

The background is a solid dark green. There are two prominent, thick, orange-colored abstract lines. One line starts from the top left, curves downwards and to the right, then turns and curves back towards the bottom left. The other line starts from the top right, curves downwards and to the left, then turns and curves back towards the bottom right. These lines create a sense of movement and frame the central text.

THE HENLEY III

by HENDERSON LAND

售樓說明書
SALES BROCHURE

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一手住宅物業買家須知

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

01 重要資訊

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

02 費用、按揭貸款和樓價

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

03 價單、支付條款，以及其他財務優惠

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

04 物業的面積及四周環境

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

- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部 and 內部尺寸²。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境(包括交通和社區設施)；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

05 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 閱覽售樓說明書，並須特別留意以下資訊：
 - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
 - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
 - 室內和外部的裝置、裝修物料和設備；
 - 管理費按甚麼基準分擔；
 - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
 - 小業主是否須要負責維修斜坡。

06 政府批地文件和公契

- 閱覽政府批地文件和公契(或公契擬稿)。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供政府批地文件和公契(或公契擬稿)的複本，供準買家免費閱覽。
- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。
- 留意公契內訂明有關物業內可否飼養動物。

07 售樓處內有關可供揀選住宅物業的資料

- 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」，您可從該「消耗表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日開始時有哪些住宅物業可供出售，以及在該個銷售日內有哪些住宅物業已獲揀選及售出。
- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立臨時買賣合約。

08 成交紀錄冊

- 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的24小時內，於紀錄冊披露該臨時買賣合約的資料，以及於買賣合約訂立後一個工作天內，披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目的銷售情況。
- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

09 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 訂立臨時買賣合約時，您須向擁有人(即賣方)支付樓價**5%**的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金(即樓價的5%)會被沒收，而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10 表達購樓意向

- 留意在賣方(包括其獲授權代表)就有關住宅物業向公眾提供價單前，賣方不得尋求或接納任何對有關住宅物業的購樓意向(不論是否屬明確選擇購樓意向)。因此您不應向賣方或其授權代表提出有關意向。
- 留意在有關住宅物業的銷售開始前，賣方(包括其獲授權代表)不得尋求或接納任何對該物業的有明確選擇購樓意向。因此您不應向賣方或其授權代表提出有關意向。

11 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/ 名稱。
- 您可委託任何地產代理(不一定是賣方所指定的地產代理)，以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。
- 委託地產代理以物色物業前，您應該 —
 - 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；
 - 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及
 - 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局的網頁(網址：www.eaa.org.hk)，查閱牌照目錄。

12 委聘律師

- 考慮自行委聘律師，以保障您的利益。該律師若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益。
- 比較不同律師的收費。

適用於一手未落成住宅物業

13 預售樓花同意書

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

14 示範單位

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

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期³。
 - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。
- 收樓日期
 - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意(視屬何種情況而定)。
 - 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
 - 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
 - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。

一手住宅物業買家須知

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

- 認可人士可批予在預計關鍵日期之後完成發展項目
 - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
 - 工人罷工或封閉工地；
 - 暴動或內亂；
 - 不可抗力或天災；
 - 火警或其他賣方所不能控制的意外；
 - 戰爭；或
 - 惡劣天氣。
 - 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
 - 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

適用於一手已落成住宅物業

16 賣方資料表格

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

17 參觀物業

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

任何與賣方銷售受條例所規管的一手住宅物業有關的投訴和查詢，請與一手住宅物業銷售監管局聯絡。

網址： www.srpa.gov.hk
電話： 2817 3313
電郵： enquiry_srpa@hd.gov.hk
傳真： 2219 2220

其他相關聯絡資料：

消費者委員會

網址： www.consumer.org.hk
電話： 2929 2222
電郵： cc@consumer.org.hk
傳真： 2856 3611

地產代理監管局

網址： www.eaa.org.hk
電話： 2111 2777
電郵： enquiry@eaa.org.hk
傳真： 2598 9596

香港地產建設商會

電話： 2826 0111
傳真： 2845 2521

- ¹ 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。
- ² 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項 —
 - (i) 每個住宅物業的外部尺寸；
 - (ii) 每個住宅物業的內部尺寸；
 - (iii) 每個住宅物業的內部間隔的厚度；
 - (iv) 每個住宅物業內個別分隔室的外部尺寸。根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。
- ³ 一般而言，「關鍵日期」指該項目符合批地文件的條件的日期，或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第2條。

You are advised to take the following steps before purchasing first-hand residential properties.

For all first-hand residential properties

01 Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) (www.srpe.gov.hk) on the first-hand residential property market.
- Study the information on the website designated by the vendor for the development, including the sales brochure, price lists, documents containing the sales arrangements, and the register of transactions of a development.
- Sales brochure for a development will be made available to the general public at least 7 days immediately before a date of sale while price list and sales arrangements will be made available at least 3 days immediately before the date of sale.
- Information on transactions can be found on the register of transactions on the website designated by the vendor for the development and the SRPE.

02 Fees, mortgage loan and property price

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
- Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method and calculate the amount of the mortgage loan to ensure it is within your repayment ability.
- Check recent transaction prices of comparable properties for comparison.
- Check with the vendor or the estate agent the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the vendor or the manager of the development.

03 Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans¹ as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

04 Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property². The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

05 Sales brochure

- Ensure that the sales brochure you have obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- Read through the sales brochure and in particular, check the following information in the sales brochure -
 - whether there is a section on "relevant information" in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as "relevant information";
 - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
 - interior and exterior fittings and finishes and appliances;
 - the basis on which management fees are shared;
 - whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
 - whether individual owners have responsibility to maintain slopes.

06 Government land grant and deed of mutual covenant (DMC)

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

07 Information on Availability of Residential Properties for Selection at Sales Office

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

08 Register of Transactions

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

09 Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.

- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors’ firm responsible for stakeholding purchasers’ payments for the property.

10 Expression of intent of purchasing a residential property

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

11 Appointment of estate agent

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

12 Appointment of solicitor

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

For first-hand uncompleted residential properties

13 Pre-sale Consent

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

14 Show flats

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

For first-hand uncompleted residential properties and completed residential properties pending compliance

15 Estimated material date and handing over date

- Check the estimated material date³ for the development in the sales brochure.
 - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.
- Handing over date
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands’ Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
 - For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or

- For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
 - strike or lock-out of workmen;
 - riots or civil commotion;
 - force majeure or Act of God;
 - fire or other accident beyond the vendor’s control;
 - war; or
 - inclement weather.
 - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

For first-hand completed residential properties

16 Vendor’s information form

- Ensure that you obtain the “vendor’s information form(s)” printed within the previous 3 months in relation to the residential property/properties you intend to purchase.

17 Viewing of property

- Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.
- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

一手住宅物業買家須知

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

For complaints and enquiries relating to the sales of first-hand residential properties by the vendors which the Ordinance applies, please contact the Sales of First-hand Residential Properties Authority -

Website : www.srpa.gov.hk
Telephone: 2817 3313
Email : enquiry_srpa@hd.gov.hk
Fax : 2219 2220

Other useful contacts:

Consumer Council

Website : www.consumer.org.hk
Telephone: 2929 2222
Email : cc@consumer.org.hk
Fax : 2856 3611

Estate Agents Authority

Website : www.eaa.org.hk
Telephone: 2111 2777
Email : enquiry@eaa.org.hk
Fax : 2598 9596

Real Estate Developers Association of Hong Kong

Telephone: 2826 0111
Fax : 2845 2521

- ¹ The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.
- ² According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following —
- (i) the external dimensions of each residential property;
 - (ii) the internal dimensions of each residential property;
 - (iii) the thickness of the internal partitions of each residential property;
 - (iv) the external dimensions of individual compartments in each residential property.
- According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.
- ³ Generally speaking, “material date” means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

1 期數的資料

INFORMATION ON THE PHASE

街道名稱及門牌號數

沐泰街7號

(此臨時門牌號數有待發展項目建成時確認。)

每幢多單位建築物的樓層總數

第3A座及第3B座：35層

(上述樓層數目並不包括地庫2樓、地庫1樓、庇護層、天台、位於水平基準134.00米的上層天台、位於水平基準137.00米的上層天台及頂層天台。)

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

第3A座及第3B座：地庫2樓、地庫1樓、地下、1樓至3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至40樓、天台、位於水平基準134.00米的上層天台、位於水平基準137.00米的上層天台及頂層天台

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

第3A座及第3B座：不設4樓、13樓、14樓、24樓及34樓

每幢多單位建築物內的庇護層(如有的話)

第3A座及第3B座：11樓

本期數屬未落成期數

- (a) 由期數的認可人士提供的期數的預計關鍵日期為2022年4月30日。
- (b) 預計關鍵日期是受到買賣合約所允許的任何延期所規限的。
- (c) 根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明該期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為該期數已落成或當作已落成(視屬何情況而定)的確證。

Name of the street and street number

7 Muk Tai Street

(The provisional street number is subject to confirmation when the development is completed.)

Total number of storeys of each multi-unit building

Tower 3A and Tower 3B: 35 storeys

(The above numbers of storeys have excluded B2/F, B1/F, refuge floor, roof, upper roof at 134.00 m.P.D., upper roof at 137.00 m.P.D. and top roof.)

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

Tower 3A and Tower 3B: B2/F, B1/F, G/F, 1/F - 3/F, 5/F - 12/F, 15/F - 23/F, 25/F - 33/F, 35/F - 40/F, roof, upper roof at 134.00 m.P.D., upper roof at 137.00 m.P.D. and top roof

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

Tower 3A and Tower 3B: 4/F, 13/F, 14/F, 24/F and 34/F are omitted

Refuge floor (if any) of each multi-unit building

Tower 3A and Tower 3B: 11/F

This Phase is an uncompleted phase

- (a) The estimated material date for the Phase, as provided by the Authorized Person for the Phase is 30th April 2022.
- (b) The estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.
- (c) Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

2 賣方及有參與期數的其他人的資料

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE PHASE

賣方

香港海島建設地產有限公司(亦為擁有人及其控權公司為恒基兆業有限公司、恒基兆業地產有限公司、謙耀置業有限公司、Good Time Limited、Broadwin Int'l Limited、Shibo Investment Limited及全茂控股有限公司)

期數的認可人士

劉榮廣伍振民建築師有限公司的劉鏡釗先生
(劉鏡釗先生為劉榮廣伍振民建築師有限公司的副董事總經理)

期數的承建商

保華建造有限公司

賣方的代表律師

胡關李羅律師行

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構

法國巴黎銀行香港分行

已為期數的建造提供貸款的任何其他人

恒基兆業地產代理有限公司

Vendor

Hongkong Island Construction Properties Co., Limited (also as the owner and whose holding companies are Henderson Development Limited, Henderson Land Development Company Limited, Mightymark Investment Limited, Good Time Limited, Broadwin Int'l Limited, Shibo Investment Limited and Total Thrive Holdings Limited)

Authorized Person for the Phase

Mr. Henry Lau King Chiu of DLN Architects Limited
(Mr. Henry Lau King Chiu is a Deputy Managing Director of DLN Architects Limited)

Building contractor for the Phase

Paul Y. Builders Limited

Vendor's solicitors

Woo, Kwan, Lee & Lo

Authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Phase

BNP Paribas acting through its Hong Kong Branch

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

Henderson Real Estate Agency Limited

3 有參與期數的各方的關係

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE

(a)	賣方或有關期數的承建商屬個人，並屬該期數的認可人士的家人。	不適用
(b)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人。	不適用
(c)	賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人。	否
(d)	賣方或該期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人。	不適用
(e)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人。	不適用
(f)	賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人。	否
(g)	賣方或該期數的承建商屬個人，並屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(h)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(i)	賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人。	否
(j)	賣方、賣方的控權公司或有關期數的承建商屬私人公司，而該期數的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份。	否
(k)	賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份。	否

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

3 有參與期數的各方的關係 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE

(a)	The vendor or a building contractor for the phase is an individual, and that vendor or contractor is an immediate family member of an authorized person for the phase.	Not applicable
(b)	The vendor or a building contractor for the phase is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person.	Not applicable
(c)	The vendor or a building contractor for the phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person.	No
(d)	The vendor or a building contractor for the phase is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not applicable
(e)	The vendor or a building contractor for the phase is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not applicable
(f)	The vendor or a building contractor for the phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person.	No
(g)	The vendor or a building contractor for the phase is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the phase.	Not applicable
(h)	The vendor or a building contractor for the phase is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the phase.	Not applicable
(i)	The vendor or a building contractor for the phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors.	No
(j)	The vendor, a holding company of the vendor, or a building contractor for the phase, is a private company, and an authorized person for the phase, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor.	No

(k)	The vendor, a holding company of the vendor, or a building contractor for the phase, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor.	No
(l)	The vendor or a building contractor for the phase is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	No
(m)	The vendor or a building contractor for the phase is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor.	Not applicable
(n)	The vendor, a holding company of the vendor, or a building contractor for the phase, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the phase holds at least 10% of the issued shares in that vendor, holding company or contractor.	No
(o)	The vendor, a holding company of the vendor, or a building contractor for the phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor.	No
(p)	The vendor or a building contractor for the phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	No
(q)	The vendor or a building contractor for the phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor.	Not applicable
(r)	The vendor or a building contractor for the phase is a corporation, and the corporation of which an authorized person for the phase is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor.	No
(s)	The vendor or a building contractor for the phase is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	No

4

期數的設計的資料

INFORMATION ON DESIGN OF THE PHASE

期數將會有構成圍封牆的一部分的非結構的預製外牆，每幢建築物的非結構的預製外牆的厚度為150毫米。
There will be non-structural prefabricated external walls forming part of the enclosing walls of the Phase. The thickness of the non-structural prefabricated external walls of each building is 150mm.

期數將會有構成圍封牆的一部分的幕牆，每幢建築物的幕牆的厚度為200毫米。
There will be curtain walls forming part of the enclosing walls of the Phase. The thickness of the curtain walls of each building is 200mm.

每個住宅物業的非結構的預製外牆及幕牆的總面積表
Schedule of total area of the non-structural prefabricated external walls and curtain walls of each residential property

大廈名稱 Block Name	樓層 Floor	單位 Unit	每個住宅物業的非結構的預製外牆的總面積(平方米) Total area of non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆的總面積(平方米) Total area of curtain walls of each residential property (sq.m.)
第3A座及第3B座 Tower 3A and Tower 3B	1樓 1/F	C	0.422	0.879
		D	-	0.565
		E	-	-
		F	-	-
	2樓、3樓、5樓至10樓、 12樓、15樓至23樓、 25樓至33樓及35樓至39樓 2/F, 3/F, 5/F - 10/F, 12/F, 15/F - 23/F, 25/F - 33/F and 35/F - 39/F	A	-	2.281
		B	-	1.000
		C	0.422	0.879
		D	-	0.565
		E	-	-
		F	-	-
	40樓 40/F	A	-	2.281
		B	-	1.000
		C	0.422	0.879
		D	-	0.565
		E	-	-
		F	-	-

5 物業管理的資料

INFORMATION ON PROPERTY MANAGEMENT

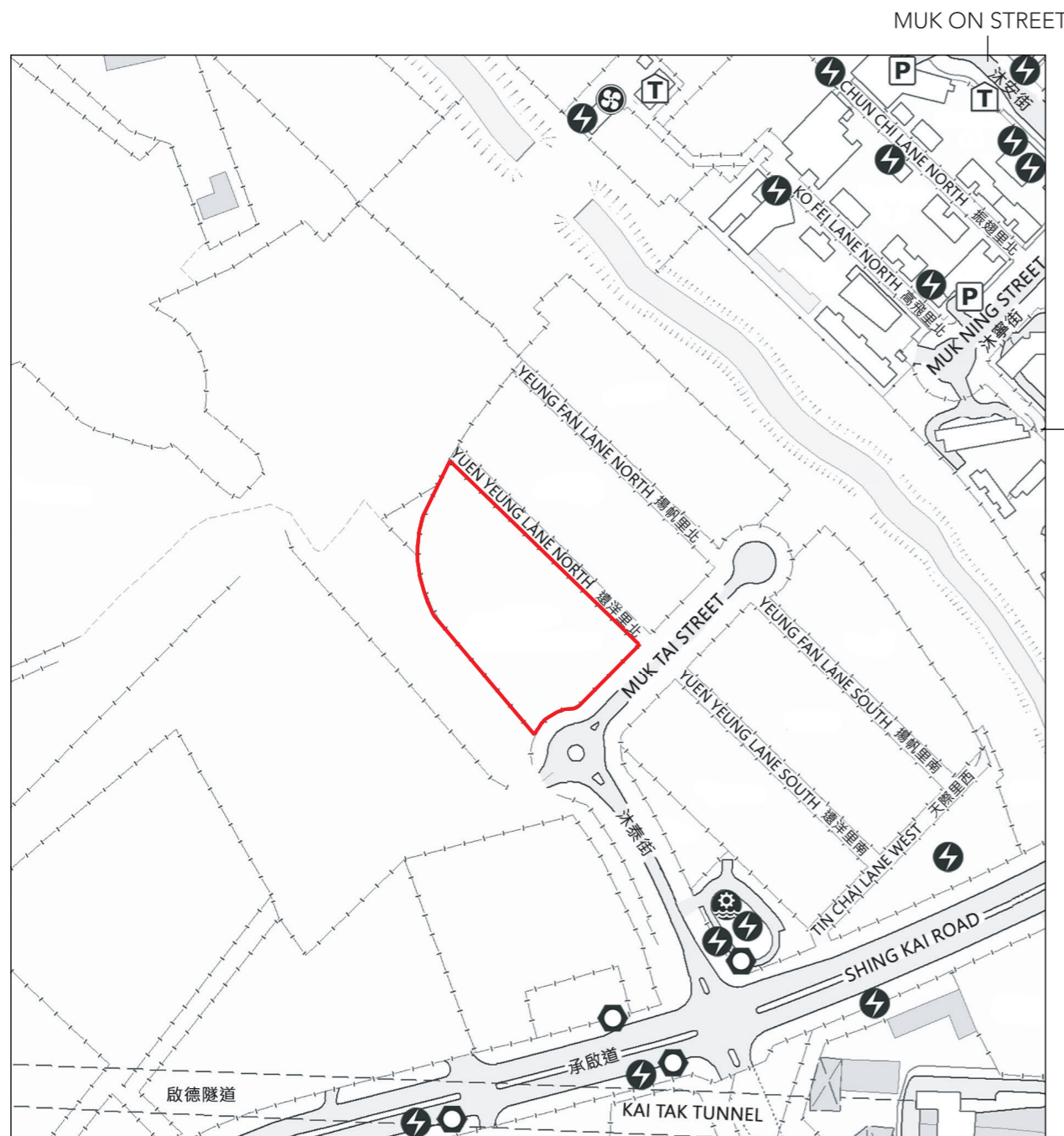
管理人

根據發展項目的公契的最新擬稿，偉邦物業管理有限公司將獲委任為期數的管理人。

Manager

Well Born Real Estate Management Limited will be appointed as the Manager of the Phase under the latest draft of Deed of Mutual Covenant in respect of the development.

