

Planning Area No.1 - Tsim Sha Tsui Outline Zoning Plan No.S/K1/28.

☆此地帶位於發展項目界線

核准圖編號S/K1/28。

from the boundary of the Development and is covered

by the approved Kowloon

500米範圍以外,並納入尖沙咀

(九龍規劃區第1區)分區計劃大綱

The area falls outside 500 metres

公眾殮房 靈柩停放所及殯儀館 PUBLIC MORTUARY FUNERAL, DEPOT & FUNERAL PARLOUR

多層停車場包括 汽車維修廠及加油站 MULTI STOREY CAR PARK TO INCLUDE GARAGES FOR MAINTENANCE AND SERVICING OF MOTOR VEHICLES AND PETROL FILLING STATION 摘錄自憲報公佈日期為2010年10月15日之紅磡(九龍規劃區第9區)分區計劃大綱核准圖編號S/K9/24。 Extracted from approved Kowloon Planning Area No.9 - Hung Hom Outline Zoning Plan No. S/K9/24 gazetted on 15th October 2010.

香港特別行政區政府地政總署測繪處◎版權所有,未經許可,不得翻印。

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

因技術原因(例如發展項目之不規則形狀),分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條例》所要求。

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

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

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

#### \_路口(有待詳細設計) ROAD JUNCTION (SUBJECT TO DETAILED DESIGN) 圖例 NOTATION 地帶 **ZONES** 商業 С COMMERCIAL 綜合發展區 CDA **COMPREHENSIVE** DEVELOPMENT AREA 住宅(甲類) R(A) RESIDENTIAL (GROUP A) 住宅(乙類) R(B) RESIDENTIAL (GROUP B) 政府、機構或社區 G/IC GOVERNMENT. INSTITUTION OR COMMUNITY 休憩用地 O **OPEN SPACE** 其他指定用途 OU OTHER SPECIFIED USES 未決定用途 U **UNDETERMINED** 交通 **COMMUNICATIONS** 鐵路及車站 RAILWAY AND STATION (UNDERGROUND) (地下) - - L STATION -主要道路 MAJOR ROAD AND JUNCTION 及路口 高架道路 ELEVATED ROAD 海逸豪園 Laguna Verde 海逸道 LAGUNA VERDE AVENUE R(B)2 其他 **MISCELLANEOUS BOUNDARY OF PLANNING** 規劃範圍界線 **SCHEME BUILDING HEIGHT CONTROL** 建築物高度 **ZONE BOUNDARY** 管制區界線 MAXIMUM BUILDING HEIGHT 最高建築物高度 (IN METRES ABOVE PRINCIPAL (在主水平基準 /80 DATUM) 上若干米) MAXIMUM BUILDING HEIGHT 《註釋》內訂明最高 RESTRICTION AS STIPULATED $\bigstar$ 建築物高度限制 ON THE NOTES MAXIMUM BUILDING HEIGHT 最高建築物高度 8 (IN NUMBER OF STOREYS) (樓層數目)

**BOUNDARY OF THE** 

DEVELOPMENT

發展項目

邊界

有蓋配水庫 G/B-G/IC · 行政長官會同行政會議於二零一零年十一月三十日 根據鐵路條例(第519章) 批准觀塘線延線鐵路方案 有關方案所述的鐵路顯示在這份圖則 上只供參考之用 THE RAILWAY AS DESCRIBED IN THE RAILWAY 行政長官會同行政會議於三零一年三月二十七日根據鐵路 二二:條例[第5] P等一,批准沙中級鐵路方案 |有聯方案所述的鐵路顯示在這份圖則上及供參考之用。 SCHEME FOR THE MASS TRANSIT RAILWAY KWUN TONG LINE EXTENTION AUTHORIZED BY THE CHIEF EXECUTIVE IN COUNCIL THE RAILWAY AS DESCRIBED IN THE RAILWAY SCHEME FOR THE SHATIN TO GENTRAL LINK AUTHORIZED BY THE CHIEF EXECUTIVE IN COUNCIL UNDER THE RAILWAYS ORDINANCE LINDER THE RAIL WAYS ORDINANCE (CHAPTER 519) ON 27.3.201. (CHAPTER 519) ON 30.11.2010 IS SHOWN ON IS SHOWN ON THIS PLAN FOR INFORMATION ONLY. THIS PLAN FOR INFORMATION ONLY. 忠孝街 CHUNG HAU STREET 與鐵路有關設施 RAILWAY RELATED FACILITIES HUNG HOM

⇔此地帶位於發展項目界線 500米範圍以外,並納入尖沙咀 (九龍規劃區第1區)分區計劃大綱 核准圖編號S/K1/28。 The area falls outside 500 metres from the boundary of the Development and is covered by the approved Kowloon Planning Area No.1 - Tsim Sha Tsui Outline Zoning Plan No.S/K1/28.

0M(米)

摘錄自憲報公佈日期為2015年9月18日之何文田(九龍規劃區第6及7區)分區計劃大綱草圖編號S/K7/24。 Extracted from draft Kowloon Planning Areas No.6 & 7 - Ho Man Tin Outline Zoning Plan No. S/K7/24 gazetted on 18th September 2015.

500M(米)

分區計劃大綱圖S/K7/24並不覆蓋本空白範圍

This blank area falls outside the coverage of Outline Zoning Plan S/K7/24.

香港特別行政區政府地政總署測繪處©版權所有,未經許可,不得翻印。

比例 Scale

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

因技術原因(例如發展項目之不規則形狀),分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條例》所要

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

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

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

#### 圖例 NOTATION

交通

#### 地帶 **ZONES** 商業 COMMERCIAL C住宅(甲類) R(A) RESIDENTIAL (GROUP A) 住宅(乙類) R(B) RESIDENTIAL (GROUP B) 住宅(丙類) R(C) RESIDENTIAL (GROUP C) 政府、機構或社區 G/IC GOVERNMENT, INSTITUTION OR COMMUNITY 休憩用地 O OPEN SPACE 其他指定用途 OU OTHER SPECIFIED USES 綠化地帶 GB **GREEN BELT**

## **COMMUNICATIONS**

鐵路及車站 (地下)	T 重新	RAILWAY AND STATION (UNDERGROUND)
主要道路 及路口		MAJOR ROAD AND JUNCTION

#### 高架道路 **ELEVATED ROAD**

#### 其他 **MISCELLANEOUS BOUNDARY OF PLANNING** 規劃範圍界線 **SCHEME**

BUILDING HEIGHT CONTROL 建築物高度 ZONE BOUNDARY 管制區界線

最高建築物高度 (在主水平基準 上若干米)

加油站

<u>/100\</u>

MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)

最高建築物高度 8 (樓層數目)

P F S

MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)

非建築用地 NBA

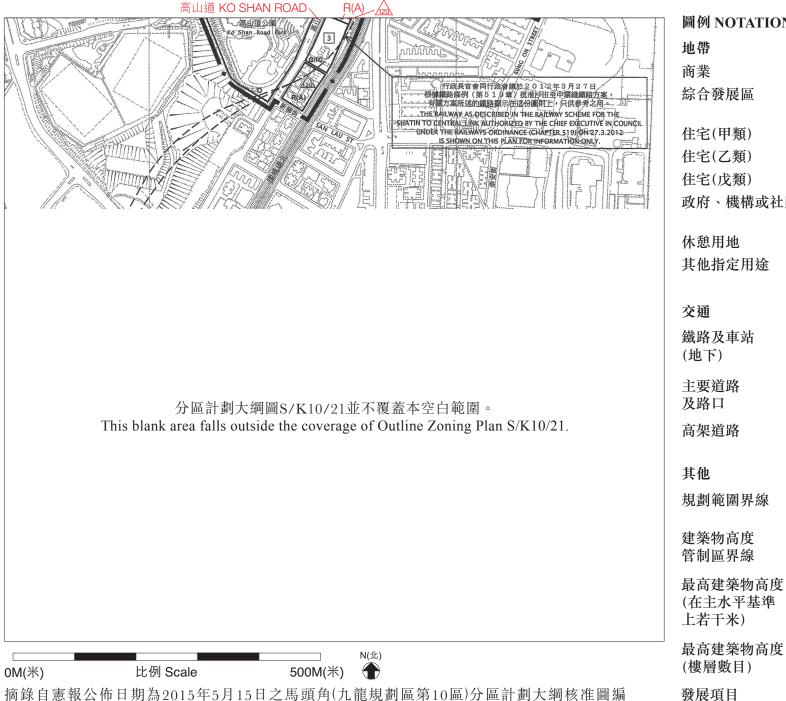
NON-BUILDING AREA

PETROL FILLING STATION

發展項目

**BOUNDARY OF THE** DEVELOPMENT

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



摘錄自憲報公佈日期為2015年5月15日之馬頭角(九龍規劃區第10區)分區計劃大綱核准圖編 號S/K10/21。

Extracted from approved Kowloon Planning Area No.10 - Ma Tau Kok Outline Zoning Plan No. S/K10/21 gazetted on 15th May 2015.

香港特別行政區政府地政總署測繪處©版權所有,未經許可,不得翻印。

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

因技術原因(例如發展項目之不規則形狀),分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條 例》所要求。

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

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

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

圖例 NOTATION		
地帶	ZONES	
商業	C COMMERCIAL	
綜合發展區	COMPREHENSIVE	
	DEVELOPMENT A	REA
住宅(甲類) R	(A) RESIDENTIAL (GF	ROUP A)
住宅(乙類) R	RESIDENTIAL (GF	ROUP B)
住宅(戊類) R	RESIDENTIAL (GF	ROUP E)
政府、機構或社區 G	G/IC GOVERNMENT, IN OR COMMUNITY	NSTITUTION
休憩用地	O OPEN SPACE	
其他指定用途	OU OTHER SPECIFIEI	O USES
<del>ो ।</del> द		NA IC
交通	COMMUNICATIO	ONS
鐵路及車站	■ RAILWAY AND ST	ATION
鐵路及車站	RAH WAY AND ST	ATION
鐵路及車站	■ RAILWAY AND ST	ATION )
鐵路及車站 (地下)	東京 RAILWAY AND ST (UNDERGROUND)	ATION )
鐵路及車站 (地下)	RAILWAY AND ST (UNDERGROUND)  MAJOR ROAD AN  ELEVATED ROAD	ATION ) D JUNCTION
鐵路及車站 (地下)	RAILWAY AND ST (UNDERGROUND)  MAJOR ROAD AN  ELEVATED ROAD  MISCELLANEOU	ATION ) D JUNCTION
鐵路及車站 (地下)	RAILWAY AND ST (UNDERGROUND)  MAJOR ROAD AN  ELEVATED ROAD	ATION ) D JUNCTION
鐵路及車站 (地下)	RAILWAY AND ST (UNDERGROUND)  MAJOR ROAD AN  ELEVATED ROAD  MISCELLANEOU BOUNDARY OF PI	ATION ) D JUNCTION  S LANNING
鐵路及車站 (地下)	RAILWAY AND ST (UNDERGROUND)  MAJOR ROAD AN  ELEVATED ROAD  MISCELLANEOU BOUNDARY OF PI SCHEME	ATION ) D JUNCTION  S LANNING T CONTROL

/100

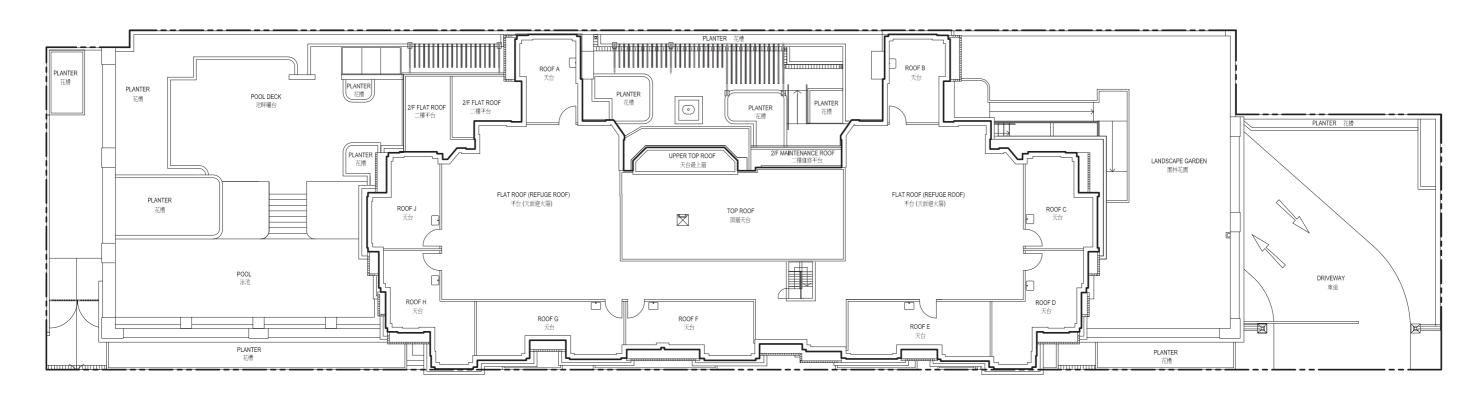
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)

最高建築物高度 8

邊界

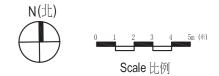
MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)





# BOUNDARY OF THE DEVELOPMENT

發展項目邊界



發展項目的認可人士提供的未落成建築物或設施的預計落成日期:2016年6月30日

THE ESTIMATED DATE OF COMPLETION OF THE UNCOMPLETED BUILDINGS OR FACILITIES AS PROVIDED BY THE AUTHORIZED PERSON FOR THE DEVELOPMENT: 30th June 2016

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

#### GLOSSARY 詞彙表

A/C PLATFORM = Air-conditioning Platform 冷氣機平台

A.R.D. = Air Release Duct 減壓風槽

ARCH. FIN = Architectural Fin 建築裝飾鰭

BEDROOM = 睡房

BATH = Bathroom 浴室

DECORATIVE METAL CLADDING = 金屬裝飾掛牆

DINING = Dining Room 飯廳

DN. = Down 落

E.M.R. = Electrical Meter Room 電錶房

ELV. = Extra-low Voltage Cable Duct 特低壓電線槽

F.H. = Fire Hydrant 消防栓

FLAT ROOF = 平台

H.R. = Hose Reel 消防喉轆

KIT. = Kitchen 廚房

LIFT = 升降機

LIFT LOBBY = 升降機大堂

LIVING = Living Room 客廳

OPEN KIT. = Open Kitchen 開放式廚房

P.D. = Pipe Duct 管道槽

PIPE WELL = 管道井

POTABLE WATER TANK = 食水缸

PRESSURIZATION DUCT = 加壓風槽

REFUSE STORAGE = Refuse Storage and Material Recovery Room 垃圾及物料回收室

REFUGE ROOF =天面避火層

ROOF = 天台

STONE ARCHITECTURAL FEATURE = 石材建築裝飾

TEL. = Telephone Duct 電話槽

 $UP = \vdash$ 

WATER PUMP RM. = Water Pump Room 水泵房

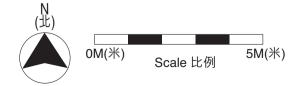
W.M.C. = Water Meter Cabinet 水錶櫃

### 適用於本節各樓面平面圖之備註

#### Remarks applicable to the floor plans of this section:

- 1)樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。 The dimensions of the floor plans are all structural dimensions in millimeter.
- 2) 部份樓層外牆範圍設有建築裝飾及/或外露喉管,詳細資料請參考最後批准之總建築圖則及其他相關圖則。
  There may be architectural features and/or exposed pipes on external walls of some of the floors. For details, please refer to the latest approved general building plans and other relevant plans.
- 3) 部份住宅物業客廳、飯廳、睡房、走廊、浴室及/或廚房之裝飾橫樑或假天花內裝置冷氣喉管及/或其他機電設備。
  There are ceiling bulkheads or false ceiling in living room, dining room, bedrooms, corridor, bathroom and/or kitchen of some residential properties for the air-conditioning system and/or Electrical and Mechanical services.





### 2樓 2/F

- (I) 批地文件對於住宅單位最少的數目及尺寸之限制 請參閱「批地文件摘要 |部分
- (II) 關於發展項目已批准格式之包含管理合約的公契之X部分第12條 X部分第12條規定:
  - (a) 業主不得進行或准許或容受將進行與任何住宅單位有關的任何 工程,其中包括但不限於拆除或改動任何隔牆或任何地板或屋 頂板或任何分間結構,從而導致該住宅單位在內部相連,並從 任何毗鄰的或相鄰的住宅單位接通,除非取得地政總署署長或 不時代替他的任何其他政府機構的事先書面同意,該同意會依 據其絕對酌情權可給予或拒絕,如果給予,可能會受其依據絕 對酌情權強加的條款及條件(包括支付費用)限制;和
  - (b) 經理人須在發展項目的管理處將根據本12條(a)分條提及於本契 據內條文下由地政總署署長或不時代替他的任何其他政府機構 給予的同意之資訊存檔作紀錄,所有業主可免費查閱和支付合 理費用自費索取副本,所有收到的費用會存入特別基金。
- (III) <u>住宅單位供應之總數目</u>

216

(IV) 住宅單位於各尺寸範圍供應之數目

住宅單位尺寸 (實用面積)	該類單位供應之數目
39.972平方米 (430平方尺)	48
39.257平方米 (423平方尺)	24
39.935平方米 (430平方尺)	24
39.948平方米 (430平方尺)	24
39.910平方米 (430平方尺)	24
39.934平方米 (430平方尺)	24
39.903平方米 (430平方尺)	24
39.262平方米 (423平方尺)	24

(I) the restrictions in the Land Grant on the minimum number and the size of residential units

Please refer to the section "Summary of Land Grant".

