

EDITION 178



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一手住宅物業買家須知

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

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.

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 crosssection 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

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.

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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.

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Land Registry will not be regarded as "relevant information":

- the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
- interior and exterior fittings and finishes and appliances;
- the basis on which management fees are shared;
- whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
- whether individual owners have responsibility to maintain slopes.

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

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

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

 Check with the vendor which residential properties are available for selection. If a "consumption table" is displayed by the vendor at the sales office, you may check from the table information on the progress of sale on a date of sale, including which residential properties are offered for sale at the beginning of that date of sale and which of them have been selected and sold during that date of sale.

• Do not believe in rumours about the sales condition of the development and enter into a PASP rashly.

8. Register of Transactions

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

9. Agreement for sale and purchase

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

- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

10. Expression of intent of purchasing a residential property

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

11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.
- Before you appoint an estate agent to look for a property, you should -
 - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
 - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and

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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
- 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.

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.

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 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

一手住宅物業買家須知

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

3. 價單、支付條款,以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售,因此應留意有關的銷售安排,以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品,或任何財務優惠或利益,上述資訊亦會在價單內列明。

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

4. 物業的面積及四周環境

- 留意載於售樓説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。
- 售樓説明書必須顯示發展項目中所有住宅物業的樓面平面圖。在 售樓説明書所載有關發展項目中住宅物業的每一份樓面平面圖, 均須述明每個住宅物業的外部和內部尺寸²。售樓説明書所提供有 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;參閱載於售樓説明書內的位置 圖、鳥瞰照片、分區計劃大綱圖,以及橫截面圖。

5. 售樓説明書

- 確保所取得的售樓説明書屬最新版本。根據條例,提供予公眾的售樓説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。
- 閲覽售樓説明書,並須特別留意以下資訊:
 - 售樓說明書內有否關於「有關資料」的部分,列出賣方知悉 但並非為一般公眾人士所知悉,關於相當可能對享用有關住 宅物業造成重大影響的事宜的資料。請注意,已在土地註冊 處註冊的文件,其內容不會被視為「有關資料」;
- 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。
- 程據條例附表1第1部第10(2)(d)條述明,售樓説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。

- 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

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

7. 售樓處內有關可供揀選住宅物業的資料

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

8. 成交紀錄冊

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

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備,須在臨時買賣合約和買賣合約上列明。

一手住宅物業買家須知

- 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

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 説明書。因此,緊記先行索取售樓説明書,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

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

• 收樓日期

- 條例規定買賣合約須載有強制性條文,列明賣方須於買賣合約內列出的預計關鍵日期後的14日內,以書面為發展項目申

請佔用文件、合格證明書,或地政總署署長的轉讓同意(視屬何種情況而定)。

- ▶ 如發展項目屬地政總署預售樓花同意方案所規管,賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準),就賣方有能力有效地轉讓有關物業一事,以書面通知買家;或
- ▶ 如發展項目並非屬地政總署預售樓花同意方案所規管,賣 方須在佔用文件(包括佔用許可證)發出後的六個月內, 就賣方有能力有效地轉讓有關物業一事,以書面通知買 家。
- 條例規定買賣合約須載有強制性條文,列明有關物業的買賣 須於賣方發出上述通知的日期的14日內完成。有關物業的買 賣完成後,賣方將安排買家收樓事宜。
- 認可人十可批予在預計關鍵日期之後完成發展項目
 - 條例規定買賣合約須載有強制性條文,列明發展項目的認可 人士可以在顧及純粹由以下一個或多於一個原因所導致的延 遲後,批予在預計關鍵日期之後,完成發展項目:
 - ▶ 工人罷工或封閉工地;
 - ▶ 暴動或內亂;
 - ▶ 不可抗力或天災;
 - ▶ 火警或其他賣方所不能控制的意外;
 - ▶ 戰爭;或
 - ▶ 惡劣天氣。
 - 發展項目的認可人士可以按情況,多於一次批予延後預計關鍵日期以完成發展項目,即收樓日期可能延遲。
 - 條例規定買賣合約須載有強制性條文,列明賣方須於認可人士批予延期後的14日內,向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問,可向賣方查詢。

適用於一手已落成住宅物業

16. 賣方資料表格

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

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。

一手住宅物業買家須知

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

INFORMATION ON THE DEVELOPMENT

發展項目的資料

Name of Development Edition 178

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

178 Hing Fong Road

The total number of storeys of each multi-unit building 23 storeys (excluding main roof, upper roof 1, upper roof 2, and top roof)

The floor numbering in each multi-unit building as provided in the approved building plans for the Development

B1/F, G/F, 1/F, 2/F, 3/F, 5/F-12/F, 15/F-23/F, 25/F

The omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order

4/F, 13/F, 14/F, 24/F

The refuge floors of each multi-unit building No Refuge Floor 發展項目名稱

豐寓

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 興芳路178號

每幢多單位建築物的樓層的總數

23層 (不包括天台、上層天台1、上層天台2及頂層天台)

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

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

每幢多單位建築物內的庇護層 不設庇護層

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方及有參與發展項目的其他人的資料

Vendor

Team Worldwide Limited (as "Owner") 1

Vervain Resources Limited (as "Person so engaged") ²

Holding company of the Vendor

Holding company of the Owner (Team Worldwide Limited)

Global Convention Limited

Holding company of the Person so engaged (Vervain Resources Limited)

Crosby Investment Holdings Inc.

Authorized Person for the Development

Mr. Cheng Yuk Leung

The firm or corporation of which the Authorized Person for the Development is a proprietor,

director or employee in his or her professional capacity

Aedas Limited

Building contractor for the Development

Ching Lee Engineering Ltd.

Firms of Solicitors acting for the Owner in relation to the sale of residential properties in

the Development

Woo Kwan Lee & Lo

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

The Hongkong and Shanghai Banking Corporation Limited (All loans have been repaid in full)

Other person who has made a loan for the construction of the Development

Global Convention Limited

賣方

添宙有限公司(作為"擁有人")1

豐資源有限公司(作為"如此聘用的人")2

賣方的控權公司

擁有人(添宙有限公司)的控權公司

Global Convention Limited

如此聘用的人(豐資源有限公司)的控權公司

Crosby Investment Holdings Inc.

發展項目的認可人士

鄭育良先生

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

Aedas Limited

發展項目的承建商

正利工程有限公司

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

胡關李羅律師行

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構

香港上海滙豐銀行有限公司 (所有貸款已全數清還)

已為發展項目的建造提供貸款的其他人

Global Convention Limited

Notes

1 "Owner" means the legal or beneficial owner of the Development.

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

備註:

1 "擁有人"指發展項目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。

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RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

(a)	The Vendor or a building contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of an Authorized Person for the Development;	賣方或有關發展項目的承建商屬 個人,並屬該項目的認可人士的 家人;	Not applicable 不適用
(b)	The Vendor or a building contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of such an Authorized Person;	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;	Not applicable 不適用
(c)	The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an Authorized Person;	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;	Not applicable 不適用
(d)	The Vendor or a building contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of an associate of such an Authorized Person;	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;	Not applicable 不適用
(e)	The Vendor or a building contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of an associate of such an Authorized Person;	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:	Not applicable 不適用
(f)	The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of an associate of such an Authorized Person;	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;	Not applicable 不適用
(g)	The Vendor or a building contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development;		Not applicable 不適用
(h)	The Vendor or a building contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development;	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;	Not applicable 不適用

(i)	The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of a proprietor of such a firm of solicitors;	賣方或該項目的承建商屬法團, 而賣方或承建商(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;	Not applicable 不適用
(j)	The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a private company, and an Authorized Person for the development, or an associate of such an Authorized Person, holds at least 10% of the issued shares in that Vendor, holding company or contractor;	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:	Not applicable 不適用
(k)	The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a listed company, and such an Authorized Person, or such an associate, holds at least 1% of the issued shares in that Vendor, holding company or contractor;	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:	Not applicable 不適用
(1)	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;	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;	Not applicable 不適用
(m)	The Vendor or a building contractor for the Development is a partnership, and such an Authorized Person, or such an associate, is an employee of that Vendor or contractor;	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;	Not applicable 不適用
(n)	The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development holds at least 10% of the issued shares in that Vendor, holding company or contractor;	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;	Not applicable 不適用
(0)	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;	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:	Not applicable 不適用

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

(p)	The Vendor or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;	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;	Not applicable 不適用
(q)	The Vendor or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor or contractor;	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;	Not applicable 不適用
(r)	The Vendor or a building contractor for the Development is a corporation, and the corporation of which an Authorized Person for the Development is a director or employee in his or her professional capacity is an associate corporation of that Vendor or contractor or of a holding company of that Vendor;	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:	Not applicable 不適用
(s)	The Vendor or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that Vendor or of a holding company of that Vendor.	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。	Not applicable 不適用

INFORMATION ON DESIGN OF THE DEVELOPMENT

發展項目的設計的資料

There are no non-structural prefabricated external walls forming part of the enclosing walls of the Development.

There are no curtain walls forming part of the enclosing walls of the Development.

發展項目沒有構成圍封牆的一部份的非結構的預製外牆。 發展項目沒有構成圍封牆的一部份的幕牆。

INFORMATION ON PROPERTY MANAGEMENT

物業管理的資料

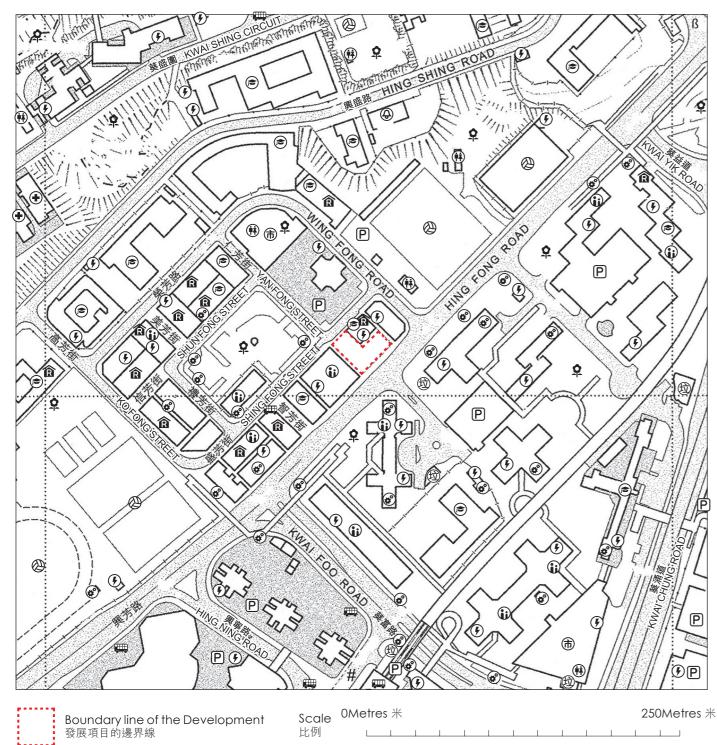
The Manager of the Development appointed under the latest draft deed of mutual covenant as at the date on which sales brochure is printed:-

New Charm Management Limited

根據有關公契在售樓説明書的印製日期的最新擬稿,獲委任為發展項目的管理人的人:-新卓管理有限公司

LOCATION PLAN OF THE DEVELOPMENT

發展項目的所在位置圖



Notes:

- 1. 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.
- 2. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

The Location Plan is prepared by the Vendor with reference to the Survey Sheet No. 7-SW-C dated 15th October 2018 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

The map is reproduced with permission of the Director of Lands. © The Government of Hong Kong SAR. Licence No. 59/2017.

所在位置圖是參考於2018年10月15日出版之地政總署測繪處之測繪圖7-SW-C,並由賣方擬備,有需要處經修正處理。 地圖版權屬香港特區政府,經地政總署准許複印,版權特許編號59/2017。

NOTATION 圖例

- Clinic 診療所
- Fire Station 消防局
- Market (including a Wet Market and a Wholesale Market)
 市場(包括濕貨市場及批發市場)
- Refuse Collection Point 垃圾收集站
- P Public Carpark (including a Lorry Park) 公眾停車場(包括貨車停泊處)
- Power Plant (including Electricity Sub-stations) 發電廠 (包括電力分站)
- Public Convenience 公廁

- Public Transport Terminal (including a Rail Station) 公共交通總站 (包括鐵路車站)
- Public Utility Installation 公用事業設施裝置
- Public Park 公園
- Religious Institution
 (including a Church, a Temple and a Tsz Tong)
 宗教場所 (包括教堂、廟宇及祠堂)
- School (including a kindergarten) 學校(包括幼稚園)
- Social Welfare Facilities
 (including an Elderly Centre and a Home for
 the Mentally Disabled)
 社會福利設施
 (包括老人中心及弱智人士護理院)
- Sports Facilities (including a Sports Ground and a Swimming Pool) 體育設施(包括運動場及游泳池)

Street name(s) not shown in full in the Location Plan of the Development: 於發展項目的所在位置圖未能顯示之街道全名:

KWAI YAN ROADMEI FONG STREETCHE FONG STREETLAI FONG STREET葵仁路美芳街智芳街禮芳街

TAI WO HAU ROAD 大窩口道

備註

- 1. 賣方建議買家到有關發展地盤作實地考察,以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
- 2. 由於發展項目的邊界不規則的技術原因,此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE DEVELOPMENT

發展項目的鳥瞰照片



Location of the Development
 發展項目的位置



Adapted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6000 feet, Photo No. E033898C dated 10th March 2018.

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在6000呎的飛行高度拍攝之鳥瞰照片,照片編號E033898C,日期為2018年3月10日。

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。

NOTES:

- 1. The copy of the aerial photograph of the Development is available for free inspection at the sales office during opening hours.
- 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. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

- 1. 發展項目的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
- 2. 賣方建議準買家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. 由於發展項目的邊界不規則的技術原因,此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE DEVELOPMENT

發展項目的鳥瞰照片

This blank area falls outside the coverage of the relevant Aerial Photo 鳥瞰照片並不覆蓋本空白範圍



Location of the Development
 發展項目的位置



Adapted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6900 feet, Photo No. E044401C dated 11th September 2018.

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在6900呎的飛行高度拍攝之鳥瞰照片,照片編號E044401C,日期為2018年9月11日。

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。

NOTES:

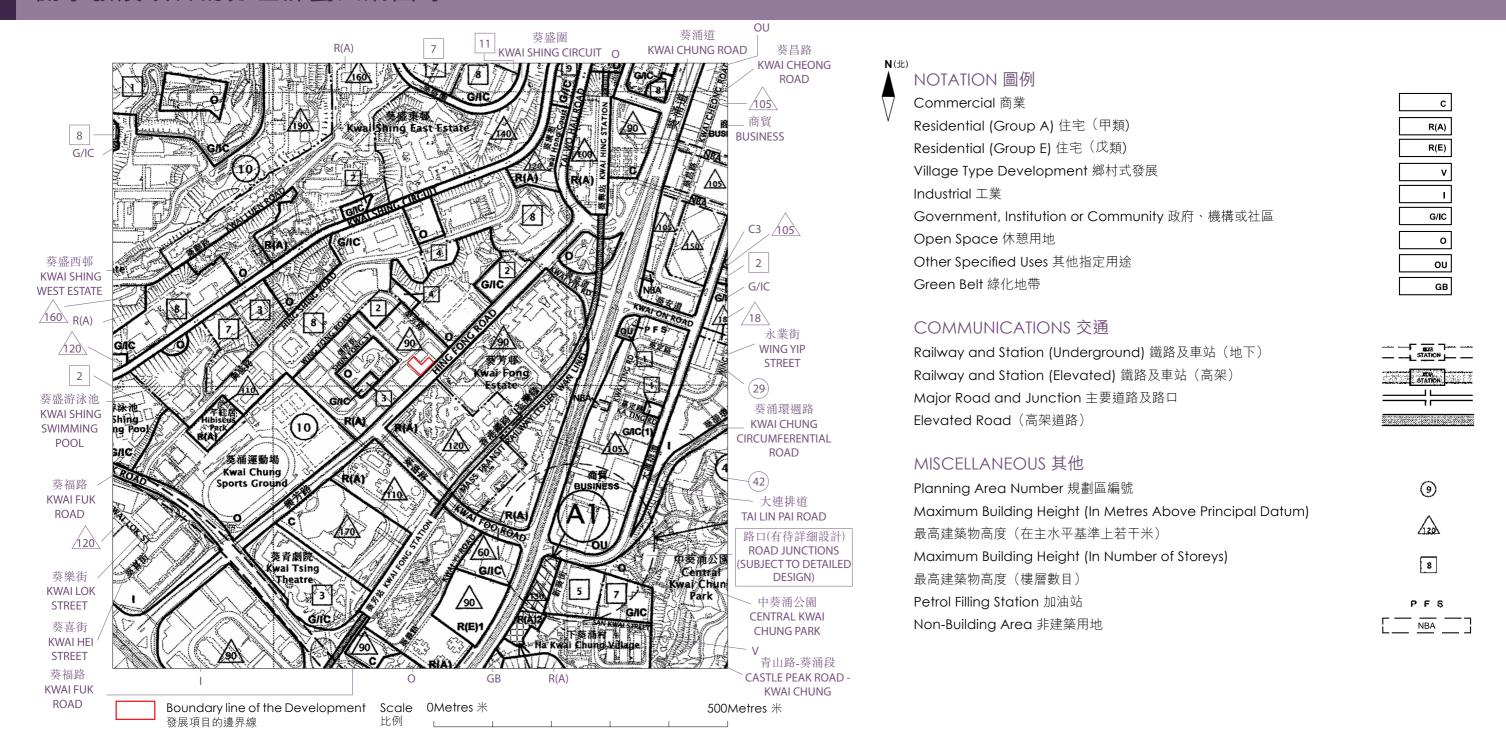
- 1. The copy of the aerial photograph of the Development is available for free inspection at the sales office during opening hours.
- 2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
- 3. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

備註

- 1. 發展項目的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
- 2. 賣方建議準買家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. 由於發展項目的邊界不規則的技術原因,此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

關乎發展項目的分區計劃大綱圖等



The plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. © The Government of Hong Kong SAR.

Extracted from the draft Kwai Chung Outline Zoning Plan, Plan No. S/KC/29, gazetted on 19th January, 2018, with adjustment where necessary as shown in red.

NOTES:

- 1. The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.
- 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. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

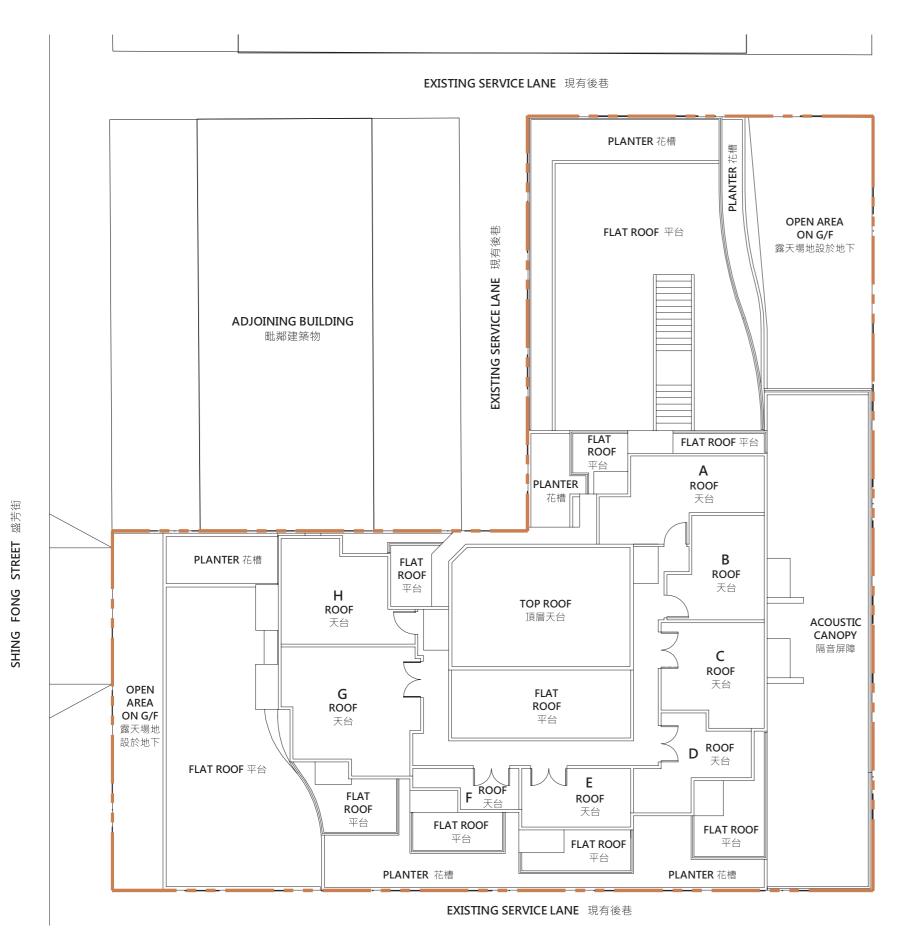
此圖為規劃署遵照城市規劃委員會指示擬備,版權屬香港特別行政區政府,經地政總署准許複印。 摘錄自2018年1月19日刊憲之葵涌分區計劃大綱草圖,圖則編號為S/KC/29,有須要處經修正處理以紅色顯示。

備註

- 在印刷售樓説明書當日所適用的最近期分區計劃大綱圖及其附表,可於售樓處開放時間內免費查閱。
- 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. 由於發展項目的邊界不規則的技術原因,此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

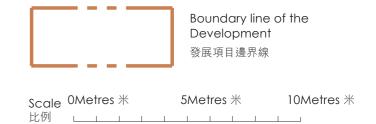
LAYOUT PLAN OF THE DEVELOPMENT

發展項目的布局圖





HING FONG ROAD 興芳路



Note: The layout of the building of the Development shown in the plan is based on the layout applicable to Roof and Top Roof.

備註: 圖中所示之發展項目之建築物布局參照適用於天台及頂層 天台之布局。

發展項的住宅物業的樓面平面圖

Legend 圖例

ACOUSTIC CANOPY = 隔音屏障

ACOUSTIC FIN = 隔聲鰭

A/C PLATFORM = AIR CONDITIONER PLATFORM = 空調機平台

BAL. = BALCONY = 露台

BAL. ABOVE = BALCONY ABOVE = 上層為露台

BATH = BATHROOM = 浴室

BEDROOM = 睡房

BEDROOM 1 = 睡房1

BEDROOM 2 = 睡房2

DN = DOWN = 落

ELEC.PIPE DUCT ROOM = ELECTRICAL PIPE DUCT ROOM = 電管道房

ELV. = EXTRA LOW VOLTAGE ELECTRICAL DUCT ROOM = 低電壓房

EMERGENCY GENERATOR ROOM = 後備發電機房

E.M.= ELECTRICAL METER CABINET = 電錶箱

F.H. = FIRE HYDRANT = 消防栓

FIXED GLAZING = 固定窗戶

FLAT ROOF = 平台

F.S.D. = FIRE SERVICES DUCT = 消防槽

F.S.&W.M. = FIRE SERVICES DUCT AND WATER METER CABINET = 消防槽及水錶櫃

H.R. = HOSE REEL = 消防喉轆

LIV/DIN = LIVING / DINING ROOM = 客/飯廳

LIFT = 升降機

LIFT LOBBY = 升降機大堂

LIFT OVER RUN = 升降機槽

MAINTENANCE WINDOW = 維修用窗

OPEN KITCHEN = 開放式廚房

P.D. = PIPE DUCT = 管道槽

PLANTER = 花槽

R.C. CANOPY = REINFORCED CONCRETE CANOPY = 鋼筋混凝土簷篷

REFUSE STORAGE AND MATERIAL RECOVERY ROOM = 垃圾及物料回收室

ROOF = 天台

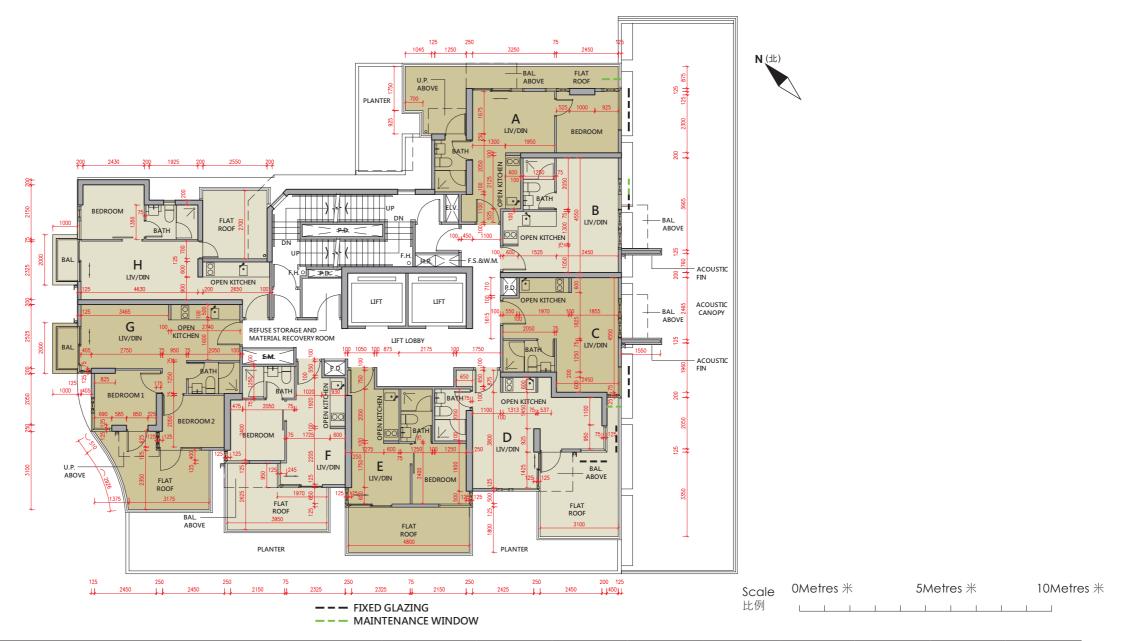
U.P. = UTILITY PLATFORM = 工作平台

U.P. ABOVE = UTILITY PLATFORM ABOVE = 上層為工作平台

UP = 上

發展項目的住宅物業的樓面平面圖

6/F Floor Plan 6樓平面圖



	│ │ Floor 樓層 ├─	Unit 單位											
	FIOOI 後眉	Α	В	С	D	Е	F	G	Н				
Thickness of floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的天花板樓板(不包括灰泥)的厚度(毫米)	6/F	150	150	150	125	150	125	150	150				
Floor-to-Floor Height of each Residential Property (mm) 層與層之間的高度(毫米)	6樓	3500	3500	3500	3500	3500	3500	3500	3500				

NOTES:

- 1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Common pipes exposed and / or enclosed in cladding are located at / adjacent to the balcony and / or utility platform and / or flat roof and /or air-conditioning platform and / or external wall of some residential properties. For details, please refer to the latest approved building plans.
- 3. There may be sunken slabs and / or bulkheads and / or false ceilings for the installation of air-conditioning fittings and / or other mechanical and electrical services at some of the residential properties.
- 4. The dimensions on the floor plans are all structural dimensions in millimetre.
- 5. The indications of fittings such as windows, bi-folding doors, door leafs, kitchen cabinets, drain points, shower cubicles, sinks, water closets, washbasins, bathtubs etc. shown on the floor plan are indications of their approximate locations only and not indications of their actual sizes, designs and shapes.

