

親海驛 THE COAST LINE I

售樓說明書
SALES BROCHURE

一手住宅物業買家須知 Notes to purchasers of first-hand residential properties

此須知是由一手住宅物業銷售監管局為施行《一手住宅物業銷售條例》第19(1)條而發出的。

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款，以及其他財務優惠

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

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i) 露台；(ii) 工作平台；以及(iii) 陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部及內部尺寸²。售樓說明書所提供有關住宅物業外部及內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境(包括交通和社區設施)；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則(如有的話)，因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書，並須特別留意以下資訊：
 - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享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。

一手住宅物業買家須知 Notes to purchasers of first-hand residential properties

- 如您在訂立臨時買賣合約後**五個工作日**(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金(即樓價的5%)會被沒收，而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

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

11. 委託地產代理

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

12. 委聘律師

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

- 比較不同律師的收費。

適用於一手未落成住宅物業

13. 預售樓花同意書

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

14. 示範單位

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

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期³。
 - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
 - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意(視屬何種情況而定)。
 - > 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或

- > 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。

- 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。

- 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。

一手住宅物業買家須知 Notes to purchasers of first-hand residential properties

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@caa.org.hk
傳真：2598 9596

香港地產建設商會
電話：2826 0111
傳真：2845 2521

一手住宅物業銷售監管局
2023年3月

¹ 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。

² 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項——

- (i) 每個住宅物業的外部尺寸；
- (ii) 每個住宅物業的內部尺寸；
- (iii) 每個住宅物業的內部間隔的厚度；
- (iv) 每個住宅物業內個別分隔室的外部尺寸。

根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

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

This Note is issued by the Sales of First-hand Residential Properties Authority (SRPA) for the purpose of section 19(1) of the Residential Properties (First-hand Sales) Ordinance.

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in

the price list.

- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans¹ as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

4. Property area and its surroundings

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

5. Sales brochure

- Ensure that the sales brochure obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- In respect of an uncompleted development, the vendor may alter the building plans (if any) whenever the vendor considers necessary. To know the latest information of an uncompleted development, keep paying attention to any revised sales brochures made available by the vendor.
- Read through the sales brochure and in particular, check the following information in the sales brochure –
 - whether there is a section on “relevant information” in the sales

brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;

- the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
- interior and exterior fittings and finishes and appliances;
- the basis on which management fees are shared;
- whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
- whether individual owners have responsibility to maintain slopes.

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

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

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

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

8. Register of Transactions

- Pay attention to the register of transactions for a development. A

vendor must, within 24 hours after entering into a PASP with a purchaser, enter transaction information of the PASP in the register of transactions. The vendor must, within 1 working day after entering into an agreement for sale and purchase (ASP), enter transaction information of the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.

- Never take the number of registrations of intent or cashier orders a vendor has received for the purpose of registration as an indicator of the sales volume of a development. The register of transactions for a development is the most reliable source of information from which members of the public can grasp the daily sales condition of the development.

9. Agreement for sale and purchase

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

10. Expression of intent of purchasing a residential property

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

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

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

11. Appointment of estate agent

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

12. Appointment of solicitor

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

For first-hand uncompleted residential properties

13. Pre-sale Consent

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

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential

property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.

- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

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

15. Estimated material date and handing over date

- Check the estimated material date³ for the development in the sales brochure.
 - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
 - > For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
 - > For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the

Occupation Document including Occupation Permit.

- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
 - > strike or lock-out of workmen;
 - > riots or civil commotion;
 - > force majeure or Act of God;
 - > fire or other accident beyond the vendor's control;
 - > war; or
 - > inclement weather.
 - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

For first-hand completed residential properties

16. Vendor's information form

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

17. Viewing of property

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

the persons viewing the property.

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

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

Other useful contacts:

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

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

Real Estate Developers Association of Hong Kong
Telephone : 2826 0111
Fax : 2845 2521

Sales of First-hand Residential Properties Authority
March 2023

¹ The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.

² According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following –
(i) the external dimensions of each residential property;
(ii) the internal dimensions of each residential property;
(iii) the thickness of the internal partitions of each residential property;
(iv) the external dimensions of individual compartments in each residential property.

According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.

³ Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

期數的資料 Information on the Phase

發展項目期數名稱（「期數」）：

親海駅I

期數所位於的街道的名稱及由差餉物業估價署署長為識別期數的目的而編配的門牌號數：

東源街8號 *

* 此臨時門牌號數有待期數建成時確認。

期數包含1幢多單位建築物

該幢多單位建築物的樓層的總數：

第1座 — 26層（不包括天台、機電層及頂層天台）

期數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：

第1座 — 地庫2層、地庫1層、地下、1樓至3樓、5樓至12樓、15樓至23樓、25樓至27樓

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：

第1座 — 4樓、13樓、14樓及24樓

該幢多單位建築物內的庇護層（如有的話）：

不適用

由期數認可人士提供的期數的預計關鍵日期：

2025年7月15日

上述預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。

為買賣合約的目的（根據批地文件，進行該買賣，需獲地政總署署長同意），在不局限任何其他可用以證明該期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為該期數已落成或當作已落成（視屬何情況而定）的確證。

註：「關鍵日期」指批地文件的條件就期數而獲符合的日期。

NAME OF THE PHASE OF THE DEVELOPMENT (THE “PHASE”):

The Coast Line I

THE NAME OF THE STREET AT WHICH THE PHASE IS SITUATED AND THE STREET NUMBER ALLOCATED BY THE COMMISSIONER OF RATING AND VALUATION FOR THE PURPOSE OF DISTINGUISHING THE PHASE :

8 Tung Yuen Street *

* The provisional street number is subject to confirmation when the Phase is completed.

THE PHASE CONSISTS OF 1 MULTI-UNIT BUILDING

TOTAL NUMBER OF STOREYS OF THE MULTI-UNIT BUILDING :

Tower 1 - 26 storeys (excluding Roof, E&M Floor and Top Roof)

THE FLOOR NUMBERING IN THE MULTI-UNIT BUILDING AS PROVIDED IN THE APPROVED BUILDING PLANS FOR THE PHASE :

Tower 1 - B2/F, B1/F, G/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-27/F

THE OMITTED FLOOR NUMBERS IN THE MULTI-UNIT BUILDING IN WHICH THE FLOOR NUMBERING IS NOT IN CONSECUTIVE ORDER :

Tower 1 - 4/F, 13/F, 14/F and 24/F

REFUGE FLOORS (IF ANY) OF THE MULTI-UNIT BUILDING :

Not applicable

THE ESTIMATED MATERIAL DATE FOR THE PHASE AS PROVIDED BY THE AUTHORIZED PERSON FOR THE PHASE :

15th July 2025

The above estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.

For the purpose of the Agreement for Sale and Purchase, (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 Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

Note: “material date” means the date on which the conditions of the land grant are complied with in respect of the Phase.

賣方及有參與期數的其他人的資料 Information on vendor and others involved in the Phase

賣方	: 康啓投資有限公司	VENDOR	: Korn Reach Investment Limited
賣方之控權公司	: Kolane Limited、Mesa Investment Limited、Paola Holdings Limited、Novel Trend Holdings Limited、Mighty State Limited 及長江實業集團有限公司	HOLDING COMPANIES OF THE VENDOR	: Kolane Limited, Mesa Investment Limited, Paola Holdings Limited, Novel Trend Holdings Limited, Mighty State Limited and CK Asset Holdings Limited
期數的認可人士	: 盧建業先生	AUTHORIZED PERSON FOR THE PHASE	: Mr. Lo Kin Yip
期數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	: 思博建築設計有限公司	THE FIRM OR CORPORATION OF WHICH AN AUTHORIZED PERSON FOR THE PHASE IS A PROPRIETOR, DIRECTOR OR EMPLOYEE IN HIS OR HER PROFESSIONAL CAPACITY	: Spiral Architectural Design Limited
期數的承建商	: 精進建築工程有限公司	BUILDING CONTRACTOR FOR THE PHASE	: Aggressive Construction Engineering Limited
就期數中的住宅物業的出售而代表擁有人行事的律師事務所	: 胡關李羅律師行	FIRM OF SOLICITORS ACTING FOR THE OWNER IN RELATION TO THE SALE OF RESIDENTIAL PROPERTIES IN THE PHASE	: Woo Kwan Lee & Lo
已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構	: 香港上海滙豐銀行有限公司	AUTHORIZED INSTITUTION THAT HAS MADE A LOAN, OR HAS UNDERTAKEN TO PROVIDE FINANCE, FOR THE CONSTRUCTION OF THE PHASE	: The Hongkong and Shanghai Banking Corporation Limited
已為期數的建造提供貸款的其他人	: CK Property & Asset Holdings Limited	OTHER PERSONS WHO HAVE MADE A LOAN FOR THE CONSTRUCTION OF THE PHASE	: CK Property & Asset Holdings Limited

有參與期數的各方的關係 Relationship between parties involved in the Phase

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

(o) 賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份；	否
(p) 賣方或該期數的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書；	否
(q) 賣方或該期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員；	不適用
(r) 賣方或該期數的承建商屬法團，而該期數的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團；	否
(s) 賣方或該期數的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	否

有參與期數的各方的關係 Relationship between parties involved in the Phase

(a) the Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an authorized person for the Phase;	Not Applicable
(b) the Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of such an authorized person;	Not Applicable
(c) the Vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an authorized person;	No
(d) the Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an associate of such an authorized person;	Not Applicable
(e) the Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of an associate of such an authorized person;	Not Applicable
(f) the Vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of an associate of such an authorized person;	No
(g) the Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase;	Not Applicable
(h) the Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase;	Not Applicable
(i) the Vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of a proprietor of such a firm of solicitors;	No

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

(s) the Vendor or a building contractor for the Phase is a corporation, and that contractor is an associate corporation of that Vendor or of a holding company of that Vendor.	No
--	----

期數的設計的資料 Information on design of the Phase

期數將會有構成圍封牆的一部分的非結構的預製外牆。

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

期數沒有構成圍封牆的一部分的幕牆。

There will be no curtain walls forming part of the enclosing walls of the Phase.

每幢建築物的非結構的預製外牆的厚度的範圍：

THE RANGE OF THICKNESS OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS OF EACH BLOCK:

每幢建築物的非結構的預製外牆的厚度範圍 (毫米) The Range of Thickness of the Non-structural Prefabricated External Walls of Each Block (mm)	
第1座 Tower 1	150

每個住宅物業的非結構的預製外牆的總面積表：

SCHEDULE OF TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS OF EACH RESIDENTIAL PROPERTY:

大廈名稱 Block Name	樓層 Floor	單位 Flat	每個住宅物業的非結構的預製外牆的 總面積(平方米) Total Area of Non-Structural Prefabricated External Walls of Each Residential Property (sq.m)
第1座 Tower 1	1樓 1/F	A	3.864
		B	2.321
		C	1.004
		D	1.937
		G	1.462
		H	1.050
		J	0.800
		K	2.137
		2樓 2/F	A
	B		2.321
	C		1.004
	D		1.937
	E		3.123
	F		1.117
	G		1.462
	H		1.050
	J		0.800
	3樓至27樓 3/F - 27/F	A	3.864
		B	2.321
		C	1.004
		D	1.937
		E	3.070
		F	1.117
		G	1.462
		H	1.050
		J	0.800
	K	2.137	

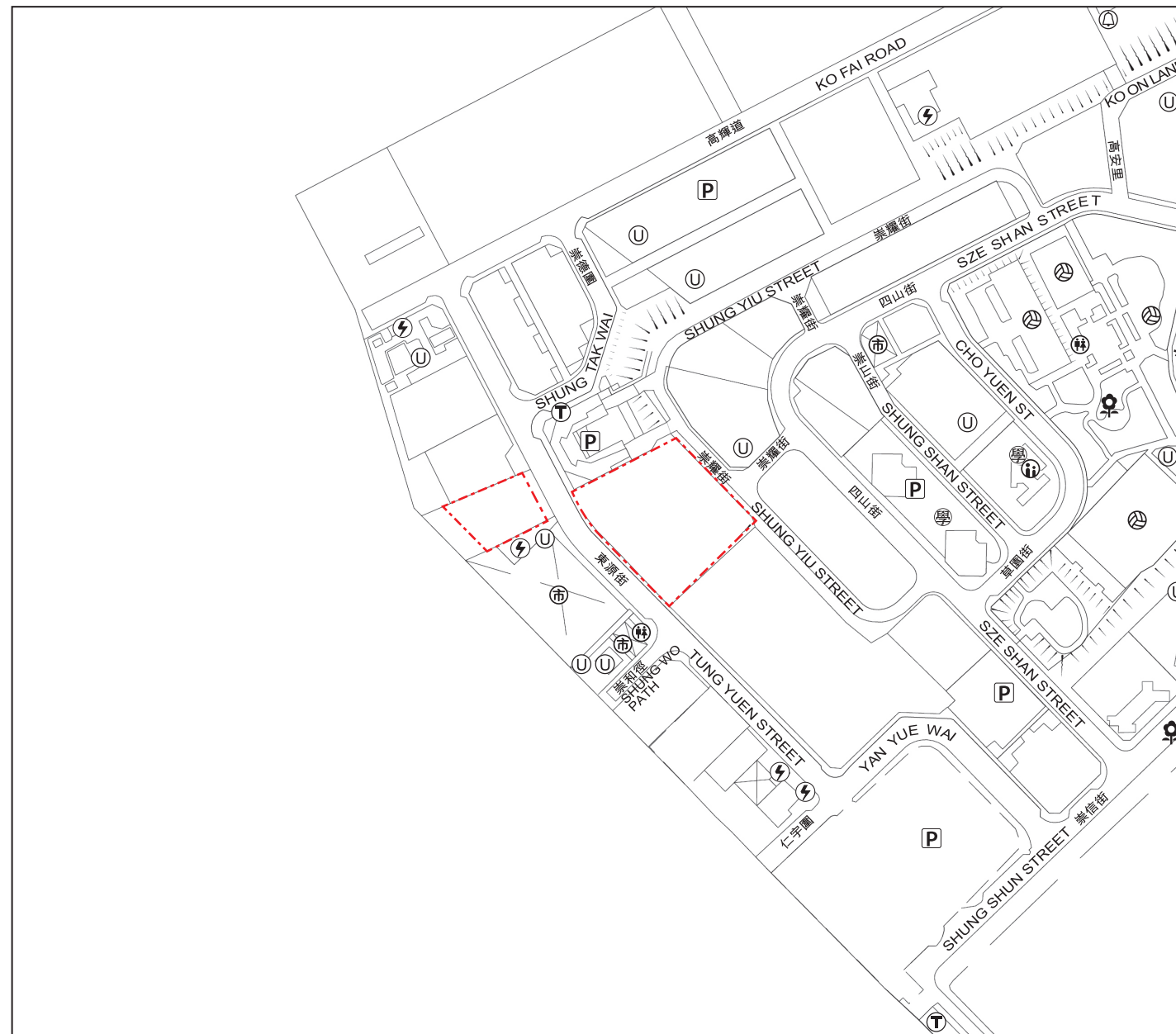
備註：住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。


Remark: Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.

根據有關公契的最新擬稿，獲委任為期數的管理人的人：
高衛物業管理有限公司

**THE PERSON APPOINTED AS THE MANAGER OF THE PHASE
UNDER THE LATEST DRAFT DEED OF MUTUAL COVENANT :**
Goodwell Property Management Limited

發展項目的所在位置圖 Location plan of the development



 發展項目的所在位置
Location of the Development

Scale 比例  0M(米) 250M(米)



於發展項目的所在位置圖未能顯示之街道全名：
Street name(s) not shown in full in the Location Plan of the Development:

* 茶果嶺道
CHA KWU LING ROAD

NOTATION 圖例

- | | |
|---|---|
|  發電廠 (包括電力分站)
A Power Plant (including Electricity Sub-stations) |  公共交通總站 (包括鐵路車站)
A Public Transport Terminal (including a Rail Station) |
|  公廁
A Public Convenience |  社會福利設施 (包括老人中心及弱智人士護理院)
Social Welfare Facilities (including an Elderly Centre and a Home for the Mentally Disabled) |
|  公眾停車場 (包括貨車停泊處)
A Public Carpark (including a Lorry Park) |  公園
A Public Park |
|  體育設施 (包括運動場及游泳池)
Sports Facilities (including a Sports Ground and a Swimming Pool) |  學校 (包括幼稚園)
A School (including a Kindergarten) |
|  公用事業設施裝置
A Public Utility Installation |  消防局
A Fire Station |
|  市場 (包括濕貨市場及批發市場)
A Market (including a Wet Market and a Wholesale Market) | |

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此所在位置圖是參考於2023年7月2日出版之地政總署測繪處之測繪圖，測繪圖編號為11-SE-B，並由賣方擬備。

This Location Plan is prepared by the Vendor with reference to the Survey Sheet No. 11-SE-B dated 2nd July 2023 from Survey and Mapping Office of the Lands Department.

備註 Notes :

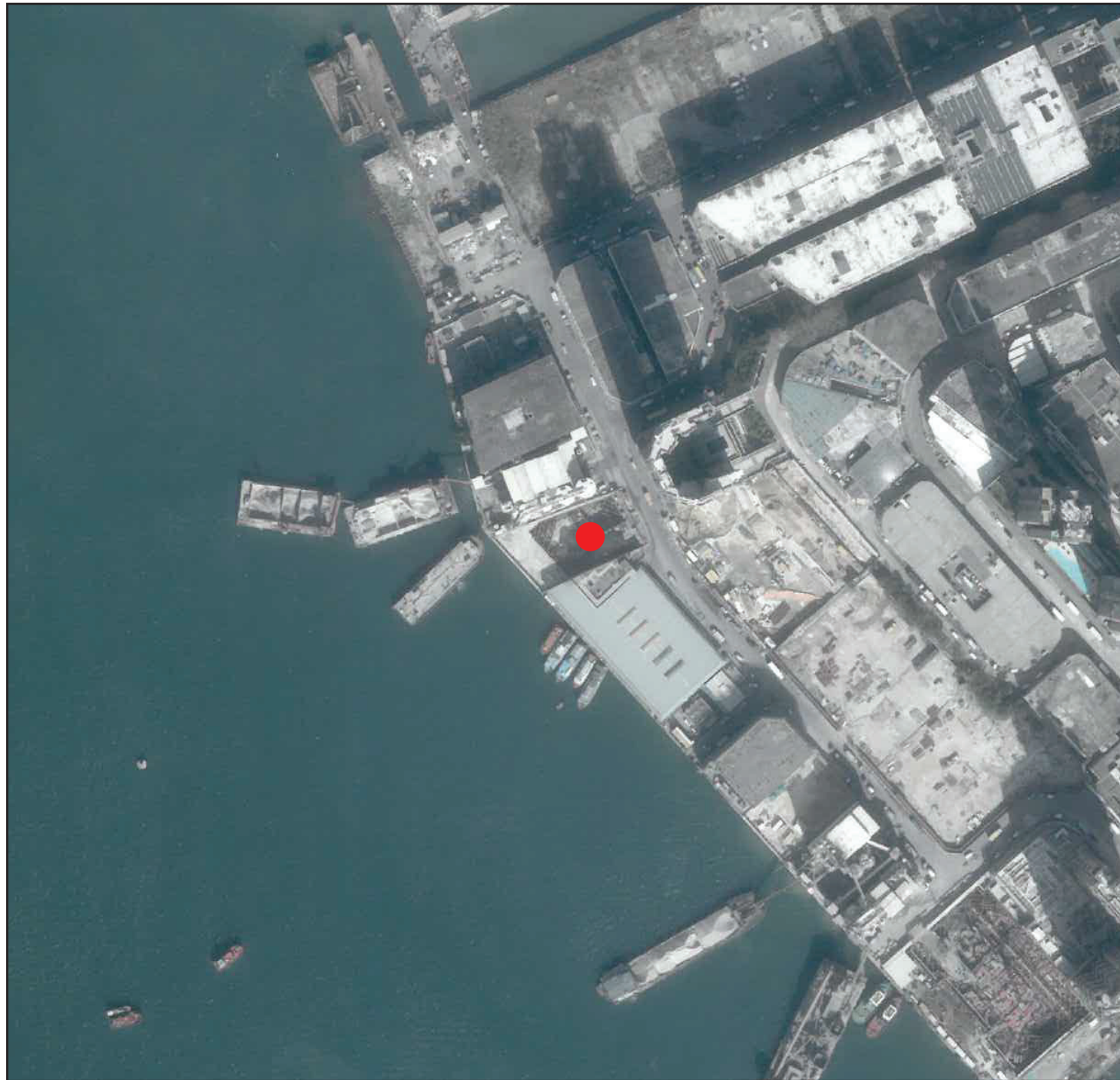
因技術原因 (例如發展項目之不規則形狀)，所在位置圖所顯示之範圍多於《一手住宅物業銷售條例》所要求顯示之範圍。

Due to technical reasons (such as the irregular shape of the Development), the location plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

賣方亦建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

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

期數的鳥瞰照片 Aerial photograph of the Phase



摘錄自地政總署測繪處於2022年1月11日在6,900呎飛行高度拍攝之鳥瞰照片，編號為E145189C。

Extracted from the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, Photo No. E145189C, dated 11th January 2022.

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● 期數的位置
Location of the Phase

備註 Notes :

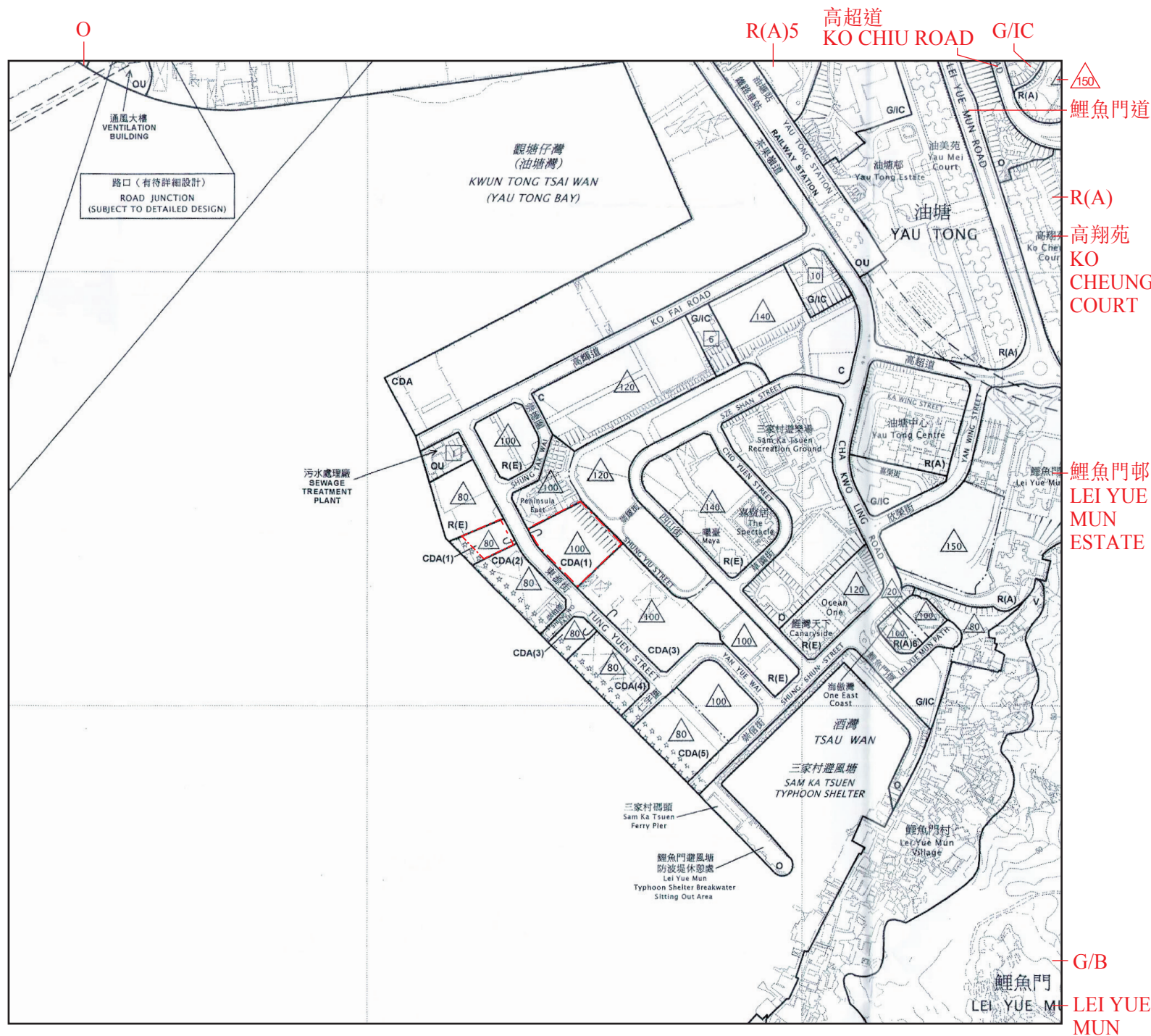
因技術原因(例如期數之不規則形狀)，鳥瞰照片所顯示之範圍多於《一手住宅物業銷售條例》所要求顯示的範圍。

Due to technical reasons (such as the irregular shape of the Phase), the aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

賣方亦建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

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

關於發展項目的分區計劃大綱圖 Outline zoning plan relating to the development



圖例 NOTATION

地帶	圖例	ZONES
商業	C	COMMERCIAL
綜合發展區	CDA	COMPREHENSIVE DEVELOPMENT AREA
住宅(甲類)	R(A)	RESIDENTIAL (GROUP A)
住宅(乙類)	R(B)	RESIDENTIAL (GROUP B)
住宅(戊類)	R(E)	RESIDENTIAL (GROUP E)
鄉村式發展	V	VILLAGE TYPE DEVELOPMENT
政府、機構或社區	G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY
休憩用地	O	OPEN SPACE
其他指定用途	OU	OTHER SPECIFIED USES
綠化地帶	GB	GREEN BELT
海岸保護區	CPA	COASTAL PROTECTION AREA
交通		COMMUNICATIONS
鐵路及車站	車站 STATION	RAILWAY AND STATION
鐵路及車站(地下)	車站 STATION	RAILWAY AND STATION (UNDERGROUND)
鐵路及車站(高架)	車站 STATION	RAILWAY AND STATION (ELEVATED)
主要道路及路口		MAJOR ROAD AND JUNCTION
高架道路		ELEVATED ROAD
其他		MISCELLANEOUS
規劃範圍界線	— ◆ —	BOUNDARY OF PLANNING SCHEME
建築物高度管制區界線	— · · · —	BUILDING HEIGHT CONTROL ZONE BOUNDARY
最高建築物高度 (在主水平基準上若干米)	△ 100	MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)
最高建築物高度(樓層數目)	□ 10	MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)
加油站	P F S	PETROL FILLING STATION
指定為「海濱長廊」的地區	☆☆☆☆☆☆	AREA DESIGNATED FOR 'WATERFRONT PROMENADE'

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



摘錄自憲報公佈日期為2022年11月8日之茶果嶺、油塘、鯉魚門(九龍規劃區第15區)分區計劃大綱核准圖編號S/K15/27。
Extracted from approved Kowloon Planning Area No.15 - Cha Kwo Ling, Yau Tong, Lei Yue Mun Outline Zoning Plan No. S/K15/27 gazetted on 8th November 2022.

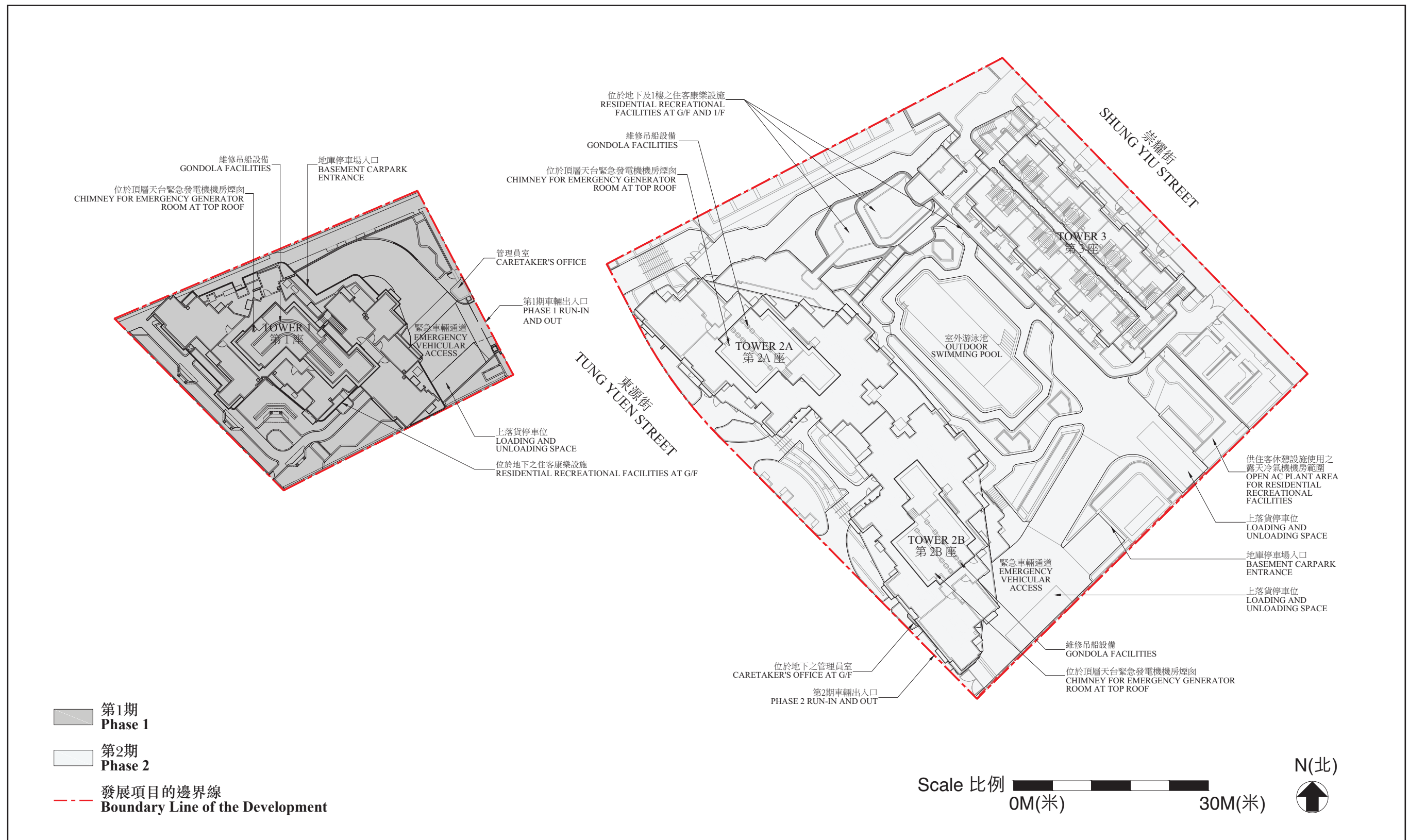
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備註 Notes :

因技術原因(例如發展項目之不規則形狀), 分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條例》所要求顯示之範圍。
Due to technical reasons (such as the irregular shape of the Development), the outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

賣方亦建議準買方到有關發展地盤作實地考察, 以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

發展項目的布局圖 Layout plan of the development



發展項目的認可人士提供的未落成建築物或設施的預計落成日期：第1期：2025年1月15日；第2期：2025年4月15日
 THE ESTIMATED DATE OF COMPLETION OF THE UNCOMPLETED BUILDINGS AND FACILITIES AS PROVIDED BY THE AUTHORIZED PERSON FOR THE DEVELOPMENT: Phase 1: 15th January 2025; Phase 2: 15th April 2025

期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase

GLOSSARY 詞彙表

A.C.P. = Air-Conditioner Platform = 冷氣機平台

A.D. = Air Duct = 風管槽

A.F. = Architectural Feature = 建築裝飾

ARCHI. FIN = Architectural Fin = 建築裝飾

BATH = Bathroom = 浴室

B.R. = Bedroom = 睡房

B.R.1 = Bedroom 1 = 睡房1

B.R.2 = Bedroom 2 = 睡房2

DIN. = Dining Room = 飯廳

DN = Down = 下

DOG HOUSE = 喉管罩室

E.L.V. = Extra Low Voltage Cabinet = 低電壓櫃

E.L.V. DUCT = Extra Low Voltage Duct = 低電壓槽

E.M.R. = Electrical Meter Room = 電錶房

F.H. = Fire Hydrant = 消防栓

FAN ROOM FOR R.S.M.R.R. = Fan Room For Refuse Storage And Material Recovery Room = 垃圾及物料回收房風機房

F.S. WATER TANK ROOM = 消防水缸房

INACCESSIBLE FLAT ROOF = 不可進入之平台

H.R. = HOSE REEL = 消防喉轆

KIT. = Kitchen = 廚房

L1 / L2 = LIFT 1 / LIFT 2 = 升降機 1 / 升降機 2

LIFT LOBBY = 升降機大堂

LIFT MACHINE ROOM = 升降機機房

LIFT SHAFT = 升降機槽

LIV. = Living Room = 客廳

LIV. & DIN. = Living Room and Dining Room = 客廳及飯廳

MAINTENANCE ACCESS FOR PERIMETER PLANTER = 周邊花槽保養通道

MBATH = Master Bathroom = 主人浴室

M.B.R. = Master Bedroom = 主人睡房

M.W. = Maintenance Window = 維修窗

OPEN KIT. = Open Kitchen = 開放式廚房

P.D. = Pipe Duct = 管道槽

PART PLAN - 3/F = 局部圖則 - 3樓

PART PLAN - 27/F = 局部圖則 - 27樓

P.A. / PLANTER = Planter = 花槽

POTABLE & FLUSHING WATER PUMP ROOM = 食水及沖廁水泵房

PRIVATE ROOF FOR 27/F FLAT A = 27樓A單位之私人天台

PRIVATE ROOF FOR 27/F FLAT B = 27樓B單位之私人天台

PRIVATE ROOF FOR 27/F FLAT C = 27樓C單位之私人天台

PRIVATE ROOF FOR 27/F FLAT D = 27樓D單位之私人天台

PRIVATE ROOF FOR 27/F FLAT E = 27樓E單位之私人天台

PRIVATE ROOF FOR 27/F FLAT F = 27樓F單位之私人天台

PRIVATE ROOF FOR 27/F FLAT G = 27樓G單位之私人天台

PRIVATE ROOF FOR 27/F FLAT H = 27樓H單位之私人天台

PRIVATE ROOF FOR 27/F FLAT K = 27樓K單位之私人天台

R.C. CANOPY = Reinforced Concrete Canopy = 鋼筋混凝土簷篷

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

ST. = Storeroom = 儲物房

TOP OF VERTICAL ACOUSTIC FIN = 垂直隔聲鰭頂部

TRANSFER PLATE = 傳力板

UP = 上

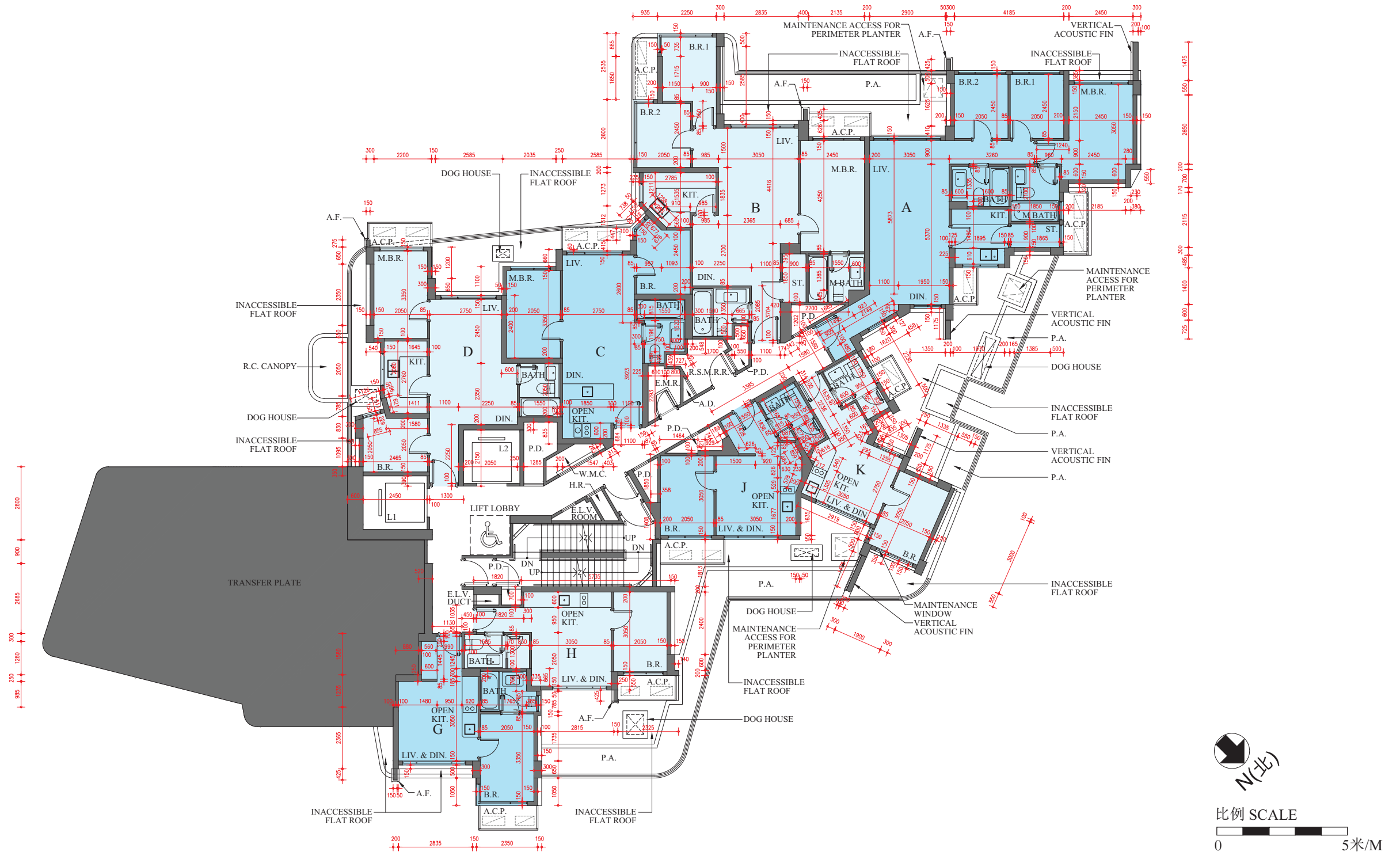
VERTICAL ACOUSTIC FIN = 垂直隔聲鰭

W.M.C. = Water Meter Cabinet = 水錶櫃

適用於本節各樓面平面圖之備註

Remarks applicable to the floor plans of this section:

- 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。 The dimensions of the floor plans are all structural dimensions in millimeters.
- 2) 部分樓層外牆範圍設有建築裝飾及/或外露喉管，詳情請參閱期數最新經批准之一般建築圖則及其他相關圖則。
There may be architectural features and/or exposed pipes on external walls of some of the floors. For details, please refer to the latest approved general building plans and other relevant plans of the Phase.
- 3) 部分住宅物業的天台側外牆有公用去水渠及/或電機喉管。
Common drain pipes and/or electrical and mechanical services are located on the external walls adjacent to roofs of some residential properties.
- 4) 部分住宅物業客廳、飯廳、客廳及飯廳、睡房、走廊、浴室、儲物房、開放式廚房及/或廚房之裝飾橫樑或假天花內裝置冷氣系統及/或喉管及/或其他機電設備。
There are ceiling bulkheads or false ceiling in living rooms, dining rooms, living rooms and dining rooms, bedrooms, corridors, bathrooms, storerooms, open kitchens and/or kitchens of some residential properties for installing the air-conditioning system and/or conduit and/or other mechanical and electrical services.
- 5) 樓面平面圖所示之裝置如洗滌盤、煮食爐、浴缸、坐廁、面盆等只供展示其大約位置而非展示其實際大小、設計及形狀。為免生疑，圖中任何浴室的門戶的表述為單一門戶的表述。
The indications of fittings such as sinks, cooker hobs, bathtubs, toilet bowls, wash basins etc. shown on the floor plans are indications of their approximate locations only and not indications of their actual sizes, designs and shapes. For the avoidance of doubt, the presentation of door of any bathroom in a plan is a presentation of a single door.



每個住宅物業的樓板（不包括灰泥）的厚度：A、C、D、G、H、J及K單位：125毫米及150毫米；B單位：125毫米、150毫米及250毫米

The thickness of the floor slabs (excluding plaster) of each residential property:
Flats A, C, D, G, H, J and K: 125mm and 150mm;
Flat B: 125mm, 150mm and 250mm

每個住宅物業的層與層之間的高度：2.975米

The floor-to-floor height of each residential property: 2.975m

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》附表1第一部第10(2)(c)條所規定的陳述並不適用於期數。）

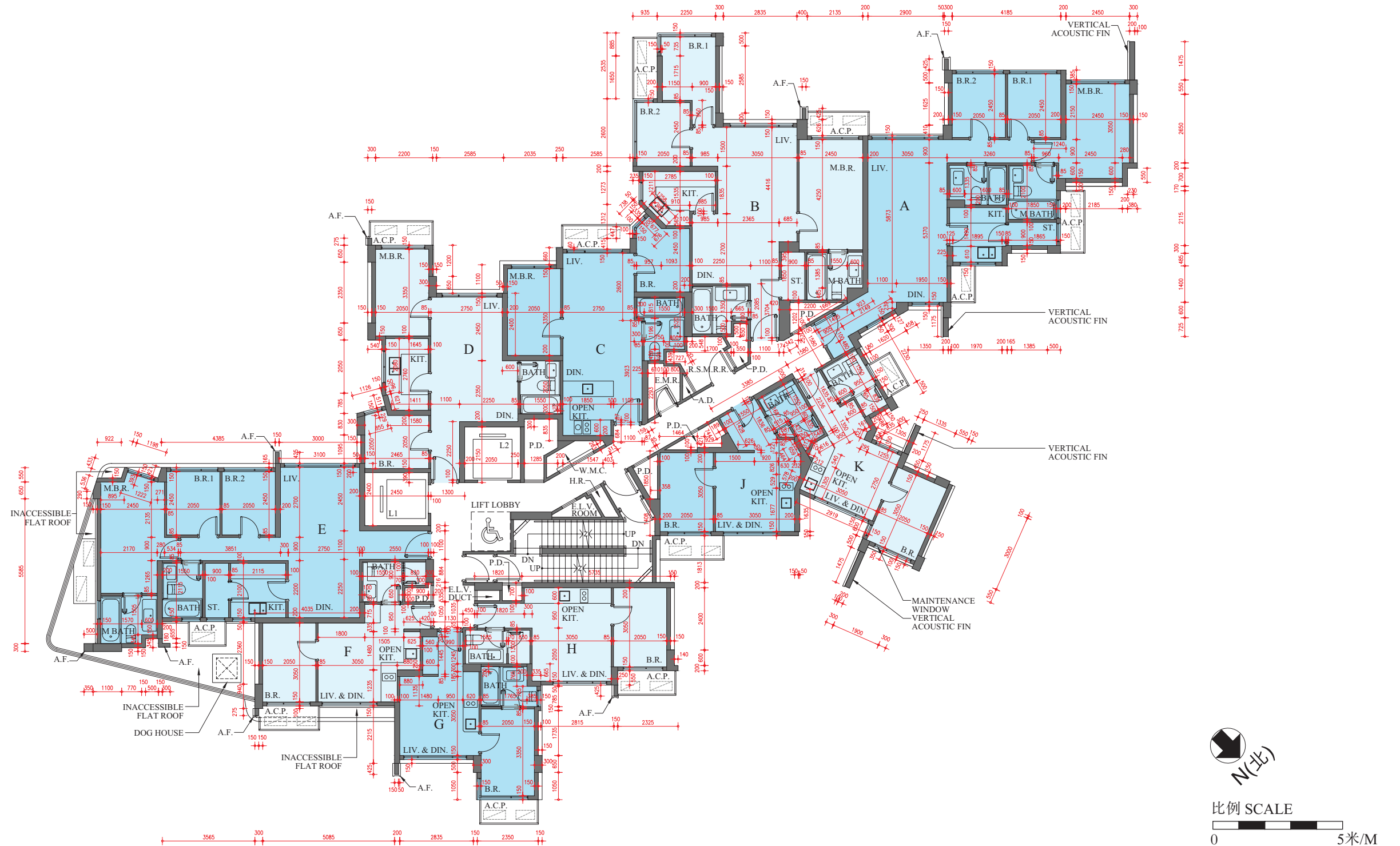
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement requested under Section 10(2)(c) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

備註：

- 1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
- 2) 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Phase” for glossary of the terms and abbreviations shown in the floor plan above.
- 2) Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.