6 發展項目的所在位置圖 LOCATION PLAN OF THE DEVELOPMENT



圖例 NOTATION

- 發電廠 (包括電力分站)
Power plant (including electricity sub-stations)
- 公眾停車場 (包括貨車停泊處)
Public carpark (including lorry park)
- 公共交通總站 (包括鐵路車站)
Public transport terminal (including rail station)
- 公用事業設施裝置
Public utility installation
- 污水處理廠及設施
Sewage treatment works and facilities
- 香港鐵路通風井
Ventilation shaft for the Mass Transit Railway

KO FEI LANE SOUTH
高飛里南

發展項目的位置
Location of the Development

此所在位置圖摘錄自地政總署測繪處之測繪圖編號 T11-NE-A and T11-NE-C，並經修正處理。
This location plan is adopted from part of the Survey Sheets of Numbers T11-NE-A and T11-NE-C, from Survey and Mapping Office of Lands Department. Adjustment is made where necessary.

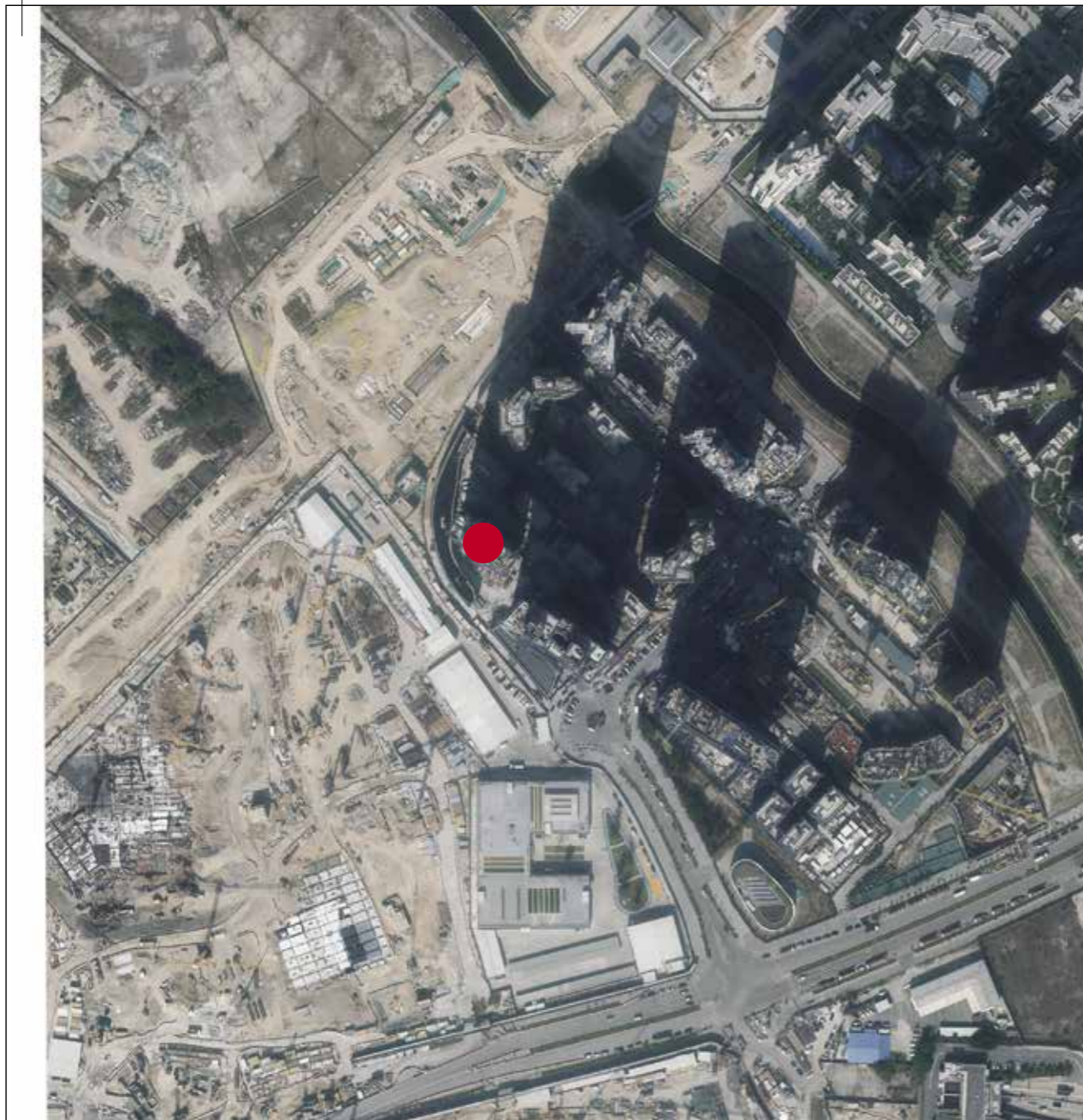
地圖由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。
The Map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

比例尺 Scale 0米(m) 250米(m)

備註：因技術性問題，此所在位置圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note: Due to technical reasons, this location plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

7 期數的鳥瞰照片 AERIAL PHOTOGRAPH OF THE PHASE

THIS BLANK AREA FALLS OUTSIDE THE COVERAGE OF AERIAL PHOTOGRAPH OF THE PHASE
關於期數的鳥瞰照片並不覆蓋本空白範圍



摘錄自地政總署測繪處於2020年12月7日在啓德6,900呎飛行高度拍攝之鳥瞰照片，編號為E117248C。
Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet in Kai Tak. Photo No. E117248C, dated 7th December 2020.

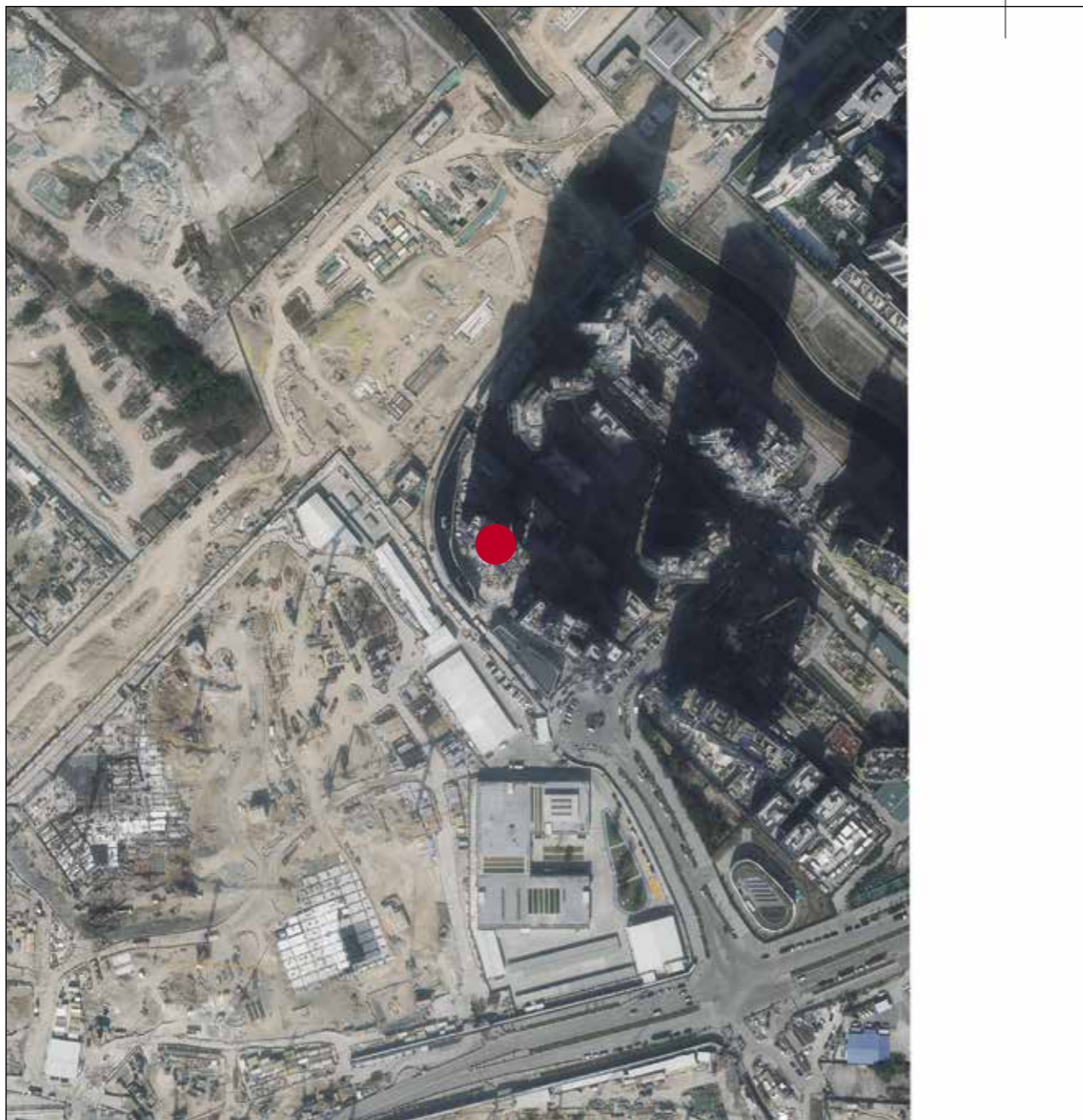
備註：因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note: Due to technical reasons, this aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

● 期數的位置
Location of the Phase

航空照片由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。
The Aerial Photo is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

7 期數的鳥瞰照片 AERIAL PHOTOGRAPH OF THE PHASE

THIS BLANK AREA FALLS OUTSIDE THE COVERAGE OF AERIAL PHOTOGRAPH OF THE PHASE
關於期數的鳥瞰照片並不覆蓋本空白範圍



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Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet in Kai Tak. Photo No. E117249C, dated 7th December 2020.

備註：因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note: Due to technical reasons, this aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

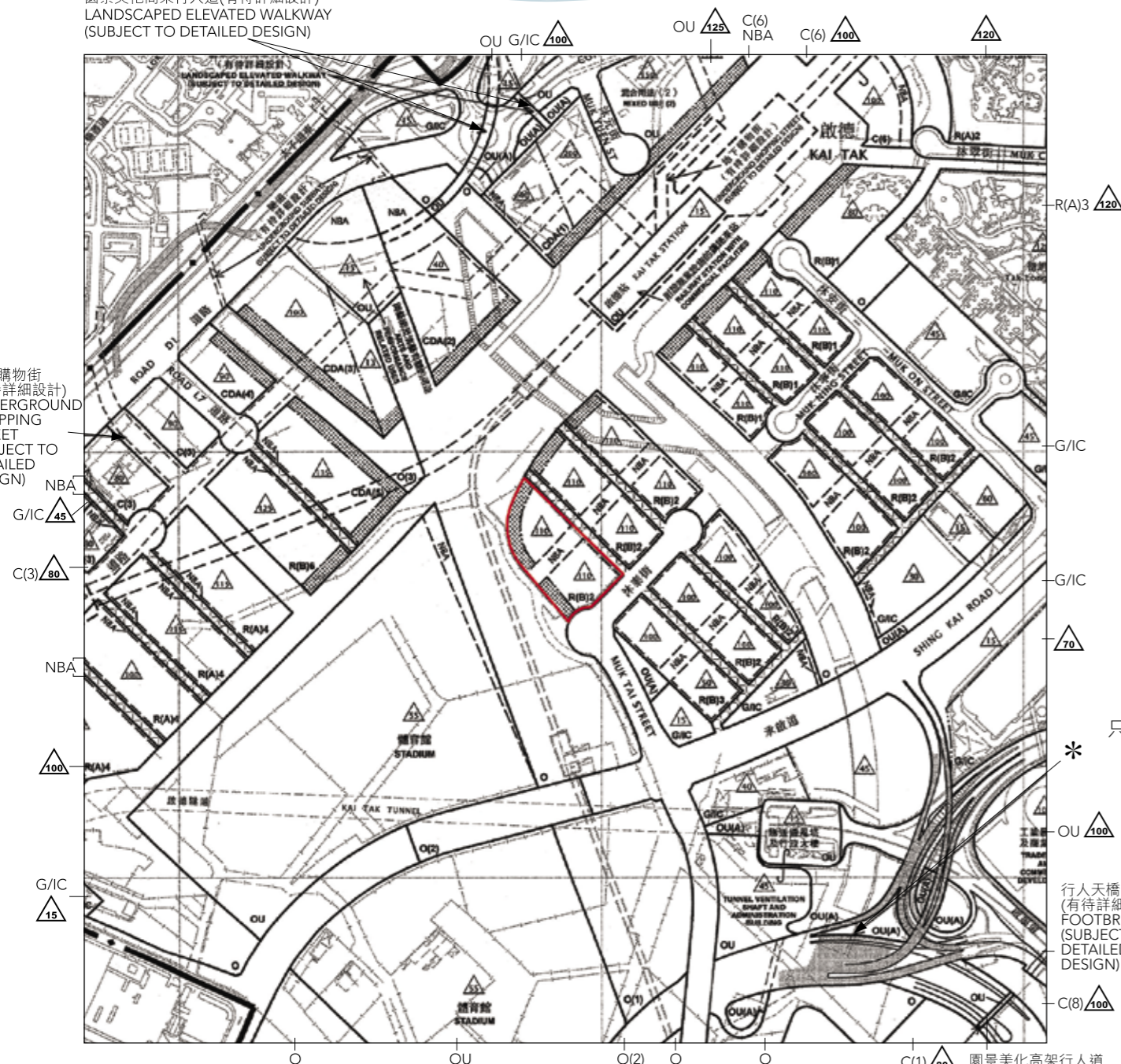
● 期數的位置
Location of the Phase

航空照片由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。
The Aerial Photo is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

8 關於發展項目的分區計劃大綱圖等 OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

園景美化高架行人道(有待詳細設計)
LANDSCAPED ELEVATED WALKWAY
(SUBJECT TO DETAILED DESIGN)

地下購物街
(有待詳細設計)
UNDERGROUND
SHOPPING
STREET
(SUBJECT TO
DETAILED
DESIGN)



發展項目的位置
Location of the Development

圖例 NOTATION

- 地帶**
- 商業 C
 - 綜合發展區 CDA
 - 住宅(甲類) R(A)
 - 住宅(乙類) R(B)
 - 政府、機構或社區 G/IC
 - 休憩用地 O
 - 其他指定用途 OU
 - 其他指定用途(美化市容地帶) OU(A)

交通

- 鐵路及車站(地下)
- 環保連接系統及車站
- 主要道路及路口
- 高架道路
- 行人專用區或街道

其他

- 規劃範圍界線
- 建築物高度管制區界線
- 最高建築物高度
(在主水平基準上若干米)
- 只限於指定為「商店及服務行業」
和「食肆」用途的地區
- 非建築用地

