



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

#### For all first-hand residential properties

#### 1. Important information

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

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

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

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

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which
  residential properties the vendors may offer to sell, pay attention to the sales arrangements which will
  be announced by the vendors at least 3 days before the relevant residential properties are offered to be
  sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any
  financial advantage or benefit to be made available in connection with the purchase of the residential
  properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans<sup>1</sup> 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 property<sup>2</sup>. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

#### 5. Sales brochure

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

<sup>1</sup> 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.

<sup>&</sup>lt;sup>2</sup> 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 -

<sup>(</sup>i) the external dimensions of each residential property;

<sup>(</sup>ii) the internal dimensions of each residential property;

<sup>(</sup>iii) the thickness of the internal partitions of each residential property;

<sup>(</sup>iv) the external dimensions of individual compartments in each residential property.

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

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

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

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

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

#### 8. Register of Transactions

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

#### 9. Agreement for sale and purchase

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

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

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

#### 11. Appointment of estate agent

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

#### 12. Appointment of solicitor

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

#### For first-hand uncompleted residential properties

#### 13. Pre-sale Consent

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

#### 14. Show flats

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

- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- · You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

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

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

- Check the estimated material date<sup>3</sup> for the development in the sales brochure.
- The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 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.
- <sup>3</sup> 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.

- 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

: 2219 2220 Fax

#### Other useful contacts:

#### **Consumer Council**

Website : www.consumer.org.hk

: 2929 2222 Telephone

Email : cc@consumer.org.hk

: 2856 3611 Fax

#### **Estate Agents Authority**

Website : www.eaa.org.hk

Telephone : 2111 2777 Email : enquiry@eaa.org.hk

: 2598 9596 Fax

#### Real Estate Developers Association of Hong Kong

Telephone : 2826 0111 : 2845 2521 Fax

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

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<sup>1</sup>。如就該些按揭貸款計劃的詳情有任何疑問,應在簽訂臨時買賣 合約前,直接向有關財務機構查詢。

#### 4. 物業的面積及四周環境

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

#### 5. 售樓說明書

- 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。

- (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。

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

<sup>2</sup> 根據條例附表 1 第 1 部第 10(2)(d)條述明,售樓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一

#### 6. 政府批地文件和公契

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

#### 7. 售樓處內有關可供揀選住宅物業的資料

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

#### 8. 成交紀錄冊

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

#### 9. 買賣合約

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

#### 10. 表達購樓意向

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

#### 11. 委託地產代理

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

#### 12. 委聘律師

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

#### 適用於一手未落成住宅物業

#### 13. 預售樓花同意書

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

#### 14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀,但賣方如為某指明住宅物業設置示範單位,必須首先 設置該住宅物業的無改動示範單位,才可設置該住宅物業的經改動示範單位,並可以就該住宅物業設置 多於一個經改動示範單位。
- · 參觀示範單位時,務必視察無改動示範單位,以便與經改動示範單位作出比較。然而,條例並沒有限制 賣方安排參觀無改動示範單位及經改動示範單位的先後次序。

- · 賣方設置示範單位供公眾參觀時,應已提供有關發展項目的售樓說明書。因此,緊記先行索取售樓 說明書,以便在參觀示範單位時參閱相關資料。
- 您可以在無改動示範單位及經改動示範單位中進行量度,並在無改動示範單位內拍照或拍攝影片,惟在確保示範單位參觀者人身安全的前提下,賣方可能會設定合理的限制。

#### 適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

#### 15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期3。
  - 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」一般 會較發展項目的預計關鍵日期遲。然而,假若發展項目比預期早落成,「收樓日期」可能會較售樓 說明書列出的預計關鍵日期為早。

#### • 收樓日期

- 條例規定買賣合約須載有強制性條文,列明賣方須於買賣合約內列出的預計關鍵日期後的14日內, 以書面為發展項目申請佔用文件、合格證明書,或地政總署署長的轉讓同意(視屬何種情況而定)。
  - ➤ 如發展項目屬地政總署預售樓花同意方案所規管,賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準),就賣方有能力有效地轉讓有關物業一事,以書面通知買家;或
  - ➤ 如發展項目並非屬地政總署預售樓花同意方案所規管,賣方須在佔用文件(包括佔用許可證)發出 後的六個月內,就賣方有能力有效地轉讓有關物業一事,以書面通知買家。
- 條例規定買賣合約須載有強制性條文,列明有關物業的買賣須於賣方發出上述通知的日期的14日內 完成。有關物業的買賣完成後,賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
  - 條例規定買賣合約須載有強制性條文,列明發展項目的認可人士可以在顧及純粹由以下一個或多於 一個原因所導致的延遲後,批予在預計關鍵日期之後,完成發展項目:
    - ➤ 工人罷工或封閉工地;
    - ➤ 暴動或內亂;
    - ➤ 不可抗力或天災;
    - ➤ 火警或其他賣方所不能控制的意外;
    - ➤ 戰爭;或
    - ➤ 惡劣天氣。
  - 發展項目的認可人士可以按情況,多於一次批予延後預計關鍵日期以完成發展項目,即收樓日期 可能延遲。

- 條例規定買賣合約須載有強制性條文,列明賣方須於認可人士批予延期後的14日內,向買家提供有關 延期證明書的文本。
- 如對收樓日期有任何疑問,可向賣方查詢。

#### 適用於一手已落成住宅物業

#### 16. 賣方資料表格

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

#### 17. 參觀物業

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

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

網址 : www.srpa.gov.hk

電話 : 2817 3313

電郵: enquiry\_srpa@hd.gov.hk

傳真 : 2219 2220

#### 其他相關聯絡資料:

#### 消費者委員會

網址: www.consumer.org.hk

電話 : 2929 2222

電郵: cc@consumer.org.hk

傳真 : 2856 3611

#### 地產代理監管局

網址 : www.eaa.org.hk

電話 : 2111 2777

電郵 : enquiry@eaa.org.hk

傳真 : 2598 9596

#### 香港地產建設商會

電話 : 2826 0111 傳真 : 2845 2521

#### 運輸及房屋局

一手住宅物業銷售監管局

2021年7月

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

## INFORMATION ON THE DEVELOPMENT 發展項目的資料

#### Name of the Development

The Met. Azure

#### Name of the street at which the Development is situated

Liu To Road

### Street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Development

8

Remark: The above is a provisional street number and is subject to confirmation from the Rating and Valuation Department when the Development is completed.

#### The Development consists of one multi-unit building

#### Total number of storeys

19 storeys

The above number of storeys include podium floors (Ground Floor, Mezzanine Floor, 1/F)

The above number of storeys does not include transfer plate, Roof Floor, Upper Roof and Basement Floor

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

Basement Floor, Ground Floor, Mezzanine Floor, 1/F-3/F, 5/F-12/F, 15/F-20/F, Main Roof, Upper Roof and Top Roof

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

4/F, 13/F and 14/F

#### Refuge floors (if any) of each multi-unit building

There is no refuge floor

#### The Development is an uncompleted development

### Estimated material date for the Development, as provided by the Authorized Person for the Development

31 December 2022

The 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, where, under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase, without limiting any other means by which the completion of the Development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Development has been completed or is deemed to be completed (as the case may be).

#### 發展項目名稱

薈藍

#### 發展項目所位於的街道的名稱

寮肚路

#### 由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數

8

備註:上述為臨時門牌號數並有待差餉物業估價署在發展項目建成時確認。

#### 發展項目包含一幢多單位建築物

#### 樓層的總數

19層

上述樓層數目包括基座樓層(地下、閣樓、1樓)

上述樓層數目不包括轉換層、天台、上層天台及地庫

#### 發展項目的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

地庫、地下、閣樓、1樓至3樓、5樓至12樓、15樓至20樓、天台、上層天台及頂層天台

#### 每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

4樓、13樓及14樓

#### 每幢多單位建築物內的庇護層 (如有的話)

不設庇護層

#### 發展項目屬未落成發展項目

#### 發展項目的認可人士提供的該發展項目的預計關鍵日期

2022年12月31日

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,(凡根據批地文件,進行該項買賣,需獲地政總署署長同意),在不局限任何其他可用以證明該發展項目落成的方法的原則下,地政總署署長發出的合格證明書或轉讓同意,即為該發展項目已落成或當作已落成(視屬何情況而定)的確證。

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

#### Vendor

**Newex Limited** 

#### **Holding Companies of the Vendor**

Bright Genuine Limited
More Action Investments Limited
Sparkle Hope Limited
Miracle Cheer Limited
Wang On Properties Limited
Earnest Spot Limited
Wang On Enterprises (BVI) Limited
Wang On Group Limited

Authorized Person for the Development, and the firm or corporation of which the Authorized Person for the Development is a proprietor, director or employee in his professional capacity

Mr. Liu William of ARK Associates Limited (Mr. Liu William is a director of ARK Associates Limited)

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

Fung Cheung Kee Construction Company Limited

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

Mayer Brown

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

Hang Seng Bank Limited

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

Bright Genuine Limited

#### 賣方

力惠有限公司

#### 賣方的控權公司

Bright Genuine Limited
More Action Investments Limited
Sparkle Hope Limited
Miracle Cheer Limited
宏安地產有限公司
Earnest Spot Limited
Wang On Enterprises (BVI) Limited
Wang On Group Limited

發展項目的認可人士的姓名或名稱,認可人士以其專業身份擔任商號或法團的經營人、董事或僱員的商號或法團

神舟設計有限公司之廖偉廉先生(廖偉廉先生為神舟設計有限公司之董事)

#### 發展項目的承建商

馮祥記建築有限公司

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構

恒生銀行有限公司

已為發展項目的建造提供貸款的任何其他人

Bright Genuine Limited

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

(a)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an authorized person for the development.	Not applicable
(b)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person.	Not applicable
(c)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person;	Not applicable
(d)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not applicable
(e)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not applicable
(f)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person.	Not applicable
(g)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development.	Not applicable
(h)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development.	Not applicable
(i)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors.	Not applicable
(j)	The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and an authorized person for the development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor.	Not applicable
(k)	The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor.	Not applicable
(1)	The vendor or a building contractor for the development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	Not applicable
(m)	The vendor or a building contractor for the development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor.	Not applicable
(n)	The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development holds at least 10% of the issued shares in that vendor, holding company or contractor.	Not applicable
(o)	The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor.	Not applicable
p)	The vendor or a building contractor for the development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	Not applicable
q)	The vendor or a building contractor for the development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor.	Not applicable
(r)	The vendor or a building contractor for the development is a corporation, and the corporation of which an authorized person for the development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor.	Not applicable
(s)	The vendor or a building contractor for the development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	Not applicable

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

(a)	賣方或有關發展項目的承建商屬個人,並屬該項目的認可人士的家人。	不適用
(b)	賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬上述認可人士的家人。	不適用
(c)	賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司) 的董事或秘書屬上述認可人士的家人。	不適用
(d)	賣方或該項目的承建商屬個人,並屬上述認可人士的有聯繫人士的家人。	不適用
(e)	賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人。	不適用
(f)	賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司) 的董事或秘書屬上述認可人士的有聯繫人士的家人。	不適用
(g)	賣方或該項目的承建商屬個人,並屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(h)	賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(i)	賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司) 的董事或秘書屬上述律師事務所的經營人的家人。	不適用
(j)	賣方、賣方的控權公司或有關發展項目的承建商屬私人公司,而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份。	不適用
(k)	賣方、賣方的控權公司或該項目的承建商屬上市公司,而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份。	不適用
(l)	賣方或該項目的承建商屬法團,而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書。	不適用
(m)	賣方或該項目的承建商屬合夥,而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員。	不適用
(n)	賣方、賣方的控權公司或該項目的承建商屬私人公司,而就該項目中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份。	不適用
(o)	賣方、賣方的控權公司或該項目的承建商屬上市公司,而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份。	不適用
(p)	賣方或該項目的承建商屬法團,而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書。	不適用
(q)	賣方或該項目的承建商屬合夥,而上述律師事務所的經營人屬該賣方或承建商的僱員。	不適用
(r)	賣方或該項目的承建商屬法團,而該項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團。	不適用
(s)	賣方或該項目的承建商屬法團,而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	不適用

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

There will not be any curtain walls forming part of the enclosing walls. 將不會有構成圍封牆的一部分的幕牆。

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

The range of thickness of the non-structural prefabricated external walls of the building is 150mm. 建築物的非結構的預製外牆的厚度範圍為150毫米。

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

Floor 樓層	Unit 單位	Total area of the non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的 預製外牆的總面積 (平方米)
	A01	0.812
	A02	0.421
	A03	0.399
	A05	0.399
	A06	0.399
	A07	0.399
	A08	0.399
	A09	0.399
	A10	0.399
2/F	A11	0.399
2樓	A12	0.399
	A15	0.399
	A16	0.421
	A17	0.812
	B01	0.690
	B02	0.399
	B03	0.391
	B05	0.391
	B06	0.399
	B07	0.703

Note: 4/F, 13/F and 14/F are omitted.

備註:不設4樓、13樓及14樓。

### INFORMATION ON PROPERTY MANAGEMENT

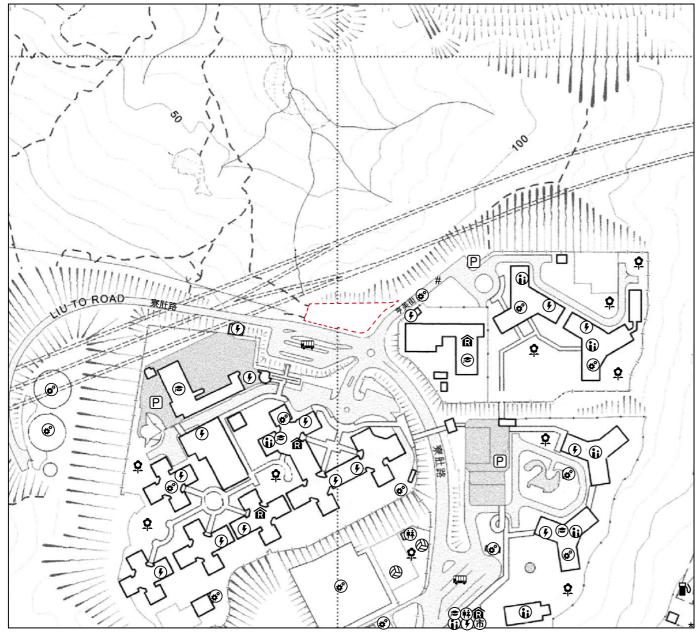
### 物業管理的資料

The person appointed as the manager of the Development under the latest draft deed of mutual covenant Jones Lang LaSalle Management Services Limited

根據公契的最新擬稿獲委任為發展項目管理人的人 仲量聯行物業管理有限公司

### LOCATION PLAN OF THE DEVELOPMENT

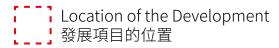
#### 發展項目的所在位置圖



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

\*TSING YI ROAD WEST 青衣西路

# HANG MEI STREET





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This Location Plan is prepared by the Vendor with reference to the Survey Sheet No. 6-SE-D dated 2 March 2021 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

此位置圖是參考2021年3月2日出版之地政總署測繪處之測繪圖,圖幅編號6-SE-D,並由賣方擬備,有需要處經修正處理。

#### NOTATION 圖例

- 市場 (包括濕貨市場及批發市場) Market (including a wet market and a wholesale market)
- ♀ 公園 Public Park
- **暈)** 油站 Petrol Filling Station
- 發電廠 (包括電力分站) Power Plant (including electricity sub-stations)
- P 公眾停車場 (包括貨車停泊處)
  Public carpark (including a lorry park)
- (幹) 公廁 Public Convenience

- 公共交通總站 (包括鐵路車站)
  Public Transport Terminal
  (including a rail station)
- 公用事業設施裝置 Public Utility Installation
- 京教場所 (包括教堂、廟宇及祠堂)
  Religious Institution
  (including a church, a temple and a Tsz Tong)
- 學校 (包括幼稚園) School (including a kindergarten)
- 體育設施 (包括運動場及游泳池)
  Sports facilities
  (including a sports ground and a swimming pool)
- 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)

#### Note

The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

#### 備註:

由於發展項目的邊界不規則的技術原因,此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

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



Location of the Development 發展項目的位置



Adopted from part of the aerial photograph taken by the Survey and Mapping Office, Lands Department at a flying height of 6,900 feet, photo No. E111630C, date of flight: 1 December 2020.

摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片,照片編號E111630C,飛行日期:2020年12月1日。

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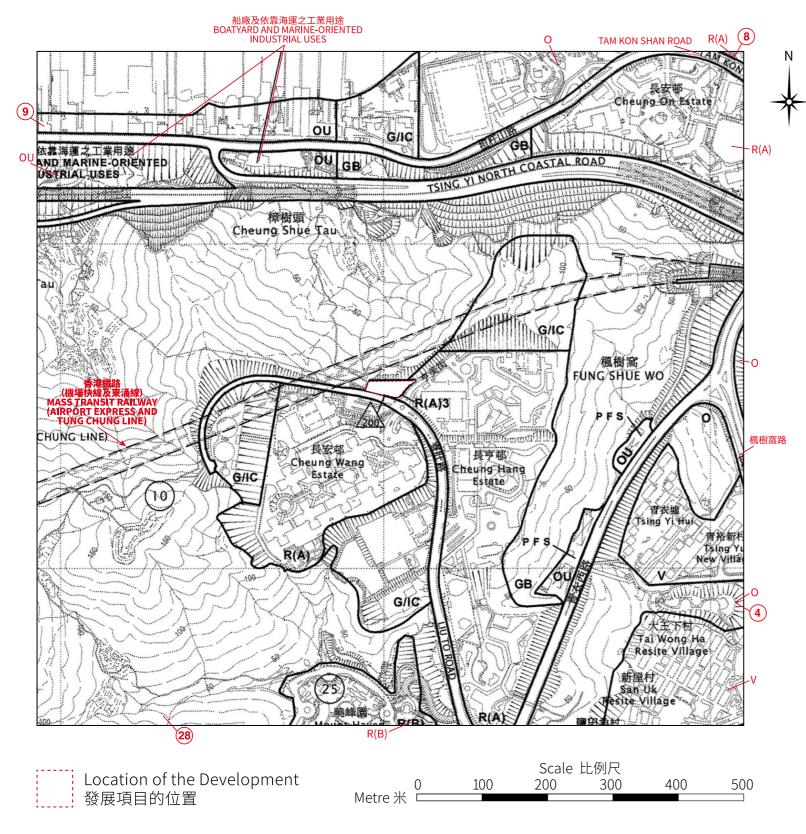
#### Note:

The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

#### 備註:

由於發展項目的邊界不規則的技術原因,此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

## OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT 關乎發展項目的分區計劃大綱圖



#### Notes:

- 1. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.
- 2. The plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. © The Government of the Hong Kong SAR.

#### 備註:

- 1. 由於發展項目的邊界不規則的技術原因,此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
- 2. 此圖為規劃署遵照城市規劃委員會指示擬備,版權屬香港特別行政區政府,經地政總署准許複印。

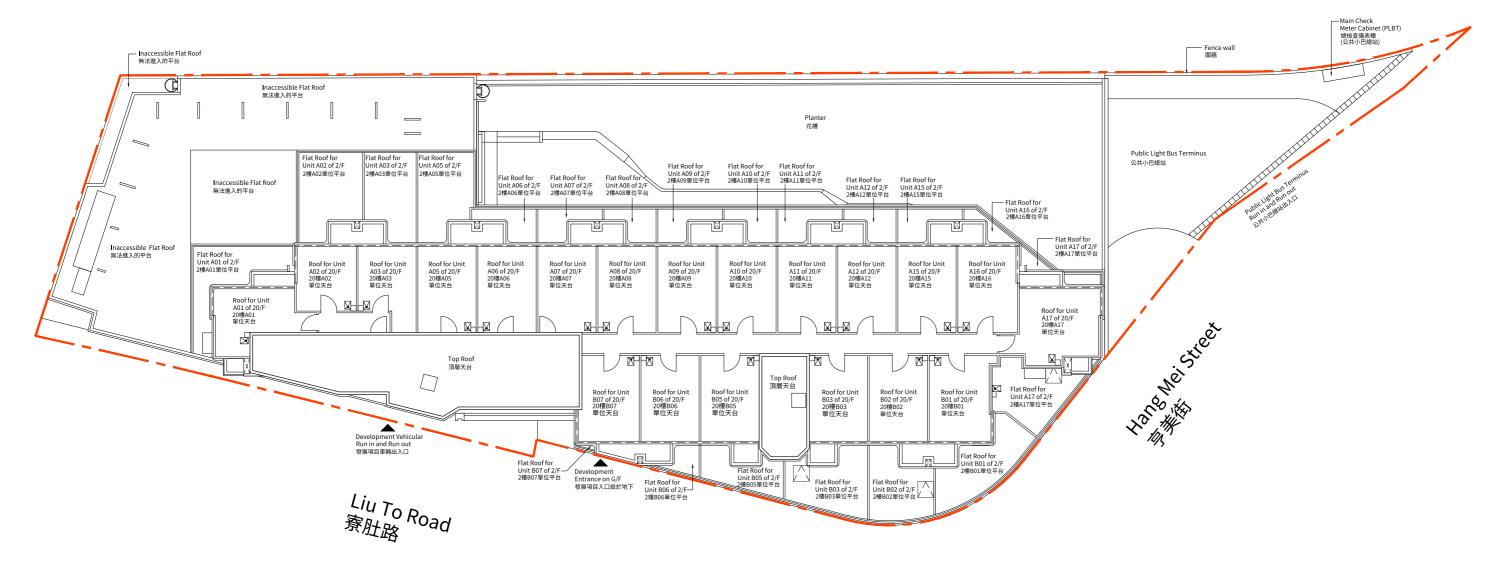
Part of the Draft Tsing Yi Outline Zoning Plan No. S/TY/31, gazette on 2 July 2021, with adjustments where necessary as shown in red.

摘錄自2021年7月2日刊憲之青衣分區計劃大綱草圖編號S/TY/31,有需要處經修正處理,以紅色顯示。

#### NOTATION 圖例

ZONES		地帶
RESIDENTIAL (GROUP A)	R(A)	住宅(甲類)
RESIDENTIAL (GROUP B)	R(B)	住宅(乙類)
VILLAGE TYPE DEVELOPMENT	V	鄉村式發展
INDUSTRIAL	1	工業
GOVERNMENT, INSTITUTION OR COMMUNITY	G/IC	政府、機構或社區
OPEN SPACE	0	休憩用地
OTHER SPECIFIED USES	OU	其他指定用途
GREEN BELT	GB	綠化地帶
COMMUNICATIONS		交 通
RAILWAY AND STATION (UNDERGROUND)	——————————————————————————————————————	AM DD 77 16 - 16 - 7 - 16 - 7 - 1
(ONDERONOUND)	STATION	鐵路 及 車 站 ( 地 下 )
RAILWAY AND STATION (ELEVATED)		鐵路及車站(高架)
RAILWAY AND STATION	STATION	
RAILWAY AND STATION (ELEVATED)	STATION STATION	鐵路及車站(高架)
RAILWAY AND STATION (ELEVATED)  MAJOR ROAD AND JUNCTION	STATION STATION	鐵路及車站(高架)主要道路及路口
RAILWAY AND STATION (ELEVATED)  MAJOR ROAD AND JUNCTION  ELEVATED ROAD	STATION STATION	鐵路及車站(高架)主要道路及路口高架道路
RAILWAY AND STATION (ELEVATED)  MAJOR ROAD AND JUNCTION  ELEVATED ROAD  MISCELLANEOUS	STATION STATION	鐵路及車站(高架) 主要道路及路口 高架道路





Boundary of the Development 發展項目的界線

Scale 比例

Scale 比例

The estimated date of completion of the building and facilities, as provided by the Authorized Person for the Development is 31 March 2022. 由發展項目的認可人士提供的該建築物及設施的預計落成日期為2022年3月31日。

#### Legend of Terms and Abbreviations used on Floor Plans: 樓面平面圖中所使用名詞及簡稱之圖例:

90mm Alum. Arch. Feature	= 90毫米建築裝飾	Flat Roof for Unit B06	= B06單位平台
	90mm Aluminium Architectural Feature	Flat Roof for Unit B07	= B07單位平台
90mm Alum. Arch. Feature at 5, 7, 9, 11, 15, 17, 19/F	= 位於5樓、7樓、9樓、11樓、15樓、17樓、19樓	Flushing Water Pump and Tank Room	= 沖廁水泵及水缸房
	的90毫米建築裝飾	H.R.	= 消防喉轆 Hose Reel
	90mm Aluminium Architectural Feature at	Inaccessible Flat Roof	= 無法進入的平台
	5, 7, 9, 11, 15, 17, 19/F	Lift	= 升降機
90mm Alum. Arch. Feature at 7, 11, 17/F	= 位於7樓、11樓、17樓的90毫米建築裝飾	Lobby	= 大堂
	90mm Aluminium Architectural Feature at	Lift Shaft	= 升降機槽
	7, 11, 17/F	Liv.	= 客廳 Living Room
A/C Platform	= 冷氣機平台 Air-Conditioning Platform	Maintenance Windows at Unit A17	= 位於A17單位的維修窗
A/C Platform Above	= 冷氣機平台置上 Air-Conditioning Platform Above	Maintenance Windows at Unit A17 (3/F, 5/F & 6/F only)	= 位於A17單位的維修窗(只適用於3樓、5樓及6樓)
A/C Plinth	= 冷氣機座 Air-Conditioning Plinth	Maintenance Windows at Unit B01 (5/F only)	= 位於B01單位的維修窗 (只適用於5樓)
Acoustic Balcony at Unit B06 (3/F & 5/F only)	= 位於B06單位的隔音露台 (只適用於3樓及5樓)	Maintenance Windows at Unit B01 (3/F, 5/F-7/F only)	= 位於B01單位的維修窗 (只適用於3樓、5樓至7樓)
Arch. Fin	= 建築裝飾 Architectural Fin	Maintenance Windows at Unit B06 (3/F & 5/F only)	= 位於B06單位的維修窗 (只適用於3樓及5樓)
Bal.	= 露台 Balcony	Open Kit.	= 開放式廚房 Open Kitchen
Bal. above	= 露台置上 Balcony above	P.D.	= 管槽 Pipe Duct
Balcony With Self-closing Door at Unit B07 (3/F & 5/F only)	= 位於B07單位的露台配以自掩門 (只適用於3樓及5樓)	R.C. Cover	= 鋼筋混凝土蓋 Reinforced Concrete Cover
Bath	= 浴室 Bathroom	Refuse Rm.	= 垃圾房 Refuse Room
Bath Partition Wall Height 2760mm	= 浴室間牆高度 2760毫米	Roof for Unit A01	= A01單位天台
Bath Partition Wall Recess at High Level	= 浴室間牆於高位凹入	Roof for Unit A02	= A02單位天台
Bedroom	= 睡房	Roof for Unit A03	= A03單位天台
C.L.	= 爬梯 Cat Ladder	Roof for Unit A05	= A05單位天台
Dn	=下Down	Roof for Unit A06	= A06單位天台
Dog House	= 管道房	Roof for Unit A07	= A07單位天台
Drainage Reserve Designated as Common Area under DMC	= 根據公契將被定為公用地方的排水系統	Roof for Unit A08	= A08單位天台
EMR	= 電錶房 Electrical Meter Room	Roof for Unit A09	= A09單位天台
Flat Roof for Unit A01	= A01單位平台	Roof for Unit A10	= A10單位天台
Flat Roof for Unit A02	= A02單位平台	Roof for Unit A11	= A11單位天台
Flat Roof for Unit A03	= A03單位平台	Roof for Unit A12	= A12單位天台
Flat Roof for Unit A05	= A05單位平台	Roof for Unit A15	= A15單位天台
Flat Roof for Unit A06	= A06單位平台	Roof for Unit A16	= A16單位天台
Flat Roof for Unit A07	= A07單位平台	Roof for Unit A17	= A17單位天台
Flat Roof for Unit A08	= A08單位平台	Roof for Unit B01	= B01單位天台
Flat Roof for Unit A09	= A09單位平台	Roof for Unit B02	= B02單位天台
Flat Roof for Unit A10	= A10單位平台	Roof for Unit B03	= B03單位天台
Flat Roof for Unit A11	= A11單位平台	Roof for Unit B05	= B05單位天台
Flat Roof for Unit A12	= A12單位平台	Roof for Unit B06	= B06單位天台
Flat Roof for Unit A15	= A15單位平台	Roof for Unit B07	= B07單位天台
Flat Roof for Unit A16	= A16單位平台	1500 (H) Separation Wall	= 1500 (高) 分隔牆 1500 (Height) Separation Wall
Flat Roof for Unit A17	= A17單位平台	T.D.	= 電話線槽 Telephone Duct
Flat Roof for Unit B01	= B01單位平台	To be designated as common area under DMC	= 根據公契將被定為公用地方
Flat Roof for Unit B02	= B02單位平台	(For Maintenance)	(作維修用途)
Flat Roof for Unit B03	= B03單位平台	Up	= 上
Flat Roof for Unit B05	= B05單位平台	WMC	= 水錶櫃 Water Meter Cabinet

#### **Explanatory Notes:**

#### 備註:

- 1. Symbols of fittings and fitments shown on the floor plans, such as shower compartment, water closet, shower, wash basin, induction hob and kitchen cabinet etc, are architectural symbols retrieved from the latest approved general building plans and for general indication only.
- 2. There may be architectural features and exposed pipes, pipe covers on external walls. There are manhole covers and surface channel in flat roof.
- 3. There are dish channels and surface channels at flat roof and roof.
- 4. Some residential units have ceiling bulkheads, sunken slabs and flat roofs of the residential units on the above floor installed in the living room, bedrooms, open kitchen and/or corridor to conceal the air-conditioning system and/or mechanical and electrical services in the residential unit.
- 5. The internal ceiling height within some units may vary due to structural, architectural and/or decoration design variations.
- 6. There may be common pipes and/or mechanical and electrical services within the air conditioning platform, balconies and roofs of some residential units.
- 7. Balconies and utility platforms are non-enclosed areas.

- 1. 樓面平面圖上所顯示的形象裝置符號,例如淋浴間、坐廁、花灑、洗手盆、電磁爐及廚櫃等乃摘自最新的 經批准的建築圖則,只作一般性標誌。
- 2. 外牆或設有建築裝飾及外露喉管道、喉管蓋。平台設有沙井蓋及去水渠。
- 3. 平台及天台設有碟型渠及去水渠。
- 4. 部份住宅單位之客廳、睡房、開放式廚房及/或走廊或設有假天花、上層單位跌級樓板及平台,用以隱藏裝設在住宅單位內的冷氣及/或其他機電設備。
- 5. 部份單位之天花高度將會因結構、建築設計及/或裝修設計上的需要而有差異。
- 6. 部份住宅單位之冷氣機平台、露台及天台內或裝有公用喉管及/或其他機電設備。
- 7. 露台及工作平台為不可封閉的地方。

### 2/F Floor Plan 2樓平面圖



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

備註: 平面圖所列之數字為以毫米標示之建築結構尺寸。

### FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

Floor-to-Floor Height (mm)

層與層之間的高度(毫米)

Each Residential Property	Floor							Unit	單位						
每個住宅物業	樓層	A01	A02	A03	A05	A06	A07	A08	A09	A10	A11	A12	A15	A16	A17
Thickness of Floor Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)	2/F	125, 150, 175													
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	2樓	3500, 3600, 3900													
Each Residential Property	Floor	Unit 單位													
每個住宅物業	樓層	B01	B02	B03	B05	B06	B07								
Thickness of Floor Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)	2/F	125, 150, 175	125, 150, 175	125, 150, 175	125, 150, 175	125, 150, 175	125, 150, 175								
	2樓	2500	2500	2500	2500	2500	2500	]							

3500,

3600,

3900

3500,

3600,

3900

3500,

3600,

3900

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

3500,

3600,

3900

3500,

3600,

3900

3500,

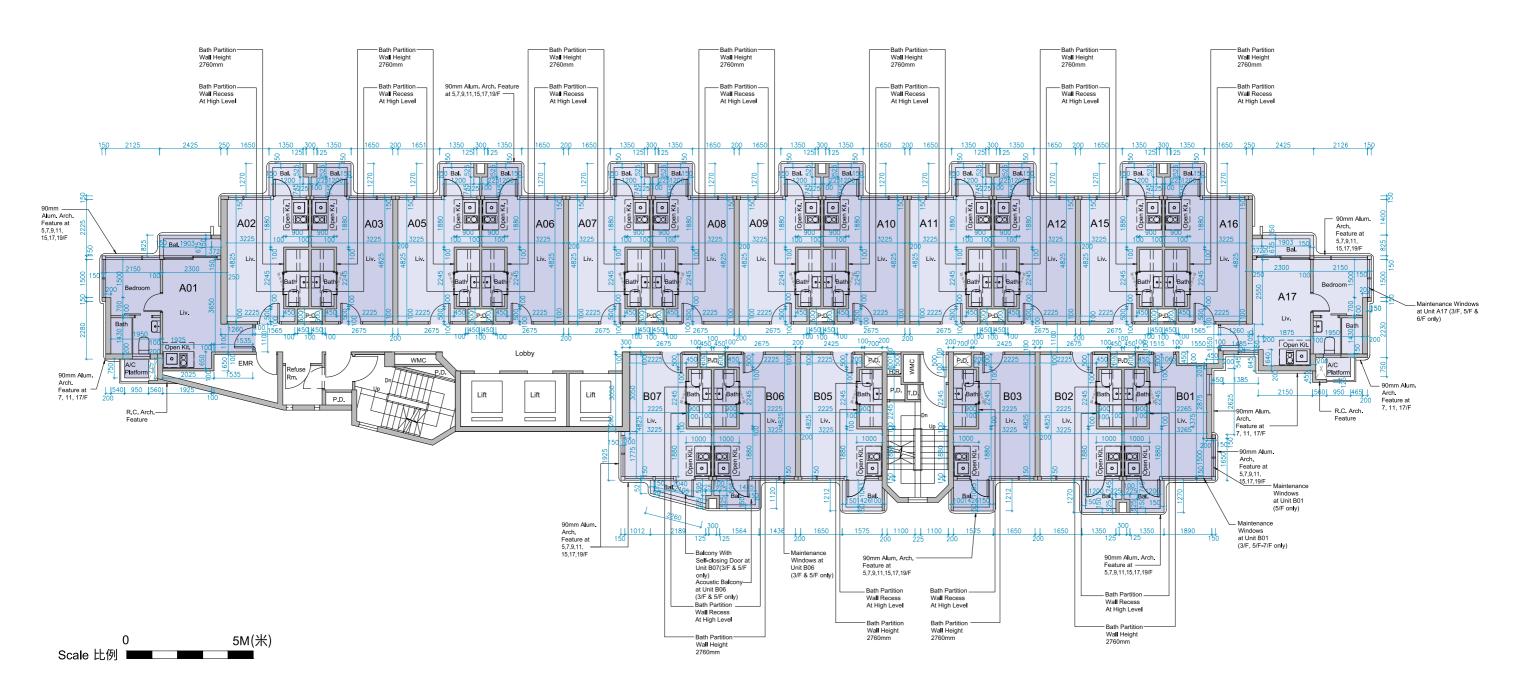
3600,

3900

Note: Please refer to pages 17-18 of this Sales Brochure for legend of the terms and abbreviations used on the floor plan above and the explanatory notes that are applicable thereto. 備註:樓面平面圖中所使用名詞及簡稱之圖例及其適用的備註,請參閱本售樓說明書第17至18頁。

### 3/F, 5/F-12/F & 15/F-20/F Floor Plan 3樓、5樓-12樓及15樓-20樓平面圖





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

備註 : 平面圖所列之數字為以毫米標示之建築結構尺寸。

Each Residential Property	Floor							Unit	單位						
每個住宅物業	樓層	A01	A02	A03	A05	A06	A07	A08	A09	A10	A11	A12	A15	A16	A17
Thickness of Floor Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)	3/F, 5/F-12/F & 15/F-19/F	125, 150, 175													
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	3樓、5樓-12樓及 15樓-19樓	3500	3500	3500	3500	3500	3500	3500	3500	3500	3500	3500	3500	3500	3500
Each Residential Property	Floor 樓層	Unit 單位								,					
每個住宅物業		B01	B02	B03	B05	B06	B07								
Thickness of Floor Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)	3/F, 5/F-12/F & 15/F-19/F	125, 150, 175	125, 150, 175	125, 150, 175	125, 150, 175	125, 150, 175	125, 150, 175								
Floor-to-Floor Height (mm)	3樓、5樓-12樓及 15樓-19樓	3500	3500	3500	3500	3500	3500								

3500

3500

3500

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

3500

3500

3500

Notes: 1. Please refer to pages 17-18 of this Sales Brochure for legend of the terms and abbreviations used on the floor plan above and the explanatory notes that are applicable thereto. 2. 4/F, 13/F and 14/F are omitted.

