# ONE CENTRAL PLACE

SALES BROCHURE 售樓説明書

# ONE CENTRAL PLACE

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

### For all first-hand residential properties

### 1. Important information

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

### 2. Fees, mortgage loan and property price

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

### 3. Price list, payment terms and other financial incentives

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

### 4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property airconditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property<sup>2</sup>. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

#### 5. Sales brochure

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

development, and the location of the public open space or public facilities; and

whether individual owners have responsibility to maintain slopes.

### 6. Government land grant and deed of mutual covenant (DMC)

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

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

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

### 8. Register of Transactions

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

### 9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development. The mandatory provisions to be incorporated in an ASP for uncompleted development as required

by the Ordinance include a provision requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Building Authority.

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

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

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific or general expression of intent of purchasing any residential property before the relevant price lists for such properties are made available to the 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. Showflats

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

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

### 15. Estimated material date and handing over date

- Check the estimated material date<sup>3</sup> for the development in the sales brochure.
  - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document/a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development

within  $14~{\rm days}$  after the estimated material date as stipulated in the ASP.

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

### For first-hand completed residential properties

### 16. Vendor's information form

• Ensure that you obtain the "vendor's information form(s)" printed within the previous 3 months in relation to the residential property/properties you intend to purchase.

### 17. Viewing of property

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

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

Website : www.srpa.gov.hk
Telephone : 2817 3313

Email : enquiry\_srpa@hd.gov.hk

Fax : 2219 2220

#### Other useful contacts:

#### **Consumer Council**

Website : www.consumer.org.hk

Telephone : 2929 2222

Email : cc@consumer.org.hk

Fax : 2856 3611

**Estate Agents Authority** 

Website : www.eaa.org.hk
Telephone : 2111 2777

Email : enquiry@eaa.org.hk

Fax : 2598 9596

### Real Estate Developers Association of Hong Kong

Telephone : 2826 0111 Fax : 2845 2521

Sales of First-hand Residential Properties Authority Transport and Housing Bureau July 2021

- 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.
- 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.

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.

您在購置一手住宅物業之前,應留意下列事項:

### 適用於所有一手住宅物業

### 1. 重要資訊

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

### 2. 費用、按揭貸款和樓價

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

### 3. 價單、支付條款,以及其他財務優惠

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

### 4. 物業的面積及四周環境

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

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

### 5. 售樓説明書

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

### 6. 政府批地文件和公契

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

### 7. 售樓處內有關可供揀選住宅物業的資料

• 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」,您可從該「消耗表」得悉在每個銷售日的銷售進度資料,包括在該個銷售日開始時有哪些住宅物業可供出售,以及在該個銷售日內有哪些住宅物業已獲揀選及售出。

 切勿隨便相信有關發展項目銷情的傳言,倉卒簽立臨時 買賣合約。

#### 8. 成交紀錄冊

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

#### 9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性 條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備,須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積,而該面積通常較該物業的實用面積為大。
- 留意賣方有權改動未落成發展項目的建築圖則(如有的話)。如屬未落成發展項目,條例規定物業的買賣合約 須載有強制性條文,列明如有關改動在任何方面對該物 業造成影響,賣方須在改動獲建築事務監督批准後的14 日內,將該項改動以書面通知買家。
- 訂立臨時買賣合約時,您須向擁有人(即賣方)支付樓價5%的臨時訂金。
- 如您在訂立臨時買賣合約後五個工作日(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內,沒有簽立買賣合約,該臨時買賣合約即告終止,有關臨時訂金(即樓價的5%)會被沒收,而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內,倘您簽立買賣合約,則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金,應付予負責為所涉物業擔任保證金保存人的律師事務所。

### 10. 表達購樓意向

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

### 11. 委託地產代理

 留意倘賣方委任一個或多於一個地產代理,以協助銷售 其發展項目內任何指明住宅物業,該發展項目的價單必 須列明在價單印刷日期當日所有獲委任為地產代理的姓 名/名稱。

- 您可委託任何地產代理(不一定是賣方所指定的地產代理),以協助您購置發展項目內任何指明住宅物業;您亦可不委託任何地產代理。
- 委託地產代理以物色物業前,您應該一
  - 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

治購地政總署「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説明書。因此,緊記先行索取售樓説明書,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等同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而,假若發展項目比預期早落成,「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。

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

#### 運輸及房屋局

一手住宅物業銷售監管局

### 2021年7月

- · 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化,以及申請人須繳付的手續費。
- <sup>2</sup> 根據條例附表 1 第 1 部第 10(2)(d) 條述明,售樓説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。

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

# INFORMATION ON THE DEVELOPMENT 發展項目的資料

### Name of the Development

ONE CENTRAL PLACE

The name of the street at which the Development is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Development

23 and 25 Peel Street, 33 Gage Street\*

\*The provisional street number allotted to the residential properties and ancillary facilities in the Development is "33 Gage Street". The official street number is subject to confirmation upon completion of the Development.

### The Development consists of one multi-unit building Total number of storeys of the multi-unit building

34 storeys (excluding R/F, UR1/F, UR2/F and UR3/F)

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

B/F, B/F(Upper Part), G/F, UG/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F, R/F, UR1/F, UR2/F and UR3/F

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

4/F, 13/F, 14/F, 24/F and 34/F.

### Refuge floor (if any) of the multi-unit building

R/F

### The estimated material date for the Development, as provided by the Authorized Person of the Development

- (a) The estimated material date for the Development, as provided by the Authorized Person for the Development is 31 May 2024.
- (b) The estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.
- (c) For the purpose of the agreement for sale and purchase (under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase), without limiting any other means by which the completion of the Development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Development has been completed or is deemed to be completed (as the case may be).

### 發展項目的名稱

ONE CENTRAL PLACE

### 發展項目所位於的街道的名稱及由差餉物業估價署署長為識別發 展項目的目的而編配的門牌號數

卑利街23及25號、結志街33號\*

\*編配給發展項目的住宅物業及附屬設施的臨時門牌號數是「結志街33號」。 正式門牌號數須待發展項目落成時確認。

### 發展項目包括一幢多單位建築物該幢多單位建築物的樓層的總數

34層(不包括天台、高層天台1、高層天台2及高層天台3)

### 發展項目的經批准的建築圖則所規定的該幢多單位建築物內的樓層號數

地庫、地庫(上部)、地下、高層地下、1樓至3樓、5樓至12樓、 15樓至23樓、25樓至33樓、35樓、天台、高層天台1、高層天 台2及高層天台3

### 該幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

4樓、13樓、14樓、24樓及34樓

### 該幢多單位建築物內的庇護層 (如有的話)

天台

### 由發展項目的認可人士提供的發展項目的預計關鍵日期

- (a) 由發展項目的認可人士提供的發展項目的預計關鍵日期為 2024年5月31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) 為買賣合約的目的(根據批地文件,進行該項買賣,需獲地政總署署長同意),在不局限任何其他可用以證明發展項目落成的方法的原則下,地政總署署長發出的合格證明書或轉讓同意,即為發展項目已落成或當作已落成(視屬何情況而定)的確證。

# INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT 賣方及有參與發展項目的其他人的資料

#### Vendor

Urban Renewal Authority (as "Owner")

Cheer View Holdings Limited (as "Person so Engaged")

#### Note

"Owner" means the legal or beneficial owner of the residential properties in the Development.

"Person so Engaged" means the person who is engaged by the Owner to coordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development.

### Holding company of the Owner (Urban Renewal Authority)

Not applicable

### Holding companies of the Person so Engaged (Cheer View Holdings Limited)

Tsim Sha Tsui Properties Limited Sino Land Company Limited King Chance Development Limited Sky Treasure Holdings Limited

### **Authorized Person for the Development**

LEUNG Kit-Man, Andy

# The firm or corporation of which the authorized person for the Development is a proprietor, director or employee in his or her professional capacity

Ronald Lu & Partners (Hong Kong) Limited

### **Building contractor for the Development**

China Overseas Building Construction Limited

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

Mayer Brown

King & Wood Mallesons

### Any authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Development

Hang Seng Bank Limited

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

King Chance Development Limited

### 賣方

市區重建局(作為「擁有人」) 勵景集團有限公司(作為「如此聘用的人」)

### 備註:

「擁有人」指發展項目的住宅物業的法律上的擁有人或實益擁有人。 「如此聘用的人」指擁有人聘用以統籌和監管發展項目的設計、規劃 建造、裝置、完成及銷售的過程的人士。

### 擁有人(市區重建局)的控權公司

不適用

### 如此聘用的人(勵景集團有限公司)的控權公司

尖沙咀置業集團有限公司 信和置業有限公司 會連發展有限公司 昇澤集團有限公司

### 發展項目的認可人士

梁傑文

### 發展項目的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

呂元祥建築師事務所(香港)有限公司

### 發展項目的承建商

中國海外房屋工程有限公司

### 就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所

孖士打律師行

金杜律師事務所

### 已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構

恒生銀行有限公司

### 已為發展項目的建造提供貸款的任何其他人

會連發展有限公司

# RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT 有參與發展項目的各方的關係

(a)	The Vendor or a building contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of an authorized person for the Development; 賣方或有關發展項目的承建商屬個人,並屬該發展項目的認可人士的家人;	Not applicable 不適用
(b)	The Vendor or a building contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of such an authorized person; 賣方或該發展項目的承建商屬合夥,而該賣方或承建商的合夥人屬上述認可人士的家人;	Not applicable 不適用
(c)	The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an authorized person;  賣方或該發展項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人;	No 沒有
(d)	The Vendor or a building contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of an associate of such an authorized person; 賣方或該發展項目的承建商屬個人,並屬上述認可人士的有聯繫人士的家人;	Not applicable 不適用
(e)	The Vendor or a building contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of an associate of such an authorized person;  賣方或該發展項目的承建商屬合夥,而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人;	Not applicable 不適用
(f)	The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of an associate of such an authorized person;	No 沒有
(g)	The Vendor or a building contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the Owner in relation to the sale of residential properties in the Development;	Not applicable 不適用
(h)	The Vendor or a building contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the Owner in relation to the sale of residential properties in the Development; 賣方或該發展項目的承建商屬合夥,而該賣方或承建商的合夥人屬就該發展項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人;	Not applicable 不適用
(i)	The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of a proprietor of such a firm of solicitors;	No 沒有
(j)	The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a private company, and an authorized person for the Development, or an associate of such an authorized person, holds at least 10% of the issued shares in that Vendor, holding company or contractor;   賣方、賣方的控權公司或有關發展項目的承建商屬私人公司,而該發展項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份;	No 沒有

# RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT 有參與發展項目的各方的關係

(k)	The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that Vendor, holding company or contractor;	No 沒有
(1)	The Vendor or a building contractor for the Development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;  賣方或該發展項目的承建商屬法團,而上述認可人士或上述有聯繫人士屬該賣方、	No 沒有
	承建商或該賣方的控權公司的僱員、董事或秘書;	
(m)	The Vendor or a building contractor for the Development is a partnership, and such an authorized person, or such an associate, is an employee of that Vendor or contractor;	Not applicable
(111)	賣方或該發展項目的承建商屬合夥,而上述認可人士或上述有聯繫人士屬該賣 方或承建商的僱員;	不適用
(n)	The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the Owner in relation to the sale of residential properties in the Development holds at least 10% of the issued shares in that Vendor, holding company or contractor;	No
()	賣方、賣方的控權公司或該發展項目的承建商屬私人公司,而就該發展項目中的住宅物業的出售而代表擁有人行事的律師事務所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;	没有
(o)	The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor, holding company or contractor;	No
, ,	賣方、賣方的控權公司或該發展項目的承建商屬上市公司,而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份;	没有
(p)	The Vendor or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor; 實方或該發展項目的承建商屬法團,而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書;	A proprietor of Messrs. King & Wood Mallesons, a firm of solicitors acting for the Owner in relation to the sale of residential properties in the Development, is a director of two of the holding companies of the Person so Engaged. 就發展項目內的住宅物業的出售代表擁有人行事的律師事務所金杜律師事務所的一位經營人屬如此聘用的人的其中兩間控權公司的董事。
(q)	The Vendor or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor or contractor; 賣方或該發展項目的承建商屬合夥,而上述律師事務所的經營人屬該賣方或承建商的僱員;	Not applicable 不適用
(r)	The Vendor or a building contractor for the Development is a corporation, and the corporation of which an authorized person for the Development is a director or employee in his or her professional capacity is an associate corporation of that Vendor or contractor or of a holding company of that Vendor;	No 沒有
	賣方或該發展項目的承建商屬法團,而該發展項目的認可人士以其專業身分擔任董 事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團;	
(a)	The Vendor or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that Vendor or of a holding company of that Vendor.	No
(s)	賣方或該發展項目的承建商屬法團,而該承建商屬該賣方或該賣方的控權公司的有	沒有

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

There will be non-structural prefabricated external walls forming part of the enclosing walls of the Development.

發展項目將會有構成圍封牆的一部分的非結構的預製外牆。

The range of thickness of the non-structural prefabricated external walls of each block is  $150\mbox{mm}.$ 

每幢建築物的非結構的預製外牆的厚度範圍為150毫米。

There will be curtain walls forming part of the enclosing walls of the Development.

發展項目將會有構成圍封牆的一部分的幕牆。

The range of thickness of the curtain walls of each building is 200mm.

每幢建築物的幕牆的厚度範圍為200毫米。

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

Floor 樓層	Unit 單位	Total area of the non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積(平方米)	Total area of the curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積(平方米)
	A	0.302	0.803
	В	0.323	0.801
5/F 5 樓	С	0.165	1.685
	D	-	0.658
	E	-	0.997
	A	0.302	0.598
	В	0.323	0.532
6/F-12/F, 15/F-17/F 樓至12樓、15樓至17樓	С	0.165	1.685
	D	-	0.658
	Е	-	0.792
	A	0.302	0.598
	В	1.063	1.324
18/F-19/F 18 樓至 19 樓	С	0.165	2.085
	D	-	0.658
	Е	-	0.792
	A	0.960	3.018
20/F-23/F, 25/F-33/F	В	1.063	1.324
)樓至23樓、25樓至33樓	С	0.165	2.085
	D	-	0.658
	A	1.305	2.858
35/F	В	1.063	1.324
35樓	С	0.165	2.085
	D	-	0.658

# INFORMATION ON PROPERTY MANAGEMENT 物業管理的資料

Person appointed as the manager of the Development under the latest draft deed of mutual covenant:-

Sino Estates Management Limited

根據公契的最新擬稿獲委任為發展項目的管理人:-

信和物業管理有限公司

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



The Location Plan is prepared with reference to the Survey Sheet Nos. T11-SW-A dated 11 November 2021 and T11-SW-B dated 11 November 2021 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

The Map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

Notation 圖例

- A power plant (including electricity sub-stations) 發電廠(包括電力分站)
- P A public carpark (including a lorry park) 公眾停車場(包括貨車停泊處)
- A public transport terminal (including a rail station) 公共交通總站(包括鐵路車站)
- A market (including a wet market and a wholesale market)市場(包括濕貨市場及批發市場)
- (A public convenience 公廁

### Notes:

- 1. Due to technical reasons (such as the shape of the Development), the Location Plan may show more area than that required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
- 2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

所在位置圖參考地政總署測繪處日期為 2021年11月11日之測繪圖編號T11-SW-A及2021年11月11日之測繪圖編號T11-SW-B擬備,有需要的地方經修正處理。

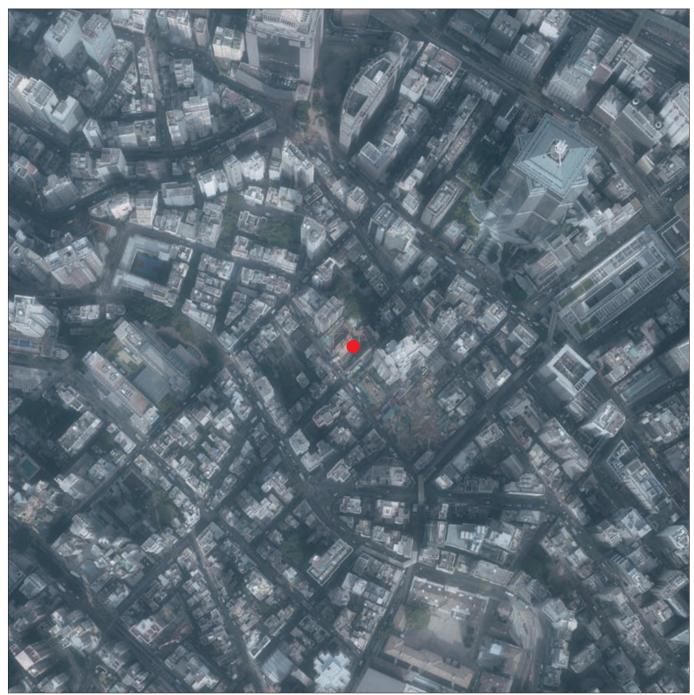
地圖由香港地理數據站提供,香港特別行政區政府為知識產權擁 有人。

- A religious institution (including a church, a temple and Tsz Tong) 宗教場所(包括教堂、廟宇及祠堂)
- A school (including a kindergarten) 學校(包括幼稚園)
- Social welfare facilities (including an elderly centre and home for the mentally disabled)
  社會福利設施(包括老人中心及弱智人士護理院)
- ♀ A public park 公園
- ★ A clinic 診療所
- ← A museum 博物館
- 🗘 A refuse collection point 垃圾收集站

- 1. 因技術原因(例如發展項目之形狀),此所在位置圖所顯示的範圍可能多於《一手住宅物業銷售條例》(第621章)所要求。
- 賣方建議準買家到發展項目作實地考察,以對發展項目、其周邊地 區環境及附近的公共設施有較佳了解。

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





Location of the Development 發展項目的位置

Survey and Mapping Office, Lands Department, The Government of the HKSAR © Copyright reserved – reproduction by permission only.

Extracted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, Photo No. E117981C, dated 6 January 2021.

The Aerial Photograph is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

香港特別行政區政府地政總署測繪處 © 版權所有,未經許可,不得複製。

摘錄自地政總署測繪處於 2021 年 1 月 6 日在 6,900 呎飛行高度拍攝之鳥瞰照片,編號為 E117981C。

鳥瞰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。

### Notes:

- 1. Due to technical reasons (such as the shape of the Development), the Aerial Photograph may show more area than that required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
- 2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

- 1. 因技術原因(例如發展項目之形狀),此鳥瞰照片所顯示的範圍可能多於《一手住宅物業銷售條例》(第621章)所要求。
- 2. 賣方建議準買家到發展項目作實地考察,以對發展項目、其周邊地 區環境及附近的公共設施有較佳了解。

### OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT

### 關乎發展項目的分區計劃大綱圖

現有樓宇保留供作零售、餐廳/酒樓、文娛及康樂用途 EXISTING BUILDING PRESERVED FOR RETAIL, RESTAURANT, CULTURAL & RECREATIONAL USES



Extracted from the Hong Kong Planning Area No.3 - Approved Sai Ying Pun & Sheung Wan Outline Zoning Plan with Plan No.S/H3/34 gazetted on 13 November 2020.

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### Notation 圖例

Zones	地帶	
Comm	ercial	良

Commercial 商業

Residential (group A) 住宅(甲類)

Residential (group C) 住宅(丙類)

Government, institution or community 政府、機構或社區

Open space 休憩用地

Other specified uses 其他指定用途

ou

### Communications 交通

Railway and station (underground) 鐵路及車站(地下)

Major road and junction 主要道路及路口

Elevated road 高架道路

Pedestrian precinct/street 行人專用區或街道

### Notes:

- 1. Due to technical reasons (such as the shape of the Development), the Outline Zoning Plan may show more area than that required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
- The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

摘錄自 2020 年 11 月 13 日刊憲的港島規劃區第 3 區 - 西營盤及上環分區計劃大綱核准圖,圖則編號為 S/H3/34。

版權屬香港特別行政區政府,經地政總署准許複印。

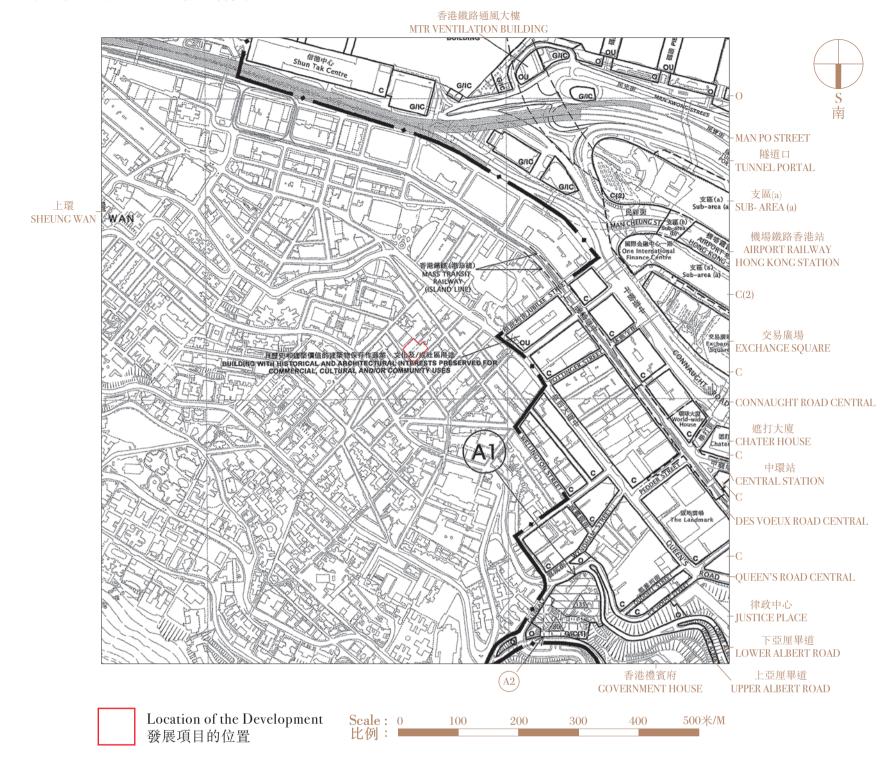
### Miscellaneous 其他

Boundary of planning scheme 規劃範圍界線 Land Development Corporation/ Urban Renewal Authority development scheme plan area 土地發展公司 / 市區重建局發展計劃圖範圍 Building height control zone boundary 建築物高度管制區界線 Maximum building height (In metres above principal datum) <u>/120\</u> **最尚建梁彻尚度(仕土水半基準上右十木)** Maximum building height (in number of storeys) 8 最高建築物高度(樓層數目) Petrol filling station 加油站 PFS Non-building area 非建築用地 [ NBA ]

- 1. 因技術原因(例如發展項目之形狀),此分區計劃大綱圖所顯示的 範圍可能多於《一手住宅物業銷售條例》(第621章)所要求。
- 賣方建議準買家到發展項目作實地考察,以對發展項目、其周邊地 區環境及附近的公共設施有較佳了解。

### OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT

### 關乎發展項目的分區計劃大綱圖



Extracted from the Hong Kong Planning Area No.4 - Draft Central District Outline Zoning Plan with Plan No.S/H4/17 gazetted on 24 May 2019.

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Notation 圖例

### Zones 地帶

С
R(A)
R(B)
CDA
G/IC
0
OU
GB
— più l

### Notes:

Elevated road 高架道路

- 1. Due to technical reasons (such as the shape of the Development), the Outline Zoning Plan may show more area than that required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
- 2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

摘錄自2019年5月24日刊憲的港島規劃區第4區-中區分區計 劃大綱草圖,圖則編號為 S/H4/17。

版權屬香港特別行政區政府,經地政總署准許複印。

### Miscellaneous 其他

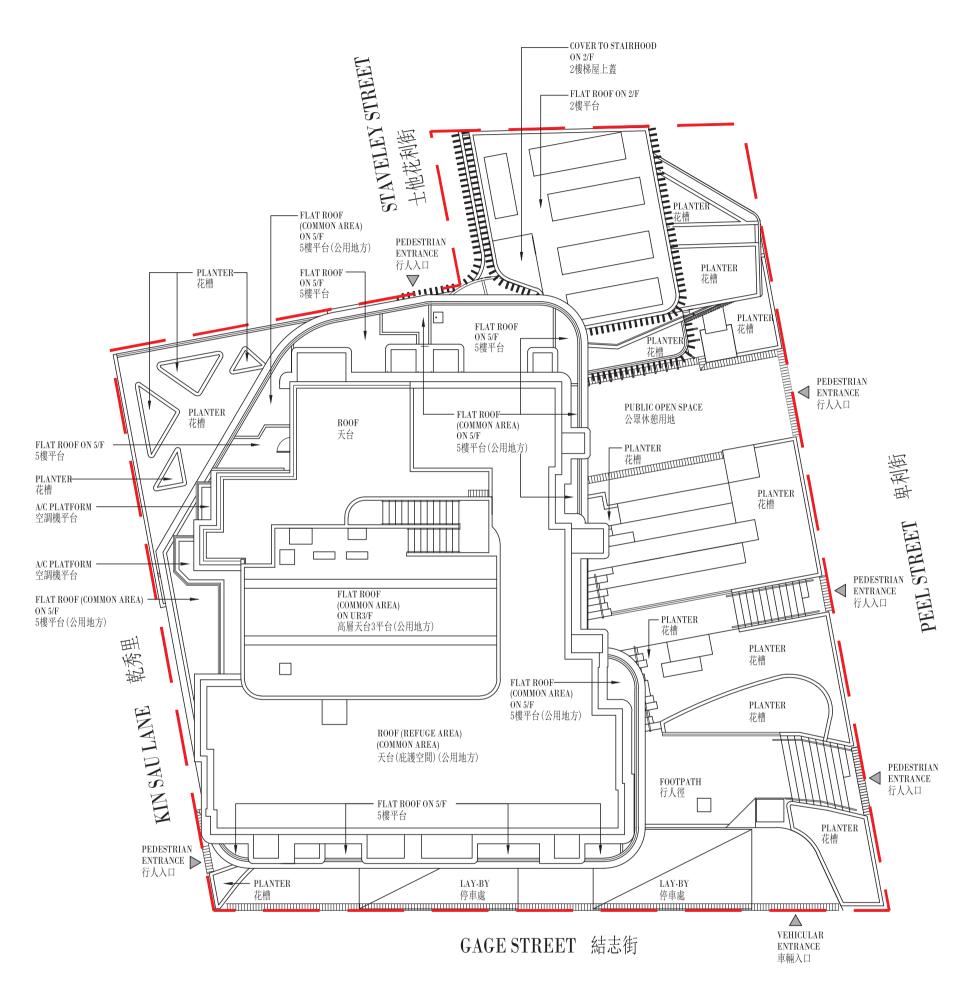
Boundary of planning scheme 規劃範圍界線	
Building height control zone boundary 建築物高度管制區界線	
Maximum building height (In metres above principal datum) 最高建築物高度(在主水平基準上若干米)	120
Amendment修訂	
Amendment item A1 修訂項目 A1 項	
Amendment item A2 修訂項目 A2 項	

### 備註:

修訂項目 A2 項

- 1. 因技術原因(例如發展項目之形狀),此分區計劃大綱圖所顯示的 範圍可能多於《一手住宅物業銷售條例》(第621章)所要求。
- 2. 賣方建議準買家到發展項目作實地考察,以對發展項目、其周邊地 區環境及附近的公共設施有較佳了解。





Boundary of the Development 發展項目的界線

Scale: 0米/M 5米/M 比例:

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

### Legend of terms and abbreviations used on the floor plans 樓面平面圖中所使用名詞及簡稱之圖例

A/C PLATFORM = Air Conditioning Platform = 空調機平台

ARCH. FEATURE = Architectural Feature = 建築装飾

A.D. = Air Duct = 風喉管道

BAL. = Balcony = 露台

BAL. ABOVE = Balcony Above = 露台置上

BAL. ABOVE AT 20/F = Balcony Above at 20/F = 20 樓的露台置上

BATH. = Bathroom = 浴室

BUILDING LINE ABOVE AT 18/F = Building Line Above at 18/F = 18 樓的建築物界線置上

BUILDING LINE ABOVE AT 20/F = Building Line Above at 20/F = 20 樓的建築物界線置上

BUILDING LINE ABOVE AT 35/F = Building Line Above at 35/F = 35 樓的建築物界線置上

B.R.1 = Bedroom 1 = 睡房 1

B.R.2 = Bedroom 2 = 睡房 2

COMMON FLAT ROOF = Common Flat Roof = 公用平台

COMMON FLAT ROOF (MAINTENANCE ACCESS) = Common Flat Roof (Maintenance Access) = 公用平台(保養通道)

COVER FOR BAL. = Cover for Balcony = 露台上蓋

COVER FOR U.P. = Cover for Utility Platform = 工作平台上蓋

C.W. = Curtain Wall = 玻璃幕牆

DN = Down = 落

D.H. = Dog House = 機電管道房

EL. DUCT = Electrical Duct = 電管道

E.M.C. = Electrical Meter Cabinet = 電錶櫃

FLAT ROOF = Flat Roof = 平台

F.A.D. = Fresh Air Duct = 鮮風喉管道

F.S.P.D. = Fire Service Pipe Duct = 消防設備管道

F.S. WATER TANK = Fire Service Water Tank = 消防設備水缸

F.S. WATER TANK ROOM = Fire Service Water Tank Room = 消防設備水缸房

GLASS CLADDING = Glass Cladding = 玻璃飾面

H.R. = Hose Reel = 消防喉轆

KIT. = Kitchen = 廚房

LAV. = Lavatory = 洗手間

LIFT SHAFT = Lift Shaft = 升降機井道

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

### Legend of terms and abbreviations used on the floor plans 樓面平面圖中所使用名詞及簡稱之圖例

LIV./DIN. = Living/Dining Room = 客/飯廳

METAL ARCH. FEATURE = Metal Architectural Feature = 金屬建築装飾

METAL CLADDING = Metal Cladding = 金屬飾面

M. BATH. = Master Bathroom = 主人浴室

M.B.R. = Master Bedroom = 主人睡房

OPEN KIT. = Open Kitchen = 開放式廚房

PIPE WELL = Pipe Well = 管井

POTABLE WATER RISER DUCT = Potable Water Riser Duct = 飲用水管道槽

P.D. = Pipe Duct = 管道槽

ROOF = Roof = 天台

ROOF (REFUCE AREA) = Roof (Refuge Area) = 天台(庇護空間)

R.C. ARCH. FEATURE = Reinforced Concrete Architectural Feature = 鋼筋混凝土建築装飾

R.C. ARCH. FEATURE ABOVE = Reinforced Concrete Architectural Feature Above = 鋼筋混凝土建築装飾置上

R.C. PLINTH = Reinforced Concrete Plinth = 鋼筋混凝土底座

R.S.M.R.RM. = Refuse Storage and Material Recovery Room = 垃圾及物料回收室

ST. = Cooking Stove = 煮食爐

 $= Up \qquad \qquad = \bot$ 

UTILITY RM. = Utility Room = 工作間

U.P. = Utility Platform = 工作平台

U.P. ABOVE = Utility Platform Above = 工作平台置上

U.P. ABOVE AT 20/F = Utility Platform Above at 20/F = 20 樓的工作平台置上

W.M.C. = Water Meter Cabinet = 水錶櫃

### Notes:

- There are architectural features, metal grilles and/or exposed pipes on the external walls of some of the floors. For details, please refer to the latest approved building plans.
- Common pipes exposed and/or enclosed in cladding are located at/adjacent
  to the balcony and/or utility platform and/or flat roof and/or air-conditioning
  platform and/or external wall of and/or adjoining some residential units. For
  details, please refer to the latest approved building plans and/or approved
  drainage plans.
- There are sunken slabs (for mechanical & electrical services of units above) and/or ceiling bulkheads for the air-conditioning fittings and/or mechanical & electrical services at some residential units.
- There are exposed pipes installed in some bathrooms and lavatories.
- There are exposed pipes located at some flat roofs and roof.
- Balconies and utility platforms are non-enclosed areas.
- Symbols of fittings and fitments shown in the floor plans such as bath tub, sink, water closet, shower, sink counter, etc. are prepared based on the latest approved building plans and are for indication of approximate location only.
- The dimensions of the floor plans are all structural dimensions in millimeter.

- 部分樓層外牆範圍設有建築裝飾、金屬格柵及/或外露喉管,詳細資料請參考最新的經批准的建築圖則。
- 部分住宅單位及/或其毗鄰的露台及/或工作平台及/或平台及/或空 調機平台及/或外牆上/附近設有外露及/或外牆裝飾板內藏之公用 喉管,詳細資料請參考最新的經批准的建築圖則及/或排水設施圖。
- 部分住宅單位天花有跌級樓板(用以安裝樓上單位之機電設備)及/ 或假天花內裝置空調裝備及/或其他機電設備。
- 部分浴室及洗手間內裝有外露喉管。
- 部分平台及天台裝有外露喉管。
- 露台及工作平台為非封閉的地方。
- 樓面平面圖上所顯示的裝置符號,如浴缸、洗滌盆、座廁、花灑、 洗滌盆櫃等乃按最新的經批准的建築圖則繪製,只作示意大概位置 之用途。
- 平面圖所列之數字以豪米標示之建築結構尺寸。

### 5/F Floor Plan

### 5 樓樓面平面圖

Each residential property 每個住宅物業	Unit 單位 Floor 樓層	A	В	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	5/F	150, 175				
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	5 樓		31	100, 3375, 34	50	

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.

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

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。

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

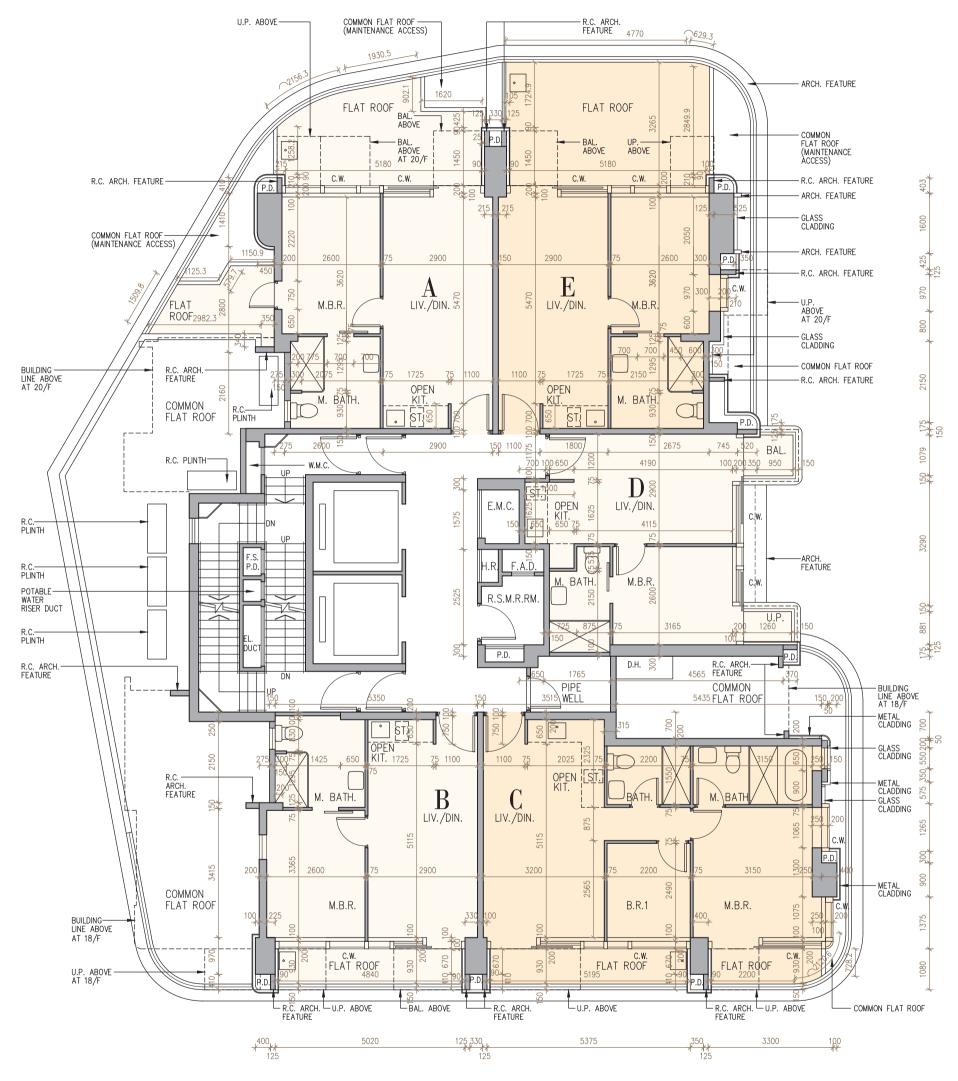
### Notes:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. Please refer to pages 20 and 21 of this sales brochure for legend of the terms and abbreviations in studying the floor plans of residential properties in the Development.

- 1. 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
- 2. 請參閱本售樓說明書第 20 及 21 頁之圖例以協助閱讀此部分的發展項目的住宅物業的樓面平面圖及其顯示之名稱和簡稱。

### 5樓樓面平面圖





Scale: 0米/M 比例:

### 6樓至12樓、15樓至17樓樓面平面圖

Each residential property 每個住宅物業	Unit 單位 Floor 樓層	A	В	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	6/F-12/F, 15/F-17/F	150, 175				
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	6樓至12樓、15樓至17樓		3	100, 3375, 34	450	

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.