(II) Clause 12 of Section X of the approved form of Deed of Mutual Covenant incorporating Management Agreement for the Development

Clause 12 of Section X provides that:

- (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion; and
- (b) The Manager shall deposit in the management office of the Development the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under the provision of this Deed referred to in sub-clause (a) of this Clause 12 for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund.
- (III) the total number of residential units provided

216

(I) the restrictions in the Land Grant on the minimum number and the size of (IV) the number of residential units in the respective size range provided

Size of Residential Units (Saleable Area)	Nos. of such Units to be provided
39.972 square metre (430 square feet)	48
39.257 square metre (423 square feet)	24
39.935 square metre (430 square feet)	24
39.948 square metre (430 square feet)	24
39.910 square metre (430 square feet)	24
39.934 square metre (430 square feet)	24
39.903 square metre (430 square feet)	24
39.262 square metre (423 square feet)	24

每個住宅物業的層與層之間的高度:2.975米

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

每個住宅物業的樓板(不包括灰泥)的厚度:150毫米

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

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。(不適用於本發展項目)

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. (Not applicable to the Development)

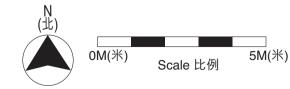
備註: 1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱本售樓説明書第17頁。

2) 住宅樓層不設4樓、13樓、14樓及24樓。

Remarks: 1) Please refer to page 17 of this sales brochure for glossary of the terms and abbreviations shown in the floor plan above.

2) Residential floors on 4/F, 13/F, 14/F and 24/F are omitted.





### 3樓-29樓 3/F-29/F

- (I) 批地文件對於住宅單位最少的數目及尺寸之限制 請參閱「批地文件摘要 | 部分
- (II) 關於發展項目已批准格式之包含管理合約的公契之X部分第12條 X部分第12條規定:
  - (a) 業主不得進行或准許或容受將進行與任何住宅單位有關的任何 工程,其中包括但不限於拆除或改動任何隔牆或任何地板或屋 頂板或任何分間結構,從而導致該住宅單位在內部相連,並從 任何毗鄰的或相鄰的住宅單位接通,除非取得地政總署署長或 不時代替他的任何其他政府機構的事先書面同意,該同意會依 據其絕對酌情權可給予或拒絕,如果給予,可能會受其依據絕 對酌情權強加的條款及條件(包括支付費用)限制;和
  - (b) 經理人須在發展項目的管理處將根據本12條(a)分條提及於本契 據內條文下由地政總署署長或不時代替他的任何其他政府機構 給予的同意之資訊存檔作紀錄,所有業主可免費查閱和支付合 理費用自費索取副本,所有收到的費用會存入特別基金。
- (III) 住宅單位供應之總數目

216

(IV) 住宅單位於各尺寸範圍供應之數目

住宅單位尺寸 (實用面積)	該類單位供應之數目
39.972平方米 (430平方尺)	48
39.257平方米 (423平方尺)	24
39.935平方米 (430平方尺)	24
39.948平方米 (430平方尺)	24
39.910平方米 (430平方尺)	24
39.934平方米 (430平方尺)	24
39.903平方米 (430平方尺)	24
39.262平方米 (423平方尺)	24

(I) the restrictions in the Land Grant on the minimum number and the size of (IV) the number of residential units in the respective size range provided residential units

Please refer to the section "Summary of Land Grant".

(II) Clause 12 of Section X of the approved form of Deed of Mutual Covenant incorporating Management Agreement for the Development

Clause 12 of Section X provides that:

- (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion; and
- (b) The Manager shall deposit in the management office of the Development the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under the provision of this Deed referred to in sub-clause (a) of this Clause 12 for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund.
- (III) the total number of residential units provided

216

Size of Residential Units (Saleable Area)	Nos. of such Units to be provided
39.972 square metre (430 square feet)	48
39.257 square metre (423 square feet)	24
39.935 square metre (430 square feet)	24
39.948 square metre (430 square feet)	24
39.910 square metre (430 square feet)	24
39.934 square metre (430 square feet)	24
39.903 square metre (430 square feet)	24
39.262 square metre (423 square feet)	24

每個住宅物業的層與層之間的高度: 2.975米(適用於3樓-28樓); 3.325米(適用於29樓)

The floor-to-floor height of each residential property: 2.975m (Applicable to 3/F - 28/F); 3.325m (Applicable to 29/F)

每個住宅物業的樓板(不包括灰泥)的厚度:150毫米

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

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。(不適用於本發展項目)

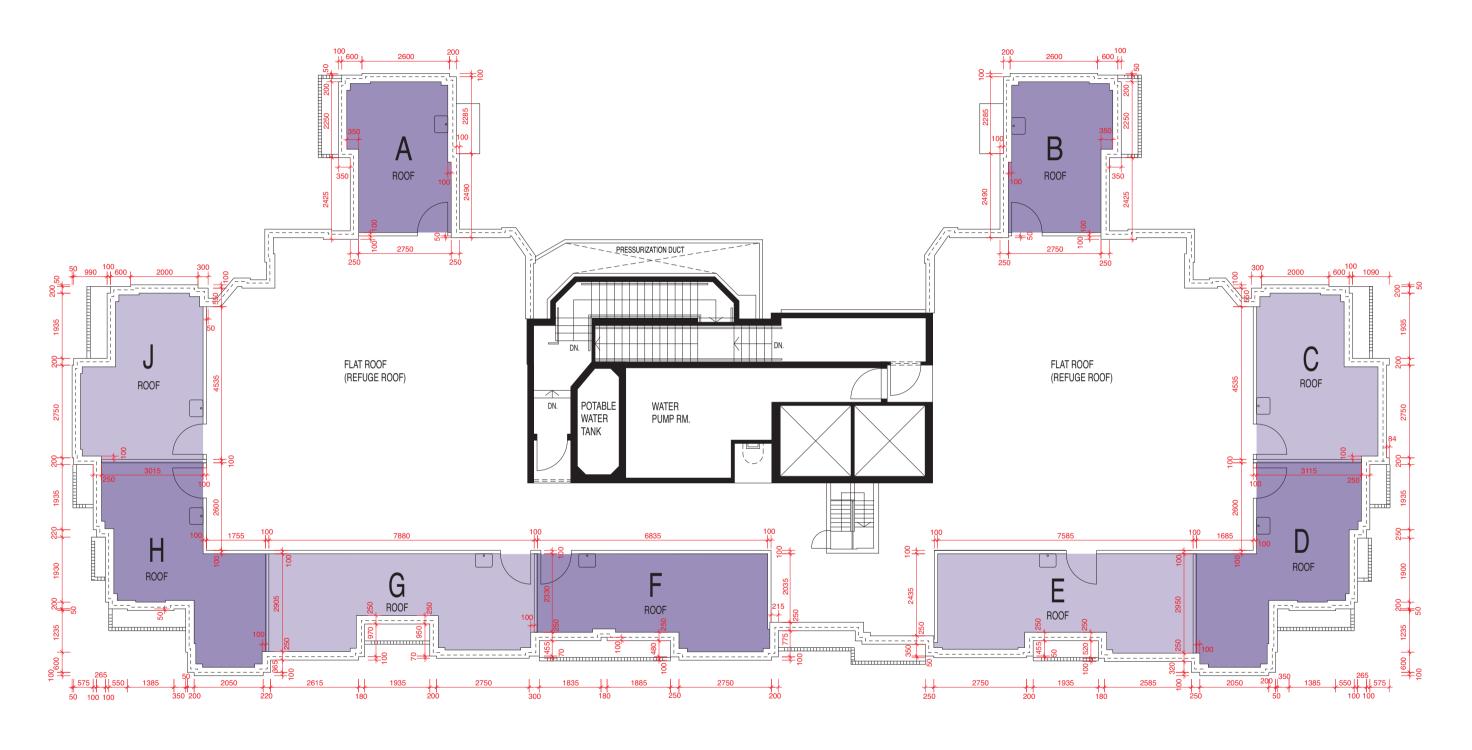
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Not applicable to the Development)

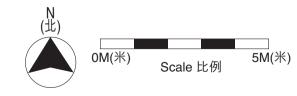
1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱本售樓説明書第17頁。

2) 住宅樓層不設4樓、13樓、14樓及24樓

Remarks: 1) Please refer to page 17 of this sales brochure for glossary of the terms and abbreviations shown in the floor plan above.

2) Residential floors on 4/F, 13/F, 14/F and 24/F are omitted.





### 天台 Roof

- (I) 批地文件對於住宅單位最少的數目及尺寸之限制 請參閱「批地文件摘要」部分
- (II) 關於發展項目已批准格式之包含管理合約的公契之X部分第12條 X部分第12條規定:
  - (a) 業主不得進行或准許或容受將進行與任何住宅單位有關的任何 工程,其中包括但不限於拆除或改動任何隔牆或任何地板或屋 頂板或任何分間結構,從而導致該住宅單位在內部相連,並從 任何毗鄰的或相鄰的住宅單位接通,除非取得地政總署署長或 不時代替他的任何其他政府機構的事先書面同意,該同意會依 據其絕對酌情權可給予或拒絕,如果給予,可能會受其依據絕 對酌情權強加的條款及條件(包括支付費用)限制;和
  - (b) 經理人須在發展項目的管理處將根據本12條(a)分條提及於本契 據內條文下由地政總署署長或不時代替他的任何其他政府機構 給予的同意之資訊存檔作紀錄,所有業主可免費查閱和支付合 理費用自費索取副本,所有收到的費用會存入特別基金。
- (III) 住宅單位供應之總數目

216

(IV) 住宅單位於各尺寸範圍供應之數目

住宅單位尺寸 (實用面積)	該類單位供應之數目
39.972平方米 (430平方尺)	48
39.257平方米 (423平方尺)	24
39.935平方米 (430平方尺)	24
39.948平方米 (430平方尺)	24
39.910平方米 (430平方尺)	24
39.934平方米 (430平方尺)	24
39.903平方米 (430平方尺)	24
39.262平方米 (423平方尺)	24

(I) the restrictions in the Land Grant on the minimum number and the size of (IV) the number of residential units in the respective size range provided residential units

Please refer to the section "Summary of Land Grant".

(II) Clause 12 of Section X of the approved form of Deed of Mutual Covenant incorporating Management Agreement for the Development

Clause 12 of Section X provides that:

- (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion; and
- (b) The Manager shall deposit in the management office of the Development the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under the provision of this Deed referred to in sub-clause (a) of this Clause 12 for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund.
- (III) the total number of residential units provided

216

Size of Residential Units (Saleable Area)	Nos. of such Units to be provided
39.972 square metre (430 square feet)	48
39.257 square metre (423 square feet)	24
39.935 square metre (430 square feet)	24
39.948 square metre (430 square feet)	24
39.910 square metre (430 square feet)	24
39.934 square metre (430 square feet)	24
39.903 square metre (430 square feet)	24
39.262 square metre (423 square feet)	24

每個住宅物業的層與層之間的高度:不適用

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

每個住宅物業的樓板(不包括灰泥)的厚度:不適用

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

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。(不適用於本發展項目)

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. (Not applicable to the Development)

- 1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱本售樓説明書第17頁。
  - 2) 住宅樓層不設4樓、13樓、14樓及24樓。

Remarks: 1) Please refer to page 17 of this sales brochure for glossary of the terms and abbreviations shown in the floor plan above.

2) Residential floors on 4/F, 13/F, 14/F and 24/F are omitted.

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

#### AREA SCHEDULE面積表

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米 ( <b>平方呎)</b> Saleable Area	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit	(including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
	A	39.972 <b>(430)</b>	_	_	_	10.356 <b>(111)</b>	_	_	_	_	_	_
	В	39.972 <b>(430)</b>	_	_	_	_	_	_	_	_	_	_
	С	39.257 <b>(423)</b>	_	_	_	_	_	_	_	_	_	_
2樓	D	39.935 <b>(430)</b>	_	_	_	_	_	_	_	_	_	_
2/F	Е	39.948 <b>(430)</b>	_	_	_	_	_	_	_	_	_	_
	F	39.910 <b>(430)</b>	_	_	_	_	_	_	_	_	_	_
	G	39.934 <b>(430)</b>	_	_	_	_	_	_	_	_	_	_
	Н	39.903 <b>(430)</b>	_	_	_	_	_	_	_	_	_	_
	J	39.262 <b>(423)</b>	_	_	_	10.923 <b>(118)</b>	_	_	_	_	_	_

實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

### 註Note:

- 1. 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎;1米=3.281呎;1平方米=10.7639平方呎;因四捨五入的關係,以平方呎表述之面積與以平方米表述之面積可能有些微差異。

  The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
- 2. 發展項目住宅物業並無露台、工作平台及陽台。
  There are no balcony, utility platform and verandah in the residential properties in the Development.
- 3. 住宅樓層不設4樓、13樓、14樓及24樓。 Residential floors on 4/F, 13/F, 14/F and 24/F are omitted.

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

#### AREA SCHEDULE面積表

物業的描述 Description of Residential Property		<b>實用面積</b> (包括露台、工作平台及陽台(如有)) 平方米 <b>(平方呎)</b> Saleable Area	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit	(including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
	A	39.972 <b>(430)</b>	_	_	_	_	_	_	_	_	_	_
	В	39.972 <b>(430)</b>	_	_	_	_	_	_	_	_	_	_
	С	39.257 <b>(423)</b>	_	_	_	_	_	I	_	_	_	_
3樓-28樓	D	39.935 <b>(430)</b>	_	_	_	_	_	l	_	_		_
3/F-28/F	Е	39.948 <b>(430)</b>	_	_	_	_	_	-	_	_	I	_
	F	39.910 <b>(430)</b>	_	_	_	_	_	_	_	_	_	_
	G	39.934 <b>(430)</b>	_	_	_	_	_	_	_	_	_	_
	Н	39.903 <b>(430)</b>	_	_	_	_	_	_	_	_	_	_
	J	39.262 <b>(423)</b>	_	_	_	_	_	_	_	_	_	_

實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

#### 註Note:

- 1. 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎;1米=3.281呎;1平方米=10.7639平方呎;因四捨五入的關係,以平方呎表述之面積與以平方米表述之面積可能有些微差異。

  The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
- 2. 發展項目住宅物業並無露台、工作平台及陽台。
  There are no balcony, utility platform and verandah in the residential properties in the Development.
- 3. 住宅樓層不設4樓、13樓、14樓及24樓。 Residential floors on 4/F, 13/F, 14/F and 24/F are omitted.

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

#### AREA SCHEDULE面積表

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit	Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
	A	39.972 <b>(430)</b>	_	_	_	I	_	_	12.693 <b>(137)</b>	_	I	_
	В	39.972 <b>(430)</b>	_	_	_	1	_	_	12.693 <b>(137)</b>	_	_	_
	С	39.257 <b>(423)</b>	-	_	_	1	_	_	15.423 <b>(166)</b>	_	-	_
29樓	D	39.935 <b>(430)</b>	_	_	_	-	_	_	18.576 <b>(200)</b>	_	_	_
29/F	E	39.948 <b>(430)</b>	_	_	_	-	_	_	20.551 <b>(221)</b>	_	_	_
	F	39.910 <b>(430)</b>	-	_	_	1	_	_	17.385 <b>(187)</b>	_	-	_
	G	39.934 <b>(430)</b>	_	_	_	-	_	_	20.038 <b>(216)</b>	_	_	_
	Н	39.903 <b>(430)</b>	_	_	_	_	_	_	18.195 <b>(196)</b>	_	_	_
	J	39.262 <b>(423)</b>	_	_	_	_	_	_	15.481 <b>(167)</b>	_	-	_

實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

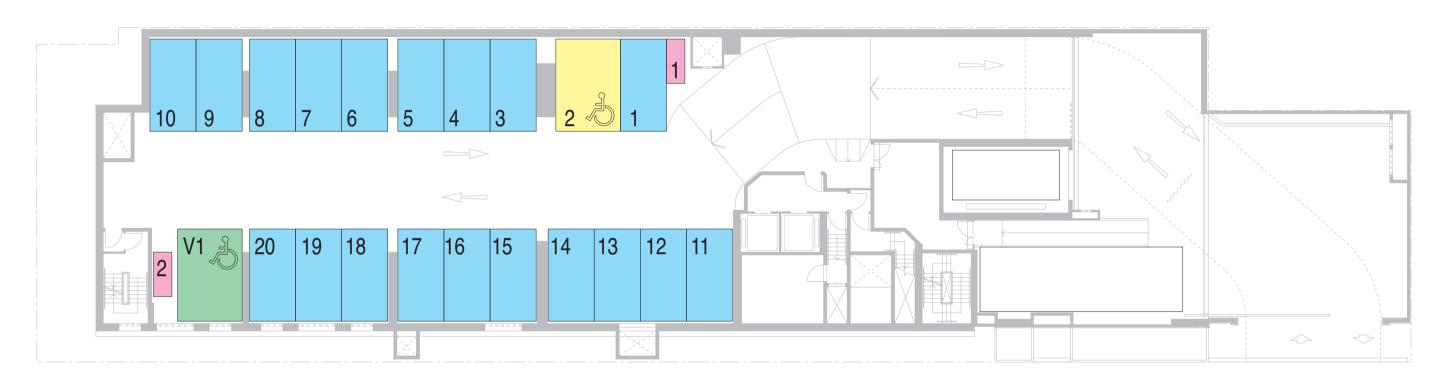
The saleable area is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

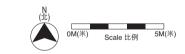
#### 註Note:

- 1. 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎;1米=3.281呎;1平方米=10.7639平方呎;因四捨五入的關係,以平方呎表述之面積與以平方米表述之面積可能有些微差異。

  The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
- 2. 發展項目住宅物業並無露台、工作平台及陽台。
  There are no balcony, utility platform and verandah in the residential properties in the Development.
- 3. 住宅樓層不設4樓、13樓、14樓及24樓。 Residential floors on 4/F, 13/F, 14/F and 24/F are omitted.