ZONES

- COMMERCIAL C
- COMPREHENSIVE DEVELOPMENT AREA CDA
- RESIDENTIAL (GROUP A) R(A)
- RESIDENTIAL (GROUP B) R(B)
- GOVERNMENT, INSTITUTION OR COMMUNITY G/IC
- OPEN SPACE O
- OTHER SPECIFIED USES OU
- OTHER SPECIFIED USES (AMENITY AREA) OU(A)

COMMUNICATIONS

- RAILWAY AND STATION (UNDERGROUND)
- ENVIRONMENTALLY FRIENDLY LINKAGE SYSTEM AND STATION
- MAJOR ROAD AND JUNCTION
- ELEVATED ROAD
- PEDESTRIAN PRECINCT/ STREET

MISCELLANEOUS

- BOUNDARY OF PLANNING SCHEME
- BUILDING HEIGHT CONTROL ZONE BOUNDARY
- MAXIMUM BUILDING HEIGHT
(IN METRES ABOVE PRINCIPAL DATUM)
- AREA DESIGNATED FOR 'SHOP AND SERVICES'
AND 'EATING PLACE' USES ONLY
- NON-BUILDING AREA

比例尺 Scale 0米(m) 500米(m)

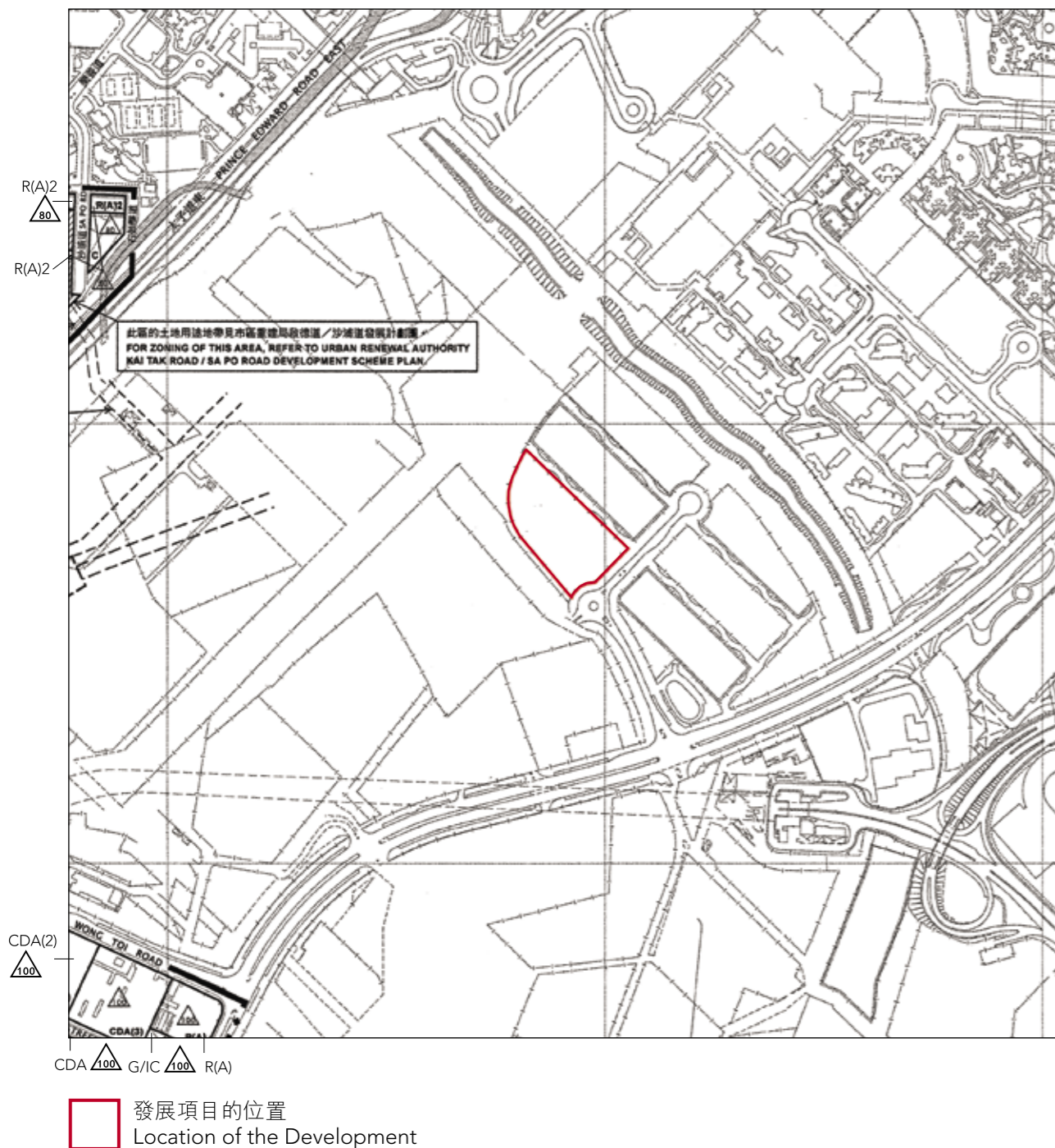
摘錄自2018年5月25日刊憲之啟德分區計劃大綱核准圖，圖則編號為S/K22/6。
Adopted from the approved Kai Tak Outline Zoning Plan, Plan No. S/K22/6, gazetted on 25th May 2018.

備註：因技術性問題，此分區計劃大綱核准圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。

Note : Due to technical reasons, this approved outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

* 行政長官會同行政會議於2016年1月5日根據道路(工程、使用及補償)條例(第370章)批准的中九龍幹線，有關方案所述的道路顯示在這份圖則上，只供參考之用。
THE ROAD AS DESCRIBED IN THE ROAD SCHEME FOR THE CENTRAL KOWLOON ROUTE AUTHORIZED BY THE CHIEF EXECUTIVE IN COUNCIL UNDER THE ROADS (WORKS, USE AND COMPENSATION) ORDINANCE (CHAPTER 370) ON 5.1.2016 IS SHOWN ON THIS PLAN FOR INFORMATION ONLY.

8 關於發展項目的分區計劃大綱圖等 OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



圖例 NOTATION

地帶

商業	C
綜合發展區	CDA
住宅(甲類)	R(A)
政府、機構或社區	G/IC

交通

鐵路及車站(地下)	STATION
主要道路及路口	
高架道路	

其他

規劃範圍界線	
市區重建局發展計劃圖範圍	
最高建築物高度 (在主水平基準上若干米)	100
最高建築物高度 (樓層數目)	8

ZONES

COMMERCIAL	C
COMPREHENSIVE DEVELOPMENT AREA	CDA
RESIDENTIAL (GROUP A)	R(A)
GOVERNMENT, INSTITUTION OR COMMUNITY	G/IC

COMMUNICATIONS

RAILWAY AND STATION (UNDERGROUND)	STATION
MAJOR ROAD AND JUNCTION	
ELEVATED ROAD	

MISCELLANEOUS

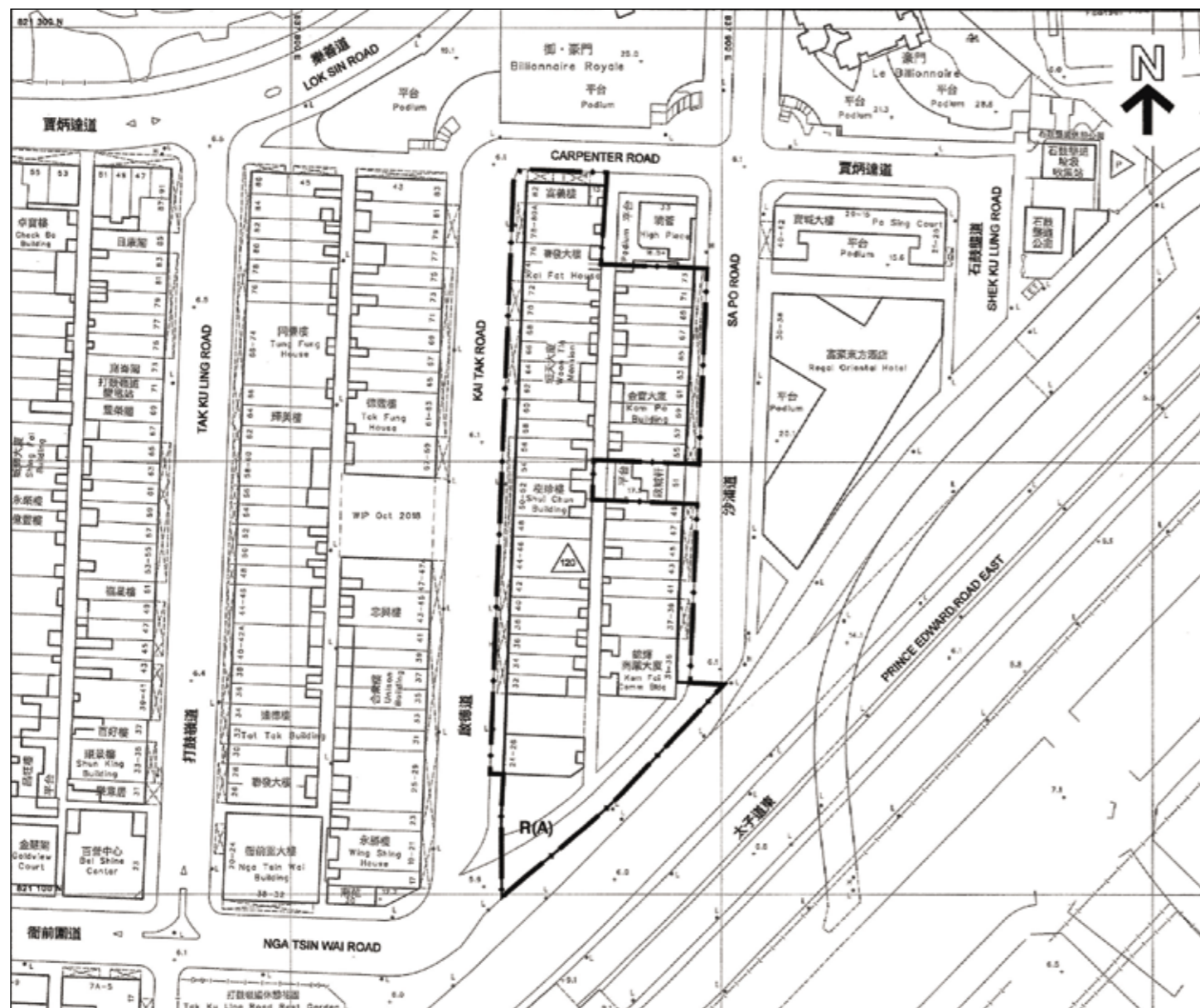
BOUNDARY OF PLANNING SCHEME	
URBAN RENEWAL AUTHORITY DEVELOPMENT SCHEME PLAN AREA	
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	100
MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	8

比例尺 Scale 0米(m) 500米(m)

摘錄自2021年5月21日刊憲之馬頭角分區計劃大綱草圖，圖則編號為S/K10/27。
Adopted from the draft Ma Tau Kok Outline Zoning Plan, Plan No. S/K10/27, gazetted on 21st May 2021.

備註：因技術性問題，此分區計劃大綱草圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note: Due to technical reasons, this draft outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

8 關於發展項目的分區計劃大綱圖等 OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



圖例 NOTATION

發展計劃範圍界線	— ◆ —	BOUNDARY OF DEVELOPMENT SCHEME
住宅(甲類)	R(A)	RESIDENTIAL (GROUP A)
最高建築物高度 (在主水平基準上若干米)	△120	MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)

比例尺 Scale 0米(m) 100米(m)

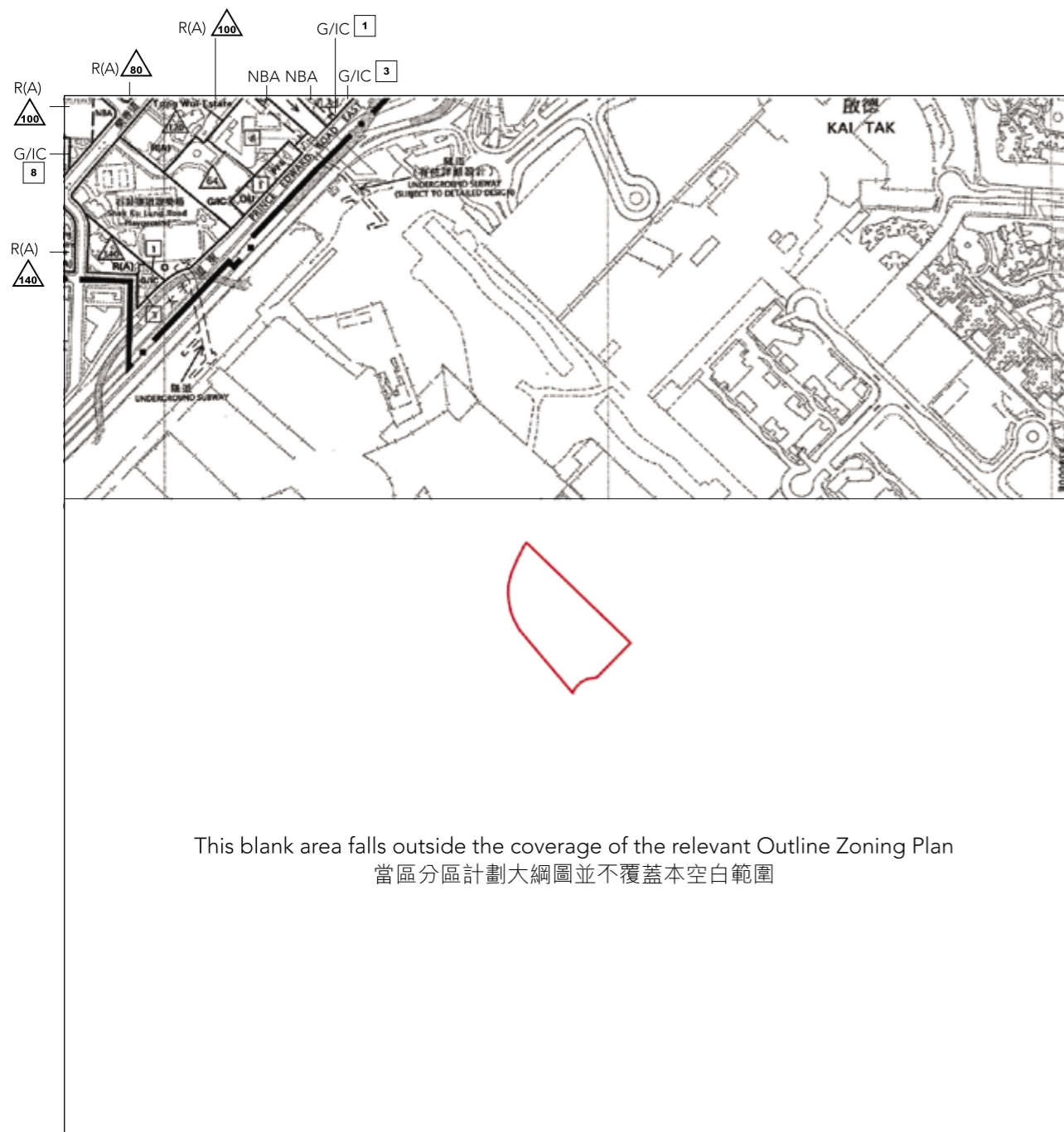
摘錄自2020年10月9日刊憲之市區重建局啟德道/沙浦道發展計劃核准圖，圖則編號為 S/K10/URA1/2。

Adopted from the approved Urban Renewal Authority Kai Tak Road / Sa Po Road Development Scheme, Plan No. S/K10/URA1/2, gazetted on 9th October 2020.

備註：因技術性問題，此發展計劃圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。

Note: Due to technical reasons, this development scheme plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

8 關於發展項目的分區計劃大綱圖等 OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



 發展項目的位置
Location of the Development



圖例 NOTATION

地帶		ZONES	
住宅(甲類)		R(A)	RESIDENTIAL (GROUP A)
政府、機構或社區		G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY
休憩用地		O	OPEN SPACE
其他指定用途		OU	OTHER SPECIFIED USES
交通		COMMUNICATIONS	
主要道路及路口			MAJOR ROAD AND JUNCTION
高架道路			ELEVATED ROAD
其他		MISCELLANEOUS	
規劃範圍界線			BOUNDARY OF PLANNING SCHEME
建築物高度管制區界線			BUILDING HEIGHT CONTROL ZONE BOUNDARY
最高建築物高度 (在主水平基準上若干米)		100	MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)
最高建築物高度 (樓層數目)		1	MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)
加油站		PFS	PETROL FILLING STATION
非建築用地		NBA	NON-BUILDING AREA


比例尺 Scale
0米(m) 500米(m)

摘錄自2020年3月13日刊憲之橫頭磡及東頭分區計劃大綱核准圖，圖則編號為S/K8/23。
Adopted from the approved Wang Tau Hom and Tung Tau Outline Zoning Plan, Plan No. S/K8/23, gazetted on 13th March 2020.

