

ARTISAN GARDEN 臻尚

SALES BROCHURE 售樓説明書

ARTISAN GARDEN 臻尚

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 plans as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

4. Property area and its surroundings

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

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.

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

⁽i) the external dimensions of each residential property;

⁽ii) the internal dimensions of each residential property;

⁽iii) the thickness of the internal partitions of each residential property;

⁽iv) the external dimensions of individual compartments in each residential property.

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

一手住宅物業買家須知

5. Sales brochure

- Ensure that the sales brochure you have obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- Read through the sales brochure and in particular, check the following information in the sales brochure
 - whether there is a section on "relevant information" in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as "relevant information";
 - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
 - interior and exterior fittings and finishes and appliances;
 - the basis on which management fees are shared;
 - whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
 - whether individual owners have responsibility to maintain slopes.

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

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

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

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

8. Register of Transactions

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

9. Agreement for sale and purchase

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

10. Expression of intent of purchasing a residential property

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

一手住宅物業買家須知

11. Appointment of estate agent

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

12. Appointment of solicitor

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

For first-hand uncompleted residential properties

13. Pre-sale Consent

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

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

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

15. Estimated material date and handing over date

- Check the estimated material date³ for the development in the sales brochure.
 - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.

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.

一手住宅物業買家須知

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

For first-hand completed residential properties

16. Vendor's information form

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

17. Viewing of property

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

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

Website : www.srpa.gov.hk

Telephone : 2817 3313

Email : enquiry_srpa@hd.gov.hk

Fax : 2219 2220

Other useful contacts:

Consumer Council

Website : www.consumer.org.hk

Telephone : 2929 2222

Email : cc@consumer.org.hk

Fax : 2856 3611

Estate Agents Authority

Website : www.eaa.org.hk

Telephone : 2111 2777

Email : enquiry@eaa.org.hk

Fax : 2598 9596

Real Estate Developers Association of Hong Kong

Telephone : 2826 0111 Fax : 2845 2521

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

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。
- 閲覽賣方就該發展項目所指定的互聯網網站內的有關資訊,包括售樓説明書、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,以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款,然後選擇合適的還款方式,並小心計算按揭貸款金額,以確保 貸款額沒有超出本身的負擔能力。
- 查閲同類物業最近的成交價格,以作比較。
- 向賣方或地產代理瞭解,您須付予賣方或該發展項目的管理人的預計的管理費、管理費上期金額(如有)、 特別基金金額(如有)、補還的水、電力及氣體按金(如有)、以及/或清理廢料的費用(如有)。

3. 價單、支付條款,以及其他財務優惠

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

4. 物業的面積及四周環境

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

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

² 根據條例附表1第1部第10(2)(d)條述明,售樓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一

⁽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。

一手住宅物業買家須知

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」;
 - 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税。
- 留意公契內訂明有關物業內可否飼養動物。

7 售樓處內有關可供揀選住宅物業的資料

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

8. 成交紀錄冊

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

9. 買賣合約

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

10. 表達購樓意向

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

一手住宅物業買家須知

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,您應該一
 - 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

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

14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀,但賣方如為某指明住宅物業設置示範單位,必須 首先設置該住宅物業的無改動示範單位,才可設置該住宅物業的經改動示範單位,並可以就該住宅 物業設置多於一個經改動示範單位。
- 參觀示範單位時,務必視察無改動示範單位,以便與經改動示範單位作出比較。然而,條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時,應已提供有關發展項目的售樓説明書。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。
 - 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。

• 收樓日期

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

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

一手住宅物業買家須知

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

適用於一手已落成住宅物業

16. 賣方資料表格

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

17. 參觀物業

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

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

網 址:www.srpa.gov.hk

電 話: 2817 3313

電 郵:enquiry_srpa@hd.gov.hk

傳 真: 2219 2220

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 the Development

ARTISAN GARDEN

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 (provisional) 68 Kowloon City Road

Remark: The above provisional street number is subject to confirmation when the Development is completed.

The Development consists of one multi-unit building Total number of storeys

29 storeys (Including 1 storey of basement but excluding transfer plate, roof, plant room floor, plant room mezzanine floor and upper roof)

Floor numbering as provided in the approved building plans for the Development

B/F, G/F, 1/F to 3/F, 5/F to 12/F, 15/F to 23/F and 25/F to 31/F

Omitted floor numbers

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

Refuge floor

Roof

The Development is an uncompleted development

- The estimated material date for the Development as provided by the authorized person for the Development is 31 March 2021.
- The estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.
- Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Development has been completed or is deemed to be completed (as the case may be).

發展項目名稱

瑧尚

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 (臨時) 九龍城道68號

備註:上述臨時門牌號數有待發展項目建成時確認。

發展項目包含一幢多單位建築物

樓層總數

29層(包括1層地庫但不包括轉換層、天台、機房層、機房夾層及上層天台)

發展項目的經批准的建築圖則所規定的樓層號數

地庫、地下、1樓至3樓、5樓至12樓、15樓至23樓及25樓至31樓

被略去的樓層號數

不設4樓、13樓、14樓及24樓

庇護層

天台

本發展項目屬未落成發展項目

- 由發展項目的認可人士提供該項目的預計關鍵日期為2021年3月31日。
- 預計關鍵日期,是受到買賣合約所允許的任何延期所規限的。
- 根據批地文件,進行該項買賣,需獲地政總署署長同意。為買賣合約的目的,在不局限任何其他可用以證明該項目落成的方法的原則下,地政總署署長發出的合格證明書或轉讓同意,即為該項目已落成或當作已落成(視屬何情況而定)的確證。

Information on vendor and others involved in the development

賣方及有參與發展項目的其他人的資料

Vendor

Urban Renewal Authority (as "Owner")
Rosy Page Limited (as "Person So Engaged")

Note:

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

Holding companies of the vendor Holding company of the Owner (Urban Renewal Authority)

Not Applicable

Holding companies of the Person So Engaged (Rosy Page Limited)

Rhineland Associates Ltd.
New World Development Company Limited

Authorized person for the Development

Ms. Chan Wan Ming

The firm or corporation of which an authorized person for the Development is a proprietor, director or employee in his or her professional capacity

P&T Architects and Engineers Limited

Building contractor for the Development

Hip Seng Builders Limited

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

Any 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 (Undertaking to be provided upon commencement of sale)

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

New World Finance Company Limited

賣方

市區重建局 (作為"擁有人")

Rosy Page Limited (作為"如此聘用的人")

備註:

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

賣方的控權公司

擁有人(市區重建局) 的控權公司

不適用

如此聘用的人(Rosy Page Limited) 的控權公司

Rhineland Associates Ltd. 新世界發展有限公司

發展項目的認可人士

陳韻明女士

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

巴馬丹拿建築及工程師有限公司

發展項目的承建商

協盛建造有限公司

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所

孖士打律師行

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構

香港上海滙豐銀行有限公司(於開售前提供承諾)

已為發展項目的建造提供貸款的任何其他人

新世界金融有限公司

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 | No 否 |
| (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 | No 否 |
| (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 賣方#或該項目的承建商屬個人,並屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人 | 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,而該賣方 [#] 或承建商 (或該賣方 [#] 的控權公司) 的董事或秘書屬上述律師事務所的經營人的家人 | No 否 |

Remarks:

備註:

A reference to vendor here is a reference to either Urban Renewal Authority (as "owner") or Rosy Page Limited (as "person so engaged").

- # 在此提述賣方即提述市區重建局 (作為擁有人) 或Rosy Page Limited (作為如此聘用的人)。
- * The building contractor for the Development, Hip Seng Builders Limited is an associate corporation of Rosy Page Limited (person so engaged) and also an associate corporation of each of the holding companies of Rosy Page Limited (person so engaged).
- * 發展項目承建商協盛建造有限公司屬Rosy Page Limited (如此聘用的人) 的有聯繫法團及屬每一間Rosy Page Limited (如此聘用的人) 之控權公司的有聯繫法團。

Relationship between parties involved in the development

有參與發展項目的各方的關係

| (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 富方#、富方#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 | No 否 |
|-----|---|-----------------------|
| (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 實方#、實方#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 | No 否 |
| (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# | No 否 |
| (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 實方#、實方#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 | No 否 |
| (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 實方#、實方#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 | No 否 |
| (p) | The vendor# or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor# or contractor or of a holding company of that vendor# | No 否 |
| (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 | No 否 |
| (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 | Yes* 是* |

Remarks:

備註

A reference to vendor here is a reference to either Urban Renewal Authority (as "owner") or Rosy Page Limited (as "person so engaged").

- # 在此提述賣方即提述市區重建局 (作為擁有人) 或Rosy Page Limited (作為如此聘用的人)。
- * The building contractor for the Development, Hip Seng Builders Limited is an associate corporation of Rosy Page Limited (person so engaged) and also an associate corporation of each of the holding companies of Rosy Page Limited (person so engaged).
- * 發展項目承建商協盛建造有限公司屬Rosy Page Limited (如此聘用的人) 的有聯繫法團及屬每一間Rosy Page Limited (如此聘用的人) 之控權公司的有聯繫法團。

Information on design of the development

發展項目的設計的資料

There will be non-structural prefabricated external walls forming part of the enclosing walls of the Development.

發展項目將會有構成圍封牆的一部分的非結構的預製外牆。

The range of thickness of the non-structural prefabricated external walls of the block is 150mm. 建築物的非結構的預製外牆的厚度範圍為150毫米。

| | of the Non-Structural Prefabricated of each Residential Property 每個住宅物業的非結構的預製外牆的總同 | | |
|--------------------------|---|---------------|--|
| | Description of Residential Property 物業的描述 | | |
| Floor 樓層 | Unit 單位 | sq.m (平方米) | |
| | Al | 0.588 | |
| | A2 | 0.233 | |
| | A3 | 0.244 | |
| 0.45.10.45 | A5 | - | |
| 8/F-12/F, 15/F-23/F & | A6 | - | |
| 25/F-31/F | A7 | 0.210 | |
| (21 Storeys) | A8 | - | |
| 8樓至12樓、 | B1 | 0.588 | |
| 15樓至23樓及 25樓至31樓 | B2 | 0.233 | |
| (21層) | В3 | 0.244 | |
| (~1/=) | B5 | - | |
| | В6 | - | |
| | В7 | 0.210 | |
| | B8 | - | |

Remark:

13/F, 14/F & 24/F are omitted.

備註:

不設13樓、14樓及24樓。

There will be curtain walls forming part of the enclosing walls of the Development. 發展項目將會有構成圍封牆的一部分的幕牆。

The range of thickness of the curtain walls of the building is 200mm. 建築物的幕牆的厚度範圍為200毫米。

| Total Area | of the Curtain Walls of each Reside 每個住宅物業的幕牆的總面積 | ential Property |
|--|--|-------------------|
| | Residential Property 業的描述 | Total Area 總面積 |
| Floor 樓層 | Unit 單位 | sq.m (平方米) |
| 8/F-12/F, | A1 A2 A3 A5 A6 | - - - - |
| 15/F-23/F & 25/F-31/F (21 Storeys) | A7 A8 | 0.911 |
| 8樓至12樓、 15樓至23樓及 25樓至31樓 | B1 B2 | - |
| (21層) | B3 | - |
| | B5 B6 | - |
| | В7 | 0.911 |
| | B8 | 1.096 |

Remark:

13/F, 14/F & 24/F are omitted.

備註:

不設13樓、14樓及24樓。

Information on property management

物業管理的資料

The ManagerNew World Property Management Company Limited will be appointed as the manager of the Development under the latest draft deed of mutual covenant in respect of the Development.

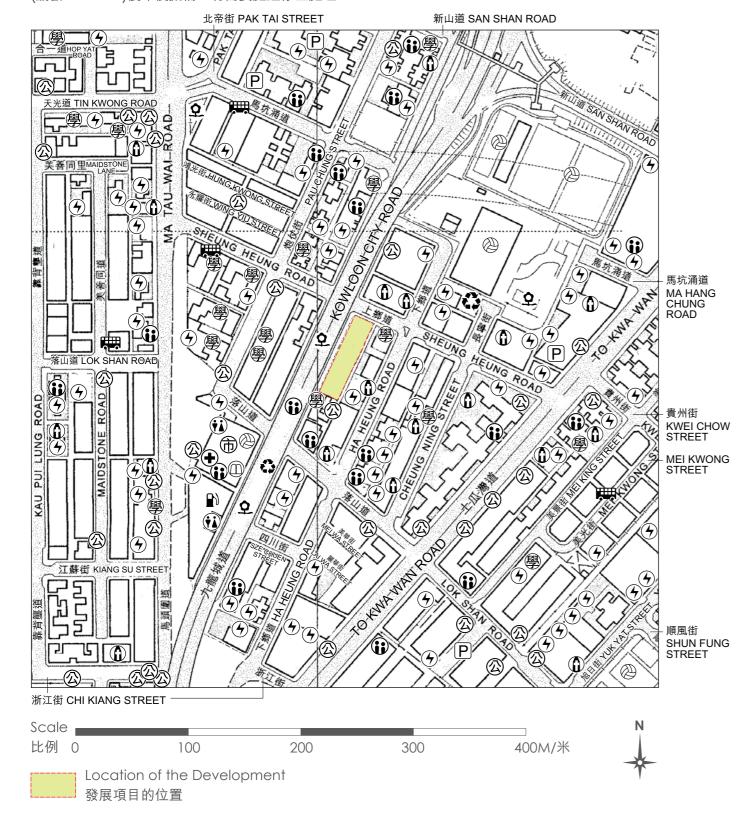
管理人

根據發展項目公契的最新擬稿,新世界物業管理有限公司將獲委任為發展項目的管理人。

Location plan of the development

發展項目的所在位置圖

The Location Plan is prepared based on a reproduction of Survey Sheet No.11-NE-C dated 21 February 2019 and No.11-NW-D dated 21 February 2019 with adjustments where necessary. 所在位置圖依據日期為2019年2月21日之測繪圖(編號11-NE-C)及2019年2月21日之測繪圖 (編號11-NW-D)複印後擬備,有需要處經修正處理。



Legend 圖例

- Library圖書館
- ▶ Petrol filling station 油站
- Power plant (including electricity sub-stations)
 發電廠 (包括電力分站)
- Clinic 診療所
- Refuse collection point 垃圾收集站
- Market (including a wet market and a wholesale market)市場 (包括濕貨市場及批發市場)
- P Public carpark (including a lorry park) 公眾停車場 (包括貨車停泊處)
- 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
- 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)
- ② Sports facilities (including a sports ground and a swimming pool)
 體育設施 (包括運動場及游泳池)
- Public park 公園

Remarks:

- 1. Due to technical reasons as a result of the irregular boundary of the Development, the Location Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.
- 2. The map reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR. Licence No. 69/2018.
- 3. 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.

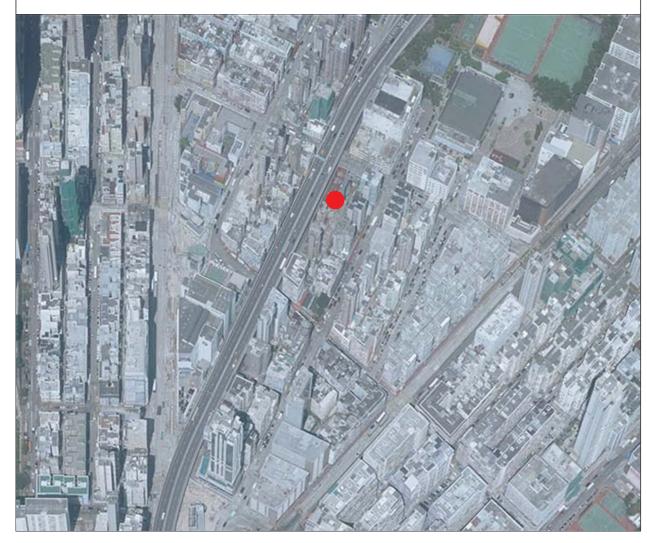
- 1. 因發展項目的不規則界線引致的技術原因,所在位置圖所顯示的範圍多於《一手住宅物業銷售條例》所要求。
- 2. 地圖版權屬香港特別行政區政府,經地政總署准許複印,版權特許編號69/2018。
- 賣方建議準買方到該發展地盤作實地考察,以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

Aerial photograph of the development

發展項目的鳥瞰照片

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, photo No. E046771C, dated 5 October 2018. 摘錄自地政總署測繪處於2018年10月5日在6,900呎飛行高度拍攝之鳥瞰照片,編號為E046771C。

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

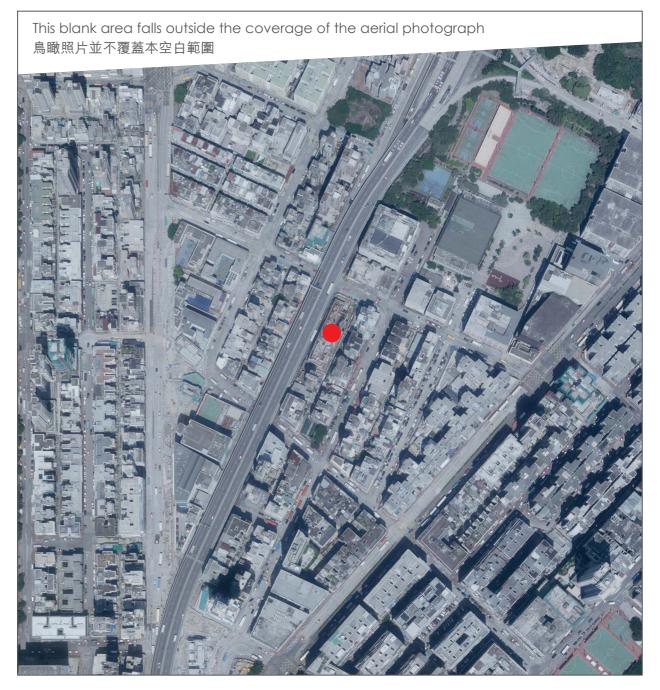


Location of the Development 發展項目的位置

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

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。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, photo No. E044469C, dated 11 September 2018. 摘錄自地政總署測繪處於2018年9月11日在6,900呎飛行高度拍攝之鳥瞰照片,編號為E044469C。



Remarks:

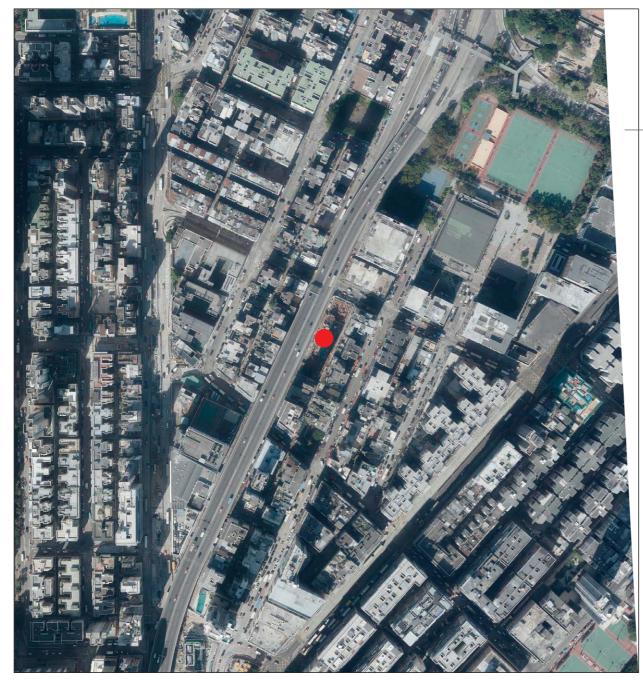
- 1. The aerial photographs are available for free inspection during normal office hours at the sales office.
- 2. Due to technical reasons as a result of the irregular boundary of the Development, the aerial photographs have shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

- 1. 該等鳥瞰照片存於售樓處,於正常辦公時間內供免費查閱。
- 2. 因發展項目的不規則界線引致的技術原因,鳥瞰照片所顯示的範圍多於《一手住宅物業銷售條例》所要求。

Aerial photograph of the development

發展項目的鳥瞰照片

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,000 feet, photo No. E030949C, dated 27 December 2017. 摘錄自地政總署測繪處於2017年12月27日在6,000呎飛行高度拍攝之鳥瞰照片,編號為E030949C。



This blank area falls outside the coverage of the aerial photograph 鳥瞰照片並 不覆蓋本空 白範圍

Location of the Development 發展項目的位置

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

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。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,000 feet, photo No. E030950C, dated 27 December 2017. 摘錄自地政總署測繪處於2017年12月27日在6,000呎飛行高度拍攝之鳥瞰照片,編號為E030950C。



Remarks:

- 1. The aerial photographs are available for free inspection during normal office hours at the sales
- 2. Due to technical reasons as a result of the irregular boundary of the Development, the aerial photographs have shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

- 1. 該等鳥瞰照片存於售樓處,於正常辦公時間內供免費查閱。
- 2. 因發展項目的不規則界線引致的技術原因,鳥瞰照片所顯示的範圍多於《一手住宅物業銷售條例》所要求。

關乎發展項目的分區計劃大綱圖等

發展項目的位置

Part of the approved Ma Tau Kok Outline Zoning Plan with plan No. S/K10/24 gazetted on 18 January 2019. 摘錄自2019年1月18日憲報公布之馬頭角分區計劃大綱核准圖,圖則編號為S/K10/24。



Notation 圖例

Zones 地帶

c Commercial 商業

CDA Comprehensive Development Area 綜合發展區

R(A) Residential (Group A) 住宅 (甲類)

R(B) Residential (Group B) 住宅 (乙類)

R(E) Residential (Group E) 住宅 (戊類)

G/IC Government, Institution or Community 政府、機構或社區

Open Space 休憩用地

OU Other Specified Uses 其他指定用途

Communications 交通

二二[事法] Railway and Station (underground)

鐵路及車站 (地下)

———— Major Road and Junction

主要道路及路口

=== Elevated Road 高架道路

Miscellaneous 其他

→ → Boundary of Planning Scheme 規劃範圍界線

---- Building Height Control Zone Boundary 建築物高度管制區界線

100

Maximum Building Height (in metres above Principal Datum) 最高建築物高度 (在主水平基準上若干米)

Maximum Building Height (in number of storeys) 最高建築物高度 (樓層數目)

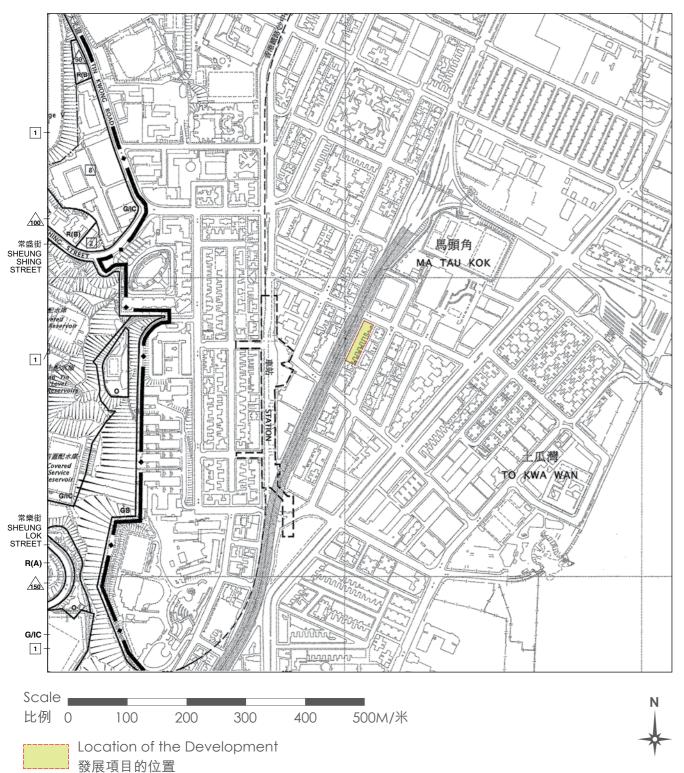
Remarks

- 1. The last updated version of the Outline Zoning Plan and the attached schedule as of the date of printing of the sales brochure are available for free inspection during normal office hours at the sales office.
- 2. The map, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR.
- 3. 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.
- 4. Due to technical reasons as a result of the irregular boundary of the Development, the Outline Zoning Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

- 1. 在印製售樓説明書當日適用的最近更新版本分區計劃大綱圖及其附表存於售樓處,於正常辦公時間內供免費 查閱。
- 2. 地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。
- 3. 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。
- 1. 因發展項目的不規則界線引致的技術原因,分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》所要求。

關乎發展項目的分區計劃大綱圖等

Part of the approved Ho Man Tin Outline Zoning Plan with plan No. S/K7/24 gazetted on 18 September 2015. 摘錄自2015年9月18日憲報公布之何文田分區計劃大綱核准圖,圖則編號為S/K7/24。



Notation 圖例

Zones 地帶 R(B) Residential (Group B) 住宅 (乙類) **G/IC** Government, Institution or Community 政府、機構或社區 Open Space 休憩用地 (in metres above Principal Datum)

Communications 交通

GB Green Belt 綠化地帶

| — 車站 — — — — station — — | Railway and Station (underground) 鐵路及車站 (地下) |
|-----------------------------|---|
| | Major Road and Junction 主要道路及路口 |
| | Flevated Road 高架道路 |

Miscellaneous 其他

Boundary of Planning Scheme 規劃範圍界線 ---- Building Height Control Zone Boundary 建築物高度管制區界線 Maximum Building Height

最高建築物高度(在主水平基準上若干米)

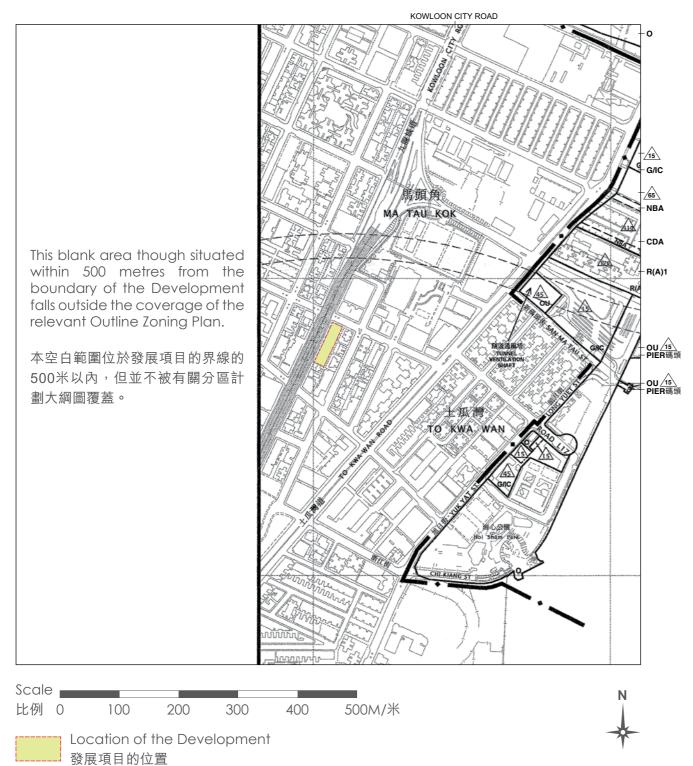
8 Maximum Building Height (in number of storeys) 最高建築物高度(樓層數目)

- 1. The last updated version of the Outline Zoning Plan and the attached schedule as of the date of printing of the sales brochure are available for free inspection during normal office hours at the sales office.
- 2. The map, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR.
- 3. 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.
- 4. Due to technical reasons as a result of the irregular boundary of the Development, the Outline Zoning Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

- 1. 在印製售樓説明書當日適用的最近更新版本分區計劃大綱圖及其附表存於售樓處,於正常辦公時間內供免費 查閱。
- 2. 地圖為規劃署遵照城市規劃委員會指示擬備,版權屬香港特別行政區政府,經地政總署准許複印。
- 賣方建議準買方到該發展地盤作實地考察,以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
- 4. 因發展項目的不規則界線引致的技術原因,分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》所 要求。

關乎發展項目的分區計劃大綱圖等

Part of the approved Kai Tak Outline Zoning Plan with plan No. S/K22/6 gazetted on 25 May 2018. 摘錄自2018年5月25日憲報公布之啓德分區計劃大綱核准圖,圖則編號為S/K22/6。



Notation 圖例

Zones 地帶

CDA Comprehensive Development Area 綜合發展區

R(A) Residential (Group A) 住宅 (甲類)

G/IC Government, Institution or Community 政府、機構或社區

o Open Space 休憩用地

OU Other Specified Uses 其他指定用途

Communications 交通

———|—— Major Road and Junction 主要道路及路口

______ Elevated Road 高架道路

Miscellaneous 其他

→ → Boundary of Planning Scheme 規劃範圍界線

———— Building Height Control Zone Boundary 建築物高度管制區界線

100

Maximum Building Height (in metres above Principal Datum) 最高建築物高度 (在主水平基準上若干米)

[_ NBA _] Non-building Area 非建築用地

Remarks

- 1. The last updated version of the Outline Zoning Plan and the attached schedule as of the date of printing of the sales brochure are available for free inspection during normal office hours at the sales office.
- 2. The map, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR.
- 3. 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.
- 4. Due to technical reasons as a result of the irregular boundary of the Development, the Outline Zoning Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

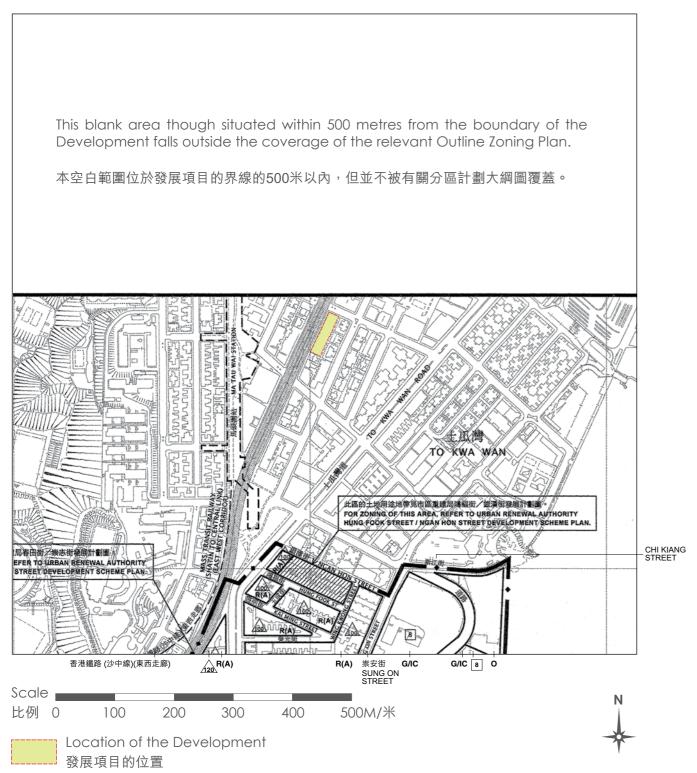
備註:

- 1. 在印製售樓説明書當日適用的最近更新版本分區計劃大綱圖及其附表存於售樓處,於正常辦公時間內供免費 查閱。
- 2. 地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。
- 3. 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。
- 4. 因發展項目的不規則界線引致的技術原因,分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》所要求。

21

關乎發展項目的分區計劃大綱圖等

Part of the approved Hung Hom Outline Zoning Plan with plan No. S/K9/26 gazetted on 10 November 2017. 摘錄自2017年11月10日憲報公布之紅磡分區計劃大綱核准圖,圖則編號為S/K9/26。



Notation 圖例

Zones 地帶

R(A) Residential (Group A) 住宅 (甲類)

G/IC Government, Institution or Community 政府、機構或社區

Open Space 休憩用地

Communications 交通

Railway and Station (underground) 鐵路及車站 (地下)

——|— Major Road and Junction

主要道路及路口

Elevated Road 高架道路

Miscellaneous 其他

→ ◆ Boundary of Planning Scheme 規劃範圍界線

Urban Renewal Authority Development Scheme Plan Area 市區重建局發展計劃圖範圍

100

Maximum Building Height (in metres above Principal Datum) 最高建築物高度 (在主水平基準上若干米)

Maximum Building Height (in number of storeys) 最高建築物高度 (樓層數目)

Remarks:

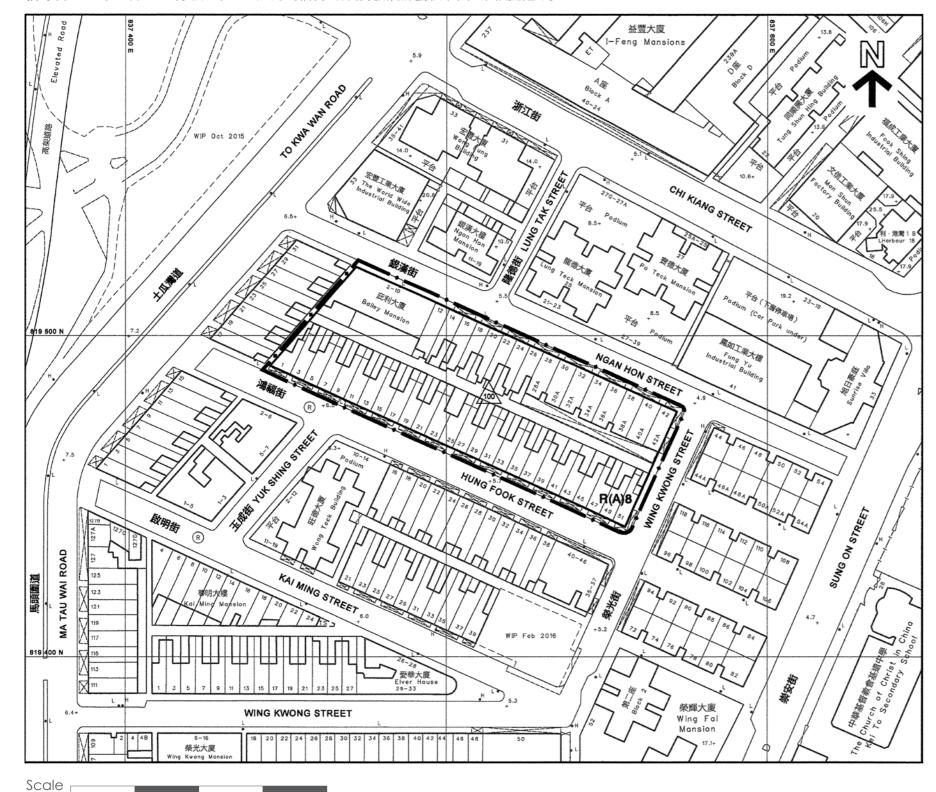
- 1. According to the press release from MTR Corporation Limited titled "Double Celebration for Shatin to Central Link Topping Out and New Names Announced for Two Stations in Kowloon City" dated 27 November 2017, Ma Tau Wai Station (as shown on the approved Hung Hom Outline Zoning Plan) has been renamed as To Kwa Wan Station.
- 2. The last updated version of the Outline Zoning Plan and the attached schedule as of the date of printing of the sales brochure are available for free inspection during normal office hours at the sales office.
- 3. The map, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR.
- 4. 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.
- 5. Due to technical reasons as a result of the irregular boundary of the Development, the Outline Zoning Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

- 1. 根據香港鐵路有限公司於2017年11月27日發出名為《沙中綫好事成雙九龍城段兩個車站九龍城段兩個車站 同時平頂及落實站名》的新聞稿,馬頭圍站(即在紅磡分區計劃大綱核准圖上所示者)已改名為土瓜灣站。
- 2. 在印製售樓說明書當日適用的最近更新版本分區計劃大綱圖及其附表存於售樓處,於正常辦公時間內供免費查閱。
- 3. 地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。
- 4. 賣方建議準買方到該發展地盤作實地考察,以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
- 因發展項目的不規則界線引致的技術原因,分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》所要求。

關乎發展項目的分區計劃大綱圖等

比例 O

Part of the approved Urban Renewal Authority Hung Fook Street / Ngan Hon Street Development Scheme Plan with plan No. S/K9/URA2/2 gazetted on 10 November 2017. 摘錄自2017年11月10日刊憲之市區重建局鴻福街/銀漢街發展計劃核准圖,圖則編號為S/K9/URA2/2。



80M/米

Notation 圖例

-- • --

Boundary of Development Scheme 發展計劃範圍界線

R(A)8

Residential (Group A) 8 住宅 (甲類) 8

100

Maximum Building Height (in metres above Principal Datum) 最高建築物高度 (在主水平基準上若干米)

Remarks

- 1. For location of the Development, please refer to the approved Ma Tau Kok Outline Zoning Plan No. S/K10/24 shown in this section.
- 2. The map is reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR.
- 3. 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.

