



售樓說明書 SALES BROCHURE

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

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

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款，以及其他財務優惠

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

4. 物業的面積及四周環境

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

5. 售樓說明書

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

6. 政府批地文件和公契

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

7. 售樓處內有關可供揀選住宅物業的資料

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

8. 成交紀錄冊

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

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 訂立臨時買賣合約時，您須向擁有人(即賣方)支付樓價**5%**的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金(即樓價的5%)會被沒收，而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。

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- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

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

11. 委託地產代理

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

12. 委聘律師

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

適用於一手未落成住宅物業

13. 預售樓花同意書

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

14. 示範單位

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

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期³。
 - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。
- 收樓日期
 - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意(視屬何種情況而定)。
 - 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
 - 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
 - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目

- 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
 - 工人罷工或封閉工地；
 - 暴動或內亂；
 - 不可抗力或天災；
 - 火警或其他賣方所不能控制的意外；
 - 戰爭；或
 - 惡劣天氣。
 - 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
 - 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

適用於一手已落成住宅物業

16. 賣方資料表格

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

17. 參觀物業

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

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

網址：www.srpa.gov.hk
電話：2817 3313
電郵：enquiry_srpa@hd.gov.hk
傳真：2219 2220

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其他相關聯絡資料：

消費者委員會

網址：www.consumer.org.hk

電話：2929 2222

電郵：cc@consumer.org.hk

傳真：2856 3611

地產代理監管局

網址：www.eaa.org.hk

電話：2111 2777

電郵：enquiry@caa.org.hk

傳真：2598 9596

香港地產建設商會

電話：2826 0111

傳真：2845 2521

運輸及房屋局

一手住宅物業銷售監管局

2017年8月

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

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.

- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans¹ as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

4. Property area and its surroundings

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

5. Sales brochure

- Ensure that the sales brochure you have obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- Read through the sales brochure and in particular, check the following information in the sales brochure –

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

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

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

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- ☐ whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;
- ☐ the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
- ☐ interior and exterior fittings and finishes and appliances;
- ☐ the basis on which management fees are shared;
- ☐ whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
- ☐ whether individual owners have responsibility to maintain slopes.

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

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

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

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

8. Register of Transactions

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

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors’ firm responsible for stakeholding purchasers’ payments for the property.

10. Expression of intent of purchasing a residential property

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

particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

11. Appointment of estate agent

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

12. Appointment of solicitor

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

For first-hand uncompleted residential properties

13. Pre-sale Consent

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

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified

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show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.

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

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

15. Estimated material date and handing over date

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

of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.

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

For first-hand completed residential properties

16. Vendor's information form

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

17. Viewing of property

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

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

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

Other useful contacts:

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

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

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

Sales of First-hand Residential Properties Authority
Transport and Housing Bureau
August 2017

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

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

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

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

發展項目的資料 Information on the development

發展項目所位於的街道的名稱及由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數：嘉咸街23號*

* 此臨時門牌號數有待發展項目建成時確認。

發展項目包含**1幢多單位建築物**

每幢多單位建築物的樓層的總數：
37層（不包括地庫、天台、升降機機房層、水缸層及上層天台）

發展項目的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數：
地庫、低層地下、地下、上層地下、1樓、2樓、3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至39樓

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數：
4樓、13樓、14樓、24樓及34樓

每幢多單位建築物內的庇護層：不適用（備註：庇護區於天台）

由發展項目認可人士提供的發展項目的預計關鍵日期：2019年3月31日

上述預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。

為買賣合約的目的，在不局限任何其他可用以證明該項目落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為該項目已落成或當作已落成（視屬何情況而定）的確證。

註：「關鍵日期」指批地文件的條件就發展項目而獲符合的日期。

THE NAME OF THE STREET AT WHICH THE DEVELOPMENT IS SITUATED AND THE STREET NUMBER ALLOCATED BY THE COMMISSIONER OF RATING AND VALUATION FOR THE PURPOSE OF DISTINGUISHING THE DEVELOPMENT :
23 Graham Street*

* This provisional street number is subject to confirmation when the Development is completed.

THE DEVELOPMENT CONSISTS OF 1 MULTI-UNIT BUILDING

TOTAL NUMBER OF STOREYS OF EACH MULTI-UNIT BUILDING :
37 storeys (excluding Basement Floor, Main Roof, Lift Machine Level, Water Tank Level and Top Roof)

THE FLOOR NUMBERING IN EACH MULTI-UNIT BUILDING AS PROVIDED IN THE APPROVED BUILDING PLANS FOR THE DEVELOPMENT :
Basement Floor, Lower Ground Floor, Ground Floor, Upper Ground Floor, Level 1 Floor, Level 2 Floor, Level 3 Floor, 5/F - 12/F, 15/F - 23/F, 25/F - 33/F, 35/F - 39/F

THE OMITTED FLOOR NUMBERS IN EACH MULTI-UNIT BUILDING IN WHICH THE FLOOR NUMBERING IS NOT IN CONSECUTIVE ORDER :
4/F, 13/F, 14/F, 24/F AND 34/F

REFUGE FLOORS OF EACH MULTI-UNIT BUILDING : Not applicable
(Remark: Refuge area at Main Roof)

THE ESTIMATED MATERIAL DATE FOR THE DEVELOPMENT AS PROVIDED BY THE AUTHORIZED PERSON FOR THE DEVELOPMENT : 31st March 2019

The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.

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

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

賣方及有參與發展項目的其他人的資料 Information on vendor and others involved in the development

賣方	：市區重建局 (作為“擁有人”) 家誠投資有限公司 (作為“如此聘用的人”)	VENDOR	：Urban Renewal Authority (as “Owner”), King Century Investments Limited (as “Person so Engaged”)	AUTHORIZED INSTITUTION THAT HAS MADE A LOAN, OR HAS UNDERTAKEN TO PROVIDE FINANCE, FOR THE CONSTRUCTION OF THE DEVELOPMENT	：The Hongkong and Shanghai Banking Corporation Limited
	備註： “擁有人”指發展項目的法律上的擁有人或實益擁有人 “如此聘用的人”指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士		Remarks: “Owner” means the legal or beneficial owner of the residential properties in the Development. “Person so Engaged” means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development.		
賣方 (市區重建局) 之： 控權公司	：不適用				
賣方 (家誠投資有限公司) 之控權公司	：Grand Plan Investments Inc.、 Mesa Investment Limited、 Paola Holdings Limited、 Novel Trend Holdings Limited、 Mighty State Limited 及 長江實業集團有限公司	HOLDING COMPANY OF THE VENDOR (URBAN RENEWAL AUTHORITY)	：Not applicable		
		HOLDING COMPANIES OF THE VENDOR (KING CENTURY INVESTMENTS LIMITED)	：Grand Plan Investments Inc., Mesa Investment Limited, Paola Holdings Limited, Novel Trend Holdings Limited, Mighty State Limited and CK Asset Holdings Limited		
發展項目的認可人士	：梁鵬程				
發展項目的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團	：梁黃顧建築師 (香港) 事務所有限公司	AUTHORIZED PERSON FOR THE DEVELOPMENT	：Ronald Liang		
發展項目的承建商	：達高建業有限公司	THE FIRM OR CORPORATION OF WHICH AN AUTHORIZED PERSON FOR THE DEVELOPMENT IS A PROPRIETOR, DIRECTOR OR EMPLOYEE IN HIS OR HER PROFESSIONAL CAPACITY	：LWK & Partners (HK) Limited		
發展項目中的住宅物業的出售而代表擁有人行事的律師事務所	：孖士打律師行、高李葉律師行				
已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構	：香港上海滙豐銀行有限公司	BUILDING CONTRACTOR FOR THE DEVELOPMENT	：Tactful Building Company Limited		
已為發展項目的建造提供貸款的其他人	：Paola Holdings Limited	FIRMS OF SOLICITORS ACTING FOR THE OWNER IN RELATION TO THE SALE OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT	：Mayer Brown JSM, Kao, Lee & Yip		

有參與發展項目的各方的關係 Relationship between parties involved in the development

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

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

有參與發展項目的各方的關係 Relationship between parties involved in the development

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

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

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

發展項目的設計的資料 Information on design of the development

發展項目將會有構成圍封牆的一部分的非結構的預製外牆及幕牆。
There will be non-structural prefabricated external walls and curtain walls forming part of the enclosing walls in the Development.

每幢大廈的非結構的預製外牆的厚度的範圍

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

非結構的預製外牆的厚度範圍 (毫米) The Range of Thickness of the Non-structural Prefabricated External Walls (mm)
75 - 150

每幢大廈的幕牆的厚度的範圍

THE RANGE OF THICKNESS OF THE CURTAIN WALLS OF EACH TOWER:

幕牆的厚度範圍 (毫米) The Range of Thickness of the Curtain Walls (mm)
300

每個住宅物業的非結構的預製外牆的總面積表：

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

單位 Unit	樓層* Floor*	每個住宅物業的非結構的預製外牆的總面積 (平方米) Total Area of Non-Structural Prefabricated External Walls of Each Residential Property (m ²)
A	5樓 - 21樓 5/F - 21/F	2.183
	22樓 - 39樓 22/F - 39/F	2.530
B	5樓 - 21樓 5/F - 21/F	2.183
	22樓 - 39樓 22/F - 39/F	2.530
C	5樓 - 39樓 5/F - 39/F	1.097
D	5樓 - 21樓 5/F - 21/F	1.534
	22樓 - 39樓 22/F - 39/F	1.648
E	5樓 - 21樓 5/F - 21/F	1.544
	22樓 - 38樓 22/F - 38/F	1.658
	39樓 39/F	2.976
F	5樓 - 38樓 5/F - 38/F	1.112

每個住宅物業的幕牆的總面積表：

SCHEDULE OF TOTAL AREA OF THE CURTAIN WALLS OF EACH RESIDENTIAL PROPERTY:

單位 Unit	樓層* Floor*	每個住宅物業的幕牆的總面積 (平方米) Total Area of Curtain Walls of Each Residential Property (m ²)
A	5樓 - 21樓 5/F - 21/F	1.614
	22樓 - 39樓 22/F - 39/F	1.826
B	5樓 - 21樓 5/F - 21/F	1.614
	22樓 - 39樓 22/F - 39/F	1.826
C	5樓 - 39樓 5/F - 39/F	1.059
D	5樓 - 39樓 5/F - 39/F	1.586
E	5樓 - 39樓 5/F - 39/F	1.586
F	5樓 - 38樓 5/F - 38/F	1.059

* 不設13樓、14樓、24樓及34樓。
13/F, 14/F, 24/F and 34/F are omitted.

物業管理的資料 Information on property management

根據有關公契的最新擬稿，獲委任為發展項目的管理人的人：

港基物業管理有限公司

PERSON APPOINTED AS THE MANAGER OF THE DEVELOPMENT UNDER THE LATEST DRAFT DEED OF MUTUAL COVENANT :

Citybase Property Management Limited

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



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此所在位置圖是參考於2017年9月6日及2017年9月15日出版之地政總署測繪處之測繪圖編製，測繪圖編號分別為11-SW-A及11-SW-B。
This Location Plan is made with reference to the Survey Sheet Nos. 11-SW-A and 11-SW-B dated 6th September 2017 and 15th September 2017 respectively from Survey and Mapping Office of the Lands Department.

備註 Notes：

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

賣方亦建議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.

NOTATION 圖例

- 社會福利設施 (包括老人中心及弱智人士護理院)
Social Welfare Facilities (including an elderly centre and a home for the mentally disable)

公眾停車場 (包括貨車停泊處)
A Public Carpark (Including a lorry park)

公園
A Public Park

發電廠 (包括電力分站)
A Power Plant (Including electricity sub-stations)

公用事業設施裝置
A Public Utility Installation

警署
A Police Station

學校 (包括幼稚園)
A School (Including a kindergarten)

垃圾收集站
A Refuse Collection Point
- 宗教場所 (包括教堂、廟宇及祠堂)
A Religious Institution (Including a church, a temple and a Tsz Tong)

公共交通總站 (包括鐵路車站)
A Public Transport Terminal (Including a rail station)

公廁
A Public Convenience

市場 (包括濕貨市場及批發市場)
A Market (Including a wet market and a wholesale market)

診療所
A Clinic

博物館
A Museum

發展項目的所在位置
Location of the Development

於發展項目的所在位置圖未能顯示之街道全名：

Street name(s) not shown in full in the Location Plan of the Development:


- | | | |
|--------------------------|------------------------------|--------------------------|
| 仔沙街 MERCER STREET | 文華里 MAN WA LANE | 永樂街 WING LOK STREET |
| 永和街 WING WO STREET | 永吉街 WING KUT STREET | 機利文新街 GILMAN'S BAZAAR |
| 機利文街 GILMAN STREET | 永安街 WING ON STREET | 同文街 TUNG MAN STREET |
| 鐵行里 TIT HONG LANE | 域多利皇后街 QUEEN VICTORIA STREET | 萬宜里 MAN YEE LANE |
| 亞畢諾道 ARBUTHNOT ROAD | 榮華里 WING WAH LANE | 利源西街 LI YUEN STREET WEST |
| 利源東街 LI YUEN STREET EAST | 竹安里 CHUK ON LANE | 何郭里 HO KWOK LANE |
| 仁壽里 YAN SHAU LANE | 些利街 SHELLEY STREET | 太子台 PRINCE'S TERRACE |
| 華賢坊東 WA IN FONG EAST | 華賢坊西 WA IN FONG WEST | 畢街 BURD STREET |
| 九如坊北 KAU U FONG NORTH | 九如坊 KAU U FONG | 安和里 ON WO LANE |
| 乾秀里 KIN SAU LANE | 善慶街 SHIN HING STREET | 華興里 WA HING LANE |
| 三家里 SAM KA LANE | 文興里 MAN HING LANE | 百子里 PAK TSZ LANE |
| 中和里 CHUNG WO LANE | 佐治里 GEORGE'S LANE | 美輪街 MEE LUN STREET |
| 士他花利街 STAVELEY STREET | 蘭桂坊 LAN KWAI FONG | 吉士笠街 GUTZLAFF STREET |
| 俊榮里 TSUN WING LANE | 敦和里 TUN WO LANE | 伊沙里 EZRA'S LANE |
| 擺花街 LYNDHURST TERRACE | 和安里 WO ON LANE | 奧卑利街 OLD BAILEY STREET |

- | | | |
|---------------------------|-------------------------------|-------------------------|
| # 急庇利街 CLEVERLY STREET | + 貴華里 KWAI WA LANE | o 城皇街 SHING WONG STREET |
| β 興隆街 HING LUNG STREET | ≥ 干諾道中 CONNAUGHT ROAD CENTRAL | ø 寶華街 PO WA STREET |
| @ 必列者士街 BRIDGES STREET | £ 永利街 WING LEE STREET | § 英輝臺 YING FAI TERRACE |
| % 衛城道 CASTLE ROAD | ∞ 衛城里 CASTLE LANE | Σ 林士街 RUMSEY STREET |
| ¶ 列拿士地臺 REDNAXELA TERRACE | ≠ 贊善里 CHANCERY LANE | Ω 光漢臺 KWONG HON TERRACE |
| ¥ 九如坊西 KAU U FONG WEST | π 文社里 MAN SHE LANE | æ 竹興里 CHUK HING LANE |
| √ 加冕臺 CORONATION TERRACE | μ 華安里 WA ON LANE | & 雲咸街 WYNDHAM STREET |
| ▲ 樂慶里 LOK HING LANE | Δ 同德里 TUNG TAK LANE | « 德忌利士巷 DOUGLAS LANE |
| ◎ 懷德里 WAI TAK LANE | ¬ 昭隆街 CHIU LUNG STREET | ≈ 金融街 FINANCE STREET |
| à 閣麟街 COCHRANE STREET | ς 民吉街 MAN KAT STREET | |
| ÷ 民祥街 MAN CHEUNG STREET | | |

發展項目的鳥瞰照片 Aerial photograph of the development



摘錄自地政總署測繪處於2017年1月6日在6,000呎飛行高度拍攝之鳥瞰照片，編號為E011509。
Extracted from the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,000 feet, Photo No. E011509, dated 6th January 2017.

 發展項目的位置
Location of the development

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備註 Notes :

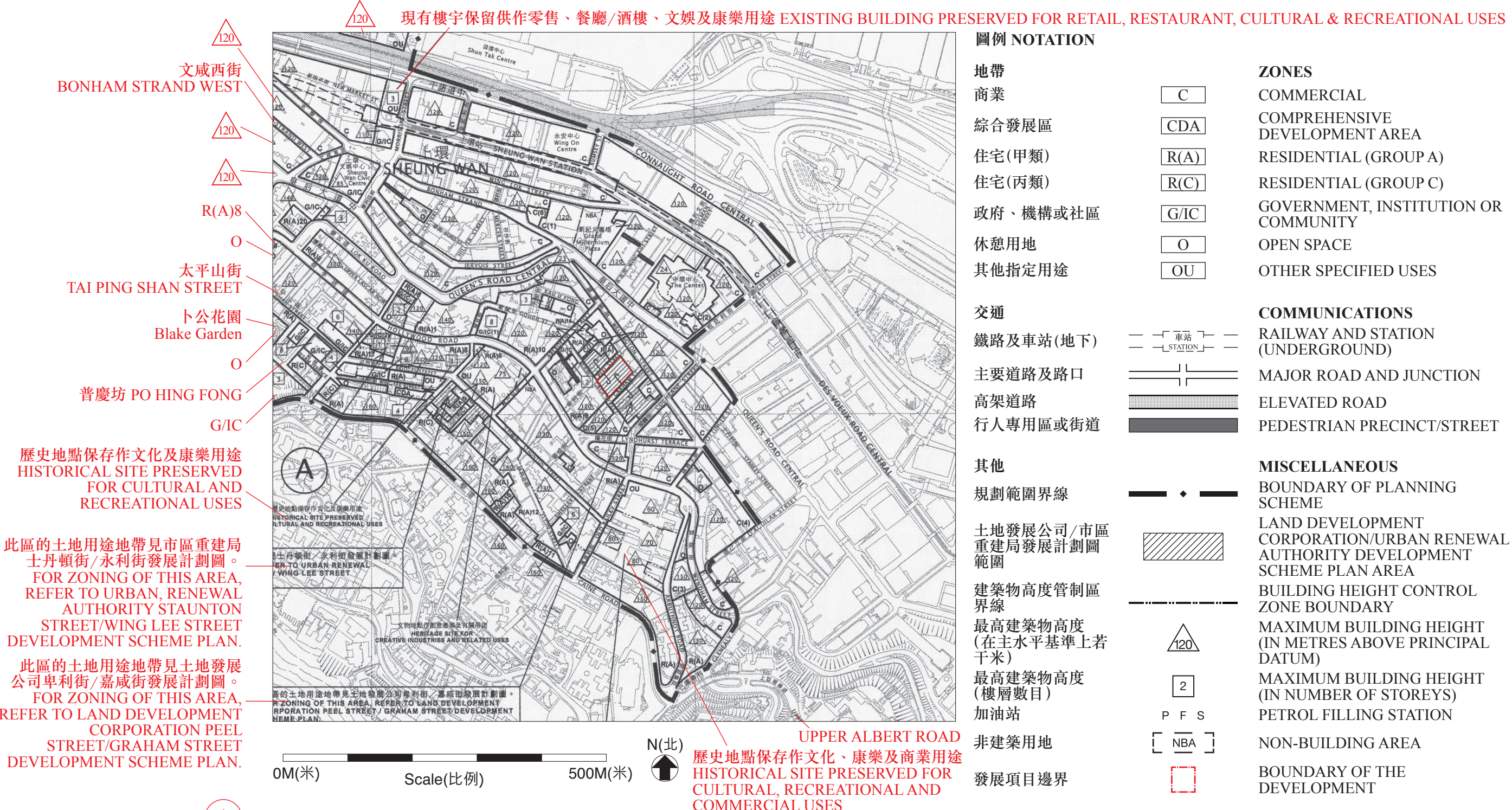
因技術原因(例如發展項目之不規則形狀)，鳥瞰照片所顯示之範圍多於《一手住宅物業銷售條例》所要求。

Due to technical reasons (such as the irregular shape of the Development), the aerial photograph 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.

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



把位於荷李活道122A至130號的一幅土地由「政府、機構或社區」地帶改劃為「政府、機構或社區(2)」地帶，並訂明建築物高度限制。
Rezoning of the site at 122A to 130 Hollywood Road from “Government, Institution or Community” (“G/IC”) to “Government, Institution or Community (2)” (“G/IC(2)”) and stipulation of building height restrictions.

摘錄自憲報公佈日期為2016年10月21日之西營盤及上環(港島規劃區第3區)分區計劃大綱草圖編號S/H3/30。
Extracted from draft Hong Kong Planning Area No.3 - Sai Ying Pun & Sheung Wan Outline Zoning Plan No. S/H3/30 gazetted on 21st October 2016.

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

關於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2010年3月19日之半山區西部(港島規劃區第11區)分區計劃大綱核准圖編號S/H11/15。
Extracted from approved Hong Kong Planning Area No.11 - Mid-Levels West Outline Zoning Plan No. S/H11/15 gazetted on 19th March 2010.