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

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。

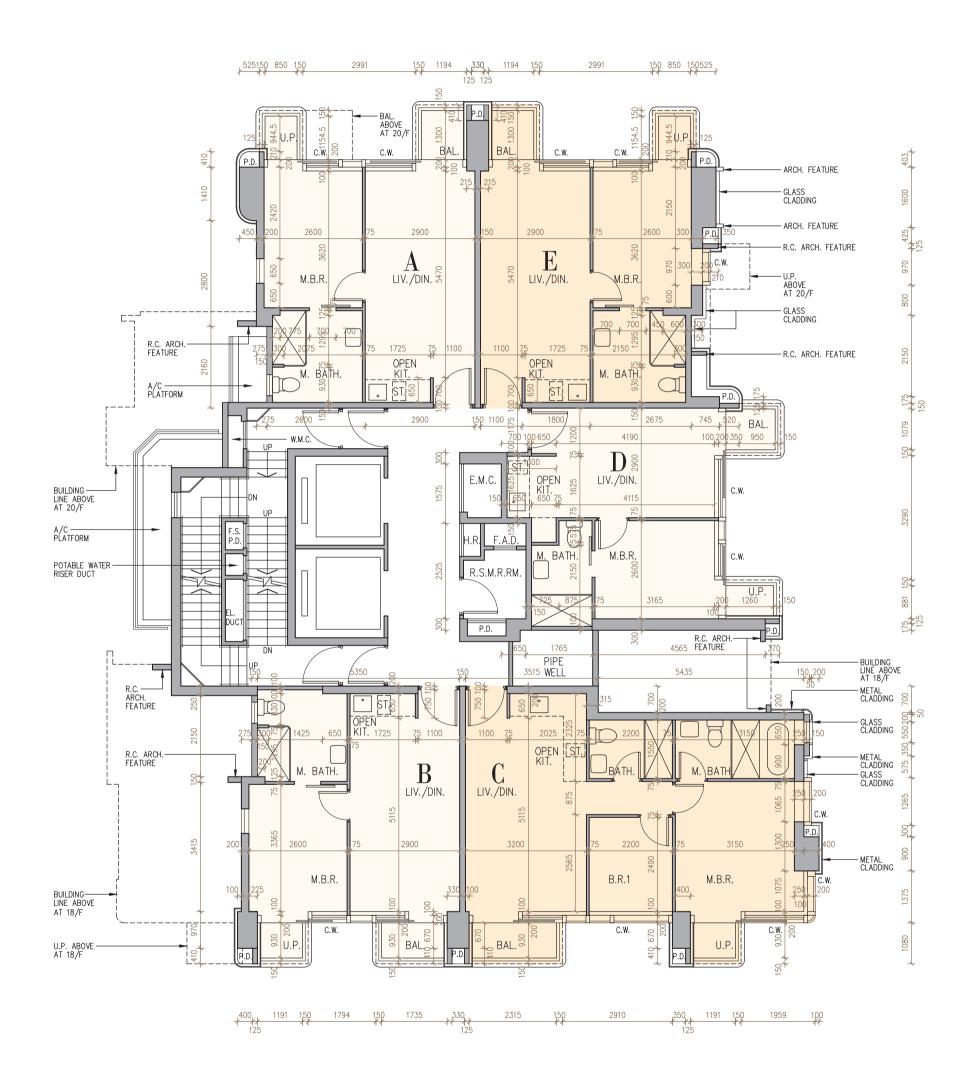
(註:此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目)

### Notes:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. Please refer to pages 20 and 21 of this sales brochure for legend of the terms and abbreviations in studying the floor plans of residential properties in the Development.

- 1. 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
- 2. 請參閱本售樓説明書第20及21頁之圖例以協助閱讀此部分的發展項目的住宅物業的樓面平面圖及其顯示之名稱和簡稱。





Scale: 0米/M 比例:

### 18/F Floor Plan

### 18 樓樓面平面圖

Each residential property 每個住宅物業	Unit 單位 Floor 樓層	A	В	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	18/F	150, 175	150	, 190	150	, 175
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	18樓	3100, 33	75, 3450	3050, 3100, 3375, 3450	3100, 33	375, 3450

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

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

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。

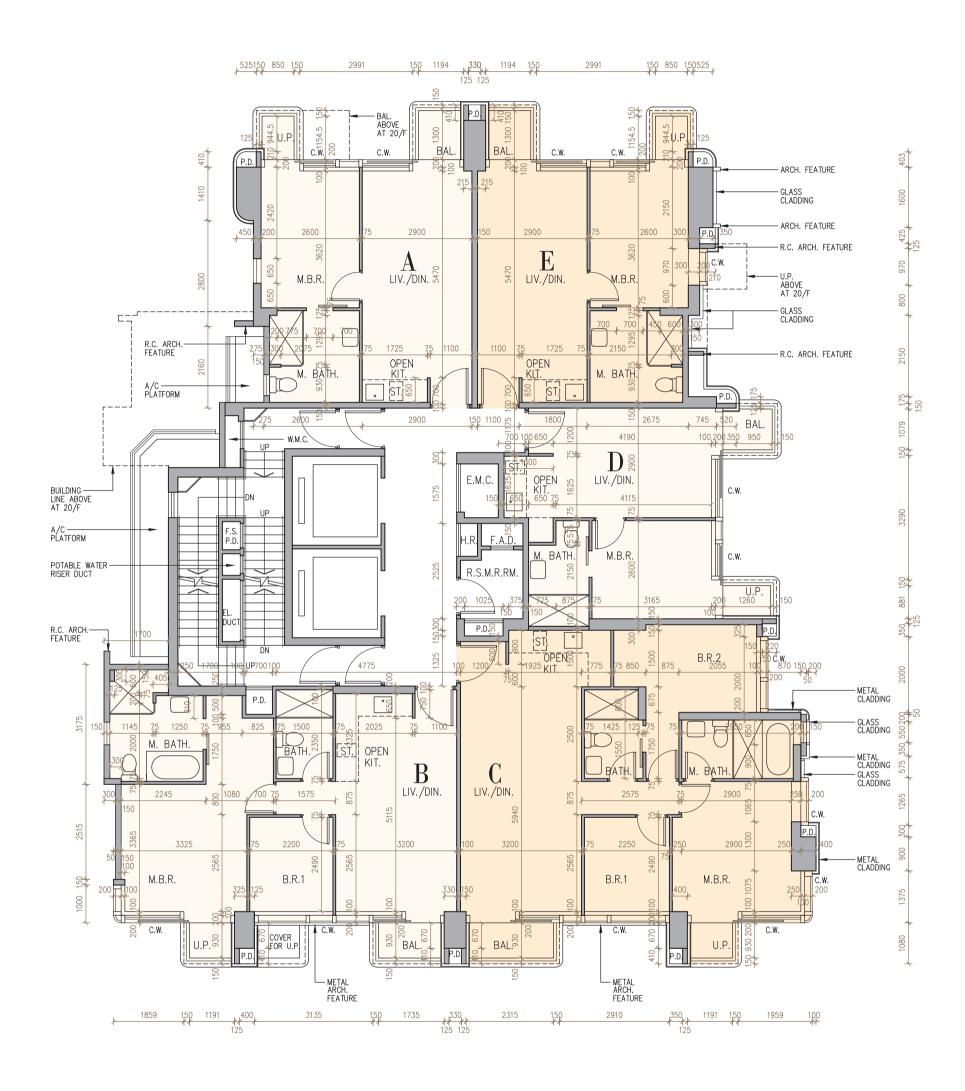
(註:此根據《一手住宅物業銷售條例》 (第621章) 附表1第1部 第10(2)(e)條所規定的陳述並不適用於發展項目)

### Notes:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. Please refer to pages 20 and 21 of this sales brochure for legend of the terms and abbreviations in studying the floor plans of residential properties in the Development.

- 1. 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
- 2. 請參閱本售樓說明書第 20 及 21 頁之圖例以協助閱讀此部分的發展項目的住宅物業的樓面平面圖及其顯示之名稱和簡稱。





Scale: 0米/M 比例:

### 19樓樓面平面圖

Each residential property 每個住宅物業	Unit 單位 Floor 樓層	A	В	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	19/F 19 樓	150, 175	150,	, 190	150	, 175
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)		3100, 3450	3100, 3375, 3450	3050, 3100, 3375, 3450	3100, 33	375, 3450

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

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

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。

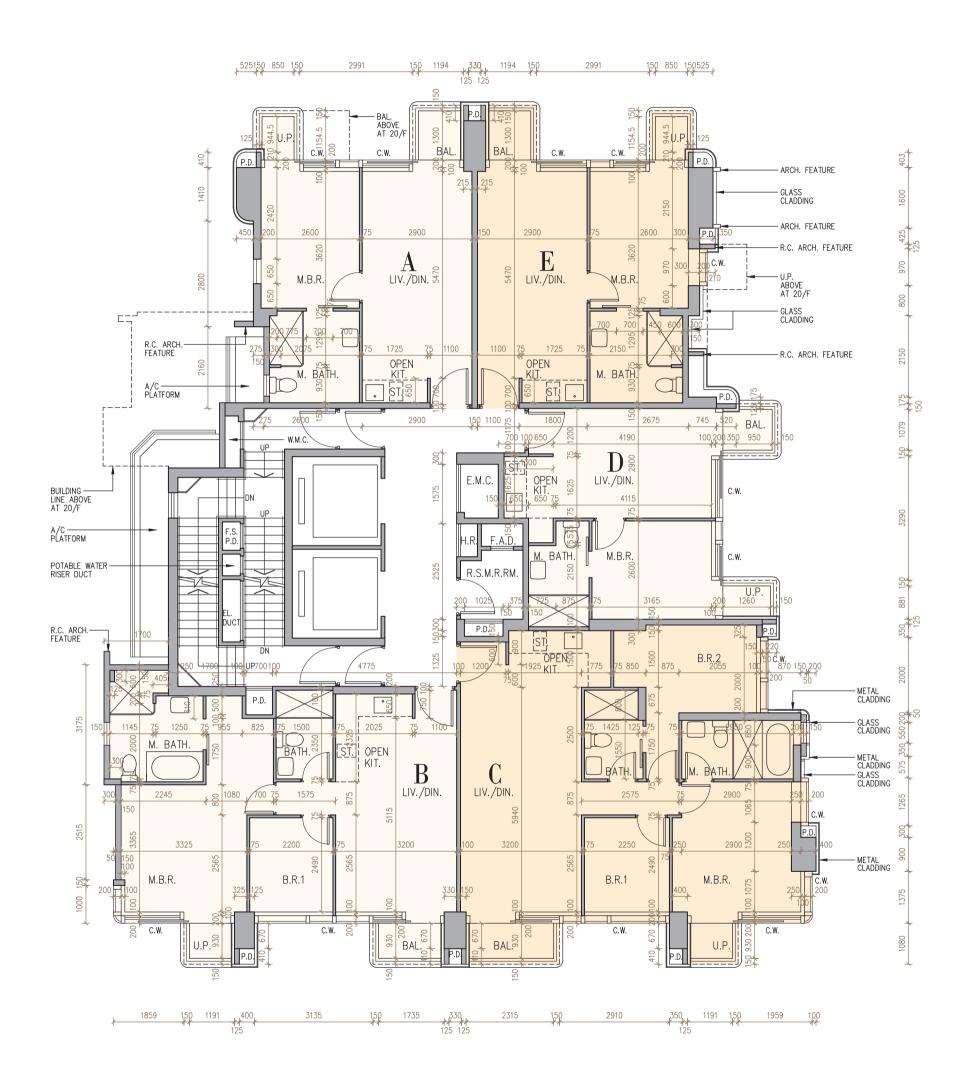
(註:此根據《一手住宅物業銷售條例》 (第621章) 附表1第1部 第10(2)(e)條所規定的陳述並不適用於發展項目)

### Notes:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. Please refer to pages 20 and 21 of this sales brochure for legend of the terms and abbreviations in studying the floor plans of residential properties in the Development.

- 1. 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
- 2. 請參閱本售樓說明書第 20 及 21 頁之圖例以協助閱讀此部分的發展項目的住宅物業的樓面平面圖及其顯示之名稱和簡稱。





Scale: 0米/M 比例:

### 20樓樓面平面圖

Each residential property 每個住宅物業	Unit 單位 Floor 樓層	A	В	C	D
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	20/F 20 樓	150, 175	150, 190		150, 175
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)		3100, 33	375, 3450	3050, 3100, 3375, 3450	3100, 3375, 3450

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

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

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。

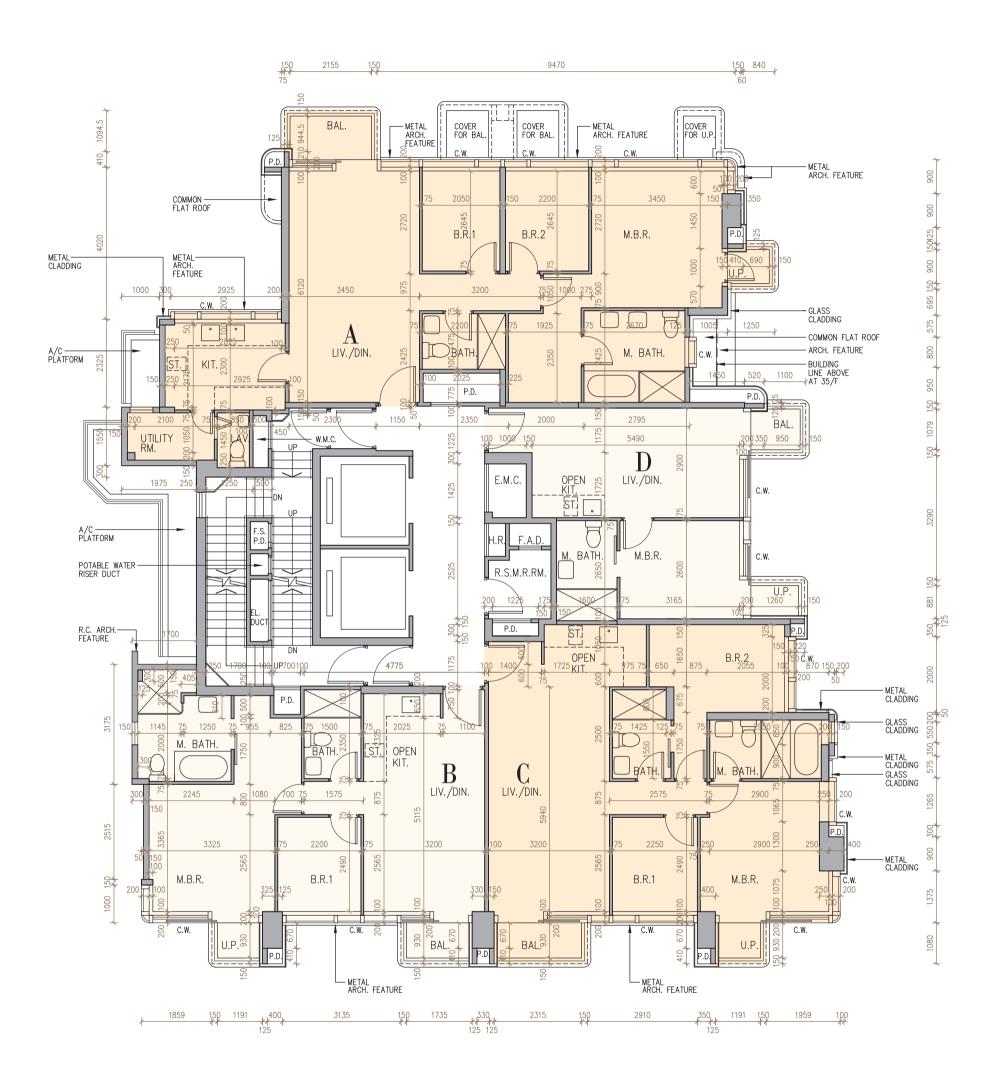
(註:此根據《一手住宅物業銷售條例》 (第621章) 附表1第1部 第10(2)(e)條所規定的陳述並不適用於發展項目)

### Notes:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. Please refer to pages 20 and 21 of this sales brochure for legend of the terms and abbreviations in studying the floor plans of residential properties in the Development.

- 1. 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
- 2. 請參閱本售樓說明書第20及21頁之圖例以協助閱讀此部分的發展項目的住宅物業的樓面平面圖及其顯示之名稱和簡稱。





### 21/F-23/F, 25/F-33/F Floor Plan

### 21樓至23樓、25樓至33樓樓面平面圖

Each residential property 每個住宅物業	Unit 單位 Floor 樓層	A	В	C	D
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	21/F-23/F, 25/F-33/F 21樓至23樓、25樓至33樓	150, 175	150, 190		150, 175
Floor-to-floor height of each residential property (mm)每個住宅物業的層與層之間的高度(毫米)	21/F-23/F, 25/F-29/F 21樓至23樓、25樓至29樓	3100, 3375, 3450		3050, 3100, 3375, 3450	3100, 3375, 3450
	30/F-33/F 30樓至33樓	3150, 3425, 3500		3100, 3150, 3425, 3500	3150, 3425, 3500

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.

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

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。

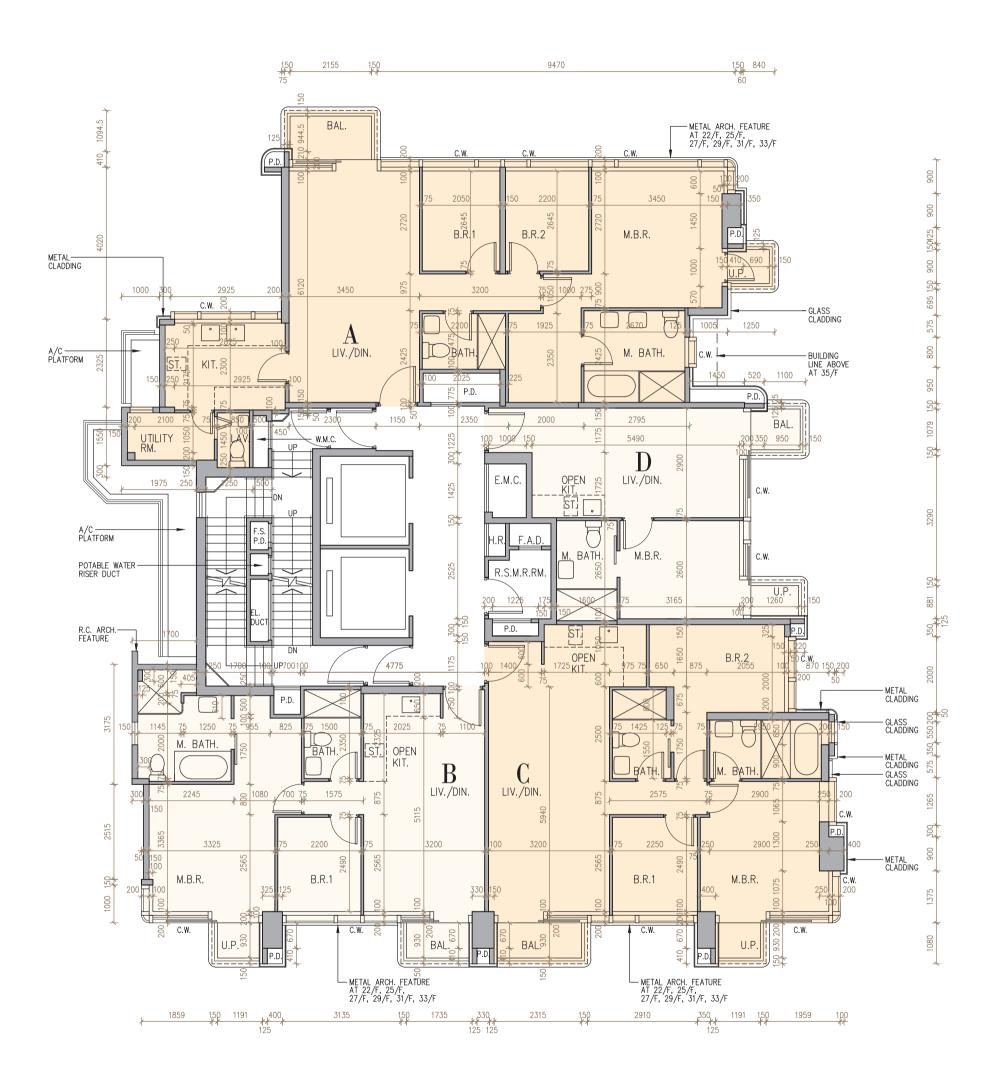
(註:此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目)

### Notes:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. Please refer to pages 20 and 21 of this sales brochure for legend of the terms and abbreviations in studying the floor plans of residential properties in the Development.

- 1. 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
- 2. 請參閱本售樓説明書第 20 及 21 頁之圖例以協助閱讀此部分的發展項目的住宅物業的樓面平面圖及其顯示之名稱和簡稱。





Scale: 0米/M 比例: 5米/M

### 35/F Floor Plan

### 35 樓樓面平面圖

Each residential property 每個住宅物業	Unit 單位 Floor 樓層	A	В	C	D
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	35/F	150, 200			
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	35 樓		35	500	

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

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

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。

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

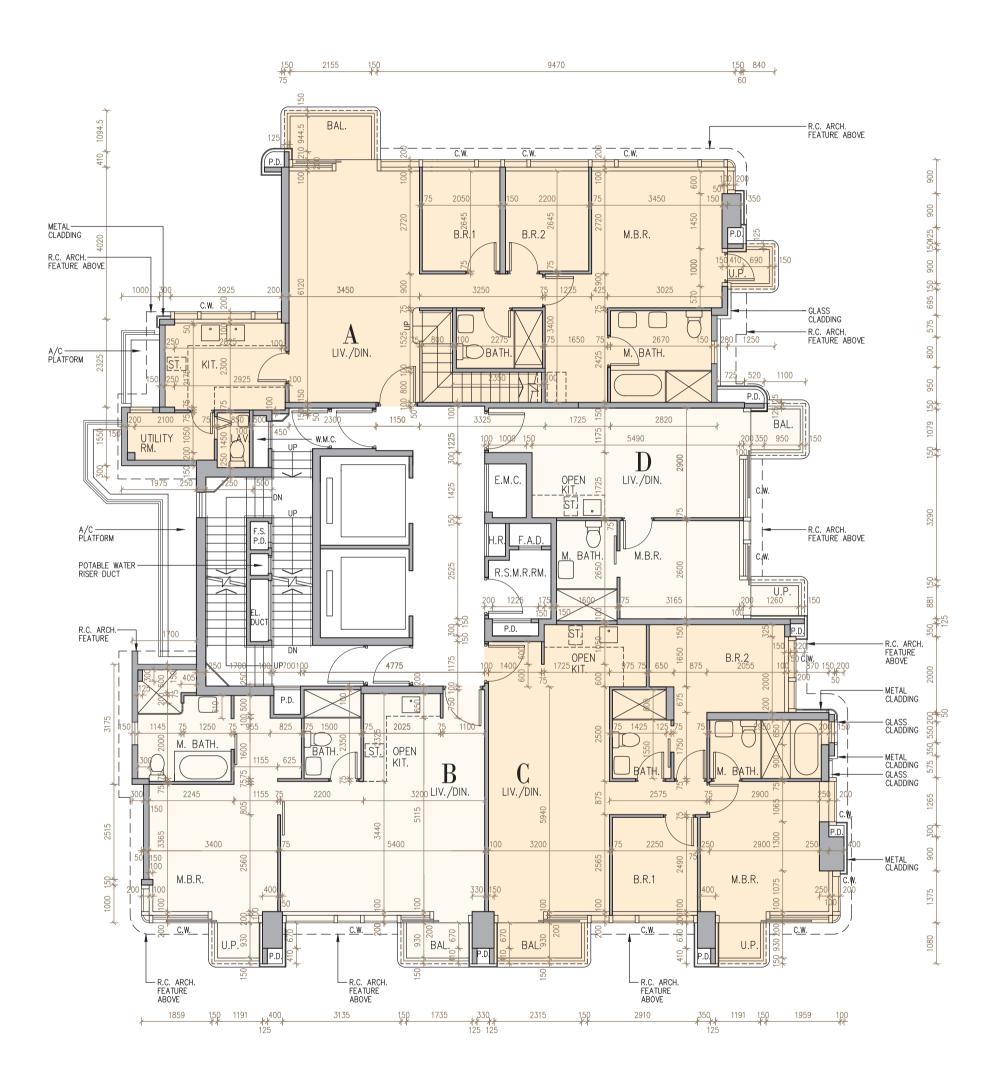
### Notes:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. Please refer to pages 20 and 21 of this sales brochure for legend of the terms and abbreviations in studying the floor plans of residential properties in the Development.

- 1. 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
- 2. 請參閱本售樓說明書第 20 及 21 頁之圖例以協助閱讀此部分的發展項目的住宅物業的樓面平面圖及其顯示之名稱和簡稱。

## 35 樓樓面平面圖







## R/F Floor Plan 天台樓面平面圖

Each residential property 每個住宅物業	Unit 單位 Floor 樓層	A	В	C	D
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	R/F		Not ap	plicable	
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	天台		不美	適用	

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.

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

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。

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

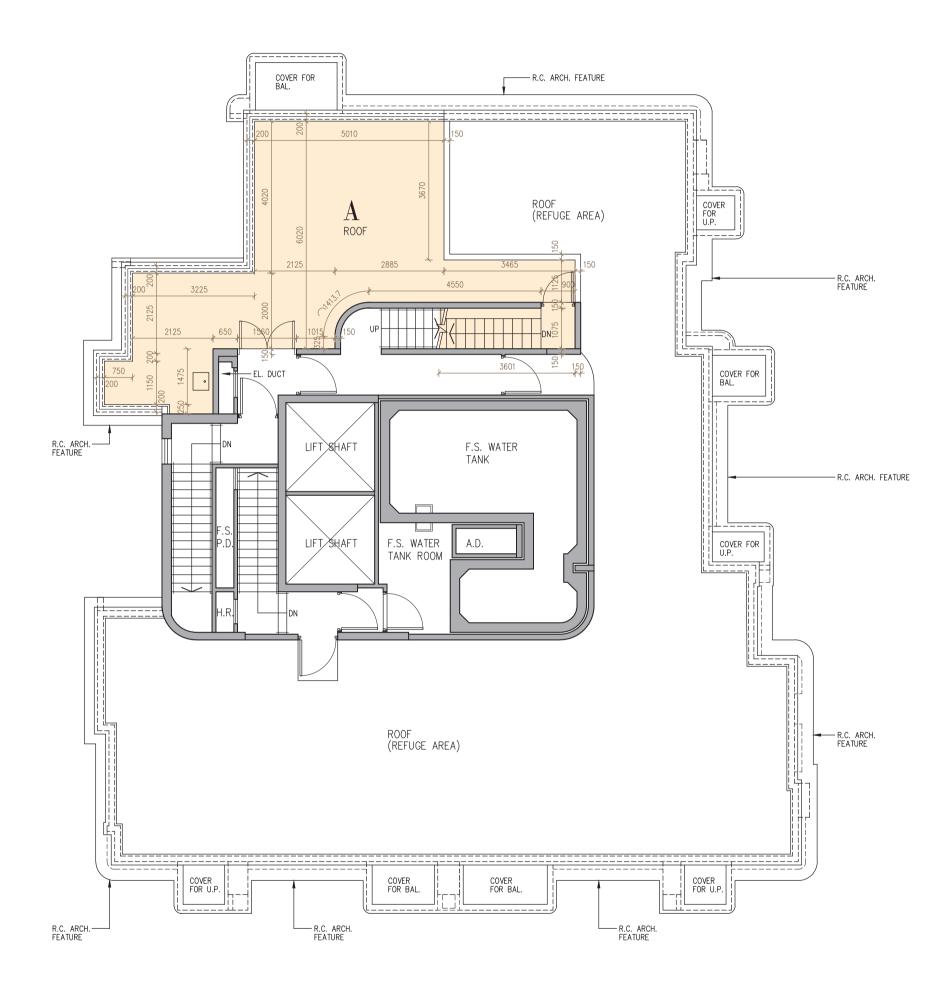
### Notes:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. Please refer to pages 20 and 21 of this sales brochure for legend of the terms and abbreviations in studying the floor plans of residential properties in the Development.

### 備註:

- 1. 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
- 2. 請參閱本售樓說明書第20及21頁之圖例以協助閱讀此部分的發展項目的住宅物業的樓面平面圖及其顯示之名稱和簡稱。





Scale: 0米/M 比例: 5米/M

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

Description residential pro 物業的描述	perty	Saleable Area (Including balcony, utility platform	Area of ot 其		ified items 頁目的面積							ft.)
Floor 樓層	Unit 單位	and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台,工作平台及陽台 (如有)) 平方米(平方呎)	Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stair- hood 梯屋	Terrace 前庭	Yard 庭院
	A	38.711 (417) Balcony 露台 : () Utility Platform 工作平台 : ()	-	-	-	15.527 (167)	-	-	-	_	-	-
	В	36.533 (393) Balcony 露台 : () Utility Platform 工作平台 : ()	-	-	-	4.138 (45)	-	-	-	-	-	-
5/F 5 樓	С	54.466 (586) Balcony 露台 : () Utility Platform 工作平台 : ()	-	-	-	6.831 (74)	-	-	-	-	-	-
	D	36.620 (394) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	Е	39.028 (420) Balcony 露台 : () Utility Platform 工作平台 : ()	-	-	-	16.630 (179)	-	-	-	_	-	-
	A	42.236 (455) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	В	40.119 (432) Balcony 露台: 2.087 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
6/F-12/F, 15/F-17/F 6樓至12樓、 15樓至17樓	С	58.679 (632) Balcony 露台: 2.713 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
10 0 2 11 0	D	36.620 (394) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	Е	42.553 (458) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	A	42.236 (455) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	В	62.386 (672) Balcony 露台: 2.087 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
18/F-19/F 18樓至19樓	С	75.167 (809) Balcony 露台: 2.713 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	D	35.564 (383) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	Е	42.553 (458) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balconies, utility platforms and verandahs (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

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

 $2. \quad \text{There is no verandah in the residential properties of the Development.} \\$ 

Notes:

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

## 備註:

- 1. 上述以平方呎所列之面積由以平方米所列之面積以1平方米 = 10.764 平方呎換算並四捨五入至整數平方呎之方法計算得出,與以平方米 表達之面積可能有些微差異。
- 2. 發展項目住宅物業並無陽台。

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

Description residential pro 物業的描述	perty	Saleable Area (Including balcony, utility platform and verandah, if any) sq.metre (sq.ft.)			ified items 〔目的面積							t.)
Floor 樓層	Unit 單位	實用面積 (包括露台,工作平台及陽台 (如有))平方米(平方呎)	Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stair- hood 梯屋	Terrace 前庭	Yard 庭院
	A	92.171 (992) Balcony 露台: 3.203 (34) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
20/F-23/F, 25/F-33/F	В	62.386 (672) Balcony 露台: 2.087 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
20樓至23樓、 25樓至33樓	С	75.401 (812) Balcony 露台: 2.713 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	D	37.791 (407) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	A	95.515 (1028) Balcony 露台: 3.203 (34) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	39.364 (424)	3.871 (42)	-	-
35/F	В	62.386 (672) Balcony 露台: 2.087 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
35 樓	С	75.401 (812) Balcony 露台: 2.713 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	D	37.706 (406) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balconies, utility platforms and verandahs (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes:

- 1. The above areas as specified in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 2. There is no verandah in the residential properties of the Development.

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

## 備註:

- 1. 上述以平方呎所列之面積由以平方米所列之面積以1平方米 = 10.764 平方呎換算並四捨五入至整數平方呎之方法計算得出,與以平方米 表達之面積可能有些微差異。
- 2. 發展項目住宅物業並無陽台。

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

Not applicable.	不適用

## SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE 臨時買賣合約的摘要

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

- (a) 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。
- (b) 買方在簽署該臨時合約時支付的臨時訂金,會由代表擁有人 行事的律師事務所以保證金保存人的身分持有。
- (c) 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約-
  - (i) 該臨時合約即告終止;
  - (ii) 有關的臨時訂金即予沒收;及
  - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進 一步申索。

#### A. Common parts of the Development

According to the Deed of Mutual Covenant and Management Agreement ("DMC") in respect of the Development:-

"Common Areas and Facilities" means the Development Common Areas and Facilities, the Residential Common Areas and Facilities.

#### "Development Common Areas and Facilities" means and includes :-

- such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole including the Footpath and Lay-bys Area (insofar as it forms part of the Development Common Areas and Facilities), the Footbridge (insofar as it forms part of the Development Common Areas and Facilities), the Internal Pedestrian Walkway (insofar as it forms part of the Development Common Areas and Facilities which for the purposes of identification only is shown coloured Yellow Hatched Black on the DMC Plans (insofar as such areas and facilities are identifiable on the DMC Plans)), the Private Open Space (insofar as it forms part of the Development Common Areas and Facilities), the Slope Structures (if any) within the Land, A/C platform(s) (not forming part of the Residential Common Areas and Facilities), air ducts, architectural features, cable riser duct, corridors, ducts, electrical ducts, electrical meter cabinet (E.M.C.), electricity rooms, emergency generator room, External Walls (excluding the External Walls of the MPAH, the Commercial Accommodation and the Residential Accommodation), fire control room, fire service (F.S.) inlets, fire service pipe duct (F.S.P.D.), fire service (F.S.) water pump room, fire service (F.S.) water tank room, flat roofs (not forming part of any Unit), high voltage (H.V.) switch room, hose reels, lift lobbies, low voltage (L.V.) switch room, pipe ducts (P.D.), planters, potable and flushing transfer water tank and pump and flushing water tank and pump room, refuse storage and material recovery chamber, smoke lobbies, sprinkler inlets, sprinkler water pump room, staircases, telecommunication and broadcasting equipment (T.B.E.) rooms, town gas riser ducts, transformer room, tree pits, vent ducts, water meter cabinets (W.M.C.), automatic metering room, the gondola system (including a tracked telescopic jib gondola or any jib, davit arm, other equipment or device of maintenance), rain water recycling system pump room and estate management office; and
- (b) such other areas and facilities of and in the Land and the Development designated as Development Common Areas and Facilities in accordance with this Deed

which for the purposes of identification only are shown coloured Yellow and Yellow Hatched Black on the DMC Plans and the Elevations of the DMC Plans (insofar as such areas and facilities are identifiable on the DMC Plans), PROVIDED THAT where appropriate, if any parts of the Development other than the Residential Accommodation and the Commercial Accommodation:-

- (i) are covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance and/or
- (ii) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph
   (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance,

then such parts shall have been included as, and shall form part of, the Development Common Areas and Facilities,

but shall exclude the Residential Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy thereof belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

#### "Residential Common Areas and Facilities" means and includes:-

- such areas and facilities of and in the Land and the Development serving exclusively the Residential Accommodation as a whole including the Footpath and Lay-bays Area (insofar as it forms part of the Residential Common Areas and Facilities), the Greenery Areas (insofar as they form part of the Residential Common Areas and Facilities which are for the purpose of identification only shown coloured Green Hatched Black on the Greenery Area Plan of the DMC Plans), the Clubhouse, Curtain Wall, the Private Open Space (insofar as it forms part of the Residential Common Areas and Facilities), A/C platform(s) (not forming part of the Development Common Areas and Facilities), air ducts, corridors, electrical meter cabinets, External Walls of the Residential Accommodation, electrical ducts, guard post, fire service pipe duct (F.S.P.D.), hose reels, lawn, lifts, lift lobbies, lift machine room, lift shafts, pipe ducts (P.D.), pipe wells, planters, potable water riser duct, flushing and potable water tank room, flushing and potable water pump room, reinforced concrete architectural features, refuse storage and material recovery rooms, roof (not forming part of any Unit, communal sky garden, smoke lobbies, staircases, telecommunication facilities, water meter cabinets (W.M.C.), R.C. cover(s) for utility platform below as shown on 18/F plan and 20/F plan of the DMC Plans, R.C. cover for balcony below as shown on 20/F plan of the DMC Plans, metal architectural features as shown on 18/F plan, 20/F plan and 21/F-23/F, 25/F-33/F plan of the DMC Plans, common flat roofs (access and working space for inspection and maintenance of concealed drainage pipes) as shown on 5/F plan, common flat roofs of the DMC Plans and horizontal screen; and
- (b) such other areas and facilities of and in the Land and the Development designated as Residential Common Areas and Facilities in accordance with this Deed

which for the purposes of identification only are shown coloured Green Hatched Black on the Greenery Area Plan of the DMC Plans, Brown and Brown Cross-Hatched Black on the DMC Plans and the Elevations of the DMC Plans (insofar as such areas and facilities are identifiable on the DMC Plans), PROVIDED THAT where appropriate, if any parts of the Residential Accommodation:-

- (i) are covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance and/or
- fall within the categories as specified in the Schedule 1 to the Building Management Ordinance and included under paragraph
   (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance,

then such parts shall have been included as, and shall form part of, the Residential Common Areas and Facilities,

but shall exclude the Development Common Areas and Facilities;

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

Floor	Unit	Undivided Share/Management Share
	A	39
	В	36
5/F	С	54
	D	36
	E	40
	A	42 each
	В	40 each
6/F-12/F (7 storeys)	С	58 each
(1 storeys)	D	36 each
	E	42 each
	A	42 each
	В	40 each
15/F-17/F (3 storeys)	С	58 each
(5 storeys)	D	36 each
	E	42 each
	A	42 each
	В	62 each
18/F-19/F (2 storeys)	С	75 each
(2 storeys)	D	35 each
	E	42 each
	A	92 each
20/F-23/F	В	62 each
(4 storeys)	С	75 each
	D	37 each
	A	92 each
25/F-33/F	В	62 each
(9 storeys)	С	75 each
	D	37 each
	A	102
9 <b>5</b> /5	В	62
35/F	С	75
	D	37
	Sub-total:	6,631

Remark: There is no designation of 4/F, 13/F, 14/F, 24/F and 34/F.

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

The manager for the Development shall be appointed for an initial term of not exceeding two (2) years commencing from the date of the DMC and shall be continued thereafter until terminated in accordance with the provisions of the DMC.

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

Each Owner of a Unit shall contribute towards the management expenses (which shall be based on the budget prepared by the Manager) of the Development in such manner, amount and proportion as provided in the DMC by reference to the Management Shares (as defined in the DMC) allocated to his Unit and the principles provided in the DMC. The number of the Management Shares allocated to a Unit is the same as the number of the Undivided Shares allocated to that Unit.

#### E. Basis on which the management fee deposit is fixed

A sum as security equivalent to  $3/12^{th}$  of the first year's budgeted management expenses payable in respect of the Unit and such security amount shall be non-interest bearing and non-refundable but transferable.

## F. Area (if any) in the Development retained by the Owner for its own use

There is no area in the Development which is retained by the Owner (Urban Renewal Authority) for its own use as referred to in section 14(2) (f) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance (Cap.621).

