

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

面積表 AREA SCHEDULE

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

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The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 發展項目住宅物業並無陽台。  
There is no verandah in the residential properties in the Development.
3. 住宅樓層不設4樓、13樓、14樓、24樓及34樓。  
Residential floors 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

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6樓 - 20樓 6/F - 20/F	A	84.212 (906) 露台 Balcony: 3.043 (33) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	B	84.212 (906) 露台 Balcony: 3.043 (33) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	C	62.660 (674) 露台 Balcony: 2.194 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	D	76.998 (829) 露台 Balcony: 2.790 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	E	77.927 (839) 露台 Balcony: 2.825 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	F	63.099 (679) 露台 Balcony: 2.248 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

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21樓 21/F	A	84.823 (913) 露台 Balcony: 3.043 (33) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	B	84.823 (913) 露台 Balcony: 3.043 (33) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	C	62.660 (674) 露台 Balcony: 2.194 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	D	76.998 (829) 露台 Balcony: 2.790 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	E	77.927 (839) 露台 Balcony: 2.825 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	F	63.099 (679) 露台 Balcony: 2.248 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

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22樓 - 38樓 22/F - 38/F	A	92.507 (996) 露台 Balcony: 3.360 (36) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	B	92.507 (996) 露台 Balcony: 3.360 (36) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	C	62.597 (674) 露台 Balcony: 2.224 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	D	76.851 (827) 露台 Balcony: 2.790 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	E	77.781 (837) 露台 Balcony: 2.825 (30) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–
	F	63.071 (679) 露台 Balcony: 2.248 (24) 工作平台 Utility Platform: 1.500 (16) 陽台 Verandah: –	–	–	–	–	–	–	–	–	–	–

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39樓 39/F	A	92.507 <b>(996)</b> 露台 Balcony: 3.360 <b>(36)</b> 工作平台 Utility Platform: 1.500 <b>(16)</b> 陽台 Verandah: –	–	–	–	–	–	–	29.824 <b>(321)</b>	–	–	–
	B	92.507 <b>(996)</b> 露台 Balcony: 3.360 <b>(36)</b> 工作平台 Utility Platform: 1.500 <b>(16)</b> 陽台 Verandah: –	–	–	–	–	–	–	29.824 <b>(321)</b>	–	–	–
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	D	76.851 <b>(827)</b> 露台 Balcony: 2.790 <b>(30)</b> 工作平台 Utility Platform: 1.500 <b>(16)</b> 陽台 Verandah: –	–	–	–	–	–	–	18.174 <b>(196)</b>	–	–	–
	E	105.190 <b>(1,132)</b> 露台 Balcony: 2.825 <b>(30)</b> 工作平台 Utility Platform: 1.500 <b>(16)</b> 陽台 Verandah: –	–	–	–	26.402 <b>(284)</b>	–	–	–	–	–	–

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

不適用 Not applicable

## 臨時買賣合約的摘要 Summary of preliminary agreement for sale and purchase

- (a) 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。

(b) 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。

(c) 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—

(i) 該臨時合約即告終止；

(ii) 有關的臨時訂金即予沒收；及

(iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。
- (a) A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.

(b) The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.

(c) If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement—

(i) that preliminary agreement is terminated;

(ii) the preliminary deposit is forfeited; and

(iii) the owner does not have any further claim against the purchaser for the failure.



# 公契的摘要 Summary of deed of mutual covenant

## 1. 「發展項目」的公用部分

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

「發展項目公用地方及設施」指及包括：

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

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

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

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

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

「市集大樓公用地方及設施」指及包括：

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

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

「住宅公用地方及設施」指及包括：

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

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

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

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

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

## 2. 分配予發展項目每個住宅物業的不分割份數數目

每個住宅物業獲分配的不分割份數數額請參閱本節以下的「不分割份數分配表」。

## 3. 發展項目管理人的委任年期

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

## 4. 發展項目各住宅物業擁有人分擔管理開支的基準

每個業主須按下列方式分擔預算管理開支：

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

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

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

## 5. 計算管理費按金的基準

管理費按金的金額相等於每個「單位」應繳的首年預算「管理開支」十二分之二。

## 6. 擁有人在發展項目中保留作自用的範圍(如有的話)

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

不分割份數分配表

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

# 公契的摘要 Summary of deed of mutual covenant

## 1. The common parts of the Development

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

“Development Common Areas and Facilities” means and includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



公契的摘要 Summary of deed of mutual covenant

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

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

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

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

Table of Allocation of Undivided Shares

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

# 批地文件的摘要 Summary of land grant

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

2. 該地段的批租年期為50年，由2012年7月24日開始生效。

3. 「批地文件」一般條款第4條訂明：

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

4. 「批地文件」一般條款第6條訂明：

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

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

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

5. 「批地文件」一般條款第8條訂明：

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

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

6. 「批地文件」一般條款第10條訂明：

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

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

7. 「批地文件」特別條款第(2)條訂明：

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

8. 「批地文件」特別條款第(5)條訂明：

『(a)「承批人」應：

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

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

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

以便於「綠色範圍」建造建築物及供車輛和行人往來；

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

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

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

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

9. 「批地文件」特別條款第(6)條訂明：

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

10. 「批地文件」特別條款第(7)條訂明：

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

11. 「批地文件」特別條款第(8)條訂明：

『(a)「承批人」佔管「綠色範圍」期間於所有合理時間：

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



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

## 12.「批地文件」特別條款第(11)條訂明：

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

## 13.「批地文件」特別條款第(12)條訂明：

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

## 14.「批地文件」特別條款第(13)條訂明：

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

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

## 15.「批地文件」特別條款第(16)條訂明：

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

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



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

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

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

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

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

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

16. 「批地文件」特別條款第(17)條訂明：

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

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

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

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

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

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

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

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

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

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

17. 「批地文件」特別條款第(18)條訂明：

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

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

(c) 「承批人」應：

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

(I) 在「行人徑及停車處範圍」進行鋪設及平整工程；

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

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

以便車輛和行人往來「行人徑及停車處範圍」；

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

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

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



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

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

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



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## 20.「批地文件」特別條款第(22)條訂明：

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

## 21.「批地文件」特別條款第(31)條訂明：

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

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

## 22.「批地文件」特別條款第(33)條訂明：

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

## 23.「批地文件」特別條款第(34)條訂明：

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

## 24.「批地文件」特別條款第(35)條訂明：

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

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

## 25.「批地文件」特別條款第(36)條訂明：

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

## 26.「批地文件」特別條款第(39)條訂明：

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“(a) The Grantee shall :

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

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

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

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

(ii) within 72 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (6) hereof.

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

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

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

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

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

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

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

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

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

- (i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (5)(b) hereof and any other works which the Director may consider necessary in the Green Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Grantee shall co-operate fully with the Government and also with the relevant public utility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## 26.Special Condition No. (39) of the Land Grand Stipulates that:-

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

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

## A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

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

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

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

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

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

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

不適用。

## E. 顯示上述設施、休憩用地及土地中該等部分的位置的圖則

見本節最後之圖則。

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

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

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

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

## 2.「批地文件」特別條款第(6)條訂明：

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

## 3.「批地文件」特別條款第(7)條訂明：

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

## 4.「批地文件」特別條款第(8)條訂明：

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

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

## 5.「批地文件」特別條款第(35)條訂明：



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

## 6. 「批地文件」特別條款第(16)條訂明：

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

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

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

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

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

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

(I) 設計和建造「未來行人天橋」及相關的必要地盤勘察及測量工程；

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

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

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

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

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

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

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

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

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

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

## 7. 「批地文件」特別條款第(17)條訂明：

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



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

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

### 8. 「批地文件」特別條款第(18)條訂明：

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

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

(c) 「承批人」應：

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

(I) 在「行人徑及停車處範圍」進行鋪設及平整工程；

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

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

以便車輛和行人往來「行人徑及停車處範圍」；

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

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

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

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

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

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

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

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

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

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

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



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

## 9. 「批地文件」特別條款第(20)條訂明：

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

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

- (l) 就本特別條款而言，「承批人」一詞並不包括其受讓人。」

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

不適用。

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

1. 「發展項目」的《公契及管理協議》（「公契」）第1.1條訂明：

『於「本公契」內，除上下文意另行允許或規定外，以下詞語將具以下釋義：

…

### 「毗鄰業主」

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

### 「公用地方及設施」

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

### 「發展項目」

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

### 「發展項目公用地方及設施」

指及包括：

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

### 「行人徑及停車處範圍」

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

### 「未來行人天橋」

指政府批地書特別條款第(16)(a)條所載的未來行人天橋；

### 「未來行人天橋附屬構築物」

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



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## 「綠色範圍」

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

## 「內部行人通道」

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

## 「管理開支」

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

## 「管理人」

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

## 「公眾休憩用地」

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

## 「住宅公用地方及設施」

指及包括：

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

...

## 2. 「公契」第3.1(a)條訂明：

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

- (a) 有權進行「未來行人天橋附屬構築物」的更改或其他工程，然而：

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

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

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

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

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

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

...

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

## 3. 「公契」第4.6條訂明：

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

...

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

...

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

...

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

...

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

...

## 4. 「公契」第4.7(a)條訂明：

『年度預算須劃分為下列部分：

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

...

## 5. 「公契」第5.1條訂明：

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

...

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

## 6. 「公契」第5.2(i)條訂明：

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

...



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- (i) 按照「本公契」及「政府批地書」規定維修、管理和修理「綠色範圍」、「未來行人天橋附屬構築物」、「內部行人通道」、「行人徑及停車處範圍」和「私人休憩用地」。』

## 7. 「公契」第10.5(a)(ii)條訂明：

『除了上述規定在公共告示板上張貼通知外，按本文需要發送的一切通知或要求，只要通過預付郵資郵件寄給或放置在收件方擁有的「單位」或投入其信箱，即使該收件方沒有親自佔用該等「單位」，即為妥善送達。但是：—

...

- (ii) 所有發送或提供予「公眾休憩用地」「業主」的帳目、報告、預算案、通知、文件、催款通知書、資料及圖則，應通過預付郵資郵件寄給或手遞至市區重建局，地址為香港皇后大道中183號中遠大廈26樓，或「公眾休憩用地」「業主」不時以書面通知「管理人」的其他人士及地址。』

## 8. 「公契」第10.13條訂明：

『儘管本文另有任何規定，以及直至「綠色範圍」將會或被視作已依照「政府批地書」交還「政府」為止，「管理人」須負責保養「綠色範圍」及根據「政府批地書」特別條款第(5)(a)(iii)條於該處建造、安裝和提供的所有構築物、表面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器。「業主」須負責「綠色範圍」連同該處其他構築物的保養及修理費用和開支，猶如「公用地方及設施」一部分。』

## 9. 「公契」第10.14條訂明：

『(a)「業主」須依照「政府批地書」特別條款第(16)(d)條規定，自費管理及保養「未來行人天橋附屬構築物」，以保持功用及狀況良好，全面令「地政總署署長」滿意。

- (b) 如「地政總署署長」發出通知，「業主」應自行或透過管理人或「業主立案法團」，自費以地政總署署長全面滿意的方式執行「地政總署署長」指定的所有必要工程，暫時關閉「發展項目」任何通道口，以便接駁「未來行人天橋」，並須就暫時關閉通道口自費以「地政總署署長」全面滿意的方式執行任何必要的保養工程。』

## 10. 「公契」第10.15條訂明：

『(a)「業主」須自費管理及維修「內部行人通道」，以保持功用及狀況良好，全面令「地政總署署長」滿意。

- (b) 「業主」須按照「建築圖則」(只要關乎「內部行人通道」並經由「地政總署署長」根據「政府批地書」特別條款第(17)(a)(i)條批

准)保養「內部行人通道」。除非「地政總署署長」預先以書面同意，否則不得更改。

- (c) 「業主」須保持「內部行人通道」及「未來行人天橋附屬構築物」(或「地政總署署長」批准的當中任何部分)每日24小時或「地政總署署長」指定的其他時段照明充足和開放給公眾使用，以便公眾免費及暢通無阻步行或乘坐輪椅通行、進出、往返及行經「內部行人通道」及「未來行人天橋附屬構築物」(或「地政總署署長」批准的當中任何部分)。』

## 11. 「公契」第10.16條訂明：

『「業主」須自費管理及維修「行人徑及停車處範圍」和在該處建造、安裝及提供的所有構築物、表面、溝渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，令「地政總署署長」滿意。』

## 12. 「公契」第10.17條訂明：

『「公眾休憩用地」「業主」須自費保持、保養及管理「公眾休憩用地」以保持功用及狀況良好、安全和整潔健康，全面令「地政總署署長」滿意。為免存疑，「公眾休憩用地」「業主」須自費清理「公眾休憩用地」的垃圾並安排處置此等廢物。』

## 13. 「公契」第二附表A部分第3段訂明：

『「商業樓宇」的「業主」、「市集大樓」的「業主」及「公眾休憩用地」的「業主」和他們各自的佔用人無權使用「會所」。』

## 14. 「公契」第二附表B部分第1(c)、(d)、(e)、(f)、(g)及(h)段訂明：

『持有每份「不分割份數」和有權獨家持有、使用、佔用和享用連帶持有他的房產的「業主」受制於下列權利及特權：—

...

- (c) (1)「政府」、其人員、代理人、承建商、工人或其妥善授權的人員及(2)「毗鄰業主」、其妥善授權的人員、承建商或彼等的工人及獲妥善授權的其他人等，均擁有不受限制權利，可在預先向「業主」發出合理通知後，帶同或不帶同工具、設備、機器或駕車與否，免費通行、進出、往返和行經「公用地方及設施」，以作「政府批地書」特別條款第(16)(c)(i)條訂明與「未來行人天橋附屬構築物」相關的任何用途；

- (d) 政府及毗鄰業主有權從依照政府批地書特別條款第(16)條規定的未來行人天橋獲得發展項目支撐及享有連接的權利；

- (e) 公眾有權每日24小時或在「地政總署署長」指定的其他時段免費及暢通無阻地步行或乘坐輪椅通行及再通行、進出、往返

及行經「內部行人通道」及「未來行人天橋附屬構築物」(或「地政總署署長」批准的當中任何部分)；

- (f) 「地政總署署長」、其人員、承建商或彼等的工人及獲妥善授權的其他人等，均擁有自由及不受限制權利，帶同或不帶同工具、設備、機器或駕車與否，通行、進出、往返和行經「公用地方及設施」，以作「政府批地書」特別條款第(18)(d)條訂明與「行人徑及停車處範圍」相關的任何用途；

- (g) 所有公眾均有權無論日夜任何時間為任何合法目的自由及免費使用「行人徑及停車處範圍」中的停車處，以便從車輛上落乘客(包括的士)及/或步行或乘坐輪椅通行、進出、往返及行經「行人徑及停車處範圍」；

- (h) 所有公眾均有權無論日夜任何時間或「地政總署署長」全權酌情指定的其他時段，為任何合法目的自由及免費地通行、進出、往返及行經和享用「公眾休憩用地」。

...』

## 15. 「公契」第三附錄第8(e)條訂明：

『...

- (e) 「行人徑及停車處範圍」或當中任何部分除作停車處、車輛通道及行人或輪椅通道或「地政總署署長」全權酌情指定的其他用途外，不可作任何其他用途。「行人徑及停車處範圍」的停車處或當中任何部分均不能存放任何貨物。「行人徑及停車處範圍」的行人徑不可停泊貨車或車輛。

...』

## 16. 「公契」第三附錄第30(b)條訂明：

『(a) 構成「發展項目公用地方及設施」一部分的一樓平台外貌、飾面及/或正面(包括「未來行人天橋附屬構築物」)如需改動，必須預先取得「第一業主」書面批准，「第一業主」可基於更改工程會導致平台外貌、飾面及/或正面與「未來行人天橋」現已或將會連接的毗鄰發展項目不協調的理由拒絕批准。』

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

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

### 1. Description

- The “Green Area” and the “Green Area Structures” as referred to in Special Condition No.(5)(a)(i) of the Land Grant.
- The “Future Footbridge Associated Structures” as referred to in Special Condition No.(16)(a) of the Land Grant.
- The “Internal Pedestrian Walkway” as referred to and defined in Special Condition No.(17) of the Land Grant.
- The “Footpath and Lay-bys Area” as referred to in Special Condition No.(18)(a) of the Land Grant.
- The “Public Open Space” as referred to in Special Condition No.(20)(a) of the Land Grant.

### 2. The general public has the right to use the facilities or open spaces 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

- The “Green Area” and the “Green Area Structures” as referred to in Special Condition No.(5)(a)(i) of the Land Grant.
- The “Future Footbridge Associated Structures” as referred to in Special Condition No.(16)(a) of the Land Grant.
- The “Internal Pedestrian Walkway” as referred to and defined in Special Condition No.(17) of the Land Grant.
- The “Footpath and Lay-bys Area” as referred to in Special Condition No.(18)(a) of the Land Grant.
- The “Public Open Space” as referred to in Special Condition No.(20)(a) of the Land Grant.

### 2. The general public has the right to use the facilities or open spaces in accordance with the Land Grant.

### 3. The facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities or open spaces through the management expenses apportioned to the residential properties concerned. (Remark: regarding the Public Open Space, please see Clause 10.17 of the Deed of Mutual Covenant of the Development set out under H below.)

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

The “Public Open Space” as referred to in Special Condition No.(20)(a) of the Land Grant shall not be less than 450 square metres.

## D. Description of 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 in the end of this section.

## F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land mentioned in A to D above

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

“(a) The Grantee shall :

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

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

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

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

- within 72 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (6) hereof.

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

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.”

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

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

### 3. Special Condition No. (7) of the Land Grant Stipulates that:-

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

### 4. Special Condition No. (8) of the Land Grant Stipulates that:-



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

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

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and

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

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

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

“ The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as “the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer,

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

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

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

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

(b) In the event of the non-fulfilment of the Grantee’s obligation under sub-clauses (a) and (d) of this Special Condition, the Government may carry out the necessary construction or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the right of entry and the right of carrying out works conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(c) The Grantee hereby indemnifies and shall keep indemnified Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair, maintenance and replacement or use of the Future Footbridge Associated Structures.

(d) The Grantee shall, throughout the whole of the term hereby agreed to be granted, at his own expense manage and maintain the Future Footbridge Associated Structures in good and substantial repair and condition in all respects to the satisfaction of the Director.