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備註 Notes：

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

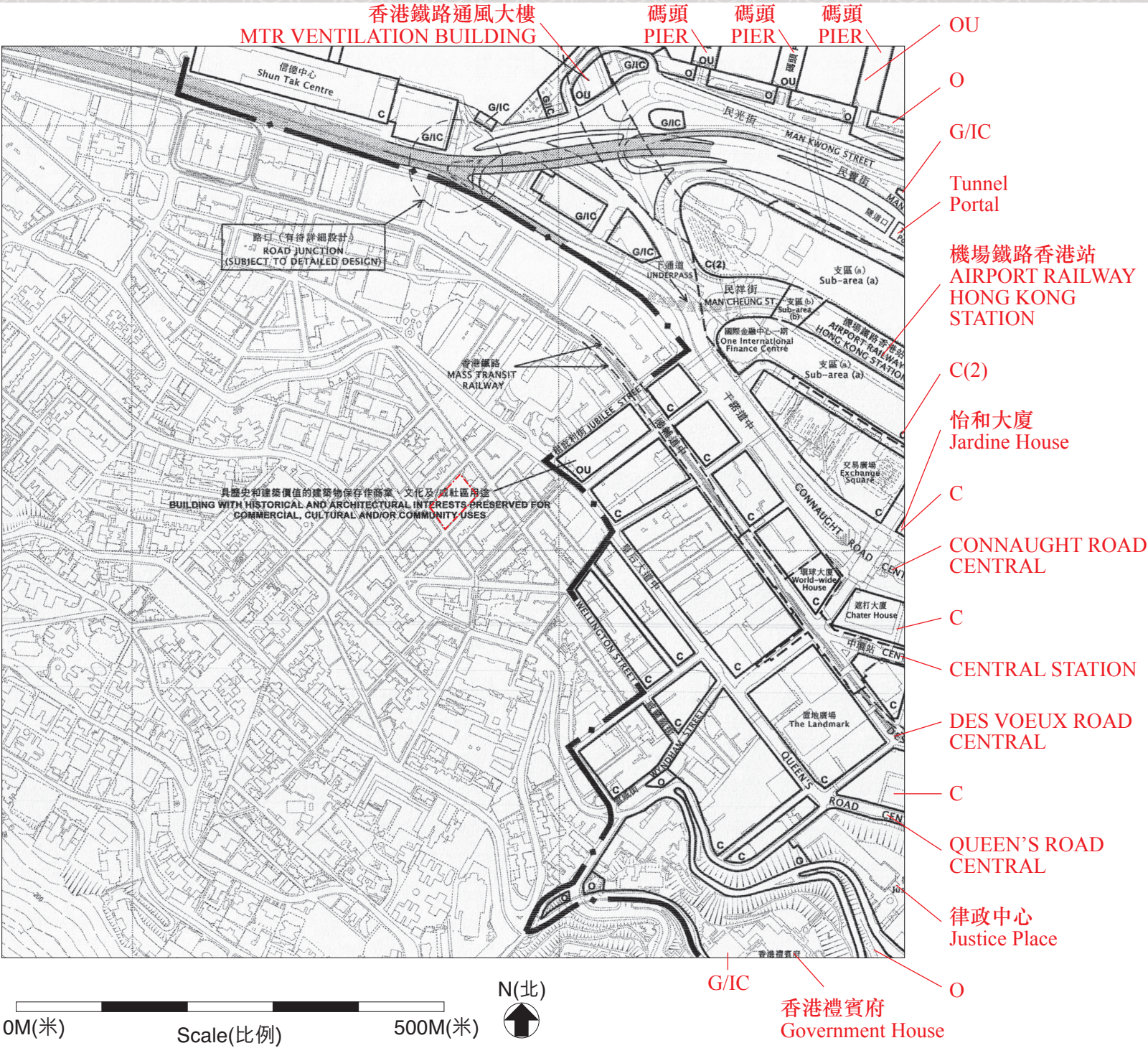
賣方亦建議買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
The Vendor also advises purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

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

圖例 NOTATION

地帶		ZONES
商業	C	COMMERCIAL
綜合發展區	CDA	COMPREHENSIVE DEVELOPMENT AREA
住宅(甲類)	R(A)	RESIDENTIAL (GROUP A)
住宅(乙類)	R(B)	RESIDENTIAL (GROUP B)
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

交通		COMMUNICATIONS
鐵路及車站(地下)	STATION	RAILWAY AND STATION (UNDERGROUND)
主要道路及路口		MAJOR ROAD AND JUNCTION
高架道路		ELEVATED ROAD
其他		MISCELLANEOUS
規劃範圍界線		BOUNDARY OF PLANNING SCHEME
建築物高度管制區界線		BUILDING HEIGHT CONTROL ZONE BOUNDARY
最高建築物高度 (在主水平基準上若干米)	26	MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)
發展項目邊界		BOUNDARY OF THE DEVELOPMENT



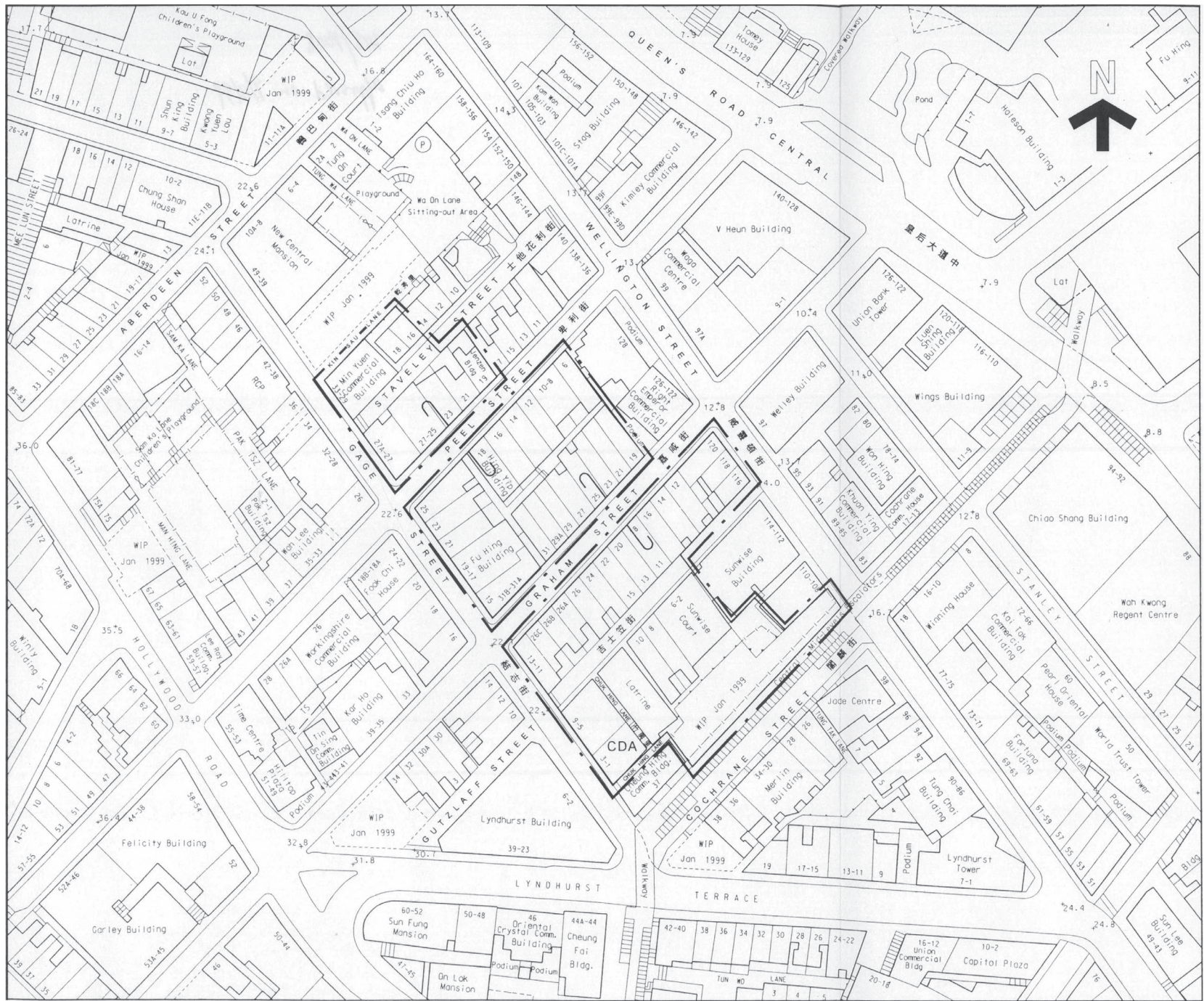
摘錄自憲報公佈日期為2016年11月11日中區(港島規劃區第4區)分區計劃大綱核准圖編號S/H4/16。
Extracted from approved Hong Kong Planning Area No.4 - Central District Outline Zoning Plan No. S/H4/16 gazetted on 11th November 2016.

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備註 Notes：

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

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



圖例 NOTATION

— ◆ —

發展計劃範圍界線
BOUNDARY OF DEVELOPMENT
SCHEME

CDA

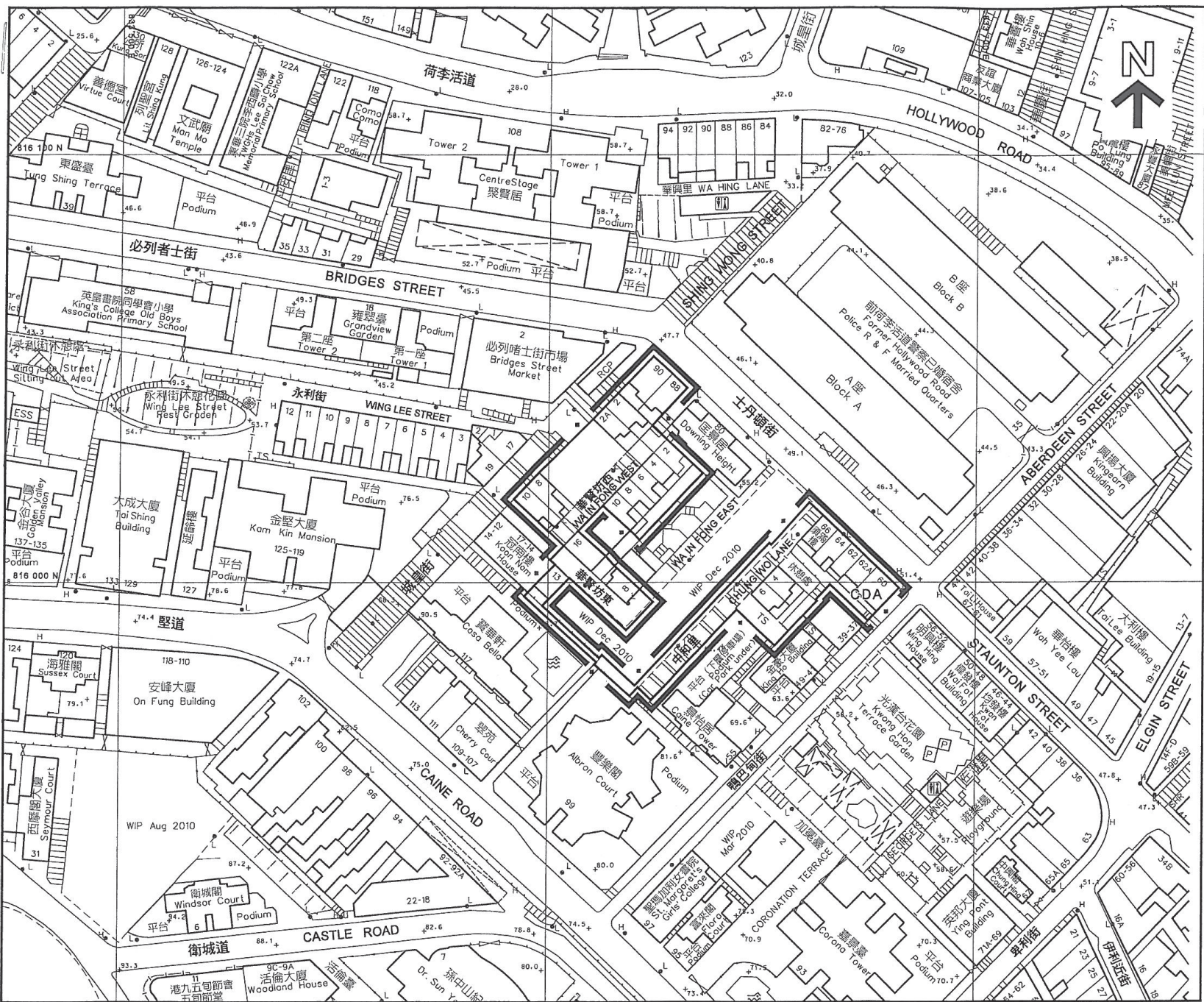
綜合發展區
COMPREHENSIVE
DEVELOPMENT AREA

比例尺 SCALE 1:100

米 METRES 20 0 20 40 60 80 100 120

摘錄自1999年11月19日刊憲之土地發展公司卑利街/嘉咸街發展計劃圖(編號S/H3/LDC4/2)。
Extracted from Land Development Corporation Peel Street / Graham Street Development Scheme Plan (Plan no. S/H3/LDC4/2) gazetted on 19th November 1999.
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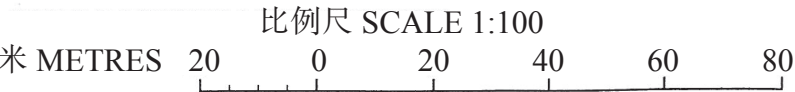
關於發展項目的分區計劃大綱圖 Outline zoning plan relating to the development



圖例 NOTATION

發展計劃範圍界線
BOUNDARY OF DEVELOPMENT
SCHEME

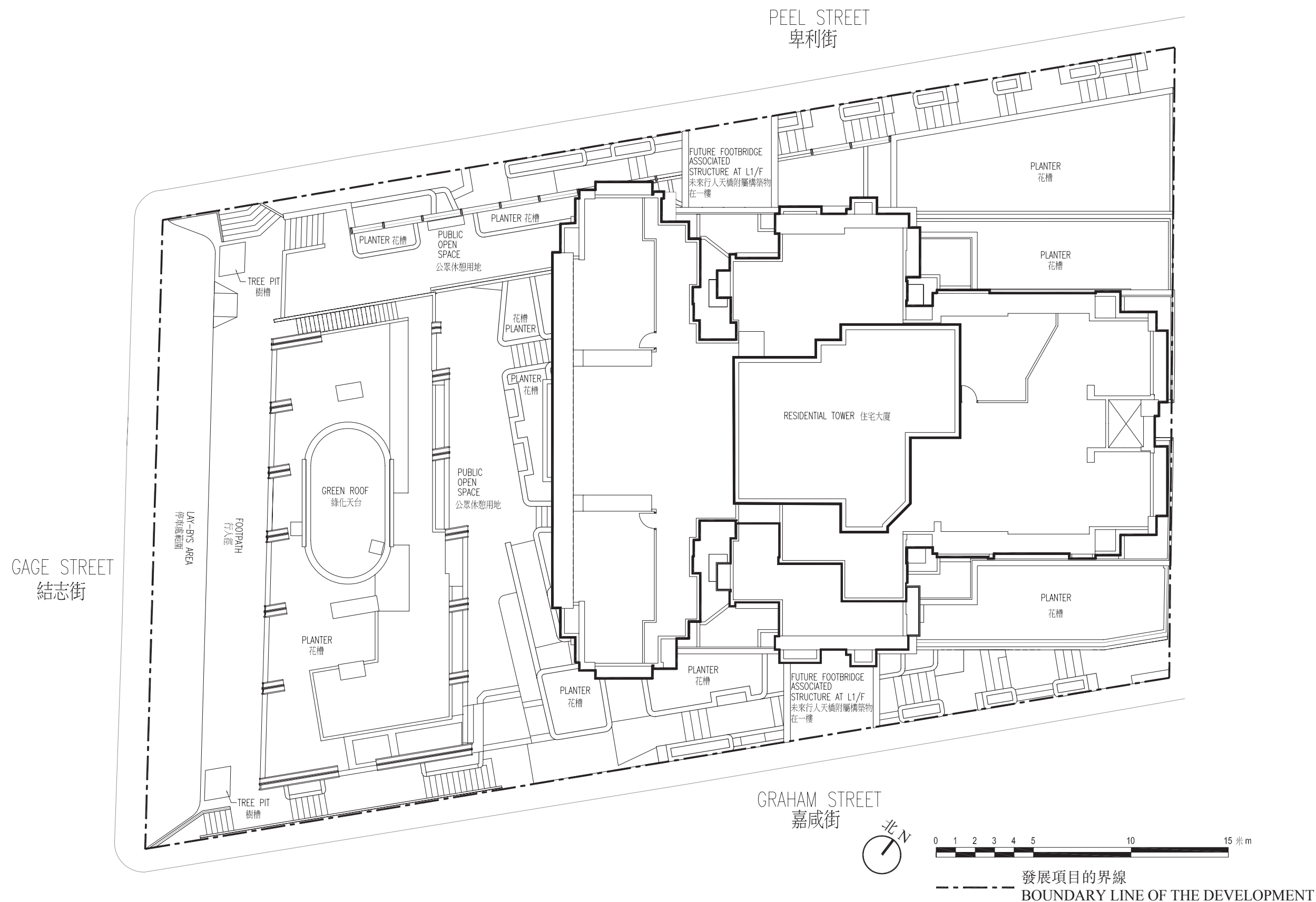
綜合發展區
COMPREHENSIVE
DEVELOPMENT AREA



摘錄自2012年5月18日刊憲之市區重建局士丹頓街/永利街發展計劃圖 (編號S/H3/URA1/4)。
Extracted from Urban Renewal Authority Staunton Street/Wing Lee Street Development Scheme Plan (Plan no. S/H3/URA1/4) gazetted on 18th May 2012.

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



發展項目的認可人士提供的未落成建築物或設施的預計落成日期：2018年12月31日

THE ESTIMATED DATE OF COMPLETION OF THE UNCOMPLETED BUILDINGS AND FACILITIES AS PROVIDED BY THE AUTHORIZED PERSON FOR THE DEVELOPMENT: 31st December 2018

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 PLAT = Air-conditioning Platform = 冷氣機平台	H.R. = Hose Reel = 消防喉轆	RS & MR RM = Refuse Storage and Material Recovery Room = 垃圾及物料回收室
(A.F.) ABOVE = (Architectural Feature) Above = 上方建築裝飾邊線	KIT. = Kitchen = 廚房	S.P.D. = Staircase Pressurization Duct = 樓梯加壓風管槽
(A.F.) W./ALUM. CLADDING = (Architectural Feature) with Aluminium Cladding = 鋁材覆蓋之建築裝飾	LAV. = Lavatory = 洗手間	STAIRCASE PRESSURIZATION FAN ROOM 1 = 樓梯加壓風機房1
A.R.D./ARD = Air Release Duct = 減壓風喉槽	LIFT = 升降機	T.R.S. = Temporary Refuge Space = 臨時庇護處
ALUM. CLADDING = Aluminium Cladding = 鋁材覆蓋層	LIFT LOBBY = 升降機大堂	TOP OF (A.F.) WITH ALUM. CLADDING = Top of (Architectural Feature) with Aluminium Cladding = 鋁材覆蓋建築裝飾之頂部
ALUM. FEATURE = 鋁質裝飾	LIFT SHAFT = 升降機槽	TOP OF BAL. = Top of balcony = 露台頂部
B.R. = Bedroom = 睡房	LIV./DIN. = Living Room/Dining Room = 客廳/飯廳	TOP OF C.W. = Top of curtain wall = 幕牆之頂部
BAL. = Balcony = 露台	MBR = Master Bedroom = 主人睡房	TOP OF R.C. (A.F.) = Top of Reinforced Concrete (Architectural Feature) = 鋼筋混凝土建築裝飾之頂部
BATH = Bathroom = 浴室	MAINTENANCE WINDOW = 維修窗口	TOP OF R.C. (A.F.) WITH ALUM. CLADDING / TOP OF R.C. (A.F.) W/ ALUM. CLADDING = Top of Reinforced Concrete (Architectural Feature) with Aluminium Cladding = 鋁材覆蓋鋼筋混凝土建築裝飾之頂部
BLDG. LINE ABOVE = Building Line Above = 上方建築物邊線	METAL GATE = 金屬閘	TOP OF U.P. = Top of utility platform = 工作平台頂部
DN = Down = 落	METAL GRILLE = 金屬護柵	UTILITY = Utility Room = 工作間
E.M.C. = Electrical Meter Cabinet = 電錶箱	OPEN KIT. = Open Kitchen = 開放式廚房	U.P. = Utility Platform = 工作平台
EAD = Exhaust Air Duct = 抽氣風喉槽	P.D. = Pipe Duct = 管道槽	UP = 上
ELECT. RM. = Electricity Room = 電掣房	R.C. (A.F.) = Reinforced Concrete (Architectural Feature) = 鋼筋混凝土建築裝飾	W.M.C. = Water Meter Cabinet = 水錶箱
ELV = Extra Low Voltage Duct = 弱電管槽	R.C. (A.F.) ABOVE = Reinforced Concrete (Architectural Feature) = 上方鋼筋混凝土建築裝飾	
ELV RM. = Extra Low Voltage Room = 弱電房	R.C. PARAPET WALL MIN. 1100H. FROM FFL = 最少離地面1.1米高之鋼筋混凝土護牆	
FAMILY ROOM = 家庭室	ROOF (A.F.) W./ METAL SUPPORTING STRUCTURE = Roof (Architectural Feature) with Metal Supporting Structure = 金屬結構之天台建築裝備	
FLAT ROOF = 平台		
FLAT ROOF (COMMON AREA) = 平台 (公用地方)		
ROOF (REFUGE FLOOR) = 天台 (庇護層)		

適用於本節各樓面平面圖之備註 Remarks applicable to the floor plans of this section:

- 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。 The dimensions of the floor plans are all structural dimensions in millimeters.
- 露台及工作平台為不可封閉之地方。 Balcony and utility platform are non-enclosed areas.
- 部分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.
- 部分住宅物業的露台側外牆有公用去水渠。 Common drain pipes are located adjacent to balcony of some residential properties.
- 部分住宅物業客廳/飯廳、睡房、走廊、浴室、洗手間、工作間、開放式廚房及/或廚房之裝飾橫樑或假天花內裝置冷氣系統及/或喉管及/或其他機電設備。
There are ceiling bulkheads or false ceiling in living room/dining room, bedrooms, corridor, bathroom, lavatory, utility room, open kitchen and/or kitchen of some residential properties for the air-conditioning system and/or conduit and/or Mechanical and Electrical services.
- 樓面平面圖所示之裝置如洗滌盤、煮食爐、浴缸、坐廁、面盆等只供展示其大約位置而非其展示實際大小、設計及形狀。
The indications of fittings such as sinks, cooker hobs, bathtubs, toilet bowls, wash basins etc. shown on the floor plans are indications of their approximate locations only and not indications of their actual sizes, designs and shapes.