層與層之間的高度(毫米)

備註 : 1. 樓面平面圖中所使用名詞及簡稱之圖例及其適用的備註,請參閱本售樓說明書第17至18頁。

2. 不設4樓、13樓及14樓。

Each Residential Property	Floor 樓層							Unit	單位						
每個住宅物業		A01	A02	A03	A05	A06	A07	A08	A09	A10	A11	A12	A15	A16	A17
Thickness of Floor Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)	20/5	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	- 20/F 20樓	3500, 3550, 3800	3500, 3550, 3800, 3900	3500, 3550, 3800											
Each Residential Property	Floor	Unit 單位												1	
每個住宅物業	樓層	B01	B02	B03	B05	B06	B07								
Thickness of Floor Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)	20/5	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175								
	- 20/F 20樓	3500,	3500,	3500,	3500,	3500,	3500,								

3550,

3800,

3900

3550,

3800,

3900

3550,

3800,

3900

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

3550,

3800,

3900

3550,

3800,

3900

3550,

3800,

3900

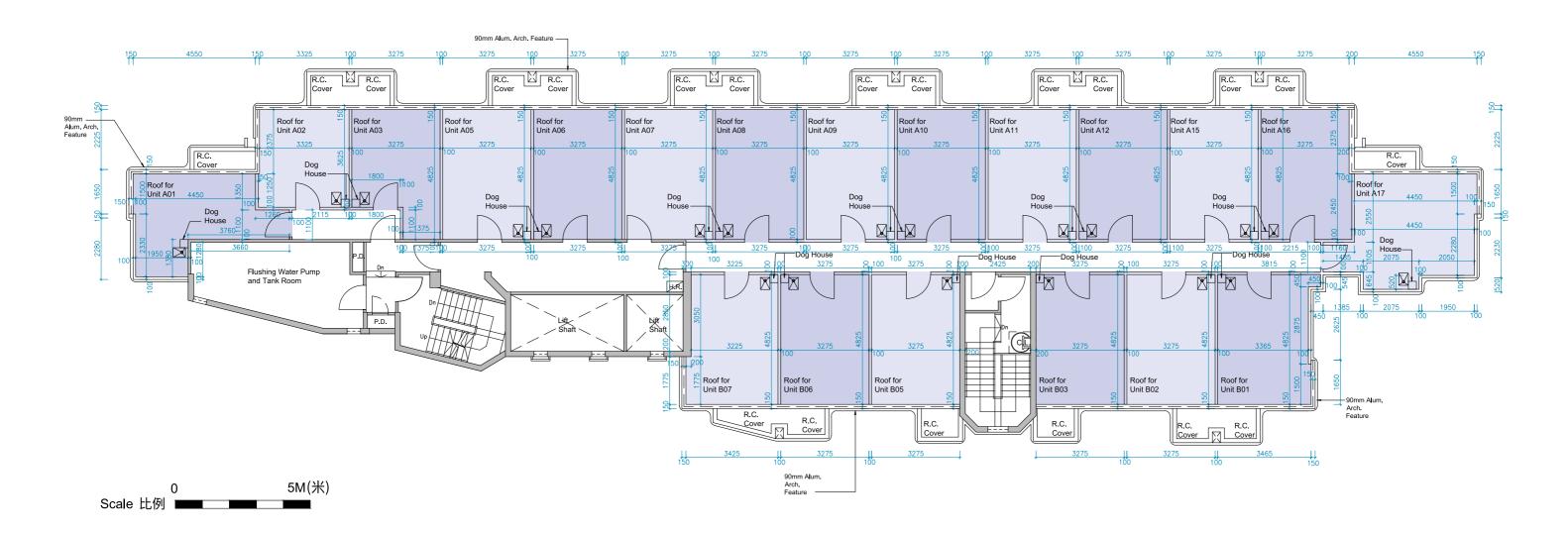
Note: Please refer to pages 17-18 of this Sales Brochure for legend of the terms and abbreviations used on the floor plan above and the explanatory notes that are applicable thereto. 備註:樓面平面圖中所使用名詞及簡稱之圖例及其適用的備註,請參閱本售樓說明書第17至18頁。

Floor-to-Floor Height (mm)

層與層之間的高度(毫米)

### Main Roof Floor Plan 天台平面圖





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

Each Residential Property	Floor							Unit	單位						
每個住宅物業	樓層	A01	A02	A03	A05	A06	A07	A08	A09	A10	A11	A12	A15	A16	A17
Thickness of Floor Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)	Main Roof Floor								olicable <sup>賓</sup> 用						
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	天台								olicable <sup>適</sup> 用						
Each Residential Property	Floor 樓層	Unit 單位													
每個住宅物業		B01	B02	B03	B05	B06	B07								
Thickness of Floor Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)	Main Roof Floor				plicable 適用										
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	天台				plicable 適用										

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

Note: Please refer to pages 17-18 of this Sales Brochure for legend of the terms and abbreviations used on the floor plan above and the explanatory notes that are applicable thereto. 備註:樓面平面圖中所使用名詞及簡稱之圖例及其適用的備註,請參閱本售樓說明書第17至18頁。

Descriptio Residential P 物業的指	on of Property 描述	Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)			Area of othe	其他指明項目	ms (Not inclu 的面積(不計算 (sq. ft.) 平方 <del>)</del>	ded in the Saleat 引入實用面積) 长 (平方呎)	ole Area)			
Floor 樓層	Unit 單位	實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	A01	21.862 (235) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	15.205 (164)	_	_	-	_	-	_
	A02	17.190 (185) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	15.425 (166)	_	-	_	-	-	_
	A03	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	_	15.303 (165)	_	-	-	_	_	_
	A05	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	-	_	-	15.996 (172)	_	-	-	_	-	_
2/F 2樓	A06	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	_	6.071 (65)	_	-	-	_	-	_
2樓	A07	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	6.071 (65)	_	_	-	_	-	_
	A08	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	6.002 (65)	_	-	-	-	_	_
	A09	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	6.071 (65)	_	-	-	-	_	_
	A10	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	-	_	-	6.002 (65)	_	-	-	_	-	-
	A11	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	_	6.071 (65)	_	-	_	_	_	-

The saleable area of the residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

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

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

2. There is no verandah in the residential properties of the Development.

備註 : 1. 上述以平方呎顯示之面積,均以1平方米=10.764平方呎換算並以四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。

2. 發展項目住宅物業並無陽台。

Descriptio Residential P 物業的指	on of Property 描述	Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)			Area of othe	其他指明項目	ms (Not inclu 的面積(不計算 (sq. ft.) 平方光	ded in the Saleat 引入實用面積) 长 (平方呎)	ole Area)			
Floor 樓層	Unit 單位	實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	A12	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	6.002 (65)	-	_	-	_	-	_
	A15	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	-	-	-	6.071 (65)	-	-	_	-	-	_
	A16	17.190 (185) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	_	3.980 (43)	I	-	-	_	_	_
	A17	21.803 (235) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	_	15.859 (171)	ı	-	-	_	_	_
2/F 2樓	B01	17.224 (185) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	_	16.388 (176)	-	_	-	_	-	_
2樓	B02	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	_	13.470 (145)	-	_	-	_	-	_
	B03	17.349 (187) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	14.320 (154)	-	_	-	-	_	_
	B05	17.349 (187) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	10.409 (112)	_	-	-	_	_	_
	B06	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	4.538 (49)	-	-	-	_	-	_
	B07	17.950 (193) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	_	1.758 (19)	-	-	_	_	_	_

The saleable area of the residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

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

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

2. There is no verandah in the residential properties of the Development.

備註 : 1. 上述以平方呎顯示之面積,均以1平方米=10.764平方呎換算並以四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。

<sup>2.</sup> 發展項目住宅物業並無陽台。

Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積(不計算入實用面積) sq. metre (sq. ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位	實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	A01	23.862 (257) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	_	-	_	П	_	-	_
	A02	19.190 (207) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	_	Г	_	1	_	I	_	-	-
	A03	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	_	-	_	-	_	-	_	-	-
	A05	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	-	_	_	_	-	_	_	-	-
3/F, 5/F-12/F & 15/F-19/F	A06	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	-	-	_	<del>-</del>	-	I	_	-	_
3樓、5樓-12樓及 15樓-19樓	A07	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	_	-	_	-	-	ļ	_	-	_
	A08	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	-	-	_	l	_	I	_	-	-
	A09	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	-	-	_	<del>-</del>	_	-	_	-	-
	A10	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	_	_	_	_	_	-	_
	A11	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	<del>-</del>	_	_	_	_	_	_	_	_	_

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

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

<sup>2.</sup> There is no verandah in the residential properties of the Development.

<sup>3. 4/</sup>F, 13/F and 14/F are omitted.

備註 : 1. 上述以平方呎顯示之面積,均以1平方米=10.764平方呎換算並以四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。

<sup>2.</sup> 發展項目住宅物業並無陽台。

<sup>3.</sup> 不設4樓、13樓及14樓。

Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積(不計算入實用面積) sq. metre (sq. ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位	實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	A12	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	<del>-</del>	_	-	_	_	_	_	_	-	_
	A15	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	<del>-</del>	_	-	_	_	_	_	_	-	_
	A16	19.190 (207) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	-	-	_	-	-	_	_	-	_
	A17	23.803 (256) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	-	_	_	-	-	_	_	-	_
3/F, 5/F-12/F & 15/F-19/F	B01	19.224 (207) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	-	-	_	-	-	<del>-</del>	_	-	-
3樓、5樓-12樓及 15樓-19樓	B02	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	-	-	_	_	-	-	_	-	_
	В03	19.349 (208) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	-	-	_	-	-	<del>-</del>	_	-	-
	B05	19.349 (208) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	<del>-</del>	_	-	_	_	_	_	_	-	_
	B06	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	<del>-</del>	_	-	_	_	_	_	_	-	_
	В07	19.950 (215) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	_	_	_	_	_	_	_

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

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

<sup>2.</sup> There is no verandah in the residential properties of the Development.

<sup>3. 4/</sup>F, 13/F and 14/F are omitted.

備註 : 1. 上述以平方呎顯示之面積,均以1平方米=10.764平方呎換算並以四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。

<sup>2.</sup> 發展項目住宅物業並無陽台。

<sup>3.</sup> 不設4樓、13樓及14樓。

Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積(不計算入實用面積) sq. metre (sq. ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位	實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	A01	23.862 (257) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	-	_	-	15.130 (163)	_	-	_
	A02	19.190 (207) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	ı	_	_	-	12.116 (130)	-	-	_
	A03	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	ı	_	_	_	13.522 (146)	_	-	_
	A05	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	ŀ	-	_	-	15.802 (170)	_	-	_
20/F 20樓	A06	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	_	_	-	15.802 (170)	_	-	_
20樓	A07	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	-	l	-	_	-	15.802 (170)	-	-	_
	A08	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	_	_	-	15.802 (170)	_	_	_
	A09	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	I	_	_	-	15.802 (170)	_	_	_
	A10	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	-	_	-	15.802 (170)	-	-	_
	A11	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	_	_	-	15.802 (170)	_	_	

The saleable area of the residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

住宅物業的實用面積,以及露台、工作平台及陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)是按照《一手住宅物業銷售條例》附表2第2部計算得出的。 Notes: 1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.

2. There is no verandah in the residential properties of the Development.

備註 : 1. 上述以平方呎顯示之面積,均以1平方米=10.764平方呎換算並以四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。

2. 發展項目住宅物業並無陽台。

Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積(不計算入實用面積) sq. metre (sq. ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位	實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	A12	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	_	_	_	15.802 (170)	_	-	-
	A15	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	_	_	_	15.802 (170)	_	-	-
	A16	19.190 (207) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	_	_	_	_	16.047 (173)	_	-	-
	A17	23.803 (256) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	_	_	_	19.291 (208)	_	-	-
20/F 20樓	B01	19.224 (207) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	_	_	_	16.589 (179)	_	-	-
20樓	B02	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	-	-	-	-	_	-	15.802 (170)	-	-	-
	B03	19.349 (208) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	_	_	_	_	15.802 (170)	_	-	-
	B05	19.349 (208) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	_	_	_	15.802 (170)	_	1	-
	B06	18.828 (203) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	-	-	-	-	15.802 (170)	_	_	-
	B07	19.950 (215) Balcony 露台: 2.000 (22) Utility Platform 工作平台: - (-)	_	_	_	_	_	-	15.916 (171)	_	_	-

The saleable area of the residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

住宅物業的實用面積,以及露台、工作平台及陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
Notes: 1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.

2. There is no verandah in the residential properties of the Development.

備註 : 1. 上述以平方呎顯示之面積,均以1平方米=10.764平方呎換算並以四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。

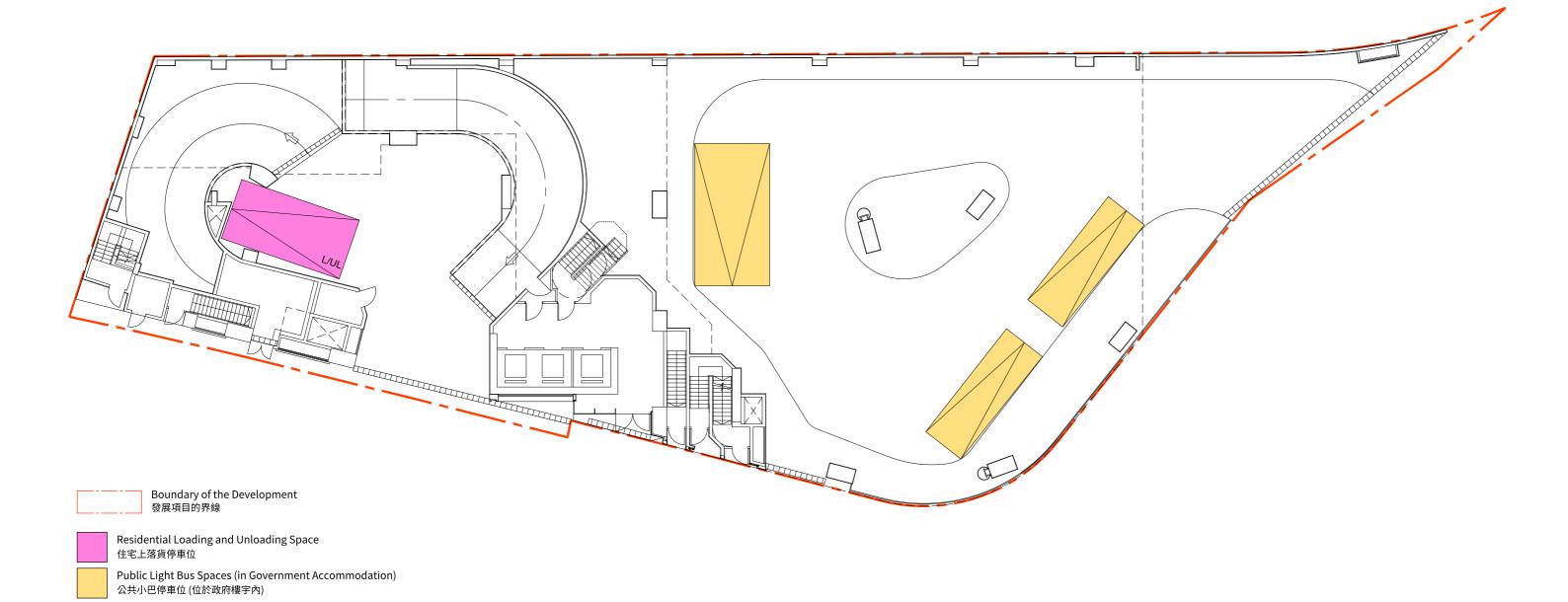
<sup>2.</sup> 發展項目住宅物業並無陽台。

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

### Ground Floor Plan 地下平面圖

Scale 比例





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

### Basement Floor Plan 地庫平面圖





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

Location, Number, Dimensions and Areas of Parking Spaces: 停車位位置、數目、尺寸及面積表:

Type of Parking Spaces 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸 (長 x 闊) (米)	Area of Each Parking Space (sq.m) 每個停車位面積 (平方米)
Residential Loading and Unloading Space 住宅上落貨停車位	Ground Floor 地下	1	7.0 x 3.5	24.5
Residential Car Parking Spaces 住宅停車位	Basement Floor 地庫	15	5.0 x 2.5	12.5
Visitor Car Parking Space 訪客停車位	Basement Floor 地庫	1	5.0 x 2.5	12.5
Accessible Car Parking Space (For Visitor) 暢通易達停車位 (訪客車位)	Basement Floor 地庫	1	5.0 x 3.5	17.5
Residential Motor Cycle Parking Spaces 住宅電單車停車位	Basement Floor 地庫	4	2.4 x 1.0	2.4
Public Light Bus Space (in Government Accommodation) 公共小巴停車位 (位於政府樓宇內)	Ground Floor 地下	1	8.0 x 4.2	33.6
Public Light Bus Spaces (in Government Accommodation) 公共小巴停車位 (位於政府樓宇內)	Ground Floor 地下	2	7.4 x 2.5	18.5

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

- a. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (the "preliminary agreement");
- b. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
- c. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement
  - (i) the preliminary agreement is terminated;(ii) the preliminary deposit is forfeited; and

  - (iii) the owner does not have any further claim against the purchaser for the failure.

- a. 在簽署臨時買賣合約(「該臨時合約」)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。

## SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

The Deed of Mutual Covenant and Management Agreement of the Development (the "DMC") provides that :-

#### A. The common parts of the Development

#### 1. "Common Areas and Facilities" means:-

the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities;

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

- (a) the Caretaker's Counter, such parts of the Slopes and Retaining Walls (if any) which are within the boundary of the Land, emergency generator room, external walls of the Development (excluding those forming part of the Residential Accommodation), lifts, lift pit, lift lobby, lobby roof, inaccessible flat roofs, fire services control room & sprinkler control valve, fire services inlet, fire services sprinkler inlets, fire services check meter cabinet, fire services water pump & tank room, pipe duct rooms, sprinkler water pump & tank rooms, upper part of sprinkler water tank, staircases, low voltage switch room, switch rooms, transformer rooms, cable duct riser rooms, such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole which for the purposes of identification only are shown coloured Green on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Development Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for common use and benefit of the Development as a whole

but shall exclude the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities;

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

(a) the Accessible Car Parking Space, the Club House, the Greenery Areas, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities, the Residential Loading and Unloading Space, the Visitor Car Parking Spaces, covered landscape areas (for the purposes of identification only are shown coloured Yellow Cross-hatched Black on the First Floor plan of the DMC Plans and marked "COVERED LANDSCAPE PLAY AREA"), staircases, electricity meter rooms, external walls of the Residential Accommodation (excluding those windows forming part of the Residential Units), hose reels, lift lobbies, lift machine rooms, lift shafts, lift pits, potable water pump and tank rooms, potable water booster pump rooms, flushing water pump and tank rooms, telecommunications and broadcasting rooms, open flat roofs, pipe ducts, refuse storage and material recovery chamber rooms, refuse rooms, check water meter cabinets, wider common corridors, mass concrete fill and such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner which (insofar as they are capable of being identified) for the purposes of identification only are shown coloured Yellow, Yellow Hatched Black, Yellow Hatched Black Stippled Black and Yellow Cross-hatched Black on the DMC Plans and marked "V1" and "V2" on the Basement plan of the DMC Plans;

- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Residential Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner

but shall exclude the Development Common Areas and Facilities and the Carpark Common Areas and Facilities.

#### 4. "Carpark Common Areas and Facilities" means and includes:-

- (a) the whole of the Carpark (except the Parking Spaces, the Accessible Car Parking Space, the Visitor Car Parking Spaces and the Residential Loading and Unloading Space) including but not limited to driveways, staircases, lift lobby, fan rooms, electric vehicle charger rooms, exhaust air ducts, such areas and facilities of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner which (insofar as they are capable of being identified) for the purposes of identification only are shown coloured Grey on the DMC Plans:
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Carpark Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner

but shall exclude the Development Common Areas and Facilities and the Residential Common Areas and Facilities.

## SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

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

Floor	Unit	No. of Undivided Shares allocated to each Residential Unit
	A01	22
	A02	18
	A03	17
	A05	17
	A06	16
	A07	16
	A08	16
	A09	16
	A10	16
2/5	A11	16
2/F	A12	16
	A15	16
	A16	17
	A17	22
	B01	18
	B02	17
	B03	18
	B05	18
	B06	16
	B07	17
	A01	23
	A02	19
	A03	18
	A05	18
2/5	A06	18
3/F	A07	18
	A08	18
	A09	18
	A10	18
	A11	18

Floor	Unit	No. of Undivided Shares allocated to each Residential Unit
	A12	18
	A15	18
	A16	19
	A17	23
2/⊏	B01	19
3/F	B02	18
	B03	19
	B05	19
	B06	18
	B07	19
	A01	23
	A02	19
	A03	18
	A05	18
	A06	18
	A07	18
	A08	18
	A09	18
	A10	18
E /E 12 /E	A11	18
5/F-12/F	A12	18
	A15	18
	A16	19
	A17	23
	B01	19
	B02	18
	B03	19
	B05	19
	B06	18
	B07	19

Note: 4/F, 13/F and 14/F are omitted.

## SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

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

Floor	Unit	No. of Undivided Shares allocated to each Residential Unit
	A01	23
	A02	19
	A03	18
	A05	18
	A06	18
	A07	18
	A08	18
	A09	18
	A10	18
15/F-19/F	A11	18
15/1-15/1	A12	18
	A15	18
	A16	19
	A17	23
	B01	19
	B02	18
	B03	19
	B05	19
	B06	18
	B07	19

Note: 4/F, 13/F and 14/F are omitted.

Floor	Unit	No. of Management Shares allocated to each Residential Unit
	A01	24
	A02	20
	A03	19
	A05	19
	A06	19
	A07	19
	A08	19
	A09	19
	A10	19
20/F	A11	19
20/ F	A12	19
	A15	19
	A16	20
	A17	24
	B01	20
	B02	19
	B03	20
	B05	20
	B06	19
	B07	20

Note: 4/F, 13/F and 14/F are omitted.

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

The manager will be appointed for an initial term of not exceeding 2 years from the date of the DMC. The appointment of the manager may be terminated in accordance with the provisions of the DMC.

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

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

## SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

Management shares are allocated to each residential property. There are set out in the table below.

Floor	Unit	No. of Management Shares allocated to each Residential Unit
	A01	22
	A02	18
	A03	17
	A05	17
	A06	16
	A07	16
	A08	16
	A09	16
	A10	16
2/F	A11	16
2/ Γ	A12	16
	A15	16
	A16	17
	A17	22
	B01	18
	B02	17
	B03	18
	B05	18
	B06	16
	B07	17
	A01	23
	A02	19
	A03	18
	A05	18
2/5	A06	18
3/F	A07	18
	A08	18
	A09	18
	A10	18
	A11	18

Floor	Unit	No. of Management Shares allocated to each Residential Unit
	A12	18
	A15	18
	A16	19
	A17	23
3 /F	B01	19
3/F	B02	18
	B03	19
	B05	19
	B06	18
	B07	19
	A01	23
	A02	19
	A03	18
	A05	18
	A06	18
	A07	18
	A08	18
	A09	18
	A10	18
E/E 13/E	A11	18
5/F-12/F	A12	18
	A15	18
	A16	19
	A17	23
	B01	19
	B02	18
	B03	19
	B05	19
	B06	18
	B07	19

Note: 4/F, 13/F and 14/F are omitted.

# SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

Floor	Unit	No. of Management Shares allocated to each Residential Unit
	A01	23
	A02	19
	A03	18
	A05	18
	A06	18
	A07	18
	A08	18
	A09	18
	A10	18
15/F-19/F	A11	18
13/17-19/17	A12	18
	A15	18
	A16	19
	A17	23
	B01	19
	B02	18
	B03	19
	B05	19
	B06	18
	B07	19

Note: 4/F, 13/F and 14/F are omitted.

Floor	Unit	No. of Management Shares allocated to each Residential Unit
	A01	24
	A02	20
	A03	19
	A05	19
	A06	19
	A07	19
	A08	19
	A09	19
	A10	19
20/F	A11	19
20/17	A12	19
	A15	19
	A16	20
	A17	24
	B01	20
	B02	19
	B03	20
	B05	20
	B06	19
	B07	20

Note: 4/F, 13/F and 14/F are omitted.

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

The management fee deposit is equal to two (2) months' contribution towards the management expenses payable in respect of a Unit based on the first annual management budget.

F. Area (if any) in the Development retained by the owner for the owner's own use Not applicable.

## SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

「發展項目」的《公契及管理協議》(「公契」)訂明:

#### A. 「發展項目」的公用部分

#### 1. 「公用地方及設施」指:

「發展項目公用地方及設施」、「住宅公用地方及設施」和「停車場公用地方及設施」;

#### 2. 「發展項目公用地方及設施」指及包括:

- (a) 「管理員櫃檯」、位於「該土地」邊界範圍內的「斜坡及護土牆」部分(如有)、緊急發電機房、「發展項目」外牆(構成「住宅樓宇」一部分的外牆除外)、電梯、電梯井、電梯大堂、大堂頂、不可通達平台、消防控制室及消防花灑控制閥、消防入水掣、消防花灑入水掣、消防檢測錶櫃、消防水泵及水缸房、管槽房、消防花灑水泵及水缸房、消防花灑水缸上部、樓梯、低壓電掣房、電掣房、變壓器房、電纜豎管房,位於及設於「該土地」及「發展項目」擬供「發展項目」整體公用與共享的地方及設施,現於「公契圖則」以綠色顯示,以供識別;
- (b) 「該土地」及「發展項目」內由「業主」於任何時候根據「公契」指定為「發展項目公用地方及設施」的 其他地方及設施;及
- (c) 「該土地」及「發展項目」內符合《建築物管理條例》附表1訂明的公用部分,擬供「發展項目」整體 公用與共享,

但不包括「住宅公用地方及設施」和「停車場公用地方及設施」;

#### 3. 「住宅公用地方及設施」指及包括:

- (a) 「暢通易達停車位」、「會所」、「綠化地方」、安裝或使用天線廣播分導或電訊網絡設施的地方、「住宅上落貨停車位」、「訪客停車位」、有蓋園景區(於「公契圖則」的「一樓平面圖」以黃色間黑交叉線顯示並註明為"COVERED LANSCAPE PLAY AREA",以供識別)、樓梯、電錶房、「住宅樓宇」外牆(構成「住宅單位」一部分的窗除外)、喉轆、電梯大堂、電梯機房、電梯槽、電梯井、食水泵及水缸房、食水增壓泵房、沖廁水泵及水缸房、電訊及廣播室、露天平台、管槽、垃圾及物料回收房、垃圾房、檢測水錶櫃、加闊公共走廊、混凝土填充層和「該土地」及「發展項目」內擬供「住宅樓宇」整體共享而非任何個別「業主」專享的地方及設施,現於「公契圖則」以黃色、黃色間黑斜線、黃色間黑斜線加黑點和黃色間黑交叉線顯示(只要可在圖則辨識)並於「公契圖則」的「地庫平面圖」註明為"V1"及"V2",以供識別;
- (b) 「該土地」及「發展項目」內由「業主」於任何時候根據「公契」指定為「住宅公用地方及設施」的 其他地方及設施;及
- (c) 「該土地」及「發展項目」內符合《建築物管理條例》附表1訂明的公用部分,擬供「住宅樓宇」整體 共享,而非任何個別「業主」專享,

但不包括「發展項目公用地方及設施」和「停車場公用地方及設施」。

#### 4. 「停車場公用地方及設施」指及包括:

(a) 「停車場」所有範圍(「停車位」、「暢通易達停車位」、「訪客停車位」及「住宅上落貨停車位」除外),包括但不限於行車道、樓梯、電梯大堂、風機房、電動車充電器房、排氣管和「該土地」及「發展項目」內擬供「停車場」整體共享而非任何個別「業主」專享的地方及設施,現於「公契圖則」以灰色顯示(只要可在圖則辨識),以供識別;

- (b) 「該土地」及「發展項目」內由「業主」於任何時候根據「公契」指定為「停車場公用地方及設施」的 其他地方及設施;及
- (c) 「該土地」及「發展項目」內符合《建築物管理條例》附表1訂明的公用部分,擬供「停車場」整體 共享,而非任何個別「業主」專享,

但不包括「發展項目公用地方及設施」和「住宅公用地方及設施」。

#### B. 分配予「發展項目」中每個住宅物業的不分割份數數目

樓層	單位	每個住宅單位獲分配的不分割份數數目
	A01	22
	A02	18
	A03	17
	A05	17
	A06	16
	A07	16
	A08	16
	A09	16
	A10	16
2樓	A11	16
<b>Δ1安</b>	A12	16
	A15	16
	A16	17
	A17	22
	B01	18
	B02	17
	B03	18
	B05	18
	B06	16
	B07	17

## SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

樓層	單位	每個住宅單位獲分配的不分割份數數目
	A01	23
	A02	19
	A03	18
	A05	18
	A06	18
	A07	18
	A08	18
	A09	18
	A10	18
ე <del>†</del> ⊕	A11	18
3樓	A12	18
	A15	18
	A16	19
	A17	23
	B01	19
	B02	18
	B03	19
	B05	19
	B06	18
	B07	19
	A01	23
	A02	19
	A03	18
	A05	18
C+B 10+B	A06	18
5樓-12樓 -	A07	18
	A08	18
	A09	18
	A10	18
	A11	18

樓層	單位	每個住宅單位獲分配的不分割份數數目
	A12	18
	A15	18
	A16	19
	A17	23
5樓-12樓	B01	19
3/安-12/安	B02	18
	B03	19
	B05	19
	B06	18
	B07	19
	A01	23
	A02	19
	A03	18
	A05	18
	A06	18
	A07	18
	A08	18
	A09	18
	A10	18
45 lth 40 lth	A11	18
15樓-19樓	A12	18
	A15	18
	A16	19
	A17	23
	B01	19
	B02	18
	B03	19
	B05	19
	B06	18
	B07	19

備註:不設4樓、13樓及14樓。

備註:不設4樓、13樓及14樓。

## SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

樓層	單位	每個住宅單位獲分配的不分割份數數目
	A01	24
	A02	20
	A03	19
	A05	19
	A06	19
	A07	19
	A08	19
	A09	19
	A10	19
20樓	A11	19
201安	A12	19
	A15	19
	A16	20
	A17	24
	B01	20
	B02	19
	B03	20
	B05	20
	B06	19
	B07	20

備註:不設4樓、13樓及14樓。

#### C. 發展項目的管理人的委任年期

管理人的首屆任期不超過兩(2)年,由公契生效日開始。管理人的任命可按照公契條文規定終止。

#### D. 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

每名住宅單位業主均應按照公契訂明的方式、金額及比例,根據其住宅單位的管理份數數額和公契所訂原則分擔發展項目的管理開支(以管理人擬備的預算案作依據)。

發展項目中的每個住宅物業配有管理份數,詳細的分配狀況,請參閱下表。

樓層	單位	每個住宅單位獲分配的管理份數數目
	A01	22
	A02	18
	A03	17
	A05	17
	A06	16
	A07	16
	A08	16
	A09	16
	A10	16
2樓	A11	16
2代安	A12	16
	A15	16
	A16	17
	A17	22
	B01	18
	B02	17
	B03	18
	B05	18
	B06	16
	B07	17

備註:不設4樓、13樓及14樓。

## SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

樓層	單位	每個住宅單位獲分配的管理份數數目
	A01	23
	A02	19
	A03	18
	A05	18
	A06	18
	A07	18
	A08	18
	A09	18
	A10	18
ე <del>†⊕</del>	A11	18
3樓	A12	18
	A15	18
	A16	19
	A17	23
	B01	19
	B02	18
	B03	19
	B05	19
	B06	18
	B07	19
	A01	23
	A02	19
	A03	18
	A05	18
rie 10le	A06	18
5樓-12樓	A07	18
	A08	18
	A09	18
	A10	18
	A11	18

樓層	單位	每個住宅單位獲分配的管理份數數目
	A12	18
	A15	18
	A16	19
	A17	23
r <del>l</del> ⊕ 1⊃ <del>l</del> ⊕	B01	19
5樓-12樓	B02	18
	B03	19
	B05	19
	B06	18
	B07	19
	A01	23
	A02	19
	A03	18
	A05	18
	A06	18
	A07	18
	A08	18
	A09	18
	A10	18
	A11	18
15樓-19樓	A12	18
	A15	18
	A16	19
	A17	23
	B01	19
	B02	18
	B03	19
	B05	19
	B06	18
	B07	19

備註:不設4樓、13樓及14樓。

備註:不設4樓、13樓及14樓。

## SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

樓層	單位	每個住宅單位獲分配的管理份數數目
	A01	24
	A02	20
	A03	19
	A05	19
	A06	19
	A07	19
	A08	19
	A09	19
	A10	19
20樓	A11	19
	A12	19
	A15	19
	A16	20
	A17	24
	B01	20
	B02	19
	B03	20
	B05	20
	B06	19
	B07	20

備註:不設4樓、13樓及14樓。

#### E. 計算管理費按金的基準

管理費按金金額為每個單位應根據首份年度管理預算案分擔的兩(2)個月管理開支攤付款項。

#### F. 擁有人在發展項目中保留作自用的範圍(如有的話)

不適用。

- 1. The Development is constructed on Tsing Yi Town Lot No. 192 (the "Lot").
- 2. The Lot is granted under New Grant No. 22619 for a term of 50 years commencing from 10 May 2018 (the "Land Grant").
- 3. Maintenance

General Condition No.7 of the Land Grant stipulates that:-

- "(a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
  - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto; and
  - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
- (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director."
- 4. Indemnify Government against existing foundations, buildings and structures

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

- "(a) The Purchaser hereby acknowledges that as at the date of this Agreement, there are some foundations, buildings and structures existing on the lot (which foundations, buildings and structures are hereinafter collectively referred to as "the Existing Buildings and Structures"). Without prejudice to the generality of General Condition No. 5 hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Buildings and Structures. The Purchaser shall at his own expense demolish and remove from the lot the Existing Buildings and Structures (hereinafter referred to as "the Demolition Works").
- (b) The Government will accept no responsibility or liability and no claim whatsoever shall be made against the Government by the Purchaser for any loss, damage, nuisance or disturbance caused to or suffered by the Purchaser or any other person by reason of or arising out of or incidental to the presence, demolition or removal of the Existing Buildings and Structures. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Existing Buildings and Structures and the carrying out of the Demolition Works."
- 5. Formation of the Green Area (time limit, manner and purpose)

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

"(a) The Purchaser shall:

- i) on or before the 31st day of December 2023 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 such portion of the future public road shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Area"); and
  - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

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

- (ii) on or before the 31st day of December 2023 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 Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No. (4) hereof.
- (b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance."

#### 6. Building covenant

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

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

#### 7. User

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

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

- (b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:
  - (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;
  - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than three basement levels), for private residential purposes; and
  - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
- (c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Condition No. (39) hereof (as may be varied under Special Condition No. (41) hereof) and Special Condition No. (40) hereof or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause (c) shall be final and binding on the Purchaser.
- (d) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or floors and whether a floor or floors constitute a basement level or basement levels shall be final and binding on the Purchaser."

#### 8. Preservation of trees

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

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

#### 9. Landscaping

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

- "(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
  - (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
  - (iii) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.
  - (iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.

- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (36)(a)(v) hereof."

#### 10. Provision of Government Accommodation

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

- "(a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No. (15)(a) hereof, one public transport terminus on ground level having a net operational floor area of not less than 837 square metres and comprising a terminus of two public light bus bays to be completed and made fit for occupation and operation on or before the 31st day of December 2023 (which terminus (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Purchaser) is hereinafter collectively referred to as "the Government Accommodation").
- (b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.
- (c) (i) For the purpose of determining the net operational floor area of any part of the Government Accommodation, the net operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and spaces within such part of the Government Accommodation as detailed in the Technical Schedule excluding any structures, partitions, circulation areas, staircases, staircase halls, lift landings, space occupied by toilet facilities and mechanical and electrical services such as lifts and air-conditioning systems.
  - (ii) For the purpose of this Special Condition, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within that room or space."

#### 11. Maintenance of the Government Accommodation

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

- "(a) Without prejudice to the provisions of Special Condition No.(25) hereof the Purchaser shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (25)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
- (b) For the purpose of this Special Condition only, the expression "Purchaser" shall exclude his assigns."

#### 12. Maintenance of external finishes and structure of walls, etc

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

- "(a) The Purchaser shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (36)(a)(ii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):
  - (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
  - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
  - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
  - (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
  - (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
- (b) The Purchaser shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, losses, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Purchaser to maintain the Items.
- (c) For the purpose of this Special Condition only, the expression "Purchaser' shall exclude F.S.I."

#### 13. Recreational Facilities

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

- "(a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (11)(c) hereof, subject to Special Condition No. (59)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
  - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (36)(a)(v) hereof;
  - (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and

(iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons."

#### 14. Office accommodation for watchmen and caretakers

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

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

For the purposes of this sub-clause (a), no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended or adapted for use as a single family residence shall be final and binding on the Purchaser.

- (b) (i) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (11)(c) hereof, subject to Special Condition No. (59)(d) hereof, there shall not be taken into account office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below:
  - (I) 0.2% of the total gross floor area of the building or buildings or any part or parts of the building or buildings erected or to be erected on the lot for private residential purposes; or
  - (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation, and for the purpose of these Conditions, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Purchaser.

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

- (ii) In calculating the total gross floor area of the building or buildings or any part or parts of the building or buildings erected or to be erected on the lot referred to in sub-clause (b)(i)(l) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Purchaser.
- (c) For the purposes of sub-clause (b) of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (d) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (36)(a)(v) hereof."

#### 15. Quarters for watchmen and caretakers

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

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

For the purposes of this sub-clause (a), no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (11)(c) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.
- (c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (36)(a)(v) hereof."

#### 16. Parking Requirements

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

- '(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes and their bona fide guests, visitors or invitees (hereinafter referred to as "the 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 the lot, a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below (unless the Director consents to a rate or to a number different from those set out in the table below):

Size of each residential unit	Number of the Residential Parking Spaces to be provided
Not more than 40 square metres	One space for every 22 residential units or part thereof
More than 40 square metres but not more than 70 square metres	One space for every 12 residential units or part thereof
More than 70 square metres but not more than 100 square metres	One space for every 4 residential units or part thereof
More than 100 square metres	One space for every 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 the lot, at the following rates:
  - (A) one space for each such house where its gross floor area is less than 160 square metres;
  - (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and
  - (C) 2 spaces for each such house where its gross floor area is not less than 220 square metres.

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

- (ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the Residential Parking Spaces to be provided under sub-clause (a)(i)(I) of this Special Condition shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a)(i) (I) of this Special Condition and for the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below:
  - (I) the gross floor area in respect of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (11)(c) hereof; and
  - (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (11)(c) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula:

The total gross floor area of the Residential Common Area

unit as calculated under sub-clause (a)(ii)(I)
of this Special Condition

The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition

The gross floor area in respect of a residential

49

- (iii) Additional spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes at a rate of 2 spaces for every block of residential units erected or to be erected on the lot containing more than 75 residential units or at such other rates as may be approved by the Director, provided that a minimum of one space for every block of residential units erected or to be erected on the lot shall be provided. For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (iv) The spaces provided under sub-clauses (a)(i)(I), (a)(i)(II) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No. (41) hereof) 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) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the following rates unless the Director consents to other rate:
  - (I) one space for every 200 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for office purposes; and
  - (II) one space for every 300 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes.
  - (ii) For the purpose of calculating the number of spaces to be provided under sub-clauses (b)(i)(l) and (b)(i)(ll) of this Special Condition (as may be respectively varied under Special Condition No. (41) hereof), any floor area to be used for parking, loading and unloading purposes and the Government Accommodation shall be excluded.
  - (iii) The spaces provided under sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition (as may be respectively varied under Special Condition No. (41) hereof) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in the said sub-clauses and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Out of the spaces provided under sub-clauses (a)(i)(I), (a)(i)(II), (a)(iii), (b)(i)(I) and (b)(i)(II) of this Special Condition (as may be respectively varied under Special Condition No. (41) hereof), the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (41) hereof) and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (41) hereof) to become the Parking Spaces for Disabled Persons.

- (ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rate of one space for every 100 residential units or part thereof in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes or at such other rates as may be approved by the Director (hereinafter referred to as "the Residential Motor Cycle Parking Spaces").
  - (ii) For the purpose of this sub-clause (d)(i), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as 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 Purchaser.
  - (iii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than 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 or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (e) (i) Each of the spaces provided under sub-clauses (a)(i)(I), (a)(i)(II), (a)(iii), (b)(i)(I) and (b)(i)(II) of this Special Condition (as may be respectively varied under Special Condition No. (41) hereof) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
  - (ii) The dimension of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require and approve.
  - (iii) Each of the spaces provided under sub-clause (d)(i) of this Special Condition 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."

#### 17. Loading and unloading requirements

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

- "(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
  - (i) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot for private residential purposes 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 residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units;
  - (ii) one space for every 3,000 square metres or part thereof of the gross floor area of the building or buildings or any part or parts of the building or buildings erected or to be erected on the lot for office purposes; and

(iii) one space for every 1,200 square metres or part thereof of the gross floor area of the building or buildings or any part or parts of the building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, office, godown, hotel, and petrol filling station) purposes.

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

- (b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 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 or any part or parts of the building or buildings referred to respectively in the said sub-clause.
- (c) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition, any floor area to be used for parking, loading and unloading purposes and the Government Accommodation shall be excluded."
- 18. Restriction on alienation of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces

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

- "(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Residential 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 or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes; 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 or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes; or
  - (ii) underlet except to residents of the residential units in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes

provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential 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 or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes.