每個住宅物業的樓板 (不包括灰泥) 的厚度：A、C、D、F、G、H、J及K單位：125毫米及150毫米；B單位：125毫米、150毫米及250毫米；E單位：125毫米、150毫米及575毫米

The thickness of the floor slabs (excluding plaster) of each residential property: Flats A, C, D, F, G, H, J and K: 125mm and 150mm; Flat B: 125mm, 150mm and 250mm; Flat E: 125mm, 150mm and 575mm

每個住宅物業的層與層之間的高度：2.975米

The floor-to-floor height of each residential property: 2.975m

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》附表1第一部第10(2)(c)條所規定的陳述並不適用於期數。)

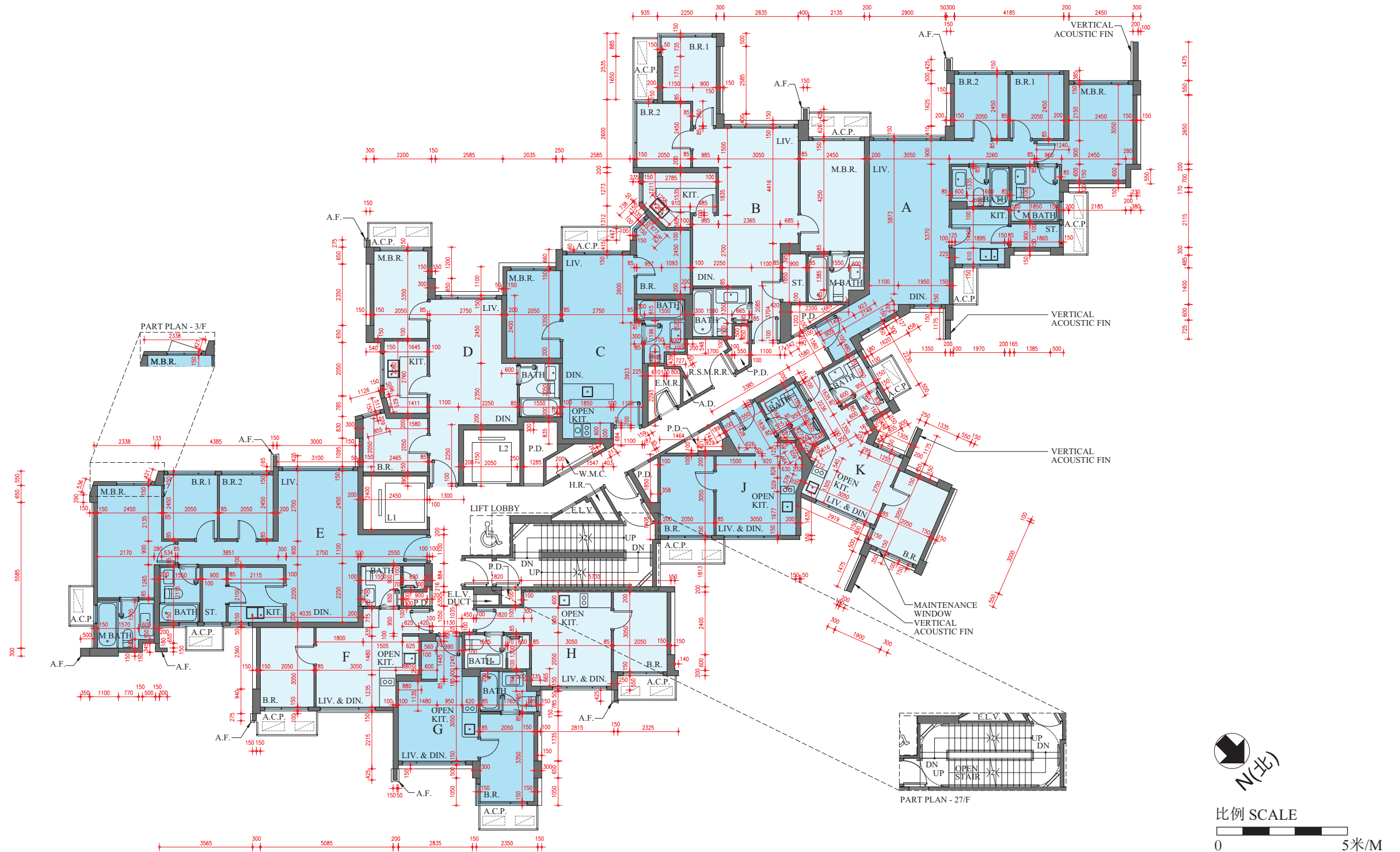
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement requested under Section 10(2)(c) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

備註：

- 1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
- 2) 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Phase” for glossary of the terms and abbreviations shown in the floor plan above.
- 2) Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.

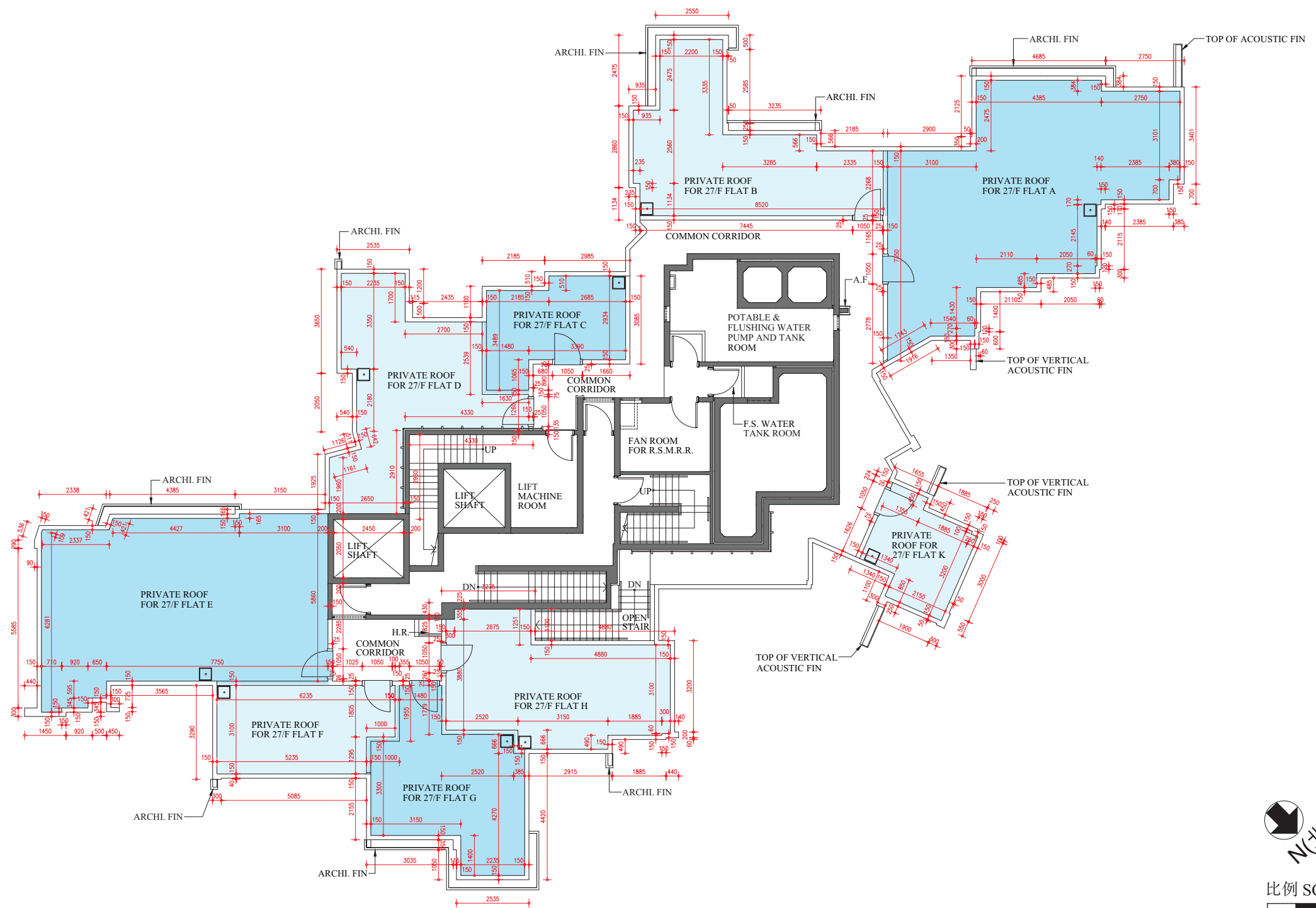


每個住宅物業的樓板 (不包括灰泥) 的厚度: A、C、D、E、F、G、H、J及K單位: 125毫米及150毫米; B單位: 125毫米、150毫米及250毫米
The thickness of the floor slabs (excluding plaster) of each residential property: Flats A, C, D, E, F, G, H, J and K: 125mm and 150mm; Flat B: 125mm, 150mm and 250mm

每個住宅物業的層與層之間的高度: 2.975米
The floor-to-floor height of each residential property: 2.975m

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》附表1第一部第10(2)(c)條所規定的陳述並不適用於期數。)
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 requested under Section 10(2)(c) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

備註:
1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
2) 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。
Remarks:
1) Please refer to the first page of the section "Floor Plans of Residential Properties in the Phase" for glossary of the terms and abbreviations shown in the floor plan above.
2) Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.



每個住宅物業的樓板(不包括灰泥)的厚度：不適用

The thickness of the floor slabs (excluding plaster) of each residential property: Not applicable

每個住宅物業的層與層之間的高度：不適用

The floor-to-floor height of each residential property: Not applicable

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(c)條所規定的陳述並不適用於期數。)

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 requested under Section 10(2)(c) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

備註：

- 1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
- 2) 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。

Remarks:

- 1) Please refer to the first page of the section "Floor Plans of Residential Properties in the Phase" for glossary of the terms and abbreviations shown in the floor plan above.
- 2) Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.

期數中的住宅物業的面積 Area of residential properties in the Phase

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)											
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard		
第1座 Tower 1	1樓 1/F	A	68.414 (736) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-		
		B	67.702 (729) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	
		C	41.060 (442) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		D	43.498 (468) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		G	25.831 (278) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		H	26.630 (287) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		J	26.542 (286) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		K	25.358 (273) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-

實用面積是按照《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)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area is 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 to the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 期數住宅物業並無露台、工作平台及陽台。

There is no balcony, utility platform and verandah in the residential properties in the Phase.

3. 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。

Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.

期數中的住宅物業的面積 Area of residential properties in the Phase

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第1座 Tower 1	2樓 2/F	A	68.414 (736) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		B	67.702 (729) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		C	41.060 (442) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		D	43.323 (466) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		E	66.608 (717) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		F	25.726 (277) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		G	25.487 (274) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		H	26.630 (287) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		J	26.542 (286) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		K	25.358 (273) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-

實用面積是按照《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)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area is 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 to the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

- 期數住宅物業並無露台、工作平台及陽台。
There is no balcony, utility platform and verandah in the residential properties in the Phase.
- 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。
Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.

期數中的住宅物業的面積 Area of residential properties in the Phase

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)											
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard		
第1座 Tower 1	3樓至26樓 3/F to 26/F	A	68.414 (736) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-		
		B	67.702 (729) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	
		C	41.060 (442) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		D	43.323 (466) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		E	66.316 (714) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		F	25.726 (277) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		G	25.487 (274) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		H	26.630 (287) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		J	26.542 (286) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-
		K	25.358 (273) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-	-

實用面積是按照《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)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area is 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 to the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

- 期數住宅物業並無露台、工作平台及陽台。
There is no balcony, utility platform and verandah in the residential properties in the Phase.
- 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。
Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.

期數中的住宅物業的面積 Area of residential properties in the Phase

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace
第1座 Tower 1	27樓 27/F	A	68.414 (736) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	61.249 (659)	-	-	-
		B	67.702 (729) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	31.363 (338)	-	-	-
		C	41.060 (442) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	14.751 (159)	-	-	-
		D	43.323 (466) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	29.233 (315)	-	-	-
		E	66.316 (714) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	58.682 (632)	-	-	-
		F	25.726 (277) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	18.034 (194)	-	-	-
		G	25.487 (274) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	24.221 (261)	-	-	-
		H	26.630 (287) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	29.518 (318)	-	-	-
		J	26.542 (286) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		K	25.358 (273) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	10.962 (118)	-	-	-

實用面積是按照《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)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area is 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 to the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 期數住宅物業並無露台、工作平台及陽台。

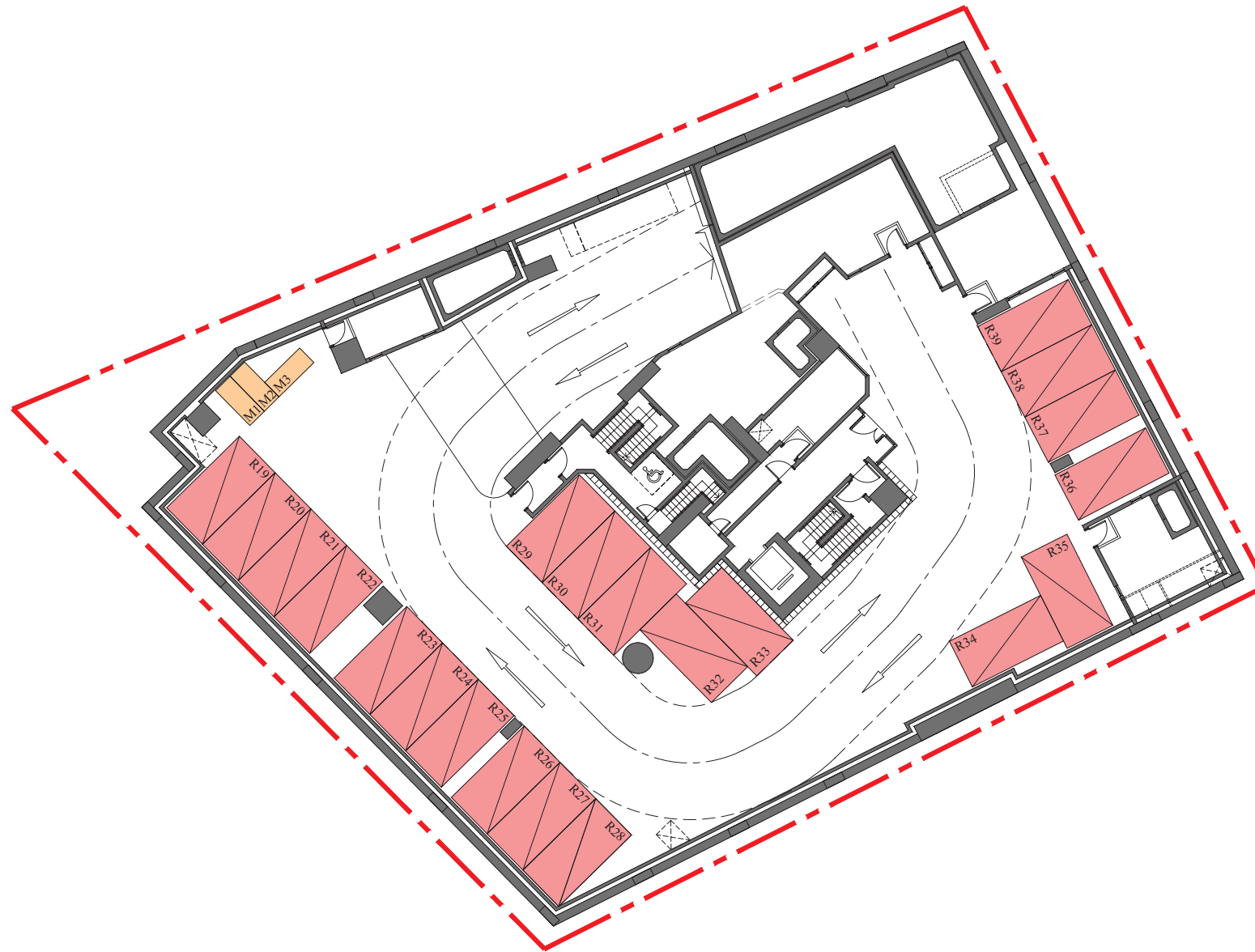
There is no balcony, utility platform and verandah in the residential properties in the Phase.

3. 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。

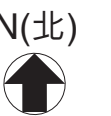
Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.

期數中的停車位的樓面平面圖 Floor plans of parking spaces in the Phase

地庫2層 B2/F



比例 SCALE
0 15米/M

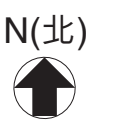
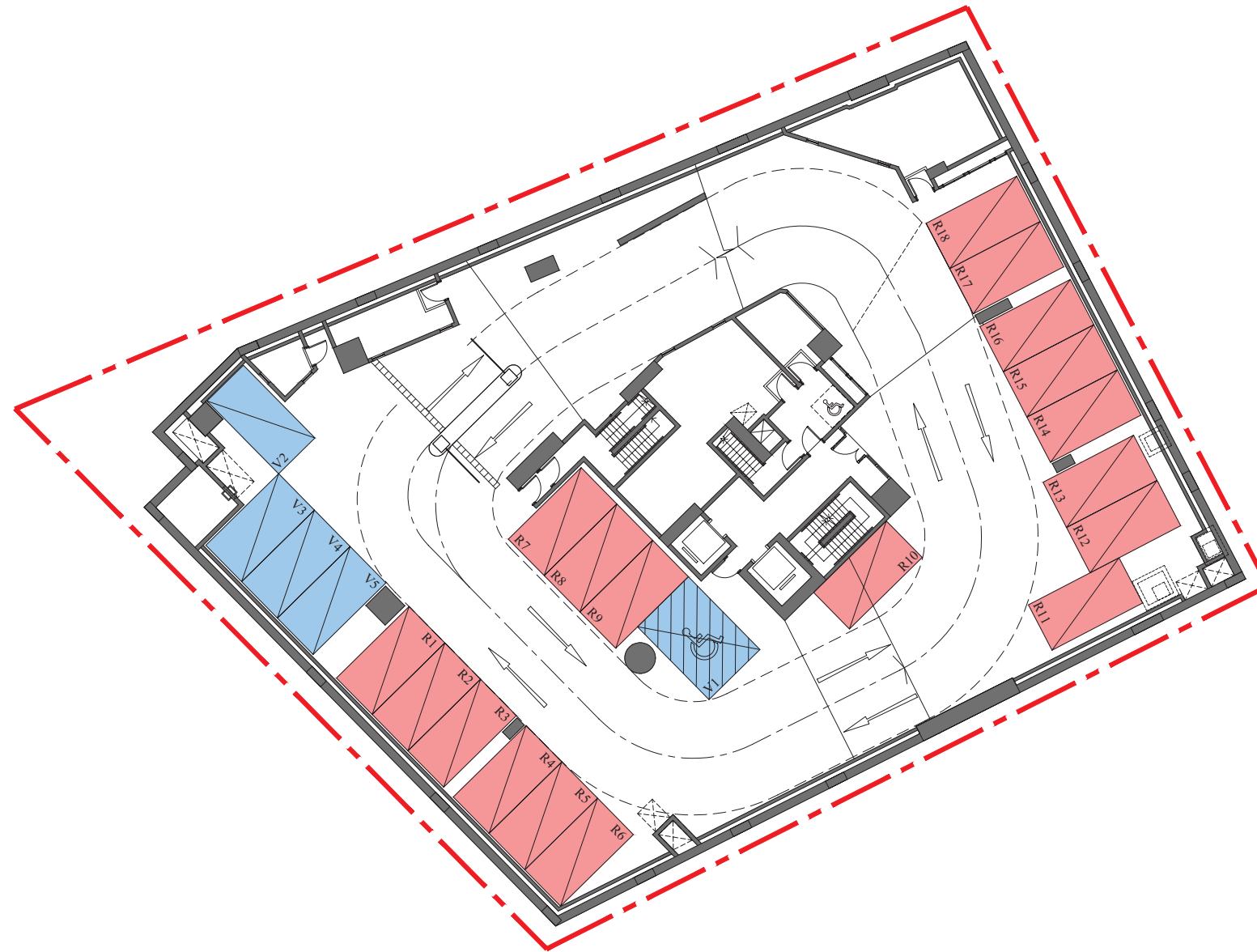


- 住客停車位
Residential Parking Space
- 電單車停車位
Motorcycle Parking Space
- 期數的邊界線
Boundary Line of the Phase

停車位類別 Category of parking space	數目 Number	每個停車位尺寸(長x寬)(米) Dimensions of each parking space (L x W) (m)	每個停車位面積(平方米) Area of each parking space (sq. m)
住客停車位 Residential Parking Space	21	5.0 x 2.5	12.5
電單車停車位 Motorcycle Parking Space	3	2.4 x 1.0	2.4

期數中的停車位的樓面平面圖 Floor plans of parking spaces in the Phase

地庫1層 B1/F

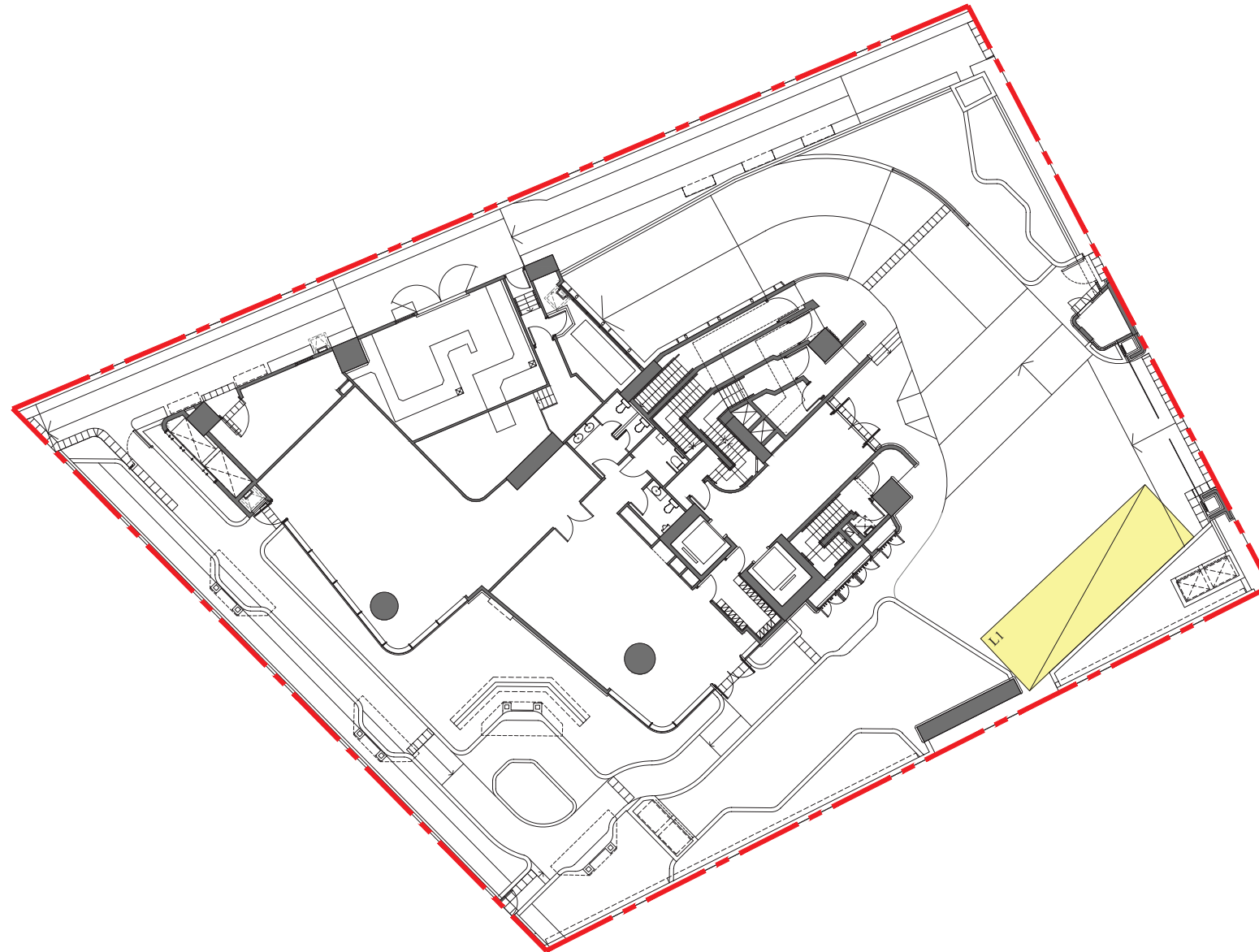


- 住客停車位
Residential Parking Space
- 訪客停車位
Visitor's Parking Space
- 訪客停車位 (暢通易達停車位)
Accessible Visitor's Parking Space
- 期數的邊界線
Boundary Line of the Phase

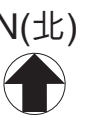
停車位類別 Category of parking space	數目 Number	每個停車位尺寸(長x寬)(米) Dimensions of each parking space (L x W) (m)	每個停車位面積(平方米) Area of each parking space (sq. m)
住客停車位 Residential Parking Space	18	5.0 x 2.5	12.5
訪客停車位 Visitor's Parking Space	4	5.0 x 2.5	12.5
訪客停車位 (暢通易達停車位) Accessible Visitor's Parking Space	1	5.0 x 3.5	17.5

期數中的停車位的樓面平面圖 Floor plans of parking spaces in the Phase

地下 GROUND FLOOR



比例 SCALE
0 15米/M



- 上落貨停車位
Loading and Unloading Space
- 期數的邊界線
Boundary Line of the Phase

停車位類別 Category of parking space	數目 Number	每個停車位尺寸(長x寬)(米) Dimensions of each parking space (L x W) (m)	每個停車位面積(平方米) Area of each parking space (sq. m)
上落貨停車位 Loading and Unloading Space	1	11.0 x 3.5	38.5

臨時買賣合約的摘要 Summary of preliminary agreement for sale and purchase

- (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) 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 that 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 that preliminary agreement—
 - (i) that 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) 「期數」的公用部分

「停車場公用地方」

指「停車場」內所有供「停車位」「業主」及佔用人公用與共享而並未明確轉讓予個別「停車位」「業主」或供其專用的地方或部分（「停車位」除外），包括但不限於行車道、循環位置、斜路、循環通道、電動車充電器電錶房、集水泵井、風機房、特低電壓房、通風管道，及／或「第一業主」按照「發展項目」的「公契及管理協議」（下稱「公契」）規定指定為「停車場公用地方」的其他範圍，以及符合「該條例」第2條所訂「公用部分」定義的地方（附屬於「住宅單位」、「私人停車位」、「發展項目公用地方」或「住宅公用地方」的地方除外），現於「公契圖則」以靛藍色顯示，僅供識別。

「停車場公用設施」

指「停車場公用地方」內所有供「停車位」「業主」及佔用人公用或安裝供彼等共享而非個別「停車位」「業主」專用或專享的裝置、設備、器具及設施。

「公用地方」

指所有發展項目公用地方、住宅公用地方及停車場公用地方。

「公用設施」

指所有發展項目公用設施、住宅公用設施及停車場公用設施。

「發展項目公用地方」

指「該土地」及「發展項目」內所有供「單位」「業主」及佔用人公用與共享而並未明確轉讓予個別「單位」「業主」或供其專用的地方或部分，包括但不限於「公共行人通道」、「發展項目綠化區」、「發展項目維修及修理通道」、「斜坡及擋土牆」、草坪、消防花灑水缸、消防花灑泵房、校對錶櫃、消防增壓泵及消防輸送泵房、消防輸水缸、電梯大堂、電梯井、樓梯、電訊及廣播設備室、垃圾及物料回收房、垃圾車停車位、「變壓器房」、總電掣房、電掣房、管理員辦事處、男女通用廁所、不可通達平台、發電機房、消防泵房、消防控制室及消防花灑控制閥房、消防入水掣、花灑入水掣、消防花灑水缸及泵房、總電錶房、特低電壓房、走廊、電纜槽、管道槽、可打開的通風口，及／或「第一業主」按照「公契」規定指定為「發展項目公用地方」的其他範圍，以及符合《建築物管理條例》（第344章）第2條所訂「公用部分」定義的地方（附屬於「住宅單位」、「私人停車位」、「住宅公用地方」或「停車場公用地方」的地方除外），現於「公契圖則」以黃色、黃色加黑斜線、黃色加黑點、黃色加黑斜線黑點、黃色加紅點和棕色顯示，僅供識別。

「發展項目公用設施」

指「發展項目公用地方」內所有供「單位」「業主」及佔用人公用或安裝供彼等共享而非個別「單位」「業主」專用或專享的裝置、設備、器具及設施。

「住宅公用地方」

指「該土地」及「發展項目」內所有供「住宅單位」「業主」及佔用人公用與共享而並未明確轉讓予個別「住宅單位」「業主」或供其專用的地方或部分，包括但不限於「訪客停車位」、「上落貨停車位」、「康樂設施」、「有蓋圍境區」、「住宅綠化區」、「住宅維修及修理通道」、「減音簷板」、「非結構性預製外牆」、食水水缸、更高水平的食水水缸、輸送泵及水缸房、食水及沖廁水泵和水缸房、集水泵井、排煙口、冷氣機平台、冷氣機機房、冷氣機底座、氣體錶櫃、平台、不可通達平台、不可通達平台（轉換層）、垃圾及物料回收房、垃圾及物料回收房風機房、電錶房、電錶櫃、電氣房、電線管道、特低電壓房、特低電壓線槽、喉嚨、管道槽、水錶櫃、建築簷板、建築裝飾、公共走廊、消防水缸、消防水缸房、電梯機房、更高水平的電梯機房、電梯平台、電梯井、電梯大堂、草坪、花槽區、校對錶櫃、水泵及水缸房、沖廁水缸、調壓池、濾水裝置機房、電訊及廣播設備室、花灑入水掣、消防入水掣、花灑水缸、花灑缸、花灑轉換缸、食水水缸及泵房、風機房、食水及沖廁水泵房及水缸房、食水及沖廁水泵房、食水及沖廁水缸房、天台（附屬於「住宅單位」的私人天台除外）、樓梯、電纜槽、鋁層、鋁層建築保護、鋁柵屏風、簷篷、郵箱、維修檢修門、維修檢修閘及／或「第一業主」按照「公契」規定指定為「住宅公用地方」的其他範圍，以及符合《建築物管理條例》（第344章）第2條所訂「公用部分」定義的地方（附屬於「住宅單位」、「私人停車位」、「發展項目公用地方」或「停車場公用地方」的地方除外），現於「公契圖則」以綠色、綠色加黑斜線、綠色加黑點、綠色加黑斜線黑點和綠色加紅點顯示，並以紅色虛線及橙色虛線分界顯示，僅供識別。

「住宅公用設施」

指「住宅公用地方」內所有供「住宅單位」「業主」及佔用人公用或安裝供彼等共享而非個別「住宅單位」「業主」專用或專享的裝置、設備、器具及設施。

除非獲「業主委員會」議決批准，「業主」不得將「公用地方」及「公用設施」或其任何部分改作自己使用或享用。

「業主」不得妨礙或阻礙「公用地方」及「公用設施」任何部分，不得放置或留置任何物品、盒、物料、廢料或任何其他事物或物件，亦不得將「公用地方」任何部分用作商業或私人用途，「業主」不得在「公用地方」作出任何對「發展項目」的任何其他「業主」或佔用人造成滋擾或煩擾的行為。

「公用地方」及「公用設施」須由「管理人」管理。「管理人」獲正式委任代表全體「業主」按「公契」及處理「公用地方」及「公用設施」的任何事宜。

(B) 分配予「期數」中每個住宅物業的不分割份數的數目

分配予「期數」每個住宅物業的不分割份數的數目在本節最後列表說明。

住宅物業的不分割份數的數目與其管理份數的數目相同。「發展項目」的不分割份數總額為35,858份，「發展項目」所有單位的不分割份數總額為35,558份，「發展項目」所有「住宅單位」的不分割份數總額為34,893份，「發展項目」所有「私人停車位」的不分割份數總額為665份。

(C) 「期數」的管理人的委任年期

受限於《建築物管理條例》（第344章）的條文規定，「公契管理人」將獲委任為管理「該土地」及「發展項目」的首屆管理人，首屆任期按照「公契」訂明的委任日期起計兩年，嗣後繼續留任管理「發展項目」，直至其委任職權按照「公契」條文終止為止。

(D) 管理開支按甚麼基準在「期數」中的住宅物業的「業主」之間分擔

「管理人」將按照以下原則釐定每名「業主」應分擔的管理開支金額：

- (a) 「發展項目」每個「單位」的「業主」應按比例分擔「管理預算案」A部分評定的款項，攤付金額按照「業主」所持「單位」的「管理份數」佔「發展項目」內所有「單位」「管理份數」總數的比例計算。A部分涵蓋「管理人」認為應歸因於「發展項目公用地方」及「發展項目公用設施」管理和維修事務或本着全體「業主」受益招致的估計管理開支（不包括「管理預算案」B及C部分列明的估計管理開支）。於「該土地」獲發「合格證明書」之前，A部分只須列出「第一期」的估計管理及維修開支，特別以「第一期」內「發展項目公用地方」和「發展項目公用設施」為要。「該土地」獲發「合格證明書」後，則列出「發展項目」整體的估計管理及維修開支，特別以「發展項目公用地方」及「發展項目公用設施」為要；
- (b) 除以上(a)款所載的款項外，每名「業主」另須就其擁有的每個「住宅單位」分擔「管理預算案」B部分評定的款項，攤付金額按照「業主」所持「住宅單位」的「管理份數」佔「發展項目」內所有「住宅單位」「管理份數」總數的比例計算。B部分涵蓋「管理人」認為只歸因於「住宅公用地方」和「住宅公用設施」管理和維修事務或純粹本着所有「住宅單位」「業主」受益招致的估計管理開支，包括但不限於「康樂設施」的運作、維修、修理、清潔、照明及保安開支。惟為免生疑問，B部分亦涵蓋「管理人」合理認為歸因於使用「訪客停車位」和「上落貨停車位」的「停車場公用地方」及「停車場公用設施」的估計管理開支。於「該土地」獲發「合格證明書」之前，B部分只須列出「第一期」內「住宅公用地方」及「住宅公用設施」的估計管理及維修開支。「該土地」獲發「合格證明書」後，B部分須列出整宗「發展項目」內「住宅公用地方」及「住宅公用設施」的估計管理及維修開支；
- (c) 除以上(a)款所載的款項外，每名「業主」另須就其擁有的每

公契的摘要 Summary of deed of mutual covenant

個「私人停車位」分擔「管理預算案」C部分評定的款項，攤付金額按照「業主」所持「私人停車位」的「管理份數」佔「發展項目」內所有「私人停車位」管理份數總數的比例計算。C部分涵蓋「管理人」認為只歸因於「停車場公用地方」及「停車場公用設施」管理和維修事務或純粹供所有「私人停車位」業主及佔用人和彼等各真實賓客、訪客或獲邀人士公用與共享招致的估計管理開支，惟為免生疑問，「管理人」合理認為歸因於使用「訪客停車位」和「上落貨停車位」的「停車場公用地方」及「停車場公用設施」估計管理開支部分將被視為屬於「管理預算案」B部分。於「該土地」獲發「合格證明書」之前，C部分只須列出「第一期」內「停車場公用地方」及「停車場公用設施」的估計管理及維修開支。「該土地」獲發「合格證明書」後，C部分則列出整宗「發展項目」內「停車場公用地方」及「停車場公用設施」的估計管理及維修開支。

除非「管理人」另行決定，否則每名「業主」應在每個曆月首日向「管理人」支付（不論「管理人」有否發出付款通知）該年應分擔管理開支總額部分的十二分之一。

(E) 計算管理費按金的基準

管理費按金金額為一個月的首年預算管理開支之每月分攤，該按金不可退回，但可轉讓。

(F) 擁有人在「期數」中保留作自用的範圍（如有的話）

不適用。

附註：

1. 除非本售樓書另行說明，否則上述所有加上括號的詞語，一律採用「公契」最新版本訂明的定義。
2. 欲悉詳情請參考「公契」最新版本。「公契」最新版本全文已備存於售樓處，於開放時間免費供任何人士閱覽，並可支付必要影印費用索取副本。
3. 發展項目由/將由一份公契規管。發展項目之期數並無/將並無各自之分公契。

「座」	樓層	住宅	每個住宅之不分割份數數額
第1座	1樓	A單位	68
		B單位	68
		C單位	41
		D單位	43
		G單位	26
		H單位	27
		J單位	27
第1座	2樓	K單位	25
		A單位	68
		B單位	68
		C單位	41
		D單位	43
		E單位	67
		F單位	26
		G單位	25
		H單位	27
		J單位	27
K單位	25		
第1座	3樓至26樓* (20層)	A單位	68
		B單位	68
		C單位	41
		D單位	43
		E單位	66
		F單位	26
		G單位	25
		H單位	27
		J單位	27
		K單位	25

「座」	樓層	住宅	每個住宅之不分割份數數額
第1座	27樓	27樓A單位連其上的私人天台	69
		27樓B單位連其上的私人天台	69
		27樓C單位連其上的私人天台	42
		27樓D單位連其上的私人天台	44
		27樓E單位連其上的私人天台	67
		27樓F單位連其上的私人天台	27
		27樓G單位連其上的私人天台	26
		27樓H單位連其上的私人天台	28
		J單位	27
		27樓K單位連其上的私人天台	26

* 第1座並無4樓、13樓、14樓及24樓。
第1座1樓並無E、F及I單位及第1座2樓 - 27樓並無I單位。

(A) The common parts of the Phase

“Car Park Common Areas”

All those areas or parts in the Car Park except Car Parking Spaces, for the common use and benefit of the Owners and occupiers of the Car Parking Spaces and is not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Car Parking Space, and shall include but not limited to the drive ways, circulation areas, ramps, circulation passages, meter rooms for electric vehicle (EV) charger, sump pump pit, fan rooms, extra-low voltage (ELV) room, vent duct and/or other areas designated by the First Owner to be Car Park Common Areas in accordance with the provisions of the Deed of Mutual Covenant Incorporating Management Agreement of the Development (“DMC”), and such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance (other than those forming part of a Residential Unit, a Private Parking Space, the Development Common Areas or the Residential Common Areas), which for the purpose of identification are shown coloured Indigo on the DMC Plans.

“Car Park Common Facilities”

All those installations, equipment, apparatus and facilities in the Car Park Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Car Parking Spaces and not for the exclusive use or benefit of any individual Owner of the Car Parking Spaces.

“Common Areas”

All of the Development Common Areas, Residential Common Areas and Car Park Common Areas.

“Common Facilities”

All of the Development Common Facilities, Residential Common Facilities and Car Park Common Facilities.

“Development Common Areas”

All those areas or parts of the Land and the Development for the common use and benefit of the Owners and occupiers of the Units and is not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Unit, and shall include but not limited to the Public Pedestrian Access, Development Greenery Areas, Development Maintenance and Repair Access, Slopes and Retaining Walls, lawn, sprinkler water tanks, sprinkler pump room, check meter cabinets (CMC), fire service booster pump and fire service transfer pump room, fire service transfer water tank, lift lobbies, lift pits, staircases, telecommunications and broadcasting equipment (TBE) room, refuse storage and material recovery chambers (RSMRC), refuse collection vehicle space, Transformer Rooms, main switch rooms, switch room, caretaker offices, unisex lavatory, inaccessible flat roof, generator rooms, fire service pump rooms, fire service control room and sprinkler control valve room, fire service inlets, sprinkler inlets, sprinkler tank and pump room, master meter room, extra-low voltage (ELV) room, corridor, cable ducts, pipe ducts, openable vent and/or other areas designated by the First Owner to be Development Common Areas in accordance with the provisions of the DMC, and such areas within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance (Cap.344) (other than those forming part of a

Residential Unit, a Private Parking Space, the Residential Common Areas or the Car Park Common Areas), which are for the purpose of identification shown coloured Yellow, Yellow Hatched Black, Yellow Stippled Black, Yellow Hatched Stippled Black, Yellow Stippled Red and Brown on the DMC Plans.

“Development Common Facilities”

All those installations, equipment, apparatus and facilities in the Development Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Units and not for the exclusive use or benefit of any individual Owner of the Unit.

“Residential Common Areas”

All those areas or parts of the Land and the Development for the common use and benefit of the Owners and occupiers of the Residential Units and is not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Residential Unit, and shall include but not limited to Visitors’ Parking Spaces, Loading and Unloading Spaces, Recreational Facilities, Covered Landscape Area, Residential Greenery Areas, Residential Maintenance and Repair Access, Acoustic Fins, Non-Structural Prefabricated External Walls, potable water tanks, higher level of potable water tanks, transfer pump and tank room, potable and flushing water pump and tank rooms, sump pump pit, smoke vents, air-conditioning platforms (A.C.P.), air-conditioning (AC) plant room, air-conditioner (A.C.) plinth, gas meter cabinet, flat roofs, inaccessible flat roofs, inaccessible flat roofs (transfer plates), refuse storage and material recovery rooms (RSMRR), fan room for RSMRR, electrical meter rooms (EMR), electrical meter cabinets (EMC), electric room, electric duct, extra-low voltage (ELV) rooms, extra-low voltage (ELV) ducts, hose reels, pipe ducts, water meter cabinets (WMC), architectural fins (ARCHI. FIN), architectural features (A.F.), common corridors, fire service water tanks, fire service water tank rooms, lift machine rooms, higher level of lift machine room, lift platforms, lift pits, lift lobbies, lawn, planter areas (P.A.), check meter cabinets (CMC), water pump and tank rooms, flushing water tanks, surge tank, filtration plant room, telecommunications and broadcasting equipment (TBE) rooms, sprinkler inlet, fire service inlets, sprinkler water tanks, sprinkler tank, sprinkler transfer tank, potable tank and pump room, fan rooms, portable and flushing water pump and tank rooms, portable and flushing water pump rooms, portable and flushing water tank room, roofs (other than the private roofs forming part of the Residential Units), staircases, cable ducts, aluminium claddings, architecture protection with aluminium claddings, aluminium grille pipe screens, canopy, mailbox, maintenance access door, maintenance access gate and/or other areas designated by the First Owner to be Residential Common Areas in accordance with the provisions of the DMC, and such areas within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance (Cap.344) (other than those forming part of a Residential Unit, a Private Parking Space, the Development Common Areas or the Car Park Common Areas), which for the purpose of identification are shown coloured Green, Green Hatched Black, Green Stippled Black, Green Hatched Stippled Black and Green Stippled Red and demarcated by Red dashed lines and Orange dashed lines and Pink lines on the DMC Plans.

“Residential Common Facilities”

All those installations, equipment, apparatus and facilities in the Residential Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Residential Units and not for the exclusive use or benefit of any individual Owner of the Residential Unit.

No Owner shall have the right to convert the Common Areas and Common Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owner’s Committee.

No Owner shall obstruct or encumber any part of the Common Areas and shall not place or leave thereon any articles boxes material refuse or any other matter or things and shall not use any part of the Common Areas for any business or private purpose and no Owner shall do or suffer or permit to be done anything in the Common Areas as may be or become a nuisance or cause annoyance to any other Owners or occupiers of the Development.