5樓 5/F | 發展項目的住宅物業的樓面平面圖 Floor plans of residential properties in the development

每個住宅物業的樓板（不包括灰泥）的厚度：

5樓A、B、D及E單位：150毫米及175毫米

5樓C及F單位：150毫米

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

Flats A, B, D and E on 5/F: 150mm and 175mm

Flats C and F on 5/F: 150mm

每個住宅物業的層與層之間的高度：3.15米

The floor-to-floor height of each residential property: 3.15m

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

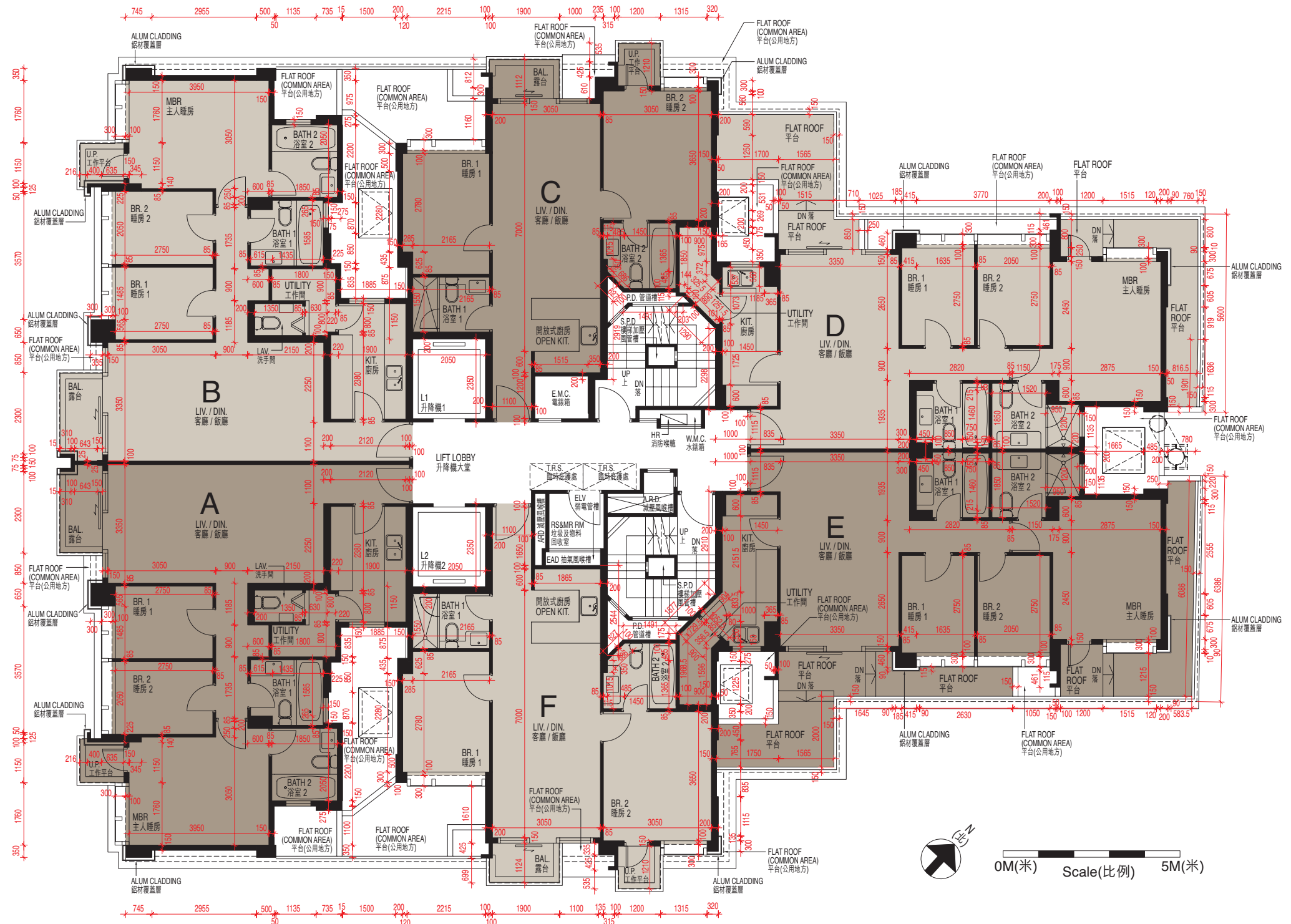
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement requested under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance is 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「發展項目的住宅物業的樓面平面圖」一節首頁。
- 2) 住宅樓層不設13樓、14樓、24樓及34樓。

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.
- 2) Residential floors 13/F, 14/F, 24/F and 34/F are omitted.



6樓 - 10樓 6/F - 10/F | 發展項目的住宅物業的樓面平面圖

Floor plans of residential properties in the development

每個住宅物業的樓板 (不包括灰泥) 的厚度：

6樓至10樓A、B、D及E單位：150毫米及175毫米

6樓至10樓C及F單位：150毫米

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

Flats A, B, D and E from 6/F to 10/F: 150mm and 175mm

Flats C and F from 6/F to 10/F: 150mm

每個住宅物業的層與層之間的高度：3.15米

The floor-to-floor height of each residential property: 3.15m

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

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 - 2) 住宅樓層不設13樓、14樓、24樓及34樓。

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.
- 2) Residential floors 13/F, 14/F, 24/F and 34/F are omitted.



11樓 - 18樓 11/F - 18/F | 發展項目的住宅物業的樓面平面圖

Floor plans of residential properties in the development

每個住宅物業的樓板（不包括灰泥）的厚度：

11樓至18樓A、B、D及E單位：150毫米及175毫米

11樓至18樓C及F單位：150毫米

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

Flats A, B, D and E from 11/F to 18/F: 150mm and 175mm

Flats C and F from 11/F to 18/F: 150mm

每個住宅物業的層與層之間的高度：3.15米

The floor-to-floor height of each residential property: 3.15m

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

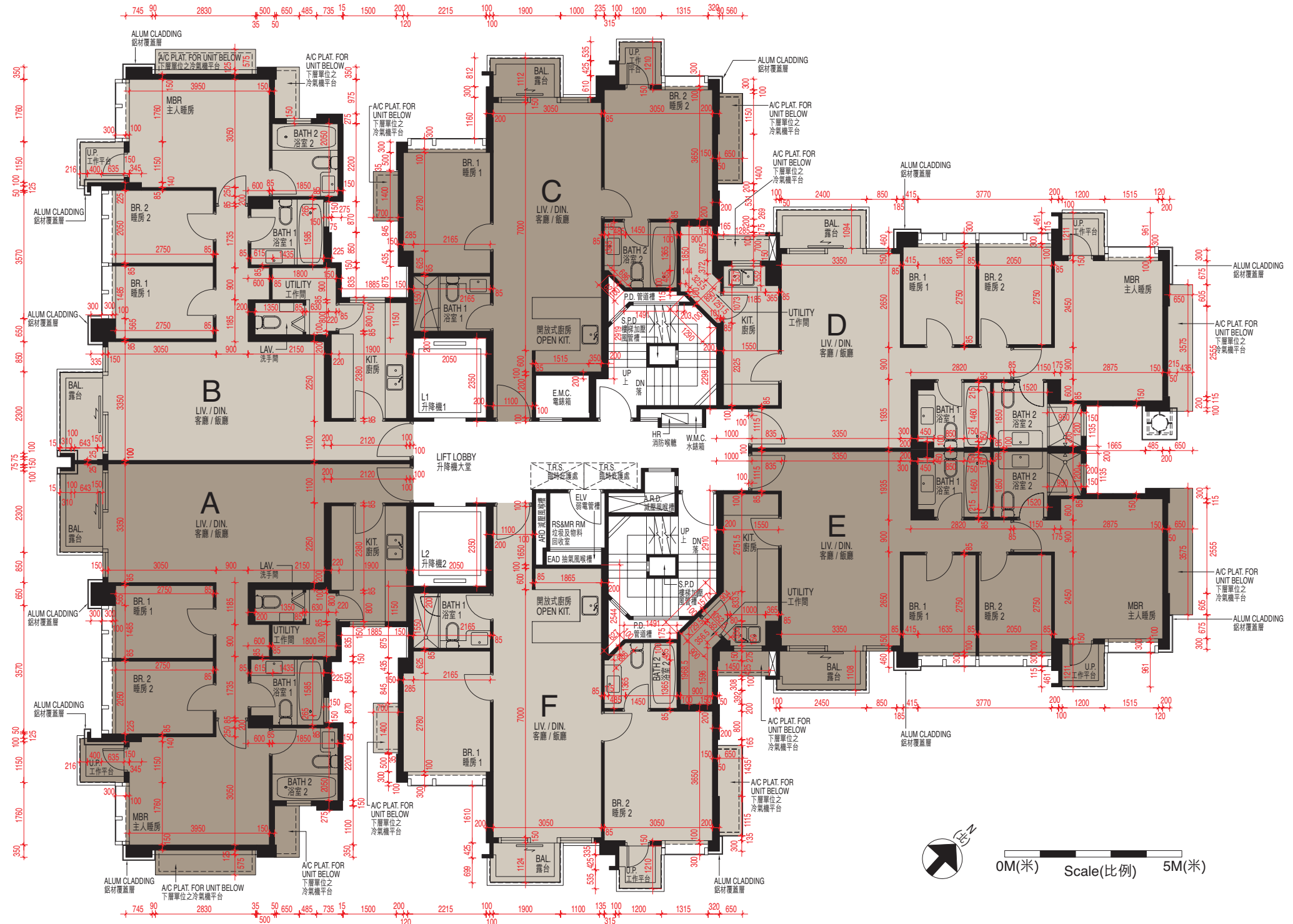
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- 2) 住宅樓層不設13樓、14樓、24樓及34樓。

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.
- 2) Residential floors 13/F, 14/F, 24/F and 34/F are omitted.



0M(米) Scale(比例) 5M(米)

19樓 - 20樓 19/F - 20/F | 發展項目的住宅物業的樓面平面圖

Floor plans of residential properties in the development

每個住宅物業的樓板 (不包括灰泥) 的厚度：

19樓A及B單位：150毫米及175毫米

20樓A及B單位：150毫米、175毫米 及200毫米

19樓至20樓C及F單位：150毫米

19樓至20樓D及E單位：150毫米及175毫米

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

Flats A and B on 19/F: 150mm and 175mm

Flats A and B on 20/F: 150mm, 175mm and 200mm

Flats C and F from 19/F to 20/F: 150mm

Flats D and E from 19/F to 20/F: 150mm and 175mm

每個住宅物業的層與層之間的高度：3.15米

The floor-to-floor height of each residential property: 3.15m

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。
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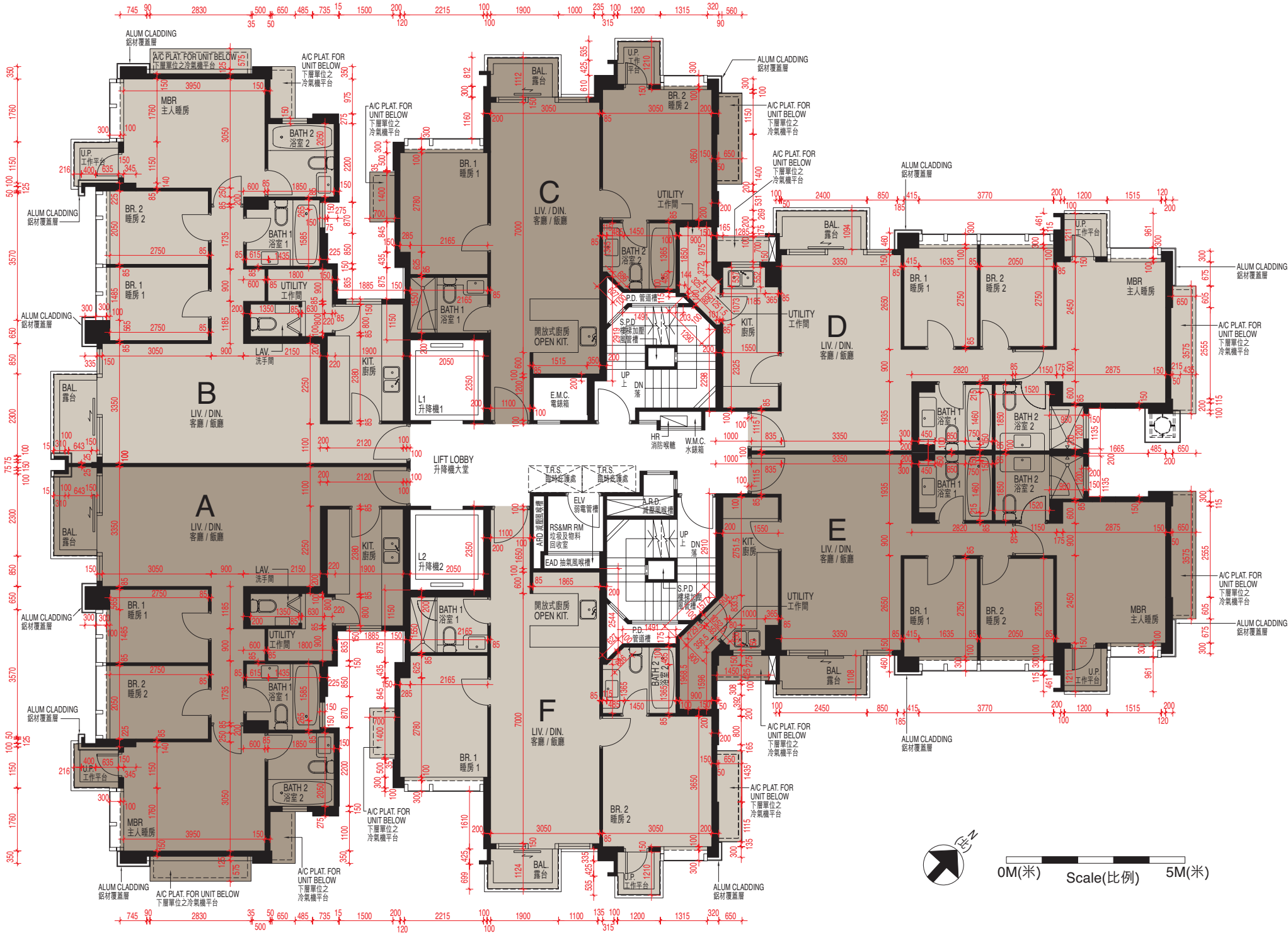
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首頁。
- 2) 住宅樓層不設13樓、14樓、24樓及34樓。

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.
- 2) Residential floors 13/F, 14/F, 24/F and 34/F are omitted.



21樓 21/F | 發展項目的住宅物業的樓面平面圖

Floor plans of residential properties in the development

每個住宅物業的樓板(不包括灰泥)的厚度：

21樓A及B單位：150毫米及200毫米

21樓C及F單位：150毫米

21樓D及E單位：150毫米及175毫米

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

Flats A and B on 21/F: 150mm and 200mm

Flats C and F on 21/F: 150mm

Flats D and E on 21/F: 150mm and 175mm

每個住宅物業的層與層之間的高度：

21樓A及B單位：2.8米、3.15米及3.5米

21樓C、D、E及F單位：3.15米

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

Flats A and B on 21/F: 2.8m, 3.15m and 3.5m

Flats C, D, E and F on 21/F: 3.15m

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

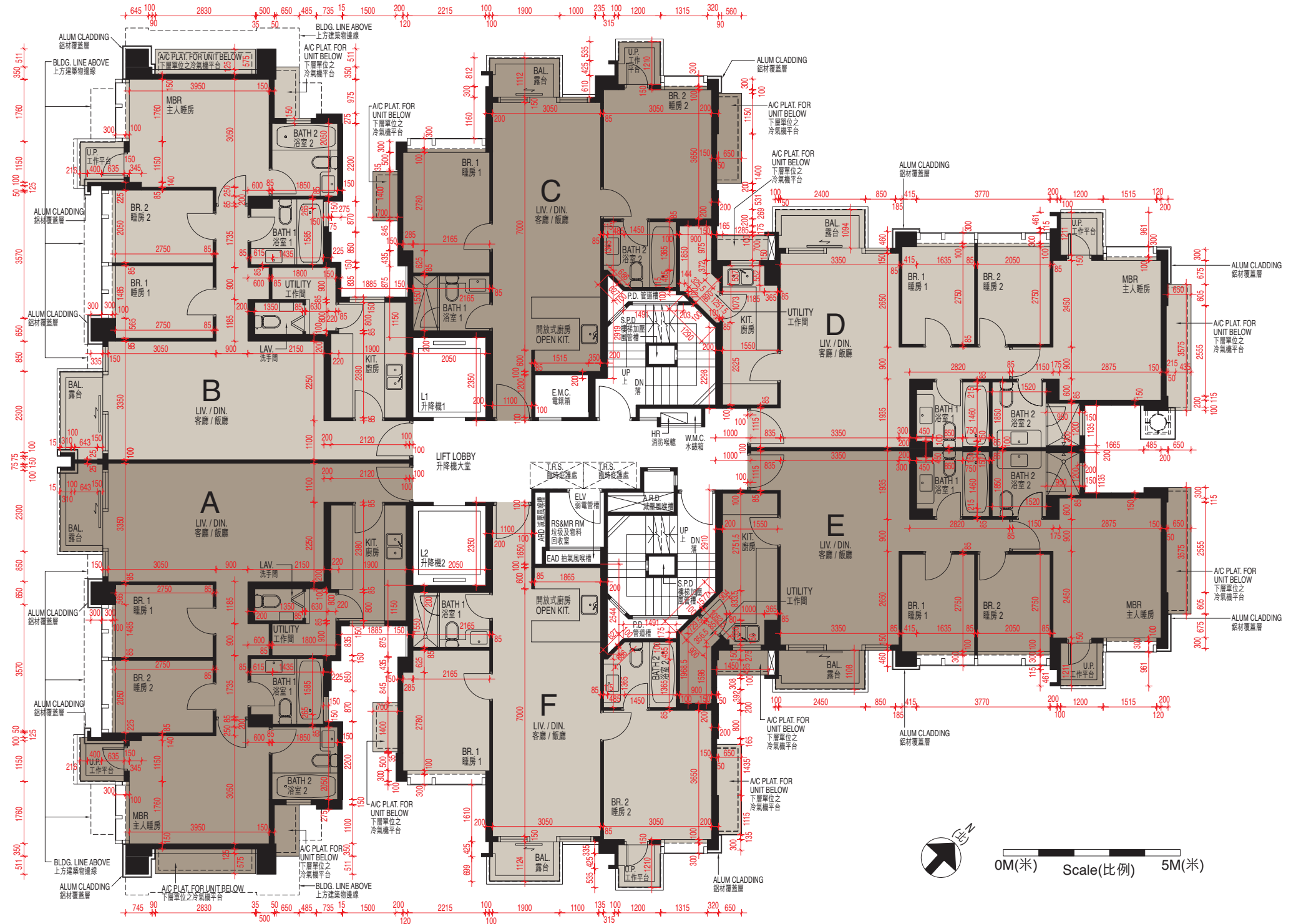
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Remarks:

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22樓 - 25樓 22/F - 25/F

發展項目的住宅物業的樓面平面圖
Floor plans of residential properties in the development

每個住宅物業的樓板 (不包括灰泥) 的厚度：

22樓至25樓A及B單位：150毫米及200毫米

22樓至25樓C及F單位：150毫米

22樓至25樓D及E單位：150毫米及175毫米

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

Flats A and B from 22/F to 25/F: 150mm and 200mm

Flats C and F from 22/F to 25/F: 150mm

Flats D and E from 22/F to 25/F: 150mm and 175mm

每個住宅物業的層與層之間的高度：3.15米

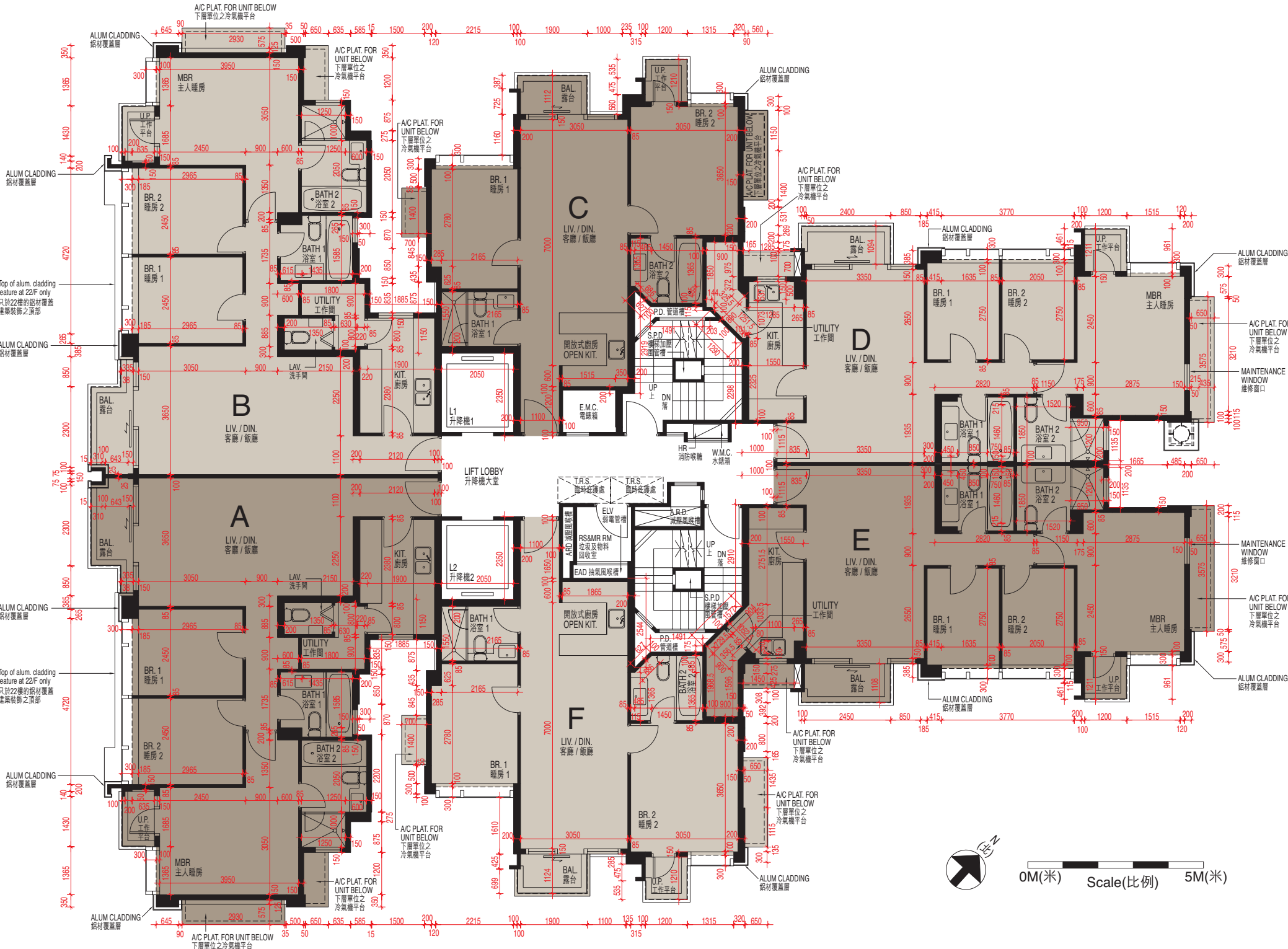
The floor-to-floor height of each residential property: 3.15m

