# SALES BROCHURE 售 樓 説 明 書



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

#### 4. Property area and its surroundings

• Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the

- Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property<sup>2</sup>. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.
- <sup>2</sup> According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following:
- (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.

#### 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 –
- 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 show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.

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

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

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

- Check the estimated material date<sup>3</sup> for the development in the sales brochure
- The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is 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.
- <sup>3</sup> Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

#### 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

1 ux . 2370 7370

#### 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

您在購置一手住宅物業之前,應留意下列事項:

#### 適用於所有一手住宅物業

#### 1. 重要資訊

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

#### 2. 費用、按揭貸款和樓價

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

#### 3. 價單、支付條款,以及其他財務優惠

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

上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。

#### 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和內部尺寸²。售樓說明書所 提供有關住宅物業外部和內部的尺寸,不會把批盪和裝飾物料包 括在內。買家收樓前如欲購置家具,應留意這點。
- 親臨發展項目的所在地實地視察,以了解有關物業的四周環境 (包括交通和社區設施);亦應查詢有否任何城市規劃方案和 議決,會對有關的物業造成影響;參閱載於售樓說明書內的位置 圖、鳥瞰照片、分區計劃大綱圖,以及橫截面圖。
- <sup>2</sup> 根據條例附表1第1部第10 (2) (d) 條述明,售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項:
- (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。

#### 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,關於相當可能對享用有關住宅物 業造成重大影響的事宜的資料。請注意,已在土地註冊處註冊 的文件,其內容不會被視為「有關資料」;
- 横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横截面,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。
- 有關的訂金,應付予負責為所涉物業擔任保證金保存人的律師事務所。

#### 10. 表達購樓意向

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

#### 11. 委託地產代理

留意倘賣方委任一個或多於一個地產代理,以協助銷售其發展項目內任何指明住宅物業,該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/名稱。

- · 您可委託任何地產代理(不一定是賣方所指定的地產代理),以 協助您購置發展項目內任何指明住宅物業;您亦可不委託任何地 產代理。
- · 委託地產代理以物色物業前,您應該 —
- 了解該地產代理是否只代表您行事。該地產代理若同時代表賣 方行事,倘發生利益衝突,未必能夠保障您的最大利益;
- 了解您須否支付佣金予該地產代理。若須支付,有關的佣金金 額和支付日期為何;以及
- 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問,應要求該地產代理或營業員出示其「地產代理證」,或瀏覽地產代理監管局的網頁(網址:www.eaa.org.hk),查閱牌照日錄。

#### 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

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

#### 14. 示範單位

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

### 適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

#### 15. 預計關鍵日期及收樓日期

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

#### 適用於一手已落成住宅物業

#### 16. 賣方資料表格

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

#### 17. 參觀物業

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

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

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

#### 其他相關聯絡資料:

#### 消費者委員會

網址: www.consumer.org.hk

電話:2929 2222

電郵: cc@consumer.org.hk

傳真: 2856 3611

#### 地產代理監管局

網址: www.eaa.org.hk

電話:2111 2777

電郵: enquiry@eaa.org.hk

傳真: 2598 9596

#### 香港地產建設商會

電話: 2826 0111 傳真: 2845 2521

#### 運輸及房屋局

一手住宅物業銷售監管局

2017年8月

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

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

93 Pau Chung Street, 20, 22, 24, 26, 28, 30 and 32 San Shan Road\*

The Development consists of one multi-unit building

#### Total Number of Storeys of the multi-unit building

28 storeys (including B/F, excluding Roof /Plant Room, Lift Machine Room and Upper Roof)

The Floor Numbering in the multi-unit building as provided in the approved building plans for the Development B/F, G/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-30/F, Roof / Plant Room, Lift Machine Room, Upper Roof

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

#### Refuge Floor of the multi-unit building

Located at the Roof

### Estimated Material Date for the Development as provided by the Authorized Person for the Development 30th November 2018

The Estimated Material Date is subject to any extension of time that is permitted under the agreement for sale and pruchase.

Under the land grant, the consent of the Director of Lands is required to be given for the 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).

\* The above provisional street numbers are subject to confirmation from the Rating and Valuation Department when the Development is completed.

#### 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

炮仗街93號,新山道20,22,24,26,28,30及32號\*

#### 發展項目包含一幢多單位的建築物

#### 該幢多單位建築物的樓層的總數

28層(包括地庫,不包括天台/機房、升降機機房及上層天台)

#### 發展項目的經批准的建築圖則所規定的該幢多單位建築物內的樓層號數

地庫、地下、一樓至三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至三十樓、天台/機房、升降機機房、 上層天台

#### 有不依連續次序的樓層號數的該幢多單位建築物內被略去的樓層號數

四樓、十三樓、十四樓及二十四樓

#### 該幢多單位建築物內的庇護層

設於天台

#### 由發展項目的認可人士提供的該項目的預計關鍵日期

2018年11月30日

預計關鍵日期是受到買賣合約所允許的任何延期所規限約。

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

\*上述臨時門牌號數有待差餉物業估價署在發展項目建成時確認。

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

#### Vendor

Urban Renewal Authority (as "Owner") Winstead Limited (as "Person so Engaged")

#### Remarks:

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

#### Holding Company of the Vendor (Urban Renewal Authority)

Not Applicable

#### **Holding Company of the Vendor (Winstead Limited)**

Lai Sun Development Company Limited, Peak Glory Limited

#### **Authorized Person for the Development**

Mr. Zhou Xiaodong, Raymond

### The Firm or Corporation of which an Authorized Person for the Development is a Proprietor, Director or Employee in His or Her Professional Capacity

Andrew Lee King Fun & Associates Architects Limited

#### **Building Contractor for the Development**

Cheung Kee Fung Cheung Construction Company Limited

### The firm of solicitors acting for the Owner in relation to the sale of residential properties in the Development Mayer Brown JSM

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

DBS Bank Ltd., Hong Kong Branch

The Hongkong and Shanghai Banking Corporation Limited

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

Lai Sun International Finance (2012) Limited

#### 賣方

市區重建局(作為「擁有人」) 運騰有限公司(作為「如此聘用的人」)

#### 苗註:

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

#### 賣方(市區重建局)的控權公司

不適用

#### 賣方(運騰有限公司)的控權公司

麗新發展有限公司, Peak Glory Limited

#### 發展項目的認可人士

周曉東先生

#### 發展項目的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

李景勳、雷煥庭建築師有限公司

#### 發展項目的承建商

祥記馮祥建築有限公司

#### 就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所

孖士打律師行

#### 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

星展銀行香港分行

香港上海滙豐銀行有限公司

#### 已為發展項目的建造提供貸款的任何其他人

Lai Sun International Finance (2012) Limited

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

(a)	The vendor# or a building contractor for the Development is an individual, and that vendor# or contractor is an immediate family memaber 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 <sup>#</sup> or a building contractor for the Development is a corporation, and a director or the secretary of that vendor <sup>#</sup> or contractor (or a holding company of that vendor <sup>#</sup> ) 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 <sup>#</sup> or a building contractor for the Development is a partnership, and a partner of that vendor <sup>#</sup> or contractor is an immediate family member of an associate of such an authorized person	Not Applicable
(f)	The vendor <sup>#</sup> or a building contractor for the Development is a corporation, and a director or the secretary of that vendor <sup>#</sup> or contractor (or a holding company of that vendor <sup>#</sup> ) 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 <sup>#</sup> or a building contractor for the Development is a corporation, and a director or the secretary of that vendor <sup>#</sup> or contractor (or a holding company of that vendor <sup>#</sup> ) is an immediate family member of a proprietor of such a firm of solicitors	NO
(j)	The vendor <sup>#</sup> , a holding company of the vendor <sup>#</sup> , 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 <sup>#</sup> , 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

#### Remarks:

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

(1)	The vendor <sup>#</sup> 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 <sup>#</sup> or contractor or of a holding company of that vendor <sup>#</sup>	NO
(m)	The vendor <sup>#</sup> 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 <sup>#</sup> or contractor	Not Applicable
(n)	The vendor <sup>#</sup> , a holding company of the vendor <sup>#</sup> , 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 <sup>#</sup> , holding company or contractor	NO
(0)	The vendor <sup>#</sup> , a holding company of the vendor <sup>#</sup> , 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 <sup>#</sup> , holding company or contractor	NO
(p)	The vendor <sup>#</sup> 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 <sup>#</sup> or contractor or of a holding company of that vendor <sup>#</sup>	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

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

(a)	賣方#或有關發展項目的承建商屬個人,並屬該項目的認可人士的家人	不適用
(b)	賣方#或該項目的承建商屬合夥,而該賣方#或承建商的合夥人屬上述認可人士的家人	不適用
(c)	賣方#或該項目的承建商屬法團,而該賣方#或承建商(或該賣方#的控權公司)的董事 或秘書屬上述認可人士的家人	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
(1)	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

(0)	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份擔任董事或僱員 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

#### 借註

<sup>#</sup>在此提述賣方即提述市區重建局(作為「擁有人」)或運騰有限公司(作為「如此聘用的人」)。

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

1. There will be no non-structural prefabricated external walls forming part of the enclosing walls of the Development.

發展項目將沒有構成圍封牆的一部分的非結構的預製外牆。

2. There will be curtain walls forming part of the enclosing walls of the Development.

發展項目將有構成圍封牆的一部分的幕牆。

3. The range of thickness of the curtain walls is 200mm. 幕牆的厚度範圍為200毫米。

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

Floor 樓層	Unit 單位	Total Area of Curtain Walls of each residential property (sq. m.) 每個住宅物業的幕牆總面積 (平方米)
	A	0.382
	В	0.770
	С	1.032
	D	0.787
3/F 三樓	Е	0.790
	F	0.790
	G	0.787
	Н	1.716
	J	1.242
	A	0.382
	В	0.770
	С	1.032
5/F - 12/F 15/F - 23/F	D	0.627
25/F - 29/F 五樓至十二樓	Е	0.630
十五樓至二十三樓 二十五樓至二十九樓	F	0.630
一十五按王一十九按	G	0.627
	Н	1.556
	J	1.082

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

Floor 樓層	Unit 單位	Total Area of Curtain Walls of each residential property (sq. m.) 每個住宅物業的幕牆總面積 (平方米)
30/F	A	2.061
三十樓	В	2.921

# 6 INFORMATION ON PROPERTY MANAGEMENT 物業管理的資料

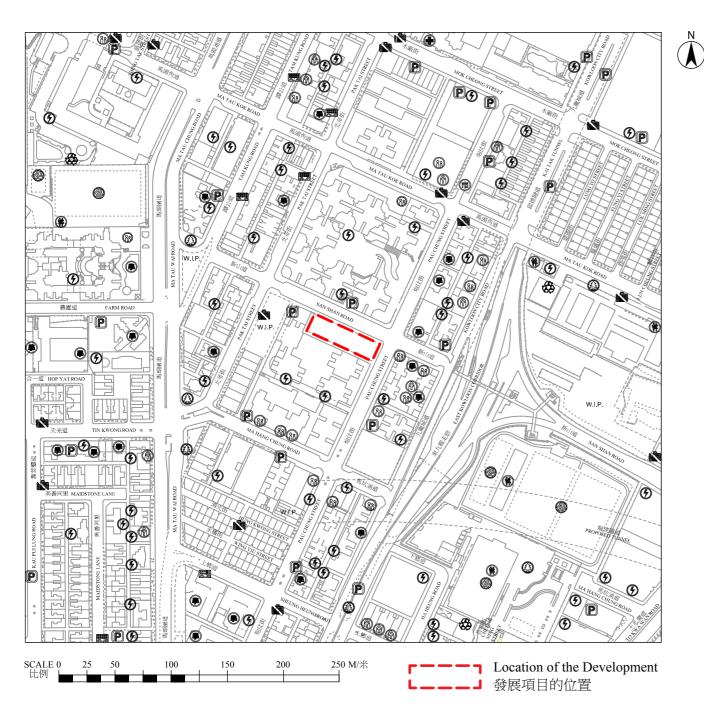
The person to be appointed as the manager of the Development under the latest draft Deed of Mutual Covenant:

Kolot Property Services Limited

根據公契的最新擬稿獲委任為發展項目的管理人的人:

高樂服務有限公司

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



The Location Plan is made with reference to Digital Topographic Map Sheet Number T11-NE-11C (dated 18<sup>th</sup> January 2018), Sheet Number T11-NE-16A (dated 18<sup>th</sup> January 2018), Sheet Number T11-NW-15D (dated 18<sup>th</sup> January 2018) and Sheet Number T11-NW-20B (dated 18<sup>th</sup> January 2018) from the Survey and Mapping Office of the Lands Department with adjustments where necessary.

#### Notes:

- 1. Due to technical reasons (such as the shape of the Development), the Location Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
- 2. The vendor also advises purchaser to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
- 3. The map reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR. License no. 40/2016

#### NOTATION 圖例

- a power plant (including electricity sub-stations)
- **3** 發電廠 (包括電力分站)
- a clinic 診療所
- a refuse collection point
- 垃圾收集站
- a market (including a wet market and a wholesale market) 市場 (包括濕貨市場及批發市場)
- a public carpark (including a lorry park) 公眾停車場 (包括貨車停泊處)
- a public convenience
- 公廁
- a public transport terminal (including a rail station) 公共交通總站 (包括鐵路車站)
- a public utility installation 公用事業設施裝置
- a religious institution (including a church, a temple and a Tsz Tong) 宗教場所 (包括教堂、廟宇及祠堂)
- a school (including a kindergarten)
- 學校 (包括幼稚園)
- social welfare facilities (including an elderly centre and a home for the mentally disabled) 社會福利設施 (包括老人中心及弱智人士護理院)
- sports facilities (including a sports ground and a swimming pool) 體育設施 (包括運動場及游泳池)
- a public park 公園

所在位置圖參考地政總署測繪處數碼地形圖編號T11-NE-11C(日期為2018年1月18日)、編號T11-NE-16A(日期 為2018年1月18日)、編號T11-NW-15D(日期為2018年1月18日)及編號T11-NW-20B(日期為2018年1月18日)編制, 有需要處經修正處理。

- 1. 因技術原因(例如發展項目之形狀),此所在位置圖所顯示之範圍多於《一手住宅物業銷售條例》(第621章)所要求的範圍。
- 2. 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。
- 3. 地圖版權屬香港特別行政區政府,經地政總署准許複印,版權特許編號40/2016

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



This blank area falls outside the coverage of the relevant Aerial Photograph

鳥瞰照片並不覆蓋本空白範圍

Location of the Development 数展項目的位置

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at the flying height of 6,000 feet, photo no. E030863C dated 27<sup>th</sup> December 2017.

#### Notes:

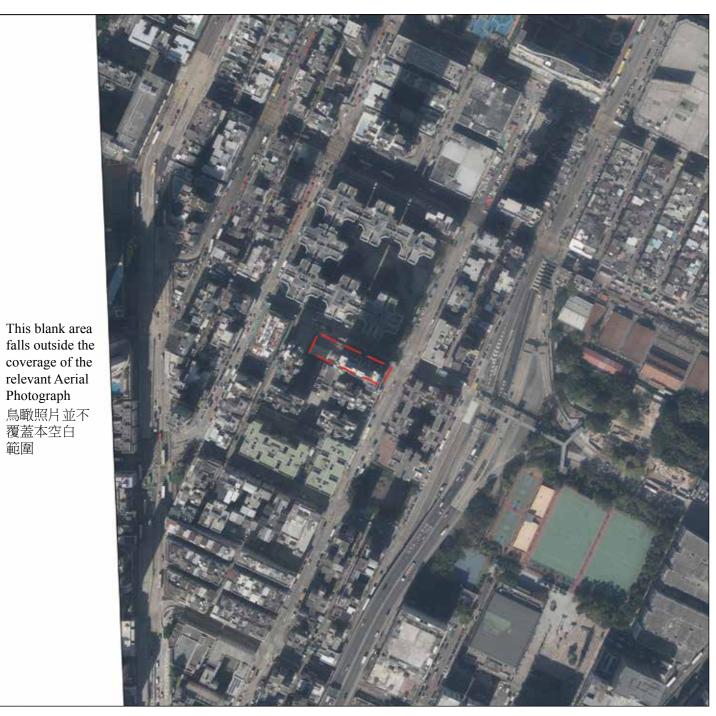
- (1) Due to technical reasons (such as the shape of the Development), the Aerial Photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
- (2) Survey and Mapping Office, Lands Department, The Government of HKSAR © Copyright reserved reproduction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

摘錄自地政總署測繪處於2017年12月27日在6,000呎飛行高度拍攝之鳥瞰照片,相片編號為E030863C。

#### 備註

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

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



Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at the flying height of 6,000 feet, photo no. E030865C dated 27<sup>th</sup> December 2017.

Notes:

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

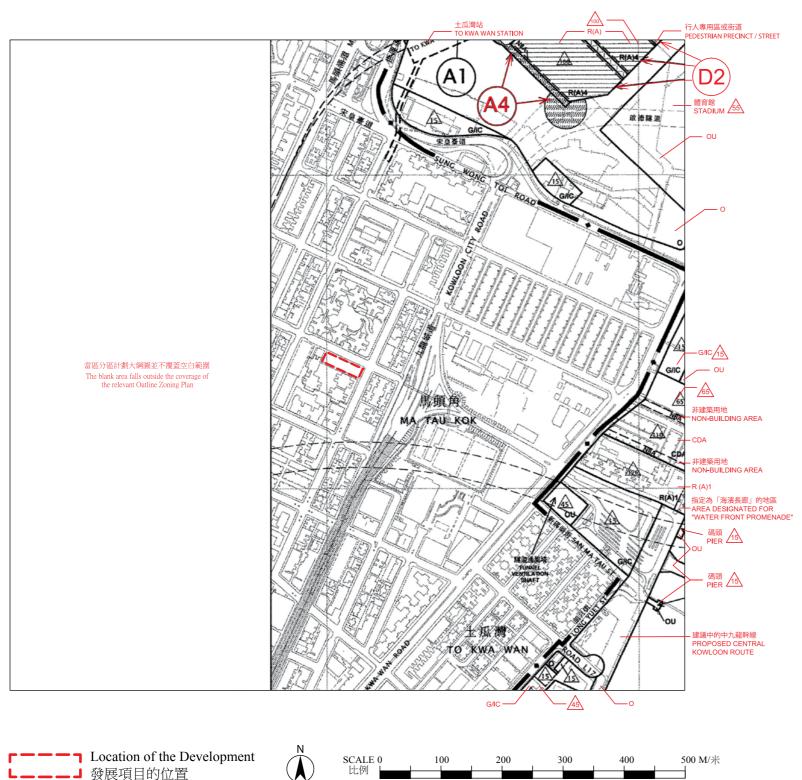
摘錄自地政總署測繪處於2017年12月27日在6,000呎飛行高度拍攝之鳥瞰照片,相片編號為E030865C。

#### 備註

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



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



The Outline Zoning Plan is adopted from part of Kowloon Planning Area No.22 - Approved Kai Tak Outline Zoning Plan No. S/K22/5 gazetted on 17th February 2017.

- 1. Due to technical reasons (such as the shape of the Development), this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
- 2. The Outline Zoning Plan is reproduced with permission of the Director of Lands © The Government of the Hong Kong SAR.

#### **NOTATION**

#### **ZONE**

綜合發展區 Comprehensive Development Area CDA Residential (Group A) R(A) 住宅(甲類) R(B) 住宅(乙類) Residential (Group B) Government, Institution or Community G/IC 政府、機構或社區 Open Space 0 休憩用地 Other Specified Uses OU 其他指定用途

#### **COMMUNICATIONS**

交捅 地鐵及車站(地下) Railway and Station (underground) Major Road and Junction 主要道路及路口 Pedestrian Precinct / Street 行人專用區或街道

#### **MISCELLANEOUS**

其他 Boundary of Planning Scheme 規劃範圍界線 Boundary Height Control Zone Boundary 建築物高度管制界線 Maximum Building Height (在主水平基準上若干米) (in meters above Principal Datum) Area Designated for "Waterfront Promenade" \*\*\*\* 指定為「海濱長廊」的地區 Non-Building Area 非建築用地

#### AMENDMENT ITEM Amendments exhibited under section 5 of the

#### town planning ordinance Amendment Item A4

Rezoning of an area at the western end of Road L16 from "O" to area shown as 'Road'. a strip of land at the western end of Road L16 from "O" and area shown as 'Road' to area shown as 'Pedestrian Precinct / Street', and an area to the further south-east of the said 'Pedestrian Precinct / Street' from area shown as 'Road' to "O".

#### Amendment Item D2

Rezoning of four sites zoned "R(B)1" and a strip of land to the south-east of Road L16 zoned "O" and area shown as 'Road' to "Residential (Group A) 4" ("R(A)4") with stipulation of building height restrictions and deletion of the designation of the area for 'Shop and Services' and 'Eating Place' uses only within these four sites.

### 按照城市規劃條例第5條展示的修訂

把位於L16道路西端的一塊土地由「休憩 用地」地帶改劃為顯示為「道路」的地 方,把位於L16道路西端的一塊陝長土地 由「休憩用地」地帶及顯示為「道路」的 地方改劃為顯示為「行人專用區或街道」 的地方,以及把該「行人專用區或街道」 東南面稍遠處的土地由顯示為「道路」的 地方改劃為「休憩用地」地帶。

#### 修訂項目D2項

修訂項目A4項

圖例

地帶

把位於L16道路東南端的四塊劃為「住宅 (乙類)1」地帶的用地及一塊劃為「休憩 用地」地帶及顯示為「道路」的陝長土地 改劃為「住宅(甲類)4」地帶,並訂明建 築物高度限制以及刪除該四塊用地內有關 地方指定為只用作「商店及服務行業」和 食肆」用途的規定。

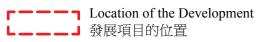
摘錄自憲報公布日期為2017年2月17日之九龍規劃區第22區 — 啟德分區計劃大綱核准圖,圖則編號為S/K22/5。

- 1. 因技術原因(例如發展項目之形狀),此分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》(第 621章)所要求的範圍
- 2. 分區計劃大綱圖版權屬香港特別行政區政府,經地政總署准許複印。

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



ZONE		地帶
Residential (Group B)	R(B)	住宅(乙類)
Government, Institution or Community	G/IC	政府、機構或社區
Open Space	0	休憩用地
Green Belt	GB	綠化地帶
COMMUNICATIONS		交通
Railway and Station (underground)	STATION ————————————————————————————————————	地鐵及車站(地下)
Major Road and Junction	===	主要道路及路口
MISCELLANEOUS		其他
Boundary of Planning Scheme	<del>- · -</del>	規劃範圍界線
Boundary Height Control Zone Boundary		建築物高度管制界線
Maximum Building Height (in meters above Principal Datum)	100	最高建築物高度 (在主水平基準上若干米)
Maximum Building Height (in number of storeys)	8	最高建築物高度 (樓層數目)







The Outline Zoning Plan is adopted from part of Kowloon Planning Areas No. 6 and 7 - Approved Ho Man Tin Outline Zoning Plan No. S/K7/24 gazetted on  $18^{th}$  September 2015.

#### Notes:

- (1) Due to technical reasons (such as the shape of the Development), this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
- (2) The Outline Zoning Plan is reproduced with permission of the Director of Lands © The Government of the Hong Kong SAR.

摘錄自憲報公布日期為2015年9月18日之九龍規劃區第6及7區 — 何文田分區計劃大綱核准圖,圖則編號為S/K7/24。

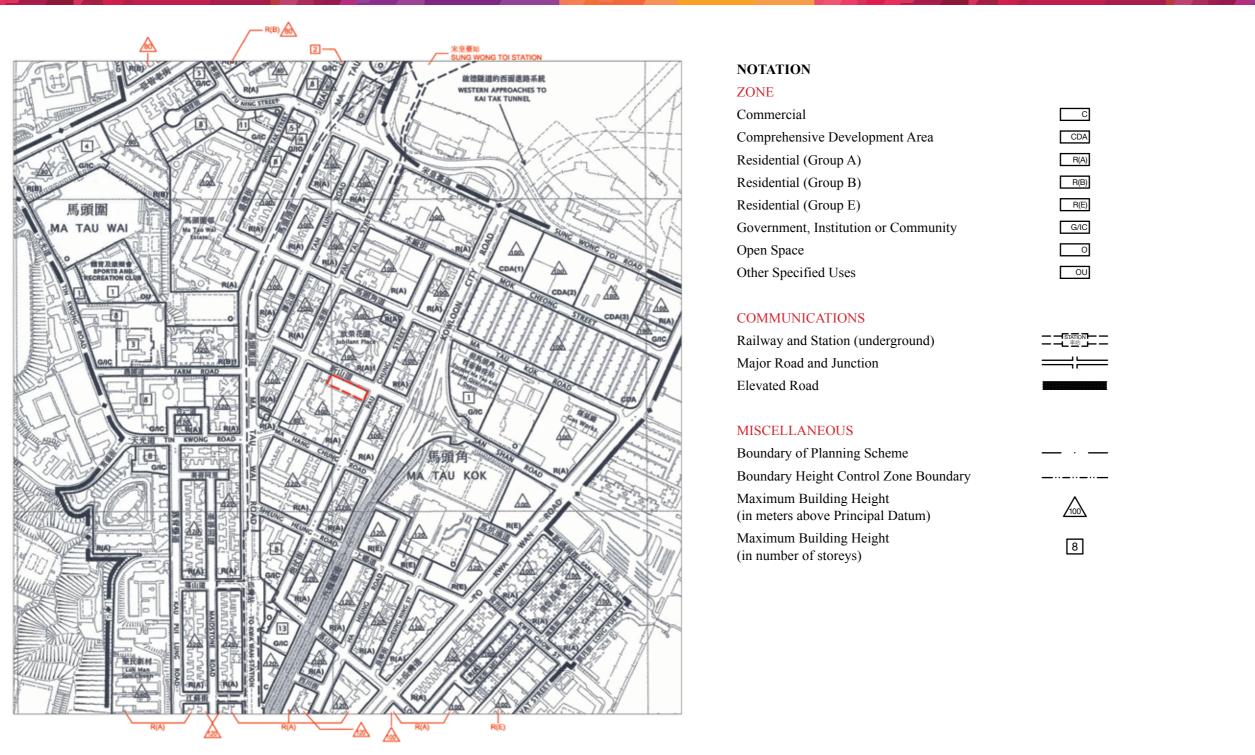
#### 備註:

**NOTATION** 

- (1) 因技術原因(例如發展項目之形狀),此分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》(第621章)所要求的範圍。
- (2) 分區計劃大綱圖版權屬香港特別行政區政府,經地政總署准許複印。

圖例

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



The Outline Zoning Plan is adopted from part of Kowloon Planning Area No. 10 - Draft Ma Tau Kok Outline Zoning Plan No. S/K10/23 gazetted on  $9^{th}$  March 2018.

Notes

Location of the Development

- ┛ 發展項目的位置

- 1. Due to technical reasons (such as the shape of the Development), this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
- 2. The Outline Zoning Plan is reproduced with permission of the Director of Lands © The Government of the Hong Kong SAR.