The Common Areas and Common Facilities shall be managed by the Manager who is appointed to act as agent for and on behalf of all Owners duly authorized in accordance with the provisions of the DMC in respect of any matter concerning the Common Areas and Common Facilities.

(B) The number of undivided shares assigned to each residential property in the Phase

The number of undivided shares assigned to each residential property in the Phase are set out in the table annexed at the end of this section.

The number of undivided shares of a residential property is the same as the number of management shares allocated to that residential property. The total number of undivided shares in the Development is 35,858. The total number of Undivided Shares allocated to all Units in the Development is 35,558. The total number of Undivided Shares allocated to all Residential Units in the Development is 34,893, and the total number of Undivided Shares allocated to all Private Parking Spaces in the Development is 665.

(C) The term of years for which the manager of the Phase is appointed

Subject to the provisions of the Building Management Ordinance (Cap.344), the DMC Manager is appointed as the first manager to manage the Land and the Development for the initial term of two years from the date of appointment under the DMC and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of the DMC.

(D) The basis on which the management expenses are shared among the Owners of the residential properties in the Phase

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

公契的摘要 Summary of deed of mutual covenant

(a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development. Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the management and maintenance of the Development Common Areas and the Development Common Facilities or for the benefit of all the Owners (excluding those estimated management expenditure contained in Part B and Part C of the Management Budget). Before the issuance of the Certificate of Compliance for the Land, Part A shall only show the estimated expenditure of the management and maintenance of Phase 1 and in particular the Development Common Areas in Phase 1 and Development Common Facilities in Phase 1. Upon the issuance of the Certificate of Compliance for the Land, Part A shall show the estimated expenditure of the management and maintenance of the Development as a whole and in particular the Development Common Areas and Development Common Facilities.

(b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development. Part B shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Residential Common Areas and the Residential Common Facilities or solely for the benefit of all the Owners of the Residential Units, including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities. For the avoidance of doubt, Part B shall also contain such parts of the estimated management expenditure in respect of the Car Park Common Areas and the Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces and Loading and Unloading Spaces. Before the issuance of the Certificate of Compliance for the Land, Part B shall only show the estimated expenditure of the management and maintenance of the Residential Common Areas in Phase 1 and Residential Common Facilities in Phase 1. Upon the issuance of the Certificate of Compliance for the Land, Part B shall show the estimated expenditure of the management and maintenance of the Residential Common Areas and Residential Common Facilities in the whole Development.

(c) Each Owner in addition to the amount payable under (a) above shall in respect of each Private Parking Space of which he is the owner contribute to the amount assessed under Part C of the Management Budget in the proportion which the number of Management Shares allocated to his Private Parking Space bears to the total number of Management Shares allocated to all Private Parking Spaces of and in the Development. Part C

shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities or solely for the common use and benefit of all the Owners and occupiers of the Private Parking Spaces and their bona fide guests, visitors or invitees, excluding for the avoidance of doubt, parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of Visitors' Parking Spaces and Loading and Unloading Spaces which shall be treated as falling within Part B of the Management Budget. Before the issuance of the Certificate of Compliance for the Land, Part C shall only show the estimated expenditure of the management and maintenance of the Car Park Common Areas in Phase 1 and Car Park Common Facilities in Phase 1. Upon the issuance of the Certificate of Compliance for the Land, Part C shall show the estimated expenditure of the management and maintenance of the Car Park Common Areas and Car Park Common Facilities in the whole Development.

Unless otherwise determined by the Manager each Owner shall on the first day of each and every calendar month (whether demanded or not) pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenditure for that year.

(E) The basis on which the management fee deposit is fixed

The management fee deposit shall be a sum equivalent to one month's monthly contribution of the first year's budgeted management expenses and such sum is non-refundable but transferable.

(F) The area (if any) in the Phase retained by the owner for that owner's own use

Not applicable.

Notes:

1. Unless otherwise defined in this sales brochure, capitalized terms used in the above shall have the same meaning of such terms in the latest draft of the DMC.
2. For full details, please refer to latest draft of the DMC. Copies of the latest draft DMC is available for inspection free of charge during opening hours at the sales office and can be obtained upon payment of the necessary photocopying charges.
3. The Development is/will be governed under one deed of mutual covenant. There is/will be no separate sub-deed of mutual covenant for a phase in the Development.

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Undivided Shares allocated to each Flat</u>
Tower 1	1/F	Flat A	68
		Flat B	68
		Flat C	41
		Flat D	43
		Flat G	26
		Flat H	27
		Flat J	27
Tower 1	2/F	Flat K	25
		Flat A	68
		Flat B	68
		Flat C	41
		Flat D	43
		Flat E	67
		Flat F	26
		Flat G	25
		Flat H	27
		Flat J	27
Tower 1	3/F – 26/F * (20 storeys)	Flat K	25
		Flat A	68
		Flat B	68
		Flat C	41
		Flat D	43
		Flat E	66
		Flat F	26
		Flat G	25
		Flat H	27
		Flat J	27
		Flat K	25

公契的摘要 Summary of deed of mutual covenant

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>No. of Undivided Shares allocated to each Flat</u>
Tower 1	27/F	Flat A on 27/F with private roof immediately above	69
		Flat B on 27/F with private roof immediately above	69
		Flat C on 27/F with private roof immediately above	42
		Flat D on 27/F with private roof immediately above	44
		Flat E on 27/F with private roof immediately above	67
		Flat F on 27/F with private roof immediately above	27
		Flat G on 27/F with private roof immediately above	26
		Flat H on 27/F with private roof immediately above	28
		Flat J	27
		Flat K on 27/F with private roof immediately above	26

* There are no designation of 4/F, 13/F, 14/F and 24/F in Tower 1.
There are no designation of Flats E, F and I on 1/F of Tower 1 and there is no designation of Flat I on 2/F - 27/F of Tower 1.

批地文件的摘要 Summary of land grant

- (1) 「期數」位於油塘內地段第45號餘段。
- (2) 油塘內地段第45號(以下簡稱「該地段」)是根據2019年6月19日所訂的《換地條件》第20347號(以下簡稱「批地文件」)向「政府」承批，批租年期為50年，2019年6月19日開始生效。
- (3) 按照一份日期為2023年3月23日而土地註冊處註冊摘要編號為23032400620015的分割契據(以下簡稱「該分割契據」)，「該地段」已分割為三個部分，即「油塘內地段第45號A段」、「油塘內地段第45號B段」及「油塘內地段第45號餘段」。

(4) 用途

「批地文件」特別條款第(10)條

『「該地段」或其任何部分或該處任何已建或擬建建築物，除作私人住宅用途外，不可作任何其他用途。』

(5) 「承授人」作出彌償

「批地文件」一般條件第4條

『「承授人」特此彌償及須時刻彌償「政府」因「承授人」違反任何此等「批地條件」或對毗鄰或毗連土地或對「該地段」造成任何損害或泥土和地下水污染，而地政總署署長(以下簡稱「署長」)認為(「署長」之意見將作終論並對「承授人」具約束力)有關損害或泥土及地下水污染乃因為「承授人」使用「該地段」或該處之發展項目或重建項目或其任何部分，或因在「該地段」進行任何活動或在「該地段」進行任何其他工程所引起，以致招致任何訴訟、法律程序、責任、索求、費用、開支、損失(不論是經濟或其他性質)和索償，不論「承授人」如上所述使用、發展或重建、進行活動或工程乃遵從或違反「批地條件」。』

(6) 維持

「批地文件」一般條件第6條

『(a)「承授人」應在整個批租期內遵照此等「批地條件」進行建造或重建(本詞指下列(b)款所述的重建工程)：』

- (i) 按照核准的設計、布局或高度和任何核准建築圖則維持所有建築物，並且不作任何修改或改動；及
- (ii) 維持現已或於「批地文件」生效日後依照此等「批地條件」或此後對其的任何修改合約建造的所有建築物，以保持其維修妥當及狀況良好，並且在批租年期屆滿或提前終止時以維修及保養完好的狀況交回。

- (b) 如在批租期內拆卸「該地段」或其任何部分之現有任何建築

物，「承授人」必須另建良好穩固而總樓面面積最少相等的同類型及同價值的一座或多座建築物作替代，並須經「署長」批核。倘如上所述拆卸建築物，「承授人」應在拆卸後一個公曆月內向「署長」申請同意於「該地段」進行重建工程。「承授人」接獲同意書後，必須在三個公曆月內展開必要的重建工程，並於「署長」指定的期限內以「署長」滿意的方式完成重建。』

(7) 私家街、私家路及後巷

「批地文件」一般條件第8條

『此等「批地條件」訂明拓建的任何私家街、私家路及後巷，選址必須令「署長」滿意，並按照「署長」決定納入或不涵蓋於本文協定批授的「該地段」範圍。無論屬何情況，如有需要，此等私家街、私家路及後巷必須在「政府」規定時免費歸還「政府」。如向「政府」歸還上述私家街、私家路及後巷，「政府」將進行該處的路面、路緣石、排水渠(包括污水及雨水渠)、渠道和路燈建設工程，費用則由「承授人」支付，其後則以公帑維持。如上述私家街、私家路及後巷仍屬於本文協定批授的一部分，「承授人」應自費在該處提供照明、路面、路緣石、排水渠、渠道和進行維持工程，以全面令「署長」滿意。「署長」可基於公眾利益按需要在該處執行或達致執行路燈安裝及維持工程，「承授人」須承擔路燈安裝工程的資本開支，並且允許工人及汽車自由進出本文協定批授的一部分，以便安裝及維持路燈。』

(8) 「綠色範圍」

「批地文件」特別條款第(5)條

『(a)「承授人」須：』

- (i) 在2025年6月30日*(或「署長」批准的其他日期)或之前，自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、定線和設計進行下列工程，以全面令「署長」滿意：
 - (I) 在本文所夾附「圖則I」以綠色顯示的日後公共道路範圍(以下統稱「綠色範圍」)進行鋪設及平整工程；及
 - (II) 提供和建造「署長」全權酌情要求的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」)

以便在「綠色範圍」建造建築物和供車輛及行人往來；

* (註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。)

- (ii) 在2025年6月30日*(或「署長」批准的其他日期)或之前，自費以「署長」滿意的方式在「綠色範圍」鋪設路面、建造路緣和渠道，以及按照「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

* (註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。)

- (iii) 自費維持「綠色範圍」及「構築物」和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設備、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」的管有權按照本文特別條款第(6)條歸還「政府」為止。

- (b) 如「承授人」在本特別條款(a)款訂明的期限內沒有履行該款所訂的責任，「政府」可執行必要的工程，費用則由「承授人」承擔。「承授人」須在「政府」通知時支付相等有關費用的款項，金額由「署長」指定，其決定將作終論並對「承授人」約束。

- (c) 倘因「承授人」履行本特別條款(a)款所訂責任或因「政府」行使本特別條款(b)款所訂權利等而使「承授人」或任何人士招致或連帶蒙受任何損失、損害、滋擾或侵擾，「政府」概毋須就此承擔責任，「承授人」亦不可就任何此等損失、損害、滋擾或侵擾向「政府」提出索償。』

(9) 「綠色範圍」的管有

「批地文件」特別條款第(6)條

『為執行本文特別條款第(5)條所訂的必要工程，「承授人」將在「本協議」訂立日起獲授予「綠色範圍」的管有。「承授人」須在「署長」要求時將「綠色範圍」交還「政府」，而於任何情況下「綠色範圍」亦會被視為在「署長」發信說明「承授人」已以其滿意的方式全面履行此等「批地條件」當日交還「政府」。「承授人」管有「綠色範圍」期間，應允許所有「政府」及公共車輛和行人於所有合理時間進出及通行「綠色範圍」，並確保不會因為執行本文特別條款第(5)條或其他規定的工程等而干預或阻礙此等通行權。』

(10) 關於使用「綠色範圍」的限制規定

「批地文件」特別條款第(7)條

『如事前未獲「署長」書面同意，「承授人」不得在「綠色範圍」儲物或搭建任何臨時構築物，又或並非執行本文特別條款第(5)條所訂工程的任何其他用途。』

批地文件的摘要 Summary of land grant

(11) 進出「綠色範圍」進行檢查

「批地文件」特別條款第(8)條

『(a)「承授人」管有「綠色範圍」期間，必須在所有合理時間：

- (i) 允許「政府」、「署長」及其人員、承辦商、代理及「署長」授權的其他人等通行、進出、往返和行經「該地段」及「綠色範圍」，以檢驗、檢查和監督任何遵照本文特別條款第(5)(a)條規定執行的工程，以及進行、檢驗、檢查和監督本文特別條款第(5)(b)條規定進行的工程及「署長」視為必要在「綠色範圍」內實施的任何其他工程；
 - (ii) 允許「政府」及其授權的相關公用事業公司有權按需要通行、進出、往返和行經「該地段」及「綠色範圍」，以在「綠色範圍」或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於鋪設及其後維持所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供「該地段」或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有）及其他服務。「承授人」應與「政府」以及「政府」正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述「綠色範圍」工程的事項；及
 - (iii) 允許水務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返和行經「該地段」及「綠色範圍」，以執行任何關於運作、維持、維修、更換和更改「綠色範圍」內任何其他水務裝置的工程。
- (b) 倘因「政府」、「署長」及其人員、承辦商、代理和任何人等或根據本特別條款(a)款正式授權的公用事業公司行使權利導致「承授人」或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或侵擾，「政府」、「署長」及其人員、承辦商、代理和任何人等或根據本特別條款(a)款正式授權的公用事業公司概毋須承擔責任。』

(12) 建築契諾

「批地文件」特別條款第(9)條

『「承授人」應全面遵照此等「批地條件」和現時或於任何時間在香港生效的所有建築、衛生及規劃相關的所有條例、附例及規例發展「該地段」，在該處興建一座或多座建築物。上述建築物須於2025年6月30日*或之前建成並適宜佔用。』

*（註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。）

(13) 發展條件

「批地文件」特別條款第(11)條

『受限於此等「批地條件」之規定，「該地段」或其任何部分進行發展或重建時（本詞僅指本文一般條款第6條所述的重建）：

- (a) 現已或將會興建於「該地段」上的任何一幢或多幢建築物必須全面遵從《建築物條例》、其附屬法例，及其任何修訂法例的規定；
- (b) 在「該地段」上或其任何部分或此等條款所規定「該地段」外任何一個或多個範圍興建的任何一幢或多幢建築物，又或「該地段」或其任何部分或此等條款規定的「該地段」外任何一個或多個範圍的任何發展或使用，必須全面遵從《城市規劃條例》、其附屬法例，及其任何修訂法例的規定，否則不得進行；
- (c) (i) 「該地段」已建或擬建的任何一座或多座建築物的整體總樓面面積不得少於23,319平方米亦不得超過38,865平方米；
(ii) 本特別條款(c)(i)款所訂的整體總樓面面積中，本文所夾附「圖則I」網藍邊顯示的「該地段」部分（下稱「甲地盤」）的已建或擬建的任何一座或多座建築物之整體總樓面面積不可少於6,324平方米亦不可超過10,540平方米；及
(iii) 本特別條款(c)(i)款所訂的整體總樓面面積中，本文所夾附「圖則I」網紅邊顯示的「該地段」部分（下稱「乙地盤」）的已建或擬建的任何一座或多座建築物之整體總樓面面積不可少於16,995平方米亦不可超過28,325平方米。
- (d) 任何建築物或其他結構物的任何部分連同其任何加建物或裝置（如有）：
 - (i) 如在現已或將會興建於「甲地盤」總高度不得高於香港主水平基準80米；及
 - (ii) 如在現已或將會興建於「乙地盤」總高度不得高於香港主水平基準100米或由「署長」全權酌情批准的其他高度限制，而「承授人」須支付「署長」決定的任何地價和行政費用，但前提是：

- (I) 機房、空調、水箱、樓梯間和類似的屋頂結構可豎立或放置在建築物的屋頂上，以超過本特別條款(d)(i)款及(d)(ii)款所列的高度限制，條件是上述屋頂結

構的設計、大小和規劃須令「署長」滿意；及

- (II) 「署長」在決定建築物或構築物的高度時，可全權酌情決定排除本文特別條款第(47)(b)(i)(II)條所述的任何構築物或地面空間；
- (e) (i) 除非事前獲「署長」書面批准，否則現已或將會興建於「該地段」上任何建築物或建築物群的面牆伸展長度不可達到或超過60米；及
(ii) 就本特別條款(c)(i)款而言：
 - (I) 「署長」就何謂建築物的決定作最終論並對「承授人」具約束力；
 - (II) 如任何兩幢現已或將會興建於「該地段」上的建築物的最短水平距離不足15米，即被視作建築物群；
 - (III) 「署長」就何謂現已或將會興建於「該地段」上一幢建築物或建築物群的面牆伸展長度的決定作最終論並對「承授人」具約束力；
 - (IV) 在計算本特別條款(c)(i)款指的面牆伸展長度時，須計入兩幢建築物之間的空隙。「署長」就計算方法的決定作最終論並對「承授人」具約束力；及
- (f) 現已或將會興建於「該地段」上任何一幢或多幢建築物的設計和規劃必須受制於「署長」的書面批准。在取得此批准前，「該地段」上不可開展任何建築工程（拆除工程、地面勘測，及地盤平整工程除外）。就此等條款而言，「土地勘測」、「建築工程」及「地盤平整工程」的定義應符合《建築物條例》、其附屬法例，及其任何修訂法例的釋義。』

(14) 「粉紅色加藍斜線範圍」

（備註：「粉紅色加藍斜線範圍」已按照「該分割契據」從「該地段」分割出來，成為「油塘內地段第45號B段」。「粉紅色加藍斜線範圍」並不構成「發展項目」所位於的「油塘內地段第45號餘段」。）

「批地文件」特別條款第(13)條

『(a) (i) 「承授人」須在2025年6月30日*（或「署長」批准的其他日期）或之前，自費以「署長」全面滿意的方式，以良好工藝採用「署長」批准的物料、標準、樓層、定線和設計，以及依從已遵照本特別條款(c)款規定審批的圖則，在本文所夾附「圖則I」以粉紅色間藍斜線顯示的地方（下稱「粉紅色加藍斜線範圍」）鋪設、平整、興建、建造、提供及進行園境美化最少闊15米的海濱長廊，以

全面令「署長」滿意。

** (註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。)*

- (ii) 在此等特別條款，「署長」就本特別條款(a)(i)款所載的工程是否或何時依照本特別條款(a)(i)款規定完成所作的決定將作終論並對「承授人」約束。
- (b) 不得在「粉紅色加藍斜線範圍」之上、橫跨其上、之下或其下或在其範圍內搭建、建造或放置任何建築物、構築物或任何建築物或構築物的支承件，惟「署長」根據本特別條款(c)款指定及批准的小型構築物除外。
- (c) (i) 「承授人」須自費向「署長」提交或達致提交「粉紅色加藍斜線範圍」的圖則，以便「署長」書面審批。圖則的詳情及資料應涵蓋「粉紅色加藍斜線範圍」的樓層、位置及設計和「署長」要求的其他詳情及資料。
- (ii) 「粉紅色加藍斜線範圍」圖則獲批准後，「承授人」如事前未獲「署長」書面批准又或「署長」指定，不得修改、更改、修訂、改動或取代根據本特別條款(c)(i)款批核的「粉紅色加藍斜線範圍」圖則。
- (iii) 根據本特別條款(c)(i)款批核的「粉紅色加藍斜線範圍」圖則將視作已納入「署長」其後根據本特別條款(c)(ii)款批准或指定的任何修改、更改、修訂、改動或取代內容。
- (iv) 除非及直至本特別條款(c)(i)款所載的圖則獲得「署長」書面批准，否則不可在「粉紅色加藍斜線範圍」或其任何部分之上或其內展開任何建造工程(拆卸工程、土地勘測工程及地盤平整工程除外)。
- (d) (i) 「承授人」不可拆卸或損壞「粉紅色加藍斜線範圍」內現存的海堤，或進行任何會對海堤或其任何一個或多個部分構成不良影響的工程。「署長」就何等工程會對海堤構成不良影響所作的決定將作終論並對「承授人」約束。
- (ii) 海堤蓋頂線對開及後方10米範圍內的最大附加荷載不可超過每平方米10千牛頓。
- (iii) 海堤蓋頂線15米範圍內不得進行任何形式的撞擊式打樁工程。
- (e) 除遵照本特別條款(i)(i)款規定歸還「粉紅色加藍斜線範圍」外，「承授人」不可轉讓、按揭、押記、分租、出讓或以其他方式處置「粉紅色加藍斜線範圍」或其任何一個或多個部分或當中任何權益，或就此訂立任何協議，但前提是本(e)款並不適用於本文特別條款第(23)(d)條訂明的建築按揭。
- (f) 「承授人」須在本特別條款(a)(i)款所載的工程完竣後及其後所有時間自費以「署長」全面滿意的方式保養、管理、維修和維持「粉紅色加藍斜線範圍」、所有構成或從屬於「粉紅色加藍斜線範圍」的物件，包括但不限於海濱長廊及海堤，以保持其維修妥當及狀況良好，全面令「署長」滿意，直至「粉紅色加藍斜線範圍」已依照本特別條款(i)(i)款規定歸還「政府」為止。倘只歸還「粉紅色加藍斜線範圍」當中一個或若干部分，本特別條款項下「承授人」只須負責管理和維持「粉紅色加藍斜線範圍」其餘部分及所有構成或從屬於「粉紅色加藍斜線範圍」全部尚未歸還的部分，包括但不限於海濱長廊及海堤。
- (g) 倘「承授人」不履行本特別條款(a)款或(f)款訂明的責任，「政府」可執行必要的工程，費用由「承授人」支付。「承授人」須在「政府」通知時支付相等有關費用的款項，付款金額由「署長」釐定，其決定將作終論並對「承授人」約束。
- (h) 倘因為或鑒於「承授人」履行本特別條款(a)款及(f)款訂明的責任，或因「政府」、「署長」、其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等行使本特別條款(g)款所訂權利等，導致「承授人」或任何其他人士招致或蒙受任何損失、損害、滋擾或侵擾，「政府」、「署長」、其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等概毋須承擔任何責任。「承授人」無權就此等損失、損害、滋擾或侵擾對「政府」、「署長」或其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等提出索償等。
- (i) (i) 「承授人」須在「署長」隨時通知時，自費向「政府」歸還及交回「粉紅色加藍斜線範圍」或其任何一個或多個部分，連同「署長」全權酌情指定的所有在該處的構築物、設施、服務設備及裝置在空置情況下的管有，並不附帶任何產權負擔，「政府」亦毋須向「承授人」支付任何代價、款項或補償。但前提是「政府」無責任應「承授人」要求接納「承授人」歸還「粉紅色加藍斜線範圍」或其任何一個或多個部分，惟「政府」可在其認為適當的情況下如此辦。就本事項而言，「承授人」須自費訂立一份或多份土地歸還契約及任何其他必要文件，其格式和條文內容以「署長」批准或指定為準。
- (ii) 「承授人」不可轉讓、按揭、押記、讓予、分租、出讓或以其他方式處置「該地段」或其任何一個或多個部分或當中任何權益或該處的任何一座或多座建築物，又或在「粉紅色加藍斜線範圍」整體依照本特別條款(i)(i)款歸還「政府」之前就訂立任何協議，除非及直至「承授人」已自費以「署長」滿意的方式將「粉紅色加藍斜線範圍」從「該地段」分割。但前提是本(i)(ii)款的規定概不適用於遵照本文特別條款第(24)條規定轉讓整個「該地段」或遵照本文特別條款第(23)(d)條訂立建築按揭。
- 「承授人」如上所述分割「粉紅色加藍斜線範圍」之前，應自費向「署長」提交分割文件，以供書面批核。
- (j) 在毋損本特別條款(b)款之一般規定，「承授人」不得在事前未經「署長」書面同意使用「粉紅色加藍斜線範圍」或其任何部分儲物或泊車，又或在該處搭建任何臨時構築物，或作本特別條款(a)及(f)款指定工程或本特別條款(l)款所訂用途以外的其他用途。
- (k) 在「粉紅色加藍斜線範圍」整體根據本特別條款(i)(i)款歸還「政府」之前，「承授人」時刻必須允許「政府」、「署長」及其人員、承辦商、工人、代理及「署長」授權的任何其他人等行使權利，不論攜帶工具、設備、機械或駕車與否，可自由和不受限制地通行、進出、往返及行經「該地段」，包括「粉紅色加藍斜線範圍」，以便檢驗、檢查和監督任何遵照本特別條款(a)款及(f)款執行的任何工程，以及進行、檢驗、檢查和監督按照本特別條款(g)款規定執行的工程及「署長」認為有必要在「粉紅色加藍斜線範圍」實施的其他工程。
- (l) 「承授人」須在本特別條款(a)(i)款所載的工程完竣後及其後所有時間，直至「粉紅色加藍斜線範圍」整體根據本特別條款(i)(i)款由「承授人」歸還「政府」為止，自費以「署長」全面滿意的方式：
- (i) 在每日上午八時至下午六時，免收費用允許所有公眾人士自由及暢通無阻地步行或乘坐輪椅通行、經過和行經「粉紅色加藍斜線範圍」或其任何一個或多個部分；及
- (ii) 在顯眼位置張貼通告，通知公眾「粉紅色加藍斜線範圍」免費開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。
- (m) 倘因為或鑒於「政府」、「署長」及其人員、承辦商、工人、代理及經「署長」授權的任何其他人等行使本特別條款(k)款所訂權利，或因為或鑒於「承授人」履行本特別條款(l)款訂明的責任，導致「承授人」或任何人等招致或蒙受任何損失、損害、滋擾或侵擾，「政府」、「署長」及其人員、承辦商、工人、代理及經「署長」授權的任何其他人等概毋須承擔任何責任。「承授人」無權就此等損失、損害、滋擾或侵擾對「政府」、「署長」及其人員、承辦商、工人、代理及經「署長」授權的任何其他人等提出索償。
- (n) 現明確協議、聲明及規定，儘管本特別條款(l)款賦予「承授人」責任，惟「承授人」並無意向公眾撥出而「政府」亦無同意撥出「粉紅色加藍斜線範圍」或其任何一個或多個部分供公眾作通過權。
- (o) (i) 現明確協議及聲明，儘管本特別條款(l)款已訂明「承授人」的責任，亦不可預期根據《建築物(規劃)規例》第

22(1)條規例、其任何修訂本或取代本等獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免存疑，「承授人」現明確放棄根據《建築物（規劃）規例》第22(1)條規例、其任何修訂本或取代本申索任何及所有額外上蓋面積或地積比率的寬免或權利。

- (ii) 現進一步明確協議及聲明，儘管本特別條款(i)款已訂明「承授人」的責任，亦不可預期根據《建築物（規劃）規例》第22(2)條規例、其任何修訂本或取代本等獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免存疑，「承授人」現明確放棄根據《建築物（規劃）規例》第22(2)條規例、其任何修訂本或取代本申索任何及所有額外上蓋面積或地積比率的寬免或權利。
- (p) 「承授人」須自費在「署長」指定的日期或之前向「署長」提交由長江實業集團有限公司或「政府」絕對酌情指定的其他一間或若干有聯繫公司發出之保證書，以共同和各別（視情況而定）承諾無條件及不可撤回地：
 - (i) 保證「承授人」履行本特別條款訂明的責任；
 - (ii) 承諾倘若「承授人」不執行本特別條款所訂的任何責任時履行該等責任；及
 - (iii) 彌償「政府」因「承授人」違反、不履行或不執行本特別條款所訂任何責任而可能招致或引起的所有損失、損害、費用、收費、開支、責任、索償、索求、訴訟及法律程序。
- (q) 「承授人」根據本文特別條款第(24)條轉讓整個「該地段」之前，必須自費向「署長」提交根據本文特別條款第(24)條規定進行轉讓交易的受讓人（下稱「受讓人」）之母公司或「政府」絕對酌情指定的其他一間或若干公司發出之保證書，以共同和各別（視情況而定）承諾無條件及不可撤回地：
 - (i) 保證「受讓人」履行本特別條款訂明的責任；
 - (ii) 承諾倘若「受讓人」不執行本特別條款所訂的任何責任時履行該等責任；及
 - (iii) 彌償「政府」因「受讓人」違反、不履行或不執行本特別條款所訂任何責任而可能招致或引起的所有損失、損害、費用、收費、開支、責任、索償、索求、訴訟及法律程序。
- (r) 於本特別條款(a)、(b)、(c)、(e)、(f)、(g)、(i)、(j)、(k)、(l)、(n)、(o)及(p)款和僅於本文特別條款第(14)條，「承授人」一詞的定義並不涵蓋其受讓人但包括「受讓人」。

- (s) 本特別條款(p)及(q)款和本文特別條款第(14)(j)及(14)(k)條所載的保證書均受香港法律管轄，並須採用「署長」批准或指定的格式和訂有「署長」批准或指定的條文。
- (t) 「承授人」包括其受讓人同意及接納，「粉紅色加藍斜線範圍」或其任何一個或多個部分根據本特別條款(i)(i)款歸還「政府」後，「承授人」發展或重建「該地段」或其任何部分後，「該地段」面積縮減等可能令「承授人」無法取得本文特別條款第(11)(c)條允許的最大總樓面面積。倘若「承授人」無法取得本文特別條款第(11)(c)條允許的最大總樓面面積，「政府」概無責任而「承授人」包括其受讓人不得向「政府」申索賠償或退還地價等。』

(15) 「公共行人通道」

「批地文件」特別條款第(14)條

- 『(a) (i) 「承授人」須在2025年6月30日*（或「署長」批准的其他日期）或之前以「署長」批准或指定的方式、物料、標準、樓層、定線和設計，自費鋪設、平整、建造、提供一條公共行人通道並鋪築表面，闊度不少於1.5米，沿本文所夾附的「圖則I」以粉色間紅斜線顯示的「該地段」部分地面水平向上伸展至不少於3.5米高（下稱「公共行人通道」），全面令「署長」滿意，以便連接本文特別條款第(13)(a)條所載的海濱長廊及東源街。
 - *（註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。）
- (ii) 於此等特別條款，「署長」就本特別條款(a)(i)款所載的工程是否及何時依照本特別條款(a)(i)款規定完成所作的決定將作終論並對「承授人」約束。
- (b) 「承授人」須在本文協定批授的年期內，自費以「署長」全面滿意的方式：
 - (i) 在每日上午八時至下午六時，免收費用允許所有公眾人士自由及暢通無阻地步行或乘坐輪椅通行、經過和行經「公共行人通道」或其任何一個或多個部分；
 - (ii) 在「粉紅色加藍斜線範圍」根據本文特別條款第(13)條(i)款歸還「政府」後，「公共行人通道」應開放讓所有公眾人士於本文特別條款第(13)(l)(i)條訂明的海濱長廊開放時間或「署長」不時指定的其他開放時間，免收費用而自由及暢通無阻地步行或乘坐輪椅通行、經過和行經「公共行人通道」或其任何一個或多個部分；及
 - (iii) 在顯眼位置張貼通告，通知公眾「公共行人通道」於「署長」根據本特別條款(b)(i)款及(b)(ii)款指定的時間免收費

用開放供公眾使用，並列明開放時間和「署長」不時指定的其他相關資料。

- (c) 「署長」將全權酌情決定「公共行人通道」所有範圍或僅本特別條款(a)款所載的當中一個或多個部分可豁免計入本文特別條款第(11)(c)條所訂的總樓面面積。
- (d) 「承授人」須在本文協定批授的年期內自費保養、管理、維持和維修「公共行人通道」連同所有構成或從屬於該處的物件，以保持其維修妥當及狀況良好，全面令「署長」滿意。
- (e) 如「承授人」不履行本特別條款(a)或(d)款訂明的責任，「政府」可執行必要的工程，費用由「承授人」承擔。「承授人」須在「政府」通知時支付相等有關費用的款項，金額由「署長」指定，其決定將作終論並對「承授人」約束。
- (f) 倘因「承授人」履行本特別條款(a)及(d)款所訂責任或因「政府」、「署長」、其人員、承辦商、工人、代理及經「署長」授權的任何其他人等行使本特別條款(e)款所訂權利等，而使「承授人」或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或侵擾，「政府」、「署長」、其人員、承辦商、工人、代理及經「署長」授權的任何其他人等概毋須就此承擔責任。「承授人」不可就任何此等損失、損害、滋擾或侵擾向「政府」、「署長」或其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等提出索償等。
- (g) 現明確協議、聲明及規定，儘管本特別條款(b)款賦予「承授人」責任，惟「承授人」並無意向公眾撥出而「政府」亦無同意撥出「公共行人通道」或其任何一個或多個部分供公眾作通過權。
- (h) 現明確協議、聲明及規定，儘管本特別條款(b)款已訂明「承授人」的責任，亦不可預期根據《建築物（規劃）規例》第22(1)條規例、其任何修訂本或取代本等獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免存疑，「承授人」現明確放棄根據《建築物（規劃）規例》第22(1)條規例、其任何修訂本或取代本申索任何及所有額外上蓋面積或地積比率的寬免或權利。
- (i) 在此等特別條款，「署長」就何謂本特別條款(a)款所載的地面水平所作的決定將作終論並對「承授人」約束。
- (j) 「承授人」須自費在「署長」指定的日期或之前向「署長」提交由長江實業集團有限公司或「政府」絕對酌情指定的其他一間或若干有聯繫公司發出之保證書，以共同和各別（視情況而定）承諾無條件及不可撤回地：
 - (i) 保證「承授人」履行本特別條款訂明的責任；

- (ii) 承諾倘若「承授人」不執行本特別條款所訂的任何責任時履行該等責任；及
 - (iii) 彌償「政府」因「承授人」違反、不履行或不執行本特別條款所訂任何責任而可能招致或引起的所有損失、損害、費用、收費、開支、責任、索償、索求、訴訟及法律程序。
- (k) 「承授人」根據本文特別條款第(24)條轉讓「該地段」所有範圍之前，必須自費向「署長」提交「受讓人」之母公司或「政府」絕對酌情指定的其他一間或若干有聯繫公司發出之保證書，以共同和各別（視情況而定）承諾無條件及不可撤回地：
- (i) 保證「受讓人」履行本特別條款訂明的責任；
 - (ii) 承諾倘若「受讓人」不執行本特別條款所訂的任何責任時履行該等責任；及
 - (iii) 彌償「政府」因「受讓人」違反、不履行或不執行本特別條款所訂任何責任而可能招致或引起的所有損失、損害、費用、收費、開支、責任、索償、索求、訴訟及法律程序。』

(16) 「粉紅色加藍交叉線範圍」

(備註：「粉紅色加藍交叉線範圍」已按照「該分割契據」從「該地段」分割出來，成為「油塘內地段第45號A段」。「粉紅色加藍交叉線範圍」並不構成「發展項目」所位於的「油塘內地段第45號餘段」。)

「批地文件」特別條款第(15)條

- 『(a) 除非事前獲得「署長」書面同意（「署長」有絕對酌情以其認為恰當的條款與條件給予同意或拒絕），否則不可在本文所夾附「圖則I」以粉紅色加藍交叉線顯示的「該地段」各範圍（以下統稱「粉紅色加藍交叉線範圍」）之上、橫跨其上、其下、上方、下方或在其內興建、建造或架設任何建築物、構築物或建築物或構築物的支承件（依照本特別條款(b)款規定提供或建造的一個或多個構築物除外）。
- (b) 「承授人」須自費：
- (i) 在2025年6月30日*（或「署長」批准的其他日期）或之前，以「署長」批准的方式、物料、標準、樓層、定線和設計，全面令「署長」滿意：
 - (I) 鋪設及平整「粉紅色加藍交叉線範圍」；及
 - (II) 在「粉紅色加藍交叉線範圍」提供和建造「署長」全

權酌情指定的下水道、行人路或其他構築物（以下統稱「粉紅色加藍交叉線範圍構築物」）

以便在「粉紅色加藍交叉線範圍」建造建築物和供車輛及行人往來；

*（註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。）

- (ii) 在2025年6月30日*（或「署長」批准的其他日期）或之前，以「署長」滿意的方式在「粉紅色加藍交叉線範圍」鋪設路面、建造路緣及渠道，並且為此等提供「署長」指定的溝渠、污水管、排水渠、消防栓連接駁總喉的水管、服務設備、街燈、交通標誌、街道傢俬、道路標記及植物；及

*（註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。）

- (iii) 維持「粉紅色加藍交叉線範圍」連同「粉紅色加藍交叉線範圍構築物」以及在該處建造、安裝和提供之所有在該處的構築物、路面、溝渠、污水管、排水渠、消防栓、服務設備、街燈、交通標誌、街道傢俬、道路標記及植物，以令「署長」滿意，直至「粉紅色加藍交叉線範圍」整體按照本特別條款(f)(i)款歸還「政府」為止。

- (c) 如「承授人」沒有本特別條款(b)款分別訂明的限期前履行其責任，「政府」可執行必要的工程，費用由「承授人」承擔。「承授人」須在「政府」通知時支付相等有關費用的款項，金額由「署長」指定，其決定將作終論並對「承授人」約束。

- (d) 倘因「承授人」履行本特別條款(b)款所訂責任或因「政府」、「署長」、其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等行使本特別條款(c)款所訂權利等，而使「承授人」或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或侵擾，「政府」、「署長」、其人員、承辦商、工人、代理及「署長」正式授權的其他人等概毋須就此承擔責任。「承授人」不可就此等損失、損害、滋擾或侵擾向「政府」、「署長」或其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等提出索償等。

- (e) 於「粉紅色加藍交叉線範圍」整體根據本特別條款(f)(i)款歸還「政府」之前，「承授人」須在所有合理時間允許「政府」、「署長」、其人員、承辦商、工人、代理及「署長」授權的任何其他人等行使權利，不論攜帶工具、設備、機械或駕車與否，可自由及不受限制地通行、進出、往返及行經「該地段」，包括「粉紅色加藍交叉線範圍」，以便檢驗、檢查和監督任何遵照本特別條款(b)款規定執行的工程，以及進行、檢驗、檢查和監督按照本特別條款(c)款規定執行的工

程及「署長」認為有必要在「粉紅色加藍交叉線範圍」實施的任何其他工程。

- (f) (i) 「粉紅色加藍交叉線範圍」依照本特別條款(b)款規定建成後，「承授人」須在「署長」隨時通知時，自費向「政府」歸還及交回「粉紅色加藍交叉線範圍」，連同「粉紅色加藍交叉線範圍構築物」及本特別條款(b)(ii)款所載「署長」全權酌情指定的所有構築物、設施、服務設備及裝置（事前已獲「署長」根據本特別條款(a)款發出書面同意興建或建造的一個或多個構築物除外）在空置情況下的管有，並不附帶任何產權負擔，「政府」亦毋須向「承授人」支付任何代價、款項或補償。但前提是「政府」並無責任應「承授人」要求接納「承授人」歸還「粉紅色加藍交叉線範圍」或其任何一個或多個部分，惟「政府」可在其認為適當的情況下如此辦。就本事項而言，「承授人」須自費訂立一份或多份土地歸還契約及任何其他必要文件，其格式及條文內容以「署長」批准或指定為準。

- (ii) 「承授人」不可轉讓、按揭、押記、讓予、分租、出讓或以其他方式處置「該地段」或其任何一個或多個部分或當中任何權益或該處任何一座或多座建築物又或任何建築物的一個或多個部分或設置相關的產權負擔，或在「粉紅色加藍交叉線範圍」整體依照本特別條款(f)(i)款歸還「政府」之前就訂立任何協議，除非及直至「承授人」已自費以「署長」滿意的方式將「粉紅色加藍交叉線範圍」從「該地段」分割。但前提是本(f)(ii)款的規定概不適用於遵照本文特別條款第(24)條規定轉讓整個「該地段」或遵照本文特別條款第(23)(d)條訂立建築按揭。「承授人」如上所述分割「粉紅色加藍交叉線範圍」之前，須自費向「署長」提交分割文件，以供書面批核。

- (g) 「承授人」不可在「粉紅色加藍交叉線範圍」或其任何一個或多個部分用作除供車輛行駛和行人步行或乘坐輪椅通行或「署長」全權酌情批准的其他用途以外的用途。「粉紅色加藍交叉線範圍」或其任何一個或多個部分均不得存放或停泊任何貨物或車輛。

- (h) 「承授人」須在本特別條款(b)(i)款及(b)(ii)款所載的工程以「署長」滿意的方式完竣之後及「粉紅色加藍交叉線範圍」整體根據本特別條款(f)(i)款歸還「政府」之前，免收費用允許所有公眾人士日夜隨時自由步行或乘坐輪椅通行進出、往返、行經和跨越「粉紅色加藍交叉線範圍」，以作任何合法用途。

- (i) 倘因「承授人」履行本特別條款(h)款所訂責任而使「承授人」或任何人士招致或連帶蒙受任何損失、損害、滋擾或侵擾，「政府」毋須就此承擔責任。「承授人」不可就任何此等損失、損害、滋擾或侵擾向「政府」、「署長」或其授權的人員提出索償等。

- (j) 現明確協議、聲明及規定，儘管本特別條款(h)款賦予「承授人」責任，惟「承授人」並無意向公眾撥出而「政府」亦無同意撥出「粉紅色加藍交叉線範圍」或其任何一個或多個部分供公眾作通過權。
- (k) (i) 現明確協議及聲明，儘管本特別條款(h)款已訂明「承授人」的責任，亦不可預期根據《建築物(規劃)規例》第22(1)條規例、其任何修訂本或取代本等獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免存疑，「承授人」現明確放棄根據《建築物(規劃)規例》第22(1)條規例、其任何修訂本或取代本申索任何及所有額外上蓋面積或地積比率的寬免或權利。
- (ii) 現進一步明確協議及聲明，儘管本特別條款(f)(i)款已訂明「承授人」的責任，亦不可預期根據《建築物(規劃)規例》第22(2)條規例、其任何修訂本或取代本等獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免存疑，「承授人」現明確放棄根據《建築物(規劃)規例》第22(2)條規例、其任何修訂本或取代本申索任何及所有額外上蓋面積或地積比率的寬免或權利。
- (l) 「承授人」同意及接納，「粉紅色加藍交叉線範圍」或其任何一個或多個部分根據本特別條款(f)(i)款歸還「政府」後，「承授人」發展或重建「該地段」或其任何部分後，「該地段」面積縮減等可能令「承授人」無法取得本文特別條款第(11)(c)條允許的最大總樓面面積。倘若「承授人」無法取得本文特別條款第(11)(c)條允許的最大總樓面面積，「政府」概無責任而「承授人」不得向「政府」申索賠償或退還地價等。』
- (m) 如已獲「署長」遵照本特別條款(a)款給予事前書面同意興建或建造任何一個或多個構築物(下稱「核准構築物」)，「承授人」同意：
- (i) 如事前未獲「署長」書面批准，不會以任何方式更改、修改或加建(不論是否經建築事務監督根據《建築物條例》、其任何附屬規例及修訂法例批准)「核准構築物」或其任何一個或多個部分；
- (ii) 「政府」概不就「承授人」或任何其他人士在「粉紅色加藍交叉線範圍」或其任何一個或多個部分按照本特別條款(f)(i)款歸還「政府」之前或之後因「核准構築物」招致或蒙受的任何損失、損害、滋擾或侵擾承擔任何責任或義務；
- (iii) 在毋損「政府」任何其他權利的情況下，「署長」隨時均可行使絕對酌情權向「承授人」發出不少於三個曆月期限的書面通知，要求「承授人」按「署長」指定拆卸和清拆「核准構築物」或其任何一個或多個部分，而毋須給予任何理由。「政府」毋須就「承授人」因拆卸或清拆「核准構

築物」或其任何一個或多個部分所招致或蒙受的任何損失或損害承擔責任，「承授人」無權向「政府」提出任何申索或要求任何賠償；

- (iv) 「承授人」須自費維持「核准構築物」(包括所有必要的維修、清潔工程和「署長」指定的其他工程)，以時刻保持其維修妥當及狀況良好，全面令「署長」滿意，直至「核准構築物」拆卸或清拆為止；及
- (v) 「承授人」須就「核准構築物」的搭建、存在、拆卸、清拆或其現狀、狀況、失修或其他相關情況直接或間接引起或招致的所有責任、索償、索求、訴訟或其他法律程序向「政府」彌償，並保持令其獲得彌償及免責。』

