducts, fire services inlets, transformer room, covered landscape, main switch room, genset room, fuel tank room and concrete plinths for lightning poles;

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner (which do not form part of the Units, the Commercial Common Areas, the Residential Common Areas or the Car Park Common Areas). The Development Common Areas are for the purpose of identification shown and coloured yellow, yellow hatched black and yellow stippled black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

8. "Development Common Facilities" means :

(a) such of fire service control, master meter, main switch, telecommunication broadcasting equipment, air-conditioning system, sprinkler reinforced concrete water tank, fire services reinforced concrete water tank, greywater storage tank, contact aeration tank, buffer tank, influent rainwater collection tank, treated mixing tank, fuel tank, the surface channel with cover, fire alarm system, fire hydrant/hose reel system, drains, pipes, gutters, wells (if any), sewers, wires and cables, electrical generator, aerial broadcast distribution facilities, telecommunications network facilities, TV antennae, plant and machinery, vertical green as for

- the purpose of identification shown in green dotted lines and marked "VG3" and "VG 4" on the Greenery Area Plan (G/F) (certified as to its accuracy by the Authorized Person) annexed to the DMC, lightning poles, mechanical ventilation system, electrical and mechanical installation servicing the Development Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and the Development through which water, sewage, electricity and any other services are supplied to the Lot and the Development or any part or parts thereof which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (b) lighting including facade lighting within the Development which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (c) automatic sprinkler system, fire detection and alarm system and fire hydrant and hose reel system within the Development which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (d) burglar alarm, metal gate, manned gate, drop-gate and security system(s) (if any) which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (e) such installations and facilities for supply of electricity to the Disabled Parking Space for charging of motor vehicle:
- (f) the Lane Facilities (as defined in the DMC);

and other facilities and systems for the common use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit exclusively. For avoidance of doubt, the term "Development Common Facilities" shall not include those facilities, equipment and other like structures forming part of the Commercial Common Facilities, the Residential Common Facilities or the Car Park Common Facilities.

- 9. "Residential Common Areas" means those parts of the Lot and the Development designed or intended for the common use and benefit of the Owners of the Residential Units (as defined in the DMC) and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit (which do not form part of the Units, the Development Common Areas, the Commercial Common Areas or the Car Park Common Areas) and shall include but not limited to:
 - (a) the Recreational Areas;
 - (b) office accommodation for watchman, planters, covered landscape, shuttle lift lobbies, lift lobbies (including wider lift lobbies), lift shafts, lift pit, pipe ducts, loading and unloading spaces on the Ground Floor provided pursuant to Special Condition No.(25)(a)(ii) of the Government Grant and numbered "L-3" and "L-4" as shown on the Ground Floor Plan annexed to

the DMC, corridors (including wider lift lobby and common corridors), staircases and landings, telecommunications and broadcasting rooms, fire services water meter cabinets, water meter cabinets, fire services and sprinkler water pump and tank room, fresh and flush water pump room, electrical rooms, fire services pipe ducts, electrical ducts, variable refrigerant volume rooms, main switch room, flat roofs, the Storage (as defined in the DMC), laundry room, air-conditioning platforms, refuse storage and material recovery rooms, extra low voltage rooms, hose reels, water meter rooms, potable and flushing water pump rooms, communal antenna broadcast distribution cabinets, lift machine rooms, top roofs, portions of the Greenery Area:

- (c) parts of the External Walls of the Development from the Ground Floor to the Third Floor as for identification purpose only shown and coloured brown on the Elevation Plan (certified as to its accuracy by the Authorized Person) annexed to the DMC;
- (d) External Walls above the Third Floor up to the top roof of the Development;
- (e) enclosing walls of the Residential Common Areas (but in the case of such enclosing walls adjoining any Unit(s), excluding the plaster and covering of the internal surface of such enclosing walls within the relevant Unit(s));
- (f) structural walls, partitions, columns, beams, floor slabs and other structural elements and supports of or within Residential Units or any of them;
- (g) concrete plinths for photovoltaics (PV) panels on the top roofs of Tower 1 and Tower 2;

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for the common use and benefit of the Owners of the Residential Units and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit. The Residential Common Areas are for the purpose of identification shown and coloured brown, brown stippled black and brown hatched black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

10. "Residential Common Facilities" means those facilities and ancillary equipment for the common use and benefit of the Owners of the Residential Units and not for the use and benefit of a particular Residential Unit exclusively and shall include but not limited to the Recreational Facilities, water tanks, water pumps, drains, pipes, gutters, sewers, fire-fighting system, wires and cables, electrical equipment, air-conditioning or mechanical installation, lighting, burglar alarm, metal gate, security system, gas pipes, centralized air-conditioning system, lifts, manual fire alarm, laundry equipment and photovoltaics (PV) panels and associated facilities installed or to be installed on top roofs of Tower 1 and Tower 2 for the use and benefit of the Residential Units but excluding the Development Common Facilities,

the Commercial Common Facilities and the Car Park Common Facilities.

- II. "External Walls" means the external walls of the Development or any part thereof including architectural features, lightings (if any), parapet walls, louvre, the curbs of the Non-enclosed Area (as defined in the DMC) and the windows and window frames of the Common Areas but excluding the internal surface of the concrete walls facing the Units, the glass parapets/balustrade/fences of the Non-enclosed Area and flat roofs or their replacement and the windows (whether openable or non-openable), window frames and sealant around window frames of the Units.
- 12. "Greenery Area" means the area of the Lot provided pursuant to Special Condition No.(11)(b)(ii) of the Government Grant, which is for the purpose of identification shown dotted black on the Greenery Area Plans (certified as to their accuracy by the Authorized Person) annexed to the DMC and also includes vertical green as for the purpose of identification shown in green dotted lines on the Greenery Area Plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.
- 13. "Recreational Areas" means the areas intended for recreational use by the residents of the Residential Units and their bona fide visitors which shall include but not limited to such areas on the 2nd Floor and the 3rd Floor of the Development where Recreational Facilities, including but not limited to function room, study room, gym room, fitness room, kid's play room, sitting area and toilets are located.
- 14. "Recreational Facilities" means the recreational facilities and facilities ancillary thereto provided or installed for the common use and benefit of the residents of the Residential Units and their bona fide visitors and of no other person or persons pursuant to Special Condition No.(15)(a) of the Government Grant.
- 15. Subject to the provisions of the DMC and the Development Rules (as defined in the DMC) made thereunder and subject to the rights of the First Owner (as defined in the DMC) and the Manager (as defined in the DMC) provided in the DMC:
 - (a) the Owner of a Unit, his servants, agents and licensees shall have full right and liberty (in common with all other persons having the like right) to go and repass over and along the Development Common Areas for all purposes connected with the proper use and enjoyment of his Unit and to use the Development Common Facilities:
- (b) the Owner of a Residential Unit, his servants, agents and licensees shall have full right and liberty (in common with all other persons having the like right) to go and repass over and along the Residential Common Areas for all purposes connected with the proper

- use and enjoyment of his Residential Unit and to use the Residential Common Facilities;
- (c) the Owner of a Car Park, his servants, agents and licensees shall have full right and liberty (in common with all other persons having the like right) to go and repass over and along the Car Park Common Areas for all purposes connected with the proper use and enjoyment of his Car Park and to use the Car Park Common Facilities; and
- (d) the Owner of any part of the Commercial Accommodation or any sub-divided Unit of the Commercial Accommodation, his servants, agents and licensees shall have full right and liberty (in common with all other persons having the like right) to go and repass over and along the Commercial Common Areas for all purposes connected with the proper use and enjoyment of his Unit and to use the Commercial Common Facilities.
- 16. None of the Owners shall cut, injure, damage, alter or interfere with any part or parts of the Common Areas or any of the Common Facilities or any equipment or apparatus or installations on in or upon the Lot and/or the Development (whether or not such equipment apparatus or installations are concealed, built in walls floors or ceilings, or pass through the Unit(s) or Common Areas) not being equipment or apparatus or installations for the exclusive use and benefit of any such Owner.
- 17. No Owner (including the First Owner) shall have the right to (i) convert any of the Common Areas or the Common Facilities to his own use or for his own benefit unless the approval of the Owners' Committee (as defined in the DMC) has been obtained; or (ii) convert or designate any of his own areas as Common Areas or Common Facilities (as the case may be) unless approved by a resolution of Owners at an Owners' meeting convened under the DMC. No Owner (including the First Owner) and no Manager shall have the right to re-covert or re-designate the Common Areas or the Common Facilities (as the case may be) to his or its own use or benefit.
- 18. Save as otherwise provided in the DMC, no Owner shall affix or install any structures, chimneys, neon signs, or signs of any kind on the roof, flat roof, Non-enclosed Area, planter, air-conditioning platform, Common Areas or External Walls of his Unit and the affixing or installation of the said structures, chimneys, neon signs or signs shall be subject to the prior approval or consent having been obtained from the relevant Government authorities or department if such approval or consent is required and subject also to compliance with all applicable Building Regulations or any ordinances, legislations and regulations or other permit, consent or requirement from time to time applicable.
- 19. No clothing or laundry shall be hung outside the Unit or on any roof, flat roof or air-conditioning platform or any part thereof (other than in the balcony or utility platform specifically provided therefor) or in the Common Areas.

- 20. No Owner shall affix or install onto the External Walls or through the windows of his Unit(s) any air-conditioners other than at the air-conditioning platform already provided or at such places designated for such purposes without the prior written consent of the Manager and all possible measures shall be taken to prevent excessive noise, condensation or dripping. The installation, repair, maintenance and renewal of the air- conditioner and the support frame and associated pipes thereof exclusively serving a Residential Unit and affixed or installed at the air-conditioning platform or such places designated by the Manager shall be carried out by a contractor appointed or approved by the Manager (which approval shall not be unreasonably withheld) at the expense of the Owner or Owners thereof and in such manner as the Manager shall in its absolute discretion think fit, and the relevant Owner shall at his own cost and expense make good any damage to the air-conditioning platform caused by such works.
- 21. No part of the Common Areas shall be obstructed or incumbered nor shall any refuse, matter or other thing be placed thereon nor shall any part of such Common Areas be used for any business or private purpose and no Owner shall do or permit or suffer to be done anything in such Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Lot and/or the Development.
- 22. Any installation, alteration or repair works which may pass through the Common Areas or affect the Common Facilities shall, subject to the prior written approval of the Manager (which approval shall not be unreasonably withheld), be carried out by the Manager or any contractor appointed or approved by the Manager (which approval shall not be unreasonably withheld) at the expense of the Owner or Owners requiring such works and in such manner as the Manager shall in its absolute discretion think fit.
- 23. No Owner shall have the right to enter into, alter, repair, connect to or in any other way interfere with or affect the working of the Common Facilities without the previous written consent of the Manager. Except as provided in the DMC, the Common Areas and the Common Facilities shall at all times be under the exclusive management and control of the Manager who shall have full and unrestricted power to regulate and control the reasonable use thereof by the Owners and occupiers.
- 24. The Common Areas and the Common Facilities shall be assigned to and be held by the Manager as trustee for all Owners for the time being. Each Owner irrevocably appoints the Manager as agent and attorney for and on behalf of all the Owners in respect of any matter concerning the Common Areas and Common Facilities or any part(s) thereof.

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

Tower 1	Tower 1						
Floor	Flat	No. of Undivided Shares allocated to each Residential Unit					
5th Floor	A (with flat roof)	359 / 215,558					
	В	255 / 215,558					
	C (with flat roof)	244 / 215,558					
	D (with flat roof)	265 / 215,558					
	E (with flat roof)	266 / 215,558					
	F (with flat roofs)	434 / 215,558					
	G (with flat roofs)	432 / 215,558					
	H (with flat roof)	329 / 215,558					
6th Floor to 36th Floor (28 storeys)	А	375 / 215,558					
(14th, 24th & 34th Floors omitted)	В	255 / 215,558					
	С	242 / 215,558					
	D	281 / 215,558					
	Е	282 / 215,558					
	F	448 / 215,558					
	G	452 / 215,558					
	Н	346 / 215,558					

Tower 2		
Floor	Flat	No. of Undivided Shares allocated to each Residential Unit
5th Floor	A (with flat roof)	338 / 215,558
	B (with flat roof)	325 / 215,558
	C (with flat roofs)	445 / 215,558
	D (with flat roof)	266 / 215,558
	E (with flat roof)	265 / 215,558
	F (with flat roof)	288 / 215,558
	G (with flat roofs)	523 / 215,558
	H (with flat roof)	315 / 215,558
	J (with flat roofs)	345 / 215,558
6th Floor to 36th Floor (28 storeys)	А	340 / 215,558
(14th, 24th & 34th Floors omitted)	В	342 / 215,558
	С	471 / 215,558
	D	264 / 215,558
	E	264 / 215,558
	F	299 / 215,558
	G	533 / 215,558
	Н	327 / 215,558
	J	351 / 215,558

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

Subject to the provisions of the Building Management Ordinance (Cap.344), the management of the Lot and the Development shall for an initial period of two (2) years from the date of the DMC be undertaken by the Management Company (as defined in the DMC). Prior to the formation of the Corporation (as defined in the DMC), the Owners' Committee may at any time terminate the Manager's appointment without compensation by giving not less than three (3) months' notice in writing to the Manager and by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by the Owners of not less than 50% of the Undivided Shares (as defined in the DMC) in aggregate (excluding the Undivided Shares allocated to the Common Areas and Common Facilities).

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

- 1. Where any expenditure relates to or is for the benefit of the Lot and the Development (but does not relate solely to or is not solely for the benefit of any Unit, Residential Common Areas, Commercial Common Areas, Car Park Common Areas, Residential Common Facilities, Commercial Common Facilities or Car Park Common Facilities) (for the avoidance of doubt, excluding the expenditure relating to the Open Space), the Development Common Areas and/or the Development Common Facilities the full amount of such expenditure shall be apportioned between all the Owners of the Development in proportion to the number of Management Shares (as defined in the DMC) held by them;
- 2. Where any expenditure relates solely to or is solely for the benefit of the Residential Units (but does not relate solely to or is not solely for the benefit of any particular Residential Unit), the Residential Common Areas and/or the Residential Common Facilities the full amount of such expenditure shall be apportioned between the Owners of the Residential Units in proportion to the number of Management Shares held by them.
- 3. Where any expenditure relates solely to or is solely for the benefit of a Unit, the full amount of such expenditure shall be borne by the Owner of such Unit.
- 4. The number of Management Shares allocated to a Residential Unit is the same as the number of Undivided Shares allocated to that Residential Unit as set out in Part B above, and the total number of Management Shares of the Development is 214,558.

E. Basis on which the management fee deposit is fixed

The management fee deposit payable in respect of each Residential Unit shall be equivalent to two (2) months' Management Fee for that Residential Unit.

F. Area in the Development retained by the Owner (Urban Renewal Authority) for that Owner's own use

There is no area in the Development which is retained by the Owner (i.e. Urban Renewal Authority) for that Owner's own use as referred to in paragraph 14(2)(f) of Part 1 of Schedule 1 to the Residential Properties (Firsthand Sales) Ordinance.

A. 「發展項目」的公用部分

- 1. 「公用地方」指「發展項目公用地方」、「商用公用 地方」、「住宅公用地方」及「停車場公用地方」。
- 2. 「公用設施」指「發展項目公用設施」、「商用公用設施」、「住宅公用設施」及「停車場公用設施」。
- 3. 「停車場公用地方」指設計或擬供予「停車位」(按公契定義)的「業主」(按公契定義)共同使用和享用(而不構成「單位」(按公契定義)、「發展項目公用地方」、「商用公用地方」或「住宅公用地方」一部分)及非轉讓予或供個別「停車位」「業主」」獨使用的「該地段」(按公契定義)及「發展項目」(按公契定義)的部分(不包括在經建築事務監督批准的停車場佈局圖上標明及顯示的停車位)及《建築物管理條例》(第344章)附表1內列明的所有其他公用等與通道、汽車升降機槽、樓梯及梯台、走廊、排氣房、升降機機房、電機房、消防喉轆、入氣扇房、升降機機房、電機房、消防喉轆、入氣扇房、氣槽、排氣槽及排煙口。「停車場公用地方」在公契附夾的圖則上(經「認可人士」(按公契定義)核證為準確)為辨認用途以綠色顯示。
- 4. 「停車場公用設施」指供「停車位」而非「發展項目」其他部分共同使用和享用及非供個別「停車位」的獨家使用和享用的設施及附屬設備,包括但不限於照明、截油器、水管和排水系統、消防設備及裝置、車輛用升降機、機電裝置、機器與設備、機械通風系統及保安系統,但不包括「發展項目公用設施」、「商用公用設施」、「住宅公用設施」及「非公用電動車輛設施」(按公契附表四定義)。
- 5. 「商用公用地方」指設計或擬供予「商用部分」(按公契定義)的「業主」共同使用和享用及非轉讓予或供「商用部分」某部分的一名「業主」獨家使用(而不構成「單位」、「發展項目公用地方」、「住宅公用地方」或「停車場公用地方」一部分)的「該地段」及「發展項目」內的部分及《建築物管理條例》(第344章)附表1內列明的所有其他公用部分(如有),包括但不限於:
 - (a) 在公契附夾的地面層樓面平面圖上(經「認可 人士」核證為準確)為辨認用途以粉紅色加 黑色斜線顯示的部分「休憩空間」(按公契 定義);
 - (b) 根據批地文件特別條款第(25)(a)(iii)條在地面層提供予「商用部分」「業主」的貨車裝卸貨物、並在公契附夾圖則標明為"L-1"、"L-2"及"L-5"的上落客貨車位;
 - (c) 花槽及部分「綠化地方」;
 - (d) 在公契附夾的立面圖上(經「認可人士」核證 為準確)為辨認用途以粉紅色顯示的「發展 項目」的部分「外牆」;
 - (e) 根據「分公契」(按公契定義)劃分予「商用地方」「業主」共同使用和享用的「商用地方」的該等部分。

- 「商用公用地方」在公契附夾的圖則上(經「認可人士」核證為準確)為辨認用途以粉紅色及粉紅色加 黑色斜線顯示。
- 6. 「商用公用設施」指附屬於「商用公用地方」及供「商用地方」的「業主」共同使用和享用及非供「商用地方」個別部分獨家使用和享用的設施及設備,包括但不限於在公契附夾的綠化地方圖則(地面層)上為辨認用途以綠色虛線顯示並以「VG1」、「VG2」、「VG5」及「VG6」標明、及綠化地方圖則(一樓)上為辨認用途以綠色 虛線顯示,並以「VG7」標明(圖則均經「認可人士」核證為準確)的垂直綠化、水管和排水系統、水缸、照明、管道、水管、電線、機器與設備、機電裝置及消防設備及裝置及該等根據「分公契」劃分予「商用地方」「業主」共同使用及享用的設施及附屬設備。
- 7.「發展項目公用地方」指整個「該地段」及「發展項目」未有特別轉讓予或供個別「業主」獨家使用,而設計或擬供「業主」共同使用及享用(而不構成「單位」、「商用公用地方」、「住宅公用地方」或「停車場公用地方」一部分)的地方,包括但不限於:
 - (a)「分流路徑」(按公契定義);
 - (b)「發展項目」的承重牆、結構牆、基座、柱、 樑及樓板(而不構成「單位」、「商用公用地 方」、「住宅公用地方」或「停車場公用地 方」一部分者);
 - (c) 在公契附夾的立面圖上(經「認可人士」核證 為準確)為辨認用途以黃色顯示的「發展項 目」地面層至三樓的部分「外牆」;
 - (d)「發展項目公用地方」的圍封牆(惟若該等圍封 牆與任何「單位」相連,則不包括在有關「單 位」內該等圍封牆的內面的批盪及面層);
 - (e)「斜坡及護土結構」(按公契定義)(如有)位 於「該地段」內的部分;
 - (f) 部分「綠化地方」、雨水回收及中水重用機房、水錶櫃、「傷殘停車位」(按公契定義)、「業主委員會會室」(按公契定義)、消防及花灑水泵及缸房、總水錶房、樓梯房、垃圾儲存及物料回收房、電力變壓房電纜管道、管道槽、氣體控制閥房、以對於管道槽、有蓋園房、消防管道槽、消防、水掣、電力變壓房、有蓋園景、總電掣房、燃料缸房及避雷針混凝土基座;

及「該地段」及「發展項目」內設計或擬供予「業主」共同使用和享用及非轉讓予或供個別「業主」獨家使用(而不構成「單位」、「商用公用地方」、「住宅公用地方」或「停車場公用地方」一部分)並屬於《建築物管理條例》(第344章)附表1內列明的所有其他公用部分(如有)。「發展項目公用地方」在公契附夾的圖則上(經「認可人士」核證為準確)為辨認用途以黃色、黃色加黑色斜線及黃色加黑點顯示。

- 8.「發展項目公用設施」指:
 - (a) 該等供「該地段」及「發展項目」共同使用及 享用而非供個別「單位」獨自使用或享用的消 防控制設備、總錶、總掣、電訊及廣播設備 冷氣系統、花灑強化混凝土水缸、消防強化混 凝土水缸、中水儲水缸、接觸曝氣缸、緩衝水 缸、外來雨水收集缸、經處理混合缸、燃料 缸、有蓋明渠、消防警鐘系統、消防栓/喉轆系 統、排水管、管道、雨水渠、水井(如有)、 污水渠、電線及電纜、發電機、天線分布設 施、電訊網絡設施、電視天線、機器與設備、 在公契附夾的綠化地方圖則(地面層)(經 「認可人士」核證為準確)上為辨認用途以 綠色虛線顯示並以「VG3」及「VG4」標明的 垂直綠化、避雷針、機械通風系統、服務「發 展項目公用地方」的機電裝置及其他現時或任 何時間在「該地段」及「發展項目」之內、之 下、之上或通過「該地段」及「發展項目」將 水、污水、電力及任何其他服務設施輸送到 該地段」及「發展項目」或其任何部分的服務 設施(不論是以管道或其他形式);
 - (b)「發展項目」內供「該地段」及「發展項目」共同使用及享用而非供個別「單位」獨自使用或享用的照明,包括外牆照明;
 - (c)「發展項目」內供「該地段」及「發展項目」共同使用及享用而非供個別「單位」獨自使用或享用的自動灑水系統、消防探測及警報系統及消防栓及喉轆系統:
 - (d) 供「該地段」及「發展項目」共同使用及享用 而非供個別「單位」獨自使用或享用的防盜 鐘、金屬閘門、人手閘門、升降式閘門及保安 系統(如有);
 - (e) 用作提供電源予「傷殘停車位」作車輛充電用 途的裝置及設施;
 - (f) 路徑設施(按公契定義);

及其他供「該地段」及「發展項目」共同使用及享用而非供個別「單位」獨自使用或享用的設施和系統。為免疑問,「發展項目公用設施」並不包括該等構成「商用公用設施」、「住宅公用設施」或「停車場公用設施」的設施、設備及類似構築物。

- 9.「住宅公用地方」指「該地段」及「發展項目」中設計或擬供「住宅單位」(按公契定義)「業主」共同使用及享用而未有特別轉讓予或供個別「住宅單位」「業主」獨家使用(而不構成「單位」、「發展項目公用地方」、「商用公用地方」或「停車場公用地方」一部分)的地方,包括但不限於:
 - (a)「康樂地方」;
 - (b) 管理員辦公室、花槽、有蓋園景、穿梭升降機大堂、升降機大堂(包括寬敞的升降機大堂)、升降機槽、升降機井、管道房、根據批地文件特別條款第(25)(a)(ii)條在地面層提供並在公契附夾圖則標明為"L-3"及"L-4"的上落客貨車位、走廊(包括加闊的升降機大堂及公共

- 走廊)、樓梯及梯台、電訊及廣播室、消防水 錶櫃、水錶櫃、消防及花灑水泵及水缸房、食 水及沖廁水泵房、電力房、消防管道、電線導 管、變頻多聯型分體式空調機房、總掣房、 學頻多聯型分體式空調機房、總掣房、 一倍物室」(按公契定義)、洗衣房 一一次氣機平台、垃圾儲存及物料回收房、特低壓 電房、消防喉轆、水錶房、食水及沖廁水泵 房、公用天線分布室、升降機機房、 天台、部分「綠化地方」;
- (c) 在公契附夾的立面圖上(經「認可人士」核證 為準確)為辨認用途以棕色顯示的「發展項 目」地面層至三樓的部分發展項目的「外牆」;
- (d)「發展項目」三樓以上至頂層天台的「外牆」;
- (e)「住宅公用地方」的圍封牆(惟若該等圍封牆與 任何「單位」相連,則不包括在有關「單位」 內該等圍封牆的內面的批盪及面層);
- (f) 位於「住宅單位」內或「住宅單位」的結構 牆、間隔、柱、樑、樓板及其他結構部分及支 撐物或其任何部分;
- (g) 位於第1座及第2座頂層天台的太陽能板混凝土 基座:

及「該地段」及「發展項目」內設計或擬供予「住宅單位」「業主」共同使用和享用及非轉讓予或供個別「住宅單位」「業主」獨家使用並屬於《建築物管理條例》(第344章)附表1內列明的所有其他公用部分(如有)。「住宅公用地方」在公契附夾的圖則上(經「認可人士」核證為準確)為辨認用途以棕色、棕色加黑點及棕色加黑色斜線顯示。

- 10.「住宅公用設施」指該等供「住宅單位」「業主」 共同使用及享用而非供個別「住宅單位」獨自使用 或享用的設施,包括但不限「康樂設施」、水缸、 水泵、排水管、管道、雨水渠、污水渠、消防系 統、電線及電纜、電力設備、冷氣或機械裝置、 明、防盜鐘、金屬閘門、保安系統、氣體管道、中 央冷氣系統、升降機、手動火警鐘、洗衣設備及在 第1座及第2座頂層天台已或將安裝的太陽能板及相 關設施,但不包括「發展項目公用設施」、「商用 公用設施」及「停車場公用設施」。
- 11. 「外牆」指「發展項目」的外牆或其任何部分,包括建築裝飾、照明(如有)、護牆、格柵、「非圍封範圍」(按公契定義)的路緣及「公用地方」的窗戶及窗框,但不包括面向「單位」的混凝土牆內面、「非圍封範圍」及平台的玻璃護牆/護欄/圍欄或其替換物及「單位」的窗戶(不論可否開啟)、窗框及沿窗框的填縫料。
- 12. 「綠化地方」指「該地段」內根據批地文件特別條款第(11)(b)(ii)條提供,並在公契附夾的綠化地方圖則上(經「認可人士」核證為準確)為辨認用途以黑點顯示的地方,包括在公契附夾的綠化地方圖則上(經「認可人士」核證為準確)為辨認用途以綠色虛線顯示的垂直綠化。

公契的摘要

- 13. 「康樂地方」指提供予「住宅單位」住客及其真正 訪客作康樂用途的地方,包括但不限於「發展項 目」2樓及3樓「康樂設施」(包括但不限於活動 室、自修室、健身室、健體室、兒童遊樂室、閒坐 區及洗手間)所位處的地方。
- 14.「康樂設施」指根據批地文件特別條款第(15)(a)條 提供予「住宅單位」住客及其真正訪客而非其他人 士共同使用和享用的康樂設施和附屬設施。
- 15.受限於公契及按其訂立的「發展項目規則」(按公 契定義)之條款,及受限於公契下「首業主」(按 公契定義)及「管理人」(按公契定義)之權利:
 - (a)「單位」的「業主」、其傭工、代理人及獲許可人具有完全的權利和自由(與具有相似權利的所有其他人士共同)通過及再通過「發展項目公用地方」及使用「發展項目公用設施」,以作所有與正當使用及享用其「單位」相關之即途:
 - (b)「住宅單位」的「業主」、其傭工、代理人及 獲許可人具有完全的權利和自由(與具有相似 權利的所有其他人士共同)通過及再通過「住 宅公用地方」及使用「住宅公用設施」,以作 所有與正當使用及享用其「住宅單位」相關之 用途:
 - (c)「停車位」的「業主」、其傭工、代理人及獲許可人具有完全的權利和自由(與具有相似權利的所有其他人士共同)通過及再通過「停車場公用地方」及使用「停車場公用設施」,以作所有與正當使用及享用其「停車位」相關之用途;及
 - (d)「商用部分」任何部分或任何「商用部分」分間「單位」的「業主」、其傭工、代理人及獲許可人具有完全的權利和自由(與具有相似權利的所有其他人士共同)通過及再通過「商用公用地方」及使用「商用公用設施」,以作所有與正當使用及享用其「單位」相關之用途。
- 16.所有「業主」不得切割、損毀、破壞、改動或干擾「公用地方」之任何部分或「公用設施」之任何部分或「公用設施」之任何部分或在「該地段」及/或「發展項目」之內或之上而並非供任何一名「業主」獨自使用和享用的任何設備、儀器或裝置(不論該設備、儀器或裝置是否密封、嵌入於牆壁、地板或天花、或經過「單位」或「公用地方」)。
- 17.「業主」(包括「首業主」)無權(i)將任何「公用地方」或「公用設施」改作自用,除非已獲「業主委員會」(按公契定義)之批准:或(ii)將其擁有之範圍改作或指定作「公用地方」或「公用設施」(視情況而定),除非已獲按公契召開的「業主」大會上的「業主」決議批准。「業主」(包括「首業主」)及「管理人」均無權再次改變或再次指定「公用地方」或「公用設施」(視情況而定)作其自用。

