



土田 The Amused

■ 售樓說明書
SALES BROCHURE

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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。
- 如您擬選任由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料¹。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

4. 物業的面積及四周環境

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

5. 售樓說明書

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

6. 政府批地文件和公契

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

7. 售樓處內有關可供揀選住宅物業的資料

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

8. 成交紀錄冊

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

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

² 根據條例附表 1 第 1 部第 10(2)(d) 條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項－
(i) 每個住宅物業的外部尺寸；
(ii) 每個住宅物業的內部尺寸；
(iii) 每個住宅物業的內部間隔的厚度；
(iv) 每個住宅物業內個別分隔室的外部尺寸。

根據條例附表 1 第 1 部第 10(3) 條，如有關發展項目的經批准的建築圖則，提供條例附表 1 第 1 部第 10(2)(d) 條所規定的資料，樓面平面圖須述明如此規定的該資料。

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），查閱牌照目錄。

12. 委聘律師

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

適用於一手未落成住宅物業**13. 預售樓花同意書**

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

14. 示範單位

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

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業**15. 預計關鍵日期及收樓日期**

- 查閱售樓說明書中有關發展項目的預計關鍵日期³。
 - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。
- 收樓日期
 - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的 14 日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意（視屬何種情況而定）。
 - > 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
 - > 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件（包括佔用許可證）發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
 - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的 14 日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
 - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
 - > 工人罷工或封閉工地；
 - > 暴動或內亂；
 - > 不可抗力或天災；
 - > 火警或其他賣方所不能控制的意外；
 - > 戰爭；或
 - > 惡劣天氣。
 - 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
 - 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的 14 日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

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

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans¹ as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.

- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property². The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5. Sales brochure

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

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

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

- (i) the external dimensions of each residential property;
- (ii) the internal dimensions of each residential property;
- (iii) the thickness of the internal partitions of each residential property;
- (iv) the external dimensions of individual compartments in each residential property.

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

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 date³ for the development in the sales brochure.
 - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.
- Handing over date
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
 - > For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
 - > For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
 - > strike or lock-out of workmen;
 - > riots or civil commotion;
 - > force majeure or Act of God;
 - > fire or other accident beyond the vendor's control;
 - > war; or
 - > inclement weather.
 - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

For first-hand completed residential properties**16. Vendor's information form**

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

17. Viewing of property

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

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

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

Other useful contacts:**Consumer Council**

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

Estate Agents Authority

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

Real Estate Developers Association of Hong Kong

Telephone : 2826 0111
Fax : 2845 2521

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

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

發展項目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

福榮街 538 號

發展項目包含一幢多單位建築物

該幢多單位建築物的樓層的總數

26 層 (不包括天台及上層天台)

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

地面、1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 29 樓、天台、上層天台 1、上層天台 2、上層天台 3 及上層天台 4

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

4 樓、13 樓、14 樓及 24 樓

該幢多單位建築物內的底護層

不適用

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 12 月 31 日

「關鍵日期」指批地文件的條件就發展項目而獲符合的日期。預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。

為買賣合約的目的，在不局限任何其他可用以證明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。

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

538 Fuk Wing Street

The Development consists of one multi-unit building

Total Number of Storeys of the multi-unit building

26 Storeys (excluding Roof and Upper Roofs)

The Floor Numbering in the multi-unit building as provided in the approved building plans for the Development

G/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-29/F, Roof, Upper Roof 1, Upper Roof 2, Upper Roof 3 and Upper Roof 4

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

Not Applicable

The Estimated Material Date for the Development, as provided by the Authorized Person for the Development

31st December 2018

“Material Date” means the date on which the conditions of the land grant are complied with in respect of the Development. The Estimated Material Date is subject to any extension of time that is permitted under the agreement for sale and purchase.

For the purpose of the agreement for sale and purchase, 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).

賣方

市區重建局（作為「擁有人」）
財博有限公司（作為「如此聘用的人」）

備註：

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（財博有限公司）的控權公司

英皇集團（國際）有限公司
英皇物業發展有限公司

發展項目的認可人士

黎紹堅先生

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

呂鄧黎建築師有限公司

發展項目的承建商

新豪建築有限公司

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

張葉司徒陳律師事務所

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

創興銀行有限公司（註：所有欠創興銀行有限公司的貸款已全數清還）

已為發展項目的建造提供貸款的任何其他人

英皇財務管理有限公司

Vendor

Urban Renewal Authority (as “Owner”)
Wealthy Wide 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 (Wealthy Wide Limited)

Emperor International Holdings Limited
Emperor Property Development Limited

Authorized Person for the Development

Mr. Lai Siu Kin Rembert

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

Lu Tang Lai Architects Limited

Building Contractor for the Development

New House Construction Company Limited

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

Vincent T. K. Cheung, Yap & Co.

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

Chong Hing Bank Limited (Note: All loans owed to Chong Hing Bank Limited have been repaid in full)

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

Emperor Financial Management Limited

(a)	賣方或該項目的承建商屬個人，並屬該項目的認可人士的家人。 The vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of an authorized person for the Development.	不適用 Not Applicable
(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。 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.	不適用 Not Applicable
(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。 The vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person.	否 No
(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。 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.	不適用 Not Applicable
(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。 The vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person.	不適用 Not Applicable
(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。 The vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person.	否 No
(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。 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.	不適用 Not Applicable
(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。 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.	不適用 Not Applicable
(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。 The vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors.	否 No
(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。 The vendor, a holding company of the vendor, or a building contractor for the Development, is a private company, and an authorized person for the Development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor.	否 No
(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。 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.	否 No
(l)	賣方或該項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書。 The vendor or a building contractor for the Development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	否 No
(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。 The vendor or a building contractor for the Development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor.	不適用 Not Applicable
(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。 The vendor, a holding company of the vendor, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development holds at least 10% of the issued shares in that vendor, holding company or contractor.	否 No

(o)	賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少 1% 的已發行股份。 The vendor, a holding company of the vendor, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor.	否 No
(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。 The vendor or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	否 No
(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。 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.	不適用 Not Applicable
(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。 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.	否 No
(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。 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.	否 No

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

發展項目的非結構的預製外牆的厚度為 150 毫米。
The thickness of the non-structural prefabricated external walls of the Development: 150mm

發展項目的幕牆的厚度為 200 毫米。
The thickness of the curtain walls of the Development: 200mm

每個住宅物業的非結構的預製外牆及幕牆面積
Total Area of Non-Structural Prefabricated External Walls & Curtain Walls of each Residential Property

樓層 Floor	單位 Flat	總面積 (平方米) Total Area (sq.m.)	
		非結構的預製外牆 Non-Structural Prefabricated External Walls	幕牆 Curtain Walls
三樓 3/F	A	0.921	-
	B	0.263	0.621
	C	0.387	-
	D	0.263	0.621
	E	-	0.811
	F	-	0.807
五樓至十二樓、 十五樓至二十三樓、 二十五樓至二十七樓 5/F-12/F, 15/F-23/F, 25/F-27/F	A	0.921	-
	B	0.263	0.781
	C	0.507	-
	D	0.263	0.781
	E	-	0.680
	F	-	0.807
二十八樓至二十九樓 28/F-29/F	A	0.921	-
	B	0.528	0.781
	C	0.625	0.781
	D	-	0.680
	E	-	0.807

備註：
不設 4 樓, 13 樓, 14 樓及 24 樓

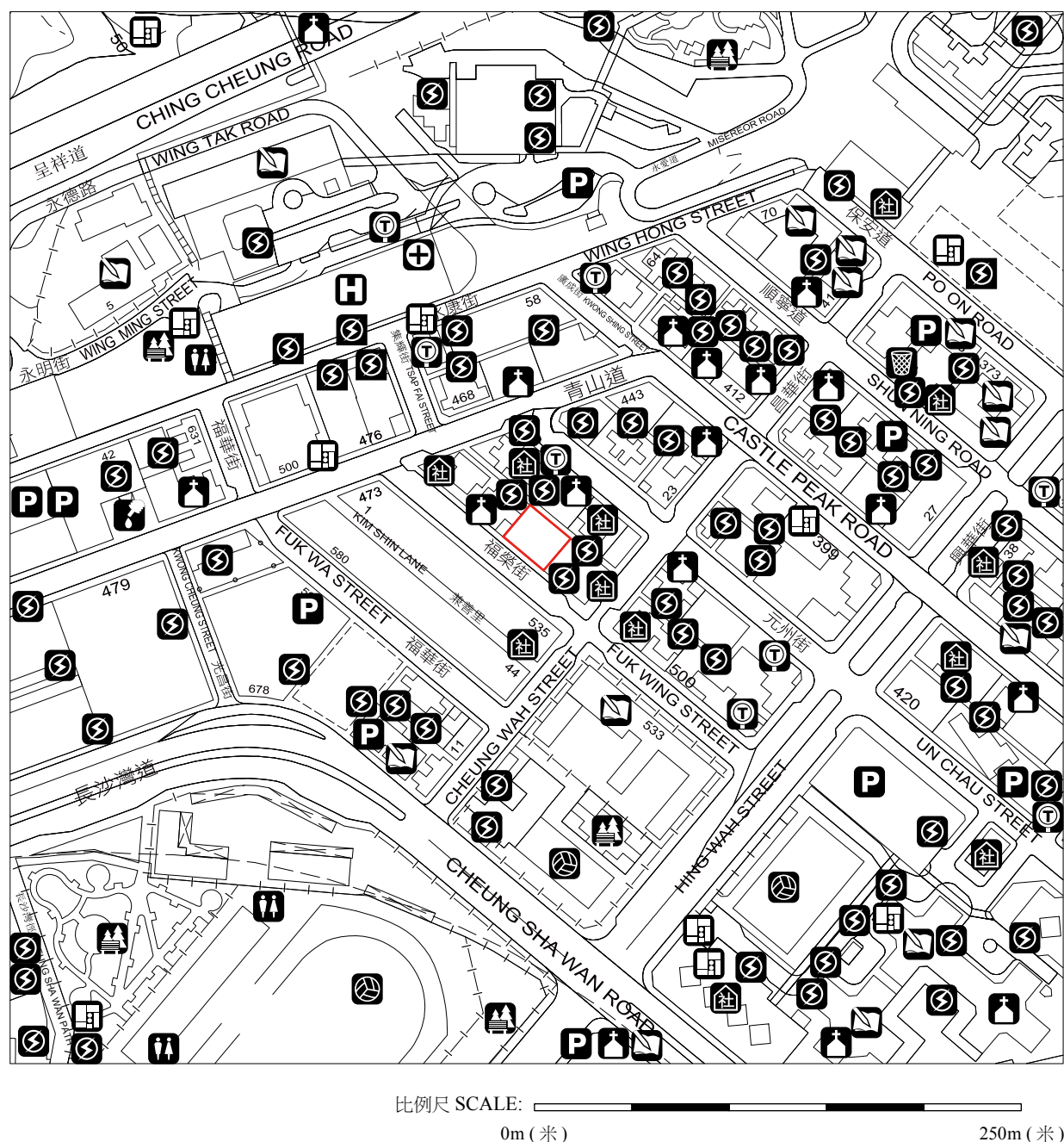
Note:
4/F, 13/F, 14/F and 24/F are omitted

根據公契的最新擬稿獲委任為發展項目的管理人的人：

根據有關發展項目的公契的最新擬稿，英皇物業管理（香港）有限公司將獲委任為發展項目的管理人。

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

Emperor Property Management (HK) Limited will be appointed as the manager of the Development under the latest draft deed of mutual covenant in respect of the Development.

圖例
Notation

- 油站
A Petrol Filling Station
- 發電廠 (包括電力分站)
A Power Plant (Including Electricity Sub-stations)
- 診療所
A Clinic
- 垃圾收集站
A Refuse Collection Point
- 醫院
A Hospital
- 公眾停車場 (包括貨車停泊處)
A Public Carpark (Including A Lorry Park)
- 公廁
A Public Convenience
- 公共交通總站 (包括鐵路車站)
A Public Transport Terminal (Including A Rail Station)
- 公用事業設施裝置
A Public Utility Installation
- 宗教場所 (包括教堂、廟宇及祠堂)
A Religious Institution (Including A Church, A Temple And A Tsz Tong)
- 學校 (包括幼稚園)
A School (Including A kindergarten)
- 社會福利設施 (包括老人中心及弱智人士護理院)
Social Welfare Facilities (Including An Elderly Centre And A Home For The Mentally Disabled)
- 體育設施 (包括運動場及游泳池)
Sports Facilities (Including A Sports Ground And A Swimming Pool)
- 公園
A Public Park
- 發展項目的位置
The Location of the Development

發展項目的位置圖：摘錄自 2018 年 9 月 6 日修訂之測繪圖，編號為 11-NW-A 及 11-NW-B，有需要處經修正處理。

The Location Plan is extracted from Survey Sheet No. 11-NW-A and 11-NW-B dated 6th September 2018 with adjustments where necessary.

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 88/2017。

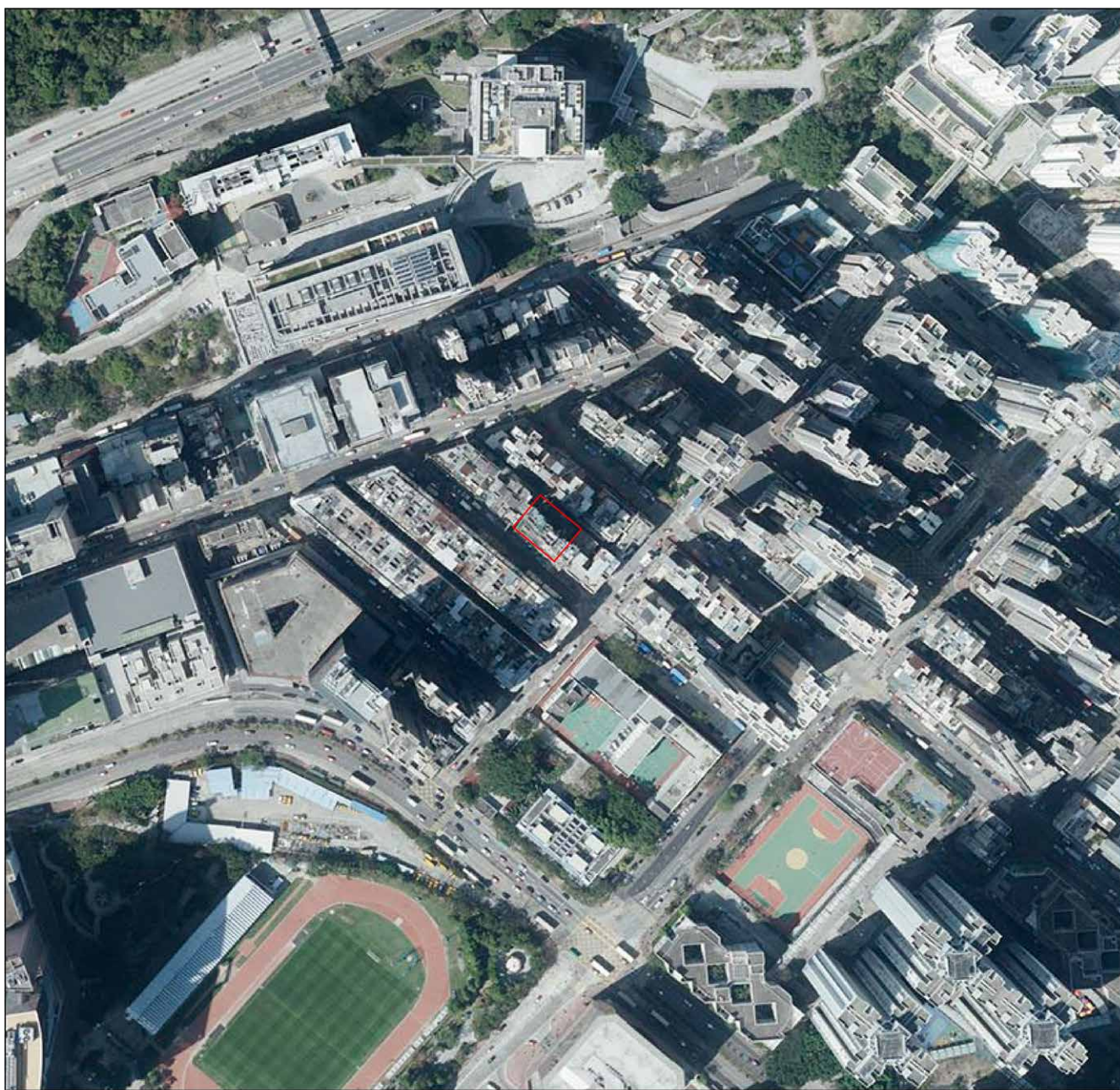
The map is reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR. License No. 88/2017.


備註：

- 由於技術原因，上圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。
- 賣方建議準買方到該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。

Notes:

- Due to technical reasons (such as the irregular shape of the Development), this Location Plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance.
- The vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.



 發展項目的界線
The Boundary of the Development

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

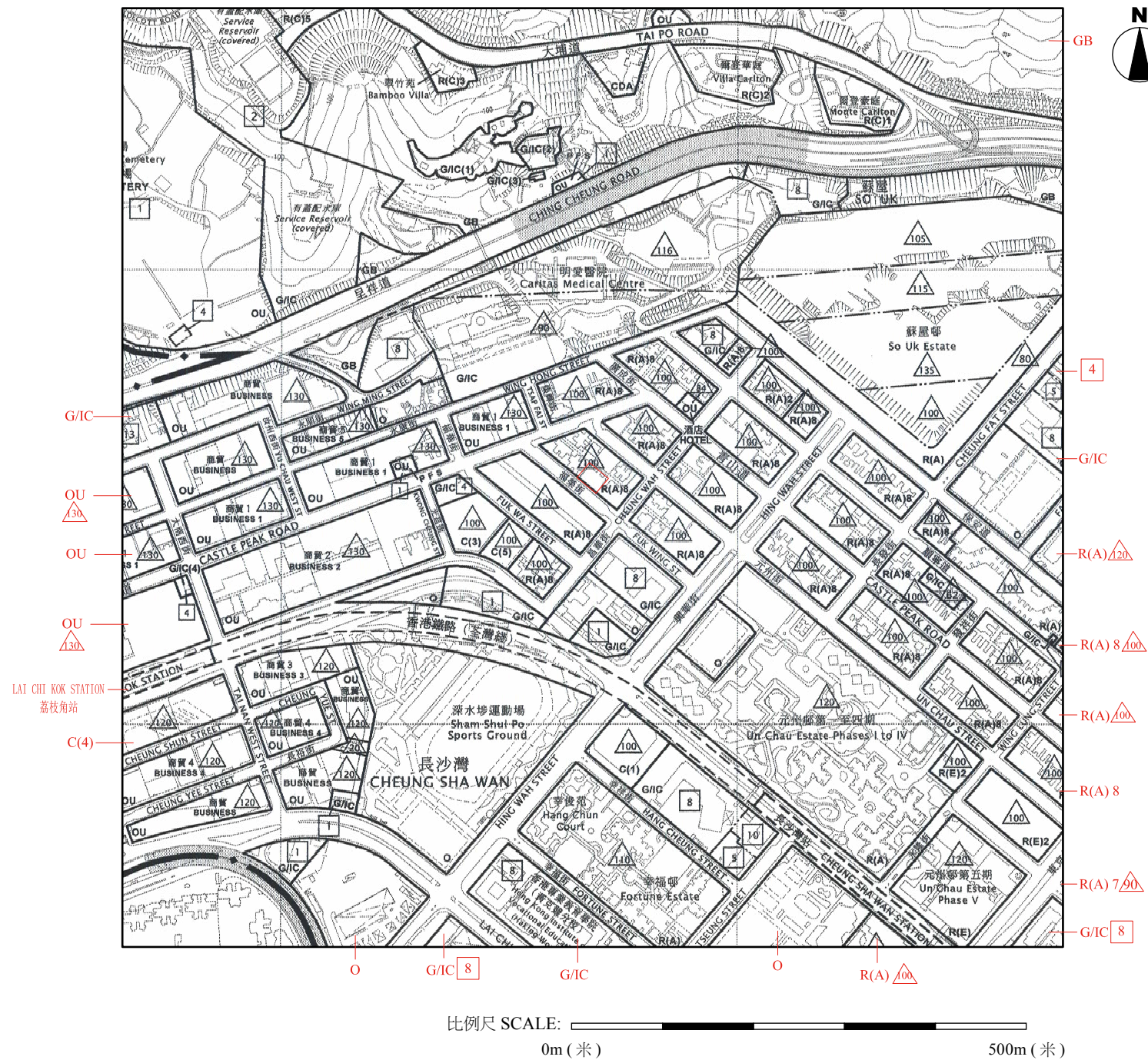
摘錄自地政總署測繪處於 2018 年 3 月 10 日在長沙灣 6,000 呎飛行高度拍攝之鳥瞰照片，編號為 E034072C。
Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height 6,000 feet in Cheung Sha Wan.
Photo No. E034072C, dated 10th March 2018

備註：
因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。

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

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圖例
Notation

地帶
Zones

C	商業 Commercial
CDA	綜合發展區 Comprehensive Development Area
R(A)	住宅（甲類） Residential (Group A)
R(C)	住宅（丙類） Residential (Group C)
R(E)	住宅（戊類） Residential (Group E)
G/IC	政府、機構或社區 Government, Institution or Community
O	休息用地 Open Space
OU	其他指定用途 Other Space
GB	綠化地帶 Green Belt

交通
Communications

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

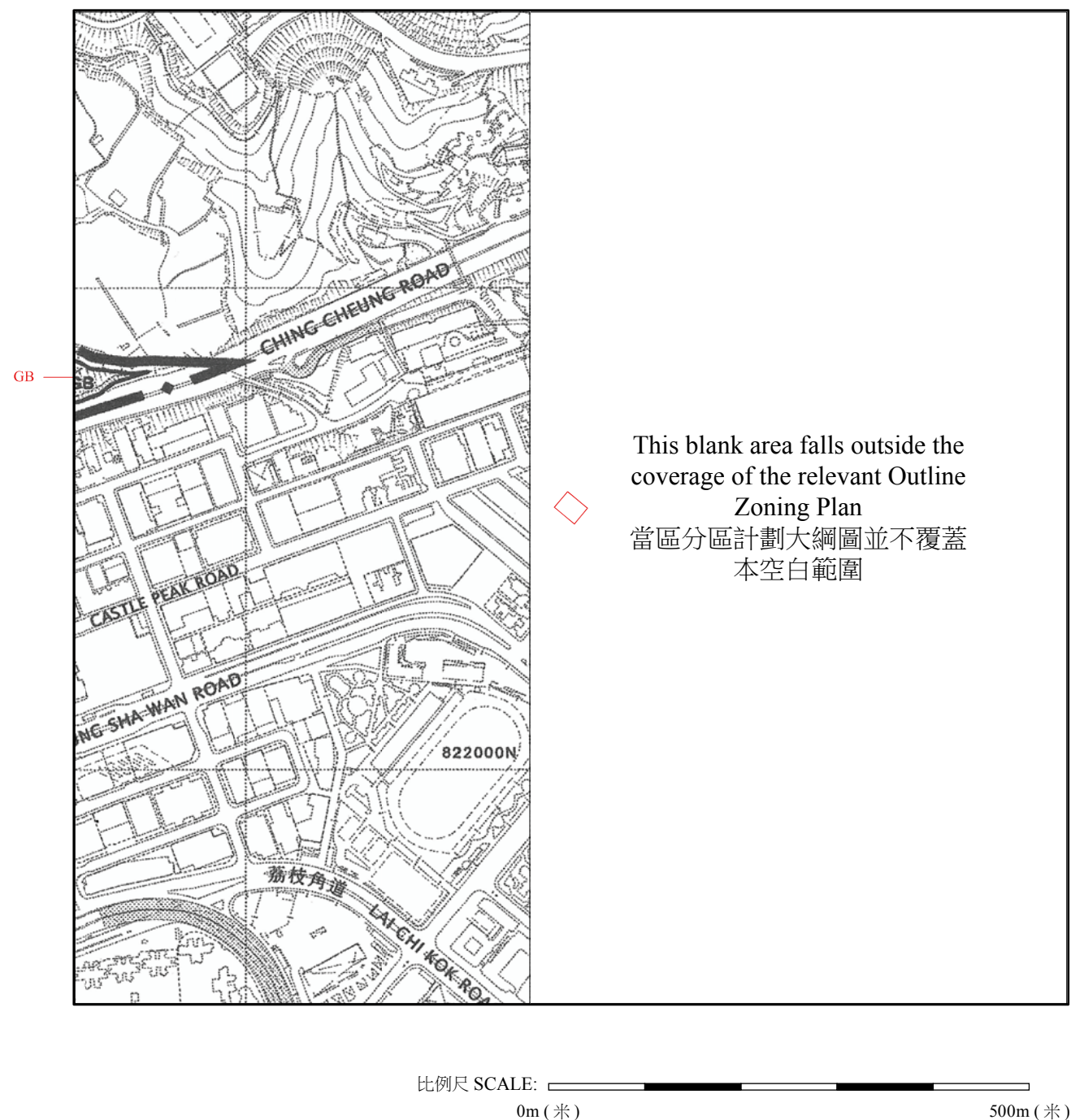
其他
Miscellaneous

規劃範圍界線 Boundary of Planning Scheme	
建築物高度管制區界線 Building Height Control Zone Boundary	
最高建築物高度 （在主水平基準上若干米） Maximum Building Height (In Metres Above Principal Datum)	90
最高建築物高度 （樓層數目） Maximum Building Height (In Number of Storeys)	8
加油站 Petrol Filling Station	P F S
發展項目的位置 The Location of the Development	

- Notes:
- The Outline Zoning Plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR.
 - The vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
 - Due to technical reasons as a result of the irregular boundary of the Development, this Outline Zoning Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

摘錄自 2016 年 12 月 16 日刊憲之長沙灣（九龍規劃區第 5 區）分區計劃大綱核准圖，編號為 S/K5/37，經處理以紅色顯示發展項目邊界線及其他資料。
Adopted from part of the approved Cheung Sha Wan (Kowloon Planning Area No.5) Outline Zoning Plan No.S/K5/37 gazetted on 16 December 2016 with adjustments to show the Development boundary and other information in red.