摘錄自憲報公布日期為2018年3月9日之九龍規劃區第10區 — 馬頭角分區計劃大綱草圖,圖則編號為S/K10/23。

圖例

地帶

商業

綜合發展區

住宅(甲類)

住宅(乙類)

住宅(戊類)

休憩用地

高架道路

規劃範圍界線

最高建築物高度

最高建築物高度

(樓層數目)

建築物高度管制界線

(在主水平基準上若干米)

交通

其他

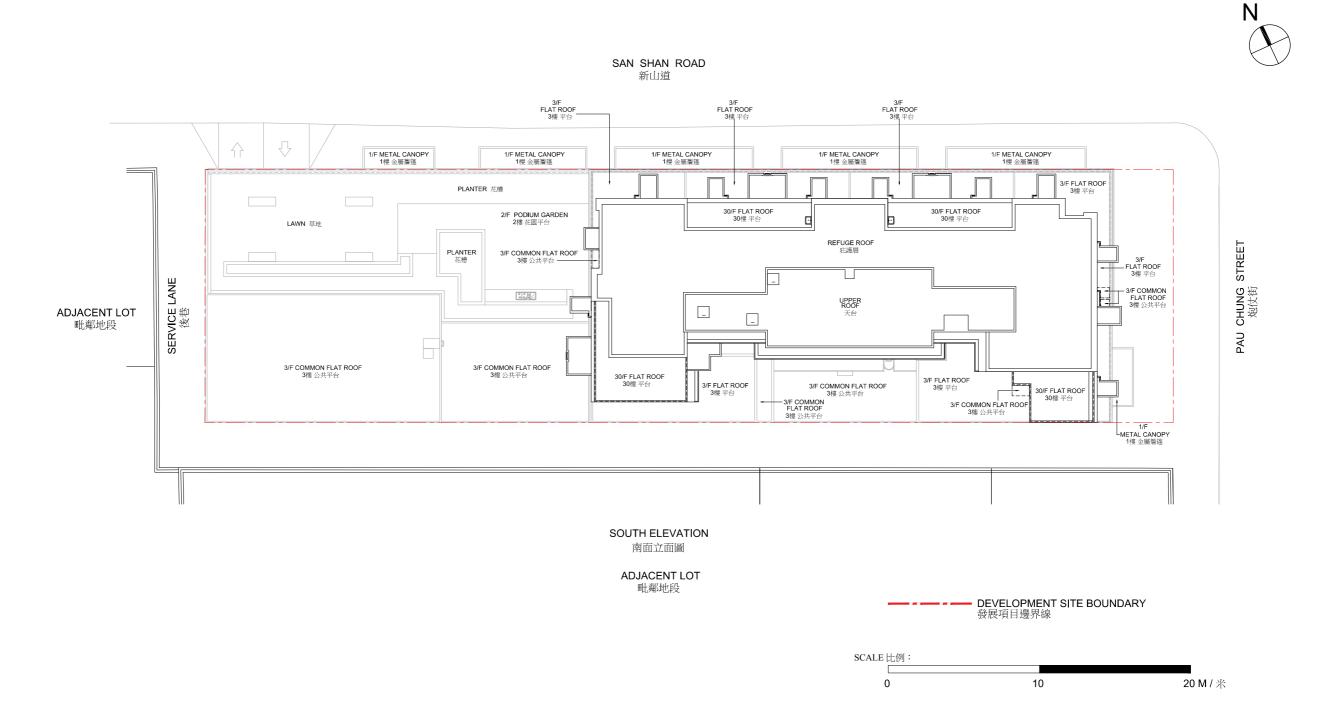
其他指定用途

政府、機構或社區

地鐵及車站(地下)主要道路及路口

- 1. 因技術原因 (例如發展項目之形狀),此分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》(第621章)所要求的範圍。
- 2. 分區計劃大綱圖版權屬香港特別行政區政府,經地政總署准許複印。

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



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

A/C Platform = Air Conditioning Platform 冷氣機平台

B. = Bathroom 浴室

BAL. = Balcony 露台

BAL. ABOVE = Balcony Above 上層之露台

B.R. = Bedroom 睡房

C.L. = Cat Ladder 爬梯

DIN. = Dining Room 飯廳

DN = Down 落

ELECT. METER ROOM = Electrical Meter Room 電錶房

H.R. = Hose Reel 消防喉轆

KIT. = Kitchen 廚房

LIV. = Living Room 客廳

M.B.R. = Master Bedroom 主人睡房

P.D. = Pipe Duct 管道槽

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

ST. = Store 儲物房

T.D. & ELV. = Telephone Duct & Extra Low Voltage 電話槽及低電壓房

UP=⊥

U.P. = Utility Platform 工作平台

U.P. ABOVE = Utility Platform Above 上層之工作平台

W.M.C = Water Meter Cabinet 水錶櫃

Notes applicable to the floor plans of this section:

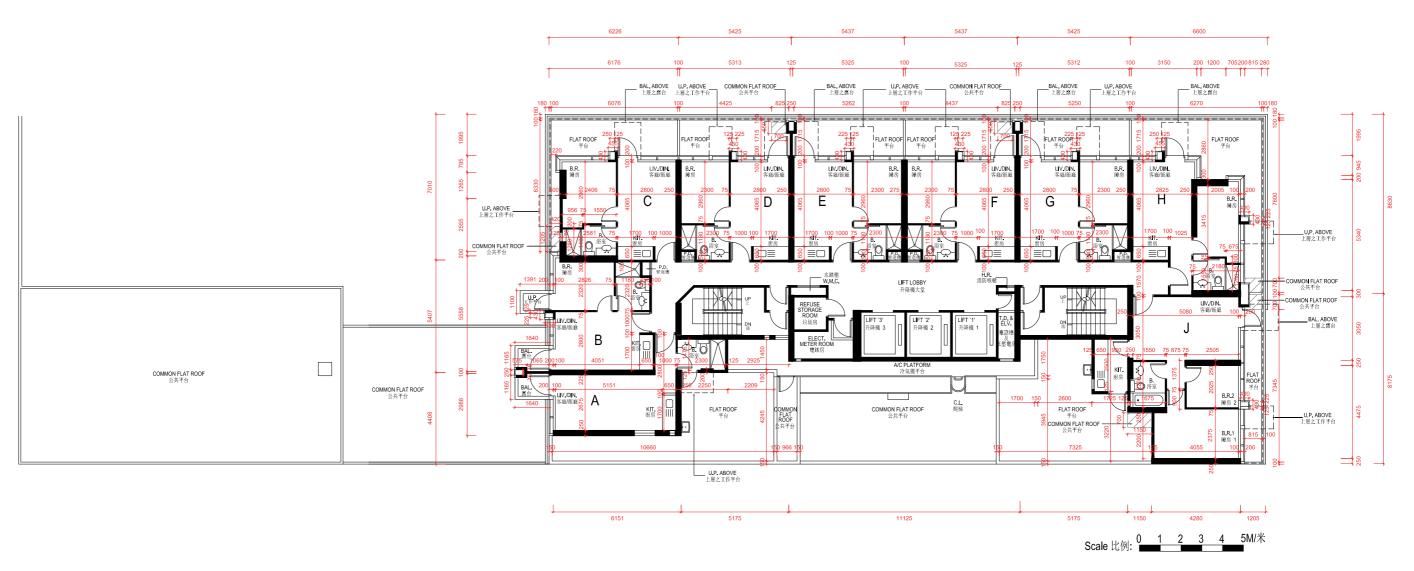
- 1. The dimensions of the floor plans are all structural dimensions in millimeter.
- 2. Balcony and utility platform are non-enclosed areas.
- 3. There may be architectural features and/or exposed pipes on external walls of some of the floors. Please refer to the latest approved building plans for details.
- 4. Common drain pipes are located at external wall(s) adjacent to balcony and/or utility platform of some residential properties. Please refer to the latest approved building plans for details.
- 5. There are ceiling bulkheads or false ceiling in living room, dining room, bedrooms, corridor, bathroom and/or kitchen of some residential properties for pipes of the air-conditioning system or the water supply system. Please refer to the latest approved building plans for details.

適用於本節各樓面平面圖之備註:

- 1. 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
- 2. 露台及工作平台為不可封閉之地方。
- 3. 部份樓層外牆範圍設有建築裝飾及/或外露喉管。詳情請參考最新的經批准建築圖則。
- 4. 部份住宅物業的露台及/或工作平台側外牆有公用去水渠。詳情請參考最新的經批准建築圖則。
- 5. 部份住宅物業客廳、飯廳、睡房、走廊、浴室及/或廚房之裝飾橫樑或假天花內裝置冷氣喉管或供水喉管。 詳情請參考最新的經批准建築圖則。

3/F FLOOR PLAN 三樓平面圖





- 1. The floor-to-floor height of each residential property on 3/F of the Development as provided in the approved building plans for the Development is 3.15m.
- 2. The thickness of floor slabs (excluding plaster) in each residential property on 3/F of the Development is 175mm and 675mm\*.
- 3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

Notes: 1. Please refer to page 18 of this sales brochure for legend of terms and abbreviations shown in the floor plans.

2. \*Denotes that the slab thickness includes 500mm thick concrete fill.

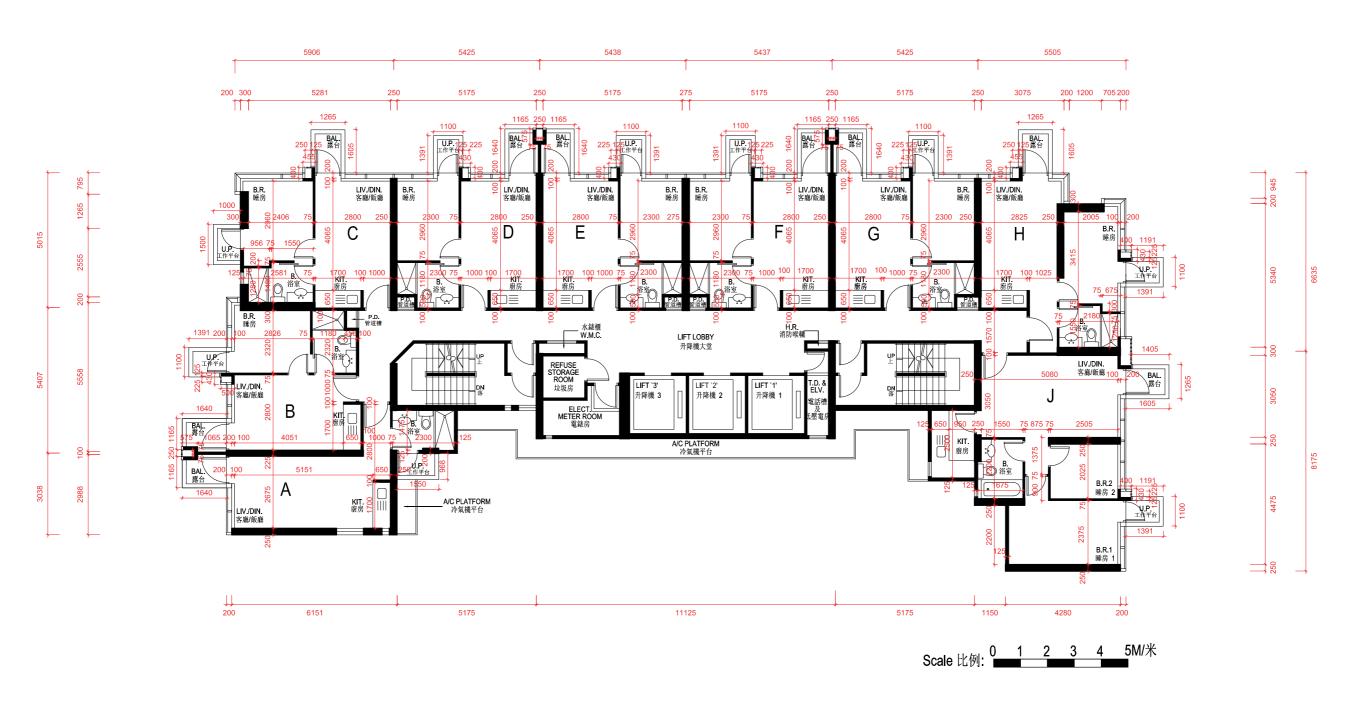
- 1. 按發展項目的經批准的建築圖則所規定者,發展項目三樓每個住宅物業的層與層之間的高度為3.15米。
- 2. 按發展項目的經批准的建築圖則所規定者,發展項目三樓每個住宅物業的樓板(不包括灰泥)的厚度為175毫米及675毫米\*。
- 3. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

備註: 1. 平面圖中所使用之名詞及簡稱請參閱本售樓說明書第18頁。

2. \*標示該樓板的厚度包括500毫米的混凝土填料。

5/F - 12/F, 15/F - 23/F, 25/F - 29/F FLOOR PLAN 五樓至十二樓、十五樓至二十三樓、二十五樓至二十九樓平面圖



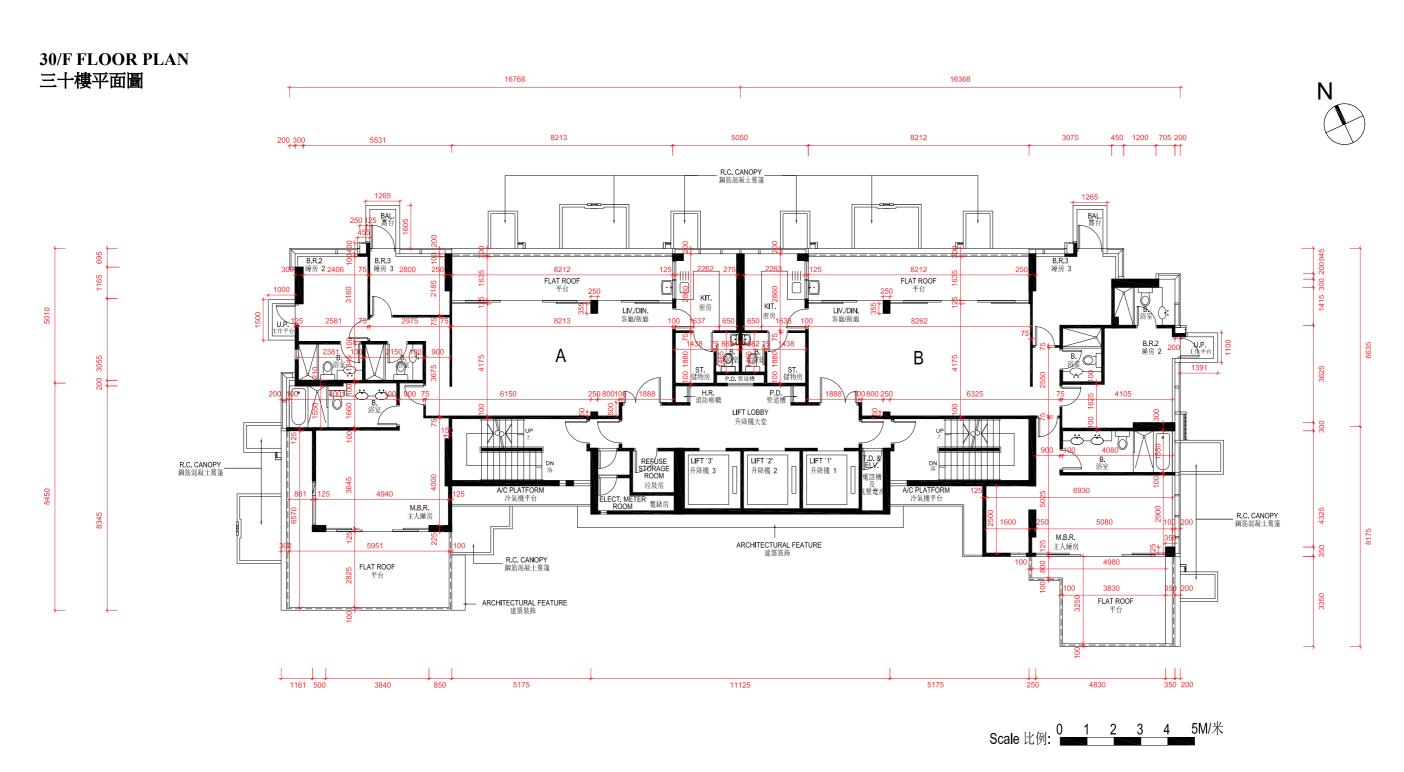


- 1. The floor-to-floor height of each residential property on 5/F to 12/F, 15/F to 23/F, 25/F to 28/F of the Development as provided in the approved building plans for the Development is 3.15m.
- 2. The floor-to-floor height of Unit A on 29/F of the Development as provided in the approved building plans for the Development is 3.20m, 3.25m, 3.40m, 3.50m and 3.60m.
- 3. The floor-to-floor height of Unit B, E and F on 29/F of the Development as provided in the approved building plans for the Development is 3.15m, 3.20m, 3.40m, 3.50m and 3.85m.
- 4. The floor-to-floor height of Unit C and H on 29/F of the Development as provided in the approved building plans for the Development is 3.15m, 3.50m and 3.85m.
- 5. The floor-to-floor height of Unit D and G on 29/F of the Development as provided in the approved building plans for the Development is 3.20m, 3.40m, 3.50m and 3.85m.
- 6. The floor-to-floor height of Unit J on 29/F of the Development as provided in the approved building plans for the Development is 3.15m, 3.20m, 3.40m, 3.50m, 3.55mm and 3.85m.
- 7. The thickness of floor slabs (excluding plaster) in each residential property on 5/F to 12/F, 15/F to 23/F, 25/F to 29/F of the Development as provided in the approved building plans for the Development is 175mm.
- 8. The internal areas of the residential 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.

- 1. 按發展項目的經批准的建築圖則所規定者,發展項目五樓至十二樓、十五樓至二十三樓、二十五樓至二十八樓 每個住宅物業的層與層之間的高度為 3.15米。
- 2. 按發展項目的經批准的建築圖則所規定者,發展項目二十九樓A室層與層之間的高度為3.20米、3.25米、3.40米、3.50米及3.60米。
- 3. 按發展項目的經批准的建築圖則所規定者,發展項目二十九樓B, E及F室層與層之間的高度為3.15米、3.20米、3.40米、3.50米及3.85米。
- 4. 按發展項目的經批准的建築圖則所規定者,發展項目二十九樓C及H室層與層之間的高度為3.15米、3.50米及3.85米。
- 5. 按發展項目的經批准的建築圖則所規定者,發展項目二十九樓D及G室層與層之間的高度為3.20米、3.40米、3.50米及3.85米。
- 6. 按發展項目的經批准的建築圖則所規定者,發展項目二十九樓J室層與層之間的高度為3.15米、3.20米、3.40米、3.50米、3.55米及3.85米。
- 7. 按發展項目的經批准的建築圖則所規定者,發展項目五樓至十二樓、十五樓至二十三樓、二十五樓至二十九樓 每個住宅物業的樓板(不包括灰泥)的厚度為 175毫米。
- 8. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

備註:1. 平面圖中所使用之名詞及簡稱請參閱本售樓說明書第18頁。

Note: 1. Please refer to page 18 of this Sales Brochure for legend of terms and abbreviations shown in the floor plans.



- 1. The floor-to-floor height of each residential property on 30/F of the Development as provided in the approved building plans for the Development is 3.40m, 3.50m and 3.85m.
- 2. The thickness of floor slabs (excluding plaster) in each residential property on 30/F of the Development as provided in the approved building plans for the Development is 175mm and 525mm\*.
- 3. The internal areas of the residential on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- Notes: 1. Please refer to page 18 of this Sales Brochure for legend of terms and abbreviations shown in the floor plans.
  - 2. \*Denotes that the slab thickness includes 350mm thick concrete fill.

- 1. 按發展項目的經批准的建築圖則所規定者,發展項目三十樓每個住宅物業的層與層之間的高度為3.40米、3.50米及3.85米。
- 2. 按發展項目的經批准的建築圖則所規定者,發展項目三十樓每個住宅物業的樓板(不包括灰泥)的厚度為 175毫米及525毫米\*。
- 3. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。

備註: 1. 平面圖中所使用之名詞及簡稱請參閱本售樓說明書第18頁。

2. \*標示該樓板的厚度包括350毫米的混凝土填料。

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

Description of Re Property 物業的描述		Saleable Area (Including balcony, utility platform and verandah (if any)) sq.m. (sq. ft.)	Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Floor 樓層	Unit 單位	實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	A	27.887 (300) Balcony 露台 : 2.059 (22) Utility Platform 工作平台 : - (-)	-	-	-	26.494 (285)	-	-	-	-	-	-
	В	30.436 (328) Balcony 露台: 2.059 (22) Utility Platform 工作平台: 1.525 (16)	-	-	-	-	-	-	-	-	-	-
	С	28.854 (311) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	11.596 (125)	-	-	-	-	-	-
	D	27.341 (294) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	8.442 (91)	-	-	-	-	-	-
3/F 三樓	E	27.399 (295) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	8.919 (96)	-	-	-	-	-	-
	F	27.399 (295) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	8.464 (91)	-	-	-	-	-	-
	G	27.341 (294) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	8.897 (96)	-	-	-	-	-	-
	Н	31.483 (339) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	17.590 (189)	-	-	-	-	-	-
	J	47.771 (514) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	35.807 (385)	-	-	-	-	-	-

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

Notes:

- 1. The areas as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- 2. There is no verandah in the residential properties of the Development.

每個住宅物業的實用面積以及構成住宅物業的一部分的範圍內每一露台、工作平台或陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業的一部分的其他指明項目的面積(不計算入實用面積)是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並以四捨五人至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。
- 2. 發展項目住宅物業並無陽台。

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

Description of Residential Property 物業的描述		Saleable Area (Including balcony, utility platform and verandah (if any)) sq.m. (sq. ft.)	Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Floor 樓層	Unit 單位	實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
5/F - 12/F 15/F - 23/F 25/F - 29/F 五樓至十二樓 十五樓至二十三樓 二十五樓至二十九樓	A	29.387 (316) Balcony 露台: 2.059 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	В	30.436 (328) Balcony 露台: 2.059 (22) Utility Platform 工作平台: 1.525 (16)	-	-	-	-	-	-	-	-	-	-
	С	32.354 (348) Balcony 露台: 2.025 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	D	30.901 (333) Balcony 露台: 2.059 (22) Utility Platform 工作平台: 1.525 (16)	-	-	-	-	-	-	-	-	-	-
	Е	30.959 (333) Balcony 露台: 2.059 (22) Utility Platform 工作平台: 1.525 (16)	-	-	-	-	-	-	-	-	-	-
	F	30.959 (333) Balcony 露台: 2.059 (22) Utility Platform 工作平台: 1.525 (16)	-	-	-	-	-	-	-	-	-	-
	G	30.901 (333) Balcony 露台: 2.059 (22) Utility Platform 工作平台: 1.525 (16)	-	-	-	-	-	-	-	-	-	-
	Н	34.984 (377) Balcony 露台: 2.025 (22) Utility Platform 工作平台: 1.525 (16)	-	-	-	-	-	-	-	-	-	-
	J	51.271 (552) Balcony 露台: 2.025 (22) Utility Platform 工作平台: 1.525 (16)	-	-	-	-	-	-	-	-	-	-

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

Notes:

- 1. The areas as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- 2. There is no verandah in the residential properties of the Development.
- 3. 4/F, 13/F, 14/F, and 24/F are omitted.

每個住宅物業的實用面積以及構成住宅物業的一部分的範圍內每一露台、工作平台或陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業的一部分的其他指明項目的面積(不計算入實用面積)是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並以四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。
- 2. 發展項目住宅物業並無陽台。
- 3. 不設4樓、13樓、14樓及24樓。

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

Description of Res Property 物業的描述		Saleable Area (Including balcony, utility platform and verandah (if any)) sq.m. (sq. ft.)	Area of other specified items (Not included in the Saleable Area) sq.m. (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Floor 樓層	Unit 單位	實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
30/F	A	111.605 (1201) Balcony 露台: 2.025 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	33.463 (360)	-	-	-	-	-	-
三十樓	В	118.429 (1275) Balcony 露台: 2.025 (22) Utility Platform 工作平台: 1.525 (16)	-	-	-	27.607 (297)	-	-	-	-	-	-

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

#### Notes

- 1. The areas as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- 2. There is no verandah in the residential properties of the Development.

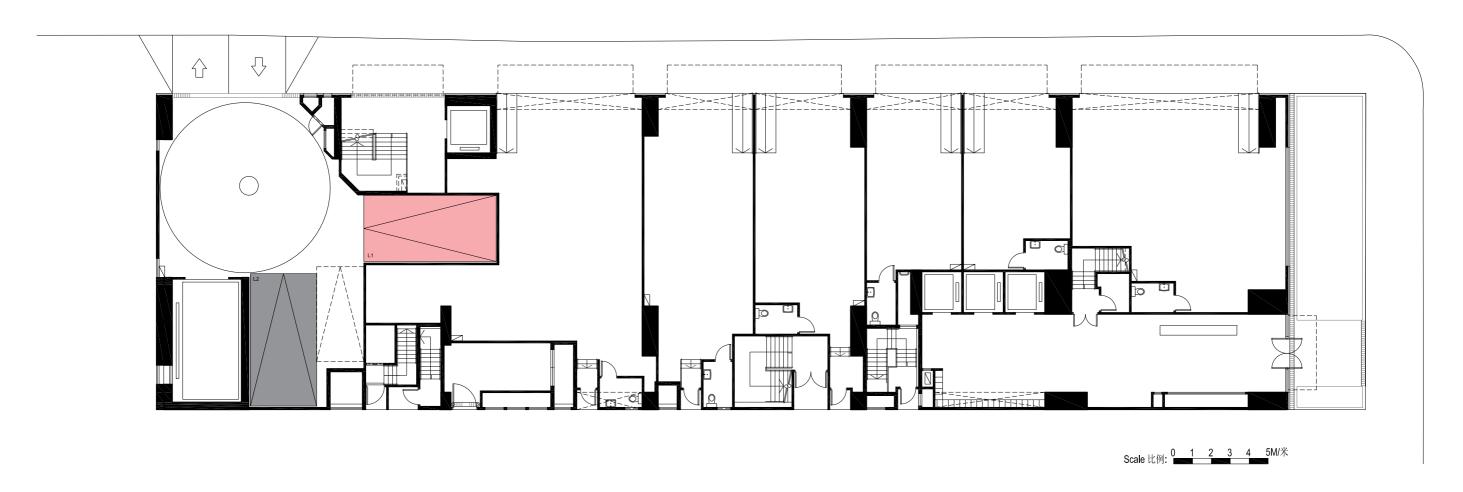
每個住宅物業的實用面積以及構成住宅物業的一部分的範圍內每一露台、工作平台或陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業的一部分的其他指明項目的面積(不計算入實用面積)是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並以四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。
- 2. 發展項目住宅物業並無陽台。

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

#### G/F FLOOR PLAN 地下平面圖





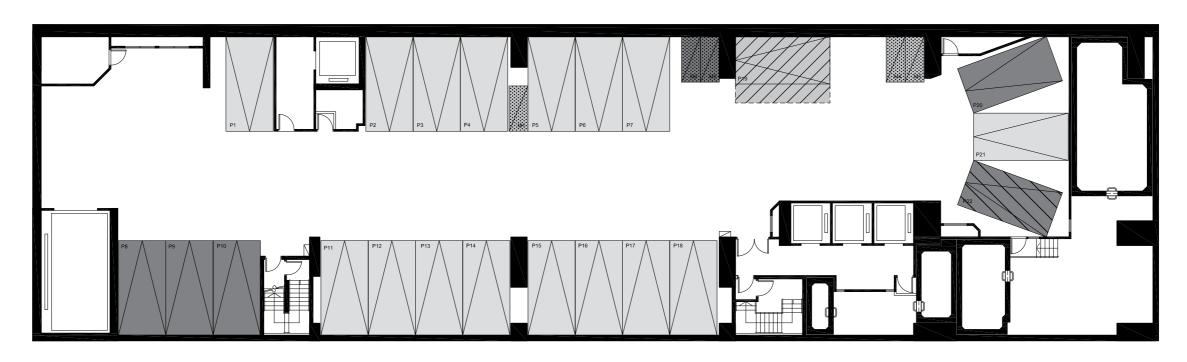
#### Number, Dimensions and Area of Parking Spaces 停車位的數目、尺寸及面積

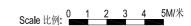
Category of Parking Space 車位類別		Dimensions (Length x Width) (metre) 尺寸 (長 x 寬) (米)	Area per Parking Space (sq. m.) 每個車位面積 (平方米)	
Commercial Loading and Unloading Space 商業用上落貨車位	1	7 x 3.5	24.5	
Residential Loading and Unloading Space 住宅用上落貨車位	1	7 x 3.5	24.5	
Waiting Space 汽車升降機等待位置	1	5 x 2.5	12.5	

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

B/F FLOOR PLAN 地庫平面圖







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

Category of Parking Space 車位類別	No. 數目	Dimensions (Length x Width) (metre) 尺寸 (長 x 寬) (米)	Area per Parking Space (sq. m.) 每個車位面積 (平方米)
Residential Car Parking Space 住宅用車位	16	5 x 2.5	12.5
Accessible Car Parking Space 暢通易達車位	1	5 x 3.5	17.5
Residential Motor Cycle Parking Space 住宅電單車位	3	2.4 x 1	2.4

Category of Parking Space 車位類別	No. 數目	Dimensions (Length x Width) (metre) 尺寸 (長 x 寬) (米)	Area per Parking Space (sq. m.) 每個車位面積 (平方米)
Commercial Car Parking Space 商業用車位	4	5 x 2.5	12.5
Commercial Motor Cycle Parking Space 商業用電單車位	2	2.4 x 1	2.4
Visitor Parking Space 訪客車位	1	5 x 2.5	12.5

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

- 1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase ("Preliminary Agreement").
- 2. The preliminary deposit paid by the purchaser on the signing of the Preliminary Agreement will be held by a firm of solicitors acting for the Owner (Vendor), as stakeholders.
- 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the Preliminary Agreement
  - (a) that Preliminary Agreement is terminated;
  - (b) the Preliminary deposit is forfeited; and
  - (c) the Owner (Vendor) does not have any further claim against the purchaser for the failure.