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Purchaser may, with the prior written consent of the Director, assign all the Residential Parking Spaces and all the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Purchaser.
- (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 Parking Spaces for Disabled Persons."

#### 19. Deposit of car park layout plan

Special Condition No.(45) of the Land Grant stipulates that:-

"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 Condition No. (39) hereof (as may be varied under Special Condition No. (41) hereof) and Special Condition No. (40) 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 (save and except the assignment and the delivery of vacant possession of the Government Accommodation under Special Conditions Nos. (21)(a) and (23) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (34)(c) hereof, a building mortgage under Special Condition No. (34)(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. (39) and (40) hereof. The Purchaser 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.

#### 20. Cutting away

Special Condition No.(47) of the Land Grant stipulates that:-

- "(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser 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 Purchaser 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. (46) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser 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 Purchaser 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 Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser 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 Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges."

#### 21. Anchor maintenance

Special Condition No.(48) of the Land Grant stipulates that:-

"Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Purchaser 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 Purchaser shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Purchaser shall on demand repay to the Government the cost thereof."

#### 22. Damages to Services

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

"The Purchaser 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, the Green Area, the Green Hatched Black Area referred to in Special Condition No. (57) hereof or any part of any of them (hereinafter collectively referred to as "the Services"). The Purchaser 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 Purchaser 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 Purchaser 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, the Green Area, the Green Hatched Black Area referred to in Special Condition No. (57) hereof or any part of any of them 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 Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Area, the Green Hatched Black Area referred to in Special Condition No. (57) hereof or any part of any of them 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 Purchaser shall pay to the Government on demand the cost of such works."

#### 23. Construction of drains and channels

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

- "(a) The Purchaser 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 Purchaser 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 Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works

may be carried out by the Purchaser at his own expense and 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 Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser 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 Purchaser 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 Purchaser shall pay to the Government on demand the cost of such works."

#### 24. Diversion of the Existing Drains

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

- "(a) The Purchaser hereby acknowledges that as at the date of this Agreement, there are existing drains within the lot, the alignments of which are shown and marked by blue lines on the plan annexed hereto (hereinafter collectively referred to as "the Existing Drains"). Without prejudice to the generality of the provisions of General Condition No. 5 and Special Condition No. (2) hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Drains and no objection or claim of whatsoever nature shall be made or raised by the Purchaser in respect of or on account of the same. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever- caused to or suffered by the Purchaser by reason of the presence of the Existing Drains and the carrying out of the Diversion Works referred to in sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made by the Purchaser against the Government in respect of any such loss, damage, nuisance or disturbance.
- (b) Without prejudice to the provisions of Special Conditions Nos. (50) and (51) hereof, prior to commencement of any buildings works and site formation works on the lot (other than ground investigation and the Demolition Works), the Purchaser shall at his own expense and in all respects to the satisfaction of the Director carry out diversion works for or in connection with the Existing Drains (hereinafter referred to as "the Diversion Works"), to such location or locations outside the lot with such materials and to such standard, specification and design as the Director may approve or require and complete the Diversion Works in accordance with the proposal approved by the Director under sub-clause (c) of this Special Condition in good and workmanlike manner in all respects to the satisfaction of the Director.
- (c) Prior to commencement of the Diversion Works, the Purchaser shall at his own expense submit to the Director for his approval a written proposal for the Diversion Works.
- (d) Upon completion of the Diversion Works, the Purchaser shall at his own expense maintain the drains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Diversion Works (hereinafter collectively referred to as "the Diverted Drains") in good condition and in all respects to the satisfaction of the Director until the Diverted Drains shall be handed over by the Purchaser in accordance with sub-clause (e) of this Special Condition.
- (e) The Diverted Drains shall be handed over by the Purchaser to the Government free of cost upon demand by the Government and in any event the Diverted Drains shall be deemed to have been handed over to the Government by the Purchaser free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (f) In the event of the non-fulfilment of the Purchaser's obligations under sub-clauses (b) and (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.

- g) The Purchaser shall at all times permit the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and the Green Area for the purposes of:
  - (i) inspecting, operating, maintaining and repairing the Existing Drains prior to the completion of the Diversion Works; and
  - (ii) carrying out, inspecting, checking and supervising the Diversion Works and the works under sub-clause (f) of this Special Condition.
- (h) The Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (g) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise by any of them of the rights of entry conferred under sub-clause (g) of this Special Condition, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (g) of this Special Condition by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
  - The Purchaser shall at all times indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the carrying out of the Diversion Works or the erection, construction, presence, repair or maintenance of the Diverted Drains or the works under sub-clause (f) of this Special Condition."

#### 25. Noise Barrier

Special Condition No.(56) of the Land Grant stipulates that:-

"In the event that the Approved Noise Mitigation Measures comprise the erection or construction of noise barrier or noise barriers on the lot with projection extending beyond the boundary of the lot and over and above any portion of the adjoining Government land (hereinafter referred to as "the Noise Barrier"), the following conditions shall apply:

- (a) the Purchaser shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;
- (c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
- (d) the Purchaser shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director and if temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause (d), written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
- e) the Noise Barrier shall not be used for any purpose other than for noise barrier and the Purchaser shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever except with the prior written consent of the Director;

- (f) subject to the prior written approval of the Director, the Purchaser, his contractors, workmen or any other persons authorized by the Purchaser shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part or parts of the Noise Barrier projecting over the Government land in accordance with this Special Condition;
- (g) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;
- (h) the Purchaser shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, presence, inspection, repair, maintenance, cleaning, renewing, replacement, alteration, use, demolition or removal of the Noise Barrier;
- (i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Purchaser a written notice requiring the Purchaser to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Purchaser shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (j) in the event of the non-fulfilment of any of the Purchaser's obligations under this Special Condition, the Director may carry out the necessary works and the Purchaser shall pay to the Director on demand the cost of such works;
- (k) the Purchaser shall, throughout the term hereby agreed to be granted, at all times permit the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to he erected thereon free of cost for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;
- (l) neither the Government nor the Director shall have any responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Purchaser shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and
- (m) the Purchaser shall indemnify and keep indemnified the Government, the Director and his officers, contractors, agents and workmen and any person authorized by the Director under sub-clause (k) of this Special Condition from and against all liabilities, losses, damages, claims, costs, expenses, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, inspection, repair, maintenance, cleaning, renewing, replacement, alteration, use, demolition or removal of the Noise Barrier or in connection with the works under sub-clause (j) of this Special Condition."

#### 26. Green Hatched Black Area

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

- "(a) The Purchaser shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan annexed hereto (hereinafter referred to as "the Green Hatched Black Area") as the Director in his absolute discretion may require and shall, at all times during the term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), have also been affected. The Purchaser shall indemnify and keep indemnified the Government, its agents and contractors against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever incurred by reason of such landslip, subsidence or falling away. The Purchaser shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Purchaser may erect fences or other barriers on the Green Hatched Black Area for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Purchaser shall on demand repay to the Government the cost thereof.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the obligations and rights of the Purchaser in respect of the Green Hatched Black Area or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Purchaser notice to that effect, and no claim whatsoever shall be made against the Government or the Director or his authorized officer by the Purchaser in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of this Special Condition."

#### 27. No grave or columbarium permitted

Special Condition No.(60) of the Land Grant stipulates that:-

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

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

- 1.「發展項目」建於青衣市地段第192號(「該地段」)。
- 2.「該地段」根據《新批地文件》第22619號(「批地文件」)承批,批地年期為50年,由2018年5月10日開始生效。
- 3. 維修

「批地文件」一般條款第7條訂明:

- 『(a) 「買方」應根據此等「批地條款」在建造或重建(本詞指本一般條款(b)款所述的重建工程)的整個批租 年期內:
  - (i) 按照經批准的設計和布局及任何經批准的建築圖則維修所有建築物,並且不作任何修改或 改動;及
  - (ii) 維修現已或此後依照此等「批地條款」或嗣後任何修訂合約建造的所有建築物,以保持其修繕 妥當及狀況良好,並在批租年期屆滿或提前終止時以修繕完好的狀況交回。
- (b) 如在承租年期內任何時間拆卸位於「該地段」或其任何部分的任何建築物,「買方」必須另行提供 同類型和樓面總面積相等的良好穩固建築物,又或提供類型及價值經「署長」批准的建築物以作 替代。如進行上述拆卸工程,「買方」應在施工一(1)個曆月內向「署長」申請同意,以便進行建造 工程重建「該地段」,「署長」給予同意後則須在三(3)個曆月內展開必要的重建工程,並且 在「署長」指定的期限內以「署長」滿意的方式完成工程。』
- 4. 就現有地基、建築物及構築物向「政府」彌償

「批地文件」特別條款第(2)條訂明:

- 『(a) 「買方」確認於「本協議」訂立日,「該地段」範圍內現存有某些地基、建築物及構築物(此等地基、建築物及構築物以下統稱「現存建築物及構築物」)。茲毋損本文一般條款第5條之一般規定,「買方」將被視作已信納和接受「該地段」於「本協議」訂立日的現況及狀態,並受存在「現存建築物及構築物」所限。「買方」將自費在「該地段」拆卸及清拆「現存建築物及構築物」(以下簡稱「拆卸工程」)。
- (b) 倘因「現存建築物及構築物」的存在、拆卸或清拆「現存建築物及構築物」連帶導致或引致「買方」或其他人士蒙受任何損失、損害、滋擾或騷擾,「政府」概不就此承擔任何責任或義務,「買方」不得向「政府」提出任何索償。如因「現存建築物及構築物」的存在及「拆卸工程」施工直接或間接引起或招致任何責任、損失、損害、索償、開支、費用、收費、訴求、訴訟或其他程序,「買方」須向「政府」作出彌償,並保持令其獲得彌償。』
- 5. 「綠色範圍」平整工程(時限、方式及目的)

「批地文件」特別條款第(3)條訂明:

- 『(a) 「買方」應:
  - (i) 在2023年12月31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) 在本文所夾附圖則以綠色顯示的日後擬建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設及 平整工程;及

(II) 提供和建造「署長」全權酌情為必要的橋、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;

- (ii) 在2023年12月31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、建造路緣及渠道,以及按「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
- (iii) 自費維修「綠色範圍」連同「構築物」及在該處建造、安裝和提供之所有構築物、路面、 溝渠、污水管、排水渠、消防栓、服務設施、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」的佔管權按照本文特別條款第(4)條交還 「政府」為止。
- (b) 如「買方」不在本特別條款(a)款訂明的期限內或「署長」批准的其他日期履行該款所訂責任,「政府」可執行必要的工程,費用則由「買方」承擔。「買方」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,而其決定將作終論並對「買方」約束。
- (c) 倘因「買方」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 「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾,「政府」概毋須就此承擔責任, 「買方」亦不可就此等損失、損害、滋擾或騷擾向「政府」提出申索賠償等。』

#### 6. 建築契諾

「批地文件」特別條款第(7)條訂明:

『「買方」應全面遵照此等「批地條款」和香港現時或任何時候生效的所有建築、衛生及規劃相關的「條例」、附例和規例在「該地段」興建建築物。上述建築物應在2023年12月31日或之前建成並適宜佔用居住。』

#### 7. 用途

「批地文件」特別條款第(8)條訂明:

- 『(a) 受限於本特別條款(b)款的規定,「該地段」或其任何部分或現已或將會建於該處的任何建築物除作非工業用途外(不包括貨倉、酒店及加油站),不可作任何其他用途。
- (b) 除下列用涂外,現已或將會建於「該地段」的任何建築物或任何建築物部分不可作其他用涂:
  - (i) 最低三層只可作非工業用途(不包括貨倉、酒店及加油站),惟為免存疑,如有任何地庫層(如已建成),則不論大小或樓面面積,均會就本特別條款的目的計為一個樓層,而任何地庫層的用途必須依照本特別條款(b)(iii)款訂明的額外限制規定;
  - (ii) 其餘樓層(如有多於三個地庫層,則不包括位於最低三層對上的任何地庫層(如已建成))只可作 私人住宅用途;及
  - (iii) 任何地庫層(如已建成)不論是最低三層或是最低三層對上的地庫層,一律作非工業用途(不包括 住宅、貨倉、酒店及加油站)。

- (c) 任何樓層如專門用作本文特別條款第(39)條(可根據本文特別條款第(41)條更改)及本文特別條款第(40)條指定提供的停車位、上落貨停車位或機器房或兩者,一律不計入本特別條款(b)款所載的樓層。「署長」就任何樓層是否專門作本(c)款訂明用途所作的決定將作終論,並對「買方」約束。
- (d) 於本特別條款,「署長」就何謂樓層或任何樓層是否構成地庫層所作的決定將作終論,並對 「買方」約束。』

#### 8. 樹木保育

「批地文件」特別條款第(9)條訂明:

『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、補償園景或再植條件,概不可移除或干預任何「該地段」或毗鄰土地生長的樹木。』

#### 9. 園景美化

「批地文件」特別條款第(10)條訂明:

- 『(a) 「買方」應自費向「署長」提交園景設計圖,述明遵照本特別條款(b)款在「該地段」進行園景工程的位置、規劃和布局,以供「署長」審批。
- b) (i) 「該地段」須有不少於20%面積種植樹木、灌叢或其他植物。
  - (ii) 本特別條款(b)(i)款所載的20%面積中不少於50%(以下簡稱「綠化地方」)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「綠化地方」或進入「該地段」的人士可通行該處。
  - (iii) 「署長」就「買方」建議的哪些園景工程構成本特別條款(b)(i)款所訂的20%所作的決定將作終論 並對「買方」約束。
  - (iv) 「署長」可全權酌情接納「買方」建議以其他非種植特色取代種植樹木、灌叢或其他植物。
- (c) 「買方」應自費按照經批准的園景設計圖在「該地段」進行園景工程,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、改變或取代經批准的園景設計圖。
- (d) 其後,「買方」應自費維修和保養園景工程,以維持其安全、清潔、整齊、井然及健康,全面令「署長」滿意。
- (e) 遵照本特別條款進行園景美化的地方將指定為並構成本文特別條款第(36)(a)(v)條所載的「公用地方」一部分。』

#### 10. 提供「政府樓宇」

「批地文件」特別條款第(14)條訂明:

『(a) 「買方」應自費以「署長」全面滿意的良好工藝方式,按照本文所夾附的「工程規格附表」(以下簡稱「工程規格附表」)及根據本文特別條款第(15)(a)條批核的圖則,於「該地段」內興建、建造及提供位於地面層的公共交通總站,淨作業樓面面積不少於837平方米,由一個設有兩個公共小巴停車處組成的總站組成,於2023年12月31日或之前建成並適宜佔用和運作(該交通總站(包括該處的固定照明裝置、通風機器、抽氣管道及路面或地面,但不包括「署長」依照此等「批地條款」許可而非該處專用的電梯、自動扶梯、樓梯、機器、設備及其他設施、牆、柱、樑、天花、天台樓板、行車道或

地台樓板及任何其他結構組件)連同「署長」全權酌情指定(其決定將作終論並對「買方」約束)的其他 該處專用地方、設施、服務和裝置,以下統稱「政府樓宇」)。

- (b) 「政府」現保留權利隨時按其全權酌情更改或修改「政府樓宇」或其任何部分的用途。
- c) (i) 為釐定「政府樓宇」任何部分的淨作業樓面面積,除非另行行說明,否則淨作業樓面面積將被 視作包含「工程規格附表」所列「政府樓宇」該部分所有房間及空間的淨樓面總面積,但不包括 任何構築物、間隔物、迴旋處、樓梯、樓梯間、電梯平台、廁所設施所佔空間和電梯及冷氣系統 等機電服務設施所佔的空間。
  - (ii) 於本特別條款,個別房間或空間的淨樓面面積為該房間或空間的圍牆或邊界牆以內的範圍,即在該房間或空間內已建成或假定性牆壁表面、獨立柱或牆柱之間量度所得的總範圍。』

#### 11.維修「政府樓宇」

「批地文件」特別條款第(24)條訂明:

- 『(a) 茲毋損本文特別條款第(25)條之規定,「買方」必須時刻自費以「署長」全面滿意的方式維修「政府樓宇」及該處各屋宇裝備裝置,以保持其狀況良好,直至本文特別條款第(25)(a)條訂明的「保養期」屆滿為止。
- (b) 茲僅於本特別條款而言,「買方」一詞包括其受讓人。』

#### 12.維修外部飾面及牆結構等

「批地文件」特別條款第(27)條訂明:

- 『(a) 「買方」應在本文協定批授的整個年期內,自費(但「財政司司長法團」可如本文特別條款第(36)(a)(ii)(l) 條所述分擔費用)以「署長」全面滿意的方式維修以下項目(以下簡稱「該等物件」):
  - (i) 「政府樓宇」的外部飾面及「政府樓宇」之內、周圍、其上及其下所有牆、柱、樑、天花、天台樓板、行車道或地台樓板的結構和任何其他結構項件;
  - (ii) 所有供「政府樓宇」及「該地段」發展項目其餘部分使用的電梯、自動扶梯及樓梯;
  - (iii) 屬於「政府樓宇」及「該地段」發展項目其餘部分的系統一部分之所有屋宇裝備裝置、機器及 設備(包括但不限於手提式及非手提式消防裝置設備);
  - (iv) 「政府樓宇」之下所有結構樓板, 連同該處內部及其下的排水系統; 及
  - (v) 所有其他供「政府樓宇」及「該地段」發展項目其餘部分使用的公用部分及設施。
- (b) 如「買方」不維修「該等物件」而招致或引起任何責任、損失、損害、開支、索償、費用、索求、 收費、訴訟及法律程序,「買方」將向「政府」及「財政司司長法團」作出彌償,並保持令其獲得 彌償。
- (c) 於本特別條款,「買方」一詞不包括「財政司司長法團」。』

#### 13.康樂設施

「批地文件」特別條款第(29)條訂明:

- 『(a) 「買方」可在「該地段」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「該等設施」)。「該等設施」的類型、大小、設計、高度和布局事前須提交「署長」申請書面 批准。
- (b) 計算本文特別條款第(11)(c)條指定的整體樓面總面積時,受限於本文特別條款第(59)(d)條的規定,任何根據本特別條款(a)款在「該地段」興建的「該等設施」如供現已或將會建於「該地段」的住宅大廈住戶及彼等的真正訪客公用與共享,不會連計在內,而「署長」認為並非作此用途的其餘「該等設施」則會計算在內。
- (c) 如「該等設施」任何部分可豁免計入本特別條款(b)款所訂的樓面總面積(以下簡稱「豁免設施」):
  - (i) 「豁免設施」將指定為並構成本文特別條款第(36)(a)(v)條所訂的「公用地方」一部分;
  - (ii) 「買方」應自費維修「豁免設施」,以保持其修繕妥當及狀況良好,同時妥善運作「豁免 設施」,令「署長」滿意;及
  - (iii) 「豁免設施」只可供現已或將會建於「該地段」的住宅大廈住戶和彼等的真正訪客使用,其他人 等不可使用。』

#### 14.看守人及管理員辦事處

「批地文件」特別條款第(30)條訂明:

- 『(a) 「該地段」內可提供看守人或管理員(或兩者)的辦事處,但須受限於以下條件:
  - (i) 「署長」認為有關樓宇對現已或將會建於「該地段」各住宅建築物的安全、保安及良好管理至為 重要;
  - (ii) 有關樓宇除作完全及必要地受聘於「該地段」工作的看守人或管理員(或兩者)的辦事處外,不可作任何其他用途;及
  - (iii) 有關樓宇的位置事前須獲「署長」書面批准。

於本(a)款,任何辦事處均不可設於「該地段」擬作或改建用作單一家庭住宅的建築物內。「署長」就任何建築物是否構成或擬作或改建作單一家庭住宅所作的決定將作終論並對「買方」約束。

- (b) (i) 計算本文特別條款第(11)(c)條指定的整體樓面總面積時,受限於本文特別條款第(59)(d)條的規定,根據本特別條款(a)款在「該地段」提供的辦事處面積不超過以下(I)或(Ⅱ)中較小者,不會計算在內:
  - (I) 「該地段」作私人住宅用途的已建或擬建建築物或建築物部分的整體樓面總面積的0.2%;或
  - (II) 每50個「該地段」已建或擬建住宅單位或不足此數5平方米,或「該地段」已建或擬建每座 住宅單位大廈5平方米,二者取當中樓面面積總和最大者,而就此等「批地條款」, 「署長」就何謂住宅單位所作出的決定將作終論,並對「買方」約束。

超出上述(1)或(11)中較小者的樓面總面積將會計算在內。

(ii) 計算本特別條款(b)(i)(I)款所載的「該地段」已建或擬建建築物或建築物部分的整體樓面總面積時,未按照此等「批地條款」計入「該地段」已建或擬建建築物樓面總面積的面積不會連計在內。「署長」就此作出的決定將作終論並對「買方」約束。

- (c) 於本特別條款(b)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住宅單位 大廈,「署長」就任何獨立屋、半獨立屋或排屋是否構成或擬作單一家庭住宅所作的決定將作終論並 對「買方」約束。
- (d) 根據本特別條款(a)款在「該地段」提供的辦事處將指定為本文特別條款第(36)(a)(v)條所載的「公用地方」並構成該處一部分。』

#### 15.看守人及管理員宿舍

「批地文件」特別條款第(31)條訂明:

- 『(a) 「該地段」應設有看守人或管理員(或兩者)的宿舍,但須受限於以下條件:
  - (i) 宿舍應設於「該地段」其中一座已建住宅單位大廈或「署長」書面批准的其他地點;及
  - (ii) 宿舍除作完全及必要地受僱於「該地段」工作的看守人或管理員(或兩者)的宿舍外,不可作任何 其他用途。

於本(a)款,宿舍不可設於「該地段」上擬作或改建用作單一家庭住宅的建築物內。「署長」就任何 建築物是否構成或擬作單一家庭住宅所作的決定將作終論並對「買方」約束。

- (b) 計算本文特別條款第(11)(c)條所訂的整體樓面總面積時,不會計入依照本特別條款(a)款在「該地段」提供而整體樓面總面積不超過25平方米的宿舍,任何超出25平方米的樓面總面積則會計算在內。
- (c) 根據本特別條款(a)款在「該地段」提供的看守人或管理員(或兩者)的宿舍將指定為本文特別條款第(36) (a)(v)條所載的「公用地方」並構成該處一部分。』

#### 16. 泊車規定

「批地文件」特別條款第(39)條訂明:

- 『(a) (i) 「該地段」內應按照以下比例設立「署長」滿意的停車位(以下簡稱「住宅停車位」),以供停泊「該地段」已建或擬建作私人住宅用途建築物或建築物部分的住戶及彼等各真正賓客、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) 如在「該地段」內提供一座或多座住宅單位大廈(擬作單一家庭住宅用途的獨立屋、半獨立 屋或排屋除外),分配比例將按照下表所列「該地段」已建或擬建住宅單位各自的面積計算 (除非「署長」同意與下表所列者不同的比例或數額,則屬例外):

每個住宅單位的面積	擬提供「住宅停車位」的數目
不超過40平方米	每22個住宅單位或不足此數一個停車位
超過40平方米但不超過70平方米	   每12個住宅單位或不足此數一個停車位 
超過70平方米但不超過100平方米	每4個住宅單位或不足此數一個停車位
超過100平方米	每個住宅單位或不足此數一個停車位

- (II) 如在「該地段」內提供擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋,分配比例將如下計算:
  - (A) 每座樓面總面積少於160平方米的房屋1個停車位;
  - (B) 每座樓面總面積不少於160平方米但少於220平方米的房屋1.5個停車位。如本(a)(i)(II)(B) 款指定分配的停車位數目為小數位數,則四捨五入為最接近的整數;及
  - (C) 每座樓面總面積不少於220平方米的房屋2個停車位。

於本(a)(i)款,「署長」就何謂獨立屋、半獨立屋或排屋及每座此等房屋是否構成或擬作單一家庭住宅用途所作的決定將作終論,並對「買方」約束。

- (ii) 於本特別條款(a)(i)(I)款,擬提供的「住宅停車位」總數為根據本特別條款(a)(i)(I)款列表中每個住宅單位的面積計算之「住宅停車位」總數。於此等「批地條款」,「每個住宅單位的面積」一詞按樓面總面積計算為以下(I)及(II)項之和:
  - (I) 由該單位住戶專用及專享的個別住宅單位之樓面總面積,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。但為免存疑,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)條指定的樓面總面積時並未計算在內;及
  - (II) 每個住宅單位按比例計算的「住宅公用地方」(定義以下文所訂為準)樓面總面積,即計算各住宅單位圍牆外供現已或將會建於「該地段」發展項目住宅部分住戶公用與共享的住宅公用地方整體樓面總面積,但為免存疑,不包括並未計入本文特別條款第(11)(c)條所指定樓面總面積的所有樓面面積(此等住宅公用地方以下簡稱「住宅公用地方」),按照以下程式攤分予每個住宅單位:

根據本特別條款(a)(ii)(l)款計算的 每個住宅單位樓面總面積

「住宅公用地方」整體樓面總面積

X

根據本特別條款(a)(ii)(I)款計算的 所有住宅單位整體樓面總面積

- (iii) 「該地段」應額外提供「署長」滿意的停車位以供停泊根據《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」任何已建或擬建作私人住宅用途的建築物或建築物部分的住戶各真正賓客、訪客或獲邀人士的車輛,配置比例為「該地段」上每座設有超過七十五(75)個住宅單位的已建或擬建住宅單位大廈配置兩(2)個停車位或採用「署長」批准的其他比例,但「該地段」任何已建或擬建每座住宅單位大廈最少須配置一(1)個停車位。於本(a)(iii)款,擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋不可視為一座住宅單位大廈。「署長」就何謂獨立屋、半獨立屋或排屋和每座房屋是否擬作單一家庭住宅用途所作出的決定將作終論,並對「買方」約束。
- (iv) 根據本特別條款(a)(i)(I)、(a)(i)(II)及(a)(iii)款(可分別根據本文特別條款第(41)條更改)提供的 停車位,除作上述條款分別訂明的用途外,不得作任何其他用途,其中特別禁止在有關停車位 存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。
- (b) (i) 「該地段」內應按照以下比例提供「署長」滿意的停車位,以作泊車用途,除非「署長」另行 同意採取其他比例,則屬例外:

- (I) 「該地段」已建或擬建作寫字樓用途的建築物或建築物部分樓面總面積每200平方米或不足 此數配置一個停車位;及
- (II) 「該地段」已建或擬建作非工業用途(不包括私人住宅、寫字樓、貨倉、酒店及加油站)的建築物或建築物部分樓面總面積每300平方米或不足此數配置一個停車位。
- (ii) 計算本特別條款(b)(i)(I)及(b)(i)(II)款(可根據本文特別條款第(41)條更改)指定提供的停車位數目時,不會計入任何將用作泊車和上落客貨地方的樓面面積及「政府樓宇」。
- (iii) 上述根據本特別條款(b)(i)(l)及(b)(i)(l)款(可根據本文特別條款第(41)條更改)提供的停車位除供停泊根據《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現已或將會建於「該地段」作該等條款所訂用途的建築物或建築物部分各佔用人和彼等各真正賓客、訪客或獲邀人士的車輛外,不可作任何其他用途,其中特別禁止在停車位存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。
- (c) (i) 「買方」應依照建築事務監督規定和批准,從根據本特別條款(a)(i)(l)、(a)(i)(ll)、(a)(iii)、(b)(i)(l)及(b)(i)(ll)款(可分別根據本文特別條款第(41)條更改)提供的停車位中預留和指定多個停車位,以供《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(此等預留及指定停車位以下簡稱「傷殘人士停車位」)。根據本特別條款(a)(iii)款(可根據本文特別條款第(41)條更改)提供的停車位中最少須預留及指定一個傷殘人士停車位,而「買方」不可將根據本特別條款(a)(iii)款(可根據本文特別條款第(41)條更改)提供的所有停車位預留或指定為「傷殘人士停車位」。
  - (ii) 「傷殘人士停車位」除供《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「該地段」已建或擬建建築物各住戶或佔用人和彼等各真正賓客、訪客或獲邀人士的 車輛外,不可作任何其他用途,其中特別禁止在停車位存放、陳列或展示車輛作招售等或提供 洗車及汽車美容服務。
- (d) (i) 「該地段」應設置「署長」滿意的停車位以供停泊根據《道路交通條例》、其任何附屬規例及 相關修訂法例持牌的電單車,配置比例為「該地段」上已建或擬建作私人住宅用途的建築物或 建築物部分內每100個住宅單位或不足此數配置一(1)個停車位,或採用「署長」批准的其他比例 (以下簡稱「住宅電單車停車位」)。
  - (ii) 於本(d)(i)款,擬供單一家庭作住宅用途的獨立屋、半獨立屋或排屋不可視為一個住宅單位。「署長」就何謂獨立屋、半獨立屋或排屋和每座房屋是否擬供單一家庭作住宅用途所作出的決定將作終論,並對「買方」約束。
  - (iii) 「住宅電單車停車位」除供停泊根據《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已建或擬建作私人住宅用途的「該地段」建築物或建築物部分各住戶和彼等各真正賓客、訪客或獲邀人士的電單車外,不可作任何其他用途,其中特別禁止在停車位儲存、陳列或展示車輛作招售等或提供洗車及汽車美容服務。
- (e) (i) 根據本特別條款(a)(i)(l)、(a)(i)(ll)、(a)(iii)、(b)(i)(l)及(b)(i)(ll)款(可分別根據本文特別條款第(41)條 更改)提供的每個停車位尺寸應為2.5米闊及5.0米長,淨空高度最少2.4米。
  - (ii) 每個「傷殘人士停車位」的尺寸由建築事務監督指定及批准。
  - (iii) 根據本特別條款(d)(i)款提供的每個停車位尺寸應為1.0米闊及2.4米長,淨空高度最少2.4米或「署長」批准的其他最低淨空高度。』

#### 17. 卜落貨規定

「批地文件」特別條款第(40)條訂明:

- 『(a) 「該地段」內應提供「署長」滿意的停車位作車輛上落客貨用途,分配比例如下:
  - (i) 「該地段」已建或擬建作私人住宅用途的建築物內每800個住宅單位或不足此數配置一(1)個停車位,或採取「署長」批准的其他比例,惟「該地段」已建或擬建住宅單位大廈最少須配置一(1)個上落貨停車位。上落貨停車位應位於每座住宅單位大廈內或毗鄰該處;
  - (ii) 「該地段」已建或擬建作寫字樓用途的建築物或建築物部分樓面總面積每3,000平方米或不足此數 配置一(1)個停車位;及
  - (iii) 「該地段」已建或擬建作非工業用途(不包括私人住宅、寫字樓、貨倉、酒店及加油站)的建築物或 建築物部分樓面總面積每1,200平方米或不足此數配置一(1)個停車位。

於本特別條款(a)(i)款,擬供單一家庭作住宅用途的獨立屋、半獨立屋或排屋不可視為一座住宅單位大廈。「署長」就何謂獨立屋、半獨立屋或排屋和每座房屋是否擬供單一家庭作住宅用途所作出的決定將作終論,並對「買方」約束。

- (b) 根據本特別條款(a)款提供的每個停車位尺寸應為3.5米闊及7.0米長,淨空高度最少3.6米。此等停車位 除供與該款所載的建築物或建築物部分相關的車輛上落客貨外,不得作任何其他用途。
- (c) 計算本特別條款(a)(i)、(a)(ii)及(a)(iii)款指定提供的停車位數目時,不會計入任何將用作泊車及上落 客貨地方的樓面面積及「政府樓宇」。』
- 18.讓與「住宅停車位」及「住宅電單車停車位」之限制規定

「批地文件」特別條款第(43)條訂明:

- 『(a) 儘管「買方」已遵守和履行此等「批地條款」令「署長」滿意,「住宅停車位」及「住宅電單車停車位」不得:
  - (i) 轉讓,除非:
    - (I) 連同賦予專有權使用和佔用「該地段」已建或擬建作私人住宅用途的建築物或建築物部分內 住宅單位的不分割份數一併轉讓;或
    - (II) 承讓人現時已擁有專有權使用和佔用「該地段」已建或擬建作私人住宅用途的建築物或 建築物部分內住宅單位的不分割份數;或
  - (ii) 分租(租予「該地段」已建或擬建作私人住宅用途的建築物或建築物部分內住宅單位的住戶 除外)。

於任何情況下,「該地段」已建或擬建作私人住宅用途的建築物或建築物部分內任何一個住宅單位的住戶概不可承讓或承租多於三個「住宅停車位」及「住宅電單車停車位」。

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

- (c) 本特別條款(a)款概不適用於以整體方式轉讓、分租、按揭或押記「該地段」。
- (d) 本特別條款(a)及(b)款概不適用於「傷殘人士停車位」。』

#### 19. 備存停車場布局圖

「批地文件」特別條款第(45)條訂明:

『「買方」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(39)條(可根據本文特別條款第(41)條更改)及本文特別條款第(40)條於「該地段」範圍內提供的所有停車位和上落貨停車位的布局圖,或經「認可人士」(定義以《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建築物部分的交易(遵照本文特別條款第(21)(a)及(23)條轉讓和交吉「政府樓宇」、依照本文特別條款第(34)(c)條訂立的租約、租契或租務協議,以及本文特別條款第(34)(d)條所訂建築按揭或「署長」批准的其他交易除外)。上述經批准的圖則載明的停車位及上落貨停車位除作本文特別條款第(39)及(40)條分別訂明的用途外,不可作任何其他用途。「買方」應遵照上述經批准的圖則維修停車位和上落貨停車位及其他地方,包括但不限於電梯、樓梯平台和調度及迴旋區。除非事前獲「署長」書面同意,否則不可更改布局圖。除上述經批准的圖則註明的停車位外,「該地段」或該處任何建築物或構築物均不可作泊車用途。』

#### 20.削土

「批地文件」特別條款第(47)條訂明:

- 『(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,或任何性質的斜坡處理工程,或此等「批地條款」規定「買方」執行的其他工程,則不論事前是否獲「署長」書面同意,「買方」亦須在當時或嗣後任何時間,按需要自費進行及建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程,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。「買方」應在本文協定的批租年期內時刻自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔屬或其他工程,以保持其狀況良好及修繕妥當,令「署長」滿意。
- (b) 本特別條款(a)款的規定概不妨礙「政府」根據此等「批地條款」行使權利,其中特別以本文特別條款 第(46)條為要。
- (c) 無論何時,如因「買方」進行平整、水準測量、發展或其他工程或因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,「買方」須自費還原並修葺該處,以令「署長」滿意,同時須就「政府」、其代理和承辦商作出彼等因為或由於滑土、山泥傾瀉或地陷所蒙受或招致的所有費用、收費、損害、需索及索償作出彌償。
- (d) 除享有本文訂明可就違反此等「批地條款」追討之任何其他權利或補償權外,「署長」另有權向 「買方」發出書面通知,要求「買方」進行、建造及維修上述土地、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「買方」疏忽或未能在通知訂明的期限內以「署長」滿意的方式執行通知的指示,「署長」可即時 執行及進行必要的工程。「買方」必須在接獲通知時向「政府」償還有關的費用,以及任何行政和 專業費用與收費。』

#### 21.維修預應力地錨

「批地文件」特別條款第(48)條訂明:

『如「該地段」的發展或重建項目或其任何部分已安裝預應力地錨,「買方」應自費在預應力地錨的整個使用 周期內定期維修和定期監察,以令「署長」滿意,並且在「署長」不時全權酌情要求時提交上述監察工程的 報告及資料。如「買方」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,「買方」必 須在接獲通知時向「政府」償還有關的費用。』

#### 22.損壞服務設施

「批地文件」特別條款第(50)條訂明:

『「買方」時刻均須採取所有妥善及適當的工藝和預防措施,其中尤以任何建造、維修、更新或修理工程 (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「該地段」或沿「該地段」、「綠色 範圍」、本文特別條款第(57)條所載「綠色間黑斜線範圍」或其中任何部分之上、其下鋪設或跨越或毗鄰該處 的「政府」或其他現有排水渠、水道或渠道、總喉、道路、行人道、街道傢俬、污水管、明渠、水管、電纜、 電線、公用服務設施或任何其他工程或裝置(以下統稱「服務設施」)。「買方」執行任何此等「工程」之前, 必須進行或達致進行完善調查及查詢,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,「買方」不得展開任何工程。此外,「買方」應遵從及自費履行「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,「買方」須自費以 「署長」全面滿意的方式修理、修復及還原「工程」導致「該地段」、「綠色範圍」或本文特別條款第(57)條 所載「綠色間黑斜線範圍」或其中任何部分或任何「服務設施」蒙受的損害、干擾或阻塞(明渠、污水管、 雨水渠或總喉例外,除非「署長」另作決定,否則此等渠道應由「署長」修復,而「買方」須在「政府」通 知時支付有關的費用)。如「買方」不在「該地段」、「綠色範圍」或本文特別條款第(57)條所載「綠色間 黑斜線範圍」或其任何部分或「服務設施」執行此等必要的改道、重鋪、修理、修復及還原工程以令 「署長」滿意,「署長」可按其視為必要執行此等改道、重鋪、修理、還原或修復工程,「買方」須在 「政府」通知時支付有關的費用。』

#### 23. 建造排水渠及渠道

「批地文件」特別條款第(51)條訂明:

- 『(a) 「買方」應按「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」土地上建造和維修排水渠及渠道,以截流及輸送所有落下或流進「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,「買方」必須承擔全責並向「政府」及其人員彌償。
- (b) 接駁「該地段」任何排水渠及污水渠至已鋪設和啟用之「政府」雨水渠及污水管的工程將由「署長」負責執行。「署長」毋須就由此引致的任何損失或損害向「買方」承擔責任,而「買方」接獲「政府」通知時須向「政府」支付此等接駁工程的費用。此外,「買方」亦可自費以「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「買方」自費維修,如「政府」發出通知,「買方」須將此等工程部分移交「政府」,日後由「政府」付費維修,「買方」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「買方」不維修建於「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修工程,「買方」須在「政府」通知時支付有關工程的費用。』

#### 24. 現有排水渠改道

「批地文件」特別條款第(52)條訂明:

- 『(a) 「買方」現確認於「本協議」訂立日,「該地段」內有現存的排水渠,走線位置於本文所夾附圖則以 藍線註明顯示(以下統稱「現存排水渠」)。茲毋損本文一般條款第5條及特別條款第(2)條之一般規定, 「買方」將被視作已信納及接受「該地段」於「本協議」訂立日的現況及狀態,並受存在「現存 排水渠」所限,「買方」不會就此或據此提出任何性質的異議或索償。倘因「現存排水渠」的存在或 執行本特別條款(b)款所載的「改道工程」等令「買方」蒙受或招致任何損失、損害、滋擾或騷擾, 「政府」概不承擔任何義務或責任,「買方」不得就此等損失、損害、滋擾或騷擾向「政府」作出任何 申索。
- (b) 茲毋損本文特別條款第(50)及(51)條之規定,「買方」在「該地段」展開任何建築工程及平整工程之前 (土地勘探和「拆卸工程」除外),應自費以「署長」全面滿意的方式,在「署長」批准或指定的 「該地段」外地點,採用「署長」批准或指定的的物料、標準、規格及設計執行「現存排水渠」的改道 或相關工程(以下簡稱「改道工程」),並以「署長」全面滿意的良好工藝,按照「署長」根據本特別 條款(c)款批核的建議書完成「改道工程」。
- (c) 「買方」應在展開「改道工程」之前,自費向「署長」提交「改道工程」的建議書,以供「署長」批核。
- (d) 「改道工程」完成後,「買方」應自費維修排水渠、集水井、下水道或有蓋沙井和其他建造或鋪築作為「改道工程」一部分的構築物(以下統稱「改道排水渠」),以保持其狀況良好,全面令「署長」滿意,直至「買方」按照本特別條款(e)款規定移交「改道排水渠」為止。
- (e) 「買方」應在「政府」通知時免費將「改道排水渠」移交「政府」,而無論如何「改道排水渠」亦將被視作已在「署長」發函表示「買方」已以其滿意方式履行所有此等「批地條款」當日由「買方」免費移交「政府」。
- (f) 如「買方」不履行本特別條款(b)及(d)款所訂的「買方」責任,「政府」可執行必要工程,費用由「買方」承擔。「買方」須在接獲通知時向「政府」支付相等工程費用的款項,金額由「署長」釐定, 其決定將作終論並對「買方」約束。
- (g) 「買方」應時刻允許「政府」、「署長」及其人員、承辦商、代理和工人及獲「署長」授權的任何人等,不論攜帶工具、設備、器具、機器、機械或駕車與否,自由和不受限制地通行、進出及往返「該地段」或其任何部分和「綠色範圍」,以便:
  - (i) 在「改道互程」完竣之前檢查、運作、維修和修理「現存排水渠」;及
  - (ii) 執行、檢查、檢驗和監督「改道工程」及本特別條款(f)款所訂的工程。
- (h) 「政府」、「署長」及其人員、承辦商、代理和工人及其根據本特別條款(g)款正式獲授權的任何 人等概不就任何因行使本特別條款(g)款賦予的進入權而造成或引致「買方」或任何其他人士 蒙受的任何損失、損害、滋擾或騷擾承擔責任,「買方」亦概不可就此向「政府」、「署長」及其 人員、承辦商、代理和工人及其根據本特別條款(g)款正式獲授權的任何人等提出索償。
- i) 倘因執行「改道工程」或因「改道工程」的存在或因建造、建築、修理、維修「改道排水渠」或本特別條款(f)款所載的工程而直接或間接招致或連帶造成任何責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序,「買方」無論何時均須向「政府」彌償,並保持令其獲得彌償。』

#### 25. 隔音屏障

「批地文件」特別條款第(56)條訂明:

『如「經批准的噪音緩解措施」涉及在「該地段」興建或建造任何伸展至「該地段」邊界以外並跨越毗鄰「政府」土地的隔音屏障(以下統稱「隔音屏障」),必須遵從以下條件:

- (a) 「買方」應自費依照建築事務監督批核的圖則及全面遵照《建築物條例》、其任何附屬規例和相關修訂 法例的規定設計、興建及建造「隔音屏障」;
- (b) 不可在毗鄰「該地段」的任何「政府」土地之上、其內或其下興建「隔音屏障」的地基或支承件;
- (c) 如事前未獲「署長」書面批准,不可在「隔音屏障」或其任何部分進行或安裝改建、加建、更換或 附件工程;
- (d) 「買方」時刻均須自費保養、維修和修理「隔音屏障」或(如「署長」批准)其更換件,以保持其狀況 良好及修繕妥當,全面令「署長」滿意。如執行本(d)款的工作需要暫時禁止車輛通行或改道,必須在 施工前徵取運輸署署長書面同意臨時交通安排;
- (e) 「隔音屏障」除作隔音屏障外,不可作任何其他用途。如事前未獲「署長」書面同意,「買方」不可使用或容忍、准許他人使用「隔音屏障」或其任何部分展示廣告或任何招牌、告示或海報;
- (f) 如事前獲「署長」書面批准,「買方」、其承辦商、工人或「買方」授權的任何其他人等可獲准不論 攜帶工具、設備、機器、機械或駕車與否,進入毗鄰「該地段」的「政府」土地,以便遵照本特別條款 興建、建造、檢查、修理、維修、清潔、更新和更換伸展至跨越「政府」土地的「隔音屏障」部分;
- (g) 倘「買方」或任何其他人士因進入或執行本特別條款(f)款所載的工程而招致或蒙受任何損失、損害、 滋擾或騷擾,「政府」概不承擔任何義務或責任,而「買方」亦不可就此等損失、損害、滋擾或騷擾 向「政府」索償;
- (h) 「買方」時刻均須採取必要的預防措施,防止因興建、建造、存留、檢查、修理、維修、清潔、更新、 更換、更改、使用、拆卸或移動「隔音屏障」而導致毗鄰「該地段」之「政府」土地及「隔音屏障」或 任何進入或使用毗鄰「該地段」之「政府」土地和「隔音屏障」的任何人士或車輛損壞或受損;
- (i) 「署長」可隨時全權酌情行使權利,向「買方」發出書面通知,要求「買方」在接獲書面通知 後六(6)個曆月內拆卸及移走伸展至「政府」土地的「隔音屏障」部分,而不能作出任何更換。 「買方」接獲書面通知後,應按照書面通知列明的期限內自費以「署長」全面滿意的方式拆卸及 移走上述「隔音屏障」部分;
- (j) 如「買方」不履行本特別條款所訂的「買方」責任,「署長」可執行有關的必要工程,「買方」須 在接獲通知時向「署長」支付相關工程費用;
- (k) 「買方」應在本文協定批授的整個年期內時刻允許「署長」及其人員、承辦商、代理和工人及獲「署長」授權的任何人等,不論攜帶工具、設備、機器、機械或駕車與否,自由及不受限制地通行、進出及往返「該地段」或其任何部分和該處的已建或擬建建築物,以便檢查、檢驗及監督本特別條款(a)、(d)及(i)款所訂的工程及按照本特別條款(j)款規定實施工程或執行「署長」認為必要的其他工程;

- (I) 倘因「買方」履行本特別條款訂明的責任、「署長」行使本特別條款(k)款賦予的進入權或執行本特別條款(j)款指定的任何工程而令「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾,「政府」或「署長」均毋須承擔任何責任或義務。「買方」無權就此等損失、損害、滋擾或騷擾向「政府」或「署長」或其授權人員提出申索或要求任何賠償;及
- (m) 如鑒於「隔音屏障」的興建、建造、存留、檢查、修理、維修、清潔、更新、更換、更改、使用、 拆卸或移走工程,或因執行本特別條款(j)款訂明的工程而直接或間接導致或引起任何責任、損失、 損害、索償、費用、開支、收費、訴求、訴訟及法律程序,「買方」須向「政府」、「署長」及其 人員、承辦商、代理、工人及「署長」根據本特別條款(k)款授權的任何人士作出彌償,並保持令其 獲得彌償。』

#### 26.「綠色間黑斜線範圍」

「批地文件」特別條款第(57)條訂明:

- 『(a) 「買方」應自費以「署長」滿意的方式,按「署長」全權酌情指定,在本文所夾附圖則以綠色間黑斜線 顯示的範圍(以下簡稱「綠色間黑斜線範圍」)進行及完成土力勘探工程和斜坡處理、山泥傾瀉預防、 減緩及補救工程,此外並須在本文所訂的整個批租年期內,自費以「署長」滿意的方式維修「綠色間 黑斜線範圍」,以保持其修繕妥當及狀況良好,包括在該處執行所有土地、斜坡處理工程、護土 結構、排水及其他工程。倘於本文所訂的批租年期內任何時間「綠色間黑斜線範圍」發生山泥傾瀉、 地陷或滑土,「買方」須以「署長」滿意的方式自費還原及修復「綠色間黑斜線範圍」和「署長」認為 (其決定將作終論並對「買方」約束)同樣受影響的任何毗鄰或鄰近地方。如因山泥傾瀉、地陷或滑土招 致任何責任、索償、損失、損害、開支、收費、費用、訴求、訴訟及法律程序,「買方」須向 「政府」、其代理及承辦商作出彌償,並保持令其獲得彌償。此外,「買方」並須時刻確保無任何人等 在「綠色間黑斜線範圍」非法挖掘或傾倒廢物。如事前獲「署長」書面批准,「買方」可在「綠色間 黑斜線範圍」架設圍欄或其他屏障防止非法挖掘或傾倒廢物的活動。倘有違反此等「批地條款」的 情況,「署長」除可行使任何其他應有權利或補償權外,並可隨時以書面通知「買方」執行任何土力 勘探工程及斜坡處理、山泥傾瀉預防、減緩及補救工程,並且維修、還原和修復任何受山泥傾瀉、 地陷或滑土影響的土地、構築物或工程。倘「買方」疏忽或不按照通知在通知指定期限內 以「署長」滿意的方式採取措施,「署長」可在通知期限屆滿後執行和進行任何必要工程, 「買方」須在「政府」通知時償付相關費用。
- (b) 儘管有本特別條款(a)款之規定,如「政府」向「買方」發出相關通知,本特別條款所訂「買方」就「綠色間黑斜線範圍」或其任何部分擁有的責任及權利即絕對終止。如有關終止令「買方」蒙受或招致任何損失、損害、滋擾或開支,「買方」概不可向「政府」、「署長」或其授權人員申索賠償。然而,有關終止概不妨礙「政府」就任何之前已發生的違反、不遵守或不履行前述(a)款規定事件行使任何應有的權利或補償權。』

#### 27.禁止建造墳墓或骨灰龕

「批地文件」特別條款第(60)條訂明:

『「該地段」不可建造或建築任何墳墓或骨灰龕,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 骨灰忠等。』

附註: 欲悉詳情請參考「批地文件」。「批地文件」全文已備存於售樓處在開放時間免費供人閱覽,此外亦可 支付必要影印費用索取影印副本。

- A. Facilities that are required under the land grant to be constructed and provided for the Government, or for public use
- 1. Description
- (a) The Green Area as referred to in Special Condition No.(3)(a)(i)(l) of the Land Grant;
- (b) The Structures as referred to in Special Condition No.(3)(a)(i)(II) of the Land Grant; and
- (c) The Government Accommodation as referred to in Special Condition (14)(a) of the Land Grant.
- 2. The general public has the right to use the facilities, and those parts of the land mentioned in paragraphs 1(a), (b) and (c) in accordance with the Land Grant.
- 3. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

C. Size of open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

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

Not applicable.

E. A plan that shows the location of those facilities, and those parts of the land mentioned in paragraphs 1 (a), (b) and (c).

Please see the plans appended at the end of this section.

- F. Provisions of the Land Grant that concern those facilities, and those parts of the land mentioned in paragraphs 1 (a), (b) and (c).
- 1. Special Condition No.(3) of the Land Grant stipulates that:-
  - "(a) The Purchaser shall:
    - (i) on or before the 31st day of December 2023 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 such portion of the future public road shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Area"); and
      - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

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

(ii) on or before the 31st day of December 2023 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 Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No. (4) hereof.
- b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance."
- 2. Special Condition No.(4) of the Land Grant stipulates that:-

"For the purpose only of carrying out the works specified in Special Condition No. (3)(a) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (3)(a) hereof or otherwise."

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

"The Purchaser shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (3)(a) hereof."

- 4. Special Condition No.(6) of the Land Grant stipulates that:-
  - "(a) The Purchaser shall at all reasonable times while he is in possession of the Green Area:
    - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (3)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (3)(b) hereof and any other works which the Director may consider necessary in the Green Area;
    - (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with

the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser 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."
- 5. Special Condition No.(14) of the Land Grant stipulates that:-
  - '(a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No. (15)(a) hereof, one public transport terminus on ground level having a net operational floor area of not less than 837 square metres and comprising a terminus of two public light bus bays to be completed and made fit for occupation and operation on or before the 31st day of December 2023 (which terminus (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Purchaser) is hereinafter collectively referred to as "the Government Accommodation").
  - (b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.
  - (c) (i) For the purpose of determining the net operational floor area of any part of the Government Accommodation, the net operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and spaces within such part of the Government Accommodation as detailed in the Technical Schedule excluding any structures, partitions, circulation areas, staircases, staircase halls, lift landings, space occupied by toilet facilities and mechanical and electrical services such as lifts and air-conditioning systems.
    - (ii) For the purpose of this Special Condition, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within that room or space."
- 6. Special Condition No.(15) of the Land Grant stipulates that:-
  - "(a) (i) The Purchaser shall submit or cause to be submitted to the Director for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the Government Accommodation and any other details as the Director may require.

- (ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Purchaser except with the prior written approval of the Director or except as required by the Director.
- (iii) The plans of the Government Accommodation approved under this sub-clause (a) shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
- (b) No building works other than site formation works, ground investigation, the Demolition Works and the Diversion Works referred to in Special Condition No. (52)(b) hereof shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition."
- 7. Special Condition No.(16) of the Land Grant stipulates that:-
  - "(a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedule as he shall in his absolute discretion deem fit.
  - (b) No amendment, variation, alteration, modification or substitution to the Technical Schedule shall be made by the Purchaser except with the prior written approval of the Director.
  - (c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Purchaser as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedule and form part thereof.
  - (d) In the event of any inconsistency or variation between the Technical Schedule and these Conditions, these Conditions shall prevail."
- 8. Special Condition No.(17) of the Land Grant stipulates that:-

"The gross floor area of the Government Accommodation to be erected, constructed and provided under Special Condition No. (14)(a) hereof shall be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (11)(c) hereof For the purpose of these Conditions, the gross floor area of the Government Accommodation shall be as determined by the Director whose determination in this respect shall be final and binding upon the Purchaser."

- 9. Special Condition No.(18) of the Land Grant stipulates that:-
  - "(a) The Director shall have the right in his absolute discretion to nominate officers of Government departments (hereinafter referred to as . "the Officers") who shall generally oversee the design, construction, provision and completion of the Government Accommodation and shall monitor the construction, provision and completion (hereinafter collectively referred to as "the Construction Works") of the Government Accommodation in order to ensure that the Construction Works of the Government Accommodation are carried out in accordance with these Conditions.
  - (b) The Purchaser shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the Government Accommodation or the Construction Works of the Government Accommodation forthwith upon the same becoming known to the Purchaser, his servants, agents, contractors and workmen and shall make available all drawings, site records, notices, letters, certificates, approvals and information and render all necessary assistance and co-operation to the Officers when required by the Officers.
  - (c) The Purchaser shall keep the Director and the Officers advised from time to time as to when he shall be in a position to apply for the relevant Occupation Permit or Temporary Occupation Permit from the Building Authority in respect of the Government Accommodation.

- (d) The Government and the Director accept no responsibility or liability for any costs, claims, demands, charges, damages, actions or proceedings of whatsoever nature arising out of or in connection with the exercise by the Officers of the authority conferred under sub-clause (a) of this Special Condition.
- (e) The Purchaser shall indemnify and keep indemnified the Government and the Director from and against all liabilities, losses, damages, costs, expenses, claims, actions, demands, charges and proceedings of whatsoever nature arising out of or in connection with the Construction Works of the Government Accommodation."
- 10. Special Condition No.(19) of the Land Grant stipulates that:-
  - "(a) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, if the Purchaser shall fail to complete and make fit for occupation and operation to the satisfaction of the Director the Government Accommodation by the date specified in Special Condition No. (14)(a) hereof, the Purchaser shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty a sum calculated at the rate of Three Thousand and Fifty Hong Kong dollars (HK\$3,050.00) per day from the date immediately following the date specified in Special Condition No. (14)(a) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (20)(b) hereof, provided that in case of default of payment of the whole or any part of liquidated damages by the Purchaser, the Director shall without prejudice to his other rights and remedies herein contained be entitled to deduct from the sum payable to the Purchaser under Special Condition No. (22)(a) hereof the said sum of liquidated damages.
  - (b) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said sum of liquidated damages shall not discharge the Purchaser from any of his obligations remaining to be observed and performed."
- 11. Special Condition No.(20) of the Land Grant stipulates that:-
  - "(a) Within 14 days after completion of the Government Accommodation, the Purchaser shall deliver to the Director a certificate by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) employed by the Purchaser for the development of the lot that the Government Accommodation has been completed in accordance with these Conditions.
  - (b) Where in the opinion of the Director (whose opinion in this respect shall be final and binding upon the Purchaser) the Government Accommodation has been completed and made fit for occupation and operation to his satisfaction, the Director shall issue to the Purchaser a certificate of completion to that effect.
  - (c) Notwithstanding the issue of any certificate of completion by the Director, the Purchaser shall not be absolved from any of his liabilities under Special Conditions Nos. (18)(e) and (25) hereof nor any other obligations remaining to be observed and performed by him under these Conditions."
- 12. Special Condition No.(21) of the Land Grant stipulates that:-
  - "(a) The Purchaser shall when called upon so to do by the Director assign to the Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "F.S.I." which expression shall if the context permits include its successors and assigns), with vacant possession, free from incumbrances, at the expense of the

Purchaser, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation and the Purchaser shall complete the assignment of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (20)(b) hereof within such time as may be specified in writing by the Director.

- (b) The number of undivided shares in the whole of the lot to be assigned to F.S.I. in accordance with sub-clause (a) of this Special Condition shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the lot. The determination of the Director in this respect shall be final and binding upon the Purchaser.
- (c) When called upon to do so by the Director (irrespective of whether the Purchaser shall have been called upon to assign under sub-clause (a) of this Special Condition), the Purchaser shall at his own expense submit or cause to be submitted to the Director for his approval in writing an Assignment in respect of the Government Accommodation, which Assignment shall be in such form and shall contain such provisions as shall be required or approved by the Director.
- (d) On completion of the assignment of the Government Accommodation, the Purchaser shall deliver to F.S.I. at the expense of the Purchaser one set of the original or certified copies of deeds and documents of title relating to the lot and the Memorial of the Assignment in respect of the Government Accommodation duly completed and verified by the certificate of the solicitor for the Purchaser. All Land Registry fees payable on registration of the Assignment shall be borne by the Purchaser solely."
- 13. Special Condition No.(22) of the Land Grant stipulates that:-
  - "(a) In consideration of the assignment of the Government Accommodation as provided for in Special Condition No. (21) hereof and subject to Special Condition No. (19)(a) hereof, F.S.I. shall pay to the Purchaser in one lump sum a sum of Thirteen Million and Two Hundred Thousand Hong Kong dollars (HK\$13,200,000.00) or a sum equal to the actual cost of construction of the same to be determined by the Director having regard to the statement submitted in accordance with sub-clause (b) of this Special Condition, whichever is the lesser.
  - (b) As soon as practicable and in any event within thirty days of being called upon so to do by the Director, the Purchaser shall submit or cause to be submitted to the Director for his verification and approval a written statement (hereinafter referred to as "the Statement"), duly certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) employed by the Purchaser for the development of the lot, specifying the monies expended by the Purchaser solely towards the erection, construction and provision in accordance with these Conditions of the Government Accommodation or any part thereof in respect of which a certificate of completion shall have been issued under Special Condition No. (20)(b) hereof (including (if any) all professional fees, costs, supervisory, overhead and any other charges which may be incurred by the Purchaser arising out of or in connection with the execution of works and the supply of materials relating solely thereto).
  - (c) The Director shall have the absolute and unfettered right to determine whether any of the monies specified in the Statement should form part of the actual cost of construction referred to in sub-clause (a) of this Special Condition and to call upon the Purchaser to amplify in writing any details contained in the Statement and to require the Purchaser to provide any supporting documents as the Director shall consider necessary. The decision of the Director as to the actual cost of construction shall be final and binding upon the Purchaser."

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

"The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (21) hereof, delivery of vacant possession of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (20)(b) hereof and the Purchaser shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate."

- 15. Special Condition No.(24) of the Land Grant stipulates that:-
  - "(a) Without prejudice to the provisions of Special Condition No.(25) hereof the Purchaser shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (25)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
  - (b) For the purpose of this Special Condition only, the expression "Purchaser" shall exclude his assigns."
- 16. Special Condition No.(25) of the Land Grant stipulates that:-
  - "(a) The Purchaser shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, losses, expenses, claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor:
    - (i) which may exist at the date of delivery of possession by the Purchaser of the Government Accommodation; and
    - (ii) which shall occur or become apparent within a-period of 365 days after the date of delivery of possession by the Purchaser of the Government Accommodation (hereinafter referred to as "Defects Liability Period").
  - (b) Whenever required by the Director or F.S.I. or both, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation and the building services installations therefor which may exist at the date of delivery of possession thereof by the Purchaser.
  - (c) The Director or F.S.I. or both will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Purchaser within 14 days after the expiry of the Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which

- may be evident in the Government Accommodation and the building services installations therefor and the Purchaser shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.
- (d) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Purchaser) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Purchaser provided that the Government and F.S.I. shall be entitled to deduct from the security money referred to in sub-clause (e) of this Special Condition the costs, charges and fees due and owing by the Purchaser to the Government or F.S.I. or both under this sub-clause (d) and in the event of the security money being insufficient to cover all costs, charges and fees due and owing by the Purchaser, the deficit shall be paid by the Purchaser on demand."
- 17. Special Condition No.(26) of the Land Grant stipulates that:-

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

- 18. Special Condition No.(27) of the Land Grant stipulates that:-
  - "(a) The Purchaser shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (36)(a)(ii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):
    - (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
    - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
    - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
    - (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
    - (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
  - (b) The Purchaser shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, losses, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Purchaser to maintain the Items.
  - (c) For the purpose of this Special Condition only, the expression "Purchaser" shall exclude F.S.I."

## G. Provisions of the deed of mutual covenant that concern those facilities, and those parts of the land mentioned in paragraphs 1 (a), (b) and (c).

Clause 1.1 of the Deed of Mutual Covenant and Management Agreement ("DMC") stipulates that:-

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

#### "FSI"

means The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance Cap. 1015 of the Laws of Hong Kong and the expression "FSI" shall mean FSI in its capacity as the Owner of the Government Accommodation and if the context so permits the successors and assigns of FSI as Owner of the Government Accommodation:

#### "Government Accommodation"

means one public transport terminus on ground level and comprising a terminus of two public light bus bays (which terminus (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director of Lands in accordance with the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine) is referred to and defined in Special Condition No. (14)(a) of the Government Grant as "Government Accommodation", which for the purposes of identification only is shown coloured Pink on the DMC Plans;

#### "Items"

means "the Items" as referred to and defined in Special Condition No.(27)(a) of the Government Grant, namely:-

- (a) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (b) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development;
- (c) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development;
- (d) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (e) all other common parts and facilities serving the Government Accommodation and the remainder of the Development;"
- 2. Clause 3.4 of the DMC stipulates that:-
  - "(a) FSI as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) but not the remainder of the Development.

- (b) Notwithstanding Clause 3.4(a) above, upon the request of the Owner of the Government Accommodation, the Manager will undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation and will be reimbursed with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.
- (c) The Government or FSI shall have the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the First Owner, the other Owners or the Manager.
- (d) FSI as the Owner of the Government Accommodation shall not be liable for any payment of Special Fund, management deposits, capital equipment fund (except for the reimbursement of Capital Expenditure, as shall first be approved by GPA or person nominated by the Director of Lands for this purpose, in respect of facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors), debris removal fee, insurance premium in respect of the Government Accommodation, interest and penalty charges on late or default in payment of management and maintenance charges or payment of a like nature.
- FSI as the Owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors provided however that the liability of FSI shall be as determined by GPA or person nominated by the Director of Lands for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the Management Shares of the Government Accommodation bears to the Management Shares of the Development and shall only commence from the date of the Assignment or the date of taking over of the Government Accommodation, whichever is the earlier and provided further that FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by GPA or person nominated by the Director of Lands for this purpose.
- (f) FSI as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the Development (whether the Common Areas and Facilities or otherwise) or for the provision of facilities or services which do not, in the opinion of the GPA or person nominated by the Director of Lands for this purpose, directly serve or otherwise directly benefit the Government Accommodation.
- (g) As may be requested in writing by GPA, the Manager shall provide FSI free of charge with quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated.
- (h) All accounts, reports, budgets, notices and demands to be provided to or served on FSI shall be sent free of charge to FSI by prepaid post or delivered by hand to GPA, Government Property Agency, 9/F, South Tower, West Kowloon Government Offices, No. 11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other person and address nominated by FSI in writing.
- (i) Any consent that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.

- (j) Notwithstanding anything to the contrary contained in this Deed, no Owner (including the First Owner) shall represent FSI or GPA in any dealing with the Government directly affecting the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected.
- (k) Notwithstanding anything to the contrary contained in this Deed, the Manager shall not represent FSI or GPA in any dealings with the Government.
- (I) Notwithstanding anything to the contrary contained in this Deed, FSI as the Owner of the Government Accommodation shall be exempt from using the nominated maintenance or service contractors of the Manager or the First Owner."
- 3. Clause 4.6 of the DMC stipulates that:-

"The annual budget for the Management Expenses shall include the following:-

- (a) the maintenance, operation, repair and cleansing of all Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Common Areas and Facilities;
- (b) the cultivation, irrigation and maintenance of the lawns and planters and landscaped areas on the Common Areas and Facilities;
- (c) the cost of all electricity, gas, water, telephone and other utilities serving the Common Areas and Facilities;
- (d) the provision of security guard services for the Development and the cost of employing caretakers, watchmen, cleaners, lift operators, attendants, Club House staff, management staff, maintenance staff and gardeners and such other staff to manage and administer the Common Areas and Facilities:
- (e) the cost and expense of maintaining such areas or drains and channels whether within or outside the Land that are required to be maintained under the Government Grant;
- (f) the cost of repairing, maintaining and managing the Items under this Deed or pursuant to the Government Grant;
- (g) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units);
- (h) Manager's Remuneration calculated in accordance with Clause 4.3 of this Deed for providing its services hereunder;
- (i) insurance up to the full new reinstatement value in respect of loss or damage by fire and other risks in respect of the Common Areas and Facilities and insurance covering public liability, occupier's liability and employer's liability and block insurance for the entire Development including those areas which are not the Common Areas and Facilities;
- (j) a reasonable sum for contingencies;
- (k) legal and accounting fees and all other professional fees and costs properly and necessarily incurred by the Manager in carrying out the services provided under this Deed;

- (l) the costs of removal and disposal of rubbish from the Development;
- (m) all costs incurred in connection with the Common Areas and Facilities;
- (n) any tax payable by the Manager on any of the sum held by it under the provisions of this Deed PROVIDED THAT any tax payable on the Manager's Remuneration shall be borne and paid by the Manager; and
- (o) the costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls in accordance with the provisions of this Deed."
- 4. Clause 4.7 of the DMC stipulates that:-

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

- a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land and the Development, the Development Common Areas and Facilities, the Items and the Slopes and Retaining Walls;
- (b) The second part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities; and
- (c) The third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities.

PROVIDED THAT Subject to the prior written approval of the Owners'Committee (or the Owners' Corporation, if formed), if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of this Deed may lead to or result in any Owner or Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in this Deed) think fit and to prepare new budget in the modified manner as aforementioned."

5. Clause 10.13 of the DMC stipulates that:-

"Items relating to the Government Accommodation

- (a) The Owners (excluding FSI) shall at their own expense but subject to any contribution by FSI as referred to in Clause 3.4(e) and in all respects to the satisfaction of the Director of Lands maintain the Items.
- The Items shall be managed and maintained by the Manager. The Owners (excluding FSI) shall indemnify and keep indemnified the Government and FSI against all liabilities, losses, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Manager or the Owners (excluding FSI) to manage or maintain the Items."

6. Clause 3 of Part A of the Second Schedule to the DMC stipulates that:-

"FSI, its lessees, tenants, licensees and persons authorized by it and the Owners and occupiers for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements and the exercise of the following rights, privileges and easements shall not be subject to any permission, approval or consent of the Manager:-

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

- (i) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Land or any part thereof or any part of the Development with or without surveyors, contractors, servants, workmen and others and with or without vehicles, plant, equipment, machinery and material; and
- (j) such other rights, privileges and easements as may be deemed necessary or desirable by the Director of Lands."
- 7. Clause 1(b) of Part B of the Second Schedule to the DMC stipulates that:-

"The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held PROVIDED THAT the exercise of such rights and privileges shall be subject to the rights, easements and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI in this Deed and the Government Grant:-

(applicable to all his premises being the Government Accommodation) The full right and privilege of the Manager at all reasonable times on reasonable notice (except in an emergency) with or without agents, surveyors, workmen and others and with or without equipment and apparatus at all reasonable times subject to prior approval of the Owner of the Government Accommodation except in case of emergency and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation, to enter into and upon his premises for the purposes of carrying out necessary repairs to or maintenance of the Development or any part or parts thereof or any of the Common Areas and Facilities therein or any other apparatus and equipment used or installed for the benefit of the Development or any part or parts thereof as part of the amenities thereof and the Manager shall at his own costs and expenses repair any damage so caused and shall be liable for any act or omission involving criminal liability, dishonesty, wilfulness or negligence on the part of the Manager or its employees, agents or contractors;

..."

- A. 根據批地文件規定須興建並提供予「政府」或供公眾使用的設施
- 1. 說明
  - (a) 「批地文件」特別條款第(3)(a)(i)(I)條所載的「綠色範圍」;
  - (b)「批地文件」特別條款第(3)(a)(i)(II)條所載的「構築物」;及
  - (c) 「批地文件」特別條款第(14)(a)條所載的「政府樓宇」。
- 2. 公眾有權依據「批地文件」規定使用第1(a)、(b)及(c)段所載的設施及土地中的該等部分。
- B. 根據批地文件規定須由「發展項目」中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施 不適用。
- C. 根據批地文件規定須由「發展項目」中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的休憩用地的大小

不適用。

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

不適用。

E. 顯示第1(a)、(b) 及(c)段所載的設施及土地中的該等部分的圖則

請見本節最後的圖則。

- F. 關於第1(a)、(b) 及(c)段所載的設施及土地中的該等部分的「批地文件」條文
- 1. 「批地文件」特別條款第(3)條訂明:
  - 『(a)「買方」應:
    - (i) 在2023年12月31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) 在本文所夾附圖則以綠色顯示的日後擬建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設及 平整工程;及
      - (II) 提供和建造「署長」全權酌情為必要的橋、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;

(ii) 在2023年12月31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、建造路緣及渠道,以及按「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

- (iii) 自費維修「綠色範圍」連同「構築物」及在該處建造、安裝和提供之所有構築物、路面、溝渠、 污水管、排水渠、消防栓、服務設施、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」的佔管權按照本文特別條款第(4)條交還「政府」為止。
- (b) 如「買方」不在本特別條款(a)款訂明的期限內或「署長」批准的其他日期履行該款所訂責任,「政府」可執行必要的工程,費用則由「買方」承擔。「買方」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,而其決定將作終論並對「買方」約束。
- (c) 倘因「買方」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 「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾,「政府」概毋須就此承擔責任, 「買方」亦不可就此等損失、損害、滋擾或騷擾向「政府」提出申索賠償等。』
- 2. 「批地文件」特別條款第(4)條訂明:

『茲為執行本文特別條款第(3)(a)條所述的必要工程,「買方」將於「本協議」訂立日被視為已獲授予「綠色範圍」的佔管權。「綠色範圍」的佔管權將在「政府」通知時交還「政府」或於任何情況下最遲在「署長」向「買方」發函說明所有此等「批地條款」已妥善履行令其滿意當日被視為已交還「政府」。「買方」佔管「綠色範圍」期間,應允許所有「政府」及公共車輛和行人於任何合理時間進出及通行「綠色範圍」,此外並要確保執行特別條款第(3)(a)條指定的工程等不會干預或阻礙該處的通行權。』

3. 「批地文件」特別條款第(5)條訂明:

『如事前未獲「署長」書面同意,「買方」不可使用「綠色範圍」儲物或在該處興建任何臨時構築物,又或用作本文特別條款第(3)(a)條訂明工程以外的其他用途。』

- 4. 「批地文件」特別條款第(6)條訂明:
  - 『(a)「買方」佔管「綠色範圍」期間,必須在任何合理時間:
    - (i) 允許「政府」、「署長」及其人員、承辦商、代理和「署長」授權的任何人等行使權利通行、進出 及往返「該地段」及「綠色範圍」,以便檢查、檢驗和監督任何遵照本文特別條款第(3)(a)條 執行的任何工程,以及執行、檢查、檢驗和監督任何遵照本文特別條款第(3)(b)條規定的工程及 「署長」認為有必要在「綠色範圍」實施的其他工程;
    - (ii) 允許「政府」及「政府」授權的相關公用事業公司行使權利按彼等需要通行、進出及往返「該地段」及「綠色範圍」或任何毗連土地之內、其上或其下執行工程,其中包括但不限於鋪設及其後維修所有水管、電線、管線、電纜管道和其他導體及附屬設備,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。「買方」應與「政府」及「政府」授權的相關公用事業公司充分合作,以處理所有關乎在「綠色範圍」執行任何上述工程的事項;及
    - (iii) 允許水務監督人員及彼等授權的其他人等有權按需要通行、進出及往返「該地段」及「綠色 範圍」,以執行任何關於運作、維修、修理、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、承辦商和代理及任何其他人等或根據本特別條款(a)款正式獲授權的公用事業公司行使權利導致或連帶令「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾,「政府」、「署長」及其人員、承辦商和代理及任何其他人等或根據本特別條款(a)款正式獲授權的公用事業公司毋須就此承擔責任。』

#### 5. 「批地文件」特別條款第(14)條訂明:

- 『(a) 「買方」應自費以「署長」全面滿意的良好工藝方式,按照本文所夾附的「工程規格附表」(以下簡稱「工程規格附表」)及根據本文特別條款第(15)(a)條批核的圖則,於「該地段」內興建、建造及提供位於地面層的公共交通總站,淨作業樓面面積不少於837平方米,由一個設有兩個公共小巴停車處組成的總站組成,於2023年12月31日或之前建成並適宜佔用和運作(該交通總站(包括該處的固定照明裝置、通風機器、抽氣管道及路面或地面,但不包括「署長」依照此等「批地條款」許可而非該處專用的電梯、自動扶梯、樓梯、機器、設備及其他設施、牆、柱、樑、天花、天台樓板、行車道或地台樓板及任何其他結構組件)連同「署長」全權酌情指定(其決定將作終論並對「買方」約束)的其他該處專用地方、設施、服務和裝置,以下統稱「政府樓宇」)。
- (b) 「政府」現保留權利隨時按其全權酌情更改或修改「政府樓字」或其任何部分的用途。
- (c) (i) 為釐定「政府樓宇」任何部分的淨作業樓面面積,除非另行行說明,否則淨作業樓面面積將被 視作包含「工程規格附表」所列「政府樓宇」該部分所有房間及空間的淨樓面總面積,但不包括 任何構築物、間隔物、迴旋處、樓梯、樓梯間、電梯平台、廁所設施所佔空間和電梯及冷氣系統等 機電服務設施所佔的空間。
  - (ii) 於本特別條款,個別房間或空間的淨樓面面積為該房間或空間的圍牆或邊界牆以內的範圍,即在 該房間或空間內已建成或假定性牆壁表面、獨立柱或牆柱之間量度所得的總範圍。』

#### 6. 「批地文件」特別條款第(15)條訂明:

- 『(a) (i) 「買方」應向「署長」提交或達致他人提交「政府樓宇」的圖則以供「署長」書面批核。「政府樓宇」圖則應註明「政府樓宇」的樓層、位置和設計詳情,以及「署長」要求的其他資料。
  - (ii) 「政府樓宇」圖則經審批後,除非事前獲「署長」書面批准或「署長」規定,否則「買方」不得 再行改動、更改、修改、修訂或取代。
  - (iii) 根據本(a)款批核的「政府樓宇」圖則將被視作已包含「署長」事後批准或規定的改動、更改、 修改、修訂或取代內容。
- (b) 直至「署長」根據本特別條款(a)款批核「政府樓宇」圖則,「該地段」不可動工進行任何建造工程,惟地盤平整工程、土地勘探工程、「拆卸工程」及本文特別條款第(52)(b)條所載的「改道工程」除外。』

#### 7. 「批地文件」特別條款第(16)條訂明:

- 『(a) 「署長」有權按其全權酌情為恰當,改動、更改、修改、修訂或取代「工程規格附表」。
- (b) 「買方」事前必須徵取「署長」書面批准,方可改動、更改、修改、修訂或取代「工程規格附表」。
- (c) 「署長」根據本特別條款(a)款進行或「買方」按照本特別條款(b)款規定經「署長」批准進行的改動、 更改、修改、修訂或取代項目,一律視作已納入「工程規格附表」並構成其一部分。
- (d) 「工程規格附表」與此等「批地條款」倘有歧義或差異,概以此等「批地條款」為準。』

#### 8. 「批地文件」特別條款第(17)條訂明:

『計算本文特別條款第(11)(c)條指定的整體樓面總面積時將計入擬根據本文特別條款第(14)(a)條興建、建造和提供的「政府樓宇」之樓面總面積。於此等「批地條款」,「政府樓宇」的樓面總面積將由「署長」釐定,而其就此所作的決定將作終論,並對「買方」約束。』

#### 9. 「批地文件」特別條款第(18)條訂明:

- 『(a) 「署長」可全權酌情指定「政府」部門人員(以下簡稱「政府人員」)概括監管「政府樓宇」的設計、建造、裝配及完工,同時監察其建造、裝配及完工情況(以下統稱「建造工程」),以確保「政府樓宇」的「建造工程」按照此等「批地條款」實施。
- (b) 倘「買方」、其傭工、代理、承辦商及工人獲悉任何影響或關乎「政府樓宇」或「政府樓宇」「建造工程」的情況、限制、規定及資訊,「買方」必須即時通知「政府人員」,並須提供所有圖則、工地記錄、通知書、函件、證明書、批准書及資料,以及在「政府人員」要求時提供所有必要支援和充分合作。
- (c) 「買方」應不時通知「署長」及「政府人員」其何時具備條件向建築事務監督申領「政府樓宇」的相關 「佔用許可證」或「臨時佔用許可證」。
- (d) 倘因「政府人員」行使本特別條款(a)款所賦予權力而招致或引起任何費用、索償、需索、收費、 損害、訴訟或法律程序,「政府」及「署長」概不承擔任何義務或責任。
- (e) 「買方」須就「政府樓宇」「建造工程」所招致或引起的任何性質責任、損失、損害、費用、開支、 索償、訴訟、需索及法律程序向「政府」及「署長」彌償,並保持令其獲得彌償。』

#### 10. 「批地文件」特別條款第(19)條訂明:

- 『(a) 除向「政府」支付其規定的任何其他款項外,茲毋損此等「批地條款」等賦予「政府」的權利,倘「買方」未能在本文特別條款第(14)(a)條所訂的日期前以「署長」滿意的方式完成建造「政府樓宇」並達致適合佔用和運作,「買方」須按照本文協定在「政府」通知時向「政府」付款,有關款項為算定損害賠償而非罰款,收費率為每日港幣三千五十元(HK\$3,050.00),由本文特別條款第(14)(a)條訂明的日期翌日開始,直至並包括「署長」根據特別條款第(20)(b)條所發出竣工證明書訂明的日期每日計收。如「買方」失責不繳付全數或部分算定損害賠償,「署長」有權在應遵照本文特別條款第(22)(a)條付予「買方」的款項中扣除上述算定損害賠償金額,並且毋損「署長」行使本文訂明的其他權利及補償權。
- (b) 為免存疑,現同意及聲明,儘管收取上述任何算定損害賠償,本文訂明「買方」的其他責任亦不會 免除,「買方」仍須履行及遵守此等責任。』