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

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39樓 39/F | 發展項目的住宅物業的樓面平面圖

Floor plans of residential properties in the development

每個住宅物業的樓板 (不包括灰泥) 的厚度：200毫米

The thickness of the floor slabs (excluding plaster) of each residential property: 200mm

每個住宅物業的層與層之間的高度：

39樓A及B單位：3.3米、3.55米、3.6米及3.65米

39樓C單位：3.3米、3.55米、3.6米、3.65米及3.95米

39樓D單位：3.3米、3.6米、3.625米、3.7米及3.85米

39樓E單位：3米、3.25米、3.3米、3.6米、3.625米及3.7米

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

Flats A and B on 39/F: 3.3m, 3.55m, 3.6m and 3.65m

Flat C on 39/F: 3.3m, 3.55m, 3.6m, 3.65m and 3.95m

Flat D on 39/F: 3.3m, 3.6m, 3.625m, 3.7m and 3.85m

Flat E on 39/F: 3m, 3.25m, 3.3m, 3.6m, 3.625m and 3.7m

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

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天台 Roof | 發展項目的住宅物業的樓面平面圖

Floor plans of residential properties in the development

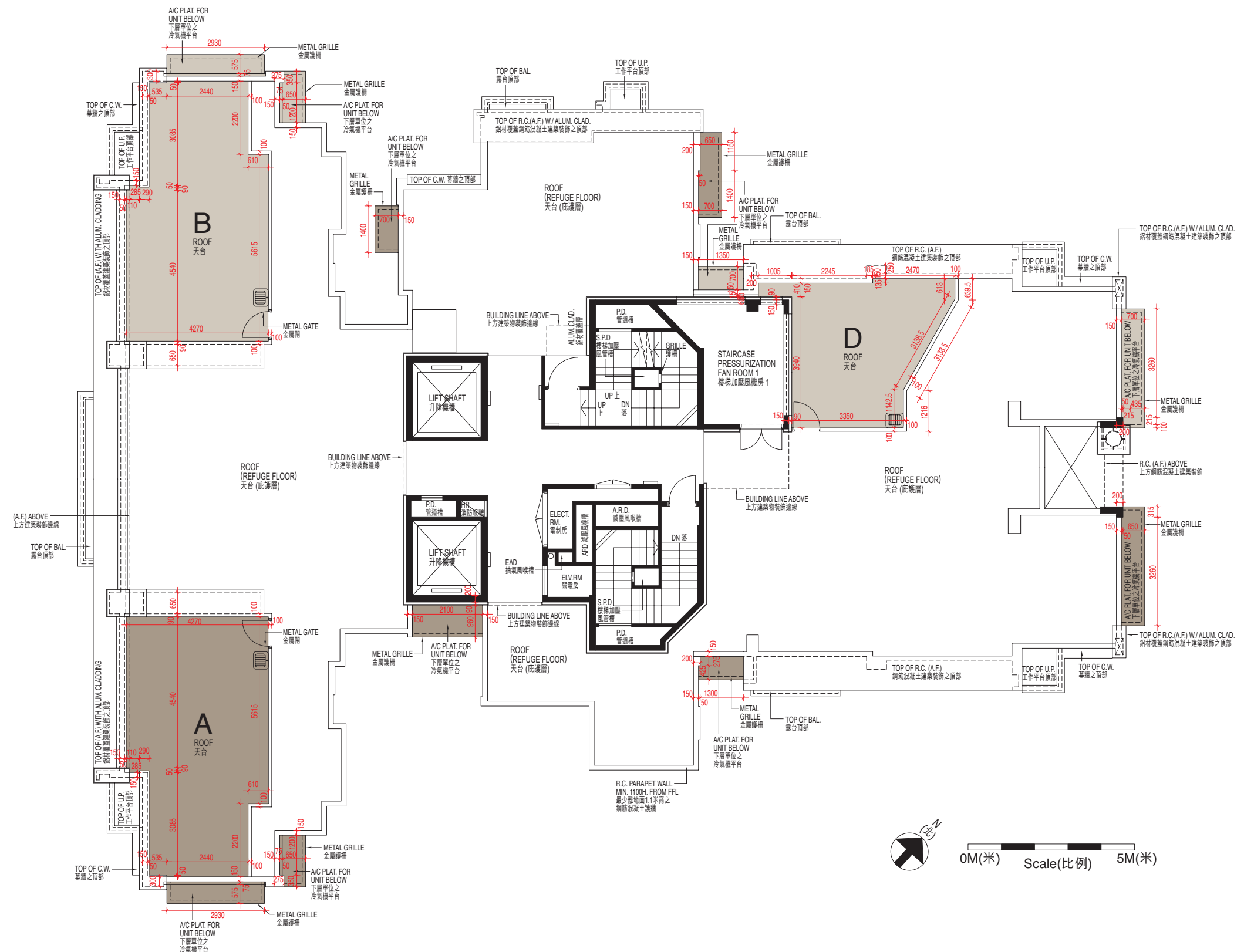
每個住宅物業的樓板（不包括灰泥）的厚度：不適用
The thickness of the floor slabs (excluding plaster) of each residential property: Not applicable

每個住宅物業的層與層之間的高度：不適用
The floor-to-floor height of each residential property: Not applicable

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(e)條所規定的陳述並不適用於本發展項目。）
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發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
5樓 5/F	A	84.212 (906) 露台 Balcony: 3.043 (33) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	B	84.212 (906) 露台 Balcony: 3.043 (33) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	C	62.660 (674) 露台 Balcony: 2.194 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	D	72.708 (783) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	17.000 (183)	–	–	–	–	–	–
	E	73.602 (792) 露台 Balcony: – 工作平台 Utility Platform: – 陽台 Verandah: –	–	–	–	20.480 (220)	–	–	–	–	–	–
	F	63.099 (679) 露台 Balcony: 2.248 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；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陽台。
There is no verandah in the residential properties in the Development.
3. 住宅樓層不設4樓、13樓、14樓、24樓及34樓。
Residential floors 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
6樓 - 20樓 6/F - 20/F	A	84.212 (906) 露台 Balcony: 3.043 (33) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	B	84.212 (906) 露台 Balcony: 3.043 (33) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	C	62.660 (674) 露台 Balcony: 2.194 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	D	76.998 (829) 露台 Balcony: 2.790 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	E	77.927 (839) 露台 Balcony: 2.825 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	F	63.099 (679) 露台 Balcony: 2.248 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；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陽台。
There is no verandah in the residential properties in the Development.
3. 住宅樓層不設4樓、13樓、14樓、24樓及34樓。
Residential floors 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
21樓 21/F	A	84.823 (913) 露台 Balcony: 3.043 (33) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	B	84.823 (913) 露台 Balcony: 3.043 (33) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	C	62.660 (674) 露台 Balcony: 2.194 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	D	76.998 (829) 露台 Balcony: 2.790 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	E	77.927 (839) 露台 Balcony: 2.825 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	F	63.099 (679) 露台 Balcony: 2.248 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

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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陽台。
There is no verandah in the residential properties in the Development.
3. 住宅樓層不設4樓、13樓、14樓、24樓及34樓。
Residential floors 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
22樓 - 38樓 22/F - 38/F	A	92.507 (996) 露台 Balcony: 3.360 (36) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	B	92.507 (996) 露台 Balcony: 3.360 (36) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	C	62.597 (674) 露台 Balcony: 2.224 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	D	76.851 (827) 露台 Balcony: 2.790 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	E	77.781 (837) 露台 Balcony: 2.825 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	F	63.071 (679) 露台 Balcony: 2.248 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
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2. 發展項目住宅物業並無陽台。
There is no verandah in the residential properties in the Development.
3. 住宅樓層不設4樓、13樓、14樓、24樓及34樓。
Residential floors 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
39樓 39/F	A	92.507 (996) 露台 Balcony: 3.360 (36) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	29.824 (321)	–	–	–
	B	92.507 (996) 露台 Balcony: 3.360 (36) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	29.824 (321)	–	–	–
	C	62.597 (674) 露台 Balcony: 2.224 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	D	76.851 (827) 露台 Balcony: 2.790 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	18.174 (196)	–	–	–
	E	105.190 (1,132) 露台 Balcony: 2.825 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	26.402 (284)	–	–	–	–	–	–

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
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- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；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。
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2. 發展項目住宅物業並無陽台。
There is no verandah in the residential properties in the Development.
3. 住宅樓層不設4樓、13樓、14樓、24樓及34樓。
Residential floors 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

發展項目中的停車位的樓面平面圖 Floor plans of parking spaces in the development

不適用 Not applicable

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.

公契的摘要 Summary of deed of mutual covenant

1. 「發展項目」的公用部分

「公用地方及設施」指「發展項目公用地方及設施」、「住宅公用地方及設施」及「市集大樓公用地方及設施」。

「發展項目公用地方及設施」指及包括：

(a) 「該土地」及「發展項目」內擬供「發展項目」整體公用與共享的地方及設施，包括「行人徑及停車處範圍」、「未來天橋附屬構築物」、「綠化區域」(只要構成「發展項目公用地方及設施」一部分)、「內部行人通道」、公共天線廣播分導室、走廊、管道、電線管道、電錶房、電氣房、緊急發電機房、自動扶梯、外牆(「市集大樓」、「商業樓宇」及「住宅樓宇」外牆除外)、消防控制中心、消防灑水器控制閥房、平台(不構成任何「單位」一部分)、燃料缸房、高壓電纜引入系統、高壓電掣房、升降機、升降機大堂、升降機井、升降機槽、低壓電掣房、主檢查儀錶及水錶房、水管槽、花槽(不包括構成「公眾休憩用地」一部分的花槽)、食水及沖廁水缸和泵房、垃圾及物料回收房、防煙間、樓梯、電訊及廣播設備管道、電訊及廣播設備室、煤氣管槽、變壓器房、樹坑、水錶櫃；及

(b) 按「公契」指定為「發展項目公用地方及設施」的「該土地」及「發展項目」其他地方及設施，

現於「公契圖則」以綠色及綠色加黑點顯示，僅供識別。於適當情況下，如「住宅樓宇」、「商業樓宇」及「市集大樓」除外的「發展項目」任何部分：

- (i) 符合《建築物管理條例》第2條中「公用部分」第(a)段的釋義及/或
- (ii) 乃《建築物管理條例》附表1訂明類別而符合《建築物管理條例》第2條中「公用部分」第(b)段的釋義，

此等部分將視作屬於及構成「發展項目公用地方及設施」一部分，但不包括「住宅公用地方及設施」、「市集大樓公用地方及設施」及「公眾休憩用地」；

「市集大樓公用地方及設施」指及包括：

(a) 「該土地」及「發展項目」內擬供「市集大樓」整體公用及共享的地方及設施，包括空調機管道、公共天線廣播分導櫃、電線管道、緊急發電機房、消防及灑水器控制閥房、消防錶櫃、消防水缸、消防水缸及泵房、鮮風管槽、食水及沖廁水錶櫃、食水及沖廁水泵房、「綠化範圍」(只要構成「市集大樓公用地方及設施」一部分)、水管槽、天台甲板、灑水器水缸、樓梯、電掣房、排氣管、中空，現於「公契圖則」以橙色顯示，僅供識別；及

(b) 按任何「公契分契」指定為「市集大樓公用地方及設施」的「市集大樓」其他地方及設施；

「住宅公用地方及設施」指及包括：

(a) 「該土地」及「發展項目」內只供「住宅樓宇」整體專用的地方及設施，包括「會所」、「幕牆」、「私人休憩用地」、空調機平台(不構成任何「單位」一部分)、排風管、走廊、公共天線廣播分導室、電錶櫃、「發展項目」二樓及以上外牆(構成「市集大樓」及「未來行人天橋附屬構築物」一部分者除外)、超低電壓房、電線槽、電氣房、風機房、濾水裝置機房、消防水泵房、平台(不構成任何「單位」一部分)、喉輓、草地、升降機、升降機大堂、升降機機房、升降機槽、管理處、水管槽、花槽、食水及沖廁水缸和泵房、鋼筋混凝土調壓池、垃圾及物料回收房、空中花園、防煙間、灑水器水泵房、樓梯、樓梯增壓及釋氣風機房、1及2號樓梯增壓風機房、電訊設施、煤氣管槽、檢查水錶、水錶櫃；及

(b) 按「公契」指定為「住宅公用地方及設施」的「該土地」及「發展項目」其他地方及設施，

現於「公契圖則」以黃色、黃色間黑斜線及黃色加黑點顯示，僅供識別。於適當情況下，如「住宅樓宇」任何部分：

- (i) 符合《建築物管理條例》第2條中「公用部分」第(a)段的釋義及/或
- (ii) 乃《建築物管理條例》附表1訂明類別而符合《建築物管理條例》第2條中「公用部分」第(b)段的釋義，

此等部分將視作屬於及構成「住宅公用地方及設施」一部分，但不包括「發展項目公用地方及設施」及「市集大樓公用地方及設施」。

2. 分配予發展項目每個住宅物業的不分割份數數目

每個住宅物業獲分配的不分割份數數額請參閱本節以下的「不分割份數分配表」。

3. 發展項目管理人的委任年期

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

4. 發展項目各住宅物業擁有人分擔管理開支的基準

每個業主須按下列方式分擔預算管理開支：

(a) 每個單位業主須分擔年度預算第1部分(涵蓋管理人認為(除非有明顯錯誤，管理人的決定是不可推翻的)供全體業主享用或妥善管理該土地及發展項目、發展項目公用地方及設施和綠色範圍所需的一切開支)規定的預算管理開支中他的適當部分，該部分相等於他的單位的管理份數除以發展項目全部管理份數；及

(b) 每個住宅單位業主須分擔年度預算第2部分(涵蓋管理人認為(除非有明顯錯誤，管理人的決定是不可推翻的)專門涉及住宅公用地方及設施的一切開支)規定預算管理開支中他的適當部分，該部分相等於他的住宅單位的管理份數除以所有住宅單位的管理份數；

備註：住宅單位的管理份數數目與分配予該住宅單位的不分割份數數目相同。然而，發展項目的總不分割份數數目與發展項目的總管理份數數目不同。發展項目內的所有住宅單位的總管理份數數目為13,756。發展項目的總管理份數數目為16,069。

5. 計算管理費按金的基準

管理費按金的金額相等於每個「單位」應繳的首年預算「管理開支」十二分之二。

6. 擁有人在發展項目中保留作自用的範圍(如有的話)

發展項目內沒有一手住宅物業銷售條例附表1第1部份第14(2)(f)條所指的擁有人預留自用的地方。

不分割份數分配表

樓層	單位	不分割份數
5樓	A	82/16,151
	B	82/16,151
	C	61/16,151
	D	74/16,151
	E	75/16,151
	F	61/16,151
6樓至12樓、 15樓至21樓 (14層樓)	A	每個單位82/16,151
	B	每個單位82/16,151
	C	每個單位61/16,151
	D	每個單位75/16,151
	E	每個單位76/16,151
	F	每個單位61/16,151
22樓、23樓、 25樓至33樓、 35樓至38樓 (15層樓)	A	每個單位90/16,151
	B	每個單位90/16,151
	C	每個單位61/16,151
	D	每個單位75/16,151
	E	每個單位75/16,151
	F	每個單位61/16,151
39樓	A	91/16,151
	B	91/16,151
	C	61/16,151
	D	76/16,151
	E	104/16,151

公契的摘要 Summary of deed of mutual covenant

1. The common parts of the Development

“Common Areas and Facilities” means the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Market Block Common Areas and Facilities.

“Development Common Areas and Facilities” means and includes:

- (a) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole including the Footpath and Lay-bys Area, the Future Footbridge Associated Structures, the Greenery Areas (in so far as they form part of the Development Common Areas and Facilities), the Internal Pedestrian Walkway, communal aerial broadcast distribution room, corridors, ducts, electrical ducts, electrical meter room, electricity rooms, emergency generator room, escalators, external walls (excluding the external walls of the Market Block, the Commercial Accommodation and the Residential Accommodation), fire control centre, fire service sprinkler control valve room, flat roofs (not forming part of any Unit), fuel tank room, high voltage cable lead in, high voltage switch room, lifts, lift lobbies, lift pits, lift shafts, low voltage switch room, master check meter and water meter room, pipe ducts, planters (excluding planters forming part of the Public Open Space), potable and flushing water tank and pump room, refuse storage and material recovery chamber, smoke lobbies, staircases, telecommunication and broadcasting equipment ducts, telecommunication and broadcasting equipment rooms, town gas pipe ducts, transformer room, tree pits, water meter cabinet; and
- (b) such other areas and facilities of and in the Land and the Development designated as Development Common Areas and Facilities in accordance with this Deed

which for the purposes of identification only are shown coloured Green and Green Stippled Black on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Development other than the Residential Accommodation, the Commercial Accommodation and the Market Block:-

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

then such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities, but shall exclude the Residential Common Areas and Facilities, the Market Block Common Areas and Facilities and the Public Open Space;

“Market Block Common Areas and Facilities” means and includes:-

- (a) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Market Block as a whole including A/C pipe ducts, communal aerial broadcast distribution cabinet, electrical ducts, emergency generator room, exhaust air ducts, fire services and sprinkler control valve room, fire services meter cabinet, fire services water tank, fire services water tank and pump room, fresh air ducts, fresh and flushing water meter cabinet, fresh and flushing water pump room, green roof, the Greenery Areas (in so far as they form part of the Market Block Common Areas and Facilities), pipe ducts, roof deck, sprinkler water tank, staircases, switch rooms, vent pipes, void, which for the purposes of identification only are shown coloured Orange on the DMC Plans; and
- (b) such other areas and facilities of and in the Market Block to be designated as Market Block Common Areas and Facilities in accordance with any Sub-Deed;

“Residential Common Areas and Facilities” means and includes:-

- (a) such areas and facilities of and in the Land and the Development serving exclusively the Residential Accommodation as a whole including the Club House, the Curtain Wall, the Private Open Space, A/C platforms (not forming part of any Unit), air ducts, corridors, communal aerial broadcast distribution room, electrical meter cabinets, external walls from Level 2 and above of the Development (excluding those forming part of the Market Block and the Future Footbridge Associated Structures), extra low voltage room, electrical ducts, electricity rooms, fan room, filtration plant room, fire service water pump room, flat roofs (not forming part of any Unit), hose reels, lawn, lifts, lift lobbies, lift machine room, lift shafts, management office, pipe ducts, planters, potable flushing water tank and pump room, R.C. surge tank, refuse storage and material recovery rooms, sky-garden, smoke lobby, sprinkler water pump room, staircases, staircase pressurization and relief air fan room, staircase pressurization fan room 1 & 2, telecommunication facilities, town gas pipe ducts, water check meter, water meter cabinets; and
- (b) such other areas and facilities of and in the Land and the Development designated as Residential Common Areas and Facilities in accordance with this Deed

which for the purposes of identification only are shown coloured Yellow, Yellow Hatched Black and Yellow Stippled Black on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Residential Accommodation :-

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

then such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities and the Market Block Common Areas and Facilities.

2. The number of undivided shares assigned to each residential property in the development;

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

3. The term of years for which the manager of the development is appointed

Citybase Property Management Limited will be appointed the manager of the Development initially for a term of 2 years commencing from the date of the DMC and to be continued thereafter unless and until terminated in accordance with the DMC.

4. The basis on which the management expenses are shared among the owners of the residential properties in the development

Each Owner shall contribute to the budgeted Management Expenses in the following manner:-

- (a) Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget (which shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land and the Development, the Development Common Areas and Facilities and the Green Area) which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development; and
- (b) Each Owner of a Residential Unit shall contribute his due proportion of the budgeted Management Expenses under the second part of the annual budget (which shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities) which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units.

Remark: The number of Management Shares of a Residential Unit is the same as the number of Undivided Shares allocated to that Residential Unit. However, the total number of Undivided Shares in the Development is different from the total number of Management Shares in the Development. The total number of Management Shares of all Residential Units in the Development is 13,756. The total number of Management Shares in the Development is 16,069.