- 1. 在簽署臨時買賣合約(「該臨時合約」)時須支付款額為5%的臨時訂金。
- 2. 買方在簽署該臨時合約時支付的臨時訂金,會由代表擁有人(賣方)行事的律師事務所以保證金保存人的身份持有。
- 3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約 -
  - (a) 該臨時合約即告終止;
  - (b) 有關的臨時訂金即予沒收;及
  - (c) 擁有人(賣方)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。

The draft Deed of Mutual Covenant and Management Agreement in respect of the Development (the "**DMC**") provides that:

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

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

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

(a) the Caretaker's Office (as defined in the DMC), the Greenery Areas (as defined in the DMC) (in so far as they form part of the Development Common Areas and Facilities and shown coloured Yellow on the Greenery Areas Plan of the DMC Plans (as defined in the DMC)), fire service and sprinkler pump room, cable duct, cable duct and sprinkler pipe duct, cable duct room on Ground Floor, corridors on First Floor, electricity duct on roof floor, electricity meter room on 2<sup>nd</sup> Floor, 3<sup>rd</sup> Floor, 5<sup>th</sup> Floor to 12<sup>th</sup> Floor, 15<sup>th</sup> Floor to 23<sup>rd</sup> Floor, 25th Floor to 30th Floor, emergency generator room, external walls on Ground Floor and 2<sup>nd</sup> Floor (not forming part of any Unit (as defined in the DMC) and for the purposes of identification only are shown coloured Yellow on the elevation plans of the DMC plans), fire service control room, fire services/sprinkler inlets and sprinkler control valve cabinet, flushing and rain water recycle pump room, flushing pump room, flushing tank, flat roofs on Upper Roof (not forming part of any Unit), gas valve room, lift "1", lift "1" overrun, lift lobbies on Basement Floor and First Floor, lift machine room, lift pits, lift shafts, metal canopies, pipe ducts on Ground Floor, First Floor and 2<sup>nd</sup> Floor, podium gardens on 2<sup>nd</sup> Floor at Level 22.320m and 22.685m respectively above the Hong Kong Principal Datum (which for the purposes of identification only are shown coloured Yellow on the 2<sup>nd</sup> Floor plan of the DMC plans), potable and flushing pump room, potable pump room, potable tank, refuse storage and material recovery chamber, R.C. water storage and irritation, R.C. water tank for fire services, R.C. water tank for flushing on Basement Floor, R.C water tank for potable, R.C. water tank for sprinkler, run in/ out, sprinkler pipe duct, staircases, switch room, telecommunication and broadcasting equipment room, telephone duct, telephone duct and extra low voltage room on 3<sup>rd</sup> Floor, 5<sup>th</sup> Floor to 12<sup>th</sup> Floor, 15<sup>th</sup> Floor to 23<sup>rd</sup> Floor, 25<sup>th</sup> Floor to 30<sup>th</sup> Floor, temporary refuge space on First Floor, transformer room, turn table, waiting space, water meter cabinets on Ground Floor and 2<sup>nd</sup> Floor, water tanks, such areas and facilities of and in the Land (as defined in the DMC) and the Development (as defined in the DMC) intended for common use and benefit of the Development as a whole which for the purposes of identification only are shown coloured Yellow on the DMC Plans;

- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Development Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) of and in the Land and the Development intended for common use and benefit of the Development as a whole

but shall exclude the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities, the Carpark Common Areas and Facilities, such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy thereof belongs to any particular Owner and such facilities within the Development serving only any particular Owner.

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

- (a) the Commercial Loading and Unloading Space (as defined in the DMC), electricity cabinet, electricity meter cabinet for Ground Floor shops, water meter cabinet on Basement Floor, such areas and facilities of and in the Land and the Development intended for the benefit of the Commercial Accommodation (as defined in the DMC) as a whole or otherwise not of any individual Owner which for the purposes of identification only are shown coloured Red on the DMC Plans:
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Commercial Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) of and in the Land and the Development for the benefit of the Commercial Accommodation as a whole or otherwise not of any individual Owner

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

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

(a) the Accessible Car Parking Space (as defined in the DMC), the Club House (as defined in the DMC), the Curtain Wall (as defined in the DMC), the Greenery Areas (in so far as they form part of the Residential Common Areas and Facilities and shown coloured Green and Green Hatched Black on the Greenery Areas Plan of the DMC Plans), the Residential Loading and Unloading Space (as defined in the DMC), the Visitor Parking Space (as defined in the DMC), A/C platforms (not forming part of any Unit), accessible unisex toilet on

2<sup>nd</sup> Floor, corridors on 2<sup>nd</sup> Floor, 3<sup>rd</sup> Floor, 5<sup>th</sup> Floor to 12<sup>th</sup> Floor, 15th Floor to 23rd Floor, 25th Floor to 30th Floor, canopy, entrance lobby, external walls on Ground Floor, 2<sup>nd</sup> Floor to the Roof Floor (not forming part of any Unit and for the purposes of identification only the external walls on Ground Floor, 2<sup>nd</sup> Floor and 3<sup>rd</sup> Floor are shown coloured Green on the elevation plans of the DMC plans), firemen's lift lobby, flat roofs on 2<sup>nd</sup> Floor (not forming part of any Unit), inaccessible flat roofs, lift "2", lift "3", lift "2" overrun, lift "3" overrun, lift lobbies, lift shafts, mail box room, pipe ducts on 3<sup>rd</sup> Floor, 5<sup>th</sup> Floor to 12<sup>th</sup> Floor, 15<sup>th</sup> Floor to 23<sup>rd</sup> Floor, 25<sup>th</sup> Floor to 30th Floor, R.C. cover for A/C platforms, refuge roof, refuse storage rooms, staircases, temporary refuge space on 2<sup>nd</sup> Floor, water meter cabinets on 3<sup>rd</sup> Floor, 5<sup>th</sup> Floor to 12<sup>th</sup> Floor, 15<sup>th</sup> Floor to 23<sup>rd</sup> Floor, 25th Floor to 29th Floor, such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation (as defined in the DMC) as a whole or otherwise not of any individual Owner which for the purposes of identification only are shown coloured Green, Green Hatched Black and Green Hatched Red on the DMC Plans:

- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Residential Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner

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

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

- (a) the whole of the Carpark (as defined in the DMC) (except the Parking Spaces (as defined in the DMC), the Accessible Car Parking Space and the Visitor Parking Space) including but not limited to car lift "1", car lift machine room, car lift shaft, driveway, ducts, meter room for electric vehicle charging, ramp, staircases, such areas and facilities of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner which for the purposes of identification only are shown coloured Indigo on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Carpark Common Areas and Facilities by the Owners in accordance with the DMC; and

(c) the common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) of and in the Land and the Development for the benefit of the Carpark as a whole or otherwise not of any individual Owner

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

### 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

Kolot Property Services 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

- (a) Each Owner of a Unit (as defined in the DMC) shall contribute his due proportion of the budgeted Management Expenses (as defined in the DMC) under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development. The first part of the annual budget 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.
- (b) Each Owner of a Residential Unit (as defined in the DMC) shall contribute his due proportion of the budgeted Management Expenses under the second part of the annual budget which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units. The second part of the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities.

(c) The Owners of the Residential Units shall contribute a fraction of the budgeted Management Expenses under the fourth part of the annual budget, which fraction shall be determined by the Manager on a fair and reasonable basis, having regard to such relevant factors which the Manager may in its absolute discretion think fit and giving due weight thereto, including without limitation, the areas of the Parking Spaces, the Accessible Car Parking Space and Visitor Parking Space, to the intent that the due proportion of contribution thereto paid by each Owner of a Residential Unit shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units. The fourth part of the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities.

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

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

### 6. The area in the Development retained by the owner for that owner's own use:

Not applicable

#### Note:

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

#### Table of Allocation of Undivided Shares

Floor	Unit	Undivided Share
3/F	A	36
	В	30
	С	32
	D	29
	Е	30
	F	29
	G	30
	Н	36
	J	58
5/F - 12/F, 15/F - 23/F, 25/F - 29/F (22 storeys)	A	29 each
	В	30 each
	С	32 each
	D	31 each
	Е	31 each
	F	31 each
	G	31 each
	Н	35 each
	J	51 each
30/F	A	122
	В	126

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

有關發展項目公契及管理協議(「公契」)擬稿有下述條文:

#### 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、商業公用地方及設施及停車場公用地方及設施。

「發展項目公用地方及設施」指並包括:

- (a) 看守人辦公室(於公契中定義)、綠化地方(於公契中定義)(只包 括構成發展項目公用地方及設施之部份及在公契圖則(於公契中 定義)的綠化地方圖則上以黃色顯示)、消防及消防花灑泵房、 電纜管槽、電纜管及消防花灑水管槽、地下層之電纜管房、1 樓之走廊、天台層之電線管槽、2樓、3樓、5樓至12樓、15樓至 23樓及25樓至30樓之電錶房、緊急發電機房、地下層及2樓之外 牆(不構成任何單位(於公契中定義)之部份及在公契圖則的立面 圖上以黃色顯示,僅供識別)、消防控制室、消防/消防花灑入 水口及消防花灑控制閥櫃、沖廁水及雨水循環泵房、沖廁水泵 房、沖廁水缸、上層天台之平台(不構成任何單位之部份)、煤 氣閥房、升降機"1"、升降機"1"升降機槽頂部、地庫層及 1樓之升降機大堂、升降機機房、升降機槽、升降機井、金屬 簷蓬、地下層、1樓及2樓之管槽、2樓位於香港主水平基準以上 22.320米及22.685米的平台花園(在公契圖則的2樓圖則上以黃色 顯示,僅供識別)、食水及沖廁水泵房、食水泵房、食水水缸、 垃圾存放及物料回收室、鋼筋混凝土儲水及灌溉、鋼筋混凝土 消防水缸、地庫層之鋼筋混凝土沖廁水缸、鋼筋混凝土食水水 缸、鋼筋混凝土消防花灑水缸、車輛出入口、消防花灑管槽、 樓梯、電掣房、電訊及廣播設備室、電話管槽、3樓、5至12 樓、15樓至23樓及25至30樓之電話管槽及超低電壓房、1樓之臨 時庇護區、變壓器房、轉車台、等候區、地下及2樓之水錶櫃、 水缸、擬供整個發展項目共同使用與享用的該土地(於公契中定 義)及發展項目(於公契中定義)的該等區域及設施,在公契圖則 上用黃色顯示,僅供識別;
- (b) 業主按公契指定作為發展項目公用地方及設施的該土地及發展項目的其他區域及設施;
- (c) 擬供整個發展項目共同使用與享用的於該土地及發展項目內屬 於建築物管理條例(第344章)附表1指明的「公用部分」

但是不包括住宅公用地方及設施、商業公用地方及設施、停車場公 用地方及設施、發展項目內的該等地方其專屬持有、使用、佔用及 享用的權利屬於任何特定業主及發展項目內只服務任何特定業主的 設施。

「商業公用地方及設施」指並包括:

(a) 商業裝卸區(於公契中定義)、電力櫃、地下商鋪之電錶櫃、地 庫層之水錶櫃、擬供整個商業樓宇(於公契中定義)共同享用而 並非供任何個別業主享用的該土地及發展項目的該等區域及 設施,在公契圖則上用紅色顯示,僅供識別;

- (b) 業主按公契指定作為商業公用地方及設施的該土地及發展項目 的其他區域及設施;
- (c) 供整個商業樓宇共同使用與享用而非供任何個別業主使用與享用的於該土地及發展項目內屬於建築物管理條例(第344章)附表1指明的「公用部分」

但是不包括發展項目公用地方及設施、住宅公用地方及設施及停車場公用地方及設施。

「住宅公用地方及設施」指並包括:

- (a) 無障礙停車位(於公契中定義)、會所(於公契中定義)、幕牆(於 公契中定義)、綠化地方(只包括構成住宅公用地方及設施之部 份及在公契圖則的綠化地方圖則上以綠色及綠色加黑斜綫顯 示)、住宅裝卸區(於公契中定義)、訪客停車位(於公契中定義)、 空調機平台(不構成任何單位之部分)、2樓之無障礙男女共用廁 所、2樓、3樓、5至12樓、15至23樓及25至30樓之走廊、簷蓬、 入口大堂、地下層、2樓至天台層之外牆(不構成任何單位之部 份及地下層、2樓及3樓之外牆在公契圖則的立面圖上以綠色顯 示,僅供識別)、消防員升降機大堂、2樓之平台(不構成任何單 位之部分)、不可到達的平台、升降機 "2"、升降機 "3"、升 降機 "2" 升降機槽頂部、升降機 "3" 升降機槽頂部、升降機 大堂、升降機井、信箱房、3樓、5至12樓、15至23樓及25至30 樓之管槽、空調機平台的鋼筋混凝土上蓋、庇護天台層、垃圾 存放房、樓梯、2樓之臨時庇護區、3樓、5至12樓、15至23樓及 25至29樓之水錶房、擬供整個住宅樓宇(於公契中定義)共同享 用而並非供任何個別業主享用的該土地及發展項目的該等區域 及設施,在公契圖則上用綠色、綠色加黑斜綫及綠色加紅斜綫 顯示,僅供識別;
- (b) 業主按公契指定作為住宅公用地方及設施的該土地及發展項目 的其他區域及設施;
- (c) 擬供整個住宅樓宇共同使用與享用而非供任何個別業主使用與 享用的於該土地及發展項目內屬於建築物管理條例(第344章)附 表1指明的「公用部分」

但是不包括發展項目公用地方及設施、商業公用地方及設施及停車場公用地方及設施。

「停車場公用地方及設施」指並包括:

(a) 整個停車場(於公契中定義)(停車位(於公契中定義)、無障礙停車位及訪客停車位除外)包括但不限於車輛升降機"1"、車輛升降機機房、車輛升降機井、車道、管槽、電動車輛充電用錶

房、斜道、樓梯、擬供整個停車場共同享用而並非供任何個別 業主享用的該土地及發展項目的該等區域及設施,在公契圖則 上用靛藍色顯示,僅供識別;

- (b) 業主按公契指定作為停車場公用地方及設施的該土地及發展項目的其他區域及設施;
- (c) 供整個停車場共同使用與享用而非供任何個別業主使用與享用 的於該土地及發展項目內屬於建築物管理條例(第344章)附表1 指明的「公用部分」

但是不包括發展項目公用地方及設施、住宅公用地方及設施及商業公用地方及設施。

#### 2. 分配予發展項目中的每個住宅物業的不分割份數的數目

有關分配予每個住宅物業的不分割份數的數目請參閱本節下文「不分割份數的分配表」。

#### 3. 有關發展項目的管理人的委任年期

高樂服務有限公司獲委任為發展項目的管理人,首次任期為由公契 的日期起計兩年,並於期滿後獲繼續任職直至根據公契條款終止為 止。

#### 4. 管理開支在發展項目中的住宅物業的擁有人之間分擔的基準

- (a) 每個單位(於公契中定義)的業主須分擔年度預算第一部分規定的預算管理開支(於公契中定義)中其適當部分,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。年度預算第一部分須涵蓋管理人認為(除非有明顯錯誤,管理人的決定是終局性的)供全體業主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所需的一切開支。
- (b) 每個住宅單位(於公契中定義)的業主須分擔年度預算第二部分規定的預算管理開支中其適當部分,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。年度預算第二部分須涵蓋管理人認為(除非有明顯錯誤,管理人的決定是終局性的)專門涉及住宅公用地方及設施的一切開支。
- (c) 住宅單位業主須分擔年度預算第四部分規定的預算管理開支的若干分額,該分額由管理人以公平及合理的準則並參考管理人其絕對酌情權認為合適的相關因素及給予(包括但不限於)停車位、無障礙停車位及訪客停車位的面積合適的考慮以釐定,用意是每個住宅單位業主須支付的部份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。年度預算第四部分須涵蓋管理人認為(除非有明顯錯誤,管理人的決定是終局性的)專門涉及停車場公用地方及設施的一切開支。

#### 5. 計算管理費按金的基準

管理費按金相當於單位應付第一年預算管理開支之十二份之二。

#### 6. 擁有人在發展項目中保留作自用的範圍:

不適用

備註:請查閱公契擬稿以了解全部詳情。完整的公契擬稿現存於售樓 處,於開放時間可供免費查閱,並可在支付所需影印費後取得公契擬稿 之複印本。

#### 不分割份數的分配表

樓層	單位	不分割份數
3樓	A	36
	В	30
	С	32
	D	29
	Е	30
	F	29
	G	30
	Н	36
	J	58
5樓 - 12樓、15樓 - 23樓、 25樓 - 29樓 (22層樓)	A	每個單位29
	В	每個單位30
	С	每個單位32
	D	每個單位31
	Е	每個單位31
	F	每個單位31
	G	每個單位31
	Н	每個單位35
	J	每個單位51
30樓	A	122
	В	126

備註:不設4樓、13樓、14樓及24樓

- The Development is constructed on The Remaining Portion of Kowloon Inland Lot No. 11215 (the "Lot") which is held under the Conditions of Grant No. 20232 dated 6 August 2014 (the "Land Grant").
- 2. The lot is granted for a term of 50 years commencing from 6 August 2014.
- 3. Special Condition No. (9) of the Land Grant stipulates that:-
  - "(a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
  - (b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:-
    - (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in subclause (b)(iii) of this Special Condition;
    - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than 3 basement levels), for private residential purposes; and
  - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
  - (c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Conditions Nos. (24) and (25) (as may be respectively varied under Special Condition No. (26) hereof) or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director of Lands ("the Director") as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause shall be final and binding on the Grantee.
  - (d) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or floors shall be final and binding on the Grantee."
- 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):
  - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto:
  - (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. Special Condition No.(3) of the Land Grant stipulates that:-
  - "(a) The Grantee acknowledges that as at the date of this Agreement, there are some buildings and structures existing on the lot (other than the Encroachment as defined in sub-clause (b) of this Special Condition) (hereinafter referred to as "the existing buildings and structures") and parts of which project over Government land adjacent to the lot (hereinafter referred to as "the projections"). The Grantee shall on or before the date specified in Special Condition No. (8) hereof at his own expense and in all respects to the satisfaction of the Director demolish and remove the existing buildings and structures and the projections. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence and subsequent demolition and removal of the existing buildings and structures and the projections and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, 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 existing buildings and structures and the projections.
- (b) Without prejudice to the generality of sub-clause (a) of this Special Condition, the Grantee acknowledges that as at the date of this Agreement, certain structures protrude from the building or buildings erected on all those pieces or parcels of land registered in the Land Registry as Section G of Kowloon Inland Lot No. 1445 and Sub-section 1 of Section E of Kowloon Inland Lot No. 1445 (hereinafter collectively referred to as "the Adjoining Lots") onto the lot (hereinafter referred to as "the Encroachment") and the grant of the lot is subject to the existence of the Encroachment. The Government gives no warranty, express or implied, as to the physical condition, state or safety of the Encroachment or any part thereof, or as to whether the Encroachment was erected or installed or has remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation, or as to whether the Encroachment will be demolished, removed or rectified. The Government shall be under no responsibility, obligation or liability whatsoever to the Grantee or any other persons in respect of the Encroachment by or the presence, maintenance, repair, removal or demolition of the Encroachment or for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee or any other persons by reason of or arising out of or incidental to the Encroachment by or the presence, maintenance, repair, removal or demolition of the Encroachment or the carrying out of any works by the Grantee or any other persons in relation thereto or the taking of steps or legal proceedings or actions against the registered owners or occupiers of the Adjoining Lots or any other persons in respect thereof. The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the Encroachment by or the presence, maintenance, repair, demolition or removal of the Encroachment.
- (c) For the avoidance of doubt, the existence of the Encroachment and the fact that the lot is granted subject to the existence of the same shall not in any way relieve the Grantee of or release, discharge, lessen or vary the Grantee's obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, noncompliance, non-observance or non-performance by the Grantee of his obligations under these Conditions."
- 6. Special Condition No. (4) of the Land Grant stipulates that:-
  - "(a) The Grantee shall:
    - (i) on or before the date specified in Special Condition No. (8) hereof (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 future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Area"); and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

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

- (ii) on or before the date specified in Special Condition No. (8) hereof (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, services, street lights, traffic signs, street furniture, road markings and plants as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plants constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered in accordance with Special Condition No. (5) hereof.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance."

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

"The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of March, 2020."

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

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

- 9. Special Condition No. (11) of the Land Grant stipulated that:-
  - "(a) The Grantee shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
  - (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
    - (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
    - (iii) The decision of the Director as to which landscaping works proposed by the Grantee constitutes the 20% referred to in subclause (b)(i) of this Special Condition shall be final and binding on the Grantee.
    - (iv) The Director at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.
  - (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.

- (d) The Grantee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof."
- 10. Special Condition No. (13) of the Land Grant stipulated that:-
  - "(a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuses at his absolute discretion), no building or structure or support for any building or structure (other than the structure or structures provided or constructed in accordance with sub-clause (b) of this Special Condition and the Encroachment specified in Special Condition No. (3)(b) hereof) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").
  - (b) The Grantee shall:
    - (i) on or before the date specified in Special Condition No. (8) hereof (or within 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 Pink Hatched Blue Area; and
      - (II) provide and construct such culverts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Authorized Structures")

so that pedestrian traffic may be carried on the Pink Hatched Blue Area;

- (ii) on or before the date specified in Special Condition No. (8) hereof (or within 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 Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
- (iii) at all times manage, maintain and repair at his own expense the Pink Hatched Blue Area which have not been surrendered

to the Government in accordance with sub-clause (f)(i) of this Special Condition together with the Authorized Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in good and substantial repair and condition in all respects to the satisfaction of the Director until such time when the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (f)(i) of this Special Condition).

- (c) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition within the prescribed 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 binding upon the Grantee.
- (d) The Government, the Director, his officers, contractors, his or their workmen and any other persons duly authorized by 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 (b) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, his or their workmen and any other persons duly authorized by him under sub-clause (c) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors, his or their workmen and any other persons duly authorized by him in respect of any such loss, damage, nuisance or disturbance.
- (e) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f)(i) of this Special Condition permit the Government, 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 and the Pink Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area or any part or parts thereof.
- (f) (i) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part

- or parts thereof together with the Authorized Structures and all structures, facilities, services and installations as referred to in sub-clause (b)(iii) of this Special Condition as the Director shall at his sole discretion specify to the Government save and except the Approved Structures referred to in sub-clause (1) of this Special Condition but otherwise free from all incumbrances (including but not limited to any building mortgage of the lot including the Pink Hatched Blue Area as provided in Special Condition No. (19)(d) hereof) and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (ii) Notwithstanding the provision of Special Condition No. (19) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings erected or to be erected on the lot or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Area to the Government pursuant to sub-clause (f) (i) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director Provided that this sub-clause (f)(ii) shall not apply to a building mortgage of the lot including the Pink Hatched Blue Area as provided in Special Condition No. (19)(d) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (g) Notwithstanding the provision of Special Condition No. (19) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (g) shall not apply to the surrender and the carving out of the Pink Hatched Blue Area to the Government pursuant to sub-clauses (f) (i) and (f)(ii) of this Special Condition or a building mortgage of the lot including the Pink Hatched Blue Area as provided in Special Condition No. (19)(d) hereof.
- (h) (i) The Grantee shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than for the carrying out of the works specified in sub-clauses (b)(i) and (b)(ii) of this Special Condition, vehicular traffic and public pedestrian passage on

- foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.
- (ii) The Grantee shall, after the works referred to in sub-clauses (b) (i) and (b)(ii) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f)(i) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through, over the Pink Hatched Blue Area.
- (iii) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (f)(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)
   (ii) of this Special Condition neither the Grantee intends to dedicate
  nor the Government consents to any dedication of the Pink Hatched
  Blue Area or any part or parts thereof to the public for the right of
  passage.
- (j) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clauses (f)(i) and (h)(ii) 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) or 22(2) 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 Regulations 22(1) and 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (k) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to subclause (f)(i) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (12)(c) hereof. The Government shall have no liability and the Grantee shall

have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition No. (12)(c) hereof cannot be attained.

- (1) Where structure or structures has or have been erected or constructed with the prior written consent the Director given under sub-clause (a) of this Special Condition (hereinafter referred to as the "Approved Structures"), the Grantee agrees:
  - (i) that no alteration or amendment or addition whatsoever (whether or not it has been approved by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be made to the Approved Structures or any part or parts thereof except with the prior written approval of the Director;
  - (ii) that the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee or any other person by reason of the Approved Structures whether before or after the surrender of the Pink Hatched Blue Area or any part or parts thereof to the Government pursuant to sub-clause (f)(i) of this Special Condition;
  - (iii) that without prejudice to any other rights of the Government, at any time and at his absolute discretion, the Director shall have the right to serve upon the Grantee a written notice of not less than three calendar months requiring the Grantee to demolish and remove the Approved Structures or any part or parts thereof as the Director may specify without giving any reason therefor and the Government shall not be responsible for any loss or damage caused to or suffered by the Grantee arising out of the demolition or removal of the Approved Structures or any part or parts thereof, and the Grantee shall not be entitled to any claim whatsoever against the Government or any compensation whatsoever;
  - (iv) to manage and maintain (including all necessary repairs, cleaning and any other works as may be required by the Director) at all times at his own expense the Approved Structures in good and substantial repair and condition in all respects to the satisfaction of the Director until the demolition or the removal of the Approved Structures; and
  - (v) to indemnify and shall keep indemnified the Government from and against all liabilities, claims, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, presence, removal or demolition of the Approved Structures or the state and condition of the Approved Structures or the lack of repair or maintenance of the Approved Structures or otherwise in respect of the Approved Structures."

- 11. Special Condition No. (15) of the Land Grant stipulated 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. (12)(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 the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
  - (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
    - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a) (v) hereof; and
    - (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."
- 12. Special Condition No. (24) of the Land Grant stipulates that:-
  - "(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below (unless the Director consents to a rate for or to a number of the Residential Parking Spaces different from those set out in the table below):

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 17.6 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 10.6 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 4.2 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 2.1 residential units or part thereof
Not less than 160 square metres	One space for every 1.2 residential units or part thereof

- (ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a)(i) of this Special Condition and for the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below:
  - (I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (12)(c) hereof; and
  - (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (12)(c) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula:

The total gross floor area of the Residential Common Area The gross floor area in respect of a residential unit as calculated under sub-clause (a) (ii)(I) of this Special Condition

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

this Special Condition

- (iii) Additional spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot at a rate of 1 space for every block of residential units containing more than 75 residential units erected or to be erected on the lot or at such other rates as may be approved by the Director, provided that a minimum of two spaces shall be provided within the lot.
- (iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation at the following rates unless the Director consents to another rate:
  - (I) one space for every 200 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for office purposes; and
  - (II) one space for every 400 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, godown, hotel and petrol filling station) purposes.
  - (ii) For the purpose of calculating the number of spaces to be provided under sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.

- (iii) The spaces provided under sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition (as may be respectively varied under Special Condition No. (26) hereof) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in the said sub-clauses and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Out of the spaces provided under sub-clauses (a)(i), (a)(iii) and (b)(i)(I) and (b)(i)(II) of this Special Condition (as may be respectively varied under Special Condition No. (26) hereof), the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (26) hereof) and that the Grantee shall not designate or reserve all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be adjusted pursuant to Special Condition No. (26) hereof) to become the Parking Spaces for the Disabled Persons.
  - (ii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) 5 spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation unless the Director consents to another number of spaces;

- (ii) 3 out of the 5 spaces required to be provided under sub-clause (d)(i) of this Special Condition (hereinafter referred to as "the Residential Motor Cycle Parking Spaces") shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (iii) The remaining 2 spaces provided under sub-clause (d)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (e) (i) Except the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a) and (b) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
  - (ii) The dimensions of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
  - (iii) Each of the spaces provided under sub-clause (d) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director."
- 13. Special Condition No. (25) of the Land Grant stipulates that:-
  - "(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
    - (i) one space for every 800 residential units or part thereof in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot or at such other rates as may be

approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units;

- (ii) one space for every 3,000 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for office purposes; and
- (iii) one space for every 1,800 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for non-industrial (excluding residential, office, godown, hotel and petrol filling station) purposes;
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings or part or parts of the building or buildings referred to therein.
- (c) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(ii) and (a)(iii) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded."
- 14. Special Condition No.(26) of the Land Grant stipulates that:-
  - "(a) Notwithstanding Special Conditions Nos. (24)(a)(i), (24)(a)(iii), (24) (b)(i)(I), (24)(b)(i)(II) and (25)(a) hereof, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.
  - (b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective numbers of spaces required to be provided under Special Conditions Nos. (24)(a)(i) and (24)(d)(ii) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent."
- 15. Special Condition No. (28) of the Land Grant stipulates that:-
  - "(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:

- (i) assigned except
  - together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
  - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

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

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
- (d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for the Disabled Persons."
- 16. Special Condition No. (31) of the Land Grant stipulates that:-

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

- 17. Special Condition No. (32) 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. (31) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other supports, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges."
- 18. 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."