Note:

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

根據大廈公契及管理協議(「公契」)的最新擬稿:-

#### A. 發展項目的公用部分

「公用地方及設施」指「發展項目公用地方及設施」及「住宅公用地方及設施」;

#### **「發展項目公用地方及設施」**指及包括:

- (a) 該土地及發展項目內擬供發展項目整體公用與共享的地 方及設施,包括該土地內的行人徑及停車處範圍(如果 構成發展項目公用地方及設施的一部分)、行人天橋(如 果構成發展項目公用地方及設施的一部分)、內部行人通 道(如果構成發展項目公用地方及設施的一部分,現於 公契圖則上以黃色間黑斜線顯示,僅供識別 (如果該等 地方及設施可於公契圖則上識別))、私人休憩用地(如 果構成發展項目公用地方及設施的一部分)、該土地內 的斜坡構築物(如有)、空調機平台(不構成住宅公用 地方及設施的一部分)、風管、建築裝飾、電纜立管、 走廊、管道、電線管道、電錶櫃、電力室、緊急發電機 房、外牆 (MPAH (定義見公契內文)、商業樓宇及住宅 樓宇外牆除外)、消防控制房、消防進水口、消防管道、 消防水泵房、消防水箱室、平台 (不構成任何單位的一 部分)、高壓電掣房、喉轆、升降機大堂、低壓電掣房、 水管槽、花槽、食水和沖洗輸送水箱和泵和沖洗水箱和 泵房、垃圾儲存及物料回收房、防煙廊、灑水入口、灑 水泵房、樓梯、電訊及廣播設備室、煤氣立管、變壓器 房、樹坑、通風管道、水錶櫃、自動讀錶房、吊船系統 (包括軌道式伸縮吊臂吊船或任何吊臂、吊船架臂、 其他設備或維修裝置)、雨水循環系統泵房及屋苑管理 處;及
- (b) 按本公契指定為發展項目公用地方及設施的該土地及發展項目其他地方及設施,

現於公契圖則及其中的立面圖上以黃色及黃色間黑斜線顯示,僅供識別(如果該等地方及設施可於公契圖則上識別)。但是於適當情況下,如住宅樓宇及商業樓宇除外的發展項目任何部分:

- (i) 被《建築物管理條例》第2條所載「公用部分」定義第(a) 段所涵蓋;及/或
- (ii) 屬於《建築物管理條例》附表1指定的類別,且被納入《建築物管理條例》第2條所載「公用部分」定義第(b)段,

則該等部分應被納入及構成發展項目公用地方及設施一部分,

但不包括住宅公用地方及設施、發展項目內任何特定業主享 有專屬權與特權持有、使用、佔用和享用的地方和發展項目 內只服務任何特定業主的設施;

#### **「住宅公用地方及設施」**指及包括:

(a) 該土地及發展項目內供住宅樓宇整體專用的地方及設 施,包括行人徑及停車處範圍(如果構成住宅公用地方 及設施的一部分)綠化地帶(如果構成住宅公用地方及設 施的一部分,現於公契圖則的綠化地帶平面圖上以綠色 間黑斜線顯示,僅供識別)、會所、幕牆、私人休憩用地 (如果構成住宅公用地方及設施的一部分)、空調機平 台(不構成發展項目公用地方及設施的一部分)、排風 管、走廊、電錶櫃、住宅樓宇的外牆、電線管道、看更 崗亭、消防管道、平台 (不構成任何單位或發展項目公 用地方及設施的一部分)、喉轆、草地、升降機、升降機 大堂、升降機機房、升降機槽、管道、管井、花槽、食 水立管、沖廁和食水水箱室、沖廁和食水泵房、鋼筋混 凝土建築裝飾、垃圾儲存及物料回收室、天台(不構成 任何單位的一部分)、空中花園、防煙廊、樓梯、電訊設 施、水錶櫃、下層工作平台鋼筋混凝土上蓋(於公契圖 則18樓及20樓平面圖上顯示)、下層露台鋼筋混凝土上蓋

(於公契圖則20樓平面圖上顯示)、公契圖則18樓、20樓、21樓-23樓、25樓-33樓平面圖上顯示的金屬建築裝飾、公契圖則5樓圖上顯示的公用平台(用於檢查和維修隱藏排水管的通道和工作空間)、公用平台和橫向屏障;及

(b) 按本公契指定為住宅公用地方及設施的該土地及發展項目其他地方及設施,

現於公契圖則的綠化地帶平面圖上以綠色間黑斜線、公契圖 則及其中的立面圖以棕色及棕色間黑色交叉斜線顯示,僅供 識別(如果該等地方及設施可於公契圖則上識別)。但是於適 當情況下,如住宅樓宇任何部分:

- (i) 被《建築物管理條例》第2條所載「公用部分」定義第(a) 段所涵蓋;及/或
- (ii) 屬於《建築物管理條例》附表1指定的類別,且被納入《建築物管理條例》第2條所載「公用部分」定義第(b)段,

則該等部分應被納入及構成住宅公用地方及設施一部分,但 不包括發展項目公用地方及設施;

#### B. 分配予發展項目中的每個住宅物業的不分割份數的數目

每個住宅物業獲分配的不分割份數數額請參閱本節以下的「不分割份數分配表」。

樓層	單位	不分割份數/管理份數
	A	39
	В	36
5樓	С	54
	D	36
	E	40
	A	各 42
<b>⊭</b> 조 19.⊭	В	各 40
樓至12樓 (7層)	С	各 58
(1)宵)	D	各 36
	E	各 42
	A	各 42
抽工17抽	В	各 40
5樓至17樓 (3層)	С	各 58
(3)官)	D	各 36
	E	各 42
	A	各 42
⊭云 10 <del> </del> ⊭	В	各 62
樓至19樓 (2層)	С	各 75
(乙)官 /	D	各 35
	Е	各 42
	A	各 92
樓至23樓	В	各 62
(4層)	С	各 75
	D	各 37
	A	各 92
樓至33樓	В	各 62
(9層)	С	各 75
	D	各 37
	A	102
25 to	В	62
35樓	С	75
	D	37
	小計:	6,631

註釋:不設4樓、13樓、14樓、24樓及34樓。

#### C. 發展項目的管理人的委任年期

[信和物業管理有限公司]將獲委任為「發展項目」的管理人, 首屆任期為兩(2)年,由「公契」生效日起開始,其後繼續留 任,直至其委任遵照「公契」條文終止為止。

#### D. 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

每個「業主」須按下列方式分擔預算「管理開支」:

- (a) 每個「單位」「業主」須分擔年度預算第1部分規定的 預算「管理開支」中他的適當部分,該部分相等於他的 「單位」的「管理份數」除以「發展項目」全部「管理 份數」。
- (b) 每個「住宅單位」「業主」須分擔年度預算第2部分規 定的預算「管理開支」中他的適當部分,該部分相等於 他的「住宅單位」的「管理份數」除以所有「住宅單位」 的「管理份數」。

#### E. 計算管理費按金的基準

管理費按金的金額相等於每個「單位」應繳的首年預算「管理開支」十二分之三。

## F. 擁有人在發展項目中保留作自用的範圍(如有的話)

擁有人(市區重建局)在發展項目中並無《一手住宅物業銷售條例》附表1第1部第14(2)(f)條所述之保留作自用的範圍。

#### 註:

詳情請參閱「公契」最新擬稿,「公契」最新擬稿已備存於售樓處在開 放時間免費供閱覽。此外亦可要求並支付必需影印費用獲取「公契」最 新擬稿的副本。

- 1. The Development is constructed on Inland Lot No. 9064 ("lot").
- 2. The lot is granted under the Conditions of Exchange No. 20305 dated 6 June 2017 ("Land Grant") for a term of 50 years commencing from 6 June 2017.
- 3. Special Condition No.(10) of the Land Grant stipulates that: "The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, office, hotel and petrol filling station) purposes."

#### 4. Maintenance

General Condition No.6 of the Land Grant stipulates that:

- "(a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in subclause (b) below 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 Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director."
- 5. Indemnify Government against existing buildings and structures Special Condition No.(2) of the Land Grant stipulates that: "The Grantee acknowledges that as at the date of this Agreement, there are some buildings and structures existing on the lot and undertakes to demolish and remove at his own expense the said buildings and structures from the lot. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence and subsequent demolition and removal of the said buildings and structures and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and subsequent demolition and removal of the said buildings and structures."
- 6. Formation of the Green Area (time limit, manner and purpose) Special Condition No.(5) of the Land Grant stipulates that:

  "(a) The Grantee shall:
  - (i) on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
    - (I) lay and form those portions of future public roads shown coloured green on PLAN I annexed hereto (hereinafter referred to as "the Green Area"); and
    - (II) provide and construct such bridges, tunnels, over passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the

Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

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

(\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)

(ii) on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)

- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered in accordance with Special Condition No. (6) hereof.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (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 Grantee in respect of any such loss, damage, nuisance or disturbance."

#### 7. Possession of the Green Area

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

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

- 8. Restriction on use of the Green Area Special Condition No.(7) of the Land Grant stipulates that: "The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (5) hereof."
- 9. Access to the Green Area for inspection Special Condition No.(8) of the Land Grant stipulates that:
  - "(a) The Grantee shall at all reasonable times while he is in the possession of the Green Area:

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (5) (a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (5)(b) hereof and any other works which the Director may consider necessary in the Green Area;
- permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cableducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition."

### 10. Building covenant

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

"The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December 2023\*\*."

(\*\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, the completion date of the development of the lot referred to in Special Condition No. (9) of the Land Grant (i.e. building covenant) shall be amended to 30 June 2024 to replace 31 December 2023, and the completion dates in Special Conditions Nos. (5)(a), (17)(a), (20)(a) and (22)(a) of the Land Grant shall be accordingly amended to 30 June 2024.)

### 11. Preservation of trees

Special Condition No.(11) 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."

#### 12. Landscaping

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

"(a) The Grantee shall at his own expense submit to the Director of Planning for his approval a landscape master 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. No site formation works shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (11) hereof.

- (b) (i) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas, the Internal Pedestrian Walkway to be provided under Special Condition No. (16) hereof and such other information as the Director of Planning may require.
  - (ii) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
  - (iii) Not less than 50% of the 20% referred to in sub-clause (b) (ii) 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 of Planning at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot
  - (iv) The decision of the Director of Planning on which landscaping works proposed by the Grantee constitutes the said 20% referred to in sub-clause (b)(ii) of this Special Condition shall be final and binding on the Grantee.
  - (v) The Director of Planning at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.
- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense keep and maintain 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, if so required by the Director, be designated as and form part of the Common Areas referred to in Special Condition No. (30)(a)(v) hereof."

### 13. Development conditions

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

"Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6 hereof) of the lot or any part thereof:

- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c) (i) the total gross floor area of any building or buildings erected or to be erected on the lot shall not exceed 9,283 square metres;
  - (ii) out of the total gross floor area stipulated in sub-clause (c)

- (i) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on the lot designed and intended to be used:
- (I) for private residential purposes shall not be less than 4,697 squares metres and shall not exceed 7,828 square metres; and
- (II) for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes shall not exceed 1,455 square metres, part of which shall be for the purpose of the Multi-Purpose Activities Hall referred to in Special Condition No. (19) hereof;
- (d) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 142 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may approve, provided that with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit; and
- (e) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than the demolition and removal works referred to in Special Condition No. (2) hereof, ground investigation and site formation works) shall be commenced on the lot until such approval shall have been obtained. For the purpose of these Conditions, "building works", "ground investigation" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."

#### 14. Building set back

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

- "(a) Except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the areas respectively shown coloured pink cross-hatched green on PLAN I annexed hereto (hereinafter referred to as "the Pink Cross-hatched Green Area") and pink cross-hatched green stippled black on PLAN I annexed hereto (hereinafter referred to as "the Pink Cross-hatched Green Stippled Black Area") at the ground level or levels or within the air space extending upwards from the ground level or levels of the Pink Cross-hatched Green Area or the Pink Cross-hatched Green Stippled Black Area to a height of 15 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level or levels shall be final and binding on the Grantee.
- (b) Sub-clause (a) of this Special Condition is without prejudice to the obligations of the Grantee in Special Condition Nos. (17)(a), (20)(a) and (22)(b)(i) hereof."

## 15. Internal Pedestrian Walkway

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

- "(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as may be required or approved by the Director (hereinafter referred as "Internal Pedestrian Walkway").
- (b) The Internal Pedestrian Walkway shall be constructed and designed so as to link up the Footbridge referred to in Special Condition No. (17)(a) hereof and the Public Open Space referred to in Special Condition No. (22)(a) hereof.

- (c) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the Internal Pedestrian Walkway in good and substantial condition and repair to the satisfaction of the Director.
- (d) The Grantee shall throughout the term hereby agreed to be granted keep the Internal Pedestrian Walkway open for the use by the public 24 hours a day or at such other period as may be approved by the Director free of charge without any interruption."

#### 16. Construction of footbridge

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

- "(a) The Grantee shall on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director at the Grantee's own expense and in all respects to the satisfaction of the Director construct and provide:
  - one single storey footbridge (hereinafter referred to as "the Footbridge") together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Footbridge) as shall be required or approved by the Director, in the position shown and marked "PROPOSED FOOTBRIDGE" on PLAN I annexed hereto or at such other position as shall be designated by the Director so that the Footbridge can be connected to all that piece or parcel of ground now known and registered in the Land Registry as Inland Lot No. 9038 or any building or buildings erected thereon. The Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require. The Footbridge shall have a minimum clear internal width of 2 metres and a minimum 5.1 metres vertical clearance over the pavement or at such other dimensions as may be approved by the Director; and
  - (ii) in the building or buildings to be erected upon the lot supports and connections to such specifications and at such points and at such levels as shall be required and approved by the Director for the Footbridge so that the construction of the Footbridge can be carried out thereon and that pedestrian access can be gained over the Footbridge into and from the Internal Pedestrian Walkway.

(\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)

- (b) In the event of the non-fulfilment of the Grantee's obligation under sub-clauses (a) and (e) of this Special Condition within the said time limit specified by the Director, the Government may carry out the necessary construction or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the right of entry conferred under this sub-clause (b), and no claim whatsoever shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (c) (i) The Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

- (ii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Grantee shall not do or permit or suffer to be done in the Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (iv) The Grantee shall at all reasonable times during the day and night throughout the period or such other period of time as may be approved by the Director during which the Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Footbridge.
- (d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Footbridge.
- (e) Throughout the term hereby agreed to be granted the Grantee shall at his own expense manage and maintain the Footbridge in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (f) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridge or a part or parts thereof with such design, materials and at such width, levels and positions as the Director shall approve or require.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition No. (16)(d) hereof and sub-clause (c)(iv) of this Special Condition neither the Grantee intends to dedicate nor the Government consent to any dedication of the Internal Pedestrian Walkway or the Footbridge to the public for the right of passage.
- (h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in Special Condition No. (16)(d) hereof and sub-clause (c)(iv) 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 Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor."

#### 17. The Multi-Purpose Activities Hall

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

(a) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot a multi-purpose activities hall (hereinafter referred to as "the Multi-Purpose Activities Hall") with a total gross floor area of not less than 1,260 square metres including ancillary accommodation and facilities in it.

- (ii) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain and manage the Multi-Purpose Activities Hall and the ancillary accommodation and facilities in it in good and substantial condition and repair to the satisfaction of the Director.
- (b) Except for a building mortgage as provided in Special Condition No. (28)(d) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Multi-Purpose Activities Hall and the ancillary accommodation and facilities in it or any part or parts thereof or the undivided shares allocated thereto or any interest therein or enter into any agreement so to do.
- (c) For the avoidance of doubt, this Special Condition shall not be construed as prohibiting the Grantee from entering into management agreements for the operation of the Multi-Purpose Activities Hall or any of the ancillary accommodation and facilities in the Multi-Purpose Activities Hall or from permitting the use of any part or parts of the Multi-Purpose Activities Hall by way of licences.
- (d) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns."
- 18. Formation of the Footpath and Lay-bys Area Special Condition No.(20) of the Land Grant stipulates that:

"(a) The Grantee shall:

- (i) on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director, at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to satisfaction of the Director:
  - (I) lay and form footpath and lay-bys within the Pink Cross-hatched Green Stippled Black Area (hereinafter referred to as "the Footpath and Lay-bys Area");
  - (II) provide and construct such culverts, sewers, drains, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the said Structures"); and
  - (III) provide two lay-bys each measuring not less than 2.75 metres in width at the ground level of the Footpath and Lay-bys Area for the picking up and setting down of passengers from motor vehicles (including taxis);

so that vehicular and pedestrian traffic may be carried on the Footpath and Lay-bys Area;

- (\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)
- (ii) on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Footpath and Lay-bys Area and provide the same with such gullies, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
  - (\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)
- (iii) at all times manage and maintain at his own expense the Pink Cross-hatched Green Stippled Black Area together with the said Structures and all structures, surfaces, gullies, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director.

- (b) The Grantee shall at all reasonable times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Footpath and Lay-bys Area.
- (c) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein or as required in an emergency, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (d) The Government, the Director, his officers, contractors and any other persons authorized by it or him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers and persons by the Grantee in respect of any such, loss, damage, nuisance or disturbance.
- (e) (i) The Grantee shall, after the works referred to in sub-clauses (a)(i) and (a)(ii) of this Special Condition have been completed to the satisfaction of the Director, permit all members of the public at all times during day and night for all lawful purposes freely and without payment of any nature whatsoever to use the lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) and to exercise the right of vehicular access as permitted under sub-clause (e)(ii) of this Special Condition, and to pass and repass on foot or by wheelchair along, to, from, through and over the Footpath and Lay-bys Area.
  - (ii) For the purpose of picking up and setting down of passengers from motor vehicles (including taxis) as stipulated in sub-clause (e)(i) of this Special Condition, the Grantee shall have the right of ingress or egress to or from the Footpath and Lay-bys Area for the passage of motor vehicles between the points X and Y through Z shown and marked on PLAN I annexed hereto.
  - (iii) The Government or the Director or its authorized officers shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (e)(i) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (e)(i) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Footpath and Lay-bys Area or any part or parts thereof to the public for the right of passage.
- (g) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e)(i) 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 Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (13)(c) hereof, there shall not be taken into account the lay-bys provided within the lot in accordance with sub-clause (a)(i)(III) of this Special Condition.
- (i) The lay-bys provided within the lot in accordance with sub-clause (a)(i)(III) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (30)(a)(v) hereof."

#### 19. Vehicular access

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

"Except as provided under Special Condition No. (20)(e)(ii) hereof, the Grantee shall have no right of ingress or egress to or from the lot for the passage of motor vehicles. Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Grantee shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed."

#### 20. The Public Open Space

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

- The Grantee shall on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot a public open space which shall not be less than 300 square meters and shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials, in such design and with such equipment and facilities, including such facilities for the passage of wheelchairs as may be required or approved by the Director (hereinafter referred to as "the Public Open Space").
  - (\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)
  - (ii) No building works (other than the demolition and removal works referred to in Special Condition No. (2) hereof, ground investigation and site formation works) shall be commenced on the lot until the location and design of the Public Open Space has been approved by the Director in writing.
  - (iii) The Grantee shall throughout the term hereby agreed to be granted at his own expense, maintain, manage, repair and clean the Public Open Space in good and substantial repair and condition and keep the same in a safe, clean, neat, tidy and healthy condition in all respects to the satisfaction of the Director.
  - (iv) The Grantee shall after the completion of the construction of the Public Open Space in compliance with sub-clause (a)(i) of this Special Condition permit all members of the public at all times during day and night or within such time as the Director may at his sole discretion require, for all lawful purposes to pass and repass on, along, over, by and through and to enjoy the Public Open Space freely and without payment of any nature whatsoever.
  - (v) Except with the prior written approval of the Director, the Grantee shall allocate to the Public Open Space a number of undivided shares in the lot which in the opinion of the Director is appropriate in the DMC referred to in Special Condition No. (30) hereof.

- (vi) Notwithstanding anything to the contrary herein contained, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Public Open Space or any part thereof or any interest therein or enter into any agreement so to do except for a building mortgage as provided in Special Condition No. (28)(d) hereof.
- (vii) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall be under no liability whatsoever to the Grantee in respect of any loss, damage, nuisance, disturbance, death or injury of whatsoever nature caused to or suffered by the Grantee arising out of or incidental to the use of the Public Open Space by members of the public under sub-clause (a)(iv) of this Special Condition and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance, disturbance, death or injury.
- (viii) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, losses, damages, charges and demand of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, provision, use, repair, maintenance and management of the Public Open Space.
- The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps and lightings for disabled persons as the Director at his absolute discretion may require) (hereinafter collectively referred to as "the Pedestrian Way") within the Public Open Space and within the Pink Cross-hatched Green Stippled Black Area at the positions between the points shown and marked "T" and "U" on PLAN I annexed hereto or such other positions, in such manner, with such materials, of not less than 2.75 metres in width or such other dimensions and to such standards, levels, alignment and designs as shall be required or approved by the Director. The Pedestrian Way shall follow the shortest possible routes so as to link up Staveley Street and Gage Street.
  - (ii) The Grantee shall throughout the term hereby agreed to be granted manage and maintain at his own expense the Pedestrian Way in good and substantial condition and repair in all respects to the satisfaction of the Director.
  - (iii) The Grantee shall upon completion of the construction of the Pedestrian Way in accordance with sub-clause (b)(i) of this Special Condition and thereafter throughout the term hereby agreed to be granted keep the Pedestrian Way open for the use by all members of the public for passage on foot or by wheelchair 24 hours a day or at such other hours as may be approved by the Director free of charge and without any interruption for gaining access from Staveley Street to Gage Street and vice versa through the Pedestrian Way.
  - (iv) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfillment of the Grantee's obligations under sub-clause (b)(iii) of this Special Condition, and no claim whatsoever shall be made against it or them in respect of any such loss, damage, nuisance or disturbance.
- (c) (i) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clauses (a)(iv) and (b)(iii) of this Special Condition neither the Grantee intends to dedicate nor the Government

- consents to any dedication of the Public Open Space or the Pedestrian Way to the public for the right of passage.
- (ii) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clauses (a)(iv) and (b)(iii) 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 Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (iii) Prior to any assignment or disposal of the lot or any part thereof or any interest therein or any building or part of the building thereon or entering into any agreement so to do, the Grantee shall at his own expense deliver to the Director a written guarantee whereby the Grantee unconditionally and irrevocably:
  - (I) guarantees the performance of his obligations under this Special Condition; and
  - (II) indemnifies and shall keep indemnified the Government against all losses, damages, costs, charges, expense and liabilities which may be incurred by the Government by reason of or arising out of any breach or non-performance of any of his obligations under this Special Condition.

The written guarantee shall be subject to the laws of Hong Kong and shall be in a form to be approved by the Director.

- (iv) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns.
- (v) For the purpose of calculating the total gross floor areas stipulated in Special Condition No. (13)(c) hereof, there shall not be taken into account the Public Open Space provided in accordance with this Special Condition including such part of the Pedestrian Way within it."

## 21. The Private Open Space

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

- "(a) In addition to provision of the Public Open Space, the Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct, provide within the lot a private open space which shall have an area of not less than 460 square metres or such other area as may be approved by the Director (hereinafter referred to as "the Private Open Space").
- (b) The Private Open Space shall be located, formed, serviced, landscaped, planted, treated and provided in such manner with such equipment and facilities as the Director may require and in all respects to his satisfaction.
- (c) The Private Open Space shall not be used for any purpose other than recreational purposes for the common use and benefit of all the residents and occupants of the building or buildings erected on the lot and their bona fide guests or visitors.
- (d) The Private Open Space shall be designated as and form part of the Common Areas referred to in Special Condition No. (30)(a) (v) hereof."

#### 22. Recreational facilities

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

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

- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (13)(c) hereof, subject to Special Condition No. (39)(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 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 calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
  - the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (30)(a)(v) hereof;
  - (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
  - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons."
- 23. Office accommodation for watchmen and caretakers Special Condition No.(25) of the Land Grant stipulates that:
  - "(a) Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
    - such accommodation is in the opinion of the Director essential to the safety, security and good management of the residential building or buildings erected or to be erected on the lot;
    - (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
    - (iii) the location of any such accommodation shall first be approved in writing by the Director.
  - (b) (i) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (13)(c) hereof, subject to Special Condition No. (39)(d) hereof, there shall not be taken into account office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below:
    - (I) 0.2% of the total gross floor area of the building or buildings erected or to be erected on the lot for private residential purposes; or
    - (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation, and for the purpose of these Conditions, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Grantee.

Any gross floor area in excess of the lesser of (I) or (II) above shall be taken into account for such calculation.

(ii) In calculating the total gross floor area of the building or buildings erected or to be erected on the lot referred to in sub-clause (b)(i)(I) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance

with these Conditions as to which the decision of the Director shall be final and binding on the Grantee.

(c) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (30)(a)(v) hereof."

#### 24. Quarters for watchmen and caretakers

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

- "(a) Quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
  - such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
  - (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (13)(c) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.
- (c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (30)(a)(v) hereof."
- 25. Owners' Corporation or Owners' Committee Office Special Condition No.(27) of the Land Grant stipulates that:
  - "(a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that:
    - (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
    - (ii) the location of any such office shall first be approved in writing by the Director.
  - (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (13)(c) hereof, subject to Special Condition No. (39)(d) hereof, office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculation.
  - (c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (30) (a)(y) hereof."
- 26. Deed of Mutual Covenant incorporating Management Agreement (if any)

Special Condition No.(30)(c) of the Land Grant stipulates that: "The DMC must:

(i) not contain provisions which would in any way prohibit, prevent, hinder or prejudice the establishment or operation of residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHE"), or residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance, any regulations made thereunder and any amending or replacing legislation (hereinafter referred to as "RCHD"), or the use of the lot or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD; and

(ii) provide a provision to the effect that no provision in the DMC shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD or the use of the lot or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD."

#### 27. Restriction on partitioning

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

"The Grantee shall not, without the prior written consent of the Director, partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof or any section which has been partitioned with the prior written consent of the Director under this Special Condition. Where the lot has been partitioned with such consent, the provisions in Special Condition No. (30) hereof shall be applicable to each of the sections so partitioned with the references to "the lot" under the said Special Condition being replaced and substituted by the relevant section."

#### 28. Set back

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

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

#### 29. Cutting away

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

- "(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (32) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or

fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges."

#### 30. Anchor maintenance

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

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

#### 31. Spoil or debris

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

- "(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof."

### 32. Damage to Services

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

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

thereof and the Green Area or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

#### 33. Construction of drains and channels

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

- "(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

#### 34. No grave or columbarium permitted

Special Condition No.(40) 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."

#### 35. Right of access to water mains within the lot

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

- "(a) The Water Authority, its officers, officers of other Government departments designated by the Water Authority, contractors, licencees, workmen whether employed by the Water Authority or by other designated Government departments or by contractors or licencees, whether with or without tools, equipment, plant, machinery or motor vehicles, shall have the right of unrestricted ingress, egress and regress to and from the lot or any part thereof for the purpose of inspecting, operating, maintaining, repairing and renewing the existing Government water mains shown by red lines marked on PLAN I annexed hereto.
- (b) Neither the Water Authority nor any of the classes of person referred to in sub-clause (a) of this Special Condition shall incur or be under any liability whatsoever to the Grantee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the said right of ingress, egress and regress conferred under sub-clause (a) of this Special Condition and no claim whatsoever shall be made by the Grantee in respect of any loss, damage, nuisance or disturbance."

#### Note:

For the purpose of this section, "Director" means the Director of Lands; "Hong Kong" means "Hong Kong Special Administrative Region"; "Government" means the Government of Hong Kong; "Grantee" means Urban Renewal Authority and its successors and assigns; "these Conditions" means and includes the General and Special Conditions in the Land Grant.

For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

- 1. 該發展項目興建於內地段第9064號(「該地段」)。
- 2. 該地段乃根據2017年6月6日第20305號換地條件批出(「批 地文件」),該地段的批地年期由2017年6月6日起計50年。
- 3. 批地文件特別條件第(10)條規定:

"該地段或其任何部分或在該地段或其任何部分上已建或擬建的任何建築物不能用作非工業(不包括倉庫、寫字樓、酒店及加油站)用途以外的任何其他用途。"

#### 4. 保養

批地文件一般條件第6條規定:

- "(a) 承授人須在整個租期期間按此等條件對已建或重建 建築物(該詞指本一般條件(b)款預期的重建):
  - (i) 按經批准的設計、配置及任何經批准圖則保養 一切建築物,不得對其作出修訂或更改;及
  - (ii) 保養按此等條件已建或今後按任何修訂合同興 建的一切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交還為止。
- (b) 倘若在租期的任何時候清拆當時在該地段或其中任何部分上面的任何建築物,承授人須興建相同類型和不少於其總樓面面積的品質良好的建築物或署長批准的類型及價值的建築物作為代替。如果進行上述清拆,承授人須在上述清拆的一個曆月內向署長申請其同意進行重建該地段的建築工程。當收到上述同意後必須在三個曆月內開展重建的必要工程及在署長規定的期限內完成,使署長滿意。"
- 5. 對現有建築物和構築物向政府進行彌償

批地文件特別條件第(2)條規定:

"承授人確認於本協議訂立日在該地段內現存一些建築物和構築物,並保證自費拆除或移走該地段上的上述建築物和構築物。政府對於上述建築物和構築物的存在及隨後的拆除對承授人造成或遭受的任何損失、滋擾或干擾概不承擔任何責任或義務,承授人須對政府因上述建築物和構築物的存在及隨後的拆除或移走而遭受的一切直接或間接有關的債務、索償、費用、要求、訴訟或其它司法程序向政府進行賠償。"

6. 綠色區域的平整 (期限、方式及目的)

批地文件特別條件第(5)條規定:

- "(a) 承授人須:
  - (i) 於2023年12月31日\*或之前(或署長可能批准的其他延長期間)內,自費按署長批准的方式、 材料、標準、水平、定線及設計,全面達至署 長滿意:
    - (I) 鋪設及平整夾附於批地文件的圖則I上以 綠色顯示的未來公用道路部分(以下簡稱 「綠色區域」);及
    - (II) 按署長全權酌情要求,提供及建造橋樑、 隧道、上跨路、下通道、暗渠、高架道路、 天橋、行人路、道路或其他構築物(以下 統稱「該等構築物」)

以便於綠色區域建造建築物和供車輛及行人 往來;

- (\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)
- (ii) 於2023年12月31日\*或之前或署長可能批准的其他日期,自費在綠色區域鋪設路面、鋪路緣及管道,並為其提供署長可能要求的集水溝、污水渠、排水渠、消防龍頭連同接駁至總喉的喉管、街燈、交通標誌、街道設施、路面標記,使署長滿意;及
  - (\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)
- (iii) 自費保養綠色區域連同該等構築物及在該區域 建造、安裝及提供的所有構築物、路面、集水 溝、污水渠、排水渠、消防龍頭、服務設施、 街燈、交通標誌、街道設施、路面標記及植物, 使署長滿意,直至綠色區域根據本批地文件之 特別條件第(6)條已交還政府管有。
- (b) 倘若承授人未能在署長規定的時限內履行其在本特別條件(a)款的義務,政府可進行必要的工程,費用一概由承授人負責,承授人須在政府要求時向政府支付相等於該等費用的金額,該金額由署長決定,其決定為最終決定並對承授人具有約束力。
- (c) 政府對於承授人履行其在本特別條件(a)款的義務或政府行使本特別條件(b)款賦予的權利所產生或附帶造成承授人或任何其他人士蒙受的任何損失、損害、滋擾或干擾,毋須承擔任何責任,而承授人不能就任何該等損失、損害、滋擾或干擾向政府提出任何索償。"

#### 7. 綠色區域的管有

批地文件特別條件第(6)條規定:

"僅為了進行本批地文件之特別條件第(5)條指定的必要工程,承授人須於本協議訂立日獲授予綠色區域的管有權。綠色區域須於政府要求時交還政府,而在任何情況下,承授人在署長發出一封表示此等條件已在其滿意下獲得遵循的函件日期當作已交還政府。承授人須於其管有綠色區域的所有合理時間,准許所有政府及公共車輛及行人免費進入、通過及經過綠色區域,並確保該項通行權不受進行的工程干擾或阻礙,不論是按照本批地文件之特別條件第(5)條或其他規定進行的工程。"

8. 使用綠色區域的限制

批地文件特別條件第(7)條規定:

"未經署長事先書面同意,承授人不得將綠色區域用作儲存物件或搭建任何臨時構築物,或用作進行本批地文件之特別條件第(5)條指明的工程以外之任何用途。"

9. 進入綠色區域進行視察

批地文件特別條件第(8)條規定:

- "(a) 承授人須於管有綠色區域期間的所有合理時候:
  - (i) 准許政府、署長、其官員、承辦商、代理人及 獲署長授權的任何人士有權出入、來回及通過 該地段及綠色區域,以便視察、檢查及監督遵 照本批地文件之特別條件第(5)(a)條規定進行的 任何工程,和進行、視察、檢查及監督本批地 文件之特別條件第(5)(b)條規定的工程及任何其 他署長認為於綠色區域必要的工程;
  - (ii) 在政府或相關公用事業公司要求時,准許政府 和相關公用事業公司有權出入、來回及通過該

#### SUMMARY OF LAND GRANT

#### 批地文件的摘要

地段及綠色區域,旨在綠色區域或任何毗連土 地之內、之上或之下進行任何工程,包括但不 限於鋪設及其後保養所有喉管、電線、管道、 電纜槽及擬為該地段或任何毗連或毗鄰土地或 場所提供電話、電力、煤氣(如有)及其他設施 所需的其他傳導媒介及附帶設備。承授人須就 以上在綠色區域內進行的任何所述工程的所有 相關事宜,與政府及獲其授權的相關公用事業 公司充分合作;及

- (iii) 在水務監督的官員及獲其授權的人士要求時, 准許他們有權出入、來回及通過該地段及綠 色區域,以便進行任何有關綠色區域內任何 其他水務設施的運作、保養、維修、更換及 改動工程。
- (b) 倘因政府、署長、其官員、承辦商、代理及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司行使本權利所引起或附帶造成承授人或任何其他人士蒙受任何損失、損害、滋擾或干擾,政府、署長、其官員、承辦商、代理及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司概不承擔任何責任。"

#### 10. 建築契諾

批地文件特別條件第(9)條規定:

"承授人須開發該地段,在該地段上興建的一座或多座建築物 須在一切方面符合此等條件及目前或任何時候在香港生效的 有關建築、衛生及規劃之一切條例、附例及規例,並於2023 年12月31日\*\*或之前完工和使其適合佔用。"

(\*\*根據港島西區及南區地政處於2020年7月3日發出的信件, 批地文件特別條件第(9)條提及地段發展的完工日期(即建築 契諾)須修改為2024年6月30日以取代2023年12月31日, 以及批地文件特別條件第(5)(a),(17)(a),(20)(a)及(22)(a)條內 的完成日期須相應地修改為2024年6月30日。)

#### 11. 樹木保護

批地文件特別條件第(11)條規定:

"未經署長事先書面同意,不得移除或干擾該地段或毗連土 地內生長的樹木。署長在發出書面同意時,對於樹木進行移 植、補償性景觀美化工程或再植,附加他認為合適的條件。"

#### 12. 園景

批地文件特別條件第(12)條規定:

- "(a) 承授人須自費向規劃署署長遞交園景設計總圖,表明擬遵照本特別條件(b)款規定在該地段提供園景工程的位置、規劃及佈局以取得批准。在園景設計總圖未獲書面批准之前,如有要求,在本批地文件之特別條件第(11)條所規定的保護樹木草案同意之前,該地段或其任何部分上的地盤平整工程不得開展。
- (b) (i) 園景設計總圖比例須在1:500以上,並須載有包括現有樹木調查及處理、地盤佈局和平整水準、建築物發展效果圖,園景工程及種植花木的示意佈局,遵照本批地文件之特別條件第(16)條規定提供的內部行人通道園景草案資訊及規劃署署長可能要求的其它資訊。
  - (ii) 該地段須有不少於20%面積種植樹木、灌叢或 其他植物。
  - (iii) 本特別條件(b)(ii) 款所載的20%面積中,須有不少於50%(以下簡稱「綠化範圍」)設於規劃署署長全權酌情決定的位置或水平,以確保綠化

範圍在行人視線之內或可供進入該地段的任何 人士或人等通行。

- (iv) 規劃署署長就承授人所建議園景工程是否如本 特別條件(b)(ii) 款所述 20% 面積所作的決定將作 終論及對買方有約束力。
- (v) 規劃署署長可全權酌情接納承授人建議取代 種植樹木、灌叢或其他植物的其他非種植綠 化特色。
- (c) 承授人須按照經批准園景設計總圖,自費在該地段進行園景工程,全面達至署長滿意,如非事前獲署長書面同意,不得對經批准的園景設計總圖作任何修改、更改、改動、改變或取代。
- (d) 其後,承授人須自費保養和維修園景工程,以維持 其安全、清潔、整齊、整潔及健康狀態,全面達致 署長滿意。
- (e) 如果署長要求,根據本特別條件進行園景工程的區域須被指定為並構成本批地文件之特別條件第(30) (a)(v)條所指公用地方的一部份。"

#### 13. 發展條件

批地文件特別條件第(13)條規定:

"受此等條件規限,該地段或其任何部分上的發展或重建(僅指本批地文件之一般條件第(6)條所述重建項目):