(e) (i) Notwithstanding anything contained in these Conditions, the Government, its officers, agents, contractors, workmen or other duly authorized personnel with or without tools, equipment, plant, machinery or motor vehicles shall upon reasonable prior notice being given to the Grantee have the right of unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon free of costs for any of the following purpose

- (I) designing and constructing the Future Footbridges and carrying out site investigation and survey necessary for their design and construction;
  - (II) connecting the Future Footbridges to the Future Footbridge Associated Structures (the said connections are hereinafter referred to as “the Connections”); and
  - (III) inspecting, managing, repairing, maintaining, demolishing, reconstructing and replacing the Connections and the Future Footbridges or any part or parts thereof.
- (ii) The Government, its officers, agents, contractors, workmen or duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (e)(i) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (iii) Without prejudice to the provisions of sub-clause (e)(i) of this Special Condition, the Grantee shall, if and when and for such period or periods as required by the Director at any time and from time to time, permit any Government lessee or tenant for the time being of all that piece or parcel of ground to which any of the Future Footbridges are connected (hereinafter referred to as “the Adjoining Owner”), his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them (hereinafter collectively referred to as “the Adjoining Owner’s Authorized Persons”) with or without tools, equipment, machinery or motor vehicles upon reasonable prior notice being given to the Grantee the right of unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon free of costs for any of the purposes set out in sub-clause (e)(i) of this Special Condition. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by the Adjoining Owner or the Adjoining Owner’s Authorized Persons of the rights conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (f) There shall be excepted and reserved to the Government and the Adjoining Owner for the Future Footbridges the right of support from and the right of connection to the building or buildings erected or to be erected on the lot.
- (g) Upon demand by the Director, the Grantee shall by himself or through the manager appointed in accordance with the DMC (as

defined in Special Condition No. (27)(a)(i) hereof) for the time being of the lot or the Owners’ Corporation incorporated pursuant to the Building Management Ordinance, any regulations made thereunder and any amending legislation in respect of the lot at his own expense and in all respects to the satisfaction of the Director carry out all necessary works as shall be required by the Director for the temporary closure of any opening in the building or buildings erected or to be erected on the lot so as to enable the Future Footbridges to be connected thereto and shall at his own expense carry out all necessary maintenance works for the temporary closure in all respects to the satisfaction of the Director.

- (h) For the avoidance of doubt, the Grantee acknowledges and agrees that the Government gives no warranty or guarantee, expressed or implied, that the Future Footbridges will be constructed or connected to the lot and the Government shall be under no liability whatsoever to the Grantee for any loss or damage howsoever arising in connection therewith or as a consequence thereof if the Future Footbridges will not be constructed or connected to the lot in the future.
- (i) (i) In the event of any redevelopment of the lot or any part thereof whereby the Future Footbridge Associated Structures or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be required by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new supports and connections for connecting to the Future Footbridges or any new footbridge that may be constructed in replacement of the Future Footbridges or a part or parts thereof with such design, specifications and materials and at such width, levels and positions and with such associated facilities as the Director shall approve or require.
- (ii) In the event that any new supports and connections and associated facilities are constructed under sub-clause (i)(i) of this Special Condition, all the references to “the Future Footbridge Associated Structures” in these Conditions shall be deemed to refer to the said new supports and connections.”
7. Special Condition No. (17) of the Land Grant stipulates that:-
- “(a) (i) The Grantee shall on or before the 30th day of September 2018 (or such other extended date or dates as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director provide and construct within the lot an internal pedestrian walkway (together with such escalators, passenger lifts, staircases, ramps, facilities for the disabled and such other structures as the Director in his absolute discretion may require) (hereinafter collectively referred to as “the Internal Pedestrian Walkway”) so as to link up the Future Footbridges or such part thereof via the Future Footbridge Associated Structures or such part thereof as the Director may in his absolute discretion decide and the Grantee

shall thereafter throughout the term hereby agreed to be granted manage and maintain at his own expense the Internal Pedestrian Walkway in good and substantial condition and repair in all respects to the satisfaction of the Director. The Grantee shall, before carrying out any work in relation to the construction of the Internal Pedestrian Walkway, submit drawings, designs and specifications of the Internal Pedestrian Walkway including a plan indicating the routing, location and levels of the Internal Pedestrian Walkway to the Director for his approval. The Grantee shall not carry out any works whatsoever in relation to the construction of the Internal Pedestrian Walkway until the Director shall have given his written approval to the drawings, designs, specifications and plan aforesaid, and the Grantee shall comply with any requirements as may be imposed by the Director. The Grantee shall maintain the Internal Pedestrian Walkway in accordance with the approved drawings, designs, specifications and plans aforesaid and shall not alter the same without the prior written consent of the Director.

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



respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(e) The Internal Pedestrian Walkway shall be designated as and form part of the Common Areas referred to in Special Condition No. (27)(a)(v).

(f) (i) In the event of any redevelopment of the lot or any part thereof whereby the Internal Pedestrian Walkway or any part or parts thereof are required to be demolished, the Grantee shall if required by the Director, within such time limit as may be imposed by the Director, at his own expense and in all respects to the satisfaction of the Director replace the same by the construction and completion of such new internal pedestrian walkway of such design, with such materials and at such width, level and position as the Director may approve or require.

(ii) In the event that any new internal pedestrian walkway is constructed under sub-clause (f)(i) of this Special Condition, all the references to “the Internal Pedestrian Walkway” in these Conditions shall be deemed to refer to the said new internal pedestrian walkway.”

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

“(a) Except with the prior written consent of the Director and subject to Special Condition No. (9) hereof and sub-clause (b) of this Special Condition, no building or structure or support for any building or structure may be erected or constructed on, above, within, under, below or over the area shown coloured pink stippled black on PLAN I (hereinafter referred to as “the Pink Stippled Black Area”) and the Pink Hatched Black Stippled Black Area (the Pink Stippled Black Area and the Pink Hatched Black Stippled Black Area are hereinafter collectively referred to as “the Footpath and Lay-bys Area”) except for the structures constructed or to be constructed in accordance with sub-clause (c) of this Special Condition.

(b) Notwithstanding sub-clause (a) of this Special Condition, building or structure may be erected below the ground level of the Footpath and Lay-bys Area subject to the prior written approval of the Director. For the purpose of this Special Condition, the decision of the Director as to which level constitutes the ground level shall be final and binding upon the Grantee.

(c) The Grantee shall :

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

(I) lay and form the Footpath and Lay-bys Area;

(II) provide and construct such culverts, sewers, drains, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the said Structures”); and

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

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

(ii) within 72 calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Footpath and Lay-bys Area and provide the same with such gullies, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and

(iii) at all times manage and maintain at his own expense the Footpath and Lay-bys Area together with the said Structures and all structures, surfaces, gullies, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director.

(d) The Grantee shall at all reasonable times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (c) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition and any other works which the Director may consider necessary in the Footpath and Lay-bys Area.

(e) In the event of the non-fulfilment of any of the Grantee’s obligations under sub-clause (c) of this Special Condition within the prescribed period stated therein or as required in an emergency, the Government may carry out the necessary works at the cost of

the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(f) The Government, the Director, his officers, contractors and any other persons authorized by it or him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (c) of this Special Condition or the exercise of the rights by the Government under sub-clauses (d) and (e) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers and persons by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Grantee shall not use the Footpath and Lay-bys Area or any part or parts thereof for any purpose other than as lay-bys, vehicular access and pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods shall be stored within the Pink Stippled Black Area or any part or parts thereof. Subject to sub-clause (b) of this Special Condition, no goods or vehicles shall be stored or parked within the Pink Hatched Black Stippled Black Area.

(h) (i) The Grantee shall, after the works referred to in sub-clauses (c)(i) and (c)(ii) of this Special Condition have been completed to the satisfaction of the Director, permit all members of the public at all times during day and night for all lawful purposes freely and without payment of any nature whatsoever to use the lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) and/or to exercise the right of vehicular access as permitted under sub-clause (h)(ii) of this Special Condition, and/or to pass and repass on foot or by wheelchair along, to, from, through and over the Footpath and Lay-bys Area.

(ii) For the purpose of picking up and setting down of passengers from motor vehicles (including taxis) as stipulated in sub-clause (h)(i) of this Special Condition, the Grantee shall have the right of ingress or egress to or from the Pink Stippled Black Area for the passage of motor vehicles between the points X and Y through Z shown and marked on PLAN I.

(iii) The Government or the Director or its authorized officers shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clauses (h)(i) and (h)(ii) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (i) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (h)(i) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Footpath and Lay-bys Area or any part or parts thereof to the public for the right of passage.
  - (j) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (h)(i) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
  - (k) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (14)(c) hereof, there shall not be taken into account the spaces provided with the lot in accordance with sub-clause (c)(i)(III) of this Special Condition.
  - (l) The spaces provided within the lot in accordance with sub-clause (c)(i)(III) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (27)(a)(v) hereof.”
9. Special Condition No. (20) of the Land Grant stipulates that:-
- “(a) The Grantee shall on or before the date specified in Special Condition No. (10) hereof at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot a public open space which shall not be less than 450 square metres and shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials, in such design and with such equipment and facilities, including such facilities for the passage of wheelchairs, as may be required or approved by the Director (hereinafter referred to as “the Public Open Space”).
  - (b) No building works (other than demolition works and site formation works) shall commence on the lot until the location and design of the Public Open Space has been approved by the Director in writing.
  - (c) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain and manage the Public Open Space in good and substantial repair and condition and keep the same in a safe, clean, neat, tidy and healthy condition in all respects to the satisfaction of the Director.

- (d) The Grantee shall after the completion of the construction of the Public Open Space in compliance with sub-clause (a) of this Special Condition permit all members of the public at all times during day and night or within such time as the Director may at his sole discretion require, for all lawful purposes to pass and repass on, along, over, by and through and to enjoy the Public Open Space freely and without payment of any nature whatsoever.
- (e) Except with the prior written approval of the Director, the Grantee shall allocate to the Public Open Space a number of undivided shares in the lot which in the opinion of the Director is appropriate in the DMC referred to in Special Condition No. (27) hereof.
- (f) Notwithstanding anything to the contrary herein contained, including without limitation the provisions of Special Condition No. (26) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Public Open Space or any part thereof and the undivided shares allocated thereto or any part thereof or any interest therein or enter into any agreement so to do.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (d) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Open Space to the public for the right of passage.
- (h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (i) The Government shall be under no liability whatsoever to the Grantee in respect of any loss, damage, nuisance, disturbance, death or injury of whatsoever nature caused to or suffered by the Grantee arising out of or incidental to the use of the Public Open Space by members of the public under sub-clause (d) of this Special Condition and no claim shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance, disturbance, death or injury.
- (j) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, losses, damages,

charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, provision, use, repair, maintenance and management of the Public Open Space.

- (k) Prior to any assignment or disposal of the lot or any part thereof or any interest therein or any building or part of the building thereon or the entering into of any agreement so to do, the Grantee shall at his own expense execute and deliver to the Director a written guarantee in favour of the Government, whereby the Grantee unconditionally and irrevocably :

- (i) guarantees the compliance with this Special Condition and the performance of his obligations under this Special Condition; and

- (ii) indemnifies and shall keep indemnified the Government against all losses, damages, costs, charges, expenses and liabilities which may be incurred by the Government by reason of or arising out of any breach or non-performance of any of his obligations under this Special Condition.

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

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

## **G. Provisions of the deed of dedication that concern those facilities and open spaces and those parts of the land mentioned in A to D above**

Not applicable.

## **H. 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 mentioned in A to D above**

1. Clause 1.1 of the Deed of Mutual Covenant and Management Agreement (“DMC”) of the Development stipulates that:-

“In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires :-

...

“Adjoining Owner”

means any Government lessee or tenant for the time being of all that piece or parcel of ground to which any of the Future Footbridges are or will be connected;



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## “Common Areas and Facilities”

means the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Market Block Common Areas and Facilities;

## “Development”

means the whole of the development comprising the Residential Accommodation, the Commercial Accommodation, the Market Block, the Public Open Space, the Common Areas and Facilities known or intended to be known as “My Central” constructed or in the course of construction on the Land, all structures, facilities and services whatsoever installed or provided in, under on or over the Land for the use of the Development or any part or parts thereof, including without limiting the generality of the foregoing all machinery and equipment in or upon the Development and all stairways, lifts, cables, pipes, drainage and sewage for use of the Development;

## “Development Common Areas and Facilities”

means and includes :-

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

## “Footpath and Lay-bys Area”

means “the Footpath and Lay-bys Area” as referred to in Special Condition No.(18)(a) of the Government Grant and the footpath and the lay-bys area are for identification purpose only shown and marked “FOOTPATH” and “LAY-BY” on the Upper Ground Floor plan of the DMC Plans respectively together with such culverts, sewers, drains, pavements, roads or such other structures as may be provided and constructed thereon and therein;

## “Future Footbridges”

means “the Future Footbridges” as referred to in Special Condition No.(16)(a) of the Government Grant;

## “Future Footbridge Associated Structures”

means “the Future Footbridge Associated Structures” as referred to in Special Condition No.(16)(a) of the Government Grant which are for identification purpose only shown coloured Green Stippled Black on the Level 1 and Level 2 Floors plans of the DMC plans;

## “Green Area”

means “the Green Area” as referred to in Special Condition No.(5)(a)(i)(I) of the Government Grant and shown coloured Green on the plan annexed to the Government Grant together with the bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands in his sole discretion may require;

## “Internal Pedestrian Walkway”

means “the Internal Pedestrian Walkway” as referred to and defined in Special Condition No.(17) of the Government Grant and for the purpose of identification marked as such in Green on the Level 1 Floor plan of the DMC Plans;

## “Management Expenses”

means all expenses, costs and charges and necessarily and reasonably incurred or to be incurred for the management of the Land and the Development (but for the avoidance of doubt, excluding the Public Open Space) provided in this Deed;

## “Manager”

means the DMC Manager or any other person who for the time being appointed, for the purposes of this Deed, managing the Development (excluding the Public Open Space);

## “Public Open Space”

means “the Public Open Space” as referred to in Special Condition No.(20)(a) of the Government Grant and for identification purpose only shown coloured Pink on the Lower Ground Floor, the Ground Floor and Upper Ground Floor plans of the DMC Plans.

## “Residential Common Areas and Facilities”

means and includes :-

(a) such areas and facilities of and in the Land and the Development serving exclusively the Residential Accommodation as a

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

...”

2. Clause 3.1(a) of the DMC stipulates that:-

“The First Owner shall for as long as it remains the beneficial owner of any Undivided Share have the sole and absolute right in its absolute and unfettered discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

(a) The right to carry out alteration or other works to the Future Footbridge Associated Structures PROVIDED THAT:

(i) the exercise of this right shall not interfere with an Owner’s right to hold, use, occupy and enjoy his Unit or unreasonably impede or restrict the access to or from such Unit;

(ii) all approvals or consents required under the law and the Government Grant by all relevant authorities have been obtained;

(iii) the First Owner shall be solely responsible for any fee or costs payable in obtaining the approvals or consents referred to in paragraph (ii) above and for carrying out such alteration or other works;

(iv) the other Owners will not be required to bear or pay any additional management fee or other fees, expenses or contribution under this Deed as a result of the exercise of such right by the First Owner;

(v) the First Owner shall give reasonable prior written notice to the Owner(s) of the Residential Unit(s) which may be affected prior to the exercise of his rights under this clause; and

(vi) the First Owner shall ensure that the least disturbance is caused to the other Owners and shall at his own expense make

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good any damage caused by the exercise of his rights under this clause.

...

Notwithstanding anything contained in the foregoing provision to the contrary, the exercise of the above rights and privileges shall not interfere with the other Owners' right to hold, use occupy and enjoy their Units and shall not restrict or impede other Owners' access to their Units.

## 3. Clause 4.6 of the DMC stipulates that:-

"The annual budget shall cover the Management Expenses for the Common Areas and Facilities and the Green Area (until the possession thereof is redelivered to the Government) including without limiting the generality of the foregoing:-

...

(d) the provision of security guard services for the Development (but for the avoidance of doubt, excluding the Public Open Space) and the cost of employing caretakers, watchmen, cleaners, lift operators, attendants, clubhouse staff, management staff and gardeners and such other staff to manage and administer the Common Areas and Facilities;

...

(f) the Government rent payable under the Government Grant (but only if no apportionment or separate assessments have been made for individual Units and shall exclude the Government rent attributable to the Public Open Space);

...

(k) the costs of removal and disposal of rubbish from the Development (but for the avoidance of doubt, excluding the Public Open Space);

...

(o) the cost of repairing, maintaining and managing the Green Area under this Deed and/or pursuant to the Government Grant.

..."

## 4. Clause 4.7(a) of the DMC stipulates that:-

"The annual budget shall be divided into the following parts:-

(a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required

for the proper management of the Land and the Development, the Development Common Areas and Facilities and the Green Area; and

..."

## 5. Clause 5.1 of the DMC stipulates that:-

"Subject to the provisions of the Building Management Ordinance, the management of the Land and the Development (for the purpose of this Clause, excluding the Public Open Space) shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause 4.1 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and subject to provisions of the Building Management Ordinance the Manager has the authority to act for and behalf of all Owners in accordance with the provisions of this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Land and the Development and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

...

PROVIDED ALWAYS THAT the Manager shall not be regarded as having or deemed to have undertaken the management of the Public Open Space which shall be the duties of the Owner of the Public Open Space."

## 6. Clause 5.2(i) of the DMC stipulates that:-

"Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power:-

...

(i) To maintain, manage and repair the Green Area, the Future Footbridge Associated Structures, the Internal Pedestrian Walkway, the Footpath and Lay-bys Area and the Private Open Space in accordance with this Deed and the Government Grant."

## 7. Clause 10.5(a)(ii) of the DMC stipulates that:-

"Subject as hereinbefore provided in the case of notices to be affixed to the public notice boards, all notices or demands required to be served hereunder shall be sufficiently served if addressed to the party to whom the notices or demands are given and sent by prepaid post to or left at the Unit or the letter box thereof of which the party to be served is the Owner notwithstanding that such party shall not personally occupy the same PROVIDED THAT:-

...

(ii) All accounts, reports, budgets, notices, documents, demands, information and plans to be served on or provided to the Owner of the Public Open Space shall be sent by prepaid post or delivered by hand to Urban Renewal Authority, 26th Floor, COSCO Tower, 183 Queen's Road Central, Hong Kong, or such other person and address as nominated by the Owner of the Public Open Space in writing to the Manager from time to time."