### 地庫1層 B1/F





Residential Parking Space 住客停車位

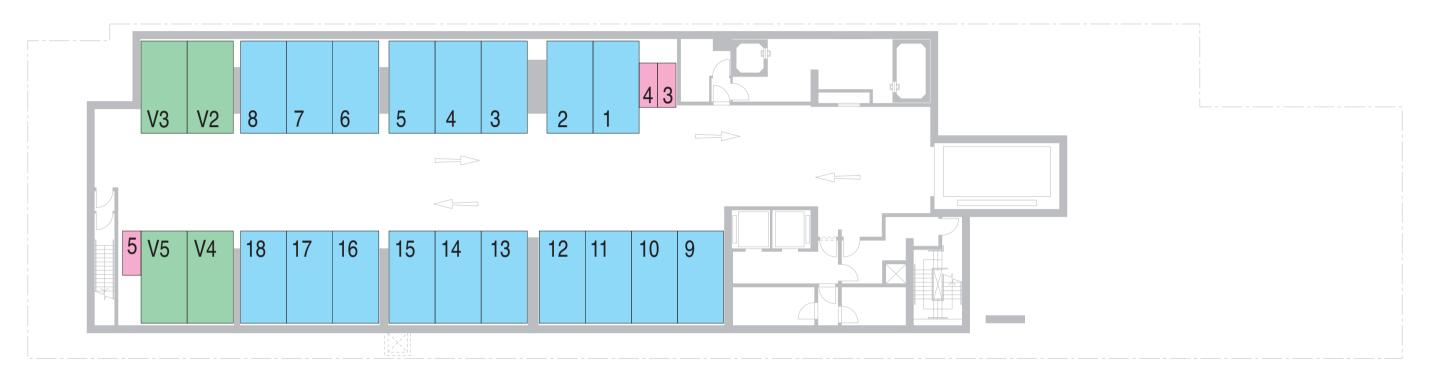
Visitors' Parking Space for the Disabled 傷殘人士訪客停車位

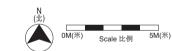
Motor Cycle Parking Space 電單車停車位

Residential Parking Space for the Disabled 傷殘人士住客停車位

Category of parking space 停車位類別	Nos. 數目	Dimension (W x L) 尺寸 (寬x長)	Area Per Each Space 每個停車位面積
Residential Parking Space 住客停車位	19	2.5米m x 5米m	12.5平方米m²
Residential Parking Space for the Disabled 傷殘人士住客停車位	1	3.5米m x 5米m	17.5平方米m²
Visitors' Parking Space for the Disabled 傷殘人士訪客停車位	1	3.5米m x 5米m	17.5平方米m²
Motor Cycle Parking Space 電單車停車位	2	1米m x 2.4米m	2.4平方米m²

## 地庫2層 B2/F





Residential Parking Space 住客停車位
Visitors' Parking Space 訪客停車位

Motor Cycle Parking Space
電單車停車位

Category of parking space 停車位類別	Nos. 數目	Dimension (W x L) 尺寸 (寬x長)	Area Per Each Space 每個停車位面積
Residential Parking Space 住客停車位	18	2.5米m x 5米m	12.5平方米m²
Visitors' Parking Space 訪客停車位	4	2.5米m x 5米m	12.5平方米m²
Motor Cycle Parking Space 電單車停車位	3	1米m x 2.4米m	2.4平方米m²

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

- (a) 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。
- (b) 買方在簽署該臨時合約時支付的臨時訂金,會由代表擁有人行事的 律師事務所以保證金保存人的身分持有。
- (c) 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—
  - (i) 該臨時合約即告終止;
- (ii) 有關的臨時訂金即予沒收;及
- (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申 索。
- (a) A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.
- (b) The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
- (c) If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement—
  - (i) that preliminary agreement is terminated;
  - (ii) the preliminary deposit is forfeited; and
  - (iii) the owner does not have any further claim against the purchaser for the failure.

#### 1. 發展項目的公用部分:

- (i) 「**公用地方**」指所有發展項目公用地方、住宅公用地方及停車場 公用地方。
- (ii) 「**公用設施**」指所有發展項目公用設施、住宅公用設施及停車場 公用設施。
- (iii) 「**發展項目公用地方** | 指該土地(如公契所定義)及發展項目(如公 契所定義)內指定其用途為供單位(如公契所定義)之業主(如公契 所定義)及佔用人共同使用及享用,而並非按公契或其他給予 註冊擁有人(如公契所定義)或任何個別單位的業主和並非特別 轉讓的所有該等地方或部分及在不局限前文的概括性原則下, 包括綠化區(如公契所定義)之部分、粉紅加十字斜影綠線區域( 如公契所定義)、外牆(包括非結構預製外牆,但不包括構成作 為住宅公用地方部分的住宅單位之外牆(當中包括非結構預製 外牆))、護牆、升降機、行人徑、階梯、行人路、誦道、入口、 車道、露天地方、樓梯、斜道、變壓器房(如公契所定義)、垃圾 儲存室、消防進水口及灑水器進水口、灑水器水箱、升降機 槽、升降機機房、電力房、維修走廊、機電槽(電力及機 械)、低壓電電掣房、水錶房、消防/灑水器泵房、消防控制/ SPR灑水器控制閥室、電纜槽、緊急發電機房、TBE(電訊及 廣播)室、燃料箱房、水錶櫃、消防水箱、升降機、升降機平 台、花架、結構柱,以及建築物管理條例(香港法例第344章)第 2條界定為「公用部分」的該等地方,但不包括停車場公用地方 及住宅公用地方。
- (iv) 「發展項目公用設施」指在發展項目公用地方內安裝作為其便利設施供發展項目所有單位共同使用或享用,而並非供任何個別單位獨家享用的所有該等裝置及設施,及在不局限前文的概括性的原則下,包括圍牆、排水渠、沙井、渠道、總水管、截流排水渠、雨水渠及雨水儲水池、污水渠、排水溝、水道(如有)、電纜、井(如有)、管道、電線、鹹水及食水進水口及總水管、消防或保安設備及設施、水泵、電掣、儀錶、照明、衛生裝置、垃圾處理設備及設施、公用天線、升降機機房內的裝置及設施及其他儀器設備及設施。
- (v) 「停車場公用地方」指整個停車場範圍(如公契所定義)(但不包括除了是構成住宅公用地方部分的所有訪客停車位(如公契所定義)及上落客貨處(如公契所定義)以外的所有停車位),並指定其用途為供停車位(如公契所定義)之業主及佔用人,與及訪客停車位佔用人共同使用或享用,及在不局限前文的概括性原則下,包括車輛升降機、車道、坡道、樓梯、迴旋通道、樓梯平台、電扇房、升降機大堂、排煙口、空氣槽、機房、車輛升降機平台、升降機機房(車輛升降機),以及建築物管理條例(香港法例第344章)第2條界定為「公用部分」的該等地方,但不包括發展項目公用地方和住宅公用地方。
- (vi) 「**停車場公用設施**」指在停車場公用地方內安裝供停車位業主及 佔用人,以及訪客停車位佔用人共同使用或享用,而並非供任 何個別停車位獨家或整個發展項目使用與享用的所有該等裝置 及設施,及在不局限前文的概括性的原則下,包括電動車輛充

- 電裝置、排水渠、沙井、渠道、總水喉(如有)、污水渠、排水溝、水道、電纜、井(如有)、管道、電線、鹹水及食水進水口(如有)及總水管、消防或保安設備及設施、泵、電掣、儀錶、照明、垃圾處理設備及設施、空氣槽、升降機(車輛升降機)機房內的裝置及設施,入口欄杆設備,以及其他儀器、設備及設施。
- (vii) 「**住宅公用地方** | 指該土地及發展項目內指定其用途為供住宅 單位業主及佔用人共同使用及享用,而並非按公契或其他給 予註冊擁有人或任何個別住宅單位的業主和並非特別轉讓的 所有該等地方或部分及在不局限前文的概括性的原則下,包 括訪客停車位、上落客貨處、康樂設施(如父契所定義)、住宅 單位外牆(包括非結構預製外牆)、護牆、簷篷、空調機平台、 平台(不構成任何住宅單位之部分)、屋頂、過濾機機房、建築 裝飾及承托物、花架、郵箱、轉換樓層、樓梯、行人路、管 道槽、服務走廊/室、水錶櫃、食水/沖廁水進水水泵房、食 水箱、沖廁水水箱、升降機大堂(會所)、升降機大堂(住宅)(包 括(但不限於)公契內定義為「環保及創新設施 |涵蓋之加闊的 升降機大堂)、管理員工作台、管理員休息室及衛生間、綠化 區之部分、樓梯增壓電扇房、垃圾存放用電扇房、垃圾存放 間、電錶房、排氣槽、電訊室、管道井,以及建築物管理條 例(香港法例第344章)第2條界定為「公用部分」的該等地方,但 不包括停車場公用地方和發展項目公用地方。
- (viii)「**住宅公用設施**」指在住宅公用地方內安裝供所有住宅單位共同使用或享用,而並非供任何個別單位獨家或整個發展項目使用或享用的所有該等裝置及設施,及在不局限前文的概括性的原則下,包括樓梯人工照明及備用緊急系統、排水渠、電掣、儀錶、管道、泵、電線、電纜、照明、天線、外置裝飾鋁製百葉窗、水箱、消防及滅火設備、垃圾處理設備及裝置、康樂設施的康樂和其他設施以及其他不論有否套上套管的服務設施及裝置。
- 2. (a) 分配予發展項目中的每個住宅物業的不分割份數的數目

樓層	住宅單位	每個住宅單位獲分配的 不分割份數數目
2樓	2樓A室連同其毗鄰平台	41/8,874
	B室	40/8,874
	C室	39/8,874
	D室	40/8,874
	E室	40/8,874
	F室	40/8,874
	G室	40/8,874
	H室	40/8,874
	2樓J室連同其毗鄰平台	40/8,874

樓層	住宅單位	每個住宅單位獲分配的 不分割份數數目
3樓-28樓* (22層樓)	A室	40/8,874
	B室	40/8,874
	C室	39/8,874
	D室	40/8,874
	E室	40/8,874
	F室	40/8,874
	G室	40/8,874
	H室	40/8,874
	J室	39/8,874
29樓	29樓A室連同天台A	41/8,874
	29樓B室連同天台B	41/8,874
	29樓C室連同天台C	40/8,874
	29樓D室連同天台D	41/8,874
	29樓E室連同天台E	41/8,874
	29樓F室連同天台F	41/8,874
	29樓G室連同天台G	41/8,874
	29樓H室連同天台H	41/8,874
	29樓J室連同天台J	40/8,874

(註:"\*"指不設4、13、14及24樓層編號)

- (b) 每個住宅單位之管理份數相等於其獲分配之不分割份數,唯 發展項目不分割份數總數與發展項目管理份數總數不同。
- 企) 發展項目所有住宅物業之管理份數總數為8,603。
- (d) 發展項目之管理份數總數為8,798。
- 3. 有關發展項目的管理人的委任年期:

根據建築物管理條例(香港法例第344章)及公契第VI部第A分部第2條第(b)及(c)款的規定,公契管理人獲公契委任為管理該土地及發展項目的第一任管理人,初步任期為公契之日起的首兩年,其後繼續管理發展項目直至其委任被終止。

4. 發展項目的住宅物業擁有人分擔管理開支的基準:

管理人應根據以下原則釐定各業主應分擔之管理開支金額:

- (a) 發展項目的每個單位業主須按他的單位獲分配的管理份數(如公契所定義)的數目對發展項目所有單位的管理份數的總數之比例分擔年度管理預算(如公契所定義)A部分評估的款項。A部分須涵蓋歸屬管理及維持發展項目公用地方及發展項目公用設施或供全體業主享用的預計管理開支(不包括管理預算B部分及C部分載有的該等預計管理開支);
- (b) 每個業主除以上第(a)分條應付的款項外,還須就他作為每個住宅單位業主按他的住宅單位獲分配的管理份數的數目對發展項目所有住宅單位的管理份數的總數之比例分擔年度管理預算B部分評估的款項。B部分須涵蓋僅歸屬管理及維持住宅公用地方及住宅公用設施或僅供住宅單位的全體業主享用的預計管理開支,包括但不限於康樂設施的操作、保養、清潔、照明及保安的開支,及為免存疑,B部分亦須涵蓋歸屬使用訪客停車位的有關停車場公用地方及停車場公用設施的預計管理開支的該等部分。
- (c) 每個業主除以上第(a)分條應付的款項外,還須就他作為每個停車位業主按他的停車位獲分配的管理份數的數目對發展項目所有停車位的管理份數的總數之比例分擔年度管理預算C部分評估的款項。C部分須涵蓋僅歸屬管理及維持停車場公用地方及停車場公用設施或僅供停車位的全體業主享用的預計管理開支,但為免存疑,不包括載於年度管理預算B部分歸屬使用訪客停車位的有關停車場公用地方及停車場公用設施的預計管理開支的該等部分。
- 5. 計算管理費按金的基準:

各單位之首任業主應於註冊業主轉讓取得單位後,向管理人存入作 為保證如期支付根據公契其可能或將應付的所有金額之按金,金 額相等於首年度預算管理開支的每月分擔款項的一個月款項,該等 款項不可用作抵銷應付的管理開支每月款項或其他款項,亦不可退 還,但可轉讓。

6. 擁有人在發展項目中保留作自用的範圍(如有的話):

不適用

- 1. The common parts of the Development:
  - (i) "Common Areas" means all of the Development Common Areas, the Residential Common Areas and the Car Park Common Areas.
  - (ii) "Common Facilities" means all of the Development Common Facilities, the Residential Common Facilities and the Car Park Common Facilities.
  - "Development Common Areas" means all those areas or parts of the Land (as defined in the DMC) and the Development (as defined in the DMC) the right to the use of which is designated for the common use and benefit of the Owners (as defined in the DMC) and occupiers of the Units (as defined in the DMC) and is not given by the DMC or otherwise to the Registered Owner (as defined in the DMC) or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, part of the Greenery Area (as defined in the DMC), the Pink Cross-Hatched Green Area (as defined in the DMC), external walls (including the non-structural prefabricated external walls but excluding the external walls (including the non-structural prefabricated external walls) of the Residential Units (as defined in the DMC) which shall form part of the Residential Common Areas), parapet-walls, lift, footpaths, stairs, walkways, passageways, entrances, driveways, open spaces, staircases, ramps, Transformer Rooms (as defined in the DMC), refuse storage chamber, fire services inlet and sprinkler inlet, sprinkler tank, lift shafts and lift machine room, electrical rooms, service corridor, E&M (electrical and mechanical) duct, LV (low voltage) switch room, water meter cabinet, F.S. (fire services)/sprinkler pump room, F.S. (fire services) control/SPR (sprinkler) control valve room, cable trench, emergency generator room, TBE (telecommunications and broadcasting) room, fuel tank room, water meter cabinet, F.S. (fire services) tank, lifts, lift platform, planters, structural columns and such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance but shall exclude the Car Park Common Areas and the Residential Common Areas.
  - (iv) "Development Common Facilities" means all those installations and facilities in the Development Common Areas used in common by or installed for the common benefit of all the Units of the Development as part of the amenities thereof and not for the exclusive benefit of any individual Unit and, without limiting the generality of the foregoing, including fence walls, drains, manhole, surface channels, water mains, cut-off drains, storm water drains and the storage pond for storm water, sewers, gutters, watercourses (if any), cables, wells (if any), pipes, wires, salt and fresh water intakes and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, sanitary fittings, refuse disposal equipment and facilities, communal aerials, installation and facilities in the lift machine rooms and other apparatus equipment and facilities.
  - (v) "Car Park Common Areas" means the whole of the Car Park Areas (as defined in the DMC) (but excluding all those parking spaces (except Visitors' Parking Spaces (as defined in the DMC) and Loading and Unloading Space (as defined in the DMC), all forming part of the Residential Common Areas)) and which shall be designated for the common use and benefit of the Owners and occupiers of the Car Parks (as defined in the DMC) and occupiers of the Visitors' Parking