- (a) 該地段上已建或擬建的任何建築物須在各方面符合建築 物條例、據其制定的任何規例或其任何修訂法例的規定;
- (b) 在該地段或其任何部分或在此等條件規定地段之外的任何區域建造任何建築物或任何發展項目或使用地段或其任何部分或此等條件規定的地段之外的任何區域不能在任何方面違反《城市規劃條例》、據其制定的任何規例或修訂法例;
- (c) (i) 本地段上已建或擬建的任何建築物的總面積不得超過9,283平方米;
  - (ii) 在本特別條件(c)(i) 款規定的總樓面面積中,該 地段上已建或擬建的任何建築物的總樓面面積 設計和擬用於以下目的:
    - (I) 私人住宅用途的總面積不少於4,697平方 米和不多於7,828平方米;及
    - (II) 非工業用途(不包括私人住宅、倉庫、寫字樓、酒店及加油站)不多於1,455平方米,其中部分為特別條件第(19)條規定的多用途活動會堂;
- (d) 該地段上已建或擬建任何建築物或其它構築物的任何部分包括該等建築物或構築物的任何附著物或配件總體不得超過香港主水平基準之上142米的高度,或署長全權酌情批准的其它高度限制,如經署長的事前書面批准,機房、冷氣機、水箱、梯屋及類似屋頂構築物可置於建築物頂並超過上述高度限制;及
- (e) 該地段上已建或擬建建築物的設計及規劃須經署長書面 批准,未獲批准之前該地段上的任何建築物工程(本批 地文件之特別條件第(2)條所述拆除和移走工程,土地勘 測和地盤平整工程除外)不得開展。就此等條件而言, "建築工程"、"土地勘察"和"地盤平整工程"按照《建 築物條例》、據其制定的任何規例及其修訂法例定義。"

#### 14. 建築物後移

批地文件特別條件第(14)條規定:

- "(a) 除須經署長事先書面批准並符合其施加的任何條件,包括支付可能要求的行政費用和地價外,不得在本批地文件附圖則I以粉紅色加綠色交叉線所示區域(以下簡稱「粉紅色加綠色交叉線加黑點(以下簡稱「粉紅色加綠色交叉線加黑點區域」)的地面或從粉紅色加綠色交叉線區域或粉紅色加綠色交叉線加黑點區域地面起向上至15米高之空域內搭建或建造任何建築物、構築物或建築物或構築物的支撐物或伸展物。就本特別條件而言,署長對於何謂地面的決定是最終決定並對承授人具有約束力。
- (b) 本特別條件(a)款不影響承授人在本批地文件之特別條件第(17)(a)條、(20)(a)條和(22)(b)(i)條的義務。"

#### 15. 內部行人通道

批地文件特別條件第(16)條規定:

- "(a) 承授人須自費根據本特別條件(b)款規定依據署長可能要求或批准的位置、方式、材料及標準、水平、路線和設計鋪設、構建、提供、建造和平整獨立的行人道或路徑(包括署長全權酌情要求的樓梯、斜坡、照明和扶手電梯)(以下簡稱「內部行人通道」)。
- (b) 建造和設計的內部行人通道須與本特別條件第(17) (a)條規定的行人天橋和本特別條件第(22)(a)條規定 的公眾休憩用地連接。
- (c) 承授人須在整個租約期間自費保持並維護內部行人 通道處於良好堅固狀態,使署長滿意。
- (d) 承授人須在整個租期期間保持內部行人通道每天24 小時或在署長批准的其它時間內免費不受干擾向公 眾開放。"

### 16. 建造行人天橋

批地文件特別條件第(17)條規定:

- "(a) 承授人須於2023年12月31日\*或之前或署長批准的 其它期限自費建造提供,令署長完全滿意:

  - (ii) 在擬建於該地段上的建築物內,支撐物和連接物須符合署長對行人天橋的規定或批准的規格、 地點、水平,以便行人天橋能順利建造、行人 能順利通過行人天橋出入內部行人通道。

(\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)

- (b) 倘若承授人未能在署長規定的上述期限內完成本特別條件(a)和(e)款規定的義務,政府可開展必要的施工或保養工程,費用由承授人承擔,承授人將在政府要求時向政府支付等同於該費用的金額,該金額由署長確定且是最終決定並對承授人具有約束力。為了開展上述工程,政府、其官員、代理人、承辦商、工人或其他正式授權人士有權在任何合理時間內自由及不受阻礙地進入該地段或其任何部分及其任何已建或擬建建築物。政府、其官員、代理人、承辦商、工人或其他正式授權人士對於因行使本條所賦予的出入權力而引致或附帶使承授人遭受的任何損失、損害、滋擾或干擾不承擔任何責任。承授人不得因任何損失、損害、滋擾或干擾向其提出任何索償。
- (c) (i) 該行人天橋只能用於供任何公眾人士步行或乘 坐輪椅通過之用途。
  - (ii) 承授人不得使用或許可或允許他人使用該行人 道內外之任何部分做廣告或展示任何標牌、通 知或展板,除非經過署長批准或要求。
  - (iii) 承授人不得做出或許可或允許他人在行人天橋 上做出任何事情,以致滋擾、打擾或對通過行 人天橋下面的任何人或車輛或對鄰近地段或物 業的任何業主或佔有人造成不便或損害。
  - (iv) 承授人須在行人天橋存在的整個期間或署長批准的其它時期之白天或晚上合理時間內允許所有公眾人員士為一切合法目的自由免費步行或乘坐輪椅上下、通過及反復來回、穿過該行人天橋。
- (d) 承授人須對承授人、其員工、工人和承辦商在行人 天橋施工、更改、維修和保養中之作為、不作為、 任何事情所引致的一切責任和一切訴訟、司法程序、 費用、索償、開支、損失、損害、收費及任何性質 的要求彌償政府、其官員、代理人、承辦商、工人 或其他正式授權人士。
- (e) 在整個批地年期,承授人須自費管理並保持該行人 天橋處於良好及修繕妥當狀態,令署長全面滿意。
- (f) 倘若該地段或其任何部分進行重建,該行人天橋或 其任何部分需 要拆除,承授人須在署長規定的期限 內,自費按照署長批准或要求的設計、材料及寬度、 水平和位置,建造完成新的行人天橋或其部分,使 署長滿意。
- (g) 特此明確同意、聲明及訂明,根據本批地文件之特別條件第(16)(d)條及本特別條件(c)(iv)款規定對承授人施加的義務並非指承授人擬奉獻或政府同意將該內部行人通道或行人天橋撥供給公眾享有其通行權。
- (h) 特此明確同意並聲明,本批地文件之特別條件第(16) (d)條及本特別條件(c)(iv)款所載承授人的義務不得期 望或要求獲得新增上蓋面積或地積比有關的寬免或權 利,不論是依據《建築物(規劃)規例》第22(1)條 規定及其任何修訂條款、替代條款或其他規定。為免 生歧義,承授人明確放棄依據《建築物(規劃)規例》 第22(1)條規定及其任何修訂條款、或替代條款規定 有關新增上蓋面積或地積比的一切索求。"

### 17. 多用途活動會堂

批地文件特別條件第(19)條規定:

"(a) (i) 承授人須自費在該地段搭建、建造、提供一個 多用途活動會堂(以下簡稱「多用途活動會 堂」),使署長滿意,其總樓面面積不少於1,260 平方米,並包括附屬樓宇及設施在內。

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#### 批地文件的摘要

- (ii) 承授人須在整個批地年期自費維護並管理該多 用途活動會堂及其附屬辦公地方及設施處於良 好及修繕妥當狀態,使署長滿意。
- (b) 除本批地文件之特別條件第(28)(d)條規定的建築物 按揭外,承授人不得轉讓、按揭、抵押、批租、分 租、放棄管有權或以其它方式處理或妨礙多用途活 動會堂及附屬辦公地方及和設施或其任何部分或分 配的不可分割份數或其任何權益或簽署此類協議。
- (c) 為免生歧義,本特別條件不得詮釋為禁止承授人為 多用途活動會堂或其附屬樓字和設施的運行簽署管 理協議,或允許其通過特許方式使用多用途活動會 堂的任何部分。
- (d) 僅就本特別條件而言, "承授人"一詞不包括其受讓人。"

#### 18. 行人徑及停車處範圍的構建

批地文件特別條件第(20)條規定:

#### "(a) 承授人須:

- (i) 於2023年12月31日\*或之前或在署長批准的其 它日期按照署長批准的方式、材料、標準、水 平、定線及設計自費,使署長全面滿意:
  - (I) 在粉紅色加綠色交叉線加黑點區域鋪設行 人徑及停車處範圍(以下簡稱「行人徑及 停車處範圍」);
  - (II) 提供、建造暗渠、污水渠、排水渠、路面、 道路或署長全權酌情要求的其它構築物 (以下統稱為「上述構築物」);及
  - (III) 在行人徑及停車處範圍地面提供兩個停車 處範圍,每個寬度不小於2.75米,用於汽 車(包括的士)上落乘客;

以便車輛和行人交通可在行人徑及停車處範圍 上通行;

(\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)

(ii) 於2023年12月31日\*或之前或在署長批准的其它日期,自費在行人徑和停車處範圍鋪設路面、路緣及管道,並提供署長可能要求的集水溝、消防龍頭連同接駁至總喉的喉管、服務設施、路燈、交通標誌、街道設施、路面標記和植物,至署長滿意;及

(\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)

- (iii) 在任何時候自費管理並保持粉紅色加綠色交叉線加黑點區域連同上述構築物及所有構築物、路面、集水溝、消防龍頭、服務設施、路燈、交通標誌、街道設施、路面標記和植物,使署長滿意。
- (b) 承授人須允許署長、其官員、承辦商、工人及正式 授權的任何其他人士在一切合理時間內攜帶或不攜 帶工具、設備、機器或汽車自由出入通過該地段視 察、檢查和監督依據本特別條件(a)款開展的任何工 程,開展、視察、檢查和監督依據本特別條件(c)款 下的工程及署長認為有必要在行人徑及停車處範圍 進行的其它工程。

- (c) 倘若承授人在規定的時間內或在緊急情況下未履行本特別條件(a)款規定的義務,政府可實施必要的工程,費用由承授人承擔,承授人須在政府要求時向政府支付相當於工程費用的金額,該金額由署長確定,該決定為最終決定並對承授人具有約束力。
- (d) 政府、署長、其官員、承辦商和授權的任何其他人 士對於履行承授人在本特別條件(a)款規定的義務或 行使政府在本特別條件(c)款權利或其它情況下使承 授人或任何其他人遭受的任何損失、損害、滋擾或 干擾概不承擔任何責任。承授人不得就有關任何該 等損失、損害、滋擾或干擾向政府或署長及其授權 官員和人士提起任何索償或其它要求。
- (e) (i) 承授人在完成本特別條件(a)(i)和(a)(ii)款所述工程之後,須允許所有公眾人士在在白天或晚主所有時間內合法免費使用停車處範圍作汽車(包括的士)上落乘客之用途,並行使本特別條件(e)(ii)款所允許的車輛通行權,步行或乘坐輪椅通過、反復通過、來回穿過行人徑及停車處範圍。
  - (ii) 為了按本特別條件(e)(i)款規定從汽車(包括的 士)上落乘客,承授人有權在本文件附圖I所示 X點和Y點之間通過Z點作為車輛通道進出行人 徑及停車處範圍。
  - (iii) 政府或署長、或其授權官員對於履行承授人在本特別條件(e)(i)款下的義務使承授人遭受或附帶遭受的任何損失、損害、滋擾或干擾概不承擔任何責任。承授人不得就有關任何該等損失、損害、滋擾或干擾向政府或署長或其授權官員提起任何索償或其它要求。
- (f) 特此明確同意、聲明及訂明,根據本特別條件(e)(i) 款規定對承授人施加的義務並非指承授人擬奉獻或政府同意將該行人徑及停車處範圍或其任何部分奉獻給公眾享有其通行權。
- (g) 特此明確同意並聲明,不得以本特別條件(e)(i)款所載承授人的義務期望或要求獲得新增上蓋面積或地積比有關的特許權或權利,不論是依據《建築物(規劃)規例》第22(1)條規定及其任何修訂條款、替代條款或其它規定。為免生歧義,承授人明確放棄依據《建築物(規劃)規例》第22(1)條規定及其任何修訂條款、或替代條款規定有關新增上蓋面積或地積比的一切索求。
- (h) 在計算本批地文件之特別條件第(13)(c)條規定的總樓面面積時,依據本特別條件(a)(i)(III)款規定提供該地段內的停車處範圍不列入計算。
- (i) 依據本特別條件(a)(i)(III)款規定提供該地段內的停車 處範圍須指定為並構成本批地文件之特別條件第(30) (a)(v)條所述公用地方之部分。"

### 19. 車輛出入

批地文件特別條件第(21)條規定:

"除本批地文件之特別條件第(20)(e)(ii)條規定外,承授人無權駕使車輛進出通過該地段。該地段開發或重建時,允許按照署長規定的位置及條件建造一條供施工車輛進入該地段的臨時通道。一旦開發或重建項目完成後,承授人須自費在署長規定的時間內將之前建造臨時通道的區域恢復原狀,使署長完全滿意。"

#### 20. 公眾休憩用地

批地文件特別條件第(22)條規定:

- "(a) (i) 承授人須於2023年12月31日\*或之前或在署長批准的其它日期自費在該地段內架設、建造、提供一個不少於300平方米的公眾休憩用地,該公眾休憩用地須按照署長批准的方式、材料、設計設置、塑造、維修、美化、綠化、處理、提供連同配備設備和設施,包括輪椅通行設施,使署長完全滿意(以下簡稱「公眾休憩用地」)。
  - (\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)
  - (ii) 在該公眾休憩用地的位置及設計經署長書面批准之前,不得進行任何施工(本批地文件之特別條件第(2)條所述拆遷工程,土地勘察和地盤平整工程除外)。
  - (iii) 承授人須在整個批租期自費保持、管理、維修 並清潔該公眾休憩用地處於良好妥當狀況,保 持其安全、清潔、整潔衛生的狀態,使署長完 全滿意。
  - (iv) 承授人在按照本特別條件(a)(i)款規定完成公眾 休憩用地之後,須允許所有公眾人士在白天或 晚上一切時間內或在署長全權酌情規定的時間 內為一切合法目的自由免費通過、反復通過、 經過穿過並享用該公眾休憩用地。
  - (v) 除署長事先書面批准之外,承授人須將該地段的不可分割份數分配給該公眾休憩用地,署長認為這在本批地文件之特別條件第(30)條所述公契中是恰當的。
  - (vi) 即使有與此相反的條文,承授人不得轉讓、按 揭、抵押、批租、分租、放棄管有權或以其它 方式處理或妨礙公眾休憩用地或其任何部分或 其任何權益或簽署此類協議,惟本批地文件之 特別條件第(28)(d)條規定的建築物按揭除外。
  - (vii) 政府、署長、其官員、承辦商和署長授權的任何其他人士對於公眾人士依據本特別條件(a)(iv) 款規定使用該公眾休憩用地而使承授人遭受的任何性質的損失、損害、滋擾、干擾、傷亡概不承擔任何責任。承授人不得向政府就有關任何該等損失、損害、滋擾、干擾、傷亡提起任何索償。
  - (viii) 承授人須對承授人、其傭僕、工人和承辦商在公眾休憩用地施工、提供、使用、維修、保養和管理中的作為、不作為、任何事情引致的一切債務和一切訴訟、司法程序、費用、索償、開支、損失、損害、押記及任何性質的要求賠償政府、其官員、代理人、承辦商、工人或其他正式授權人士。
- (b) (i) 承授人須自費在公眾休憩用地內和粉紅色加綠 色交叉線加黑點區域內本文件附圖I上標有"T" 和"U"所示兩點之間位置或署長規定或批准的 其它位置、及其方式、材料和寬度不小於2.75 米或其它尺寸及標準、水平、定線和設計鋪設、 構建、提供、建造和平整獨立的行人路或路徑 (包括署長全權酌情要求供傷殘人士使用的樓 梯、斜坡和照明)(以下統稱為「行人徑」)。 行人徑須以最短的路線與士他花利街和結志街 連接。
  - (ii) 承授人須在整個批租期間自費管理、保持行 人徑處於良好及修繕妥當狀況,使署長完全 滿意。

- (iii) 承授人在按照本特別條件(b)(i)款規定完成行人 徑後,須在此之後的整個批租期間須保持行人 徑開放,供所有公眾人士每天24小時或在署長 批准的其它時間內步行或乘坐輪椅不受干擾免 費通過行人徑從士他花利街往返結志街。
- (iv) 政府、署長及其官員、承辦商和署長授權的任何人士對於承授人或任何其他人因履行本特別條件(b)(iii)款項下承授人的義務而遭受的任何損失、損害、滋擾或干擾概不承擔任何責任。不得對其或他們就有關任何該等損失、損害、滋擾或干擾提起任何索償。
- (c) (i) 特此明確同意、聲明及訂明,本特別條件(a)(iv) 款和(b)(iii) 款對承授人施加的義務並非指承授人 擬奉獻或政府同意將公眾休憩用地或行人徑奉 獻給公眾享有其通行權。
  - (ii) 特此明確同意及聲明,不得根據本特別條件(a) (iv) 款和(b)(iii) 款所載承授人的義務期望或要求獲得新增上蓋率或地積比有關的特許權或權利,不論是依據《建築物(規劃)規例》第22(1)條規定及其任何修訂條款、替代條款或其它規定。為免生歧義,承授人明確放棄依據《建築物(規劃)規例》第22(1)條規定及其任何修訂條款、或替代條款規定有關新增上蓋率或地積比的任何及一切索求。
  - (iii) 承授人在轉讓或處理該地段或其任何部分或其 任何權益、該地段上的任何建築物或其任何部 分或簽訂此類協議之前,須自費向署長提交書 面保證,據此,承授人無條件不可撤銷地:
    - (I) 保證履行其在本特別條件下的義務;及
    - (II) 對於因違約或未履行其在本特別條件下的 任何義務給政府造成的一切損失、損害、 費用、收費、開支和債務進行賠償。

該書面保證受香港法律規限,並須以署長批准的格式書寫。

- (iv) 就本特別條件而言, "承授人"一詞不包括其 受讓人。
- (v) 在計算特別條件第(13)(c)條規定的總樓面面積 時,依據特別條件提供的公眾休憩用地(包括 其中的行人徑部分)不予計算。"

#### 21. 私人休憩用地

批地文件特別條件第(23)條規定:

- "(a) 除提供公眾休憩用地之外,承授人須自費在該地段內架設、建造、提供一個不少於460平方米或署長批准的其它面積的私人休憩用地,使署長完全滿意(以下簡稱「私人休憩用地」)。
- (b) 該私人休憩用地須按照署長規定的方式在規定位置 設置、塑造、維修、美化、綠化、處理並提供規定 的設備和設施,使署長全面滿意。
- (c) 該私人休憩用地作為該地段所建建築物全體住戶及 佔用人以及他們的真正賓客或訪客之公用及利益, 不得用於他們的康樂目的之外的任何用途。
- (d) 該私人休憩用地須被指定為並構成本批地文件之特別條件第(30)(a)(y)條所述公用地方的一部分。"

#### 22. 康樂設施

批地文件特別條件第(24)條規定:

- "(a) 承授人可在該地段內設置、建造提供經由署長書面 批准的康樂設施及附屬設施(以下簡稱「設施」)。 該設施的類型、尺寸、設計、高度和規劃亦須經署 長事先書面批准。
- (b) 根據本特別條件(a)款規定在該地段提供的該設施是供該地段已建或擬建住宅樓宇或樓群的住戶及其真正訪客共用及利益,在依據本批地文件之特別條件第(13)(c)條規定計算總樓面面積時,除本批地文件之特別條件第(39)(d)條規定外,該設施任何部分均不予計算。該設施餘下部分若署長認為非此用途則須列入計算。
- (c) 若該設施的任何部分依據本特別條件(b)款規定免於 計入總樓面面積(以下簡稱「豁免設施」):
  - (i) 該豁免設施須被指定為並構成本批地文件之特別條件第(30)(a)(v)條所述公用地方之一部分;
  - (ii) 承授人須自費保持豁免設施處於良好及修繕妥 當狀態,並運作該豁免設施,使署長滿意;及
  - (iii) 該豁免設施僅供該地段已建或擬建住宅樓宇或 樓群的住戶及其真正訪客使用,而非任何其他 人使用。"

#### 23. 看更及管理員辦事處

批地文件特別條件第(25)條規定:

- "(a) 可於該地段為看更或管理員或兩者提供辦事處,惟 須遵從以下條件:
  - (i) 署長認為上述場所對於該地段已建或擬建住宅 樓宇或樓群的安全、保安及妥善管理至關重要;
  - (ii) 上述場所不能用作該地段內長期聘用和必要時 聘用的看更或管理員或兩者的辦公場所以外的 任何用途;及
  - (iii) 上述場所的位置須首先經署長書面批准。
- (b) (i) 為了計算本批地文件之文件特別條件第(13)(c) 條規定的總樓面面積,除本批地文件之特別條件第(39)(d)條規定外,在該地段內按本特別條件(a)款提供的辦公場所不超過以下(I)或(II)時(以較少者為準),不列入計算:
  - (I) 該地段已建或擬建作私人住宅用途的建築 物之總樓面面積之0.2%;
  - (II) 在該地段已建或擬建每50個住宅單位或其中部分5平方米或該地段已建或擬建的每座住宅單位大廈5平方米,以上述場所的較大樓面面積為準。就此等條件而言,署長對住宅單位定義作出的決定是最終的並對承授人具有約束力。

超過以上(I)或(II)的任何總樓面面積須列入上述計算。

(ii) 在計算本特別條件第(b)(i)(I)條提及在該地段上已建或擬建的建築物的總樓面面積時,按此等條件豁免計算該地段已建或擬建建築物總樓面面積亦不列入計算該樓面面積。署長對此作出的決定是最終的並對承授人有約東力。

(c) 按本特別條件 (a) 款在該地段內提供的辦公場所須指 定為並構成本批地文件之特別條件第 (30)(a)(v) 條提 及的公用地方。"

#### 24. 看更及管理員宿舍

批地文件特別條件第(26)條規定:

- "(a) 該地段內可提供看更或管理員或兩者的宿舍,受下列條件規限:
  - (i) 上述宿舍須設在該地段已建一座住宅單位大廈 或署長書面批准的其他位置;及
  - (ii) 上述宿舍不能用作該地段內長期聘用和必要時 聘用的看更或管理員或兩者的宿舍以外的任何 用途。
- (b) 在計算本批地文件之特別條件第(13)(c)條規定的總樓面面積時,按本特別條件(a)款在該地段內提供的宿舍若不超過25平方米總樓面面積則不列入計算,而超過25平方米總樓面面積則應列入上述計算。
- (c) 按本特別條件(a)款在該地段內提供的宿舍須指定為 並構成本批地文件之特別條件第(30)(a)(v)條提及的 公用地方。"

#### 25. 業主法團或業主委員會辦事處

批地文件特別條件第(27)條規定:

- "(a) 可以在該地段內提供一個辦事處供業主立案法團或 業主委員會使用,但是:
  - (i) 上述辦事處不能用作已成立或擬成立有關該地段和該地段上已建或擬建建築物的業主立案法 團或業主委員會開會和行政工作以外的任何用 途;及
  - (ii) 上述辦事處的位置須首先經署長書面批准。
- (b) 在計算本批地文件之特別條件第(13)(c)條規定的總樓面面積時,除本批地文件之特別條件第(39)(d)條規定外,按本特別條件(a)款在該地段內提供的辦事處若不超過20平方米則不列入計算;而超過20平方米總樓面面積則應列入上述計算。
- (c) 按本特別條件(a)款在該地段內提供的辦事處須指定 為並構成本批地文件之特別條件第(30)(a)(v)條提及 的公用地方。"

## 26. 公契包含管理協議(如有)

批地文件特別條件第(30)(c)條規定:

#### "公契必須:

- (i) 不得包含以下條文,以任何方式禁止、防止、阻止 或損害設立和運作《安老院條例》、據其制定的任 何規例及任何修訂替代法例所界定的安老院(以下 簡稱「安老院」)或《殘疾人士院舍條例》、據其制 定的任何規例及任何修訂替代法例所界定的殘疾人 士院舍(以下簡稱「殘疾人士院舍」),或使用該地 段或其任何部分或任何已建建築物或其任何部分用 於安老院或殘疾人士院舍之目的;及
- (ii) 明文規定,公契中不得有任何條文禁止、防止、阻 止或損害設立或運作安老院或殘疾人士院舍,或使 用該地段或其任何部分或該地段任何建築物或其任 何部分用於安老院或殘疾人士院舍用途。"

#### 27. 限制分割

批地文件特別條件第(31)條規定:

"未經署長事先書面批准,承授人不得分割(不論是通過轉讓或其它處理方式或任何其它手段)該地段或其任何部分或署長事先書面同意已按本特別條件分割的任何分段。如經同意已分割地段,本批地文件之特別條件第(30)條的規定將適用於按此方式分割的每一分段,參見由有關章節替換和替代的上述特別條件項下的"地段"説明。"

#### 28. 退讓

批地文件特別條件第(32)條規定:

"未經署長的預先書面同意,承授人不得分割、移動或退縮該地段毗鄰或毗連的政府土地或在政府土地上進行堆積、堆填或任何類型的斜坡護土工程,署長可自行酌情給予同意附帶他認為合適的條款及條件,包括在支付他可決定的地價後授予額外的政府土地作為該地段的延伸段。"

#### 29. 削土

批地文件特別條件第(33)條規定:

- "(a) 如果任何土地需要或已經被分割、排除或退讓或堆 積或堆填或進行任何類型的斜坡處理工程,不論有 否經署長預先書面同意,亦不論是在該土地內或任 何政府土地內,旨在塑造、平整或開發該地段或其 中任何部分或承授人按此等條件需要進行的任何其 他工程或作任何其他用途,承授人須自費進行與修 建該等斜坡處理工程、護土牆或其他支撐物、保 物、排水或輔助工程或今後成為必要的其他工程, 以便保護與支撐該地段和任何毗鄰或毗連政府土地 或出租土地內的泥土,避免與防止今後發生任何塌 方、山泥傾瀉或地陷。承授人須在本批地文件之批 地年期內自費保養該土地、斜坡處理工程、護土牆 或其他支撐物、保護物、排水或輔助工程或其他工 程處於修繕妥當的狀態,使署長滿意。
- (b) 本特別條件(a)款不能影響此等條件,特別是本批地 文件之特別條件第(32)條賦予政府的權利。
- (c) 倘若因為任何塑造、平整、開發或承授人進行其他 工程或任何其他原因造成任何時候發生塌方、山泥 傾瀉或地陷,不論發生在或來自該地段任何土地或 任何毗鄰或毗連政府土地或出租土地,承授人須自 費進行修復或彌補,使署長滿意並對上述塌方、山 泥傾瀉或地陷造成政府、其代理人及承辦商承受、 遭受或產生一切費用、收費、損害賠償、要求及索 償彌償他們。
- (d) 除了批地文件規定對違反此等條件的任何其他權利 或濟助外,署長有權發出書面通知要求承授人進 行、修建及保養該土地、斜坡處理工程、護土牆或 其他支承物、保護物及排水或輔助工程或其他工程 或修復與彌補任何塌方、山泥傾瀉或地陷。如果承 授人不理會或未能在通知指定的時期內執行該通知 要求使署長滿意,署長可立即執行與進行任何必要 工程。承授人須在要求時歸還政府因此產生的費用 連同任何行政費或專業費用及收費。"

## 30. 保養地錨

批地文件特別條件第(34)條規定:

"如已安裝預應力地錨,在該地段或其任何部分進行開發或重建時,承授人須在該預應力地錨整個使用過程中自費對其進行定期保養和監測至署長滿意,並向署長提供其不時自行酌

情要求的有關監測工作的報告和資料。如果承授人忽略或未 能進行規定的監測工作,署長可立即執行和開展此項監測工 作,並要求承授人向政府支付此項工作的費用。"

#### 31. 廢土或廢料

批地文件特別條件第(35)條規定:

- "(a) 倘若從該地段或開發該地段所影響的其他範圍腐蝕、沖洗或棄置泥土、廢土、廢料、建築廢料或建材(以下簡稱「廢料」)到公共行人徑、道路或路渠、前濱、海底、污水渠、雨水渠、排水渠或溝渠或其他政府物業(以下簡稱「政府物業」),承授人須自費清理該等廢料並修復對政府物業造成的損壞。承授人須對上述腐蝕、沖洗或棄置造成私人物業的任何損壞或滋擾及引致的一切訴訟、索償及要求賠償政府。
- (b) 即使本特別條件(a)款規定,署長可以(但沒有責任) 應承授人要求清理上述廢料和修復對政府物業造成 的損壞。承授人須在政府要求時支付因此產生的費 用。"

#### 32. 服務設施的損壞

批地文件特別條件第(36)條規定:

"承授人須在任何時候,特別是在任何建築、保養、翻新或 維修工程(以下簡稱「工程」)期間,採取或促使他人採取 一切適當及充分的謹慎、技巧及預防措施,避免對該地段或 其任何部分或綠色區域或該地段或其任何部分與綠色區域之 上、上面、之下或毗鄰的政府或其他的現有排水渠、水路、 水道、總水喉、道路、行人徑、街道設施、污水渠、明渠、 管道、電纜、電線、公用事業服務或任何其他工程或裝置 (以下統稱「服務」) 造成任何損壞、干擾或阻礙。承授人 在進行上述任何工程之前須進行或促使他人進行適當的勘測 及必要的瞭解,確定任何服務的狀態及狀況,並遞交處理有 關可能受此工程影響的任何服務的書面建議供署長作全面審 批,但在取得署長對上述工程及建議作出的書面批准之前不 得進行該等工程。承授人須自費履行署長對批准上述服務所 提出的任何要求,包括必要的改道、重鋪或修復之費用。承 授人須自費全面維修、彌補及修復上述工程以任何方式對該 地段或其任何部分、或綠色區域或該地段或其任何部分與綠 色區域或該服務造成的損壞、干擾或阻塞(明渠、污水渠、 雨水渠、排水渠或總水喉須由署長負責修復,除非他另作選 擇,承授人須在要求時向政府支付該等工程的費用),使署 長滿意。如果承授人未能對該地段或其任何部分、綠色區域 或該地段或其任何部分與綠色區域或該等服務進行上述必要 的改道、重鋪、維修、彌補及修復工程,至署長滿意,署長 可進行他認為必要的上述改道、重鋪、維修、修復或彌補工 程,承授人須在要求時向政府支付該等工程的費用。"

## 33. 建造排水渠及渠道

批地文件特別條件第(37)條規定:

- "(a) 承授人須自費建造與保養該地段邊界內或署長認為 必要的政府土地內的排水渠及管道,使署長滿意, 以便截斷與引導落在或流在該地段的一切暴雨或雨 水到最接近的河道、集水井、管道或政府雨水渠。 承授人須對上述暴雨或雨水造成的任何損壞或滋擾 而導致的一切訴訟、索償及要求獨自承擔責任並負 債賠償政府及其官員。
- (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠、排水渠及污水渠(如已建及試用)的工程可由署長進行,但署長毋須就因此產生的任何損失或損害對承授人負責。承授人須在要求時向政府支付上述連接工程的費用。此外,該等連接工程亦可以署長滿意的方式由承授人自費進行。在此情況下,上述連接工程的任何一段若在政府土地內修建,必須由承

#### SUMMARY OF LAND GRANT

### 批地文件的摘要

授人自費保養,直至要求時由承授人移交給政府, 由政府出資負責今後的保養。承授人須在要求時向 政府支付有關上述連接工程的技術檢查之費用。若 承授人未能保養上述連接工程的任何一段,署長可 進行該等工程,承授人須在要求時向政府支付該等 工程的費用。"

#### 34. 不准搭建或製作墳墓或骨灰龕

批地文件特別條件第(40)條規定:

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

#### 35. 進入該地段內總水喉的權利

批地文件特別條件第(41)條規定:

- "(a) 水務監督、其官員、水務監督指定的政府其它部門官員、承辦商、特許授權人、水務監督或指定的政府其它部門或是承辦商或特許授權人雇傭的工人,不論是否攜帶工具、設備、機械、機器或汽車,有權不受限制地出入、來回通過該地段或其任何部分進行視察、操作、維護、維修、更換本批地文件之附圖I上以紅線標示的現有政府總水喉。
- (b) 水務監督或本特別條件(a)款所指任何人士對於行使 本特別條件(a)款賦予的上述出入、來回、通過權力 引致或附帶造成承授人任何損失、損害、滋擾或干 擾概不承擔任何責任,承授人不得為任何有關損失、 損害、滋擾或干擾提出任何索償。"

#### 註:

就本節而言,「署長」指地政總署署長;「香港」指香港特別行政區;「政府」指香港特別行政區政府;「承授人」指市區重建局及其繼承人及受讓人;「此等條件」指及包括批地文件的一般條件及特別條件。

欲知詳情,請參閱該批地文件。批地文件全文已備於售樓處,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。

- A. Facilities that are required under the land grant to be constructed and provided for the Government, or for public use
  - 1. Description
    - (a) The **Green Area** as referred to in Special Condition No.(5) (a)(i)(I) of the Land Grant;
    - (b) The **Structures** as referred to in Special Condition No.(5) (a)(i)(II) of the Land Grant;
    - (c) The **Internal Pedestrian Walkway** as referred to in Special Condition No.(16)(a) of the Land Grant;
    - (d) The **Footbridge** as referred to in Special Condition No.(17) (a)(i) of the Land Grant;
    - (e) The **Footpath and Lay-bys Area** as referred to in Special Condition No.(20)(a)(i)(I) of the Land Grant;
    - (f) The **said Structures** as referred to in Special Condition No.(20)(a)(i)(II) of the Land Grant;
    - (g) The **Public Open Space** as referred to in Special Condition No.(22)(a)(i) of the Land Grant; and
    - (h) The **Pedestrian Way** as referred to in Special Condition No.(22)(b)(i) of the Land Grant.
  - 2. The general public has the right to use the facilities mentioned in paragraphs 1(a), (b), (c), (d), (e), (f), (g) and (h) in accordance with the Land Grant.
- B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development
  - 1. Description
    - (a) The Green Area (until possession thereof shall be redelivered to the Government)
    - (b) The Internal Pedestrian Walkway (insofar as it forms part of Common Areas and Facilities)
    - (c) The Footbridge
    - (d) The Footpath and Lay-bys Area
    - (e) The said Structures
    - (f) The Pedestrian Way (insofar as it forms part of Common Areas and Facilities)
  - 2. The general public has the right to use the facilities in accordance with the Land Grant.
  - The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development.
  - 4. The owners of the residential properties in the Development are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.
- C. Size of open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

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

Not applicable.

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

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

- F. Provisions of the Land Grant that concern those facilities and open spaces, and those parts of the land
  - 1. Special Condition No.(5) of the Land Grant stipulates that:
    - "(a) The Grantee shall:
      - (i) on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
        - (I) lay and form those portions of future public roads shown coloured green on PLAN I annexed hereto (hereinafter referred to as "the Green Area"); and
        - (II) provide and construct such bridges, tunnels, over passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

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

- (\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)
- (ii) on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
  - (\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies. sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered in accordance with Special Condition No.(6) hereof.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (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 Grantee in respect of any such loss, damage, nuisance or disturbance."

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

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

 $3. \quad \ \, Special \, Condition \, No. (7) \, of \, the \, Land \, Grant \, stipulates \, that: \, \,$ 

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (5) hereof."

- 4. Special Condition No.(8) of the Land Grant stipulates that:
  - "(a) The Grantee shall at all reasonable times while he is in the possession of the Green Area:
    - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(5)(b) hereof and any other works which the Director may consider necessary in the Green Area;
    - permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
    - (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
  - (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition

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

- 5. Special Condition No.(16) of the Land Grant stipulates that:
  - "(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as may be required or approved by the Director (hereinafter referred as "Internal Pedestrian Walkway").
  - (b) The Internal Pedestrian Walkway shall be constructed and designed so as to link up the Footbridge referred to in Special Condition No.(17)(a) hereof and the Public Open Space referred to in Special Condition No.(22)(a) hereof.
  - (c) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the Internal Pedestrian Walkway in good and substantial condition and repair to the satisfaction of the Director.
  - (d) The Grantee shall throughout the term hereby agreed to be granted keep the Internal Pedestrian Walkway open for the use by the public 24 hours a day or at such other period as may be approved by the Director free of charge without any interruption."
- 6. Special Condition No.(17) of the Land Grant stipulates that:
  - "(a) The Grantee shall on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director at the Grantee's own expense and in all respects to the satisfaction of the Director construct and provide:
    - one single storey footbridge (hereinafter referred to as "the Footbridge") together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Footbridge) as shall be required or approved by the Director, in the position shown and marked "PROPOSED FOOTBRIDGE" on PLAN I annexed hereto or at such other position as shall be designated by the Director so that the Footbridge can be connected to all that piece or parcel of ground now known and registered in the Land Registry as Inland Lot No. 9038 or any building or buildings erected thereon. The Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require. The Footbridge shall have a minimum clear internal width of 2 metres and a minimum 5.1 metres vertical clearance over the pavement or at such other dimensions as may be approved by the Director; and
    - (ii) in the building or buildings to be erected upon the lot supports and connections to such specifications and at such points and at such levels as shall be required and approved by the Director for the Footbridge so that the construction of the Footbridge can be carried out thereon and that pedestrian access can be

gained over the Footbridge into and from the Internal Pedestrian Walkway.