(17) 康樂設施

「批地文件」特別條款第(17)條

- 『(a) 「承授人」可在「該地段」內興建、建造和提供經「署長」書面批准的康樂設施及該處的附屬設施(以下簡稱「設施」)。「設施」的類型、大小、設計、高度和布局亦須事前提交「署長」書面批核。
- (b) 為計算本文特別條款第(11)(c)條所載的全部總樓面面積，受限於本文特別條款第(47)(d)條的規定，依照本特別條款(a)款於「該地段」提供的「設施」中的任何部分，如供「該地段」一座或多座已建或擬建住宅大廈住戶和彼等的真實訪客公用與共享，一律不計算在內。至於其餘部分的「設施」，倘「署長」認為並非作上述公共用途，則會計入總樓面面積。
- (c) 如「設施」任何部分豁免依照本特別條款(b)款規定計入總樓面面積(以下簡稱「豁免設施」)：
- (i) 「豁免設施」應劃為並構成本文特別條款第(25)(a)(v)條所載的「公用地方」；
- (ii) 「承授人」應自費維持「豁免設施」以保持其維修妥當及狀況良好，並負責運作「豁免設施」以令「署長」滿意；及
- (iii) 「豁免設施」只可供「該地段」一座或多座已建或擬建住宅大廈的住戶和彼等的真實訪客使用，任何其他人士或人等一概不可使用。』

(18) 樹木保育

「批地文件」特別條款第(18)條

『如事前未獲「署長」書面同意，而「署長」給予同意時可附加其

視為恰當的移植、補償園境或再植條件，概不可移除或干預任何現於「該地段」或毗連土地生長的樹木。』

(19) 園境工程

「批地文件」特別條款第(19)條

- 『(a) 「承授人」須自費向「署長」提交園境設計總圖，述明遵照本特別條款(b)款在「該地段」進行園境工程的位置、規劃及布局，以供「署長」審批。「署長」以書面批核園境設計總圖並且同意(如需要)本文特別條款第(18)條保育樹木的建議之前，不可在「該地段」或其任何部分展開任何地盤平整工程。
- (b) (i) 園境設計總圖比例應為1:500或更大，並須載明園境資料，包括現有樹木普查及處理方案、地盤布局圖及平整面標高、房屋發展概念模式、園景建築及種植花木區布局圖，以及「署長」指定的其他資料。
- (ii) 「該地段」範圍須有不少於20%面積種植樹木、灌叢或其他植物。
- (iii) 本特別條款(b)(ii)款所載的20%面積中須有不少於50%(以下簡稱「綠化區」)應在「署長」全權酌情指定的位置或樓層提供，以確保路過行人可觀賞「綠化區」或進入「該地段」的人士或人等可通行該處。
- (iv) 「署長」就那些「承授人」建議的園境工程構成上述本特別條款(b)(ii)款所載的20%面積所作出的決定將作終論，並對「承授人」具約束力。
- (v) 「署長」可全權酌情接納「承授人」建議以其他非花草樹木類取代種植樹木、灌叢或其他植物。
- (c) 「承授人」應自費按照經批核的園境總綱圖則在「該地段」進行園景美化，以全面令「署長」滿意。如事前未獲「署長」書面同意，不得修改、更改、改動、改變或取代經批核的園境總綱圖則。
- (d) 其後，「承授人」應自費保養和維持園境工程，以維持其安全、清潔、井然、整齊及健康，全面令「署長」滿意。
- (e) 遵照本特別條款進行園境美化的一個或多個地方將劃為並且構成本文特別條款第(25)(a)(v)條訂明的「公用地方」。』

(20) 「甲地盤」停車位

「批地文件」特別條款第(28)條

『(a) (i) 「甲地盤」內應按以下比例設立「署長」滿意的車位(以

下簡稱「甲地盤住宅停車位」)，以供停泊「該地段」已建或擬建的一座或多座建築物各住戶和彼等各真實賓客、訪客或獲邀人士擁有而根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌的車輛：

- (I) 如屬「甲地盤」已建或擬建的一座或多座住宅單位大廈（任何擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋除外），設置比例將按照下表所列「甲地盤」已建或擬建住宅單位（以下簡稱「甲地盤住宅單位」）各自的面積計算，除非「署長」同意採取與下表所列數額不同的比例則屬例外：

每個「甲地盤住宅單位」的面積	擬提供「甲地盤住宅停車位」數額
少於40平方米	每15個「甲地盤住宅單位」或不足此數一個車位
不少於40平方米但少於70平方米	每9.07個「甲地盤住宅單位」或不足此數一個車位
不少於70平方米但少於100平方米	每3.02個「甲地盤住宅單位」或不足此數一個車位
不少於100平方米	每1.09個「甲地盤住宅單位」或不足此數一個車位

- (II) 如屬「甲地盤」內已建或擬建用作單一家庭住宅的獨立屋、半獨立屋或排屋，則按下列比例設置：

- (A) 每間總樓面面積少於160平方米的屋提供1個車位；
- (B) 每間總樓面面積不少於160平方米但少於220平方米的屋提供1.5個車位。但前提是倘若應依照本(a)(i)(II)(B)款設置的車位數目為小數位數，則上調至最接近的整數；及
- (C) 每間總樓面面積不少於220平方米的屋提供2個車位。

於本(a)(i)款，「署長」就何謂獨立屋、半獨立屋或排屋或該屋是否構成或擬作單一家庭住宅所作的決定將作終論，並對「承授人」具約束力。

- (ii) 就本特別條款(a)(i)(I)款而言，應根據本特別條款(a)(i)(I)款設置的「甲地盤住宅停車位」總數為根據本特別條款(a)(i)(I)款列表中每個「甲地盤住宅單位」的面積計算之「甲地盤住宅停車位」總數。在此等「批地條件」，關於總樓面面積的「每個甲地盤住宅單位的面積」指以下(I)及(II)的總和：

- (I) 由其住戶專用及專享的個別「甲地盤住宅單位」之總樓面面積，即由該單位的圍牆或矮牆外部開始量度，但如屬於以圍牆相隔的兩個毗連單位，則由圍牆中央開始量度，並要量度單位內的內部間隔牆和柱。但為免生疑問，不包括單位內部所有樓面面積，此等面積在計算本文特別條款第(11)(c)(ii)條指定的總樓面面積時不會連計在內；及
- (II) 個別「甲地盤住宅單位」的「甲地盤住宅公用地方」（釋義以下文所訂為準）按比例攤分總樓面面積，即只計算住宅單位圍牆外擬供現已或將會建於「該地段」的一座或多座建築物的住戶公用與共享的位於「甲地盤」的「住宅公用地方」全部總樓面面積。但為免生疑問，不包括計算本文特別條款第(11)(c)(ii)條時不連計在內的總樓面面積（上述位於「甲地盤」的「住宅公用地方」以下簡稱「甲地盤住宅公用地方」。「甲地盤住宅公用地方」建築面積將按以下程式攤分子每個「甲地盤住宅單位」：

$$\frac{\text{個別「甲地盤住宅單位」按照本特別條款(a)(ii)(I)款規定計算的總樓面面積}}{\text{「甲地盤住宅公用地方」全部總樓面面積}} \times \text{所有「甲地盤住宅單位」按照本特別條款(a)(ii)(I)款規定計算的全部總樓面面積}$$

- (iii) 「甲地盤」內應按以下比例額外提供「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於「該地段」任何已建或擬建的一座或多座建築物內各住戶的真實賓客、訪客或獲邀人士的車輛，惟「甲地盤」內應設置最少2個上述車位：

- (I) 如任何「甲地盤」住宅單位大廈設有超過75個住宅單位，比例為每座上述的「甲地盤」住宅單位大廈5個車位，或

- (II) 採用「署長」批准的其他配置比例。

於本(a)(iii)款，任何擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋均不可視為「甲地盤」住宅單位大廈。「署長」就何謂獨立屋、半獨立屋或排屋及該屋是否構成或擬作單一家庭住宅所作的決定將作終論，並對「承授人」具約束力。

- (iv) 遵照本特別條款(a)(i)款（可根據本文特別條款第(32)條修改）及本特別條款(a)(iii)款設置的車位除作該款分別訂明的用途外，不可作任何其他用途，其中特別禁止用作存放、陳列或展示車輛作招售等或經營洗車及汽車美容

服務。

- (b) (i) 從遵照本特別條款(a)(i)(I)款（可根據本文特別條款第(32)條修改）及本特別條款(a)(iii)設置的車位中，「承授人」應按建築事務監督指定及批准，預留和撥出多個車位，以供符合《道路交通條例》、其任何附屬規例及相關修訂法例定義的傷殘人士停泊車輛（此等預留及劃定的車位以下簡稱「甲地盤傷殘人士停車位」），前題是遵照本特別條款(a)(iii)款設置的車位中，最少應預留及撥出1個車位，惟「承授人」不可將遵照本特別條款(a)(iii)款設置的所有車位預留或劃作「甲地盤傷殘人士停車位」。
- (ii) 「甲地盤傷殘人士停車位」除供符合《道路交通條例》、其任何附屬規例及相關修訂法例定義的傷殘人士停泊屬於現已或將會建於「該地段」的一座或多座建築物的住戶和彼等各真實賓客、訪客或獲邀人士的車輛外，不可作任何其他用途，其中特別禁止在車位存放、陳列或展示車輛作招售等或經營洗車及汽車美容服務。
- (c) (i) 「甲地盤」內應提供「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於「該地段」各已建或擬建的一座或多座建築物的各住戶及彼等各真實賓客、訪客或獲邀人士的電單車，比率為以每100個「甲地盤住宅單位」或其中部分一個電單車停車位，或按「署長」可能批准的其他比率（以下簡稱「甲地盤電單車停車位」），分配比例如應根據本(c)(i)款提供的車位數目為小數位數，則上調至最接近的整數。於本(c)(i)款，任何擬作單一家庭住宅用途的獨立屋、半獨立屋及排屋均不可視為一個「甲地盤住宅單位」。「署長」就何謂獨立屋、半獨立屋或排屋及該屋是否構成或擬作單一家庭住宅所作的決定將作終論，並對「承授人」具約束力。
- (ii) 「甲地盤電單車停車位」（可根據本文特別條款第(32)條修改）除作本特別條款(c)(i)款訂明的用途外，不可作任何其他用途，其中特別禁止用作存放、陳列或展示車輛作招售等或經營洗車及汽車美容服務。
- (d) (i) 除「甲地盤傷殘人士停車位」外，每個遵照本特別條款(a)(i)款（可根據本文特別條款第(32)條修改）和本特別條款(a)(iii)款設置的車位應闊2.5米及長5.0米，最低淨空高度為2.4米。
- (ii) 每個「甲地盤傷殘人士停車位」的尺寸應以建築事務監督指定和批准為準。
- (iii) 每個「甲地盤電單車停車位」（可根據本文特別條款第(32)條修改）應闊1.0米及長2.4米，最低淨空高度為2.4米或「署長」批准的其他最低淨空高度。』

批地文件的摘要 Summary of land grant

(21) 「甲地盤」上落貨規定

「批地文件」特別條款第(29)條

- 『(a) 「甲地盤」內應設置「署長」滿意的車位供貨車上落客貨，比例為每800個「甲地盤住宅單位」或不足此數1個車位，或採用「署長」批准的其他比例，惟每座「甲地盤」住宅單位大廈最少應設有1個上落貨車位，有關的車位應位於毗連「甲地盤」住宅單位大廈範圍或設於「甲地盤」住宅單位大廈內。於本(a)款，任何擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋均不可視為一座「甲地盤」住宅單位大廈。「署長」就何謂獨立屋、半獨立屋或排屋及該屋是否構成或擬作單一家庭住宅所作的決定將作終論，並對「承授人」具約束力。
- (b) 每個遵照本特別條款(a)款(可根據本文特別條款第(32)條修改)設置的車位應闊3.5米及長11.0米，最低淨空高度為4.7米。此等車位除供與「該地段」已建或擬建的一座或多座建築物相關的貨車上落客貨外，不得作任何其他用途。』

(22) 「乙地盤」停車位

「批地文件」特別條款第(30)條

- 『(a) (i) 「乙地盤」內應按以下比例設立「署長」滿意的車位(以下簡稱「乙地盤住宅停車位」)，以供停泊「該地段」已建或擬建的一座或多座建築物各住戶和彼等各真實賓客、訪客或獲邀人士擁有而根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌的車輛：
- (I) 如屬「乙地盤」已建或擬建的一座或多座住宅單位大廈(任何擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋除外)，設置比例將按照下表所列「乙地盤」已建或擬建住宅單位(以下簡稱「乙地盤住宅單位」)各自的面積計算，除非「署長」同意採取與下表所列數額不同的比例則屬例外：

每個「乙地盤住宅單位」的面積	擬提供「乙地盤住宅停車位」數額
少於40平方米	每15個「乙地盤住宅單位」或不足此數一個車位
不少於40平方米但少於70平方米	每9.47個「乙地盤住宅單位」或不足此數一個車位
不少於70平方米但少於100平方米	每3.16個「乙地盤住宅單位」或不足此數一個車位
不少於100平方米	每1.09個「乙地盤住宅單位」或不足此數一個車位

- (II) 如屬「乙地盤」內已建或擬建用作單一家庭住宅的獨立屋、半獨立屋或排屋，則按下列比例設置：

- (A) 每間總樓面面積少於160平方米的屋提供1個車位；
- (B) 每間總樓面面積不少於160平方米但少於220平方米的屋提供1.5個車位。但前提是倘若應依照本(a)(i)(II)(B)款設置的車位數目為小數位數，則上調至最接近的整數；及
- (C) 每間總樓面面積不少於220平方米的屋提供2個車位。

於本(a)(i)款，「署長」就何謂獨立屋、半獨立屋或排屋或該屋是否構成或擬作單一家庭住宅所作的決定將作終論，並對「承授人」具約束力。

- (ii) 就本特別條款(a)(i)(I)款而言，應根據本特別條款(a)(i)(I)款設置的「乙地盤住宅停車位」總數為根據本特別條款(a)(i)(I)款列表中每個「乙地盤住宅單位」的面積計算之「乙地盤住宅停車位」總數。在此等「批地條件」，關於總樓面面積的「每個乙地盤住宅單位的面積」指以下(I)及(II)的總和：

- (I) 由其住戶專用及專享的個別「乙地盤住宅單位」之總樓面面積，即由該單位的圍牆或矮牆外部開始量度，但如屬於以圍牆相隔的兩個毗連單位，則由圍牆中央開始量度，並要量度單位內的內部間隔牆和柱。但為免生疑問，不包括單位內部所有樓面面積，此等面積在計算本文特別條款第(11)(c)(iii)條指定的總樓面面積時不會連計在內；及
- (II) 個別「乙地盤住宅單位」的「乙地盤住宅公用地方」(釋義以下文所訂為準)按比例攤分總樓面面積，即只計算住宅單位圍牆外擬供現已或將會建於「該地段」的一座或多座建築物的住戶公用與共享的位於「乙地盤」的「住宅公用地方」全部總樓面面積。但為免生疑問，不包括計算本文特別條款第(11)(c)(iii)條時不連計在內的總樓面面積(上述位於「乙地盤」的「住宅公用地方」以下簡稱「乙地盤住宅公用地方」)。「乙地盤住宅公用地方」建築面積將按以下程式攤分予每個「乙地盤住宅單位」：

「乙地盤住宅公用地方」全部總樓面面積

X

個別「乙地盤住宅單位」按照本特別條款(a)(ii)(I)款規定計算的總樓面面積

所有「乙地盤住宅單位」按照本特別條款(a)(ii)(I)款規定計算的全部總樓面面積

- (iii) 「乙地盤」內應按以下比例額外提供「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於「該地段」任何已建或擬建的一座或多座建築物內各住戶的真實賓客、訪客或獲邀人士的車輛，惟「乙地盤」內應設置最少2個上述車位：

- (I) 如任何「乙地盤」住宅單位大廈設有超過75個住宅單位，比例為每座上述的「乙地盤」住宅單位大廈5個車位，或

- (II) 採用「署長」批准的其他配置比例。

於本(a)(iii)款，任何擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋均不可視為「乙地盤」住宅單位大廈。「署長」就何謂獨立屋、半獨立屋或排屋及該屋是否構成或擬作單一家庭住宅所作的決定將作終論，並對「承授人」具約束力。

- (iv) 遵照本特別條款(a)(i)款(可根據本文特別條款第(32)條修改)及本特別條款(a)(iii)款設置的車位除作該款分別訂明的用途外，不可作任何其他用途，其中特別禁止用作存放、陳列或展示車輛作招售等或經營洗車及汽車美容服務。

- (b) (i) 從遵照本特別條款(a)(i)(I)款(可根據本文特別條款第(32)條修改)及本特別條款(a)(iii)設置的車位中，「承授人」應按建築事務監督指定及批准，預留和撥出多個車位，以供符合《道路交通條例》、其任何附屬規例及相關修訂法例定義的傷殘人士停泊車輛(此等預留及劃定的車位以下簡稱「乙地盤傷殘人士停車位」)，前題是遵照本特別條款(a)(iii)款設置的車位中，最少應預留及撥出1個車位，惟「承授人」不可將遵照本特別條款(a)(iii)款設置的所有車位預留或劃作「乙地盤傷殘人士停車位」。

- (ii) 「乙地盤傷殘人士停車位」除供符合《道路交通條例》、其任何附屬規例及相關修訂法例定義的傷殘人士停泊屬於現已或將會建於「該地段」的一座或多座建築物的住戶和彼等各真實賓客、訪客或獲邀人士的車輛外，不可作任何其他用途，其中特別禁止在車位存放、陳列或展示車輛作招售等或經營洗車及汽車美容服務。

(c) (i) 「乙地盤」內應提供「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於「該地段」各已建或擬建的一座或多座建築物的各住戶及彼等各真實賓客、訪客或獲邀人士的電單車，比率為以每100個「乙地盤住宅單位」或其中部分一個電單車停車位，或按「署長」可能批准的其他比率（以下簡稱「乙地盤電單車停車位」），分配比例如應根據本(c)(i)款提供的車位數目為小數位數，則上調至最接近的整數。於本(c)(i)款，任何擬作單一家庭住宅用途的獨立屋、半獨立屋及排屋均不可視為一個「乙地盤住宅單位」。「署長」就何謂獨立屋、半獨立屋或排屋及該屋是否構成或擬作單一家庭住宅所作的決定將作終論，並對「承授人」具約束力。

(ii) 「乙地盤電單車停車位」（可根據本文特別條款第(32)條修改）除作本特別條款(c)(i)款訂明的用途外，不可作任何其他用途，其中特別禁止用作存放、陳列或展示車輛作招售等或經營洗車及汽車美容服務。

(d) (i) 除「乙地盤傷殘人士停車位」外，每個遵照本特別條款(a)(i)款（可根據本文特別條款第(32)條修改）和本特別條款(a)(iii)款設置的車位應闊2.5米及長5.0米，最低淨空高度為2.4米。

(ii) 每個「乙地盤傷殘人士停車位」的尺寸應以建築事務監督指定和批准為準。

(iii) 每個「乙地盤電單車停車位」（可根據本文特別條款第(32)條修改）應闊1.0米及長2.4米，最低淨空高度為2.4米或「署長」批准的其他最低淨空高度。』

(23) 「乙地盤」上落貨規定

「批地文件」特別條款第(31)條

『(a) 「乙地盤」內應設置「署長」滿意的車位供貨車上落客貨，比例為每800個「乙地盤住宅單位」或不足此數1個車位，或採用「署長」批准的其他比例，惟每座「乙地盤」住宅單位大廈最少應設有1個上落貨車位，有關的車位應位於毗連「乙地盤」住宅單位大廈範圍或設於「乙地盤」住宅單位大廈內。於本(a)款，任何擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋均不可視為一座「乙地盤」住宅單位大廈。「署長」就何謂獨立屋、半獨立屋或排屋及該屋是否構成或擬作單一家庭住宅所作的決定將作終論，並對「承授人」具約束力。

(b) 每個遵照本特別條款(a)款（可根據本文特別條款第(32)條修改）設置的車位應闊3.5米及長11.0米，最低淨空高度為4.7米。此等車位除供與「該地段」已建或擬建的一座或多座建

築物相關的貨車上落客貨外，不得作任何其他用途。』

(24) 泊車規定可靈活調整

「批地文件」特別條款第(32)條

『(a) 儘管有本文特別條款第(28)、(29)、(30)及(31)條之規定，「承授人」仍可以不超過百分之五(5%)的比率增減上述各特別條款訂明必須提供的車位數目，但前提是增減車位總數不可超過50個。

(b) 除有本特別條款(a)款的規定外，「承授人」亦可以不超過百分之五(5%)的比率增減遵照本文特別條款第(28)(a)(i)(I)、(28)(c)(i)、(30)(a)(i)(I)及(30)(c)(i)條提供的車位數目（按照本特別條款(a)款計算的車位不連計在內）。

(25) 「住宅停車位」及「電單車停車位」的轉讓限制

「批地文件」特別條款第(34)條

『(a) 儘管「承授人」已以「署長」滿意的方式履行和遵守此等「批地條件」，「甲地盤住宅停車位」和「乙地盤住宅停車位」（以下統稱「住宅停車位」）及「甲地盤電單車停車位」和「乙地盤電單車停車位」（以下統稱「電單車停車位」）不可：

(i) 轉讓，除非：

(I) 連同獨有使用和管有「該地段」已建或擬建的一座或多座建築物內一個或多個住宅單位的不分割份數一併轉讓；或

(II) 轉讓予一位當時已是擁有獨有使用及管有「該地段」已建或擬建的一座或多座建築物內的一個或多個住宅單位之不分割份數的擁有人；或

(ii) 分租，租予「該地段」已建或擬建的一座或多座建築物內住宅單位的住戶除外。

但前提是於任何情況下，「該地段」已建或擬建的一座或多座建築物內任何一個住宅單位的擁有人或住戶概不可承讓或承租合共多於3個「住宅停車位」及「電單車停車位」。

(b) 儘管有本特別條款(a)款的規定，「承授人」如事前獲「署長」書面同意，仍可以整體方式轉讓所有「住宅停車位」及「電單車停車位」，但承讓方必須為「承授人」的全資附屬公司。

(c) 本特別條款(a)款不適用於整個「該地段」的轉讓、分租、按揭或押記交易。

(d) 本特別條款(a)及(b)款不適用於「甲地盤傷殘人士停車位」及「乙地盤傷殘人士停車位」。』

(26) 「公用地方」

「批地文件」特別條款第(35)條

『依照本文特別條款第(28)(a)(iii)、(29)(a)、(30)(a)(iii)及(31)(a)條（可分別根據本文特別條款第(32)條修改）於「該地段」設置的車位、「甲地盤傷殘人士停車位」和「乙地盤傷殘人士停車位」，一律劃為並且構成「公用地方」一部分。』

(27) 備存停車場布局圖

「批地文件」特別條款第(36)條

『「承授人」須向「署長」提交一份經「署長」批核並且列明將會按照本文特別條款第(28)、(29)、(30)及(31)條（可分別根據本文特別條款第(32)條修改於「該地段」範圍內提供的所有車位和上落貨車位的布局圖，或經認可人士（釋義以《建築物條例》、其任何附屬規例及相關修訂法例所訂為準）核證的圖則。交妥圖則之前，不可進行任何影響「該地段」或其任何部分或該處任何已建或擬建建築物或任何建築物部分的交易（依照本文特別條款第(13)(i)條將「粉紅色加藍斜線範圍」歸還予「政府」、本文特別條款第(15)(f)條將「粉紅色加藍交叉線範圍」歸還予「政府」、本文特別條款第(23)(c)條所訂的租約、租契或租務協議，以及本文特別條款第(23)(d)條所訂建築按揭或「署長」批准的其他交易除外）。上述核准圖則載明的車位和上落貨車位除作本文特別條款第(28)、(29)、(30)及(31)條分別訂明的用途外，不可作任何其他用途。「承授人」應遵照上述核准圖則維持車位和上落貨車位及其他地方，包括但不限於電梯、樓梯平台和迴旋及循環區域。除非事前獲「署長」書面同意，否則不可更改布局圖。除上述核准圖則註明的車位外，「該地段」或該處任何建築物或構築物均不可作泊車用途。』

(28) 土地後移

「批地文件」特別條款第(38)條

『如事前未獲「署長」書面同意，「承授人」不得在毗鄰或毗連「該地段」的任何「政府」土地進行削土、移土或土地後移工程，或建造、填土或斜坡處理工程，而「署長」給予同意時可全權酌情附加其視為恰當的任何條款與條件，包括收取「署長」指定的地價後額外批出「政府」土地作為「該地段」的增批地段。』

(29) 削土

「批地文件」特別條款第(39)條

- 『(a) 如「該地段」或任何「政府」土地現時或以往曾經配合或因應「該地段」或其任何部分的平整、水準測量或發展事宜進行削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，或此等「批地條件」規定「承授人」執行或為任何其他目的執行的任何其他工程，則不論事前是否獲「署長」書面同意，「承授人」亦須在當時或嗣後任何時間，按需要自費進行和建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護和支撐「該地段」內的土地及任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「承授人」應在本文協定的整個批租年期內自費維持上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其維修妥當及狀況良好，以令「署長」滿意。
- (b) 本特別條款(a)款的條文概不妨礙此等「批地條件」賦予「政府」的權利，其中尤以本文特別條款第(38)條為要。
- (c) 無論何時，如因「承授人」進行平整、水準測量、發展或其他工程或因任何其他事故導致或引起「該地段」內的土地或任何毗連或毗鄰「政府」土地或已批租土地發生滑土、山泥傾瀉或地陷，「承授人」須自費還原並修葺該處，以令「署長」滿意，同時須就「政府」、其代理及承辦商作出彼等因滑土、山泥傾瀉或地陷而蒙受或招致的所有費用、收費、損害、訴求和索償作出賠償，並確保彼等免責。
- (d) 除享有本文訂明可就違反此等「批地條件」追討的任何其他權利或補償權外，「署長」另有權向「承授人」發出書面通知，要求「承授人」進行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承授人」疏忽或不執行於通知訂明的期限內以「署長」滿意的方式完成通知的指示，「署長」可即時執行及進行任何必要工程，而「承授人」必須在接獲通知時向「政府」償還有關的費用，以及任何行政或專業費用與收費。』

(30) 不准碎石

「批地文件」特別條款第(40)條

『如事前未獲「署長」書面批准，不准在「該地段」內使用碎石機。』

(31) 維修地錨

「批地文件」特別條款第(41)條

『如「該地段」或其任何部分的發展或重建項目或其任何部分已安裝預應力地錨，「承授人」應自費在預應力地錨的整個使用周期

內定期維修和監察，以令「署長」滿意，並且在「署長」不時絕對酌情要求時提交上述監察工程的報告和資料。如「承授人」疏忽或不執行規定的監察工程，「署長」可即時執行和進行監察工程，「承授人」必須在接獲通知時向「政府」償還有關的費用。』

(32) 泥石或廢料

「批地文件」特別條款第(42)條

『(a) 如源自「該地段」或受「該地段」發展項目影響的其他地方之廢土、泥石、廢料、建築廢物或建材(以下簡稱「廢物」)侵蝕、沖流或棄置於公共小巷或道路，又或排進道路下水道、前濱或海床、污水渠、雨水渠或明渠或其他「政府」產業(以下簡稱「政府產業」)，「承授人」必須自費清理「廢物」和修復受損的「政府產業」，此外並須就「廢物」侵蝕、沖流或棄置而導致私人物業蒙受損害或滋擾所引起的所有訴訟、索償和訴求向「政府」賠償。

(b) 儘管有本特別條款(a)款之規定，「署長」仍可以(但無責任必須)因應「承授人」要求清理「廢物」並修復「政府產業」因此蒙受的損害，「承授人」應在「政府」通知時向「政府」支付相關的費用。』

(33) 損壞設施

「批地文件」特別條款第(43)條

『「承授人」時刻均須採取或達致採取所有完善及適當的技術和預防措施，其中尤以任何建造、維持、更新或維修工程(以下簡稱「工程」)施工期間為要，藉以避免損壞、干擾或阻塞位於、跨越或在其下或毗鄰「該地段」或其任何部分、「綠色範圍」或「該地段」或其任何部分及「綠色範圍」兩者的任何「政府」或其他現有排水渠、水道或水路、總水喉、道路、行人道、街道傢俬、污水渠、明渠、水管、電纜、電線、公用服務設施或其他工程或裝置(以下統稱「服務設施」)。「承授人」執行任何此等「工程」之前，必須進行或達致進行完善的調查和查詢，以核實「服務設施」的現況及水平位置，並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以待全面審批。直至「署長」以書面批准「工程」及上述建議書為止，「承授人」不得展開任何工程。此外，「承授人」應遵從和自費履行「署長」給予上述批准時就「服務設施」制訂的規定，包括作出任何必要改道、重鋪或還原工程的費用。再者，「承授人」須自費以「署長」全面滿意的方式維修、修復和還原「工程」(明渠、污水渠、雨水渠或總水喉例外，除非「署長」另行作出決定，否則此等設施應由「署長」修復，而「承授人」須在「政府」通知時支付有關的費用)導致「該地段」、「綠色範圍」或「該地段」或其任何部分及「綠色範圍」兩者或任何「服務設施」蒙受的任何損害、干擾或阻塞。如「承授人」沒有在「該地段」、「綠色範圍」或「該地段」或其任何部分及「綠色範圍」兩者或任何「服務設施」執行此等必要的

改道、重鋪、維修、修復和還原工程以令「署長」滿意，「署長」可按其視為必要執行此等改道、重鋪、維修、還原或修復工程，「承授人」須在「政府」通知時支付有關的費用。』

(34) 排水渠及渠道的建造

「批地文件」特別條款第(44)條

『(a) 「承授人」須按「署長」視為需要，自費以「署長」滿意的方式在「該地段」邊界範圍內或「政府」土地上建造和維持排水渠及渠道，以截流及引流所有落下或流進「該地段」的暴雨水或雨水至最鄰近的河溪、集水井、渠道或「政府」雨水渠。倘此等暴雨水或雨水造成任何損害或滋擾，以致引起任何訴訟、索償及索求，「承授人」必須承擔全責並向「政府」及其人員賠償。

(b) 接駁「該地段」任何排水渠及污水管至已鋪設和啟用之「政府」雨水渠及污水管的工程可由「署長」負責執行。「署長」毋須就由此引起的任何損失或損害向「承授人」承擔責任，而「承授人」接獲「政府」通知時須向「政府」支付此等接駁工程的費用。或者，「承授人」可自費以「署長」滿意的方式執行上述接駁工程。於該情況下，位於「政府」土地範圍內的上述接駁工程部分將由「承授人」自費維持，如「政府」發出通知，「承授人」須將此等工程部分移交「政府」，日後由「政府」自費維持，「承授人」並須在「政府」通知時向「政府」繳付上述接駁工程的技術審核費用。如「承授人」不維持建於「政府」土地上的上述接駁工程任何部分，「署長」可執行其視為必要的維持工程，「承授人」須在「政府」通知時支付有關工程的費用。』

(35) 通行出海

「批地文件」特別條款第(45)條

『(a) 「承授人」無權從「該地段」出海或從海直達「該地段」的通行權利。

(b) 「政府」保留權利隨時在「該地段」朝海一面的前濱進行填海，「承授人」無權索取任何賠償，不論乃根據關乎此等填海工程的《前濱及海床(填海工程)條例》、其任何附屬規例及修訂法例等亦然。』

(36) 不可建造墳墓或骨灰龕

「批地文件」特別條款第(48)條

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

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附註：

1. 「批地文件」中「承授人」一詞如上下文意允許或規定，則包括其繼承人及受讓人。
2. 「批地文件」中「署長」一詞指地政總署署長。
3. 除非本售樓書另行說明，否則「批地文件的摘要」中所有加上括號的詞語，一律採用「批地文件」訂明的定義。
4. 欲悉詳情請參考「批地文件」。「批地文件」全文已備存於售樓處，於開放時間免費供任何人士閱覽，並可支付必要的影印費用索取副本。

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- (1) The Phase is situated on The Remaining Portion of Yau Tong Inland Lot No.45.
- (2) Yau Tong Inland Lot No.45 (“the lot”) is held from the Government under Conditions of Exchange No. 20347 dated 19 June 2019 (“the Land Grant”) for a term of 50 years from 19 June 2019.
- (3) By a Deed Poll dated 23 March 2023 and registered in the Land Registry by Memorial No. 23032400620015 (“the Deed Poll”), the lot is divided into three portions, namely Section A of Yau Tong Inland Lot No.45, Section B of Yau Tong Inland Lot No.45 and The Remaining Portion of Yau Tong Inland Lot No.45.

(4) User

Special Condition No. (10) of the Land Grant

“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 private residential purposes.”

(5) Indemnity by Grantee

General Condition No. 4 of the Land Grant

“The Grantee hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director of Lands (hereinafter referred to as “the Director”, and whose opinion shall be final and binding upon the Grantee), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Grantee whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.”

(6) Maintenance

General Condition No. 6 of the Land Grant

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

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

(7) Private streets, roads and lanes

General Condition No. 8 of the Land Grant

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

(8) Green Areas

Special Condition No. (5) of the Land Grant

“(a) The Grantee shall:

- (i) on or before the 30th day of June 2025* (or such other date as may be approved by the Director), at his own expense, in

such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in 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 collectively referred to as “the Green Areas”); 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 Areas;

* (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)

- (ii) on or before the 30th day of June 2025* or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas 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

* (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)

- (iii) maintain at his own expense the Green Areas 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 Areas has been re-delivered to the Government 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

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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.”

(9) Possession of the Green Areas

Special Condition No. (6) of the Land Grant

“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 Areas. The Green Areas 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 Areas allow free access over and along the Green Areas 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.”

(10) Restriction on use of the Green Areas

Special Condition No. (7) of the Land Grant

“The Grantee shall not without the prior written consent of the Director use the Green Areas 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.”

(11) Access to the Green Areas for inspection

Special Condition No. (8) of the Land Grant

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

- (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 Areas 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 Areas;

- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Areas 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 Areas 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 neighbouring 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 Areas; 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 Areas 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 Areas.

- (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 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.”

(12) Building covenant

Special Condition No. (9) of the Land Grant

“The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of June 2025*.”

** (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)*

(13) Development conditions

Special Condition No. (11) of the Land Grant

“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 be less than 23,319 square metres and shall not exceed 38,865 square metres;
 - (ii) of the total gross floor area specified 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 that portion of the lot shown edged blue on PLAN I annexed hereto (hereinafter referred to as “Site A”) shall not be less than 6,324 square metres and shall not exceed 10,540 square metres; and
 - (iii) of the total gross floor area specified 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 that portion of the lot shown edged red on PLAN I annexed hereto (hereinafter referred to as “Site B”) shall not be less than 16,995 square metres and shall not exceed 28,325 square metres;
- (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 the following height limits:-
 - (i) a height of 80 metres above the Hong Kong Principal Datum in respect of any buildings or structures within Site A; and
 - (ii) a height of 100 metres above the Hong Kong Principal Datum in respect of any buildings or structures within Site Bor such other height limit as the Director at his sole discretion may, subject to the payment by the Grantee of any premium and administrative fee as shall be determined by the Director,

approve, provided that:

- (I) 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 respective height limits referred to in sub-clauses (d)(i) and (d)(ii) of this Special Condition on condition that the design, size and disposition of the said roof-top structures are to the satisfaction of the Director; and
 - (II) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (47)(b)(i)(II) hereof;
- (e) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected facade length of 60 metres or more; and
- (ii) for the purposes of sub-clause (e)(i) of this Special Condition:
- (I) the decision of the Director as to what constitutes a building shall be final and binding on the Grantee;
 - (II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;
 - (III) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Grantee; and
 - (IV) in calculating the projected facade length referred to in sub-clause (e)(i) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Grantee; and
- (f) 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 demolition works, ground investigation and site formation works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "ground investigation", "building works" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."

(14) Pink Hatched Blue Area

(Remarks: The Pink Hatched Blue Area has been carved out from the lot under the Deed Poll as Section B of Yau Tong Inland Lot No.45. The Pink Hatched Blue Area does not form part of The Remaining Portion of Yau Tong Inland Lot No.45 on which the Development is situated.)

Special Condition No. (13) of the Land Grant

“(a) (i) The Grantee shall on or before the 30th day of June 2025* (or such other date as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director lay, form, erect, construct, provide and landscape, in a good workmanlike 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, and in accordance with the plans approved under sub-clause (c) of this Special Condition, a promenade with a minimum width of 15 metres within the area shown coloured pink hatched blue on PLAN I annexed hereto (hereinafter referred to as “the Pink Hatched Blue Area”).

** (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)*

- (ii) For the purposes of these Special Conditions, the decision of the Director as to whether and when the works referred to in sub-clause (a)(i) of this Special Condition are completed in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding upon the Grantee.
- (b) No building or structure or support for any building or structure shall be erected or constructed or placed on, over, above, under, below or within the Pink Hatched Blue Area, except such minor structures as may be included in the plans and approved by the Director under sub-clause (c) of this Special Condition.
- (c) (i) The Grantee shall at his own expense submit or cause to be submitted to the Director for his written approval plans of the Pink Hatched Blue Area, which shall include details and information as to the level(s), position(s), alignment and design of the Pink Hatched Blue Area and such other details and information as the Director may require.
- (ii) Upon approval being given to the plans of the Pink Hatched Blue Area, no amendment, variation, alteration, modification or substitution to the plans of the Pink Hatched Blue Area approved under sub-clause (c)(i) of this Special Condition shall be made by the Grantee except with the prior written approval of the Director or except as required by the

Director.

- (iii) The plans of the Pink Hatched Blue Area approved under sub-clause (c)(i) of this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director under sub-clause (c)(ii) of this Special Condition.
 - (iv) No building works (other than demolition works, ground investigation and site formation works) shall be commenced on or within the Pink Hatched Blue Area or any part thereof unless and until the plans referred to in sub-clause (c)(i) of this Special Condition shall have been approved in writing by the Director.
- (d) (i) The Grantee shall not demolish or damage the existing seawall within the Pink Hatched Blue Area or carry out any works which will adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will adversely affect the seawall shall be final and binding upon the Grantee.
- (ii) The maximum superimposed load within 10 metres from and behind the copeline of the seawall shall not exceed 10 kilonewtons per square metre.
- (iii) No form of percussive piling shall be used within 15 metres from the copeline of the seawall.
- (e) Save and except for the surrender as provided in sub-clause (i)(i) of this Special Condition, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Pink Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do, provided that this sub-clause (e) shall not apply to a building mortgage as provided in Special Condition No. (23)(d) hereof.
- (f) The Grantee shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition and at all times thereafter, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Pink Hatched Blue Area and everything forming a portion of or pertaining to the Pink Hatched Blue Area including but not limited to the promenade and the seawall in good and substantial repair and condition until such time as the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (i)(i) of this Special Condition. If only a part or parts of the Pink Hatched Blue Area is or are surrendered, the Grantee under this Special Condition will only be required to manage and maintain the remaining part(s) of the Pink Hatched Blue Area and everything forming a portion of or pertaining to the Pink Hatched Blue Area not yet surrendered, including but

not limited to the promenade and the seawall.

- (g) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) or sub-clause (f) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (h) The Government, the Director, his officers, contractors, workmen and agent, and any other persons duly 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 fulfilment of the Grantee's obligations under sub-clauses (a) and (f) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, workmen and agents, any other persons duly authorized by the Director under sub-clause (g) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors workmen and agents, and any other persons duly authorized by the Director in respect of any such loss, damage, nuisance or disturbance.
- (i) (i) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with all structures, facilities, services and installations therein as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose, the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (ii) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Area to the Government pursuant to sub-clause (i)(i) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the

Director provided that this sub-clause (i)(ii) shall not apply to an assignment of the lot as a whole as provided under Special Condition No. (24) hereof or a building mortgage as provided under Special Condition No. (23)(d) hereof. Prior to the said carving-out, the Grantee shall at his own expense submit the carving-out document to the Director for his written approval.

- (j) Without prejudice to the generality of sub-clause (b) of this Special Condition, the Grantee shall not without the prior written consent of the Director use the Pink Hatched Blue Area or any part thereof for the purpose of storage or parking of vehicles or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clauses (a) and (f) of this Special Condition and the purposes specified in sub-clause (l) of this Special Condition.
- (k) The Grantee shall at all times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (i)(i) of this Special Condition permit the Government, the Director and his officers, contractors, workmen and agents, and any other persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot including the Pink Hatched Blue Area for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a) and (f) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (g) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
- (l) The Grantee shall at his own expense and in all respects to the satisfaction of the Director, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition and thereafter until such time as the whole of the Pink Hatched Blue Area has been surrendered by the Grantee to the Government in accordance with sub-clause (i)(i) of this Special Condition:
 - (i) allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchair on, over, through and along the Pink Hatched Blue Area or any part or parts thereof from 8:00 to 18:00 every day; and
 - (ii) display notices in prominent locations informing the public that the Pink Hatched Blue Area is open to the public free of charge and setting out the opening hours and such other relevant information as may be required from time to time by the Director.
- (m) The Government, the Director and his officers, contractors, workmen and agents, and any other 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 persons whether arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, workmen and agents, and any other persons authorized by the Director under sub-clause (k) of this Special Condition or the fulfilment of the Grantee's obligations under sub-clause (l) of this Special Condition, and no claim whatsoever shall be made by the Grantee against the Government, the Director and his officers, contractors, workmen and agents, and any other persons authorized by the Director in respect of any such loss, damage, nuisance or disturbance.

- (n) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (l) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (o) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (l) 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 or 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.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (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(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (p) The Grantee shall at his own expense deliver to the Director on or before a date to be specified by the Director a written guarantee from CK Asset Holdings Limited or such other associated company or companies as shall be determined by the Government at its absolute discretion, whereby such company, or companies jointly and severally (as the case may be), unconditionally and

irrevocably:

- (i) guarantees the performance of the obligations under this Special Condition by the Grantee;
 - (ii) undertakes to perform the obligations under this Special Condition in the event of non-fulfilment of any of the obligations under this Special Condition by the Grantee; and
 - (iii) indemnifies the Government from and against all losses, damages, costs, charges, expenses, liabilities, claims, demands, actions and proceedings whatsoever which may be incurred by the Government by reason of or arising out of any breach or non-performance or non-fulfilment of any of the obligations under this Special Condition by the Grantee.
- (q) Prior to any assignment of the whole of the lot pursuant to Special Condition No. (24) hereof, the Grantee shall at his own expense deliver to the Director a written guarantee from the parent company of the assignee under the assignment pursuant to Special Condition No. (24) hereof (hereinafter referred to as “the Assignee”) or such other company or companies as shall be determined by the Government at its absolute discretion whereby such company, or companies jointly and severally (as the case may be), unconditionally and irrevocably:
- (i) guarantees the performance of the obligations under this Special Condition by the Assignee;
 - (ii) undertakes to perform the obligations under this Special Condition in the event of the non-fulfilment of any obligations under this Special Condition by the Assignee; and
 - (iii) indemnifies the Government from and against all losses, damages, costs, charges, expenses, liabilities, claims, demands, actions and proceedings whatsoever which may be incurred by the Government by reason of or arising out of any breach or non-performance or non-fulfilment of any of the obligations under this Special Condition by the Assignee.
- (r) For the purpose of sub-clauses (a), (b), (c), (e), (f), (g), (i), (j), (k), (l), (n), (o) and (p) of this Special Condition and Special Condition No. (14) hereof only, the expression “Grantee” shall exclude his assigns but shall include the Assignee.
- (s) The written guarantees referred to in sub-clauses (p) and (q) of this Special Condition and Special Conditions Nos. (14)(j) and (14)(k) hereof shall be governed by the laws of Hong Kong and shall be in such form and shall contain such provisions as the

Director shall approve or require.