- 1. 關於發展項目的位置,請參閱載於本章節的摘錄自馬頭角分區計劃大綱核准圖編號S/K10/24。
- 2. 地圖版權屬香港特別行政區政府,經地政總署准許複印。
- 3. 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。

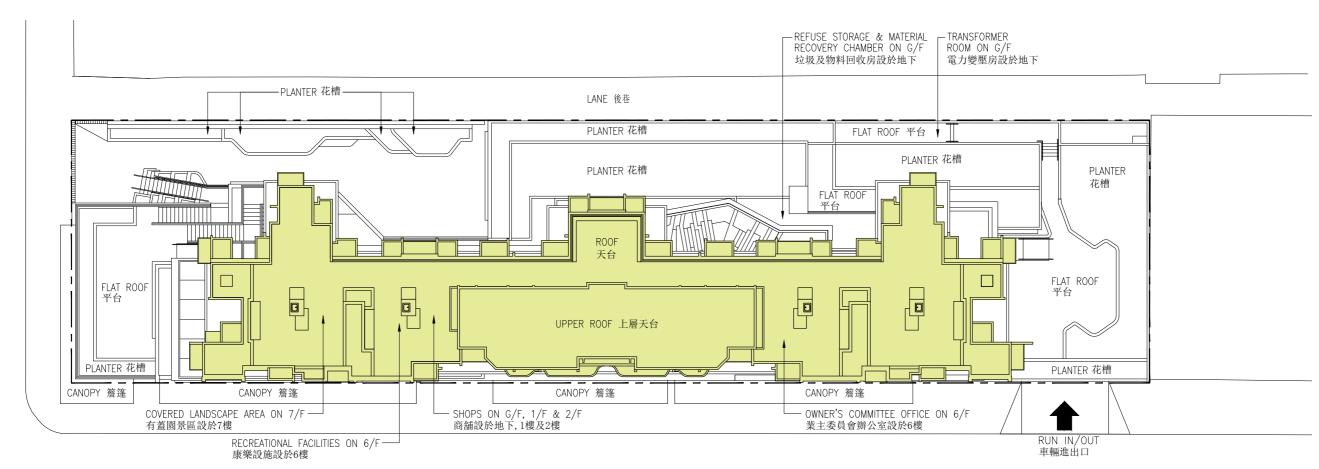
Layout plan of the development

發展項目的布局圖

The estimated date of completion of the building and facilities, as provided by the Authorized Person for the Development, is 31 July 2020. 由發展項目的認可人士提供的建築物及設施的預計落成日期為2020年7月31日。



IEUNG HEUNG ROAD 上銀7番



KOWLOON CITY ROAD 九龍城道 EAST KOWLOON CORRIDOR 東九龍走廊(ELEVATED ROAD 高架路)

____ _ Boundary Line of the Development 發展項目的界線



發展項目的住宅物業的樓面平面圖

Remarks applicable to the floor plans in this section:

- 1. There are architectural features, aluminium cladding, metal grilles and/or exposed pipes on the external walls of some of the floors. For details, please refer to the latest approved building plans and/or approved drainage plans and/or other relevant plans.
- 2. Common pipes exposed and /or enclosed in cladding are located at/adjacent to the balcony and/or external wall of some residential properties and/or some of the flat roofs and/or air-conditioner platform of the Development. For details, please refer to the latest approved building plans and/or approved drainage plans and/or other relevant plans.
- 3. There are sunken slabs for mechanical and electrical services and/or ceiling/bulkheads for the air-conditioning fittings and/or mechanical and electrical services at some residential properties.
- 4. There are exposed pipes installed in some bathrooms.
- 5. Balconies, enhanced acoustic balconies, utility platforms and maintenance utility platforms are non-enclosed areas.
- 6. Symbols of fittings and fitments such as sink, water closet, shower area, sink counter and stove etc. in the floor plans are prepared based on the latest approved building plans and are for general indication only.
- 7. The floor-to-floor height of each residential property refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its intermediate upper floor.

適用於本節之樓面平面圖之備註:

- 1. 部分樓層外牆範圍設有建築裝飾、鋁覆蓋板、金屬格柵及/或外露喉管,詳細資料請參考最新經批准的建築 圖則及/或經批准的排水設施圖則及/或其他相關圖則。
- 2. 部分住宅物業的露台及/或外牆及/或發展項目的部份平台及/或空調機平台上/附近設有外露及/或外牆覆蓋板 內藏之公用喉管,詳細資料請參考最新經批准的建築圖則及/或經批准的排水設施圖則及/或其他相關圖則。
- 3. 部分住宅物業有用以安裝機電設備的跌級樓板及/或用以裝置空調裝備及/或其他機電設備的天花板/裝飾橫樑。
- 4. 部分浴室內裝有外露喉管。
- 5. 露台、強效減音露台、工作平台及維修用工作平台為不可封閉的地方。
- 6. 樓面平面圖上的裝置符號,如洗滌盆、坐廁、淋浴間、洗滌盆櫃及煮食爐等乃按最新的經批准的建築圖則繪製,只作一般示意用途。
- 7. 每個住宅物業的層與層之間的高度指該樓層之石屎地台與上一層石屎地台面之高度距離。

Legend for floor plans of residential properties in the Development 發展項目的住宅物業的樓面平面圖圖例

AC = Aluminium Cladding 鋁覆蓋板

ACOUSTIC FIN = 隔音鰭

ACOUSTIC WINDOW (TOP-HUNG TYPE) = 減音窗(上懸式)

A/C = Air-Conditioner Platform 空調機平台

AF = Architectural Feature 建築裝飾

B = Bathroom 浴室

BAL = Balcony 露台

BR = Bedroom 睡房

CFR = Common Flat Roof 公用平台

CW = Curtain Wall 幕牆

D = Down 下

EMR = Electrical Meter Room 電錶房

ENHANCED ACOUSTIC BALCONY = 強效減音露台

HR = Hose Reel 消防喉轆

LIFT = 升降機

LIFT LOBBY = 升降機大堂

LIV/DIN = Living/Dining Room 客/飯廳

MAINTENANCE UP = Maintenance Utility Platform 維修用工作平台

MBR = Master Bedroom 主人睡房

OPEN KIT = Open Kitchen 開放式廚房

PD = Pipe Duct 管道槽

PLANTER = 花槽

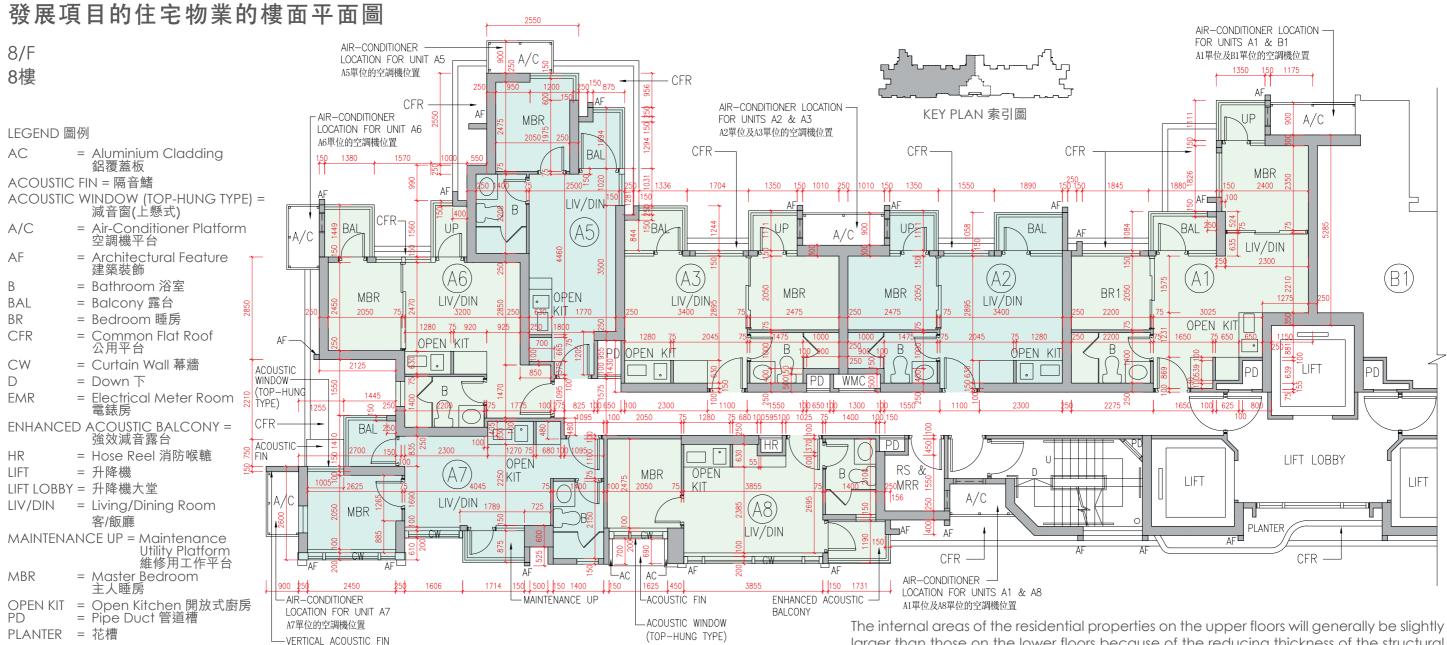
RS & MRR = Refuse Storage & Material Recovery Room 垃圾及物料回收室

U=Up上

UP = Utility Platform 工作平台

VERTICAL ACOUSTIC FIN = 豎立隔音鰭

WMC = Water Meter Cabinet 水錶箱



| Description 描述 | Unit 單位 | | | | | | | |
|--|----------------------------------|---|----|-------|----|----------------------------------|----------------------------------|--|
| Description 抽処 | A1 | A2 | А3 | A5 | A6 | A7 | A8 | |
| Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (m) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(米) | 2.900 3.150 3.225 3.575 | 2.850 3.150 3.200 3.250 3.550 | | 3.150 | | 3.150 3.200 3.250 3.450 | 2.850 3.150 3.200 3.500 | |
| Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 厚度(毫米) | 150, 175 | | | 150 | | | 150 175 | |

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. (This statement does not apply to the residential properties in the Development because the design of the Development is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積 稍大。(不適用於發展項目內的住宅物業,因為發展項目的設計是較高樓層的住宅物業的結構牆的 厚度遞減不會增加該等住宅物業的內部面積。)

Remarks:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
- 3. Aluminium cladding (being one of the noise mitigation measures Sound Absorption Material) will be installed at the enhanced acoustic balcony of each Units A8 and B8 on 8/F. Please refer to "the Fittings, Finishes and Appliances" and "the Relevant Information" section(s) in this sales brochure for details.

備註:

- 1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
- 2. 有關紓緩噪音措施之詳情,請參閱本售樓説明書的有關資料章節。
- 3. 8樓各A8及B8單位的強效減音露台將設有鋁覆蓋板(作為紓緩噪音措施之一-吸音物料),詳 情請參閱本售樓説明書的「裝置、裝修物料及設備|和「有關資料|章節。

U

WMC

RS & MRR = Refuse Storage &

= Up上

Material Recovery Room

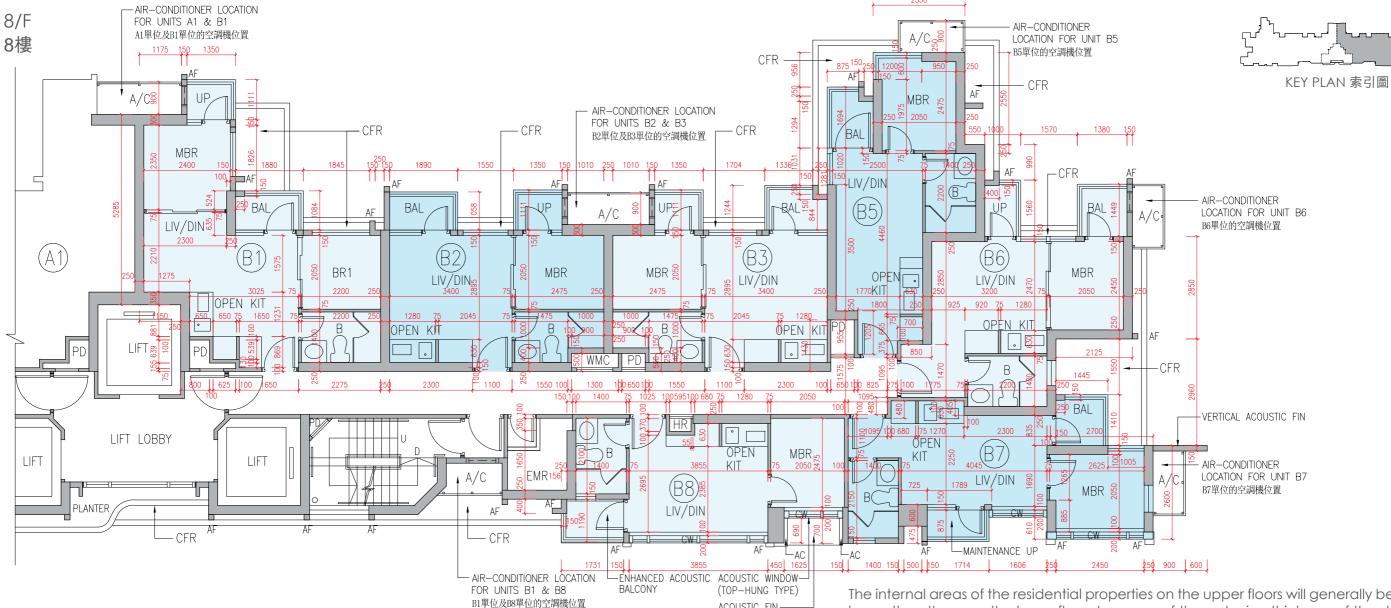
= Water Meter Cabinet 水錶箱

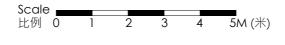
垃圾及物料回收室

VERTICAL ACOUSTIC FIN = 豎立隔音鰭

= Utility Platform 工作平台

發展項目的住宅物業的樓面平面圖







ACOUSTIC FIN-

| Description 描述 | Unit 單位 | | | | | | | |
|--|-------------------------|---|-----|-------|----|----------------------------------|----------------------------------|--|
| Description 抽処 | B1 | B2 | В3 | B5 | В6 | В7 | B8 | |
| Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (m) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(米) | 3.150 3.225 3.575 | 2.850 3.150 3.200 3.250 3.550 | | 3.150 | | 3.150 3.200 3.250 3.450 | 2.850 3.150 3.200 3.500 | |
| Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 厚度(毫米) | 150, 175 | | 150 | | | 150 175 | | |

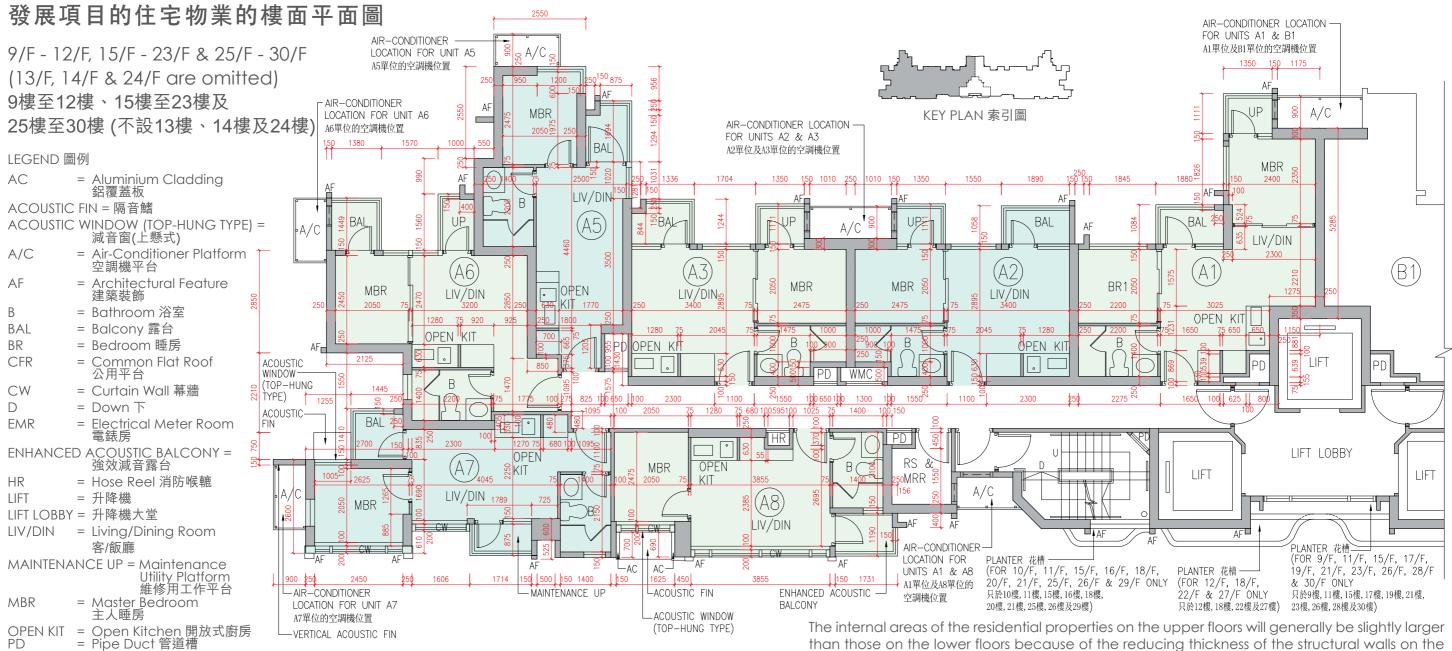
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This statement does not apply to the residential properties in the Development because the design of the Development is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積 稍大。(不適用於發展項目內的住宅物業,因為發展項目的設計是較高樓層的住宅物業的結構牆的 厚度遞減不會增加該等住宅物業的內部面積。)

Remarks:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
- 3. Aluminium cladding (being one of the noise mitigation measures Sound Absorption Material) will be installed at the enhanced acoustic balcony of each Units A8 and B8 on 8/F. Please refer to "the Fittings, Finishes and Appliances" and "the Relevant Information" section(s) in this sales brochure for details.

- 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
- 有關紓緩噪音措施之詳情,請參閱本售樓説明書的有關資料章節。
- 8樓各A8及B8單位的強效減音露台將設有鋁覆蓋板(作為紓緩噪音措施之一-吸音物料),詳 情請參閱本售樓説明書的「裝置、裝修物料及設備」和「有關資料」章節。



| Description 描述 | Unit 單位 | | | | | | | |
|--|----------|----|----|-----|----|------------|----|--|
| Description 抽処 | A1 | A2 | А3 | A5 | A6 | A7 | A8 | |
| Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (m) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(米) | 3.150 | | | | | | | |
| Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 厚度(毫米) | 150, 175 | | | 150 | | 150 175 | | |

than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This statement does not apply to the residential properties in the Development because the design of the Development is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 (不適用於發展項目內的住宅物業,因為發展項目的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業的內部面積。)

Remarks:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
- 3. Aluminium cladding (being one of the noise mitigation measures Sound Absorption Material) will be installed at the enhanced acoustic balcony of each Units A8 and B8 on 9/F-12/F, 15/F-23/F and 25/F-30/F. Please refer to "the Fittings, Finishes and Appliances" and "the Relevant Information" section(s) in this sales brochure for details.

備註:

- 1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
- 2. 有關紓緩噪音措施之詳情,請參閱本售樓説明書的有關資料章節。
- 3. 9樓至12樓、15樓至23樓及25樓至30樓各A8及B8單位的強效減音露台將設有鋁覆蓋板(作為紓緩噪音措施之一-吸音物料),詳情請參閱本售樓説明書的「裝置、裝修物料及設備」和「有關資料」章節。

PLANTER = 花槽

U

UP

RS & MRR = Refuse Storage &

= Up上

Material Recovery Room

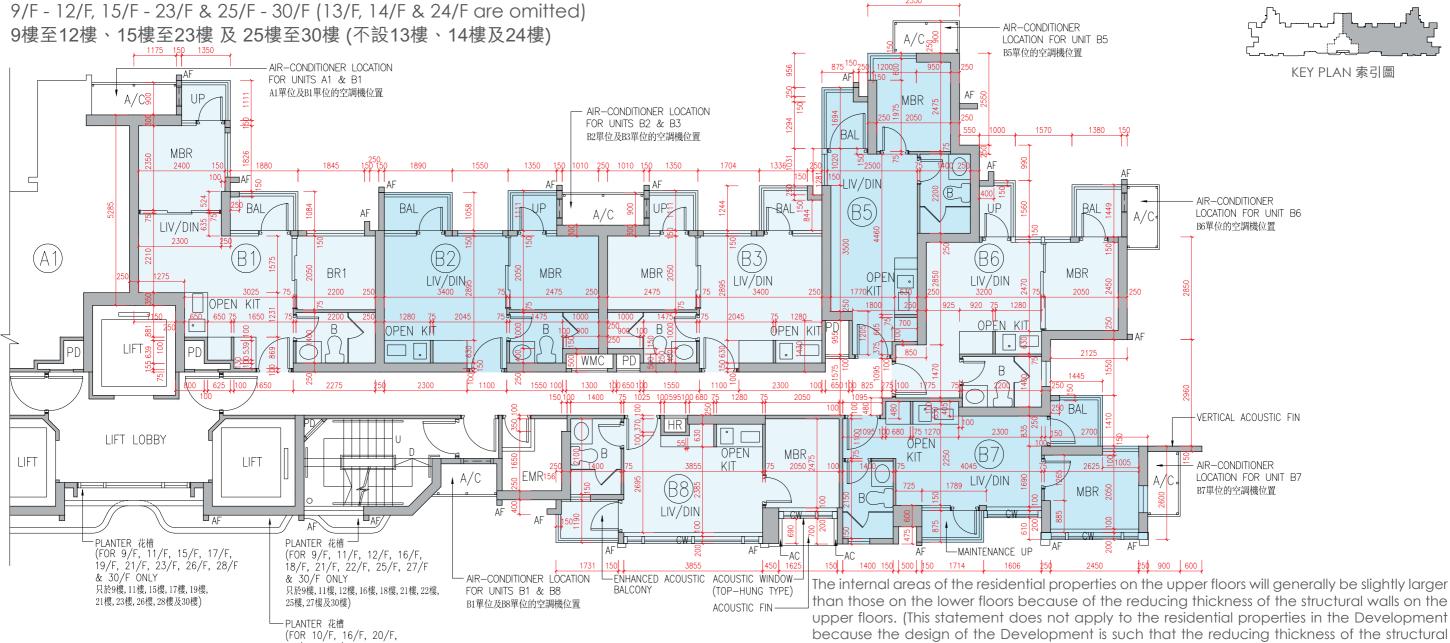
= Water Meter Cabinet 水錶箱

垃圾及物料回收室

VERTICAL ACOUSTIC FIN = 豎立隔音鰭

= Utility Platform 工作平台

發展項目的住宅物業的樓面平面圖



| Description 描述 | Unit 單位 | | | | | | | |
|--|----------|----|-----|----|----|------------|----|--|
| Description 抽処 | B1 | B2 | В3 | B5 | В6 | В7 | B8 | |
| Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (m) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(米) | 3.150 | | | | | | | |
| Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 厚度(毫米) | 150, 175 | | 150 | | | 150 175 | | |

25/F & 29/F ONLY

只於10樓,16樓,20樓,25樓及29樓)

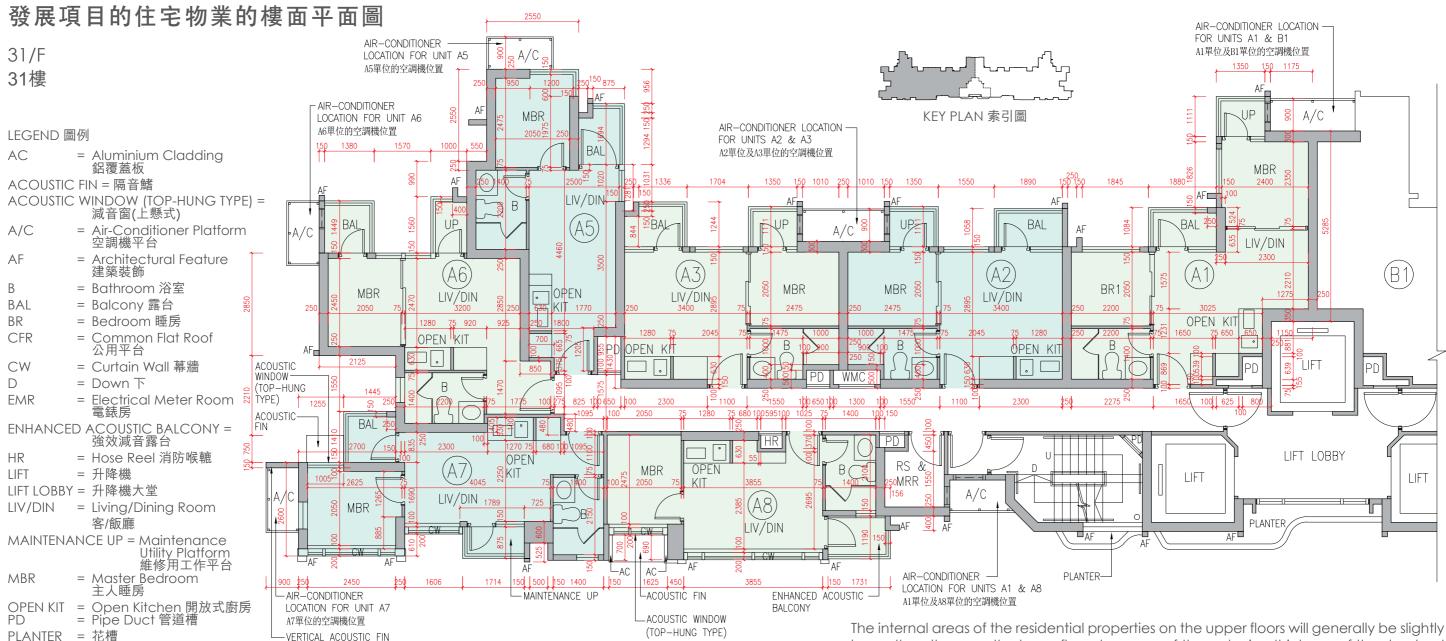
than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This statement does not apply to the residential properties in the Development because the design of the Development is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 (不適用於發展項目內的住宅物業,因為發展項目的設計是較高樓層的住宅物業的結構牆的厚度遞減不會 增加該等住宅物業的內部面積。)

Remarks:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
- 3. Aluminium cladding (being one of the noise mitigation measures Sound Absorption Material) will be installed at the enhanced acoustic balcony of each Units A8 and B8 on 9/F-12/F, 15/F-23/F and 25/F-30/F. Please refer to "the Fittings, Finishes and Appliances" and "the Relevant Information" section(s) in this sales brochure for details.

- 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
- 有關紓緩噪音措施之詳情,請參閱本售樓説明書的有關資料章節。
- 9樓至12樓、15樓至23樓及25樓至30樓各A8及B8單位的強效減音露台將設有鋁覆蓋板(作為紓緩噪音 措施之一-吸音物料),詳情請參閱本售樓説明書的「裝置、裝修物料及設備」和「有關資料」章節。 29



2 3 4 5M(米)

| D +++++ | | | l | | | | |
|--|--|---|------------|-------------------|---|-------------------|-------------------------------|
| Description 描述 | A1 | A2 | А3 | A5 | A6 | A7 | A8 |
| Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (m) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(米) | 3.150 3.175 3.475 3.575 3.775 3.825 | 3.175 3.175 3.175 3.175 3.175 3.175 3.175 3.275 | | | 3.150 3.175 3.200 3.275 3.525 | 3.1 3.2 3.4 | 50 75 275 475 525 |
| Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 厚度(毫米) | | 150 | 150 175 | 150 175 200 | | | |

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. (This statement does not apply to the residential properties in the Development because the design of the Development is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。(不適用於發展項目內的住宅物業,因為發展項目的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業的內部面積。)

Remarks:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
- 3. Aluminium cladding (being one of the noise mitigation measures Sound Absorption Material) will be installed at the enhanced acoustic balcony of each Units A8 and B8 on 31/F. Please refer to "the Fittings, Finishes and Appliances" and "the Relevant Information" section(s) in this sales brochure for details.