- 1. 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。
- 2. 部份住宅物業的露台及/或工作平台及/或平台及/或空調機平台及/或外牆上/附近設有外露及/或外牆裝飾板內藏之公用喉管。請查閱最新之經批准建築圖則以了解詳情。
- 3. 部份住宅物業有跌級樓板及/或裝飾橫樑及/或假天花,以安裝空調機裝備及/或其他機電設備。
- 4. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
 - . 樓面平面圖所示之裝置如窗、摺門、門葉、廚櫃、去水位、淋浴間、洗滌盆、座廁、面盆、浴缸等只供展示其大約位置而非展示其實際 大小、設計及形狀。

發展項目的住宅物業的樓面平面圖



BEDROOM 2

BAL

FIXED GLAZINGMAINTENANCE WINDOW

Scale 0Metres 米 5Metres 米 10Metres 米

	Floor 樓層	Unit 單位						Floor			Unit 單位							
	FIOOI 後眉	Α	В	С	D	Е	F	G	Н	樓層	Α	В	С	D	Е	F	G	Н
Thickness of floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的天花板樓板(不包括灰泥)的厚度(毫米)	7/F-12/F & 15/F-18/F	150	150	150	125	150	125	150	150	19/F & 20/F	150	175	175	150	175	150	175	175
Floor-to-Floor Height of each Residential Property (mm) 層與層之間的高度(毫米)	7樓至12樓及 15樓至18樓	3500	3500	3500	3500	3500	3500	3500	3500	19樓及 20樓	3450	3450	3450	3450	3450	3450	3450	3450

NOTES:

- 1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Common pipes exposed and / or enclosed in cladding are located at / adjacent to the balcony and / or utility platform and / or flat roof and /or air-conditioning platform and / or external wall of some residential properties. For details, please refer to the latest approved building plans.
- 3. There may be sunken slabs and / or bulkheads and / or false ceilings for the installation of air-conditioning fittings and / or other mechanical and electrical services at some of the residential properties.
- 4. The dimensions on the floor plans are all structural dimensions in millimetre.
- 5. The indications of fittings such as windows, bi-folding doors, door leafs, kitchen cabinets, drain points, shower cubicles, sinks, water closets, washbasins, bathtubs etc. shown on the floor plan are indications of their approximate locations only and not indications of their actual sizes, designs and shapes.

備註:

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

ACOUSTIC

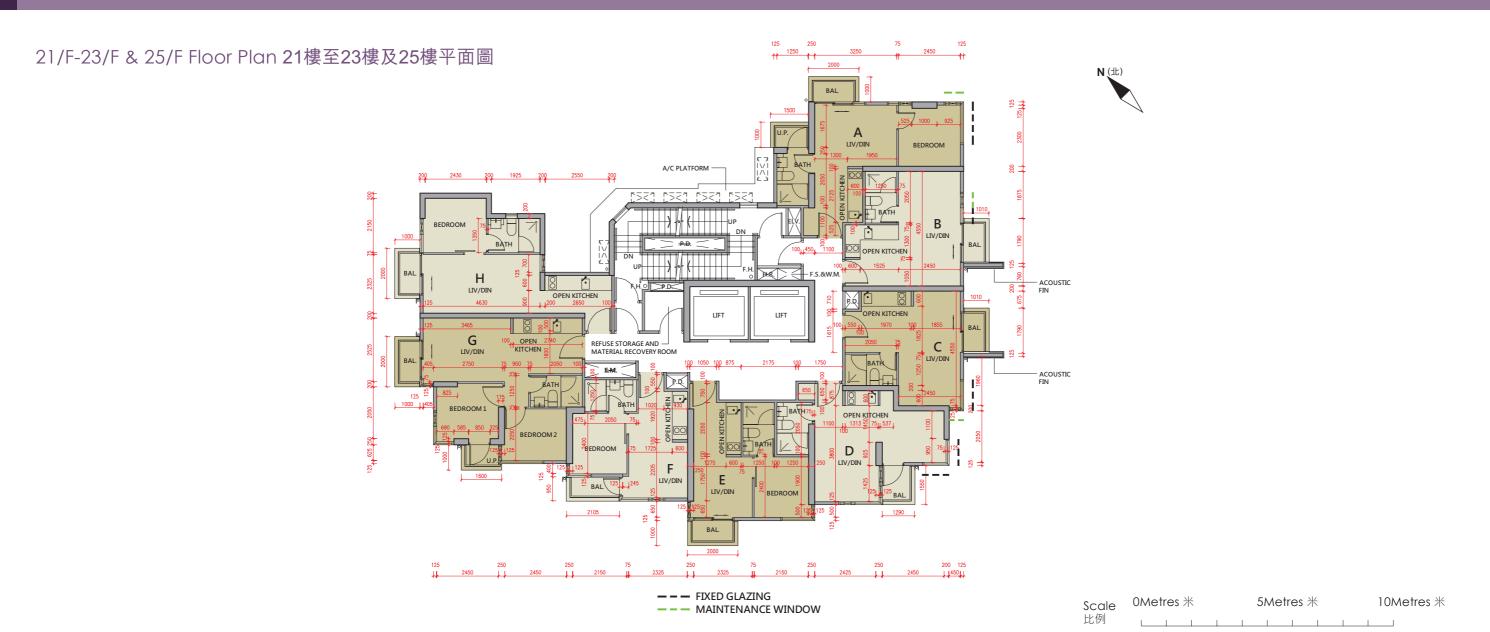
Part Plan for 8/F 8樓局部平面圖

- 2. 部份住宅物業的露台及/或工作平台及/或平台及/或空調機平台及/或外牆上/附近設有外露及/或外牆裝飾板內藏之公用喉管。請查閱最新之經批准建築圖則以了解詳情。
- 3. 部份住宅物業有跌級樓板及/或裝飾橫樑及/或假天花,以安裝空調機裝備及/或其他機電設備。
- 4. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

OPEN KITCHE

. 樓面平面圖所示之裝置如窗、摺門、門葉、廚櫃、去水位、淋浴間、洗滌盆、座廁、面盆、浴缸等只供展示其大約位置而非展示其實際 大小、設計及形狀。

發展項目的住宅物業的樓面平面圖



	Floor				Unit	單位				Floor				Unit 單位				
	樓層	Α	В	С	D	Е	F	G	Н	樓層	Α	В	С	D	Е	F	G	Н
Thickness of floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的天花板樓板(不包括灰泥)的厚度(毫米)	21/F-23/F	150	150	150	125	150	125	150	150	25/F	150	175	175	150	175	150	175	175
Floor-to-Floor Height of each Residential Property (mm) 層與層之間的高度(毫米)	21樓至23樓	3450	3450	3450	3450	3450	3450	3450	3450	25樓	3450	3450	3450	3450	3450	3450	3450	3450

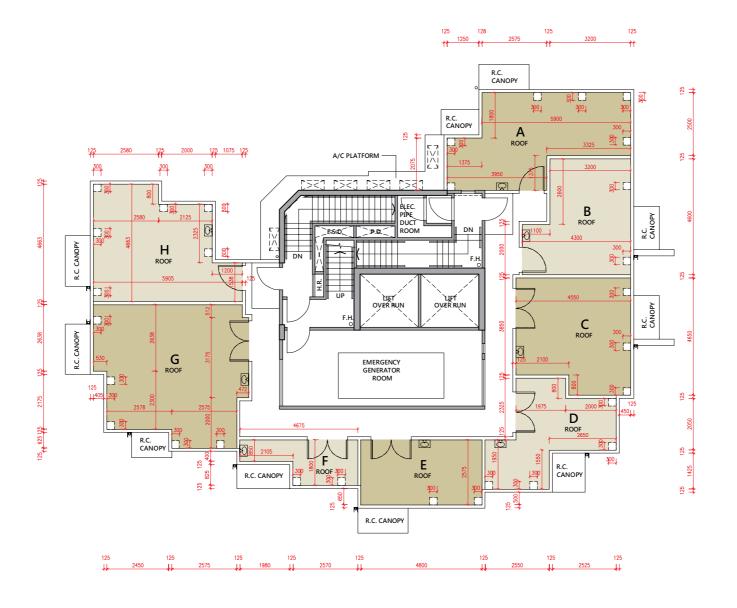
NOTES:

- 1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Common pipes exposed and / or enclosed in cladding are located at / adjacent to the balcony and / or utility platform and / or flat roof and /or air-conditioning platform and / or external wall of some residential properties. For details, please refer to the latest approved building plans.
- 3. There may be sunken slabs and / or bulkheads and / or false ceilings for the installation of air-conditioning fittings and / or other mechanical and electrical services at some of the residential properties.
- 4. The dimensions on the floor plans are all structural dimensions in millimetre.
- 5. The indications of fittings such as windows, bi-folding doors, door leafs, kitchen cabinets, drain points, shower cubicles, sinks, water closets, washbasins, bathtubs etc. shown on the floor plan are indications of their approximate locations only and not indications of their actual sizes, designs and shapes.

- . 因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。
- 2. 部份住宅物業的露台及/或工作平台及/或平台及/或空調機平台及/或外牆上/附近設有外露及/或外牆裝飾板內藏之公用喉管。請查閱最新之經批准建築圖則以了解詳情。
- 3. 部份住宅物業有跌級樓板及/或裝飾橫樑及/或假天花,以安裝空調機裝備及/或其他機電設備。
- 4. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
 - . 樓面平面圖所示之裝置如窗、摺門、門葉、廚櫃、去水位、淋浴間、洗滌盆、座廁、面盆、浴缸等只供展示其大約位置而非展示其實際 大小、設計及形狀。

發展項目的住宅物業的樓面平面圖

Roof Plan 天台平面圖



	Floor 樓層	Unit 單位									
	FIOOI 後眉	Α	В	С	D	Е	F	G	Н		
Thickness of floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的天花板樓板(不包括灰泥)的厚度(毫米)	Roof	Not applicable 不適用									
Floor-to-Floor Height of each Residential Property (mm) 層與層之間的高度(毫米)	天台	Not applicable									

NOTES:

- 1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. The dimensions on the floor plans are all structural dimensions in millimetre.

備註:

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

不適用

5Metres 米

不適用

不適用

0Metres 米

不適用

Scale

不適用

10Metres 米

不適用

2. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

不適用

不適用

發展項目中的住宅物業的面積

Description of Re Property 物業的描述	/	Saleable Area (including balcony, utility platform			Area of other sp 其	他指明項目的 sq.	ns (Not incluc)面積(不計算, metre (sq. ft. 方米(平方呎)	入實用面積)	eable Are	a)		
Floor 樓層	Unit 單位	and verandah, if any)sq. metre (sq. ft.) 實用面積 (包括露台,工作平台及陽台(如有)) 平方米(平方呎)	Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	А	25.546 (275) Balcony 露台: – Utility Platform 工作平台: –	_	_	_	11.098 (119)	_	_	_	_	-	_
	В	20.989 (226) Balcony 露台: – Utility Platform 工作平台:–	_	_	_	-	_	_	_	-	-	-
	С	20.624 (222) Balcony 露台: – Utility Platform 工作平台: –	_	_	_	-	_	_	_	_	-	-
6/F	D	23.359 (251) Balcony 露台: – Utility Platform 工作平台: –	_	_	_	11.364 (122)	_	_	_	_	_	_
6/F 6樓	E	20.921 (225) Balcony 露台: – Utility Platform 工作平台: –	_	_	_	8.640 (93)	_	_	_	-	-	_
	F	20.739 (223) Balcony 露台: – Utility Platform 工作平台: –	_	_	_	8.497 (91)	_	_	_	_	_	_
	G	35.436 (381) Balcony 露台: 2.000 (22) Utility Platform 工作平台: –	_	_	_	9.890 (106)	_	_	_	_	-	_
	Н	29.932 (322) Balcony 露台: 2.000 (22) Utility Platform 工作平台: –	_	_	_	6.885 (74)	_	_	_	-	-	_

- 1. Saleable Area is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The floor areas of the balcony the utility platform and the verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 3. The areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Remarks:

- (a) The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the areas presented in square metres.
- (b) There is no verandah in the residential properties of the Development.

- 1. 實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。
- 2. 露台、工作平台及陽台(如有)的樓面面積是按照《一手住宅物業銷售條例》第8條計算得出的。
- 3. 其他指明項目的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- (a) 以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算,並以四捨五入至整數,與以平方米表述之面積可能有些微差異。
- (b) 發展項目的住宅物業並無陽台。

發展項目中的住宅物業的面積

Description of Res Property 物業的描述		Saleable Area (including balcony, utility platform			Area of other s 其	他指明項目的 sq.	ns (Not includ)面積(不計算, metre (sq. ft. 方米(平方呎)	入實用面積)	able Are	a)		
Floor 樓層	Unit 單位	and verandah, if any)sq. metre (sq. ft.) 實用面積 (包括露台,工作平台及陽台(如有)) 平方米(平方呎)	Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	A	29.046 (313) Balcony 露台: 2.000 (22) Utility Platform 工作平台:1.500 (16)	-	_	_	_	_	_	_	_	-	-
	В	22.989 (247) Balcony 露台: 2.000 (22) Utility Platform 工作平台:—	-	_	_	_	_	_	_	_	-	_
	С	22.624 (244) Balcony 露台: 2.000 (22) Utility Platform 工作平台:—	-	_	-	_	_	_	_	-	_	_
7/F-12/F and 15/F-20/F	D	25.359 (273) Balcony 露台: 2.000 (22) Utility Platform 工作平台:—	-	_	_	_	_	_	_	-	_	_
7樓至12樓及 15樓至20樓	Е	20.921 (225) Balcony 露台: – Utility Platform 工作平台: –	-	_	_	_	_	_	_	-	-	_
	F	22.739 (245) Balcony 露台: 2.000 (22) Utility Platform 工作平台:—	-	_	_	_	_	_	_	-	-	_
	G	36.936 (398) Balcony 露台: 2.000 (22) Utility Platform 工作平台:1.500 (16)	-	_	_	_	_	_	_	_	-	_
	Н	29.932 (322) Balcony 露台: 2.000 (22) Utility Platform 工作平台:—	-	_	_	_	_	-	_	-	-	_

- 1. Saleable Area is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The floor areas of the balcony the utility platform and the verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 3. The areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.
- Remarks:
- (a) The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the areas presented in square metres.
- (b) There is no verandah in the residential properties of the Development.

- 1. 實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。
- 2. 露台、工作平台及陽台(如有)的樓面面積是按照《一手住宅物業銷售條例》第8條計算得出的。
- 3. 其他指明項目的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- (a)以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算,並以四捨五入至整數,與以平方米表述之面積可能有些微差異。
- (b) 發展項目的住宅物業並無陽台。

發展項目中的住宅物業的面積

Description of Res Property 物業的描述	idential	Saleable Area (including balcony, utility platform		,	Area of other sp 其	他指明項目的 sq.	ns (Not includ 面積(不計算 <i>)</i> metre (sq. ft. 5米(平方呎)	入實用面積)	eable Arec	۵)		
Floor 樓層	Unit 單位	and verandah, if any)sq. metre (sq. ft.) 實用面積 (包括露台,工作平台及陽台(如有)) 平方米(平方呎)	Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	А	29.046 (313) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	_	-	_	_	-	-	-	_	_
	В	22.989 (247) Balcony 露台: 2.000 (22) Utility Platform 工作平台:—	-	_	-	_	_	_	_	_	_	_
	С	22.624 (244) Balcony 露台: 2.000 (22) Utility Platform 工作平台:—	-	_	-	_	_	-	_	1	П	_
21/F-23/F	D	25.359 (273) Balcony 露台: 2.000 (22) Utility Platform 工作平台:—	-	_	-	_	_	_	_	_	_	_
21樓至23樓	Е	22.921 (247) Balcony 露台: 2.000 (22) Utility Platform 工作平台:—	-	_	-	_	_	-	_	_	_	_
	F	22.739 (245) Balcony 露台: 2.000 (22) Utility Platform 工作平台: –	-	_	-	_	_	-	_	-	-	_
	G	36.936 (398) Balcony 露台: 2.000 (22) Utility Platform 工作平台:1.500 (16)	-	_	-	_	_	_	_	_	_	_
	Н	29.932 (322) Balcony 露台: 2.000 (22) Utility Platform 工作平台: –	-	_	-	_	_	-	_	_	-	_

- 1. Saleable Area is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The floor areas of the balcony the utility platform and the verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 3. The areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Remarks:

- (a) The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the areas presented in square metres.
- (b) There is no verandah in the residential properties of the Development.

- 1. 實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。
- 2. 露台、工作平台及陽台(如有)的樓面面積是按照《一手住宅物業銷售條例》第8條計算得出的。
- 3. 其他指明項目的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- (a)以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算,並以四捨五入至整數,與以平方米表述之面積可能有些微差異。
- (b) 發展項目的住宅物業並無陽台。

發展項目中的住宅物業的面積

Description of Re Property 物業的描述	y	Saleable Area (including balcony, utility platform		,	Area of other sp 其	他指明項目的 sq.	ns (Not includ 面積(不計算 <i>)</i> metre (sq. ft. 5米(平方呎)	入實用面積)	eable Arec	a)		
Floor 樓層	Unit 單位	and verandah, if any)sq. metre (sq. ft.) 實用面積 (包括露台,工作平台及陽台(如有)) 平方米(平方呎)	Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
	А	29.046 (313) Balcony 露台: 2.000 (22) Utility Platform 工作平台:1.500 (16)	-	-	-	_	_	_	20.604 (222)	_	_	_
	В	22.989 (247) Balcony 露台: 2.000 (22) Utility Platform 工作平台: –	_	_	_	_	_	_	16.740 (180)	-	_	_
	С	22.624 (244) Balcony 露台: 2.000 (22) Utility Platform 工作平台: –	_	-	-	_	_	_	19.208 (207)	-	_	_
25/F	D	25.359 (273) Balcony 露台: 2.000 (22) Utility Platform 工作平台: –	-	-	-	_	_	_	13.811 (149)	-	_	_
25樓	Е	22.921 (247) Balcony 露台: 2.000 (22) Utility Platform 工作平台:—	-	_	-	_	_	_	12.180 (131)	_	_	_
	F	22.739 (245) Balcony 露台: 2.000 (22) Utility Platform 工作平台: –	_	-	-	_	_	_	6.235 (67)	-	_	_
	G	36.936 (398) Balcony 露台: 2.000 (22) Utility Platform 工作平台:1.500 (16)	-	_	-	_	_	_	29.681 (319)	-	_	_
	Н	29.932 (322) Balcony 露台: 2.000 (22) Utility Platform 工作平台: –	_	_	_	_	_	_	21.542 (232)	_	_	_

- 1. Saleable Area is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The floor areas of the balcony the utility platform and the verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 3. The areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Remarks:

- (a) The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the areas presented in square metres.
- (b) There is no verandah in the residential properties of the Development.

- 1. 實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。
- 2. 露台、工作平台及陽台(如有)的樓面面積是按照《一手住宅物業銷售條例》第8條計算得出的。
- 3. 其他指明項目的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- (a) 以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算,並以四捨五入至整數,與以平方米表述之面積可能有些微差異。
- (b) 發展項目的住宅物業並無陽台。

FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目的停車位的樓面平面圖

B1/F 地庫1層





Location, Number, Dimensions and Area of Parking Spaces on B1/F of the Development 物業地庫1層停車位位置、數目、尺寸及面積

Categary of Parking Space 停車位類別	Number 數目	Dimension of each Parking Space (LXW) (m) 每個停車位尺寸 (長X闊)(米)	Area of each Parking Space (sq.m) 每個停車位面積 (平方米)
Residential Carparking Space 住客停車位	8	5.0 x 2.5	12.5
Commercial Carparking Space 商業停車位	3	5.0 x 2.5	12.5
Visitor's Carparking Space 訪客停車位	4	5.0 x 2.5	12.5
Visitor Accessible Carparking Space 訪客暢通易達停車位	1	5.0 x 3.5	17.5
Motorcycle Parking Space 電單車停車位	2	2.4 x 1.0	2.4

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

- (a) A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (the "preliminary agreement").
- (b) The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
- (c) If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement
 - (i) the 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.

- (a) 在簽署臨時買賣合約(該"臨時買賣合約")時須支付款額為5%的臨時訂金。
- (b) 買方在簽署該臨時合約時支付的臨時訂金,會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
- (c) 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約一
 - (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。

公契的摘要

A. Common Parts of the Development

1. The draft Deed of Mutual Covenant And Management Agreement of the Development ("the DMC") provides for the following Common Areas and Common Facilities:-

"Carpark Common Areas" means all spaces and areas in the General Car Park intended for the common use and benefit of the Owners of the Parking Spaces only and not given and/or reserved by the DMC or otherwise to the First Owner or the Owner of any individual Parking Space and not otherwise specifically assigned, including (but not limited to) lift lobby, staircases, air intake vents, smoke vents, lift machine room, accessory areas, circulation passages, void spaces, driveways, ramps and other spaces or areas containing the Carpark Common Facilities, PROVIDED THAT, where any parts of the Estate fall under the definition of "common parts" set out in Section 2 of the Building Management Ordinance and which are for the common use and benefit of all the Owners of the Parking Spaces only, such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas, and the Carpark Common Areas are (insofar as such areas and spaces are identifiable on such plans) shown for the purpose of identification only on the plans annexed to the DMC and thereon coloured Indigo, the accuracy of such plans has been certified by or on behalf of the Authorised Person.

"Carpark Common Facilities" means such facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate which are for the common benefit and service of the Owners of the Parking Spaces only but no Owner of the Parking Spaces has the exclusive right to use or enjoy, and shall include (but not limited to) car lift, lighting, security system, fire service installation system, air-conditioning and mechanical ventilation system (if any) and other electrical, mechanical and sanitary installations within the Carpark Common Areas which are for the common use and benefit of the Owners of the Parking Spaces only.

"Commercial Common Areas" means all spaces and areas in the Commercial Accommodation which are for the common use and benefit of the Owners of the Commercial Units only and not given and/or reserved by the DMC or otherwise to the First Owner or the Owner of any individual Commercial Unit and not otherwise specifically assigned and which include, without limiting the generality of the foregoing, the Commercial Loading and Unloading Bay, A/C platforms, gas meter room, the External Walls, telecommunications and broadcasting services room, planters and such areas and spaces containing the Commercial Common Facilities and the Commercial Common Areas are shown for the purpose of identification only on the plans annexed to the DMC and thereon coloured orange (in so far as such areas and spaces are identifiable on such plans), the accuracy of such plans has been certified by or on behalf of the Authorised Person.

"Commercial Common Facilities" means all those facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate which are for the common benefit and service of the Owners of the Commercial Units only but to which no Owner of any Commercial Unit has the exclusive right to use or enjoy the same including (but not be limited to) lighting, the security system, the fire service installation system, air-conditioning and mechanical and ventilation system (if any) and such electrical, mechanical and sanitary installations which are for the common use and benefit of the Owners of the Commercial Units only.

"Estate Common Areas" means all spaces and areas in the Estate which are for the common use and benefit of the Owners of the Estate and not given and/or reserved by the DMC or otherwise to the First Owner or the Owner of any Unit and not otherwise specifically assigned and which include, without limiting to the generality of the foregoing, the lift lobbies, telecommunication and broadcasting equipment room, transformer room, electricity meter room, sprinkler pump rooms, fire service control room, caretakers' counter, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, driveways (other than those forming part of the Carpark Common Areas), water meter cabinet, cable ducts, pipe ducts, extra-low voltage ducts, fire service inlet, main switch rooms, low voltage switch room, maintenance roof, fire service and sprinkler transfer pump room, fire service water tank, sprinkler water tanks, A/C plant room, potable and flushing cleansing and irrigation pump and tank room, rainwater manhole, foul manhole, rainwater sump pit, passageways, lobby, emergency generator room, fire hose reel, flat roof (which does not form part of any Flat), staircases and the External Walls of the Estate (other than those forming part of the Residential Common Areas or the Commercial Common Areas), fence walls, refuse storage and material recovery chamber and other areas and spaces containing the Estate Common Facilities, and where any parts of the Estate fall under the definition of "common parts" set out in Section 2 of the Building Management Ordinance and which are for the common use and benefit of all the Owners of the Estate, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas but shall exclude the Residential Common Areas, the Commercial Common Areas and the Carpark Common Areas, and the Estate Common Areas are shown for the purpose of identification only on the plans (insofar as such areas and spaces are identifiable on such plans) annexed to the DMC and thereon coloured Green, the accuracy of such plans has been certified by or on behalf of the Authorised Person.

"Estate Common Facilities" means all equipment, facilities and systems designated as being for the common use, benefit or service of the Owners of the Estate and not for the exclusive benefit of the Owner of any individual Unit and without limiting the generality of the foregoing, include:-

- (a) Such of the sewers, drains, water courses, pipes, gutters, meters, wires and cables and other service facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Estate through which water, sewage, gas, electricity and any other services are supplied to the Estate or any part or parts thereof;
- (b) Fire fighting installation and equipment;
- (c) Lamp posts, traffic lights and lighting within the Estate;
- (d) Lightning conductors of the Estate; and
- (e) Turntable
- (f) but exclude the Residential Common Facilities, the Commercial Common Facilities or the Carpark Common Facilities.

"General Common Areas" means all of the Estate Common Areas, the Residential Common Areas, the Commercial Common Areas and the Carpark Common Areas.

"General Common Facilities" means all of the Estate Common Facilities, the Residential Common Facilities, the Commercial Common Facilities and the Carpark Common Facilities.

公契的摘要

"Residential Common Areas" means all those areas or parts of the Residential Accommodation which are for the common use and benefit of the Owners and occupiers of the Flat only and not given and/or reserved by the DMC or otherwise to the First Owner or the Owner of any individual Flat and not otherwise specifically assigned and which include, without limiting the generality of the foregoing, the Roofs (which do not form part of any Flat), Upper Roofs (which do not form part of any Flat) and flat roofs (which do not form part of any Flat), the External Walls (which do not form part of any Flat), the Visitors' Carparking Spaces, air-conditioning platforms, lift, lift machine room, refuse storage and material recovery room, lift lobbies, acoustic canopy, acoustic fins, passageways, staircases, corridors and architectural fins of the Residential Accommodation, electricity pipe duct room, hose reel, toilet, disabled toilet, reinforced concrete potable water tanks, potable and flushing pump room, fibre glass cleansing water tank, telecommunications and broadcasting services room, covered landscape area, planters, Residential Loading and Unloading Bay, electrical meter cabinets, water meter cabinets, pipe ducts, such areas and spaces containing the Residential Common Facilities, PROVIDED THAT, where any parts of the Estate fall under the definition of "common parts" set out in Section 2 of the Building Management Ordinance and which are for the common use and benefit of all the Owners of the Flats, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and the Residential Common Areas are shown for the purpose of identification on the plans (insofar as such areas and spaces are identifiable on such plans) annexed to the DMC and thereon coloured Yellow, the accuracy of such plans has been certified by or on behalf of the Authorised Person.

"Residential Common Facilities" means all those facilities, equipment, machines, apparatus and installations in, under or above the Land and the Estate designated for the common use and benefit of the Owners of the Flats only but to which no Owner of any Flat has the exclusive right to use or enjoy the same including (but not limited to) lighting, communal television antennae, water tanks, satellite dishes (if any), Residential Recreational Facilities, lift installation and equipment, security system, fire service installation system (including such part of the Fire Services Installations for Open Kitchen located at common lobbies of the Residential Common Areas) and electrical, mechanical and sanitary installations

- 2. No Owner including the First Owner shall have the right to convert the General Common Areas and/or the General Common Facilities or any part thereof to his own use or for his own benefit unless approved by the Owners' Committee. Any payment received for the approval must be credited to the Special Fund. No Owner including the First Owner shall have the right to convert or designate any of his own areas as the General Common Areas and/or the General Common Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under the DMC has been obtained. No Owner (including the First Owner) and no Manager will have the right to re-convert or re-designate the General Common Areas and/or the General Common Facilities to his or its own use or benefit.
- 3. No Owner shall make any structural alterations to any Unit owned by him unless with the prior approval of the Director of Buildings and any other relevant Government authority and prior notification to the Manager. No Owner nor the Manager shall make any structural alterations which will interfere with or affect rights of other Owners. No provisions shall be made pursuant to the DMC preventing an Owner from taking legal action against another Owner in this respect nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the General Common Areas or the General Common Facilities nor any equipment or apparatus on, in or upon the Land not being equipment or apparatus for the exclusive use, enjoyment and benefit of any such Owner.

- 4. No Owner shall alter, repair, connect to or in any other way interfere with or affect the General Common Areas or the General Common Facilities without the previous written consent of the Manager.
- 5. No Owner shall use any part of the General Common Areas for the purposes of drying or hanging laundry, or placing or storing any dustbins, garbage cans, furniture, machinery, goods or chattels or other things thereon or therein other than in the spaces specifically provided for such purpose.
- 6. No part of the General Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon nor shall any part thereof be used for any business or private purpose and no Owner shall do or suffer or permit to be done anything therein as may be or become a nuisance or cause annoyance to any other Owners or Occupiers of the Estate.
- 7. Save as reserved unto the First Owner by the DMC as provided under Clause 2.8(2)(a), no Owner shall use such parts of the Roof or the Upper Roof forming part of the Residential Common Areas except for the purposes of escape only in the event of fire or emergency. No Owner shall obstruct the access to such parts of the Roof and the Upper Roof forming part of the Residential Common Areas which shall at all times remain unobstructed. In case the access is being obstructed the Manager shall have the power to restore the access to such condition so as to comply with the Fire Service Regulations or other relevant Government regulations at the expenses of the Owner in default.