- (t) The Grantee including his assigns agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (i)(i) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (11)(c) hereof. The Government shall have no liability and the Grantee including his assigns shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition No. (11)(c) hereof cannot be attained.”

(15) Public Pedestrian Access

Special Condition No. (14) of the Land Grant

- “(a) (i) The Grantee shall at his own expense on or before the 30th day of June 2025* (or such other date as may be approved by the Director) lay, form, construct, provide, and surface a public pedestrian access with a width of not less than 1.5 metres over and along the ground level of that portion of the lot shown coloured pink hatched red on PLAN I annexed hereto and extending upwards from the ground level to a height of not less than 3.5 metres (hereinafter referred to as “the Public Pedestrian Access”) in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve or require and in all respects to the satisfaction of the Director so as to link up the promenade referred to in Special Condition No. (13)(a) hereof and Tung Yuen Street.

** (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)*

- (ii) For the purposes of these Special Conditions, the decision of the Director as to whether and when the works referred to in sub-clause (a)(i) of this Special Condition are completed in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding upon the Grantee.
- (b) The Grantee shall at his own expense throughout the term hereby agreed to be granted and in all respects to the satisfaction of the Director:
- (i) allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchair on, over, through and along the Public Pedestrian Access or any part or parts thereof from 8:00 to

18:00 every day;

- (ii) after the surrender of the Pink Hatched Blue Area to the Government in accordance with sub-clause (i)(i) of Special Condition No. (13) hereof, the Public Pedestrian Access shall be open to allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchair on, over, through and along the Public Pedestrian Access or any part or parts thereof during the same opening hours as those of the promenade referred to in Special Condition No. (13)(l)(i) hereof or such other opening hours as may be determined by the Director from time to time; and
 - (iii) display notices in prominent locations informing the public that the Public Pedestrian Access is open to the public during such hours as shall be specified by the Director under sub-clauses (b)(i) and (b)(ii) of this Special Condition free of charge and setting out the opening hours and such other relevant information as may be required from time to time by the Director.
- (c) The Director shall at his sole discretion decide whether the whole of the area of the Public Pedestrian Access or only a part or parts thereof referred to in sub-clause (a) of this Special Condition may be excluded from the calculation of the gross floor area specified in Special Condition No. (11)(c) hereof.
- (d) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, manage, maintain and repair the Public Pedestrian Access together with everything forming a part of or pertaining to the Public Pedestrian Access in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (e) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) or sub-clause (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (f) The Government, the Director, his officers, contractors, workmen and agents, and any other 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 fulfilment of the Grantee’s obligations under sub-clauses (a) and (d) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, workmen and agent, and any other persons authorized by the Director under sub-clause (e) of this Special Condition or otherwise, and

no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors, workmen and agents, and any other persons duly authorized by the Director in respect of any such loss, damage, nuisance or disturbance.

- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Pedestrian Access or any part or parts thereof to the public for the right of passage.
- (h) It is expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (b) 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 or 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.
- (i) For the purposes of this Special Condition, the decision of the Director as to what constitutes the ground level referred to in sub-clause (a) of this Special Condition shall be final and binding on the Grantee.
- (j) The Grantee shall at his own expense deliver to the Director on or before a date to be specified by the Director a written guarantee from CK Asset Holdings Limited or such other associated company or companies as shall be determined by the Government at its absolute discretion, whereby such company, or companies jointly and severally (as the case may be), unconditionally and irrevocably:
 - (i) guarantees the performance of the obligations under this Special Condition by the Grantee;
 - (ii) undertakes to perform the obligations under this Special Condition in the event of non-fulfilment of any of the obligations under this Special Condition by the Grantee; and
 - (iii) indemnifies the Government from and against all losses, damages, costs, charges, expenses, liabilities, claims, demands, actions and proceedings whatsoever which may be incurred by the Government by reason of or arising out of any breach or non-performance or non-fulfilment of any of the obligations under this Special Condition by the

Grantee.

- (k) Prior to any assignment of the whole of the lot pursuant to Special Condition No. (24) hereof, the Grantee shall at his own expense deliver to the Director a Written guarantee from the parent company of the Assignee or such other associated company or companies of the Assignee as shall be determined by the Government at its absolute discretion whereby such company, or companies jointly and severally (as the case may be), unconditionally and irrevocably:
 - (i) guarantees the performance of the obligations under this Special Condition by the Assignee;
 - (ii) undertakes to perform the obligations under this Special Condition in the event of non-fulfilment of any obligations under this Special Condition by the Assignee; and
 - (iii) indemnifies the Government from and against all losses, damages, costs, charges, expenses, liabilities, claims, demands, actions and proceedings whatsoever which may be incurred by the Government by reason of or arising out of any breach or non-performance or non-fulfilment of any of the obligations under this Special Condition by the Assignee.”

(16) Pink Cross-hatched Blue Areas

(Remarks: The Pink Cross-hatched Blue Areas have been carved out from the lot under the Deed Poll as Section A of Yau Tong Inland Lot No.45. The Pink Cross-hatched Blue Areas do not form part of The Remaining Portion of Yau Tong Inland Lot No.45 on which the Development is situated.)

Special Condition No. (15) of the Land Grant

- “(a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuses at his absolute discretion), no building or structure or support for any building or structure (other than the structure or structures provided or constructed in accordance with sub-clause (b) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within those portions of the lot shown coloured pink cross-hatched blue on PLAN I annexed hereto (hereinafter collectively referred to as “the Pink Cross-hatched Blue Areas”).
- (b) The Grantee shall at his own expense:
 - (i) on or before the 30th day of June 2025* (or such other date as may be approved by the Director), in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to

the satisfaction of the Director:

- (I) lay and form the Pink Cross-hatched Blue Areas; and
- (II) provide and construct within the Pink Cross-hatched Blue Areas such culverts, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Pink Cross-hatched Blue Areas Structures”)

so that building, vehicular and pedestrian traffic may be carried on the Pink Cross-hatched Blue Areas;

* (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)

- (ii) on or before the 30th day of June 2025* (or such other date as may be approved by the Director) and to the satisfaction of the Director, surface, kerb and channel the Pink Cross-hatched Blue Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
- * (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)
- (iii) maintain the Pink Cross-hatched Blue Areas together with the Pink Cross-hatched Blue Areas 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 the whole of the Pink Cross-hatched Blue Areas have been surrendered to the Government in accordance with sub-clause (f)(i) of this Special Condition.

- (c) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (b) of this Special Condition within the prescribed periods respectively 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 binding upon the Grantee.

- (d) The Government, the Director, his officers, contractors, workmen and agents, any other persons duly 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 fulfilment of the Grantee’s obligations under sub-clause (b) of

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this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, workmen and agents, any other persons duly authorized by him 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 officers, contractors, workmen and agents, other persons duly authorized by the Director in respect of any such loss, damage, nuisance or disturbance.

- (e) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Cross-hatched Blue Areas to the Government in accordance with sub-clause (f)(i) of this Special Condition permit the Government, the Director, his officers, contractors, workmen and agents, and any other persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot including the Pink Cross-hatched Blue Areas for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) 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 Pink Cross-hatched Blue Areas.
- (f) (i) Upon completion of the Pink Cross-hatched Blue Areas in accordance with sub-clause (b) of this Special Condition, the Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Cross-hatched Blue Areas or any part or parts thereof together with the Pink Cross-hatched Blue Areas Structures and all structures, facilities, services and installations as referred to in sub-clause (b)(ii) of this Special Condition as the Director shall at his sole discretion specify to the Government save and except any structure or structures erected or constructed with the prior written consent the Director given under sub-clause (a) of this Special Condition) but otherwise free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Cross-hatched Blue Areas or any part or parts thereof at the request of the Grantee, but may do so as and when it sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (ii) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts

of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the whole of the Pink Cross-hatched Blue Areas to the Government pursuant to sub-clause (f)(i) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Cross-hatched Blue Areas from the lot to the satisfaction of the Director Provided that this sub-clause (f) (ii) shall not apply to an assignment of the lot as a whole as provided under Special Condition No. (24) hereof or a building mortgage as provided in Special Condition No. (23)(d) hereof. Prior to the said carving-out, the Grantee shall at his own expense submit the carving-out document to the Director for his written approval.

- (g) The Grantee shall not use the Pink Cross-hatched Blue Areas or any part or parts thereof for any purpose other than vehicular traffic and public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Cross-hatched Blue Areas or any part or parts thereof.
- (h) The Grantee shall, after the works referred to in sub-clauses (b) (i) and (b)(ii) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Cross-hatched Blue Areas to the Government in accordance with sub-clause (f)(i) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the Pink Cross-hatched Blue Areas.
- (i) 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 (h) 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.
- (j) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (h) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Cross-hatched Blue Areas or any part or parts thereof to the public for the right of passage.
- (k) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (h) 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 or 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.

- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f)(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(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (l) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Cross-hatched Blue Areas or any part or parts thereof pursuant to sub-clause (f)(i) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (11)(c) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition No. (11)(c) hereof cannot be attained.
- (m) Where structure or structures has or have been erected or constructed with the prior written consent the Director given under sub-clause (a) of this Special Condition (hereinafter referred to as the "Approved Structures"), the Grantee agrees:
 - (i) that no alteration or amendment or addition whatsoever (whether or not it has been approved by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be made to the Approved Structures or any part or parts thereof except with the prior written approval of the Director;
 - (ii) that the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person by reason of the Approved Structures whether before or after the surrender of the Pink Cross-hatched Blue Areas or any part or parts thereof to the Government pursuant to sub-

clause (f)(i) of this Special Condition;

- (iii) that without prejudice to any other rights of the Government, at any time and at his absolute discretion, the Director shall have the right to serve upon the Grantee a written notice of not less than three calendar months to expire at any time requiring the Grantee to demolish and remove the Approved Structures or any part or parts thereof as the Director may specify without giving any reason therefor and the Government shall not be responsible for any loss or damage caused to or suffered by the Grantee arising out of the demolition or removal of the Approved Structures or any part or parts thereof, and the Grantee shall not be entitled to any claim whatsoever against the Government or any compensation whatsoever;
- (iv) that the Grantee shall maintain (including all necessary repairs, cleaning and any other works as may be required by the Director) at all times at his own expense the Approved Structures in good and substantial repair and condition in all respects to the satisfaction of the Director until the demolition or the removal of the Approved Structures; and
- (v) that the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, presence, removal or demolition of the Approved Structures or the state and condition of the Approved Structures or the lack of repair or maintenance of the Approved Structures or otherwise in respect of the Approved Structures.”

(17) Recreational facilities

Special Condition No. (17) of the Land Grant

- “(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as “the Facilities”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (11)(c) hereof, subject to Special Condition No. (47)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which is 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, is 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”):
 - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (25)(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.”

(18) Preservation of trees

Special Condition No. (18) of the Land Grant

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

(19) Landscaping

Special Condition No. (19) of the Land Grant

- “(a) The Grantee shall at his own expense submit to the Director 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 by the Director and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (18) 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, and such other information as the Director 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 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 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 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 be designated as and form part of the Common Areas referred to in Special Condition No. (25)(a)(v) hereof.”

(20) Site A Parking Spaces

Special Condition No. (28) of the Land Grant

- “(a) (i) Spaces shall be provided within Site A to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Site A Residential Parking Spaces”) at the following rates:
 - (I) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences) is or are provided within Site A, a rate to be calculated by reference to the respective size of the residential units erected or

to be erected on Site A (hereinafter referred to as “Site A residential units” and each of them hereinafter referred to as “Site A residential unit”) as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

Size of each Site A residential unit	No. of the Site A Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 15 Site A residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 9.07 Site A residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.02 Site A residential units or part thereof
Not less than 100 square metres	One space for every 1.09 Site A residential units or part thereof

(II) where detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences is or are provided within Site A, at the following rates:

- (A) one space for each such house where its gross floor area is less than 160 square metres;
- (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and
- (C) two spaces for each such house where its gross floor area is not less than 220 square metres.

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

(ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the Site A Residential Parking Spaces to be provided under sub-clause (a)(i)(I) of

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

- (I) the gross floor area in respect of a Site A residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (11)(c)(ii) hereof; and
- (II) the pro-rata gross floor area of the Site A Residential Common Area (as hereinafter defined) in respect of a Site A residential unit, and in so calculating, the total gross floor area of the residential common area within Site A, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (11)(c)(ii) hereof (which residential common area within Site A is hereinafter referred to as “the Site A Residential Common Area”) shall be apportioned to a Site A residential unit by the following formula:

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

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot

shall be provided within Site A to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within Site A:

- (I) If more than 75 residential units are provided in any block of Site A residential units, at a rate of 5 spaces for every such block of Site A residential units, or
- (II) at such other rates as may be approved by the Director.

For the purpose of this sub-clause (a)(iii), neither detached, semi-detached nor terraced house which is intended for use as a single family residence shall be regarded as a block of Site A residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.

(iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (32) hereof) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(b) (i) Out of the spaces provided under sub-clauses (a)(i)(I) (as may be varied under Special Condition No. (32) hereof) and (a)(iii) of this Special Condition, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as “the Site A Parking Spaces for the Disabled Persons”) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Site A Parking Spaces for the Disabled Persons.

(ii) The Site A Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise

or for the provision of car cleaning and beauty services.

- (c) (i) Spaces shall be provided within Site A to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Site A Motor Cycle Parking Spaces”) at a rate of one space for every 100 Site A residential units or part thereof or at such other rates as may be approved by the Director. If the number of spaces to be provided under this sub-clause (c)(i) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (c)(i), a detached, semi-detached and terraced house which is intended for use as a single family residence shall not be regarded as a Site A residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.
- (ii) The Site A Motor Cycle Parking Spaces (as may be varied under Special Condition No. (32) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Except for the Site A Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a) (i) (as may be varied under Special Condition No. (32) hereof) and (a)(iii) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) The dimension of each of the Site A Parking Spaces for Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the Site A Motor Cycle Parking Spaces (as may be varied under Special Condition No. (32) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.”

(21) Loading and unloading requirements for Site A

Special Condition No. (29) of the Land Grant

“(a) Spaces shall be provided within Site A to the satisfaction of the

Director for the loading and unloading of goods vehicles at a rate of one space for every 800 Site A residential units or part thereof or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of Site A residential units, such loading and unloading space to be located adjacent to or within each block of Site A residential units. For the purpose of this sub-clause (a), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of Site A residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.

- (b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (32) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.”

(22) Site B Parking Spaces

Special Condition No. (30) of the Land Grant

- “(a) (i) Spaces shall be provided within Site B to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Site B Residential Parking Spaces”) at the following rates:
 - (I) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences) is or are provided within Site B, a rate to be calculated by reference to the respective size of the residential units erected or to be erected on Site B (hereinafter referred to as “Site B residential units” and each of them hereinafter referred to as “Site B residential unit”) as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

Size of each Site B residential unit	No. of the Site B Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 15 Site B residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 9.47 Site B residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.16 Site B residential units or part thereof
Not less than 100 square metres	One space for every 1.09 Site B residential units or part thereof

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

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

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

below:

(I) the gross floor area in respect of a Site B residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (11)(c)(iii) hereof; and

(II) the pro-rata gross floor area of the Site B Residential Common Area (as hereinafter defined) in respect of a Site B residential unit, and in so calculating, the total gross floor area of the residential common area within Site B, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (11)(c)(iii) hereof (which residential common area within Site B is hereinafter referred to as “the Site B Residential Common Area”) shall be apportioned to a Site B residential unit by the following formula:

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

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

(I) If more than 75 residential units are provided in any block of Site B residential units, at a rate of 5 spaces for every such block of Site B residential units, or

(II) at such other rates as may be approved by the Director.

For the purpose of this sub-clause (a)(iii), neither detached, semi-detached nor terraced house which is intended for use as a single family residence shall be regarded as a block of Site B residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.

(iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (32) hereof) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(b) (i) Out of the spaces provided under sub-clauses (a)(i)(I) (as may be varied under Special Condition No. (32) hereof) and (a)(iii) of this Special Condition, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as “the Site B Parking Spaces for the Disabled Persons”) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Site B Parking Spaces for the Disabled Persons.

(ii) The Site B Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(c) (i) Spaces shall be provided within Site B to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or

invitees (hereinafter referred to as “the Site B Motor Cycle Parking Spaces”) at a rate of one space for every 100 Site B residential units or part thereof or at such other rates as may be approved by the Director. If the number of spaces to be provided under this sub-clause (c)(i) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (c)(i), a detached, semi-detached and terraced house which is intended for use as a single family residence shall not be regarded as a Site B residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.

(ii) The Site B Motor Cycle Parking Spaces (as may be varied under Special Condition No. (32) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(d) (i) Except for the Site B Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (32) hereof) and (a)(iii) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(ii) The dimension of each of the Site B Parking Spaces for Disabled Persons shall be as the Building Authority may require and approve.

(iii) Each of the Site B Motor Cycle Parking Spaces (as may be varied under Special Condition No. (32) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.”

(23) Loading and unloading requirements for Site B

Special Condition No. (31) of the Land Grant

“(a) Spaces shall be provided within Site B to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 Site B residential units or part thereof or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of Site B residential units, such loading and unloading space to be located adjacent to or within each block of Site B residential units. For the purpose of this sub-clause (a), a detached, semi-detached or terraced house which is intended for use as a single

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family residence shall not be regarded as a block of Site B residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.

- (b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (32) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.”

(24) Flexibility in parking provisions

Special Condition No. (32) of the Land Grant

- “(a) Notwithstanding Special Conditions Nos. (28), (29), (30) and (31) hereof, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.
- (b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective numbers of spaces required to be provided under Special Conditions Nos. (28)(a)(i)(I), (28)(c)(i), (30)(a)(i)(I) and (30)(c)(i) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent.”

(25) Restriction on alienation of the Residential Parking Spaces and the Motor Cycle Parking Spaces

Special Condition No. (34) of the Land Grant

- “(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Site A Residential Parking Spaces and the Site B Residential Parking Spaces (hereinafter collectively referred to as “the Residential Parking Spaces”) and the Site A Motor Cycle Parking Spaces and the Site B Motor Cycle Parking Spaces (hereinafter collectively referred to as “the Motor Cycle Parking Spaces”) shall not be:
- (i) assigned except:
- (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
- (II) to a person who is already the owner of undivided

shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

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

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
- (d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Site A Parking Spaces for the Disabled Persons and the Site B Parking Spaces for the Disabled Persons.”

(26) Common Areas

Special Condition No. (35) of the Land Grant

“The spaces provided within the lot in accordance with Special Conditions Nos. (28)(a)(iii), (29)(a), (30)(a)(iii), and (31)(a) hereof (as may be respectively varied under Special Condition No. (32) hereof), the Site A Parking Spaces for the Disabled Persons and the Site B Parking Spaces for the Disabled Persons shall be designated as and form part of the Common Areas.”

(27) Deposit of car park layout plan

Special Condition No. (36) of the Land Grant

“A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (28), (29), (30), and (31) hereof (as may be respectively varied under Special Condition No. (32) hereof), or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except the surrender of the Pink Hatched Blue Area as provided in Special Condition No. (13)(i) hereof, the surrender of the Pink Cross-hatched Blue Areas as provided in Special Condition No. (15)(f) hereof, a tenancy agreement or lease or an

agreement for such tenancy or lease under Special Condition No. (23) (c) hereof and a building mortgage under Special Condition No. (23) (d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The parking, loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (28), (29), (30) and (31) hereof. The Grantee shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.”

(28) Set back

Special Condition No. (38) of the Land Grant

“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. (39) of the Land Grant

- “(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (38) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify 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 supports, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges."

(30) No rock crushing

Special Condition No. (40) of the Land Grant

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

(31) Anchor maintenance

Special Condition No. (41) of the Land Grant

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

(32) Spoil or debris

Special Condition No. (42) of the Land Grant

- "(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."

(33) Damage to Services

Special Condition No. (43) of the Land Grant

"The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out 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 Areas or both the lot or any part thereof and the Green Areas (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or the Green Areas or both the lot or any part thereof and the Green Areas

or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Areas or both the lot or any part thereof and the Green Areas or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

(34) Construction of drains and channels

Special Condition No. (44) of the Land Grant

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

(35) Access to the sea

Special Condition No. (45) of the Land Grant

- "(a) The Grantee shall have no right of access to the sea from the lot

and from the sea to the lot.

- (b) The Government reserves the right to reclaim the foreshore to seaward of the lot at any time and the Grantee shall have no right to any compensation whatsoever whether under the Foreshore and Sea-bed (Reclamations) Ordinance, any regulations made thereunder and any amending legislation or otherwise in respect of any such reclamation.”

(36) No grave or columbarium permitted

Special Condition No. (48) of the Land Grant

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

Notes:

1. The reference to the “Grantee” in the Land Grant shall include its successors and assigns where the context so admits or requires.
2. The reference to the “Director” in the Land Grant means the Director of Lands.
3. Unless otherwise defined in this sales brochure, the capitalized terms used in the Summary of Land Grant shall have the same meaning of such terms in the Land Grant.
4. For full details, please refer to the Land Grant. Copies of the Land Grant are available for inspection free of charge during opening hours at the sales office and can be obtained upon payment of the necessary photocopying charges.

公共設施及公眾休憩用地的資料 Information on public facilities and public open spaces

(A) 對根據「批地文件」規定須興建並提供予政府或供公眾使用的任何設施的描述

1. 描述：

- 「批地文件」特別條款第(5)(a)(i)(I)條所載的「綠色範圍」；
- 「批地文件」特別條款第(5)(a)(i)(II)條所載的「構築物」；
- 「批地文件」特別條款第(13)(a)(i)條所載的「粉紅色加藍斜線範圍」；
- 「批地文件」特別條款第(14)(a)(i)條所載的「公共行人通道」；
- 「批地文件」特別條款第(15)(a)條所載的「粉紅色加藍交叉線範圍」。

2. 公眾有權按照「批地文件」使用「綠色範圍」，「粉紅色加藍斜線範圍」，「公眾行人通道」及「粉紅色加藍交叉線範圍」。

(B) 對根據「批地文件」規定須由「期數」中的單位的擁有人出資管理、營運或維持以供公眾使用的任何設施的描述

1. 描述：

請參閱上述(A)。

2. 「綠色範圍」，「構築物」及「公眾行人通道」須由「期數」中的單位的擁有人按照「批地文件」出資管理、營運或維持。

3. 「期數」中的單位的擁有人按規定須以由有關單位分攤的管理開支，應付管理、營運或維持「綠色範圍」，「構築物」及「公眾行人通道」的部分開支。

備註：根據批地文件特別條件第(13)(i)條及特別條件第(15)(f)條規定，「粉紅色加藍斜線範圍」及「粉紅色加藍交叉線範圍」是根據在土地註冊處以註冊摘要第23032400620015號註冊的分割契據，由油塘內地段第45號分割而成。它們不構成發展項目所在地段的一部分，在交還政府前將由賣方維護。

(C) 根據「批地文件」規定須由「期數」中的單位的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小

不適用。

(D) 「期數」所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分的描述

不適用。

(E) 「批地文件」關於上文(A)、(B)、(C)及(D)部分所述的該等設施、休憩用地及土地中的該等部分的條文

「批地文件」特別條款第(5)條

『(a)「承授人」須：

- 在2025年6月30日* (或「署長」批准的其他日期) 或之前，自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、定線和設計進行下列工程，以全面令「署長」滿意：
 - 在本文所夾附「圖則I」以綠色顯示的日後公共道路範圍(以下統稱「綠色範圍」)進行鋪設及平整工程；及
 - 提供和建造「署長」全權酌情要求的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」)

以便在「綠色範圍」建造建築物和供車輛及行人往來；

* (註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。)

- 在2025年6月30日* (或「署長」批准的其他日期) 或之前，自費以「署長」滿意的方式在「綠色範圍」鋪設路面、建造路緣和渠道，以及按照「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

* (註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。)

- 自費維持「綠色範圍」及「構築物」和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設備、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」的管有權按照本文特別條款第(6)條歸還「政府」為止。

- 如「承授人」在本特別條款(a)款訂明的期限內沒有履行該款所訂的責任，「政府」可執行必要的工程，費用則由「承授人」承擔。「承授人」須在「政府」通知時支付相等有關費用的款項，金額由「署長」指定，其決定將作終論並對「承授人」約束。

- 倘因「承授人」履行本特別條款(a)款所訂責任或因「政府」行使本特別條款(b)款所訂權利等而使「承授人」或任何人士招致或連帶蒙受任何損失、損害、滋擾或侵擾，「政府」概

毋須就此承擔責任，「承授人」亦不可就任何此等損失、損害、滋擾或侵擾向「政府」提出索償。』

「批地文件」特別條款第(6)條

『為執行本文特別條款第(5)條所訂的必要工程，「承授人」將在「本協議」訂立日起獲授予「綠色範圍」的管有。「承授人」須在「署長」要求時將「綠色範圍」交還「政府」，而於任何情況下「綠色範圍」亦會被視為在「署長」發信說明「承授人」已以其滿意的方式全面履行此等「批地條件」當日交還「政府」。「承授人」管有「綠色範圍」期間，應允許所有「政府」及公共車輛和行人於所有合理時間進出及通行「綠色範圍」，並確保不會因為執行本文特別條款第(5)條或其他規定的工程等而干預或阻礙此等通行權。』

「批地文件」特別條款第(7)條

『如事前未獲「署長」書面同意，「承授人」不得在「綠色範圍」儲物或搭建任何臨時構築物，又或並非執行本文特別條款第(5)條所訂工程的任何其他用途。』

「批地文件」特別條款第(8)條

『(a)「承授人」管有「綠色範圍」期間，必須在所有合理時間：

- 允許「政府」、「署長」及其人員、承辦商、代理及「署長」授權的其他人等通行、進出、往返和行經「該地段」及「綠色範圍」，以檢驗、檢查和監督任何遵照本文特別條款第(5)(a)條規定執行的工程，以及進行、檢驗、檢查和監督本文特別條款第(5)(b)條規定進行的工程及「署長」視為必要在「綠色範圍」內實施的任何其他工程；
- 允許「政府」及其授權的相關公用事業公司有權按需要通行、進出、往返和行經「該地段」及「綠色範圍」，以在「綠色範圍」或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於鋪設及其後維持所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供「該地段」或任何毗連或毗鄰土地或處所使用的電話、電力、氣體(如有)及其他服務。「承授人」應與「政府」以及「政府」正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述「綠色範圍」工程的事項；及
- 允許水務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返和行經「該地段」及「綠色範圍」，以執行任何關於運作、維持、維修、更換和更改「綠色範圍」內任何其他水務裝置的工程。

- (b) 倘因「政府」、「署長」及其人員、承辦商、代理和任何人等或根據本特別條款(a)款正式授權的公用事業公司行使權利導致「承授人」或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或侵擾，「政府」、「署長」及其人員、承辦商、代理和任何人等或根據本特別條款(a)款正式授權的公用事業公司概毋須承擔責任。』

「批地文件」特別條款第(13)條

- 『(a) (i) 「承授人」須在2025年6月30日*（或「署長」批准的其他日期）或之前，自費以「署長」全面滿意的方式，以良好工藝採用「署長」批准的物料、標準、樓層、定線和設計，以及依從已遵照本特別條款(c)款規定審批的圖則，在本文所夾附「圖則I」以粉紅色間藍斜線顯示的地方（下稱「粉紅色加藍斜線範圍」）鋪設、平整、興建、建造、提供及進行園境美化最少闊15米的海濱長廊，以全面令「署長」滿意。

*（註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。）

- (ii) 在此等特別條款，「署長」就本特別條款(a)(i)款所載的工程是否或何時依照本特別條款(a)(i)款規定完成所作的決定將作終論並對「承授人」約束。
- (b) 不得在「粉紅色加藍斜線範圍」之上、橫跨其上、之下或其下或在其範圍內搭建、建造或放置任何建築物、構築物或任何建築物或構築物的支承件，惟「署長」根據本特別條款(c)款指定及批准的小型構築物除外。
- (c) (i) 「承授人」須自費向「署長」提交或達致提交「粉紅色加藍斜線範圍」的圖則，以便「署長」書面審批。圖則的詳情及資料應涵蓋「粉紅色加藍斜線範圍」的樓層、位置及設計和「署長」要求的其他詳情及資料。
- (ii) 「粉紅色加藍斜線範圍」圖則獲批准後，「承授人」如事前未獲「署長」書面批准又或「署長」指定，不得修改、更改、修訂、改動或取代根據本特別條款(c)(i)款批核的「粉紅色加藍斜線範圍」圖則。
- (iii) 根據本特別條款(c)(i)款批核的「粉紅色加藍斜線範圍」圖則將視作已納入「署長」其後根據本特別條款(c)(ii)款批准或指定的任何修改、更改、修訂、改動或取代內容。
- (iv) 除非及直至本特別條款(c)(i)款所載的圖則獲得「署長」書面批准，否則不可在「粉紅色加藍斜線範圍」或其任何部分之上或其內展開任何建造工程（拆卸工程、土地勘測工程及地盤平整工程除外）。

- (d) (i) 「承授人」不可拆卸或損壞「粉紅色加藍斜線範圍」內現存的海堤，或進行任何會對海堤或其任何一個或多個部分構成不良影響的工程。「署長」就何等工程會對海堤構成不良影響所作的決定將作終論並對「承授人」約束。
- (ii) 海堤蓋頂線對開及後方10米範圍內的最大附加荷載不可超過每平方米10千牛頓。
- (iii) 海堤蓋頂線15米範圍內不得進行任何形式的撞擊式打樁工程。
- (e) 除遵照本特別條款(i)(i)款規定歸還「粉紅色加藍斜線範圍」外，「承授人」不可轉讓、按揭、押記、分租、出讓或以其他方式處置「粉紅色加藍斜線範圍」或其任何一個或多個部分或當中任何權益，或就此訂立任何協議，但前提是本(e)款並不適用於本文特別條款第(23)(d)條訂明的建築按揭。
- (f) 「承授人」須在本特別條款(a)(i)款所載的工程完竣後及其後所有時間自費以「署長」全面滿意的方式保養、管理、維修和維持「粉紅色加藍斜線範圍」、所有構成或從屬於「粉紅色加藍斜線範圍」的物件，包括但不限於海濱長廊及海堤，以保持其維修妥當及狀況良好，全面令「署長」滿意，直至「粉紅色加藍斜線範圍」已依照本特別條款(i)(i)款規定歸還「政府」為止。倘只歸還「粉紅色加藍斜線範圍」當中一個或若干部分，本特別條款項下「承授人」只須負責管理和維持「粉紅色加藍斜線範圍」其餘部分及所有構成或從屬於「粉紅色加藍斜線範圍」全部尚未歸還的部分，包括但不限於海濱長廊及海堤。
- (g) 倘「承授人」不履行本特別條款(a)款或(f)款訂明的責任，「政府」可執行必要的工程，費用由「承授人」支付。「承授人」須在「政府」通知時支付相等有關費用的款項，付款金額由「署長」釐定，其決定將作終論並對「承授人」約束。
- (h) 倘因為或鑒於「承授人」履行本特別條款(a)款及(f)款訂明的責任，或因「政府」、「署長」、其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等行使本特別條款(g)款所訂權利等，導致「承授人」或任何其他人士招致或蒙受任何損失、損害、滋擾或侵擾，「政府」、「署長」、其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等概毋須承擔任何責任。「承授人」無權就此等損失、損害、滋擾或侵擾對「政府」、「署長」或其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等提出索償等。
- (i) (i) 「承授人」須在「署長」隨時通知時，自費向「政府」歸還及交回「粉紅色加藍斜線範圍」或其任何一個或多個部分，連同「署長」全權酌情指定的所有在該處的構築物、設施、服務設備及裝置在空置情況下的管有，並不附帶任何產權負擔，「政府」亦毋須向「承授人」支付任

何代價、款項或補償。但前提是「政府」無責任應「承授人」要求接納「承授人」歸還「粉紅色加藍斜線範圍」或其任何一個或多個部分，惟「政府」可在其認為適當的情況下如此辦。就本事項而言，「承授人」須自費訂立一份或多份土地歸還契約及任何其他必要文件，其格式和條文內容以「署長」批准或指定為準。

- (ii) 「承授人」不可轉讓、按揭、押記、讓予、分租、出讓或以其他方式處置「該地段」或其任何一個或多個部分或當中任何權益或該處的任何一座或多座建築物，又或任何建築物的一個或多個部分或設置產權負擔，又或在「粉紅色加藍斜線範圍」整體依照本特別條款(i)(i)款歸還「政府」之前就此訂立任何協議，除非及直至「承授人」已自費以「署長」滿意的方式將「粉紅色加藍斜線範圍」從「該地段」分割。但前提是本(i)(ii)款的規定概不適用於遵照本文特別條款第(24)條規定轉讓整個「該地段」或遵照本文特別條款第(23)(d)條訂立建築按揭。「承授人」如上所述分割「粉紅色加藍斜線範圍」之前，應自費向「署長」提交分割文件，以供書面批核。
- (j) 在毋損本特別條款(b)款之一般規定，「承授人」不得在事前未經「署長」書面同意使用「粉紅色加藍斜線範圍」或其任何部分儲物或泊車，又或在該處搭建任何臨時構築物，或作本特別條款(a)及(f)款指定工程或本特別條款(l)款所訂用途以外的其他用途。
- (k) 在「粉紅色加藍斜線範圍」整體根據本特別條款(i)(i)款歸還「政府」之前，「承授人」時刻必須允許「政府」、「署長」及其人員、承辦商、工人、代理及「署長」授權的任何其他人等行使權利，不論攜帶工具、設備、機械或駕車與否，可自由和不受限制地通行、進出、往返及行經「該地段」，包括「粉紅色加藍斜線範圍」，以便檢驗、檢查和監督任何遵照本特別條款(a)款及(f)款執行的任何工程，以及進行、檢驗、檢查和監督按照本特別條款(g)款規定執行的工程及「署長」認為有必要在「粉紅色加藍斜線範圍」實施的其他工程。
- (l) 「承授人」須在本特別條款(a)(i)款所載的工程完竣後及其後所有時間，直至「粉紅色加藍斜線範圍」整體根據本特別條款(i)(i)款由「承授人」歸還「政府」為止，自費以「署長」全面滿意的方式：
- (i) 在每日上午八時至下午六時，免收費用允許所有公眾人士自由及暢通無阻地步行或乘坐輪椅通行、經過和行經「粉紅色加藍斜線範圍」或其任何一個或多個部分；及
- (ii) 在顯眼位置張貼通告，通知公眾「粉紅色加藍斜線範圍」免費開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。

- (m) 倘因為或鑒於「政府」、「署長」及其人員、承辦商、工人、代理及經「署長」授權的任何其他人等行使本特別條款(k)款所訂權利，或因為或鑒於「承授人」履行本特別條款(l)款訂明的責任，導致「承授人」或任何人等招致或蒙受任何損失、損害、滋擾或侵擾，「政府」、「署長」及其人員、承辦商、工人、代理及經「署長」授權的任何其他人等概毋須承擔任何責任。「承授人」無權就此等損失、損害、滋擾或侵擾對「政府」、「署長」及其人員、承辦商、工人、代理及經「署長」授權的任何其他人等提出索償。
- (n) 現明確協議、聲明及規定，儘管本特別條款(l)款賦予「承授人」責任，惟「承授人」並無意向公眾撥出而「政府」亦無同意撥出「粉紅色加藍斜線範圍」或其任何一個或多個部分供公眾作通過權。
- (o) (i) 現明確協議及聲明，儘管本特別條款(l)款已訂明「承授人」的責任，亦不可預期根據《建築物(規劃)規例》第22(1)條規例、其任何修訂本或取代本等獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免存疑，「承授人」現明確放棄根據《建築物(規劃)規例》第22(1)條規例、其任何修訂本或取代本申索任何及所有額外上蓋面積或地積比率的寬免或權利。
- (ii) 現進一步明確協議及聲明，儘管本特別條款(i)款已訂明「承授人」的責任，亦不可預期根據《建築物(規劃)規例》第22(2)條規例、其任何修訂本或取代本等獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免存疑，「承授人」現明確放棄根據《建築物(規劃)規例》第22(2)條規例、其任何修訂本或取代本申索任何及所有額外上蓋面積或地積比率的寬免或權利。
- (p) 「承授人」須自費在「署長」指定的日期或之前向「署長」提交由長江實業集團有限公司或「政府」絕對酌情指定的其他一間或若干有聯繫公司發出之保證書，以共同和各別(視情況而定)承諾無條件及不可撤回地：
- (i) 保證「承授人」履行本特別條款訂明的責任；
- (ii) 承諾倘若「承授人」不執行本特別條款所訂的任何責任時履行該等責任；及
- (iii) 彌償「政府」因「承授人」違反、不履行或不執行本特別條款所訂任何責任而可能招致或引起的所有損失、損害、費用、收費、開支、責任、索償、索求、訴訟及法律程序。
- (q) 「承授人」根據本文特別條款第(24)條轉讓整個「該地段」之前，必須自費向「署長」提交根據本文特別條款第(24)條規定進行轉讓交易的受讓人(下稱「受讓人」)之母公司或「政

府」絕對酌情指定的其他一間或若干公司發出之保證書，以共同和各別(視情況而定)承諾無條件及不可撤回地：

- (i) 保證「受讓人」履行本特別條款訂明的責任；
- (ii) 承諾倘若「受讓人」不執行本特別條款所訂的任何責任時履行該等責任；及
- (iii) 彌償「政府」因「受讓人」違反、不履行或不執行本特別條款所訂任何責任而可能招致或引起的所有損失、損害、費用、收費、開支、責任、索償、索求、訴訟及法律程序。
- (r) 於本特別條款(a)、(b)、(c)、(e)、(f)、(g)、(i)、(j)、(k)、(l)、(n)、(o)及(p)款和僅於本文特別條款第(14)條，「承授人」一詞的定義並不涵蓋其受讓人但包括「受讓人」。
- (s) 本特別條款(p)及(q)款和本文特別條款第(14)(j)及(14)(k)條所載的保證書均受香港法律管轄，並須採用「署長」批准或指定的格式和訂有「署長」批准或指定的條文。
- (t) 「承授人」包括其受讓人同意及接納，「粉紅色加藍斜線範圍」或其任何一個或多個部分根據本特別條款(i)(i)款歸還「政府」後，「承授人」發展或重建「該地段」或其任何部分後，「該地段」面積縮減等可能令「承授人」無法取得本文特別條款第(11)(c)條允許的最大總樓面面積。倘若「承授人」無法取得本文特別條款第(11)(c)條允許的最大總樓面面積，「政府」概無責任而「承授人」包括其受讓人不得向「政府」申索賠償或退還地價等。』

「批地文件」特別條款第(14)條

- 『(a) (i) 「承授人」須在2025年6月30日* (或「署長」批准的其他日期) 或之前以「署長」批准或指定的方式、物料、標準、樓層、定線和設計，自費鋪設、平整、建造、提供一條公共行人通道並鋪築表面，闊度不少於1.5米，沿本文所夾附的「圖則I」以粉色間紅斜線顯示的「該地段」部分地面水平向上伸展至不少於3.5米高(下稱「公共行人通道」)，全面令「署長」滿意，以便連接本文特別條款第(13)(a)條所載的海濱長廊及東源街。

* (註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。)

- (ii) 於此等特別條款，「署長」就本特別條款(a)(i)款所載的工程是否及何時依照本特別條款(a)(i)款規定完成所作的決定將作終論並對「承授人」約束。
- (b) 「承授人」須在本文協定批授的年期內，自費以「署長」全面

滿意的方式：

- (i) 在每日上午八時至下午六時，免收費用允許所有公眾人士自由及暢通無阻地步行或乘坐輪椅通行、經過和行經「公共行人通道」或其任何一個或多個部分；
- (ii) 在「粉紅色加藍斜線範圍」根據本文特別條款第(13)條(i)(i)款歸還「政府」後，「公共行人通道」應開放讓所有公眾人士於本文特別條款第(13)(l)(i)條訂明的海濱長廊開放時間或「署長」不時指定的其他開放時間，免收費用而自由及暢通無阻地步行或乘坐輪椅通行、經過和行經「公共行人通道」或其任何一個或多個部分；及
- (iii) 在顯眼位置張貼通告，通知公眾「公共行人通道」於「署長」根據本特別條款(b)(i)款及(b)(ii)款指定的時間免收費用開放供公眾使用，並列明開放時間和「署長」不時指定的其他相關資料。
- (c) 「署長」將全權酌情決定「公共行人通道」所有範圍或僅本特別條款(a)款所載的當中一個或多個部分可豁免計入本文特別條款第(11)(c)條所訂的總樓面面積。
- (d) 「承授人」須在本文協定批授的年期內自費保養、管理、維持和維修「公共行人通道」連同所有構成或從屬於該處的物件，以保持其維修妥當及狀況良好，全面令「署長」滿意。
- (e) 如「承授人」不履行本特別條款(a)或(d)款訂明的責任，「政府」可執行必要的工程，費用由「承授人」承擔。「承授人」須在「政府」通知時支付相等有關費用的款項，金額由「署長」指定，其決定將作終論並對「承授人」約束。
- (f) 倘因「承授人」履行本特別條款(a)及(d)款所訂責任或因「政府」、「署長」、其人員、承辦商、工人、代理及經「署長」授權的任何其他人等行使本特別條款(c)款所訂權利等，而使「承授人」或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或侵擾，「政府」、「署長」、其人員、承辦商、工人、代理及經「署長」授權的任何其他人等概毋須就此承擔責任。「承授人」不可就任何此等損失、損害、滋擾或侵擾向「政府」、「署長」或其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等提出索償等。
- (g) 現明確協議、聲明及規定，儘管本特別條款(b)款賦予「承授人」責任，惟「承授人」並無意向公眾撥出而「政府」亦無同意撥出「公共行人通道」或其任何一個或多個部分供公眾作通過權。
- (h) 現明確協議、聲明及規定，儘管本特別條款(b)款已訂明「承授人」的責任，亦不可預期根據《建築物(規劃)規例》第22(1)條規例、其任何修訂本或取代本等獲取額外上蓋面積

或地積比率的寬免或權利又或作出有關申索。為免存疑，「承授人」現明確放棄根據《建築物（規劃）規例》第22(1)條規例、其任何修訂本或取代本申索任何及所有額外上蓋面積或地積比率的寬免或權利。

- (i) 在此等特別條款，「署長」就何謂本特別條款(a)款所載的地面水平所作的決定將作終論並對「承授人」約束。
- (j) 「承授人」須自費在「署長」指定的日期或之前向「署長」提交由長江實業集團有限公司或「政府」絕對酌情指定的其他一間或若干有聯繫公司發出之保證書，以共同和各別（視情況而定）承諾無條件及不可撤回地：
- (i) 保證「承授人」履行本特別條款訂明的責任；
- (ii) 承諾倘若「承授人」不執行本特別條款所訂的任何責任時履行該等責任；及
- (iii) 彌償「政府」因「承授人」違反、不履行或不執行本特別條款所訂任何責任而可能招致或引起的所有損失、損害、費用、收費、開支、責任、索償、索求、訴訟及法律程序。
- (k) 「承授人」根據本文特別條款第(24)條轉讓「該地段」所有範圍之前，必須自費向「署長」提交「受讓人」之母公司或「政府」絕對酌情指定的其他一間或若干有聯繫公司發出之保證書，以共同和各別（視情況而定）承諾無條件及不可撤回地：
- (i) 保證「受讓人」履行本特別條款訂明的責任；
- (ii) 承諾倘若「受讓人」不執行本特別條款所訂的任何責任時履行該等責任；及
- (iii) 彌償「政府」因「受讓人」違反、不履行或不執行本特別條款所訂任何責任而可能招致或引起的所有損失、損害、費用、收費、開支、責任、索償、索求、訴訟及法律程序。』