- 18.除公契另有訂明外,「業主」不得在其「單位」之 天台、平台、「非圍封範圍」、花槽、冷氣機平 台、「公用地方」或「外牆」加上或安裝任何構築 物、煙囱、霓虹燈或任何形式的標示。加上或安裝 該等構築物、煙囱、霓虹燈或標示前必須先取得相 關政府機構或部門之事先批准或同意(如要),並 必須遵守所有適用的建築物規例或任何條例、法例 及規則或其他不時適用的許可、同意或要求。
- 19.不得在「單位」外或在「單位」的任何天台、平台或冷氣機平台或其任何部分(特別提供作如此用途的露台或工作平台除外)或在「公用地方」晾曬衣服。
- 20.未得「管理人」事先書面同意及未採取預防過量嘈音、凝結或滴水的所有可行措施前,「業主」不得在已設的冷氣機平台或指明地方外之外牆或其「單位」的窗戶裝設冷氣機。單獨服務一個「住宅單位」並固定或安裝在冷氣機平台或「管理人」指定地方的冷氣機及其支架及相關喉管的安裝、維修、保養及更新工程必須由「管理人」委任或批准(該批准不得無理被拒)之承辦商以「業主」自費及「管理人」絕對酌情認為適當的方式進行,而相關「業主」須自費修補因該等工程對冷氣機平台造成的損壞。
- 21.任何「公用地方」均不得被阻塞或妨礙及不得放置任何垃圾、物品及其他物件,亦不得用作任何商業或私人用途。「業主」不得進行或容許他人在「公用地方」進行任何對「該地段」及/或「發展項目」任何其他「業主」或佔用人可能構成滋擾或引致煩擾的行為。
- 22.除「管理人」的事先書面批准(有關批准不得無理拒絕)外,任何可能經過「公用地方」或影響「公用設施」的裝設、改動或維修工程必須由「管理人」或任何「管理人」委任或批准之承辦商(有關批准不得無理拒絕)以「管理人」絕對酌情認為合適的方式進行,有關費用由需要有關工程的「業主」支付。
- 23.除得到「管理人」事先書面同意外,「業主」不得進入、改動、維修、連接或以任何其他方式干擾或影響「公用設施」之運作。除公契另有指明外,「公用地方」及「公用設施」在所有時間均由「管理人」獨自管理及控制,「管理人」有完全及不受限制的權力規管及控制「業主」及佔用人對「公用地方」及「公用設施」的合理使用。
- 24. 「公用地方」及「公用設施」須轉讓予「管理人」, 並由其作為信託人代所有其時的「業主」持有。每名 「業主」均不可撤回地就有關「公用地方」及「公用 設施」或其任何部分的任何事項委任「管理人」作為 全體「業主」的代理人。

B. 分配予「發展項目」中每個住宅物業的「不分割份數」數目

3. 分配予 發展項目」 中母個任宅物業的 个分割份數」			
樓層	單位	每個住宅物業的不分割份數的數目	
5樓	A (連平台)	359 / 215,558	
	В	255 / 215,558	
	C (連平台)	244 / 215,558	
	D (連平台)	265 / 215,558	
	E (連平台)	266 / 215,558	
	F (連平台)	434 / 215,558	
	G (連平台)	432 / 215,558	
	H (連平台)	329 / 215,558	
6樓至36樓(共28層)	А	375 / 215,558	
(不設14、24及34樓)	В	255 / 215,558	
	С	242 / 215,558	
	D	281 / 215,558	
	E	282 / 215,558	
	F	448 / 215,558	
	G	452 / 215,558	
	Н	346 / 215,558	
第2座			
5樓	A (連平台)	338 / 215,558	
	B (連平台)	325 / 215,558	
	C (連平台)	445 / 215,558	
	D (連平台)	266 / 215,558	
	E (連平台)	265 / 215,558	
	F (連平台)	288 / 215,558	
	G (連平台)	523 / 215,558	
	H (連平台)	315 / 215,558	
	J (連平台)	345 / 215,558	
6樓至36樓 (共28層)	Α	340 / 215,558	
(不設14、24及34樓)	В	342 / 215,558	
	С	471 / 215,558	
	D	264 / 215,558	
	E	264 / 215,558	
	F	299 / 215,558	
	G	533 / 215,558	
	Н	327 / 215,558	
	J	351 / 215,558	

C. 有關 「發展項目」的「管理人」的委任年期

受限於《建築物管理條例》(第344章),「管理公司」(按公契定義)將負責管理該地段及「發展項目」,其初始任期為公契日期起計兩(2)年。在成立「法團」(按公契定義)之前,「業主委員會」有權在經「業主」大會獲得「業主」的逾半票數(不論親身或以授權方式投票)及不少於「不分割份數」(按公契定義)總數(不包括分配予「公用地方」與「公共設施」的「不分割份數」)的50%的「業主」支持通過決議及給予三(3)個月書面通知後,隨時終止「管理人」之委任,並毋須作出賠償。

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

- 1. 若任何開支涉及或有利於「該地段」及「發展項目」(但並非僅涉及或有利於任何「單位」、「住宅公用地方」、「停車場公用地方」、「停車場公用設施」、「商用公用設施」或「停車場公用設施」)(為免疑問,不包括「休憩空間」)、「發展項目公用地方」及/或「發展項目公共設施」,該等開支的全部款項須由「發展項目」全體「業主」按其持有之「管理份數」(按公契定義)之比例分攤。
- 2. 若任何開支僅涉及或有利於「住宅單位」(但並非 僅涉及或有利於任何個別「住宅單位」)、「住宅 公用地方」及/或「住宅公用設施」,該等開支的 全部款項須由「住宅單位」之「業主」按其持有之 「管理份數」之比例分攤。
- 3. 若任何開支僅涉及或有利於個別「住宅單位」,該等開支將須由該「住宅單位」之「業主」承擔。
- 4. 分配予每個「住宅單位」的「管理份數」的數目與 上述B部分列出該「住宅單位」的「不分割份數」 的數目相同,而發展項目「管理份數」之總數為 214,558。

E. 計算管理費按金的基準

每個「住宅單位」應付之管理費按金須等同該「住宅單位」的兩個月「管理費」。

F. 擁有人(即市區重建局)在「發展項目」中保留作 自用的範圍

「發展項目」中並無《一手住宅物業銷售條例》附表1第1部第14(2)(f) 條所提及之擁有人(即市區重建局)在發展項目中保留作自用的範圍。

註: 除非在本售樓説明書內另有定義外,上文所有以 括號標示的詞語之釋義與公契所用之定義相同。

批地文件的摘要

- 1. The Development is situated on Kowloon Inland Lot No.11244 ("the lot").
- 2. The lot is held from the Government under the Conditions of Grant No.20249 as varied or modified by a Modification Letter dated 14 November 2018 and registered in the Land Registry by Memorial No. 18112200550078 ("the Land Grant") for a term of fifty (50) years commencing from 13 April 2015.

3. User restrictions applicable to the land on which the Development is situated

Special Condition No.(9) of the Land Grant

- (a) Subject to sub-clause (b) of <u>Special Condition No.(9)</u> of the Land Grant, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
- (b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:
 - (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of Special Condition No.(9) of the Land Grant and that the use of any basement level shall be further restricted as provided in sub-clause (b) (iii) of Special Condition No.(9)) of the Land Grant;
 - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than 3 basement levels), for private residential purposes; and
 - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
- (c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Conditions Nos. (24) (as may be varied under Special Condition No. (26) of the Land Grant) and (25) of the Land Grant or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of Special Condition No.(9) of the Land Grant. The determination by the Director of Lands ("the Director") as to whether the use to which a floor is to be put is a use for the purposes permitted under this subclause shall be final and binding on the Grantee (as defined in General Condition No.12(a) of the Land Grant).

(d) For the purpose of <u>Special Condition No.(9)</u> of the Land Grant, the decision of the Director as to what constitutes a floor or floors and whether a floor or floors constitutes a basement level or basement levels shall be final and binding on the Grantee.

Special Condition No.(6) of the Land Grant

The Grantee shall not without the prior written consent of the Director use the Green Area (as defined in Special Condition No.(4)(a)(i)(l) of the Land Grant) for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in <u>Special Condition No.(4)</u> of the Land Grant.

Special Condition No.(13)(I) of the Land Grant

For the avoidance of doubt.

- (i) prior to the fulfilment of the obligation under subclause (c) of <u>Special Condition No.(13)</u> of the Land Grant by the Grantee in all respects to the satisfaction of the Director, the Existing Lane (as defined in <u>Special Condition No.(13)(a)</u> of the Land Grant) shall not be used for any purpose other than for the public pedestrian passage in accordance with sub-clause (b) of <u>Special Condition No.(13)</u> of the Land Grant and for providing the access as provided in sub-clause (h) of <u>Special Condition No.(13)</u> of the Land Grant; and
- (ii) thereafter the Diversionary Lane (as defined in <u>Special Condition No.(13)(c)(i)</u> of the Land Grant) shall not be used for any purpose other than for public pedestrian passage in accordance with sub-clause (e) of <u>Special Condition No.(13)</u> of the Land Grant and for providing the access as provided in sub-clause (h) of <u>Special Condition No.(13)</u> of the Land Grant.

Special Condition No.(40) of the Land Grant

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.

4. Maintenance

General Condition No.6(a) of the Land Grant

The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of <u>General Condition No.6</u> of the Land Grant) in accordance with the General and Special Conditions of the Land Grant ("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 after the date of the Land Grant 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.

5. Private Streets, Roads and Lanes

General Condition No.8 of the Land Grant

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. Green Area

Special Condition No.(4) of the Land Grant

- (a) The Grantee shall:
 - (i) on or before the 31st day of December 2020 (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form that portion of future public roads shown coloured green on the plan annexed to the Land Grant (hereinafter referred to as "the Green Area"); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

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

- (ii) on or before the 31st day of December 2020 (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been redelivered to the Government in accordance with Special Condition No.(5) of the Land Grant.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of <u>Special Condition No.(4)</u> of the Land Grant, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under subclause (a) of Special Condition No.(4) of the Land Grant or the exercise of the rights by the Government under sub-clause (b) of Special Condition No.(4) of the Land Grant or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Special Condition No.(5) of the Land Grant

For the purpose only of carrying out the necessary works specified in <u>Special Condition No.(4)</u> of the Land Grant, the Grantee shall on the date of the Land Grant be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered

批地文件的摘要

with or obstructed by the carrying out of the works whether under <u>Special Condition No.(4)</u> of the Land Grant or otherwise.

Special Condition No.(7) of the Land Grant

- (a) The Grantee shall at all reasonable times while he is in the possession of the Green Area:
 - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director the right of free ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(4)(a) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(4)(b) of the Land Grant and any other works which the Director may consider necessary in the Green Area:
 - (ii) permit the Government and the relevant public utility companies authorized by the Government the right of free ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cableducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
 - (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of free ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- (b) The Government, the Director and his officers, contractors and agents, the officers of the Water Authority and other persons or public utility companies duly authorized under sub-clause (a) of Special Condition No.(7) of the Land Grant shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by

the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents, the officers of the Water Authority and any persons or public utility companies duly authorized under subclause (a) of Special Condition No.(7) of the Land Grant.

7. Building Covenant

Special Condition No.(8) of the Land Grant

The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December 2020.

8. Preservation of Trees

Special Condition No.(10) of the Land Grant

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.

9. Landscaping

Special Condition No.(11) of the Land Grant

- (a) The Grantee shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of Special Condition No.(11) of the Land Grant.
- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
 - (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of <u>Special Condition No.(11)</u> of the Land Grant (hereinafter referred to as "the **Greenery Area**") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot
- (iii) The decision of the Director as to which landscaping works proposed by the Grantee constitute the 20% referred to in sub-clause (b)(i) of Special Condition No.(11) of the Land Grant shall be final and binding on the Grantee.

- (iv) The Director at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.
- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with <u>Special Condition No.(11)</u> of the Land Grant shall be designated as and form part of the Common Areas referred to in <u>Special Condition No.(21)(a)(v)</u> of the Land Grant.

10. Development Condition

Special Condition No.(12) of the Land Grant

Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in <u>General Condition No.6</u> of the Land Grant) 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) (i) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 14,639 square metres and shall not exceed 24,399 square metres; and
 - (ii) of the total gross floor area stipulated in sub-clause (c)(i) of <u>Special Condition No.(12)</u> of the Land Grant, the total gross floor area of any building or buildings erected or to be erected on the lot designed and intended to be used for private residential purposes shall not exceed 20,332 square metres.

11. The Existing Lane

Special Condition No.(13) of the Land Grant

- (a) The Grantee acknowledges that there is an existing lane within that portion of the lot shown coloured pink hatched black stippled black on the plan annexed to the Land Grant (hereinafter referred to as "the Pink Hatched Black Stippled Black Area") and that portion of the lot shown coloured pink stippled black on the plan annexed to the Land Grant (hereinafter referred to as "the Pink Stippled Black Area") (the Pink Hatched Black Stippled Black Area and the Pink Stippled Black Area are hereinafter collectively referred to as "the Existing Lane").
- (b) Notwithstanding the provision contained in <u>Special Condition No.(9)</u> of the Land Grant, unless and until the Grantee has fulfilled his obligations under subclause (c) of <u>Special Condition No.(13)</u> of the Land Grant in all respects to the satisfaction of the Director, the Grantee shall:
 - (i) keep and retain the Existing Lane provided that with the prior written approval of the Director, the Grantee is not obliged to keep and retain the Existing Lane;
 - (ii) at his own expense and in all respects to the satisfaction of the Director maintain and manage the Existing Lane (including, without limitation, all utilities services underneath the Existing Lane existing at the date of the Land Grant) in good and substantial repair and condition; and
 - (iii) permit all members of the public at all times during the day and night for all lawful purposes free and uninterrupted access and passage without payment of any nature whatsoever on foot or by wheelchair on, along, to, from, through and over the Existing Lane and shall ensure that such access and passage shall not be interfered with or obstructed by the carrying out of the works under sub-clause (c) of Special Condition No.(13) of the Land Grant or otherwise;

except that the Grantee may carry out necessary works on the Pink Hatched Black Stippled Black Area in compliance with sub-clause (c) of <u>Special Condition No.(13)</u> of the Land Grant.

(c) Notwithstanding the provision contained in Special Condition No.(9) of the Land Grant, the Grantee shall on or before the 31st day of December 2020 (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment, disposition and designs as the Director shall require or approve and in all respects to the satisfaction of the Director:

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- (i) lay, form and surface that portion of the lot shown coloured pink hatched black on the plan annexed to the Land Grant and the Pink Hatched Black Stippled Black Area (hereinafter collectively referred to as "the Diversionary Lane"); and
- (ii) construct and provide a pedestrian passage way together with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings, access steps, stairways, ramps, and such other structures as the Director in his absolute discretion may require within the Diversionary Lane (hereinafter collectively referred to as "the Lane Facilities");
- so that pedestrian traffic may be carried on the Diversionary Lane.
- (d) Notwithstanding the provision contained in <u>Special Condition No.(9)</u> of the Land Grant, the Grantee shall at all times during the term agreed by the Land Grant to be granted at his own expense manage and maintain the Diversionary Lane, and upon and from the completion of the works provided in sub-clause (c) of <u>Special Condition No.(13)</u> of the Land Grant, together with the pedestrian passage way and the Lane Facilities both constructed and provided pursuant to sub-clause (c)(ii) of <u>Special Condition No.(13)</u> of the Land Grant, in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (e) Notwithstanding the provision contained in Special Condition No.(9) of the Land Grant, the Grantee shall, after the works referred to in sub-clause (c) of Special Condition No.(13) of the Land Grant have been completed to the satisfaction of the Director, permit all members of the public at all times during the day and night for all lawful purposes free and uninterrupted access and passage without payment of any nature whatsoever on foot or by wheelchair on, along, to, from, through and over the Diversionary Lane
- (f) No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Existing Lane and the Lane Facilities of Special Condition No.(13) of the Land Grant) shall be erected or constructed or placed on, over, under, above, below or within the Diversionary Lane.
- (g) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b), (c) and (d) of <u>Special Condition No.(13)</u> of the Land Grant, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

- (h) (i) The Grantee shall at all reasonable times permit the Director, his officers, contractors and agents and any persons authorized by him or them with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof (including the Diversionary Lane and the Existing Lane) for the purposes of:
 - (I) inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b), (c) and (d) of Special Condition No.(13) of the Land Grant;
 - (II) carrying out, inspecting, checking and supervising the works under sub-clause (g) of <u>Special Condition No.(13)</u> of the Land Grant;
 - (III) laying, installing, diverting, removing, inspecting, repairing and maintaining such parts of the Services (as defined in <u>Special Condition No.(36)</u> of the Land Grant) being or running upon, over or under the Diversionary Lane and the Existing Lane and carrying out any other works (including but not limited to the said works relating to the Services) which the Director may consider necessary on, over, under, above, below or within the Diversionary Lane and the Existing Lane.
 - (ii) The Grantee shall at all reasonable times permit the owners of the adjoining lots including Kowloon Inland Lot No. 9928 shown and marked K.I.L. 9928 on the plan annexed to the Land Grant (hereinafter referred to as "K.I.L.9928"), the public utility companies, their respective officers, contractors and agents and any other persons authorized by him or them with or without tools, equipment, machinery, the right of free and unrestricted ingress, egress and regress to, from and through the Diversionary Lane and the Existing Lane for the purposes of checking, laying, installing, diverting, removing, inspecting, repairing and maintaining their drain, waterway or watercourse, water main, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over or under the Diversionary Lane and the Existing Lane.
 - (iii) In addition to sub-clause (h)(ii) of <u>Special Condition No.(13)</u> of the Land Grant, the Grantee shall permit the owners of K.I.L. 9928 free of costs and obstruction to have the door openings of adjoining building erected on K.I.L. 9928 shown and marked "Fook Wan Mansion" on the plan annexed to the Land Grant leading to and encroaching upon the Diversionary Lane without any obstruction.

- For avoidance of doubt, the rights reserved under subclauses (h)(i) and (h)(ii) of <u>Special Condition No.(13)</u> of the Land Grant over the Pink Stippled Black Area shall cease upon fulfilment of the obligations under sub-clause (c) of <u>Special Condition No.(13)</u> of the Land Grant by the Grantee in all respects to the satisfaction of the Director.
- (i) The Government, the Director and his officers, contractors and agents and any persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the fulfilment of the Grantee's obligations under Special Condition No.(13) of the Land Grant or the exercise by the Government, the Director and his officers, contractors and agents and any persons authorized by him or them of the rights conferred under sub-clauses (g) and (h) of Special Condition No.(13) of the Land Grant or otherwise, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors and agents and any persons authorized by him or them in respect of any such loss, damage, nuisance or disturbance.
- (j) The Grantee indemnifies and shall keep indemnified the Government, the Director and his officers, contractors and agents and any persons authorized by him from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under Special Condition No.(13) of the Land Grant or out of or in connection with the Existing Lane, the Diversionary Lane or any of the Lane Facilities.
- (k) It is expressly agreed, declared and provided that the obligations on the part of the Grantee contained in sub-clauses (b) and (e) of <u>Special Condition No.(13)</u> of the Land Grant arises by contract and that by imposing the said obligation, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Existing Lane, the Diversionary Lane or any part or parts thereof to the public for the right of passage.
- (m)It is expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clauses (b) and (e) of Special Condition No.(13) of the Land Grant will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, any substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(n) The Diversionary Lane provided within the lot in accordance with sub-clause (c) of <u>Special Condition No.(13)</u> of the Land Grant shall be designated as and form part of the Common Areas referred to in <u>Special Condition No.(21)(a)(v)</u> of the Land Grant.

12. Recreational Facilities

Special Condition No.(15) of the Land Grant

- (a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to subclause (b) of <u>Special Condition No.(15)</u> of the Land Grant (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 <u>Special Condition No.(21)(a)(v)</u> of the Land Grant;
 - (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.

13. Parking, Loading and Unloading Requirements

Special Condition No.(24) of the Land Grant

(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table in Special Condition No.(24)(a)(i) of the Land Grant unless the Director consents to a rate or to a number of the Residential Parking Spaces different from those set out in the said table.

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- (iii) The spaces provided under sub-clause (a)(i) of Special Condition No.(24) of the Land Grant (as may be varied under Special Condition No.(26) of the Land Grant) shall not be used for any purpose other than those respectively stipulated therein 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 car cleaning and beauty services.
- (b) (i) Six spaces or such other number as may be approved by the Director shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.
 - (ii) The spaces provided under sub-clause (b)(i) of Special Condition No.(24) of the Land Grant (as may be varied under Special Condition No.(26) of the Land Grant) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes and their bona fide guests, visitors or invitees 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 car cleaning and beauty
- (c) (i) Out of the spaces provided under sub-clauses (a)(i) and (b)(i) of Special Condition No.(24) of the Land Grant (as may be respectively varied under Special Condition No.(26) of the Land Grant), the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clauses (a)(i) and (b)(i) of Special Condition No.(24) of the Land Grant (as may be respectively varied under Special Condition No.(26) of the Land Grant) to become the Parking Spaces for the Disabled Persons.
 - (ii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or the

- occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (as the case may be in accordance with sub-clauses (a)(i) and (b)(ii) of <u>Special Condition No.(24)</u> of the Land Grant) 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 car cleaning and beauty services.
- (d) (i) 5% of the total number of parking spaces required to be provided under sub-clauses (a)(i) and (b)(i) of Special Condition No.(24) of the Land Grant (as may be respectively varied under Special Condition No.(26) of the Land Grant) shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (as the case may be in accordance with sub-clauses (a)(i) and (b)(ii) of Special Condition No.(24) of the Land Grant) (hereinafter referred to as "the Motor Cycle Parking Spaces"), unless the Director consents to another rate. If the number of spaces to be provided under sub-clause (d)(i) of Special Condition No.(24) of the Land Grant is a decimal number, the same shall be rounded up to the next whole number.
 - (ii) The Motor Cycle Parking Spaces (as may be varied under Special Condition No.(26) of the Land Grant) shall not be used for any purpose other than for the purpose set out in sub-clause (d) (i) of Special Condition No.(24) of the Land Grant and in particular the Motor Cycle Parking Spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

Special Condition No.(25)(a) of the Land Grant

- (i) 5 spaces or such other number as may be approved by the Director shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles.
- (ii) 2 out of the spaces required to be provided under sub-clause (a)(i) of <u>Special Condition No.(25)</u> of the Land Grant or such other number as may be approved by the Director shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the residential units in the building or buildings erected or to be erected on the
- (iii) Subject to sub-clause (a)(ii) of <u>Special Condition</u> <u>No.(25)</u> of the Land Grant, the remaining spaces to

be provided under sub-clause (a)(i) of <u>Special Condition No.(25)</u> of the Land Grant shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot used for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.

Special Condition No.(28) of the Land Grant

- (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces shall not be:
 - (i) 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; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

Provided that in any event not more than three in number of the total of the Residential Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot.

(d) Sub-clauses (a) and (b) of <u>Special Condition No.(28)</u> of the Land Grant shall not apply to the Parking Spaces for the Disabled Persons.

Special Condition No.(29) of the Land Grant

The spaces provided within the lot in accordance with Special Conditions No.(24)(c)(i) (as may be varied under Special Condition No.(26) of the Land Grant) and (25) of the Land Grant shall be designated as and form part of the Common Areas.

14. Cutting Away

Special Condition No.(32) of the Land Grant

(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 agreed by the Land Grant 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.

- (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 the Government and its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies provided in the Land Grant for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

15. Anchor maintenance

Special Condition No.(34) of the Land Grant

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

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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.

16. Spoil or Debris

Special Condition No.(35)(a) of the Land Grant

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 the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

17. Damage to Services

Special Condition No.(36) of the Land Grant

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 demolition, removal, construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out

by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area 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.

18. Construction of Drains and Channels and Connecting Drains and Sewers

Special Condition No.(37) of the Land Grant

- (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 the Government and its officers from and against all actions, claims and demands arising out of 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 thereofat 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.

19. Restriction on Alienation of Starter Home Units

Special Condition No.(41) of the Land Grant

(c) Except as provided in sub-clauses (d), (e), (f), (h) and (i) of <u>Special Condition No.(41)</u> of the Land Grant, no owner (as defined in <u>Special Condition No.(41)(j)</u> of the Land Grant for the purpose of Special Condition

No.(41) of the Land Grant only) shall at any time, sell, assign, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his Starter Home Unit (as defined in Special Condition No.(41) (j) of the Land Grant) or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do, or solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby his Starter Home Unit or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected or enter into any agreement so to do.

- (d) (i) Subject to the prior written approval from the Grantee and compliance with the guidelines (if applicable) from time to time issued by the Grantee, an owner may, without payment of the Amount (as defined in Special Condition No.(41)(j) of the Land Grant), charge or mortgage a Starter Home 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 Starter Home Unit to a bank or other financial institution (which for the purpose of sub-clause (d)(i) of Special Condition No.(41) of the Land Grant only shall include the Financial Secretary Incorporated, incorporated under the Financial Secretary Incorporation Ordinance Cap. 1015 of the Laws of Hong Kong) or to the organization of the owner's employer approved by the Grantee, for the purpose of:
 - (I) financing the purchase of the said Starter Home Unit or refinancing the purchase of the said Starter Home Unit or refinancing (an) outstanding loan(s) secured by (an) existing charge(s) or mortgage(s) over the said Starter Home Unit; or
 - (II) securing new loan(s) or additional loan(s) from such bank, financial institution or organization

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

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

- (B) the owner shall bear all the costs and expenses of and incidental to the creation of such charge(s) or mortgage(s) including the Grantee's administrative costs and expenses in approving the charge(s) or mortgage(s) and the legal costs incurred by the Grantee in approving the form mentioned in sub-clause (d)(i)(A) of Special Condition No.(41) of the Land Grant; and
- (C) the owner shall observe and comply with such terms and conditions as may be imposed by the Grantee.
- (ii) After a period of 5 years has elapsed from the date of the First Assignment (as defined in Special Condition No.(41)(j) of the Land Grant) and subject to the prior written approval from the Grantee and compliance with the guidelines (if applicable) from time to time issued by the Grantee, an owner may, without payment of the Amount, charge or mortgage a Starter Home Unit assigned to him to a participating bank, or The Hong Kong Mortgage Corporation Limited (hereinafter referred to as "HKMC") or any of its subsidiaries (HKMC and its subsidiaries are hereinafter collectively and individually referred to as "HKMC Group") for the purpose of obtaining a loan secured by a mortgage under the Reverse Mortgage Programme operated by the HKMC Group, provided that the approval from the Grantee will be deemed to be given on the condition that:-
 - (I) the said mortgage shall be in a form approved from time to time by the Grantee and the HKMC Group for Starter Home Units and shall contain such provisions as the Grantee and the HKMC Group may require;
 - (II) the loan shall be obtained from and the Starter Home Unit shall be charged or mortgaged to a participating bank or the HKMC Group under the Reverse Mortgage Programme;
 - (III) the owner shall bear all the costs and expenses of and incidental to the creation of the said mortgage; and
 - (IV) the owner shall observe and comply with the guidelines, if applicable, from time to time issued by the Grantee and such terms and conditions under the Reverse Mortgage Programme as may be imposed by the HKMC Group.
- (e) Save and except as provided in sub-clause (d) (i) of, <u>Special Condition No.(41)</u> of the Land Grant before a period of 5 years has elapsed from the date of the First Assignment, no owner shall sell, assign, mortgage, charge, demise, underlet, part with

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possession of or otherwise dispose of his Starter Home Unit or any part thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do, or solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby his Starter Home Unit or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected or enter into any agreement so to do unless and until he has obtained the prior written approval from the Grantee of his application to sell, assign, mortgage, charge, demise, underlet, part with possession or otherwise dispose of his Starter Home Unit and complied with the guidelines (if applicable) from time to time issued by the Grantee and, subject to sub-clause (h) of Special Condition No.(41) of the Land Grant, paid the Amount to the Grantee. Upon receipt of an owner's application to sell, assign, mortgage, charge, demise, underlet, part with possession or otherwise dispose of his Starter Home Unit, the Grantee may at his sole and absolute discretion approve such application (which approval may be subject to such terms and conditions as may be imposed by the Grantee) or reject such application without giving any reason therefor.

- (f) After a period of 5 years has elapsed from the date of the First Assignment, an owner shall be entitled to sell, assign, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his Starter Home Unit as he sees fit subject to the payment of the Amount to the Grantee.
- (h) After a period of 5 years has elapsed from the date of the First Assignment or if an owner becomes entitled to sell or otherwise dispose of his Starter Home Unit before a period of 5 years has elapsed from the date of the First Assignment pursuant to sub-clause (e) of Special Condition No.(41) of the Land Grant and notwithstanding that the owner has not made payment to the Grantee of the Amount, he may enter into an agreement for the sale of his Starter Home Unit provided that it is a condition of such agreement that the Amount shall be paid to the Grantee prior to assignment of the Starter Home Unit.
- (i) Notwithstanding anything contained in the Land Grant to the contrary, an owner or in the event of his death, his executor or administrator may, in conformity with all conditions (if any) imposed by the Grantee and subject to sub-clause (i)(ii) of Special Condition No.(41) of the Land Grant, assign his Starter Home Unit or part thereof or his interest therein to his parents, spouse, former spouse, children or siblings or if an owner is dead, to his beneficiaries entitled to such

deceased owner's estate (subject to the production of satisfactory documentary evidence of relationship or entitlement to the satisfaction of the Grantee) without making payment to the Grantee of the Amount under sub-clauses (e) and (f) of Special Condition No.(41) of the Land Grant after such owner or his executor or administrator has first applied for and obtained the prior written approval from the Grantee who shall have sole and absolute discretion to approve or reject such application without giving reasons therefor.

- (ii) The prior written approval of the Grantee under sub-clause (i)(i) of <u>Special Condition No.(41)</u> of the Land Grant shall be given on condition that :-
 - (I) the said assignment to the parents, spouse, former spouse, children or siblings of that owner or the beneficiaries entitled to the estate of the deceased owner (hereinafter called "the assignees") shall be in a form approved by the Grantee and shall contain such provisions as may be required by the Grantee;
 - (II) the Starter Home Unit of the owner or any part thereof and the undivided shares therein shall be deemed to have been assigned to the assignees on the date on which the said Starter Home Unit was assigned to that owner and sub-clauses (c) to (j) of Special Condition No.(41) of the Land Grant 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 cost incurred by the Grantee in approving the form mentioned in sub-clause (i)(ii)(I) of Special Condition No.(41) of the Land Grant.
- (j) For the purpose of Special Condition No.(41) of the Land Grant:
 - (iii) the expression "Grantee" excludes its assigns;
 - (v) "Starter Home Unit" means, subject to sub-clause (a)(ii) of Special Condition No.(41) of the Land Grant, any of the units used for private residential purposes in the building or buildings erected or to be erected on the lot and to which an undivided share or undivided shares of and in the lot has or have been allocated or to be allocated and designated or to be designated as "Starter Home Unit" in a deed poll executed or to be executed by the Grantee in the Land Registry from time to time and all Starter Home

Units shall collectively be referred to as "Starter Home Units".