- 備註：
- 分區計劃大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。
 - 賣方建議準買方到該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。
 - 因發展項目的不規則界線引致的技術原因，此分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》所要求。



圖例 Notation

地帶 Zones

GB	綠化地帶 Green Belt
----	--------------------

交通 Communications

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

其他 Miscellaneous

— ◆ —	規劃範圍界線 Boundary of Planning Scheme
□	發展項目的位置 The Location of the Development

摘錄自 2018 年 1 月 19 日之香港特別行政區政府規劃署之葵涌分區計劃大綱草圖，編號為 S/KC/29，經處理以紅色顯示發展項目邊界線及其他資料。

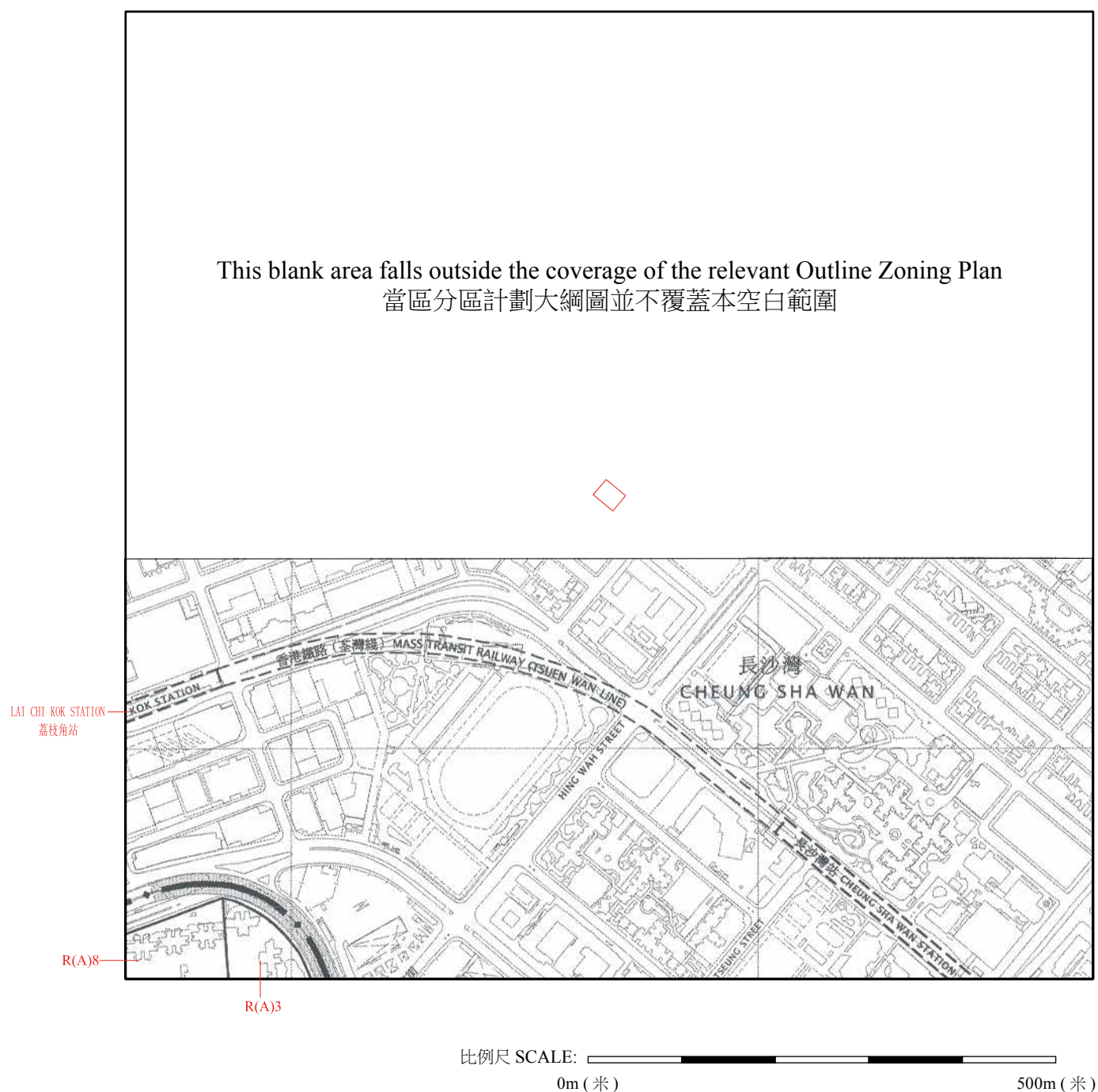
Adopted from part of the draft Kwai Chung Outline Zoning Plan, Plan No.S/KC/29 dated 19 January 2018 from Planning Department of The Government of the Hong Kong Special Administrative Region with adjustments to show the Development boundary and other information in red.

備註：

1. 分區計劃大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。
2. 賣方建議準買方到該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. 因發展項目的不規則界線引致的技術原因，此分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》所要求。

Notes:

1. The Outline Zoning Plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR.
2. The vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. Due to technical reasons as a result of the irregular boundary of the Development, this Outline Zoning Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.



圖例 Notation

地帶 Zones

R(A)	住宅（甲類） Residential (Group A)
------	---------------------------------

交通 Communications

— [STATION] —	鐵路及車站（地下） Railway and Station (Underground)
— [JUNCTION] —	主要道路及路口 Major Road and Junction
— [ELEVATED ROAD] —	高架道路 Elevated Road

其他 Miscellaneous

— ◆ —	規劃範圍界線 Boundary of Planning Scheme
[Red Outline Box]	發展項目的位置 The Location of the Development

摘錄自 2014 年 10 月 3 日刊憲之西南九龍（九龍規劃區第 20 區）分區計劃大綱核准圖，編號為 S/K20/30，經處理以紅色顯示發展項目邊界線及其他資料。

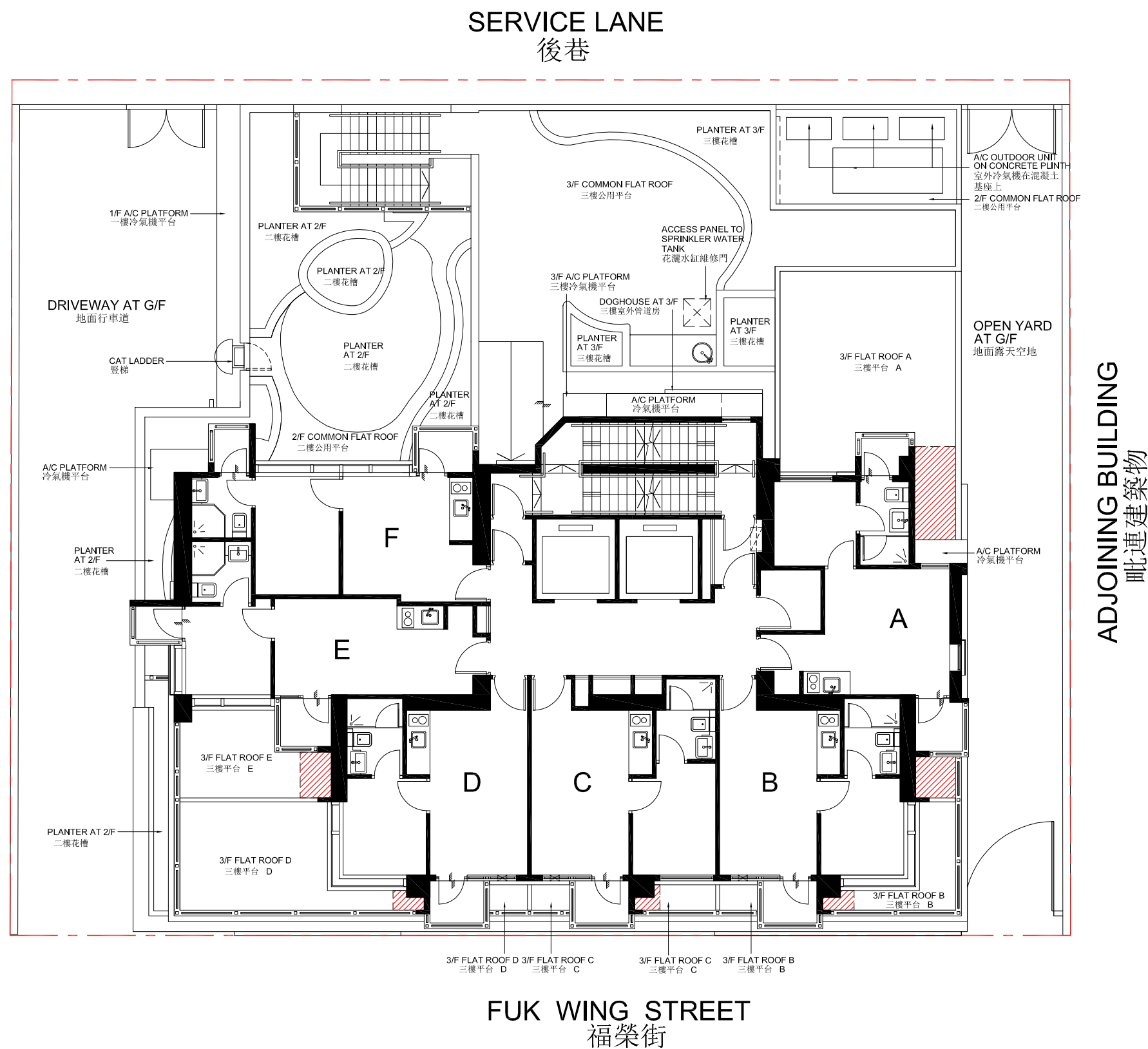
Adopted from part of the approved South West Kowloon (Kowloon Planning Area No.20) Outline Zoning Plan No.S/K20/30 gazetted on 3 October 2014 with adjustments to show the Development boundary and other information in red.

備註：

- 分區計劃大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。
- 賣方建議準買方到該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。
- 因發展項目的不規則界線引致的技術原因，此分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》所要求。

Notes:

- The Outline Zoning Plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR.
- The vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
- Due to technical reasons as a result of the irregular boundary of the Development, this Outline Zoning Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

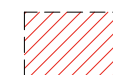
LAYOUT PLAN OF
THE DEVELOPMENTADJOINING BUILDING
毗連建築物

由發展項目的認可人士提供的該等建築物及設施的預計落成日期為 2018 年 8 月 31 日。

The estimated date of completion of the building and facilities within the Development, as provided by the authorized person for the Development is 31 August 2018.

—— 發展項目的界線
Boundary line of the Development

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



大廈公契界定為公共地方以供吊船維修管道的空間
Common Areas Under Deed of Mutual Covenant For Pipe Works Maintenance Access By Gondola

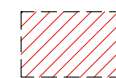
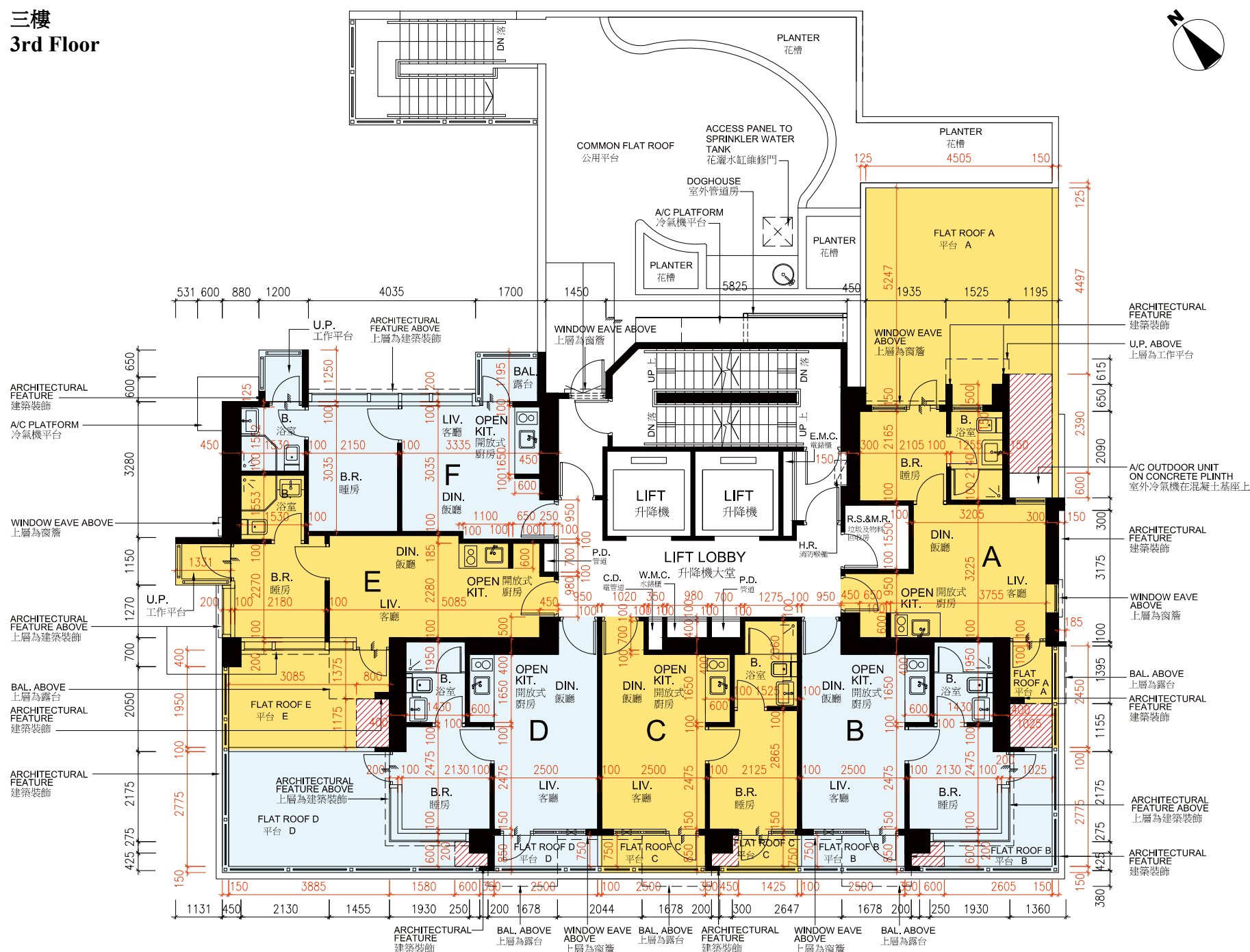
比例尺 SCALE: 0m (米) 5m (米)

備註：

圖中所示之發展項目住宅大樓布局參照適用於 5 樓至 12 樓，15 樓至 23 樓及 25 樓至 27 樓之布局。

Note:

The layout of the residential tower of the Development shown in the plan is based on the layout applicable to 5/F to 12/F, 15/F to 23/F and 25/F to 27/F.

三樓
3rd Floor

- 大廈公契界定為公共
地方以供吊船維修管
道的空間
- A/C PLATFORM = 冷氣機平台
B. = 浴室
B.R. = 睡房
BAL. = 露台
BAL. ABOVE = 上層為露台
C.D. = 電纜導管
COVER OF BAL. = 露台上蓋
COVER OF U.P. = 工作平台上蓋
DIN. = 飯廳
E.M.C. = 電錶櫃
H.R. = 消防喉轆
LIV. = 客廳
OPEN KIT. = 開放式廚房
P.D. = 管道
R.S. & M.R. = 垃圾及物料回收房
U.P. = 工作平台
U.P. ABOVE = 上層為工作平台
W.M.C. = 水錶櫃

- Common Areas Under Deed of Mutual
Covenant For Pipe Works Maintenance
Access By Gondola
- Air-conditioner Platform
Bathroom
Bedroom
Balcony
Balcony above
Cable Duct
Cover of Balcony
Cover of Utility Platform
Dining Room
Electric Meter Cabinet
Hose Reel
Living Room
Open Kitchen
Pipe Duct
Refuse Storage & Material Recovery Room
Utility Platform
Utility Platform above
Water Meter Cabinet

比例尺 SCALE: 0m (米) 5m (米)

備註:

- 因住宅物業的較高樓層的結構牆的厚度遞減，較高層的內部面積，一般比較低層的內部面積稍大。
- 平面圖所列之數字以毫米標示之建築結構呎吋，並以 2018 年 7 月 26 日經屋宇署批准的建築圖則為基礎。
- 部分樓層外牆範圍設有建築裝飾。
- 部分住宅單位的露台及 / 或平台及 / 或工作平台及 / 或冷氣機平台及 / 或外牆或附近設有外露之公用喉管。
- 部分住宅單位客廳、飯廳、睡房、浴室及開放式廚房天花有跌級樓板及 / 或假天花用以裝置冷氣系統及 / 或其他機電設備。
- 露台及工作平台為不可封閉地方。
- 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。

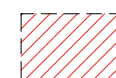
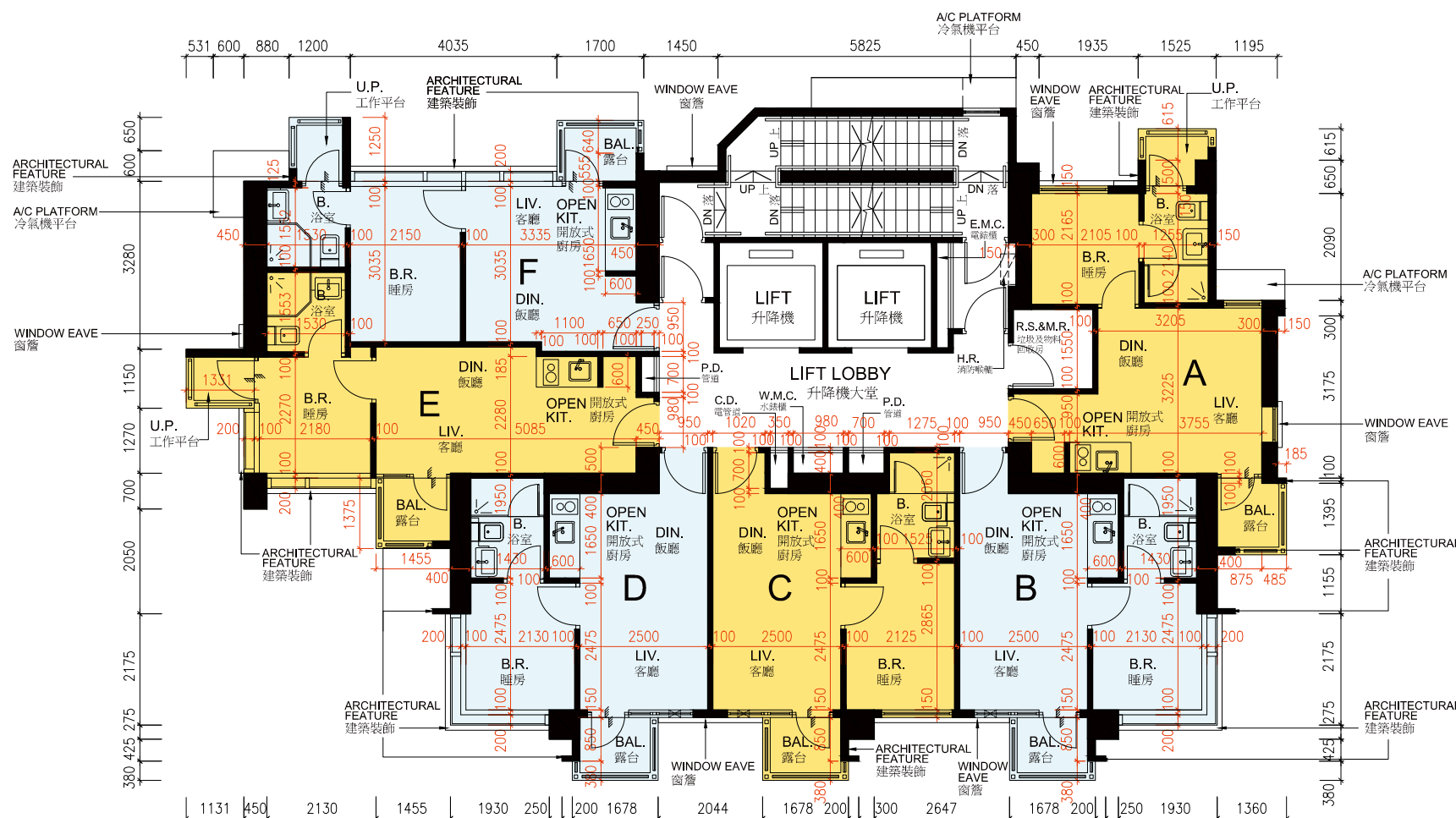
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- Balconies and utility platforms are non-enclosed areas.
- Symbols of fittings shown on the floor plans, such as bathtubs, sink, water closets, sink counter, etc., are architectural symbols retrieved from the latest approved general building plans for general indication only.

每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat					
		A	B	C	D	E	F
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	3 樓 3/F	3225					
		3150	3225	3225	3225	3225	
		3050	3150	3150	3150	3150	3150
		2875	2800	2800	2800	2800	2800
		2800					
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	3 樓 3/F	125	125	125	125	125	125
		150	150	150	150	150	175

FLOOR PLANS OF RESIDENTIAL
PROPERTIES IN THE DEVELOPMENT

五樓至十二樓、十五樓至二十三樓、二十五樓至二十七樓
5th-12th, 15th-23rd, 25th-27th Floor



A/C PLATFORM	= 大廈公契界定為公共地方以供吊船維修管道的空間	Common Areas Under Deed of Mutual Covenant For Pipe Works Maintenance Access By Gondola
B.	= 浴室	Air-conditioner Platform
B.R.	= 睡房	Bathroom
BAL.	= 露台	Bedroom
BAL. ABOVE	= 上層為露台	Balcony
C.D.	= 電纜導管	Balcony above
COVER OF BAL.	= 露台上蓋	Cable Duct
COVER OF U.P.	= 工作平台上蓋	Cover of Balcony
DIN.	= 飯廳	Cover of Utility Platform
E.M.C.	= 電錶櫃	Dining Room
H.R.	= 消防喉轆	Electric Meter Cabinet
LIV.	= 客廳	Hose Reel
OPEN KIT.	= 開放式廚房	Living Room
P.D.	= 管道	Open Kitchen
R.S. & M.R.	= 垃圾及物料回收房	Pipe Duct
U.P.	= 工作平台	Refuse Storage & Material Recovery Room
U.P. ABOVE	= 上層為工作平台	Utility Platform
W.M.C.	= 水錶櫃	Utility Platform above
		Water Meter Cabinet

比例尺 SCALE: 0m (米) 5m (米)

備註:

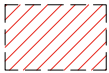
- 因住宅物業的較高樓層的結構牆的厚度遞減，較高層的內部面積，一般比較低層的內部面積稍大。
- 平面圖所列之數字以毫米標示之建築結構呎吋，並以 2018 年 7 月 26 日經屋宇署批准的建築圖則為基礎。
- 部分樓層外牆範圍設有建築裝飾。
- 部分住宅單位的露台及 / 或平台及 / 或工作平台及 / 或冷氣機平台及 / 或外牆或附近設有外露之公用喉管。
- 部分住宅單位客廳、飯廳、睡房、浴室及開放式廚房天花有跌級樓板及 / 或假天花用以裝置冷氣系統及 / 或其他機電設備。
- 露台及工作平台為不可封閉地方。
- 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。

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- Symbols of fittings shown on the floor plans, such as bathtubs, sink, water closets, sink counter, etc., are architectural symbols retrieved from the latest approved general building plans for general indication only.