「批地文件」特別條款第(15)條

『(a) 除非事前獲得「署長」書面同意（「署長」有絕對酌情以其認為恰當的條款與條件給予同意或拒絕），否則不可在本文所夾附「圖則I」以粉紅色加藍交叉線顯示的「該地段」各範圍（以下統稱「粉紅色加藍交叉線範圍」）之上、橫跨其上、其下、上方、下方或在其內興建、建造或架設任何建築物、構築物或建築物或構築物的支承件（依照本特別條款(b)款規定提供或建造的一個或多個構築物除外）。

(b) 「承授人」須自費：

- (i) 在2025年6月30日*（或「署長」批准的其他日期）或之前，以「署長」批准的方式、物料、標準、樓層、定線和設計，全面令「署長」滿意：
- (I) 鋪設及平整「粉紅色加藍交叉線範圍」；及
- (II) 在「粉紅色加藍交叉線範圍」提供和建造「署長」全權酌情指定的下水道、行人路或其他構築物（以下統稱「粉紅色加藍交叉線範圍構築物」）

以便在「粉紅色加藍交叉線範圍」建造建築物和供車輛及行人往來；

*（註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。）

- (ii) 在2025年6月30日*（或「署長」批准的其他日期）或之前，以「署長」滿意的方式在「粉紅色加藍交叉線範圍」鋪設路面、建造路緣及渠道，並且為此等提供「署長」指定的溝渠、污水管、排水渠、消防栓連接駁總喉的水管、服務設備、街燈、交通標誌、街道傢俬、道路標記及植物；及

*（註：根據一封由地政總署日期為2021年5月24日致「承授人」的信函，此期限已延後至2025年12月31日。）

- (iii) 維持「粉紅色加藍交叉線範圍」連同「粉紅色加藍交叉線範圍構築物」以及在該處建造、安裝和提供之所有在該處的構築物、路面、溝渠、污水管、排水渠、消防栓、服務設備、街燈、交通標誌、街道傢俬、道路標記及植物，以令「署長」滿意，直至「粉紅色加藍交叉線範圍」整體按照本特別條款(f)(i)款歸還「政府」為止。

(c) 如「承授人」沒有本特別條款(b)款分別訂明的限期前履行其責任，「政府」可執行必要的工程，費用由「承授人」承擔。「承授人」須在「政府」通知時支付相等有關費用的款項，金額由「署長」指定，其決定將作終論並對「承授人」約束。

(d) 倘因「承授人」履行本特別條款(b)款所訂責任或因「政府」、「署長」、其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等行使本特別條款(c)款所訂權利等，而使「承授人」或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或侵擾，「政府」、「署長」、其人員、承辦商、工人、代理及「署長」正式授權的其他人等概毋須就此承擔責任。「承授人」不可就此等損失、損害、滋擾或侵擾向「政府」、「署長」或其人員、承辦商、工人、代理及「署長」正式授權的任何其他人等提出索償等。

(e) 於「粉紅色加藍交叉線範圍」整體根據本特別條款(f)(i)款歸還「政府」之前，「承授人」須在所有合理時間允許「政府」、「署長」、其人員、承辦商、工人、代理及「署長」授權的任何其他人等行使權利，不論攜帶工具、設備、機械或駕車與否，可自由及不受限制地通行、進出、往返及行經「該地段」，包括「粉紅色加藍交叉線範圍」，以便檢驗、檢查和監督任何遵照本特別條款(b)款規定執行的工程，以及進行、檢驗、檢查和監督按照本特別條款(c)款規定執行的工程及「署長」認為有必要在「粉紅色加藍交叉線範圍」實施的任何其他工程。

(f) (i) 「粉紅色加藍交叉線範圍」依照本特別條款(b)款規定建成後，「承授人」須在「署長」隨時通知時，自費向「政府」歸還及交回「粉紅色加藍交叉線範圍」，連同「粉紅色加藍交叉線範圍構築物」及本特別條款(b)(ii)款所載「署長」全權酌情指定的所有構築物、設施、服務設備及裝置（事前已獲「署長」根據本特別條款(a)款發出書面同意興建或建造的一個或多個構築物除外）在空置情況下的管有，並不附帶任何產權負擔，「政府」亦毋須向「承授人」支付任何代價、款項或補償。但前提是「政府」並無責任應「承授人」要求接納「承授人」歸還「粉紅色加藍交叉線範圍」或其任何一個或多個部分，惟「政府」可在其認為適當的情況下如此辦。就本事項而言，「承授人」須自費訂立一份或多份土地歸還契約及任何其他必要文件，其格式及條文內容以「署長」批准或指定為準。

(ii) 「承授人」不可轉讓、按揭、押記、讓予、分租、出讓或以其他方式處置「該地段」或其任何一個或多個部分或當中任何權益或該處任何一座或多座建築物又或任何建築物的一個或多個部分或設置相關的產權負擔，或在「粉紅色加藍交叉線範圍」整體依照本特別條款(f)(i)款歸還「政府」之前就此訂立任何協議，除非及直至「承授人」已自費以「署長」滿意的方式將「粉紅色加藍交叉線範圍」從「該地段」分割。但前提是本(f)(ii)款的規定概不適用於遵照本文特別條款第(24)條規定轉讓整個「該地段」或遵照本文特別條款第(23)(d)條訂立建築按揭。「承授人」如上所述分割「粉紅色加藍交叉線範圍」之前，須自費向「署長」提交分割文件，以供書面批核。

(g) 「承授人」不可在「粉紅色加藍交叉線範圍」或其任何一個或多個部分用作除供車輛行駛和行人步行或乘坐輪椅通行或「署長」全權酌情批准的其他用途以外的用途。「粉紅色加藍交叉線範圍」或其任何一個或多個部分均不得存放或停泊任何貨物或車輛。

(h) 「承授人」須在本特別條款(b)(i)款及(b)(ii)款所載的工程以「署長」滿意的方式完竣之後及「粉紅色加藍交叉線範圍」整體根據本特別條款(f)(i)款歸還「政府」之前，免收費用允許所

有公眾人士日夜隨時自由步行或乘坐輪椅通行進出、往返、行經和跨越「粉紅色加藍交叉線範圍」，以作任何合法用途。

- (i) 倘因「承授人」履行本特別條款(h)款所訂責任而使「承授人」或任何人士招致或連帶蒙受任何損失、損害、滋擾或侵擾，「政府」毋須就此承擔責任。「承授人」不可就任何此等損失、損害、滋擾或侵擾向「政府」、「署長」或其授權的人員提出索償等。
- (j) 現明確協議、聲明及規定，儘管本特別條款(h)款賦予「承授人」責任，惟「承授人」並無意向公眾撥出而「政府」亦無同意撥出「粉紅色加藍交叉線範圍」或其任何一個或多個部分供公眾作通過權。
- (k) (i) 現明確協議及聲明，儘管本特別條款(h)款已訂明「承授人」的責任，亦不可預期根據《建築物(規劃)規例》第22(1)條規例、其任何修訂本或取代本等獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免存疑，「承授人」現明確放棄根據《建築物(規劃)規例》第22(1)條規例、其任何修訂本或取代本申索任何及所有額外上蓋面積或地積比率的寬免或權利。
(ii) 現進一步明確協議及聲明，儘管本特別條款(f)(i)款已訂明「承授人」的責任，亦不可預期根據《建築物(規劃)規例》第22(2)條規例、其任何修訂本或取代本等獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免存疑，「承授人」現明確放棄根據《建築物(規劃)規例》第22(2)條規例、其任何修訂本或取代本申索任何及所有額外上蓋面積或地積比率的寬免或權利。
- (l) 「承授人」同意及接納，「粉紅色加藍交叉線範圍」或其任何一個或多個部分根據本特別條款(f)(i)款歸還「政府」後，「承授人」發展或重建「該地段」或其任何部分後，「該地段」面積縮減等可能令「承授人」無法取得本文特別條款第(11)(c)條允許的最大總樓面面積。倘若「承授人」無法取得本文特別條款第(11)(c)條允許的最大總樓面面積，「政府」概無責任而「承授人」不得向「政府」申索賠償或退還地價等。」
- (m) 如已獲「署長」遵照本特別條款(a)款給予事前書面同意興建或建造任何一個或多個構築物(下稱「核准構築物」)，「承授人」同意：
 - (i) 如事前未獲「署長」書面批准，不會以任何方式更改、修改或加建(不論是否經建築事務監督根據《建築物條例》、其任何附屬規例及修訂法例批准)「核准構築物」或其任何一個或多個部分；
 - (ii) 「政府」概不就「承授人」或任何其他人士在「粉紅色加藍交叉線範圍」或其任何一個或多個部分按照本特別條

款(f)(i)款歸還「政府」之前或之後因「核准構築物」招致或蒙受的任何損失、損害、滋擾或侵擾承擔任何責任或義務；

- (iii) 在毋損「政府」任何其他權利的情況下，「署長」隨時均可行使絕對酌情權向「承授人」發出不少於三個曆月期限的書面通知，要求「承授人」按「署長」指定拆卸和清拆「核准構築物」或其任何一個或多個部分，而毋須給予任何理由。「政府」毋須就「承授人」因拆卸或清拆「核准構築物」或其任何一個或多個部分所招致或蒙受的任何損失或損害承擔責任，「承授人」無權向「政府」提出任何申索或要求任何賠償；
- (iv) 「承授人」須自費維持「核准構築物」(包括所有必要的維修、清潔工程和「署長」指定的其他工程)，以時刻保持其維修妥當及狀況良好，全面令「署長」滿意，直至「核准構築物」拆卸或清拆為止；及
- (v) 「承授人」須就「核准構築物」的搭建、存在、拆卸、清拆或其現狀、狀況、失修或其他相關情況直接或間接引起或招致的所有責任、索償、索求、訴訟或其他法律程序向「政府」彌償，並保持令其獲得彌償及負責。」

「批地文件」特別條款第(43)條

「承授人」須在任何時候，尤其在進行建築、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合理及足夠的謹慎、技巧及預防措施，避免對「該地段」或其任何部分或「綠色範圍」或「該地段」或其任何部分及「綠色範圍」的或其上、上面、之下或毗鄰的任何政府擁有或其他現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或其他工程或裝置(以下簡稱「服務」)造成任何損壞、干擾或阻塞。「承授人」在進行任何「工程」之前須進行或促使他人進行適當的勘測及必要的查詢以確定服務的位置及水平，並提交處理任何可能受「工程」影響的服務的書面建議給「署長」，供他全面審批，及不得在取得「署長」對「工程」及上述建議的書面批准前進行任何「工程」。「承授人」須遵守及自費履行「署長」於批准上述建議時對「服務」施加的任何要求，包括承擔任何必要的改道、重鋪或修復的費用。「承授人」須自費全面維修、復原及修復因「工程」而對「該地段」或「綠色範圍」或「該地段」或其任何部分及「綠色範圍」或任何「服務」以任何方式造成的任何損壞、干擾或阻塞(除非「署長」另作選擇，明渠、污水渠、雨水渠或總水喉須由「署長」負責修復，而「承授人」須應要求向「政府」支付上述工程費用)，以達致「署長」滿意。倘若「承授人」未能對「該地段」或其任何部分或「綠色範圍」或「該地段」或其任何部分及「綠色範圍」或任何「服務」以任何方式進行該等必要的改道、重鋪、維修、復原及修復工程以達致「署長」滿意，「署長」可進行他認為必要的該等

改道、重鋪、維修、復原或修復工程，而「承授人」須應要向政府支付上述工程費用。

(F) 「公契」關於上文(A)、(B)、(C)及(D)部分所述的該等設施、休憩用地及土地中的該等部分的條文

釋義

「發展項目公用地方」指「該土地」及「發展項目」內所有供「單位」「業主」及佔用人公用與共享而並未明確轉讓予個別「單位」「業主」或供其專用的地方或部分，包括但不限於「公共行人通道」、「發展項目綠化區」、「發展項目維修及修理通道」、「斜坡及擋土牆」、草坪、消防花灑水缸、消防花灑泵房、校對錶櫃、消防增壓泵及消防輸送泵房、消防輸水缸、電梯大堂、電梯井、樓梯、電訊及廣播設備室、垃圾及物料回收房、垃圾車停車位、「變壓器房」、總電掣房、電掣房、管理員辦事處、男女通用廁所、不可通達平台、發電機房、消防泵房、消防控制室及消防花灑控制閥房、消防入水掣、花灑入水掣、消防花灑水缸及泵房、總電錶房、特低電壓房、走廊、電纜槽、管道槽、可打開的通風口，及/或「第一業主」按照「公契」規定指定為「發展項目公用地方」的其他範圍，以及符合《建築物管理條例》(第344章)第2條所訂「公用部分」定義的地方(附屬於「住宅單位」、「私人停車位」、「住宅公用地方」或「停車場公用地方」的地方除外)，現於「公契圖則」以黃色、黃色加黑斜線、黃色加黑點、黃色加黑斜線黑點、黃色加紅點和棕色顯示，僅供識別。

「公共行人通道」指批地文件特別條款第(14)(a)(i)條所指的「公共行人通道」，現於「公契圖則」編號DMC-A-03中以「黃色加黑斜線範圍」顯示，僅供識別。

第IV節C次節(b)款

『「業主」須依照「批地文件」特別條款第(14)(b)(i)條規定，於每日上午八時至下午六時，免收費用允許所有公眾人士自由及暢通無阻地步行或乘坐輪椅通行、進出、往返及行經「公共行人通道」或其任何一個或多個部分。』

第IV節C次節(c)款

『「公共行人通道」須於每日上午八時至下午六時或地政總署署長不時根據「批地文件」特別條款第(14)(b)(ii)條指定的其他時間，免收費用開放供所有公眾人士自由及暢通無阻地步行或乘坐輪椅通行、進出、往返及行經「公共行人通道」或其任何一個或多個部分。』

第VI節B次節第1條

『…[「管理人」]的責任及權力如下：

公共設施及公眾休憩用地的資料 Information on public facilities and public open spaces

(bu) 按照「批地文件」特別條款第(5)(a)(iii)條維持「綠色範圍」(釋義以「批地文件」所訂為準)及「構築物」(釋義以「批地文件」所訂為準)。

(by) 按照「批地文件」特別條款第(14)(d)條維持「公共行人通道」。』

(G) 以在切實可行範圍內，盡量顯示上文(A)、(B)、(C)及(D)部分所述的該等設施、休憩用地及土地中的該等部分的圖則

請參考本節末尾附有的圖則。

附註：

1. 「批地文件」中「承授人」一詞如上下文意允許或規定，則包括其繼承人及受讓人。
2. 「批地文件」或「公契」最新版本中「署長」一詞指地政總署署長。
3. 除非本售樓書另行說明，否則上述所有加上括號的詞語，一律採用「批地文件」或「公契」最新版本訂明的定義。
4. 欲悉詳情請參考「批地文件」及「公契」最新版本。「批地文件」及「公契」最新版本全文已備存於售樓處，於開放時間免費供任何人士閱覽，並可支付必要的影印費用索取副本。
5. 並無關於上文(A)、(B)、(C)及(D)部分所述的該等設施、休憩用地及土地中的撥出私人地方供公眾使用的契據。

(A) Description of any 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 Areas 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 Pink Hatched Blue Area as referred to in Special Condition No. (13)(a)(i) of the Land Grant;
- (d) The Public Pedestrian Access as referred to in Special Condition No. (14)(a)(i) of the Land Grant; and
- (e) The Pink Cross-hatched Blue Areas as referred to in Special Condition No. (15)(a) of the Land Grant.

2. The general public has the right to use the Green Areas, the Pink Hatched Blue Area, the Public Pedestrian Access and the Pink Cross-hatched Blue Areas in accordance with the Land Grant.

(B) Description of any facilities that are required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the units in the Phase

1. Description:

Please refer to (A) above.

2. The Green Areas, the Structures and the Public Pedestrian Access are required to be managed, operated or maintained at the expenses of the owners of the units in the Phase in accordance with the Land Grant.
3. The owners of the units in the Phase are required to meet a proportion of the expense of managing, operating or maintaining the Green Areas, the Structures and the Public Pedestrian Access through the management expenses apportioned to the units concerned.

Remark: Pursuant to Special Condition No.(13)(i) and Special Condition No.(15)(f) of the Land Grant, the Pink Hatched Blue Area and the Pink Cross-hatched Blue Areas have been carved out from Yau Tong Inland Lot No.45 under the Deed Poll registered in the Land Registry by Memorial No.23032400620015. They do not form part of the Lot on which the Development is situated, and will be maintained by the Vendor prior to its surrender to the Government.

(C) The size of any open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the units in the Phase

Not Applicable.

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

Not applicable.

(E) Provisions of the Land Grant that concern those facilities and open spaces, and those parts of the land, mentioned in Part (A), Part (B), Part (C) and Part (D) above

Special Condition No. (5) of the Land Grant

“(a) The Grantee shall:

- (i) on or before the 30th day of June 2025* (or such other date as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in 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 collectively referred to as “the Green Areas”); 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 Areas;

** (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)*

- (ii) on or before the 30th day of June 2025* or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas 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

** (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)*

- (iii) maintain at his own expense the Green Areas 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 Areas has been re-delivered to the Government 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.”

Special Condition No. (6) of the Land Grant

“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 Areas. The Green Areas 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 Areas allow free access over and along the Green Areas 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.”

Special Condition No. (7) of the Land Grant

“The Grantee shall not without the prior written consent of the Director use the Green Areas 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.”

Special Condition No. (8) of the Land Grant

“(a) The Grantee shall at all reasonable times while he is in the

possession of the Green Areas:

- (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 Areas 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 Areas;
 - (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Areas 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 Areas 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 neighbouring 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 Areas; 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 Areas 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 Areas.
- (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 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.”

Special Condition No. (13) of the Land Grant

“(a) (i) The Grantee shall on or before the 30th day of June 2025*

(or such other date as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director lay, form, erect, construct, provide and landscape, in a good workmanlike 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, and in accordance with the plans approved under sub-clause (c) of this Special Condition, a promenade with a minimum width of 15 metres within the area shown coloured pink hatched blue on PLAN I annexed hereto (hereinafter referred to as “the Pink Hatched Blue Area”).

** (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)*

- (ii) For the purposes of these Special Conditions, the decision of the Director as to whether and when the works referred to in sub-clause (a)(i) of this Special Condition are completed in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding upon the Grantee.
- (b) No building or structure or support for any building or structure shall be erected or constructed or placed on, over, above, under, below or within the Pink Hatched Blue Area, except such minor structures as may be included in the plans and approved by the Director under sub-clause (c) of this Special Condition.
- (c) (i) The Grantee shall at his own expense submit or cause to be submitted to the Director for his written approval plans of the Pink Hatched Blue Area, which shall include details and information as to the level(s), position(s), alignment and design of the Pink Hatched Blue Area and such other details and information as the Director may require.
- (ii) Upon approval being given to the plans of the Pink Hatched Blue Area, no amendment, variation, alteration, modification or substitution to the plans of the Pink Hatched Blue Area approved under sub-clause (c)(i) of this Special Condition shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.
- (iii) The plans of the Pink Hatched Blue Area approved under sub-clause (c)(i) of this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director under sub-clause (c)(ii) of this Special Condition.
- (iv) No building works (other than demolition works, ground investigation and site formation works) shall be commenced

on or within the Pink Hatched Blue Area or any part thereof unless and until the plans referred to in sub-clause (c)(i) of this Special Condition shall have been approved in writing by the Director.

- (d) (i) The Grantee shall not demolish or damage the existing seawall within the Pink Hatched Blue Area or carry out any works which will adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will adversely affect the seawall shall be final and binding upon the Grantee.
- (ii) The maximum superimposed load within 10 metres from and behind the copeline of the seawall shall not exceed 10 kilonewtons per square metre.
- (iii) No form of percussive piling shall be used within 15 metres from the copeline of the seawall.
- (e) Save and except for the surrender as provided in sub-clause (i)(i) of this Special Condition, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Pink Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do, provided that this sub-clause (e) shall not apply to a building mortgage as provided in Special Condition No. (23)(d) hereof.
- (f) The Grantee shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition and at all times thereafter, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Pink Hatched Blue Area and everything forming a portion of or pertaining to the Pink Hatched Blue Area including but not limited to the promenade and the seawall in good and substantial repair and condition until such time as the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (i)(i) of this Special Condition. If only a part or parts of the Pink Hatched Blue Area is or are surrendered, the Grantee under this Special Condition will only be required to manage and maintain the remaining part(s) of the Pink Hatched Blue Area and everything forming a portion of or pertaining to the Pink Hatched Blue Area not yet surrendered, including but not limited to the promenade and the seawall.
- (g) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) or sub-clause (f) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (h) The Government, the Director, his officers, contractors, workmen

and agent, and any other persons duly 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 fulfilment of the Grantee's obligations under sub-clauses (a) and (f) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, workmen and agents, any other persons duly authorized by the Director under sub-clause (g) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors workmen and agents, and any other persons duly authorized by the Director in respect of any such loss, damage, nuisance or disturbance.

- (i) (i) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with all structures, facilities, services and installations therein as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose, the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (ii) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Area to the Government pursuant to sub-clause (i)(i) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (i)(ii) shall not apply to an assignment of the lot as a whole as provided under Special Condition No. (24) hereof or a building mortgage as provided under Special Condition No. (23)(d) hereof. Prior to the said carving-out, the Grantee shall at his own expense submit the carving-out document to the Director for his written approval.
- (j) Without prejudice to the generality of sub-clause (b) of this Special Condition, the Grantee shall not without the prior written consent of the Director use the Pink Hatched Blue Area or any

part thereof for the purpose of storage or parking of vehicles or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clauses (a) and (f) of this Special Condition and the purposes specified in sub-clause (l) of this Special Condition.

- (k) The Grantee shall at all times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (i)(i) of this Special Condition permit the Government, the Director and his officers, contractors, workmen and agents, and any other persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot including the Pink Hatched Blue Area for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a) and (f) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (g) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
- (l) The Grantee shall at his own expense and in all respects to the satisfaction of the Director, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition and thereafter until such time as the whole of the Pink Hatched Blue Area has been surrendered by the Grantee to the Government in accordance with sub-clause (i)(i) of this Special Condition:
 - (i) allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchair on, over, through and along the Pink Hatched Blue Area or any part or parts thereof from 8:00 to 18:00 every day; and
 - (ii) display notices in prominent locations informing the public that the Pink Hatched Blue Area is open to the public free of charge and setting out the opening hours and such other relevant information as may be required from time to time by the Director.
- (m) The Government, the Director and his officers, contractors, workmen and agents, and any other 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 persons whether arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, workmen and agents, and any other persons authorized by the Director under sub-clause (k) of this Special Condition or the fulfilment of the Grantee's obligations under sub-clause (l) of this Special Condition, and no claim whatsoever shall be made by the Grantee against the Government, the Director and his officers, contractors, workmen and agents, and any other persons authorized by the Director in respect of any

such loss, damage, nuisance or disturbance.

- (n) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (l) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (o) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (l) 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 or 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.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (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(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (p) The Grantee shall at his own expense deliver to the Director on or before a date to be specified by the Director a written guarantee from CK Asset Holdings Limited or such other associated company or companies as shall be determined by the Government at its absolute discretion, whereby such company, or companies jointly and severally (as the case may be), unconditionally and irrevocably:
 - (i) guarantees the performance of the obligations under this Special Condition by the Grantee;
 - (ii) undertakes to perform the obligations under this Special Condition in the event of non-fulfilment of any of the obligations under this Special Condition by the Grantee; and
 - (iii) indemnifies the Government from and against all losses,

damages, costs, charges, expenses, liabilities, claims, demands, actions and proceedings whatsoever which may be incurred by the Government by reason of or arising out of any breach or non-performance or non-fulfilment of any of the obligations under this Special Condition by the Grantee.

- (q) Prior to any assignment of the whole of the lot pursuant to Special Condition No. (24) hereof, the Grantee shall at his own expense deliver to the Director a written guarantee from the parent company of the assignee under the assignment pursuant to Special Condition No. (24) hereof (hereinafter referred to as “the Assignee”) or such other company or companies as shall be determined by the Government at its absolute discretion whereby such company, or companies jointly and severally (as the case may be), unconditionally and irrevocably:
- (i) guarantees the performance of the obligations under this Special Condition by the Assignee;
 - (ii) undertakes to perform the obligations under this Special Condition in the event of the non-fulfilment of any obligations under this Special Condition by the Assignee; and
 - (iii) indemnifies the Government from and against all losses, damages, costs, charges, expenses, liabilities, claims, demands, actions and proceedings whatsoever which may be incurred by the Government by reason of or arising out of any breach or non-performance or non-fulfilment of any of the obligations under this Special Condition by the Assignee.
- (r) For the purpose of sub-clauses (a), (b), (c), (e), (f), (g), (i), (j), (k), (l), (n), (o) and (p) of this Special Condition and Special Condition No. (14) hereof only, the expression “Grantee” shall exclude his assigns but shall include the Assignee.
- (s) The written guarantees referred to in sub-clauses (p) and (q) of this Special Condition and Special Conditions Nos. (14)(j) and (14)(k) hereof shall be governed by the laws of Hong Kong and shall be in such form and shall contain such provisions as the Director shall approve or require.
- (t) The Grantee including his assigns agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (i)(i) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (11)(c) hereof. The Government shall have no liability and the Grantee including his assigns shall have no claim for compensation or refund of premium or

otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition No. (11)(c) hereof cannot be attained.”

Special Condition No. (14) of the Land Grant

- “(a) (i) The Grantee shall at his own expense on or before the 30th day of June 2025* (or such other date as may be approved by the Director) lay, form, construct, provide, and surface a public pedestrian access with a width of not less than 1.5 metres over and along the ground level of that portion of the lot shown coloured pink hatched red on PLAN I annexed hereto and extending upwards from the ground level to a height of not less than 3.5 metres (hereinafter referred to as “the Public Pedestrian Access”) in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve or require and in all respects to the satisfaction of the Director so as to link up the promenade referred to in Special Condition No. (13)(a) hereof and Tung Yuen Street.
- * (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)*
- (ii) For the purposes of these Special Conditions, the decision of the Director as to whether and when the works referred to in sub-clause (a)(i) of this Special Condition are completed in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding upon the Grantee.
- (b) The Grantee shall at his own expense throughout the term hereby agreed to be granted and in all respects to the satisfaction of the Director:
- (i) allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchair on, over, through and along the Public Pedestrian Access or any part or parts thereof from 8:00 to 18:00 every day;
 - (ii) after the surrender of the Pink Hatched Blue Area to the Government in accordance with sub-clause (i)(i) of Special Condition No. (13) hereof, the Public Pedestrian Access shall be open to allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchair on, over, through and along the Public Pedestrian Access or any part or parts thereof during the same opening hours as those of the promenade referred to in Special Condition No. (13)(l)(i) hereof or such other opening hours as may be determined by the Director from time to time; and

(iii) display notices in prominent locations informing the public that the Public Pedestrian Access is open to the public during such hours as shall be specified by the Director under sub-clauses (b)(i) and (b)(ii) of this Special Condition free of charge and setting out the opening hours and such other relevant information as may be required from time to time by the Director.

- (c) The Director shall at his sole discretion decide whether the whole of the area of the Public Pedestrian Access or only a part or parts thereof referred to in sub-clause (a) of this Special Condition may be excluded from the calculation of the gross floor area specified in Special Condition No. (11)(c) hereof.
- (d) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, manage, maintain and repair the Public Pedestrian Access together with everything forming a part of or pertaining to the Public Pedestrian Access in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (e) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) or sub-clause (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (f) The Government, the Director, his officers, contractors, workmen and agents, and any other 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 fulfilment of the Grantee’s obligations under sub-clauses (a) and (d) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, workmen and agent, and any other persons authorized by the Director under sub-clause (e) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors, workmen and agents, and any other persons duly authorized by the Director in respect of any such loss, damage, nuisance or disturbance.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Pedestrian Access or any part or parts thereof to the public for the right of passage.
- (h) It is expressly agreed, declared and provided that the obligation

on the part of the Grantee contained in sub-clause (b) 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 or 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.

- (i) For the purposes of this Special Condition, the decision of the Director as to what constitutes the ground level referred to in sub-clause (a) of this Special Condition shall be final and binding on the Grantee.
- (j) The Grantee shall at his own expense deliver to the Director on or before a date to be specified by the Director a written guarantee from CK Asset Holdings Limited or such other associated company or companies as shall be determined by the Government at its absolute discretion, whereby such company, or companies jointly and severally (as the case may be), unconditionally and irrevocably:
 - (i) guarantees the performance of the obligations under this Special Condition by the Grantee;
 - (ii) undertakes to perform the obligations under this Special Condition in the event of non-fulfilment of any of the obligations under this Special Condition by the Grantee; and
 - (iii) indemnifies the Government from and against all losses, damages, costs, charges, expenses, liabilities, claims, demands, actions and proceedings whatsoever which may be incurred by the Government by reason of or arising out of any breach or non-performance or non-fulfilment of any of the obligations under this Special Condition by the Grantee.
- (k) Prior to any assignment of the whole of the lot pursuant to Special Condition No. (24) hereof, the Grantee shall at his own expense deliver to the Director a Written guarantee from the parent company of the Assignee or such other associated company or companies of the Assignee as shall be determined by the Government at its absolute discretion whereby such company, or companies jointly and severally (as the case may be), unconditionally and irrevocably:
 - (i) guarantees the performance of the obligations under this Special Condition by the Assignee;

- (ii) undertakes to perform the obligations under this Special Condition in the event of non-fulfilment of any obligations under this Special Condition by the Assignee; and
- (iii) indemnifies the Government from and against all losses, damages, costs, charges, expenses, liabilities, claims, demands, actions and proceedings whatsoever which may be incurred by the Government by reason of or arising out of any breach or non-performance or non-fulfilment of any of the obligations under this Special Condition by the Assignee.”

Special Condition No. (15) of the Land Grant

- “(a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuses at his absolute discretion), no building or structure or support for any building or structure (other than the structure or structures provided or constructed in accordance with sub-clause (b) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within those portions of the lot shown coloured pink cross-hatched blue on PLAN I annexed hereto (hereinafter collectively referred to as “the Pink Cross-hatched Blue Areas”).
 - (b) The Grantee shall at his own expense:
 - (i) on or before the 30th day of June 2025* (or such other date as may be approved by the Director), in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form the Pink Cross-hatched Blue Areas; and
 - (II) provide and construct within the Pink Cross-hatched Blue Areas such culverts, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Pink Cross-hatched Blue Areas Structures”)
- so that building, vehicular and pedestrian traffic may be carried on the Pink Cross-hatched Blue Areas;
- * (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)*
- (ii) on or before the 30th day of June 2025* (or such other date as may be approved by the Director) and to the satisfaction of the Director, surface, kerb and channel the Pink Cross-hatched Blue Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water

mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and

** (Note: By a letter from the Lands Department to the Grantee dated 24 May 2021, such deadline has been extended to 31 December 2025.)*

- (iii) maintain the Pink Cross-hatched Blue Areas together with the Pink Cross-hatched Blue Areas 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 the whole of the Pink Cross-hatched Blue Areas have been surrendered to the Government in accordance with sub-clause (f)(i) of this Special Condition.
- (c) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (b) of this Special Condition within the prescribed periods respectively 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 binding upon the Grantee.
- (d) The Government, the Director, his officers, contractors, workmen and agents, any other persons duly 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 fulfilment of the Grantee’s obligations under sub-clause (b) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, workmen and agents, any other persons duly authorized by him 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 officers, contractors, workmen and agents, other persons duly authorized by the Director in respect of any such loss, damage, nuisance or disturbance.
- (e) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Cross-hatched Blue Areas to the Government in accordance with sub-clause (f)(i) of this Special Condition permit the Government, the Director, his officers, contractors, workmen and agents, and any other persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot including the Pink Cross-hatched Blue Areas for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) 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 Pink Cross-hatched Blue Areas.

- (f) (i) Upon completion of the Pink Cross-hatched Blue Areas in accordance with sub-clause (b) of this Special Condition, the Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Cross-hatched Blue Areas or any part or parts thereof together with the Pink Cross-hatched Blue Areas Structures and all structures, facilities, services and installations as referred to in sub-clause (b)(ii) of this Special Condition as the Director shall at his sole discretion specify to the Government save and except any structure or structures erected or constructed with the prior written consent the Director given under sub-clause (a) of this Special Condition) but otherwise free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Cross-hatched Blue Areas or any part or parts thereof at the request of the Grantee, but may do so as and when it sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (ii) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the whole of the Pink Cross-hatched Blue Areas to the Government pursuant to sub-clause (f)(i) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Cross-hatched Blue Areas from the lot to the satisfaction of the Director Provided that this sub-clause (f) (ii) shall not apply to an assignment of the lot as a whole as provided under Special Condition No. (24) hereof or a building mortgage as provided in Special Condition No. (23)(d) hereof. Prior to the said carving-out, the Grantee shall at his own expense submit the carving-out document to the Director for his written approval.
- (g) The Grantee shall not use the Pink Cross-hatched Blue Areas or any part or parts thereof for any purpose other than vehicular traffic and public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Cross-hatched Blue Areas or any part or parts thereof.
- (h) The Grantee shall, after the works referred to in sub-clauses (b) (i) and (b)(ii) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Cross-hatched Blue Areas to the Government in accordance with sub-clause (f)(i) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the Pink Cross-hatched Blue Areas.
- (i) 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 (h) 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.
- (j) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (h) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Cross-hatched Blue Areas or any part or parts thereof to the public for the right of passage.
- (k) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (h) 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 or 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.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f)(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(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (l) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Cross-hatched Blue Areas or any part or parts thereof pursuant to sub-clause (f)(i) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (11)(c) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition No. (11)(c) hereof cannot be attained.
- (m) Where structure or structures has or have been erected or constructed with the prior written consent the Director given under sub-clause (a) of this Special Condition (hereinafter referred to as the "Approved Structures"), the Grantee agrees:
- (i) that no alteration or amendment or addition whatsoever (whether or not it has been approved by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be made to the Approved Structures or any part or parts thereof except with the prior written approval of the Director;
- (ii) that the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person by reason of the Approved Structures whether before or after the surrender of the Pink Cross-hatched Blue Areas or any part or parts thereof to the Government pursuant to sub-clause (f)(i) of this Special Condition;
- (iii) that without prejudice to any other rights of the Government, at any time and at his absolute discretion, the Director shall have the right to serve upon the Grantee a written notice of not less than three calendar months to expire at any time requiring the Grantee to demolish and remove the Approved Structures or any part or parts thereof as the Director may specify without giving any reason therefor and the Government shall not be responsible for any loss or damage caused to or suffered by the Grantee arising out of the demolition or removal of the Approved Structures or any part or parts thereof, and the Grantee shall not be entitled to any claim whatsoever against the Government or any compensation whatsoever;
- (iv) that the Grantee shall maintain (including all necessary repairs, cleaning and any other works as may be required by the Director) at all times at his own expense the Approved Structures in good and substantial repair and condition in all respects to the satisfaction of the Director until the demolition or the removal of the Approved Structures; and

- (v) that the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, presence, removal or demolition of the Approved Structures or the state and condition of the Approved Structures or the lack of repair or maintenance of the Approved Structures or otherwise in respect of the Approved Structures.”

Special Conditions No.(43) of the Land Grant

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

- (F) Provisions of the Deed of Mutual Covenant Incorporating Management Agreement ("DMC") that concern those facilities and open spaces, and those parts of the land, mentioned in Part (A), Part (B), Part (C) and Part (D) above**

Definition

"Development Common Areas" means all those areas or parts of the Land and the Development for the common use and benefit of the Owners and occupiers of the Units and is not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Unit, and shall include but not limited to the Public Pedestrian Access, Development Greenery Areas, Development Maintenance and Repair Access, Slopes and Retaining Walls, lawn, sprinkler water tanks, sprinkler pump room, check meter cabinets (CMC), fire service booster pump and fire service transfer pump room, fire service transfer water tank, lift lobbies, lift pits, staircases, telecommunications and broadcasting equipment (TBE) room, refuse storage and material recovery chambers (RSMRC), refuse collection vehicle space, Transformer Rooms, main switch rooms, switch room, caretaker offices, unisex lavatory, inaccessible flat roof, generator rooms, fire service pump rooms, fire service control room and sprinkler control valve room, fire service inlets, sprinkler inlets, sprinkler tank and pump room, master meter room, extra-low voltage (ELV) room, corridor, cable ducts, pipe ducts, openable vent and/or other areas designated by the First Owner to be Development Common Areas in accordance with the provisions of the DMC, and such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance (Cap.344) (other than those forming part of a Residential Unit, a Private Parking Space, the Residential Common Areas or the Car Park Common Areas), which are for the purpose of identification shown coloured Yellow, Yellow Hatched Black, Yellow Stippled Black, Yellow Hatched Stippled Black, Yellow Stippled Red and Brown on the DMC Plans.

"Public Pedestrian Access" means the "Public Pedestrian Access" as defined and referred to in Special Condition No.(14)(a)(i) of the Government Grant. For the purpose of identification, the Public Pedestrian Access is shown coloured Yellow Hatched Black on Drawing No. DMC-A-03 of the DMC Plans.

Clause (b) of Subsection C of Section IV

"The Owners shall allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchair on, over, through and along the Public Pedestrian Access or any part of parts thereof from 8:00 to 18:00 every day in accordance with Special Condition No.(14)(b)(i) of the Government Grant."

Clause (c) of Subsection C of Section IV

"The Public Pedestrian Access shall be open to allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchair on, over, through and along the Public Pedestrian Access or any part or parts thereof from 8:00 to 18:00 every day or such other opening hours as may be determined by the Directors of Lands from time to time in accordance

with Special Condition No.(14)(b)(ii) of the Government Grant."

Clause 1 of Subsection B of Section VI

"... [The] Manager shall have the following duties and powers namely:

- ...
- (bu) To maintain the Green Areas (as defined in the Government Grant) and the Structures (as defined in the Government Grant) in accordance with Special Condition No.(5)(a)(iii) of the Government Grant.
 - (by) To maintain the Public Pedestrian Access in accordance with Special Condition No.(14)(d) of the Government Grant."

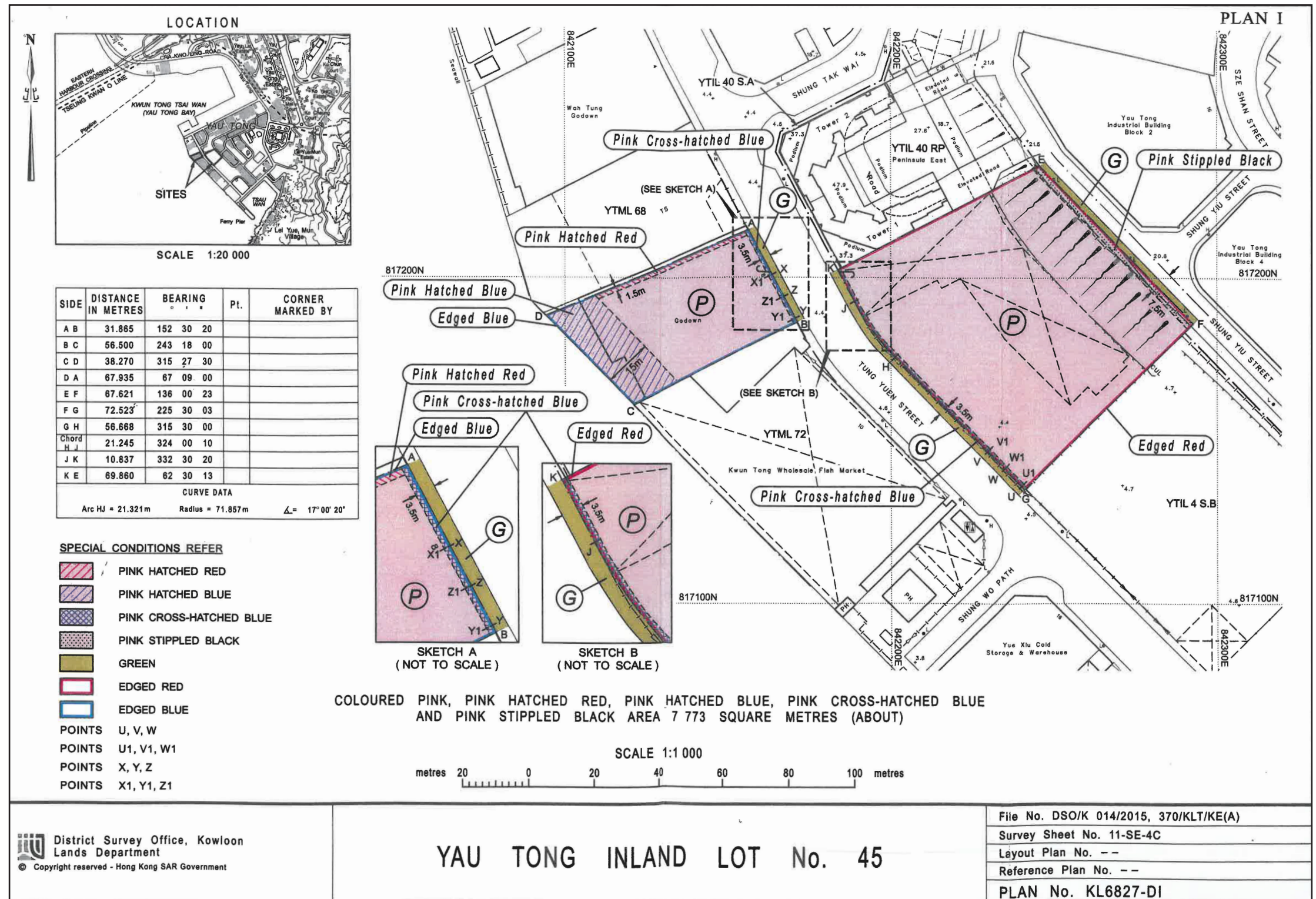
- (G) Plan that shows the location of those facilities and open spaces, and those parts of the land, mentioned in Part (A), Part (B), Part (C) and Part (D) above as far as it is practicable to do so**

Plan is appended hereto at the end of this section.

Notes:

1. The reference to the "Grantee" in the Land Grant shall include its successors and assigns where the context so admits or requires.
2. The reference to the "Director" in the Land Grant or the latest draft of the DMC means the Director of Lands.
3. Unless otherwise defined in this sales brochure, the capitalized terms used in the above shall have the same meaning of such terms in the Land Grant or the latest draft of the DMC.
4. For full details, please refer to the Land Grant and the latest draft of the DMC. Copies of the Land Grant and the latest draft of the DMC are available for inspection free of charge during opening hours at the sales office and can be obtained upon payment of the necessary photocopying charges.
5. No deed of dedication that concern those facilities and open spaces, and those parts of the land, mentioned in Part (A), Part (B), Part (C) and Part (D) above.