#### 11. 「批地文件」特別條款第(20)條訂明:

- 『(a) 「政府樓宇」落成後,「買方」應在十四(14)日內向「署長」提交由「買方」就「該地段」發展項目 所聘用之認可人士(定義以《建築物條例》、其任何附屬規例及相關修訂法例所訂為準)簽發的證明書, 證明已依照此等「批地條款」建成「政府樓宇」。
- (b) 如「署長」認為(其有關決定將作終論並對「買方」約束)「政府樓宇」已以其滿意的方式建成並適合 佔用和運作,便會就此向「買方」發出完工證明書。
- (c) 儘管「署長」簽發完工證明書,本文特別條款第(18)(e)及(25)條訂明「買方」應有的責任及此等「批地條款」指定其仍須履行和遵守的其他責任亦不會因此免除。』

#### 12. 「批地文件」特別條款第(21)條訂明:

- 『(a) 「買方」應在「署長」通知時,自費騰空交還佔管權並以不帶任何產權負擔的形式,在「署長」以書面 指定的期限內,向根據《財政司司長法團條例》、其任何附屬規例及相關修訂法例成立為單一法團之 「財政司司長法團」(以下簡稱「財政司司長法團」;如上下文意允許,「財政司司長法團」一詞包括其 繼承人及受讓人)轉讓本特別條款(b)款所訂的不分割份數,連同「政府樓宇」的使用、佔用與享用專 有權。「買方」應完成已根據本文特別條款第(20)(b)條獲發完工證明書的「政府樓宇」的轉讓交易。
- (b) 依照本特別條款(a)款轉讓予「財政司司長法團」的「該地段」整體不分割份數數額,將由「署長」根據「政府樓宇」樓面總面積佔現已或將會建於「該地段」所有建築物樓面總面積的比例釐定。「署長」的有關決定將作終論,並對「買方」約束。
- (c) 「買方」應在「署長」通知時(不論「買方」是否根據本特別條款(a)款所訂被要求轉讓),自費向「署長」提交或達致他人提交「政府樓宇」的「轉讓契約」,以供「署長」書面批核。「轉讓契約」應採取「署長」指定或批准的格式並載明指定條文。
- (d) 「政府樓宇」的轉讓交易完成後,「買方」應自費向「財政司司長法團」提交一套「該地段」契約 及文件的正本或核證文本,以及由「買方」律師填妥並簽發證明書核實的「政府樓宇」「轉讓 契約」「註冊摘要」。在土地註冊處註冊「轉讓契約」的所有應繳費用,一律由「買方」獨力 承擔。』

#### 13.「批地文件」特別條款第(22)條訂明:

『(a) 鑒於「買方」依照本文特別條款第(21)條規定將「政府樓宇」轉讓予「財政司司長法團」,並且受限於本文特別條款第(19)(a)條之規定,「財政司司長法團」將向「買方」支付港幣一千三百二十萬元 (HK\$13,200,000.00),又或按照「署長」參照「買方」根據本特別條款(b)款提交報表釐定相等於「政府樓宇」實際建築費用的款項,二者取其較小,以作為一筆整付代價。

- (b)「買方」應盡快並在「署長」通知後三十(30)天內親自或達致向「署長」提交經由「買方」就「該地段」發展項目所聘請認可人士(定義以《建築物條例》、其任何附屬規例及相關修訂法例所訂為準)核證的書面報表(以下簡稱「報表」),以供「署長」驗證及批核。「報表」應列明「買方」純粹因遵照此等「批地條款」興建、建造和提供現已根據本文特別條款第(20)(b)條發出完工證明書的「政府樓宇」或其任何部分開銷的款項(包括(如有)「買方」因為或由於執行工程及採購純粹與工程相關物料而招致的所有專業收費、費用、監督、間接及任何其他費用)。
- (c) 「署長」擁有絕對及不受束縛的權利界定「報表」所列的任何款項是否應納入本特別條款(a)款所載的 實際建築費用,並可要求「買方」以書面詳述「報表」中任何資料,以及要求「買方」提供「署長」視 為必要的證明文件。「署長」就實際建築費用所作的決定將作終論,並對「買方」約束。』

#### 14.「批地文件」特別條款第(23)條訂明:

『「署長」有權於「買方」根據本文特別條款第(21)條轉讓「政府樓宇」之前,隨時要求「買方」騰空交付已根據本文特別條款第(20)(b)條簽發完工證明書的「政府樓宇」。「買方」接獲「署長」通知時,必須向「政府」交付「政府樓宇」,以供「政府」按照「署長」視為恰當的條款與條件專用、佔用及運作。』

#### 15.「批地文件」特別條款第(24)條訂明:

『(a) 茲毋損本文特別條款第(25)條之規定,「買方」必須時刻自費以「署長」全面滿意的方式維修「政府樓宇」及該處各屋宇裝備裝置,以保持其狀況良好,直至本文特別條款第(25)(a)條訂明的「保養期」屆滿為止。

- (b) 茲僅於本特別條款而言,「買方」一詞包括其受讓人。』
- 16.「批地文件」特別條款第(25)條訂明:
  - 『(a) 「政府樓宇」及該處各屋宇裝備裝置如有任何下列缺點、失修、不善、故障、失靈或任何其他尚未完成工程(不論乃關乎工藝、物料、設計等),以致引起或招致任何責任、開支、索償、費用、需索、收費、損害、訴訟及法律程序,「買方」須向「政府」及「財政司司長法團」作出彌償,並保持令其獲得彌償:
    - (i) 於「買方」交付「政府樓宇」佔管權當日之前已存在者;及
    - (ii) 「買方」交付「政府樓宇」佔管權當日後365日內(以下簡稱「保養期」)出現或呈現者。
  - (b) 如「署長」或「財政司司長法團」(或兩者)要求,「買方」必須自費在「署長」或「財政司司長法團」指定的日期內以其指定的標準和方式執行所有維修、修理、修改、重建及糾正工程和任何其他必要工程,以補救及糾正「政府樓宇」和該處各屋宇裝備裝置於「保養期」內出現或呈現的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。除此之外,「買方」並須自費在「署長」或「財政司司長法團」(或兩者)指定的日期內以其指定的標準和方式執行所有修復及糾正「政府樓宇」及該處各屋宇裝備裝置於「買方」交付佔管權當日已存在的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。
  - (c) 「保養期」即將屆滿時,「署長」或「財政司司長法團」(或兩者)將安排檢驗「政府樓宇」及該處各屋宇裝備裝置,以查找任何明顯的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「署長」或「財政司司長法團」各自保留權利於「保養期」屆滿後十四(14)日內向「買方」發出「執修項目表」,列明「政府樓宇」及該處各屋宇裝備裝置的明顯缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「買方」須自費安排執行所有必要的工程,以在「署長」或「財政司司長法團」(或兩者)指定的日期內以其指定的標準和方式補救及糾正此等缺失。
  - (d) 如「買方」不執行本特別條款(b)及(c)款所訂的任何工程,「政府」或「財政司司長法團」(或兩者)可自行施工。「買方」須在接獲通知後支付經「署長」核證(其決定將作終論並對「買方」約束)為「政府」或「財政司司長法團」(或兩者)因此招致的所有相關費用與收費,另加相等於費用與收費總額百分之二十(20%)的行政費用。「政府」及「財政司司長法團」有權從本特別條款(e)款所載的保證金中扣除「買方」應遵照本(d)款付予「政府」及「財政司司長法團」(或兩者)而拖欠的費用、收費及徵費。如保證金不足支付「買方」欠負的所有費用、收費及徵費,「買方」須在接獲通知時補付差額。』

#### 17.「批地文件」特別條款第(26)條訂明:

『「買方」交付「政府樓宇」的佔管權後,須在當日後八(8)個星期內盡快遵照「工程規格附表」規定,自費 向「署長」提供所有相關文件、圖則及材料。』

- 18.「批地文件」特別條款第(27)條訂明:
  - 『(a) 「買方」應在本文協定批授的整個年期內,自費(但「財政司司長法團」可如本文特別條款第(36)(a)(ii)(l) 條所述分擔費用)以「署長」全面滿意的方式維修以下項目(以下簡稱「該等物件」):
    - (i) 「政府樓宇」的外部飾面及「政府樓宇」之內、周圍、其上及其下所有牆、柱、樑、天花、天台樓板、行車道或地台樓板的結構和任何其他結構項件;

- (ii) 所有供「政府樓宇」及「該地段」發展項目其餘部分使用的電梯、自動扶梯及樓梯;
- (iii) 屬於「政府樓宇」及「該地段」發展項目其餘部分的系統一部分之所有屋宇裝備裝置、機器及 設備(包括但不限於手提式及非手提式消防裝置設備);
- (iv)「政府樓宇」之下所有結構樓板,連同該處內部及其下的排水系統;及
- (v) 所有其他供「政府樓宇」及「該地段」發展項目其餘部分使用的公用部分及設施。
- (b) 如「買方」不維修「該等物件」而招致或引起任何責任、損失、損害、開支、索償、費用、索求、 收費、訴訟及法律程序,「買方」將向「政府」及「財政司司長法團」作出彌償,並保持令其獲得 彌償。
- (c) 於本特別條款,「買方」一詞不包括「財政司司長法團」。』

#### G. 關於第1(a)、(b) 及(c)段所載的設施及土地中的該等部分的公契條文

1. 公契及管理協議(「公契」)第1.1條訂明:

『於「本契約」內,除上下文意另有訂明或規定外,以下詞語將具以下定義:

#### 「財政司司長法團」

指根據《財政司司長法團條例》(香港法例第1015章)成立為單一法團之財政司司長法團。「財政司司長法團」一詞一律指作為「政府樓宇」「業主」的「財政司司長法團」,如上下文意允許,並且包括作為「政府樓宇」「業主」之「財政司司長法團」繼承人及受讓人;

#### 「政府樓宇」

指「政府批地書」特別條款第(14)(a)條所載及定義,位於地面層的公共交通總站,由一個設有兩個公共小巴停車處組成的總站組成(該交通總站(包括該處的固定照明裝置、通風機器、抽氣管道及路面或地面,但不包括「地政總署署長」依照「政府批地書」許可而非該處專用的電梯、自動扶梯、樓梯、機器、設備及其他設施、牆、柱、樑、天花、天台樓板、行車道或地台樓板及任何其他結構組件)連同「地政總署署長」全權酌情指定的其他該處專用地方、設施、服務及裝置),以下統稱「政府樓宇」,現於「公契圖則」以粉紅色顯示,以供識別;

#### 「該等物件」

指「政府批地書」特別條款第(27)(a)條載明及定義的「該等物件」,即:

- (a) 「政府樓宇」的外部飾面及「政府樓宇」之內、周圍、其上及其下所有牆、柱、樑、天花、天台樓板、行車道或地台樓板的結構和任何其他結構項件;
- (b) 所有供「政府樓宇」及「發展項目」其餘部分使用的電梯、自動扶梯及樓梯;
- (c) 屬於「政府樓宇」及「發展項目」其餘部分的系統一部分之所有屋宇裝備裝置、機器及設備(包括 但不限於手提式及非手提式消防裝置設備);
- (d) 「政府樓宇」之下所有結構樓板,連同該處內部及其下的排水系統;及
- (e) 所有其他供「政府樓宇」及「發展項目」其餘部分使用的公用部分及設施。』

#### 2. 「公契」第3.4條訂明:

- 『(a) 「財政司司長法團」作為「政府樓宇」「業主」應負責維修和管理「政府樓宇」(「該等物件」除外), 但毋須負責維修和管理「發展項目」其餘部分。
- (b) 儘管有以上第3.4條(a)款之規定,如「政府樓宇」「業主」發出通知,「管理人」應負責維修「政府樓宇」專用服務設施、設施及裝置,並可獲償付有關維修工程的費用,然而必須符合一項條件,即「管理人」必須先提交預算成本連同支持文件和「政府樓宇」「業主」認為必要的任何其他相關資料,而「政府樓宇」「業主」已以書面批准預算成本及「管理人」施工,方可展開維修工程。
- (c) 「政府」或「財政司司長法團」擁有全權酌情隨時更改或變更「政府樓宇」或其任何部分的用途,事前 毋須徵取「第一業主」、其他「業主」或「管理人」的批准或同意。
- (d) 「財政司司長法團」作爲「政府樓宇」的「業主」沒有責任支付特別基金、管理費按金、資本設備基金 (除非首先經政府產業署署長或地政總署署長為該目的提名的人士批准實際上服務「政府樓宇」或 供「政府樓宇」的佔用人、其傭工、承辦商、代理人或訪客使用的設施及服務有關的資本開支之 付款)、清除廢料費用、「政府樓宇」的保險費、逾期付款或欠繳管理費及保養費用或類似的付款的 利息及罰款。
- (e) 「財政司司長法團」作為「政府樓宇」「業主」須負責支付實際上服務「政府樓宇」或供其佔用人, 其傭工、承辦商、代理人及訪客使用的設施或服務的管理及保養費用,但須以下列條件作為前提: 「財政司司長法團」的責任須由政府產業署署長或地政總署署長為該目的提名的人士決定,在任何 情況下,不超過管理費及保養費中「政府樓宇」的管理份數佔發展項目的總管理份數之比例,並只能 從轉讓日或接管「政府樓宇」之日(以較早者為準)開始支付,又須以下列條件作為前提:「財政司司長 法團」沒有責任支付任何管理費及保養費用,除非該費用的款項首先經政府產業署署長或地政總署 署長為該目的提名的人士批准。
- (f) 「財政司司長法團」作為「政府樓宇」「業主」毋須就「發展項目」其餘部分(不論「公用地方及 設施」或其他)攤付任何管理及維修費用,又或攤付「政府產業署署長」或「地政總署署長」就此指定 人士認為並非直接服務或惠及「政府樓宇」的任何設施或服務之設置費用。
- (g) 「管理人」應按「政府產業署署長」的書面要求,免費向「財政司司長法團」提供季度賬目、經審核報告和預算案,以作為招致/估算開支的憑證。
- (h) 所有需提供或送達予「財政司司長法團」的賬目、報告、預算案、通知及書面要求應免費以預付郵費 方式郵寄至「財政司司長法團」或手遞至「政府產業署署長」,地址為香港九龍油麻地海庭道11 號西 九龍政府合署南座9樓政府產業署或「財政司司長法團」以書面指定的其他人士及地址。
- (i) 「政府樓宇」「業主」如須就任何事宜徵取「管理人」的同意,「管理人」不得無理拒絕,並須免費 辦理。
- (j) 儘管「本契約」有任何相反規定,任何「業主」(包括「第一業主」)均不可代表「財政司司長法團」或「政府產業署長」與「政府」處理任何直接影響「政府樓宇」的事項。「政府產業署署長」有酌情全權決定「政府樓宇」是否直接受影響。
- (k) 儘管「本契約」有任何相反規定,「管理人」不得代表「財政司司長法團」或「政府產業署署長」與 「政府」處理任何事宜。

(I) 儘管「本契約」有任何相反規定,「財政司司長法團」作為「政府樓宇」「業主」可獲豁免,毋須 聘用「管理人」或「第一業主」指定的維修或服務承辦商。』

#### 3. 「公契」第4.6條訂明:

『「管理開支」年度預算案應涵蓋以下項目:

- (a) 維修、運作、修理和清潔所有「公用地方及設施」和該處照明裝置,以及設置和運作緊急發電機及 照明的費用;
- (b) 栽種、灌溉和保養「公用地方及設施」上草坪、花槽及園景區的開支;
- (c) 「公用地方及設施」所有電力、氣體、水、電話及其他公用事業服務的收費;
- (d) 為「發展項目」提供保安護衛服務的費用,以及聘請管理員、看守人、清潔工人、電梯服務員、服務員、「會所」職員、管理職員、維修人員及園工和「公用地方及設施」管理及行政職員的費用;
- (e) 維修「政府批地書」訂明應維修的「該土地」之內或之外地方、排水渠及渠道所招致的費用與開支;
- (f) 遵照「本契約」或「政府批地書」修理、維修和管理「該等物件」的費用;
- (g) 「政府批地書」訂明應繳的「政府」地稅(只限於「政府」並無就每個「單位」獨立攤分或評定地稅);
- (h) 依照「本契約」第4.3條計算就「管理人」提供服務支付的「管理人酬金」;
- (i) 保障「公用地方及設施」因火警及其他風險造成損失或損害的全面新重置價值保險,以及保障公共 責任、佔用人責任和僱主責任保險,以及「發展項目」整體(包括不屬於「公用地方及設施」的地方)的 綜合保險之費用;
- (i) 合理的應急費用;
- (k) 「管理人」提供「本契約」規定各項服務正當及必須招致之法律、會計和所有其他專業收費與費用;
- (1) 「發展項目」的垃圾清理及處置費用;
- (m) 所有因「公用地方及設施」所招致的費用;
- (n) 「管理人」依據「本契約」規定持管款項應繳的任何稅款,惟「管理人酬金」應課稅款將由「管理 人」承擔及支付;及
- (o) 「管理人」依照「本契約」規定在「斜坡及護土牆」進行維修、修理及任何其他工程而合法招致的 費用。』

#### 4. 「公契」第4.7條訂明:

『年度預算案應分為下列各部分:

- (a) 第一部分應涵蓋「管理人」認為(其決定如無重大錯誤將作終論)以全體「業主」受益為本或完善管理 「該土地」及「發展項目」、「發展項目公用地方及設施」、「該等物件」和「斜坡及護土牆」所需的 所有開支;
- (b) 第二部分應涵蓋「管理人」認為(其決定如無重大錯誤將作終論)具體關乎「住宅公用地方及設施」的 所有開支;及
- (c) 第三部分應涵蓋「管理人」認為(其決定如無重大錯誤將作終論)具體關乎「停車場公用地方及設施」的 所有開支。

只要事前獲「業主委員會」(或如已成立之「業主立案法團」)書面批准,如「管理人」認為任何已採納的年度預算案及/或已採納的年度預算案任何部分依照「本契約」規定評定的「管理開支」攤付數額,可能不公平或不公正地導致或引起「發展項目」任何部分的任何「業主」繳付太多或太少攤付款項,則「管理人」有權按其認為恰當的方式(但仍須受限於遵照「本契約」訂明的草擬年度預算案、年度預算案及修訂年度預算案修改程序),修改任何已採納的年度預算案,同時編製循上述方式修訂的新預算案。』

#### 5. 「公契」第10.13條訂明:

『關乎「政府樓宇」的「該等物件」

- (a) 「業主」(「財政司司長法團」除外)應自費(惟「財政司司長法團」可如第3.4(d)條及3.4(e)條所述分擔費用)以「地政總署署長」全面滿意的方式維修「該等物件」。
- (b) 「該等物件」將由「管理人」管理及維修。如「管理人」或「業主」(「財政司司長法團」除外)不管理或不維修「該等物件」而招致或引起任何性質的責任、損失、損害、開支、索償、費用、訴求、收費、訴訟及法律程序,「業主」(「財政司司長法團」除外)須向「政府」及「財政司司長法團」彌償,並保持令其獲得彌償。』

#### 6. 「公契」第二附錄A部分第3條訂明:

『「財政司司長法團」、其租客、租戶、受許可人及授權人等和「政府樓宇」現任「業主」及佔用人均可享有 下列權利、特權及地役權,彼等行使下列權利、特權及地役權毋須「管理人」批准、准許或同意:

- (a) 有權享有「政府樓宇」上下四方之支撐、庇護及保護;
- (b) 有權透過現時或在「政府批地書」生效期內任何時間可能位於「該土地」及「發展項目」任何部分內或在其下或越過之溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體而享用接駁至「政府樓宇」的暢通及不間斷氣體、電力、食水、污水排放、冷氣、電話及各類其他服務。
- (c) 有權隨時酌情自費改動、改道、修改、重鋪或恢復任何專為「政府樓宇」或其任何部分而設的服務與設施(以下簡稱「政府樓宇服務設施」),而毋須向任何其他「業主」或「管理人」支付任何費用或徵取其批准或同意。惟進行上述改動、改道、修改、重鋪或恢復任何「政府樓宇服務設施」工程時,必須採取適當和充足的預防措施,以確保不會損壞「該土地」內供「政府樓宇」以外「發展項目」所有其他部分使用的服務與設施;
- (d) 有權通行進出、行經和使用任何「公用地方及設施」,以便完善使用及享用「政府樓宇」,並且有權 使用「該土地」或「發展項目」或其任何部分內任何「公用地方及設施」和享有相關利益;

- (e) 有權在所有合理時間單獨或聯同測量師、承辦商、工人和其他人等及駕車、攜帶機械、設備、物料及機器與否進入「該土地」或其任何部分或「發展項目」任何部分,以便在「政府樓宇」或其任何部分持續執行或進行維修、修理、增建、修整及其他工程,並且進行「政府樓宇服務設施」或其任何部分之維修、修理、增建、修整、改道、改建、重鋪、恢復及其他工程;
- (f) 享有暢通無阻進出「政府樓宇」或其任何部分的通行權;
- (g) 行使專有權,以「財政司司長法團」視為適當的方式,在「政府樓宇」或其任何部分範圍內和邊界 周圍的牆、柱及其他結構件安裝、搭建、展示、陳列、維修、修理、拆除及更新招牌和廣告,並且 享有通行權,可不論聯同測量師、承辦商、傭工、工人及其他人等與否,以及不論駕車或攜帶機器、 設備、物料及機器與否,通行「該土地」或其任何部分或「發展項目」任何部分,以便檢驗、安裝、 搭建、展示、陳列、維修、修理、拆除和更新此等招牌及廣告;
- (h) 享有裝設於「政府樓宇」的照明管槽、消防、通風及其他服務設施、設備、裝置、固定裝置、輔助工程,以及安裝於天台樓板、牆及其他結構件上的機器及物料的通行權;
- (i) 有權改動及運作位於「政府樓宇」之內、周圍、其上及其下的牆、柱、樑、天花、天台樓板、 行車道或地台樓板和其他結構件而專供「政府樓宇」或其任何部分使用與享用的附加服務,以及 享有相關的通行權,可不論聯同測量師、承辦商、傭工、工人及其他人等與否,以及不論駕車或 攜帶機器、設備、機械及物料與否,通行「該土地」或「發展項目」任何部分;及
- (j) 「地政總署署長」視為必要或恰當的其他權利、特權及地役權。』

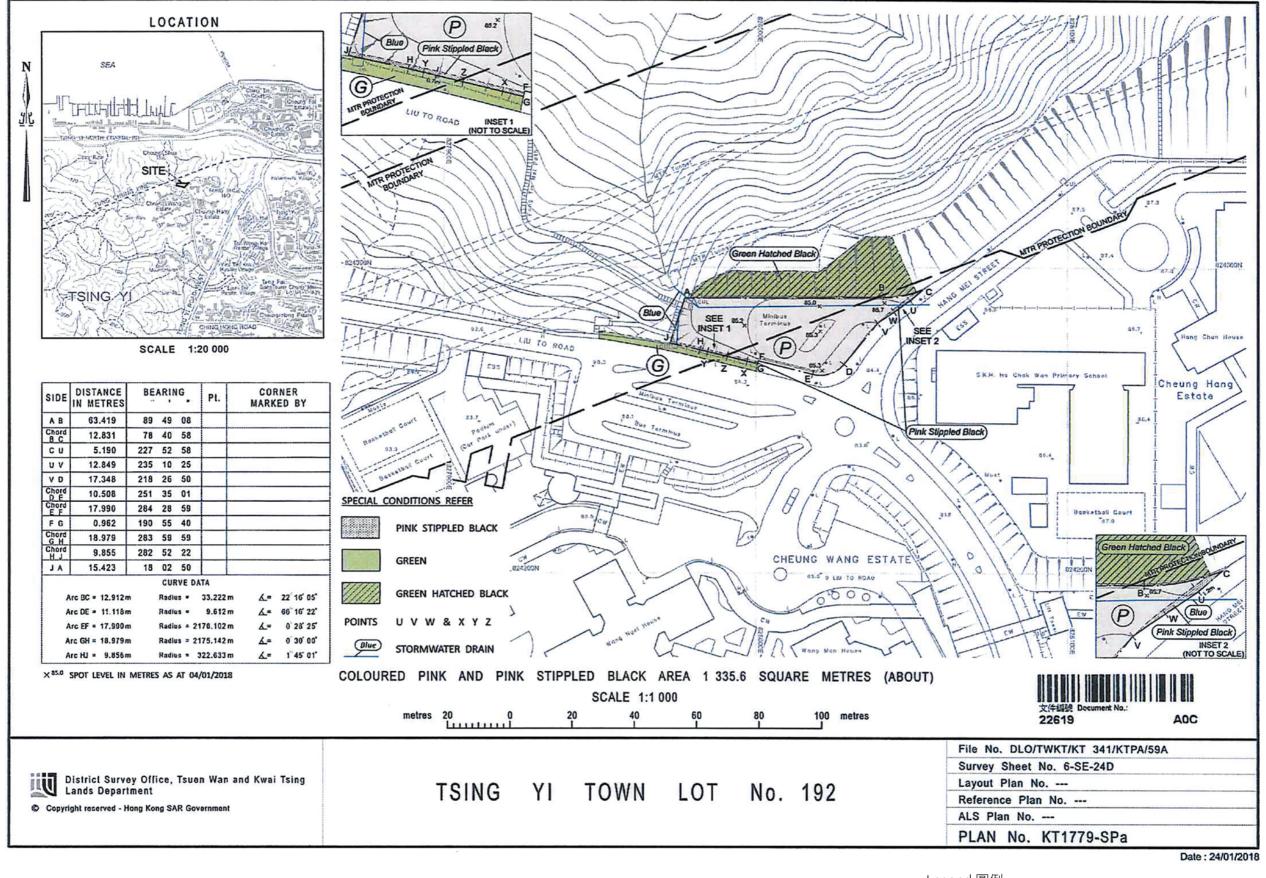
#### 7. 「公契」第二附錄B部分第1(b)條訂明:

『每份「不分割份數」的「業主」和持有、使用、佔用與享用其處所的專有權均須受限於下列權利及特權, 而行使任何此等權利及特權,必須受限於「財政司司長法團」之權利、地役權和特權,並且概不可損害或 妨礙「本契約」及「政府批地書」保留予「財政司司長法團」之權利、地役權和特權:

...

(b) (適用於其名下屬於「政府樓宇」的所有處所)「管理人」擁有全權和特權,在事前給予合理通知(緊急情況除外)後,於所有合理時間不論單獨或聯同代理、測量師、工人及其他人等和攜帶設備及器材與否,在事先徵取「政府樓宇」「業主」批准後(緊急情況除外)進入其處所。「管理人」進入其處所以在「發展項目」或其任何部分或該處任何「公用地方及設施」或專供「發展項目」或其任何部分享用或在該處裝設作為適意設施的其他器材及設備執行必要的修理或維修工程時,倘若造成「政府樓宇」任何損毀,必須自費承擔所有由此招致的費用與開支。「管理人」應自費修復上述損毀,並須就其本身、其僱員、代理或承辦商任何涉及刑事責任、不誠實、蓄意或疏忽的行為或遺漏行為承擔責任;

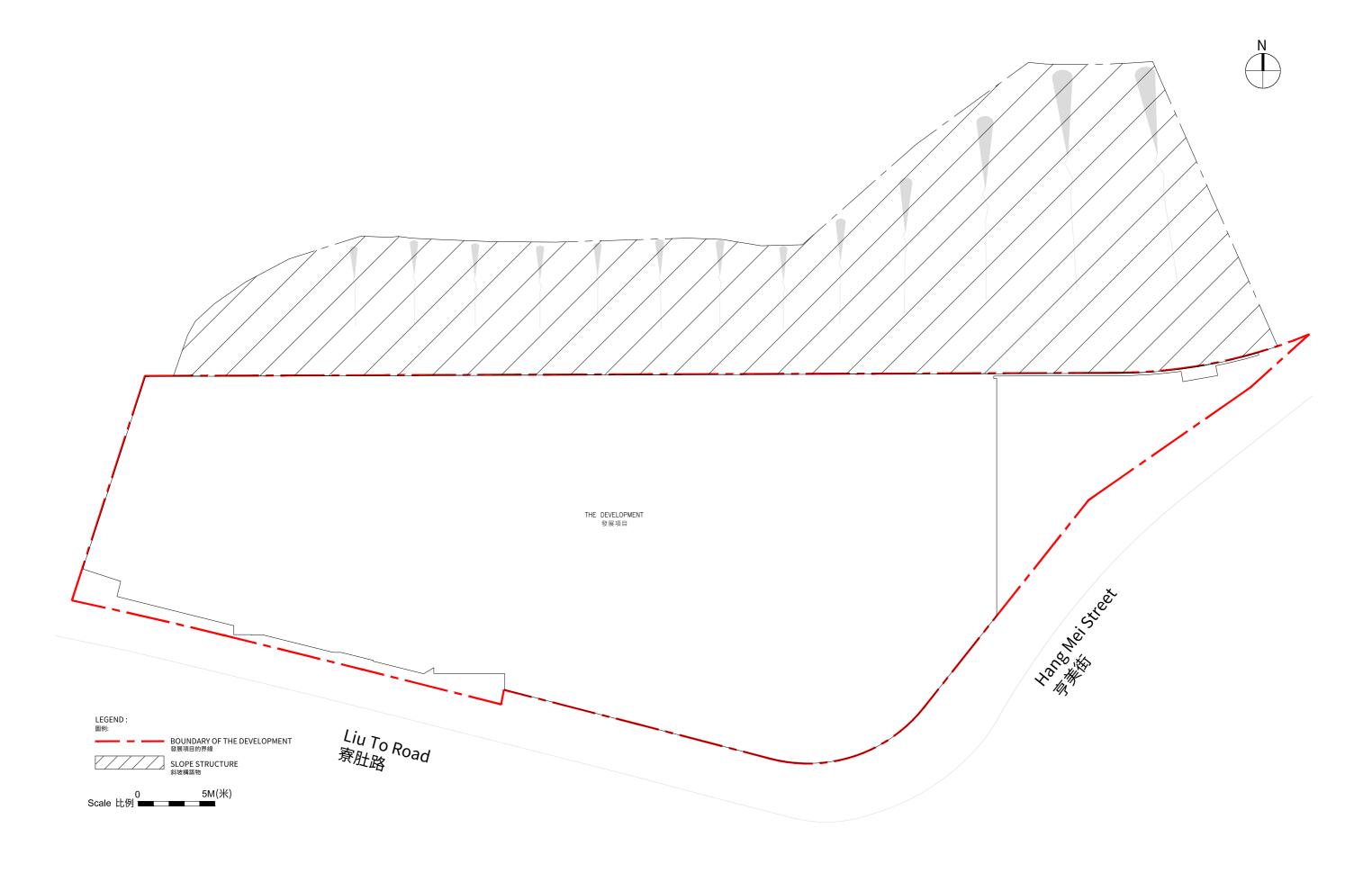
... 」



Legend 圖例

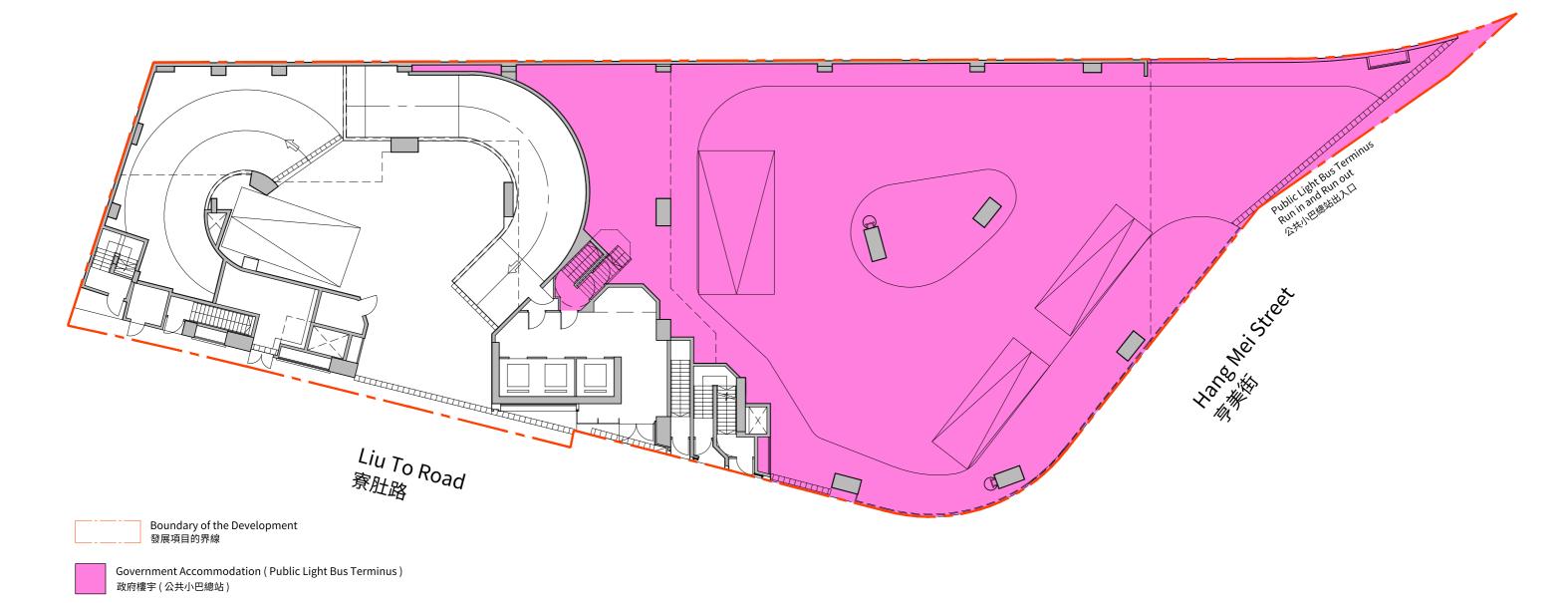
Green Area 綠色範圍

Note: The plan is for showing the location of the Green Area only. Other matters shown in this plan may not reflect their latest conditions. 備註:上圖僅作顯示「綠色範圍」的位置,圖中所示之其他事項未必能反映其最新狀況。



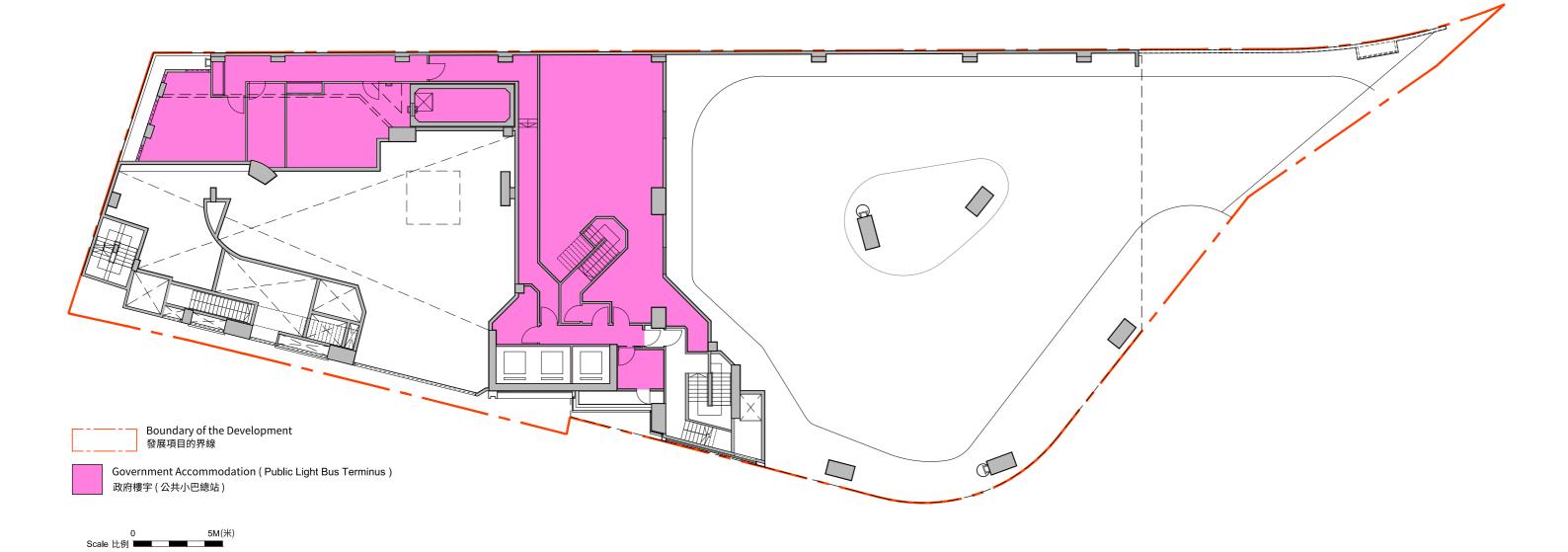
# Ground Floor Plan 地下平面圖





# Mezzanine Floor Plan 閣樓平面圖





### WARNING TO PURCHASERS

### 對買方的警告

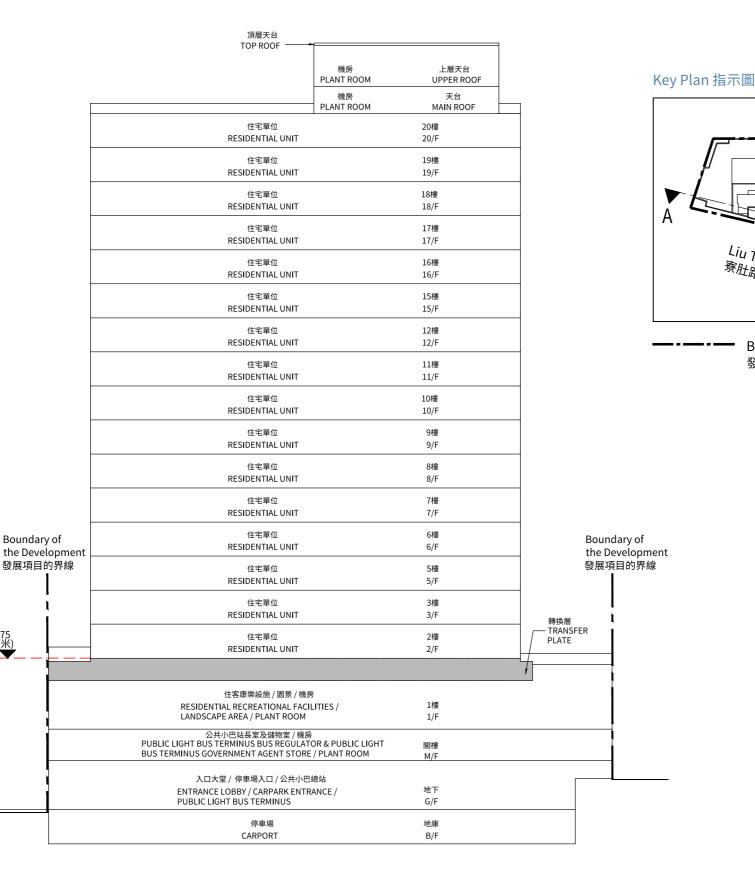
- (a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
- (b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that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

- (a) 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。
- (b) 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。
- (c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事,而擁有人與買方之間出現利益衝突-
  - (i) 該律師事務所可能不能夠保障買方的利益;及
  - (ii) 買方可能要聘用一間獨立的律師事務所;及
- (d) 如屬(c)(ii)段的情況,買方須支付的律師費用總數,可能高於如買方自一開始即聘用一間獨立的律師 事務所便須支付的費用。

#### CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

### 發展項目中的建築物的橫截面圖

### Cross-section Plan A-A 横截面圖 A-A



- 1. The part of Hang Mei Street adjacent to the building is 85.350 to 85.650 metres above the Hong Kong Principal Datum.
- 2. The level of the lowest residential floor of the building is 101.075 metres above the Hong Kong Principal Datum.
- 3. Red dotted line denotes the level of the lowest residential floor.

