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SALES BROCHURE 售樓說明書

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NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

1

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[1] 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[2]. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
   - Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

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

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

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

8. **Register of Transactions**
   - Pay attention to the register of transactions for a development. A vendor

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

2 According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following—

(i) the external dimensions of each residential property;

(ii) the internal dimensions of each residential property;

(iii) the thickness of the internal partitions of each residential property;

(iv) the external dimensions of individual compartments in each residential property.

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

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[3] 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

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

  - ➢ For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.

• Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.

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

• Ask the vendor if there are any questions on handing over date.

For first-hand completed residential properties

16. **Vendor's information form**

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

17. **Viewing of property**

• Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.

• You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

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

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

Other useful contacts:

Consumer Council	
Website	: www.consumer.org.hk
Telephone	: 2929 2222
Email	: cc@consumer.org.hk
Fax	: 2856 3611
Estate Agents Authority	
Website	: www.eaa.org.hk
Telephone	: 2111 2777
Email	: enquiry@eaa.org.hk
Fax	: 2598 9596
Real Estate Developers Association of Hong Kong	
Telephone	: 2826 0111
Fax	: 2845 2521

Sales of First-hand Residential Properties Authority
March 2023

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

1

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. **重要資訊**
   - 瀏覽一手住宅物業銷售資訊網(下稱「銷售資訊網」)(網址:www.srpe.gov.hk)，參考「銷售資訊網」內有關一手住宅物業的市場資料。
   - 閱覽賣方就該發展項目所指定的互聯網網站內的有關資訊，包括售樓說明書、價單、載有銷售安排的文件，及成交紀錄冊。
   - 發展項目的售樓說明書，會在該項目的出售日期前最少七日向公眾發布，而有關價單和銷售安排，亦會在該項目的出售日期前最少三日公布。
   - 在賣方就有關發展項目所指定的互聯網網站，以及「銷售資訊網」內，均載有有關物業成交資料的成交紀錄冊，以供查閱。
2. **費用、按揭貸款和樓價**
   - 計算置業總開支，包括律師費、按揭費用、保險費，以及印花稅。
   - 向銀行查詢可否取得所需的按揭貸款，然後選擇合適的還款方式，並小心計算按揭貸款金額，以確保貸款額沒有超出本身的負擔能力。
   - 查閱同類物業最近的成交價格，以作比較。
   - 向賣方或地產代理瞭解，您須付予賣方或該發展項目的管理人的預計的管理費、管理費上期金額(如有)、特別基金金額(如有)、補還的水、電力及氣體按金(如有)，以及/或清理廢料的費用(如有)。
3. **價單、支付條款，以及其他財務優惠**
   - 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
   - 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
   - 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料[1]。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。
4. **物業的面積及四周環境**
   - 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積: (i)露台; (ii)工作平台;以及 (iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
   - 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部和內部尺寸[2]。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
   - 親臨發展項目的所在地實地視察，以了解有關物業的四周環境(包括交通和社區設施);亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響;參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。
5. **售樓說明書**
   - 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
   - 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則(如有的話)，因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
   - 閱覽售樓說明書，並須特別留意以下資訊：
     - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」;
     - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名;
     - 室內和外部的裝置、裝修物料和設備;
     - 管理費按甚麼基準分擔;
     - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置;以及
     - 小業主是否須要負責維修斜坡。
6. **政府批地文件和公契**
   - 閱覽政府批地文件和公契(或公契擬稿)。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供政府批地文件和公契(或公契擬稿)的複本，供準買家免費閱覽。
   - 留意政府批地文件內所訂明小業主是否須要負責支付地稅 。
   - 留意公契內訂明有關物業內可否飼養動物。
7. **售樓處內有關可供揀選住宅物業的資料**
   - 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」，您可從該「消耗表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日開始時有哪些住宅物業可供出售，以及在該個銷售日內有哪些住宅物業已獲揀選及售出。
   - 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立臨時買賣合約。
8. **成交紀錄冊**
   - 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的24小時內，於紀錄冊披露該臨時買賣合約的資料，以及於買賣合約訂立後一個工作天內，披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目的銷售情況。
   - 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。
9. **買賣合約**
   - 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
   - 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
   - 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
   - 留意賣方有權改動未落成發展項目的建築圖則(如有的話)。如屬未落成發展項目，條例規定物業的買賣合約須載有強制性條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲建築事務監督批准後的14日內，將該項改動以書面通知買家。
   - 訂立臨時買賣合約時，您須向擁有人(即賣方)支付樓價**5%**的臨時訂金。
   - 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

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

2 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項—
(i) 每個住宅物業的外部尺寸;
(ii) 每個住宅物業的內部尺寸;
(iii) 每個住宅物業的內部間隔的厚度;
(iv) 每個住宅物業內個別分隔室的外部尺寸。
根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。

- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. **表達購樓意向**

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

11. **委託地產代理**

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

12. **委聘律師**

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

適用於一手未落成住宅物業

13. **預售樓花同意書**

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

14. **示範單位**

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

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. **預計關鍵日期及收樓日期**

- 查閱售樓說明書中有關發展項目的預計關鍵日期[3]。
  - 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「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。

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

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

一手住宅物業銷售監管局
2023 年 3 月

The Name of the Street at which the Development is situated and the Street Number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Development
18 Hang On Street

發展項目所位於的街道的名稱及由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數
恆安街18號

The Development consists of one multi-unit building

發展項目包含一幢多單位的建築物

Total Number of Storeys of the multi-unit building
27 storeys (including B/F, excluding Roof, Lift Machine Room Floor and Upper Roof)

該幢多單位建築物的樓層的總數
27層(包括地庫，不包括天台、升降機機房層及上層天台)

The Floor Numbering in the multi-unit building as provided in the approved building plans for the Development
B/F, G/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-29/F, Roof, Lift Machine Room Floor, Upper Roof

發展項目的經批准的建築圖則所規定的該幢多單位建築物內的樓層號數
地庫、地下、一樓至三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十九樓、天台、升降機機房層、上層天台

The omitted Floor Numbers in the multi-unit building in which the floor numbering is not in consecutive order
4/F, 13/F, 14/F and 24/F

有不依連續次序的樓層號數的該幢多單位建築物內被略去的樓層號數
四樓、十三樓、十四樓及二十四樓

Refuge Floor of the mulit-unit building
Not applicable

該幢多單位建築物內的庇護層
不適用

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

3

Vendor

Urban Renewal Authority (as "Owner")

Gainplace Limited (as "Person so Engaged")

Remarks :

1. "Owner" means the legal or beneficial owner of the Development.
2. "Person so Engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development.

Holding Company of the Owner (Urban Renewal Authority)
Not Applicable

Holding Company of the Person so Engaged (Gainplace Limited)
Lai Sun Development Company Limited,
Swank Bay Limited

Authorized Person for the Development
Mr. Lee Kar-yan, Douglas

The Firm or Corporation of which an Authorized Person for the Development is a Proprietor, Director or Employee in His or Her Professional Capacity
Andrew Lee King Fun & Associates Architects Limited

Building Contractor for the Development
Chun Wo Building Construction Limited

The firm of solicitors acting for the Owner in relation to the sale of residential properties in the Development
Johnson Stokes & Master

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
Lai Sun International Finance (2012) Limited

賣方

市區重建局 (作為「擁有人」)

潤澤有限公司 (作為「如此聘用的人」)

備註：

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

擁有人(市區重建局)的控權公司
不適用

如此聘用的人(潤澤有限公司)的控權公司
麗新發展有限公司，
Swank Bay Limited

發展項目的認可人士
李嘉胤先生

發展項目的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團
李景勳、雷煥庭建築師有限公司

發展項目的承建商
俊和建築有限公司

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所
孖士打律師行

就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
Lai Sun International Finance (2012) Limited

(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	NO
(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	NO
(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	NO
(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	NO
(k)	The vendor#, a holding company of the vendor#, or a building contractor for the Development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor#, holding company or contractor	NO
(l)	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#	NO
(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	NO
(o)	The vendor#, a holding company of the vendor#, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor#, holding company or contractor	NO
(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#	NO
(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#	NO
(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#.	NO

Remark:

A reference to vendor here is a reference to either Urban Renewal Authority (as "Owner") or Gainplace Limited (as "Person so Engaged").

(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	否
(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	否
(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	否
(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	否
(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	否
(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	否
(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	否
(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	否
(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	否
(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	否
(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。	否

備註：

在此提述賣方即提述市區重建局(作為「擁有人」)或潤澤有限公司(作為「如此聘用的人」)。

1. There will be no non-structural prefabricated external walls forming part of the enclosing walls of the Development.
發展項目將沒有構成圍封牆的一部分的非結構的預製外牆。
2. There will be curtain walls forming part of the enclosing walls of the Development.
發展項目將有構成圍封牆的一部分的幕牆。
3. The range of thickness of the curtain walls is 200 mm.
幕牆的厚度範圍為200毫米。

Schedule of total area of the curtain walls of each residential property:
每個住宅物業的幕牆的總面積表：

Floor **樓層**	**Unit** **單位**	**Total Area of Curtain Walls of each residential property (sq.m.)** **每個住宅物業的幕牆總面積(平方米)**
3/F 5/F - 12/F 15/F - 23/F 25/F - 26/F 三樓 五樓至十二樓 十五樓至二十三樓 二十五樓至二十六樓	A	0.707
	B	1.084
	C	0.658
	D	0.675
	E	0.668
	F	1.089
	G	0.707
27/F - 28/F 二十七樓至二十八樓	A	0.707
	B	1.084
	C	1.191
	E	1.191
	F	1.089
	G	0.707
29/F 二十九樓	A	0.707
	C	2.460
	E	2.489
	G	0.707

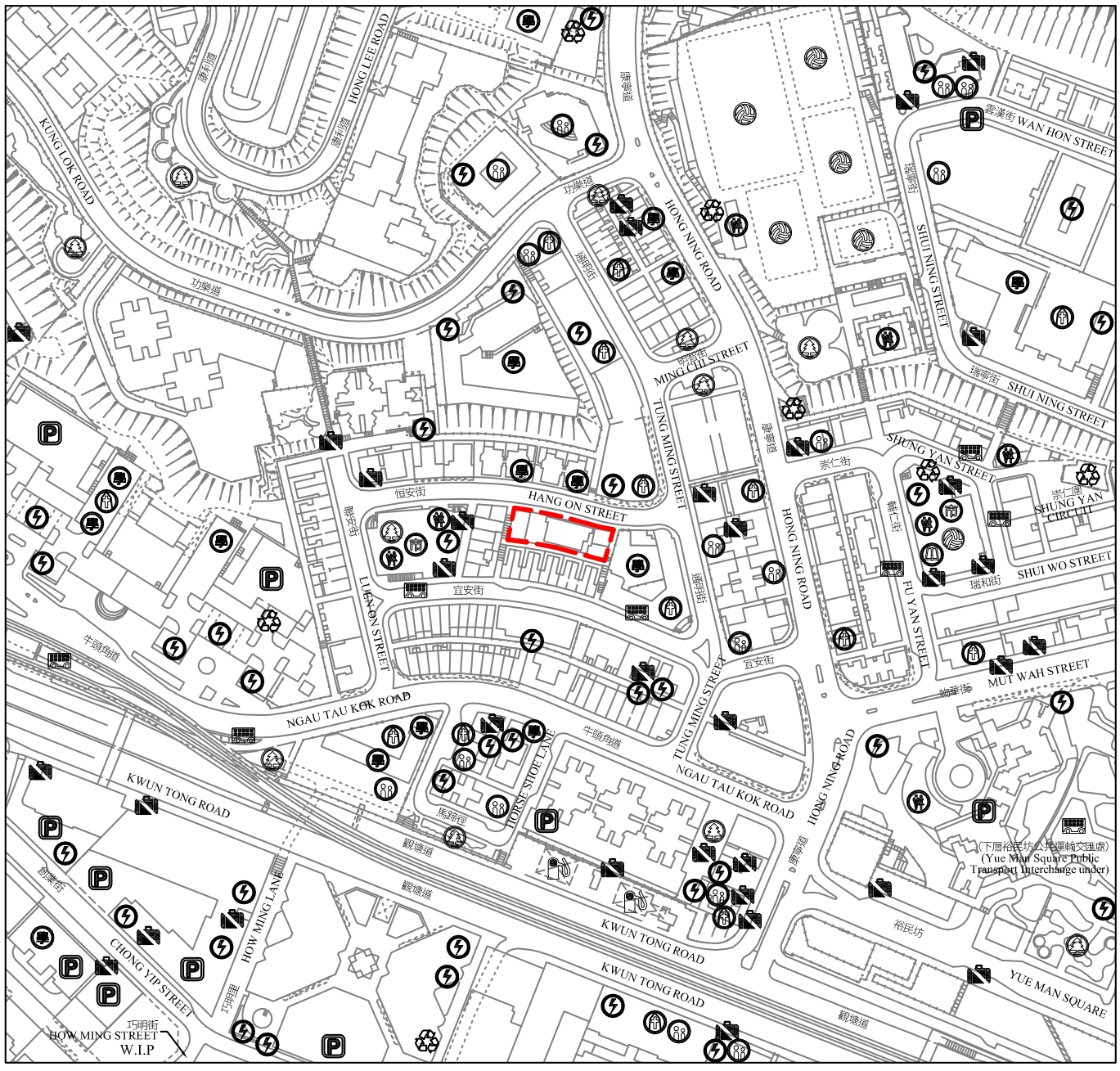
Remark: There are no 4/F, 13/F, 14/F and 24/F.
備註: 不設四樓、十三樓、十四樓及二十四樓。

The person appointed as the manager of the Development under the latest draft Deed of Mutual Covenant :
Kolot Property Services Limited

根據有關公契的最新擬稿，獲委任為發展項目的管理人的人：
高樂服務有限公司

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

7



Notation
圖例

- 圖書館
  a library
- 油站
  a petrol filling station
- 發電廠(包括電力分站)
  a power plant (including electricity sub-stations)
- 垃圾收集站
  a refuse collection point
- 市場(包括濕貨市場及批發市場)
  a market (including a wet market and a wholesale market)
- 公眾停車場(包括貨車停泊處)
  a public carpark (including a lorry park)
- 公廁
  a public convenience
- 公共交通總站(包括鐵路車站)
  a public transport terminal (including a rail station)
- 公用事業設施裝置
  a public utility installation
- 宗教場所(包括教堂、廟宇及祠堂)
  a religious institution (including a church, a temple and a Tsz Tong)
- 學校(包括幼稚園)
  a school (including a kindergarten)
- 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)
- 體育設施(包括運動場及游泳池)
  sports facilities (including a sports ground and a swimming pool)
- 公園
  a public park
- W.I.P 工程進行中
  work in progress

The Location Plan is made with reference to Digital Topographic Map Series Code iB1000 Sheet Number 11-NE-18A (dated 27 February 2025) and Sheet Number 11-NE-18C (dated 31 July 2025) from the Survey and Mapping Office of the Lands Department with adjustments where necessary.

Notes:

1. Due to technical reasons (such as the shape of the Development), the Location Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
2. The vendor also advises prospective purchaser to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. The map is provided by the Hong Kong GeoData Store and the intellectual property rights are owned by the Government of HKSAR.

所在位置圖參考地政總署測繪處數碼地形圖(組別編號iB1000)，圖幅編號11-NE-18A(日期為2025年2月27日)及圖幅編號11-NE-18C(日期為2025年7月31日)編製，有需要處經修正處理。

備註：

1. 因技術原因(例如發展項目之形狀)，此所在位置圖所顯示之範圍多於《一手住宅物業銷售條例》(第621章)的規定。
2. 賣方亦建議準買方到有關發展地盤作實地考察，以對該發展地盤，其周邊地區環境及附近的公共設施有較佳了解。
3. 地圖由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。

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

8

Location of the Development
發展項目的位置

The aerial photograph is adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at the flying height of 3,000 feet, photo no. E249144C dated 7 January 2025.

Notes:

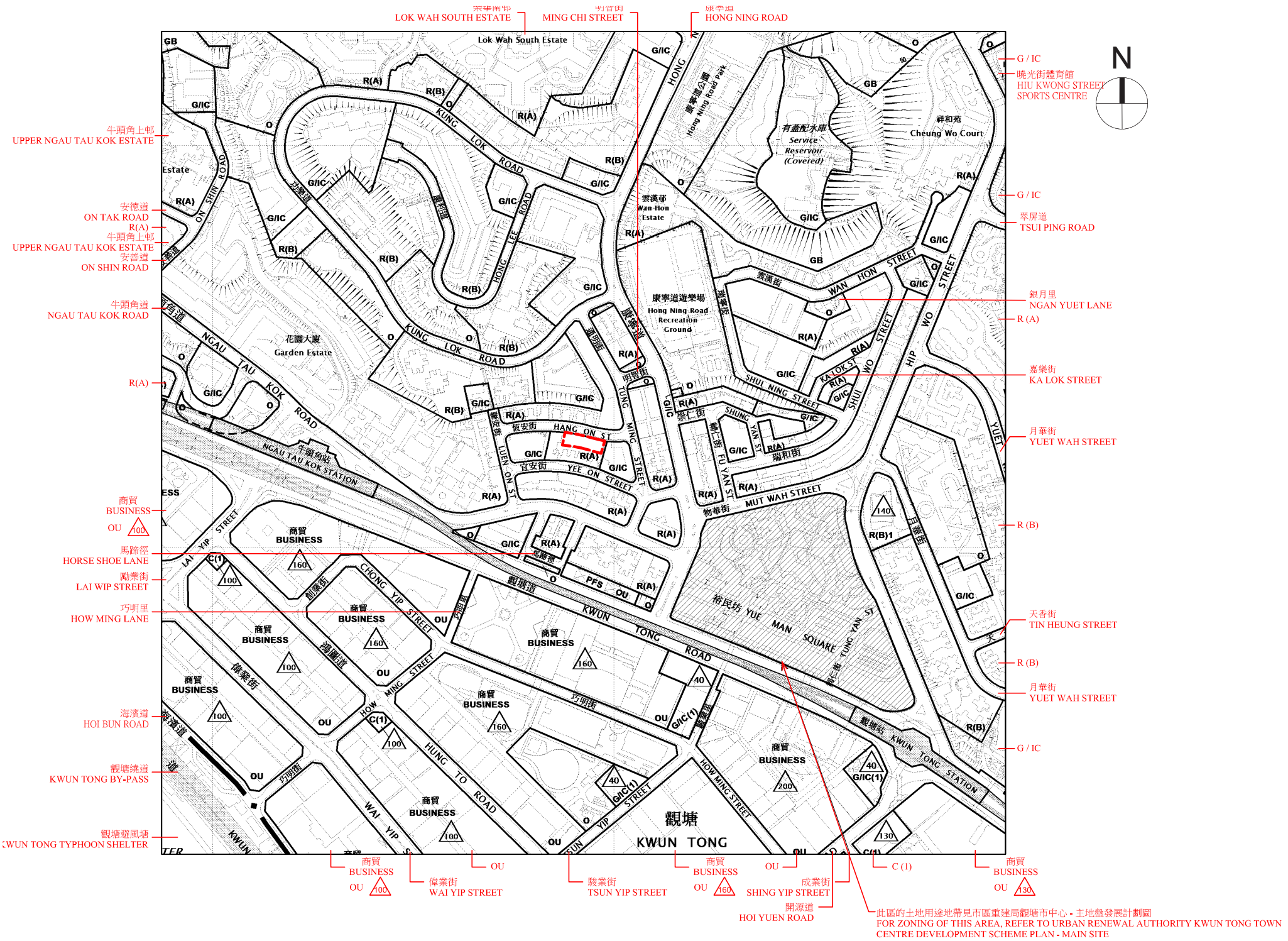
1. Due to technical reasons (such as the shape of the Development), the Aerial Photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
2. Survey and Mapping Office, Lands Department, The Government of HKSAR © Copyright reserved – reproduction by permission only.

此鳥瞰照片摘錄自地政總署測繪處於2025年1月7日在3,000呎飛行高度拍攝之鳥瞰照片，相片編號為E249144C。

備註：

1. 因技術原因（例如發展項目之形狀），此鳥瞰照片所顯示的範圍多於《一手住宅物業銷售條例》（第621章）的規定。
2. 香港特別行政區政府地政總署測繪處©版權所有，未經許可，不得複製。

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



Notation
圖例

Zone 地帶

C	商業 Commercial
R(A)	住宅 (甲類) Residential (Group A)
R(B)	住宅 (乙類) Residential (Group B)
G/IC	政府、機構或社區 Government, Institution or Community
O	休憩用地 Open Space
OU	其他指定用途 Other Specified Uses
GB	綠化地帶 Green Belt

Communications 交通

	鐵路及車站(高架) Railway and Station (Elevated)
	主要道路及路口 Major Road and Junction
	高架道路 Elevated Road

Miscellaneous 其他

	規劃範圍界線 Boundary of Planning Scheme
	建築物高度管制界線 Boundary Height Control Zone Boundary
100	最高建築物高度(在主水平基準上若干米) Maximum Building Height (in metres above Principal Datum)
P F S	加油站 Petrol Filling Station
	市區重建局發展計劃圖範圍 Urban Renewal Authority Development Scheme Plan Area

The Outline Zoning Plan is adopted from part of Kowloon Planning Area No.14 (Part) - Approved Kwun Tong (South) Outline Zoning Plan No. S/K14S/26 gazetted on 26 July 2024.

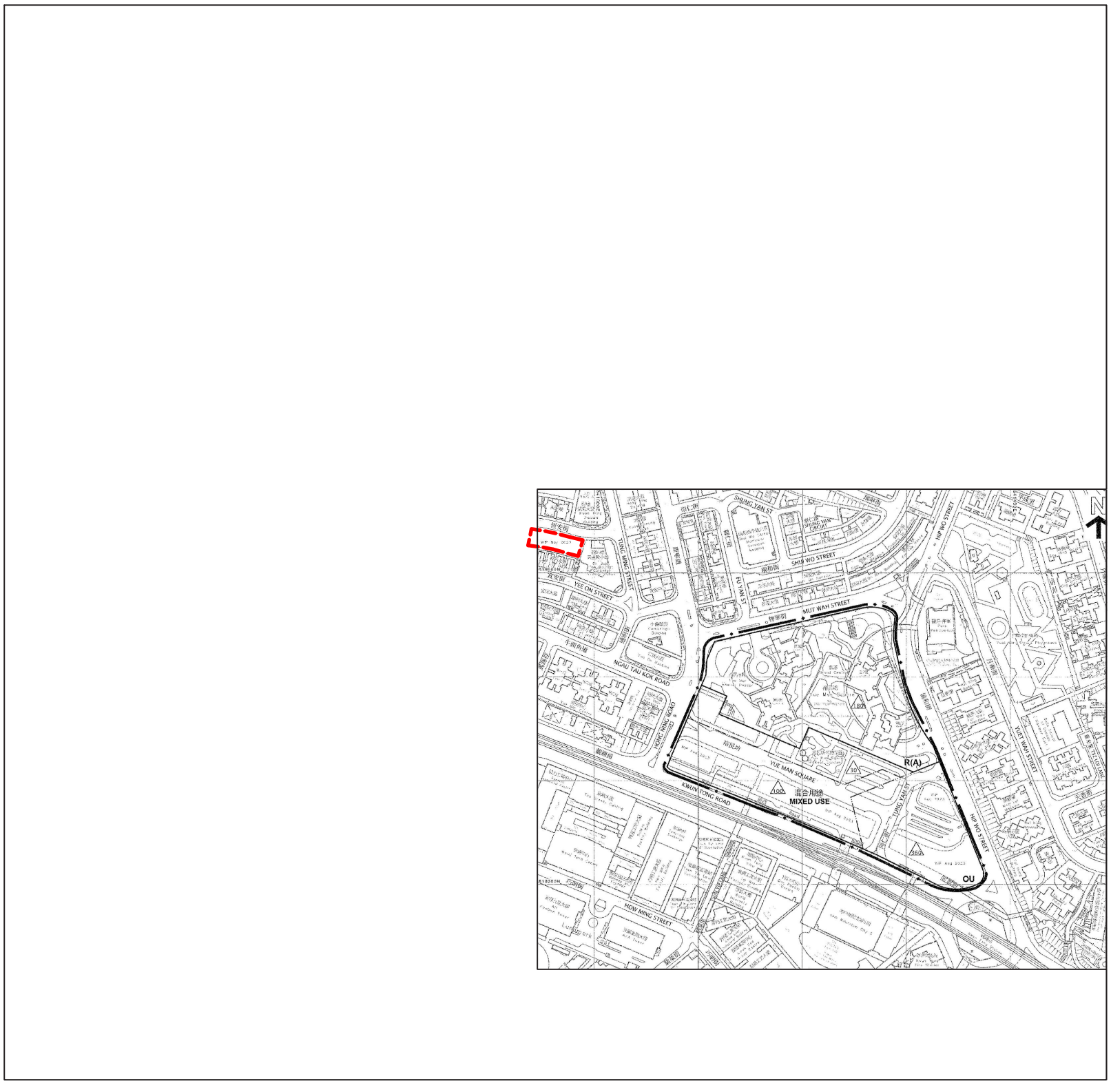
Notes:

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

此分區計劃大綱圖摘錄自於2024年7月26日刊憲之九龍規劃區第14區(部份)-觀塘(南部)分區計劃大綱核准圖之部份，圖則編號為S/K14S/26。

備註：

1. 因技術原因，此分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》的規定。



SCALE 比例
0 100 200 300 400 500 m / 米

Location of the Development
發展項目的位置

Notation
圖例

Zone 地帶

R(A) 住宅 (甲類)
Residential (Group A)

OU 其他指定用途
Other Specified Uses

Miscellaneous 其他

市區重建局發展計劃界線
Boundary of Urban Renewal Authority Development Scheme

建築物高度管制界線
Boundary Height Control Zone Boundary

100 最高建築物高度 (在主水平基準上若干米)
Maximum Building Height (in metres above Principal Datum)

The Development Scheme Plan is adopted from the Urban Renewal Authority Kwun Tong Town Centre Development Scheme Plan - Main Site, Plan No. S/K14S/URA1/4 gazetted on 27 September 2024.

Notes:

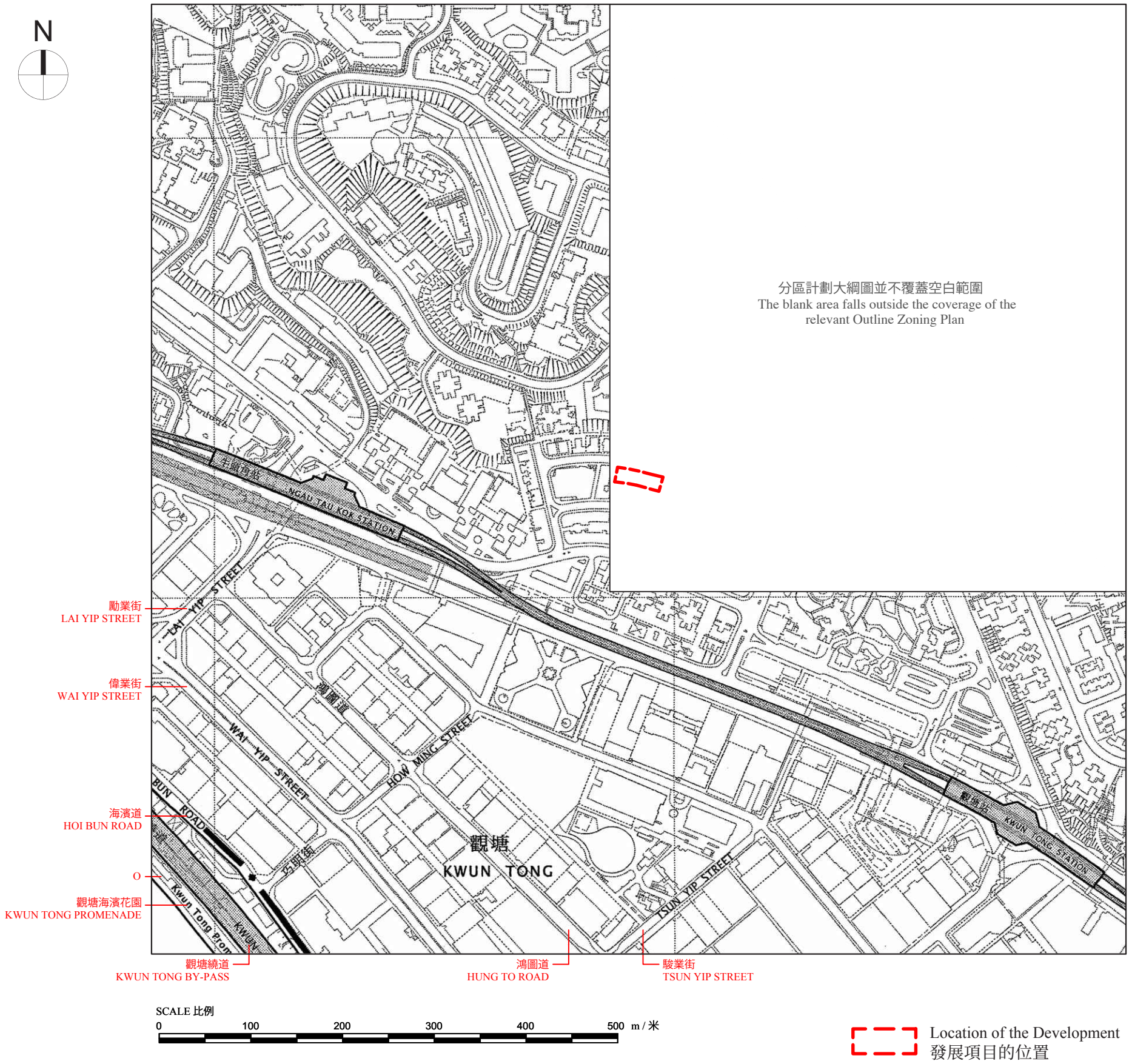
1. Due to technical reasons, this plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

此發展計劃圖摘錄自憲報公布日期為2024年9月27日之市區重建局觀塘市中心-主地盤發展計劃圖，圖則編號為S/K14S/URA1/4。

備註：

1. 因技術原因，此圖所顯示的範圍多於《一手住宅物業銷售條例》的規定。

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



Notation
圖例

Zone 地帶

休憩用地
Open Space

Miscellaneous 其他

規劃範圍界線
Boundary of Planing Scheme

Communications 交通

鐵路及車站(高架)
Railway and Station (Elevated)

主要道路及路口
Major Road and Junction

高架道路
Elevated Road

The Outline Zoning Plan is adopted from part of Kowloon Planning Area No.22 - Approved Kai Tak Outline Zoning Plan No. S/K22/8 gazetted on 28 October 2022.

此分區計劃大綱圖摘錄自於2022年10月28日刊憲之九龍規劃區第22區-啟德分區計劃大綱核准圖之部份，圖則編號為S/K22/8。

Notes:

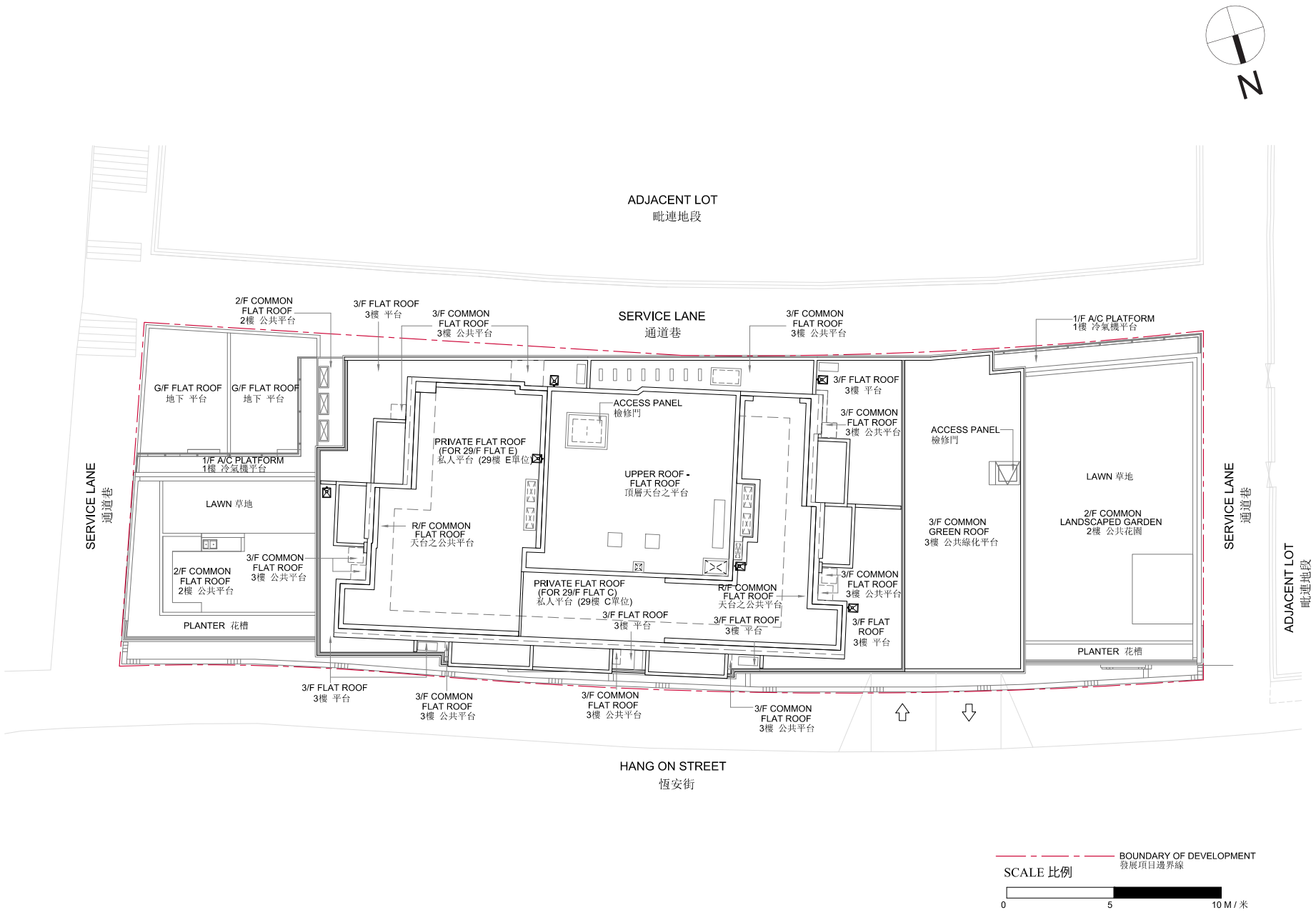
1. Due to technical reasons, this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註：

1. 因技術原因，此分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》的規定。

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

10



Notes:

Notes: The description "Private Flat Roof" shown on the above layout plan are, in fact, the roofs forming parts of the relevant residential properties on 29/F. Please refer to the "Floor Plans of Residential Properties in the Development" and "Area of Residential Properties in the Development" sections for details.