## 8. Clause 10.13 of the DMC stipulates that:-

"Notwithstanding anything herein contained and until such time as possession of the Green Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Government Grant, the Manager shall be responsible for the maintenance of the Green Area 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 in accordance with Special Condition No. (5)(a)(iii) of the Government Grant and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green Area and other structures thereon or therein as if they were part of the Common Areas and Facilities."

## 9. Clause 10.14 of the DMC stipulates that:-

"(a) The Owners shall at their own expense manage and maintain the Future Footbridge Associated Structures in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands in accordance with Special Condition No. (16) (d) of the Government Grant.

(b) Upon demand by the Director of Lands, the Owners shall by themselves or through the Manager or the Owners' Corporation at their own expense and in all respects to the satisfaction of the Director of Lands carry out all necessary works as shall be required by the Director of Lands for the temporary closure of any opening in the Development so as to enable the Future Footbridges to be connected thereto and shall at their own expense carry out all necessary maintenance works for the temporary closure in all respects to the satisfaction of the Director of Lands."

## 10. Clause 10.15 of the DMC stipulates that:-

"(a) The Owners shall manage and maintain at their own expense the Internal Pedestrian Walkway in good and substantial condition and repair in all respects to the satisfaction of the Director of Lands.

(b) The Owners shall maintain the Internal Pedestrian Walkway in accordance with the Building Plans (in so far as they relate to the Internal Pedestrian Walkway and approved by the Director of Lands for the purpose of Special Condition No. (17)(a)(i) of the Government Grant) and shall not alter the same without the prior written consent of the Director of Lands.



- (c) The Owners shall keep the Internal Pedestrian Walkway and the Future Footbridge Associated Structures (or such part thereof as the Director of Lands may require or approve) illuminated and open for the use by the public 24 hours a day or for such other period of time as the Director of Lands may approve to pass and repass on foot or by wheelchair along, to, from, through and over the Internal Pedestrian Walkway and the Future Footbridge Associated Structures (or such part thereof as the Director of Lands may require or approve) free of charge and without any interruption.”

11. Clause 10.16 of the DMC stipulates that:-

“The Owners shall manage and maintain at their own expense the Footpath and Lay-bys Area together all structures, surfaces, gullies, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands.”

12. Clause 10.17 of the DMC stipulates that:-

“The Owner of the Public Open Space shall at his own expense upkeep, maintain and manage the Public Open Space in good and substantial repair and condition and keep the same in a safe, clean, neat, tidy and healthy condition in all respects to the satisfaction of the Director of Lands. For the avoidance of doubt, the Owner of the Public Open Space shall at his own expense remove any refuse from the Public Open Space and arrange for its disposal.”

13. Paragraphs 3 of Part A of Second Schedule to the DMC stipulates that:-

“The Owner(s) of the Commercial Accommodation, the Owner(s) of the Market Block and the Owner(s) of the Public Open Space and their respective occupiers shall have no right to use the Club House.”

14. Paragraphs 1(c), (d), (e), (f), (g) and (h) of Part B of Second Schedule to the DMC stipulates that:-

“The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

...

- (c) The right of unrestricted ingress, egress and regress of (1) the Government, its officers, agents, contractors, workmen or other duly authorized personnel and (2) the Adjoining Owner, his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them, with or without tools, equipment, machinery or motor vehicles upon reasonable prior notice being given to the Owners to, from and through the

Common Areas and Facilities free of costs for any of the purposes set out in Special Condition No. (16)(e)(i) of the Government Grant in relation to the Future Footbridges Associated Structures;

- (d) The right of support from and the right of connection to the Development of the Government and the Adjoining Owner for the Future Footbridges in accordance with Special Condition No. (16) of the Government Grant;

- (e) The right of public to pass and repass on foot or by wheelchair along, to, from, through and over the Internal Pedestrian Walkway and the Future Footbridge Associated Structures (or such part thereof as the Director of Lands may require or approve) free of charge and without any interruption 24 hours a day or for such other period of time as the Director of Lands may approve;

- (f) The right of free and unrestricted ingress, egress and regress of the Director of Lands, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, machinery or motor vehicles, to, from and through the Common Areas and Facilities for the purpose set out in Special Condition No. (18)(d) of the Government Grant in relation to the Footpath and Lay-bys Area;

- (g) The right of all members of the public at all times during day and night for all lawful purposes freely and without payment of any nature whatsoever to use the lay-bys of the Footpath and Lay-bys Area for the picking up and setting down of passengers from motor vehicles (including taxis) and/or to pass and repass on foot or by wheelchair along, to, from, through and over the Footpath and Lay-bys Area;

- (h) The right of all members of the public at all times during day and night or within such time as the Director of Lands may at his sole discretion require, for all lawful purposes to pass and repass on, along, over, by and through and to enjoy the Public Open Space freely and without payment of any nature whatsoever;

...”

15. Clause 8(e) of the Third Schedule to the DMC stipulates that:-

“...

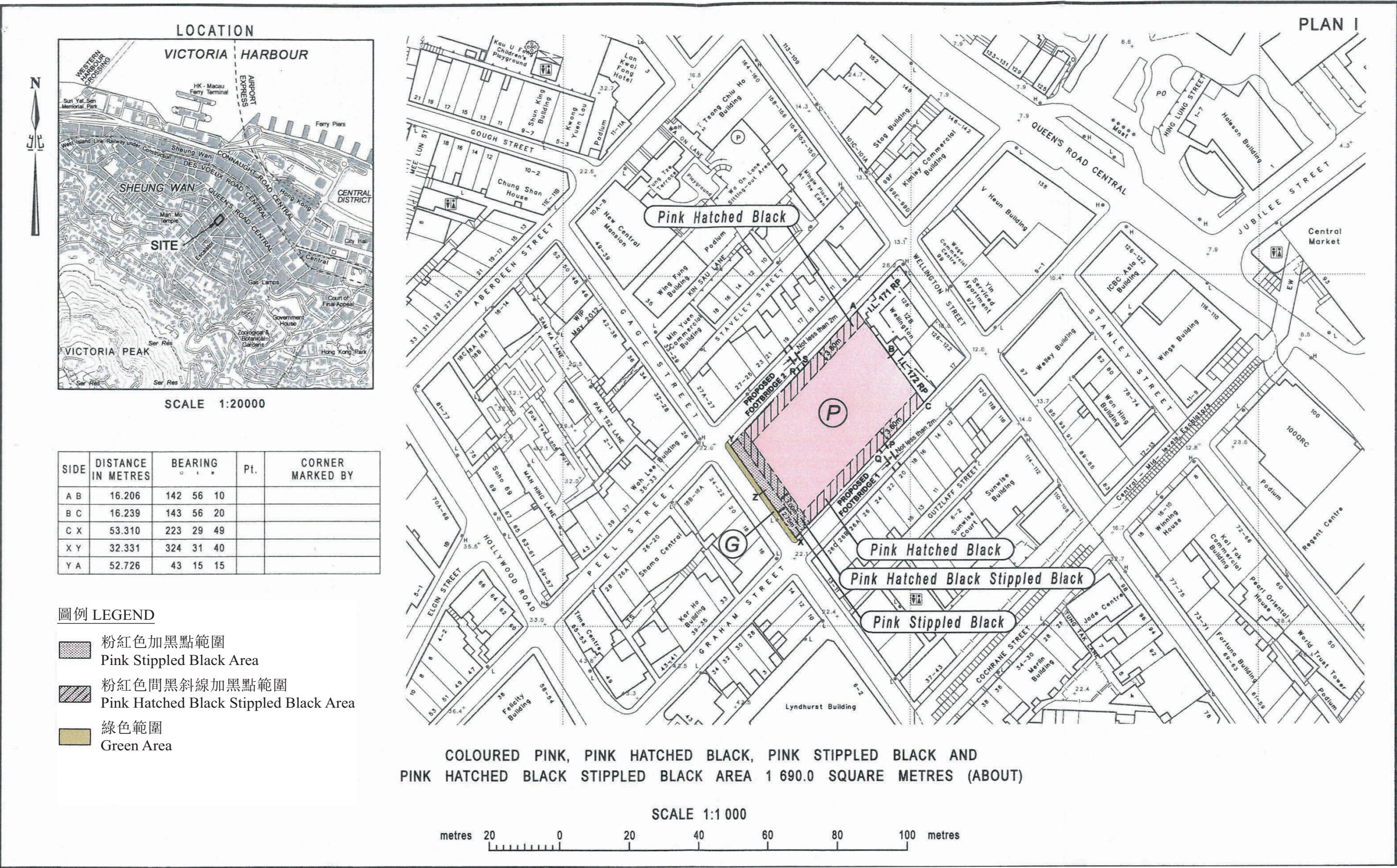
- (e) The Footpath and Lay-bys Area or any part or parts thereof shall not be used for any purpose other than as lay-bys, vehicular access and pedestrian passage on foot or by wheelchair or such other purposes as the Director of Lands in his sole discretion may approve. No goods shall be stored within the lay-bys of the Footpath and Lay-bys Area or any part or parts thereof. No goods or vehicles shall be stored or parked within the footpath of the Footpath and Lay-bys Area.

16. Clause 30(b) of the Third Schedule to the DMC stipulates that:-

“(b) Any change in the external appearance, finishing and/or façade of the podium on Level 1 Floor forming part of the Development Common Areas and Facilities (including the Future Footbridge Associated Structures) shall be subject to the prior written approval of the First Owner who may disapprove on the ground that the change will cause inconsistency between the external appearance, finishing and/or façade of the podium and those of the adjoining development(s) to which any of the Future Footbridges are or will be connected.”



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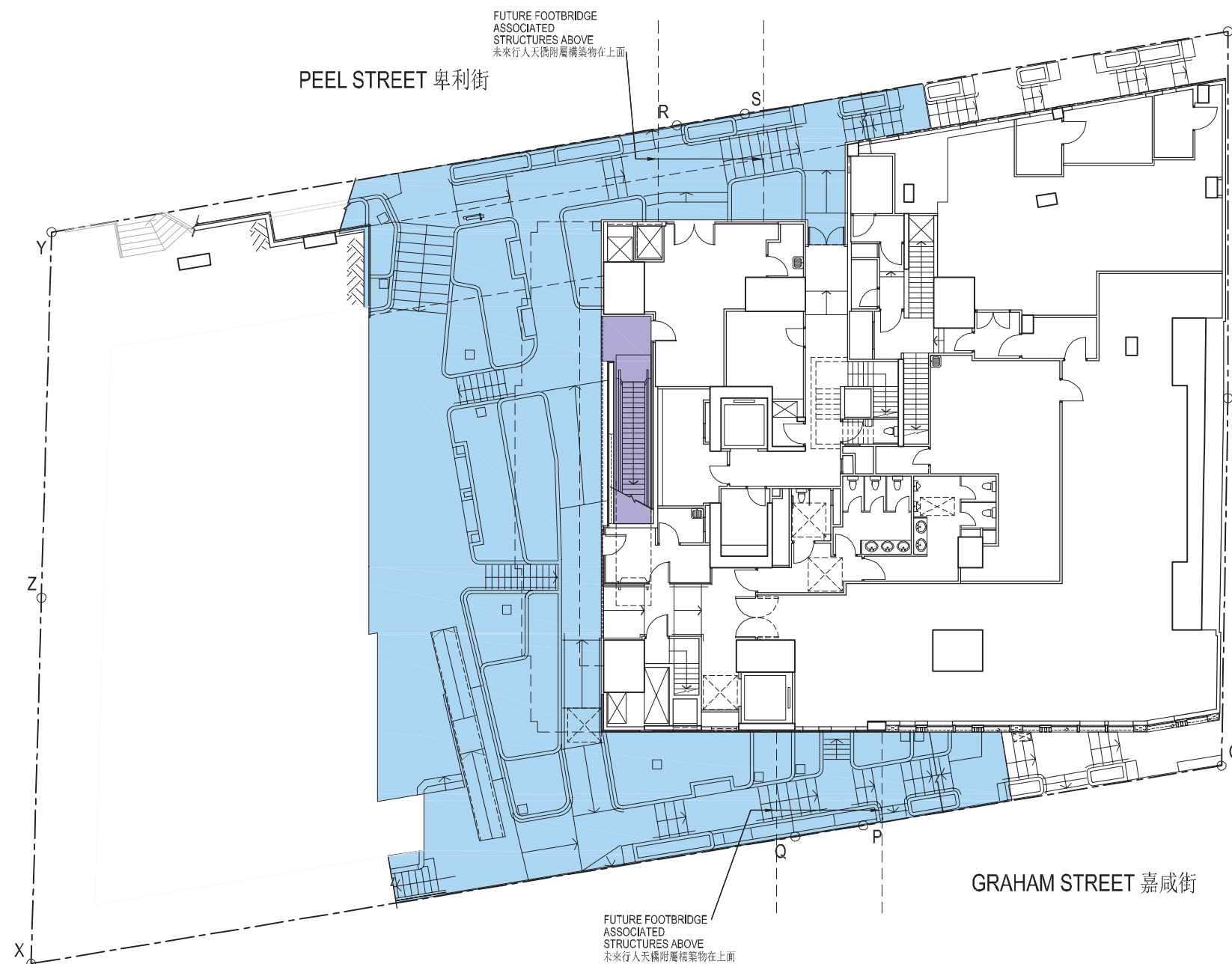
備註：此圖僅作顯示「綠色範圍」、「粉紅色加黑點範圍」及「粉紅色間黑斜線加黑點範圍」的位置，圖中所示之其他事項未必能反映其最新狀況。  
Remark: This plan is for showing the location of the Green Area, the Pink Stippled Black Area and the Pink Hatched Black Stippled Black Area only. Other matters shown in this plan may not reflect their latest conditions.



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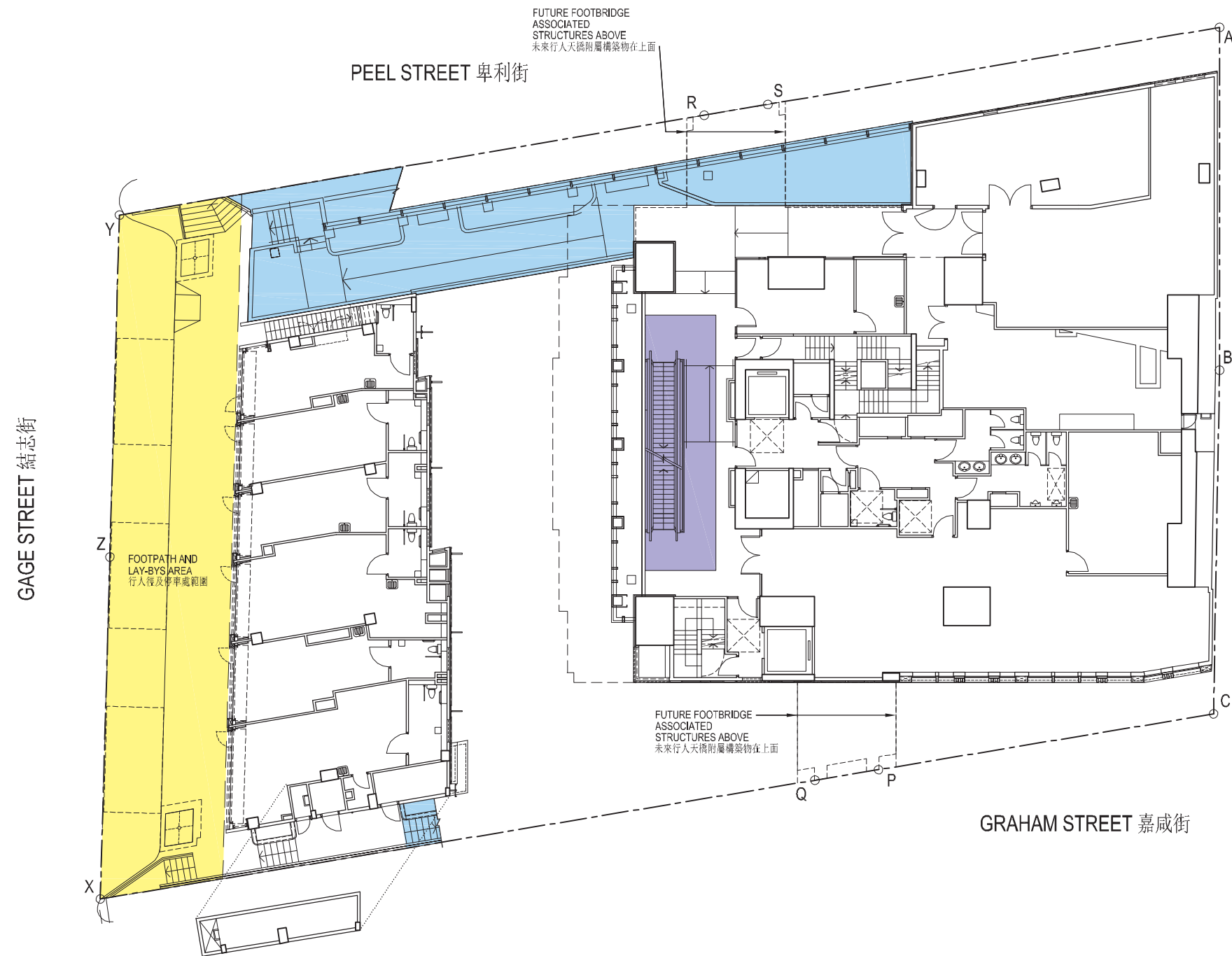
備註：以下各圖僅作顯示「行人徑及停車處範圍」、「未來行人天橋附屬構築物」、「公眾休憩用地」及「內部行人通道」的位置，圖中所示之其他事項未必能反映其最新狀況。

Remark: The plans below are for showing the locations of the Footpath and Lay-bys Area, Future Footbridge Associated Structures, the Public Open Space and the Internal Pedestrian Walkway only. Other matters shown in this plan may not reflect their latest conditions