Remark:

Pursuant to a Deed Poll dated 28 November 2018 and registered in the Land Registry by Memorial No.18112901930017 executed by the Vendor as referred to in <u>Special Condition No.(41)(j)(v)</u> of the Land Grant, those residential units in the Development as set out in the table at the end of this section are designated by the Vendor as Starter Home Units.

SUMMARY OF LAND GRANT 批地文件的摘要

- 1. 發展項目位於九龍內地段11244號(「該地段」)。
- 2. 該地段是按照批地條件第20249號(經一份日期註明為2018年11月14日並於土地註冊處以註冊摘要編號第18112200550078號註冊之批地條款修訂書變更或修訂)(「批地文件」)獲政府批租。批租年期為50年,由2015年4月13日開始。

3. 適用於發展項目所位於的土地的用途限制

批地文件特別條款第(9)條

- (a) 受限於批地文<u>件特別條款第(9)條</u>第(b)分條, 該地段或其任何部分或任何在該地段上興建或 將興建之建築物或其任何部分不得用作非工 業(不包括貨倉、酒店及加油站)用途以外 任何其他用途。
- (b) 除下列用途外,已建或擬建於該地段上的任何 建築物或其任何部份不可作任何其他用途:
 - (i) 最底三層樓層須用作非工業用途(不包括貨倉、酒店及加油站),但為免生疑,為批地文件特別條款第(9)條的目的,任何不論大小或樓面面積的地庫層(如建有)均被計算為一樓層,而任何地庫層的使用將進一步被批地文件特別條款第(9)條第(b)(iii)分條限制;
 - (ii) 所有其餘樓層(如有超過三層地庫層,不包括任何最底三層以上之地庫層)須用作私人住宅用途;及
 - (iii) 任何地庫層(如建有),不論其為最底三層 之一或最底三層以上之地庫層,須用作非工 業(不包括住宅、貨倉、酒店及加油站)用 途。
- (c) 任何只用作安放按照批地文件特別條款第(24)條(可按批地文件特別條款第(26)條變更)及(25)條供用作提供泊車位及上落貨位或機房或兩者之樓層,將不會被視作批地文件特別條款第(9)條第(b)分條所述樓層中的一層計算。至於任何樓層擬作用途是否本分條所准許之用途,地政總署署長(「署長」)之決定將為最終決定及對承批人(根據批地文件一般條款第12(a)條所定義)有約束力。
- (d) 為批地文件特別條款第(9)條的目的,署長就何謂 一層或多層樓層及就某一或多層樓層是否構成 一層或多層地庫層的決定將為最終決定及對承 批人有約束力。

批地文件特別條款第(6)條

承批人不得在未經署長預先書面同意下使用綠色範圍(根據批地文件特別條款第(4)(a)(i)(I)條所定義)作儲存用途或搭建任何臨時構築物或進行任何批地文件特別條款第(4)條所指定的工程以外的用途。

批地文件特別條款第(13)(I)條

為免生疑

- (i) 在承批人完成批地文件特別條款第(13)條第 (c)分條下的責任以使署長在所有方面滿意 前,除根據批地文件特別條款第(13)條第(b) 分條下用作公眾行人通道及根據批地文件特 別條款第(13)條第(h)分條下提供出入通道 外,現有路徑(根據批地文件特別條款第 (13)(a)條所定義)不得用作任何其他用途;
- (ii) 其後,除根據批地文件特別條款第(13)條第 (e)分條下用作公眾行人通道及根據批地 文件特別條款第(13)條第(h)分條下提供出入 通道外,分流路徑(根據批地文件特別條款 第(13)(c)(i)條所定義)不得用作任何其他 用途。

批地文件特別條款第(40)條

不准在該地段搭建或製作墳墓或骨灰龕,亦不准在 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。

4. 保養

批地文件一般條款第6(a)條

承批人須於整個批租期內根據批地文件一般條款及特別條款(「此等批地條款」)進行建造或重建工程(本詞指批地文件一般條款第6條第(b)分條所述的重新發展):

- (i) 依照經批准的設計及布局及任何經批准的建築 圖則(沒有任何變更或修改)保養所有建 築物;
- (ii) 保養所有已興建或依照此等批地條款或任何其 後之合約修訂條文在批地文件日期後興建之建 築物,以維持其良好及充足之保養狀態,以及 在批租期屆滿或提前終止時以同等保養狀態交 還此等建築物。

5. 私家街道、道路及巷道

批地文件一般條款第8條

任何按此等批地條款而須要建造的私家街道路、道路及巷道必須設置於署長滿意並由其決定種於器長滿意並的任何況外的位置。於上述的任何交還外的位置。於上述付價交還,種別的位置,於其無代價交還,於其無之街道、大學,以其後的維修將以公務的。與其後的維修將以租的路緣、東道及排水道與大學,以使署長在所有方面均滿意。如因公眾利益將,以使署長在所有方面均滿意。如因公眾利益

要,署長可進行街燈裝置及保養。承批人須承擔裝設街燈的建設成本,並為裝設及保養街燈的工人及車輛提供進出批租範圍的免費進出權。

6. 綠色範圍

批地文件特別條款第(4)條

- (a) 承批人須:
 - (i) 於2020年12月31日或之前(或署長批准的 其他延伸期限之前),自費以署長批准的方 式及物料,及按署長批准的標準、高度、定 線及設計進行以下工程,以使署長在所有方 面均滿意:
 - (I) 鋪設及構建在批地文件附圖上以綠色顯 示的未來公共道路範圍(下稱「**綠色 範圍**」);及
 - (II) 依照署長可獨自決定要求,提供及興建 橋樑、隧道、上跨道、下跨通、下水 通、高架道、天橋、行人道、道路或其 他構築物(下稱「**該等構築物**」)

致使於綠色範圍上可以進行興建及車輛及行 人之交通:

- (ii) 於2020年12月31日或之前(或署長批准的 其他延伸期限之前),自費將綠色範圍鋪 路面、做路邊石和渠道及依署長要求於其 提供溝渠、排水道、下水道、接駁至總水管 之消防龍頭及水管、服務設施、街燈、交通 標誌、街道設施、路標及植物,以使署長 滿意:
- (iii) 自費保養綠色範圍連同該等構築物及其上或其中興建、安裝及提供的一切構築物、路面、溝渠、排水道、下水道、消防龍頭、服務設施、街燈、交通標誌、街道設施、路標及植物達到署長滿意,直至按批地文件特別條款第(5)條將綠色範圍的管有交還政府。
- (b) 如承批人未能完成批地文件特別條款第(4)條第 (a)分條之責任,政府可以進行所須工程,費用 由承批人支付,承批人須按要求付給政府與有 關費用相等之金額,該金額由署長決定並為最 終者及對承批人有約束力。
- (c) 政府對於承批人或任何人士不論是否因或由於承批人完成承批人於此批地文件特別條款第(4)條第(a)分條的責任或政府行使其於批地文件特別條款第(4)條第(b)分條的權力或其他原因所受到或引致的任何損失、損害、妨害或騷擾並無責任,承批人亦不可就任何損失、損害、妨害或騷擾向政府追討。

批地文件特別條款第(5)條

為進行批地文件特別條款第(4)條的所須工程,承 批人將於批地文件日期該日被給予綠色範圍的管理。 權。綠色範圍須按要求交回政府,惟在任何情況下 如署長發信表示此等批地條款已獲符合並使其滿 意,綠色範圍則會被視為在該信件的日期交回的 府。當承批人管有綠色範圍時,承批人須於所有 理時間容許所有政府和公眾車輛及行人交通自通 過及行經綠色範圍,此等通行權不可受批地文件 別條款第(4)條的工程或其他因素影響或阻礙。

批地文件特別條款第(7)條

- (a) 當承批人管有綠色範圍時,承批人須於所有合理時間:
 - (i) 准許政府及署長及其官員、承辦商及代理人或任何署長授權的人士有權自由進出及再進出和行經及通過該地段及綠色範圍,以對依據批地文件特別條款第(4)(a)條將進行的工程作檢視、檢查及監督,及進行、檢視、檢查及監督批地文件特別條款第(4)(b)條的工程及或任何其他署長認為於綠色範圍必須的工程;
 - (ii) 准許政府及政府授權的相關公共服務公司有權依政府及政府授權的有關公共服務公司有前要求進出及再進出和行經及通過該地及及與色範圍,以於綠色範圍或毗連土地及內、上或下進行任何工程,包括但並不以定分數及其後保養所有為擬向該地段立或其後保養所有為擬向該地段或相鄰土地或置所提供電話、電力、電線、連或相鄰土地或置所提供電話、電力、電線、導管、線管或其他傳導體及附屬裝置的所有事宜與政府及政府授權的有關公共服務公司充分合作;及
 - (iii) 准許水務監督的官員及他們授權的其他人士 有權依水務監督或該等授權人士所要求自由 進出及再進出和行經及通過該地段及綠色範 圍,以於綠色範圍進行有關操作、保養、維 修、更換及更改任何其他水務裝設的工程。
- (b) 政府、署長及其官員、承辦商及代理人、水務 監督的官員或依批地文件特別條款第(7)條第(a) 分條獲政府授權的公共服務公司及其他人士對 於因或由於政府、署長及其官員、承辦商及代 理人、水務監督的官員或依本批地文件特別條 款第(7)條第(a)分條獲政府授權的公共服務公司 及其他人士行使其權力而引致承批人或其他人 士的任何損失、損害、妨害或騷擾一切並無 責任。

SUMMARY OF LAND GRANT 批地文件的摘要

7. 建築規約

批地文件特別條款第(8)條

承批人須在該地段上興建一項或多項建築物以發展該地段,並須在所有方面符合此等批地條款和香港不時有效及有關建築、衛生及規劃的一切條例、附例及規例,該建築物或該等建築物須於2020年12月31日或之前完成和可供佔用。

8. 樹木保育

批地文件特別條款第(10)條

如非事先獲署長書面同意,概不可移除或干預任何 現於該地段或毗連土地生長的樹木,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。

9. 景觀美化

批地文件特別條款第(11)條

- (a) 承批人須自費向署長提交景觀設計圖,指明 將在該地段內根據批地文件特別條款第(11) 條第(b)分條提供之景觀美化工程的位置、 布局及設計,以取得其批核。
- (b) (i) 該地段上不少於20%之範圍須種植樹木、灌木或其他植物。
 - (ii) 在本批地文件特別條款第(11)條第(b)(i) 分條所指的20%範圍中的不少於50% (下稱「綠化範圍」)須位處署長全權酌情決定之位置或高度,以使行人可見或進入該地段的人可達。
 - (iii)署長就何等承批人擬進行之景觀美化工程可構成批地文件特別條款第(11)條第(b)(i)分條所指的20%之決定為最終並約束承批人。
 - (iv)署長可全權酌情接受承批人建議的其 他非植樹綠化景物,以代替栽種樹木、 灌木或其他植物。
- (c) 承批人須自費在該地段內根據已批核的景觀設計圖進行景觀美化工程,並在所有方面使署長滿意。未有署長事先書面同意前,不得修訂、更改、改動、修改或以另一圖則代替已批核景觀設計圖。
- (d) 承批人須於此後自費維持及保養景觀美化工程至安全、清潔、整齊、整潔及健康的 狀態,以使署長在所有方面均滿意。
- (e) 根據本批地文件特別條款第(11)條進行景觀 美化工程之範圍須被劃為並構成批地文件 特別條款第(21)(a)(v)條所指的公用地方。

10.發展條款

批地文件特別條款第(12)條

受限於此等批地條款,在發展或重新發展(根據批 地文件一般條款第6條所定義)該地段或其任何部 份時:

- (a) 任何於該地段上已建或擬建的建築物均須 在所有方面符合《建築物條例》及其下的 任何規例及所有修訂法例的要求;
- (b) 不得在該地段或其任何部分或在任何此等 批地條款指明而在該地段範圍外的地方規 建任何未能在有方面完全符合《修序 劃條例》及在其下任何規例及任何合《 例的建築物,亦不得以未能完全符合《 所規劃條例》及在其下任何規例及任何 市規劃條例》及在其使用該地段 可法例的方式開發, 可法例的方式開發批地條款指明而在 段範圍外的地方;
- (c) (i) 在該地段上已建或擬建的任何建築物的 總樓面面積不得少於14,639平方米及不 得多於24,399平方米;及
 - (ii) 在本批地文件特別條款第(12)條第(c)(i) 分條所規定之總樓面面積中,在該地段上已建或擬建並設計或擬用作私人住宅用途的任何建築物的總樓面面積不可多於20,332平方米。

11.現有路徑

批地文件特別條款第(13)條

- (a) 承批人確認在批地文件附夾圖則中以粉紅色加黑色斜線和黑點顯示的該地段的部分(下稱「粉紅色加黑色斜線和黑點區域」)及在批地文件附夾圖則中以粉紅色加黑點顯示的該地段的部分(下稱「粉紅色加黑點區域」)內現有一條路徑(粉紅色加黑色斜線和黑點區域及粉紅色加黑點區域合稱「現有路徑」)。
- (b) 即使批地文件特別條款第(9)條另有規定,在承批人履行批地文件特別條款第(13)條第(c)分條下的責任並使署長在各方面滿意前,承批人須:
 - (i) 保持及保留現有路徑,除非署長另有書 面批准承批人毋須保持及保留現有路徑;
 - (ii) 自費保養及管理現有路徑(包括但不限於所有在批地文件當日已有及藏於現有路徑下方的所有公用事業設施)至良好及妥善的維修狀態,並使署長在各方面滿意:及
 - (iii) 准許所有公眾人士在日夜所有時間自由 及不受干擾地以步行或使用輪椅方式免

費進出及通過現有路徑以作所有合法 用途,並確保該等進出及通行權不受根 據批地文件特別條款第(13)條第(c)分條 下進行的工程或其他因素干擾或阻礙;

惟承批人可在粉紅色加黑色斜線和黑點區域根據批地文件特別條款第(13)條第(c)分條進行所須工程。

- (c) 即使批地文件特別條款第(9)條另有規定, 承批人須於2020年12月31日或之前(或署 長批准的其他延伸日期之前)自費以署長 批准的方式及物料,及按署長批准的標 準、高度、定線、佈局及設計進行以下工 程,以使署長在所有方面滿意:
 - (i) 鋪設、構建及平整在批地文件附圖上以 粉紅色加黑斜線顯示的該地段的範圍及 粉紅色加黑色斜線和黑點區域(合稱 「分流路徑」);及
 - (ii) 興建及提供一條行人通道及溝渠、下水道、排水道、接駁至總水管之消防龍頭及水管、街燈、交通標誌、街道設施、路標、接駁梯級、樓梯、斜路及其他署長絕對酌情要求的其他構築物(合稱「路徑設施」);

致使於分流路徑上可以進行行人之交通;

- (d) 即使批地文件特別條款第(9)條另有規定,承批人須在協定的批租期內的所有時間自費管理及保養分流路徑,以及在完成批地文件特別條款第(13)條第(c)分條下的工程後一併管理及保養根據批地文件特別條款第(13)條第(c)(ii)分條下提供的行人通道及路徑設施,以達至良好及妥善的維修狀況,並使署長在所有方面滿意。
- (e) 即使批地文件特別條款第(9)條另有規定, 承批人須在批地文件特別條款第(13)條第 (c)分條提及的工程完成並使署長滿意後准 許所有公眾人士在日夜所有時間自由及不 受干擾地以步行或使用輪椅方式免費進出 及通過分流路徑以作所有合法用途。
- (f) 不得在分流路徑上、下或內種植樹木或灌木或搭建或興建任何建築物或構築物或支撐物(批地文件特別條款第(13)條內的現有路徑及路徑設施除外)。
- (g) 如承批人未能完成批地文件特別條款第(13) 條第(b)、(c)及(d)分條下之責任,政府可以 進行所須工程,費用由承批人支付,承批 人須按要求付給政府與有關費用相等之金 額,該金額由署長決定並為最終者及對承 批人有約束力。
- (h) (i) 承批人須在所有合理時間准許署長及其 官員、承辦商及代理人或任何署長授權

的人士在有或沒有工具、器材、機器或 汽車的情況下有權為以下目的自由進出 及再進出和行經及通過該地段或其任何 部分(包括分流路徑及現有路徑):

- (I) 檢視、檢查及監督任何根據批地 文件<u>特別條款第(13)條</u>第(b)、(c)及 (d)分條進行的工程;
- (II) 進行、檢視、檢查及監督根據批地 文件<u>特別條款第(13)條</u>第(g)分條進 行的工程;
- (III) 鋪設、安裝、轉移、移除、檢視、 維修及保養該等在分流路徑和現內 路徑上、下鋪設的一部分服務(36)條 義),並在分流路徑和現有路定 義),並在分流路徑和現有路徑 上、下或內進行任何署長認為關股 的工程(包括但不限於上述有關服 務設施的工程)。
- (ii) 承批人在所有合理時間內須准許剛別 與人在所有合理時間內須准許剛別 與人包括在批地內力。 以(包括在批功的力。 以(下稱「K.I.L.9928」) 以(下稱「K.I.L.9928」) 以(下稱「K.I.L.9928」) 以(下稱公司 以(下華公司 以(下華公司 以(本) 、(本) 以(本) 、(本) 、(本)
- (iii)除批地文件特別條款第(13)條第(h)(ii)分條以外,承批人亦須准許K.I.L.9928的業主免費及不受阻礙地為興建在K.I.L.9928上並在批地文件附夾圖則上標示為"Fook Wan Mansion"的毗鄰建築物設置通往及佔用分流路徑的出入口。

為免生疑,根據批地文件特別條款第(13)條 第(h)(i)及(h)(ii)分條就粉紅色加黑點區域所 保留之權利將在承批人完成特別條款第(13) 條第(c)分條下的責任並使署長在各方面滿 意時終止。

(i) 政府、署長及其官員、承辦商及代理人及任何獲其授權之人士對於因或由於履行預 批人於批地文件特別條款第(13)條下的責任 或政府、署長及其官員、承辦商及代理人及 任何獲其授權人士行使批地文件特別條款第 (13)條第(g)及(h)分條下賦予的權利或任何 其他因素而引致承批人或其他人士的任何 損失、損害、妨害或騷擾一切並無責任 不得就任何該等損失、損害、妨害或騷擾向

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政府、署長及其官員、承辦商及代理人及任 13. 停車、上貨及落貨要求 何獲其授權之人士提出申索。

- (j) 承批人須就所有因或有關承批人、其傭工、 工人及承建商任何有關承批人在批地文件特 別條款第(13)條下的責任的作為或不作為, 或因或有關現有路徑、分流路徑或任何路徑 設施而直接或間接引致且不論性質的一切 責任及一切法律行動、訴訟、支出、申索、 開支、損失、損害、費用及索償向政府、署 長及其官員、承辦商及代表理及任何獲其授 權之人十作出彌償。
- (k) 批地文件雙方明確同意、聲明及規定,承批人 在批地文件特別條款第(13)條第(b)及(e)分條下 的責任由合約衍生,在施加該責任時,承批人 並無意圖而政府亦無同意將現有路徑、分流路 徑或其任何部分或多於一部分撥供公眾通行。
- (m) 批地文件雙方明確同意及聲明,承批人在批地 文件特別條款第(13)條第(b)及(e)分條下的責 任並不會導致任何有關在《建築物(規劃)規 例》第22(1)條或其修訂或替代法例或其他條文 下額外上蓋面積或地積比率寬免或權利的期望 或申索。為免生疑,承批人明確放棄任何及所 有有關《建築物(規劃)規例》第22(1)條或其修 訂或替代法例下額外上蓋面積或地積比率或其 寬免或相關權利的申索。
- (n) 根據批地文件特別條款第(13)條第(c)分條提供 的分流路徑須被劃為並構成批地文件特別條款 第(21)(a)(v)條所指的公用地方。

12. 康樂設施

批地文件特別條款第(15)條

- (a) 承批人可在該地段搭建、建造及提供經署 長書面批准的康樂設施及附屬設施(下稱 「**設施**」)。設施的類型、大小、設計、 高度和規劃須事前獲得署長書面批准。
- (b) 如設施的任何部分根據批地文件特別條款 第(15)條第(b)分條獲豁免計入總樓面面積 (下稱「獲豁免設施」):
 - (i) 獲豁免設施須被劃為並構成批地文件特 別條款第(21)(a)(v)條所指的公用地方;
 - (ii) 承批人須自費以良好及充足維修的狀態 保養及運作獲豁免設施,以使署長滿 意;及
 - (ii) 獲豁免設施只可供現已或將會於該地段 上搭建之住宅大樓的居民及其真正訪客 而非其他人士使用。

批地文件特別條款第(24)條

- (a)(i) 該地段內須提供達至署長滿意的停車 位,以供停泊根據《道路交通條例》及 其下的規例或任何修訂法例領有牌照而 又屬於該地段已建或擬建的建築物之住 宅單位住客及其真正賓客、訪客或被邀 請人之汽車(下稱「住宅停車位」), 其數目比率須參考該地段上已建或擬 建的住宅單位的不同尺寸並按照批地文 件特別條款第(24)(a)(i)條列表計算,除 非署長同意採用有別於該列表的住宅停 車位比率或數目。
- (ii) 按批地文件特別條款第(24)條第(a)(i)分 條提供的停車位(可按批地文件特別 條款第(26)條變更)不得用作該條規定 以外的任何用途,尤其不得將該等停車 位用作儲存、陳列及展示車輛以作銷售 或其他用途或提供車輛清潔及美容服務。
- (b)(i)於該地段內提供6個或署長可批准的其 他數目的停車位,以供按《道路交通 條例》、其下的任何規例及任何修訂法 例領有牌照的車輛停泊,以使署長滿意。
 - (ii)按批地文件特別條款第(24)條第(b)(i) 分條提供的停車位(可按批地文件特別 條款第(26)條變更),除供《道路交通 條例》及該條例下任何規例和任何修訂 法例下領牌並屬於在該地段上已興建或 將興建用作非工業(不包括貨倉、酒店 及加油站)用途的建築物的佔用人及 其真正來賓、訪客或賓客的汽車外,不 得用作任何其他用途,尤其不得將該等 停車位用作儲存、陳列或展示車輛以作 銷售或其他用途或提供車輛清潔及美容 服務。
- (c)(i) 在根據批地文件特別條款第(24)條第(a) (i)及(b)(i)分條提供的停車位中,承批人 須預留及指定建築事務監督所要求及批 准的數目的停車位,以供《道路交通條 例》及該條例下任何規例和任何修訂法 例下所定義的傷殘人士停泊汽車的停 車位 (如此預留及指定的停車位下稱「傷 **殘人士停車位**|),惟必須最少預留及 指定按批地文件特別條款第(24)條第 (a)(i)及(b)(i)分條提供的停車位中最少 一個停車位作傷殘人士停車位。
 - (ii)除供屬《道路交通條例》及該條例下任 何規例和任何修訂法例下所定義的傷殘 人士停泊屬於該地段上已興建或將興建 的建築物的居民或佔用人及其真正來 賓、訪客或賓客使用(視乎屬批地文件 特別條款第(24)條第(a)(i)及(b)(ii)分條

何種情況)外,傷殘人士停泊車位不 得用作任何其他用途,尤其不得將該等 停車位用作儲存、陳列及展示車輛以作 銷售或其他用途或提供車輛清潔及美容 服務。

- (d)(i)除非署長同意採用其他比率,該地段內 須提供相等於按批地文件特別條款第 (24)條第(a)(i)及(b)(i)分條提供的停車 位總數百分之五的停車位(可按批地文 件特別條款第(26)條變更),以供《道 路交通條例》及該條例下任何規例和任 何修訂法例下領牌並屬於該地段上已興 建或將興建的建築物的居民或佔用人及 其真正來賓、訪客或賓客使用(視乎屬 批地文件特別條款第(24)條第(a)(i)及(b) (ii)分條何種情況)的電單車停泊(下稱 ·**電單車停車位**」),以使署長滿意。 如根據批地文件特別條款第(24)條第(d) (i)分條提供的停車位數目為小數,該數 目須調整至下一個整數。
- (ii)除批地文件特別條款第(24)條第(d)(i)分 條指明者外,電單車停車位(可按批 地文件特別條款第(26)條變更)不得用 作任何其他用途,尤其不得將電單車停 車停車位用作儲存、陳列及展示車輛以 作銷售或其他用途或提供車輛清潔及美 容服務。

批地文件特別條款第(25)(a)條

- (i) 於該地段內提供5個或署長可批准的其他數 目停車位以供貨車作上落貨用,以使署長 滿意。
- (ii) 按批地文件特別條款第(25)條第(a)(i)分條 提供的停車位中,其中兩個除供該地段上 已興建或將興建的建築物內的住宅單位有 關的貨車作上落貨外,不得用作任何其他 用涂。
- (iii) 受限於批地文件特別條款第(25)條第(a)(ii) 分條,餘下按批地文件特別條款第(25)條 第(a)(i)分條提供的停車位除供該地段上已 興建或將興建用作非工業(不包括貨倉、 酒店及加油站)用途的建築物有關的貨車 作上落貨外,不得用作任何其他用途。

批地文件特別條款第(28)條

- (a) 即使此等批地條款已獲遵從及符合達至署 長滿意,住宅停車位不得:
 - (i) 轉讓,除非
 - (1) 連同賦予就該地段上已興建或將興 建的建築物的住宅單位的獨家使用 及管有權的不可分割份數一併轉 讓;或

- (II) 予一名已擁有賦予就該地段上已興 建或將興建的建築物的住宅單位的 獨家使用及管有權的不可分割份數 的人士;或
- (ii) 出租,除非租予賦予該地段上已興建或 將興建的建築物的住宅單位的住客。

惟在任何情況下,不得把合共超過3個住宅 停車位轉讓予該地段上已興建或將興建的 建築物的任何一個住宅單位的業主或出租 予仟何一個住宅單位的住客。

(b) 批地文件特別條款第(28)條第(a)及(b)分條 並不適用於傷殘人士停車位。

批地文件特別條款第(29)條

根據批地文件特別條款第(24)(c)(i)條(可按批地 文件<u>特別條款第(26)條</u>變更)及<u>第(25)條</u>所提供 的停車位須被劃為並構成公用地方。

14. 削土工程

批地文件特別條款第(32)條

- (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,不論事前是否獲署長書面同意,而 該等工程是為了或關乎該地段或其任何部 分的形成、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現 時或將來不時需要的該等斜坡處理工程、 護土牆或其他支撐、防護、排水或附屬或 其他工程,以保護和支撐該地段內的土地 及任何相鄰或毗鄰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。承批人應時刻在協定的整個 批和年期內自費保養上述十地、斜坡處理 工程、護土牆或其他支撑、防護、排水或 附屬或其他工程,以保持其良好充足的維 修狀態,以使署長滿意。
- (b) 若承批人進行的形成、平整、發展或其他 工程或其他因素導致該地段或任何相鄰或 毗鄰政府或已批租土地發生任何滑土、山 泥傾瀉或地陷,承批人須自費將之回復原 貌及修復以使署長滿意,並承諾向政府、 其代理人及承建商彌償因此等滑土、山泥 傾瀉或地陷而引致其蒙受或招致的任何費 用、支出、損失、索償及申索。
- (c) 除批地文件內訂明有關違反此等批地條款 而賦予的任何權利或補償外,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、防護、排水或附屬或其他工程或要求

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將發生滑土、山泥傾瀉或地陷之處回後原 貌及修復。如承批人忽略或沒有於指明時 間內履行該通知內的要求,署長可立即執 行及展開所須的工程而承批人須在收到通 知要求後向政府償還相關的成本與及任何 行政或專業費用和支出。

15. 保養地錨

批地文件特別條款第(34)條

如該地段或其任何部分發展或重新發展時已安裝 預應力地錨,承批人須在該預應力地錨的整個 使用周期自費進行定期維修和定期監察,以使署 長滿意。承批人並須按署長不時全權酌情的要求 下,提供所有監察工程的報告及資料。如承批人 忽略或沒有執行指定的監察工程,署長可立即執 行及展開該監察工程,而承批人須於應政府要求 時償還有關的費用。

16. 廢土或泥頭碎礫

批地文件特別條款第(35)(a)條

如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、建築廢物建造物料(下稱「廢物」)堆積、沖下或傾倒、公共後巷或道路,或排入道路下水道、前產業人所不完水管、雨水渠或明渠或其他政府產業」),承批人須自費移除廢物后等廢物而導致私人物業蒙受損毀或滋擾所引起的所有法律行動、申索及索償向政府作出彌償。

17. 對服務設施的損害

批地文件特別條款第(36)條

承批人須時刻採取或達致採取一切恰當及足夠 的謹慎、能力和預防措施,尤其是進行建造、 保養、更新或修理工程(下稱「工程」)時, 以免損害、干擾或阻礙該地段或其任何部分 綠色範圍(根據批地文件定義並於批地文件附 圖上顯示),或其任何組合或部分之上、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 設施或任何其他工程或裝置(以下合稱「服務設 施」)。承批人須在進行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,並須向署長提交計劃書,述 明其建議如何處理可能受工程影響的服務設施, 以獲取署長在所有方面的批准。承批人須待署 長書面批准承批人的工程及計劃書後,方可展開 工程。承批人須自費符合所有署長在作出批准時 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。如因工程對該地段或其任何部 分、綠色範圍或該地段或其任何部分與綠色範 圍或任何服務設施造成任何損害、干擾或阻礙,

18. 建造渠道及水渠及連接渠道及污水管

批地文件特別條款第(37)條

- (a) 承批人須自費建造及保養該地段邊界內或 政府土地上署長認為必要的排水渠及渠 道,從而將落於或流於該地段上的一切暴 雨或雨水收集及引導到最接近的河道、集 水井、渠道或政府雨水渠,達至署長滿 意。承批人須自行承擔對此等暴雨或雨水 所造成的任何損害或滋擾而導致的一切法 律行動、申索及索償,並向政府及其官員 提供彌償。
- (b) 該地段的任何排水渠及污水渠連接至政府 的雨水渠及污水渠 (如已建及啟用) 的工 程可由署長進行,而署長無須對承批人就 此產生的任何損失或損害負責。承批人須 按要求向政府支付此等連接工程的成本費 用。或者,上述連接工程可由承批人自費 進行,達至署長滿意。在此情況下,若上 述連接工程的任何一段在政府土地內興 建,其必須由承批人自費保養,直至承批 人按要求移交給政府並由政府出資負責往 後的保養。承批人須按要求向政府支付有 關上述連接工程的技術審查之成本費用。 若承批人未能保養建於政府土地內的上述 連接工程之任何一段,署長可在其認為必 要的情况下進行該等工程,而承批人須按 要求向政府支付該等工程的成本費用。

