



Sales Brochure 售樓說明書



NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

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

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

4. Property area and its surroundings

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

5. Sales brochure

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

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

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

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

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

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

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

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

8. Register of Transactions

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

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor’s right to alter the building plans (if any) for an uncompleted development. The mandatory provisions to be incorporated in an ASP for uncompleted development as required by the Ordinance include a provision requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Building Authority.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors’ firm responsible for stakeholding purchasers’ payments for the property.

10. Expression of intent of purchasing a residential property

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

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific expression of intent of purchasing a particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

11. Appointment of estate agent

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

12. Appointment of solicitor

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

For first-hand uncompleted residential properties

13. Pre-sale Consent

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

14. Show flats

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

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

15. Estimated material date and handing over date

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

For first-hand completed residential properties

16. Vendor's information form

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

17. Viewing of property

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

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

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

Other useful contacts:

Consumer Council

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

Estate Agents Authority

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

Real Estate Developers Association of Hong Kong

Telephone	: 2826 0111
Fax	: 2845 2521

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

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您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款，以及其他財務優惠

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

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》（第621章）（下稱「條例」），賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i) 露台；(ii) 工作平台；以及 (iii) 陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。

- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部 and 內部尺寸²。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境（包括交通和社區設施）；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書

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

6. 政府批地文件和公契

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

7. 售樓處內有關可供揀選住宅物業的資料

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

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

² 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項－

- (i) 每個住宅物業的外部尺寸；
- (ii) 每個住宅物業的內部尺寸；
- (iii) 每個住宅物業的內部間隔的厚度；
- (iv) 每個住宅物業內個別分隔室的外部尺寸。

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

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

8. 成交紀錄冊

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

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 留意賣方有權改動未落成發展項目的建築圖則（如有的話）。如屬未落成發展項目，條例規定物業的買賣合約須載有強制性條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲建築事務監督批准後的14日內，將該項改動以書面通知買家。
- 訂立臨時買賣合約時，您須向擁有人（即賣方）支付樓價**5%**的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**（工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子）之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金（即樓價的5%）會被沒收，而擁有人（即賣方）不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人（即賣方）必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

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

11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/名稱。
- 您可委託任何地產代理（不一定是賣方所指定的地產代理），以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。
- 委託地產代理以物色物業前，您應該 –
 - 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；
 - 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及
 - 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局的網頁（網址：www.eaa.org.hk），查閱牌照目錄。

12. 委聘律師

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

適用於一手未落成住宅物業

13. 預售樓花同意書

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

14. 示範單位

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

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期³。
 - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
 - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意（視屬何種情況而定）。
 - 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
 - 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件（包括佔用許可證）發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
 - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。

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

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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

適用於一手已落成住宅物業

16. 賣方資料表格

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

17. 參觀物業

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

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

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

其他相關聯絡資料：

消費者委員會	
網址：	www.consumer.org.hk
電話：	2929 2222
電郵：	cc@consumer.org.hk
傳真：	2856 3611

地產代理監管局	
網址：	www.eaa.org.hk
電話：	2111 2777
電郵：	enquiry@eaa.org.hk
傳真：	2598 9596

香港地產建設商會	
電話：	2826 0111
傳真：	2845 2521

一手住宅物業銷售監管局
2023年3月

01 INFORMATION ON THE DEVELOPMENT

發展項目的資料

NAME OF THE DEVELOPMENT

Hemma Fab

THE NAME OF THE STREET AT WHICH THE DEVELOPMENT IS SITUATED AND THE STREET NUMBER ALLOCATED BY THE COMMISSIONER OF RATING AND VALUATION FOR THE PURPOSE OF DISTINGUISHING THE DEVELOPMENT

288 Jockey Club Road*

* This provisional street number is subject to confirmation when the Development is completed.

TOTAL NUMBER OF STOREYS OF EACH MULTI-UNIT BUILDING

Tower 1 and Tower 2: 28 storeys (including B2/F and B1/F, excluding Roof, Upper Roof & Top Roof)

THE FLOOR NUMBERING IN EACH MULTI-UNIT BUILDING AS PROVIDED IN THE APPROVED BUILDING PLANS FOR THE DEVELOPMENT

Tower 1 and Tower 2: B2/F, B1/F, G/F, 1/F – 25/F, Roof, Upper Roof and Top Roof

THE OMITTED FLOOR NUMBERS IN EACH MULTI-UNIT BUILDING IN WHICH THE FLOOR NUMBERING IS NOT IN CONSECUTIVE ORDER

Tower 1 and Tower 2: Not Applicable

THE REFUGE FLOORS (IF ANY) OF EACH MULTI-UNIT BUILDING

Tower 1 and Tower 2: Not Applicable

The Development is an uncompleted development

- The estimated material date for the development, as provided by the authorized person for the development: 30 September 2027
- The above estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.
- Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the Agreement for Sale and Purchase, without limiting any other means by which the completion of the Development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the development has been completed or is deemed to be completed (as the case may be).

Note:

“Material date” means the date on which the conditions of the land grant are complied with in respect of the Development.

發展項目的名稱

聚然

發展項目所位於的街道的名稱及由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數

馬會道 288 號*

* 此臨時門牌號數有待發展項目建成時確認。

每幢多單位建築物的樓層的總數

第 1 座及第 2 座：28 層（包括地庫 2 樓及地庫 1 樓，不包括天台、上層天台及頂層天台）

發展項目的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

第 1 座及第 2 座：地庫 2 樓、地庫 1 樓、地下、1 樓至 25 樓、天台、上層天台及頂層天台

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

第 1 座及第 2 座：不適用

每幢多單位建築物內的庇護層（如有的話）

第 1 座及第 2 座：不適用

發展項目屬未落成發展項目

- 由發展項目的認可人士提供的發展項目的預計關鍵日期：2027 年 9 月 30 日
- 上述預計關鍵日期是受到買賣合約所允許的任何延期所規限的。
- 根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明發展項目落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為發展項目已落成或當作已落成（視屬何情況而定）的確證。

註：

「關鍵日期」指批地文件的條件就發展項目而獲符合的日期。

02 INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方及有參與發展項目的其他人的資料

VENDOR

Hong Kong Housing Society

HOLDING COMPANY OF THE VENDOR

Not Applicable

AUTHORIZED PERSON FOR THE DEVELOPMENT, AND THE FIRM OR CORPORATION OF WHICH AN AUTHORIZED PERSON FOR THE DEVELOPMENT IS A PROPRIETOR, DIRECTOR OR EMPLOYEE IN HIS OR HER PROFESSIONAL CAPACITY

Mr. CHUI Pak-Chung, Patrick, Ronald Lu & Partners (Hong Kong) Limited

BUILDING CONTRACTOR FOR THE DEVELOPMENT

CR Construction Company Limited

FIRM OF SOLICITORS ACTING FOR THE OWNER IN RELATION TO THE SALE OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

Kao, Lee & Yip

ANY AUTHORIZED INSTITUTION THAT HAS MADE A LOAN, OR HAS UNDERTAKEN TO PROVIDE FINANCE, FOR THE CONSTRUCTION OF THE DEVELOPMENT

Not Applicable

ANY OTHER PERSON WHO HAS MADE A LOAN FOR THE CONSTRUCTION OF THE DEVELOPMENT

Not Applicable

賣方

香港房屋協會

賣方的控權公司

不適用

發展項目的認可人士及發展項目的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

徐柏松先生，呂元祥建築師事務所(香港)有限公司

發展項目的承建商

華營建築有限公司

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所

高李葉律師行

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構

不適用

已為發展項目的建造提供貸款的任何其他人

不適用

03 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

(a) The Vendor or a Building Contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of an Authorized Person for the Development;	Not Applicable
(b) The Vendor or a Building Contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of such an Authorized Person;	Not Applicable
(c) The Vendor or a Building Contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an Authorized Person;	Not Applicable
(d) The Vendor or a Building Contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of an associate of such an Authorized Person;	Not Applicable
(e) The Vendor or a Building Contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of an associate of such an Authorized Person;	Not Applicable
(f) The Vendor or a Building Contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of an associate of such an Authorized Person;	Not Applicable
(g) The Vendor or a Building Contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development;	Not Applicable
(h) The Vendor or a Building Contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development;	Not Applicable
(i) The Vendor or a Building Contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of a proprietor of such a firm of solicitors;	Not Applicable
(j) The Vendor, a holding company of the Vendor, or a Building Contractor for the Development, is a private company, and an Authorized Person for the Development, or an associate of such an Authorized Person, holds at least 10% of the issued shares in that Vendor, holding company or contractor;	Not Applicable

(k) The Vendor, a holding company of the Vendor, or a Building Contractor for the Development, is a listed company, and such an Authorized Person, or such an associate, holds at least 1% of the issued shares in that Vendor, holding company or contractor;	Not Applicable
(l) The Vendor or a Building Contractor for the Development is a corporation, and such an Authorized Person, or such an associate, is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;	Not Applicable
(m) The Vendor or a Building Contractor for the Development is a partnership, and such an Authorized Person, or such an associate, is an employee of that Vendor or contractor;	Not Applicable
(n) The Vendor, a holding company of the Vendor, or a Building Contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development holds at least 10% of the issued shares in that Vendor, holding company or contractor;	Not Applicable
(o) The Vendor, a holding company of the Vendor, or a Building Contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor, holding company or contractor;	Not Applicable
(p) The Vendor or a Building Contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;	Not Applicable
(q) The Vendor or a Building Contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor or contractor;	Not Applicable
(r) The Vendor or a Building Contractor for the Development is a corporation, and the corporation of which an Authorized Person for the Development is a director or employee in his or her professional capacity is an associate corporation of that Vendor or contractor or of a holding company of that Vendor;	Not Applicable
(s) The Vendor or a Building Contractor for the Development is a corporation, and that contractor is an associate corporation of that Vendor or of a holding company of that Vendor.	Not Applicable

03 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

(a) 賣方或有關發展項目的承建商屬個人，並屬該項目的認可人士的家人；	不適用
(b) 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人；	不適用
(c) 賣方或該項目的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述認可人士的家人；	不適用
(d) 賣方或該項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	不適用
(e) 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人；	不適用
(f) 賣方或該項目的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述認可人士的有聯繫人士的家人；	不適用
(g) 賣方或該項目的承建商屬個人，並屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用
(h) 賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	不適用
(i) 賣方或該項目的承建商屬法團，而該賣方或承建商（或該賣方的控權公司）的董事或秘書屬上述律師事務所的經營人的家人；	不適用
(j) 賣方、賣方的控權公司或有關發展項目的承建商屬私人公司，而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份；	不適用

(k) 賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份；	不適用
(l) 賣方或該項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書；	不適用
(m) 賣方或該項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員；	不適用
(n) 賣方、賣方的控權公司或該項目的承建商屬私人公司，而就該項目中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份；	不適用
(o) 賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份；	不適用
(p) 賣方或該項目的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書；	不適用
(q) 賣方或該項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員；	不適用
(r) 賣方或該項目的承建商屬法團，而該項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團；	不適用
(s) 賣方或該項目的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	不適用

There will be non-structural prefabricated external walls forming part of the enclosing walls of the Development.
發展項目將會有構成圍封牆的一部分的非結構的預製外牆。

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

SCHEDULE OF TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS OF EACH RESIDENTIAL PROPERTY
每個住宅物業的非結構的預製外牆的總面積表

Tower 座數	Floor 樓層	Flat 單位	Total Area of the Non-Structural Prefabricated External Walls of each Residential Property (sq. m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Tower 1 第1座	3/F – 25/F 3樓至25樓	A	0.771
		B	0.769
		C	1.374
		D	1.367
		E	0.268
		F	0.268
		G	0.549
		H	1.194
		J	1.135
		K	0.549
		L	1.229
		M	1.188
		N	0.474

Tower 座數	Floor 樓層	Flat 單位	Total Area of the Non-Structural Prefabricated External Walls of each Residential Property (sq. m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Tower 2 第2座	3/F – 25/F 3樓至25樓	A	2.202
		B	1.491
		C	2.201
		D	2.201
		E	1.472
		F	1.442
		G	1.180
		H	0.493
		J	1.449
		K	1.227
		L	1.257
		M	1.496
		N	0.276
		P	0.775
		Q	1.477

There will be no curtain walls forming part of the enclosing walls of the Development.
發展項目將不會有構成圍封牆的一部分的幕牆。

Note:
Flat I on 3/F to 25/F of Tower 1 and Tower 2 is omitted. Flat O on 3/F to 25/F of Tower 2 is omitted.

備註：
第1座及第2座之3樓至25樓不設「I」單位。第2座之3樓至25樓不設「O」單位。

05 INFORMATION ON PROPERTY MANAGEMENT

物業管理的資料

THE MANAGER OF THE DEVELOPMENT TO BE APPOINTED UNDER THE LATEST DRAFT DEED OF MUTUAL COVENANT

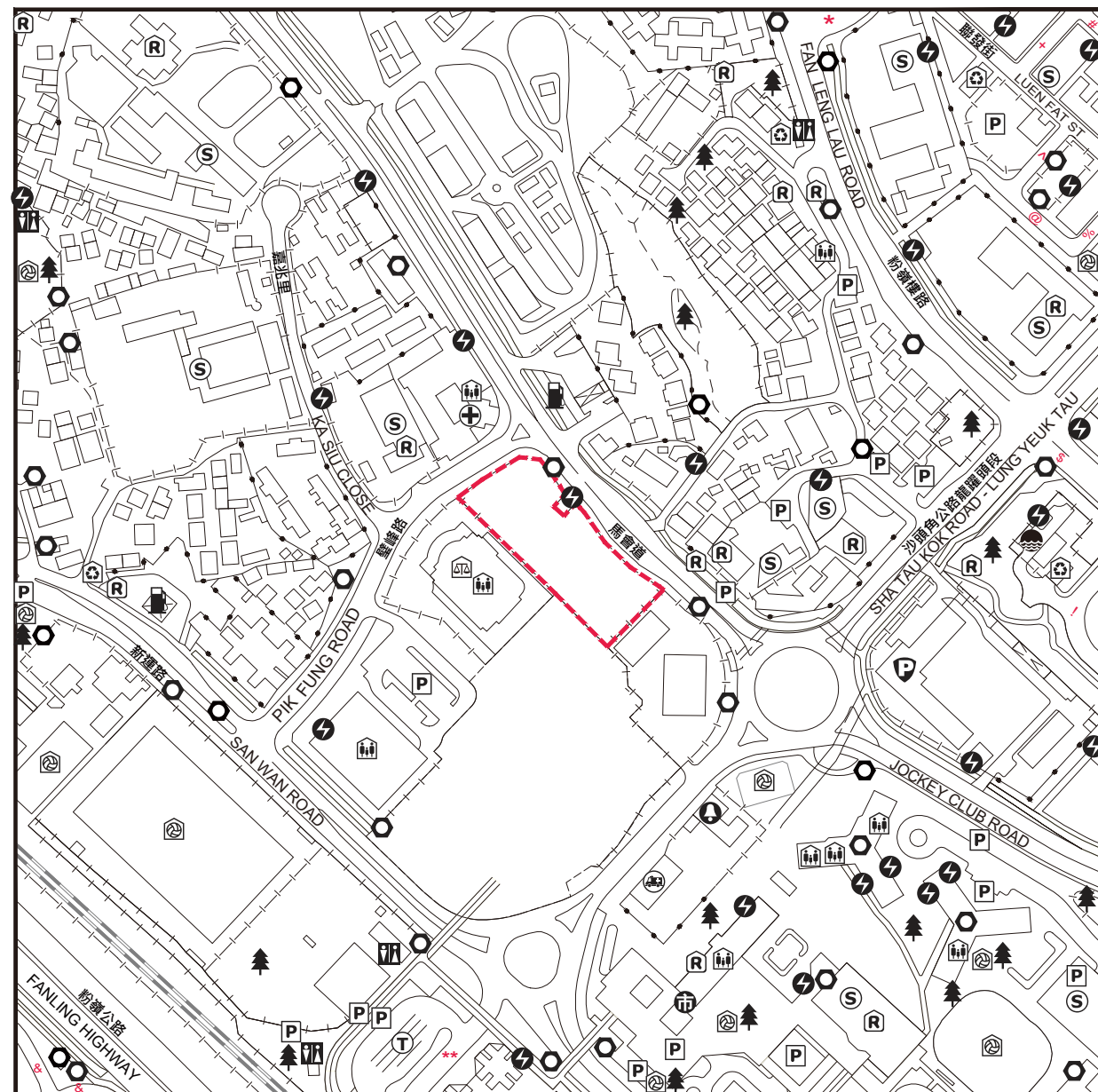
Hong Kong Housing Society

根據公契的最新擬稿將獲委任的發展項目的管理人

香港房屋協會

06 LOCATION PLAN OF THE DEVELOPMENT

發展項目的所在位置圖



 Location of the Development
發展項目的位置

Scale 比例 : 0 50 100 150 200 250M (米)

Street names in Chinese and English not shown in full on the Location Plan of the Development:
於發展項目的所在位置圖未能顯示之街道全名：

% LUEN WO ROAD 聯和道	# LUEN HING STREET 聯興街	* WO TAI STREET 和泰街
& CHI FUK CIRCUIT 置福圍	+ WO FUNG STREET 和豐街	^ LUEN FU STREET 聯富街
@ LUEN YICK STREET 聯益街	\$ LOK YIP ROAD 樂業路	! YIP CHEONG STREET 業暢街
** FANLING STATION ROAD 粉嶺車站路		

NOTATION 圖例

	Power Plant (including Electricity Sub-stations)	發電廠 (包括電力分站)
	Religious Institution (including a Church, a Temple and a Tsz Tong)	宗教場所 (包括教堂、廟宇及祠堂)
	Public Utility Installation	公用事業設施裝置
	School (including a Kindergarten)	學校 (包括幼稚園)
	Market (including a Wet Market and a Wholesale Market)	市場 (包括濕貨市場及批發市場)
	Petrol Filling Station	油站
	Sports Facilities (including a Sports Ground and a Swimming Pool)	體育設施 (包括運動場及游泳池)
	Public Convenience	公廁
	Clinic	診療所
	Social Welfare Facilities (including an Elderly Centre and a Home for the Mentally Disabled)	社會福利設施 (包括老人中心及弱智人士護理院)
	Public Transport Terminal (including a Rail Station)	公共交通總站 (包括鐵路車站)
	Refuse Collection Point	垃圾收集站
	Public Carpark (including a Lorry Park)	公眾停車場 (包括貨車停泊處)
	Judicial Facilities (including a Court and a Magistracy)	司法設施 (包括法院及裁判法院)
	Sewage Treatment Works and Facilities	污水處理廠及設施
	Police Station	警署
	Fire Station	消防局
	Ambulance Depot	救護車站
	Public Park	公園

The Location Plan is prepared with reference to the Digital Topographic Map No. T3-SW-A dated 26 April 2025 from Survey and Mapping Office of Lands Department, with adjustments where necessary.

所在位置圖參考日期為2025年4月26日之地政總署測繪處之數碼地形圖(編號為T3-SW-A)製作，有需要處經修正處理。

The Map is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.
地圖由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

Notes:

- The location plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
- The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

備註：

- 由於發展項目的邊界不規則的技術原因，此所在位置圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。
- 賣方建議準買家到發展項目作實地考察，以對該發展項目、其周邊地區環境及附近的公共設施有較佳了解。

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



● Location of the Development
發展項目的位置

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

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E185648C, dated 23 February 2023.

摘錄自地政總署測繪處於2023年2月23日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E185648C。

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Notes:

1. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
2. The Aerial Photo is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.

備註：

1. 由於發展項目的邊界不規則的技術原因，此鳥瞰照片可能顯示多於《一手住宅物業銷售條例》所要求顯示出的範圍。
2. 航空照片由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

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



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

● Location of the Development
發展項目的位置

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E185647C, dated 23 February 2023.

摘錄自地政總署測繪處於2023年2月23日在6,900呎飛行高度拍攝之鳥瞰照片，照片編號為E185647C。

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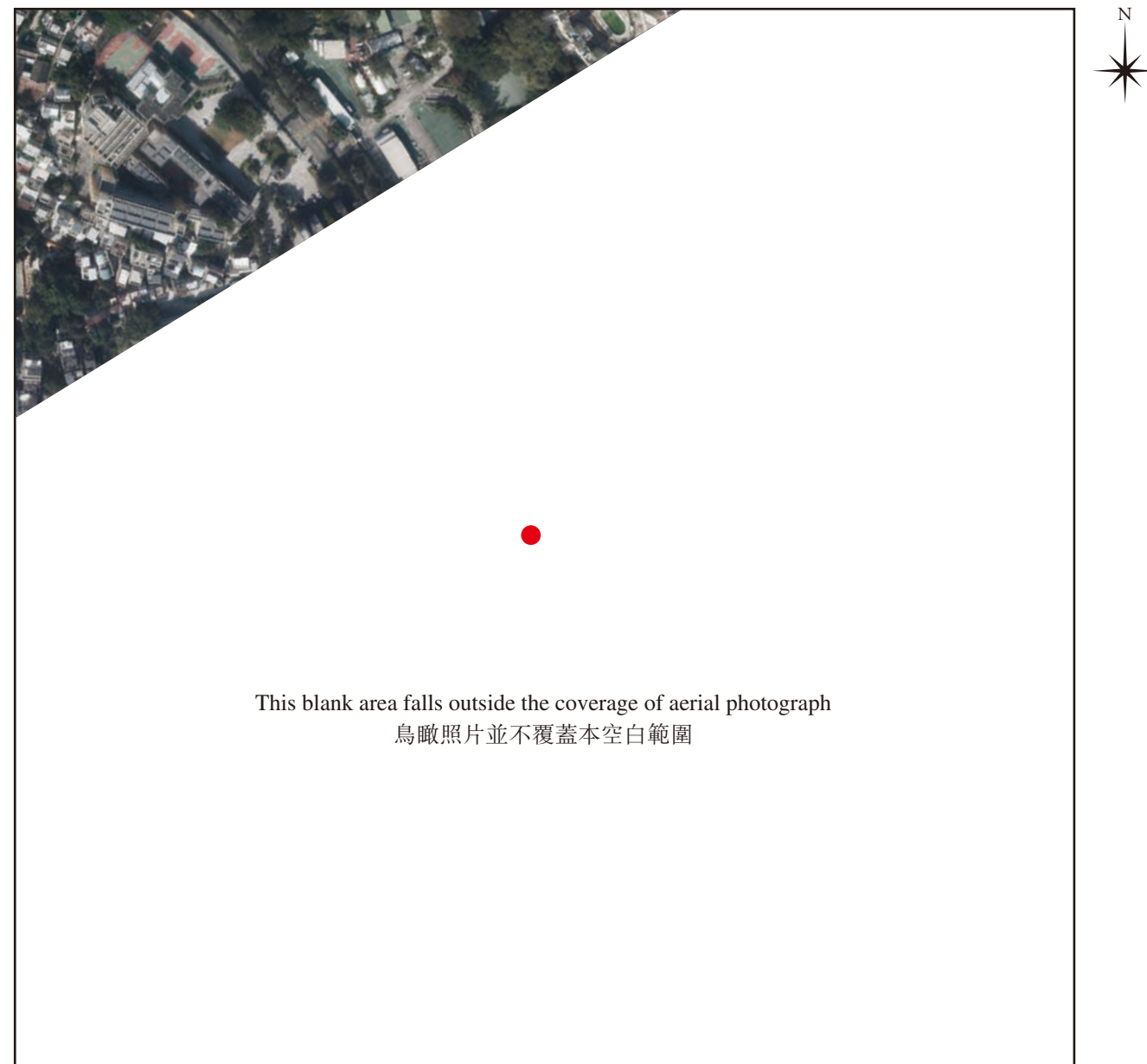
Notes:

1. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
2. The Aerial Photo is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.