- Spaces and include, without limiting the generality of the foregoing, the car lift, driveways, ramps, staircases, circulation passages, landings, fan room, lift lobby, smoke vent, air duct, plant room, car lift platform, lift machine room (car lift), and such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance but shall exclude the Development Common Areas and the Residential Common Areas.
- (vi) "Car Park Common Facilities" means all those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Car Parks and the occupiers of Visitors' Parking Spaces and not for the exclusive use or benefit of any individual Car Park or the Development as a whole and, without limiting the generality of the foregoing, including electrical vehicle charging devices, drains, manhole, channels, water mains (if any), sewers, gutters, watercourses, cables, wells (if any), pipes, wires, salt and fresh water intakes (if any) and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, refuse disposal equipment and facilities, ventilation air duct, installation and facilities in the lift machine rooms (car lift), access barrier equipment and other apparatus and equipment and facilities.
- (vii) "Residential Common Areas" means all those areas or parts of the Land and the Development the right to the use of which is designated for common use and benefit of the Owners and occupiers of Residential Units and is not given by the DMC or otherwise to the Registered Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include Visitors' Parking Spaces, Loading and Unloading Space, Recreational Facilities (as defined in the DMC), external walls (including the non-structural prefabricated external walls) of the Residential Units, parapet-walls, canopies, air-conditioning platforms, flat roof(s) (which do not form part of any Residential Units), top roof, filtration plant room, architectural features and supports, planters, mail boxes, transfer plate, staircases, walkways, pipe duct, service corridor/ room, water meter cabinet, potable/flushing upfeed water pump room, potable water tank, flushing water tank, lift lobby (club house), lift lobby (residential) (including, without limitation, the wider lift lobbies referred to in the definition of "Green and Innovative Features" of the DMC), caretakers' counter, caretakers' quarter and bathroom, part of the Greenery Area, staircase pressurization fan room, fan room for refuse storage, refuse storage, electrical meter room, air release duct, telecommunication room, pipe wells and such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance but shall exclude the Car Park Common Areas and the Development Common Areas.
- (viii) "Residential Common Facilities" means all those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of all the Residential Units and not for the exclusive use or benefit of any individual Unit or the Development as a whole and which, without limiting the generality of the foregoing, include artificial lighting and backup emergency system for staircases, drains, switches, meters, pipes, pumps, wires, cables, lights, antennae, external decorative aluminium louvers, water tanks, fire warning and fighting equipment, refuse disposal equipment and apparatus,

- recreational and other facilities in the Recreational Facilities and other service facilities apparatus whether ducted or otherwise.
- 2. (a) The number of undivided shares assigned to each residential property in the Development:

Floor	Residential Unit	No. of Undivided Shares allocated to
		each Residential Unit
2/F	Flat A on 2/F together with Flat Roof adjacent thereto	41/8,874
	Flat B	40/8,874
	Flat C	39/8,874
	Flat D	40/8,874
	Flat E	40/8,874
	Flat F	40/8,874
	Flat G	40/8,874
	Flat H	40/8,874
	Flat J on 2/F together with Flat Roof adjacent thereto	40/8,874
$3/F - 28/F^*$	Flat A	40/8,874
(22 storeys)	Flat B	40/8,874
	Flat C	39/8,874
	Flat D	40/8,874
	Flat E	40/8,874
	Flat F	40/8,874
	Flat G	40/8,874
	Flat H	40/8,874
	Flat J	39/8,874
29/F	Flat A on 29/F together with Roof A	41/8,874
	Flat B on 29/F together with Roof B	41/8,874
	Flat C on 29/F together with Roof C	40/8,874
	Flat D on 29/F together with Roof D	41/8,874
	Flat E on 29/F together with Roof E	41/8,874
	Flat F on 29/F together with Roof F	41/8,874
	Flat G on 29/F together with Roof G	41/8,874
	Flat H on 29/F together with Roof H	41/8,874
	Flat J on 29/F together with Roof J	40/8,874

(Note: "\*" = There are no designation of 4/F, 13/F, 14/F and 24/F)

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

- (b) The number of management shares of a residential property is the same as the number of undivided shares allocated to that residential property. However, the total number of undivided shares in the Development is different from the total number of management shares in the Development.
- (c) The total number of management shares of all residential properties in the Development is 8,603.
- (d) The total number of management shares in the Development is 8,798.
- 3. The term of years for which the manager of the Development is appointed: Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and sub-clauses (b) and (c) of clause 2 of subsection A of section VI of the DMC, the DMC Manager is appointed as the first manager to manage the Land and the Development for the initial
- 4. The basis on which the management expenses are shared among the owners of the residential properties in the Development:

manage the Development until its appointment is terminated.

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

term of 2 years from the date of the DMC and thereafter shall continue to

- (a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget (as defined in the DMC) in the proportion which the number of the Management Shares (as defined in the DMC) allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development. Part A shall cover the estimated management expenditure which is attributable to the management and maintenance of the Development Common Areas and the Development Common Facilities or for the benefit of all the Owners (excluding those estimated management expenditure contained in Part B and Part C of the Management Budget).
- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development. Part B shall contain the estimated management expenditure which is attributable solely to the management and maintenance of the Residential Common Areas and the Residential Common Facilities or solely for the benefit of all the Owners of the Residential Units including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities and, for the avoidance of doubt, Part B shall also contain such parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Visitors' Parking Spaces.

- (c) Each Owner in addition to the amount payable under (a) above shall in respect of each Car Park of which he is the Owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development. Part C shall contain the estimated management expenditure which is attributable solely to the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities or solely for the benefit of all the Owners of the Car Parks excluding for the avoidance of doubt, parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Visitors' Parking Spaces which shall be treated as falling within Part B of the annual Management Budget.
- 5. The basis on which the management fee deposit is fixed:

The first Owner of each Unit shall upon the assignment of the Unit from the Registered Owner deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under the DMC a sum equivalent to one month's monthly contribution of the first year's budgeted management expenditure and such sum shall not be used to set off against monthly contribution of the management expenditure or any other contributions to be made by him and such sum is non-refundable but transferable.

6. The area (if any) in the Development retained by the Owner for that Owner's own use:

Not applicable.

- 1. 該發展項目位於紅磡內地段第556號(「地段」)。
- 2. 根據2011年7月18日訂立並在土地註冊處以賣地條件第20138號註冊 的賣地協議及條件(「批地文件」)持有該地段,由2011年7月18日起計 為期50年。
- 3. 特別條件第(8)條規定:

該地段或其中任何部分或在其上已建或將建的任何建築物或任何建 築物部分不得用作私人住宅以外的任何其他用途。

#### 4. 特別條件第(3)條規定:

- (a) 購買人須:
  - (i) 從批地文件之日起60個曆月內或地政總署署長「署長」可批准 的其他延長時期內按署長批准的方式、材料、標準、水平、 線向及設計自費進行下列工程,使署長在一切方面滿意:
    - (I) 鋪設及平整批地文件附錄的圖則上以綠色顯示(「綠色區域」)的未來公共道路部份;及
    - (II) 按署長全權酌情要求,提供及建造橋樑、隧道、立交橋、地下通道、溝渠、高架橋、天橋、行人路、道路或其他指定構築物(「構築物」);

致使建築物、車輛及行人交通可於綠色區域繼續進行;

- (ii) 從批地文件之日起60個曆月內或署長可批准的其他延長時期內自費在綠色區域鋪設地面、路邊石及渠道並提供署長可要求的明渠、污水渠、排水渠、消防栓(其管道連接至總水喉)、街燈、交通標誌、街道設施及道路標記,使署長滿意;及
- (iii) 自費保養綠色區域連同構築物以及在該區域上或內興建、 設置及提供的所有構築物、路面、溝渠、污水渠、排水 渠、消防栓、服務、街燈、交通標誌、街道設施、道路標 記及裝置,使署長滿意,直至按批地文件特別條件第(4)條 指定交還綠色區域的管有權為止。
- (b) 倘若購買人未能在指定的期限內履行本特別條件(a)分條規定的 責任,政府可進行必要的工程,費用由購買人負責,購買人須 根據要求向政府支付由署長決定相等於該工程費用的款項,署 長的決定是最終決定及對購買人具約東力。
- (c) 政府對購買人履行他在本特別條件(a)分條的責任或政府按本特別條件(b)分條或其他規定行使權利所產生或附帶造成購買人或任何其他人士蒙受任何損失、損害、滋擾或干擾,毋須承擔任何責任。購買人不能就上述損失、損害、滋擾或干擾向政府提出索償。

#### 5. 特別條件第⑷條規定:

僅為了進行批地文件特別條件第(3)條指定的必要工程,購買人在本批地文件之日獲授予綠色區域的管有權。綠色區域須在政府要求時交還給政府和在任何情況下,於署長發出函件表明本批地文件的一般及特別條件(「該等條件」)已履行使他滿意之日,則視為已交還給

政府。購買人須在他管有綠色區域期間允許一切政府及公眾車輛及行人交通在任何合理時間內自由經過綠色區域,並確保上述通行不會受到按批地文件特別條件第(3)條其他規定進行的工程之干涉或阻礙。

#### 6. 特別條件第(5)條規定:

未經署長的預先書面同意,購買人不能使用綠色區域儲物或搭建任何臨時構築物或進行批地文件特別條件第(3)條指定的工程以外的任何用涂。

#### 7. 特別條件第(6)條規定:

- (a) 購買人須在管有綠色區域期間,於所有合理時間內:
  - (i) 允許政府及署長、其官員、承建商、代理人及署長授權的任何其他人士有權出入、經過及再經過該地段及綠色區域,旨在視察、檢查及監管按批地文件特別條件第(3)(a)條進行的任何工程和視察、檢查及監管按批地文件特別條件第(3)(b)條進行的工程及署長可能認為有必要在綠色區域進行的任何其他工程;
  - (ii) 允許政府和政府授權的有關公用事業公司按其要求時有權出入、經過及再經過該地段及綠色區域,旨在綠色區域或任何毗鄰土地之內、之上或之下進行任何工程,包括但不限於鋪設和其後所有管道、電線、槽、電纜槽及其他傳導媒介及輔助設備之保養,以便提供電話、電力、煤氣(如有)及其他服務給該地段或任何毗鄰或毗連土地或處所。購買人須充分配合政府和政府正式授權的有關公用事業公司在綠色區域內進行上述工程的所有事宜;及
  - (iii) 允許水務署的官員及其授權的其他人士按他們要求時有權 出入、經過及再經過該地段及綠色區域,進行有關操作、 保養、修理、更換及更改綠色區域內的任何其他水務裝置 之工程。
- (b) 政府、署長及其官員、承建商、代理人及按本特別條件第(a)分條正式授權的其他人士或公用事業公司毋須就政府、署長及其官員、承建商、代理人及按本特別條件第(a)分條正式授權的其他人士或公用事業公司因行使其權利而產生或導致購買人或任何其他人士蒙受的任何損失、損害、滋擾或干擾承擔任何責任。

#### 8. 特別條件第(7)條規定:

購買人須在一切方面符合該等條件及目前或任何時候在香港實施適用於建築、衛生及規劃的一切法例、附例及規則之規定發展該地段,在該地段上興建建築物,並於2016年9月30日或之前竣工和使該(等)建築物適合入住。

#### 9. 特別條件第(9)(e)條規定:

- (i) 在該地段上已建或擬建的住宅單位總數不能少於170個;及
- (ii) 在該地段上已建或擬建的每個住宅單位的尺寸須包括由35平方 米至40平方米的實用面積。

#### 10. 特別條件第(10)條規定:

未經署長的預先書面同意和符合他施加的任何條件包括支付他可要求的行政費及地價,不能在批地文件附錄的圖則上用粉紅色加綠十字斜線顯示的區域(「粉紅色加綠十字斜線區域」)的地面層或從粉紅色加綠十字斜線區域地面層起向高空發展的15米高度內搭建或建築任何建築物或任何構築物或任何建築物或構築物的承托物或突出物。在本特別條件中,署長對地面層的定義之決定是最終的決定及對購買人有約束力。

#### 11. 特別條件第(12)(c)(iii)條規定:

按本特別條件第(a)分條規定在該地段內提供的任何康樂設施部分及 其輔助設施(「設施」)僅供在該地段上已建或擬建的住宅大廈的住戶 和他們的真正訪客使用,不得供其他人士使用。

#### 12. 特別條件第(12)(c)(ii)條規定:

購買人須自費維持設施處於修繕妥當狀態,並使署長滿意設施的運 作。

#### 13. 特別條件第(13)條規定:

未經署長事先書面同意,不得移除或干擾該地段或毗連範圍內的樹木。署長在發出書面同意時,對於樹木進行移植、補償性景觀美化工程或再植,可施加其認為合適的條件。

#### 14. 特別條件第(14)條規定:

- (a) 購買人須自費提交一份顯示按本特別條件第(b)分條的要求在該 地段內擬提供的園藝工程之位置、佈置及分佈的園藝圖則給署 長審批。
- (b) (i) 該地段不少於20%的區域須種植樹木、灌木或其他植物。
  - (ii) 本特別條件第(b)(i)分條提及的20%中不少於50%的區域(「綠 化區域」)須在署長可全權酌情決定的位置或樓層設置,以 便行人可看見或進入該地段的人士可接近。
  - (iii) 署長對購買人提議的園藝工程是否構成本特別條件第(b)(i)分條提及的20%之決定是最終的決定及對購買人有約東力。
  - (iv) 署長可全權酌情接受購買人提議的其他非種植裝飾代替種 植樹木、灌木或其他植物。
- (c) 購買人須自費按已批准的園藝圖則美化該地段,在所有方面使署長滿意。未經署長的預先書面同意,不能對已批准園藝圖則作出任何修訂、改動、更改、修訂或代替。
- (d) 購買人須在今後自費保養及保持園藝工程處於安全、乾淨、整 潔、整齊及健康狀態,在所有方面使署長滿意。
- (e) 按本特別條件美化的區域須指定及作為按照批地文件特別條件 第(19)(a)(v)條提及的公用地方之部分。

#### 15. 特別條件第(22)(a)(i)條規定:

除非署長同意用異於下表列明的比率設定住宅停車位的數目,否則須按下表比率對該地段已建或擬建的住宅單位各自的尺寸計算在該地段內提供屬於在該地段已建或擬建的大廈住宅單位的住戶和他們

的真正來賓、訪客或獲邀請人停泊按道路交通條例、其下的任何規 例及任何修訂法例領有車牌的車輛之車位(「住宅停車位」),使署長 滿意:

每個住宅單位尺寸(以建築面積計算)	擬提供的住宅停車位數目
少於40平方米	每10個住宅單位或其中部分 得一個停車位
不少於40平方米但少於70平方米	每6個住宅單位或其中部分 得一個停車位

#### 特別條件第(22)(a)(iii)條規定:

除根據本特別條件第(a)(i)分條提供的車位外,須按下列比率在該地段 內提供屬於在該地段已建或擬建的大廈住戶的真正來賓、訪客或獲 邀請人停泊按道路交通條例、其下的任何規例及任何修訂法例領有 車牌的停車位,使署長滿意:

- (I) 如果在該地段已建或擬建的任何住宅單位大廈建有超過75個住 宅單位,則上述每座住宅單位大廈設有5個車位或署長批准的比 率之車位,惟上述每座住宅單位大廈可獲批至少有1個車位;
- (II) 如果在該地段已建或擬建的住宅單位大廈建有不超過75個住宅單位,上述每座住宅單位大廈設有1個車位;及
- (III) 如果在該地段已建或擬建任何獨立屋、半獨立屋或排屋,署長可批准上述屋有其他的重位數目。

#### 特別條件第(22)(a)(iv)條規定:

本特別條件第(a)(i)及(a)(iii)分條規定的車位(可按批地文件特別條件第(24)條變更)不能用作其特別指定用途以外的任何用途,特別是該等車位不能用作儲存、展示或陳列車輛作出售或其他用途或提供車輛清潔及美容服務。

#### 特別條件第(22)(b)條規定:

- (i) 從本特別條件第(a)分條提供的車位中,購買人須按下列比率或署長可批准的其他比率保留與指定供道路交通條例、其下的任何規例及任何修訂法例界定的殘疾人士停泊車輛之車位:
  - (I) 按本特別條件第(a)(i)分條(可按批地文件特別條件第(24)條變 更)提供每200個車位或其中部分,若該部分超過100個車位 有不少於一個車位(惟至少保留與指定一個車位);及
  - (II) 按本特別條件第(a)(iii)分條提供的停車位中有一個車位。
- (ii) 按本特別條件第(b)(i)分條提供的車位須在署長書面批准的位置及 樓層設置。
- (iii) 按本特別條件第(b)(i)分條規定的車位不能用作屬於在該地段已建 或擬建的大廈住戶和他們的真正來賓、訪客或獲邀請人,供道 路交通條例、其下的任何規例及任何修訂法例界定的殘疾人士 停泊車輛以外的任何用途,特別是該等車位不能用作儲存、展 示或陳列車輛作出售或其他用途或提供車輛清潔及美容服務。

#### 特別條件第(22)(c)條規定:

- (i) 除非署長同意其他比率,否則必須按本特別條件第(a)分條要求提供的車位總數之百分之十(10%)的比率在該地段內提供屬於在該地段已建或擬建的大廈住戶和他們的真正來賓、訪客或獲邀請人停泊按道路交通條例、其下的任何規例及任何修訂法例領有車牌的電單車之車位(「電單車車位」),使署長滿意。惟如果要提供的車位數目乃小數,則四捨五入取下一個整數。
- (ii) 按本特別條件第(c)(i)分條(可按批地文件特別條件第(24)條變更)提供的車位,不能用作其特別指定用途以外的任何用途,特別是該等車位不能用作儲存、展示或陳列電單車作出售或其他用途或提供車輛清潔及美容服務。

#### 特別條件第(22)(d)條規定:

- (i) 除本特別條件第(b)分條提及的停車位外,按本特別條款第(a)分條(可按批地文件特別條件第(24)條變更)提供的每個車位的面積為2.5米闊、5.0米長及至少2.4米高。
- (ii) 按本特別條件第(b)分條提供的每個車位的面積為3.5米闊、5.0米 長及至少2.4米高。
- (iii) 按本特別條件第(c)分條(可按批地文件特別條件第(24)條變更)提供 的每個車位的面積為1.0米闊、2.4米長及至少2.4米高或署長可批 准的其他至少高度。