備註：

上述布局圖所顯示的「私人平台」，實際上是構成二十九樓相關住宅物業部份的天台。詳情請參閱「發展項目的住宅物業的樓面平面圖」及「發展項目中的住宅物業的面積」等章節。

LEGEND OF TERMS AND ABBREVIATIONS USED ON THE FLOOR PLAN
樓面平面圖中所使用名詞及簡稱之圖例

A/C P.	= Air Conditioning Platform 冷氣機平台
ACCESS PANEL	= Access Panel 檢修門
B.	= Bathroom 浴室
BAL. & U.P.	= Balcony and Utility Platform 露台及工作平台
BAL. & U.P. & A/C P. ABOVE	= Balcony and Utility Platform with Air Conditioning Platform Above 上層之露台及工作平台連冷氣機平台
B.R.	= Bedroom 睡房
CABLE D.	= Cable Duct 電線槽
COMMON FLAT ROOF	= Common Flat Roof 公共平台
COMMON GREEN ROOF	= Common Green Roof 公共綠化天台
DN	= Down 落
DOG HOUSE	= Mechanical and Electrical Services Duct Connecting to the Floor Below 連接下層的機電設施管道
E.M.C.	= Electrical Meter Cabinet 電錶櫃
FLAT ROOF	= Flat Roof 平台
FLUSHING AND FRESH WATER TANK AND PUMP ROOM	= Flushing and Fresh Water Tank and Pump Room 沖廁及食水水箱及水泵房
H.R.	= Hose Reel 消防喉轆
KIT.	= Kitchen 廚房
LIFT	= Lift 升降機
LIFT LOBBY	= Lift Lobby 升降機大堂
LIV. / DIN.	= Living / Dining Room 客/飯廳
M.B.R.	= Master Bedroom 主人睡房
O. KIT.	= Open Kitchen 開放式廚房
P.D.	= Pipe Duct 管道槽
R.C. CANOPY	= Reinforced Concrete Canopy 鋼筋混凝土簷篷
R.C. PLINTH	= Reinforced Concrete Plinth 鋼筋混凝土基座
PRIVATE FLAT ROOF (FOR 29/F FLAT C)	= Private Flat Roof (for 29/F Flat C) 私人平台(29樓C單位)
PRIVATE FLAT ROOF (FOR 29/F FLAT E)	= Private Flat Roof (for 29/F Flat E) 私人平台(29樓E單位)
REFUSE ROOM	= Refuse Room 垃圾房
STORE	= Store 儲物室
TEL. D.	= Telephone Duct 電話槽
UP	= Up 上
W.M.C	= Water Meter Cabinet 水錶櫃

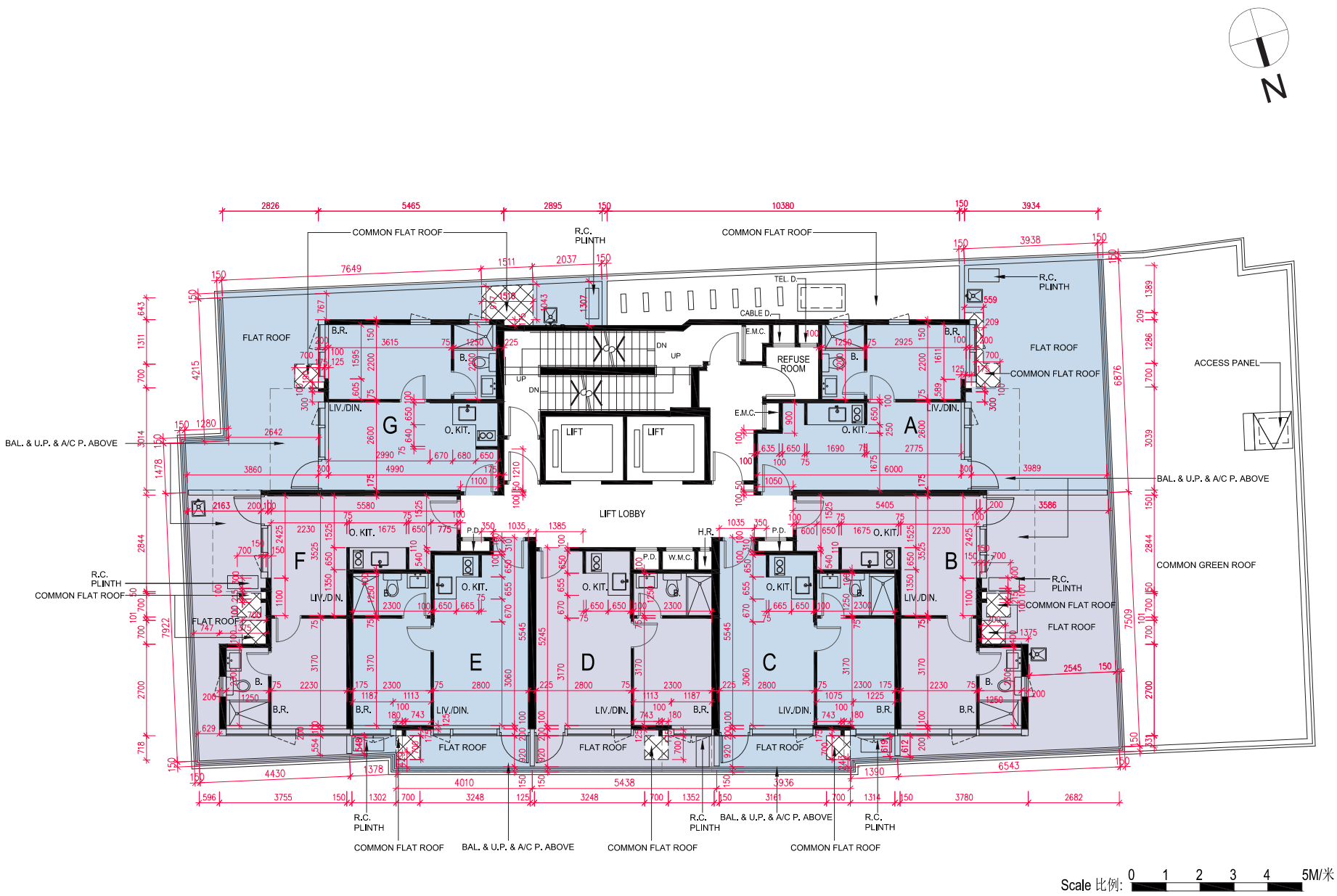
Notes applicable to the floor plans of this section:

1. The dimensions of the floor plans are all structural dimensions in millimeter.
2. Balcony and utility platform are non-enclosed areas.
3. There may be architectural features and/or exposed pipes on external walls of some of the floors. Please refer to the latest approved building plans for details.
4. Common drain pipes are located at external wall(s) adjacent to balcony and/or utility platform of some residential properties. Please refer to the latest approved building plans for details.
5. There are ceiling bulkheads or false ceilings in living/dining room, bedroom, corridor, bathroom and/or open kitchen/kitchen of some residential properties for pipes of the air-conditioning system or the water supply system. Please refer to the latest approved building plans for details.
6. There may be sunken slabs at some parts of the ceiling inside some residential properties for the installation of building services of the floor above or due to the structural, architectural and/or decoration design requirements of the floor above.
7. Those icons of fittings and appliances shown on the floor plans of residential properties like wash basins, water closets, shower cubicles, sink units, cabinets (if any) etc. are prepared in accordance with the latest approved building plans. Their shapes, dimensions, scales may be differed from the fittings and appliances actually provided and they are for indication and reference only.
8. There are no 4/F, 13/F, 14/F and 24/F.

適用於本節各樓面平面圖之備註:

1. 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
2. 露台及工作平台為不可封閉之地方。
3. 部份樓層外牆範圍設有建築裝飾及/或外露喉管。詳情請參閱最新的經批准建築圖則。
4. 部份住宅物業的露台及/或工作平台側外牆有公共去水渠。詳情請參閱最新的經批准建築圖則。
5. 部份住宅物業客/飯廳、睡房、走廊、浴室及/或開放式廚房/廚房之裝飾橫樑或假天花內裝置冷氣喉管或供水喉管。詳情請參閱最新的經批准建築圖則。
6. 部份住宅物業內之部份天花或有跌級樓板,用以安裝上層之建築設備或配合上層之結構、建築設計及/或裝修設計上的需要。
7. 各住宅物業的樓面平面圖內所展示之裝置及設備的圖標如洗面盆、座廁、淋浴間、洗滌盆、櫃(如有)等乃根據最新經批准的建築圖則擬備,其形狀、尺寸、比例或與實際提供的裝置及設備存在差異,僅供示意及參考之用。
8. 不設四樓、十三樓、十四樓及二十四樓。

3/F FLOOR PLAN
三樓樓面平面圖



Each Residential Property 每個住宅物業	Floor 樓層	Unit 單位						
		A	B	C	D	E	F	G
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	三樓 3/F	2750, 3150	2750, 2850, 3150	2750, 3150	2750, 3150	2750, 3150	2750, 2850, 3150	2750, 3150
Thickness of Floor Slabs (excluding plaster) (mm) 樓板(不包括灰泥) 的厚度 (毫米)		150, 550*	150, 550*	150, 550*	150, 550*	150, 550*	150, 550*	150, 550*

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.

Notes:

1. Please refer to page 19 of this Sales Brochure for legend of terms and abbreviations shown in the floor plans.

2. *Denotes that the slab thickness includes 300mm and 400mm thick concrete fill.

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。

備註：

1. 平面圖中所使用之名詞及簡稱請參閱本售樓說明書第19頁。

2. *標示該樓板的厚度包括300毫米及400毫米的混凝土填料。

5/F - 12/F, 15/F - 23/F, 25/F - 26/F FLOOR PLAN
五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓樓面平面圖

Scale 比例: 0 1 2 3 4 5M/米

Each Residential Property 每個住宅物業	Floor 樓層	Unit 單位						
		A	B	C	D	E	F	G
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	五樓至十二樓、十五樓至二十三樓、二十五樓 5/F - 12/F, 15/F - 23/F, 25/F	3150	3150	3150	3150	3150	3150	3150
	二十六樓 26/F	3150, 3350	3150, 3250	3150, 3225	3150, 3225	3150, 3225	3150, 3250	3150, 3350
Thickness of Floor Slabs (excluding plaster) (mm) 樓板(不包括灰泥) 的厚度 (毫米)	五樓至十二樓、十五樓至二十三樓、二十五樓 5/F - 12/F, 15/F - 23/F, 25/F	150	150	150	150	150	150	150
	二十六樓 26/F	150	150	150	150	150	150	150

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

Notes:

1. Please refer to page 19 of this Sales Brochure for legend of terms and abbreviations shown in the floor plans.

2. *Denotes that the slab thickness includes 300mm and 400mm thick concrete fill.

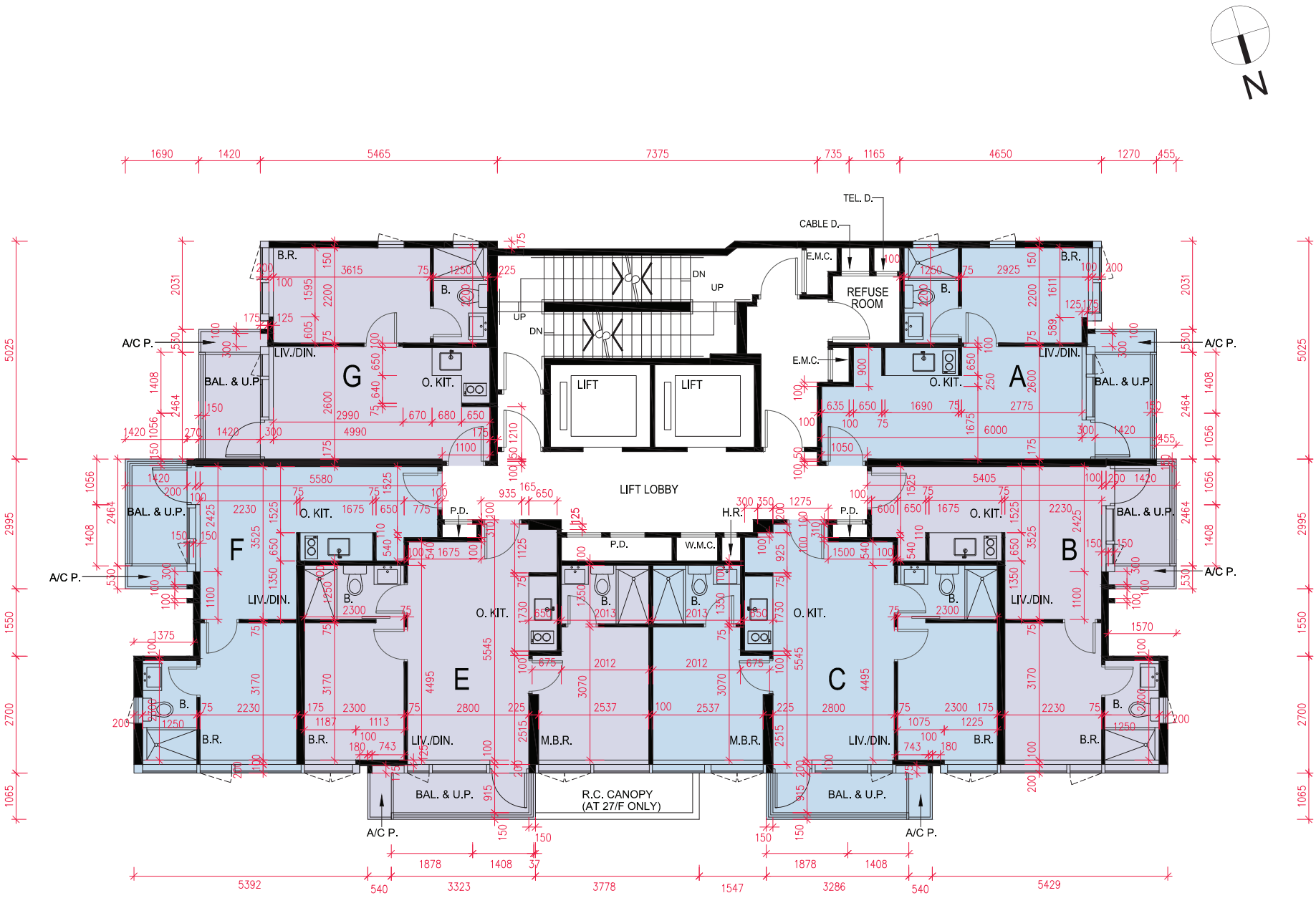
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：

1. 平面圖中所使用之名詞及簡稱請參閱本售樓說明書第19頁。

2. *標示該樓板的厚度包括300毫米及400毫米的混凝土填料。

27/F - 28/F FLOOR PLAN
二十七樓至二十八樓樓面平面圖



Each Residential Property 每個住宅物業	Floor 樓層	Unit 單位					
		A	B	C	E	F	G
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	二十七樓 27/F	3150	3150	3075, 3150	3075, 3150	3150	3150
	二十八樓 28/F	3150	3025, 3150, 3350	3150, 3475	3150, 3475	3025, 3150, 3350	3150
Thickness of Floor Slabs (excluding plaster) (mm) 樓板(不包括灰泥) 的厚度 (毫米)	二十七樓 27/F	150	150	150	150	150	150
	二十八樓 28/F	150	150	150	150	150	150

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

Notes:

1. Please refer to page 19 of this Sales Brochure for legend of terms and abbreviations shown in the floor plans.

2. *Denotes that the slab thickness includes 300mm and 400mm thick concrete fill.

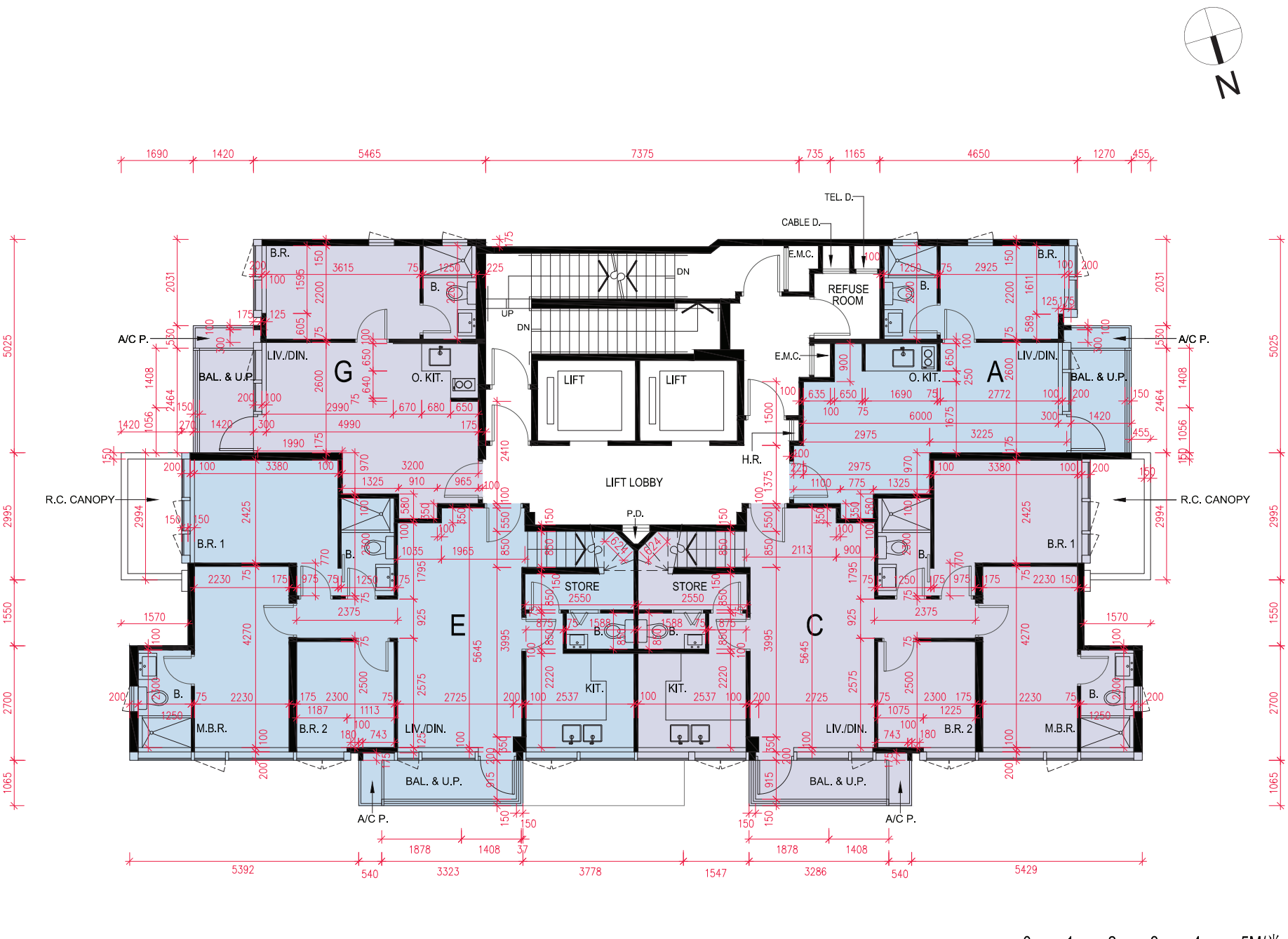
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

備註：

1. 平面圖中所使用之名詞及簡稱請參閱本售樓說明書第19頁。

2. *標示該樓板的厚度包括300毫米及400毫米的混凝土填料。

29/F FLOOR PLAN
二十九樓樓面平面圖



Scale 比例: 0 1 2 3 4 5M/米

Each Residential Property 每個住宅物業	Floor 樓層	Unit 單位			
		A	C	E	G
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	二十九樓 29/F	3300, 3900, 4100	3300, 3700, 4050	3300, 3625, 3700	3300, 3500, 3700
Thickness of Floor Slabs (excluding plaster) (mm) 樓板(不包括灰泥) 的厚度 (毫米)		150	150	150	150

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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

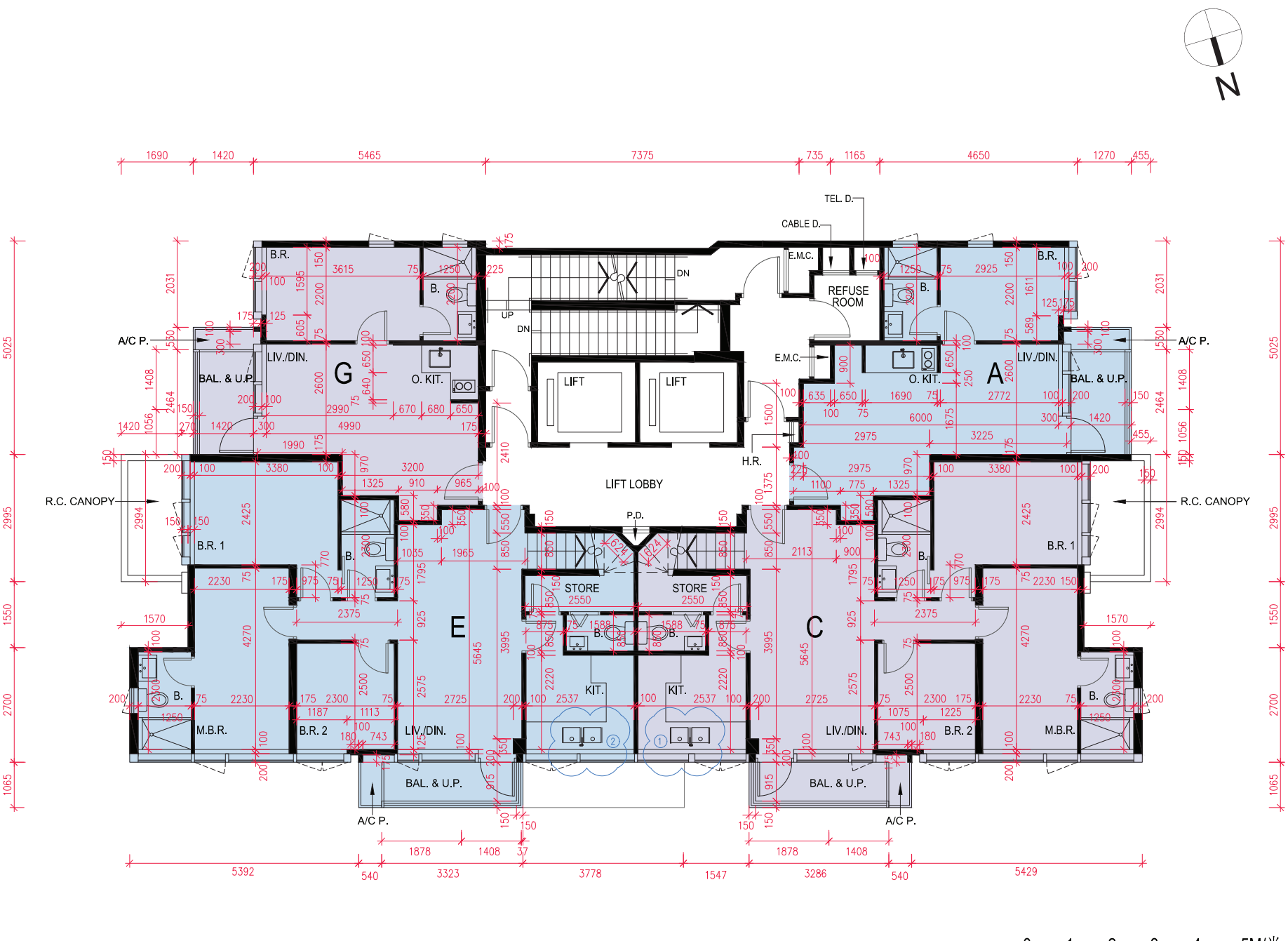
Notes:

1. Please refer to page 19 of this Sales Brochure for legend of terms and abbreviations shown in the floor plans.
2. *Denotes that the slab thickness includes 300mm and 400mm thick concrete fill.

備註：

1. 平面圖中所使用之名詞及簡稱請參閱本售樓說明書第19頁。
2. *標示該樓板的厚度包括300毫米及400毫米的混凝土填料。

29/F AS-IS FLOOR PLAN
二十九樓現狀樓面平面圖



Each Residential Property 每個住宅物業	Floor 樓層	Unit 單位			
		A	C	E	G
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	二十九樓 29/F	3300, 3900, 4100	3300, 3700, 4050	3300, 3625, 3700	3300, 3500, 3700
Thickness of Floor Slabs (excluding plaster) (mm) 樓板(不包括灰泥) 的厚度 (毫米)		150	150	150	150

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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Notes:

Certain parts of certain residential properties on 29/F have been altered by way of exempted works under the Buildings Ordinance after completion of the Development. The approximate location of the alterations are indicated in this floor plan. The alteration works are as follows:

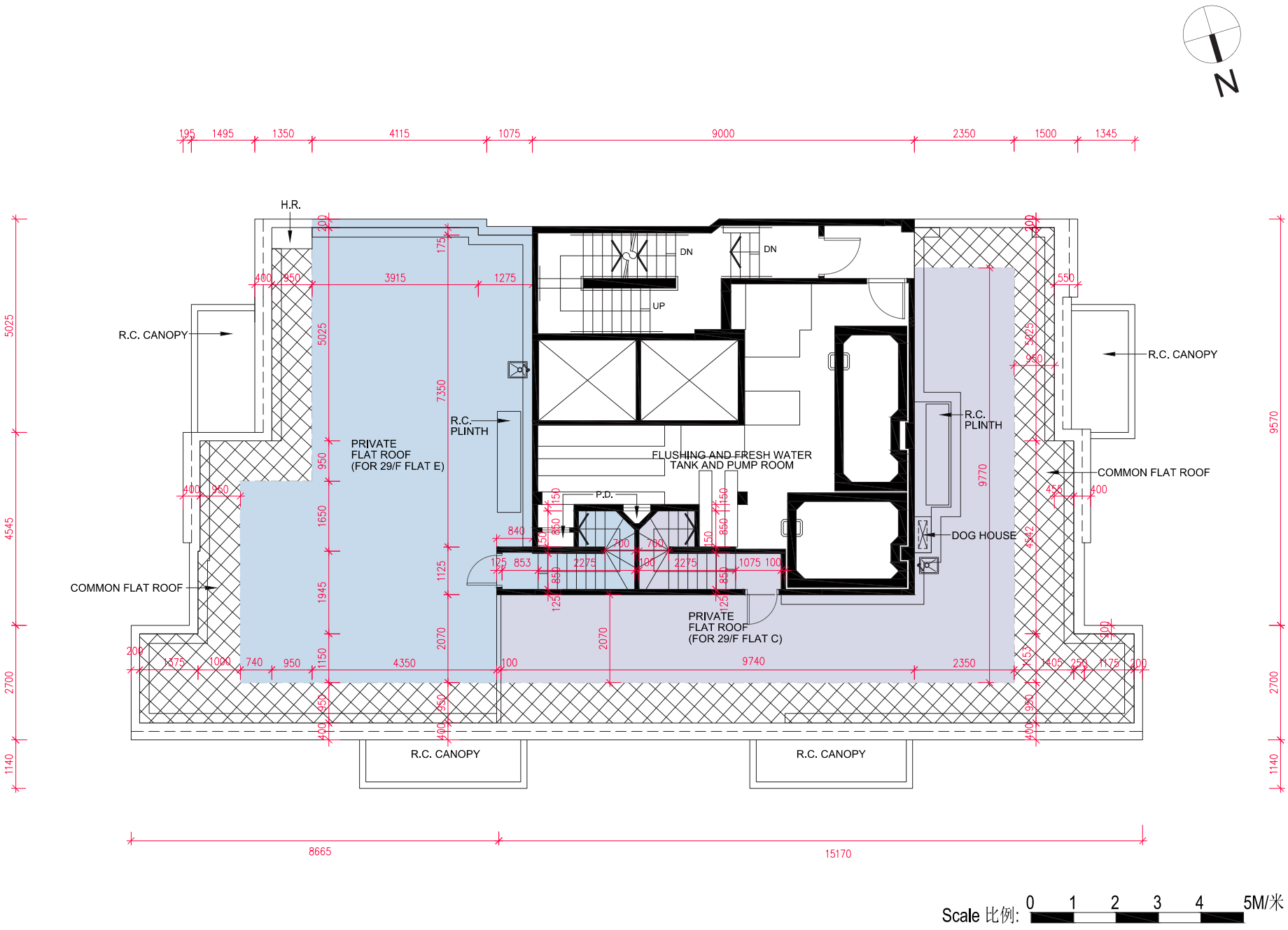
1. Alteration of Flat C kitchen sink
2. Alteration of Flat E kitchen sink

備註：

二十九樓的個別住宅物業的某些部分因在發展項目落成後進行獲《建築物條例》豁免的工程而有所改動。該等改動大概位置於本樓面平面圖中標出。該等改動如下：

1. 更改C單位廚房的流滌盆
2. 更改E單位廚房的流滌盆

ROOF PLAN
天台平面圖



Notes:

1. Please refer to page 19 of this Sales Brochure for legend of terms and abbreviations shown in the floor plans.
2. The description "Private Flat Roof" shown on the roof plan is, in fact, the "Roof" forming parts of the relevant residential properties on 29/F. Please refer to the "Floor Plans of Residential Properties in the Development" section for details.

備註：

1. 平面圖中所使用之名詞及簡稱請參閱本售樓說明書第19頁。
2. 天台平面圖所顯示的「私人平台」，實際上是構成二十九樓相關住宅物業部份的「天台」。詳情請參閱「發展項目中的住宅物業的樓面平面圖」一節。

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

Description of Residential Property 物業的描述		Saleable Area (Including balcony, utility platform and verandah (if any)) sq.m. (sq.ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Floor 樓層	Unit 單位		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
3/F 三樓	A	27.875 (300) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	25.276 (272)	-	-	-	-	-	-
	B	28.552 (307) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	25.509 (275)	-	-	-	-	-	-
	C	28.164 (303) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	4.044 (44)	-	-	-	-	-	-
	D	28.202 (304) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	4.516 (49)	-	-	-	-	-	-
	E	28.089 (302) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	3.950 (43)	-	-	-	-	-	-
	F	28.862 (311) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	13.031 (140)	-	-	-	-	-	-
	G	28.062 (302) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	23.655 (255)	-	-	-	-	-	-

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

每個住宅物業的實用面積以及構成住宅物業的一部分的範圍內每一露台、工作平台或陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業的一部分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 from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.
2. There is no verandah in the residential properties of the Development.
3. There are no 4/F, 13/F, 14/F and 24/F.

備註：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並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。
3. 不設四樓、十三樓、十四樓及二十四樓。

Description of Residential Property 物業的描述		Saleable Area (Including balcony, utility platform and verandah (if any)) sq.m. (sq.ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Floor 樓層	Unit 單位		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
5/F - 12/F 15/F - 23/F 25/F - 26/F 五樓 至 十二樓 十五樓 至 二十三樓 二十五樓 至 二十六樓	A	31.374 (338) Balcony 露台 : 1.999 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	B	32.051 (345) Balcony 露台 : 1.999 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	C	31.664 (341) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	D	31.702 (341) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	E	31.589 (340) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	F	32.382 (349) Balcony 露台 : 1.999 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	G	31.539 (339) Balcony 露台 : 1.999 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-

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

每個住宅物業的實用面積以及構成住宅物業的一部分的範圍內每一露台、工作平台或陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業的一部分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 from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.
2. There is no verandah in the residential properties of the Development.
3. There are no 4/F, 13/F, 14/F and 24/F.

備註：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並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。
3. 不設四樓、十三樓、十四樓及二十四樓。

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

Description of Residential Property 物業的描述		Saleable Area (Including balcony, utility platform and verandah (if any)) sq.m. (sq.ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Floor 樓層	Unit 單位		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
27/F - 28/F 二十七樓 至 二十八樓	A	31.374 (338) Balcony 露台 : 1.999 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	B	32.051 (345) Balcony 露台 : 1.999 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	C	45.395 (489) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	E	45.444 (489) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	F	32.382 (349) Balcony 露台 : 1.999 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	G	31.539 (339) Balcony 露台 : 1.999 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-

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

每個住宅物業的實用面積以及構成住宅物業的一部分的範圍內每一露台、工作平台或陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業的一部分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 from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.
2. There is no verandah in the residential properties of the Development.
3. There are no 4/F, 13/F, 14/F and 24/F.

備註：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並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。
3. 不設四樓、十三樓、十四樓及二十四樓。

Description of Residential Property 物業的描述		Saleable Area (Including balcony, utility platform and verandah (if any)) sq.m. (sq.ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Floor 樓層	Unit 單位		Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stair-hood 梯屋	Terrace 前庭	Yard 庭院
29/F 二十九樓	A	35.425 (381) Balcony 露台 : 1.999 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	C	73.631 (793) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	43.121 (464)	3.975 (43)	-	-
	E	73.637 (793) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	60.749 (654)	3.812 (41)	-	-
	G	35.408 (381) Balcony 露台 : 1.999 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-

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

每個住宅物業的實用面積以及構成住宅物業的一部分的範圍內每一露台、工作平台或陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業的一部分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。

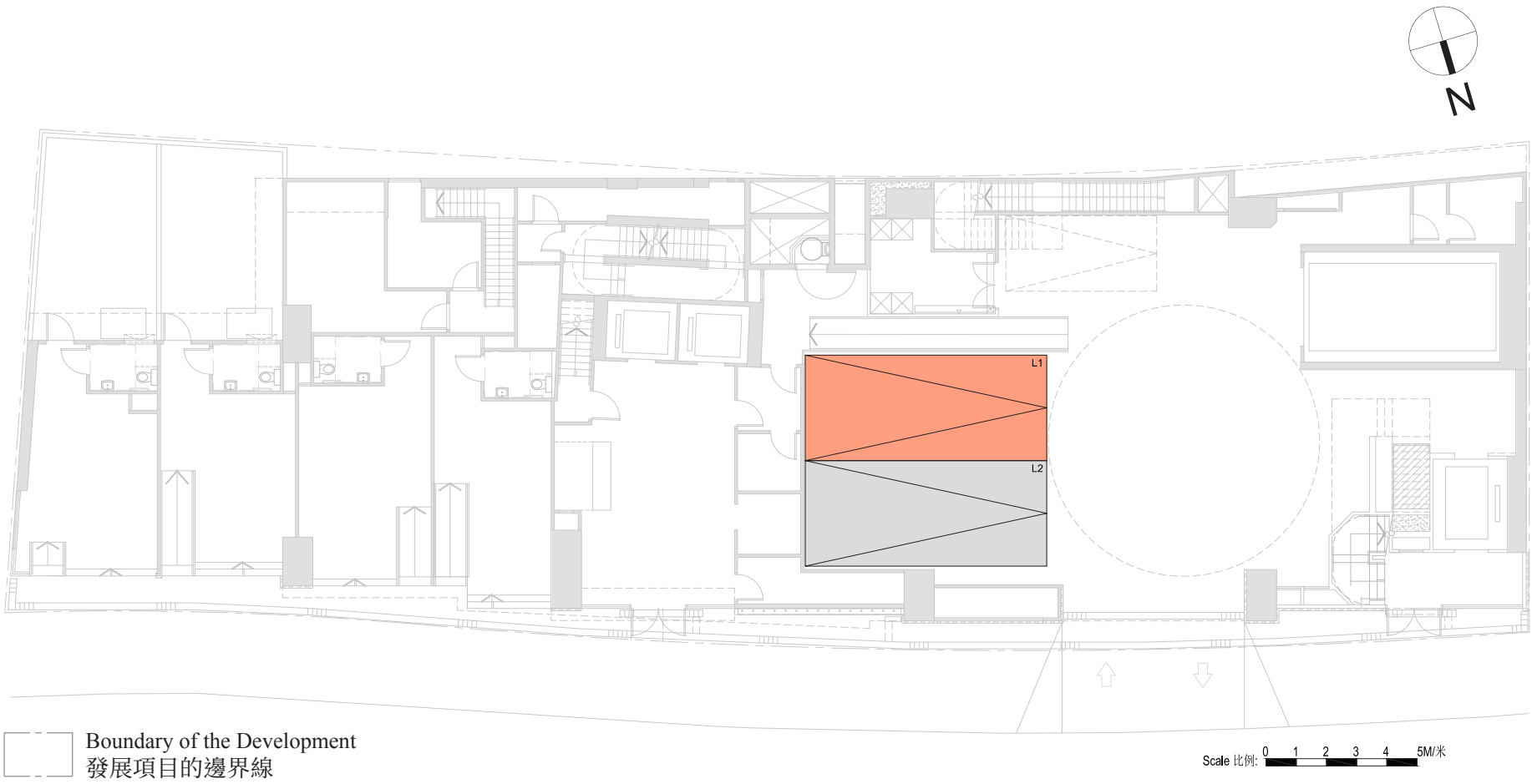
Notes:

1. The areas as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.
2. There is no verandah in the residential properties of the Development.
3. There are no 4/F, 13/F, 14/F and 24/F.
4. The description "Private Flat Roof" shown on the roof plan is, in fact, the "Roof" forming parts of the relevant residential properties on 29/F. Please refer to the "Floor Plans of Residential Properties in the Development" section for details.

備註：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並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。
3. 不設四樓、十三樓、十四樓及二十四樓。
4. 天台平面圖所顯示的「私人平台」，實際上是構成二十九樓相關住宅物業部份的「天台」。詳情請參閱「發展項目中的住宅物業的樓面平面圖」一節。

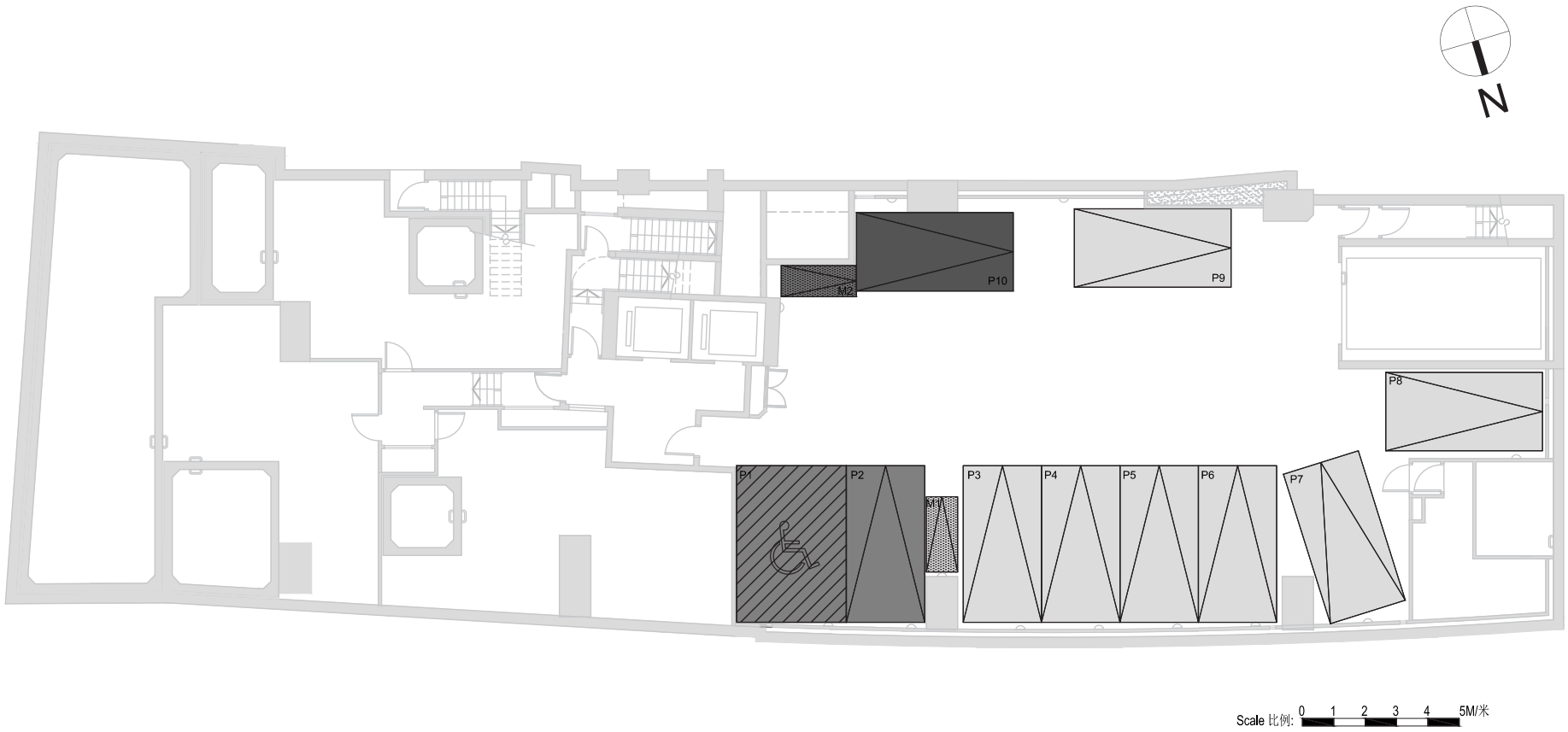
GROUND FLOOR PLAN
地下樓面平面圖



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

Category of Parking Space 停車位類別	Parking Space Number 停車位編號	No. 數目	Dimensions (Length x Width) (metre) 尺寸 (長 x 寬)(米)	Area per Parking Space (sq. m.) 每個停車位面積 (平方米)
Residential Loading and Unloading Space 住宅上落貨車位	L1	1	8 x 3.5	28
Commercial Loading and Unloading Space 商業上落貨車位	L2	1	8 x 3.5	28

BASEMENT FLOOR PLAN
地庫樓面平面圖



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

Category of Parking Space 停車位類別	Parking Space Number 停車位編號	No. 數目	Dimensions (Length x Width) (metre) 尺寸 (長 x 寬)(米)	Area per Parking Space (sq. m.) 每個停車位面積 (平方米)
Residential Car Parking Space 住宅停車位	P3 - P9	7	5 x 2.5	12.5
Visitor Parking Space 訪客停車位	P2	1	5 x 2.5	12.5
Visitor Parking Space (also serving as Accessible Parking Space) 訪客停車位亦作為暢通易達停車位	P1	1	5 x 3.5	17.5
Commercial Car Parking Space 商業停車位	P10	1	5 x 2.5	12.5
Residential Motor Cycle Parking Space 住宅電單車停車位	M1	1	2.4 x 1	2.4
Commercial Motor Cycle Parking Space 商業電單車停車位	M2	1	2.4 x 1	2.4

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

14

1. A prelimenary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase ("Preliminary Agreement").

2. The preliminary deposit paid by the purchaser on the signing of the Preliminary Agreement will be held by a firm of solicitors acting for the Owner, as stakeholders.