備註:

- 1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
- 2. 有關紓緩噪音措施之詳情,請參閱本售樓説明書的有關資料章節。
- 3. 31樓各A8及B8單位的強效減音露台將設有鋁覆蓋板(作為紓緩噪音措施之一-吸音物料),詳 情請參閱本售樓説明書的「裝置、裝修物料及設備|和「有關資料|章節。

U

UP

WMC

RS & MRR = Refuse Storage &

= Up上

Material Recovery Room

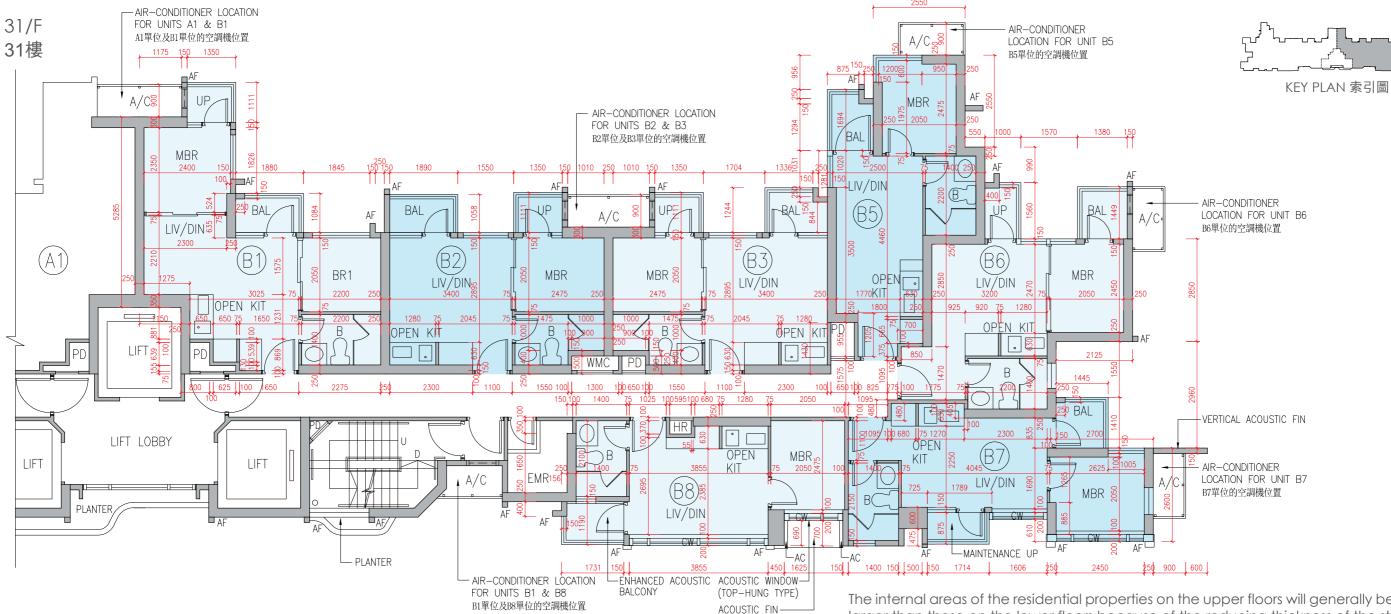
= Water Meter Cabinet 水錶箱

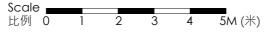
垃圾及物料回收室

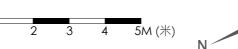
VERTICAL ACOUSTIC FIN = 豎立隔音鰭

= Utility Platform 工作平台

發展項目的住宅物業的樓面平面圖







| Description 描述 | Unit 單位 | | | | | | | | |
|--|--|---|------------|---------------------------------|------------------|----|----|--|--|
| Description 抽処 | B1 | B2 | В3 | B5 | В6 | В7 | B8 | | |
| Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (m) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(米) | 3.150 3.175 3.475 3.575 3.775 3.825 | 3.150 3.175 3.175 3.275 3.175 3.275 3.175 3.175 3.175 3.175 3.175 3.175 3.200 3.175 3.275 | | 3.1 3.1 3.2 3.4 3.5 | 75 275 175 | | | | |
| Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 厚度(毫米) | | 150 | 150 175 | 150 175 200 | | | | | |

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. (This statement does not apply to the residential properties in the Development because the design of the Development is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)

因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積 稍大。(不適用於發展項目內的住宅物業,因為發展項目的設計是較高樓層的住宅物業的結構牆的 厚度遞減不會增加該等住宅物業的內部面積。)

Remarks:

- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
- 2. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
- 3. Aluminium cladding (being one of the noise mitigation measures Sound Absorption Material) will be installed at the enhanced acoustic balcony of each Units A8 and B8 on 31/F. Please refer to "the Fittings, Finishes and Appliances" and "the Relevant Information" section(s) in this sales brochure for details.

- 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
- 有關紓緩噪音措施之詳情,請參閱本售樓説明書的有關資料章節。
- 31樓各A8及B8單位的強效減音露台將設有鋁覆蓋板(作為紓緩噪音措施之一-吸音物料),詳 情請參閱本售樓説明書的「裝置、裝修物料及設備」和「有關資料」章節。

Area of residential properties in the development

發展項目中的住宅物業的面積

| Description of Residential Property 物業的描述 | | | Saleable Area (including balcony, utility platform and | Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) | | | | | | | | | |
|--|---|------------|---|---|---------------------|----------------|-----------------|--------------|-------------------------|------------|-----------------|---------------|------------|
| Block Name 大廈名稱 | Floor 樓層 | Unit 單位 | 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 |
| ARTISAN GARDEN 瑧尚 | 8/F-12/F, 15/F-23/F & 25/F-31/F 8樓至12樓、 15樓至23樓及 25樓至31樓 | A1 | 35.865 (386) 露台 Balcony : 2.038 (22) 工作平台 Utility Platform : 1.644 (18) 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |
| | | A2 | 27.818 (299) 露台 Balcony : 2.158 (23) 工作平台 Utility Platform : 1.644 (18) 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |
| | | А3 | 27.844 (300) 露台 Balcony : 2.221 (24) 工作平台 Utility Platform : 1.644 (18) 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |
| | | A5 | 27.279 (294) 露台 Balcony : 2.097 (23) 工作平台 Utility Platform : () 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |
| | | A6 | 28.193 (303) 露台 Balcony : 2.217 (24) 工作平台 Utility Platform : 1.755 (19) 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |
| | | A7 | 29.674 (319) 露台 Balcony : 2.094 (23) 工作平台 Utility Platform : 1.564 (17) 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |
| | | A8 | 26.282 (283) 露台 Balcony : 2.090 (22) 工作平台 Utility Platform : () 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |

- 1. The saleable area of the residential property is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The floor area of every one of the balcony, utility platform and verandah, if any, to the extent that it forms part of the residential property is 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 :

- 1. 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 integer.
- 2. 13/F, 14/F and 24/F are omitted.

- 1. 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 2. 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 3. 其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. 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。
- 2. 不設13樓、14樓及24樓。

Area of residential properties in the development

發展項目中的住宅物業的面積

| Description of Residential Property 物業的描述 | | | Saleable Area (including balcony, utility platform and | Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) | | | | | | | | | |
|--|---|------------|---|---|---------------------|----------------|-----------------|--------------|-------------------------|------------|-----------------|---------------|------------|
| Block Name 大廈名稱 | Floor 樓層 | Unit 單位 | 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 |
| ARTISAN GARDEN 瑧尚 | 8/F-12/F, 15/F-23/F & 25/F-31/F 8樓至12樓、 15樓至23樓及 25樓至31樓 | В1 | 35.865 (386) 露台 Balcony : 2.038 (22) 工作平台 Utility Platform : 1.644 (18) 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |
| | | В2 | 27.818 (299) 露台 Balcony : 2.158 (23) 工作平台 Utility Platform : 1.644 (18) 陽台 Verandah : () | - | 1 | - | - | - | 1 | - | - | 1 | - |
| | | В3 | 27.844 (300) 露台 Balcony : 2.221 (24) 工作平台 Utility Platform : 1.644 (18) 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |
| | | В5 | 27.279 (294) 露台 Balcony : 2.097 (23) 工作平台 Utility Platform : () 陽台 Verandah : () | - | - | - | - | - | - | - | - | 1 | - |
| | | В6 | 28.193 (303) 露台 Balcony : 2.217 (24) 工作平台 Utility Platform : 1.755 (19) 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |
| | | В7 | 29.674 (319) 露台 Balcony : 2.094 (23) 工作平台 Utility Platform : 1.564 (17) 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |
| | | В8 | 26.282 (283) 露台 Balcony : 2.090 (22) 工作平台 Utility Platform : () 陽台 Verandah : () | - | - | - | - | - | - | - | - | - | - |

- 1. The saleable area of the residential property is calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The floor area of every one of the balcony, utility platform and verandah, if any, to the extent that it forms part of the residential property is 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

- 1. 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 integer.
- 2. 13/F, 14/F and 24/F are omitted.

- 1. 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 2. 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 3. 其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。

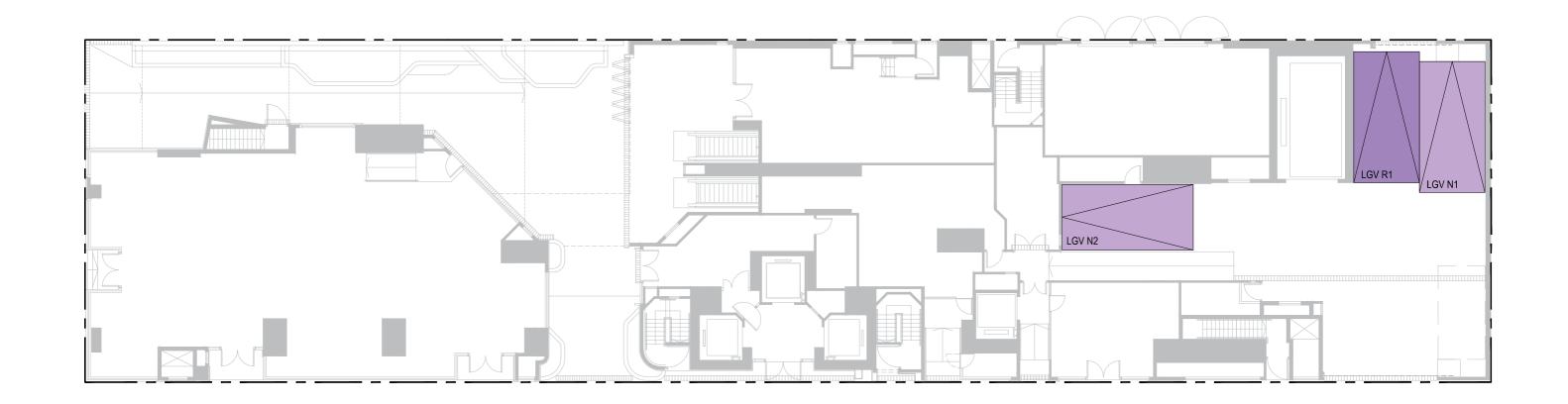
- 1. 以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算,並以四捨五入至整數。
- 2. 不設13樓、14樓及24樓。

Floor plans of parking spaces in the development

發展項目中的停車位的樓面平面圖

G/F 地下







Loading and unloading space 上落貨停車位

Commercial 商業

Loading and unloading space 上落貨停車位

___ Boundary Line of the Development 發展項目的界線

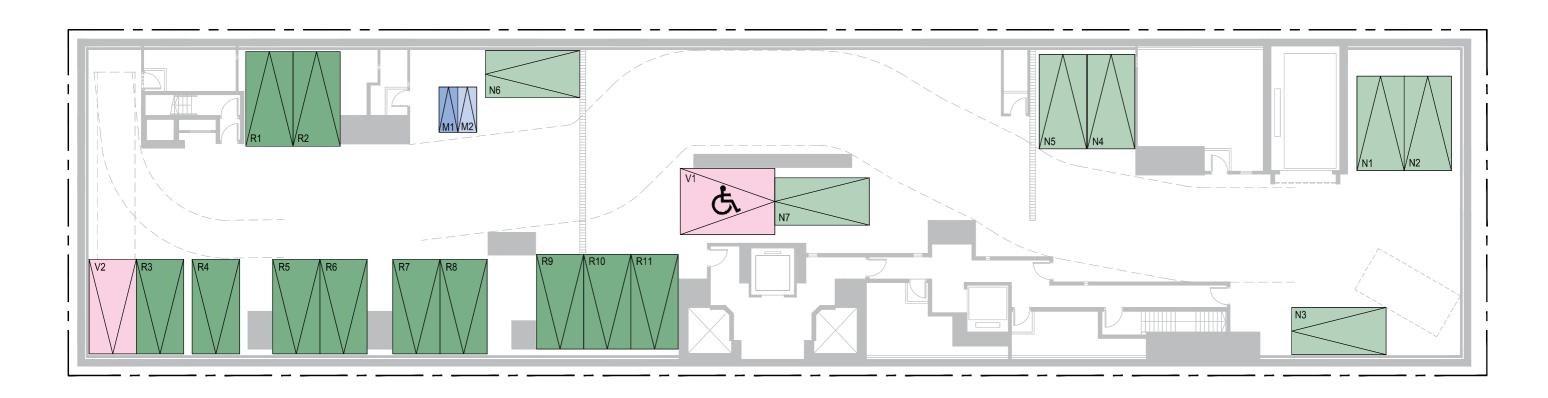


Floor plans of parking spaces in the development

發展項目中的停車位的樓面平面圖

B/F 地庫







Floor plans of parking spaces in the development

發展項目中的停車位的樓面平面圖

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

| Category of Parking Space 停車位類別 | | Number 數目 | | Parking Space Number | Dimensions (Length X Width) (m.) | Area of each Parking Space (sq. m.) |
|------------------------------------|---|--------------|-----------|----------------------|----------------------------------|-------------------------------------|
| | | G/F 地下 | B/F 地庫 | 停車位編號 | 尺寸(長x闊)(米) | 每個停車位面積(平方米) |
| Residential 住宅 | Parking space 停車位 | - | 11 | R1-R11 | 5.0 x 2.5 | 12.5 |
| | Motor cycle parking space 電單車停車位 | - | 1 | M1 | 2.4 × 1.0 | 2.4 |
| | Visitor /Accessible (disabled) parking space 訪客 / 暢通易達 (傷健人士) 停車位 | - | 1 | V1 | 5.0 × 3.5 | 17.5 |
| | Visitor parking space 訪客停車位 | - | 1 | V2 | 5.0 × 2.5 | 12.5 |
| | Loading and unloading space 上落貨停車位 | 1 | - | LGV R1 | 7.0 × 3.5 | 24.5 |
| Commercial 商業 | Parking space 停車位 | - | 7 | N1-N7 | 5.0 × 2.5 | 12.5 |
| | Motor cycle parking space 電單車停車位 | - | 1 | M2 | 2.4 × 1.0 | 2.4 |
| | Loading and unloading space 上落貨停車位 | 2 | - | LGV N1 & LGV N2 | 7.0 x 3.5 | 24.5 |

Summary of preliminary agreement for sale and purchase

臨時買賣合約的摘要

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

- 1. 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。
- 2. 買方在簽署臨時買賣合約時須支付的臨時訂金,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。
- 3. 如買方沒有於訂立該臨時合約的日期之後的5個工作日內簽立買賣合約 -
 - (a) 該臨時合約即告終止;
 - (b) 有關的臨時訂金即予沒收;及
 - (c) 擁有人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

According to the Deed of Mutual Covenant and Management Agreement ("**DMC**") in respect of the Development:-

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

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

- (a) the whole of the Carpark (except the Parking Spaces, the Accessible Car Parking Space and the Visitor Parking Space) including but not limited to air ducts, car lift, car lift machine room, car lift shaft, driveway, electric vehicle charging socket outlets, external wall of the Development (for the purposes of identification only are shown coloured Indigo on the elevation plans of the DMC Plans), meter room (electric vehicle charging facilities), turn table, such areas and facilities of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner which for the purposes of identification only are shown coloured Indigo on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Carpark Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner

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

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

- (a) the Commercial Loading and Unloading Spaces, canopies, fireman's lift lobby on the First Floor and Second Floor, which for the purposes of identification only are shown coloured Pink Hatched Black on the DMC plans;
- (b) the Greenery Areas (in so far as they form part of the Commercial Common Areas and Facilities) which for the purposes of identification only are shown coloured Pink Stippled Black on the DMC plans; and
- (c) such areas and facilities to be designated under any Sub-Deed of the Commercial Accommodation for the common use and benefit of the Commercial Accommodation as a whole.

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

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

- (a) the Accessible Car Parking Space, the Greenery Areas (in so far as they do not form part of the Residential Common Areas and Facilities and the Commercial Common Areas and Facilities), such parts of the Slopes and Retaining Walls which are within the boundary of the Land, air ducts, cable ducts, cleansing water pump room, electrical meter rooms, emergency generator room, external wall of the Development (for the purposes of identification only are shown coloured Green on the elevation plans of the DMC Plans), extra low voltage room, fire service control center, fire service and sprinkler inlets, fire service and sprinkler transfer pump room, fire service water tank and pump room, fireman's lift lobbies, flat roofs (not forming part of any Unit), flushing water tank and pump room, grey water tank and pump room, irrigation pump room, irrigation water tank and pump, rain water tank and recycling pump room, lift lobby, maintenance roof, meter room, potable water pump rooms, potable water tank room, owner's committee office, refuse storage and material chamber, pipe ducts, sprinkler pump room, sprinkler transfer pump room, staircases, switch room, transformer room, upper roof, water meter cabinets, water meter room, the loading and unloading area, waiting space, such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole which for the purposes of identification only are shown coloured Green and Green Stippled Black on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Development Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for common use and benefit of the Development as a whole

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

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

(a) the Club House, the Greenery Areas (in so far as they form part of the Residential Common Areas and Facilities), the Residential Loading and Unloading Space, the Visitor Parking Space, acoustic canopies, air-conditioner platforms, air ducts, architectural features, cable ducts, caretaker offices, common flat roofs, canopy, corridor, covered landscape areas, electrical meter rooms, emergency generator room (for non-fire service installation), external wall of the Development (including the Curtain Wall (but excluding all openable windows which form part of the Residential Units) and the non-structural prefabricated external wall (for the purposes of identification only the non-structural prefabricated external wall is marked Hatched Black on the DMC Plans)) (for the purposes of identification only the external wall of the Development forming part of the Residential Common Areas and Facilities is shown coloured Yellow on the elevation plans of the DMC Plans), extra low voltage room, fireman's lift lobbies, flushing water pump room, glass cover, lifts, lift machine room, lift shafts, lift lobbies, lift overruns, mail room, pipe ducts, planters, potable and cleansing water tank and pump room, refuge roof, refuse storage and material recovery rooms, skylight, staircases, telecommunications and broadcasting equipment room, water meter cabinets, such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner which for the purposes of identification only are shown coloured Yellow, Yellow Stippled Black, Yellow Hatched Black and Hatched Black on the DMC Plans:

公契的摘要

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

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

B. Number of undivided shares assigned to each residential property in the Development

| Floor | Unit | Undivided Shares (per Unit) | Management Shares (per Unit) |
|--------------------------|------|--------------------------------|------------------------------|
| | A1 | 36 | 36 |
| | A2 | 28 | 28 |
| | A3 | 28 | 28 |
| | A5 | 27 | 27 |
| | A6 | 28 | 28 |
| 8th Floor – 12th Floor, | A7 | 30 | 30 |
| 15th Floor – 23rd Floor, | A8 | 26 | 26 |
| 25th Floor – 31st Floor | B1 | 36 | 36 |
| (21 storeys) | B2 | 28 | 28 |
| | В3 | 28 | 28 |
| | B5 | 27 | 27 |
| | В6 | 28 | 28 |
| | В7 | 30 | 30 |
| | В8 | 26 | 26 |

Remark:

There is no 4/F, 13/F, 14/F and 24/F.

C. Terms of years for which the manager of the Development is appointed

The manager for the Development shall be appointed for an initial term of two (2) years commencing from the date of the DMC and to be continued thereafter unless and until terminated 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

Each Owner of a Residential Unit shall contribute towards the management expenses (which shall be based on the budget prepared by the Manager) of the Development in such manner, amount and proportion as provided in the DMC by reference to the Management Shares allocated to his Residential Unit and the principles provided in the DMC.

E. Basis on which the management fee deposit is fixed

A sum as security equivalent to two (2) months of the first year's budgeted management expenses payable in respect of the Residential Unit and such security amount shall be non-refundable but transferable.

F. The area in the Development retained by the Vendor for the Vendor's own use

Not applicable.

Note:

For full details, please refer to the latest draft of the DMC which is free for inspection during opening hours at the sales office. A copy of the latest draft DMC is available upon request and payment of the necessary photocopying charges.

公契的摘要

A. 發展項目的公用部分

發展項目的《公契及管理協議》(「公契」)訂明:

「**公用地方及設施**」指「發展項目公用地方及設施」、「住宅公用地方及設施」、「商業公用地方及設施」 和「停車場公用地方及設施」。

「**停車場公用地方及設施** | 指及包括:

- (a) 整個「停車場」(「車位」、「暢通易達車位」及「訪客車位」除外),包括但不限於排風管、汽車升降機、汽車升降機機房、汽車升降機井、行車道、電動車充電插座、「發展項目」外牆(於「公契圖則」的立面圖上以靛藍色顯示,僅供識別)、儀錶房(電動車充電設施)、轉車台,以及「該土地」及「發展項目」內擬作「停車場」整體受益或並非供個別「業主」專用的地方和設施,於「公契圖則」上以靛藍色顯示,僅供識別;
- (b) 「業主」可於任何時間根據「公契」指定為「停車場公用地方及設施」的「該土地」及「發展項目」 內其他地方和設施;及
- (c) 《建築物管理條例》附表1訂明「該土地」及「發展項目」內擬供「停車場」整體受益或並非供個別「 業主|專用的公用部分,

但不包括「發展項目公用地方及設施 | 、「住宅公用地方及設施 ¬ | 及「商業公用地方及設施 | 。

「**商業公用地方及設施**」指及包括:

- (a) 「商業上落貨車位」、簷篷、一樓及二樓消防員升降機大堂,於「公契圖則」上以粉紅色間黑斜線顯示,僅供識別;
- (b) 「綠化地方」(只要構成「商業公用地方及設施」一部分),於「公契圖則」上以粉紅色加黑點顯示,僅供識別;及
- (c) 任何「商業樓宇副公契」指定供「商業樓宇」整體公用與共享的地方和設施,

但不包括「發展項目公用地方及設施 | 、「住宅公用地方及設施 | 及「停車場公用地方及設施 | 。

「**發展項目公用地方及設施**」指及包括:

- (a) 「暢通易達車位」、「綠化地方」(只要並不屬於「住宅公用地方及設施」及「商業公用地方及設施」一部分)、位於「該土地」邊界範圍內的「斜坡及護土牆」部分、排風管、電纜槽、清潔水泵房、電錶房、緊急發電機房、「發展項目」外牆(於「公契圖則」的立面圖上以綠色顯示,僅供識別)、超低壓電力房、消防控制中心、消防及花灑入水掣、消防及花灑輸送泵房、消防水箱及泵房、消防員升降機大堂、平台(不屬於任何「單位」一部分)、沖廁水箱及泵房、洗盥污水箱及泵房、灌溉泵房、灌溉水箱及水泵、雨水箱及循環再用泵房、升降機大堂、維修用天台、儀錶房、食水水泵房、食水水箱房、業主委員會辦事處、垃圾及物料回收房、水管槽、消防花灑泵房、消防花灑輸送泵房、樓梯、電掣房、變壓器房、上層天台、水錶櫃、水錶房、上落貨停車區、停車等候處,以及「該土地」及「發展項目」內擬供「發展項目」整體公用與共享的地方和設施,於「公契圖則」上以綠色及綠色加黑點顯示,僅供識別;
- (b) 「業主」可於任何時間根據「公契」指定為「發展項目公用地方及設施」的「該土地」及「發展項目」內其他地方和設施;及
- (c) 《建築物管理條例》附表1訂明「該土地」及「發展項目」內擬供「發展項目」整體公用與共享的公用 部分,

但不包括「住宅公用地方及設施」、「商業公用地方及設施」及「停車場公用地方及設施」。

「**住宅公用地方及設施** | 指及包括:

- (a) 「會所」、「綠化地方」(只要屬於「住宅公用地方及設施」一部分)、「住宅上落貨車位」、「訪客車位」、隔音簷篷、冷氣機平台、排風管、建築裝飾、電纜槽、管理員辦事處、公共平台、簷篷、走廊、有蓋園景區、電錶房、緊急發電機房(供非消防裝置使用)、「發展項目」外牆(包括「幕牆」(但不包括屬於「住宅單位」一部分的可開啟窗戶)及非結構預製外牆(非結構預製外牆於「公契圖則」以黑斜線顯示,僅供識別))(構成「住宅公用地方及設施」一部分的「發展項目」外牆現於「公契圖則」的立面圖上以黃色顯示,僅供識別)、超低壓電力房、消防員升降機大堂、沖廁水泵房、玻璃頂蓋、升降機、升降機機房、升降機井、升降機大堂、升降機越位槽、郵務室、水管槽、花槽、食水及清潔水箱和泵房、天台庇護層、垃圾及物料回收房、天井、樓梯、電訊及廣播設備室、水錶櫃,以及「該土地」及「發展項目」內擬供「住宅大廈」整體受益或並非供個別「業主」專用的地方和設施,於「公契圖則」上以黃色、黃色加黑點、黃色間黑斜線及黑斜線顯示,僅供識別;
- (b) 「業主」可於任何時間根據「公契」指定為「住宅公用地方及設施」的「該土地」及「發展項目」內 其他地方和設施;及
- (c) 《建築物管理條例》附表1訂明「該土地」及「發展項目」內擬供「住宅大廈」整體受益或並非供個別「業主」專用的公用部分,

但不包括「發展項目公用地方及設施」、「商業公用地方及設施」及「停車場公用地方及設施」。

40

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

| 樓層 | 單位 | 不分割份數 | 管理份數 |
|----------|----|--------|--------|
| 1安/首 | | (每個單位) | (每個單位) |
| | A1 | 36 | 36 |
| | A2 | 28 | 28 |
| | A3 | 28 | 28 |
| | A5 | 27 | 27 |
| | A6 | 28 | 28 |
| 8樓至12樓、 | A7 | 30 | 30 |
| 15樓至23樓、 | A8 | 26 | 26 |
| 25樓至31樓 | B1 | 36 | 36 |
| (21 層) | B2 | 28 | 28 |
| | В3 | 28 | 28 |
| | B5 | 27 | 27 |
| | B6 | 28 | 28 |
| | B7 | 30 | 30 |
| | B8 | 26 | 26 |

備註:不設4樓、13樓、14樓及24樓。

C. 有關發展項目的管理人的委任年期

發展項目管理人的首屆任期為公契生效日計兩(2)年,之後管理人的任命可繼續,除非及直至按照公契條文規定終止。

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

每名住宅單位業主須按照公契訂明的方式、金額和比例,根據其住宅單位的管理份數和公契列明的準則,分 攤發展項目的管理開支(根據管理人編製的預算案釐定)。

E. 計算管理費按金的基準

管理費按金相等於每個住宅單位根據首年管理預算案分攤的兩(2)個月管理開支。

F. 擁有人在發展項目中保留作自用的範圍(如有)

不適用。

備註

欲悉詳情請參考公契最新擬稿。公契最新擬稿已備存於售樓處在開放時間免費供閱覽,此外亦可支付必要費用影 印費用獲取公契最新擬稿的副本。

批地文件的摘要

- 1. The Development is constructed on The Remaining Portion of Kowloon Inland Lot No. 11246 (the "lot") which is held under the Conditions of Grant No. 20266 dated 21 March 2016 (the "Land Grant").
- 2. The lot is granted for a term of 50 years commencing from 21 March 2016.
- 3. General Condition No. 6 of the Land Grant stipulates that:-
 - "(a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
 - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto;
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
 - (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. 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."
- 4. Special Condition No.(3) of the Land Grant stipulates that:-
 - "(a) The Grantee acknowledges that as at the date of this Agreement, there are some buildings and structures existing on the lot (the part that is within the lot is hereinafter referred to as "the Existing Buildings and Structures") and parts of which encroach on, project over and protrude to the Government land adjacent to the lot (which part is hereinafter referred to as "the Projections"). The Grantee shall on or before the date specified in Special Condition No. (8) hereof at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Buildings and Structures and the Projections (the demolition and removal works are hereinafter referred to as "the Demolition and Removal Works"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the use, presence and subsequent demolition and removal of the Existing Buildings and Structures and the Projections and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the use, presence and subsequent demolition and removal of the Existing Buildings and Structures and the Projections.
 - (b) For the avoidance of doubt, the existence of the Existing Building and Structures and the Projections and the fact that the lot is granted subject to the existence of the same shall not in any way relieve the Grantee of or release, discharge, lessen or vary the Grantee's obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions."

- 5. Special Condition No. (4) of the Land Grant stipulates that:-
 - "(a) The Grantee shall:
 - (i) on or before the 30th day of September 2021 (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay, form, surface and drain 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 Green Area Structures")

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

- (ii) on or before the 30th day of September 2021 (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, services, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered in accordance with Special Condition No. (5) hereof.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance."
- 6. Special Condition No. (5) of the Land Grant stipulates that:-

"For the purpose only of carrying out the necessary works specified in Special Condition No. (4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (4) hereof or otherwise."

批地文件的摘要

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

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof."

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

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

- (i) permit the Government, the Director and his officers, contractors and agents and any other persons authorized by the Director, the right of free ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (4) (a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4) (b) hereof and any other works which the Director may consider necessary in the Green Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of free ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of 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 other 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 Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition."
- 9. Special Condition No. (8) of the Land Grant stipulated that:-

"The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September 2021."

- 10. Special Condition No. (9) of the Land Grant stipulates that:-
 - "(a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
 - (b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:-
 - (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b) (iii) of this Special Condition;
 - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than 3 basement levels), for private residential purposes; and
 - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
 - (c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Condition Nos. (24), (25) and (26) hereof or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause shall be final and binding on the Grantee.
 - (d) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or floors and whether a floor or floors constitutes a basement level or basement levels shall be final and binding on the Grantee."
- 11. Special Condition No.(10) of the Land Grant stipulates that:-

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

- 12. Special Condition No. (11) of the Land Grant stipulated that:-
 - "(a) The Grantee shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
 - (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
 - (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

批地文件的摘要

- (iii) The decision of the Director as to which landscaping works proposed by the Grantee constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Grantee.
- (iv) The Director at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.
- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof."
- 13. Special Condition No. (13) of the Land Grant stipulated that:-
 - "(a) No building or structure or support for any building or structure (other than the PHBA Structures as defined in sub-clause (b)(i)(II) of this Special Condition and such surfaces, kerb, channel and structures as provided constructed or installed in accordance with sub-clause (b)(ii) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").
 - (b) The Grantee shall:
 - (i) on or before the date specified in Special Condition No. (8) hereof (or within such other extended period or periods as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay, form, surface and drain the Pink Hatched Blue Area; and
 - (II) provide and construct such culverts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the PHBA Structures")

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

- (ii) on or before the date specified in Special Condition No. (8) hereof (or within such other extended period or periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
- (iii) manage and maintain at his own expense the Pink Hatched Blue Area together with the PHBA Structures, all surfaces, kerb, channel and other structures provided, constructed or installed pursuant to sub-clause (b)(ii) of this Special Condition to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (e) of this Special Condition.

- (c) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (d) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (e) of this Special Condition permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Pink Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
- (e) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the PHBA Structures and all surfaces, kerb, channel and other structures as referred to in sub-clause (b)(ii) of this Special Condition as the Director shall at his sole discretion specify to the Government free from all incumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when it sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (f) Notwithstanding the provisions contained in Special Condition No. (19) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (e) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (f) shall not apply to a building mortgage as provided in Special Condition No. (19)(d) hereof. Prior to the said carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (g) Notwithstanding the provisions contained in Special Condition No. (19) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (g) shall not apply to the surrender and craving out of the Pink Hatched Blue Area under this Special Condition and a building mortgage of the lot as a whole as provided in Special Condition No. (19)(d) hereof.
- (h) The Grantee shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.