備註：因技術性問題，此分區計劃大綱核准圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note: Due to technical reasons, this approved outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

8 關於發展項目的分區計劃大綱圖等 OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



 發展項目的位置
Location of the Development



圖例 NOTATION

交通
高架道路



COMMUNICATIONS
ELEVATED ROAD

其他
規劃範圍界線



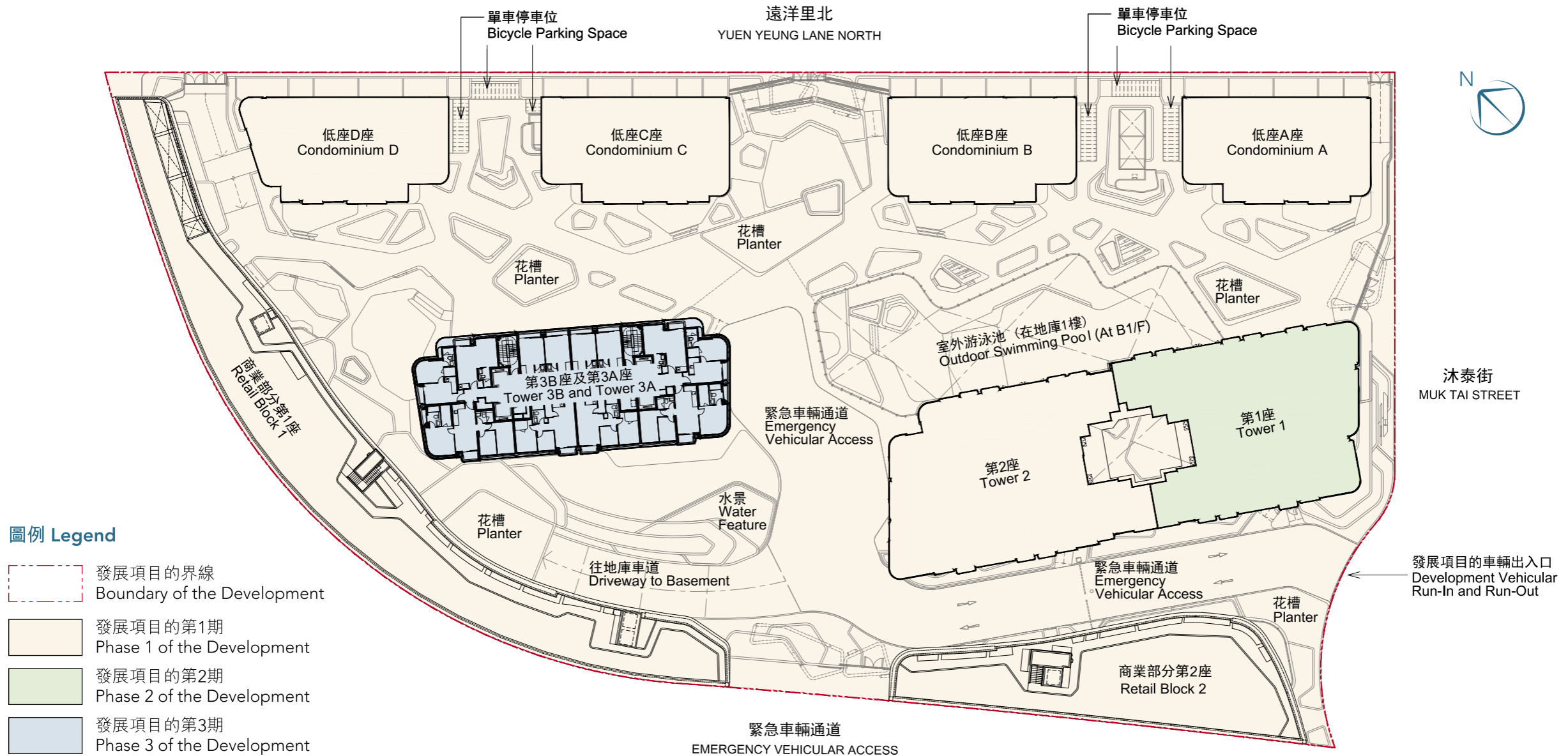
MISCELLANEOUS
BOUNDARY OF PLANNING SCHEME

比例尺 Scale 
0米(m) 500米(m)

摘錄自2016年12月16日刊憲之慈雲山、鑽石山及新蒲崗分區計劃大綱核准圖，圖則編號為S/K11/29。
Adopted from the approved Tsz Wan Shan, Diamond Hill and San Po Kong Outline Zoning Plan, Plan No. S/K11/29, gazetted on 16th December 2016.

備註：因技術性問題，此分區計劃大綱核准圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note: Due to technical reasons, this approved outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

9 發展項目的布局圖 LAYOUT PLAN OF THE DEVELOPMENT



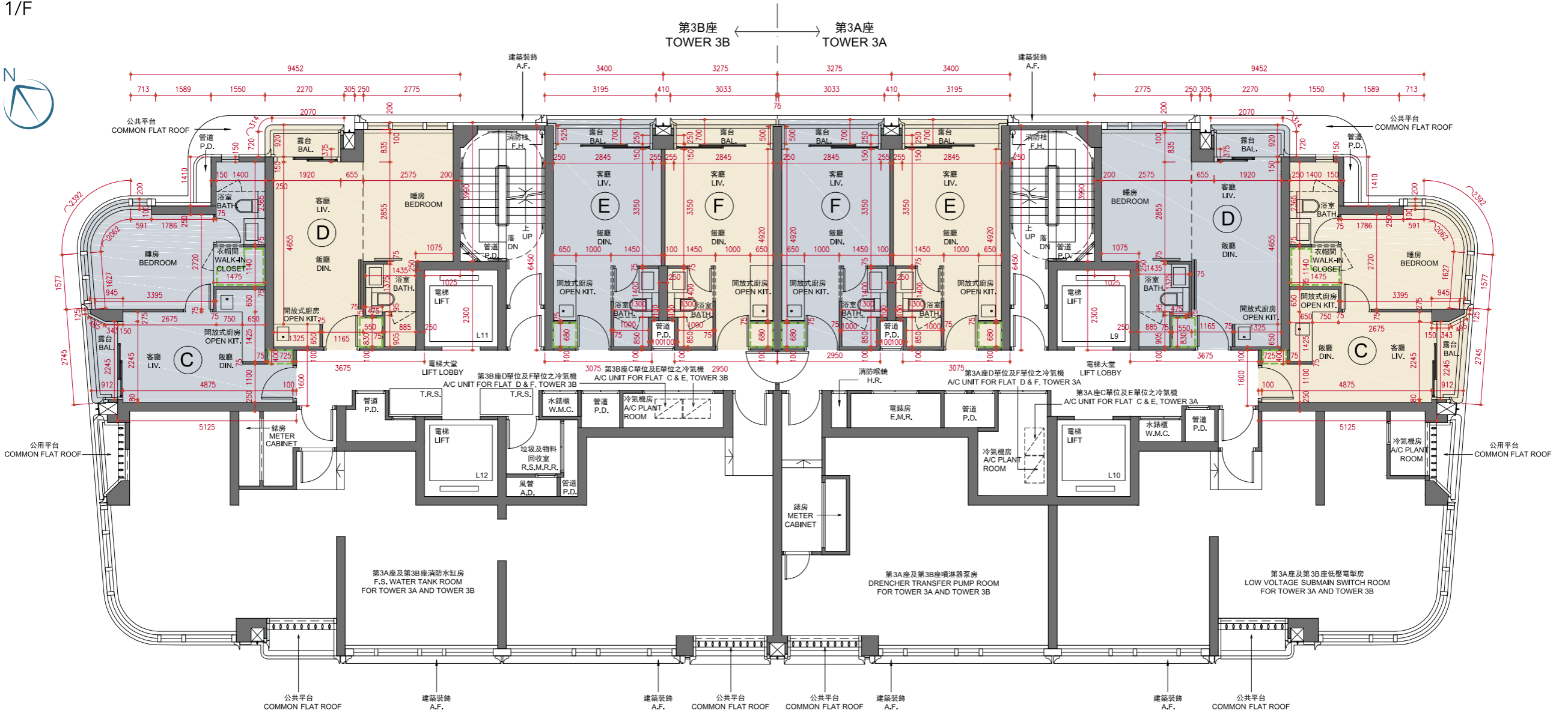
由發展項目第1、2及3期的認可人士提供的位於發展項目第1、2及3期內的建築物及設施的預計落成日期為2022年1月31日。
The estimated date of completion of these buildings and facilities within Phases 1, 2 & 3 of the Development, as provided by the Authorized Person for Phases 1, 2 & 3 of the Development is 31st January 2022.

備註：圖中所示之期數住宅物業布局是參照適用於2樓的住宅物業的樓面平面圖製作而成。

Note: The layout of the residential properties in the Phase shown in this plan is prepared based on the floor plan of residential properties applicable to 2/F.

期數的住宅物業的樓面平面圖
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第3A座及第3B座 TOWER 3A & TOWER 3B

 $1/F$ 

備註：平面圖所列數字為以毫米標示之建築結構尺寸。

Note : The dimensions of floor plans are all structural dimensions in millimeter.

比例尺Scale 

10

期數的住宅物業的樓面平面圖
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

每個住宅物業 Each Residential Property	樓層 FLOOR	第3A座 TOWER 3A			
		單位 FLAT			
		C	D	E	F
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)	1樓 1/F	150	150	150	150
層與層之間的高度(毫米) Floor-to-Floor Height (mm)		3010, 3310	3010, 3060, 3310	3060, 3260, 3310	3060, 3110, 3260, 3310

每個住宅物業 Each Residential Property	樓層 FLOOR	第3B座 TOWER 3B			
		單位 FLAT			
		C	D	E	F
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)	1樓 1/F	150	150	150	150
層與層之間的高度(毫米) Floor-to-Floor Height (mm)		3010, 3060, 3310	3010, 3060, 3310	3060, 3260, 3310	3060, 3110, 3260, 3310

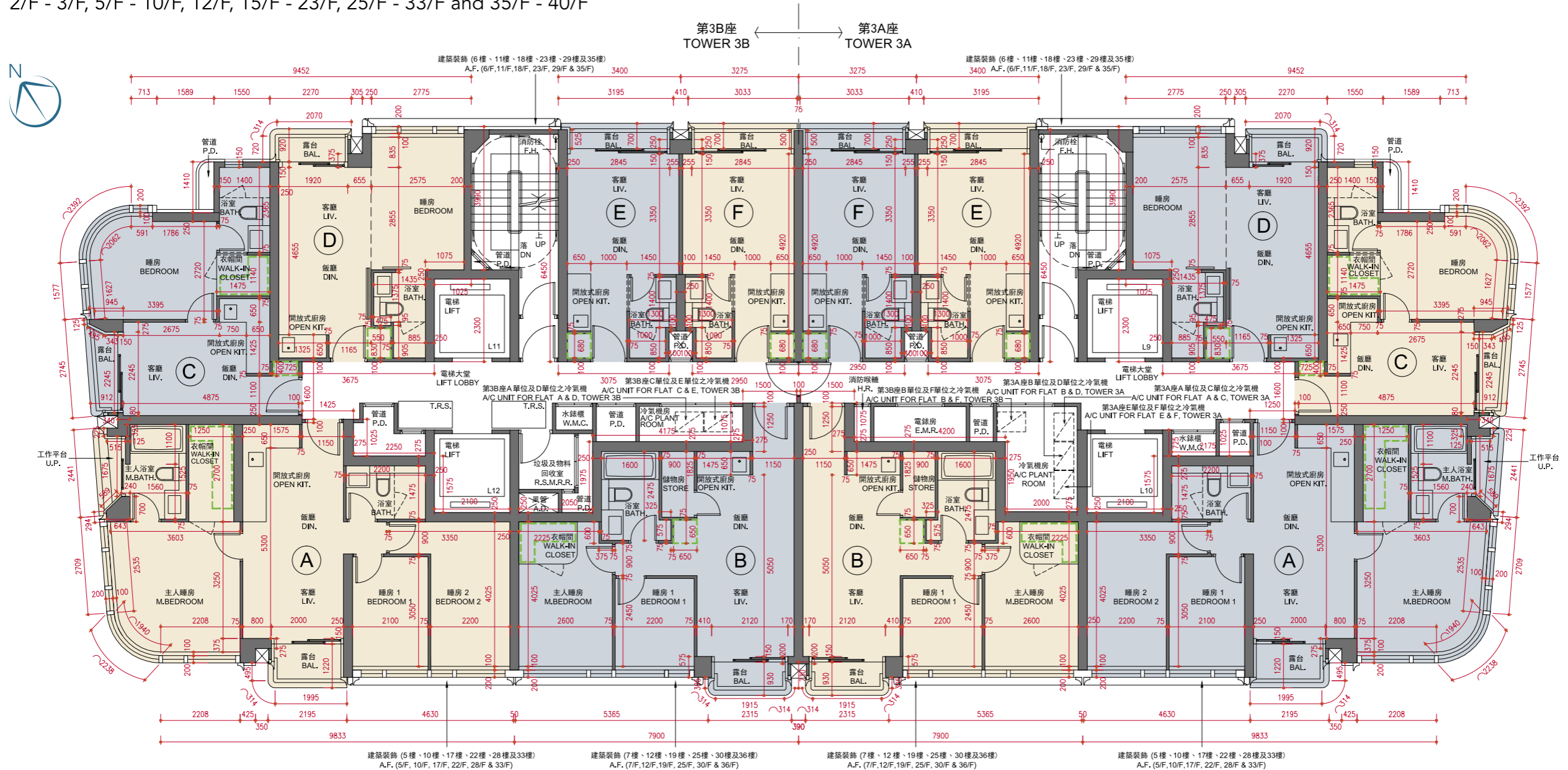
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

請參閱本售樓說明書第30頁為住宅物業的樓面平面圖而設之備註和圖例。
Please refer to page 30 of this sales brochure for the remarks and legends for the floor plans of residential properties.

10 期數的住宅物業的樓面平面圖 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第3A座及第3B座 TOWER 3A & TOWER 3B

2樓至3樓、5樓至10樓、12樓、15樓至23樓、25樓至33樓及35樓至40樓
2/F - 3/F, 5/F - 10/F, 12/F, 15/F - 23/F, 25/F - 33/F and 35/F - 40/F



備註：平面圖所列數字為以毫米標示之建築結構尺寸。

Note: The dimensions of floor plans are all structural dimensions in millimeter.

比例尺 Scale 0米 (m) 5米 (m)

10 期數的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

每個住宅物業 Each Residential Property	樓層 FLOOR	第3A座及第3B座 TOWER 3A and TOWER 3B					
		單位 FLAT					
		A	B	C	D	E	F
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)	2樓至3樓、5樓至10樓、12樓、 15樓至23樓、25樓至33樓及35樓至38樓 2/F - 3/F, 5/F - 10/F, 12/F, 15/F - 23/F, 25/F - 33/F and 35/F - 38/F	150	150	150	150	150	150
層與層之間的高度(毫米) Floor-to-Floor Height (mm)		3310	3310	3310	3310	3310	3310
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)	39樓 39/F	150	150	150	150	150	150
層與層之間的高度(毫米) Floor-to-Floor Height (mm)		3500	3500	3500	3500	3500	3500

每個住宅物業 Each Residential Property	樓層 FLOOR	第3A座 TOWER 3A					
		單位 FLAT					
		A	B	C	D	E	F
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)	40樓 40/F	150, 300 [^]	150, 250 [~] , 300 [^] , 450 [#]	150	150, 300 [^]	250 [~] , 450 [#]	250 [~] , 450 [#]
層與層之間的高度(毫米) Floor-to-Floor Height (mm)		3500, 3650 [^]	3500, 3600 [~] , 3650 [^] , 3800 [#]	3500	3500, 3650 [^]	3600 [~] , 3800 [#]	3600 [~] , 3800 [#]

每個住宅物業 Each Residential Property	樓層 FLOOR	第3B座 TOWER 3B					
		單位 FLAT					
		A	B	C	D	E	F
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)	40樓 40/F	150, 300 [^]	150, 250 [~] , 300 [^] , 450 [#]	150	150, 300 [^]	450 [#]	450 [#]
層與層之間的高度(毫米) Floor-to-Floor Height (mm)		3500, 3650 [^]	3500, 3600 [~] , 3650 [^] , 3800 [#]	3500	3500, 3650 [^]	3800 [#]	3800 [#]

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。
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.