LEVEL OF THE LOWEST

101.075 mPD(米)

RESIDENTIAL FLOOR

最低住宅樓層水平

-Hang Mei Street 亨美街

4. denotes height in metres above the Hong Kong Principal Datum (mPD).

1. 毗鄰建築物的一段亨美街為香港主水平基準以上 85.350 米至 85.650 米。

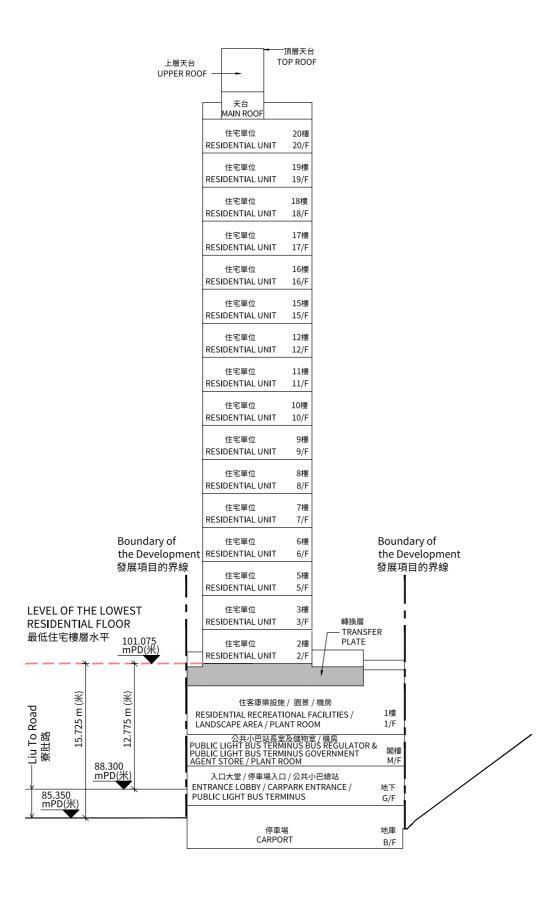
Boundary of the Development

發展項目的界線

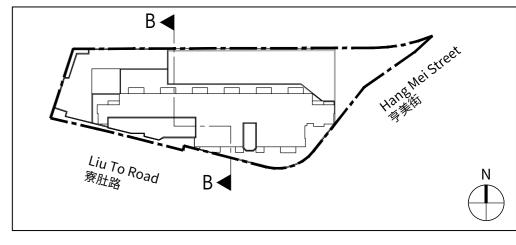
- 2. 發展項目之最低住宅樓層為香港主水平基準以上 101.075 米。
- 3. 紅色虛線為最低住宅樓層水平。
- 4. ▼ 為香港主水平基準以上高度(以米計算)。

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

Cross-section Plan B-B 横截面圖 B-B



#### Key Plan 指示圖

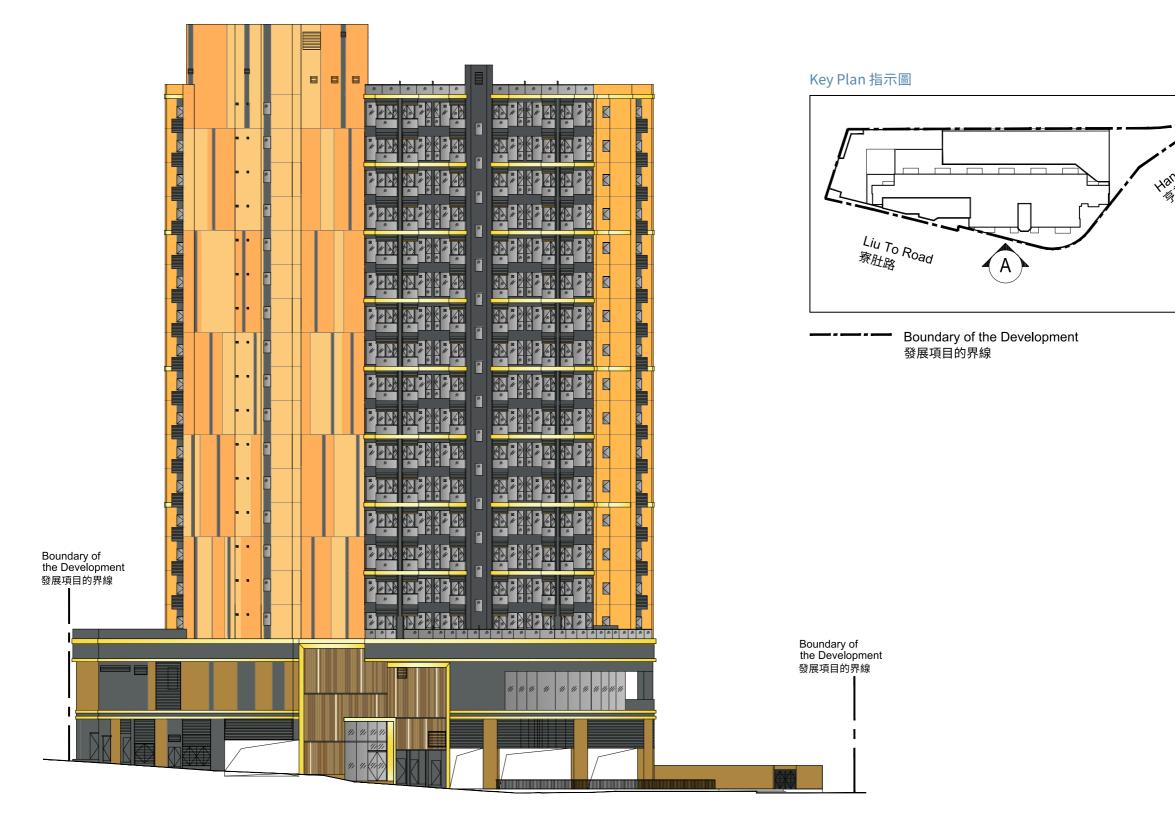


 Boundary of the Development 發展項目的界線

- 1. The part of Liu To Road adjacent to the building is 85.350 to 88.300 metres above the Hong Kong Principal Datum.
- 2. The level of the lowest residential floor of the building is 101.075 metres above the Hong Kong Principal Datum.
- 3. Red dotted line denotes the level of the lowest residential floor.
- 4. denotes height in metres above the Hong Kong Principal Datum (mPD).

- 1. 毗鄰建築物的一段寮肚路為香港主水平基準以上85.350米至88.300米。
- 2. 發展項目之最低住宅樓層為香港主水平基準以上 101.075 米。
- 3. 紅色虛線為最低住宅樓層水平。
- 4. ▼ 為香港主水平基準以上高度(以米計算)。

### **ELEVATION PLAN** 立面圖



**Elevation A** A立面圖

The Authorized Person for the Development certifies that the elevations shown on the above plan:

- 1. are prepared on the basis of the approved building plans for the Development as of 24 November 2020; and 2. are in general accordance with the outward appearance of the Development.

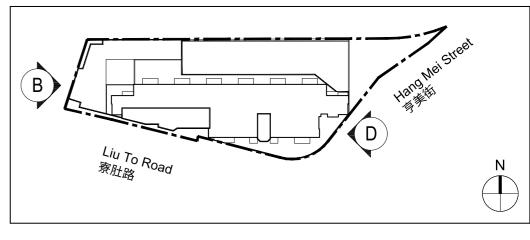
發展項目的認可人士證明本立面圖所顯示的立面:

- 1. 以2020年11月24日的情況為準的發展項目的經批准的建築圖則為基礎擬備;及
- 2. 大致上與發展項目的外觀一致。

#### ELEVATION PLAN 立面圖



Key Plan 指示圖



Boundary of the Development 發展項目的界線

Elevation B B 立面圖

Elevation D D 立面圖

The Authorized Person for the Development certifies that the elevations shown on the above plan:

- 1. are prepared on the basis of the approved building plans for the Development as of 24 November 2020; and
- 2. are in general accordance with the outward appearance of the Development.

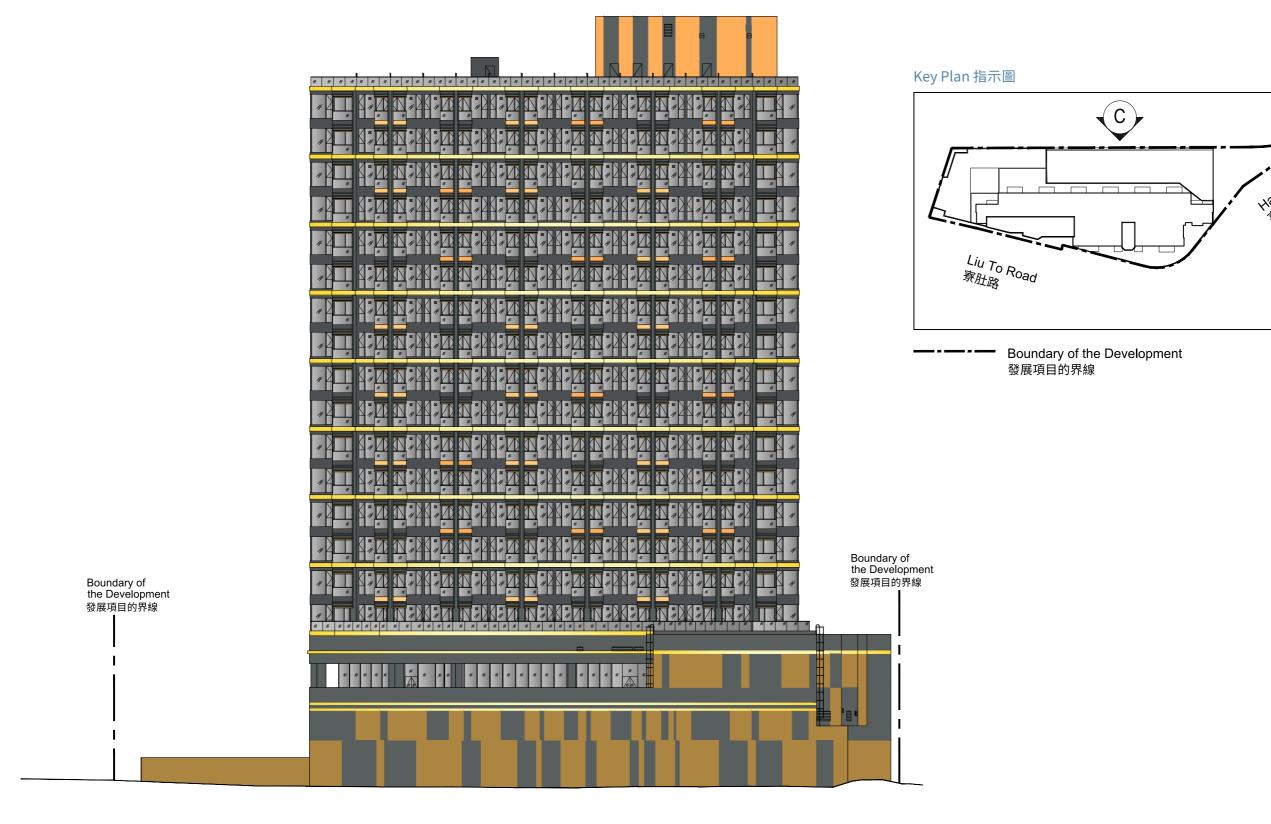
發展項目的認可人士證明本立面圖所顯示的立面:

Boundary of the Development

發展項目的界線

- 1. 以2020年11月24日的情況為準的發展項目的經批准的建築圖則為基礎擬備;及
- 2. 大致上與發展項目的外觀一致。

### **ELEVATION PLAN** 立面圖



**Elevation C** C立面圖

The Authorized Person for the Development certifies that the elevations shown on the above plan:

- 1. are prepared on the basis of the approved building plans for the Development as of 24 November 2020; and 2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本立面圖所顯示的立面:

1. 以2020年11月24日的情況為準的發展項目的經批准的建築圖則為基礎擬備;及

Ν

2. 大致上與發展項目的外觀一致。

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

Category of Common Facilites 公用設施的類別	Covered Area 有上蓋遮蓋面積		Uncovered Area 沒有上蓋遮蓋面積		Total Area 總面積	
公/H 改/地的模/J	sq. m. 平方米	sq. ft. 平方呎	sq. m. 平方米	sq. ft. 平方呎	sq. m. 平方米	sq. ft. 平方呎
Residents' Clubhouse (including any recreational facilities for residents' use) 249. 住客會所 (包括供住客使用的任何康樂設施)		2683	Not applicable 不適用		249.287	2683
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise) 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱)	Not applicable 不適用		Not applicable 不適用			plicable 適用
Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱)	144.471	1555	271.049	2918	415.520	4473

Note: Areas in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest square foot, which may be slightly different from the area presented in square metres. 備註:以平方呎顯示之面積均依據1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。

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

- 1. The address of the website on which a copy of the outline zoning plan relating to the Development is available is www.ozp.tpb.gov.hk.
- 2. A copy of the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold is available for inspection at the place at which the specified residential property is offered to be sold.
- 3. The inspection is free of charge.

- 1. 備有關於發展項目的分區計畫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存放在指明住宅物業的售樓處,以供閱覽。
- 3. 無須為閱覽付費。

#### 1. EXTERIOR FINISHES

Item		Description			
(a)	External wall	Type of finishes	Podium: Tiles, paint, glass wall, metal features and vertical green panel		
			Tower : Tiles and metal features		
(h)	Window	Material of Frame	Aluminium window frame finished with fluorocarbon coating		
(b)	Willdow	Material of Glass	Tinted Insulated-Glass-Unit (IGU) with low-emissivity Coating		
	D	Material	Not provided		
(c)	Bay window	Finishes of Window Sill	Not provided		
(d)	Planter	Type of finishes	Not provided		
			Balcony: Tempered glass balustrade with aluminium handrail		
		- 66	Wall : Tiles		
	W 1.1	Type of finishes	Floor : Tiles		
(e)	Verandah or balcony		Ceiling : Aluminium panel finished with fluorocarbon coating		
		Whether balcony is covered	Balcony is covered		
		Verandah	Not provided		
(0)	Drying facilities	Туре	Not provided		
(f)	for clothing	Material	Not provided		

### 1. 外部裝修物料

細	項	描述	
(a)	外牆		基座 : 磚 、油漆、玻璃牆、金屬裝飾及垂直綠化牆
(a)	ייה איניה איני אוניה איניה אי	表 修 彻 叶 的 规 主	大樓 : 磚並配以金屬裝飾
(b)	b)   窗	框的用料	氟化碳噴塗鋁質窗框
(5)	A	玻璃的用料	有色雙層中空玻璃配低幅射鍍膜
(c)	窗台	用料	沒有提供
(C)		窗台板的裝修物料	沒有提供
(d)	花槽	裝修物料的類型	沒有提供
			露台 : 強化玻璃圍欄配鋁質扶手
			牆壁:磚
		表 修 彻 什 D 规 至	地板 : 磚
(e)	陽台或露台		天花板 : 氟化碳噴塗鋁板
		露台是否有蓋	露台有蓋
		陽台	沒有提供
(t)	古太弘施	類型	沒有提供
(f)	乾衣設施	用料	沒有提供

#### 2. INTERIOR FINISHES

Ite	Item			Description						
				Wall	Floor	Ceiling				
			Entrance Lobby on Ground Floor	Natural stone, timber veneer, plastic laminate, metal and glass	Natural stone and metal	Plywood false ceiling with timber veneer finishes and plywood false ceiling with metal finishes				
		Type of	Lift Lobby on First Floor	Natural Stone, plastic laminate, metal, glass, timber veneer and wallpaper	Reconstituted stone and metal	Plywood false ceiling with timber veneer, metal and plastic laminate finishes and gypsum board false ceiling with emulsion paint				
(a)	Lobby Finishes		Lift Lobby on Residential Floor	Plastic laminate, tiles, metal and glass	Reconstituted stone, tiles and metal	Plywood false ceiling with timber veneer and plastic laminate finishes and gypsum board false ceiling with emulsion paint finishes				
									Lift Lobby on Basement Floor	Timber veneer, plastic laminate, metal and glass
				Wall		Ceiling				
	Internal		Living and Dining room	Emulsion paint, laminate and m (Except Unit A01	etal	Finished with emulsion paint Partly equipped				
(b)	wall and ceiling	Type of Finishes	וווססון	Emulsion paint (Unit A01 and A17 only)		with gypsum board ceiling bulkhead finished with				
			Bedroom	Emulsion paint		emulsion paint				

### 2. 室內裝修物料

細	細項			描述			
				牆壁	地板	天花板	
			地下住宅入口 大堂	天然石、 木皮、膠板、 金屬及玻璃	天然石及金屬	夾板配木皮飾面 假天花及夾板配 金屬飾面假天花	
		另生 <b>小</b> 女 孙 加 平 计	一樓升降機大堂	天然石、 膠板、金屬、 玻璃、木皮及 牆紙	再造石及金屬	夾板配木皮,金屬及 膠板飾面假天花, 石膏板假天花並髹 乳膠漆	
(a)	大堂	装修物料 的類型		住宅層升降機大堂	膠板、磚、 金屬及玻璃	再造石、磚及 金屬	夾板配木皮及膠板 飾面假天花,石膏板 假天花並髹乳膠漆
				地庫層升降機 大堂	木皮、膠板、 金屬及玻璃	天然石、磚及 金屬	夾板配木皮及膠板 飾面假天花
				牆壁		天花板	
		裝修物料 的類型	客廳及飯廳	乳膠漆、膠板及金屬 (A01 及 A17 單位除外)		1 乳膠漆。部分位置	
(b)	內牆及   天花板			乳膠漆 (只適用於A01及 A17單位)		・ 乳酸漆。部分位置 ・ 裝設石膏板假陣並 ・ 様乳膠漆	
			睡房	乳膠漆			

#### 2. INTERIOR FINISHES

				Floor	Skirting	
		Living Dining		Tiles	Timber skirting finished with paint and metal skirting (Except Unit A01 and A17)	
(c)	Internal floor	Material	room		Timber skirting paint (Unit A01	finished with and A17 only)
			Bedroom	Tiles	Timber skirting paint	finished with
			Wall		Floor	Ceiling
(d)	Bathroom	Type of finishes	Tiles (Except Unit A01 and A17) Tiles and metal ( Unit A01 and A17 only)		Tiles and reconstituted stone	Gypsum board false ceiling finished with emulsion paint
		Whether the wall finishes run up to ceiling	Run up to false ceiling level			
			Wall	Floor	Ceiling	Cooking Bench
(e)	Kitchen	Type of finishes	Tiles and plastic laminate	Tiles	Finished with emulsion paint. Partly equipped with gypsum board ceiling bulkhead finished with emulsion paint	Solid surface material
		Whether the wall finishes run up to ceiling	Run up to tl	he false ceiling lev	vel	

### 2. 室內裝修物料

				地板	牆腳線			
			客廳及	磚	油漆飾面木腳線及金屬腳線 (A01 及 A17 單位除外)			
(c)	內部地板	用料	飯廳	Pu	油漆飾面木腳線 (只適用於A01及			
			睡房	磚	油漆飾面木腳線			
			牆壁		地板	天花板		
(d)	(d) 浴室		表彰初科的類型 · · · · · · · · · · · · · · · · · · ·		(A01 及 A17 磚及金屬	單位除外) 01 及 A17 單位)	一	
		牆壁的裝修物料 是否鋪至天花板	鋪砌至假天花高度					
			牆壁	地板	天花板	灶台		
(e)	廚房	裝修物料的類型	磚及膠板	磚	乳膠漆。部分 位置裝設 石膏板假陣並 髹乳膠漆	實心面板		
		牆壁的裝修物料 是否鋪至天花板	鋪砌至假天:	花高度				

#### 3. INTERIOR FITTINGS

Item		Description			
			Material	Finishes	Accessories
		Main entrance door	Fire rated solid core timber door	Door : Plastic laminate and metal Door frame : Plastic laminate and metal	Electronic lockset, concealed door closer, door viewer and concealed door hinges
		Balcony	Tempered glass door with	Aluminium door frame finished with fluorocarbon	Lockset and door hinges (Except Unit A01 and A17)
		door	aluminium frame	coating	Lockset and sliding track (Unit A01 and A17 only)
		Flat roof	Tempered glass door with	Aluminium door frame finished with fluorocarbon	Lockset and door hinges (All units on 2/F but except Unit A01 on 2/F)
		door	aluminium frame	coating	Lockset and sliding track (Unit A01 and A17 on 2/F only)
(a)	Doors	Roof door	Metal door	Metal	Lockset, door closer and door hinges (All roof for Unit A05, A06 and A07 on 20/F only)
		Roof gate	Metal gate	Metal	Lockset and door hinges (All roof except roof of Unit A05, A06 and A07 on 20/F)
		Bedroom door	Hollow core timber door	Door : Plastic laminate Door frame : Plastic laminate	Lockset, door hinges and door stopper
		Bathroom	Glass door with metal frame (Except Unit A01 and A17)	Door : Glass door with metal frame Door frame : Metal (Except Unit A01 and A17)	Lockset, door hinges, door stopper and roller latch (Except Unit A01 and A17)
		door	Hollow core timber door (Unit A01 and A17 only)	Door : Plastic laminate (Unit A01 and A17 only)	Lockset and sliding track (Unit A01 and A17 only)

細項		描述			
		用料	装修物料	配件	
		單位大門	實心防火木門	門 : 膠板及金屬門框: 膠板及金屬	電子門鎖、暗氣鼓、 防盜眼及暗門鉸
		露台門	強化玻璃及		門鎖及門鉸 (A01 及 A17 單位除外)
		II J	鋁質框門	我们明 <b>次</b> "宋王"山宋作门	門鎖及趟路軌 (只適用於A01 及 A17 單位)
		平台門	強化玻璃及		門鎖及門鉸 (2樓所有單位,2樓A01 單位除外)
		十口门	鋁質框門	我 IC WY 快空 如 貝 (ET )	門鎖及趟路軌 (只適用於2樓A01 及 A17 單位)
(a)	門	天台門	金屬門	金屬	門鎖、氣鼓及門鉸 (只適用於20樓A05、A06 及 A07單位之天台)
		天台閘	金屬閘	金屬	門鎖及門鉸 (所有20樓單位之天台 除20樓A05、A06及 A07 單位之天台)
		睡房門	空心木門	門 : 膠板 門框 : 膠板	門鎖、門鉸及門頂
		浴室門	金屬框配 玻璃門 (A01 及 A17 單位除外)	門 : 金屬框配玻璃門 門框 : 金屬 (A01及A17單位除外)	門鎖、門鉸、門頂及門扣 (A01 及 A17 單位除外)
			空心木門 (只適用於A01 及 A17單位)	門 : 膠板 (只適用於A01 及 A17 單位)	門鎖及趟路軌 (只適用於A01 及 A17 單位)

#### 3. INTERIOR FITTINGS

Ite	Item			Description	Description		
				Fittings & equipment	Туре	Material	
					Basin countertop	Reconstituted stone	
				Cabinet	Basin cabinet	Timber basin cabinet finished with plastic laminate and metal	
					Hanging cabinet	Timber cabinet finished with plastic laminate, metal frame and mirror	
					Wash basin mixer	Chrome plated	
		(i) Type a mater			Water closet	Vitreous china	
		fitting: equip	s and		Wash basin	Vitreous china	
				Bathroom fittings	Shower set	Chrome plated	
					Shower compartment	Clear tempered glass	
(b)	Bathroom				Paper holder	Chrome plated & powder coated	
	Datilloom	(ii) Type and ma supply syster			Shelf	Reconstituted stone	
			Bathroom appliances	For the appliances brand name and model number, please refer to the "Appliances Schedule"			
					Please refer to "3.(j) W	/ater Supply" below	
		(iii) Type a mater bathin faciliti (includ showe bath to applic	ial of g es ding er or ub, if	Shower	Shower set	Chrome plated	
		(iv) Size of bath (if applicable			Not provided		

細項		描述	描述		
			裝置及設備	類型	用料
				洗手盆檯面	再造石
			櫃	洗手盆櫃	木製洗手盆櫃配膠板 及金屬
				吊櫃	木製櫃配膠板、金屬框 及鏡
				洗手盆水龍頭	鍍鉻
		(i) 裝置及 設備的		坐廁	搪瓷
		類型及 用料		洗手盆	搪瓷
			潔具	花灑套裝	鍍鉻
				淋浴間	強化清玻璃
(b)	     浴室			   廁紙架	鍍鉻及粉末塗層
	74			層板	再造石
			浴室設備	有關設備之品牌及型號	京,請參閱「設備說明」
		(ii) 供水系統的類	頁型及用料	請參閱下文「3. (j) 供z	×」一欄
		(iii) 沐浴設施 (包括花灑 或浴缸 (如適用 的話))	花灑	花灑套裝	鍍鉻
		(iv) 浴缸大小 (如	適用的話)	沒有提供	

#### 3. INTERIOR FITTINGS

Ite	Item		Description	
			Material	
		(i) Sink unit	Stainless steel	
		(ii) Water supply system	Copper water pipes fo	or both hot and cold water
			Material	Finishes
		(iii) Kitchen cabinet	Timber cabinet	Plastic laminate, metal and solid surface material
(c)	Open Kitchen	(iv) Type of all	services installations a	chen are fitted with the following fire and equipment: open kitchen and smoke detectors
		other fittings and equipment	Other fittings	Chrome plated sink mixer
		and		For the appliances brand name and model number, please refer to the "Appliances Schedule"

細	項		描述	
			用料	
		(i) 洗滌盆	不銹鋼	
		(ii) 供水系統	冷熱水喉均為銅喉	
			用料	裝修物料
		(iii) 廚櫃	木製廚櫃	膠板、金屬及實心面板
(c)	開放式廚房			於配置以下消防裝置及設備: 是灑頭及開放式廚房附近的煙霧感應器
		(iv) 所有其他裝置 及設備的類型	其他裝置的類型	鍍鉻水龍頭
			其他設備的類型	有關設備之品牌及型號,請參閱「設備 說明」

#### 3. INTERIOR FITTINGS

Ite	m		Description									
			Fittings	Туре	Material							
(4)	Bedroom	Fittings (including built-in	Built-in wardrobe	Not provided	Not provided							
(d)	Беагоопт	wardrobe)	Other fittings	Not provided	Not provided							
(e)	Telephone	Location and number of connection points	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties"									
(f)	Aerials	Location and number of connection points	Please refer to the "Schedule of Mechanical & Electric Provisions of Residential Properties"									
		(i) Electrical	Electrical fittings	Faceplate for all sv sockets	vitches and power							
		fittings (including safety devices)	Safety devices	Three phase electricity supply with miniature circuit breaker distribution board								
(g)	Electrical Installations	(ii) Whether conduits are concealed or exposed	Conduits are partly co Other than those part concrete, the rest of t The exposed conduits ceilings, bulkheads, c partition walls, design	hidden by false on-concrete								
		(iii) Location and number of power points and air-conditioner points	Please refer to the "Schedule of Mechanical & Electric Provisions of Residential Properties"									

細	項		描述									
			裝置	類型	用料							
(d)	睡房	装置 (句括嵌入式衣櫃)	接置 嵌入式衣櫃 沒有提供包括嵌入式衣櫃)									
(u)	呼 <i>厉</i>	的類型及用料	其他裝置	   沒有提供 	沒有提供							
(e)	電話	接駁點的位置及數目	請參閱 「住宅物業的機電裝置數目表」									
(f)	天線	接駁點的位置及 數目	請參閱 「住宅物業的村	請參閱「住宅物業的機電裝置數目表」								
		(i) 供電附件	供電附件	提供電掣及電插座.	之面板							
		(包括安全 裝置)	安全裝置	三相電力配電箱並裝妥微型斷路器								
(g)	電力裝置	(ii) 導管是隱藏 或外露	導管是部分隱藏及部分外露 除部分隱藏於混凝土內之導管外,其他部分的導管均為外露 外露的導管可能被假天花、假陣、貯存櫃、覆面、非混凝土 間牆、指定之槽位或其他物料遮蓋									
		(iii) 電插座及空調 機接駁點的 位置及數目	請參閱「住宅物業的機電裝置數目表」									

#### 3. INTERIOR FITTINGS

Ite	em		Description								
		Туре	Not provided								
(h)	Gas supply	System	Not provided								
		Location	Not provided								
(i)	Washing Machine	Location	Please refer to the "Schedule of M Provisions of Residential Properti								
	Connection Point	Design	Drain point and water point are provided for washer dryer								
			Cold water supply	Copper							
		(i) Material of water pipes	Hot water supply	Copper							
			Flushing water supply	UPVC							
(j)	Water Supply	(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and Other than those parts of the water wall finishes, the rest of them are The exposed water pipes may be ceilings, bulkheads, cabinets, class non-concrete partition walls, desimaterials	er pipes concealed within exposed covered or hidden by false ddings, concrete trench,							
		(iii) Whether hot water is available	Hot water supply to open kitchen and bathroom								

細	項		描述									
		   類型 	   沒有提供 									
(h)	氣體供應	系統	沒有提供									
		位置	沒有提供									
(i)	- - - - - 洗衣機 - 接駁點	位置	請參閱「住宅物業的機電裝置數目	表」								
	<b>  </b>   女 敞	設計	設有洗衣乾衣機來、去水接駁喉位									
			冷水喉	銅喉								
		   (i) 水管的用料 	熱水喉	銅喉								
			沖廁供水系統	聚氯乙烯								
(j)	供水	(ii) 水管是隱藏 或外露	水管是部分隱藏及部分外露 除部分隱藏於牆身裝修物料內之水 均為外露 外露的水管可能被假天花、假陣、 坑道、非混凝土間牆、指定之槽位	貯存櫃、覆面、混凝土								
	(iii) 有否熱水供應		開放式廚房及浴室有熱水供應									

#### 4. MISCELLANEOUS

Item			Description										
			Residential lift										
		(i) Brand name	Brand Name	Hitachi									
		and model number	Model Number	LCA-900-CO105									
(a)	Lifts		Number of lifts	3									
		(ii) Number and floors served by them	Floor served by the lifts	Lift No. 1 : G/F, 1/F to (4/F, 13/F and 14/F a Lift No. 2 : G/F, 1/F to (4/F, 13/F and 14/F a Lift No. 3 : B/F, G/F, 1/(4/F, 13/F and 14/F a	re omitted) 20/F re omitted) /F to 20/F								
(b)	Letter box	Material	Stainless steel										
		(i) Means of refuse collection	By cleaners										
(c)	Refuse collection	(ii) Location of refuse room	(4/F, 13/F & 14/F are	ted in the common area omitted) Material Recovery Cham									
			Water meter	Electricity meter	Gas meter								
	Water meter,	(i) Location	Common water meter cabinet on each floor	Common electrical meter room on each floor	Not provided								
(d)	electricity meter and gas meter	(ii) Whether they are separate or communal meters for residential properties	Separate meter	Separate meter	Not provided								

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

#### 4. 雜項

細	項		描述										
			住宅升降機										
		(i) 品牌名稱及	品牌名稱	日立									
		產品型號	產品型號	LCA-900-CO105									
(a)	升降機		升降機的數目	3									
(-)	,	(ii) 升降機的 數目及到達 的樓層	到達的樓層	升降機1號:地下、1樓至20樓 (不設4樓、13樓及14樓) 升降機2號:地下、1樓至20樓 (不設4樓、13樓及14樓) 升降機3號:地庫層、地下、1樓至20樓 (不設4樓、13樓及14樓)									
(b)	信箱	用料	不銹鋼										
		(i) 垃圾收集 的方法	由清潔工人收集										
(c)	垃圾收集	(ii) 垃圾房的 位置	2樓至20樓(不設4樓、 中央垃圾及物料回收)	13樓及14樓)之公用地方 房設於地下	5均設有垃圾房								
			水錶	電錶	氣體錶								
		(i) 位置	每層之公用水錶櫃	每層之公用電錶房	沒有提供								
(d)	水錶、電錶 及氣體錶	(ii) 就住宅單位 而言是獨立 抑或公用的錶	獨立錶	獨立錶	沒有提供								

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

### 5. SECURITY FACILITIES

Item	Description	
Security system and	Access control and security system	Visitor intercom panel with card reader for access control are provided at lift lobby on basement floor, entrance lobby on G/F, and connected to door phone provided in each residential unit Card reader for access control is provided at lobby of clubhouse on 1/F Visitor intercom panel for vehicular access control is provided at carpark, and connected to the caretaker's counter
equipment (including details of built-in provisions and their	CCTV	CCTV system is provided at carpark, lift lobby on basement floor, entrance lobby on G/F, lift lobby on 1/F, lifts, clubhouse and planting area and connected to caretaker's counter
locations)	Details of built-in provisions	Door phone connecting to lift lobby on basement floor and entrance lobby on G/F is provided in all residential units
	Location of built- in provisions	For the location of door phone, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties"

### 5. 保安設施

細項	描述	
	入口通道控制 及保安系統	訪客對講機及讀咭器設於地庫層升降機大堂及地下住宅入口大堂, 並連接至每戶之對講機 讀咭器設於1樓會所大堂 訪客車輛對講機設於停車場,並連接至管理員櫃檯之對講機
保安系統及設備(包括嵌入式的裝備的 細節及其位置)	閉路電視	停車場、地庫層升降機大堂、地下住宅入口大堂、1樓升降機大堂、 升降機、會所及花園均設有閉路電視系統並連接至管理員櫃檯
	嵌入式的裝備的 細節	各住宅單位均裝設對講機並連接至地庫層升降機大堂及地下住宅入口大堂
	嵌入式的裝備的 位置	對講機的位置,請參閱「住宅物業的機電裝置數目表」

# 裝置、裝修物料及設備

#### 6. APPLIANCES SCHEDULE 設備說明

Location	Appliances	Brand Name	Model No.																				
位置	設備	品牌	型號	A01	A02	A03	A05	A06	A07	A08	A09	A10	A11	A12	A15	A16	A17	B01	B02	B03	B05	B06	B07
Living Room 客廳	Door Phone 對講機	Videx	Art. 3111	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living Room 客廳	Split-type Air-Conditioner (Indoor Unit)	Daikin	FTHM50RAV1N	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Bedroom 睡房	分體式冷氣機 (室內機)	大金	FTHM35RAV1N	1	_	_	_	_	_	_	_	_	_	-	-	-	1	-	-	-	-	-	-
Flat Roof	Split-type Air-Conditioner (Outdoor Unit)	Daikin	RHM50RAV1N	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
平台	分體式冷氣機 (室外機)	大金	RHM35RAV1N	1	_	_	_	_	_	_	_	_	_	-	-	-	1	-	-	-	-	-	-
	Induction Hob 電磁爐	DE DIETRICH	DPI7360X	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Cooker Hood 抽油煙機	DE DIETRICH	DHT6605X	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Open Kitchen 開放式廚房	Steam Oven 蒸焗爐	DE DIETRICH	DKR7580A	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Washer Dryer 洗衣乾衣機	DE DIETRICH	DLZ8285U	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Refrigerator 雪櫃	DE DIETRICH	DRS604MU1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Bathroom	Electrical Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	DHB-E27LCD	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
浴室	Exhaust Fan 排氣扇	Wolter 華德	RA 150-13	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

The Vendor undertakes that if appliances of the specified brand name or model number are not installed in the Development, appliances of comparable quality will be installed. 賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的設備,便會安裝品質相若的設備。

Note: The number in the above table denotes the quantity of such appliance(s) that is/are installed in the unit."—"denotes "not provided". 備註:上表內之數字表示安裝於單位內該設備的數量。符號"—"表示"不提供"。

# 裝置、裝修物料及設備

#### 6. APPLIANCES SCHEDULE 設備說明

Location	Appliances	Brand Name	Model No.																				
位置	設備	品牌	型號	刑時	A02	A03	A05	A06	A07	A08	A09	A10	A11	A12	A15	A16	A17	B01	B02	B03	B05	B06	B07
Living Room 客廳	Door Phone 對講機	Videx	Art. 3111	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living Room 客廳	Split-type Air-Conditioner (Indoor Unit)	Daikin	FTHM50RAV1N	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Bedroom 睡房	分體式冷氣機 (室內機)	大金	FTHM35RAV1N	1	_	_	_	_	_	_	_	_	_	_	_	_	1	_	_	_	_	_	_
Balcony 露台	Split-type Air-Conditioner		RHM50RAV1N	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Air-Conditioning Platform 冷氣機平台	(Outdoor Unit) 分體式冷氣機 (室外機)	Daikin 大金	RHM35RAV1N	1	_	_	_	_	_	_	_	_	_	_	_	_	1	_	_	_	_	-	-
	Induction Hob 電磁爐	DE DIETRICH	DPI7360X	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Cooker Hood 抽油煙機	DE DIETRICH	DHT6605X	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Open Kitchen 開放式廚房	Steam Oven 蒸焗爐	DE DIETRICH	DKR7580A	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Washer Dryer 洗衣乾衣機	DE DIETRICH	DLZ8285U	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Refrigerator 雪櫃	DE DIETRICH	DRS604MU1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Bathroom	Electrical Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	DHB-E27LCD	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
浴室	Exhaust Fan 排氣扇	Wolter 華德	RA 150-13	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

The Vendor undertakes that if appliances of the specified brand name or model number are not installed in the Development, appliances of comparable quality will be installed. 賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的設備,便會安裝品質相若的設備。

Notes: 1. The number in the above table denotes the quantity of such appliance(s) that is/are installed in the unit."—"denotes "not provided".

2. 4/F, 13/F and 14/F are omitted.

備註 : 1. 上表內之數字表示安裝於單位內該設備的數量。符號 "一"表示 "不提供"。

2. 不設4樓、13樓及14樓。

# 裝置、裝修物料及設備

### SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL PROPERTIES

住宅物業的機電裝置數目表

	Floor 樓層	2/F 2樓																			
	Unit 單位	A01	A02	A03	A05	A06	A07	A08	A09	A10	A11	A12	A15	A16	A17	B01	B02	B03	B05	В06	B07
Main Entrance 大門入口	Door Bell Push Button 門鈴按鈕	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
	Lighting Point 燈位	3	2	2	2	2	2	2	2	2	2	2	2	2	3	2	2	2	2	2	2
	TV&FM Outlet 電視及電台天線插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Switch For Air-Conditioning Unit 冷氣機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch For Electrical Water Heater 電熱水爐開關掣	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Wireless Charger 無線充電器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	USB Outlet USB 插座	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
Living Room	13A Twin Socket Outlet With USB Outlet 13A雙位電插座連USB插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
客廳	13A Single Socket Outlet 13A單位電插座	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	13A Twin Socket Outlet 13A雙位電插座	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
	Fused Spur Unit For Cabinet Light 櫃燈接線座	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Fused Spur Unit For Light Fitting 燈具接線座	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Fused Spur Unit For Door Bell 門鐘接線座	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Door Phone 對講機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Door Bell 門鐘	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Miniature Circuit Breaker Board 配電箱	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Smoke Detector 煙霧感應器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	2	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-
	Lighting Point 燈位	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
	TV&FM Outlet 電視及電台天線插座	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
Bedroom 睡房	Data Outlet 數據插座	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
	Switch For Air-Conditioning Unit 冷氣機開關掣	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
	Switch For Electrical Water Heater 電熱水爐開關掣	1	-	-	-	-		-	-	-	-	-	-	-	1	-	-	-	-	-	-
	13A Twin Socket Outlet 13A雙位電插座	1	-	-	-	-		-	-	-	-	-	-	-	1	-	-	-	-	-	-
	13A Single Socket Outlet 13A單位電插座	1	-	_	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-

The Vendor undertakes that if appliances of the specified brand name or model number are not installed in the Development, appliances of comparable quality will be installed. 賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的設備,便會安裝品質相若的設備。

Note: The number in the above table denotes the quantity of such mechanical & electrical provision(s) that is/are installed in the unit. "-"denotes "not provided".