- 19. Special Condition No. (36) of the Land Grant stipulates that:-
  - "(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify 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."
- 20. Special Condition No. (40) of the Land Grant stipulates that:

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

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

- 1. 發展項目建於九龍內地段第11215號的餘段(「該地段」),於2014年 8月6日根據第20232號批地條件(「批地文件」)批出。
- 2. 該地段批出的年期為由2014年8月6日 起計50年。
- 3. 批地文件特別條件第(9)條規定:
  - 「(a) 除本特別條件第(b)分條規定外,該地段或其中任何部分或在其 上已建或擬建的建築物不能用作非工業(不包括倉庫、酒店及 加油站)以外的其他用途。
  - (b) 在該地段上已建或擬建的任何建築物或其中任何部分不能用作 下述規定以外的其他用途:
    - (i) 最低3層樓作非工業(不包括倉庫、酒店及加油站)用途,但 是為免存疑,地庫層(如已建)不論該樓層的範圍或樓面面 積大小應列入本特別條件所指樓層。使用任何地庫層還須 受本特別條件第(b)(iii)分條限制;
    - (ii) 餘下樓層(倘若超過3層地庫層,不包括最低3層樓以上的任何地庫層(如已建))作私人住宅用途;及
    - (iii) 對於任何地庫層(如已建),不論是最低3層樓的一層樓或 最低3層樓以上的一層地庫層,作非工業(不包括住宅、倉 庫、酒店及加油站)用途。
  - (c) 任何樓層若僅作為按特別條件第(24)和(25)條規定安置的車位、 上落貨車位(可按本文件特別條件第(26)條規定修改)或機房或兩 者之用途均不能列作本特別條件第(b)分條提及的一層樓,地政 總署署長(「署長」)對於任何一層樓是否用作本分條准許的用 途之決定是最終決定及約束承授人。
  - (d) 在本特別條件中,署長對如何構成樓層的決定是最終的及約束 承授人。」
- 4. 批地文件一般條件第6條規定:
  - 「(a) 承授人須在整個租期期間按本文件(按一般條件第12條定義)對已 建或重建建築物(該詞指以下第(b)分條預期的重新開發項目):
    - (i) 按經批准的設計、配置及任何經批准建築圖則維持一切建築物,不得對其作出修訂或更改;及
    - (ii) 維持按本文件已建或今後按任何修訂合同興建的一切建築 物處於修繕妥當及良好的保養狀態直至租約結束或提前終 止而交還為止。

(b) 倘若在租期的任何時候清拆當時在該地段或其中任何部分上面的任何建築物,承授人須興建相同類型和不少於其總樓面面積的品質良好的建築物或署長批准的類型及價值的建築物作為代替。如果進行上述清拆。承授人須在上述清拆的一個曆月內向署長申請其同意進行重新開發該地段的建築工程。當收到上述同意後必須在三個曆月內開展重新開發的必要工程及在署長規定的期限內完成,使署長滿意。」

#### 5. 批地文件特別條件第(3)條規定:

- 「(a) 承授人承認在本協議之日,在該地段上現存若干建築物及構築物(本特別條件(b)分條界定的侵佔部份除外)(以下簡稱「現有建築物及構築物」),部分該等建築物伸出過該地段毗連的政府土地(以下簡稱「伸出構築物」)。承授人須在本文件特別條件第(8)分條指定的日期或之前自費拆除與移走現有建築物、構築物及伸出構築物。在一切方面使署長滿意。政府對因為存在和其後進行拆除與移走現有建築物、構築物及伸出構築物造成承授人產生或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任或義務,承授人須對上述存在及其後拆除與移走現有建築物、構築物及伸出構築物所直接或間接引致或有關的一切責任、損失、索償、費用、要求、訴訟及其他司法程序彌償及保障政府。
- (b) 在不影響本特別條件第(a)分條的一般適用範圍下,承授人承認 在本協議之日,在土地註冊處以九龍內地段第1445號第G部份 和九龍內地段第1445號第E部份第1分段的所有整塊或整幅土地 (以下統稱「毗連土地」)上已建的建築物中伸展出若構築物到 該地段(以下簡稱「**侵佔部份**」),批出該地段是基於存在該侵 佔部份。政府對該侵佔部份的實際狀態、狀態或安全,侵佔部 份是否按建築物條例、其下的任何規例和任何修訂法例搭建或 安置或存在,或是否拆除、移走或調整不作任何明文或暗示的 保證。政府對侵佔部份的存在、保養、維修、移走或拆除或因 為侵佔部份的存在、保養、維修、移走或拆除所產生或承授人 或任何其他人士對此進行任何工程造成承授人或任何其他人士 產生或蒙受任何損失、損害、滋擾或干擾或就此對毗連地段的 註冊業主或佔用人或其他任何有關人士採取行動或法律程序或 訴訟不承擔任何責任、義務或法律責任。承授人須對侵佔部份 有關或因為侵佔部份的存在、保養、維修、移走或拆除所直接 或間接造成的一切責任、損失、索償、費用、要求、訴訟或其 他司法程序彌償及保障政府。
- (c) 為免存疑,侵佔部份的存在和批出該地段是基於佔用物的存在 之事實不能在任何方面緩解承授人或解除、排除、減少或更改 承授人在本文件的責任或在任何方面影響或損害政府在本文件 中對承授人違反、不遵守或不履行本文件規定他的責任所享有 的權利及濟助。」

#### 6. 批地文件特別條件第(4)條規定:

#### 「(a) 承授人須:

- (i) 於本文件特別條件第(8)條指定的日期或之前(或署長可批 准的其他延長時期內)按署長批准的方式、材料、標準、水 平、定線及設計自費進行下列工程,在一切方面使署長滿 章:
  - (I) 鋪設及塑造批地文件附錄的圖則上以綠色顯示未来 公共道路部份(以下簡稱「**綠色範圍**」);及
  - (II) 按署長酌情要求,提供及建造指定橋樑、隧道、立 交橋、地下通道、溝渠、高架橋、天橋、行人路、 道路或其他指定建築物(以下簡稱「**建築物**」)

使綠色範圍可容納建築物、車輛及行人交通;

- (ii) 於本批地文件特別條件第(8)條指定的日期或之前(或署長可批准的其他延長時期內),自費在綠色範圍鋪設地面、路邊石及渠道,提供溝渠、污水渠、排水渠、消防栓管道並按署長要求連接總水喉、服務、街燈、交通標誌、街道設施、道路標記及植物,使署長滿意;及
- (iii) 自費保養綠色範圍連同建築物以及興建、設置及提供在該 範圍之上或之內所有建築物、路面、溝渠、污水渠、排水 渠、消防栓、服務、街燈、交通標誌、街道設施、道路標 記及植物,使署長滿意,直至按本批地文件特別條件第(5) 條指定交還綠色範圍的管有權為止。
- (b) 倘若承授人未能在指定的期限內履行本特別條件(a)分條規定他的責任,政府可由承授人出資進行必要的工程,承授人須在要求時向政府支付署長決定相等於該工程費用的款項,署長的決定是最終的及約束承授人。
- (c) 政府對承授人履行他在本特別條件(a)分條的責任或政府按本特別條件(b)分條或其他規定行使權利所產生或附帶造成承授人或任何其他人士蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承授人不能就上述損失、損害、滋擾或干擾向政府提出索償。」

### 7. 批地文件特別條件第(8)條規定:

「承授人須開發該地段,在該地段上興建建築物並於2020年3月31日或之前完工和使其適合佔用,在一切方面符合批地文件及目前或任何時候在香港實施的有關建築、衛生及規劃之一切法例、附例及規例。」

#### 8. 批地文件特別條件第(10)條規定:

「未經署長事先書面同意,不得移除或干擾該地段或毗連範圍內生 長的樹木。署長在發出同意時,對於樹木進行移植、補償性園藝工 程或再植,可施加他認為合適的條件。」

- 9. 批地文件特別條件第(11)條規定:
  - 「(a) 承授人須自費提交一份顯示按本特別條件第(b)分條的要求在該 地段內擬提供的園藝工程之位置、佈局及平面圖的園藝圖則給 署長審批。
  - (b) (i) 該地段不少於20%的區域須種植樹木、灌木或其他植物。
    - (ii) 本特別條件第(b)(i)分條提及的20%中不少於50%的區域(「 綠化區」)須在署長可酌情決定的位置或水平設置,以便行 人可看見或進入該地段的人士可接近綠化區。
    - (iii) 署長對承授人提議的園藝工程是否構成本特別條件第(b)(i) 分條提及的20%之決定是最終的及約束承授人。
    - (iv) 署長可酌情接受承授人提議的其他非種植裝飾代替種植樹木、灌木或其他植物。
  - (c) 承授人須自費按已批准的園藝圖則對該地段進行園藝工程,在 一切方面使署長滿意。未經署長的預先書面同意,不能對已批 准園藝圖則作出任何修訂、改動、更改、修訂或代替。
  - (d) 承授人須在今後自費保養及保持園藝工程處於安全、整齊、整 潔及健康狀態,在一切方面使署長滿意。
  - (e) 按特別條件美化的區域須指定作為批地文件特別條件第(21)(a) (v)條提及的公用地方之部分。」
- 10. 批地文件特別條件第(13)條規定:
  - 「(a) 未經署長的預先書面同意(署長可按他認為合適的條款及條件給予該同意或具有絕對酌情權作出拒絕),不能在本文件附錄的圖則上用粉紅色加藍斜線顯示的範圍(以下簡稱「**粉紅色加藍斜線範圍**」)之上、上方、之下、上面、下面或之內搭建或建築或安置任何建築物或構築物或建築物或構築物的承托物(按本特別條件第(b)分條提供或安置的任何建築物和本文件特別條件第(3)(b)條指定的侵佔部份除外)。
  - (b) 承授人須:
    - (i) 於本文件特別條件第(8)條指定的日期或之前(或署長可批 准的其他延長時期內)按署長批准的方式、材料、標準、水 平、定線及設計自費進行下列工程,在一切方面使署長滿 意:

- (I) 輔設及塑造粉紅色加藍斜線範圍;及
- (II) 按署長自行酌情要求,提供及建造指定溝渠、污水渠、排水渠、行人路或其他指定建築物(以下簡稱「 認可建築物」)

使粉紅色加藍斜線範圍可容納行人交通;

- (ii) 於本批地文件特別條件第(8)條指定的日期或之前(或署長可 批准的其他延長時期內) ,自費在粉紅色加藍斜線範圍鋪 設地面、路邊石及渠道,提供溝渠、污水渠、排水渠、消 防栓管道並按署長要求連接總水喉、服務、街燈、交通標 誌、街道設施、道路標記及植物,使署長滿意;及
- (iii) 在沒有按本特別條件第(f)(i)分條交還粉紅色加藍斜線範圍 給政府之前,自費保養粉紅色加藍斜線範圍連同認可建 築物以及興建、設置及提供在該範圍之上或之內所有建築 物、路面、溝渠、污水渠、排水渠、消防栓並連接總水 喉、服務、街燈、交通標誌、街道設施、道路標記及植物 處於修繕妥當及良好的保養狀態,使署長滿意,直至按本 特別條件第(f)(i)分條指定交還粉紅色加藍斜線範圍的管有 權為止。
- (c) 倘若承授人未能在指定的期限內履行本特別條件(b)分條規定他的責任,政府可由承授人出資進行必要的工程,承授人須在要求時向政府支付署長決定相等於該工程費用的款項,署長的決定是最終的及約束承授人。
- (d) 政府、署長、他的官員、承建商、他的或他們的工人及他正式 授權的任何其他人士對承授人履行他在本特別條件第(b)分條 的責任或政府、署長、他的官員、承建商、他的或他們的工人 及他正式授權的任何其他人士按本特別條款(c)分條或其他規定 行使權利所產生或附帶造成承授人或任何其他人士蒙受任何損 失、損害、滋擾或干擾毋須承擔任何責任。承授人不能就上述 損失、損害、滋擾或干擾向政府、署長、他的官員、承建商、 他的或他們的工人及他正式授權的任何其他人士要求補償或其 他訴求。
- (e) 承授人在按本特別條件第(f)(i)分條交還整個粉紅色加藍斜線範圍給政府之前,須准許署長、他的官員、承建商、他的或他們的工人及他授權的任何其他人士有權攜帶或不攜帶工具、設備、機器或車輛自由及不受限制地出入、經過及再經過該地段及粉紅色加藍斜線範圍,旨在視察、檢查及監管按特別條件第(b)分條進行的任何工程和進行、視察、檢查及監管本特別條件第(c)分條的工程及署長認為必要在粉紅色加藍斜線範圍進行的任何其他工程。
- (f) (i) 承授人須在署長要求如此辦理的任何時候交還與移交粉紅 色加藍斜線範圍或其中任何部分連同認可建築物及署長自 行酌情指定本特別條件第(b)(iii)分條提及的一切建築物、設

施、服務及裝置的空置管有權給政府,除了本特別條款第(1)分條規定的認可建築物,並非其他,上述交還不帶任何產權負擔(包括但不限於按本文件第(19)(d)條規定對該地段包括粉紅色加藍斜線範圍的任何建築物按揭)和政府毋須支付任何代價、付款或補償給承授人,但是政府沒有責任應承授人的要求接收交還粉紅色加藍斜線範圍或其中任何部分,惟可在他認為合適時收回。為了本目的,承授人須按署長批准或要求的形式及內容自費訂立交還契約和任何其他必要文件。

- (ii) 即使本文件特別條件第(19)條有規定,按本特別條件第(f)(i) 分條交還整個粉紅色加藍斜線範圍給政府之前,承授人不能轉讓、按揭、抵押、轉租、分租、放棄管有或以其他形式處理該地段或其中任何部分或其中任何權益或在其上的任何建築物或任何建築物之部分或使其承受產權負擔或訂立上述行為的任何協議,除非及直至承授人已自費將粉紅色加藍斜線範圍從該地段分割出來,使署長滿意,但是本第(f)(ii)分條不適用於按本文件特別條件第(19)(d)條規定對該地段包括粉紅色加藍斜線範圍作出的建築物按揭。在上述分割之前,承授人須自費提交分割文件給署長作書面審批。
- (g) 即使本文件特別條件第(19)條有規定,承授人不能轉讓、按揭、抵押、轉租、分租、放棄管有或以其他形式處理粉紅色加藍斜線範圍或其中任何部分或其中任何權益或使其承受產權負擔或訂立上述行為的任何協議,但是本第(g)分條不適用於按本文件特別條件第(f)(i)和(f)(ii)條規定交還與切割粉紅色加藍斜線範圍給政府或按本文件特別條件第(19)(d)條規定對該地段包括粉紅色加藍斜線範圍作出的建築物按揭。
- (h) (i) 承授人不能使用粉紅色加藍斜線範圍或其中任何部分作任何用途,除了作本特別條件第(b)(i)和(b)(ii)條規定的分割工程、車輛交通和公眾步行或推輪椅通過的行人通道或署長自行酌情批准的其他用途。不准在粉紅色加藍斜線範圍儲存貨物或停泊車輛。
  - (ii) 在完成本特別條件第(b)(i)和(b)(ii)分條提及的工程,使署長滿意之後和按本特別條件第(f)(i)分條交還整個粉紅色加藍斜線範圍給政府之前,承授人須准許所有公眾人士為了一切合法目的在白天或晚上的任何時間內自由和毋須支付任何性質的費用,步行或推輪椅經過與再經過粉紅色加藍斜線範圍。
  - (iii) 政府對承授人履行他在本特別條件第(f)(i)和(h)(ii)分條的 責任所產生或附帶造成承授人或任何其他人士蒙受任何損 失、損害、滋擾或干擾毋須承擔任何責任。承授人不能就 上述損失、損害、滋擾或干擾向政府、署長及他授權的官 員要求補償或其他訴求。

- (i) 特此明文同意、宣佈及規定,除了本特別條件第(h)(ii)分條對承 授人施加的條件外,承授人沒有準備撥出和政府沒有同意撥出 粉紅色加藍斜線範圍或其中任何部分給公眾作通行權。
- (j) 特此明文同意與宣佈本特別條件第(f)(i)和(h)(ii)分條載有承授人的責任沒有期待或要求按建築物(規劃)規例第22(1)或22(2)條和任何修訂或代替規例或其他規定給予額外上蓋面積或地積比的任何優惠或權利。為免存疑,承授人明文放棄按建築物(規劃)規例第22(1)或22(2)條和任何修訂或代替規例或其他規定給予額外上蓋面積或地積比的任何優惠或權利的一切索求。
- (k) 承授人同意及接受在按本特別條件第(f)(i)分條交還粉紅色加藍 斜線範圍或其中任何部分後,因為該地段的面積之減少或其他 原因,他在開發或重新開發該地段或其中任何部分時不能獲得 本文件特別條件第(12)(c)條准許的最大總樓面面積。政府沒有 責任和承授人不能對未能獲得本文件特別條件第(12)(c)條准許 的最大總樓面面積要求索償或退還地價或其他要求。
- (l) 對於按本特別條件第(a)分條規定經署長預先書面同意後所搭建 或興建的建築物(以下簡稱「**經批准建築物**」),承授人同意:
  - (i) 未經署長的預先書面批准,不能對經批准建築物或其中任何部分作出任何更改、修訂或增建(不論是否經建築事務監督按建築物條例及其下的任何規例作出批准);
  - (ii) 對於無論是在按本特別條件第(f)(i)分條交還粉紅色加藍斜線範圍給政府之前或之後,因為經批准建築物對承授人或其他人士造成或使其蒙受任何損失、損害、滋擾或煩擾,政府毋須承擔任何責任;
  - (iii) 在不影響政府的任何其他權利下,署長有權在任何時候絕對的情提前不少於3個曆月向承授人發出書面通知,要求承授人拆除與移走經批准建築物或署長可指定的其中任何部分,而毋須解釋原因。政府對拆除或移走經批准建築物或其中任何部分造成承授人蒙受任何損失或損害毋須承擔任何責任。承授人無權向政府索償或要求任何補償;
  - (iv) 在任何時候自費管理與保養(包括一切必要的維修、清潔及署長可要求的任何其他工程)經批准建築物處於良好與充足維修及狀態,在一切方面使署長滿意,直至拆除或移走經批准建築物;及
  - (v) 對直接或間接來自或有關搭建、存在、移走或拆除經批准 建築物或經批准建築物的狀況及狀態或經批准建築物失修 或就經批准建築物的其他事宜所產生一切責任、索償、要 求、訴訟或其他司法程序彌償及保障政府。」

- 11. 批地文件特別條件第(15)條規定:
  - 「(a) 經署長書面批准,承授人可在該地段內搭建、建築及提供康樂 設施及其輔助設施(以下簡稱「**設施**」)。設施的類型、面積、 設計、高度及配置亦須經署長的預先書面批准。
  - (b) 在計算本文件特別條件第(12)(c)條指定的總樓面面積時,除了本文件特別條件第(38)(d)條規定外,按本特別條件第(a)分條在該地段內提供的設施之任何部分,只要是供在該地段已建或擬建的住宅大廈的所有住戶和他們的真正訪客共同使用與享用就不列入上述計算,而該設施的餘下部分若署長認為不屬於上述使用,則應列入計算。
  - (c) 倘若設施任何部分被豁免列入計算本特別條件第(b)分條的總樓 面面積(以下簡稱「**豁免設施**」):
    - (i) 豁免設施須指定為並構成本文件特別條件第(21)(a)(v)條提 及的公用地方;
    - (ii) 承授人須自費保養豁免設施處於修繕妥當的狀態並操作豁 免設施,使署長滿意;及
    - (iii) 豁免設施僅供該地段上已建或擬建的住宅大廈的住戶和他 們的真正訪客使用,並非其他人士使用。」
- 12. 批地文件特別條件第(24)條規定:
  - 「(a) (i) 必須按以下表格列明該地段已建或擬建的住宅單位面積計算之比率(除非署長同意採用不同於以下列表格列明的住宅車位數目之比率)在地段內提供車位,使署長滿意,供停泊按道路交通條例、其下的任何規例及任何修訂法例領有牌照的車輛,屬於該地段已建或擬建的建築物佔用人和他們的真正來賓、訪客或被邀請使用者使用的車位(以下簡稱「住宅車位」):

每個住宅單位的面積	提供住宅車位的數目
少於40平方米	每17.6個住宅單位或其中部 分一個車位
不少於40平方米,但少於70	每10.6個住宅單位或其中部
平方米	分一個車位
不少於70平方米,但少於	每4.2個住宅單位或其中部
100平方米	分一個車位
不少於100平方米,但少於	每2.1個住宅單位或其中部
160平方米	分一個車位
不少於160平方米	每1.2個住宅單位或其中部 分一個車位

- (ii) 在本特別條件第(a)(i)分條中,擬提供的住宅車位總數應是根據本特別條件第(a)(i)分條的表格列明每個住宅單位的面積計算各個車位數目的總數。在本批地文件中,「每個住宅單位面積」一詞在總樓面面積方面指以下第(I)及(II)的總和:
  - (I) 該單位住戶獨家使用與享用的住宅單位總樓面面積,從該單位的圍牆或護牆外面測量,除了分隔2個連接單位的圍牆,在該種情況下,須從該等牆壁的中心點測量並包括該單位內的內部分隔牆及支柱,但是為免存疑,不包括該單位內沒有列入本文件特別條件第(12)(c)條指定的總樓面面積的所有樓面面積;及
  - (II) 與每個住宅單位成比例的住宅公用地方(按下文界定) 的總樓面面積,即在住宅單位外圍牆外面供該地段 已建或擬建發展項目的住宅部分所有住戶共同使用 與享用的住宅公用地方的總樓面面積(該住宅公用地 方在下文簡稱「**住宅公用地方**」),為免存疑,不包 括沒有列入計算本文件特別條件第(12)(c)條指定總樓 面面積的所有樓面面積,在計算時須按下列公式分 攤給住宅單位:

住宅公用地方 的總樓面面積

按本特別條件第(a)(ii)(I)分條 計算的有關住宅單位的總樓 面面積

按本特別條件第(a)(ii)(I)分條 計算所有住宅單位的總樓面 面積

- (iii) 如果該地段已建或擬建的任何住宅單位大廈提供超過75個 住宅單位,必須按每座住宅單位大廈1個車位之比率或署長 批准的其他比率提供額外車位,使署長滿意,惟該地段內 須提供不少於2個車位,供停泊按道路交通條例、其下的任 何規例及任何修訂法例領有牌照的車輛,屬於該地段已建 或擬建的建築物內住宅單位住戶的真正來賓、訪客或被邀 請使用者使用的車位。
- (iv) 按本特別條件第(a)(i)和(a)(iii)分條提供的車位(可按批地文件特別條件第(26)條修訂)不能用作他們分別指定以外的任何用途,及特別是上述車位不能用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。
- (b) (i) 除非署長同意其他比率,必須按下列比率在該地段內提供 車位作停泊按道路交通條例、其下的任何規例及任何修訂 法例領有牌照的車輛之用途,使署長滿意:
  - (I) 該地段已建或擬建作寫字樓用途的建築物或建築物的部分的總樓面面積每200平方米或其中部分一個車位;及

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- (II) 該地段已建或擬建作非工業用途(不包括住宅、寫字樓、倉庫、酒店及加油站)的建築物或建築物的部分的總樓面面積中每400平方米或其中部分一個車位。
- (ii) 在計算按本特別條件第(b)(i)(I)和(b)(i)(II)分條提供的車位數 目時,用作泊車及裝卸用途的任何樓面面積不列入計算。
- (iii) 按本特別條件第(b)(i)(I)和(b)(i)(II)分條提供的車位(可按批 地文件特別條件第(26)條修訂)不能用作該分條規定停泊按 道路交通條例、其下的任何規例及任何修訂法例領有牌照 的車輛,屬於該地段已建或擬建的建築物或建築物部分的 住戶或佔用人和他們的真正來賓、訪客或被邀請使用者使 用的車位以外之任何用途,及特別是上述車位不能用作儲 存、陳列或展示汽車出售或其他用途或提供車輛清潔及美 容服務。
- (c) (i) 承授人必須從按本特別條件第(a)(i)、(a)(iii)和(b)(i)(D,(b)(i) (II)分條提供的車位(可按批地文件特別條件第(26)條修訂)中保留與指定建築事務監督可要求與批准的車位數目供道路交通條例、其下的任何規例及任何修訂法例界定的殘疾人士停泊車輛(上述保留與指定的車位在下文稱為「**殘疾人士車位**」),但是必須從按本特別條件第(a)(iii)分條提供的車位(可按批地文件特別條件第(26)條修訂)中保留與指定不少於一個車位,承授人不能指定或保留所有按本特別條件第(a)(iii)分條提供的車位(可按批地文件特別條件第(26)條修訂)作為殘疾人士車位。
  - (ii) 殘疾人士車位不能用作道路交通條例、其下的任何規例及 任何修訂法例界定的殘疾人士停泊車輛,屬於該地段已建 或擬建的建築物住戶或佔用人和他們的真正來賓、訪客或 被邀請使用者使用的車位以外之任何用途,及特別是上述 車位不能用作儲存、陳列或展示汽車出售或其他用途或提 供車輛清潔及美容服務。
- (d) (i) 除非署長同意其他車位數目,必須在該地段內提供5個電單車車位,供停泊按道路交通條例、其下的任何規例及任何修訂法例領有牌照的車輛,使署長滿意;
  - (ii) 按本特別條件第(d)(i)分條提供的5個車位中的3個車位(以下簡稱「**住宅電單車車位**」)不能用作停泊按道路交通條例、 其下的任何規例及任何修訂法例領有牌照的電單車,屬於 該地段已建或擬建的建築物或建築物部分的住戶和他們的 真正來賓、訪客或被邀請使用者使用的車位以外之任何用 途,及特別是上述車位不能用作儲存、陳列或展示汽車出 售或其他用涂或提供車輛清潔及美容服務。
  - (iii) 按本特別條件第(d)(i)分條提供的餘下2個車位不能用作停泊 按道路交通條例、其下的任何規例及任何修訂法例領有牌 照的電單車,屬於該地段已建或擬建的建築物或建築物部 分的佔用人作本特別條件第(b)(i)(I)及(b)(i)(II)分條指定的用 途和他們的真正來賓、訪客或被邀請使用者使用的車位以

外之任何用途,及特別是上述車位不能用作儲存、陳列或 展示汽車出售或其他用途或提供車輛清潔及美容服務。

- - (ii) 每個殘疾人士車位的尺寸須按建築事務監督要求並經其批 准。
  - (iii) 按本特別條件第(d)條提供的每個車位(可按本文件特別條件 第(26)條修訂)的尺寸應為1米闊×2.4米長×至少2.4米高或署 長可批准的其他最少高度。」
- 13. 批地文件特別條件第(25)條規定:
  - 「(a) 必須按下列比率在該地段內提供上落貨車位作貨車裝卸用途, 使署長滿意:
    - (i) 該地段已建或擬建的建築物或建築物的部分每800個住宅單位或其中部分一個上落貨車位或按署長批准的其他比率提供,惟該地段已建或擬建的每座住宅單位大廈至少有一個上落貨車位,該上落貨車位須設置在每個住宅單位大廈旁邊或之內;
    - (ii) 該地段已建或擬建作寫字樓用途的建築物或建築物的部分 的總樓面面積的每3,000平方米或其中部分一個上落貨車 位;及
    - (iii) 該地段已建或擬建作非工業(不包括私人住宅、寫字樓、倉庫、酒店及加油站)用途的建築物或建築物的部分的總樓面面積的每1,800平方米或其中部分一個上落貨車位。
  - (b) 按本特別條件第(a)分條規定提供的上落貨車位(可按本文件特別條件第(26)條修訂)的面積應為3.5米闊×7.0米長×至少3.6米高,該上落貨車位不能用作有關建築物或建築物的部分的貨車裝卸貨物以外之任何用途。
  - (c) 在計算按本特別條件第(a)(ii)和(a)(iii)分條提供的上落貨車位數目時,用作泊車及裝卸用途的任何樓面面積不列入計算。"
- 14. 批地文件特別條件第(26)條規定:
  - 「(a) 儘管特別條件第(24)(a)(i)條、第(24)(a)(iii)條、第(24)(b)(i)(I)條、第(24)(b)(i)(II)條及第(25)(a)條,承授人可將前述特別條件分別要求提供的車位數目增加或減少多於5%,惟如此增加或減少的車位總數目不可多於50個。
  - (b) 除本特別條件第(a)分條外,承授人可將第(24)(a)(i)條及第24(d) (ii)條分別要求提供的車位數目(不計算按特別條件第(a)分條計 算的車位數目)增加或減少多於5%。」