B. Number of Undivided Shares Assigned to Each Residential Property in the Development

Please refer to the table entitled "Allocation of Undivided Shares of Residential Properties in the Development".

C. Term of Years for which the Manager of the Development is Appointed

The Manager shall be appointed from the date of the DMC for an initial term of two (2) years. The appointment of the Manager may be terminated by the Manager or the Owners' Committee by giving not less than three (3) months' notice in writing in accordance with the terms of the DMC.

D. Basis on which the Management Expenses are Shared among the Owners of the Residential Properties in the Development

The Management Expenses shall be apportioned between the Owners of the Estate in the following manner:-

(a) Where any expenditure relates wholly to the Residential Common Areas or the Residential Common Facilities providing services to the Owners of the Flats the expenditure shall form part of the Management Expenses of the Residential Accommodation and shall be borne by the Owners of the Flats according to the proportions borne by the number of the Management Shares of their respective Flats to the total number of Management Shares allocated to all the Flats. Provided that the Owner of Shop 3 shall bear 189/3,681 parts or shares of such expenditure attributable to the lifts of the Residential Common Areas and the Residential Common Facilities.

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- (b) Where any expenditure relates wholly to the Carpark Common Areas or the Carpark Common Facilities providing services to the Owners of the Parking Spaces, the expenditure shall form part of the Management Expenses of the General Car Park and shall be borne by the Owner of the Parking Space according to the proportions borne by the number of Management Shares of their respective Parking Space to the total number of Management Shares allocated to all the Parking Space Provided that the Owners of the Flats shall bear 60/184 parts or shares of such expenditure attributable to the Visitors' Carparking Spaces in the General Car Park and such share of the expenditure shall be deemed as part of the expenditure relating to the Residential Common Areas or the Residential Common Facilities.
- (c) Where any expenditure relates to the Commercial Common Areas or the Commercial Common Facilities providing services to the Owners of the Commercial Units, the expenditure shall form part of the management expenses of the Commercial Accommodation and shall be borne by the Owners of the Commercial Units according to the proportions borne by the number of the Management Shares of their respective Commercial Units to the total number of Management Shares allocated to all the Commercial Units.
- (d) Where any expenditure relates wholly to (i) the Estate Common Areas and/or the Estate Common Facilities, or (ii) does not fall under any of the sub-clauses (a) to (c) above, the expenditure shall form part of the Management Expenses of the Estate as a whole and shall be borne by all Owners of the Estate in accordance with the proportion that the respective Management Shares of the relevant part of the Estate bear to the total number of Management Shares of the Estate less those allocated to the General Common Areas and the General Common Facilities.
- (e) Notwithstanding anything contained in sub-clauses (a) to (d) above, (i) where any expenditure relates solely to or is solely for the benefit of any Unit and no Owner other than the Owner entitled to the exclusive right and privilege to hold, use and occupy that Unit will receive any material benefit therefrom, then the full amount of such expenditure shall be borne by the Owner of such Unit and (ii) where any expenditure relates solely to or is solely for the benefit of a group of Owners but does not relate to or is not for the benefit of the other Owners, the full amount of such expenditure shall be apportioned between such Owners in proportion to their respective Management Shares.

E. Basis on which the Management Fee Deposit is Fixed

The amount of Management Deposit shall be equivalent to 3 months' Management Fee.

F. Area (if any) in the Development Retained by the Owner for that Owner's Own Use

Not applicable.

Allocation of Undivided Shares of Residential Properties in the Development

Floor	Unit	Undivided Shares
	A	26
	В	20
	С	20
	D	24
6/F	E	20
	F	20
	G	35
	Н	29
	Α	29
	В	22
	С	22
7/5 10/5 0 15/5 00/5	D	25
7/F-12/F & 15/F-20/F	E	20
	F	22
	G	36
	Н	29
	Α	29
	В	22
	С	22
01/5 00/5	D	25
21/F-23/F	Е	22
	F	22
	G	36
	Н	29
	A	31
	В	23
	С	23
05.75	D	26
25/F	E	23
	F	22
	G	38
	Н	31

Note:

- (1) There is no designation of 13/F, 14/F and 24/F.
- (2) Please refer to the latest draft of the DMC for full details. A full script of the latest draft of the DMC is available for inspection free of charge in the sales office.
- (3) Unless otherwise defined, capitalized terms used in the above shall have the same meaning of such terms of the DMC.

公契的摘要

A. 發展項目的公用部分

1. 發展項目公共契約及管理協議(「公契」)擬稿訂明下列公用地方及公用設施:-

「停車場公用地方」指一般停車場內擬供停車位的業主共同使用與享用的所有範圍及地方而並未以大廈公契或其他方式提供及/或保留予第一業主或任何個別停車位業主及並非以其他方式特別分配的,包括(但不限於)升降機大堂、樓梯、通風口、排煙口、升降機機房、附屬地方、運轉通道、中空地方、行車道、斜路及其他設有停車場公用設施的範圍或地方,但只有受《建築物管理條例》第2條所列「公用部分」定義中涵蓋的及為所有停車位業主共同使用和利益而設的屋苑任何部分,該等部分則將被視作納入及成為停車場公用地方的一部分;停車場公用地方於公契附圖則(只要該等地方與範圍可在圖則辨識)中以藍靛色標示以資識別,其準確性經認可人士或其代表核實。

「停車場公用設施」指於該地段及屋苑之內、之下或之上,只為停車位業主的共同利益及服務而設、但非供停車位業主獨家使用或享用的設施、設備、機器、器具及裝置,並包括(但不限於)設於停車場公用地方內及為停車位業主共同使用和利益而設的汽車電梯、照明設施、保安系統、消防裝置系統、空調及機械通風系統(如有)及其他電力、機械及衛生裝置。

「商業公用地方」指商業大廈內只為商業單位業主的共同使用而設的所有空間及地方而並未以大廈公契或其他方式提供及/或保留予第一業主或任何個別商業單位業主及並非以其他方式特別分配的及包括在不局限上文的一般性的原則下,於商業上落貨停車區、冷氣機平台、煤氣錶房、大廈外牆、電訊及廣播服務室及該等設有商業公用設施的範圍及地方,商業公用地方於公契附圖則(只要該等地方與範圍可在圖則辨識)中以橙色標示以資識別,其準確性經認可人士或其代表核實。

「商業公用設施」指該地段及屋苑之內、之下或之上,只為商業單位業主的共同利益及服務而設但非供商業單位業主獨家使用或享用的設施、設備、機器、器具及裝置,並包括(但不限於)為商業單位業主共同使用和利益而設的照明設施、保安系統、消防裝置系統、空調及機械通風系統(如有)及其他電力、機械及衛生裝置。

「屋苑公用地方」指屋苑內為屋苑業主的共同使用而設的所有空間及地方而並未以大廈公契或其他方式提供及/或保留予第一業主或任何個別單位業主及並非以其他方式特別分配的及包括在不局限上文的一般性的原則下,升降機大堂、電訊及廣播設備室、電力變壓房、電儀錶房、灑水器泵房、消防控制室、管理處、天線廣播系統或電訊網絡設施的安裝或使用處、車道(惟成為停車場公用地方部分除外)、水錶房、電纜槽、管道槽、特低電壓槽、消防入水口、總電掣房、低電壓電掣房、維修天台、消防及灑水器轉移泵房、消防水箱、灑水器水箱、冷氣機機房、食水及沖廁水清洗及灌溉泵及水箱房、雨水井、廢水井、雨水集水池、通道、大堂、緊急發電機房、消防喉轆、不構成任何住宅單位一部分之平台、樓梯及屋苑外牆(惟住宅公用地方或商業公用地方除外)、圍牆、垃圾儲存及物料回收室及設有屋苑公用設施的其他範圍受《建築物管理條例》第2條所列「公用部分」定義中涵蓋的及為屋苑的所有業主共同使用和利益而設的屋苑任何部分但不包括住宅公用地方、商業公用地方及停車場公用地方,該等部分則將被視作納入及成為屋苑公用地方的一部分;屋苑公用地方於公契附圖則(只要該等地方與範圍可在圖則辨識)中以綠色標示以資識別,其準確性經認可人士或其代表核實。

「屋苑公用設施」指於為屋苑業主共同使用、利益或服務而設及並非供任何個別單位獨家享用的所有設備、設施、及系統。茲毋損前文之一般規定,屋苑公用設施包括:-

- (a) 現時或於任何時間位於屋苑之內、之下或之上或跨越其中的污水渠、排水渠、水道、管道、溝渠、儀 錶、電線與電纜及其他服務設施(不論是否鋪設管道),以將食水、污水、氣體、電力及任何其他服務供 應至屋苑或其部分;
- (b) 滅火裝置與設備;
- (c) 屋苑內燈柱、交通燈及照明燈飾;
- (d) 屋苑的避雷裝置;
- (e) 轉盤;及

- (f) 但不包括住宅公用設施或商業公用設施或停車場公用設施一部分的設施及系統。
- 「一般公用地方|指所有屋苑公用地方、住宅公用地方、商業公用地方及停車場公用地方。
- 「一般公用設施」指所有屋苑公用設施、住宅公用設施、商業公用設施及停車場公用設施。

「住宅公用地方」指住宅大廈內只為業主及住宅單位佔用人的共同使用及享用而設的所有地方及部份而並未以大廈公契或其他方式提供及/或保留予第一業主或任何個別單位業主及並非以其他方式特別分配的及包括在不局限上文的一般性的原則下,天台(不構成任何住宅單位之部分)、頂層天台(不構成任何住宅單位之部分)及平台(不構成任何住宅單位之部分)、外牆(不構成任何住宅單位之部分)、訪客車位、冷氣機平台、升降機、升降機機房、垃圾儲存及物料回收室、升降機大堂、音響遮篷、隔聲鰭、通道、樓梯、走廊及住宅大廈的建築鰭片、電管道房、喉轆、廁所、殘疾人士廁所、強化混凝土食水水箱、食水及沖廁水泵房、纖維玻璃潔淨水箱、電訊及廣播服務室、有蓋園景區、花盤、住宅上落貨停車區、電儀錶箱、水儀錶箱、管道槽、及設有住宅公用設施的範圍及地方,但受《建築物管理條例》第2條所列「公用部分」定義中涵蓋的及為住宅單位的所有業主共同使用和利益而設的屋苑任何部分,該等部分則將被視作納入及成為住宅公用地方的一部分;住宅公用地方於公契附圖則(只要該等地方與範圍可在圖則辨識)中以黃色標示以資識別,其準確性經認可人士或其代表核實。

「住宅公用設施」指該地段及屋苑之內、之下或之上,只為住宅單位業主的共同利益及服務而設亦非供任何住宅單位業主獨家使用或享用的設施、設備、機器、器具及裝置,並包括(但不限於)為住宅單位業主共同使用和利益而設的照明設施、公共電視天線、水箱、衛星碟形天線(如有)、住宅康樂設施、升降機裝置及設備、保安系統、消防裝置系統(包括位於住宅公用地方的公用大堂之開放式廚房消防裝置的一部分)及其他電力、機械及衛生裝置。

- 2. 業主(包括第一業主)無權將一般公用地方及/或一般公用設施或其任何部分改作其自用或享用,除非獲業主委員會批准。任何為申請批准而接收的款項必須撥入特別基金。業主(包括第一業主)無權將任何其擁有的地方改作或指明為一般公用地方及/或一般公用設施,除非在根據公契召開的業主大會中獲得業主決議批准。業主(包括第一業主)及管理人無權將一般公用地方及/或一般公用設施重新改作或重新指明作其自用或享用。
- 3. 除非事前獲屋宇署署長及其他相關政府部門之批准及於事前向管理人作出通知,否則業主不得對其擁有的單位作結構性改動。業主或管理人亦不得作出干擾或影響其他業主權利的結構性改動。不得按公契設立規定以防止一名業主就此向另一名業主採取法律行動。任何業主不得使用、割破、損毀、破壞、改動或干擾一般公用地方或一般公用設施之任何部分或該地段之上或之內而非供該業主獨家使用、享用及受益之設備或裝置。
- 4. 除非獲管理人事先書面同意,業主不得改變、維修、連接或以任何其他方式擾亂或影響一般公用地方或一般公 用設施。
- 5. 業主不得使用一般公用地方之任何部分(除非該部分明確規定作該等用途)作乾衣或晾掛衣物、或在其之上或之 內放置或存放垃圾箱、垃圾桶、傢俬、機械、貨物或財產或其他物品之用途。
- 6. 一般公用地方任何部分不得受阻礙或阻塞,或該等地方之上不得放置或棄置垃圾或其他物件或物品,或該等地方任何部分不得用作任何商業或私人用途。業主亦不得作出或蒙受或容許任何對屋苑其他業主或佔用人造成滋擾或打擾的行為。
- 7. 除按公契第2.8(2)(a)條保留予第一業主外,業主不得使用住宅公用地方之天台或頂層天台,惟於火警或緊急情況時逃生除外。業主不得阻礙通往住宅公用地方之天台或頂層天台之部分,該等通道須於任何時間保持暢通無阻。倘若該等通道被阻塞,管理人有權恢復該等通道至符合消防規例或其他有關政府規例的狀況,有關費用由違規業主負責。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

B. 分配予發展項目中的每個住宅物業的不分割份數的數目

請見下列「發展項目住宅物業不分割份數分配表」。

C. 發展項目的管理人的委任年期

管理人的最初任期為由公契的日期起計兩年。管理人的任期可由管理人或業主委員會根據公契條款給予對方不少於三個月書面通知以終止。

D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

屋苑的業主須按下列方式分攤管理開支:-

- (a) 如任何開支完全關乎為各住宅單位業主提供服務之住宅公用地方或住宅公用設施,則有關開支將會計入住宅大 廈的管理開支部分,並由各住宅單位業主按照彼等各自所持之住宅單位管理份數佔所有住宅單位管理份數總額 的比例分擔,惟3號商店業主須分擔屬於住宅公用地方及住宅公用設施升降機的開支的189/3.681部分或份數。
- (b) 如任何開支完全關乎為各停車位業主提供服務之停車場公用地方或停車場公用設施,則有關開支將會計入一般停車場的管理開支部分,並由停車位業主按照彼等各自所持之停車位管理份數佔所有停車位管理份數總額的比例分擔,惟住宅單位業主須分擔屬於一般停車場內訪客車位的開支的60/184部分或份數,而該開支被視為住宅公用地方或住宅公用設施開支的一部分。
- (c) 如任何開支關乎為各商業單位業主提供服務之商業公用地方或商業公用設施,則有關開支將會計入商業大廈的管理開支部分,並由各商業單位業主按照彼等各自所持之商業單位管理份數佔所有商業單位管理份數總額的比例分擔。
- (d) 如任何開支完全關乎(i)屋苑公用地方及/或屋苑公用設施,或(ii)不屬於上述第(a)至(c)任何一分段,則有關開支將會計入屋苑整體管理開支部分,並由屋苑所有業主按照屋苑相關部分的管理份數佔屋苑管理份數總額(扣減一般公用地方及一般公用設施之管理份數後)的比例分擔。
- (e) 儘管上述第(a)至(d)分段已有任何規定,(i)凡任何開支純粹涉及或純粹為任何單位的利益而設,而除具獨家權利及特權持有、使用及佔用該單位的業主外,沒有其他業主會由此得到任何重大利益的,則該等開支須全數由該單位的業主承擔;及(ii)凡任何開支純粹涉及一組業主或純粹為一組業主的利益而設,但並不涉及其他業主或並非為其他業主的利益而設,則該等開支須全數由該等業主按其各自之管理份數分攤。

E. 計算管理費按金的基準

管理費按金須相當於三個月的管理費。

F. 擁有人在發展項目中保留作自用的範圍(如有的話)

不適用。

發展項目住宅物業不分割份數分配表

樓層	單位	不分割份數
	A	26
	В	20
	С	20
6/樓	D	24
0/悽	Е	20
	F	20
	G	35
	Н	29
	A	29
	В	22
	С	22
7樓至12樓及15樓至20樓	D	25
7 後至12 後及13 後至20 後	E	20
	F	22
	G	36
	Н	29
	A	29
	В	22
	С	22
21樓至23樓	D	25
21倭至23倭	E	22
	F	22
	G	36
	Н	29
	A	31
	В	23
	С	23
25 ^{+⊕}	D	26
25樓	E	23
	F	22
	G	38
	Н	31

註:

- (1) 發展項目不設13樓、14樓及24樓。
- (2) 全部詳情請參閱公契最新擬稿。公契最新擬稿全本可於售樓處免費參閱。
- (3) 除非本售樓説明書另設定義,否則上述名詞具有公契中該等名詞的相同意義。

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- The Development is constructed on Kwai Chung Town Lot No.518 ("the Lot") which is held under New Grant No.22057 dated 26th February 2015 ("the Land Grant").
- 2. The Lot is granted for a term of 50 years commencing from 26th February 2015.
- 3. Special Condition No. (8) of the Land Grant stipulates that:-
 - (a) Subject to Special Condition No. (8)(b) of the Land Grant, the Lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
 - (b) Any building or part of any building erected or to be erected on the Lot shall not be used for any purpose other than the following:
 - (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of Special Condition No. (8) of the Land Grant and that the use of any basement level shall be further restricted as provided in Special Condition No. (8) (b) (iii) of the Land Grant;
 - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than 3 basement levels), for private residential purposes; and
 - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
- 4. General Condition No. 7 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 General Condition No. 7(b) of the Land Grant) in accordance with the Land Grant:
 - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto; and

- (ii) maintain all buildings erected or which may hereafter be erected in accordance with the Land Grant 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.
- 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. (2) of the Land Grant stipulates that:-
 - (a) The Grantee acknowledges that as at the date of the Land Grant, other than the Existing Drains referred to in Special Condition No. (39) of the Land Grant, there are
 - (i) a building with structures and foundations existing within the Lot ("the Existing Building and Structures");
 and
 - (ii) some objects and structures projecting from the buildings erected upon the adjoining lots over the Green Area referred to in Special Condition No. 3(a)(i)(I) of the Land Grant ("the Protruding Features").
 - (b) Without prejudice to the generality of the provisions of General Condition No. 5 of the Land Grant, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the Lot as existing on the date of the Land Grant subject to the presence of the Existing Building and Structures and the Protruding Features and no objection or claim of whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same.
 - (c) The Grantee shall at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Building and Structures ("the Demolition Works").

- (d) The Government gives no warranty, express or implied, as to:
 - the physical condition, state or safety of the Existing Building and Structures and the Protruding Features or any part thereof;
 - (ii) whether the Existing Building and Structures and the Protruding Features or any part thereof were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation; or
 - (iii) whether the Protruding Features or any part thereof will be demolished, removed or rectified.
- (e) The Grantee shall at all reasonable times while he is in possession of the Green Area as referred to in Special Condition No. 3(a)(i)(l) of the Land Grant and while the Protruding Features exist permit the owners of the adjoining lots and their contractors, agents, workmen and any persons duly authorized by the owners of the adjoining lots the rights of ingress, egress and regress to, from and through the Green Area as referred to in Special Condition No. 3(a)(i)(l) of the Land Grant with or without tools, equipment, plant or machinery for the purposes of inspecting, repairing, cleaning, maintaining or carrying out any demolition and removal works in respect of the Protruding Features or any part thereof.
- 6. Special Condition No. (3) of the Land Grant stipulates that:
 - a) The Grantee shall:
 - (i) within 60 calendar months from the date of the Land Grant (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 and form those portions of future public roads shown coloured green on the plan annexed to the Land Grant ("the Green Area"); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require ("the Structures")

so that pedestrian traffic may be carried on the Green Area.

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- (ii) within 60 calendar months from the date of the Land Grant or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No. (4) of the Land Grant.
- (b) In the event of the non-fulfilment of the Grantee's obligations under Special Condition No. (3)(a) of the Land Grant within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (c) The 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 Special Condition No. (3)(a) of the Land Grant or the exercise of the rights by the Government under Special Condition No. (3)(b) of the Land Grant or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- 7. Special Condition No. (4) of the Land Grant stipulates that:-

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

pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (3) of the Land Grant or otherwise.

- 3. Special Condition No. (5) of the Land Grant stipulates that:-
 - The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (3) of the Land Grant.
- 9. Special Condition No. (6) of the Land Grant stipulates that:-
 - (a) The Grantee shall at all reasonable times while he is in possession of the Green Area:
 - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the Lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (3) (a) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (3) (b) of the Land Grant and any other works which the Director may consider necessary in the Green Area;
 - permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the Lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Lot or any adjoining or neighboring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
 - (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and

through the Lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.

- 10. Special Condition No. (7) 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 the Land Grant 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 31st day of March 2020.
- 11. Special Condition No. (9) 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.
- 12. Special Condition No. (10) of the Land Grant stipulates that:-
 - The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the Lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- 13. Special Condition No. (11) of the Land Grant stipulates that:-
 - Subject to the conditions of the Land Grant, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 of the Land Grant) of the Lot or any part thereof:
 - (a) any building or buildings erected or to be erected on the Lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
 - (b) no building or buildings may be erected on the Lot or any part thereof or upon any area or areas outside the Lot specified in the Land Grant, nor may any development or use of the Lot or any part thereof, or of any area or areas outside the Lot specified in the Land Grant take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation.

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- 14. Special Condition No. (12) of the Land Grant stipulates that:-
 - Subject to Special Condition No. (13) of the Land Grant and except with the prior written consent of the Director, no building, structure, support for any building or buildings or structure or structures, or projection shall be erected, constructed or placed on, over or above the ground level or levels of those portions of the Lot respectively shown coloured pink hatched black and pink hatched black stippled black on the plan annexed to the Land Grant ("the Air Sensitive Areas") except:
 - (i) boundary walls or fences or both;
 - (ii) landscaping works provided in accordance with Special Condition No. (10) of the Land Grant; and
 - (iii) the Noise Barrier as referred to in Special Condition No. (37)(e) of the Land Grant.
- 15. Special Condition No. (13) of the Land Grant stipulates that:-
 - Except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the area shown coloured pink hatched black stippled black on the plan annexed to the Land Grant ("the Pink Hatched Black Stippled Black Area") at the ground level or levels or within the air space extending upwards from the ground level or levels of the Pink Hatched Black Stippled Black Area to a height of 15 metres.
- 16. Special Condition No. (15) of the Land Grant stipulates that:-
 - (a) The Grantee may erect, construct and provide within the Lot such recreational facilities and facilities ancillary thereto ("**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.
- 17. Special Condition No. (16) of the Land Grant stipulates that:-
 - (a) Office accommodation for watchmen or caretakers or both may be provided within the Lot subject to the following conditions:
 - (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the residential building or buildings erected or to be erected on the Lot;
 - (ii) such accommodation shall not be used for any purpose other than office accommodation for

- watchmen or caretakers or both, who are wholly and necessarily employed on the Lot; and
- (iii) the location of any such accommodation shall first be approved in writing by the Director.
- 18. Special Condition No. (17) of the Land Grant stipulates that:
 - a) Quarters for watchmen or caretakers or both may be provided within the Lot subject to the following conditions:
 - (i) such quarters shall be located in one of the blocks of residential units erected on the Lot or in such other location as may be approved in writing by the Director; and
 - (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the Lot.
- 19. Special Condition No. (18) of the Land Grant stipulates that:-
 - (a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the Lot provided that:
 - (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the Lot and the buildings erected or to be erected thereon; and
 - (ii) the location of any such office shall first be approved in writing by the Director.
- 20. Special Condition No. (21) of the Land Grant stipulates that:Every assignment, mortgage, charge, underletting for more than three years or other alienation of the Lot or any part thereof or any interest therein shall be registered at the Land Registry.
- 21. Special Condition No. (25) of the Land Grant stipulates that:-
 - (a) Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for private residential purposes and their bona fide guests, visitors or invitees ("the Residential Parking Spaces") at a prescribed rate.

- (b) Additional spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for private residential purposes at a prescribed rate.
- (c) The spaces provided under sub-clauses (a)(i) and (a) (iii) of the Special Condition No. (25) of the Land Grant shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles at the following rates unless the Director consents to another rate:
 - (i) one space for every 150 square metres or part thereof of the gross floor area of the building or buildings or any part or parts of the building or buildings erected or to be erected on the Lot for office purposes; and
 - (ii) one space for every 200 square metres or part thereof of the gross floor area of the building or buildings or any part or parts of the building or buildings erected or to be erected on the Lot for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes.
- The spaces provided under sub-clauses (b)(i)(l) and (b)(i)(ll) of the Special Condition No. (25) of the Land Grant shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or any part or parts of the building or buildings erected or to be erected on the Lot for the respective purposes stipulated in the said sub-clauses and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (f) Out of the spaces provided under sub-clauses (a)(i), (a) (iii), (b)(i)(l) and (b)(i)(ll) of the Special Condition No. (25) of the Land Grant, the Grantee shall reserve and designate such number of spaces for the parking of motor

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vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation ("the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of the Special Condition No. (25) of the Land Grant and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of the Special Condition No. (25) of the Land Grant to become the Parking Spaces for the Disabled Persons.

- (g) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (h) Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at a prescribed rate unless the Director consents to another rate ("the Residential Motor Cycle Parking Spaces").
- The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings or any part or parts of the building or buildings or any part or parts of the building or buildings erected or to be erected on the Lot for private residential purposes and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (j) The spaces provided under sub-clauses (d)(i)(II) and (d)(i)(III) of the Special Condition No. (25) of the Land Grant shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for the respective purposes stipulated in sub-clauses

(b)(i)(l) and (b)(i)(ll) of the Special Condition No. (25) of the Land Grant and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- 22. Special Condition No. (26) of the Land Grant stipulates that:-
 - (a) Spaces for the loading and unloading of goods vehicles shall be provided within the Lot to the satisfaction of the Director at the following rates:
 - (i) one space for every block of residential units erected or to be erected on the Lot for private residential purposes or at such other rates as may be approved by the Director, such loading and unloading space to be located adjacent to or within each block of residential units;
 - (ii) one space for any building or buildings erected or to be erected on the Lot or any part or parts of the building or buildings for office purposes; and
 - (iii) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the Lot or any part or parts of the building or buildings for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes;
 - (b) The spaces provided under sub-clauses (a)(i), (a)(ii) and (a)(iii) of the Special Condition No. (26) of the Land Grant shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings or any part or parts of the building or buildings referred to respectively in the said sub-clauses.
- 23. Special Condition No. (29) of the Land Grant stipulates that:-
 - (a) Notwithstanding that the Land Grant shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:
 - (i) assigned except
 - (I) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for private residential purposes; or

- (II) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for private residential purposes; or
- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot.

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

- 24. Special Condition No. (31) 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 Condition Nos. (25) (as may be varied under Special Condition No. (27) of the Land Grant) and (26) of the Land Grant, or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (20)(c) of the Land Grant and a building mortgage under Special Condition No. (20)(d) of the Land Grant or such other transactions as the Director may approve) affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot shall be entered into prior to such deposit. The 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. (25) and (26) of the Land Grant. The Grantee shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the Lot or any building or structure thereon shall be used for parking purposes.

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- 25. Special Condition No. (32) of the Land Grant stipulates that:-
 - The Grantee shall not cut away, remove or set back any Government land adjacent to or adjoining the Lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the Lot at such premium as he may determine.
- 26. Special Condition No. (33) of the Land Grant stipulates that:-
 - 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 the Land Grant, 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 agreed to be granted under the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
 - (b) Nothing in sub-clause (a) of Special Condition No. (33) of the Land Grant shall prejudice the Government's rights under the Land Grant, in particular Special Condition No. (32) of the Land Grant.
 - (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the 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.
- In addition to any other rights or remedies provided in the Land Grant for breach of the Land Grant, 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.
- 27. Special Condition No. (34) of the Land Grant stipulates that:-
 - (a) In the event of earth, spoil, debris, construction waste or building materials ("the waste") from the Lot, or from other areas affected by any development of the Lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties ("the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
 - (b) Notwithstanding sub-clause (a) of Special Condition No. (34) of the Land Grant, the Director may (but is not obliged to), at the request of the Grantee, remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.
- 28. Special Condition No. (35) of the Land Grant stipulates that:-

The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work ("the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the Lot or any part thereof or the Green

Area or both the Lot or any part thereof and the Green Area ("the Services"). The 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 the Green Area or both the Lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot or any part thereof or the Green Area or both the Lot or any part thereof and the Green Area or 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.