19. 首次置業單位的轉讓限制

批地文件特別條款第(41)條

(c) 除批地文件特別條款第(41)條 (e)、(f)、(h)及(i)另有規定外,業主(就僅 批地文件特別條款第(41)條而言,根據批地 文件特別條款第(41)(j)條所定義)於任何時 間均不得出售、轉讓、按揭、押記。置 租、分租、放棄管有或以其他方式處置 首次置業單位(根據批地文件特別條款 (41)(j)條所定義)或其任何或其中任何權益 (不論是否透過直接或間接保留方式、授予 優先購買權、選擇權或委託授權或任何種 類的任何其他方法、安排或文件)或訂立任 何協議以進行上述事宜,或依據不論目前 或將來的、有條件或無條件的任何交易, 直接或間接或透過律師、代理人、承辦 商、受託人或以其他形式,兜攬或接受任何 何金錢、金錢等值物或任何種類的其他有 值代價,從而出售、轉讓或以其他方式處 置或影響其首次置業單位或其任何部份 其中任何權益,或訂立任何協議以進行上 述事宜:

- (d) (i) 在取得承批人事先書面批准及符合承批人不時發出之指引(如適用)的情況文件,別條款第(41)(j)條所定義)而將轉該第(41)條所定義)而將轉該第二世位按揭或押記或所說第二時過數第二十分。 按揭或第二种記或加按按揭或所定的按 按揭或第二种記或加按按揭或的按地言, 按揭行或其他財務機構(而僅就就而 予銀行或其他財務機構(而僅就批而 予銀行或其他財務機構(而僅就批而 予銀行或其他財務機構(而僅就 性特別條款第(41)條第(d)(i)分條 包括根據《財政司司長法團條例》(包括根據《財政司司長法團條例》(是括例第1015章)成立的財政司司長法 團)或予屬於業主之僱主並獲承批人 准之組織作以下目的:
 - (I) 為購買該首次置業單位提供融資或 為購買該首次置業單位提供再融資 或為尚未清還的貸款提供再融資, 而該貸款是以該首次置業單位的現 有押記或按揭作為抵押的;或
 - (II) 就該銀行、財務機構或組織提供之 一筆或多於一筆新貸款或額外貸款 作抵押

而承批人將有其單獨且絕對之酌情權批 准或拒絕有關申請而毋須就其決定給予 任何理由,惟除非附加以下條件,承批 人不得給予上述之事先書面批准:

- (A) 該按揭或押記須為經承批人批核之格式,並須載有承批人可能要求的條文;
- (B) 業主須承擔訂立該(等)按揭或押記或其附帶之所有費用及開支,包括承批人批准按揭或押記的行政費用及開支及承批人為批核批地文件特別條款第(41)條第(d)(i)(A)分條所述的格式而產生的法律費用:及
- (C) 業主須遵守及符合承批人可能施加 的條款及條件。
- (ii) 在首次轉讓(根據批地文件特別條款第 (41)(j)條所定義)日期起計的5年期間過 去後,並在取得承批人事先書面批准及 符合承批人不時發出之指引(如適用)的 情況下,承批人可毋須支付款項而將轉 讓予其之首次置業單位按揭或押記予一 間參加銀行或香港按揭證券有限公司

(下稱「按揭證券公司」)或其任何子公司(按揭證券公司及其子公司以下分別及其同稱為「按揭證券公司集團」),以取得由按揭證券公司集團營運的安老按揭計劃下的按揭貸款,惟承批人之批准將在符合下列條件時被視為已發出:

- (I) 該按揭須為經承批人及按揭證券公司集團為首次置業單位不時批核之格式,並須載有承批人及按揭證券公司集團可能要求的條文;
- (II) 貸款必須為安老按揭計劃下從一間 參加銀行或按揭證券公司集團所取 得,而首次置業單位亦必須在安老 按揭計劃下按揭或押記予一間參加 銀行或按揭證券公司集團;
- (Ⅲ)業主須承擔訂立該按揭或其附帶之 所有費用及開支;及
- (IV) 業主須遵守及符合承批人不時發出 之指引(如適用)及在安老按揭計劃 下按揭證券公司集團可能施加的條 款及條件。
- (e) 除批地文件特別條款第(41)條第(d)(i)分條 另有規定外,在首次轉讓日期起計的5年 期間前,任何業主不得出售、轉讓、按 揭、押記、批租、分租、放棄管有或以其 他方式處置其首次置業單位或其任何部分 或其中任何權益(不論是否透過直接或間接 保留方式、授予優先購買權、選擇權或委 託授權或任何種類的任何其他方法、安排 或文件)或訂立任何協議以進行上述事宜, 或依據不論目前或將來的、有條件或無條 件的任何交易,直接或間接或透過律師、 代理人、承辦商、受託人或以其他形式, 兜攬或接受任何金錢、金錢等值物或任何 種類的其他有值代價,從而出售、轉讓或 以其他方式處置或影響其首次置業單位或 其任何部份或其中任何權益,或訂立任何 協議以進行上述事宜,除非及直至該業主 已獲承批人批准其出售、轉讓、按揭、押 記、批租、分租、放棄管有或以其他方式 處置其首次置業單位之申請及已符合承批 人不時發出之指引(如適用)及(受限於批地 文件特別條款第(41)條第(h)分條)已向承批 人繳付款項。當收到一名業主出售、轉 讓、按揭、押記、批租、分租、放棄管有 或以其他方式處置其首次置業單位之申請 時,承批人可以其單獨及絕對酌情權批准 該申請(而有關批准將受制於承批人可能施 加的條款及條件)或拒絕該申請而毋須給予 任何理由。
- (f) 在首次轉讓日期起計的5年期間過去後, 業主有權在向承批人繳付款項後以其認為 合適的方法出售、轉讓、按揭、押記、批

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租、分租、放棄管有或以其他方式處置其首次置業單位。

- (h) 在首次轉讓日期起計的5年期間過去後,或業主在首次轉讓日期起計的5年期間過去前根據批地文件特別條款第(41)條第(e)分條下有權出售或以其他方式處置其首次置業單位後,即使該業主尚未向承批人繳付款項,該業主仍可就出售其首次置位單位簽立買賣合約,惟該合約必須訂明款項在轉讓該首次置業單位前繳付予承批人。
- - (ii) 批地文件特別條款第(41)條第(i)(i)分條 下給予的事先書面批准須包括以下 條件:
 - (I) 轉讓予該業主父母、配偶、前配偶、子女或兄弟姊妹或該已去世業主的遺產受益人(合稱「受讓人」)之轉讓契須以承批人批核之格式簽立,並須載有承批人可能要求的條文;
 - (II) 該業主之首次置業單位或其任何部分及有關之不可分割分數須被視為在該首次置業單位轉讓予該業主時轉讓予受讓人,而批地文件特別條款第(41)條第(c)至(j)分條將相應地適用於受讓人;及
 - (III) 該業主或其遺產及受讓人須承擔該轉讓之所有費用,包括承批人批准轉讓契的行政費用及開支及承批人為批核批地文件特別條款第(41)條第(i)(ii)(I)分條所述的格式而產生的法律費用。
- (j) 以特別條款第(41)條為目的:
 - (iii) 「承批人」一詞不包括其受讓人:
 - (v) 「首次置業單位」指受限於批地文件<u>特別</u>條款第(41)條第(a)(ii)分條,任何在該地段

上興建或將興建之建築物內用作私人住宅 用途、獲分配或將獲分配該地段不可分割份數、並在不時已或將由承批人簽立及已或將在土地註冊處登記的單邊契據中被指定或將被指定為「首次置業單位」的單位,所有首次置業單位將被統稱為「首次置業單位」。

備註:

根據一份在批地文件特別條款第(41)(j)(v)條所提及的由賣方簽立日期為2018年11月28日並在土地註冊處以註冊摘要編號第18112901930017號登記的單邊契據,於本節最後部分的列表中所列的發展項目內的住宅單位被賣方指定為首次置業單位。

Starter Home Units in the Development: 發展項目中的首次置業單位:

Tower 座數	Floor 樓層	Flat 單位
1	5	А
1	6	А
1	8	А
1	9	А
1	10	А
1	11	А
1	12	А
1	13	А
1	16	А
1	17	А
1	18	А
1	19	А
1	20	А
1	21	А
1	22	А
1	23	А
1	25	А
1	26	А
1	27	А
1	28	А
1	29	А
1	30	А
1	31	А
1	32	А
1	33	А
1	35	А
1	36	А
1	5	В
1	6	В

Tower 座數	Floor 樓層	Flat 單位
1	7	В
1	8	В
1	9	В
1	10	В
1	11	В
1	12	В
1	13	В
1	15	В
1	16	В
1	17	В
1	18	В
1	19	В
1	20	В
1	21	В
1	22	В
1	23	В
1	25	В
1	26	В
1	27	В
1	28	В
1	29	В
1	30	В
1	31	В
1	32	В
1	33	В
1	35	В
1	36	В
1	5	С
1	6	С
1	7	С
1	8	С
1	9	С
1	10	С
1	11	С
1	12	С
1	13	C C C C C C C C C C C C C C C C C C C
1	15	С
1	16	С
1	17	С
1	18	С
1	19	С
1	20	С
1	21	С

Tower 座數	Floor 樓層	Flat 單位
1	22	С
1	23	С
1	25	С
1	26	С
1	27	С
1	28	С
1	29	С
1	30	С
1	31	С
1	32	С
1	33	
1	35	C
1	36	С
1	5	D
1	6	D
1	7	D
1	8	D
1	9	D
1	10	D
1	11	D
1	12	D
1	13	D
1	15	D
1	16	D
1	17	D
1	18	D
1	19	D
1	20	D
1	21	D
1	22	D
1	23	D
1	25	D
1	26	D
1	27	D
1	28	D
1	29	D
1	30	D
1	31	D
1	32	D
1	33	D
1	35	D
1	36	D
1	5	Е

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Tower 座數	Floor 樓層	Flat 單位
1	6	Е
1	7	E
1	8	E
1	9	E
1	10	E
1	11	E
1	12	E
1	13	Е
1	15	Е
1	16	E
1	17	Е
1	18	Е
1	19	Е
1	20	Е
1	21	Е
1	22	E
1	23	Е
1	25	Е
1	26	Е
1	27	Е
1	28	Е
1	29	Е
1	30	Е
1	31	Е
1	32	E
1	33	Е
1	35	Е
1	36	Е
1	5	F
1	6	F
1	7	F
1	8	F
1	9	F
1	10	F
1	11	F
1	12	F
1	13	F
1	15	F
1	16	F
1	17	F
1	18	F
1	19	F
1	20	F

Tower 座數	Floor 樓層	Flat 單位
1	21	F
1	22	F
1	23	F
1	25	F
1	26	F
1	27	F
1	28	F
1	29	F
1	30	F
1	31	F
1	32	F
1	33	F
1	35	F
1	36	F
1	5	G
1	6	G
1	8	G
1	9	G
1	10	G
1	11	G
1	12	G
1	13	G
1	16	G
1	17	G
1	18	G
1	19	G
1	20	G
1	21	G
1	22	G
1	23	G
1	25	G
1	26	G
1	27	G
1	28	G
1	29	G
1	30	G
1	31	G
1	32	G
1	33	G
1	35	G
1	36	G
1	5	H
1	6	H

Tower 座數	Floor 樓層	Flat 單位
1	7	Н
1	8	Н
1	9	Н
1	10	Н
1	11	Н
1	12	Н
1	13	Н
1	15	Н
1	16	Н
1	17	Н
1	18	Н
1	19	Н
1	20	Н
1	21	Н
1	22	Н
1	23	Н
1	25	Н
1	26	Н
1	27	Н
1	28	Н
1	29	Н
1	30	Н
1	31	Н
1	32	Н
1	33	Н
1	35	Н
1	36	Н
2	5	А
2	6	А
2	7	А
2	8	А
2	9	А
2	10	А
2	11	А
2	12	А
2	13	А
2	15	А
2	16	А
2	17	А
2	18	А
2	19	А
2	20	А
2	21	А

Tower 座數	Floor 樓層	Flat 單位
2	22	А
2	23	А
2	25	А
2	26	А
2	27	А
2	28	А
2	29	А
2	30	А
2	31	А
2	32	А
2	33	А
2	35	А
2	36	А
2	5	В
2	6	В
2	7	В
2	8	В
2	9	В
2	10	В
2	11	В
2	12	В
2	13	В
2	15	В
2	16	В
2	17	В
2	18	В
2	19	В
2	20	В
2	21	В
2	22	В
2	23	В
2	25	В
2	26	В
2	27	В
2	28	В
2	29	В
2	30	В
2	31	В
2	32	В
2	33	В
2	35	В
2	36	В
2	5	С

SUMMARY OF LAND GRANT 批地文件的摘要

Tower 座數	Floor 樓層	Flat 單位
2	6	С
2	8	C C
2	9	С
2	10	C C
2	11	С
2	12	С
2	13	С
2	16	С
2	17	С
2	18	С
2	19	С
2	20	С
2	21	С
2	22	С
2	23	С
2	25	С
2	27	С
2	28	С
2	29	С
2	30	С
2	31	С
2	32	С
2	33	
2	35	С
2	36	С
2	5	D
2	6	D
2	7	D
2	8	D
2	9	D
2	10	D
2	11	D
2	12	D
2	13	D
2	15	D
2	16	D
2	17	D
2	18	D
2	19	D
2	20	D
2	21	D
2	22	D
2	23	D

Tower 座數	Floor 樓層	Flat 單位
2	25	D
2	26	D
2	27	D
2	28	D
2	29	D
2	30	D
2	31	D
2	32	D
2	33	D
2	35	D
2	36	D
2	5	Е
2	6	Е
2	8	Е
2	9	Е
2	10	Е
2	11	Е
2	12	Е
2	13	Е
2	16	Е
2	17	Е
2	18	Е
2	19	Е
2	20	Е
2	21	Е
2	22	Е
2	23	Е
2	25	Е
2	26	Е
2	27	Е
2	28	Е
2	29	Е
2	30	Е
2	31	Е
2	32	Е
2	33	Е
2	35	Е
2	36	Е
2	5	F
2	6	F
2	8	F
2	9	F
2	10	F

Tower 座數	Floor 樓層	Flat 單位
2	11	F
2	12	F
2	13	F
2	16	F
2	17	F
2	18	F
2	19	F
2	20	F
2	21	F
2	22	F
2	23	F
2	25	F
2	27	F
2	28	F
2	29	F
2	30	F
2	31	F
2	32	F
2	33	F
2	35	F
2	36	F
2	5	Н
2	6	Н
2	7	Н
2	8	Н
2	9	Н
2	10	Н
2	11	Н
2	12	Н
2	13	Н
2	15	Н
2	16	Н
2	17	Н
2	18	Н
2	19	Н
2	20	Н
2	21	Н
2	22	Н
2	23	Н
2	25	Н
2	26	Н
2	27	Н
2	28	Н

Tower 座數	Floor 樓層	Flat 單位
2	29	Н
2	30	Н
2	31	Н
2	32	Н
2	33	Н
2	35	Н
2	36	Н
2	5	J
2	6	J
2	8	J
2	9	J
2	10	J
2	11	J
2	12	J
2	13	J
2	15	J
2	16	J
2	17	J
2	18	J
2	19	J
2	20	J
2	21	J
2	22	J
2	23	J
2	25	J
2	2	J
2	28	J
2	29	J
2	30	J
2	31	J
2	32	J
2	33	J
2	35	J
2	36	J

公共設施及公眾休憩用地的資料

A. INFORMATION ON ANY FACILITIES THAT ARE REQUIRED UNDER THE LAND GRANT TO BE CONSTRUCTED AND PROVIDED FOR THE GOVERNMENT, OR FOR PUBLIC USE

1. Green Area

Under Special Condition No.(4)(a) of the Land Grant, the Grantee shall on or before 31st December 2020 or such other extended period as may be approved by the Director of Lands ("the Director"), at his own expense, lay and form the Green Area (as defined in the Land Grant) and provide and construct the Structures (as defined in the Land Grant) in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director.

Relevant Provisions under the Land Grant

Special Conditions No.(4)(a)

"(4) (a) The Grantee shall:

- (i) on or before the 31st day of December 2020 (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form that portion of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Area"); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures") so that building, vehicular and pedestrian traffic may be carried on the Green Area;
- (ii) on or before the 31st day of December 2020 (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the

Green Area has been redelivered to the Government in accordance with Special Condition No. (5) hereof."

Special Conditions No.(5)

For the purpose only of carrying out the necessary works specified in Special Condition No. (4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be redelivered to the Government on demand and in any event shall be deemed to have been redelivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (4) hereof or otherwise."

2. Diversionary Lane and Lane Facilities

Under Special Condition No.(13)(c) of the Land Grant, the Grantee shall on or before 31st December 2020 or such other extended period as may be approved by the Director, at his own expense, lay, form and surface the Diversionary Lane (as defined in the Land Grant) and construct and provide the Lane Facilities (as defined in the Land Grant) in such manner, with such materials and to such standards, levels, alignment, disposition and designs as the Director shall require or approve and in all respects to the satisfaction of the Director.

Relevant Provisions under the Land Grant

Special Conditions No.(13)

- "(13) (c) Notwithstanding the provision contained in Special Condition No. (9) hereof, the Grantee shall on or before the 31st day of December 2020 (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment, disposition and designs as the Director shall require or approve and in all respects to the satisfaction of the Director:
 - (i) lay, form and surface that portion of the lot shown coloured pink hatched black on the plan annexed hereto and the Pink Hatched Black Stippled Black Area (hereinafter collectively referred to as "the Diversionary Lane"); and
 - (ii) construct and provide a pedestrian passage way together with such gullies, sewers, drains, fire hydrants with pipes

connected to water mains, street lights, traffic signs, street furniture, road markings, access steps, stairways, ramps, and such other structures as the Director in his absolute discretion may require within the Diversionary Lane (hereinafter collectively referred to as "the Lane Facilities");

so that pedestrian traffic may be carried on the Diversionary Lane.

- (d) Notwithstanding the provision contained in Special Condition No.(9) hereof, the Grantee shall at all times during the term hereby agreed to be granted at his own expense manage and maintain the Diversionary Lane, and upon and from the completion of the works provided in sub-clause (c) of this Special Condition, together with the pedestrian passage way and the Lane Facilities both constructed and provided pursuant to sub-clause (c)(ii) of this Special Condition, in good and substantial repair and condition in all respects to the satisfaction of the Director:
- (e) Notwithstanding the provision contained in Special Condition No. (9) hereof, the Grantee shall, after the works referred to in sub-clause (c) of this Special Condition have been completed to the satisfaction of the Director, permit all members of the public at all times during the day and night for all lawful purposes free and uninterrupted access and passage without payment of any nature whatsoever on foot or by wheelchair on, along, to, from, through and over the Diversionary Lane.
- (h) (i) The Grantee shall at all reasonable times permit the Director, his officers, contractors and agents and any persons authorized by him or them with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof (including the Diversionary Lane and the Existing Lane) for the purposes of:
 - inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b), (c) and (d) of this Special Condition;
 - (II) carrying out, inspecting, checking and supervising the works under sub-clause (g) of this Special Condition; and

- (III) laying, installing, diverting, removing, inspecting, repairing and maintaining such parts of the Services (as defined in Special Condition No.(36) hereof) being or running upon, over or under the Diversionary Lane and the Existing Lane and carrying out any other works (including but not limited to the said works relating to the Services) which the Director may consider necessary on, over, under, above, below or within the Diversionary Lane and the Existing Lane.
- (ii) The Grantee shall at all reasonable times permit the owners of the adjoining lots including Kowloon Inland Lot No. 9928 shown and marked K.I.L. 9928 on the plan annexed hereto (hereinafter referred to as "K.I.L. 9928"), the public utility companies, their respective officers, contractors and agents and any other persons authorized by him or them with or without tools, equipment, machinery, the right of free and unrestricted ingress, egress and regress to, from and through the Diversionary Lane and the Existing Lane for the purposes of checking, laying, installing, diverting, removing, inspecting, repairing and maintaining their drain, waterway or watercourse, water main, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over or under the Diversionary Lane and the Existing Lane.
- (iii) In addition to sub-clause (h)(ii) of this Special Condition, the Grantee shall permit the owners of K.I.L. 9928 free of costs and obstruction to have the door openings of adjoining building erected on K.I.L. 9928 shown and marked "Fook Wan Mansion" on the plan annexed hereto leading to and encroaching upon the Diversionary Lane without any obstruction."

...

- (I) For the avoidance of doubt,
 - (i) prior to the fulfilment of the obligation under sub-clause (c) of this Special Condition by the Grantee in all respects to the satisfaction of the Director, the Existing Lane shall not be used for any purpose other than for the public pedestrian passage in accordance with sub-clause (b) of this Special Condition and for providing the access as provided in sub-clause (h) of this Special Condition; and

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(ii) thereafter the Diversionary Lane shall not be used for any purpose other than for public pedestrian passage in accordance with the sub-clause (e) of this Special Condition and for providing the access as provided in sub-clause (h) of this Special Condition."

Relevant Provisions under the Deed of Mutual Covenant

Recital (Definitions)

""Development Common Areas" means the whole of the Lot and the Development which are not otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, the Commercial Common Areas, the Residential Common Areas or the Car Park Common Areas) and shall include but not limited to:

- (a) the Diversionary Lane;
- (b) load bearing walls, structural walls, foundations, columns, beams and floor slabs of the Development (which do not form part of the Units, the Commercial Common Areas, the Residential Common Areas or the Car Park Common Areas);
- (c) parts of the External Walls of the Development from the Ground Floor to the Third Floor as for identification purpose only shown and coloured yellow on the Elevation Plan (certified as to its accuracy by the Authorized Person) hereto annexed;
- (d) enclosing walls of the Development Common Areas (but in the case of such enclosing walls adjoining any Unit(s), excluding the plaster and covering of the internal surface of such enclosing walls within the relevant Unit(s));
- (e) such part of the Slope and Retaining Structures (if any) within the Lot;
- (f) portions of the Greenery Area, rain water harvesting and grey water recycling plant room, water meter cabinets, the Disabled Parking Space, the Owners' Committee Room, fire services and sprinkler water pump and tank room, master water meter room, staircases and landings, refuse storage and material recovery room, transformer room cable riser duct, pipe ducts, gas control valve room, fan room, part of guard room, hose reels, electrical rooms, extra low voltage room, sprinkler control valve room, fire services pipe ducts, fire services inlets, transformer room, covered landscape, main switch room, genset room, fuel tank room and concrete plinths for lightning poles;

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner (which do not form part of the Units, the Commercial Common Areas, the Residential Common Areas or the Car Park Common Areas). The Development Common Areas are for the

purpose of identification shown and coloured yellow, yellow hatched black and yellow stippled black on the plans (certified as to their accuracy by the Authorized Person) hereto annexed."

""Development Common Facilities" means

- (a) such of fire service control, master meter, main switch, telecommunication broadcasting equipment, airconditioning system, sprinkler reinforced concrete water tank, fire services reinforced concrete water tank, greywater storage tank, contact aeration tank, buffer tank, influent rainwater collection tank, treated mixing tank, fuel tank, the surface channel with cover, fire alarm system, fire hydrant/hose reel system, drains, pipes, gutters, wells (if any), sewers, wires and cables, electrical generator, aerial broadcast distribution facilities, telecommunications network facilities, TV antennae, plant and machinery, vertical green as for the purpose of identification shown in green dotted lines and marked "VG3" and "VG4" on the Greenery Area Plan (G/F) (certified as to its accuracy by the Authorized Person) hereto annexed, lightning poles, mechanical ventilation system, electrical and mechanical installation servicing the Development Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and the Development through which water, sewage, electricity and any other services are supplied to the Lot and the Development or any part or parts thereof which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (b) lighting including facade lighting within the Development which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (c) automatic sprinkler system, fire detection and alarm system and fire hydrant and hose reel system within the Development which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (d) burglar alarm, metal gate, manned gate, drop-gate and security system(s) (if any) which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (e) such installations and facilities for supply of electricity to the Disabled Parking Space for charging of motor vehicle;
- (f) the Lane Facilities;

and other facilities and systems for the common use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit exclusively. For avoidance of doubt, the term "Development Common Facilities" shall not include those facilities, equipment and other like structures forming part of the Commercial Common Facilities, the Residential Common Facilities or the Car Park Common Facilities."

""Diversionary Lane" means the areas referred to in Special Condition No.(13)(c)(i) of the Government Grant and shown and coloured yellow hatched black on the Ground Floor Plan (certified as to its accuracy by the Authorized Person) hereto annexed."

""Lane Facilities" means such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings, access steps, stairways, ramps, and such other structures as the Director of Lands in his absolute discretion may require, constructed and provided and to be constructed and to be provided within the Diversionary Lane pursuant to Special Condition No.(13)(c)(ii) of the Government Grant."

Clause (3:02:01)

"Save and except as otherwise expressly provided in this Deed and the provisions of the Building Management Ordinance (Cap.344), the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Development, including in particular but without in any way limiting the generality of the foregoing:

(a) to maintain in good, clean and safe condition the Common Areas and the Common Facilities, including but not limited to the Diversionary Lane and the Lane Facilities, and for this purpose to employ competent contractors and workmen;"

Paragraph (2) of Third Schedule

"Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Development and the exclusive right to hold use occupy and enjoy each Unit is held:

- (c) the right for all members of the public at all times during the day and night for all lawful purposes free and uninterrupted access and passage without payment of any nature whatsoever on foot or by wheelchair on, along, to, from, through and over the Diversionary Lane;
- (d) the right for the owners of the adjoining lots including Kowloon Inland Lot No.9928, the public utility companies, their respective officers, contractors and agents and any other persons authorized by him or them with or without tools, equipment, machinery of free and unrestricted ingress, egress and regress to, from and through the Diversionary Lane and the Pink Hatched Black Stippled Black Area (as defined in Special Condition No.(13)(a) of the Government Grant) for the purposes of checking, laying, installing, diverting, removing, inspecting, repairing and maintaining their drain, waterway or watercourse, water main, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over or under the Diversionary Lane and the Pink Hatched Black Stippled Black Area.
- (e) the right for the owners of Kowloon Inland Lot No.9928 free of costs and obstruction to have the door openings of adjoining building erected on Kowloon Inland Lot No.9928 shown and marked "Fook Wan Mansion" on the plan annexed to the Government Grant leading to and encroaching upon the Diversionary Lane without any obstruction;

Provided always that the Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities."

Paragraph (56) of Fourth Schedule

"The Diversionary Lane shall not be used for any purpose other than for public pedestrian passage in accordance with Special Condition No.(13)(e) of the Government Grant and for providing the access as provided in Special Condition No.(13)(h) of the Government Grant."

B. INFORMATION ON ANY FACILITIES THAT ARE REQUIRED UNDER THE LAND GRANT TO BE MANAGED, OPERATED OR MAINTAINED FOR PUBLIC USE AT THE EXPENSE OF THE OWNERS OF THE RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

1. Green Area

Under Special Condition No.(4)(a) of the Land Grant, the Grantee shall on or before 31st December 2020 or such other extended period as may be approved by the Director of Lands ("the Director"), at his own expense, lay and form the Green Area (as defined in the Land Grant) and provide and construct the Structures (as defined in the Land Grant) in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director.

Relevant Provisions under the Land Grant

Special Conditions No.(4)(a)

"(4) (a) The Grantee shall:

- (i) on or before the 31st day of December 2020 (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form that portion of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Area"); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")
- so that building, vehicular and pedestrian traffic may be carried on the Green Area;
- (ii) on or before the 31st day of December 2020 (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the

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Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and

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

Special Conditions No.(5)

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

2. Existing Lane, Diversionary Lane and Lane Facilities

Under Special Condition No.(13)(b) of the Land Grant, unless and until the Grantee has fulfilled his obligations under Special Condition No.(13)(c), keep and retain the Existing Lane (as defined in the Land Grant) (except with the prior written approval of the Director) and at his own expense maintain and manage the Existing Lane (including, without limitation, all utilities services underneath the Existing Lane existing at the date of the Land Grant) in good and substantial repair and condition in all respects to the satisfaction of the Director.

Under Special Condition No.(13)(c) of the Land Grant, the Grantee shall on or before 31st December 2020 or such other extended period as may be approved by the Director, at his own expense, lay, form and surface the Diversionary Lane (as defined in the Land Grant) and construct and provide the Lane Facilities (as defined in the Land Grant) in such manner, with such materials and to such standards, levels, alignment, disposition and designs as the Director shall require or approve and in all respects to the satisfaction of the Director.

Relevant Provisions under the Land Grant

Special Conditions No.(13)

- "(13) (a) The Grantee hereby acknowledges that there is an existing lane within that portion of the lot shown coloured pink hatched black stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Black Stippled Black Area") and that portion of the lot shown coloured pink stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Stippled Black Area") (the Pink Hatched Black Stippled Black Area and the Pink Stippled Black Area are hereinafter collectively referred to as "the Existing Lane").
 - (b) Notwithstanding the provision contained in Special Condition No. (9) hereof, unless and until the Grantee has fulfilled his obligations under sub-clause (c) of this Special Condition in all respects to the satisfaction of the Director, the Grantee shall:
 - (i) keep and retain the Existing Lane provided that with the prior written approval of the Director, the Grantee is not obliged to keep and retain the Existing Lane;
 - (ii) at his own expense and in all respects to the satisfaction of the Director maintain and manage the Existing Lane (including, without limitation, all utilities services underneath the Existing Lane existing at the date of this Agreement) in good and substantial repair and condition; and
 - (iii) permit all members of the public at all times during the day and night for all lawful purposes free and uninterrupted access and passage without payment of any nature whatsoever on foot or by wheelchair on, along, to, from, through and over the Existing Lane and shall ensure that such access and passage shall not be interfered with or obstructed by the carrying out of the works under sub-clause (c) of this Special Condition or otherwise;

except that the Grantee may carry out necessary works on the Pink Hatched Black Stippled Black Area in compliance with sub-clause (c) of this Special Condition.