地下平面圖  
GROUND FLOOR PLAN

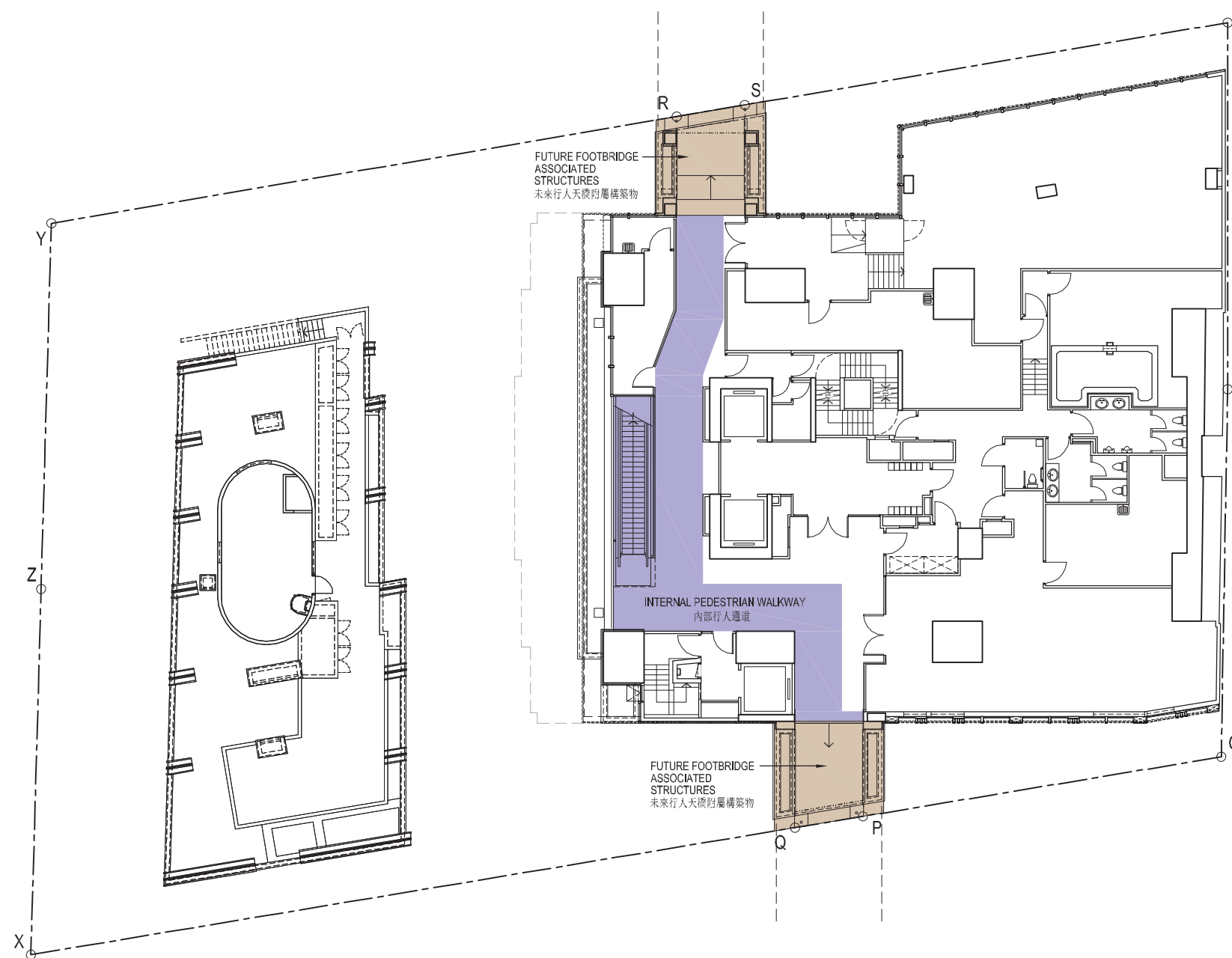
- 發展項目的邊界  
BOUNDARY OF THE DEVELOPMENT
- 公眾休憩用地  
PUBLIC OPEN SPACE
- 內部行人通道  
INTERNAL PEDESTRIAN WALKWAY



上層地下平面圖  
UPPER GROUND FLOOR PLAN

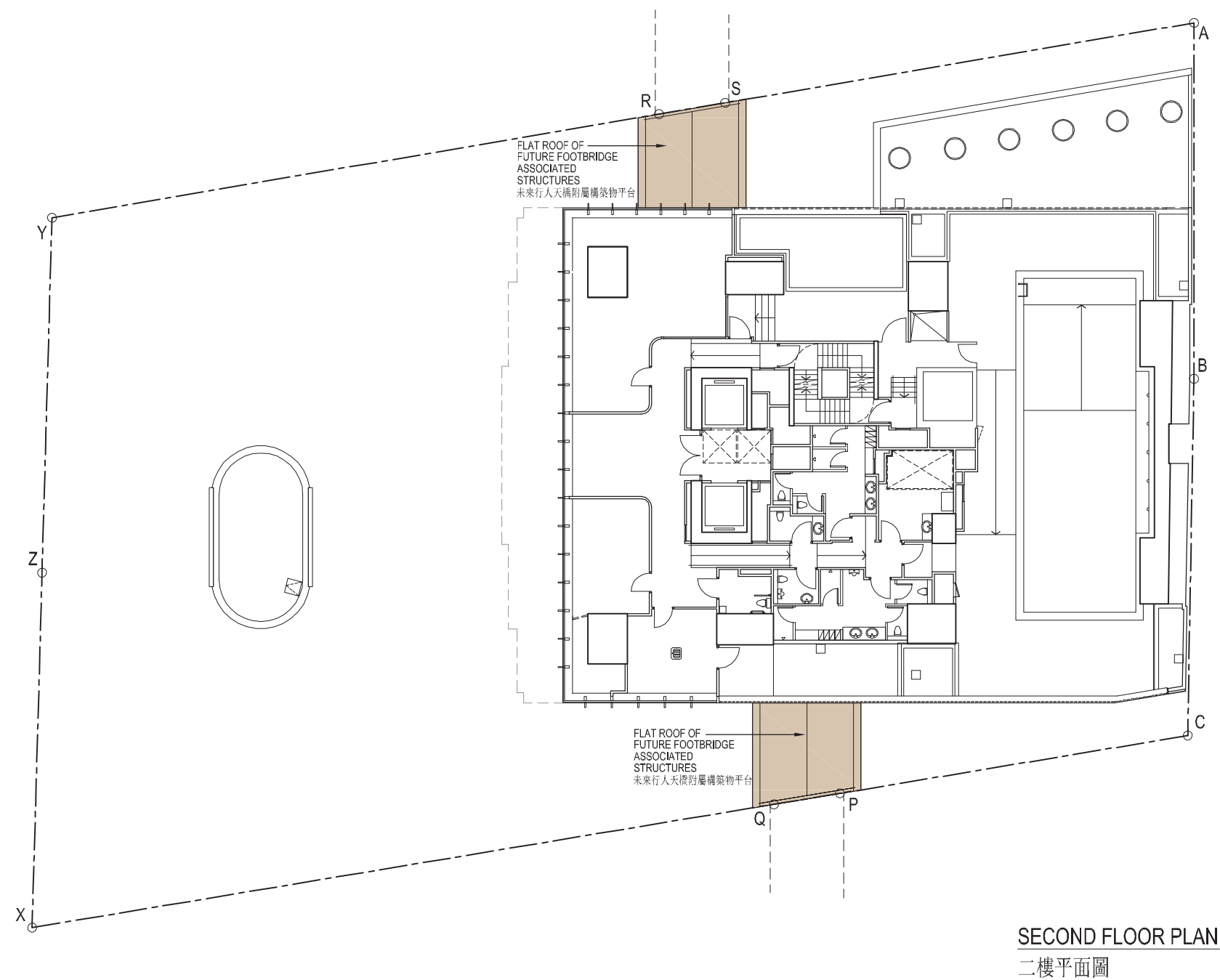
- 發展項目的邊界  
BOUNDARY OF THE DEVELOPMENT
- 公眾休憩用地  
PUBLIC OPEN SPACE
- 內部行人通道  
INTERNAL PEDESTRIAN WALKWAY
- 行人徑及停車處範圍  
FOOTPATH AND LAY-BYS AREA





1樓平面圖  
LEVEL 1 FLOOR PLAN

- 發展項目的邊界  
BOUNDARY OF THE DEVELOPMENT
- 內部行人通道  
INTERNAL PEDESTRIAN WALKWAY
- 未來行人天橋附屬構築物  
FUTURE FOOTBRIDGE ASSOCIATED STRUCTURES





# 對買方的警告 Warning to purchasers

1. 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。

2. 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。

3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突—

(a) 該律師事務所可能不能夠保障買方的利益；及

(b) 買方可能要聘用一間獨立的律師事務所；及

(c) 如屬上述(b)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。
1. 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.

2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.

3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser-

(a) that firm may not be able to protect the purchaser’s interests; and

(b) the purchaser may have to instruct a separate firm of solicitors; and

(c) that in the case of paragraph (b) above, 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.

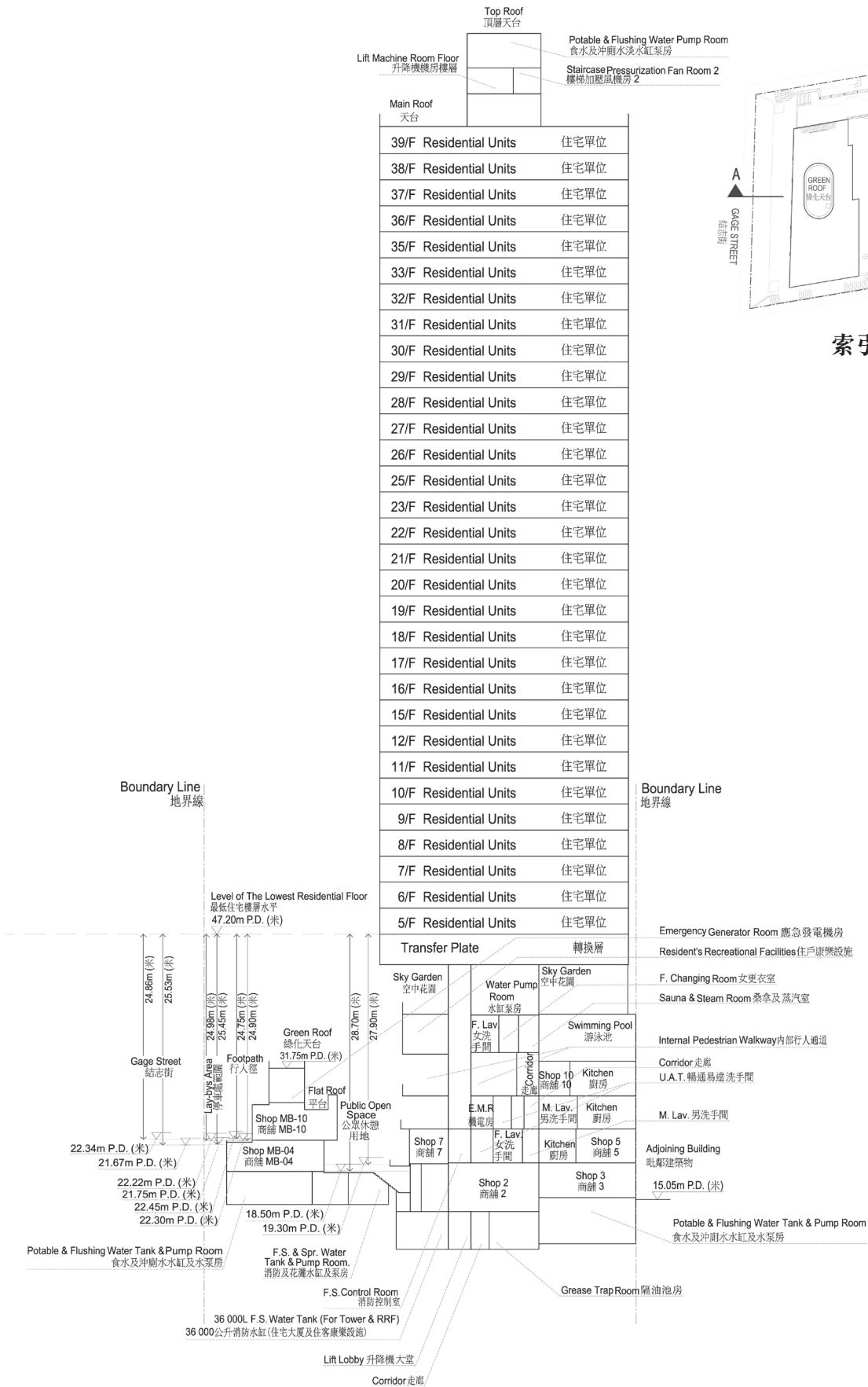
發展項目中的建築物的橫截面圖 Cross-section plan of building in the development

毗連建築物的一段公眾休憩用地為香港主水平基準以上18.50至19.30米。  
The part of Public Open Space adjacent to the building is 18.50 to 19.30 metres above the Hong Kong Principal Datum.

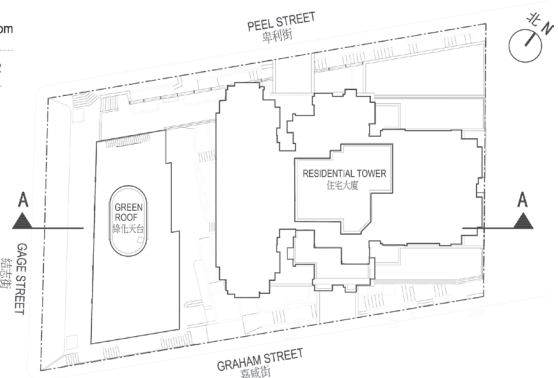
毗連建築物的一段行人徑為香港主水平基準以上22.30 至22.45米。  
The part of Footpath adjacent to the building is 22.30 to 22.45 metres above the Hong Kong Principal Datum.

毗連建築物的一段停車處範圍為香港主水平基準以上21.75 至22.22米。  
The part of Lay-bys Area adjacent to the building is 21.75 to 22.22 metres above the Hong Kong Principal Datum.

毗連建築物的一段結志街為香港主水平基準以上21.67 至22.34米。  
The part of Gage Street adjacent to the building is 21.67 to 22.34 metres above the Hong Kong Principal Datum.



橫截面圖 A-A CROSS-SECTION PLAN A-A

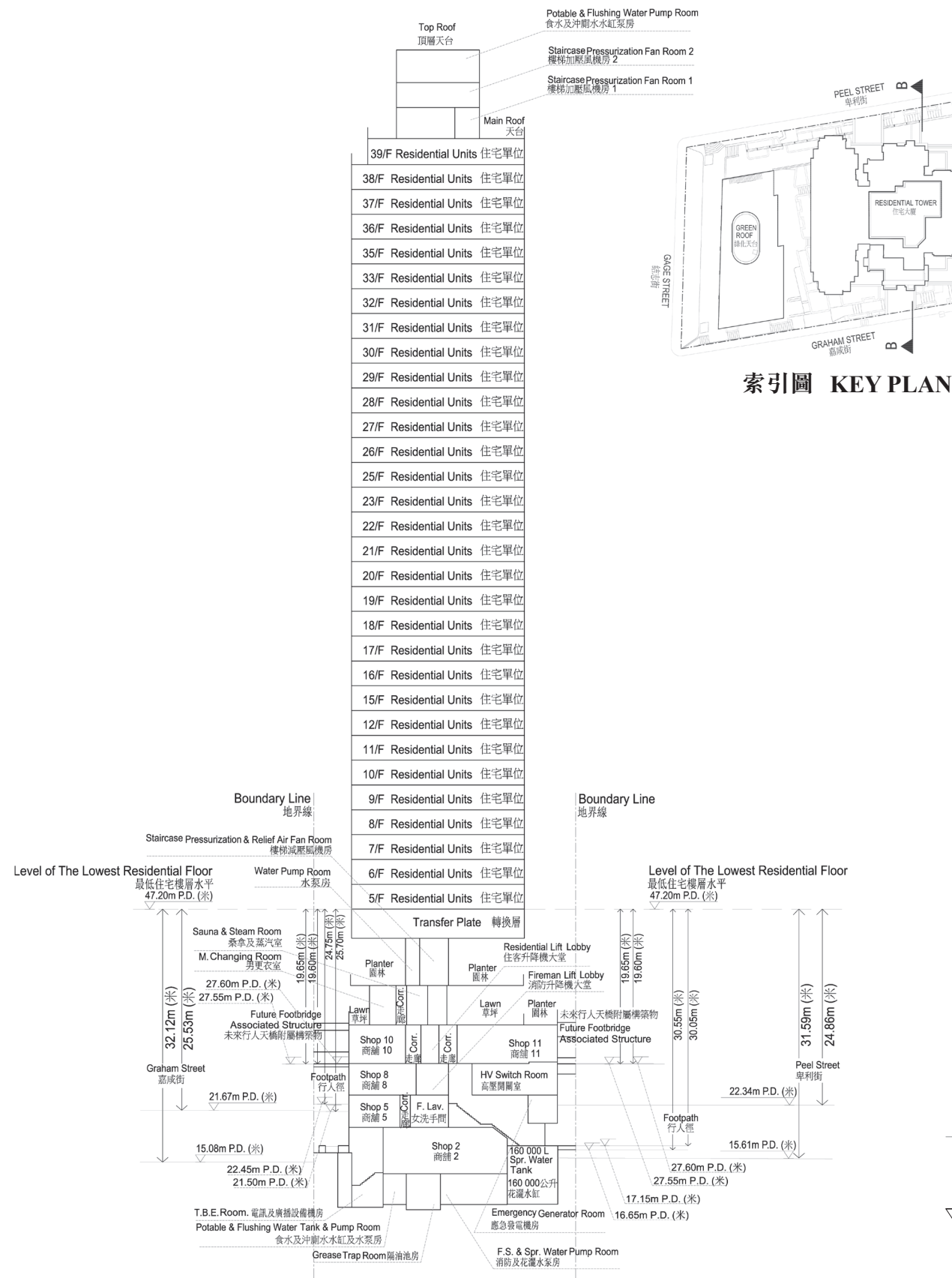


索引圖 KEY PLAN

— — — 最低住宅樓層水平  
Level of The Lowest Residential Floor  
▽—— 香港主水平基準以上高度(米)  
height in metres above Hong Kong Principal Datum (HKPD)



發展項目中的建築物的橫截面圖 Cross-section plan of building in the development



毗連建築物的一段行人徑為香港主水平基準以上21.50 至22.45米。  
The part of Footpath adjacent to the building is 21.50 to 22.45 metres above  
the Hong Kong Principal Datum.

毗連建築物的一段嘉咸街為香港主水平基準以上15.08 至21.67米。  
The part of Graham Street adjacent to the building is 15.08 to 21.67 metres  
above the Hong Kong Principal Datum.