- 29. Special Condition No. (36) of the Land Grant stipulates that:-
 - (a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
 - (b) The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, 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

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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.

- 30. Special Condition No. (37) of the Land Grant stipulates that:-
 - (a) The Grantee shall within six calendar months from the date of the Land Grant (or such other extended period or periods as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director and the Director of Environmental Protection submit or cause to be submitted to the Director for his written approval at a noise impact assessment ("the NIA") on the development of the Lot. The NIA shall identify all adverse noise impacts on the development of the Lot and contain proposals for appropriate noise mitigation measures ("Noise Mitigation Measures").
 - (b) The Grantee shall at his own expense and within such time limit as shall be stipulated by the Director carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director ("the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director and the Director of Environmental Protection.
 - (c) In the event that the Approved Noise Mitigation Measures comprise the erection or construction of noise barrier or noise barriers on the Lot with projection extending beyond the boundary of the Lot and over and above any portion of the adjoining Government land ("the Noise Barrier"), the following conditions shall apply:
 - (i) the Grantee shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;

- (ii) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the Lot;
- (iii) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
- (iv) the Grantee shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approval by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director and if temporary traffic closure or diversion shall be required for carrying out any works under sub-clause (e) (iv) of Special Condition No. (37) of the Land Grant, written agreement of the Commissioner of Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
- (v) the Noise Barrier shall not be used for any purpose other than as a noise barrier provided that except with the prior written consent of the Director, the Grantee shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever;
- (vi) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Grantee a written notice requiring the Grantee to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Grantee shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (vii) the Grantee shall at all times permit the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (e)(i), (e)(iv) and (e)(ix) of the Special

Condition No. 37 of the Land Grant and carrying out any works in accordance with sub-clause (e)(x) of the Special Condition No. 37 of the Land Grant or any other works which the Director may consider necessary.

- 31. Special Condition No. (38) of the Land Grant stipulates that:-
 - The Grantee shall within six calendar months from the date of the Land Grant (or such other extended period as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director and the Director of Environmental Protection submit or cause to be submitted to the Director and the Director of Environmental Protection for their approval in writing a sewerage impact assessment ("the SIA") containing, among others, such information and particulars as the Director and 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 approved SIA in all respects to the satisfaction of the Director and the Director of Environmental Protection and within such time limit as may be stipulated by them.
 - (c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.
 - (d) No building works (other than the Demolition Works, ground investigation, site formation works and the Diversion Works as referred to in Special Condition No. (39)(b) of the Land Grant) shall be commenced on the Lot or any part thereof until the SIA shall have been approved in writing by the Director and the Director of Environmental Protection.
- 32. Special Condition No. (39) of the Land Grant stipulates that:-
 - (a) The Grantee acknowledges that as at the date of the Land Grant, there are existing underground stormwater drains within the Lot alignments of which are shown and marked by red lines on the plan annexed to the Land Grant ("the Existing Drains"). Without prejudice to the generality of the provisions of General Condition No. 5 of the Land Grant, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the Lot as existing at the date of

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the Land Grant subject to the presence of the Existing Drains and no objection or claim of whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same. 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 presence of the Existing Drains. Subject to sub-clause (b) of Special Condition No. (39) of the Land Grant, the Grantee shall not interfere with or obstruct or remove or relocate or permit or suffered to be interfered with or obstructed or removed or relocated the Existing Drains.

- Without prejudice to the provisions of Special Condition Nos. (35) and (36) of the Land Grant, prior to commencement of any buildings works and site formation works on the Lot (other than ground investigation and the Demolition Works), the Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out diversion works for or in connection with the Existing Drains ("the Diversion Works"), to such location or locations outside the Lot with such materials and to such standard, specification and design as the Director may approve or require and complete the Diversion Works in accordance with the proposal approved by the Director under sub-clause (c) of Special Condition No. (39) of the Land Grant in good and workmanlike manner in all respects to the satisfaction of the Director. 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 presence of the Existing Drains and the carrying out of the Diversion Works or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (c) Prior to commencement of the Diversion Works, the Grantee shall at his own expense submit to the Director for his approval a written proposal for the Diversion Works.
- (d) Upon completion of the Diversion Works, the Grantee shall at his own expense maintain the drains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Diversion Works ("the Diverted Drains") in good condition and in all respects to the satisfaction of the Director until the Diverted Drains shall be handed over by the Grantee in accordance with sub-clause (e) of Special Condition No. (39) of the Land Grant.
- (e) The Diverted Drains shall be handed over by the Grantee to the Government free of costs upon demand by the

Government and in any event the Diverted Drains shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that the conditions of the Land Grant have been complied with to his satisfaction.

- (f) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b) and (d) of Special Condition No. (39) of the Land Grant, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (g) The Grantee shall at all times permit the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and the Green Area for the purposes of:
 - (i) inspecting, operating, maintaining and repairing the Existing Drains prior to the completion of the Diversion Works; and
 - (ii) carrying out, inspecting, checking and supervising the Diversion Works and the works under sub-clause (f) of Special Condition No. (39) of the Land Grant.
- The Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (g) of Special Condition No. (39) of the Land Grant shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (g) of Special Condition No. (39) of the Land Grant, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (g) of Special Condition No. (39) of the Land Grant by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- in the Grantee shall at all times indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the carrying out of the Diversion

Works or the erection, construction, presence, repair or maintenance of the Diverted Drains or the works under sub-clause (f) of Special Condition No. (39) of the Land Grant.

- 33. Special Condition No. (40) of the Land Grant stipulates that:-Wherever in the Land Grant it is provided that:
 - (a) the Government or its duly authorized officers shall or may carry out works of any description on the Lot or any part thereof or outside the Lot (whether on behalf of the Grantee or on the failure of the Grantee to carry out such works or otherwise) at the cost of the Grantee or that the Grantee shall pay or repay to the Government or to its duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers; or
 - (b) the prior approval or consent of the Government or its duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion.
- 34. Special Condition No. (42) 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:

- The expression "Grantee" as mentioned in this section means the "Purchaser" under the Land Grant and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.
- Please refer to the Land Grant for full details. A copy of the Land Grant is available for inspection free of charge during opening hours at the sales office upon request and copies will be provided on payment of photocopying charges.

批地文件的摘要

- 1. 發展項目興建於依據日期為2015年2月26日的新批地條件第22057號 (「**批地文件**」)而持有的葵涌市地段第518號(「**該地段**」)上。
- 2. 該地段批地年期為由2015年2月26日起計50年。
- 3. 批地文件特別條件第(8)條規定:
 - (a) 受限批地文件特別條件第(8)(b)條的條款,該地段或任何部分或該地段上任何已建或擬建的建築物除用作非工業(不包括貨倉、酒店及加油站)之用途外,不得用作其他用途。
 - b) 在該地段任何已建或擬建的建築物除用作以下用途外,不得用 作其他用途:
 - (i) 就最底三層而言,作非工業(不包括貨倉、酒店、加油站)用途;惟為免生疑問,就批地文件特別條件第(8)條而言,地庫層(如建有)須被視為一層,而不論該層的大小及樓面面積,且任何地庫層的使用須進一步按批地文件特別條件第(8)(b)(iii)條的規定受到限制;
 - (ii) 就餘下層數(如有多於3層地庫(如建有),則不包括任何一層或多層高於最底三層的地庫)而言,作私人住宅用途;及
 - (iii) 就任何地庫層(如建有)而言,不論作為最底三層其中一層或高於最底三層的地庫層,作非工業 (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(7)條規定:
 - (a) 承授人須於批地年期的期間按批地文件對已建或重建建築物(該詞指批地文件一般條件第7(b)條所指的重建):
 - (i) 按經批准的設計、配置及任何經批准建築圖則維持一切 建築物,不得對其作出修訂或更改;及
 - (ii) 維持已建或今後按批地文件或任何其後的合同性修改興 建的一切建築物處於修繕妥當及良好的保養狀態直至批 地年期結束或提前終止而交還為止。
 - (b) 倘若在批地文件的年期期間拆卸當時在該地段或其中任何部分上存在的任何建築物,承授人須興建相同類型和不少於原先的總樓面面積的健全及堅固的建築物或經地政總署署長(「署長」)批准的類型和價值的建築物作為代替。如果作出上述拆卸,承授人須在該拆卸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,並在收到上述同意後的三個曆月內展開重新發展所必要的工程和在署長規定的時限內完成工程,達致署長滿意。
- 5. 批地文件特別條件第(2)條規定:
 - a) 承授人確認知悉於批地文件之日,除批地文件特別條件第(39) 條所指的現存排水渠外,該地段存有:
 - i) 現存於該地段內的附有構築物及地基的建築物(「**現存建 築物及構築物**」);及
 - (ii) 批地文件特別條件第(3)(a)(i)(I)條所指的綠色範圍上 的毗連地段上由已建建築物延伸的若干物件及構築物(「 伸出物」)。

- (b) 在不影響批地文件一般條件第5條的一般適用範圍下,承授人 在不抵觸現存建築物及構築物與伸出物的存在下被當作滿意及 已經接受現存於批地文件之日該地段的狀態及狀況,且承授人 不得就此或因此而作出或提出任何性質的反對或申索。
- (c) 承授人自費及於所有方面達致署長滿意的情況下拆卸及移除現 存建築物及構築物(「**拆卸工程**」)。
- (d) 政府不會明示或隱含保證:
 - (i) 現存建築物及構築物和伸出物或其任何部分的物理狀況、狀態或安全性;
 - (ii) 現存建築物及構築物和伸出物或其任何部分是否遵照《 建築物條例》或其下之任何規例及任何修訂法例興建或 安裝或維持存在;或
 - (iii) 伸出物或其任何部分是否會被拆卸、移除或糾正。
- (e) 承授人須在其管有批地文件特別條件第(3)(a)(i)(I)條所指的 線色範圍期間及伸出物存在期間的所有合理時間內批准毗連地 段的業主及其承建商、代理人、工人及毗連地段的業主正式授 權的任何人士,不論是否攜同工具、設備、裝置或機器,有權 進出、返回及通過批地文件特別條件第(3)(a)(i)(I)條所指的 綠色範圍以視察、維修、清潔、保養或執行有關伸出物或其任 何部分的拆卸及移除工程。
- 6. 批地文件特別條件第(3)條規定:
 - (a) 承授人須:
 - (i) 於批地文件之日後60個曆月內(或署長可批准之其他延長時間)自費以署長批准的方式及物料及標準、水平、位置和設計進行下列工程,至使署長在各方面滿意:
 - (I) 鋪設及塑造若干未來道路於批地文件隨附圖則上顯示為綠色的部分(「**綠色範圍**」);及
 - (II) 提供及建造署長可全權指定的橋樑、隧道、上跨路、地下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物(統稱「**構築物**」)

使行人可於綠色範圍上往來;

- (ii) 於批地文件之日後60個曆月內或署長可批准之其他延長時間自費於綠色範圍上鋪設路面、路邊及管道,並為其提供署長可要求提供的溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記,至使署長滿意;及
- (iii) 自費保養綠色範圍連同構築物及所有建造、安裝及提供在其上或內的構築物、路面、溝渠、下水道、排水渠、消防柱、服務設施、街燈、交通標誌、街道設施、道路標記及機器,至使署長滿意,直至綠色範圍之管有權按批地文件特別條件第(4)條交回政府為止。
- (b) 若承授人未能於指定期限內履行批地文件特別條件第(3)(a)條之責任,政府可進行所需之工程,惟費用由承授人支付,就此承授人須應要求向政府繳付一筆款項,數額等於上述工程之費用,該數額由署長釐定,此決定為最終決定並對承授人具約束力。
- (c) 就任何對承授人或任何其他人所造成或承授人或任何其他人蒙 受的損失、破壞、滋擾或干擾,不論是因承授人履行其於批 地文件特別條件第(3)(a)條下的責任或政府行使其於批地文

件特別條件第(3)(b)條下的權利或其他原因而起的或其附帶的,政府概不承擔任何責任;承授人亦不得針對政府就該等損失、破壞、滋擾或干擾提出任何申索。

7. 批地文件特別條件第(4)條規定:

僅為了進行批地文件特別條件第(3)條規定指定的必要工程,承授人於批地文件之日獲授予綠色範圍的管有權。承授人須應政府要求交還綠色範圍,但無論如何,若署長致函發出信件表示批地文件各項條件已妥為履行達致其滿意,綠色範圍即被視為已於發信當天由承授人交回政府。承授人須在其管有綠色範圍的所有合理時間內容許所有公眾行人自由穿越、通往及前往綠色範圍,並確保其通行不受批地文件特別條件第(3)條或其他原因所進行的工程的干擾或阻礙。

8. 批地文件特別條件第(5)條規定:

未經署長事先書面同意,承授人不得使用綠色範圍作儲存或架設任何臨時構築物,又或進行批地文件特別條件第(3)條所指定之工程以外的其他用途。

- 批地文件特別條件第(6)條規定:
 - (a) 承授人須於管有綠色範圍期間的所有合理時間內:
 - (i) 允許政府、署長及其官員、承建商及代理及任何其他獲署長授權人士進出、返回及通過該地段及綠色範圍,以便檢查、查核及監督任何遵照批地文件特別條件第(3)(a)條規定進行的工程及執行、檢查、查核及監督任何遵照批地文件特別條件第(3)(b)條規定進行的工程,以及署長認為必須在綠色範圍進行的其他工程;
 - (ii) 允許政府及獲政府授權的相關公共事業公司應其要求進出、返回及通過該地段及綠色範圍,以供其在綠色範圍或任何毗連土地之內、之上或之下進行任何工程,包括但不限於鋪設及於其後保養為向該地段或任何毗連或鄰近土地或處所提供電話、電力、氣體(如有)及其他服務而所需的水管、電線、導管、電線槽及其他傳導媒體及附屬設備;承授人須就有關任何上述於綠色範圍內進行之工程之所有事宜與政府及獲政府妥為授權的有關公共事業公司通力合作;及
 - (iii) 允許水務監督之官員及其他獲其授權之人士應其要求進出、返回及通過該地段及綠色範圍,以進行任何與綠色範圍內之水務設施之操作、保養、維修、更換及改動有關的工程。
- 10. 批地文件特別條件第(7)條規定:

承授人須全面履行批地文件的條款及遵守一切不時適用於香港有關建築物、衛生及規劃的法律、地方法規及規例,於該地段上興建建築物以發展該地段,該等建築物須於2020年3月31日或之前建成並可以入伙。

11. 批地文件特別條件第(9)條規定:

除獲署長事先書面同意外(署長於簽發同意書時可施加其認為適當的移植、補償美化或重植條件),承授人不得移除或干擾於該地段或鄰近地方生長的樹木。

批地文件的摘要

12. 批地文件特別條件第(10)條規定:

承授人須自費為該地段及平台(如有)未有建築之部分進行環境美化工程及種植樹木及灌木,並於其後保持及維持它們於安全、清潔、整齊、 井然及健康之狀況並達致署長滿意。

13. 批地文件特別條件第(11)條規定:

受限於批地文件的條款,在發展或重建(此詞語只是指批地文件一般條件第7條所指的重建)該地段或其部分時:

- (a) 該地段上已建或擬建的任何建築物須全面符合《建築物條例》、 其附屬規例及任何修訂法例。
- (b) 該地段或其部分或批地文件指定該地段之外任何區域興建的任何建築物或發展或使用不得在任何方面違反《城市規劃條例》、 其附屬規例及任何修訂法例。
- 14. 批地文件特別條件第(12)條規定:
 - (a) 受限於批地文件特別條件第(13)條及除非獲署長事先書面同意,否則不得在批地文件附錄圖則上分別以粉紅色間黑斜線及粉紅色間黑斜線並加黑點範圍的該地段部分(「空氣敏感地區」)的地面水平或地面水平上豎立、興建或放置建築物、構築物、任何建築物或構築物的支撐物件或伸展物,惟以下部分除外:
 - (i) 邊界牆或圍欄或兩者;
 - (ii) 按批地文件特別條件第(10)條的環境美化工程;及
 - (iii) 批地文件特別條件第(37)(e)條所指的隔音屏障。
- 15. 批地文件特別條件第(13)條規定:

未經署長事先書面同意及符合他施加的任何條件(包括支付他要求的任何行政費及地價),不得在批地文件附錄圖則上用粉紅色間黑斜線並加黑點標示的範圍(「粉紅色間黑斜線並加黑點範圍」)內的地面水平或從粉紅色間黑斜線並加黑點範圍地面起向上伸展至15米空間內搭建或興建任何建築物、構築物或任何建築物或構築物之支撐物或伸展物。

- 16. 批地文件特別條件第(15)條規定:
 - (a) 承授人可於該地段內搭建、興建及提供經署長書面批准的休憩 設施及其附屬設施(「**設施**」)。設施的種類、尺寸、設計、高 度及布局亦須經署長事先書面批准。
- 17. 批地文件特別條件第(16)條規定:
 - a) 該地段內可提供看更或管理員或兩者的辦公設施,受下列條件 規限:
 - (i) 署長認為此等設施對該地段已建或擬建的住宅建築物的 安全、保安及良好管理是必要的;
 - (ii) 此等設施不得用作該地段全職聘用和必要時聘用的看更 或管理員或兩者的辦公設施以外用途;及
 - (iii) 此等設施的位置須經署長事先書面批准。

- 18. 批地文件特別條件第(17)條規定:
 - (a) 該地段內可提供看更或管理員或兩者的宿舍,受下列條件規限:
 - (i) 上述宿舍須設在該地段已建一座住宅單位大廈或署長書 面批准的其他位置:及
 - (ii) 上述宿舍不能用作該地段內全職聘用和必要時聘用的看 更或管理員或兩者的宿舍以外用途。
- 19. 批地文件特別條件第(18)條規定:
 - (a) 可於該地段內提供一個辦事處,供業主立案法團或業主委員會 使用,惟:
 - (i) 該辦事處不得用作就該地段及於其上已建或擬建的建築物所成立或擬成立的業主立案法團或業主委員會開會及 行政工作之外任何用途;及
 - (ji) 該辦事處的位置須經署長事先書面批准。
- 20. 批地文件特別條件第(21)條規定:

每份關於該地段或其部份或其權益的轉讓契、按揭、押記、超過三年之 轉租或其他讓與均須於土地註冊處註冊。

- 21. 批地文件特別條件第(25)條規定:
 - (a) 須於該地段內按一指定比率提供若干車位,以供按《道路交通 條例》、其附屬規例及任何修訂法例獲發牌及屬於該地段已建 或擬建建築物的私人住宅單位的住客及其真實賓客、訪客或所 邀請者之車輛停泊(「**住宅車位**」),至使署長滿意。
 - (b) 須按一指定比率在該地段內提供若干額外車位,以供按《道路 交通條例》、其附屬規例及任何修訂法例獲發牌及屬於該地段 已建或擬建建築物的私人住宅單位的住客的真實賓客、訪客或 所邀請者之車輛停泊,至使署長滿意。
 - (c) 批地文件特別條件第(25)(a)(i)及(a)(iii)條下的車位不得用作任何其分條分別規定以外的用途,尤其是上述車位不得用作儲存、展示或展覽供車輛出售或其他用途或用作提供汽車清潔及美容服務。
 - (d) 除非署長同意其他比率,必須按下列比率在該地段內提供車位 作停泊車輛用涂,使署長滿意:
 - (i) 該地段已建或擬建作寫字樓用途的建築物或其部分的總 樓面面積,每150平方米或其中部分設有一個車位;及
 - (ii) 該地段已建或擬建作非工業用途(不包括私人住宅、寫字樓、倉庫、酒店及加油站)的建築物或其部分的總樓面面積,每200平方米或其中部分設有一個車位。
 - (e) 按批地文件特別條件第(25)(b)(i)(I)及(b)(i)(II)條提供的車位,不得用作停泊根據《道路交通條例》、其附屬規例及任何修訂法例獲發牌的車輛及屬於該地段已建或擬建的(作上述條款分別列明的用途)建築物或其部分之佔用者和他們的真正來賓、訪客或被邀請人以外之任何用途,特別是上述車位不得用作儲存、陳列或展示車輛作汽車出售或其他用途,或用作提供汽車清潔及美容服務。

- (f) 在批地文件特別條件第(25)(a)(i)、(a)(iii)、(b)(i)(I)及(b)(i)(II)條提供的車位中,承授人須保留及指定建築事務監督要求或批准的若干數量的車位供《道路交通條例》、其附屬規例及任何修訂法例界定的殘疾人士停泊車輛(「**殘疾人士車位**」),惟須保留及指定最少一個由批地文件特別條件第(25)(a)(iii)條提供的車位作為殘疾人士車位,且承授人不得保留或指定所有按批地文件特別條件第(25)(a)(iii)條提供的車位作為殘疾人士車位。
- (g) 殘疾人士車位不得用作停泊根據《道路交通條例》、其附屬規例及任何修訂法例界定的殘疾人士停泊車輛以外之任何用途,而該等車輛是屬於該地段已建或擬建的建築物之住客或佔用者和他們的真正來賓、訪客或被邀請人,特別是上述車位不得用作儲存、陳列或展示車輛作汽車出售或其他用途,或用作提供汽車清潔及美容服務。
- (h) 除非署長同意其他比率,須於該地段內按指定比率提供若干車位,以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌之電單車停泊(「住宅電單車車位」),至使署長滿意。
- (i) 住宅電單車車位不得用作停泊根據《道路交通條例》、其附屬 規例及任何修訂法例獲發牌的電單車並屬於該地段已建或擬建 的以私人住宅為用途的建築物或其部分之住客和他們的真正來 賓、訪客或被邀請人以外之任何用途,特別是上述車位不得用 作儲存、陳列或展示車輛作汽車出售或其他用途,或用作提供 汽車清潔及美容服務。
- (j) 批地文件特別條件第(25)(d)(i)(II)及(25)(d)(i)(III)條所提供的車位不得用作停泊根據《道路交通條例》、其附屬規例及任何修訂法例獲發牌的電單車並屬於該地段已建或擬建的(作批地文件特別條件第(25)(b)(i)(I)及(25)(b)(i)(II)條分別列明的用途)建築物或其部分之佔用者和他們的真正來賓、訪客或被邀請人以外之任何用途,特別是上述車位不得用作儲存、陳列或展示車輛作汽車出售或其他用途,或用作提供汽車清潔及美容服務。
- 22. 批地文件特別條件第(26)條規定:
 - (a) 須於該地段內按以下比率提供若干上落貨車位,至使署長滿 意:-
 - (i) 每棟於該地段已建或擬建作私人住宅用途的住宅大廈提供一個車位或署長可能批准的其他比率,上述的上落貨車位位於每棟住宅大廈側或每棟住宅大廈內;
 - (ii) 每棟於該地段已建或擬建作寫字樓用途的建築物或任何 建築物部分提供一個車位;及
 - (iii) 該地段已建或擬建作非工業用途(不包括私人住宅、寫字樓、倉庫、酒店及加油站)的建築物或其部分的總樓面面積,每800平方米或其中部分提供一個車位。
 - (b) 批地文件特別條件第(26)(a)(i)、(a)(ii)及(a)(iii)條下的車位,不得用作所述分條分別所指的、與該建築物或其部分有關的貨車裝卸以外任何用途。

批地文件的摘要

23. 批地文件特別條件第(29)條規定:

- (a) 即使已履行與遵守批地文件達致署長滿意,住宅車位及住宅電 單車車位不得:
 - (i) 轉讓,除非
 - (I) 連同該地段的不分割份數連獨家使用及管有該地 段上已建或擬建的建築物或其部分的作私人住宅 用途的住宅單位的權利轉讓;或
 - (II) 轉讓予已經是該地段的不分割份數連獨家使用及 管有該地段上已建或擬建的建築物或其部分的作 私人住宅用途的住宅單位的權利之業主;或
 - (ii) 出租,除非租予該地段上已建或擬建的建築物住宅單位的住客。

惟無論如何,不得向該地段上已建或擬建的建築物的任何一個作私人住宅用途的住宅單位的業主轉讓或向該地段上已建或擬建的建築物的任何 一個作私人住宅用途的住宅單位的住客出租總共超過三個住宅車位及住 宅電單車車位。

24. 批地文件特別條件第(31)條規定:

經署長批准標示按批地文件特別條件第(25)條(可按批地文件特別條件第(27)條修訂)及第(26)條在該地段內提供的所有車位、裝卸車位的圖則或認可人士(按《建築物條例》、其附屬規例及任何修訂法例界定)核實的副本須提交給署長。在上述提交前不能進行影響該地段或其部分或該地段已建或擬建的任何建築物或其部分的交易(除了按批地文件特別條件第(20)(c)條訂立租賃協議或租契或與此租賃協議或租契有關的協議及按批地文件特別條件第(20)(d)條訂立建築按揭或署長可批准的其他交易)。上述經批准圖則標示的車位、裝卸車位只可用作批地文件特別條件第(25)及(26)條指定的用途。承授人須按該經批准圖則保養車位、裝卸車位及其他區域,包括但不限於升降機、梯台、調度及迴旋區,未經署長事先書面批准,不得對其作出更改。除經批准圖則標示的車位外,不得使用該地段或其中任何建築物或構築物作泊車用途。

25. 批地文件特別條件第(32)條規定:

除非獲得署長事先書面批准,承授人不可分割、移除或移後任何鄰近或 毗連該地段的政府土地,或對任何政府土地進行任何形式的建築、填土或任何斜坡處理工程。署長可全權酌情在給予有關同意時訂立其認為適合之條款及條件,包括以其決定之地價批出額外政府土地以擴展該地段。

26. 批地文件特別條件第(33)條規定:

(a) 如果任何土地需要或已經被分割、移除或後移或進行任何建築或堆填或進行任何類型的斜坡處理工程,不論有否經署長預先書面同意,亦不論是在該地段內或任何政府土地內,旨在或有關構建、平整或發展該地段或其部分或承授人按批地文件須要進行的任何其他工程或作任何其他用途,承授人須自費進行的任何其他工程或作任何其他用途,承授人須自費進行收。 修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或今後成為必要的其他工程,以保護與承托該地段和任何毗鄰或毗連政府土地或出租土地內的土地,避免與下上令後發生任何塌方、山泥傾寫或地陷。承授人須在批地文件批出年期期間自費保養上述土地、斜坡處理工程、護土牆或其他工年期期間自費保養上述土地、斜坡處理工程,使其處於妥善與充足的維修及狀況,以達致署長滿意。

- (b) 批地文件特別條件第(33)(a)條不損害政府在批地文件(尤其 批地文件特別條件第(32)條下的權利)。
- (c) 倘若因為任何構建、平整、發展或承授人進行其他工程或任何 其他原因造成任何時候發生塌方、山泥傾瀉或地陷,不論發生 在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土 地,承授人須自費進行修復或彌補,以達致署長滿意,並對上 述塌方、山泥傾瀉或地陷造成政府、其代理人及承建商承受、 遭受或產生的一切費用、收費、損害賠償、要求及索償作出彌 償。
- (d) 除了批地文件所訂對違反批地文件的任何其他權利或補償外, 署長有權發出書面通知要求承授人進行、修建及保養上述土 地、斜坡處理工程、護土牆或其他承托物、保護物及排水系統 或附屬工程或其他工程或復原及修復任何塌方、山泥傾瀉或地 陷,及倘若承授人不理會或未能在通知指定的時期內執行該通 知的要求,並達致署長滿意,署長可立即執行與進行任何必要 工程,而承授人須在政府要求時償還政府因此產生的費用連同 任何行政費或專業費用及收費。

27. 批地文件特別條件第(34)條規定:

- (a) 倘若從該地段或從其他受該地段的任何發展所影響的區域有泥土、廢土、瓦礫、建築廢料或建材(「廢料」)遭侵蝕、流入或傾倒至公共巷徑或道路或路渠、海灘或海床、污水渠、雨水渠或明渠或其他政府產業(「**政府產業**」),承授人須自費清理廢料並修復對政府產業造成的損壞。承授人須對該等侵蝕、流入或傾倒對私人產業造成的任何損壞或滋擾所引致的一切訴訟、索償及要求向政府作出彌償。
- (b) 儘管批地文件特別條件第(34)(a)條有所規定,署長可以(惟 沒有義務)應承授人要求清理廢料並修復對政府產業造成的損 壞,而承授人須在政府要求時向政府支付有關費用。

28. 批地文件特別條件第(35)條規定:

承授人須在任何時候,特別是進行建築、保養、翻新或維修工程(「**工** 程」)期間,採取或促使他人採取一切合理及足夠的謹慎、技巧及預防 措施,避免對該地段或其部分或綠色範圍或該地段或其部分及綠色範圍 兩者之上、上面、之下或毗鄰的任何政府擁有或其他現有排水渠、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、公用事業服務或其他工程或裝置(「服務」)造成任何損壞、 干擾或阻塞。承授人在進行任何工程之前必須進行或促使他人進行適當 的勘測及必要的查詢,確定服務的現況及水平,並提交處理任何可能受 工程影響的服務的書面建議給署長,供他全面審批,及必須在取得署長 對工程及上述建議的書面批准後才能進行工程。承授人須自費履行署長 於批准上述建議時對服務施加的任何要求,包括承擔任何必要的改道、 重鋪或修復的費用。承授人須自費全面維修、彌補及修復因進行工程而 對該地段或其部分或綠色範圍或該地段或其部分及綠色範圍兩者或任何 服務以任何方式造成的任何損壞、干擾或阻塞(除非署長另作選擇,明 渠、污水渠、雨水渠或總水喉須由署長負責修復,而承授人須在政府要 求時向政府支付工程的費用),以達致署長滿意。倘若承授人未能對該地 段或其部分或綠色範圍或該地段或其部分及綠色範圍兩者或任何服務進 行該等必要的改道、重鋪、維修、彌補及修復工程,以達致署長滿意, 署長可進行他認為必要的該等改道、重鋪、維修、彌補或修復工程,而 承授人須在政府要求時向政府支付工程的費用。

- 29. 批地文件特別條件第(36)條規定:
 - (a) 承授人須自費興建及保養無論於該地段邊界內或政府土地內署 長認為必要的排水渠及渠道,並達致署長滿意,以便截斷與引 導該地段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。就暴雨或雨水造成任何損害或滋擾所引起的一切訴 訟、申索及要求,承授人須單獨負責及向政府及其人員作出彌 償。
 - (b) 連接該地段的任何排水渠及污水渠至政府的雨水渠及污水渠的工程可由署長進行,但署長毋須就因此產生的任何損失或損害對承授人負責,而承授人須在政府要求時向政府支付上述連接工程的費用。或者,該等連接工程亦可由承授人自費進行,以達致署長滿意,而在該種情況下,該等連接工程任何一段若在政府土地內修建,須由承授人自費保養,直至政府要求時由承授人移交給政府,由政府出資負責往後的保養,而承授人須在政府要求時向政府支付有關上述連接工程的技術檢查之費用。若承授人未能保養在政府土地內修建的上述連接工程任何一段,署長可進行他認為必要的保養工程,而承授人須在政府要求時向政府支付該等工程費用。

30. 批地文件特別條件第(37)條規定:

- (a) 承授人須於批地文件之日後6個曆月內(或其他經署長批准延後的期限內)自費就該地段的發展提交或促使他人提交噪音影響評估(「**噪音影響評估**」)予署長書面審批,以全面達致署長及環境保護署署長滿意。噪音影響評估須載有發展該地段的一切不利的噪音影響和建議適當的噪音消減措施(「**噪音消減措施**」)。
- (b) 承授人須在署長指定的期限內自費進行與實施噪音影響評估建 議並經署長批准的噪音消減措施(「**經批准噪音消減措施**」) ,以全面達致署長及環境保護署署長滿意。
- (c) 倘若經批准噪音消減措施包括在該地段上搭建或興建伸展超出 該地段的邊界和在毗鄰政府土地任何部分之上或上方的隔音屏 障(「**隔音屏障**」),下列條件適用:
 - (i) 承授人須按建築事務監督批准的圖則自費設計、搭建及 建造隔音屏障,在一切方面符合《建築物條例》、其下 的任何法例及任何修訂條例;
 - (ii) 不能在任何毗鄰該地段的政府土地之上、上方或之下搭 建噪音屏障的地基或承托物;
 - (iii) 未經署長的預先書面批准,不能在隔音屏障或其中任何 部分之處或之上固定或作出任何更改、增建、更換或連 接;
 - (iv) 承授人須在任何時候自費維護、保養及維修隔音屏障或 (如果署長批准)其任何更換物處於修葺良好堅固的狀 況,在一切方面使署長滿意。如果按批地文件特別條件 第(37)(e)(iv)條進行任何工程需要臨時封閉交通或改 道,必須取得運輸署署長對臨時交通安排的書面同意, 才能展開任何工程:
 - (v) 隔音屏障只能用作隔音屏障之用途。未經署長的預先書 面同意,承授人不能使用或容許他人使用隔音屏障或其 中任何部分張貼廣告或展示任何標誌、通告或海報;
 - (vi) 署長有權在任何時候自行酌情向承授人發出書面通知, 要求承授人在通知日起的6個曆月內拆除與移走伸展到 政府土地上面的隔音屏障的部分,不能作出任何更換,

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批地文件的摘要

承授人在收到該書面通知後,承授人須在上述書面通知 指定的時間內自費拆除與移走上述隔音屏障部分,在一 切方面使署長滿意;

(vii) 承授人須准許署長及其官員、承建商、代理人及工人及署長授權的任何其他人士在任何時間內不論是否帶備工具、設備、裝置、機器或車輛有權自由進出、返回及通過該地段或其中任何部分或在其上已建或擬建的任何建築物,旨在視察、檢查及監管按批地文件特別條件第(37)(e)(i)、(37)(e)(iv)及(37)(e)(ix)條進行的任何工程和按批地文件特別條件第(37)(e)(x)條進行的任何工程或署長認為必要的任何其他工程。

31. 批地文件特別條件第(38)條規定:

- (a) 承授人須於批地文件之日後6個曆月內(或其他經署長批准延 後的期限內)自費提交或促使他人提交排污影響評估(「 排污影響評估」)予署長及環境保護署署長書面審批,以全面 達致署長及環境保護署署長滿意。排污影響評估載有(其中包 括)署長及環境保護署署長要求的資料及詳情,包括但不限於 發展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) 承授人須在署長及環境保護署署長指定的時間內自費實施獲批 准的排污影響評估的建議,在一切方面使署長及環境保護署署 長滿意。
- (c) 排污影響評估當中的技術問題須由香港工程師學會一名以土木工程為專科的成員或特許土木工程師進行。
- (d) 未經署長及環境保護署署長書面審批排污影響評估,不得於該 地段或其任何部分展開建築工程(惟批地文件特別條件第(39) (b)條所指的拆卸工程、土地勘測、地盤平整工程及改道工 程除外)。

32. 批地文件特別條件第(39)條規定:

- a) 承授人確認知悉於批地文件之日,該地段內存有地下暴雨排水渠,而該路綫圖以紅線顯示及標示在批地文件隨附圖則上(「現存排水渠」)。在不影響批地文件一般條件第5條的一般適用範圍下,承授人在不抵觸現存排水渠的存在下被當作滿意及已經接受現存於批地文件之日該地段的狀態及狀況,且承授人不得就此或因此而作出或提出任何性質的反對或申索。政府不會對承授人因現存排水渠的存在所引起或引致蒙受的任何損失、損害、滋擾或干擾承擔責任或法律責任。受限於批地文件特別條件第(39)(b)條,承授人不可干擾或阻塞或拆除或重置或容許干擾或阻塞或拆除或重置現存排水渠。
- (b) 在不影響批地文件特別條件第(35)及(36)條下,在該地段展開任何建築工程及地盤平整工程前(惟土地勘測及拆卸工程除外),承授人自費及於所有方面達致署長滿意的情況,於該地段外的位置以署長會批准或要求的若干物料及標準、規格及設計為現存排水渠進行與現存排水渠有關的改道工程(「改道工程」),並按批地文件特別條件第(39)(c)條下署長批准的建議書以良好及有效的方式完成改道工程,全面達致署長滿意。政府不會對承授人因現存排水渠的存在及實施改道工程或其他方面所引起或引致蒙受的任何損失、損害、滋擾或干擾承擔責任或法律責任。承授人不可就任何該等損失、損害、滋擾或干擾向政府提出索償。

- (c) 在展開改道工程前,承授人須自費提交改道工程書面建議予署 長供署長批准。
- (d) 改道工程完成時,承授人須自費及於所有方面達致署長滿意的情況下為興建或建造成為改道工程的一部分的排水渠、集水井、溝渠或有蓋的沙井及其他構建物保持良好狀況(「改道排水渠」),直至承授人按批地文件特別條件第(39)(e)條移交改道排水渠。
- (e) 承授人須在政府要求下免費移交改道排水渠予政府,而於任何 情況下,在署長發信指出批地文件的條件已被符合及達致署長 滿意的當日,承授人會被當作已免費移交改道排水渠予政府。
- (f) 倘若承授人沒有履行批地文件特別條件第(39)(b)及(d)條下的責任,政府可能實施所需要的工程,其費用需要由承授人支付,承授人須按政府要求支付與有關費用相等的金額,該金額將由署長決定,該決定是最終及對承授人有約束力。
- (g) 承授人於所有時間內須批准政府、署長及其官員、承建商、代理人及工人及署長正式授權的任何人士,不論是否攜同工具、設備、裝置、機器或車輛,有權自由進出、返回及通過該地段或其任何部分及綠色範圍以作以下用途:
 - (i) 在改道工程完成前視察、運作、保養及維修現存排水 渠:及
 - (ii) 實施、視察、檢查及監督改道工程及在批地文件特別條件第(39)(f)條下的工程。
- (h) 政府、署長及其官員、承建商、代理人及工人及在批地文件特別條件第(39)(g)條下獲正式授權的任何人士不會對承授人或任何人因政府、署長及其官員、承建商、代理人及工人及在批地文件特別條件第(39)(g)條下獲正式授權的任何人士在行使其權利時所引起或有連帶關係而引致蒙受的任何損失、損害、滋擾或干擾承擔法律責任。承授人不可就任何該等損失、損害、滋擾或干擾向政府、署長及其官員、承建商、代理人及工人及在批地文件特別條件第(39)(g)條下獲正式授權的任何人士提出索償。
- (i) 承授人於所有時間內須就因實施改道工程或改道排水渠的興建、建造、存在、維修或保養或在批地文件特別條件第(39) (f)條下的工程所直接或間接地引起或與之相關的一切不論任何性質的責任、損失、損害、索償、開支、費用、收費、索求、訴訟及法律程序,向政府作出彌償,並使政府持續得到彌償。

33. 批地文件特別條件第(40)條規定:

凡於批地文件訂明:

- (a) 政府或其正式授權人員應或可能在該地段或其部分或該地段以外展開的任何形式的工程(不論是否代表承授人或由於承授人未能展開此等工程或由於其他原因),而該等工程的費用由承授人負擔或承授人須在政府要求時支付或償還政府或其正式授權人員該等工程的費用,該費用應包括政府或其正式授權人員釐定的監督及恆常費用;或
- (b) 須獲政府或其正式授權人員事先批准或同意,則政府或其正式 授權人員可批准或同意並訂立其認為適當之條款及條件,或有 絕對酌情權拒絕。

34. 批地文件特別條件第(42)條規定:

不得在該地段豎立或建造墳墓或骨灰甕安置所,亦不得在該地段安葬或以陶罐、骨灰甕或其他形式存放任何人類骸骨或動物骸骨。

註:

- 1. 本節所載的「承授人」指批地文件訂明的「買方」,如上下文意允許或規定則包括其 遺產執行人、遺產管理人及受讓人;如屬公司則包括其繼承人及受讓人。
- 請參閱批地文件以了解全部詳情。完整的批地文件文本可於售樓處營業時間作出要求 後免費查閱,並可在支付所需影印費後取得批地文件之複印本。

公共設施及公眾休憩用地的資料

- A. FACILITIES THAT ARE REQUIRED UNDER THE LAND GRANT TO BE CONSTRUCTED AND PROVIDED FOR THE GOVERNMENT, OR FOR PUBLIC USE
 - The Green Area as referred to in Special Condition Nos. (3) to (6) of the Land Grant:
 - (1) Provisions of the Land Grant Special Condition No. (3) of the Land Grant stipulates that:-
 - (a) The Purchaser shall:
 - (i) within 60 calendar months from the date of this Agreement (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:
 - lay and form those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Area"); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that pedestrian traffic may be carried on the Green Area.

- (ii) within 60 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided

thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No. (4) hereof.

- (b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under subclause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

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

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

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

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

- (a) The Purchaser shall at all reasonable times while he is in possession of the Green Area:
 - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (3) (a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (3)(b) hereof and any other works which the Director may consider necessary in the Green Area;
 - permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area: and

公共設施及公眾休憩用地的資料

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

Clause 1.1 stipulates that:-

"Green Area" The area shown coloured Green on the plan annexed to the Conditions which area is required to be maintained in accordance with Special Condition (3) of the Conditions.

Clause 6.2.1 stipulates that:-

During the term of its appointment as the Manager, the Manager shall, subject to the provisions of the Building Management Ordinance and subject also to Clauses 6.1.1 and 6.1.2, manage the Land and the Estate in a proper manner and in accordance with the provisions of this Deed and each Owner hereby appoints the Manager as agent for all Owners in respect of any matters concerning the General Common Areas and the General Common Facilities duly authorized in accordance with the provisions of this Deed with full power to enforce the provisions of this Deed against the other Owners. Subject to the provisions of the Building Management Ordinance, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or expedient for the proper management of the Estate in accordance

with the provisions of this Deed. Provided that the Manager shall not effect any improvements to facilities or services which involves expenditure in excess of 10% of the current annual management budget except with the prior approval by resolution of the Owners passed at an Owners' meeting convened under this Deed. Without in any way limiting the generality of the foregoing the Manager shall have the following duties:

•••

(59) To maintain the Green Area and the Diverted Drains (until possession of the same is/are redelivered to the Government) in good condition to the satisfaction of the Director of Lands in accordance with the Conditions.

Clause 6.4.1 stipulates that:-

The Owners of the Estate shall pay to the Manager monthly in advance in the manner hereinafter provided the Management Expenses which shall be made up of the following:-

...

- (w) The cost and expense of inspecting, maintaining and repairing the Green Area and the Diverted Drains.
- (3) The general public has the right to use those facilities or open spaces (if any) mentioned above in accordance with the Land Grant.

The Diverted Drains as referred to in Special Condition No. (39) of the Land Grant:

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

(a) The Purchaser hereby acknowledges that as at the date of this Agreement, there are existing underground stormwater drains within the lot alignments of which are shown and marked by red lines on the plan annexed hereto (hereinafter referred to as "the Existing Drains"). Without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Drains and no objection or claim of whatsoever nature shall be made or raised by the Purchaser in respect of

- or on account of the same. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser by reason of the presence of the Existing Drains. Subject to subclause (b) of this Special Condition, the Purchaser shall not interfere with or obstruct or remove or relocate or permit or suffered to be interfered with or obstructed or removed or relocated the Existing Drains.
- (b) Without prejudice to the provisions of Special Condition Nos. (35) and (36) hereof, prior to commencement of any buildings works and site formation works on the lot (other than ground investigation and the Demolition Works), the Purchaser shall at his own expense and in all respects to the satisfaction of the Director carry out diversion works for or in connection with the Existing Drains (hereinafter referred to as "the Diversion Works"), to such location or locations outside the lot with such materials and to such standard. specification and design as the Director may approve or require and complete the Diversion Works in accordance with the proposal approved by the Director under sub-clause (c) of this Special Condition in good and workmanlike manner in all respects to the satisfaction of the Director. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser by reason of the presence of the Existing Drains and the carrying out of the Diversion Works or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (c) Prior to commencement of the Diversion Works, the Purchaser shall at his own expense submit to the Director for his approval a written proposal for the Diversion Works.
- (d) Upon completion of the Diversion Works, the Purchaser shall at his own expense maintain the drains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Diversion Works (hereinafter collectively referred to as "the Diverted Drains") in good condition and in all respects to the satisfaction of the Director until the Diverted Drains shall be handed over by the Purchaser in accordance with sub-clause (e) of this Special Condition.
- (e) The Diverted Drains shall be handed over by the Purchaser to the Government free of costs upon

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demand by the Government and in any event the Diverted Drains shall be deemed to have been handed over to the Government by the Purchaser free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

- (f) In the event of the non-fulfilment of the Purchaser's obligations under sub-clauses (b) and (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.
- (g) The Purchaser shall at all times permit the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and the Green Area for the purposes of:
 - (i) inspecting, operating, maintaining and repairing the Existing Drains prior to the completion of the Diversion Works; and
 - (ii) carrying out, inspecting, checking and supervising the Diversion Works and the works under sub-clause (f) of this Special Condition.
- (h) The Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (g) of this Special Condition, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (g) of this Special Condition by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- The Purchaser shall at all times indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings

whatsoever arising whether directly or indirectly out of or in connection with the carrying out of the Diversion Works or the erection, construction, presence, repair or maintenance of the Diverted Drains or the works under sub-clause (f) of this Special Condition.

(2) Provisions of the Deed of Mutual Covenant

Clause 1.1 stipulates that:-

"Diverted Drains" The Diverted Drains as more particularly defined in Special Condition (39)(d) of the Conditions which are required to be maintained in accordance with Special Condition (39)(d) of the Conditions.

Clause 6.2.1 stipulates that:-

During the term of its appointment as the Manager, the Manager shall, subject to the provisions of the Building Management Ordinance and subject also to Clauses 6.1.1 and 6.1.2, manage the Land and the Estate in a proper manner and in accordance with the provisions of this Deed and each Owner hereby appoints the Manager as agent for all Owners in respect of any matters concerning the General Common Areas and the General Common Facilities duly authorized in accordance with the provisions of this Deed with full power to enforce the provisions of this Deed against the other Owners. Subject to the provisions of the Building Management Ordinance, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or expedient for the proper management of the Estate in accordance with the provisions of this Deed Provided that the Manager shall not effect any improvements to facilities or services which involves expenditure in excess of 10% of the current annual management budget except with the prior approval by resolution of the Owners passed at an Owners' meeting convened under this Deed. Without in any way limiting the generality of the foregoing the Manager shall have the following duties:-

...

(59) To maintain the Green Area and the Diverted Drains (until possession of the same is/are redelivered to the Government) in good condition to the satisfaction of the Director of Lands in accordance with the Conditions. Clause 6.4.1 stipulates that:-

The Owners of the Estate shall pay to the Manager monthly in advance in the manner hereinafter provided the Management Expenses which shall be made up of the following:-

...

- (w) The cost and expense of inspecting, maintaining and repairing the Green Area and the Diverted Drains.
- (3) The general public has the right to use those facilities or open spaces (if any) mentioned above in accordance with the Land Grant.
- B. FACILITIES THAT ARE REQUIRED UNDER THE LAND GRANT TO BE MANAGED, OPERATED OR MAINTAINED FOR PUBLIC USE AT THE EXPENSE OF THE OWNERS OF THE RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
 - 1. Please refer to paragraph A above.
 - 2. The facilities or open spaces (if any) mentioned in paragraph A above are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expense of the managing, operating or maintaining those facilities or open spaces (if any) through the management expenses apportioned to the residential properties concerned.
- C. OPEN SPACE THAT IS REQUIRED UNDER THE LAND GRANT TO BE MANAGED, OPERATED OR MAINTAINED FOR PUBLIC USE AT THE EXPENSE OF THE OWNERS OF THE RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

Not applicable.

D. ANY PART OF THE LAND (ON WHICH THE DEVELOPMENT IS SITUATED) THAT IS DEDICATED TO THE PUBLIC FOR THE PURPOSES OF REGULATION 22(1) OF THE BUILDING (PLANNING) REGULATIONS (CAP 123 SUB. LEG. F)

Not applicable.

Notes:

- The term "Director" means "the Director of Lands", unless otherwise specified.
- 2. The term "the Purchaser" means "the Grantee" as referred to in the "Summary of Land Grant" section, unless otherwise specified.
- 3. "Conditions" means the Land Grant.
- 4. "plan" means the plan annexed to the Land Grant.

公共設施及公眾休憩用地的資料

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. 批地文件特別條件第(3)至(6)條所指之「綠色範圍」
 - (1) 批地文件條文

批地文件特別條件第(3)條規定:

- (a) 買方須:
 - (i) 於本協議之日後60個曆月內(或署長可批准之其他延長時間)自費以署長批准的方式及物料及標準、水平、位置和設計進行下列工程,至使署長在各方面滿意:
 - (I) 鋪設及塑造若干未來道路於本協議隨 附圖則上顯示為綠色的部分(以下簡稱 為「綠色範圍」);及
 - (Ⅱ) 提供及建造署長可全權指定的橋樑、 隧道、上跨路、地下通道、溝渠、高 架橋、行車天橋、行人路、道路或其他 構築物(以下統稱為「構築物」)

使行人將可於綠色範圍上往來;

- (ii) 於本協議之日後60個曆月內(或署長可批准之其他延長時間)自費於綠色範圍上鋪設路面、路邊及管道,並為其提供署長可要求提供的溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記,至使署長滿意:及
- (iii) 自費保養綠色範圍連同構築物及所有建造、安裝及提供在其上或內的構築物、路面、溝渠、下水道、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及機器,至使署長滿意,直至綠色範圍之管有權按本協議特別條件第(4)條交回政府為止。
- (b) 若買方未能於指定期限內履行本特別條件的第(a)分條之責任,政府可進行所需之工程,惟費用由買方支付,就此買方須應要求向政府繳付一筆款項,數額等於上述工程之費用,該數額由署長釐定,此決定為最終決定並對買方具約束力。
- (c) 就任何對買方或任何其他人所造成或買方或任何其他人蒙受的損失、破壞、滋擾或干擾,不論是因買方履行其於本特別條件第(a)分條下的責任或政府行使其於本特別條件第(b)分條下的權利或其他原因而起的或其附帶的,政府概不承擔任何責任;買方亦不得針對政府就該等損失、破壞、滋擾或干擾提出任何申索。

批地文件特別條件第(4)條規定:

僅為了進行本協議特別條件第(3)條規定指定的必要工程,買方於本協議之日獲授予綠色範圍的管有權。買方須應政府要求交還綠色範圍,但無論如何,若署長致函發出信件表示批地文件各項條件已妥為履行達致其滿意,綠色範圍即被視為已於發信當天由買方交回政府。買方須在其管有綠色範圍的所有合理時間內容許所有公眾行人自由穿越、通往及前往綠色範圍,並確保其通行不受本協議特別條件第(3)條或其他原因所進行的工程的干擾或阻礙。

批地文件特別條件第(5)條規定:

未經署長事先書面同意,買方不得使用綠色範圍作儲存或架設任何 臨時構築物,又或進行本協議特別條件第(3)條所指定之工程以外 的其他用途。

批地文件特別條件第(6)條規定:

- (a) 買方須於管有綠色範圍期間的所有合理時間內:
 - (i) 允許政府、署長及其官員、承建商及代理及任何 其他獲署長授權人士進出、返回及通過該地段及 綠色範圍,以便檢查、查核及監督任何遵照本 協議特別條件第(3)(a)條規定進行的工程及執 行、檢查、查核及監督任何遵照本協議特別條件 第(3)(b)條規定進行的工程,以及署長認為必 須在綠色範圍進行的其他工程;
 - (ii) 允許政府及獲政府授權的相關公共事業公司應其 要求進出、返回及通過該地段及綠色範圍,以供 其在綠色範圍或任何毗連土地之內、之上或之下 進行任何工程,包括但不限於鋪設及於其後保電 為向該地段或任何毗連或鄰近土地或處所提供電 話、電力、氣體(如有)及其他服務而所需的水 管、電線、導管、電線槽及其他傳導媒體及附屬 設備;買方須就有關任何上述於綠色範圍內進行 之工程之所有事宜與政府及獲政府妥為授權的有 關公共事業公司通力合作;及
 - (iii) 允許水務監督之官員及其他獲其授權之人士應其 要求進出、返回及通過該地段及綠色範圍,以進 行任何與綠色範圍內之水務設施之操作、保養、 維修、更換及改動有關的工程。
- (b) 政府、署長及其官員、承建商及代理人及在本特別條件第(a)分條下獲正式授權的任何人士或公用事業公司不會對買方或任何人因政府、署長及其官員、承建商及代理人及在本特別條件第(a)分條下獲正式授權的任何人士或公用事業公司在行使其權利時所引起或有連帶關係而引致蒙受的任何損失、損害、滋擾或干擾承擔法律責任。

(2) 公契文件條文

第1.1條規定:-

「綠色範圍」批地文件隨附圖則上以綠色顯示的範圍,須按批 地文件特別條件第(3)條進行保養。

第6.2.1條規定:-

在管理人獲委任期間,受限於《建築物管理條例》的條文及受限於第6.1.1條及第6.1.2條,管理人須以適合的方式及按本公契的條文管理該土地及該屋苑,及每名業主現委任管理人為所有業主在與一般公用地方及一般公用設施相關的任何事項上按本公契條文獲正式授權的代理人,管理人有全權對其他業報行本公契的條文負責及獲授權作出可能有所需要或任管理人須按本公契的條文負責及獲授權作出可能有所需要任何設施或服務進行改善,而該改善的支出超出現時年度管理預算的10%,惟得到按本公契召開的業主大會決議時通過的事前批准除外。在任何方面不限制上述一般適用範圍下,管理人有下列職責:-

(59) 根據批地文件之條款保養綠色範圍及改道排水渠(直至 其管有權重新交給政府)至良好狀況以達致地政總署署 長滿意。

第6.4.1條規定:-

屋苑業主須每月以下述方式預先繳付予管理人管理支出,當中包括下列項目:-

. . .