備註：

1. 由於發展項目的邊界不規則的技術原因，此鳥瞰照片可能顯示多於《一手住宅物業銷售條例》所要求顯示出的範圍。
2. 航空照片由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

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



- Location of the Development
發展項目的位置

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 2,000 feet, photo no. E214770C, dated 28 December 2023.

摘錄自地政總署測繪處於2023年12月28日在2,000呎飛行高度拍攝之鳥瞰照片，照片編號為E214770C。

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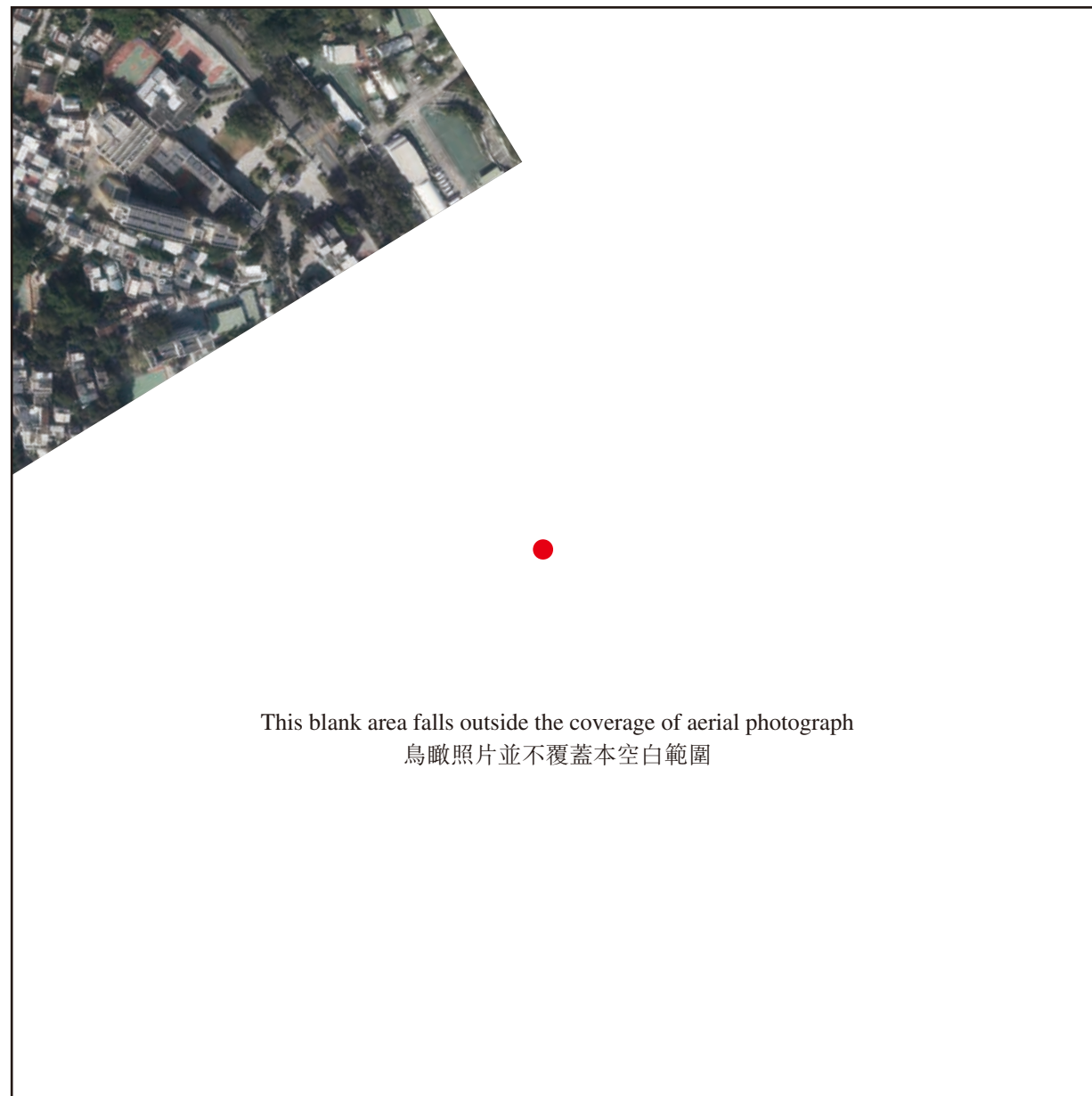
Notes:

1. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
2. The Aerial Photo is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.

備註：

1. 由於發展項目的邊界不規則的技術原因，此鳥瞰照片可能顯示多於《一手住宅物業銷售條例》所要求顯示出的範圍。
2. 航空照片由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

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



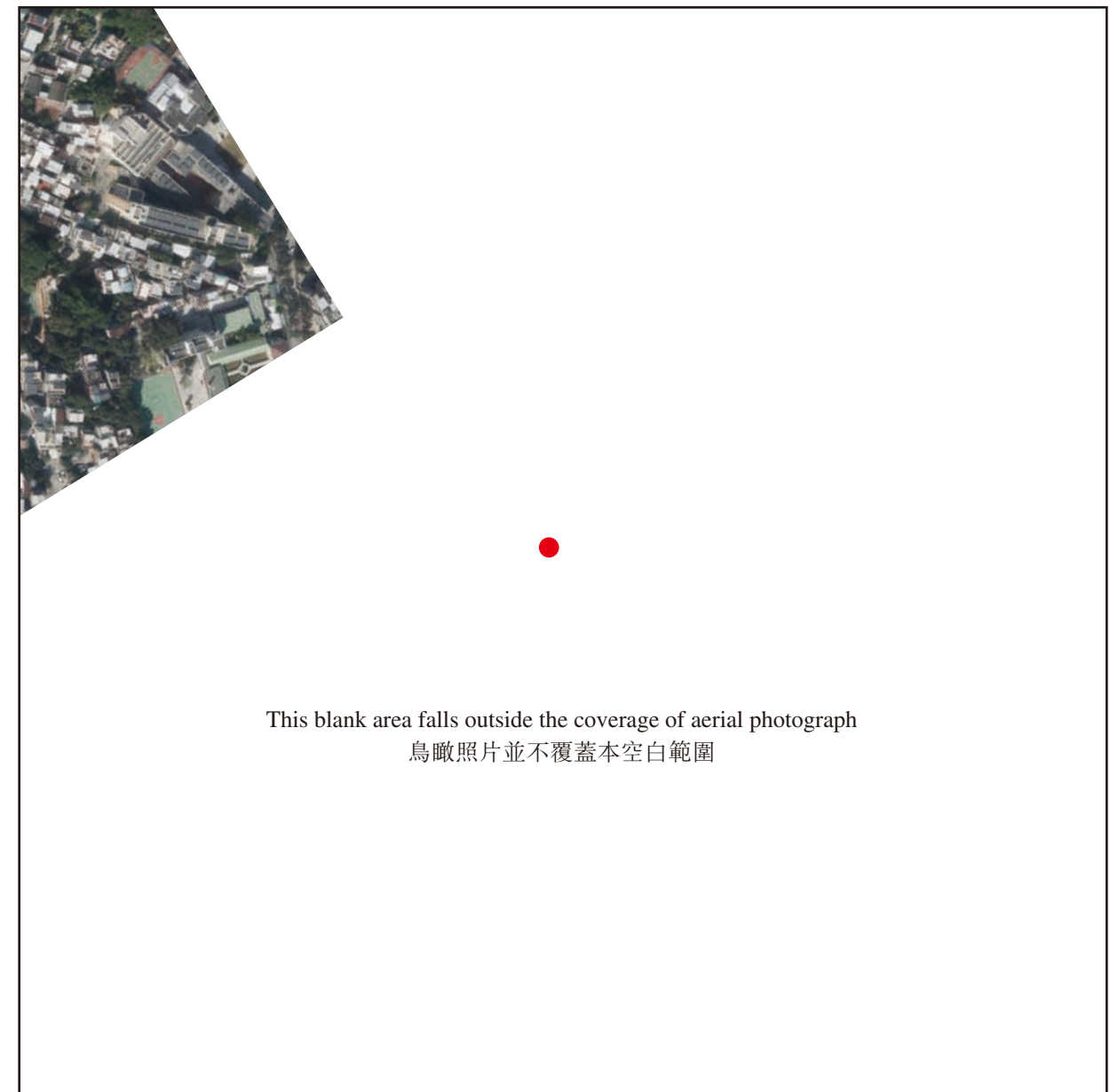
● Location of the Development
發展項目的位置

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 2,000 feet, photo no. E214771C, dated 28 December 2023.

摘錄自地政總署測繪處於2023年12月28日在2,000呎飛行高度拍攝之鳥瞰照片，照片編號為E214771C。

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● Location of the Development
發展項目的位置

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 2,000 feet, photo no. E214772C, dated 28 December 2023.

摘錄自地政總署測繪處於2023年12月28日在2,000呎飛行高度拍攝之鳥瞰照片，照片編號為E214772C。

Notes:

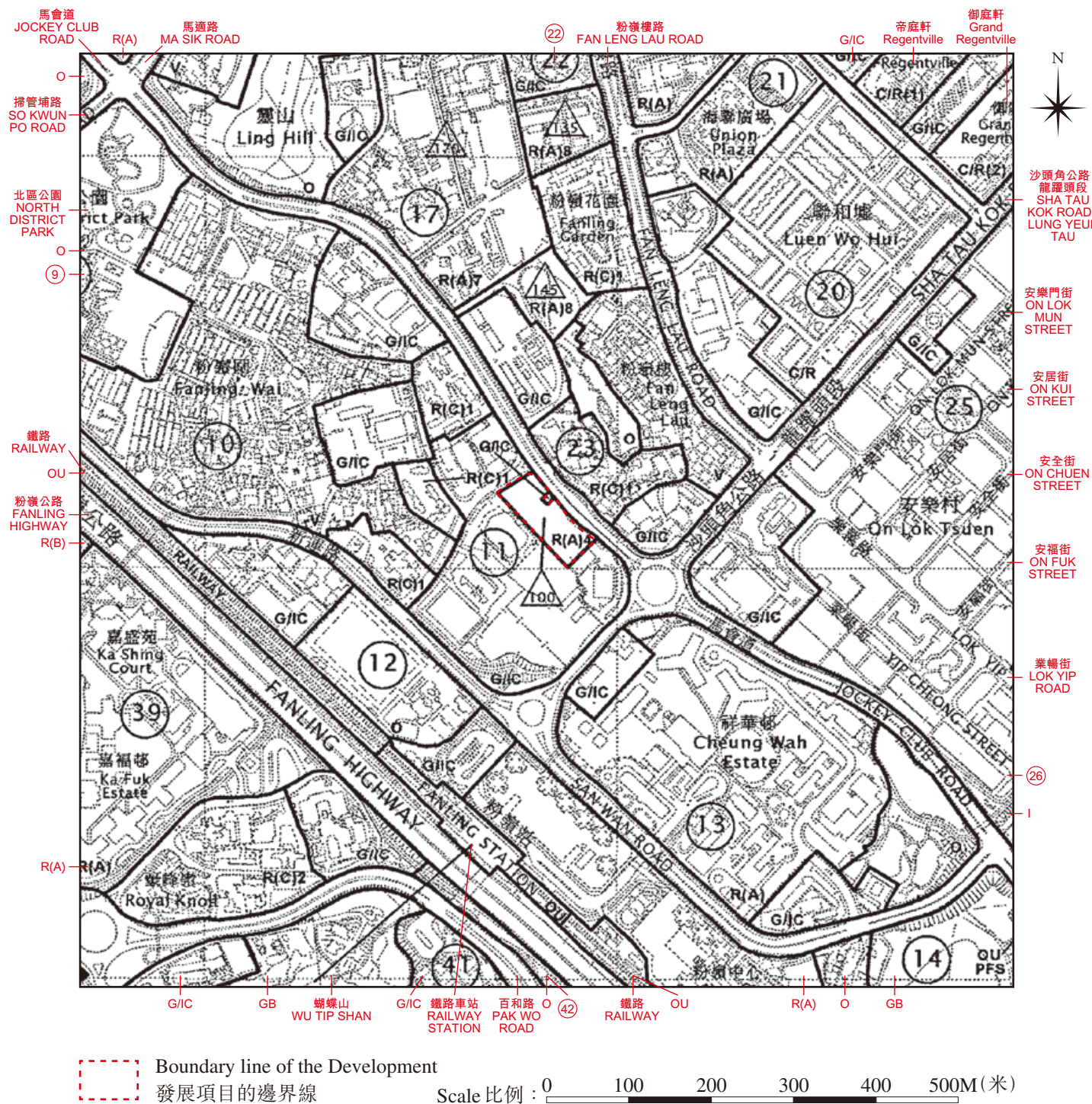
1. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
2. The Aerial Photo is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.

備註：

1. 由於發展項目的邊界不規則的技術原因，此鳥瞰照片可能顯示多於《一手住宅物業銷售條例》所要求顯示出的範圍。
2. 航空照片由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

08

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



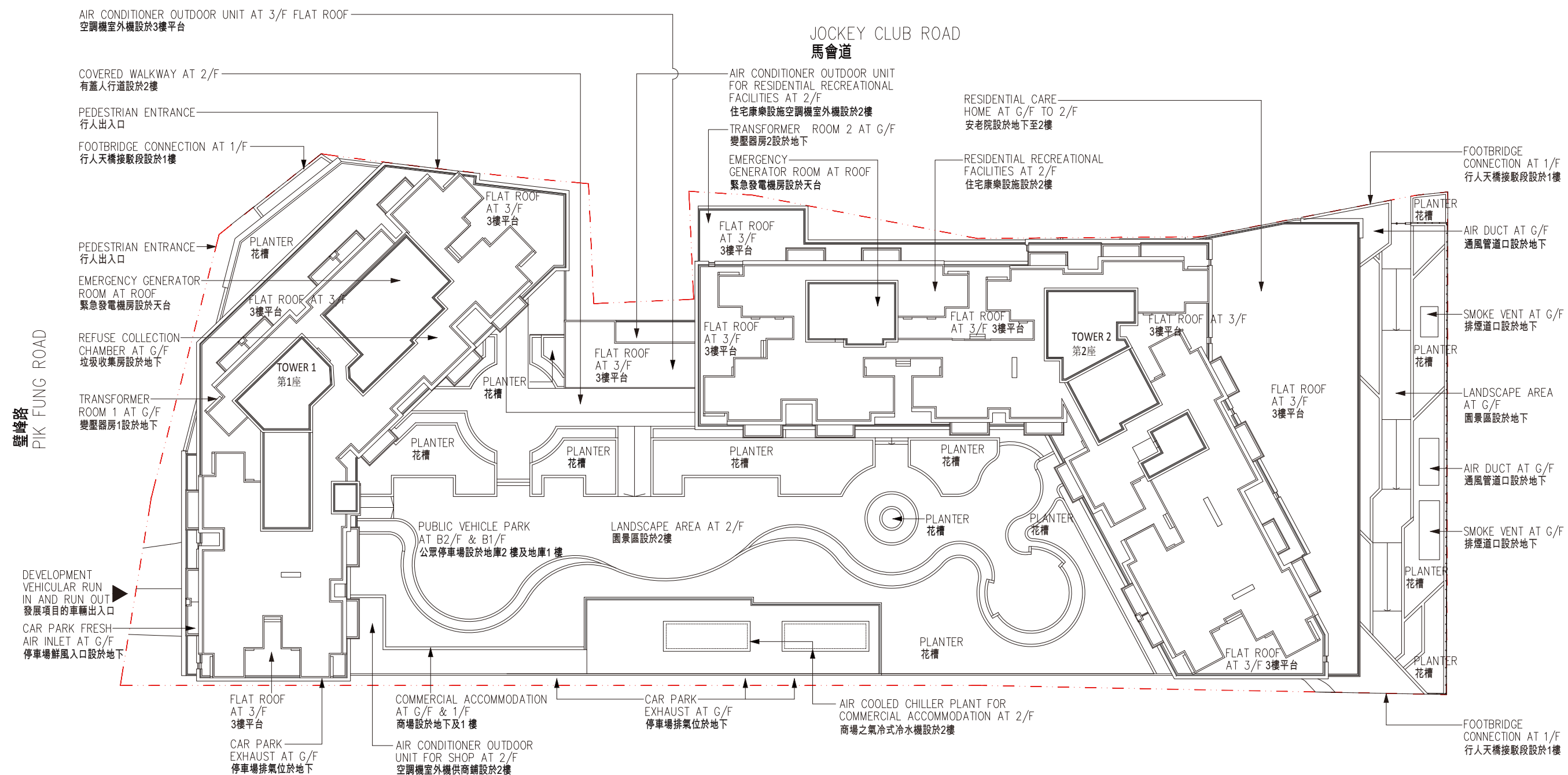
NOTATION 圖例

ZONES		地帶
	COMMERCIAL / RESIDENTIAL	商業/住宅
	RESIDENTIAL (GROUP A)	住宅 (甲類)
	RESIDENTIAL (GROUP B)	住宅 (乙類)
	RESIDENTIAL (GROUP C)	住宅 (丙類)
	VILLAGE TYPE DEVELOPMENT	鄉村式發展
	INDUSTRIAL	工業
	GOVERNMENT, INSTITUTION OR COMMUNITY	政府、機構或社區
	OPEN SPACE	休憩用地
	OTHER SPECIFIED USES	其他指定用途
	GREEN BELT	綠化地帶
COMMUNICATIONS		交通
	MAJOR ROAD AND JUNCTION	主要道路及路口
	ELEVATED ROAD	高架道路
MISCELLANEOUS		其他
	BOUNDARY OF PLANNING SCHEME	規劃範圍界線
	PLANNING AREA NUMBER	規劃區編號
	MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	最高建築物高度 (在主水平基準上若干米)
	PETROL FILLING STATION	加油站

Adopted from part of approved Fanling / Sheung Shui Outline Zoning Plan No. S/FSS/28 gazetted on 19 April 2024.
摘錄自 2024 年 4 月 19 日刊憲之粉嶺/上水分區計劃大綱核准圖，編號為 S/FSS/28。

- Notes:
- The map, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with permission of the Director of Lands. © The Government of Hong Kong SAR.
 - The Outline Zoning Plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
 - The Vendor advises prospective purchasers to conduct an on-site visit for better understanding of the Development site, its surrounding environment and the public facilities nearby.
- 備註：
- 地圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特區政府，經地政總署署長准許複印。
 - 由於發展項目的邊界不規則的技術原因，此分區計劃大綱圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。
 - 賣方建議準買方到該發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

09



▲ Carpark Entrance
停車場入口

— — — — — Boundary line of the Development
發展項目的邊界線

The estimated date of completion of the buildings and facilities within the boundary of the Development, as provided by the Authorized Person for the Development: 31 July 2026

發展項目的認可人士提供的在發展項目的界線之內的建築物及設施的預計落成日期：2026年7月31日

Scale 比例 : 0 10 20M(米)

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Legend of Terms and Abbreviations used on Floor Plans

樓面平面圖中所使用之名詞及簡稱之圖例

_/F = _Floor = __ 樓

ACOUSTIC WINDOW (BAFFLE TYPE) = 減音窗戶 (擋音式)

AC PLATFORM = Air-Conditioner Platform = 空調機平台

ARCH FEATURE = Architectural Feature = 建築裝飾

ARCH FIN = Architectural Fin = 建築裝飾

AT _/F ONLY = At _Floor Only = 位於 __ 樓

AT H/L = At High Level = 於高位

BAL & UP = Balcony & Utility Platform = 露台及工作平台

BATH = Bathroom = 浴室

BATH 1 = Bathroom 1 = 浴室 1

BATH 2 = Bathroom 2 = 浴室 2

BR 1 = Bedroom 1 = 睡房 1

BR 2 = Bedroom 2 = 睡房 2

CABLE DUCT = 電線槽

COMMON FLAT ROOF = 公共平台

DAVIT ARM PLINTH = 吊架起重機底座

DN = Down = 下

DOG HOUSE WITH HATCH DOOR = 連接下層的機電設施管道及檢修門

ELEC METER CABINET = Electrical Meter Cabinet = 電錶箱

ELECT ROOM = Electrical Meter Room = 電錶房

ELV = Extra Low Voltage Riser Duct = 特低電壓電線槽

ENHANCED ACOUSTIC BALCONY (BAFFLE TYPE) = 強效減音露台 (擋音式)

EXTRA LOW VOLTAGE ROOM = 特低電壓房

FULL HEIGHT SCREEN = 全高屏風

HR = Hose Reel = 消防喉轆

KIT = Kitchen = 廚房

LIFT = 升降機

LIV/DIN = Living / Dining Room = 客廳/飯廳

MAINTENANCE ACCESS DOOR = 檢修通道門

MBR = Master Bedroom = 主人睡房

OPEN KIT = Open Kitchen = 開放式廚房

PD = Pipe Duct = 管道槽

PIPE WELL = 管井

PROTECTED CORRIDOR CUM FIREMAN'S LIFT LOBBY = 防護走廊及消防員升降機大堂

RSMRR = Refuse Storage and Material Recovery Room = 垃圾及物料回收室

UP = 上

VD = Vent Duct = 風槽

WMC = Water Meter Cabinet = 水錶箱

Notes applicable to the floor plans of this section:

1. The dimensions in the floor plans are all structural dimensions in millimetre.
2. There may be architectural features and/or exposed pipes on external walls of some floors.
3. Common pipes exposed and/or enclosed in cladding are located at / adjacent to balcony and/or utility platform and/or air-conditioner platform and/or external wall of some residential units.
4. There are false ceiling and/or bulkheads at living / dining room, bedrooms, bathrooms and kitchen of some residential units for the installation of air-conditioning system and/or mechanical and electrical services.
5. The internal ceiling height within some residential units may vary due to structural, architectural and/or decoration design variations.
6. Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sinks, wash basins, hobs, water closets, showers, sink counters, etc., are retrieved from the latest approved building plans and are for general indication only and are indications of their approximate locations only but not indications of their actual sizes, designs and shapes.
7. Balcony and utility platforms are non-enclosed areas.