每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat					
		A	B	C	D	E	F
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	5 樓 - 12 樓, 15 樓 - 23 樓, 25 樓 - 26 樓	3150	3150	3150	3150	3150	3150
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	5/F-12/F, 15/F-23/F, 25/F-26/F	125 150	125 150	125 150	125 150	125 150 175	125 175
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	27 樓 27/F	3500 3150 2800	3500 3150 2800	3500 3150 3050 2800	3500 3150 2800	3150	3500 3150
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		125 150	125 150	125 150	125 150	125 150 175	125 175

二十八樓
28th Floor



- A/C PLATFORM

B.

B.R.

BAL.

BAL. ABOVE

C.D.

COVER OF BAL.

COVER OF U.P.

DIN.

E.M.C.

H.R.

LIV.

OPEN KIT.

P.D.

R.S. & M.R.

U.P.

U.P. ABOVE

W.M.C.
- = 大廈公契界定為公共
地方以供吊船維修管
道的空間

= 冷氣機平台

= 浴室

= 睡房

= 露台

= 上層為露台

= 電纜導管

= 露台上蓋

= 工作平台上蓋

= 飯廳

= 電錶櫃

= 消防喉轆

= 客廳

= 開放式廚房

= 管道

= 垃圾及物料回收房

= 工作平台

= 上層為工作平台

= 水錶櫃
- Common Areas Under Deed of Mutual
Covenant For Pipe Works Maintenance
Access By Gondola

Air-conditioner Platform

Bathroom

Bedroom

Balcony

Balcony above

Cable Duct

Cover of Balcony

Cover of Utility Platform

Dining Room

Electric Meter Cabinet

Hose Reel

Living Room

Open Kitchen

Pipe Duct

Refuse Storage & Material Recovery Room

Utility Platform

Utility Platform above

Water Meter Cabinet

比例尺 SCALE: 0m (米) 5m (米)

備註：

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

2. 平面圖所列之數字以毫米標示之建築結構呎吋，並以 2018 年 7 月 26 日經屋宇署批准的建築圖則為基礎。

3. 部分樓層外牆範圍設有建築裝飾。

4. 部分住宅單位的露台及 / 或平台及 / 或工作平台及 / 或冷氣機平台及 / 或外牆或附近設有外露之公用喉管。

5. 部分住宅單位客廳、飯廳、睡房、浴室及開放式廚房天花有跌級樓板及 / 或假天花用以裝置冷氣系統及 / 或其他機電設備。

6. 露台及工作平台為不可封閉地方。

7. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。

Notes:

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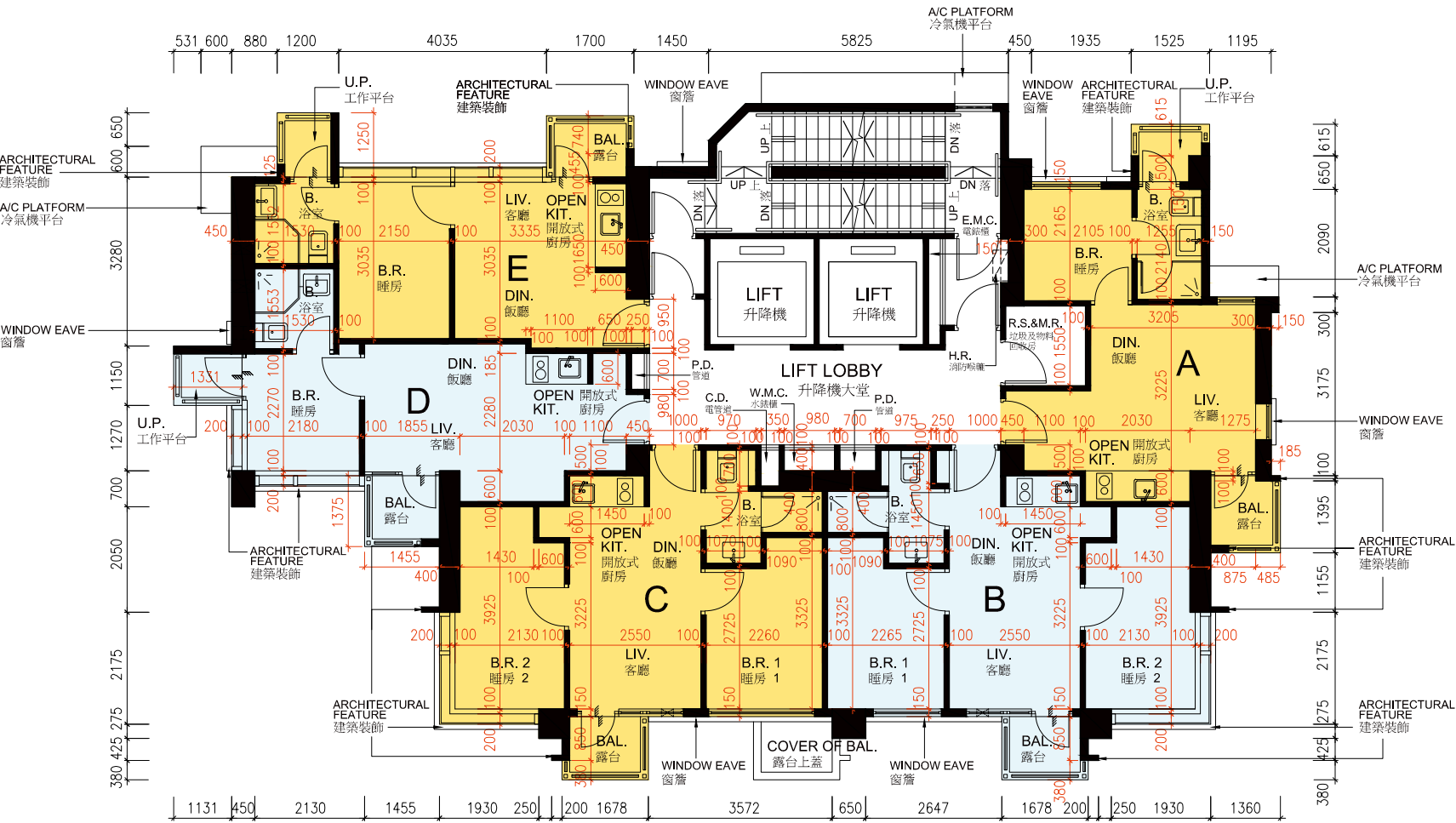
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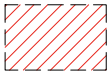
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每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat				
		A	B	C	D	E
層與層之間的高度（毫米） Floor-to-Floor Height (mm)	28 樓 28/F	3150	3150	3150	3150	3150
樓板（不包括灰泥）的厚度（毫米） Thickness of Floor Slab (excluding plaster) (mm)		125 150	125 150	125 150	125 150 175	125 175

二十九樓
29th Floor



- A/C PLATFORM

B.

B.R.

BAL.

BAL. ABOVE

C.D.

COVER OF BAL.

COVER OF U.P.

DIN.

E.M.C.

H.R.

LIV.

OPEN KIT.

P.D.

R.S. & M.R.

U.P.

U.P. ABOVE

W.M.C.

= 大廈公契界定為公共
地方以供吊船維修管
道的空間

= 冷氣機平台

= 浴室

= 睡房

= 露台

= 上層為露台

= 電纜導管

= 露台上蓋

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= 電錶櫃

= 消防喉轆

= 客廳

= 開放式廚房

= 管道

= 垃圾及物料回收房

= 工作平台

= 上層為工作平台

= 水錶櫃
- Common Areas Under Deed of Mutual
Covenant For Pipe Works Maintenance
Access By Gondola

Air-conditioner Platform

Bathroom

Bedroom

Balcony

Balcony above

Cable Duct

Cover of Balcony

Cover of Utility Platform

Dining Room

Electric Meter Cabinet

Hose Reel

Living Room

Open Kitchen

Pipe Duct

Refuse Storage & Material Recovery Room

Utility Platform

Utility Platform above

Water Meter Cabinet

比例尺 SCALE: 0m (米) 5m (米)

備註：

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

2. 平面圖所列之數字以毫米標示之建築結構呎吋，並以 2018 年 7 月 26 日經屋宇署批准的建築圖則為基礎。

3. 部分樓層外牆範圍設有建築裝飾。

4. 部分住宅單位的露台及 / 或平台及 / 或工作平台及 / 或冷氣機平台及 / 或外牆或附近設有外露之公用喉管。

5. 部分住宅單位客廳、飯廳、睡房、浴室及開放式廚房天花有跌級樓板及 / 或假天花用以裝置冷氣系統及 / 或其他機電設備。

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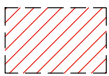
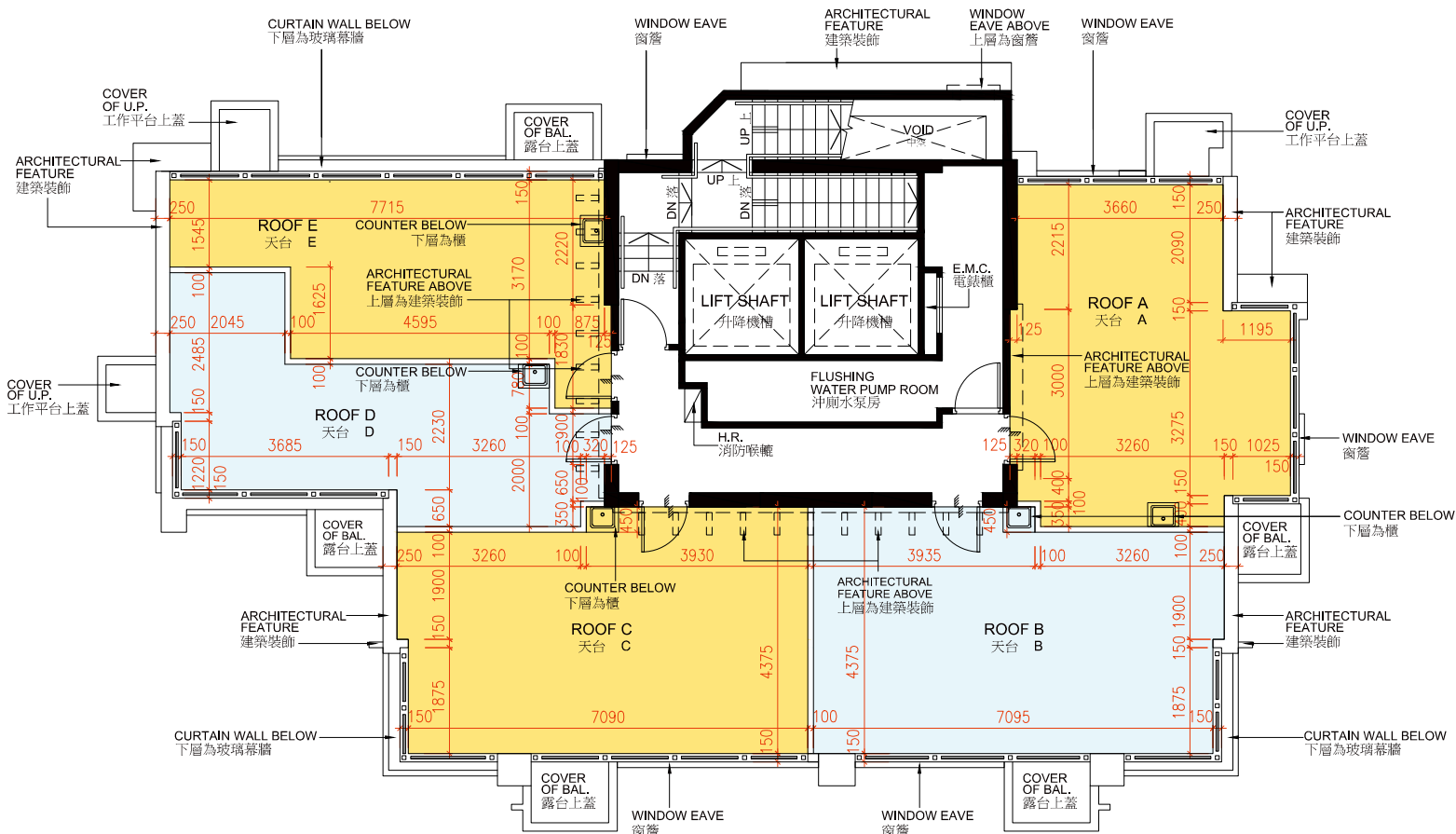
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每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat				
		A	B	C	D	E
層與層之間的高度（毫米） Floor-to-Floor Height (mm)	29 樓 29/F	3775	3850	3850	3850	3850
		3600	3600	3600	3600	3500
		3500	3500	3500	3500	
樓板（不包括灰泥）的厚度（毫米） Thickness of Floor Slab (excluding plaster) (mm)		125	125	125	125	125
		150	150	150	150	175

天台
Roof



- A/C PLATFORM

B.

B.R.

BAL.

BAL. ABOVE

C.D.

COVER OF BAL.

COVER OF U.P.

DIN.

E.M.C.

H.R.

LIV.

OPEN KIT.

P.D.

R.S. & M.R.

U.P.

U.P. ABOVE

W.M.C.
- = 大廈公契界定為公共地方以供吊船維修管道的空間

= 冷氣機平台

= 浴室

= 睡房

= 露台

= 上層為露台

= 電纜導管

= 露台上蓋

= 工作平台上蓋

= 飯廳

= 電錶櫃

= 消防喉轆

= 客廳

= 開放式廚房

= 管道

= 垃圾及物料回收房

= 工作平台

= 上層為工作平台

= 水錶櫃
- Common Areas Under Deed of Mutual Covenant For Pipe Works Maintenance Access By Gondola

Air-conditioner Platform

Bathroom

Bedroom

Balcony

Balcony above

Cable Duct

Cover of Balcony

Cover of Utility Platform

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Hose Reel

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Water Meter Cabinet

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- 備註：
1. 因住宅物業的較高樓層的結構牆的厚度遞減，較高層的內部面積，一般比較低層的內部面積稍大。

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3. 部分樓層外牆範圍設有建築裝飾。

4. 部分住宅單位的露台及 / 或平台及 / 或工作平台及 / 或冷氣機平台及 / 或外牆或附近設有外露之公用喉管。

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每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat				
		A	B	C	D	E
層與層之間的高度（毫米） Floor-to-Floor Height (mm)	天台 Roof	不適用 Not Applicable	不適用 Not Applicable	不適用 Not Applicable	不適用 Not Applicable	不適用 Not Applicable
樓板（不包括灰泥）的厚度（毫米） Thickness of Floor Slab (excluding plaster) (mm)		不適用 Not Applicable	不適用 Not Applicable	不適用 Not Applicable	不適用 Not Applicable	不適用 Not Applicable

物業的描述 Description of Residential Property		實用面積 (包括露台, 工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (Including Balcony, Utility Platform and Verandah, if any) sq. metre (sq. feet)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of Other Specified Items (Not included in the saleable area) sq. metre (sq. feet)									
樓層 Floor	單位 Flat		空調機房 Air-Conditioning Plant Room	窗台 Bay Window	閣樓 Cockloft	平台 Flat Roof	花園 Garden	停車位 Parking Space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
三樓 3/F	A	24.931 (268) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	24.006 (258)	-	-	-	-	-	-
	B	24.908 (268) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	5.667 (61)	-	-	-	-	-	-
	C	24.509 (264) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	2.944 (32)	-	-	-	-	-	-
	D	24.868 (268) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	13.604 (146)	-	-	-	-	-	-
	E	25.796 (278) 露台 Balcony: - 工作平台 Utility Platform: 1.5 (16)	-	-	-	8.017 (86)	-	-	-	-	-	-
	F	27.738 (299) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16)	-	-	-	-	-	-	-	-	-	-
五樓至十二樓、 十五樓至二十三樓、 二十五樓至二十七樓 5/F-12/F, 15/F-23/F, 25/F-27/F	A	28.730 (309) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16)	-	-	-	-	-	-	-	-	-	-
	B	26.609 (286) 露台 Balcony: 2 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
	C	26.509 (285) 露台 Balcony: 2 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
	D	26.633 (287) 露台 Balcony: 2 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
	E	27.740 (299) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16)	-	-	-	-	-	-	-	-	-	-
	F	27.738 (299) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16)	-	-	-	-	-	-	-	-	-	-

- 以平方米列出的面積以 1 平方米 = 10.764 平方呎換算至平方呎並以四捨五入至整數。
- 實用面積是按《一手住宅物業銷售條例》第 8 條計算。
- 露台、工作平台及陽台 (如有) 之樓面面積是按《一手住宅物業銷售條例》第 8 條計算。
- 其他指明項目的面積 (不包括在實用面積內) 是按《一手住宅物業銷售條例》附表 2 第 2 部計算。
- 發展項目住宅物業並無陽台。

- The areas in square metres have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
- The saleable area is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- The floor areas of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- The areas of other specific items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.
- There is no verandah in the residential properties in the Development.

AREA OF RESIDENTIAL PROPERTIES
IN THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台, 工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (Including Balcony, Utility Platform and Verandah, if any) sq. metre (sq. feet)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of Other Specified Items (Not included in the saleable area) sq. metre (sq. feet)									
樓層 Floor	單位 Flat		空調機房 Air-Conditioning Plant Room	窗台 Bay Window	閣樓 Cockloft	平台 Flat Roof	花園 Garden	停車位 Parking Space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
二十八樓 28/F	A	29.794 (321) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16)	-	-	-	-	-	-	-	-	-	-
	B	38.065 (410) 露台 Balcony: 2 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
	C	37.557 (404) 露台 Balcony: 2 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
	D	28.804 (310) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16)	-	-	-	-	-	-	-	-	-	-
	E	27.738 (299) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16)	-	-	-	-	-	-	-	-	-	-
二十九樓 29/F	A	29.794 (321) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16)	-	-	-	-	-	-	26.044 (280)	-	-	-
	B	38.065 (410) 露台 Balcony: 2 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	29.742 (320)	-	-	-
	C	37.557 (404) 露台 Balcony: 2 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	29.720 (320)	-	-	-
	D	28.804 (310) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16)	-	-	-	-	-	-	21.477 (231)	-	-	-
	E	27.738 (299) 露台 Balcony: 2 (22) 工作平台 Utility Platform: 1.5 (16)	-	-	-	-	-	-	21.736 (234)	-	-	-

- 以平方米列出的面積以 1 平方米 = 10.764 平方呎換算至平方呎並以四捨五入至整數。
- 實用面積是按《一手住宅物業銷售條例》第 8 條計算。
- 露台、工作平台及陽台 (如有) 之樓面面積是按《一手住宅物業銷售條例》第 8 條計算。
- 其他指明項目的面積 (不包括在實用面積內) 是按《一手住宅物業銷售條例》附表 2 第 2 部計算。
- 發展項目住宅物業並無陽台。

- The areas in square metres have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
- The saleable area is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- The floor areas of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- The areas of other specific items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.
- There is no verandah in the residential properties in the Development.

地下平面圖
Ground Floor Plan

樓層 Floor	數量 Number	闊 x 長 (米) Width x Length (m)	每個車位面積 (平方米) Area Per Each Space (sq.m.)	
訪客停車位 Visitors' Parking Space:				
G/F	1	(No.P1)	2.5 x 5	12.5
暢通易達停車位 Accessible Parking Space:				
G/F	1	(No.P2)	3.5 x 5	17.5
電單車停車位 Motorcycle Parking Space:				
G/F	1	(No. M1)	1 x 2.4	2.4
上落貨車位 Loading/ Unloading Space:				
G/F	1	(No. L/ UL01)	7 x 3.5	24.5

比例尺 SCALE: 0m (米) 5m (米)

1. 在簽署臨時買賣合約（「該臨時合約」）時須支付款額為售價的 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（即市區重建局）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：－
 - (i) 該臨時合約即告終止；
 - (ii) 有關的臨時訂金即予沒收；及
 - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

1. A preliminary deposit of 5% of the purchase price 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 (i.e. Urban Renewal Authority), 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:-
 - (i) that Preliminary Agreement is terminated;
 - (ii) the preliminary deposit is forfeited; and
 - (iii) the owner does not have any further claim against the purchaser for the failure.

1. 發展項目的公用部分

發展項目的公契及管理協議（「公契」）訂明下列公用地方及公用設施：

(A) 「公用地方」指發展項目公用地方、住宅公用地方及於任何附屬公契中限定作為公用地方的發展項目部份地方。

「發展項目公用地方」指公契所夾附之地下樓面平面圖、一樓樓面平面圖、二樓樓面平面圖、三樓樓面平面圖、五至二十七樓樓面平面圖、二十八樓樓面平面圖、二十九樓樓面平面圖、天台樓面平面圖、上層天台樓面平面圖及建築物立面圖並經認可人士或其代表核證準確以黃色顯示而擬供各單位的業主及佔用人共用與共享的發展項目部份，其中包括但不限於某些入口、出口、通道、樓梯、楷梯及斜路、行車通道、上落貨車位、訪客車位、暢通易達車位、一樓電梯大堂、變壓器傳送通道、垃圾存放及物料回收室、雨水循環機房、直立電纜槽房、消防控制中心、消防入水掣、電話管槽、水錶櫃、燃氣直立喉管、電力變壓房、電掣房、花灑水缸、花灑及消防泵房、消防水缸、食水及沖廁水泵房、食水泵房、沖廁水泵房、機電工程維修鋼製平台、傳輸控制室、智能電視掣櫃房、安裝衛星天線和 / 或電視天線的區域、緊急發電機機房、業主立案法團辦公室、發展項目標誌及標識、二樓平台、上層天台及發展項目某些外牆及幕牆（但為免存疑不包括構成商業樓宇一部份的幕牆及構成住宅樓宇一部份的外牆及幕牆），以及供單位業主及佔用人及彼等之訪客共享而非個別單位業主或佔用人或其訪客專用或專享的發展項目其他部份，但不包括住宅公用地方，亦不包括個別業主享有專屬權與特權持有、使用、佔用和享用的任何部份、範圍、地方或設施。此外，在適當情況下，如 (a) 發展項目任何部份符合《建築物管理條例》（香港法例第 344 章）（「該條例」）第 2 條中「公用部份」第 (a) 段的釋義及 / 或 (b) 發展項目任何部份乃該條例附表一訂明而符合該條例第 2 條中「公用部份」第 (b) 段的釋義，且此等部份將供所有發展項目單位業主共用及共享，則應視作屬於發展項目公用地方一部份。

「住宅公用地方」指公契所夾附地下樓面平面圖、一樓樓面平面圖、二樓樓面平面圖、三樓樓面平面圖、五至二十七樓樓面平面圖、二十八樓樓面平面圖、二十九樓樓面平面圖、天台樓面平面圖、上層天台樓面平面圖及建築物立面圖並經認可人士或其代表核證準確以綠色及綠色間黑色交叉線顯示而擬供各住宅單位業主及佔用人共用與共享的發展項目部份（不論在住宅樓宇的內或外），其中包括但不限於會所、花槽、各層電梯大堂（一樓除外）、升降機井坑、升降機槽、樓梯、出口、斜路、住宅樓宇外牆及護牆（但不包括面向住宅單位的該等牆身的內部表面以及構成住宅單位一部份的露台、工作平台及平台的玻璃及其金屬護牆 / 欄杆 / 圍欄）、住宅樓宇的幕牆、地下入口大堂、裝飾突鰭和建築特色、住宅樓宇的管道、升降機房、食水天台水缸、電訊及廣播設備室（住宅）、住宅單位冷氣機平台、二樓及三樓的平台（除明確納入住宅單位轉讓契內）以及供住宅單位業主及佔用人及彼等之訪客共享而非個別住宅單位業主或佔用人或其訪客專用或專享的發展項目其他部份，但不包括發展項目公用地方，亦不包括個別業主享有專屬權與特權持有、使用、佔用和享用的任何部份、範圍、地方或設施。此外，在適當情況下，如 (a) 發展項目任何部份符合該條例第 2 條中「公用部份」第 (a) 段的釋義及 / 或 (b) 發展項目任何部份乃該條例附表一訂明而符合該條例第 2 條中「公用部份」第 (b) 段的釋義，且此等部份將供住宅單位業主共用及共享，則應視作屬於「住宅公用地方」一部份。

(B) 「公用設施」指發展項目公用設施、住宅公用設施及於任何附屬公契內指定的發展項目公用裝置及設施。

「發展項目公用設施」指裝設供發展項目業主及佔用人和其訪客共用與共享而非個別業主或佔用人或其訪客專用或專享之所有發展項目裝置及設施，包括但不限於：

- (a) 現時或於任何時間位於該土地及 / 或發展項目內、下、上或跨越其上而為發展項目供應食水、污水排放、氣體、電力及任何其他服務的污水管、排水渠、水道、水管、溝渠、井（如有）、天線、電線、電纜及電訊設備，以及其他任何鋪管或非鋪管服務設施；
- (b) 消防控制中心、消防入水掣、電力變壓房、電掣房、花灑水缸、花灑及消防泵房、消防水缸、傳輸控制室、食水及沖廁水泵房、食水泵房、沖廁水泵房、緊急發電機機房及發展項目中共用與共享的設施和設備；
- (c) 鐵閘、圍欄、通風窗、照明、吊船及發展項目公用地方的機械通風或空調（如有）；
- (d) 垃圾收集設備及設施；及

(e) 污水減排措施

但不包括住宅公用設施，亦不包括個別業主享有專屬權與特權持有、使用、佔用及享用之任何部份、範圍、地方或設施。

「住宅公用設施」指裝設供住宅單位業主及佔用人和其訪客共用與共享而非個別住宅單位業主或佔用人及彼等之訪客專用或專享的所有發展項目裝置及設施（不論是否位於住宅樓宇內或外），包括：

- (a) 住宅公用地方的照明裝置、防墮環首螺栓、冷氣及機械通風系統（如有者）；
- (b) 會所；
- (c) 電視及電台天線、保安系統；
- (d) 升降機槽；及
- (e) 安裝供住宅單位業主、佔用人或訪客共用與共享而非個別住宅單位專用或專享的任何其他設施與設備

但不包括發展項目公用設施，亦不包括個別業主享有專屬權與特權持有、使用、佔用及享用之任何部份、範圍、地方或設施。

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

每個住宅物業的不分割份數的數目分配請參閱本節下文「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

發展項目的管理人首屆任期由簽訂公契日期起計兩年，其後按年續任直至根據公契的條款終止為止。

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) 每名住宅物業的擁有人應攤付發展項目公用地方及發展項目公用設施的管理預算案開支，攤付比例為其所持住宅物業的管理份數佔發展項目管理份數總額的比例；及
- (b) 每名住宅物業的擁有人應攤付住宅公用地方及住宅公用設施的管理預算案開支，攤付比例為其所持住宅物業的管理份數佔住宅樓宇管理份數總額的比例。
- (c) 每個住宅物業的管理份數的數目分配請參閱本節下文「管理份數的分配表」。

5. 計算管理費按金的基準

相等於單位首年管理預算案應付的二 (2) 個月管理費作為保證金，該保證金不可退還，但可轉讓。

6. 擁有人在發展項目中保留作自用的範圍：

不適用

備註：

- 1. 公契擬稿中界定的文字及詞語除非在售樓說明書中重新定義或明確說明，否則在本摘要內使用時具有相同的含義。
- 2. 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獲取複印本。

不分割份數的分配表

樓層	單位	不分割份數
三樓	A	26
	B	24
	C	24
	D	25
	E	25
	F	27
五樓至十二樓， 十五樓至二十三樓， 二十五樓至二十七樓	A	28/ 每個單位
	B	26/ 每個單位
	C	26/ 每個單位
	D	26/ 每個單位
	E	27/ 每個單位
	F	27/ 每個單位
二十八樓	A	29
	B	38
	C	37
	D	28
	E	27
二十九樓	A	31
	B	40
	C	39
	D	30
	E	29

備註：
不設 4 樓，13 樓，14 樓及 24 樓

管理份數的分配表

樓層	單位	管理份數
三樓	A	26
	B	24
	C	24
	D	25
	E	25
	F	27
五樓至十二樓， 十五樓至二十三樓， 二十五樓至二十七樓	A	28/ 每個單位
	B	26/ 每個單位
	C	26/ 每個單位
	D	26/ 每個單位
	E	27/ 每個單位
	F	27/ 每個單位
二十八樓	A	29
	B	38
	C	37
	D	28
	E	27
二十九樓	A	31
	B	40
	C	39
	D	30
	E	29

備註：
不設 4 樓，13 樓，14 樓及 24 樓

1. The common parts of the Development

The Deed of Mutual Covenant and Management Agreement in respect of the Development (the “DMC”) provides for the following Common Areas and Common Facilities:-

- (A) “Common Areas” means the Development Common Areas, the Residential Common Areas and all those parts of the Development designated as common areas in any Sub-Deed of Mutual Covenant.