- (w) 視察、保養及維修綠色範圍及改道排水渠之費用及開 支。
- (3) 公眾有權按照批地文件使用上文提及的設施或休憩用地(如有)。
- 2. 批地文件特別條件第(39)條所指之「改道排水渠」
 - (1) 批地文件條文

批地文件特別條件第(39)條規定:

(a) 買方確認知悉於本協議之日,該地段內存有地下暴雨 排水渠,而該路綫圖以紅線顯示及標示在本協議隨附 圖則上(以下簡稱為「現存排水渠」)。在不影響本協 議一般條件第5條的一般適用範圍下,買方在不抵觸 現存排水渠的存在下被當作滿意及已經接受現存於本 協議之日該地段的狀態及狀況,且買方不得就此或因

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此而作出或提出任何性質的反對或申索。政府不會對 買方因現存排水渠的存在所引起或引致蒙受的任何損 失、損害、滋擾或干擾承擔責任或法律責任。受限於 本特別條件第(b)分條,買方不可干擾或阻塞或拆除 或重置或容許干擾或阻塞或拆除或重置現存排水渠。

- (b) 在不影響本協議特別條件第(35)及(36)條下,在該地段展開任何建築工程及地盤平整工程前(惟土地勘測及拆卸工程除外),買方自費及於所有方面達致署長滿意的情況,於該地段外的位置以署長會批准致要求的若干物料及標準、規格及設計為現存排水渠有關的改道工程(以下簡稱為「改道工程」),並按本特別條件第(c)分條下署長批准的建議書以良好及有效的方式完成改道工程,全面達致下程,好及有效的方式完成改道工程,全面達致害人。政府不會對買方因現存排水渠的存在及實施,道工程或其他方面所引起或引致蒙受的任何損失、損害、滋擾或干擾向政府提出索償。
- (c) 在展開改道工程前,買方須自費提交改道工程書面建 議予署長供署長批准。
- (d) 改道工程完成時,買方須自費及於所有方面達致署長滿意的情況下為興建或建造成為改道工程的一部分的排水渠、集水井、溝渠或有蓋的沙井及其他構建物保持良好狀況(以下統稱為「改道排水渠」),直至買方按本特別條件第(e)分條移交改道排水渠。
- (e) 買方須在政府要求下免費移交改道排水渠予政府,而 於任何情況下,在署長發信指出批地文件的條件已被 符合及達致署長滿意的當日,買方會被當作已免費移 交改道排水渠予政府。
- (f) 倘若買方沒有履行本特別條件第(b)及(d)分條下的 責任,政府可能實施所需要的工程,其費用需要由買 方支付,買方須按政府要求支付與有關費用相等的金 額,該金額將由署長決定,該決定是最終及對買方有 約束力的。
- (g) 買方於所有時間內須批准政府、署長及其官員、承建商、代理人及工人及署長正式授權的任何人士,不論是否攜同工具、設備、裝置、機器或車輛,有權自由進出、返回及通過該地段或其任何部分及綠色範圍以作以下用途:
 - (i) 在改道工程完成前視察、運作、保養及維修現存 排水渠;及
 - (ii) 實施、視察、檢查及監督改道工程及在本特別條件第(f)分條下的工程。

- (h) 政府、署長及其官員、承建商、代理人及工人及在本特別條件第(g)分條下獲正式授權的任何人士不會對買方或任何人因政府、署長及其官員、承建商、代理人及工人及在本特別條件第(g)分條下獲正式授權的任何人士在行使其權利時所引起或有連帶關係而引致蒙受的任何損失、損害、滋擾或干擾承擔法律責任。買方不可就任何該等損失、損害、滋擾或干擾向政府、署長及其官員、承建商、代理人及工人及在本特別條件第(g)分條下獲正式授權的任何人士提出索償。
- (i) 買方於所有時間內須就因實施改道工程或改道排水渠的興建、建造、存在、維修或保養或在本特別條件第 (f)分條下的工程所直接或間接地引起或與之相關的 一切不論任何性質的責任、損失、損害、索償、開 支、費用、收費、索求、訴訟及法律程序,向政府作 出彌償,並使政府持續得到彌償。
- (2) 公契文件條文

第1.1條規定:-

「改道排水渠」批地文件特別條件第(39)(d)條所特別定義的改道排水渠,須按批地文件特別條件第(39)(d)條進行保養。

第6.2.1條規定:-

在管理人獲委任期間,受限於《建築物管理條例》的條文及受限於第6.1.1條及第6.1.2條,管理人須以適合的方式及按本公契的條文管理該土地及該屋苑,及每名業主現委任管理人為所有業主在與一般公用地方及一般公用設施相關的任何事項上、按本公契條文獲正式授權的代理人,管理人有全權對其他業主執行本公契的條文。受限於《建築物管理條例》的條文,管理人須按本公契的條文負責及獲授權作出可能有所需要或有利於適當地管理該屋苑的作為及事情,但管理人不可對任何設施或服務進行改善,而該改善的支出超出現時年度管理預算的10%,惟得到按本公契召開的業主大會決議時通過的事前批准除外。在任何方面不限制上述一般適用範圍下,管理人有下列職責:-

(59) 根據批地文件之條款保養綠色範圍及改道排水渠(直至 其管有權重新交給政府)至良好狀況以達致地政總署 署長滿意。

第6.4.1條規定:-

屋苑業主須每月以下述方式預先繳付予管理人管理支出,當中包括下列項目:-

...

(w) 視察、保養及維修綠色範圍及改道排水渠之費用及開

- (3) 公眾有權按照批地文件使用上文提及的設施或休憩用地(如有)。
- B. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施
 - 1. 請參照以上第A段。

支。

- 2. 第A段所提及之設施或休憩用地(如有)按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持。該等擁有人按規定須以由有關住宅物業分攤的管理開支,應付管理、營運或維持該等設施或休憩用地(如有)的部分開支。
- C. 根據批地文件規定須由該項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小

不適用。

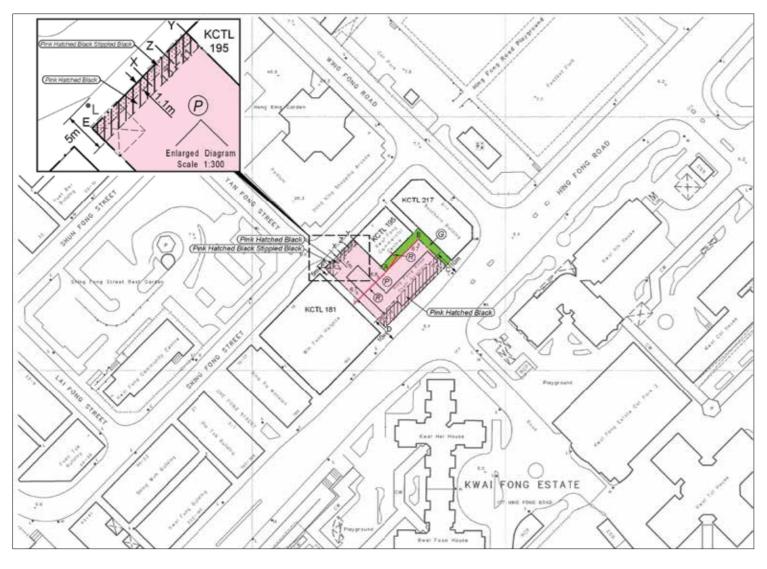
D. 發展項目所位於的土地中為施行《建築物 (規劃) 規例》 (第123 章 , 附屬 法例F) 第22 (1) 條而撥供公眾用途的任何部分

不適用。

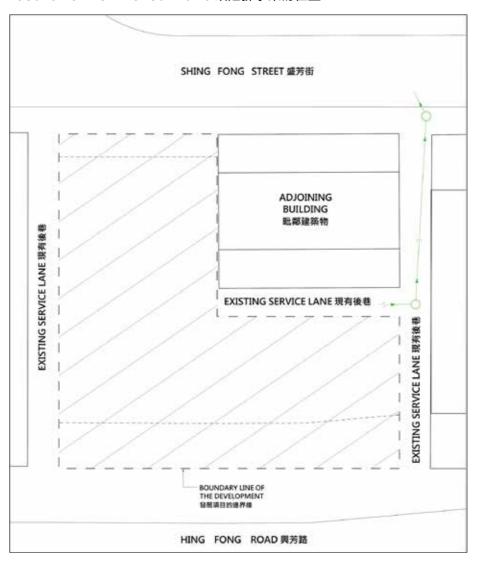
- 1. 除非另有指明,「署長」一詞所指的是「地政總署署長」。
- 2. 除非另有指明,「買方」一詞所指的是批地文件的摘要部分內「承授人」一詞。
- 3. 「條件」一詞所指的是「批地文件」。
- 4. 「圖則」一詞所指的是「批地文件隨附圖則」。

公共設施及公眾休憩用地的資料

Location of the Green Area 綠色範圍的位置



Location of the Diverted Drains 改道排水渠的位置



Legend 圖例

Green Area = 綠色範圍

The Diverted Drains = 改道排水渠



Note

The above plans are for showing the locations of the Green Area and the Diverted Drains only. Other matters shown in the above plans may not reflect their latest conditions.

備註:

上圖僅作顯示綠色範圍及改道水渠的位置,圖中所示之其他事項未必能反映其最新狀況。

WARNING TO PURCHASERS

對買方的警告

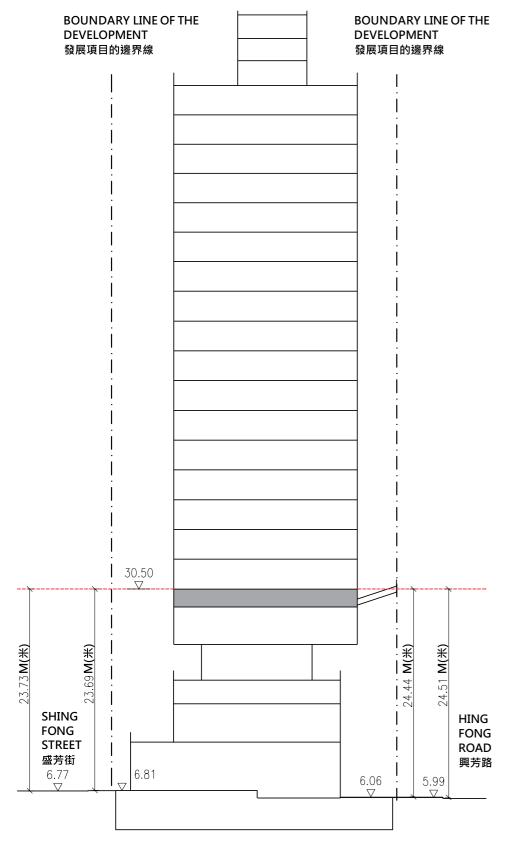
- 1. The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
- 2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
- 3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser:-
 - (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 case of paragraph (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.

- 1. 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(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。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

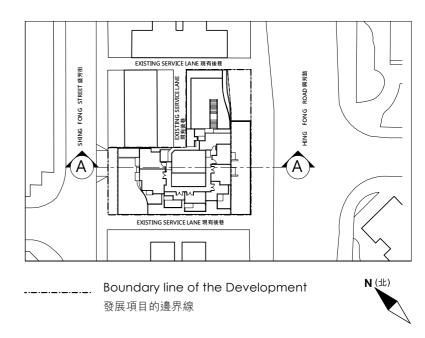
發展項目中的建築物的橫截面圖

Cross-Section Plan A 橫截面圖 A



頂層天台 TOP ROOF		
上層天台2 UPPER ROOF 2	PUMP ROOM	泵房
上層天台1 UPPER ROOF 1	LIFT MACHINE ROOM	升降機房
天台 MAIN ROOF	MAIN ROOF	天台
25樓 25/F	RESIDENTIAL UNIT	住宅單位
23樓 23/F	RESIDENTIAL UNIT	住宅單位
22樓 22/F	RESIDENTIAL UNIT	住宅單位
21樓 21/F	RESIDENTIAL UNIT	住宅單位
20樓 20/F	RESIDENTIAL UNIT	住宅單位
19樓 19/F	RESIDENTIAL UNIT	住宅單位
18樓 18/F	RESIDENTIAL UNIT	住宅單位
17樓 17/F	RESIDENTIAL UNIT	住宅單位
16樓 16/F	RESIDENTIAL UNIT	住宅單位
15樓 15/F	RESIDENTIAL UNIT	住宅單位
12樓 12/F	RESIDENTIAL UNIT	住宅單位
11樓 11/F	RESIDENTIAL UNIT	住宅單位
10樓 10/F	RESIDENTIAL UNIT	住宅單位
9樓 9/F	RESIDENTIAL UNIT	住宅單位
8樓 8/F	RESIDENTIAL UNIT	住宅單位
7樓 7/F	RESIDENTIAL UNIT	住宅單位
6樓 6/F	RESIDENTIAL UNIT	住宅單位
	TRANSFER PLATE	結構轉換層
5樓 5/F	RESIDENTS RECREATIO 住客康樂設施	ONAL FACILITIES
3樓 3/F	COVERED LANDSCAP 覆蓋園藝區 / 機電層	E AREAS / E&M FLOOR
- 2樓 2/F	E&M FLOOR 機電層	
1樓 1/F	SHOP / E&M FLOOR 商舖 / 機電層	
地下 G/F	RESIDENTIAL ENTRAM 住客入口大堂/ 商舗	ICE LOBBY / SHOP
地庫1層 BASEMENT1	CAR PARK	停車場

Key Plan 指示圖



Notes:

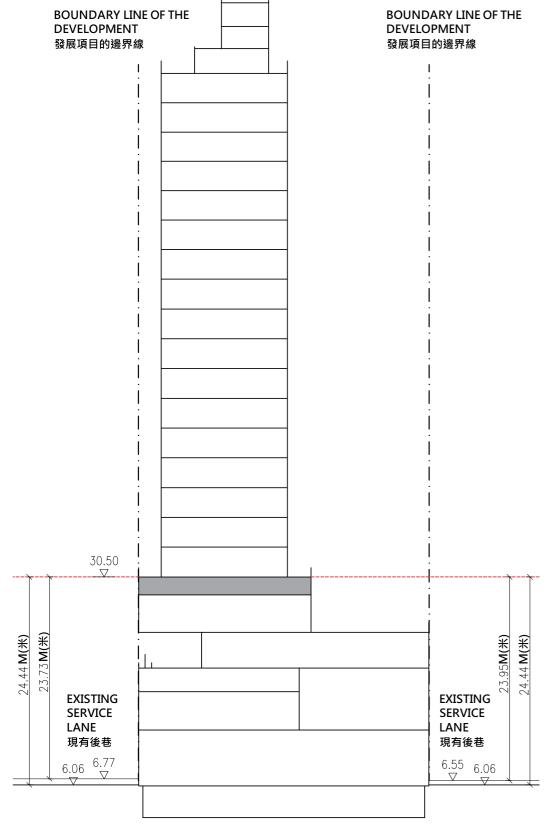
- 1. The part of Hing Fong Road adjacent to the building is 5.99 metres to 6.06 metres above Hong Kong Principal Datum.
- 2. The part of Shing Fong Street adjacent to the building is 6.77 metres to 6.81 metres above Hong Kong Principal Datum.
- 3. The level of lowest residential floor is 30.50 metres above Hong Kong Principal Datum.
- 4. ---- Red dotted line denotes the level of the lowest residential floor of the building.
- 5. ____ Denotes height (in metres) above Hong Kong Principal Datum.

- 1. 毗鄰建築物的一段興芳路為香港主水平基準以上5.99米至6.06米。
- 2. 毗鄰建築物的一段盛芳街為香港主水平基準以上6.77米至6.81米。
- 3. 該建築物最低一層住宅樓層為香港主水平基準以上30.50米。
- 4. ----- 紅色虛線代表建築物的最低住宅樓層水平。
- 5. _▽ 代表香港主水平基準以上的高度。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

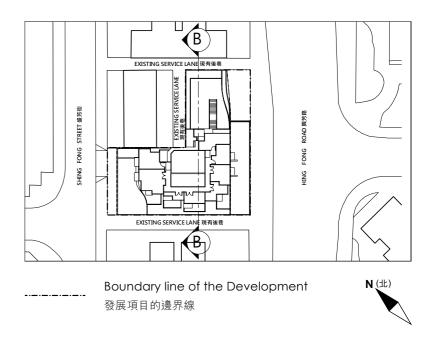
發展項目中的建築物的橫截面圖

Cross-Section Plan B 橫截面圖 B



上層天台2 UPPER ROOF 2	PUMP ROOM	泵房
上層天台1 UPPER ROOF 1	LIFT MACHINE ROOM	升降機房
天台 MAIN ROOF	MAIN ROOF	天台
25樓 25/F	RESIDENTIAL UNIT	住宅單位
23樓 23/F	RESIDENTIAL UNIT	住宅單位
22樓 22/F	RESIDENTIAL UNIT	住宅單位
21樓 21/F	RESIDENTIAL UNIT	住宅單位
20樓 20/F	RESIDENTIAL UNIT	住宅單位
19樓 19/F	RESIDENTIAL UNIT	住宅單位
18樓 18/F	RESIDENTIAL UNIT	住宅單位
17樓 17/F	RESIDENTIAL UNIT	住宅單位
16樓 16/F	RESIDENTIAL UNIT	住宅單位
15樓 15/F	RESIDENTIAL UNIT	住宅單位
12樓 12/F	RESIDENTIAL UNIT	住宅單位
11樓 11/F	RESIDENTIAL UNIT	住宅單位
10樓 10/F	RESIDENTIAL UNIT	住宅單位
9樓 9/F	RESIDENTIAL UNIT	住宅單位
8樓 8/F	RESIDENTIAL UNIT	住宅單位
7樓 7/F	RESIDENTIAL UNIT	住宅單位
6樓 6/F	RESIDENTIAL UNIT	住宅單位
	TRANSFER PLATE	結構轉換層
5樓 5/F	RESIDENTS RECREATIO 住客康樂設施	ONAL FACILITIES
3樓	COVERED LANDSCAP 覆蓋園藝區 / 機電層	E AREAS / E&M FLOO
2 /E	,	
<u>3/F</u> 2樓 2/F	E&M FLOOR 機電層	
	E&M FLOOR 機電層 SHOP / E&M FLOOR 商舗 / 機電層	
2樓 2/F 1樓	SHOP / E&M FLOOR	ICE LOBBY / SHOP

Key Plan 指示圖



Notes:

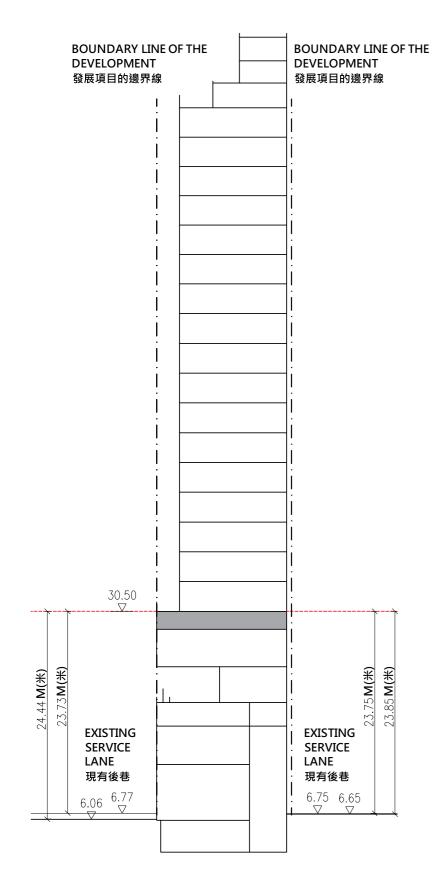
- 1. The part of existing service lane adjacent to the South-West side of the building is 6.06 metres to 6.77 metres above Hong Kong Principal Datum.
- 2. The part of existing service lane adjacent to the North-East side of the North-West building is 6.06 metres to 6.55 metres above Hong Kong Principal Datum.
- 3. The level of lowest residential floor is 30.50 metres above Hong Kong Principal Datum.
- 4. ----- Red dotted line denotes the level of the lowest residential floor of the building.
- 5. <u>¬</u> Denotes height (in metres) above Hong Kong Principal Datum.

- 1. 毗鄰建築物西南面的一段現有後巷為香港主水平基準以上6.06米至6.77米。
- 2. 毗鄰建築物東北面的一段現有後巷為香港主水平基準以上6.06米至6.55米。
- 3. 該建築物最低一層住宅樓層為香港主水平基準以上30.50米。
- 4. ----- 紅色虛線代表建築物的最低住宅樓層水平。
- 5. _▽ 代表香港主水平基準以上的高度。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

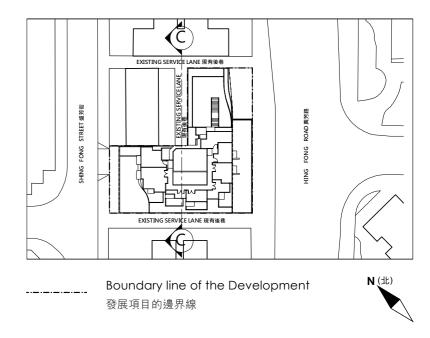
發展項目中的建築物的橫截面圖

Cross-Section Plan C 橫截面圖 C



頂層天台 TOP ROOF		
上層天台2 UPPER ROOF 2	PUMP ROOM	泵房
上層天台1 UPPER ROOF 1	LIFT MACHINE ROOM	升降機房
天台 MAIN ROOF	MAIN ROOF	天台
25樓 25/F	RESIDENTIAL UNIT	住宅單位
23樓 23/F	RESIDENTIAL UNIT	住宅單位
22樓 22/F	RESIDENTIAL UNIT	住宅單位
21樓 21/F	RESIDENTIAL UNIT	住宅單位
20樓 20/F	RESIDENTIAL UNIT	住宅單位
19樓 19/F	RESIDENTIAL UNIT	住宅單位
18樓 18/F	RESIDENTIAL UNIT	住宅單位
17樓 17/F	RESIDENTIAL UNIT	住宅單位
16樓 16/F	RESIDENTIAL UNIT	住宅單位
15樓 15/F	RESIDENTIAL UNIT	住宅單位
12樓 12/F	RESIDENTIAL UNIT	住宅單位
11樓 11/F	RESIDENTIAL UNIT	住宅單位
10樓 10/F	RESIDENTIAL UNIT	住宅單位
9樓 9/F	RESIDENTIAL UNIT	住宅單位
8樓 8/F	RESIDENTIAL UNIT	住宅單位
7樓 7/F	RESIDENTIAL UNIT	住宅單位
6樓 6/F	RESIDENTIAL UNIT	住宅單位
	TRANSFER PLATE	結構轉換層
5樓 5/F	RESIDENTS RECREATION 住客康樂設施	ONAL FACILITIES
3樓 3/F	COVERED LANDSCAP 覆蓋園藝區 / 機電層	E AREAS / E&M FLOOR
2樓 2/F	E&M FLOOR 機電層	
1樓 1/F	SHOP / E&M FLOOR 商舖 / 機電層	
地下 G/F	RESIDENTIAL ENTRAN 住客入口大堂/ 商舗	ICE LOBBY / SHOP
地庫1層 BASEMENT1	CAR PARK	停車場

Key Plan 指示圖



Notes:

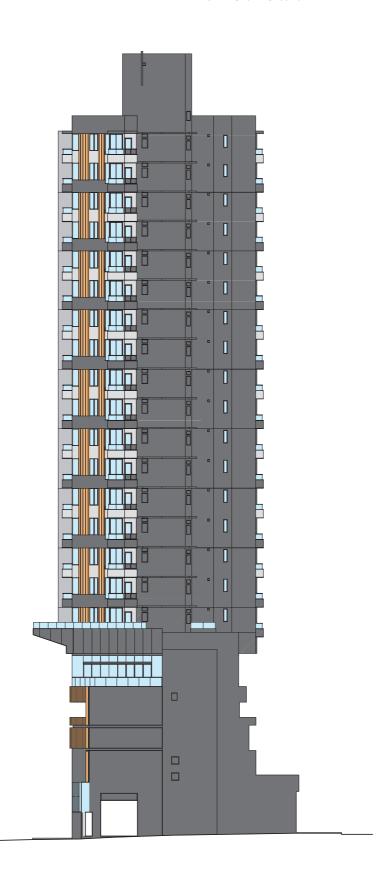
- 1. The part of existing service lane adjacent to the South-West side of the building is 6.06 metres to 6.77 metres above Hong Kong Principal Datum.
- 2. The part of existing service lane adjacent to the North-West side of the building is 6.65 metres to 6.75 metres above Hong Kong Principal Datum.
- 3. The level of lowest residential floor is 30.50 metres above Hong Kong Principal Datum.
- 4. Red dotted line denotes the level of the lowest residential floor of the building.
- 5. $\underline{\nabla}$ Denotes height (in metres) above Hong Kong Principal Datum.

- 1. 毗鄰建築物西南面的一段現有後巷為香港主水平基準以上6.06米至6.77米。
- 2. 毗鄰建築物西北面的一段現有後巷為香港主水平基準以上6.65米至6.75米。
- 3. 該建築物最低一層住宅樓層為香港主水平基準以上30.50米。
- 4. ----- 紅色虛線代表建築物的最低住宅樓層水平。
- 5. _▽ 代表香港主水平基準以上的高度。

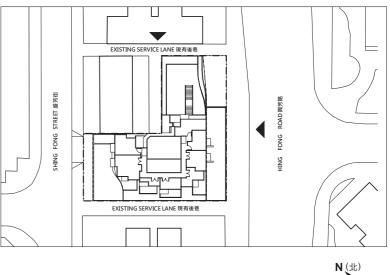
South-East elevation 東南面立面圖



North-East elevation 東北面立面圖



Key Plan 指示圖





Authorized Person for the Development certified that the elevations:

- (1) are prepared on the basis of the approved Building Plans for the Development as of 23rd May 2018; and
- (2) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明該等立面:

- (1) 以2018年5月23日的情況為準的發展項目的經批准的建築圖則為基礎擬備;及
- (2) 大致上與該發展項目的外觀一致。

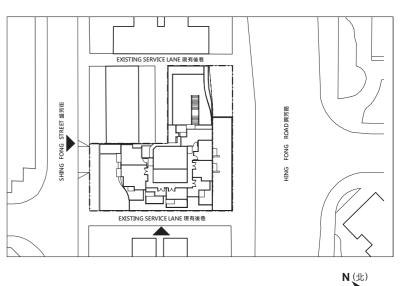
North-West elevation 西北面立面圖



South-West elevation 西南面立面圖



Key Plan 指示圖





Authorized Person for the Development certified that the elevations:

- (1) are prepared on the basis of the approved Building Plans for the Development as of 15th February 2018; and
- (2) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明該等立面:

- (1) 以2018年2月15日的情況為準的發展項目的經批准的建築圖則為基礎擬備;及
- (2) 大致上與該發展項目的外觀一致。

INFORMATION ON COMMON FACILITIES IN THE DEVELOPMENT

發展項目中的公用設施的資料

	Covered 有上蓋遮蓋		Uncovered 無上蓋遮蓋	
	Area 面積 (sq. m平方米)	Area 面積 (sq. ft平方呎)	Area 面積 (sq. m平方米)	Area 面積 (sq. ft平方呎)
A residents' clubhouse (including any recreational facilities for residents' use). Such facilities are partly covered and partly not covered 住客會所(包括供住客使用的任何康樂設施) 該項設施部份有上蓋遮蓋及部份無上蓋遮蓋	218.000	2347	117.255	1262
A communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise) 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱)		plicable 適用		olicable ^{適用}
A communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱)	229.182	2467		olicable <u>窗</u> 用

Notes

The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from the areas presented in square metres.

附註:

以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算,並以四捨五入至整數,與以平方米表述之面積可能有些微差異。

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT

閲覽圖則及公契

- 1. A copy of the Outline Zoning Plan 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 residential property as at the date on which the residential property is offered to be sold is available for inspection at the place at which the residential property is offered to be sold.
- 3. The inspection is free of charge.