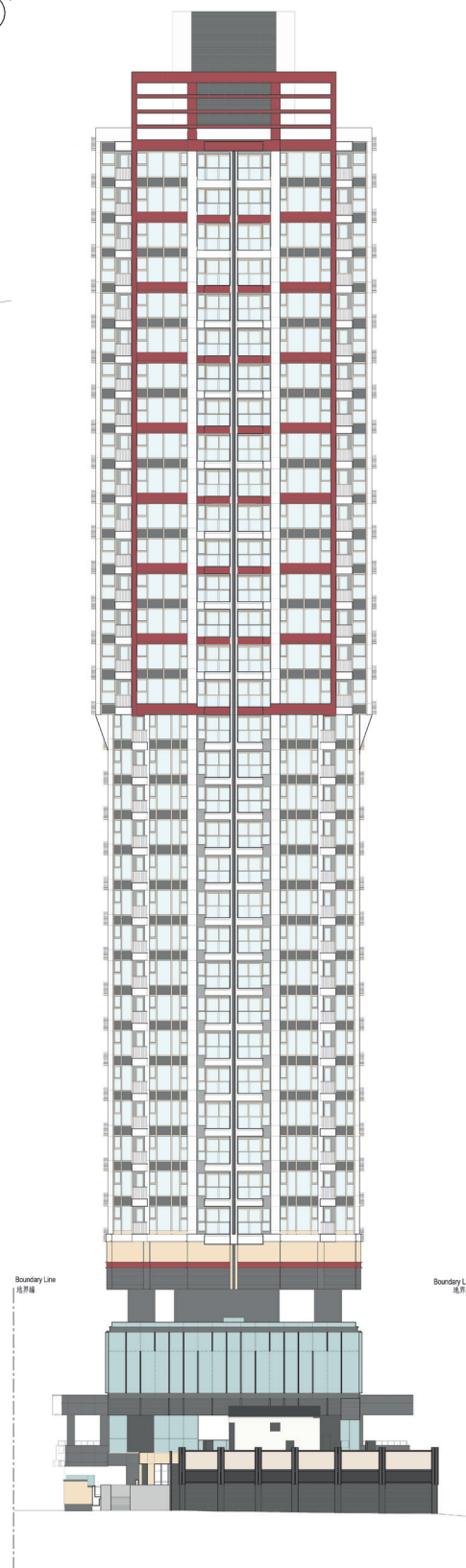
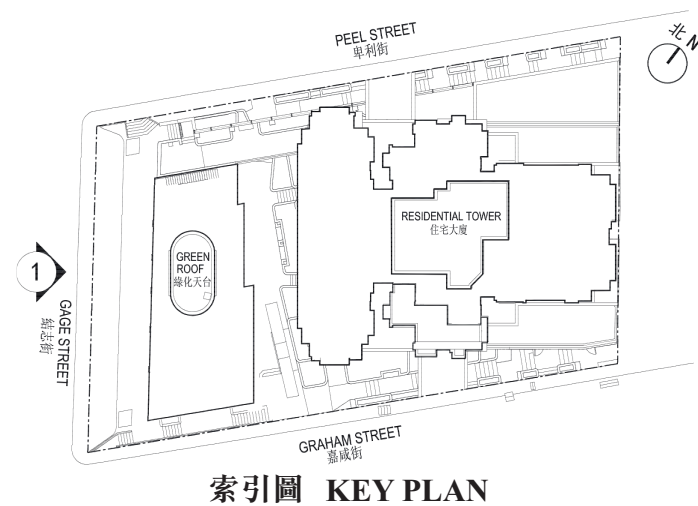
毗連建築物的一段卑利街為香港主水平基準以上15.61 至22.34米。  
The part of Peel Street adjacent to the building is 15.61 to 22.34 metres  
above the Hong Kong Principal Datum.

毗連建築物的一段行人徑(近卑利街)為香港主水平基準以上16.65至17.15米。  
The part of Footpath (near Peel Street) adjacent to the building is 16.65 to 17.15 metres above the Hong Kong Principal Datum.

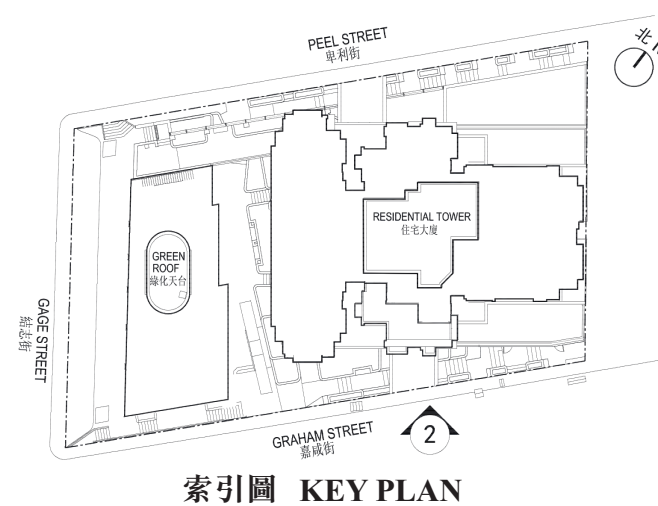
毗連建築物的一段未來行人天橋附屬構築物為香港主水平基準以上27.55至27.60米。  
The part of Future Footbridge Associated Structure adjacent to the building is 27.55 to 27.60 metres above the Hong Kong Principal Datum.

**橫截面圖 B-B    CROSS-SECTION PLAN B-B**

# 立面圖 Elevation plan



立面圖 1  
ELEVATION 1



立面圖 2  
ELEVATION 2

發展項目的認可人士已經證明該等立面：

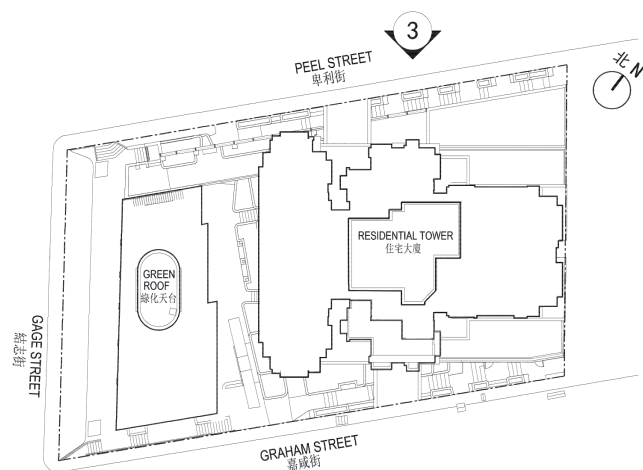
- (1) 以2018年11月20日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
- (2) 大致上與發展項目的外觀一致。

It has been certified by the Authorized Person for the Development that the elevations:

- (1) are prepared on the basis of the approved building plans for the Development as of 20th November 2018; and
- (2) are in general accordance with the outward appearance of the Development.



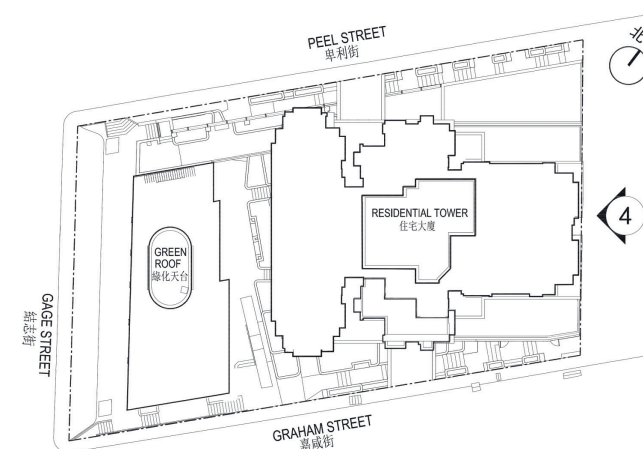
# 立面圖 Elevation plan



索引圖 KEY PLAN



立面圖 3  
ELEVATION 3



索引圖 KEY PLAN



立面圖 4  
ELEVATION 4

發展項目的認可人士已經證明該等立面：

- (1) 以2018年11月20日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
- (2) 大致上與發展項目的外觀一致。

It has been certified by the Authorized Person for the Development that the elevations:

- (1) are prepared on the basis of the approved building plans for the Development as of 20th November 2018; and
- (2) are in general accordance with the outward appearance of the Development.

發展項目中的公用設施的資料 Information on common facilities in the development

公用設施的類別 Category of common facilities	有蓋範圍 Covered Area		無上蓋範圍 Uncovered Area		總數 Total	
	面積 (sq. m.平方米)	面積 (sq. ft.平方呎)	面積 (sq. m.平方米)	面積 (sq. ft.平方呎)	面積 (sq. m.平方米)	面積 (sq. ft.平方呎)
住客會所（包括供住客使用的任何康樂設施） Residents' clubhouse (including any recreational facilities for residents' use)	576.561	6,206	74.260	799	650.821	7,005
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） 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)	不適用 Not Applicable					
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） 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):	382.116	4,113	91.529	985	473.645	5,098

備註：以平方呎顯示之面積均依據1平方米=10.7639平方呎換算，並四捨五入至整數平方呎。  
Remark: Areas in square feet are converted at a rate of 1 square metre to 10.7639 square feet and rounded to the nearest integer square feet.



# 閱覽圖則及公契 Inspection of plans and deed of mutual covenant

- |   |  |
|---|--|
| <p>1. 關於發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為：<a href="http://www.ozp.tpb.gov.hk">www.ozp.tpb.gov.hk</a></p> <p>2. 指明住宅物業的每一已簽立的公契的文本存放在指明住宅物業的售樓處，以供閱覽。無須為閱覽付費。</p> | <p>1. The address of the website on which a copy of the outline zoning plan relating to the Development is available is: <a href="http://www.ozp.tpb.gov.hk">www.ozp.tpb.gov.hk</a>.</p> <p>2. A copy of every deed of mutual covenant in respect of the specified residential property that has been executed is available for inspection at the place at which the specified residential property is offered to be sold. The inspection is free of charge.</p> |
|---|--|

裝置、裝修物料及設備 Fittings, finishes and appliances

1. 外部裝修物料	
細項	描述
(a) 外牆	住宅大廈裝修物料為瓷磚、鋁金屬飾面及玻璃幕牆。平台裝修物料為天然石、瓷磚、均質磚、玻璃牆、玻璃幕牆及鋁金屬飾面。零售低座裝修物料為瓷磚及鋁金屬飾面。
(b) 窗	選用氟碳噴塗鋁質窗框。  所有客廳/飯廳、廚房及睡房選用透明玻璃。  A及B單位浴室1及浴室2、D及E單位浴室2窗戶選用磨砂玻璃。
(c) 窗台	不適用
(d) 花槽	不適用
(e) 陽台或露台	外牆： 5樓至39樓A及B單位：鋪砌瓷磚及鋁金屬飾面。 5樓至39樓C、D及E單位及5樓至38樓F單位：鋪砌瓷磚。  天花：批盪後再髹外牆漆。  地台：鋪砌天然石材。  所有露台皆有蓋並裝設金屬及玻璃欄杆。  沒有陽台。
(f) 乾衣設施	沒有
2. 室內裝修物料	
細項	描述
(a) 大堂	住宅入口大堂： 牆身於見光處鋪砌天然石材及不銹鋼裝飾至假天花。地台鋪砌天然石材於見光處。天花裝設批盪後再髹乳膠漆飾面的石膏板假天花於見光處。  <u>各層住宅電梯大堂：</u> 牆身於見光處鋪砌天然石材、裝飾鏡及不銹鋼裝飾至假天花。地台鋪砌天然石材於見光處。天花裝設不銹鋼裝飾及批盪後再髹乳膠漆飾面的石膏板假天花於見光處。
(b) 內牆及天花板	牆身： 客廳/飯廳 — C及F單位：見光處批盪後再髹乳膠漆、見光處鋪砌木板配以木皮飾面；其他單位：批盪後再髹乳膠漆於見光處。 睡房 — 批盪後再髹乳膠漆於見光處。  天花： 客廳/飯廳及睡房 — 批盪後再髹乳膠漆於見光處。
(c) 內部地板	客廳/飯廳及睡房鋪砌複合木地板及木牆腳線於見光處。

(d) 浴室	牆身： 浴室1及浴室2：於見光處鋪砌天然石材及不銹鋼裝飾至假天花。 洗手間：於見光處鋪砌瓷磚至假天花。  天花： A及B單位浴室1、5樓至21樓A及B單位浴室2、C及F單位浴室2及D及E單位浴室1： 裝設油漆飾面石膏板假天花。  C及F單位浴室1、D及E單位浴室2及22樓至39樓A及B單位浴室2： 裝設鋁質假天花及油漆飾面石膏板假天花。  地台： 浴室1及浴室2：鋪砌天然石材於見光處。  洗手間： 鋪砌均質磚於見光處。
(e) 廚房	牆身： 於見光處鋪砌天然石材及不銹鋼板至假天花。  天花： A、B、D及E單位：裝設鋁質假天花及乳膠漆飾面石膏板假天花。  C及F單位： 乳膠漆飾面石膏板假天花。  地台： 鋪砌天然石材於見光處。  灶台檯面的裝修物料：天然石材。
3. 室內裝置	
細項	描述
(a) 門	大門 — 選用木皮飾面實心木門連不銹鋼嵌條，裝設防盜眼、氣鼓、門鐘按鈕及電子密碼門鎖。  睡房門 — 選用木皮飾面空心木門，裝設門鎖及手柄。  廚房門 — 選用木皮飾面實心木門並鑲有防火玻璃，連不銹鋼嵌條，裝設手柄及氣鼓。  浴室門(包括浴室1及浴室2) — 選用木皮飾面空心木門，連不銹鋼嵌條，裝設門鎖及手柄。設有木百葉。  洗手間門 — 選用鋁框磨砂玻璃趟摺門。  露台門 — 選用鋁框玻璃趟門配趟門鎖及手柄。

(a) 門	工作平台門 — 選用鋁框玻璃門配門鎖及手柄。 工作間門 — 選用木皮面空心木門，設有木百葉，連不銹鋼嵌條，裝設門鎖及門鉸。  通往私人平台門 — 5樓D及E單位： 鋁框玻璃趟門配趟門鎖及手柄，以及鋁框玻璃門配門鎖及手柄。  39樓E單位： 鋁框玻璃趟摺門配趟摺門鎖及手柄及鋁框玻璃門配門鎖及手柄。  天台圍牆門 — 金屬閘門配門鎖及手柄。
(b) 浴室	浴室1及浴室2： 搪瓷面盆配天然石材檯面連鍍鉻金屬面盆水龍頭，天然石材、不銹鋼及樹脂飾面木製洗手盆櫃，燈箱鏡櫃由不銹鋼、玻璃及鏡組成。搪瓷抽水坐廁配膠廁板。鋼瓷釉浴缸(浴缸之大小為1800毫米(長) x 750毫米(闊) x 430毫米(深))配以鍍鉻金屬浴缸龍頭及鍍鉻金屬淋浴花灑套裝及浴簾軌(適用於A及B單位浴室1及浴室2、C及F單位浴室2、D及E單位浴室1)。玻璃淋浴間設塑膠淋浴柱(適用於C及F單位浴室1、D及E單位浴室2及22樓至39樓A及B單位浴室2)。浴室配件包括鍍鉻金屬毛巾層架、廁紙架及掛衣鉤。  供水系統的類型及用料見下文「供水」一欄。 洗手間： 搪瓷坐廁配膠廁板、搪瓷洗面盆、鍍鉻金屬面盆水龍頭連鍍鉻金屬手握淋浴花灑套裝。 供水系統的類型及用料見下文「供水」一欄。
(c) 廚房	選用木製廚櫃配以膠板飾面及鋁板櫃腳線。A、B、D及E單位門板分別以木板配以鋁飾面及玻璃飾面。C及F單位門板分別以木板配以木皮飾面及玻璃飾面。天然石材檯面配以不銹鋼洗滌盤及鍍鉻金屬冷熱水龍頭。  供水系統的用料見下文「供水」一欄。  其他裝置及設備的類型：安裝在開放式廚房(如適用)內或附近的消防裝置及設備—請參考「住宅單位機電裝置數量說明表」以下項目：客廳/飯廳—煙霧感應器、廚房—消防花灑頭。
(d) 睡房	沒有。
(e) 電話	電話插座之數目及位置，請參考「住宅單位機電裝置數量說明表」。
(f) 天線	電視/電台天線插座之數目及位置，請參考「住宅單位機電裝置數量說明表」。



裝置、裝修物料及設備 Fittings, finishes and appliances

(g) 電力裝置	客廳/飯廳、睡房、廚房及浴室均裝有安全電插蘇掣。導管部分隱藏、部分外露。所有外露導管均隱藏於假天花、裝飾橫樑或廚櫃內。每戶均裝有總電掣箱及包括漏電保護器。有關電插座、接線電掣及空調機接駁點、抽氣扇開關掣之數目及位置，請參考「住宅單位機電裝置數量說明表」。
(h) 氣體供應	煤氣(只適用於A、B、D及E單位，其他單位無氣體供應)。氣體供應之系統及位置，請參考「住宅單位機電裝置數量說明表」。
(i) 洗衣機接駁點	洗衣機接駁點之位置及設計，請參考「住宅單位機電裝置數量說明表」。
(j) 供水	冷熱水喉管全部採用有膠層保護之銅喉。有熱水供應。浴室及廚房之熱水由電熱水爐供應。水管部分隱藏、部分外露。所有外露喉管均安裝於假天花、裝飾橫樑或廚櫃內。
4. 雜項	
細項	描述
(a) 升降機	三部其士(Chevalier)乘客升降機如下：  - 1號升降機(型號：ELCOSMO-III系列)到達地庫、低層地下、地下、上層地下、1樓、2樓、3樓、5樓至39樓各層。  - 2號升降機(型號：ELCOSMO-III系列)到達1樓、2樓、3樓、5樓至39樓各層。  - 3號升降機(型號：SPACEL-III系列)到達低層地下、地下、上層地下及1樓。
(b) 信箱	信箱用料為金屬。
(c) 垃圾收集	每層住宅樓層設有垃圾及物料回收室，由清潔工人收集垃圾。發展項目地庫設有垃圾及物料回收房中央處理所收集的垃圾。
(d) 水錶、電錶及氣體錶	每層住宅樓層水錶櫃內均裝有每戶專用之獨立水錶。每層住宅樓層電錶房內均裝有每戶專用之獨立電錶。  A、B、D及E單位廚房內均安裝獨立煤氣錶。
5. 保安設施	
	入口大堂及所有電梯內均裝有閉路電視鏡頭。設有八達通卡開啟入口大堂大門。