“Development Common Areas” means those parts of the Development as shown on the Ground Floor Plan, the 1st Floor Plan, the 2nd Floor Plan, the 3rd Floor Plan, the 5th-27th Floors Plan, the 28th Floor Plan, the 29th Floor Plan, the Roof Floor Plan, the Upper Roof Plan and the Elevation Plans annexed to the DMC and certified as to the accuracy thereof by or on behalf of the Authorized Person and thereon coloured yellow and intended for the common use and benefit of the Owners and Occupiers of the Units including, but not limited to, certain entrances, exits, passageways, stairways, staircases and ramps, driveways, loading and unloading space, the Visitors’ Parking Space, the Accessible Parking Space, lift lobby on the 1st Floor, hoistway for delivery of transformer, refuse storage and material recovery chamber, rain water recycling plant room, cable riser duct room, F.S. Control Centre, F.S. sprinkler inlet, telephone duct, water meter cabinet, town gas riser duct, transformer room, LV switch room, sprinkler water tank, sprinkler and F.S. pump room, F.S. water tank, potable water & flushing water pump room, potable water pump room, flushing water pump room, E/M maintenance steel platform, TX room, SMTV cabinet room, areas for installation of satellite dishes and/or TV antennae, emergency generator room, owners’ corporation office, development signage and logo, flat roof on the 2nd Floor and the Upper Roof and certain external walls and Curtain Wall of the Development (but excluding, for the avoidance of doubt, the Curtain Wall forming part of the Commercial Accommodation and external walls and Curtain Wall forming part of the Residential Accommodation) and any other parts or spaces on or in the Land and the Development for the common benefit of the Owners and Occupiers of the Units and their visitors and not for the exclusive use or benefit of the Owner or Occupier of any individual Unit or his visitors EXCLUDING the Residential Common Areas and EXCLUDING any part, space, area or facility the exclusive right and privilege to hold use, occupy and enjoy the same that belongs to any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in Section 2 of the Building Management Ordinance (Cap.344) (“the Ordinance”) and/or (b) any parts specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “common parts” set out in Section 2 of the Ordinance, are also for the common use and benefit of all the Owners of the Units, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas.

“Residential Common Areas” means those parts of the Development (whether within or outside the Residential Accommodation) as shown on the Ground Floor Plan, the 1st Floor Plan, the 2nd Floor Plan, the 3rd Floor Plan, the 5th-27th Floors Plan, the 28th Floor Plan, the 29th Floor Plan, the Roof Floor Plan, the Upper Roof Plan and the Elevation Plans annexed to the DMC and certified as to the accuracy thereof by or on behalf of the Authorized Person and thereon coloured green and green cross hatched black and intended for the common use and benefit of the Owners and Occupiers of the Residential Units including, but not limited to, the Club House, planters, lift lobbies on all floors (except the 1st Floor), lift pits, lift shafts, staircases, exits, ramps, the external walls and parapet walls of the Residential Accommodation (but excluding the interior surface of such walls facing the Residential Units and the glass and metal parapets/balustrade/fences of the Balcony, the Utility Platform and the Flat Roof which form parts of the Residential Units), the Curtain Wall of the Residential Accommodation, the entrance lobby on the Ground Floor, the architectural fins and features, pipes serving the Residential Accommodation, lift machine room, fresh water roof tank, TBE room (Residential), the A/C Platforms of the Residential Units, flat roof on the 2nd Floor and the 3rd Floor (unless otherwise specifically included in an assignment of a Residential Unit) and any other parts or spaces on or in the Land and the Development for the common use and benefit of the Owners and Occupiers of the Residential Units and their visitors and not for the exclusive use or benefit of the Owner or Occupier of any individual Residential Unit or his visitors EXCLUDING the Development Common Areas and EXCLUDING any part, space, area or facility the exclusive right and privilege to hold use, occupy and enjoy the same that belongs to any particular Owner PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in Section 2 of the Ordinance and/or (b) any parts specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “common parts” set out in Section 2 of the Ordinance, are also for the common use and benefit of all the Owners of the Residential Units, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas.

- (B) “Common Facilities” means the Development Common Facilities, the Residential Common Facilities and such of the installations and facilities of the Development designated as common facilities in any Sub-Deed of Mutual Covenant.

“Development Common Facilities” means all those installations and facilities of the Development installed for the common use and benefit of the Owners and Occupiers of the Development and their visitors and not for exclusive use or benefit of any particular Owner or Occupier or his visitor including but not limited to:-

- (a) such of the sewers, drains, water courses, pipes, gutters, wells (if any), aerials, wires and cables, telecommunications and other services facilities, whether ducted or otherwise which are or at any time may be in, under or over or passing through the Land and/or the Development, through which water, sewage, gas, electricity and any other services are supplied to the Development;
- (b) F.S. Control Centre, F.S. sprinkler inlet, transformer room, LV switch room, sprinkler water tank, sprinkler & F.S. pump room, F.S. water tank, TX room, potable water & flushing water pump room, potable water pump room, flushing water pump room, emergency generator room, and the facilities and equipment therein for the common use and benefit of the Development;
- (c) metal gates, features and fences, louvres, lighting, gondola and mechanical ventilation/air-conditioning (if any) for the Development Common Areas;
- (d) refuse collection equipment and facilities; and
- (e) Sewerage Impact Mitigation Measures

EXCLUDING the Residential Common Facilities and EXCLUDING any part, space, area or facility the exclusive right and privilege to hold use occupy and enjoy the same belongs to any particular Owner.

“Residential Common Facilities” means all those installations and facilities of the Development (whether within or outside the Residential Accommodation) used in common by or installed for the common use and benefit of the Owners and Occupiers of the Residential Units and their visitors and not for the exclusive use or benefit of the Owner or Occupier of any individual Residential Unit or his visitors and include:-

- (a) lighting, fall arrest eye bolts, air-conditioning and mechanical ventilation (if any) for the Residential Common Areas;
- (b) the Club House;
- (c) television and wireless aerials, security system;
- (d) the lift shafts; and
- (e) any other facilities and equipment installed for the common use and benefit of any of the Owners, Occupiers or visitors of the Residential Units and not for the use and benefit of a particular Residential Unit

EXCLUDING the Development Common Facilities and EXCLUDING any part, space, area or facility the exclusive right and privilege to hold use occupy and enjoy the same belongs to any particular Owner.

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

The manager for the Development shall be appointed for an initial term of two (2) years commencing from the date of the DMC and shall thereafter continue until and unless the appointment of the manager is terminated in accordance with the provisions of 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 residential property in the Development shall contribute to the expenses of the management budget for the Development Common Areas and Development Common Facilities in the proportion that the management shares attributable to his residential property bears to the total management shares for the Development; and
- (b) Each owner of a residential property shall contribute to the expenses of the management budget for the Residential Common Areas and Residential Common Facilities in the proportion that the management shares attributable to his residential property bears to the total management shares allocated to all residential properties in the Development.
- (c) Please refer to the “Table of Allocation of Management Shares” in this section below for the number of management shares assigned to each residential property.

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

A sum as security equivalent to two (2) months’ first year’s budgeted Management Charges payable in respect of a Unit and such security amount shall be non-refundable but transferrable.

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

Not applicable

Notes:

- 1. Unless otherwise defined in the sales brochure, capitalized terms used in the above shall have the same meaning of such terms in the draft DMC.
- 2. 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	Flat	Undivided Shares
3/F	A	26
	B	24
	C	24
	D	25
	E	25
	F	27
5/F – 12/F, 15/F – 23/F, 25/F – 27/F	A	28 each
	B	26 each
	C	26 each
	D	26 each
	E	27 each
	F	27 each
28/F	A	29
	B	38
	C	37
	D	28
	E	27
29/F	A	31
	B	40
	C	39
	D	30
	E	29

Note:
Floor numberings of 4/F, 13/F, 14/F and 24/F are omitted

Table of Allocation of Management Shares

Floor	Flat	Management Shares
3/F	A	26
	B	24
	C	24
	D	25
	E	25
	F	27
5/F – 12/F, 15/F – 23/F, 25/F – 27/F	A	28 each
	B	26 each
	C	26 each
	D	26 each
	E	27 each
	F	27 each
28/F	A	29
	B	38
	C	37
	D	28
	E	27
29/F	A	31
	B	40
	C	39
	D	30
	E	29

Note:
Floor numberings of 4/F, 13/F, 14/F and 24/F are omitted

1. 發展項目建於新九龍內地段第 6538 號 (「該地段」) 之餘段，於 2015 年 5 月 26 日根據第 20251 號批地條件 (「批地文件」) 批出。

2. 該地段批出的年期為由 2015 年 5 月 26 日起計 50 年。

3. 批地文件特別條件第 (5) 條規定：

- 「(a) 在本特別條件第 (b) 分條的規限下，該地段或其任何部分或任何已建或擬建的建築物除作非工業 (不包括貨倉、酒店及加油站) 用途之外，不得作任何其他用途。
- (b) 建於該地段的任何建築物或任何已建或擬建的建築物的部分，除作以下用途外，不得作任何其他用途：
- (i) 就最低三層而言，只可作為非工業 (不包括貨倉、酒店及加油站) 用途，為免生疑問，地庫樓層 (如有搭建)，不論該樓層的大小或樓面面積，就此特別條件而言均計算作一層，而任何地庫樓層的用途將進一步受本特別條件第 (b)(iii) 分條限制；
- (ii) 就其餘層數而言 (如有多於三層地庫樓層，即不包括任何在最低三層之上的任何地庫樓層 (如有搭建))，只可作為私人住宅用途；及
- (iii) 就任何地庫樓層 (如有搭建) 而言，不論為最低三層之一或在最低三層之上的地庫樓層，只可作為非工業 (不包括住宅、貨倉、酒店及加油站) 用途。
- ……」

4. 批地文件一般條件第 (6) 條規定：

- 「(a) 承批人須在整個租期期間按本批地文件對已建或重建建築物 (該詞指本一般條件第 (b) 分條預期的重新發展) 根據批地文件的條款：
- (i) 按經批准的設計、規劃及任何經批准建築圖則保養一切建築物，不得對其作出修訂或更改；及
- (ii) 保養按本批地條件已建或今後按任何修訂合同所搭建的一切建築物，使其處於妥當及良好的修繕及保養狀態，並處於該修繕及保養狀態至租約結束或提前終止交還為止。
- (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，承批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地政總署署長 (「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，承批人須在上述清拆的一個曆月內向署長申請同意進行重新發展該地段的建築工程。當收到上述同意後必須在三個曆月內開展重新發展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) 承批人確認知悉在本協議之日，該地段存有若干建築物及構築物 (除了現有本特別條件第 (b) 分條中定義為「侵佔物」者) (位於該地段內的部分以下簡稱為「現有建築物和構築物」)，且部分建築物及構築物侵佔、伸出、突出至附近政府土地和於土地註冊處註冊為新九龍內地段 520 號 B 分段 (以下簡稱為「第一相連地段」) (該部分以下統稱為「延伸結構」)。承批人須在特別條件第 (4) 條的指定日期之前自費清拆及自該地段移除現有建築物和構築物及延伸結構，以達致署長滿意。因現有建築物和構築物及延伸結構之使用、存在或其之後的清拆及移除而對承批人所造成或承批人蒙受的損失、損害、滋擾或干擾，政府概不承擔任何責任。承批人須就所有直接或間接由現有建築物和構築物及延伸結構之使用、存在或其之後的清拆及移除工程引起或與之有關的一切法律責任、損失、損害、申索、花費、費用、收費、索求、訴訟或其他程序對政府作出彌償及確保其獲得彌償。

- (b) (i) 在不損害本特別條件第 (a) 分條的概括性的情況下，承批人確認知悉截止本協議之日，若干管道從於土地註冊處註冊為新九龍內地段 2769 號 (以下簡稱為「第二相連地段」) 的土地上的建築物伸出至該地段上 (該等管道以下簡稱為「侵佔物」)；且第一相連地段上的建築物的若干管道及構築物亦附加在現有建築物和構築物之上 (該等管道和構築物以下統稱為「附加結構」)，而該地段是在存有侵佔物和附加結構的情況下批出。政府不會就侵佔物、附加結構或其任何部分的狀況、狀態或安全性，或就侵佔物和附加結構是否根據《建築物條例》、其下的任何規例及任何修訂法例建成、安裝以致一直存在，或就侵佔物和附加結構會否被拆除、移除或糾正，或就附加結構是否有支撐物地役權或類似權利作出任何明示或隱含的保證。

- (ii) 承批人必須允許署長和其人員，承辦商、代理人及任何獲署長授權的人士，及第一相連地段的擁有人和其承辦商、代理人及任何獲第一相連地段的擁有人授權的人士，在任何合理時間內，不論是否備有工具、設備、機械或機器，可自由進出、往返和隨時來回及通過該地段或其任何部分，在附加結構存續期間，以便視察、檢查、維持、保養、維修、清潔或清拆和移除附加結構。

- (iii) 承批人必須允許署長和其人員，承辦商、代理人及任何獲署長授權的人士，及第二相連地段的擁有人和其承辦商、代理人及任何獲第二相連地段的擁有人授權的人士，在任何合理時間內，不論是否備有工具、設備、機械或機器，可自由進出、往返和隨時來回及通過該地段或其任何部分，在侵佔物存續期間，以便視察、檢查、維持、保養、維修、清潔或清拆和移除侵佔物。

- (iv) 政府就 (I) 侵佔物或附加結構，或 (II) 侵佔物或附加結構的存在、維修、修理、使用、移除或拆除，或 (III) 政府、第一相連地段或第二相連地段的擁有人或其分別的承辦商、代理人及任何獲其授權的人士根據本特別條件之 (b)(ii) 與 (b)(iii) 分條行使其權利；或 (IV) 承批人或任何其他人士就上文所述對第一相連地段或第二相連地段的擁有人、佔用人或任何其他人士採取的步驟、訴訟或行動，對承批人或任何其他人士所造成的損失、損害、滋擾或干擾並無任何責任或義務。承批人不得就任何損失、損害、滋擾或干擾對署長和其人員，承辦商、代理人及任何獲署長授權的人士提出申索。

- (v) 承批人須就 (I) 侵佔物或附加結構的存在、維修、修理、使用、移除或拆除；及 (II) 政府、第一相連地段或第二相連地段的擁有人或其分別的承辦商、代理人及任何獲其授權的人士根據本特別條件 (b)(ii) 與 (b)(iii) 分條行使其權利所引致的直接或間接或與之有關之一切法律責任、損失、損害、申索、花費、費用、收費、索求、訴訟或其他程序對政府作出彌償及確保其獲得彌償。

- (c) 為免存疑問，侵佔物和附加結構的存在及該地段是在有侵佔物和附加結構的存在下批出的事實，將不會以任何方式解除、釋放、減免或改變承批人在本批地條款下的責任，或以任何方式影響或損害政府對於承批人違反、不遵守、不遵從或不履行本批地條款下的責任而擁有的權利或補償。」

6. 批地文件特別條件第 (4) 條規定：

「承批人須在各方面符合本批地條件及所有在香港已生效或可能在任何時候生效與建築、衛生和規劃有關的條例、附則和規例搭建建築物以發展該地段，該等建築物需於 2019 年 12 月 31 日前建成並適合被佔用。」

7. 批地文件特別條件第 (6) 條規定：

「未經署長書面同意之前，承批人不得移除或干擾於該地段或毗鄰地方生長的樹木。署長給予同意時可以對移植、代償性環境美化或補種施加其認為合適的條件。」

8. 批地文件特別條件第 (7) 條規定：

「承批人須自費在該地段 (特別條件第 (9) 條所定義的粉紅色加藍斜線範圍除外) 及平台 (如有) 沒有建築物的任何部分，作美化及種植樹木和灌木，並維護和保養該處安全、清潔、整齊、井然及健康的狀態，以達致署長滿意。」

9. 批地文件特別條件第 (9) 條規定：

- 「(a) 不可在本批地條件夾附的圖則上以粉紅色加藍斜線顯示的範圍 (「粉紅色加藍斜線範圍」) (見下文備註 1) 內、上方、下方或該部分地段內種植樹木或栽種灌木及不可豎立或興建或放置建築物或構築物或任何建築物或構築物的支撐 (本特別條件第 (c)(i)(II) 分條所定義的構築物除外)。

- (b) 除本特別條件第 (c)(i) 分條規定外，任何性質的物品或材料如可能阻礙粉紅色加藍斜線範圍的自由進入和通行，均不得被放置於粉紅色加藍斜線範圍內。當署長認為（其意見為最終且對承批人有約束力）有任何物品或材料可能阻礙粉紅色加藍斜線範圍的自由進入和通行，署長有權利發出書面通知要求承批人在他指定的時限內自費移除或拆除該等物品或材料，並且修復粉紅色加藍斜線範圍，以在各方面達致署長滿意。
- (c) 承批人須：
- (i) 於特別條件第（4）條所規定的日期或之前（或署長可批准的其他延長時限內）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，以全面使署長滿意：
- (I) 鋪設及塑造粉紅色加藍斜線範圍；及
- (II) 按署長自行酌情認為需要，於粉紅色加藍斜線範圍內提供及建造行人通道連同溝渠、行人路、污水渠、排水渠或其他指定構築物（以下簡稱「構築物」）
- 使粉紅色加藍斜線範圍可容納行人交通；
- (ii) 自費保養粉紅色加藍斜線範圍連同構築物（除了按本特別條件第 (g) 分條交還給政府的範圍），全面使署長滿意，直至按本特別條件第 (g) 分條指定交還粉紅色加藍斜線範圍的管有權予政府為止。
- (d) 倘若承批人未能履行本特別條件第 (c) 分條規定他的責任，或承批人未能或疏於履行、遵守、遵從或符合本特別條件第 (b) 分條規定的給他的通知，政府可由進行必要的工程，惟費用由承批人支付，就此承批人須在要求時向政府支付相等於該工程費用的款項，數額由署長釐定。署長的決定是最終決定並對承批人有約束力。
- (e) 承批人在按本特別條件第（g）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、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的出入及再通行過該地段，以便視察、檢查及監管按本特別條件第（b）分條及第（c）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）分條及第（d）分條下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) 就任何對承批人或其他人士所造成或承批人或其他人士蒙受的損失、破壞、滋擾或干擾，不論是因承批人履行他在本特別條件的責任或政府、署長、他的官員、承建商及他授權的任何其他人士按本特別條件第 (d) 和 (e) 分條或其他規定行使權利所引起或隨之而來，政府、署長、他的官員、承建商及他授權的任何其他人士概不承擔任何責任。承批人不能就上述損失、損害、滋擾或干擾向政府、署長、他的官員、承建商及他授權的任何其他人士要求補償或提出申索。
- (g) 承批人需要須在署長要求的任何時候自費交還與移交並無產權負擔的粉紅色加藍斜線範圍或其中任何部分連同署長自行酌情認為需要的構築物的空置管有權給政府，且政府毋須支付任何代價、付款或補償給承批人，但是政府沒有責任應承批人的要求接收粉紅色加藍斜線範圍或其中任何部分的交回，只會在政府認為合適時收回。為此目的，承批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。
- (h) 即使特別條件第 (15) 條另有規定，在按本特別條件第 (g) 分條交回整個粉紅色加藍斜線範圍給政府之前，承批人不得轉讓、按揭、抵押、轉租、分租、放棄管有或以其他方式作出產權處置或設定產權負擔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部分或訂立的任何協議作出上述事宜，除非及直至承批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 (h) 分條不適用於按特別條件第 (15)(d) 條規定對該地段作出的建築按揭。在上述分割之前，承批人須自費提交分割文件給署長作書面審批。
- (i) 即使特別條件第 (15) 條另有規定，承批人不得轉讓、按揭、抵押、轉租、分租、放棄管有或以其他方式作出產權處置粉紅色加藍斜線範圍或其中任何部分或其中任何權益或設定產權負擔或訂立任何協議作出上述事宜，但是本第 (i) 分條不適用於按本特別條件規定交還與分割粉紅色加藍斜線範圍給政府及按特別條件第 (15)(d) 條規定對該地段作出的建築按揭。
- (j) 粉紅色加藍斜線範圍或其中任何部分不得被用作任何用途，除了作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。貨物及車輛不得在粉紅色加藍斜線範圍或其中任何部分儲存或停泊。
- (k) 在按本特別條件第 (c)(i) 分條完成工程使署長滿意之後和按本特別條件第 (g) 分條交回整個粉紅色加藍斜線範圍給政府之前，承批人須准許所有公眾人士為了一切合法目的在任何時候免費及暢通無阻地，步行或乘輪椅進出、通行、再通行及往來粉紅色加藍斜線範圍內的行人通道。
- (l) 政府對承批人履行他在本特別條件第 (k) 分條的責任所產生或附帶造成承批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。承批人不能就上述損失、損害、滋擾或干擾向政府、署長及他授權的官員要求補償或作出申索。
- (m) 本特別條款特此明文協定、宣佈及規定，本特別條件第 (k) 分條對承批人施加義務的同時，承批人並無意圖撥出而政府亦沒有同意承批人撥出粉紅色加藍斜線範圍或其中任何部分給公眾作通道使用。
- (n) (i) 在此明文同意與聲明本特別條件第 (k) 分條所載承批人的責任不得被視為引致期待或要求按建築物（規劃）規例第 22(1) 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率的任何優惠或權利。為免存疑，承批人明文放棄按建築物（規劃）規例第 22(1) 條和任何修訂或代替規例或其他規定獲取額外上蓋面積或地積比率的任何優惠或權利以及一切相關索求。
- (ii) 在此進一步明文同意與聲明本特別條件第 (g) 分條所載承批人的責任不得被視為引致期待或要求按建築物（規劃）規例第 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率的任何優惠或權利。為免存疑，承批人明文放棄按建築物（規劃）規例第 22(2) 條和任何修訂或代替規例或其他規定獲取額外上蓋面積或地積比率的任何優惠或權利以及一切相關索求。
- (o) 承批人同意及接受在按本特別條件第 (g) 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，承批人在開發或重新開發該地段或其中任何部分時未必能獲得本批地文件特別條件第 (8)(c) 及 (8)(d) 條分別規定的最大總樓面面積。政府對此沒有責任和承批人不能對未能獲得本批地文件特別條件第 (8)(c) 及 (8)(d) 條分別規定的最大總樓面面積向政府要求索償或退還地價或支付任何性質的費用或其他要求。
- (p) 對於承批人、其僱員、工人及承辦商因履行本特別條件或因粉紅色加藍斜線範圍相關事宜直接或間接引起或導致的一切法律責任、訴訟、程序、費用、申索、開支、損失、損害賠償、收費及要求，承批人須向政府作出彌償並確保其獲得彌償。」