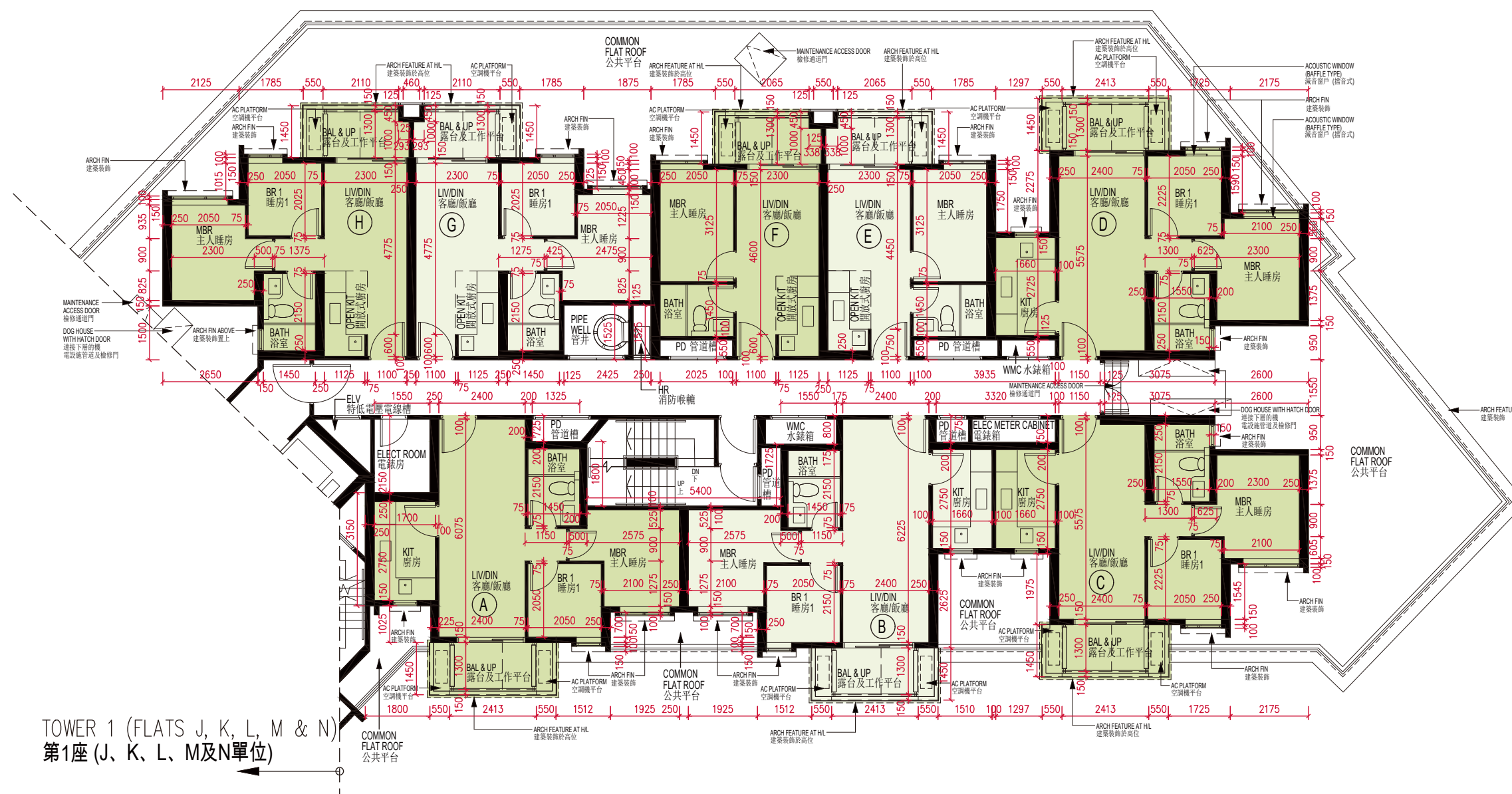
適用於本節各樓面平面圖之備註：

1. 樓面平面圖所列之尺寸數字為以毫米標示的建築結構尺寸。
2. 部分樓層外牆或設有建築裝飾及/或外露喉管。
3. 部分住宅單位的露台及/或工作平台及/或空調機平台及/或外牆或其鄰近地方設有外露及/或內藏於飾板的公用喉管。
4. 部份住宅單位客廳/飯廳、睡房、浴室及廚房之假天花及/或裝飾橫樑內裝有空調系統及/或其他機電設備。
5. 部分住宅單位之天花高度將會因應結構、建築設計及/或裝修設計上的需要而有差異。
6. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、面盆、煮食爐、坐廁、淋浴間、洗滌盆櫃等乃摘自最新經批准之建築圖則，只作一般性標誌及只供展示其大約位置而非展示其實際大小、設計及形狀。
7. 露台及工作平台為不可封閉的地方。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1 3/F (FLATS A, B, C, D, E, F, G & H)
第1座 3樓(A、B、C、D、E、F、G及H單位)



Scale 比例: 0 2 4M(米)

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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 1 第1座							
		Flat 單位							
		A	B	C	D	E	F	G	H
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	3/F 3樓	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2850, 2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450

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

- Notes:
1. Please refer to page 21 of this sales brochure for the meanings of the terms and abbreviations shown on the floor plan.

2. According to Special Condition No. (12)(d) of the Land Grant, the total number of residential units erected or to be erected on Fanling Sheung Shui Town Lot No. 282 (“the lot”) shall not be less than 620.

3. According to Special Condition No. (63) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential units erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.

4. According to Clause 16 of Subsection B of Section V of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”):

(a) Except with the prior written consent of the Director of Lands, no Owner (as defined in the DMC) shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit (as defined in the DMC), including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit.

(b) The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (63) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).

5. The total number of residential units provided in the Development is 644.

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於發展項目內的住宅物業，因發展項目的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

- 備註：
1. 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第 21 頁。

2. 根據批地文件特別條款第(12)(d)條，在粉嶺上水市地段第282號（「該地段」）上已建或擬建之住宅單位總數須不少於620個。

3. 根據批地文件特別條款第(63)條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。

4. 根據發展項目之公契及管理協議（「公契」）第V節第B分節第16條：

(a) 除非獲得地政總署署長事先書面同意，業主（按公契界定）不得進行或准許或容受他人進行任何與任何住宅單位（按公契界定）有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往任何毗連或毗鄰住宅單位。

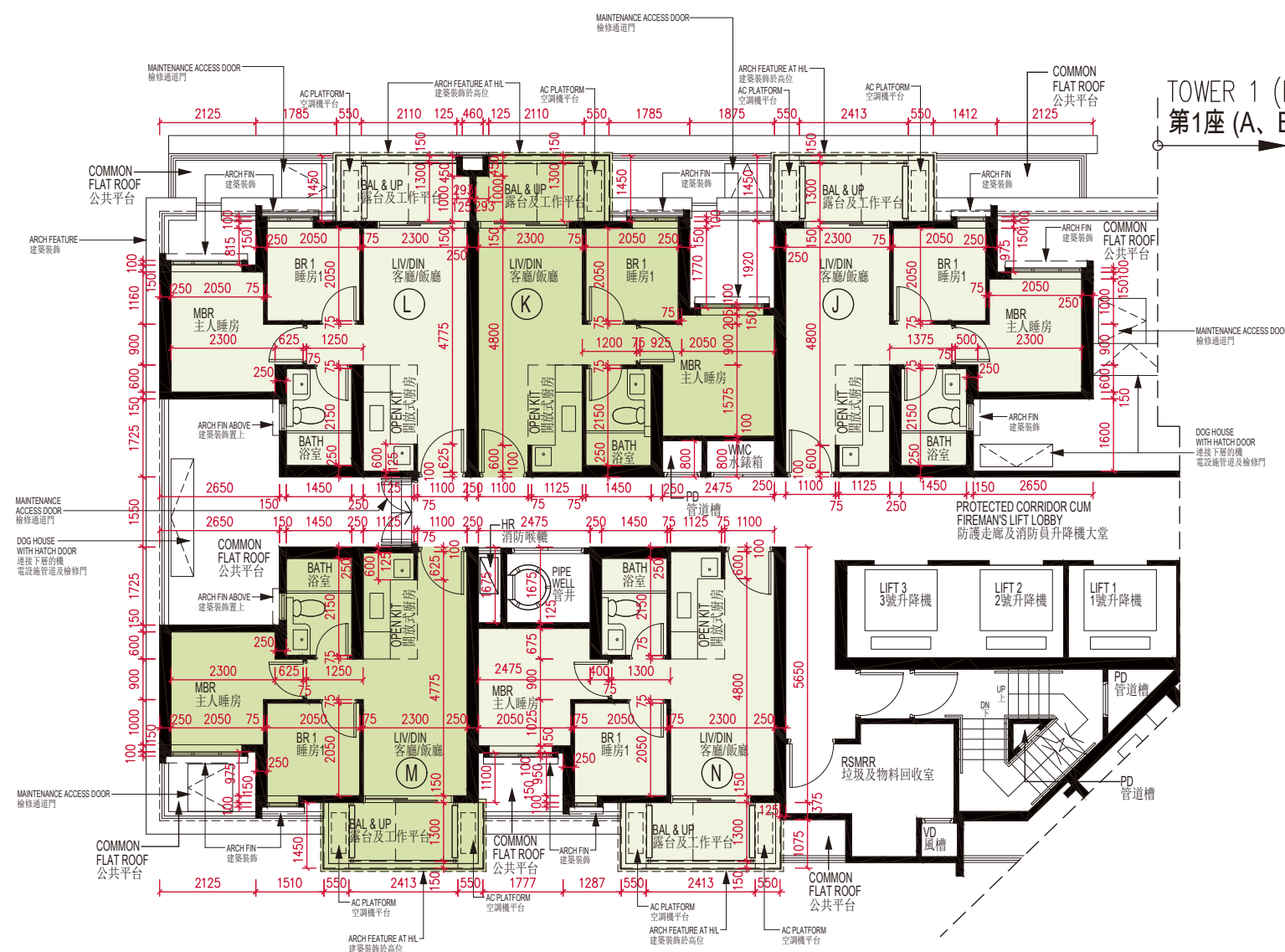
(b) 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第(63)條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。

5. 發展項目提供的住宅物業總數為644個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1 3/F (FLATS J, K, L, M & N)
第1座 3樓 (J、K、L、M及N單位)



TOWER 1 (FLATS A, B, C, D, E, F, G & H)
第1座 (A、B、C、D、E、F、G及H單位)

Scale 比例 : 0 2 4M(米)

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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 1 第1座				
		Flat 單位				
		J	K	L	M	N
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	3/F 3樓	125, 150	125, 150	125, 150	125, 150	125, 150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450

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

Notes:

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 - The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (63) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).
- The total number of residential units provided in the Development is 644.

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備註：

- 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第 21 頁。
- 根據批地文件特別條款第(12)(d)條，在粉嶺上水市地段第 282 號（「該地段」）上已建或擬建之住宅單位總數須不少於 620 個。
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- 發展項目提供的住宅物業總數為 644 個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1 4/F – 25/F (FLATS A, B, C, D, E, F, G & H)
第1座 4樓至25樓 (A、B、C、D、E、F、G及H單位)



Scale 比例 : 0 2 4M(米)

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 1 第1座							
		Flat 單位							
		A	B	C	D	E	F	G	H
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	4/F – 25/F 4樓至25樓	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 (指該樓層之石屎地台面與上一層石屎地台面之高度距離) (毫米)	4/F – 24/F 4樓至24樓	2950	2950	2950	2950	2950	2950	2950	2950
	25/F 25樓	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250

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

Notes:

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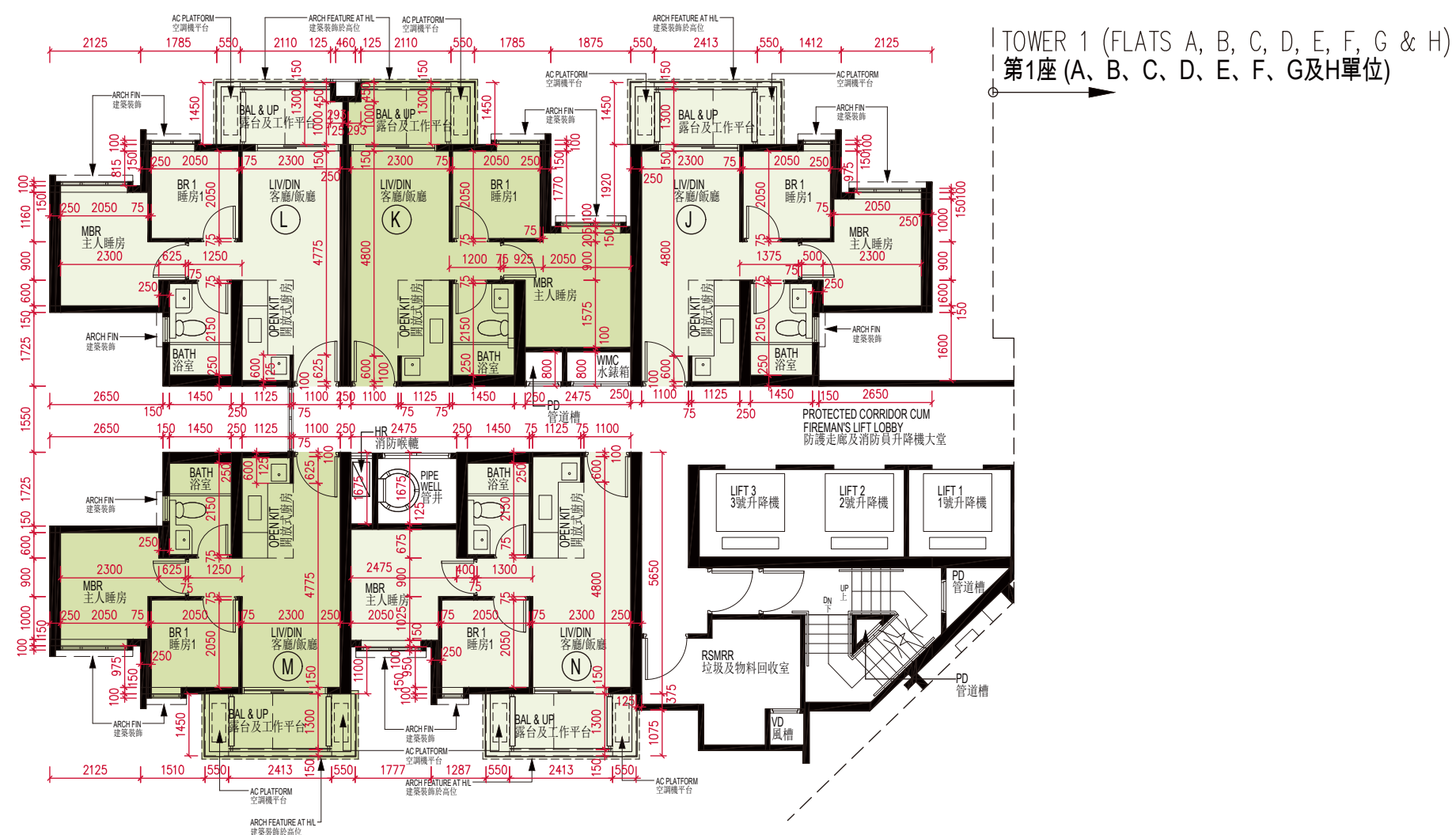
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10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1 4/F – 25/F (FLATS J, K, L, M & N)
第1座 4樓至25樓 (J、K、L、M及N單位)



Scale 比例 : 0 2 4M(米)

10

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 1 第1座				
		Flat 單位				
		J	K	L	M	N
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	4/F – 25/F 4樓至25樓	125, 150	125, 150	125, 150	125, 150	125, 150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）	4/F – 24/F 4樓至24樓	2950	2950	2950	2950	2950
	25/F 25樓	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250

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

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 - The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (63) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).
- The total number of residential units provided in the Development is 644.

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於發展項目內的住宅物業，因發展項目的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

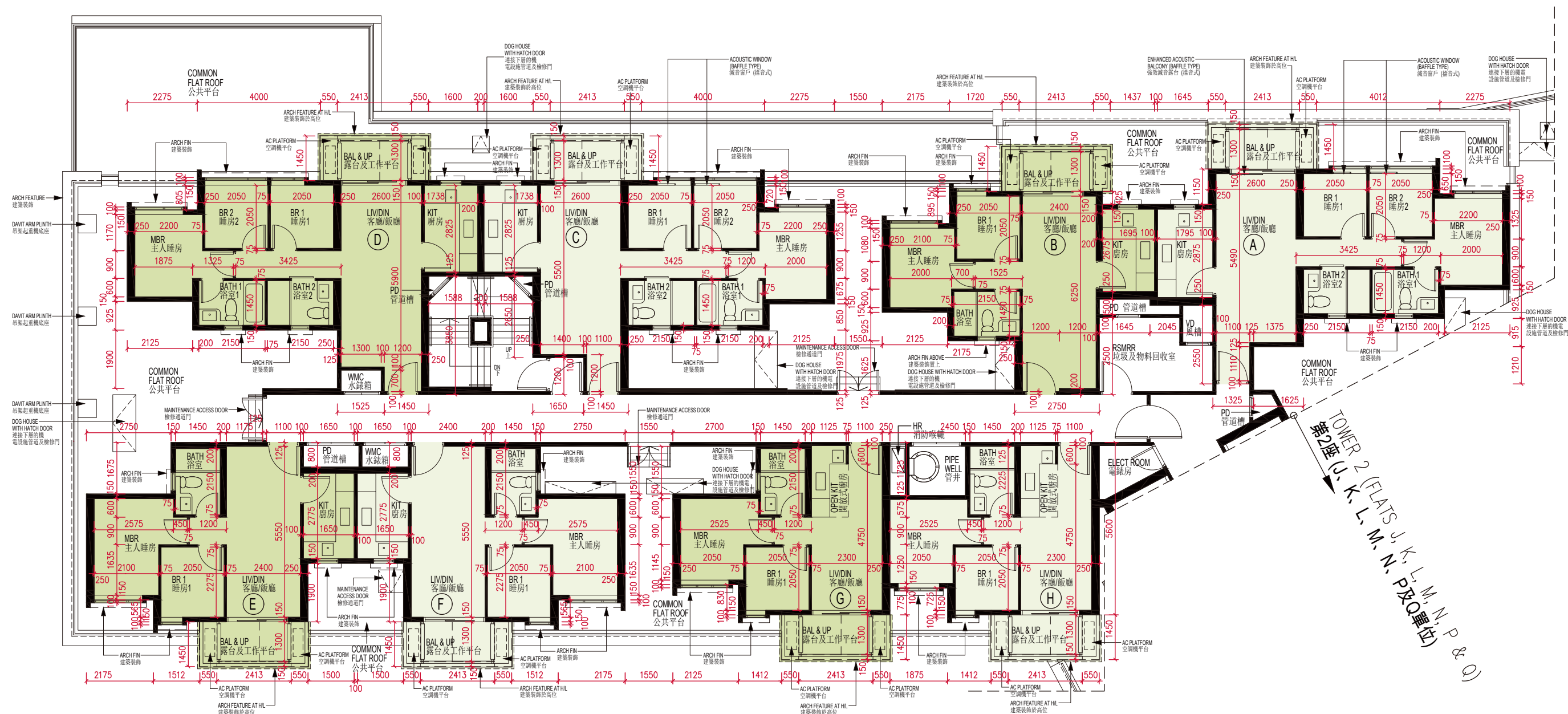
備註：

- 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第21頁。
- 根據批地文件特別條款第(12)(d)條，在粉嶺上水市地段第282號（「該地段」）上已建或擬建之住宅單位總數須不少於620個。
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 - 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第(63)條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。
- 發展項目提供的住宅物業總數為644個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2 3/F (FLATS A, B, C, D, E, F, G & H)
第2座 3樓(A、B、C、D、E、F、G及H單位)



Scale 比例: 0 2 4M(米)

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 2 第2座							
		Flat 單位							
		A	B	C	D	E	F	G	H
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	3/F 3樓	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2850, 2950, 3150, 3450	2950, 3150, 3450

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

- Notes:
1. Please refer to page 21 of this sales brochure for the meanings of the terms and abbreviations shown on the floor plan.

2. According to Special Condition No. (12)(d) of the Land Grant, the total number of residential units erected or to be erected on Fanling Sheung Shui Town Lot No. 282 (“the lot”) shall not be less than 620.

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(b) The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (63) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).

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1. 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第 21 頁。

2. 根據批地文件特別條款第 (12)(d) 條，在粉嶺上水市地段第 282 號（「該地段」）上已建或擬建之住宅單位總數須不少於 620 個。

3. 根據批地文件特別條款第 (63) 條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。

4. 根據發展項目之公契及管理協議（「公契」）第 V 節第 B 分節第 16 條：

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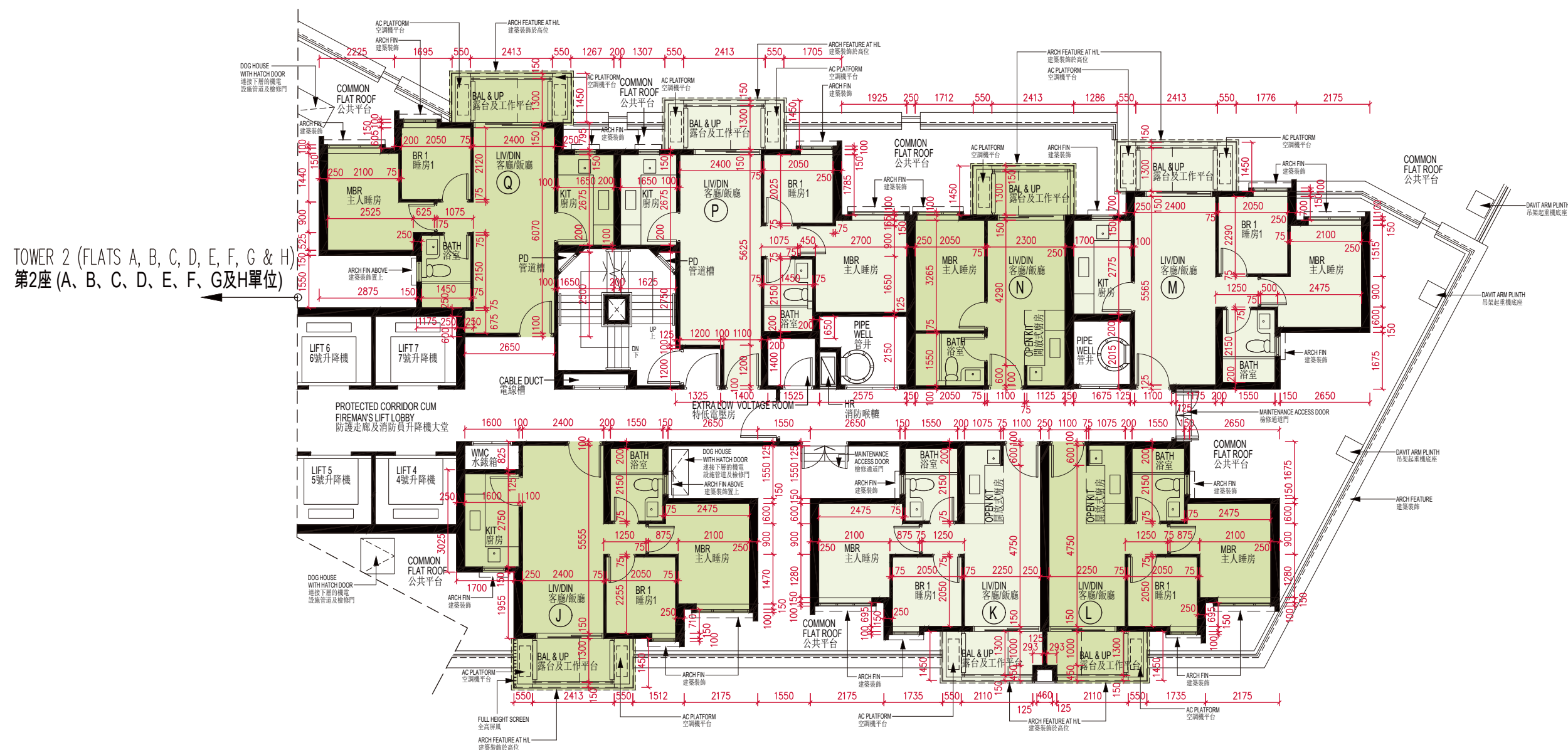
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5. 發展項目提供的住宅物業總數為 644 個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2 3/F (FLATS J, K, L, M, N, P & Q)
第2座 3樓(J、K、L、M、N、P及Q單位)