- 1. 備有關於發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為http://www.ozp.tpb.gov.hk
- 2 住宅物業的每一公契在將住宅物業提供出售的日期的最新擬稿存放在住宅物業的售樓處,以供閱覽。
- 3. 無須為閲覽付費。

1. Ex	terior finishes				
(a)	External wall	Type of finishes (Podium)	Natural stone, ceramic wall tiles, external paint, curtain wall, glass wall and aluminum cladding		
		Type of finishes (Tower)	Ceramic wall tile, aluminum cladding and external paint		
(b)	Window	Material of frame	Aluminum frame with flurocarbon coating		
		Material of glass	Tempered glass		
(c)	Bay window	Material	Not applicable		
		Window sill finishes	Not applicable		
(d)	Planter	Type of finishes	Planters are finished with tiles on the external surface		
(e)	Verandah or Balcony	(i) Type of finishes of balcony	All balconies are fitted with glass balustrade; floor is finished with homogeneous tiles; ceiling is finished with emulsion paint at Units A, E, F, G & H; ceiling is fitted with suspended aluminum ceiling at Units B, C & D		
		(ii) Whether balcony is covered	All balconies are covered		
		Verandah	Not applicable		
(f)	Drying facilities for clothing	Not applicable			

1. 外部	裝修物料		
(a)	外牆	裝修物料的類型 (基座)	天然石材,瓷磚,外牆漆,玻璃幕牆,玻璃外牆及鋁 板
		裝修物料的類型 (大廈)	瓷磚・鋁板及外牆漆
(b)	窗	框的用料	氟碳塗層鋁質窗框
		玻璃的用料	強化玻璃
(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	花槽外部表面鋪砌飾面磚
(e)	陽台或露台	(i)露台裝修物料的類型	所有露台配有玻璃欄杆;地台鋪砌均質磚;A、E、F、G及H單位天花髹上乳膠漆;B、C及D單位天花裝上 鋁質假天花
		(ii)露台是否有蓋	所有露台為有蓋
		陽台	不適用
(f)	乾衣設施	不適用	

2. In	erior finishes					
			Wall finishes	Floor finishes	Ceiling finishes	
(a)	Lobby	Entrance Lobby	Natural stone, porcelain tiles	Natural stone	Gypsum board false ceiling with emulsion paint	
		Residential Floor Lift Lobby	Porcelain tiles	Porcelain tiles	Gypsum board false ceiling with emulsion paint	
			Wall finishes	Ceiling finishes		
(b)	Internal wall and ceiling	Living/Dining Room	Emulsion paint (Except Unit C on 8/F) Wallpaper finishes & Plastic laminate (Only applicable to Unit C on 8/F)	Emulsion paint		
		Bedroom	Emulsion paint (Only applicable to Units A, E, F, G & H)	Emulsion paint F, G & H)	(Only applicable to Units A, E,	
			Floor Material	Skirting Materia	I	
(c)	Internal floor	Living/Dining Room	Porcelain Tiles	Timber		
		Bedroom	Porcelain tiles (Only applicable to Units A, E, F, G & H)	Timber (Only applicable to Units A, E, F, G		
			Wall finishes	Floor finishes	Ceiling finishes	
(d)	Bathroom		a. Porcelain tiles on exposed surface (Except Unit C on 8/F) b. Ceramic tiles on exposed surface (Only applicable to Unit C on 8/F)	Porcelain tiles on exposed surface	Gypsum board false ceiling with emulsion paint	
		Whether the wall finishes run up to ceiling	The finishes run up t	o false ceiling le	vel	

2. 室內	裝修物料					
			牆壁裝修物料	地板裝修物料	天花板裝修物料	
(a)	大堂	入口大堂	天然石材,瓷磚	天然石材	石膏板假天花髹上乳膠漆	
		住宅樓層升降機 大堂	瓷磚	瓷磚	石膏板假天花髹上乳膠漆	
			牆壁裝修物料	天花板裝修物料		
(b)	內牆及天花板	客/ 飯廳	乳膠漆(8樓C單位除外) 牆紙及膠板飾面 (只適用於8樓C單位)	乳膠漆		
		睡房	乳膠漆(只適用於A、E、F、G及H單位)	乳膠漆(只適用放	於A、E、F、G及H單位)	
	1		地板用料	牆腳線用料		
(c)	內部地板	客/飯廳	瓷磚	木		
		睡房	瓷磚(只適用於 A、E、F、G及H單 位)	木(只適用於A、	E、F、G及H單位)	
	1		牆壁裝修物料	地板裝修物料	天花板裝修物料	
(d)	浴室		a. 外露牆身鋪砌瓷磚(8樓C單位除外) b. 外露牆身鋪砌瓷磚(只適用於8樓C單位)	外露地台鋪砌瓷磚	石膏板假天花髹上乳膠漆	
		牆壁的裝修物料是 否鋪至天花板	裝修物料舗砌至假天	花水平	I	

			Wall finishes	Floor finishes	Ceiling finishes	Cooking Bench finishes
(e)	Kitchen		a. Porcelain tiles on exposed surface (Except Unit C on 8/F)	Porcelain tiles on exposed surface	Gypsum board and plywood false ceiling	Solid surfacing material
			b. Solid surfacing material and plastic laminate on exposed surface (Only applicable to Unit C on 8/F)		with emulsion paint	
		Whether the wall finishes run	The finishes run up t	o false ceiling le	vel	

		地板裝修物料	天花板裝修 物料	灶台裝修物料
(e) 廚房 牆壁的裝修物料	a. 外露牆身鋪砌瓷 磚 (除8樓C單 位外) b. 外露牆身鋪砌實 心面料及膠板 (只適用於8樓 C單位)	外露地台鋪砌地 台磚 	石膏板及夾板 假天花髹上乳 膠漆	實心面料

			Material	Finishes	Accessories
(a)	Doors	Main Entrance Door	Fire-rated solid core timber swing door and door frame	 a. Plastic laminate in wood pattern and hardwood veneer door frame (Except Unit C on 8/F) b. Plastic laminate in wood pattern and veneer, and hardwood veneer door frame (Only applicable to Unit C on 8/F) 	Electrical door lockset, viewer, door closer and stopper

			用料	裝修物料	配件
(a)	門	單位大門	防火實心木扇門及門框	a. 木紋膠板飾 面及木皮實 木門框(除8 樓C單位外)	電門鎖、防盜 眼、門鼓及門擋
				b. 木紋膠板及 木皮飾面和 木皮實木門 框(只適用 於8樓C單 位)	

	erior fittings		Material	Finishes	Accessories
(a)	Doors	Balcony Door	a. Aluminum frame sliding door fitted with tempered glass (Only applicable to Units G & H on 6/F-12/F, 15/F-23/F and 25/F, Units A, B & C on 7/F-12/F, 15/F-23/F & 25/F, Unit E on 21/F -23/F & 25/F) b. Aluminum frame swing door fitted with tempered glass (Only applicable to Units D & F on 7/F-12/F, 15/F-23/F & 25/F)	Fluorocarbon coating for aluminum frame	Door handle and door lockset
		Utility Platform Door	Aluminum frame swing door fitted with tempered glass (Only applicable to Units A & G on 7/F-12/F, 15/F-23/F & 25/F)	Fluorocarbon coating for aluminum frame (Only applicable to Units A & G on 7/F-12/F, 15/F-23/F & 25/F)	Door handle and door lockset (Only applicable to Units A & G on 7/F-12/F, 15/F-23/F & 25/F)
		Flat Roof Door	Aluminum frame swing door fitted with tempered glass (Only applicable to Units A, D, E, F, G & H on 6/F)	Fluorocarbon coating for aluminum frame (Only applicable to Units A, D, E, F, G & H on 6/F)	Door handle and door lockset (Only applicable to Units A, D, E, F, G & H on 6/F)
		Roof Gate	Metal gate	Stainless steel	Handle and lockset
		Bedroom Door	 a. Hollow core sliding timber door (Only applicable to Units E, F & H) b. Hollow core timber swing door (Only applicable to Units A & G) 	Plastic laminate in wood pattern and wood veneered door frame	Door handle, door lockset and stopper

		用料	裝修物料	配件
a) 門	露台門	a. 鋁質框趟門配以強化 玻璃(只適用於6樓 至12樓、15樓至23樓 及25樓G及H單位、7 樓至12樓、15樓至23 樓及25樓A、B及C單 位及21樓至23樓及25 樓E單位) b. 鋁質框扇門配以強化 玻璃(只適用於7樓至 12樓、15樓至23樓及 25樓D及F單位)	鋁質框採用氟化碳噴塗	門柄及門鎖
	工作平台門	鋁質框扇門配以強化玻璃(只適用於7樓至12樓、15樓至23樓及25樓A及G單位)	鋁質框採用氟化碳噴塗(只適用於7樓至12樓、15樓至23樓及25樓A及G單位)	門柄及門鎖 (5 適用於7樓至12 樓、15樓至23樓 及25樓A 及G單 位)
	平台門	鋁質框扇門配以強化 玻璃(只適用於6樓 A、D、E、F、G及H單 位)	鋁質框採用氟化碳噴塗 (只適用於6樓 A、D、E、F、G 及H單位)	門柄及門鎖 (只適用於6樓 A、D、E、F、C 及H單位)
	天台閘	金屬閘	不銹鋼	手柄及鎖
	睡房門	a. 空心木趟門(只適用 於E、F及H單位) b. 空心木扇門(只適用 於A及G單位)	木紋膠板飾面及 木皮門框	門柄、門鎖及門檔

				Material	Finishes	Accessories		
(a)	Door	Bath	nroom Door	a. Hollow core timber swing door (Except Unit C on 8/F) b. Hollow core timber sliding door (Only applicable to Unit C on 8/F)	a. Plastic laminate in wood pattern and veneered door frame (Except Unit C on 8/F) b. Wooden veneer and veneered door frame (Only applicable to Unit C on 8/F)	Door lockset and stopper		
				Туре	Material			
(b)	Bathroom	(i)	Fittings and	Counter top	Solid surfacing materi	ial		
		Equipment	Basin cabinet	a. Wood (Except Unit	C on 8/F)			
						b. Solid surfacing ma applicable to Unit	C on 8/F)	
				Mirror cabinet (Except Unit C on 8/F)	Wood (Except Unit C	on 8/F)		
				Wash basin mixer	Chrome plated			
				Water closet	Vitreous china			
				Wash basin	a. Vitreous china (Exc 8/F)	C on 8/F) rerial (Only C on 8/F) on 8/F) ept Unit C on rerial (Only C on 8/F)		
					b. Solid surfacing marapplicable to Unit	erial (Only		
				Towel rack and paper holder	Chrome plated			
		(ii)	Water Supply	Cold water supply system	Copper pipes			
			System	Hot water supply system	Copper pipes with the	ermal insulation		
		(iii)	Bathing Facilities	Shower mixer and shower set	Chrome plated			
			(including	Shower compartment	Glass and porcelain t	iles		
			shower or bath tub, if applicable)	Bath Tub	Not applicable			
		(iv)	Size of bath tub	o, if applicable	Not applicable			

			用料	裝修物料	配件
(a)	門	浴室門	a. 空心木扇門(除8樓C 單位外) b. 空心木趟門(只適用 於8樓C單位)	a. 木紋膠板飾 面及 (除8樓C單 位外) b. 木皮門面及 木皮門面尺 (大皮門面用) 樓C單位)	門鎖及門檔
			類型	用料	
(b)	浴室	(i) 裝置及設備	櫃枱面	實心面材	
,	(ii)		洗手盆櫃	a. 木(除8樓C單 b. 實心面材(只	
			鏡櫃(除8樓C單位外)	木(除8樓C單位)	办)
			洗手盆水龍頭	鍍鉻	
			座廁	搪瓷	
			洗手盆	a. 搪瓷(除8樓C b. 實心面材(只	
			毛巾架及廁紙架	鍍鉻	
		(ii)供水系統	冷水供水系統	銅管	
			熱水供水系統	配有隔熱絕緣保證	養之銅管
		(iii) 沐浴設施(包括 花灑或浴缸,如	花灑龍頭及套裝	鍍鉻	
		適用的話)	淋浴間	玻璃及瓷磚	
			浴缸	不適用	
		(iv)浴缸大小(如適用	 的話)	不適用	

3. In	terior fittings					
			Material			
(c)	Kitchen	(i) Sink	Unit	Stainless Steel		
		(ii) Wate Supp Syste	oly	d Equipment are fitted in or near open kitchen		
				Material	Finishes	
		(iii) Kitch Cab	_		· · ·	
					. , ,	
		(iv) Type all of Fittin		Installations and	Smoke detector and sprinkler head are fitted in or near open kitchen	
			pment	Other Fittings	Sink mixer	
			Equipment Other Fittings Sink mixer	Not applicable		
(d)	Bedroom	Fittings (ind	_	Not Applicable		
(e)	Telephone	Location and number of connection points Location and number of connection points		Please refer to the "S Provisions of Residen	chedule of Mechanical & Electrical tial Units "	
(f)	Aerials			Please refer to the "S Provisions of Residen	schedule of Mechanical & Electrical tial Units "	

			用料	
(c)	廚房	(i) 洗滌盆	不銹鋼	
		(ii)供水系統	 冷水供水系統採用銅管, 之銅管	熱水供水系統採用配有隔熱絕緣保護
			用料	裝修物料
		(iii)廚櫃	a. 木	a. 木紋膠板飾面(除8樓C單位外)
			b. 實心物料	b. 高光油漆(只適用於8樓C單位)
		(iv)所有其他裝置及 設備的類型	消防裝備及設備	煙霧探測器及消防花灑頭裝置於開 放式廚房內或附近
			其他裝置	水龍頭
			其他設備	不適用
(d)	睡房	裝置(包括嵌入式衣櫃)	不適用	
(e)	電話	接駁點的位置及數目	請參閱「住宅單位機電勢	· 置數量説明表]
(f)	天線	接駁點的位置及數目	請參閱 「住宅單位機電勢	長置數量説明表」

裝置、裝修物料及設備

	terior fittings		
(g)	Electrical installations	(i) Electrical Fittings (including safety devices)	Three phase electricity supply distribution board with residual current device (RCD) and miniature circuit breakers (MCB) are provided.
		(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed 1
		(iii) Location and number of power points and airconditioner points	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units "
(h)	Gas supply	Туре	Not Applicable
		System	Not Applicable
		Location	Not Applicable
(i)	Washing machine	Location	Kitchen
	connection point	Design	22mm diameter water point and 50mm diameter drain point are provided for washing machine
(j)	Water supply	Material of water pipes	Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply
		Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed ²
		Whether hot water is available	Hot water supply is available

Remarks:

- 1. Other than those parts of the conduits concealed within concrete, the rest of them are exposed. The exposed conduits are covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials.
- 2. Other than those parts of the water pipes concealed within concrete, the rest of them are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials.

3. 室內	裝置		
(g)	電力裝置	(i) 供電附件(包括 安全装置)	提供三相電力配電箱並裝置有漏電斷路器(RCD)及電力超載 保護器(MCB)
		(ii) 導管是隱藏或外 露	電線導管是部份隱藏及部份外露1
		(iii) 電插座及空調機 接駁點的位置及 數目	請參閱「住宅單位機電裝置數量説明表」
(h)	氣體供應	類型	不適用
		系統	不適用
		位置	不適用
(i)	洗衣機接駁點	位置	廚房
		設計	洗衣機來水接駁喉位為直徑22毫米:去水接駁喉位為直徑50毫 米
(j)	供水	水管的用料	冷水供水系統採用銅管,熱水供水系統採用配有隔熱絕緣保護 之銅管
		水管是隱藏或外露	供水喉管是部份隱藏及部份外露2
		有否熱水供應	有熱水供應

- 1. 除部分隱藏於混凝土內之導管外,其他部分的電線導管均為外露。外露的導管以假天花、假陣、櫃、飾面板、非混凝土牆、管道槽或其他物料覆蓋或掩藏。
- 2. 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。外露的水管有可能以假天花、假陣、櫃、飾面板、非混凝土牆、管道槽或 其他物料覆蓋或掩藏。

裝置、裝修物料及設備

4 . Mi	scellaneous						
(a)	Lifts			Brand name	Toshiba	Lift-Material	
				Model number	ELCOSMO-111/ CV630	C(4500)- KS6Z30-2(2)	
				Number of lifts	2	1	
				Floors served by the lifts	Lift 1 serves B1/F, G/F-3/F, 5/F-12/ F,15/F-23/F & 25/F. Lift 2 serves B1/F, G/F-1/F, 3/F, 5/F-12/F,15/F-23/F & 25/F	B1/F & G/F	
(b)	Letter box	Mat	erial	Stainless steel			
(c)	Refuse (i) Means of refuse collection		Collected by cleaners				
		(ii)	Location of refuse room	Provided in the common area of each residential floor, central refuse chamber is located on G/F.			
				Water meter	Electricity meter	Gas meter	
(d)	Water meter, electricity meter and gas meter	(i)	Location	Inside common water meter cabinet on each residential floor	Inside common electrical meter room on each residential floor	Not Applicable	
		(ii)	Whether they are separate or communal meters for residential properties	Separate water meter	Separate electricity meter	Not Applicable	

5. Security facilit	ies	
Security System and Equipment	Access control	Octopus card reader and password access control system are provided
	CCTV	CCTV system is provided in the common areas including entrance lobby, passenger lifts, car lift, podium, car park, clubhouse, all lift lobbies, main roof staircase and upper roof 2 staircase connected to G/F entrance lobby caretaker counter
Details of Built- in Provisions	Door phone co	nnecting to the caretaker counter at the G/F entrance lobby
Locations of Built-in Provisions	Door phone sys	tem is provided in each residential unit

6. Appliances
For appliances and their brand names and model numbers, please refer to "Appliances Schedule"

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

4. 雜項										
(a)	升降機			品牌名稱	東芝	Lift-Material				
				產品型號	ELCOSMO-111/ CV630	C(4500)- KS6Z30-2(2)				
				升降機數目	2	1				
				到達數層	1號升降機到達地庫 1層、地下至 3樓、5樓至12樓、 15樓至23樓及25樓 2號升降機到達地庫 1層、地下至 1樓、3樓、5樓至 12樓、15樓至23樓 及25樓	地庫1層及地下				
(b)	信箱	用料		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	每層住宅樓層的公用地	地方,中央垃圾房設於地下。					
				水錶	電錶	氣體錶				
(d)	水錶、電錶及氣體錶	(i)	位置	每層住宅樓層之公共 水錶房	每層住宅樓層之公 共電錶房	不適用				
		(ii)	就住宅單位而言 是獨立抑或公用 的錶	獨立	獨立	不適用				

5. 保安設施					
保安系統及設備	入口通道控制 各住戶採用八達通及密碼控制進出系統				
	閉路電視	閉路電視系統設於公共地方包括入口大堂、客用升降機、車用升降機、基座、停車場、會所、所有升降機大堂、天台樓梯及上層天台2的樓梯,連接地下入口大堂接待處			
嵌入式裝備的 細節	住宅單位對講機連接地下入口大堂接待處				
嵌入式裝備的 位置	各住宅單位均設有對講系統				

6. 設備

有關設備及其品牌和型號,請參閱「設備説明表」

備註: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。

裝置、裝修物料及設備

Appliances Schedule 設備説明表

Location 位置	Appliance 設備	Unit 單位	Brand 牌子	Model 型號		
	30cm Induction Hob 30厘米電磁爐	Unit A, B, C, D, E, F & H 單位 A、B、C、D、E、F及H	Siemens 西門子	EX375FXB1E		
	60cm Induction Hob 60厘米電磁爐	Unit G 單位 G	Siemens 西門子	EX675LYC1E		
	Microwave Oven 微波爐	All of the Units 所有單位	Siemens 西門子	HF15M564HK		
	Telescopic Hood 抽油煙機	Unit A, E, F & H 單位 A、E、F及H	Siemens 西門子	LI64MA530B		
Open Kitchen 開放式廚房		Unit B, C, D & G 單位 B、C、D及G	Siemens 西門子	LI67SA530B		
Open kilchen 用放式图房	Washer-dryer 洗衣乾衣機	All of the Units 所有單位	Siemens 西門子	WK14D321HK		
	Build under Refrigerator 枱下內置式雪櫃	Unit A, B, C, D, E, F & H 單位 A、B、C、D、E、F及H	Siemens 西門子	KU15LA65HK		
	1.8m Built-in Refrigerator 1.8米內置式雪櫃	Unit G 單位 G	Siemens 西門子	KI86NAF31K		
	Electric Water Heater 電熱水爐	All of the Units 所有單位	Stiebel Eltron 斯寶亞創	HDB-E24Si		
	Door Phone 對講機	All of the Units 所有單位	Urmet	Miro 1150/1		
Bathroom 浴室	Thermo Ventilator 浴室寶	All of the Units 所有單位	Panasonic	FV-40BE2H		
				Indoor Unit 室內機	Outdoor Unit 室外機	
Living/Dining Room 客/飯廳		Unit A 單位A	 Mitsubishi 三菱	MSZ-GE60VA-E	MXZ-4C80VA	
Bedroom 睡房		OTIII A 单位A	MIISODISTII 二変	MSZ-GE35VA-E	MAZ-4C00VA	
Living/Dining Room 客/飯廳		Unit B 單位B	Mitsubishi 三菱	MSZ-GE50VA-E & MSZ-GE35VA-E	MXZ-4C71VA	
Living/Dining Room 客/飯廳		Unit C 單位C (Except Unit C on 8/F 除8樓C單位外)	Mitsubishi 三菱	MSZ-GE50VA-E & MSZ-GE35VA-E	MXZ-4C71VA	
Living/Dining Room 客/飯廳		Unit C on 8/F 8樓C單位	Mitsubishi 三菱	MSY-GF24VA	MUY-GF24VA	
Living/Dining Room 客/飯廳	Split Type Air-conditioner	Unit D 單位D	Mitsubishi 三菱	MSZ-GE50VA-E & MSZ-GE35VA-E	MXZ-4C71VA	
Living/Dining Room 客/飯廳			A 4 1 1 - 1 - 1	MSZ-GE50VA-E	MXZ-4C71VA	
Bedroom 睡房	7	Unit E 單位E	Mitsubishi 三菱	MSZ-GE35VA-E		
Living/Dining Room 客/飯廳				MSZ-GE50VA-E	MXZ-4C71VA	
Bedroom 睡房		Unit F 單位F	Mitsubishi 三菱	MSZ-GE35VA-E		
Living/Dining Room 客/飯廳				MSY-GF24VA	MUY-GF24VA	
Bedroom 1 睡房 1		Unit G 單位G	Mitsubishi 三菱	MSZ-GE35VA-E	MXZ-2C52VA	
Bedroom 2 睡房 2				MSZ-GE35VA-E		
Living/Dining Room 客/飯廳		11 11 10 12 11		MSZ-GE60VA-E	1,177, 1000771	
Bedroom 睡房		Unit H 單位H	Mitsubishi 三菱	MSZ-GE35VA-E	MXZ-4C80VA	

Note: 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. 備註: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。

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量説明表 (Except Unit C on 8/F 除8樓C單位外)

	Installation 裝置	Unit 單位								
Location 位置		Α	В	С	D	E	F	G	Н	
			Quantity 數量							
Unit Entrance 大門入口	Door Bell Push Button 門鐘按鍵	1	1	1	1	1	1	1	1	
	Door Bell 門鐘	1	1	1	1	1	1	1	1	
	Lighting Switch 燈掣	3	2	2	1	1	1	2	2	
	Lighting Point 燈位	2	2	2	2	2	2	2	2	
	Door Phone 對講機	1	1	1	1	1	1	1	1	
	13A Single Socket Outlet for Washing Machine 13安培單位洗衣機插座	1	1	1	1	1	1	1	1	
	13A Single Socket Outlet for Refrigerator 13安培單位雪櫃插座	1	1	1	1	1	1	1	1	
	13A Single Socket Outlet for Microwave Oven 13安培單位微波爐插座	1	1	1	1	1	1	1	1	
Open Kitchen 開放式廚房	13A Twin Socket Outlet 13安培雙位插座	1	1	1	1	1	1	1	1	
open knenen phazzuta	13A Single Socket Outlet for Telescopic Hood 13安培單位插座供抽油煙機	1	1	1	1	1	1	1	1	
	5A Fused Spur Unit for LED 5安培接線座供LED	1	1	1	1	1	1	1	1	
	20A Connection Unit for Induction Hob 20安培接線座供電磁爐	1	1	1	1	1	1	-	1	
	40A Connection Unit for Induction Hob 40安培接線座供電磁爐	-	-	-	-	-	-	1	-	
	MCB Distribution Board 總電箱	1	1	1	1	1	1	1	1	
	20A Double Pole Switch For Electric Water Heater 20安培電熱水爐兩極開關	1	1	1	1	1	1	1	1	
	40A TPN Weatherproof Isolator For Electric water Heater 40安培三相電熱水爐防水隔離開關	1	1	1	1	1	1	1	1	
	TV/FM Outlet 電視/收音機插座	1	2	2	2	1	1	2	1	
	Telephone / Data Outlet 電話/數據插座	1	2	2	2	1	1	2	1	
Living/Dining Room 客/飯廳			2 (Only applicable to 6/F) (只適用於 6樓)	1 (Only applicable to 6/F) (只適用於6樓)		- (Only applicable to 7/F-12/F and 15/F-20/F) (只適用於 7樓至12樓及 15樓至20樓)			3 (Only applicable to 6/F) (只適用於 6樓)	
	Lighting Switch 燈掣	2	3 (Only applicable to 7/F-12/F, 15/F-23/F and 25/F) (只適用於7樓 至12樓、 15樓至23樓 及25樓)	7樓至12樓、	2	1 (Only applicable to 6/F, 21/F-23/F and 25/F) (只適用於 6樓、 21樓至23樓 及25樓)	1	3	2 (Only applicable to 7/F-12/F, 15/F-23/F and 25/F) (只適用於 7樓至12樓、 15樓至23樓 及25樓)	

Notes:

- 1. "1, 2,"denotes the quantity of such provision(s) provided in the residential unit.
- 2. "-" denotes "not applicable".
- 3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

附註:

- 1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
- 2. "-"表示不適用。
- 3. 説明表所顯示的燈掣數量是表示燈掣面板的數量。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量説明表 (Except Unit C on 8/F 除8樓C單位外)

				Unit 單位					
Location 位置	Installation 裝置	А	В	С	D	Е	F	G	Н
		Quantity 數量							
	Lighting Point 燈位	2	2	2	3	1	1	2	2
Living /Dining Boom 宏/紅藤	13A Single Socket Outlet 13安培單位插座	1	5	3	5	2	1	2	1
Living/Dining Room 客/飯廳	13A Twin Socket Outlet 13安培雙位插座	3	2	2	2	1	2	3	3
	20A Double Pole Switch for A/C 20安培空調兩極開關	1	2	2	2	1	1	1	1
	Lighting Point 燈位	3	3	3	3	3	3	3	3
	Lighting Switch 燈掣	-	-	-	-	-	-	-	-
Bathroom 浴室	13A Single Socket Outlet 13安培單位插座	1	1	1	1	1	1	1	1
	13A Fused Spur Unit for Thermo Ventilator 13安培接線座供浴室寶	1	1	1	1	1	1	1	1
	5A Connection Unit for LED 5安培接線座供LED	1	1	1	1	1	1	1	1
Bedroom/ Bedroom 1/ Bedroom 2 睡房/睡房1/睡房2	Lighting Switch 燈掣	1	-	-	-	1	1	2 (Only applicable to Bedroom 1) (只適用於 睡房1) 1 (Only applicable to Bedroom 2) (只適用於 睡房2)	1
	Lighting Point 燈位	1	-	-	-	1	1	1	1
	13A Single Socket Outlet 13安培單位插座	3	-	-	-	2	2	2	2
	13A Twin Socket Outlet 13安培雙位插座	1	-	-	-	1	1	1	1
	20A Double Pole Switch for A/C 20安培空調兩極開關	1	-	-	-	1	1	1	1
	TV/FM Outlet 電視/收音機插座	1	-	-	-	1	1	1	1
	Telephone / Data Outlet 電話/數據插座	1	-	-	-	1	1	1	1

Notes:

- 1. "1, 2,"denotes the quantity of such provision(s) provided in the residential unit.
- 2. "-" denotes "not applicable".
- 3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

附註:

- 1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
- 2. "-"表示不適用。
- 3. 説明表所顯示的燈掣數量是表示燈掣面板的數量。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

					Unit	單位			
Location 位置	Installation 裝置	Α	В	С	D	E	F	G	Н
					Quant	lity 數量			
Balcony 露台	Lighting Point 燈位	to 7/F-12/F, 15/F-23/F and 25/F) (只適用於	to 7/F-12/F, 15/F-23/F and 25/F) (只適用於 7樓至12樓、		1 (Only applicable to 7/F-12/F, 15/F-23/F and 25/F) (只適用於 7樓至12樓、	- (Only applicable to 6/F-12/F and 15/F-20/F) (只適用於 6樓至12樓及 15樓至20樓) 1 (Only applicable to 21/F-23/F and 25/F) (只適用於 21樓至23樓 及25樓)	1 (Only applicable to 7/F-12/F, 15/F-23/F and 25/F) (只適用於 7樓至12樓、	1	1
Flat Roof 平台 (6/F only 只適用於6樓)	Lighting Point 燈位	3	-	-	1	1	1	1	1
A/C Platform 空調機平台	20A Double Pole Weatherproof Switch For A/C Outdoor Unit 20安培分體式空調室外散熱機防水隔離開關	1	1	1	1	1	1	2	1
Utility Platform 工作平台	Lighting Point 燈位	l (Only applicable to 7/F-12/F, 15/F-23/F and 25/F) (只適用於 7樓至12樓、 15樓至23樓 及25樓)	-	-	-	-	-	1 (Only applicable to 7/F-12/F, 15/F-23/F and 25/F) (只適用於 7樓至12樓、 15樓至23樓 及25樓)	-
	Lighting Point 燈位	1	1	1	1	1	1	1	1
Roof 天台	Lighting Switch 燈掣	1	1	1	1	1	1	1	1
	13A Weatherproof Single Socket Outlet 13安培單位防水插座	1	1	1	1	1	1	1	1

Notes:

- 1. "1, 2,"denotes the quantity of such provision(s) provided in the residential unit.
- 2. "-" denotes "not applicable".
- 3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

附註:

- 1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
- 2. "-"表示不適用。
- 3. 説明表所顯示的燈掣數量是表示燈掣面板的數量。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量説明表 (Unit C on 8/F 8樓C單位)

Location 位置	Installation 裝置	Quantity 數量
Unit Entrance 大門入口	Door Bell Push Button 門鐘按鍵	1
	Door Bell 門鐘	1
	Lighting Switch 燈掣	2
	Lighting Point 燈位	2
	Door Phone 對講機	1
	13A Single Socket Outlet for Washing Machine 13安培單位洗衣機插座	1
	13A Single Socket Outlet for Refrigerator 13安培單位雪櫃插座	1
	13A Single Socket Outlet for Microwave Oven 13安培單位微波爐插座	1
Open Kitchen 開放式廚房	13A Twin Socket Outlet 13安培雙位插座	1
	13A Single Socket out for Telescopic Hood 13安培單位插座供抽油煙機	1
	5A Fused Spur Unit for LED 5安培接線座供LED	1
	20A Connection Unit for Induction Hob 20安培接線座供電磁爐	1
	MCB Distribution Board 總電箱	1
	20A Double Pole Switch For Electric Water Heater 20安培電熱水爐兩極開關	1
	40A TPN Weatherproof Isolator For Electric water Heater 40安培三相電熱水爐防水隔離開關	1
	水隔離開關 TV/FM Outlet 電視/收音機插座	1
	Telephone / Data Outlet 電話/數據插座	1
	Lighting Switch 燈掣	1
Living/Dining Room 客/飯廳	Lighting Point 燈位	2
	13A Single Socket Outlet 13安培單位插座	3
	13A Twin Socket Outlet 13安培雙位插座	1
	20A Double Pole Switch for A/C 20安培空調兩極開關	1
	Lighting Point 燈位	3
Pathrages 公安	Lighting Switch 燈掣	-
Bathroom 浴室	13A Single Socket Outlet 13安培單位插座	1
	13A Fused Spur Unit for Thermo Ventilator 13安培接線座供浴室寶	1
Balcony 露台	Lighting Point 燈位	1
A/C Platform 空調機平台	20A Double Pole Weatherproof Switch For A/C Outdoor Unit 20安培分體式空調室外散熱機防水隔離開關	1

Notes:

- 1. "1, 2,"denotes the quantity of such provision(s) provided in the residential unit.
- 2. "-" denotes "not applicable".
- 3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

附註:

- 1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
- 2. "-"表示不適用。
- 3. 説明表所顯示的燈掣數量是表示燈掣面板的數量。

SERVICE AGREEMENTS

服務協議

Potable and flushing water is supplied by Water Supplies Department.