#### 16. 特別條件第(23)條規定:

- (a) 須按該地段內已建或擬建大廈每800個住宅單位或其中部分設一個裝卸車位之比率或署長可批准的其他比率在該地段內提供貨車裝卸的裝卸車位(惟在該地段已建或擬建的每座住宅單位大廈至少有一個裝卸車位),該裝卸車位須設置在每座住宅單位大廈毗鄰或之內。
- (b) 按本特別條件第(a)分條提供(可按批地文件特別條件第(24)條變更)的每個裝卸車位的面積為3.5米闊、11米長及至少4.7米高,該裝卸車位不能用作有關當中提及的大廈的貨車裝卸貨物以外的任何用途。

#### 17. 特別條件第(26)條規定:

- (a) 縱使已遵守與履行該等條件使署長滿意,住宅停車位及電單車 車位不能
- (i) 轉讓,除非
  - (I) 連同該地段的不分割份數及該地段已建或擬建的大廈住宅 單位的獨家使用及管有權利;或
  - (II) 給已經是該地段的不分割份數及該地段已建或擬建的大廈 住宅單位的獨家使用及管有權利的業主之人士;或
- (ii)分租,除非給該地段已建或擬建的大廈住宅單位的住戶,

但是在任何情況下,不得轉讓或分租總數超出3個住宅停車位和電 單車車位給予該地段已建或擬建大厦任何一個住宅單位的業主或住 戶。

- (b) 縱使本特別條件第(a)分條規定,經署長的預先書面同意,購買 人可轉讓所有住宅停車位及電單車車位,但僅限於給予購買人 的全資附屬公司;
- (c) 本特別條件第(a)分條不適用於整個地段的轉讓、分租、按揭或抵押。

#### 18. 特別條件(27)條規定:

按批地文件特別條件第(22)(a)(iii)及(23)(a)條(可按批地文件特別條件第(24)條變更)在該地段內提供的停車位須指定為及構成公用地方之部分。

#### 19. 特別條件第(28)條規定:

經署長批准顯示按批地文件特別條件第(22)及(23)條(可按批地文件特別條件第(24)條變更)在該地段內提供的所有停車位及裝卸車位的平面圖或經認可人士(按建築物條例、其下的任何規例及修訂法例界定)核證的圖則副本須提交給署長寄存。在上述提交寄存之前,不能對涉及該地段或其中任何部分或在該地段已建或擬建的任何建築物或任何建築物部分進行交易(惟按批地文件特別條件第(18)(c)條訂立租賃協議或契據或該等租賃協議或契據的協議及按批地文件特別條件第(18)(d)條訂立的建築按揭契據或署長可批准的其他交易則不受此限)。上述已批准圖則列明的停車位、裝卸車位不能用作批地文件特別條款第(22)及(23)條指定用途以外的其他用途。購買人須按經批准圖則保養停車位、裝卸車位及其他區域,包括但不限於升降機、樓梯平台、轉動及迴旋處,及未經署長的預先書面同意,不能改動該平面圖。除了經批准圖則指定的停車位外,該地段或其上的任何建築物或構築物不得用作泊車用途。

#### 20. 特別條件第(31)條規定:

- (a) 如果任何土地需要或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡處理工程,不論有否經署長預先書面同意,亦不論是在該地段內或任何政府土地內,旨在構建、平整或開發該地段或其中任何部分或購買人按該等條件需要進行的任何其他工程或作任何其他用途,購買人須自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或今後成為必要的其他工程,以便保護與承托該地段和任何毗鄰或毗連政府土地或出租土地內的泥土,避免與防止今後發生任何塌方、山泥傾瀉或地陷。購買人須在批地文件授予的租期期間自費保養該土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或其他工程處於修繕妥當的狀態,使署長滿意。
- (b) 本特別條件第(a)分條不能影響該等條件,特別是批地文件特別條件第(30)條賦予政府的權利。
- (c) 倘若因為任何構建、平整、開發或購買人進行其他工程或任何 其他原因造成任何時候發生塌方、山泥傾瀉或地陷,不論發生 在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土 地,購買人須自費進行修復或彌補,使署長滿意,並對上述塌 方、山泥傾瀉或地陷造成政府、其代理人及承建商承受、遭受 或產生一切費用、收費、損害賠償、要求及索償作出彌償。

(d) 除了批地文件規定對違反該等條件的任何其他權利或濟助外,署長有權發出書面通知要求購買人進行、修建及保養該土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果購買人不理會或未能在通知指定的時期內執行該通知要求,並使署長滿意,署長可立即執行與進行任何必要工程。購買人須在要求時償還政府因此產生的費用連同任何行政費或專業費用及開支。

#### 21. 特別條件第(32)條規定:

- (a) 倘若因該地段或開發該地段所影響的其他區域引致泥土、廢石方、瓦礫、建築廢料或建材(「廢料」)遭侵蝕、流入或傾倒到公共巷徑、道路或路渠、海灘、海底、污水渠、雨水渠、排水渠或溝渠或其他政府產業(「政府產業」),購買人須自費清理該等廢料並修復對政府產業造成的損壞。購買人須對因上述侵蝕、流入或傾倒對私人產業造成的任何損壞或干擾所引致的一切訴訟、索償及要求向政府作出彌償。
- (b) 儘管本特別條件第(a)分條有所規定,署長可以(惟沒有義務)應購買人的要求清理廢料並修復對政府產業造成的任何損壞。購買人須根據要求向政府支付因此產生的費用。

### 22. 特別條件第(33)條規定:

購買人須在任何時候,特別是在任何建築、保養、翻新或維修工 程(「工程」)期間,採取或促使他人採取一切合理及足夠謹慎、技 巧及預防措施,避免對該地段或其中任何部分或綠色區域或它們 全部之間、之上、之下或毗鄰的任何政府擁有或其他的現有排水 渠、水路、水道、總水喉、道路、行人路、行人徑、街道設施、 污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他 工程或裝置(「服務」)造成任何損壞、干擾或阻塞。購買人在進行 上述任何工程之前須進行或促使他人進行適當的搜索及必要的查 詢,確定任何服務的現況及層面,並提交處理任何可能受工程影 響的服務一切方面的書面建議給署長,供他審批,但必須在取得 署長對上述工程及建議作出的書面批准後才能進行該等工程。購 買人須履行署長對服務的任何要求和承擔因此而支出的費用,包 括改道、重鋪或修復的費用。購買人必須自費在一切方面維修、 彌補及修復以任何方式進行上述工程對該地段或綠色區域或它們 全部或該等服務造成的任何損壞、干擾或阻塞(除非署長另作選 擇,否則明渠、污水渠、雨水渠、排水渠或總水喉須由署長負責 修復,購買人須根據要求向政府支付該等工程的費用),使署長滿 意。如果購買人未能對該地段或綠色區域或它們全部或該等服務 進行上述必要的改道、重鋪、維修、彌補及修復工程,使署長滿 意,署長可進行他認為必要的上述改道、重鋪、維修、彌補或修 復工程,購買人須在要求時向政府支付該等工程的費用。

### 23. 特別條件第(34)條規定:

(a) 購買人須自費建造及保養(如署長認為必要)該地段邊界內或政府 土地上的排水渠及渠道,並使署長滿意,以便截斷與引導落在 或流進該地段的一切暴雨或雨水到最接近的河道、集水井、渠 道或政府雨水渠。購買人須對上述暴雨或雨水造成的任何損壞 或滋擾而導致的一切訴訟、索償及要求獨自負責,並向政府及 其官員作出彌償。

(b) 連接該地段的任何排水渠和污水渠至政府的雨水渠、排水渠及 污水渠(如已建及試用)的工程可由署長進行,但署長毋須就因此 產生的任何損失或損害對購買人負責,而購買人須根據要求向 政府支付上述連接工程的費用。另外,該等連接工程亦可由購 買人自費進行,使署長滿意,在該種情況下,上述連接工程的 任何一段若在政府土地內建造,必須由購買人自費保養,直至 購買人根據要求移交給政府,由政府出資負責日後的保養。購 買人須根據要求向政府支付有關上述連接工程的技術審核之費 用。如果購買人未能保養上述連接工程中在政府土地內建造的 任何一段,署長可進行他認為必要的保養工程,購買人須根據 要求向政府支付上述工程費用。

#### 94. 特別條件第(38)條規定:

不能在該地段搭建或製作墳墓或骨灰龕,亦不能在其內或其上用陶罈、骨灰甕或其他形式埋葬或存放人類遺骸或動物遺骸。

#### 註:

本節提及的購買人包括批地文件下的購買人,在上下文義允許或要求 之下包括他的遺囑執行人、遺產管理人及受讓人,如果是法人團體, 包括其繼承人及受讓人。

- 1. The development is situated on Hung Hom Inland Lot No.556 ("the lot").
- 2. The lot is held under an Agreement and Conditions of Sale dated 18th July 2011 and registered in the Land Registry as Conditions of Sale No.20138 ("the Land Grant") for a term of 50 years commencing from 18th July 2011
- 3. Special Condition No.(8) stipulates that :

The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.

- 4. Special Condition No.(3) stipulates that:
  - (a) The Purchaser shall:
    - (i) within 60 calendar months from the date of the Land Grant or such other extended periods as may be approved by the Director of Lands ("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 to the Land Grant ("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 ("the Structures")

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

- (ii) within 60 calendar months from the date of the Land Grant or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No.(4) of the Land Grant.
- (b) In the event of the non-fulfilment of the Purchaser'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 Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the

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

#### 5. Special Condition No.(4) stipulates that:

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

### 6. Special Condition No.(5) stipulates that:

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

- 7. Special Condition No.(6) stipulates that:
  - (a) The Purchaser shall at all reasonable times while he is in the possession of the Green Area:
    - (i) permit the Government and the Director, his officers, contractors and agents and any persons authorized by the Director the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(3)(a) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(3)(b) of the Land Grant 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 neighboring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the

- Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- (b) The Government, the Director and his officers, contractors and agents and other persons or public utility companies duly authorised under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.

#### 8. Special Condition No.(7) stipulates that :

The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, byelaws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September, 2016.

- 9. Special Condition No.(9)(e) stipulates that:
  - (i) The total number of residential units erected or to be erected on the lot shall not be less than 170; and
  - (ii) The size of each residential unit erected or to be erected on the lot shall be ranging in saleable area from 35 square metres to 40 square metres.

#### 10. Special Condition No.(10) 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 cross-hatched green on the plan annexed to the Land Grant ( "the Pink Cross-Hatched Green Area") at the ground level or levels or within the air space extending upwards from the ground level or levels of the Pink Cross-Hatched Green Area 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 Purchaser.

### 11. Special Condition No.(12)(c)(iii) stipulates that :

Any part of the recreational facilities and facilities ancillary thereto ("the Facilities") provided within the lot in accordance with sub-clause (a) of this Special Condition 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.

#### 12. Special Condition No.(12)(c)(ii) stipulates that :

The Purchaser shall at his own expense maintain the Facilities in good and substantial repair and condition and shall operate the Facilities to the satisfaction of the Director.

#### 13. Special Condition No.(13) 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.

#### 14. Special Condition No.(14) stipulates that :

- (a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
  - (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition ("the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
  - (iii) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 20% referred to in subclause (b)(i) of this Special Condition shall be final and binding on the Purchaser.
  - (iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(19)(a)(v) of the Land Grant.

#### 15. Special Condition No.(22)(a)(i) stipulates that :

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 ("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 (in terms of gross floor area)	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 10 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 6 residential units or part thereof

#### Special Condition No.(22)(a)(iii) stipulates that:

In addition to the spaces to be provided under sub-clause (a)(i) of this Special Condition, spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot at the following rates:

- (I) If any block of residential units providing more than 75 residential units is erected or to be erected on the lot, 5 spaces for every such block of residential units or at such rates as may be approved by the Director subject to a minimum of one space for every such block of residential units being approved;
- (II) If any block of residential units providing not more than 75 residential units is erected or to be erected on the lot, one space for every such block of residential units; and
- (III) In the event that any detached, semi-detached or terrace house or houses are erected or to be erected on the lot, at such other number of space or spaces as may be approved by the Director for such house or houses.

#### Special Condition No.(22)(a)(iv) stipulates that:

The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be varied under Special Condition No.(24) of the Land Grant) 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.

#### Special Condition No.(22)(b) stipulates that:

- (i) Out of the spaces provided under sub-clause (a) of this Special Condition, the Purchaser shall reserve and designate 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, at the following rates or at such other rates as may be approved by the Director:
  - (I) Not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No.(24) of the Land Grant) or part thereof if such part exceeds 100 spaces (subject to

- a minimum of one space being reserved and designated); and
- (II) One space out of the spaces provided in accordance with sub-clause (a)(iii) of this Special Condition.
- (ii) The spaces to be provided under sub-clause (b)(i) of this Special Condition shall be located at such position and level as shall be approved in writing by the Director.
- (iii) The 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 by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

#### Special Condition No.(22)(c) stipulates that:

- (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, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees ("the Motor Cycle Parking Spaces") at a rate of 10 percent of the total number of spaces required to be provided under sub-clause (a) of this Special Condition unless the Director consents to another rate provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The spaces provided under sub-clause (c)(i) of this Special Condition (as may be varied under Special Condition No.(24) of the Land Grant) shall not be used for any purpose other than for the purpose set out 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.

#### Special Condition No.(22)(d) stipulates that:

- (i) Except the parking spaces referred to in sub-clause (b) of this Special Condition, each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No.(24) of the Land Grant) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) Each of the spaces referred to in sub-clause (b) of this Special Condition shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (iii)Each of the spaces provided under sub-clause (c) of this Special Condition (as may be varied under Special Condition No.(24) of the Land Grant) 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.

### 16. Special Condition No.(23) 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 a rate of

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 units.

(b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No.(24) of the Land Grant) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

#### 17. Special Condition No.(26) stipulates that:

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

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to an 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 Purchaser may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Purchaser.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
- 18. Special Condition No.(27) stipulates that :

The spaces provided within the lot in accordance with Special Conditions Nos.(22)(a)(iii) and (23)(a) of the Land Grant (as may be varied under Special Condition No.(24) of the Land Grant) shall be designated as and form part of the Common Areas.

19. Special Condition No.(28) 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.(22) and (23) of the Land Grant (as may be varied under Special Condition No.(24) of the Land Grant), 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 a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No.(18)(c) of the Land Grant and a building mortgage under Special Condition No.(18)(d) of the Land Grant 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 approval plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos.(22) and (23) of the Land Grant. The Purchaser shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

### 20. Special Condition No.(31) stipulates that :

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term agreed to be granted by the Land Grant 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.(30) of the Land Grant.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred

through or by reason of such falling away, landslip or subsidence.

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

#### 21. Special Condition No.(32) stipulates that :

- (a) In the event of earth, spoil, debris, construction waste or building materials ("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 ("the Government properties"), the Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Purchaser, remove the waste from and make good any damage done to the Government properties and the Purchaser shall pay to the Government on demand the cost thereof.

#### 22. Special Condition No.(33) stipulates that :

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

or obstruction caused to the lot 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 Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot 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 Purchaser shall pay to the Government on demand the cost of such works.

#### 23. Special Condition No.(34) stipulates that :

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

#### 24. Special Condition No.(38) 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.

#### Remarks:

The expression "Purchaser" as mentioned in this section means the purchaser under the Land Grant and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.