#### 15. 批地文件特別條件第(28)條規定:

- 「(a) 即使已遵守與履行本批地文件使署長滿意,住宅車位及住宅電 單車車位不能
  - (i) 轉讓,除非
    - (I) 連同該地段的連同獨家使用及管有該地段已建或擬 建的大廈住宅單位的權利的不分割份數及;或
    - (II) 給已經是該地段的不分割份數連同獨家使用及管有 該地段已建或擬建的大廈住宅單位的權利的業主之 人士;或
  - (ii) 分租,除非給該地段已建或擬建的大廈住宅單位的住戶,

但是在任何情況下,不得轉讓或分租超過3個住宅停車位和住宅軍車停車位給予該地段已建或擬建大廈任何一個住宅單位的業主或住戶。

- (b) 即使本特別條件第(a)分條規定,經署長的預先書面同意,承授 人可以整體轉讓所有住宅停車位及住宅電單車停車位,但僅可 給承授人全資擁有的附屬公司。
- (c) 本特別條件第(a)分條不適用於轉讓、分租、按揭或抵押整個地段。
- (d) 本特別條件第(a)和(b)分條不適用於殘疾人士車位。」
- 16. 批地文件特別條件第(31)條規定:

「未經署長事先書面同意,承授人不可削去、移除或削減任何與該 地段毗連或相鄰之政府土地或於任何政府土地上進行任何堆積、堆 填或任何類型的斜坡處理工程。署長在發出同意時,可自行酌情決 定施加他認為合適的條件,包括以其決定之地價授予額外政府土地 作為該地段的延伸。」

- 17. 批地文件特別條件第(32)條規定:
  - 「(a) 如果任何土地需要或已經被削去、移除或削減或堆積或堆填或進行任何類型的斜坡處理工程,不論有否經署長預先書面同意,亦不論是在該土地內或任何政府土地內,旨在塑造、平整或開發該地段或其中任何部分或承授人按本文件需要進行的任何其他工程或作任何其他用途,承授人須自費進行與修建該等斜坡處理工程、護土牆或其他支撑物、保護物、排水或輔助工程或今後成為必要的其他工程,以便保護與支撑該地段和任何毗鄰或毗連政府土地或出租土地內的泥土,避免與防止今後發生任何塌方、山泥傾瀉或地陷。承授人須在批地文件授予的租期期間自費保養該土地、斜坡處理工程、護土牆或其他支撑物、保護物、排水或輔助工程或其他工程處於修繕妥當的狀態,使署長滿意。

- (b) 本特別條件第(a)分條不能影響本文件,特別是批地文件特別條件第(31)條賦予政府的權利。
- (c) 倘若因為任何塑造、平整、開發或承授人進行其他工程或任何 其他原因造成任何時候發生塌方、山泥傾瀉或地陷,不論發生 在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土 地,承授人須自費進行修復或彌補,使署長滿意並對上述塌 方、山泥傾瀉或地陷造成政府、他的代理人及承建商承受、遭 受或產生一切費用、收費、損害賠償、要求及索償作出彌償。
- (d) 除了批地文件規定對違反該規約的任何其他權利或濟助外,署長有權發出書面通知要求承授人進行、修建及保養該土地、斜坡處理工程、護土牆或其他支承物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承授人不理會或未能在通知指定的時期內執行該通知要求,使署長滿意,署長可立即執行與進行任何必要工程。承授人須在要求時歸還政府因此產生的費用連同任何行政費或專業費用及開支。」

#### 18. 批地文件特別條件第(33)條規定:

「如果在開發或重新開發該地段或其中任何部分時已安裝預應力地 樁,承授人須在預應力地樁的服務年限期間定期保養與檢查預應力 地樁,使署長滿意並在署長不時絕對酌情要求時提供上述檢驗工程 的報告和資料給署長。如果承授人不理會或未能進行上述檢驗工 程,署長可立即執行與進行上述檢驗工程。承授人須在要求時歸還 政府因此產生的費用連同任何行政費或專業費用及開支。」

### 19. 批地文件特別條件第(36)條規定:

- 「(a) 承授人須自費建造與保養該地段邊界內或署長認為必要的政府 土地內的排水渠及渠道,使署長滿意,以便截斷與引導該地段 的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水 渠。承授人須對上述暴雨或雨水造成的任何損壞或滋擾而導致 的一切訴訟、索償及要求自行負責並向政府及其官員作出彌 償。
- (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠、排水渠及 污水渠(如已建及已啟用)的工程可由署長進行,但署長毋須就 因此產生的任何損失或損害對承授人負責。承授人須在要求時 向政府支付上述連接工程的費用,或者該等連接工程亦可由承 授人自費進行,使署長滿意。在該種情況下,上述連接工程的 任何一段若在政府土地內修建,必須由承授人自費保養,直至 要求時由承授人移交給政府,由政府出資負責今後的保養。承 授人須在要求時向政府支付有關上述連接工程的技術檢查之費 用。若承授人未能保養上述連接工程在政府土地內修建的任何 一段,署長可進行必要的保養工程,承授人須在要求時向政府 支付該等工程的費用。」

#### 20. 批地文件特別條件第(40)條規定:

「不准在該地段搭建或製作墳墓或骨灰龕,亦不准在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。」

註: 欲悉詳情請參考批地文件。批地文件全文已備於售樓處,可在售樓 處辦公時間免費要求閱覽,並可支付必要的影印費用後獲取副本。

- A. Facilities that are required under the land grant to be constructed and provided for the Government, or for public use
  - 1. Description
    - (a) The Green Area and the Structures as referred to in Special Condition No. (4) of the Land Grant (until their possession is redelivered to the Government in accordance with the Land Grant).
    - (b) The Pink Hatched Blue Area and the Authorized Structures as referred to in Special Condition No. (13) of the Land Grant.
  - 2. The general public has the right to use the facilities in accordance with the Land Grant.
- B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development
  - 1. Description
  - (a) The Green Area and the Structures as referred to in Special Condition No. (4) of the Land Grant (until possession thereof is re-delivered to the Government in accordance with the Land Grant).
  - (b) The Pink Hatched Blue Area and the Authorized Structures as referred to in Special Condition No. (13) of the Land Grant.
  - 2. The general public has the right to use the facilities in accordance with the Land Grant.
  - 3. The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.

Note: Pursuant to Special Condition No. (13)(f)(ii) of the Land Grant, the carving out of the Pink Hatched Blue Area from Kowloon Inland Lot No. 11215 was approved by Director of Lands on 14 March 2016. The Pink Hatched Blue Area was carved out from Kowloon Inland Lot No. 11215 by a Deed Poll dated 31 March 2016 and registered in the Land Registry by Memorial No. 16040702320116 and known as Section A of Kowloon Inland Lot No. 11215. The Pink Hatched Blue Area does not form part of the lot (i.e. the Remaining Portion of Kowloon Inland Lot No. 11215) on which the Development is constructed. There is no provision in the draft Deed of Mutual Covenant and Management Agreement in respect of the Development requiring the owners of the residential properties in the Development to be responsible for the expenses of managing, operating or maintaining the Pink Hatched Blue Area and the Authorized Structures.

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

Not applicable.

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

Not applicable.

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

Please see the plan in the end of this section.

- F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land
  - 1. Special Condition No. (4) of the Land Grant stipulates that:-
  - " (a) The Grantee shall:
    - (i) on or before the date specified in Special Condition No. (8) hereof (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 future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Area"); and
      - (II) provide and construct such bridges, tunnels, 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 Structures")

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

(ii) on or before the date specified in Special Condition No.

(8) hereof (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, services, street lights, traffic signs, street furniture, road markings and plants as the Director may require; and

- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plants constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered in accordance with Special Condition No. (5) hereof.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance."
- 2. Special Condition No. (5) of the Land Grant stipulates that:-
- "For the purpose only of carrying out the necessary works specified in Special Condition No. (4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (4) hereof or otherwise."
- 3. Special Condition No. (6) of the Land Grant stipulates that:-
- "The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof."
- 4. Special Condition No. (7) of the Land Grant stipulates that:-

- " (a) The Grantee shall at all reasonable times while he is in the possession of the Green Area:
  - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of free ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(b) hereof and any other works which the Director may consider necessary in the Green Area or any part or parts thereof;
  - permit the Government and the relevant public utility companies authorized by the Government the right of free ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
  - (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of free ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under subclause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition."

- 5. Special Condition No. (13) of the Land Grant stipulates that:-
- "(a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuses at his absolute discretion), no building or structure or support for any building or structure (other than the structure or structures provided or constructed in accordance with sub-clause (b) of this Special Condition and the Encroachment specified in Special Condition No. (3)(b) hereof) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").
- (b) The Grantee shall:
  - (i) on or before the date specified in Special Condition No. (8) hereof (or within 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 Pink Hatched Blue Area; and
    - (II) provide and construct such culverts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Authorized Structures")
    - so that pedestrian traffic may be carried on the Pink Hatched Blue Area;
  - (ii) on or before the date specified in Special Condition No. (8) hereof (or within 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 Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
  - (iii) at all times manage, maintain and repair at his own expense the Pink Hatched Blue Area which have not been surrendered to the Government in accordance with subclause (f)(i) of this Special Condition together with the Authorized Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in good and substantial repair and condition in all respects to the satisfaction of the Director

- until such time when the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (f)(i) of this Special Condition).
- (c) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition within the prescribed 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 binding upon the Grantee.
- (d) The Government, the Director, his officers, contractors, his or their workmen and any other persons duly authorized by 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 (b) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, his or their workmen and any other persons duly authorized by him under sub-clause (c) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors, his or their workmen and any other persons duly authorized by him in respect of any such loss, damage, nuisance or disturbance.
- (e) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f)(i) of this Special Condition permit the Government, 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 and the Pink Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area or any part or parts thereof.
- f) (i) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the Authorized Structures and all structures, facilities, services and installations as referred to in sub-clause (b)(iii) of this Special Condition as the Director shall at his sole discretion specify to the Government save and except the Approved Structures referred to in sub-clause (1) of this Special Condition but otherwise free from all incumbrances (including but not limited to any building mortgage of the lot including the Pink Hatched Blue Area as provided in Special Condition

No. (19)(d) hereof) and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.

- Notwithstanding the provision of Special Condition No. (19) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings erected or to be erected on the lot or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Area to the Government pursuant to sub-clause (f)(i) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director Provided that this subclause (f)(ii) shall not apply to a building mortgage of the lot including the Pink Hatched Blue Area as provided in Special Condition No. (19)(d) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (g) Notwithstanding the provision of Special Condition No. (19) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do provided that this subclause (g) shall not apply to the surrender and the carving out of the Pink Hatched Blue Area to the Government pursuant to sub-clauses (f)(i) and (f)(ii) of this Special Condition or a building mortgage of the lot including the Pink Hatched Blue Area as provided in Special Condition No. (19)(d) hereof.
- (h) (i) The Grantee shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than for the carrying out of the works specified in sub-clauses (b)
  (i) and (b)(ii) of this Special Condition, vehicular traffic and public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.
  - (ii) The Grantee shall, after the works referred to in sub-clauses (b)(i) and (b)(ii) of this Special Condition have been

- completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f)(i) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through, over the Pink Hatched Blue Area.
- (iii) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (f)(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)(ii) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- of the Grantee contained in sub-clauses (f)(i) and (h)(ii) 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) or 22(2) 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 Regulations 22(1) and 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (k) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to subclause (f)(i) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (12)(c) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition No. (12)(c) hereof cannot be attained.
- (1) Where structure or structures has or have been erected or constructed with the prior written consent the Director given under sub-clause (a) of this Special Condition (hereinafter referred to as the "Approved Structures"), the Grantee agrees:

- (i) that no alteration or amendment or addition whatsoever (whether or not it has been approved by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be made to the Approved Structures or any part or parts thereof except with the prior written approval of the Director;
- that the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee or any other person by reason of the Approved Structures whether before or after the surrender of the Pink Hatched Blue Area or any part or parts thereof to the Government pursuant to subclause (f)(i) of this Special Condition;
- (iii) that without prejudice to any other rights of the Government, at any time and at his absolute discretion, the Director shall have the right to serve upon the Grantee a written notice of not less than three calendar months requiring the Grantee to demolish and remove the Approved Structures or any part or parts thereof as the Director may specify without giving any reason therefor and the Government shall not be responsible for any loss or damage caused to or suffered by the Grantee arising out of the demolition or removal of the Approved Structures or any part or parts thereof, and the Grantee shall not be entitled to any claim whatsoever against the Government or any compensation whatsoever;
- (iv) to manage and maintain (including all necessary repairs, cleaning and any other works as may be required by the Director) at all times at his own expense the Approved Structures in good and substantial repair and condition in all respects to the satisfaction of the Director until the demolition or the removal of the Approved Structures; and
- (v) to indemnify and shall keep indemnified the Government from and against all liabilities, claims, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, presence, removal or demolition of the Approved Structures or the state and condition of the Approved Structures or the lack of repair or maintenance of the Approved Structures or otherwise in respect of the Approved Structures."
- G. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land

Nil.

### 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. 描述
  - (a) 批地文件特別條件第(4)條提及的「綠色範圍」及「建築物」 (直至其管有權按批地文件交還予政府為止)。
  - (b) 批地文件特別條件第(13)條提及的「粉紅色加藍斜線範圍」及「認可建築物」。
- 2. 公眾有權按照批地文件使用該等設施。
- 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. 描述
    - (a) 批地文件特別條件第(4)條提及的「綠色範圍」及「建築物」 (直至其管有權按批地文件交還予政府為止)。
    - (b) 批地文件特別條件第 (13) 條提及的「粉紅色加藍斜線範圍」及「認可建築物」。
  - 2. 公眾有權按照批地文件使用該等設施。
  - 3. 該等設施按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,及該等擁有人按規定須以由有關住宅物業分攤的管理開支,應付管理、營運或維持該等設施的部分開支。

註:根據批地文件特別條件第(13)(f)(ii),地政總署署長於2016年3月14日批准將粉紅色加藍斜線範圍從九龍內地段第11215號中分割出來。根據一份日期為2016年3月31日並於土地註冊處以註冊摘要編號16040702320116登記的分割契,粉紅色加藍斜線範圍從九龍內地段第11215號中分割出來並稱為九龍內地段第11215號第A段。粉紅色加藍斜線範圍並不屬於發展項目建於之上的該地段(即九龍內地段第11215號餘段)之部份。發展項目的公契及管理合約草擬稿中沒有條款要求發展項目中的住宅物業的擁有人承擔「粉紅色加藍斜線範圍」及「認可建築物」的管理、營運或維持該等設施的開支。

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

不適用。

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

不適用。

E. 顯示上述的該等設施、休憩用地及土地中的該等部分的位置的圖

請見附於本節中最後的圖則。

- F. 批地文件中關於上述的該等設施、休憩用地及土地中的該等部分的 條文
  - 1. 批地文件特別條件第(4)條規定:
  - 「(a) 承授人須:
    - (i) 於本文件特別條件第(8)條指定的日期或之前(或署長可批准的其他延長時期內)按署長批准的方式、 材料、標準、水平、定線及設計自費進行下列工程,在一切方面使署長滿意:
      - (I) 鋪設及塑造批地文件附錄的圖則上以綠色顯示未 来公共道路部份(以下簡稱「**綠色範圍**」);及
      - (II) 按署長酌情要求,提供及建造指定橋樑、隧道、 立交橋、地下通道、溝渠、高架橋、天橋、行人 路、道路或其他指定建築物(以下簡稱「**建築** 物」)

使綠色範圍可容納建築物、車輛及行人交通;

- (ii) 於本批地文件特別條件第(8)條指定的日期或之前(或署長可批准的其他延長時期內),自費在綠色範圍鋪設地面、路邊石及渠道,提供溝渠、污水渠、排水渠、消防栓管道並按署長要求連接總水喉、服務、街燈、交通標誌、街道設施、道路標記及植物,使署長滿意;及
- (iii) 自費保養綠色範圍連同建築物以及興建、設置及提供在該範圍之上或之內所有建築物、路面、溝渠、污水渠、排水渠、消防栓、服務、街燈、交通標誌、街道設施、道路標記及植物,使署長滿意,直至按本批地文件特別條件第(5)條指定交還綠色範圍的管有權為止。
- (b) 倘若承授人未能在指定的期限內履行本特別條件 (a) 分條規 定他的責任,政府可由承授人出資進行必要的工程,承授 人須在要求時向政府支付署長決定相等於該工程費用的款 項,署長的決定是最終的及約束承授人。
- (c) 政府對承授人履行他在本特別條件 (a) 分條的責任或政府按本特別條件 (b) 分條或其他規定行使權利所產生或附帶造成承授人或任何其他人士蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承授人不能就上述損失、損害、滋擾或干擾向政府提出索償。」

- 2. 批地文件特別條件第(5)條規定:
- 「僅為了進行本批地文件特別條件第(4)條指定的必要工程,承授人在本協議之日獲授予綠色範圍的管有權。綠色範圍須在政府要求時交還給政府,和在任何情況下於署長發出函件證明本批地文件已履行使他滿意之日視為已交還給政府。承授人須在他管有綠色範圍任何合理時間內允許一切政府及公眾車輛及行人在任何時間內自由經過綠色範圍並確保上述通行不會受到按批地文件特別條件第(4)條或其他規定進行的工程之干涉或阻礙。」
- 3. 批地文件特別條件第(6)條規定:
- 「未經署長的預先書面批准,承授人不能使用綠色範圍儲物或搭建 任何臨時構築物或進行本文件特別條件第 (4) 條指定的工程以外 的任何用途。」
- 4. 批地文件特別條件第(7)條規定:
- 「(a) 承授人須在管有綠色範圍期間,於任何合理時間內:
  - (i) 准許政府、署長、他的官員、承建商、代理人及署長授權的任何其他人士有權出入、經過及再經過該地段及綠色範圍,旨在視察、檢查及監管按本文件特別條件第(4)(a)條進行的任何工程和視察、檢查及監管按本文件特別條件第(4)(b)條進行的工程及署長認為有必要在綠色範圍或其中任何部分內進行的任何其他工程;
  - (ii) 准許政府和政府授權的有關公用事業公司在政府和 有關公用事業公司要求時有權出入、經過及再經過 該地段及綠色範圍,旨在綠色範圍或任何毗鄰土地 之內、之上或之下進行任何工程,包括但不限於鋪 設和其後保養一切管道、電線、槽、電纜槽及其他 傳導媒介及輔助設備,以便提供電話、電力、煤氣 (如有)及其他服務給該地段或任何毗鄰或毗連土 地及物業。承授人須充分配合政府和政府正式授權 的有關公用事業公司在綠色範圍內進行上述工程的 一切事宜;及
  - (iii) 准許水務署的官員和他們授權的其他人士在水務署 的官員或上述認可人士要求時有權出入、經過及再 經過該地段及綠色範圍,旨在進行有關操作、保 養、修理、更換、更改綠色範圍內的任何水務工程 裝置。
- (b) 政府、署長、他的官員、承建商、代理人及按本特別條件 第(a)分條正式授權的其他人士或公用事業公司對政府、署 長、他的官員、承建商、代理人及按本特別條件第(a)分條 正式授權的其他人士或公用事業公司行使本權利造成承授 人或任何其他人士蒙受的任何損失、損害、滋擾或干擾毋 須承擔任何責任。」

#### 5. 批地文件特別條件第(13)條規定:

「(a) 未經署長的預先書面同意(署長可按他認為合適的條款及條件給予該同意或具有絕對酌情權作出拒絕),不能在本文件附錄的圖則上用粉紅色加藍斜線顯示的範圍(以下簡稱「**粉紅色加藍斜線範圍**」)之上、上方、之下、上面、下面或之內搭建或建築或安置任何建築物或構築物或建築物或構築物的承托物(按本特別條件第(b)分條提供或安置的任何建築物和本文件特別條件第(3)(b)條指定的侵佔部份除外)。

#### (b) 承授人須:

- i) 於本文件特別條件第(8)條指定的日期或之前(或署長可批准的其他延長時期內)按署長批准的方式、 材料、標準、水平、定線及設計自費進行下列工程,在一切方面使署長滿意:
  - (I) 輔設及塑造粉紅色加藍斜線範圍;及
  - (II) 按署長酌情要求,提供及建造指定溝渠、污水 渠、排水渠、行人路或其他指定建築物 (以下 簡稱「**認可建築物**」)

使粉紅色加藍斜線範圍可容納行人交通;

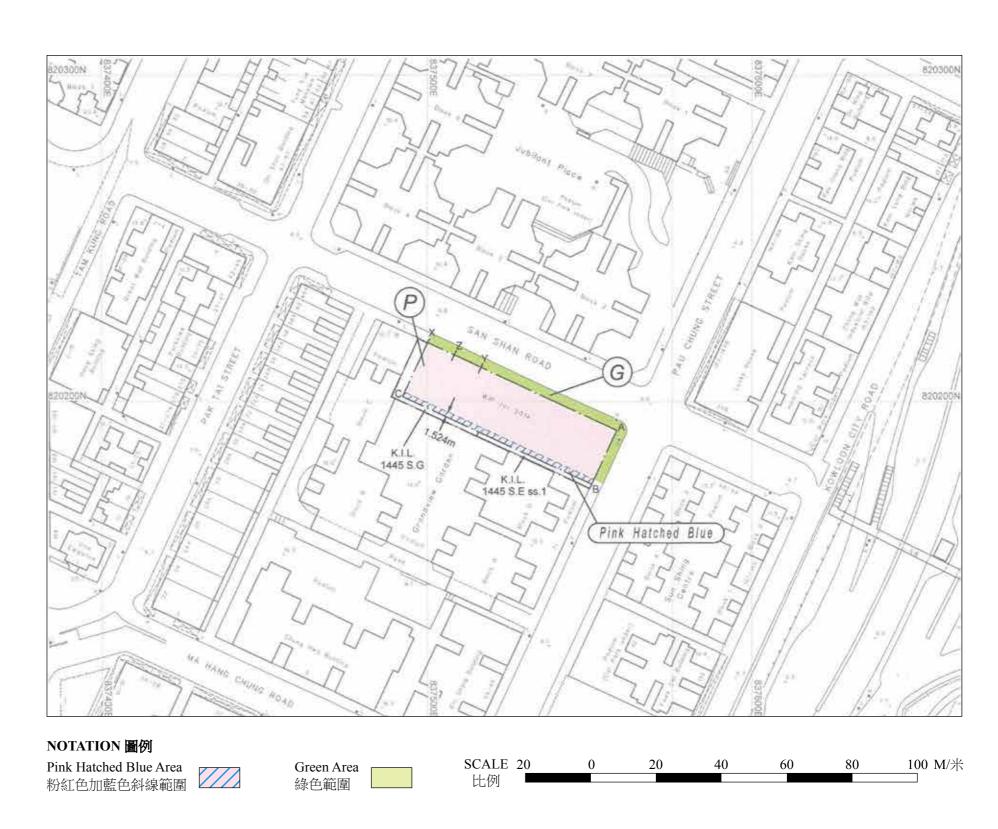
- (ii) 於本批地文件特別條件第(8)條指定的日期或之前(或署長可批准的其他延長時期內),自費在粉紅色加藍斜線範圍鋪設地面、路邊石及渠道,提供溝渠、污水渠、排水渠、消防栓管道並按署長要求連接總水喉、服務、街燈、交通標誌、街道設施、道路標記及植物,使署長滿意;及
- (iii) 在沒有按本特別條件第(f)(i)分條交還粉紅色加藍斜線範圍給政府之前,自費保養粉紅色加藍斜線範圍連同認可建築物以及興建、設置及提供在該範圍之上或之內所有建築物、路面、溝渠、污水渠、排水渠、消防栓並連接總水喉、服務、街燈、交通標誌、街道設施、道路標記及植物處於修繕妥當及良好的保養狀態,使署長滿意,直至按本特別條件第(f)(i)分條指定交還粉紅色加藍斜線範圍的管有權為止。
- (c) 倘若承授人未能在指定的期限內履行本特別條件 (b) 分條規 定他的責任,政府可由承授人出資進行必要的工程,承授 人須在要求時向政府支付署長決定相等於該工程費用的款 項,署長的決定是最終的及約束承授人。
- (d) 政府、署長、他的官員、承建商、他的或他們的工人及他 正式授權的任何其他人士對承授人履行他在本特別條件第 (b)分條的責任或政府、署長、他的官員、承建商、他的 或他們的工人及他正式授權的任何其他人士按本特別條款

- (c)分條或其他規定行使權利所產生或附帶造成承授人或任何其他人士蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承授人不能就上述損失、損害、滋擾或干擾向政府、署長、他的官員、承建商、他的或他們的工人及他正式授權的任何其他人士要求補償或其他訴求。
- (e) 承授人在按本特別條件第(f)(i)分條交還整個粉紅色加藍斜線範圍給政府之前,須准許署長、他的官員、承建商、他的或他們的工人及他授權的任何其他人士有權攜帶或不攜帶工具、設備、機器或車輛自由及不受限制地出入、經過及再經過該地段及粉紅色加藍斜線範圍,旨在視察、檢查及監管按特別條件第(b)分條進行的任何工程和進行、視察、檢查及監管本特別條件第(c)分條的工程及署長認為必要在粉紅色加藍斜線範圍進行的任何其他工程。
- (i) 承授人須在署長要求如此辦理的任何時候交還與移交粉紅色加藍斜線範圍或其中任何部分連同認可建築物及署長自行酌情指定本特別條件第 (b)(iii) 分條提及的一切建築物、設施、服務及裝置的空置管有權給政府,除了本特別條款第(l)分條規定的認可建築物,並非其他,上述交還不帶任何產權負擔(包括但不限於按本文件第(19)(d)條規定對該地段包括粉紅色加藍斜線範圍的任何建築物按揭)和政府毋須支付任何代價、付款或補償給承授人,但是政府沒有責任應承授人的要求接收交還粉紅色加藍斜線範圍或其中任何部分,惟可在他認為合適時收回。為了本目的,承授人須按署長批准或要求的形式及內容自費訂立交還契約和任何其他必要文件。
  - (ii) 即使本文件特別條件第(19)條有規定,按本特別條件 第(f)(i)分條交還整個粉紅色加藍斜線範圍給政府之 前,承授人不能轉讓、按揭、抵押、轉租、分租、 放棄管有或以其他形式處理該地段或其中任何部分 或其中任何權益或在其上的任何建築物或任何建築 物之部分或使其承受產權負擔或訂立上述行為的任 何協議,除非及直至承授人已自費將粉紅色加藍斜 線範圍從該地段分割出來,使署長滿意,但是本第 (f)(ii)分條不適用於按本文件特別條件第(19)(d)條規定 對該地段包括粉紅色加藍斜線範圍作出的建築物按 揭。在上述分割之前,承授人須自費提交分割文件 給署長作書面審批。
- (g) 即使本文件特別條件第(19)條有規定,承授人不能轉讓、按揭、抵押、轉租、分租、放棄管有或以其他形式處理粉紅色加藍斜線範圍或其中任何部分或其中任何權益或使其承受產權負擔或訂立上述行為的任何協議,但是本第(g)分條不適用於按本文件特別條件第(f)(i)和(f)(ii)條規定交還與切割粉紅色加藍斜線範圍給政府或按本文件特別條件第(19)(d)條規定對該地段包括粉紅色加藍斜線範圍作出的建築物按揭。