10. 批地文件特別條件第 (11) 條規定：

- 「(a) 經署長書面批准，承批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「該等設施」），「該等設施」的類型、大小、設計、高度及規劃亦須預先取得署長的書面批准。
- (b) 在計算特別條件第 (8)(c) 及 (8)(d) 指定的總樓面面積時，在不抵觸特別條件第 (32)(d) 條規定下，按本特別條件第 (a) 分條在該地段內提供的該等設施之任何部分，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，而該等設施的餘下部分若署長認為並非作上述用途，則須列入計算。
- (c) 倘若該等設施任何部分根據本特別條件第 (b) 分條被豁免列入計算入總樓面面積（以下簡稱「獲豁免設施」）：
- (i) 獲豁免設施須被指定為並構成特別條件第 (17)(a)(v) 條提及的公用地方；
- (ii) 承批人須自費保養獲豁免設施，使其處於修繕妥當的狀態，並運作豁免設施，以達致署長滿意；及
- (iii) 獲豁免設施僅供該地段上已建或擬建的一或多幢住宅大廈的住戶和他們的真正訪客使用，其他人士一概不得使用。」

11. 批地文件特別條件第 (20) 條規定：

- 「(a) 承批人必須在該地段提供以下車位，以達致署長滿意：
- (i) 一個 2.5 米闊、5.0 米長，及通行高度不低於 2.4 米的車位，用作停泊根據《道路交通條例》、其附屬規例或任何修訂法例獲發牌並屬於該地段上已建或擬建的一或多幢建築物之住客或佔用者的真正來賓、訪客或被邀請使用者的車輛（以下簡稱「訪客車位」）；
 - (ii) 一個 3.5 米闊、5.0 米長，及通行高度不低於 2.4 米的車位，用作停泊根據《道路交通條例》、其附屬規例或任何修訂法例界定為及屬於該地段上已建或擬建的一或多幢建築物之住客或佔用者及彼等之真正客人、訪客或獲邀請人之殘疾人士車輛（以下簡稱「傷殘人士車位」）；
 - (iii) 一個 1.0 米闊、2.4 米長，及通行高度不低於 2.4 米的車位，用作停泊根據《道路交通條例》、其附屬規例或任何修訂法例獲發牌及屬於該地段上已建或擬建的建築物之住客或佔用者及彼等之真正客人、訪客或獲邀請人之電單車（以下簡稱「電單車車位」）。
- (b) 訪客車位、傷殘人士車位及電單車車位不能用作本特別條款所載列的用途以外的任何其他用途，尤其不得作儲存、陳列或展示車輛以供出售或作其他用途或用作提供汽車清潔及美容服務。
- (c) 傷殘人士車位的位置須按建築事務監督要求與批准。」

12. 批地文件特別條件第 (21) 條規定：

- 「(a) 該地段須設有一個 3.5 米闊、7.0 米長，及通行高度不低於 3.6 米的上落貨車位，以達致署長滿意。
- (b) 本特別條件第 (a) 分條所規定提供的上落貨車位除用作與該地段已建或擬建的一或多幢建築物有關的車輛上落貨外，不得用作任何其他用途。」

13. 批地文件特別條件第 (23) 條規定：

- 「(a) 即使已遵守所有批地條件以達致署長滿意，電單車車位不能：
- (i) 轉讓，除非
 - (I) 連同賦予專有權使用及管有該地段上已建或擬建的一或多幢建築物的一或多個單位之不分割份數一併轉讓；或
 - (II) 轉讓給已經擁有具專有權使用及管有該地段上已建或擬建的一或多幢建築物的一或多個單位之不分割份數的人士；或
 - (ii) 分租，除非分租給該地段已建或擬建的一或多幢建築物單位的住戶或佔用人（本特別條件第 (20)(a)(i)、(20)(a)(ii) 及 (21)(a) 規定的任何車位除外）。
- (b) 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。」

14. 批地文件特別條件第 (25) 條規定：

「獲署長批准用以顯示按批地文件特別條件第 (20) 及 (21) 條在該地段內提供的所有停車位及上落貨停車位的平面圖或經認可人士（按建築物條例、其下的任何規例及修訂法例界定）核證的該圖則副本須提交給署長寄存。在上述提交寄存之前，不能對涉及該地段或其中任何部分或在該地段已建或擬建的任何建築物或任何建築物部分進行交易（惟按批地文件特別條件第 (15)(c) 條訂立租賃協議或契據或該等租賃協議或契據的協議及按批地文件特別條件第 (15)(d) 條訂立的建築按揭契據或按批地文件特別條件第 (9)(g) 及 (9)(h) 條交回及豁免或署長可批准的其他交易則不受此限）。上述已批准圖則列明的停車位及上落貨停車位不能用作批地文件特別條款第 (20) 及 (21) 條指定用途以外的其他用途。承批人須按經批准圖則保養停車位、上落貨停車位及其他區域，包括但不限於升降機、樓梯平台、轉動及迴旋處，及未經署長的預先書面同意，不能改動該圖則。除了經批准圖則指定的停車位外，該地段或其上的任何建築物或構築物不得用作泊車用途。」

15. 批地文件特別條件第 (27) 條規定：

- 「(a) 如果該地段或任何政府土地上現時或以往曾經為或因應該地段或其任何部份的構建、平整或發展而進行削土，移土或土地後移式堆積或堆填工程，或任何類型的斜坡工程，或承批人按批地條件需進行的任何工程，或為了任何其他目的，不論有否經署長預先書面同意，承批人須自費進行與修建該等斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或其後成為必要的其他工程，以便保護與支撐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。承批人須在批地文件授予的租期期間內自費保養該土地、斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或其他工程，使其處於良好及修繕妥當的狀態，以達致署長滿意。
- (b) 本特別條件第 (a) 分條不能影響本批地文件，特別是批地文件特別條件第 (26) 條賦予政府的權利。
- (c) 倘若因為任何構建、平整、發展或承批人進行其他工程或任何其他原因因而在任何時候引致或引起塌方、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，承批人須自費將其恢復原狀及進行修復，達致署長滿意並且須就上述塌方、山泥傾瀉或地陷造成或由此而將會或可能提出、蒙受或招致的一切費用、收費、損害賠償、要求及索償向政府、其代理人及承辦商作彌償。
- (d) 除了批地條件中規定對違反任何條件時享有的任何其他權利或濟助外，署長有權發出書面通知要求承批人進行、修建及保養上述土地、斜坡處理工程、護土牆或其他支撐物、保護物及排水或輔助工程或其他工程或將任何塌方、山泥傾瀉或地陷恢復原狀及修復。如果承批人不理會或未能在通知指定的時期內執行該通知要求，以達致署長滿意，署長可立即執行與進行任何必要工程，而承批人須應要求向政府償付因此產生的費用，連同任何行政費或專業費用及收費。」

16. 批地文件特別條件第 (29) 條規定：

「承批人須在任何時候，特別是進行清拆、移除、建築、保養、翻新或維修工程（以下簡稱「工程」）期間，採取或促使他人採取一切適當及足夠的照料、技巧及預防措施，避免對該地段或其中部分之上、上面、之下或毗鄰的任何政府或其他現有的排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（以下統稱「服務」）造成任何損壞、干擾或阻塞。承批人在進行上述任何工程之前必須進行或促使他人進行必要的適當勘測及瞭解，確定任何服務的現在位置及水平，並提交處理任何可受工程影響的服務一切方面的書面建議給署長，供他全面審批和必須在取得署長對工程及上述建議作出的書面批准後才能進行該等工程。承批人須履行署長在給予前述批准對服務的任何要求和承擔符合該等要求支出的費用，包括必要的改道、重鋪或修復的費用。承批人必須自費全面維修、彌補及修復工程對該地段或其中任何部分或任何服務造成的任何損壞、干擾或阻塞（除非署長另作選擇，明渠、污水渠、雨水渠或總水喉由署長進行修復，承批人須在要求時向政府支付該等工程費用），使署長滿意。如果承批人未能對該地段或其中部分或任何服務進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、彌補或修復工程，承批人須在要求時向政府支付該等工程的費用。」

17. 批地文件特別條件第 (30) 條規定：

- 「(a) 當署長認為有需要時，承批人須自費建造與保養該地段邊界內外或政府土地內的排水渠及渠道，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，以達致署長滿意。承批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、申索及索求單獨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暴雨水渠及污水渠（如已建及啟用）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批人負責。承批人須在要求時向政府支付上述連接工程的費用。此外該等連接工程亦可由承批人自費進行，以達致署長滿意。在此情況下，上述連接工程的任何一段若在政府土地內修建，必須由承批人自費保養，直至應要求移交給政府，才由政府自費負責日後的保養。承批人須應要求向政府支付有關上述連接工程的技術審查之費用。若承批人未能保養在政府土地內建造的上述連接工程的任何一段，署長可進行其認為必要的保養工程，承批人須應要求向政府支付該等工程的費用。」

18. 批地文件特別條件第 (33) 條規定：

- 「(a) 承批人須在本協議之日起的 6 個曆月內 (或環境保護署署長可批准的其他延長時期內) 自費提交或安排他人提交一份排污影響評估 (以下簡稱「排污影響評估」) 給環境保護署署長作出書面審批，在一切方面使環境保護署署長滿意。上述排污影響評估特別是載有環境保護署署長要求的資料及詳情，包括但不限於開發該地段可能產生的一切不利的排污影響和實施消減措施、改善工程及其他措施及工程的建議。
- (b) 承批人須在指定的時間內自費實施由環境保護署署長批准的排污影響評估的建議，在一切方面使環境保護署署長滿意。
- (c) 排污影響評估的技術方面應由香港工程師學會並以土木工程為專業範圍的成員或執業土木工程師進行。
- (d) 在環境保護署署長沒有書面批准排污影響評估之前，不能在該地段或其中任何部分展開建築工程 (特別條件第 3 條規定下的清拆及移除工作、土地勘察及地盤平整工程除外)。就該批地文件而言，土地勘察應當根據建築物條例、據此制定的任何規則及其他修訂法例定義。
- (e) 為免存疑和在不影響本批地文件一般條件第 2 和 3 條的一般適用範圍下，承批人特此明文承認及同意獨自負責自費實施獲環境保護署署長批准載於排污影響評估的建議，在一切方面使環境保護署署長滿意。政府及其官員對承批人履行本特別條件或其他條件的責任所產生或附帶和造成承批人蒙受任何費用、損害或損失毋須承擔任何責任或義務。承批人無權就上述費用、損害或損失向政府及其官員索償。」

19. 批地文件特別條件第 (35) 條規定：

「該地段內不得興建或提供墳墓或靈灰安置所，亦不得於該地段內安葬或放置人類骸骨或動物骸骨 (不論該骸骨是否置於陶瓶、骨灰甕或以其他方式安葬或放置) 。」

備註：

1. 粉紅色加藍斜線範圍是從該地段分割出來，並在土地註冊處註冊為新九龍內地段 6538 號 A 分段。粉紅色加藍斜線範圍並不構成發展項目所位於的土地的一部分。
2. 本節中提述「承批人」一詞指根據批地文件中的承批人和如文意允許或要求包括其遺囑執行人、遺產管理人、承讓人及 (如為法團) 其繼承人及承讓人。
3. 請參考批地文件以了解全部詳情。批地文件副本已備於售樓處，可在售樓處辦公時間免費要求閱覽，並可在支付所需的影印費後獲取複印本。

1. **The Development is constructed on The Remaining Portion of New Kowloon Inland Lot No. 6538 (the “Lot”) which is held under the Conditions of Grant No. 20251 dated 26 May 2015 (the “Land Grant”).**

2. **The Lot is granted for a term of 50 years commencing from 26 May 2015.**

3. **Special Condition No. (5) 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, 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, petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;
- (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than three basement levels), for private residential purposes; and
- (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel, petrol filling station) purposes.
- ...”

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) of this General Condition) in accordance with these Conditions:
- (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto;
- (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 of Lands (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 referred to in sub-clause (b) of this Special Condition) (the part that is within the lot is hereinafter referred to as “the Existing Buildings and Structures”) and parts of which encroach on, project over and protrude to the adjacent Government land and all that piece or parcel of land registered in the Land Registry as Section B of New Kowloon Inland Lot No. 520 (hereinafter referred to as “the First Adjoining Lot”) (which parts are hereinafter collectively referred to as “the Extended Structures”). Prior to the date specified in Special Condition No. (4) hereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Buildings and Structures and the Extended Structures. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the use, presence or subsequent demolition and removal of the Existing Buildings and Structures and the Extended Structures; and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the use, existence or subsequent demolition and removal of the Existing Buildings and Structures and the Extended Structures.
- (b) (i) 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 pipes protrude from an adjoining building erected on all that piece or parcel of land registered in the Land Registry as New Kowloon Inland Lot No. 2769 (hereinafter referred to as “the Second Adjoining Lot”) onto the lot (such pipes are hereinafter referred to as “the Encroachment”) and that certain pipes and a structure of the building erected on the First Adjoining Lot are affixed to the Existing Buildings and Structures (such pipes and structures are hereinafter collectively referred to as “the Affixing Structures”); and that the grant of the lot is subject to the existence of the Encroachment and the Affixing Structures. The Government gives no warranty, express or implied, as to the physical condition, state or safety of the Encroachment and the Affixing Structures or any part thereof, or as to whether the Encroachment and the Affixing Structures were 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 and the Affixing Structures will be demolished, removed or rectified, or as to whether the Affixing Structures are entitled to any easement of support or the like.
- (ii) The Grantee shall permit the Director and his officers, contractors and agents and any persons authorized by the Director, and the owner or owners of the First Adjoining Lot and their contractors, agents and any persons authorized by the owner or owners of the First Adjoining Lot, the right of free ingress, egress and regress to, from and through the lot or any part thereof at all reasonable times with or without tools, equipment, plant or machinery for the purposes of inspecting, checking, upholding, maintaining, repairing, cleaning or carrying out any demolition and removal works of the Affixing Structures during the subsistence of the Affixing Structures.
- (iii) The Grantee shall permit the Director and his officers, contractors and agents and any persons authorized by the Director, and the owner or owners of the Second Adjoining Lot and their contractors, agents and any persons authorized by the owner or owners of the Second Adjoining Lot, the right of free ingress, egress and regress to, from and through the lot or any part thereof at all reasonable times with or without tools, equipment, plant or machinery for the purposes of inspecting, checking or carrying out any demolition and removal works of the Encroachment during the subsistence of the Encroachment.

- (iv) The Government shall be under no responsibility, obligation or liability whatsoever to the Grantee or any other persons for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons by reason of or arising out of or incidental to: (I) the Encroachment or the Affixing Structures; or (II) the existence, maintenance, repair, use, removal or demolition of the Encroachment or the Affixing Structures; or (III) the exercise of the rights as set out in sub-clauses (b)(ii) and (b)(iii) of this Special Condition by the Government, the owner or owners of the First Adjoining Lot or the Second Adjoining Lot and their respective contractors and agents and any persons duly authorized by them; or (IV) the taking of steps or legal proceedings or actions against the owners or occupiers of the First Adjoining Lot or the Second Adjoining Lot or any other persons in respect thereof; or otherwise, and no claim whatsoever shall be made by the Grantee against the Director and his officers, contractors and agents and any persons authorized by the Director whomsoever in respect of any such loss, damage, nuisance or disturbance.
- (v) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with: (I) the existence, maintenance, repair, use, removal or demolition of the Encroachment or the Affixing Structures; and (II) the exercise of the rights as set out in sub-clauses (b)(ii) and (b)(iii) of this Special Condition by the Government, the owner or owners of the First Adjoining Lot or the Second Adjoining Lot and their respective contractors and agents and any persons duly authorized by them.
- (c) For the avoidance of doubt, the existence of the Encroachment and the Affixing Structures and the fact that the lot is hereby agreed to be granted subject to the existence of the same shall not in any way relieve the Grantee of, or release, discharge, lessen or vary, the Grantee's obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions."
- 6. Special Condition No. (4) of the Land Grant stipulates that:-**
- "The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December, 2019."
- 7. Special Condition No. (6) 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."
- 8. Special Condition No. (7) of the Land Grant stipulates that:-**
- "The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot (except the Pink Hatched Blue Area as designated under Special Condition No. (9) hereof) and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director."
- 9. Special Condition No. (9) of the Land Grant stipulates that:-**
- "(a) No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Structures as defined in sub-clause (c)(i)(II) of this Special Condition) shall be erected or constructed or placed on, over, above, under, 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") (See Note 1 below).
- (b) Save as provided under sub-clause (c)(i) of this Special Condition, no object or material of whatsoever nature which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area shall be placed within the Pink Hatched Blue Area. Where in the opinion of the Director (whose opinion shall be final and binding upon the Grantee) there is any object or material which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area, the Director shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and within such time limit as shall be specified by the Director, to demolish or remove such object or material and to reinstate the Pink Hatched Blue Area in all respects to the satisfaction of the Director.
- (c) The Grantee shall:
- (i) on or before the date specified in Special Condition No. (4) hereof (or such other extended period 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, form and surface the Pink Hatched Blue Area; and
- (II) provide and construct pedestrian passageway together with such culverts, pavements, sewers, drains or such other structures as the Director in his sole discretion may require within the Pink Hatched Blue Area (hereinafter collectively referred to as "the Structures")
- so that pedestrian traffic may be carried on the Pink Hatched Blue Area;
- (ii) manage and maintain at his own expense the Pink Hatched Blue Area together with the Structures (except those parts thereof which have been surrendered to the Government under sub-clause (g) of this Special Condition) in all respects to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government under sub-clause (g) of this Special Condition.
- (d) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (c) of this Special Condition or upon the failure or neglect by the Grantee to perform, observe or comply with the notice served upon him under sub-clause (b) of this Special Condition, 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.
- (e) The Grantee shall at all times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government pursuant to sub-clause (g) of this Special Condition permit the Director, his officers, contractors and any other persons authorized by him, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b) and (c) of this Special Condition and for the carrying out, inspecting, checking and supervising of the works under sub-clauses (c) and (d) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
- (f) The Government, the Director, his officers, contractors, and any other persons 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 this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, and any other persons authorized by him under sub-clauses (d) and (e) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors, and any other persons authorized by him in respect of any such loss, damage, nuisance or disturbance.

- (g) 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 Structures as the Director shall at his sole discretion specify to the Government free from all encumbrances 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.
- (h) Notwithstanding the provisions contained in Special Condition No. (15) 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 thereon or enter into any agreement so to do prior to the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (g) 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 (h) shall not apply to a building mortgage as provided under Special Condition No. (15)(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.
- (i) Notwithstanding the provisions contained in Special Condition No. (15) 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 thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (i) shall not apply to the surrender and carving out of the Pink Hatched Blue Area under this Special Condition and a building mortgage of the lot as a whole as provided in Special Condition No. (15)(d) hereof.
- (j) The Pink Hatched Blue Area or any part or parts thereof shall not be used for any purpose other than 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.
- (k) The Grantee shall, after the works referred to in sub-clause (c)(i) 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 (g) 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 and over the pedestrian passageway within the Pink Hatched Blue Area.
- (l) 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 (k) 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.
- (m) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (k) 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.
- (n) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (k) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (g) 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(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 Regulation 22(2) of the Building Planning Regulations, any amendment thereto or substitution therefor.

- (o) 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 sub-clause (g) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Conditions Nos. (8)(c) and (8)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government in the event that the respective maximum gross floor areas stipulated in Special Conditions Nos. (8)(c) and (8)(d) hereof cannot be attained.
- (p) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Area."

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

- "(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the respective total gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof, subject to Special Condition No. (32)(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. (17)(a)(v) hereof;
- (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
- (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons."

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

- "(a) The Grantee shall provide within the lot to the satisfaction of the Director the following:-
- (i) one space measuring 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres 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 or occupiers of the building or buildings erected or to be erected on the lot (hereinafter referred to as "the Visitors' Parking Space");

- (ii) one space measuring 3.5 metres in width and 5.0 metres in length within a minimum headroom of 2.4 metres 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 (hereinafter referred to as “the Parking Space for the Disabled Persons”);
- (iii) one space measuring 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres 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 or occupiers of 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 Motor Cycle Parking Space”).
- (b) The Visitors’ Parking Space, the Parking Space for the Disabled Persons and the Motor Cycle Parking Space 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.
- (c) The location of the Parking Space for the Disabled Persons shall be as the Building Authority may require and approve.”

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

- “(a) One space measuring 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles.
- (b) The space provided under sub-clause (a) of this Special Condition shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.”

13. Special Condition No. (23) 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 Motor Cycle Parking Space shall not be:
 - (i) assigned except
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a 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 unit or units in the building or buildings erected or to be erected on the lot; or
 - (ii) underlet except to residents or occupiers of the unit or units (other than any space provided under Special Conditions Nos. (20)(a)(i), (20)(a)(ii) and (21)(a) hereof) in the building or buildings erected or to be erected on the lot.
- (b) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.”

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

“A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (20) and (21) hereof, or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (15)(c) hereof, a building mortgage under Special Condition No. (15)(d) hereof and the surrender and the carving out made pursuant to Special Conditions Nos. (9)(g) and (9)(h) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The parking, loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (20) and (21) hereof. The Grantee shall maintain the parking, loading and unloading spaces and other spaces, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.”

15. Special Condition No. (27) 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. (26) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development, or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.”

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

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

17. Special Condition No. (30) 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.”

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

- “(a) The Grantee shall within six calendar months from the date of this Agreement (or such other extended period as may be approved by the Director of Environmental Protection) at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as “the SIA”) containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impact as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.
- (b) The Grantee shall at his own expense implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and within such time limit as may be stipulated by the Director of Environmental Protection.

- (c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers within civil engineering as the specialist discipline or a chartered civil engineer.
- (d) No building works (except the demolition and removal works referred to in Special Condition No. (3) hereof, ground investigation and site formation works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection. For the purpose of these Conditions, “ground investigation” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (e) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. 2 and 3 hereof, the Grantee hereby expressly acknowledges and agrees that the Grantee shall have the sole responsibility at his own expense to implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfillment of the Grantee’s obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss.”