- (c) Notwithstanding the provision contained in Special Condition No. (9) hereof, the Grantee shall on or before the 31st day of December 2020 (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment, disposition and designs as the Director shall require or approve and in all respects to the satisfaction of the Director:
 - (i) lay, form and surface that portion of the lot shown coloured pink hatched black on

- the plan annexed hereto and the Pink Hatched Black Stippled Black Area (hereinafter collectively referred to as "the Diversionary Lane"); and
- (ii) construct and provide a pedestrian passage way together with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings, access steps, stairways, ramps, and such other structures as the Director in his absolute discretion may require within the Diversionary Lane (hereinafter collectively referred to as "the Lane Facilities");
- so that pedestrian traffic may be carried on the Diversionary Lane.
- (d) Notwithstanding the provision contained in Special Condition No. (9) hereof, the Grantee shall at all times during the term hereby agreed to be granted at his own expense manage and maintain the Diversionary Lane, and upon and from the completion of the works provided in sub-clause (c) of this Special Condition, together with the pedestrian passage way and the Lane Facilities both constructed and provided pursuant to sub-clause (c)(ii) of this Special Condition, in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (e) Notwithstanding the provision contained in Special Condition No. (9) hereof, the Grantee shall, after the works referred to in sub-clause (c) of this Special Condition have been completed to the satisfaction of the Director, permit all members of the public at all times during the day and night for all lawful purposes free and uninterrupted access and passage without payment of any nature whatsoever on foot or by wheelchair on, along, to, from, through and over the Diversionary Lane.
- (h) (i) The Grantee shall at all reasonable times permit the Director, his officers, contractors and agents and any persons authorized by him or them with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof (including the Diversionary Lane and the Existing Lane) for the purposes of:
 - (I) inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b), (c) and (d) of this Special Condition;
 - (II) carrying out, inspecting, checking and supervising the works under sub-clause (g) of this Special Condition; and

- (III) laying, installing, diverting, removing, inspecting, repairing and maintaining such parts of the Services (as defined in Special Condition No.(36) hereof) being or running upon, over or under the Diversionary Lane and the Existing Lane and carrying out any other works (including but not limited to the said works relating to the Services) which the Director may consider necessary on, over, under, above, below or within the Diversionary Lane and the Existing Lane.
- (ii) The Grantee shall at all reasonable times permit the owners of the adjoining lots including Kowloon Inland Lot No. 9928 shown and marked K.I.L. 9928 on the plan annexed hereto (hereinafter referred to as "K.I.L. 9928"), the public utility companies, their respective officers, contractors and agents and any other persons authorized by him or them with or without tools, equipment, machinery, the right of free and unrestricted ingress, egress and regress to, from and through the Diversionary Lane and the Existing Lane for the purposes of checking, laying, installing, diverting, removing, inspecting, repairing and maintaining their drain, waterway or watercourse, water main, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over or under the Diversionary Lane and the Existing Lane.
- (iii) In addition to sub-clause (h)(ii) of this Special Condition, the Grantee shall permit the owners of K.I.L. 9928 free of costs and obstruction to have the door openings of adjoining building erected on K.I.L. 9928 shown and marked "Fook Wan Mansion" on the plan annexed hereto leading to and encroaching upon the Diversionary Lane without any obstruction.

For avoidance of doubt, the rights reserved under sub-clauses (h)(i) and (h)(ii) of this Special Condition over the Pink Stippled Black Area shall cease upon fulfilment of the obligations under sub-clause (c) of this Special Condition by the Grantee in all respects to the satisfaction of the Director."

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(I) For the avoidance of doubt,

(i) prior to the fulfilment of the obligation under sub-clause (c) of this Special Condition by the Grantee in all respects to the satisfaction of the Director, the Existing Lane shall not be used for any purpose other than for the public pedestrian passage in accordance with sub-clause (b) of this Special Condition and for providing the access as provided in sub-clause (h) of this Special Condition; and

公共設施及公眾休憩用地的資料

(ii) thereafter the Diversionary Lane shall not be used for any purpose other than for public pedestrian passage in accordance with the sub-clause (e) of this Special Condition and for providing the access as provided in sub-clause (h) of this Special Condition."

Relevant Provisions under the Deed of Mutual Covenant

Recital (Definitions)

""Development Common Areas" means the whole of the Lot and the Development which are not otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, the Commercial Common Areas, the Residential Common Areas or the Car Park Common Areas) and shall include but not limited to:

- (a) the Diversionary Lane;
- (b) load bearing walls, structural walls, foundations, columns, beams and floor slabs of the Development (which do not form part of the Units, the Commercial Common Areas, the Residential Common Areas or the Car Park Common Areas);
- (c) parts of the External Walls of the Development from the Ground Floor to the Third Floor as for identification purpose only shown and coloured yellow on the Elevation Plan (certified as to its accuracy by the Authorized Person) hereto annexed;
- (d) enclosing walls of the Development Common Areas (but in the case of such enclosing walls adjoining any Unit(s), excluding the plaster and covering of the internal surface of such enclosing walls within the relevant Unit(s));
- (e) such part of the Slope and Retaining Structures (if any) within the Lot;
- (f) portions of the Greenery Area, rainwater harvesting and grey water recycling plant room, water meter cabinets, the Disabled Parking Space, the Owners' Committee Room, fire services and sprinkler water pump and tank room, master water meter room, staircases and landings, refuse storage and material recovery room, transformer room cable riser duct, pipe ducts, gas control valve room, fan room, part of guard room, hose reels, electrical rooms, extra low voltage room, sprinkler control valve room, fire services pipe ducts, fire services inlets, transformer room, covered landscape, main switch room, genset room, fuel tank room and concrete plinths for lightning poles;

and all other common parts specified in Schedule I to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner (which do not form part of the Units, the Commercial Common Areas, the Residential Common Areas or the Car Park Common

Areas). The Development Common Areas are for the purpose of identification shown and coloured yellow, yellow hatched black and yellow stippled black on the plans (certified as to their accuracy by the Authorized Person) hereto annexed."

- ""Development Common Facilities" means
- (a) such of fire service control, master meter, main switch, telecommunication broadcasting equipment, air-conditioning system, sprinkler reinforced concrete water tank, fire services reinforced concrete water tank, greywater storage tank, contact aeration tank, buffer tank, influent rainwater collection tank, treated mixing tank, fuel tank, the surface channel with cover, fire alarm system, fire hydrant/hose reel system, drains, pipes, gutters, wells (if any), sewers, wires and cables, electrical generator, aerial broadcast distribution facilities, telecommunications network facilities, TV antennae, plant and machinery, vertical green as for the purpose of identification shown in green dotted lines and marked "VG3" and "VG4" on the Greenery Area Plan (G/F) (certified as to its accuracy by the Authorized Person) hereto annexed, lightning poles, mechanical ventilation system, electrical and mechanical installation servicing the Development Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and the Development through which water, sewage, electricity and any other services are supplied to the Lot and the Development or any part or parts thereof which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (b) lighting including facade lighting within the Development which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (c) automatic sprinkler system, fire detection and alarm system and fire hydrant and hose reel system within the Development which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (d) burglar alarm, metal gate, manned gate, drop-gate and security system(s) (if any) which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;
- (e) such installations and facilities for supply of electricity to the Disabled Parking Space for charging of motor vehicle;
- (f) the Lane Facilities;

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

For avoidance of doubt, the term "Development Common Facilities" shall not include those facilities, equipment and other like structures forming part of the Commercial Common Facilities, the Residential Common Facilities or the Car Park Common Facilities." "Diversionary Lane" means the areas referred to in Special Condition No.(13)(c)(i) of the Government

Grant and shown and coloured yellow hatched black on the Ground Floor Plan (certified as to its accuracy by the Authorized Person) hereto annexed."

""Lane Facilities" means such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings, access steps, stairways, ramps, and such other structures as the Director of Lands in his absolute discretion may require, constructed and provided and to be constructed and to be provided within the Diversionary Lane pursuant to Special Condition No.(13)(c)(ii) of the Government Grant."

Clause (3:02:01)

"Save and except as otherwise expressly provided in this Deed and the provisions of the Building Management Ordinance (Cap.344), the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Development, including in particular but without in any way limiting the generality of the foregoing:

(a) to maintain in good, clean and safe condition the Common Areas and the Common Facilities, including but not limited to the Diversionary Lane and the Lane Facilities, and for this purpose to employ competent contractors and workmen;"

Paragraph (2) of Third Schedule

"Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Development and the exclusive right to hold use occupy and enjoy each Unit is held:

- (c) the right for all members of the public at all times during the day and night for all lawful purposes free and uninterrupted access and passage without payment of any nature whatsoever on foot or by wheelchair on, along, to, from, through and over the Diversionary Lane;
- (d) the right for the owners of the adjoining lots including Kowloon Inland Lot No.9928, the public utility companies, their respective officers, contractors and agents and any other persons authorized by him or them with or without tools, equipment, machinery of free and unrestricted ingress, egress and regress to, from and through the Diversionary Lane and the Pink Hatched Black Stippled Black Area (as defined in Special Condition No.(13)(a) of the Government Grant) for the purposes of checking, laying, installing, diverting, removing, inspecting, repairing and maintaining their drain, waterway or watercourse, water main, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over or under the Diversionary Lane and the Pink Hatched Black Stippled Black Area.
- (e) the right for the owners of Kowloon Inland Lot

No.9928 free of costs and obstruction to have the door openings of adjoining building erected on Kowloon Inland Lot No.9928 shown and marked "Fook Wan Mansion" on the plan annexed to the Government Grant leading to and encroaching upon the Diversionary Lane without any obstruction;

Provided always that the Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities."

Paragraph (56) of Fourth Schedule

"The Diversionary Lane shall not be used for any purpose other than for public pedestrian passage in accordance with Special Condition No.(13)(e) of the Government Grant and for providing the access as provided in Special Condition No.(13)(h) of the Government Grant."

C. INFORMATION ON THE SIZE OF ANY OPEN SPACE THAT IS REQUIRED UNDER THE LAND GRANT TO BE MANAGED, OPERATED OR MAINTAINED FOR PUBLIC USE AT THE EXPENSE OF THE OWNERS OF THE RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

NOT APPLICABLE

D. INFORMATION ON ANY PART OF THE LAND (ON WHICH THE DEVELOPMENT IS SITUATED) THAT IS DEDICATED TO THE PUBLIC FOR THE PURPOSES OF REGULATION 22(I) OF THE BUILDING (PLANNING) REGULATIONS (CAP. 123 SUB. LEG. F)

NOT APPLICABLE

In relation to those facilities and open spaces, and those parts of the land mentioned in paragraphs A, B, C and D above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the Land Grant or the deed of dedication (as the case may be).

The facilities and open spaces mentioned in paragraphs B and C above are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities or open spaces through the management expenses apportioned to the residential properties concerned.

公共設施及公眾休憩用地的資料

A. 根據批地文件規定須興建並提供予政府或供公眾使 用的任何設施的資料

1. 綠色範圍

根據批地文件特別條款第(4)(a)條,承批人須於2020年12月31日或之前或地政總署署長(「署長」)批准的其他延伸期限之前,自費以署長批准的方式及物料,及按署長批准的標準、高度、定線及設計鋪設及構建綠色範圍(按批地文件所定義)及提供及興建該等構築物(按批地文件所定義),以使署長在所有方面均滿意。

批地文件的相關條文

特別條款第(4)(a)條

「(4) (a) 承批人須:

- (i) 於2020年12月31日或之前(或署長批准的其他延伸期限之前),自費以署長批准的方式及物料,及按署長批准的標準、高度、定線及設計進行以下工程,以使署長在所有方面均滿意:
 - (I) 鋪設及構建在附圖上以綠色顯示 的未來公共道路範圍(下稱「綠 色範圍」);及
 - (II) 依照署長可獨自決定要求,提供及興建橋樑、隧道、上跨道、下跨通、下水通、高架道、天橋、行人道、道路或其他構築物(下稱「該等構築物」)

致使於綠色範圍上可以進行興建及 車輛及行人之交通;

- (ii) 於2020年12月31日或之前(或署長 批准的其他延伸期限之前),自費 將綠色範圍鋪路面、做路邊石和、 道及依署長要求於其提供溝渠、 道及、下水道、接駁至總水管之消 防龍頭及水管、服務設施、街燈 交通標誌、街道設施、路標及植 物,以使署長滿意;及
- (iii) 自費保養綠色範圍連同該等構築物及其上或其中興建、安裝及提供的一切構築物、路面、溝渠、服務的一切構築物、消防龍頭、服務。施、街燈、交通標誌、街道設施、路標及植物達到署長滿意面的管在特別條款第(5)條將綠色範圍的存

特別條款第(5)條

「(5) 為進行特別條款第(4)條的所須工程,承 批人將於本協議日期被給予綠色範圍行 管有權。綠色範圍須按要求交回政府 惟在任何情況下如署長發信表示此色 地條款已獲符合並使其滿意,綠回 則會被視為在該信件的日期,承批人 當承批人管有綠色範圍時,承批 所有合理時間容許所有政府和公職 及行人交通自由通過及行經綠色範圍, 此等通行權不可受特別條款第(4)條的工程或其他因素影響或阻礙。」

2. 分流路徑及路徑設施

根據批地文件特別條款第(13)(c)條,承批人須於2020年12月31日或之前或署長批准的其他延伸期限之前,自費以署長批准的方式及物料,及按署長批准的標準、高度、定線、布置及設計鋪設、構建及平整分流路徑(根據批地文件所定義)及提供及興建路徑設施(根據批地文件所定義),以使署長在所有方面均滿意。

批地文件的相關條文

特別條款第(13)條

- 「(13) (c) 即使特別條款第(9)條另有規定,承批 人須於2020年12月31日或之前(或署長 批准的其他延伸日期之前)自費以署長 批准的方式及物料,及按署長批准的標 準、高度、定線、佈局及設計進行以下 工程,以使署長在所有方面滿意:
 - (i) 鋪設、構建及平整在附圖上以粉紅 色加黑斜線顯示的該地段的範圍及 粉紅色加黑色斜線和黑點區域(合 稱「分流路徑」)及
 - (ii) 興建及提供一條行人通道及溝渠、下水道、排水道、接駁至總水管之消防龍頭及水管、街燈、交通標誌、街道設施、路標、接駁梯級、樓梯、斜路及其他署長絕對酌情要求的其他構築物(合稱「路徑設施」);

致使於分流路徑上可以進行行人之交通:

- (d) 即使特別條款第(9)條另有規定,承批人 須所於在此同意的批租期內的所有時間 自費管理及保養分流路徑,以及在完成 本特別條款第(c)分條下的工程後一併管 理及保養根據特本特別條款第(c)(ii)分條 下提供的行人通道及路徑設施,以達至 良好及妥善的維修狀況,並使署長在所 有方面滿意。
- (e) 即使特別條款第(9)條另有規定,承批人 須在本特別條款第(c)分條提及的工程完 成並使署長滿意後准許所有公眾人士在 日夜所有時間自由及不受干擾地以步行 或使用輪椅方式免費進出及通過分流路 徑以作所有合法用途。

(h) (i) 承批人須在所有合理時間准許署長及其官員、承辦商及代理人或任何署長授權的人士在有或沒有工具、器材、機器或汽車的情況下有權為以下目的自由進出及再進出和行經及通過該地段或其任何部分(包括分流路徑及現有路徑):

- (I) 檢視、檢查及監督任何根據本特別條款第(b)、(c)及(d)分條進行的工程:
- (II) 進行、檢視、檢查及監督根據本 特別條款第(g)分條進行的工 程;及
- (III) 鋪設、安裝、轉移、移除、檢視、維修及保養該等在分流路徑和現有路徑上、下鋪設的部分服務設施(按特別條款第(36)條定義),並在分流路徑和現有路徑上、下或內進行任何署長認為須要的工程(包括但不限於上述有關服務設施的工程)。
- (ii) 承批人在所有合理時間內須准許毗 鄰地段(包括在附夾圖則內以 K.I.L.9928標示的九龍內地段第9928 號(下稱「K.I.L.9928」))的業 主、公用事業公司及其各自的人 員、承辦商及代理人及任何其他獲 其授權之人士在有或沒有工具、器 材或機器的情況下有權自由及不受 阻礙地進出及再進出和行經及通過 分流路徑和現有路徑,以檢查、鋪 設、安裝、轉移、移除、檢視、維 修及保養其位於分流路徑和現有路 徑上及下的排水道、水道、總水 管、溝渠、明渠、管道、電纜、電 線、公用事業設施或其他工程與 裝置。
- (iii) 除本特別條款第(h)(ii)分條以外,承批人亦須准許K.I.L.9928的業主免費及不受阻礙地為興建在K.I.L. 9928上並在附夾圖則上標示為 "Fook Wan Mansion"的毗鄰建築物設置通往及佔用分流路徑的出入口。

(I) 為免生疑,

- (i) 在承批人完成本特別條款第(c)分條下的責任以使署長在所有方面滿意前,除根據本特別條款第(b)分條下用作公眾行人通道及根據本特別條款第(h)分條下提供出入通道外,現有路徑不得用作任何其他用途;及
- (ii) 其後,除根據本特別條款第(e)分條下用作公眾行人通道及根據本特別條款第(h)分條下提供出入通道外,分流路徑不得用作任何其他用途。」

公契的相關條文

敘文(定義)

「「發展項目公用地方」指整個該地段及發展項目 未有特別轉讓予或供個別業主獨家使用,而設計 或擬供業主共同使用及享用(而不構成單位、商 用公用地方、住宅公用地方或停車場公用地方一 部分)的地方,包括但不限於:-

- (a) 分流路徑;
- (b) 發展項目的承重牆、結構牆、基座、柱、 樑及樓板(而不構成單位、商用公用地方、 住宅公用地方或停車場公用地方一部分 者);
- (c) 在此附夾的立面圖上(經認可人士核證為 準確)為辨認用途以黃色顯示的發展項目地 面層至三樓的部分外牆;
- (d) 發展項目公用地方的圍封牆(惟若該等圍封 牆與任何單位相連,則不包括在有關單位內 該等圍封牆的內面的批盪及面層);
- (e) 斜坡及護土結構(如有)位於該地段內的 部分;
- (f) 部分綠化地方、雨水回收及中水重用機房、水錶櫃、傷殘停車位、、業主委員會會、機房、游及花灑水泵及缸房、總水錶房、消及 機合、垃圾儲存及物料回收房、電力變壓所。 電纜管道、管道槽、氣體控制閥房、、特壓電房、消防喉轆、電力房、將實上,以下,有蓋園景、有蓋園景、衛電人水擊、電力變壓房、有蓋園景、總電人水擊、電力變壓房、有蓋園景、總電人。 發電機房、燃料缸房及避雷針混凝土基座;

及該地段及發展項目內設計或擬供予業主共同使用和享用及非轉讓予或供個別業主獨家使用(而不構成單位、商用公用地方、住宅公用地方或停車場公用地方一部分)並屬於《建築物管理條例》(第344章)附表1內列明的所有其他公用部分(如有)。發展項目公用地方在此附夾的圖則上(經認可人士核證為準確)為辨認用途以黃色、黃色加黑色斜線及黃色加黑點顯示。」

「「發展項目公用設施」指

(a) 該等供該地段及發展項目共同使用及享用 而非供個別單位獨自使用或享用的消防控 制設備、總錶、總掣、電訊及廣播設備、冷 氣系統、花灑強化混凝土水缸、消防強化 混凝土水缸、中水儲水缸、接觸曝氣缸、 緩衝水缸、外來雨水收集缸、經處理混合 缸、燃料缸、有蓋明渠、消防警鐘系統、 消防栓/喉轆系統、排水管、管道、雨水 渠、水井(如有)、污水渠、電線及電纜、 發電機、天線分布設施、電訊網絡設施、電 視天線、機器與設備、在此附夾的「綠 化地方」圖則(地面層)(經「認可人士」核 證為準確)上為辨認用途以綠色虛線顯示並 以「VG3」及「VG4」標明的垂直綠化、 避雷針、機械通風系統、服務「發展項目公 用地方」的機電裝置及其他現時或任何時間 在「該地段」及發展項目之內、之下、之上 或通過該地段及發展項目將水、污水、電力 及任何其他服務設施輸送到該地段及發展項 目或其任何部分的服務設施(不論是以管道 或其他形式);

公共設施及公眾休憩用地的資料

- (b) 發展項目內供該地段及發展項目共同使用及 享用而非供個別單位獨自使用或享用的照 明,包括外牆照明;
- (c) 發展項目內供該地段及發展項目共同使用 及享用而非供個別單位獨自使用或享用的自 動灑水系統、消防探測及警報系統及消防栓 及喉轆系統;
- (d) 供該地段及發展項目共同使用及享用而非供個別單位獨自使用或享用的防盜鐘、金屬閘門、人手閘門、升降式閘門及保安系統(如有);
- (e) 用作提供電源予傷殘停車位作車輛充電用途 的裝置及設施;
- (f) 路徑設施;

及其他供該地段及發展項目共同使用及享用而非 供個別單位獨自使用或享用的設施和系統。為免 疑問,「發展項目公用設施」並不包括該等構成 商用公用設施、住宅公用設施或停車場公用設施 的設施、設備及類似構築物。」

「分流路徑」指批地文件特別條款第(13)(c)(i)條下稱的範圍在並在此附夾的地面層圖則上(經認可人士核證為準確)以黃色加黑色斜線顯示樓的部分。」

「「路徑設施」指根據批地文件特別條款第(13)(c) (ii)條及按地政總署署長全權酌情要求在分流路徑內興建及提供及將興建及將提供的溝渠、排水道、下水道、接駁至總水管之消防龍頭及水管、街燈、交通標誌、街道設施、路標、通道樓梯、梯級、坡道及其他構築物。」

第(3:02:01)條

「除本公契及《建築物管理條例》(第344章)另有指明者外,管理人須負責並有全權作出一切與妥善及有效管理發展項目所需要或必要的行動及事項,包括但不限於:

(a) 保養公用地方及公用設施(包括但不限於 分流路徑及路徑設施)至良好、清潔及安全 之狀況,並為此聘用有能力的承辦商及 工人;」

第三附表第(2)段

「該地段及發展項目的不可分割份數及持有、使用、佔用和享用每個單位的專有權利受下列地役權、權利和特權之規限:

•••

(c) 公眾人士有權在日夜所有時間自由及不受干擾地以步行或使用輪椅方式免費進出及通過分流路徑以作所有合法用途;

- (e) 九龍內地段第9928號之業主免費及不受阻 礙地為興建在九龍內地段第9928號上並 在批地文件附夾圖則上標示為 "Fook Wan Mansion" 的毗鄰建築物設置通往及佔用分 流路徑的出入口;

惟在任何情況下管理人均有全權及授權控制及管理公用地方及公用設施。」

第四附表第(56)段

「分流路徑不得用作根據批地文件特別條款第(13)(e)條的公眾行人通道及根據批地文件特別條款第(13)(h)條提供出入通道以外的任何用途。」

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的資料

1. 綠色範圍

根據批地文件特別條款第(4)(a)條,承批人須於2020年12月31日或之前或地政總署署長(「署長」)批准的其他延伸期限之前,自費以署長批准的方式及物料,及按署長批准的標準、高度、定線及設計鋪設及構建綠色範圍(按批地文件所定義)及提供及興建該等構築物(按批地文件所定義),以使署長在所有方面均滿意。

批地文件的相關條文

特別條款第(4)(a)條

- 「(4) (a) 承批人須:
 - (i) 於2020年12月31日或之前(或署長批准的其他延伸期限之前),自費以署長批准的方式及物料,及按署長批准的標準、高度、定線及設計進行以下工程,以使署長在所有方面均滿意:
 - (III) 鋪設及構建在附圖上以綠色顯示的未來公共道路範圍(下稱「綠色範圍」);及
 - (IV)依照署長可獨自決定要求,提供及興建橋樑、隧道、上跨道、下跨通、下水通、高架道、天橋、行人道、道路或其他構築物(下稱「該等構築物」)致使於綠色範圍上可以進行興建及

車輛及行人之交通;

- (ii) 於2020年12月31日或之前(或署長批准的其他延伸期限之前),石泉色範圍鋪路面、做路邊渠道及依署長要求於其提供溝渠之消防龍頭及水管、服務設施、街燈植物,以使署長滿意;及
- (iii) 自費保養綠色範圍連同該等構築物 自費保養為其中與建同該等構供 一切構築物、路師 道、、消防龍頭 道、、消防龍頭 施、衛燈物達到標誌、 路標及植物達到署長滿意 在特別條款第(5)條將綠色範圍的 有交還政府。」

特別條款第(5)條

2. 現有路徑、分流路徑及路徑設施

根據批地文件特別條款第(13)(b)條,承批人在履行批地文件特別條款第(13)條第(c)分條下的責任前須保持及保留現有路徑(按批地文件定義)(除非署長另有書面批准),並自費保養及管理現有路徑(包括但不限於所有在批地文件當日已有及藏於現有路徑下方的所有公用事業設施)至良好及妥善的維修狀態,並使署長在各方面滿意。

根據批地文件特別條款第(13)(c)條,承批人須於2020年12月31日或之前或署長批准的其他延伸期限之前,自費以署長批准的方式及物料,及按署長批准的標準、高度、定線、布置及設計鋪設、構建及平整分流路徑(根據批地文件所定義)及提供及興建路徑設施(根據批地文件所定義),以使署長在所有方面均滿意。

批地文件的相關條文

特別條款第(13)條

"(13) (a) 承批人在此確認在附夾圖則中以粉紅色 加黑色斜線和黑點顯示的該地段的部 分(下稱「粉紅色加黑色斜線和黑點區 域」)及在附夾圖則中以粉紅色加黑點 顯示的該地段的部分(下稱「粉紅色加 黑點區域」)內現有一條路徑(粉紅色 加黑色斜線和黑點區域及粉紅色加黑點 區域合稱「現有路徑」)。

- (b) 即使特別條款第(9)條另有規定,在承批 人履行本特別條款第(c)分條下的責任並 使署長在各方面滿意前,承批人須:
 - (i) 保持及保留現有路徑,除非署長另 有書面批准承批人毋須保持及保留 現有路徑:
 - (ii) 自費保養及管理現有路徑(包括但 不限於所有在批地文件當日已有及 藏於現有路徑下方的所有公用事業 設施)至良好及妥善的維修狀態, 並使署長在各方面滿意;及
 - (iii) 准許所有公眾人士在日夜所有時間自由及不受干擾地以步行或使用輪椅方式免費進出及通過現有路徑以作所有合法用途,並確保該等進出及通行權不受根據本特別條款第(c)分條下進行的工程或其他因素干擾或阻礙;

惟承批人可在粉紅色加黑色斜線和黑點區域 根據批地文件特別條款第(13)條第(c)分條進 行所須工程。

- (c) 即使特別條款第(9)條另有規定,承批 人須於2020年12月31日或之前(或署長 批准的其他延伸日期之前)自費以署長 批准的方式及物料,及按署長批准的標 準、高度、定線、佈局及設計進行以下 工程,以使署長在所有方面滿意:
 - (i) 鋪設、構建及平整在附圖上以粉紅 色加黑斜線顯示的該地段的範圍及 粉紅色加黑色斜線和黑點區域(合 稱「分流路徑」);及
 - (ii) 興建及提供一條行人通道及溝渠、下水道、排水道、接駁至總水管之消防龍頭及水管、街燈、交通標誌、街道設施、路標、接駁梯級、樓梯、斜路及其他署長絕對酌情要求的其他構築物(合稱「路徑設施」);致使於分流路徑上可以進行行人之交通;
- (d) 即使特別條款第(9)條另有規定,承批人 須所於在此同意的批租期內的所有時間 自費管理及保養分流路徑,以及在完成 本特別條款第(c)分條下的工程後一併管 理及保養根據特本特別條款第(c)(ii)分條 下提供的行人通道及路徑設施,以達至 良好及妥善的維修狀況,並使署長在所 有方面滿意。
- (e) 即使特別條款第(9)條另有規定,承批人 須在本特別條款第(c)分條提及的工程完 成並使署長滿意後准許所有公眾人士在 日夜所有時間自由及不受干擾地以步行 或使用輪椅方式免費進出及通過分流路 徑以作所有合法用途。

...

(h) (i) 承批人須在所有合理時間准許署長及其官員、承辦商及代理人或任何署長授權的人士在有或沒有工具、

公共設施及公眾休憩用地的資料

器材、機器 或汽車的情況下有權為 以下目的自由進出及再進出和行經 及通過該地段或其任何部分(包括分 流路徑及現有路徑):

- (I) 檢視、檢查及監督任何根據本特別條款第(b)、(c)及(d)分條進行的工程:
- (II) 進行、檢視、檢查及監督根據本 特別條款第(g)分條進行的工 程;及
- (III) 鋪設、安裝、轉移、移除、檢視、維修及保養該等在分流路徑和現有路徑上、下鋪設的部分服務設施(按特別條款第(36)條定義),並在分流路徑和現有路徑上、下或內進行任何署長認為須要的工程(包括但不限於上述有關服務設施的工程)。
- (ii) 承批人在所有合理時間內須准許 毗鄰地段(包括在附夾圖則內以 K.I.L.9928標示的九龍內地段第9928 號(下稱「K.I.L. 9928」))的業 主、公用事業公司及其各自的人 員、承辦商及代理人及任何其他獲 其授權之人士在有或沒有工具、器 材或機器的情況下有權自由及不受 阻礙地進出及再進出和行經及通過 分流路徑和現有路徑,以檢查、鋪 設、安裝、轉移、移除、檢視、維 修及保養其位於分流路徑和現有路 徑上及下的排水道、水道、總水 管、溝渠、明渠、管道、電纜、電 線、公用事業設施或其他工程與 裝置。
- (iii) 除本特別條款第(h)(ii)分條以外,承批人亦須准許K.I.L.9928的業主免費及不受阻礙地為興建在K.I.L. 9928上並在附夾圖則上標示為"Fook Wan Mansion"的毗鄰建築物設置通往及佔用分流路徑的出入口。

為免生疑,根據本特別條款第(h)(i)及(h)(ii)分條就粉紅色加黑點區域所保留之權利將在承批人完成本特別條款第(c)分條下的責任並使署長在各方面滿意時終止。

...