請參閱本售樓說明書第30頁為住宅物業的樓面平面圖而設之備註和圖例。

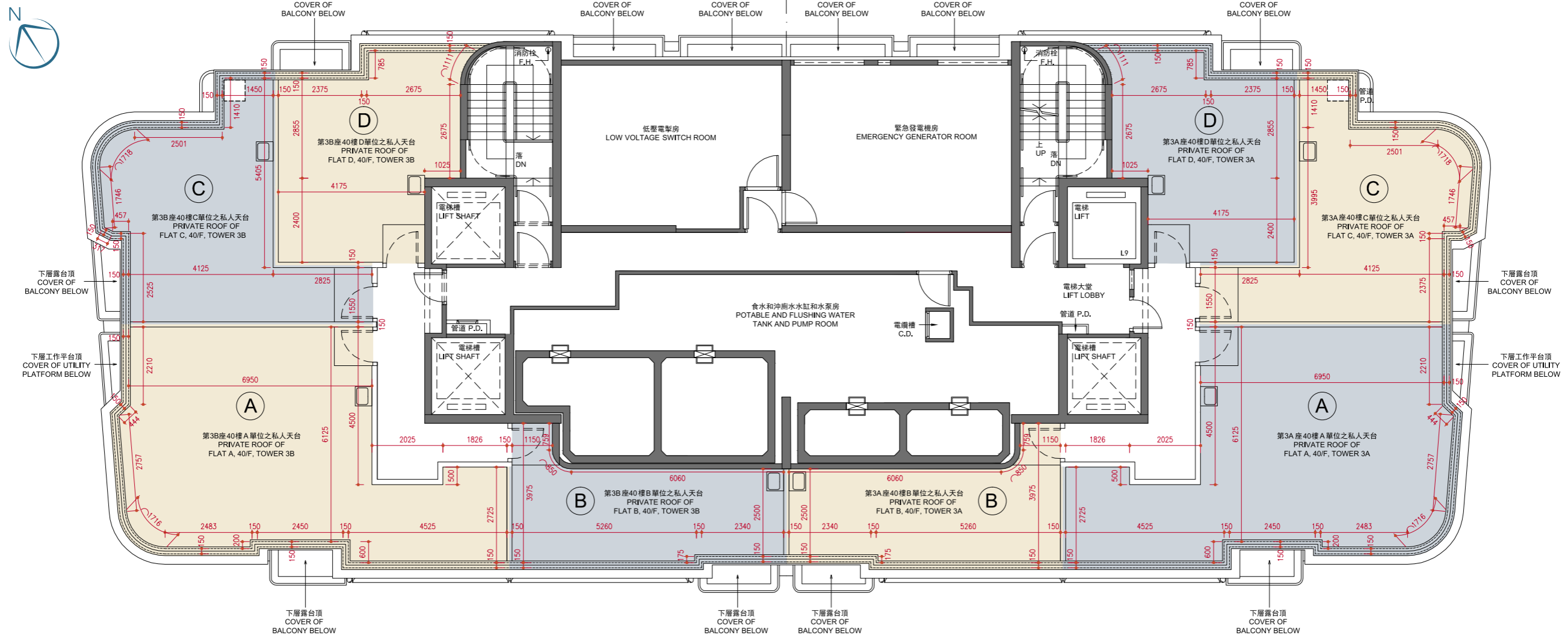
Please refer to page 30 of this sales brochure for the remarks and legends for the floor plans of residential properties.

- ~ 包括結構層上之混凝土填充層厚度（100毫米）
- ~ Inclusive of thickness of mass concrete fill on slab (100mm)
- ^ 包括結構層上之混凝土填充層厚度（150毫米）
- ^ Inclusive of thickness of mass concrete fill on slab (150mm)
- # 包括結構層上之混凝土填充層厚度（300毫米）
- # Inclusive of thickness of mass concrete fill on slab (300mm)

10 期數的住宅物業的樓面平面圖 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第3A座及第3B座 TOWER 3A & TOWER 3B

天台
Roof



備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

比例尺 Scale 0米 (m) 5米 (m)

10

期數的住宅物業的樓面平面圖
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

每個住宅物業 Each Residential Property	樓層 FLOOR	第3A座及第3B座 TOWER 3A and TOWER 3B			
		單位 FLAT			
		A	B	C	D
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)	天台 Roof	不適用 Not Applicable	不適用 Not Applicable	不適用 Not Applicable	不適用 Not Applicable
層與層之間的高度(毫米) Floor-to-Floor Height (mm)		不適用 Not Applicable	不適用 Not Applicable	不適用 Not Applicable	不適用 Not Applicable

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。
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.

請參閱本售樓說明書第30頁為住宅物業的樓面平面圖而設之備註和圖例。
Please refer to page 30 of this sales brochure for the remarks and legends for the floor plans of residential properties.

10 期數的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

在本頁上之備註和圖例適用於全部的「期數的住宅物業的樓面平面圖」的頁數。

The remarks and legends on this page apply to all pages of "Floor plans of residential properties in the Phase".

備註：

1. 部分住宅物業的露台、工作平台、私人天台或外牆或設有外露之公用喉管，或外牆裝飾板內藏之公用喉管。
2. 部分住宅物業內之部分天花或有跌級樓板，用以安裝上層之機電設備或配合上層之結構、建築設計及/或裝修設計上的需要。
3. 部分住宅物業內或設有假陣或假天花用以安裝冷氣喉管及/或其他機電設備。
4. 各住宅物業的樓面平面圖內所展示之裝置及設備的圖標如浴缸、洗面盆、座廁、淋浴間、洗滌盤、櫃(如有)等乃根據最新經批准的建築圖則擬備，其形狀、尺寸、比例或與實際提供的裝置及設備存在差異，僅供示意及參考之用。

Notes:

1. Common pipes exposed or enclosed in cladding may be located at the balcony, utility platform, private roof or external wall of some residential properties.
2. There may be sunken slabs at some parts of the ceiling inside some residential properties for the installation of mechanical and electrical services of the floor above or due to the structural, architectural and/or decoration design requirements of the floor above.
3. There may be ceiling bulkheads or false ceiling inside some residential properties for the installation of air-conditioning conduits and/or other mechanical and electrical services.
4. Those icons of fittings and fitments shown on the floor plans of residential properties like bathtubs, wash basins, water closets, shower cubicles, sink units, cabinets (if any) etc. are prepared in accordance with the latest approved building plans. Their shapes, dimensions, scales may be differed from the fittings and fitments actually provided and they are for indication and reference only.

樓面平面圖之圖例

Legends of Floor Plans

A.D.	= 風管 Air duct
A/C PLANT ROOM	= 冷氣機房 Air-conditioning plant room
A.F.	= 建築裝飾 Architectural features
BAL.	= 露台 Balcony
BATH.	= 浴室 Bathroom
C.D.	= 電纜槽 Cable duct
DIN.	= 飯廳 Dining room
DN	= 落 Down
E.M.R.	= 電錶房 Electrical meter room
F.H.	= 消防栓 Fire hydrant
F.S. WATER TANK ROOM FOR TOWER 3A and TOWER 3B	= 第3A座及第3B座消防水缸房 Fire service water tank room for TOWER 3A and TOWER 3B
H.R.	= 消防喉轆 Hose reel
LIV.	= 客廳 Living room
M. BATH.	= 主人浴室 Master bathroom
M. BEDROOM	= 主人睡房 Master bedroom
OPEN KIT.	= 開放式廚房 Open kitchen
P.D.	= 管道 Pipe duct
R.S.M.R.R.	= 垃圾及物料回收室 Refuse storage and material recovery room
STORE	= 儲物房 Store room
T.R.S.	= 臨時庇護處 Temporary refuge space
U.P.	= 工作平台 Utility platform
W.M.C.	= 水錶櫃 Water meter cabinet
[---]	= 隨樓附送之嵌入式裝置 Built-in fittings provided in the flats

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期數中的住宅物業的面積
AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3A座 Tower 3A	1樓 1F	C	34.726 (374) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: –	-	-	-	-	-	-	-	-	-	-
		D	33.118 (356) 露台 Balcony: 2.048 (22) 工作平台 Utility Platform: –	-	-	-	-	-	-	-	-	-	-
		E	22.137 (238) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: –	-	-	-	-	-	-	-	-	-	-
		F	21.315 (229) 露台 Balcony: 2.049 (22) 工作平台 Utility Platform: –	-	-	-	-	-	-	-	-	-	-

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。
The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

備註： 上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。
Note： Areas in square metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

11 期數中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3A座 Tower 3A	2樓、3樓、 5樓至10樓、 12樓、 15樓至23樓、 25樓至33樓及 35樓至39樓 2/F, 3/F, 5/F - 10/F, 12/F, 15/F - 23/F, 25/F - 33/F and 35/F - 39/F	A	72.071 (776) 露台 Balcony: 2.562 (28) 工作平台 Utility Platform: 1.520 (16)	-	-	-	-	-	-	-	-	-	-
		B	50.290 (541) 露台 Balcony: 2.082 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		C	34.086 (367) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		D	33.118 (356) 露台 Balcony: 2.048 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		E	22.137 (238) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		F	21.315 (229) 露台 Balcony: 2.049 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。

The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。

Note: Areas in square metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

11 期數中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3A座 Tower 3A	40樓 40/F	A	72.071 (776) 露台 Balcony: 2.562 (28) 工作平台 Utility Platform: 1.520 (16)	-	-	-	-	-	-	53.650 (577)	-	-	-
		B	50.290 (541) 露台 Balcony: 2.082 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	21.853 (235)	-	-	-
		C	34.086 (367) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	31.133 (335)	-	-	-
		D	33.118 (356) 露台 Balcony: 2.048 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	27.133 (292)	-	-	-
		E	22.137 (238) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		F	21.315 (229) 露台 Balcony: 2.049 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。

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備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。

Note: Areas in square metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

11

期數中的住宅物業的面積
AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3B座 Tower 3B	1樓 1F	C	34.726 (374) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: –	-	-	-	-	-	-	-	-	-	-
		D	33.118 (356) 露台 Balcony: 2.048 (22) 工作平台 Utility Platform: –	-	-	-	-	-	-	-	-	-	-
		E	22.137 (238) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: –	-	-	-	-	-	-	-	-	-	-
		F	21.315 (229) 露台 Balcony: 2.049 (22) 工作平台 Utility Platform: –	-	-	-	-	-	-	-	-	-	-

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。
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11 期數中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3B座 Tower 3B	2樓、3樓、 5樓至10樓、 12樓、 15樓至23樓、 25樓至33樓及 35樓至39樓 2/F, 3/F, 5/F - 10/F, 12/F, 15/F - 23/F, 25/F - 33/F and 35/F - 39/F	A	72.247 (778) 露台 Balcony: 2.562 (28) 工作平台 Utility Platform: 1.520 (16)	-	-	-	-	-	-	-	-	-	-
		B	50.186 (540) 露台 Balcony: 2.082 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		C	34.086 (367) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		D	33.118 (356) 露台 Balcony: 2.048 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		E	22.137 (238) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		F	21.315 (229) 露台 Balcony: 2.049 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。

The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。

Note: Areas in square metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

11 期數中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3B座 Tower 3B	40樓 40/F	A	72.247 (778) 露台 Balcony: 2.562 (28) 工作平台 Utility Platform: 1.520 (16)	-	-	-	-	-	-	53.650 (577)	-	-	-
		B	50.186 (540) 露台 Balcony: 2.082 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	21.853 (235)	-	-	-
		C	34.086 (367) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	31.133 (335)	-	-	-
		D	33.118 (356) 露台 Balcony: 2.048 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	27.133 (292)	-	-	-
		E	22.137 (238) 露台 Balcony: 2.061 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		F	21.315 (229) 露台 Balcony: 2.049 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。

The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。

Note: Areas in square metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

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期數中的停車位的樓面平面圖
FLOOR PLANS OF PARKING SPACES IN THE PHASE

不適用。

Not applicable.

13 臨時買賣合約的摘要

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

1. 買方在簽立臨時買賣合約時向賣方(擁有人)繳付相等於樓價5%之臨時訂金。
2. 買方在簽署臨時買賣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份持有。
3. 如買方沒有在訂立該臨時買賣合約之後的5個工作日內簽立正式買賣合約 —
 - (i) 該臨時買賣合約即告終止；及
 - (ii) 買方支付的臨時訂金即予沒收；及
 - (iii) 賣方(擁有人)不得就買方沒有簽立正式買賣合約，而對買方提出進一步申索。

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

14 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. 發展項目的公用部分

- (a) 「公用地方與設施」統指「屋苑公用地方與設施」、「住宅公用地方與設施」、「停車場公用地方與設施」及其他將於副公契內界定的公用地方與設施。
- (b) 「屋苑公用地方與設施」指擬供屋苑整體公用及共享的屋苑地方與設施，包括但不限於斜坡及護土牆、提供安裝或使用天線廣播分導或電訊網絡設施的地方、部份綠化地方(不包括構成住宅公用地方的部份)、警衛室(不包括構成商業發展項目的部份(如有的話))、看守員及管理員辦公設施、業主立案法團/業主委員會辦公室及看守員或管理員宿舍、公共天線、所有訊號接受器、所有污水管、排水渠、雨水渠、水道、電纜、水管、電線、管槽、總沖廁水管、總食水管、以及機械設備和其他類似裝置、設施或設備。
- (c) 「住宅公用地方與設施」指擬供住宅發展項目整體公用及共享的住宅發展項目地方與屋苑設施，包括：-
- (i) 住宅發展項目及屋苑其他不構成住宅單位、商業發展項目或屋苑公用地方的部分之外牆，包括其上建築特色及鰭片，但不包括(1)露台、工作平台、平台、天台或花園的玻璃/金屬圍欄或欄杆(上述皆構成有關住宅單位的部分)及(2)完全包圍或面向一個住宅單位的玻璃嵌板及住宅發展項目幕牆結構可開啟的部分，而上述玻璃嵌板及可開啟部分則構成有關住宅單位的部分。為免存疑，任何構成幕牆結構一部分而並非完全包圍一個住宅單位而是伸延跨越兩個或多個住宅單位的玻璃嵌板，將構成住宅公用地方的一部分；
 - (ii) 康樂設施；
 - (iii) 住宅發展項目內升降機大堂及管理員櫃台；
 - (iv) 住宅發展項目內消防員升降機大堂；
 - (v) 單車停車位；
 - (vi) 住宅上落貨停車位；
 - (vii) 訪客停車位；
 - (viii) 有蓋園景；
 - (ix) 部份綠化地方(不包括構成屋苑公用地方的部份)；
 - (x) 任何包圍花園、平台或天台而構成住宅單位部分及將該花園、平台或天台從屋苑其他部分分隔開的欄杆及圍牆的整個厚度；
 - (xi) 冷氣機房；
 - (xii) 根據認可人士、註冊結構工程師及註冊岩土工程師作業備考 NO.APP-93 附錄B附件1規定，用於進行檢測閉路電視(「閉路電視」)影像設備的隱蔽式排水管的進出口及工作空間；
 - (xiii) 為無障礙停車位(屬於訪客停車位的一部份)而設的公用上落貨區；
 - (xiv) 預製外牆(構成任何住宅單位一部份的部份除外)；
 - (xv) 隱蔽式排水管、中央冷水系統、所有機電裝置及設備、電線、電纜、管槽、水管、水渠以及所有其他專屬住宅發展項目整體的設備。

- (d) 「停車場公用地方」指擬供(i)停車場整體而非任何一個(受制於公契條款)供每一個住宅停車位或住宅電單車停車位業主、佔用人及使用者使用的住宅停車位或住宅電單車停車位及(ii)訪客停車位的使用者(受制於公契條款，與所有其他住宅停車位或住宅電單車停車位的業主、佔用人及使用者共用)公用及共用的停車場地方。
- (e) 「停車場公用設施」指擬供(i)住宅停車位及住宅電單車停車位的業主、佔用人及使用者及(ii)訪客停車位的使用者公用及共用的停車場設施。

2. 分配予期數中各住宅物業的不可分割份數的數目

大廈名稱	樓層	單位	每個單位獲分配的不可分割份數的數目
第3A座	1樓	C	347
		D	331
		E	221
		F	213
	2樓至39樓	A	720
		B	502
		C	340
		D	331
		E	221
		F	213
	40樓	A	773
		B	523
		C	371
		D	358
		E	221
		F	213

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公契的摘要
SUMMARY OF DEED OF MUTUAL COVENANT

2. 分配予期數中各住宅物業的不可分割份數的數目

大廈名稱	樓層	單位	每個單位獲分配的不可分割份數的數目
第3B座	1樓	C	347
		D	331
		E	221
		F	213
	2樓至39樓	A	722
		B	501
		C	340
		D	331
		E	221
		F	213
	40樓	A	775
		B	522
		C	371
		D	358
		E	221
		F	213