Scale 比例: 0 2 4M(米)

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 2 第2座						
		Flat 單位						
		J	K	L	M	N	P	Q
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	3/F 3樓	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）		2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450	2950, 3150, 3450

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

- Notes:
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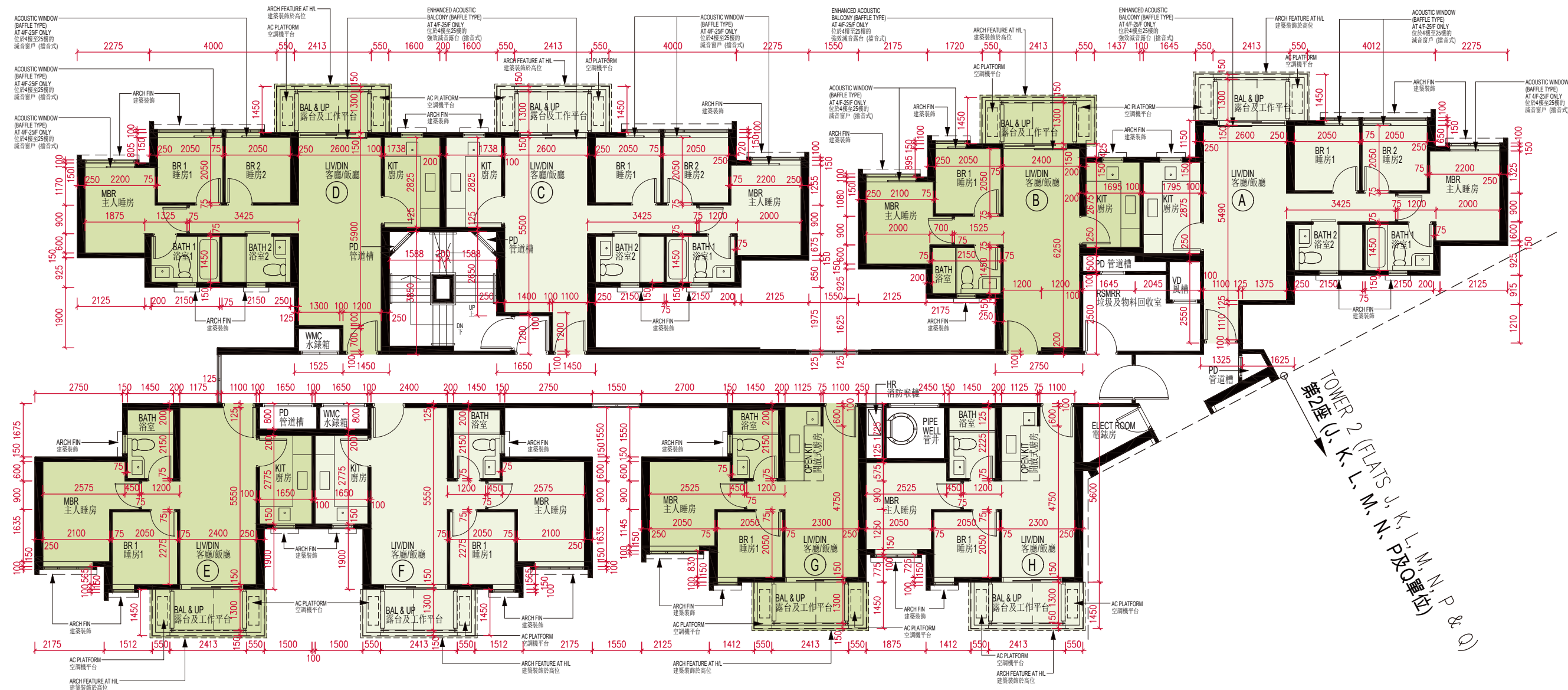
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於發展項目內的住宅物業，因發展項目的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

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10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2 4/F – 25/F (FLATS A, B, C, D, E, F, G & H)
第2座 4樓至25樓 (A、B、C、D、E、F、G及H單位)



10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 2 第2座							
		Flat 單位							
		A	B	C	D	E	F	G	H
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	4/F – 25/F 4樓至25樓	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）	4/F – 24/F 4樓至24樓	2950	2950	2950	2950	2950	2950	2950	2950
	25/F 25樓	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250

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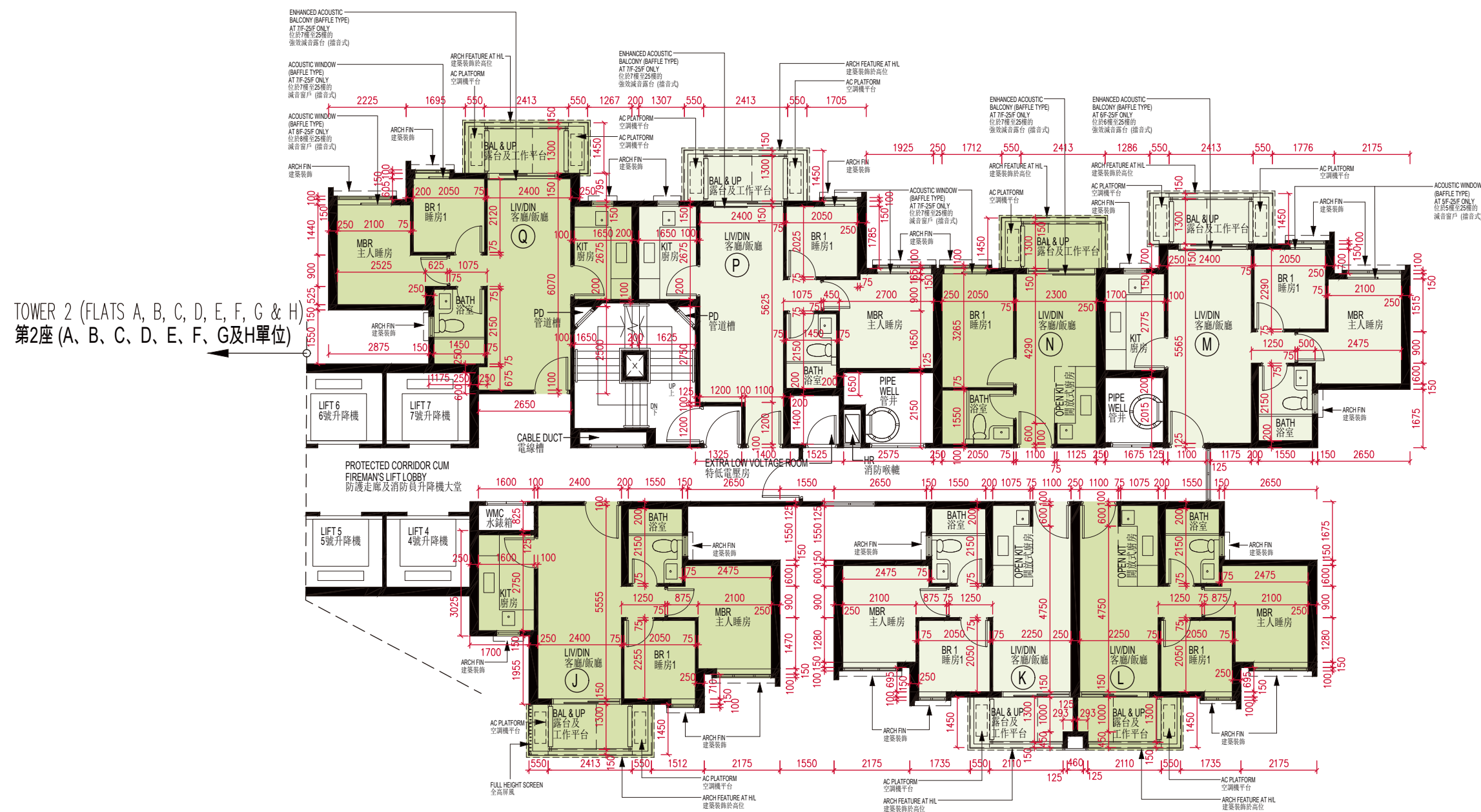
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5. 發展項目提供的住宅物業總數為644個。

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2 4/F – 25/F (FLATS J, K, L, M, N, P & Q)
第2座 4樓至25樓 (J、K、L、M、N、P及Q單位)



Scale 比例: 0 2 4M(米)

10 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

	Floor 樓層	Tower 2 第2座						
		Flat 單位						
		J	K	L	M	N	P	Q
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	4/F – 25/F 4樓至25樓	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）	4/F – 24/F 4樓至24樓	2950	2950	2950	2950	2950	2950	2950
	25/F 25樓	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250	2950, 3250

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

Notes:

- Please refer to page 21 of this sales brochure for the meanings of the terms and abbreviations shown on the floor plan.
- According to Special Condition No. (12)(d) of the Land Grant, the total number of residential units erected or to be erected on Fanling Sheung Shui Town Lot No. 282 (“the lot”) shall not be less than 620.
- According to Special Condition No. (63) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential units erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.
- According to Clause 16 of Subsection B of Section V of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”):
 - Except with the prior written consent of the Director of Lands, no Owner (as defined in the DMC) shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit (as defined in the DMC), including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit.
 - The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (63) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).
- The total number of residential units provided in the Development is 644.

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於發展項目內的住宅物業，因發展項目的設計並不牽涉住宅物業的較高樓層的結構牆的厚度遞減。）

備註：

- 樓面平面圖中顯示之名詞及簡稱之詞彙表詳列於本售樓說明書第21頁。
- 根據批地文件特別條款第(12)(d)條，在粉嶺上水市地段第282號（「該地段」）上已建或擬建之住宅單位總數須不少於620個。
- 根據批地文件特別條款第(63)條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。
- 根據發展項目之公契及管理協議（「公契」）第V節第B分節第16條：
 - 除非獲得地政總署署長事先書面同意，業主（按公契界定）不得進行或准許或容受他人進行任何與任何住宅單位（按公契界定）有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往任何毗連或毗鄰住宅單位。
 - 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第(63)條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。
- 發展項目提供的住宅物業總數為644個。

11

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

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第1座	3/F 3樓	A	44.229 (476) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		B	44.002 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		C	44.007 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		D	44.009 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		E	28.034 (302) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		F	28.143 (303) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		G	36.111 (389) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－

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

Notes:

1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer, which may be slightly different from the areas presented in square metres.
2. Flat I of Tower 1 is omitted.
3. There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台 (如有) 之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目 (如有) 的面積 (不包括在實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
2. 第1座不設「I」單位。
3. 發展項目住宅物業並無陽台。

11

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

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第1座	3/F 3樓	H	36.002 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		J	36.005 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		K	36.000 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		L	36.006 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		M	36.013 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		N	36.071 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－

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

- Notes:
- The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer, which may be slightly different from the areas presented in square metres.
 - Flat I of Tower 1 is omitted.
 - There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台 (如有) 之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目 (如有) 的面積 (不包括在實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 備註：
- 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
 - 第1座不設「I」單位。
 - 發展項目住宅物業並無陽台。

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

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第1座	4/F – 25/F 4樓至25樓	A	44.229 (476) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		B	44.002 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		C	44.007 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		D	44.009 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		E	28.034 (302) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		F	28.143 (303) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		G	36.111 (389) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–

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

Notes:

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2. Flat I of Tower 1 is omitted.
3. There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台 (如有) 之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目 (如有) 的面積 (不包括在實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
2. 第1座不設「I」單位。
3. 發展項目住宅物業並無陽台。

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

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第1座	4/F – 25/F 4樓至25樓	H	36.002 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		J	36.005 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		K	36.000 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		L	36.006 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		M	36.013 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		N	36.071 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–

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

- Notes:
- 1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer, which may be slightly different from the areas presented in square metres.
 - 2. Flat I of Tower 1 is omitted.
 - 3. There is no verandah in the residential properties in the Development.

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- 備註：
- 1. 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
 - 2. 第1座不設「I」單位。
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AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
發展項目中的住宅物業的面積

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	3/F 3樓	A	57.034 (614) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：- (-)	-	-	-	-	-	-	-	-	-	-
		B	44.022 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：- (-)	-	-	-	-	-	-	-	-	-	-
		C	57.006 (614) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：- (-)	-	-	-	-	-	-	-	-	-	-
		D	57.230 (616) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：- (-)	-	-	-	-	-	-	-	-	-	-
		E	44.003 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：- (-)	-	-	-	-	-	-	-	-	-	-
		F	44.003 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：- (-)	-	-	-	-	-	-	-	-	-	-
		G	36.001 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：- (-)	-	-	-	-	-	-	-	-	-	-
		H	36.088 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：- (-)	-	-	-	-	-	-	-	-	-	-

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

Notes:

1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer, which may be slightly different from the areas presented in square metres.
2. Flat I and Flat O of Tower 2 are omitted.
3. There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台 (如有) 之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目 (如有) 的面積 (不包括在實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
2. 第2座不設「I」及「O」單位。
3. 發展項目住宅物業並無陽台。

11

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

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	3/F 3樓	J	44.005 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		K	36.003 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		L	36.003 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		M	44.243 (476) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		N	28.051 (302) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		P	44.137 (475) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－
		Q	44.069 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：－(－)	－	－	－	－	－	－	－	－	－	－

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

Notes:

1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer, which may be slightly different from the areas presented in square metres.
2. Flat I and Flat O of Tower 2 are omitted.
3. There is no verandah in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台 (如有) 之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目 (如有) 的面積 (不包括在實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
2. 第2座不設「I」及「O」單位。
3. 發展項目住宅物業並無陽台。

11

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

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	4/F – 25/F 4樓至25樓	A	57.034 (614) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		B	44.022 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		C	57.006 (614) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		D	57.230 (616) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		E	44.003 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		F	44.003 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		G	36.001 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		H	36.088 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–

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

Notes:

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每個住宅物業的實用面積以及構成住宅物業一部分的範圍內的露台、工作平台或陽台 (如有) 之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。構成住宅物業一部分的範圍內其他指明項目 (如有) 的面積 (不包括在實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

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

11

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

Description of Residential Property 住宅物業的描述			Saleable Area (Including balcony, utility platform and verandah (if any)) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	4/F – 25/F 4樓至25樓	J	44.005 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		K	36.003 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		L	36.003 (388) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		M	44.243 (476) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		N	28.051 (302) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		P	44.137 (475) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–
		Q	44.069 (474) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16) Verandah 陽台：– (–)	–	–	–	–	–	–	–	–	–	–

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Notes:

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2. Flat I and Flat O of Tower 2 are omitted.
3. There is no verandah in the residential properties in the Development.

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備註：

1. 以平方呎列出的面積由以平方米列出的面積以1平方米 = 10.764平方呎換算，並以四捨五入至整數，與以平方米表述之面積可能有些微差異。
2. 第2座不設「I」及「O」單位。
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12 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

B2/F
地庫2樓



Location, Numbers, Dimensions and Area of Parking Spaces on B2/F
地庫2樓的停車位的位置、數目、尺寸及面積

Category of Parking Spaces 停車位類別	Number 數目	Dimensions of each Parking Space (L x W) (m.) 每個停車位的尺寸 (長 x 闊) (米)	Area of each Parking Space (sq. m.) 每個停車位的面積 (平方米)
Bicycle Parking Spaces 單車停車位	43	1.8 x 0.8	1.44
Parking Spaces Provided within the Public Vehicle Park (for Parking of Motor Vehicles) 公眾停車場中提供的停車位 (供停泊汽車)	128	5.0 x 2.5	12.5
Parking Spaces Provided within the Public Vehicle Park (for Parking of Motor Vehicles by Disabled Persons) 公眾停車場中提供的停車位 (供傷殘人士停泊汽車)	2	5.0 x 2.5	12.5
Non-Industrial Motor Cycle Parking Spaces 非工業電單車停車位	2	2.4 x 1.0	2.4

Each bicycle parking space can park 2 bicycles.
每個單車停車位可停泊2輛單車。

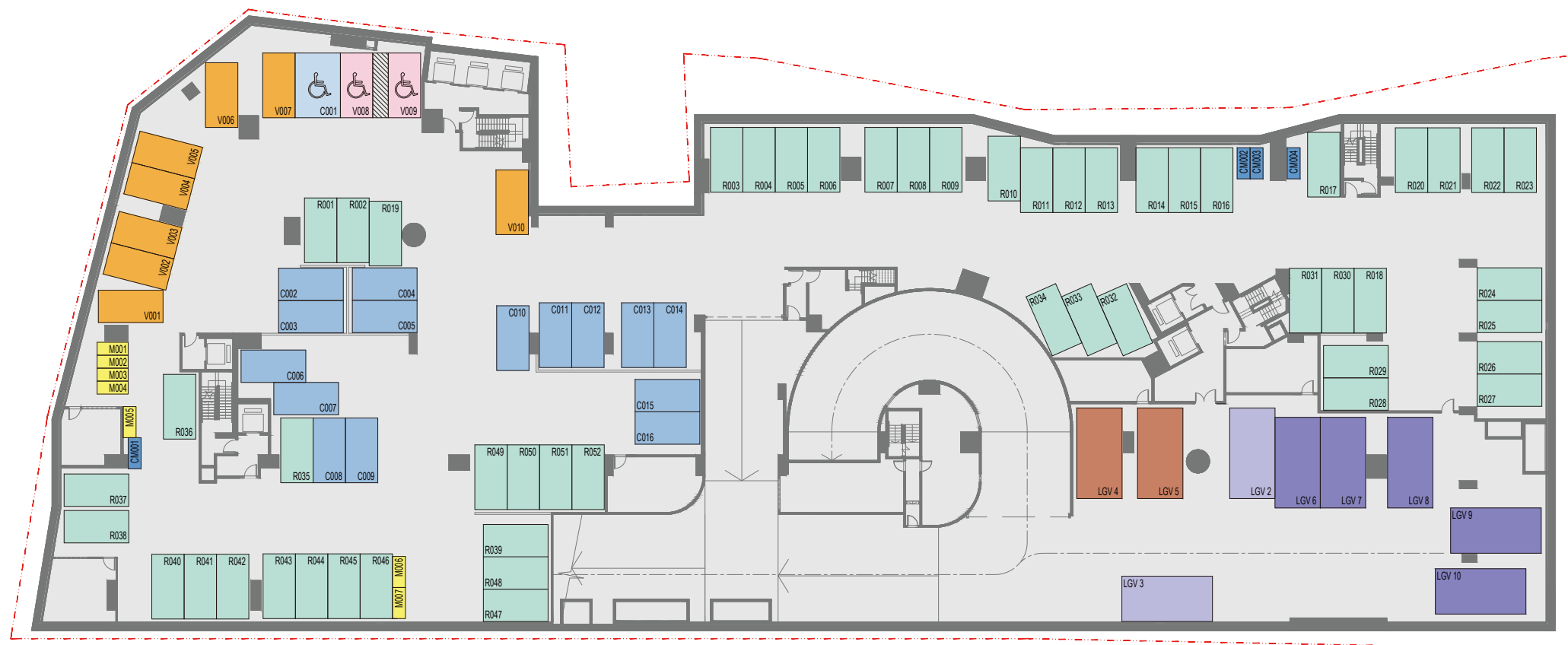
Boundary line of the Development
發展項目的邊界線

Scale 比例 : 0 10 20M(米)

12 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

B1/F
地庫1樓



Boundary line of the Development
發展項目的邊界線

Scale 比例 : 0 10 20M (米)

12

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

Location, Numbers, Dimensions and Area of Parking Spaces on B1/F

地庫1樓的停車位的位置、數目、尺寸及面積

Category of Parking Spaces 停車位類別	Number 數目	Dimensions of each Parking Space (L x W) (m.) 每個停車位的尺寸(長x闊)(米)	Area of each Parking Space (sq. m.) 每個停車位的面積(平方米)
 Residential Parking Spaces 住宅停車位	52	5.0 x 2.5	12.5
 Visitors' Parking Spaces (also Parking Spaces for Disabled Persons) 訪客停車位(同時亦為傷殘人士停車位)	2	5.0 x 2.5	12.5
 Residential Motor Cycle Parking Spaces 住宅電單車停車位	7	2.4 x 1.0	2.4
 Residential Light Goods Vehicle Parking Spaces 住宅輕型貨車停車位	2	7.0 x 3.5	24.5
 Visitors' Parking Spaces 訪客停車位	8	5.0 x 2.5	12.5
 Parking Spaces Provided within the Public Vehicle Park (for Parking of Light Goods Vehicles) 公眾停車場中提供的停車位(供停泊輕型貨車)	5	7.0 x 3.5	24.5
 Non-Industrial Loading and Unloading Spaces (Commercial Accommodation) 非工業上落客貨停車位(商場)	2	7.0 x 3.5	24.5
 Non-Industrial Parking Spaces 非工業停車位	15	5.0 x 2.5	12.5
 Non-Industrial Motor Cycle Parking Spaces 非工業電單車停車位	4	2.4 x 1.0	2.4
 Non-Industrial Parking Space for Disabled Persons 非工業傷殘人士停車位	1	5.0 x 3.5	17.5

12 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

G/F
地下



Location, Numbers, Dimensions and Area of Parking Spaces on G/F
地下的停車位的位置、數目、尺寸及面積

Category of Parking Spaces 停車位類別	Number 數目	Dimensions of each Parking Space (L x W) (m.) 每個停車位的尺寸 (長 x 闊) (米)	Area of each Parking Space (sq. m.) 每個停車位的面積 (平方米)
Refuse Collection Vehicle Loading / Unloading Space Operation 垃圾收集車裝卸操作停車位	1	12.0 x 5.0	60.0
Residential Loading and Unloading Spaces 住宅上落客貨停車位	2	11.0 x 3.5	38.5
Non-Industrial Loading and Unloading Space (Commercial Accommodation) 非工業上落客貨停車位 (商場)	1	7.0 x 3.5	24.5
Non-Industrial / RCHE Loading and Unloading Space 非工業/安老院上落客貨停車位	1	11.0 x 3.5	38.5
Light Bus Parking Space for the RCHE 安老院停車位	1	8.0 x 3.0	24.0

Boundary line of the Development
發展項目的邊界線

Scale 比例 : 0 10 20M (米)

13 SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement;
 2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
 3. If the purchaser fails to execute the Agreement for Sale and Purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement –
 - (a) that preliminary agreement is terminated;
 - (b) the preliminary deposit is forfeited; and
 - (c) the owner does not have any further claim against the purchaser for the failure.
1. 在簽署臨時合約時須支付款額為 5% 的臨時訂金；
 2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有；
 3. 如買方沒有於訂立該臨時合約的日期之後 5 個工作日內簽立買賣合約 –
 - (a) 該臨時合約即告終止；
 - (b) 有關的臨時訂金即予沒收；及
 - (c) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