- (I) 為免生疑,
 - (i) 在承批人完成本特別條款第(c) 分條下的責任以使署長在所有方面滿意前,除根據本特別條款第(b)分條下用作公眾行人通道及根據本特別條款第(h)分條下提供出入通道外,現有路徑不得用作任何其他用途;及
 - (ii) 其後,除根據本特別條款第(e) 分條下用作公眾行人通道及根據 本特別條款第(h)分條下提供出 入通道外,分流路徑不得用作任 何其他用途。」

公契的相關條文

敘文(定義)

- 「「發展項目公用地方」指整個該地段及發展項目 未有特別轉讓予或供個別業主獨家使用,而設計 或擬供業主共同使用及享用(而不構成單位、商 用公用地方、住宅公用地方或停車場公用地方一 部分)的地方,包括但不限於:
- (a)分流路徑;
- (b)發展項目的承重牆、結構牆、基座、柱、樑及樓板(而不構成單位、商用公用地方、住宅公用地方或停車場公用地方一部分者);
- (c)在此附夾的立面圖上(經認可人士核證為準確) 為辨認用途以黃色顯示的發展項目地面層至三樓 的部分外牆;
- (d)發展項目公用地方的圍封牆(惟若該等圍封牆與任何單位相連,則不包括在有關單位內該等圍封牆的內面的批盪及面層);
- (e)斜坡及護土結構(如有)位於該地段內的部分;

及該地段及發展項目內設計或擬供予業主共同使用和享用及非轉讓予或供個別業主獨家使用(而不構成單位、商用公用地方、住宅公用地方或停車場公用地方一部分)並屬於《建築物管理條例》(第344章)附表1內列明的所有其他公用部分(如有)。發展項目公用地方在此附夾的圖則上(經認可人士核證為準確)為辨認用途以黃色、黃色加黑色斜線及黃色加黑點顯示。」

「「發展項目公用設施」指

或通過該地段及發展項目將水、污水、電力及任何其他服務設施輸送到該地段及發展項目或其任何部分的服務設施(不論是以管道或其他形式):

- (b)發展項目內供該地段及發展項目共同使用及享用 而非供個別單位獨自使用或享用的照明,包括外 牆照明;
- (c)發展項目內供該地段及發展項目共同使用及享用 而非供個別單位獨自使用或享用的自動灑水系 統、消防探測及警報系統及消防栓及喉轆系統;
- (d)供該地段及發展項目共同使用及享用而非供個別單位獨自使用或享用的防盜鐘、金屬閘門、人手閘門、升降式閘門及保安系統(如有);
- (e)用作提供電源予傷殘停車位作車輛充電用途的裝置及設施:
- (f) 路徑設施;

及其他供該地段及發展項目共同使用及享用而非 供個別單位獨自使用或享用的設施和系統。為免 疑問,「發展項目公用設施」並不包括該等構成 商用公用設施、住宅公用設施或停車場公用設施 的設施、設備及類似構築物。」

「分流路徑」指批地文件特別條款第(13)(c)(i)條下稱的範圍在並在此附夾的地面層圖則上(經認可人士核證為準確)以黃色加黑色斜線顯示樓的部分。」

「路徑設施」指根據批地文件特別條款第(13)(c) (ii)條及按地政總署署長全權酌情要求在分流路徑內興建及提供及將興建及將提供的溝渠、排水道、下水道、接駁至總水管之消防龍頭及水管、街燈、交通標誌、街道設施、路標、通道樓梯、梯級、坡道及其他構築物。」

第(3:02:01)條

「除本公契及《建築物管理條例》(第344章)另有指明者外,管理人須負責並有全權作出一切與妥善及有效管理發展項目所需要或必要的行動及事項,包括但不限於:

(a) 保養公用地方及公用設施(包括但不限於 分流路徑及路徑設施)至良好、清潔及安全 之狀況,並為此聘用有能力的承辦商及 工人;」

第三附表第(2)段

「該地段及發展項目的不可分割份數及持有、使用、佔用和享用每個單位的專有權利受下列地役權、權利和特權之規限:

(c) 公眾人士有權在日夜所有時間自由及不受干擾地以步行或使用輪椅方式免費進出及通過分流路徑以作所有合法用途;

- (e) 九龍內地段第9928號之業主免費及不受阻礙地為興建在九龍內地段第9928號上並在批地文件附夾圖則上標示為"Fook Wan Mansion"的毗鄰建築物設置通往及佔用分流路徑的出入口;

惟在任何情況下管理人均有全權及授權控制及管理公用地方及公用設施。」

第四附表第(56)段

「分流路徑不得用作根據批地文件特別條款第(13)(e)條的公眾行人通道及根據批地文件特別條款第(13)(h)條提供出入通道以外的任何用途。」

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 何休憩用地的大小資料

不適用

D. 發展項目所位於的土地上為施行《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的資料

不適用

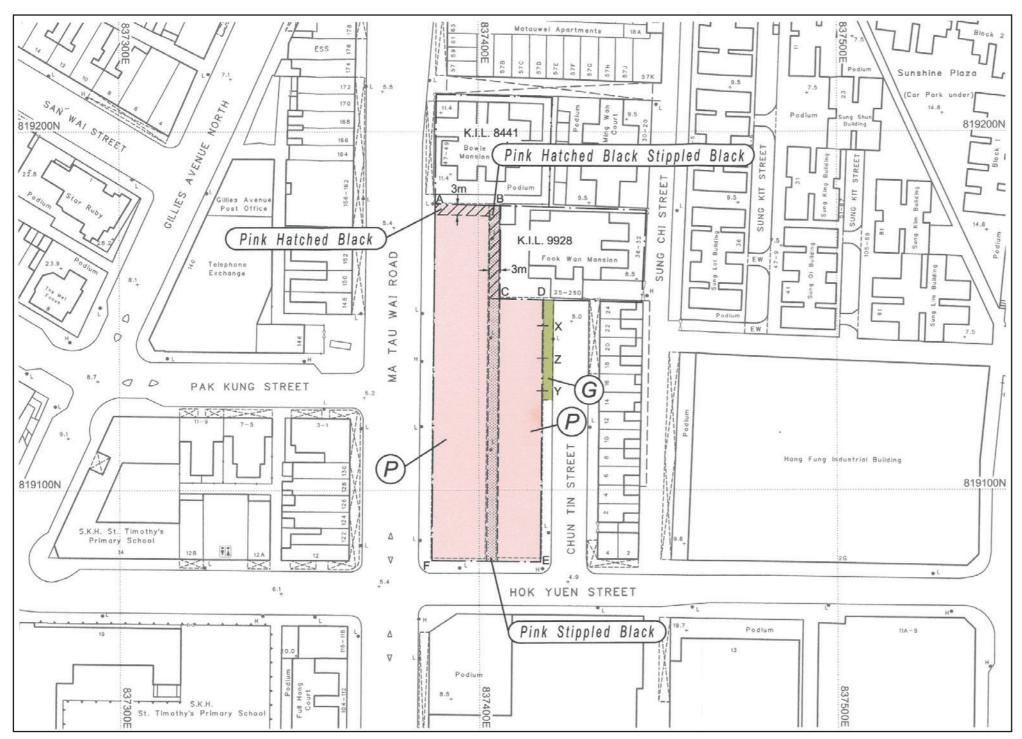
就以上 A、B、C 及 D 段提述的供公眾使用的設施及休憩用地及土地中的各部分,公眾有權按照批地文件或撥出私人地方供公眾使用的契據(視屬何情況而定)使用該等設施或休憩設施,或土地中的該等部分。

以上B及C段提述的設施及休憩用地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,而該等擁有人按規定須以由有關住宅物業分攤的管理開支,應付管理、營運或維持該等設施或休憩用地的部分開支。

...

公共設施及公眾休憩用地的資料

A plan showing location of the Existing Lane, the Diversionary Lane and the Green Area: 現有路徑、分流路徑及綠色範圍的位置的圖則:



Legend 圖例:

Existing Lane 現有路徑

Pink hatched black stippled black 粉紅色加黑斜線黑點

Pink stippled black 粉紅色加黑點

Diversionary Lane 分流路徑

Pink hatched black stippled black 粉紅色加黑斜線黑點

11//

Pink hatched black 粉紅色加黑斜線

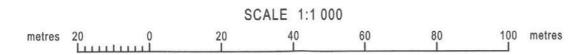
Green Area 綠色範圍



Green 綠色

Note 附註:

- I. This plan is an extract of plan annexed to the Land Grant. 本圖乃摘錄自附於批地文件的圖則。
- 2. This plan is for showing the location of the Existing Lane, the Diversionary Lane and the Green Area only. Other matters shown in this plan may not reflect their latest condition. 本圖僅作顯示現有路徑、分流路徑及綠色範圍的位置。本圖所示之其他事項未必能反映其最新狀況。



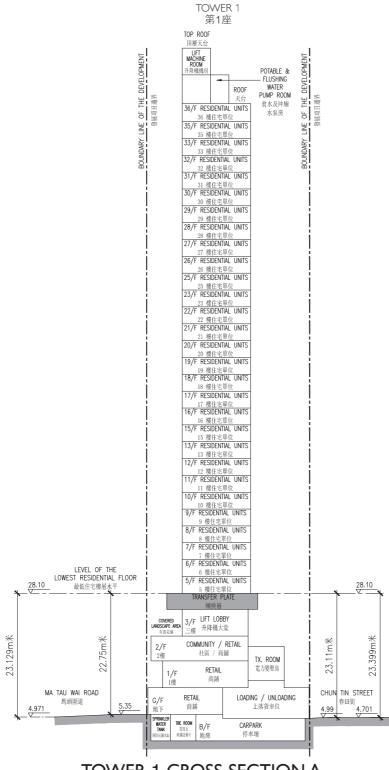
WARNING TO PURCHASERS 對買方的警告

- 1. The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
- 2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
- 3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser
 - (i) that firm may not be able to protect the purchaser's interests; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors; and
- 4. In the case of paragraph 3 (ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

- 1. 現特此建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外),以在交易中代表買方行事。
- 2. 如買方聘用上述的獨立的律師事務所,以在交易中代表買方行事,該律師事務所將會能夠向買方提供獨立意見。
- 3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事,而擁有人與買方之間出現利益衝突
 - (i) 該律師事務所可能不能夠保障買方的利益;及
 - (ii) 買方可能要聘用一間獨立的律師事務所;及
- 4. 如屬3(ii)段的情況,買方須支付的律師費用總數,可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

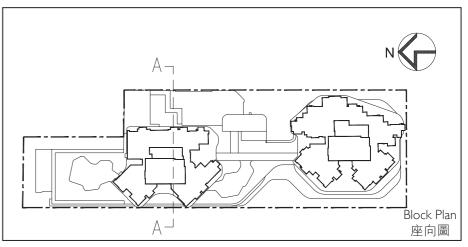
CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目中的建築物的橫截面圖



TOWER 1 CROSS-SECTION A 第1座橫截面圖 A

- 1. ∇ denotes height (in metres) above the Hong Kong Principal Datum (HKPD).
- 2. -—-- Dotted line denotes the lowest residential floor of the building.
- 3. The part of Ma Tau Wai Road adjacent to the building is 4.971 to 5.35 metres above the Hong Kong Principal Datum (HKPD). 2. -—-- 虚線為該建築物最低住宅樓層水平。
- 4. The part of Chun Tin Street adjacent to the building is 4.701 to 4.99 metres above the Hong Kong Principal Datum (HKPD).
- 5. According to the Urban Renewal Authority Chun Tin Street / Sung Chi Street Development Scheme Plan No.S/K9/URA 1/2, Chun Tin Street adjacent to the Development will be permanently closed. Please refer to the "Relevant Information" section of this Sales Brochure for further details.



--- Boundary line of the Development 發展項自邊界

Legend 圖例:

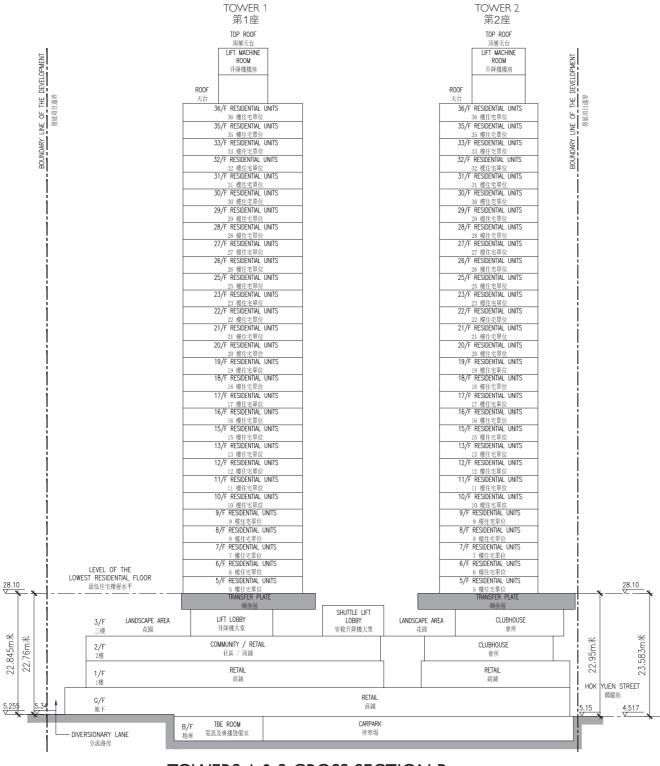
TX. ROOM = TRANSFORMER ROOM 電力變壓房

TBE ROOM = TELECOMMUNICATIONS AND BROADCASTING ROOM 電訊及廣播設備室

- 1. ▼ 代表香港主水平基準以上的高度(米)。
- 3. 毗連建築物的一段馬頭圍道為香港主水平基準以上4.971至5.35米。
- 4. 毗連建築物的一段春田街為香港主水平基準以上4.701至4.99米。
- 5. 根據市區重建局春田街/崇志街發展計劃圖編號S/K9/URA1/2, 毗鄰發展項目的春田街將會永久封閉。有關詳情 請參閱本售樓説明書「有關資料」一節。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目中的建築物的橫截面圖



TOWERS 1 & 2 CROSS-SECTION B 第1及2座橫截面圖 B

- 2. -—- Dotted line denotes the lowest residential floor of the building.
- 3. The part of Hok Yuen Street adjacent to the building is 4.517 to 5.15 metres above the Hong Kong Principal Datum (HKPD).
- 4. The park of Diversionary Lane adjacent to the building is 5.255 to 5.34 metres above the Hong Kong Principal Datum (HKPD).
- 1. ▼ 代表香港主水平基準以上的高度(米)。
- 2. ---- 虚線為該建築物最低住宅樓層水平。
- 3. 毗連建築物的一段鶴園街為香港主水平基準以上4.517至5.15米。
- 4. 毗連建築物的一段分流路徑為香港主水平基準以上5.255至5.34米。

Block Plan

座向圖

--- Boundary line of the Development

TBE ROOM = TELECOMMUNICATIONS AND BROADCASTING ROOM

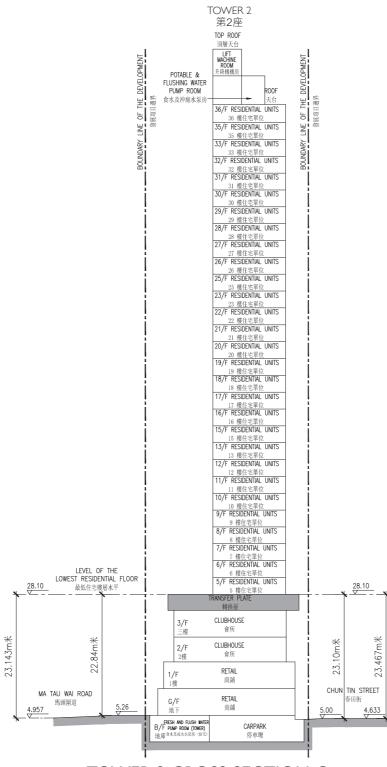
發展項目邊界

電訊及廣播設備室

Legend 圖例:

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

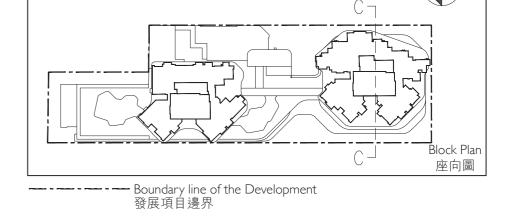
發展項目中的建築物的橫截面圖



TOWER 2 CROSS-SECTION C 第2座橫截面圖 C

- 1.

 ✓ denotes height (in metres) above the Hong Kong Principal Datum (HKPD).
- 2. -—- Dotted line denotes the lowest residential floor of the building.
- 3. The part of Chun Tin Street adjacent to the building is 4.633 to 5.00 metres above the Hong Kong Principal Datum (HKPD).
- 4. The part of Ma Tau Wai Road adjacent to the building is 4.957 to 5.26 metres above the Hong Kong Principal Datum (HKPD).
- 5. According to the Urban Renewal Authority Chun Tin Street / Sung Chi Street Development Scheme Plan No.S/K9/URA I/2, Chun Tin Street adjacent to the Development will be permanently closed. Please refer to the "Relevant Information" section of this Sales Brochure for further details.



- 1. ▽代表香港主水平基準以上的高度(米)。
- 2. — — 虛線為該建築物最低住宅樓層水平。
- 3. 毗連建築物的一段春田街為香港主水平基準以上4.633至5.00米。
- 4. 毗連建築物的一段馬頭圍道為香港主水平基準以上4.957至5.26米。
- 5. 根據市區重建局春田街/崇志街發展計劃圖編號S/K9/URA1/2, 毗鄰發展項目的春田街將會永久封閉。有關詳情請參閱本售樓説明書「有關資料」一節。



ELEVATION A - TOWERS 1 & 2 立面圖 A - 第1及2座



(a) 以2018年12月12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。

發展項目的認可人士已經證明該等立面:

N Block Plan 座向圖

ELEVATION PLAN 立面圖



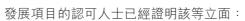
ELEVATION B - TOWER 2 立面圖 B - 第2座

(a) are prepared on the basis of the approved building plans for the Development as of 12th December 2018; and

It has been certified by the Authorized Person for the Development that the above elevations:

(b) are in general accordance with the outward appearance of the Development.

ELEVATION C - TOWER 1 立面圖 C-第1座



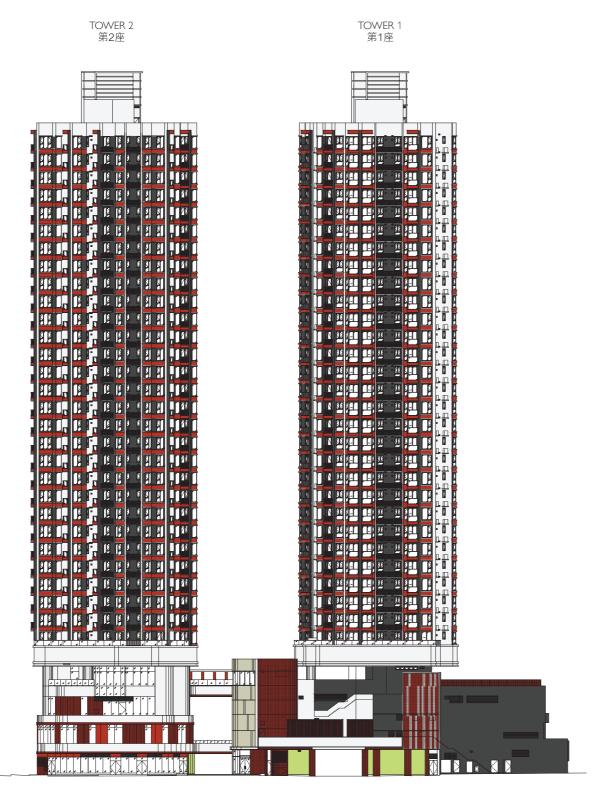
(a) 以2018年12月12日的情況為準的發展項目的經批准的建築圖則為基礎擬備;及

Block Plan 座向圖

——— Boundary line of the Development

發展項目邊界

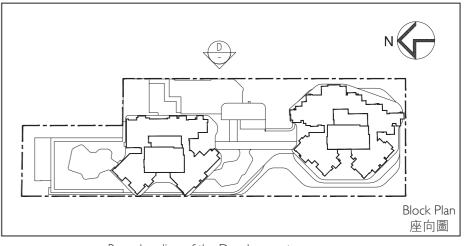
(b) 大致上與發展項目的外觀一致。



ELEVATION D - TOWERS 1 & 2 立面圖 D - 第1及2座

It has been certified by the Authorized Person for the Development that the above elevations:

- (a) are prepared on the basis of the approved building plans for the Development as of 12th December 2018; and
- (b) are in general accordance with the outward appearance of the Development.



發展項目的認可人士已經證明該等立面:

- (a) 以2018年12月12日的情況為準的發展項目的經批准的建築圖則為基礎擬備;及
- (b) 大致上與發展項目的外觀一致。

INFORMATION ON COMMON FACILITIES IN THE DEVELOPMENT 發展項目中的公用設施的資料

Category of Common Facilities 公用設施的類別	Covered Area 有蓋面積 sq. m. 平方米 (sq. ft. 平方呎)	Uncovered Area 無蓋面積 sq. m. 平方米 (sq. ft. 平方呎)
Residents' Clubhouse (including any recreational facilities for residents' use) 住客會所 (包括供住客使用的任何康樂設施)	767.413 (8,260)	64.416 (693)
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise) 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱)	Not applicable 不適用	Not applicable 不適用
Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱)	281.577 (3,031)	509.898 (5,489)

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT 閱覽圖則及公契

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

1. Exterior Finishes

Item	Description					
(a) External Wall	Type of finishes	Ceramic tiles, fluorocarbon paint				
(b) Window	Material of frame	Aluminium frames	with fluorocarbo	on (PVF2) coating		
	Material of glass	Windows of kitchen and secondary windows (if any) of bedroom are provided with heat strengthened glass. Windows of bathroom are provided with obscured heat strengthened glass. Windows of living room and primary windows of bedroom are provided with insulated glass unit with low emissivity coating.				
(c) Bay window	Material of bay window	Not applicable				
	Window sill finishes	Not applicable				
(d) Planter	Type of finishes	Not applicable				
(e) Verandah or Balcony	Type of finishes	Balcony				
		Floor	Wall	Ceiling		
		Homogenous tiles				
		Verandah: No verandah is provided				
	Whether it is covered	Balcony Yes				
		Verandah Not applicable				
(f) Drying facilities for clothing	Type and material	Motorized drying ra	ack			

2. Interior Finishes

ltem	Description						
(a) Lobby	Type of wall, floor and ceiling finishes						
		Wall		Floor		Ceili	ng
	3/F Residential Lobby	Natural stone, timber veneer, w paper, stainless st decorative glass		Natural sto	one		er board ceiling emulsion paint
	Typical Lift Lobbies	Porcelain tiles, timber veneer, wooden pattern plastic laminate, stainless steel, decorative glass		Porcelain tiles			er board ceiling emulsion paint
(b) Internal wall and ceiling	Type of wall and ceiling finishe	s for living room,	dining	room and	bedroom		
		Wall			Ceiling		
	Living room and Dining room	Emulsion paint o exposed surfaces	n plas	ster to	Emulsion p		n plaster to
	Bedroom	Emulsion paint on plaster to exposed surfaces		Emulsion paint on plaster to exposed surfaces			
(c) Internal Floor	Material of floor and skirting for living room, dining room and bedroom						
		Floor			Skirting		
-	Living room and Dining room	Porcelain tiles		Hard wood			
	Bedroom	Porcelain tiles		Hard wood			
(d) Bathroom	(i) Type of wall, floor and ceiling finishes						
		Wall Floor		Floor		Ceili	ng
		Ceramic tiles to exposed surfaces up to false ceiling level		Porcelain to expose surfaces		ceilir	ninium false ng to osed surfaces
	(ii) Whether the wall finishes run up to the ceiling	No					
(e) Kitchen	(i) Type of wall, floor, ceiling an	d cooking bench	finishe	es			
		Wall	Floor		Ceiling		Cooking Bench
	Kitchen	Stainless steel and ceramic tiles to exposed surfaces up to false ceiling level	to ex surfac	elain tiles sposed ces	Aluminium ceiling to exposed sur		Solid surfacing material
	Open Kitchen	Stainless steel and ceramic tiles to exposed surfaces up to false ceiling level	Porcelain tiles to exposed surfaces Plaster ceiling emulsio		Plaster boa ceiling with emulsion pa		Solid surfacing material
	(ii) Whether the wall finishes run up to the ceiling	No					

裝置、裝修物料及設備

3. Interior Fittings

Item	Description			
(a) Door		Material	Finishes	Accessories
	Entrance door	Timber solid core door	Timber veneer	Lockset, hinges, door stop, door closer and door viewer
	Bedroom door	Timber hollow core door	Timber veneer	Lockset, hinges and door stop
	Kitchen door (For enclosed kitchen only)	Timber solid core door	Timber veneer and plastic laminate	Lockset, hinges, door stop, door closer and vision panel
	Bathroom door	Timber hollow core door	Timber veneer and plastic laminate	Lockset, hinges and door stop
	Flat roof door	Aluminium framed glass sliding door	Fluorocarbon coating (PVF2)	Lockset and handle
	Tower 1 5/F			
	Flat A Living Room to Flat Roof			
	Flat C Living Room to Flat Roof			
	Flat D Living Room to Flat Roof			
	Flat E Living Room to Flat Roof			
	Flat F Living Room to Flat Roof			
	Flat G Living Room to Flat Roof			
	Flat H Living Room to Flat Roof			
	Tower 2 5/F			
	Flat A Living Room to Flat Roof			
	Flat B Living Room to Flat Roof			
	Flat H Living Room to Flat Roof			
	Flat J Living Room to Flat Roof			
	Flat roof door	Aluminium framed glass swing door	Fluorocarbon coating (PVF2)	Lockset, hinges and handle
	Tower 1 5/F			
	Flat F Bedroom 2 to Flat Roof			
	Flat G Bedroom 2 to Flat Roof			
	Tower 2 5/F			
	Flat C Living Room to Flat Roof			
	Flat C Bedroom 2 to Flat Roof			
	Flat D Living Room to Flat Roof			
	Flat E Living Room to Flat Roof			
	Flat F Living Room to Flat Roof			
	Flat G Living Room to Flat Roof			
	Flat G Bedroom 2 to Flat Roof			
	Flat H Bedroom to Flat Roof			
	Flat J Bedroom to Flat Roof			
	Balcony door	Aluminium framed glass sliding door	Fluorocarbon coating (PVF2)	Lockset and handle
	Tower 1 6/F-13/F, 15/F-23/F, 25/F-33/F & 35/F-3	6/F		
	Flat A Living Room to Balcony			
	Flat D Living Room to Balcony			
	Flat E Living Room to Balcony			
	Flat F Living Room to Balcony			
	Flat G Living Room to Balcony			
	Flat H Living Room to Balcony			

3. Interior Fittings

Item	Description						
(a) Door		Material	Finishes	Accessories			
	Balcony door	Aluminium framed glass sliding door	Fluorocarbon coating (PVF2)	Lockset and handle			
	Tower 2 6/F-13/F, 15/F-23/F, 25/F-33/F & 35/F-36/F						
	Flat A Living Room to Balcony						
	Flat B Living Room to Balcony						
	Flat H Living Room to Balcony						
	Flat J Living Room to Balcony						
	Balcony door	Aluminium framed glass swing door	Fluorocarbon coating (PVF2)	Lockset, hinges and handle			
	Tower 2 6/F-13/F, 15/F-23/F, 25/F-33/F & 35/F-36/F						
	Flat C Living Room to Balcony						
	Flat F Living Room to Balcony						
	Flat G Living Room to Balcony						
	Utility platform door	Aluminium framed glass swing door	Fluorocarbon coating (PVF2)	Lockset, hinges and handle			
(b) Bathroom	(i) Type and material of fittings and equipment						
	Fitting and equipment	Туре	Material				
	Cabinet	Vanity cabinet	Timber vanity cabinet with plastic laminate finishes				
		Mirror cabinet	Timber mirror cabinet with plastic laminate finishes				
	Bathroom fittings	Flushing water closet	Vitreous china flushing water closet completed with plastic seat and cover				
		Wash basin	Vitreous china				
		Hot and cold water wash basin mixer	Chrome plated				
		Toilet paper holder	Chrome plated				
		Towel ring	Chrome plated				
	Bathroom appliances	For the appliances provision, brand name and mod	lel number, please refer to the "Appliances Schedule"				
	(ii) Type and material of water supply system	Copper water pipes for cold water supply, copper	water pipes with thermal insulation for hot water supply	y and UPVC pipes for flushing water supply			
	(iii) Type and material of bathing facilities (including sh	ower or bath tub, if applicable)					
	Bathing facilities	Hot and cold water chrome plated shower mixer with shower set					
		Shower cubicles (tempered glass with stainless steel handle), chrome plated soap holder					
	(iv) Size of bath tub (if applicable)	Not applicable					
(c) Kitchen	(i) Material of sink unit	Stainless steel					
	(ii) Material of water supply system	Copper water pipes for cold water supply and cop	per water pipes with thermal insulation for hot water s	upply			
	(iii)Material and finishes of kitchen cabinet	Material	Finishes				
		Timber	Lacquered paint and plastic laminate				
	(iv) Type of all other fittings and equipment	Fire service installations and equipment Ceiling-mounted smoke detector and sprinkler head are fitted in or near open kitchen.					
		Other fittings Hot and cold water chrome plated sink mixer.					
		Other equipment	For the appliances provision, brand name and mode	el number, please refer to the "Appliances Schedule".			
(d) Bedroom	Type and material of fittings (including built-in wardrobe)	, 11					
(e) Telephone	Location and number of connection points	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Units"					
(f) Aerials	Location and number of connection points	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Units"					

裝置、裝修物料及設備

3. Interior Fittings

Item	Description	
(g) Electrical installations	(i) Electrical fittings (including safety devices)	Faceplates for all switches and power sockets are provided. Single phase electricity supply with miniature circuit breaker distribution board is provided for Tower 1 Flat A, F, G & H and Tower 2 Flat A, B, C, G, H & J. Three phases electricity supply with miniature circuit breaker distribution board is provided for Tower 1 Flat B, C, D & E and Tower 2 Flat D, E & F.
	(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed. Other than those part of the conduits concealed within concrete, the rest of them are exposed. The exposed conduit may be covered by false celing, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.
	(iii) Location and number of power points and air-conditioner points	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Units"
(h) Gas supply	Туре	Towngas
	System	Towngas supply is provided for gas hob and gas water heater for Tower 1 Flat A, F, G & H, Tower 2 Flat A, B, C, G, H & J.
	Location	Please refer to the "Appliances Schedule"
(i) Washing machine connection point	Location	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Units"
	Design	Drain point and water point are provided for washer and dryer
(j) Water supply	(i) Material of water pipes	Copper water pipes for cold water supply, copper water pipes with thermal insulation for hot water supply and UPVC pipes for flushing water supply
	(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed Other than those part of the water pipes concealed within concrete, the rest of them are exposed. The exposed water pipes may be covered by false ceiling, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials
	(iii) Whether hot water is available	Hot water is available