公契的摘要 Summary of deed of mutual covenant

5. The basis on which the management fee deposit is fixed

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

6. The area (if any) in the development retained by the owner for that owner’s own use

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

Table of Allocation of Undivided Shares

Floor	Unit	Undivided Share
5/F	A	82/16,151
	B	82/16,151
	C	61/16,151
	D	74/16,151
	E	75/16,151
	F	61/16,151
6/F – 12F, 15/F – 21/F (14 storeys)	A	82/16,151 each
	B	82/16,151 each
	C	61/16,151 each
	D	75/16,151 each
	E	76/16,151 each
	F	61/16,151 each
22/F, 23/F, 25/F – 33/F, 35/F – 38/F (15 storeys)	A	90/16,151 each
	B	90/16,151 each
	C	61/16,151 each
	D	75/16,151 each
	E	75/16,151 each
	F	61/16,151 each
39/F	A	91/16,151
	B	91/16,151
	C	61/16,151
	D	76/16,151
	E	104/16,151

批地文件的摘要 Summary of land grant

1. 「發展項目」建於內地段第9038號(「該地段」)。「該地段」根據2012年7月24日所訂之《換地條件》(「**批地文件**」)批授。

2. 該地段的批租年期為50年，由2012年7月24日開始生效。

3. 「批地文件」一般條款第4條訂明：

『倘因違反任何此等「批地條款」或對任何毗鄰或毗連土地或「該地段」造成任何損害或泥土及地下水污染，而地政總署署長(以下簡稱「署長」，「署長」之意見將作終論並對「承批人」約束)認為有關損害或泥土及地下水污染乃因為「承批人」使用「該地段」或該處任何發展項目或重建項目或任何部分，或因為在「該地段」進行任何活動，又或因為在「該地段」進行任何其他工程引起，以致招致任何訴訟、法律程序、責任、索求、費用、開支、損失(不論是經濟或其他性質)及索償，則不論「承批人」如上所述使用、發展或重建、進行活動或工程乃遵從或違反「批地條款」，「承批人」亦須向「政府」作出賠償並確保其免責。』

4. 「批地文件」一般條款第6條訂明：

『(a)「承批人」應在遵照此等「批地條款」(釋義以本文一般條款第12條所訂為準)進行建造或重建(本詞指下文(b)款所述的重建工程)的整個批租期內：

- (i) 按照核准的設計，安排或高度和任何核准建築圖則維修所有建築物，並且不作任何修改或改動；及
- (ii) 維修現已或日後依照此等「批地條款」或其後任何修訂合約建造的所有建築物，以保持其修繕及狀況良好，並在批租年期屆滿或提前終止時以修繕完好的狀況交回。

(b) 如在批租期任何時候拆卸「該地段」或其任何部分之任何現有建築物，「承批人」必須另建良好穩固而樓面總面積最少相等於同類型及同價值的一座或多座建築物作替代，並須經「署長」批核。倘如上所述拆卸建築物，「承批人」應在拆卸後一個曆月內向「署長」申請同意於「該地段」進行重建。「承批人」接獲同意書後，必須在三個曆月內展開必要重建工程，並在「署長」指定的期限內以「署長」滿意的方式完成。』

5. 「批地文件」一般條款第8條訂明：

『此等「批地條款」訂明拓建的任何私家街、私家路及後巷，選址必須令「署長」滿意，並按照「署長」決定納入或不涵蓋於批授的「該地段」範圍。無論屬何情況，此等私家街、私家路及後巷必須在「政府」規定時免費交還「政府」。如向「政府」交還上述私家街、私家路及後巷，「政府」將進行該處的路面、路緣石、排水渠(包括污水及雨水渠)、渠道及路燈建設工程，費用由「承批人」支付，其後則以公帑維修。如上述私家街、私家路及後巷仍屬於批授的「該地段」一部分，「承批人」應自費在該處提供照明、路面、路緣石、排水渠、

渠道及進行維修工程，以全面令「署長」滿意。「署長」可基於公眾利益，按需要在該處執行或達致執行路燈安裝及維修工程，「承批人」須承擔路燈安裝工程資本費用，並且允許工人及車輛自由進出「該地段」範圍，以便安裝及維修路燈。』

6. 「批地文件」一般條款第10條訂明：

『(a) 如「承批人」並未或疏忽執行、履行或遵守此等「批地條款」，「政府」有權重收及收回「該地段」或其任何部分和建於或將會建於「該地段」或其任何部分的所有或任何建築物、搭建物或工程設施，並取回管有權。屆時，本「協議」及其賦予「承批人」的權利即告絕對終止及廢止(如只重收部分範圍則指相關範圍的權利)，惟概毋損「政府」就上述違反、不履行或不遵守「批地條款」可行使的權利、補償權及索償權。

(b) 如「政府」鑒於、因應或因為「承批人」不執行、不履行或不遵守此等「批地條款」的規定而重收「該地段」，「承批人」無權取回其付訖的地價或當中任何部分，亦無權就該土地或其任何部分或現已或將會建於該處任何一座或多座建築物或該等一座或多座建築物的部分之價值又或「承批人」準備、平整或發展「該地段」或其任何部分等支付的任何金錢索取任何款項或彌償。』

7. 「批地文件」特別條款第(2)條訂明：

『「承批人」確認於本「協議」訂立日，「該地段」內現存有某些建築物及構築物，並承諾會自費拆卸及清拆上述建築物及構築物。倘「承批人」因上述建築物及構築物的存在招致或蒙受任何損害、滋擾或騷擾，「政府」概不承擔責任或負責。假如因為或鑒於上述建築物及構築物的存在和其後拆卸及清拆此等建築物及構築物而直接或間接造成或引起任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」將向「政府」作出賠償並確保其免責。』

8. 「批地文件」特別條款第(5)條訂明：

『(a)「承批人」應：

- (i) 在本「協議」訂立日後72個曆月內(或「署長」批准的其他較長期限內)，自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、定線和設計進行下列工程，全面令「署長」滿意：

(I) 在「圖則I」以綠色顯示的擬建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設及平整工程；及

(II) 提供和建造「署長」全權酌情規定的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「綠色範圍構築物」)；

以便於「綠色範圍」建造建築物及供車輛和行人往來；

- (ii) 在本「協議」訂立日後72個曆月內(或「署長」批准的其他較長期限內)，自費以「署長」滿意的方式在「綠色範圍」鋪設路面、建造路緣及渠道，並按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費維修「綠色範圍」和「綠色範圍構築物」及在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」的佔管權按照本文特別條款第(6)條交回「政府」為止。

(b) 如「承批人」不在指定期限內履行本特別條款(a)款所訂的「承批人」責任，「政府」可執行必要工程，費用由「承批人」承擔。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。

(c) 倘因「承批人」履行本特別條款(a)款所訂的「承批人」責任或「政府」行使本特別條款(b)款所訂權利等導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「署長」概毋須承擔任何責任，而「承批人」不可就此向「政府」或「署長」或其授權人員索償。』

9. 「批地文件」特別條款第(6)條訂明：

『茲為執行本文特別條款第(5)條所述的必要工程，「承批人」將在本「協議」訂立日獲授予「綠色範圍」的佔管權。「承批人」應在「政府」通知時將「綠色範圍」交還「政府」，而於任何情況下「綠色範圍」亦會被視為已於「署長」發函說明「承批人」已以其滿意的方式全面履行此等「批地條款」當日交還「政府」。「承批人」佔管「綠色範圍」期間，應允許所有「政府」及公共車輛和行人於任何合理時間進出及通行「綠色範圍」，並確保不會因為執行本文特別條款第(5)條規定的工程等干預或阻礙此等通行權。』

10. 「批地文件」特別條款第(7)條訂明：

『如非事前獲「署長」書面同意，「承批人」不得在「綠色範圍」儲物或搭建任何臨時構築物或作執行本文特別條款第(5)條所訂工程以外的任何其他用途。』

11. 「批地文件」特別條款第(8)條訂明：

『(a)「承批人」佔管「綠色範圍」期間於所有合理時間：

- (i) 允許「署長」、其人員、承辦商及其授權的任何其他人等行使權利通行、進出、往返和行經該地段及「綠色範圍」，以便檢驗、檢查和監督任何遵照本文特別條款第(5)(a)條執行的任何工程，以及進行、檢驗、檢查和監督任何遵照本文特別條款第(5)

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- (b)條執行的工程及「署長」認為有必要在「綠色範圍」實施的任何其他工程；
- (ii) 允許「政府」及「政府」授權的相關公用事業公司行使權利按彼等需要通行、進出、往返及行經該地段及「綠色範圍」，以在「綠色範圍」或任何毗連土地內、上或下執行任何工程，其中包括但不限於鋪設及其後維修所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有者）及其他服務。「承批人」應與「政府」及「政府」授權的相關公用事業公司充分合作，處理所有關乎擬於「綠色範圍」實施的任何上述工程之事項；及
- (iii) 允許水務監督人員及彼等授權的其他人等有權按需要通行、進出、往返和行經該地段及「綠色範圍」，以執行任何關於運作、維修、修理、更換及更改「綠色範圍」其他水務裝置的工程。
- (b) 如因「政府」、其人員、代理、承辦商及根據本特別條款(a)款正式獲授權的其他人等或公用事業公司行使權利導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概毋須承擔責任。』

12.「批地文件」特別條款第(11)條訂明：

『該地段或其任何部分或現已或將會建於該處的建築物或任何建築物部分，除作非工業用途外（不包括貨倉、酒店及加油站），不可作任何其他用途。』

13.「批地文件」特別條款第(12)條訂明：

『如非事前獲「署長」書面同意，而「署長」給予同意時可附加其視為恰當的移植、補償園景或再植條件，概不可移除或干預任何現於該地段或毗連土地生長的樹木。』

14.「批地文件」特別條款第(13)條訂明：

- 『(a)「承批人」應遵照本特別條款次款(b)的規定，自費提交園景總綱圖予規劃署署長，述明該地段園景工程位置、安排及布局，以供審批。直至規劃署署長以書面批核園景總綱圖並且同意（如需要）根據本文特別條款第(12)條編製的樹木保育建議書，不得在該地段或其任何部分進行任何上層建築工程。
- (b) (i) 園景總綱圖比例應為1：500或更大，並須載明指定資料，包括現有樹木普查及處理方案、地盤布局及平整面標高、房屋發展概念模式、園景工程區及花卉樹木種植工程區圖解布局，以及規劃署署長指定的其他資料。
- (ii) 該地段最少20%面積須種植樹木、灌叢或其他植物。

- (iii) 本特別條款(b)(ii)款所載20%面積中最少50%（以下簡稱「綠化區域」）應在規劃署署長全權酌情指定的位置或樓層提供，以確保「綠化區域」可供路過行人觀賞或進入該地段的任何人士或人等可通行該處。
- (iv) 規劃署署長就「承批人」所建議園景工程是否構成本特別條款(b)(ii)款所述20%面積作出的決定將作終論並對「承批人」約束。
- (v) 規劃署署長可全權酌情接受「承批人」建議替代種植樹木、灌叢或其他植物的其他非種植美化方案。
- (c) 「承批人」應按照經批核的園景總綱圖，自費以規劃署署長全面滿意的方式在該地段進行園景工程，如非事前獲規劃署署長書面同意，不得對經批核的園景總綱圖作任何修改、更改、改動、改變或取代。
- (d) 其後「承批人」應自費保養和維修園景工程，以維持其安全、清潔、整齊、井然及健康，全面令「署長」滿意。
- (e) 如「署長」要求，根據本特別條款進行園景工程的地方將構成本文特別條款第(27)(a)(v)條所訂的「公用地方」一部分。』

15.「批地文件」特別條款第(16)條訂明：

- 『(a)「承批人」須在本「協議」訂立日後72個曆月內（或「署長」批准的其他較長期限內），自費以「署長」全面滿意的方式，按照「署長」指定的規格、位置和樓層，在現已或將會建於該地段一座或多座建築物內建造支承件及連接段，連同「署長」指定的斜路、相關樓梯及樓梯平台、自動扶梯和升降機及其他構築物（此等支承件及連接段連同相關設施以下統稱「未來行人天橋附屬構築物」），以銜接、連接及支撐兩條擬建的行人天橋，即最少2米闊而第一約略位於「圖則I」分別註明為P與Q位置之間及第二約略位於「圖則I」分別註明為R與S位置之間或「署長」指定的其他位置（上述如建造的行人天橋將會約略位於「圖則I」顯示並註明為「PROPOSED FOOTBRIDGE 1」及「PROPOSED FOOTBRIDGE 2」的位置或「署長」指定的其他位置（以下簡稱「未來行人天橋」）），從而由毗鄰或鄰近地段現已或將會興建的「未來行人天橋」可以連通該地段或建於該處的任何一座或多座建築物，而行人可取道「未來行人天橋」出入「內部行人通道」（釋義以本文特別條款第(17)(a)條所訂為準）。
- (b) 如「承批人」不履行本特別條款(a)及(d)款所訂的「承批人」責任，「政府」可執行必要的建造或維修工程，費用由「承批人」承擔。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。為執行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式授權人員均享有自由及不間斷權利，可於任何合理時間進入該地段或其任何部分或現已或將會建於該地段的任何一座或多座建築

- 物。倘因「政府」、其人員、代理、承辦商、工人或其他正式授權人員行使本款所賦予的出入權及執行工程的權利而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人或其他正式授權人員毋須承擔任何責任。「承批人」不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。
- (c) 倘「承批人」、其傭僕、工人及承辦商因應建造、改建、修理、維修、更換或使用「未來行人天橋附屬構築物」而作出或遺漏不作出任何行為，導致「政府」、其人員、代理、承辦商、工人或其正式授權的其他人士招致或蒙受任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」將向「政府」、其人員、代理、承辦商、工人或其正式授權的其他人士作出賠償並確保其免責。
- (d) 「承批人」應在本文協定批授的整個年期內自費管理和維修「未來行人天橋附屬構築物」，以保持其修繕及狀況良好，全面令「署長」滿意。
- (e) (i) 儘管此等「批地條款」有任何規定，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員均有不受限制的權利，在事前向「承批人」發出合理通知後，不論攜帶工具、設備、機器、機械或駕車與否，免費通行、進出、往返及行經該地段或其任何部分和現已或將會建於該地段的一座或多座建築物，以作下列事宜：
 - (I) 設計和建造「未來行人天橋」及相關的必要地盤勘察及測量工程；
 - (II) 接駁「未來行人天橋」至「未來行人天橋附屬構築物」（上述連接段以下簡稱「連接段」）；及
 - (III) 檢查、管理、修理、維修、拆卸、重建及更換「連接段」及「未來行人天橋」或其任何一個或多個部分。
- (ii) 如因為或鑒於「政府」、其人員、代理、承辦商、工人或正式獲授權人員行使本特別條款(e)(i)款賦予的權利而使「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人或正式獲授權人員概毋須就此承擔責任，「承批人」亦不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。
- (iii) 茲毋損本特別條款(e)(i)款的規定，假如及當「署長」隨時及不時規定時，「承批人」須在「署長」指定的一個或多個時期允許任何「未來行人天橋」連接的所有一幅或一塊土地之現任「政府」承租人或租戶（以下簡稱「毗鄰業主」）、其正授權人員、承辦商、彼等之工人及授權的任何其他人等（以下統稱「毗鄰業主授權人員」），不論攜帶工具、設備、機器或駕車與否，在事前向「承批人」發出合理通知後，擁有不受限制權力免費

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通行、進出、往返及行經該地段或其任何部分或現已或將會建於該地段的一座或多座建築物，以作本特別條款(e)(i)款訂明的用途。倘因「毗鄰業主」或「毗鄰業主授權人員」行使本款賦予的權利而使「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」亦不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。

(f) 「政府」及「毗鄰業主」現就「未來行人天橋」獲特別保留權利從現已或將會建於該地段一座或多座建築物獲得支撐及有權接駁至該處。

(g) 「承批人」應在「署長」通知時自行或透過根據「公契」(釋義以本文特別條款第(27)(a)(i)條所訂為準)任命的該地段現任管理人或根據《建築物管理條例》、其任何附屬規例及任何修訂法例成立的「業主立案法團」，自費以「署長」全面滿意的方式執行「署長」指定的所有必要工程，暫時關閉現已或將會建於該地段的一座或多座建築物的通道口，以便在該處接駁「未來行人天橋」，並且自費進行暫時關閉上述通道口的相關維修工程，以令「署長」全面滿意。

(h) 為免存疑，「承批人」現確認及同意，「政府」並不明示或暗示承諾或保證必會在該地段建造或接駁「未來行人天橋」，倘因日後「未來行人天橋」的接駁事宜或因不在該地段建造或接駁「未來行人天橋」而令「承批人」招致或蒙受任何損失或損害，「政府」毋須向「承批人」承擔任何責任。

(i) (i) 如該地段或其任何部分進行任何重建工程，以致需要拆卸「未來行人天橋附屬構築物」或當中任何部分，「承批人」須在「署長」規定的期限內，自費以「署長」滿意的方式，按「署長」批准或規定的設計、規格、物料、闊度、樓層及位置和相關設施建造及完成新的支承件及連接段以作替代，以便接駁「未來行人天橋」或日後建造以取代「未來行人天橋」或其任何一個或多個部分的新行人天橋。

(ii) 倘建造本特別條款(i)(i)款所載的新支承件及連接段和相關設施，此等「批地條款」中「未來行人天橋附屬構築物」一詞將被視為指上述的新支承件及連接段。

16. 「批地文件」特別條款第(17)條訂明：

『(a)(i) 「承批人」應在2018年9月30日或之前(或「署長」批准的其他較長期限內)，自費以「署長」全面滿意的方式在該地段提供和建造一條內部行人通道(連同自動扶梯、載客升降機、樓梯、斜路、傷殘人士設施及「署長」全權酌情指定的其他構築物)(以下統稱「內部行人通道」)，以按「署長」全權酌情決定，透過「未來行人天橋附屬構築物」或其任何部分連接「未來行人天橋」或其任何部分。其後，「承批人」須在本文協定批授的整個年期內自費管理和維修「內部行人通道」，以保持其修繕及

狀況良好，全面令「署長」滿意。「承批人」展開任何關乎建造「內部行人通道」工程之前，必須向「署長」提交「內部行人通道」的圖紙、設計及規格以供批核，包括顯示「內部行人通道」走線、位置及樓層的圖則。直至「署長」以書面批核上述圖紙、設計、規格及圖則，「承批人」不得執行任何關乎建造「內部行人通道」的工程，此外並須遵從「署長」制訂的任何規定。「承批人」維修「內部行人通道」時應依照上述核准圖紙、設計、規格及圖則，如非事前獲「署長」書面同意不得更改。

(ii) 「署長」可全權酌情決定「內部行人通道」日後是否透過「未來行人天橋附屬構築物」或其任何部分連接各「未來行人天橋」或當中任何一條。

(iii) 「署長」將以書面通知「承批人」本特別條款(a)(ii)款所載的決定，有關決定將作終論並對「承批人」約束。

(b) 「內部行人通道」及「未來行人天橋附屬構築物」建成後(「署長」作出的有關決定將作終論)，「承批人」應在本文協定批授的整個年期內保持「內部行人通道」及「未來行人天橋附屬構築物」(或「署長」指定或批准的任何部分)照明充足，並每日24小時或於「署長」批准的其他時段開放，以便公眾免費及暢通無阻地步行或坐輪椅通行及再通行、進出、往返及行經「內部行人通道」及「未來行人天橋附屬構築物」(或「署長」指定或批准的任何部分)。

(c) 現明確協議、聲明和訂明，儘管「承批人」被施予本特別條款(b)款所載的責任，「承批人」並無意而「政府」亦無同意將「內部行人通道」及「未來行人天橋附屬構築物」劃為公眾通道。

(d) 現明確協議及聲明，本特別條款(b)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免存疑，「承批人」現明確放棄基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。

(e) 「內部行人通道」將劃入特別條款第(27)(a)(v)條訂明的「公用地方」一部分。

(f) (i) 如該地段或其任何部分進行任何重建以致需要拆卸「內部行人通道」或其任何一個或多個部分，「承批人」須應「署長」要求在「署長」規定的期限內，自費以「署長」全面滿意的方式，按「署長」批准或規定的設計、物料、闊度、樓層及位置建造和完成新的內部行人通道以作替代。

(ii) 倘根據本特別條款(f)(i)款建造新的內部行人通道，此等「批地條款」中「內部行人通道」一詞將被視為指上述的新建內部行人通道。』

17. 「批地文件」特別條款第(18)條訂明：

『(a) 除非事前獲「署長」書面同意並且遵從本文特別條款第(9)條及本特別條款(b)款之規定，否則「圖則I」以粉紅色加黑點顯示的地方(以下簡稱「粉紅色加黑點範圍」)及「粉紅色間黑斜線加黑點範圍」(「粉紅色加黑點範圍」及「粉紅色間黑斜線加黑點範圍」以下統稱「行人徑及停車處範圍」)內、上、下、其下或其上不得搭建或建造任何建築物或構築物的建築、結構或支承結構，但現已或將會依照本特別條款(c)款建造者除外。

(b) 儘管有本特別條款(a)款之規定，如事前獲「署長」書面批准，可於「行人徑及停車處範圍」地面以下興建建築物或構築物。於本特別條款而言，「署長」就何謂地面水平所作的決定將作終論並對「承批人」約束。

(c) 「承批人」應：

(i) 在本「協議」訂立日後72個曆月內(或「署長」批准的其他較長期限內)，自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、定線和設計進行下列工程，以全面令「署長」滿意：

(I) 在「行人徑及停車處範圍」進行鋪設及平整工程；

(II) 提供及建造「署長」全權酌情指定的下水道、污水管、排水渠、行人路、道路或其他構築物(以下統稱「該構築物」)；及

(III) 在「粉紅色加黑點範圍」地面提供三個停車處，每個最少闊2.75米，供車輛上落乘客(包括的士)；

以便車輛和行人往來「行人徑及停車處範圍」；

(ii) 於本「協議」訂立日後72個曆月內(或「署長」批准的其他較長期限內)，自費以「署長」滿意的方式在「行人徑及停車處範圍」鋪設路面、建造路緣及渠道，以及按「署長」要求為此等設施提供溝渠、消防栓連接駁總喉的水管、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器；及

(iii) 時刻自費管理和維修「行人徑及停車處範圍」連同「該構築物」及在該處建造、安裝及提供之所有構築物、路面、溝渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意。

(d) 「承批人」必須允許「署長」、其人員、承辦商、彼等的工人及「署長」授權的任何其他人等在所有合理時間不論攜帶工具、設備、機器或駕車與否，擁有自由和不受限制權利通行、進出、往返及行經該地段，以便檢驗、檢查和監督任何遵照本特別條款(c)款執行的任何工程，以及進行、檢驗、檢查和監督任何遵照本特別條