批地文件的摘要

- (i) The Grantee shall, after the works referred to in sub-clauses (b)(i) and (b)(ii) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (e) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes, without payment of any nature whatsoever and without any interruption, to have access to and to freely pass and repass on foot or by wheelchair on, along, to, from, by, through and over the Pink Hatched Blue Area.
- (j) The Government, the Director and his officers, contractors and agents, his or their workmen and any persons authorized by him or them 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 Grantee's obligations under subclauses (b) and (i) of this Special Condition or the exercise by the Government, the Director and his officers, contractors and agents, his or their workmen and any persons authorized by him or them of the rights conferred under sub-clauses (c) and (d) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made by the Grantee against the Government or the Director, his officers, contractors and agents, his or their workmen and any other persons duly authorized by him in respect of any such loss, damage, nuisance or disturbance.
- (k) The Grantee hereby indemnifies and shall keep indemnified the Government, the Director and his officers, contractors and agents, his or their workmen and any persons authorized by him or them from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Area.
- (I) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clauses (b) and (i) of this Special Condition arises only as a matter of contract between the Grantee and the Government and that by imposing the said obligation, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (m) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (i) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
 - (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

- (n) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (e) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special. Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof cannot be attained."
- 14. Special Condition No. (15) of the Land Grant stipulated that:-
 - "(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
 - (b) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof, subject to Special Condition No. (38)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
 - (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
 - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof; and
 - (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
 - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons."
- 15. Special Condition No. (16) of the Land Grant stipulated 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.

批地文件的摘要

- (b) (i) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof, subject to Special Condition No. (38)(d) hereof, there shall not be taken into account office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below:
 - (I) 0.2% of the total 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 private residential purposes;
 - (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation.

Any gross floor area in excess of the lesser of (I) or (II) above shall be taken into account for such calculation. For the purpose of this Special Condition, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Grantee.

- (ii) In calculating the total 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 referred to in sub-clause (b)(i)(l) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Grantee.
- (c) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof."
- 16. Special Condition No. (17) of the Land Grant stipulated 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.
 - (b) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof, subject to Special Condition No. (38)(d) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation. For the purpose of this Special Condition, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Grantee.
 - (c) Quarters for watchmen or caretakers or both provided within the lot in accordance with subclause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof."

- 17. Special Condition No. (18) of the Land Grant stipulated 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.
 - (b) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof, subject to Special Condition No. (38)(d) hereof, office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculations.
 - (c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof."
- 18. Special Condition No. (24) of the Land Grant stipulates that:-
 - "(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the 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 (hereinafter referred to as "the Residential Parking Spaces") at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below (unless the Director consents to a rate for or to a number of Residential Parking Spaces different from those set out in the table below):

| Size of each residential unit | No. of the Residential Parking Spaces to be provided | |
|---|--|--|
| Less than 40 square metres | One space for every 33.3 residential units or part thereof | |
| Not less than 40 square metres but less than 70 square metres | One space for every 19.2 residential units or part thereof | |
| Not less than 70 square metres but less than 100 square metres | One space for every 6.3 residential units or part thereof | |
| Not less than 100 square metres but less than 130 square metres | One space for every 2.4 residential units or part thereof | |
| Not less than 130 square metres but less than 160 square metres | One space for every 1.8 residential units or part thereof | |
| Not less than 160 square metres | One space for every 1.4 residential units or part thereof | |

批地文件的摘要

- (ii) For the purpose of sub-clause (a) (i) of this Special Condition, the total number of Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a) (i) of this Special Condition. For the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below:
 - (I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of the respective gross floor area stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof; and
 - (II) the pro-rata gross floor area of Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of respective total gross floor areas stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof (which residential common area is hereinafter referred to as the "Residential Common Area") shall be apportioned to a residential unit by the following formula:

The total gross floor area of Residential Common Area

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

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

- (iii) Additional spaces 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 shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:
 - (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of 1 space for every such block of residential units; or
 - (II) at such other rates as may be approved by the Director.
- (iv) The spaces provided under sub-clauses (a) (i) and (a) (iii) of this Special Condition (as may be respectively varied under Special Condition No. (26) hereof) shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (b) (i) One space for every 300 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes 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.
 - (ii) For the purpose of calculating the number of spaces to be provided under sub-clause (b) (i) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.
 - (iii) The spaces provided under sub-clause (b) (i) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Out of the spaces provided under sub-clauses (a)(i), (a)(iii) and (b)(i) of this Special Condition (as may be respectively varied under Special Condition No. (26) hereof), the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (26) hereof) and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (26) hereof) to become the Parking Spaces for the Disabled Persons.
 - (ii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) 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 the following rates unless the Director consents to another rate;
 - (I) 0.7% of the total number of Residential Parking Spaces required to be provided under sub-clause (a) (i) of this Special Condition (as may be varied under Special Condition No. (26) hereof) (hereinafter referred to as "the Residential Motor Cycle Parking Spaces"); and
 - (II) 5% of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No. (26) hereof).

批地文件的摘要

provided that if the number of spaces to be provided under this sub-clause (d)(i) is a decimal number, the same shall be rounded up to the next whole number.

- (ii) The Residential Motor Cycle Parking Spaces (as may be varied under Special Condition No. (26) hereof) 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 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.
- (iii) The spaces provided under sub-clause (d) (i) (II) of this Special Condition (as may be varied under Special Condition No. (26) hereof) 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 buildings or buildings erected or to be erected on the lot for the purpose stipulated in sub-clause (b) (i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (e) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a) (i), (a) (iii) and (b) (i) of this Special Condition (as may be respectively varied under Special Condition No. (26) hereof) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
 - (ii) The dimension of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
 - (iii) Each of the spaces provided under sub-clauses (d)(i)(l) and (d)(i)(ll) of this Special Condition (as may be respectively varied under Special Condition No. (26) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director."
- 19. Special Condition No. (25) of the Land Grant stipulates that:-
 - "(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
 - (i) one space for every 800 residential units or part thereof in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units; and
 - (ii) one space for every 1,200 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 to be used for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes.

- (b) Each of the spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition (as may be respectively varied under Special Condition No. (26) hereof) shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres or such other dimensions as may be approved by the Director. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings or any part or parts of the building or buildings referred to respectively in the said sub-clauses.
- (c) For the purpose of calculating the number of spaces to be provided under sub-clause (a)(ii) of this Special Condition, any floor area to be used for the purposes of parking under Special Condition No. (24) hereof, loading and unloading under this Special Condition (as may be varied respectively under Special Condition No. (26) hereof) shall be excluded."
- 20. Special Condition No.(26) of the Land Grant stipulates that:-
 - (a) Notwithstanding Special Condition Nos. (24)(a)(i), (24)(a)(iii), (24)(b)(i), (24)(d)(i)(l), (24)(d)(i)(l) and (25)(a) hereof, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5% provided that the total number of spaces so increased or reduced shall not exceed 50.
 - (b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective number of spaces required to be provided under Special Condition Nos. (24) (a)(i) and (24)(d)(i)(l) hereof (without taking into account of the spaces calculated in subclause (a) of this Special Condition) by not more than 5%."
- 21. Special Condition No. (28) of the Land Grant stipulates that:-
 - "(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:
 - (i) assigned except
 - (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 or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes.

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.

批地文件的摘要

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

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

- 23. Special Condition No. (32) of the Land Grant stipulates that:-
 - "(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
 - (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (31) hereof.
 - (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other 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."
- 24. Special Condition No. (33) of the Land Grant stipulates that:-

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

- 25. Special Condition No. (34) of the Land Grant stipulates that:-
 - "(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
 - (b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Grantee, remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof."

批地文件的摘要

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

- 27. Special Condition No. (36) of the Land Grant stipulates that:-
 - "(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
 - (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

- 28. Special Condition No. (39) of the Land Grant stipulates that:
 - "(a) The Grantee shall within six calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his written approval a noise impact assessment (hereinafter referred to as "the NIA") on the development of the lot containing, among others, such information as the Director of Environmental Protection may require including but not limited to all adverse noise impacts on the development of the lot and proposals for appropriate noise mitigation measures (hereafter referred to as "Noise Mitigation Measures").
 - (b) The Grantee shall at his own expense and within such time limits as shall be stipulated by the Director of Environmental Protection carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director of Environmental Protection (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director of Environmental Protection.
 - (c) No building works (other than the Demolition and Removal Works, ground investigation and site formation works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director of Environmental Protection. For the purpose of this Special Condition, "ground investigation" and "site formation works" shall be as defined in Buildings Ordinance, any regulations made thereunder and any amending legislation.
 - (d) For the avoidance of doubt and without prejudice to the generality of General Condition Nos. 2 and 3 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of such cost, damage or loss."
- 29. Special Condition No. (40) of the Land Grant stipulates that:

"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 (hereinafter referred to as "the Noise Barrier"), the following conditions shall apply:

- (a) 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;
- (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;
- (c) 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:

批地文件的摘要

- (d) the Grantee shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved 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 this sub-clause (d), written agreement of the Commissioner of Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
- (e) the Noise Barrier shall not be used for any purpose other than for noise barrier and 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 except with the prior written consent of the Director:
- (f) subject to the prior written approval of the Director, the Grantee, his contractors, workmen or any other persons authorized by the Grantee shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part or parts of the Noise Barrier projecting over the Government land in accordance with this Special Condition;
- (g) the Government shall have no responsibility or liability for 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 their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;
- (h) the Grantee shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, repair, maintenance, alteration, renewal, replacement, use, demolition or removal of the Noise Barrier;
- (i) 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:
- (j) in the event of the non-fulfilment of any of the Grantee's obligations under this Special Condition, the Director may carry out the necessary works and the Grantee shall pay to the Director on demand the cost of such works;
- (k) the Grantee shall at all times throughout the term hereby agreed to be granted permit the Director, his officers, contractors, agents, his or their 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 free of cost for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with subclauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;

- (I) neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Grantee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and
- (m) the Grantee shall at all times indemnify and keep indemnified the Government, the Director, his officers, contractor, agents, his or their workmen and any other persons authorized by the Director from and against all liabilities, losses, damages, claims, costs, expenses, charges, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, repair, maintenance, alteration, renewal, replacement, use, demolition or removal of the Noise Barrier or in connection with the works under sub-clause (j) of this Special Condition."
- 30. Special Condition No. (41) of the Land Grant stipulates that:
 - (a) The Grantee shall within six calendar months from the date of this Agreement (or such other extended period as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as "SIA") containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impact as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.
 - (b) The Grantee shall at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection carry out and implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection.
 - (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 and Removal Works, ground investigation and site formation works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection. For the purpose of this Special Condition, "ground investigation" and "site formation works" shall be as defined in Buildings Ordinance, any regulations made thereunder and any amending legislation.
 - (e) For the avoidance of doubt and without prejudice to the generality of General Condition Nos. 2 and 3 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of such cost, damage or loss."

批地文件的摘要

31. 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."

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

For the purpose of this section of "Summary of Land Grant", "the Grantee" means Urban Renewal Authority and where the context so admits or requires includes its successors and assigns; "the Government" refers to the Government of the Hong Kong Special Administrative Region; "the Director" refers to the Director of Lands; "Hong Kong" refers to the Hong Kong Special Administrative Region; and "these Conditions" mean and include the General and Special Conditions of the Land Grant.

批地文件的摘要

- 1. 發展項目興建於九龍內地段第11246號餘段(「該**地段**」),根據2016年3月21日頒發的批地條件第20266號(「**批地文件**」)租用該地段。
- 2. 該地段的批地年期由2016年3月21日起計50年。
- 3. 批地文件一般條件第6條規定:
 - "(a) 承批人須在整個租期期間按本文件對已建或重建建築物(該詞指本一般條件(b)款預期的重建工程):
 - (i) 按核准的設計、配置及任何核准的圖則保養一切建築物,不得對其作出更改或修訂;及
 - (ii) 保養按本文件已建或其後按任何修訂合同興建的一切建築物處於修繕妥當及良好的保養狀態直至 和約結束或提前終止交還為止。
 - (b) 倘若在租期的任何時候清拆當時在該地段或其中任何部分上面的任何建築物,承批人須興建相同類型和不少於其總樓面面積的品質良好的建築物或署長批准的類型及價值的建築物作為替代。如果進行上述清拆。承批人須在上述清拆的一個曆月內向署長申請其同意以進行重新開發該地段的建築工程。當收到上述同意後必須在三個曆月內開展重建的必要工程及在署長規定的期限內以署長滿意的方式完成重建。"
- 4. 批地文件特別條件第(3)條規定:
 - "(a) 承批人承認在本協議之日期在該地段上存在一些建築物及構築物(該地段內此部分稱為「現存建築物及構築物」),其中部分侵佔、伸展及伸入該地段毗鄰的政府土地(此部分在下文稱為「伸展物」)。承批人須在本文件特別條件第(8)條指定的日期或之前,自費拆除及遷移現存建築物、構築物及伸展物(該拆除及遷移工程在下文稱為「拆除及遷移工程」),在一切方面使署長滿意。政府對現存建築物及構築物和伸展物的使用、存在及其後拆除及遷移造成或導致承批人蒙受任何損失、損害、滋擾或干擾毋須承擔任何義務或責任。承批人須對現存建築物及構築物和伸展物的使用、存在及其後拆除與遷移直接或間接產生或有關的一切責任、損失、索償、費用、要求、訴訟或其他司法程序向政府作出彌償,並確保其獲彌償保障。
 - (b) 為免存疑,現存建築物、構築物及伸展物的存在和批地的事實是基於其存在,不能在任何方面豁免承批人或放棄、解除、減少或更改承批人在本文件之責任或在任何方面影響或損害政府對承批人違反、不遵守、不履行或不執行其在本文件的責任所擁有的權利及濟助。"
- 5. 批地文件特別條件第(4)條規定:
 - "(a) 承批人須:
 - (i) 於2021年9月30日或之前(或署長可批准的其他延長時期)內按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程,在一切方面使署長滿意:
 - (I) 鋪設、構建、鋪建路面及排水渠於本文件附錄的圖則上以綠色顯示的未來公共道路之該等部分(以下稱為「綠色範圍」);及

(II) 按署長自行酌情要求,提供及建造指定橋樑、隧道、上跨路、下通道、暗渠、高架橋、天橋、行人路、道路或其他指定構築物(以下統稱「綠色範圍構築物」)

以便於「綠色範圍」興建建築物及供車輛和行人之交通;

- (ii) 於2021年9月30日或之前(或署長可能批准的其他延長時期),自費在綠色範圍鋪設路面、路緣及渠道,並為其提供署長可能要求的明渠、污水渠、排水渠、消防龍頭連同接駁至總喉的喉管、服務、街燈、交通標誌、街道設施及道路標記,使署長滿意;及
- (iii) 自費保養綠色範圍連同綠色範圍構築物以及在該範圍之上或之內興建、設置及提供所有構築物、 路面、明渠、污水渠、排水渠、消防龍頭、服務、街燈、交通標誌、街道設施、道路標記及植物,使署長滿意,直至按本批地文件特別條件第(5)條交還綠色範圍的管有權給政府。
- (b) 倘若承批人未能在指定的期限內履行本特別條件(a)款所定的責任,政府可進行必要的工程,費用由承批人承擔。承批人須在接獲要求時向政府支付相等於該工程費用的金額,該金額由署長決定,其決定 為最終決定並對承批人有約束力。
- (c) 政府對承批人履行他在本特別條件(a)款的責任或政府行使本特別條件(b)款或其他規定賦予的權利所產生或附帶造成承批人或任何其他人士蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人不能就上述任何損失、損害、滋擾或干擾向政府提出任何索償。"
- 6. 批地文件特別條件第(5)條規定:

"僅為了進行本文件特別條件第(4)條指定的必要工程,承批人於本協議的日期獲授予綠色範圍的管有權。承批人須應政府要求交還綠色範圍給政府。在任何情況下,於署長致函予承批人當日,説明承批人已以其滿意的方式全面履行本文件,即視作已按要求交還綠色範圍予政府。承批人在其管有綠色範圍期間,在任何合理時間下須准許所有政府及公共車輛及行人自由及不受限制穿越及前往綠色範圍,並確保該等進入不會受到按本文件特別條件第(4)條或其他規定進行的工程之干涉或阻礙。"

7. 批地文件特別條件第(6)條規定:

"未經署長的預先書面同意,承批人不得使用綠色範圍作儲物用途或搭建任何臨時構築物或任何除了進行本文件特別條件第(4)條指定的工程的用途。"

- 8. 批地文件特別條件第(7)條規定:
 - "(a) 承批人須在管有綠色範圍期間,於所有合理時間內:
 - (i) 准許政府、署長及其官員、承辦商與代理人及署長授權的任何其他人士有權出入、經過及往返該 地段及綠色範圍,旨在視察、檢查及監管本文件特別條件第(4)(a)條指定的工程和進行、視察、 檢查及監管本文件特別條件第(4)(b)條指定的工程及署長認為有必要在綠色範圍進行的任何其他工 程;

批地文件的摘要

- (ii) 在政府和政府授權的有關公用事業公司要求時准許其有權出入、經過及往返該地段及綠色範圍, 旨在綠色範圍或任何毗鄰土地之內、之上或之下進行任何工程,包括但不限於鋪設和其後保養一 切管道、電線、導管、電纜槽及其他傳導媒介及輔助設備,以便提供電話、電力、氣體(如有)及其 他服務給該地段或任何毗鄰或毗連土地及建築。承批人須充分配合政府及政府正式授權的有關公 用事業公司在綠色範圍內進行上述工程的一切事宜;及
- (iii) 在水務監督的官員及其授權的其他人士要求時准許其有權出入、經過及往返該地段及綠色範圍, 旨在進行有關操作、保養、修理、更換、更改綠色範圍內的任何其他水務工程裝置。
- (b) 政府、署長及其官員、承辦商與代理人和根據本特別條件第(a)款正式授權的任何其他人士或公用事業公司對政府、署長及其官員、承辦商與代理人和根據本特別條件第(a)款正式授權的任何其他人士或公用事業公司行使進入權所產生或附帶造成承批人或任何其他人士蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。"
- 9. 批地文件特別條件第(8)條規定:

"承批人須開發該地段,在該地段上興建一幢或多幢建築物並於2021年9月30日或之前完工和使其適合佔用,在一切方面符合批地文件及目前或任何時候在香港實施的有關建築、衛生及規劃之一切法例、附例及規例。"

- 10. 批地文件特別條件第(9)條規定:
 - "(a) 除本特別條件(b)款規定外,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不得用作非工業 (不包括倉庫、酒店及加油站)用途以外的任何用途。
 - (b) 除以下用途外, 該地段已建或擬建的任何建築物或其中任何部分不得用作任何其他用途:
 - (i) 最低三層用作非工業(不包括倉庫、酒店及加油站)用途;但是為免存疑,就本特別條件而言,地庫層(如已興建)須算作一層而不論其大小或樓面面積,而有關任何地庫層的用途還須受本特別條件(b)(iii)款進一步限制;
 - (ii) 其他樓層(若有超過三層地庫層,不包括最低三層之上的任何一層地庫層或多層地庫層(如已興建)) 作私人住宅用途;及
 - (iii) 至於任何地庫層(如已興建)(不論是最低三層樓的其中一層或最低三層樓之上的一層地庫層)則用作 非工業(不包括住宅、倉庫、酒店及加油站)用途。
 - (c) 根據批地文件特別條件第(24)、 (25)及(26)條提供僅用作泊車、上落客貨處或機房或兩者的任何樓層不得算作本特別條件(b)款所指的其中一層。署長就某一層是否僅用作本(c)款的准許用途所作的決定為最終決定及對承批人有約束力。
 - (d) 就本特別條件而言,署長就一層的定義及某一層是否構成地庫層所作的決定為最終決定及對承批人有約束力。"

11. 批地文件特別條件第(10)條規定:

"未經署長事先書面同意,不得移除或干擾該地段或相鄰該地段生長的樹木。署長在發出同意時可以對移植、代償性環境美化或再植施加其認為合適的條件。"

- 12. 批地文件特別條件第(11)條規定:
 - "(a) 承批人須自費向署長呈交一份園藝圖並取得署長批准,該園藝圖須顯示將於該地段提供的園景工程的位置、布局及平面圖,以符合本特別條件(b)款規定的要求
 - (b) (i) 該地段不少於20%的面積須種植樹木、灌木或其他植物。
 - (ii) 於署長自行酌情決定的位置或水平,在本特別條件(b)(i)款提及的20%面積當中提供不少於50%(以下稱為「綠化地帶」)的面積,讓行人可以看見或任何人士或進入該地段的人士可進入綠化地帶。
 - (iii) 署長就哪些由承批人建議的園景工程構成本特別條件(b)(i)款所指的20%面積所作的決定為最終決定及對承批人有約束力。
 - (iv) 署長可自行酌情接納承批人建議的其他非植物裝飾取代種植樹木、灌木或其他植物。
 - (c) 承批人須自費按核准的園藝圖在該地段提供園景,在一切方面使署長滿意。未經署長預先書面批准, 不能修訂、更改、改變、變更或替代核准園藝圖。
 - (d) 承批人其後須自費保持及保養園藝工程,使其達至安全、清潔、井然、整齊及健康狀態,使署長滿意。
 - (e) 根據本特別條件指定的園景區域須指定為並構成本文件特別條件第(21)(a)(v)條所指的公用地方一部分。"
- 13. 批地文件特別條件第(13)條規定:
 - "(a) 不能在本文件附錄的圖則上用粉紅色加藍斜線顯示該地段的該等部分(以下稱為「粉紅色加藍斜線範圍」)之上、上方、之下、上面、下面或之內搭建、建築或安置任何建築物或構築物或建築物或構築物的承托物(除了本特別條件(b)(i)(II)款界定的粉紅色加藍斜線範圍構築物和按本特別條件第(b)(ii)條提供、興建或安裝的路面、路緣、渠道及構築物外)。
 - (b) 承批人須:
 - (i) 於批地文件特別條件第(8)條指定的日期或之前(或署長可批准的其他延長時期)內按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程,在一切方面使署長滿意:
 - (I) 鋪設、構建、鋪建路面及排水渠於粉紅色加藍斜線範圍;及
 - (II) 按署長可自行酌情要求,提供及建造暗渠、污水渠、排水渠、行人路或其他構築物 (以下稱為「粉紅色加藍斜線範圍構築物」)

讓行人可往來粉紅色加藍斜線範圍;

批地文件的摘要

- (ii) 於批地文件特別條件第(8)條指定的日期或之前(或署長可批准的其他延長時期內),自費在粉紅色加藍斜線範圍鋪設路面、路緣及渠道,並為其提供署長可能要求的明渠、污水渠、排水渠、消防龍頭連同接駁至總喉的喉管、服務、街燈、交通標誌、街道設施、道路標記及裝置,使署長滿意;及
- (iii) 自費保養及維護粉紅色加藍斜線範圍連同粉紅色加藍斜線範圍構築物以及按本特別條件(b)(ii)款提供、興建或安裝的路面、路緣、渠道及其他構築物,直至按本特別條件(e)款交還整個粉紅色加藍斜線範圍給政府管有。
- (c) 倘若承批人未能在指定的期限內履行本特別條件(b)款所定的責任,政府可進行必要的工程,費用由承批人承擔。承批人須在接獲要求時向政府支付相等於該工程費用的金額,該金額由署長決定,其決定 為最終決定並對承批人有約束力。
- (d) 承批人須在按本特別條件(e)款交還整個粉紅色加藍斜線範圍給政府之前准許署長、其官員、承辦商、 其工人及其授權的任何其他人士帶上或不帶工具、設備、機器或車輛在一切合理時間內有權自由及不 受限制地出入、經過及往返該地段及粉紅色加藍斜線範圍,旨在視察、檢查及監管按本特別條件(b)款 進行的任何工程並進行、視察、檢查及監管本特別條件(c)款下的工程及署長認為必要在粉紅色加藍斜 線範圍進行的任何其他工程。
- (e) 承批人須在署長如此要求時自費將粉紅色加藍斜線範圍或其中任何部分連同粉紅色加藍斜線範圍構築物及署長自行酌情指定本特別條件(b)(ii)款提及的一切路面、路緣、渠道及其他構築物以不帶產權負擔、及不向政府收取任何代價、付款及補償的條件下交還及移交給政府,但是政府沒有責任應承批人的要求接受交還粉紅色加藍斜線範圍或其中任何部分,而是在其認為合適的情況下接受。就本條件而言,承批人須按署長批准或要求的格式及條件自費簽訂交還契據及任何其他必要的文件。
- (f) 即使本文件特別條件第(19)條有規定,在按本特別條件(e)款交還粉紅色加藍斜線範圍給政府之前,承批人不得轉讓、按揭、抵押、贈與、分租、放棄、管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或在其上的建築物或其中任何部分或訂立此類協議,除非及直至承批人已自費分割粉紅色加藍斜線範圍,使署長滿意,但是本(f)款不適用於按本文件特別條件第(19)(d)條規定的建築按揭,在上述分割之前,承批人須自費提交分割文件給署長作書面審批。
- (g) 即使本文件特別條件第(19)條有規定,承批人不能轉讓、按揭、抵押、贈與、分租、放棄、管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或其權益或訂立此類協議,但是本(g)款不適用於按本特別條件交還及分割粉紅色加藍斜線範圍和按本文件特別條件第(19)(d)條規定為整個地段作建築按揭。
- (h) 承批人不得使用粉紅色加藍斜線範圍或其中任何部分作除了用作供公眾步行或推輪椅通過的公共行人 通道或署長可自行酌情批准的其他用途以外的任何用途。不得在粉紅色加藍斜線範圍或其中任何部分 內存放貨物或停泊車輛。
- (i) 在以署長滿意的方式及按照本特別條件(b)(i)和(b)(ii)款完成所提及的工程和按本特別條件(e)款交還整個粉紅色加藍斜線範圍給政府之前,承批人須准許一切公眾人士為了一切合法目的在白天或晚上毋須繳交任何性質的費用及不受限制地步行或推輪椅自由經過及往返粉紅色加藍斜線範圍。
- (j) 政府、署長及其官員、承辦商及代理人、其工人及其授權的任何人士對承批人或其他人士履行本特別條件(b)和(i)款規定承批人的責任或政府、署長及其官員、承辦商及代理人其工人及其授權的任何人士

行使本特別條件(c)和(d)款賦予的權利或其他所產生或附帶的任何損失、損害、滋擾或干擾無須承擔任何責任。承批人不得對上述任何損失、損害、滋擾或干擾向政府或署長及其官員、承辦商及代理人、 其工人及其授權的任何其他人士要求補償。

- (k) 承批人須對承批人、其傭工、工人及承辦商履行或不履行本特別條件規定承批人的責任或有關粉紅色 加藍斜線範圈所直接或間接產生或有關的一切責任,訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府、署長及其官員、承辦商及代理人、其工人及其授權的任何其他人士,並確保其獲彌償保障。
- (I) 特此明文同意、聲明及規定,對承批人施加本特別條件(b)和(i)款的責任僅屬於承批人與政府之間的協議,施加上述責任並非是承批人擬撥出,亦不等同政府同意撥出粉紅色加藍斜線範圍或其中任何部分作公眾享用道路權。
- (m) (i) 特此明文同意與聲明,本特別條件(i)款規定承批人的責任並非預期產生或可索求建築物(規劃)規例 第22(1)條、其修訂或代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免 存疑,承批人明文放棄建築物(規劃)規例第22(1)條、其修訂或代替條文或其他規定賦予的額外上 蓋面積或地積比的任何優惠或權利之一切索償。
 - (ii) 特此又明文同意與聲明,本特別條件(e)款規定承批人的責任並非預期產生或可索求建築物(規劃) 規例第22(2)條、其修訂或代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。 為免存疑,承批人明文放棄建築物(規劃)規例第22(2)條、其修訂或代替條文或其他規定賦予的額 外上蓋面積或地積比的任何優惠或權利之一切索償。
- (n) 承批人同意並接受在按本特別條件(e)款交還粉紅色加藍斜線範圍或其中任何部分後,因為該地段的面積減少或其他原因,在開發或重建該地段或其中任何部分時,他可能無法取得本文件特別條件第(12)(c) (i)條和(12)(c)(ii)條准許的最大總樓面面積。政府對此沒有責任和承批人不得對未能取得本文件特別條件第(12)(c)(ii)條和(12)(c)(ii)條准許的最大總樓面面積向政府要求補償或退還地價或其他索求。

14. 批地文件特別條件第(15)條規定:

- "(a) 經署長書面批准,承批人可在該地段內搭建、建築及提供康樂設施及其輔助設施(以下稱為「設施」)。 設施的類型、面積、設計、高度及布局亦須經署長的預先書面批准。
- (b) 在計算本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條指定的整體樓面總面積時,在受限於特別條件第(38) (d)條規定下,按本特別條件(a)款在該地段內提供的設施之任何部分,只要是供在該地段已建或擬建的住宅大廈的所有住戶和他們的真正訪客共同使用與享用就不列入上述計算,若署長認為該設施的餘下部分不屬於上述用途,則須納入計算。
- (c) 倘若設施任何部分被豁免列入計算本特別條件(b)款的總樓面面積(以下稱為「豁免設施」):
 - (i) 豁免設施須被指定為並構成本文件特別條件第(21)(a)(v)條提及的公用地方;及
 - (ii) 承批人須自費保養豁免設施處於修繕妥當的狀態並操作豁免設施,使署長滿意;及
 - (iii) 豁免設施僅供該地段上已建或擬建的住宅大廈的住戶和他們的真正訪客使用,並非供其他人士使用。"

批地文件的摘要

- 15. 批地文件特別條件第(16)條規定:
 - "(a) 可於該地段為看更或管理員或兩者提供辦事處,惟須遵從以下條件:
 - (i) 署長認為上述場所是對在該地段已建或擬建的建築物的安全、保安及妥善管理的基本需要;
 - (ii) 上述場所不能用作該地段上長期聘用和必要時聘用的看更或管理員或兩者的辦公場所以外的任何 用途;及
 - (iii) 上述場所的位置須首先經署長書面批准。
 - (b) (i) 為了計算本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條規定的整體樓面總面積,在受限於本文件特別條件第(38)(d)條規定下,在該地段內按本特別條件(a)款提供的辦公場所不超過以下(I)或(II),以較少者為準,不納入計算。
 - (I) 該地段上已建或擬建的建築物或任何私人住宅用途之大廈的整體樓面總面積之0.2%;
 - (II) 該地段上已建或擬建建築物每50個住宅單位或其中部分5平方米或該地段上已建或擬建的每幢住宅單位大廈5平方米,以上述場所的較大樓面面積為準。

超過以上(I)或(II)的任何總樓面面積須納入上述計算。就本特別條件而言,署長就住宅單位的定義所作的決定為最終決定及對承批人有約束力。

- (ii) 在計算本特別條件(b)(i)(l)款提及在該地段上已建或擬建的建築物的整體樓面總面積時,按本文件 豁免計算該地段已建或擬建建築物總樓面面積亦不納入計算該總樓面面積。署長對此作出的決定 所作的決定為最終決定及對承批人有約束力。
- (c) 按本特別條件(a)款在該地段內提供的辦公場所須指定為並構成本文件特別條件第(21)(a)(v)條提及的公用地方。"
- 16. 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,惟須遵從以下條件:
 - (i) 上述宿舍須設在該地段上已建的一座住宅單位大廈或署長可能書面批准的其他位置;及
 - (ii) 上述宿舍不得用作該地段內長期聘用和必要時聘用的看更或管理員或兩者的宿舍所以外的任何用 涂。
 - (b) 在計算本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條規定的整體樓面總面積時,在受限於本文件特別條件 第(38)(d)條規定下,按本特別條件(a)款在該地段內提供的宿舍若不超過25平方米總樓面面積則不得納 入計算;而超過25平方米整體樓面總面積則須納入上述計算。就本特別條件而言,署長就住宅單位的 定義所作的決定為最終決定及對承批人有約束力。
 - (c) 按本特別條件(a)款在該地段內提供的宿舍須指定為並構成本文件特別條件第(21)(a)(v)條提及的公用地方。"

17. 批地文件特別條件第(18)條規定:

- "(a) 可以在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,但是
 - (i) 上述辦事處不得用作已成立或擬成立有關該地段和該地段上已建或擬建建築物的業主立案法團或 業主委員會開會和行政工作以外的任何用途;及
 - (ii) 上述辦事處的位置須首先經署長書面批准。
- (b) 在計算本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條規定的整體樓面總面積時,在受限於本文件特別條件 第(38)(d)條規定下,按本特別條件(a)款在該地段內提供的辦事處若不超過20平方米則不得納入計算; 而超過20平方米總樓面面積則須納入上述計算。
- (c) 按本特別條件(a)款在該地段內提供的辦事處須指定為並構成本文件特別條件第(21)(a)(v)條提及的公用地方。"

18. 批地文件特別條件第(24)條規定:

"(a) (i) 必須按以下表格列明該地段已建或擬建的住宅單位各自面積計算的比率在該地段提供停車位,供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的車輛,屬於該地段上已建或擬建作住宅用途的建築物或建築物的部分之住戶和他們的真正來賓、訪客或獲邀者(以下稱為「住宅停車位」),使署長滿意(除非署長同意按不同於下列表格的比率或數目計算):

| 每個住宅單位的面積 | 擬提供的住宅停車位數目 |
|---------------------|------------------------|
| 少於40平方米 | 每33.3個住宅單位或其中部分配置一個停車位 |
| 不少於40平方米,但少於70平方米 | 每19.2個住宅單位或其中部分配置一個停車位 |
| 不少於70平方米,但少於100平方米 | 每6.3個住宅單位或其中部分配置一個停車位 |
| 不少於100平方米,但少於130平方米 | 每2.4個住宅單位或其中部分配置一個停車位 |
| 不少於130平方米,但少於160平方米 | 每1.8個住宅單位或其中部分配置一個停車位 |
| 不少於160平方米 | 每1.4個住宅單位或其中部分配置一個停車位 |

- (ii) 在本特別條件(a)(i)款中擬提供的停車位總數應是根據本特別條件(a)(i)款的表格列明每個住宅單位 的面積計算各個住宅停車位數目的總數。就本文件而言,「每個住宅單位面積」一詞在總樓面面 積方面指以下(I)及(II)的總數:
 - (I) 該單位住戶獨有使用與享用的住宅單位總樓面面積,從該單位的圍牆或護牆外面測量,除了 分隔兩個連接單位的圍牆,在該情況下,須從該等牆壁的中心點測量並包括該單位內的內部 分隔牆及支柱,但是為免存疑,不包括該單位內沒有列入本文件特別條件第(12)(c)(i)條和(12) (c)(ii)條指定的總樓面面積的所有樓面面積;及

56

批地文件的摘要

(II) 與每個住宅單位成比例的住宅公用地方(按下文界定)的整體樓面總面積,即是在住宅單位圍牆外面供該地段已建或擬建發展項目的住宅部分的所有住戶共同使用與享用的住宅公用地方的總樓面面積。為免存疑,不包括沒有列入計算本文件特別條件款第(12)(c)(i)條和(12)(c)(ii)條指定的有關總樓面面積(該住宅公用地方以下稱為「住宅公用地方」)的所有樓面面積,在計算時須按下列公式分攤給住宅單位:

住宅公用地方的整體樓面總面積

按本特別條件(a)(ii)(I)款計算的有關住宅單位的總樓面面積

按本特別條件(a)(ii)(I)款計算所有住宅單位的整體樓面總面積

- (iii) 必須按下列比率在該地段提供額外的停車位,供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的車輛,屬於該地段上已建或擬建作住宅用途的建築物之住戶的真正來賓、 訪客或獲激者,惟在該地段內至少提供兩個該等停車位:
 - (I) 該地段上已建或擬建提供超過75個住宅單位的任何住宅單位大廈須按每幢住宅單位大廈1個 停車位之比率提供;及
 - (II) 按署長批准的其他比率提供。
- (iv) 按本特別條件(a)(i)和(a)(iii)款(可能會按批地文件特別條件第(26)條分別作出調整)提供的停車位不得用作本特別條件指定的用途以外的任何用途,及特別是上述停車位不得用作汽車存放、陳列或展示或作汽車出售或其他用途或提供汽車清潔及美容服務。
- (b) (i) 在該地段、建築物部分或建築物上已建或擬建作非工業用途(不包括私人住宅、倉庫、酒店及加油站)的建築物的總樓面面積的每300平方米或其中部分配置一個停車位,供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的車輛,使署長滿意。
 - (ii) 在計算按本特別條件(b)(i)款的停車位數目時,不得包括用作泊車、裝卸用途的任何樓面面積。
 - (iii) 按本特別條件(b)(i)款(可能會按批地文件特別條件第(26)條更改)提供的停車位不得用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的車輛,屬於該地段上已建或擬建作本款指定各別用途的建築物或建築物的部分之佔用人和他們的真正來賓、訪客或獲邀者以外的任何用途,及特別是上述停車位不得用作汽車存放、陳列或展示或作汽車出售或其他用途或提供汽車清潔及美容服務。
- (c) (i) 按本特別條件(a)(i)、(a)(iii)及(b)(i)款(可能會按批地文件特別條件第(26)條分別地更改)提供的停車位中,承批人須按建築事務監督要求及批准保留與指定停車位,供《道路交通條例》、其下的規例或任何修訂法例界定的殘疾人士停泊車輛(以下稱為「殘疾人士停車位」),但是必須在按本特別條件(a)(iii)款(可能會按批地文件特別條件第(26)條更改)提供的停車位中保留與指定至少1個停車位,承批人不能保留或指定按本特別條件(a)(iii)款(可能會按批地文件特別條件第(26)條更改)提供的全部停車位作為殘疾人士停車位:
 - (ii) 殘疾人士停車位不得用作《道路交通條例》、其下的規例或任何修訂法例界定的殘疾人士停泊車輛,並且屬於該地段上已建或擬建的建築物之住戶或佔用人和他們的真正來賓、訪客或獲邀者以外的任何用途,及特別是上述停車位不得用作汽車存放、陳列或展示或作汽車出售或其他用途或提供汽車清潔及美容服務。

- (d) (i) 除非署長同意其他的比率,必須按下列比率在該地段內提供署長認為滿意的停車位,供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的電單車:
 - (I) 本特別條件(a)(i)款(可能會按批地文件特別條件第(26)條更改)要求提供的全部停車位的0.7% (以下稱為「住宅電單車停車位丨);及
 - (II) 本特別條件(b)(i)款(可能會按批地文件特別條件第(26)條更改)要求提供的全部停車位的5%;

如果按本第(d)(i)款提供的車位數目是小數,則須四捨五入取其整數。

- (ii) 住宅電單車停車位(可能會按批地文件特別條件第(26)條更改)不得用作停泊根據《道路交通條例》 、其下的任何規例及任何修訂法例獲發牌的電單車,屬於該地段上已建或擬建作私人住宅用途的 建築物或建築物的部分之住戶和他們的真正來賓、訪客或獲邀者以外的任何用途,及特別是上述 停車位不得用作車輛存放、陳列或展示或作車輛出售或其他用途或提供車輛清潔及美容服務。
- (iii) 按本特別條件(d)(i)(II)款提供(可能會按批地文件特別條件第(26)條更改)的停車位不得用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的電單車,屬於該地段上已建或擬建作本特別條件(b)(i)款指定用途的建築物或建築物的部分之佔用人和他們的真正來賓、訪客或獲邀者以外的任何用途,及特別是上述停車位不得用作車輛存放、陳列或展示或作車輛出售或其他用途或提供車輛清潔及美容服務。
- (e) (i) 除殘疾人士停車位外,按本特別條件第(a)(i)、(a)(iii)及(b)(i)款(可能會按批地文件特別條件第(26) 條分別作出更改)提供的每個停車位的面積須為2.5米闊 乘 5.0米長,以及至少2.4米高。
 - (ii) 殘疾人士停車位的面積由建築事務監督要求及批准。
 - (iii) 按本特別條件(d)(i)(l)和(b)(i)(ll)款(可能會按批地文件特別條件第(26)條作出更改)提供的每個停車 位的面積須為1.0米闊 乘2.4米長,以及至少2.4米高或署長可批准的其他至少高度。"
- 19. 批地文件特別條件第(25)條規定:
 - "(a) 必須按下列比率在該地段內提供車位供貨車裝卸,使署長滿意:
 - (i) 該地段已建或擬建作私人住宅用途的建築物或其部分內每800個住宅單位或其中部分配置一個貨車 裝卸位或署長可批准的其他比率,惟在該地段已建或擬建每幢住宅單位大廈至少提供,一個貨車 裝卸位,該貨車裝卸位須設在每幢住宅單位大廈旁邊或之內;及
 - (ii) 在該地段上已建或擬建作非工業用途(不包括私人住宅、倉庫、酒店及加油站)的建築物或其部分的總樓面面積的每1,200平方米或其中部分配置一個貨車裝卸位。
 - (b) 按本特別條件(a)(i)和(a)(ii)款提供的每個裝卸區尺寸(可能會按批地文件特別條件第(26)條更改)應為 3.5米闊和7.0米長,以及至少3.6米高或署長可批准的其他至少高度。按本特別條件各款提供的裝卸區 不得用作其提述的建築物或建築物的部分有關的貨車裝卸以外的任何用途。
 - (c) 在計算按本特別條件(a)(ii)款的貨車裝卸位時,不包括按本文件特別條件第(24)條使用和本特別條件規定 (可能會按批地文件特別條件第(26)條作出更改)裝卸用途的任何樓面面積。"

批地文件的摘要

- 20. 批地文件特別條件第(26)條規定:
 - "(a) 即使本文件特別條件第(24)(a)(i)、(24)(a)(iii)、(24)(b)(i)、(24)(d)(i)(l)、(24)(d)(i)(l)及(25)(a)款有所規定,承批人可以增加該等特別條件要求提供的有關停車位數量不超過5%,但是因此增加或減少的停車位繳數不得超過50。
 - (b) 除了本特別條件(a)款規定外,承批人可以(不計本特別條件(a)款的停車位)增加或減少本文件特別條件 第(24)(a)(i)和(24)(d)(i)(l)款要求提供的有關停車位數量不超過5%。"
- 21. 批地文件特別條件第(28)條規定:
 - "(a) 即使已遵守與履行本文件並使署長滿意,住宅停車位及住宅電單車停車位不得
 - (i) 轉讓,除非
 - (I) 連同該地段內的不分割份數及獨有使用及管有該地上段已建或擬建作私人住宅用途的大廈或 大廈的部分的住宅單位的權利;或
 - (ii) 分租,除非給該地段已建或擬建作私人住宅用途的大廈或大廈的部分的住宅單位的住戶。

但是在任何情況下,不得轉讓或分租總數超過三個住宅停車位和住宅電單車停車位給予該地段已建或擬建作 私人住宅用途的大廈或大廈的部分的任何一個住宅單位的業主或住戶。

- (b) 即使本特別條件(a)款有所規定,經署長的預先書面同意,承批人可以轉讓所有整個的住宅停車位及住宅電單車停車位僅給承批人全資擁有的附屬公司。
- (c) 本特別條件(a)款不適用於轉讓、分租、按揭或抵押整個地段。
- (d) 本特別條件(a)和(b)款不適用於殘疾人士停車位。"
- 22. 批地文件特別條件第(31)條規定:

"未經署長事先書面批准,承批人不得切割、移走或後移任何與該地段相鄰或毗連的政府土地或在任何政府 土地上進行任何類型的堆積、堆填或任何斜坡處理工程,署長可以自行酌情給予同意,施加其認為合適的條 件及條件,包括按其決定的地價授予額外的政府土地作為該地段的延伸段。"

23. 批地文件特別條件第(32)條規定:

- "(a) 如果任何土地需要或已經被分割、排除或後移或堆積或堆填或進行任何類型的斜坡處理工程,不論有 否經署長預先書面同意,亦不論是在該土地內或任何政府土地內,旨在構建、平整或開發該地段或其 中任何部分或承批人按本文件需要進行的任何其他工程或作任何其他用途,承批人須自費進行與修建 該等斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或今後必要的其他工程,以便保 護與支撑該地段和任何相鄰或毗連政府土地或出租土地內的泥土,避免與防止今後發生任何塌方、山 泥傾瀉或地陷。承批人須在批地文件授予的租期期間自費保養該土地、斜坡處理工程、護土牆或其他 承托物、保護物、排水或輔助工程或其他工程處於修繕妥當的狀態,使署長滿意。
- (b) 本特別條件(a)款不能影響本文件,特別是批地文件特別條件第(31)條賦予政府的權利。
- (c) 倘若因為或由於任何構建、平整、開發或承批人進行的其他工程或任何其他原因在任何時候造成塌方、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相鄰或毗連政府土地或出租土地,承批人須自費進行修復或彌補,使署長滿意並對上述塌方、山泥傾瀉或地陷造成政府、其代理人及承辦商承受、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) 除了批地文件規定對違反本文件的任何其他權利或濟助外,署長有權發出書面通知要求承批人進行、 修建及保養該土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或輔助工程或其他工程或修 復與彌補任何塌方、山泥傾瀉或地陷。如果承批人忽略或未能在通知指定的時期內執行該通知的要 求,使署長滿意,署長可立即執行與進行任何必要工程。承批人須在要求時立即歸還政府因此產生的 費用連同任何行政費、專業費用及開支。"

24. 批地文件特別條件第(33)條規定:

"如果在開發或重建該地段或其中任何部分時已安裝預應力地樁,承批人須在預應力地樁的服務年限期間定期保養與定期檢查預應力地樁,使署長滿意並在署長不時自行酌情要求時提供上述檢驗工程的報告和資料給署長。如果承批人忽略或未能進行上述檢驗工程,署長可立即執行與進行上述檢驗工程。承批人須在要求時歸還政府因此產生的費用。"

25. 批地文件特別條件第(34)條規定:

- "(a) 倘若從該地段或開發該地段所影響的其他範圍腐蝕、沖洗或棄置泥土、廢土、廢料、建築廢料或建材 (以下稱為「廢料」)到公共行人徑、道路或路渠、前濱、海床、污水渠、雨水渠、排水渠或溝渠或其他 政府物業(以下為稱「政府物業」),承批人須自費清理該等廢料並修復對政府物業造成的損壞。承批人 須對上述腐蝕、沖洗或棄置對私人物業造成的任何損壞或滋擾及引致的一切訴訟、索償及要求賠償政 府。
- (b) 即使本特別條件(a)款有所規定,署長可以(但沒有責任)應承批人要求清理上述廢料和修復對政府物業造成的損壞。承批人須在要求時支付因此產生的費用。"

批地文件的摘要

26. 批地文件特別條件第(35)條規定:

"承批人須在一切時候,特別是在進行任何拆除、移除、建築、保養、翻新或維修工程(以下稱為「工程」)期間,採取或促使他人採取一切適當及充分的關注、技巧及預防措施,避免對該土地或其中任何部分或綠色範圍或它們全部之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水喉、道路、行人徑、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(以下統稱「服務」)造成任何損壞。承批人在進行上述任何工程之前須進行或促使他人進行適當的勘測及必要的了解,確定任何服務的現況及程度,並提交處理任何服務一切方面的書面建議給署長,供他審批,但必須在取得署長對上述工程及建議作出的書面批准後才能進行該等工程。承批人須履行署長對服務的任何要求和承擔符合該等要求所支出的費用,包括任何必要的改道、重鋪或修復的費用。承批人必須自費在一切方面維修、彌補及修復在進行上述工程時對該土地或綠色範圍或其全部或該等服務以任何方式造成的任何損壞、干擾或阻塞(除了明渠、污水渠、雨水渠、排水渠或總水喉須由署長負責修復外,除非署長另作選擇,承批人須在要求時向政府支付該等工程的費用),使署長滿意。如果承批人未能對該地段或其任何部分或綠色範圍或其全部或任何該等服務進行上述必要的改道、重鋪、維修、彌補及修復工程,使署長滿意,署長可進行他認為必要的上述改道、重鋪、維修、彌補或修復工程,承批人須在要求時向政府支付該等工程的費用。"

27. 批地文件特別條件第(36)條規定:

- "(a) 承批人須自費在署長認為必要時建造與保養不論在該地段邊界內或在政府土地上的排水渠及渠道, 使署長滿意,以便截斷與引導該地段的一切下降或流動至該地段的暴雨或雨水到最接近的河道、集水 井、渠道或政府雨水渠。承批人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償 及要求自行負責並向政府及其官員作出彌償。
- (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建及試用)的工程可由署長進行,但署長無須就因此產生的任何損失或損害對承批人負責。承批人須在要求時向政府支付上述連接工程的費用。或者,該等連接工程可以按署長滿意的方式由承批人自費進行。在該情況下,上述連接工程的任何一段若在政府土地內修建,必須由承批人自費保養,直至要求時由承批人移交給政府,由政府出資負責其後的保養。承批人須在要求時向政府支付有關上述連接工程的技術檢查之費用。若承批人未能保養上述連接工程的任何一段,署長可進行該等其認為必需的工程,承批人須在要求時向政府支付該等工程的費用。"

28. 批地文件特別條件第(39)條規定:

- "(a) 承批人須在本協議之日期起的6個曆月(或署長可批准的其他延長期限)內自費提交或安排他人提交一份開發該地段的噪音影響評估(以下稱為「噪音影響評估」)給環境保護署署長作書面審批,在一切方面使環境保護署署長滿意。該評估除了其他事項外,須載有環境保護署署長可要求的資料,包括但不限於開發該地段的一切不利的噪音影響和建議採取適當的噪音緩解措施(以下為稱「噪音緩解措施」)。
- (b) 承批人須在環境保護署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環境保護署署長批准的噪音緩解措施(以下稱為「經批准噪音緩解措施」),在一切方面使環境保護署署長滿意。
- (c) 在環境保護署署長沒有書面批准噪音影響評估之前,不得在該地段或其中任何部分展開建築工程(拆遷工程、土地勘探及地盤平整工程除外)。就本特別條件而言,"土地勘探"和"地盤平整工程"按《建築物條例》、其下的任何規例及任何修訂法例界定。

(d) 為免存疑和在不影響本文件一般條件第2和3條的概括性的原則的情況下,承批人特此明文承認與同意,他須自行負責自費履行已批准的噪音緩解措施,在一切方面使環境保護署署長滿意。政府及其官員對履行本特別條件或其他情況產生或附帶和造成承批人蒙受的任何費用、損害或損失無須承擔任何責任或義務。承批人不得對任何費用、損害及損失向政府或其官員要求索償。"

29. 批地文件特別條件第(40)條規定:

"倘若已批准的噪音緩解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(以下稱為「隔音屏障」),下列條件適用:

- (a) 承批人須按建築署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;
- (b) 不可在任何毗鄰該地段的政府土地及毗鄰地段之上、上方或之下搭建噪音屏障的地基及承建物;
- (c) 未經署長的預先書面批准,不得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;
- (d) 承批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)更換,使其處於良好的維修狀態,在一切方面使署長滿意。如果按本(d)款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;
- (e) 隔音屏障不得用作隔音屏障之用途以外的任何用途。未經署長的事先書面同意,承批人不得使用或准 許或容許他人使用隔音屏障或其中任何部分作張貼廣告或展示任何標誌、通告或海報之用;
- (f) 經署長的預先書面批准,承批人、其承辦商、工人或承批人授權的任何其他人士可帶上或不帶工具設備、機械、機器或車輛進入該地段毗鄰的政府土地,旨在按本特別條件進行搭建、建造、視察、維修、保養、清潔、翻新及更換伸展到政府土地上的隔音屏障之部分;
- (g) 政府對承批人或任何其他人士進入或進行本特別條件(f)款提及的工程所產生或附帶和造成他們蒙受任何 損失、損害、滋擾或干擾無須承擔任何責任或義務,以及承批人不能對該等損失、損害、滋擾或干擾 向政府及其官員要求任何索償;
- (h) 承批人須在任何時候採取必要的預防措施,防止因為搭建、建造、維修、保養、更改、翻新、更換、使用、拆除或移除隔音屏障對毗鄰該地段的政府土地和隔音屏障或進入或使用毗鄰該地段的政府土地和隔音屏障的任何人士或車輛造成的任何損害或損傷;
- (i) 署長有權在任何時候完全酌情向承批人發出一封書面通知,要求承批人在收到該書面通知後,在通知日起的六個曆月內拆除與移除伸展到政府土地上面的隔音屏障的部分,不得作出任何更換。承批人須在上述書面通知指定的時間內自費拆除與移除上述隔音屏障部分,在一切方面使署長滿意;
- (j) 倘若沒有履行本特別條件規定的承批人的責任,署長可進行必要的工程,而承批人須在要求時向署長 支付上述工程的費用;

批地文件的摘要

- (k) 承批人須在無償條件下,准許署長、其官員、承辦商、工人或署長授權的任何其他人士在任何時間內帶上或不帶工具、設備、機械、機器或車輛自由及不受阻礙出入及再出入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、檢查及監管按本特別條件(a)、(d)及(i)款進行的任何工程和按本特別條件(j)款進行的任何工程或署長認為必要的任何其他工程;
- (I) 政府或署長對承批人履行在本特別條件下的責任、署長行使本特別條件(k)款的進入權或按本特別條件 (j)款進行的任何工程產生或附帶和造成承批人或任何其他人士蒙受的任何損失、損害、滋擾或干擾無須 承擔任何責任或義務。承批人無權就上述損失、損害、滋擾或干擾向政府或署長或其授權的官員索償 或要求補償;及
- (m) 承批人須在一切時候對搭建、建造、展示、維修、保養、更改、翻新、更換、使用、拆除或移除隔音 屏障或進行本特別條件(j)款規定的工程直接或間接有關或造成的一切責任、損失、損害、索償、費用、 開支、費用、要求、訴訟或其他任何司法程序彌償及保障政府、署長、他的官員、承辦商、代理人、 其工人或署長授權的任何其他人士。"

30. 批地文件特別條件第(41)條規定:

- "(a) 承批人須在本協議之日期起的六個曆月內(或署長可批准的其他延長時期內)自費提交或安排他人提交一份排污影響評估(以下簡稱「排污影響評估」)給環境保護署署長作出書面審批,在一切方面使環境保護署署長滿意。除其他事項外,上述排污影響評估須載有環境保護署署長要求的資料及詳情,包括但不限於開發該地段可能產生的一切不利的排污影響和緩解措施、改善工程及其他措施及工程的建議。
- (b) 承批人須在環境保護署署長指定的時限內自費進行及實施排污影響評估的建議,在一切方面使環境保護署署長滿意。
- (c) 排污影響評估的技術方面須由具有土木工程專業學科資格的香港工程師學會的會員或特許土木工程師 進行。
- (d) 在環境保護署署長沒有書面批准排污影響評估之前,不得在該地段或其中任何部分展開建築工程(拆遷工程、土地勘探及地盤平整工程除外)。就本特別條件而言,"土地勘探"和"地盤平整工程"按《建築物條例》、其下的任何規例及任何修訂法例界定。
- (e) 為免存疑和在不影響本批地文件一般條件第2和3條的概括性原則的情況下,承批人特此明文承認及同意他須獨自負責並自費實施排污影響評估而環保署署長批准的建議,在一切方面使環境保護署署長滿意。政府及其官員對承批人履行本特別條件或其他條件的責任所產生或附帶和造成承批人蒙受任何費用、損害或損失無須承擔任何責任或義務,以及承批人無權就上述費用、損害或損失向政府及其官員要求任何索償。"

31. 批地文件特別條件第(42)條規定:

"不得在該地段搭建或製造墳墓或骨灰龕,亦不得在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類 遺骸或動物遺骸。"

註: 詳情請參閱批地文件。完整的批地文件可在辦公時間內於售樓處應要求提供免費查閱,並可於支付必要的影印費後索取其副本。

就「批地文件的摘要」本節而言,「承批人」指市區重建局,並在上下文義允許或需要下,包括它的繼承人及受讓人;「政府」指香港特別行政區政府;「署長」指地政總署署長;「香港」指香港特別行政區及「本文件」指並包括批地文件的一般及特別條件。

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

Not applicable.

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

Not applicable.

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

Please see the plans appended at the end of this section.

- F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land
- 1. Special Condition No. (4) of the Land Grant stipulates that:-
 - "(a) The Grantee shall:
 - (i) on or before the 30th day of September 2021 (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay, form, surface and drain 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 Green Area Structures")

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

- (ii) on or before the 30th day of September 2021 (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, services, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered in accordance with Special Condition No. (5) hereof.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance."

公共設施及公眾休憩用地的資料

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

"For the purpose only of carrying out the necessary works specified in Special Condition No. (4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (4) hereof or otherwise."

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

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof."

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

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

- (i) permit the Government, the Director and his officers, contractors and agents and any other persons authorized by the Director, the right of free ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (4) (a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4) (b) hereof and any other works which the Director may consider necessary in the Green Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of free ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of 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 other 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 Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition."

- 5. Special Condition No. (13) of the Land Grant stipulates that:-
 - "(a) No building or structure or support for any building or structure (other than the PHBA Structures as defined in sub-clause (b)(i)(II) of this Special Condition and such surfaces, kerb, channel and structures as provided constructed or installed in accordance with sub-clause (b)(ii) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").
 - (b) The Grantee shall:
 - (i) on or before the date specified in Special Condition No. (8) hereof (or within such other extended period or periods as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay, form, surface and drain the Pink Hatched Blue Area; and
 - (II) provide and construct such culverts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the PHBA Structures")

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

- (ii) on or before the date specified in Special Condition No. (8) hereof (or within such other extended period or periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
- (iii) manage and maintain at his own expense the Pink Hatched Blue Area together with the PHBA Structures, all surfaces, kerb, channel and other structures provided, constructed or installed pursuant to sub-clause (b)(ii) of this Special Condition to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (e) of this Special Condition.
- (c) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (d) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (e) of this Special Condition permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Pink Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.

公共設施及公眾休憩用地的資料

- (e) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the PHBA Structures and all surfaces, kerb, channel and other structures as referred to in sub-clause (b)(ii) of this Special Condition as the Director shall at his sole discretion specify to the Government free from all incumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when it sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (f) Notwithstanding the provisions contained in Special Condition No. (19) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (e) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (f) shall not apply to a building mortgage as provided in Special Condition No. (19)(d) hereof. Prior to the said carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (g) Notwithstanding the provisions contained in Special Condition No. (19) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (g) shall not apply to the surrender and craving out of the Pink Hatched Blue Area under this Special Condition and a building mortgage of the lot as a whole as provided in Special Condition No. (19)(d) hereof.
- (h) The Grantee shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.
- (i) The Grantee shall, after the works referred to in sub-clauses (b)(i) and (b)(ii) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with subclause (e) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes, without payment of any nature whatsoever and without any interruption, to have access to and to freely pass and repass on foot or by wheelchair on, along, to, from, by, through and over the Pink Hatched Blue Area.
- (j) The Government, the Director and his officers, contractors and agents, his or their workmen and any persons authorized by him or them 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 Grantee's obligations under subclauses (b) and (i) of this Special Condition or the exercise by the Government, the Director and his officers, contractors and agents, his or their workmen and any persons authorized by him or them of the rights conferred under sub-clauses (c) and (d) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made by the Grantee against the Government or the Director, his officers, contractors and agents, his or their workmen and any other persons duly authorized by him in respect of any such loss, damage, nuisance or disturbance.

- (k) The Grantee hereby indemnifies and shall keep indemnified the Government, the Director and his officers, contractors and agents, his or their workmen and any persons authorized by him or them from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Area.
- (I) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clauses (b) and (i) of this Special Condition arises only as a matter of contract between the Grantee and the Government and that by imposing the said obligation, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (m) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (i) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
 - (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (n) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (e) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof cannot be attained."
- G. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land

Not applicable.