賣方承諾，如發展項目中沒有安裝分別於第4(a)及6項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。

備註：住宅樓層不設4樓、13樓、14樓、24樓及34樓。

裝置、裝修物料及設備 Fittings, finishes and appliances

6. 設備

設備	品牌名稱	產品型號	樓層 / 單位	A單位	B單位	C單位	D單位	E單位	F單位
電熱水爐 6 KW	德國寶	GPI-M6	5樓 - 21樓	-	-	✓	✓	✓	✓
電熱水爐 18 KW		CFX21	5樓 - 21樓	✓	✓	✓	✓	✓	✓
電熱水爐 24 KW		DEX	5樓 - 21樓	-	-	✓	✓	✓	✓
電熱水爐 6 KW		GPI-M6	22樓 - 38樓	-	-	✓	✓	✓	✓
電熱水爐 18 KW		CFX21	22樓 - 38樓	✓	✓	✓	✓	✓	✓
電熱水爐 24 KW		DEX	22樓 - 38樓	✓	✓	✓	✓	✓	✓
電熱水爐 6 KW		GPI-M6	39樓	-	-	✓	✓	-	不適用
電熱水爐 18 KW		CFX21	39樓	✓	✓	✓	✓	✓	
電熱水爐 24 KW		DEX	39樓	✓	✓	✓	✓	✓	
抽氣扇	奧斯博格	CK-100C-r	5樓 - 39樓	✓	✓	-	-	-	-
		CK-150C-r	5樓 - 38樓	✓	✓	✓	✓	✓	✓
		CK-150C-r	39樓	✓	✓	✓	✓	✓	不適用
冷氣機	大金	FTXS25EVMA8/RXS25EBVMA	5樓 - 38樓	-	-	✓	✓	✓	✓
		FTXS50FVMA8/RXS50FVMA	5樓 - 38樓	✓	✓	✓	✓	✓	✓
		FTXS35EVMA8/3MXS68EVMA	5樓 - 38樓	✓	✓	-	-	-	-
		FTKS50FVMA + 4MKS90EVMA	5樓 - 38樓	✓	✓	✓	✓	✓	✓
		FTXS25EVMA8/RXS25EBVMA	39樓	-	-	-	✓	✓	不適用
		FTXS50FVMA8/RXS50FVMA	39樓	✓	✓	✓	✓	✓	
		FTXS35EVMA8/3MXS68EVMA	39樓	✓	✓	-	-	-	
		FTKS50FVMA/4MKS90EVMA	39樓	✓	✓	✓	✓	-	
		FTXS60FVMA8/RXS60FVMA	39樓	-	-	-	-	✓	
		FTXS71FVMA8/RXS71FVMA	39樓	-	-	-	-	✓	
下置式雪櫃 (單門)	Gaggenau	RC200202	5樓 - 38樓	-	-	✓	-	-	✓
			39樓	-	-	✓	-	-	不適用
下置式冷凍櫃 (單門)	Gaggenau	RF200202	5樓 - 38樓	-	-	✓	-	-	✓
			39樓	-	-	✓	-	-	不適用
抽油煙機	Gaggenau	AF210191	5樓 - 38樓	✓	✓	-	✓	✓	-
			39樓	✓	✓	-	✓	✓	不適用

備註：住宅樓層不設4樓、13樓、14樓、24樓及34樓。



裝置、裝修物料及設備 Fittings, finishes and appliances

設備	品牌名稱	產品型號	樓層 / 單位	A單位	B單位	C單位	D單位	E單位	F單位
煤氣煮食爐 (單爐頭)	Gaggenau	VG231334HK	5樓 - 38樓	✓	✓	-	✓	✓	-
			39樓	✓	✓	-	✓	✓	不適用
酒櫃 (全高)	Gaggenau	RW414361	5樓 - 38樓	✓	✓	-	-	-	-
			39樓	✓	✓	-	-	✓	不適用
酒櫃 (下置式)	Gaggenau	RW404261	5樓 - 38樓	-	-	✓	✓	✓	✓
			39樓	-	-	✓	✓	-	不適用
電蒸爐	Gaggenau	BSP220110 or BSP221110 (右門鉸或左門鉸)	5樓 - 38樓	✓	✓	-	✓	✓	-
			39樓	✓	✓	-	✓	✓	不適用
電焗爐	Gaggenau	BOP210111 or BOP211111 (右門鉸或左門鉸)	5樓 - 38樓	✓	✓	-	✓	✓	-
			39樓	✓	✓	-	✓	✓	不適用
蒸焗爐	Gaggenau	BSP250110 or BSP251110 (右門鉸或左門鉸)	5樓 - 38樓	-	-	✓	-	-	✓
			39樓	-	-	✓	-	-	不適用
電磁爐 (雙爐頭)	Gaggenau	VI230134	5樓 - 38樓	✓	✓	-	✓	✓	-
			39樓	✓	✓	-	✓	✓	不適用
電磁爐 (三爐頭)	Gaggenau	CI262113	5樓 - 38樓	-	-	✓	-	-	✓
			39樓	-	-	✓	-	-	不適用
抽油煙機	GUTMANN	Brillante	5樓 - 38樓	-	-	✓	-	-	✓
			39樓	-	-	✓	-	-	不適用
嵌入式雪櫃	Küppersbusch	IKE3270-2-2T	5樓 - 38樓	✓	✓	-	✓	✓	-
			39樓	✓	✓	-	✓	✓	不適用
洗衣/乾衣機	Bauknecht	BKWD6121	5樓 - 38樓	✓	✓	✓	✓	✓	✓
			39樓	✓	✓	✓	✓	✓	不適用

備註：住宅樓層不設4樓、13樓、14樓、24樓及34樓。

裝置、裝修物料及設備 Fittings, finishes and appliances

1. Exterior finishes	
Item	Description
(a) External wall	Residential tower finished with ceramic tiles, curtain wall and aluminium cladding. Podium finished with natural stone, ceramic tiles, homogeneous tiles, glass wall, curtain wall and aluminium cladding. Retail block finished with ceramic tiles and aluminium cladding.
(b) Window	All windows are provided with aluminium frames of PVF2 coating.  Living rooms/dining rooms, bedrooms and kitchens are provided with clear tempered glass in all units.  Windows of Flats A and B Bathroom 1 and Bathroom 2 and Flats D and E Bathroom 2 are provided with obscured glass.
(c) Bay window	Not applicable.
(d) Planter	Not applicable.
(e) Verandah or balcony	Walls: Flats A and B from 5/F to 39/F: Ceramic tiles and aluminium cladding. Flats C, D and E from 5/F to 39/F and Flat F from 5/F to 38/F: Ceramic tiles.  Ceiling: External paint on plaster.  Floor: Finished with natural stone.  All balconies are covered and fitted with metal cum glass balustrade.  No verandah.
(f) Drying facilities for clothing	Nil
2. Interior finishes	
Item	Description
(a) Lobby	<u>Residential Main Entrance Lobby:</u> Walls are finished with natural stone and stainless steel to exposed surface up to false ceiling level. Floor finished with natural stone to exposed surface. Ceiling finished with false ceiling in gypsum board with emulsion paint on plaster to exposed surface.  <u>Typical Lift Lobby:</u> Walls are finished with natural stone, decorative mirrors and stainless steel to exposed surface up to false ceiling level. Floor finished with natural stone to exposed surface. Ceiling finished with stainless steel decorative feature and false ceiling in gypsum board with emulsion paint on plaster to exposed surface.
(b) Internal wall and ceiling	Walls: Living Room/Dining Room - Flats C and F: plaster with emulsion paint to exposed surface, wooden wall panel with timber veneer finish to exposed surface; other Flats: plaster with emulsion paint to exposed surface.
(b) Internal wall and ceiling	Bedrooms - Plaster with emulsion paint to exposed surface.  Ceilings: Living Room/Dining Room and Bedrooms - Plaster with emulsion paint to exposed surface.
(c) Internal floor	Living Room/Dining Room and Bedrooms - Engineered timber flooring and timber skirting to exposed surface.
(d) Bathroom	Walls: Bathroom 1 and Bathroom 2: Natural stone with stainless steel decorative feature on exposed surfaces up to false ceiling level.  Lavatory: Ceramic tiles on exposed surfaces up to false ceiling level.  Ceiling: Flats A and B Bathroom 1, Flats A and B (from 5/F to 21/F) Bathroom 2 , Flats C and F Bathroom 2 and Flats D and E Bathroom 1: False ceiling with painted gypsum board.  Flats C and F Bathroom 1, Flats D and E Bathroom 2 and Flats A and B (from 22/F to 39/F) Bathroom 2 : Aluminium false ceiling and false ceiling with painted gypsum board.  Floor: Bathroom 1 and Bathroom 2: Natural stone for floor to exposed surfaces.  Lavatory: Homogeneous tiles to exposed surfaces.
(e) Kitchen	Walls: Natural stone and stainless steel panel on exposed surfaces up to false ceiling level.  Ceilings: Flats A, B, D and E: Aluminium false ceiling and false ceiling with painted gypsum board painted in emulsion paint.  Flats C and F: False ceiling with gypsum board painted in emulsion paint.  Floors: Natural stone for floor to exposed surfaces.  Cooking bench finished with natural stone.
3. Interior fittings	
Item	Description
(a) Doors	Entrance Door - Timber veneer with stainless steel trimming finished timber solid core door fitted with door viewer, door closer, door bell button and digital lockset.
(a) Doors	Bedroom Door - Timber veneer finished timber hollow core door fitted with lockset and lever handle.  Kitchen Door - Timber veneer with stainless steel trimming finished timber solid core door fitted with fire rated glass panel, door closer, and lever handle.  Bathroom Door (including Bathroom 1 and Bathroom 2) - Timber veneer with stainless steel trimming finished timber hollow core door, fitted with lever handle and lockset. With wooden louvers.  Lavatory Door - Aluminium framed folding glass door.  Balcony Door - Aluminium framed glass sliding door fitted with lockset and handle.  Utility Platform - Aluminium framed glass door fitted with lockset and handle.  Utility Room Door - Timber veneer with stainless steel trimming finished timber hollow core door with wooden louvers fitted with door hinge and lockset.  Door Access to Private Flat Roof - Flats D and E on 5/F: Aluminium framed glass sliding door fitted with lockset and handle, and aluminium glass door fitted with lockset and handle. Flat E on 39/F: Aluminium framed glass sliding and folding door fitted with lockset and handle, and aluminium glass door fitted with lockset and handle.  Door Access to Private Roof - Metal swing gate fitted with lock pad.
(b) Bathroom	Bathroom 1 and Bathroom 2: Vitreous China wash basin with natural stone counter top and chrome plated metal basin mixer, wooden vanity counter in natural stone, stainless steel and resin finish. Illuminated mirror cabinet made with stainless steel, mirror and glass. Complete set of flushing vitreous China water closet with plastic seat and cover. Enamelled steel bathtub (size of bathtub is 1800mm(L) x 750mm(W) x 430mm(D)) with chrome plated metal bath mixer and shower fitting and shower curtain rail (for Flats A and B Bathroom 1 and Bathroom 2, Flats C and F Bathroom 2, Flats D and E Bathroom 1), glass shower cubicle with plastic shower panel (for Flats C and F Bathroom 1, Flats D and E Bathroom 2 and Flats A and B Bathroom 2 from 22/F to 39/F). Accessories including chrome plated metal towel rack, towel ring, paper holder and robe hook are provided.



(b) Bathroom	See “Water supply” below for type and material of water supply system.  Lavatory: Vitreous China wash basin, complete set of flushing vitreous China water closet with plastic seat and cover. Accessories including chrome plated metal basin mixer with chrome finished metal hand shower set.  See “Water supply” below for type and material of water supply system.
(c) Kitchen	Wooden kitchen cabinet with acrylic finish and aluminium skirting. Wooden cabinet door completed with aluminium finish and glass finish for Flats A, B, D and E. Wooden cabinet door completed with timber veneer finish and glass finish for Flats C and F. Countertop finished with natural stone and equipped with stainless steel sink, chrome plated metal hot and cold water faucet.  See “Water supply” below for material of water supply system.  Type of other fittings and equipment: Fire service installations and equipment fitted in or near open kitchen (if applicable) - please refer to the following items of “Schedule of electrical & mechanical provisions of residential units”: Living Room / Dining Room - Smoke Detector, Kitchen - Fire Services Sprinkler Head.
(d) Bedroom	Nil.
(e) Telephone	For the number and the location of telephone outlets points, please refer to the “Schedule of Electrical & Mechanical Provisions of Residential Units”.
(f) Aerials	For the number and the location of TV/FM outlets, please refer to the “Schedule of Electrical & Mechanical Provisions of Residential Units”.
(g) Electrical installations	General-use socket outlets are provided in all living rooms/dining rooms, bedrooms, kitchens and bathrooms. Conduits are concealed in part and exposed in part. All exposed conduits are enclosed in false ceilings, bulkheads or kitchen cabinets. MCB board completed with Residual Current Protection is provided for each unit. For the number and the location of socket outlets, fused connection unit, air conditioner points and switch for exhaust air fan, please refer to the “Schedule of Electrical & Mechanical Provisions of Residential Units”.
(h) Gas supply	Town Gas (applicable to Flats A, B, D and E only. No gas supply in other flats). Please refer to the “Schedule of Electrical & Mechanical of Residential Units”for the system and the location of gas supply.

(i) Washing machine connection point	Please refer to the “Schedule of Electrical & Mechanical Provisions of Residential Units” for the location and design of the washing machine connection points.
(j) Water supply	PVC-coated copper pipes are provided for both hot and cold water. Hot water is available. Hot water supply to bathroom and kitchen is provided by electric water heater. Water pipes are concealed in part and exposed in part. All exposed pipes are enclosed in false ceilings, bulkhead or kitchen cabinets.
4. Miscellaneous	
Item	Description
(a) Lifts	Three Chevalier passenger lifts are provided as follows:  - Lift no.1 (Model: ELCOSMO-III series) serving Basement Floor, Lower Ground Floor, Ground Floor, Upper Ground Floor, Level 1 Floor, Level 2 Floor, Level 3 Floor, 5/F - 39/F at each floor.  - Lift no.2 (Model: ELCOSMO-III series) serving Level 1 Floor, Level 2 Floor, Level 3 Floor, 5/F - 39/F at each floor.  - Lift no.3 (Model: SPACEL-III series) serving Lower Ground Floor, Ground Floor, Upper Ground Floor and Level 1 Floor.
(b) Letter box	The material of letter box is metal.
(c) Refuse collection	Refuse Storage and Material Recovery Room is provided at each residential floor for collection of refuse by cleaners. Collected refuse is centrally handled at the Refuse Storage and Material Recovery Chamber located on Basement.
(d) Water meter, electricity meter and gas meter	Separate meters for potable water are provided at water meter cabinets on each residential floor. Separate meters for electricity are provided at electrical meter room on each residential floor. Town gas meter is provided in the kitchen of Flats A, B, D and E.
5. Security facilities	C.C.T.V. cameras are provided for main entrance lobby and all lifts. Octopus card access control for main entrance lobby.

The Vendor hereby undertakes that if lifts or appliances of the specified brand name or model number as stated respectively in items 4(a) and 6 are not installed in the Development, lifts or appliances of comparable quality will be installed.

Remark: Residential floors 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

裝置、裝修物料及設備 Fittings, finishes and appliances

6. Appliances

Appliance	Brand Name	Model No.	Floor / Unit	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F
Electric Water Heater 6 KW	German Pool	GPI-M6	5/F - 21/F	-	-	✓	✓	✓	✓
Electric Water Heater 18 KW		CFX21	5/F - 21/F	✓	✓	✓	✓	✓	✓
Electric Water Heater 24 KW		DEX	5/F - 21/F	-	-	✓	✓	✓	✓
Electric Water Heater 6 KW		GPI-M6	22/F - 38/F	-	-	✓	✓	✓	✓
Electric Water Heater 18 KW		CFX21	22/F - 38/F	✓	✓	✓	✓	✓	✓
Electric Water Heater 24 KW		DEX	22/F - 38/F	✓	✓	✓	✓	✓	✓
Electric Water Heater 6 KW		GPI-M6	39/F	-	-	✓	✓	-	N/A
Electric Water Heater 18 KW		CFX21	39/F	✓	✓	✓	✓	✓	
Electric Water Heater 24 KW		DEX	39/F	✓	✓	✓	✓	✓	
Exhaust Fan	Ostberg	CK-100C-r	5/F - 39/F	✓	✓	-	-	-	-
		CK-150C-r	5/F - 38/F	✓	✓	✓	✓	✓	✓
		CK-150C-r	39/F	✓	✓	✓	✓	✓	N/A
Air-conditioner	Daikin	FTXS25EVMA8/RXS25EBVMA	5/F - 38/F	-	-	✓	✓	✓	✓
		FTXS50FVMA8/RXS50FVMA	5/F - 38/F	✓	✓	✓	✓	✓	✓
		FTXS35EVMA8/3MXS68EVMA	5/F - 38/F	✓	✓	-	-	-	-
		FTKS50FVMA + 4MKS90EVMA	5/F - 38/F	✓	✓	✓	✓	✓	✓
		FTXS25EVMA8/RXS25EBVMA	39/F	-	-	-	✓	✓	N/A
		FTXS50FVMA8/RXS50FVMA	39/F	✓	✓	✓	✓	✓	
		FTXS35EVMA8/3MXS68EVMA	39/F	✓	✓	-	-	-	
		FTKS50FVMA/4MKS90EVMA	39/F	✓	✓	✓	✓	-	
		FTXS60FVMA8/RXS60FVMA	39/F	-	-	-	-	✓	
		FTXS71FVMA8/RXS71FVMA	39/F	-	-	-	-	✓	
Built-in under Refrigerator (Single door)	Gaggenau	RC200202	5/F - 38/F	-	-	✓	-	-	✓
			39/F	-	-	✓	-	-	N/A
Built-in under Freezer (Single door)	Gaggenau	RF200202	5/F - 38/F	-	-	✓	-	-	✓
			39/F	-	-	✓	-	-	N/A
Cooker Hood	Gaggenau	AF210191	5/F - 38/F	✓	✓	-	✓	✓	-
			39/F	✓	✓	-	✓	✓	N/A

Remark: Residential floors 4/F, 13/F, 14/F, 24/F and 34/F are omitted.