(\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)

- (b) In the event of the non-fulfilment of the Grantee's obligation under sub-clauses (a) and (e) of this Special Condition within the said time limit specified by the Director, the Government may carry out the necessary construction or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the right of entry conferred under this sub-clause (b), and no claim whatsoever shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (c) (i) The Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
  - (ii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
  - (iii) The Grantee shall not do or permit or suffer to be done in the Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
  - (iv) The Grantee shall at all reasonable times during the day and night throughout the period or such other period of time as may be approved by the Director during which the Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Footbridge.
- (d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Footbridge.
- (e) Throughout the term hereby agreed to be granted the Grantee shall at his own expense manage and maintain the Footbridge in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (f) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own

- expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridge or a part or parts thereof with such design, materials and at such width, levels and positions as the Director shall approve or require.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition No. (16)(d) hereof and sub-clause (c)(iv) of this Special Condition neither the Grantee intends to dedicate nor the Government consent to any dedication of the Internal Pedestrian Walkway or the Footbridge to the public for the right of passage.
- (h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in Special Condition No.(16) (d) hereof and sub-clause (c)(iv) 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 Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor."
- 7. Special Condition No.(20) of the Land Grant stipulates that:
  - "(a) The Grantee shall:
    - (i) on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director, at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to satisfaction of the Director:
      - (I) lay and form footpath and lay-bys within the Pink Cross-hatched Green Stippled Black Area (hereinafter referred to as "the Footpath and Lay-bys Area");
      - (II) provide and construct such culverts, sewers, drains, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the said Structures"); and
      - (III) provide two lay-bys each measuring not less than 2.75 metres in width at the ground level of the Footpath and Lay-bys Area for the picking up and setting down of passengers from motor vehicles (including taxis);

so that vehicular and pedestrian traffic may be carried on the Footpath and Lay-bys Area;

- (\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)
- (ii) on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Footpath and Lay-bys Area and provide the same with such gullies, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
  - (\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)

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  - (iii) at all times manage and maintain at his own expense the Pink Cross-hatched Green Stippled Black Area together with the said Structures and all structures, surfaces, gullies, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director.
  - (b) The Grantee shall at all reasonable times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Footpath and Lay-bys Area.
  - (c) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein or as required in an emergency, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
  - (d) The Government, the Director, his officers, contractors and any other persons authorized by it or him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers and persons by the Grantee in respect of any such, loss, damage, nuisance or disturbance.
  - (e) (i) The Grantee shall, after the works referred to in subclauses (a)(i) and (a)(ii) of this Special Condition have been completed to the satisfaction of the Director, permit all members of the public at all times during day and night for all lawful purposes freely and without payment of any nature whatsoever to use the lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) and to exercise the right of vehicular access as permitted under sub-clause (e)(ii) of this Special Condition, and to pass and repass on foot or by wheelchair along, to, from, through and over the Footpath and Lay-bys Area.
    - (ii) For the purpose of picking up and setting down of passengers from motor vehicles (including taxis) as stipulated in sub-clause (e)(i) of this Special Condition, the Grantee shall have the right of ingress or egress to or from the Footpath and Lay-bys Area for the passage of motor vehicles between the points X and Y through Z shown and marked on PLAN I annexed hereto.
    - (iii) The Government or the Director or its authorized officers shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (e)(i) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (e)(i) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Footpath and Lay-bys Area or any part or parts thereof to the public for the right of passage.
- (g) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e)(i) 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 Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (h) For the purpose of calculating the total gross floor area stipulated in Special Condition No.(13)(c) hereof, there shall not be taken into account the lay-bys provided within the lot in accordance with sub-clause (a)(i)(III) of this Special Condition.
- (i) The lay-bys provided within the lot in accordance with sub-clause (a)(i)(III) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(30)(a)(v) hereof."
- 8. Special Condition No.(22) of the Land Grant stipulates that:
  - "(a) (i) The Grantee shall on or before the 31st day of December 2023\* or such other extended period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot a public open space which shall not be less than 300 square meters and shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials, in such design and with such equipment and facilities, including such facilities for the passage of wheelchairs as may be required or approved by the Director (hereinafter referred to as "the Public Open Space").
    - (\*According to the letter dated 3 July 2020 issued by the District Lands Office/Hong Kong West & South, this date shall be amended to 30 June 2024.)
    - (ii) No building works (other than the demolition and removal works referred to in Special Condition No. (2) hereof, ground investigation and site formation works) shall be commenced on the lot until the location and design of the Public Open Space has been approved by the Director in writing.
    - (iii) The Grantee shall throughout the term hereby agreed to be granted at his own expense, maintain, manage, repair and clean the Public Open Space in good and substantial repair and condition and keep the same in a safe, clean, neat, tidy and healthy condition in all respects to the satisfaction of the Director.
    - (iv) The Grantee shall after the completion of the construction of the Public Open Space in compliance with sub-clause (a)(i) of this Special Condition permit all members of the public at all times during day and night or within such time as the Director may at his sole discretion require, for all lawful purposes to pass and repass on, along, over, by and through and to enjoy the Public Open Space freely and without payment of any nature whatsoever.

- (v) Except with the prior written approval of the Director, the Grantee shall allocate to the Public Open Space a number of undivided shares in the lot which in the opinion of the Director is appropriate in the DMC referred to in Special Condition No. (30) hereof.
- (vi) Notwithstanding anything to the contrary herein contained, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Public Open Space or any part thereof or any interest therein or enter into any agreement so to do except for a building mortgage as provided in Special Condition No. (28)(d) hereof.
- (vii) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall be under no liability whatsoever to the Grantee in respect of any loss, damage, nuisance, disturbance, death or injury of whatsoever nature caused to or suffered by the Grantee arising out of or incidental to the use of the Public Open Space by members of the public under sub-clause (a)(iv) of this Special Condition and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance, disturbance, death or injury.
- (viii) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, losses, damages, charges and demand of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, provision, use, repair, maintenance and management of the Public Open Space.
- The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps and lightings for disabled persons as the Director at his absolute discretion may require) (hereinafter collectively referred to as "the Pedestrian Way") within the Public Open Space and within the Pink Cross-hatched Green Stippled Black Area at the positions between the points shown and marked "T" and "U" on PLAN I annexed hereto or such other positions, in such manner, with such materials, of not less than 2.75 metres in width or such other dimensions and to such standards, levels, alignment and designs as shall be required or approved by the Director. The Pedestrian Way shall follow the shortest possible routes so as to link up Staveley Street and Gage Street.
  - (ii) The Grantee shall throughout the term hereby agreed to be granted manage and maintain at his own expense the Pedestrian Way in good and substantial condition and repair in all respects to the satisfaction of the Director.
  - (iii) The Grantee shall upon completion of the construction of the Pedestrian Way in accordance with sub-clause (b)(i) of this Special Condition and thereafter throughout the term hereby agreed to be granted keep the Pedestrian Way open for the use by all members of the public for passage on foot or by wheelchair 24 hours a day or at such other hours as may be approved by the Director free of charge and without any interruption for gaining access from Staveley Street to Gage Street and vice versa through the Pedestrian Way.

- (iv) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfillment of the Grantee's obligations under subclause (b)(iii) of this Special Condition, and no claim whatsoever shall be made against it or them in respect of any such loss, damage, nuisance or disturbance.
- (c) (i) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clauses (a)(iv) and (b)(iii) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Open Space or the Pedestrian Way to the public for the right of passage.
  - (ii) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clauses (a)(iv) and (b)(iii) 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 Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
  - (iii) Prior to any assignment or disposal of the lot or any part thereof or any interest therein or any building or part of the building thereon or entering into any agreement so to do, the Grantee shall at his own expense deliver to the Director a written guarantee whereby the Grantee unconditionally and irrevocably:
    - guarantees the performance of his obligations under this Special Condition; and
    - (II) indemnifies and shall keep indemnified the Government against all losses, damages, costs, charges, expense and liabilities which may be incurred by the Government by reason of or arising out of any breach or nonperformance of any of his obligations under this Special Condition.

The written guarantee shall be subject to the laws of Hong Kong and shall be in a form to be approved by the Director.

- (iv) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns.
- (v) For the purpose of calculating the total gross floor areas stipulated in Special Condition No. (13)(c) hereof, there shall not be taken into account the Public Open Space provided in accordance with this Special Condition including such part of the Pedestrian Way within it."
- G. Provisions of the deed of mutual covenant that concern those facilities and open spaces, and those parts of the land
  - 1. Clause 1.1 of Section I of the Deed of Mutual Covenant and Management Agreement ("DMC") stipulates that:-

"In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:

"Footbridge" means "the Footbridge" as referred to in Special Condition No.(17)(a)(i) of the Government Grant together

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with all supports and connections (including any supports and connections which the Director of Lands in his absolute discretion considers necessary for any future extension to the Footbridge) and such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings, fixtures and such lighting fittings as the Director of Lands in his absolute discretion may require. For the avoidance of doubt, "the Footbridge" includes the portion of footbridge forming part of the Development Common Areas and Facilities and the remaining portion protruding beyond the Land required to be constructed and provided under the Government Grant;

"Footpath and Lay-bys Area" means "the Footpath and Lay-bys Area" as referred to in Special Condition No.(20)(a) of the Government Grant and the footpath and the lay-bys area are for identification purpose only shown and marked "FOOTPATH" and "LAY-BY" on the UG/F plan of the DMC Plans respectively together with such culverts, sewers, drains, pavements, roads or such other structures as may be provided and constructed thereon and therein;

"Green Area" means "the Green Area" as referred to in Special Condition No.(5)(a)(i)(I) of the Government Grant and shown coloured Green on the plan marked "PLAN I" annexed to the Government Grant together with the bridges, tunnels, overpasses, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands in his sole discretion may require;

"Internal Pedestrian Walkway" means "the Internal Pedestrian Walkway" as referred to and defined in Special Condition No.(16)(a) of the Government Grant and for identification purpose only is shown coloured Pink Hatched Black and Yellow Hatched Black on the G/F, UG/F and 1/F plans of the DMC Plans (insofar as it is identifiable on the DMC Plans);

"Pedestrian Way" means "the Pedestrian Way" as referred to and defined in Special Condition No.(22)(b)(i) of the Government Grant and for the purpose of identification only shown and demarcated by a violet dashed line and thereon marked "PED WAY" on G/F and UG/F plans of the DMC Plans;

"POS" means the areas comprising the Public Open Space and other parts of the Development which are for identification purpose only shown coloured Indigo on G/F and UG/F plans of the DMC Plans and the Elevations of the DMC Plans and Green and Green Cross-Hatched Black on the Greenery Area Plan of the DMC Plans (insofar as it is identifiable on the DMC Plans);

"Public Open Space" means "the Public Open Space" as referred to in Special Condition No.(22)(a) of the Government Grant;"

 $2. \hspace{0.5cm} \hbox{Clause 3.1 of the Section III of the DMC stipulates that:} \\$ 

"The First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the sole and absolute right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

- (a) Subject to Special Condition No.(17) of the Government Grant, the right to decorate, install, affix, project or permit to be decorated, installed, affixed or projected upon the surfaces of the Footbridge or any part thereof ornaments, decorations, lights whether temporary or permanent illuminated or not (including but not limited to by means of fluorescent light or LED display) and to carry out alteration or other works to the Footbridge PROVIDED THAT:
  - the exercise of this right shall not interfere with an Owner's right to hold, use, occupy and enjoy his Unit or unreasonably impede or restrict the access to or from such Unit;

- (ii) all approvals or consents required under the law and the Government Grant by all relevant authorities have been obtained;
- (iii) the First Owner shall be solely responsible for any fee or costs payable in obtaining the approvals or consents referred to in paragraph (ii) above and for carrying out such alteration or other works;
- (iv) the other Owners will not be required to bear or pay any additional management fee or other fees, expenses or contribution under this Deed as a result of the exercise of such right by the First Owner; and
- (v) the First Owner shall ensure that the least disturbance is caused to the other Owners and shall at his own expense make good any damage caused by the exercise of his rights under this clause."
- 3. Clause 4.6 of the Section IV of the DMC stipulates that:-

"The annual budget shall cover the Management Expenses for the Land and the Development, the Footbridge and the Green Area (until the possession thereof is redelivered to the Government) including without limiting the generality of the foregoing:-

.....

- (o) the cost of repairing, maintaining and managing the Footbridge and the Green Area under this Deed and/or pursuant to the Government Grant;"
- 4. Clause 4.7 of Section IV of the DMC stipulates that:-

"The annual budget shall be divided into the following parts:-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land and the Development, the Development Common Areas and Facilities, the Footbridge and the Green Area;"
- 5. Clause 5.2 of Section V of the DMC stipulates that:-

"Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power:-

(a) To remove and impound any vehicle parked anywhere on the Common Areas and Facilities and the Green Area not so designated for parking or which shall cause an obstruction or which bona fide guests, visitors or invitees of Owner have defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner of such vehicle;

.....

- (i) To maintain, manage and repair the Green Area, the Internal Pedestrian Walkway (insofar as the same forms part of the Common Areas and Facilities), the Footbridge, the Footpath and Lay-bys Area and the Private Open Space in accordance with this Deed and the Government Grant."
- 6. Clause 10.13 of Section X of the DMC stipulates that:-

"Notwithstanding anything herein contained and until such time as possession of the Green Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Government Grant, the Manager shall on behalf of all Owners maintain the Green Area and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with Special Condition No. (5)(a)(iii) of the Government Grant and the

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Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green Area and other structures thereon or therein as if they were part of the Common Areas and Facilities."

- 7. Clause 10.14 of Section X of the DMC stipulates that:-
  - "(a) (i) The Owners shall at their own expense maintain the Internal Pedestrian Walkway (insofar as the same forms part of the Common Areas and Facilities) and (ii) the Owner of the MPAH shall at his own expense maintain the Internal Pedestrian Walkway (insofar as it forms part of the MPAH), in good and substantial condition and repair in all respects to the satisfaction of the Director of Lands in accordance with Special Condition No. (16)(c) of the Government Grant.
  - (b) (i) The Owners shall keep the Internal Pedestrian Walkway (insofar as the same forms part of the Common Areas and Facilities) and (ii) the Owner of the MPAH shall keep the Internal Pedestrian Walkway (insofar as it forms part of the MPAH), open for the use by the public 24 hours a day or at such other period as may be approved by the Director of Lands free of charge and without any interruption."
- 8. Clause 10.15 of Section X of the DMC stipulates that:-
  - "(a) The Owners shall at their own expense manage and maintain the Footbridge in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands in accordance with Special Condition No. (17)(e) of the Government Grant.
  - (b) The Owners shall at all reasonable times during the day and night throughout such period or such other period of time as may be approved by the Director of Lands during which the Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Footbridge."
- 9. Clause 10.17 of Section X of the DMC stipulates that:-

"The Owners shall manage and maintain at their own expense the Footpath and Lay-bys Area together all structures, surfaces, gullies, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands in accordance with Special Condition No. (20)(a)(iii) of the Government Grant."

- 10. Clause 10.18 of Section X of the DMC stipulates that:-
  - "(a) The Owner of the POS shall at his own expense maintain, manage, repair and clean the POS (including but not limited to the Public Open Space) in good and substantial repair and condition and keep the same in a safe, clean, neat, tidy and healthy condition in all respects to the satisfaction of the Director of Lands in accordance with Special Condition No. (22)(a)(iii) of the Government Grant.
  - (b) The Owner of the POS shall permit all members of the public at all times during day and night or within such time as the Director of Lands may at his sole discretion require, for all lawful purposes to pass and repass on, along, over, by and through and to enjoy the POS (including but not limited to the Public Open Space) freely without payment of any nature whatsoever."
- 11. Clause 10.19 of Section X of the DMC stipulates that:-
  - "(a) The Owner of the POS shall at his own expense manage and maintain the Pedestrian Way (insofar as it forms part of the POS) in good and substantial condition and repair in all respects to the satisfaction of the Director of Lands in accordance with Special Condition No.(22)(b)(ii) of the Government Grant.

- (b) The Owner shall, or shall procure the Manager to, manage and maintain the Pedestrian Way (insofar as it forms part of the Common Areas and Facilities) in good and substantial condition and repair in all respects to the satisfaction of the Director of Lands in accordance with Special Condition No. (22)(b)(ii) of the Government Grant.
- (c) The Owner of the POS shall keep the Pedestrian Way (insofar as it forms part of the POS) open for the use by all members of the public for passage on foot or by wheelchair 24 hours a day or at such other hours as may be approved by the Director of Lands free of charge and without any interruption for gaining access from Staveley Street to Gage Street and vice versa through the Pedestrian Way.
- (d) The Owner shall, or shall procure the Manager to, keep the Pedestrian Way (insofar as it forms part of the Common Areas and Facilities) open for the use by all members of the public for passage on foot or by wheelchair 24 hours a day or at such other hours as may be approved by the Director of Lands free of charge and without any interruption for gaining access from Staveley Street to Gage Street and vice versa through the Pedestrian Way."
- 12. Clause 1 of Part B of the Second Schedule to the DMC stipulates that:-
  - "(c) The right of public to use the Internal Pedestrian Walkway (insofar as it forms part of the Common Areas and Facilities) 24 hours a day or at such other period of time as may be approved by the Director of Lands free of charge without any interruption;
  - (d) The right of all members of the public at all reasonable times during the day and night throughout the period or such other period of time as may be approved by the Director of Lands during which the Footbridge is in existence for all lawful purposes freely and without payment of any nature to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Footbridge;
  - (e) The right of free and unrestricted ingress, egress and regress of the Director of Lands, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, machinery or motor vehicles, to, from and through the Common Areas and Facilities for the purpose set out in Special Condition No. (20)(b) of the Government Grant in relation to the Footpath and Lay-bys Area;
  - (f) The right of all members of the public at all times during day and night for all lawful purposes freely and without payment of any nature whatsoever to use the lay-bys of the Footpath and Lay-bys Area for the picking up and setting down of passengers from motor vehicles (including taxis) and/or to pass and repass on foot or by wheelchair along, to, from, through and over the Footpath and Lay-bys Area in compliance with Special Condition No. (20)(e) of the Government Grant;
  - (i) The right of all members of the public to use the Pedestrian Way for passage on foot or by wheelchair 24 hours a day or at such other hours as may be approved by the Director of Lands free of charge and without any interruption for gaining access from Staveley Street to Gage Street and vice versa through the Pedestrian Way (insofar as it forms part of the Common Areas and Facilities)."
- 13. Clause 2 of Part B of the Second Schedule to the DMC stipulates that:-
  - "(a) The right of all members of the public at all times during day and night or within such time as the Director of Lands may at his sole discretion require for all lawful purposes to pass and repass on, along, over, by and through and to enjoy the

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Public Open Space freely and without payment of any nature whatsoever; and

- (b) The right of all members of the public to use the Pedestrian Way for passage on foot or by wheelchair 24 hours a day or at such other hours as may be approved by the Director of Lands free of charge and without any interruption for gaining access from Staveley Street to Gage Street and vice versa through the Pedestrian Way (insofar as it forms part of the POS)."
- 14. Clause 3 of Part B of the Second Schedule to the DMC stipulates that:-
  - "(a) The right of public to use the Internal Pedestrian Walkway (insofar as it forms part of the MPAH) 24 hours a day or at such other period of time as may be approved by the Director of Lands free of charge without any interruption; and
  - (b) The right of the Owners or any party, their servants, workers, employers, agents and/or licensees at all times, with or without tools, to lay and/or install mechanical and electrical facilities (for the purpose of this clause referred to as "M&E Facilities"), at, on, in and/or through such part or parts within the MPAH (including the Internal Pedestrian Walkway (insofar as they form part of the MPAH)) and to have access to the M&E Facilities for carrying out inspection, installation, replacement, repair and/or maintenance of the M&E Facilities, free of charge and without any interruption PROVIDED THAT the Owner of the MPAH shall approve and restrict the types, numbers, specifications, nature and design in respect of the M&E Facilities at its absolute discretion (and any approval, if granted, may be subject to the conditions from time to time imposed by the Owner of the MPAH) and PROVIDED ALSO THAT written consent from the Owner of the MPAH shall have been first obtained (and any consent, if granted, may be subject to the conditions from time to time imposed by the Owner of the MPAH) prior to carrying out any of such inspection, installation, replacement, repair and/or maintenance (save in case of emergency) and PROVIDED FURTHER THAT the Owners (excluding the Owner of the MPAH) or the parties shall forthwith make good any damage caused thereby at their own costs and expenses to the satisfaction of the Owner of the MPAH."
- 15. Clause 8 of the Third Schedule to the DMC stipulates that:-
  - "(e) The Footpath and Lay-bys Area or any part or parts thereof shall not be used for any purpose other than as laybys, vehicular access and pedestrian passage on foot or by wheelchair or such other purposes as the Director of Lands in his sole discretion may approve. No goods shall be stored within the lay-bys of the Footpath and Lay-bys Area or any part or parts thereof. No goods or vehicles shall be stored or parked within the footpath of the Footpath and Lay-bys Area."
- 16. Clause 29 of the Third Schedule to the DMC stipulates that:-
  - "(b) Any change in the external appearance, finishing and/ or façade of the podium forming part of the Development Common Areas and Facilities (including the portion of Footbridge forming part of the Development Common Areas and Facilities) shall be subject to the prior written approval of the First Owner who may disapprove on the ground that the change will cause inconsistency between the external appearance, finishing and/or façade of the podium and those of the adjoining development(s) to which the Footbridge is or will be connected."

- A. 批地文件訂明為「政府」建造及提供或作公眾用途的設施
  - 1. 説明
    - (a) 批地文件特別條件第(5)(a)(i)(I)條提及的「綠色區域」
    - (b) 批地文件特別條件第(5)(a)(i)(II)條提及的**「該等構築物」**
    - (c) 批地文件特別條件第(16)(a)條提及的「內部行人 通道 |
    - (d) 批地文件特別條件第(17)(a)(i)條提及的「行人天橋」
    - (e) 批地文件特別條件第(20)(a)(i)(I)條提及的**「行人徑及 停車處範圍」**
    - (f) 批地文件特別條件第(20)(a)(i)(II)條提及的「上**述構築物**」
    - (g) 批地文件特別條件第(22)(a)(i)條提及的「公眾休憩 用地」
    - (h) 批地文件特別條件第(22)(b)(i)條提及的「行人路」
  - 2. 公眾有權依據「批地文件」規定使用第[1(a)、(b)、(c)、(d)、(e)、(f)、(g)及(h)]段所載的各項設施。
- B. 批地文件訂明由「發展項目」內住宅物業業主付費管理、運作或維修以作公眾用途的設施
  - 1. 説明
    - (a) 「綠色區域」(直至其被交還政府管有)
    - (b) 「內部行人通道」(只要其構成公用地方及設施的部分)
    - (c) 「行人天橋」
    - (d) 「行人徑及停車處範圍」
    - (e) 「上述構築物」
    - (f) 「行人路」(只要其構成公用地方及設施的部分)
  - 2. 公眾有權依據「批地文件」規定使用各項設施。
  - 3. 各項設施由「發展項目」內住宅物業的業主付費管理、 營運或維修。
  - 4. 「發展項目」各住宅物業業主應透過攤付有關住宅物業 的管理開支,按比例分擔各項設施的管理、運作或維修 開支。
- C. 批地文件訂明由「發展項目」內住宅物業業主付費管理、運作或維修作公眾用途的休憩用地面積

不適用。

D. 劃供公眾作《建築物(規劃)條例》(香港法例第123章附例F) 第22(1)條所訂用途的該土地(「發展項目」所在土地)任何 部分:

不適用。

E. 顯示上述設施、休憩用地及該土地各部分的圖則

見本節最後附上的圖則。

- F. 關於各項設施和休憩用地及該土地各部分的「批地文件」 條文
  - 1. 批地文件特別條件第(5)條規定:
    - "(a) 承授人須:
      - (i) 於2023年12月31日\*或之前(或署長可能 批准的其他延長期間)內,自費按署長批准 的方式、材料、標準、水準、定線及設計, 全面達至署長滿意:
        - (I) 鋪設及構建夾附於批地文件的圖則I上以 綠色顯示的未來公用道路部分(以下簡 稱「綠色區域」);及
        - (II) 按署長獨自酌情要求,提供及建造橋樑、 隧道、上跨路、下通道、暗渠、高架道 路、天橋、行人路、道路或其他構築物 (以下統稱「該等構築物」)

以便於綠色區域建造建築物和供車輛及行人 往來;

(\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)

(ii) 於2023年12月31日\*或之前或署長可能批准的其他日期,自費在綠色區域鋪設路面、鋪路緣及管道,並為其提供署長可能要求的集水溝、污水渠、排水渠、消防龍頭連同接駁至總喉的喉管、街燈、交通標誌、街道設施、路面標記,使署長滿意;及

(\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)

- (iii) 自費保養綠色區域連同該等構築物及在該區域建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、路面標記及植物,使署長滿意,直至綠色區域根據本批地文件之特別條件第(6)條已交還政府管有。
- (b) 倘若承授人未能在署長規定的時限內履行其在本特別條件(a)款的義務,政府可進行必要的工程,費用一概由承授人負責,承授人須在政府要求時向政府支付相等於該等費用的金額,該金額由署長決定,其決定為最終決定並對承授人具有約束力。
- (c) 政府對於承授人履行其在本特別條件(a)款的義務 或政府行使本特別條件(b)款賦予的權利所產生或 附帶造成承授人或任何其他人士蒙受的任何損失、 損害、滋擾或干擾,毋須承擔任何責任,而承授 人不能就任何該等損失、損害、滋擾或干擾向政 府提出任何索償。"
- 2. 批地文件特別條件第(6)條規定:

"僅為了進行本批地文件之特別條件第(5)條指定的必要工程,承授人須於本協議訂立日獲授予綠色區域的管有權。綠色區域須於政府要求時交還政府,而在任何情況下,承授人在署長發出一封表示此等條件已在其滿意下獲得遵循的函件日期當作已交還政府。承授人須於其管有綠色區域的所有合理時間,准許所有政府及公共車輛及行人免費進入、通過及經過綠色區域,並確保該項進入的權利不受進行的工程干擾或阻礙,不論是按照本批地文件之特別條件第(5)條或其他規定進行的工程。"

# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES 公共設施及公眾休憩用地的資料

3. 批地文件特別條件第(7)條規定:

"未經署長事先書面同意,承授人不得將綠色區域用作儲存物件或搭建任何臨時構築物,或用作進行本批地文件之特別條件第(5)條指明的工程以外之任何用途。"

- 4. 批地文件特別條件第(8)條規定:
  - "(a) 承授人須於管有綠色區域期間的所有合理時候:
    - (i) 准許政府、署長、其官員、承辦商、代理人 及獲署長授權的任何人士有權出入、來回及 通過該地段及綠色區域,以便視察、檢查及 監督遵照本批地文件之特別條件第(5)(a)條規 定進行的任何工程,和進行、視察、檢查及 監督本批地文件之特別條件第(5)(b)條規定的 工程及任何其他署長認為於綠色區域必要的 工程;
    - (ii) 在政府或相關公用事業公司要求時,准許政府和相關公用事業公司要求時,准許政府和相關公用事業公司有權出入、來回及通過該地段及綠色區域,旨在綠色區域或任何毗連土地之內、之上或之下進行任何工程,包括但不限於鋪設及其後保養所有喉管、總、管道、電纜槽及擬為該地段或任何毗連或毗鄰土地或場所提供電話、電力、煤氣(如有)及其他設施所需的其他傳導媒介及附帶設備。承授人須就以上在綠色區域內進行的任何所述工程的所有相關事宜,與政府及獲其授權的相關公用事業公司充分合作;及
    - (iii) 在水務監督的官員及獲其授權的人士要求 時,准許他們有權出入、來回及通過該地段 及綠色區域,以便進行任何有關綠色區域內 任何其他水務設施的運作、保養、維修、更 換及改動工程。
  - (b) 倘因政府、署長、其官員、承辦商、代理及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司行使本權利所引起或附帶造成承授人或任何其他人士蒙受任何損失、損害、滋擾或干擾,政府、署長、其官員、承辦商、代理及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司概不承擔任何責任。"
- 5. 批地文件特別條件第(16)條規定:
  - "(a) 承授人須自費根據本特別條件(b)款規定依據署長可能要求或批准的位置、方式、材料及標準、水準、路線和設計鋪設、構建、提供、建造和平整獨立的行人道或路徑(包括署長全權酌情要求的樓梯、斜坡、照明和扶手電梯)(以下簡稱「內部行人通道」)。
  - (b) 建造和設計的內部行人通道須與本特別條件第 (17)(a)條規定的行人天橋和本特別條件第 (22)(a)條 規定的公眾休憩用地連接。
  - (c) 承授人須在整個授權期間自費保持並維護內部行 人通道處於良好堅固狀態,使署長滿意。
  - (d) 承授人須在整個租期期間保持內部行人通道每天 24小時或在署長批准的其它時間內免費不受干擾 向公眾開放。"
- 6. 批地文件特別條件第(17)條規定:
  - "(a) 承授人須於2023年12月31日\*或之前或署長批准的其它期限自費建造提供,令署長完全滿意:
    - (i) 按署長要求或批准在本批地文件附圖I上標有 "擬建行人天橋"處或署長指定的其它位置

(ii) 在擬建於該地段上的建築物內,支撐物和連接物須符合署長對行人天橋的規定或批准的規格、地點、水平,以便行人天橋能順利建造、行人能順利通過行人天橋出入內部行人通道。

(\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)

- (b) 倘若承授人未能在署長規定的上述期限內完成本特別條件(a)和(e)款規定的義務,政府可開展必要的施工或保養工程,費用由承授人承擔,承授人將在政府要求時向政府支付等同於該費用的金額,該金額由署長確定且是最終決定並對承授人具有約束力。為了開展上述工程,政府、其官員、代理人、承辦商、工人或其他正式授權人士有權在任何合理時間內自由及不受阻礙地進入該地段或其任何部分及其任何已建或擬建建築物。政府權人士對於因行使本條所賦予的出入權力而引致或附帶使承授人遭受的任何損失、損害、滋擾或干擾向其提出任何索償。
- (c) (i) 該行人天橋只能用於供任何公眾人士步行或 乘坐輪椅通過之目的。
  - (ii) 承授人不得使用或許可或允許他人使用該行人 道內外之任何部分做廣告或展示任何標 牌、通知或展板,除非經過署長批准或要求。
  - (iii) 承授人不得做出或許可或允許他人在行人 天橋上做出任何事情,以致滋擾、打擾或 對通過行人天橋下面的任何人或車輛或對 鄰近地段或物業的任何業主或佔有人造成 不便或損害。
  - (iv) 承授人須在行人天橋存在的整個期間或署長 批准的其它時期之白天或晚上合理時間內允 許所有公眾人員士為一切合法目的自由免費 步行或乘坐輪椅上下、通過及反復來回、穿 過該行人天橋。
  - (d) 承授人須對承授人、其傭僕、工人和承辦商在行人天橋施工、更改、維修和保養中之作為、不作為、任何事情所引致的一切債務和一切訴訟、司法程序、費用、索償、開支、損失、損害、收費及任何性質的要求彌償政府、其官員、代理人、承辦商、工人或其他正式授權人士。
  - (e) 在整個批地年期,承授人須自費管理並保持該行人 天橋處於良好及修繕妥當狀態,令署長全面滿意。
  - (f) 倘若該地段或其任何部分進行重建,該行人天橋 或其任何部分需 要拆除,承授人須在署長規定的 期限內,自費按照署長批准或要求的設計、材料 及寬度、水平和位置,建造完成新的行人天橋或 其部分,使署長滿意。

#### **公共設施及公眾休憩用地的資料**

- (g) 特此明確同意、聲明及訂明,根據本批地文件之 特別條件第(16)(d)條及本特別條件(c)(iv)款規定對 承授人施加的義務並非指承授人擬奉獻或政府同 意將該內部行人通道或行人天橋奉獻給公眾享有 其通行權。
- (h) 特此明確同意並聲明,本批地文件之特別條件第 (16)(d)條及本特別條件(c)(iv)款所載承授人的義務 不得期望或要求獲得新增上蓋面積或地積比有關 的特許權或權利,不論是依據《建築物 (規劃) 規例》第22(1)條規定及其任何修訂條款、替代條 款或其他規定。為免生歧義,承授人明確放棄依據《建築物 (規劃) 規例》第22(1)條規定及其任何修訂條款、或替代條款規定有關新增上蓋面積 或地積比的一切索求。"
- 7. 批地文件特別條件第(20)條規定:

#### "(a) 承授人須:

- (i) 於2023年12月31日\*或之前或在署長批准的其它日期按照署長批准的方式、材料、標準、水平、定線及設計自費,使署長全面滿意:
  - (I) 在粉紅色加綠色交叉線加黑點區域鋪設 行人徑及停車處範圍(以下簡稱「行人 徑及停車處範圍」);
  - (II) 提供、建造暗渠、污水渠、排水渠、路面、道路或署長全權酌情要求的其它構築物(以下統稱為「上述構築物」);及
  - (III) 在行人徑及停車處範圍地面提供兩個停車處範圍,每個寬度不小於2.75米,用於汽車(包括的士)上落乘客;

以便車輛和行人交通可在行人徑及停車處範 圍上通行;

- (\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)
- (ii) 於2023年12月31日\*或之前或在署長批准的其它日期,自費在行人徑和停車處範圍鋪設路面、路緣及管道,並提供署長可能要求的集水溝、消防龍頭連同接駁至總喉的喉管、服務設施、路燈、交通標誌、街道設施、路面標記和植物,至署長滿意;及
  - (\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)
- (iii) 在任何時候自費管理並保持粉紅色加綠色交 叉線加黑點區域連同上述構築物及所有構築 物、路面、集水溝、消防龍頭、服務設施、 路燈、交通標誌、街道設施、路面標記和植 物,使署長滿意。
- (b) 承授人須允許署長、其官員、承辦商、工人及正式授權的任何其他人士在一切合理時間內攜帶或不攜帶工具、設備、機器或汽車自由出入通過該地段視察、檢查和監督依據本特別條件(a)款開展的任何工程,開展、視察、檢查和監督依據本特別條件(c)款下的工程及署長認為有必要在行人徑及停車處範圍進行的其它工程。

- (c) 倘若承授人在規定的時間內或在緊急情況下未履 行本特別條件(a)款規定的義務,政府可實施必要 的工程,費用由承授人承擔,承授人須在政府要 求時向政府支付相當於工程費用的金額,該金額 由署長確定,該決定為最終決定並對承授人具有 約束力。
- (d) 政府、署長、其官員、承辦商和授權的任何其他 人士對於履行承授人在本特別條件(a)款規定的義 務或行使政府在本特別條件(c)款權利或其它情況 下使承授人或任何其他人遭受的任何損失、損害、 滋擾或干擾概不承擔任何責任。承授人不得就有 關任何該等損失、損害、滋擾或干擾向政府或署 長及其授權官員和人士提起任何索償或其它要求。
- (e) (i) 承授人在完成本特別條件(a)(i)和(a)(ii)款所述 工程之後,須允許所有公眾人士在在白天或 晚主所有時間內合法免費使用停車處範圍作 汽車(包括的士)上落乘客之用途,並行使 本特別條件(e)(ii)款所允許的車輛通行權,步 行或乘坐輪椅通過、反復通過、來回穿過行 人徑及停車處範圍。
  - (ii) 為了按本特別條件(e)(i) 款規定從汽車(包括的士)上落乘客,承授人有權在本文件附圖I所示X點和Y點之間通過Z點作為車輛通道進出行人徑及停車處範圍。
  - (iii) 政府或署長、或其授權官員對於履行承授人 在本特別條件(e)(i)款下的義務使承授人遭受 或附帶遭受的任何損失、損害、滋擾或干擾 概不承擔任何責任。承授人不得就有關任何 該等損失、損害、滋擾或干擾向政府或署長 或其授權官員提起任何索償或其它要求。
- (f) 特此明確同意、聲明及訂明,根據本特別條件(e)(i) 款規定對承授人施加的義務並非指承授人擬奉獻或政府同意將該行人徑及停車處範圍或其任何部分奉獻給公眾享有其通行權。
- (g) 特此明確同意並聲明,不得以本特別條件(e)(i)款 所載承授人的義務期望或要求獲得新增上蓋面積 或地積比有關的特許權或權利,不論是依據《建 築物(規劃)規例》第22(1)條規定及其任何修訂條 款、替代條款或其它規定。為免生歧義,承授人 明確放棄依據《建築物(規劃)規例》第22(1)條 規定及其任何修訂條款、或替代條款規定有關新 增上蓋面積或地積比的一切索求。
- (h) 在計算本批地文件之特別條件第(13)(c)條規定的 總樓面面積時,依據本特別條件(a)(i)(III)款規定提 供該地段內的停車處範圍不列入計算。
- (i) 依據本特別條件(a)(i)(III)款規定提供該地段內的停車處範圍須指定為並構成本批地文件之特別條件第(30)(a)(v)條所述公用地方之部分。"
- 8. 批地文件特別條件第(22)條規定:
  - "(a) (i) 承授人須於2023年12月31日\*或之前或在署長批准的其它日期自費在該地段內架設、建造、提供一個不少於300平方米的公眾休憩用地,該公眾休憩用地須按照署長批准的方式、材料、設計設置、塑造、維修、美化、綠化、處理、提供連同配備設備和設施,包括輪椅通行設施,使署長完全滿意(以下簡稱「公眾休憩用地」)。

(\*根據港島西及南區地政處於2020年7月3日發出的信件,此日期更改為2024年6月30日。)

#### 公共設施及公眾休憩用地的資料

- (ii) 在該公眾休憩用地的位置及設計經署長書面 批准之前,不得進行任何施工(本批地文件 之特別條件第(2)條所述拆遷工程,土地勘察 和地盤平整工程除外)。
- (iii) 承授人須在整個同意授權期間自費保持、管理、維修並清潔該公眾休憩用地處於良好妥當狀況,保持其安全、清潔、整潔衛生的狀態,使署長完全滿意。
- (iv) 承授人在按照本特別條件(a)(i)款規定完成公 眾休憩用地之後,須允許所有公眾人士在白 天或晚上一切時間內或在署長全權酌情規定 的時間內為一切合法目的自由免費通過、反 復通過、經過穿過並享用該公眾休憩用地。
- (v) 除署長事先書面批准之外,承授人須將該地段的不可分割份數分配給該公眾休憩用地,署長認為這在本批地文件之特別條件第(30)條所述公契中是恰當的。
- (vi) 即使有與此相反的條文,承授人不得轉讓、 按揭、抵押、批租、分租、放棄管有權或以 其它方式處理或妨礙公眾休憩用地或其任何 部分或其任何權益或簽署此類協議,惟本批 地文件之特別條件第(28)(d)條規定的建築物 按揭除外。
- (vii) 政府、署長、其官員、承辦商和署長授權的任何其他人士對於公眾人士依據本特別條件 (a)(iv) 款規定使用該公眾休憩用地而使承授人遭受的任何性質的損失、損害、滋擾、干擾、傷亡概不承擔任何責任。承授人不得向政府就有關任何該等損失、損害、滋擾、干擾、傷亡提起任何索償。
- (viii) 承授人須對承授人、其傭僕、工人和承辦商在公眾休憩用地施工、提供、使用、維修、保養和管理中的作為、不作為、任何事情引致的一切債務和一切訴訟、司法程序、費用、索償、開支、損失、損害、押記及任何性質的要求賠償政府、其官員、代理人、承辦商、工人或其他正式授權人士。
- (b) (i) 承授人須自費在公眾休憩用地內和粉紅色加綠色交叉線加黑點區域內本文件附圖I上標有"T"和"U"所示兩點之間位置或署長規定或批准的其它位置、及其方式、材料和寬度不小於2.75米或其它尺寸及標準、水平、定線和設計鋪設、構建、提供、建造和平整獨立的行人路或路徑(包括署長全權酌情要求供傷殘人士使用的樓梯、斜坡和照明)(以下統稱為「行人路」)。行人路須以最短的路線與士他花利街和結志街連接。
  - (ii) 承授人須在整個批租期間自費管理、保持行 人路處於良好及修繕妥當狀況,使署長完全 滿意。
  - (iii) 承授人在按照本特別條件(b)(i)款規定完成行人路後,須在此之後的整個批租期間須保持行人路開放,供所有公眾人士每天24小時或在署長批准的其它時間內步行或乘坐輪椅不受干擾免費通過行人路從士他花利街往返結志街。
  - (iv) 政府、署長及其官員、承辦商和署長授權的任何人士對於承授人或任何其他人因履行本特別條件(b)(iii)款項下承授人的義務而遭受的任何損失、損害、滋擾或干擾概不承擔任何責任。不得對其或他們就有關任何該等損失、損害、滋擾或干擾提起任何索償。