公共設施及公眾休憩用地的資料

- A. 批地文件訂明為政府建造及提供或作公眾用途的設施
- 1. 説明
 - (a) 批地文件特別條件第(4)條所載的綠色範圍及綠色範圍構築物。
 - (b) 批地文件特別條件第(13)條所載的粉紅色加藍斜線範圍及粉紅色加藍斜線範圍構築物。
- 2. 公眾有權依據批地文件規定使用各項設施。
- B. 批地文件訂明由發展項目內住宅物業業主付費管理、運作或維修以作公眾用途的設施
- 1. 説明
 - (a) 綠色範圍及綠色範圍構築物。
 - (b) 粉紅色加藍斜線範圍及粉紅色加藍斜線範圍構築物。
- 2. 公眾有權依據批地文件規定使用各項設施。
- 3. 各項設施由發展項目內住宅物業的業主付費管理、營運或維修。
- 4. 發展項目各住宅物業業主應透過攤付有關住宅物業的管理開支,按比例分擔各項設施的管理、運作或維修開支。
- C. 批地文件訂明由發展項目內住宅物業業主付費管理、運作或維修作公眾用途的休憩用地面積

不適用。

D. 劃供公眾作《建築物(規劃)條例》(香港法例第123章附例F)第22(1)條所訂用途的該土地(發展項目所在土地) 任何部分:

不適用。

E. 顯示上述設施、休憩用地及該土地各部分的圖則

見本節最後附上的圖則。

F. 關於各項設施和休憩用地及該土地各部分的批地文件條文

1. 批地文件特別條件第(4)條規定:

"(a) 承批人須:

- (i) 於2021年9月30日或之前(或署長可批准的其他延長時期)內按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程,在一切方面使署長滿意:
 - (I) 鋪設、構建、鋪建路面及排水渠於本文件附錄的圖則上以綠色顯示的未來公共道路之該等部分(以下稱為「綠色範圍」);及
 - (II) 按署長自行酌情要求,提供及建造指定橋樑、隧道、立上跨路交橋、下通道、暗渠、高架橋、天橋、行人路、道路或其他指定構築物

(以下統稱「綠色範圍構築物」)使建築物可座落於綠色範圍及讓車輛及行人往來綠色範圍;

- (ii) 於2021年9月30日或之前(或署長可能批准的其他延長時期),自費在綠色範圍鋪設路面、路緣及渠道,並為其提供署長可能要求的明渠、污水渠、排水渠、消防龍頭連同接駁至總喉的喉管、服務、街燈、交通標誌、街道設施及道路標記,使署長滿意;及
- (iii) 自費保養綠色範圍連同綠色範圍構築物以及在該範圍之上或之內興建、設置及提供所有構築物、路面、明渠、污水渠、排水渠、消防龍頭、服務、街燈、交通標誌、街道設施、道路標記及植物,使署長滿意,直至按本批地文件特別條件第(5)條交還綠色範圍的管有權給政府。
- (b) 倘若承批人未能在指定的期限內履行本特別條件(a)款所定的責任,政府可進行必要的工程,費用由承批人承擔。承批人須在接獲要求時向政府支付相等於該工程費用的金額,該金額由署長決定,其決定 為最終決定並對承批人有約束力。
- (c) 政府對承批人履行他在本特別條件(a)款的責任或政府行使本特別條件(b)款或其他規定賦予的權利所產 生或附帶造成承批人或任何其他人士蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人不 能就上述任何損失、損害、滋擾或干擾向政府提出任何索償。"
- 2. 批地文件特別條件第(5)條規定:

"僅為了進行本文件特別條件第(4)條指定的必要工程,承批人於本協議的日期獲授予綠色範圍的管有權。 承批人須應政府要求交還綠色範圍給政府。在任何情況下,於署長致函予承批人當日,説明承批人已以其滿意的方式全面履行本文件,即視作已按要求交還綠色範圍予政府。承批人在其管有綠色範圍期間,在任何合理時間下須准許所有政府及公共車輛及行人自由及不受限制穿越及前往綠色範圍,並確保該等進入不會受到按本文件特別條件第(4)條或其他規定進行的工程之干涉或阻礙。"

3. 批地文件特別條件第(6)條規定:

"未經署長的預先書面同意,承批人不得使用綠色範圍作儲物用途或搭建任何臨時構築物或任何除了進行本文件特別條件第(4)條指定的工程的用途。"

公共設施及公眾休憩用地的資料

- 4. 批地文件特別條件第(7)條規定:
 - "(a) 承批人須在管有綠色範圍期間,於所有合理時間內:
 - (i) 准許政府、署長及其官員、承辦商與代理人及署長授權的任何其他人士有權出入、經過及往返該 地段及綠色範圍,旨在視察、檢查及監管本文件特別條件第(4)(a)條指定的工程和進行、視察、 檢查及監管本文件特別條件第(4)(b)條指定的工程及署長認為有必要在綠色範圍進行的任何其他工 程;
 - (ii) 在政府和政府授權的有關公用事業公司要求時准許其有權出入、經過及往返該地段及綠色範圍, 旨在綠色範圍或任何毗鄰土地之內、之上或之下進行任何工程,包括但不限於鋪設和其後保養一 切管道、電線、導管、電纜槽及其他傳導媒介及輔助設備,以便提供電話、電力、氣體(如有)及其 他服務給該地段或任何毗鄰或毗連土地及建築。承批人須充分配合政府及政府正式授權的有關公 用事業公司在綠色範圍內進行上述工程的一切事宜;及
 - (iii) 在水務監督的官員及其授權的其他人士要求時准許其有權出入、經過及往返該地段及綠色範圍, 旨在進行有關操作、保養、修理、更換、更改綠色範圍內的任何其他水務工程裝置。
 - (b) 政府、署長及其官員、承辦商與代理人和根據本特別條件(a)款正式授權的任何其他人士或公用事業公司對政府、署長及其官員、承辦商與代理人和根據本特別條件(a)款正式授權的任何其他人士或公用事業公司行使進入權所產生或附帶造成承批人或任何其他人士蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。"
- 5. 批地文件特別條件第(13)條規定:
 - "(a) 不能在本文件附錄的圖則上用粉紅色加藍斜線顯示該地段的該等部分(以下稱為「粉紅色加藍斜線範圍」)之上、上方、之下、上面、下面或之內搭建、建築或安置任何建築物或構築物或建築物或構築物的承托物(除了本特別條件(b)(i)(II)款界定的粉紅色加藍斜線範圍構築物和按本特別條件(b)(ii)款提供、興建或安裝的路面、路緣、渠道及構築物外)。
 - (b) 承批人須:
 - (i) 於批地文件特別條件第(8)條指定的日期或之前(或署長可批准的其他延長時期)內按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程,在一切方面使署長滿意:
 - (1) 鋪設、構建、鋪建路面及排水渠於粉紅色加藍斜線範圍;及
 - (II) 按署長可自行酌情要求,提供及建造暗渠、污水渠、排水渠、行人路或其他構築物 (以下稱為「粉紅色加藍斜線範圍構築物」)

讓行人可往來粉紅色加藍斜線範圍;

- (ii) 於批地文件特別條件第(8)條指定的日期或之前(或署長可批准的其他延長時期內),自費在粉紅色加藍斜線範圍鋪設路面、路緣及渠道,並為其提供署長可能要求的明渠、污水渠、排水渠、消防龍頭連同接駁至總喉的喉管、服務、街燈、交通標誌、街道設施、道路標記及裝置,使署長滿意;及
- (iii) 自費保養及維護粉紅色加藍斜線範圍連同粉紅色加藍斜線範圍構築物以及按本特別條件(b)(ii)款提供、興建或安裝的路面、路緣、渠道及其他構築物,直至按本特別條件(e)款交還整個粉紅色加藍斜線範圍給政府管有。
- (c) 倘若承批人未能在指定的期限內履行本特別條件(b)款所定的責任,政府可進行必要的工程,費用由承批人承擔。承批人須在接獲要求時向政府支付相等於該工程費用的金額,該金額由署長決定,其決定為最終決定並對承批人有約束力。
- (d) 承批人須在按本特別條件(e)款交還整個粉紅色加藍斜線範圍給政府之前准許署長、其官員、承辦商、 其工人及其授權的任何其他人士帶上或不帶工具、設備、機器或車輛在一切合理時間內有權自由及不 受限制地出入、經過及往返該地段及粉紅色加藍斜線範圍,旨在視察、檢查及監管按本特別條件(b)款 進行的任何工程並進行、視察、檢查及監管本特別條件(c)款下的工程及署長認為必要在粉紅色加藍斜 線範圍進行的任何其他工程。
- (e) 承批人須在署長如此要求時自費將粉紅色加藍斜線範圍或其中任何部分連同粉紅色加藍斜線範圍構築物及署長自行酌情指定本特別條件(b)(ii)款提及的一切路面、路緣、渠道及其他構築物以不帶產權負擔、及不向政府收取任何代價、付款及補償的條件下交還及移交給政府,但是政府沒有責任應承批人的要求接受交還粉紅色加藍斜線範圍或其中任何部分,而是在其認為合適的情況下接受。就本條件而言,承批人須按署長批准或要求的格式及條件自費簽訂交還契據及任何其他必要的文件。
- (f) 即使本文件特別條件第(19)條有規定,在按本特別條件(e)款交還粉紅色加藍斜線範圍給政府之前,承批人不得轉讓、按揭、抵押、贈與、分租、放棄、管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或在其上的建築物或其中任何部分或訂立此類協議,除非及直至承批人已自費分割粉紅色加藍斜線範圍,使署長滿意,但是本(f)款不適用於按本文件特別條件第(19)(d)條規定的建築按揭,在上述分割之前,承批人須自費提交分割文件給署長作書面審批。
- (g) 即使本文件特別條件第(19)條有規定,承批人不能轉讓、按揭、抵押、贈與、分租、放棄、管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或其權益或訂立此類協議,但是本(g)款不適用於按本特別條件交還及分割粉紅色加藍斜線範圍和按本文件特別條件第(19)(d)條規定為整個地段作建築按揭。
- (h) 承批人不得使用粉紅色加藍斜線範圍或其中任何部分作除了用作供公眾步行或推輪椅通過的公共行人 通道或署長可自行酌情批准的其他用途以外的任何用途。不得在粉紅色加藍斜線範圍或其中任何部分 內存放貨物或停泊車輛。
- (i) 在以署長滿意的方式及按照本特別條件(b)(i)和(b)(ii)款完成所提及的工程和按本特別條件(e)款交還整個 粉紅色加藍斜線範圍給政府之前,承批人須准許一切公眾人士為了一切合法目的在白天或晚上毋須繳 交任何性質的費用及不受限制地步行或推輪椅自由經過及往返粉紅色加藍斜線範圍。

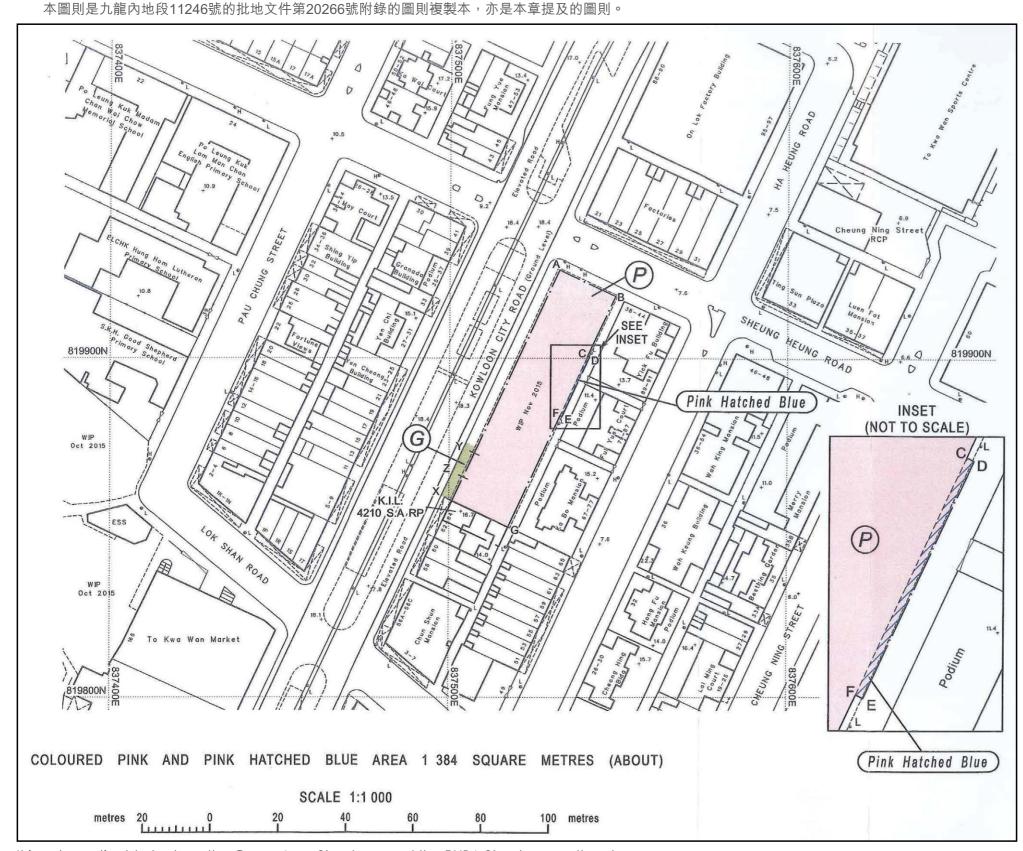
公共設施及公眾休憩用地的資料

- (j) 政府、署長及其官員、承辦商及代理人、其工人及其授權的任何人士對承批人或其他人士履行本特別條件(b)和(i)款規定承批人的責任或政府、署長及其官員、承辦商及代理人其工人及其授權的任何人士行使本特別條件(c)和(d)款賦予的權利或其他所產生或附帶的任何損失、損害、滋擾或干擾無須承擔任何責任。承批人不得對上述任何損失、損害、滋擾或干擾向政府或署長及其官員、承辦商及代理人、其工人及其授權的任何其他人士要求補償。
- (k) 承批人須對承批人、其傭工、工人及承辦商履行或不履行本特別條件規定承批人的責任或有關粉紅色加藍斜線範圈所直接或間接產生或有關的一切責任,訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府、署長及其官員、承辦商及代理人、其工人及其授權的任何其他人士,並確保其獲彌償保障。
- (I) 特此明文同意、聲明及規定,對承批人施加本特別條件(b)和(i)款的責任僅屬於承批人與政府之間的協議,施加上述責任並非是承批人擬撥出,亦不等同政府同意撥出粉紅色加藍斜線範圍或其中任何部分作公眾享用道路權。
- (m) (i) 特此明文同意與聲明,本特別條件(i)款規定承批人的責任並非預期產生或可索求建築物(規劃)規例 第22(1)條、其修訂或代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免 存疑,承批人明文放棄建築物(規劃)規例第22(1)條、其修訂或代替條文或其他規定賦予的額外上 蓋面積或地積比的任何優惠或權利之一切索償。
 - (ii) 特此又明文同意與聲明,本特別條件(e)款規定承批人的責任並非預期產生或可索求建築物(規劃)規例第22(2)條、其修訂或代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。 為免存疑,承批人明文放棄建築物(規劃)規例第22(2)條、其修訂或代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (n) 承批人同意並接受在按本特別條件(e)款交還粉紅色加藍斜線範圍或其中任何部分後,因為該地段的面積減少或其他原因,在開發或重建該地段或其中任何部分時,他可能無法取得本文件特別條件第(12)(c) (i)條和(12)(c)(ii)條准許的最大總樓面面積。政府對此沒有責任和承批人不得對未能取得本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條准許的最大總樓面面積向政府要求補償或退還地價或其他索求。"
- G. 公契中關於各項設施和休憩用地及該土地各部分的條文

不適用。

公共設施及公眾休憩用地的資料

E. A plan that shows the location of these facilities and open spaces, and those parts of the land.
顯示該等設施、休憩用地及土地中的該等部分的位置的圖則。
This plan is a production of the plan as annexed to Conditions of Grant No.20266 of Kowloon Inland Lot No.11246, and is the plan referred to in this section.



This plan is for showing the locations of the Green Area and the Pink Hatched Blue Area only. Other matters shown in this plan may not reflect their latest condition.

本圖則僅作顯示綠色範圍及粉紅色加藍斜線範圍的位置。本圖中 所示的其他事項未必能反映其最新狀況。

Legend 圖例



G - Green Area 綠色範圍



Pink Hatched Blue Area 粉紅色加藍斜線範圍

It is not practicable to show the Green Area Structures and the PHBA Structures on the plan. 在切實可行範圍內未能於上圖顯示綠色範圍構築物及粉紅色加藍斜線範圍構築物。

Warning to purchasers

對買方的警告

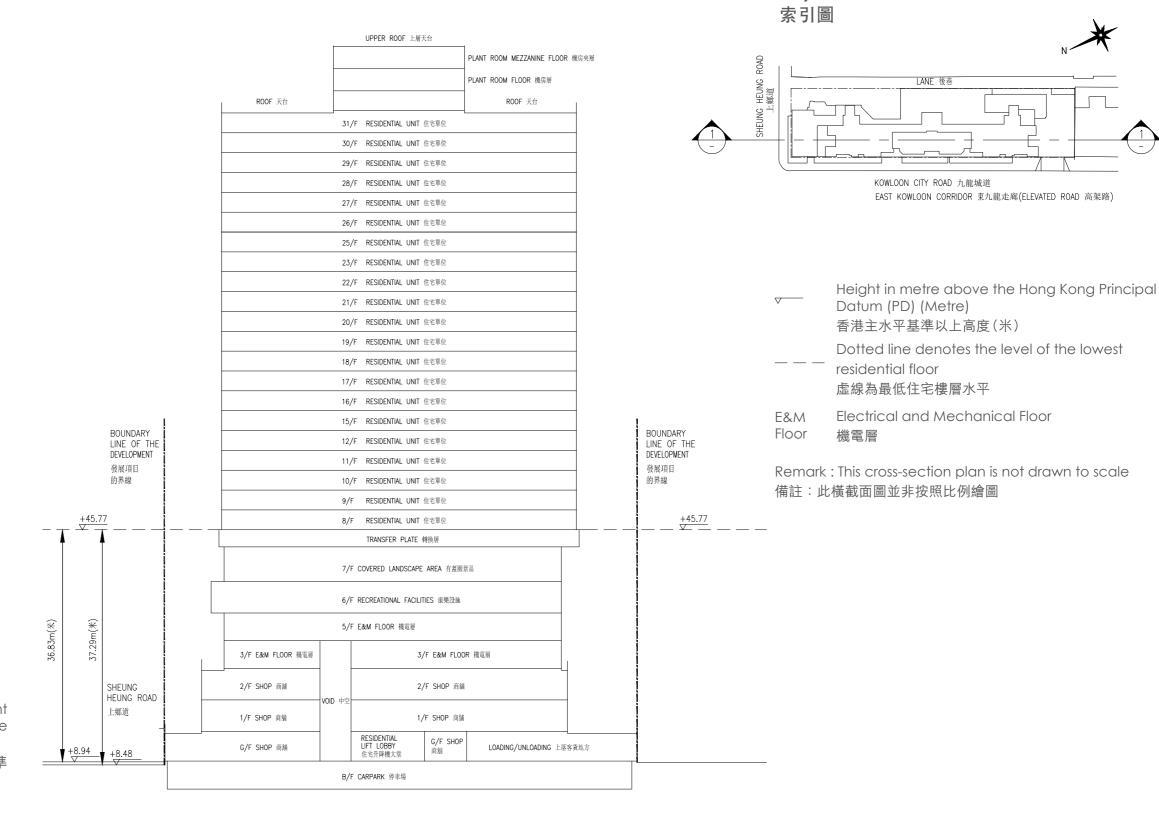
- (a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
- (b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
- (c) 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.
- (d) In the case of paragraph (c)(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.

- (a) 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外),以在交易中代表買方行事。
- (b) 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。
- (c) 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。
- (d) 如屬(c)(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 1-1 横截面圖 1-1



Key Plan

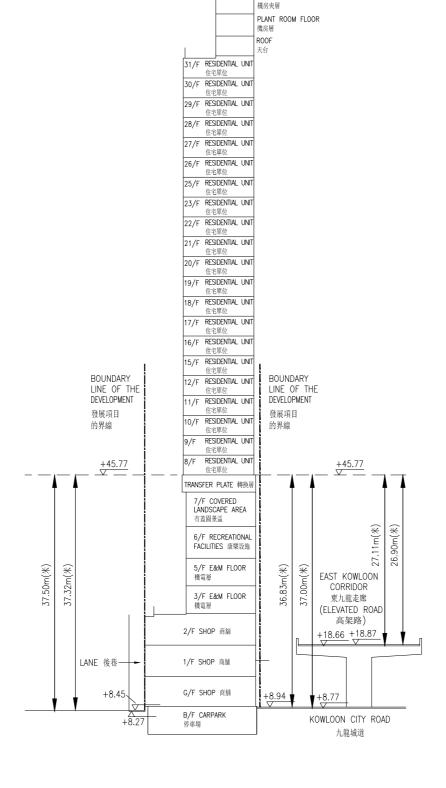
The part of Sheung Heung Road adjacent to the building is 8.48 to 8.94 metres above the Hong Kong Principal Datum.

毗連建築物的一段上鄉道為香港主水平基準 以上8.48至8.94米。

Cross-section plan of building in the development

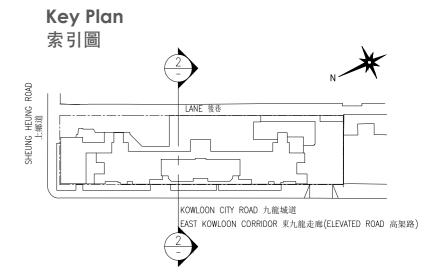
發展項目中的建築物的橫截面圖

Cross-Section Plan 2-2 横截面圖 2-2



The part of Lane adjacent to the building is 8.27 to 8.45 metres above the Hong Kong Principal Datum.

毗連建築物的一段後巷為香港主水平基準以上8.27米至8.45米。



Height in metre above the Hong Kong Principal Datum (PD) (Metre)

香港主水平基準以上高度(米)

Dotted line denotes the level of the lowest residential floor

虚線為最低住宅樓層水平

E&M Electrical and Mechanical Floor

Floor 機電層

Remark: This cross-section plan is not drawn to scale

備註:此橫截面圖並非按照比例繪圖

The part of Kowloon City Road adjacent to the building is 8.77 to 8.94 metres above the Hong Kong Principal Datum.

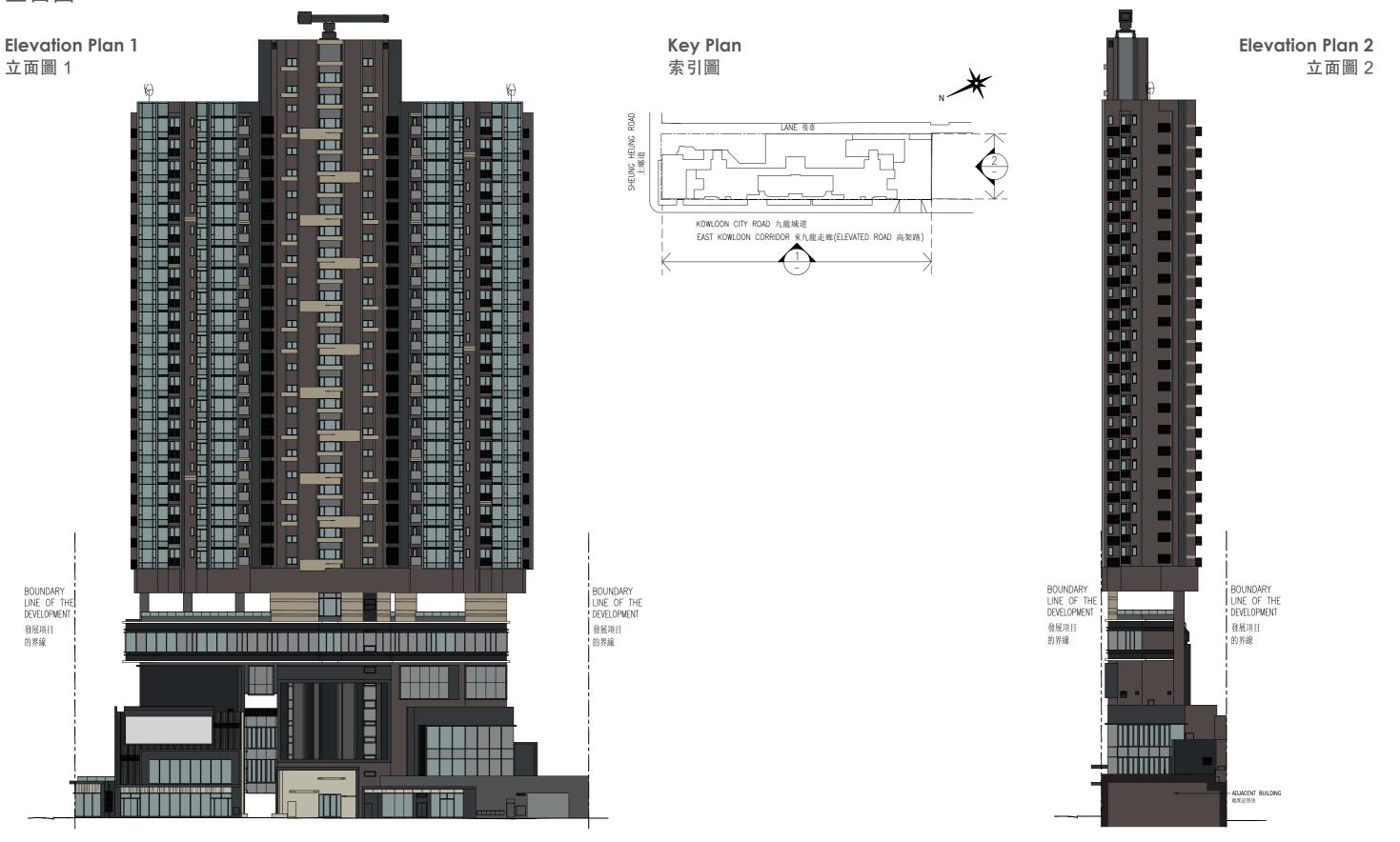
毗連建築物的一段九龍城道為香港主水平基準以上8.77米至8.94米。

The part of East Kowloon Corridor (Elevated Road) adjacent to the building is 18.66 to 18.87 metres above the Hong Kong Principal Datum.

毗連建築物的一段東九龍走廊(高架路)為香港主水平基準以上18.66米至 18.87米。

Elevation plan

立面圖



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

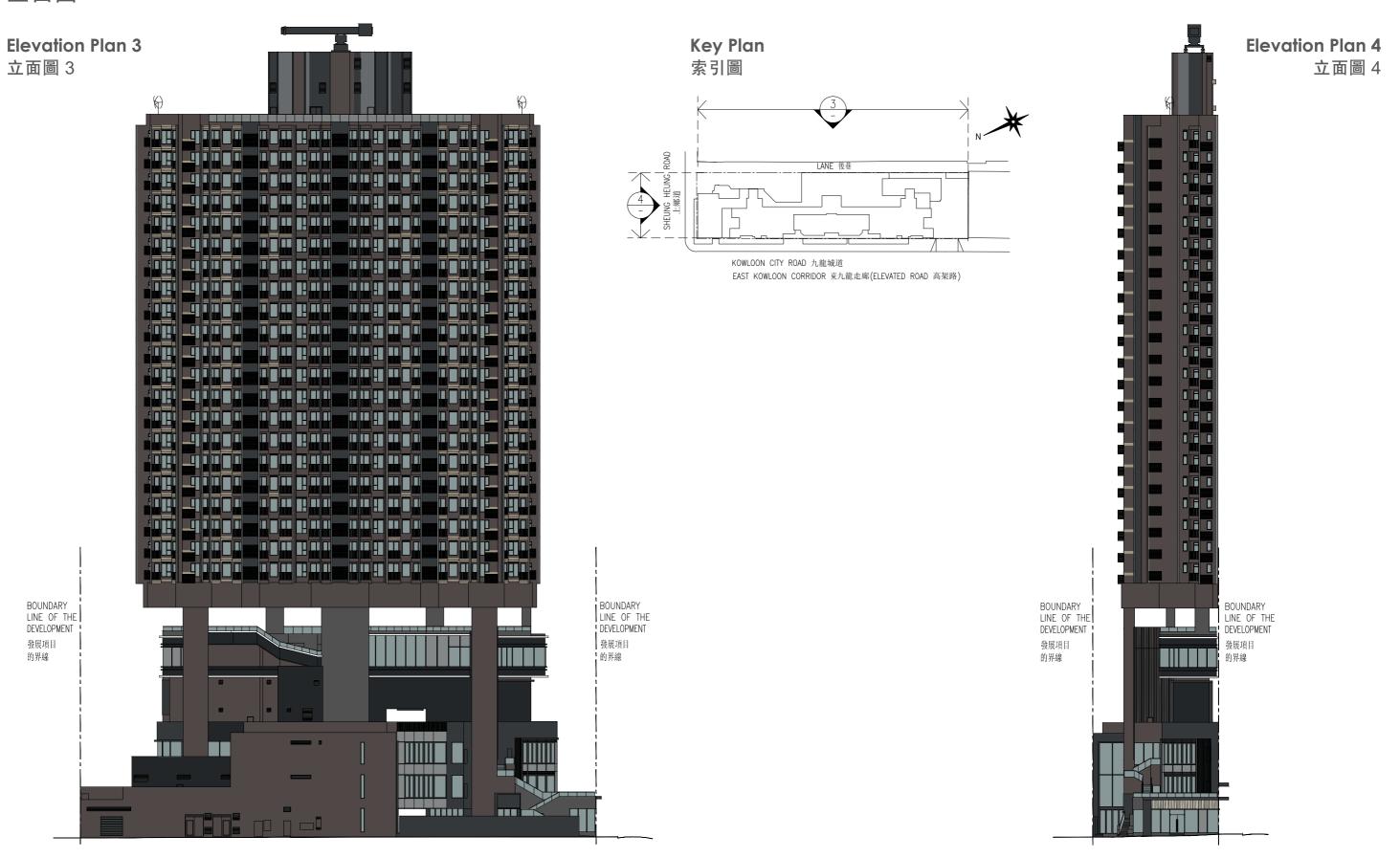
- 1. are prepared on the basis of the approved building plans for the Development as of 16 November 2018.
- 2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士已證明本圖所顯示的立面:

- 1. 以2018年11月16日的情況為準的發展項目經批准的建築圖則為基礎擬備;
- 2. 大致上與該發展項目的外觀一致。

Elevation plan

立面圖



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

- 1. are prepared on the basis of the approved building plans for the Development as of 16 November 2018.
- 2. are in general accordance with the outward appearance of the Development.

- 發展項目的認可人士已證明本圖所顯示的立面:
- 1. 以2018年11月16日的情況為準的發展項目經批准的建築圖則為基礎擬備;
- 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

| Common Facilities 公用設施 | | Area 面積 | | Total Area 總面積 | |
|--|-------------------|---------------|----------------|-------------------|----------------|
| | | sq. m. 平方米 | sq. ft. 平方呎 | sq. m. 平方米 | sq. ft. 平方呎 |
| Residents' clubhouse (including any recreational facilities for residents' use) | Covered 有上蓋 | 377.433 | 4,063 | - 377.433 4,063 | 40/2 |
| 住客會所(包括供住客使用的任何康樂設施) | Uncovered 沒有上蓋 | - | - | | 4,063 |
| 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) | Covered 有上蓋 | - | - | 77.511 | 834 |
| 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) | Uncovered 沒有上蓋 | 77.511 | 834 | | 034 |
| 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) | Covered 有上蓋 | 344.108 | 3,704 | 344.108 | 3,704 |
| 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) | Uncovered 沒有上蓋 | - | - | 344.100 | 3,/04 |

Remarks

- 1. Areas in square metres as specified above are based on the latest approved building plans.
- 2. Areas in square feet are converted from areas in square metres at a rate of 1 square metre to 10.764 square feet and rounded off to the nearest integer.

備註:

- 1. 上述所列以平方米顯示之面積乃依據最新的經批准的建築圖則。
- 2. 以平方呎顯示之面積由以平方米顯示之面積以1平方米=10.764平方呎換算,並四捨五入至整數。

Inspection of plans and deed of mutual covenant

閲覽圖則及公契

- 1. The address of the website on which a copy of the outline zoning plan relating to the Development is available: www.ozp.tpb.gov.hk
- 2. (a) A copy of the latest draft of every deed of mutual covenant in respect of the specified residential properties as at the date on which the specified residential properties are offered to be sold is available for inspection at the place at which the specified residential properties are offered to be sold.
 - (b) The inspection is free of charge.