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- 款(e)款執行的工程及「署長」認為有必要在「行人徑及停車處範圍」實施的其他工程。
- (c) 如「承批人」不履行本特別條款(c)款所訂在指定時期或緊急情況下所須的任何「承批人」責任，「政府」可執行必要工程，費用由「承批人」承擔。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。
- (f) 如因「承批人」履行本特別條款(c)款所訂的「承批人」責任或「政府」行使本特別條款(d)及(e)款所訂權利等導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」、其人員、承辦商或獲其正式授權的其他人員概毋須就此承擔任何責任，而「承批人」概不可就此向「政府」或「署長」或其授權人員及人等索償。
- (g) 「行人徑及停車處範圍」或其任何一個或多個部分除作停車處、車輛出入通道和行人步行或輪椅通道或「署長」全權酌情批准的其他用途外，不可被「承批人」用作任何其他用途，此外亦不可在「粉紅色加黑點範圍」或其任何一個或多個部分儲存貨物。遵從本特別條款(b)款之規定，「粉紅色間黑斜線加黑點範圍」不可儲存貨物或停泊車輛。
- (h) (i) 本特別條款(c)(i)及(c)(ii)款訂明的工程以「署長」滿意的方式完竣後，「承批人」不論日夜均應時刻允許任何公眾自由及完全免費地使用停車處上落車輛乘客(包括的士)，及/或行使本特別條款(h)(ii)款許可的車輛通行權，及/或步行或乘坐輪椅通行及再通行、進出、往返及行經「行人徑及停車處範圍」，以作所有合法用途。
- (ii) 關於本特別條款(h)(i)款訂明車輛(包括的士)可上落乘客，「承批人」享有進出及往來通行「粉紅色加黑點範圍」的權利，以便經由「圖則I」顯示並註明為Z點之處，在「圖則I」顯示並註明為X及Y點之間上落車輛乘客。
- (iii) 倘因「承批人」履行本特別條款(h)(i)及(h)(ii)款所訂之「承批人」責任導致或連帶「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」或「署長」或其授權人員概毋須承擔任何責任，而「承批人」概不可就此等損失、損害、滋擾或騷擾向「政府」或「署長」或其授權人員索償。
- (i) 現明確協議、聲明及訂明，儘管「承批人」被施予本特別條款(h)(i)款所載的責任，「承批人」並無意而「政府」亦無同意將「行人徑及停車處範圍」或其任何一個或多個部分劃為公眾通道。
- (j) 現明確協議及聲明，本特別條款(h)(i)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免存疑，「承批人」現明確放棄

- 基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (k) 計算本文特別條款第(14)(c)條所訂的樓面總面積時，根據本特別條款(c)(i)(III)款於該地段提供的空間不會計算在內。
- (l) 根據本特別條款(c)(i)(III)款於該地段提供的空間將劃入特別條款第(27)(a)(v)條訂明的「公用地方」一部分。』
- 18.「批地文件」特別條款第(20)條訂明：
- 『(a)「承批人」應在本文特別條款第(10)條指定的日期或之前，自費以「署長」全面滿意的方式，在該地段興建、建造及提供面積不小於450平方米的公眾休憩用地(以下簡稱「公眾休憩用地」)。「公眾休憩用地」須按「署長」指定或批准的方式、物料、設計於指定選址平整、保養、園景美化、種植樹木、處理及提供，並須設有「署長」指定或批准的設備和設施，包括輪椅通道設施。
- (b) 直至「公眾休憩用地」的選址及設計獲「署長」書面批准，該地段不得展開任何建築工程(拆卸工程及地盤平整工程除外)。
- (c) 「承批人」應在本文協定批授的整個年期內自費保養、維修和管理「公眾休憩用地」，以保持其修繕及狀況良好和安全、整潔、井然及健康，全面令「署長」滿意。
- (d) 「公眾休憩用地」的建造工程遵照本特別條款(a)款規定完竣後，「承批人」須每天日夜所有時間或在「署長」全權酌情指定的時段允許任何公眾自由及完全免費地通行及再通行、進出、往返、行經及享用「公眾休憩用地」，以作所有合法用途。
- (e) 除非事前獲「署長」書面批准，否則「承批人」應分配「署長」認為按照本文特別條款第(27)條所載「公契」屬適當數額的該地段不分割份數予「公眾休憩用地」。
- (f) 儘管本文另有相反規定，包括但不限於本文特別條款第(26)條的規定，「承批人」不可轉讓、按揭、押記、租讓、分租、出讓或以其他方式處置「公眾休憩用地」或其任何部分及相關的不分割份數或當中任何部分或相關權益又或設置產權負擔，又或就此訂立任何協議。
- (g) 現明確協議、聲明及訂明，儘管「承批人」被施予本特別條款(d)款所載的責任，「承批人」並無意而「政府」亦無同意將「公眾休憩用地」劃為公眾通道。
- (h) 現明確協議及聲明，本特別條款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免存疑，「承批人」現明確放棄基於或鑒於

- 於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (i) 倘因公眾根據本特別條款(d)款使用「公眾休憩用地」導致或連帶「承批人」招受或蒙受任何損失、損害、滋擾、騷擾、死亡或損傷，「政府」概毋須就此向「承批人」承擔任何責任，「承批人」不可就此等損失、損害、滋擾、騷擾、死亡或損傷向「政府」索償。
- (j) 倘「承批人」、其傭僕、工人及承辦商因應建造、提供、使用、修理、維修和管理「公眾休憩用地」而作出或遺漏不作出任何行為，導致「政府」、其人員、代理、承辦商、工人或其正式授權的其他人士招致或蒙受任何責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」將向「政府」、其人員、代理、承辦商、工人或其正式授權的其他人士作出賠償並確保其免責。
- (k) 「承批人」轉讓或出讓該地段或其任何部分或當中任何權益或建於該處的任何建築物或建築物部分又或訂立相關協議之前，必須自費簽訂以「政府」為受益方的擔保書並交付「署長」，訂明「承批人」無條件及不可撤回地：
- (i) 保證遵從本特別條款的規定並履行本特別條款訂明其應有的責任；及
- (ii) 倘因「承批人」違反或不履行本特別條款訂明其應有的任何責任導致或引致「政府」蒙受任何損失、損害、費用、收費、開支及責任，則向「政府」作出賠償並確保其免責。
- 擔保書將遵從香港法律並採取「署長」批准的格式。
- (l) 就本特別條款而言，「承批人」一詞並不包括其受讓人。』
- 19.「批地文件」特別條款第(21)條訂明：
- 『(a)除提供「公眾休憩用地」外，「承批人」另須自費以「署長」全面滿意的方式，在該地段興建、建造、平整和提供面積不小於825平方米的休憩用地或「署長」批准的其他地方(以下簡稱「私人休憩用地」)。
- (b) 「私人休憩用地」將按「署長」指定選址平整、保養、園景美化，種植樹木、處理及提供，並設有「署長」指定的設備及設施，全面令「署長」滿意。
- (c) 「私人休憩用地」除供現已或將會建於該地段一座或多座建築物所有居民及佔用人和彼等各真正賓客或訪客公用與共享作康樂用途外，不可作任何其他用途。
- (d) 「私人休憩用地」將劃入本文特別條款第(27)(a)(v)條訂明的「公用地方」一部分。』

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20.「批地文件」特別條款第(22)條訂明：

- 『(a)「承批人」可在該地段建造、興建和提供經「署長」書面批准的康樂設施及該處的附屬設施(以下簡稱「設施」)。「設施」的類型、大小、設計、高度和安排亦須事前提交「署長」書面批核。
- (b) 計算本文特別條款第(14)(c)條訂明的整體樓面總面積時，遵從本文特別條款第(38)(d)條之規定，任何按照本特別條款(a)款在該地段提供而供現已或將會建於該地段一座或多座住宅大廈所有居民及彼等各真正訪客公用與共享的「設施」，一律不會計算在內，「署長」認為並非作上述用途的「設施」其餘部分則計算在內。
- (c) 如「設施」任何部分豁免依照本特別條款(b)款規定計入樓面總面積(以下簡稱「豁免設施」)：
- (i) 「豁免設施」將劃為並構成本文特別條款第(27)(a)(v)條所載的「公用地方」一部分。
- (ii) 「承批人」應自費維修「豁免設施」以保持其修繕及狀況良好，並負責運作「豁免設施」以令「署長」滿意；及
- (iii) 「豁免設施」只可供現已或日後建於該地段的一座或多座住宅大廈的居民及彼等之真正訪客使用，任何其他人士或人等一概不可使用。』

21.「批地文件」特別條款第(31)條訂明：

- 『(a) 如該地段或任何「政府」土地現時或以往曾經配合或因應該地段或其任何部分的平整、水準測量或發展事宜進行削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，或此等「批地條款」等規定「承批人」執行的任何其他工程，不論事前是否獲「署長」書面同意，「承批人」亦須在當時或嗣後任何時間，按需要自費進行及建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「承批人」應在本文協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其修繕及狀況良好，令「署長」滿意。
- (b) 本特別條款(a)款概毋損此等「批地條款」賦予「政府」的權利，其中特別以本文特別條款第(30)條為要。
- (c) 無論何時，如因「承批人」進行平整、水準測量、發展或其他工程或因其他事故導致或引起該地段內的土地或任何毗連或毗鄰「政府」土地或已批租土地發生任何滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時就「政府」、其代理及承辦商作出彼等因此蒙受或招致的所有費用、收費、損害、索求及索償作出賠償，並確保彼等免責。

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

22.「批地文件」特別條款第(33)條訂明：

『如該地段或其任何部分的發展或重建項目或其任何部分已安裝預應力地錨，「承批人」應自費在預應力地錨的整個使用周期內定期維修和監察，以令「署長」滿意，並且在「署長」不時全權酌情要求時提交上述監察工程的報告及資料。如「承批人」疏忽或不執行規定的監察工程，「署長」可即時執行和進行監察工程，「承批人」必須在接獲通知時向「政府」償還有關的費用。』

23.「批地文件」特別條款第(34)條訂明：

- 『(a) 如有來自「該地段」或任何受該處發展工程影響的其他地方之泥土、廢土、泥頭廢料、建築廢物或建造物料(以下統稱「廢物」)堆積腐爛、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘或海床、污水管、雨水渠或明渠或其他「政府」產業(以下統稱「政府產業」)，「承批人」必須自費清理廢物並修復「政府」產業蒙受的任何損害。「承批人」須就堆積腐爛、沖下或傾倒廢物導致私人物業受損或滋擾引起的所有訴訟、索償及索求向「政府」作出賠償。
- (b) 儘管有本特別條款(a)款之規定，「署長」可以(但無責任必須)按「承批人」要求清理「政府」產業的廢物並修復任何損害。「承批人」須在「政府」通知時支付有關費用。』

24.「批地文件」特別條款第(35)條訂明：

『「承批人」時刻均須採取及達致採取所有完善和適當的護理、工藝及預防措施，其中尤以任何建造、維修、更新或修理工程(以下統稱「工程」)施工期間為要，藉以避免損壞、干擾或阻礙位於、貫穿、跨越或毗鄰「該地段」或其任何部分或「綠色範圍」或「該地段」或其任何部分和「綠色範圍」兩者的「政府」或其他現有排水渠、水道或渠道、總水管、道路、行人道、街道傢俬、污水管、明渠、水管、電纜、電線、公用服務設施或任何其他工程或裝置(以下統稱「服務設施」)。「承批人」執行任何此等「工程」之前，必須進行或達致進行完善調查及查詢，以核實「服務設施」的現況及水平位置，並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以待全面審批。直至「署長」以書面批准「工程」及上述建議書為止，「承批人」不得展開任何工程。此外，「承批人」應遵從及自費履行「署長」給予上述批准時就「服務設施」制訂的規定，包

括作出任何必要改道、重鋪或還原工程的費用。再者，「承批人」須自費以「署長」全面滿意的方式修理、修復及還原「工程」(明渠、污水管、雨水渠或總水管例外，除非「署長」另作決定，否則此等渠道應由「署長」修復，而「承批人」須在「政府」通知時支付有關費用)導致或引起「該地段」或其任何部分或「綠色範圍」或「該地段」或其任何部分和「綠色範圍」兩者或任何「服務設施」蒙受的損害、滋擾或阻礙。如「承批人」不在「該地段」或其任何部分或「綠色範圍」或「該地段」或其任何部分和「綠色範圍」兩者或任何「服務設施」執行此等必要的改道、重鋪、修理、修復及還原工程以致令「署長」滿意，「署長」可按其視為必要執行任何此等改道、重鋪、修理、還原或修復工程，「承批人」須在「政府」通知時支付有關費用。』

25.「批地文件」特別條款第(36)條訂明：

- 『(a)「承批人」應按「署長」視為需要，自費以「署長」滿意的方式在該地段邊界範圍內或「政府」土地上建造和維修排水渠及渠道，以截流及輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或「政府」雨水渠。倘此等暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償及需索，「承批人」必須承擔全責並向「政府」及其人員賠償。
- (b) 「署長」可執行接駁該地段任何排水渠及污水管至已鋪設及啟用之「政府」雨水渠及污水管的工程，而毋須就由此引致的任何損失或損害向「承批人」負責。「承批人」應在接獲通知時向「政府」支付此等接駁工程的費用。然而，「承批人」亦可自費以「署長」滿意的方式執行上述接駁工程。於該情況下，位於「政府」土地範圍內的上述接駁工程部分將由「承批人」自費維修。如「政府」發出通知，「承批人」應將此等工程移交「政府」，日後由「政府」自費維修。「承批人」並須在「政府」通知時支付上述接駁工程的技術審核費用。如「承批人」不按規定維修於「政府」土地範圍內建造的上述接駁工程部分，「署長」可按其視為必要執行相關的維修工程，「承批人」須在「政府」通知時支付此等工程的費用。』

26.「批地文件」特別條款第(39)條訂明：

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

備註：在本節中提及的「承批人」指「批地文件」內的「承批人」，在上下文義允許或要求之下，此詞含意包括他的遺囑執行人、遺產管理人及受讓人及(如在公司的情況下)其繼承人及受讓人。

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1. The Development is constructed on Inland Lot No. 9038 (the “lot”) which is held under the Conditions of Exchange No. 20170 dated 24 July 2012 (the “**Land Grant**”).

2. The lot is granted for a term of 50 years commencing from 24 July 2012.

3. General Condition No.4 of the Land Grant stipulates that:-

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

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

“(a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with these Conditions (as defined in General Condition No. 12 hereof) :

- (i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto; and
- (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
- (b) In the event of the demolition at any time during the tenancy of any building then standing on the Lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the Lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.”

5. General Condition No.8 of the Land Grant stipulates that:-

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

6. General Condition No.10 of the Land Grant stipulates that:-

“(a) Upon any failure or neglect by the Grantee to perform, observe or comply with any of these Conditions the Government shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works erected or to be erected on the lot or any such part thereof or any part of such buildings, erections or works and thereupon this Agreement and the rights of the Grantee hereunder shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of any of these Conditions.

(b) In the event of re-entry by the Government for or in respect of or arising out of the breach, non-observance or non-performance by the Grantee of the provisions of these Conditions, the Grantee shall not be entitled to any refund of the premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the land or any part thereof or any building or buildings erected or to be erected on the land or any part thereof or part of any such building or buildings or any amount expended by the Grantee in the preparation, formation or development of the lot or any part thereof or otherwise.”

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

“The Grantee acknowledges that as a the date of this Agreement, there are some buildings and structures existing on the lot and undertakes to demolish and remove at his own expense the said buildings and structures from the lot. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the said buildings and structures and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in

connection with the presence and subsequent demolition and removal of the said buildings and structures.”

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

“(a) The Grantee shall :

(i) within 72 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of the future public roads shown coloured green on PLAN I (hereinafter referred to as “the Green Area”); and

(II) provide and construct such bridges, tunnels, overpasses, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Green Area Structures”)

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

(ii) within 72 calendar months from the date of this Agreement (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 Green Area 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. (6) hereof.

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

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this

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Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.”

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

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

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

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

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

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

- (i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (5)(b) hereof and any other works which the Director may consider necessary in the Green Area;
- (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. The Grantee shall co-operate fully with the Government and also with the relevant public utility

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

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.

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

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

“The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.”

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

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

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

“(a) The Grantee shall at his own expense submit to the Director of Planning for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition. No superstructure works shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director of Planning and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (12) hereof.

- (b) (i) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director of Planning may require.
- (ii) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.

- (iii) Not less than 50% of the said 20% referred to in sub-clause (b)(ii) of this Special Condition (hereinafter referred to as “the Greenery Area”) shall be provided at such location or level as may be determined by the Director of Planning at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

- (iv) The decision of the Director of Planning on which landscaping works proposed by the Grantee constitutes the said 20% referred to in sub-clause (b)(ii) of this Special Condition shall be final and binding on the Grantee.

- (v) The Director of Planning at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.

- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan in all respects to the satisfaction of the Director of Planning and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director of Planning.

- (d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

- (e) The area or areas landscaped in accordance with this Special Condition shall, if so required by the Director, be designated as and form part of the Common Areas referred to in Special Condition No. (27)(a)(v) hereof.”

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

“(a) The Grantee shall within 72 calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director construct in the building or buildings erected or to be erected on the lot supports and connections to such specifications and at such points and levels and with such ramps, associated staircases and landings, escalators and lifts and such other structures as shall be required by the Director (which supports and connections together with the associated facilities are hereinafter collectively referred to as “the Future Footbridge Associated Structures”) for the purpose of receiving, connecting and supporting two proposed pedestrian footbridges of not less than 2 metres in width at the approximate positions firstly between the points marked P and Q and secondly between the points marked R and S respectively shown on PLAN I or at such other position as shall be designated by the Director (which said footbridges, if constructed, will be located at the approximate positions indicated on PLAN I and respectively marked “PROPOSED FOOTBRIDGE 1” and “PROPOSED FOOTBRIDGE 2” or at such other position as shall be designated by the Director (hereinafter referred to as “the Future Footbridges”)) so

that the Future Footbridges erected or to be erected from the adjoining or neighboring lots can be connected to the lot or any building or buildings erected thereon and that pedestrian access can be gained over the Future Footbridges into and from the Internal Pedestrian Walkway (as defined in Special Condition No. (17)(a) hereof).

- (b) In the event of the non-fulfilment of the Grantee's obligation under sub-clauses (a) and (d) of this Special Condition, the Government may carry out the necessary construction or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the right of entry and the right of carrying out works conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (c) The Grantee hereby indemnifies and shall keep indemnified Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair, maintenance and replacement or use of the Future Footbridge Associated Structures.
- (d) The Grantee shall, throughout the whole of the term hereby agreed to be granted, at his own expense manage and maintain the Future Footbridge Associated Structures in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (e) (i) Notwithstanding anything contained in these Conditions, the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, plant, machinery or motor vehicles shall upon reasonable prior notice being given to the Grantee have the right of unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon free of costs for any of the following purposes:
 - (I) designing and constructing the Future Footbridges and carrying out site investigation and survey necessary for their design and construction;

(II) connecting the Future Footbridges to the Future Footbridge Associated Structures (the said connections are hereinafter referred to as "the Connections"); and

(III) inspecting, managing, repairing, maintaining, demolishing, reconstructing and replacing the Connections and the Future Footbridges or any part or parts thereof.

- (ii) The Government, its officers, agents, contractors, workmen or duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (e)(i) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (iii) Without prejudice to the provisions of sub-clause (e)(i) of this Special Condition, the Grantee shall, if and when and for such period or periods as required by the Director at any time and from time to time, permit any Government lessee or tenant for the time being of all that piece or parcel of ground to which any of the Future Footbridges are connected (hereinafter referred to as "the Adjoining Owner"), his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them (hereinafter collectively referred to as "the Adjoining Owner's Authorized Persons") with or without tools, equipment, machinery or motor vehicles upon reasonable prior notice being given to the Grantee the right of unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon free of costs for any of the purposes set out in sub-clause (e)(i) of this Special Condition. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by the Adjoining Owner or the Adjoining Owner's Authorized Persons of the rights conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (f) There shall be excepted and reserved to the Government and the Adjoining Owner for the Future Footbridges the right of support from and the right of connection to the building or buildings erected or to be erected on the lot.
- (g) Upon demand by the Director, the Grantee shall by himself or through the manager appointed in accordance with the DMC (as defined in Special Condition No. (27)(a)(i) hereof) for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance, any regulations made thereunder and any amending legislation in respect of the lot at his own expense and in all respects to the satisfaction of the Director carry out all necessary

works as shall be required by the Director for the temporary closure of any opening in the building or buildings erected or to be erected on the lot so as to enable the Future Footbridges to be connected thereto and shall at his own expense carry out all necessary maintenance works for the temporary closure in all respects to the satisfaction of the Director.

- (h) For the avoidance of doubt, the Grantee acknowledges and agrees that the Government gives no warranty or guarantee, expressed or implied, that the Future Footbridges will be constructed or connected to the lot and the Government shall be under no liability whatsoever to the Grantee for any loss or damage howsoever arising in connection therewith or as a consequence thereof if the Future Footbridges will not be constructed or connected to the lot in the future.
- (i) (i) In the event of any redevelopment of the lot or any part thereof whereby the Future Footbridge Associated Structures or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be required by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new supports and connections for connecting to the Future Footbridges or any new footbridge that may be constructed in replacement of the Future Footbridges or a part or parts thereof with such design, specifications and materials and at such width, levels and positions and with such associated facilities as the Director shall approve or require.
- (ii) In the event that any new supports and connections and associated facilities are constructed under sub-clause (i)(i) of this Special Condition, all the references to "the Future Footbridge Associated Structures" in these Conditions shall be deemed to refer to the said new supports and connections."