4. Miscellaneous

ltem	Description							
) Lifts	Passenger Lifts for Tower 1							
	(i) Brand name	Hitachi						
	(ii) Model number	HCA						
	(iii) Number of lifts	2						
	(iv) Lift no.	T1-1		T1-2				
	(v) Floor served	3/F to 13/F, 15/F to 23/F, 2	25/F to 33/F, 35/F to 36/F	3/F to 13/F, 15/F to 23/F, 2	25/F to 33/F, 35/F to 36/F			
	Passenger Lifts for Tower 2							
	(i) Brand name	Hitachi						
	(ii) Model number	HCA						
	(iii) Number of lifts	2						
	(iv) Lift no.	T2-1		T2-2				
	(v) Floor served	3/F to 13/F, 15/F to 23/F, 2	25/F to 33/F, 35/F to 36/F	3/F to 13/F, 15/F to 23/F, 2	25/F to 33/F, 35/F to 36/F			
	Shuttle Lifts for Podium	le Lifts for Podium						
	(i) Brand name	Hitachi						
	(ii) Model number	LCA						
	(iii) Number of lifts	4						
	(iv) Lift no.	P-2	P-3	P-4	P-5			
	(v) Floor served	G/F to 2/F	G/F and 3/F	G/F and 3/F	B/F to 2/F			
	Shuttle Lift for Clubhouse							
	(i) Brand name	Hitachi						
	(ii) Model number	LCA						
	(iii) Number of lifts	1						
	(iv) Lift no.	P-6						
	(v) Floor served	2/F to 3/F						
	Car Lifts							
	(i) Brand name	Otis						
	(ii) Model number	Enor(Hydraulic lift)						
	(iii) Number of lifts	2						
	(iv) Lift no.	Lift no. 10 & 11						
	(v) Floor served	B/F to G/F						
) Letter box	(i) Material	Metal letter box						
) Refuse collection	(i) Means of refuse collection	Collection of refuse by cle	eaners.					
	(ii) Location of refuse room	Refuse Storage and Material Recovery Room is provided at each residential floor (5/F-13/F, 15/F-23/F, 25/F-33/F & 35/F-36/F) of Tower 1 Refuse Storage and Material Recovery Chamber is provided at G/F of Tower 1.				F-33/F & 35/F-36/F) of Tower 1 and Tower 2.		
d) Water meter, electricity meter and		Water meter		Electricity meter		Gas meter		
gas meter	(i) Location	Inside Water Meter Cabinet a	t the respective residential floor	Inside Electric room at resp	pective residential floor	Inside Kitchen (Open kitchen excluded)		
	(ii) Whether they are separate or communal meters for residential properties	Separate meter		Separate meter		Separate meter		

裝置、裝修物料及設備

5. Security Facilities

Item	Description		
Security facilities	Security system and equipment (including details of built-in provisions and their locations)	Access control and security system	Each residential flat of Tower 1 and Tower 2 is equipped with a video door phone system integrated with a Fixed Touch Screen Type LCD Display Monitor and connected to 3/F respective entrance lobby. (Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Units"). Access card readers are installed at each lift lobby of residential entrance at 3/F. Car park control system is provided for car park and car park barrier is provided at G/F vehicle entrance
		CCTV	CCTV cameras are provided at lobbies , lifts and common area which are connected to 3/F Office Accommodation for watchman

6. Appliances

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

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

1. 外部裝修物料

細項	描述						
(a) 外牆	裝修物料的類型	大廈外牆鋪砌瓷磚	專及氟碳漆				
(b) 窗	框的用料	PVF2噴塗鋁質窗	匡				
	大廈外牆鋪砌瓷磚及氟碳漆 E的用料 PVF2噴塗鋁質窗框 玻璃的用料 廚房的窗戶及睡房的側窗(如有)選用半鋼化玻璃 浴室窗戶選用磨砂半鋼化玻璃。 客廳及睡房主窗戶選用低輻射中空玻璃單元。 石台用料 不適用 石台板的裝修物料 不適用 表修物料的類型 不適用 大修物料的類型 露台 地板 牆壁 天花 鋪砌同質磚 鋪砌瓷磚 批盪及外牆漆 陽台:不設陽台						
(c) 窗台	窗台用料	不適用					
	窗台板的裝修物料	不適用					
(d) 花槽	裝修物料的類型	不適用					
(e) 陽台或露台	裝修物料的類型	露台					
		地板	牆壁	天花			
		鋪砌同質磚	鋪砌瓷磚	批盪及外牆漆			
		陽台:不設陽台					
	是否有蓋	厨房的窗戶及睡房的側窗(如有)選用半鋼化 浴室窗戶選用磨砂半鋼化玻璃。 客廳及睡房主窗戶選用低輻射中空玻璃單元 不適用 不適用 不適用 露台 地板 牆壁 天花 鋪砌同質磚 鋪砌瓷磚 批盪及外間 陽台:不設陽台 露台 是					
		陽台					
(f) 乾衣設施	類型及用料	電動晾衣架					

2. 室內裝修物料

細項	描述								
a) 大堂	牆壁、地板及天	花板的裝修物料的	類型						
		牆壁		地板		天花	板		
	3/F住宅大堂	鋪砌天然石材、 木皮、牆紙、裝飽 面及不銹鋼裝飾	布玻璃	鋪砌天然石	i材		板假天花及 乳膠漆		
	住宅電梯大堂	鋪砌強化瓷磚、 木皮、木紋膠板格 不銹鋼裝飾及 裝飾玻璃面	柵、	鋪砌強化瓷	· · · · · · · · · · · · · · · · · · ·		板假天花及 乳膠漆		
b) 內牆及天花板	客廳、飯廳及睡	房的牆壁及天花板	的裝修	多物料的類型	J				
		牆壁			天花板				
	客廳及飯廳	外露表面批盪再氡	 《乳膠》	泰	外露表面批	湿再精	 		
	睡房	外露表面批盪再氡		泰	外露表面批	湿再	 「 「 乳膠漆		
c) 內部地板	客廳、飯廳及睡	房的地板及牆腳線	的用料						
		地板			牆腳線				
	客廳及飯廳	強化瓷磚			實木				
	睡房	強化瓷磚			實木				
d)浴室	(i)牆壁、地板及:	- 天花板的裝修物料	的類型	ļ	1				
		牆壁		地板		天花	板		
		外露部分鋪砌 瓷磚至假天花		外露部分銷 強化瓷磚	前砌	1	部分以鋁質 花覆蓋		
	(ii)牆壁的裝修物料	 料是否鋪至天花板	否						
e) 廚房	(i)牆壁、地板、;	天花板及灶台的裝	· 修物彩	的類型					
		牆壁	地板		天花板		灶台		
	廚房	外露部分鋪砌 不銹鋼及瓷磚至 假天花	外露音強化音	部分鋪砌 瓷磚	外露部分以 假天花覆蓋		鋪設實心面材		
	開放式廚房	外露部分鋪砌 不銹鋼及瓷磚至 假天花			石膏板假天 髹上乳膠漆		鋪設實心面材		
	(ii)牆壁的裝修物	料是否鋪至天花板	否						
	·	·					·		

裝置、裝修物料及設備

3. 室內裝置

細項	描述			
a) 門		用料	装修物料	配件
,	大門	實心木門	木皮	門鎖、門鉸、門擋、氣鼓及防盜眼
	睡房門	空心木門	木皮	門鎖、門鉸及門擋
	廚房門(開放式廚房不設廚房門)	實心木門	木皮及木紋膠飾面	門鎖、門鉸、門擋、氣鼓及觀看窗
	浴室門	空心木門	木皮及木紋膠飾面	門鎖、門鉸及門擋
	平台門	鋁質門框玻璃趟門	PVF2噴塗	門鎖及手柄
	第1座五樓			
	A單位客廳到平台			
	C單位客廳到平台			
	D單位客廳到平台			
	E單位客廳到平台			
	F單位客廳到平台			
	G單位客廳到平台			
	H單位客廳到平台			
	第2座五樓			
	A單位客廳到平台			
	B單位客廳到平台			
	H單位客廳到平台			
	J單位客廳到平台			
	平台門	<u> </u>	PVF2噴塗	門鎖、門鉸及手柄
	第1座五樓			
	F單位睡房2到平台			
	G單位睡房2到平台			
	第2座五樓			
	C單位客廳到平台			
	C單位睡房2到平台			
	D單位客廳到平台			
	E單位客廳到平台			
	F單位客廳到平台			
	G單位客廳到平台			
	G單位睡房2到平台			
	H單位睡房到平台			
	J單位睡房到平台			
	露台門		PVF2噴塗	門鎖及手柄
	第1座六樓至十三樓、十五樓至二十三樓	that \		
	A單位客廳到露台			
	D單位客廳到露台			
	E單位客廳到露台			
	F單位客廳到露台			
	G單位客廳到露台			
	H單位客廳到露台			

3. 室內裝置

細項	描述			
(a) 門		用料	裝修物料	
	露台門	出質門框玻璃趟門 3.1000000000000000000000000000000000000	PVF2噴塗	
	第2座六樓至十三樓、十五樓至二十三樓、		1.1.2	1 32/2/3 113
	二十五樓至三十三樓及三十五樓至三十六樓			
	A單位客廳到露台			
	B單位客廳到露台			
	H單位客廳到露台			
	J單位客廳到露台			
	露台門		PVF2噴塗	
	第2座六樓至十三樓、十五樓至二十三樓、	AAT TIEW BIET	1 11 2 7 2	
	二十五樓至三十三樓及三十五樓至三十六樓			
	C單位客廳到露台			
	F單位客廳到露台			
	G單位客廳到露台			
	工作平台門		PVF2噴塗	
	(i) 裝置及設備的類型及用料	282(13)E //(13)E13	· · · · - × -	1 320 1 3200 3 113
	· · · · · · · · · · · · · · · · · · ·	類型	用料	
	櫃	面盆櫃	木製面盆櫃配木紋膠板飾面	
		鏡櫃	木製鏡櫃配木紋膠板飾面	
	潔具	座廁	搪瓷座廁配塑膠廁板及蓋	
		面盆	搪瓷	
		面盆冷熱水龍頭	鍍鉻	
		廁紙架	鍍鉻	
		毛巾架	鍍鉻	
	浴室設備	有關設備之品牌名稱及型號,請參	閲「設備表」。	
	(ii) 供水系統的類型及用料	冷水喉採用銅喉及熱水喉採用配有	隔熱絕緣保護之銅喉	
	(iii) 沐浴設施 (包括花灑或浴缸(如適用的話))		
	沐浴設施	鍍鉻冷熱水龍頭花灑套裝		
		淋浴間設有強化玻璃及不銹鋼扶手	,鍍鉻肥皂架	
	(iv) 浴缸大小 (如適用的話)	不適用		
(c) 廚房	(i) 洗滌盆的用料	不銹鋼		
	(ii) 供水系統的用料	冷水喉採用銅喉及熱水喉採用配有	隔熱絕緣保護之銅喉	
	(iii) 廚櫃的用料及裝修物料	用料	裝修物料	
		木製	亮面漆及膠飾面	
	(iv) 所有其他裝置及設備的類型	消防裝置及設備	開放式廚房內或附近的天花設置	置煙霧探測器及消防花灑頭
		其他裝置	鍍鉻冷熱水龍頭	
		其他設備	有關設備之品牌名稱及型號,	請參閱「設備表」。
(d) 睡房	裝置 (包括嵌入式衣櫃)的類型及用料	不適用		
(e) 電話	接駁點的位置及數目	請參考「住宅單位機電裝置數量部		
(f) 天線	接駁點的位置及數目	請參考「住宅單位機電裝置數量說	组制表」。	

裝置、裝修物料及設備

3. 室內裝置

細項	描述	
(g) 電力裝置	(i) 供電附件 (包括安全裝置)	提供所有電制及插座之面版。提供單相電力並裝妥微型斷路器配電箱於第1座A、F、G及H單位,第2座A、B、C、G、H及J單位; 提供三相電力並裝妥微型斷路器配電箱於第1座B、C、D及E單位,第2座D、E及F單位
	(ii) 導管是隱藏或外露	導管是部份隱藏及部份外露 除部份隱藏於混凝土內之導管外,其他部份的導管均為外露 外露的導管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋
	(iii) 電插座及空調機接駁點的位置及數目	請參考「住宅單位機電裝置數量説明表」
(h) 氣體供應	類型	煤氣
	系統	煤氣喉接駁煤氣煮食爐及煤氣熱水爐在第1座A、F、G及H單位,第2座A、 B、 C、 G、 H及J單位
	位置	請參考「設備表」
(i) 洗衣機接駁點	位置	請參考「住宅單位機電裝置數量説明表」
	設計	設有洗衣乾衣機及洗衣機來去水位設計
(j) 供水	(i) 水管的用料	冷水喉採用銅喉,熱水喉採用配有隔熱絕緣保護之銅喉及咸水喉採用膠喉
	(ii)水管是隱藏或外露	水管是部份隱藏及部份外露 除部份隱藏於混凝土內之水管外,其他部份的水管均為外露 外露的水管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋
	(iii) 有否熱水供應	有熱水供應

裝置、裝修物料及設備

4. 雜項

細項	描述				
(a) 升降機	第1座				
	(i) 品牌名稱	日立			
	(ii) 產品型號	HCA			
	(iii) 升降機數目	2			
	(iv) 升降機編號	T1-1		T1-2	
	(v) 到達的樓層	三樓至十三樓、十五樓至二十三樓、二	十五樓至三十三樓、三十五樓至三十六樓	三樓至十三樓、十五樓至二十三樓、	二十五樓至三十三樓、三十五樓至三十六樓
	第2座				
	(i) 品牌名稱	日立			
	(ii) 產品型號	HCA			
	(iii) 升降機數目	2			
	(iv) 升降機編號	T2-1		T2-2	
	(vi) 到達的樓層	三樓至十三樓、十五樓至二十三樓、二	二十五樓至三十三樓、三十五樓至三十六樓	三樓至十三樓、十五樓至二十三樓、	二十五樓至三十三樓、三十五樓至三十六樓
	穿梭升降機(平台)				
	(i) 品牌名稱	日立			
	(ii) 產品型號	LCA			
	(iii) 升降機數目	4		,	
	(iv) 升降機編號	P-2	P-3	P-4	P-5
	(vi) 到達的樓層	地下至二樓	地下及三樓	地下及三樓	地庫至二樓
	穿梭升降機(會所)				
	(i) 品牌名稱	日立			
	(ii) 產品型號	LCA			
	(iii) 升降機數目	1			
	(iv) 升降機編號	P-6			
	(v) 到達的樓層	二樓至三樓			
	車輛用升降機	T			
	(i) 品牌名稱	奥的斯			
	(ii) 產品型號	Enor (油壓升降機)			
	(iii) 升降機數目	2			
	(iv) 升降機編號	升降機10 & 11			
	(v) 到達的樓層	地庫至地下			
(b) 信箱	(i) 用料	金屬信箱			
(c) 垃圾收集	(i) 垃圾收集方法	由清潔工人收集垃圾			IA-T
	(ii) 垃圾房位置	□ 垃圾及物料回收室設於第1座及第2座的 □ 垃圾及物料回收房設於第1座的地下。	的每層住宅樓層(五樓至十三樓、十五樓至二		穫
(d) 水錶、電錶及		水錶	電錶	氣體錶	
氣體錶	(i) 位置	每層之公共水錶櫃內	每層之公共電錶房內	廚房內 (不包括開放式廚房)	
	(ii) 就住宅單位而言是獨立或公用的錶	獨立	獨立	獨立	

裝置、裝修物料及設備

5. 保安設施

細項	描述		
保安設施	保安系統及設施 (包括嵌入式裝置的細節及其位置)	入口通道控制及保安系統	第1座及第2座每戶單位設有視像對講裝置於固定式液晶體觸屏式 顯示屏並連接各大廈位於三樓入口大堂(有關住宅單位視像對講 機位置,請參閱「住宅單位機電裝置數量説明表」) 每座住宅大樓三樓之入口升降機大堂均設有智能卡系統 停車場設有停車場管理系統,並於地下車道入口提供車閘
		閉路電視	閉路電視設於入口大堂、升降機內及公用空間並連接至位於三樓 之管理員辦公室

6. 設備

有關設備品牌名稱及產品型號,請參考「設備表」。

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

Appliances Schedule (Tower 1) 設備表 (第1座)

Item 項目	nces Schedule (lower 1) 設備表 (第1座) Appliances 設備	Brand 品牌	Model 型號		五樓		5/F-13/F, 15/F-23/F, 2 婁至二十三樓、二-			·六樓	
				Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位
			K	itchen and Bathroom	n Appliances Schedu	le 廚房及浴室設備					
1	3-burner Gas Hob 三頭煤氣煮食爐	TGC 煤氣	TRTB83ST-G						1	1	
2	2-burner Gas Hob 二頭煤氣煮食爐	Mia Cucina	MY32C	1							1
3	I-burner Gas Hob 一頭煤氣煮食爐	Mia Cucina	MY31C	1							1
4	Induction Hob 電磁爐	Mia Cucina	FEN32C		1	1	1	1			
5	Kitchen Hood 抽油煙機	Philco 飛歌	GH1109S						1	1	
6	Kitchen Hood 抽油煙機	Philco 飛歌	GH1206S	1	1	1	1	1			1
7	Microwave Oven 微波爐	Philco 飛歌	PMG1620S	1	1	1	1	1	1	1	1
8	2-in-1 Washer & Dryer 二合一洗衣、乾衣機	Siemens 西門子	WD14D366HK	1			1	1	1	1	1
9	Refrigerator 雪櫃	Philco 飛歌	PHK32TE	1					1	1	1
10	Refrigerator 雪櫃	Philco 飛歌	PBTR122				1	1			
11	Refrigerator 雪櫃	Philco 飛歌	PBU1153A		1	1					
12	Exhaust Fan 抽氣扇	KDK	I5WHC08	2	1	1			2	2	2
13	Cabinet Ventilating Fan 靜音離心式抽氣扇	PANASONIC 樂聲	FV-18NS3H				1	1			
				Water Heater	Appliances Schedule	熱水爐設備					
14	Gas Water Heater 煤氣熱水爐	TGC 煤氣	RJW200SFD	1					1	1	1
15	24kW Electrical Water Heater 24kW電熱水爐	Stiebel Eltron 斯寶亞創	DHB-E18/21/24SLi		1	1	1	1			
16	6kW Electrical Water Heater 6kW電熱水爐	Stiebel Eltron 斯寶亞創	DHM-6	1			1	1			

Note 附註:

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

裝置、裝修物料及設備

Appliances Schedule (Tower 1) 設備表 (第1座)

7 (PPIIAI	ices schedule (10Wei 1) 欧丽龙 (郑1庄)										
	Appliances 設備	Brand 品牌	Model 型號		五樓			5/F-33/F & 35/F-36/ 十五樓至三十三樓 <i>;</i>		六樓	
				Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位
				Air-conditionir	g Appliances Schedu	ıle 冷氣設備					
17	2hp Split Type Air Conditioner with Heat Pump 兩匹分體式冷氣機 (變頻冷暖)	Toshiba 東芝	RAS-18N3KV-HK/ RAS-18N3AV-HK		1	1					
18	I.5hp Split Type Air Conditioner with Heat Pump 一匹半分體式冷氣機 (變頻冷暖)	Toshiba 東芝	RAS-13N3KV-HK/ RAS-13N3AV-HK	1			1	1	1	1	1
19	Ihp Split Type Air Conditioner with Heat Pump 一匹分體式冷氣機 (變頻冷暖)	Toshiba 東芝	RAS-BION3KV2-E/ RAS-ION3AV2-E	1			1	1	2	2	1
				Home Automation	Appliances Schedul	e 智能家居設備					
20	10" Fixed Touch Screen Type LCD Display Monitor 10吋固定式液晶體觸屏式顯示屏	INEX	IN-P9-S7	1	1	1	1	1	1	1	1
21	Motorized drying rack 電動晾衣架	L Best	M03-0804AP	1			1	1	1	1	1

Appliances Schedule (Tower 2) 設備表 (第2座)

	Appliances 設備	Brand 品牌	Model 型號			五樓至十三樓、	5/F-13/F, 15 十五樓至二十三	5/F-23/F, 25/F-33/F E樓、二十五樓至	& 35/F-36/F 三十三樓及三十	- 五樓至三十六樓		
				Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G 單位	Flat H H單位	Flat J J單位
				Kitchen and Ba	athroom Appliand	ces Schedule 廚房	及浴室設備					
1	3-burner Gas Hob 三頭煤氣煮食爐	TGC 煤氣	TRTB83ST-G			1				1		
2	2-burner Gas Hob 二頭煤氣煮食爐	Mia Cucina	MY32C	1	1						1	1
3	I-burner Gas Hob 一頭煤氣煮食爐	Mia Cucina	MY31C	1	1						1	1
4	Induction Hob 電磁爐	Mia Cucina	FEN32C				1	1	1			
5	Kitchen Hood 抽油煙機	Philco 飛歌	GH1109S			1				1		
6	Kitchen Hood 抽油煙機	Philco 飛歌	GH1206S	1	1		1	1	1		1	1
7	Microwave Oven 微波爐	Philco 飛歌	PMG1620S	1	1	1	1	1	1	1	1	1
8	2-in- I Washer & Dryer 二合一洗衣、乾衣機	Siemens 西門子	WD14D366HK	1	1	1			1	1	1	1
9	Refrigerator 雪櫃	Philco 飛歌	PHK32TE	1	1	1				1	1	1
10	Refrigerator 雪櫃	Philco 飛歌	PBTR122						1			
11	Refrigerator 雪櫃	Philco 飛歌	PBU1153A				1	1				
12	Exhaust Fan 抽氣扇	KDK	I5WHC08	2	2	2				1	2	2
13	Cabinet Ventilating Fan 靜音離心式抽氣扇	PANASONIC 樂聲	FV-18NS3H				1	1	1	1		
				Water I	Heater Appliance	s Schedule 熱水爐	富設備					
14	Gas Water Heater 煤氣熱水爐	TGC 煤氣	RJW200SFD	1	1	1				1	1	1
15	24kW Electrical Water Heater 24kW電熱水爐	Stiebel Eltron 斯寶亞創	DHB-E18/21/24SLi				1	1	1			
16	6kW Electrical Water Heater 6kW電熱水爐	Stiebel Eltron 斯寶亞創	DHM - 6	1					1			

Note 附註:

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

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

裝置、裝修物料及設備

Appliances Schedule (Tower 2) 設備表 (第2座)

	Appliances 設備	Brand 品牌	Model 型號			五樓至十三樓、	5/F-13/F, 15 十五樓至二十三	5/F-23/F, 25/F-33/F E樓、二十五樓至	& 35/F-36/F 三十三樓及三十	五樓至三十六樓		
				Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位
				Air-con	ditioning Applianc	es Schedule 冷氣	 設備					
17	2hp Split Type Air Conditioner with Heat Pump 兩匹分體式冷氣機 (變頻冷暖)	Toshiba 東芝	RAS-18N3KV-HK/ RAS-18N3AV-HK				1	1				
18	I.5hp Split Type Air Conditioner with Heat Pump 一匹半分體式冷氣機 (變頻冷暖)	Toshiba 東芝	RAS-13N3KV-HK/ RAS-13N3AV-HK	1	1	1				1	1	1
19	I hp Split Type Air Conditioner with Heat Pump 一匹分體式冷氣機 (變頻冷暖)	Toshiba 東芝	RAS-BION3KV2-E/ RAS-ION3AV2-E	1	1	2			2	3	1	1
				Home Auto	omation Appliance	es Schedule 智能影	家居設備					
20	10" Fixed Touch Screen Type LCD Display Monitor 10吋固定式液晶體觸屏式顯示屏	INEX	IN-P9-S7	1	1	1	1	1	1	1	1	1
21	Motorized drying rack 電動晾衣架	L Best	M03-0804AP	1	1	1			1	1	1	1

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

Schedule of Mechanical & Electrical Provisions of Residential Units (Tower 1) 住宅單位機電裝置數量説明表 (第1座)

Location 位置	Provisions 装置								Tow 第	er 1 1座							
						/F i.樓				六樓至			5/F-23/F, 2 十三樓、二-				二十六樓
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位
Living Room and Dining Room 客廳及飯廳	Lighting Switch 燈掣	4	3	3	4	4	5	5	4	4	3	3	4	4	5	5	4
合	Lighting Point 燈位	2	2	2	2	2	3	3	2	2	2	2	2	2	3	3	2
	Telephone/Data Outlet 電話/數據插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	TV/FM Outlet 電視/電台天線插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	I 3A Twin Socket Outlet 13A 雙位電插座	3	3	3	2	2	3	3	3	3	3	3	2	2	3	3	3
	I 3A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有USB接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	20A DP Switch (Exhaust Fan & Electric Water Heater) 20A雙極開關掣(抽氣扇及電熱水爐)	2	1	1	1	1	1	2	1	2	1	1	1	1	1	2	1
	20A DP Switch (Electric Water Heater) 20A雙極開關掣(電熱水爐)	NA	NA	NA	1	1	NA	NA	NA	NA	NA	NA	1	1	NA	NA	NA
	20A DP Switch (Exhaust Fan) 20A雙極開關掣(抽氣扇)	NA	NA	NA	NA	NA	1	NA	1	NA	NA	NA	NA	NA	1	NA	1
	20A DP Switch (air conditioning) 20A雙極開關掣(室內冷氣機)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Air Quality Sensor 空氣質素感應器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Smoke Detector 煙霧感應器	NA	1	1	1	1	NA	NA	NA	NA	1	1	1	1	NA	NA	NA
Utility Platform 工作平台	Lighting Point 燈位	NA	NA	1	1	NA											
Balcony 露台	Lighting Point 燈位	NA	1	NA	NA	1	1	1	1	1							
路口	Fused Spur Unit for Drying Rack 菲士座供晾衣架	NA	1	NA	NA	1	1	1	1	1							
Bedroom or Bedroom 1	Lighting Switch 燈掣	1	NA	NA	1	1	1	1	1	1	NA	NA	1	1	1	1	1
睡房或睡房1	Lighting Point 燈位	1	NA	NA	1	1	1	1	1	1	NA	NA	1	1	1	1	1
	Telephone/Data Outlet 電話/數據插座	1	NA	NA	1	1	1	1	1	1	NA	NA	1	1	1	1	1
	TV/FM Outlet 電視/電台天線插座	1	NA	NA	1	1	1	1	1	1	NA	NA	1	1	1	1	1
	I 3A Twin Socket Outlet 13A 雙位電插座	1	NA	NA	1	1	1	1	1	1	NA	NA	1	1	1	1	1
	13ATwin Socket Outlet (with USB port) 13A 雙位電插座(附有USB接口)	1	NA	NA	1	1	1	1	1	1	NA	NA	1	1	1	1	1
	20A DP Switch (Air Conditioning) 20A 雙極開關掣(室內冷氣機)	1	NA	NA	1	1	1	1	1	1	NA	NA	1	1	1	1	1

Note 附註:

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

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

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units (Tower 1) 住宅單位機電裝置數量説明表 (第1座)

Location 位置	Provisions 裝置	Tower 1 第1座															
			5/F 五樓							6/F-13/F, 15/F-23/F, 25/F-33/F & 35/F-36/F 六樓至十三樓、十五樓至二十三樓、二十五樓至三十三樓及三十五樓至三十六樓							
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位
Bedroom 2 睡房2	Lighting Switch 燈掣	NA	NA	NA	NA	NA	2	2	NA	NA	NA	NA	NA	NA	2	2	NA
	Lighting Point 燈位	NA	NA	NA	NA	NA	1	1	NA	NA	NA	NA	NA	NA	1	1	NA
	Telephone/Data Outlet 電話/數據插座	NA	NA	NA	NA	NA	1	1	NA	NA	NA	NA	NA	NA	1	1	NA
	TV/FM Outlet 電視/電台天線插座	NA	NA	NA	NA	NA	1	1	NA	NA	NA	NA	NA	NA	1	1	NA
	13A Twin Socket Outlet 13A 雙位電插座	NA	NA	NA	NA	NA	1	1	NA	NA	NA	NA	NA	NA	1	1	NA
	13A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有USB接口)	NA	NA	NA	NA	NA	1	1	NA	NA	NA	NA	NA	NA	1	1	NA
	20A DP Switch (Air Conditioning) 20A 雙極開關掣(室內冷氣機)	NA	NA	NA	NA	NA	1	1	NA	NA	NA	NA	NA	NA	1	1	NA
Bathroom 浴室	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Single Socket Outlet 13A 單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit For Gas Water Heater 菲士座供煤氣熱水爐	1	NA	NA	NA	NA	1	1	1	1	NA	NA	NA	NA	1	1	1
	63A TPN Weatherproof Switch For Electric Water Heater 63A 3相防水開關供電熱水爐	NA	1	1	1	1	NA	NA	NA	NA	1	1	1	1	NA	NA	NA
	Fused Spur Unit For Exhaust Fan 菲士座供抽氣扇	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit For Lighting 菲士座供燈	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Note 附註:

1. The numbers as shown in the above table denotes "the number provided".

上表之數字代表提供的數量。

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

FITTINGS, FINISHES AND APPLIANCES 裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units (Tower 1) 住宅單位機電裝置數量説明表 (第1座)