3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the Preliminary Agreement –
   (a) that Preliminary Agreement is terminated;
   (b) the preliminary deposit is forfeited; and
   (c) the Owner does not have any further claim against the purchaser for the failure.

1. 在簽署臨時買賣合約(「該臨時合約」)時須支付款額為5%的臨時訂金。

2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身份持有。

3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約–
   (a) 該臨時合約即告終止;
   (b) 有關的臨時訂金即予沒收; 及
   (c) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

A. Common parts of the Development

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

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

"Carpark Common Areas and Facilities" means and includes:-

(a) the whole of the Carpark (except the Parking Spaces, the Accessible Parking Space and the Visitor Parking Space) including but not limited to car lift '4', lift machine room (for car lift '4'), pipe duct (P.D.), car lift '4' shaft, car lift '4' pit, driveway, smoke vent outlets at high level (H/L), metal louvre (for exhaust air louvre) (M.L. (for E.A.L)) at high level (H/L), smoke vents, electric vehicle (EV) charger room, electric vehicle (EV) chargers (excluding those forming parts of the Development Common Areas and Facilities and the Residential Common Areas and Facilities), protected lobby to a required staircase, staircase, cavity wall, 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 for the purposes of identification only are shown coloured Indigo 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 this Deed; and

(c) such areas within the meaning of "common parts" as defined in Section 2 of the 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, the Residential Common Areas and Facilities and the Commercial Common Areas and Facilities.

"Commercial Common Areas and Facilities" means and includes:-

(a) water meter cabinet (W.M.C.) (for Shop), upper part of water meter cabinet (W.M.C.), the Commercial Loading and Unloading Space, such areas and facilities of and in the Land and the Development intended for the benefit of the Commercial Accommodation as a whole or otherwise not of any individual Owner which for the purposes of identification only are shown coloured Red 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 Commercial Common Areas and Facilities by the Owners in accordance with this Deed; and

(c) such areas within the meaning of "common parts" as defined in Section 2 of the Ordinance of and in the Land and the Development intended for the benefit of the Commercial Accommodation as a whole or otherwise not of any individual Owner

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

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

(a) Accessible Parking Space, electric vehicle (EV) chargers (excluding those forming parts of the Carpark Common Areas and Facilities and the Residential Common Areas and Facilities), reinforced concrete (R.C.) water tank for sprinkler, reinforced concrete (R.C.) water tank for rain water collection, fire service (F.S.) water and sprinkler tank and pump room, reinforced concrete (R.C.) water tank for fire service (F.S.), reinforced concrete (R.C.) water tank for membrane bio reactor (MBR), grey water and rain water treatment plant room, water meter cabinet(s) (W.M.C.(s)) (for fire service (F.S.)), water meter cabinet(s) (W.M.C.(s)) (for whole Development), reinforced concrete (R.C.) water tank for portable water transfer, portable flushing water transfer pump and tank room, lift '1', lift '1' shaft, fireman's lift lobby(ies), high voltage (HV) cable duct(s), lift pit, telecommunication (TELECOM) cable, gas valve cabinet, pipe duct (P.D.) room, pipe duct(s) (P.D.(s)), telecommunication broadcast equipment (T.B.E.) room (domestic), telecommunication broadcast equipment (T.B.E.) room (non-domestic), electrical meter room(s) (E.M.R.(s)), Caretakers' Counter, hose reel(s) (H.R.(s)), Caretakers' Office, fire control centre, refuse storage and material recovery chamber, waiting space, low headroom below 2M (metres), fire service (F.S.) sprinkler inlet and control valve, turn table, cabinet for turn table control, water pump room, telephone duct (TEL. D.), transformer room, slab opening (with removable reinforced concrete (R.C.) cover), air-conditioning (A/C) platform(s) (not forming parts of the Residential Units), lift shaft vent, architectural feature, Owners' Corporation office, low voltage (LV) switch room, upper part of transformer room, cable duct(s) (D.(s)), flushing and fresh water tank and pump room, reinforced concrete (R.C.) fresh water tank(s), lift machine room, emergency generator room, flat roof (not forming part of any Unit), run in/out, portion of the external walls on street level or Ground Floor and 1st Floor (not forming part of any Unit or the Residential Common Areas and Facilities and for the purposes of identification only are shown coloured Yellow on the elevation plans of the DMC Plans), Greenery Areas (including vertical greeneries (but excluding those forming parts of the Residential Common Areas and Facilities)), areas for installation or use of aerial broadcast distribution or telecommunication network facilities (excluding those forming part of the Residential Common Areas and Facilities) (A.B.D./T.N.F.) and 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 Yellow and Yellow Hatched Black 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 this Deed; and

(c) such areas within the meaning of "common parts" as defined in Section 2 of the 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, the Commercial Common Areas and Facilities, the Carpark Common Areas and Facilities, such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy thereof belongs to any particular Owner and such facilities within the Development serving only any particular Owner.

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

(a) Visitor Parking Space, electric vehicle (EV) chargers (excluding those forming parts of the Carpark Common Areas and Facilities and the Development Common Areas and Facilities), lift '2', lift '2' shaft, lift pit, entrance lobby, letter box area, Residential Loading and Unloading Space, architectural feature, fireman's lift lobby, common flat roof(s) (C.F.R.(s)), Clubhouse, common green roof, lift lobby(ies), electrical meter cabinet(s) (E.M.C.(s)), telephone duct(s) (TEL. D.(s)), refuse room(s), water meter cabinet(s) (W.M.C.(s)), pipe duct(s) (P.D.(s)), hose reel(s) (H.R.(s)), Curtain Wall, cover(s) for combined balcony(ies) and utility platform(s) (BAL. & U.P.) with air-conditioning (A/C) platform(s), portions of the external walls on street level or Ground Floor, 1st Floor and the external walls on 2nd Floor up to the roof (not forming part of any Unit or the Development Common Areas and Facilities and for the purposes of identification only such portions of the external walls on street level or Ground Floor and 1st Floor and the external walls on 2nd Floor are shown coloured Green on the elevation plans of the DMC Plans), Greenery Areas (including vertical greeneries (but excluding those forming parts of the Development Common Areas and Facilities)), areas for installation or use of aerial broadcast distribution or telecommunication network facilities (excluding those forming parts of the Development Common Areas and Facilities) (A.B.D./T.N.F.), recessed area(s) for pipe, canopy cover(s) for 28th Floor Plan, canopy cover(s) for 29th Floor Plan, 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 for the purposes of identification only are shown coloured Green and Green Hatched Black 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 Residential Common Areas and Facilities by the Owners in accordance with this Deed; and

(c) such areas within the meaning of "common parts" as defined in Section 2 of the 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, the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities.

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

Please refer to the "Table of Allocation of Undivided Shares" in this section below for the number of undivided shares assigned to each residential property.

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

The manager of the Development shall be appointed for an initial term of two (2) years commencing from the date of the DMC and to be continued

thereafter unless and until terminated in accordance with the terms of the DMC.

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

(a) Each Owner of a Unit (excluding the Financial Secretary Incorporated ("FSI")) shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development. 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 (if any).

(b) Each Owner of a Residential Unit shall contribute his due proportion of the budgeted Management Expenses under the second part of the annual budget which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units. 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.

(c) The Owners of the Residential Units shall contribute a fraction of the budgeted Management Expenses under the fourth part of the annual budget, which fraction shall be determined by the Manager on a fair and reasonable basis, having regard to such relevant factors which the Manager may in its absolute discretion think fit and giving due weight thereto, including without limitation, the areas of the Accessible Parking Space and the Visitor Parking Space, to the intent that the due proportion of contribution thereto paid by each Owner of a Residential Unit shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units. The fourth 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.

E. Basis on which the management fee deposit is fixed

The amount of management fee deposit shall be a sum equal to 2/12th of the first year's budgeted Management Expenses payable in respect of a Unit (excluding the Government Accommodation).

F. The area In the Development retained by the Vendor for the Vendor's own use

Not applicable.

Note:

Unless otherwise defined in this sales brochure, the capitalized terms used in this "Summary of Deed of Mutual Covenant" section shall have the same meaning of such terms in the DMC.

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

Table of Allocation of Undivided Shares

Floor	Unit	Undivided Shares
3rd Floor	Flat A	35
	Flat B	36
	Flat C	29
	Flat D	29
	Flat E	29
	Flat F	33
	Flat G	35
5th Floor - 12th Floor 15th Floor - 23rd Floor 25th Floor - 26th Floor (19 storeys)	Flat A	31 each
	Flat B	32 each
	Flat C	32 each
	Flat D	32 each
	Flat E	32 each
	Flat F	32 each
	Flat G	32 each
27th Floor - 28th Floor (2 storeys)	Flat A	31 each
	Flat B	32 each
	Flat C	45 each
	Flat E	45 each
	Flat F	32 each
	Flat G	32 each
29th Floor - Roof	Flat A	35
	Flat C	91
	Flat E	95
	Flat G	35

Remark: 4/F, 13/F, 14/F and 24/F are omitted.

A. 發展項目的公用部分

發展項目的《公契及管理協議》(「公契」)訂明:

「**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」、「商業公用地方及設施」和「停車場公用地方及設施」。

「**停車場公用地方及設施**」指並包括:-

(a) 整個停車場(停車位、暢通易達停車位及訪客車位除外),包括但不限於4號車輛升降機、車輛升降機機房(4號車輛升降機專用)、水管槽(P.D.)、4號車輛升降機井、4號車輛升降機槽、車道、高水平(H/L)排氣管出口、高水平(H/L)金屬百葉板(M.L.)(排氣百葉板(E.A.L)專用)、排煙口、電動車(EV)充電器房、電動車(EV)充電器(構成發展項目公用地方及設施和住宅公用地方及設施的除外)、通往指定樓梯的防護廊、樓梯、空心牆以及該土地及發展項目內擬供整個停車場享用或並非供任何個別業主專用的地方及設施,在公契圖則上用靛藍色顯示,僅供識別;

(b) 該土地及發展項目內由業主於任何時間依照本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屬於《建築物管理條例》第2條界定的「公用部分」的地方,擬供整個停車場享用而非供任何個別業主專用,

但是不包括發展項目公用地方及設施、住宅公用地方及設施和商業公用地方及設施。

「**商業公用地方及設施**」指並包括:-

(a) 該土地及發展項目內的水錶櫃(W.M.C)(商舖專用)、水錶櫃(W.M.C.)上部、商業上落貨車位,以及擬供整個商業樓宇享用或並非供任何個別業主專用的地方及設施,在公契圖則上用紅色顯示,僅供識別;

(b) 該土地及發展項目內由業主於任何時間依照本公契指定為商業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屬於《建築物管理條例》第2條界定的「公用部分」的地方,擬供整個商業樓宇享用而非供任何個別業主專用,

但不包括發展項目公用地方及設施、住宅公用地方及設施及停車場公用地方及設施。

「**發展項目公用地方及設施**」指及包括:

(a) 暢通易達停車位、電動車(EV)充電器(構成停車場公用地方及設施和住宅公用地方及設施一部分除外)、鋼筋混凝土(R.C.)消防花灑水箱、鋼筋混凝土(R.C.)雨水箱、消防(F.S.)用水和消防花灑水箱及泵房、鋼筋混凝土(R.C.)消防水箱、鋼筋混凝土(R.C.)薄膜生物反應器(MBR)水箱、中水及雨水處理機房、水錶櫃(W.M.C.(s))(消防(F.S.)專用)、水錶櫃(W.M.C.)(發展項目整體)、鋼筋混凝土(R.C.)食水輸送水箱、沖廁水輸送泵及水箱房、1號升降機、1號升降機槽、消防員升降機大堂、高壓(HV)電纜槽、升降機井、電訊(TELECOM)電纜、氣閥櫃、水管槽(P.D.)房、水管槽(P.D.(s))、電訊廣播設備(T.B.E.)室(住宅)、電訊廣播設備(T.B.E.)室(非住宅)、電錶房(E.M.R.(s))、管理員櫃檯、喉轆(H.R.(s))、管理員辦事處、消防控制中心、垃圾及物料回收房、等候區、兩米(M)以下低通行高度、消防(F.S.)花灑入水掣及控制閥、轉台、轉台控制櫃、水泵房、電話線槽(TEL.D.)、變壓器房、樓板開口(設有可開啟鋼筋混凝土(R.C.)蓋)、空調機(A/C)平台(不構成任何住宅單位)、升降機槽排氣口、建築裝飾、業主立案法團辦事處、低壓(LV)電掣房、變壓器房上部、電纜槽(D.(s))、沖廁水和食水箱及泵房、鋼筋混凝土(R.C.)食水箱、升降機機房、緊急發電機房、平台(不構成任何單位)、車輛出入通道、街面或地下及一樓外牆部分(不構成任何單位或住宅公用地方及設施,現於公契圖則的立面圖上用黃色顯示,僅供識別)、綠化區(包括垂直綠化設施(但不包括構成住宅公用地方及設施的部分))、安裝或使用天線廣播分布或電訊網絡設施(A.B.D./T.N.F.)的地方(構成住宅公用地方及設施的部分除外),以及該土地及發展項目內擬供整個發展項目共同使用及享用的地方和設施,現於公契圖則用黃色及黃色間黑斜線顯示,僅供識別;

(b) 該土地及發展項目內由業主於任何時間依照本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屬於《建築物管理條例》第2條界定的「公用部分」的地方,擬供整個發展項目共同使用及享用,

但是不包括住宅公用地方及設施、商業公用地方及設施、停車場公用地方及設施、發展項目內持有、使用、佔用與享用獨有權及特權歸屬任何個別業主的地方,以及發展項目內只供任何個別業主專用的設施。

「**住宅公用地方及設施**」指及包括:

(a) 訪客車位、電動車(EV)充電器(構成停車場公用地方及設施和發展項目公用地方及設施的除外)、2號升降機、2號升降機槽、升降機井、入口大堂、信箱範圍、住宅裝卸車位、建築裝飾、消防員升降機大堂、公共平台(C.F.R.(s))、會所、公共綠化天台、升降機大堂、電錶櫃(E.M.C.(s))、電話線槽(TEL.D.(s))、垃圾房、水錶櫃(W.M.C.(s))、水管槽(P.D.(s))、喉轆(H.R.(s))、幕牆、合併露台及工作平台(BAL. & U.P.))連空調機(A/C)平台之上蓋、街面或地下及一樓外牆部分、二樓至天台外牆(不構成任何單位或發展項目公用地方及設施,該等街面或地下及一樓外牆部分、二樓外牆在公契圖則的立面圖用綠色顯示,僅供識別)、綠化區(包括垂直綠化設施(但不包括構成發展項目公用地方及設施的部分))、安裝或使用天線廣播分布或電訊網絡設施(A.B.D./T.N.F.)的地方(構成發展項目公用地方及設施的部分除外)、喉管凹位、二十八樓平面圖之簷篷蓋、二十九樓平面圖之簷篷蓋、該土地及發展項目內擬供住宅樓宇整體享用或並非供任何個別業主專用的該等地方及設施,在公契圖則上用綠色及綠色間黑斜線顯示,僅供識別;

(b) 該土地及發展項目內由業主於任何時間依照本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屬於《建築物管理條例》第2條界定的「公用部分」的地方,擬供整個住宅樓宇享用而非供任何個別業主專用,

但不包括發展項目公用地方及設施、商業公用地方及設施和停車場公用地方及設施。

B. 分配予發展項目中的每個住宅物業的不分割份數的數目

有關分配給每個住宅物業的不分割份數數目,請參閱本節下文「不分割份數分配表」。

C. 有關發展項目的管理人的委任年期

發展項目管理人的首屆任期為公契生效日計兩(2)年,之後管理人的委任將持續有效直至按照公契條文規定終止。

D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

(a) 單位的每一位業主(不包括財政司司長法團("FSI"))應分擔年度預算的第一部分中預算管理費用的其相應比例,該比例應等於其單位的管理份額除以發展項目的管理份額總數。第一部分應涵蓋管理人認為(除非有明顯錯誤,管理人的決定是終局性的)為所有業主的利益或為妥善管理該土地和發展項目、發展項目公用地方和設施、項目,以及斜坡和護土牆(如有)的所有開支。

(b) 住宅單位的每一位業主應分擔年度預算的第二部分中預算管理費用的其相應比例,該比例應等於其住宅單位的管理份額除以所有住宅單位的管理份額總額。第二部分應涵蓋管理人認為(除非有明顯錯誤,管理人的決定是終局性的)特別適用於住宅公用地方和設施的所有支出。

(c) 住宅單位的業主應分擔一部分年度預算第四部分中的預算管理費用,該部分應由管理人在公平合理的基礎上,並根據其有絕對酌情權認為合適並給予應有的重視的相關因素確定,包括但不限於暢通易達停車位和訪客停車位的面積,目的是使住宅單位的每個業主支付的預算管理費用的比例應等於其住宅單位的管理份額除以所有住宅單位的管理份額總數。第四部分應涵蓋管理人認為(除非有明顯錯誤,管理人的決定是終局性的)特別適用於停車場公用地方和設施的所有支出。

E. 計算管理費按金的基準

管理費按金相等於每個單位(不包括政府物業)根據首年管理預算案需繳付管理開支的12份之2。

F. 擁有人在發展項目中保留作自用的範圍(如有)

不適用。

備註:

除本售樓說明書另賦予定義外,本節「公契的摘要」內所用的專有詞彙具有公契內該等詞彙相同的意義。

欲悉詳情請參考公契最新擬稿。公契的副本已備存於售樓處在開放時間免費供閱覽,亦可要求並支付必要影印費用獲取公契的副本。

不分割份數分配表

樓層	單位	不分割份數
三樓	A	35
	B	36
	C	29
	D	29
	E	29
	F	33
	G	35
五樓至十二樓 十五樓至二十三樓 二十五樓至二十六樓 (19層)	A	每單位 31
	B	每單位 32
	C	每單位 32
	D	每單位 32
	E	每單位 32
	F	每單位 32
	G	每單位 32
二十七樓至二十八樓 (2層)	A	每單位 31
	B	每單位 32
	C	每單位 45
	E	每單位 45
	F	每單位 32
	G	每單位 32
二十九樓至天台	A	35
	C	91
	E	95
	G	35

備註: 不設四樓、十三樓、十四樓和二十四樓。

(a) the lot number of the land on which the development is situated

1. The Development is constructed on Kwun Tong Inland Lot No. 764 **("lot")** which is held under the Conditions of Grant No. 20344 dated 17 June 2019 **("Land Grant").**

(b) the term of years under the lease

2. The lot is granted for a term of 50 years commencing from 17 June 2019.

(c) the user restrictions applicable to that land

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

"(a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding 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 the 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 Conditions Nos. (38) and (39) 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 Grantee.

(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(s) a basement level or basement levels shall be final and binding on the Grantee."

(d) the facilities that are required to be constructed and provided for the Government, or for public use

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

"(a) The Grantee shall:

(i) on or before the 31st day of December, 2023* or such other extended date as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on 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.

(*According to the letter dated 2 November 2020 issued by the District Lands Office/Kowloon East, this date shall be amended to 30 June 2024.)

(ii) on or before the 31st day of December, 2023* or such other extended 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

(*According to the letter dated 2 November 2020 issued by the District Lands Office/Kowloon East, this date shall be amended to 30 June 2024.)

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

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

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (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 or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance."

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

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

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

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof."

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

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

(i) permit the Director, his officers, contractors and any other persons authorized by him, 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. (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(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, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises. The Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and

(iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for

the purpose of carrying out any works in relation to the operation, maintenance, repairing replacement and alteration of any other waterworks installations within the Green Area.

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

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

"(a) The Grantee 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. (14)(a) hereof, a 48-place Day Care Centre for the Elderly with a net operational floor area of not less than 303 square metres to be completed and made fit for occupation and operation on or before the 31st day of December, 2023* (which accommodation 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 Grantee) is hereinafter collectively referred to as "the Government Accommodation").

(*According to the letter dated 2 November 2020 issued by the District Lands Office/Kowloon East, this date shall be amended to 30 June 2024.)

(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 and partitions, circulation areas, staircases, staircase halls, lift landings, space occupied by toilet facilities, 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."

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

"(a) (i) The Grantee 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 Grantee 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 the Demolition and Removal Works referred to in Special Condition No. (3) hereof and site formation works shall be commenced 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 and the approval under Special Condition No. (12)(f) hereof shall have been obtained."

10. Special Condition No. (15) 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 Grantee 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 Grantee 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."

11. Special Condition No. (17) 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 Grantee shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the Government Accommodation or any part thereof or the Construction Works of the Government Accommodation or any part thereof forthwith upon the same becoming known to the Grantee, 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 Grantee 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 or any part thereof.

(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 Grantee shall indemnify the Government and the Director from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the Construction Works of the Government Accommodation or any part thereof."

12. Special Condition No. (18) 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, the Grantee shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty if the Grantee 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. (13)(a) hereof, a sum calculated at the rate of HK$2,200.00 per day from the date immediately following the date specified in Special Condition No. (13)(a) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (19) hereof.

PROVIDED that in case of default of payment of the whole or any part of liquidated damages by the Grantee, the Director shall without prejudice to his other rights and remedies herein contained be entitled to deduct from the sum payable to the Grantee under Special Condition No. (21)(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 Grantee from any of his obligations remaining to be observed and performed."

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

"(a) Within 14 days after completion of the Government Accommodation or such part thereof, the Grantee 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 Grantee for the development of the lot that the Government Accommodation or such part thereof has been completed in accordance with these Conditions.

(b) Where in the opinion of the Director (whose decision in this respect shall be final and binding upon the Grantee) the Government Accommodation has been completed and made fit for occupation and operation to his satisfaction, the Director shall issue to the Grantee a certificate of completion to that effect Provided that the Director may in his absolute discretion issue a certificate of completion in respect of a part of the

Government Accommodation which the Director considers to have been completed and made fit for occupation and operation to his satisfaction.

(c) Notwithstanding the issue of any certificate of completion by the Director, the Grantee shall not be absolved from any of his liabilities under Special Conditions Nos.(17)(e) and (24) hereof nor any other obligations remaining to be observed and performed by him under these Conditions."

14. Special Condition No. (20) of the Land Grant stipulates that:-

"(a) The Grantee 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 Grantee, 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 Grantee shall complete the assignment of the Government Accommodation or any part thereof in respect of which a certificate of completion shall have been issued under Special Condition No.(19) hereof within such time or times 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 Grantee.

(c) When called upon to do so by the Director (irrespective of whether the Grantee shall have been called upon to assign under sub-clause (a) of this Special Condition) the Grantee shall submit or cause to be submitted to the Director for his approval in writing an Assignment in respect of the Government Accommodation or such part thereof as may be required by the Director, 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 or any part thereof, the Grantee shall deliver to F.S.I. at the expense of the Grantee one set of the original/certified copies of deeds and documents of title relating to the lot and the Memorial of the Assignment in respect of the Government Accommodation or such part thereof duly completed and verified by the certificate of the solicitor for the Grantee. All Land Registry fees payable on registration of the Assignment shall be borne by the Grantee solely."

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

"(a) In consideration of the assignment of the Government Accommodation as provided for in Special Condition No. (20) hereof and subject to Special Condition No. (18)(a) hereof, F.S.I. shall pay to the Grantee in one lump sum a sum of HK$14,920,000.00 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 30 days of being called upon so to do by the Director, the Grantee 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 Grantee for the development of the lot, specifying the monies expended by the Grantee 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. (19) hereof (including (if any) all professional fees, costs, supervisory, overhead and any other charges which may be incurred by the Grantee 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 Grantee to amplify in writing any details contained in the Statement and to require the Grantee 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 Grantee."

16. Special Condition No. (22) 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. (20) hereof, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director in respect of which a certificate of completion shall have been issued under Special Condition No. (19) hereof and the Grantee 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."

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

"(a) Without prejudice to the provisions of Special Condition No. (24) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (24)(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 "Grantee" shall exclude his assigns."

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

"(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly 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 Grantee 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 Grantee of the Government Accommodation (hereinafter referred to as "Defects Liability Period").

(b) Whenever required by the Director and/or F.S.I., the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. 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 or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the date of delivery of possession thereof by the Grantee.

(c) The Director and/or F.S.I. will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the relevant part 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 Grantee 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 relevant part of the Government Accommodation and the building services installations therefor and the Grantee 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 and/or F.S.I.

(d) If the Grantee 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 and/or F.S.I. and all costs and charges incurred in connection therewith by the Government and/or F.S.I. as certified by the Director (whose decision shall be final and binding upon the Grantee) 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 Grantee provided that the Government and/or 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 Grantee to the Government and/or F.S.I. 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 Grantee the deficit shall be paid by the Grantee on demand.

(e) The Grantee shall contemporaneously with the assignment of the Government Accommodation as provided for in Special Condition No. (20) hereof, deposit with the Government a sum of HK$1,492,000.00 (hereinafter referred to as "the security money"). Subject to the proviso to sub-clause (d) of this Special Condition, the security money shall become due to the Grantee upon the expiry of such Defects Liability Period as relating to the Government Accommodation and the Grantee satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director and/or F.S.I. (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).

(f) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns."

19. Special Condition No. (25) of the Land Grant stipulates that:-

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

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

"(a) The Grantee 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. (35)(a)(iv)(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/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 Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the failure of the Grantee to maintain the Items.

(c) For the purpose of this Special Condition only, the expression "Grantee" shall exclude F.S.I.."

(e) the grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land

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

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

(*According to the letter dated 2 November 2020 issued by the District Lands Office/Kowloon East, this date shall be amended to 30 June 2024.)

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

"The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director."

23. Special Condition No. (49) of the Land Grant stipulates that:-

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

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

"(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify and keep indemnified the Government and its officers from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance caused by such storm-water or rain-water.

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense 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 Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

(f) the lease conditions that are onerous to a purchaser

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

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

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

(ii) maintain all buildings erected or which may hereafter be erected

in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

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

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

"(a) The Grantee acknowledges that as at the date of this Agreement there are some buildings and structures existing on the lot and parts of which encroach on, project over and protrude to the adjacent Government land (the parts of which that are within the lot are hereinafter collectively referred to as "the Existing Buildings and Structures" and the parts of which that encroach on, project over and protrude to the adjacent Government land are hereinafter collectively referred to as "the Extended Structures"). Prior to the date specified in Special Condition No. (8) hereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Buildings and Structures and the Extended Structures (the works for such demolition and removal are hereinafter collectively referred to as "the Demolition and Removal Works"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the use, presence, subsequent demolition or removal of the Existing Buildings and Structures and the Extended Structures, and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the use, presence of or subsequent demolition or removal of the Existing Buildings and Structures and the Extended Structures.

(b) For the avoidance of doubt, the existence of the Existing Buildings and Structures and the Extended Structures and the fact that the lot is granted subject to the existence of the same shall not in any way relieve the Grantee of or release, discharge, lessen or vary the Grantee's obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions."

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

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

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

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

……

(f) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than site formation works and the Demolition and Removal Works) shall be commenced on the lot until such approval shall have been obtained and that the plans of the Government Accommodation (to be erected, constructed and provided under Special Condition No. (13)(a) hereof) shall have been approved by the Director under Special Condition No. (14)(b) hereof. For the purpose of these Conditions "building works" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."

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

"Except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the area shown coloured pink stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Stippled Black Area") at the ground level or levels or within the air space extending upwards from the ground level or levels of the Pink Stippled Black Area to a height of 15 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level or levels shall be final and binding on the Grantee."

30. Special Condition No. (28) of the Land Grant stipulates that:-

"Notwithstanding the maximum gross floor area permitted under Special Conditions Nos. (12)(c) and (12)(d) hereof, the Grantee may erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director."

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

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

(b) For the purpose of calculating the total gross floor area respectively stipulated in Special Conditions Nos. (12)(c) and (12)(d) hereof, subject to Special Condition No. (52)(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 calculations.

(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. (35)(a)(v) hereof;

(ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and

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

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

"The Grantee shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director. Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Grantee shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed."

33. Special Condition No. (38) of the Land Grant stipulates that:-

"(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at 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 for or to a number of the Residential Parking Spaces different from those set out in the table below):

Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 33.3 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 19.0 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 6.3 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 2.4 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 1.8 residential units or part thereof
Not less than 160 square metres	One space for every 0.7 residential unit or part thereof

(ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of the Residential Parking Spaces to be provided 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) of this Special Condition. 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 are not taken into account for the calculation of gross floor areas respectively stipulated in Special Conditions Nos. (12)(c) and (12)(d) 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 are not taken into account for the calculation of gross floor areas respectively stipulated in Special Conditions Nos. (12)(c) and (12)(d) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula:

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

(iii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of 2 spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.

(iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(b) (i) One space or such other number as may be approved by the Director shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation for the part or parts of the building or buildings erected or to be erected on the lot used or to be used for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.

(ii) The space or spaces provided under sub-clause (b)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in sub-clause (b)(i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said space or 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) (as may be varied under Special Condition No. (40) hereof), (a)(iii) and (b) (as may be varied under Special Condition No. (40)(a) hereof) of this Special Condition, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for the Disable Persons.

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

(d) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate:

(I) 10 percent of the total number of the Residential Parking Spaces required to be provided under sub-clause (a)(i) of this Special Condition (hereinafter referred to as "the Residential Motor Cycle Parking Spaces"); and

(II) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition;

If the number of spaces to be provided under this sub-clause (d)(i) is a decimal number, the same shall be rounded up to the next whole number.

(ii) 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 residential units in 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.

(iii) The spaces provided under sub-clause (d)(i)(II) of this Special Condition 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 occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in sub-clause (b)(i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(e) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (40) hereof), (a)(iii) and (b) (as may be varied under Special Condition No. (40)(a) hereof) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(ii) The dimension of each of the Parking Spaces for the 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."

34. Special Condition No. (39) 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 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 unit; and

(ii) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes.

(b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 8.0 metres in length with a minimum headroom of 3.6 metres. Subject to sub-clause (c) of this Special Condition, 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 referred to therein.

(c) Notwithstanding sub-clauses (a) and (b) of this Special Condition, at least one of the spaces provided under sub-clause (a)(II) of this Special Condition shall be designated and simultaneously used as a space for the purposes of picking up and setting down of passengers from motor vehicles (including but not limited to private light buses and ambulances) in connection with the Government Accommodation referred to in Special Condition No. (13)(a) hereof and the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

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

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

"(a) Notwithstanding Special Conditions Nos. (38)(a)(i) and (38)(b) hereof, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective numbers of spaces required to be provided under Special Condition No. (38)(a)(i) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent."

36. Special Condition No. (42) of the Land Grant stipulates that:-

"(a) 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 erected or to be erected on the lot; or

(II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

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

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the 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 erected or to be erected on the lot.

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

(c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.

(d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for the Disabled Persons."

37. Special Condition No. (44) 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 Conditions Nos. (38), (39) and (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 (except the assignment and the delivery of vacant possession of the Government Accommodation respectively under Special Conditions Nos. (20)(a) and (22) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (33)(c) hereof and a building mortgage under Special Condition No. (33)(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 said 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. (38) and (39) hereof. The Grantee shall maintain the parking, loading and unloading spaces, and other spaces, 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."

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

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

39. Special Condition No. (46) of the Land Grant stipulates that:-

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

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (45) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government, its agents and contractors from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.

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

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

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

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

"(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or directly out of or in connection with any damage or nuisance to private property caused by such erosion, washing down or dumping.

(b) Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof."

42. Special Condition No. (53) 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 the purpose of this "Summary of Land Grant" section, "the Grantee" means Urban Renewal Authority and where the context so admits or requires includes its successors and assigns; "the Government" refers to the Government of the Hong Kong Special Administrative Region; "the Director" refers to the Director of Lands; "Hong Kong" refers to the Hong Kong Special Administrative Region; and "these Conditions" mean and include the General and Special Conditions of the Land Grant.