- (c) (i) 特此明確同意、聲明及訂明,本特別條件(a) (iv) 款和(b)(iii) 款對承授人施加的義務並非指承授人擬奉獻或政府同意將公眾休憩用地或行人路奉獻給公眾享有其通行權。
  - (ii) 特此明確同意及聲明,不得根據本特別條件 (a)(iv)款和(b)(iii)款所載承授人的義務期望或 要求獲得新增上蓋率或地積比有關的特許權 或權利,不論是依據《建築物(規劃)規例》 第22(1)條規定及其任何修訂條款、替代條款 或其它規定。為免生歧義,承授人明確放棄 依據《建築物(規劃)規例》第22(1)條規定 及其任何修訂條款、或替代條款規定有關新 增上蓋率或地積比的任何及一切索求。
  - (iii) 承授人在轉讓或處理該地段或其任何部分或 其任何權益、該地段上的任何建築物或其任 何部分或簽訂此類協議之前,須自費向署長 提交書面保證,據此,承授人無條件不可撤 銷地:
    - (I) 保證履行其在本特別條件下的義務;及
    - (II) 對於因違約或未履行其在本特別條件下 的任何義務給政府造成的一切損失、損 害、費用、收費、開支和債務進行賠償。

該書面保證受香港法律規限,並須以署長批 准的格式書寫。

- (iv) 就本特別條件而言,"承授人"一詞不包括 其受讓人。
- (v) 在計算特別條件第(13)(c)條規定的總樓面面 積時,依據特別條件提供的公眾休憩用地(包 括其中的行人路部分)不予計算。"
- C. 公契中關於各項設施和休憩用地及該土地各部分的條文
  - 1. 《公契及管理協議》(「公契」)第1.1條訂明:

『於「本契約」,如上下文意允許或規定,以下詞語將 具以下釋義:

「行人天橋」指政府批地文件特別條件第 (17)(a)(i) 條所指的「行人天橋」,連同所有支撐件和連接段 (包括地政總署署長絕對酌情認為對行人天橋任何未來延展部分而言屬必要的任何支撐件和連接段),以及地政總署署長絕對酌情要求的所有支撐件、斜路、相關樓梯及樓梯平台、自動扶梯、升降梯,以及內外配件及固定裝置與照明裝置。為免存疑,「行人天橋」包括構成發展項目公用地方及設施的行人天橋部分,以及根據政府批地文件須建造和提供的伸出該土地的剩餘部分;

「行人徑及停車處範圍」指政府批地文件特別條件第 (20) (a) 條所指的「行人徑及停車處範圍」, 連同在其上及其內可能提供和建造的溝渠、污水渠、排水渠、行人路、道路或其他構築物,行人徑及停車處範圍現於公契圖則的地下高層平面圖上顯示並分別標為「行人徑」及「停車處」,僅供識別;

「綠色區域」指政府批地文件特別條件第 (5)(a)(i)(I) 條所指的「綠色區域」, 連同橋樑、隧道、上跨路、下通道、溝渠、高架道路、行車天橋、行人路、道路或地政總署署長全權酌情要求的其他構築物, 現於隨附於政府批地文件標為「圖則 I」的圖則上以綠色顯示;

「內部行人通道」指政府批地文件特別條件第 (16)(a) 條所指及界定的「內部行人通道」,現於公契圖則的地下樓面平面圖、地下高層平面圖及1樓平面圖上以粉紅色間黑斜線及黃色間黑斜線顯示,僅供識別(如果其可於公契圖則上識別);

#### **公共設施及公眾休憩用地的資料**

「行人路」指政府批地文件特別條件第 (22)(b)(i) 條所指及界定的「行人路」,現於公契圖則的地下樓面平面圖及地下高層平面圖上以紫色虛線顯示並標為「PED WAY」,僅供識別;

「POS」指由發展項目的公眾休憩用地及其他部分組成的區域,現於公契圖則的地下樓面平面圖和地下高層平面圖與公契圖則的立面圖上以靛藍色顯示及於公契圖則的綠化地帶平面圖上以綠色及綠色間黑色交叉斜線顯示,僅供識別(如果其可於公契圖則上識別);

「公眾休憩用地」指政府批地文件特別條件第 (22)(a) 條所指的「公眾休憩用地」;

2. 「公契」第3章第3.1條訂明:

"第一業主只要仍是任何不分割份數的實益業主,就具有唯一及絕對的權利及不受限制的酌情權,在他認為合適的任何時候及不時作出下列行為或行動及行使下列全部或任何權利:

- (a) 在政府批地文件特別條件第(17)條的規限下,有權 在行人天橋表面或其任何部分之上裝飾、安裝、 張貼、投射或允許在其上裝飾、安裝、張貼或投 射飾品、裝飾物、燈光(不論是否為臨時或永久 照明,包括但不限於透過熒光燈或發光二極管顯 示器)及對行人天橋開展任何改造或其他工程, 但是:
  - (i) 行使本權利不能干涉業主持有、使用、佔用 及享用他的單位之權利或不合理地阻礙或限 制出入該單位;
  - (ii) 已經根據法律和政府批地文件取得所有相關 當局要求的一切批准或同意;
  - (iii) 第一業主獨自負責支付因取得上文(ii)段所述 批准或同意及開展有關改造或其他工程而應 付的任何費用或成本;
  - (iv) 其他業主毋須因第一業主行使該權利而承擔 或支付本公契項下的任何額外管理費或其他 費用、開支或分擔款項;及
  - (v) 第一業主須保證盡量減少對其他業主的滋擾 並自費修復因行使其在本條下的權利而造成 的任何損壞。"
- 3. 「公契」第4章第4.6條訂明:

"年度預算須涵蓋該土地及發展項目、行人天橋及綠色區域(直至其管有權交還予政府)的管理開支,在不影響上述一般適用範圍下,包括:

.....

- (o) 按本公契及/或根據政府批地文件維修、維護及管理 行人天橋及綠色區域;"
- 4. 「公契」第4章第4.7條訂明:

"年度預算須劃分為下列部分:

(a) 第1部分須涵蓋管理人認為(除非有明顯錯誤,管理人的決定是終局性的)供全體業主享用或妥善管理該土地及發展項目、發展項目公用地方及設施、行人天橋及綠色區域所需的一切開支;"

5. 「公契」第5章第5.2條訂明:

"在不限制本公契明文賦予管理人的其他權力的一般適用 範圍下,管理人有權:

(a) 移走及扣留停泊在非指定作停泊用途的任何公用地 方及設施和綠色區域或造成阻塞或業主真正的賓客、 訪客或受邀者拖欠泊車費(如有)的任何車輛,移 走過程中或因此對有關車輛造成的任何損害由該車 輛的擁有人全權負責;

.....

- (i) 按照本公契及政府批地文件維護、管理及維修綠色 區域、內部行人通道(如果構成公用地方及設施的 一部分)、行人天橋、行人徑及停車處範圍和私人 休憩用地。"
- 6. 「公契」第 10 章第 10.13 條訂明:

"即使本公契載有任何規定,在綠色區域的管有權根據政府批地文件交還予或被視為已交還予政府之前,根據政府批地文件特別條件第 (5)(a)(iii) 條,管理人須代表全體業主保養綠色區域及其上或其內興建、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及機器設備,業主須承擔保養和維修綠色區域及其上或其內其他構築物產生的費用和開支,猶如其為公用地方及設施的一部分。"

- 7. 「公契」第 10 章第 10.14 條訂明:
  - "(a) 根據政府批地文件特別條件第(16)(c)條規定,(i) 業主須自費保養內部行人通道(如果構成公用地 方及設施的一部分)及(ii) MPAH業主須自費保養 內部行人通道(如果構成 MPAH的一部分)處於修 繕妥當狀態,在一切方面達致地政總署署長滿意。
  - (b) (i) 業主須保持內部行人通道(如果構成公用地方及設施的一部分)及(ii) MPAH業主須保持內部行人通道(如果構成 MPAH的一部分)開放供公眾人士每天24小時或在地政總署署長批准的其他時段免費無任何干擾地使用。"
- 8. 「公契」第 10 章第 10.15 條訂明:
  - "(a) 根據政府批地文件特別條件第(17)(e)條規定,業 主須自費管理及保養行人天橋處於修繕妥當狀態, 在一切方面達致地政總署署長滿意。
  - (b) 業主須於地政總署署長批准的整個期間的日間和 夜間所有合理時間或地政總署署長批准的其他時 段(行人天橋於此期間存在),允許所有公眾人 士為一切合法目的免費自由地步行或乘輪椅在行 人天橋之上、之間、之下經過及再經過。"
- 9. 「公契」第 10 章第 10.17 條訂明:

"根據政府批地文件特別條件第 (20)(a)(iii) 條規定,業主須自費管理及保養行人徑及停車處範圍連同其上或其內興建、安裝及提供的所有構築物、路面、溝渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及機器設備,以達致地政總署署長滿意。"

- 10. 「公契」第 10 章第 10.18 條訂明:
  - "(a) 根據政府批地文件特別條件第(22)(a)(ii)條規定, POS業主須自費保養、管理、維修及清潔POS(包括但不限於公眾休憩用地)處於修繕妥當狀態,

#### 公共設施及公眾休憩用地的資料

並保持其處於安全、清潔、整齊、整潔和健康狀態,在一切方面達致地政總署署長滿意。

- (b) POS業主須於日間和夜間的所有時間或地政總署署長全權酌情規定的時間內,允許所有公眾人士為一切合法目的免費自由地經過、再經過、享用POS(包括但不限於公眾休憩用地)及沿途通行往返。"
- 11. 「公契」第 10 章第 10.19 條訂明:
  - "(a) 根據政府批地文件特別條件第(22)(b)(ii)條規定, POS業主須自費管理及保養行人路(如果構成POS 的一部分)處於修繕妥當狀態,在一切方面達致 地政總署署長滿意。
  - (b) 根據政府批地文件特別條件第(22)(b)(ii)條規定, 業主須或須安排管理人管理及保養行人路(如果 構成公用地方及設施的一部分)處於修繕妥當狀 態,在一切方面達致地政總署署長滿意。
  - (c) POS業主須保持行人路(如果構成POS的一部分) 開放供所有公眾人士每天24小時或在地政總署署 長批准的其他時段免費無任何干擾地步行或乘輪 椅通行,以通過行人路從士他花利街往返結志街。
  - (d) 業主須或須安排管理人保持行人路(如果構成公 用地方及設施的一部分)開放供所有公眾人士每 天24小時或在地政總署署長批准的其他時段免費 無任何干擾地步行或乘輪椅通行,以通過行人路 從士他花利街往返結志街。"
- 12. 「公契」附錄二 B 部份第 1 條訂明:
  - "(c) 公眾每天24小時或在地政總署署長批准的其他時 段免費無任何干擾地使用內部行人通道(如果構 成公用地方及設施的一部分)的權利。
  - (d) 於地政總署署長批准的整個期間的日間和夜間所有合理時間或地政總署署長批准的其他時段(行人天橋於此期間存在),所有公眾人士為一切合法目的免費自由地步行或乘輪椅在行人天橋之上、之間、之下經過及再經過的權利;
  - (e) 地政總署署長、其官員、承辦商、工人及其授權的任何其他人士(不論是否帶上工具、設備、機械或汽車)為政府批地文件特別條件第(20)(b)條就行人徑及停車處範圍訂明的目的,自由及不受限制地進出與往返公用地方及設施的權利;
  - (f) 根據政府批地文件特別條件第(20)(e)條,所有公 眾人士在日間和夜間的所有時間為一切合法目的 免費自由地使用行人徑及停車處範圍的停車處, 以供汽車(包括的士)上落乘客及/或步行或乘輪 椅在行人徑及停車處範圍之間及之上經過及再經 過的權利;
  - (i) 所有公眾人士每天24小時或在地政總署署長批准 的其他時段免費無任何干擾地步行或乘輪椅使用 行人路通行,以通過行人路(如果構成公用地方 及設施的一部分)從士他花利街往返結志街。"
- 13. 「公契」附錄二 B 部份第 2 條訂明:
  - "(a) 所有公眾人士在日間和夜間的所有時間或在地政 總署署長全權酌情規定的時間為一切合法目的免 費自由地經過、再經過、享用公眾休憩用地及沿 途通行往返的權利;及

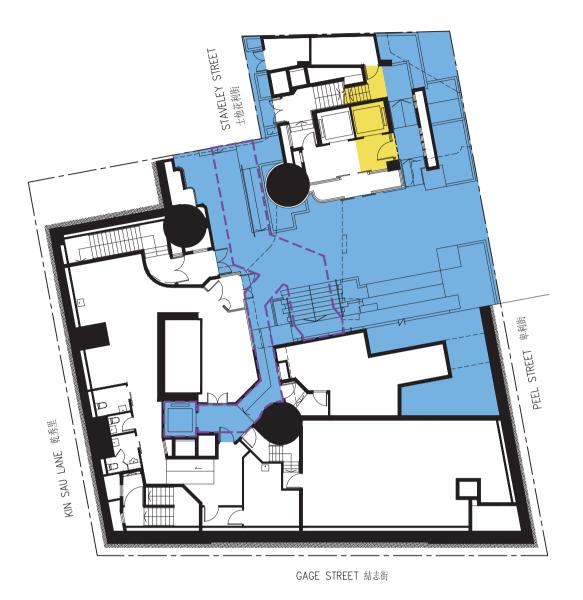
- (b) 所有公眾人士每天24小時或在地政總署署長批准的其他時段免費無任何干擾地步行或乘輪椅使用行人路通行,以通過行人路(如果構成POS的一部分)從士他花利街往返結志街的權利。"
- 14. 「公契」附錄二 B 部份第 3 條訂明:
  - "(a) 公眾每天24小時或在地政總署署長批准的其他時 段免費無任何干擾地使用內部行人通道(如果構成MPAH的一部分)的權利;及
  - (b) 業主或任何一方、傭工、工人、僱主、代理人及/ 或被許可人在任何時間帶上或不帶上工具在MPAH (包括內部行人通道(如果構成MPAH的一部 分))、其上、其內及/或通過其一個或多個部分 鋪設及/或安裝機電設施(就本條而言,稱為「機 電設施」),以及免費及不受任何干擾地進入機 電設施檢查、安裝、更換、維修及/或保養機電設 施的權利,但是MPAH業主須絕對酌情批准及限 制機電設施的類型、數量、規格、性質及設計(如 果作出任何批准,該等批准受到MPAH業主不時 訂明的條件的規限),且必須先獲得MPAH業主 的書面同意(如果作出任何同意,該等同意受到 MPAH 業主不時訂明的條件的規限) ,方能開展任 何該等檢查、安裝、更換、維修及/或保養 (緊急 情況除外),另外,業主(不包括MPAH業主) 或各方須立即自費修復因此造成的任何損壞,以 達致MPAH業主滿意。"
- 15. 「公契」附錄三第8條訂明:
  - "(e) 行人徑及停車處範圍或其任何部分不得用作除 停車處、車輛通道及步行或乘輪椅通行的行人通 道或者地政總署署長全權酌情批准的其他用途 以外的任何其他用途。行人徑及停車處範圍或其 任何部分的停車處內不得存放任何貨物。行人徑 及停車處範圍的行人徑不得存放或停泊任何貨 物或車輛。"
- 16. 「公契」附錄三第 29 條訂明:
  - "(b) 構成發展項目公用地方及設施一部分的平台(包括構成發展項目公用地方及設施一部分的行人天橋的部分)的外觀、飾面及/或正面的任何改變,須獲得第一業主的事先書面批准,第一業主可以該改變導致平台的外觀、飾面及/或正面與行人天橋所連接或將連接的毗鄰發展項目的外觀、飾面及/或正面不一致為由不予以批准。"

# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES 公共設施及公眾休憩用地的資料

Plans Showing Green Area, Internal Pedestrian Walkway, Footbridge, Footpath and Lay-bys Area, Public Open Space and Pedestrian Way

顯示綠色區域、內部行人通道、行人天橋、行人徑及停車處範圍、公眾休憩用地及行人路的平面圖

G/F 地下





UG/F 高層地下



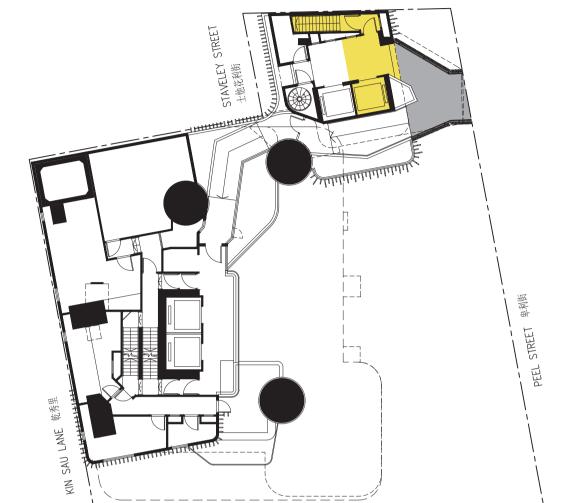
Legend GAGE STREET 結志街 GAGE STREET 結志街 Public open space 公眾休憩用地

公共設施及公眾休憩用地的資料

Plans Showing Green Area, Internal Pedestrian Walkway, Footbridge, Footpath and Lay-bys Area, Public Open Space and Pedestrian Way

顯示綠色區域、內部行人通道、行人天橋、行人徑及停車處範圍、公眾休憩用地及行人路的平面圖

1/F 1樓

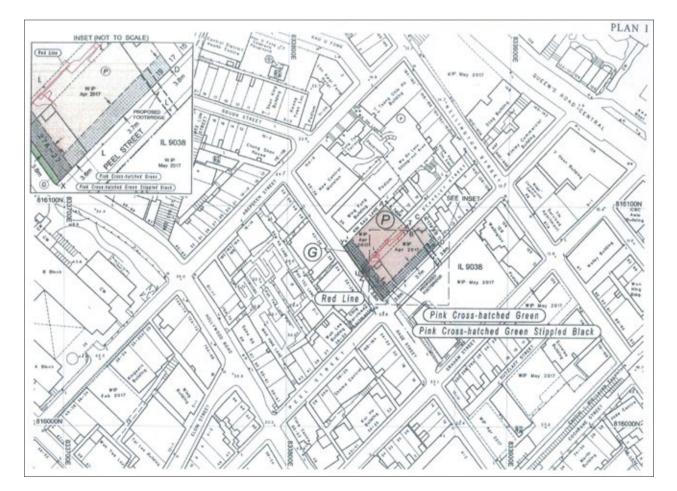




Legend 圖例

Internal pedestrian walkway 內部行人通道

Footbridge 行人天橋



GAGE STREET 結志街

### Legend 圖例



Green Area 綠色區域

#### Notes:

- 1. This plan is extracted from plan I annexed to the Land Grant.
- 2. It is not practicable to show the locations of "Structures" and "the said Structures" on the plan.
- 3. The plan is for showing the location of the Green Area only. Other matters shown on the plan may not reflect their latest condition.

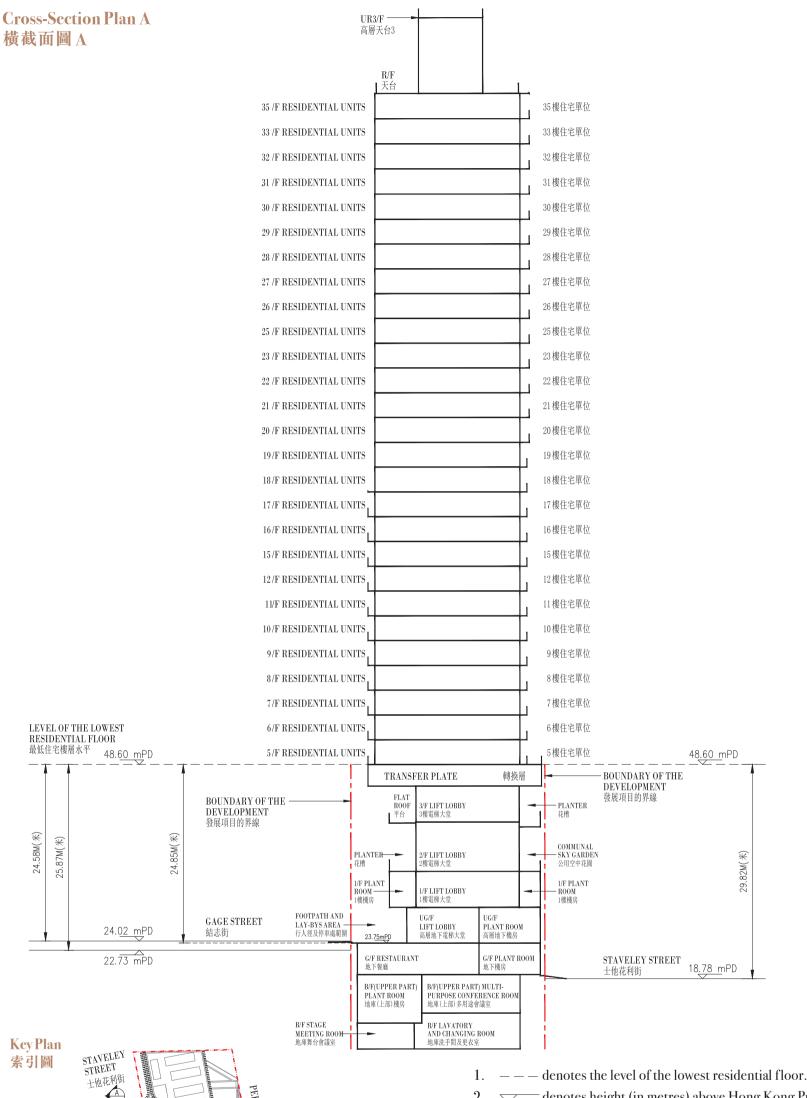
- 1. 此圖摘錄自附於批地文件的圖則I。
- 2. 在切實可行範圍內未能於上圖顯示「上述構築物」及「該等構築物」的位置。
- 3. 上圖僅作顯示綠色區域的位置,圖中所示的其他事項未必反映其最新狀況。

### WARNING TO PURCHASERS 對買方的警告

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

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

### CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT 發展項目中的建築物的橫截面圖



- 2. denotes height (in metres) above Hong Kong Principal Datum.
- 3. The part of Gage Street adjacent to the building is 22.73 metres to 24.02 metres above the Hong Kong Principal Datum.
- 4. The part of Staveley Street adjacent to the building is 18.78 metres above the Hong Kong Principal Datum.
- The part of Footpath and Lay-bys Area adjacent to the building is 23.75 metres above the Hong Kong Principal Datum.
- 1. --- 代表最低住宅樓層水平。
- 一代表香港主水平基準以上高度。
- 毗鄰建築物的一段結志街為香港主水平基準以上22.73米至 24.02 米。
- 毗鄰建築物的一段士他花利街為香港主水平基準以上18.78米。
- 毗鄰建築物的一段行人徑及停車處範圍為香港主水平基準以上 的23.75米。

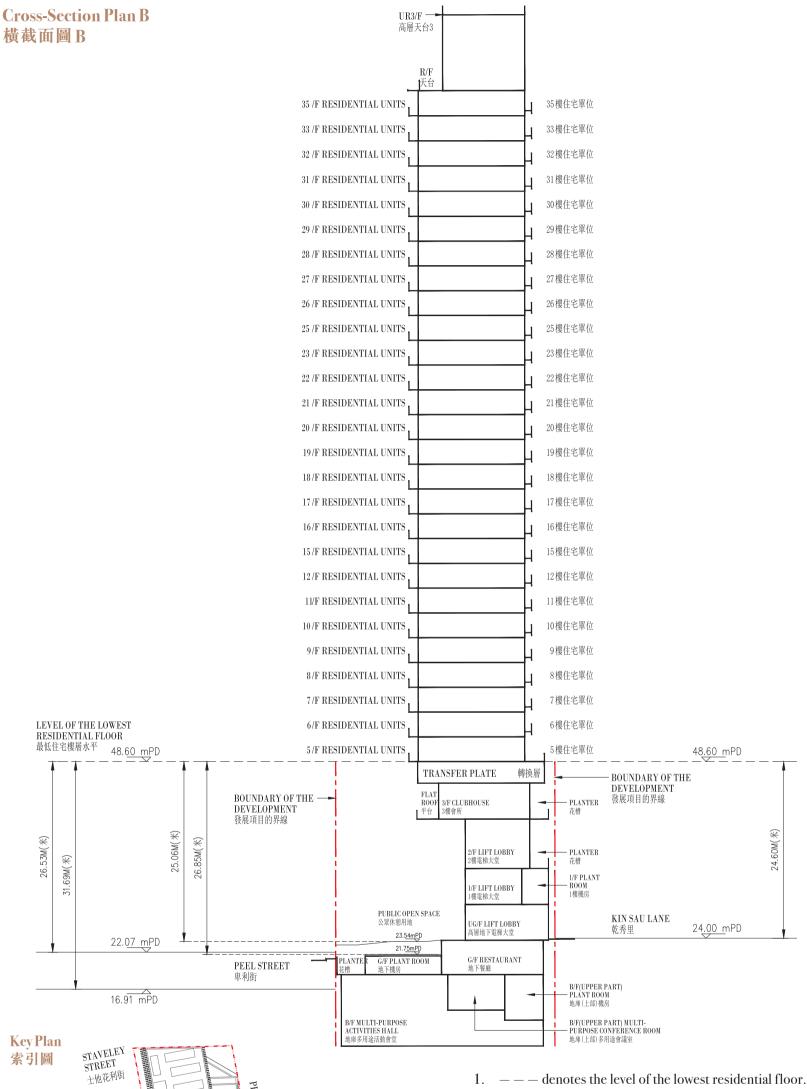
KINSAULANE乾秀里

● GAGE STREET 結志街

Boundary of the Development

發展項目的界線

### CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT 發展項目中的建築物的橫截面圖



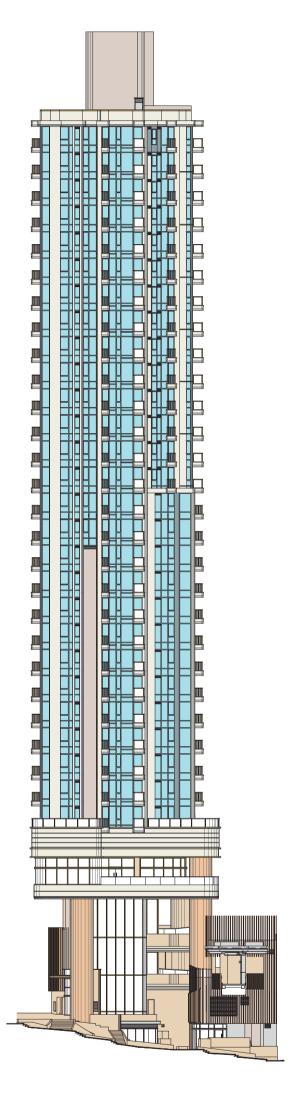
- denotes height (in metres) above Hong Kong Principal Datum.
- The part of Peel Street adjacent to the building is 16.91 metres to 22.07 metres above the Hong Kong Principal Datum.
- The part of Kin Sau Lane adjacent to the building is 24.00 metres above the Hong Kong Principal Datum.
- The part of Public Open Space adjacent to the building is 21.75 metres to 23.54 metres above the Hong Kong Principal Datum.
- 1. --- 代表最低住宅樓層水平。
- 毗鄰建築物的一段卑利街為香港主水平基準以上16.91米至 22.07米。
- 4. 毗鄰建築物的一段乾秀里為香港主水平基準以上24.00米。
- 毗鄰建築物的一段公眾休憩用地為香港主水平基準以上21.75 米至23.54米。

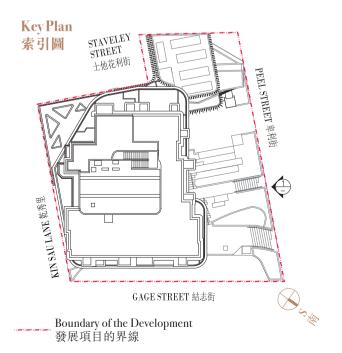
GAGE STREET 結志街

Boundary of the Development

發展項目的界線

Elevation Plan 1 立面圖 1





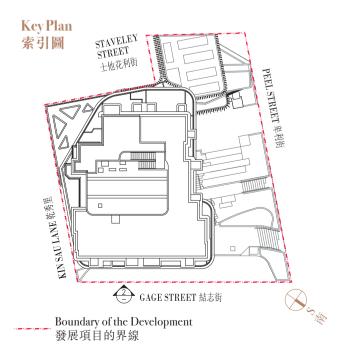
The Authorized Person for the Development certified that the elevations shown on this plan:

- 1. are prepared on the basis of the approved building plans for the Development as of 23 August 2021; and
- 2. are in general accordance with the outward appearance of the Development.

- 1. 以 2021 年 8 月 23 日的情況為準的發展項目的經批淮的建築圖 則為基礎擬備;及
- 2. 大致上與發展項目的外觀一致。

Elevation Plan 2 立面圖 2



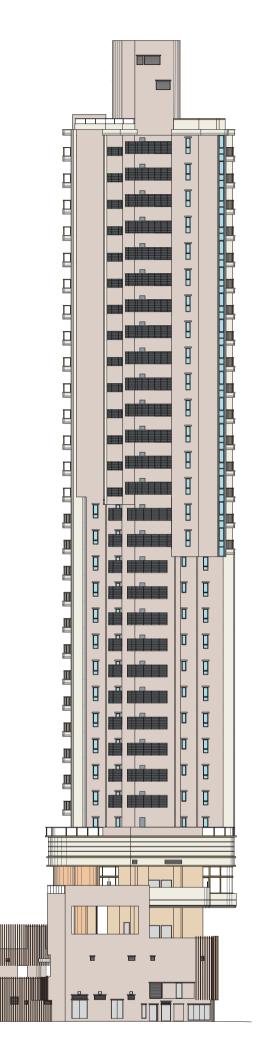


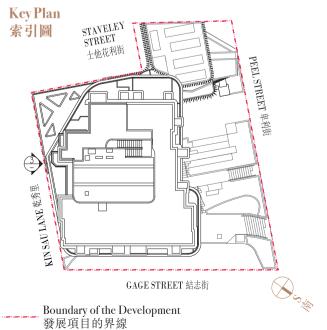
The Authorized Person for the Development certified that the elevations shown on this plan:

- 1. are prepared on the basis of the approved building plans for the Development as of 23 August 2021; and
- 2. are in general accordance with the outward appearance of the Development.

- 1. 以2021年8月23日的情況為準的發展項目的經批淮的建築圖 則為基礎擬備;及
- 2. 大致上與發展項目的外觀一致。

Elevation Plan 3 立面圖 3





The Authorized Person for the Development certified that the elevations shown on this plan:

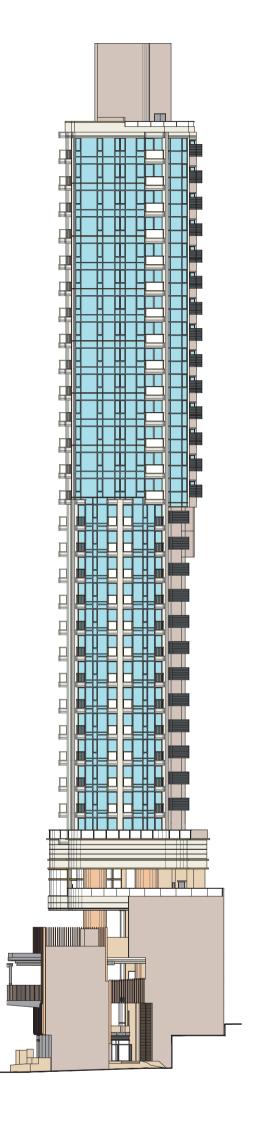
- 1. are prepared on the basis of the approved building plans for the Development as of 23 August 2021; and
- 2. are in general accordance with the outward appearance of the Development.

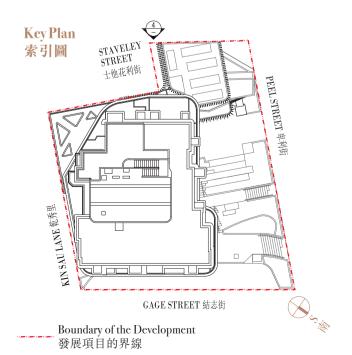
- 1. 以2021年8月23日的情況為準的發展項目的經批淮的建築圖 則為基礎擬備;及
- 2. 大致上與發展項目的外觀一致。

# **ELEVATION PLAN**

立面圖

Elevation Plan 4 立面圖 4





The Authorized Person for the Development certified that the elevations shown on this plan:

- 1. are prepared on the basis of the approved building plans for the Development as of 23 August 2021; and
- 2. are in general accordance with the outward appearance of the Development.