- (i) 承授人不能使用粉紅色加藍斜線範圍或其中任何部分作任何用途,除了作本特別條件第(b)(i)和(b)(ii)條規定的分割工程、車輛交通和公眾步行或推輪椅通過的行人通道或署長自行酌情批准的其他用途。不准在粉紅色加藍斜線範圍儲存貨物或停泊車輛。
  - (ii) 在完成本特別條件第(b)(i)和(b)(ii)分條提及的工程, 使署長滿意之後和按本特別條件第(f)(i)分條交還整個 粉紅色加藍斜線範圍給政府之前,承授人須准許所 有公眾人士為了一切合法目的在白天或晚上的任何 時間內自由和毋須支付任何性質的費用,步行或推 輪椅經過與再經過粉紅色加藍斜線範圍。
  - (iii) 政府對承授人履行他在本特別條件第(f)(i)和(h)(ii)分條的責任所產生或附帶造成承授人或任何其他人士蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承授人不能就上述損失、損害、滋擾或干擾向政府、署長及他授權的官員要求補償或其他訴求。
- (i) 特此明文同意、宣佈及規定,除了本特別條件第(h)(ii)分條 對承授人施加的條件外,承授人沒有準備撥出和政府沒有 同意撥出粉紅色加藍斜線範圍或其中任何部分給公眾作通 行權。
- (j) 特此明文同意與宣佈本特別條件第(f)(i)和(h)(ii)分條載有承授人的責任沒有期待或要求按建築物(規劃)規例第22(1)或22(2)條和任何修訂或代替規例或其他規定給予額外上蓋面積或地積比的任何優惠或權利。為免存疑,承授人明文放棄按建築物(規劃)規例第22(1)或22(2)條和任何修訂或代替規例或其他規定給予額外上蓋面積或地積比的任何優惠或權利的一切索求。
- (k) 承授人同意及接受在按本特別條件第(f)(i)分條交還粉紅色加藍斜線範圍或其中任何部分後,因為該地段的面積之減少或其他原因,他在開發或重新開發該地段或其中任何部分時不能獲得本文件特別條件第(12)(c)條准許的最大總樓面面積。政府沒有責任和承授人不能對未能獲得本文件特別條件第(12)(c)條准許的最大總樓面面積要求索償或退還地價或其他要求。
- (I) 對於按本特別條件第(a)分條規定經署長預先書面同意後所 搭建或興建的建築物(以下簡稱「**經批准建築物**」),承 授人同意:
  - (i) 未經署長的預先書面批准,不能對經批准建築物或 其中任何部分作出任何更改、修訂或增建(不論是 否經建築事務監督按建築物條例及其下的任何規例 作出批准);

- (ii) 對於無論是在按本特別條件第(f)(i)分條交還粉紅色加 藍斜線範圍給政府之前或之後,因為經批准建築物 對承授人或其他人士造成或使其蒙受任何損失、損 害、滋擾或煩擾,政府毋須承擔任何責任;
- (iii) 在不影響政府的任何其他權利下,署長有權在任何 時候絕對酌情提前不少於3個曆月向承授人發出書面 通知,要求承授人拆除與移走經批准建築物或署長 可指定的其中任何部分,而毋須解釋原因。政府對 拆除或移走經批准建築物或其中任何部分造成承授 人蒙受任何損失或損害毋須承擔任何責任。承授人 無權向政府索償或要求任何補償;
- (iv) 在任何時候自費管理與保養(包括一切必要的維修、清潔及署長可要求的任何其他工程)經批准建築物處於良好與充足維修及狀態,在一切方面使署長滿意,直至拆除或移走經批准建築物;及
- (v) 對直接或間接來自或有關搭建、存在、移走或拆除 經批准建築物或經批准建築物的狀況及狀態或經批 准建築物失修或就經批准建築物的其他事宜所產生 一切責任、索償、要求、訴訟或其他司法程序彌償 及保障政府。」
- G. 指明住宅物業的每一公契中關於上述的該等設施、休憩用地及土地中的該等部分的條文

沒有。



#### Notes:

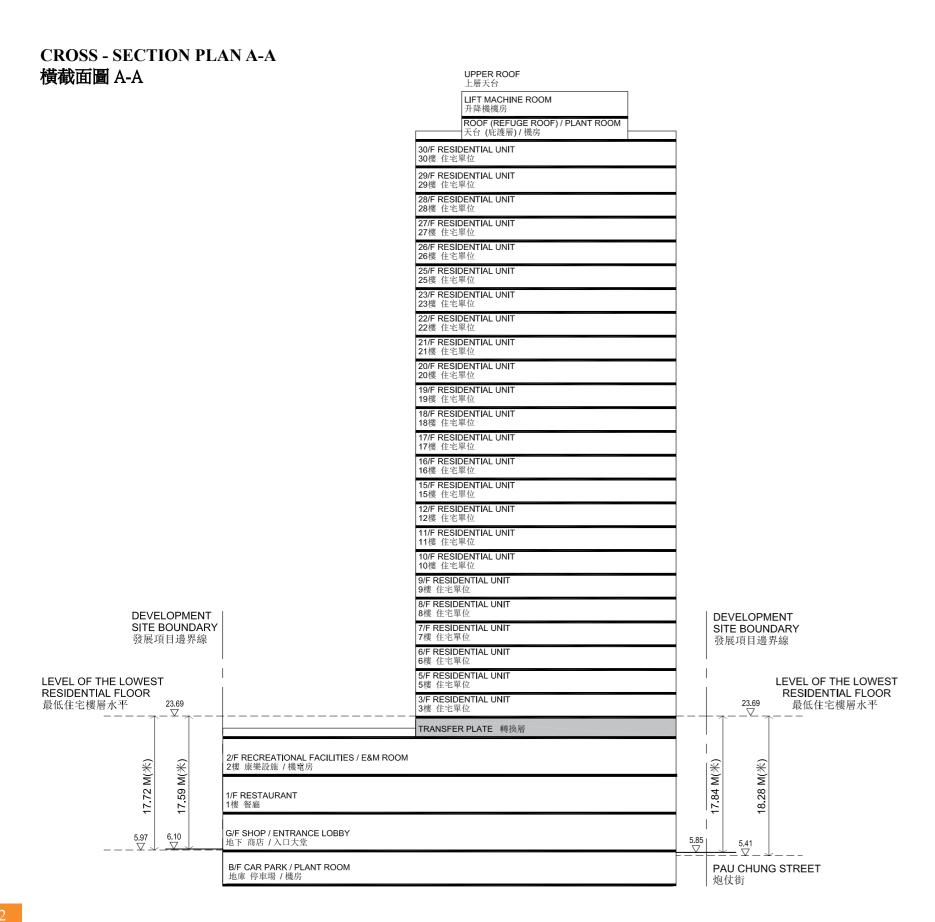
- 1. This plan is extracted from Plan I annexed to the Land Grant.
- 2. This plan is for showing the locations of the Green Area and the Pink Hatched Blue Area only. Other matters shown in this plan may not reflect their latest conditions. 備註:
- 1. 此圖摘錄自夾附於批地文件的圖則I。
- 2. 此圖僅作顯示綠色範圍及粉紅色加藍色斜線範圍的位置,圖中所示之其他事項未必能反映其最新狀況。

### 18 WARNING TO PURCHASERS 對買方的警告

- 1. The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the Owner) to act for the purchaser in relation to the transaction.
- 2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
- 3. If the purchaser instructs the firm of solicitors acting for the Owner to act for the purchaser as well, and a conflict of interest arises between the Owner and the purchaser
  - (a) that firm may not be able to protect the purchaser's interests; and
  - (b) the purchaser may have to instruct a separate firm of solicitors; and
  - (c) that in the case of paragraph 3(b), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

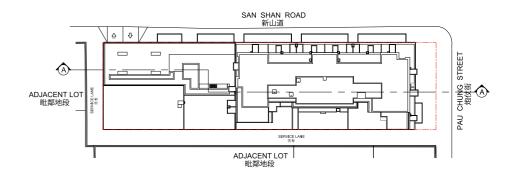
- 1. 現特此建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外),以在交易中代表買方行事。
- 2. 如買方聘用上述的獨立的律師事務所,以在交易中代表買方行事,該律師事務所將會能夠向買方提供獨立意見。
- 3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事,而擁有人與買方之間出現利益衝突 -
  - (a) 該律師事務所可能不能夠保障買方的利益;及
  - (b) 買方可能要聘用一間獨立的律師事務所;及
  - (c) 如屬3(b)段的情況,買方須支付的律師費用總數,可能高於如買方自一開始即聘用一間獨立的律師事務 所便須支付的費用。

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



### BLOCK PLAN 座向圖

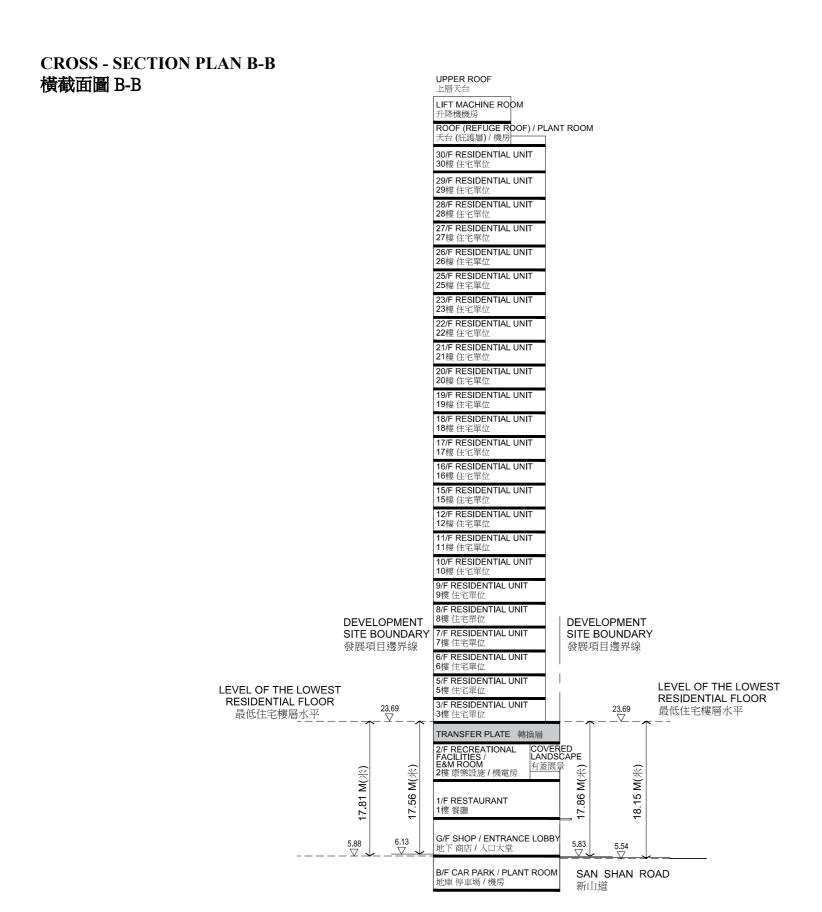


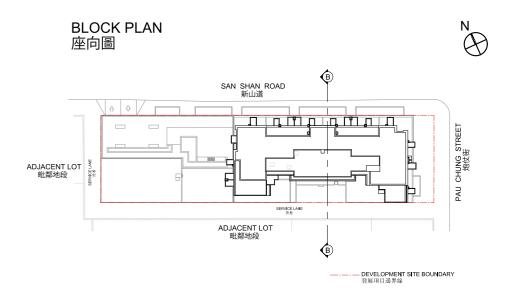


---- DEVELOPMENT SITE BOUNDARY 發展項目邊界線

- 1. The level of lowest residential floor of the building is 23.69 metres above Hong Kong Principal Datum (HKPD).
- 2. The part of Pau Chung Street adjacent to the east side of the building is 5.41 to 5.85 metres above Hong Kong Principal Datum (HKPD).
- 3. The part of service lane adjacent to the west side of the building is 5.97 to 6.10 metres above Hong Kong Principal Datum (HKPD).
- 1. 發展項目之最低住宅層為香港主水平基準以上 23.69 米。
- 2. 毗鄰建築物東面的一段炮仗街為香港主水平基準以上5.41米至5.85米。
- 3. 毗鄰建築物西面的一段後巷為香港主水平基準以上 5.97 米 至 6.10 米。
- 4. ▽香港主水平基準以上高度(米)

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





- 1. The level of lowest residential floor of the building is 23.69 metres above Hong Kong Principal Datum (HKPD).
- 2. The part of San Shan Road adjacent to the north side of the building is 5.54 to 5.83 metres above Hong Kong Principal Datum (HKPD).
- 3. The part of service lane adjacent to the south side of the building is 5.88 to 6.13 metres above Hong Kong Principal Datum (HKPD).
- 1. 發展項目之最低住宅層為香港主水平基準以上 23.69 米。
- 2. 毗鄰建築物北面的一段新山道為香港主水平基準以上5.54米至5.83米。
- 3. 毗鄰建築物南面的一段後巷為香港主水平基準以上 5.88 米 至 6.13 米。
- 4. ▽香港主水平基準以上高度(米)



BLOCK PLAN
座向圖
SAN SHAN ROAD
新山道
NORTH ELEVATION
北海立海側

ADJACENT LOT
毗鄰地段

ADJACENT LOT
毗鄰地段

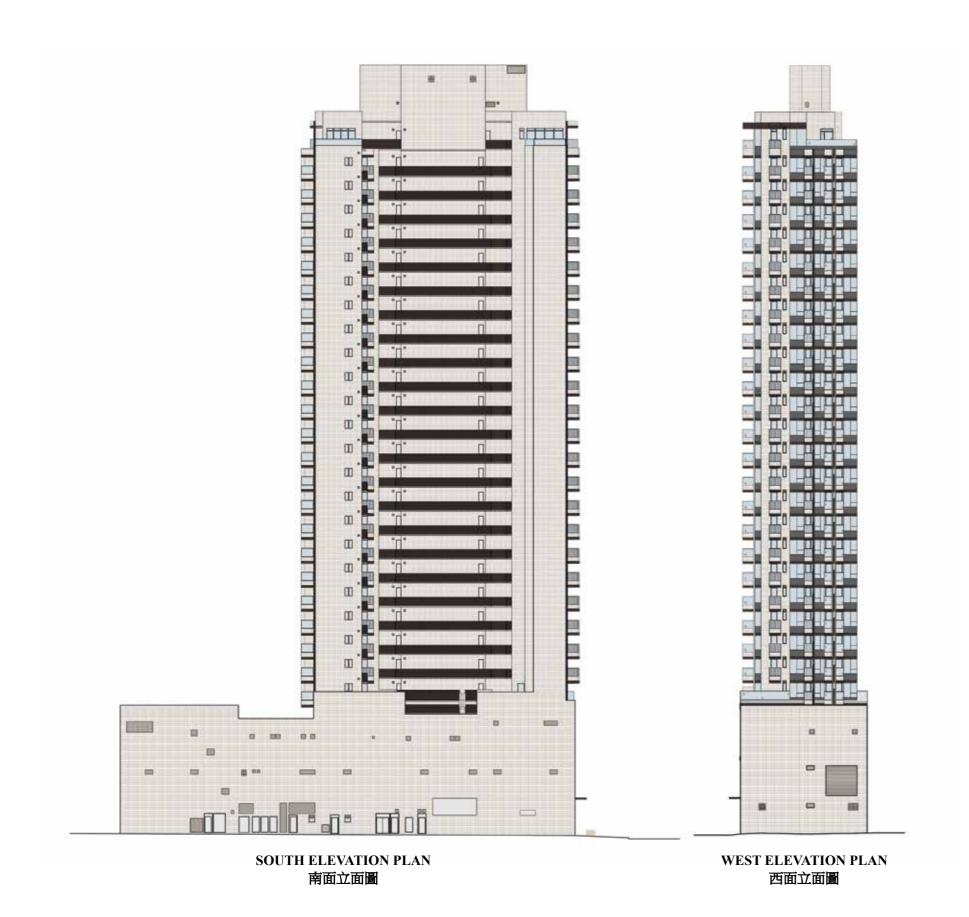
Authorized person for the Development certified that the elevations shown in these plans:

- 1. are prepared on the basis of the approved building plans for the Development as of 9<sup>th</sup> June 2017; and
- 2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面:

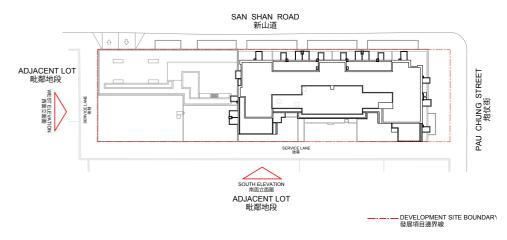
- 1. 以2017年6月9日的情況為準的發展項目的經批准的建築圖則為基礎 擬備;及
- 2. 大致上與該項目的外觀一致。

## 20 ELEVATION PLAN 立面圖



BLOCK PLAN 座向圖





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

- 1. are prepared on the basis of the approved building plans for the Development as of 9<sup>th</sup> June 2017; and
- 2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面:

- 1. 以2017年6月9日的情況為準的發展項目的經批准的建築圖則為基礎 擬備;及
- 2. 大致上與該項目的外觀一致。

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

Category of Common Facilities 公用設施的類別	Covered Area 有蓋面積 sq. m. 平方米 (sq. ft. 平方呎)	Uncovered Area 無蓋面積 sq. m. 平方米 (sq. ft. 平方呎)	Total Area 總面積 sq. m. 平方米 (sq. ft. 平方呎)
Residents' Clubhouse (including any recreational facilities for residents' use) (such facilities are covered) 住客會所(包括供住客使用的任何康樂設施)(該設施有上蓋遮蓋)	331.091	Not Applicable	331.091
	(3,564)	不適用	(3,564)
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise)  位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱)	Not Applicable	Not Applicable	Not Applicable
	不適用	不適用	不適用
Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise) (such facilities are partly covered and partly uncovered) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱)(該設施部份有上蓋遮蓋 ,部份無上蓋遮蓋)	132.672	224.895	357.567
	(1,428)	(2,421)	(3,849)

#### Note:

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

#### 備註:

上述以平方呎表述之面積由以平方米表述之面積以1平方米 = 10.764平方呎換算並四捨五人至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。

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

- 1. Copies of the Outline Zoning Plans relating to the Development is available at http://www.ozp.tpb.gov.hk
- 2. A copy of the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold is available for inspection free of charge at the place at which the specified residential properties is offered to be sold.
- 1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。
- 2. 指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿文本存放在指明住宅物業的售樓處,以供免費閱覽。

### 1. Exterior Finishes

(a) External Wall	
Podium	Finished with glass panel, natural stone cladding, ceramic tiles, aluminium cladding, aluminium feature and grille.
Tower	Finished with ceramic tiles, curtain wall, aluminium cladding and aluminium feature.
(b) Window	Aluminium window frame with fluorocarbon coating. Fixed with single glazed tinted tempered glass (Except obscured glass for bathroom in Flat C on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F and bathroom in Bedroom 2 in Flat A on 30/F).
(c) Bay Window	Not applicable
(d) Planter	Finished with natural stone (planters on 2/F).
(e) Verandah or Balcony	Balconies are covered and fitted with laminated glass balustrade. (Except tempered glass for balustrade in Flat J on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F). Floor is finished with natural stone. Walls are finished with ceramic tiles and aluminium cladding. Ceiling is finished with weatherproof metal ceiling. There is no verandah.
(f) Drying Facilities for Clothing	Not applicable

2. Interior Finishes		
(a) Lobby		
G/F Lift Lobby	Floor is finished with natural stone. Walls are finished with natural stone, stainless steel panels and upholstery leather panels up to false ceiling level. False ceiling is finished with gypsum board with emulsion paint.	
3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 30/F Lift Lobby	Floor is finished with natural stone. Walls are finished with natural stone, timber veneer and porcelain tiles up to the false ceiling level. False ceiling is finished with gypsum board and emulsion paint.	
(b) Internal Wall and Ceiling	Walls are finished with emulsion paint. Ceiling is finished with emulsion paint and partly finished with gypsum board bulkhead with emulsion paint.	
(c) Internal Floor	Floor is finished with natural stone border (for area adjoining balcony and utility platform in all flats (except Flats C to J on 3/F), and area adjoining flat roof in Flats A, C to J on 3/F and Flats A and B on 30/F), porcelain tiles (for store room in Flats A and B on 30/F), engineering wood flooring (for living and dining, and bedrooms) and timber skirting (for living and dining, bedrooms and store rooms at Flats A and B on 30/F).	
(d) Bathroom		
Bathroom in Flats A to J on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F	Walls are finished with porcelain tiles up to false ceiling level. Floor is finished with porcelain tiles (except inside shower cubicle). Floor of shower cubicle is finished with natural stone. Ceiling is finished with gypsum board and waterproof emulsion paint.	
Bathroom in Flats A and B on 30/F (except bathroom in Store Room)	Walls are finished with natural stone up to false ceiling level. Floor is finished with natural stone. Ceiling is finished with gypsum board and waterproof emulsion paint.	
Bathroom in Store Room in Flats A and B on 30/F	Walls are finished with ceramic tiles up to false ceiling level. Floor is finished with porcelain tiles. Ceiling is finished with weatherproof aluminum ceiling.	

### 1. 外部裝修物料

(a) 外牆	
平台	以玻璃飾板、天然石材、瓷磚、鋁質飾板、鋁質裝板及裝飾組件鋪砌。
大廈	以瓷磚、玻璃幕牆、鋁質飾板及鋁質裝板鋪砌。
(b) 窗	選用氟碳塗層鋁質窗框配單層有色強化玻璃(除了3樓、5樓至12樓、15樓至23樓、25樓至29樓C單位之浴室及30樓A單位睡房2之浴室均選用磨砂玻璃)。
(c) 窗台	不適用
(d) 花槽	以天然石鋪砌(花槽位於二樓)。
(e) 陽台或露台	露台均有蓋且裝設層壓玻璃欄杆。(除了3樓、5樓至12樓、15樓至23樓、25樓至29樓J單位之玻璃欄杆均選用強化玻璃)。地台以天然石材鋪砌。牆身以瓷磚及鋁質飾板鋪砌。天花裝設鋁片天花。不設陽台。
(f) 乾衣設施	不適用

### 2. 室內裝修物料

2. 主门农协协门	
(a) 大堂	
地下升降機大堂	地台以天然石鋪砌。牆身直至假天花以天然石、不鏽鋼飾面板及內飾皮革飾面 板鋪砌。天花裝設石膏板假天花髹上乳膠漆。
三樓、五樓至十二樓、 十五樓至二十三樓、二 十五樓至三十樓升降機 大堂	地台以天然石鋪砌。牆身直至假天花以天然石、木紋裝面板及瓷磚鋪砌。天花裝 設石膏板假天花髹上乳膠漆。
(b) 內牆及天花板	牆身上髹乳膠漆。天花髹上乳膠漆及部分在表面以石膏板假陣髹上乳膠漆。
(c) 內部地板	地台以天然石條(適用於所有單位連接露台及工作平台之位置(3樓C至J單位除外)及於3樓A單位、C至J單位與30樓 A及B單位連接平台之位置),瓷磚(30樓A及B單位之儲物室),木地板(單位之客飯廳及睡房)及木腳線鋪砌(所有單位之客飯廳及睡房與30樓 A及B單位之儲物室)。
(d) 浴室	
三樓、五樓至十二樓、 十五樓至二十三樓、二 十五樓至二十九樓A至J 單位之浴室	牆身直至假天花部分以瓷磚鋪砌。地台以瓷磚鋪砌(淋浴間內之地台除外)。淋浴間內之地台以天然石鋪砌。天花裝設石膏板假天花髹上乳膠漆。
三十樓A及B單位之浴室 (儲物室之浴室除外)	牆身直至假天花部分以天然石鋪砌。地台以天然石鋪砌。天花裝設石膏板假天 花髹上乳膠漆。
30樓A及B單位之儲物室 之浴室	牆身直至假天花部分以瓷磚鋪砌。地台以瓷磚鋪砌。天花裝設鋁片天花。

(e) Kitchen		
Kitchen in Flats A to H on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F	Walls are finished with stainless steel panel up to false ceiling level. Floor is finished with engineered wood flooring (except those areas covered by kitchen cabinet at which they are finished with porcelain tiles). Ceiling is finished with gypsum board and waterproof emulsion paint. Cooking bench is finished with solid surfacing material.	
Kitchen in Flat J on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F	Walls are partly finished with porcelain tiles and partly finished with stainless steel panel up to false ceiling level. Floor is finished with porcelain tiles. Ceiling is finished with gypsum board and waterproof emulsion paint. Cooking bench is finished with solid surfacing material.	
Kitchen in Flats A and B on 30/F	Walls are partly finished with porcelain tiles and partly finished with stainless steel panel up to false ceiling level. Floor is finished with natural stone (except those areas covered by kitchen cabinet at which they are finished with porcelain tiles). Ceiling is finished with gypsum board and waterproof emulsion paint. Cooking bench is finished with solid surfacing material.	

#### 3. Interior Fittings

a) Doors	
Unit Main Entrance Door	Entrance door is made of fire-rated solid-core wooden door with wood veneer finish fitted with eye viewer, door closer, lockset and door stopper.
Bedroom Door	Bedroom door is made of hollow-core wooden door with wood veneer finish fitted with lockset and door stopper.
Bathroom Door	Bathroom door is made of hollow-core wooden door with wood veneer finish fitted with lockset and door stopper.
Kitchen Door in Flat J on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F and Flats A and B on 30/F	Kitchen door is made of fire-rated solid-core wooden door with wood veneer finish fitted with vision panel, door closer, lockset and door stopper.
Store Room Door in Flats A and B on 30/F	Store room door is made of hollow-core wooden door with wood veneer finish fitted with lockset and door stopper.
Bathroom Door in Store Room in Flats A and B on 30/F	Bathroom door is made of obscure glass sliding door with handle.
Flat Roof Door in Flat C to J on 3/F	Flat roof door is made of PVF2 coated aluminium framed glass swing door with lockset and handle.
Bathroom Door to Flat Roof in Flat A on 3/F	Bathroom Door to Flat Roof is made of PVF2 coated aluminium framed obscure glass swing door with lockset and handle.
Kitchen Door to Flat Roof in Flat J on 3/F	Kitchen Door to Flat Roof is made of PVF2 coated aluminium framed glass swing door with lockset and handle.
Balcony Door in Flats A and B on 3/F, Flats A to J on 5/F to 12/F, 15/F to 23/F, 25/F to 29/F and Flats A and B on 30/F	Balcony door is made of PVF2 coated aluminium framed glass swing door with lockset and handle.