19. Special Condition No. (35) 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.”

Notes:

1. The Pink Hatched Blue Area has been carved out from the lot and registered in the Land Registry as Section A of New Kowloon Inland Lot No. 6538. The Pink Hatched Blue Area does not form part of the land on which the Development is situated.
2. The expression “Grantee” as mentioned in this section means the grantee under the Land Grant and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.
3. Please refer to the Land Grant for details. A copy of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

A. 根據批地文件規定須興建並提供予政府或供公眾使用的設施

1. 公眾有權按照批地文件使用批地文件附圖中標示為粉紅色加藍斜線的範圍（下稱「粉紅色加藍斜線範圍」）。
2. 批地文件特別第條件 (9) 條規定：-
 - 「(a) 不可在本批地條件夾附的圖則上以粉紅色加藍斜線顯示的範圍（「粉紅色加藍斜線範圍」）內、上方、下方或該部分地段內種植樹木或栽種灌木及不可豎立或興建或放置建築物或構築物或任何建築物或構築物的支撐（本特別條件第 (c)(i)(II) 分條所定義的構築物除外）。
 - (b) 除本特別條件第 (c)(i) 分條規定外，任何性質的物品或材料如可能阻礙粉紅色加藍斜線範圍的自由進入和通行，均不得被放置於粉紅色加藍斜線範圍內。當署長認為（其意見為最終且對承批人有約束力）有任何物品或材料可能阻礙粉紅色加藍斜線範圍的自由進入和通行，署長有權利發出書面通知要求承批人在他指定的時限內自費移除或拆除該等物品或材料，並且修復粉紅色加藍斜線範圍，以在各方面達致署長滿意。
 - (c) 承批人須：
 - (i) 於特別條件第（4）條所規定的日期或之前（或署長可批准的其他延長時限內）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，以全面使署長滿意：
 - (I) 鋪設及塑造粉紅色加藍斜線範圍；及
 - (II) 按署長自行酌情認為需要，於粉紅色加藍斜線範圍內提供及建造行人通道連同溝渠、行人路、污水渠、排水渠或其他指定構築物（以下簡稱「構築物」）
 - 使粉紅色加藍斜線範圍可容納行人交通；
 - (ii) 自費保養粉紅色加藍斜線範圍連同構築物（除了按本特別條件第 (g) 分條交還給政府的範圍），全面使署長滿意，直至按本特別條件第 (g) 分條指定交還粉紅色加藍斜線範圍的管有權予政府為止。
 - (d) 倘若承批人未能履行本特別條件第 (c) 分條規定他的責任，或承批人未能或疏於履行、遵守、遵從或符合本特別條件第 (b) 分條規定的給他的通知，政府可由進行必要的工程，惟費用由承批人支付，就此承批人須在要求時向政府支付相等於該工程費用的款項，數額由署長釐定。署長的決定是最終決定並對承批人有約束力。
 - (e) 承批人在按本特別條件第（g）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、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的出入及再通行過該地段，以便視察、檢查及監管按本特別條件第（b）分條及第（c）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）分條及第（d）分條下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) 就任何對承批人或其他人士所造成或承批人或其他人士蒙受的損失、破壞、滋擾或干擾，不論是因承批人履行他在本特別條件的責任或政府、署長、他的官員、承建商及他授權的任何其他人士按本特別條件第 (d) 和 (e) 分條或其他規定行使權利所引起或隨之而來，政府、署長、他的官員、承建商及他授權的任何其他人士概不承擔任何責任。承批人不能就上述損失、損害、滋擾或干擾向政府、署長、他的官員、承建商及他授權的任何其他人士要求補償或提出申索。
 - (g) 承批人需要須在署長要求的任何時候自費交還與移交並無產權負擔的粉紅色加藍斜線範圍或其中任何部分連同署長自行酌情認為需要的構築物的空置管有權給政府，且政府毋須支付任何代價、付款或補償給承批人，但是政府沒有責任應承批人的要求接收粉紅色加藍斜線範圍或其中任何部分的交回，只會在政府認為合適時收回。為此目的，承批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。

- (h) 即使特別條件第 (15) 條另有規定，在按本特別條件第 (g) 分條交回整個粉紅色加藍斜線範圍給政府之前，承批人不得轉讓、按揭、抵押、轉租、分租、放棄管有或以其他方式作出產權處置或設定產權負擔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部分或訂立的任何協議作出上述事宜，除非及直至承批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 (h) 分條不適用於按特別條件第 (15)(d) 條規定對該地段作出的建築按揭。在上述分割之前，承批人須自費提交分割文件給署長作書面審批。
- (i) 即使特別條件第 (15) 條另有規定，承批人不得轉讓、按揭、抵押、轉租、分租、放棄管有或以其他方式作出產權處置粉紅色加藍斜線範圍或其中任何部分或其中任何權益或設定產權負擔或訂立任何協議作出上述事宜，但是本第 (i) 分條不適用於按本特別條件規定交還與分割粉紅色加藍斜線範圍給政府及按特別條件第 (15)(d) 條規定對該地段作出的建築按揭。
- (j) 粉紅色加藍斜線範圍或其中任何部分不得被用作任何用途，除了作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。貨物及車輛不得在粉紅色加藍斜線範圍或其中任何部分儲存或停泊。
- (k) 在按本特別條件第 (c)(i) 分條完成工程使署長滿意之後和按本特別條件第 (g) 分條交回整個粉紅色加藍斜線範圍給政府之前，承批人須准許所有公眾人士為了一切合法目的在任何時候免費及暢通無阻地，步行或乘輪椅進出、通行、再通行及往來粉紅色加藍斜線範圍內的行人通道。
- (l) 政府對承批人履行他在本特別條件第 (k) 分條的責任所產生或附帶造成承批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。承批人不能就上述損失、損害、滋擾或干擾向政府、署長及他授權的官員要求補償或作出申索。
- (m) 本特別條款特此明文協定、宣佈及規定，本特別條件第 (k) 分條對承批人施加義務的同時，承批人並無意圖撥出而政府亦沒有同意承批人撥出粉紅色加藍斜線範圍或其中任何部分給公眾作通道使用。
- (n)
 - (i) 在此明文同意與聲明本特別條件第 (k) 分條所載承批人的責任不得被視為引致期待或要求按建築物（規劃）規例第 22(1) 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率的任何優惠或權利。為免存疑，承批人明文放棄按建築物（規劃）規例第 22(1) 條和任何修訂或代替規例或其他規定獲取額外上蓋面積或地積比率的任何優惠或權利以及一切相關索求。
 - (ii) 在此進一步明文同意與聲明本特別條件第 (g) 分條所載承批人的責任不得被視為引致期待或要求按建築物（規劃）規例第 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率的任何優惠或權利。為免存疑，承批人明文放棄按建築物（規劃）規例第 22(2) 條和任何修訂或代替規例或其他規定獲取額外上蓋面積或地積比率的任何優惠或權利以及一切相關索求。
- (o) 承批人同意及接受在按本特別條件第 (g) 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，承批人在開發或重新開發該地段或其中任何部分時未必能獲得本批地文件特別條件第 (8)(c) 及 (8)(d) 條分別規定的最大總樓面面積。政府對此沒有責任和承批人不能對未能獲得本批地文件特別條件第 (8)(c) 及 (8)(d) 條分別規定的最大總樓面面積極向政府要求索償或退還地價或支付任何性質的費用或其他要求。
- (p) 對於承批人、其僱員、工人及承辦商因履行本特別條件或因粉紅色加藍斜線範圍相關事宜直接或間接引起或導致的一切法律責任、訴訟、程序、費用、申索、開支、損失、損害賠償、收費及要求，承批人須向政府作出彌償並確保其獲得彌償。」

3. 公契中沒有關於粉紅色加藍斜線範圍的條文。

4. 粉紅色加藍斜線範圍已從新九龍內地段 6538 號劃分出來，並在土地註冊處註冊為新九龍內地段 6538 號 A 分段。粉紅色加藍斜線範圍並不構成發展項目所位於的土地的一部份。於粉紅色加藍斜線範圍交回政府之前，擁有人（即市區重建局）須自費管理及維持粉紅色加藍斜線範圍（包括批地文件特別條件第 (9)(c) (i) 條中提及的構築物）。

- B. 根據批地文件規定須由該發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施
不適用。
- C. 根據批地文件規定須由該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
休憩用地的大小
不適用。
- D. 發展項目所位於的土地中為施行《建築物（規劃）規例》（第 123 章，附屬法例 F）第 22(1) 條而撥
供公眾用途的任何部分
不適用。

在切實可行範圍內盡量顯示上述 A 段所述之粉紅色加藍斜線範圍的位置的圖則，載列如下：



備註：

1. 本圖乃摘錄自附於批地文件的圖則。
2. 本圖僅作顯示粉紅色加藍斜線範圍的位置。圖中所顯示的其他事項未必能反映其最新狀況。

A. Facilities that are required under the land grant to be constructed and provided for the Government, or for public use

1. The general public has the right to use the area shown colour pink hatched blue on the plan annexed to the Land Grant (“the Pink Hatched Blue Area”) in accordance with the Land Grant.
2. Special Condition No.(9) of the Land Grant stipulates that:-
 - “(a) No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Structures as defined in sub-clause (c)(i)(II) of this Special Condition) shall be erected or constructed or placed on, over, above, under, 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) Save as provided under sub-clause (c)(i) of this Special Condition, no object or material of whatsoever nature which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area shall be placed within the Pink Hatched Blue Area. Where in the opinion of the Director (whose opinion shall be final and binding upon the Grantee) there is any object or material which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area, the Director shall be entitled by notice in writing to call upon the Grantee, at the Grantee’s own expense and within such time limit as shall be specified by the Director, to demolish or remove such object or material and to reinstate the Pink Hatched Blue Area in all respects to the satisfaction of the Director.
 - (c) The Grantee shall:
 - (i) on or before the date specified in Special Condition No. (4) hereof (or such other extended period 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, form and surface the Pink Hatched Blue Area; and
 - (II) provide and construct pedestrian passageway together with such culverts, pavements, sewers, drains or such other structures as the Director in his sole discretion may require within the Pink Hatched Blue Area (hereinafter collectively referred to as “the Structures”)

so that pedestrian traffic may be carried on the Pink Hatched Blue Area;
 - (ii) manage and maintain at his own expense the Pink Hatched Blue Area together with the Structures (except those parts thereof which have been surrendered to the Government under sub-clause (g) of this Special Condition) in all respects to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government under sub-clause (g) of this Special Condition.
 - (d) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (c) of this Special Condition or upon the failure or neglect by the Grantee to perform, observe or comply with the notice served upon him under sub-clause (b) of this Special Condition, 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.
 - (e) The Grantee shall at all times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government pursuant to sub-clause (g) of this Special Condition permit the Director, his officers, contractors and any other persons authorized by him, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b) and (c) of this Special Condition and for the carrying out, inspecting, checking and supervising of the works under sub-clauses (c) and (d) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.

- (f) The Government, the Director, his officers, contractors, and any other persons 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 this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, and any other persons authorized by him under sub-clauses (d) and (e) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors, and any other persons authorized by him in respect of any such loss, damage, nuisance or disturbance.
- (g) 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 Structures as the Director shall at his sole discretion specify to the Government free from all encumbrances 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.
- (h) Notwithstanding the provisions contained in Special Condition No. (15) 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 thereon or enter into any agreement so to do prior to the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (g) 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 (h) shall not apply to a building mortgage as provided under Special Condition No. (15)(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.
- (i) Notwithstanding the provisions contained in Special Condition No. (15) 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 thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (i) shall not apply to the surrender and carving out of the Pink Hatched Blue Area under this Special Condition and a building mortgage of the lot as a whole as provided in Special Condition No. (15)(d) hereof.
- (j) The Pink Hatched Blue Area or any part or parts thereof shall not be used for any purpose other than 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.
- (k) The Grantee shall, after the works referred to in sub-clause (c)(i) 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 (g) 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 and over the pedestrian passageway within the Pink Hatched Blue Area.
- (l) 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 (k) 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.

INFORMATION ON PUBLIC FACILITIES
AND PUBLIC OPEN SPACES

- (m) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (k) 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.
- (n) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (k) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (g) 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(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 Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (o) 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 sub-clause (g) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Conditions Nos. (8)(c) and (8)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government in the event that the respective maximum gross floor areas stipulated in Special Conditions Nos. (8)(c) and (8)(d) hereof cannot be attained.
- (p) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Area."
3. There is no provision of the Deed of Mutual Covenant that concerns the Pink Hatched Blue Area.
4. The Pink Hatched Blue Area has been carved out from New Kowloon Inland Lot No.6538 and registered in the Land Registry as Section A of New Kowloon Inland Lot No.6538. The Pink Hatched Blue Area does not form part of the land on which the Development is situated. Until the surrender of the Pink Hatched Blue Area to the Government, the owner (i.e. Urban Renewal Authority) shall at its own expense manage and maintain the Pink Hatched Blue Area (including the structures mentioned in Special Condition No.(9)(c)(i) of 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

Not applicable

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

Not applicable

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

Not applicable

A plan showing the location of the Pink Hatched Blue Area mentioned in Paragraph A above as far as it is practicable to do so is set out below:



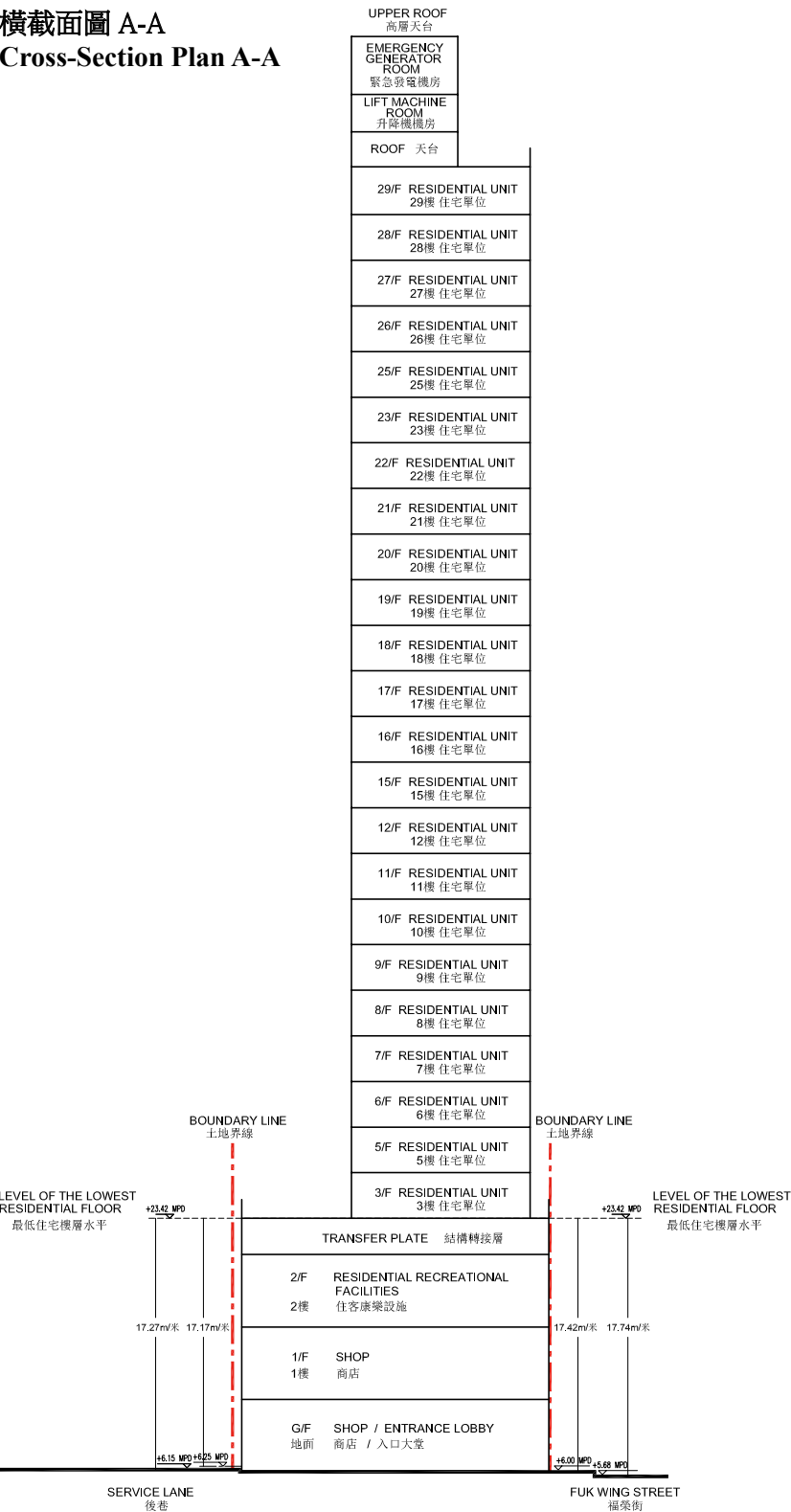
Notes:

1. This plan is an extract of plan annexed to the Land Grant.
2. This plan is for showing the location of the Pink Hatched Blue Area. Other matters shown on this plan may not reflect their latest conditions.

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：－
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所；及
 - (iii) 如屬 3(ii) 段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

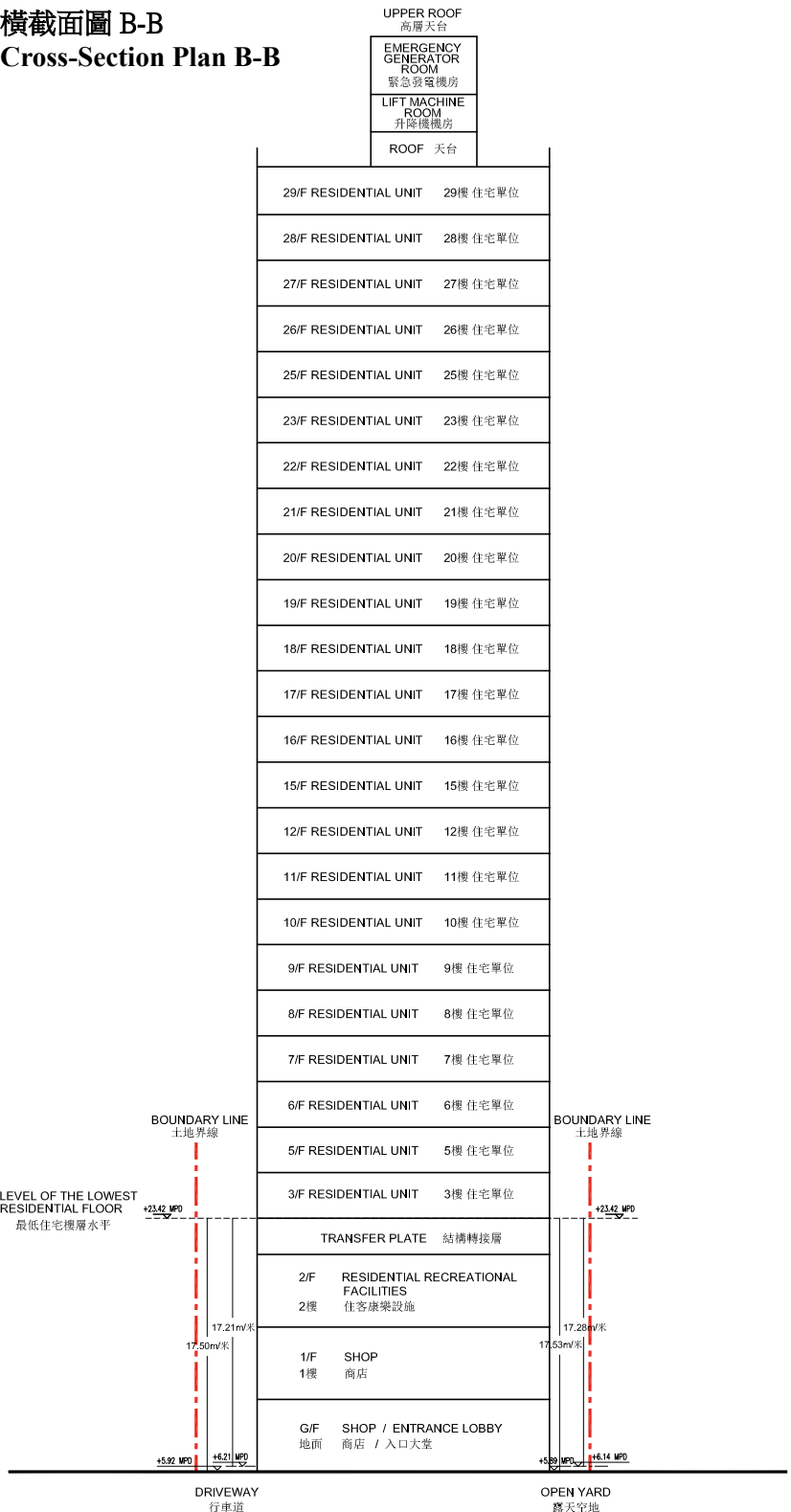
1. The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that 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:-
 - (i) that firm may not be able to protect the purchaser's interests; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors; and
 - (iii) that in the case of paragraph 3(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

橫截面圖 A-A
Cross-Section Plan A-A



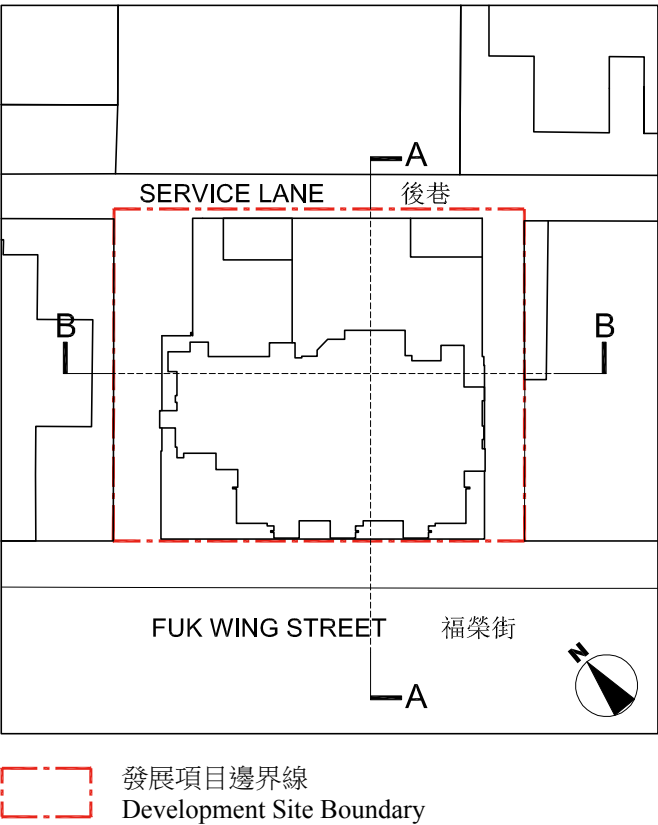
- ▽ 香港主水平基準以上高度 (米)
- 毗連建築物的一段福榮街為香港主水平基準以上 5.68 米至 6.00 米。
- 毗連建築物的一段後巷為香港主水平基準以上 6.15 米至 6.25 米。
- 毗連建築物的一段行車道為香港主水平基準以上 5.92 米至 6.21 米。
- 毗連建築物的一段露天空地為香港主水平基準以上 5.89 米至 6.14 米。
- 虛線為建築物最低住宅樓層水平。

橫截面圖 B-B
Cross-Section Plan B-B



- ▽ Height in metres above Hong Kong Principal Datum (HKPD)
- The part of Fuk Wing Street adjacent to the building is 5.68 metres to 6.00 metres above Hong Kong Principal Datum.
- The part of Service Lane adjacent to the building is 6.15 metres to 6.25 metres above Hong Kong Principal Datum.
- The part of Driveway adjacent to the building is 5.92 metres to 6.21 metres above Hong Kong Principal Datum.
- The part of Open Yard adjacent to the building is 5.89 metres to 6.14 metres above Hong Kong Principal Datum.
- Dotted line denotes the lowest residential floor of the building.

索引圖
Key Plan



立面圖一
Elevation Plan 1



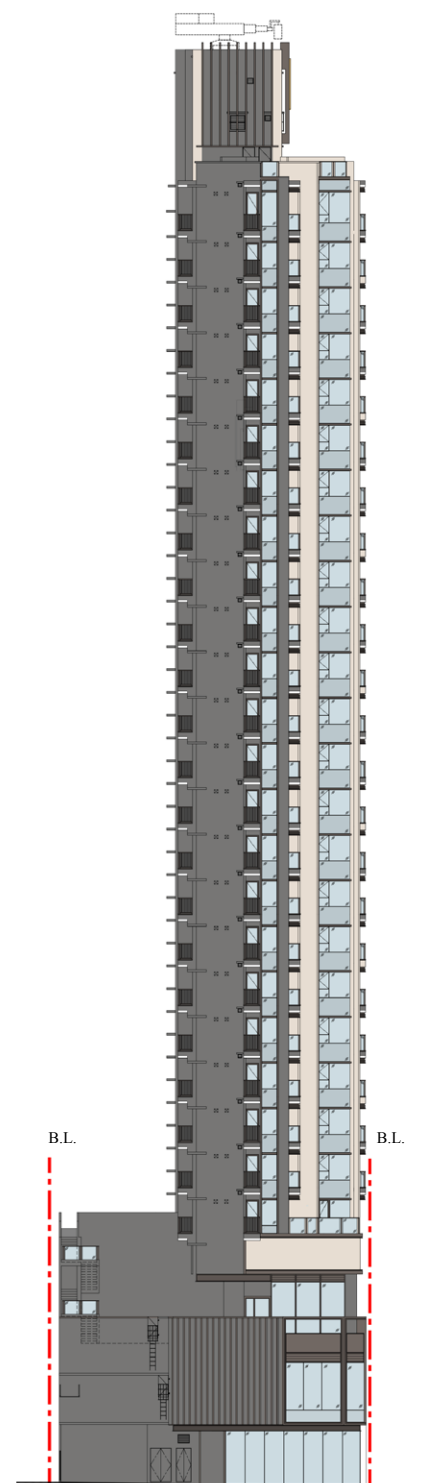
立面圖二
Elevation Plan 2



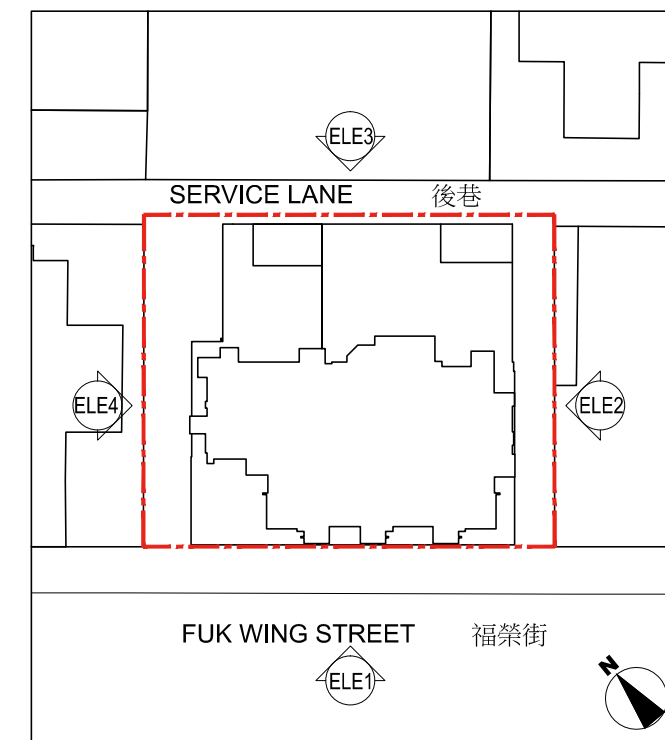
立面圖三
Elevation Plan 3



立面圖四
Elevation Plan 4



索引圖
Key Plan



發展項目邊界線
Development Site Boundary

發展項目的認可人士已證明此等立面圖所顯示的立面：
(a) 以 2018 年 7 月 26 日的情況為準的該項目的經批准的建築圖則為基礎擬備；
(b) 大致上與該項目的外觀一致。

The Authorized Person for the Development has certified that the elevations shown on these plans:

- (a) are prepared on the basis of the approved Building Plans for the Development as of 26 July 2018; and
- (b) are in general accordance with the outward appearance of the Development.