- 1. 以2021年8月23日的情況為準的發展項目的經批淮的建築圖 則為基礎擬備;及
- 2. 大致上與發展項目的外觀一致。

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

	Common facilities		Covered areaUncovered area有上蓋遮蓋沒有上蓋遮蓋		Total 總數		
	公用設施	Area 面積 (sq.m平方米)	Area 面積 (sq.ft平方呎)	Area 面積 (sq.m平方米)	Area 面積 (sq.ft平方呎)	Area 面積 (sq.m平方米)	Area 面積 (sq.ft平方呎)
(a)	Residents' clubhouse (including any recreational facilities for residents' use) 住客會所(包括供住客使用的任何康樂設施)	328.474	3536	42.955	462	371.429	3998
(b)	Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise) 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱)	Not applicable 不適用		Not applicable 不適用		Not applicable 不適用	
(c)	Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱)	206.054	2218	60.131	647	266.185	2865

#### Note:

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

#### 備註:

上述以平方呎顯示的面積由以平方米顯示之面積以1平方米 = 10.764平方 呎換算平方呎之方法計算得出,並四捨五入至整數,與平方米表述之面 積可能有些微差異。

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

- 1. The address of the website on which a copy of the outline zoning plan relating to the Development is available is: http://www.ozp.tpb.gov.hk.
- 2. A copy of the latest draft of every deed of mutual covenant in respect of the Development as at the date on which the residential properties are offered to be sold is available for inspection free of charge at the place at which the residential properties are offered to be sold.
- 1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯 網網站的網址為:http://www.ozp.tpb.gov.hk。
- 2. 發展項目的每一公契於住宅物業提供出售日期的最新擬稿的 文本將存放在住宅物業的售樓處,以供免費閱覽。

#### 1. Exterior finishes

Iten	n	Description				
(a)	External wall	Type of finishes	Tile, aluminium cladding, metal louvre, glass cladding, glass wall, metal architectural feature, curtain wall and stone cladding			
(b)	Window	Material of frame	Fluorocarbon coated aluminium			
		Material of glass	Laminated tempered glass, obscured tempered glass and insulated glass			
(c)	Bay window	Material of bay window and window sill finishes	No bay window			
(d)	Planter	Type of finishes	No planter			
(e)	Verandah or	(i) Type of finishes	Balcony	Aluminium framed laminated tempered glass balustrade with aluminium top rail		
	balcony		Balcony floor	Tile		
			Balcony wall	Aluminium cladding		
			Balcony ceiling	Exterior paint		
			Verandah	No verandah		
		(ii) Whether it is covered	Balcony: Yes			
			Verandah: No verandah			
(f)	Drying facilities for clothing	Type and material	No drying facilities			

#### 2. Interior finishes

Item	Description	Description					
		Type of wall finishes	Type of floor finishes	Type of ceiling finishes			
(a) Lobby	G/F Lobby	Natural stone	Natural stone	Emulsion paint on gypsum board			
	UG/F Lobby	Natural stone, timber veneer and metal	Natural stone	Natural stone, timber veneer and emulsion paint on gypsum board			
	1/F Lobby	Natural stone, timber veneer and metal	Natural stone	Timber veneer, mirror, metal and emulsion paint on gypsum board			
	2/F Lobby	Natural stone, timber veneer and metal	Natural stone	Timber veneer and emulsion paint on gypsum board			
	3/F Lobby	Natural stone, timber veneer and metal	Engineered timber flooring	Timber veneer and emulsion paint on gypsum board			
	5/F-12/F, 15/F-23/F, 25/F-33/F and 35/F Lobby	Timber veneer, plastic laminate, metal and mirror	Natural stone and metal	Timber veneer and emulsion paint on gypsum board			
		Type of wall finishes		Type of ceiling finishes			
(b) Internal wall and ceiling	Living/Dining Room and Bedroom (including Master Bedroom)	All units except units specified be emulsion paint on the exposed su		Emulsion paint on gypsum board and the exposed surface			
For the following unit: Natural stone, meta and mirror		tone, metal, timber veneer					
		- Unit B on 35/F					
		- Unit E on 19/F					

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

# 装置、装修物料及設備

#### 1. 外部裝修物料

細耳	頁	描述				
(a)	外牆	裝修物料的類型	瓷磚、鋁質	瓷磚、鋁質飾面、金屬百葉、玻璃飾面、玻璃牆、金屬建築裝飾、幕牆及石飾面		
(b)	窗	框的用料	氟化碳塗鋁			
		玻璃的用料	夾層強化玻璃、磨砂強化玻璃及中空玻璃			
(c)	窗台	窗台的用料及窗台板的装修物料	沒有窗台			
(d)	花槽	裝修物料的類型	沒有花槽			
(e)	陽台或露台	(i) 裝修物料的類型	露台	鋁質框鑲夾層強化玻璃欄杆及鋁質頂欄		
			露台地台	瓷磚		
			露台外牆	鋁質飾面		
			露台天花	外用油漆		
			陽台	沒有陽台		
		(ii) 是否有蓋	露台:有			
			陽台:沒有陽台			
(f)	乾衣設施	類型和用料	沒有乾衣記	设施		

#### 2. 室內裝修物料

細項	描述			
		牆壁的裝修物料的類型	地板的裝修物料的類型	天花板的裝修物料的類型
(a) 大堂	地下大堂	天然石材	天然石材	石膏板髹乳膠漆
	高層地下大堂	天然石材、木飾面及金屬	天然石材	天然石材、木飾面及石膏板髹乳 膠漆
	1 樓大堂	天然石材、木飾面及金屬	天然石材	木飾面、鏡、金屬及石膏板髹乳 膠漆
	2 樓大堂	天然石材、木飾面及金屬	天然石材	木飾面及石膏板髹乳膠漆
	3 樓大堂	天然石材、木飾面及金屬	複合木地板	木飾面及石膏板髹乳膠漆
	5樓至12樓、15樓至23樓、 25樓至33樓及35樓大堂	木飾面、夾層膠板、金屬 及鏡	天然石材及金屬	木飾面及石膏板髹乳膠漆
		牆壁的裝修物料的類型		天花板的裝修物料的類型
(b) 內牆及天花板	客/飯廳及睡房 (包括主人睡房)	所有單位除以下指定單位 乳膠漆	小:木飾面及外露位置髹	石膏板及外露位置髹乳膠漆
		以下單位:天然石材、金属	屬、木飾面及鏡	
		- 35 樓 B 單位		
		- 19樓E單位		

### 2. Interior finishes

Item	Description				
		Material of floor		Material of skirting	y.
(c) Internal floor	Living/Dining room	All units except units specified flooring and natural stone bord	0	All units except unit	s specified below: Timber
		For the following units: Engirmetal, natural stone border are exposed surface - Unit B on 35/F - Unit E on 19/F		For the following units: Metal and natural stone - Unit B on 35/F - Unit E on 19/F	
	Bedrooms (including Master Bedroom)	All units except units specifie timber flooring and natural st exposed surface		All units except unit	s specified below: Timber
		For the following units: Engineered timber flooring, metal and natural stone border on the exposed surface - Unit B on 35/F - Unit E on 19/F		For the following units: Metal and natural stone - Unit B on 35/F - Unit E on 19/F	
		Wall	Floor	Ceiling	
(d) Bathroom	(i) Type of finishes	Master bathroom and bathroom: Natural stone, mirror and metal on the exposed surface	Master bathroom and bathroom: Natural stone on the exposed surface	Master bathroom and bathroom: Emulsion pa on gypsum board	
		Lavatory: Tile and mirror on the exposed surface	Lavatory: Tile	Lavatory: Metal false ceiling and metal grille	
	(ii) Whether the wall finishes run up to the ceiling	Whether the wall finishes Wall finishes run up to the false ceiling			
		Wall	Floor	Ceiling	Cooking Bench
(e) Kitchen (including Open Kitchen)	(i) Type of finishes	Kitchen (except Open Kitchen): Natural stone on the exposed surface	Kitchen (except Open Kitchen): Natural stone on the exposed surface	Emulsion paint on gypsum board	Reconstituted stone
		Open Kitchen: Reconstituted stone on the exposed surface	Open Kitchen: Engineered timber flooring with natural stone border		
	(ii) Whether the wall finishes run up to the ceiling	Wall finishes run up to false c	eiling		

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# 裝置、裝修物料及設備

#### 2. 室內裝修物料

細項	描述					
		地板的用料		牆腳線的用料		
(c) 內部地板	客/飯廳	所有單位除以下指定單位外: 然石材邊緣	外露位置鋪砌複合木地板及天	所有單位除以下打	所有單位除以下指定單位外: 木材	
		以下單位:外露位置鋪砌複名及天然石材 -35樓B單位 -19樓E單位	以下單位:金屬及天然石材 -35樓B單位 -19樓E單位			
	睡房 (包括主人睡房)	所有單位除以下指定單位外 然石材邊緣	: 外露位置鋪砌複合木地板及天	所有單位除以下打	肯定單位外: 木材	
		以下單位:外露位置鋪砌複合 -35樓B單位 -19樓E單位	以下單位:金屬及天然石材 -35樓B單位 -19樓E單位			
		牆壁	地板	天花板		
(d) 浴室	(i) 裝修物料的類型	主人浴室及浴室:外露位置 鋪砌天然石材、鏡及金屬	主人浴室及浴室:外露位置鋪 砌天然石材	主人浴室及浴室:	石膏板髹乳膠漆	
		洗手間:外露位置鋪砌瓷磚 及鏡	洗手間:瓷磚	洗手間:金屬假天	<b> .</b>	
	(ii) 牆壁的裝修物料 是否鋪至天花板	牆壁的裝修物料鋪至假天花				
		牆壁	地板	天花板	灶台	
(e) 廚房 (包括開放式 廚房)	(i) 裝修物料的類型	廚房(開放式廚房除外):外 露位置鋪砌天然石材	廚房(開放式廚房除外): 外露位置鋪砌天然石材	石膏板髹乳膠漆	人造石	
		開放式廚房:外露位置鋪砌 人造石	開放式廚房:複合木地板配以 天然石材邊緣			
	(ii) 牆壁的裝修物料 是否鋪至天花板	牆壁的裝修物料鋪至假天花				

#### 3. Interior fittings

Item	Description			
		Material	Finishes	Accessories
(a) Doors	Entrance	Fire-rated solid core timber door	Timber veneer	Door viewer, door closer, digital lockset with handle and door stopper
	Bedroom (including Master	All units except unit specified below: Hollow core timber swing door	Timber veneer	Lockset with handle and door stopper
	Bedroom)	For the following unit: Metal frame with glass sliding door - Unit B on $35/\mathrm{F}$	Glass and metal	Lockset with handle
	Bathroom (including Master Bathroom)	For the Master Bathroom of following units: Hollow core timber swing door with timber louvre - Unit A on 20/F-23/F, 25/F-33/F, 35/F - Unit C on 5/F, 6/F-12/F, 15/F-23/F, 25/F-33/F, 35/F	Timber veneer	Lockset with handle and door stopper
		For the Master Bathroom of following units: Hollow core timber sliding door with timber louvre  - Unit A on 5/F, 6/F-12/F, 15/F-19/F  - Unit B on 5/F, 6/F-12/F, 15/F-23/F, 25/F-33/F  - Unit D on 5/F, 6/F-12/F, 15/F-23/F, 25/F-33/F, 35/F  - Unit E on 5/F, 6/F-12/F, 15/F-18/F	Timber veneer	Lockset with handle
		For the Bathroom of following units: Hollow core timber swing door with timber louvre  - Unit A on 20/F-23/F, 25/F-33/F, 35/F  - Unit B on 18/F-23/F, 25/F-33/F, 35/F  - Unit C on 5/F, 6/F-12/F, 15/F-23/F, 25/F-33/F, 35/F	Timber veneer	Lockset with handle and door stopper
		For the Bathroom of following units: Hollow core timber sliding door - Unit C on 18/F-23/F, 25/F-33/F, 35/F	Timber veneer	Lockset with handle
		For the Master Bathroom of following units: Metal frame with glass sliding door and metal louvre - Unit B on 35/F	Glass and metal	Lockset with handle
	Kitchen (except Open Kitchen)	- Unit E on 19/F Solid core timber door with glass vision panel	Timber veneer	Lockset with handle, door closer and door stopper
	Utility Room	Hollow core timber door	Timber veneer	Lockset with handle and door stopper
	Lavatory	Aluminum frame with glass door	Glass and aluminum frame with powder coating	
	Balcony	Aluminum frame with glass door	Glass and fluorocarbon coated aluminum frame	Lockset with handle
	Utility Platform	Aluminum frame with glass door	Glass and fluorocarbon coated aluminum frame	Lockset with handle
	Flat Roof	Aluminum frame with glass door	Glass and fluorocarbon coated aluminum frame	Lockset with handle
	Stairhood	Aluminum frame with glass door	Glass and fluorocarbon coated aluminum frame	Lockset with handle
			Туре	Material
(b) Bathroom	(i) Fittings and	Bathroom (including Master bathroom)	(a) Washbasin	Vitreous china
	equipment		(b) Water closet	Vitreous china
			(c) Mixer	Metal
			(d) Paper holder	Metal
			(e) Hook	Metal
			(f) Basin countertop	Natural stone
			(g) Basin cabinet	Timber, plastic laminate and metal
			(h) Mirror cabinet	Mirror, glass and metal
		Lavatory	(a) Washbasin	Vitreous china
			(b) Water closet	Vitreous china
			(c) Mixer	Metal
			(d) Paper holder	Metal

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

# 裝置、裝修物料及設備

### 3. 室內裝置

細項	描述			
		用料	裝修物料	配件
(a) 門	大門	防火實心木門	木飾面	防盜眼、門鼓、電子 門鎖連拉手及門擋
	睡房	所有單位除以下指定單位外:空心平開木門	木飾面	門鎖連拉手及門擋
	(包括主人睡房)	以下單位:金屬框配玻璃趟門 -35樓B單位	玻璃及金屬	門鎖連拉手
	浴室 (包括主人浴室)	以下單位之主人浴室:空心平開木門連木百葉 -20樓至23樓、25樓至33樓、35樓A單位 -5樓、6樓至12樓、15樓至23樓、25樓至33樓、35樓C單位	木飾面	門鎖連拉手及門擋
		以下單位之主人浴室:空心趟木門連木百葉 -5樓、6樓至12樓、15樓至19樓A單位 -5樓、6樓至12樓、15樓至23樓、25樓至33樓B單位 -5樓、6樓至12樓、15樓至23樓、25樓至33樓、35樓D單位 -5樓、6樓至12樓、15樓至18樓E單位	木飾面	門鎖連拉手
		以下單位之浴室:空心平開木門連木百葉 - 20樓至23樓、25樓至33樓、35樓A單位 - 18樓至23樓、25樓至33樓、35樓B單位 - 5樓、6樓至12樓、15樓至23樓、25樓至33樓、35樓C單位	木飾面	門鎖連拉手及門擋
		以下單位之浴室:空心趟木門 -18樓至23樓、25樓至33樓、35樓C單位	木飾面	門鎖連拉手
		以下單位之主人浴室:金屬框配玻璃趟門連金屬百葉 -35樓B單位 -19樓E單位	玻璃及金屬	門鎖連拉手
	廚房 (開放式廚房除外)	實心木門配玻璃視窗	木飾面	門鎖連拉手、門鼓及 門擋
	工作問	空心木門	木飾面	門鎖連拉手及門擋
	洗手間	鋁質框配玻璃門	玻璃及鋁質門框連 粉末塗層	門鎖連拉手
	露台	鋁質框配玻璃門	玻璃及氟化碳塗鋁 質門框	門鎖連拉手
	工作平台	鋁質框配玻璃門	玻璃及氟化碳塗鋁 質門框	門鎖連拉手
	平台	鋁質框配玻璃門	玻璃及氟化碳塗鋁 質門框	門鎖連拉手
	梯屋	鋁質框配玻璃門	玻璃及氟化碳塗鋁 質門框	門鎖連拉手
			類型	用料
(b) 浴室	(i) 裝置及設備	浴室 (包括主人浴室)	(a) 臉盆	陶瓷
			(b) 坐廁	陶瓷
			(c) 水龍頭	金屬
			(d) 廁紙架	金屬
			(e) 掛勾	金屬
			(f) 臉盆檯面	天然石材
			(g) 臉盆櫃	木材、夾層膠板及金屬
			(h) 鏡櫃	鏡、玻璃及金屬
		洗手間	(a) 臉盆	陶瓷
			(b) 坐廁	陶瓷
			(c) 水龍頭	金屬
			(d) 廁紙架	金屬

#### 3. Interior fittings

Iten	terior fittings	Description	1			
Z.CH		2 oscillation		Туре	Material	
(b)	Bathroom	(i) Fittings	s and Master bathroom except units specified below		Metal	
(0)	Baunoom	equipm	Master bathroom of the following units:  - Unit A on 5/F, 6/F-12/F, 15/F-19/F  - Unit B on 5/F, 6/F-12/F, 15/F-17/F  - Unit D on 5/F, 6/F-12/F, 15/F-23/F, 25/F-33/F, 35/F	TOWEITACK	Not applicable	
			- Unit E on 5/F, 6/F-12/F, 15/F-19/F		N H H	
			Bathroom (excluding Master bathroom)	70 1 1	Not applicable	
			Bathroom (excluding Master bathroom) except units specified below	Towel rod	Metal	
			Bathroom (excluding Master bathroom) of the following units: - Unit C on 18/F-23/F, 25/F-33/F, 35/F		Not applicable	
			Master bathroom	-	Not applicable	
			Bathroom (excluding Master bathroom)	Cabinet	Not applicable	
			Master bathroom except units specified below	- Gabinet	Timber, plastic laminate, mirror and metal	
			For the Master bathroom of the following units:  - Unit A on 5/F, 6/F-12/F, 15/F-19/F  - Unit B on 5/F, 6/F-12/F, 15/F-17/F  - Unit E on 5/F, 6/F-12/F, 15/F-19/F		Timber, plastic laminate, artificial leather veneer and metal	
		(ii) Water s	supply system	See "Water Supply" below for type and material of water supply system		
		(iii) Bathing	g facilities	(a) Bath tub	Enamelled pressed steel	
		(includ	ing shower or bath tub, if applicable)	(b) Shower cubicle	Tempered glass with metal door frame and handle	
				(c) Shower set	Metal	
		(iv) Size of	bath tub (if applicable)	1500mm(L) x 700mm(	W) x 390mm(D)	
				Material		
(c)	Kitchen	(i) Sink U	nit	Stainless steel		
	(including	, ,	supply system	See "Water Supply" below for material of water supply system		
	open kitchen)	(II) Water I	App., s,stem	Material Finishes		
		(iii) Kitcher	n cabinet	Timber and metal	All units except units specified below: plastic laminate	
					For the following units: Plastic laminate and high gloss lacquer  - Unit A on 20/F-23/F, 25/F-33/F, 35/F  - Unit B on 18/F-23/F, 25/F-33/F, 35/F  - Unit C on 5/F, 6/F-12/F, 15/F-23/F, 25/F-33/F, 35/F	
				Description		
		(iv) Type of	fall other fittings and equipment		r, sprinkler heads fitted in Open Kitchen and ounder base fitted in Living/Dining Room near	
				Туре	Material	
(d)	Bedroom	Fittings	Bedroom (excluding Master bedroom)	Not applicable	Not applicable	
		(including built-in	Master bedroom except units specified below	Built-in wardrobe	Timber, artificial leather veneer and metal	
		wardrobe)	Master bedroom of Unit B on 35/F	Built-in wardrobe	Timber, artificial leather veneer, metal and glass	
			M 1 . 1		Timber, metal and glass	
		D- : :	Master bedroom of Unit E on 19/F	Built-in wardrobe	Timber, artificial leather veneer, metal and glass	
(e)	Telephone	Description Location an	d number of connection points	For the location and number of connection points, please refer to		
(f) Aerials Location and number of connection points		"Schedule of Mechanical & Electrical Provisions of Residential Units"  For the location and number of connection points, please refer to				
(1)	11011415	Location all	a number of conficction points		al & Electrical Provisions of Residential Units"	

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

### 3. 室內裝置

3. 室內裝置							
細項	描述	描述					
			類型	用料			
(b) 浴室	(i) 裝置及設備	主人浴室除以下指定單位外	毛巾架	金屬			
		以下單位之主人浴室 -5樓、6樓至12樓、15樓至19樓A單位		不適用			
		- 5樓、6樓至12樓、15樓至17樓B單位					
		- 5樓、6樓至12樓、15樓至23樓、 25樓至33樓及35樓D單位					
		- 5樓、6樓至12樓、15樓至19樓E單位		不適用			
		浴室(不包括主人浴室) 浴室(不包括主人浴室)除以下單位外	毛巾規	金屬			
		以下單位之浴室 (不包括主人浴室) - 18 樓至 23 樓、25 樓至 33 樓、35 樓 C 單位		不適用			
		主人浴室		不適用			
		浴室 (不包括主人浴室)	櫃	不適用			
		主人浴室除以下指定單位外	-	木材、夾層膠板、鏡及金屬			
		以下單位之主人浴室 - 5樓、6樓至12樓、15樓至19樓A單位 - 5樓、6樓至12樓、15樓至17樓B單位		木材、夾層膠板、人造皮飾面及金屬			
		- 5樓、6樓至12樓、15樓至19樓E單位					
	(ii) 供水系統		供水系統的類型及用料見下文「供水」一欄				
	(iii) 沐浴設施		(a) 浴缸	搪瓷鋼板			
	(包括花灑或浴	缸(如適用的話))	(b) 淋浴間	強化玻璃配金屬門框及手柄			
			(c) 花灑套裝	金屬			
	(iv) 浴缸大小(如刻	適用的話)	1500毫米(長)x700毫米(闊)x390毫米(深)				
			用料				
(c) 廚房	(i) 洗滌盆		不銹鋼				
(包括開 式廚房)	('''\ ATT →V ← 45		供水系統的用料見下文「供水」一欄				
- 4/23/03/			用料	裝修物料			
	(iii) 廚櫃		木材及金屬	所有單位除以下指定單位外:夾層膠板			
				以下單位:夾層膠板及高光漆飾面 - 20 樓至 23 樓、25 樓至 33 樓、35 樓 A 單位 - 18 樓至 23 樓、25 樓至 33 樓、35 樓 B 單位 - 5 樓、6 樓至 12 樓、15 樓至 23 樓、 25 樓至 33 樓、35 樓 C 單位			
			描述				
	(iv) 所有其他裝置	及設備的類型		防花灑頭安裝在開放式廚房內及設有聲響警 則器安裝在開放式廚房附近的客/飯廳內			
			類型	用料			
(d) 睡房	装置 (包括嵌入式衣櫃)	睡房 (不包括主人睡房)	不適用	不適用			
	(包括嵌入式衣櫃)	主人睡房除以下指定單位外	嵌入式衣櫃	木材、人造皮飾面及金屬			
		35 樓 B 單位之主人睡房	嵌入式衣櫃	木材、人造皮飾面、金屬及玻璃			
			嵌入式層架連檯	木材、金屬及玻璃			
		19 樓 E 單位之主人睡房	嵌入式衣櫃	木材、人造皮飾面、金屬及玻璃			
	描述						
(e) 電話	接駁點的位置及數		有關接駁點的位置及數目,請參考「住宅單位機電裝置數量明表」				
(f) 天線	接駁點的位置及數	接駁點的位置及數目		有關接駁點的位置及數目,請參考「住宅單位機電裝置數量明表」			

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

#### 3. Interior fittings

Item	Description			
(g) Electrical installations	(i) Electrical fittings (including safety devices)	Switch, faceplate for socket and electricity supply board with miniature circuit breakers		
	(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed.  Other than those parts of the conduits concealed within concrete, the rest of the conduits are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.		
	(iii) Location and number of power points and air-conditioner points	For the location and number of power points and air conditioner points, please refer to "Schedule of Mechanical & Electrical Provisions of Residential Units"		
(h) Gas supply	Туре	Town gas		
	System	Town gas connection point is provided.		
		Town gas supply pipes are connected to gas cooker hob and gas water heater. (except Units A, B, D & E on $5/F$ , $6/F$ to $12/F$ and $15/F$ to $17/F$ , Units A, D & E on $18/F$ to $19/F$ , Unit D on $20/F$ to $23/F$ , $25/F$ to $33/F$ and $35/F$ )		
	Location	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units"		
(i) Washing machine	Location	Water supply and drainage connection point are located at kitchens (including open kitchens)		
connection point	Design	Water supply point of a design of 15mm diameter and drainage point of a design of 40mm in diameter		
(j) Water supply	(i) Material of water pipes	Copper pipes are used for hot and cold water supply UPVC pipes are used for flush water supply		
	(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed.  Other than those parts of water pipes concealed within mortar work, the rest of the water pipes are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials		
	(iii) Whether hot water is available	Hot water is available for kitchen, bathroom and lavatory		

#### 4. Miscellaneous

Item	Description			
(a) Lifts	(i) Brand name and model	Brand name	Hitachi	
	number	Model number	HCA-900-CO240	
	\ '	Number of lifts	2	
	by them	Floors served by the lifts	UG/F, 1/F to 3/F	, 5/F, 6/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F
(b) Letter box	Materials	Metal		
(c) Refuse collection	(i) Means of refuse collection	Refuse will be collected by	y cleaners and centra	lly handled at refuse storage and material recovery chamber.
	(ii) Location of refuse room			s provided in the common area of each residential floor. er located on UG/F of the Development.
		Water meter	<b>Electricity meter</b>	Gas meter Case Meters
(d) Water meter, electricity meter and gas meter	(i) Location	Water meter cabinet on all residential floors	Electricity meter cabinet on all residential floors	Separate gas meter is provided in the kitchen of individual residential unit (except the unit listed below).  Separate gas meter for the following units is installed in the refuse storage and material recovery room on respective residential floor:  - Units A, B, D & E: 5/F, 6/F to 12/F and 15/F to 17/F  - Units A, D & E: 18/F to 19/F  - Units D: 20/F to 23/F, 25/F to 33/F and 35/F
	(ii) Whether they are separate or communal meters for residential properties	Separate	Separate	Separate

### 5. Security facilities

Item	Description
	CCTV cameras are provided at entrance lobbies on UG/F and 1/F, clubhouse, lifts and common areas and connected to the caretaker's office.
	Visitor intercom panel and smart card system are provided at entrance lobbies on UG/F and 1/F. Each residential unit is equipped with video door phone connected to entrance lobbies on UG/F and 1/F.

# 6. Appliances

Item	Description
Brand name and model number	For brand name and model number of appliances provision, please refer to the "Appliances Schedule".

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

# 裝置、裝修物料及設備

#### 3. 室內裝置

細項	描述	
(g) 電力裝置	(i) 供電附件(包括安全 裝置)	開關掣、插座之面板及電力配電箱並裝置微型斷路器
	(ii) 導管是隱藏或外露	導管是部分隱藏及部分外露。
		除部分隱藏於混凝土內之導管外,其他部分的導管均為外露。外露的導管可能被假天花、 假陣、櫃、面板、非混凝土間隔牆、指定之管導槽位或其他物件遮蓋或暗藏。
	(iii) 電插座及空調機接駁 點的位置及數目	有關電插座及空調機接駁點的位置及數目,請參考「住宅單位機電裝置數量説明表」
(h) 氣體供應	類型	煤氣
	系統	提供煤氣接駁點
		煤氣供應管道均接駁至煤氣煮食爐及煤氣熱水爐(5樓、6樓至12樓、15樓至17樓的A、B、D及E單位、18樓至19樓的A、D及E單位、20樓至23樓、25樓至33樓及35樓的D單位除外)
	位置	請參閱「住宅單位機電裝置數量説明表」
(i) 洗衣機接駁點	位置	廚房(包括開放式廚房)設有來去水位
	設計	來水接駁喉位(其設計為直徑 15 毫米)及去水接駁喉位(其設計為直徑 40 毫米)
(j) 供水	(i) 水管的用料	冷熱水供應採用銅喉管
		沖廁水供應採用膠喉管
	(ii) 水管是隱藏或外露	水管是部分隱藏及部分外露。
		除部分隱藏於砂漿內之水管外,其他部分的水管均為外露。外露的水管可能被假天花、 假陣、櫃、面板、非混凝土間隔牆、指定之管導槽位或其他物料遮蓋或暗藏
	(iii) 有否熱水供應	廚房、浴室及洗手間有熱水供應

#### 4. 雜項

4. 維垻				
細項	描述			
(a) 升降機	(i) 品牌名稱及產	品型號 品牌名稱	日立	
		產品型號	HCA-900-CO2	40
	(ii) 升降機的數目	及到達 升降機的數目	2	
	的樓層	升降機到達的樓	層 高層地下、1 を 及 35 樓	樓至 3 樓、5 樓、6 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓
(b) 信箱	用料	金屬		
(c) 垃圾收集	(i) 垃圾收集的方	法 由清潔工人收集	垃圾並於垃圾及物	7料回收房集中處理。
	(ii) 垃圾房的位置		公用地方內設有均 房位於發展項目高	立圾及物料回收室。 高層地下。
		水錶	電錶	氣體錶
(d) 水錶、電錶	(i) 位置	所有住宅樓層之		獨立煤氣錶安裝於單位之廚房(以下指明單位除外)
及氣體錶		水錶櫃內	之電錶櫃內	以下單位之獨立煤氣錶安裝於該座相對住宅樓層之垃圾 及物料回收室內:
				- 5 樓、6 樓至 12 樓及 15 樓至 17 樓之 A、B、D 及 E 單位 - 18 樓至 19 樓之 A、D 及 E 單位 - 20 樓至 23 樓、25 樓至 33 樓及 35 樓之 D 單位
	(ii) 就住宅單位而 立抑或公用的		獨立	獨立

### 5. 保安設施

細項	描述
保安系統及設備(包括嵌入式的裝備的細節 及其位置)	高層地下及1樓入口大堂、會所、升降機內及公用地方均設有閉路電視連接管理員辦事處。
	高層地下及1樓入口大堂提供訪客對講機及智能卡保安系統。每戶住宅單位設有視像對講機 連接高層地下及1樓入口大堂。

### 6. 設備

細項	描述
品牌名稱及產品型號	有關設備的品牌名稱及產品型號,請參考「設備説明表」。

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

# 装置、装修物料及設備

# **Appliances Schedule**

設備説明表

Appliance 設備	Brand Name 品牌名稱	Model Number 產品型號			5/I 5樓			1 6	5/ 熡3	-12 F-1 至 12 至	7/〕 2樓	F ,			8/I 8樓				[9/ [9相				20 20			2 21	1/F- 5/F 捜至   樓3	-33/ - <b>2</b> 3村	F		35 35		
				B	C	D	E	A	В	C	D	E	A	В	<b>C</b>	D	EA	B	C	D	E	A	B	C	D	A	В	C	D	A	B	C	D
Single split type Air-conditioning indoor unit 分體式冷氣機室內機		FTXS35L VMN	Y	Y	-	Y	Y	Y	Y	-	Y	Y	Y	-	_	YY	Y	_	_	Y	Y	-	-	-	Y	-	_	_	Y	-	_	-	Y
Single split type Air-conditioning outdoor unit 分體式冷氣機室外機		RXS35L VMN	Y	Y	-	Y	Y	Y	Y	-	Y	Y	Y	-	_	YY	Y	_	-	Y	Y	-	-	-	Y	-	_	-	Y	-	_	-	Y
Single split type Air-conditioning indoor unit 分體式冷氣機室內機		FTXS50L VMN	_	-	_	_	_	_	_	-	_	_	-	-	Y			_	Y	_	_	-	-	Y	-	-	_	Y	-	_	_	Y	_
Single split type Air-conditioning outdoor unit 分體式冷氣機室外機		RXS50L VMN	-	-	_	_	-	-	_	-	-	_	-	-	Y	_		_	Y	_	_	-	-	Y	-	-	-	Y	-	_	_	Y	_
Single split type Air-conditioning indoor unit 分體式冷氣機室內機		FTXS60L VMN	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	-	_	YY	Y	_	_	Y	Y	_	-	-	Y	-	-	-	Y	_	_	_	Y
Single split type Air-conditioning outdoor unit 分體式冷氣機室外機	Daikin 大金	RXS60L VMN	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	-	_	YY	Y	_	-	Y	Y	-	-	-	Y	-	-	-	Y	-	-	-	Y
		FTXS25K VMN	_	-	Y	_	-	-	_	Y	_	-	-	Y	Y	_	-   -	Y	Y	-	-	Y	Y	Y	-	Y	Y	Y	_	Y	Y	Y	-
Multi-split type air-conditioning indoor unit		FTXS35 KVMN	-	-	-	-	-	-	-	-	-	-	-	-	Y	_   -	-   -	-	Y	-	-	Y	-	Y	-	Y	-	Y	-	Y	-	Y	-
多聯分體式冷氣機室內機		FTXS50 KAVMN	-	-	Y	-	-	-	-	Y	-	-	-	Y	Y	-   -	-   -	Y	Y	-	-	Y	Y	Y	-	Y	Y	Y	-	Y	Y	Y	-
		FTXS60 KAVMN	-	-	_	-	-	-	_	-	-	-	-	Y	-	_   -	-   -	Y	-	-	-	-	Y	-	-	-	Y	-	-	-	Y	-	-
W.D. B.		3MXS80 AA	-	-	Y	-	-	-	_	Y	_	-	-	Y	Y	_   -		Y	Y	-	-	Y	Y	Y	-	Y	Y	Y	-	Y	Y	Y	-
Multi-split type Air-conditioning outdoor unit 多聯分體式冷氣機室外機		4MXS100 AA	-	-	-	-	-	-	-	-	-	-	-	Y	-	-   -	-	Y	-	-	-	-	Y	-	-	-	Y	-	-	-	-	-	-
グザカ 版人は 木(灰王) 放		4MXS115 HV2C	-	-	-	-	-	-	-	-	-	-	-	-	-			-	-	_	-	Y	-	-	-	Y	-	-	-	Y	Y	-	-

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

Notes:

- 1. "Y" denotes "provided".
- 2. "-" denotes "not provided".
- 3. The Vendor may substitute the appliances with a model of the same specification but with opposite side of hinge or different model with comparable quality.

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

- 1. "Y"代表「提供」。
- 2. "-" 代表「不提供」。
- 3. 賣方可能以相同規格但對等相反鉸鏈的型號,或以品質相若的不同型號代替設備。

# 裝置、裝修物料及設備

# Appliances Schedule

設備説明表

Appliance 設備	Brand Name 品牌名稱	Model Number 產品型號			5/F 5樓			15 6樓	/F- 至	2/ 17/ 12村 〔17	/F 婁、			8/] 8樓				19/ 19				20/ 20 <sup>∤</sup>		6	2: 21村	/F- 5/F- 婁至 樓子	33/ 23相	F		35 35		
		,,,,,	A	В	<b>C</b>	D :	E A	A I	3 (		E	A	B	C	DI	EA	B	C	D	E	A	В	<b>C</b>	D	A	В	C	D	A	В	C	D
LCD Display monitor 液晶體顯示屏	Delta	VDP-AT- L600-EX07HD	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Ceiling exhaust fan	Ostberg	LPK 125 A1	-	-	Y	Y		-   -	- Y	Y	-	-	Y	Y	Υ .	-   -	Y	Y	Y	-	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
天花式抽氣扇	Ostberg	LPK 200 A1	Y	Y	-	-	Y	Y	Υ -		Y	Y	Y	-	- 3	Y	Y	-	-	Y	Y	Y	-	-	Y	Y	-	-	Y	Y	-	-
Thermo ventilator	Panasonic	FV-30BG3H	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
浴室寶	ranasonic	FV-40BE3H	-	-	Y	-	_	_   -	- \	7 -	-	-	Y	Y		-   -	Y	Y	-	-	Y	Y	Y	-	Y	Y	Y	-	Y	Y	Y	-
Gas water heater 煤氣熱水爐	TGC	TNJW221 TFQL	_	-	Y	-	_	_   -	- \	7 -	-	-	Y	Y			Y	Y		-	Y	Y	Y	-	Y	Y	Y	-	Y	Y	Y	-
Electric water heater 電熱水爐	Stiebel Eltron 斯寶亞創	DHE 27	Y	Y	_	Y	Y	Y !	Υ -	- Y	Y	Y	-	-	Y	Y	7 –	_	Y	Y	-	-	-	Y	-	-	-	Y	-	-	-	Y
Induction hob 電磁爐		VI 232 120	Y	Y	Y	Y	Y	Y !	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Telescopic hood		AF 210 162	Y	Y	_	Y	Y	Y	Υ -	- Y	Y	Y	-	-	Y	Y	7 -	_	Y	Y	-	-	-	Y	-	-	-	Y	-	-	-	Y
抽油煙機		AF 210 192	-	-	Y	-		-	- Y	7 -	-	-	Y	Y		.   -	Y	Y	-	-	Y	Y	Y	-	Y	Y	Y	-	Y	Y	Y	-
Domino hob		VG 231 320HK	-	-	Y	-		_   -	- Y	7 -	-	-	Y	Y		.   -	Y	Y	-	-	Y	Y	Y	-	Y	Y	Y	-	Y	Y	Y	-
氣體煮食爐		VG 232 320HK	_	-	-	_		_			-	-	-	-			_	-	-	_	Y	-	_	-	Y	_	_	-	Y	-	-	_
Microwave with grill		BMP 224 110	-	Y	-		Υ .	_ \	Υ -		Y	-	Y	Y	- Y	Ι -	Y	Y	-	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
微波爐		BMP 225 110	Y	-	Y	Y	- 7	Υ .	- 7	Y	-	Y	-	-	Y .	- Y	.   –	-	Y	-	-	-	-	-	-	-	-	-	-	_	-	-
Combi oven + Steam		BSP 250 111	-	-	-	-	_	_   .	-   -	-   -	-	-	Y	Y		-   -	· Y	Y	-	-	Y	Y	Y	-	Y	Y	Y	-	Y	Y	Y	-
二合一蒸焗爐	Gaggenau	BSP 251 111	-	-	Y	-	-	_   -	- 7	7 -	-	-	-	-		-   -	-	-	-	-	-	-	-	-	-	-	-	-	-	_	-	-
Coffee machine 咖啡機		CMP 250 112	-	-	Y	-	_	_	- \	7 -	_	-	Y	Y	_	-   -	Y	Y	-	-	Y	Y	Y	-	Y	Y	Y	-	Y	Y	Y	-
Wine cellar 酒櫃		RW 404 261	-	-	-	-	_	-   -	-   -	-   -	-	-	-	-	-			_	-	-	Y	-	-	-	Y	-	-	-	Y	-	-	-
Warming drawer 暖碗碟櫃		WSP 221 110	-	-	-	-	_	-			-	-	Y	Y			. Y	Y	-	-	Y	Y	Y	-	Y	Y	Y	-	Y	Y	Y	-
Washer & Dryer 洗衣乾衣機		WD 200 140	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Refrigerator		RT 222 203	Y	Y	_	Y	Y	Y	Υ -	- Y	Y	Y	-	-	Y	Y	7 -	-	Y	Y	-	-	-	Y	-	-	-	Y	-	_	_	Y
雪櫃連冰箱		RB 280 304	_	_	Y	-		_   -	- Y	7 -	-	_	Y	Y		.   -	Y	Y	-	_	Y	Y	Y	-	Y	Y	Y	-	Y	Y	Y	_

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- 1. "Y" 代表「提供」。
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- 3. 賣方可能以相同規格但對等相反鉸鏈的型號,或以品質相若的不同型號代替設備。

# 装置、装修物料及設備

### **Schedule of Mechanical & Electrical Provisions of Residential Units**

住宅單位機電裝置數量説明表

Location 位置	Description 描述			5/F 5樓			6 1	5/  樓 <sup>2</sup>    5	F-12 F-1 至 12	7/] 2樓 17 <sup> </sup>	F 、 樓		1	8/.	甚			]	[9/ [9相	<b>基</b>			20 20	樓		21 21 25	樓3	-33/ 23 \alpha 33	F 樓 樓		35	/F 複	
Entrance	Door chime push button			C					C														В			A		C	D	A	В		
大門入口	門鈴按鈕	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting switch 燈掣	7	7	10	7	7	7	7	10	7	7	7	10	10	7	7	7	10	10	7	11	10	10	10	7	10	10	10	7	11	13	10	7
	Switch for indoor A/C unit 室內冷氣機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	1	1	1	2	1	1	1	2	2	1	1
	13A Single socket outlet 十三安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	1	1	1	3	1	1
	13A Single socket outlet (with USB port) 十三安培單位電插座 (附有 USB 接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin socket outlet 十三安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	4	2	2	2	4	2	2	2	4	2	2	2
	13A Twin socket outlet (with USB port) 十三安培雙位電插座 (附有 USB 接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living/ Dining Room	TV/FM Outlet 電視/電台插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	2	2
客/飯廳	Telephone outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	2	2
	Switch for ceiling exhaust fan 天花式抽氣扇開關掣	-	-	1	-	-	-	-	1	-	_	-	1	1	-	-	-	1	1	-	-	2	1	1	-	2	1	1	-	2	1	1	-
	Switch for thermo ventilator 浴室寶開關掣	-	-	1	-	-	-	-	1	-	_	-	1	1	-	-	-	1	1	-	-	1	1	1	-	1	1	1	-	1	1	1	-
	Switch for gas water heater 煤氣熱水爐開關掣	-	-	_	_	-	-	-	-	-	_	-	_	-	_	-	-	-	-	-	-	1	_	-	_	1	_	_	_	1	_	-	_
	Door chime 門鈴	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	_	1	1	1	-	1	1	1
	Lighting point 燈位	3	3	5	3	3	3	3	5	3	3	3	4	5	3	3	3	4	5	3	11	4	4	5	3	4	4	5	3	6	16	5	3
	Connection point for LCD display monitor 液晶體顯示屏接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Air quality sensor 空氣質素感應器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

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

Notes:

- 1. "1, 2, ....." denotes the quantity of such provision(s) provided in the residential property and "-" denotes "not provided".
- 2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch button(s).