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

(a) 發展項目所位於的土地的地段編號

1. 「發展項目」興建於觀塘內地段第764號(「**該地段**」),「該地段」根據2019年6月17日訂立的批地條件第20344號(「**批地文件**」)承批。

(b) 有關租契規定的年期

2. 「該地段」的批地年期由2019年6月17日起為期50年。

(c) 適用於該土地的用途限制

3. 「批地文件」特別條件第(9)條訂明:

"(a) 受限於本特別條件(b)款之規定,「該地段」或其任何部分或該處已建或擬建的任何一座或多座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) 除下列用途外,「該地段」任何已建或擬建的建築物或建築物任何部分不可作其他用途:

(i) 最低三層只可作非工業用途(不包括貨倉、酒店及加油站),但為免存疑,地庫層(如已建成),則不論樓面面積大小或該樓層的範圍,均會就本特別條件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件(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一個或多個地庫層(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批地條件的特別條件第(38)條及第(39)條指定提供的車位、上落貨車位或機器房或兩者,一律不計入本特別條件(b)款所載的樓層。「署長」就任何樓層是否專門作本(c)款所載的許可用途所作的決定將作終論,並對「承批人」約束。

(d) 就本特別條件而言,「署長」就何謂一個或多個樓層或任何樓層是否構成一個或多個地庫層所作的決定將作終論,並對「承批人」約束。"

(d) 按規定須興建並提供予政府或供公眾使用的設施

4. 「批地文件」特別條件第(4)條訂明:

"(a) 「承批人」須:

(i) 在2023年12月31日*或之前或「署長」批准的其他延長日期,自費以「署長」批准的方式及物料,按「署長」批准的標準、水平、定線和設計進行下列工程,以全面令「署長」滿意:

(I) 在本批地條件所夾附圖則上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) 按「署長」全權酌情規定,提供和建造橋、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」建造建築物及供車輛和行人往來;

(*根據九龍東區地政處發出的日期為2020年11月2日的函件,此日期修訂為2024年6月30日。)

(ii) 在2023年12月31日*或之前或「署長」批准的其他延長日期,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,並且按照「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記;及

(*根據九龍東區地政處發出的日期為2020年11月2日的函件,此日期修訂為2024年6月30日。)

(iii) 自費維修「綠色範圍」連同「構築物」和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、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」管有權按照本批地條件的特別條件第(5)條交還「政府」為止。

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

(c) 倘因「承批人」履行本特別條件(a)款所訂責任或因「政府」行使本特別條件(b)款所訂權利等而使「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾,「署長」概毋須就此承擔責任,「承批人」亦不可就任何此等損失、損害、滋擾或騷擾向「政府」、「署長」或其授權官員提出申索賠償。"

5. 「批地文件」特別條件第(5)訂明:

"茲為執行本批地條件的特別條件第(4)條所訂的工程,「承批人」將在「本協議」生效日獲授予「綠色範圍」的管有權。「承批人」應在「政府」要求時將「綠色範圍」交還「政府」,而於任何情況下「綠色範圍」亦會被視為在「署長」發函說明「承批人」已以其滿意的方式全面履行「此等條件」當日交還「政府」。「承批人」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」,並且確保不會因為執行本批地條件的特別條件第(4)條等規定的工程而干預或阻礙此等通行權。"

6. 「批地文件」特別條件第(6)條訂明:

"如事前未獲「署長」書面同意,「承批人」不得使用「綠色範圍」儲物或搭建任何臨時構築物或作並非執行本批地條件的特別條件第(4)條所訂工程的任何其他用途。"

7. 「批地文件」特別條件第(7)條訂明:

"(a) 「承批人」佔管「綠色範圍」期間,必須在所有合理時間:

(i) 允許「署長」、其官員、承辦商及其授權的任何其他人等行使權利通行、進出、往返和行經「該地段」及「綠色範圍」,以便檢查、檢驗及監督任何遵照本批地條件的特別條件第(4)(a)條執行的工程,以及執行、檢驗、檢查及監督任何遵照本批地條件的特別條件第(4)(b)條執行的工程和「署長」認為有必要在「綠色範圍」實施的任何其他工程;

(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、往返和行經「該地段」及「綠色範圍」,旨在「綠色範圍」或任何毗連土地之內、其上或其下執行任何工程,其中包括但不限於按需要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)和其他服務。「承批人」應與「政府」及「政府」正式授權的相關公用事業公司充分合作,以處理所有關於在「綠色範圍」內執行的任何上述工程之事項;及

(iii) 允許水務監督的官員及彼等授權的其他人等有權按需要通行、進出、往返及行經「該地段」和「綠色範圍」,以便執行任何關於運作、維修、修理、更換及改動「綠色範圍」內任何其他水務裝置的工程。

(b) 倘因「政府」或其官員、代理人、承辦商和任何其他人等或根據本特別條件(a)款正式獲授權的公用事業公司行使權利導致或連帶「承批人」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。"

8. 「批地文件」特別條件第(13)條訂明:

"(a) 「承批人」應自費以「署長」全面滿意的良好工藝,按照本批地條件所夾附「工程規格附表」(以下簡稱「工程規格附表」)及根據本批地條件的特別條件第(14)(a)條批核的圖則,於「該地段」內興建、建造和提供一間設有48個名額的長者日間護理中心,淨作業樓面面積不少於303平方米,於2023年12月31日*或之前建成並適宜佔用及運作(該處所連同「署長」全權酌情指定(其決定將作終論並對「承批人」約束)為該處專用的任何其他地方、設施、服務設備及裝置,以下統稱「政府物業」)。

(*根據九龍東區地政處發出的日期為2020年11月2日的函件,此日期修訂為2024年6月30日。)

(b) 「政府」現保留權利全權酌情隨時改動或更改「政府物業」或其任何部分的用途。

(c) (i) 為釐定「政府物業」任何部分的淨作業樓面面積,除非另有說明,否則淨作業樓面面積將視作包括「工程規格附表」列明「政府物業」內的所有房間及空間之淨樓面總面積,但不包括任何構築物及間隔、通道區、樓梯、樓梯間、電梯等候處、廁所設施所佔空間、電梯和冷氣系統等機電服務設施。

(ii) 就本特別條件而言,個別房間或空間的淨樓面面積指該房間或空間周邊圍牆或邊界內的面積,即該房間或空間的已整飾或概念性牆壁表面、獨立柱或牆柱之間距離所得的面積。"

9. 「批地文件」特別條件第(14)條訂明：

"(a)(i) 「承批人」應向「署長」提交或達致他人提交「政府物業」圖則以供書面批核。「政府物業」圖則應註明「政府物業」的樓層、位置及設計詳情和「署長」要求的任何其他資料。

(ii) 「政府物業」圖則獲批准後，除非事前獲「署長」書面批准或「署長」規定，否則「承批人」不得再行修改、更改、改動、變更或取替。

(iii) 根據本(a)款批核的「政府物業」圖則將被視作已包含「署長」事後批准或規定的任何修改、更改、改動、變更或替代。

(b) 直至「署長」根據本特別條件(a)款批核「政府物業」的圖則和發出本批地條件的特別條件第(12)(f)條訂明的批准之前，概不可在「該地段」展開任何建造工程，但特別條件第(3)條所載的「拆卸及清拆工程」和地盤平整工程除外。"

10. 「批地文件」特別條件第(15)條訂明：

"(a) 「署長」有權按其全權酌情為恰當，修改、更改、改動、變更或替代「工程規格附表」。

(b) 「承批人」事前必須徵取「署長」書面批准，方可修改、更改、改動、變更或替代「工程規格附表」。

(c) 「署長」根據本特別條件(a)款進行或「承批人」按照本特別條件(b)款規定經「署長」批准進行的任何修改、更改、改動、變更或替代，一律視作已納入「工程規格附表」並構成其一部分。

(d) 如「工程規格附表」與「此等條件」有任何歧義或差異，概以「此等條件」為準。"

11. 「批地文件」特別條件第(17)條訂明：

"(a) 「署長」可全權酌情指定「政府」部門官員(以下簡稱「政府官員」)整體監管「政府物業」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「政府物業」的「建造工程」按照「此等條件」實施。

(b) 當「承批人」、其僱員、代理人、承辦商及工人知悉任何影響或關乎「政府物業」或其任何部分或「政府物業」「建造工程」或其任何部分的狀況、限制、規定和資訊，必須即時通知「政府官員」，並須提供所有圖則、工地記錄、通知、函件、證明書、批准書及資料，以及在「政府官員」要求時提供所有必要支援和合作。

(c) 「承批人」須不時通知「署長」及「政府官員」其何時可向建築事務監督申領「政府物業」或其任何部分的相關「佔用許可證」或「臨時佔用許可證」。

(d) 倘因「政府官員」行使本特別條件(a)款所賦予權力而招致或引起任何性質的費用、索償、訴求、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) 「承批人」須就「政府物業」或其任何部分的「建造工程」所直接或間接招致或引起的任何責任、索償、損失、損害、開支、收費、費用、訴求、訴訟及法律程序向「政府」及「署長」作出彌償。"

12. 「批地文件」特別條件第(18)條訂明：

"(a) 除向「政府」支付其要求的任何其他款項外，茲毋損「此等條件」等賦予「政府」的權利，倘「承批人」未能在本批地條件的特別條件第(13)(a)條所訂的日期前以「署長」滿意的方式完成建造「政府物業」並達致適合佔用和運作，「承批人」須按照本批地條件協定，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HK$2,200.00，由本批地條件的特別條件第(13)(a)條訂明的日期翌日開始，直至及包括「署長」根據本批地條件的特別條件第(19)條所發出完工證明書訂明的日期每日計收。

如「承批人」違約拖欠全數或部分算定損害賠償，則以毋損本批地條件所載「署長」的其他權利及補償權為原則，「署長」有權從本批地條件的特別條件第(21)(a)條訂明應付予「承批人」的款項中扣除上述算定損害賠償。

(b) 為免存疑，現協議及聲明儘管「政府」收取上述任何算定損害賠償，本批地條件訂明「承批人」仍須履行和遵守的任何其他責任亦概不免除。"

13. 「批地文件」特別條件第(19)條訂明：

"(a) 「政府物業」或其相關部分落成後，「承批人」應在14日內向「署長」提交由「承批人」就發展「該地段」所聘用的認可人士(定義以《建築物條例》、其任何附屬規例和任何相關修訂法例所訂為準)簽發的證明書，證明已依照「此等條件」建成「政府物業」或其相關部分。

(b) 如「署長」認為(其有關決定將作終論並對「承批人」約束)「政府物業」已以其滿意的方式建成並適合佔用和運作，便會就此向「承批人」發出完工證明書。然而，「署長」可全權酌情就其認為已以其滿意的方式建成並適宜佔用和運作的「政府物業」部分簽發完工證明書。

(c) 儘管「署長」簽發任何完工證明書，本批地條件的特別條件第(17)(e)條及第(24)條訂明「承批人」應有的責任和「此等條件」指定其仍須遵守及履行的其他責任亦不會因此免除。"

14. 「批地文件」特別條件第(20)條訂明：

"(a) 「承批人」應在「署長」通知時，自費以騰空交還管有權並且不帶任何產權負擔的形式，向根據《財政司司長法團條例》、其任何附屬規例和任何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」一詞的定義包括其繼承人及受讓人)轉讓本特別條件(b)款所訂的不分割份數連同「政府物業」的使用、佔用與享用專屬權，並且在「署長」以書面指定的期限內完成轉讓已根據本批地條件的特別條件第(19)條獲發完工證明書的「政府物業」或其任何部分。

(b) 依照本特別條件(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「政府物業」總樓面面積佔現已或將會建於「該地段」內所有建築物總樓面面積的比例釐定，「署長」的有關決定將作終論並對「承批人」約束。

(c) 「承批人」應在「署長」要求時(不論「承批人」是否根據本特別條件(a)款所訂被要求轉讓)，向「署長」提交或達致他人提交「署長」指定的「政府物業」或其任何部分之「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的條文。

(d) 「政府物業」或其任何部分的轉讓交易完成後，「承批人」應自費向「財政司司長法團」提交一套「該地段」業權契約及文件的正本/核證文本，以及由「承批人」律師填妥並簽發證明書核實的「政府物業」或其任何部分「轉讓契約」的「註冊摘要」。於土地註冊處註冊「轉讓契約」的所有應繳費用，一律由「承批人」獨力承擔。"

15. 「批地文件」特別條件第(21)條訂明：

"(a) 鑒於「承批人」如本批地條件的特別條件第(20)條所訂轉讓「政府物業」並且受限於本批地條件的特別條件第(18)(a)條之規定，「財政司司長法團」將向「承批人」以一筆整付方式支付HK$14,920,000.00或「署長」根據「承批人」依照本特別條件(b)款提交的報表釐定而相等於實際建築費用的金額，二者取其較低。

(b) 「承批人」應盡早及在任何情況下於「署長」通知後30天內，向「署長」提交或達致他人提交經「承批人」為發展「該地段」所聘請的認可人士(定義以《建築物條例》、其任何附屬規例和任何相關修訂法例所訂為準)核證之書面報表(以下簡稱「報表」)，列明「承批人」純粹因按照「此等條件」興建、建造和提供已根據本批地條件的特別條件第(19)條獲發完工證明書的「政府物業」或其任何部分所支出的款項(包括(如有)「承批人」因實施工程及供應相關物料而招致或連帶的所有專業收費、費用、監督費、間接開支和任何其他費用)，以供「署長」核實及批准。

(c) 「署長」擁有絕對及不受束縛的權利決定「報表」註明的任何款項是否應列為本特別條件(a)款所述的實際建築費用，以及要求「承批人」以書面詳細說明「報表」所載的任何資料，並可要求「承批人」提供「署長」視為必要的任何支持文件。「署長」就實際建築費用作出的決定將作終論並對「承批人」約束。"

16. 「批地文件」特別條件第(22)條訂明：

"「署長」有權於「承批人」根據本批地條件的特別條件第(20)條轉讓「政府物業」之前，隨時要求「承批人」騰空交付已根據本批地條件的特別條件第(19)條簽發完工證明書的「政府物業」或其相關部分的管有權。「承批人」接獲「署長」通知時，必須向「政府」交付「政府物業」或其相關部分，以供「政府」按照「署長」視為恰當的條款與條件專用、佔用和運作。"

17. 「批地文件」特別條件第(23)條訂明：

"(a) 茲毋損本批地條件的特別條件第(24)條之規定，「承批人」必須時刻自費以「署長」全面滿意的方式維修「政府物業」及該處各屋宇裝備裝置，以保持其狀況良好，直至本批地條件的特別條件第(24)(a)條訂明的「保養期」屆滿為止。

(b) 僅就本特別條件而言，「承批人」一詞不包括其受讓人。"

18. 「批地文件」特別條件第(24)條訂明：

"(a) 「政府物業」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(不論關乎工藝、物料、設計等)，以致直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、收費、費用、需索、訴訟及法律程序，「承批人」須向「政府」及「財政司司長法團」作出彌償並確保其獲得彌償：

(i) 在「承批人」交付「政府物業」管有權當日已存在者；及

(ii) 「承批人」交付「政府物業」管有權當日後365日內(以下簡稱「保養期」)出現或呈現者。

(b) 如「署長」及/或「財政司司長法團」要求，「承批人」必須自費在「署長」及/或「財政司司長法團」指定的時間內，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「政府物業」或其任何部分和該處各屋宇裝備裝置於任何「保養期」內出現或呈現的任何缺點、失修、不善、故障、失靈或任何其他尚未完成工程。除此之外，「承批人」並須自費在「署長」及/或「財政司司長法團」指定的時間內，以其指定的標準和方式執行工程修妥及糾正「政府物業」或其任何部分和該處各屋宇裝備裝置於「承批人」交付管有權當日已存在的任何缺點、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」及/或「財政司司長法團」將安排檢驗「政府物業」和該處各屋宇裝備裝置的相關部分，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」及「財政司司長法團」各自保留權利在「保養期」屆滿後14日內向「承批人」發出一張或多張「建築瑕疵細目表」，列明「政府物業」和該處各屋宇裝備裝置的相關部分之任何明顯缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「承批人」須自費安排執行所有必要工程，以在「署長」及/或「財政司司長法團」指定的時間內，以其指定的標準和方式補救及糾正此等缺失。

(d) 如「承批人」不執行本特別條件(b)款及(c)款所訂的任何工程，「政府」及/或「財政司司長法團」可自行施工。「承批人」須在接獲通知後支付經「署長」核證(其決定將作終論並對「承批人」約束)為「政府」及/或「財政司司長法團」因此招致的所有相關費用及收費，另加相等於費用及收費總額百分之二十的行政費用。但是，「政府」及/或「財政司司長法團」有權從本特別條件(e)款所載的保證金中扣除本(d)款訂明應繳而「承批人」欠負「政府」及/或「財政司司長法團」的費用、收費和付費。如保證金不足支付「承批人」欠負「政府」及/或「財政司司長法團」的所有應繳費用、收費和付費，「承批人」須在接獲通知時補付差額。

(e) 「承批人」須在依照本批地條件的特別條件第(20)條轉讓「政府物業」的同時，向「政府」支付HK$1,492,000.00的保證金(以下簡稱「保證金」)。茲受限於本特別條件(d)款但書之規定，當「政府物業」的「保養期」屆滿而「承批人」已以令人滿意的方式完成所有維修、修理、修改、重建及糾正工程和「署長」及/或「財政司司長法團」要求的任何其他尚未完成工程，保證金將到期應付予「承批人」(現明確聲明及協議，保證金或當中任何部分均不會計付任何利息)。

(f) 僅就本特別條件而言，「承批人」一詞不包括其受讓人。"

19. 「批地文件」特別條件第(25)條訂明：

"「承批人」須盡快及在不遲於向「政府」交付「政府物業」的管有權當日後8星期內遵照「工程規格附表」規定，自費向「署長」提供所有相關的文件、圖則及材料。"

20. 「批地文件」特別條件第(26)條訂明：

"(a) 「承批人」應在本批地條件協定批授的整個年期內，自費(但「財政司司長法團」可按本批地條件的特別條件第(35)(a)(iv)(I)條規定出資)以「署長」全面滿意的方式維修以下項目(以下簡稱「該等項目」)：

(i) 「政府物業」的外部飾面和「政府物業」之內、四周、其上和其下所有牆、柱、樑、天花、天台樓板、行車道/地台樓板的結構及任何其他結構項件；

(ii) 所有供「政府物業」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「政府物業」及「該地段」發展項目其餘部分之系統一部分的所有屋宇裝備裝置、機器和設備(包括但不限於手提式及非手提式消防裝置與設備)；

(iv) 「政府物業」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「政府物業」及「該地段」發展項目其餘部分使用的公用部分及設施。

(b) 如「承批人」不維修「該等項目」而直接或間接招致或引起任何責任、索償、損失、損害、開支、收費、費用、索求、訴訟及法律程序，「承批人」將向「政府」及「財政司司長法團」作出彌償並確保其獲得彌償。

(c) 僅就本特別條件而言，「承批人」一詞不包括「財政司司長法團」。"

(e) 有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任

21. 「批地文件」特別條件第(8)條訂明：

"「承批人」應全面遵照「此等條件」和香港現時或任何時候生效的所有建築、衛生及規劃相關條例、附例和規例發展「該地段」並在該處興建一座或多座建築物。上述一座或多座建築物應在2023年12月31日*或之前建成並適宜佔用居住。"

(*根據九龍東區地政處發出的日期為2020年11月2日的函件，此日期修訂為2024年6月30日。)

22. 「批地文件」特別條件第(11)條訂明：

"「承批人」應自費在「該地段」及平台(如有)任何非建設部分進行園景綠化及種植樹木和灌木，其後則負責維修及保養令其安全、清潔、整齊、井然和健康，全面令「署長」滿意。"

23. 「批地文件」特別條件第(49)條訂明：

"「承批人」時刻均須採取和達致採取所有妥善及適當的謹慎、技術和預防措施，其中尤以進行「拆卸及清拆工程」、建造、維修、更新或修理工程(以下簡稱「工程」)施工期間為要，藉以避免造成任何損壞、干擾或阻塞位於「該地段」或沿「該地段」之內、其上、其下鋪設或跨越或毗鄰「該地段」或其任何部分、「綠色範圍」或「該地段」或其任何部分與「綠色範圍」兩者的任何「政府」或其他現有排水渠、水道或河道、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」)。「承批人」執行任何此等「工程」之前，必須進行或達致進行完善的調查和查詢，以核實「服務設施」的現狀及水平位置，並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以待全面審批。直至「署長」以書面批准「工程」及上述建議書為止，「承批人」不得展開任何工程。此外，「承批人」應遵從和自費履行「署長」給予上述批准時就「服務設施」制訂的規定，包括作出任何必要的改道、重鋪或還原工程的費用。再者，「承批人」須自費以「署長」全面滿意的方式修理、修復及還原因「工程」導致「該地段」或其任何部分、「綠色範圍」或「該地段」或其任何部分與「綠色範圍」兩者或任何「服務設施」蒙受的任何損害、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，否則此等修復工程應由「署長」執行，而「承批人」須在「政府」通知時支付有關的工程費用)。如「承批人」不在「該地段」或其任何部分、「綠色範圍」或「該地段」或其任何部分與「綠色範圍」兩者或「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任何此等改道、重鋪、修理、還原或修復工程，「承批人」須在「政府」通知時支付有關工程的費用。"

24. 「批地文件」特別條件第(50)條訂明：

"(a) 「承批人」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」土地上建造和維修污水管及渠道，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。如此等暴雨水或雨水造成任何損害或滋擾以致直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、費用、收費、訴求、訴訟及法律程序，「承批人」必須承擔全責並向「政府」及其官員作出彌償，並確保彼等獲得彌償。

(b) 如「該地段」已鋪設任何排水渠及污水管並已啟用，「署長」可展開工程將此等渠道接駁至「政府」雨水渠及污水管，惟倘有由此引致的任何損失或損害，「署長」毋須向「承批人」承擔責任。「承批人」須在「政府」通知時支付此等接駁工程的費用。此外，上述接駁工程亦可由「承批人」自費以「署長」滿意的方式建造。於該情況下，「承批人」應負責自費維修建於「政府」土地內的接駁工程部分，並在「政府」通知時將其移交「政府」，日後由「政府」自費維修，「承批人」須在「政府」通知時支付上述接駁工程的技術審核費用。如「承批人」不按規定維修在「政府」土地內建造的上述接駁工程部分，「署長」可按其視為必要執行相關的維修工程，「承批人」須在「政府」通知時支付此等工程的費用。"

(f) 對買方造成負擔的租用條件

25. 「批地文件」一般條件第6條訂明：

"(a) 「承批人」應按照「此等條件」規定在建造或重建(本詞指本一般條件(b)款預期的重建工程)的整個批租年期內：

(i) 按照經批核的設計、布局和任何經批核的建築圖則維修所有建築物，並且不作任何更改或改動；及

(ii) 維修已建或日後依照「此等條件」或嗣後任何修訂合同建造的所有建築物，以保持其狀況良好及修繕妥當，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，「承批人」必須另行提供同類型和總樓面面積不少於現有建築物的一座或多座良好穩固的建築物，又或提供類型及價值經「署長」批准的一座或多座建築物作為替代。如進行上述拆卸工程，「承批人」應在施工一個曆月內向「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個曆月內展開必要的重建工程，以及在「署長」指定的期限內以「署長」滿意的方式完成工程。"

26. 「批地文件」特別條件第(3)條訂明：

"(a) 「承批人」確認於「本協議」訂立日，「該地段」內現存有某些建築物及構築物而當中部分侵佔、伸展和伸入毗鄰的「政府」土地(位於「該地段」內的部分以下統稱「現存建築物及構築物」，而侵佔、伸展和伸入毗鄰「政府」土地的部分以下統稱「伸延構築物」)。「承批人」須在本批地條件的特別條件第(8)條訂明的日期前自費以「署長」全面滿意的方式拆卸及清拆「現存建築物及構築物」和「伸延構築物」(拆卸及清拆工程以下統稱「拆卸及清拆工程」)。如因使用「現存建築物及構築物」和「伸延構築物」或其存在、其後拆卸或清拆「現存建築物及構築物」和「伸延構築物」導致「承批人」蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任或義務。如因使用「現存建築物及構築物」和「伸延構築物」或其存在、其後拆卸或清拆「現存建築物及構築物」和「伸延構築物」而直接或間接引起任何責任、索償、損失、損害、開支、費用、收費、訴求、訴訟及法律程序，「承批人」須向「政府」作出彌償並確保其獲得彌償。

(b) 為免存疑，「現存建築物及構築物」和「伸延構築物」的存在及「該地段」是以現存上述物件的原則批出，概不寬免或解除、撤銷、減免或更改「此等條件」訂明「承批人」應有的責任，亦不影響或妨礙「此等條件」訂明「政府」可因應「承批人」違反、不遵守、不履行或不執行「此等條件」所訂責任而行使的權利及補償權。"

27. 「批地文件」特別條件第(10)條訂明：

"如事前未獲「署長」書面同意，概不可移除或干預「該地段」或毗鄰土地生長的樹木，而「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條件。"

28. 「批地文件」特別條件第(12)條訂明：

"受此等條件的規限下，在發展或重建（該詞彙僅指本批地文件一般條件第6條所設想的重建）「該地段」或其任何部分時，

……

(f) 「該地段」任何已建或擬建的一座或多座建築物的設計和布局必須提交「署長」申請書面批准，直至相關批准已發出而「署長」已根據本批地條件的特別條件第(14)(b)條批核「政府物業」(將按照本批地條件的特別條件第(13)(a)條興建、建造和提供)的圖則之前，概不可在「該地段」展開任何建造工程(地盤平整工程和「拆卸及清拆工程」除外)。就「此等條件」而言，「建造工程」和「地盤平整工程」的定義以《建築物條例》、其任何附屬規例和任何相關修訂法例所訂為準。"

29. 「批地文件」特別條件第(27)條訂明：

"如事前未獲「署長」書面同意並遵從其制訂的任何條件，包括繳付其指定的任何行政費用和地價，不得在本批地條件所夾附圖則上以粉紅色加黑點顯示的範圍內(以下簡稱「粉紅色加黑點範圍」)興建或建造任何位於「粉紅色加黑點範圍」地面水平或伸展至該處地面水平對上15米內空域的任何建築物、構築物或任何一座或多座建築物或構築物的支承件或外凸物。就本特別條件而言，「署長」就何謂地面水平所作的決定將作終論並對「承批人」約束。"

30. 「批地文件」特別條件第(28)條訂明：

"儘管有本批地條件的特別條件第(12)(c)條及第(12)(d)條允許的最大總樓面面積，「承批人」仍可在「該地段」一個或多個部分興建獨立的臨時結構作為售樓處及示範單位和進行相關的市場推廣活動，以促銷現已或將會按照「此等條件」建於「該地段」的一座或多座建築物或其任何一個或多個部分，惟售樓處及示範單位和相關市場推廣活動的規模及運作時期事前須獲「署長」書面批准。"

31. 「批地文件」特別條件第(29)條訂明：

"(a) 「承批人」可在「該地段」內興建、建造和提供經「署長」書面批准的康樂設施及該處的附屬設施(以下簡稱「該等設施」)。「該等設施」的類型、大小、設計、高度和布局事前須獲「署長」書面批准。

(b) 計算本批地條件的特別條件第(12)(c)條及第(12)(d)條指定的整體總樓面面積時，受限於本批地條件的特別條件第(52)(d)條之規定，任何根據本特別條件(a)款在「該地段」內興建的「該等設施」部分如供現已或將會建於「該地段」的一座或多座住宅大廈全體住戶和彼等的真正訪客公用與共享，不會計算在內，而「署長」認為並非作此用途的其餘「該等設施」部分則會計算在內。

(c) 如「該等設施」任何部分可按本特別條件(b)款豁免計入總樓面面積(以下簡稱「豁免設施」)：

(i) 「豁免設施」將指定為屬於本批地條件的特別條件第(35)(a)(v)條所訂的「公用地方」一部分；

(ii) 「承批人」應自費維修「豁免設施」，以保持其狀況良好及修繕妥當，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」的一座或多座住宅大廈的住戶及彼等的真正訪客使用，其他人士或人等不可使用。"

32. 「批地文件」特別條件第(37)條訂明：

"除透過本批地條件所夾附圖則上顯示註明的Z點往來X點與Y點之間或「署長」書面批准的其他地點外，「承批人」無權駕駛車輛通行進出或往返「該地段」。如「該地段」進行發展或重建，「署長」可能准許在「該地段」指定位置興建臨時出入通道供建築車輛駛入，但「署長」批准時可附加條件。發展或重建工程完竣後，「承批人」應自費在「署長」指定的期限內，以「署長」全面滿意的方式還原建有臨時出入通道的一個或多個地方。"

33. 「批地文件」特別條件第(38)條訂明：

"(a) (i)「該地段」內應按以下比率提供「署長」滿意的車位(以下簡稱「住宅停車位」)，以供停泊屬於「該地段」已建或擬建的一座或多座建築物內住宅單位各住戶及彼等真正賓客、訪客或獲邀人士而根據《道路交通條例》、其任何附屬規例和任何相關修訂法例持牌的車輛。車位的配置比率應按下表所示在「該地段」已建或擬建住宅單位各自的面積計算(除非「署長」同意採取與下表所列不同的「住宅停車位」比率或數目，則屬例外)：

每個住宅單位的面積	**擬提供「住宅停車位」數目**
少於40平方米	每33.3個住宅單位或其中部分：一個車位
不少於40平方米但少於70平方米	每19.0個住宅單位或其中部分：一個車位
不少於70平方米但少於100平方米	每6.3個住宅單位或其中部分：一個車位
不少於100平方米但少於130平方米	每2.4個住宅單位或其中部分：一個車位
不少於130平方米但少於160平方米	每1.8個住宅單位或其中部分：一個車位
不少於160平方米	每0.7個住宅單位或其中部分：一個車位

(ii) 就本特別條件(a)(i)款而言，擬提供的「住宅停車位」總數為根據本特別條件(a)(i)款列表中各住宅單位的面積計算之「住宅停車位」總數。於「此等條件」，「每個住宅單位的面積」一詞在總樓面面積方面指以下(I)及(II)的總和：

(I) 由其住戶專用及專享的個別住宅單位之總樓面面積，即由該單位的圍牆或矮牆外部開始量度，但如屬於以圍牆相隔的兩個毗連單位，則由圍牆中央開始量度，並要量度單位內的內部間隔牆及柱。但為免存疑，不包括單位內沒有列入計算本批地條件的特別條件第(12)(c)條及第(12)(d)條分別指定的總樓面面積之所有樓面面積；及

(II) 個別住宅單位的「住宅公用地方」(定義以下文所訂為準)按比例攤分總樓面面積，即只計算住宅單位圍牆外擬供現已或將會建於「該地段」發展項目的住宅部分所有住戶公用與共享的住宅公用地方之整體總樓面面積。但為免存疑，不包括沒有列入計算本批地條件的特別條件第(12)(c)條及第(12)(d)條分別指定的總樓面面積之所有樓面面積(住宅公用地方以下簡稱「住宅公用地方」)，在計算時須按以下程式攤分予每個住宅單位：

$$\text{「住宅公用地方」的整體總樓面面積} \times \frac{\text{個別住宅單位按照本特別條件(a)(ii)(I)款計算的總樓面面積}}{\text{所有住宅單位按照本特別條件(a)(ii)(I)款計算的整體總樓面面積}}$$

(iii) 如「該地段」任何已建或擬建住宅單位大廈設有超過75個住宅單位，則應額外提供車位，以供停泊根據《道路交通條例》、其任何附屬規例和任何相關修訂法例持牌而屬於現已或將會建於「該地段」一座或多座建築物內住宅單位住戶的真正賓客、訪客或獲邀人士的車輛，分配比率為每座住宅單位大廈2個車位，又或採用「署長」批准的其他比率，但數目不可少於一個車位。

(iv) 本特別條件(a)(i)款及(a)(iii)款提供的車位，除作上述條文分別訂明的用途外，不得作任何其他用途，其中特別禁止在車位存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(b) (i) 「該地段」內應提供一個(或「署長」批准的其他數目)「署長」滿意的車位，以供「該地段」已建或擬建作非工業用途(不包括住宅、貨倉、酒店及加油站)的一座或多座建築物之一個或多個部分根據《道路交通條例》、其任何附屬規例和任何相關修訂法例持牌的車輛停泊。

(ii) 根據本特別條件(b)(i)款提供的一個或多個車位除供停泊根據《道路交通條例》、其任何附屬規例和任何相關修訂法例持牌而屬於「該地段」已建或擬建作本特別條件(b)(i)款所訂用途的一座或多座建築物各佔用人及彼等各真正賓客、訪客或獲邀人士的車輛外，不可作任何其他用途，其中特別禁止在該等車位存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。

(c) (i) 「承批人」須按照建築事務監督的規定和批准，從根據本特別條件(a)(i)款提供的車位(可根據本批地條件的特別條件第(40)條更改)和根據本特別條件(a)(iii)款及(b)款提供的車位(可根據本批地條件的特別條件第(40)(a)條更改)中預留及指定多個車位(此等預留及指定車位以下簡稱「殘疾人士停車位」)，以供《道路交通條例》、其任何附屬規例和任何相關修訂法例界定定義的殘疾人士停泊車輛。根據本特別條件(a)(iii)款提供的車位中最少須預留及指定一個殘疾人士車位，而「承批人」不可將根據本特別條件(a)(iii)款提供的所有車位預留或指定為「殘疾人士停車位」。

(ii) (「殘疾人士停車位」除供《道路交通條例》、其任何附屬規例和任何相關修訂法例界定定義的殘疾人士停泊屬於「該地段」已建或擬建的一座或多座建築物各住戶或佔用人及彼等各真正賓客、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」內應按照以下比率提供「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例和任何相關修訂法例持牌的電單車，除非「署長」另行同意採取其他比率，則屬例外：

(I) 本特別條件(a)(i)款規定提供的「住宅停車位」總數百分之十(以下簡稱「住宅電單車停車位」)；及

(II) 本特別條件(b)(i)款規定提供的車位總數百分之十；

如應根據本(d)(i)款提供的車位數目為小數位數，則上調至下一個整數。

(ii) 「住宅電單車停車位」除供停泊根據《道路交通條例》、其任何附屬規例和任何相關修訂法例持牌而屬於現已或將會建於「該地段」的一座或多座建築物各住宅單位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。

(iii) 上述根據本特別條件(d)(i)(II)款提供的車位除供停泊根據《道路交通條例》、其任何附屬規例和任何相關修訂法例持牌而屬於現已或將會建於「該地段」作本特別條件(b)(i)款所訂用途的一座或多座建築物各佔用人及彼等各真正賓客、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。

(e) (i) 除「殘疾人士停車位」外，每個根據本特別條件(a)(i)款提供的車位(可根據本批地條件的特別條件第(40)條更改)和根據本特別條件(a)(iii)款及(b)款提供的車位(可根據本批地條件的特別條件第(40)(a)條更改)，面積應為2.5米闊及5.0米長，淨空高度最少2.4米。

(ii) 每個「殘疾人士停車位」的面積由建築事務監督指定和批准。

(iii) 根據本特別條件(d)(i)款提供的每個車位面積應為1.0米闊及2.4米長，最低淨空高度為2.4米或「署長」批准的其他最低淨空高度。”

34. 「批地文件」特別條件第(39)條訂明：

“(a) 「該地段」內應提供「署長」滿意的車位作貨車上落貨用途，分配比率如下：

(I) 「該地段」已建或擬建的一座或多座建築物內每800個住宅單位或其中部分配置一個車位，或採取「署長」批准的其他比率，但「該地段」已建或擬建的每座住宅單位大廈最少須配置一個上落貨車位。上落貨車位應位於每座住宅單位大廈內或毗鄰該處；及

(II) 「該地段」已建或擬建作非工業用途(不包括住宅、辦公室、酒店、貨倉及加油站)的一座或多座建築物總樓面面積每800平方米或其中部分配置一個車位。

(b) 根據本特別條件(a)款提供的每個車位面積應為3.5米闊及8.0米長，最低淨空高度為3.6米。受限於本特別條件(c)款之規定，此等車位除供與本款所載的一座或多座建築物相關的貨車上落貨外，不得作任何其他用途。

(c) 儘管有本特別條件(a)款及(b)款之規定，根據本特別條件(a)(II)款提供的車位中最少一個須指定及同時用作本批地條件的特別條件第(13)(a)條所載與「政府物業」相關車輛上落乘客的車位(包括但不限於私家小巴及救護車)和與該條款所載一座或多座建築物相關的貨車上落貨的車位。

(d) 計算按照本特別條件(a)(II)款提供的車位數目時，任何用作泊車及上落貨的樓面面積均不連計在內。”

35. 「批地文件」特別條件第(40)條訂明：

“(a) 儘管有本批地條件的特別條件第(38)(a)(i)條及第(38)(b)條之規定，「承批人」仍可增加或減少上述各特別條件指定提供的車位數目不多於百分之五，但增加或減少車位總數不可超過50個。

(b) 除有本特別條件(a)款之規定外，「承批人」亦可增加或減少本批地條件的特別條件第(38)(a)(i)條指定提供的車位數目(不計算根據本特別條件(a)款計入的車位)不多於百分之五。”

36. 「批地文件」特別條件第(42)條訂明：

“(a) 「住宅停車位」及「住宅電單車停車位」不得：

(i) 轉讓，除非：

(I) 連同賦予專屬權使用和佔用現已或將會建於「該地段」一座或多座建築物之一個或多個住宅單位的不分割份數一併轉讓；或

(II) 承讓人現時已擁有賦予專屬權使用及佔用「該地段」已建或擬建一座或多座建築物之一個或多個住宅單位的不分割份數；或

(ii) 分租(租予「該地段」各已建或擬建一座或多座建築物內住宅單位的住戶除外)。

但是於任何情況下，現已或將會建於「該地段」的一座或多座建築物內任何一個住宅單位的業主或住戶概不可承讓或承租超過三個「住宅停車位」及「住宅電單車停車位」。

(b) 儘管有本特別條件(a)款的規定，「承批人」仍可在事前獲得「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「承批人」的全資附屬公司。

(c) 本特別條件(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) 本特別條件(a)款及(b)款並不適用於「殘疾人士停車位」。”

37. 「批地文件」特別條件第(44)條訂明：

“「承批人」須向「署長」遞交一份經「署長」批核並且列明將會按照本批地條件的特別條件第(38)條、第(39)條及第(40)條在「該地段」內提供的所有車位及上落貨車位的布局圖，或經「認可人士」(定義以《建築物條例》、其任何附屬規例和任何相關修訂法例所訂為準)核證的該圖則之副本。在該遞交之前，不可進行任何影響「該地段」或其任何部分或現已或將會建於「該地段」任何建築物或建築物部分的交易(分別根據本批地條件的特別條件第(20)(a)條及第(22)條轉讓和騰空交付「政府物業」管有權、本批地條件的特別條件第(33)(c)條所訂的租約、租務合約或相關協議、本批地條件的特別條件第(33)(d)條所訂建築按揭或「署長」批准的其他交易除外)。上述經批核的圖則載明的車位及上落貨車位除作本批地條件的特別條件第(38)條及第(39)條分別訂明的用途外，不可作任何其他用途。「承批人」應遵照上述經批核的圖則維修車位、上落貨車位及其他車位，包括但不限於電梯、樓梯平台及車輛運轉和通道區，除非事前獲「署長」書面同意，否則不可更改其布局。除上述經批核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。”

38. 「批地文件」特別條件第(45)條訂明：

“除非事前經「署長」全權酌情發出書面同意，而「署長」發出同意時可制訂其視為恰當的條款與條件(包括以其指定的地價加批「政府」土地作「該地段」的增批地段)，否則「承批人」不可在毗連或毗鄰「該地段」的任何「政府」土地進行削土、移土或土地後移工程，又或在任何「政府」土地進行任何建造、填土工程或任何性質的斜坡處理工程。”

39. 「批地文件」特別條件第(46)條訂明：

“(a)如「該地段」或任何「政府」土地內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或「此等條件」規定「承批人」執行的任何其他工程或任何其他原因，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，則不論事前是否獲「署長」書面同意，「承批人」亦須在當時或嗣後任何時間，按需要自費進行和建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水結構或附屬工程或其他工程，以保護及支撐「該地段」內的土地和任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。「承批人」應在本批地條件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、排水結構、附屬工程或其他工程，以保持其狀況良好及修繕妥當，令「署長」滿意。

(b) 本特別條件(a)款的規定概不妨礙「政府」根據「此等條件」行使權利，其中特別以本批地條件的特別條件第(45)條為要。

(c) 無論何時，如因「承批人」進行任何平整、水準測量、發展或其他工程或因任何其他事故導致或引起「該地段」內的土地或任何毗連或毗鄰「政府」土地或已批租土地發生滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時須就「政府」、其代理人和承辦商作出彼等因為或由於滑土、山泥傾瀉或地陷所直接或間接招致或連帶引起的任何責任、索償、損失、損害、開支、費用、收費、訴求、訴訟及法律程序作出彌償，並確保彼等獲得彌償。

(d) 除享有本批地條件訂明可就違反任何「此等條件」追討之任何其他權利或補償權外，「署長」另有權向「承批人」發出書面通知，要求「承批人」進行、建造和維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水結構或附屬工程或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承批人」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」可即時執行和進行任何必要的工程。「承批人」必須在接獲通知時向「政府」償還有關的費用，以及任何行政及專業收費與費用。”

40. 「批地文件」特別條件第(47)條訂明：

“如「該地段」或其任何部分的發展或重建項目已安裝預應力地錨，「承批人」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向其提交上述監察工程的報告及資料。如「承批人」疏忽或不執行規定的監察工程，「署長」可即時執行和進行監察工程，「承批人」必須在接獲通知時向「政府」償還有關的費用。”

41. 「批地文件」特別條件第(48)條訂明：

“(a) 如有來自「該地段」或任何受「該地段」發展工程影響的其他地方之泥土、廢土、廢料、建築廢物或建造物料(以下簡稱「廢物」)堆積腐爛、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘或海床、污水管、雨水渠或明渠或其他「政府」產業(以下簡稱「政府產業」)，「承批人」必須自費清理「廢物」並修復「政府產業」蒙受的任何損害。「承批人」須就堆積腐爛、沖下或傾倒「廢物」導致私人物業受損或滋擾而直接或間接招致或連帶引起的所有責任、索償、損失、損害、開支、費用、收費、訴求、訴訟及法律程序向「政府」作出彌償，並確保其獲得彌償。

(b) 儘管有本特別條件(a)款之規定，「署長」仍可(但無責任必須)在「承批人」要求時清理「政府產業」的「廢物」和修復任何損害。「承批人」須在「政府」通知時支付相關的費用。”

42. 「批地文件」特別條件第(53)條訂明：

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

註：

就「批地文件的摘要」本節而言，「承批人」指市區重建局，並在上下文意允許或規定下，包括其繼承人及受讓人；「政府」指香港特別行政區政府；「署長」指地政總署署長；「香港」指香港特別行政區及「此等條件」指並包括「批地文件」的一般條件和特別條件。

詳情請參閱「批地文件」。完整的「批地文件」可在售樓處的開放時間內按要求供免費查閱，並可在支付必要的影印費用後索取其副本。

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.(4)(a)(i)(I) of the Land Grant;

   (b) The **Structures** as referred to in Special Condition No.(4)(a)(i)(II) of the Land Grant;

   (c) The **Government Accommodation** as referred to in Special Condition No.(13)(a) of the Land Grant;

   (d) The **Items** as referred to in Special Condition No.(26)(a) of the Land Grant.