公共設施及公眾休憩用地的資料 Information on public facilities and public open spaces



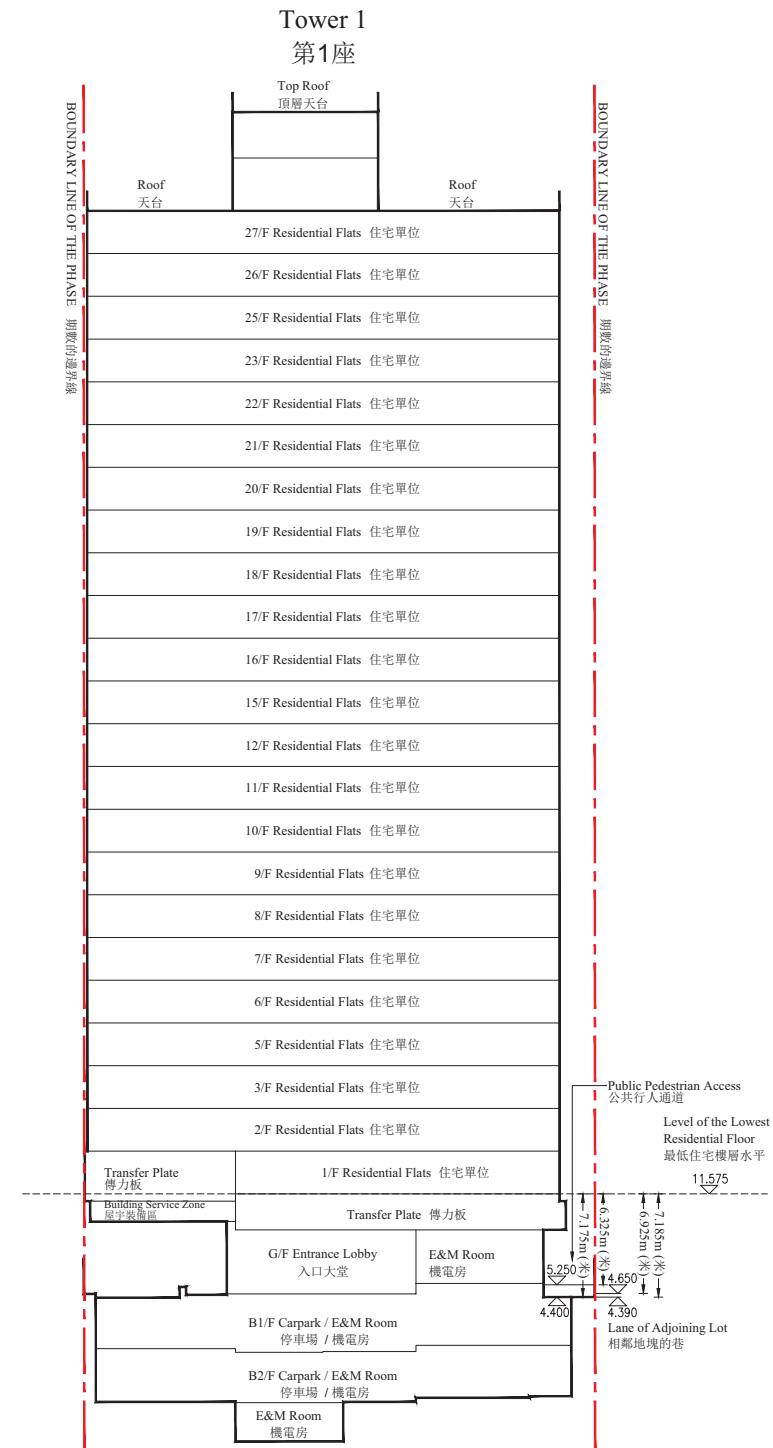
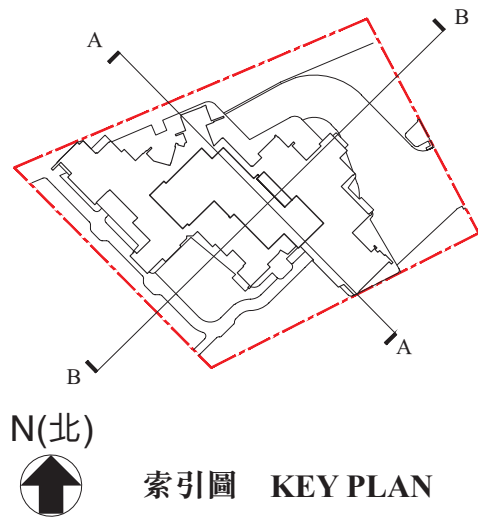
備註：
此圖僅作顯示「粉紅色加藍斜線範圍」、「粉紅色加藍交叉線範圍」、「粉紅色加紅斜線範圍」及「綠色範圍」的位置，「構築物」位於「綠色範圍」內而「公共行人通道」位於「粉紅色加紅斜線範圍」內，圖中所示之其他事項未必能反映其最新狀況。

Remark:
This plan is for showing the locations of the Pink Hatched Blue Area, the Pink Cross-Hatched Blue Areas, the Pink Hatched Red Area and the Green Areas only and the Structures are located within the Green Areas and the Public Pedestrian Access is located within the Pink Hatched Red Area. Other matters shown in this plan may not reflect their latest conditions.

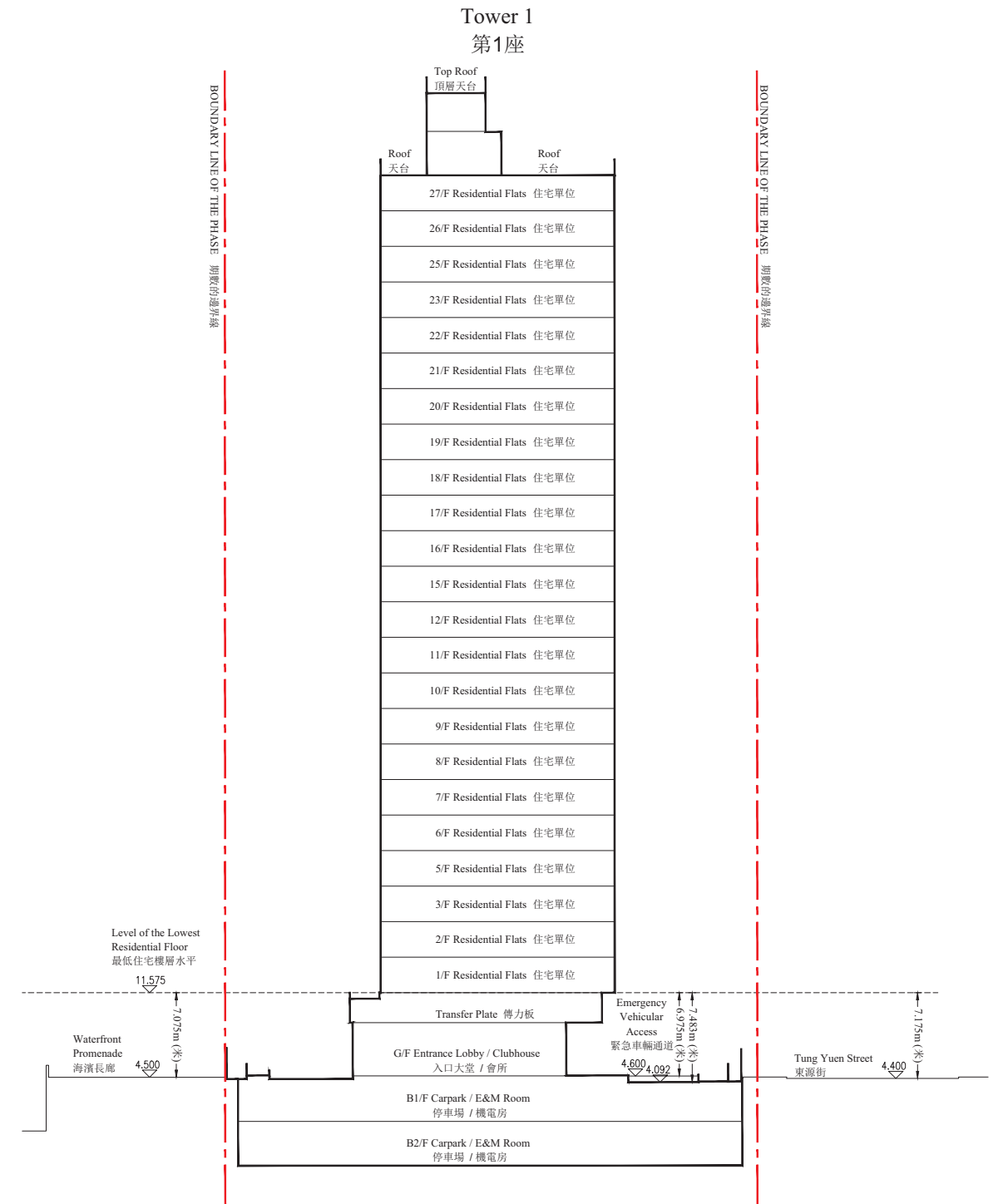
對買方的警告 Warning to purchasers

1. 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。
 2. 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
 3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突—
 - (a) 該律師事務所可能不能夠保障買方的利益；及
 - (b) 買方可能要聘用一間獨立的律師事務所；及
 - (c) 如屬上述(b)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。
1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
 2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
 3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser—
 - (a) that firm may not be able to protect the purchaser's interests; and
 - (b) the purchaser may have to instruct a separate firm of solicitors; and
 - (c) that in the case of paragraph (b) above, 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.

期數中的建築物的橫截面圖 Cross-section plan of building in the Phase



橫截面圖 A-A CROSS-SECTION PLAN A-A



橫截面圖 B-B CROSS-SECTION PLAN B-B

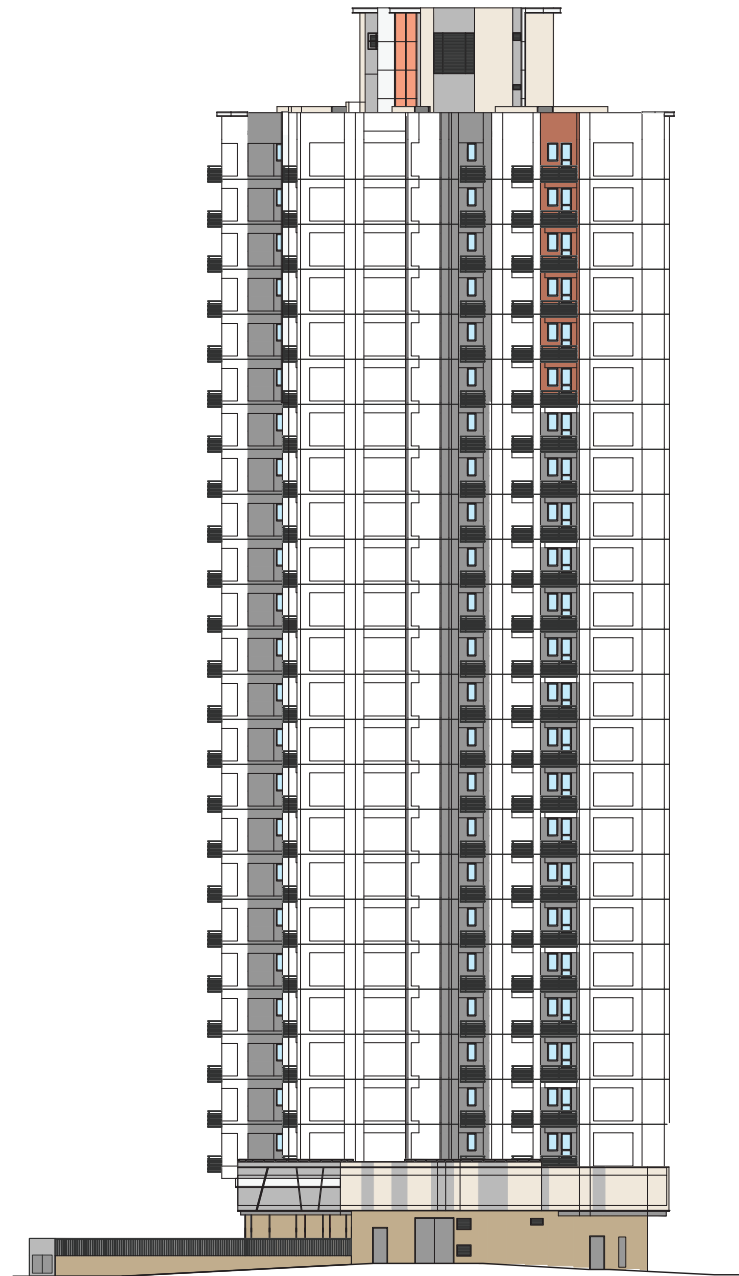
毗連建築物的一段公共行人通道為香港主水平基準以上4.400至5.250米。
The part of Public Pedestrian Access adjacent to the building is 4.400 to 5.250 metres above the Hong Kong Principal Datum.

毗連建築物的一段相鄰地塊的巷為香港主水平基準以上4.390至4.650米。
The part of lane of adjoining lot adjacent to the building is 4.390 to 4.650 metres above the Hong Kong Principal Datum.

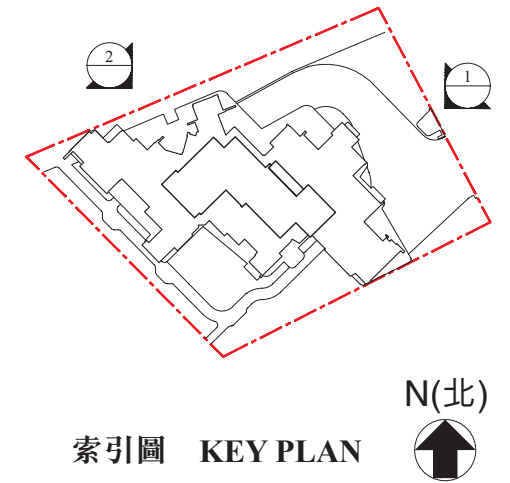
毗連建築物的一段緊急車輛通道為香港主水平基準以上4.092至4.600米。
The part of Emergency Vehicular Access adjacent to the building is 4.092 to 4.600 metres above the Hong Kong Principal Datum.



立面圖 1
ELEVATION PLAN 1



立面圖 2
ELEVATION PLAN 2



索引圖 KEY PLAN



期數的認可人士已經證明該等立面：

- (1) 以2023年7月4日的情況為準的期數的經批准的建築圖則為基礎擬備；及
- (2) 大致上與期數的外觀一致。

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

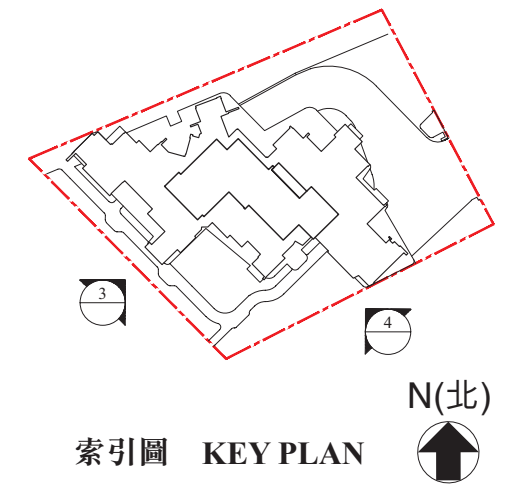
- (1) are prepared on the basis of the approved building plans for the Phase as of 4th July 2023; and
- (2) are in general accordance with the outward appearance of the Phase.



立面圖 3
ELEVATION PLAN 3



立面圖 4
ELEVATION PLAN 4



期數的認可人士已經證明該等立面：

- (1) 以2023年7月4日的情況為準的期數的經批准的建築圖則為基礎擬備；及
- (2) 大致上與期數的外觀一致。

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

- (1) are prepared on the basis of the approved building plans for the Phase as of 4th July 2023; and
- (2) are in general accordance with the outward appearance of the Phase.

期數中的公用設施的資料 Information on common facilities in the Phase

公用設施的類別 Category of common facilities	有蓋範圍 Covered Area		無上蓋範圍 Uncovered Area		總數 Total	
	面積 Area (平方米 sq. m.)	面積 Area (平方呎 sq.ft.)	面積 Area (平方米 sq. m.)	面積 Area (平方呎 sq.ft.)	面積 Area (平方米 sq. m.)	面積 Area (平方呎 sq.ft.)
住客會所(包括供住客使用的任何康樂設施) Residents' clubhouse (including any recreational facilities for residents' use)	248.732	2,677	不適用 Not applicable	不適用 Not applicable	248.732	2,677
位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱) Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as a communal sky garden or otherwise)	不適用 Not applicable					
位於期數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) Communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise)	55.261	595	295.512	3,181	350.773	3,776

備註：以平方呎顯示之面積均依據1平方米=10.7639平方呎換算，並四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。

Remark: Areas in square feet are converted at a rate of 1 square metre to 10.7639 square feet and rounded to the nearest integer square foot, which may be slightly different from that shown in square metre.

閱覽圖則及公契 Inspection of plans and deed of mutual covenant

1. 關於期數的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為：www.ozp.tpb.gov.hk
 2. 指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿的文本存放在指明住宅物業的售樓處，以供閱覽。無須為閱覽付費。
1. The address of the website on which copies of the outline zoning plans relating to the Phase are available is: www.ozp.tpb.gov.hk.
 2. A copy of the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold is available for inspection at the place at which the specified residential property is offered to be sold. The inspection is free of charge.

裝置、裝修物料及設備 Fittings, finishes and appliances

1. 外部裝修物料	
細項	描述
(a) 外牆	基座：外牆瓦、天然石材、鋁質掛板、鋁質格柵、外牆油漆、垂直綠化牆、玻璃外牆及鋁質百葉。 大廈：磁磚、玻璃及鋁質掛板。
(b) 窗	窗框用料：氟化碳噴塗鋁質窗框。 玻璃用料：單片顏色玻璃、單片顏色酸蝕玻璃或夾層強化玻璃。
(c) 窗台	不適用。
(d) 花槽	不適用。
(e) 陽台或露台	不適用。
(f) 乾衣設施	沒有。
2. 室內裝修物料	
細項	描述
(a) 大堂	<u>入口大堂</u> 牆壁： 外露位置鋪砌天然石材、裝飾鏡面、不銹鋼飾面、膠板飾面及木皮飾面至假天花。 天花板： 外露位置裝設木製假天花及石膏板假天花批灰髹乳膠漆。 地板： 外露位置鋪砌天然石材。 <u>住宅樓層標準電梯大堂</u> 牆壁： 外露位置鋪砌天然石材、瓷磚、不銹鋼飾面、裝飾鏡面及裝飾玻璃至假天花。 天花板： 外露位置裝設不銹鋼及石膏板假天花批灰髹乳膠漆。 地板： 外露位置鋪砌瓷磚。
(b) 內牆及天花板	<u>客廳、飯廳及睡房</u> 牆壁： 外露位置批灰髹乳膠漆。 天花板： 外露位置批灰髹乳膠漆、石膏板假天花批灰髹乳膠漆。

1. Exterior finishes	
Item	Description
(a) External wall	Podium: external wall tiles, natural stone, aluminum cladding, aluminum grille, external paint, vertical green wall, glass wall and aluminum louvre. Tower: ceramic tiles, glass and aluminium cladding.
(b) Window	Material of frame: Aluminum frame with fluorocarbon coating. Material of glass: monolithic tinted glass, monolithic tinted acid-etched glass or laminated tempered glass.
(c) Bay window	Not applicable.
(d) Planter	Not applicable.
(e) Verandah or balcony	Not applicable.
(f) Drying facilities for clothing	Nil.
2. Interior finishes	
Item	Description
(a) Lobby	<u>Entrance Lobby</u> Wall: Natural stone, decorative mirror, stainless steel finishes, plastic laminate finishes and timber veneer finishes on exposed surface up to false ceiling level. Ceiling: Timber false ceiling and gypsum board false ceiling plastered and painted with emulsion paint on exposed surface. Floor: Natural stone on exposed surface. <u>Typical Lift Lobby on Residential Floors</u> Wall: Natural stone, porcelain tile, stainless steel finishes, decorative mirror and decorative glass on exposed surface up to false ceiling level. Ceiling: Suspended stainless steel and gypsum board false ceiling, plastered and painted with emulsion paint on exposed surface. Floor: Porcelain tile on exposed surface.
(b) Internal wall and ceiling	<u>Living Room, Dining Room and Bedrooms</u> Wall: Skim coat plaster with emulsion paint on exposed surfaces. Ceiling: Skim coat plaster with emulsion paint on exposed surfaces, gypsum board false ceiling plastered and painted with emulsion paint.

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(c) 內部地板	<p>客廳、飯廳及睡房 複合木地板連複合木牆腳線。</p>	(c) Internal floor	<p><u>Living Room, Dining Room and Bedrooms</u> Engineered timber flooring and engineered timber skirting.</p>
(d) 浴室	<p><u>所有浴室 (A、B及E單位主人浴室除外)</u> 牆壁： 外露位置鋪砌瓷磚及天然石材至假天花。</p> <p>天花板： 裝設鋁質假天花及鋁質百葉。</p> <p>地板： 外露位置鋪砌天然石材。</p> <p><u>A、B及E單位主人浴室</u> 牆壁： 外露位置鋪砌天然石材至假天花。</p> <p>天花板： 裝設鋁質假天花及鋁質百葉。</p> <p>地板： 外露位置鋪砌天然石材。</p>	(d) Bathroom	<p><u>All bathrooms (except Master Bathroom of Flats A, B and E)</u> Wall: Finished with porcelain tiles and natural stone on exposed surfaces up to false ceiling level.</p> <p>Ceiling: Finished with aluminum false ceiling panel with aluminum louvre.</p> <p>Floor: Finished with natural stone on exposed surfaces.</p> <p><u>Master Bathroom of Flats A, B and E</u> Wall: Finished with natural stone on exposed surfaces up to false ceiling level.</p> <p>Ceiling: Finished with aluminum false ceiling panel with aluminum louvre.</p> <p>Floor: Finished with natural stone on exposed surfaces.</p>
(e) 廚房	<p><u>廚房 (適用於A、B、D及E單位)</u> 牆壁： 外露位置鋪砌瓷磚、裝飾玻璃及不銹鋼板至假天花或吊櫃底。</p> <p>天花板： 裝設鋁質假天花。</p> <p>地板： 鋪砌瓷磚。</p> <p>灶台為實心面料檯面。</p> <p><u>開放式廚房 (適用於C、F、G、H、J及K單位)</u> 牆壁： 外露位置鋪砌瓷磚、裝飾玻璃及不銹鋼板至假天花或吊櫃底。</p> <p>天花板： 裝設石膏板假天花。</p> <p>地板： F、G、H、J及K單位鋪砌複合木地板。C單位地板鋪砌瓷磚。</p> <p>灶台為實心面料檯面。</p>	(e) Kitchen	<p><u>Kitchen (applicable to Flats A, B, D and E)</u> Wall: Finished with porcelain tiles, decorative glass and stainless steel panel on exposed surfaces up to false ceiling level or the bottom of the hanging cabinet.</p> <p>Ceiling: Aluminium false ceiling.</p> <p>Floor: Finished with porcelain tiles.</p> <p>Cooking bench is finished with solid surfacing material.</p> <p><u>Open Kitchen (applicable to Flats C, F, G, H, J and K)</u> Wall: Finished with porcelain tiles, decorative glass and stainless steel panel on exposed surfaces up to false ceiling level or the bottom of the hanging cabinet.</p> <p>Ceiling: Gypsum board false ceiling.</p> <p>Floor: Finished with engineered timber flooring for Flats F, G, H, J and K. Finished with porcelain tiles for Flat C.</p> <p>Cooking bench is finished with solid surfacing material.</p>

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3. 室內裝置	
細項	描述
(a) 門	<p><u>大門</u> 膠板飾面防火實心木門。門頁裝有裝飾金屬條、防盜眼、氣鼓、門鉸、電子門鎖及手柄。</p> <p><u>睡房門</u> 膠板飾面空心木門。門頁裝有裝飾金屬條、門鉸、門鎖及手柄。</p> <p><u>廚房門 (開放式廚房除外)</u> 膠板飾面防火實心木門。門頁裝有防火玻璃視窗、裝飾金屬條、氣鼓、門鉸及手柄。</p> <p>開放式廚房不設廚房門。</p> <p><u>浴室門</u> 膠板飾面空心木門。門頁裝有木百頁、裝飾金屬條、門鉸、門鎖及手柄。</p> <p><u>儲物房門</u> B單位儲物房門： 膠板飾面空心木門。門頁裝有裝飾金屬條、氣鼓、門鉸、門鎖及手柄。</p> <p>A及E單位儲物房門： 膠板飾面空心木門。門頁裝有木百葉、裝飾金屬條、門鉸、門鎖及手柄。</p> <p><u>私人天台門</u> 鋁質閘門，門頁裝有門鉸及門鎖。</p>
(b) 浴室	<p><u>A、B、C、D、E及G單位浴室</u> 設有鏡櫃、膠板及不銹鋼飾面木製面盤櫃、搪瓷面盆配天然石材檯面連鍍鉻洗手盆水龍頭、搪瓷坐廁配膠廁板連水箱、瓷釉鋼浴缸 (有關設有浴缸之單位及浴缸之尺寸，請參考「有關浴缸尺寸之列表」) 及配以鍍鉻水龍頭和鍍鉻花灑套裝。浴室配件包括鍍鉻毛巾架、鍍鉻毛巾環、鍍鉻廁紙架、鍍鉻掛衣鉤及金屬浴簾路軌。</p> <p><u>F、H及J單位浴室</u> 設有鏡櫃、膠板及不銹鋼飾面木製面盤櫃、搪瓷面盆配天然石材檯面連鍍鉻洗手盆水龍頭、搪瓷坐廁配膠廁板連水箱。設置強化玻璃淋浴間隔及淋浴門及配以鍍鉻水龍頭和鍍鉻花灑套裝。浴室配件包括鍍鉻毛巾掛桿、鍍鉻毛巾環、鍍鉻廁紙架及鍍鉻掛衣鉤及金屬浴簾路軌。塑膠面電熱水爐遙控器。</p>

3. Interior fittings	
Item	Description
(a) Doors	<p><u>Entrance Door</u> Fire rated timber solid core door with plastic laminate finish. Door panel fitted with decorative metal inlay, door viewer, door closer, door hinges and electronic lockset with handle.</p> <p><u>Bedroom Door</u> Timber hollow core door with plastic laminate finish. Door panel fitted with decorative metal inlay, door hinge, lockset and handle.</p> <p><u>Kitchen Door (except Open Kitchen)</u> Fire rated timber solid core door with plastic laminate finish. Door panel fitted with fire-rated glass vision panel, decorative metal inlay, door closer, door hinge and handle.</p> <p>No kitchen door is provided for Open Kitchen.</p> <p><u>Bathroom Door</u> Timber hollow core door with plastic laminate finish. Door panel fitted with timber louvre, decorative metal inlay, door hinge, lockset and handle.</p> <p><u>Storeroom Door</u> Storeroom Door of Flat B: Timber hollow core door with plastic laminate finish. Door panel fitted with decorative metal inlay, door closer, door hinge, lockset and handle.</p> <p>Storeroom Door of Flats A and E: Timber hollow core door with plastic laminate finish. Door panel fitted with timber louvre, decorative metal inlay, door hinge, lockset and handle.</p> <p><u>Private Roof Door</u> Aluminium gate. Door panel fitted with door hinge and lockset.</p>
(b) Bathroom	<p><u>Bathroom of Flats A, B, C, D, E and G</u> Equipped with mirror cabinet, wooden basin cabinet with plastic laminate and stainless steel finish, vitreous china wash basin with natural stone counter top and chrome-plated basin mixer; vitreous china flushing water closet with plastic seat and cover. Enamelled steel bathtub (Please refer to “Table for the size of bathtub” for units with bathtub and the size of bathtub.) with chrome-plated bath mixer and shower set. Accessories include chrome-plated towel rack, chrome-plated towel ring, chrome-plated paper holder, chrome-plated robe hook and metal shower curtain rail.</p> <p><u>Bathroom of Flats F, H and J</u> Equipped with mirror cabinet, wooden basin cabinet with plastic laminate and stainless steel finish, vitreous china wash basin with natural stone counter top and chrome-plated basin mixer; vitreous china flushing water closet with plastic seat and cover. Fitted with tempered glass partition for shower space and shower door with chrome plated shower mixer and shower set. Accessories include chrome-plated towel bar, chrome-plated towel ring, chrome-plated paper holder, chrome plated robe hook and metal shower curtain rail. Plastic finished remote controller for electric water heater.</p>

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(b) 浴室	<u>K單位浴室</u> 設有鏡櫃、膠板及不銹鋼飾面木製面盤櫃、搪瓷面盆配天然石材檯面連鍍鉻洗手盆水龍頭、搪瓷坐廁配膠廁板連水箱。設置強化玻璃淋浴間隔及淋浴門及配以鍍鉻水龍頭和鍍鉻花灑套裝。浴室配件包括鍍鉻毛巾環、鍍鉻廁紙架及鍍鉻掛衣鈎。
(c) 廚房	<u>廚房及開放式廚房</u> 選用木製廚櫃配以膠面門板，並配以實心面料檯面、不銹鋼洗滌盆及鍍鉻冷熱水龍頭。F、G、H、J及K單位開放式廚房配備木製櫃連木摺檯。 供水系統的用料見下文「供水」一欄。 其他裝置及設備的類型：安裝在開放式廚房（如適用）內的消防裝置及設備 — 消防花灑頭；安裝在開放式廚房（如適用）附近的消防裝置及設備 — 煙霧探測器。
(d) 睡房	沒有裝置提供。
(e) 電話	客廳及所有睡房均裝有電話插座。有關接駁點之數目及位置，請參考「住宅單位機電裝置數量說明表」。
(f) 天線	客廳及所有睡房均裝有電視/電台天線插座。有關接駁點之數目及位置，請參考「住宅單位機電裝置數量說明表」。
(g) 電力裝置	客廳、飯廳、睡房、廚房、儲物房及浴室均裝有安全電插座。導管部份隱藏，部份外露。所有外露導管均安裝於假天花、裝飾橫樑及廚櫃內。每戶均裝有配電箱及包括漏電保護器。有關電插座及空調機接駁點之數目及位置，請參考「住宅單位機電裝置數量說明表」。
(h) 氣體供應	煤氣（只適用於1樓至27樓A、B、D單位及2樓至27樓E單位，其他單位無氣體供應）。氣體供應之系統及位置，請參考「住宅單位機電裝置數量說明表」。
(i) 洗衣機接駁點	洗衣機接駁點之位置及設計，請參考「住宅單位機電裝置數量說明表」。
(j) 供水	冷熱水喉管均採用有膠層保護之銅喉。浴室及廚房均有熱水供應。浴室及廚房之熱水由煤氣熱水爐或電熱水爐提供。水管部份隱藏、部份外露。所有單位內之外露喉管均安裝於假天花、裝飾橫樑及/或櫃內。

(b) Bathroom	<u>Bathroom of Flat K</u> Equipped with cabinet, wooden basin cabinet with plastic laminate and stainless steel finish, vitreous china wash basin with natural stone counter top and chrome-plated basin mixer; vitreous china flushing water closet with plastic seat and cover. Fitted with tempered glass partition for shower space and shower door with chrome plated shower mixer and shower set. Accessories include chrome-plated towel ring, chrome-plated paper holder and chrome plated robe hook.
(c) Kitchen	<u>Kitchen and Open Kitchen</u> Wooden kitchen cabinet equipped with plastic finished door panel. Countertop finished with solid surfacing material. Fitted with stainless steel sink, chrome plated hot and cold water faucet. Open Kitchen in Flats F, G, H, J and K equipped with wooden cabinet fitted with wooden foldable table. See "Water supply" below for material of water supply system. Type of other fittings and equipment: fire service installations and equipment fitted in Open Kitchen (if applicable) - fire services sprinkler head; fire service installations and equipment fitted near Open Kitchen (if applicable) - smoke detector.
(d) Bedroom	No fittings are provided.
(e) Telephone	Telephone outlets are provided in living room and all bedrooms. For the number and the location of collection points, please refer to the "Schedule of Electrical & Mechanical Provisions of Residential Units".
(f) Aerials	FM / TV outlets for local FM / TV programs are provided in living room and all bedrooms. For the number and the location of collection points, please refer to the "Schedule of Electrical & Mechanical Provisions of Residential Units".
(g) Electrical installations	General-use socket outlets are provided in all living rooms, dining rooms, bedrooms, kitchens, storerooms and bathrooms. Conduits are concealed in part and exposed in part. All exposed conduits enclosed in false ceiling, bulkhead and kitchen cabinets. MCB board complete with residual current protection is provided for each unit. For the number and the location of power points and air-conditioner points, please refer to the "Schedule of Electrical & Mechanical Provisions of Residential Units".
(h) Gas supply	Town Gas (applicable to Flats A, B and D from 1/F to 27/F and Flat E from 2/F to 27/F. No gas supply in other units). Please refer to the "Schedule of Electrical & Mechanical Provisions of Residential Units" for the system and the location of gas supply.
(i) Washing machine connection point	Please refer to the "Schedule of Electrical & Mechanical Provisions of Residential Units" for the location and design of the washing machine connection points.
(j) Water supply	PVC-coated copper pipes are used for both hot and cold water pipes. Hot water is available for bathroom and kitchen. Hot water supply to bathroom and kitchen is provided by town gas water heater or electric water heater. Water pipes are concealed in part and exposed in part. All exposed water pipes inside the units are enclosed in false ceiling, bulkhead and/or cabinets.

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4. 雜項																															
細項	描述																														
(a) 升降機	升降機如下所示： 第1座為"迅達" / "型號：Schindler 5500" 載客升降機：- 一部升降機到達地庫2樓、地庫1樓、地下及1樓至27樓各層 一部升降機到達地庫1樓、地下及1樓至27樓各層																														
(b) 信箱	金屬信箱。																														
(c) 垃圾收集	垃圾及物料回收室位於每層住宅樓層，由清潔工人收集垃圾。 垃圾及物料回收房設於地下。																														
(d) 水錶、電錶及氣體錶	<p>➤ 獨立煤氣錶均安裝在以下單位的廚房：</p> <table border="1"> <thead> <tr> <th>座數</th> <th>樓層</th> <th>單位</th> </tr> </thead> <tbody> <tr> <td rowspan="2">第1座</td> <td>1樓至27樓</td> <td>A、B及D</td> </tr> <tr> <td>2樓至27樓</td> <td>E</td> </tr> </tbody> </table> <p>➤ 各單位的獨立電錶安裝位置如下：</p> <table border="1"> <thead> <tr> <th>座數</th> <th>樓層</th> <th>單位</th> <th>電錶位置</th> </tr> </thead> <tbody> <tr> <td rowspan="2">第1座</td> <td>1樓至27樓</td> <td>A、B、C、D、G、 H、J及K</td> <td>同層電錶房</td> </tr> <tr> <td>2樓至27樓</td> <td>E及F</td> <td>同層電錶房</td> </tr> </tbody> </table> <p>➤ 各單位的獨立水錶安裝位置如下：</p> <table border="1"> <thead> <tr> <th>座數</th> <th>樓層</th> <th>單位</th> <th>水錶位置</th> </tr> </thead> <tbody> <tr> <td rowspan="2">第1座</td> <td>1樓至27樓</td> <td>A、B、C、D、G、 H、J及K</td> <td>同層水錶櫃</td> </tr> <tr> <td>2樓至27樓</td> <td>E及F</td> <td>同層水錶櫃</td> </tr> </tbody> </table>	座數	樓層	單位	第1座	1樓至27樓	A、B及D	2樓至27樓	E	座數	樓層	單位	電錶位置	第1座	1樓至27樓	A、B、C、D、G、 H、J及K	同層電錶房	2樓至27樓	E及F	同層電錶房	座數	樓層	單位	水錶位置	第1座	1樓至27樓	A、B、C、D、G、 H、J及K	同層水錶櫃	2樓至27樓	E及F	同層水錶櫃
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5. 保安設施	入口大堂及所有升降機內均裝有閉路電視鏡頭。大樓入口設有訪客對講機連八達通卡及二維碼控制系統開啟大堂大門。 期數設有車輛管控系統。																														
6. 設備	設備的品牌名稱及產品型號，請參閱「設備說明表」。																														

賣方承諾，如期數中沒有安裝分別於第4(a)及6項指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。

4. Miscellaneous																															
Item	Description																														
(a) Lifts	Lifts are provided as follows: Tower 1 lift model "Schindler" / "Model: Schindler 5500" passenger lifts:- 1 no. of lift serving each floor of B2/F, B1/F, G/F, 1/F to 27/F 1 no. of lift serving each floor of B1/F, G/F, 1/F to 27/F																														
(b) Letter box	Metal letter box.																														
(c) Refuse collection	Refuse Storage and Material Recovery Room is located at each residential floor for collection of refuse by cleaners. Refuse Storage and Material Recovery Chamber is located on G/F.																														
(d) Water meter, electricity meter and gas meter	<p>➤ Separate town gas meter is provided in the kitchen of the following units:</p> <table border="1"> <thead> <tr> <th>Tower</th> <th>Floor</th> <th>Flat</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Tower 1</td> <td>1/F to 27/F</td> <td>A, B and D</td> </tr> <tr> <td>2/F to 27/F</td> <td>E</td> </tr> </tbody> </table> <p>➤ Separate electricity meter is provided for each unit as follows:</p> <table border="1"> <thead> <tr> <th>Tower</th> <th>Floor</th> <th>Flat</th> <th>Electricity Meter Location</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Tower 1</td> <td>1/F to 27/F</td> <td>A, B, C, D, G, H, J and K</td> <td>Electrical Meter Room (same floor)</td> </tr> <tr> <td>2/F to 27/F</td> <td>E and F</td> <td>Electrical Meter Room (same floor)</td> </tr> </tbody> </table> <p>➤ Separate water meter is provided for each unit as follows:</p> <table border="1"> <thead> <tr> <th>Tower</th> <th>Floor</th> <th>Flat</th> <th>Water Meter Location</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Tower 1</td> <td>1/F to 27/F</td> <td>A, B, C, D, G, H, J and K</td> <td>Water Meter Cabinet (same floor)</td> </tr> <tr> <td>2/F to 27/F</td> <td>E and F</td> <td>Water Meter Cabinet (same floor)</td> </tr> </tbody> </table>	Tower	Floor	Flat	Tower 1	1/F to 27/F	A, B and D	2/F to 27/F	E	Tower	Floor	Flat	Electricity Meter Location	Tower 1	1/F to 27/F	A, B, C, D, G, H, J and K	Electrical Meter Room (same floor)	2/F to 27/F	E and F	Electrical Meter Room (same floor)	Tower	Floor	Flat	Water Meter Location	Tower 1	1/F to 27/F	A, B, C, D, G, H, J and K	Water Meter Cabinet (same floor)	2/F to 27/F	E and F	Water Meter Cabinet (same floor)
Tower	Floor	Flat																													
Tower 1	1/F to 27/F	A, B and D																													
	2/F to 27/F	E																													
Tower	Floor	Flat	Electricity Meter Location																												
Tower 1	1/F to 27/F	A, B, C, D, G, H, J and K	Electrical Meter Room (same floor)																												
	2/F to 27/F	E and F	Electrical Meter Room (same floor)																												
Tower	Floor	Flat	Water Meter Location																												
Tower 1	1/F to 27/F	A, B, C, D, G, H, J and K	Water Meter Cabinet (same floor)																												
	2/F to 27/F	E and F	Water Meter Cabinet (same floor)																												
5. Security facilities	C.C.T.V. cameras are provided for main entrance lobby and all lift cars. Visitor panel with Octopus card and QR code access control to open main entrance door are provided at main entrance. Vehicular Control System is installed at the Phase.																														
6. Appliances	For brand names and model numbers of appliances, please refer to "Appliances Schedule" below.																														

The Vendor hereby undertakes that if lifts or appliances of the specified brand name or model number as stated respectively in items 4(a) and 6 are not installed in the Phase, lifts or appliances of comparable quality will be installed.

Remark: Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.

裝置、裝修物料及設備 Fittings, finishes and appliances

設備說明表 Appliances Schedule

設備 Appliance	品牌名稱 Brand Name	產品型號 Model Number	第1座 Tower 1																													
			A	B	C	D	G	H	J	K	A	B	C	D	E	F	G	H	J	K	A	B	C	D	E	F	G	H	J	K		
			1樓 1/F							2樓 2/F							3樓至27樓 3/F to 27/F															
雪櫃 Refrigerator	Gaggenau	RB280304	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
抽油煙機 Cooker Hood	Gaggenau	AF210162	-	-	✓	-	✓	✓	✓	✓	-	-	✓	-	-	✓	✓	✓	✓	✓	-	-	✓	-	-	✓	✓	✓	✓	✓	✓	
	Gaggenau	AW240191	✓	✓	-	✓	-	-	-	-	✓	✓	-	✓	✓	-	-	-	-	-	✓	✓	-	✓	✓	-	-	-	-	-		
電煮食爐 Electric Induction Cooker	Gaggenau	VI232121	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
煤氣煮食爐(單頭) Gas Hob (Single Burner)	Gaggenau	VG231320HK	✓	✓	-	✓	-	-	-	-	✓	✓	-	✓	✓	-	-	-	-	-	✓	✓	-	✓	✓	-	-	-	-	-		
蒸焗爐 Combi Steam Oven	Gaggenau	BSP250111	✓	-	✓	-	✓	✓	✓	✓	✓	-	✓	-	-	✓	✓	✓	✓	✓	✓	-	✓	-	-	✓	✓	✓	✓	✓		
		BSP251111	-	✓	-	✓	-	-	-	-	-	✓	-	✓	✓	-	-	-	-	-	-	✓	-	✓	✓	-	-	-	-	-		
洗衣/乾衣機 Washer / Dryer	Gaggenau	WD200140	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
煤氣熱水爐 Towngas Water Heater	TGC	TRJW162TFQL	-	-	-	✓	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-	-		
		TRJW222TFQL	✓	✓	-	-	-	-	-	-	✓	✓	-	-	✓	-	-	-	-	-	✓	✓	-	-	✓	-	-	-	-	-		
電熱水爐 Electric Water Heater	斯寶亞創 Stiebel Eltron	DHB-E 18/21/24 LCD	-	-	✓	-	✓	✓	✓	✓	-	-	✓	-	-	✓	✓	✓	✓	✓	-	-	✓	-	-	✓	✓	✓	✓	✓		
浴室寶 Thermo Ventilator	樂聲 Panasonic	FV-40BE3H2	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		
抽氣扇 Exhaust Air Fan	通用電器 Gelec	DPT15-34H	✓	✓	-	✓	-	-	-	-	✓	✓	-	✓	✓	-	-	-	-	-	✓	✓	-	✓	✓	-	-	-	-	-		

備註：

- 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。
- 上表“-”代表不適用。
- “✓”表示此設備於該住宅單位內提供及安裝。

Remarks:

- Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.
- The symbol "-" as shown in the above table denotes "Not Applicable".
- "✓" means such appliance(s) is/are provided and installed in the residential unit.

裝置、裝修物料及設備 Fittings, finishes and appliances

設備說明表 Appliances Schedule

設備 Appliance	品牌名稱 Brand Name	產品型號 Model Number	第1座 Tower 1																												
			A	B	C	D	G	H	J	K	A	B	C	D	E	F	G	H	J	K	A	B	C	D	E	F	G	H	J	K	
			1樓 1/F								2樓 2/F								3樓至27樓 3/F to 27/F												
空調室內機 A/C Unit (Indoor Unit)	東芝 Toshiba	RAS-10J2KCV-HK	-	-	-	-	✓	✓	✓	-	-	-	-	-	-	✓	✓	✓	✓	-	-	-	-	-	-	-	✓	✓	✓	✓	-
	東芝 Toshiba	RAS-13J2KCV-HK	-	✓	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-
	東芝 Toshiba	RAS-18J2KCV-HK	-	-	-	✓	✓	✓	✓	-	-	-	-	✓	-	✓	✓	✓	✓	-	-	-	-	✓	-	✓	✓	✓	✓	-	
	東芝 Toshiba	RAS-22J2KCV-HK	-	-	✓	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	
	東芝 Toshiba	RAS-M10N4KCV	✓	✓	✓	✓	-	-	-	✓	✓	✓	✓	✓	✓	-	-	-	-	✓	✓	✓	✓	✓	✓	✓	-	-	-	-	✓
	東芝 Toshiba	RAS-M13N4KCV	✓	✓	-	-	-	-	-	-	✓	✓	-	-	✓	-	-	-	-	-	✓	✓	-	-	✓	-	-	-	-	-	
	東芝 Toshiba	RAS-M18N4KCV	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	-	✓
空調室外機 A/C Unit (Outdoor Unit)	東芝 Toshiba	RAS-10J2ACV-HK	-	-	-	-	✓	✓	✓	-	-	-	-	-	-	✓	✓	✓	✓	-	-	-	-	-	-	-	✓	✓	✓	✓	-
	東芝 Toshiba	RAS-13J2ACV-HK	-	✓	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	
	東芝 Toshiba	RAS-18J2ACV-HK	-	-	-	✓	✓	✓	✓	-	-	-	-	✓	-	✓	✓	✓	✓	-	-	-	-	✓	-	✓	✓	✓	✓	-	
	東芝 Toshiba	RAS-22J2ACV-HK	-	-	✓	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	
	東芝 Toshiba	RAS-2M18J2ACV-HK	-	✓	✓	✓	-	-	-	-	-	✓	✓	✓	-	-	-	-	-	-	-	✓	✓	✓	-	-	-	-	-	-	
	東芝 Toshiba	RAS-3M20S3ACV	✓	✓	-	-	-	-	-	-	✓	✓	-	-	✓	-	-	-	-	-	✓	✓	-	-	✓	-	-	-	-	-	
	東芝 Toshiba	RAS-4M26S3ACV	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	✓	

備註：

- 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。
- 上表“-”代表不適用。
- “✓”表示此設備於該住宅單位內提供及安裝。

Remarks:

- Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.
- The symbol "-" as shown in the above table denotes "Not Applicable".
- "✓" means such appliance(s) is/are provided and installed in the residential unit.