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

- 1. 批地文件規定須興建並提供予政府或供公眾使用的設施: 綠色區域及構築物(兩者按批地文件特別條件第(3)(a)條界定)。
- 2. 關於指明住宅物業的批地文件內涉及上述設施的的條文 : 特別條件第(3)(a)條規定:

#### 購買人須:

- (i) 從批地文件之日起60個曆月內或地政總署署長(「署長」)可批准的 其他延長時期內按署長批准的方式、材料、標準、水平、線向 及設計自費進行下列工程,使署長在一切方面滿意:
  - (I) 輔設及平整批地文件附錄的圖則上以綠色顯示(「綠色區域」) 的未來公共道路部份;及
  - (II) 按署長全權酌情要求,提供及建造橋樑、隧道、立交橋、 地下通道、溝渠、高架橋、天橋、行人路、道路或其他指 定構築物(「構築物」)

致使建築物、車輛及行人交通可於綠色區域繼續進行;

- (ii) 從批地文件之日起60個曆月內或署長可批准的其他延長時期內 自費在綠色區域鋪設地面、路邊石及渠道並提供署長可要求的 明渠、污水渠、排水渠、消防栓(其管道連接至總水喉)、街燈、 交通標誌、街道設施及其他道路標記,使署長滿意;及
- (iii) 自費保養綠色區域連同構築物以及在該區域上或內興建、設置 及提供所有構築物、路面、溝渠、污水渠、排水渠、消防栓、 服務、街燈、交通標誌、街道設施、道路標記及裝置,使署長 滿意,直至按批地文件特別條件第(4)條指定交還綠色區域的管 有權為止。

#### 特別條件第(4)條規定:

僅為了進行批地文件特別條件第(3)條指定的必要工程,購買人在本批地文件之日獲授予綠色區域的管有權。綠色區域須在政府要求時交還給政府和在任何情況下,於署長發出函件表明本批地文件的一般及特別條件(「該等條件」)已履行使他滿意之日,則視為已交還給政府。購買人須在他管有綠色區域期間允許一切政府及公眾車輛及行人交通在任何合理時間內自由經過綠色區域,並確保上述通行不會受到按批地文件特別條件第(3)條或其他規定進行的工程之干涉或阻礙。

#### 特別條件第(5)條規定:

未經署長的預先書面同意,購買人不能使用綠色區域儲物或搭建任何臨時構築物或進行批地文件特別條件第(3)條指定的工程以外的任何用途。

#### 特別條件第(6)(a)條規定:

購買人須在管有綠色區域期間,於所有合理時間內:

- (i) 允許政府及署長、其官員、承建商、代理人及署長授權的任何 其他人士有權出入、經過及再經過該地段及綠色區域,旨在視 察、檢查及監管按批地文件特別條件第(3)(a)條進行的任何工程 和視察、檢查及監管按批地文件特別條件第(3)(b)條進行的工程 及署長可能認為有必要在綠色區域進行的任何其他工程;
- (ii) 允許政府和政府授權的有關公用事業公司按其要求時有權出入、經過及再經過該地段及綠色區域,旨在綠色區域或任何毗鄰土地之內、之上或之下進行任何工程,包括但不限於鋪設和其後所有管道、電線、槽、電纜槽及其他傳導媒介及輔助設備之保養,以便提供電話、電力、煤氣(如有)及其他服務給該地段或任何毗鄰或毗連土地或處所。購買人須充分配合政府和政府正式授權的有關公用事業公司在綠色區域內進行上述工程的所有事宜;及
- (iii) 允許水務署的官員及其授權的其他人士按他們要求時有權出入、經過及再經過該地段及綠色區域,進行有關操作、保養、修理、更換及更改綠色區域內的任何其他水務裝置之工程。
- 3. 顯示上述設施位置的圖則:

請參閱載於本節末之圖則。

- 4. 公眾有權按照批地文件使用上述設施。
- 5. 有關指明住宅物業的公契涉及上述設施的條文:

不適用

6. 批地文件規定由發展項目的住宅物業業主出資管理、營運及維持以 供公眾使用的設施:

不適用

7. 批地文件規定由發展項目的住宅物業業主出資管理、營運及維持供公眾使用的任何休憩用地的大小:

不適用

8. 發展項目所在位於的土地中為施行《建築物(規劃)規例》(第123章, 附屬法例F)第22(1)條而撥供公眾用途的任何部分的描述:

不適用

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

1. The facilities that are required under the Land Grant to be constructed and provided for the Government, or for public use:

The Green Area and the Structures (both defined in Special Condition No.(3)(a) of the Land Grant).

2. The provisions of the Land Grant in respect of the specified residential properties that concern those facilities:

Special Condition No.(3)(a) stipulates that :-

The Purchaser shall:

- (i) within 60 calendar months from the date of the Land Grant or such other extended periods as may be approved by the Director of Lands ("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 to the Land Grant ("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 ("the Structures")

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

- (ii) within 60 calendar months from the date of the Land Grant or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No.(4) of the Land Grant.

Special Condition No.(4) stipulates that :-

For the purpose only of carrying out the necessary works specified in Special Condition No.(3) of the Land Grant, the Purchaser shall on the date of the Land Grant be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that the General and Special Conditions of the Land Grant ("these Conditions") have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public

be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(3) of the Land Grant or otherwise.

Special Condition No.(5) stipulates that :-

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

Special Condition No.(6)(a) stipulates that :-

The Purchaser shall at all reasonable times while he is in the possession of the Green Area:

- (i) permit the Government and the Director, his officers, contractors and agents and any persons authorized by the Director the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(3)(a) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(3)(b) of the Land Grant 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 neighboring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- 3. Plan that shows the location of the facilities above mentioned:

Please refer to the plan set out at the end of this section.

- 4. The general public has the right to use the facilities above mentioned in accordance with the Land Grant.
- The provisions of deed of mutual covenant in respect of the specified residential properties that concern the above mentioned facilities: Not Applicable.

vehicular and pedestrian traffic and shall ensure that such access shall not 6. The facilities that are required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development:

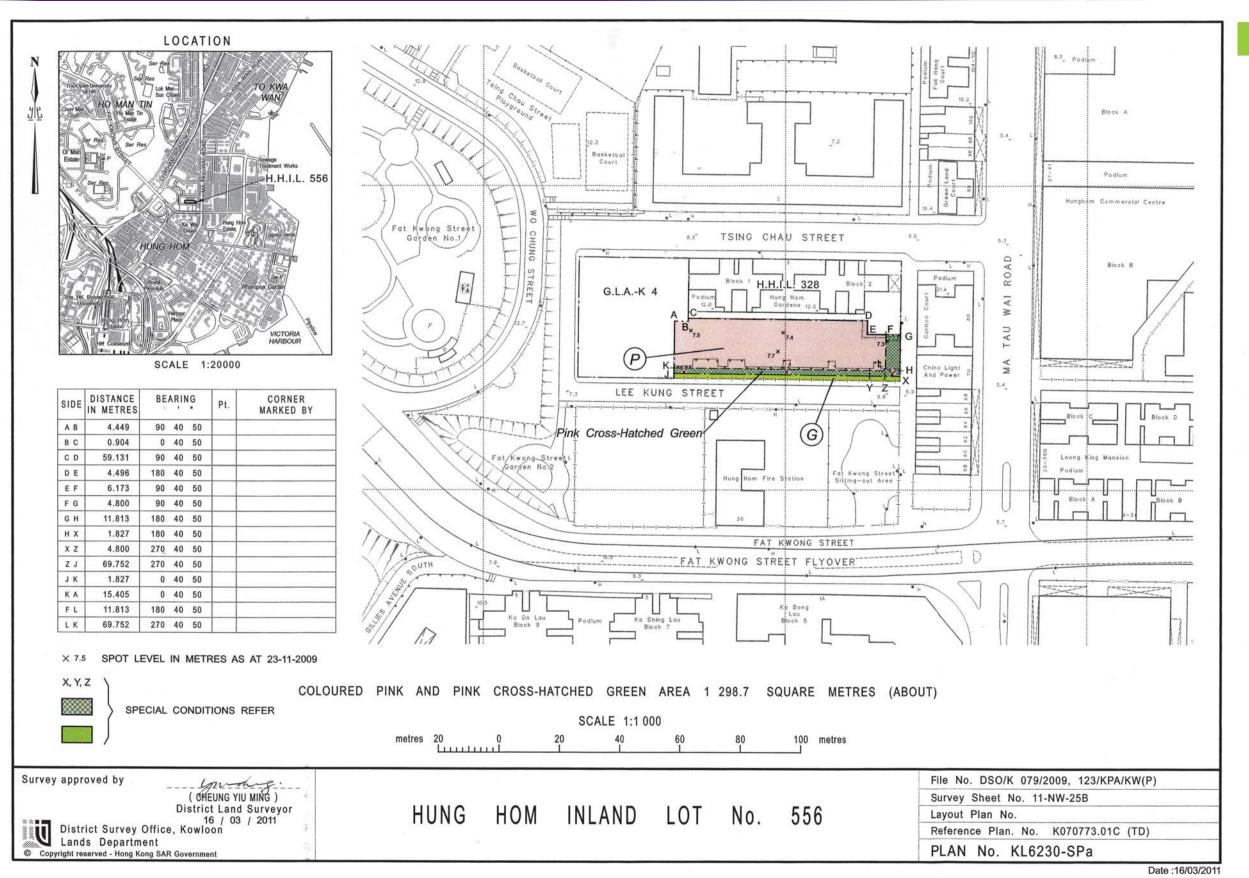
Not Applicable.

Size of any open space required under the Land Grant to be managed, operated or maintained for public use at the expense of owners of the residential properties in the Development:

Not Applicable.

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

Not Applicable.



備註:此圖僅作顯示綠色區域的位置,圖中所示之其他事項未必能反映 其最新狀況。 Remark: This plan is for showing the location of the Green Area only. Other matters shown in this plan may not reflect their latest conditions.

43

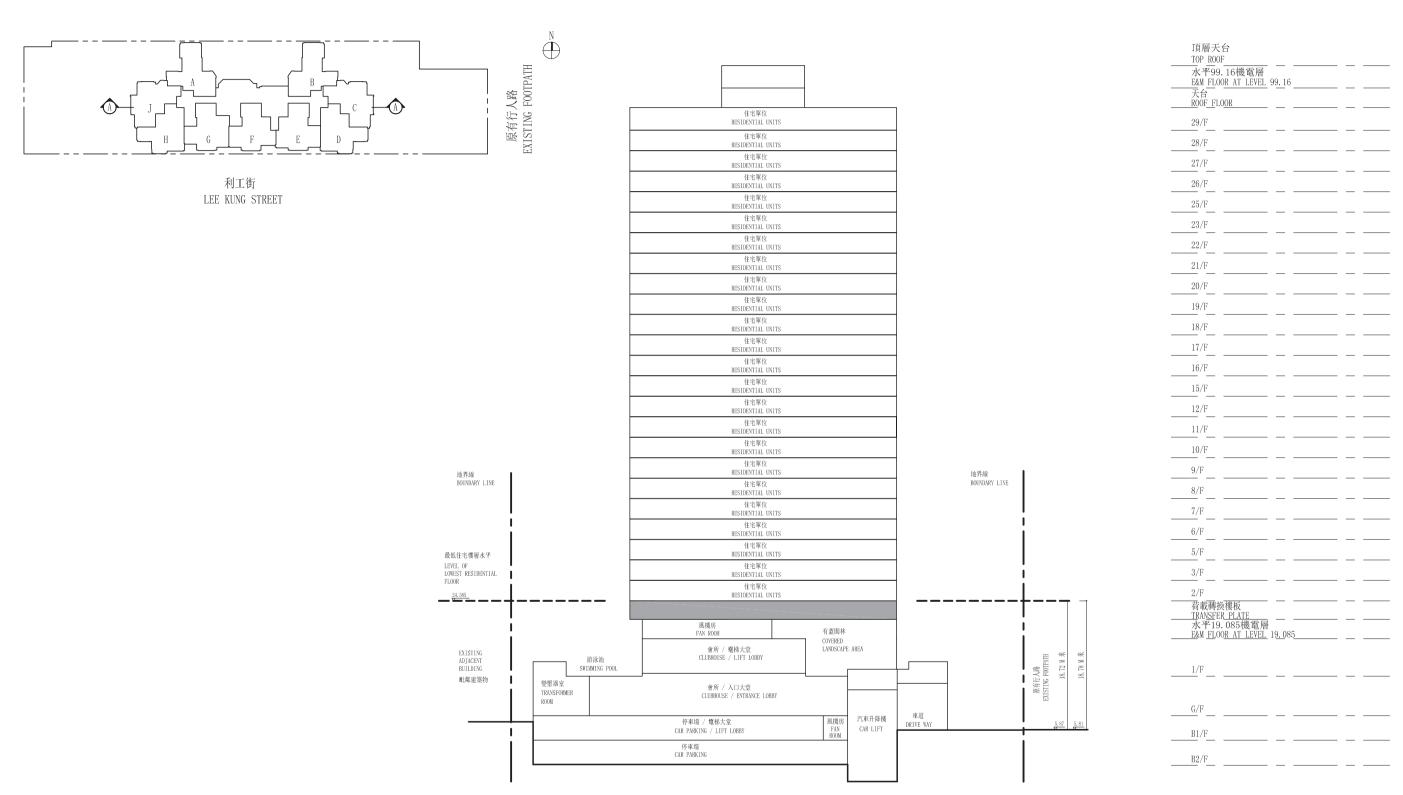
綠色區域

Green Area

# 對買方的警告 WARNING TO PURCHASERS

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

- 1. 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外),以 1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
  - 2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
  - 3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser-
  - (a) that firm may not be able to protect the purchaser's interests; and
  - (b) the purchaser may have to instruct a separate firm of solicitors; and
  - (c) that in the case of paragraph (b) above, the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

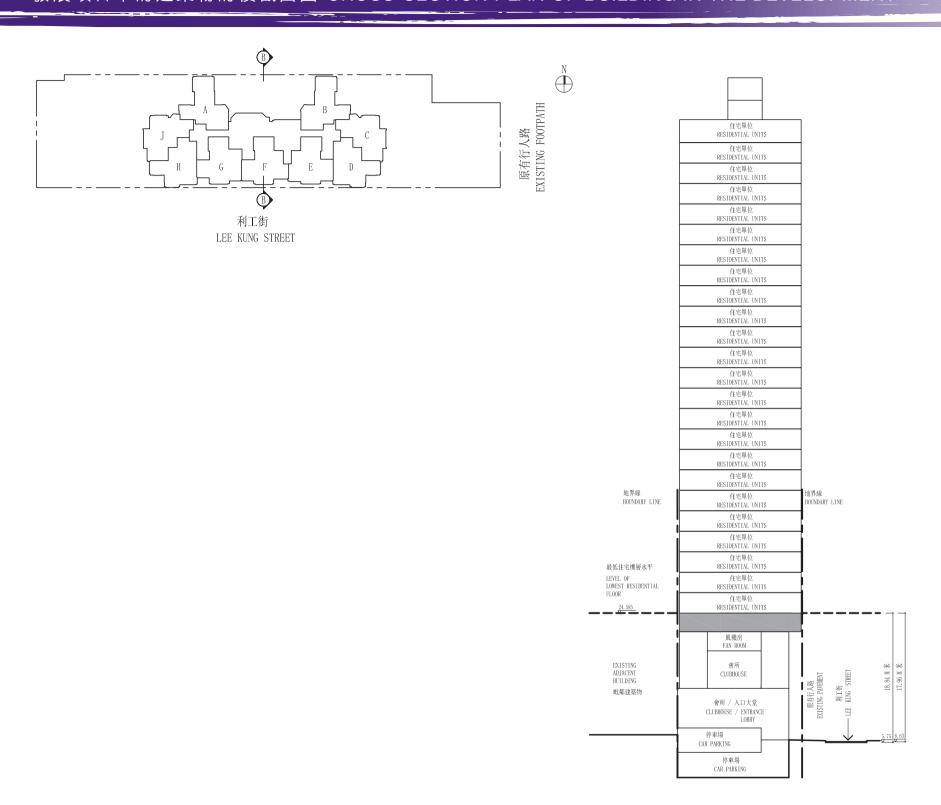


橫截面圖A-A CROSS-SECTION PLAN A-A

虛線為該建築物最低住宅樓層水平 Dotted line denotes the lowest residential floor of the building

香港主水平基準以上高度(米)
Height in metres above Hong Kong Principal Datum (HKPD)

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



橫截面圖B-B CROSS-SECTION PLAN B-B

頂層天台 TOP ROOF	
水平99.16機電層 E&M FLOOR AT LEVEL 99.16	
天台 ROOF_FLOOR	
29/F	
28/F	
20/F	
19/F	
18/F	
17/F	
16/F	
15/F	
12/F	
11/F	
10/F	
9/F	
8/F	
7/F	
6/F	
5/F	
3/F	
2/F 	
E&M_FLOOR_AT_LEVEL_19.085	
1/F	
B1/F	
R2/F	

虛線為該建築物最低住宅樓層水平 Dotted line denotes the lowest residential floor of the building

· 香港主水平基準以上高度(米) Height in metres above Hong Kong Principal Datum (HKPD)



Elevation 3
立面圖 3

Elevation 4
立面圖 4

DELEKUNG STREET
利工街

發展項目的認可人士已經證明該等立面:

- (a) 以2014年9月26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
- (b) 大致上與發展項目的外觀一致。

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

- (a) are prepared on the basis of the approved building plans for the Development as of 26th September 2014; and
- (b) are in general accordance with the outward appearance of the Development.

立面圖1 ELEVATION 1 立面圖2 ELEVATION 2

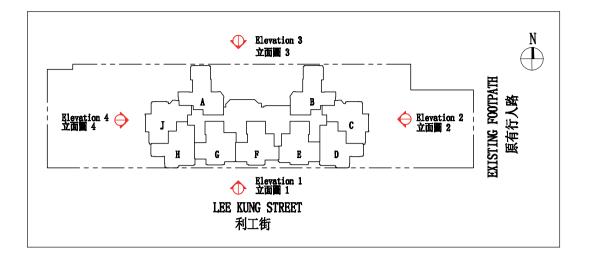


立面圖3

**ELEVATION 3** 



立面圖4 ELEVATION 4



發展項目的認可人士已經證明該等立面:

- (a) 以2014年9月26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
- (b) 大致上與發展項目的外觀一致。

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

- (a) are prepared on the basis of the approved building plans for the Development as of 26th September 2014; and
- (b) are in general accordance with the outward appearance of the Development.

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

公用設施 Common Facilities		有蓋 Covered	露天 Uncovered	總面積 Total Area
住客會所(包括供住客使用的任何康樂設施)	平方呎 sq.ft	5,226.132	1,840.487	7,066.619
A residents' clubhouse (including any recreational facilities for residents' use)	平方米 sq.m	485.524	170.987	656.511
位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花 園或遊樂地方(不論是稱為公用空中花園或有其他名稱)	平方呎 sq.ft	不適用 N/A	不適用 N/A	不適用 N/A
A communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the development (whether known as a communal sky garden or otherwise)	平方米 sq.m	不適用 N/A	不適用 N/A	不適用 N/A
位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為 有蓋及園景的遊樂場或有其他名稱)	平方呎 sq.ft	2,113.416	3,471.110	5,581.297
A communal garden or play area for residents' use below the lowest residential floor of a building in the development (whether known as a covered and landscaped play area or otherwise)	平方米 sq.m	196.343	322.477	518.520

附註 : 以平方呎顯示之面積均依據1平方米=10.7639平方呎換算,並四捨五入至0.001平方呎。

Remark: Areas in square feet are converted at a rate of 1 square metre to 10.7639 square feet and rounded to the nearest 0.001 square feet.