   (e) The **space** as referred to in Special Condition No.(39)(c) of the Land Grant.

2. The general public has the right to use the facilities referred to in paragraphs A1(a) and (b) in accordance with the Land Grant.

B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

1. Description

   The Items as referred to in Special Condition No.(26)(a) of the Land Grant.

2. The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development.

3. The owners of the residential properties in the Development are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.

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

Not applicable.

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

Not applicable.

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

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

F. Provisions of the Land Grant that concern those facilities and open spaces, and those parts of the land

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

   "(a) The Grantee shall:

   (i) on or before the 31st day of December, 2023* or such other extended date as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

   (I) lay and form those portions of future public roads shown coloured green on 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.

   (*According to the letter dated 2 November 2020 issued by the District Lands Office/Kowloon East, this date shall be amended to 30 June 2024.)

   (ii) on or before the 31st day of December, 2023* or such other extended 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

   (*According to the letter dated 2 November 2020 issued by the District Lands Office/Kowloon East, this date shall be amended to 30 June 2024.)

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

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

   (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (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 or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance."

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

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

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

   "The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof."

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

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

   (i) permit the Director, his officers, contractors and any other persons authorized by him, 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. (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(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, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises. The

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

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

"(a) The Grantee 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. (14)(a) hereof, a 48-place Day Care Centre for the Elderly with a net operational floor area of not less than 303 square metres to be completed and made fit for occupation and operation on or before the 31st day of December, 2023* (which accommodation 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 Grantee) is hereinafter collectively referred to as "the Government Accommodation").

(*According to the letter dated 2 November 2020 issued by the District Lands Office/Kowloon East, this date shall be amended to 30 June 2024.)

(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 and partitions, circulation areas, staircases, staircase halls, lift landings, space occupied by toilet facilities, 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. (14) of the Land Grant stipulates that:-

"(a) (i) The Grantee 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 Grantee 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 the Demolition and Removal Works referred to in Special Condition No. (3) hereof and site formation works shall be commenced 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 and the approval under Special Condition No. (12)(f) hereof shall have been obtained."

7. Special Condition No. (15) 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 Grantee 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 Grantee 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:-

"(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 Grantee shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the Government Accommodation or any part thereof or the Construction Works of the Government Accommodation or any part thereof forthwith upon the same becoming known to the Grantee, 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 Grantee 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 or any part thereof.

(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 Grantee shall indemnify the Government and the Director from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the Construction Works of the Government Accommodation or any part thereof."

9. Special Condition No. (18) 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, the Grantee shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty if the Grantee 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. (13)(a) hereof, a sum calculated at the rate of HK$2,200.00 per day from the date immediately following the date specified in Special Condition No. (13)(a) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (19) hereof.

PROVIDED that in case of default of payment of the whole or any part of liquidated damages by the Grantee, the Director shall without prejudice to his other rights and remedies herein contained be entitled to deduct from the sum payable to the Grantee under Special Condition No. (21)(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 Grantee from any of his obligations remaining to be observed and performed."

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

"(a) Within 14 days after completion of the Government Accommodation or such part thereof, the Grantee 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 Grantee for the development of the lot that the Government Accommodation or such part thereof has been completed in accordance with these Conditions.

(b) Where in the opinion of the Director (whose decision in this respect shall be final and binding upon the Grantee) the Government Accommodation has been completed and made fit for occupation and operation to his satisfaction, the Director shall issue to the Grantee a certificate of completion to that effect provided that the Director may in his absolute discretion issue a certificate of completion in respect of a part of the Government Accommodation which the Director considers to have been completed and made fit for occupation and operation to his satisfaction.

(c) Notwithstanding the issue of any certificate of completion by the Director, the Grantee shall not be absolved from any of his liabilities under Special Conditions Nos. (17)(e) and (24) hereof nor any other obligations remaining to be observed and performed by him under these Conditions."

11. Special Condition No. (20) of the Land Grant stipulates that:-

"(a) The Grantee 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 Grantee, 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 Grantee shall complete the assignment of the Government Accommodation or any part thereof in respect of which a certificate of completion shall have been issued under Special Condition No.(19) hereof within such time or times 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 Grantee.

(c) When called upon to do so by the Director (irrespective of whether the Grantee shall have been called upon to assign under sub-clause (a) of this Special Condition) the Grantee shall submit or cause to be submitted to the Director for his approval in writing an Assignment in respect of the Government Accommodation or such part thereof as may be required by the Director, 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 or any part thereof, the Grantee shall deliver to F.S.I. at the expense of the Grantee one set of the original/ certified copies of deeds and documents of title relating to the lot and the Memorial of the Assignment in respect of the Government Accommodation or such part thereof duly completed and verified by the certificate of the solicitor for the Grantee. All Land Registry fees payable on registration of the Assignment shall be borne by the Grantee solely."

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

"(a) In consideration of the assignment of the Government Accommodation as provided for in Special Condition No. (20) hereof and subject to Special Condition No. (18)(a) hereof, F.S.I. shall pay to the Grantee in one lump sum a sum of HK$14,920,000.00 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 30 days of being called upon so to do by the Director, the Grantee 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 Grantee for the development of the lot, specifying the monies expended by the Grantee 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. (19) hereof (including (if any) all professional fees, costs, supervisory, overhead and any other charges which may be incurred by the Grantee 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 Grantee to amplify in writing any details contained in the Statement and to require the Grantee 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 Grantee."

13. Special Condition No. (22) 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. (20) hereof, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director in respect of which a certificate of completion shall have been issued under Special Condition No. (19) hereof and the Grantee 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."

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

"(a) Without prejudice to the provisions of Special Condition No. (24) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (24)(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 "Grantee" shall exclude his assigns."

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

"(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly 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 Grantee 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 Grantee of the Government Accommodation (hereinafter referred to as "Defects Liability Period").

(b) Whenever required by the Director and/or F.S.I., the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/ or F.S.I. 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 or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the date of delivery of possession thereof by the Grantee.

(c) The Director and/or F.S.I. will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the relevant part 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 Grantee 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 relevant part of the Government Accommodation and the building services installations therefor and the Grantee 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 and/or F.S.I.

(d) If the Grantee 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 and/or F.S.I. and all costs and charges incurred in connection therewith by the Government and/or F.S.I. as certified by the Director (whose decision shall be final and binding upon the Grantee) 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 Grantee provided that the Government and/or 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 Grantee to the Government and/or F.S.I. 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 Grantee the deficit shall be paid by the Grantee on demand.

(e) The Grantee shall contemporaneously with the assignment of the Government Accommodation as provided for in Special Condition No. (20) hereof, deposit with the Government a sum of HK$1,492,000.00 (hereinafter referred to as "the security money"). Subject to the proviso to sub-clause (d) of this Special Condition, the security money shall become due to the Grantee upon the expiry of such Defects Liability Period as relating to the Government Accommodation and the Grantee satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director and/or F.S.I. (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).

(f) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns."

16. Special Condition No. (25) of the Land Grant stipulates that:-

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

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

"(a) The Grantee 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. (35)(a)(iv)(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/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 Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the failure of the Grantee to maintain the Items.

(c) For the purpose of this Special Condition only, the expression "Grantee" shall exclude F.S.I.."

18. Special Condition No. (39) 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 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 unit; and

(II) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes.

(b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 8.0 metres in length with a minimum headroom of 3.6 metres. Subject to sub-clause (c) of this Special Condition, 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 referred to therein.

(c) Notwithstanding sub-clauses (a) and (b) of this Special Condition, at least one of the spaces provided under sub-clause (a)(II) of this Special Condition shall be designated and simultaneously used as a space for the purposes of picking up and setting down of passengers from motor vehicles (including but not limited to private light buses and ambulances) in connection with the Government Accommodation referred to in Special Condition No. (13)(a) hereof and the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

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

Note:

The capitalized terms used in this paragraph F shall have the same meaning of such terms as in the "Summary of Land Grant" section in this sales brochure.

G. Provisions of the deed of mutual covenant that concern those facilities and open spaces, and those parts of the land

1. Clause 1.1 of 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:-

"Commercial Loading and Unloading Space" means the one (1) space provided in accordance with Special Condition No.(39)(a)(ii) of the Government Grant for the loading and unloading of goods vehicles in connection with the Commercial Accommodation (which said space is designated and simultaneously used as a space for the purposes of picking up and setting down of passengers from motor vehicles (including but not limited to private light buses and ambulances) in connection with the Government Accommodation and the loading and unloading of goods vehicles in connection with the building or buildings referred to in Special Condition No.(13)(a) of the Government Grant) as shown and delineated on the Building Plans, and for the purposes of identification only shown coloured Red and is marked "L2" on the Ground Floor plan of the DMC Plans;"

"Government Accommodation" means a 48-place Day Care Centre for the Elderly (which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine) referred to and defined in Special Condition No.(13)(a) of the Government Grant as "Government Accommodation", which for the purposes of identification only is shown coloured Violet on the Basement, Ground and 1st Floor plans of the DMC Plans and the elevation plans of the DMC Plans;

"Items" means "the Items" as referred to and defined in Special Condition No.(26)(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/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 2.7(h) of the DMC stipulates that:-

"FSI, its lessees, tenants, licensees and persons authorized by it and the Owner and occupier of the Government Accommodation shall:–

(i) have the right to use the Commercial Loading and Unloading Space and shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Development Common Areas and Facilities and the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Commercial Loading and Unloading Space on Ground Floor in accordance with the provisions in the Government Grant and this Deed as well as for emergency purpose or in case of fire;

(ii) have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Development Common Areas and Facilities and the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Accessible Parking Space; and

(iii) subject to the provisions in the Government Grant, have the full right and liberty (in common with the Manager and others having like rights) to go, pass and repass over and along and to use the air-conditioning platform(s) adjacent to the Government Accommodation (which is/are for identification purpose only shown marked "A/C PLATFORM" on the 1st Floor plan of the DMC Plans and coloured yellow thereon)

without prejudice to the rights, privileges and easement reserved under Clause 3(d) in Part A of the SECOND SCHEDULE hereto."

3. 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 sub-clause (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 :-

(i) management deposits;

(ii) 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;

(iii) insurance premium in respect of the Government Accommodation;

(iv) debris removal fee;

(v) Special Fund; and

(vi) interest and penalty charges on late or default in payment of management and maintenance charges

or payment of a like nature;

(e) FSI as the Owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of the areas, facilities, services or the Items which directly serve or otherwise directly benefit 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 gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land 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. Where FSI is liable for payment of the management and maintenance charges and reimbursement of Capital Expenditure (for the purpose of this sub-clause, "**the FSI Charges**"), the FSI Charges shall:-

(i) be as determined by GPA or person nominated by the Director of Lands for this purpose in respect of the areas, facilities, services or the Items which directly serve or otherwise directly benefit the Government Accommodation or are used by the occupiers thereof, his servants, contractors, agents or visitors but which liability shall not exceed the proportion that the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings on the Land;

(ii) first be approved in writing by GPA or person nominated by the Director of Lands for this purpose before liability for payment thereof is incurred; and

(iii) be payable from the date of the Assignment or the date of taking over the Government Accommodation, whichever is the earlier.

(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 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) Notwithstanding anything to the contrary contained in this Deed, 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

dealings 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.

(l) 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."

4. Clause 4.6 of the DMC stipulates that:-

"The annual budget shall cover the Management Expenses for the Land and the Development, including without limiting the generality of the foregoing:-

……

(f) the cost of repairing, maintaining and managing the Items under this Deed or pursuant to the Government Grant;"

5. 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 (if any);

……"

6. Clauses 4.8(a) and 4.8(c) of the DMC stipulates that:-

"Each Owner (excluding FSI) shall contribute to the budgeted Management Expenses in the following manner:-

(a) Each Owner of a Unit (excluding FSI) shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development;"

……

(c) Each Owner of a Commercial Unit shall contribute his due proportion of the budgeted Management Expenses under the third part of the annual budget which proportion shall be equal to the Management Shares of his Commercial Unit divided by the total Management Shares of all Commercial Units PROVIDED THAT the management and maintenance charges incurred (if any) for the Commercial Loading and Unloading Space shall be subject to the contribution by FSI which as referred to in Clauses 3.4(e) and (f) hereof."

7. Clause 4.16(a) of the DMC stipulates that:-

"The Manager may collect from licensees and other occupiers of the Common Areas and Facilities or any part thereof (excluding FSI, its lessees, tenants, licensees and persons authorized by it and the Owner or occupier of the Government Accommodation), such sum or sums as the Manager shall reasonably determine and such sum or sums collected shall be paid into and form part of the management funds for the benefit of all Owners."

8. Clauses 5.1(b) of the DMC stipulates that:-

"(i) To manage, maintain and control the common driveways and parking areas on the Land and the Development and to remove any cars, pedal bicycles, skateboards, motorcycles and other vehicles parked in any area not reserved for parking or loading and unloading or any vehicles parked in any Parking Space without the consent of the Owner or lawful occupier of such Parking Space or any vehicle parked in any Accessible Parking Space, the Residential Loading and Unloading Space, the Commercial Loading and Unloading Space or the Visitor Parking Space without payment of charges (if any) therefor and to do all such acts and things as may be necessary to provide unimpeded access thereto by the persons entitled for the time being to the use of such Parking Spaces, the Accessible Parking Space, the Residential Loading and Unloading Space, the Commercial Loading and Unloading Space and the Visitor Parking Space PROVIDED THAT FSI, its lessees, tenants, licensees and persons authorized by it and the Owner or occupier of the Government Accommodation is entitled to use the Commercial Loading and Unloading Space as a space for the purposes of picking up and setting down of passengers from motor vehicles (including but not limited to private light buses and ambulances) and the loading and unloading of good vehicles in connection with the Government Accommodation, but fees at such rate to be agreed from time to time between FSI and the Manager will be levied to any goods vehicle which loads or unloads at the Commercial Loading and Unloading Space for such period exceeding such reasonable time that the Manager may from time to time prescribe for all users of the Commercial Loading and Unloading Space by advance notice;

(ii) To manage, maintain and control the use of the Accessible Parking Space, the Visitor Parking Space, the Residential Loading and Unloading Space and the Commercial Loading and Unloading Space and subject to the prior approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed) to fix reasonable charges for the use thereof PROVIDED THAT all income deriving therefrom shall form part of the management funds for the Development Common Areas and Facilities, the Residential Common Areas and Facilities or the Commercial Common Areas and Facilities (as the case may be);"

9. Clause 5.2(k) of the DMC stipulates that:-

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

……

Subject to the approval of the Owners' Committee (if already formed) or the Owners' Corporation (if formed), to charge a prescribed fee for entry into and/or use of the Commercial Loading and Unloading Space PROVIDED THAT all such prescribed fees collected shall form part of the management funds to be utilised towards the management, maintenance and repair of the Commercial Common Areas and Facilities AND PROVIDED THAT FSI, its lessees, tenants, licensees and persons authorized by it and the Owner or occupier of the Government Accommodation is entitled to use the Commercial Loading and Unloading Space as a space for the purposes of picking up and setting down of passengers from motor vehicles (including but not limited to private light buses and ambulances) and the loading and unloading of goods vehicles in connection with the Government Accommodation, fees at such rate to be agreed from time to time between FSI and the Manager will be levied to any goods vehicle which loads or unloads at the Commercial Loading and Unloading Space for such period exceeding such reasonable time that the Manager may from time to time prescribe for all users of the Commercial Loading and Unloading Space by advance notice."

10. Clause 10.12 of the DMC stipulates that:-

"(a) The Owners (excluding FSI) shall at their own expense but subject to any contribution by FSI as referred to in Clauses 3.4(a), 3.4(e) and 3.4(f) and in all respects to the satisfaction of the Director of Lands maintain the Items.

(b) The Items shall be managed and maintained by the Manager. The Owners (excluding FSI) shall indemnify and keep indemnified the Government and FSI from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the failure of the Manager or the Owners (excluding FSI) to manage or maintain the Items."

11. 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 Owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements and the exercise thereof shall not be subject to any permission, approval or consent of the Manager or any other Owners:-

(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 or any part thereof 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 purposes 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 as may be required by the Director of Lands;

(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, machinery and material for the purposes 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/ 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."

12. Clause 1 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 the 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:-

……

(b) (applicable to all the 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 the 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, wilfulness or negligence on the part of the Manager or its employees, agents or contractors;"

13. Clause 8(m) of the Third Schedule to the DMC stipulates that:-

"The Commercial Loading and Unloading Space shall not be used other than for the loading and unloading of goods vehicles for the occupiers of the Commercial Accommodation; notwithstanding the aforesaid, the Commercial Loading and Unloading Space shall be designated and simultaneously used as a space for the purposes of picking up and setting down of passengers from motor vehicles (including but not limited to private light buses and ambulances) in connection with the Government Accommodation referred to in Special Condition No. (13)(a) of the Government Grant and the loading and unloading of goods vehicles in connection with the building or buildings referred to therein."

14. Clause 38(c) of the Third Schedule to the DMC stipulates that:-

"Notwithstanding anything contained in the preceding sub-clauses (a) and (b) above, FSI shall only be responsible for the maintenance and management of the Government Accommodation (excluding the Items) (save as otherwise stipulated in this Deed)."

Note:

The capitalized terms used in this paragraph G shall have the same meaning of such terms as in the "Summary of Deed of Mutual Covenant" section in this sales brochure.

A. 批地文件規定興建並提供予政府或供公眾使用的設施

1. 描述

(a) 批地文件特別條件第(4)(a)(i)(I)條提及的「**綠色範圍**」;

(b) 批地文件特別條件第(4)(a)(i)(II)條提及的「**構築物**」;

(c) 批地文件特別條件第(13)(a)條提及的「**政府物業**」;

(d) 批地文件特別條件第(26)(a)條提及的「**該等項目**」;

(e) 批地文件特別條件第(39)(c)條提及的「**車位**」。

2. 公眾有權依據批地文件規定使用A1(a)及(b)段所述的設施 。

B. 批地文件規定由發展項目內住宅物業業主出資管理、營運或維修以作公眾使用的設施

1. 描述

批地文件特別條件第(26)(a)條提及的「該等項目」。

2. 設施由發展項目內住宅物業的業主須出資管理、營運或維修。

3. 發展項目內住宅物業的業主須透過攤付有關住宅物業的管理開支,按比例分擔設施的管理、營運或維修開支。

C. 批地文件規定由發展項目內住宅物業業主出資管理、營運或維修作公眾使用的休憩用地面積

不適用。

D. 發展項目所位於的土地中為施行《建築物(規劃)條例》(香港法例第123章附例F)第22(1)條而撥供公眾用途的任何部分:

不適用。

E. 顯示各項設施和休憩用地及土地中的該等部份的圖則

見本節最後附上的圖則。

F. 關於各項設施和休憩用地及土地中的該等部分的批地文件條文

1. 「批地文件」特別條件第(4)條訂明:

"(a) 「承批人」須:

(i) 在2023年12月31日*或之前或「署長」批准的其他延長日期,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) 在本批地條件所夾附圖則上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) 按「署長」全權酌情規定,提供和建造橋、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」建造建築物及供車輛和行人往來;

(*根據九龍東區地政處發出的日期為2020年11月2日的函件,此日期修訂為2024年6月30日。)

(ii) 在2023年12月31日*或之前或「署長」批准的其他延長日期,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,並且按照「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記;及

(*根據九龍東區地政處發出的日期為2020年11月2日的函件,此日期修訂為2024年6月30日。)

(iii) 自費維修「綠色範圍」連同「構築物」和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、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」管有權按照本批地條件的特別條件第(5)條交還「政府」為止。

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

(c) 倘因「承批人」履行本特別條件(a)款所訂責任或因「政府」行使本特別條件(b)款所訂權利等而使「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾,「署長」概毋須就此承擔責任,「承批人」亦不可就任何此等損失、損害、滋擾或騷擾向「政府」、「署長」或其授權官員提出申索賠償。"

2. 「批地文件」特別條件第(5)訂明:

"茲為執行本批地條件的特別條件第(4)條所訂的工程,「承批人」將在「本協議」生效日獲授予「綠色範圍」的管有權。「承批人」應在「政府」要求時將「綠色範圍」交還「政府」,而於任何情況下「綠色範圍」亦會被視為在「署長」發函說明「承批人」已以其滿意的方式全面履行「此等條件」當日交還「政府」。「承批人」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」,並且確保不會因為執行本批地條件的特別條件第(4)條等規定的工程而干預或阻礙此等通行權。"

3. 「批地文件」特別條件第(6)條訂明:

"如事前未獲「署長」書面同意,「承批人」不得使用「綠色範圍」儲物或搭建任何臨時構築物或作並非執行本批地條件的特別條件第(4)條所訂工程的任何其他用途。"

4. 「批地文件」特別條件第(7)條訂明:

"(a) 「承批人」佔管「綠色範圍」期間,必須在所有合理時間:

(i) 允許「署長」、其官員、承辦商及其授權的任何其他人等行使權利通行、進出、往返和行經「該地段」及「綠色範圍」,以便檢查、檢驗及監督任何遵照本批地條件的特別條件第(4)(a)條執行的工程,以及執行、檢驗、檢查及監督任何遵照本批地條件的特別條件第(4)(b)條執行的工程和「署長」認為有必要在「綠色範圍」實施的任何其他工程;

(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、往返和行經「該地段」及「綠色範圍」,旨在「綠色範圍」或任何毗連土地之內、其上或其下執行任何工程,其中包括但不限於按需要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)和其他服務。「承批人」應與「政府」及「政府」正式授權的相關公用事業公司充分合作,以處理所有關於在「綠色範圍」內執行的任何上述工程之事項;及

(iii) 允許水務監督的官員及彼等授權的其他人等有權按需要通行、進出、往返及行經「該地段」和「綠色範圍」,以便執行任何關於運作、維修、修理、更換及改動「綠色範圍」內任何其他水務裝置的工程。

(b) 倘因「政府」或其官員、代理人、承辦商和任何其他人等或根據本特別條件(a)款正式獲授權的公用事業公司行使權利導致或連帶「承批人」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。"

5. 「批地文件」特別條件第(13)條訂明:

"(a) 「承批人」應自費以「署長」全面滿意的良好工藝,按照本批地條件所夾附「工程規格附表」(以下簡稱「工程規格附表」)及根據本批地條件的特別條件第(14)(a)條批核的圖則,於「該地段」內興建、建造和提供一間設有48個名額的長者日間護理中心,淨作業樓面面積不少於303平方米,於2023年12月31日*或之前建成並適宜佔用及運作(該處所連同「署長」全權酌情指定(其決定將作終論並對「承批人」約束)為該處專用的任何其他地方、設施、服務設備及裝置,以下統稱「政府物業」)。

(*根據九龍東區地政處發出的日期為2020年11月2日的函件,此日期修訂為2024年6月30日。)

(b) 「政府」現保留權利全權酌情隨時改動或更改「政府物業」或其任何部分的用途。

(c) (i) 為釐定「政府物業」任何部分的淨作業樓面面積,除非另有說明,否則淨作業樓面面積將視作包括「工程規格附表」列明「政府物業」內的所有房間及空間之淨樓面總面積,但不包括任何構築物及間隔、通道區、樓梯、樓梯間、電梯等候處、廁所設施所佔空間、電梯和冷氣系統等機電服務設施。

(ii) 就本特別條件而言,個別房間或空間的淨樓面面積指該房間或空間周邊圍牆或邊界內的面積,即該房間或空間的已整飾或概念性牆壁表面、獨立柱或牆柱之間距離所得的面積。"

6. 「批地文件」特別條件第(14)條訂明：

"(a)(i) 「承批人」應向「署長」提交或達致他人提交「政府物業」圖則以供書面批核。「政府物業」圖則應註明「政府物業」的樓層、位置及設計詳情和「署長」要求的任何其他資料。

(ii) 「政府物業」圖則獲批准後，除非事前獲「署長」書面批准或「署長」規定，否則「承批人」不得再行修改、更改、改動、變更或取替。

(iii) 根據本(a)款批核的「政府物業」圖則將被視作已包含「署長」事後批准或規定的任何修改、更改、改動、變更或替代。

(b) 直至「署長」根據本特別條件(a)款批核「政府物業」的圖則和發出本批地條件的特別條件第(12)(f)條訂明的批准之前，概不可在「該地段」展開任何建造工程，但本批地條件的特別條件第(3)條所載的「拆卸及清拆工程」和地盤平整工程除外。"

7. 「批地文件」特別條件第(15)條訂明：

"(a) 「署長」有權按其全權酌情為恰當，修改、更改、改動、變更或替代「工程規格附表」。

(b) 「承批人」事前必須徵取「署長」書面批准，方可修改、更改、改動、變更或替代「工程規格附表」。

(c) 「署長」根據本特別條件(a)款進行或「承批人」按照本特別條件(b)款規定經「署長」批准進行的任何修改、更改、改動、變更或替代，一律視作已納入「工程規格附表」並構成其一部分。

(d) 如「工程規格附表」與「此等條件」有任何歧義或差異，概以「此等條件」為準。"

8. 「批地文件」特別條件第(17)條訂明：

"(a) 「署長」可全權酌情指定「政府」部門官員(以下簡稱「政府官員」)整體監管「政府物業」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「政府物業」的「建造工程」按照「此等條件」實施。

(b) 當「承批人」、其僱員、代理人、承辦商及工人知悉任何影響或關乎「政府物業」或其任何部分或「政府物業」「建造工程」或其任何部分的狀況、限制、規定和資訊，必須即時通知「政府官員」，並須提供所有圖則、工地記錄、通知、函件、證明書、批准書及資料，以及在「政府官員」要求時提供所有必要支援和合作。

(c) 「承批人」須不時通知「署長」及「政府官員」其何時可向建築事務監督申領「政府物業」或其任何部分的相關「佔用許可證」或「臨時佔用許可證」。

(d) 倘因「政府官員」行使本特別條件(a)款所賦予權力而招致或引起任何性質的費用、索償、訴求、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) 「承批人」須就「政府物業」或其任何部分的「建造工程」所直接或間接招致或引起的任何責任、索償、損失、損害、開支、費用、訴求、訴訟及法律程序向「政府」及「署長」作出彌償。"

9. 「批地文件」特別條件第(18)條訂明：

"(a) 除向「政府」支付其要求的任何其他款項外，茲毋損「此等條件」等賦予「政府」的權利，倘「承批人」未能在本批地條件的特別條件第(13)(a)條所訂的日期前以「署長」滿意的方式完成建造「政府物業」並達致適合佔用和運作，「承批人」須按照本批地條件協定，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HK$2,200.00，由本批地條件的特別條件第(13)(a)條訂明的日期翌日開始，直至及包括「署長」根據本批地條件的特別條件第(19)條所發出完工證明書訂明的日期每日計收。

如「承批人」違約拖欠全數或部分算定損害賠償，則以毋損本批地條件所載「署長」的其他權利及補償權為原則，「署長」有權從本批地條件的特別條件第(21)(a)條訂明應付予「承批人」的款項中扣除上述算定損害賠償。

(b) 為免存疑，現協議及聲明儘管「政府」收取上述任何算定損害賠償，本批地條件訂明「承批人」仍須履行和遵守的任何其他責任亦概不免除。"

10. 「批地文件」特別條件第(19)條訂明：

"(a) 「政府物業」或其相關部分落成後，「承批人」應在14日內向「署長」提交由「承批人」就發展「該地段」所聘用的認可人士(定義以《建築物條例》、其任何附屬規例和任何相關修訂法例所訂為準)簽發的證明書，證明已依照「此等條件」建成「政府物業」或其相關部分。

(b) 如「署長」認為(其有關決定將作終論並對「承批人」約束)「政府物業」已以其滿意的方式建成並適合佔用和運作，便會就此向「承批人」發出完工證明書。然而，「署長」可全權酌情就其認為已以其滿意的方式建成並適宜佔用和運作的「政府物業」部分簽發完工證明書。

(c) 儘管「署長」簽發任何完工證明書，本批地條件的特別條件第(17)(e)條及第(24)條訂明「承批人」應有的責任和「此等條件」指定其仍須遵守及履行的其他責任亦不會因此免除。"

11. 「批地文件」特別條件第(20)條訂明：

"(a) 「承批人」應在「署長」通知時，自費以騰空交還管有權並且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》、其任何附屬規例和任何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」一詞的定義包括其繼承人及受讓人)轉讓本特別條件(b)款所訂的不分割份數連同「政府物業」的使用、佔用與享用專屬權，並且完成轉讓已根據本批地條件的特別條件第(19)條獲發完工證明書的「政府物業」或其任何部分。

(b) 依照本特別條件(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「政府物業」總樓面面積佔現已或將會建於「該地段」內所有建築物總樓面面積的比例釐定，「署長」的有關決定將作終論並對「承批人」約束。

(c) 「承批人」應在「署長」要求時(不論「承批人」是否根據本特別條件(a)款所訂被要求轉讓)，向「署長」提交或達致他人提交「署長」指定的「政府物業」或其任何部分之「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的條文。

(d) 「政府物業」或其任何部分的轉讓交易完成後，「承批人」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/核證文本，以及由「承批人」律師填妥並簽發證明書核實的「政府物業」或其任何部分「轉讓契約」的「註冊摘要」。於土地註冊處註冊「轉讓契約」的所有應繳費用，一律由「承批人」獨力承擔。"

12. 「批地文件」特別條件第(21)條訂明：

"(a) 鑒於「承批人」如本批地條件的特別條件第(20)條所訂轉讓「政府物業」並且受限於本批地條件的特別條件第(18)(a)條之規定，「財政司司長法團」將向「承批人」以一筆整付方式支付HK$14,920,000.00或「署長」根據「承批人」依照本特別條件(b)款提交的報表釐定而相等於實際建築費用的金額，二者取其較低。

(b) 「承批人」應盡早及在任何情況下於「署長」通知後30天內，向「署長」提交或達致他人提交經「承批人」為發展「該地段」所聘請的認可人士(定義以《建築物條例》、其任何附屬規例和任何相關修訂法例所訂為準)核證之書面報表(以下簡稱「報表」)，列明「承批人」純粹因按照「此等條件」興建、建造和提供已根據本批地條件的特別條件第(19)條獲發完工證明書的「政府物業」或其任何部分所支出的款項(包括(如有)「承批人」因實施工程及供應相關物料而招致或連帶的所有專業收費、費用、監督費、間接開支和任何其他費用)，以供「署長」核實及批准。

(c) 「署長」擁有絕對及不受束縛的權利決定「報表」註明的任何款項是否應列為本特別條件(a)款所述的實際建築費用，以及要求「承批人」以書面詳細說明「報表」所載的任何資料，並可要求「承批人」提供「署長」視為必要的任何支持文件。「署長」就實際建築費用作出的決定將作終論並對「承批人」約束。"

13. 「批地文件」特別條件第(22)條訂明：

"「署長」有權於「承批人」根據本批地條件的特別條件第(20)條轉讓「政府物業」之前，隨時要求「承批人」騰空交付已根據本批地條件的特別條件第(19)條簽發完工證明書的「政府物業」或其相關部分的管有權。「承批人」接獲「署長」通知時，必須向「政府」交付「政府物業」，以供「政府」按照「署長」視為恰當的條款與條件專用、佔用和運作。"

14. 「批地文件」特別條件第(23)條訂明：

"(a) 茲毋損本批地條件的特別條件第(24)條之規定，「承批人」必須時刻自費以「署長」全面滿意的方式維修「政府物業」及該處各屋宇裝備裝置，以保持其狀況良好，直至本批地條件的特別條件第(24)(a)條訂明的「保養期」屆滿為止。

(b) 僅就本特別條件而言，「承批人」一詞不包括其受讓人。"

15. 「批地文件」特別條件第(24)條訂明：

"(a) 「政府物業」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(不論關乎工藝、物料、設計等)，以致直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、收費、費用、需索、訴訟及法律程序，「承批人」須向「政府」及「財政司司長法團」作出彌償並確保其獲得彌償：

(i) 在「承批人」交付「政府物業」管有權當日之前已存在者；及

(ii) 「承批人」交付「政府物業」管有權當日後365日內(以下簡稱「保養期」)出現或呈現者。

(b) 如「署長」及/或「財政司司長法團」要求，「承批人」必須自費在「署長」及/或「財政司司長法團」指定的時間內，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「政府物業」或其任何部分和該處各屋宇裝備裝置於任何「保養期」內出現或呈現的任何缺點、失修、不善、故障、失靈或任何其他尚未完成工程。除此之外，「承批人」並須自費在「署長」及/或「財政司司長法團」指定的時間內，以其指定的標準和方式執行工程修妥及糾正「政府物業」或其任何部分和該處各屋宇裝備裝置於「承批人」交付管有權當日已存在的任何缺點、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」及/或「財政司司長法團」將安排檢驗「政府物業」和該處各屋宇裝備裝置的相關部分，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」及「財政司司長法團」各自保留權利在「保養期」屆滿後14日內向「承批人」發出一張或多張「建築瑕疵細目表」，列明「政府物業」和該處各屋宇裝備裝置的相關部分之任何明顯缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「承批人」須自費安排執行所有必要工程，以在「署長」及/或「財政司司長法團」指定的時間內，以其指定的標準和方式補救及糾正此等缺失。

(d) 如「承批人」不執行本特別條件(b)款及(c)款所訂的任何工程，「政府」及/或「財政司司長法團」可自行施工。「承批人」須在接獲通知後支付經「署長」核證(其決定將作終論並對「承批人」約束)為「政府」及/或「財政司司長法團」因此招致的所有相關費用及收費，另加相等於費用及收費總額百分之二十的行政費用。但是，「政府」及/或「財政司司長法團」有權從本特別條件(e)款所載的保證金中扣除本(d)款訂明應繳而「承批人」欠負「政府」及/或「財政司司長法團」的費用、收費和付費。如保證金不足支付「承批人」欠負「政府」及/或「財政司司長法團」的所有應繳費用、收費和付費，「承批人」須在接獲通知時補付差額。

(e) 「承批人」須在依照本批地條件的特別條件第(20)條轉讓「政府物業」的同時，向「政府」支付HK$1,492,000.00的保證金(以下簡稱「保證金」)。茲受限於本特別條件(d)款但書之規定，當「政府物業」的「保養期」屆滿而「承批人」已以令人滿意的方式完成所有維修、修理、修改、重建及糾正工程和「署長」及/或「財政司司長法團」要求的任何其他尚未完成工程，保證金將到期應付予「承批人」(現明確聲明及協議，保證金或當中任何部分均不會計付任何利息)。

(f) 僅就本特別條件而言，「承批人」一詞不包括其受讓人。"

16. 「批地文件」特別條件第(25)條訂明：

"「承批人」須盡快及在不遲於向「政府」交付「政府物業」的管有權當日後8星期內遵照「工程規格附表」規定，自費向「署長」提供所有相關的文件、圖則及材料。"

17. 「批地文件」特別條件第(26)條訂明：

"(a) 「承批人」應在本批地條件協定批授的整個年期內，自費(但「財政司司長法團」可按本批地條件的特別條件第(35)(a)(iv)(I)條規定出資)以「署長」全面滿意的方式維修以下項目(以下簡稱「該等項目」)：

(i) 「政府物業」的外部飾面和「政府物業」之內、四周、其上和其下所有牆、柱、樑、天花、天台樓板、行車道/地台樓板的結構及任何其他結構項件；

(ii) 所有供「政府物業」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「政府物業」及「該地段」發展項目其餘部分之系統一部分的所有屋宇裝備裝置、機器和設備(包括但不限於手提式及非手提式消防裝置與設備)；

(iv) 「政府物業」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「政府物業」及「該地段」發展項目其餘部分使用的公用部分及設施。

(b) 如「承批人」不維修「該等項目」而直接或間接招致或引起任何責任、索償、損失、損害、開支、收費、費用、索求、訴訟及法律程序，「承批人」將向「政府」及「財政司司長法團」作出彌償並確保其獲得彌償。

(c) 僅就本特別條件而言，「承批人」一詞不包括「財政司司長法團」。"

18. 「批地文件」特別條件第(39)條訂明：

"(a) 「該地段」內應提供「署長」滿意的車位作貨車上落貨用途，分配比率如下：

(I) 「該地段」已建或擬建的一座或多座建築物內每800個住宅單位或其中部分配置一個車位，或採取「署長」批准的其他比率，但「該地段」已建或擬建的每座住宅單位大廈最少須配置一個上落貨車位。上落貨車位應位於每座住宅單位大廈內或毗鄰該處；及