### (e) 廚房

三樓、五樓至十二樓、 十五樓至二十九樓A至
以無縫實心材料鋪砌。 H單位之廚房

牆身直至假天花部分以不銹鋼板鋪砌。除了被廚櫃遮蓋的位置(該處之地台為 十五樓至二十三樓、二 瓷磚鋪砌)外、地台以木地板鋪砌。天花裝設石膏板假天花髹上乳膠漆。灶台

十五樓至二十九樓J單

三樓、五樓至十二樓、牆身直至假天花部分以瓷磚鋪砌及部分以不銹鋼板鋪砌,地台以瓷磚鋪砌。 十五樓至二十三樓、二 天花裝設石膏板假天花髹上防潮乳膠漆。灶台以無縫實心材料鋪砌。

三十樓A及B單位之廚房 牆身直至假天花部分以瓷磚鋪砌及部分以不銹鋼板鋪砌。除了被廚櫃遮蓋的位 置(該處之地台為瓷磚鋪砌)外、地台以天然石鋪砌。天花裝設石膏板假天花 髹上乳膠漆。灶台以無縫實心材料鋪砌。

位之廚房

3.	室內裝置	
(a)	門	
	單位大門	單位大門選用防火木皮飾面實心木門配防盜眼、門鼓、門鎖及門擋。
	睡房門	睡房門選用木皮飾面空心木門配門鎖及門擋。
	浴室門	浴室門選用木皮飾面空心木門配門鎖及門擋。
	厨房門(適用於三樓、 五樓至十二樓、十五樓 至二十三樓、二十五 樓至二十九樓J單位及 30樓A及B單位)	厨房門選用防火木皮飾面實心木門配門窗、門鼓、門鎖及門擋。
	儲物室門 (適用於30樓A 及B單位)	儲物室門選用木皮飾面空心木門配門鎖及門擋。
	儲物室之浴室趟門(適 用於30樓A及B單位)	浴室門選用磨砂玻璃趟門配手柄。
	平台門 (適用於3樓C至J 單位)	平台門選用氟碳噴塗鋁框玻璃門配門鎖及手柄。
	浴室至平台門 (適用於 3樓 A單位)	浴室至平台門選用氟碳噴塗鋁框磨砂玻璃門配門鎖及手柄。
	廚房至平台門 (適用於 3樓 J 單位)	廚房至平台門選用氟碳噴塗鋁框玻璃門配門鎖及手柄。
	露台門(適用於3樓A及B 單位、5樓至12樓、15樓 至23樓、25樓至29樓A至 J單位及30樓A及B單位)	露台門選用氟碳噴塗鋁框玻璃門配門鎖及手柄。

Utility Platform door is made of PVF2 coated aluminium framed glass swing door with lockset and handle.  Utility Platform Door to Bathroom is made of PVF2 coated aluminium framed obscure glass swing door with lockset and handle.  Flat Roof Sliding Door is made of PVF2 coated aluminium framed glass sliding door with lockset and handle.  Fitted with reconstituted stone countertop. Fittings and equipment include plastic laminate finish basin cabinet and plastic laminate finish mirror cabinet, chrome plated wash basin mixer, chrome plated shower set, chrome plated shower mixer, vitreous china wash basin, vitreous china water closet and glass shower cubicle. See 'Water Supply' below for type and material of water supply system.  Fitted with reconstituted stone countertop. Fittings and equipment include plastic laminate finish basin cabinet and plastic laminate finish painted finish basin cabinet and plastic laminate finish basin cabinet and plas
obscure glass swing door with lockset and handle.  Flat Roof Sliding Door is made of PVF2 coated aluminium framed glass sliding door with lockset and handle.  Fitted with reconstituted stone countertop. Fittings and equipment include plastic laminate finish basin cabinet and plastic laminate finish mirror cabinet, chrome plated wash basin mixer, chrome plated shower set, chrome plated shower mixer, vitreous china wash basin, vitreous china water closet and glass shower cubicle. See 'Water Supply' below for type and material of water supply system.  Fitted with reconstituted stone countertop. Fittings and equipment include plastic
Fitted with reconstituted stone countertop. Fittings and equipment include plastic laminate finish basin cabinet and plastic laminate finish mirror cabinet, chrome plated wash basin mixer, chrome plated shower set, chrome plated shower mixer, vitreous china wash basin, vitreous china water closet and glass shower cubicle. See 'Water Supply' below for type and material of water supply system.  Fitted with reconstituted stone countertop. Fittings and equipment include plastic
laminate finish basin cabinet and plastic laminate finish mirror cabinet, chrome plated wash basin mixer, chrome plated shower set, chrome plated shower mixer, vitreous china wash basin, vitreous china water closet and glass shower cubicle. See 'Water Supply' below for type and material of water supply system.  Fitted with reconstituted stone countertop. Fittings and equipment include plastic
laminate finish basin cabinet and plastic laminate finish mirror cabinet, chrome plated wash basin mixer, chrome plated shower set, chrome plated shower mixer, vitreous china wash basin, vitreous china water closet and glass shower cubicle. See 'Water Supply' below for type and material of water supply system.  Fitted with reconstituted stone countertop. Fittings and equipment include plastic
Fitted with reconstituted stone countertop. Fittings and equipment include plastic
laminate finish basin cabinet and plastic laminate finish mirror cabinet, chrome plated wash basin mixer, chrome plated shower set, chrome plated bath mixer, vitreous china wash basin, vitreous china water closet and enamelled steel bathtub (1500mmL x 700mmW x 410mmD).
See 'Water Supply' below for type and material of water supply system.
Fitted with natural stone countertop. Fittings and equipment include plastic laminate finish basin cabinet and plastic laminate finish mirror cabinet, chrome plated wash basin mixer, chrome plated shower set, chrome plated shower mixer, vitreous china wash basin, vitreous china water closet and glass shower cubicle.
See 'Water Supply' below for type and material of water supply system.
Fittings and equipment include chrome plated wash basin / shower mixer, chrome plated shower set, vitreous china wash basin and vitreous china water closet.
See 'Water Supply' below for type and material of water supply system.
Fitted with natural stone countertop. Fittings and equipment include plastic laminate finish basin cabinet and plastic laminate finish mirror cabinet, chrome plated wash basin mixer, chrome plated shower set and chrome plated bath mixer vitreous china wash basin, vitreous china water closet, glass shower cubicle and enameled steel bathtub sized 1400mmL X 700mmW X 410mmD.  See 'Water Supply' below for type and material of water supply system.

工作平台門 (適用於3樓 B單位、5樓至12樓、15 樓至23樓、25樓至29樓 B至J單位及 30樓A及B 單位)	工作平台門選用氟碳噴塗鋁框玻璃門配門鎖及手柄。
工作平台至浴室門 (適 用於 5 樓至 12 樓、15 樓至23樓、25樓至29樓 A單位)	工作平台至浴室門選用氟碳噴塗鋁框磨砂玻璃門配門鎖及手柄。
平台趟門(適用於30樓A 及B單位)	平台趟門選用氟碳噴塗鋁框玻璃趟門配門鎖及手柄。
(b) 浴室	
3樓、5樓至12樓、15樓 至23樓及25樓至29樓A 至H單位之浴室	選用人造石鋪砌檯面。裝置及設備包括膠夾板飾面面盆櫃及膠夾板飾面鏡櫃、 鍍鉻洗面盆水龍頭、鍍鉻花灑套裝、鍍鉻企缸水龍頭、陶瓷洗手盆、陶瓷坐廁 及玻璃企缸。
	供水系統的類型及用料見下文「供水」一欄。
三樓、五樓至十二樓、 十五樓至二十三樓、二 十五樓至二十九樓J單	選用人造石鋪砌檯面。裝置及設備包括膠夾板飾面面盆櫃及膠夾板飾面鏡櫃、 鍍鉻洗面盆水龍頭、鍍鉻花灑套裝、鍍鉻浴缸水龍頭、陶瓷洗手盆、陶瓷坐廁 及搪瓷鋼浴缸(1500毫米長 x 700毫米寬 x 410毫米深)。
位之浴室	供水系統的類型及用料見下文「供水」一欄。
三十樓A及B單位之浴 室(主人睡房及儲物室 之浴室及除外)	選用天然石鋪砌檯面。裝置及設備包括膠夾板飾面面盆櫃及膠夾板飾面鏡櫃、 鍍鉻洗面盆水龍頭、鍍鉻花灑套裝、鍍鉻企缸水龍頭、陶瓷洗手盆、陶瓷坐廁 及玻璃企缸。
	供水系統的類型及用料見下文「供水」一欄。
三十樓A及B單位儲物 室之浴室	裝置及設備包括鍍鉻洗面盆/企缸水龍頭、鍍鉻花灑套裝、陶瓷洗手盆及陶瓷 坐廁。
	供水系統的類型及用料見下文「供水」一欄。
三十樓A及B單位主人 睡房之浴室	選用天然石鋪砌檯面。裝置及設備包括膠夾板飾面面盆櫃及膠夾板飾面鏡櫃、 鍍鉻洗面盆水龍頭、鍍鉻花灑套裝、鍍鉻浴缸水龍頭、陶瓷洗手盆、陶瓷坐 廁、玻璃企缸及1400毫米長 X 700毫米寬 X 410毫米深搪瓷鋼浴缸。
	供水系統的類型及用料見下文「供水」一欄。

(c) Kitchen						
Kitchen in Flats A to H on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F	Fitted with cabinets finished with plastic laminate and acrylic with solid surfacing material countertop, stainless steel sink with chrome plated sink mixer.					
to 29/F	See 'Water Supply' below for material of water supply system.					
Kitchen in Flat J on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F	Fitted with cabinets finished with plastic laminate and acrylic with solid surfacing material countertop, stainless steel sink with chrome plated sink mixer.					
	See 'Water Supply' below for material of water supply system.					
Kitchen in Flats A and B on 30/F	Fitted with cabinets finished with plastic laminate and acrylic with solid surfacing material countertop, stainless steel sink with chrome plated sink mixer.					
	See 'Water Supply' below for material of water supply system.					
(d) Bedroom	Not applicable					
(e) Telephone	Telephone outlets are provided for each living and dining room and bedroom. For the number and the location of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units" and "Mechanical & Electrical Provisions Plans".					
(f) Aerials	TV/FM outlets for local TV/FM radio programs are provided for each living and dining room and bedroom. For the number and the location of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units" and "Mechanical & Electrical Provisions Plans".					
(g) Electrical Installations	All cables are run in partly surface partly concealed conduit systems. Surface conduits enclosed in false ceiling, bulkhead and cabinets. Miniature circuit breaker board complete with residual current protection is provided for each unit. For the number and the location of power points and air-conditioner points, please refer to the Schedule of Mechanical & Electrical Provisions of Residential Units and Mechanical & Electrical Provisions Plans.					
(h) Gas Supply	Not applicable					
(i) Washing Machine Connection Point	15mm diameter water point and 40mm diameter drain point are provided for washing machine in kitchen. For location of water inlet / outlet connection points for washing machine, please refer to "Mechanical & Electrical Provisions Plan".					
(j) Water supply	Concealed copper water pipes for cold water supply and concealed copper water pipes with thermal insulation for hot water supply. Hot water is available. Hot water supply to bathroom and kitchen is provided by 3-phase instantaneous electric water heater. For the number and the location of water heater, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units" and "Mechanical & Electrical Provisions Plans".					

(c) 廚房	
三樓、五樓至十二樓、 十五樓至二十三樓、 二十五樓至二十九樓 A至H單位之廚房	選用膠夾板面廚櫃及無縫實心材料灶台連不銹鋼洗滌盆及鍍鉻水龍頭。供水系統及用料見下文「供水」一欄。
三樓、五樓至十二樓、 十五樓至二十三樓、 二十五樓至二十九樓 J單位之廚房	選用膠夾板面廚櫃及無縫實心材料灶台連不銹鋼洗滌盆及鍍鉻水龍頭。 供水系統及用料見下文「供水」一欄。
三十樓A及B單位之廚 房	選用膠夾板面廚櫃及無縫實心材料灶台連不銹鋼洗滌盆及鍍鉻水龍頭。 供水系統及用料見下文「供水」一欄。
(d) 睡房	不適用
(e) 電話	每個客飯廳及睡房均裝有電話插座。有關接駁點之數目及位置,請參考隨後之「住宅單位機電裝置數量說明表」及「機電裝置平面圖」。
(f) 天線	每個客飯廳及睡房均裝有本地電視/電視台接收插座。有關接駁點之數目及位置,請參考隨後之「住宅單位機電裝置數量說明表」及「機電裝置平面圖」。
(g) 電力裝置	全屋電線均採用部分明喉部分暗喉電線喉管安裝方法,明電線喉管均安裝於假天花、假橫陣及廚櫃。每戶均裝有配電箱及包括漏電保護。有關電插座及空調機接駁點之數目及位置,請參考隨後之「住宅單位機電裝置數量說明表」及「機電裝置平面圖」。
(h) 氣體供應	不適用
(i) 洗衣機接駁點	設有直徑15毫米來水接駁喉位及直徑40毫米去水接駁喉位供給位於廚房的洗衣機。有關洗衣機來去水接駁點之位置,請參閱「機電裝置平面圖」。
(j) 供水	冷水喉採用隱藏式之銅喉及熱水喉採用隱藏式並配有隔熱絕緣保護之銅喉。 有熱水供應。每單位均有三相即熱式電熱水爐供應廚房及浴室熱水。有關電 熱水爐之數量及位置,請參考「住宅單位機電裝置數量說明表」及「機電裝置 平面圖」。

#### 4. Miscellaneous

(a) Lifts	One no. of "Schindler" passenger lift (Model No. 5500MMR) serving B/F, G/F, $1/F$ , $2/F$ , $3/F$ , $5/F$ to $12/F$ , $15/F$ to $23/F$ , $25/F$ to $30/F$ .				
	Two nos. of "Schindler" passenger lift (Model No. 5500MMR) serving B/F, G/F, $2/F$ , $3/F$ , $5/F$ to $12/F$ , $15/F$ to $23/F$ , $25/F$ to $30/F$ .				
	One no. of "Schindler" passenger lift (Model No. 5500MRL) serving B/F, G/F and $1/F$ of the building.				
(b) Letter Box	Stainless steel letter boxes.				
(c) Refuse Collection	Refuse storage and material recovery room is provided in the common area of each residential floor for collection of refuse by cleaners. Refuse storage and material recovery chamber is provided on G/F for collection of refuse by cleaners.				
(d) Water Meter and Electricity Meter	Separate meters of water and electricity for all individual units are provided in common water meter cabinet and electric meter room respectively.				

### 5. Security Facilities

CCTV system is provided at entrance lobby, lift lobbies at B/F, G/F, 1/F, 2/F, 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 30/F, car park, resident's recreational facilities, landscape areas and lifts, connecting directly to the guard room and caretaker counter. Visitor panels are provided at the entrances and provide communication between visitors and each unit. Visitor panels are built-in with Octopus Card access reader and combination lock for resident access.

### 6. Appliances

Please refer to "Appliances Schedule" below for brand name and model number of appliances.

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

### 4. 雜項

(a) 升降機	一部"Schindler"客用升降機(型號:5500MMR),來往地庫、地下、一樓、二樓、三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至三十樓。
	兩部 "Schindler" 客用升降機(型號:5500MMR),來往地庫、地下、二樓、三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至三十樓。
	一部"Schindler"客用升降機(型號:5500MRL),來往地庫、地下及一樓。
(b) 信箱	不銹鋼信箱。
(c) 垃圾收集	每層住宅公用地方均設有垃圾儲存及物料收集房供清潔公司回收垃圾。另垃圾 儲存及物料收集房設於地下樓層供清潔公司回收垃圾。
(d) 水錶及電錶	所有單位之獨立水錶及電錶分別設於該樓層之公共水錶櫃及電錶房內。

### 5. 保安設施

大廈入口大堂,地庫、地下、一樓、二樓、三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至三十樓升降機大堂,停車場,住客康樂設施,園藝範圍及各升降機均裝有閉路電視,直接連接大廈保安室及管理處。 入口大堂設有訪客與各單位對講系統。住客出入口設有「八達通」系統及密碼鎖開啟的大門。

### 6. 設備

設備之品牌名稱及產品型號請參閱「設備說明表」。

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

### **Appliances Schedule**

Location	Appliance	Brand	Model Number		
Living / Dining Room and	Direct Expansion Split Type Air-conditioner	Panasonic	CS-RE18RKA / CU-RE18RKA		
Bedroom	Direct Expansion Split Type Air-conditioner	Panasonic	CS-RE9RKA / CU-RE9RKA		
Bathroom	Electrical Water Heater	Stiebel Eltron	DHE 18/21/24 SLI		
	Bathroom Thermo Ventilator	Whirlpool	HB116		
Kitchen	Window Type Exhaust Fan (Flat J on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F and Flats A & B on 30/F)	KDK	15WHB07/08		
	Built-in Washer Dryer (in Flats A to J on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F)	Bauknecht	BKWD6121		
	Built-in Washer Dryer (in Flats A and B on 30/F)	Miele	WT 2798 i WPM		
	Telescopic Type Cooker Hood (in Flats A to H on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F and Flat J on 3/F)	Bauknecht	DNHV650		
	Chimney Type Cooker Hood (in Flat J on 5/F to 12/F, 15/F to 23/F, 25/F to 29/F)	Bauknecht	DBTR9190IXL		
	Wall Mounted Cooker Hood (in Flats A and B on 30/F)	Miele	DA 429-6		
	Built-in Induction Hob (in Flats A to H on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F)	Bauknecht	CTAI 6360 IN		
	Built-in Induction Hob (in Flat J on 3/F)	Bauknecht	ESIF 6640IN		
	Built-in Induction Hob (in Flat J on 5/F to 12/F, 15/F to 23/F, 25/F to 29/F)	Bauknecht	CTAI 8740 FSIN		
	Induction Hob (in Flats A and B on 30/F)	Miele	KM 6348		
	Built-in Microwave Oven with Grill (in Flats A to J on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F)	Bauknecht	EMNK5 2438 PT		
	Built-in Steam Oven with Microwave (in Flats A and B on 30/F)	Miele	DGM 6401		
	Built-in Refrigerator (in Flats A to H on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F)	Bauknecht	URI145		
	Built-in Refrigerator (in Flat J on 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F)	Bauknecht	KGIN3183A++		
	Built-in Fridge-freezer (in Flats A and B on 30/F)	Miele	KFNS 37232 iD		
	Built-in Oven (in Flats A and B on 30/F)	Miele	H 6290 B		
	Built-in Wine Cellar (in Flats A and B on 30/F)	Miele	KWT 6112 iG ed/cs		

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

### 設備說明表

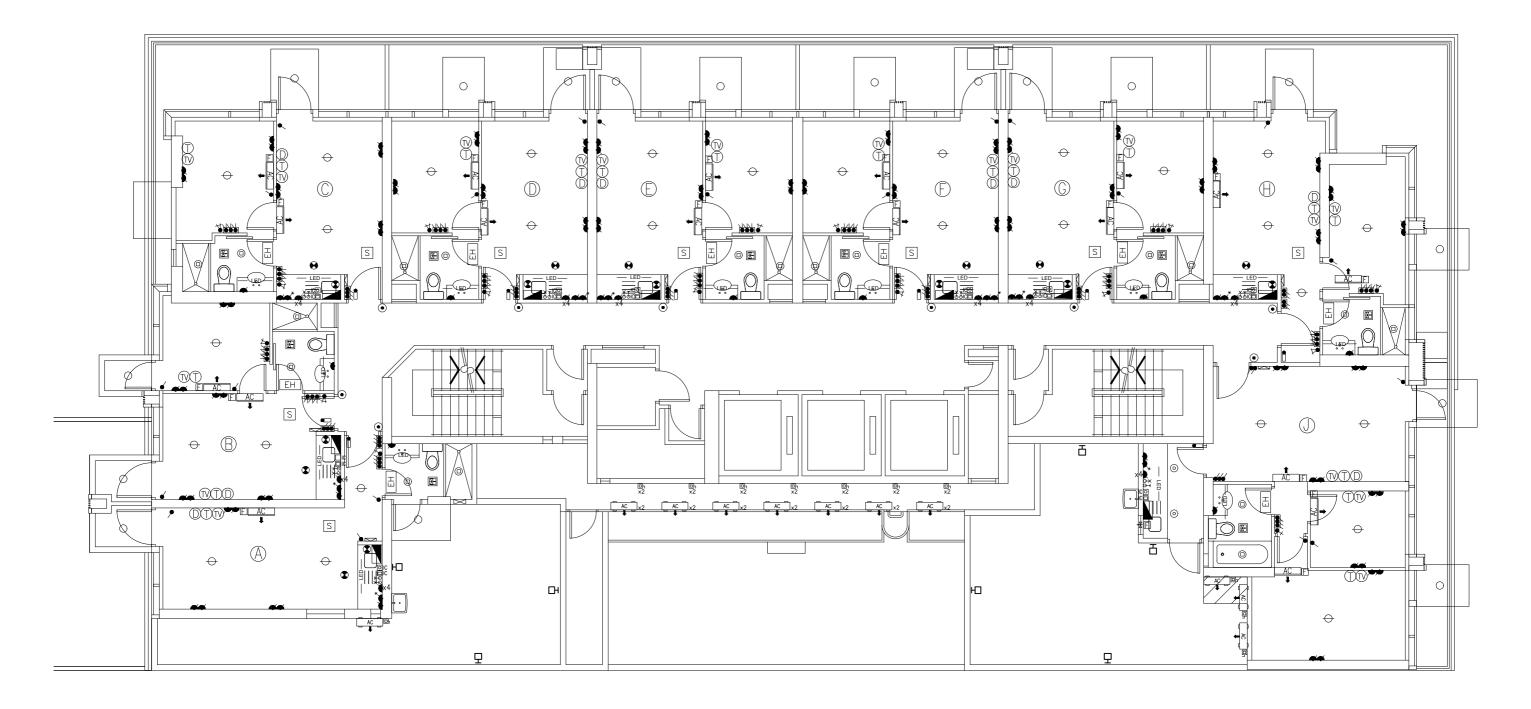
位置	設備	品牌	型號
客/飯廳及睡房	分體式冷氣機	樂聲	CS-RE18RKA / CU-RE18RKA
	分體式冷氣機	樂聲	CS-RE9RKA / CU-RE9RKA
浴室	電熱水爐	斯寶亞創	DHE 18/21/24 SLI
	浴室寶	惠而浦	HB116
廚房	窗口式抽氣扇 (適用於三樓、五樓至十二樓、十五樓至 二十三樓、二十五樓至二十九樓J單位及三 十樓A及B單位)	KDK	15WHB07/08
	嵌入式洗衣乾衣機 (適用於三樓、五樓至十二樓、十五樓至二 十三樓、二十五樓至二十九樓A至J單位)	Bauknecht	BKWD6121
	嵌入式洗衣乾衣機 (適用於三十樓A及B單位)	Miele	WT 2798 i WPM
	拉趟式抽油煙機 (適用於三樓、五樓至十二樓、十五樓至二 十三樓、二十五樓至二十九樓A至H單位及 三樓J單位)	Bauknecht	DNHV650
	煙囪式抽油煙機 (適用於五樓至十二樓、十五樓至二十三 樓、二十五樓至二十九樓J單位)	Bauknecht	DBTR9190IXL
	掛牆式抽油煙機 (適用於三十樓A及B單位)	Miele	DA 429-6
	嵌入式平面爐 (適用於三樓、五樓至十二樓、十五樓至二 十三樓、二十五樓至二十九樓A至H單位)	Bauknecht	CTAI 6360 IN
	嵌入式平面爐 (適用於三樓J單位)	Bauknecht	ESIF 6640IN
	嵌入式平面爐 (適用於五樓至十二樓、十五樓至二十三 樓、二十五樓至二十九樓J單位)	Bauknecht	CTAI 8740 FSIN
	電磁爐 (適用於三十樓A及B單位)	Miele	KM 6348
	嵌入式烤焗微波爐 (適用於三樓、五樓至十二樓、十五樓至二 十三樓、二十五樓至二十九樓A至J單位)	Bauknecht	EMNK5 2438 PT
	嵌入式蒸爐連微波爐 (適用於三十樓A及B單位)	Miele	DGM 6401
	嵌入式雪櫃 (適用於三樓、五樓至十二樓、十五樓至二 十三樓、二十五樓至二十九樓A至H單位)	Bauknecht	URI145
	嵌入式雪櫃 (適用於三樓、五樓至十二樓、十五樓至二 十三樓、二十五樓至二十九樓J單位)	Bauknecht	KGIN3183A++
	嵌入式雪櫃連冰箱(適用於三十樓A及B單位)	Miele	KFNS 37232 iD
	嵌入式焗爐 (適用於三十樓A及B單位)	Miele	H 6290 B
	嵌入式酒櫃 (適用於三十樓A及B單位)	Miele	KWT 6112 iG ed/cs

### LEGEND USED ON MECHANICAL & ELECTRICAL PROVISIONS PLANS 機電裝置平面圖中使用之圖例說明:

	13A SWITCHED SINGLE SOCKET OUTLET 13安培單位電插座	33	2-GANG 2-WAY LIGHT SWITCH 雙位雙控燈掣
	13A SWITCHED TWIN SOCKET OUTLET 13安培雙位電插座	888	3-GANG 2-WAY LIGHT SWITCH 三位雙控燈掣
*	13A SWITCHED TWIN SOCKET OUTLET (WORKTOP LEVEL) 13安培雙位電插座(廚房桌面)	×	1-GANG 1-WAY 20A DOUBLE POLE SWITCH 單位單控雙極開關掣
AC §	SPLIT TYPE A/C INDOOR UNIT 分體式室內冷氣機	*	1-GANG 2-WAY 20A DOUBLE POLE SWITCH 單位雙控雙極開關掣
AC .	SPLIT TYPE A/C OUTDOOR UNIT 分體式室外冷氣機	F	SWITCHED FUSED SPUR UNIT FOR A/C 接線座(供冷氣)
<b>\rightarrow</b>	DUCT TYPE EXHAUST FAN 管道式抽氣扇		DOOR BELL 門鈴
<b>-</b>	THERMO VENTILATOR 浴室寶連插線座	$\odot$	DOOR BELL PUSH BUTTON 門鈴按鈕
₹-	WINDOW MOUNT EXHAUST FAN 窗口式抽氣扇	•	SPRINKLER FOR OPEN KITCHEN (1 NO. AT BULKHEAD, 1 NO. UNDER WALL UNIT) 消防花灑頭(在天花及吊櫃底)
EH	ELECTRIC WATER HEATER 電熱水爐連插線座	S	SMOKE DETECTOR 煙霧感應器
	MCB BOARD 配電箱	ICO	CONNECTION UNIT FOR INDUCTION COOKER 電磁爐接線座
$\ominus$	BATTEN LAMP HOLDER C/W LIGHT BULB (LIV./DIN./BED.) 慳電膽(客廳 / 飯廳 / 睡房)		20A D.P. SWITCH FOR INDUCTION COOKER 電磁爐雙極開關掣
	DOWNLIGHT (BATHROOM) 简燈(浴室)		DOUBLE POLE WATERPROOF SWITCH FOR A/C 防水雙極開關掣(供冷氣)
$\bigcirc$	DOWNLIGHT (BALCONY/UTILITY PLATFORM/FLAT ROOF) 筒燈(露台 / 工作平台 / 平台)	TV	TV OUTLET 電視插座
$\bigoplus$	DOWNLIGHT (KITCHEN) 简燈 ( 廚房 )	$\bigcirc$	TELEPHONE OUTLET 電話插座
П	FLAT ROOF LIGHTING 平台燈		DATA OUTLET 數據插座
—LED	LED CABINET LIGHTING 櫃燈	<b>×</b> -⊖	WATER POINT FOR WASHING MACHINE 來水位(供洗衣機)
ર્જ	1-GANG 1-WAY LIGHT SWITCH 單位單控燈掣	⊬	DRAIN POINT FOR WASHING MACHINE 去水位(供洗衣機)
88	2-GANG 1-WAY LIGHT SWITCH 雙位單控燈掣		VIDEO DOOR PHONE 視像對講機
333	3-GANG 1-WAY LIGHT SWITCH 三位單控燈掣		SINK COMPLETE WITH WATER POINT & DRAIN POINT 設有來去水位之洗滌盆
*	1-GANG 2-WAY LIGHT SWITCH 單位雙控燈掣		

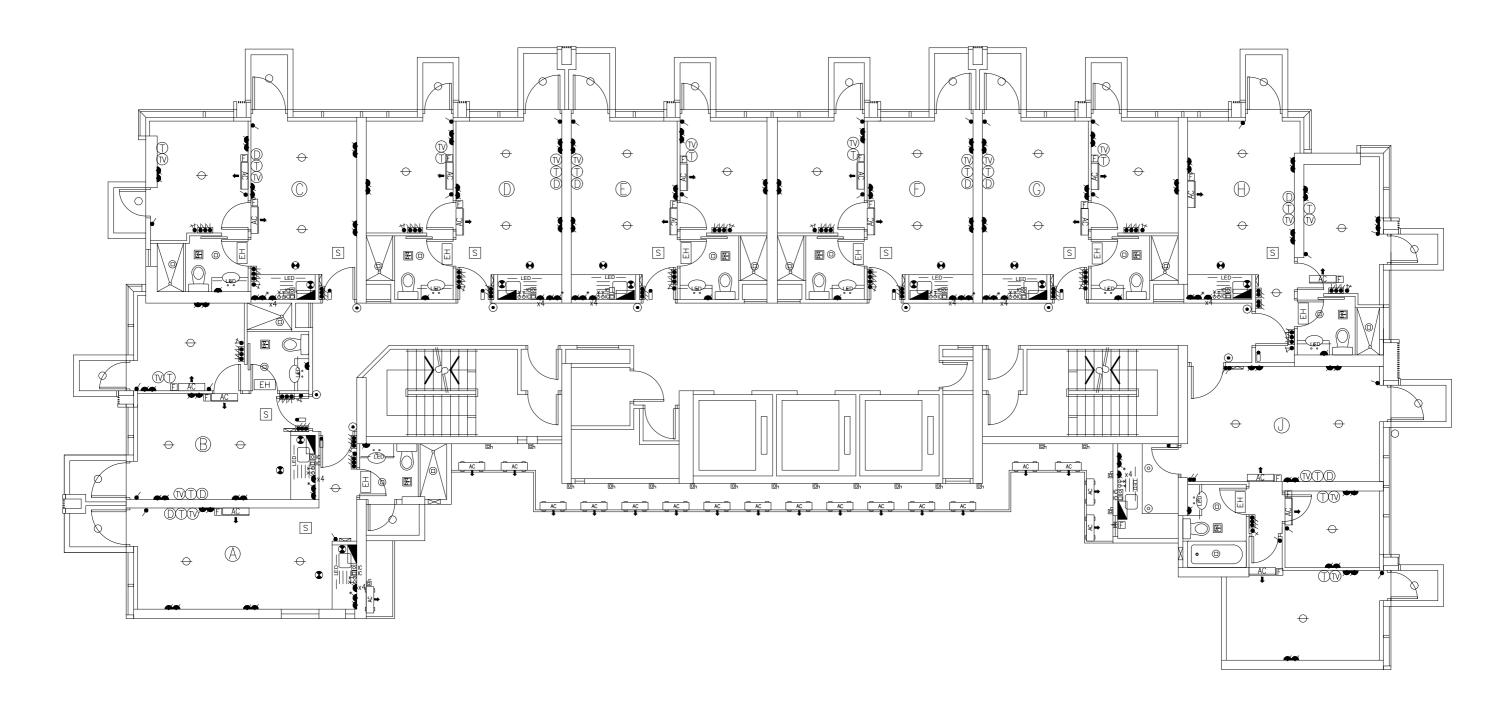
### 3/F Mechanical & Electrical Provisions Plan