- 1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk
- 2. (a) 指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿的文本存放在指明住宅物業的售樓處,以供閱覽。
 - (b) 無須為閲覽付費。

裝置、裝修物料及設備

| 1. Exterior Finishes | | |
|--------------------------------------|--|--|
| Item | Description | |
| (a) External wall | Finished with aluminium framed curtain wall, window wall, ceramic tiles, natural stone, aluminium cladding, aluminium louvre, aluminium grille, metal balustrade, glass balustrade and paint. | |
| (b) Window | Aluminium window frames fitted with single glazing are provided at all residential properties except the following locations of windows: (i) curtain wall windows at living/dining rooms and master bedrooms in Units A7, A8, B7 and B8 (ii) windows at bathrooms in Units A6, A7, A8, B6, B7 and B8 Aluminium window frames fitted with double glazing are provided for curtain wall windows at living/dining rooms and master bedrooms in Units A7, A8, B7 and B8. Aluminium window frames fitted with sandblasted single glazing are provided at bathrooms in Units A6, A7, A8, B6, B7 and B8. | |
| (c) Bay window | Not applicable. | |
| (d) Planter | Finished with ceramic tiles. | |
| (e) Verandah or balcony | Balcony provided with painted metal balustrade and artificial stone top rail for the following residential properties: Units A1, A2, A3, A5, A6, A7, B1, B2, B3, B5, B6 and B7 Enhanced acoustic balcony provided with glass balustrade and artificial stone top rail for the following residential properties: Units A8 and B8 Ceiling finished with external paint at the balcony for the following residential properties: Units A1, A2, A3, A5, A6, A7, B1, B2, B3, B5, B6 and B7 Ceiling finished with perforated aluminium false ceiling with fiberglass infill wrapped by acoustic polyester film and aluminium cladding at the enhanced acoustic balcony for the following residential properties: Units A8 and B8 Wall finished with ceramic tiles at the balcony for the following residential properties: Units A1, A2, A3, A5, A6, A7, B1, B2, B3, B5, B6 and B7 Wall finished with ceramic tiles and perforated aluminium cladding with fiberglass infill wrapped by acoustic polyester film at the enhanced acoustic balcony for the following residential properties: Units A8 and B8 Floor finished with ceramic tiles. Balconies and enhanced acoustic balconies are covered. There is no verandah. | |
| (f) Drying Facilitie for Clothing | es Not applicable. | |

| 1. 外部裝修物料 | |
|-----------|---|
| 細項 | 描述 |
| (a) 外牆 | 鋪砌鋁框玻璃幕牆、玻璃牆、 瓷磚、天然石、鋁覆蓋板、鋁百葉、鋁格柵、金屬 圍欄、玻璃圍欄及油漆。 |
| (b) 窗 | - 除以下窗的位置外,所有住宅物業選用鋁窗框配單片玻璃: (i) A7、A8、B7及B8單位客/飯廳及主人睡房之玻璃幕牆窗 (ii) A6、A7、A8、B6、B7及B8單位浴室之窗 - A7、A8、B7及B8單位客/飯廳及主人睡房玻璃幕牆窗,選用鋁窗框配雙層玻璃。 - A6、A7、A8、B6、B7及B8單位浴室選用鋁窗框噴砂單片玻璃。 |
| (c) 窗台 | 不適用。 |
| (d) 花槽 | 鋪砌瓷磚。 |
| (e) 陽台或露台 | - 以下住宅物業的露台設有髹油金屬圍欄及人造石扶手: A1、A2、A3、A5、A6、A7、B1、B2、B3、B5、B6及B7單位 - 以下住宅物業的強效減音露台設有玻璃圍欄及人造石扶手: A8及B8單位 - 以下住宅物業的露台天花髹室外油漆: A1、A2、A3、A5、A6、A7、B1、B2、B3、B5、B6及B7單位 - 以下住宅物業的強效減音露台天花設有附透聲聚脂薄膜包覆玻璃纖維棉的穿孔 鋁假天花及鋁覆蓋板: A8及B8單位 - 以下住宅物業的露台牆身鋪砌瓷磚: A1、A2、A3、A5、A6、A7、B1、B2、B3、B5、B6及B7單位 - 以下住宅物業的露台牆身鋪砌瓷磚: A1、A2、A3、A5、A6、A7、B1、B2、B3、B5、B6及B7單位 - 以下住宅物業的強效減音露台牆身鋪砌瓷磚及設有附透聲聚脂薄膜包覆玻璃纖維棉的穿孔鋁覆蓋板: A8及B8單位 - 地台鋪砌瓷磚。 - 露台及強效減音露台設有上蓋。 - 沒有陽台。 |
| (f) 乾衣設施 | 不適用。 |

74

| 2. Interior Finishes | | |
|-------------------------------|---|--|
| Item | Description | |
| (a) Lobby | Main Entrance Lobby on Ground Floor Floor finished with ceramic tiles and natural stone. Wall finished with emulsion paint, plastic laminate, metal trimming and ceramic tiles. Gypsum board false ceiling finished with emulsion paint. | |
| | Lift Lobby on 8/F-12/F, 15/F-23/F & 25/F-31/F (13/F, 14/F & 24/F are omitted) - Floor finished with ceramic tiles. - Wall finished with ceramic tiles and metal cladding. - Gypsum board false ceiling finished with emulsion paint. | |
| (b) Internal wall and ceiling | Internal wall of living/dining room finished with emulsion paint except those areas covered by multipurpose cabinet, mirror panel, plastic laminates wall with metal trimming, area above false ceiling level and area covered by bulkhead at which there are no wall finishes. Internal wall of bedroom finished with emulsion paint except those areas covered by plastic laminates wall, area above false ceiling level and area covered by bulkhead at which there are no wall finishes for the following residential properties: Units A1, A2, A3, A6, B1, B2, B3 and B6 Internal wall of bedroom, finished with emulsion paint except those areas covered by area above false ceiling level and area covered by bulkhead at which there are no wall finishes for the following residential properties: Units A5, A7, A8, B5, B7 and B8 Ceiling of living/dining room and bedrooms are finished with emulsion paint where exposed; other parts provided with gypsum board false ceiling and bulkhead, finished with emulsion paint. | |
| (c) Internal floor | - Floor of living/dining room and bedrooms finished with ceramic tiles and timber skirting. | |

| 2. 室內裝修物料 | | |
|------------|---|--|
| 細項 | 描述 | |
| (a) 大堂 | 地下入口大堂 | |
| | - 地台鋪砌瓷磚及天然石。 | |
| | - 牆身髹乳膠漆、膠板 、金屬飾條及鋪砌瓷磚。 | |
| | - 石膏板假天花髹乳膠漆。 | |
| | | |
| | 8樓至12樓、15樓至23樓及25樓至31樓升降機大堂(不設13樓、14樓及24樓) | |
| | - 地台鋪砌瓷磚。 | |
| | - 牆身鋪砌瓷磚及金屬面板。 | |
| | - 石膏板假天花髹乳膠漆。 | |
| (b) 內牆及天花板 | - 客/飯廳的牆身均髹乳膠漆,但不包括多功能組合櫃、鏡板、膠板配金屬飾條遮蓋之牆身,假天花以上及被裝飾橫樑遮蓋之牆身,該處之牆身不設裝修物料。 | |
| | - 以下住宅物業睡房的牆身均髹乳膠漆,但不包括膠板遮蓋之牆身,假天花以上 及被裝飾橫樑遮蓋之牆身,該處之牆身不設裝修物料: | |
| | A1、A2、A3、A6、B1、B2、B3及B6單位 | |
| | - 以下住宅物業睡房的牆身均髹乳膠漆,但不包括假天花以上及被裝飾橫樑遮蓋 之牆身,該處之牆身不設裝修物料: | |
| | A5、A7、A8、B5、B7及B8單位 | |
| | - 客/飯廳及睡房的外露天花均髹乳膠漆;其他部分設有髹乳膠漆之石膏板假天花 及裝飾橫樑。 | |
| (c) 內部地板 | - 客/飯廳及睡房之地台鋪砌瓷磚及木牆腳線。 | |

| 2. Interior Finishes | | |
|----------------------|---|--|
| Item | Description | |
| (d) Bathroom | Wall finished with ceramic tiles, metal trimming and mirror where exposed, except areas covered by bulkhead, vanity counter and mirror cabinets at which there are no wall finishes. Floor finished with ceramic tiles. Ceiling provided with gypsum board false ceiling finished with emulsion paint. Wall finishes run up to the level of false ceiling. | |
| (e) Kitchen | Open Kitchen Wall finished with metal plate, plastic laminate and emulsion paint where exposed, except those areas covered by kitchen cabinet, areas above false ceiling level and areas covered by bulkhead at which there are no wall finishes. Floor finished with ceramic tiles where exposed, except those areas covered by kitchen cabinet at which there are cement sand screeding. Ceiling finished with emulsion paint where exposed; other parts provided with gypsum board false ceiling and bulkhead, finished with emulsion paint. Cooking bench top is finished with artificial stone. Wall finishes run up to the level of false ceiling. | |

| 2. 室內裝修物料 | |
|-----------|--|
| 細項 | 描述 |
| (d) 浴室 | - 牆身外露部分鋪砌瓷磚、金屬飾條及鏡,但不包括裝飾橫樑、檯面櫃及鏡櫃遮 蓋之地方,該處之牆身不設裝修物料。 |
| | - 地台鋪砌瓷磚。 |
| | - 天花設髹乳膠漆之石膏板假天花。 |
| | - 牆身飾面鋪砌至假天花。 |
| (e) 廚房 | 開放式廚房 |
| | - 牆身外露部分設金屬板飾面、膠板及髹乳膠漆,但不包括被廚櫃遮蓋的地方、 假天花以上的地方及裝飾橫樑遮蓋的地方,該等地方不設牆身裝修物料。 |
| | - 地台外露部分鋪砌瓷磚,但不包括廚櫃遮蓋的位置,該處之地台為英泥沙批 盪。 |
| | - 外露天花髹乳膠漆;其他部分設有髹乳膠漆之石膏板假天花及裝飾橫樑。 |
| | - 灶台的裝修物料為人造石。 |
| | - 牆身飾面鋪砌至假天花高度。 |

| 3. Interior Fittings | |
|----------------------|--|
| Item | Description |
| (a) Doors | Main Entrance of Residential Property Solid core fire rated timber door finished with plastic laminate, fitted with lockset, concealed door closer, eye viewer, door guard and door stopper. |
| | Master Bedroom Hollow core timber door finished with plastic laminate, fitted with lockset for the following residential properties: Units A2, A3, A6, B2, B3 and B6 Hollow core timber door finished with plastic laminate, fitted with lockset and door stopper for the following residential properties: Units A5, A7, A8, B5, B7 and B8 |
| | Master Bedroom and Bedroom Hollow core timber door finished with plastic laminate, fitted with lockset for the following residential properties: Units A1 and B1 |
| | Bathroom Hollow core timber door finished with plastic laminate, fitted with lockset and door stopper for the following residential properties: Units A1, A2, A3, A6, A7, A8, B1, B2, B3, B6, B7 and B8 Hollow core timber door with timber louver, finished with plastic laminate, fitted with lockset and door stopper for the following residential properties: Units A5 and B5 |
| | Balcony - Glazed door with fluorocarbon coated aluminium door frame and lockset for the following residential properties: Units A1, A2, A3, A5, A6, A7, B1, B2, B3, B5, B6 and B7 |
| | Enhanced Acoustic Balcony Glazed door with fluorocarbon coated aluminium door frame, lockset and micro-perforated absorber for the following residential properties: Units A8 and B8 |
| | Utility Platform / Maintenance Utility Platform - Glazed door with fluorocarbon coated aluminium door frame and lockset. |

| 3. 室內裝置 | |
|---------|--|
| 細項 | 描述 |
| (a) 門 | 住宅物業大門 - 實心防火木門配膠板飾面,裝設門鎖、暗氣鼓、防盜眼、防盜扣及門擋。 |
| | 主人睡房 - 以下住宅物業配備空心木門配膠板飾面,裝設門鎖: A2、A3、A6、B2、B3及B6單位 - 以下住宅物業配備空心木門配膠板飾面,裝設門鎖及門擋: A5、A7、A8、B5、B7及B8單位 |
| | 主人睡房及睡房 - 以下住宅物業配備空心木門配膠板飾面,裝設門鎖: A1及B1單位 |
| | 浴室 - 以下住宅物業配備空心木門配膠板飾面,裝設門鎖及門擋: A1、A2、A3、A6、A7、A8、B1、B2、B3、B6、B7及B8單位 - 以下住宅物業配備空心木門裝設有木百葉,配膠板飾面,裝設門鎖及門擋: A5及 B5單位 |
| | 露台 - 以下住宅物業之玻璃門配氟化碳噴塗鋁門框及門鎖: A1、A2、A3、A5、A6、A7、B1、B2、B3、B5、B6及B7單位 |
| | 強效減音露台 - 以下住宅物業之玻璃門配氟化碳噴塗鋁門框、門鎖及附有微穿孔吸聲板: A8及B8單位 |
| | 工作平台 / 維修用工作平台 - 玻璃門配氟化碳噴塗鋁門框及門鎖。 |

| 3. Interior Fittings | | |
|----------------------|--|--|
| Item | Description | |
| (b) Bathroom | Timber vanity counter finished with plastic laminate and metal trimming and artificial stone countertop. Timber mirror cabinet finished with plastic laminate, metal panel and metal trimming. Vitreous china water closet. Vitreous china wash basin with metal cold and hot water basin mixer. Metal toilet paper holder. Metal soap holder. Metal towel rail. Tempered glass shower cubicle and metal shower mixer are provided. Ventilation system is provided. Copper pipes are used for cold and hot water supply system. uPVC pipes are used for flushing water system. | |
| (c) Kitchen | Open Kitchen Stainless steel sink and metal cold and hot water mixer. Copper pipes are used for cold and hot water supply system. Fitted with timber kitchen cabinet finished with plastic laminate and metal plate, with plastic laminate timber door panels and artificial stone countertop. Fitted with multipurpose cabinet (part) in Units A6 and B6. Fire service installations and equipment for open kitchen: Sprinkler heads installed in or near open kitchen. Smoke detector with sounder base installed at the ceiling near open kitchen. For type of equipment, please refer to the "Appliances Schedule". | |
| (d) Bedroom | Manually operated fabric roller blinds are provided. | |

| 3. 室內裝置 | |
|---------|-----------------------------------|
| 細項 | 描述 |
| (b) 浴室 | - 膠板飾面及金屬飾條木櫃配以人造石檯面。 |
| | - 膠板飾面、金屬飾面及金屬飾條木鏡櫃。 |
| | - 陶瓷座廁。 |
| | - 陶瓷面盆配金屬冷熱水龍頭。 |
| | - 金屬廁紙架。 |
| | - 金屬肥皂架。 |
| | - 金屬浴巾杆。 |
| | - 設有強化玻璃淋浴間隔及設有金屬淋浴花灑套裝。 |
| | - 浴室設通風系統。 |
| | - 冷熱供水系統均採用銅喉管;沖廁供水系統採用膠喉管。 |
| (c) 廚房 | 開放式廚房 |
| | - 不銹鋼洗滌盆配金屬冷熱水洗滌盆水龍頭。 |
| | - 冷熱供水系統均採用銅喉管。 |
| | - 木廚櫃組合配膠板飾面及金屬板飾面、膠板飾面木門板及人造石檯面。 |
| | - A6及B6單位設有多功能組合櫃 (部分)。 |
| | - 開放式廚房的消防裝置及設備: |
| | 消防花灑頭安裝在開放式廚房內或附近。 |
| | 煙霧探測器連聲響警報基座安裝在開放式廚房附近的天花。 |
| | - 設備之類型,請參閱「設備説明表」。 |
| (d) 睡房 | 設有手動布捲簾。 |

| 3. Interior Fittings | | |
|---|--|--|
| Item | Description | |
| (e) Telephone | Telephone connection outlets are provided. For location and number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Properties" and the "Mechanical & Electrical Provisions Plan". | |
| (f) Aerials | Communal TV/FM outlets are provided. For location and number of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Properties" and the "Mechanical & Electrical Provisions Plan". | |
| (g) Electrical Installations | Three-phase electricity supply with miniature circuit breakers distribution board is provided. Conduits are partly concealed and partly exposed*. For location and number of switches and sockets and air-conditioner points, please refer to the "Schedule of Mechanical & electrical Provisions for Residential Properties" and the "Mechanical & Electrical Provisions Plan". * Note: Other than those parts of the conduits concealed within concrete, the rest of them are exposed. Exposed conduits are mostly covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials and are not readily visible. | |
| (h) Gas Supply | Not applicable. | |
| (i) Washing Machine Connection Point | Water connection point and drainage connection point are provided for washing machine. Water supply point of a design of 22mm diameter and drainage point of a design of 40mm diameter. For location of connection points, please refer to the "Mechanical & Electrical Provisions Plan". | |
| (j) Water Supply | Copper pipes are used for hot and cold water supply. Hot water is available. uPVC pipes are used for flushing water system. Water pipes are partly concealed and partly exposed*. *Note: Other than those parts of the water pipes concealed within concrete, the rest of them are exposed. Some of the exposed water pipes are covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials and are not readily visible. | |

| 3. 室內裝置 | |
|------------|---|
| 細項 | 描述 |
| (e) 電話 | - 設有電話插座。 - 有關接駁點的位置及數目,請參考「住宅物業機電裝置數量説明表」及「機電 裝置平面圖」。 |
| (f) 天線 | 設有公共電視/電台接收插座。有關接駁點的位置及數目,請參考「住宅物業機電裝置數量説明表」及「機電裝置平面圖」。 |
| (g) 電力裝置 | - 設有三相電力配電箱並裝置微型斷路器。導管是部分隱藏及部分外露*。 - 有關開關掣及電插座及空調機接駁點的位置及數目,請參考「住宅單位機電裝置數量説明表」及「機電裝置平面圖」。 |
| | * 註釋:除部分隱藏於混凝土內之導管外,其他部分的導管皆為外露。外露的導管大部分以假天花、裝飾橫樑、櫃、飾面板、非混凝土牆、管道槽或其他物料所覆蓋或掩藏,並不容易看見。 |
| (h) 氣體供應 | 不適用。 |
| (i) 洗衣機接駁點 | 設有洗衣機來去水接駁點。設計直徑為22毫米來水接駁喉位及設計直徑為40毫米去水接駁喉位。有關接駁點的位置,請參考「機電裝置平面圖」。 |
| (j) 供水 | - 冷/熱供水系統均採用銅喉管。有熱水供應。 - 沖廁供水系統採用膠喉管。 - 水管是部分隱藏及部分外露。* * 註釋:除部分隱藏於混凝土內之水管外,其他部分的水管皆為外露。部分外露的水管被假天花、裝飾橫樑、櫃、飾面板、非混凝土牆、管道槽或其他物料所覆蓋或掩藏,並不容易看見。 |

裝置、裝修物料及設備

| 4. Miscellaneous | |
|--|--|
| Item | Description |
| (a) Lifts | Residential Lifts One "Schindler" lift (model no.: 5500MMR) serving B/F, G/F, 6/F to 12/F, 15/F to 23/F and 25/F to R/F. (4/F, 13/F, 14/F & 24/F are omitted) Two "Schindler" lifts (model no.: 5500MMR) serving G/F, 6/F to 12/F, 15/F to 23/F and 25/F to 31/F. (4/F, 13/F, 14/F & 24/F are omitted) Podium Lift One "Schindler" lift (model no.: 5500MMR) serving B/F to 2/F. |
| (b) Letter Box | Metal letter boxes are provided. |
| (c) Refuse Collection | Refuse storage and material recovery room is provided at the common area of each residential floor. Central refuse storage and material recovery chamber is provided on G/F for collection and removal of refuse by cleaners. |
| (d) Water Meter, Electricity Meter and Gas Meter | Separate electricity meters for individual residential properties are provided in common electrical meter room on each residential floor. Separate water meters for individual residential properties are provided in common water meter cabinet on each residential floor. No gas meter is provided. |

| 5. Security Facilities | |
|-------------------------------|---|
| Item | Description |
| Security System and Equipment | - CCTV cameras are provided at main entrance lobby on G/F, carpark driveway, clubhouse, lift cars and roof. |
| | - Smart card reader is provided at entrance of main entrance lobby on G/F. |
| | - Smart card reader and visitor intercom panel are provided at the entrance of lift lobby on B/F with intercom connected to the intercom of caretaker on G/F. |
| | - The intercom of caretaker on G/F is connected to the door phone of each residential property. |
| | - Each residential property is equipped with a handset type door phone with panic alarm push button. |

| 6. Appliances | |
|--|--|
| Description | |
| As set out in the "Appliances Schedule". | |

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

| 4. 雜項 | |
|------------|---|
| 細項 | 描述 |
| (a) 升降機 | 客用升降機 - 設有1部「迅達」升降機〔產品型號:5500MMR〕直達地庫、地下、6樓至12樓、15樓至23樓及25樓至天台。(不設4樓、13樓、14樓及24樓) - 設有2部「迅達」升降機〔產品型號:5500MMR〕直達地下、6樓至12樓、15樓至23樓及25樓至31樓。(不設4樓、13樓、14樓及24樓) |
| | 平台升降機 |
| | - 設有1部「迅達」升降機〔產品型號:5500MMR〕直達地庫至2樓。 |
| (b) 信箱 | 設有金屬信箱。 |
| (c) 垃圾收集 | 每層住宅樓層的公共範圍設有垃圾及物料回收室,並由清潔工人收集及運送至地下之垃圾及物料回收房作中央處理。 |
| (d) 水錶、電錶及 | - 每戶住宅物業的獨立電錶設於每層住宅樓層的公用電錶房內。 |
| 氣體錶 | - 每戶住宅物業的獨立水錶設於每層住宅樓層的公用水錶箱內。 |
| | - 不設氣體錶。 |

| 5. 保安設施 | |
|---------|---|
| 細項 | 描述 |
| 保安系統及設備 | - 地下大堂入口、停車場車道、會所、升降機內及天台均設有閉路電視。 |
| | - 地下大堂入口裝有智能讀卡器。 |
| | - 地庫電梯大堂入口裝有智能讀卡器及訪客對講機,對講機接駁至地下的管理員 的對講機。 |
| | - 管理員的對講機接駁至各住宅物業內對講機。 |
| | - 每個住宅物業皆配備手提式對講機配警鐘按鈕。 |

| 6. 設備 | |
|-------------|--|
| 描述 | |
| 於「設備説明表」列出。 | |

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

8/F 8樓

Mechanical & Electrical Provisions Plan 機電裝置平面圖



Legend 圖例

- ▲ 13A Single Socket Outlet 13A 單位電插座
- ▲ 13A Twin Socket Outlet 13A 雙位電插座
- ▲ 13A Single Socket Outlet with USB 13A 單位電插座配USB插座
- 13A Twin Socket Outlet with USB 13A 雙位電插座配USB插座
- ✓ Lighting Switch 燈掣
- Switch for Exhaust Fan 抽氣扇開關掣

- ™

 ✓ Switch for Electric Water Heater 電熱水爐開關掣
- ✓ Master Lighting Switch 總燈掣
- M Switch for Indoor Air-Conditioner 室內空調機接線位
- Electric Instant Water Heater 電熱水爐
- DOOr Phone 對講機
- TV/FM Outlet 電視/電台接收插座
- Telephone Outlet 電話插座
- Indoor Air-Conditioner 室內空調機

- Washing Machine Connection Point (Water Outlet) 洗衣機接駁點(去水位)
- Washing Machine Connection Point (Water Inlet) 洗衣機接駁點(來水位)
- Open Bell Push Button 門鈴按鈕
- → Door Bell 門鈴
- M.C.B. Board 總電掣箱
- Isolator for Outdoor Air-Conditioner (XY Indicates the Residential Unit) 室外空調機開關掣 (XY代表供應住宅單位)

- ✓ Recessed Downlight 暗藏式天花燈
- O Lamp Holder 燈位
- Q Wall Lamp 牆燈
- Power Bar 拖板

For Unit B1-B3 and B5-B8 on the same floor, please refer to the mechanical & electrical provisions plan on the following page.

對於同層B1-B3及B5-B8單位,請參閱下頁之機電裝置平面圖。

裝置、裝修物料及設備

8/F 8樓

Mechanical & Electrical Provisions Plan 機電裝置平面圖



Legend 圖例

- ▲ 13A Single Socket Outlet 13A 單位電插座
- ▲ 13A Twin Socket Outlet 13A 雙位電插座
- 13A Single Socket Outlet with USB 13A 單位電插座配USB插座
- 13A Twin Socket Outlet with USB 13A 雙位電插座配USB插座
- ✓ Lighting Switch 燈掣
- Switch for Exhaust Fan 抽氣扇開關掣

- ™

 ✓ Switch for Electric Water Heater 電熱水爐開關掣
- ✓ Master Lighting Switch 總燈掣
- M Switch for Indoor Air-Conditioner 室內空調機接線位
- **Electric Instant Water Heater 電熱水爐**
- DOOr Phone 對講機
- TV/FM Outlet 電視/電台接收插座
- ↑ Telephone Outlet 電話插座
- Indoor Air-Conditioner 室內空調機

- To Washing Machine Connection Point (Water Outlet) 洗衣機接駁點(去水位)
- Washing Machine Connection Point (Water Inlet) 洗衣機接駁點(來水位)
- Open Bell Push Button 門鈴按鈕
- → Door Bell 門鈴
- M.C.B. Board 總電掣箱
- Isolator for Outdoor Air-Conditioner (XY Indicates the Residential Unit) 室外空調機開關掣 (XY代表供應住宅單位)

- ✓ Recessed Downlight 暗藏式天花燈
- O Lamp Holder 燈位
- Wall Lamp 牆燈
- Power Bar 拖板

For Unit A1-A3 and A5-A8 on the same floor, please refer to the mechanical & electrical provisions plan on the preceding page.

對於同層A1-A3及A5-A8單位,請參閱上頁之機電裝置平面圖。

裝置、裝修物料及設備

9/F - 12/F, 15/F - 23/F & 25/F - 30/F (13/F, 14/F & 24/F are omitted) 9樓至12樓、15樓至23樓及 25樓至30樓(不設13樓、14樓及24樓)

Mechanical & Electrical Provisions Plan 機電裝置平面圖



Legend 圖例

- ▲ 13A Single Socket Outlet 13A 單位電插座
- ▲ 13A Twin Socket Outlet 13A 雙位電插座
- ▲ 13A Single Socket Outlet with USB 13A 單位電插座配USB插座
- 13A Twin Socket Outlet with USB 13A 雙位電插座配USB插座
- ✓ Lighting Switch 燈掣
- Switch for Exhaust Fan 抽氣扇開關掣

- ™

 ✓ Switch for Electric Water Heater 電熱水爐開關掣
- ✓ Master Lighting Switch 總燈掣
- M Switch for Indoor Air-Conditioner 室內空調機接線位
- Electric Instant Water Heater 電熱水爐
- DOOr Phone 對講機
- ₩ TV/FM Outlet 電視/電台接收插座
- Telephone Outlet 電話插座
- Indoor Air-Conditioner 室內空調機

- Washing Machine Connection Point (Water Outlet) 洗衣機接駁點(去水位)
- Washing Machine Connection Point (Water Inlet) 洗衣機接駁點(來水位)
- Open Bell Push Button 門鈴按鈕
- □ Door Bell 門鈴
- M.C.B. Board 總電掣箱
- Isolator for Outdoor Air-Conditioner (XY Indicates the Residential Unit) 室外空調機開關掣 (XY代表供應住宅單位)

- ✓ Recessed Downlight 暗藏式天花燈
- O Lamp Holder 燈位
- Wall Lamp 牆燈
- Power Bar 拖板

For Unit B1-B3 and B5-B8 on the same floor, please refer to the mechanical & electrical provisions plan on the following page.

對於同層B1-B3及B5-B8單位,請參閱下頁之機電裝置平面圖。

裝置、裝修物料及設備

9/F - 12/F, 15/F - 23/F & 25/F - 30/F (13/F, 14/F & 24/F are omitted) 9樓至12樓、15樓至23樓及 25樓至30樓 (不設13樓、14樓及24樓)

Mechanical & Electrical Provisions Plan 機電裝置平面圖



Legend 圖例

- ▲ 13A Single Socket Outlet 13A 單位電插座
- ▲ 13A Twin Socket Outlet 13A 雙位電插座
- ▲ 13A Single Socket Outlet with USB 13A 單位電插座配USB插座
- 13A Twin Socket Outlet with USB 13A 雙位電插座配USB插座
- ✓ Lighting Switch 燈掣
- Switch for Exhaust Fan 抽氣扇開關掣

- ™

 ✓ Switch for Electric Water Heater 電熱水爐開關掣
- ✓ Master Lighting Switch 總燈掣
- M Switch for Indoor Air-Conditioner 室內空調機接線位
- Electric Instant Water Heater 電熱水爐
- DOOr Phone 對講機
- M TV/FM Outlet 電視/電台接收插座
- Telephone Outlet 電話插座
- Indoor Air-Conditioner 室內空調機

- Washing Machine Connection Point (Water Outlet) 洗衣機接駁點(去水位)
- Washing Machine Connection Point (Water Inlet) 洗衣機接駁點(來水位)
- · Door Bell Push Button 門鈴按鈕
- □ Door Bell 門鈴
- M.C.B. Board 總電掣箱
- Isolator for Outdoor Air-Conditioner (XY Indicates the Residential Unit) 室外空調機開關掣 (XY代表供應住宅單位)

- ✓ Recessed Downlight 暗藏式天花燈
- O Lamp Holder 燈位
- Wall Lamp 牆燈
- Power Bar 拖板

For Unit A1-A3 and A5-A8 on the same floor, please refer to the mechanical & electrical provisions plan on the preceding page.

對於同層A1-A3及A5-A8單位,請參閱上頁之機電裝置平面圖。

裝置、裝修物料及設備

31/F 31樓

Mechanical & Electrical Provisions Plan 機電裝置平面圖



Legend 圖例

- ▲ 13A Single Socket Outlet 13A 單位電插座
- ▲ 13A Twin Socket Outlet 13A 雙位電插座
- 13A Single Socket Outlet with USB 13A 單位電插座配USB插座
- 13A Twin Socket Outlet with USB 13A 雙位電插座配USB插座
- ✓ Lighting Switch 燈掣
- Switch for Exhaust Fan 抽氣扇開關掣

- ✓ Master Lighting Switch 總燈掣
- M Switch for Indoor Air-Conditioner 室內空調機接線位
- Electric Instant Water Heater 電熱水爐
- DOOr Phone 對講機
- TV/FM Outlet 電視/電台接收插座
- Telephone Outlet 電話插座
- Indoor Air-Conditioner 室內空調機

- Washing Machine Connection Point (Water Outlet) 洗衣機接駁點(去水位)
- Washing Machine Connection Point (Water Inlet) 洗衣機接駁點(來水位)
- Open Bell Push Button 門鈴按鈕
- → Door Bell 門鈴
- M.C.B. Board 總電掣箱
- Isolator for Outdoor Air-Conditioner (XY Indicates the Residential Unit) 室外空調機開關掣 (XY代表供應住宅單位)

- ✓ Recessed Downlight 暗藏式天花燈
- O Lamp Holder 燈位
- Q Wall Lamp 牆燈
- Power Bar 拖板

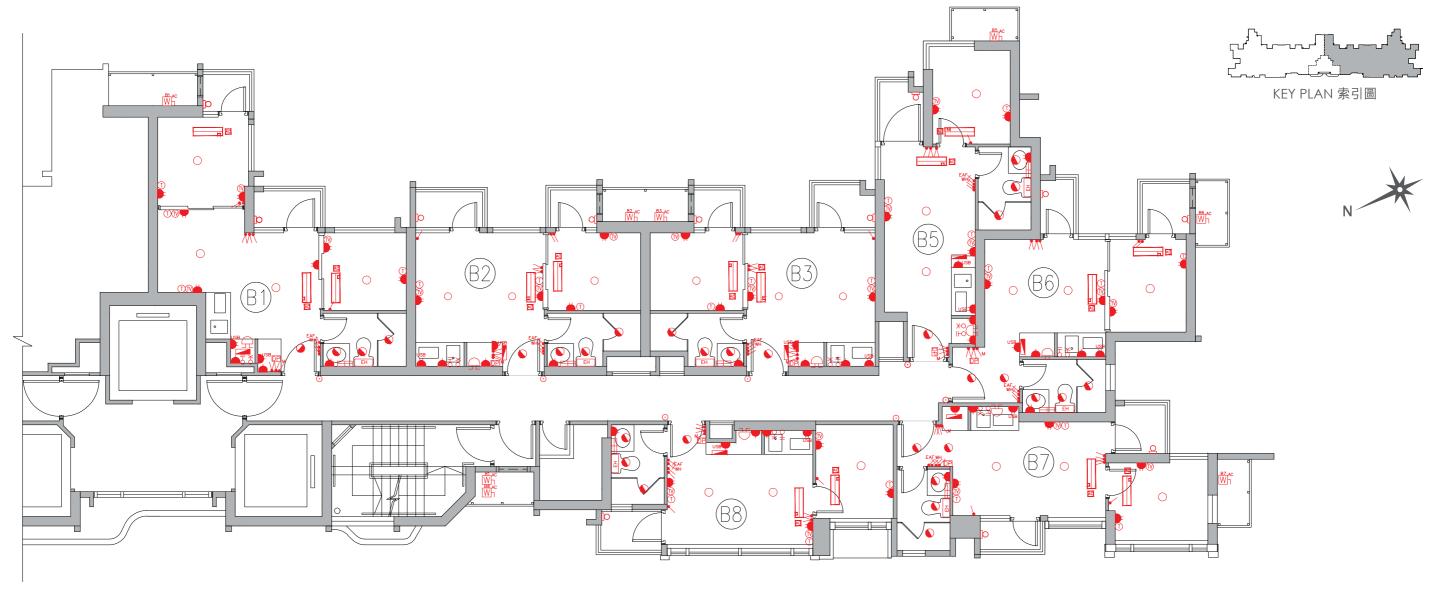
For Unit B1-B3 and B5-B8 on the same floor, please refer to the mechanical & electrical provisions plan on the following page.

對於同層B1-B3及B5-B8單位,請參閱下頁之機電裝置平面圖。

裝置、裝修物料及設備

31/F **31**樓

Mechanical & Electrical Provisions Plan 機電裝置平面圖



Legend 圖例

- ▲ 13A Single Socket Outlet 13A 單位電插座
- ▲ 13A Twin Socket Outlet 13A 雙位電插座
- ▲ 13A Single Socket Outlet with USB 13A 單位電插座配USB插座
- 13A Twin Socket Outlet with USB 13A 雙位電插座配USB插座
- ✓ Lighting Switch 燈掣
- Switch for Exhaust Fan 抽氣扇開關掣

- ™

 ✓ Switch for Electric Water Heater 電熱水爐開關掣
- ✓ Master Lighting Switch 總燈掣
- M Switch for Indoor Air-Conditioner 室內空調機接線位
- **Electric Instant Water Heater 電熱水爐**
- DOOr Phone 對講機
- ₩ TV/FM Outlet 電視/電台接收插座
- Telephone Outlet 電話插座
- Indoor Air-Conditioner 室內空調機

- To Washing Machine Connection Point (Water Outlet) 洗衣機接駁點(去水位)
- Washing Machine Connection Point (Water Inlet) 洗衣機接駁點(來水位)
- Door Bell Push Button 門鈴按鈕
- □ Door Bell 門鈴
- M.C.B. Board 總電掣箱
- Isolator for Outdoor Air-Conditioner (XY Indicates the Residential Unit) 室外空調機開關掣 (XY代表供應住宅單位)

- → Recessed Downlight 暗藏式天花燈
- O Lamp Holder 燈位
- Wall Lamp 牆燈
- ── Power Bar 拖板

For Unit A1-A3 and A5-A8 on the same floor, please refer to the mechanical & electrical provisions plan on the preceding page.