A. The common parts of the Development

According to the latest draft Deed of Mutual Covenant incorporating Management Agreement (“DMC”) in respect of the Development:

1. **“Common Areas”** means all of the Estate Common Areas, the Residential Common Areas Provided That (i) upon execution of the Sub-Deed (as defined in the DMC) in respect of the Car Park Areas (as defined in the DMC) (if executed), the Car Park Common Areas shall thereafter be construed as forming part of the Common Areas and (ii) upon execution of the Sub-Deed in respect of the Commercial Accommodation (as defined in the DMC) (if executed) and/or the Sub-Deed in respect of the Car Park Areas (if executed), the Commercial Common Areas shall thereafter be construed as forming part of the Common Areas.
2. **“Common Facilities”** means all of the Estate Common Facilities, the Residential Common Facilities Provided That (i) upon execution of the Sub-Deed in respect of the Car Park Areas (if executed), the Car Park Common Facilities shall thereafter be construed as forming part of the Common Facilities and (ii) upon execution of the Sub-Deed in respect of the Commercial Accommodation (if executed) and/or the Sub-Deed in respect of the Car Park Areas (if executed), the Commercial Common Facilities shall thereafter be construed as forming part of the Common Facilities.
3. **“Common Areas and Facilities”** means all of the Common Areas and all of the Common Facilities.
4. **“Car Park Common Areas”** means all those areas or parts of the Land (as defined in the DMC) and the Development the right to the use of which is to be designated under the Sub-Deed in respect of the Car Park Areas (if executed) for common use and benefit of the Owners (as defined in the DMC) and occupiers of the Residential Parking Spaces (as defined in the DMC), the Owners and occupiers of the Residential Motor Cycle Parking Spaces (as defined in the DMC) and the Owner and occupier(s) of the Public Vehicle Park (as defined in the DMC).
5. **“Car Park Common Facilities”** means (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)) all those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of all the Owners and occupier(s) of the Residential Parking Spaces, the Owners and occupiers of the Residential Motor Cycle Parking Spaces and the Owner and occupier(s) of the Public Vehicle Park as part of the amenities thereof.
6. **“Commercial Common Areas”** means all those areas or parts of the Land and the Development the right to the use of which is to be designated under the Sub-Deed in respect of the Commercial Accommodation (if executed) and/or the Sub-Deed in respect of the Car Park Areas (if executed) for common use and benefit of the Owners and occupiers of the Commercial Accommodation or the sub-divided portion(s) thereof.
7. **“Commercial Common Facilities”** means (upon execution of the Sub-Deed in respect of the Commercial Accommodation (if executed) and/or the Sub-Deed in respect of the Car Park Areas (if executed)) all those installations and facilities in the Commercial Common Areas used in common by or installed for the common benefit of all the Owner(s) and occupier(s) of the Commercial Accommodation or the sub-divided portion(s) thereof as part of the amenities thereof.
8. **“Estate Common Areas”** means all those areas or parts of the Land and the Development the right to the use of which is designated for the common use and benefit of the Owners and occupiers of the Units (as defined in the DMC) and is not given by the DMC or otherwise to the First Owner (as defined in the DMC) or the Owner of any individual Unit and is not otherwise specifically assigned other than to the Manager (as defined in the DMC) on trust for the benefit of all Owners and which include, without limiting the generality of the foregoing:-
 - (i) the Office Accommodation for Watchman and Caretakers (as defined in the DMC);
 - (ii) the Owner’s Corporation Office (as defined in the DMC);
 - (iii) the Greenery Areas (as defined in the DMC) (excluding those forming part of the Residential Common Areas);
 - (iv) external walls of the Development (excluding those forming part of the Residential Common Areas and those forming part of the Commercial Accommodation);
 - (v) cavity walls at Basement Level 2 Floor and Basement Level 1 Floor, the refuse collection vehicle loading / unloading space operation, the refuse collection chamber;
 - (vi) the Maintenance and Repair Access (as defined in the DMC) (excluding those forming part of the Residential Common Areas);

(vii) fireman’s lift lobby(ies) (excluding those forming part of the Commercial Accommodation and the Residential Common Areas) and protected lobby(ies) to a required staircase (excluding those forming part of the Car Park Areas, the Commercial Accommodation and the Residential Common Areas);

(viii) the Items (as defined in the DMC); and

(ix) the Pedestrian Link(s) (as defined in the DMC) (excluding those forming part of the Residential Common Areas, the Car Park Areas and the Commercial Accommodation);

PROVIDED THAT where appropriate, if (1) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and/or (2) any parts specified in Schedule 1 to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) (unless they are specified or designated in an instrument registered in the Land Registry as being for the exclusive use, occupation or enjoyment of an Owner) shall also be covered by the provisions hereinbefore provided in this definition of “Estate Common Areas”, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas,

but shall exclude the Residential Common Areas, (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)) the Car Park Common Areas and (upon execution of the Sub-Deed in respect of the Commercial Accommodation (if executed) and/or the Sub-Deed in respect of the Car Park Areas (if executed)) the Commercial Common Areas.

Estate Common Areas are for the purpose of identification shown coloured Green and Green Stippled Hatched Black on the plans (certified as to their accuracy by the Authorized Person (as defined in the DMC)) annexed to the DMC.

9. **“Estate Common Facilities”** means all those installations and facilities in the Estate Common Areas used in common by or installed for the common benefit of all the Units as part of the amenities thereof and not for the exclusive benefit of any individual Unit and, without limiting the generality of the foregoing, including the Items, the underground water drainage system including the submersible groundwater pumps in basement carpark, drains, channels, water mains, sewers, drainage connection, wires, cables and other facilities (which are or at any time may be in, under or over or passing through the Land through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development), lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, refuse collection system, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development as a whole.
10. **“Residential Common Areas”** means all those areas or parts of the Land and the Development the right to the use of which is designated for common use and benefit of the Owners and occupiers of Residential Units (as defined in the DMC) and is not given by the DMC or otherwise to the First Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned other than to the Manager on trust for the benefit of all Owners and which, without limiting the generality of the foregoing, include:-
 - (i) the Bicycle Parking Spaces (as defined in the DMC);
 - (ii) the Recreational Facilities (as defined in the DMC);
 - (iii) the Residential Loading and Unloading Spaces (as defined in the DMC);
 - (iv) the Visitors’ Parking Spaces (as defined in the DMC) (among which the spaces Nos.V008 and V009 on Basement Level 1 of the Development are also Parking Spaces for Disabled Persons (as defined in the DMC));
 - (v) the Wider Common Corridor and Lift Lobbies (as defined in the DMC);
 - (vi) the Covered Landscaped and Play Area (as defined in the DMC);
 - (vii) the Horizontal Screens / Covered Walkway (as defined in the DMC);
 - (viii) covered areas beneath the balcony and covered areas underneath the utility platform;
 - (ix) the non-structural prefabricated external walls (which are, for the purpose of identification, indicated with Red Dashed Lines on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC);
 - (x) the Greenery Areas (excluding those forming part of the Estate Common Areas);

- (xi) the Maintenance and Repair Access (excluding those forming part of the Estate Common Areas);
- (xii) fireman's lift lobby(ies) (excluding those forming part of the Commercial Accommodation and the Estate Common Areas) and protected lobby(ies) to a required staircase (excluding those forming part of the Car Park Areas, the Commercial Accommodation and the Estate Common Areas);
- (xiii) area(s) for the installation or use of aerial broadcast distribution or telecommunications network facilities, which is for the purpose of identification shown coloured Yellow and marked "TELECOMMUNICATIONS AND BROADCASTING ROOM (TOWER)" on the GROUND FLOOR PLAN (Drawing No. A-DMC-03); and
- (xiv) the Pedestrian Link(s) (excluding those forming part of the Estate Common Areas, the Car Park Areas and the Commercial Accommodation)

PROVIDED THAT where appropriate, if (1) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) and/or (2) any parts specified in Schedule 1 to the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) (unless they are specified or designated in an instrument registered in the Land Registry as being for the exclusive use, occupation or enjoyment of an Owner) shall also be covered by the provisions hereinbefore provided in this definition of "Residential Common Areas", such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas,

but shall exclude the Estate Common Areas, (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)) the Car Park Common Areas and (upon execution of the Sub-Deed in respect of the Commercial Accommodation (if executed) and/or the Sub-Deed in respect of the Car Park Areas (if executed)) the Commercial Common Areas.

Residential Common Areas are for the purpose of identification shown coloured Yellow, Yellow Hatched Black, Yellow Dash Hatched Black, Yellow Cross Hatched Black, Yellow Stippled Black and Yellow Stippled Hatched Black, and indicated with Red Dashed Lines on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

11. **"Residential Common Facilities"** means all those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of all the Residential Units and not for the exclusive use or benefit of any individual Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, firefighting installations and equipment, security systems and apparatus.

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

Tower	Floor	Flat	Number of Undivided Shares allocated to each Residential Unit
1	3/F (1 storey)	A	46 / 43,514
		B	46 / 43,514
		C	46 / 43,514
		D	46 / 43,514
		E	29 / 43,514
		F	29 / 43,514
		G	37 / 43,514
		H	37 / 43,514
		J	38 / 43,514
		K	37 / 43,514

Tower	Floor	Flat	Number of Undivided Shares allocated to each Residential Unit
1	3/F (1 storey)	L	37 / 43,514
		M	38 / 43,514
		N	38 / 43,514
	4/F – 25/F (22 storeys)	A	46 / 43,514
		B	46 / 43,514
		C	46 / 43,514
		D	46 / 43,514
		E	29 / 43,514
		F	29 / 43,514
		G	37 / 43,514
		H	37 / 43,514
		J	38 / 43,514
		K	37 / 43,514
		L	37 / 43,514
		M	38 / 43,514
		N	38 / 43,514
		A	59 / 43,514
		B	46 / 43,514
		C	59 / 43,514
2	3/F (1 storey)	D	59 / 43,514
		E	46 / 43,514
		F	46 / 43,514
		G	38 / 43,514
		H	38 / 43,514
		J	46 / 43,514
		K	37 / 43,514
		L	37 / 43,514
		M	46 / 43,514
		N	29 / 43,514
		P	46 / 43,514
		Q	46 / 43,514

Tower	Floor	Flat	Number of Undivided Shares allocated to each Residential Unit
2	4/F – 25/F (22 storeys)	A	59 / 43,514
		B	46 / 43,514
		C	59 / 43,514
		D	59 / 43,514
		E	46 / 43,514
		F	46 / 43,514
		G	38 / 43,514
		H	38 / 43,514
		J	46 / 43,514
		K	37 / 43,514
		L	37 / 43,514
		M	46 / 43,514
		N	29 / 43,514
		P	46 / 43,514
		Q	46 / 43,514

Remarks:
The number of Management Shares allocated to a residential property is the same as the number of Undivided Shares allocated to that residential property. 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 properties in the Development is 27,186. The total number of Management Shares in the Development is 40,806.

C. The term of years for which the manager of the Development is appointed

Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), Hong Kong Housing Society will be appointed as the first Manager to manage the Land and the Development for the initial term of two years from the date of the DMC and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of the DMC.

D. The basis on which the management expenses are shared among the owners of the residential properties in the Development

The Manager shall determine the amount which each Owner shall contribute towards the management expenses in accordance with the following principles:

- (a) Each Owner (save and except F.S.I. (as defined in the DMC) as the Owner of the Government Accommodation (as defined in the DMC)) of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget (as defined in the DMC) in the proportion which the number of the Management Shares (as defined in the DMC) allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development.

Part A shall cover the estimated management expenses which in the opinion of the Manager are attributable to the Land and the Development and the Estate Common Areas and the Estate Common Facilities or for the benefit of all the Owners and the Items (excluding those estimated management expenses contained in Part B, Part C, Part D1 and Part D2 of the Management Budget hereinafter mentioned).

- (b) Each Owner of a Residential Unit in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development.

Part B shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the Residential Units and the Residential Common Areas and the Residential Common Facilities or solely for the benefit of all the Owners of the Residential Units including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities, the Visitors’ Parking Spaces (among which the spaces Nos.V008 and V009 on Basement Level 1 of the Development are also Parking Spaces for Disabled Persons) and the Residential Loading and Unloading Spaces. Provided That:-

After the execution of a Sub-Deed in respect of the Car Park Areas, Part B shall also contain such portion of the estimated management expenses in respect of the Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Visitors’ Parking Spaces (among which the spaces Nos.V008 and V009 on Basement Level 1 of the Development are also Parking Spaces for Disabled Persons) and the Residential Loading and Unloading Spaces. Such portion shall be calculated in the following proportion:

X

Y

where:

“X” is the aggregate number of the Visitors’ Parking Spaces (among which the spaces Nos.V008 and V009 on Basement Level 1 of the Development are also Parking Spaces for Disabled Persons) and the Residential Loading and Unloading Spaces; and

“Y” is the aggregate number of all the Residential Parking Spaces, Residential Motor Cycle Parking Spaces, Non-Industrial Parking Spaces (as defined in the DMC), Non-Industrial Motor Cycle Parking Spaces (as defined in the DMC), the Visitors’ Parking Spaces (among which the spaces Nos.V008 and V009 on Basement Level 1 of the Development are also Parking Spaces for Disabled Persons), Residential Loading and Unloading Spaces, Non-Industrial Parking Space for Disabled Persons (as defined in the DMC), Non-Industrial Loading and Unloading Spaces (as defined in the DMC) and all the parking spaces provided within the Public Vehicle Park.

- (c) (After the execution of a Sub-Deed in respect of the Car Park Areas) Each Owner of a Residential Parking Space, each Owner of a Residential Motor Cycle Parking Space and the Owner of the Public Vehicle Park in addition to the amount payable under (a) above shall in respect of the Residential Parking Space, the Residential Motor Cycle Parking Space or the Public Vehicle Park of which he is the Owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to the Residential Parking Space, the Residential Motor Cycle Parking Space or the Public Vehicle Park owned by him bears to the total number of Management Shares allocated to all the Residential Parking Spaces, the Residential Motor Cycle Parking Spaces and the Public Vehicle Park of and in the Development.

(After the execution of a Sub-Deed in respect of the Car Park Areas) Part C shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the Residential Parking Spaces, the Residential Motor Cycle Parking Spaces and the Public Vehicle Park and the Car Park Common Areas and the Car Park Common Facilities or solely for the benefit of all the Owners of the Residential Parking Spaces, all the Owners of the Residential Motor Cycle Parking Spaces and the Owner of the Public Vehicle Park and for the avoidance of doubt:-

- (i) Part C shall exclude such portion of the estimated management expenses in respect of the Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Visitors’ Parking Spaces (among which the spaces Nos.V008 and V009 on Basement Level 1 of the Development are also Parking Spaces for Disabled Persons) and the Residential Loading and Unloading Spaces. Such portion shall be calculated in the following proportion:

X

Y

where:

“X” is the aggregate number of the Visitors’ Parking Spaces (among which the spaces Nos.V008 and V009 on Basement Level 1 of the Development are also Parking Spaces for Disabled Persons) and the Residential Loading and Unloading Spaces; and

“Y” is the aggregate number of all the Residential Parking Spaces, Residential Motor Cycle Parking Spaces, Non-Industrial Parking Spaces, Non-Industrial Motor Cycle Parking Spaces, the Visitors’ Parking Spaces (among which the spaces Nos.V008 and V009 on Basement Level 1 of the Development are also Parking

Spaces for Disabled Persons), Residential Loading and Unloading Spaces, Non-Industrial Parking Space for Disabled Persons, Non-Industrial Loading and Unloading Spaces and all the parking spaces provided within the Public Vehicle Park; and

- (ii) Part C shall also exclude such portion of the estimated management expenses in respect of the Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Non-Industrial Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces, the Non-Industrial Parking Space for Disabled Persons and the Non-Industrial Loading and Unloading Spaces. Such portion shall be calculated in the following proportion:

$$\frac{(Z_1 + Z_2)}{Y}$$

where:

“Z₁” is the aggregate number of the Non-Industrial Parking Space for Disabled Persons and the Non-Industrial Loading and Unloading Spaces; and

“Z₂” is the aggregate number of the Non-Industrial Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces; and

“Y” is the aggregate number of all the Residential Parking Spaces, Residential Motor Cycle Parking Spaces, Non-Industrial Parking Spaces, Non-Industrial Motor Cycle Parking Spaces, the Visitors’ Parking Spaces (among which the spaces Nos.V008 and V009 on Basement Level 1 of the Development are also Parking Spaces for Disabled Persons), Residential Loading and Unloading Spaces, Non-Industrial Parking Space for Disabled Persons, Non-Industrial Loading and Unloading Spaces and all the parking spaces provided within the Public Vehicle Park.

- (d) (After the execution of a Sub-Deed in respect of the Car Park Areas and before the execution of a Sub-Deed in respect of the Commercial Accommodation) Each Owner of the Commercial Accommodation in addition to the amount payable under (a) above shall in respect of the Commercial Accommodation of which he is the Owner contribute to the amount assessed under Part D1 and Part D2 of the annual Management Budget in the proportion which the number of Management Shares allocated to the Commercial Accommodation owned by him bears to the total number of the Management Shares allocated to all the Commercial Accommodation of and in the Development.

(After the execution of a Sub-Deed in respect of the Car Park Areas and/or a Sub-Deed in respect of the Commercial Accommodation) Part D1 shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the Commercial Accommodation (or the sub-divided portions thereof) and the Commercial Common Areas and the Commercial Common Facilities or solely for the benefit of the Owner(s) of the Commercial Accommodation or (as the case may be) all the Owners of the sub-divided portions of the Commercial Accommodation.

Provided That after the execution of a Sub-Deed in respect of the Car Park Areas:-

- (i) Part D1 shall also contain such portion of the estimated management expenses in respect of the Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Non-Industrial Parking Space for Disabled Persons and the Non-Industrial Loading and Unloading Spaces. Such portion shall be calculated in the following proportion:

$$\frac{Z_1}{Y}$$

where:

“Z₁” is the aggregate number of the Non-Industrial Parking Space for Disabled Persons and the Non-Industrial Loading and Unloading Spaces; and

“Y” is the aggregate number of all the Residential Parking Spaces, Residential Motor Cycle Parking Spaces, Non-Industrial Parking Spaces, Non-Industrial Motor Cycle Parking Spaces, the Visitors’ Parking Spaces (among which the spaces Nos.V008 and V009 on Basement Level 1 of the Development are also Parking Spaces for Disabled Persons), Residential Loading and Unloading Spaces, Non-Industrial Parking Space for Disabled Persons, Non-Industrial Loading and Unloading Spaces and all the parking spaces provided within the Public Vehicle Park.

- (ii) Part D2 shall be established which shall contain such portion of the estimated management expenses in respect of the Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Non-Industrial Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces. Such portion shall be calculated in the following proportion:

$$\frac{Z_2}{Y}$$

where:

“Z₂” is the aggregate number of the Non-Industrial Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces; and

“Y” is the aggregate number of all the Residential Parking Spaces, Residential Motor Cycle Parking Spaces, Non-Industrial Parking Spaces, Non-Industrial Motor Cycle Parking Spaces, the Visitors’ Parking Spaces (among which the spaces Nos.V008 and V009 on Basement Level 1 of the Development are also Parking Spaces for Disabled Persons), Residential Loading and Unloading Spaces, Non-Industrial Parking Space for Disabled Persons, Non-Industrial Loading and Unloading Spaces and all the parking spaces provided within the Public Vehicle Park.

- (e) (After the execution of both the Sub-Deed in respect of the Car Park Areas and the Sub-Deed in respect of the Commercial Accommodation) –
- (i) Each Owner of a sub-divided portion of the Commercial Accommodation in addition to the amount payable under (a) above shall in respect of the sub-divided portion of the Commercial Accommodation of which he is the Owner contribute to the amount assessed under Part D1 of the annual Management Budget in the proportion which the number of Management Shares allocated to the sub-divided portion of the Commercial Accommodation owned by him bears to the total number of the Management Shares allocated to all the sub-divided portions of the Commercial Accommodation of and in the Development; and
- (ii) Each Owner of a Non-Industrial Parking Space and each Owner of a Non-Industrial Motor Cycle Parking Space in addition to the amount payable under (a) and (e)(i) above shall in respect of the Non-Industrial Parking Space or the Non-Industrial Motor Cycle Parking Space of which he is the Owner contribute to the amount assessed under Part D2 of the annual Management Budget in the proportion which the number of Management Shares allocated to the Non-Industrial Parking Space or the Non-Industrial Motor Cycle Parking Space owned by him bears to the total number of Management Shares allocated to all the Non-Industrial Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces of and in the Development.
- (f) (After the execution of a Sub-Deed in respect of the Commercial Accommodation and before the execution of a Sub-Deed in respect of the Car Park Areas) Each Owner of the Commercial Accommodation in addition to the amount payable under (a) above shall in respect of the Commercial Accommodation of which he is the Owner contribute to the amount assessed under Part D1 of the annual Management Budget in the proportion which the number of Management Shares allocated to the Commercial Accommodation owned by him bears to the total number of the Management Shares allocated to all the Commercial Accommodation of and in the Development.

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

The management fee deposit is equivalent to three (3) months’ contribution of the first year’s budgeted management expenses payable in respect of a Unit and such sum shall not be used to set off against monthly contribution of the management expenses or any other contributions to be made by the first Owner of each Unit and such sum is non-refundable but transferable.

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

Not applicable.

Remarks:

- (1) Unless otherwise defined in the sales brochure, capitalized terms used in the above shall have the same meaning of such terms in the DMC.
- (2) For full details, please refer to the latest draft of the DMC. A copy of the latest draft DMC is available for inspection by the general public free of charge at the sales office during opening hours and on the website designated by the Vendor for the sale of residential properties in the Development.