Electricity is supplied by CLP Power Hong Kong Limited.

食水及沖廁水由水務署供應。 電力由中華電力有限公司供應。

GOVERNMENT RENT

地税

The Owner 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 Government Grant up to and including the date of the respective Assignments to the purchasers.

擁有人將會或已支付(視情況而定)從批地文件日期起至包括與各買方訂立之物業轉讓契約的日期為止,就發展項目所興建於該地段的所有地租。

MISCELLANEOUS PAYMENTS BY PURCHASER

買方的雜項付款

- (a) 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 and electricity; and
- (b) On such delivery, the purchaser is not liable to pay to the Owner a debris removal fee.

Note

The purchaser shall pay a debris removal fee to the manager (not the Owner) of the Development under the deed of mutual covenant, and where the Owner has paid that debris removal fee, the purchaser shall reimburse the Owner for the same.

- (a) 在向買方交付指明住宅物業在空置情況下的管有權時,買方須負責向擁有人補還水及電力的按金;及
- (b) 在交付時,買方不須向擁有人支付清理廢料的費用。

註:

買方須根據公契向發展項目的管理人(而非擁有人)支付清理廢料的費用,而如賣方已支付清理廢料的費用,買方須向擁有人補還清理廢料的費用。 的費用。

DEFECT LIABILITY WARRANTY PERIOD

欠妥之處的保養責任期

Defects liability warranty period for the residential property and the fittings, finishes and appliances as set out in the sale and purchase agreement as provided in the sale and purchase agreement is within six (6) months from the date of completion of the sale and purchase.

按買賣合約的規定,住宅物業及買賣合約所列出的裝置、裝修物料及設備之欠妥之處的保養責任期為住宅物業之成交日期起計六(6)個月內。

MAINTENANCE OF SLOPES

斜坡維修

Not applicable.

不適用。

MODIFICATION

修訂

Not applicable.

不適用。

RELEVANT INFORMATION

有關資料

Noise mitigation measures

1. Noise Impact Assessment

Noise Impact Assessment has been carried out by the Owner as required under Special Condition No. (37) of the Land Grant.

2. Noise Impact Assessment Report

A Noise Impact Assessment ("the NIA") has been approved under Special Condition No. (37(a)) of the Land Grant with reference number 246591(r8) dated 20 January 2016. The NIA will be available in the sales office for inspection by prospective purchasers free of charge (photocopies will be available on payment of photocopying charges).

3. Noise Mitigation Measures

According to Table 5 of the NIA, the Noise Mitigation Measures specified in the "Schedules of Noise Mitigation Measures" below will be constructed and installed in the Development. The Noise Mitigation Measures are described in details in the NIA.

- 4. Schedules of Noise Mitigation Measures
 - (i) Fixed Glazing and Maintenance Windows are installed in the following location of Units for noise mitigation:

Unit	Floor	Location
Α	6/F - 12/F, 15/F - 16/F, 17/F - 23/F & 25/F	Bedroom facing Hing Fong Road
В	6/F - 12/F, 15/F - 16/F, 17/F - 23/F & 25/F	Living / Dining Room facing Hing Fong Road
С	6/F - 12/F, 15/F - 16/F, 17/F - 23/F & 25/F	Living / Dining Room facing Hing Fong Road
D	6/F - 12/F, 15/F - 16/F, 17/F - 23/F & 25/F	Living / Dining Room facing Hing Fong Road

For more details on the location of the Fixed Glazing and Maintenance Windows, please refer to the "Floor Plans of Residential Properties in the Development" section.

The above Fixed Glazing and Maintenance Windows shall be closed for noise mitigation.

(ii) Acoustic fins are constructed at the following location of Units for noise mitigation:

Unit	Floor	Location
	6/F	Underneath 7/F Balcony
В	7/F - 12/F, 15/F - 16/F, 17/F - 23/F & 25/F	Balcony
	6/F	Underneath 7/F Balcony
С	7/F - 12/F, 15/F - 16/F, 17/F - 23/F & 25/F	Balcony

(iii) Acoustic materials are installed in the following location of Units for noise mitigation:

	teessile marenas are ustaned unine teneving recurrent or or instance miniganers.					
Unit	Floor	Location				
		Ceiling underneath 7/F Balcony				
В	6/F	Both sides of the Acoustic Fins underneath 7/F Balcony				
	7/F - 12/F, 15/F - 16/F,	Ceiling of Balcony				
	17/F - 23/F & 25/F	Both sides of the Acoustic Fins at the Balcony				
	6/F 7/F - 12/F, 15/F - 16/F,	Ceiling underneath 7/F Balcony				
С		Both sides of the Acoustic Fins underneath 7/F Balcony				
		Ceiling of Balcony				
	17/F - 23/F & 25/F	Both sides of the Acoustic Fins at the Balcony				
	6/F	Ceiling underneath 7/F Balcony				
D	7/F - 12/F, 15/F - 16/F, 17/F - 23/F & 25/F	Ceiling of Balcony				

(iv) Balconies with solid parapet are provided in the following Units for noise mitigation:

Unit	Floor
В	7/F - 12/F, 15/F - 16/F, 17/F - 23/F & 25/F
С	7/F - 12/F, 15/F - 16/F, 17/F - 23/F & 25/F
D	7/F - 12/F, 15/F - 16/F, 17/F - 23/F & 25/F

(v) Cantilevered acoustic noise barrier is installed at the transfer plate facing Hing Fong Road.

Gondola System

There are davit arm racks at the roofs forming part of Units A to H on 25th Floor of the Development. However, these davit arm racks do not form part of the said residential properties, but are part of the common parts.

According to the DMC, the Manager has a right to enter any residential property to extend, maintain, operate, move and have access to, on, over and /or into or partly into the roof, flat roof and/or roof terrace and the portion of airspace above the roof, flat roof and/or roof terrace or the parapet walls of the roof, flat roof and/or roof terrace as may be determined by the Manager, a tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to in the DMC as the "gondola system" which expression shall include all jibs, brackets, hinges, posts or other related equipment) (i) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Estate, and (ii) to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the General Common Areas and General Common Facilities and/or the Estate.

No owner shall do or permit or suffer to be done by his tenants, occupiers or licensees any act, deed, matter or thing or place any items in the roof and/or flat roof or the parapet walls of the roof or flat roof pertaining to its unit which in any way interferes with or affects or which is likely to interfere with or affect the operation of the gondola system by the Manager in the course of the management and/or the maintenance of the Estate.

The existence, maintenance, repair and operation of the gondola system may affect the enjoyment of the residential properties of the Development.

RELEVANT INFORMATION

有關資料

噪音緩解措施

1. 噪音影響評估

擁有人已根據批地文件特別條款第(37)條進行了噪音影響評估。

2. 噪音影響評估報告

噪音影響評估報告(「噪音影響評估報告」)已根據批地文件特別條款第((37)a)條獲批(參考編號為246591(r8)及日期為2016年1月20日)。噪音影響評估報告可於售樓處供準買家免費參閱(索取影印本須付影印費)。

3. 噪音緩解措施

根據噪音影響評估報告表格5,發展項目內將會興建或安裝下文"噪音緩解措施總覽"所列之噪音緩解措施(「噪音緩解措施」)。噪音緩解措施之詳情,請參閱噪音影響評估報告。

4. 噪音緩解措施總覽

(i) 以下單位位置裝有固定窗戶及維修用窗以作噪音緩解措施:

單位	層數	位置
Α	6樓至12樓、15樓至16樓、17樓至23樓及25樓	睡房面向興芳路
В	6樓至12樓、15樓至16樓、17樓至23樓及25樓	客/飯廳面向興芳路
С	6樓至12樓、15樓至16樓、17樓至23樓及25樓	客/飯廳面向興芳路
D	6樓至12樓、15樓至16樓、17樓至23樓及25樓	客/飯廳面向興芳路

有關固定窗戶及維修用窗位置之詳情,請參閱「發展項目的住宅物業的樓面平面圖」。以上固定窗戶及維修用窗須保持關閉以緩解噪音。

(ii) 以下單位位置裝有隔聲鰭以作噪音緩解措施:

單位	Ī	層數	位置
В		6樓	7樓露台底下
В		7樓至12樓、15樓至16樓、17樓至23樓及25樓	露台
		6樓	7樓露台底下
		7樓至12樓、15樓至16樓、17樓至23樓及25樓	露台

(iii) 以下單位位置裝有隔聲物料以作噪音緩解措施:

單位	層數	位置		
	6樓	7樓露台底下天花		
В	0′接	7樓露台底下側之隔聲鰭的雙面		
Ь	7樓至12樓、15樓至16樓、17樓至23樓及25樓	露台天花		
	7 接至12 接、13 接至10 接、17 接至23 接及23 接	露台側之隔聲鰭的雙面		
	6樓	7樓露台底下天花		
C	O(接	7樓露台底下側之隔聲鰭的雙面		
	7樓至12樓、15樓至16樓、17樓至23樓及25樓	露台天花		
	7 按至12 按 10 按至10 按 17 按至20 按次25 按	露台側之隔聲鰭的雙面		
D	6樓	7樓露台底下天花		
D	7樓至12樓、15樓至16樓、17樓至23樓及25樓	露台天花		

(iv) 以下單位之露台裝有實心護欄以作噪音緩解措施:

單位	層數
В	7樓至12樓、15樓至16樓、17樓至23樓及25樓
С	7樓至12樓、15樓至16樓、17樓至23樓及25樓
D	7樓至12樓、15樓至16樓、17樓至23樓及25樓

(v) 面向興芳路的結構轉換層裝有懸臂式隔音屏障。

吊船系統

發展項目25樓A至H單位的天台上有吊船吊臂架。然而,該等吊船吊臂架並非該等住宅物業的一部分,而屬公用部分的一部分。

根據公契,管理人有權進入任何住宅物業按其決定將履帶式伸縮吊臀吊船及/或任何吊臂、吊船吊臂架、其他設備或管理裝置(在公契統稱為「吊船系統」,該詞包括所有吊臂、托架、鉸鏈、立柱或其他相關設備)在該天台、平台及/或天台頂層及天台、平台及/或天台頂層或其矮牆的上空部分伸展、保養、運作、移動和接近及/或進入或局部進入該上空,藉以(i)服務、清潔、加強、保養、維修、翻新、裝飾、改善及/或更換屋苑外部的任何部分,以及(ii)臨時停留在該上空一段必要期間以便對一般公用地方及一般公用設施及/或屋苑的全部或任何部分進行檢查、重建、維修、翻新、保養、清潔、油漆或裝飾。

業主不得作出或容許其租戶、佔用人、被許可人在附於其單位的天台及/或平台或天台或平台的矮牆上作出任何行為、行動、事情、事項或放置任何物品以任何方式干擾、影響或可能干擾或影響管理人於管理及/或保養屋苑期間操作吊船系統。

吊船系統的存在、保養、維修及運作可能影響發展項目住宅物業的享用。

申請建築物總樓面面積寬免的資料

Breakdown of GFA Concessions Obtained for All Features

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

獲寬免總樓面面積的設施分項

於印製售樓説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。如印製售樓説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。

	RDED GFA UNDER BUILDING (PLANNING) REGULATIONS 23(3)(b) 逐物 (規劃) 規例》第23(3)(b)條不計算的總樓面面積		AREA (SQ METRE) 面積 (平方米)
1.(#)	Carpark and loading/unloading area excluding public transport terminus	停車場及上落客貨地方(公共交通總站除外)	1018.458
2	Plant rooms and similar services	機房及相類設施	
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 regulations such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recover chamber, etc.	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作業備考》或規例限制的強制性設施或必要機房,例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等	180.286
2.2(#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc.	所佔面積不受任何《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規 例限制的強制性設施或必要機房,例如僅供消防裝置及設備佔用的房間、電錶房、 電力變壓房、食水及鹹水缸等	676.555
2.3	Non-mandatory or non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc	非強制性或非必要機房,例如空調機房、風櫃房等	7.659
	ATURES UNDER JOINT PRACTICE NOTES 1 AND 2 =業備考第1及第2號提供的環保設施		AREA (SQ METRE) 面積(平方米)
3.	Balcony	露台	118.000
4.	Wider common corridor and lift lobby	加闊的公用走廊及升降機大堂	Not applicable 不適用
5.	Communal sky garden	公用空中花園	Not applicable 不適用
6.	Acoustic fin	隔聲鰭	5.624
7.	Wing wall, wind catcher and funnel	翼牆、捕風器及風斗	Not applicable 不適用
8.	Non-structural prefabricated external wall	非結構預製外牆	Not applicable 不適用
9.	Utility platform	工作平台	24.000
10.	Noise barrier	隔音屏障	101.891

申請建築物總樓面面積寬免的資料

AMENITY F 適意設施	EATURES		AREA (SQ METRE) 面積 (平方米)
11.	Counter, office, Store Room, guard room and lavatory for watchman and management staff, Owners' Corporation Office	供保安人員和管理處員工使用的櫃枱、辦公室、儲物室、警衞室和廁所,業主立案法團辦公室	9.000
12.	Residential Recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities	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	218.000
13.	Covered landscaped and play area	有上蓋的園景區及遊樂場	229.182
14.	Horizontal screens/covered walkways, trellis	横向屏障 / 有蓋人行道、花棚	Not applicable 不適用
15.	Larger lift shaft	擴大升降機井道	84.362
16.	Chimney shaft	煙囱管道	Not applicable 不適用
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room.	其他非強制性或非必要機房,例如鍋爐房、衞星電視共用天線房	Not applicable 不適用
18.(#)	Pipe duct, air duct for mandatory feature or essential plant room	強制性設施或必要機房所需的管槽、氣槽	29.607
19.	Pipe duct, air duct for non-mandatory or non-essential plant room	非強制性設施或非必要機房所需的管槽、氣槽	9.35
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature	環保系統及設施所需的機房、管槽及氣槽	Not applicable 不適用
21.	Void in duplex domestic flat and house	複式住宅單位及洋房的中空	Not applicable 不適用
22.	Projections such as air-conditioning box and platform with a projection of more than 750 mm from the external wall	伸出物,如空調機箱及伸出外牆超過750毫米的平台	Not applicable 不適用
OTHER EXI 其他項目	EMPTED ITEMS		AREA (SQ METRE) 面積 (平方米)
23. (#)	Refuge floor including refuge floor cum sky garden	庇護層,包括庇護層兼空中花園	Not applicable 不適用
24. (#)	Other projections	其他伸出物	130.203
25.	Public transport terminus	公共交通總站	Not applicable 不適用
26.(#)	Party structure and common staircase	共用構築物及樓梯	Not applicable 不適用
27.(#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	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	103.479
28.(#)	Public passage	公眾通道	Not applicable 不適用
29.	Covered set back area	因建築物後移導致的覆蓋面積	Not applicable 不適用
BONUS GI 額外總樓面			AREA (SQ METRE) 面積 (平方米)
30.	Bonus GFA	額外總樓面面積	Not applicable 不適用

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.

附註

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 規定的要求而制的。屋宇署會按實際需要不時更改有關要求。

申請建築物總樓面面積寬免的資料

The Environmental Assessment of the Building

The development has achieved the PROVISIONAL UNCLASSIFIED 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 UNCLASSIFIED



Application no.: PAU0012/16

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

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

Part I	
Provision of Central Air Conditioning	NO
Provision of Energy Efficient Features	YES
Energy Efficient Features proposed:	1. Gearless ACVVVF Lift
	2. High Efficient Air Conditioning Units

Part II: The predicted annual energy use of the proposed building / part of building (Note 1)								
Location	Internal Floor Area Served (m²)	Annual Energy Use of Baseline Building (Note 2)		Annual Energy Use of Proposed Building				
	(111)	Electricity kWh/m²/ annum	Town Gas / LPG unit/ m²/ annum	Electricity kWh/m²/ annum	Town Gas / LPG unit/ m²/ annum			
Area served by central building services installation (Note 3)	1039.927	137.6	Not applicable	109.4	Not applicable			

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

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

申請建築物總樓面面積寬免的資料

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)暫定不予評級。

緑色建築認證

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

暫定評級 不予評級



申請編號: PAU0012/16

發展項目的公用部分的預計能量表現或消耗

於印製售樓説明書前呈交予建築事務監督發展項目的公用部分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	否
提供具能源效益的設施	是
擬安裝的具能源效益的設施	1. 無齒輪交流變壓變頻升降機 2. 高效能空調機

第Ⅱ部分: 擬興建樓宇/部分樓宇預計(每年能源消規量) (註腳 1)					
位置	使用有關裝置的內部樓面	基線樓宇 (註腳2) 每年前	能源消耗量	擬興建樓宇每	年能源消耗量
	面積 (平方米)	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 (註腳3) 的部分	1039.927	137.6	不適用	109.4	不適用

- 註腳: 1. 一般而言,一棟樓宇的預計"每年能源消耗量"愈低,其節約能源的效益愈高。如一棟樓宇預計的"每年能源耗量"低於該樓宇的"基線樓宇每年能源消耗量",則代表預計該樓宇的能源應用較其基線樓宇有效,削減幅度愈大則代表有關樓宇能源節約的效益愈高。預計每年能源消耗量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算,指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商,其中:
 - a. "每年能源消耗量"與新建樓宇BEAM Plus標準(現行版本)第4節及附錄8中的「年能源消耗」具有相同涵義;及 b. 樓宇、空間或單位的"內部樓面面積",指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
 - 2. "基準樓宇"與新建樓宇BEAM Plus標準 (現行版本)第4節及附錄8中的"基準建築物模式 (零分標準)"具有相同涵義。
 - 3. "中央屋宇裝備裝置"與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部份: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				

INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT

地政總署署長作為給予預售樓花同意書的條件而規定列於售樓説明書的資料

- 1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Residential Unit or the Parking Space specified in the Agreement for Sale and Purchase, sub-sell that Residential Unit or Parking Space or transfer the benefit of the Agreement for Sale and Purchase of that Residential Unit or Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
- 2. If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase, agrees (at its own discretion) to cancel the Agreement for Sale and Purchase or the obligations of the purchaser under the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit and the Parking Space specified in the Agreement for Sale and Purchase and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.
- 3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective Assignments to the purchasers.
- 4. The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
- 5. For information and requirements relating to the Green Area (as referred to in Special Condition Nos. (3) to (6) of the Land Grant), please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces".

- 1. 買方須與賣方於正式買賣合約中協議,除訂立按揭或押記外,買方不會於完成正式買賣合約之成交及簽署轉讓契之前,以任何方式,或訂立任何協議以達至提名任何人士接受轉讓正式買賣合約所指明的住宅物業或車位的轉讓契,或轉售該住宅物業或車位,或轉移該住宅物業或車位的正式合約的權益。
- 2. 如正式買賣合約的買方有此要求,並獲賣方(按其自己的酌情決定)同意之情況下取消正式買賣合約或買方於該正式買賣合約所承擔之責任,賣方有權保留相等於該正式買賣合約所指明的住宅物業及車位總售價百份之五的款額。同時買方亦須額外付予賣方或付還賣方(視情況而定)全部就取消該正式買賣合約而須付之律師費、收費及代墊付費用(包括任何印花税)。
- 3. 賣方將會支付或已經支付(視情況而定)由批地文件之日起直至有關個別買方簽署轉讓契之日(包括簽署轉讓契當日)止,所有有關該正在興建的發展項目所處地段的地稅。
- 4. 已簽署正式買賣合約的買方有權要求查閱並於要求時獲提供一份有關完成興建發展項目所需的建築費用及專業費用總額,及有關直至詢問時的上一個曆月底為止已動用及支付的建築費用及專業費用總額的最新資料記錄的副本,但每次要求須支付不超過港幣一百元的象徵式費用。
- 5. 有關批地文件特別條件第(3)至(6)條提及之綠色範圍的資料及要求,請參閱「批地文件的摘要」及「公共設施及公 眾休憩用地的資料」。

The address of the website designated by the Vendor for Development for the purpose of Part 2 of the Residential Properties (First-hand Sales) Ordinance: www.edition178.com 實方為施行《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.edition178.com

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

Examination Record 檢視紀錄

Examination / Revision Date 檢視/修改日期	Page number in version with print date on 26 July 2017 2017年7月26日印製版本之頁數	Page number in version with print date on 25 October 2017 2017年10月25日印製版本之頁數	Revision Made 所作修改		
	P.1-5	P.1-5	"Notes to Purchasers of First-hand Residential Properties" is updated according to the latest version issued by the Sales of First-hand Residential Properties Authority 根據一手住宅物業銷售監管局最新發出的版本更新「一 手住宅物業買家須知」		
	-	P.5A, 5B (additional pages) (加頁)	"Notes to Purchasers of First-hand Residential Properties" is updated according to the latest version issued by the Sales of First-hand Residential Properties Authority and is added in these pages 根據一手住宅物業銷售監管局最新發出的版本更新「一 手住宅物業買家須知」及增添至此頁		
	P.8-9	P.8-9	Relationship Between Parties Involved in the Development title revised 修改有參與發展項目的各方的關係標題		
	P.12	P.12	Location Plan of the Development is updated 更新發展項目的所在位置圖		
	P.13	P.13	Aerial Photograph of the Development is updated 更新發展項目的鳥瞰照片		
25 th October 2017 2017年10月25日	P.17-20	P.17-20	Floor Plans of Residential Properties in the Development is updated 更新發展項目的住宅物業的樓面平面圖		
	P.25	P.25	Floor Plans of Parking Spaces in the Development is updated 更新發展項目的停車位的樓面平面圖		
	P.53-54	P.53-54	Elevation Plan is updated 更新立面圖		
	P.66-68	P.66-68	Fittings, Finishes and Appliances is updated 更新裝置、裝修物料及設備		
	-	P.67A (additional page) (加頁)	Fittings, Finishes and Appliances is updated and is added in this page 更新裝置、裝修物料及設備及增添至此頁		
	P.73-74	P.73-74	Information in Application for Concession on Gross Floor Area of Building is updated 更新申請建築物總樓面面積寬免的資料		
Examination / Revision Date 檢視/修改日期	Page number in version with print date on 25 October 2017 2017年10月25日印製版本之頁數	Page number in version with print date on 24 January 2018 2018年1月24日印製版本之頁數	Revision Made 所作修改		
	P.12	P.12	Information of Location Plan of the Development is updated 更新發展項目的所在位置圖的資料		
24 th January 2018 2018年1月24日	P.13	P.13	Aerial Photograph of the Development is updated 更新發展項目的鳥瞰照片		
	P.14	P.14	Outline Zoning Plan etc. Relating to the Development is updated 更新關爭乎發展項目的分區計劃大綱圖等		

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Examination / Revision Date 檢視/修改日期	Page number in version with print date on 24 th January 2018 2018年1月24日印製版本之頁數	Page number in version with print date on 23 rd April 2018 2018年4月23日印製版本之頁數	Revision Made 所作修改
	P.7	P.7	Information on Vendor and Others Involved in the Development is revised 修改賣方及有參與發展項目的其他人的資料
	P.12	P.12	Location Plan of the Development is updated 更新發展項目的所在位置圖
23 rd April 2018	P.13	P.13	Aerial Photograph of the Development is updated 更新發展項目的鳥瞰照片
2018年4月23日	P.17	P.17	Floor Plan of Residential Properties in the Development is updated 更新發展項目的住宅物業的樓面平面圖
	P.53-54	P.53-54	Elevation Plans are updated 更新立面圖
	P.73-74	P.73-74	Information in Application for Concession on Gross Floor Area of Building is updated 更新申請建築物總樓面面積寬免的資料
Examination / Revision Date 檢視/修改日期	Page number in version with print date on 23 rd April 2018 2018年4月23日印製版本之頁數	Page number in version with print date on 20 th July 2018 2018年7月20日印製版本之頁數	Revision Made 所作修改
	P.6	P.6	Information on the Development is revised 修改發展項目的資料
	P.10	P.10	Information on Design of the Development is revised 修改發展項目的設計的資料
	P.11	P.11	Information on Property Management is revised 修改物業管理的資料
20 th July 2018 2018年7月20日	P.12	P.12	Location Plan of the Development is updated 更新發展項目的所在位置圖
	P.15	P.15	Information on Layout Plan of the Development is revised 修改發展項目的布局圖的資料
	P.17-19	P.17-19	Floor Plans of Residential Properties in the Development are updated 更新發展項目的住宅物業的樓面平面圖
	P.53	P.53	Information on Elevation Plan is updated 更新立面圖的資料

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Examination / Revision Date 檢視/修改日期	Page number in version with print date on 20 th July 2018	Page number in version with print date on 19th October 2018	Revision Made 所作修改
饭饭/炒以口剂	2018年7月20日印製版本之頁數	2018年10月19日印製版本之頁數	THE IDEA.
	P.6	P.6	Information on the Development is revised 修改發展項目的資料
19 th October 2018 2018年10月19日	P.12	P.12	Location Plan of the Development is updated 更新發展項目的所在位置圖
	P.62, P.65	P.62, P.65	Fittings, Finishes and Appliances is updated 更新裝置、裝修物料及設備
Examination / Revision Date 檢視/修改日期	Page number in version with print date on 19 th October 2018 2018年10月19日印製版本之頁數	Page number in version with print date on 6 th November 2018 2018年11月6日印製版本之頁數	Revision Made 所作修改
6 th November 2018 2018年11月6日	P.65	P.65	Fittings, Finishes and Appliances is updated 更新裝置、裝修物料及設備
Examination / Revision Date 檢視/修改日期	Page number in version with print date on 6 th November 2018 2018年11月6日印製版本之頁數	Page number in version with print date on 5 th December 2018 2018年12月5日印製版本之頁數	Revision Made 所作修改
	P.6	P.6	Information on the Development is revised 修改發展項目的資料
5 th December 2018 2018年12月5日	P.12	P.12	Location Plan of the Development is updated 更新發展項目的所在位置圖
	-	P.13A (additional page) (加頁)	Aerial Photograph of the Development is updated and is added in this page 更新發展項目的鳥瞰照片及增添至此頁