對於同層A1-A3及A5-A8單位,請參閱上頁之機電裝置平面圖。

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量説明表

| Location | Floor 樓層 | | | | | | | | | 25/F-3 及 25 樓3 | | | | | |
|------------------------------|--|----|----|----|----|----|----|----|----|--------------------------|----|----|----|----|----|
| 位置 | Unit 單位 | Al | A2 | A3 | A5 | A6 | A7 | A8 | B1 | B2 | В3 | B5 | В6 | В7 | B8 |
| | 13A Single Socket Outlet 13A單位電插座 | 2 | 1 | 1 | 2 | 1 | 1 | 1 | 2 | 1 | 1 | 2 | 1 | 1 | 1 |
| | 13A Single Socket Outlet with USB 13A單位電插座配USB插座 | 1 | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 |
| | 13A Twin Socket Outlet 13A雙位電插座 | 3 | 2 | 2 | 2 | 2 | 2 | 2 | 3 | 2 | 2 | 2 | 2 | 2 | 2 |
| Living / Dining Room 客/飯廳 | 13A Twin Socket Outlet with USB 13A雙位電插座配USB插座 | 1 | - | - | - | - | - | - | 1 | - | - | - | - | - | - |
| | TV/FM Outlet 電視/電台接收插座 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| | Telephone Outlet 電話插座 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| | Switch for Indoor Air-Conditioner 室內空調機接線位 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 13A Twin Socket Outlet 13A雙位電插座 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Master Bedroom | TV/FM Outlet 電視/電台接收插座 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 主人睡房 | Telephone Outlet 電話插座 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | Switch for Indoor Air-Conditioner 室內空調機接線位 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 13A Twin Socket Outlet 13A雙位電插座 | 2 | - | - | - | - | - | - | 2 | - | - | - | - | - | - |
| Bedroom 1 | TV/FM Outlet 電視/電台接收插座 | 1 | - | - | - | - | - | - | 1 | - | - | - | - | - | - |
| 睡房1 | Telephone Outlet 電話插座 | 1 | - | - | - | - | - | - | 1 | - | - | - | - | - | - |
| | Switch for Indoor Air-Conditioner 室內空調機接線位 | 1 | - | - | - | - | - | - | 1 | - | - | - | - | - | - |
| Bathroom | Power Bar 拖板 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 浴室 | 13A Twin Socket Outlet 13A雙位電插座 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Open Kitchen | 13A Single Socket Outlet 13A單位電插座 | - | 1 | 1 | - | 1 | 1 | 1 | - | 1 | 1 | - | 1 | 1 | 1 |
| 開放式廚房 | 13A Twin Socket Outlet with USB 13A雙位電插座配USB插座 | - | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 |

Remarks:

- 1. "1, 2," denotes the quantity of such provision(s) provided in the residential property.
- 2. "-" denotes "not applicable".
- 3. 13/F, 14/F and 24/F are omitted.

備註:

- 1. "1, 2," 表示提供於該住宅物業內的裝置數量。
- 2. "一"代表"不適用"。
- 3. 不設13樓、14樓及24樓。

裝置、裝修物料及設備

Appliances Schedule 設備説明表

| Location 位置 | Appliance 設備 | Brand 品牌 | Model No. 型號 | | 8/F-12/F, 15/F-23/F & 25/F-31/F 8樓至12樓、15樓至23樓及25樓至31樓 | | | | | | | | | | | | |
|-----------------------|--|---------------------|-----------------|----|---|----|----|----|----|----|----|----|----|----|----|----|----|
| | | | | A1 | A2 | А3 | A5 | A6 | A7 | A8 | B1 | B2 | В3 | B5 | В6 | В7 | В8 |
| | | | RAK-35N6 | 1 | 1 | 1 | - | 1 | - | - | 1 | 1 | 1 | - | 1 | - | - |
| | | | RAK-35NH6A | - | - | - | 1 | - | - | 1 | - | - | - | 1 | - | - | 1 |
| Living / Dining Room, | Multi-split / Split-type Air-Conditioner (Indoor Unit) | | RAK-50N6 | 1 | 1 | 1 | - | / | - | - | 1 | 1 | 1 | - | 1 | - | - |
| Master Bedroom and | 多聯式 / 分體式空調機 (室內機) | | RAK-50NH6A | - | - | - | 1 | - | 1 | - | - | - | - | 1 | - | / | - |
| Bedroom | 2 10F20 1 33 BE20 1 No (2F 3 186) | HITACHI 日立 | RAK-65NH5A | - | - | - | - | - | - | 1 | - | - | - | - | - | - | / |
| 客/飯廳、 | | | RASX10CCK | 1 | - | - | - | - | - | - | 1 | - | - | - | - | - | - |
| 主人睡房及睡房 | Multi-split / Split-type Air-Conditioner | | RAM-68Q9 | 1 | 1 | 1 | - | 1 | - | _ | 1 | / | 1 | - | 1 | - | - |
| | (Outdoor Unit) | | RAM-90QH5 | - | - | - | 1 | - | 1 | 1 | - | - | - | 1 | - | / | 1 |
| | 多聯式 / 分體式空調機 (室外機) | | RACX-10CCK | 1 | - | - | - | - | - | - | 1 | - | - | - | - | - | - |
| | FlexInduction Plus Hob 嵌入式flexInduction電磁爐 | | EX675LYC1E | 1 | - | - | - | - | - | - | 1 | - | - | - | - | - | - |
| | Domino 2-Zone Induction Hob 嵌入式電磁爐 | SIEMENS 西門子 | EH375FBB1E | - | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 |
| | Built-in Oven with Microwave 嵌入式微波焗爐 | | CM656GBS1B | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Open Kitchen 開放式廚房 | Telescopic Cooker Hood 拉趟式抽油煙機 | | LI67SA530B | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | Built-in 2 Doors Refrigerator 嵌入式雙門雪櫃 | | KI86NAF31K | 1 | - | - | - | - | - | - | 1 | - | - | - | - | - | - |
| | 0.8m Built Under Refrigerator 0.8m 櫃底式嵌入雪櫃 | | RBIU6092AW | - | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 |
| | Built in Washer Dryer 嵌入式洗衣乾衣機 | Gorenje | WDI73121HK | / | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Bathroom | Instantaneous Electric Water Heater 即熱式電熱水爐 | STIEBEL ELTRON 斯寶亞創 | DHE18/21/24SLi | 1 | 1 | 1 | / | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 浴室 | Thermo Ventilator 浴室換氣暖風機 | Panasonic 樂聲 | FV-40BE2H | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |

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.

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。

Remarks:

- 1. "✓" means such appliance(s) is / are provided and / or installed in the residential property.
- 2. "-" denotes "not applicable".
- 3. 13/F, 14/F and 24/F are omitted.

備註:

- 1. "✓"表示此設備於該住宅物業內提供及/或安裝。
- 2. "一"代表"不適用"。
- 3. 不設13樓、14樓及24樓。

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 vendor is liable for the Government rent payable for the specified residential property of the Development up to and including the date of completion of the sale and purchase of that residential property.

賣方有法律責任就指明住宅物業繳付直至該住宅物業買賣完成日(包括該日)為止的地税。

Miscellaneous payments by purchaser

買方的雜項付款

- 1. On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the owner (note: i.e. Urban Renewal Authority) for the deposits for water and electricity.
- 2. On that delivery, the purchaser is not liable to pay to the owner a debris removal fee.

Remark:

- 1. On that delivery, the purchaser is liable to pay a debris removal fee to the manager (not the owner) under the deed of mutual covenant, and where the owner has paid that debris removal fee, the purchaser shall reimburse the owner for the same.
- 2. No gas supply is provided to the residential properties.

- 1. 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(註:即市區重建局)補還水及電力的按金。
- 2. 在交付時,買方不須向擁有人支付清理廢料的費用。

備註

- 1. 在交付時,買方須根據公契向管理人(而非擁有人)支付清理廢料的費用,如擁有人已支付清理廢料的費用, 買方須向擁有人補還清理廢料的費用。
- 2. 住宅物業不設氣體供應。

Defect liability warranty period

欠妥之處的保養責任期

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

按買賣合約的規定,住宅物業及其裝置、裝修物料或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為期6個月內。

Maintenance of slopes

斜坡維修

Not applicable 不適用

Modification

修訂

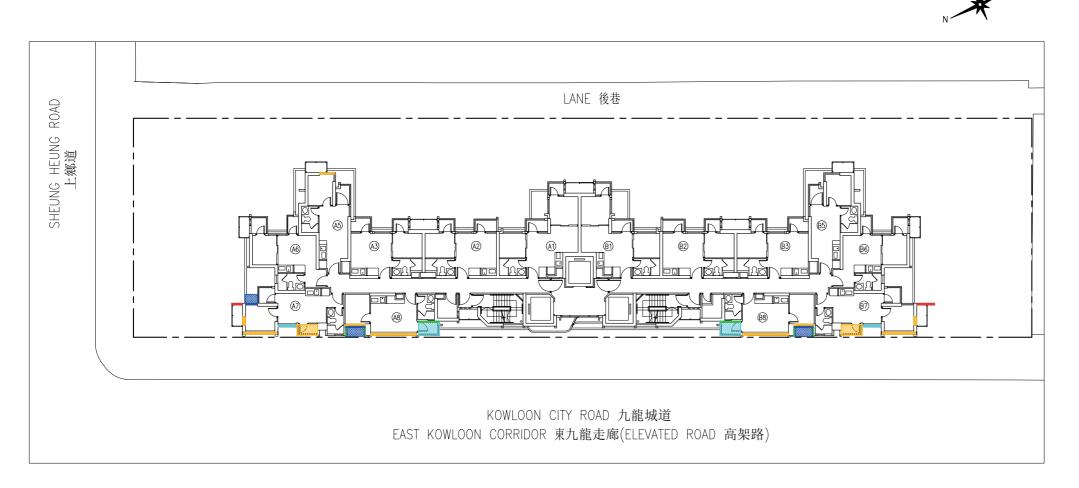
No application is made to the Government for a modification of the Land Grant for this development.

本發展項目並沒有向政府提出申請修訂批地文件。

有關資料

Noise Mitigation Measures 経緩噪音之措施

8/F 8樓



Remark.

Noise mitigation measures include concrete wall with sound absorption material, acoustic window(s), acoustic fin(s) (which may affect the views outside the individual unit(s)), maintenance window(s), fixed glazing, enhanced acoustic balcony(ies) and maintenance utility platform(s) applied to selected residential properties. No owner of residential properties shall make or permit or suffer to be made any alteration or conversion or modification of the concrete wall with sound absorption material, acoustic window(s), acoustic fin(s), maintenance window(s), fixed glazing, enhanced acoustic balcony(ies) and maintenance utility platform(s) or other installation(s) without the prior written consent of the Building Authority and other relevant Government authorities.

備註:

舒緩噪音之措施包括適用於個別住宅物業的附有吸音物料的石屎牆、減音窗、隔音鰭(隔音鰭或會對個別單位對外之景觀造成影響)、維修用窗、隔音玻璃、強效減音 露台和維修用工作平台。若沒有建築事務監督及其他政府有關當局的事先書面同意,住宅物業的業主不可作出或允許或忍受他人作出對附有吸音物料的石屎牆、減音 窗、隔音鰭、維修用窗、隔音玻璃、強效減音露台和維修用工作平台或其他裝置的任何改動或變更。

Legend 圖例

Acoustic Window (Top-Hung Type) with Acoustic Fin 減音窗 (上懸式)配隔音鰭

Acoustic Window (Top-Hung Type)
with Acoustic Fin and Maintenance Window
(Not for Ventilation Purpose)

減音窗(上懸式)配隔音鰭及維修用窗(不作通風用途)

Enhanced Acoustic Balcony 強效減音露台

Fixed Glazing 隔音玻璃

Maintenance Window
(Not for Ventilation Purpose)
維修用窗 (不作通風用途)

Maintenance Utility Platform with Self-closing Door (Not for Ventilation Purpose)

維修用工作平台配自掩門(不作通風用途)

Vertical Acoustic Fin 豎立隔音鰭

附有吸音物料的石屎牆

Concrete Wall with Sound Absorption Material

The following listed measures against adverse noise impact adjacent road networks should be provided at some units at the residential tower:

- 1) 0.9m to 1.5m long vertical acoustic fins.
- 2) Maintenance window (not for ventilation purpose).
- 3) Maintenance utility platform with self-closing door (not for ventilation purpose).
-) Acoustic window (Top-Hung type) with acoustic fin.
- 5) Acoustic window (Top-Hung type) with acoustic fin and maintenance window (Not for Ventilation Purpose).
- 6) Enhanced acoustic balcony.
- 7) Fixed Glazing.
- S) Concrete wall with sound absorption material.

Please refer to the drawings and table attached to this section for indicative locations for respective measures.

住宅大樓之某些單位需設置下列措施以緩解由附近交通網絡產生之噪音:

- 1) 0.9米至1.5米長之豎立隔音鰭。
- 2) 維修用窗(不作通風用途)。
- 3) 維修用工作平台配自掩門(不作通風用途)。
- 4) 減音窗(上懸式)配隔音鰭。
- 5) 減音窗(上懸式)配隔音鰭及維修用窗(不作通風用途)。
- 6) 強效減音露台。
- 7) 隔音玻璃。
- 8) 附有吸音物料的石屎牆。

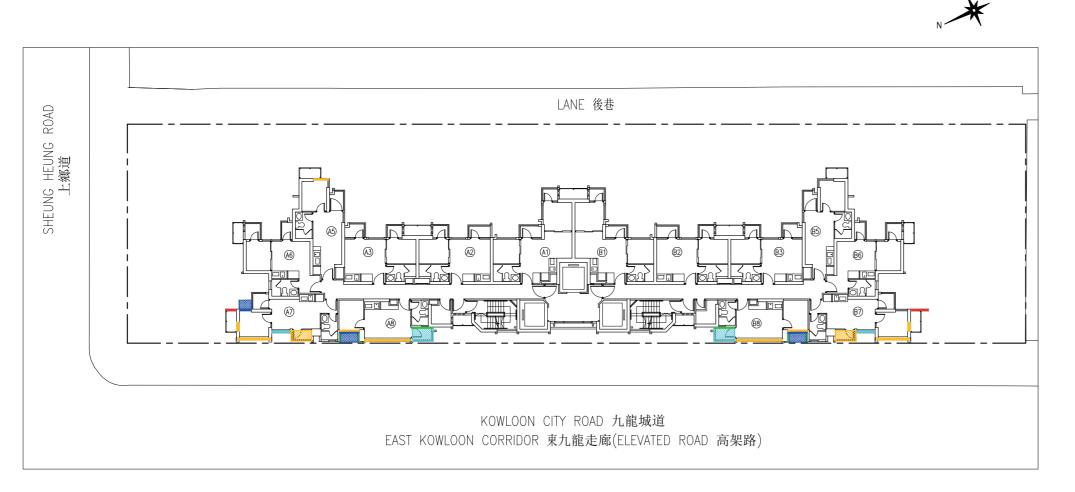
有關措施之大約位置,請參看本節附圖及附表。

有關資料

Noise Mitigation Measures

紓緩噪音之措施

9/F - 12/F, 15/F - 23/F & 25/F - 31/F (13/F, 14/F & 24/F are omitted) 9樓至12樓、15樓至23樓及25樓至31樓(不設13樓、14樓及24樓)



Remark.

Noise mitigation measures include concrete wall with sound absorption material, acoustic window(s), acoustic fin(s) (which may affect the views outside the individual unit(s)), maintenance window(s), fixed glazing, enhanced acoustic balcony(ies) and maintenance utility platform(s) applied to selected residential properties. No owner of residential properties shall make or permit or suffer to be made any alteration or conversion or modification of the concrete wall with sound absorption material, acoustic window(s), acoustic fin(s), maintenance window(s), fixed glazing, enhanced acoustic balcony(ies) and maintenance utility platform(s) or other installation(s) without the prior written consent of the Building Authority and other relevant Government authorities.

備註:

紓緩噪音之措施包括適用於個別住宅物業的附有吸音物料的石屎牆、減音窗、隔音鰭(隔音鰭或會對個別單位對外之景觀造成影響)、維修用窗、隔音玻璃、強效減音露台和維修用工作平台。若沒有建築事務監督及其他政府有關當局的事先書面同意,住宅物業的業主不可作出或允許或忍受他人作出對附有吸音物料的石屎牆、減音窗、隔音鰭、維修用窗、隔音玻璃、強效減音露台和維修用工作平台或其他裝置的任何改動或變更。

Legend 圖例

Acoustic Window (Top-Hung Type) with Acoustic Fin 減音窗 (上懸式)配隔音鰭

Acoustic Window (Top-Hung Type)
with Acoustic Fin and Maintenance Window
(Not for Ventilation Purpose)

減音窗(上懸式)配隔音鰭及維修用窗(不作通風用途)

Enhanced Acoustic Balcony 強效減音露台

Fixed Glazing 隔音玻璃

Maintenance Window
(Not for Ventilation Purpose)
維修用窗 (不作通風用途)

Maintenance Utility Platform
with Self-closing Door
(Not for Ventilation Purpose)
維修用工作平台配自掩門 (不作通風用途)

Vertical Acoustic Fin

豎立隔音鰭

Concrete Wall with Sound Absorption Material附有吸音物料的石屎牆

The following listed measures against adverse noise impact adjacent road networks should be provided at some units at the residential tower:

- 1) 0.9m to 1.5m long vertical acoustic fins.
- 2) Maintenance window (not for ventilation purpose).
- 3) Maintenance utility platform with self-closing door (not for ventilation purpose).
- 4) Acoustic window (Top-Hung type) with acoustic fin.
- 5) Acoustic window (Top-Hung type) with acoustic fin and maintenance window (Not for Ventilation Purpose).
- 6) Enhanced acoustic balcony.
- 7) Fixed Glazing.
- B) Concrete wall with sound absorption material.

Please refer to the drawings and table attached to this section for indicative locations for respective measures.

住宅大樓之某些單位需設置下列措施以緩解由附近交通網絡產生之噪音:

- 1) 0.9米至1.5米長之豎立隔音鰭。
- 2) 維修用窗(不作通風用途)。
- 3) 維修用工作平台配自掩門(不作通風用途)。
- 4) 減音窗(上懸式)配隔音鰭。
- 5) 減音窗(上懸式)配隔音鰭及維修用窗(不作通風用途)。
- 6) 強效減音露台。
- 7) 隔音玻璃。
- 8) 附有吸音物料的石屎牆。

有關措施之大約位置,請參看本節附圖及附表。

有關資料

Noise Mitigation Measures

紓緩噪音之措施

Location of Acoustic Window (Top-Hung type) with Acoustic Fin, Acoustic Window (Top-Hung type) with Acoustic Fin and Maintenance Window, Enhanced Acoustic Balcony, Fixed Glazing, Maintenance Window (Not for Ventilation Purpose), Maintenance Utility Platform with Self-closing Door (Not for Ventilation Purpose), Vertical Acoustic Fin and Concrete Wall with Sound Absorption Material at respective Residential Properties. 減音窗(上懸式)配隔音鰭及維修用窗、強效減音露台、隔音玻璃、維修用窗 (不作通風用途)、維修用工作平台配自掩門 (不作通風用途)、豎立隔音鰭及附有吸音物料的石屎牆於個別住宅物業的位置。

| Floor 樓層 | Residential Unit 住宅單位 | Acoustic Window (Top-Hung type) with Acoustic Fin 減音窗(上懸式)配 隔音鰭 | Acoustic Window (Top-Hung type) with Acoustic Fin and Maintenance Window (Not for ventilation purpose) 減音窗(上懸式)配隔音 鰭及維修用窗(不作通 風用途) | Enhanced Acoustic Balcony 強效減音露台 | Fixed Glazing 隔音玻璃 | Maintenance Window (Not for ventilation purpose) 維修用窗 (不作通風用途) | Maintenance Utility Platform with Self- closing Door (Not for ventilation purpose) 維修用工作平台配自 掩門 (不作通風用途) | Vertical Acoustic Fin 豎立隔音鰭 | Concrete Wall with Sound Absorption Material 附有吸音物料的石屎牆 |
|--|-----------------------------|---|--|---|----------------------------|---|--|-------------------------------------|--|
| | A5 | - | - | - | - | Master Bedroom 主人睡房 | - | - | - |
| | A7 | Master Bedroom 主人睡房 | - | - | Living/Dining Room 客/飯廳 | Master Bedroom 主人睡房 | Outside Living/Dining Room 客/飯廳外面 | Outside Master Bedroom 主人睡房外面 | - |
| 8/F-12/F, 15/F-23/F & 25/F-31/F 8樓至12樓、 15樓至23樓及 | A8 | - | Master Bedroom 主人睡房 | Outside Living/Dining Room 客/飯廳外面 | - | Living/Dining Room 客/飯廳 | - | - | Outside Master Bedroom, Enhanced Acoustic Balcony 主人睡房外面、 強效減音露台 |
| 25樓至31樓 | В7 | - | - | - | Living/Dining Room 客/飯廳 | Master Bedroom 主人睡房 | Outside Living/Dining Room 客/飯廳外面 | Outside Master Bedroom 主人睡房外面 | - |
| | B8 | - | Master Bedroom 主人睡房 | Outside Living/Dining Room 客/飯廳外面 | - | Living/Dining Room 客/飯廳 | - | - | Outside Master Bedroom, Enhanced Acoustic Balcony 主人睡房外面、 強效減音露台 |

Remarks:

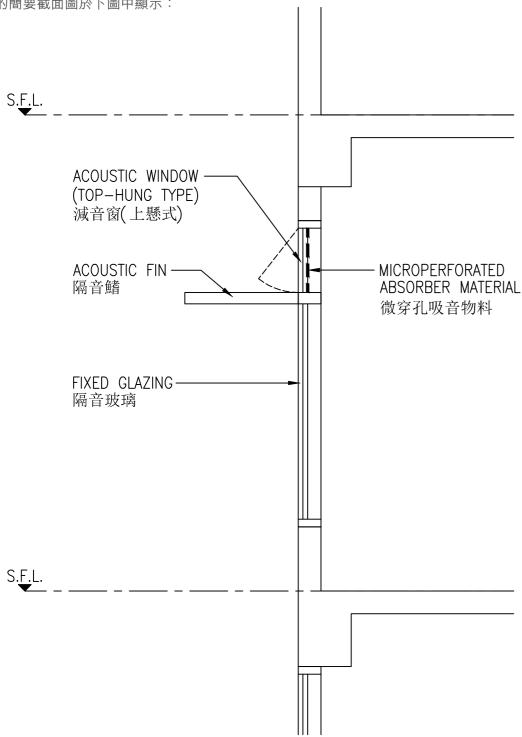
- 1. 13/F,14/F and 24/F are omitted.
- 2. Noise mitigation measures include concrete wall with sound absorption material, acoustic window(s), acoustic fin(s) (which may affect the views outside the individual unit(s)), maintenance window(s), fixed glazing, enhanced acoustic balcony(ies) and maintenance utility platform(s) applied to selected residential properties. No owner of residential properties shall make or permit or suffer to be made any alteration or conversion or modification of the concrete wall with sound absorption material, acoustic window(s), acoustic fin(s), maintenance window(s), fixed glazing, enhanced acoustic balcony(ies) and maintenance utility platform(s) or other installation(s) without the prior written consent of the Building Authority and other relevant Government authorities.

備註:

- 1. 不設13樓、14樓及24樓。

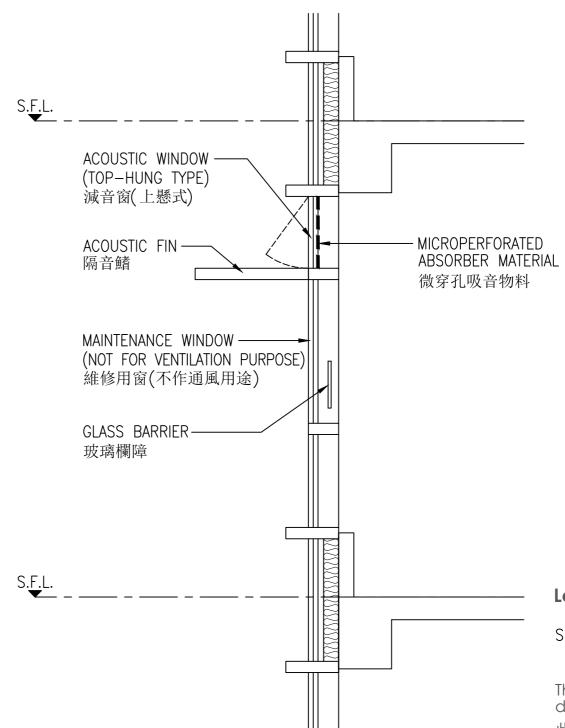
有關資料

The brief sections of the acoustic window are shown in plans below: 減音窗的簡要截面圖於下圖中顯示:



Section Plan of Acoustic Window at Unit A7 of 8/F - 12/F, 15/F - 23/F & 25/F - 31/F (13/F, 14/F & 24/F are omitted) 8樓至12樓、15樓至23樓及25樓至31樓(不設13樓、14樓及24樓)之 A7單位減音窗之截面圖

Note: Purchasers should note that the noise mitigation measures may materially affect the enjoyment of the relevant residential properties (such as affecting the view of the relevant residential properties).



Section Plan of Acoustic Window at Units A8 & B8 of 8/F - 12/F, 15/F - 23/F & 25/F - 31/F (13/F, 14/F & 24/F are omitted) 8樓至12樓、15樓至23樓及25樓至31樓 (不設13樓、14樓及24樓) 之A8及B8單位減音窗之截面圖

備註: 買方須注意, 紓緩噪音之措施可能對享用相關住宅物業造成重大影響(例如 影響相關住宅物之景觀)。

Legend 圖例

S.F.L = Structural Floor Level 結構樓面標高

These section plans are not drawn to scale.

此截面圖並非按照比例繪圖。

Address of the website designated by the vendor for the development

賣方就發展項目指定的互聯網網站的網址

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

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

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

於印製售樓說明書前呈交予並已獲建築事務監督批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料,請見下表。如印製售樓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。

| | | Area (m²) 面積(平方米) |
|--------|---|-----------------------|
| | Disregarded GFA under Building (Planning) Regulations 23(3)(b) 根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積 | |
| 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) | 1319.947 |
| 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 regulation such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery 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師作業備考》或規例限制的強制性設施或必要機房,例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等 | 200.412 |
| 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 equiment, 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 | 834.002 |
| 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 | 44.036 |
| | Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第1及第2號提供的環保設施 | |
| 3. | Balcony 露台 | 294.000 |
| 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 Right Righ | 3.571 |
| 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 | 68.964 |
| 9. | Utility platform 工作平台 | 157.500 |
| 10. | Noise barrier 隔音屏障 | Not Applicable 不適用 |

申請建築物總樓面面積寬免的資料

| | | Area (m²) 面積(平方米) |
|--------|--|-----------------------|
| | Amenity Features 適意設施 | |
| 11. | Counter, office, store, 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 | 30.225 |
| 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 | 377.433 |
| 13. | Covered landscaped and play area 有上蓋的園景區及遊樂場 | 344.108 |
| 14. | Horizontal screens / covered walkways, trellis 橫向屏障/有蓋人行道、花棚 | Not Applicable 不適用 |
| 15. | Larger lift shaft 擴大升降機井道 | 104.848 |
| 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 | 85.363 |
| 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 | 10.703 |
| 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 | 147.968 |
| 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 Exempted Items 其他獲豁免的項目 | |
| 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 | Not Applicable 不適用 |
| 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 | 339.986 |
| 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 GFA 額外總樓面面積 | |
| 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.

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

申請建築物總樓面面積寬免的資料

Environmental Assessment of the Building 建築物的環境評估

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 brochure or its addenda.

Provisional GOLD

Application no.: PAG0047/18



綠色建築認證

在印刷此售樓說明書或其附頁前,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 金級





申請編號: PAG0047/18

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

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

| Part I 第I部分 | | | | |
|--|---|---|--|--|
| Provision of Central Air Conditioning 提供中央空調 | No 否 | | | |
| Provision of Energy Efficient Features 提供具能源效益的設施 | Yes 是 | | | |
| Energy Efficient Features proposed 擬安裝的具能源效益的設施 | 1. Lighting Installations 照明裝置 2. Air Conditioning Installations 空調裝置 | 3. Electrical Installations 電力裝置 4. Lift & Escalator Installations 升降機及自動梯的裝置 | | |

| Part II: The predicted annual energy use of the proposed building / part of building (Note 1) 第II部分:擬興建樓宇/部分樓宇預計每年能源消耗量 (註腳1): - | | | | | |
|--|---|---|--|--|---|
| | | Annual Energy Use of Baseline Building ^(Note 2) 基線樓宇 ^(註腳2) 每年能源消耗量 | | Annual Energy Use of Proposed Building 擬興建樓宇每年能源消耗量 | |
| Location 位置 | Internal Floor Area Served (m²) 使用有關裝置的內部樓面面積(平方米) | Electricity kWh/ m ² / annum 電力 千瓦小時/平方米/年 | Town Gas / LPG unit/ m ² / annum 煤氣/石油氣 用量單位/平方米/年 | Electricity kWh/ m ² / annum 電力 千瓦小時/平方米/年 | Town Gas / LPG unit/ m²/ annum 煤氣/石油氣 用量單位/平方米/年 |
| Area served by central building services installation (Note 3) 有使用中央屋宇裝備裝置(註腳3)的部分 | 2513 | 228 | Not Applicable 不適用 | 175 | Not Applicable 不適用 |

申請建築物總樓面面積寬免的資料

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

第Ⅲ部分:以下裝置乃按機電工程署公布的相關實務守則設計:-

| Type of Installations 裝置類型 | YES 是 | NO 否 | N/A 不適用 |
|--|----------|---------|------------|
| Lighting Installations 照明裝置 | ✓ | | |
| Air Conditioning Installations 空調裝置 | ✓ | | |
| Electrical Installations 電力裝置 | ✓ | | |
| Lift & Escalator Installations 升降機及自動梯的裝置 | ✓ | | |
| Performance-based Approach 以總能源為本的方法 | | | ✓ |

Notes

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

註腳:

- 1. 一般而言,一棟樓宇的預計"每年能源消耗量"愈低,其節約能源的效益愈高。如一棟樓宇預計的"每年能源消耗量"低於該樓宇的"基線樓宇每年能源消耗量",則代表預計該樓宇的能源應用較其基線樓宇有效,削減幅度愈大則 代表有關樓宇能源節約的效益愈高。
 - 預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算〕,指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商,其中:-
 - (a) "每年能源消耗量"與新建樓宇 BEAM Plus 標準(現行版本)第4節及附錄8中的「年能源消耗」具有相同涵義;及
 - (b) 樓宇、空間或單位的"內部樓面面積",指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- 2. "基準樓宇"與新建樓宇BEAM Plus標準(現行版本)第4節及附錄8中的"基準建築物模式(零分標準)"具有相同涵義。
- 3. "中央屋宇裝備裝置"與樓宇的屋宇裝備裝置能源效益實務守則(2010年2月版)(草稿)中的涵義相同。

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

- 1. 買方須於正式買賣合約(「買賣合約」)下與賣方約定,除訂立按揭或押記外,在買賣完成及簽署轉讓契前,買方不得提名任何人士接受買賣合約指明之住宅單位或停車位之轉讓、轉售該住宅單位或停車位或以任何形式轉移該住宅單位或停車位之買賣合約之權益、或訂立任何有關上述提名、轉售或轉移權益之協議。
- 2. 若賣方應買賣合約下買方要求同意(同意與否賣方有酌情權決定)取消買賣合約或買賣合約下買方之責任, 賣方有權保留等同買賣合約指明之住宅單位及停車位總售價5%之金額,另買方須向賣方繳付或補還(視屬 何情況而定)所有與取消買賣合約有關之法律費用、收費及開銷(包括任何印花税)。
- 3. 賣方將會或已經(視屬何情況而定)支付所有關發展項目在其上興建之土地於批文件日期起計至相關買家轉讓契日期(包括該兩日)期間之未付地税。
- 4. 已簽署買賣合約之買方,如已支付不多於港幣\$100之象徵式費用(按每次要求計),有權獲取(而當其要求時將獲提供)以下資料之最新紀錄印本:完成發展項目的總建築費用及總專業費用及截至該要求作出當月前之月份完結時已支出和繳付之總建築費用及總專業費用。
- 5. 有關在批地文件特別條件第(4)條提及之「綠色範圍」的資料及要求在本售樓説明書的「批地文件的摘要」 一節中詳細列出。

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

Date of Printing: 28 February 2019 印製日期: 2019年2月28日

Examination Record

檢視紀錄

| Examination / | Revision Made | |
|---------------|---------------|-----------------------------|
| Revision Date | Page number | Revision Made |
| 18 March 2019 | 26-31, 77 | Typing error is corrected |
| | 81, 83, 85 | Printing error is corrected |

| 檢視/修改日期 | | 所作修改 |
|------------|------------|--------|
| | 頁次 | 所作修改 |
| 2019年3月18日 | 26-31, 77 | 更正打印錯字 |
| | 81, 83, 85 | 更正排印錯誤 |