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

- "(a) (i) The Grantee shall on or before the 30th day of September 2018 (or such other extended date or dates as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director provide and construct within the lot an internal pedestrian walkway (together with such escalators, passenger lifts, staircases, ramps, facilities for the disabled and such other structures as the Director in his absolute discretion may require) (hereinafter collectively referred to as "the Internal Pedestrian Walkway") so as to link up the Future Footbridges or such part thereof via the Future Footbridge Associated Structures or such part thereof as the Director may in his absolute discretion decide and the Grantee shall thereafter throughout the term hereby agreed to be granted manage and maintain at his own expense the Internal Pedestrian Walkway in good and substantial condition and repair in all respects to the satisfaction of the Director. The Grantee shall, before carrying out any work in relation to the construction of the Internal Pedestrian Walkway, submit drawings, designs and specifications of the Internal Pedestrian Walkway

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including a plan indicating the routing, location and levels of the Internal Pedestrian Walkway to the Director for his approval. The Grantee shall not carry out any works whatsoever in relation to the construction of the Internal Pedestrian Walkway until the Director shall have given his written approval to the drawings, designs, specifications and plan aforesaid, and the Grantee shall comply with any requirements as may be imposed by the Director. The Grantee shall maintain the Internal Pedestrian Walkway in accordance with the approved drawings, designs, specifications and plans aforesaid and shall not alter the same without the prior written consent of the Director.

- (ii) The decision of the Director as to whether the Internal Pedestrian Walkway is to link up the Future Footbridges or any of them via the Future Footbridge Associated Structures or any part thereof shall be in the absolute discretion of the Director.
- (iii) The decision of the Director referred to in sub-clause (a)(ii) of this Special Condition shall be notified in writing to the Grantee and shall be final and binding upon the Grantee.
- (b) Upon completion of the construction of the Internal Pedestrian Walkway and the Future Footbridge Associated Structures (as to which the decision of the Director shall be final and conclusive), the Grantee shall throughout the term hereby agreed to be granted keep the Internal Pedestrian Walkway and the Future Footbridge Associated Structures (or such part thereof as the Director may require or approve) illuminated and open for the use by the public 24 hours a day or for such other period of time as the Director may approve to pass and repass on foot or by wheelchair along, to, from, through and over the Internal Pedestrian Walkway and the Future Footbridge Associated Structures (or such part thereof as the Director may require or approve) free of charge and without any interruption.
- (c) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Internal Pedestrian Walkway and the Future Footbridge Associated Structures to the public for the right of passage.
- (d) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

- (e) The Internal Pedestrian Walkway shall be designated as and form part of the Common Areas referred to in Special Condition No. (27)(a)(v).
- (f) (i) In the event of any redevelopment of the lot or any part thereof whereby the Internal Pedestrian Walkway or any part or parts thereof are required to be demolished, the Grantee shall if required by the Director, within such time limit as may be imposed by the Director, at his own expense and in all respects to the satisfaction of the Director replace the same by the construction and completion of such new internal pedestrian walkway of such design, with such materials and at such width, level and position as the Director may approve or require.
- (ii) In the event that any new internal pedestrian walkway is constructed under sub-clause (f)(i) of this Special Condition, all the references to “the Internal Pedestrian Walkway” in these Conditions shall be deemed to refer to the said new internal pedestrian walkway.”

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

- “(a) Except with the prior written consent of the Director and subject to Special Condition No. (9) hereof and sub-clause (b) of this Special Condition, no building or structure or support for any building or structure may be erected or constructed on, above, within, under, below or over the area shown coloured pink stippled black on PLAN I (hereinafter referred to as “the Pink Stippled Black Area”) and the Pink Hatched Black Stippled Black Area (the Pink Stippled Black Area and the Pink Hatched Black Stippled Black Area are hereinafter collectively referred to as “the Footpath and Lay-bys Area”) except for the structures constructed or to be constructed in accordance with sub-clause (c) of this Special Condition.
- (b) Notwithstanding sub-clause (a) of this Special Condition, building or structure may be erected below the ground level of the Footpath and Lay-bys Area subject to the prior written approval of the Director. For the purpose of this Special Condition, the decision of the Director as to which level constitutes the ground level shall be final and binding upon the Grantee.
- (c) The Grantee shall :
 - (i) within 72 calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form the Footpath and Lay-bys Area;
 - (II) provide and construct such culverts, sewers, drains, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the said Structures”); and

(III) provide three lay-bys each measuring not less than 2.75 metres in width at the ground level of the Pink Stippled Black Area for the picking up and setting down of passengers from motor vehicles (including taxis);

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

- (ii) within 72 calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Footpath and Lay-bys Area and provide the same with such gullies, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
- (iii) at all times manage and maintain at his own expense the Footpath and Lay-bys Area together with the said Structures and all structures, surfaces, gullies, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director.
- (d) The Grantee shall at all reasonable times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (c) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition and any other works which the Director may consider necessary in the Footpath and Lay-bys Area.
- (e) In the event of the non-fulfilment of any of the Grantee’s obligations under sub-clause (c) of this Special Condition within the prescribed period stated therein or as required in an emergency, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (f) The Government, the Director, his officers, contractors and any other persons authorized by it or him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (c) of this Special Condition or the exercise of the rights by the Government under sub-clauses (d) and (e) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers and persons by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (g) The Grantee shall not use the Footpath and Lay-bys Area or any part or parts thereof for any purpose other than as lay-bys, vehicular access and pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods shall be stored within the Pink Stippled Black Area or any part or parts thereof. Subject to sub-clause (b) of this Special Condition, no goods or vehicles shall be stored or parked within the Pink Hatched Black Stippled Black Area.
- (h) (i) The Grantee shall, after the works referred to in sub-clauses (c)(i) and (c)(ii) of this Special Condition have been completed to the satisfaction of the Director, permit all members of the public at all times during day and night for all lawful purposes freely and without payment of any nature whatsoever to use the lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) and/or to exercise the right of vehicular access as permitted under sub-clause (h)(ii) of this Special Condition, and/or to pass and repass on foot or by wheelchair along, to, from, through and over the Footpath and Lay-bys Area.
- (ii) For the purpose of picking up and setting down of passengers from motor vehicles (including taxis) as stipulated in sub-clause (h)(i) of this Special Condition, the Grantee shall have the right of ingress or egress to or from the Pink Stippled Black Area for the passage of motor vehicles between the points X and Y through Z shown and marked on PLAN I.
- (iii) The Government or the Director or its authorized officers shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (h)(i) and (h)(ii) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (i) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (h)(i) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Footpath and Lay-bys Area or any part or parts thereof to the public for the right of passage.
- (j) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (h)(i) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1)

of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

- (k) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (14)(c) hereof, there shall not be taken into account the spaces provided with the lot in accordance with sub-clause (c)(i)(III) of this Special Condition.
- (l) The spaces provided within the lot in accordance with sub-clause (c)(i)(III) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (27)(a)(v) hereof."

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

- "(a) The Grantee shall on or before the date specified in Special Condition No. (10) hereof at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot a public open space which shall not be less than 450 square metres and shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials, in such design and with such equipment and facilities, including such facilities for the passage of wheelchairs, as may be required or approved by the Director (hereinafter referred to as "the Public Open Space").
- (b) No building works (other than demolition works and site formation works) shall commence on the lot until the location and design of the Public Open Space has been approved by the Director in writing.
- (c) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain and manage the Public Open Space in good and substantial repair and condition and keep the same in a safe, clean, neat, tidy and healthy condition in all respects to the satisfaction of the Director.
- (d) The Grantee shall after the completion of the construction of the Public Open Space in compliance with sub-clause (a) of this Special Condition permit all members of the public at all times during day and night or within such time as the Director may at his sole discretion require, for all lawful purposes to pass and repass on, along, over, by and through and to enjoy the Public Open Space freely and without payment of any nature whatsoever.
- (e) Except with the prior written approval of the Director, the Grantee shall allocate to the Public Open Space a number of undivided shares in the lot which in the opinion of the Director is appropriate in the DMC referred to in Special Condition No. (27) hereof.
- (f) Notwithstanding anything to the contrary herein contained, including without limitation the provisions of Special Condition No. (26) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Public Open Space or any part thereof and the undivided shares allocated

thereto or any part thereof or any interest therein or enter into any agreement so to do.

- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (d) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Open Space to the public for the right of passage.
- (h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (i) The Government shall be under no liability whatsoever to the Grantee in respect of any loss, damage, nuisance, disturbance, death or injury of whatsoever nature caused to or suffered by the Grantee arising out of or incidental to the use of the Public Open Space by members of the public under sub-clause (d) of this Special Condition and no claim shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance, disturbance, death or injury.
- (j) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, provision, use, repair, maintenance and management of the Public Open Space.
- (k) Prior to any assignment or disposal of the lot or any part thereof or any interest therein or any building or part of the building thereon or the entering into of any agreement so to do, the Grantee shall at his own expense execute and deliver to the Director a written guarantee in favour of the Government, whereby the Grantee unconditionally and irrevocably :
 - (i) guarantees the compliance with this Special Condition and the performance of his obligations under this Special Condition; and
 - (ii) indemnifies and shall keep indemnified the Government against all losses, damages, costs, charges, expenses and liabilities which may be incurred by the Government by reason of or arising out of any breach or non-performance of any of his obligations under this Special Condition.

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

- (l) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

19. Special Condition No. (21) of the Land Grant Stipulates that:-

- “(a) In addition to provision of the Public Open Space, the Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct, form and provide within the lot open space of not less than 825 square metres or such other area as may be approved by the Director (hereinafter referred to as “the Private Open Space”).
- (b) The Private Open Space shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction.
- (c) The Private Open Space shall not be used for any purpose other than recreational purposes for the common use and benefit of all the residents and occupants of the building or buildings erected or to be erected on the lot and their bona fide guests or visitors.
- (d) The Private Open Space shall be designated as and form part of the Common Areas referred to in Special Condition No. (27)(a)(v) hereof”

20. Special Condition No. (22) of the Land Grant Stipulates that:-

- “(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as “the Facilities”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (14)(c) hereof, subject to Special Condition No. (38)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculations.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as “the Exempted Facilities”):
- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (27)(a)(v) hereof;
- (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall

operate the Exempted Facilities to the satisfaction of the Director; and

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

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

- “(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (30) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development, or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the Lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.”

22. Special Condition No. (33) of the Land Grant Stipulates that:-

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

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

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

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

“The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as “the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installation being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area (hereinafter collectively referred to as “the Services”). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at this expense meet any requirements which may be imposed by the Director in respect of

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the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.”

Remarks : The “Grantee” as mentioned in this section means the Grantee under the Land Grant and where the context so admits or requires his executors, administrators and assigns and in case of a corporation its successors and assigns.

25.Special Condition No. (36) of the Land Grand Stipulates that:-

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

26.Special Condition No. (39) of the Land Grand 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.”

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

A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 說明
 - (a)「批地文件」特別條款第(5)(a)(i)條所載的「綠色範圍」及「綠色範圍構築物」。
 - (b)「批地文件」特別條款第(16)(a)條所載的「未來行人天橋附屬構築物」。
 - (c)「批地文件」特別條款第(17)條所載的「內部行人通道」。
 - (d)「批地文件」特別條款第(18)(a)條所載的「行人徑及停車處範圍」。
 - (e)「批地文件」特別條款第(20)(a)條所載的「公眾休憩用地」。
2. 公眾有權依據「批地文件」規定使用各項設施或休憩用地。

B. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施

1. 說明
 - (a)「批地文件」特別條款第(5)(a)(i)條所載的「綠色範圍」及「綠色範圍構築物」。
 - (b)「批地文件」特別條款第(16)(a)條所載的「未來行人天橋附屬構築物」。
 - (c)「批地文件」特別條款第(17)條所載的「內部行人通道」。
 - (d)「批地文件」特別條款第(18)(a)條所載的「行人徑及停車處範圍」。
 - (e)「批地文件」特別條款第(20)(a)條所載的「公眾休憩用地」。
2. 公眾有權依據「批地文件」規定使用各項設施或休憩用地。
3. 各項設施或休憩用地由「發展項目」內住宅物業的業主付費管理、運作或維修。各業主應透過攤付有關住宅物業的管理開支，按比例分擔各項設施或休憩用地的管理、運作或維修開支。(備註：關於「公眾休憩用地」，請參閱以下於H段列出的發展項目公契第10.17條。)

C. 根據批地文件規定須由該項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小

「批地文件」特別條款第(20)(a)條所載的「公眾休憩用地」面積須不小於450平方米。

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

不適用。

E. 顯示上述設施、休憩用地及土地中該等部分的位置的圖則

見本節最後之圖則。

F. 批地文件中關於上述A至D段所述的該等設施、休憩用地及土地中的該等部分的條文

- 1.「批地文件」特別條款第(5)條訂明：
『(a)「承批人」應：
 - (i) 在本「協議」訂立日後72個曆月內(或「署長」批准的其他較長期限內)，自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、定線和設計進行下列工程，全面令「署長」滿意：
 - (I) 在「圖則I」以綠色顯示的擬建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設及平整工程；及
 - (II) 提供和建造「署長」全權酌情規定的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「綠色範圍構築物」)；以便於「綠色範圍」建造建築物及供車輛和行人往來；
 - (ii) 在本「協議」訂立日後72個曆月內(或「署長」批准的其他較長期限內)，自費以「署長」滿意的方式在「綠色範圍」鋪設路面、建造路緣及渠道，並按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及
 - (iii) 自費維修「綠色範圍」和「綠色範圍構築物」及在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」的佔管權按照本文特別條款第(6)條交回「政府」為止。

(b) 如「承批人」不在指定期限內履行本特別條款(a)款所訂的「承批人」責任，「政府」可執行必要工程，費用由「承批人」承擔。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。

(c) 倘因「承批人」履行本特別條款(a)款所訂的「承批人」責任或「政府」行使本特別條款(b)款所訂權利等導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「署長」概毋須承擔任何責任，而「承批人」不可就此向「政府」或「署長」或其授權人員索償。』

2.「批地文件」特別條款第(6)條訂明：

『茲為執行本文特別條款第(5)條所述的必要工程，「承批人」將在本「協議」訂立日獲授予「綠色範圍」的佔管權。「承批人」應在「政府」通知時將「綠色範圍」交還「政府」，而於任何情況下「綠色範圍」亦會被視為已於「署長」發函說明「承批人」已以其滿意的方式全面履行此等「批地條款」當日交還「政府」。「承批人」佔管「綠色範圍」期間，應允許所有「政府」及公共車輛和行人於任何合理時間進出及通行「綠色範圍」，並確保不會因為執行本文特別條款第(5)條規定的工程等干預或阻礙此等通行權。』

3.「批地文件」特別條款第(7)條訂明：

『如非事前獲「署長」書面同意，「承批人」不得在「綠色範圍」儲物或搭建任何臨時構築物或作執行本文特別條款第(5)條所訂工程以外的任何其他用途。』

4.「批地文件」特別條款第(8)條訂明：

- 『(a)「承批人」佔管「綠色範圍」期間於所有合理時間：
- (i) 允許「署長」、其人員、承辦商及其授權的任何其他人等行使權利通行、進出、往返和行經該地段及「綠色範圍」，以便檢驗、檢查和監督任何遵照本文特別條款第(5)(a)條執行的任何工程，以及進行、檢驗、檢查和監督任何遵照本文特別條款第(5)(b)條執行的工程及「署長」認為有必要在「綠色範圍」實施的任何其他工程；
 - (ii) 允許「政府」及「政府」授權的相關公用事業公司行使權利按彼等需要通行、進出、往返及行經該地段及「綠色範圍」，以在「綠色範圍」或任何毗連土地內、上或下執行任何工程，其中包括但不限於鋪設及其後維修所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體(如有者)及其他服務。「承批人」應與「政府」及「政府」授權的相關公用事業公司充分合作，處理所有關乎擬於「綠色範圍」實施的任何上述工程之事項；及
 - (iii) 允許水務監督人員及彼等授權的其他人等有權按需要通行、進出、往返和行經該地段及「綠色範圍」，以執行任何關於運作、維修、修理、更換及更改「綠色範圍」其他水務裝置的工程。

(b) 如因「政府」、其人員、代理人、承辦商及根據本特別條款(a)款正式獲授權的其他人等或公用事業公司行使權利導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概毋須承擔責任。』

5.「批地文件」特別條款第(35)條訂明：

「承批人」時刻均須採取及達致採取所有完善和適當的護理、工藝及預防措施，其中尤以任何建造、維修、更新或修理工程（以下統稱「工程」）施工期間為要，藉以避免損壞、干擾或阻礙位於、貫穿、跨越或毗鄰「該地段」或其任何部分或「綠色範圍」或「該地段」或其任何部分和「綠色範圍」兩者的「政府」或其他現有排水渠、水道或渠道、總水管、道路、行人道、街道傢俬、污水管、明渠、水管、電纜、電線、公用服務設施或任何其他工程或裝置（以下統稱「服務設施」）。「承批人」執行任何此等「工程」之前，必須進行或達致進行完善調查及查詢，以核實「服務設施」的現況及水平位置，並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以待全面審批。直至「署長」以書面批准「工程」及上述建議書為止，「承批人」不得展開任何工程。此外，「承批人」應遵從及自費履行「署長」給予上述批准時就「服務設施」制訂的規定，包括作出任何必要改道、重鋪或還原工程的費用。再者，「承批人」須自費以「署長」全面滿意的方式修理、修復及還原「工程」（明渠、污水管、雨水渠或總水管例外，除非「署長」另作決定，否則此等渠道應由「署長」修復，而「承批人」須在「政府」通知時支付有關費用）導致或引起「該地段」或其任何部分或「綠色範圍」或「該地段」或其任何部分和「綠色範圍」兩者或任何「服務設施」蒙受的損害、滋擾或阻礙。如「承批人」不在「該地段」或其任何部分或「綠色範圍」或「該地段」或其任何部分和「綠色範圍」兩者或任何「服務設施」執行此等必要的改道、重鋪、修理、修復及還原工程以致令「署長」滿意，「署長」可按其視為必要執行任何此等改道、重鋪、修理、還原或修復工程，「承批人」須在「政府」通知時支付有關費用。』

6. 「批地文件」特別條款第(16)條訂明：

『(a)「承批人」須在本「協議」訂立日後72個曆月內（或「署長」批准的其他較長期限內），自費以「署長」全面滿意的方式，按照「署長」指定的規格、位置和樓層，在現已或將會建於該地段一座或多座建築物內建造支承件及連接段，連同「署長」指定的斜路、相關樓梯及樓梯平台、自動扶梯和升降機及其他構築物（此等支承件及連接段連同相關設施以下統稱「未來行人天橋附屬構築物」），以銜接、連接及支撐兩條擬建的行人天橋，即最少2米闊而第一約略位於「圖則I」分別註明為P與Q位置之間及第二約略位於「圖則I」分別註明為R與S位置之間或「署長」指定的其他位置（上述如建造的行人天橋將會約略位於「圖則I」顯示並註明為「PROPOSED FOOTBRIDGE 1」及「PROPOSED FOOTBRIDGE 2」的位置或「署長」指定的其他位置（以下簡稱「未來行人天橋」）），從而由毗鄰或鄰近地段現已或將會興建的「未來行人天橋」可以連通該地段或建於該處的任何一座或多座建築物，而行人可取道「未來行人天橋」出入「內部行人通道」（釋義以本文特別條款第(17)(a)條所訂為準）。

(b) 如「承批人」不履行本特別條款(a)及(d)款所訂的「承批人」責任，「政府」可執行必要的建造或維修工程，費用由「承批人」承擔。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。為執行上述工程，「政府」、其人員、代理人、承辦商、

工人或其他正式授權人員均享有自由及不間斷權利，可於任何合理時間進入該地段或其任何部分或現已或將會建於該地段的任何一座或多座建築物。倘因「政府」、其人員、代理人、承辦商、工人或其他正式授權人員行使本款所賦予的出入權及執行工程的權利而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理人、承辦商、工人或其他正式授權人員毋須承擔任何責任。「承批人」不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。

(c) 倘「承批人」、其傭僕、工人及承辦商因應建造、改建、修理、維修、更換或使用「未來行人天橋附屬構築物」而作出或遺漏不作出任何行為，導致「政府」、其人員、代理人、承辦商、工人或其正式授權的其他人士招致或蒙受任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」將向「政府」、其人員、代理人、承辦商、工人或其正式授權的其他人士作出賠償並確保其免責。

(d) 「承批人」應在本文協定批授的整個年期內自費管理和維修「未來行人天橋附屬構築物」，以保持其修繕及狀況良好，全面令「署長」滿意。

(e) (i) 儘管此等「批地條款」有任何規定，「政府」、其人員、代理人、承辦商、工人或其他正式獲授權人員均有不受限制的權利，在事前向「承批人」發出合理通知後，不論攜帶工具、設備、機器、機械或駕車與否，免費通行、進出、往返及行經該地段或其任何部分和現已或將會建於該地段的一座或多座建築物，以作下列事宜：

(I) 設計和建造「未來行人天橋」及相關的必要地盤勘察及測量工程；

(II) 接駁「未來行人天橋」至「未來行人天橋附屬構築物」（上述連接段以下簡稱「連接段」）；及

(III) 檢查、管理、修理、維修、拆卸、重建及更換「連接段」及「未來行人天橋」或其任何一個或多個部分。

(ii) 如因為或鑒於「政府」、其人員、代理人、承辦商、工人或正式獲授權人員行使本特別條款(c)(i)款賦予的權利而使「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理人、承辦商、工人或正式獲授權人員概毋須就此承擔責任，「承批人」亦不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。

(iii) 茲毋損本特別條款(c)(i)款的規定，假如及當「署長」隨時及不時規定時，「承批人」須在「署長」指定的一個或多個時期允許任何「未來行人天橋」連接的所有一幅或一塊土地之現任「政府」承租人或租戶（以下簡稱「毗鄰業主」）、其正授權人員、承辦商、彼等之工人及授權的任何其他人等（以下統稱「毗鄰業主授權人員」），不論攜帶工具、設備、機器

或駕車與否，在事前向「承批人」發出合理通知後，擁有不受限制權力免費通行、進出、往返及行經該地段或其任何部分或現已或將會建於該地段的一座或多座建築物，以作本特別條款(c)(i)款訂明的用途。倘因「毗鄰業主」或「毗鄰業主授權人員」行使本款賦予的權利而使「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理人、承辦商、工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」亦不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。