		有蓋 Covered	露天 Uncovered	總面積 Total Area
住客會所（包括供住客使用的任何康樂設施） Residents' Clubhouse (including any recreational facilities for residents' use)	sq ft 平方呎	845	-	845
	sq m 平方米	78.515	-	78.515
位於發展項目中的建築物的天台或在天台和最底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） Communal Garden or play area for residents' use on the roof, or 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)	sq ft 平方呎	-	911	911
	sq m 平方米	-	84.596	84.596
位於發展項目中的建築物的最底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） 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)	sq ft 平方呎	738	675	1413
	sq m 平方米	68.608	62.702	131.310

備註：

1. 上述所列以平方米顯示之面積乃依據以 2018 年 7 月 26 日及 2018 年 8 月 6 日經建築事務監督批准的建築圖則為基礎。
2. 以平方米列出的面積以 1 平方米 = 10.764 平方呎換算至平方呎並以四捨五入至整數。

Notes:

1. Areas in square metres as specified in the above are based on General Building Plans approved by the Building Authority on 26 July 2018 and 6 August 2018.
2. The area in square metre have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.

1. 備有關於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 <http://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. 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 properties as at the date on which the specified residential properties are offered to be sold is available for inspection free of charge at the place at which the specified residential properties are offered to be sold.

1. 外部裝修物料

a.	外牆	裝修物料的類型	基座：鋪砌瓷磚、天然石、玻璃外牆、玻璃幕牆、鋁飾板、鋁百葉及鋁飾條。 住宅大樓：鋪砌瓷磚、玻璃幕牆、鋁飾板、鋁百葉及鋁飾條。
b.	窗	框的用料	氟化碳噴塗鋁窗框
		玻璃的用料	住宅單位窗戶（除浴室窗戶）為灰玻璃 浴室窗戶為磨砂玻璃（只適用於設有浴室窗戶的3至27樓A及F單位（不設4樓、13樓、14樓及24樓）及28至29樓A及E單位）
c.	窗台	用料	不適用
		窗台板的裝修物料	不適用
d.	花槽	裝修物料的類型	不適用
e.	陽台或露台	裝修物料的類型	露台：金屬圍欄配以夾層灰玻璃
			地台：鋪砌高溫瓷質磚
			牆身：鋪砌瓷磚
			天花：裝有鋁質假天花
		是否有蓋	露台設有上蓋
f.	乾衣設施	是否有陽台	沒有
		類型	不適用
		用料	不適用

2. 室內裝修物料

			牆壁	地板	天花板	
a.	大堂	地下住宅入口大堂裝修物料的類型	外露牆身鋪砌天然石、膠板、不銹鋼飾條、灰色鏡面玻璃及不銹鋼。	天然石及不銹鋼飾條	部份為黑鏡面不銹鋼；部份為石膏板假天花髹乳膠漆。	
		公用升降機大堂裝修物料的類型	外露牆身鋪砌夾膠鏡面玻璃、膠板、不銹鋼飾條及髮絲不銹鋼。	高溫瓷質磚	部份為木板髹乳膠漆；部份為石膏板假天花髹乳膠漆。	
			牆壁	天花板		
b.	內牆及天花板	客廳的用料	乳膠漆	髹乳膠漆。部分位置裝設石膏板假天花及假陣		
		飯廳的用料	乳膠漆	髹乳膠漆。部分位置裝設石膏板假天花及假陣		
		睡房的用料	乳膠漆	髹乳膠漆。部分位置裝設石膏板假天花及假陣		
			地板	腳線		
c.	內部地板	客廳 / 飯廳的用料	複合木地板。露台、工作平台及平台之地台圍邊部分鋪砌天然石	木牆腳線		
		睡房的用料	複合木地板。露台、工作平台及平台之地台圍邊部分鋪砌天然石	木牆腳線		
			牆壁	地板	天花板	
d.	浴室	裝修物料的類型	外露牆身鋪砌高溫瓷質磚	鋪砌高溫瓷質磚。部分位置鋪砌天然石	鋁質假天花及鋁百葉	
		牆壁的裝修物料是否鋪至天花板	裝修物料鋪至假天花底			
			牆壁	地板	天花板	灶台
e.	廚房	裝修物料的類型	灰色鏡面玻璃、乳膠漆（廚櫃遮蓋的範圍除外）	瓷磚	石膏板假天花髹乳膠漆	無縫人造物料
		牆壁的裝修物料是否鋪至天花板	裝修物料鋪至假天花底			

3. 室內裝置

			用料	裝修物料	配件
a.	門	單位大門	實心防火木掩門	膠板及不銹鋼飾條	門鎖、門鼓、門擋及防盜眼
		露台門	氟化碳噴塗鋁質框	灰玻璃	門鎖、門擋及門鉸
		工作平台門 (適用於3樓E及F單位、5至27樓A、E及F單位 (不設13樓、14樓及24樓) 及28至29樓A、D及E單位)	氟化碳噴塗鋁質框	灰玻璃 (適用於3至27樓E單位 (不設4樓、13樓、14樓及24樓) 及28至29樓D單位) 磨砂玻璃 (適用於3樓F單位、5至27樓A及F單位 (不設13樓、14樓及24樓) 及28至29樓A及E單位)	門鎖、門擋及門鉸
		平台門 (適用於3樓A、B、C、D及E單位)	氟化碳噴塗鋁質框	灰玻璃	門鎖、門擋及門鉸
		睡房門	木面夾板木門	膠板	門鎖、門擋及門鉸
		浴室門	木面夾板木門、木製百葉	膠板	門鎖、門擋及門鉸
					裝置及設備
b.	浴室	(i) 裝置及設備的類型及用料	櫃	櫃枱面	天然石
				洗手盆櫃	木製及膠板飾面
				鏡櫃	木製、鏡、不銹鋼、磨砂玻璃飾面及膠板飾面
			其他裝置	洗手盆水龍頭	鍍鉻
				洗手盆	搪瓷
				坐廁	搪瓷
				毛巾架	鍍鉻
				廁紙架	鍍鉻
				毛巾掛勾	鍍鉻
				淋浴間	強化清玻璃
		其他設備	隨樓附送之設備及品牌，請參閱「設備說明表」。		
		(ii) 供水系統的類型及用料	冷水喉		銅喉
			熱水喉		配有隔熱絕緣之銅喉
		(iii) 沐浴設施的類型及用料	花灑	花灑套裝	鍍鉻
		(iv) 浴缸大小	不適用		
			用料	裝修物料	裝置及設備
c.	廚房	(i) 洗滌盆	不銹鋼		
		(ii) 供水系統	冷水喉採用銅喉及熱水喉採用配有隔熱絕緣之銅喉		
		(iii) 廚櫃	木製廚櫃	膠板	
		(iv) 所有其他裝置及設備的類型			鍍鉻洗滌盆水龍頭 配置以下消防裝置：天花位置的消防花灑頭、可定位煙霧探測器連警報基座及全高度耐火牆 (耐火等級-/30/30)。 隨樓附送之其他設備及品牌，請參閱「設備說明表」。
d.	睡房	裝置 (包括嵌入式衣櫃) 的類型及用料	不適用		
e.	電話	接駁點的位置及數目	請參閱「住宅物業機電裝置數量說明表」		
f.	天線	接駁點的位置及數目	請參閱「住宅物業機電裝置數量說明表」		

3. 室內裝置

			裝置	類型
g.	電力裝置	(i) 供電附件 (包括安全裝置)	供電附件	提供電掣及插座之面板
			安全裝置	單相電力並裝妥微型斷路器
		(ii) 導管是隱藏或外露	導管是部分隱藏及部分外露。除部分隱藏於混凝土內之導管外，其他部分的導管均為外露。外露的導管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋。	
		(iii) 電插座及空調機接駁點的位置及數目	請參閱「住宅物業機電裝置數量說明表」	
h.	氣體供應	類型	煤氣	
		系統	所有單位的煤氣喉接駁煤氣熱水爐，並裝有獨立煤氣錶。廚房內設有煤氣喉位 (只適用於3樓、5至12樓、15至23樓、25至27樓B、C、D、F單位及28至29樓A、B、C、E單位)	
		位置	煤氣接駁點的位置請參閱「住宅物業機電裝置數量說明表」	
i.	洗衣乾衣機接駁點	位置	請參閱「住宅物業機電裝置數量說明表」	
		設計	設有洗衣乾衣機來、去水接駁喉位	
j.	供水	水管的用料	冷水喉採用銅喉及熱水喉採用配有隔熱絕緣之銅喉	
		水管是隱藏或外露	水管是部分隱藏及部分外露。除部分隱藏於混凝土內之水管外，其他部分的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋。	
		有否熱水供應	廚房及浴室有熱水供應	

4. 雜項

				住宅升降機	
a.	升降機	(i) 品牌名稱及產品型號	品牌名稱	東芝	
			產品型號	ELCOSMO-III/ CV620	
		(ii) 升降機的數目及到達的樓層	升降機的數目	2 部	
			到達的樓層	L1：地下、1 至 3 樓、5 至 12 樓、15 至 23 樓、25 至 29 樓 L2：地下、2 至 3 樓、5 至 12 樓、15 至 23 樓、25 至 29 樓	
b.	信箱	用料	髮絲不銹鋼		
c.	垃圾收集	(i) 垃圾收集的方法	由清潔工人收集垃圾		
		(ii) 垃圾房的位置	各住宅層之公用地方均設有垃圾及物料回收房。另中央垃圾收集房設於地下。		
			水錶	電錶	氣體錶
d.	水錶、電錶及氣體錶	(i) 位置	每層之公共水錶櫃	每層之公共電錶櫃	露台
		(ii) 就住宅單位而言是獨立或公用的錶	獨立	獨立	獨立

5. 保安設施

項目	描述	
保安系統及設備	入口通道控制及保安系統	地下入口大堂設有訪客對講機及智能卡讀卡器。各住宅單位均裝置視像對講機，並設有警報掣功能。
	閉路電視	停車場、大廈地下入口大堂、1 及 2 樓升降機大堂、有上蓋的園景區、花槽、各升降機及會所均裝有閉路電視系統連接入口大堂管理處及業主立案法團辦公室。
嵌入式的裝備的細節	各住宅單位均裝配視像對講機連接住客入口大堂管理處。	
嵌入式的裝備的位置	視像對講機的位置請參閱「住宅物業機電裝置數量說明表」	

6. 設備

有關設備品牌名稱及產品型號，見下列「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。

1. Exterior Finishes

a.	External wall	Type of finishes	Podium: with ceramic tiles, natural stone, glass wall, curtain wall, aluminum cladding, aluminum louver and aluminum feature Residential tower: with ceramic tiles, curtain wall, aluminum cladding, aluminum louver and aluminum feature
b.	Window	Material of frame	Fluorocarbon coating aluminum frame
		Material of glass	Grey tinted glass for windows in residential units (except windows of bathrooms) Frosted glass for windows in bathrooms (For Flat A and F on 3/F to 27/F (4/F, 13/F, 14/F and 24/F omitted) and Flat A and E on 28/F to 29/F in bathrooms with windows only)
c.	Bay window	Material of bay window	Not applicable
		Material of window sill	Not applicable
d.	Planter	Types of finishes	Not applicable
e.	Verandah or balcony	Types of finishes	Balcony: Metal balustrade with laminated grey glass
			Floor: Porcelain tiles
			Wall: Ceramic tiles
			Ceiling: Installed with aluminum false ceiling
		Whether it is covered	Balcony is covered
f.	Drying facilities for clothing	Any verandah	Nil
		Type	Not applicable
		Material	Not applicable

2. Interior Finishes

			Wall	Floor	Ceiling	
a.	Lobby	G/F residential entrance lobby finishes	Natural stone, plastic laminate, stainless steel feature, grey mirror and stainless steel to exposed surface	Natural stone and stainless steel feature	Partly in black mirror stainless steel; Partly in gypsum board false ceiling with emulsion paint	
		Common lift lobby finishes	Laminated mirror glass panel, plastic laminate, stainless steel feature, hairline stainless steel to exposed surface	Porcelain tiles	Partly in plywood panel with emulsion paint; Partly in gypsum board false ceiling with emulsion paint	
			Wall	Ceiling		
b.	Internal wall and ceiling	Living room finishes	Emulsion paint	Finished with emulsion paint. Partly equipped with gypsum board false ceiling and ceiling bulkhead		
		Dining room finishes	Emulsion paint	Finished with emulsion paint. Partly equipped with gypsum board false ceiling and ceiling bulkhead		
		Bedroom finishes	Emulsion paint	Finished with emulsion paint. Partly equipped with gypsum board false ceiling and ceiling bulkhead		
			Floor	Skirting		
c.	Internal floor	Material of living room/ dining room	Engineered timber floor. Floor borders along glass door to balcony, utility platform and flat roof are natural stone.	Timber skirting		
		Material of bedroom	Engineered timber floor. Floor borders along glass door to balcony, utility platform and flat roof are natural stone.	Timber skirting		
			Wall	Floor	Ceiling	
d.	Bathroom	Type of finishes	Porcelain tiles to exposed surface	Finished with porcelain tiles. Partly in natural stone	Aluminum panel and aluminum louver	
		Whether the wall finishes run up to ceiling	The wall finishes run up to the bottom line of false ceiling			
			Wall	Floor	Ceiling	Cooking Bench
e.	Kitchen	Types of finishes	Grey mirror glass and emulsion paint (except areas covered by kitchen cabinet)	Ceramic tiles	Gypsum board false ceiling with emulsion paint	Solid surfacing material
		Whether the wall finishes run up to ceiling	The wall finishes run up to the bottom line of false ceiling			

3. Interior Fittings

			Material	Finishes	Accessories
a.	Doors	Main entrance door	Solid core fire rated timber door	Plastic laminate and stainless steel feature	Lockset, door closer, door stopper and eye viewer
		Balcony door	Aluminum frame finished with fluorocarbon coating	Grey tinted glass	Lockset, door stopper and door hinge
		Utility platform door (For Flat E and F on 3/F, Flat A, E and F on 5/F to 27/F (13/F, 14/F and 24/F omitted) and Flat A, D and E on 28/F to 29/F)	Aluminum frame finished with fluorocarbon coating	Grey tinted glass (For Flat E on 3/F to 27/F (4/F, 13/F, 14/F and 24/F omitted); For Flat D on 28/F to 29/F) Frosted Glass (For Flat F on 3/F; For Flat A and F on 5/F to 27/F (13/F, 14/F and 24/F omitted); For Flat A and E on 28/F to 29/F)	Lockset, door stopper and door hinge
		Flat roof door (For Flat A, B, C, D and E on 3/F)	Aluminum frame finished with fluorocarbon coating	Grey tinted glass	Lockset, door stopper and door hinge
		Bedroom door	Hollow core timber door	Plastic laminate	Lockset, door stopper and door hinge
		Bathroom door	Hollow core timber door with timber louver	Plastic laminate	Lockset, door stopper and door hinge
			Fittings & equipment	Type	Material
b.	Bathroom	(i) Type and material of fittings and equipment	Cabinet	Basin countertop	Natural stone
				Basin cabinet	Timber cabinet with plastic laminate finish
				Mirror cabinet	Timber cabinet with mirror, stainless steel, frosted glass and plastic laminate finish
			Other fittings	Wash basin mixer	Chrome plated
				Wash basin	Vitreous China
				Water closet	Vitreous China
				Towel bar	Chrome plated
				Paper holder	Chrome plated
				Robe hook	Chrome plated
				Shower compartment	Clear tempered glass
			Other equipment	For appliances provision and brand name, please refer to the “Appliances Schedule”	
		(ii) Type and material of water supply system	Cold water supply		Copper water pipes
			Hot water supply		Copper water pipes with thermal insulation
		(iii) Type and material of bathing facilities	Shower	Shower set	Chrome plated
		(iv) Size of bath tub	Not Applicable		
			Material	Finishes	Fittings & Equipment
c.	Kitchen	(i) Sink unit	Stainless steel		
		(ii) Water supply system	Copper water pipes for cold water supply are provided. Copper water pipes with thermal insulation for hot water supply are provided.		
		(iii) Kitchen cabinet	Timber cabinet	Plastic laminate	
		(iv) Type of all other fittings and equipment			Chrome plated sink mixer Fitted with the following fire service installations: sprinkler heads at the ceiling, addressable smoke detector with sounder base and full height wall having fire resistance rating of -/30/30. For other equipment and brand name, please refer to the “Appliances Schedule”
d.	Bedroom	Fittings (including built-in wardrobe)	Not Applicable		
e.	Telephone	Location and number of connection points	Please refer to the “Schedule of Electrical & Mechanical Provisions of Residential Properties”		
f.	Aerials	Location and number of connection points	Please refer to the “Schedule of Electrical & Mechanical Provisions of Residential Properties”		

3. Interior Fittings

		Fittings	Type
g.	Electrical installations	(i) Electrical fittings (including safety devices)	Electrical fittings
			Faceplate for all switches and power sockets
		Safety devices	Single phase electricity supply with miniature circuit breaker distribution board
		(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed. Other than those parts of the conduits concealed within concrete, the rest of them are exposed. The exposed conduits maybe covered or hidden by false ceiling, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.
		(iii) Location and number of power points and air-conditioner points	Please refer to the “Schedule of Electrical & Mechanical Provisions of Residential Properties”
h.	Gas supply	Type	Town Gas
		System	Separate gas meter with gas pipe is provided and connected to gas water heater for all residential units. Town gas point is provided in kitchen (For Flat B, C, D, F at 3/F, 5/F - 12/F, 15/F - 23/F, 25/F - 27/F and Flat A, B, C, E at 28/F - 29/F)
		Location	For the location of gas connection points, please refer to the “Schedule of Electrical & Mechanical Provisions of Residential Properties”
i.	Washer dryer connection point	Location	Please refer to the “Schedule of Electrical & Mechanical Provisions of Residential Properties”
		Design	Drain point and water point are provided for washer dryer
j.	Water supply	Material of water pipes	Copper water pipes for cold water supply are provided. Copper water pipes with thermal insulation for hot water supply are provided.
		Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed. Other than those parts of the conduits concealed within concrete, the rest of them are exposed. The exposed water pipes maybe covered or hidden by false ceiling, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.
		Whether hot water is available	Hot water supply is available to kitchen and bathroom

4. Miscellaneous

			Residential lift
a.	Lifts	(i) Brand name and model number	Brand name
			Toshiba
			Model number
			ELCOSMO-III/ CV620
		(ii) Number and floors served by the lifts	Number of lifts
			2
			Floors served by the lifts
			L1: G/F, 1/F - 3/F, 5/F - 12/F, 15/F - 23/F, 25/F - 29/F L2: G/F, 2/F - 3/F, 5/F - 12/F, 15/F - 23/F, 25/F - 29/F
b.	Letter box	Material	Hairline stainless steel
c.	Refuse collection	(i) Means of refuse collection	Collected by cleaners
		(ii) Location of refuse room	Refuse storage and material recovery room is provide at the common area on each residential floor Refuse storage and material recovery chamber is provided on G/F
d.	Water meter, electricity meter and gas meter		Water meter
			Electricity meter
			Gas meter
		(i) Location	Inside common water meter cabinet at each floor
		(ii) Whether they are separate or communal meters for residential properties	Separate meter
			Inside common electric meter cabinet at each floor
			Separate meter
			At balcony
			Separate meter

5. Security facilities

Item	Description
Security system and equipment	Access control and security system
	Visitor intercom panel with smart card reader for access control is provided at entrance lobby on G/F, and connected to video door phone with panic alarm function provided for each residential unit.
	CCTV
	CCTV system is installed at car park, entrance lobby on G/F, 1/F and 2/F lift lobby, covered landscaped area, planter, lifts, clubhouse and connected to the caretaker’s counter at entrance lobby and owner’s corporation office.
Details of built-in provisions	Video door phone connecting to caretaker’s counter at entrance lobby
Location of built-in provisions	For the location of video door phone, please refer to the “Schedule of Electrical & Mechanical Provisions of Residential Properties”

6. Appliances

For brand names and model numbers of appliances, please refer to Appliances Schedule.

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

設備說明表 APPLIANCES SCHEDULE			
三樓，五樓至十二樓，十五樓至二十三樓，二十五樓至二十七樓 A, B, C, D, E, F 單位及二十八樓至二十九樓 A, D, E 單位 3/F, 5/F-12/F, 15/F-23/F, 25/F-27/F Flat A, B, C, D, E, F and 28/F-29/F Flat A, D, E			
	品牌 Brand	型號 Model No.	
客廳／飯廳 LIVING ROOM/DINING ROOM			
分體式冷氣機 Split Type Air-Conditioner	日立 Hitachi	室內機 Indoor Unit	室外機 Outdoor Unit
		RAK - 50N6	RAM - 72Q9*
睡房 BEDROOM			
分體式冷氣機 Split Type Air-Conditioner	日立 Hitachi	室內機 Indoor Unit	室外機 Outdoor Unit
		RAK - 25N6	RAM - 72Q9*
開放式廚房 OPEN KITCHEN			
雙頭電磁爐 2 Zones Induction Hob	飛歌 Philco	PH2313IC	
嵌入式雪櫃 Built-in Fridge	飛歌 Philco	PBU1153A	
嵌入式燒烤微波爐 Built-in Microwave Oven With Grill	飛歌 Philco	PMG1620S	
拉趟式抽油煙機 Telescopic Cooker Hood	飛歌 Philco	GH1206S	
嵌入式洗衣乾衣機 Built-in Washer Dryer	飛歌 Philco	PBS1285BI	
浴室 BATHROOM			
風喉式抽氣扇 Duct In-line Fan	奧斯博格 Ostberg	LPK125 B-r	
煤氣恆溫熱水爐 Temperature-Modulated Gas Water Heater	TGC	RBOX16QL^	
露台 BALCONY			
煤氣恆溫熱水爐 Temperature-Modulated Gas Water Heater	TGC	RBOX16QL/ RBOX16QR#	

備註：

1. 上表 “*” 代表為客廳 / 飯廳及睡房共用室外機。
2. 上表 “^” 代表設備只適用於三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十九樓 A 單位。
3. 上表 “#” 代表單位將提供 RBOX16QL 或 RBOX16QR。
三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十七樓 B、C、E、F 單位及二十八樓至二十九樓 D、E 單位將提供 RBOX16QL。
三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十七樓 D 單位將提供 RBOX16QR。

Notes:

1. The symbol “*” as shown in the above table denotes the outdoor unit to be for common use for Living Room/ Dining Room and Bedroom.
2. The symbol “^” as shown in the above table denotes appliances only applicable to 3/F, 5/F-12/F, 15/F-23/F, 25/F-29/F Flat A.
3. The symbol “#” as shown in the above table denotes either RBOX16QL or RBOX16QR to be provided.
RBOX16QL to be provided for 3/F, 5/F-12/F, 15/F-23/F, 25/F-27/F Flat B, C, E, F and 28/F-29/F Flat D, E.
RBOX16QR to be provided for 3/F, 5/F-12/F, 15/F-23/F, 25/F-27/F Flat D.