### 三樓機電裝置平面圖



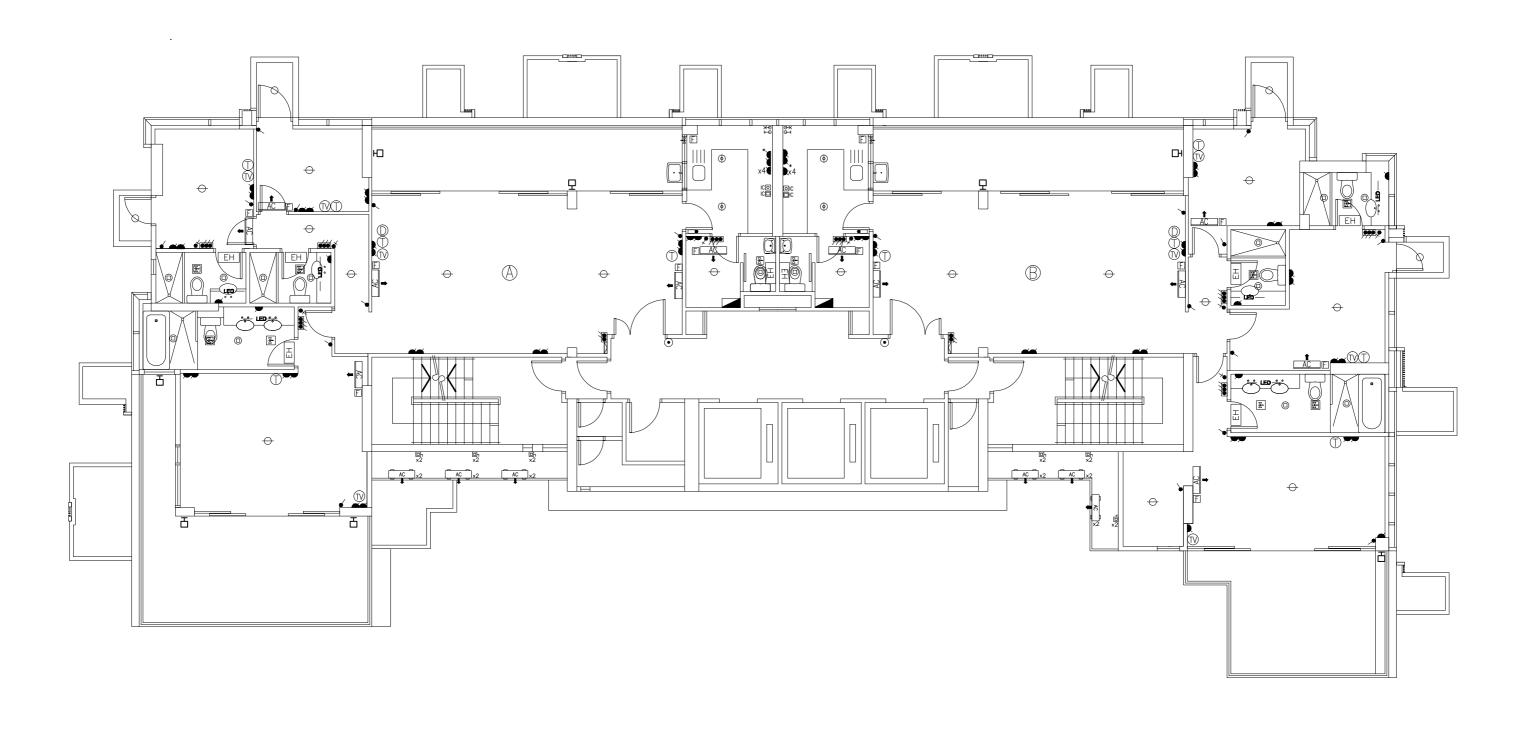
### Note:

5/F - 12/F, 15/F - 23/F, 25 - 29/F Mechanical & Electrical Provisions Plan 五樓至十二樓、十五樓至二十三樓、二十五樓至二十九樓機電裝置平面圖



### 30/F Mechanical & Electrical Provisions Plan

### 三十樓機電裝置平面圖



### Note:

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

Location 位置										
	Unit 單位	A	В	C	D	Е	F	G	Н	J
Living Room /	13A Twin Socket Outlet 13安培雙位電插座	3	3	3	3	3	3	3	3	3
	TV / FM Outlet 電視/電台天線插座	1	1	1	1	1	1	1	1	1
Dining Room	Telephone Outlet 電話插座	1	1	1	1	1	1	1	1	1
客/飯廳	Data Outlet 數據插座	1	1	1	1	1	1	1	1	1
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	N/A	2	2	2	2	2	2	2	2
Bedroom	TV / FM Outlet 電視/電台天線插座	N/A	1	1	1	1	1	1	1	1
睡房	Telephone Outlet 電話插座	N/A	1	1	1	1	1	1	1	1
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	N/A	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	N/A	2							
Bedroom 2	TV / FM Outlet 電視/電台天線插座	N/A	1							
睡房2	Telephone Outlet 電話插座	N/A	1							
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	N/A	1							
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1	1
Bathroom 浴室	Thermo Ventilator 浴室寶插線座	1	1	1	1	1	1	1	1	1
/仕里	Electric Water Heater 熱水爐插線座	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet 13安培單位電插座	4	4	4	4	4	4	4	4	4
	13A Twin Socket Outlet (Work Top Level) 13安培雙位電插座(廚房桌面)	1	1	1	1	1	1	1	1	1
Kitchen	Connection Unit & 20A D.P. Switch for Induction Cooker 電磁爐插線座及20A雙極開關掣	1	1	1	1	1	1	1	1	1
廚房	Drain Point For Sink and Washing Machine 去水位(供洗滌盤及洗衣機)	2	2	2	2	2	2	2	2	2
	Water Point For Sink and Washing Machine 來水位(供洗滌盤及洗衣機)	2	2	2	2	2	2	2	2	2
	Window Mount Exhaust Fan 窗口式抽氣扇	0	0	0	0	0	0	0	0	1
Flat Roof	Drain Point For Sink 去水位(供洗滌盤)	1	0	0	0	0	0	0	0	1
平台	Water Point For Sink 來水位(供洗滌盤)	1	0	0	0	0	0	0	0	1

# 23 FITTINGS, FINISHES AND APPLIANCES 装置、装修物料及設備

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

Location	Floor 樓層	5/F to 12/F, 15/F to 23/F, 25/F to 29/F 五樓至十二樓、十五至二十三樓、二十五樓至二十九樓								
位置	Unit 單位	A	В	С	D	Е	F	G	Н	J
	13A Twin Socket Outlet 13安培雙位電插座	3	3	3	3	3	3	3	3	3
Living Room /	TV / FM Outlet 電視/電台天線插座	1	1	1	1	1	1	1	1	1
Dining Room	Telephone Outlet 電話插座	1	1	1	1	1	1	1	1	1
客/飯廳	Data Outlet 數據插座	1	1	1	1	1	1	1	1	1
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	N/A	2	2	2	2	2	2	2	2
Bedroom	TV / FM Outlet 電視/電台天線插座	N/A	1	1	1	1	1	1	1	1
睡房	Telephone Outlet 電話插座	N/A	1	1	1	1	1	1	1	1
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	N/A	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2
Bedroom 2	TV / FM Outlet 電視/電台天線插座	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1
睡房2	Telephone Outlet 電話插座	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1	1
Bathroom 浴室	Thermo Ventilator 浴室寶插線座	1	1	1	1	1	1	1	1	1
加土	Electric Water Heater 熱水爐插線座	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet 13安培單位電插座	4	4	4	4	4	4	4	4	4
	13A Twin Socket Outlet (Work Top Level) 13安培雙位電插座 (廚房桌面)	1	1	1	1	1	1	1	1	1
Kitchen	Connection Unit & 20A D.P. Switch for Induction Cooker 電磁爐插線座及20A雙極開關掣	1	1	1	1	1	1	1	1	1
廚房	Drain Point For Sink and Washing Machine 去水位(供洗滌盤及洗衣機)	2	2	2	2	2	2	2	2	2
	Water Point For Sink and Washing Machine 來水位(供洗滌盤及洗衣機)	2	2	2	2	2	2	2	2	2
	Window Mount Exhaust Fan 窗口式抽氣扇	0	0	0	0	0	0	0	0	1

# 23 FITTINGS, FINISHES AND APPLIANCES 装置、装修物料及設備

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

Location	Floor 樓層		)/F 十樓	
位置	Unit 單位	A	В	
	13A Twin Socket Outlet 13A雙位電插座	4	4	
Living Room /	TV / FM Outlet 電視/電台天線插座	1	1	
Dining Room	Telephone Outlet 電話插座	2	2	
客/飯廳	Data Outlet 數據插座	1	1	
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	2	2	
	13A Single Socket Outlet 13安培單位電插座	N/A	2	
	13A Twin Socket Outlet 13安培雙位電插座	3	2	
Master Bedroom 主人房	TV / FM Outlet 電視/電台天線插座	1	1	
1.7 (7)3	Telephone Outlet 電話插座	1	1	
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	1	1	
	13A Twin Socket Outlet 13安培雙位電插座	2	2	
Bedroom 2	TV / FM Outlet 電視/電台天線插座	1	1	
睡房2	Telephone Outlet 電話插座	1	1	
	Fuse Spur Unit for A/C Indoor Unit 室內空調機接線座	1	1	
	13A Twin Socket Outlet 13安培雙位電插座	2	2	
Bedroom 3	TV / FM Outlet 電視/電台天線插座	1	1	
睡房3	Telephone Outlet 電話插座	1	1	
	Fuse Spur Unit for A/C Indoor Unit 內空調機接線座	1	1	
	13A Single Socket Outlet 13安培單位電插座	4	4	
	13A Twin Socket Outlet 13安培雙位電插座	1	1	
Kitchen	Connection Unit & 20A D.P. Switch for Induction Cooker 電磁爐插線座及20A雙極開關掣	1	1	
廚房	Drain Point For Sink and Washing Machine 去水位(供洗滌盤及洗衣機)	2	2	
	Water Point For Sink and Washing Machine 來水位(供洗滌盤及洗衣機)	2	2	
	Window Mount Extaust Fan 窗口式抽氣扇	1	1	

Location	Floor 樓層		30/F 三十樓		
位置	Unit 單位	A	В		
Store Room	13A Twin Socket Outlet 13安培雙位電插座	1	1		
儲物房	Electric Water Heater 熱水爐插線座	1	1		
	13A Single Socket Outlet 13安培單位電插座	1	1		
Bathroom in Master	Thermo Ventilator 浴室寶插線座	1	1		
Bedroom 主人房之浴室	Duct Type Exhaust Fan 管道式抽氣扇	1	1		
土八房乙冶至	Electric Water Heater 熱水爐插線座	1	1		
	13A Single Socket Outlet 13安培單位電插座	1	1		
Bathroom 2	Thermo Ventilator 浴室寶插線座	1	1		
浴室2	Electric Water Heater 熱水爐插線座	1	1		
	13A Single Socket Outlet 13安培單位電插座	1	1		
Bathroom 3	Thermo Ventilator 浴室寶插線座	1	1		
浴室3	Electric Water Heater 熱水爐插線座	1	1		
Flat Roof	Drain Point For Sink 去水位(供洗滌盤)	1	1		
平台	Water Point For Sink 來水位(供洗滌盤)	1	1		

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### 24 SERVICE AGREEMENTS 服務協議

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

- 食水及沖廁水由水務署供應。
- 電力由中華電力有限公司供應。

### 25 GOVERNMENT RENT 地税

The owner (vendor) will pay or has paid (as the case may be) all outstanding Government rent in respect of the Lot on which the Development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective assignments of residential properties to the purchasers.

擁有人(賣方)將會繳付或已繳付(視屬何情況而定)有關該地段由批地文件之日期起計至住宅物業之轉讓契約之日期期間之所有地稅。

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

- On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the Owner for the deposits for water, electricity and gas.
- On that delivery, the purchaser is not liable to pay to the owner a debris removal fee.

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

#### Notes:

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

#### 備註

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

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

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

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

# 28 MAINTENANCE OF SLOPES 斜坡維修

Not applicable 不適用

# 29 MODIFICATION 修訂

Not applicable 不適用

## 30 RELEVANT INFORMATION 有關資料

No Gas Supply to Residential Properties.

The Development will not be installed with gas pipes for the supply of town gas to residential properties. Flame cooking is not allowed in residential properties in the Development.

沒有氣體燃料供應至住宅物業

發展項目沒有安裝供應煤氣至住宅物業的氣體喉。發展項目中的住宅物業內不能明火煮食。

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

The address of the website designated by the Vendor for the Development for the purposes of Part 2 of the Residential Properties (First-hand Sales) Ordinance:

www.93pauchungstreet.com

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

www.93pauchungstreet.com

#### BREAKDOWN OF GFA CONCESSIONS OBTAINED FOR ALL FEATURES

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

		Area (sq. m.)			
Disregarded GFA under Building (Planning) Regulations 23(3)(b)					
1.#	Carpark and loading / unloading area excluding public transport terminus	1,075.853			
2.	2. Plant rooms and similar services				
2.1	2.1 Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc.				
2.2#	2.2 <sup>#</sup> Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank etc.				
2.3	.3 Non-mandatory or non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.				
Green Features under Joint Practice Notes 1 and 2					
3.	Balcony	216.000			
4.	Wider common corridor and lift lobby	Not Applicable			
5.	Communal sky garden	Not Applicable			
6.	Acoustic fin Not Applical				
7.	Wing wall, wind catcher and funnel	Not Applicable			
8.	Non-structural prefabricated external wall	Not Applicable			
9.	Utility platform	162.750			
10.	Noise barrier	Not Applicable			
	Amenity Features				
11.	Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office	12.107			
12.	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc. serving solely the recreational facilities	331.091			
13.	Covered landscaped and play area	136.121			

		Area (sq. m.)				
14.	Horizontal screens / covered walkways, trellis	11.000				
15.	Larger lift shaft	138.292				
16.	Chimney shaft Not Applicable					
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room					
18.#	Pipe duct, air duct for mandatory feature or essential plant room	124.763				
19.	Pipe duct, air duct for non-mandatory or non-essential plant room	Not Applicable				
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature  Not Applicab					
21.	Void in duplex domestic flat and house Not Applical					
22.	Projections such as air-conditioning box and platform with a projection of more than 750mm from the external walls	Not Applicable				
	Other Exempted Items					
23.#	Refuge floor including refuge floor cum sky graden	Not Applicable				
24.#	Other projections	Not Applicable				
25.	Public transport terminus	Not Applicable				
26.#	Party structure and common staircase	Not Applicable				
27.#	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	Not Applicable				
28.#	Public passage	Not Applicable				
29.	Covered set back area Not Applicab					
	Bonus GFA					
30.	Bonus GFA	Not Applicable				

#### Note

The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2(5/2011) issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

#### 獲寬免總樓面面積的設施分項

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

		面積 (平方米)			
	根據《建築物(規劃)規例》第23(3)(b) 條不計算的總樓面面積				
1.#	停車場及上落客貨地方公共交通總站除外	1,075.853			
2.	機房及相類設施				
2.1	2.1 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規 例限制的強制性設施或必要機房,例如升降機機房、電訊及廣播設備室、垃圾及 物料回收房等				
2.2#	所佔面積不受任何《認可人士 、註冊結構工程師及註冊岩土工程師作業備考》或 規例限制的強制性設施或必要機房,例如僅供消防裝置及設備佔用的房間 、電錶 房、電力變壓房、食水及鹹水缸等	633.703			
2.3	非強制性或非必要機房、例如空調機房、 風櫃房等	不適用			
	根據《聯合作業備考》第1號及第2號提供的環保設施				
3.	露台	216.000			
4.	加闊的公用走廊及升降機大堂	不適用			
5.	公用空中花園	不適用			
6.	隔聲鰭	不適用			
7.	翼牆、捕風器及風斗	不適用			
8.	非結構性預製外牆	不適用			
9.	工作平台	162.750			
10.	隔音屏障	不適用			
	適意設施				
11.	供保安人員和管理處員工使用的櫃枱、辨公室、儲物室、警衛室和廁所、業主立案法團辨公室	12.107			
12.	住宅康樂設施,包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等	331.091			
13.	有上蓋的園景區及遊樂場	136.121			
14.	横向屏障/有蓋人行道、花棚	11.000			

		面積 (平方米)			
15.	擴大升降機井道	138.292			
16.	煙囱管道	不適用			
17.	其他非強制性或非必要機房,例如鍋爐房、衛星電視共用天線房	不適用			
18.#	強制性設施或必要機房所需的管槽、氣槽	124.763			
19.	非強制性設施或非必要機房所需的管槽、氣槽	不適用			
20.	環保系統及設施所需的機房、管槽及氣槽	不適用			
21.	複式住宅單位及洋房的中空				
22.	伸出物,如空調機箱及伸出外牆超過750毫米的平台	不適用			
	其他項目				
23.#	庇護層,包括庇護層兼空中花園	不適用			
24.#	其他伸出物	不適用			
25.	公共交通總站	不適用			
26.#	共用構築物及樓梯	不適用			
27.#	僅供獲接納不計入總樓面面積的樓層使用的樓梯,升降機槽及垂直管道的水平面積	不適用			
28.#	公眾通道	不適用			
29.	因建築物後移導致的覆蓋面積	不適用			
	額外總樓面面積				
30.	額外總樓面面積	不適用			

#### 借註

上述表格是根據屋宇署所發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》ADM-2(5/2011)規定的要求而制訂的。屋宇署會按實際需要不時更改有關要求。

### The Environmental Assessment of the Building 有關建築物的環境評估





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

Latest information on the estimated energy performance or consumption for the common parts of the Development as submitted to the Building Authority prior to the printing of the sales brochures: 於印制售樓說明書前呈交予建築事務監督發展項目的公用部份的預計能量表現或消耗的最近期資料:

Part I 第 I 部份								
Provision of Central Air Conditioning 提供中央空調			No 沒有					
Provision of Energy Efficient Features 提供具能源效益的設施			Yes 有					
Energy Efficient Features proposed: 擬安裝的具能源效益的設施:			Lower lighting power density in common corridors, Car park CO sensors 公共走廊低能耗照明,停車場一氧化碳感應器					rs
Part II: The predicted annual energy use of the pr 第 II 部份: 擬興建樓宇/部份樓宇預計每年能源》								
		Later I Florida	基統 Internal Floor Area Served (m²) Elect (平方米)  Elect kWh/m² 電		Energy Use of Baseline Building (Note 2) 線樓字 <sup>(註腳 2)</sup> 每年能源消耗量			of Proposed Building 年能源消耗量
Type of Development 發展項目類型	Location 使用有關裝置	使用有關裝置的阿			tricity <sup>2</sup> /annum 江力 /平方米/年	Town Gas/LPG unit/m²/annum 煤氣/石油氣 用量單位/平方米/年	Electricity kWh/m²/annum 電力 千瓦小時/平方米/年	Town Gas/LPG unit/m²/annum 煤氣/石油氣 用量單位/平方米/年
Domestic Development (excluding Hotel) 住用發展項目 (不包括酒店)	Central building services installation (Note 3) 中央屋宇裝備裝置 (註腳 3) 的部份	2263.302		24	4.5	N/A 不適用	18.0	N/A 不適用
Non-domestic Development (Note 4) (including Hotel) 非住用發展項目 (註腳 4)	Central building services installation 中央屋宇裝備裝置的部份	3405.810		30	8.5	N/A 不適用	273.9	N/A 不適用
Part III: The following installation(s) are designed 第 III 部份: 以下裝置乃按機電工程署公佈的相關		ractices published by	the Electrical	& Mechanica	al Services De	epartment (EMSD)		
Type of Installations 裝置類型			Yes 是			No 否		N/A 不適用
Lighting Installations 照明裝置			/					
Air Conditioning Installations 空調裝置			<b>✓</b>					
Electrical Installations 電力裝置			1					
Lift & Escalator Installations 升降機及自動梯的裝置			1					
Performance-based Approach 以總能源為本的方法								✓

#### Notes:

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

The predicted annual energy use, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the development by the internal floor area served, where

- (a) "total annual energy use" has the same meaning of "annual energy use" under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (current version); and
- (b) "internal floor area", in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- 2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" under Section 4 and Appendix 8 of the BEAM Plus for New Building (current version).
- 3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installations in Buildings (February 2010 edition)(Draft).
- 4. Podium(s) normally means the lowest part of the development (usually the lowest 15m of the development and its basement, if any) carrying different use(s) from that of the tower(s) above. For development without clear demarcation between podium(s) and tower(s), the development, as a whole, should be considered as tower(s).

#### 註腳:

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

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

- (a) 「每年能源消耗量」與新建樓宇BEAM Plus 標準(現行版本)第4節及附錄8中的「年能源消耗」具有相同涵義;及
- (b) 樓字、空間或單位的「內部樓面面積」指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- 2. 「基準樓宇」與新建樓宇BEAM Plus標準(現行版本)第4節及附錄8中的「基準建築物模式(零分標準)」 具有相同涵義。
- 3. 「中央屋宇裝備裝置」與樓宇的屋宇裝備裝置能源效益實務守則(2010年2月版)(草稿)中的涵義相同。
- 4. 平台一般指發展項目的最低部分〔通常為發展項目最低15米部分及其他庫〔如適用〕〕,並與其上的塔樓具有不同用途,對於並無明確劃分平台與塔樓的發展項目,應視整個發展項目為塔樓。

### 33 INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT 地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

- 1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase (the "Agreement") to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the residential unit or the parking space specified in the Agreement, sub-sell that residential unit or parking space or transfer the benefit of the Agreement of that residential unit or parking space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
- 2. If the Vendor, at the request of the purchaser under an Agreement, agrees (at its own discretion) to cancel the Agreement or the obligations of the purchaser under the Agreement, the Vendor is entitled to retain the sum of 5% of the total purchase price of the residential unit and the parking space specified in the Agreement and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement.
- 3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective Assignments to the purchasers.
- 4. The purchaser who has signed an Agreement has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
- 5. Information and requirements relating to the "Green Area" as referred to in Special Condition No.(4), (5), (6) and (7) of the land grant are set out in full under the Information on Public Facilities and Public Open Spaces section of this sales brochure (pages 45 to 50).

- 買方須於正式買賣合約(「買賣合約」)下與賣方約定,除訂立按揭或押記外,在買賣完成及簽署轉讓契前,買方不得提名任何人士接受買賣合約指明之住宅單位或停車位之轉讓、轉售該住宅單位或停車位或以任何形式轉移該住宅單位或停車位之買賣合約之權益、或訂立任何有關上述提名、轉售或轉移權益之協議。
- 2. 若賣方應買賣合約下買方要求同意(同意與否賣方有酌情權決定)取消買賣合約或買賣合約下買方之責任,賣方有權保留等同買賣合約指明之住宅單位及停車位總售價5%之金額,另買方須向賣方繳付或補還(視屬何情況而定)所有與取消買賣合約有關之法律費用、收費及開銷(包括任何印花稅)。
- 3. 賣方將會或已經(視屬何情況而定)支付所有有關發展項目在其上興建之土地於批地文件日期起計至相關買家轉讓契日期(包括該兩日)期間之未付地稅。
- 4. 已簽署買賣合約之買方,如已支付不多於港幣\$100之象徵式費用(按每次要求計),有權獲取(而當其要求 時將獲提供)以下資料之最新紀錄印本:完成發展項目的總建築費用及總專業費用及截至該要求作出當月 前之曆月份完結時已支出和繳付之總建築費用及總專業費用。
- 5. 在批地文件特別條款第(4)、(5)、(6)及(7)條提及的有關「綠色區域」的資料和要求,在本售樓說明書的「公共設施及公眾休憩用地的資料」(第45至50頁)中全部列出。

There may be future changes to the Development and the surrounding areas. 發展項目及其周邊地區日後可能出現改變。

Date of Printing: 13<sup>th</sup> September 2016
印製日期: 2016年9月13日

#### Examination Record 檢視紀錄

Examination/Revision Date		Revision Made 所作修改
檢視/修改日期	Page Number 頁次	Revision Made 所作修改
	12	Location Plan has been updated 更新所在位置圖
	17	The Layout Plan has been updated 更新布局圖
	19-22	Floor Plans of Residential Properties and related information have been updated 更新住宅物業的樓面平面圖及有關資料
	23, 25	Information on Areas of Residential Properties have been updated 更新住宅物業的面積資料
December 13, 2016 2016年12月13日	52-53	Cross-Section Plans of Building have been updated 更新建築物的橫截面圖
2010   12/313	54-55	Elevation Plans and related information have been updated 更新立面圖及有關資料
	56	Information on Common Facilities has been updated 更新公用設施的資料
	65-67	Information on Fittings, Finishes and Appliances have been updated 更新裝置、裝修物料及設備之資料
	74-75	Information on Application for Concession on Gross Floor Area has been updated 更新申請建築物總樓面面積寬免的資料
March 13, 2017	12	Location Plan has been updated 更新所在位置圖
2017年3月13日	14	Outline Zoning Plan has been updated 更新分區計劃大綱圖
March 25, 2017	12	Location Plan has been updated 更新所在位置圖
2017年3月25日	30, 32	The Table of Allocation of Undivided Shares in Summary of Deed of Mutual Covenant has been updated 更新公契的摘要内之不分割份數的分
	12	Location Plan has been updated 更新所在位置圖
June 25, 2017	22	Floor Plans of Residential Properties have been updated 更新住宅物業的樓面平面圖
2017年6月25日	54-55	Elevation Plans and related information have been updated 更新立面圖及有關資料
	64-70	Information on Fittings, Finishes and Appliances have been updated 更新裝置、裝修物料及設備之資料
	2-5	Notes to Purchasers of First-Hand Residential Properties have been updated 更新一手住宅物業買家須知
September 25, 2017	12	Location Plan has been updated 更新所在位置圖
2017年9月25日	13	Aerial Photograph has been updated 更新鳥瞰照片
	63	Information on Fittings, Finishes and Appliances have been updated 更新裝置、裝修物料及設備之資料
	12	Location Plan has been updated 更新所在位置圖
December 25, 2017	14	Outline Zoning Plan has been updated 更新分區計劃大綱圖
2017年12月25日	26-27	Floor Plans of Parking Spaces in the Development have been updated 更新發展項目中的停車位的樓面平面圖
	60, 63	Information on Fittings, Finishes and Appliances have been updated 更新裝置、裝修物料及設備之資料

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Examination/Revision Date		Revision Made 所作修改
檢視/修改日期	Page Number 頁次	Revision Made 所作修改
	12	Location Plan has been updated 更新所在位置圖
March 25, 2018	13-13A	Aerial Photograph has been updated 更新鳥瞰照片
2018年3月25日	16	Outline Zoning Plan has been updated 更新分區計劃大綱圖
	17	Information on Layout Plan of the development has been updated 更新發展項目的布局圖之資料