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

- 1. "1, 2, ....." 表示提供於該住宅物業內的裝置數量,而 "-" 表示「不 提供」。
- 2. 説明表所顯示的燈掣數量是表示燈掣按鈕的數量。

# 裝置、裝修物料及設備

### **Schedule of Mechanical & Electrical Provisions of Residential Units**

住宅單位機電裝置數量説明表

Location 位置	Description 描述			5/l 5樓			6	15/ 樓 5樓	(F-) 至 1 隻至	2/F 17/1 2樓 17/1	F 、 樓			18/	ġ.			]	19/ 19相	婁			20 20	樓		21 21 25	5/F 樓至 樓3	23/ -33/ £23/ £33	下 樓 樓		35	/F 樓	
	Lighting switch	4		<b>C</b> 4						<b>D</b>			<b>B</b> 5			<b>E</b>		<b>B</b> 5			<b>E</b> 7	<b>A</b> 5	<b>B</b> 5	4	<b>D</b>	<b>A</b> 5	<b>B</b> 5	<b>C</b> 4	<b>D</b>	<b>A</b> 5	B 12		
	燈掣 Switch for indoor A/C unit 室內冷氣機開關掣	1	1	1	1	1	1	1	1	1	1					1				1	1	2	2	1	1	2	2	1	1	2	2	1	
	13A Single socket outlet 十三安培單位電插座	2	2	1	2	2	2	2	1	2	2	2	3	1	2	2	2	3	1	2	2	2	3	1	2	2	3	1	2	2	4	1	2
	13A Single socket outlet (with USB port) 十三安培單位電插座 (附有 USB 接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	1	1	1	2	1	1	1	2	1	1	1
	13A Twin socket outlet 十三安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Master Bedroom	TV/FM Outlet 電視/電台插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
主人睡房	Telephone outlet 電話插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for ceiling exhaust fan 天花式抽氣扇開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for thermo ventilator 浴室寶開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for electric water heater 電熱水爐開關掣	1	1	-	1	1	1	1	-	1	1	1	-	_	1	1	1	-	-	1	1	-	_	-	1	-	_	_	1	-	-	_	1
	Switch for gas water heater 煤氣熱水爐開關掣	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	-	1	1	-	_	1	1	1	-	1	1	1	-	1	1	1	-
	Lighting point 燈位	1	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1	3	1	1	8	4	3	1	1	4	3	1	1	4	14	1	1
	Lighting switch 燈掣	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	-	1	1	-	-	1	1	1	-	1	1	1	-	1	-	1	-
	Switch for indoor A/C unit 室內冷氣機開關掣	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	-	1	1	-	-	1	1	1	-	1	1	1	-	1	-	1	-
	13A Twin socket outlet 十三安培雙位電插座	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	-	1	1	-	-	1	1	1	-	1	1	1	-	1	-	1	-
Bedroom 1 睡房 1	13A Single socket outlet (with USB port) 十三安培單位電插座 (附有 USB 接口)	_	-	1	-	-	_	-	1	-	_	-	1	1	-	-	-	1	1	-	-	1	1	1	_	1	1	1	-	1	_	1	_
	TV/FM Outlet 電視/電台插座	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	-	1	1	-	-	1	1	1	-	1	1	1	_	1	-	1	-
	Telephone outlet 電話插座	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	-	1	1	-	-	1	1	1	-	1	1	1	-	1	-	1	-
	Lighting point 燈位	_	-	1	-	-	_	-	1	_	-	-	1	1	-	-	-	1	1	-	_	1	1	1	-	1	1	1	_	1	-	1	-

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

#### Notes:

- 1. "1, 2, ....." denotes the quantity of such provision(s) provided in the residential property and "-" denotes "not provided".
- 2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch button(s).

賣方承諾如該項目中沒有安裝指明的品牌名稱或產品型號的升降

2. 説明表所顯示的燈掣數量是表示燈掣按鈕的數量。

機或設備,便會安裝品質相若的升降機或設備。

装置、装修物料及設備

# **Schedule of Mechanical & Electrical Provisions of Residential Units**

住宅單位機電裝置數量説明表

Location 位置	Description 描述			5/I 5樓			6	15/ 樓3	F-1	2/F. 7/] 2樓 17村	F			18/ 18相					[9/] [9模				20 20	/F 樓		2 21	1/F- 5/F 婁至 樓3	·33/ 23村	F 婁、			i/F i樓	
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	В	C	D	E	A	В	C	D	A	В	C	D	A	B	C	D
	Lighting switch 燈掣	-	-	-	-	-	-	_	-	-	-	-	-	3	-	-	-	-	3	-	-	1	-	3	-	1	-	3	-	1	-	3	-
	Switch for indoor A/C unit 室內冷氣機開關掣	-	_	-	-	-	-	_	-	-	-	-	-	1	-	_	-	-	1	-	_	1	-	1	-	1	_	1	-	1	-	1	-
	13A Twin socket outlet 十三安培雙位電插座	-	-	-	-	-	-	-	-	-	-	-	-	1	_	-	-	-	1	-	-	1	-	1	-	1	-	1	-	1	-	1	-
Bedroom 2 睡房 2	13A Single socket outlet (with USB port) 十三安培單位電插座 (附有 USB 接口)	-	-	-	-	_	_	_	_	-	-	_	-	1	_	_	_	_	1	_	-	1	-	1	_	1	_	1	_	1	_	1	-
	TV/FM Outlet 電視/電台插座	-	-	-	-	_	-	-	-	-	-	-	-	1	-	-	-	-	1	-	-	1	-	1	-	1	-	1	-	1	-	1	-
	Telephone outlet 電話插座	-	-	-	-	_	-	_	-	-	-	-	-	1	-	-	_	-	1	-	-	1	-	1	-	1	-	1	-	1	-	1	-
	Lighting point 燈位	-	-	-	-	-	-	_	-	-	-	-	-	2	-	-	-	-	2	-	-	1	-	2	-	1	_	2	-	1	-	2	-
	13A Twin socket outlet (with USB port) 十三安培雙位電插座 (附有 USB 接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Connection point for cabinet light 櫃燈接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Connection point for ceiling exhaust fan 天花式抽氣扇接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Master Bathroom	Connection point for thermo ventilator 浴室寶接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
主人浴室	Connection point for gas water heater 煤氣熱水爐接線位	-	-	1	-	-	-	-	1	-	-	-	1	1	_	_	_	1	1	-	_	-	1	1	-	_	1	1	-	-	1	1	-
	Gas water heater remote control 煤氣熱水爐温度控制	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	_	1	1	-	-	1	1	1	-	1	1	1	-	1	1	1	_
	Connection point for electric water heater 電熱水爐接線位	1	1	-	1	1	1	1	-	1	1	1	-	-	1	1	1	-	-	1	1	-	-	-	1	-	-	-	1	-	-	-	1
	Lighting point 燈位	6	6	6	5	6	6	6	6	5	6	6	5	6	5	6	6	5	6	5	6	8	5	6	5	8	5	6	5	8	5	6	5

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

#### Notes:

- 1. "1, 2, ....." denotes the quantity of such provision(s) provided in the residential property and "-" denotes "not provided".
- 2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch button(s).

- 1. "1, 2, ....." 表示提供於該住宅物業內的裝置數量,而 "-" 表示「不 提供」。
- 2. 説明表所顯示的燈掣數量是表示燈掣按鈕的數量。

# 装置、装修物料及設備

### **Schedule of Mechanical & Electrical Provisions of Residential Units**

住宅單位機電裝置數量説明表

Location 位置	Description 描述			5/I 5樓			6	[5/ 樓音	F-12 F-1 至12 至	7/ 2樓	F			18/ 18相					9/  9樓				20 20	/F 樓		2 21	5/F <b>熡</b> 至	-23/ -33/ 23 至33	F		35 35	/F 樓	
		A	В	C	D	E	A	В	C	D	E	A	B	C	D	E	A	В	C	D	E	A	В	C	D	A	В	C	D	A	В	C	I
	13A Twin socket outlet (with USB port) 十三安培雙位電插座 (附有 USB 接口)	_	_	1	_	-	_	-	1	_	_	-	1	1	_	_	_	1	1	-	_	1	1	1	_	1	1	1	_	1	1	1	
	Connection point for cabinet light 櫃燈接線位	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	-	1	1	-	-	1	1	1	-	1	1	1	-	1	1	1	
Bathroom 浴室	Connection point for ceiling exhaust fan 天花式抽氣扇接線位	_	_	1	_	-	-	-	1	_	_	-	1	1	_	_	_	1	1	_	_	1	1	1	_	1	1	1	-	1	1	1	
	Connection point for thermo ventilator 浴室寶接線位	_	-	1	_	-	-	-	1	_	_	-	1	1	_	_	_	1	1	_	_	1	1	1	-	1	1	1	_	1	1	1	
	Gas water heater remote control 煤氣熱水爐温度控制	-	-	1	-	-	-	-	1	-	-	-	1	1	_	-	-	1	1	-	-	1	1	1	-	1	1	1	_	1	1	1	
	Lighting point 燈位	-	-	5	-	-	-	-	5	-	-	-	5	5	-	-	-	5	5	-	-	5	5	5	-	5	5	5	-	5	5	5	
	13A Twin socket outlet 十三安培雙位電插座	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	-	1	1	-	-	-	1	1	-	-	1	1	-	-	1	1	
	13A Twin socket outlet (with USB port) 十三安培雙位電插座 (附有 USB 接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	_	1	1	1	-	1	1	1	_	1	1	
	Lighting point 燈位	1	1	2	2	1	1	1	2	2	1	1	2	2	2	1	1	2	2	2	2	-	2	2	1	-	2	2	1	-	4	2	
Open	Electricity supply board 電力配電箱	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	-	1	1	1	-	1	1	
Kitchen 開放式 廚房	Connection point for cabinet light 櫃燈接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	-	1	1	1	-	1	1	
	13A Single socket outlet for washer & dryer 洗衣乾衣機 十三安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	_	1	1	1	-	1	1	1	_	1	1	
	Water point for washer & dryer 洗衣乾衣機來水接駁位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	-	1	1	1	-	1	1	
	Drain point for washer & dryer 洗衣乾衣機去水接駁位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	-	1	1	1	-	1	1	

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# 装置、装修物料及設備

# **Schedule of Mechanical & Electrical Provisions of Residential Units**

住宅單位機電裝置數量説明表

Location 位置	Description 描述	A		5/I 5樓		E	6 1	5 /  樓	F-12 F-1 至1: 至至	7/ 2樓 17	F 、 樓	A	]	18村		Е	A	1	9/. 9樓	甚	In.	A	20	/F)樓		2 21 <sup>7</sup> 25	5/F <b>熡</b> 至	-23/ -33/ 23/ £33	·F 樓、	A	35 35 B	樓	
	Socket outlet for warming drawer 暖碗碟櫃插座	-	-	-	-	_	-	-	-	-	-	-		1		-	- A	1	1		-	-	1		-	- A	1	1	-	- A	1		
	Connection point for induction hob 電磁爐接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	_	1	1	1	-	1	1	1
	Switch for induction hob 電磁爐開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	_	1	1	1	_	1	1	1
	13A Single socket outlet for telescopic hood 抽油煙機十三安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	_	1	1	1	_	1	1	1	-	1	1	1
Open Kitchen	13A Single socket outlet for microwave with grill 微波爐十三安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	_	1	1	1	-	1	1	1	-	1	1	1
開放式廚房	13A Single socket outlet for refrigerator 雪櫃連冰箱 十三安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	_	1	1	1	_	1	1	1	_	1	1	1
	Socket outlet for coffee machine 咖啡機插座	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	-	1	1	-	-	-	1	1	-	-	1	1	-	-	1	1	-
	Connection point for domino hob 氣體煮食爐接線位	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	-	1	1	-	-	-	1	1	-	-	1	1	-	-	1	1	-
	Connection point for combi oven + steam 二合一蒸焗爐接線位	-	-	1	-	-	-	-	1	-	-	-	1	1	-	-	-	1	1	-	-	-	1	1	-	-	1	1	-	-	1	1	-
	Town gas connection point 煤氣接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	-	1	1	1	-	1	1	1
	Switch for indoor A/C unit 室內冷氣機開關掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	_	-	_	-	-	1	-	-	-	1	-	-	-	1	-	-	-
	13A Twin socket outlet 十三安培雙位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	_	-	_	-	-	1	-	-	_	1	-	-	-	1	-	-	_
Kitchen	13A Twin socket outlet (with USB port) 十三安培雙位電插座 (附有 USB 接口)	-	_	_	_	_	_	-	-	-	-	_	-	-	_	-	_	_	_	_	_	1	_	_	_	1	-	-	_	1	_	_	_
廚房	Lighting point 燈位	-	-	-	_	-	-	-	-	-	-	-	-	-	-	-	-	-	_	-	-	5	-	-	-	5	-	-	-	5	-	-	-
	Connection point for cabinet light 櫃燈接線位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	-	1	-	-	-
	13A Single socket outlet for washer & dryer 洗衣乾衣機 十三安培單位電插座	-	-	_	_	-	_	-	-	-	-	_	-	-	-	-	-	-	-	-	-	1	-	_	-	1	-	-	-	1	-	_	_

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

### Notes:

- 1. "1, 2, ....." denotes the quantity of such provision(s) provided in the residential property and "-" denotes "not provided".
- 2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch button(s).

賣方承諾如該項目中沒有安裝指明的品牌名稱或產品型號的升降

2. 説明表所顯示的燈掣數量是表示燈掣按鈕的數量。

機或設備,便會安裝品質相若的升降機或設備。

# 裝置、裝修物料及設備

### **Schedule of Mechanical & Electrical Provisions of Residential Units**

住宅單位機電裝置數量説明表

Location 位置	Description 描述			5/I 5樓			6 6	5/ 樓3	F-1 至1:	2/F 7/ 2樓 17	F,			8/ 8樓					9/] 9樓				20 20			2 21	1/F- 5/F 捜至 捜3	-33/  23 <b>†</b>	F 婁、		35. 35		
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	A	В	C	D	A	B	C	D
	Water point for washer & dryer 洗衣乾衣機來水接駁位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	_	1	-	-	-
	Drain point for washer & dryer 洗衣乾衣機去水接駁位	-	-	-	-	_	-	-	-	-	-	-	-	-	-	-	-	_	-	-	_	1	-	-	-	1	_	_	_	1	_	-	-
	Socket outlet for warming drawer 暖碗碟櫃插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	-	1	_	-	-
	Connection point for induction hob 電磁爐接線位	_	_	-	-	-	-	-	-	-	-	_	-	_	_	-	_	_	-	-	_	1	-	-	-	1	-	-	-	1	-	-	_
	Switch for induction hob 電磁爐開關掣	-	-	-	-	-	-	-	-	-	_	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1	-	_	-	1	-	-	-
	13A Single socket outlet for telescopic hood 抽油煙機十三安培單位電插座	_	_	_	-	-	-	_	_	_	_	_	_	_	_	-	_	_	-	-	_	1	_	-	-	1	_	_	_	1	-	_	_
	13A Single socket outlet for microwave with grill 微波爐十三安培單位電插座	_	_	_	-	-	-	_	_	_	_	_	_	_	_	-	_	_	-	-	_	1	_	-	-	1	-	_	_	1	-	-	_
Kitchen 廚房	13A Single socket outlet for refrigerator 雪櫃連冰箱 十三安培單位電插座	-	-	-	-	-	-	_	-	-	_	_	-	-	-	-	-	-	-	-	-	1	1	-	-	1	_	_	_	1	-	-	_
	Socket outlet for coffee machine 咖啡機插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	-	1	-	-	-
	Connection point for domino hob 氣體煮食爐接線位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	2	-	-	-	2	-	-	-
	Connection point for combi oven + steam 二合一蒸焗爐接線位	_	_	_	_	-	_	_	_	_	_	_	_	_	_	_	_	_	_	_	_	1	_	_	_	1	_	_	_	1	-	_	_
	Town gas connection point 煤氣接駁點	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	-	1	-	-	-
	13A Single socket outlet for wine cellar 酒櫃十三安培單位電插座	-	_	_	_	-	_	_	-	_	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	-	1	-	_	-
	Connection point for gas water heater 煤氣熱水爐接線位	-	_	_	_	-	-	_	-	_	_	-	_	-	-	-	-	-	-	-	-	2	-	-	-	2	-	-	_	2	-	-	_
	Door chime 門鈴	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	-	1	-	-	-

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

### Notes:

- 1. "1, 2, ....." denotes the quantity of such provision(s) provided in the residential property and "-" denotes "not provided".
- 2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch button(s).

賣方承諾如該項目中沒有安裝指明的品牌名稱或產品型號的升降

2. 説明表所顯示的燈掣數量是表示燈掣按鈕的數量。

機或設備,便會安裝品質相若的升降機或設備。

装置、装修物料及設備

#### **Schedule of Mechanical & Electrical Provisions of Residential Units**

住宅單位機電裝置數量説明表

Location 位置	Description 描述			5/] 5樓			6	15/ 樓 <sup>-</sup> 5樓	F-] 至1 !至	2/F 17/ 2樓 17/	F 、 樓		]	8/.	ġ —			1	9/. 9樓	į.			20 20	樓		2 21	5/F <b>熡</b> 至	23/ -33/ 23 至33	F		35 35	樓	
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	A	B	C	D	A	B	C	D
Balcony 露台	Lighting point 燈位	_	-	-	1	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Utility Platform 工作平台	Lighting point 燈位	-	-	-	1	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Flat Roof	Lighting point 燈位	4	2	4	-	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
平台	13A Single socket outler 十三安培單位電插座	2	1	2	-	2	-	-	-	_	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Lighting switch 燈掣	-	-	-	-	-	-	-	-	-	-	_	-	-	_	-	-	-	-	-	-	-	1	-	-	-	_	_	_	1	-	-	-
Roof 天台	Lighting point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	-	-
	13A Single socket outler 十三安培單位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	-	-	-
	Lighting switch 燈掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	2	-	-	-	2	-	-	-
Utility Room	Lighting point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	-	1	-	-	-
工作間	Switch for indoor A/C unit 室內冷氣機開關掣	_	-	-	-	-	-	-	-	-	-	-	_	-	-	_	-	-	-	-	-	1	1	_	-	1	_	_	_	1	-	-	-
	Switch for ceiling exhaust fan 天花式抽氣扇開關掣	_	-	-	-	-	-	-	-	-	-	-	-	-	-	_	-	-	-	-	-	1	-	-	-	1	-	-	-	1	-	-	-
Lavatory	Lighting point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	1	-	-	-	1	-	-	-
洗手間	Connection point for ceiling exhaust fan 天花式抽氣扇接線位	_	-	-	-	-	-	-	-	-	-	_	-	-	-	_	-	-	_	-	-	1	-	-	_	1	_	-	_	1	-	-	-

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

Notes:

- 1. "1, 2, ....." denotes the quantity of such provision(s) provided in the residential property and "-" denotes "not provided".
- 2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch button(s).

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

- 1. "1, 2, ....." 表示提供於該住宅物業內的裝置數量,而 "-" 表示「不 提供」。
- 2. 説明表所顯示的燈掣數量是表示燈掣按鈕的數量。

# SERVICE AGREEMENTS 服務協議

Potable and flushing water is supplied by Water Supplies Department.

Electricity is supplied by The Hong Kong Electric Company Limited.

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

食水及沖廁水由水務署供應。

電力由香港電燈有限公司供應。

煤氣由香港中華煤氣有限公司供應。

### GOVERNMENT RENT 地税

The Owner will pay or has paid (as the case may be) all outstanding Government rent in respect of the residential property up to and including the date of the Assignment of the residential property.

擁有人將會繳付或已繳付(視情況而定)有關住宅物業之地税直至包括住宅物業之買賣成交日期。

# MISCELLANEOUS PAYMENTS BY PURCHASER 買方的雜項付款

- On delivery of the vacant possession of the residential property to the purchaser, the purchaser is liable to reimburse the Owner for the deposits for water, electricity and gas; and
- On that delivery, the purchaser is not liable to pay to the Owner a debris removal fee.

#### Note:

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

- 1. 在向買方交付住宅物業在空置情況下的管有權時,買方須負 責向擁有人補還水、電力及氣體的按金;及
- 2. 在交付時,買方不須向擁有人支付清理廢料的費用。

#### 備註

在交付時,買方須根據公契向發展項目的管理人(而非擁有人)支付清理廢料的費用,而如擁有人已支付清理廢料的費用,買方須向擁有人補還清理廢料的費用。

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

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

凡物業或於買賣合約列出裝設於物業內的裝置、裝修物料或設備有欠妥之處,而該欠妥之處並非由買方行為或疏忽造成,則賣方在接獲買方在買賣成交日期後的6個月內送達的書面通知後,須於合理地切實可行的範圍內盡快自費作出補救。

#### MAINTENANCE OF SLOPES

斜坡維修

Not applicable 不適用

#### MODIFICATION 修訂

No application to the Government for a modification of the Land Grant for the Development is underway. 發展項目現時並沒有向政府提出申請修訂批地文件。

### RELEVANT INFORMATION 有關資料

#### 1. Gondola system

Under the DMC, the Manager, its employees, agents or contractors shall have the right at all times to extend, maintain, operate, move and have access to, over and into or partly into the portion of airspace above the roof or flat roof or the parapet walls of the roof or flat roof as may be determined by the Manager, its employees, agents or contractors, a tracked telescopic jib gondola or any jib, davit arm, other equipment or device of maintenance to service, cleanse, enhance, maintain, repair, renovate, decorate, improve or replace any part of any exterior of the Development, and to remain temporarily over or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Residential Accommodation.

#### 2. Air-conditioning outdoor units on the air-conditioner platforms

Some air-conditioner platforms are located outside the residential units which platform(s) will be placed with air-conditioner outdoor unit(s) belonging to the residential unit concerned and/or other residential unit(s). Such air-conditioner outdoor unit(s) may emit heat and/or sound. For the location of the air-conditioner platforms, please refer to the "Floor Plans of Residential Properties in the Development" in this Sales Brochure.

#### 3. Multi-Purpose Activities Hall

Pursuant to the previous arrangements with the Home Affairs Department and the Planning Department, Urban Renewal Authority (as Owner of the Multi-Purpose Activities Hall ("MPAH") of the Development) shall be responsible for the management and maintenance of the MPAH upon certain conditions including, amongst others, provision of the MPAH for public use. Please refer to the Land Grant, the approved building plans and the DMC for more information in respect of the MPAH.

#### 1. 吊船系統

根據公契,經理人、其僱員、代理或承辦商有權在任何時候將履帶式伸縮吊臂吊船或任何吊臂、吊船吊臂、其他設備或維修裝置在經理人、其僱員、代理或承辦商決定的天台或平台或天台或平台的護牆上空部分伸展、保養、運作、移動和接近及進入或局部進入該上空,藉以服務、清潔、加強、保養、維修、翻新、裝飾、改善或更換發展項目外部任何部分,以及臨時停留在該上空一段必要期間以便對住宅樓宇的全部或任何部分進行檢查、重建、維修、翻新、保養、清潔、油漆或裝飾。

#### 2. 空調機平台上之冷氣機室外機

部份空調機平台位於住宅單位外,該或該等空調機平台將會 放置有關住宅單位及/或其他住宅單位之冷氣機室外機。該 等冷氣機室外機有機會產生熱力及/或聲響。有關空調機平 台的位置,請參閱本售樓説明書的「發展項目的住宅物業的 樓面平面圖」。

#### 3. 多用途活動會堂

根據與民政事務總署和規劃署的先前安排,市區重建局(作為發展項目的多用途活動會堂("MPAH")的擁有人)將按若干條件負責 MPAH 的管理和維修,其中包括將 MPAH 提供給公眾使用。有關 MPAH 的更多資料,請參閱批地文件、經批准的建築圖則及公契。

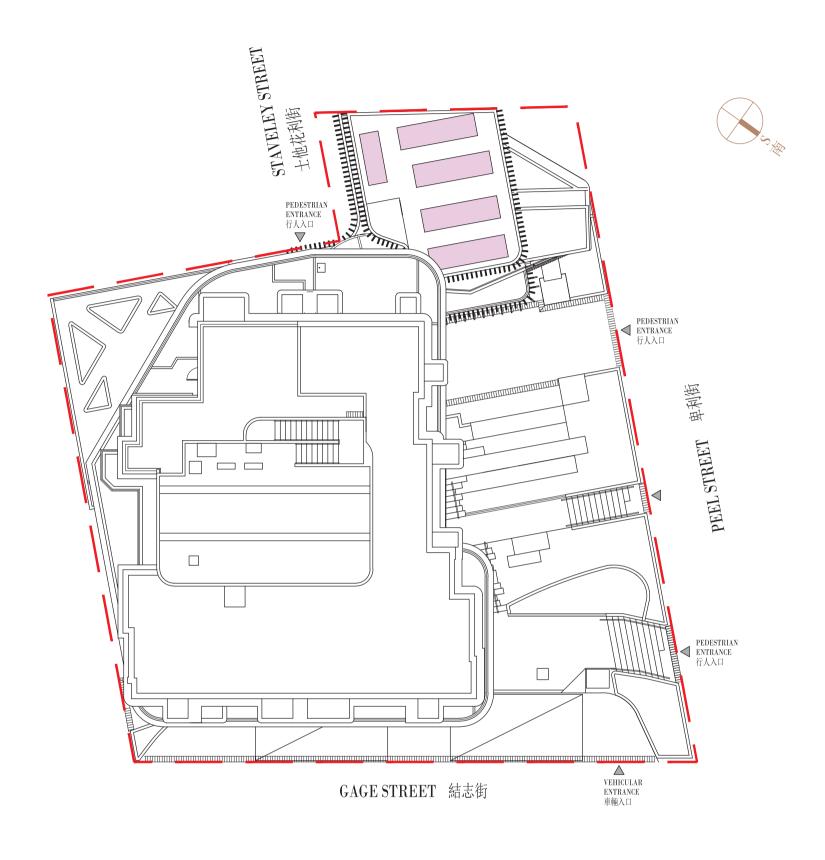
# RELEVANT INFORMATION 有關資料

#### 4. Outdoor Air-Conditioning Units for the MPAH

The location of the plinths of the Outdoor Air-Conditioning Units for the MPAH is for the purpose of identification only shown on the plan below:-

#### 4. MPAH 的室外冷氣機

MPAH 的室外冷氣機的底座位置顯示於下圖,僅供識別:-



The Outdoor Air-Conditioning Units for the MPAH are installed at the Flat Roof on 2/F of the MPAH, with the approximate height of 33.5 metres above the Hong Kong Principal Datum. Sound, heat and vibration may be generated during operation of such Outdoor Air-Conditioning Units.

MPAH 的室外冷氣機安裝在 MPAH 的 2 樓平台,高度為香港主水平基準以上大約 33.5 米。該等室外冷氣機在運作過程中可能會產生聲響、熱力及振動。

Scale: 0米/M 5米/M 比例:

# ADDRESS OF THE WEBSITE DESIGNATED BY THE VENDOR FOR THE DEVELOPMENT 賣方就發展項目指定的互聯網網站的網址

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

www.onecentralplace.hk

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

www.onecentralplace.hk

申請建築物總樓面面積寬免的資料

#### Breakdown of GROSS FLOOR AREA ("GFA") Concessions Obtained for All Features

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

#### 獲寬免總樓面面積的設施分項

於印製售樓說明書前呈交予並已獲建築事務監督批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料,請見下表。如印製售樓說明書時尚未呈交最終修訂圖則予建築事務監督,則有(#)號的資料可以由認可人士提供的資料作為基礎。直至最終修訂圖則於發出佔用許可證前呈交予並獲建築事務監督批准前,以下分項資料仍可能有所修改。

	Disregarded GFA under Building (Planning) Regulations 23(3)(b) 根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積	Area (m²) 面積(平方米)
1 (#)	Carpark and loading/unloading area excluding public transport terminus 停車場及上落客貨地方(公共交通總站除外)	Not applicable 不適用
2	Plant rooms and similar services 機房及相類設施	
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房,例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等	181.729
2.2 (#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積不受任何《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房,例如僅供消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	612.752
2.3	Non-mandatory or non-essential plant room such as air-conditioning plant room, air handing unit (AHU) room, etc. 非強制性或非必要機房,例如空調機房、風櫃房等	96.638
	Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第1及第2號提供的環保設施	
3	Balcony 露台	142.076
4	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	Not applicable 不適用
5	Communal sky garden 公用空中花園	195.208
6	Acoustic fin 隔聲鰭	Not applicable 不適用
7	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	Not applicable 不適用
3	Non-structural prefabricated external wall 非結構預製外牆	46.094
)	Utility platform 工作平台	93.750
10	Noise barrier 隔音屏障	Not applicable 不適用
	Amenity Features 適意設施	
11	Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office 供保安人員和管理處員工使用的櫃枱、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室	11.281
12	Residential Recreational Facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities 住宅康樂設施,包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等	328.474

申請建築物總樓面面積寬免的資料

	Amenity Features 適意設施	Area (m²) 面積(平方米)
13	Covered landscaped and play area 有上蓋的園景區及遊樂場	144.402
14	Horizontal screens/covered walkways, trellis 横向屏障/有蓋人行道、花棚	7.190
15	Larger lift shaft 擴大升降機井道	153.893
16	Chimney shaft 煙囱管道	Not applicable 不適用
17	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要機房,例如鍋爐房、衛星電視共用天線房	Not applicable 不適用
18 (#)	Pipe duct, air duct for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽、氣槽	187.103
19	Pipe duct, air duct for non-mandatory or non-essential plant room 非強制性設施或非必要機房所需的管槽、氣槽	27.482
20	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	14.331
21	Void in duplex domestic flat and house 複式住宅單位及洋房的中空	Not applicable 不適用
22	Projections such as air-conditioning box and platform with a projection of more than 750mm from the external wall 伸出物,如空調機箱及伸出外牆超過 750 毫米的平台	Not applicable 不適用
	Other Exempted Items 其他項目	
23 (#)	Refuge floor including refuge floor cum sky garden 庇護層,包括庇護層兼空中花園	Not applicable 不適用
24 (#)	Other projections 其他伸出物	Not applicable 不適用
25	Public transport terminus 公共交通總站	Not applicable 不適用
26 (#)	Party structure and common staircase 共用構築物及樓梯	Not applicable 不適用
27 (#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	84.730
28 (#)	Public passage 公眾通道	Not applicable 不適用
29	Covered set back area 因建築物後移導致的覆蓋面積	Not applicable 不適用
	Bonus GFA 額外總樓面面積	1
30	Bonus GFA 額外總樓面面積	Not applicable 不適用

#### Note:

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

#### 附註:

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

申請建築物總樓面面積寬免的資料

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

The development has achieved the PROVISIONAL GOLD rating under the BEAM Plus V1.2 for New Buildings. 發展項目獲得綠建環評 1.2 版(新建建築)暫定金級。

### **Green Building Certification**

Assessment result under the **BEAM Plus** certification conferred / issued by Hong Kong Green Building Council Limited (HKGBC) for the building prior to the printing of the sales brochure or its addenda.

Provisional GOLD

Application no.: PAG0088/21





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

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

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

#### Part I 第 I 部 分

NA Y HIL VA	
Provision of central air conditioning 提供中央空調	No 否
Provision of energy efficient features 提供具能源效益的設施	Yes 是
	High energy-performance glazing with low U-Value and shading coefficient (SC) 低總熱傳送值及遮陽系數高能源效益玻璃
Energy efficient proposed 擬安裝的具能源效益的設施	High coefficient of performance (COP) split-type air-conditioning units 高效能分體式空調機
	Energy-efficient lighting design with lower lighting power density (LPD) 低耗能高能效照明設計

# Part II: The predicted annual energy use of the proposed building / part of building (Note 1) 第 II 部分:擬興建樓宇/部分樓宇預計每年能源消規量 (註腳1)

		Internal floor area served (m²)	Annual energy use of l 基線樓字(註腳2)名		Annual energy use o 擬興建樓宇每	1 1
Type of Development 發展項目類型	Location 位置	使用有關裝置 的內部樓面 面積 (平方米)	kWh/m²/annum 電力	Town gas/LPG unit/m²/annum 煤氣/石油氣 用量單位/平方米/年	Electricity kWh/m²/annum 電力 千瓦小時/平方米/年	Town gas/LPG unit/m²/annum 煤氣/石油氣 用量單位/平方米/年
Domestic Development (excluding Hotel) 住用發展項目 (不包括酒店)	Central building services installation (Note 3) 中央屋宇裝備裝置	1717.0	176.0	Not applicable 不適用	140.3	Not applicable 不適用
Non-domestic Development (Note4) (including Hotel) 非住用發展項目 (註腳4) (包括酒店)	Podium(s) (central building services installation) 平台 (中央屋宇裝 備裝置)	709.6	1940.7	Not applicable 不適用	1417.0	Not applicable 不適用

申請建築物總樓面面積寬免的資料

Part III: The following installations are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD)

第Ⅲ部分:以下装置乃按機電工程署公布的相關實務守則設計

Type of installations 裝置類型	YES 是	NO 否	NOT APPLICABLE 不適用
Lighting installations 照明裝置	~		
Air conditioning installations 空調裝置	<b>✓</b>		
Electrical installations 電力裝置	<b>✓</b>		
Lift & Escalator installations 升降機及自動梯的裝置	<b>✓</b>		
Performance-based approach 以總能源為本的方法		<b>✓</b>	

#### Notes:

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

The predicted annual use per m<sup>2</sup> per annum, in terms of electricity consumption (kWh) and town gas/LPG consumption (unit), of the development by the internal floor area served, where:

- a) "total annual energy use" has the same meaning of "annual energy use" under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (current version); and
- b) "internal floor area", in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- 2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" under Section 4 and Appendix 8 of the BEAM Plus for New Building (current version).
- 3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installations issued by the electrical and Mechanical Services Department.
- 4. Podium(s) normally means the lowest part of the development (usually the lowest 15m of the development and its basement, if any) carrying different use(s) from that of the tower(s) above. For development without clear demarcation between podium(s) and tower(s), the development, as a whole, should be considered as tower(s).

#### 註腳:

1. 一般來說, 樓宇的預計每年每平方米能源消耗量愈低, 樓宇的能源 消耗愈有效。例如, 如果擬興建樓宇的預計每年能源消耗量少於基 線樓宇預計的每年能源消耗量, 則表示擬興建樓宇的預計能源使用 較基線樓宇有效。減少愈多, 效能愈大。

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

- a. "每年能源消耗量"與新建樓宇 BEAM Plus 標準(現行版本)第4 節及附錄8中的「年能源消耗」具有相同涵義;及
- b. 樓字、空間或單位的"內部樓面面積",指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- 2. "基準樓宇"與新建樓宇 BEAM Plus 標準 (現行版本) 第4節及附錄8 中的"基準建築物模式 (零分標準)"具有相同涵義。
- 3. "中央屋宇裝備裝置"與機電工程署發出的《屋宇署裝備裝置能源效 益實務守則》中的涵義相同。
- 4. 平台一般指發展項目的最低部分(通常為發展項目底部的15米部分及其地庫(如適用)),並與其上的塔樓具有不同用途。對於並無明確劃分平台與塔樓的發展項目,應視整個發展項目為塔樓。

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

地政總署署長作為給予預售樓花同意書的條件而規定列於售樓説明書的資料

- 1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase (the "Agreement") to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the residential unit specified in the Agreement, sub-sell that residential unit or transfer the benefit of the Agreement of that residential unit in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
- 2. If the Vendor, at the request of the purchaser under an Agreement, agrees (at its own discretion) to cancel the Agreement or the obligations of the purchaser under the Agreement, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the residential unit specified in the Agreement and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement.
- 3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective Assignments to the purchasers.
- 4. The purchaser who has signed an Agreement has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
- 5. Information and requirements relating to:
  - (I) the Green Area as referred to in Special Condition Nos. (5), (6), (7) and (8) of the Land Grant;
  - (II) the Internal Pedestrian Walkway as referred to in Special Condition No. (16) of the Land Grant, the Footbridge as referred to in Special Condition No. (17) of the Land Grant, the Footpath and Lay-bys Area as referred to in Special Condition No. (20) of the Land Grant and the Pedestrian Way as referred to in Special Condition No. (22) of the Land Grant; and
  - (III) the Multi-Purpose Activities Hall as referred to in Special Condition No. (19) of the Land Grant, the Public Open Space as referred to in Special Condition No. (22) of the Land Grant and the Private Open Space as referred to in Special Condition No.(23) of the Land Grant,

is set out in full under the "Summary of Land Grant" section of this sales brochure.

- 1. 買方須於正式買賣合約(「買賣合約」)下與賣方約定,除 訂立按揭或押記外,在買賣完成及簽署轉讓契前,買方不得 提名任何人士接受買賣合約指明之住宅單位之轉讓、轉售該 住宅單位或以任何形式轉移該住宅單位之買賣合約之權益、 或訂立任何有關上述提名、轉售或轉移權益之協議。
- 2. 若賣方應買賣合約下買方要求同意(同意與否賣方有酌情權 決定)取消買賣合約或買賣合約下買方之責任,賣方有權保 留等同買賣合約指明之住宅單位售價5%之金額,另買方須向 賣方繳付或補還(視屬何情況而定)所有與取消買賣合約有 關之法律費用、收費及開銷(包括任何印花稅)。
- 3. 賣方將會或已經(視屬何情況而定)支付所有關發展項目在 其上興建之土地於批文件日期起計至相關買家轉讓契日期(包 括該兩日)期間之未付地税。
- 4. 已簽署買賣合約之買方,如已支付不多於港幣100元之象徵式費用(按每次要求計),有權獲取(而當其要求時將獲提供)以下資料之最新紀錄印本:完成發展項目的總建築費用及總專業費用及截至該要求作出當月前之曆月完結時已支出和繳付之總建築費用及總專業費用。
- 5. 資料及要求關於:-
  - (I) 批地文件特別條件第(5)、(6)、(7)及(8)條提及的綠色區域;
  - (II) 批地文件特別條件第(16)條提及的內部行人通道,批地文件特別條件第(17)條提及的行人天橋,批地文件特別條件第(20)條提及的行人徑及停車處範圍及批地文件特別條件第(22)條提及的行人路;及
  - (III) 批地文件特別條件第(19)條提及的多用途活動會堂,批 地文件特別條件第(22)條提及的公眾休憩用地及批地文 件特別條件第(23)條提及的私人休憩用地,

在本售樓説明書的「批地文件的摘要」一節中全部列出。