Location 位置	Provisions 裝置								Tow 第	/er 1 1座							
					5 五	/F :樓				六樓至		5/F-13/F, 1. ·五樓至二十	5/F-23/F, 2 -三樓、二-	5/F-33/F & 十五樓至三·	& 35/F-36/ 十三樓及三	F 十五樓至三	
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位
Open Kitchen or Kitchen 開放式廚房或廚房	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
,用放入剧方义剧方 	13A Twin Socket Outlet 13A 雙位電插座	NA	NA	NA	NA	NA	1	1	NA	NA	NA	NA	NA	NA	1	1	NA
	13A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有USB接口)	2	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1
	Distribution Board 配電箱	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	20A DP Switch For Induction Hob 20A 雙極開關掣供電磁爐	NA	1	1	1	1	NA	NA	NA	NA	1	1	1	1	NA	NA	NA
	Fused Spur Unit For Exhaust Fan 菲士座供抽氣扇	1	NA	NA	NA	NA	1	1	1	1	NA	NA	NA	NA	1	1	1
	Fused Spur Unit For Cooker Hood 菲士座供抽油煙機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	I 3A Single Socket Outlet for Microwave Oven 13A單位電插座供微波爐	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	I 3A Single Socket Outlet for Washer Dryer 13A單位電插座供洗衣乾衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Drain Point For Washer Dryer 去水位供洗衣乾衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Point For Washer Dryer 來水位供洗衣乾衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	I 3A Single Socket Outlet for Fridge 13A單位電插座供雪櫃	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	I 3A Single Socket Outlet for Gas Hob 13A單位電插座供煤氣煮食爐	NA	NA	NA	NA	NA	1	1	NA	NA	NA	NA	NA	NA	1	1	NA
	13A Twin Socket Outlet for Gas Hob 13A 雙位電插座供煤氣煮食爐	1	NA	NA	NA	NA	NA	NA	1	1	NA	NA	NA	NA	NA	NA	1
	Fused Spur Unit for LCD Display Monitor 菲士座供觸屏式顯示屏	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	35A DP Weatherproof Switch For Electric Water Heater 35A 雙極防水開關供電熱水爐	1	NA	NA	1	1	NA	NA	NA	1	NA	NA	1	1	NA	NA	NA
	Concealed Sprinkler head 隱敝式花灑頭	NA	1	1	1	1	NA	NA	NA	NA	1	1	1	1	NA	NA	NA
5/F Flat Roof 五樓平台	20A DP Weatherproof Switch (Air Conditioning) 20A雙極防水開關掣(室外冷氣機)	2	1	1	2	2	3	3	2	NA	NA	NA	NA	NA	NA	NA	NA
	Lighting Point 燈位	1	NA	NA	1	1	2	2	1	NA	NA	NA	NA	NA	NA	NA	NA
	Fused Spur Unit for Drying Rack 菲士座供晾衣架	1	NA	NA	1	1	1	1	1	NA	NA	NA	NA	NA	NA	NA	NA
A/C platform 冷氣機平台	20A DP Weatherproof Switch (Air Conditioning) 20A雙極防水開關掣(室外冷氣機)	NA	2	1	1	2	2	3	3	2							
Lift Lobby 升降機大堂	Door Bell Push Button 門鐘襟手掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Note 附註:

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

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

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units (Tower 2) 住宅單位機電裝置數量説明表 (第2座)

Location 位置	Provisions 裝置									Tow 第2	 /er 2 2座								
						5/F 五樓						十三樓、	6/F-13/l 十五樓至:	 F, 15/F-23 二十三樓	3/F, 25/F-: 、二十五村	33/F & 3! 妻至三十3	 5/F-36/F 三樓及三十	- 五樓至三	
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位
Living Room and Dining Room 客廳及飯廳	Lighting Switch燈掣	4	4	5	3	3	4	5	4	4	4	4	5	3	3	4	5	4	4
各廳及郞廳 	Lighting Point 燈位	3	2	4	2	2	2	4	2	2	3	2	4	2	2	2	4	2	2
	Telephone/Data Outlet 電話/數據插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	TV/FM Outlet 電視/電台天線插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	I 3A Twin Socket Outlet 13A 雙位電插座	3	3	3	4	4	2	3	3	3	3	3	3	4	4	2	3	3	3
	I3A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有USB接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	20A DP Switch (Exhaust Fan & Electric Water Heater) 20A 雙極開關掣(抽氣扇及電熱水爐)	2	1	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1
	20A DP Switch (Electric Water Heater) 20A 雙極開關掣(電熱水爐)	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	NA
	20A DP Switch (Exhaust Fan) 20A 雙極開關掣(抽氣扇)	NA	1	1	NA	NA	NA	1	1	1	NA	1	1	NA	NA	NA	1	1	1
	20A DP Switch (Air Conditioning) 20A 雙極開關掣(室內冷氣機)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Air Quality Sensor 空氣質素感應器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Smoke Detector 煙霧感應器	NA	NA	NA	1	1	1	NA	NA	NA	NA	NA	NA	1	1	1	NA	NA	NA
Utility Platform 工作平台	Lighting Point 燈位	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	1	NA	NA
Balcony 露台	Lighting Point 燈位	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	1	1	NA	NA	1	1	1	1
岭口	Fused Spur Unit for Drying Rack 菲士座供晾衣架	NA	NA	NA	NA	NA	NA	NA	NA	NA	1	1	1	NA	NA	1	1	1	1
Bedroom or Bedroom 1	Lighting Switch燈掣	1	1	1	NA	NA	1	1	1	1	1	1	1	NA	NA	1	1	1	1
睡房或睡房1	Lighting Point 燈位	1	1	1	NA	NA	1	1	1	1	1	1	1	NA	NA	1	1	1	1
	Telephone/Data Outlet 電話/數據插座	1	1	1	NA	NA	1	1	1	1	1	1	1	NA	NA	1	1	1	1
	TV/FM Outlet 電視/電台天線插座	1	1	1	NA	NA	1	1	1	1	1	1	1	NA	NA	1	1	1	1
	I3A Twin Socket Outlet 13A 雙位電插座	1	1	1	NA	NA	1	1	1	1	1	1	1	NA	NA	1	1	1	1
	I3A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有USB接口)	1	1	1	NA	NA	1	1	1	1	1	1	1	NA	NA	1	1	1	1
	20A DP Switch (Air Conditioning) 20A 雙極開關掣(室內冷氣機)	1	1	1	NA	NA	1	1	1	1	1	1	1	NA	NA	1	1	1	1

Note 附註:

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

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

FITTINGS, FINISHES AND APPLIANCES 裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units (Tower 2) 住宅單位機電裝置數量説明表 (第2座)

Location 位置	Provisions 装置									Tow 第2	/er 2 2座								
						5/F 五樓					六樓至	十三樓、	6/F-13/ 十五樓至:	F, 15/F-22 二十三樓	3/F, 25/F-: 、二十五樹	33/F & 35 建至三十三	5/F-36/F E樓及三十	-五樓至三-	十六樓
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位
Bedroom 2 睡房2	Lighting Switch燈掣	NA	NA	2	NA	NA	NA	1	NA	NA	NA	NA	2	NA	NA	NA	1	NA	NA
	Lighting Point 燈位	NA	NA	1	NA	NA	NA	1	NA	NA	NA	NA	1	NA	NA	NA	1	NA	NA
	Telephone/Data Outlet 電話/數據插座	NA	NA	1	NA	NA	NA	1	NA	NA	NA	NA	1	NA	NA	NA	1	NA	NA
	TV/FM Outlet 電視機/電台天線插座	NA	NA	1	NA	NA	NA	1	NA	NA	NA	NA	1	NA	NA	NA	1	NA	NA
	I3A Twin Socket Outlet 13A 雙位電插座	NA	NA	1	NA	NA	NA	1	NA	NA	NA	NA	1	NA	NA	NA	1	NA	NA
	I3A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有USB接口)	NA	NA	1	NA	NA	NA	1	NA	NA	NA	NA	1	NA	NA	NA	1	NA	NA
	20A DP Switch (Air Conditioning) 20A 雙極開關掣(室內冷氣機)	NA	NA	1	NA	NA	NA	1	NA	NA	NA	NA	1	NA	NA	NA	1	NA	NA
Bedroom 3 睡房3	Lighting Switch燈掣	NA	NA	NA	NA	NA	NA	2	NA	NA	NA	NA	NA	NA	NA	NA	2	NA	NA
	Lighting Point 燈位	NA	NA	NA	NA	NA	NA	2	NA	NA	NA	NA	NA	NA	NA	NA	2	NA	NA
	Telephone/Data Outlet 電話/數據插座	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA
	TV/FM Outlet 電視/電台天線插座	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA
	I3A Twin Socket Outlet 13A 雙位電插座	NA	NA	NA	NA	NA	NA	2	NA	NA	NA	NA	NA	NA	NA	NA	2	NA	NA
	I3A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有USB接口)	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA
	20A DP Switch (Air Conditioning) 20A雙極開關掣(室內冷氣機)	NA	NA	NA	NA	NA	NA	1	NA	NA	NA	NA	NA	NA	NA	NA	1	NA	NA
Bathroom	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
浴室 	I3A Single Socket Outlet 13A 單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit For Gas Water Heater 菲士座供煤氣熱水爐	1	1	1	NA	NA	NA	1	1	1	1	1	1	NA	NA	NA	1	1	1
	Fused Spur Unit For Exhaust Fan 菲士座供抽氣扇	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit For Lighting 菲士座供燈	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	63A TPN Weatherproof Switch For Electrical Water Heater 63A 3相防水開關供電熱水爐	NA	NA	NA	1	1	1	NA	NA	NA	NA	NA	NA	1	1	1	NA	NA	NA

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

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

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units (Tower 2) 住宅單位機電裝置數量説明表 (第2座)

Location 位置	Provisions 裝置									Tow 第:	/er 2 2座											
	NA NA					5/F 五樓						十三樓、					8/F & 35/F-36/F 至三十三樓及三十五樓至三十六樓					
		Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位	Flat A A單位	Flat B B單位	Flat C C單位	Flat D D單位	Flat E E單位	Flat F F單位	Flat G G單位	Flat H H單位	Flat J J單位			
Open Kitchen or Kitchen 開放式廚房或廚房	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2			
用 <i>放</i> 又剧 <i>厉</i>	I3A Twin Socket Outlet 13A 雙位電插座	NA	1	1	NA	NA	NA	NA	NA	1	NA	1	1	NA	NA	NA	NA	NA	1			
	I3A Twin Socket Outlet (with USB port) 13A 雙位電插座(附有USB接口)	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	2	1	1			
	Distribution Board 配電箱	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			
	20A DP Switch For Induction Hob 20A雙極開關掣供電磁爐	NA	NA	NA	1	1	1	NA	NA	NA	NA	NA	NA	1	1	1	NA	NA	NA			
	Fused Spur Unit For Exhaust Fan 菲士座供抽氣扇	1	1	1	NA	NA	NA	1	1	1	1	1	1	NA	NA	NA	1	1	1			
	Fused Spur Unit For Cooker Hood 菲士座供抽油煙機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			
	I 3A Single Socket Outlet for Microwave Oven 13A單位電插座供微波爐	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			
	I3A Single Socket Outlet for Washer Dryer 13A單位電插座供洗衣乾衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			
	Drain Point For Washer Dryer 去水位供洗衣乾衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			
	Water Point For Washer Dryer 來水位供洗衣乾衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			
	I3A Single Socket Outlet for Fridge 13A單位電插座供雪櫃	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			
	I3A Single Socket Outlet for Gas Hob 13A單位電插座供煤氣煮食爐	NA	NA	1	NA	NA	NA	1	NA	NA	NA	NA	1	NA	NA	NA	1	NA	NA			
	I3A Twin Socket Outlet for Gas Hob 13A 雙位電插座供煮食煤氣爐	1	1	NA	NA	NA	NA	NA	1	1	1	1	NA	NA	NA	NA	NA	1	1			
	Fused Spur Unit for LCD Display Monitor 菲士座供觸屏式顯示屏	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			
	35A DP Weatherproof Switch For Electric Water Heater 35A 雙極防水開關供電熱水爐	1	NA	NA	NA	NA	1	NA	NA	NA	1	NA	NA	NA	NA	1	NA	NA	NA			
	Concealed Sprinkler head 隱敝式花灑頭	NA	NA	NA	1	1	1	NA	NA	NA	NA	NA	NA	1	1	1	NA	NA	NA			
5/F Flat Roof 五樓平台	20A DP Weatherproof Switch(Air Conditioning) 20A雙極防水開關(室外冷氣機)	2	2	3	1	1	2	4	2	2	NA	NA	NA									
	Lighting Point 燈位	1	1	2	NA	NA	1	2	1	1	NA	NA	NA									
	Fused Spur Unit for Drying Rack 菲士座供晾衣架	1	1	1	NA	NA	1	1	1	1	NA	NA	NA									
A/C platform 冷氣機平台	20A DP Weatherproof Switch (Air Conditioning) 20A雙極防水開關(室外冷氣機)	NA	2	2	3	1	1	2	4	2	2											
升降機大堂 Lift Lobby	Door Bell Push Button 門鐘襟手掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			

Note 附註:

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

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

SERVICE AGREEMENTS

服務協議

Potable and flushing water is supplied by Water Supplies Department.

食水及沖廁水由水務署供應。

Electricity is supplied by CLP Power Hong Kong Limited.

電力由中華電力有限公司供應。

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

煤氣由香港中華煤氣有限公司供應。

GOVERNMENT RENT 地税

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

The Owner (i.e. Urban Renewal Authority) is liable for the Government rent payable for the specified residential property up to 擁有人(即市區重建局)有法律責任繳付就指明住宅物業直至該指明住宅物業的業權轉讓日期(包括該日)為止的地税。

MISCELLANEOUS PAYMENTS BY PURCHASER

買方的雜項付款

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

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

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

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

DEFECT LIABILITY WARRANTY PERIOD 欠妥之處的保養責任期

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

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

MAINTENANCE OF SLOPES

斜坡維修

Not applicable

不適用

MODIFICATION 修訂

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

本發展項目現時並沒有向政府提出申請修訂批地文件。

RELEVANT INFORMATION

有關資料

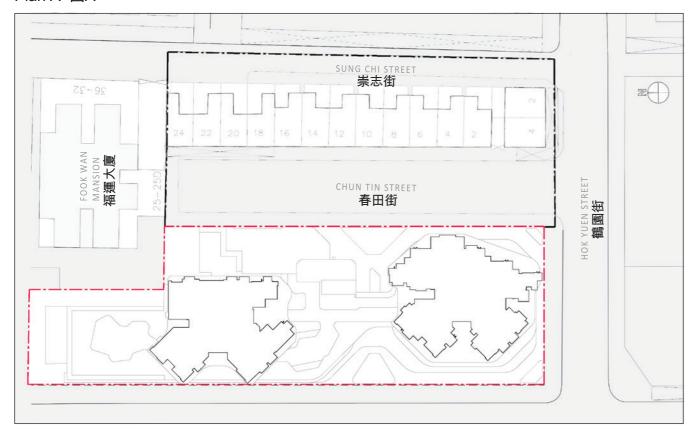
- 1. Certain areas adjacent to the Development has been included in the Urban Renewal Authority Chun Tin Street / Sung Chi Street Development Scheme Plan No.S/K9/URA1/2 ("the Plan"). The Plan has been approved and gazetted on 10 November 2017 and the relevant plan has been set out on page 13 of this Sales Brochure. According to the Plan:
 - (a) the maximum building height in the area covered by the Plan ("the Relevant Area") has been reduced from 130 metres above Hong Kong Principal Datum ("HKPD") as initially proposed before gazetting to 120 metres above HKPD; (b) Chun Tin Street adjacent to the Development will be permanently closed and road improvement works will be carried out at Sung Chi Street (including the provision of new vehicular lay-bys and turning area); and (c) upon completion of redevelopment of the buildings within the Relevant Area, the views from some of the units in the Development will be obstructed or affected.

The general existing layout of the Relevant Area is shown in Plan A. The draft layout of the buildings and facilities intended to be constructed (including the said road improvement works) within the Relevant Area is shown in Plan B, depicting the estimated future condition after completion of the redevelopment project and works of the Relevant Area are still under planning and may change from time to time, which shall be subject to the final approval of the relevant Government departments.

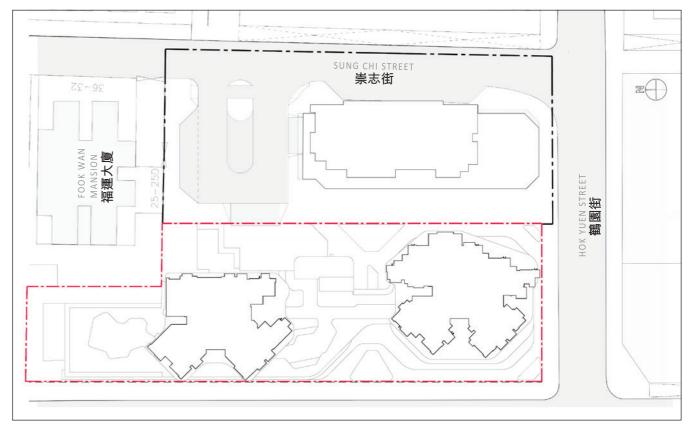
- 1. 毗鄰發展項目的若干範圍已被納入市區重建局春田街/崇志街發展計劃圖編號S/K9/URA1/2(「該發展計劃圖」)。該發展計劃圖已獲核准並於2017年11月10日於憲報公布,相關圖則亦已於本售樓説明書第13頁內列出。根據該
 - (a) 獲該發展計劃圖涵蓋之範圍(「有關範圍」)內的最高建築物高度已由最初於憲報公布前建議的香港主水平基準以上130米降至香港主水平基準以上120米;
 - ·(b) 毗鄰發展項目的春田街將會永久封閉,並會於崇志街進行道路改善工程(包括設置新的車輛停車處及掉頭處);及
 - (c) 在完成有關範圍內的建築物重建工程後,發展項目部分單位的景觀將受到阻礙或影響。

圖A展示有關範圍之大概現狀;圖B則展示有關範圍內擬建建築物和設施(包括上述改善工程)的布局草圖,以顯示有關範圍的重建計劃及工程完工後的預計未來狀況。圖C則展示將會永久封閉的春田街的位置。有關範圍的重建計劃 及工程目前仍在規劃階段,並可能不時更改,一切以政府相關部門批准者為準。

Plan A 圖A

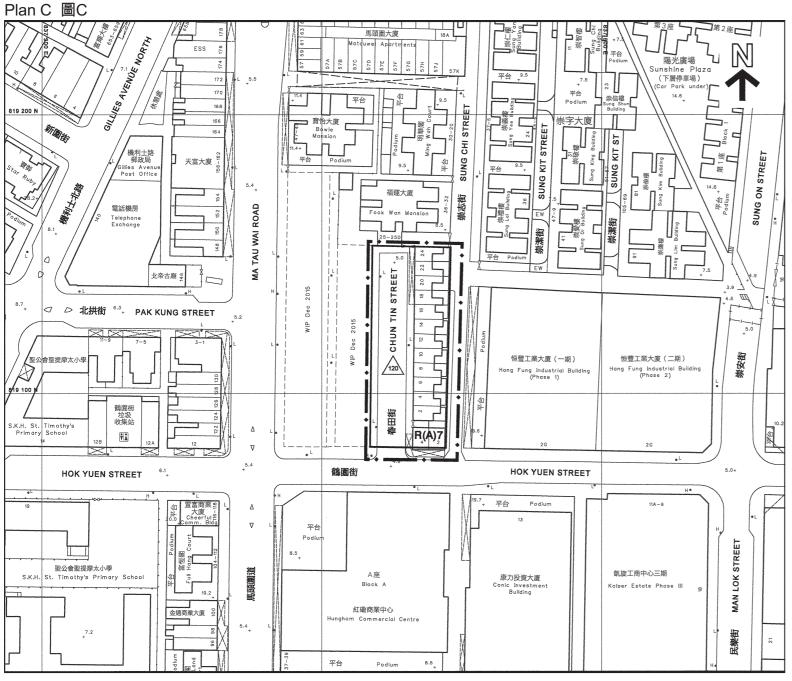


Plan B 圖B





RELEVANT INFORMATION 有關資料



BOUNDARY OF DEVELOPMENT 發展計劃範圍界線 SCHEME RESIDENTIAL (GROUP A) 7 住宅(甲類)7 R(A)7 最高建築物高度 MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)

(在主水平基準上若干米)

WEBSITE OF THE DEVELOPMENT 發展項目的互聯網網站

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

www.eresidence.hk

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

www.eresidence.hk

申請建築物總樓面面積寬免的資料

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

Latest information on breakdown of GFA concessions as shown on the general building plans submitted to and approved by the Building Authority (BA) prior to the printing of the sales brochure is tabulated below. Information marked (#) may be based on information provided by the authorized person if the sales brochure is printed prior to submission of the final amendment plans to the BA. The breakdown of GFA concession may be subject to further changes until final amendment plans are submitted to and approved by the BA prior to the issuance of the occupation permit for the development.

於印製售樓説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。如印製售樓説明書時尚未呈交最終修訂圖則予建築事務監督,則有(#)號的資料可以由認可人士提供的資料作為 基礎。直至最終修訂圖則於發出佔用許可證前呈交予並獲建築事務監督批准前,以下分項資料仍可能有所修改。

		Area (sq.m.) 面積 (平方米)
	Disregarded GFA under Building (Planning) Regulations 23(3)(b) 根據《建築物(規劃)規例》第23(3)(b) 條不計算的總樓面面積	
1.	Carpark and loading / unloading area excluding public transport terminus 停車場及上落客貨地方 (公共交通總站除外)	1337.401
2.	Plant rooms and similar services 機房及相類設施	
2.1	Mandatory feature and essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation, such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房,例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等	487.473
2.2	Mandatory feature and 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《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房,例如僅供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	1584.386
2.3	Non-mandatory / non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc. 非強制性或非必要機房,例如空調機房,風櫃房等	274.426
	Green Features under Joint Practice Notes I 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	390.036
4.	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	236.524
5.	Communal sky garden 公用空中花園	Not Applicable 不適用
6.	Acoustic fin 隔聲鰭	Not Applicable 不適用
7.	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	Not Applicable 不適用
8.	Non-structural prefabricated external wall 非結構預製外牆	317.786
9.	Utility platform 工作平台	90.014

	Green Features under Joint Practice Notes I and 2	
10.	根據聯合作業備考第1及第2號提供的環保設施 Noise barrier 隔音屏障	Not Applicable 不適用
	Amenity Features 適意設施	
11.	Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office 供保安人員和管理處員工使用的櫃枱、辦公室、儲物室、警衛室和廁所、業主立案 法團辦公室	48.393
12.	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc. serving solely the recreational facilities 住宅康樂設施,包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等	767.413
13.	Covered landscaped and play area 有上蓋的園景區及遊樂場	243.009
14.	Horizontal screens/covered walkways, trellis 橫向屏障 / 有蓋人行道、花棚	53.799
15.	Larger lift shaft 擴大升降機井道	128.801
16.	Chimney shaft 煙囱管道	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、衞星電視共用天線房	44.147
18.	Pipe duct, air duct for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽、氣槽	163.172
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、氣槽	5.472
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	74.169
21.	Void in duplex domestic flat and house 複式住宅單位及洋房的中空	Not Applicable 不適用
22.	Projections such as air-conditioning box and platform with a projection of more than 750mm from the external walls 伸出物,如空調機箱及伸出外牆超過750毫米的平台	Not Applicable 不適用

申請建築物總樓面面積寬免的資料

	Other Exempted Items 其他項目	
23.	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
24.	Other projections 其他伸出物	Not Applicable 不適用
25.	Public transport terminus (PTT) 公共交通總站	Not Applicable 不適用
26.	Party structure and common staircase 共用構築物及樓梯	Not Applicable 不適用
27.	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	138.741
28.	Public passage 公眾通道	Not Applicable 不適用
29.	Covered set back area 因建築物後移導致的覆蓋面積	Not Applicable 不適用
	Bonus GFA 額外總樓面面積	
30.	Bonus GFA 額外總樓面面積	Not Applicable 不適用

Note 附註:

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

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

The Environmental Assessment of the Building

有關建築物的環境評估

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 PLATINUM

Application no.: PAP0006/18



緑色建築認證

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 鉑金級



暫定 鉑金級 NB V1.2 2017 HKGBC 綠建環評

申請編號: PAP0006/18

申請建築物總樓面面積寬免的資料

Estimated Energy Performance or Consumption for the Common Parts of the Development 發展項目的公用部分的預計能量表現或消耗

Latest information on the estimated energy performance or consumption for the common parts of the Development as submitted to the Building Authority prior to the printing of the sales brochures: 於印製售樓説明書前呈交予建築事務監督發展項目的公用部份的預計能量表現或消耗的最近期資料:

Part I 第 I 部分	
Provision of Central Air Conditioning	Yes
提供中央空調	有
Provision of Energy Efficient Features	Yes
提供具能源效益的設施	有
Energy Efficient Features proposed: 擬安裝的具能源效益的設施:	1. Low shading coefficient glazing on residential tower is provided 於住宅大廈提供低遮光系數玻璃 2. Lower lighting power density is adopted 採用較低照明功率密度 3. CO sensor is provided for carpark mechanical ventilation system 採用一氧化碳感應器控制停車場機械通風系統 4. Renewable energy - PV panel is provided 再生能源 - 採用光伏板 5. Canopies as solar shading devices for podium 利用簷篷作為擋陽設置 6. High coefficient of performance (COP) AC units and central AC system 採用高效能系數的空調機及中央空調系統 7. Lower lighting power density is adopted 採用較低照明功率密度

Part II: The predicted annual energy use of the proposed building (Note I) 第 II 部分:擬興建樓宇預計每年能源消耗量(註腳1)					
Location 位置	Internal Floor Area Served (m²) 使用有關裝置的內部樓面面積(平方米)		Baseline Building (Note 2) 每年能源消耗量		of Proposed Building 手年能源消耗量
		Electricity kWh/m²/annum 電力 千瓦小時/平方米/年	Town Gas/LPG unit/m²/annum 煤氣/石油氣 用量單位/平方米/年	Electricity kWh/m²/annum 電力 千瓦小時/平方米/年	Town Gas/LPG unit/m²/annum 煤氣/石油氣 用量單位/平方米/年
Area served by central building services installation ^(Note3) 有使用中央屋宇裝備裝置 ^(註腳3) 的部份	11,888	313	NA	246	NA

Part III: The following installation(s) are designed in accordance with the relevant 第Ⅲ部分:以下装置乃按機電工程署公布的相關實務守則設計	Codes of Practices published by the Ele	ectrical & Mechanical Services Departmo	ent (EMSD)
Type of Installations 裝置類型	Yes 是	No 否	N/A 不適用
Lighting Installations 照明裝置	1		
Air Conditioning Installations 空調裝置	/		
Electrical Installations 電力裝置	1		
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	✓		

申請建築物總樓面面積寬免的資料

Notes:

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

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

- (a) "total annual energy use" has the same meaning of "annual energy use" under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (current version); and
- (b) "internal floor area", in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- 2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" under Section 4 and Appendix 8 of the BEAM Plus for New Building (current version).
- 3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installations in Buildings (February 2010 edition) (Draft).

註腳:

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

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

- (a) "每年能源消耗量"與新建樓宇 BEAM Plus 標準(現行版本)第4節及附錄8中的「年能源消耗」具有相同涵義; 及
- (b) 樓宇、空間或單位的"內部樓面面積",指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- 2. "基準樓宇"與新建樓宇 BEAM Plus 標準(現行版本)第4節及附錄8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"與樓宇的屋宇裝備裝置能源效益實務守則(2010年2月版)(草稿)中的涵義相同。

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

地政總署署長作為給予預售樓花同意書的條件而規定列於售樓説明書的資料

- 1. The Purchaser is required to agree with Urban Renewal Authority ("the Vendor") in the Agreement for Sale and Purchase ("the ASP") to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Residential Unit or the Parking Space specified in the ASP, sub-sell that Residential Unit or Parking Space or transfer the benefit of the ASP of that Residential Unit or Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
 - Solely for the purpose of this paragraph 1, the term "Residential Unit" shall exclude the Starter Home Units (as defined in Special Condition No. (41)(j)(v) of the Government Grant). Please refer to the section "Summary of Land Grant" of this sales brochure for the list of the Starter Home Units.
- 2. If the Vendor, at the request of the purchaser under an ASP, agrees (at its own discretion) to cancel the ASP or the obligations of the purchaser under the ASP, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit and the Parking Space specified in the ASP and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the ASP.
- 3. 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.
- 4. The purchaser who has signed an ASP has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
- 5. For information relating to the Green Area as referred to in Special Condition Nos. (4), (5), (6) and (7) of the Government Grant and the Existing Lane and the Diversionary Lane as referred to in Special Condition No. (13) of the Government Grant, please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure. A copy of the Government Grant is also available for inspection by the general public free of charge at the place where the sale is to take place.

- 1. 買方須於買賣合約中與賣方約定,除訂立按揭或押記外,在買賣完成及簽署轉讓契前,買方不得提名任何人士接受買賣合約指明之住宅單位或停車位之轉讓、轉售該住宅單位或停車位或以任何形式轉讓該住宅單位或停車位之買賣合約之權益、或訂立任何有關上述提名、轉售或轉讓權益之協議。
 - 僅以此第1段為目的,「住宅單位」一詞並不包括首置單位(按批地文件特別條款第(41)(j)(v)條所定義)。首置單位之名單已載列於本售樓説明書中「批地文件的摘要」一節。
- 2. 若賣方應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及停車位總售價5%之金額,另買方須向賣方繳付或償還(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)。
- 3. 賣方將會或已經(視屬何情況而定)支付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買家 轉讓契日期(包括該兩日)期間之未付地税。
- 4. 已簽署買賣合約之買方有權查閱,亦可要求取得有關完成興建發展項目所需的總建築費及總專業服務費與及截至提出該要求之前一個曆月底為止已花費及支付的總建築費及總專業服務費之最新資料副本一份,惟買方須就每項上述獲得副本之要求繳付不超過港幣一百元之象徵式費用。
- 5. 關於批地文件特別條款第(4)、(5)、(6)及(7)條提及的「綠色範圍」及批地文件特別條款第(13)條提及的「現有路徑」及「分流路徑」的資料,請參閱本售樓説明書中「批地文件的摘要」一節及「公共設施及公眾休憩用地的資料」一節。批地文件的文本亦將在售樓處提供予公眾免費閱覽。

CHANGES 改變

There may be future changes to the Development and the surrounding areas.

發展項目及其周邊地區日後可能出現改變。

DATE OF PRINTING 印製日期

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2018年12月18日