備註：(1) 第3A座及第3B座不設4樓、13樓、14樓、24樓及34樓。
(2) 第3A座及第3B座避火層設於11樓。

發展項目之不可分割份數總數為540,000。

3. 發展項目的管理人的委任年期

管理人的首屆任期由公契日期起計兩年，其後續任至按公契的條文終止管理人的委任為止。

4. 發展項目中的住宅物業的擁有人之間分擔管理開支的計算基準

每個住宅單位的擁有人應在每個曆月首日預繳按住宅管理預算案其應繳的年度開支份額的十二份之一的管理費。該應繳的份額比例，應與分配給該擁有人的住宅單位的管理份數佔分配給屋苑內所有住宅單位的總管理份數的比例相同。此外，按照一份由管理人就專供開放式廚房單位而實施及履行有關消防安全管理計劃和消防系統的各種計劃而編製的獨立管理預算案，每個開放式廚房單位的擁有人須按月向管理人繳付按照其單位所分配的管理份數比例而須繳付估算開支的份額，以實施及履行有關消防安全管理計劃和消防系統的各種計劃。截至公契日期，除第1座40樓A室和第2座40樓A室外，屋苑的所有住宅單位均為開放式廚房單位。

5. 計算管理費按金的基準

管理費按金相等於擁有人就其單位按首個年度管理預算案釐定而須繳交的三個月管理費。

6. 擁有人(即賣方)在發展項目中保留作自用的範圍(如有的話)

不適用。

備註：

- 1. 除本售樓說明書另有定義外，本公契的摘要中使用的定義詞語具有其在公契中的相同涵義。
- 2. 請查閱公契以了解全部詳情。完整的公契可於售樓處開放時間內免費查閱，並且可支付所需影印費用後取得公契的副本。

1. Common parts of the Development

- (a) "Common Areas and Facilities" means collectively the Estate Common Areas and Facilities, the Residential Common Areas and Facilities, the Car Park Common Areas and Facilities and other common areas and facilities to be designated in the Sub-Deed(s).
- (b) "Estate Common Areas and Facilities" means those parts and facilities of the Estate intended for the common use and benefit of the Estate as a whole and include but not limited to the Slopes and Retaining Walls, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, part of the Greenery Areas (other than those forming part of the Residential Common Areas), the guard room(s) (other than those forming part of the Commercial Development (if any)), the office accommodation for watchmen and caretaker and the office for Owners' Corporation/Owners' Committee and quarters for watchmen or caretakers, communal aerial, all signal receivers and all sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities or services.
- (c) "Residential Common Areas and Facilities" means those parts of the Residential Development and those facilities in the Estate intended for the common use and benefit of the Residential Development as a whole and include :
 - (i) the external walls of the Residential Development and other parts of the Estate not forming part of the Residential Units, Commercial Development or the Estate Common Areas, and including the architectural features and fins thereon BUT excluding (1) the glass/metal balustrades or railings of the balconies, utility platforms, flat roofs, roofs or gardens which form parts of the relevant Residential Units and (2) such pieces of glass panels wholly enclosing or fronting a Residential Unit and the openable parts of the curtain wall structures of the Residential Development which said glass panels and openable parts shall form parts of the relevant Residential Units and for the avoidance of doubt, any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;
 - (ii) the Recreational Facilities;
 - (iii) the lift lobbies and the care taker counters in the Residential Development;
 - (iv) the fireman's lift lobby in the Residential Development;
 - (v) the Bicycle Parking Spaces;
 - (vi) the Residential Loading and Unloading Spaces;
 - (vii) the Visitors Car Parking Spaces;
 - (viii) the Covered Landscape Areas;
 - (ix) part of the Greenery Areas (other than those forming part of the Estate Common Areas);
 - (x) the entire thickness of any parapet and any fence wall enclosing a garden, flat roof or roof held with and forming part of the Residential Unit separating that garden, flat roof or roof from other part(s) of the Estate;
 - (xi) A/C Rooms;
 - (xii) the access openings and the working spaces of the Concealed Drainage Pipes of the Residential Development for conducting closed-circuit television ("CCTV") imaging device inspection required in Annex 1 of Appendix B of Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers No. APP-93;
 - (xiii) common loading/unloading areas for those Accessible Parking Spaces forming part of the Visitors Car Parking Spaces;
 - (xiv) the prefabricated external walls (other than such part forming a part of any Residential Unit); and
 - (xv) Concealed Drainage Pipes, the Centralized Cooled-Water System, all mechanical and electrical installations, all wires, cables, ducts, pipes, drains and all other equipment exclusively for the Residential Development as a whole.
- (d) "Car Park Common Areas" means all those areas of the Car Park intended for the common use and benefit of (i) the Car Park as a whole and not just any particular Residential Car Parking Space or Residential Motor Cycle Car Parking Space which are subject to the provisions of the Deed of Mutual Covenant ("DMC") to be used by each Owner, Occupier and user of the Residential Car Parking Spaces or Residential Motor Cycle Car Parking Spaces and (ii) the users of the Visitors Car Parking Spaces subject to the provisions of the DMC, in common with all other Owners, Occupiers and users of such Residential Car Parking Spaces or Residential Motor Cycle Car Parking Spaces.
- (e) "Car Park Common Facilities" means all those facilities of the Car Park intended for the common use and benefit of (i) the Owners, Occupiers and users of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces and (ii) the users of the Visitors Car Parking Spaces.

2. Number of Undivided Shares assigned to each residential property in the Phase

Block Name	Floor	Flat	No. of Undivided Shares allocated to each Flat
Tower 3A	1/F	C	347
		D	331
		E	221
		F	213
	2/F - 39/F	A	720
		B	502
		C	340
		D	331
		E	221
		F	213
	40/F	A	773
		B	523
		C	371
		D	358
		E	221
		F	213

Block Name	Floor	Flat	No. of Undivided Shares allocated to each Flat
Tower 3B	1/F	C	347
		D	331
		E	221
		F	213
	2/F - 39/F	A	722
		B	501
		C	340
		D	331
		E	221
		F	213
	40/F	A	775
		B	522
		C	371
		D	358
		E	221
		F	213

Notes: (1) In the numbering of floors, 4/F, 13/F, 14/F, 24/F and 34/F are omitted in Tower 3A and Tower 3B.
(2) 11/F is a refuge floor for Tower 3A and Tower 3B.
The total number of Undivided Shares of the Development is 540,000.

14 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

3. Term of years for which the Manager of the Development is appointed

The Manager will be appointed for a term of two (2) years from the date of the DMC. The appointment is to be continued thereafter until termination of the Manager's appointment in accordance with the provisions of the DMC.

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

The Owner of each Residential Unit shall pay in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all the Residential Units in the Estate.

In addition, based on a separate management budget prepared by the Manager for the carrying out and implementation of the plans of the Fire Safety Management Plan and the fire services system serving the Open Kitchen Units exclusively, the Owner of each Open Kitchen Unit shall pay to the Manager his due share of the budgeted expenses for the carrying out and implementation of the plans of the Fire Safety Management Plan and the said fire services system on a monthly basis in accordance with and in proportion to the Management Units allocated to his Unit. All Residential Units in the Estate are Open Kitchen Units except Flat A on 40th Floor of Tower 1 and Flat A on 40th Floor of Tower 2 as at the date of the DMC.

5. Basis on which the management fees deposit is fixed

The management fee deposit is equivalent to 3 months' management contribution based on the first annual Management Budget payable by the Owner in respect of his Unit.

6. Area (if any) in the Development retained by the owner (i.e. the Vendor) for its own use

Not applicable.

Notes:

1. Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning of such terms in the DMC.
2. For full details, please refer to the DMC which is free for inspection during opening hours at the sales office. Full script of the DMC is available for inspection upon request and copies of the DMC can be obtained upon paying necessary photocopying charges.

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位於新九龍內地段第6565號(「該地段」)，於2016年11月29日根據第20283號賣地條件(「批地文件」)批出。

2. 該地段批出的年期為由2016年11月29日起計50年。

3. 批地文件特別條件第(9)條規定：

- 「(a) 受限於本特別條件第(b)分條，該地段或其任何部分或其上的已建或擬建一棟或多棟建築物不可作非工業(辦公室、倉庫、酒店及加油站除外)以外的用途。
- (b) 任何已建或擬建建築物或其任何部分：
- (i) 在所夾附的圖則上以粉紅色顯示的部分(以下簡稱「粉紅色範圍」)不可作私人住宅以外的用途；及
- (ii) 在所夾附的圖則上分別以粉紅色加黑點及粉紅色加黑點間綠色交叉斜線顯示的部分(以下分別簡稱「粉紅色加黑點範圍」及「粉紅色加黑點間綠色交叉斜線範圍」)不可作非工業(住宅、辦公室、倉庫、酒店及加油站除外)以外的用途。」

4. 批地文件特別條件第(43)條規定：

「該地段內不得興建或建造墳墓或靈灰安置所，亦不得於該地段內安葬或放置人類遺骸或動物遺骸(不論是否置於陶瓶或骨灰甕內或以其他方式安葬或放置)。」

5. 批地文件一般條件第(7)條規定：

- 「(a) 買方須在整個租期期間按照本賣地條件對已興建或已重建建築物(該詞指本一般條件(b)分條預期的重新開發項目)：
- (i) 按照已批准之設計、配置及任何已批准的建築圖則維持所有建築物，不得對其作出更改或修訂；及
- (ii) 維持按照本賣地條件已興建或今後按照任何之後的合約更改而興建的所有建築物處於修繕妥當及良好的保養狀態，直至租約結束或提前終止而交還為止。
- (b) 倘若在租約的任何時間清拆當時在該地段或該地段任何部分的任何建築物，買方須興建相同類型和不少於其總樓面面積的品質良好和具規模的一座或多座建築物，或署長批准的類型及價值的一座或多座建築物作為代替。如進行上述清拆，買方須在上述清拆的一個曆月內向署長申請同意進行重新開發該地段的建築工程。當收到上述同意後，買方須在三個曆月內開展重新開發的必要工程，以及在署長規定的期限內完成而須令署長滿意。」

6. 批地文件特別條件第(2)條規定：

- 「(a) 買方須：
- (i) 於2021年12月31日[#]或署長可能批准的其他日期當日或之前，自費以署長批准的方式和物料，按署長批准的標準、水平、定線及設計，及按隨附工程規格附表(以下簡稱「工程規格附表」)及本協議特別條件第(7)條下批准的圖則規定鋪設、塑造於隨附圖則以黃色顯示的範圍(以下簡稱「黃色範圍」)並在該處提供路面及排水渠，致使署長在各方面滿意，以便於該處提供符合《建築物條例》、其任何附屬規例及任何修訂法例規定的緊急車輛通道；及

(ii) 自費保養黃色範圍及在該處所建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、標誌及照明設備，以令署長滿意，直至黃色範圍的管有權按照本協議特別條件第(3)條交回予政府。

(b) 若買方未能於本特別條件(a)款所指明的日期或署長可能批准的其他日期之前履行該款所述之責任，政府可進行所需之工程，惟費用由買方支付，就此買方須應政府要求向政府繳付一筆相等於上述工程費用之款項，該款項由署長釐定，此決定為最終決定並對買方具約束力。

(c) 因買方履行本特別條件(a)款的義務或政府行使本特別條件第(b)款的權利的原因而引致或伴隨買方或任何其他其他人造成的或蒙受的任何損失、損壞、滋擾或干擾，政府概不承擔任何責任，買方亦不得就任何該等損失、損壞、滋擾或干擾向政府提出任何申索。」

7. 批地文件特別條件第(3)條規定：

「僅為了進行本協議特別條件第(2)條指明須進行的工程，買方將於署長向其發出的信件中所指明的日期被賦予黃色範圍的管有權，該日期不應遲於2019年1月1日。黃色範圍須應政府要求交回政府。」

8. 批地文件特別條件第(4)條規定：

「未經署長事先書面同意，黃色範圍不得用作緊急車輛通道之外的任何用途，並不得用作儲存用途或任何臨時構築物之建造或任何除進行本協議特別條件第(2)條指明之工程外之用途。」

9. 批地文件特別條件第(5)條規定：

「即使本協議特別條件第(4)條已有規定：

- (a) 買方須在其管有黃色範圍期間內容許所有政府及公眾行人交通每天24小時免費並不受任何干擾地在黃色範圍之上或沿著黃色範圍自由出入，並確保此出入不會受進行本協議特別條件第(2)條指明之或其他工程干擾或妨礙；及
- (b) 買方須在其管有黃色範圍期間的所有合理時間內允許政府、署長及其人員、承辦商及代理人及任何獲署長授權人士有權進出往返及穿越該地段及黃色範圍，以便視察、檢查及監督任何須按本協議特別條件第(2)(a)條進行的工程，及進行、視察、檢查及監督根據本協議特別條件第(2)(b)條進行的工程及任何其他署長認為有需要在黃色範圍內進行的工程。」

10. 批地文件特別條件第(7)條規定：

- 「(a) 買方須向署長呈交或安排呈交黃色範圍的圖則供其書面批准，圖則須包括黃色範圍的水平和設計細節及署長要求的任何其他細節。
- (b) 黃色範圍的圖則獲批准後，除非獲得署長事先書面批准或應署長要求，不得修訂變更、修改或替代該圖則。
- (c) 本特別條件下獲批准的黃色範圍的圖則須被視作納入任何署長其後批准或要求的修訂、更改、變更、修改或替代。
- (d) 本特別條件(a)款提及的圖則獲署長書面批准前不得在黃色範圍或其任何部分開始任何建築工程，就本賣地文件而言，「建築工程」須按《建築物條例》、其附屬規例及修訂法例定義。」

備註：[#]憑藉日期為2020年8月10日並於土地註冊處註冊，註冊摘要編號為20090300630084的「信函(建築規約延長寬免)」，此日期已延至2022年6月30日。

11. 批地文件特別條件第(8)條規定：

「買方須開發該地段，在該地段興建一座或多座建築物，並於2021年12月31日[#]或之前完工和使其適合佔用，使其在各方面均符合本賣地條件及目前或任何時候在香港實施的有關建築、衛生及規劃之一切法例、附例及規例。」

12. 批地文件特別條件第(10)條規定：

「未經署長事先書面批准，不得移除或干擾該地段或其周圍所生長的樹木；署長於給予批准時可就移植、補償美化環境或重新栽種施加其認為合適之條件。」

13. 批地文件特別條件第(11)條規定：

「(a) 買方須自費將園景設計圖呈交署長批准，園景設計圖須標明按本特別條件第(b)分條要求而將在該地段內提供的園景工程的位置、規劃及布局。

(b) (i) 須在該地段不少於百分之三十的範圍內栽種樹木、灌木或其他植物。

(ii) 在不少於本特別條件第(b)(i)分條提及之百分之三十中之百分之六十六(以下簡稱「綠化範圍」)之範圍內，須在按署長完全酌情權決定的地點或水平提供，使綠化範圍可被行人看見或可供任何進入該地段的人士進入。

(iii) 在不影響本特別條件第(b)(ii)分條的情況下，須在批地文件所夾附圖則上以粉紅色間黑斜線顯示的範圍(以下簡稱「粉紅色間黑斜線範圍」)於批地文件所夾附圖則上顯示及標示的A和B點之間的該地段的邊界的3米內的部分提供綠化範圍或其任何部分。

(iv) 該地段上任何已建或擬建一棟或多棟建築物不少於百分之二十的天台範圍須構成本特別條件第(b)(i)分條提及之百分之三十。

(v) 就由買方建議的園景工程是否屬本特別條件第(b)(i)分條提及的百分之三十之內，及某範圍是否屬本特別條件第(b)(iv)分條提及的任何建築物的天台範圍，署長的決定為最終決定及對買方有約束力。

(vi) 署長可行使其完全酌情權接受買方建議的其他非植物特色替代栽種樹木、灌木或其他植物。

(c) 買方須根據獲批之園景設計圖自費於地段上進行園景工程，致使署長在各方面滿意的程度。未經署長事先書面批准，不得修改、變動、更改、變更或替換獲批之園景設計圖。

(d) 買方須自費保養及維持園景工程，將之保持安全、清潔、整齊、井然及健康的狀態，致使署長滿意。

(e) 根據本特別條件而作園景美化的一個或多個區域須指定為及構成批地文件特別條件第(24)(a)(v)條中提及的公用地方及其一部分。」

14. 批地文件特別條件第(15)條規定：

「(a) 除支柱外，不得於粉紅色加黑點間綠色交叉斜線範圍內地面水平豎建或建造向上延伸不少於4.2米的高度的建築物、構築物、任何建築物或構築物的支撐或伸出物。

(b) 買方須於2021年12月31日[#]或之前自費以署長要求或批准的方式和物料，按署長要求或批准的標準、高度及設計，在粉紅色加黑點間綠色交叉斜線範圍的地面水平鋪設、塑造、興建及提供一條由地面水平向上延伸不少於4.2米的高度的通道(以下簡稱「公眾通道範圍」)，致使署長在各方面滿意。

(c) 買方須於批地文件年期內容許所有公眾人士每天24小時及毋須繳付任何形式的費用，為所有合法目的徒步或以輪椅自由並不受干擾地出入公眾通道範圍以及其上、其內和沿路，致使署長在各方面滿意。