裝置、裝修物料及設備 Fittings, finishes and appliances

有關浴缸尺寸之列表 Table for the size of bathtub

座數 Tower	樓層 Floor	單位 Flat	浴室 Bathroom	浴缸尺寸 Size of bathtub	
				1500毫米(長) x 700毫米(闊) x 390毫米(深) 1500mm (L) x 700mm (W) x 390mm (D)	1750毫米(長) x 750毫米(闊) x 420毫米(深) 1750mm (L) x 750mm (W) x 420mm (D)
第1座 Tower 1	1樓 1/F	A	主人浴室 Master Bathroom	-	✓
			浴室 Bathroom	✓	-
		B	主人浴室 Master Bathroom	-	✓
			浴室 Bathroom	-	✓
		C	浴室 Bathroom	-	✓
		D	浴室 Bathroom	✓	-
		G	浴室 Bathroom	✓	-
		H	浴室 Bathroom	-	-
		J	浴室 Bathroom	-	-
		K	浴室 Bathroom	-	-

座數 Tower	樓層 Floor	單位 Flat	浴室 Bathroom	浴缸尺寸 Size of bathtub	
				1500毫米(長) x 700毫米(闊) x 390毫米(深) 1500mm (L) x 700mm (W) x 390mm (D)	1750毫米(長) x 750毫米(闊) x 420毫米(深) 1750mm (L) x 750mm (W) x 420mm (D)
第1座 Tower 1	2樓至27樓 2/F - 27/F	A	主人浴室 Master Bathroom	-	✓
			浴室 Bathroom	✓	-
		B	主人浴室 Master Bathroom	-	✓
			浴室 Bathroom	-	✓
		C	浴室 Bathroom	-	✓
		D	浴室 Bathroom	✓	-
		E	主人浴室 Master Bathroom	-	✓
			浴室 Bathroom	✓	-
		F	浴室 Bathroom	-	-
		G	浴室 Bathroom	✓	-
		H	浴室 Bathroom	-	-
		J	浴室 Bathroom	-	-
		K	浴室 Bathroom	-	-

備註：

- 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。
- 上表“-”代表不適用。
- “✓”表示此設備於該住宅單位內提供及安裝。

Remarks:

- Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.
- The symbol "-" as shown in the above table denotes "Not Applicable".
- "✓" means such appliance(s) is/are provided and installed in the residential unit.

裝置、裝修物料及設備 Fittings, finishes and appliances

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

		座數 Tower	第1座 Tower 1																													
		單位 Flat	A	B	C	D	G	H	J	K	A	B	C	D	E	F	G	H	J	K	A	B	C	D	E	F	G	H	J	K		
		樓層 Floor	1樓 1/F							2樓至26樓 2/F-26/F										27樓 27/F												
升降機大堂 Lift Lobby	門鈴按鈕 Door Bell Push Button		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
客廳 Living Room	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit		1	1	1	1					1	1	1	1	1							1	1	1	1	1						
	13A雙位電插座 13A Twin Socket Outlet		2	2	2	2					2	2	2	2	2							2	2	2	2	2						
	電視 / 電台天線插座 TV/FM Outlet		2	2	2	2					2	2	2	2	2							2	2	2	2	2						
	電話插座 Telephone Outlet		2	2	2	2					2	2	2	2	2							2	2	2	2	2						
	總數據位 Incoming Data Outlet		1	1	1	1					1	1	1	1	1							1	1	1	1	1						
	數據位 Data Outlet		1	1	1	1					1	1	1	1	1							1	1	1	1	1						
	浴室寶開關掣 Switch for Thermo Ventilator		1	-	-	-					1	-	-	-	1							1	-	-	-	1						
	抽氣扇開關掣 Switch for Exhaust Air Fan		1	-	-	-					1	-	-	-	-							1	-	-	-	-						
	燈掣 Lighting Switch		4	-	-	-					4	-	-	-	3							4	-	-	-	3						
	燈位 Lighting Point		2	1	1	1					2	1	1	1	2							2	1	1	1	2						
飯廳 Dining Room	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit		1	1	-	-					1	1	-	-	1						1	1	-	-	1							
	13A雙位電插座 13A Twin Socket Outlet		1	1	1	1					1	1	1	1	1						1	1	1	1	1							
	浴室寶開關掣 Switch for Thermo Ventilator		-	1	1	1					-	1	1	1	-						-	1	1	1	-							
	抽氣扇開關掣 Switch for Exhaust Air Fan		-	1	-	1					-	1	-	1	1						-	1	-	1	1							
	電熱水爐開關掣 Switch for Electric Water Heater		-	-	1	-					-	-	1	-	-						-	-	1	-	-							
	燈掣 Lighting Switch		3	6	8	6					3	6	8	6	4						3	6	8	6	4							
	燈位 Lighting Point		2	2	2	2					2	2	2	2	2						2	2	2	2	2							
	門鈴 Door Bell		1	1	1	1					1	1	1	1	1						1	1	1	1	1							

備註：

- 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。
- 上表“1, 2...”表示提供於該單位內的裝置數量。
- 上表“-”代表不適用。

Remarks:

- Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.
- "1, 2..." denotes the quantity of such provision(s) provided in the residential unit.
- The symbol "-" as shown in the above table denotes "Not Applicable".

裝置、裝修物料及設備 Fittings, finishes and appliances

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

		座數 Tower		第1座 Tower 1																													
		單位 Flat		A	B	C	D	G	H	J	K	A	B	C	D	E	F	G	H	J	K	A	B	C	D	E	F	G	H	J	K		
		樓層 Floor		1樓 1/F					2樓至26樓 2/F-26/F										27樓 27/F														
客廳及飯廳 Living & Dining Room	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit					1	1	1	1								1	1	1	1	1								1	1	1	1	1
	13A單位電插座 13A Single Socket Outlet					1	-	-	2								1	1	-	-	2								1	1	-	-	2
	13A雙位電插座 13A Twin Socket Outlet					3	2	2	3								2	3	2	2	3								2	3	2	2	3
	電視 / 電台天線插座 TV/FM Outlet					2	2	2	2								2	2	2	2	2								2	2	2	2	2
	電話插座 Telephone Outlet					2	2	2	2								2	2	2	2	2								2	2	2	2	2
	總數據位 Incoming Data Outlet					1	1	1	1								1	1	1	1	1								1	1	1	1	1
	數據位 Data Outlet					1	1	1	1								1	1	1	1	1								1	1	1	1	1
	浴室寶開關掣 Switch for Thermo Ventilator					-	1	1	1								1	-	1	1	1								1	-	1	1	1
	電熱水爐開關掣 Switch for Electric Water Heater					-	1	1	1								1	-	1	1	1								1	-	1	1	1
	燈掣 Lighting Switch					4	6	6	6								6	4	6	6	6								6	4	6	6	6
	燈位 Lighting Point					2	2	2	2								2	2	2	2	2								2	2	2	2	2
	裝有熔斷器接線電掣 Fused Connection Unit					1	-	-	1								-	1	-	-	1								-	1	-	-	1
	洗衣機來水位 (來水位, 設計為直徑22毫米) Washing Machine Connection Point (Water Inlet of a design of 22mm in diameter)					-	-	-	1								-	-	-	-	1								-	-	-	-	1
	洗衣機去水位 (去水位, 設計為直徑40毫米) Washing Machine Connection Point (Water Outlet of a design of 40mm in diameter)					-	-	-	1								-	-	-	-	1								-	-	-	-	1
門鈴 Door Bell					1	1	1	1								1	1	1	1	1								1	1	1	1	1	
主人睡房 Master Bedroom	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	1	1	1	1	不適用 N/A	1	1	1	1	1	不適用 N/A	1	1	1	1	1	不適用 N/A	1	1	1	1	1										
	13A雙位電插座 13A Twin Socket Outlet	2	2	2	2		2	2	2	2	2		2	2	2	2	2																
	電視 / 電台天線插座 TV/FM Outlet	1	1	1	1		1	1	1	1	1		1	1	1	1	1																
	電話插座 Telephone Outlet	1	1	1	1		1	1	1	1	1		1	1	1	1	1																
	燈掣 Lighting Switch	3	3	1	1		3	3	1	1	3		3	3	1	1	3																
	燈位 Lighting Point	1	2	1	1		1	2	1	1	2		1	2	1	1	2																
	浴室寶開關掣 Switch for Thermo Ventilator	1	1	-	-		1	1	-	-	1		1	1	-	-	1																

備註：

- 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。
- 上表“1, 2...”表示提供於該單位內的裝置數量。
- 上表“-”代表不適用。

Remarks:

- Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.
- "1, 2..." denotes the quantity of such provision(s) provided in the residential unit.
- The symbol "-" as shown in the above table denotes "Not Applicable".

裝置、裝修物料及設備 Fittings, finishes and appliances

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

		座數 Tower		第1座 Tower 1																											
		單位 Flat		A	B	C	D	G	H	J	K	A	B	C	D	E	F	G	H	J	K	A	B	C	D	E	F	G	H	J	K
		樓層 Floor		1樓 1/F								2樓至26樓 2/F-26/F								27樓 27/F											
睡房 / 睡房 1 Bedroom / Bedroom 1	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	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雙位電插座 13A Twin Socket Outlet	1	1	1	1	2	2	2	2	1	1	1	1	1	2	2	2	2	2	1	1	1	1	1	1	2	2	2	2	2	2
	電視 / 電台天線插座 TV/FM Outlet	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
	電話插座 Telephone Outlet	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
	燈掣 Lighting Switch	1	1	1	1	3	1	1	1	1	1	1	1	1	1	3	1	1	1	1	1	1	1	1	1	1	3	1	1	1	1
	燈位 Lighting Point	1	1	1	1	2	1	1	1	1	1	1	1	1	1	2	1	1	1	1	1	1	1	1	1	2	1	1	1	1	
	浴室寶開關掣 Switch for Thermo Ventilator	-	-	-	-	1	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
電熱水爐開關掣 Switch for Electric Water Heater	-	-	-	-	1	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	1	-	-	-	-		
睡房 2 Bedroom 2	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	1	1	不適用 N/A								1	1	不適用 N/A								1	1	不適用 N/A							
	13A雙位電插座 13A Twin Socket Outlet	1	1	不適用 N/A								1	1	不適用 N/A								1	1	不適用 N/A							
	電視 / 電台天線插座 TV/FM Outlet	1	1	不適用 N/A								1	1	不適用 N/A								1	1	不適用 N/A							
	電話插座 Telephone Outlet	1	1	不適用 N/A								1	1	不適用 N/A								1	1	不適用 N/A							
	燈掣 Lighting Switch	1	1	不適用 N/A								1	1	不適用 N/A								1	1	不適用 N/A							
	燈位 Lighting Point	1	1	不適用 N/A								1	1	不適用 N/A								1	1	不適用 N/A							
主人浴室 Master Bathroom	13A單位電插座 13A Single Socket Outlet	1	1	不適用 N/A								1	1	不適用 N/A								1	1	不適用 N/A							
	浴室寶 Thermo Ventilator	1	1	不適用 N/A								1	1	不適用 N/A								1	1	不適用 N/A							
	燈位 Lighting Point	2	2	不適用 N/A								2	2	不適用 N/A								2	2	不適用 N/A							
	熱水爐溫度控制 Water Heater Temperature Remote Control	1	1	不適用 N/A								1	1	不適用 N/A								1	1	不適用 N/A							
	接線電掣 Connection Unit	1	1	不適用 N/A								1	1	不適用 N/A								1	1	不適用 N/A							
	裝有熔斷器接線電掣 Fused Connection Unit	1	1	不適用 N/A								1	1	不適用 N/A								1	1	不適用 N/A							

備註：

- 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。
- 上表“1, 2...”表示提供於該單位內的裝置數量。
- 上表“-”代表不適用。

Remarks:

- Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.
- "1, 2..." denotes the quantity of such provision(s) provided in the residential unit.
- The symbol "-" as shown in the above table denotes "Not Applicable".

裝置、裝修物料及設備 Fittings, finishes and appliances

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

		座數 Tower		第1座 Tower 1																																			
				單位 Flat								A B C D E F G H J K								A B C D E F G H J K								A B C D E F G H J K											
		樓層 Floor		1樓 1/F								2樓至26樓 2/F-26/F								27樓 27/F																			
				A	B	C	D	G	H	J	K	A	B	C	D	E	F	G	H	J	K	A	B	C	D	E	F	G	H	J	K								
浴室 Bathroom	13A單位電插座 13A Single Socket Outlet	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	1	1	1	1		
	電熱水爐 Electric Water Heater	-	-	1	-	1	1	1	1	-	-	1	-	-	1	1	1	1	1	-	-	1	-	-	1	1	1	1	1	-	-	1	-	-	1	1	1		
	浴室寶 Thermo Ventilator	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	1	1	1	1		
	燈位 Lighting Point	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	2	2	2	2	2	2	2		
	熱水爐溫度控制 Water Heater Temperature Remote Control	1	1	-	1	-	-	-	-	1	1	-	1	1	-	-	-	-	-	1	1	-	1	1	-	-	-	-	-	1	1	-	1	1	-	-	-		
	32A三相接觸器 32A TP Contactor	-	-	1	-	1	1	1	1	-	-	1	-	-	1	1	1	1	1	-	-	1	-	-	1	1	1	1	1	-	-	1	-	-	1	1	1		
	接線電掣 Connection Unit	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	1	1	1	1		
裝有熔斷器接線電掣 Fused Connection Unit	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	1	1	1	1			
廚房 / 開放式廚房 Kitchen / Open Kitchen	13A單位電插座 13A Single Socket Outlet	2	2	2	2	1	2	2	-	2	2	2	2	2	1	1	2	2	-	2	2	2	2	2	1	1	2	2	-	2	2	2	2	2	1	1	2	2	-
	13A雙位電插座 13A Twin Socket Outlet	2	2	2	2	1	2	2	1	2	2	2	2	2	2	1	2	2	1	2	2	2	2	2	2	1	2	2	1	2	2	2	2	2	1	2	2	1	
	洗衣機來水位 (來水位, 設計為直徑22毫米) Washing Machine Connection Point (Water Inlet of a design of 22mm in diameter)	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	1	1	-	
	洗衣機去水位 (去水位, 設計為直徑40毫米) Washing Machine Connection Point (Water Outlet of a design of 40mm in diameter)	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	1	1	-	
	燈位 Lighting Point	2	2	3	2	3	3	3	3	2	2	3	2	2	3	3	3	3	3	2	2	3	2	2	3	3	3	3	3	2	2	3	2	2	3	3	3	3	
	裝有熔斷器接線電掣 Fused Connection Unit	5	5	2	5	2	2	2	2	5	5	2	5	6	3	2	2	2	2	5	5	2	5	6	3	2	2	2	5	5	2	5	6	3	2	2	2		
	20A雙極開關掣 20A Double Pole Switch	2	2	3	2	2	2	2	2	2	2	3	2	2	2	2	2	2	2	2	2	3	2	2	2	2	2	2	2	2	3	2	2	2	2	2	2		
	總電掣箱 Miniature Circuit Breakers Board	-	-	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		
	煤氣自動讀錶接駁點 Towngas Automatic Meter Reading Connection Point	1	1	-	1	-	-	-	-	1	1	-	1	1	-	-	-	-	-	1	1	-	1	1	-	-	-	-	1	1	-	1	1	-	-	-	-		
	煤氣熱水爐 Towngas Water Heater	1	1	-	1	-	-	-	-	1	1	-	1	1	-	-	-	-	-	1	1	-	1	1	-	-	-	-	1	1	-	1	1	-	-	-	-		
抽氣扇 Exhaust Fan	1	1	-	1	-	-	-	-	1	1	-	1	1	-	-	-	-	-	1	1	-	1	1	-	-	-	-	1	1	-	1	1	-	-	-	-			

備註：

- 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。
- 上表“1, 2...”表示提供於該單位內的裝置數量。
- 上表“-”代表不適用。

Remarks:

- Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.
- "1, 2..." denotes the quantity of such provision(s) provided in the residential unit.
- The symbol "-" as shown in the above table denotes "Not Applicable".

裝置、裝修物料及設備 Fittings, finishes and appliances

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

座數 Tower		第1座 Tower 1																																							
		單位 Flat							A	B	C	D	E	F	G	H	J	K	1樓 1/F							2樓至26樓 2/F-26/F							27樓 27/F								
樓層 Floor		A	B	C	D	E	F	G	H	J	K	A	B	C	D	E	F	G	H	J	K	A	B	C	D	E	F	G	H	J	K										
儲物室 Storeroom	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	1	1									1	1			1						1	1			1						1	1			1					
	總電掣箱 Miniature Circuit Breakers Board	1	1									1	1			1						1	1			1						1	1			1					
	13A單位電插座 13A Single Socket Outlet	1	1									1	1	不適用 N/A		1						1	1	不適用 N/A		1						1	1	不適用 N/A		1					
	燈掣 Lighting Switch	1	1									1	1			1						1	1			1						1	1			1					
	燈位 Lighting Point	1	1									1	1			1						1	1			1						1	1			1					
冷氣機平台或基座 (近客廳 / 飯廳) A/C Platform or Plinth (Near Living Room/Dining Room)	空調機室外機接駁點 Air-conditioner point for A/C Outdoor Unit	1	-	2	-	-	-	-	-	-	-	1	-	2	-	-	-	-	-	-	-	1	-	2	-	-	-	-	-	-	-	1	-	2	-	-	-	-	-	-	-
冷氣機平台或基座 (近主人睡房) A/C Platform or Plinth (Near Master Bedroom)	空調機室外機接駁點 Air-conditioner point for A/C Outdoor Unit	-	2	-	2	-	-	-	-	-	-	-	2	-	2	2	-	-	-	-	-	-	2	-	2	2	-	-	-	-	-	-	2	-	2	2	-	-	-	-	-
冷氣機平台或基座 (近儲物室) A/C Platform or Plinth (Near Storeroom)	空調機室外機接駁點 Air-conditioner point for A/C Outdoor Unit	2	-	-	-	-	-	-	-	-	-	2	-	-	-	1	-	-	-	-	-	2	-	-	-	1	-	-	-	-	-	2	-	-	-	1	-	-	-	-	-
冷氣機平台或基座 (近睡房) A/C Platform or Plinth (Near Bedroom)	空調機室外機接駁點 Air-conditioner point for A/C Outdoor Unit	-	2	-	-	2	2	2	-	-	-	-	2	-	-	-	2	2	2	2	-	-	2	-	-	-	2	2	2	2	-	-	2	-	-	-	2	2	2	2	-
冷氣機平台或基座 (近浴室) A/C Platform or Plinth (Near Bathroom)	空調機室外機接駁點 Air-conditioner point for A/C Outdoor Unit	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	1
天台 Roof	防水13A單位電插座 Weatherproof 13A Single Socket Outlet																															1	1	1	1	1	1	1	1	-	1
	防水燈掣 Weatherproof Lighting Switch																															1	1	1	1	1	1	1	1	-	1
	燈位 Lighting Point																															4	4	2	3	4	2	2	3	-	2

備註：

- 住宅樓層不設4樓、13樓、14樓、24樓、各樓層I單位及1樓E和F單位。
- 上表“1, 2...”表示提供於該單位內的裝置數量。
- 上表“-”代表不適用。

Remarks:

- Residential floors 4/F, 13/F, 14/F, 24/F, Flat I on all floors and Flats E & F on 1/F are omitted.
- "1, 2..." denotes the quantity of such provision(s) provided in the residential unit.
- The symbol "-" as shown in the above table denotes "Not Applicable".

服務協議 Service agreements

食水及沖廁水由水務署供應。
電力由中華電力有限公司供應。
煤氣由香港中華煤氣有限公司供應。

Potable and flushing water is supplied by Water Supplies Department.
Electricity is supplied by CLP Power Hong Kong Limited.
Towngas is supplied by The Hong Kong and China Gas Company Limited.

地稅 Government rent

擁有人有法律責任繳付住宅物業直至並包括該住宅物業買賣完成日(即該物業轉讓契日期)之地稅。

The owner is liable for the Government rent payable for the residential property up to and including the date of completion of the sale and purchase of that residential property (i.e. the date of the assignment of that property).

買方的雜項付款 Miscellaneous payments by purchaser

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；
在交付時，買方不須向擁有人支付清理廢料的費用。

On the delivery of the vacant possession of a residential property to the purchaser, the purchaser is liable to reimburse the owner for the deposits for water, electricity and gas;

On that delivery, the purchaser is not liable to pay to the owner a debris removal fee.

註：在交付時，買方須根據公契向管理人(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。

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

欠妥之處的保養責任期 Defect liability warranty period

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。

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, remedy any defects to the Property, or the fittings, finishes or appliances incorporated into the Property as set out in the agreement for sale and purchase, caused otherwise than by the act or neglect of the Purchaser.

斜坡維修 Maintenance of slopes

1. 「批地文件」規定期數的住宅物業的擁有人須自費維修斜坡。

「批地文件」特別條款第(38)條

『如事前未獲「署長」書面同意，「承授人」不得在毗鄰或毗連「該地段」的任何「政府」土地進行削土、移土或土地後移工程，或建造、填土或斜坡處理工程，而「署長」給予同意時可全權酌情附加其視為恰當的任何條款與條件，包括收取「署長」指定的地價後額外批出「政府」土地作為「該地段」的增批地段。』

「批地文件」特別條款第(39)條

『(a) 如「該地段」或任何「政府」土地現時或以往曾經配合或因應「該地段」或其任何部分的平整、水準測量或發展事宜進行削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，或此等「批地條件」規定「承授人」執行或為任何其他目的執行的任何其他工程，則不論事前是否獲「署長」書面同意，「承授人」亦須在當時或嗣後任何時間，按需要自費進行和建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護和支撐「該地段」內的土地及任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「承授人」應在本文協定的整個批租年期內自費維持上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其維修妥當及狀況良好，以令「署長」滿意。

(b) 本特別條款(a)款的條文概不妨礙此等「批地條件」賦予「政府」的權利，其中尤以本文特別條款第(38)條為要。

(c) 無論何時，如因「承授人」進行平整、水準測量、發展或其他工程或因任何其他事故導致或引起「該地段」內的土地或任何毗連或毗鄰「政府」土地或已批租土地發生滑土、山泥傾瀉或地陷，「承授人」須自費還原並修葺該處，以令「署長」滿意，同時須就「政府」、其代理及承辦商作出彼等因滑土、山泥傾瀉或地陷而蒙受或招致的所有費用、收費、損害、訴求和索償作出賠償，並確保彼等免責。

(d) 除享有本文訂明可就違反此等「批地條件」追討的任何其他權利或補償權外，「署長」另有權向「承授人」發出書面通知，要求「承授人」進行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承授人」疏忽或不執行於通知訂明的期限內以「署長」滿意的方式完成通知的指示，「署長」可即時執行及進行任何必要工程，而「承授人」必須在接獲通知時向「政府」償還有關的費用，以及任何行政或專業費用與收費。』

2. 每名期數的住宅物業的擁有人均須分擔維修工程的費用。

3. 根據公契，發展項目的管理人獲擁有人授權進行維修工程。

4. 擁有人承諾自費就「期數」維修任何斜坡：不適用。

5. 顯示該斜坡及已經或將會在「期數」所位於的土地之內或之外建造的任何護土牆或有關構築物的圖則已夾附於本節末頁。

附註：

1. 如上下文意允許或規定，「批地文件」中「承授人」一詞包括其繼承人及受讓人。

2. 「批地文件」或「公契」最新版本中「署長」一詞指地政總署署長。

3. 欲悉詳情請參考「批地文件」及「公契」最新版本。「批地文件」及「公契」最新版本全文已備存於售樓處，於開放時間免費供任何人士閱覽，並可支付必要的影印費用索取副本。

1. The Land Grant requires the owners of the residential properties in the Phase to maintain the slopes at their own costs.

Special Condition No. (38) of the Government Grant

“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.”

Special Condition No. (39) of the Government Grant

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (38) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government, or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify 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

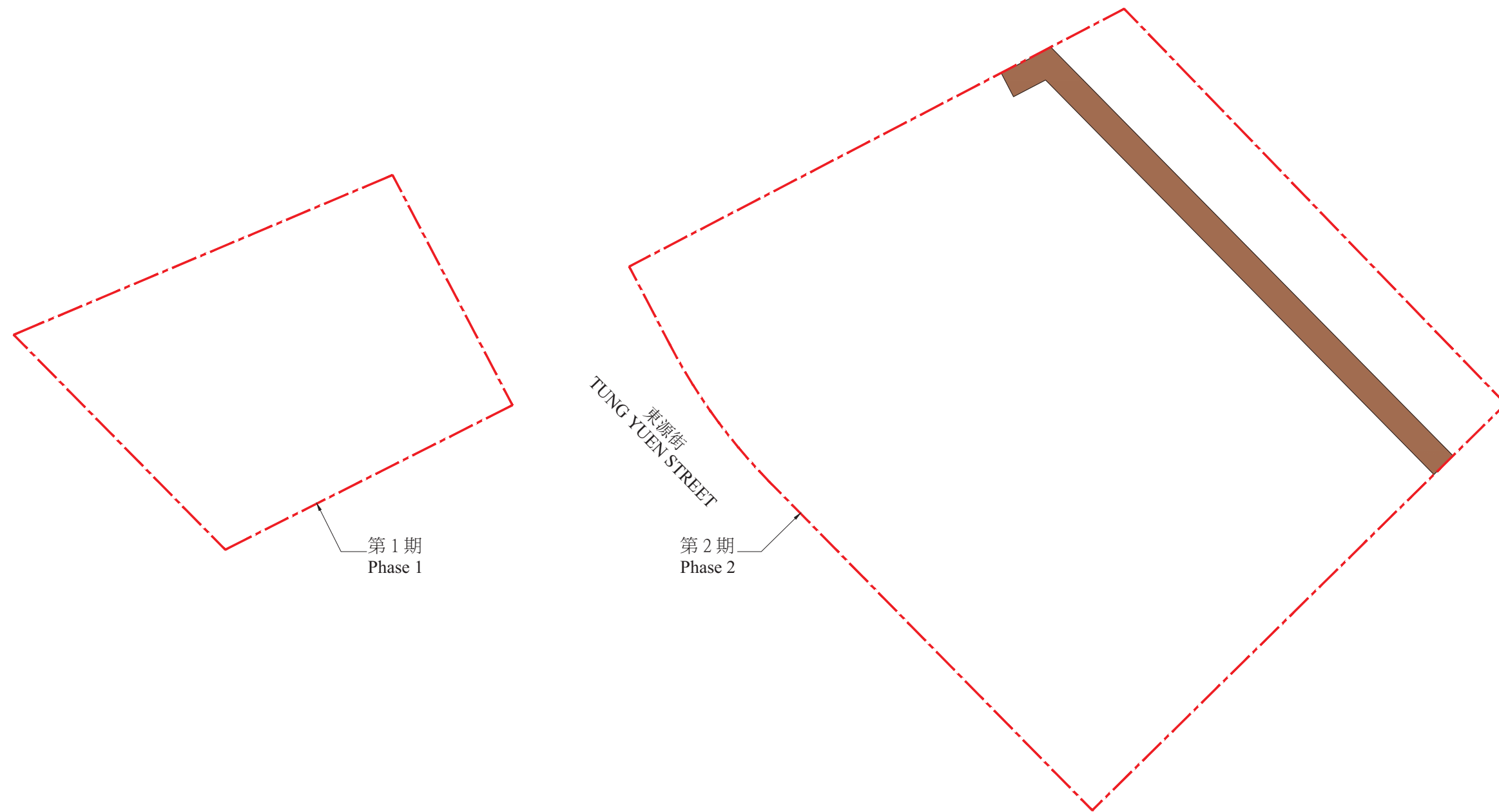
breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other supports, protection, and drainage or ancillary or other works or to reinstate and make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

2. Each of the owners of residential properties in the Phase is obliged to contribute towards the cost of maintenance work.
3. Under the deed of mutual covenant, the manager of the Development has the owners' authority to carry out the maintenance work.
4. Owner's undertaking to maintain any slope in relation to the Phase at the Owner's own cost: Not applicable.
5. The plan showing the slope and any retaining wall and related structures constructed, or to be constructed, within or outside the land on which the Phase is situated is annexed at the end of this section.



Notes:

1. The reference to the “Grantee” in the Land Grant shall include its successors and assigns where the context so admits or requires.
2. The reference to the “Director” in the Land Grant or the latest draft of the DMC means the Director of Lands.
3. For full details, please refer to the Land Grant and the latest draft of the DMC. Copies of the Land Grant and the latest draft of the DMC are available for inspection free of charge during opening hours at the sales office and can be obtained upon payment of the necessary photocopying charges.

斜坡及護土牆平面圖
Slope and Retaining Structure Plan



圖例 LEGEND

-  斜坡及護土牆
Slope and Retaining Structure
-  發展項目的邊界線
Boundary Line of the Development

比例 SCALE
0 30米/M



備註：此圖僅作顯示斜坡及護土牆的位置，圖中所示之其他事項未必能反映其最新狀況。
Remark: This plan is for showing the locations of slope and retaining structure only. Other matters shown in this plan may not reflect their latest conditions.

修訂 Modification

期數現時並沒有向政府提出申請修訂批地文件。

No existing application to the Government for a modification of the land grant for the Phase.

期數之互聯網網站 Website of the Phase

賣方為施行《一手住宅物業銷售條例》第2部而就期數指定的互聯網網站的網址：www.thecoastline.com.hk

The address of the website designated by the Vendor for the Phase for the purposes of Part 2 of the Residential Properties (First-hand Sales) Ordinance: www.thecoastline.com.hk

A) 吊船系統

根據公契，管理人有權於構成住宅單位一部份的任何私人平台上空及/或其上操作、暫時放置、停留及/或移動清潔吊船及/或任何吊艇架臂、其他設備或管理裝置（統稱「吊船」，當中包括所有托架、鉸鏈、柱或其他相關設備）及暫時佔用私人平台任何上空範圍，藉以檢查、清潔、保養、翻新、更換及/或維修發展項目外部及/或公用地方及公用設施任何部分，惟管理人行使上述權利時須確保對住宅單位擁有人造成最少滋擾並須自費修復任何因此造成之損害及須為其或其職員及承判商之疏忽、蓄意或刑事行為負責，以及不得因此影響或侵害住宅單位擁有人使用及享用其住宅單位。

上文以公契條款為準。

B) 噪音緩解措施

(a) 期數中有以下噪音緩解措施：

1. 隔聲簷

座數	單位	樓層	位置
第1座	A	1樓至27樓 (4樓、13樓、14樓、 24樓除外)	於主人睡房及飯廳外外牆之上
	K	1樓至27樓 (4樓、13樓、14樓、 24樓除外)	於睡房外外牆之上

2. 固定窗戶/維修用窗戶

座數	單位	樓層	位置
第1座	K	1樓至27樓 (4樓、13樓、14樓、 24樓除外)	睡房

註：固定窗戶之維修用窗戶安裝連鑰匙鎖系統。鑰匙於中央管理處存放。

(b) 根據公契，固定窗戶/維修用窗戶只可解鎖作保養用途，不得作通風之用。

上文以公契條款為準。

註：有關以上措施的位置，可參閱有關的期數的住宅物業的樓面平面圖。

A) Gondola

Under the Deed of Mutual Covenant, for the purposes of carrying out the inspection, cleaning, maintenance, renovation, replacement and/or repair of any part of the exterior of the Development and/or the Common Areas and the Common Facilities, the Manager shall have the right to operate, temporarily place, station and/or move the cleaning gondola and/or any davit arm, other equipment or device of management (collectively referred to as the “gondola” which expression shall include all brackets, hinges, posts or other related equipment) over and/or on any private roof forming part of a Residential Unit and temporary occupation of any space thereabove Provided that the Manager shall in the exercise of such rights ensure that the least disturbance is caused to the Owners of Residential Units and shall at its own costs and expense make good any damage caused thereby and shall be liable for negligence or wilful or criminal acts of the Manager, its staff and contractors and Provided further that the use and enjoyment by the Owners of the Residential Units shall not be affected or prejudiced thereby.

The above is subject to the provisions of the Deed of Mutual Covenant.

B) Noise Mitigation Measures

(a) There are the following noise mitigation measures in the Phase:

1. Acoustic Fin

Tower	Flat	Floor	Location
Tower 1	A	1/F to 27/F (except 4/F, 13/F, 14/F and 24/F)	On the external wall outside Master Bedroom and Dining Room
	K	1/F to 27/F (except 4/F, 13/F, 14/F and 24/F)	On the external wall outside Bedroom

2. Fixed glazing / maintenance window

Tower	Flat	Floor	Location
Tower 1	K	1/F to 27/F (except 4/F, 13/F, 14/F and 24/F)	Bedroom

Note: Maintenance window to Fixed Glazing are installed with key lock system. The key will be kept at central maintenance office.

(b) Under the Deed of Mutual Covenant, the fixed glazing / maintenance

windows shall only be unlocked for maintenance purposes only and not for ventilation purpose.

The above is subject to the provisions of the Deed of Mutual Covenant.

Note: For location of the above measures, please refer to the relevant floor plans of residential properties in the Phase.

地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料 Information required by the Director of Lands to be set out in the sales brochure as a condition for giving the presale consent

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或停車位之轉讓、轉售該住宅單位或停車位或以任何形式轉移該住宅單位或停車位之買賣合約之權益、或訂立任何有關上述提名、轉售或轉移權益之協議。
 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及停車位總售價百分之五（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）支付所有有關發展項目在其上興建之土地於批地文件日期起計至相關買家轉讓契日期（包括該兩日）期間之未付地稅。
 4. 已簽署買賣合約之買方，如已支付不多於港幣\$100之象徵式費用（按每次要求計），有權獲取（而當其要求時將獲提供）以下資料之最新紀錄印本：完成期數的總建築費用及總專業費用及截至該要求作出當月前之月份完結時已支出和繳付之總建築費用及總專業費用。
 5. 有關「綠色範圍」（批地文件特別條件第(5)，(6)，(7)及(8)條提及）的資料及要求，請參閱本售樓說明書內「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。
 6. 有關「粉紅色加藍斜線範圍」（批地文件特別條件第(13)條提及）的資料及要求，請參閱本售樓說明書內「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。
 7. 有關「公共行人通道」（批地文件特別條件第(14)條提及）的資料及要求，請參閱本售樓說明書內「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。
 8. 有關「粉紅色加藍交叉線範圍」及「粉紅色加藍交叉線範圍構築物」（批地文件特別條件第(15)條提及）的資料及要求，請參閱本售樓說明書內「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。
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 or the Parking Space specified in the Agreement, sub-sell that Residential Unit or the Parking Space or transfer the benefit of the Agreement of that Residential Unit or Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
 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 and the Parking Space 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 Government 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 Phase as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
 5. For information and requirements relating to the Green Areas (as referred to in Special Condition Nos. (5), (6), (7) and (8) of the Government Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.
 6. For information and requirements relating to the Pink Hatched Blue Area (as referred to in Special Condition No. (13) of the Government Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.
 7. For information and requirements relating to the Public Pedestrian Access (as referred to in Special Condition No. (14) of the Government Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.
 8. For information and requirements relating to the “Pink Cross-hatched Blue Areas” and “Pink Cross-hatched Blue Areas Structures” (as referred to in Special Condition No. (15) of the Government Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

申請建築物總樓面面積寬免的資料 Information in application for concession on gross floor area of building

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

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有關期數的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。

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 Phase.

		面積 (平方米) Area (m ²)
		住用 Domestic
根據《建築物 (規劃) 規例》第23(3)(b)條不計算的總樓面面積 Disregraded GFA under Building (Planning) Regulation 23(3)(b) of the Building Planning Regulations (B(P)B)		
1.(#)	停車場及上落客貨地方 (公共交通總站除外) Carpark and loading / unloading area excluding public transport terminus	562.200
2.	機房及相類設施 Plant rooms and similar services	
2.1(#)	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 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.	213.545
2.2(#)	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 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.	653.989
2.3	非強制性或非必要機房，例如空調機房、風櫃房等 Non-mandatory or non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.	不適用 Not applicable
根據《建築物 (規劃) 規例》第23A(3)條不計算的總樓面面積 Disregraded GFA under Building (Planning) Regulation 23A(3) of the Building Planning Regulations (B(P)B)		
3.	乘車離開或到達旅館人士上落汽車的地方 Area for picking up and setting down persons departing from or arriving at the hotel by vehicle	不適用 Not applicable
4.	旅館的輔助性設施 Supporting facilities for a hotel	
根據聯合作業備考提供的環保設施 Green Features under Joint Practice Notes (JPNs)		
5.	住宅樓宇的露台 Balcony for residential buildings	不適用 Not applicable
6.	加闊的公用走廊及升降機大堂 Wider common corridor and lift lobby	
7.	公用空中花園 Communal sky garden	
8.	非住宅的公用平台花園 Communal podium garden for non-residential buildings	
9.(#)	隔聲簷 Acoustic fin	22.310
10.	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	不適用 Not applicable
11.(#)	非結構性預製外牆 Non-structural prefabricated external wall	434.154
12.	工作平台 Utility platform	不適用 Not applicable
13.	隔音屏障 Noise barrier	
適意設施 Amenity Features		
14.(#)	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 Caretakers' quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office	6.695
15.(#)	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 Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities	248.732
16.(#)	有上蓋的園景區及遊樂場 Covered landscaped and play area	129.067
17.(#)	橫向屏障 / 有蓋人行道及花棚 Horizontal screen / covered walkway and trellis	21.556
18.	擴大升降機井道 Larger lift shaft	不適用 Not applicable
19.	煙囪管道 Chimney shaft	
20.	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 Other non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	

申請建築物總樓面面積寬免的資料 Information in application for concession on gross floor area of building

		面積 (平方米) Area (m ²)
		住用 Domestic
21.(#)	強制性設施或必要機房所需的管槽、氣槽 Pipe duct, air duct for mandatory feature or essential plant room	201.216
22.(#)	非強制性設施或非必要機房所需的管槽、氣槽 Pipe duct, air duct for non-mandatory or non-essential plant room	0.385
23.	環保系統及設施所需的機房、管槽及氣槽 Plant room, pipe duct, air duct for environmentally friendly system and feature	不適用 Not applicable
24.	非住宅發展項目的電影院、商場等的較高的淨高及前方中空 High headroom, and void in front of cinema, shopping arcade etc. in non-domestic development	
25.	非住宅發展項目的公用主要入口(尊貴入口)上的中空 Void over main common entrance (prestige entrance) in non-domestic development	
26.	複式住宅單位及洋房的中空 Void in duplex flat and house	
27.	遮陽篷及反光罩 Sunshade and reflector	
28.	小型伸出物, 例如空調機箱、空調機平台、窗台及伸出的窗台 Minor projection such as A/C box, A/C platform, window cill and projecting window	
29.	其他伸出物, 不包括含在《認可人士、註冊結構工程師及註冊岩土工程師作業備考》APP-19 第3段(b)及(c)所規限, 如空調機箱及平台 Other projections such as A/C box platform not covered in paragraph 3(b) and (c) of PNAP APP-19	
其他項目 Other Items		
30.	庇護層, 包括庇護層兼空中花園 Refuge floor including refuge floor cum sky garden	不適用 Not applicable
31.	大型伸出/外懸設施的有蓋面積 Covered area under large projecting/overhanging feature	
32.	公共交通總站 Public transport terminus (PTT)	
33.	公用構築物及樓梯 Party structure and common staircase	
34.	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 Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	
35.	公眾通道 Public passage	
36.	因建築物後移導致的覆蓋面積 Covered set back area	
額外總樓面面積 Bonus GFA		
37.	額外總樓面面積 Bonus GFA	不適用 Not applicable
根據聯合作業備考提供的額外環保設施 Additional Green Features under JPN		
38.	建築物採用「組裝合成」建築法 Building adopting Modular Integrated Construction	不適用 Not applicable

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及APP-151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。

Note: The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2 and APP-151 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

建築物的環境評估

綠色建築認證

在印刷此售樓說明書或其附頁前, 本物業根據香港綠色建築議會有限公司頒授 / 發出的綠建環評認證評級。

暫定評級
不予評級



申請編號: PAU0082/23

Environmental Assessment of the Building

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
UNCLASSIFIED



Application no.: PAU0082/23

申請建築物總樓面面積寬免的資料 Information in application for concession on gross floor area of building

期數的公用部分的預計能量表現或消耗

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

於印製售樓說明書前呈交予建築事務監督期數的公用部分的預計能量表現或消耗的最近期資料：

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

第I部分 Part I	
提供中央空調 Provision of Central Air Conditioning	否 No
提供具能源效益的設施 Provision of Energy Efficient Features	是 Yes
擬安裝的具能源效益的設施 Energy Efficient Features proposed	1. 高能源效益的空調機 High Coefficient Of Performance (COP) A/C Units 2. 高能源效益的照明燈具 (停車場、公共地方及機房) High Efficient Luminaries for Carpark, Back of House and Plant Rooms

第II部分：擬興建樓宇/部分樓宇預計每年能源消耗量 ^(註1) Part II : The predicted annual energy use of the proposed building /part of building ^(Note 1)					
位置 Location	使用有關裝置的內部樓面面積 (平方米) Internal Floor Area Served (m ²)	基線樓宇 ^(註2) 每年能源消耗量 Annual Energy Use of Baseline Building ^(Note 2)		擬興建樓宇每年能源消耗量 Annual Energy Use of Proposed Building	
		電力 Electricity 千瓦小時/平方米/年 kWh/m ² /annum	煤氣/石油氣 Town Gas / LPG 用量單位/平方米/年 unit/m ² /annum	電力 Electricity 千瓦小時/平方米/年 kWh/m ² /annum	煤氣/石油氣 Town Gas / LPG 用量單位/平方米/年 unit/m ² /annum
有使用中央屋宇裝備裝置 ^(註3) 的部分 Area served by central building services installation ^(Note 3)	5,473	422	11	428	11

第III部分：以下裝置乃按機電工程署公布的相關實務守則設計 Part III : The following installations are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD)			
裝置類型 Type of Installations	是 YES	否 NO	不適用 N/A
照明裝置 Lighting Installations	✓		
空調裝置 Air Conditioning Installations	✓		
電力裝置 Electrical Installations	✓		
升降機及自動梯的裝置 Lift & Escalator Installations	✓		
以總能源為本的方法 Performance-based Approach			✓

申請建築物總樓面面積寬免的資料 Information in application for concession on gross floor area of building

註腳：

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

預計每年能源消耗量〔以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算〕，指將期數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BEAM Plus新建建築(1.2版)第4節及附錄8中的「年能源消耗」具有相同涵義；及
 - (b) 樓宇、空間或單位的“內部樓面面積”，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
2. “基準樓宇”與BEAM Plus新建建築(1.2版)第4節及附錄8中的“基準建築物模式(零分標準)”具有相同涵義。
 3. “中央屋宇裝備裝置”與樓宇的屋宇裝備裝置能源效益實務守則(2018年版本)中的涵義相同。

Notes:

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

The predicted annual energy use, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the Phase 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 New Buildings (V1.2); 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 New Buildings (V1.2).
 3. “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installations (2018 edition).



本售樓說明書的印製日期 The date on which this sales brochure is printed

2023年7月24日

24th July 2023



改變 Changes

期數及其周邊地區日後可能出現改變。

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