設備說明表 APPLIANCES SCHEDULE			
二十八樓至二十九樓 B, C 單位 28/F-29/F Flat B, C			
	品牌 Brand	型號 Model No.	
客廳／飯廳 LIVING ROOM/DINING ROOM			
分體式冷氣機 Split Type Air-Conditioner	日立 Hitachi	室內機 Indoor Unit	室外機 Outdoor Unit
		RAS60YH7	RAC60YH7
睡房 1 BEDROOM 1			
分體式冷氣機 Split Type Air-Conditioner	日立 Hitachi	室內機 Indoor Unit	室外機 Outdoor Unit
		RAK - 25N6	RAM - 72Q9*
睡房 2 BEDROOM 2			
分體式冷氣機 Split Type Air-Conditioner	日立 Hitachi	室內機 Indoor Unit	室外機 Outdoor Unit
		RAK - 50N6	RAM - 72Q9*
開放式廚房 OPEN KITCHEN			
雙頭電磁爐 2 Zones Induction Hob	飛歌 Philco	PH2313IC	
嵌入式雪櫃 Built-in Fridge	飛歌 Philco	PBTR122	
嵌入式燒烤微波爐 Built-in Microwave Oven With Grill	飛歌 Philco	PMG1620S	
拉趟式抽油煙機 Telescopic Cooker Hood	飛歌 Philco	GH1206S	
嵌入式洗衣乾衣機 Built-in Washer Dryer	飛歌 Philco	PBS1285BI	
浴室 BATHROOM			
風喉式抽氣扇 Duct In-line Fan	奧斯博格 Ostberg	LPK125 B-r	
露台 BALCONY			
煤氣恆溫熱水爐 Temperature-Modulated Gas Water Heater	TGC	RBOX16QL/ RBOX16QR [#]	

備註：

1. 上表 “*” 代表為睡房 1 及睡房 2 共用室外機。

2. 上表 “#” 代表單位將提供 RBOX16QL 或 RBOX16QR。

二十八樓至二十九樓 B 單位將提供 RBOX16QL。

二十八樓至二十九樓 C 單位將提供 RBOX16QR。

Notes:

1. The symbol “*” as shown in the above table denotes the outdoor unit to be for common use for Bedroom 1 and Bedroom 2.

2. The symbol “#” as shown in the above table denotes either RBOX16QL or RBOX16QR to be provided for the flat.

RBOX16QL to be provided for 28/F-29/F Flat B.

RBOX16QR to be provided for 28/F-29/F Flat C.

住宅物業機電裝置數量說明表
SCHEDULE OF ELECTRICAL & MECHANICAL PROVISIONS OF RESIDENTIAL PROPERTIES

位置 Location	描述 Description	三樓 3/F						五樓至十二樓, 十五樓至二十三樓, 二十五樓至二十七樓 5/F-12/F, 15/F-23/F, 25/F-27/F						二十八樓 28/F					二十九樓 29/F				
		A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	A	B	C	D	E
客廳 / 飯廳 / 走廊 Living Room/ Dining Room/ Corridor	13 安培雙位電插座 13A Twin Socket Outlet	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	電視 / 電台天線插座 TV/FM Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電話插座 Telephone Outlet	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13 安培分體式冷氣機接線座 13A Fused Spur Unit for Split Type Air-conditioner	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	視像對講機 Video Door Phone	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	二位開關掣 Two Gang Switch	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	1	1	-	-
	一位燈掣 One Gang Lighting Switch	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	-	1	1	1	1	-
	二位燈掣 Two Gang Lighting Switch	2	2	2	2	2	1	2	2	2	2	2	1	2	2	2	2	1	2	2	2	2	1
	三位燈掣 Three Gang Lighting Switch	-	-	-	-	-	1	-	-	-	-	-	1	-	1	1	-	1	-	1	1	-	1
	燈座 Light Point	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
睡房 / 睡房 1 Bedroom / Bedroom 1	筒燈 Downlight	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13 安培雙位電插座 13A Twin Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13 安培單位電插座 13A Single Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13 安培分體式冷氣機接線座 13A Fused Spur Unit for Split Type Air-conditioner	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電視 / 電台天線插座 TV/FM Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電話插座 Telephone Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	二位開關掣 Two Gang Switch	1	1	1	1	1	1	1	1	1	1	1	1	1	-	-	1	1	1	-	-	1	1
	一位燈掣 One Gang Lighting Switch	1	-	-	-	-	1	1	1	1	1	-	1	1	1	1	-	1	1	1	1	-	1
	二位燈掣 Two Gang Lighting Switch	-	2	2	2	2	-	-	1	1	1	2	-	-	-	-	2	-	-	-	-	2	-
	三位燈掣 Three Gang Lighting Switch	1	-	-	-	-	1	1	-	-	-	-	1	1	-	-	-	1	1	-	-	-	1
	燈座 Light Point	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

備註：
上表 "-" 代表不提供

Note:
The Symbol "-" as shown in the above table denotes "Not Provided".

住宅物業機電裝置數量說明表
SCHEDULE OF ELECTRICAL & MECHANICAL PROVISIONS OF RESIDENTIAL PROPERTIES

位置 Location	描述 Description	三樓 3/F						五樓至十二樓, 十五樓至二十三樓, 二十五樓至二十七樓 5/F-12/F, 15/F-23/F, 25/F-27/F						二十八樓 28/F					二十九樓 29/F				
		A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	A	B	C	D	E
睡房 2 Bedroom 2	13 安培雙位電插座 13A Twin Socket Outlet	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	1	1	-	-
	13 安培單位電插座 13A Single Socket Outlet	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	1	1	-	-
	13 安培分體式冷氣機接線座 13A Fused Spur Unit for Split Type Air-conditioner	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	1	1	-	-
	電視 / 電台天線插座 TV/FM Outlet	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	1	1	-	-
	電話插座 Telephone Outlet	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	1	1	-	-
	二位燈掣 Two Gang Lighting Switch	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	1	1	-	-
	燈座 Light Point	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2	-	-	-	2	2	-	-
浴室 Bathroom	13 安培單位電插座 13A Single Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	煤氣熱水爐恆溫掣 Gas Water Heater Remote Thermostat	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	筒燈 Downlight	2	2	2	2	2	2	2	2	2	2	2	2	2	3	3	2	2	2	3	3	2	2
	燈槽 Light Trough	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
開放式廚房 Open Kitchen	13 安培雙位電插座 13A Twin Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	20 安培電磁爐防水開關掣 20A Weatherproof Switch for Induction Hob	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13 安培雪櫃單位電插座 13A Single Socket Outlet for Fridge	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13 安培抽油煙機單位電插座 13A Single Socket Outlet for Telescopic Hood	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13 安培洗衣乾衣機單位電插座 13A Single Socket Outlet for Washer Dryer	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13 安培微波爐單位電插座 13A Single Socket Outlet for Microwave	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	大門鐘 Door Bell	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	燈槽 Light Trough	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	微型斷路器配電箱 Miniature Circuit Breaker Board	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	煤氣接駁點 Gas Connection Point	-	1	1	1	-	1	-	1	1	1	-	1	1	1	1	-	1	1	1	1	-	1
	洗衣乾衣機來 / 去水接駁位 Water Inlet / Outlet Connection Point for Washer Dryer	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

備註：
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Note:
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住宅物業機電裝置數量說明表
SCHEDULE OF ELECTRICAL & MECHANICAL PROVISIONS OF RESIDENTIAL PROPERTIES

位置 Location	描述 Description	三樓 3/F						五樓至十二樓, 十五樓至二十三樓, 二十五樓至二十七樓 5/F-12/F, 15/F-23/F, 25/F-27/F						二十八樓 28/F					二十九樓 29/F				
		A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	A	B	C	D	E
露台 Balcony	掛牆燈 Wall Mount Light	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
工作平台 Utility Platform	掛牆燈 Wall Mount Light	-	-	-	-	1	1	1	-	-	-	1	1	1	-	-	1	1	1	-	-	1	1
平台 Flat Roof	13 安培防水單位電插座 13A Single Socket Outlet (Weather Proof Type)	2	2	2	2	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	掛牆燈 Wall Mount Light	9	2	2	4	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
天台 Roof	13 安培防水單位電插座 13A Single Socket Outlet (Weather Proof Type)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	1
	一位防水燈掣 One Gang Weatherproof Lighting Switch	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	1
	掛牆燈 Wall Mount Light	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	6	6	6	6
	微型斷路器配電箱 Miniature Circuit Breaker Board	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	1

備註：
上表 "-" 代表不提供

Note:
The Symbol "-" as shown in the above table denotes "Not Provided".

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。
煤氣由香港中華煤氣有限公司供應。

Potable and flushing water is supplied by Water Supplies Department.
Electricity is supplied by CLP Power Hong Kong Limited.
Towngas is supplied by The Hong Kong and China Gas Company Limited.

賣方（擁有人）將會繳付或已繳付（視屬何情況而定）有關指明住宅物業的地稅直至及包括指明住宅物業之買賣成交日期。

The vendor (Owner) will pay or has paid (as the case may be) all outstanding Government rent payable for the specified residential property up to and including the completion date of the sale and purchase of the specified residential property.

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

備註：

根據發展項目之公契擬稿，買方須向發展項目的管理人（而非擁有人）支付水、電力及氣體的按金及支付清理廢料的費用。

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

Note:

Pursuant to the draft deed of mutual covenant of the Development, the purchaser should pay to the manager of the Development (not the Owner) the deposits for water, electricity and gas and debris removal fee.

27

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

按買賣合約的規定，凡任何發展項目的指明住宅物業或於相關買賣合約列出之該物業內的裝置，裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。

As provided in the agreement for sale and purchase, the vendor shall at its own cost and as soon as reasonably practicable after receipt of a written notice served by the purchaser within 6 months after the date of completion of the sale and purchase of any specified residential property of the Development, remedy any defects in such property, or its fitting, finishes or appliances as set out in the agreement for sale and purchase concerned, caused otherwise than by the act or neglect of the purchaser.

28

斜坡維修

MAINTENANCE OF SLOPES

不適用

Not Applicable

29

修訂

MODIFICATION

本發展項目現時並沒有向政府提出申請修訂批地文件。

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

發展項目中的住宅物業內之三樓、五樓至十二樓、十五樓至二十三樓、二十五樓至二十七樓 A 及 E 單位及二十八樓至二十九樓 D 單位內不能明火煮食。

Flame cooking is not allowed in the residential properties of Flat A & E on 3/F, 5/F-12/F, 15/F-23/F, 25/F-27/F and Flat D on 28/F-29/F of the Development.

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

The address of the website designated by the vendor for the Development for the purposes of Part 2 of the Residential Properties (First-hand Sales) Ordinance:
www.theamused.hk

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。

根據《建築物（規劃）規例》第 23(3)(b) 條不計算的總樓面面積		面積（平方米）
1.	停車場及上落客貨地方（公共交通總站除外）	59.438
2.	機房及相類設施	
2.1(#)	所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施及必要機房，例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等	118.775
2.2(#)	所佔面積不受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施及必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	404.493
2.3	非強制性／非必要機房，例如空調機房、風櫃房等	不適用
根據《建築物（規劃）規例》第 23A(3) 條不計算的總樓面面積		
3.	供人離開或到達旅館時上落汽車的地方	不適用
4.	旅館的輔助性設施	不適用
根據《聯合作業備考》第 1 號和第 2 號提供的環保設施		
5.	住宅樓宇露台	136.004
6.	加闊的公用走廊及升降機大堂	不適用
7.	公用空中花園	不適用
8.	非住宅樓宇的公用平台花園	不適用
9.	隔聲簷	不適用
10.	翼牆、捕風器及風斗	不適用
11.	非結構性預製外牆	73.766
12.	工作平台	51.750
13.	隔音屏障	不適用
適意設施		
14.(#)	供保安人員和管理處員工使用的櫃枱、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室	12.624
15.(#)	住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等	78.515
16.	有上蓋的園景區及遊樂場	68.608
17.	橫向屏障／有蓋人行道、花棚	不適用
18.	擴大升降機井道	93.944
19.	煙囪管道	不適用
20.(#)	其他非強制性或非必要機房，例如爐房、衛星電視共用天線房	不適用
21.(#)	強制性設施或必要機房所需的管槽、氣槽	22.191
22.	非強制性設施或非必要機房所需的管槽、氣槽	不適用
23.(#)	環保系統及設施所需的機房、管槽及氣槽	26.884
24.	非住用發展項目中電影院、商場等的較高的淨高及前方中空	不適用
25.	非住用發展項目的公用主要入口（尊貴入口）上方的中空	不適用
26.	複式住宅單位及洋房的中空	不適用
27.	其他伸出物，如空調機箱或伸出外牆超過 750 毫米的空調機平台	不適用
其他項目		
28.	庇護層，包括庇護層兼空中花園	不適用
29.	其他伸出物	不適用
30.	公共交通總站	不適用
31.	共用構築物及樓梯	不適用
32.	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	26.461
33.	公眾通道	不適用
34.	因樓宇後移導致的覆蓋面積	不適用
額外總樓面面積		
35.	額外總樓面面積	不適用

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

有關建築物的環境評估

發展項目獲得綠建環評 1.2 版（新建建築）暫定金級。



發展項目的公用部分的預計能量表現或消耗

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

第 I 部分					
提供中央空調		沒有			
提供具能源效益的設施		沒有			
擬安裝的具能源效益的設施		沒有			

第 II 部分：擬興建樓宇 / 部分樓宇預計每年能源消耗量（備註 1）:-					
位置	使用有關裝置的 內部樓面面積（平 方米）	基線樓宇每年能源消耗量（備註 2）		擬興建樓宇每年能源消耗量	
		電力 千瓦小時 / 平方米 / 年	煤氣 / 石油氣 用量單位 / 平方米 / 年	電力 千瓦小時 / 平方米 / 年	煤氣 / 石油氣 用量單位 / 平方米 / 年
有使用中央 屋宇裝備裝置 （備註 3）的部份	1475	197.6	不適用	162.3	不適用

備註：

一般來說，樓宇的預計每年每平方米能源消耗量愈低，樓宇的能源消耗愈有效。例如，如果擬興建樓宇的預計每年能源消耗量少於基線樓宇預計的每年能源消耗量，則表示擬興建樓宇的預計能源使用較基線樓宇有效。減少愈多，效能愈大。

- 預計每年每平方米能源消耗量〔以耗電量（千瓦小時）及煤氣 / 石油氣消耗量用量單位〕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：
 - “每年能源消耗量”與新建樓宇 BEAM Plus 標準（1.2 版）第 4 節及附錄 8 中的「年能源消耗」具有相同涵義；及
 - 樓宇、空間或單位的“內部樓面面積”，指外牆及 / 或共用牆的內壁之內表面起量度出來的樓面面積。
- “基線樓宇”與新建樓宇 BEAM Plus 標準（1.2 版）第 4 節及附錄 8 中的“基準建築物模型（零分標準）”具有相同涵義。
- “中央屋宇裝備裝置”與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。

第 III 部分：以下裝置乃按機電工程署公布的相關實務守則設計 :-	
裝置類型	
照明裝置	是
空調裝置	是
電力裝置	是
升降機及自動梯的裝置	是
以總能源為本的方法	不適用

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

Disregarded GFA under Building (Planning) Regulations 23(3)(b) :-		Area (sq.m.)
1 .	Carpark and loading/unloading area excluding public transport terminus	59.438
2 .	Plant rooms and similar services	
2 .1(#)	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc.	118.775
2 .2(#)	Mandatory feature or essential plant room, area of which is NOT limited by any Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (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.	404.493
2 .3	Non-mandatory or non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.	N/A
Disregarded GFA under Building (Planning) Regulations 23A(3)		
3 .	Area for picking up and setting down persons departing from or arriving at the hotel by vehicle	N/A
4 .	Supporting facilities for a hotel	N/A
Green Features under Joint Practice Notes 1 and 2		
5 .	Balcony for residential buildings	136.004
6 .	Wider common corridor and lift lobby	N/A
7 .	Communal sky garden	N/A
8 .	Communal podium garden for non-residential buildings	N/A
9 .	Acoustic fin	N/A
10 .	Wing wall, wind catcher and funnel	N/A
11 .	Non-structural prefabricated external wall	73.766
12 .	Utility platform	51.750
13 .	Noise barrier	N/A
Amenity Features		
14 .(#)	Counter, office, store, guard room and lavatory for watchman and management staff, Owner's Corporation Office	12.624
15 .(#)	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc. serving solely the recreational facilities	78.515
16 .	Covered landscaped and play area	68.608
17 .	Horizontal screen/covered walkway, trellis	N/A
18 .	Larger lift shaft	93.944
19 .	Chimney shaft	N/A
20 .(#)	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	N/A
21 .(#)	Pipe duct, air duct for mandatory feature or essential plant room	22.191
22 .	Pipe duct, air duct for non-mandatory or non-essential plant room	N/A
23 .(#)	Plant room, pipe duct, air duct for environmentally friendly system and feature	26.884
24 .	High headroom and void in front of cinema, shopping arcade etc. in non-domestic development	N/A
25 .	Void over main common entrance (Prestige entrance) in non-domestic development	N/A
26 .	Void in duplex domestic flat and house	N/A
27 .	Other projections such as air-conditioning box and platform with a projection of more than 750mm from the external walls	N/A
Other Exempted Areas		
28 .	Refuge floor including refuge floor cum sky garden	N/A
29 .	Other projections	N/A
30 .	Public transport terminus (PTT)	N/A
31 .	Party structure and common staircase	N/A
32 .	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	26.461
33 .	Public passage	N/A
34 .	Covered set back area	N/A
Bonus GFA		
35 .	Bonus GFA	N/A

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

The Environmental Assessment of the Building

The development has achieved the PROVISIONAL GOLD rating under the BEAM Plus V1.2 for New Buildings.

Green Building Certification

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

Provisional
GOLD

Application no.: PAG0029/17



PROVISIONAL
GOLD

NB V1.2 2016

HKGBC
BEAM Plus

Part III: The following installations are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD)	
Type of Installations	
Lighting Installations	YES
Air Conditioning Installations	YES
Electrical Installations	YES
Lift & Escalator Installations	YES
Performance-based Approach	Not applicable

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

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

Part I					
Provision of Central Air Conditioning		NO			
Provision of Energy Efficient Features		NO			
Energy Efficient Features proposed		NO			

Part II: The predicted annual energy use of the proposed building/ part of building (Note 1)					
Location	Internal Floor Area Served (m ²)	Annual Energy Use of Baseline Building (Note 2)		Annual Energy Use of Proposed Building	
		Electricity kWh/ m ² / annum	Town Gas/ LPG unit/ m ² / annum	Electricity kWh/ m ² / annum	Town Gas/ LPG unit/ m ² / annum
Area served by central building services installation (Note 3)	1475	197.6	Not Applicable	162.3	Not Applicable

Notes:

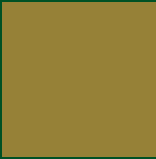
- In general, the lower the estimated “Annual Energy Use” of the building, the more efficient the building in terms of energy use. For example, if the estimated “annual energy use of proposed building” is less than the estimated “annual energy use of baseline building”, it means the predicted use of 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 per m² per annum, in terms of electricity consumption (kWh) and town gas/LPG consumption (unit) of the development by the internal floor area served, where:-
 - “total annual energy use” has the same meaning of “annual energy use” under Section 4 and Appendix 8 of the BEAM Plus for New Building (v 1.2); and
 - “internal floor area”, in relation to 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.
 - “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 (v 1.2).
 - “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation issued by the Electrical and Mechanical Services Department.

1. 買方須於正式買賣合約（「買賣合約」）下與賣方約定，除訂立按揭或押記外，在買賣完成及簽署轉讓契前，買方不得提名任何人士接受買賣合約指明之住宅單位或停車位之轉讓、轉售該住宅單位或停車位或以任何形式轉移該住宅單位或停車位之買賣合約之權益、或訂立任何有關上述提名、轉售或轉移權益之協議。
 2. 若賣方應買賣合約下買方要求同意（同意與否賣方有酌情權決定）取消買賣合約或買賣合約下買方之責任，賣方有權保留等同買賣合約指明之住宅單位及停車位總售價 5% 之金額，另買方須向賣方繳付或補還（視屬何情況而定）所有與取消買賣合約有關之法律費用、收費及開銷（包括任何印花稅）。
 3. 賣方將會或已經（視屬何情況而定）支付所有有關發展項目在其上興建之土地於批地文件日期起計至相關買家轉讓契日期（包括該轉讓的日期）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. 在批地文件特別條件第 (3) 條提及有關「現有建築物和構築物」及「延伸結構」的資料和要求
請參閱本售樓說明書的批地文件的摘要章節中的第 5 段（第 34 頁）
 6. 在批地文件特別條件第 (3) 條提及有關「侵佔物」及「附加結構」的資料和要求
請參閱本售樓說明書的批地文件的摘要章節中的第 5 段（第 34 頁）
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 calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
 5. Information and requirements relating to the “Existing Buildings and Structures” and the “Extended Structures” as referred to in Special Condition No. (3) of the Land Grant
Please refer to paragraph 5 of the Summary of Land Grant section in this sales brochure (pages 38-39)
 6. Information and requirements relating to the “Encroachment” and the “Affixing Structures” as referred to in Special Condition No. (3) of the Land Grant
Please refer to paragraph 5 of the Summary of Land Grant section of this sales brochure (pages 38-39)

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

檢視 / 修改日期 Examination / Revision Date	2017年8月15日 檢視版本之頁次 Page number in version with examination date on 15 August 2017	2017年11月9日 檢視版本之頁次 Page number in revised version with examination date on 9 November 2017	所作修改 Revision Made
2017年11月9日 9 November 2017	14	14	更新發展項目的所在位置圖 Location plan of the development is updated
	15	15a,15b	新增發展項目的鳥瞰照片 New Aerial photographs of the development are added
	58-59	58-59	更新設備說明表 Appliances Schedule is updated
	60	60	更新住宅物業機電裝置數量說明表 Schedule of Electrical & Mechanical Provisions of Residential Properties is updated

檢視 / 修改日期 Examination / Revision Date	2017年11月9日 檢視版本之頁次 Page number in version with examination date on 9 November 2017	2018年2月8日 檢視版本之頁次 Page number in revised version with examination date on 8 February 2018	所作修改 Revision Made
2018年2月8日 8 February 2018	14	14	更新發展項目的所在位置圖 Location plan of the development is updated
	15	15	更新發展項目的鳥瞰照片 Aerial photograph of the development is updated
	15a, 15b	15a, 15b	移除發展項目的鳥瞰照片 Aerial photographs of the development are removed
	58	58	更新設備說明表 Appliances Schedule is updated
	62	62	更新住宅物業機電裝置數量說明表 Schedule of Electrical & Mechanical Provisions of Residential Properties is updated



檢視 / 修改日期 Examination / Revision Date	2018年2月8日 檢視版本之頁次 Page number in version with examination date on 8 February 2018	2018年5月7日 檢視版本之頁次 Page number in revised version with examination date on 7 May 2018	所作修改 Revision Made
2018年5月7日 7 May 2018	14	14	更新發展項目的所在位置圖 Location plan of the development is updated
	15	15	更新發展項目的鳥瞰照片 Aerial photograph of the development is updated
	17	17	更新關乎發展項目的分區計劃大綱圖等 Outline zoning plan etc. relating to the development is updated
	19	19	更新發展項目的布局圖 Layout plan of the development is updated
	20-24	20-24	更新發展項目的住宅物業的樓面平面圖 Floor plans of residential properties in the development are updated
	27	27	更新發展項目中的停車位的樓面平面圖 Floor plans of parking spaces in the development are updated
	49	49	更新立面圖 Elevation plan is updated



檢視 / 修改日期 Examination / Revision Date	2018年5月7日 檢視版本之頁次 Page number in version with examination date on 7 May 2018	2018年8月6日 檢視版本之頁次 Page number in revised version with examination date on 6 August 2018	所作修改 Revision Made
2018年8月6日 6 August 2018	9	9	更新賣方及有參與發展項目的其他人的資料 Information on vendor and others involved in the development is updated
	14	14	更新發展項目的所在位置圖 Location plan of the development is updated
	15	15	更新發展項目的鳥瞰照片 Aerial photograph of the development is updated
	53, 56	53, 56	更新裝置、裝修物料及設備 Fittings, Finishes and Appliances are updated

檢視 / 修改日期 Examination / Revision Date	2018年8月6日 檢視版本之頁次 Page number in version with examination date on 6 August 2018	2018年11月5日 檢視版本之頁次 Page number in revised version with examination date on 5 November 2018	所作修改 Revision Made
2018年11月5日 5 November 2018	8	8	更新發展項目的資料 Information on the Development is updated
	14	14	更新發展項目的所在位置圖 Location plan of the development is updated
	20-24	20-24	更新發展項目的住宅物業的樓面平面圖 Floor Plans of Residential Properties in the development are updated
	49	49	更新立面圖 Elevation Plan is updated
	50	50	更新發展項目中的公用設施的資料 Information on Common Facilities in the Development is updated