14 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

A. 發展項目的公用部分

根據發展項目公契及管理合約（「公契」）的最新擬稿：

1. **「公用地方」**指所有發展項目公用地方、住宅公用地方，倘若(i)停車場範圍(按公契界定)之副公契(按公契界定)一經簽立(如簽立)，停車場公用地方須在其後被解釋為構成公用地方的一部分及(ii)商場(按公契界定)之副公契一經簽立(如簽立)及/或停車場範圍之副公契一經簽立(如簽立)，商業公用地方須在其後被解釋為構成公用地方的一部分。
2. **「公用設施」**指所有發展項目公用設施、住宅公用設施，倘若(i)停車場範圍之副公契(按公契界定)一經簽立(如簽立)，停車場公用設施須在其後被解釋為構成公用設施的一部分及(ii)商場之副公契一經簽立(如簽立)及/或停車場範圍之副公契一經簽立(如簽立)，商業公用設施須在其後被解釋為構成公用設施的一部分。
3. **「公用地方與設施」**指所有公用地方及所有公用設施。
4. **「停車場公用地方」**指該土地(按公契界定)及發展項目的所有該等範圍或部分，其使用權將根據停車場範圍之副公契(如簽立)指定為供住宅停車位(按公契界定)的業主(按公契界定)和佔用人、住宅電單車停車位(按公契界定)的業主和佔用人以及公眾停車場(按公契界定)的業主和佔用人共同使用及享用。
5. **「停車場公用設施」**指(於停車場範圍之副公契簽立後(如簽立))停車場公用地方內供所有住宅停車位的業主和佔用人、住宅電單車停車位的業主和佔用人以及公眾停車場(按公契界定)的業主和佔用人作為便利設施的所有該等裝置及設施。
6. **「商業公用地方」**指該土地及發展項目的所有該等範圍或部分，其使用權將根據商場之副公契(如簽立)及/或停車場範圍之副公契(如簽立)指定為供商場的業主和佔用人或商場細分部分的業主和佔用人共同使用及享用。
7. **「商業公用設施」**指(於商場之副公契簽立後(如簽立)及/或停車場範圍之副公契簽立後(如簽立))商業公用地方內供商場的所有業主和佔用人或商場細分部分的業主和佔用人共同使用或為供上述業主和佔用人共同享用而安裝作為便利設施。
8. **「發展項目公用地方」**指該土地及發展項目的所有該等範圍或部分，其使用權指定為供單位(按公契界定)的業主和佔用人共同使用及享用，而沒有根據公契或以其他方式授予第一業主(按公契界定)或任何個別單位的業主，亦沒有另外特別轉讓(管理人(按公契界定)以信託形式為所有業主的利益持有的範圍或部分除外)，在不限制前文的概括性的原則下，包括：
 - (i) 看守員和管理員辦事處(按公契界定)；
 - (ii) 業主立案法團辦事處(按公契界定)；
 - (iii) 綠化範圍(按公契界定)(構成住宅公用地方的部分除外)；
 - (iv) 發展項目外牆(構成住宅公用地方的部分及構成商場的部分除外)；
 - (v) 地庫2層及地庫1層的空心牆、垃圾收集車裝卸操作、垃圾收集室；
 - (vi) 保養與維修通道(按公契界定)(構成住宅公用地方的部分除外)；
 - (vii) 消防員升降機大堂(構成商場的部分及構成住宅公用地方的部分除外)及通往指定樓梯的防護門廊(構成停車場範圍的部分、構成商場的部分及構成住宅公用地方的部分除外)；
 - (viii) 該等項目(按公契界定)；及
 - (ix) 行人通道(按公契界定)(構成住宅公用地方的部分、構成停車場範圍的部分及構成商場的部分除外)；

惟在適當情況下，如(1)發展項目的任何部分受《建築物管理條例》(香港法例第344章)第2條中「公用部分」第(a)段的釋義所涵蓋及/或(2)《建築物管理條例》(香港法例第344章)附表1指明的任何部分(除非該等部分在一份於土地註冊處登記的文書中被指明或指定專供某一業主使用、佔用或享用)，該等部分亦受本「發展項目公用地方」定義的上述條文所涵蓋並須視為納入並且屬於發展項目公用地方一部分，

但不包括住宅公用地方、(於停車場範圍之副公契簽立後(如簽立))停車場公用地方及(於商場之副公契簽立後(如簽立)及/或停車場範圍之副公契簽立後(如簽立))商業公用地方。

發展項目公用地方在附錄於公契的圖則(經認可人士(按公契界定)核證為準確)上以綠色和綠色加黑點間黑斜線顯示，以資識別。

9. **「發展項目公用設施」**指發展項目公用地方內供所有單位共同使用或為供所有單位共同享用而安裝作為便利設施，而並非供任何個別單位獨家享用的所有該等裝置及設施，在不限制前文的概括性的原則下，包括該等項目、地底排水系統包括地庫停車場的潛水地下水泵、排水管、渠道、總水喉、污水管、排水渠道接駁、電線、電纜及其他設施(該等向發展項目供應食水或鹹水、污水、氣體、電話、電力及其他服務的設施會或可能會於任何時間位於該土地之內、之下或之上或穿過該土地)、照明設施、防火和消防設備及儀器、保安系統及儀器、垃圾收集系統、通風系統，以及整體發展項目共同使用及享有的目的而在發展項目中安裝或提供的任何其他機械系統、裝置或設施。
10. **「住宅公用地方」**指該土地及發展項目的所有該等範圍或部分，其使用權指定為供住宅單位(按公契界定)的業主和佔用人共同使用及享用，而沒有根據公契或以其他方式授予第一業主或任何個別住宅單位的業主，亦沒有另外特別轉讓(管理人以信託形式為所有業主的利益持有的範圍或部分除外)，在不限制前文的概括性的原則下，包括：
 - (i) 單車停車位(按公契界定)；
 - (ii) 康樂設施(按公契界定)；
 - (iii) 住宅上落客貨停車位(按公契界定)；
 - (iv) 訪客停車位(按公契界定)(其中位於發展項目地庫1層編號為V008和V009的停車位亦為傷殘人士停車位(按公契界定))；
 - (v) 加闊公共走廊和升降機大堂(按公契界定)；
 - (vi) 有蓋園景及遊樂範圍(按公契界定)；
 - (vii) 橫向屏障/有蓋人行道(按公契界定)；
 - (viii) 露台下方的有蓋區域及工作平台下方的有蓋區域；
 - (ix) 非結構預製外牆(該等非結構預製外牆在附錄於公契的圖則(經認可人士核證為準確)上以紅色虛線顯示，以資識別)；
 - (x) 綠化範圍(構成發展項目公用地方的部分除外)；
 - (xi) 保養與維修通道(構成發展項目公用地方的部分除外)；
 - (xii) 消防員升降機大堂(構成商場的部分及構成發展項目公用地方的部分除外)及通往指定樓梯的防護門廊(構成停車場範圍的部分、構成商場的部分及構成發展項目公用地方的部分除外)；及
 - (xiii) 供安裝或使用天線分布或電訊網絡設施的範圍，該範圍在附錄於公契的GROUND FLOOR PLAN(圖則編號A-DMC-03)上以黃色顯示並標註為「TELECOMMUNICATIONS AND BROADCASTING ROOM(TOWER)」，以資識別；及
 - (xiv) 行人通道(構成發展項目公用地方的部分、構成停車場範圍的部分及構成商場的部分除外)

惟在適當情況下，如(1)發展項目的任何部分受《建築物管理條例》(香港法例第344章)第2條中「公用部分」第(a)段的釋義所涵蓋及/或(2)《建築物管理條例》(香港法例第344章)附表1指明的任何部分(除非該等部分在一份於土地註冊處登記的文書中被指明或指定專供某一業主使用、佔用或享用)，該等部分亦受本「住宅公用地方」定義的上述條文所涵蓋並須視為納入並且屬於住宅公用地方一部分，

但不包括發展項目公用地方、(於停車場範圍之副公契簽立後(如簽立))停車場公用地方及(於商場之副公契簽立後(如簽立)及/或停車場範圍之副公契簽立後(如簽立))商業公用地方。

住宅公用地方在附錄於公契的圖則(經認可人士核證為準確)上以黃色、黃色間黑斜線、黃色間黑虛線、黃色間黑交叉線、黃色加黑點及黃色加黑點間黑斜線顯示，並以紅色虛線顯示，以資識別。

11. **「住宅公用設施」**指住宅公用地方內供所有住宅單位共同使用或為供所有住宅單位共同享用而安裝，而並非供任何個別住宅單位獨家使用或享用或並非供發展項目整體使用或享用的所有該等裝置及設施，在不限制前文的概括性的原則下，包括天線分布或電訊網絡設施、排水管、渠道、水缸、管道、水管、電纜、電線、機器與設備、空調與通風系統、電力裝置、裝置、設備及儀器、升降機、消防裝置及設備、保安系統及儀器。

B. 分配予發展項目中的每個住宅物業的不分割份數的數目

座數	樓層	單位	分配予每個住宅單位的不分割份數的數目
1	3樓 (1層)	A	46 / 43,514
		B	46 / 43,514
		C	46 / 43,514
		D	46 / 43,514
		E	29 / 43,514
		F	29 / 43,514
		G	37 / 43,514
		H	37 / 43,514
		J	38 / 43,514
		K	37 / 43,514
		L	37 / 43,514
		M	38 / 43,514
		N	38 / 43,514
	4樓至25樓 (22層)	A	46 / 43,514
		B	46 / 43,514
		C	46 / 43,514
		D	46 / 43,514
		E	29 / 43,514
		F	29 / 43,514
		G	37 / 43,514
		H	37 / 43,514
		J	38 / 43,514
		K	37 / 43,514
		L	37 / 43,514
		M	38 / 43,514
		N	38 / 43,514
2	3樓 (1層)	A	59 / 43,514
		B	46 / 43,514
		C	59 / 43,514
		D	59 / 43,514
		E	46 / 43,514
		F	46 / 43,514
		G	38 / 43,514
		H	38 / 43,514
		J	46 / 43,514

座數	樓層	單位	分配予每個住宅單位的不分割份數的數目
2	3樓 (1層)	K	37 / 43,514
		L	37 / 43,514
		M	46 / 43,514
		N	29 / 43,514
		P	46 / 43,514
		Q	46 / 43,514
	4樓至25樓 (22層)	A	59 / 43,514
		B	46 / 43,514
		C	59 / 43,514
		D	59 / 43,514
		E	46 / 43,514
		F	46 / 43,514
		G	38 / 43,514
		H	38 / 43,514
		J	46 / 43,514
		K	37 / 43,514
		L	37 / 43,514
		M	46 / 43,514
		N	29 / 43,514
		P	46 / 43,514
		Q	46 / 43,514

備註：
每個住宅物業獲分配之管理份數的數目相等於該住宅物業獲分配之不分割份數的數目，惟發展項目之不分割份數總數與發展項目之管理份數總數不同。發展項目所有住宅物業之管理份數總數為27,186，發展項目之管理份數總數為40,806。

C. 有關發展項目的管理人的委任年期

受制於《建築物管理條例》(香港法例第344章) 條文的前提下，香港房屋協會將獲委任為管理該土地及發展項目的第一任管理人，起始任期為公契日期起計兩年，其後將繼續管理發展項目，直至其委任按公契規定終止為止。

D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

管理人將根據以下原則釐定每名業主須分擔之管理開支款額：

- (a) 發展項目每個單位業主 (財政司司長法團 (按公契界定) 作為政府樓宇 (按公契界定) 的業主除外) 須按其單位獲分配的管理份數 (按公契界定) 的數目佔發展項目所有單位獲分配的管理份數的總數之比例分擔年度管理預算 (按公契界定) A 部分評估的款項。

A 部分涵蓋管理人認為歸屬該土地和發展項目及發展項目公用地方和發展項目公用設施或供全體業主享用及該等項目的預計管理開支 (不包括此後提及的管理預算 B 部分、C 部分、D1 部分及 D2 部分所載的預計管理開支)。
- (b) 每個住宅單位的業主除了支付以上第 (a) 項應付的款項外，還須就他作為業主擁有的每個住宅單位按其住宅單位獲分配的管理份數的數目佔發展項目所有住宅單位獲分配的管理份數的總數之比例分擔年度管理預算 B 部分評估的款項。

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公契的摘要

B 部分載有管理人認為僅歸屬住宅單位及住宅公用地方和住宅公用設施或僅供所有住宅單位業主享用的預計管理開支，包括但不限於運作、保養、維修及清潔康樂設施、訪客停車位（其中位於發展項目地庫 1 層編號為 V008 和 V009 的停車位亦為傷殘人士停車位）及住宅上落客貨停車位以及為其提供照明及保安的支出。然而：-

於停車場範圍之副公契簽立後，B 部分亦會載有停車場公用地方和停車場公用設施的預計管理開支中歸屬於使用訪客停車位（其中位於發展項目地庫 1 層編號為 V008 和 V009 的停車位亦為傷殘人士停車位）及住宅上落客貨停車位的該預計管理開支部分，該部分按以下比例計算：

$$\frac{X}{Y}$$

其中：

「X」為訪客停車位（其中位於發展項目地庫 1 層編號為 V008 和 V009 的停車位亦為傷殘人士停車位）及住宅上落客貨停車位的總數；及

「Y」為所有住宅停車位、住宅電單車停車位、非工業停車位（按公契界定）、非工業電單車停車位（按公契界定）、訪客停車位（其中位於發展項目地庫 1 層編號為 V008 和 V009 的停車位亦為傷殘人士停車位）、住宅上落客貨停車位、非工業傷殘人士停車位（按公契界定）、非工業上落客貨停車位（按公契界定）及公眾停車場中提供的所有停車位的總數。

- (c) （於停車場範圍之副公契簽立後）每個住宅停車位的業主、每個住宅電單車停車位的業主及公眾停車場的業主除了支付以上第(a)項應付的款項外，還須就他作為業主擁有的住宅停車位、住宅電單車停車位或公眾停車場按其擁有的住宅停車位、住宅電單車停車位或公眾停車場獲分配的管理份數的數目佔發展項目所有住宅停車位、住宅電單車停車位及公眾停車場獲分配的管理份數的總數之比例分擔年度管理預算 C 部分評估的款項。

（於停車場範圍之副公契簽立後）C 部分載有管理人認為僅歸屬住宅停車位、住宅電單車停車位及公眾停車場及停車場公用地方和停車場公用設施或僅供所有住宅停車位的業主、所有住宅電單車停車位及公眾停車場的業主享用的預計管理開支，另為免存疑：-

- (i) C 部分不包括停車場公用地方和停車場公用設施的預計管理開支中歸屬於使用訪客停車位（其中位於發展項目地庫 1 層編號為 V008 和 V009 的停車位亦為傷殘人士停車位）及住宅上落客貨停車位的該預計管理開支部分，該部分按以下比例計算：

$$\frac{X}{Y}$$

其中：

「X」為訪客停車位（其中位於發展項目地庫 1 層編號為 V008 和 V009 的停車位亦為傷殘人士停車位）及住宅上落客貨停車位的總數；及

「Y」為所有住宅停車位、住宅電單車停車位、非工業停車位、非工業電單車停車位、訪客停車位（其中位於發展項目地庫 1 層編號為 V008 和 V009 的停車位亦為傷殘人士停車位）、住宅上落客貨停車位、非工業傷殘人士停車位、非工業上落客貨停車位及公眾停車場中提供的所有停車位的總數；及

- (ii) C 部分亦不包括停車場公用地方和停車場公用設施的預計管理開支中歸屬於使用非工業停車位、非工業電單車停車位、非工業傷殘人士停車位及非工業上落客貨停車位的該預計管理開支部分，該部分按以下比例計算：

$$\frac{Z_1 + Z_2}{Y}$$

其中：

「Z₁」為非工業傷殘人士停車位及非工業上落客貨停車位的總數；及

「Z₂」為非工業停車位及非工業電單車停車位的總數；及

「Y」為所有住宅停車位、住宅電單車停車位、非工業停車位、非工業電單車停車位、訪客停車位（其中位於發展項目地庫 1 層編號為 V008 和 V009 的停車位亦為傷殘人士停車位）、住宅上落客貨停車位、非工業傷殘人士停車位、非工業上落客貨停車位及公眾停車場中提供的所有停車位的總數。

- (d) （於停車場範圍之副公契簽立後及商場之副公契簽立前）每個商場的業主除了支付以上第(a)項應付的款項

外，還須就他作為業主擁有的商場按其擁有的商場獲分配的管理份數的數目佔發展項目所有商場獲分配的管理份數的總數之比例分擔年度管理預算 D1 部分及 D2 部分評估的款項。

（於停車場範圍之副公契簽立後及/或商場之副公契簽立後）D1 部分載有管理人認為僅歸屬商場（或商場細分部分）及商業公用地方和商業公用設施或僅供商場業主或（視屬何情況而定）所有商場細分部分業主享用的預計管理開支。

然而於停車場範圍之副公契簽立後：-

- (i) D1 部分亦會載有停車場公用地方和停車場公用設施的預計管理開支中歸屬於使用非工業傷殘人士停車位及非工業上落客貨停車位的該預計管理開支部分，該部分按以下比例計算：

$$\frac{Z_1}{Y}$$

其中：

「Z₁」為非工業傷殘人士停車位及非工業上落客貨停車位的總數；及

「Y」為所有住宅停車位、住宅電單車停車位、非工業停車位、非工業電單車停車位、訪客停車位（其中位於發展項目地庫 1 層編號為 V008 和 V009 的停車位亦為傷殘人士停車位）、住宅上落客貨停車位、非工業傷殘人士停車位、非工業上落客貨停車位及公眾停車場中提供的所有停車位的總數。

- (ii) 將設立 D2 部分，其中載有停車場公用地方和停車場公用設施的預計管理開支中歸屬於使用非工業停車位及非工業電單車停車位的該預計管理開支部分，該部分按以下比例計算：

$$\frac{Z_2}{Y}$$

其中：

「Z₂」為非工業停車位及非工業電單車停車位的總數；及

「Y」為所有住宅停車位、住宅電單車停車位、非工業停車位、非工業電單車停車位、訪客停車位（其中位於發展項目地庫 1 層編號為 V008 和 V009 的停車位亦為傷殘人士停車位）、住宅上落客貨停車位、非工業傷殘人士停車位、非工業上落客貨停車位及公眾停車場中提供的所有停車位的總數。

- (e) （於停車場範圍之副公契及商場之副公契均簽立後）-

- (i) 每個商場細分部分的業主除了支付以上第(a)項應付的款項外，還須就他作為業主擁有的商場細分部分按其擁有的商場細分部分獲分配的管理份數的數目佔發展項目所有商場細分部分獲分配的管理份數的總數之比例分擔年度管理預算 D1 部分評估的款項；及

- (ii) 每個非工業停車位的業主及每個非工業電單車停車位的業主除了支付以上第(a)項及第(e)(i)項應付的款項外，還須就他作為業主擁有的非工業停車位或非工業電單車停車位按其擁有的非工業停車位或非工業電單車停車位獲分配的管理份數的數目佔發展項目所有非工業停車位及非工業電單車停車位獲分配的管理份數的總數之比例分擔年度管理預算 D2 部分評估的款項。

- (f) （於商場之副公契簽立後及停車場範圍之副公契簽立前）每個商場的業主除了支付以上第(a)項應付的款項外，還須就他作為業主擁有的商場按其擁有的商場獲分配的管理份數的數目佔發展項目所有商場獲分配的管理份數的總數之比例分擔年度管理預算 D1 部分評估的款項。

E. 計算管理費按金的基準

管理費按金相等於每個單位應付的首年度預算管理開支的分擔款項的三(3)個月款項，該等款項不可用以抵銷管理開支的每月分擔款項或每個單位的第一任業主所須支付的任何其他分擔款項，該等款項不可退還，但可轉讓。

F. 擁有人在發展項目中保留作自用的範圍（如有的話）

不適用。

備註：

- 除非在售楼說明書中另行定義，否則以上英文文本中以大楷顯示的用詞將等同於公契內的該用詞的意義。
- 詳情請參閱公契的最新擬稿，公契的最新擬稿已備存於售楼處在開放時間內供公眾免費閱覽，公眾亦可在賣方就銷售發展項目住宅物業所指定的互聯網站內免費閱覽公契的最新擬稿。

1. The Development is situated on Fanling Sheung Shui Town Lot No. 282 (“the lot”).

2. The lot is held under an Agreement and Conditions of Grant by Private Treaty dated the 9th day of March 2022 and registered in the Land Registry as New Grant No. 22958 (“the Land Grant”) for a term of 50 years commencing from the 9th day of March 2022.

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

“The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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 on 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) of this General Condition) in accordance with these Conditions:

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

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

“The Grantee acknowledges that as at the date of this Agreement there are some structures existing on the lot and undertakes to demolish and remove at his own expense the said 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 structures or the demolition and removal of the said structures and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the presence of or subsequent demolition or removal of the said structures.”

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

“(a) The Grantee shall:

- (i) on or before the 30th day of September 2027 (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form the portion of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as “the Green Area”); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures”)

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

- (ii) on or before the 30th day of September 2027 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
 - (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (5) hereof.
- (b) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation 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.”

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

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

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

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

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

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

- (i) permit the 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. (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(b) hereof and any other works which the Director may consider necessary in the Green Area;

- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of 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 neighbouring 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.”

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

“The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September 2027.”

12. Special Condition No. (9) of the Land Grant stipulates that:

- “(a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
- (b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:
 - (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;
 - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than three basement levels), for private residential purposes; and
 - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes.
- (c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Condition Nos. (41) and (42) hereof respectively or the Public Vehicle Park as referred to in Special Condition No. (44) hereof or plant room or all of the above shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause shall be final and binding on the Grantee.
- (d) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or floor shall be final and binding on the Grantee.”

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

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

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

“The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.”

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

“Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6) of the lot or any part thereof:

- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 20,085 square metres and shall not exceed 33,475 square metres provided that:
 - (i) the total gross floor area of any building or buildings or any part or parts thereof (excluding the Government Accommodation referred to in Special Condition No. (14)(a) hereof and Public Vehicle Park referred to in Special Condition No. (44) hereof) erected or to be erected on the lot designed and intended to be used for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes shall not exceed 3,043 square metres;
 - (ii) the total gross floor area of any building or buildings or any part or parts thereof erected or to be erected on the lot for private residential purposes shall not exceed 30,432 square metres;
- (d) the total number of residential units erected or to be erected on the lot shall not be less than 620 residential units and, for the purpose of these Conditions, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Grantee.”

16. Special Condition No. (13) of the Land Grant stipulates that:

“Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6 hereof) of the lot or any part thereof:

- (a) (i) Unless the Director of Buildings (hereinafter referred to as “the D of B”) agrees otherwise, the Grantee shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings, structures, supports for buildings or structures and any projections erected or constructed or to be erected or constructed at or above the ground level or levels of the lot for providing the setback areas from the boundaries of the lot, which submission shall in all respects be in compliance with the requirements of the D of B. The said submission shall include the paving and landscaping proposal of such setback areas and other relevant information as the D of B may require or specify at his sole discretion. The aforesaid submission as approved by the D of B is hereinafter referred to as “the Approved Building Setback Submission”). Any buildings, structures, supports for buildings or structures and any projections erected or to be erected on the lot shall in all respects comply with the Approved Building Setback Submission. For the purpose of this sub-clause, the decision of the D of B as to whether there has been compliance with the Approved Building Setback Submission shall be final and binding on the Grantee.
- (ii) No amendment, variation, alteration, modification or substitution of the Approved Building Setback Submission shall be made without the prior written approval of the D of B, and if such approval is to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion.

- (b) (i) Unless the D of B agrees otherwise, the Grantee shall at his own expense submit to the D of B for his written approval a plan or plans demonstrating the configuration and layout of all the buildings or group of buildings erected or to be erected on the lot including but not limited to continuous projected façade length, separating distance amongst and permeability of such buildings or group of buildings, which submission shall in all respects be in compliance with the building separation requirements of the D of B and shall include such other relevant information as the D of B may require or specify at his sole discretion.
- (ii) The submission under sub-clause (b)(i) above as approved by the D of B is hereinafter referred to as “the Approved Building Separation Submission”. Any buildings or group of buildings erected or to be erected on the lot shall in all respects comply with the Approved Building Separation Submission. For the purpose of this sub-clause, the decision of the D of B as to whether there has been compliance with the Approved Building Separation Submission shall be final and binding on the Grantee.
- (iii) No amendment, variation, alteration, modification or substitution of the Approved Building Separation Submission shall be made without the prior written approval of the D of B and if such approval is to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion.
- (c) (i) The Grantee shall at his own expense submit to the D of B for his written approval a plan indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as “the Greenery Area”), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as “the Greenery Submission”). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Grantee. The aforesaid submission as approved by the D of B is hereinafter referred to as “the Approved Greenery Submission”;
- (ii) the Grantee shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the D of B; and
- (iii) except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Special Condition No. (38)(a)(vi) hereof, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.”