(II) 「該地段」已建或擬建作非工業用途(不包括住宅、辦公室、酒店、貨倉及加油站)的一座或多座建築物總樓面面積每800平方米或其中部分配置一個車位。

(b) 根據本特別條件(a)款提供的每個車位面積應為3.5米闊及8.0米長，最低淨空高度為3.6米。受限於本特別條件(c)款之規定，此等車位除供與本款所載的一座或多座建築物相關的貨車上落貨外，不得作任何其他用途。

(c) 儘管有本特別條件(a)款及(b)款之規定，根據本特別條件(a)(II)款提供的車位中最少一個須指定及同時用作與本批地條件的特別條件第(13)(a)條所載「政府物業」相關車輛上落乘客的車位(包括但不限於私家小巴及救護車)和與該條款所載一座或多座建築物相關的貨車上落貨的車位。

(d) 計算按照本特別條件(a)(II)款提供的車位數目時，任何用作泊車及上落貨的樓面面積均不連計在內。"

註：

本F段內所使用的詞彙與本售樓說明書「批地文件摘要」一節內的該等詞彙具有相同涵意。

G. 公契中關於各項設施和休憩用地及該土地該等部分的條文

1. 《公契及管理協議》(「公契」)第1.1條訂明：

"在本公契中，除非上下文義另有准許或要求，下列詞語具有以下界定的意義：

「商業上落貨車位」指根據政府批地文件特別條件第(39)(a)(ii)條提供作為商業樓宇相關貨車裝卸的一(1)個車位（該車位已指定同時供政府物業相關車輛（包括但不限於私家小巴及救護車）上落乘客以及與政府批地文件特別條件第(13)(a)條所載建築物相關的貨車裝卸），在建築圖則內顯示與劃定。在公契圖則的地下平面圖上用紅色顯示並註明"L2"，僅供識別；

「政府物業」指政府批地文件特別條件第(13)(a)條所載及界定為「政府物業」的一間設有48個名額的長者日間護理中心（該樓宇連同地政總署署長全權酌情指定供該處專用的任何其他地方、設施、服務設備及裝置），現於公契圖則的地庫平面圖、地下平面圖和一樓平面圖，以及公契圖則的立面圖上用紫色顯示，僅供識別；

「該等項目」指下列於政府批地文件特別條件第(26)(a)條界定的「該等項目」：

(a) 政府物業外牆及位於政府物業之內、周圍、其上及其下的所有牆、柱、樑、天花、天台樓板、行車道／地台樓板及任何其他結構件的結構；

(b) 所有供政府物業及發展項目其餘部分使用的升降機、自動扶梯及樓梯；

(c) 所有構成政府物業及發展項目其餘部分的服務系統的屋宇裝備裝置、機器與設備（包括但不限於手提及非手提式消防裝置與設備）；

(d) 政府物業下方所有結構性樓板，以及政府物業之內及其下的所有排水系統；及

(e) 供政府物業及發展項目其餘部分使用的所有其他公用部分及設施；"

2. 公契第2.7(h)條訂明:

"財政司司長法團、其租戶、租客、被許可人及經其授權的人等以及政府物業的業主和佔用人:

(i) 有權使用商業上落貨車位,並且具有充分權利及自由,為了依照政府批地文件及本公契規定正當使用與享用地下的商業上落貨車位以及在發生緊急事故或火警時逃生有關的一切目的(與管理人和具有類似權利的其他人士共同)出入、經過、再經過、行經和使用發展項目公用地方及設施和住宅公用地方及設施;

(ii) 具有充分權利及自由,為了正當使用與享用暢通易達停車位有關的一切目的(與管理人和具有類似權利的其他人士共同享有之權利)出入、經過、再經過、行經和使用發展項目公用地方及設施和停車場公用地方及設施;及

(iii) 受政府批地文件的條文規限,具有充分權利及自由(與管理人和具有類似權利的其他人士共同享有之權利)出入、經過、再經過、行經和使用毗連政府物業的空調機平台(在公契圖則的一樓平面圖上註明"A/C PLATFORM"及用黃色顯示,僅供識別)

而不影響本公契附表貳A部分第3(d)條保留的權利、特權及地役權。"

3. 公契第3.4條訂明:

"(a) 財政司司長法團作為政府物業的業主須負責維修和管理政府物業(該等項目除外),但不包括發展項目其餘部分。

(b) 儘管有以上(a)款的規定,如政府物業業主提出要求,管理人須負責保養政府物業專用的服務、設施及裝置,以及管理人可獲付還他執行該等保養工程的費用,但前提是管理人必須預先提交工程費用估計預算連同支持文件和政府物業業主視為必要的其他相關資料,而政府物業業主已以書面批准估計預算以及由管理人施工,管理人才可執行該等工程。

(c) 政府或財政司司長法團均有權隨時全權酌情更改或修改政府物業或其任何部分的用途,毋須首擁有人、其他業主或管理人批准或同意。

(d) 財政司司長法團作為政府物業業主不需要支付下列費用:

(i) 管理按金;

(ii) 資本設備基金,惟倘任何資本開支是實際為政府物業而設或供該處的佔用人、其傭工、承建商、代理人或訪客使用,而事先已獲政府產業署署長或地政總署署長就此提名的代理人批准,則該項資本開支的償付款項不在此限;

(iii) 政府物業的保險保費;

(iv) 廢料清理費;

(v) 特別基金;及

(vi) 逾期繳交或拖欠繳交管理和保養費的罰息及罰款

或同類付款;

(e) 財政司司長法團作為政府物業業主只需就直接服務政府物業或直接使政府物業受益的或政府物業的佔用人、其傭工、承辦商、代理人或訪客使用的地方、設施、服務或該等項目,惟財政司司長法團的具體付款責任由政府產業署署長或地政總署署長就此提名的代理人釐定,並於任何情況均不得超過根據政府物業樓面總面積佔該土地已建或擬建所有建築物樓面總面積之比例計算的管理及保養費金額。上述費用將待至政府物業轉讓或被接管之日(以較早者為準)才開始應繳。此外,除非及直至政府產業署署長或地政總署署長就此提名的代理人已預先以書面批准管理及保養費的金額,財政司司長法團方會承擔責任付款。如財政司司長法團須支付管理及保養開支和資本開支償付款項(於本款簡稱「財政司司長法團費用」),財政司司長法團費用必須:

(i) 由政府產業署署長或地政總署署長提名的代理人就直接服務政府物業或直接使政府物業受益的或政府物業的佔用人、其傭工、承辦商、代理人或訪客使用的地方、設施、服務或該等項目釐定,但付費責任不得超過根據政府物業樓面總面積佔該土地已建或擬建所有建築物樓面總面積的比例;

(ii) 在招致付款責任之前預先經政府產業署署長或地政總署署長就此提名的代理人書面批准;及

(iii) 於政府物業轉讓或被接管之日(以較早者為準)開始應繳。

(f) 財政司司長法團作為政府物業業主毋須就發展項目任何其他部分(不論是否公用地方及設施)攤付管理及保養費,亦毋須就政府產業署署長或地政總署署長就此提名的代理人認為並非直接服務或惠及政府物業的任何設施或服務攤付管理及保養費。

(g) 如政府產業署署長發出書面要求,管理人應向財政司司長法團免費供應季度帳目、經審核報告書及預算,以證實現已招致/估計的開支合理。

(h) 所有提交或發送給財政司司長法團的帳目、報告書、預算、通知及要求應免費以預付郵資郵件方式寄至或手遞至財政司司長法團,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樓政府產業署政府產業署署長收,又或送達財政司司長法團以書面指定的其他人士及地址。

(i) 儘管本公契有任何相反規定,如政府物業業主需就任何事項徵取管理人同意,管理人不可無理拒絕給予同意,並要免費辦理。

(j) 儘管本公契有任何相反規定,任何業主(包括首擁有人)不可代表財政司司長法團或政府產業署署長與政府交涉任何直接影響政府物業的事項。政府產業署署長具有絕對酌情權決定政府物業是否直接受影響。

(k) 儘管本公契有任何相反規定,管理人不可代表財政司司長法團或政府產業署署長與政府進行任何交涉。

(l) 儘管本公契有任何相反規定,財政司司長法團作為政府物業業主可獲豁免聘用管理人或首擁有人指定的保養或服務承辦商。"

4. 公契第4.6條訂明:

"年度預算須涵蓋該土地及發展項目的管理開支,在不影響上述一般適用範圍下,包括:

……

(f) 維修、保養及管理本公契訂明或政府批地文件規定的該等項目之費用;"

5. 公契第4.7條訂明:

"年度預算須劃分為下列部分:

(a) 第1部分須涵蓋管理人認為(除非有明顯錯誤,管理人的決定是終局性的)供全體業主受益或妥善管理該土地及發展項目、發展項目公用地方及設施、該等項目和斜坡及護土牆(如有)所需的一切開支;

……"

6. 公契第4.8(a)及4.8(c)條訂明:

"每個業主(不包括財政司司長法團)須按下列方式分擔預算管理開支:

(a) 每個單位業主(不包括財政司司長法團)須分擔年度預算第1部分規定的預算管理開支中其適當部分,該部分相等於其單位的管理份數除以發展項目全部管理份數;

……

(c) 每個商業單位業主須分擔年度預算第3部分規定的預算管理開支中其適當部分,該部分相等於其商業單位的管理份數除以全部商業單位管理份數,但商業上落貨車位的管理及保養費用(如有)將受制於財政司司長法團分擔款項,如本契第3.4(e)和(f)條所述;"

7. 公契第4.16(a)條訂明:

"管理人可向公用地方及設施或其中任何部分的被許可人及其他佔用人(不包括財政司司長法團、其承租人、租客、被許可人及經其授權的任何人等和政府物業業主或佔用人)收取管理人合理決定的款項,該等收取款項須撥入管理基金,供全體業主受益。"

8. 公契第5.1(b)條訂明:

"(i)管理、保養和控制該土地及發展項目的公共車道及停車場並移走在並非保留作停車或裝卸的區域停泊的任何汽車、腳踏車、滑板、電單車及其他車輛或未經車位業主或合法佔用人同意在任何車位停泊的任何車輛或未繳付停車費(如有)在暢通易達停車位、住宅上落貨車位、商業上落貨車位或訪客車位停泊的任何車輛並作出一切必要的行為及事宜,以便為當時有權使用停車位、暢通易達停車位、住宅上落貨車位、商業上落貨車位及訪客車位的人等提供暢通無阻的通道。但是,財政司司長法團、其承租人、租客、被許可人及經其授權的任何人等和政府物業業主或佔用人有權使用商業上落貨車位作為政府物業相關車輛(包括但不限於私家小巴及救護車)上落乘客及貨車裝卸貨物,惟在商業上落貨車位裝卸貨物超過管理人不時向商業上落貨車位使用人訂定的合理時間,財政司司長法團與管理人將向該使用人徵收由財政司司長法團及管理人不時同意的收費;

(ii) 管理、保養及控制暢通易達停車位、訪客車位、住宅上落貨車位及商業上落貨車位的使用並經業主委員會（如已成立）或業主立案法團（如已成立）的預先批准，對其使用釐定合理的收費。因此獲取的所有收費須撥入發展項目公用地方及設施、住宅公用地方及設施或商業公用地方及設施（視情況而定）的管理基金；”

9. 公契第5.2(k)條訂明:

“在不限制本公契賦予管理人的其他權力的一般適用範圍下，管理人具有權力：

……

“經業主委員會(如已成立)或業主立案法團(如已成立)的批准，對進入及／或使用商業上落貨車位收取訂明費用，而因此收集的所有訂明費用須撥入管理基金，用於管理、保養和維修商業公用地方及設施。但是，財政司司長法團、其承租人、租客、被許可人及經其授權的任何人等和政府物業業主或佔用人有權使用商業上落貨車位作為政府物業相關車輛(包括但不限於私家小巴及救護車)上落乘客及貨車裝卸貨物，惟在商業上落貨車位裝卸貨物超過管理人不時向商業上落貨車位使用人訂定的合理時間，財政司司長法團與管理人將向該使用人徵收由財政司司長法團及管理人不時同意的收費。”

10. 公契第10.12條訂明:

"(a) 業主(不包括財政司司長法團)須自費(但受制於財政司司長法團如第3.4(a)、3.4(e)及3.4(f)條所述分擔部分款項)以地政總署署長全面滿意的方式保養該等項目。

(b) 該等項目由管理人負責管理及保養，假如因為或由於管理人或業主（不包括財政司司長法團）不管理或不保養該等項目而直接或間接引起任何責任、索償、損失、損害、開支、收費、費用、索求、訴訟及法律程序，業主（不包括財政司司長法團）須向政府及財政司司長法團作出彌償並確保他們獲得彌償。”

11. 公契附表貳A部第3條訂明:

“財政司司長法團、其承租人、租客、被許可人及經財政司司長法團授權的人等和政府物業的現任業主及佔用人可享有下列權利、特權和地役權，並且毋須經管理人或任何其他業主准許、批准或同意，即可行使此等權利、特權及地役權：

(a) 有權享有政府物業的遮蓋、承托及保護；

(b) 有權隨時透過現時或於政府批地文件訂明的租期內在該土地及發展項目任何部分鋪設或越過之溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他傳導體而享用接駁至政府物業的暢通無阻的氣體、電力、食水、污水排放、空調、電話和所有其他服務；

(c) 有權在任何時候按其全權酌情自費改動、改道、修改、重鋪或恢復任何專為政府物業或其任何部分而設的服務及設施（以下簡稱「政府物業服務」），而毋須支付任何徵費，亦毋須取得任何其他業主或管理人批准或同意。但是進行政府物業服務的改動、改道、修改、重鋪或恢復工程必須採取適當及足夠的防護及預防措施，確保不會導致該土地之內供政府物業以外發展項目所有其他部分享用的服務及設施受損；

(d) 有權出入、經過、再經過、行經和使用任何公用地方及設施，以作正當使用和享用政府物業或其任何部分有關的用途，以及享用和獲取位於該土地或發展項目或其任何部分的公用地方及設施之利益；

(e) 在所有合理時間帶同或不帶同測量師、承建商、工人和其他人等以及不論是否駕車或帶上或不帶上機械、設備、物料及機器，進入該土地或其中任何部分或發展項目任何部分，以便在政府物業或其任何部分持續執行或進行保養、維修、加建、改建及其他工程，以及進行政府物業服務或其任何部分的保養、維修、加建、改建、改道、修改、重鋪、還原及其他工程；

(f) 遵照地政總署署長的規定，享有暢通無阻進出政府物業的通行權；

(g) 行使專有權，以財政司司長法團視為適當的方式，在政府物業或其任何部分範圍之內和邊界周圍的牆、柱及其他結構件安裝、搭建、展示、陳列、維修、修理、拆除和更新招牌及廣告，並且享有通行權，可帶同或不帶同測量師、承建商、傭工、工人和其他人等及不論是否駕車或帶上或不帶上機械、設備、機器及物料，越過該土地或其中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、保養、維修、拆除和更新此等招牌及廣告；

(h) 有權進出通行裝設於政府物業的照明管道、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；

(i) 有權改動和運作位於政府物業之內、周圍、其上及其下的牆、柱、樑、天花、天台樓板、行車道／地台樓板和其他構築物構件而專供政府物業或其中任何部分使用與享用的附加服務設施，以及享有相關通行權，可帶同或不帶同測量師、承建商、傭工、工人和其他人等及不論駕車或帶上或不帶上機械、設備、機器及物料，通行該土地或其中任何部分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。”

12. 公契附表貳B部第1條訂明:

“持有每份不可分割份數和有權獨家持有、使用、佔用和享用該處所的業主須受制於下列權利及特權，但是行使此等權利及特權須承受財政司司長法團的權利、地役權及特權的規限，並且不可於任何方面不利地影響或損害本公契及政府批地文件賦予財政司司長法團的權利、地役權及特權：

……

(b) （適用於政府物業的所有處所）管理人擁有充分的權利和特權在所有合理時間內經合理通知（緊急情況除外），以及預先徵取政府物業業主批准（緊急情況除外）並且負責政府物業任何損壞的所有費用與開支，帶同或不帶同代理人、測量師、工人及其他人士和帶上或不帶上設備及裝置在任何合理時間內進入該處所，旨在對發展項目或其中任何部分、該處任何公用地方及設施、供發展項目或其中任何部分受益使用或安裝作為一般便利設施的任何其他器具及設備，進行必要的維修或保養，但是管理人須自費維修因此造成的任何損壞，和須對管理人、他的僱員、代理人或承建商在行使上述權利期間產生的刑事責任、蓄意或疏忽的行為或不作為負責；”

13. 公契附表參第8(m)條訂明:

“商業上落貨車位只能用作商業樓宇佔用人的貨車裝卸之用途；儘管以上所述，商業上落貨車位須被指定兼同時用作與政府批地文件特別條件第(13)(a)條所載政府物業相關車輛（包括但不限於私家小巴及救護車）上落乘客的車位和供該特別條件指定建築物的相關貨車裝卸。”

14. 公契附表參第38(c)條訂明:

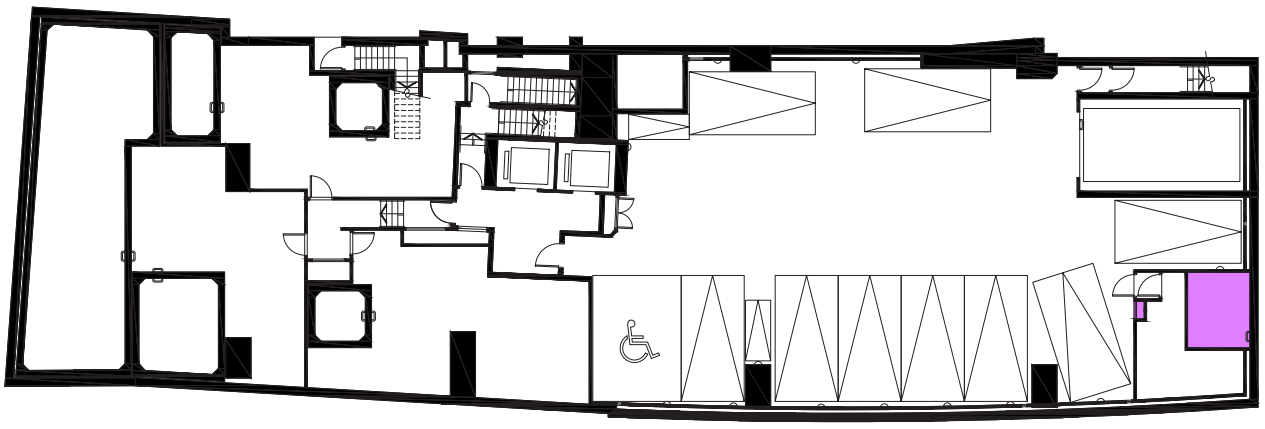
“儘管以上(a)及(b)款另有任何規定，財政司司長法團只須負責保養及管理政府物業（該等項目除外）（除非本公契另行訂明）。”

註：

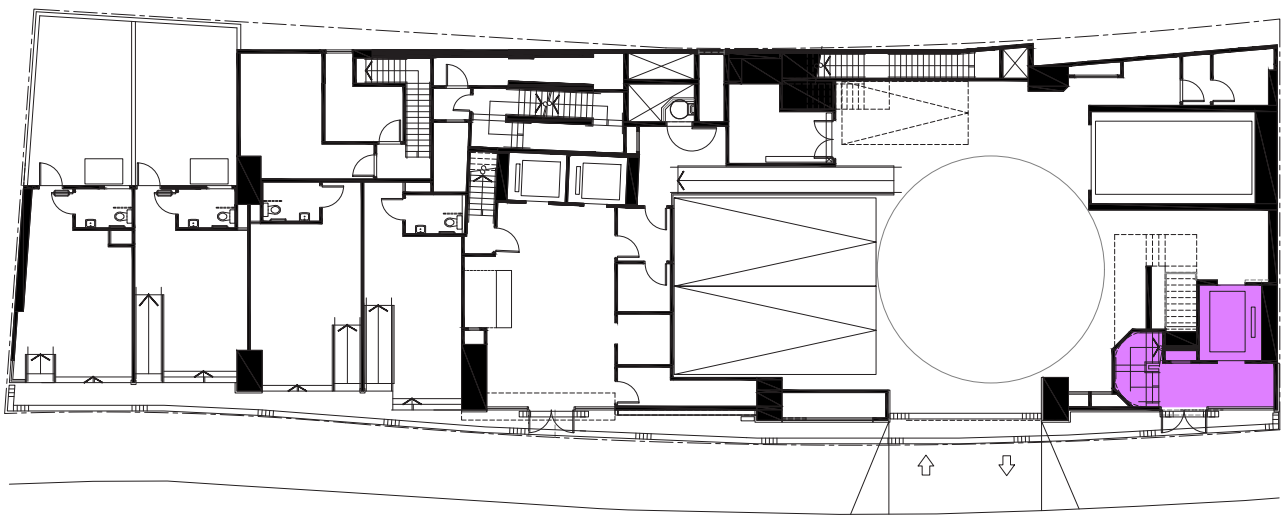
本G段內所使用的詞彙與本售樓說明書「公契的摘要」一節內的該等詞彙具有相同涵意。

H. Plan that shows the location of those facilities and open spaces, and those parts of the land
顯示該等設施、休憩用地及土地中的該等部分的位置的圖則

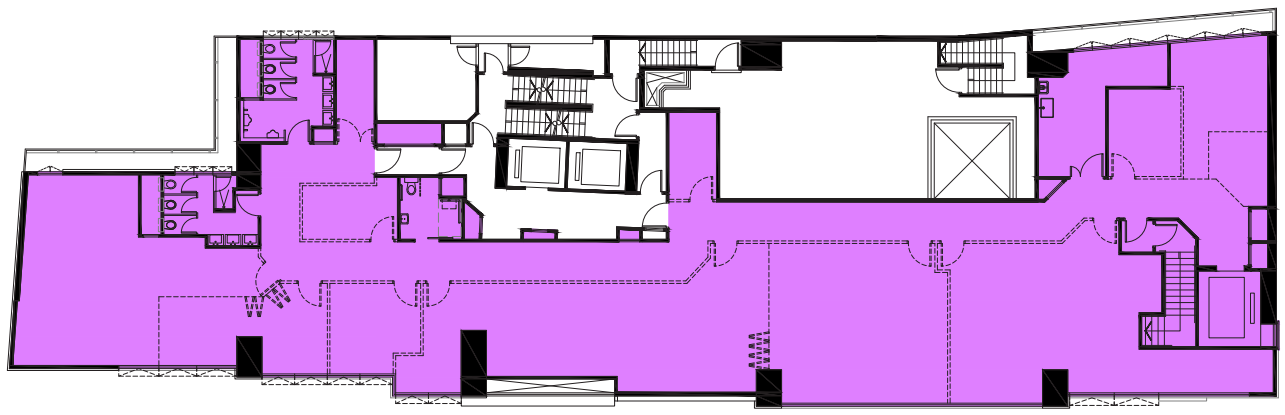
Government Accommodation
政府物業



BASEMENT FLOOR PLAN
地庫樓面平面圖



GROUND FLOOR PLAN
地下樓面平面圖



1/F FLOOR PLAN
一樓樓面平面圖

LEGEND 圖例

DAY CARE CENTRE FOR THE ELDERLY 長者日間護理中心

Scale 比例: 0 1 2 3 4 5M/米

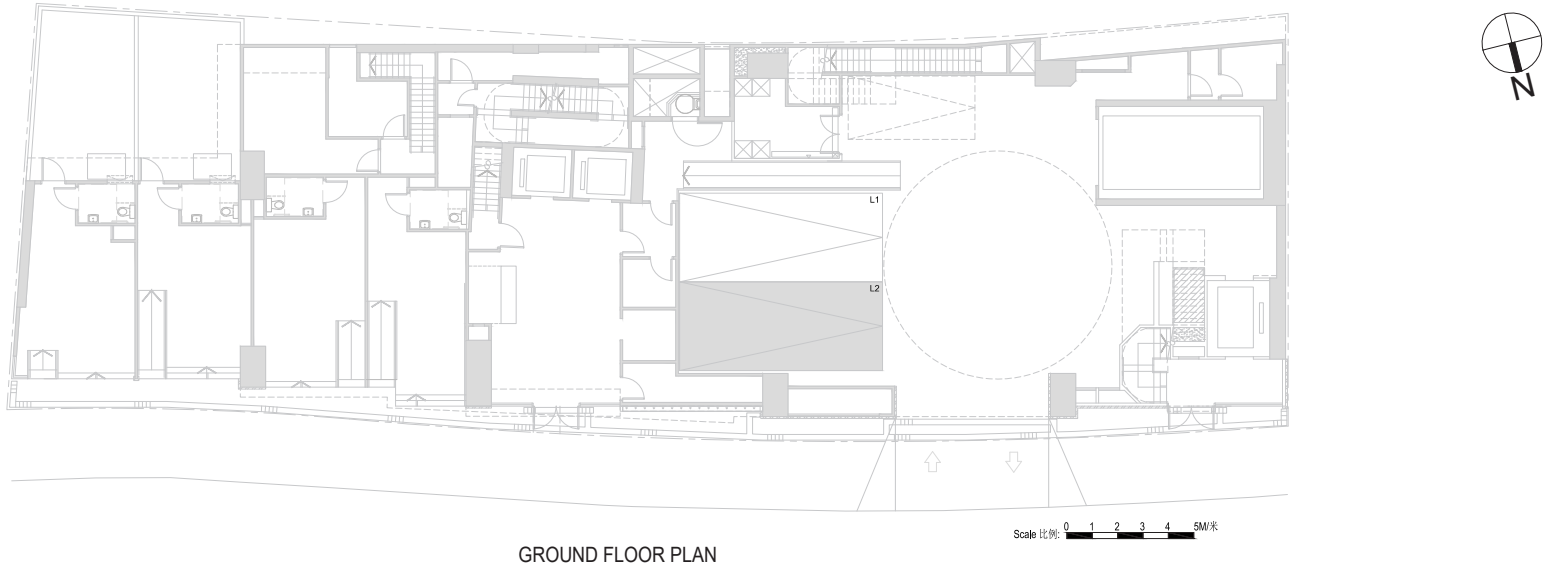
Notes:

1. These plans are for showing the location of the Government Accommodation only. Other matters shown on these plans may not reflect their latest conditions.
2. It is not practicable to show the locations of "Green Area", "Structures" and "Items" on these plans. For the location of the "Commercial Loading and Unloading Space", please refer to the Commercial Loading and Unloading Space Plan below.Space Plan below.

註:

1. 此等圖則僅作顯示「政府物業」的位置,圖則中所示的其他事項未必反映其最新狀況。
2. 在切實可行範圍內未能於圖則上顯示「綠色範圍」、「構築物」及「該等項目」的位置。有關「商業上落貨車位」的位置,請參閱下面商業上落貨車位圖則。

Commercial Loading and Unloading Space
商業上落貨車位



GROUND FLOOR PLAN
地下樓面平面圖

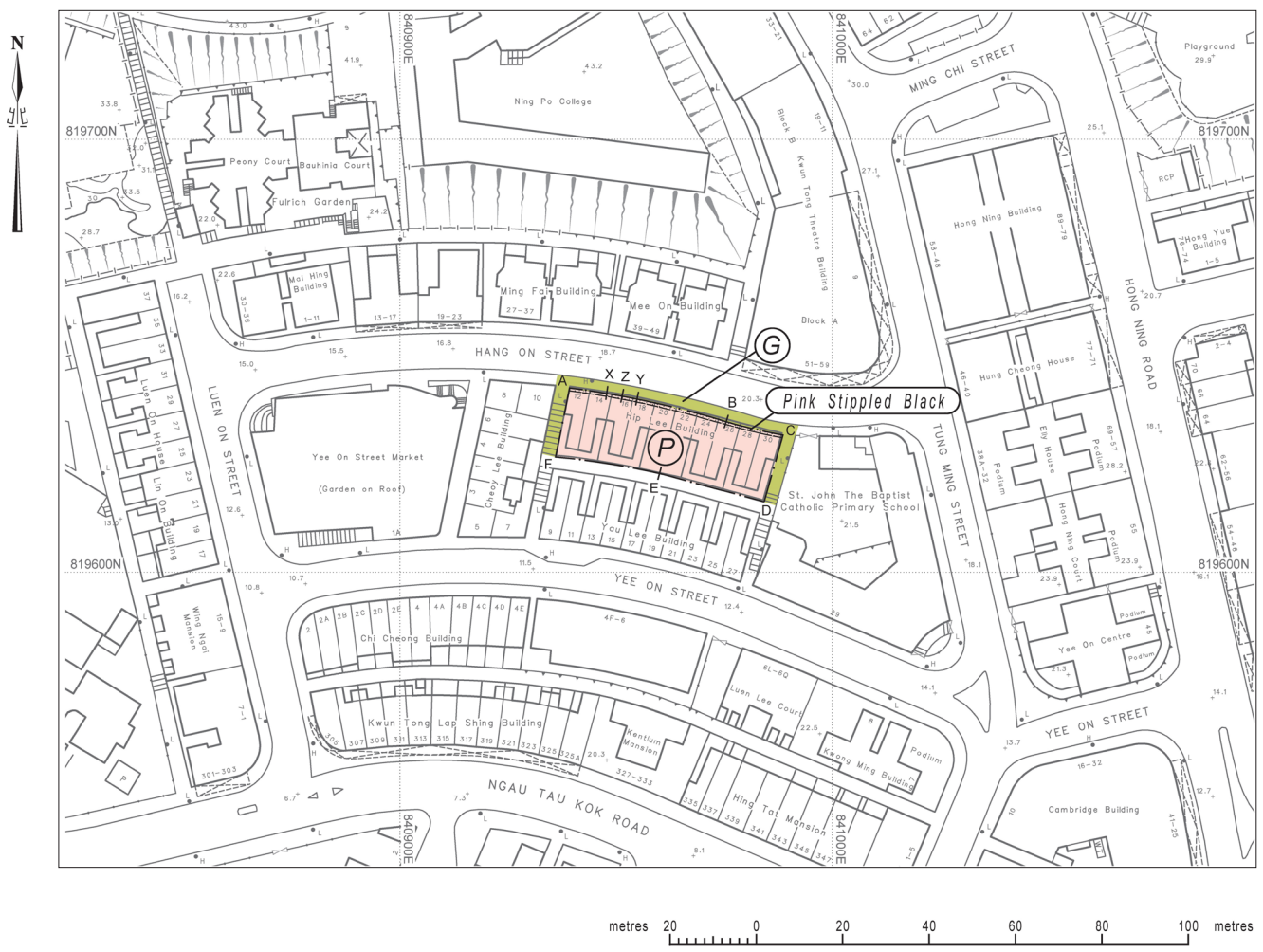
Notes:

1. This plan, which is extracted from the DMC plan and has been simplified and processed, is one of the plans referred to in this Section.
2. This plan is for showing the location of the Commercial Loading and Unloading Space only. Other matters shown on the plan may not reflect their latest conditions.
3. It is not practicable to show the locations of "Government Accommodation", "Green Area", "Structures" and "Items" on the plan."Commercial Loading and Unloading Space", "Structures" and "Items" on the plan.

註：

1. 本圖則摘錄自公契圖則並經過簡化處理，亦是本章節提及的圖則之一。
2. 本圖則僅作顯示「商業上落貨車位」的位置，圖則中所示的其他事項未必反映其最新狀況。
3. 在切實可行範圍內未能於本圖則上顯示「政府物業」、「綠色範圍」、「構築物」及「該等項目」的位置。

Green Area
綠色範圍



NOTATION 圖例

Pink Stippled Black
粉紅色加黑點

Green Area
綠色範圍

Notes:

1. This plan is a reproduction of the plan annexed to the Land Grant, and is one of the plans referred to in this Section.
2. The plan is for showing the location of the Green Area only. Other matters shown on the plan may not reflect their latest condition.
3. It is not practicable to show the location of "Government Accommodation", "Commercial Loading and Unloading Space", "Structures" and "Items" on the plan.

註：

1. 本圖則是附錄於批地文件的圖則的複製本，亦是本章節提及的圖則之一。
2. 本圖則僅作顯示「綠色範圍」的位置，圖則中所示的其他事項未必反映其最新狀況。
3. 在切實可行範圍內未能於本圖則上顯示「政府物業」、「商業上落貨車位」、「構築物」及「該等項目」的位置。

WARNING TO PURCHASERS
對買方的警告

18

1. The Purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the Owner) to act for the purchaser in relation to the transaction.

2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.