(f) 「政府」及「毗鄰業主」現就「未來行人天橋」獲特別保留權利從現已或將會建於該地段一座或多座建築物獲得支撐及有權接駁至該處。

(g) 「承批人」應在「署長」通知時自行或透過根據「公契」（釋義以本文特別條款第(27)(a)(i)條所訂為準）任命的該地段現任管理人或根據《建築物管理條例》、其任何附屬規例及任何修訂法例成立的「業主立案法團」，自費以「署長」全面滿意的方式執行「署長」指定的所有必要工程，暫時關閉現已或將會建於該地段的一座或多座建築物的通道口，以便在該處接駁「未來行人天橋」，並且自費進行暫時關閉上述通道口的相關維修工程，以令「署長」全面滿意。

(h) 為免存疑，「承批人」現確認及同意，「政府」並不明示或暗示承諾或保證必會在該地段建造或接駁「未來行人天橋」，倘因日後「未來行人天橋」的接駁事宜或因不在該地段建造或接駁「未來行人天橋」而令「承批人」招致或蒙受任何損失或損害，「政府」毋須向「承批人」承擔任何責任。

(i) (i) 如該地段或其任何部分進行任何重建工程，以致需要拆卸「未來行人天橋附屬構築物」或當中任何部分，「承批人」須在「署長」規定的期限內，自費以「署長」滿意的方式，按「署長」批准或規定的設計、規格、物料、闊度、樓層及位置和相關設施建造及完成新的支承件及連接段以作替代，以便接駁「未來行人天橋」或日後建造以取代「未來行人天橋」或其任何一個或多個部分的新行人天橋。

(ii) 倘建造本特別條款(i)(i)款所載的新支承件及連接段和相關設施，此等「批地條款」中「未來行人天橋附屬構築物」一詞將被視為指上述的新支承件及連接段。

7. 「批地文件」特別條款第(17)條訂明：

『(a)(i) 「承批人」應在2018年9月30日或之前（或「署長」批准的其他較長期限內），自費以「署長」全面滿意的方式在該地段提供和建造一條內部行人通道（連同自動扶梯、載客升降機、樓梯、斜路、傷殘人士設施及「署長」全權酌情指定的其他構築物）（以下統稱「內部行人通道」），以按「署長」全權酌情決定，透過「未來行人天橋附屬構築物」或其任何部分連接「未來行人天橋」或其任何部分。其後，「承批人」須在

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本文協定批授的整個年期內自費管理和維修「內部行人通道」，以保持其修繕及狀況良好，全面令「署長」滿意。「承批人」展開任何關乎建造「內部行人通道」工程之前，必須向「署長」提交「內部行人通道」的圖紙、設計及規格以供批核，包括顯示「內部行人通道」走線、位置及樓層的圖則。直至「署長」以書面批核上述圖紙、設計、規格及圖則，「承批人」不得執行任何關乎建造「內部行人通道」的工程，此外並須遵從「署長」制訂的任何規定。「承批人」維修「內部行人通道」時應依照上述核准圖紙、設計、規格及圖則，如非事前獲「署長」書面同意不得更改。

- (ii) 「署長」可全權酌情決定「內部行人通道」日後是否透過「未來行人天橋附屬構築物」或其任何部分連接各「未來行人天橋」或當中任何一條。
- (iii) 「署長」將以書面通知「承批人」本特別條款(a)(ii)款所載的決定，有關決定將作終論並對「承批人」約束。
- (b) 「內部行人通道」及「未來行人天橋附屬構築物」建成後（「署長」作出的有關決定將作終論），「承批人」應在本文協定批授的整個年期內保持「內部行人通道」及「未來行人天橋附屬構築物」（或「署長」指定或批准的任何部分）照明充足，並每日24小時或於「署長」批准的其他時段開放，以便公眾免費及暢通無阻地步行或坐輪椅通行及再通行、進出、往返及行經「內部行人通道」及「未來行人天橋附屬構築物」（或「署長」指定或批准的任何部分）。
- (c) 現明確協議、聲明和訂明，儘管「承批人」被施予本特別條款(b)款所載的責任，「承批人」並無意而「政府」亦無同意將「內部行人通道」及「未來行人天橋附屬構築物」劃為公眾通道。
- (d) 現明確協議及聲明，本特別條款(b)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物（規劃）規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免存疑，「承批人」現明確放棄基於或鑒於《建築物（規劃）規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (e) 「內部行人通道」將劃入特別條款第(27)(a)(v)條訂明的「公用地方」一部分。
- (f) (i) 如該地段或其任何部分進行任何重建以致需要拆卸「內部行人通道」或其任何一個或多個部分，「承批人」須應「署長」要求，在「署長」規定的期限內，自費以「署長」全面滿意的方式，按「署長」批准或規定的設計、物料、闊度、樓層及位置建造和完成新的內部行人通道以作替代。
- (ii) 倘根據本特別條款(f)(i)款建造新的內部行人通道，此等「批地條款」中「內部行人通道」一詞將被視為指上述的新建內部行人通道。」

8. 「批地文件」特別條款第(18)條訂明：

『(a) 除非事前獲「署長」書面同意並且遵從本文特別條款第(9)條及本特別條款(b)款之規定，否則「圖則I」以粉紅色加黑點顯示的地方（以下簡稱「粉紅色加黑點範圍」）及「粉紅色間黑斜線加黑點範圍」（「粉紅色加黑點範圍」及「粉紅色間黑斜線加黑點範圍」以下統稱「行人徑及停車處範圍」）內、上、下、其下或其上不得搭建或建造任何建築物或構築物的建築、結構或支承結構，但現已或將會依照本特別條款(c)款建造者除外。

(b) 儘管有本特別條款(a)款之規定，如事前獲「署長」書面批准，可於「行人徑及停車處範圍」地面以下興建建築物或構築物。於本特別條款而言，「署長」就何謂地面水平所作的決定將作終論並對「承批人」約束。

(c) 「承批人」應：

(i) 在本「協議」訂立日後72個曆月內（或「署長」批准的其他較長期限內），自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、定線和設計進行下列工程，以全面令「署長」滿意：

(I) 在「行人徑及停車處範圍」進行鋪設及平整工程；

(II) 提供及建造「署長」全權酌情指定的下水道、污水管、排水渠、行人路、道路或其他構築物（以下統稱「該構築物」）；及

(III) 在「粉紅色加黑點範圍」地面提供三個停車處，每個最少闊2.75米，供車輛上落乘客（包括的士）；

以便車輛和行人往來「行人徑及停車處範圍」；

(ii) 於本「協議」訂立日後72個曆月內（或「署長」批准的其他較長期限內），自費以「署長」滿意的方式在「行人徑及停車處範圍域」鋪設路面、建造路緣及渠道，以及按「署長」要求為此等設施提供溝渠、消防栓連接駁總喉的水管、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器；及

(iii) 時刻自費管理和維修「行人徑及停車處範圍」連同「該構築物」及在該處建造、安裝及提供之所有構築物、路面、溝渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意。

(d) 「承批人」必須允許「署長」、其人員、承辦商、彼等的工人及「署長」授權的任何其他人等在所有合理時間不論攜帶工具、設備、機器或駕車與否，擁有自由和不受限制權利通行、進出、往返及行經該地段，以便檢驗、檢查和監督任何遵照本特別條款(c)款執行的任何工程，以及進行、檢驗、檢查和監督任何遵照本特別條款(e)款執行的工程及「署長」認為有必要在「行人徑及停車處範圍」實施的其他工程。

(e) 如「承批人」不履行本特別條款(c)款所訂在指定時期或緊急情況下所須的任何「承批人」責任，「政府」可執行必要工程，費用由「承批人」承擔。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。

(f) 如因「承批人」履行本特別條款(c)款所訂的「承批人」責任或「政府」行使本特別條款(d)及(e)款所訂權利等導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」、其人員、承辦商或獲其正式授權的其他人員概毋須就此承擔任何責任，而「承批人」概不可就此向「政府」或「署長」或其授權人員及人等索償。

(g) 「行人徑及停車處範圍」或其任何一個或多個部分除作停車處、車輛出入通道和行人步行或輪椅通道或「署長」全權酌情批准的其他用途外，不可被「承批人」用作任何其他用途，此外亦不可在「粉紅色加黑點範圍」或其任何一個或多個部分儲存貨物。遵從本特別條款(b)款之規定，「粉紅色間黑斜線加黑點範圍」不可儲存貨物或停泊車輛。

(h) (i) 本特別條款(c)(i)及(c)(ii)款訂明的工程以「署長」滿意的方式完竣後，「承批人」不論日夜均應時刻允許任何公眾自由及完全免費地使用停車處上落車輛乘客（包括的士），及/或行使本特別條款(h)(ii)款許可的車輛通行權，及/或步行或乘坐輪椅通行及再通行、進出、往返及行經「行人徑及停車處範圍」，以作所有合法用途。

(ii) 關於本特別條款(h)(i)款訂明車輛（包括的士）可上落乘客，「承批人」享有進出及往來通行「粉紅色加黑點範圍」的權利，以便經由「圖則I」顯示並註明為Z點之處，在「圖則I」顯示並註明為X及Y點之間上落車輛乘客。

(iii) 倘因「承批人」履行本特別條款(h)(i)及(h)(ii)款所訂之「承批人」責任導致或連帶「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」或「署長」或其授權人員概毋須承擔任何責任，而「承批人」概不可就此等損失、損害、滋擾或騷擾向「政府」或「署長」或其授權人員索償。

(i) 現明確協議、聲明及訂明，儘管「承批人」被施予本特別條款(h)(i)款所載的責任，「承批人」並無意而「政府」亦無同意將「行人徑及停車處範圍」或其任何一個或多個部分劃為公眾通道。

(j) 現明確協議及聲明，本特別條款(h)(i)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物（規劃）規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免存疑，「承批人」現明確放棄基於或鑒於《建築物（規劃）規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。

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- (k) 計算本文特別條款第(14)(c)條所訂的樓面總面積時，根據本特別條款(c)(i)(III)款於該地段提供的空間不會計算在內。
- (l) 根據本特別條款(c)(i)(III)款於該地段提供的空間將劃入特別條款第(27)(a)(v)條訂明的「公用地方」一部分。』

9. 「批地文件」特別條款第(20)條訂明：

- 『(a) 「承批人」應在本文特別條款第(10)條指定的日期或之前，自費以「署長」全面滿意的方式，在該地段興建、建造及提供面積不小於450平方米的公眾休憩用地（以下簡稱「公眾休憩用地」）。「公眾休憩用地」須按「署長」指定或批准的方式、物料、設計於指定選址平整、保養、園景美化、種植樹木、處理及提供，並須設有「署長」指定或批准的設備和設施，包括輪椅通道設施。
- (b) 直至「公眾休憩用地」的選址及設計獲「署長」書面批准，該地段不得展開任何建築工程（拆卸工程及地盤平整工程除外）。
- (c) 「承批人」應在本文協定批授的整個年期內自費保養、維修和管理「公眾休憩用地」，以保持其修繕及狀況良好和安全、整潔、井然及健康，全面令「署長」滿意。
- (d) 「公眾休憩用地」的建造工程遵照本特別條款(a)款規定完竣後，「承批人」須每天日夜所有時間或在「署長」全權酌情指定的時段允許任何公眾自由及完全免費地通行及再通行、進出、往返、行經及享用「公眾休憩用地」，以作所有合法用途。
- (e) 除非事前獲「署長」書面批准，否則「承批人」應分配「署長」認為按照本文特別條款第(27)條所載「公契」屬適當數額的該地段不分割份數予「公眾休憩用地」。
- (f) 儘管本文另有相反規定，包括但不限於本文特別條款第(26)條的規定，「承批人」不可轉讓、按揭、押記、租讓、分租、出讓或以其他方式處置「公眾休憩用地」或其任何部分及相關的不分割份數或當中任何部分或相關權益又或設置產權負擔，又或就此訂立任何協議。
- (g) 現明確協議、聲明及訂明，儘管「承批人」被施予本特別條款(d)款所載的責任，「承批人」並無意而「政府」亦無同意將「公眾休憩用地」劃為公眾通道。
- (h) 現明確協議及聲明，本特別條款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物（規劃）規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免存疑，「承批人」現明確放棄基於或鑒於《建築物（規劃）規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。

- (i) 倘因公眾根據本特別條款(d)款使用「公眾休憩用地」導致或連帶「承批人」招受或蒙受任何損失、損害、滋擾、騷擾、死亡或損傷，「政府」概毋須就此向「承批人」承擔任何責任，「承批人」不可就此等損失、損害、滋擾、騷擾、死亡或損傷向「政府」索償。
 - (j) 倘「承批人」、其傭僕、工人及承辦商因應建造、提供、使用、修理、維修和管理「公眾休憩用地」而作出或遺漏不作出任何行為，導致「政府」、其人員、代理人、承辦商、工人或其正式授權的其他人士招致或蒙受任何責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」將向「政府」、其人員、代理人、承辦商、工人或其正式授權的其他人士作出賠償並確保其免責。
 - (k) 「承批人」轉讓或出讓該地段或其任何部分或當中任何權益或建於該處的任何建築物或建築物部分又或訂立相關協議之前，必須自費簽訂以「政府」為受益方的擔保書並交付「署長」，訂明「承批人」無條件及不可撤回地：
 - (i) 保證遵從本特別條款的規定並履行本特別條款訂明其應有的責任；及
 - (ii) 倘因「承批人」違反或不履行本特別條款訂明其應有的任何責任導致或引致「政府」蒙受任何損失、損害、費用、收費、開支及責任，則向「政府」作出賠償並確保其免責。
- 擔保書將遵從香港法律並採取「署長」批准的格式。

- (l) 就本特別條款而言，「承批人」一詞並不包括其受讓人。」

G. 撥出私人地方供公眾使用的契據中關於上述A至D段所述的該等設施、休憩用地及土地中的該等部分的條文

不適用。

H. 指明住宅物業的每一公契中關於上述A至D段所述的該等設施、休憩用地及土地中的該等部分的條文

1. 「發展項目」的《公契及管理協議》（「公契」）第1.1條訂明：

『於「本公契」內，除上下文意另行允許或規定外，以下詞語將具以下釋義：

…

「毗鄰業主」

指任何未來行人天橋現已或將會連接的所有該幅或該塊土地之現任政府土地租戶或承租人；

「公用地方及設施」

指「發展項目公用地方及設施」、「住宅公用地方及設施」及「市集大樓公用地方及設施」。

「發展項目」

指在該土地上已建或正在興建已稱或擬稱為「My Central」的整個發展項目，包括住宅樓宇、商業樓宇、市集大樓、公眾休憩用地和公用地方及設施，以及在該土地之內、之下、之上或上方安裝或提供給發展項目或其中任何部分使用的一切構築物、設施及服務，在不限制上述一般適用範圍下，包括在發展項目之內或之上的一切機器及設備和供發展項目使用的所有樓梯、升降機、電纜、管道、排水渠及污水渠；

「發展項目公用地方及設施」

指及包括：

- (a) 「該土地」及「發展項目」內擬供「發展項目」整體公用與共享的地方及設施，包括「行人徑及停車處範圍」、「未來天橋附屬構築物」、「綠化區域」（只要構成「發展項目公用地方及設施」一部分）、「內部行人通道」、公共天線廣播分導室、走廊、管道、電線管道、電錶房、電氣房、緊急發電機房、自動扶梯、外牆（「市集大樓」、「商業樓宇」及「住宅樓宇」外牆除外）、消防控制中心、消防灑水器控制閥房、平台（不構成任何「單位」一部分）、燃料缸房、高壓電纜引入系統、高壓電掣房、升降機、升降機大堂、升降機井、升降機槽、低壓電掣房、主檢查儀錶及水錶房、水管槽、花槽（不包括構成「公眾休憩用地」一部分的花槽）、食水及沖廁水缸和泵房、垃圾及物料回收房、防煙間、樓梯、電訊及廣播設備管道、電訊及廣播設備室、煤氣管槽、變壓器房、樹坑、水錶櫃；及 …

「行人徑及停車處範圍」

指「政府批地書」特別條款第(18)(a)條所載的「行人徑及停車處範圍」，現於「公契」圖則中的地下高層平面圖顯示並分別註明為“FOOTPATH”及“LAY-BY”以資識別，並且包括在該處提供和建造的下水道、污水管、排水渠、行人路、道路或其他構築物；

「未來行人天橋」

指政府批地書特別條款第(16)(a)條所載的未來行人天橋；

「未來行人天橋附屬構築物」

指「政府批地書」特別條款第(16)(a)條所載的「未來行人天橋附屬構築物」，現於「公契」圖則中的一樓及二樓平面圖以綠色加黑點顯示以資識別；

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

「綠色範圍」

指「政府批地書」特別條款第(5)(a)(i)(I)條所載的「綠色範圍」，即「政府批地書」所夾附圖則以綠色顯示的範圍，連同橋、隧道、上跨路、下跨路、下水道、高架橋、行車天橋、行人路、道路或「地政總署署長」全權酌情為必要的其他構築物；

「內部行人通道」

指「政府批地書」特別條款第(17)條所載釋義的「內部行人通道」及現於「公契」圖則中的一樓平面圖以綠色顯示以資識別；

「管理開支」

指遵照「本公契」管理「該土地」及「發展項目」(為免存疑，不包括「公眾休憩用地」)而招致或將會招致之所有必要及合理開支、費用和收費；

「管理人」

於「本公契」指「公契管理人」或現時獲任命管理「發展項目」(不包括「公眾休憩用地」)的任何其他人士；

「公眾休憩用地」

指「政府批地書」特別條款第(20)(a)條所載的「公眾休憩用地」，現於「公契圖則」中的低層地下、地下、上層地下平面圖以粉紅色顯示，以資識別。

「住宅公用地方及設施」

指及包括：
(a) 「該土地」及「發展項目」內只供「住宅樓宇」整體專用的地方及設施，包括「會所」、「幕牆」、「私人休憩用地」、空調機平台(不構成任何「單位」一部分)、排風管、走廊、公共天線廣播分導室、電錶櫃、「發展項目」二樓及以上外牆(構成「市集大樓」及「未來行人天橋附屬構築物」一部分者除外)、超低電壓房、電線槽、電氣房、風機房、濾水裝置機房、消防水泵房、平台(不構成任何「單位」一部分)、喉輓、草地、升降機、升降機大堂、升降機機房、升降機槽、管理處、水管槽、花槽、食水及沖廁水缸和泵房、鋼筋混凝土調壓池、垃圾及物料回收房、空中花園、防煙間、灑水器水泵房、樓梯、樓梯增壓及釋氣風機房、1及2號樓梯增壓風機房、電訊設施、煤氣管槽、檢查水錶、水錶櫃；及 ...

...

2. 「公契」第3.1(a)條訂明：

『只要「第一業主」仍實益擁有任何「不分割份數」，便可行使絕對及不受束縛的權利，隨時及不時全權酌情，按其視為恰當作出以下所有或任何行為或事項，以及行使以下所有或任何權利：

(a) 有權進行「未來行人天橋附屬構築物」的更改或其他工程，然而：

(i) 行使本項權利概不可干預任何「業主」持有、使用、佔用與享用其「單位」之權利，亦不可無理妨礙或限制其「單位」的出入通行權；

(ii) 必須遵照法律及「政府批地書」規定向所有相關主管當局申領所有必要的許可或同意；

(iii) 「第一業主」應獨力承擔申領以上第(ii)段所訂許可或同意應繳的收費或費用，以及執行更改或其他工程的開支；

(iv) 其他「業主」毋須因為「第一業主」行使上述權利而額外承擔或支付「本公契」訂明的管理費或其他費用、開支或攤付供款；

(v) 「第一業主」行使本條賦予的權利之前，必須向受影響的「住宅單位」「業主」發出合理的事前書面通知；及

(vi) 「第一業主」應盡量避免對其他「業主」構成滋擾，如因其行使本條項下權利造成任何損害則須其自費修復。

...

儘管前文另有相反規定，「第一業主」行使前述的權利和特權不得干預其他「業主」持有、使用、佔用及享用其「單位」之權利，亦不可妨礙或限制其「單位」的出入通行權。』

3. 「公契」第4.6條訂明：

『年度預算須涵蓋「公用地方及設施」和「綠色範圍」(直至「綠色範圍」的佔管權交還「政府」為止)的「管理開支」。在不限制上述一般適用範圍下，包括：

...

(d) 為「發展項目」(為免存疑，不包括「公眾休憩用地」)提供保安員服務和僱用管理員、看守人、清潔工、升降機操作員、服務員、會所職員、管理人員、園丁及其他職員管理與管治「公用地方及設施」的費用；

...

(f) 「政府批地書」規定應付的「政府」地租(若沒有對個別單位作出分配或獨立評估，而且不包括「公眾休憩用地」應繳的地租)；

...

(k) 清除與處理「發展項目」(為免存疑，不包括「公眾休憩用地」)的垃圾費用；

...

(o) 遵照「本公契」及/或「政府批地書」規定修理、保養及管理「綠色範圍」的費用。

...

4. 「公契」第4.7(a)條訂明：

『年度預算須劃分為下列部分：

(a) 第1部分須涵蓋「管理人」認為(除非有明顯錯誤，「管理人」的決定是不可推翻的)供全體「業主」享用或妥善管理「該土地」及「發展項目」、「發展項目公用地方及設施」和「綠色範圍」所需的一切開支；及

...

5. 「公契」第5.1條訂明：

根據《建築物管理條例》規定，「管理人」負責「該土地」及「發展項目」(於本條不包括「公眾休憩用地」)的管理，任期為不超過「本公契」之日起初期2年，並在其後繼續任職至按「本公契」第4.1條終止職務。每位「業主」特此不可撤銷地委任「管理人」作為全體「業主」的代理人，按「本公契」的規定正式獲授權處理涉及「公用地方及設施」的任何事宜，受《建築物管理條例》規限，「管理人」獲授權代表全體「業主」按「本公契」行事。除了「本公契」明文規定的其他權力外，「管理人」有權作出與「該土地」及「發展項目」和其管理有關及必要的一切行為及事情，在任何方面不限制上述一般適用範圍下，特別是：

...

然而「管理人」不會被視作或當作已接手管理「公眾休憩用地」，有關職責歸屬「公眾休憩用地」的「業主」。』

6. 「公契」第5.2(i)條訂明：

『在不限制本文賦予「管理人」的其他權力的一般適用範圍下，「管理人」具有權力：

...