裝置、裝修物料及設備 Fittings, finishes and appliances

Appliance	Brand Name	Model No.	Floor \ Unit	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F
Gas Hob (Single)	Gaggenau	VG231334HK	5/F - 38/F	✓	✓	-	✓	✓	-
			39/F	✓	✓	-	✓	✓	N/A
Wine Cellar (Full Height)	Gaggenau	RW414361	5/F - 38/F	✓	✓	-	-	-	-
			39/F	✓	✓	-	-	✓	N/A
Wine Cellar (Built under)	Gaggenau	RW404261	5/F - 38/F	-	-	✓	✓	✓	✓
			39/F	-	-	✓	✓	-	N/A
Steamer	Gaggenau	BSP220110 or BSP221110 (Right hinged or left hinged)	5/F - 38/F	✓	✓	-	✓	✓	-
			39/F	✓	✓	-	✓	✓	N/A
Electric Oven	Gaggenau	BOP210111 or BOP211111 (Right hinged or left hinged)	5/F - 38/F	✓	✓	-	✓	✓	-
			39/F	✓	✓	-	✓	✓	N/A
Steamer Oven	Gaggenau	BSP250110 or BSP251110 (Right hinged or left hinged)	5/F - 38/F	-	-	✓	-	-	✓
			39/F	-	-	✓	-	-	N/A
Induction Cooker (Domino) (2 Zones)	Gaggenau	VI230134	5/F - 38/F	✓	✓	-	✓	✓	-
			39/F	✓	✓	-	✓	✓	N/A
Induction Cooker (3 Zones)	Gaggenau	CI262113	5/F - 38/F	-	-	✓	-	-	✓
			39/F	-	-	✓	-	-	N/A
Cooker Hood	GUTMANN	Brillante	5/F - 38/F	-	-	✓	-	-	✓
			39/F	-	-	✓	-	-	N/A
Built-in Refrigerator	Küppersbusch	IKE3270-2-2T	5/F - 38/F	✓	✓	-	✓	✓	-
			39/F	✓	✓	-	✓	✓	N/A
Washer/Dryer	Bauknecht	BKWD6121	5/F - 38/F	✓	✓	✓	✓	✓	✓
			39/F	✓	✓	✓	✓	✓	N/A

Remark: Residential floors 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

裝置、裝修物料及設備 Fittings, finishes and appliances

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

單位 Unit		A	B	C	D	E	F	A	B	D	C	E	F	C	E
樓層 Floor		5樓 - 21樓 5/F - 21/F						22樓 - 39樓 22/F - 39/F			22樓 - 38樓 22/F - 38/F			39樓 39/F	
升降機大堂 Lift Lobby	門鈴按鈕 Door Bell Push Button	1	1	1	1	1	1	1	1	1	1	1	1	1	1
客廳/飯廳 Living Room/Dining Room (LIV./ DIN.)	門鈴 Door Bell	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	視像對講機 Video Doorphone	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	燈位 Lighting Point	3	3	5	3	3	5	3	3	3	5	3	5	5	2
	燈掣 Lighting Switch	3	3	4	3	3	4	3	3	3	4	3	4	4	2
	電熱水爐開關掣 Switch for Electrical Water Heater	1	1	2	1	1	2	1	1	1	2	1	2	2	-
	抽氣扇開關掣 Switch for Exhaust Air Fan	1	1	2	1	1	2	1	1	1	2	1	2	2	-
	13A雙位電插座 13A Twin Socket Outlet	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	電視/電台天線插座 TV/FM Outlet	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	電話插座 Telephone Outlet	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	總數據位 Incoming Data Outlet	-	-	1	-	-	1	-	-	-	1	-	1	1	-
	RJ45數據位 RJ45 Data Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	煙霧感應器 Smoke Detector	-	-	1	-	-	1	-	-	-	1	-	1	2	-
走廊 Corridor	燈位 Lighting Point	2	2	不適用 N/A	1	1	不適用 N/A	2	2	1	不適用 N/A	1	不適用 N/A	不適用 N/A	1
	燈掣 Lighting Switch	2	2		2	2		2	2	2		2			2
	電熱水爐開關掣 Switch for Electrical Water Heater	1	1		1	1		1	1	1		1			1
	抽氣扇開關掣 Switch for Exhaust Air Fan	1	1		1	1		1	1	1		1			1
主人睡房 Master Bedroom (MBR)	空調機室內機接駁點Air-conditioner point for A/C Indoor Unit	1	1	不適用 N/A	1	1	不適用 N/A	1	1	1	不適用 N/A	1	不適用 N/A	不適用 N/A	1
	燈位 Lighting Point	1	1		1	1		2	2	1		1			1
	燈掣 Lighting Switch	3	3		3	3		3	3	3		3			3
	電熱水爐開關掣 Switch for Electrical Water Heater	1	1		1	1		1	1	1		1			1
	抽氣扇開關掣 Switch for Exhaust Air Fan	1	1		1	1		1	1	1		1			1
	13A雙位電插座 13A Twin Socket Outlet	2	2		2	2		2	2	2		2			2
	電話插座 Telephone Outlet	1	1		1	1		1	1	1		1			1
	電視/電台天線插座 TV/FM Outlet	1	1		1	1		1	1	1		1			1
	RJ45數據位 RJ45 Data Outlet	1	1		1	1		1	1	1		1			1
睡房 1 Bedroom 1 (B.R. 1)	空調機室內機接駁點Air-conditioner point for A/C Indoor Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	燈位 Lighting Point	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	燈掣 Lighting Switch	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A雙位電插座 13A Twin Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電話插座 Telephone Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1



裝置、裝修物料及設備 Fittings, finishes and appliances

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

單位 Unit		A	B	C	D	E	F	A	B	D	C	E	F	C	E
樓層 Floor		5樓 - 21樓 5/F - 21/F						22樓 - 39樓 22/F - 39/F			22樓 - 38樓 22/F - 38/F			39樓 39/F	
睡房 1 Bedroom 1 (B.R. 1)	電視/電台天線插座 TV/FM Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	RJ45數據位 RJ45 Data Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1
睡房 2 Bedroom 2 (B.R. 2)	空調機室內機接駁點Air-conditioner point for A/C Indoor Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	燈位 Lighting Point	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	燈掣 Lighting Switch	1	1	3	1	1	3	1	1	1	3	1	3	3	1
	電熱水爐開關掣 Switch for Electrical Water Heater	-	-	1	-	-	1	-	-	-	1	-	1	1	-
	抽氣扇開關掣 Switch for Exhaust Air Fan	-	-	1	-	-	1	-	-	-	1	-	1	1	-
	13A雙位電插座 13A Twin Socket Outlet	1	1	2	1	1	2	1	1	1	2	1	2	2	1
	電話插座 Telephone Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電視/電台天線插座 TV/FM Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	RJ45數據位 RJ45 Data Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1
浴室 1 Bathroom 1(Bath 1)	燈位 Lighting Point	4	4	3	4	4	3	4	4	4	3	4	3	3	4
	13A單位電插座 13A Single Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電熱水爐 Electrical Water Heater	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	裝有熔斷器接線電掣 Fused Connection Unit	2	2	2	2	2	2	2	2	2	2	2	2	2	2
浴室 2 Bathroom 2 (Bath 2)	燈位 Lighting Point	4	4	4	3	3	4	5	5	3	4	3	4	4	3
	13A單位電插座 13A Single Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電熱水爐 Electrical Water Heater	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	裝有熔斷器接線電掣 Fused Connection Unit	2	2	2	2	2	2	2	2	2	2	2	2	2	2
廁所 Lavatory (LAV)	燈位 Lighting Point	1	1	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	1	1	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	1
	電熱水爐 Electrical Water Heater	-	-					-	-						1
	裝有熔斷器接線電掣 Fused Connection Unit	1	1					1	1						1
廚房 Kitchen (Kit.)	燈位 Lighting Point	3	3	2	3	4	2	3	3	3	2	4	2	2	3
	13A單位電插座 13A Single Socket Outlet	3	3	4	3	3	4	3	3	3	4	3	4	4	3
	13A雙位電插座 13A Twin Socket Outlet	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	裝有熔斷器接線電掣 Fused Connection Unit	5	5	4	5	5	4	5	5	5	4	5	4	4	5
	雙極開關掣 Double Pole Switch	3	3	2	3	3	2	3	3	3	2	3	2	2	3
	接線電掣 Connection Unit	-	-	1	1	1	1	-	-	1	1	1	1	1	-
	總食水掣 Main Water Supply Valve	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電熱水爐 Electrical Water Heater	-	-	1	1	1	1	-	-	1	1	1	1	1	-
	洗衣機22毫米直徑來水位 Washing Machine Connection Point (Water Inlet of a design of 22mm in diameter)	1	1	1	1	1	1	1	1	1	1	1	1	1	1

裝置、裝修物料及設備 Fittings, finishes and appliances

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

單位 Unit		A	B	C	D	E	F	A	B	D	C	E	F	C	E
樓層 Floor		5樓 - 21樓 5/F - 21/F						22樓 - 39樓 22/F - 39/F			22樓 - 38樓 22/F - 38/F			39樓 39/F	
廚房 Kitchen (Kit.)	洗衣機40毫米直徑去水位 Washing Machine Connection Point (Water Outlet of a design of 40mm in diameter)	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	煤氣煮食爐接駁點 Town Gas Connection Point for Cooker Hob	1	1	-	1	1	-	1	1	1	-	1	-	-	1
	消防花灑頭 Fire Services Sprinkler Head	-	-	2	-	-	2	-	-	-	2	-	2	2	-
	總電掣箱 Miniature Circuit Breakers Board	-	-	1	-	-	1	-	-	-	1	-	1	1	-
工作間 Utility	燈位 Lighting Point	1	1	不適用 N/A	1	1	不適用 N/A	1	1	1	不適用 N/A	1	不適用 N/A	不適用 N/A	1
	燈掣 Lighting Switch	2	2		1	1		2	2	1		1			-
	抽氣扇開關掣 Switch for Exhaust Air Fan	1	1		-	-		1	1	-		-			-
	13A單位電插座 13A Single Socket Outlet	1	1		1	1		1	1	1		1			1
	總數據位 Incoming Data Outlet	1	1		1	1		1	1	1		1			1
	RJ45數據位 RJ45 Data Outlet	2	2		2	2		2	2	2		2			3
	電熱水爐 Electrical Water Heater	1	1		-	-		1	1	-		-			-
	總電掣箱 Miniature Circuit Breakers Board	1	1		1	1		1	1	1		1			1
工作平台 Utility Platform (U.P.)	燈位 Lighting Point	1	1	1	1 (適用於 6樓至 21樓) (For 6/F - 21/F)	1 (適用於 6樓至 21樓) (For 6/F - 21/F)	1	1	1	1	1	1	1	1	1
露台 Balcony (BAL.)	燈位 Lighting Point	1	1	1	1 (適用於 6樓至 21樓) (For 6/F - 21/F)	1 (適用於 6樓至 21樓) (For 6/F - 21/F)	1	1	1	1	1	1	1	1	1
冷氣機平台 (主人睡房) A/C Platform (Master Bedroom)	空調機室外機接駁點 Air-conditioner point for A/C Outdoor Unit	3	3	不適用 N/A	3	3	不適用 N/A	3	3	3	不適用 N/A	3	不適用 N/A	不適用 N/A	3
冷氣機平台 (睡房 1) A/C Platform (Bedroom 1)	空調機室外機接駁點 Air-conditioner point for A/C Outdoor Unit	不適用 N/A	不適用 N/A	1	不適用 N/A	不適用 N/A	1	不適用 N/A	不適用 N/A	不適用 N/A	1	不適用 N/A	1	1	不適用 N/A
冷氣機平台 (睡房 2) A/C Platform (Bedroom 2)	空調機室外機接駁點 Air-conditioner point for A/C Outdoor Unit	不適用 N/A	不適用 N/A	2	不適用 N/A	不適用 N/A	2	不適用 N/A	不適用 N/A	不適用 N/A	2	不適用 N/A	2	2	不適用 N/A
冷氣機平台 (廚房) A/C Platform (Kitchen)	空調機室外機接駁點 Air-conditioner point for A/C Outdoor Unit	不適用 N/A	不適用 N/A	不適用 N/A	1	1	不適用 N/A	不適用 N/A	不適用 N/A	1	不適用 N/A	1	不適用 N/A	不適用 N/A	不適用 N/A
冷氣機平台 (客廳/飯廳) A/C Platform (LIV/ DIN)	空調機室外機接駁點 Air-conditioner point for A/C Outdoor Unit	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	1
冷氣機平台 (天台) A/C Platform (Roof)	空調機室外機接駁點 Air-conditioner point for A/C Outdoor Unit	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	2



裝置、裝修物料及設備 Fittings, finishes and appliances

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

單位 Unit		A	B	C	D	E	F	A	B	D	C	E	F	C	E
樓層 Floor		5樓 - 21樓 5/F - 21/F						22樓 - 39樓 22/F - 39/F			22樓 - 38樓 22/F - 38/F			39樓 39/F	
家庭室 Family Room	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	1
	燈位 Lighting Point														1
	燈掣 Lighting Switch														2
	抽氣扇開關掣 Switch for Exhaust Air Fan														1
	13A雙位電插座 13A Twin Socket Outlet														2
	電話插座 Telephone Outlet														1
	電視/電台天線插座 TV/FM Outlet														1
	RJ45數據位 RJ45 Data Outlet														1
走廊 (近廚房) Corridor (Near Kitchen)	Lighting Point 燈位	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	1
	Lighting Switch 燈掣														3
	Switch for Electrical Water Heater 電熱水爐開關掣														1
	Switch for Exhaust Air Fan 抽氣扇開關掣														1
	13A Single Socket Outlet 13A單位電插座														1
平台/天台 Flat Roof/Roof	Lighting Point 燈位	不適用 N/A	不適用 N/A	不適用 N/A	7 (適用於 5樓平台) (For 5/F Flat Roof)	8 (適用於 5樓平台) (For 5/F Flat Roof)	不適用 N/A	5 (適用於 38樓單位 所屬的 天台) (For Roof belonging to the flat on 38/F)	5 (適用於 38樓單位 所屬的 天台) (For Roof belonging to the flat on 38/F)	4 (適用於 38樓單位 所屬的 天台) (For Roof belonging to the flat on 38/F)	不適用 N/A	不適用 N/A	不適用 N/A	不適用 N/A	6 (適用於 平台) (For Flat Roof)
	Lighting Switch 燈掣				-	-		1 (適用於 38樓單位 所屬的 天台) (For Roof belonging to the flat on 38/F)	1 (適用於 38樓單位 所屬的 天台) (For Roof belonging to the flat on 38/F)	1 (適用於 38樓單位 所屬的 天台) (For Roof belonging to the flat on 38/F)					2 (適用於 平台) (For Flat Roof)
	13A 單位電插座 13A Weatherproof Single Socket Outlet				2 (適用於 5樓平台) (For 5/F Flat Roof)	2 (適用於 5樓平台) (For 5/F Flat Roof)		2 (適用於 38樓單位 所屬的 天台) (For Roof belonging to the flat on 38/F)	2 (適用於 38樓單位 所屬的 天台) (For Roof belonging to the flat on 38/F)	1 (適用於 38樓單位 所屬的 天台) (For Roof belonging to the flat on 38/F)					2 (適用於 平台) (For Flat Roof)

## 服務協議 Service agreements

食水及沖廁水由水務署供應。  
電力由香港電燈有限公司供應。  
煤氣由香港中華煤氣有限公司供應。

Potable and flushing water is supplied by Water Supplies Department.  
Electricity is supplied by The Hong Kong Electric Co., Ltd.  
Towngas is supplied by The Hong Kong and China Gas Company Limited.

## 地稅 Government rent

擁有人有法律責任繳付住宅物業直至並包括該住宅物業買賣完成日(即該物業轉讓契日期)之地稅。

The owner is liable for the Government rent payable for the residential property up to and including the date of completion of the sale and purchase of that residential property (i.e. the date of the assignment of that property).

## 買方的雜項付款 Miscellaneous payments by purchaser

在向買方交付住宅物業在空置情況下的管有權時，買方須負責向擁有人補還水、電力及氣體的按金；

在交付時，買方不須向擁有人支付清理廢料的費用。

註：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，而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。

On the delivery of the vacant possession of a residential property to the purchaser, the purchaser is liable to reimburse the owner for the deposits for water, electricity and gas;

On that delivery, the purchaser is not liable to pay to the owner a debris removal fee.

Remark: 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.



## 欠妥之處的保養責任期 Defect liability warranty period

凡物業或於買賣合約列出裝設於物業內的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的6個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase, remedy any defects to the Property, or the fittings, finishes or appliances incorporated into the Property as set out in the agreement for sale and purchase, caused otherwise than by the act or neglect of the Purchaser.

## 修訂 Modification

發展項目現時並沒有向政府提出申請修訂批地文件。

No existing application to the Government for a modification of the land grant for the Development.