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

- 1. 關於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公契在將指明住宅物業提供出售的日期的最新 擬稿的文本存放在指明住宅物業的售樓處,以供閱覽。無須為閱覽 付費。
- 1. The address of the website on which a copy of the outline zoning plan relating to the development is available is: www.ozp.tpb.gov.hk.
- 2. A copy of the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold is available for inspection at the place at which the specified residential property is offered to be sold. The inspection is free of charge.

1. 外部裝修物料	
細項	描述
(a) 外牆	住宅塔樓及裙樓鋪砌瓷磚、鋁板、天然石材及噴 漆。
(b) 窗	選用氟碳噴塗鋁質窗框及綠色玻璃。
(c) 窗台	不適用
(d) 花槽	不適用
(e) 陽台或露台	不適用
(f) 乾衣設施	沒有
2. 室內裝修物料	
細項	描述
(a) 大堂	入口大堂牆身以天然石材、木材、裝飾鏡、不銹 鋼及玻璃裝飾至見光處。地台鋪砌天然石材至見 光處。油漆飾面石膏板假天花至見光處。
	各層住宅電梯大堂牆身以天然石材、天然雲母、 鏡、不銹鋼及高溫磚裝飾至見光處。地台鋪砌天 然石材及高溫磚至見光處。油漆飾面石膏板假天 花至見光處。
(b) 內牆及天花板	牆身: 客廳、飯廳及睡房 — 見光處批盪後再髹乳膠漆。 天花: 客廳、飯廳及睡房 — 見光處批盪後再髹乳膠漆。
(c) 內部地板	客廳、飯廳及睡房見光處地台鋪砌高溫磚及木牆腳線。
(d) 浴室	牆身: 鋪砌天然石材、高溫磚及鏡至假天花見光處。
	天花: 裝設鋁質假天花至見光處。
	地台: 鋪砌高溫磚至見光處。
(e) 廚房	A、B、C及J單位 牆身: 鋪砌瓷磚、不銹鋼及鏡至假天花見光處。
	天花: 裝設鋁質假天花至見光處。
	地台: 鋪砌高溫磚至見光處。
	灶台面的用料為實心面料。

	D、E、F、G及H單位
	牆身: 鋪砌瓷磚、不銹鋼、實心面料及鏡至假天花見光 處。
	天花: 裝設油漆飾面石膏板假天花至見光處。
	地台: 鋪砌高溫磚至見光處。
	灶台面的用料為實心面料。
3. 室內裝置	
細項	描述
(a) 門	大門 — 選用木紋膠板面實心木門配防盜 眼、氣鼓、防盜閂、門鎖及水晶 按門鈴。
	睡房門 一選用木皮空心木門,裝設門鎖。
	厨房門 — 選用木皮實心木門並鑲有防火玻(只適用於 璃,裝設氣鼓及手柄。 A、B、C 及J單位)
	浴室門 — 選用設有百葉之木皮空心木門, 裝設門鎖。
(b) 浴室	石材檯面、木皮飾面洗手櫃連鏡面櫃門、鏡櫃(由玻璃及鏡組成)。搪瓷面盆配鍍鉻洗手盆龍頭、搪瓷坐廁配膠廁板及蓋全套、鋼瓷釉浴缸(1500毫米長x700毫米闊x410毫米深)配鍍鉻浴缸水龍頭及鍍鉻淋浴花灑套裝、鍍鉻毛巾掛通、鍍鉻毛巾環、鍍鉻廁紙架。不銹鋼浴簾桿。塑膠面電熱水爐遙控器。
	供水系統的類型及用料見下文「供水」一欄。
(c) 廚房	木夾板廚櫃做膠板門板、玻璃門板連鋁質封邊, 櫃身用啞面膠板配以鋁板腳線,連鋁質暗藏手 柄,配以實心面料檯面、不銹鋼洗滌盆及冷熱水 龍頭。
	供水系統的用料見下文「供水」一欄。
(d) 睡房	沒有
(e) 電話	電話插座之數目及位置,請參考「住宅單位機電 裝置數量説明表」。

(f) 天線	電視/電台天線插座之數目及位置,請參考「住宅 單位機電裝置數量説明表」。
(g) 電力裝置	客廳、飯廳、睡房、廚房及浴室均裝有安全電插座。導管部份隱藏、部份外露。所有外露導管均隱藏於假天花、裝飾橫樑或廚櫃內。每戶均裝有總電掣箱及包括漏電保護器。有關電插座、裝有熔斷器接線電掣、接線電掣及空調機接駁點、抽氣扇開關掣之數目及位置,請參考「住宅單位機電裝置數量説明表」。
(h) 氣體供應	不適用
(i) 洗衣機接駁點	洗衣機接駁點之位置及設計,請參考「住宅單位機 電裝置數量説明表」。
(j) 供水	冷熱水喉管全部採用有膠層保護之銅喉。有熱水 供應。浴室及廚房之熱水由電熱水爐供應。水管 部份隱藏、部份外露。所有外露喉管均安裝於假 天花、裝飾橫樑或廚櫃內。
4. 雜項	
細項	描述
(a) 升降機	其士(Chevalier)"Toshiba"型號Elcosmo住客升降機如下: - 2部:升降機到達地庫2層至29樓各層
	其士(Chevalier)"LIFT MUNICH"型號SPO Series 車輛升降機如下:
	- 1部:升降機到達地庫2層至地下
(b) 信箱	信箱用料為金屬。
(c) 垃圾收集	2樓-29樓住宅樓層每層設有垃圾及物料回收室,由 清潔工人收集垃圾。地庫1層設有垃圾儲存房中央 處理所收集的垃圾。
(d) 水錶、電錶 及氣體錶	每層電錶房/水錶房內均裝有每戶專用之獨立電錶及水錶。
	氣體錶—不適用
5. 保安設施	入口大堂及所有電梯內均裝有閉路電視鏡頭。設 有八達通卡開啟入口大堂大門。

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

備註:住宅樓層不設4樓、13樓、14樓及24樓。

### 6. 設備

			單位	A	В	С	D	Е	F	G	Н	J
			樓層	2樓至29樓								
位置	設備	品牌名稱	產品型號									
<b>医自卫克尔</b> 藤	分體式冷氣機	開利	42LFCR09 / 38LFCR09	~	~	~	~	~	~	~	~	~
睡房及客飯廳	室內機/室外機	<b>州</b> 小	42LFCR24 / 38LFCR24	~	~	~	~	~	~	~	~	<b>'</b>
浴室	電熱水爐	斯寶亞創	DHE18SLi	~	~	<b>'</b>	~	~	~	~	~	<b>'</b>
们主 	抽氣扇	Ostberg	LPK125A	~	~	~	~	~	~	~	~	<b>/</b>
	抽油煙機	Rosieres	RBE60IN	~	~	~	~	~	~	~	~	~
	電磁爐	Rosieres	RPIF342	~	~	~	~	~	~	~	~	~
	微波爐	Rosieres	RMG20DFIN	~	~	~	~	~	~	~	~	~
廚房	<b>雪櫃</b>	Rosieres	RBCP3183NF/E	~	~	~	~	~	~	~	~	~
	洗衣 / 乾衣機	Rosieres	RILS14853DN-S	~	~	~	~	~	~	~	~	~
	酒櫃	名望	VZ07BI	~	~	~	~	~	~	~	~	~
	抽氣扇	Ostberg	LPK125A	~	~	~	~	~	~	~	~	~

賣方承諾,如發展項目中沒有安裝分別於第4(a)及6細項指明的品牌名稱或產品型號的升降機或設備,便會安裝品質相若的升降機或設備。 備註:住宅樓層不設4樓、13樓、14樓及24樓。

1. Exterior finishe	
Item	Description
(a) External wall	Tower and podium finished with ceramic tiles, aluminium cladding, natural stone and spray paint.
(b) Window	All windows provided with aluminium frames and PVF2 coating.
	All windows provided with green-tinted glass.
(c) Bay window	Not applicable.
(d) Planter	Not applicable.
(e) Verandah or Balcony	Not applicable.
(f) Drying facilities for clothing	Nil
2. Interior finishes	S
Item	Description
(a) Lobby	Main Entrance Lobby: Walls are decorated with natural stone, timber, decorative mirror, stainless steel and glass to exposed surface. Floors are finished with natural stone to exposed surface. Gypsum board false ceiling in emulsion paint finish to exposed surface.
	Typical Lift Lobby: Natural stone, mica panel, mirror, stainless steel and homogeneous tile for wall to exposed surface. Natural stone and homogeneous tile for floor to exposed surface. Gypsum board false ceiling in emulsion paint finish to exposed surface.
(b) Internal wall and ceiling	Walls: Living Room, Dining Room and Bedrooms - Plaster with emulsion paint to exposed surface.
	Ceilings: Living Room, Dining Room and Bedrooms - Plaster with emulsion paint to exposed surface.
(c) Internal floor	Living Room, Dining Room and Bedrooms - Homogeneous tiles and timber skirting to exposed surface.
(d) Bathroom	Walls: Natural stone, homogenous tile and mirror on exposed surfaces up to false ceiling level.
	Ceilings: Aluminium false ceiling to exposed surface.
	Floors: Homogenous tile for floor to exposed surfaces.

(e) Kitchen	Units A, B, C and J
	Walls: Ceramic tiles, stainless steel and mirror on exposed surfaces up to false ceiling level.
	Ceilings: Aluminium false ceiling to exposed surface.
	Floors: Homogenous tiles to exposed surfaces.
	Cooking bench top finished with solid surfacing material.
	Units D, E, F, G and H
	Walls: Ceramic tiles, stainless steel, solid surface and mirror on exposed surfaces up to false ceiling level.
	Ceilings: Gypsum board false ceiling in emulsion paint finish to exposed surface.
	Floors: Homogenous tiles to exposed surfaces.
	Cooking bench top finished with solid surfacing material.

3. Interior fittings	
Item	Description
(a) Doors	Entrance Door - Plastic laminate finished timber solid core door fitted with door viewer, door closer, door guard, lockset and crystal door bell button.
	Bedroom Doors - Wood veneer finished timber hollow core door with lockset.
	Kitchen Door (Applicable to Units A, B, C and J only)  - Wood veneer finished timber solid core door and fitted with fire rated glass panel, door closer and handle.
	Bathroom Doors - Wood veneer finished timber hollow core door with louvers and fitted with lockset.
(b) Bathroom	Stone countertop, vanity counter in wood veneer finish with tinted mirror cabinet door. Mirror cabinet made with mirror and glass. Vitreous china wash basin with chrome plated wash basin mixer; vitreous china flushing water closet complete with plastic seat and cover. Enamelled Steel Bathtub (1500mm(L) x 700mm(W) x 410mm(D)) with chrome plated bath mixer and shower set, chrome finished towel bar, chrome finished towel ring and chrome finished paper holder. Stainless steel curtain rail. Plastic finished remote controller for electric water heater.
	See "Water supply" below for type and material of water supply system.

(c) Kitchen	Kitchen cabinet door panel in plastic laminated and glass panel finishes completed with aluminium edging and recessed aluminium handle. Plywood kitchen cabinet in matt plastic laminate finishes with aluminium skirting. Solid surfacing material counter top and stainless steel sink with hot and cold water faucet.  See "Water supply" below for material of water supply
	system.
(d) Bedroom	Nil.
(e) Telephone	For the number and the location of telephone outlets points, please refer to the "Schedule of Electrical & Mechanical Provisions of Residential Units".
(f) Aerials	For the number and the location of TV/FM outlets, please refer to the "Schedule of Electrical & Mechanical Provisions of Residential Units".
(g) Electrical installations	General-use socket outlets are provided in all living rooms, dining rooms, bedrooms, kitchens and bathrooms. Conduits are concealed in part and exposed in part. All exposed conduits are enclosed in false ceilings, bulkheads or kitchen cabinets. MCB board complete with Residual Current Protection is provided for each unit. For the number and the location of socket outlets, fused connection units, connection unit, air conditioner points and switches for exhaust air fans, please refer to the "Schedule of Electrical & Mechanical Provisions of Residential Units".
(h) Gas supply	Not applicable
(i) Washing machine connection point	Please refer to the "Schedule of Electrical & Mechanical Provisions of Residential Units" for the location and design of the washing machine connection points.
(j) Water supply	PVC-coated copper pipes are provided for both hot and cold water. Hot water is available. Hot water supply to bathroom and kitchen is provided by electric water heater. Water pipes are concealed in part and exposed in part. All exposed pipeworks are enclosed in false ceilings, bulkhead or kitchen cabinets.

4. Miscellaneous						
Item	Description					
(a) Lifts	Chevalier "Toshiba" model Elcosmo passenger lifts are provided as follows: 2 Nos. of lift serving B2/F to 29/F					
	Chevalier "LIFT MUNICH" SPO Series car lift is provided as follows: 1 No. of lift serving B2/F to G/F					
(b) Letter box	The material of the letter box is metal.					
(c) Refuse collection	Refuse Storage and Material Recovery Room is provided at each of 2/F-29/F typical residential floor for collection of refuse by cleaners. Collected refuse is centrally handled at the Refuse Storage Chamber located on B1/F.					
(d) Water meter, electricity meter and gas meter	Separate meters for electricity and potable water are provided at electrical meter rooms/water meter cabinets.  Gas meter - not applicable					
5. Security facilities	C.C.T.V. cameras are provided for main entrance lobby and all lifts. Octopus card for main entrance lobby access control.					

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

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

### 6. Appliances

			Unit	A	В	С	D	Е	F	G	Н	J
			Floor				2	2/F - 29/	F		'	
Location	Appliances	Brand Name	Model Number									
Bedrooms and	Split-Type A/C	Carrier	42LFCR09 / 38LFCR09	~	~	~	~	~	~	~	~	~
Living / Dining Room	Indoor Unit / Outdoor Unit	Carrier	42LFCR24 / 38LFCR24	~	~	~	~	~	~	~	~	~
Dethusous	Electric Water Heater	Stiebel Eltron	DHE18SLi	~	~	~	~	~	~	~	~	~
Bathroom	Exhaust Fan	Ostberg	LPK125A	~	~	~	~	~	~	~	~	~
	Cooker Hood	Rosieres	RBE60IN	~	~	~	~	~	~	~	~	~
	Induction Hob	Rosieres	RPIF342	~	~	~	~	~	~	~	~	~
	Microwave Oven	Rosieres	RMG20DFIN	~	~	~	~	~	~	~	~	~
Kitchen	Refrigerator	Rosieres	RBCP3183NF/E	~	~	~	~	~	~	~	~	~
	Washer / Dryer	Rosieres	RILS14853DN-S	~	~	~	~	~	~	~	~	~
	Wine Cellar	Vinvautz	VZ07BI	~	~	~	~	~	~	~	~	~
	Exhaust Fan	Ostberg	LPK125A	~	~	~	~	~	~	~	~	~

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

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

#### 住宅單位機電裝置數量説明表 SCHEDULE OF ELECTRICAL & MECHANICAL PROVISIONS FOR RESIDENTIAL UNITS

A:B LOCATION	單位 Unit	A	В	C	D	E	F	G	Н	J	
位置 LOCATION	樓層 Floor	2樓至29樓 2/F-29/F									
大門入口 Main Entrance	門鈴 Door Bell Push Button	1	1	1	1	1	1	1	1	1	
	空調室內機接駁點 Air-conditioner point for A/C Indoor Unit	1	1	1	1	1	1	1	1	1	
	13A雙位電插座 13A Twin Socket Outlet	3	3	3	3	3	3	3	3	3	
	電視/電台天線插座 TV/FM Outlet	2	2	2	2	2	2	2	2	2	
	電話插座 Telephone Outlet	2	2	2	2	2	2	2	2	2	
	抽氣扇開關掣 Switch for Exhaust Fan	2	2	2	2	2	2	2	2	2	
	電熱水爐開關掣 Switch for Electric Water Heater	1	1	1	1	1	1	1	1	1	
客飯廳及走廊	煙霧感應器 Smoke Detector	-	-	-	1	1	1	1	1	-	
Living/Dining Room and Corridor	門鐘 Door Bell	1	1	1	1	1	1	1	1	1	
with Collinati	燈位 Lighting Point	2	2	3	4	4	4	4	4	3	
	燈掣 Lighting Switch	5 (適用於 3樓-28樓 for 3/F-28/F)	5 (適用於 2樓-28樓 for 2/F-28/F)	6 (適用於 2樓-28樓 for 2/F-28/F)							
		6 (只適用於2樓 及29樓 for 2/F and 29/F only)	6 (只適用於29樓 for 29/F only)	7 (只適用於29樓 for 29/F only)							
	空調室內機接駁點 Air-conditioner point for A/C Indoor Unit	1	1	1	1	1	1	1	1	1	
	13A雙位電插座 13A Twin Socket Outlet	2	2	2	2	2	2	2	2	2	
睡房1	電視/電台天線插座 TV/FM Outlet	1	1	1	1	1	1	1	1	1	
Bedroom 1	電話插座 Telephone Outlet	1	1	1	1	1	1	1	1	1	
	燈位 Lighting Point	1	1	1	1	1	1	1	1	1	
	燈掣 Lighting Switch	1	1	1	1	1	1	1	1	1	
	空調室內機接駁點 Air-conditioner point for A/C Indoor Unit	1	1	1	1	1	1	1	1	1	
	13A雙位電插座 13A Twin Socket Outlet	1	1	1	1	1	1	1	1	1	
睡房2	電視/電台天線插座 TV/FM Outlet	1	1	1	1	1	1	1	1	1	
Bedroom 2	電話插座 Telephone Outlet	1	1	1	1	1	1	1	1	1	
	燈位 Lighting Point	1	1	1	1	1	1	1	1	1	
	燈掣 Lighting Switch	1	1	1	1	1	1	1	1	1	