備註:上表內之數字表示安裝於單位內機電裝置的數量。符號 "-"表示 "不提供"。

# 裝置、裝修物料及設備

#### SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL PROPERTIES

住宅物業的機電裝置數目表

Floor 樓層						2/F 2樓																
Unit 單位						A05	A06	A07	A08	A09	A10	A11	A12	A15	A16	A17	B01	B02	B03	B05	B06	B07
	Cooker Hood 抽油煙機	Fused Spur Unit 接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Steam Oven 蒸焗爐	Connection Unit 接線蘇	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Refrigerator 雪櫃	13A Single Socket Outlet 13A單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Washer Dryer 洗衣乾衣機	13A Single Socket Outlet 13A單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Induction Hob 電磁爐	20A Double Pole Waterproof Switch 20A 雙極防水開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet With US	13A Twin Socket Outlet With USB Outlet 13A雙位電插座連USB插座		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Open Kitchen	Fused Spur Unit For Cabinet Light 櫃燈接線座		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
開放式廚房	Fused Spur Unit For Door Bell	]鐘接線座	1	-	-	-	-	-	-	-	-	-	-		-	1		-	-	-	-	-
	Fused Spur Unit For Wireless Ch	arger 無線充電器接線座	1	-	-	-	-	-	-	-	-	-	-		-	1		-	-	-	-	-
	Door Bell 門鐘		1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
	Miniature Circuit Breaker Board	配電箱	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
	Water Outlet Connection Point f	Water Outlet Connection Point for Washer Dryer 洗衣乾衣機去水位		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Inlet Connection Point for Washer Dryer 洗衣乾衣機來水位		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Sprinkler Head 消防花灑頭	Sprinkler Head 消防花灑頭		3	3	3	3	3	3	3	3	3	3	3	3	4	3	3	3	3	3	3
	Lighting Point 燈位		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	13A Single Socket Outlet With U	SB Outlet 13A單位電插座連USB插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Bathroom	Fused Spur Unit For Cabinet Lig	ht 櫃燈接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1       1       1         1       1       1	1	1	
浴室	Exhaust Fan 排氣扇	Fused Spur Unit 接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Electrical Water Heater 電熱水爐	Triple Pole & Neutral Isolating Switch 三極隔離開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	Lighting Point 燈位		3	5	4	3	3	3	3	3	3	3	3	2	7	5	5	5	4	3	2
Flat Roof 平台	20A Double Pole Weatherproof S 20A 分體式冷氣室外機雙極防水原	Switch For Split-type Air-Conditioning Outdoor Unit 引關掣	2	1	1	1	1	1	1	1	1	1	1	1	1	2	1	1	1	1	1	1
	13A Single Weatherproof Socket	Outlet 13A單位防水電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

The Vendor undertakes that if appliances of the specified brand name or model number are not installed in the Development, appliances of comparable quality will be installed. 賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的設備,便會安裝品質相若的設備。

Note: The number in the above table denotes the quantity of such mechanical & electrical provision(s) that is/are installed in the unit. "-"denotes "not provided".

備註:上表內之數字表示安裝於單位內機電裝置的數量。符號 "-"表示 "不提供"。

## 裝置、裝修物料及設備

# SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL PROPERTIES 住宅物業的機電裝置數目表

Floor 樓層					3/F, 5/F-12/F & 15/F-20/F 3樓、5樓-12樓及15樓-20樓																
Unit 單位				A03	A05	A06	A07	A08	A09	A10	A11	A12	A15	A16	A17	B01	B02	B03	B05	B06	B07
Main Entrance 大門入口	Door Bell Push Button 門鈴按鈕	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	3	4	4	4	4	4	4	4	4	4	4	4	4	3	4	4	4	4	4	4
	Lighting Point 燈位	3	2	2	2	2	2	2	2	2	2	2	2	2	3	2	2	2	2	2	2
	TV&FM Outlet 電視及電台天線插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Switch For Air-Conditioning Unit 冷氣機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch For Electrical Water Heater 電熱水爐開關掣	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Wireless Charger 無線充電器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	USB Outlet USB插座	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
Living Room	13A Twin Socket Outlet With USB Outlet 13A雙位電插座連USB插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
客廳	13A Single Socket Outlet 13A單位電插座	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	13A Twin Socket Outlet 13A雙位電插座	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	
	Fused Spur Unit For Cabinet Light 櫃燈接線座	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Fused Spur Unit For Light Fitting 燈具接線座	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Fused Spur Unit For Door Bell 門鐘接線座	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Door Phone 對講機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Door Bell 門鐘	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Miniature Circuit Breaker Board 配電箱	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1
	Smoke Detector 煙霧感應器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	2	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	-	-	
	Lighting Point 燈位	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	
	TV&FM Outlet 電視及電台天線插座	1	-	-	-	-	-	-			-	-	-	-	1	-	-	-	-	-	
Bedroom	Data Outlet 數據插座	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	
睡房	Switch For Air-Conditioning Unit 冷氣機開關掣	1	-	-	-	-	-	-		-	-	-	-	-	1	-	-	-	-	-	
	Switch For Electrical Water Heater 電熱水爐開關掣	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	
	13A Twin Socket Outlet 13A雙位電插座	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	
	13A Single Socket Outlet 13A單位電插座	1	-	-	-	-	_	-		-		-	-	-	1	-	-	-		-	

The Vendor undertakes that if appliances of the specified brand name or model number are not installed in the Development, appliances of comparable quality will be installed. 賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的設備,便會安裝品質相若的設備。

Notes: 1. The number in the above table denotes the quantity of such mechanical & electrical provision(s) that is/are installed in the unit. "-"denotes "not provided".

2. 4/F, 13/F and 14/F are omitted.

備註 : 1. 上表內之數字表示安裝於單位內機電裝置的數量。符號 "-"表示 "不提供"。

2. 不設4樓、13樓及14樓。

# 裝置、裝修物料及設備

#### SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL PROPERTIES

住宅物業的機電裝置數目表

Floor 樓層					3/F, 5/F-12/F & 15/F-20/F 3樓、5樓-12樓及15樓-20樓																	
Unit 單位						A05	A06	A07	A08	A09	A10	A11	A12	A15	A16	A17	B01	B02	B03	B05	В06	B07
	Cooker Hood 抽油煙機	Fused Spur Unit 接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Steam Oven 蒸焗爐	Connection Unit 接線蘇	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Refrigerator 雪櫃	13A Single Socket Outlet 13A單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Washer Dryer 洗衣乾衣機	13A Single Socket Outlet 13A單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Induction Hob 電磁爐	20A Double Pole Waterproof Switch 20A 雙極防水開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet With USE	3 Outlet 13A雙位電插座連USB插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Open Kitchen	Fused Spur Unit For Cabinet Ligh	nt 櫃燈接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
開放式厨房	Fused Spur Unit For Door Bell	]鐘接線座	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
	Fused Spur Unit For Wireless Cha	arger 無線充電器接線座	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
	Door Bell 門鐘		1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
	Miniature Circuit Breaker Board	配電箱	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-
	Water Outlet Connection Point fo	or Washer Dryer 洗衣乾衣機去水位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Inlet Connection Point for Washer Dryer 洗衣乾衣機來水位		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Sprinkler Head 消防花灑頭		4	3	3	3	3	3	3	3	3	3	3	3	3	4	3	3	3	3	3	3
	Lighting Point 燈位		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	13A Single Socket Outlet With US	SB Outlet 13A單位電插座連USB插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Cooker Hood 抽油煙機   Fused Spur U   Steam Oven 蒸焗爐   Connection U   Refrigerator 雪櫃   13A Single So   Washer Dryer 洗衣乾衣機   13A Single So   Induction Hob 電磁爐   20A Double P   20A 雙極防水   13A Twin Socket Outlet With USB Outlet 13A雙位   Fused Spur Unit For Cabinet Light 櫃燈接線座   Fused Spur Unit For Wireless Charger 無線充電器   Door Bell 門鐘   Miniature Circuit Breaker Board 配電箱   Water Outlet Connection Point for Washer Dryer Water Inlet Connection Point for Washer Dryer Water Inlet Connection Point for Washer Dryer が   Sprinkler Head 消防花灑頭   Lighting Point 燈位   13A Single Socket Outlet With USB Outlet 13A單   Fused Spur Unit For Cabinet Light 櫃燈接線座   Exhaust Fan 排氣扇   Fused Spur U   Electrical Water Heater   電熱水爐   三極隔離開關   Lighting Point 燈位   20A Double Pole Weatherproof Switch For Splitt 20A 分體式冷氣室外機雙極防水開關掣	nt 櫃燈接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
浴室	Exhaust Fan 排氣扇	Fused Spur Unit 接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Triple Pole & Neutral Isolating Switch 三極隔離開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
D 1	Lighting Point 燈位		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		witch For Split-type Air-Conditioning Outdoor Unit 開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Platform	20A Double Pole Weatherproof Switch For Split-type All-Conditioning Outdoor Offic		1	ı	-	-	-	-	-	-	-	1	-	-	-	1	-	-	-	-	-	-

The Vendor undertakes that if appliances of the specified brand name or model number are not installed in the Development, appliances of comparable quality will be installed. 賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的設備,便會安裝品質相若的設備。

Notes: 1. The number in the above table denotes the quantity of such mechanical & electrical provision(s) that is/are installed in the unit. "-"denotes "not provided".

2. 4/F, 13/F and 14/F are omitted.

備註 :1. 上表內之數字表示安裝於單位內機電裝置的數量。符號 "-"表示 "不提供"。

2. 不設4樓、13樓及14樓。

# 裝置、裝修物料及設備

#### SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL PROPERTIES

住宅物業的機電裝置數目表

Floor 樓層			20/F 20樓																		
Unit 單位			A02	A03	A05	A06	A07	A08	A09	A10	A11	A12	A15	A16	A17	B01	B02	B03	B05	B06	В07
	Lighting Point 燈位	5	4	5	5	5	5	5	5	5	5	5	5	4	5	5	5	5	5	5	5
Roof	Weatherproof Lighting Switch 防水燈掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Roof 天台	13A Single Weatherproof Socket Outlet 13A單位防水電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Weatherproof Miniature Circuit Breaker Board 防水配電箱	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

The Vendor undertakes that if appliances of the specified brand name or model number are not installed in the Development, appliances of comparable quality will be installed. 賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的設備,便會安裝品質相若的設備。

Note: The number in the above table denotes the quantity of such mechanical & electrical provision(s) that is/are installed in the unit. "-"denotes "not provided". 備註:上表內之數字表示安裝於單位內機電裝置的數量。符號 "—"表示 "不提供"。

### **SERVICE AGREEMENTS**

# 服務協議

Potable and flushing water is supplied by Water Supplies Department.

Electricity is supplied by CLP Power Hong Kong Limited.

食水及沖廁水由水務署供應。

電力由中華電力有限公司供應。

## GOVERNMENT RENT 地稅

The Vendor is liable for the Government rent payable for the specified residential property up to and including the date of the assignment of the specified residential property.

賣方有法律責任繳付就指明住宅物業直至該指明住宅物業的業權轉讓日期(包該日)為止的地稅。

## MISCELLANEOUS PAYMENTS BY PURCHASER

## 買方的雜項付款

- (a) On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the Owner for the deposits for water, electricity and gas.
- (b) On that delivery, the purchaser is liable to pay a debris removal fee to the Owner.

#### Notes

- 1. As there is no gas supply for the specified residential property, the purchaser is not liable to pay the deposit for gas.
- 2. The purchaser is liable to pay a debris removal fee to the manager of the Development (not the Owner) under the deed of mutual covenant. However, where the Owner has paid that debris removal fee, the purchaser shall reimburse the Owner for that debris removal fee on that delivery.

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

### 備註:

- 1. 由於指明住宅物業並無氣體供應,買方無須向擁有人補還氣體的按金。
- 2. 根據公契,在交付時買方須向發展項目的管理人(而非擁有人)支付清理廢料的費用。但如擁有人已支付清理廢料的費用,買方則須在交付時向擁有人補還清理廢料的費用。

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

Defects liability warranty period for the specified residential property and the fittings, finishes and appliances as provided in the agreement for sale and purchase is within six(6) months from the date of completion of the sale and purchase.

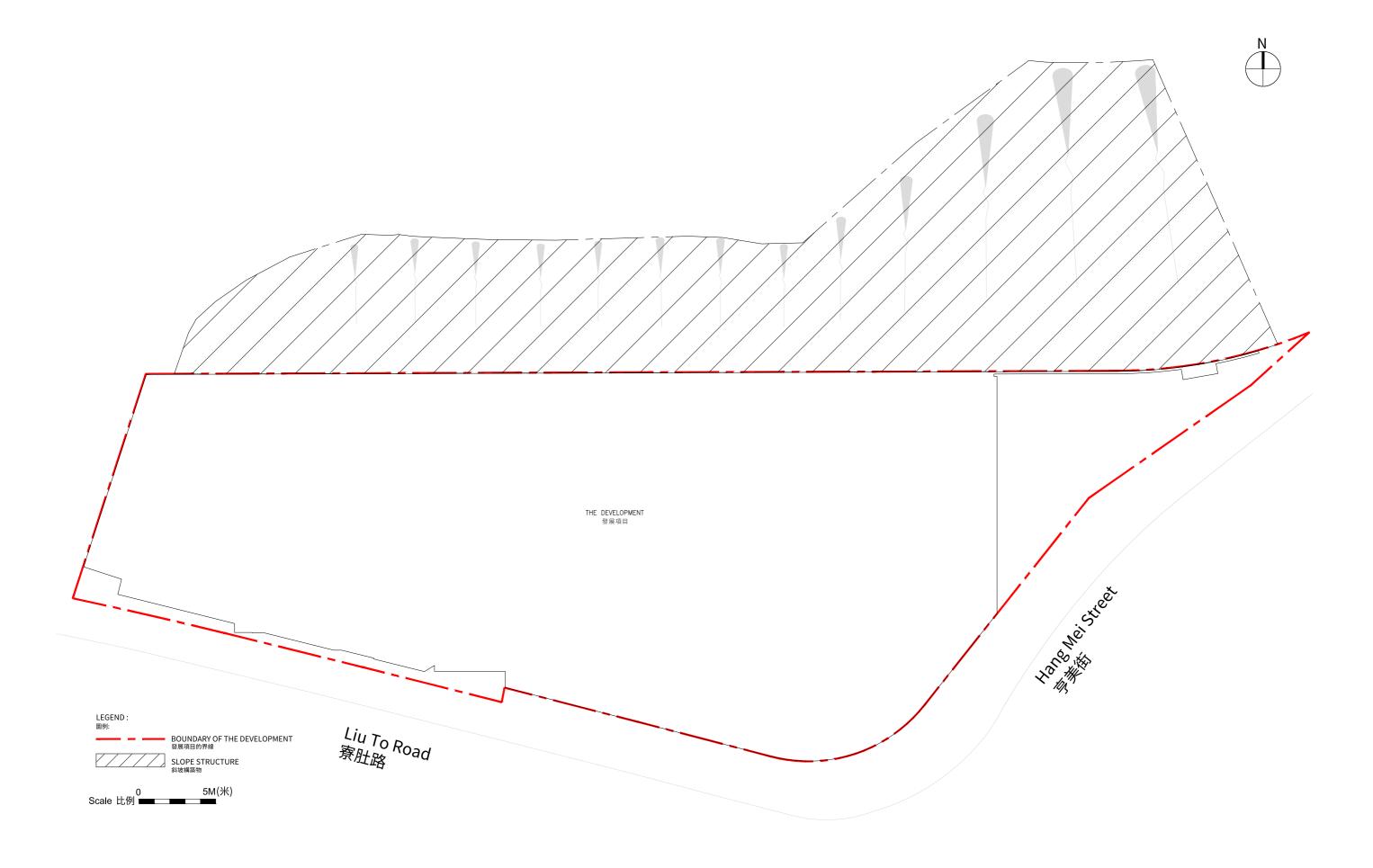
按買賣合約的規定,指明住宅物業及其裝置、裝修物料或設備之欠妥之處的保養責任期為指明住宅物業之成交日期起計爲期6個月內。

### MAINTENANCE OF SLOPES

## 斜坡維修

- 1. The Land Grant requires the owners of the residential properties of the Development to maintain slopes at their own costs.
- 2. Special Condition No.(57) of the Land Grant stipulates that:
  - (a) The Purchaser shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan annexed hereto (hereinafter referred to as "the Green Hatched Black Area") as the Director in his absolute discretion may require and shall, at all times during the term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted. the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), have also been affected. The Purchaser shall indemnify and keep indemnified the Government, its agents and contractors against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever incurred by reason of such landslip, subsidence or falling away. The Purchaser shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Purchaser may erect fences or other barriers on the Green Hatched Black Area for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Purchaser shall on demand repay to the Government the cost thereof."
  - (b) "Notwithstanding sub-clause (a) of this Special Condition, the obligations and rights of the Purchaser in respect of the Green Hatched Black Area or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Purchaser notice to that effect, and no claim whatsoever shall be made against the Government or the Director or his authorized officer by the Purchaser in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of this Special Condition."
- 3. Each of the owners of the Development is obliged to contribute towards the costs of the maintenance work.
- 4. The plan showing the slope, and any retaining wall or related structures constructed, or to be constructed, within or outside the land on which the Development is situated is set out at the end of this section.
- 5. Under the Deed of Mutual Covenant, the manager of the Development has the owners' authority to carry out the maintenance work.

- 1. 批地文件規定,發展項目住宅物業擁有人須自費維修斜坡。
- 2. 「批地文件」特別條款第(57)條訂明:
  - (a) 『「買方」應自費以「署長」滿意的方式,按「署長」全權酌情指定,在本文所夾附圖則以綠色間黑斜線 顯示的範圍(以下簡稱「綠色間黑斜線範圍」)進行及完成土力勘探工程和斜坡處理、山泥傾瀉 預防、減緩及補救工程,此外並須在本文所訂的整個批租年期內,自費以「署長」滿意的方式維修 「綠色間黑斜線範圍」,以保持其修繕妥當及狀況良好,包括在該處執行所有土地、斜坡處理工程、 護土結構、排水及其他工程。倘於本文所訂的批租年期內任何時間「綠色間黑斜線範圍」發生山泥 傾瀉、地陷或滑土,「買方」須以「署長」滿意的方式自費還原及修復「綠色間黑斜線範圍」和 「署長」認為(其決定將作終論並對「買方」約束)同樣受影響的任何毗鄰或鄰近地方。如因山泥 傾瀉、地陷或滑土招致任何責任、索償、損失、損害、開支、收費、費用、訴求、訴訟及法律程序, 「買方」須向「政府」、其代理及承辦商作出彌償,並保持令其獲得彌償。此外,「買方」並須時刻確保 無任何人等在「綠色間黑斜線範圍」非法挖掘或傾倒廢物。如事前獲「署長」書面批准,「買方」可在 「綠色間黑斜線範圍」架設圍欄或其他屏障防止非法挖掘或傾倒廢物的活動。倘有違反此等「批地條款」的 情況,「署長」除可行使任何其他應有權利或補償權外,並可隨時以書面通知「買方」執行任何土力勘探 工程及斜坡處理、山泥傾瀉預防、減緩及補救工程,並且維修、還原和修復任何受山泥傾瀉、地陷或滑土 影響的土地、構築物或工程。倘「買方」疏忽或不按照通知在通知指定期限內以「署長」滿意的方式採取 措施,「署長」可在通知期限屆滿後執行和進行任何必要工程,「買方」須在「政府」通知時償付相關 費用。』
  - (b) 『儘管有本特別條款(a)款之規定,如「政府」向「買方」發出相關通知,本特別條款所訂「買方」就 「綠色間黑斜線範圍」或其任何部分擁有的責任及權利即絕對終止。如有關終止令「買方」蒙受或招致任何 損失、損害、滋擾或開支,「買方」概不可向「政府」、「署長」或其授權人員申索賠償。然而,有關 終止概不妨礙「政府」就任何之前已發生的違反、不遵守或不履行前述(a)款規定事件行使任何應有的權利或 補償權。』
- 3. 每名發展項目物業擁有人均須分擔維修工程的費用。
- 4. 顯示該斜坡及已經或將會在發展項目所位於的土地之內或之外建造的任何護土牆及有關構築物之圖則在本節 末頁列出。
- 5. 根據公契,發展項目的管理人獲擁有人授權進行維修工程。



## MODIFICATION 修訂

No existing application to the Government for a modification of the Land Grant for the Development has been made.

發展項目現時並沒有向政府提出申請修訂批地文件。

### 1. Noise Mitigation Measures

### (A) Noise Impact Assessment

The Development is situated in close proximity to the Liu To Road. The Land Grant requires that the traffic noise generated from Liu To Road and other nearby public roads to be addressed in the design of the Development. Noise impact assessment has been carried out by the Vendor as required by the Land Grant.

#### (B) Noise Impact Assessment Report

A noise impact assessment report has been approved under Special Condition (55)(a) of the Land Grant with reference number (47) in LM (2) to DLO/TWKT/TW 341/KTPA/59-25235464A-EN-05114/20 and dated 20 April 2020 (the "NIAR"). The NIAR will be available in the sales office for inspection by prospective purchasers free of charge, photocopies will be available on payment of photocopying charges.

### (C) Noise Mitigation Measures

According to the NIAR, the noise mitigation measures specified below (the "Noise Mitigation Measures") will be constructed or installed in the Development. The Noise Mitigation Measures are more particularly described in the NIAR.

Floor	Unit	Noise Mitigation Measures
	A01	-
	A02	_
	A03	-
	A05	_
	A06	_
	A07	_
	A08	_
	A09	_
	A10	_
	A11	-
2/F	A12	_
	A15	-
	A16	-
	A17	Fixed glazing (openable with lock for maintenance only) in bedroom facing east
	B01	-
	B02	-
	B03	-
	B05	-
	B06	-
	B07	_

Floor	Unit	Noise Mitigation Measures
	A01	-
	A02	-
	A03	_
	A05	_
	A06	_
	A07	_
	A08	_
	A09	_
	A10	_
	A11	_
	A12	_
3/F, 5/F-12/F &	A15	_
15/F-20/F	A16	_
	A17	Fixed glazing (openable with lock for maintenance only) in bedroom facing east at 3/F, 5/F & 6/F
	B01	Fixed glazing (openable with lock for maintenance only) in living room facing south at 3/F, 5/F, 6/F & 7/F Fixed glazing (openable with lock for maintenance only) in living room facing east at 5/F
	B02	_
	B03	_
	B05	_
	B06	Fixed glazing (openable with lock for maintenance only) in living room facing south at 3/F & 5/F Acoustic Balcony at 3/F & 5/F
	B07	Balcony with self-closing door at 3/F & 5/F

Note: 4/F, 13/F and 14/F are omitted.

## **RELEVANT INFORMATION**

## 有關資料

### 1. 噪音影響措施

### (A) 噪音影響評估

發展項目位於寮肚路附近。批地文件要求在發展項目的設計內對寮肚路和附近公共道路產生的交通噪音進行處理。賣方已按批地文件要求進行噪音影響評估。

### (B) 噪音影響評估報告

政府於2020年4月20日以編號為 (47) in LM (2) to DLO/TWKT/TW 341/KTPA/59-25235464A-EN-05114/20號函批准按批地文件特別條件第(55)(a)條編制的一份噪音影響評估報告("修訂噪音影響評估報告")。該份修訂噪音影響評估報告備存在售樓處供準買家免費查閱,副本可在 繳付所需影印費後取得。

### (C) 噪音消減措施

根據修訂噪音影響評估報告,必須在發展項目內建造或安裝以下指定的噪音消減措施(「噪音消減措施」)。 噪音消減措施在修訂噪音影響評估報告內詳述。

樓層	單位	噪音消減措施
	A01	-
	A02	_
	A03	_
	A05	-
	A06	-
	A07	-
	A08	-
	A09	_
	A10	_
2樓	A11	-
2位安	A12	_
	A15	_
	A16	_
	A17	睡房朝東的窗配以固定玻璃 (可用配鎖開啟供維修用)
	B01	-
	B02	-
	B03	_
	B05	-
	B06	-
	В07	_

## RELEVANT INFORMATION

## 有關資料

樓層	單位	噪音消減措施
	A01	-
	A02	-
	A03	
	A05	
	A06	_
	A07	_
	A08	
	A09	-
	A10	_
	A11	_
	A12	
3樓、5樓-12樓及 15樓-20樓	A15	-
13/安-20/安	A16	_
	A17	3樓、5樓及6樓睡房朝東的窗配以固定玻璃 (可用配鎖開啟供維修用)
	B01	3樓、5樓、6樓及7樓客廳朝南的窗配以固定玻璃 (可用配鎖開啟供維修用) 5樓客廳朝東的窗配以固定玻璃 (可用配鎖開啟供維修用)
	B02	_
	B03	_
	B05	_
	B06	3樓及5樓客廳朝南的窗配以固定玻璃 (可用配鎖開啟供維修用) 3樓及5樓設隔音露台
	B07	3樓及5樓露台配以自掩門

備註 : 不設4樓、13樓及14樓。

### 2. Layout Plan of the Development

Amended General Building Plans for the Layout of the Development ("Amended Building Plans") may be submitted to the Building Authority for his approval by the Vendor pursuant to Section 14(1) of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) (the Amended Building Plans have not been submitted to the Building Authority for approval by the Vendor as at the date of the publication of this Sales Brochure). Subject to the submission to and the approval of the Amended Building Plans by the Building Authority, the Layout Plan of the Development in this Sales Brochure will be replaced by the following Amended Layout Plan of the Development.

### 2. 發展項目的布局圖

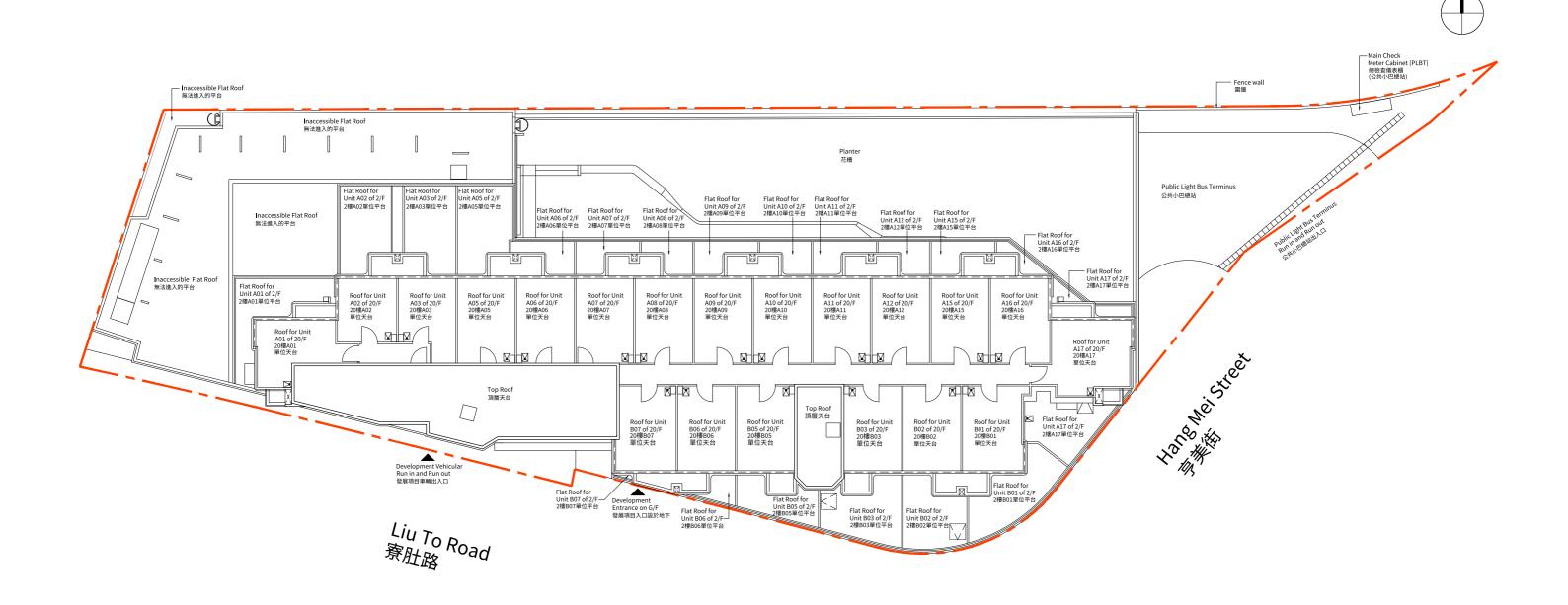
賣方擬根據建築物條例(香港法例第123章)第14(1)條呈交予建築事務監督審批關於發展項目的布局經修訂的一般建築圖則(「經修訂的建築圖則」)(賣方於本售樓說明書印製日期時還未呈交經修訂的建築圖則予建築事務監督審批)。如果經修訂的建築圖則呈交予並獲建築事務監督批准,本售樓說明書內發展項目的布局圖將由以下經修訂的發展項目的布局圖取代。

Boundary of the Development

5M(米)

發展項目的界線

Scale 比例 ==



The estimated date of completion of the building and facilities, as provided by the Authorized Person for the Development is 31 March 2022. 由發展項目的認可人士提供的該建築物及設施的預計落成日期為2022年3月31日。

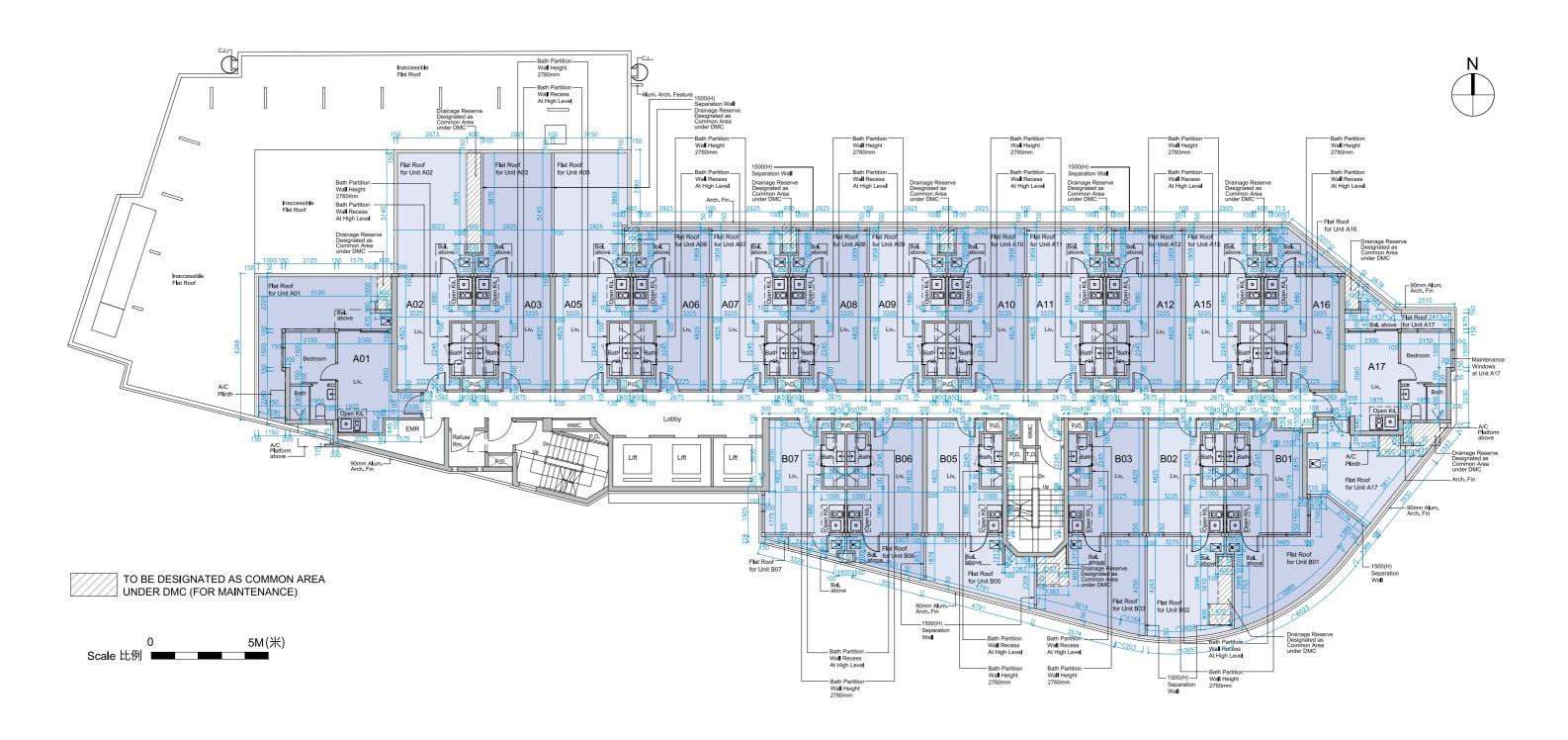
### 3. Floor Plans of Residential Properties in the Development

Amended General Building Plans for the 2/F, 3/F, 5/F-12/F, 15/F-20/F and Main Roof of the Development ("Amended Building Plans") may be submitted to the Building Authority for his approval by the Vendor pursuant to Section 14(1) of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) (the Amended Building Plans have not been submitted to the Building Authority for approval by the Vendor as at the date of the publication of this Sales Brochure). Subject to the submission to and the approval of the Amended Building Plans by the Building Authority, the 2/F, 3/F, 5/F-12/F, 15/F-20/F and Main Roof Floor Plans in this Sales Brochure will be replaced by the following Amended 2/F, 3/F, 5/F-12/F, 15/F-20/F and Main Roof Floor Plans.

#### 3. 發展項目的住宅物業的樓面平面圖

賣方擬根據建築物條例(香港法例第123章)第14(1)條呈交予建築事務監督審批關於發展項目2樓、3樓、5樓-12樓、15樓-20樓及天台經修訂的一般建築圖則(「經修訂的建築圖則」)(賣方於本售樓說明書印製日期時還未呈交經修訂的建築圖則予建築事務監督審批)。如果經修訂的建築圖則呈交予並獲建築事務監督批准,本售樓說明書內2樓、3樓、5樓-12樓、15樓-20樓及天台平面圖將由以下經修訂的2樓、3樓、5樓-12樓、15樓-20樓及天台平面圖取代。

## 2/F Floor Plan 2樓平面圖



Notes: 1.Please refer to pages 17-18 of this Sales Brochure for legend of the terms and abbreviations used on the floor plan above and the explanatory notes that are applicable thereto.

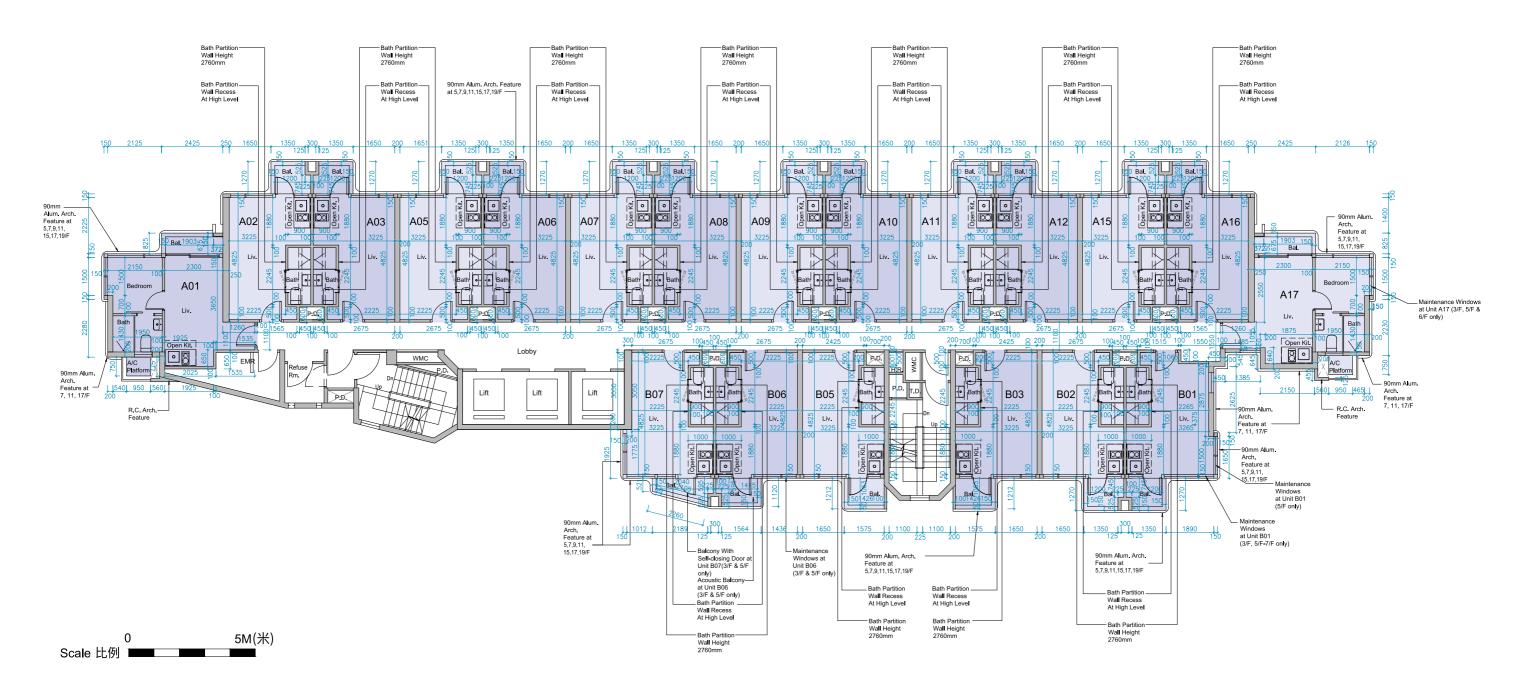
2. The dimensions of floor plans are all structural dimensions in millimeter.

備註 : 1. 樓面平面圖中所使用名詞及簡稱之圖例及其適用的備註,請參閱本售樓說明書第17至18頁。

2. 平面圖所列之數字為以毫米標示之建築結構尺寸。

## 3/F, 5/F-12/F & 15/F-20/F Floor Plan 3樓、5樓-12樓及15樓-20樓平面圖





Notes: 1.Please refer to pages 17-18 of this Sales Brochure for legend of the terms and abbreviations used on the floor plan above and the explanatory notes that are applicable thereto.