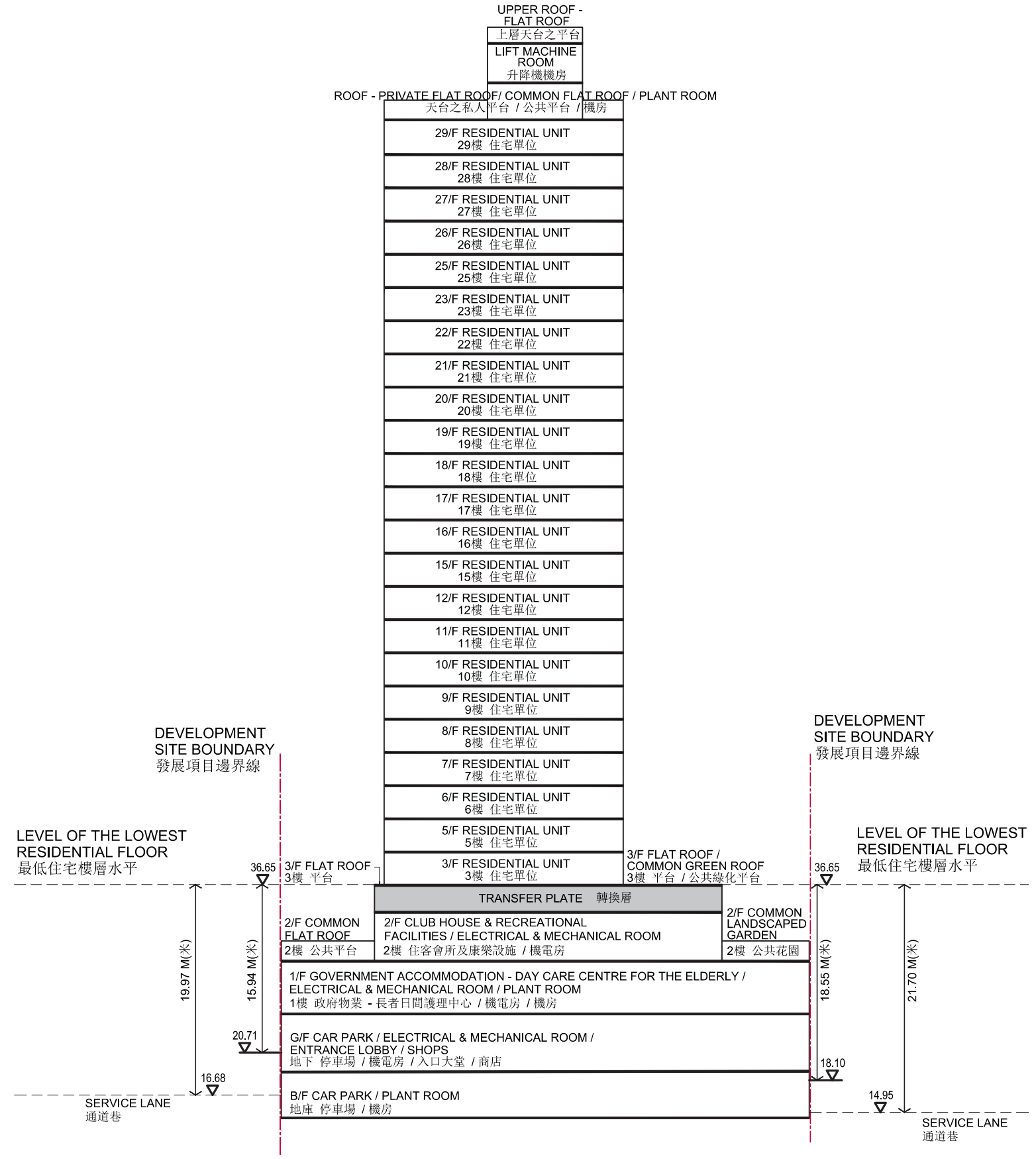
3. If the purchaser instructs the firm of solicitors acting for the Owner to act for the purchaser as well, and a conflict of interest arises between the Owner and the purchaser –
   (a) that firm may not be able to protect the purchaser's interests; and
   (b) the purchaser may have to instruct a separate firm of solicitors; and
   (c) that in the case of paragraph 3(b), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

1. 現特此建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外),以在交易中代表買方行事。

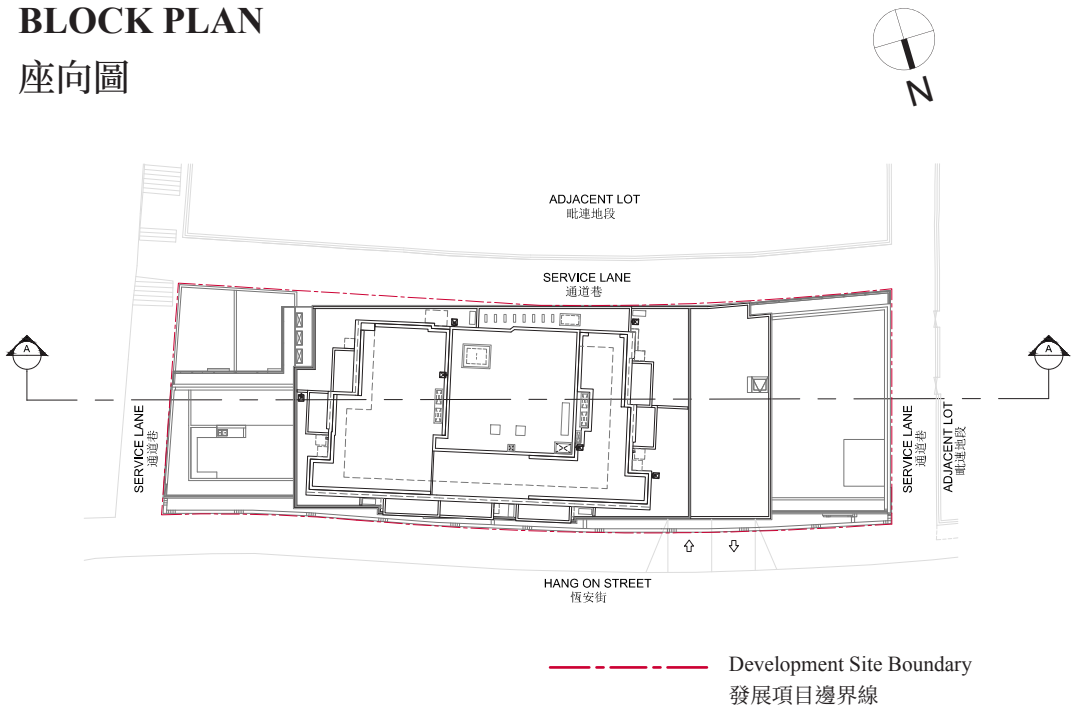
2. 如買方聘用上述的獨立的律師事務所,以在交易中代表買方行事,該律師事務所將會能夠向買方提供獨立的意見。

3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事,而擁有人與買方之間出現利益衝突 –
   (a) 該律師事務所可能不能夠保障買方的利益; 及
   (b) 買方可能要聘用一間獨立的律師事務所; 及
   (c) 如屬3(b)段的情況,買方須支付的律師費用的總數,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 A-A
橫截面圖 A-A



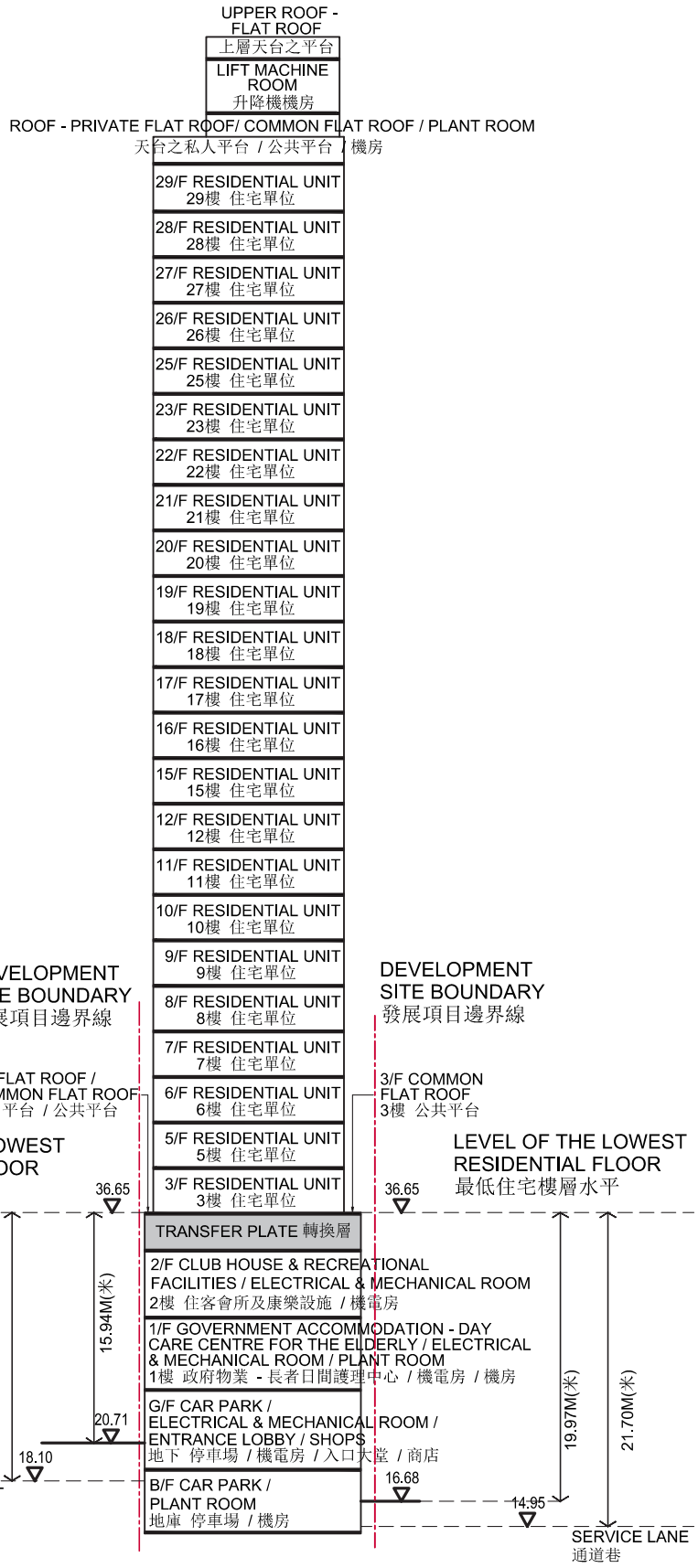
BLOCK PLAN
座向圖



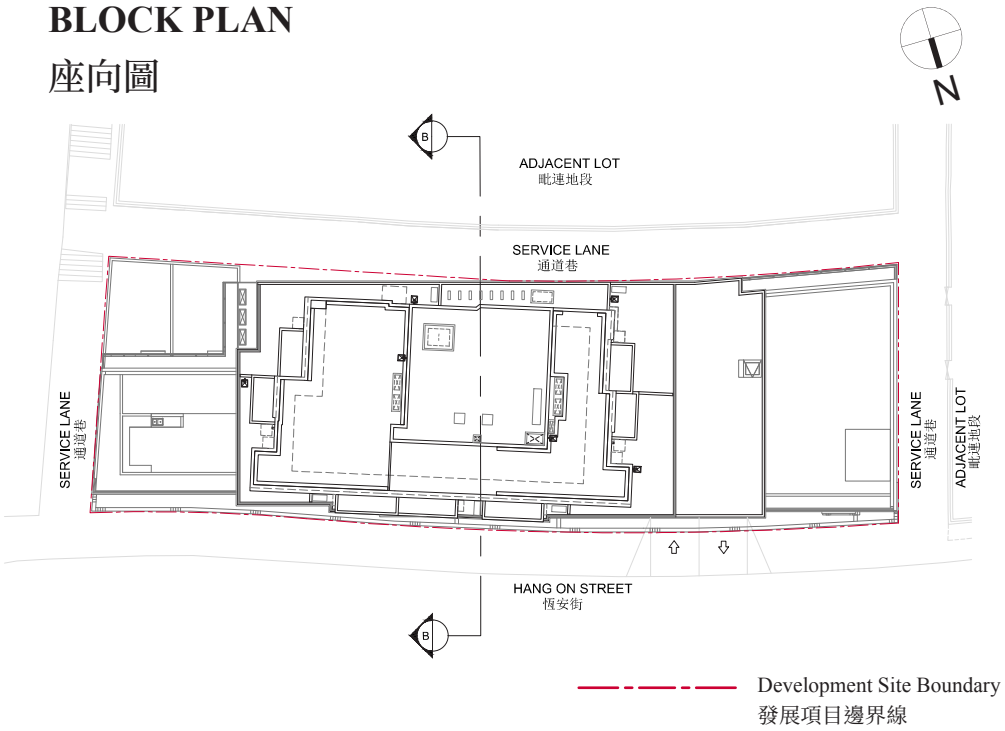
1. The level of lowest residential floor of the building is 36.65 metres above Hong Kong Principal Datum (HKPD).
2. The part of service lane adjacent to the west side of the building is 14.95 to 18.10 metres above Hong Kong Principal Datum (HKPD).
3. The part of service lane adjacent to the east side of the building is 16.68 to 20.71 metres above Hong Kong Principal Datum (HKPD).
4. ▽ Height (in metres) above Hong Kong Principal Datum (HKPD).

1. 發展項目之最低住宅層為香港主水平基準以上36.65米。
2. 毗連建築物的西面的一段通道巷為香港主水平基準以上14.95米至18.10米。
3. 毗連建築物的東面的一段通道巷為香港主水平基準以上16.68米至20.71米。
4. ▽ 香港主水平基準以上高度(米)。

CROSS - SECTION PLAN B-B
橫截面圖 B-B



BLOCK PLAN
座向圖



1. The level of lowest residential floor of the building is 36.65 metres above Hong Kong Principal Datum (HKPD).
2. The part of Hang On Street adjacent to the north side of the building is 18.10 to 20.71 metres above Hong Kong Principal Datum (HKPD).
3. The part of service lane adjacent to the south side of the building is 14.95 to 16.68 metres above Hong Kong Principal Datum (HKPD).
4. ▽ Height (in metres) above Hong Kong Principal Datum (HKPD).

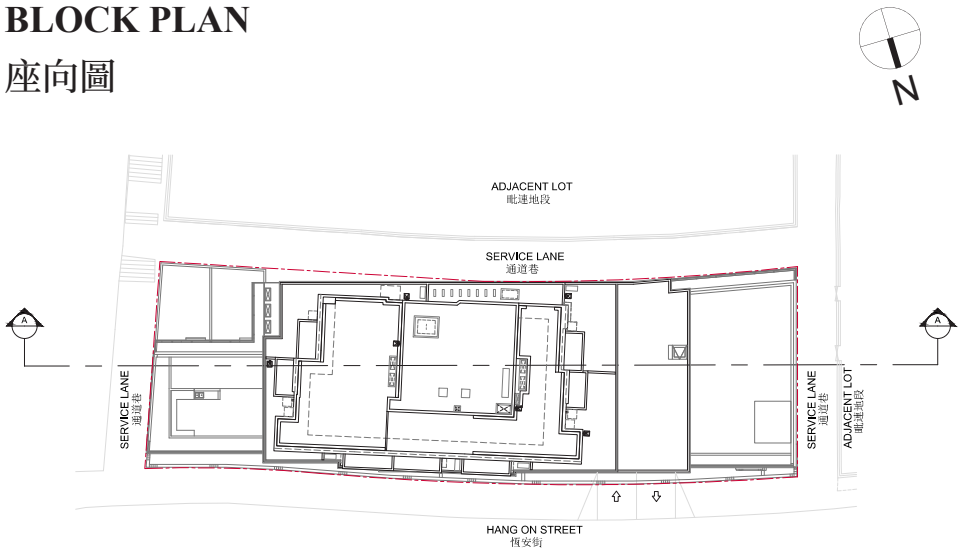
1. 發展項目之最低住宅層為香港主水平基準以上36.65米。
2. 毗連建築物的北面的一段恆安街為香港主水平基準以上18.10米至20.71米。
3. 毗連建築物的南面的一段通道巷為香港主水平基準以上14.95米至16.68米。
4. ▽ 香港主水平基準以上高度(米)。

ELEVATION PLAN
立面圖

EAST ELEVATION PLAN
東面立面圖

NORTH ELEVATION PLAN
北面立面圖

BLOCK PLAN
座向圖



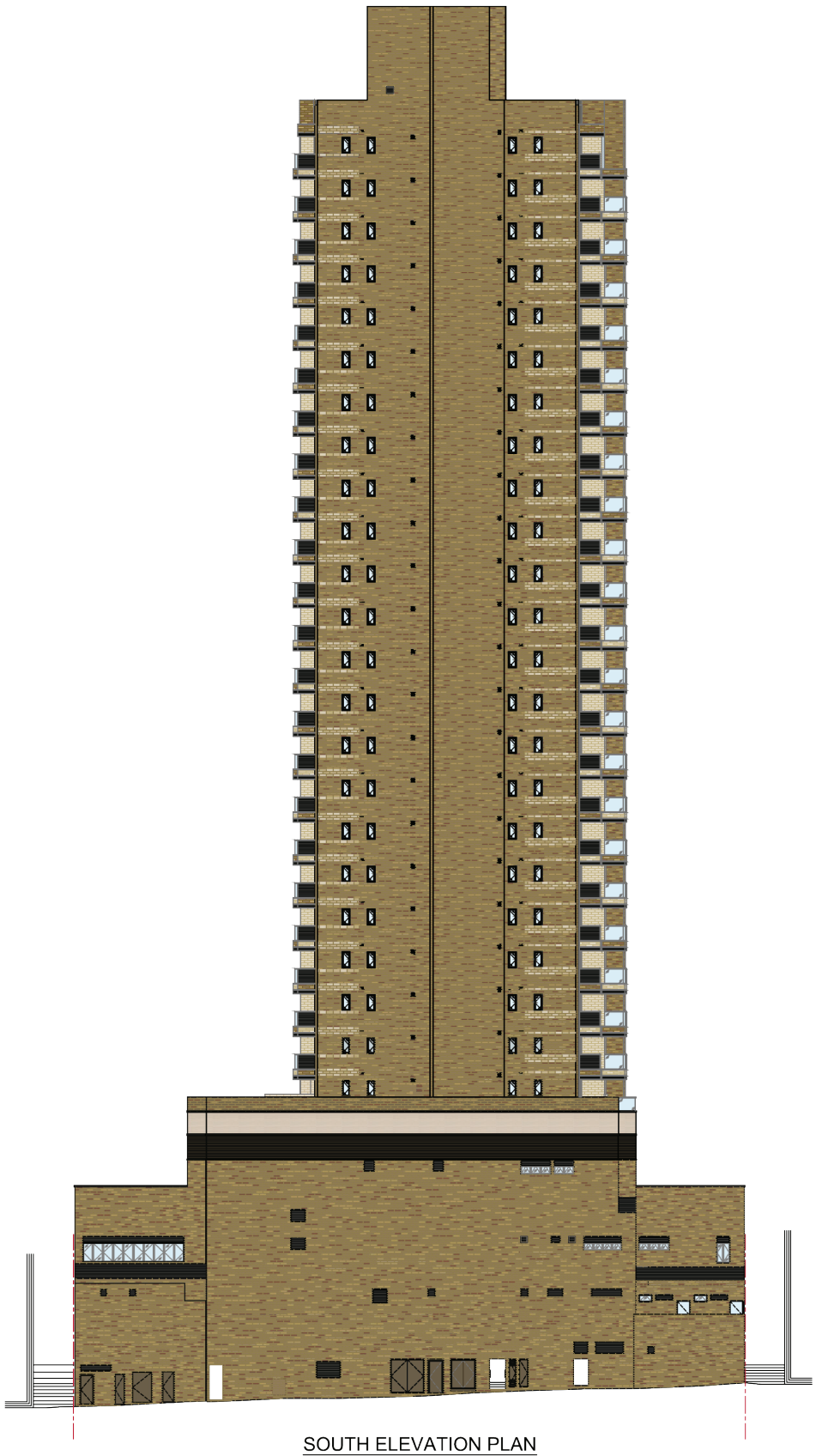
Development Site Boundary
發展項目邊界線

Authorized person for the Development certified that the elevations shown in these plans:

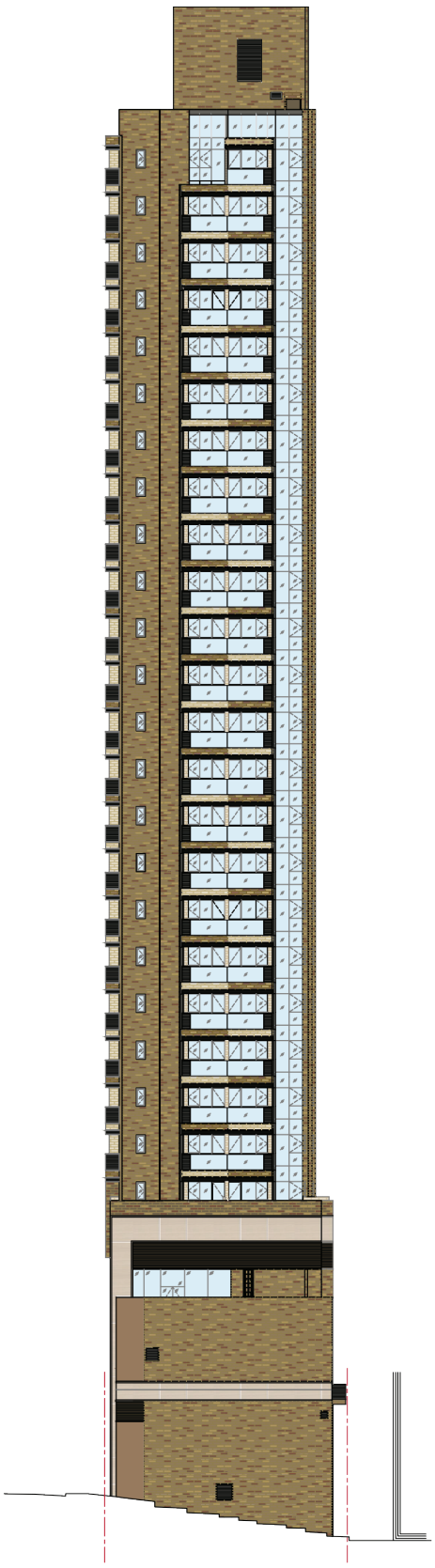
1. are prepared on the basis of the approved building plans for the Development as of 3 March 2023; and
2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

1. 以2023年3月3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。

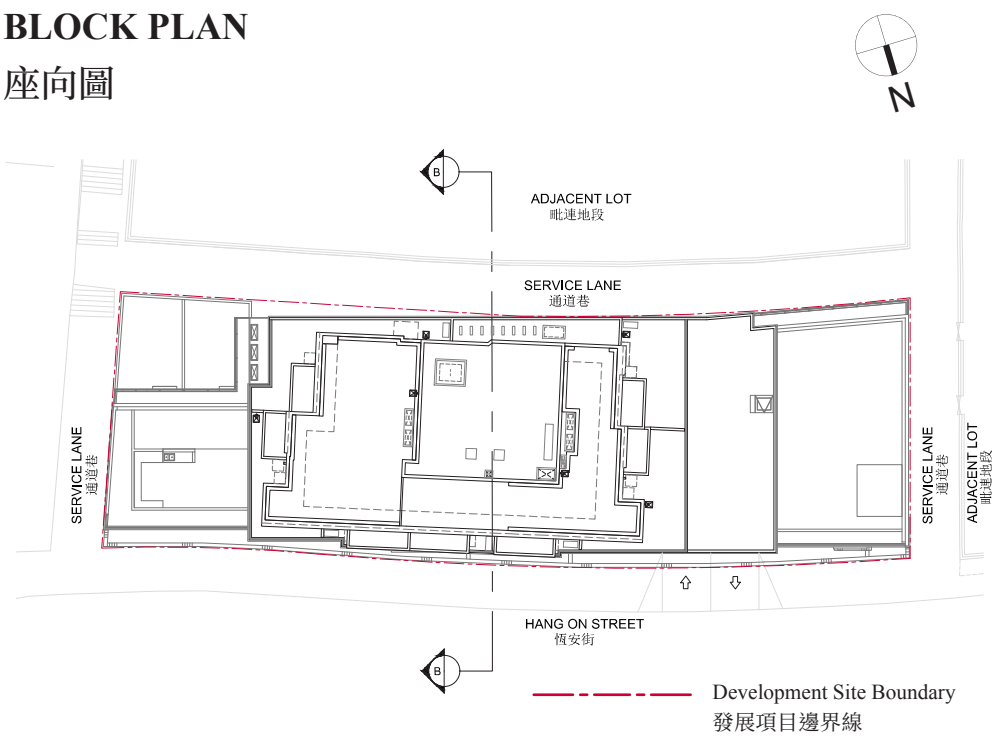


SOUTH ELEVATION PLAN
南面立面圖



WEST ELEVATION PLAN
西面立面圖

BLOCK PLAN
座向圖



Authorized person for the Development certified that the elevations shown in these plans:

1. are prepared on the basis of the approved building plans for the Development as of 3 March 2023; 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圖所顯示的立面：

1. 以2023年3月3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。

Category of Common Facilities 公共設施的類別	Covered Area 有上蓋面積 sq. m. 平方米 (sq. ft. 平方呎)	Uncovered Area 無上蓋面積 sq. m. 平方米 (sq. ft. 平方呎)	Total Area 總面積 sq. m. 平方米 (sq. ft. 平方呎)
Residents' Clubhouse (including any recreational facilities for residents' use) (such facilities are covered) 住客會所 (包括供住客使用的任何康樂設施) (該設施有上蓋遮蓋)	230.800 (2,484)	Not applicable 不適用	230.800 (2,484)
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 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	Not applicable 不適用	Not applicable 不適用	Not applicable 不適用
Communal garden or play area for residents' use below the lowest residential floor of a building in the Development 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	60.071 (647)	185.030 (1,992)	245.101 (2,638)

Note:

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

備註:

上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。

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

22

1. Copies of the Outline Zoning Plans relating to the Development are available at http://www.ozp.tpb.gov.hk
2. A copy of every deed of mutual covenant in respect of the specified residential property that has been executed is available for inspection free of charge at the place at which the specified residential properties is offered to be sold.

1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk
2. 指明住宅物業的每一已簽立的公契文本存放於在指明住宅物業的售樓處，以供免費閱覽。

1. Exterior Finishes

(a)	External Wall	
	Podium	Finished with glass panel, ceramic tiles, aluminium cladding, aluminium feature and grille.
	Tower	Finished with ceramic tiles, curtain wall, aluminium feature and aluminium grille.
(b)	Window	Aluminium window frame with Polyvinylidene Difluoride ("PVF2") coating, fixed with tempered laminated glass with low-e coating for all windows in living / dining room, master bedroom, bedroom and kitchen in Flat C and E on 29/F. Aluminium window frame with Polyvinylidene Difluoride ("PVF2") coating, fixed with single glazed tinted tempered glass for bedroom in Flat A and G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F. Aluminium window frame with Polyvinylidene Difluoride ("PVF2") coating, fixed with obscured glass for bathroom in Flat A, B, F and G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F and for bathroom in Flat A, C, E and G on 29/F)
(c)	Bay Window	Not applicable
(d)	Planter	Finished with natural stone (planters on 2/F).
(e)	Verandah or Balcony	Balconies are covered and fitted with tempered laminated glass balustrade. Floor is finished with porcelain tiles. Walls are finished with ceramic tiles. Ceiling is finished with aluminium false ceiling. There is no verandah.
(f)	Drying Facilities for Clothing	Not applicable

1. 外部裝修物料

(a)	外牆	
	平台	以玻璃飾板、瓷磚、鋁質飾板、鋁質裝板及裝飾組件鋪砌。
	大廈	以瓷磚、玻璃幕牆、鋁質裝板及裝飾組件鋪砌。
(b)	窗	選用聚偏二氟乙烯(「氟碳」)塗層鋁質窗框配低輻射鍍膜強化夾層玻璃於客/飯廳、主人房、睡房及二十九樓 C 及 E 單位之廚房。 選用聚偏二氟乙烯(「氟碳」)塗層鋁質窗框配單層有色強化玻璃於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十九樓 A 及 G 單位之睡房。 選用聚偏二氟乙烯(「氟碳」)塗層鋁質窗框配磨砂玻璃於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十八樓 A, B, F 及 G 單位之浴室及二十九樓 A, C, E 及 G 單位之浴室。
(c)	窗台	不適用
(d)	花槽	以天然石鋪砌(花槽位於二樓)。
(e)	陽台或露台	露台均有蓋且裝飾強化夾層玻璃欄杆。地台以瓷磚鋪砌。牆身以瓷磚鋪砌。天花裝設鋁質假天花。不設陽台。
(f)	乾衣設施	不適用

2. Interior Finishes

(a)	Lobby	
	G/F Lift Lobby	Floor is finished with porcelain tiles. Walls are finished with porcelain tiles, stainless steel panels and plastic laminate panel up to false ceiling level. Ceiling is finished with gypsum board false ceiling with emulsion paint and aluminium baffle ceiling.
	3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F Lift Lobby	Floor is finished with porcelain tiles. Skirting is finished with reconstituted stone. Walls are finished with stainless steel panel and porcelain tiles up to the false ceiling level. Ceiling is finished with gypsum board false ceiling, emulsion paint, timber veneer and stainless steel panel.
(b)	Internal Wall and Ceiling	Walls are finished with emulsion paint. Ceiling is finished with emulsion paint and partly finished with gypsum board bulkhead with emulsion paint.
(c)	Internal Floor	Floor and skirting are finished with porcelain tiles (applicable to living / dining rooms and bedrooms in all flats and for store in Flats C and E on 29/F).
(d)	Bathroom	
	Bathroom in Flats A to G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, C, E, F and G on 27/F to 28/F and Flats A, C, E and G on 29/F	Walls where exposed are finished with porcelain tiles up to false ceiling level. Floor where exposed is finished with porcelain tiles. Ceiling is finished with gypsum board false ceiling and waterproof emulsion paint.
	Bathroom in Store in Flats C and E on 29/F	Walls where exposed are finished with ceramic tiles up to false ceiling level. Floor where exposed is finished with porcelain tiles. Ceiling is finished with gypsum board false ceiling and waterproof emulsion paint.
(e)	Kitchen	
	Open Kitchen in Flats A, B and F on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B and F on 27/F to 28/F and Flats A on 29/F	Walls are partly finished with back painted glass panel up to bottom of wall hung kitchen cabinet (except those areas covered by base kitchen cabinet at which they are finished with ceramic tiles) and partly finished with stainless steel panel up to false ceiling level. Floor is finished with porcelain tiles (except those areas covered by kitchen cabinet at which they are finished with ceramic tiles). Ceiling is partly finished with gypsum board false ceiling and waterproof emulsion paint and partly finished with stainless steel panel. Cooking bench is finished with solid surfacing material.
	Open Kitchen in Flats C, D, E and G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats C, E and G on 27/F to 28/F, and Flats G on 29/F	Walls are partly finished with back painted glass panel up to bottom of wall hung kitchen cabinet (except those areas covered by base kitchen cabinet at which they are finished with ceramic tiles) and partly finished with stainless steel panel up to false ceiling level. Floor is finished with porcelain tiles (except those areas covered by kitchen cabinet at which they are finished with ceramic tiles). Ceiling is partly finished with gypsum board false ceiling and waterproof emulsion paint. Cooking bench is finished with solid surfacing material.
	Kitchen in Flats C and E on 29/F	Walls are finished with porcelain tiles up to bottom of false ceiling (except those areas covered by base kitchen cabinet at which they are finished with ceramic tiles). Floor is finished with porcelain tiles (except those areas covered by kitchen cabinet at which they are finished with ceramic tiles). Ceiling is finished with gypsum board false ceiling and waterproof emulsion paint. Cooking bench is finished with solid surfacing material.

2. 室內裝修物料

(a)	大堂	
	地下升降機大堂	地台以瓷磚鋪砌。牆身直至假天花以瓷磚、不鏽鋼飾面板、膠夾板鋪砌。天花裝設石膏板假天花髹上乳膠漆及鋁質擋板天花。
	三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十九樓升降機大堂	地台以瓷磚鋪砌。地腳線以人造石鋪砌。牆身直至假天花以不鏽鋼飾面板及瓷磚鋪砌。天花裝設石膏板假天花髹上乳膠漆、木紋飾面板及不鏽鋼飾面板。
(b)	內牆及天花板	牆身髹上乳膠漆。天花髹上乳膠漆及部分在表面以石膏板假陣髹上乳膠漆。
(c)	內部地板	地台及腳線以瓷磚鋪砌(適用於所有單位之客/飯廳及睡房及二十九樓 C 及 E 單位之儲物室)。
(d)	浴室	
	三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓A至G單位，二十七樓至二十八樓A、B、C、E、F及G單位及二十九樓A、C、E、及G單位之浴室	牆身外露部分直至假天花部分以瓷磚鋪砌。地台外露部分以瓷磚鋪砌。天花裝設石膏板假天花髹上防水乳膠漆。
	二十九樓C及E單位之儲物室內浴室	牆身外露部分直至假天花部分以瓷磚鋪砌。地台外露部分以瓷磚鋪砌。天花裝設石膏板假天花髹上防水乳膠漆。
(e)	廚房	
	三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓A、B及F單位，二十七樓至二十八樓A、B及F單位及二十九樓A單位之開放式廚房	除了廚櫃地櫃背遮蓋的位置為瓷磚鋪砌外，牆身直至廚櫃吊櫃底部以焗油玻璃鋪砌，牆身直至假天花部分以不鏽鋼飾面板鋪砌。除了廚櫃遮蓋的位置(該處之地台為瓷磚鋪砌)外，地台以瓷磚鋪砌。天花部分裝設石膏板假天花髹上防水乳膠漆及部分以不鏽鋼板鋪砌。灶台以無縫實心材料鋪砌。
	三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓C、D、E及G單位，二十七樓至二十八樓C、E及G單位及二十九樓G單位之開放式廚房	除了廚櫃地櫃背遮蓋的位置為瓷磚鋪砌外，牆身直至廚櫃吊櫃底部以焗油玻璃鋪砌，牆身直至假天花部分以不鏽鋼飾面板鋪砌。除了廚櫃遮蓋的位置(該處之地台為瓷磚鋪砌)外，地台以瓷磚鋪砌。天花部分裝設石膏板假天花髹上防水乳膠漆。灶台以無縫實心材料鋪砌。
	二十九樓 C 及 E 單位之廚房	除了廚櫃地櫃背遮蓋的位置為瓷磚鋪砌外，牆身直至假天花部分以瓷磚鋪砌。除了廚櫃遮蓋的位置(該處之地台為瓷磚鋪砌)外，地台以瓷磚鋪砌。天花部分裝設石膏板假天花髹上防水乳膠漆鋪砌。灶台以無縫實心材料鋪砌。

3. Interior Fittings

(a)	Doors	
	Unit Main Entrance Door	Entrance door is made of fire-rated solid-core wooden door with stainless steel decorative strip and wood veneer finish fitted with eye viewer, door closer, lockset, security door chain and door stopper.
	Bedroom Door	Bedroom door is made of hollow-core wooden door with wood veneer finish fitted with lockset and door stopper.
	Bathroom Door	Bathroom door is made of hollow-core wooden door with wood veneer finish fitted with lockset and door stopper.
	Flat Roof Door (applicable to Flats A to G on 3/F)	Flat roof door is made of PVF2 coated aluminium framed glass swing door with lockset and handle.
	Roof Door (applicable to Roofs of Flats C and E on 29/F)	Roof door is made of solid-core wooden door with aluminium finish with lockset and handle.
	Kitchen Door (applicable to Flats C and E on 29/F)	Kitchen door is made of fire-rated solid-core wooden door with wood veneer finish fitted with vision panel, door closer, lockset and door stopper.
	Store Door applicable to Flats C and E on 29/F)	Store door is made of hollow-core wooden door with wood veneer finish fitted with lockset and door stopper.
	Bathroom Door in Store (applicable to Flats C and E on 29/F)	Bathroom door in Store is made of PVF2 coated aluminium framed glass folding door with lockset and handle.
	Combined Balcony and Utility Platform with A/C Platform Door (applicable to Flats A to G on 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, C, E, F and G on 27/F to 28/F and Flats A, C, E and G on 29/F)	Combined balcony and utility platform with A/C platform door is made of PVF2 coated aluminium framed glass swing door with lockset and handle.
(b1)	Bathroom (except Bathroom in Store in Flats C and E on 29/F)	Fitted with solid surfacing material countertop. Fittings and equipment include plastic laminate finish wooden basin cabinet and plastic laminate finish wooden mirror cabinet, chrome plated wash basin mixer, chrome plated shower set, chrome plated shower mixer, vitreous china wash basin, vitreous china water closet and glass shower cubicle. See 'Water Supply' below for type and material of water supply system.
(b2)	Bathroom in Store (applicable to Flats C and E on 29/F)	Fittings and equipment include chrome plated wash basin mixer, chrome plated shower set, chrome plated shower mixer, vitreous china wash basin and vitreous china water closet. See 'Water Supply' below for type and material of water supply system.
(c1)	Open Kitchen (applicable to Flats A to G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, C, E, F and G on 27/F to 28/F and Flats A and G on 29/F)	Fitted with wooden kitchen cabinets finished with plastic laminate and acrylic with solid surfacing material countertop, lacquer finish for wall hung cabinet doors, stainless steel skirting, stainless steel sink with chrome plated sink mixer. See 'Water Supply' below for material of water supply system. Fitted with the following fire services installations: sprinkler head at the ceiling, addressable smoke detectors with sounder base, full height wall having fire resistance rating of -/30/30.
(c2)	Kitchen (applicable to Flats C and E on 29/F)	Fitted with wooden kitchen cabinets finished with plastic laminate and acrylic with solid surfacing material countertop, lacquer finish for wall hung cabinet doors, stainless steel skirting, stainless steel sink with chrome plated sink mixer. See 'Water Supply' below for material of water supply system

3. 室內裝置

(a)	門	
	單位大門	大門選用防火木皮飾面及不銹鋼裝飾條實心木門配防盜眼、門鼓、門鎖、防盜鏈及門擋。
	睡房門	睡房門選用木皮飾面空心木門配門鎖及門擋。
	浴室門	浴室門選用木皮飾面空心木門配門鎖及門擋。
	平台門 (適用於三樓A至G單位)	平台門選用氟碳噴塗鋁框玻璃門配門鎖及手柄。
	天台門 (適用於二十九樓C及E單位之天台)	天台門選用鋁板飾面實心木門配門鎖及手柄。
	廚房門 (適用於二十九樓C及E單位)	廚房門選用防火木皮飾面實心木門配門窗、門鼓、門鎖及門擋。
	儲物室門 (適用於二十九樓C及E單位)	儲物室門選用木皮飾面空心木門配門鎖及門擋。
	儲物室內浴室門 (適用於二十九樓C及E單位)	儲物室內浴室門選用氟碳噴塗鋁框玻璃摺門配門鎖及手柄。
	合併露台及工作平台連冷氣機平台門 (適用於五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓A至G單位，二十七樓至二十八樓A、B、C、E、F及G單位及二十九樓A、C、E及G單位)	合併露台及工作平台連冷氣機平台門選用氟碳噴塗鋁框玻璃門配門鎖及手柄。
(b1)	浴室 (二十九樓C及E單位之儲物室內浴室除外)	選用無縫實心材料鋪砌檯面。裝置及設備包括膠夾板飾面木製面盆櫃及膠夾板飾面木製鏡櫃、鍍鉻洗面盆水龍頭、鍍鉻花灑套裝、鍍鉻企缸水龍頭、陶瓷洗手盆、陶瓷坐廁及玻璃企缸。供水系統的類型及用料見下文「供水」一欄。
(b2)	儲物室內浴室 (適用於二十九樓C及E單位)	裝置及設備包括鍍鉻洗面盆水龍頭、鍍鉻花灑套裝、鍍鉻企缸水龍頭、陶瓷洗手盆及陶瓷坐廁。供水系統的類型及用料見下文「供水」一欄。
(c1)	開放式廚房 (適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓A至G單位，二十七樓至二十八樓A、B、C、E、F及G單位及二十九樓A及G單位)	選用膠夾板面木製廚櫃及無縫實心材料灶台、焗漆吊櫃門板、不銹鋼腳線連不銹鋼洗滌盆及鍍鉻水龍頭。供水系統的類型及用料見下文「供水」一欄。配置以下消防裝置:天花位置的消防花灑頭、可定位煙霧探測器連警報基座、全高度防火牆(耐火等級-/30/30)。
(c2)	廚房 (適用於二十九樓C及E單位)	選用膠夾板面木製廚櫃及無縫實心材料灶台、焗漆吊櫃門板、不銹鋼腳線連不銹鋼洗滌盆及鍍鉻水龍頭。供水系統的類型及用料見下文「供水」一欄。

(d)	Bedroom	Not applicable
(e)	Telephone	Telephone outlets are provided for each living/dining room and bedroom. For the number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units".
(f)	Aerials	TV/FM outlets for local TV/FM radio programs are provided for each living/dining room and bedroom. For the number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units".
(g)	Electrical Installations	All cables are run in partly surfaced partly concealed conduit systems. Surface conduits enclosed in false ceiling, bulkhead and cabinets. Miniature circuit breaker board with residual current protection is provided for each flat. For the location and number of power points and air-conditioner points, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units".
(h)	Gas Supply	Not applicable
(i)	Washing Machine Connection Point	15mm diameter water point and 40mm diameter drain point are provided for washing machine in kitchen.
(j)	Water Supply	Concealed copper water pipes for cold water supply and concealed copper water pipes with thermal insulation for hot water supply. Hot water is available. Hot water supply to bathroom and kitchen (including open kitchen) is provided by 3-phase instantaneous electric water heater. For the number of water heater, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units".

4. Miscellaneous

(a)	Lifts	One number of "Schindler" passenger lift (Model No. 55MR) serving B/F, G/F, 1/F, 2/F, 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F. One number of "Schindler" passenger lift (Model No. 55MR) serving B/F, G/F, 2/F, 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F. One number of "Otis" vehicle lift (Model No. Enor Otis) serving B/F to G/F.
(b)	Letter Box	Stainless steel letter boxes.
(c)	Refuse Collection	Refuse room is provided in the common areas of each residential floor for collection of refuse by cleaners. Refuse storage and material recovery chamber is provided on G/F for collection of refuse by cleaners.
(d)	Water Meter and Electricity Meter (No Gas Meter is provided)	Separate meters of water and electricity for all individual flats are provided in common water meter cabinet and electric meter cabinet respectively located on the corresponding floors.

5. Security Facilities

CCTV system is provided at residential entrance lobby, lift lobbies at B/F to 2/F, car park, resident's recreational facilities, landscape areas and lifts, connecting directly to the caretakers' office and the caretakers' counter. Visitor panel is provided at the main entrance and provide communication between visitors and each flat. Visitor panel is built-in with Octopus Card access reader and combination lock for resident access.