(d) 公眾通道範圍不納入本協議特別條件第(12)(a)(iii)條提及的整體總樓面面積的計算。

(e) 買方須於批地文件年期內自費維修、保養、修理及管理公眾通道範圍及構成或附屬於公眾通道範圍的所有物件使其處於修葺良好堅固的狀態，並致使署長在各方面滿意。

(f) 現特此協定、宣布及提議，就向買方施加本特別條件(c)款下的義務，買方並無意圖政府亦不同意其撥出公眾通道範圍為公眾提供通行權。

(g) 現特此協定、宣布及提議，買方在本特別條件(c)款下的義務將不會引起買方對任何就額外上蓋面積或地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文)的寬免或權利產生期望，或就其提出申索。為免生疑問，買方特此免除任何及所有就或為任何根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文額外上蓋面積或地積比率的寬免或權利的申索。

(h) 就本特別條件而言，署長就何謂本特別條件(a)及(b)款提及的地面水平的決定為最終決定及對買方有約束力。」

15. 批地文件特別條件第(18)條規定：

「(a) 獲得署長書面批准時，買方可在該地段豎設、建築及提供康樂設施及其輔助設施(以下簡稱「該設施」)。該設施的類型、面積、設計、高度及配置亦須經署長事先的書面批准。

(b) 在計算本賣地條件特別條件第(12)(a)(iii)及(12)(a)(iv)條分別訂明的總樓面面積及總上蓋面積時，除了特別條件第(42)(d)條規定外，按照本特別條件(a)分條在該地段提供的該設施之任何部分，只要該部分是供在該地段已建成或擬建的住宅大廈的所有住戶和他們的真正訪客共同使用和享用，就不須將該部分列入上述計算之內。如署長認為該設施的餘下部分不屬於上述使用，則應將該部分列入計算之內。

(c) 倘若該設施任何部分被豁免列入計算本特別條件(b)分條的總樓面面積及上蓋面積(以下簡稱「豁免設施」)內：

(i) 豁免設施須指定為並構成本批地文件特別條件第(24)(a)(v)條所提及的公用地方；

(ii) 買方須自費保養豁免設施處於修繕妥當的狀態並操作豁免設施，須令署長滿意；及

(iii) 豁免設施只提供予該地段已建成或擬建的住宅大廈的住戶及他們的真正訪客使用，而非提供予其他人使用。」

16. 批地文件特別條件第(27)條規定：

「(a) (i) 須按照以下比率在該地段提供停泊根據《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的車位(以下簡稱「住宅停車位」)，須令署長滿意。該等車輛須屬於該地段已建成或擬建的一座或多座建築物內住宅單位的住客和他們的真正來賓、訪客或被邀請者：

(I) 須按照以下表格所列明的該地段已建成或擬建的一座或多座住宅單位(除作為或擬作為單一家庭住宅的獨立屋、半獨立屋或排屋之外)各自的面積計算出比率，除非署長同意採用不同於以下表格列出的比率和數目：

每個住宅單位的面積	提供住宅停車位的數目
少於40平方米	每22個住宅單位或其中部分配一個車位
不少於40平方米，但少於70平方米	每12個住宅單位或其中部分配一個車位
不少於70平方米，但少於100平方米	每4個住宅單位或其中部分配一個車位
不少於100平方米，但少於160平方米	每1.6個住宅單位或其中部分配一個車位
不少於160平方米	每1個住宅單位配一個車位

(II) 作為或擬作為單一家庭住宅的獨立屋、半獨立屋或排屋須按照以下比率在該地段提供車位：

(A) 每間屋樓面面積少於160平方米配一個車位；

(B) 另每間屋樓面面積不少於160平方米，但少於220平方米配1.5個車位，但是若根據本(a)(i)(II)(B)分條所提供的車位數目是小數點數字，則該數目須調整至下一個整數；及

(C) 每間屋樓面面積不少於220平方米配兩個車位。就本(a)(i)分條而言，署長就何謂獨立屋、半獨立屋或排屋，以及該屋是否構成或擬作單一家庭住宅所作的決定將為最終決定，並對買方構成約束力。

(ii) 就本特別條件(a)(i)(I)分條而言，根據本特別條件(a)(i)(I)分條擬提供的住宅停車位總數應是根據本特別條件(a)(i)(I)分條的表格列明每個住宅單位的各自面積計算出各個住宅停車位數目累積的總和。就本賣地條件而言，「每個住宅單位面積」一詞就樓面面積而言，指以下(I)及(II)的總和：

(I) 住宅單位住客所專用及獨享的住宅單位樓面面積，須從該單位的圍牆或護牆外側量度，除非該圍牆分隔兩個相連單位，在此情況下，須從該牆壁的中心點量度，並須包括該單位內的內部分隔牆及支柱。但為免生疑問，不包括該單位內所有樓面面積，而該所有樓面面積沒有計入本賣地條件特別條件第(12)(a)(iii)條指明的樓面面積；及

(II) 住宅單位按比例分攤住宅公用地方(按下文界定)的樓面面積，在計算住宅公用地方(即在住宅單位圍牆外供該地段已建成或擬建發展項目的住宅部份的住客所公用及共享的住宅公用地方。但為免生疑問，不包括沒有計入本賣地條件特別條件第(12)(a)(iii)條指明的樓面面積(該住宅公用地方在下文簡稱「住宅公用地方」))的總樓面面積時，須按下列公式分攤給住宅單位：

$$\text{住宅公用地方的總樓面面積} \times \frac{\text{按本特別條件(a)(ii)(I)分條計算的有關住宅單位的樓面面積}}{\text{按本特別條件 (a)(ii)(I)分條計算的所有住宅單位的總樓面面積}}$$

(iii) 受制於該地段提供最少兩個車位，須按照以下比率，提供停泊根據《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的額外車位，令署長滿意。該等車輛是屬於該地段已建成或擬建的一座或多座建築物內住宅單位的住客的真正來賓、訪客或被邀請者：

(I) 如果在該地段已建或擬建的任何住宅單位大廈有超過75個住宅單位，分配比率為每一棟住宅單位大廈分配3個車位；或

(II) 署長批准的其他比率。就本特別條件(a)(iii)分條而言，擬作單一家庭住宅的獨立屋、半獨立屋或排屋均不可被視為住宅單位。署長就何謂獨立屋、半獨立屋或排屋，以及該屋是否構成或擬作單一家庭住宅所作的決定將為最終決定，並對買方構成約束力。

(iv) 根據本特別條件(a)(i)分條(可按照特別條件第(29)條調整)及(a)(iii)分條提供的車位不可用作本特別條件第(a)(i)及(a)(iii)分條指明的用途以外的任何用途，尤其是上述車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(b) (i) 除非署長同意其他比率，該地段須設置令署長滿意的車位，分配比例為該地段已建或擬建的建築物作非工業用途(住宅、辦公室、倉庫、酒店及加油站除外)的總樓面面積的每200平方米或其中部分一個車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何相關修訂法例領有牌照的車輛。

(ii) 就計算根據本特別條件第(b)(i)分條提供的車位數目而言，任何用作泊車及上落貨用途的樓面面積不列入計算。

(iii) 根據本特別條件(b)(i)分條(可按照本批地文件特別條件第(29)條調整)提供的車位不能用作該地段為了本特別條件第(b)(i)分條指定的目的已建或擬建的建築物佔用人 and 他們的真正來賓、訪客或獲邀請人停泊他們擁有按《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以外的任何用途，尤其是該車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(c) (i) 在根據本特別條件(a)(i)(I)分條、(b)(i)分條(可按照本批地文件特別條件第(29)條調整)及(a)(iii)分條提供的車位中，買方須保留及指定按建築事務監督要求及批准的車位數目，以供根據《道路交通條例》、其下的任何規例及任何修訂法例界定的殘疾人士停泊車輛(上述保留及指定的車位以下簡稱「殘疾人士停車位」)。但是，在根據本特別條件(a)(iii)分條所設的車位中必須如此保留及指定最少一個車位。買方不可指定或保留根據本特別條件(a)(iii)分條提供的所有車位成為殘疾人士停車位。

(ii) 殘疾人士停車位不可用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例界定的殘疾人士的車輛以外的任何用途，而該等車輛是屬於該地段已建成或擬建的一座或多座建築物的住客或佔用人 and 他們的真正來賓、訪客或被邀請者，尤其是上述車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(d) (i) 除非署長同意其他比率，須按照以下比率提供停泊根據《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電單車的車位，須令署長滿意：

(I) 該地段已建成或擬建的一座或多座建築物內每100個住宅單位或其中部分配一個車位(以下簡稱「住宅電單車停車位」)。就本(d)(i)(I)分條而言，擬作單一家庭住宅的獨立屋、半獨立屋或排屋不構成住宅單位，而署長就何謂獨立屋、半獨立屋或排屋，以及該屋是否構成或擬作單一家庭住宅所作的決定將為最終決定，並對買方構成約束力；及

(II) 本特別條件第(b)(i)分條(可按照本批地文件特別條件第(29)條調整)規定設置的車位總數的百分之十(10%)。

若根據本(d)(i)分條所提供的車位數目是小數點數字，則該數目須調整至下一個整數。

- (ii) 住宅電單車停車位不可用作已建或擬建的建築物內住宅單位的住戶和他們的真正來賓、訪客或獲邀請人停泊他們擁有按《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電單車以外的任何用途，尤其是該車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。
- (iii) 根據本特別條件(d)(i)(II)分條(可按照本批地文件特別條件第(29)條調整)提供的車位不能用作該地段為了本特別條件第(b)(i)分條指定的目的已建或擬建的建築物佔用人和他們的真正來賓、訪客或獲邀請人停泊他們擁有按《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電單車以外的任何用途，尤其是該車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。
- (e) 該地段內須提供署長滿意的車位，以供停泊屬於該地段已建及擬建的一座或多座建築物內住宅單位的住客及他們的真正賓客、訪客或獲邀人士的單車，分配比例為每15個住宅單位或其部分設置1個車位(每個住宅單位的總樓面面積應少於70平方米)或署長批准的其他比例。就本特別條件而言，擬作單一家庭住宅用途的獨立屋、半獨立屋及排屋均不可視為一個住宅單位。署長就何謂獨立屋、半獨立屋或排屋及該屋是否構成或擬作單一家庭住宅所作的決定將作終論，並對買方具約束力。
- (f) (i) 除了殘疾人士停車位外，根據本特別條件(a)(i)和(b)(i)分條(可按照本批地文件特別條件第(29)條調整)及(a)(iii)分條提供的每個車位的尺寸應為2.5米闊 x 5米長，最低淨空高度為2.4米高。
- (ii) 每個殘疾人士停車位的尺寸須按建築事務監督的要求和批准。
- (iii) 根據本特別條件(d)(i)分條(可按照本批地文件特別條件第(29)條調整)提供的每個車位的尺寸須為1.0米闊 x 2.4米長，最低淨空高度為2.4米或署長批准的其他高度。
- (iv) 根據本特別條件(e)分條(可按照本批地文件特別條件第(29)條調整)提供的每個車位的尺寸須署長書面批准。
- (g) 買方須：
 - (i) 在2021年12月31日[#]或署長可能批准的其他日期當日或之前，自費以致使機電工程署署長滿意的標準及設計，及在各方面遵守《建築物條例》及《電力條例》、其任何附屬規例及任何修訂法例；
 - (I) 於本特別條件第(a)、(b)、(c)及(d)分條提及的所有停車位提供及安裝電動車輛使用的充電設施，包括但不限於固定電力裝置及最終電路裝置；以及
 - (II) 於不少於百分之三十的於本特別條件第(a)、(b)及(c)分條提及的停車位提供及安裝電動車輛中速充電器，包括本特別條件第(g)(i)(I)分條提及的最終電路，使每個該等停車位至少有一個電動車輛中速充電器；及
 - (ii) 於批地文件年期內自費維修、保養、修理及管理按本特別條件第(g)(i)(I)及(g)(i)(II)分條要求而提供及安裝的充電設施及電動車輛中速充電器，使其處於維修妥當及操作良好的狀況，並致使機電工程署署長在各方面滿意。

17. 批地文件特別條件第(28)條規定：

「(a) 須按照以下比率在該地段提供停泊上落貨貨車的車位，須令署長滿意：

- (i) 該地段已建成或擬建的一座或多座建築物中每800個住宅單位或其中部分分配一個上落貨車位，或按照署長批准的其他比率，但必須為該地段已建成或擬建的每座住宅單位提供最少一個上落貨車位，該上落貨車位須位於每座住宅單位附近或之內。就(a)(i)分條而言，擬作為單一家庭住宅用途的獨立屋、半獨立屋或排屋均不可被視為一座住宅單位。署長就何謂獨立屋、半獨立屋或排屋，以及該屋是否構成或擬作為單一家庭住宅所作的決定將為最終決定，並對買方構成約束力；及
- (ii) 該地段已建或擬建的建築物作非工業用途(住宅、辦公室、倉庫、酒店及加油站除外)的總樓面面積的每800平方米或其中部分分配一個上落貨車位，但必須至少提供一個上落貨車位。
- (b) 根據本特別條件(a)(i)及(a)(ii)分條(可按照本批地文件特別條件第(29)條調整)提供的每個上落貨車位的面積應為3.5米闊 x 11.0米長 x 至少4.7米高，該等上落貨車位不可用作供有關該地段已建成或擬建的一座或多座建築物的貨車上落貨以外的任何用途。
- (c) 就計算根據本特別條件第(a)(ii)分條提供的車位數目而言，任何用作泊車及上落貨用途的樓面面積不列入計算。

18. 批地文件特別條件第(31)條規定：

「(a) 儘管已遵守及履行本賣地條件，須令署長滿意，住宅停車位及住宅電單車停車位不能：

- (i) 轉讓，除非：
 - (I) 連同給予該地段已建成或擬建的一座或多座建築物的一個或多個住宅單位的該地段不可分割份數，連同住宅單位的專用權和佔用權一起轉讓；或
 - (II) 轉讓予已經是該地段已建成或擬建的一座或多座建築物的一個或多個住宅單位的該地段不可分割份數的擁有人，連同住宅單位的專用權和佔用權；或
- (ii) 分租，除非分租予已建成或擬建的一座或多座建築物的住宅單位的住客。但在任何情況下，不得轉讓超過3個住宅停車位及住宅電單車停車位予該地段已建成或擬建的一座或多座建築物的任何一個住宅單位的擁有人，或不得分租超過3個住宅停車位及住宅電單車停車位予該地段已建成或擬建的一座或多座建築物的任何一個住宅單位的住戶。
- (b) 儘管有本特別條件(a)分條的規定，如事先獲得署長書面同意，買方可將所有住宅停車位及住宅電單車停車位轉讓，但只限於轉讓予買方全資擁有的附屬公司。
- (c) 本特別條件(a)分條不適用於轉讓、分租、按揭或抵押整個地段。
- (d) 為免存疑，本特別條件(a)及(b)分條不適用於殘疾人士停車位。」

19. 批地文件特別條件第(32)條規定：

「根據特別條件第(27)(e)、(28)(a)(i)及(28)(a)(ii)條(可按照本批地文件特別條件第(29)條調整)及第(27)(a)(iii)條於該地段提供的車位以及殘疾人士停車位須指定為並構成公用地方。」

20. 批地文件特別條件第(35)條規定：

- 「(a) 若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，不論是否經署長事先書面同意，不論是否位於該地段內或任何政府土地內，亦不論進行上述工程的目的是為買方進行開拓、平整或發展工程或其於批地文件條件下需要進行的任何其他工程的目的或與其有關連的目的或任何其他目的，買方須自費進行及建造該等於當時或其後有需要之斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或附屬或其他工程，以保護及支持該地段內的土地及任何毗鄰或毗連之政府土地或已出租土地，及排除及預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。買方須於批地文件年期內的所有時間自費保持上述土地、斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或輔助或其他工程修葺良好堅固，致使署長滿意。
- (b) 本特別條件(a)分條不影響根據本批地文件，特別是本批地文件特別條件第(34)條賦予政府的權利。
- (c) 若由於買方進行的開拓、平整或發展工程或其他工程或任何其他原因而導致或引起任何泥土剝落、泥石傾瀉或土地下陷於任何時間內發生，不論是否於或自該地段內的任何土地或自任何毗鄰或毗連的政府土地或出租土地，買方須自費還原和修復致使署長滿意，並須就通過或由於該等泥土剝落、泥石傾瀉或土地下陷而將會或可能造成、蒙受或招致的任何成本、費用、損害、索求及申索彌償政府、其代理人及承辦商。
- (d) 除了批地文件訂明就任何違反其條款而有的權利或濟助外，署長亦有權以書面通知形式要求買方進行、興建及保養上述土地、斜坡整理工程、護土牆、或其他支撐、防護措施、及排水系統或輔助或其他工程，或還原和修復任何泥土剝落、泥石傾瀉或土地下陷，且如買方忽略或未能在指明期限內遵行該通知致使署長滿意，署長可即執行和進行任何有需要的工程，而買方須應要求向政府歸還該工程的費用連同任何行政及專業費用和收費。」