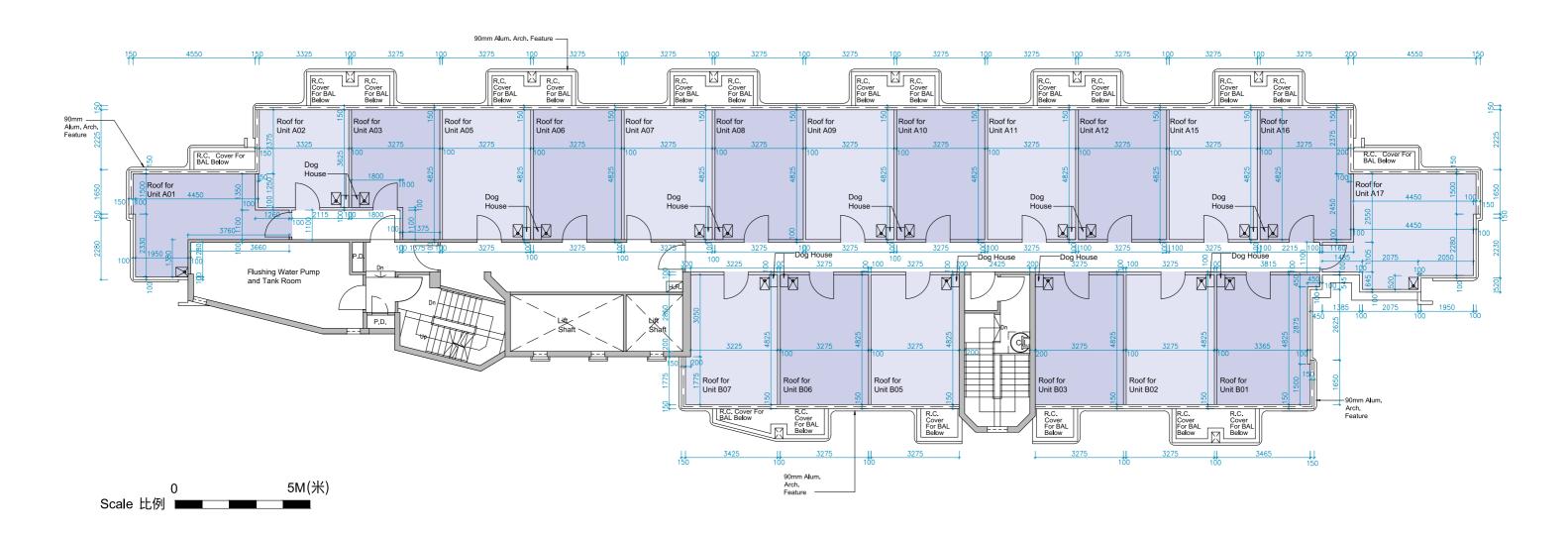
2. The dimensions of floor plans are all structural dimensions in millimeter.

備註 : 1. 樓面平面圖中所使用名詞及簡稱之圖例及其適用的備註,請參閱本售樓說明書第17至18頁。

2. 平面圖所列之數字為以毫米標示之建築結構尺寸。

## Main Roof Floor Plan 天台平面圖





Notes: 1.Please refer to pages 17-18 of this Sales Brochure for legend of the terms and abbreviations used on the floor plan above and the explanatory notes that are applicable thereto.

2. The dimensions of floor plans are all structural dimensions in millimeter.

備註 : 1. 樓面平面圖中所使用名詞及簡稱之圖例及其適用的備註,請參閱本售樓說明書第17至18頁。

2. 平面圖所列之數字為以毫米標示之建築結構尺寸。

### 4. Area of Residential Properties in the Development

Amended General Building Plans for the Area of Residential Properties in the Development ("Amended Building Plans") may be submitted to the Building Authority for his approval by the Vendor pursuant to Section 14(1) of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) (the Amended Building Plans have not been submitted to the Building Authority for approval by the Vendor as at the date of the publication of this Sales Brochure). Subject to the submission to and the approval of the Amended Building Plans by the Building Authority, Area of Residential Properties in the Development in this Sales Brochure will be replaced by the following Amended Area of Residential Properties in the Development.

#### 4. 發展項目中的住宅物業的面積

賣方擬根據建築物條例(香港法例第123章)第14(1)條呈交予建築事務監督審批關於發展項目的住宅物業的面積經修訂的一般建築圖則(「經修訂的建築圖則」)(賣方於本售樓說明書印製日期時還未呈交經修訂的建築圖則予建築事務監督審批)。如果經修訂的建築圖則呈交予並獲建築事務監督批准,本售樓說明書內發展項目的住宅物業的面積將由以下經修訂的發展項目的住宅物業的面積取代。

Description of Residential Property 物業的描述 (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)		(including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積(不計算入實用面積) sq. metre (sq. ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位	度用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	A12	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	6.002 (65)	-	-	-	_	-	-
	A15	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	I	6.071 (65)	_	-	-	-	-	-
	A16	17.190 (185) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	3.980 (43)	_	_	-	-	-	-
	A17	21.803 (235) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	I	15.859 (171)	_	_	-	-	-	-
2/F 2樓	B01	17.224 (185) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	16.388 (176)	_	_	-	-	-	-
2樓	B02	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	12.944 (139)	_	_	-	1	-	-
	B03	17.349 (187) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	14.320 (154)	_	_	-	-	-	-
	B05	17.349 (187) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	10.409 (112)	_	-	-	-	-	-
	B06	16.828 (181) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	_	-	4.538 (49)	_	-	-	-	-	-
	B07	17.950 (193) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	_	-	-	1.758 (19)	_	-	-	-	_	-

The saleable area of the residential property and the floor area of balcony, utility platform or verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of other specified items (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

住宅物業的實用面積,以及露台、工作平台及陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
Notes: 1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.

2. There is no verandah in the residential properties of the Development.

備註 : 1. 上述以平方呎顯示之面積,均以1平方米=10.764平方呎換算並以四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。

<sup>2.</sup> 發展項目住宅物業並無陽台。

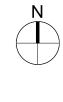
### 5. Floor Plans of Parking Spaces in the Development

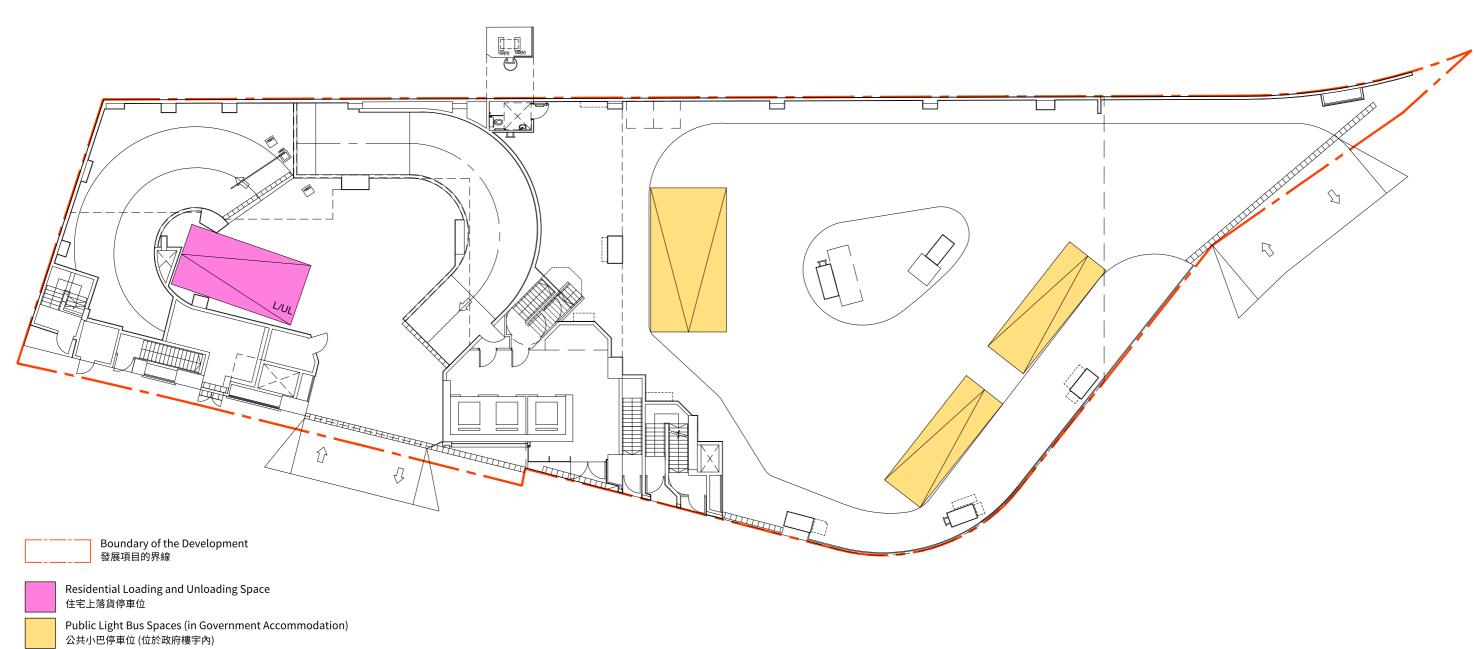
Amended General Building Plans for Ground Floor and Basement Floor of the Development ("Amended Building Plans") may be submitted to the Building Authority for his approval by the Vendor pursuant to Section 14(1) of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) (the Amended Building Plans have not been submitted to the Building Authority for approval by the Vendor as at the date of the publication of this Sales Brochure). Subject to the submission to and the approval of the Amended Building Plans by the Building Authority, the Ground Floor and Basement Floor Plans in this Sales Brochure will be replaced by the following Amended Ground Floor and Basement Floor Plans.

#### 5. 發展項目中的停車位的樓面平面圖

賣方擬根據建築物條例(香港法例第123章)第14(1)條呈交予建築事務監督審批關於發展項目地下及地庫經修訂的一般建築圖則(「經修訂的建築圖則」)(賣方於本售樓說明書印製日期時還未呈交經修訂的建築圖則予建築事務監督審批)。如果經修訂的建築圖則呈交予並獲建築事務監督批准,本售樓說明書內地下及地庫平面圖將由以下經修訂的地下及地庫平面圖取代。

## Ground Floor Plan 地下平面圖





## Basement Floor Plan 地庫平面圖





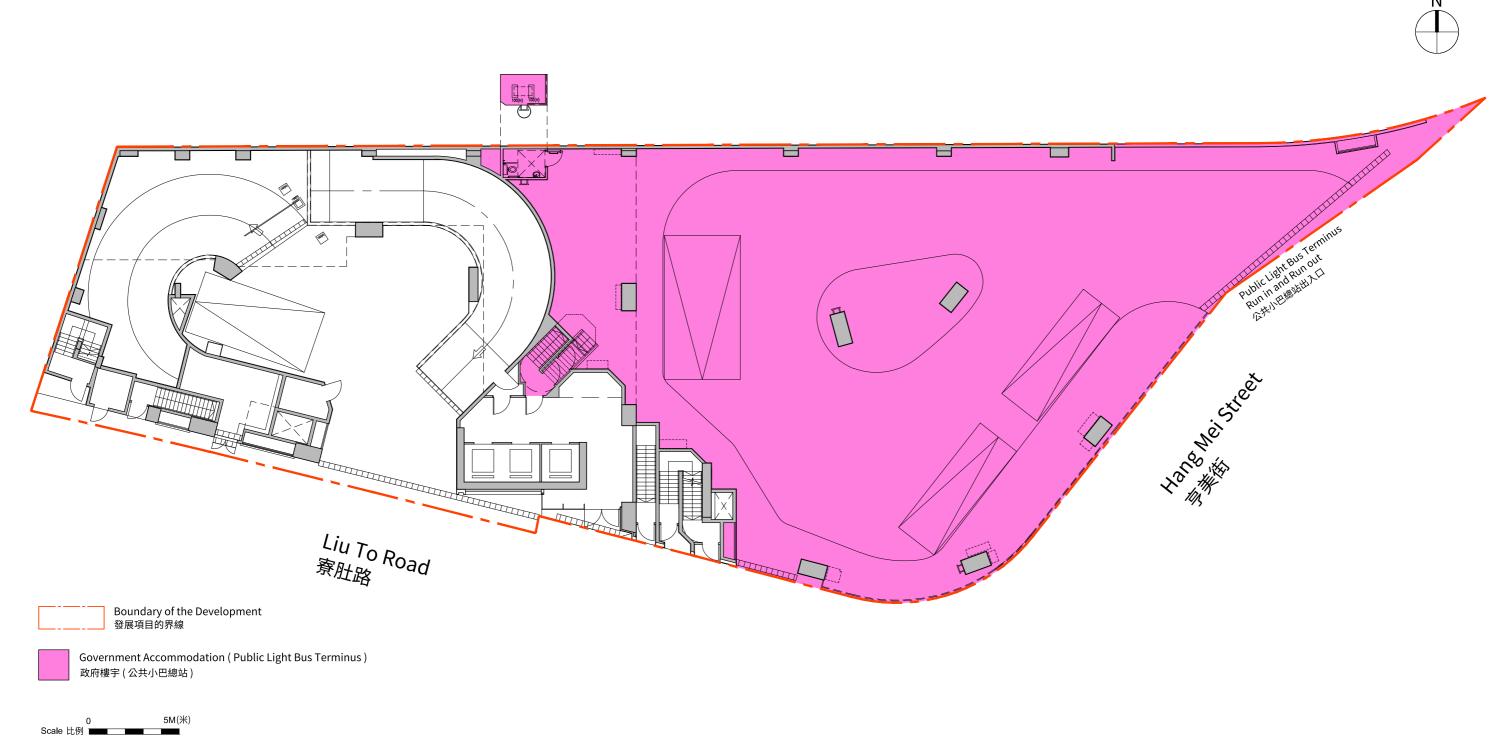
### 6. Information on Public Facilities and Public Open Spaces

Amended General Building Plans for the Ground Floor and Mezzanine Floor of the Development ("Amended Building Plans") may be submitted to the Building Authority for his approval by the Vendor pursuant to Section 14(1) of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) (the Amended Building Plans have not been submitted to the Building Authority for approval by the Vendor as at the date of the publication of this Sales Brochure). Subject to the submission to and the approval of the Amended Building Plans by the Building Authority, the Ground Floor and Mezzanine Floor Plans in this Sales Brochure will be replaced by the following Amended the Ground Floor and Mezzanine Floor Plans.

### 6. 公共設施及公眾休憩用地的資料

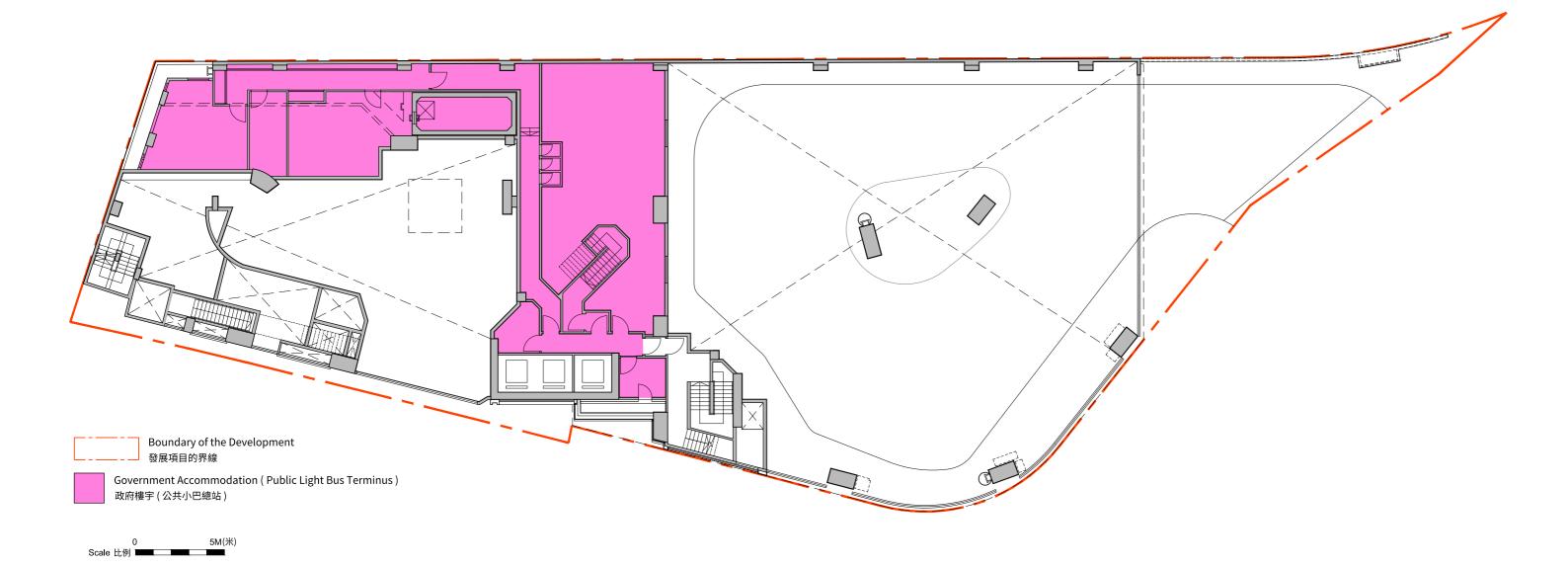
賣方擬根據建築物條例(香港法例第123章)第14(1)條呈交予建築事務監督審批關於發展項目地下及閣樓經修訂的一般建築圖則(「經修訂的建築圖則」)(賣方於本售樓說明書印製日期時還未呈交經修訂的建築圖則予建築事務監督審批)。如果經修訂的建築圖則呈交予並獲建築事務監督批准,本售樓說明書內地下及閣樓平面圖將由以下經修訂的地下及閣樓平面圖取代。

## Ground Floor Plan 地下平面圖



## Mezzanine Floor Plan 閣樓平面圖



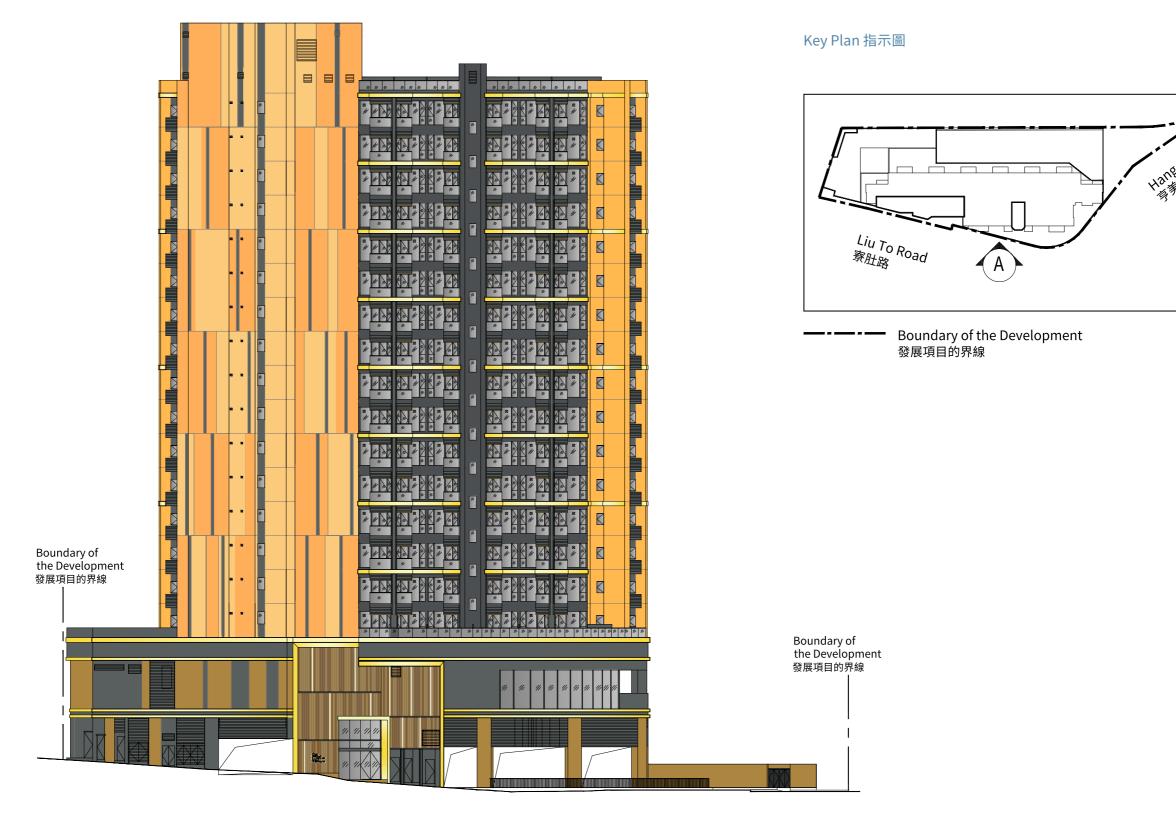


### 7. Elevation Plan

Amended General Building Plans for the Elevation A, Elevation B, Elevation D and Elevation C ("Amended Building Plans") may be submitted to the Building Authority for his approval by the Vendor pursuant to Section 14(1) of the Buildings Ordinance (Cap. 123 of the Laws of Hong Kong) (the Amended Building Plans have not been submitted to the Building Authority for approval by the Vendor as at the date of the publication of this Sales Brochure). Subject to the submission to and the approval of the Amended Building Plans by the Building Authority, the Elevation A, Elevation D and Elevation C plans in this Sales Brochure will be replaced by the following Amended the Elevation A, Elevation B, Elevation D and Elevation C plans.

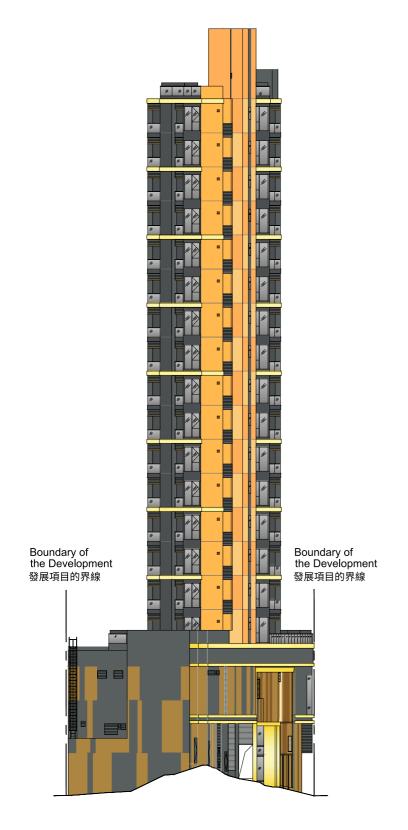
### 7. 立面圖

賣方擬根據建築物條例(香港法例第123章)第14(1)條呈交予建築事務監督審批關於A立面圖、B立面圖、D立面圖及C立面圖經修訂的一般建築圖則(「經修訂的建築圖則」)(賣方於本售樓說明書印製日期時還未呈交經修訂的建築圖則予建築事務監督審批)。如果經修訂的建築圖則呈交予並獲建築事務監督批准,本售樓說明書內A立面圖、B立面圖、D立面圖及C立面圖將由以下經修訂的A立面圖、B立面圖、D立面圖及C立面圖取代。



Ν

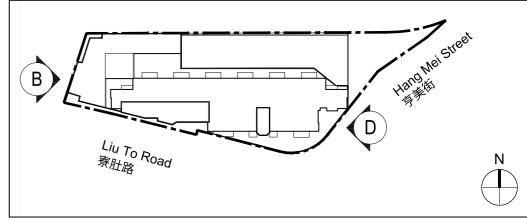
Elevation A A 立面圖



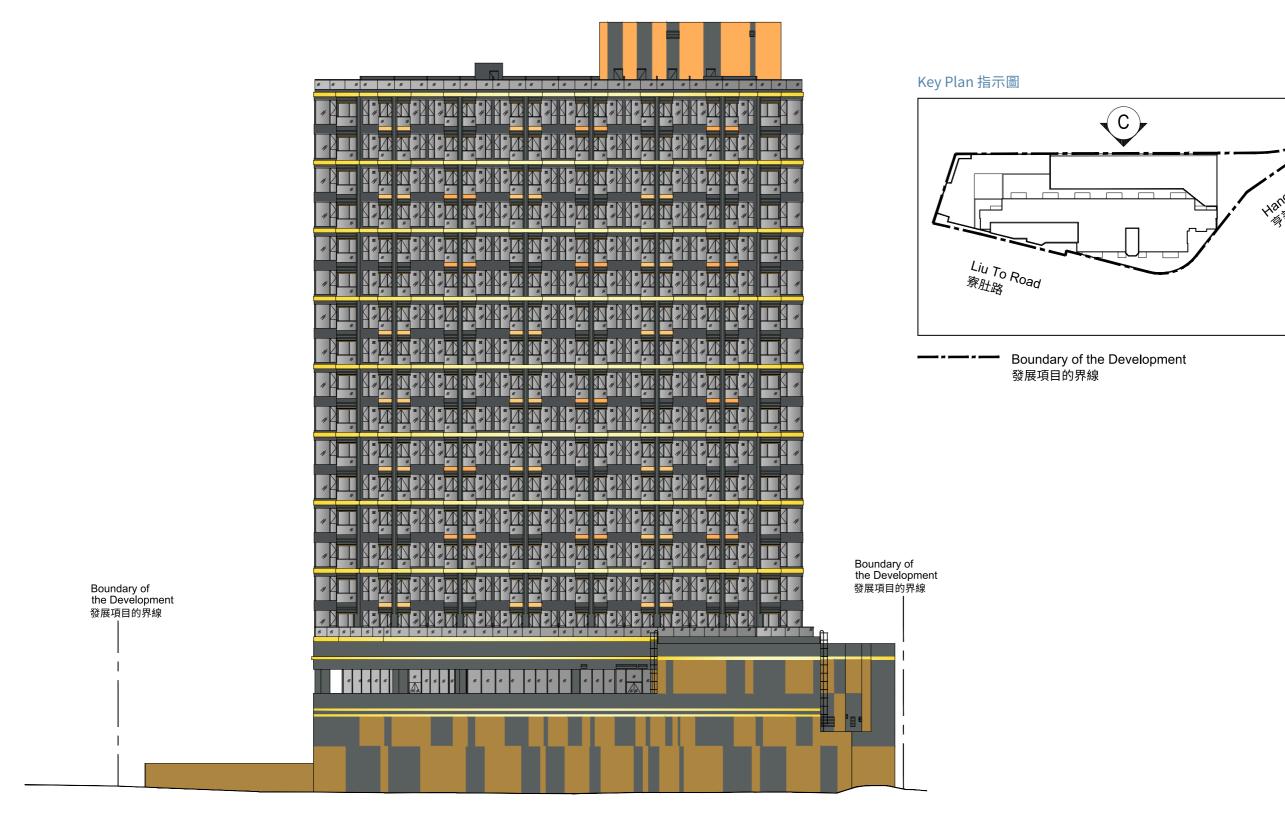
Elevation B B 立面圖



Elevation D D 立面圖



Boundary of the Development 發展項目的界線



Ν

Elevation C C 立面圖

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

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

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

## INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING 申請建築物總樓面面積寬免的資料

### Breakdown of GFA Concessions Obtained for All Features

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

	Disregarded GFA under Building (Planning) Regulations 23(3)(b)	Area (m <sup>2</sup> )
1.(#)	Carpark and loading/unloading area excluding public transport terminus	1437.735
2.	Plant rooms and similar services	
2.1(#)	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc.	124.123
2.2(#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc.	672.868
2.3	Non-mandatory or non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.	N/A
	Disregarded GFA under Building (Planning) Regulations 23A(3)	
3.	Area for picking up and setting down persons departing from or arriving at the hotel by vehicle	N/A
4.	Supporting facilities for a hotel	N/A
	Green Features under Joint Practice Notes 1 and 2	
5.	Balcony for residential buildings	340.000
6.	Wider common corridor and lift lobby	N/A
7.	Communal sky garden	N/A
8.	Communal podium garden for non-residential buildings	N/A
9.	Acoustic fin	N/A
10.	Wing wall, wind catcher and funnel	N/A
11.	Non-structural prefabricated external wall	150.864
12.	Utility platform	N/A
13.	Noise barrier	N/A

	Amenity Features	Area (m <sup>2</sup> )
14.(#)	Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office	4.179
15.(#)	Residential Recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities	249.287
16.(#)	Covered landscaped and play area	144.471
17.	Horizontal screens/covered walkways, trellis	N/A
18.	Larger lift shaft	N/A
19.	Chimney shaft	N/A
20.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	N/A
21.(#)	Pipe duct, air duct for mandatory feature or essential plant room	111.024
22.	Pipe duct, air duct for non-mandatory or non-essential plant room	N/A
23.	Plant room, pipe duct, air duct for environmentally friendly system and feature	N/A
24.	High headroom and void in front of cinema, shopping arcade etc. in non-domestic development	N/A
25.	Void over main common entrance (prestige entrance) in non-domestic development	N/A
26.	Void in duplex domestic flat and house	N/A
27.	Other projections such as air-conditioning box and platform with a projection of more than 750 mm from the external wall	N/A
'	Other Exempted Items	
28.	Refuge floor including refuge floor cum sky garden	N/A
29.	Other projections	N/A
30.	Public transport terminus (PTT)	N/A
31.	Party structure and common staircase	N/A
32.(#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	84.363
33.	Public passage	N/A
34.	Covered set back area	N/A
·	Bonus GFA	
35.	Bonus GFA	N/A

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

## INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

## 申請建築物總樓面面積寬免的資料

#### The Environmental Assessment of the 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.: PAU0055/20

### Estimated Energy Performance or Consumption for the Common Parts of the Development

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

Part I			
Provision of Central Air Conditioning	No		
Provision of Energy Efficient Features	Yes		
Energy Efficient Features proposed:	1. Gearless ACVVVF Lifts; 2. High Efficient Air Conditioning Units; 3. High Efficient Lighting System		

Part II : The predicted annual energy use of the proposed building / part of bu	ilding <sup>(Note 1)</sup>					
		Annual Energy Use of E	Baseline Building <sup>(Note 2)</sup>	Annual Energy Use of Proposed Building		
Location	Internal Floor Area Served <sup>(m²)</sup>	Electricity kWh/ m²/annum	Town Gas / LPG unit/ m²/annum	Electricity kWh/ m²/annum	Town Gas / LPG unit/ m²/annum	
Tower (Area served by central building services installation <sup>(Note 3)</sup> )	1420.060	181.836	_	181.836	<del>-</del>	
Podium (Area served by central building services installation <sup>(Note 3)</sup> )	3582.342	140.946	_	140.946	_	

#### Notes

- 1. In general, the lower the estimated "Annual Energy Use" of the building, the more efficient of the building in terms of energy use. For example, if the estimated "annual energy use of proposed building" is less than the estimated "annual energy use of baseline building", it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency. The predicted annual energy use, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the development by the internal floor area served, where:
- (a) "total annual energy use" has the same meaning of "annual energy use" under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (current version); and
- (b) "internal floor area", in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- 2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" under Section 4 and Appendix 8 of the BEAM Plus for New Building (current version).
- 3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installations in Buildings (February 2010 edition) (Draft).

Part III: The following installations are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD)					
Type of Installations	Yes	No	N/A		
Lighting Installations	✓	_	_		
Air Conditioning Installations	✓	_	_		
Electrical Installations	✓	_	_		
Lift & Escalator Installations	✓	_	_		
Performance-based Approach	_	_	✓		

## INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING 申請建築物總樓面面積寬免的資料

### 獲寬免總樓面面積的設施分項

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

	面積 (平方米)	
1.(#)	停車場及上落客貨地方(公共交通總站除外)	1437.735
2.	機房及相類設施	
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及必要機房,例如升降機機房、電訊及 廣播設備室、垃圾及物料回收房等	124.123
2.2(#)	所佔面積不受相關《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及必要機房,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	672.868
2.3	非強制性或非必要機房,例如空調機房、風櫃房等	不適用
	根據《建築物(規劃)規例》第 23A(3) 條不計算的總樓面面積	
3.	供人離開或到達旅館時上落汽車的地方	不適用
4.	旅館的輔助性設施	不適用
	根據《聯合作業備考》第1號和第2號提供的環保設施	
5.	住宅樓宇露台	340.000
6.	加闊的公用走廊及升降機大堂	不適用
7.	公用空中花園	不適用
8.	非住宅樓宇的公用平台花園	不適用
9.	隔聲鰭	不適用
10.	翼牆、捕風器及風斗	不適用
11.	非結構預製外牆	150.864
12.	工作平台	不適用
13.	隔音屏障	不適用

	適意設施	面積 (平方米)
14.(#)	供保安人員和管理處員工使用的櫃枱、辦公室、儲物室、警衞室和廁所、業主立案法團辦公室	4.179
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	249.287
16.(#)	有上蓋的園景區及遊樂場	144.471
17.	横向屏障/有蓋人行道、花棚	不適用
18.	擴大升降機井道	不適用
19.	煙囪管道	不適用
20.	其他非強制性或非必要機房,例如鍋爐房、衞星電視共用天線房	不適用
21.(#)	強制性設施或必要機房所需的管槽、氣槽	111.024
22.	非強制性設施或非必要機房所需的管槽、氣槽	不適用
23.	環保系統及設施所需的機房、管槽及氣槽	不適用
24.	非住用發展項目中電影院、商場等的較高的淨高及前方中空	不適用
25.	非住用發展項目的公用主要入口 (尊貴入口) 上方的中空	不適用
26.	複式住宅單位及洋房的中空	不適用
27.	其他伸出物,如空調機箱或伸出外牆超過750毫米的空調機平台	不適用
	其他項目	
28.	庇護層,包括庇護層兼空中花園	不適用
29.	其他伸出物	不適用
30.	公共交通總站	不適用
31.	共用構築物及樓梯	不適用
32.(#)	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的 水平面積	84.363
33.	公眾通道	不適用
34.	因建築物後移導致的覆蓋面積	不適用
	額外總樓面面積	
35.	額外總樓面面積	不適用

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

## INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING 申請建築物總樓面面積寬免的資料

#### 有關建築物的環境評估

### 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: PAU0055/20

### 發展項目的公用部分的預計能量表現或消耗

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

第Ⅰ部分			
提供中央空調	否		
提供具能源效益的設施	是		
擬安裝的具能源效益的設施:—	1. 無齒輪交流變壓變頻升降機; 2. 高效能空調機; 3. 高效能照明系統		

第Ⅱ部分: 擬興建樓宇/部分樓宇預計每年能源消耗量 <sup>(註腳1)</sup> :—							
位置	使用有關裝置的內部樓面面積 (平方米)	基線樓宇(註腳2)每年能源消耗量		擬興建樓宇每年能源消耗量			
		電力 千瓦小時/平方米/年	煤氣/石油氣 用量單位/平方米/年	電力 千瓦小時/平方米/年	煤氣/石油氣 用量單位/平方米/年		
大樓(有使用中央屋宇裝備裝置 <sup>(註腳3)</sup> 的部分)	1420.060	181.836	_	181.836	_		
基座(有使用中央屋宇裝備裝置 (註腳3) 的部分)	3582.342	140.946	_	140.946	_		

#### 註腳:

- 1. 一般而言,一棟樓宇的預計"每年能源消耗量"愈低,其節約能源的效益愈高。如一棟樓宇預計的"每年能源消耗量"低於該樓宇的"基線樓宇每年能源消耗量",則代表預計該樓宇的能源應用較其基線樓宇有效,削減幅度愈大則代表有關 樓宇能源節約的效益愈高。
  - 預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算],指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商,其中:—
  - (a) "每年能源消耗量"與新建樓宇BEAM Plus標準(現行版本)第4節及附錄8中的「年能源消耗」具有相同涵義;及
  - (b) 樓宇、空間或單位的 "內部樓面面積",指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- 2. "基準樓宇"與新建樓宇BEAM Plus標準(現行版本)第4節及附錄8中的"基準建築物模式(零分標準)"具有相同涵義。
- 3. "中央屋宇裝備裝置"與樓宇的屋宇裝備裝置能源效益實務守則(2010年2月版)(草稿)中的涵義相同。

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 : —					
装置類型	是	否	不適用		
照明裝置	✓	_	_		
空調裝置	✓	_	_		
電力裝置	✓	_	_		
升降機及自動梯的裝置	✓	_	_		
以總能源為本的方法	_	_	✓		

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

## 地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

- 1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase ("ASP") to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Residential Unit or the Parking Space specified in the ASP, sub-sell that Residential Unit or Parking Space or transfer the benefit of the ASP of that Residential Unit or Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
- 2. If the Vendor, at the request of the purchaser under an ASP, agrees (at its own discretion) to cancel the ASP or the obligations of the purchaser under the ASP, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit and the Parking Space specified in the ASP and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the ASP.
- 3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Government Grant up to and including the date of the respective Assignments to the purchasers.
- 4. The purchaser who has signed an ASP has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
- 5. Information relating to the Green Areas (as referred to in Special Conditions Nos.(3), (4), (5) and (6) 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. Information relating to the Government Accommodation, namely the public transport terminus (as referred to in Special Condition No.(14)(a) 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. Information relating to Existing Drains and the Diverted Drains (as referred to in Special Conditions Nos.(52) (a) and (52)(d) of the Government Grant):

  Please refer to the section "Summary of Land Grant" of this sales brochure.
- 8. Information relating to the Noise Barrier (as referred to in Special Condition No.(56) of the Government Grant):-
  - Please refer to the section "Summary of Land Grant" of this sales brochure.
- 9. Information relating to the Green Hatched Black Area (as referred to in Special Condition No.(57) of the Government Grant):Please refer to the section "Summary of Land Grant" of this sales brochure.

- 1. 買方須於正式買賣合約(「買賣合約」)下與賣方約定,除訂立按揭或押記外,在買賣完成及簽署轉讓契前, 買方不得提名任何人士接受買賣合約指明之住宅單位或停車位之轉讓、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發展項目的總建築費用及總專業費用及截至該要求作出當月前之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(在批地文件特別條件第(3)、(4)、(5)及(6)條所提及)的資料: 請參閱本售樓說明書的「批地文件的摘要」及「公共設施及公眾休憩用地的資料」兩節。
- 6. 有關政府樓宇,即公共交通總站(在批地文件特別條件第(14)(a)條所提及)的資料: 請參閱本售樓說明書的「批地文件的摘要」及「公共設施及公眾休憩用地的資料」兩節。
- 7. 有關現存排水渠及改道排水渠(在批地文件特別條件第(52)(a)及第(52)(d)條所提及)的資料: 請參閱本售樓說明書的「批地文件的摘要」一節。
- 8. 有關隔音屏障(在批地文件特別條件第(56)條所提及)的資料: 請參閱本售樓說明書的「批地文件的摘要」一節。
- 9. 有關綠色間黑斜線範圍(在批地文件特別條件第(57)條所提及)的資料: 請參閱本售樓說明書的「批地文件的摘要」一節。

The date on which this Sales Brochure is printed is 28 July 2021.

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

本售樓說明書印製日期為2021年7月28日。 發展項目及其周邊地區日後可能出現改變。