## 斜坡維修 Maintenance of slopes

不適用

Not applicable

## 發展項目之互聯網網站 Website of the development

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

The address of the website designated by the Vendor for the Development for the purposes of Part 2 of the Residential Properties (First-hand Sales) Ordinance: [www.myCentral.hk](http://www.myCentral.hk)

有關資料 Relevant information

1. 外牆清潔裝置/吊船系統

發展項目住宅大樓之外牆清潔裝置/吊船系統可能會在屬於住宅物業一部分之露台、工作平台、平台或天台上空或住宅物業外牆或窗外操作。

2. 消防安全管理計劃

發展項目公契（「公契」）內有以下關於消防安全之條款。

a) 「發展項目」的《公契及管理協議》（「公契」）第1.1條訂明：

『於「本公契」內，除上下文意另行允許或規定外，以下詞語將具以下釋義：

…

「消防安全管理計劃」

指屋宇署、消防處及任何其他有關政府當局要求配備開放式廚房的住宅單位必須實施的消防安全管理計劃及措施，包括當時按屋宇署、消防處或任何其他有關政府當局的有關要求不時作出的任何增加或改變；

…

「開放式廚房的消防裝置」

指在配備開放式廚房的住宅單位內提供並構成其部分的煙霧探測器、灑水器系統及防火牆；

…

「防火牆」

指連接開放式廚房和配備開放式廚房的住宅單位出口大門至少600mm厚並具有不少於-/30/30的防火等級的全高度牆壁，在公契圖則的平面圖上顯示；

…

「開放式廚房」

指在個別住宅單位內提供的開放式廚房，在公契圖則上用紅色虛線顯示並註明為「K」，僅供識別。各配備開放式廚房的住宅單位已列明於本公契第四附表第一節；

…』

b) 「公契」第5.1 (aa) 及 (aaa) 條訂明：

『5.1 … 除了本公契明文規定的其他權力外，管理人有權作出與該土地及發展項目和其管理有關及必要的一切行為及事情，在任何方面不限制上述一般適用範圍下，特別是：

(aa) 具有唯一權利代表全體業主與政府、任何法定機構、公用事業或其他主管當局或任何其他人士處理在任何方面有關或涉及整個該土地及發展項目或公用地方及設施、消防安全管理計劃（包括但不限於按消防安全管理計劃需要安裝的一切消防裝置）及發展項目的消防系統的一切事宜，在上述處理中達成的政策、作出的決定或採取的行動對全體業主有約束力；

(aaa) 實施消防安全管理計劃和按消防安全管理計劃不時發出有關其實施的任何指引或指南（包括安排每6個月定期進行外觀檢查，確保不能對配備開放式廚房的住宅單位（由相關業主支付費用）內的消防安全設備進行更改或移動；安排每年至少一次由消防裝置承辦商檢驗及核證公用地方及設施內和配備開放式廚房的住宅單位內的消防安全設施；至少每年一次為發展項目的住戶安排防火演習）。如果管理人認為必要，經合理通知（緊急情況毋須通知）帶同或不帶同工人、設備或材料在任何合理時間內進入任何配備開放式廚房的任何住宅單位，進行例行測試、保養、修復或校正其中的消防安全設施，費用由該業主承擔或核實遵守和履行本公契第四附表第二節列明的設施；』

c) 「公契」第三附表第43條訂明：

『43. 擁有配備開放式廚房的住宅單位業主須自費遵守及履行消防安全管理計劃，特別是本公契第四附表第二節列明的條文和管理人不時發出或給予有關實施消防安全管理計劃的任何指引或指南，並促使他的住宅單位的承租人及其他佔用人遵守和履行上述規定。』

d) 「公契」第四附表訂明：

『第一節 配備開放式廚房的住宅單位

樓層	單位
5樓至12樓	C及F
15樓至23樓	
25樓至33樓	
35樓至38樓	
39樓	C

註：不設4樓、13樓、14樓、24樓及34樓。

第二節 有關消防安全管理計劃的規定

1. 擁有配備開放式廚房的住宅單位業主（在本第四附表中稱「有關業主」）須負責他的住宅單位內供開放式廚房使用的消防裝置的保養及年度檢查。
2. 有關業主不得：
  - (a) 移動或阻塞他的住宅單位內的任何煙霧探測器；
  - (b) 移動或阻塞他的住宅單位的開放式廚房對上天花板安裝的灑水器；及
  - (c) 移動他的住宅單位的防火牆。
3. 有關業主須自費保持及保養他的住宅單位內供開放式廚房使用的消防裝置處於良好的（工作）狀態。

4. 有關業主須允許管理人經預先合理通知（緊急情況除外）在任何合理時候帶同或不帶同註冊消防裝置承辦商和帶同或不帶同工人、承建商及其他人士和帶同或不帶同設備及器具進入住宅單位，以便進行例行及年度檢查及/或核實開放式廚房的消防裝置（費用由有關業主支付）。
5. 如有關業主放棄管有他的住宅單位，該業主須促使承租人、被許可人或佔用人（視情況而定）遵守消防安全管理計劃，特別是第四附表第二節載列的條文和將其列作有關協議（如有）的條件。
6. 管理人及/或註冊消防裝置承辦商對配備開放式廚房的住宅單位的開放式廚房消防裝置進行保養及年度檢查所產生的費用及開支須在要求時由有關業主支付。』

e) 「公契」第四附表訂明：

『需要定期進行例行保養的發展項目主要工程及設施（不論是否構成公用地方及設施的一部分），包括下列各項：

…

(c) 消防件；

…』

上文以公契條款為準。

公契及消防安全管理計劃副本可於售樓處免費參閱。



1. BMU/gondola systems

BMU/gondola systems of the residential tower in the Development may operate in the airspace above the balcony, utility platform, flat roof or roof forming part of a residential property and outside the external walls or windows of a residential property.

2. Fire Safety Management Plan

There are provisions relating to fire safety in the Deed of Mutual Covenant of the Development (the “DMC”).

a) Clause 1.1 of the DMC stipulates that:-

“In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires :-

...  
“Fire Safety Management Plan”  
means the fire safety management plan containing measures relating to the Residential Units with Open Kitchen required to be implemented by the Buildings Department, the Fire Services Department and any other relevant Government authority, which includes any addition or variation thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant Government authority;

“Fire Service Installations for Open Kitchen”  
means the smoke detectors, sprinkler system and FRR Wall provided within and forming part of the Residential Units with Open Kitchen;

...  
“FRR Wall”  
means the full height wall of a minimum of 600 mm width and having fire resistance rating of not less than -/30/30 adjacent to the Open Kitchen and exit door of a Residential Unit with Open Kitchen as indicated on the floor plans of the DMC Plans;

...  
“Open Kitchen”  
means the open kitchen provided within a Residential Unit and such open kitchen is for the purpose of identification only shown and demarcated by a dashed red line and thereon marked “K” on the DMC Plans, and the Residential Units with open kitchen are set out in Section 1 of the FOURTH SCHEDULE hereto;  
...”

b) Clause 5.1 (aa) and (aaa) of the DMC stipulates that:-

“5.1 ... the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Land and the Development and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

(aa) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development as a whole or the Common Areas and Facilities, the Fire Safety Management Plan (including but not limited to all fire services installations required to be installed pursuant to the Fire Safety Management Plan) and the fire safety system of the Development with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;

(aaa)To implement the Fire Safety Management Plan and to issue any guideline or direction from time to time relating to its implementation (including the arranging of regular visual inspection in every six months to ensure no alteration or removal of the fire safety provisions within the Residential Units with Open Kitchen, the arranging of inspection and certification at least once a year of the fire safety provisions within the Common Areas and Facilities and within the Residential Units with Open Kitchen (at the relevant Owners’ expenses) by registered fire services installations contractor, the arranging of fire drills for the occupants of the Development at least once a year) in accordance with the Fire Safety Management Plan, and where the Manager considers necessary, to enter with or without workmen equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required) any Residential Unit with Open Kitchen to carry out regular testing, maintenance, reinstatement or rectification of the fire safety provisions therein at that Owner’s expenses or to verify observance and compliance of provisions set out in Section 2 of the FOURTH SCHEDULE hereto;”

c) Paragraph 43 of the Third Schedule of the DMC stipulates that:-

“43.Each Owner of Residential Unit with Open Kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan, in particular the provisions set out in Section 2 of the FOURTH SCHEDULE hereto, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants and other occupants of his Residential Unit to observe and comply with the same.”

d) The Fourth Schedule of the DMC stipulates that:-

“Section 1: Residential Units with Open Kitchen

Floor	Unit
5/F – 12/F,	C and F
15/F – 23/F,	
25/F – 33/F,	
35/F – 38/F	
39/F	C

Remark: There is no designation of 4/F, 13/F, 14/F, 24/F and 34/F.

Section 2: Provisions relating to the Fire Safety Management Plan

1. An Owner of Residential Unit with Open Kitchen (in this FOURTH SCHEDULE, the “Relevant Owner”) shall be responsible for maintenance and annual inspection of the Fire Service Installations for Open Kitchen within his Residential Unit.

2. The Relevant Owner shall not:-

(a) remove or obstruct any smoke detectors provided inside his Residential Unit;

(b) remove or obstruct the sprinkler head provided at the ceiling immediately above the Open Kitchen of his Residential Unit; and

(c) remove the FRR Wall of his Residential Unit.

3. The Relevant Owner shall keep and maintain the Fire Service Installations for Open Kitchen inside the Residential Unit in good (workable) condition at his own costs and expenses.

4. The Relevant Owner shall allow the Manager with or without the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into his Residential Unit to carry out (at the cost and expense of the Relevant Owner) regular and annual inspection and/or certification of the Fire Service Installations for Open Kitchen.

5. In the event that the Relevant Owner parts with possession of his Residential Unit, such Owner shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the provisions set out under this Section 2 of the FOURTH SCHEDULE, and make it a condition in the relevant agreement (if any).

6. The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the Fire Service Installations for Open Kitchen for Residential Units with Open Kitchen shall be borne by the Relevant Owners on demand.”

e) The Fifth Schedule of the DMC stipulates that:-

“The major works and installations in the Development (whether forming part of the Common Areas and Facilities or not) requiring regular maintenance on a recurrent basis which include the following:-

...  
(c) fire safety elements;  
...”

The above is subject to the provisions of the DMC.

Copies of the DMC and the Fire Safety Management Plan are available for inspection free of charge at the sales office

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申請建築物總樓面面積寬免的資料 Information in application for concession on gross floor area of building

獲寬免總樓面面積的設施分項 Breakdown of Gross Floor Area (GFA) Concessions Obtained for All Features

於印製售樓說明書前呈交予並已獲建築事務監督批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料，請見下表。如印製售樓說明書時尚未呈交最終修訂圖則予建築事務監督，則有(＃)號的資料可以由認可人士提供的資料作為基礎。直至最終修訂圖則於發出有關發展項目的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。

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.

		面積 (平方米) Area (m²)
根據《建築物(規劃)規例》(《規劃規例》)第23(3)(b)條不計算的總樓面面積 Disregarded GFA under Regulation 23(3)(b) of the Building (Planning) Regulations (B(P)R)		
1.(#)	停車場及上落客貨地方(公共交通總站除外) Carparks and loading / unloading areas excluding public transport terminus	不適用 Not applicable
2.	機房及相類設施 Plant rooms and similar services	
2.1	所佔面積受相關《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、垃圾房等 Mandatory feature or essential plant room, area of which is limited by respective PNAP or regulation, such as lift machine room, TBE room, refuse storage chamber, etc.	131.481
2.2	所佔面積不受相關《作業備考》或規例限制的強制性設施或必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等 Mandatory feature or essential plant room, area of which is NOT limited by respective PNAP or regulation, such as room occupied solely by FSI and equipment, meter room, transformer room, potable and flushing water tank, etc.	1,104.295
2.3	非強制性或非必要機房，例如空調機房、風櫃房等 Non-mandatory or non-essential plant room, such as A/C plant room, AHU room, etc.	不適用 Not applicable
根據《建築物(規劃)規例》第23A(3)條不計算的總樓面面積 Disregarded GFA under Building (Planning) Regulation 23A(3)		
3.	供人離開或到達旅館時上落汽車之用的地方 Area for picking up and setting down persons departing from or arriving at the hotel by vehicle	不適用 Not applicable
4.	旅館的輔助性設施 Supporting facilities for hotels	
根據《聯合作業備考》第1號和第2號提供的環保設施 Green Features under Joint Practice Notes (JPNs)		
5.	住宅樓宇露台 Balcony for residential buildings	251.612
6.	加闊的公用走廊及升降機大堂 Wider common corridor and lift lobby	不適用 Not applicable
7.	公用空中花園 Communal sky garden	473.345
8.	非住宅樓宇的公用平台花園 Communal podium garden for non-residential buildings	不適用 Not applicable
9.	隔聲鰭 Acoustic fin	
10.	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	
11.	非結構預製外牆 Non-structural prefabricated external wall	313.806
12.	工作平台 Utility platform	137.250
13.	隔音屏障 Noise barrier	不適用 Not applicable
適意設施 Amenity Features		
14.	供保安人員和管理處員工使用的櫃檯、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室 Counters, offices, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office	12.791
15.	住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等 Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities	614.761
16.	有上蓋的園景區及遊樂用地 Covered landscaped and play area	92.068
17.	橫向屏障/有蓋人行道、花棚 Horizontal screen /covered walkway, trellis	不適用 Not applicable
18.	擴大升降機井道 Larger lift shaft	
19.	煙囪管道 Chimney shaft	
20.	其他非強制性或非必要機房，例如爐房、衛星電視共用天線房 Other non-mandatory or non-essential plant room, such as boiler room, SMATV room	

申請建築物總樓面面積寬免的資料 Information in application for concession on gross floor area of building

		面積 (平方米) Area (m²)
21.	強制性設施或必要機房所需的管槽、氣槽 Pipe duct, air duct for mandatory feature or essential plant room	170.669
22.	非強制性設施或非必要機房所需的管槽、氣槽 Pipe duct, air duct for non-mandatory or non-essential plant room	132.644
23.	環保系統及設施所需的機房、管槽及氣槽 Plant room, pipe duct, air duct for environmentally friendly system and feature	不適用 Not applicable
24.	非住用發展項目中電影院、商場等的較高的淨高及前方中空 High headroom and void in front of cinema, shopping arcade etc. in non-domestic development	
25.	非住用發展項目的公用主要入口(尊貴入口)上方的中空 Void over main common entrance (prestige entrance) in non-domestic development	
26.	複式住宅單位及洋房的中空 Void in duplex domestic flat and house	
27.	遮陽篷及反光罩 Sunshade and reflector	
28.	小型伸出物，例如空調機箱、窗台、伸出的窗台 Minor projection such as AC box, window cill, projecting window	
29.	其他伸出物，如空調機箱或伸出外牆超過750毫米的平台 Other projection such as air-conditioning box and platform with a projection of more than 750mm from the external wall	
其他項目 Other Items		
30.	庇護層，包括庇護層兼空中花園 Refuge floor including refuge floor cum sky garden	不適用 Not applicable
31.	大型伸出/外懸設施下的有蓋面積 Covered area under large projecting/overhanging feature	
32.	公共交通總站 Public transport terminus (PTT)	
33.	共用構築物及樓梯 Party structure and common staircase	
34.	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 Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	
35.	公眾通道 Public passage	
36.	因樓宇後移導致的覆蓋面積 Covered set back area	
額外總樓面面積 Bonus GFA		
37.	額外總樓面面積 Bonus GFA	不適用 Not applicable

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。

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.

建築物的環境評估

綠色建築認證

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

暫定評級  
鉑金級



暫定  
鉑金級  
NB V1.1 2015  
HKGBC  
綠建環評

申請編號: PAP0004/17

Environmental Assessment of the Building

Green Building Certification

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

Provisional  
Platinum



PROVISIONAL  
PLATINUM  
NB V1.1 2015  
HKGBC  
BEAM Plus

Application no.: PAP0004/17



申請建築物總樓面面積寬免的資料 Information in application for concession on gross floor area of building

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

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

第I部分 Part I		
提供中央空調 Provision of Central Air Conditioning	否 NO	
提供具能源效益的設施 Provision of Energy Efficient Features	是 YES	
已安裝的具能源效益的設施 Energy Efficient Features Installed	1. LED燈具 2. 高能效VRV 3. 高能效分體機	1. LED lighting 2. High performance VRV system 3. High performance split unit

第II部分：擬興建樓宇預計每年能源消耗量 <sup>①</sup> Part II : The predicted annual energy use of the proposed building <sup>①</sup>						
發展項目類型 Type of Development	位置 Location	使用有關裝置的內部樓面面積 (平方米) Internal Floor Area Served (m <sup>2</sup> )	基線樓宇 <sup>②</sup> 每年能源消耗量 (平方米/年) Annual Energy Use of Baseline Building <sup>②</sup> (m <sup>2</sup> /annum)		擬興建樓宇每年能源消耗量 (平方米/年) Annual Energy Use of Proposed Building (m <sup>2</sup> /annum)	
			電力 Electricity 千瓦小時 kWh	煤氣/石油氣 用量單位 Town Gas / LPG unit	電力 Electricity 千瓦小時 kWh	煤氣/石油氣 用量單位 Town Gas / LPG unit
住用發展項目 (不包括酒店) Domestic Development (excluding Hotel)	中央屋宇裝備裝置 <sup>③</sup> 的部分 Central building services installation <sup>③</sup>	18,990	68.01	4.82	53.42	4.82
非住用發展項目 (包括酒店) <sup>④</sup> Non-domestic Development (including Hotel) <sup>④</sup>	平台 (中央屋宇裝備裝置) Podium(s) (Central Building Services Installation)	NIL	NIL	NIL	NIL	NIL
	平台 (非中央屋宇裝備裝置) Podium(s) (Non-central Building Services Installation)	3,895	594.6	28.6	480.1	28.6
	塔樓 (中央屋宇裝備裝置) Tower(s) (Central Building Services Installation)	NIL	NIL	NIL	NIL	NIL
	塔樓 (非中央屋宇裝備裝置) Tower(s) (Non-central Building Services Installation)	NIL	NIL	NIL	NIL	NIL

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

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 Part III : The following installation(s) are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD)			
裝置類型 Type of Installations	是 YES	否 NO	不適用 N/A
照明裝置 Lighting Installations	✓		
空調裝置 Air Conditioning Installations	✓		
電力裝置 Electrical Installations	✓		
升降機及自動梯的裝置 Lift & Escalator Installations	✓		
以總能源為本的方法 Performance-based Approach			✓

## 申請建築物總樓面面積寬免的資料 Information in application for concession on gross floor area of building

- ① 預計每年每平方米能源消耗量〔以耗電量(千瓦小時)及煤氣/石油氣消耗量用量單位〕計算〕，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：
  - (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 “基線樓宇”與新建樓宇BEAM Plus標準(現行版本)第4節及附錄8中的“基準建築物模式(零分標準)”具有相同涵義。
- ③ “中央屋宇裝備裝置”與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。
- ④ 平台一般指發展項目的最低部分(通常為發展項目最低15米部分及其地庫(如適用))，並與其上的塔樓具有不同用途。對於並無明確劃分平台與塔樓的發展項目，應視整個發展項目為塔樓。

- ① The predicted annual energy use per m<sup>2</sup> per annum, in terms of electricity consumption (kWh) and town gas/LPG consumption (unit) 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 Building (current version); and
  - (b) “internal floor area”, in relation to a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- ② “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” under Section 4 and Appendix 8 of the BEAM Plus for New Building (current version).
- ③ “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation issued by the Electrical and Mechanical Services Department.
- ③ Podium(s) normally means the lowest part of the development (usually the lowest 15m of the development and its basement, if any) carrying different use(s) from that of the tower(s) above. For development without clear demarcation between podium(s) and tower(s), the development, as a whole, should be considered as tower(s).



本售樓說明書的印製日期 The date on which this sales brochure is printed

2017年10月4日

4th October 2017

改變 Changes

發展項目及其周邊地區日後可能出現改變。

There may be future changes to the Development and the surrounding areas.