備註:住宅樓層不設4樓、13樓、14樓及24樓。

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

#### 住宅單位機電裝置數量説明表 SCHEDULE OF ELECTRICAL & MECHANICAL PROVISIONS FOR RESIDENTIAL UNITS

位置 LOCATION	單位 Unit	A	В	C	D	E	F	G	Н	J
也直 LOCATION	樓層 Floor 2樓至29樓 2/F-29/F									
	電熱水爐 Electric Water Heater	1	1	1	1	1	1	1	1	1
	電熱水爐温度控制 Electric Water Heater Remote Control	1	1	1	1	1	1	1	1	1
_	電熱水爐隔離開關 Isolating Switch for Electric Water Heater	1	1	1	1	1	1	1	1	1
浴室 Bathroom	熔斷器接線電掣 Fused Connection Unit	2	2	2	2	2	2	2	2	2
Dutinooni	13A單位電插座 13A Single Socket Outlet	1	1	1	1	1	1	1	1	1
	燈位 Lighting Point	2	2	2	2	2	2	2	2	2
	洗衣機接駁點(來水位,設計為直徑22毫米) Washing Machine Connection Point (Water Inlet of a design of 22mm in diameter)	1	1	1	1	1	1	1	1	1
	洗衣機接駁點(去水位,設計為直徑40毫米) Washing Machine Connection Point (Water Outlet of a design of 40mm in diameter)	1	1	1	1	1	1	1	1	1
	花灑頭 Sprinkler Head	-	-	-	1	1	1	1	1	-
	熔斷器接線電掣 Fused Connection Unit	4	4	4	3	3	3	3	3	4
	接線電掣 Connection Unit	1	1	1	1	1	1	1	1	1
—	13A雙位電插座 13A Twin Socket Outlet	2	2	2	2	2	2	2	2	2
廚房 Kitchen	13A單位電插座 13A Single Socket Outlet	4	4	4	4	4	4	4	4	4
Telemen	燈位 Lighting Point	2	2	2	3	3	3	3	3	2
	燈掣 Lighting Switch	-	-	-	-	-	-	-	-	1(適用於2樓 平台 for flat roof on 2/F)
	總電掣箱 Miniature Circuit Breakers Board	1	1	1	1	1	1	1	1	1
平台/天台 Flat Roof/Roof	13A單位電插座 13A Single Socket Outlet	l (只適用於2樓 平台及29樓 對上天台 for flat roof on 2/F and roof above 29/F only)	l (只適用於29 樓對上天台 for roof above 29/F only)	l (只適用於2樓 平台及29樓 對上天台 for flat roof on 2/F and roof above 29/F only)						
	燈位 Lighting Point	2 (只適用於2樓 平台及29樓 對上天台 for flat roof on 2/F and roof above 29/F only)	2 (只適用於29 樓對上天台 for roof above 29/F only)	2 (只適用於29 樓對上天台 for roof above 29/F only)	3 (只適用於29 樓對上天台 for roof above 29/F only)	2 (只適用於2樓 平台及29樓 對上天台 for flat roof on 2/F and roof above 29/F only)				
冷氣機平台 A/C Platfor	rm 空調室外機接駁點 Air-conditioner point for A/C Outdoor Unit	3	3	3	3	3	3	3	3	3

備註:住宅樓層不設4樓、13樓、14樓及24樓。 Remark: Residential floors on 4/F, 13/F, 14/F and 24/F are omitted.

### 服務協議 SERVICE AGREEMENTS

食水及沖廁水由水務署供應。電力由中華電力有限公司供應。

Potable and flushing water is supplied by Water Supplies Department. Electricity is supplied by CLP Power Hong Kong Limited.

#### 地税 GOVERNMENT RENT

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

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

### 買方的雜項付款 MISCELLANEOUS PAYMENTS BY PURCHASER

在向買方交付住宅物業在空置情況下的管有權時,買方須負責向擁有 人補還水、電力及氣體的按金;

在交付時,買方不須向擁有人支付清理廢料的費用。

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

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

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

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

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

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

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

### 斜坡維修 MAINTENANCE OF SLOPES

不適用

Not applicable

### 修訂 MODIFICATION

發展項目現時並沒有向政府提出申請修訂批地文件。

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

### 發展項目之互聯網網站 WEBSITE OF THE DEVELOPMENT

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.lalumiere.com.hk

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.lalumiere.com.hk

- (1) 買方須於正式買賣合約內與賣方協議,除可用作按揭或押記外,買 方不會於買賣完成交易及簽署轉讓契之前,以任何方式或訂立任何 協議以達至提名任何人士接受正式買賣合約所指定的住宅單位或停 車位之轉讓契、或轉售該住宅單位或停車位、或轉移該住宅單位或 停車位的正式買賣合約之利益。
- (2) 如果賣方按正式買賣合約的買方要求,同意(運用其自己酌情權)取 消正式買賣合約或買方於正式買賣合約下承擔之責任,賣方有權保 留相等於正式買賣合約所指定的住宅單位及停車位總售價百分之五 的款額,以及買方須額外繳付或(視情況而定)補償賣方全部與取 消正式買賣合約有關之律師費、費用及代墊付支出(包括任何印 花税)。
- (3) 賣方將會支付或(視情況而定)已經支付,由批地文件之日起直至及 包括各買方的轉讓契之日為止,所有有關正在興建的發展項目所處 土地的地稅。
- (4) 已簽署正式買賣合約的買方有權要求查閱一份有關完成興建發展項目所需的建築費用及專業費用總額的資料之更新紀錄,及有關直至提出要求時所在月分對上一個公曆月底為止已動用及支付的建築費用及專業費用總額,並可於每次提出要求時及在支付不超過港幣一百元之象徵式費用後獲提供該資料之更新紀錄的複本。
- (5) 資料關於:-
  - (I) 批地文件對於住宅單位最少的數目及尺寸之限制 請參閱「批地文件的摘要」部分
  - (II) 關於發展項目已批准格式之包含管理合約的公契之X部分第12條 X部分第12條規定:
    - (a) 業主不得進行或准許或容受將進行與任何住宅單位有關的任何工程,其中包括但不限於拆除或改動任何隔牆或任何地板或屋頂板或任何分間結構,從而導致該住宅單位在內部相連,並從任何毗鄰的或相鄰的住宅單位接通,除非取得地政總署署長或不時代替他的任何其他政府機構的事先書面同意,該同意會依據其絕對酌情權可給予或拒絕,如果給予,可能會受其依據絕對酌情權強加的條款及條件(包括支付費用)限制;和
    - (b) 經理人須在發展項目的管理處將根據本12條(a)分條提及於本契據內條文下由地政總署署長或不時代替他的任何其他政府機構給予的同意之資訊存檔作紀錄,所有業主可免費查閱和支付合理費用自費索取副本,所有收到的費用會存入特別基金。
  - (III) 住宅單位供應之總數目

216

#### (IV)住宅單位於各尺寸範圍供應之數目

住宅單位尺寸 (實用面積)	該類單位供應之數目
39.972平方米(430平方尺)	48
39.257平方米(423平方尺)	24
39.935平方米(430平方尺)	24
39.948平方米(430平方尺)	24
39.910平方米(430平方尺)	24
39.934平方米(430平方尺)	24
39.903平方米(430平方尺)	24
39.262平方米(423平方尺)	24

- (V) 每張平面圖的註腳列出上述(I)、(II)、(III)及(IV)的資料。
- (6) 關於依據批地文件特別條件第(3), (4), (5) 及 (6)條提供的綠色區域之 資料及要求

請參閱「批地文件的摘要」及「公共設施及公眾休憩用地的資料」部分。

- (1) The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Residential Unit or the Parking Space specified in the Agreement for Sale and Purchase, sub-sell that Residential Unit or Parking Space or transfer the benefit of the Agreement for Sale and Purchase of that Residential Unit or Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
- (2) If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase, agrees (at its own discretion) to cancel the Agreement for Sale and Purchase or the obligations of the purchaser under the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit and the Parking Space specified in the Agreement for Sale and Purchase and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.
- (3) The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective Assignments to the purchasers.
- (4) The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
- (5) Information relating to:-
  - (I) the restrictions in the Land Grant on the minimum number and the size of residential units

Please refer to the section "Summary of Land Grant".

(II) Clause 12 of Section X of the approved form of Deed of Mutual Covenant incorporating Management Agreement for the Development

Clause 12 of Section X provides that:

(a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion; and

(b) The Manager shall deposit in the management office of the Development the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under the provision of this Deed referred to in sub-clause (a) of this Clause 12 for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund.

#### (III) the total number of residential units provided

216

(IV) the number of residential units in the respective size range provided

Size of Residential Units (Saleable Area)	Nos. of such Units to be provided
39.972 square metre (430 square feet)	48
39.257 square metre (423 square feet)	24
39.935 square metre (430 square feet)	24
39.948 square metre (430 square feet)	24
39.910 square metre (430 square feet)	24
39.934 square metre (430 square feet)	24
39.903 square metre (430 square feet)	24
39.262 square metre (423 square feet)	24

- (V) footnote to each floor plan setting out the information in (I), (II), (III) and (IV) above.
- (6) Information and requirements relating to the Green Area as provided for in Special Condition Nos.(3), (4), (5) and (6) of the Land Grant

Please refer to the sections "Summary of Land Grant" and "Information on public facilities and public open spaces".

#### 獲寬免總樓面面積的設施分項

#### Breakdown of Gross Floor Area (GFA) Concessions Obtained for All Features

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

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

until final amendment plans are submitted to and approved by the BA prior to the issuance of the occupation permit for the development.

		面積 (平方米) Area (m²)
	根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積 Disregarded GFA under Building (Planning) Regulations 23(3)(b)	
1.	停車場及上落客貨地方(公共交通總站除外) Carpark and loading/unloading area excluding public transport terminus	1,433.136
2.	機房及相類設施 Plant rooms and similar services	
2.1	所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施及必要機房,例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等 Mandatory feature and essential plant room, area of which is limited by respective Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation, such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc.	163.047
2.2	所佔面積不受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施及必要機房,例如僅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 Mandatory feature and essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc.	640.576
2.3	非強制性/非必要機房,例如空調機房、風櫃房等 Non-mandatory or non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.	不適用 N/A
	根據《建築物(規劃)規例》第23A(3)條不計算的總樓面面積 Disregarded GFA under Building (Planning) Regulations 23A(3)	
3.	供人離開或到達旅館時上落汽車的地方 Area for picking up and setting down persons departing from or arriving at the hotel by vehicle	不適用 N/A
4.	旅館的輔助性設施 Supporting facilities for a hotel	不適用 N/A
	根據《聯合作業備考》第1號和第2號提供的環保設施 Green Features under Joint Practice Notes 1 and 2	
5.	住宅樓宇露台 Balcony for residential buildings	不適用 N/A
6.	加闊的公用走廊及升降機大堂 Wider common corridor and lift lobby	87.720
7.	公用空中花園 Communal sky garden	不適用 N/A
8.	非住宅樓宇的公用平台花園 Communal podium garden for non-residential buildings	不適用 N/A
9.	隔聲鰭 Acoustic fin	不適用 N/A
10.	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	不適用 N/A
11.	非結構性預製外牆 Non-structural prefabricated external wall	347.108
12.	工作平台 Utility platform	不適用 N/A
13.	隔音屏障 Noise barrier	

		面積 (平方米) Area (m²)
	適意設施 Amenity Features	
14.	供保安人員和管理處員工使用的櫃枱、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室 Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office	4.009
15.	住宅康樂設施,包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等 Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities	485.524
16.	有上蓋的園景區及遊樂場 Covered landscaped and play area	211.660
17.	横向屏障/有蓋人行道、花棚 Horizontal screens/covered walkways, trellis	20.054
18.	擴大升降機井道 Larger lift shaft	不適用 N/A
19.	煙囱管道 Chimney shaft	不適用 N/A
20.	其他非強制性或非必要機房,例如爐房、衛星電視共用天線房 Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	不適用 N/A
21.(#)	強制性設施或必要機房所需的管槽、氣槽 Pipe duct, air duct for mandatory feature or essential plant room	214.303
22.	非強制性設施或非必要機房所需的管槽、氣槽 Pipe duct, air duct for non-mandatory or non-essential plant room	不適用 N/A
23.	環保系統及設施所需的機房、管槽及氣槽 Plant room, pipe duct, air duct for environmentally friendly system and feature	不適用 N/A
24.	非住用發展項目中電影院、商場等的較高的淨高及前方中空 High headroom and void in front of cinema, shopping arcade etc. in non-domestic development	不適用 N/A
25.	非住用發展項目的公用主要入口(尊貴入口)上方的中空 Void over main common entrance (Prestige entrance) in non-domestic development	不適用 N/A
26.	複式住宅單位及洋房的中空 Void in duplex domestic flat and house	不適用 N/A
27.	其他伸出物,如空調機箱或伸出外牆超過750毫米的空調機平台 Other projections such as air-conditioning box and platform with a projection of more than 750mm from the external walls	不適用 N/A
	其他獲豁免的項目 Other Exempted Items	
28.	庇護層,包括庇護層兼空中花園 Refuge floor including refuge floor cum sky garden	不適用 N/A
29.	其他伸出物 Other projections	不適用 N/A
30.	公共交通總站 Public transport terminus (PTT)	不適用 N/A
31.	共用構築物及樓梯 Party structure and common staircase	不適用 N/A
32.	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積 Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA.	不適用 N/A
33.	公眾通道 Public passage	不適用 N/A
34.	因樓宇後移導致的覆蓋面積 Covered set back area	不適用 N/A

		面積 (平方米) Area (m²)
	額外總樓面面積 Bonus GFA	
35.	額外總樓面面積 Bonus GFA	不適用 N/A

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 Note: The above table is based on the requirements as stipulated in the 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。

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.

#### 建築物的環境評估

### 綠色建築認證

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

# 暫定評級 銅級



申請編號: PAB0004/14

### **Environmental Assessment of the Building**

## **Green Building Certification**

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

# Provisional **BRONZE**



Application no.: PAB0004/14

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

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

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

27 1			0 1	1 0	
第I部分 Part I					
提供中央空調	否				
Provision of Central Air Conditioning	NO				
提供具能源效益的設施	是				
Provision of Energy Efficient Features	YES				
擬安裝的具能源效益的設施	-				
Energy Efficient Features proposed	-				

第II部分:擬興建樓宇/部分樓宇預	頁計每年能源消耗量 <sup>(註腳1)</sup> Part II: The predi	cted annual energy use of the pro	posed building / part of building (Note 1)			
位置 Location	使用有關裝置的內部樓面面積(平方米) Internal Floor Area Served (m²)	基線樓宇(註腳2)每年能源消耗量 Annual Energy Use of Baseline		擬興建樓宇每年能源消耗量電力 Annual Energy Use of Proposed Building		
		電力 千瓦小時/平方米/年 Electricity kWh/ m2/annum	<u>煤氣/石油氣</u> 用量單位/平方米/年 Town Gas / LPG unit/ m2/annum	<u>電力</u> 千瓦小時/平方米/年 Electricity kWh/ m2/annum	<u>煤氣/石油氣</u> 用量單位/平方米/年 <u>Town Gas / LPG</u> unit/ m2/annum	
有使用中央屋宇裝備裝置 <sup>(註腳3)</sup> 的 部分 Area served by central building services installation <sup>(Note 3)</sup>	9,737.128	221.20	0	193.77	0	

│第Ⅲ部分:以下裝置乃按機電工程署公布的相關實務守則設計

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

Tart III. The following installation (s) are designed in decordance with the following installation (Exist)							
裝置類型 Type of Installations	是 YES	否 NO	不適用 N/A				
照明裝置 Lighting Installations	<b>✓</b>						
空調裝置 Air Conditioning Installations	<b>✓</b>						
電力裝置 Electrical Installations	<b>✓</b>						
升降機及自動梯的裝置 Lift & Escalator Installations	<b>✓</b>						
以總能源為本的方法 Performance-based Approach	<b>✓</b>						

#### 註腳:

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

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

- (a) "每年能源消耗量"與新建樓宇BEAM Plus標準(現行版本)第4節及附錄8中的「年能源消耗」具有相同涵義;及
- (b) 樓宇、空間或單位的"內部樓面面積",指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- 2. "基準樓宇"與新建樓宇BEAM Plus標準(現行版本)第4節及附錄8中的"基準建築物模式(零分標準)"具有相同涵義。
- 3. "中央屋宇裝備裝置"與樓宇的屋宇裝備裝置能源效益實務守則(2010年2月版)(草稿)中的涵義相同。

#### Notes:

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

## 本售樓説明書的印製日期 THE DATE ON WHICH THIS SALES BROCHURE IS PRINTED

2015年1月28日

28th January 2015

# 改變 CHANGES

發展項目及其周邊地區日後可能出現改變。

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