21. 批地文件特別條件第(37)條規定：

「如在開發或重新開發該地段或其任何部分時已安裝預應力地錨樁基，買方須自費在預應力地錨樁基的使用年期定期保養和檢驗預應力地錨樁基，須令署長滿意，並在署長不時自行酌情要求時向署長提供上述檢驗工程的報告和資料。如買方疏忽或沒有進行上述檢驗工程，署長可立即執行及進行上述檢驗工程。買方須在要求時向政府歸還因此產生的費用。」

22. 批地文件特別條件第(38)條規定：

- 「(a) 如來自該地段或來自該地段任何發展項目影響的其他地方的泥土、泥石、碎石、建築廢物或建材(以下簡稱「廢物」)受侵蝕、沖流或傾倒在公眾巷或道路上，又或在路旁暗渠、前濱或海床、污水管、雨水渠或溝壑或其他政府產業(以下統稱「政府產業」)之內或之上，買方必須自費清理廢物及對政府產業的任何損毀修理妥善。買方並須就因該等侵蝕、沖流或傾倒導致私人物業蒙受任何損害或滋擾而產生的所有訴訟、索償及要求須向政府作出彌償。
- (b) 儘管有本特別條件(a)分條的規定，署長仍可(但無責任必須)因應買方要求清理廢物並對政府產業的任何損毀修理妥善。買方須在政府要求時向政府支付有關費用。」

23. 批地文件特別條件第(39)條規定：

「買方須於任何時候，尤其是當進行建造、保養、更新或維修工程(以下簡稱「該等工程」)時，採取或安排採取所有恰當及足夠的謹慎、技巧及預防措施，以免對置於或行經該地段、黃色範圍或其任何部分之上、之下或旁邊的任何政府或其他現存排水渠、水道或河道、主水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置(以下簡稱「該等服務」)造成損壞、干擾或阻礙。買方須於進行任何該等工程前進行或安排進行所需的適當搜查及勘探，以確定該等服務之現時位置及水平，及須就如何處理或會受該等工程影響之任何該等服務向署長提交書面建議書供其就各方面批核，且不得於署長就該等工程及上述建議書發出書面批准前進行任何工程。買方須遵守及自費達成署長於發出上述批准時可就該等服務施加的要求，包括任何有需要的改道、重鋪或恢復原狀的開支。買方須自費在各方面維修、修復及還原所有因該等工程而起對該地段或黃色範圍或其任何部分或任何該等服務以任何方式造成的損壞、干擾或阻礙，致使署長滿意(溝渠、污水渠、雨水渠或主水管除外，其之修葺須由署長進行(除非署長另有決定)，且買方須應要求向政府支付上述工程之費用)。若買方未能對該地段、黃色範圍或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修葺及還原致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修葺及還原，且買方須應要求向政府支付上述工程之費用。」

24. 批地文件特別條件第(40)條規定：

- 「(a) 買方須自費建造及保養署長認為有需要的水渠及渠道(不論是否位於該地段範圍內或政府土地上)，以將落在或流經該地段上的雨水截流並排送至就近的水道、集水井、渠道或政府雨水渠，致使署長滿意;且買方須就因該等雨水造成的任何損壞或滋擾而起的所有訴訟、申索及索求全數負責及彌償政府及其人員。
- (b) 將該地段任何排水渠及污水渠與政府雨水渠及污水渠(若已鋪設及投入運作)連接的工程，可由署長進行，而署長對買方就任何由此而起的損失或損壞並無責任，且買方須應要求向政府支付該接駁工程之費用。另一選擇是，買方可自費進行該接駁工程致使署長滿意，而在此情況下，上述接駁工程於政府土地上的任何部分須由買方自費保養，且須應要求由買方交回政府以供政府自費進行將來的保養;買方亦須應要求向政府繳付該接駁工程技術審核的費用。若買方未能保養上述接駁工程位於政府土地內的任何部分，署長可進行該等其認為有需要的保養工程，且買方須向政府繳付該等工程的費用。」

25. 批地文件特別條件第(44)條規定：

- 「(a) 買方須於 2021年12月31日#或其他署長可能批准之日期當日或之前自費：
- (i) 就自動讀錶系統(下稱「AMR」)外站之提供及安裝提交或促使提交書面建議書予水務監督供其批准，該建議書須包括水務監督要求之資料和詳情，包括但不限於顯示將按本特別條件(a)(ii)款提供及安裝之AMR外站位置之布局圖、組成AMR外站之AMR設備之編排和附屬詳情、及指定放置AMR設備之範圍或空間；及
- (ii) 提供及安裝水務監督於本特別條件(a)(i)款下批准的AMR外站(下稱「AMR外站」，為免生疑，該表述包括必需之電線管、電線、AMR設備安裝在其中的AMR錶板及其他水務監督要求或批准的其他設施及設備)，致使水務監督於各方面滿意。

備註：#憑藉日期為2020年8月10日並於土地註冊處註冊，註冊摘要編號為20090300630084的「信函（建築規約延長寬免）」，此日期已延至2022年6月30日。

- (b) 直至水務監督已經批准本特別條件(a)(i)款提及之建議書，買方不得展開任何工程提供及安裝AMR外站。
- (c) 買方須於批地文件年內自費維修、保養、修理及管理AMR外站使其處於維修妥善及操作良好的狀況，直至其按本特別條件(g)款交予水務監督，致使水務監督於各方面滿意。
- (d) 水務監督有權按其絕對酌情權於任何時間送達書面通知予買方要求買方拆除或移走置於指定放置AMR設備之範圍和空間上、上空或下、或堆疊在其中或其上之物件或材料及按水務監督意見(其意見屬最終及對買方有約束力)阻礙或干擾AMR外站之放置、操作和維修之物件和材料。買方於收到上述書面通知時須於上述書面通知所訂時限內自費拆除或移走該等物件或材料及將該拆除或移走工程影響之範圍或空間回復原狀及維修，致使水務監督於各方面滿意。
- (e) 若買方未能履行本特別條件下之責任，水務監督可進行所需工程，費用由買方負責，買方須於水務監督要求時支付水務監督等同工程成本之金額，金額由水務監督決定，其決定屬最終及對買方有約束力。
- (f) 買方須於批地文件年內任何時候允許水務監督及其人員、承辦商、代理人及工人及任何獲水務監督授權之人士攜同或不攜同工具、設備、機器、機械或汽車就以下目的有權自由無阻進出往返及穿越該地段或其任何部分及其上已建或擬建之建築物：
 - (i) 檢查及審查任何按本特別條件(a)(ii)、(c)及(d)款將進行的任何工程；
 - (ii) 按本特別條件(e)款進行任何工程；及
 - (iii) 按本特別條件(g)款將AMR外站交予水務監督後，檢查、操作、保養、維修及更新AMR外站。
- (g) 買方須於被水務監督要求時及於水務監督訂明之時間內將AMR外站交予水務監督而水務監督無需支付任何費用或賠償，惟水務監督並無責任於買方要求時接管AMR外站，但水務監督可於按其絕對酌情權認為合適時接管AMR外站。
- (h) 就因買方履行本特別條件(a)(ii)、(c)、(d)及(f)款下的責任、或因進行、檢查、審查及監督本特別條件(e)款下之工程、或因政府、水務監督、其人員、承辦商、代理人及工人及任何獲水務監督授權之人士行使本特別條件(f)款下賦予之任何權利而起或與之有關之任何對買方造成或令買方蒙受的損失、損壞、滋擾或干擾，政府、水務監督、其人員、承辦商、代理人及工人及任何獲水務監督授權人士概不承擔任何責任，而買方亦不得針對上述任何人就該等損失、損壞、滋擾或干擾提出任何申索。
- (i) 買方須於所有時間就不論直接或間接因AMR外站之提供、安裝、維修、保養、修理及管理而起或與之有關或與本特別條件(e)款下之工程有關之任何形式之責任、損失、賠償、支出、申索、成本、收費、索求、法律行動及程序彌償政府、水務監督及其人員、承辦商、代理人及工人及任何按本特別條件(h)款獲水務監督授權之人士及使其維持獲彌償。
- (j) 就本特別條件(a)、(b)、(c)及(g)款而言，「買方」一詞不包括其承讓人。」

備註：

1. 詳情請參考「批地文件」。「批地文件」全份文本已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費用後獲取副本。
2. 除非本售樓說明書另有規定，本批地文件的摘要內所採用的詞彙與該詞彙在租契內的意思相同。

26. 批地文件特別條件第(45)條規定：

「買方須於遵守本批地文件特別條件第(8)條時或之前，自費就該地段上的已建或擬建建築物從香港綠色建築議會或署長可批准的其他同等機構取得「暫定金級」或以上。」

1. The Development is situated on New Kowloon Inland Lot No. 6565 ("the Lot") which is held under the Conditions of Sale No. 20283 dated 29 November 2016 ("the Land Grant").

2. The Lot is granted for a term of 50 years commencing from 29 November 2016.

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

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

(b) Any building or part of any building erected or to be erected on :

(i) the area shown coloured pink on the plan annexed hereto (hereinafter referred to as "the Pink Area") shall not be used for any purpose other than for private residential purposes; and

(ii) the areas respectively shown coloured pink stippled black and pink stippled black cross-hatched green on the plan annexed hereto (hereinafter respectively referred to as "the Pink Stippled Black Area" and "the Pink Stippled Black Cross-hatched Green Area") shall not be used for any purpose other than for non-industrial (excluding residential, office, godown, hotel and petrol filling station) purposes."

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

"No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon. "

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

"(a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:

(i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto, and

(ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

(b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director."

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

"(a) The Purchaser shall :

(i) on or before the 31st day of December 2021[#] or such other date 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 accordance with the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No. (7) hereof and in all respects to the satisfaction of the Director lay, form, surface and drain the area shown coloured yellow on the plan annexed hereto (hereinafter referred to as "the Yellow Area") for the purpose of providing therein an emergency vehicular access in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation; and

(ii) maintain at his own expense the Yellow Area together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, signages and lightings constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered in accordance with Special Condition No. (3) hereof.

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

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

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

"For the purpose only of carrying out the necessary works specified in Special Condition No. (2) hereof, the Purchaser shall be granted possession of the Yellow Area on a date to be specified in a letter from the Director, such date to be not later than the 1st day of January 2019. The Yellow Area shall be re-delivered to the Government on demand."

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

"The Yellow Area shall not be used for any purpose other than as an emergency vehicular access and in particular the Yellow Area shall not be used for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (2) hereof except with the prior written consent of the Director."

Note: [#]Such date has been extended to 30 June 2022 by virtue of the "Letter (Concession to Building Covenant Extension)" dated 10 August 2020 and registered in the Land Registry by Memorial No.20090300630084.

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

"Notwithstanding Special Condition No. (4) hereof :

- (a) the Purchaser shall while he is in possession of the Yellow Area allow free access over and along the Yellow Area for all Government and public pedestrian traffic at all times 24 hours a day free of charge without any interruption 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. (2) hereof or otherwise; and
- (b) the Purchaser shall at all reasonable times while he is in the possession of the Yellow Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director the right of ingress, egress and regress to, from and through the lot and the Yellow Area for purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (2)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (2)(b) hereof and any other works which the Director may consider necessary in the Yellow Area."

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

- "(a) The Purchaser shall submit or cause to be submitted to the Director for his written approval plans of the Yellow Area which shall include details as to the level and design of the Yellow Area and any other details as the Director may require.
- (b) Upon approval being given to the plans of the Yellow Area, no amendment, variation, alteration, modification or substitution thereto shall be made by the Purchaser except with the prior written approval of the Director or except as required by the Director.
- (c) The plans of the Yellow Area approved under this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
- (d) No building works shall be commenced on or within the Yellow Area or any part thereof unless and until the plans referred to in sub-clause (a) of this Special Condition have been approved in writing by the Director, and for the purpose of these Conditions, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."

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

"The Purchaser 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 2021[#]."

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

"No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate."

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

- "(a) The Purchaser 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 this Special Condition.
- (b) (i) Not less than 30% of the area of the lot shall be planted with trees, shrubs or other plants.
- (ii) Not less than 66% of the 30% referred to in sub-clause (b)(i) of this Special Condition (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) Without prejudice to sub-clause (b)(ii) of this Special Condition, the Greenery Area or any part or parts thereof shall be provided within such portion of the area shown coloured pink hatched black on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Black Area") located within 3 metres from the boundary of the lot between the points A and B as shown and marked on the plan annexed hereto.
- (iv) Not less than 20% of the roof area of any building or buildings erected or to be erected on the lot shall form part of the 30% referred to in sub-clause (b)(i) of this Special Condition.
- (v) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 30% referred to in sub-clause (b)(i) of this Special Condition and which area constitutes the roof area of any building or buildings referred to in sub-clause (b)(iv) of this Special Condition shall be final and binding on the Purchaser.
- (vi) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- (c) The Purchaser 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 Purchaser 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 this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(24)(a)(v) hereof."

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

- "(a) Except for the Columns, no building, structure, support for any building or structure, or projection shall be erected or constructed within the Pink Stippled Black Cross-hatched Green Area at the ground level extending upwards to a height of no less than 4.2 metres.
- (b) The Purchaser shall at his own expense on or before the 31st day of December 2021[#] lay, form, construct and provide a passage over and along the Pink Stippled Black Cross-hatched Green Area at the ground level and extending upwards from the ground level to a height of no less than 4.2 metres (hereinafter referred to as "Public Passage Area") in such manner, with such materials and to such standards, levels and designs as the Director shall approve or require and in all respects to the satisfaction of the Director.

- (c) The Purchaser shall throughout the term hereby agreed to be granted and in all respects to the satisfaction of the Director allow all members of the public for all lawful purposes free and uninterrupted access at all times 24 hours a day and without payment of any nature whatsoever on foot or by wheelchairs, on, over, through and along the Public Passage Area.
- (d) The Public Passage Area shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(a)(iii) hereof.
- (e) The Purchaser shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Public Passage Area together with everything forming a part of or pertaining to the Public Passage Area in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (f) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Purchaser contained in sub-clause (c) of this Special Condition neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Public Passage Area to the public for the right of passage.
- (g) It is expressly agreed, declared and provided that the obligation on the part of the Purchaser contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Purchaser 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.
- (h) For the purposes of this Special Condition, the decision of the Director as to what constitutes the ground level referred to in sub-clauses (a) and (b) of this Special Condition shall be final and binding on the Purchaser."

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

- "(a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the total gross floor area and the total site coverage respectively stipulated in Special Conditions Nos. (12)(a)(iii) and (12)(a)(iv) hereof, subject to Special Condition No.(42)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
- (c) In the event that any part of the Facilities is exempted from the gross floor area and the site coverage calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities") :
 - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(24)(a)(v) hereof;

- (ii) the Purchaser 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."

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

- "(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 the following rates :
 - (l) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences) is or are provided within the lot, 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 below unless the Director consents to a rate or to a number different from those set out in the table below :

Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 22 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 12 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 4 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 1.6 residential units or part thereof
Not less than 160 square metres	One space for every residential unit

- (II) where detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences is or are provided within the lot, at the following rates:
 - (A) one space for each such house where its gross floor area is less than 160 square metres;
 - (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and
 - (C) two spaces for each such house where its gross floor area is not less than 220 square metres.

For the purpose of this sub-clause (a)(i), the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the Residential Parking Spaces to be provided under sub-clause (a)(i)(I) of this Special Condition shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table in sub-clause (a)(i)(I) of this Special Condition and for the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below :

(I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (12)(a)(iii) hereof; and

(II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No.(12)(a)(iii) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula :

$$\text{The total gross floor area of the Residential Common Area} \times \frac{\text{The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition}}{\text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}}$$

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:

(I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of 3 spaces for every block of residential units, or

(II) at such other rates as may be approved by the Director. For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (29) hereof) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively set out in sub-clauses (a)(i) and (a)(iii) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(b) (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, at a rate of one space for every 200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot for non-industrial (excluding residential, office, godown, hotel and petrol filling station) purposes unless the Director consents to another rate.

(ii) For the purpose of calculating the number of spaces to be provided under sub-clause (b) (i) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.

(iii) The spaces provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No. (29) hereof) 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 the purposes stipulated in sub-clause (b)(i) of this Special Condition 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 services.

(c) (i) Out of the spaces provided under sub-clauses (a)(i)(I) and (b)(i) (as may be varied under Special Condition No. (29) hereof) and sub-clause (a)(iii) of this Special Condition, the Purchaser 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 or designated are hereinafter referred to as "the Parking Spaces for 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-clause (a)(iii) of this Special Condition and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for Disabled Persons.

(ii) The Parking Spaces for 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 occupiers of the building or buildings erected or to be erected on the lot 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 services.

(d) (i) Spaces 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, at the following rates unless the Director consents to another rate :