6. Appliances

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

(d)	睡房	不適用
(e)	電話	每個客/飯廳及睡房均裝有電話插座。有關接駁點之數目，請參考「住宅單位機電裝置數量說明表」。
(f)	天線	每個客/飯廳及睡房均裝有本地電視/電台接收插座。有關接駁點之數目，請參考「住宅單位機電裝置數量說明表」。
(g)	電力裝置	全屋電線均採用部分明喉部分暗喉電線喉管安裝方法，電線明喉均安裝於假天花、假橫陣及廚櫃內。每單位均裝有配電箱連漏電保護。有關電插座及空調機接駁點之位置及數目，請參考「住宅單位機電裝置數量說明表」。
(h)	氣體供應	不適用
(i)	洗衣機接駁點	設有直徑15毫米來水接駁喉位及直徑40毫米去水接駁喉位供給位於廚房的洗衣機。
(j)	供水	冷水喉採用隱藏式之銅喉及熱水喉採用隱藏式並配有隔熱絕緣保護之銅喉。有熱水供應。每單位均有三相即熱式電熱水爐供應廚房(包括開放式廚房)及浴室熱水。有關電熱水爐之數量，請參考「住宅單位機電裝置數量說明表」。

4. 雜項

(a)	升降機	一部"Schindler"客用升降機(型號:55MR)，來往地庫、地下、一樓、二樓、三樓、五樓至十二樓、十五樓至二十三樓及二十五樓至二十九樓。一部"Schindler"客用升降機(型號:55MR)，來往地庫、地下、二樓、三樓、五樓至十二樓、十五樓至二十三樓及二十五樓至二十九樓。一部"Otis"車用升降機(型號: Enor Otis)，來往地庫至地下。
(b)	信箱	不鏽鋼信箱。
(c)	垃圾收集	每層住宅公共地方均設有垃圾房供清潔公司回收垃圾。另有垃圾儲存及物料回收房設於地下供清潔公司收集垃圾。
(d)	水錶及電錶 (沒有氣體錶提供)	所有單位之獨立水錶及電錶分別設於所在樓層之公共水錶櫃及電錶櫃內。

5. 保安設施

住宅樓宇入口大堂、地庫至二樓升降機大堂、停車場、住客康樂設施、園景區及各升降機均裝有閉路電視，直接連接大廈管理員辦公室及大廈管理員櫃位。入口大堂設有訪客與各單位對講系統。住客出入可以用對講系統內置之「八達通」系統及密碼鎖開啟入口大門。

6. 設備

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

APPLIANCES SCHEDULE
設備說明表

Location 位置	Appliance 設備	Brand 品牌	Model Number 型號
Living/ Dining Room 客/ 飯廳	Direct Expansion Split Type Air-conditioner 分體式冷暖機 (applicable to Flats A to G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, F and G on 27/F to 28/F, Flats A and G on 29/F) (適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓A 至 G 單位、二十七樓至二十八樓 A、B、F 及 G 單位、二十九樓 A 及 G 單位)	Panasonic 樂聲	CS-Z42TKEW / CU-4E23PBE
	Direct Expansion Split Type Air-conditioner 分體式冷暖機 (applicable to Flats C and E on 27/F to 28/F) (適用於二十七樓至二十八樓 C 及 E 單位)	Panasonic 樂聲	CS-E12VKA / CU-E12VKA
	Direct Expansion Split Type Air-conditioner 分體式冷暖機 (applicable to Flats C and E on 29/F) (適用於二十九樓 C 及 E 單位)	Panasonic 樂聲	CS-Z50TKEW / CU-4E23PBE
Bedroom 睡房	Direct Expansion Split Type Air-conditioner 分體式冷暖機 (applicable to Flats A to G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, F and G on 27/F to 28/F and Flats A, C, E and G on 29/F) (適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓 A 至 G 單位、二十七樓至二十八樓 A、B、F 及 G 單位、二十九樓 A、C、E 及 G 單位)	Panasonic 樂聲	CS-Z25TKEW / CU-4E23PBE
	Direct Expansion Split Type Air- conditioner 分體式冷暖機 (applicable to Flats C and E on 27/F to 28/F) (適用於二十七樓至二十八樓 C 及 E 單位)	Panasonic 樂聲	CS-Z25TKEW / CU-2E18SBE
	Direct Expansion Split Type Air- conditioner 分體式冷暖機 (applicable to Flats C and E on 29/F) (適用於二十九樓 C 及 E 單位)	Panasonic 樂聲	CS-Z42TKEW / CU-4E23PBE
	Direct Expansion Split Type Air- conditioner 分體式冷暖機 (applicable to Flats C and E on 29/F) (適用於二十九樓 C 及 E 單位)	Panasonic 樂聲	CS-E9VKA / CU-E9VKA
Bathroom 浴室	Electrical Water Heater 電熱水爐 (applicable to Flats A to G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, C, E, F and G on 27/F to 28/F, Flats A, C, E and G on 29/F) (適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓 A 至 G 單位、二十七樓至二十八樓 A、B、C、E、F 及 G 單位、二十九樓 A、C、E 及 G 單位)	Stiebel Eltron 斯寶亞創	DHE18/21/24
	Bathroom Thermo Ventilator 浴室寶 (applicable to Flats A to G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, C, E, F and G on 27/F to 28/F, Flats A, C, E and G on 29/F) (適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓 A 至 G 單位、二十七樓至二十八樓 A、B、C、E、F 及 G 單位、二十九樓 A、C、E 及 G 單位)	Panasonic 樂聲	FV-30BG3H
	In-line Duct Type Exhaust Fan 軸向輸送風扇 (applicable to Store Bathroom in Flats C and E on 29/F) (適用於二十九樓 C 及 E 單位儲物室內浴室)	Systemair	CBF 125M

APPLIANCES SCHEDULE
設備說明表

Location 位置	Appliance 設備	Brand 品牌	Model Number 型號
Kitchen 廚房 (including Open Kitchen) (包括開放式廚房)	Electrical Water Heater 電熱水爐 (applicable to Flats B and F on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 28/F) (適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十八樓 B 及 F 單位)	Stiebel Eltron 斯寶亞創	DHM6
	Built-in Washer Dryer 嵌入式洗衣乾衣機 (applicable to Flats A to G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, C, E, F and G on 27/F to 28/F, Flats A and G on 29/F) (適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓 A 至 G 單位、二十七樓至二十八樓 A、B、C、E、F 及 G 單位、二十九樓 A 及 G 單位)	Whirlpool 惠而浦	WFCI75430
	Telescopic Type Cooker Hood 拉趟式抽油煙機 (applicable to Flats A to G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, C, E, F and G on 27/F to 28/F, Flats A and G on 29/F) (適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓 A 至 G 單位、二十七樓至二十八樓 A、B、C、E、F 及 G 單位、二十九樓 A 及 G 單位)	Whirlpool 惠而浦	AKR273.1/IX
	Built-in Induction Hob 嵌入式平面爐 (applicable to Flats A to G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, C, E, F and G on 27/F to 28/F, Flats A and G on 29/F) (適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓 A 至 G 單位、二十七樓至二十八樓 A、B、C、E、F 及 G 單位、二十九樓 A 及 G 單位)	Whirlpool 惠而浦	ACM230/IX
	Built-in Microwave Oven with Grill 嵌入式微波烤焗爐 (applicable to Flats A to G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, C, E, F and G on 27/F to 28/F, Flats A and G on 29/F) (適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓 A 至 G 單位、二十七樓至二十八樓 A、B、C、E、F 及 G 單位、二十九樓 A 及 G 單位)	Whirlpool 惠而浦	W7 MN840
	Built-in Refrigerator 嵌入式雪櫃 (applicable to Flats A to G on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 26/F, Flats A, B, C, E, F and G on 27/F to 28/F, Flats A and G on 29/F) (適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十六樓 A 至 G 單位、二十七樓至二十八樓 A、B、C、E、F 及 G 單位、二十九樓 A 及 G 單位)	Whirlpool 惠而浦	WHC18 T311 HK
	Built-in Washer Dryer 嵌入式洗衣乾衣機 (applicable to Flats C and E on 29/F) (適用於二十九樓 C 及 E 單位)	Miele	WTD 160 WCS / UBS W1
	Telescopic Type Cooker Hood 拉趟式抽油煙機 (applicable to Flats C and E on 29/F) (適用於二十九樓 C 及 E 單位)	Miele	DA 3466 HP
	Built-in Induction Hob 嵌入式平面爐 (applicable to Flats C and E on 29/F) (適用於二十九樓 C 及 E 單位)	Miele	KM 7201 FR
	Built-in Steam Oven 嵌入式蒸爐 (applicable to Flats C and E on 29/F) (適用於二十九樓 C 及 E 單位)	Miele	DG 2840
	Built-in Fridge-Freezer 嵌入式雪櫃 (applicable to Flats C and E on 29/F) (適用於二十九樓 C 及 E 單位)	Miele	KFNS 37232 iD
	18 Bottles Wine Cellar 18 格酒櫃 (applicable to Flats C and E on 29/F) (適用於二十九樓 C 及 E 單位)	Vintec	VWS020SBA-X

SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL UNITS
住宅單位機電裝置數量說明表

Location 位置	**Floor 樓層**	**3/F, 5/F to 12/F, 15/F to 26/F** (三樓、五樓至十二樓、十五樓至二十六樓)						
	Unit 單位	A	B	C	D	E	F	G
Living/ Dining Room 客/飯廳	13A Single Socket Outlet 13安培單位電插座	2	3	2	2	2	3	2
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2
	TV/FM Outlet 電視/電台天線插座	1	2	1	1	1	2	1
	Telephone Outlet 電話插座	1	2	1	1	1	2	1
	Data Outlet 數據插座	1	2	1	1	1	2	1
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	1	1	1	1	1	1	1
	Smart Home System Tablet 智能家居平板	1	1	1	1	1	1	1
	Door Chime 門鐘	1	1	1	1	1	1	1
	Volatile Organic Compounds Sensor 揮發性有機化合物感應器	1	1	1	1	1	1	1
Bedroom 睡房	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2
	TV/FM Outlet 電視/電台天線插座	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1	1	1	1
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	1	1	1	1	1	1	1
Bathroom 浴室	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1
	Fuse Spur Unit for Thermo Ventilator 浴室寶接線座	1	1	1	1	1	1	1
	20A Double Pole (D.P.) Switch for Electric Water Heater 熱水爐20安培雙極開關掣	1	1	1	1	1	1	1
Open Kitchen 開放式廚房	13A Single Socket Outlet 13安培單位電插座	4	4	4	4	4	4	4
	13A Twin Socket Outlet (Work Top Level) 13安培雙位電插座(廚房桌面)	1	1	1	1	1	1	1
	20A Connection Unit for Induction Cooker 電磁爐20安培接線座	1	1	1	1	1	1	1
	Drain Point for Sink and Washing Machine 去水位(供洗滌盤及洗衣機)	2	2	2	2	2	2	2
	Water Point for Sink and Washing Machine 來水位(供洗滌盤及洗衣機)	2	2	2	2	2	2	2
	Cooker Hood Socket Outlet 抽油煙機插線座	1	1	1	1	1	1	1
Flat Roof 平台 (For 3/F only) (只適用於三樓)	Drain Point for Sink 去水位(供洗滌盤)	1	1	N/A	N/A	N/A	1	1
	Water Point for Sink 來水位(供洗滌盤)	1	1	N/A	N/A	N/A	1	1
	13A Waterproof Single Socket Outlet 13安培防水單位電插座	1	1	N/A	N/A	N/A	1	1

Note: In the Schedule of Mechanical & Electrical Provisions of Residential Units, the number denotes “quantity provided” and “N/A” denotes “not applicable”.
附註:在住宅單位機電裝置數量說明表，數字代表「提供的數量」及「N/A」代表「不適用」。

SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL UNITS
住宅單位機電裝置數量說明表

Location 位置	**Floor 樓層**	**27/F to 28/F (二十七樓至二十八樓)**					
	Unit 單位	A	B	C	E	F	G
Living/ Dining Room 客/飯廳	13A Single Socket Outlet 13安培單位電插座	2	3	2	2	3	2
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2
	TV/FM Outlet 電視/電台天線插座	1	2	1	1	2	1
	Telephone Outlet 電話插座	1	2	1	1	2	1
	Data Outlet 數據插座	1	2	1	1	2	1
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	1	1	1	1	1	1
	Smart Home System Tablet 智能家居平板	1	1	1	1	1	1
	Door Chime 門鐘	1	1	1	1	1	1
	Volatile Organic Compounds Sensor 揮發性有機化合物感應器	1	1	1	1	1	1
Bedroom 睡房	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2
	TV/FM Outlet 電視/電台天線插座	1	1	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1	1	1
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	1	1	1	1	1	1
Master Bedroom 主人房	13A Twin Socket Outlet 13安培雙位電插座	N/A	N/A	2	2	N/A	N/A
	TV/FM Outlet 電視/電台天線插座	N/A	N/A	1	1	N/A	N/A
	Telephone Outlet 電話插座	N/A	N/A	1	1	N/A	N/A
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	N/A	N/A	1	1	N/A	N/A
Bathroom 浴室	13A Single Socket Outlet 13安培單位電插座	1	1	N/A	N/A	1	1
	Fuse Spur Unit for Thermo Ventilator 浴室寶接線座	1	1	N/A	N/A	1	1
	20A Double Pole (D.P.) Switch for Electric Water Heater 熱水爐20安培雙極開關掣	1	1	N/A	N/A	1	1
Bathroom in Bedroom 睡房之浴室	13A Single Socket Outlet 13安培單位電插座	N/A	N/A	1	1	N/A	N/A
	Fuse Spur Unit for Thermo Ventilator 浴室寶接線座	N/A	N/A	1	1	N/A	N/A
	20A Double Pole (D.P.) Switch for Electric Water Heater 熱水爐20安培雙極開關掣	N/A	N/A	1	1	N/A	N/A
Bathroom in Master Bedroom 主人房之浴室	13A Single Socket Outlet 13安培單位電插座	N/A	N/A	1	1	N/A	N/A
	Fuse Spur Unit for Thermo Ventilator 浴室寶接線座	N/A	N/A	1	1	N/A	N/A
	20A Double Pole (D.P.) Switch for Electric Water Heater 熱水爐20安培雙極開關掣	N/A	N/A	1	1	N/A	N/A
Open Kitchen 開放式廚房	13A Single Socket Outlet 13安培單位電插座	4	4	4	4	4	4
	13A Twin Socket Outlet (Work Top Level) 13安培雙位電插座(廚房桌面)	1	1	1	1	1	1
	20A Connection Unit for Induction Cooker 電磁爐20安培接線座	1	1	1	1	1	1
	Cooker Hood Socket Outlet 抽油煙機插線座	1	1	1	1	1	1
	Drain Point for Sink and Washing Machine 去水位(供洗滌盤及洗衣機)	2	2	2	2	2	2
	Water Point for Sink and Washing Machine 來水位(供洗滌盤及洗衣機)	2	2	2	2	2	2

Note: In the Schedule of Mechanical & Electrical Provisions of Residential Units, the number denotes “quantity provided” and “N/A” denotes “not applicable”.
附註:在住宅單位機電裝置數量說明表,數字代表「提供的數量」及「N/A」代表「不適用」。

SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL UNITS
住宅單位機電裝置數量說明表

Location 位置	**Floor 樓層**	**29/F** (二十九樓)			
	Unit 單位	A	C	E	G
Living/ Dining Room 客/飯廳	13A Single Socket Outlet 13安培單位電插座	2	2	2	2
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2
	TV/FM Outlet 電視/電台天線插座	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1
	Data Outlet 數據插座	1	1	1	1
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	1	1	1	1
	Smart Home System Tablet 智能家居平板	1	1	1	1
	Door Chime 門鐘	1	1	1	1
	Volatile Organic Compounds Sensor 揮發性有機化合物感應器	1	1	1	1
Bedroom 睡房	13A Twin Socket Outlet 13安培雙位電插座	2	N/A	N/A	2
	TV/FM Outlet 電視/電台天線插座	1	N/A	N/A	1
	Telephone Outlet 電話插座	1	N/A	N/A	1
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	1	N/A	N/A	1
Master Bedroom 主人房	13A Twin Socket Outlet 13安培雙位電插座	N/A	2	2	N/A
	TV/FM Outlet 電視/電台天線插座	N/A	1	1	N/A
	Telephone Outlet 電話插座	N/A	1	1	N/A
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	N/A	1	1	N/A
Bedroom 1 睡房 1	13A Twin Socket Outlet 13安培雙位電插座	N/A	2	2	N/A
	TV/FM Outlet 電視/電台天線插座	N/A	1	1	N/A
	Telephone Outlet 電話插座	N/A	1	1	N/A
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	N/A	1	1	N/A
Bedroom 2 睡房 2	13A Twin Socket Outlet 13安培雙位電插座	N/A	2	2	N/A
	TV/FM Outlet 電視/電台天線插座	N/A	1	1	N/A
	Telephone Outlet 電話插座	N/A	1	1	N/A
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	N/A	1	1	N/A
Bathroom 浴室	13A Single Socket Outlet 13安培單位電插座	1	N/A	N/A	1
	Fuse Spur Unit for Thermo Ventilator 浴室寶接線座	1	N/A	N/A	1
	20A Double Pole (D.P.) Switch for Electric Water Heater 熱水爐20安培雙極開關掣	1	N/A	N/A	1

Note: In the Schedule of Mechanical & Electrical Provisions of Residential Units, the number denotes “quantity provided” and “N/A” denotes “not applicable”.
附註:在住宅單位機電裝置數量說明表，數字代表「提供的數量」及「N/A」代表「不適用」。

SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL UNITS
住宅單位機電裝置數量說明表

Location 位置	**Floor 樓層**	**29/F** (二十九樓)			
	Unit 單位	A	C	E	G
Bathroom in Master Bedroom 主人房之浴室	13A Single Socket Outlet 13安培單位電插座	N/A	1	1	N/A
	Fuse Spur Unit for Thermo Ventilator 浴室寶接線座	N/A	1	1	N/A
	20A Double Pole (D.P.) Switch for Electric Water Heater 熱水爐20安培雙極開關掣	N/A	1	1	N/A
Bathroom in Bedroom 1 睡房 1 之浴室	13A Single Socket Outlet 13安培單位電插座	N/A	1	1	N/A
	Fuse Spur Unit for Thermo Ventilator 浴室寶接線座	N/A	1	1	N/A
	20A Double Pole (D.P.) Switch for Electric Water Heater 熱水爐20安培雙極開關掣	N/A	1	1	N/A
Bathroom in Store 儲物室之浴室	In-line Duct Type Exhaust Fan 軸向輸送風扇	N/A	1	1	N/A
	20A Double Pole (D.P.) Switch for Electric Water Heater 熱水爐20安培雙極開關掣	N/A	1	1	N/A
Open Kitchen 開放式廚房	13A Single Socket Outlet 13安培單位電插座	4	N/A	N/A	4
	13A Twin Socket Outlet (Work Top Level) 13安培雙位電插座(廚房桌面)	1	N/A	N/A	1
	20A Connection Unit for Induction Cooker 電磁爐20安培接線座	1	N/A	N/A	1
	Cooker Hood Socket Outlet 抽油煙機插線座	1	N/A	N/A	1
	Drain Point for Sink and Washing Machine 去水位(供洗滌盤及洗衣機)	2	N/A	N/A	2
	Water Point for Sink and Washing Machine 來水位(供洗滌盤及洗衣機)	2	N/A	N/A	2
Kitchen 廚房	13A Single Socket Outlet 13安培單位電插座	N/A	6	6	N/A
	13A Twin Socket Outlet (Work Top Level) 13安培雙位電插座(廚房桌面)	N/A	2	2	N/A
	32A Connection Unit for Induction Cooker 電磁爐32安培接線座	N/A	1	1	N/A
	Cooker Hood Socket Outlet 抽油煙機插線座	N/A	1	1	N/A
	Drain Point for Sink and Washing Machine 去水位(供洗滌盤及洗衣機)	N/A	3	3	N/A
	Water Point for Sink and Washing Machine 來水位(供洗滌盤及洗衣機)	N/A	3	3	N/A
Store 儲物室	13A Single Socket Outlet 13安培單位電插座	N/A	1	1	N/A
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	N/A	1	1	N/A
Roof 天台	Drain Point for Sink 去水位(供洗滌盤)	N/A	1	1	N/A
	Water Point for Sink 來水位(供洗滌盤)	N/A	1	1	N/A
	13A Waterproof Single Socket Outlet 13安培防水單位電插座	N/A	2	2	N/A

Note: In the Schedule of Mechanical & Electrical Provisions of Residential Units, the number denotes “quantity provided” and “N/A” denotes “not applicable”.
附註:在住宅單位機電裝置數量說明表,數字代表「提供的數量」及「N/A」代表「不適用」。

SERVICE AGREEMENTS
服務協議

24

- 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

25

The vendor (owner) is liable for the Government rent of a residential property up to and including the date of completion of the sale and purchase of that residential property.

賣方(擁有人)有法律責任繳付住宅物業的地稅直至住宅物業之買賣成交日(包括該日)為止。

MISCELLANEOUS PAYMENTS BY PURCHASER
買方的雜項付款

26

- 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 and electricity.
- On that delivery, the purchaser is not liable to pay to the Owner a debris removal fee.

Notes :

1. On that delivery, the purchaser is liable to pay the deposits for water and electricity and a debris removal fee to the manager (not the Owner) under the deed of mutual covenant.
2. Deposit for gas is not applicable since no gas is supplied to the residential properties in the Development.

- 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及電力的按金。
- 在交付時，買方無須向擁有人支付清理廢料的費用。

備註：

1. 在交付時，買方須根據公契向發展項目的管理人(而非擁有人)支付水及電力的按金及清理廢料的費用。
2. 因發展項目內的住宅物業無氣體供應，故氣體按金並不適用。

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

27

Defect liability period for the residential property and the fittings, finishes and appliances therein, as provided in the Agreement for Sale and Purchase, is within 6 months from the date of completion of the sale and purchase of the residential property.

按買賣合約的規定，住宅物業及其裝置、裝修物料及設備之欠妥之處的保養責任期為住宅物業之買賣成交日起計6個月內。

MAINTENANCE OF SLOPES
斜坡維修

28

Not applicable

不適用

MODIFICATION
修訂

29

Not applicable

不適用

RELEVANT INFORMATION
有關資料

30

1. Gas

   No gas supply is provided to the residential properties in the Development and no gas pipes for the supply of town gas or liquefied petroleum gas to the residential properties are installed. Flame cooking is not allowed in the residential properties in the Development.

2. Pipes

   Some pipes are located on the external walls at or adjacent to the flat roofs and/or balconies and/or utility platforms and/or roofs of some residential properties of the Development. lt is possible that the views of some residential properties may be affected by these pipes. For the locations of the pipes, please refer to the latest approved building plans of the Development.

3. Building Maintenance Units

   The Manager shall have the full right and privilege at all reasonable times on prior reasonable written notice (except in case of emergency) to extend, maintain, operate, move the building maintenance units and have access to, over and/or into or partly into the portion of airspace above the roof or flat roof or the parapet walls of the roof or flat roof of the Residential Units as may be determined by the Manager, its employees, agents or contractors, to service, cleanse, enhance, maintain, repair, renovate, improve or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning or painting all or any part of the Common Areas and Facilities.

4. Lighting

   Facade lighting is installed on the external walls and/or architectural features of some residential properties and the Commercial Accommodation of the Development and may be turned on from time to time.

   The illumination of the facade lighting may affect the enjoyment of some residential properties in the Development in terms of the views, lighting and other aspects of the surrounding environment.

5. Placing of air-conditioning outdoor units

   Air-conditioning outdoor units for the residential property are placed on the flat roofs of the residential properties or the air-conditioner platforms adjacent to the combined balconies and utility platforms or on the roofs of the residential properties. The placing of air-conditioning outdoor units on the flat roofs or the air-conditioner platforms may affect the enjoyment of the relevant residential properties in terms of heat, noise, view, vibration or other aspects. For the locations of the air-conditioning outdoor units on the flat roofs or the air-conditioner platforms, please refer to the "Floor Plans of Residential Properties in the Development" section in this sales brochure.

1. 氣體

   發展項目的住宅物業沒有提供氣體供應，以及沒有安裝供應煤氣或石油氣至住宅物業的氣體喉。發展項目的住宅物業內不能明火煮食。

2. 喉管

   發展項目部分住宅物業的平台及/或露台及/或工作平台及/或天台的外牆或毗鄰其外牆裝有喉管，部分住宅物業的景觀可能因此受到影響。有關喉管的位置，請參閱發展項目最新經批准的建築圖則。

3. 屋宇維修裝置

   管理人擁有充分的權利和特權，自行決定在管理人、他的僱員、代理人或承建商預先發出合理書面通知後（緊急情況除外），於所有合理時間在住宅單位的天台或平台對上的空域及/或進佔其中部分範圍又或天台或平台的矮牆伸延、保養、操作和移動屋宇維修裝置以及通行該處，旨在檢修、清潔、改良、保養、維修、翻新、改善或更換發展項目外部任何部分，並可按需要短暫逗留在前述空域之中及/或其上一段時間，以便檢查、重建、維修、更新、保養、清潔或髹漆公用地方及設施所有或任何部分。

4. 燈飾

   外牆裝飾燈裝設在發展項目部分住宅物業及商用樓宇的外牆及/或建築裝飾上，並可能不時開啟。

   外牆裝飾燈的照明可能對發展項目部份住宅物業的享用，諸如景觀、光或對周邊環境的其他方面造成影響。

5. 放置室外冷氣機

   住宅物業的室外冷氣機放置在住宅物業的平台或毗鄰於住宅物業的合併露台及工作平台的冷氣機平台或在住宅物業的天台的冷氣機平台。該等被放置於平台或冷氣機平台的室外冷氣機可能對有關的住宅物業的享用，諸如熱氣、噪音、景觀、震動或其他方面造成影響。有關平台或冷氣機平台的室外冷氣機的位置，請參閱本售樓說明書的「發展項目中的住宅物業的樓面平面圖」一節。

WEBSITE OF THE DEVELOPMENT
發展項目之互聯網網站

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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.balresidence.com.hk

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

www.balresidence.com.hk

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.

		Area (m^2)
Disregarded GFA under Building (Planning) Regulations 23(3)(b)		
1.(#)	Carpark and loading / unloading area excluding public transport terminus	617.033
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, TBE room for access facilities for mobile services, rooftop telecommunications equipment room, intermediate telecommunications equipment room, refuse storage chamber, etc.	166.640
2.2(#)	Mandatory feature or essential plant room, areas 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	598.289
2.3	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc	Not Applicable
Green Features under Joint Practice Notes 1 and 2		
3.	Balcony	163.000
4.	Wider common corridor and lift lobby	Not Applicable
5.	Communal sky garden	Not Applicable
6.	Acoustic fin	Not Applicable
7.	Wing wall, wind catcher and funnel	Not Applicable
8.	Non-structural prefabricated external wall	Not Applicable
9.	Utility platform	122.250
10.	Noise barrier	Not Applicable
Amenity Features		
11.	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office	15.277
12.	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities	230.800
13.	Covered landscaped and play area	60.071
14.	Horizontal screen/covered walkway and trellis	Not Applicable
15.	Larger lift shaft	60.320
16.	Chimney shaft	Not Applicable
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	Not Applicable
18.(#)	Pipe duct, air duct and vertical riser for mandatory feature or essential plant room	87.618
19.	Pipe duct, air duct for non-mandatory or non-essential plant room	Not Applicable
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature	56.653
21.	Void in duplex domestic flat and house	Not Applicable
22	Sunshade and reflector	Not Applicable
23.(#)	Projecting planters and minor projection such as A/C box, A/C platform, window cill and projecting window	Not Applicable
24.	Other projection such as A/C box and A/C platform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway	20.352
Other Exempted Items		
25.(#)	Refuge floor including refuge floor cum sky garden	Not Applicable
26.	Covered area under large projecting/ overhanging feature	Not Applicable
27.	Public transport terminus	Not Applicable
28.(#)	Party structure and common staircase	Not Applicable
29.(#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	62.046
30.	Public passage	Not Applicable
31.	Covered set back area	Not Applicable
Bonus GFA		
32.	Bonus GFA	Not Applicable
Additional Green Features under Joint Practice Note (No.8)		
33.	Buildings adopting Modular Integrated Construction	Not Applicable

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.

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)
根據《建築物(規劃)規例》(《規劃規例》)第23(3)(b)條不計算的總樓面面積		
1.(#)	停車場及上落客貨地方(公共交通總站除外)	617.033
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》(《作業備考》)或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室(訊播室)、為流動通訊接達設施而設的訊播室、天台電訊設備室、中層電訊設備室、垃圾房等	166.640
2.2(#)	所佔面積**不**受任何《作業備考》或規例限制的強制性設施或必要機房，例如僅由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	598.289
2.3	非強制性或非必要機房，例如空調機房、送風櫃房等	不適用
根據聯合作業備考第 1 及第 2 號提供的環保設施		
3.	露台	163.000
4.	加闊的公用走廊及升降機大堂	不適用
5.	公用空中花園	不適用
6.	隔聲鰭	不適用
7.	翼牆、捕風器及風斗	不適用
8.	非結構預製外牆	不適用
9.	工作平台	122.250
10.	隔音屏障	不適用
適意設施		
11.	管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衛室和廁所，以及業主立案法團辦事處	15.277
12.	住戶康樂設施，包括僅供康樂設施使用的中空空間、機房、游泳池的濾水機房、有蓋人行道等	230.800
13.	有蓋園景區及遊樂場地	60.071
14.	橫向屏障／有蓋人行道及花棚	不適用
15.	擴大升降機槽	60.320
16.	煙囪管道	不適用
17.	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
18.(#)	強制性設施或必要機房所需的管槽、氣槽及垂直立管	87.618
19.	非強制性設施或非必要機房所需的管槽及氣槽	不適用
20.	環保系統及設施所需的機房、管槽及氣槽	56.653
21.	複式住宅單位及洋房的中空空間	不適用
22.	遮陽篷及反光罩	不適用
23.(#)	伸出式花槽及小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台	不適用
24.	《作業備考》APP-19 第3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台，及維修通道	20.352
其他項目		
25.(#)	庇護層，包括庇護層兼空中花園	不適用
26.	大型伸出／外懸設施下的有蓋地方	不適用
27.	公共交通總站	不適用
28.(#)	共用構築物及公用樓梯	不適用
29.(#)	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	62.046
30.	公眾通道	不適用
31.	有蓋的後移部分	不適用
額外總樓面面積		
32.	額外總樓面面積	不適用
根據聯合作業備考(第 8 號)提供的額外環保設施		
33.	採用「組裝合成」建築法的樓宇	不適用

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。

The Environment Assessment of the Building

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.Light-emitting diode (LED) 2.High efficiency air conditioner

Part II : The predicted annual energy use of the proposed building / part of building (Note 1)					
Location	Internal Floor Area Served (m^2)	Annual Energy Use of Baseline Building (Note 2)		Annual Energy Use of Proposed Building	
		Electricity kWh/m^2/annum	Town Gas/LPG unit/m^2/annum	Electricity kWh/m^2/annum	Town Gas/LPG unit/m^2/annum
Area served by central building services installation (Note 3)	819.7	198.7	N/A	129.2	N/A

Part III : The following installation(s) 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			✓

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/m^2/annum) and town gas/LPG consumption (unit/m^2/annum), of the development by the internal floor area served, where:

   (a) "total annual energy use" has the same meaning of "annual energy use" in the BEAM Plus 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)" in the BEAM Plus New Buildings (current version).

3. 3."Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installations issued by the Electrical and Mechanical Services Department.

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。

金級

GOLD 金級 NB新建建築 V1.2 2025 HKGBC BEAM Plus 綠建環評

申請編號: FAG0039/25

發展項目的公用部份的預計能量表現或消耗

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

第 I 部份	
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.發光二極管燈 2.高效率冷氣機

第 II 部份:擬興建樓宇／部分樓宇預計每年能源消耗量(注腳1)					
位置	使用有關裝置的內部樓面面積 (平方米)	基線樓宇(注腳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
有使用中央屋宇裝備裝置(注腳3)的部分	819.7	198.7	不適用	129.2	不適用

第 III 部份 : 以下裝置乃按機電工程署公佈的相關實務守則設計:			
裝置類型	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			✓

注腳:

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)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)中的“基準建築物模式(零分標準)”具有相同涵義。

3. “中央屋宇裝備裝置”與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。

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Possible Future Change

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

日後可能出現改變

發展項目及其周邊地區日後可能出現改變。

Date of Printing of Sales Brochure

Date of printing of this Sales Brochure:
22 February 2023

售樓說明書印製日期

本售樓說明書印製日期:
2023年2月22日

SALES BROCHURE EXAMINATION RECORD
售樓說明書檢視紀錄

Examination/Revision Date 檢視修改日期	Page Number 頁次	Revision Made 所作修改
22nd May 2023 2023年5月22日	1-6	Notes to purchasers of first-hand residential has been updated 更新一手住宅物業買家須知
	13	Location Plan of the Development has been updated 更新發展項目的所在位置圖
	14	Aerial Photograph has been updated 更新鳥瞰照片
	18	Layout Plan of the Development has been updated 更新發展項目的布局圖
	20-24	Floor Plans of Residential Properties in the Development has been updated 更新發展項目的住宅物業的樓面平面圖
	25, 27, 28	Area of Residential Properties in the Development has been updated 更新發展項目的住宅物業的面積
	29-30	Floor Plans of Parking Spaces in the Development have been updated 更新發展項目中的停車位樓面平面圖
	62-63	Information on Public Facilities and Public Open Spaces have been updated 更新公共設施及公眾休憩用地的資料
	65-66	Cross-Section Plans of Building in the Development have been updated 更新發展項目中的建築物的橫截面圖
	67-68	Elevation Plans have been updated 更新立面圖
	69	Information on Common Facilities in the Development have been updated 更新發展項目的公共設施的資料
	71-80	Fittings, Finishes and Appliances has been updated 更新裝置、裝修物料及設備
	84-85	Information in Application for Concession on Gross Floor Area of Building have been updated 更新申請建築物總樓面面積寬免的資料
21st June 2023 2023年6月21日	13	Location Plan of the Development has been updated 更新發展項目的所在位置圖
	18	Layout Plan of the Development has been updated 更新發展項目的布局圖
21st September 2023 2023年9月21日	13	Location Plan of the Development has been updated 更新發展項目的所在位置圖
	18	Layout Plan of the Development has been updated 更新發展項目的布局圖
	84-87	Information in Application for Concession on Gross Floor Area of Building have been updated 更新申請建築物總樓面面積寬免的資料
20th December 2023 2023年12月20日	13	Location Plan of the Development has been updated 更新發展項目的所在位置圖
	15-17	Outline Zoning Plan Relating To The Development have been updated 更新關乎發展項目的分區計劃大綱圖
	18	Layout Plan of the Development has been updated 更新發展項目的布局圖
	20-24	Floor Plans of Residential Properties in the Development have been updated 更新發展項目的住宅物業的樓面平面圖
	30	Floor Plans of Parking Spaces in the Development has been updated 更新發展項目中的停車位樓面平面圖
	62	Information on Public Facilities and Public Open Spaces has been updated 更新公共設施及公眾休憩用地的資料
	65-66	Cross-Section Plans of Building in the Development have been updated 更新發展項目中的建築物的橫截面圖
	67-68	Elevation Plans have been updated 更新立面圖
20th March 2024 2024年3月20日	13	Location Plan of the Development has been updated 更新發展項目的所在位置圖
20th June 2024 2024年6月20日	7	Information on the Development has been updated 更新發展項目的資料
	13	Location Plan of the Development has been updated 更新發展項目的所在位置圖
	14	Aerial Photograph has been updated 更新鳥瞰照片
	33-34	Summary of Deed of Mutual Covenant has been updated 更新公契的摘要

SALES BROCHURE EXAMINATION RECORD
售樓說明書檢視紀錄

Examination/Revision Date 檢視修改日期	Page Number 頁次	Revision Made 所作修改
20th September 2024 2024年9月20日	13	Location Plan of the Development has been updated 更新發展項目的所在位置圖
	15-17	Outline Zoning Plan Relating To The Development has been updated 更新關乎發展項目的分區計劃大綱圖
	23_1 (加頁) (additional page)	Floor Plans of Residential Properties in the Development has been updated 更新發展項目的住宅物業的樓面平面圖
18th December 2024 2024年12月18日	8	Information on Vendor and Others Involved in the Development has been updated 更新賣方及有參與發展項目的其他人的資料
	13	Location Plan of the Development has been updated 更新發展項目的所在位置圖
	14	Aerial Photograph has been updated 更新鳥瞰照片
	16	Outline Zoning Plan Relating To The Development has been updated 更新關乎發展項目的分區計劃大綱圖
	20-24	Floor Plans of Residential Properties in the Development has been updated 更新發展項目的住宅物業的樓面平面圖
	84-87	Information in Application for Concession on Gross Floor Area of Building have been updated 更新申請建築物總樓面面積寬免的資料
18th March 2025 2025年3月18日	7	Information on the Development has been updated 更新發展項目的資料
	13	Location Plan of the Development has been updated 更新發展項目的所在位置圖
	14_1 – 14_4	Aerial Photograph has been updated 更新鳥瞰照片
	70	Inspection of Plans and Deed of Mutual Covenant has been updated 更新閱覽圖則及公契
	88	Delete the information required to be set out by the director of lands under the presale consent 刪除按地政總署署長於預售樓花同意書要求列出的資料
18th June 2025 2025年6月18日	13	Location Plan of the Development has been updated 更新發展項目的所在位置圖
	86-87	Information in application for concession on gross floor area of building has been updated 更新申請建築物總樓面面積寬免的資料
18th September 2025 2025年9月18日	13	Location Plan of the Development has been updated 更新發展項目的所在位置圖
	14_1 – 14_4	Aerial Photograph has been deleted 刪除鳥瞰照片
	14	Aerial Photograph has been updated 更新鳥瞰照片