17. Special Conditions Nos. (14)(a) and (14)(b) of the Land Grant stipulate that:

- “(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as “the Technical Schedule”) and the plans approved under Special Condition No. (15)(a) hereof at such locations, in such manner and designs, with such materials, to such standard and in such stages as may be approved by the Director, the following accommodations:
- (i) one residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation with a net operational floor area of not less than 1,354 square metres (hereinafter referred to as “the RCHE”); and
- (ii) the RCHE Parking Space as referred to in Special Condition No. (41)(f) hereof which shall measure 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres.

(such accommodations to be completed and made fit for occupation and operation on or before the 30th day of September 2027 and which accommodations (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as “the Government Accommodation”).

- (b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.”

18. Special Condition No. (15) of the Land Grant stipulates that:

- “(a) (i) The Grantee shall submit or cause to be submitted to the Director for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the Government Accommodation and any other details as the Director may require.
- (ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.
- (iii) The plans of the Government Accommodation approved under this sub-clause (a) shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
- (b) No building works (other than ground investigation and site formation works) shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition.
- (c) For the purpose of these Conditions, “building works”, “ground investigation” and “site formation works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.”

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

- “(a) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, the Grantee shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty if the Grantee shall fail to complete and make fit for occupation and operation to the satisfaction of the Director the Government Accommodation by the date specified in Special Condition No. (14)(a) hereof, a sum calculated at the rate of HK\$13,000.00 per day from the date immediately following the date specified in Special Condition No. (14)(a) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (19) hereof PROVIDED that in case of default of payment of the whole or any part of liquidated damages by the Grantee, the Director shall without prejudice to his other rights and remedies herein contained be entitled to deduct from the sum payable to the Grantee under Special Condition No. (21)(a) hereof the said sum of liquidated damages.
- (b) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said sum of liquidated damages referred to in sub-clause (a) of this Special Condition shall not discharge the Grantee from any of his obligations remaining to be observed and performed.”

20. Special Condition No. (23) of the Land Grant stipulates that:

- “(a) Without prejudice to the provisions of Special Condition No. (24) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (24)(a)(ii) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
- (b) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

21. Special Condition No. (24) of the Land Grant stipulates that:

- “(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor
- (i) which may exist at the date of delivery of possession by the Grantee of the Government Accommodation; and
- (ii) which shall occur or become apparent within a period of 365 days after the date of delivery of possession by the Grantee of the Government Accommodation (hereinafter referred to as “Defects Liability Period”).

- (b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the date of delivery of possession thereof by the Grantee.
- (c) The Director or F.S.I. or both will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 days after the expiry of the Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.
- (d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee Provided that the Government or F.S.I. or both shall be entitled to deduct from the security money referred to in sub-clause (e) of this Special Condition the costs, charges and fees due and owing by the Grantee to the Government or F.S.I. or both under this sub-clause (d) and in the event of the security money referred to in sub-clause (e) of this Special Condition being insufficient to cover all costs, charges and fees due and owing by the Grantee the deficit shall be paid by the Grantee on demand.
- (e) The Grantee shall contemporaneously with the assignment of the Government Accommodation as provided for in Special Condition No. (20) hereof, deposit with the Government a sum of HK\$5,930,000.00 (hereinafter referred to as “the security money”). Subject to the proviso to sub-clause (d) of this Special Condition, the security money shall become due to the Grantee upon the expiry of such Defects Liability Period as relating to the Government Accommodation and the Grantee satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director or F.S.I. or both (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).
- (f) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

22. Special Condition No. (26) of the Land Grant stipulates that:

- “(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (38)(a)(ii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as “the Items”):
 - (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
 - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
 - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
 - (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

- (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

- (b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the failure of the Grantee to maintain the Items.

- (c) For the purpose of this Special Condition only, the expression “Grantee” shall exclude F.S.I..”

23. Special Conditions Nos. (28)(a) and (28)(c) of the Land Grant stipulate that:

- “(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter collectively 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. No swimming pool is permitted to be erected, constructed or provided within the lot. For the purpose of this Special Condition, the decision of the Director as to what constitutes swimming pool shall be final and binding on the Grantee.
- (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. (38)(a)(vi) hereof; and
 - (ii) The Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
 - (iii) The Exempted Facilities shall only be used by the residents of the block or blocks of residential units erected or to be erected within the lot and their bona fide visitors and by no other person or persons.”

24. Special Condition No. (29)(a) of the Land Grant stipulates that:

- “(a) In the event of the lot or any part thereof being used for residential purposes, office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
 - (i) that such accommodation is in the opinion of the Director essential to the safety, security and good management of the residential building or buildings erected or to be erected on the lot;
 - (ii) that such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
 - (iii) the location of any such accommodation shall first be approved in writing by the Director.”

25. Special Condition No. (30)(a) of the Land Grant stipulates that:

- “(a) In the event of the lot or any part thereof being used for residential purposes, quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
 - (i) that such quarters shall be located in one of block of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
 - (ii) that such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.”

26. Special Condition No. (31)(a) of the Land Grant stipulates that:

- “(a) In the event of the lot or any part thereof being used for residential purposes, one office for the use of the Owners’ Corporation or the Owners’ Committee may be provided within the lot provided that:
 - (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners’ Corporation or Owners’ Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
 - (ii) the location of any such office shall first be approved in writing by the Director.”

27. Special Condition No. (32) of the Land Grant stipulates that:

- “(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings, escalators and lifts for disabled persons as the Director in his absolute discretion may require) for the purposes as specified in the sub-clause (b) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.
- (b) The segregated pedestrian ways or paths referred to in sub-clause (a) of this Special Condition shall follow the shortest possible routes and shall be covered and constructed and designed so as to:
 - (i) link up each and every building to be erected on the lot at such locations and levels of the building as the Director shall approve; and
 - (ii) link up all major facilities within the lot including the shops, blocks of residential units, open space and community facilities provided thereon. The major facilities as listed in this sub-clause (b)(ii) are not exhaustive and the decision of the Director as to what constitutes major facilities shall be final and binding on the Grantee.
- (c) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings, escalators and lifts for disabled persons) required to be provided under this Special Condition in good and substantial repair and condition to the satisfaction of the Director.
- (d) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide a pedestrian walkway or walkways within the lot with a width of 6 metres or such other width as may be approved by the Director so as to link up the Footbridge Connections referred to in Special Condition No. (33)(a) hereof (hereinafter referred to as “the Pedestrian Walkways”).
- (e) The Grantee shall upon completion of the construction of Footbridge Connections referred to in Special Condition No. (33)(a) hereof and thereafter throughout the whole term hereby agreed to be granted keep the Pedestrian Walkways required to be provided under sub-clause (d) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption.
- (f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Walkways to the public for the right of passage.
- (g) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional 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 plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (h) The Director shall at his sole discretion decide the whole of the area of the Pedestrian Walkways or part thereof that may be excluded from the calculation of the gross floor area specified in Special Condition No. (12)(c) hereof as to which the decision of the Director shall be final and binding on the Grantee.”

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

- “(a) The Grantee shall on or before the 30th day of September 2027 (or such other date as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director provide, construct and thereafter maintain, upkeep, manage and repair in good and substantial repair and condition to the satisfaction of the Director structural supports within the lot and connections at the perimeters of the building or buildings erected or to be erected on the lot between the points D and D1, the points P and P1 and the points N and N1 respectively shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director (such structural supports and connections are hereinafter collectively referred to as “the Footbridge Connections”) for receiving future footbridges (“the Footbridges”) so that the construction of the Footbridges can be carried out and that pedestrian access can be gained over the Footbridges into and from the Pedestrian Walkways. The Grantee shall construct the Footbridge Connections at such height, level, width and position, with such materials and of such design, specification, standards and levels as shall be required or approved by the Director.

- (b) There is reserved to the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges a right of support and a right to connect the Footbridges to the Footbridge Connections at a location between the points D and D1, the points N and N1, and the points P and P1 respectively shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director.
- (c) There is reserved to the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges all rights of ingress, egress and regress to and from the lot or any part thereof and all rights of occupation of part or parts of the lot for the purposes renewing and demolishing the Footbridges.
- (d) In the event of the non-fulfilment of the Grantee’s obligations under sub-clauses (a) or (g) of this Special Condition within the respective prescribed time limits stated therein, the Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorized by the Government may provide, construct and thereafter maintain, upkeep, manage and repair in good and substantial repair and condition at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (e) Notwithstanding sub-clauses (a), (d) and (g) of this Special Condition, the Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorized by the Government with or without tools, equipment, machinery or motor vehicles shall at all reasonable times throughout the term hereby agreed to be granted and upon giving prior notice to the Grantee have the right of free ingress, egress and regress to and from the lot or any part or parts thereof and the building or buildings erected or to be erected thereon or any part or parts thereof for the purpose of providing, constructing, connecting and thereafter inspecting, managing, maintaining, repairing and renewing the Footbridge Connections and the inspecting, checking and supervising of the works under sub-clauses (a) and (g) of this Special Condition.
- (f) The Government and the persons conferred with the rights under sub-clauses (b), (c), (d) and (e) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee whether arising out of or incidental to the exercise by him or them of the rights conferred under sub-clauses (b), (c), (d) and (e) of this Special Condition, and no claim for compensation or otherwise shall be made against him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (g)
 - (i) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge Connections 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 structural supports and connections of such design, specifications, standards and levels, with such materials and at such width, height and position as the Director may approve or require.
 - (ii) In the event that any new structural supports and connections is or are constructed under sub-clause (g)(i) of this Special Condition, all the references to “the Footbridge Connections” in these Conditions shall be deemed to refer such new structural supports and connections.
- (h) For the avoidance of doubt, the Grantee hereby acknowledges and agrees that the Government in no way warrants that the Footbridges will be constructed in the future and the Government shall be under no liability whatsoever to the Grantee for any claim, loss or damage howsoever arising out of or in connection therewith or as a consequence thereof if the Footbridges or any part or parts thereof is not constructed.
- (i) No alteration or addition to the Footbridge Connections or any part or parts thereof shall be made without the prior consent of the Director.
- (j) The segregated pedestrian ways or paths referred to in Special Condition No. (32)(a) hereof, the Pedestrian Walkways and the Footbridge Connections shall be designated as and form part of the Common Areas referred to in Special Condition No. (38)(a)(vi) hereof.”

29. Special Condition No. (35) of the Land Grant stipulates that:

- “(a) Prior to Compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him) assign (save and except for the assignment and delivery of vacant possession of the Government Accommodation as respectively provided in Special Condition

- Nos. (20) and (22) hereof), mortgage or charge (save and except by way of building mortgage as referred to in sub-clause (d) of this Special Condition), underlet (save and except for the underletting as provided in sub-clause (c) of this Special Condition), part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.
- (b) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not assign, mortgage or charge (save and except by way of building mortgage as referred to in sub-clause (d) of this Special Condition), underlet, part with the possession of or otherwise dispose of any unit in any building or part of any building erected or to be erected on the lot, which unit is designed, used or intended to be used for private residential purposes (hereinafter referred to as “the residential unit”) or any part thereof or any interest therein or any undivided shares in the lot attached thereto (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may assign or agree to assign the residential unit together with undivided share or shares in the lot attached thereto:
- to those persons who shall fall within the categories of purchasers approved by the Secretary for Transport and Housing; and
 - at such sale price and upon such terms and conditions as to transfer or other disposal as provided in Special Condition No. (36) hereof and as shall be proposed by the Grantee and approved by the Secretary for Transport and Housing at his absolute discretion.
- (c) Notwithstanding any other provisions of this Agreement, the Grantee shall not underlet any part or parts of the lot or any part or parts of any building erected or to be erected on the lot or enter into any agreement so to do unless the tenancy or lease thereof complies with the following terms and conditions:
- any tenancy or lease created shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of building to which the tenancy or lease relates;
 - the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and
 - none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene with these Conditions.
- (d) The Grantee may without the Director’s prior written consent referred to in sub-clause (a) of this Special Condition but subject to obtaining the written consent from the Secretary for Transport and Housing mortgage or charge the lot or any part thereof or any interest therein only for the sole purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one:
- whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Grantee for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
 - under which such advances (in the case of work done) are to be made to the Grantee only in amounts to be certified from time to time by the authorized person (appointed by the Grantee under the Buildings Ordinance, any regulations made thereunder and any amending legislation for the development of the lot) as having been incurred by the Grantee for the development of the lot;
 - under which the Grantee, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Grantee applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following:

- all sums received by the Grantee or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) (hereinafter referred to as “the ASP”) shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as “the Stakeholder Account”);
 - no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director’s consent; and
 - the mortgagee irrevocably undertakes to the Grantee to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;
- (iv) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and
- (v) for the purpose only of this Special Condition, “the Stakeholder” means any solicitors firm for the time being appointed by the Grantee to act as stakeholder in respect of the purchase price under the ASP.
- (e) For the purpose of this Special Condition only, the expression “Grantee” in sub-clauses (b), (c) and (d) of this Special Condition excludes his assigns.”

30. Special Condition No. (36) of the Land Grant stipulates that:

“(a) For the purposes of this Special Condition:

- “Eligible Purchaser” means a person who has been certified by the Grantee to be eligible for the purchase of a residential unit or any interest therein in accordance with the conditions as may from time to time be issued by the Secretary for Transport and Housing;
- “First Assignment” means the first assignment of a residential unit by the Grantee to the first owner of that residential unit;
- the expression “Grantee” excludes its assigns;
- “Initial Market Value” means the market value of the residential unit as specified in the First Assignment;
- “Owner” means a person to whom the Grantee has assigned or agreed to assign an undivided share or undivided shares of and in the lot together with the right of exclusive possession of a residential unit in the building or buildings erected or to be erected on the lot, his successors-in-title and any mortgagee or chargee (whether legal or equitable) or an assignee of such mortgagee or chargee;
- “Period” means a period of 15 years after the date of the First Assignment;
- “Premium” means an amount assessed by the Grantee and approved by the Secretary for Transport and Housing (whose approval shall be final and binding on the Owner of the residential unit) which shall be calculated according to the following formula:

$$\text{Premium} = \frac{\text{Prevailing Market Value}}{\text{Initial Market Value}} \times (\text{Initial Market Value} - \text{Purchase Price})$$

whereas for the purpose of calculating the Premium, the Prevailing Market Value is the market value of the residential unit assessed by the Grantee and approved by the Secretary for Transport and Housing as at the time when the Owner pays the Premium; and

- “Purchase Price” means the price of the residential unit sold by the Grantee to the owner as specified in the First Assignment.
- (b) Except as provided in sub-clauses (c), (d), (e), (f) and (g) of this Special Condition, no Owner shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential unit or any part thereof or any interest therein or any undivided shares in the lot attached thereto (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do,

or solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby his residential unit or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected or entered into any agreement so to do.

- (c) (i) (I) Subject to the prior written approval from the Grantee and in conformity with the conditions as may be imposed by the Grantee including but not limited to those set out in sub-clause (c)(i)(II) of this Special Condition and the compliance with the guidelines (if applicable) from time to time issued by the Secretary for Transport and Housing, an Owner may, without payment of the Premium, charge or mortgage a residential unit assigned to him or create second charge(s) or second mortgage(s) or create further charge(s) or further mortgage(s) over the said residential unit to a bank or other financial institution (which for the purpose of this sub-clause (c)(i)(I) only shall include the Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, and regulations made thereunder and any amending legislation) or to the organization of the Owner's employer approved by the Grantee or to the Grantee for the purpose of:
 - (A) financing the purchase of the residential unit or refinancing the purchase of the residential unit or refinancing (an) outstanding loan(s) secured by (an) existing charge(s) or mortgage(s) over the residential unit; or
 - (B) securing new loan(s) or additional loan(s) from such bank, financial institution or organization

(such charge, mortgage, second charge(s), second mortgage(s) of the residential unit or such further charge(s) or further mortgage(s) over the residential unit are hereinafter referred to as "the Charge").

For the avoidance of doubt, the Grantee shall have the sole and absolute discretion to approve or refuse its approval under this sub-clause (c) without giving any reason therefor.
- (II) The conditions referred to in sub-clause (c)(i)(I) of this Special Condition are:-
 - (A) the Charge shall be in a form approved by the Grantee and shall contain such provisions as the Grantee may require;
 - (B) the Owner shall bear all the costs and expenses of and incidental to the creation of the Charge including the Grantee's administrative costs and expenses in approving the Charge and the legal costs incurred by the Grantee in approving the form mentioned in sub-clause (c)(i)(II)(A) of this Special Condition; and
 - (C) the Owner shall observe and comply with such terms and conditions as may be imposed by the Grantee.
- (ii) (I) Subject to the prior written approval from the Grantee and compliance with the guidelines (if applicable) from time to time issued by the Secretary for Transport and Housing, an Owner may, without payment of the Premium, charge or mortgage a residential unit assigned to him to a participating bank or The Hong Kong Mortgage Corporation Limited or any of its subsidiaries (hereinafter collectively referred to as "HKMC Group") or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing for the purpose of obtaining a loan secured by a mortgage (hereinafter referred to as "the Reverse Mortgage") under the Reverse Mortgage Programme operated by HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing, provided that the approval from the Grantee will be deemed to be given where the conditions in sub-clause (c)(ii)(II) of this Special Condition have been complied with.
- (II) The conditions referred to in sub-clause (c)(ii)(I) of this Special Condition are:
 - (A) the Reverse Mortgage shall be in a form approved from time to time by the Grantee and HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing for Subsidised Sale Flats Projects and shall contain such provisions as the Grantee and HKMC Group or such other approved financial institution may require;
 - (B) the loan shall be obtained from and the residential unit shall be charged or mortgaged to a participating bank or HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing under the Reverse Mortgage Programme;
 - (C) the Owner shall bear all the costs and expenses of and incidental to the creation of the Reverse Mortgage; and

(D) the Owner shall observe and comply with the guidelines, if applicable, from time to time issued by the Grantee and such terms and conditions under the Reverse Mortgage Programme as may be imposed by HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing.

- (d) At any time before first making payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, an Owner may enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his residential unit subject to the following conditions:
 - (i) the person entering into the provisional agreement for sale and purchase as the purchaser is an Eligible Purchaser;
 - (ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is an Eligible Purchaser and a person nominated by the Grantee in his sole and absolute discretion to buy such residential unit;
 - (iii) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of this sub-clause (d) shall each be subject to and contain such terms and conditions as may be required or authorized by the Grantee in his sole and absolute discretion (including the payment of such fee as may be determined by the Grantee) and shall each be made subject to the terms and conditions contained in this Special Condition; and
 - (iv) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Grantee in his sole and absolute discretion are observed and complied with.

Provided that in the event of the Owner entering into the provisional agreement for sale and purchase before the expiry of five years from the date of the First Assignment, the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price.
- (e) At any time after the expiry of the Period,
 - (i) an Owner may sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his residential unit as he sees fit subject to the payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, together with an administrative fee payable to the Grantee for assessment of the Premium (if required);
 - (ii) the Owner shall, when required by the Grantee, submit to the Grantee a valuation report on his residential unit prepared, at the expense of such Owner, by a valuer chosen from a panel of valuers from time to time as determined by the Grantee, provided that such valuation report shall be used by the Grantee for reference only and shall not in any way be binding on the Grantee in his assessment of the Premium;
 - (iii) the Secretary for Transport and Housing may at his sole and absolute discretion accept the assessment submitted by the Grantee or make his own determination and his decision on the Premium payable by the Owner shall be final and conclusive; and
 - (iv) notwithstanding sub-clause (e)(i) of this Special Condition, an Owner may enter into an agreement for sale and purchase of his residential unit prior to the payment of the Premium to the Grantee for and on behalf of the Government, provided that it is a condition of such agreement that the Premium shall be paid to the Grantee for and on behalf of the Government prior to the assignment of the residential unit by the Owner.
- (f) Subject to the prior written approval of the Grantee and in conformity with all conditions imposed by the Grantee (including but not limited to the payment of administrative fees as may be required by him) and the guidelines as may from time to time be issued by the Secretary for Transport and Housing, an Owner may, without first making payment of the Premium to the Grantee for and on behalf of the Government, assign his residential unit or any interest therein or enter into any agreement so to do to such person or persons as the Grantee may in its sole and absolute discretion approve in writing.
- (g) (i) Subject to the prior written approval of the Grantee and in conformity with all conditions as may be imposed by the Grantee including but not limited to the conditions referred to in sub-clause (g)(ii) of this Special Condition and the guidelines as may from time to time be issued by the Secretary for Transport and Housing in respect of such proposed transfer or assignment, an Owner may assign his residential unit or part thereof or his interest therein to his parents, spouse, former spouse, children or siblings (subject to the production

of satisfactory documentary evidence of the relationship with the Owner) or where an Owner is dead, his executor or administrator may assign his residential unit or part thereof or his interest therein to the beneficiaries entitled to such deceased Owner's estate (subject to the production of satisfactory documentary evidence of the entitlement of the beneficiaries) without first making payment of the Premium to the Grantee for and on behalf of the Government provided that the Grantee shall have the sole and absolute discretion and in accordance with the guidelines as may from time to time be issued by the Secretary for Transport and Housing to approve or reject such application without giving reasons therefor.

(ii) The conditions referred to in sub-clause (g)(i) of this Special Condition are:

- (I) the assignment to the parents, spouse, former spouse, children or siblings of the Owner or the beneficiaries entitled to the estate of the deceased Owner (hereafter called "the Assignees") shall be in a form approved by the Grantee and shall contain such provisions as may be required by the Grantee;
- (II) the residential unit or any part thereof or any interest therein and the undivided shares in the lot attached thereto shall be deemed to have been assigned to the Assignees on the date on which the residential unit was assigned to the owner by the Grantee under the First Assignment and sub-clauses (b) to (g) of this Special Condition shall apply to the Assignees accordingly; and
- (III) the Owner or his estate and the assignees shall bear all the costs of such assignment including the administrative costs and expenses of the Grantee in approving the assignment and the legal costs incurred by the Grantee in approving the form mentioned in sub-clause (g)(ii)(I) of this Special Condition.

(h) Upon payment of the Premium by an Owner to the Grantee for and on behalf of the Government, sub-clauses (b), (c), (d), (e), (f) and (g) of this Special Condition shall be null and void and shall cease to have effect.

(i) Notwithstanding anything to the contrary contained in sub-clauses (d), (f) and (g) of this Special Condition, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Grantee under this Special Condition shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing."

31. Special Condition No. (41) of the Land Grant stipulates that:

"(a) (i) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred as "C for T") for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") (the spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (43) hereof) are hereinafter referred to as "the Residential Parking Spaces") at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below:

Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 22 residential units or part thereof
Not less than 40 square metres	One space for every 12 residential units or part thereof

For the purpose of these Conditions, "motor vehicle" shall be as defined in the Road Traffic Ordinance.

(ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit in terms of gross floor area as set out in the table of sub-clause (a)(i) of this Special Condition. For the purpose of these Conditions, the term "size of each residential unit in terms of gross floor area" shall mean the sum of (I) and (II) below:

- (I) the gross floor area of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (12)(c) hereof; and

- (II) the pro-rata gross floor area of Residential Common Area (as hereinafter defined) in respect of a residential unit. In so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (12)(c) hereof (which residential common area is hereinafter referred to as the "Residential Common Area") shall be apportioned to a residential unit by the following formula:

$$\text{The total gross floor area of Residential Common Area} \times \frac{\text{The gross floor area of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition}}{\text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}}$$

(iii) In addition to the spaces to be provided under sub-clause (a)(i) of this Special Condition, spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance shall be provided within each block of residential units erected or to be erected on the lot to the satisfaction of the C for T at the following rates subject to a minimum of one such additional space being provided within the lot (the spaces to be provided under this sub-clause (a)(iii) (as may be varied under Special Condition No. (43) hereof) are hereinafter referred to as "the Visitors' Parking Spaces"):

- (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of 5 spaces (or such other rates as may be approved by the Director) for such block of residential units; and
- (II) if not more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at such rate as may be approved by the Director for such block of residential units.

(iv) The Residential Parking Spaces and Visitors' Parking Spaces shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i) and (a)(iii) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(b) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance at the following rates:

- (I) one space for every 150 square metres or part thereof of the first 15,000 square metres of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purpose and one space for every 200 square metres or part thereof of the remaining gross floor area to be used for such purpose (the spaces to be provided under this sub-clause (b)(i)(I) (as may be varied under Special Condition No. (43) hereof) are hereinafter referred to as "the Office Parking Spaces"); and
- (II) one space for every 200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding private residential, godown, office, hotel, RCHE) purposes (the spaces to be provided under this sub-clause (b)(i)(II) (as may be varied under Special Condition No. (43) hereof) are hereinafter referred to as "the Non-Industrial Parking Spaces").

(ii) For the purpose of calculating the number of the Office Parking Spaces and the Non-Industrial Parking Spaces to be provided under sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition, any floor area to be used for parking, loading and unloading purposes, the Government Accommodation, or the Public Vehicle Park as referred to in Special Condition No. (44)(a) hereof shall be excluded.

(iii) The Office Parking Spaces and the Non-Industrial Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(c) (i) Out of the Residential Parking Spaces, the Visitors' Parking Spaces, the Office Parking Spaces and the Non-Industrial Parking Spaces, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (hereinafter referred to as "the Parking Spaces for Disabled Persons") as the Building Authority may require or approve, as follows:

- (I) Out of the Residential Parking Spaces and the Visitors' Parking Spaces, the Grantee shall reserve and designate such number of spaces to become the Parking Spaces for Disabled Persons as the Building Authority may require or approve provided that a minimum of one space shall be so reserved and designated out of the Visitors' Parking Spaces and that the Grantee shall not reserve or designate all of the Visitors' Parking Spaces to become the Parking Spaces for Disabled Persons.
- (II) Out of the Office Parking Spaces, the Grantee shall reserve and designate such number of spaces to become the Parking Spaces for Disabled Persons as the Building Authority may require or approve provided that a minimum of one space shall be so reserved and designated.
- (III) Out of the Non-Industrial Parking Spaces, the Grantee shall reserve and designate such number of spaces to become the Parking Spaces for Disabled Persons as the Building Authority may require or approve provided that a minimum of one space shall be so reserved and designated.

For the purpose of these Conditions, "disabled person" shall be as defined in the Road Traffic Ordinance.

- (ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.
- (d) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at the following rates:
 - (I) one space for every 100 residential units or part thereof provided in any block of residential units erected or to be erected on the lot (the spaces to be provided under this sub-clause (d)(i)(I) (as may be varied under Special Condition No. (43) hereof) are hereinafter referred to as "the Residential Motor Cycle Parking Spaces");
 - (II) in addition to the spaces to be provided under sub-clause (b)(i)(I) of this Special Condition, 5% of the total number of the Office Parking Spaces required to be provided under sub-clause (b)(i)(I) of this Special Condition (the spaces to be provided under this sub-clause (d)(i)(II) (as may be varied under Special Condition No. (43) hereof) are hereinafter referred to as "the Office Motor Cycle Parking Spaces");
 - (III) in addition to the spaces to be provided under sub-clause (b)(i)(II) of this Special Condition, 10% of the total number of the Non-Industrial Parking Spaces required to be provided under sub-clause (b)(i)(II) of this Special Condition (subject to a minimum of six spaces shall be so provided) (the spaces to be provided under this sub-clause (d)(i)(III) (as may be varied under Special Condition No. (43) hereof) are hereinafter referred to as "the Non-Industrial Motor Cycle Parking Spaces").

provided that if the number of the Residential Motor Cycle Parking Spaces, the Office Motor Cycle Parking Spaces or the Non-Industrial Motor Cycle Parking Spaces to be provided is a decimal number, the same shall be rounded up to the next whole number. For the purpose of these Conditions, "motor cycle" shall be as defined in the Road Traffic Ordinance.
- (ii) The Residential Motor Cycle Parking Spaces, the Office Motor Cycle Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.
- (e) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of bicycles at a rate of one space for every 15 residential units or part thereof in the building or buildings erected or to be erected on the lot with the size of each residential unit in terms of gross floor area being less than 70 square metres. For the purpose of these Conditions, "bicycle" shall be as defined in the Road Traffic Ordinance. The spaces to be provided under this sub-clause (e) shall not be used for any purpose other than for the parking of bicycles.
- (f) One space shall be provided within the lot to the satisfaction of the C for T for the parking of light bus with tail-lift licensed under the Road Traffic Ordinance and for the exclusive use of the operator of the RCHE and their bona fide guests, visitors or invitees (hereinafter referred to as "the RCHE Parking Space"), such space to be located adjacent to the RCHE and in particular the said space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services. For the purpose of these Conditions, "light bus" shall be as defined in the Road Traffic Ordinance.

- (g) (i) Except for the Parking Spaces for Disabled Persons, each of the Residential Parking Spaces, the Visitors' Parking Spaces, the Office Parking Spaces and the Non-Industrial Parking Spaces shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) The dimension of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.
- (iii) Each of the Residential Motor Cycle Parking Spaces, the Office Motor Cycle Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.
- (iv) Each of the spaces provided under sub-clause (e) of this Special Condition shall be of such dimensions as may be approved in writing by the C for T.
- (v) The space provided under sub-clause (f) of this Special Condition shall measure 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres.
- (h) The Grantee shall not underlet any of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces except to residents of the residential units in the building or buildings erected or to be erected on the lot provided that the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates."

32. Special Condition No. (42) of the Land Grant stipulates that:

- "(a) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles licensed under the Road Traffic Ordinance at the following rates:
 - (i) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot subject to a minimum of one space for each block of residential units erected or to be erected on the lot, such space to be located adjacent to or within each block of residential unit;
 - (ii) (I) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings or a part or parts thereof erected or to be erected on the lot to be used for non-industrial (excluding private residential, office, godown, hotel and RCHE) purposes;
 - (II) out of the spaces provided under sub-clause (a)(ii)(I) of this Special Condition, 65% shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres (provided that if the number of spaces to be provided is a decimal number, it shall be rounded up to the next whole number) and the remaining spaces shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres;
 - (III) out of the spaces provided under sub-clause (a)(ii)(I) or (a)(ii)(IV) of this Special Condition, one space measuring 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and shall be provided at such location as the Director of Social Welfare shall require or approve for the shared use with the occupiers of the RCHE and their bona fide guests, visitors or invitee; and
 - (IV) one space for every 2,000 square metres or part thereof of the gross floor area of the building or buildings or a part or parts thereof erected or to be erected on the lot to be used for office purposes.

For the purpose of these Conditions, "goods vehicle" shall be as defined in the Road Traffic Ordinance.

- (b) Spaces shall be provided within the lot to the satisfaction of the C for T as lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) at a rate of one space for every 20,000 square metres or part thereof of the gross floor area of the building or buildings or a part or parts thereof erected or to be erected on the lot to be used for office purposes. For the purpose of these Conditions, "taxi" shall be as defined in the Road Traffic Ordinance.
- (c) Each of the spaces provided under sub-clause (a)(i) and (a)(ii)(IV) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres.
- (d) Spaces provided under sub-clause (a) of this Special Condition shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings or a part or parts thereof referred to therein.

- (e) For the purpose of calculating the number of spaces to be provided under sub-clauses (a) of this Special Condition, any floor area to be used for parking, loading and unloading purposes or the Public Vehicle Park as referred to in Special Condition No. (44)(a) hereof shall be excluded.”

33. Special Condition No. (43) of the Land Grant stipulates that:

- “(a) Notwithstanding sub-clauses (a), (b), (d) and (e) of Special Condition No. (41) hereof, the Grantee may increase the respective number of spaces required to be provided under the said sub-clauses by not more than 5% provided that the total number of spaces so increased shall not exceed 50.
- (b) Notwithstanding sub-clauses (a), (b), (d), (e) and (g) of Special Condition No. (41) hereof, sub-clause (a)(i) of Special Condition No. (42) hereof and sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective number and dimensions of spaces required to be provided under the said sub-clauses to such other numbers and dimensions as may be approved in writing by the C for T, and such increase or reduction shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval subject to such terms and conditions as he sees fit, including the payment by the Grantee of any premium and administrative fee as shall be determined by the Director.”

34. Special Condition No. (44) of the Land Grant stipulates that:

- “(a) In addition to the requirements to provide parking, loading and unloading spaces under and in accordance with Special Condition Nos. (41) and (42) hereof, the Grantee shall on or before the 30th day of September 2027 (or such other date as may be approved by the Director), at his own expense, in all respects to the satisfaction of the Director and in accordance with these Conditions and the Public Vehicle Park Layout Plan as referred to and approved under sub-clause (b) of this Special Condition, erect, construct, provide and maintain within the lot a public vehicle park (hereinafter referred to as “the Public Vehicle Park”). The Grantee shall provide within the Public Vehicle Park:
 - (i) 130 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres provided that out of the spaces so provided under this sub-clause (a)(i), such number of spaces shall be reserved and designated for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons as the Building Authority may require or approve on condition that a minimum of two spaces shall be so reserved and designated out of the spaces provided under this sub-clause (a)(i), and the dimension of each of the spaces so reserved and designated shall be as the Building Authority may require or approve;
 - (ii) 5 spaces for the parking of light goods vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. For the purpose of these Conditions, “light goods vehicle” shall be as defined in the Road Traffic Ordinance.
- (b) The Grantee shall within 24 calendar months from the date of this Agreement or such other extended period as may be approved by the Director submit or cause to be submitted to the Director for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the Director (hereinafter referred to as “the Public Vehicle Park Layout Plan”). The parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the Public Vehicle Park Layout Plan approved by the Director under this sub-clause (b) and in all respects to the satisfaction of the Director. The Grantee shall maintain the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the Public Vehicle Park Layout Plan approved by the Director under this sub-clause (b) and shall not alter the approved Public Vehicle Park Layout Plan except with the prior written consent of the Director.
- (c) No floor or floors or level or levels of the Public Vehicle Park shall be served or accessible by any vehicular access except by such vehicular access as may be approved in writing by the Director.
- (d) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any motor vehicle can be moved into or away from each parking space from or to the driveway or circulation areas without obstruction.

- (e) The positions of the ingress and egress control points, drop gate, pay booth and access arrangement for the Public Vehicle Park shall be subject to the prior written approval of the Director.
- (f) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle referred to in sub-clause (a) of this Special Condition shall have to queue or wait outside the lot to enter into the Public Vehicle Park.
- (g) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times for parking of motor vehicles on hourly, daily or monthly basis save that for parking of motor vehicles for a consecutive period of over one calendar month shall be subject to the prior written approval of the C for T. The Grantee shall at all times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park or any part or parts thereof.
- (h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, there shall not be taken into account the gross floor area of the Public Vehicle Park and any other areas or spaces as the Director may at his sole discretion consider appropriate. For the purpose of these Conditions, the total gross floor area of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding on the Grantee.
- (i) The parking spaces provided within the Public Vehicle Park shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i) and (a)(ii) of this Special Condition and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.
- (j) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Vehicle Park or any part or parts of the lot to the public for the right of passage.
- (k) It is expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or 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.
- (l) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, agents, workmen or contractors arising out of or incidental to the fulfilment of the Grantee’s obligations under this Special Condition.
- (m) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may underlet the parking spaces within the Public Vehicle Park subject to the conditions as stipulated in sub-clauses (g) and (i) of this Special Condition on condition that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the parking spaces within the Public Vehicle Park, or part or parts thereof, to which such underletting relates.
- (n) The Grantee (which expression for the purpose of this Special Condition only shall not include the Grantee’s assigns) shall at his expense at all times during the term hereby agreed to be granted uphold, maintain, repair, operate, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations which are or may at any time be in force in Hong Kong and to the satisfaction of the C for T.”

35. Special Condition No. (46) of the Land Grant stipulates that:

- “(a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be assigned except
- (i) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (ii) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot.
- Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner of any one residential unit in the building or buildings erected or to be erected on the lot.
- (b) Sub-clause (a) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons.”

36. Special Condition No. (47) of the Land Grant stipulates that:

“Notwithstanding Special Condition No. (46) hereof, the Visitors’ Parking Spaces, the Parking Spaces for Disabled Persons and the spaces provided within the lot in accordance with Special Condition Nos. (41)(e) and (42) hereof shall be designated as and form part of the Common Areas.”

37. Special Condition No. (48) of the Land Grant stipulates that:

- “(a) The Grantee shall at all times throughout the term hereby agreed to be granted permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Condition Nos. (41), (42), (43) and (44) hereof by the Grantee.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition.”

38. Special Condition No. (49) of the Land Grant stipulates that:

- “(a) The Grantee shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T (incorporating the contents of the Public Vehicle Park Layout Plan approved by the Director under Special Condition No. (44)(b) hereof) indicating the layout of all the parking, loading and unloading spaces, picking up and setting down spaces and lay-bys to be provided within the lot in accordance with Special Condition Nos. (41) and (42) hereof (as may be respectively varied under Special Condition No. (43) hereof) and (44) hereof, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) (hereinafter collectively referred to as “the Car Park Layout Plans”). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.
- (b) The parking, loading and unloading spaces and lay-bys indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos. (41), (42) and (44) hereof. Subject to Special Condition No. (44)(n) hereof, the Grantee shall maintain all parking, loading and unloading spaces, lay-bys and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.

- (c) Except for the spaces indicated on the Car Park Layout Plans, no part of the lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles, and picking up and setting down of passengers from motor vehicles set out respectively in Special Condition Nos. (41), (42) and (44) hereof.
- (d) No transaction (except for the assignment and delivery of vacant possession of the Government Accommodation respectively provided under Special Condition Nos. (20) and (22) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (35)(c) hereof and a building mortgage under Special Condition No. (35)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to the deposit and submission of the Car Park Layout Plans in accordance with sub-clause (a) of this Special Condition.
- (e) The Grantee hereby:
- (i) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the C for T’s, the Director’s or the Government’s own accord; and
 - (ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of this Special Condition.
- (f) For the purpose of sub-clause (e) of this Special Condition, the Grantee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying modifying, disclosure and dissemination of the Car Park Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.
- (g) The Grantee hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of this Special Condition shall survive and continue to be binding upon the Grantee after the expiry or sooner determination of the term hereby agreed to be granted.
- (h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee’s obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; any omission or mistake in the Car Park Layout Plans; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee’s obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; any omission or mistake in the Car Park Layout Plans.”

39. Special Condition No. (51) 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. (50) 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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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."

40. Special Condition No. (52) of the Land Grant stipulates that:

"No rock crushing plant shall be permitted on the lot without the prior written approval of the Director."

41. Special Condition No. (53) 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."

42. Special Condition No. (54) 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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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."

43. Special Condition No. (55) 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, stormwater pipe, manhole, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area (hereinafter collectively referred to as "the Services"). Any foundations to be constructed near or adjoining any sewer, storm-water drain or nullah or seawall and seawall foundations within or adjoining the lot shall comply with the requirements of the Director. The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or the Green Area or both the lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

44. Special Condition No. (57) of the Land Grant stipulates that:

- (a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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."

45. Special Condition No. (58) of the Land Grant stipulates that:

- (a) The Grantee shall within six calendar months from the date of this Agreement (or such other period as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his written approval a noise impact assessment (hereinafter referred to as "the NIA") associated with the development of the lot. The NIA shall identify all adverse noise impacts associated with the development of the lot and contain proposals for appropriate noise mitigation measures (hereinafter referred to as "the Noise Mitigation Measures").
- (b) The Grantee shall at his own expense and within such time limits as shall be stipulated by the Director of Environmental Protection carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director of Environmental Protection (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director of Environmental Protection.

- (c) No building works (other than site formation works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director of Environmental Protection.”

46. Special Condition No. (59) of the Land Grant stipulates that:

“In the event the Approved Noise Mitigation Measures comprise the erection or construction of noise barrier or noise barriers on the lot with projection extending beyond the boundary of the lot and over and above any portion of the adjoining Government land (hereinafter referred to as “the Noise Barrier”), the following conditions shall apply:

- (a) the Grantee shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;
- (c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
- (d) the Grantee shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director. If temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause, written agreement of the C for T on the temporary traffic arrangement shall have been obtained before commencement of any works;
- (e) the Noise Barrier shall not be used for any purpose other than noise barrier. Except with the prior written consent of the Director, the Grantee shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever;
- (f) subject to the prior written approval of the Director, the Grantee and his contractors, workmen or any other persons authorized by him shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part or parts of the Noise Barrier projecting over the Government land in accordance with this Special Condition;
- (g) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition and no claim for compensation or otherwise shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;
- (h) the Grantee shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, repair, maintenance, alteration, use, demolition or removal of the Noise Barrier;
- (i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Grantee a written notice requiring the Grantee to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within 6 calendar months from the date of the written notice. Upon receipt of such written notice, the Grantee shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (j) in the event of the non-fulfillment of any of the Grantee’s obligations under this Special Condition, the Director may carry out the necessary works and the Grantee shall pay to the Director on demand the cost of such works;
- (k) the Grantee shall at all times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;

- (l) neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfillment of the Grantee’s obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Grantee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and
- (m) the Grantee shall at all times indemnify and keep indemnified the Government, the Director, its officers and workmen from and against all liabilities, costs, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, repair, maintenance, alteration, use, demolition or removal of the Noise Barrier or in connection with the works under sub-clause (j) of this Special Condition.”

47. Special Condition No. (60) of the Land Grant stipulates that:

- “(a) The Grantee shall within six calendar months from the date of this Agreement (or such other period as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his written approval a sewerage impact assessment (hereinafter referred to as “the SIA”) containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impacts as may arise from the development of the lot, the sewerage flowing from all other planned and committed development in the same catchment, and recommendations for mitigation measures, improvement works and other measures and works.
- (b) The Grantee shall at his own expense and within such time limit as shall be stipulated by the Director of Environmental Protection carry out and implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection.
- (c) The technical aspects of the SIA shall be undertaken by a chartered civil engineer or a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline.
- (d) No building works (other than ground investigation) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection.
- (e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Conditions No. 5 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee’s obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss.”

48. Special Condition No. (63) of the Land Grant stipulates that:

“Except with the prior written consent of the Director, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential units erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.”

49. Special Condition No. (64) of the Land Grant stipulates that:

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

50. Special Condition No. (66) of the Land Grant stipulates that:

- “(a) (i) The Grantee shall on or before the 30th day of September 2027 or such other date as may be approved by the Director at the Grantee’s own expense:
- (I) submit or cause to be submitted to the Director of Civil Engineering and Development for his approval in writing such plan or plans containing such information on the location or locations, layout or layouts, extent, routing (as appropriate) and other information of the Pedestrian Walkways) (hereinafter referred to as “the Public Facility”) individually or collectively as may be required or specified by the Director of Civil Engineering and Development at his sole and absolute discretion (which plan or plans approved by the Director of Civil Engineering and Development is/are hereinafter referred to as “the Approved Public Facility Layout Plan”); and
 - (II) deposit or cause to be deposited the Approved Public Facility Layout Plan or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) with the Director of Civil Engineering and Development and the Director respectively.
- (ii) No amendment, variation, alteration, modification or substitution of the Approved Public Facility Layout Plan shall be made without the prior written approval of the Director of Civil Engineering and Development who may in granting such approval impose such terms and conditions as he sees fit.
- (b) The Grantee shall from the date of an occupation permit or a temporary occupation permit issued by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation covering the building or buildings erected on the lot or that part or parts of the building or buildings to which the Public Facility relates or such other date as may be specified by the Director at his sole and absolute discretion, and thereafter throughout the term hereby agreed to be granted at the Grantee’s own expense display and maintain in such scale, dimensions and design within the lot or any building or buildings or structure or structures erected or to be erected on the lot or any part thereof or outside the lot at such location or locations as may be required from time to time by and in all respects to the satisfaction of the Director of Civil Engineering and Development:
- (i) copy of the Approved Public Facility Layout Plan; and
 - (ii) notices or signage for the purposes of indicating the location or locations, routing, entrances and exits (as appropriate) and such other information of the Public Facility as may be required or specified by the Director of Civil Engineering and Development.
- (c) (i) The Grantee shall (in addition to the fulfilment of the requirement as stipulated in sub-clause (a)(i)(II) of this Special Condition) submit or cause to be submitted the Approved Public Facility Layout Plan to the Director of Civil Engineering and Development and the Director in such form and format and within such time limit or limits as may be required by them at their sole and absolute discretion.
- (ii) The Grantee hereby:
- (I) gives his consent to the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Approved Public Facility Layout Plan and to disclose and disseminate the Approved Public Facility Layout Plan by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any third party (whether individual, firm, corporate body, members of the public or other organization), whether in response to public or media enquiries or otherwise, or on the Director of Civil Engineering and Development’s, the Director’s or the Government’s own accord; and
 - (II) accepts and acknowledges that the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents and any other persons authorized by any of them shall have the sole and absolute discretion and right:
 - (A) to decide whether or not to view, use, copy, modify, disclose or disseminate the Approved Public Facility Layout Plan as provided under sub-clause (c)(ii)(I) of this Special Condition;
 - (B) to process or integrate the Approved Public Facility Layout Plan with information from other sources including those regarding adjacent or other sites or areas and with any other information; and

- (C) to view, use, copy, modify, disclose and disseminate the Approved Public Facility Layout Plan, whether after processing or integration or both (as the case may be) on any website (whether as part of a web map service or otherwise) or any other platforms or means as determined by the Director of Civil Engineering and Development or the Director in whatever format at their sole and absolute discretion for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by any government departments or third party.
- (iii) For the purpose of sub-clause (c)(ii) of this Special Condition, the Grantee shall procure or cause to be procured the consent of the intellectual property right owners of the Approved Public Facility Layout Plan to the viewing, use, copying, modifying, disclosure, processing, integrating and disseminating of the Approved Public Facility Layout Plan by the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents and any other persons authorized by any of them, and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facility Layout Plan by any government departments or third party.
- (iv) The Grantee hereby accepts and acknowledges that the consent given under sub-clauses (c)(ii)(I) and (c)(iii) of this Special Condition shall survive and continue to be binding upon the Grantee after the expiry or sooner determination of the term hereby agreed to be granted.
- (d) The Grantee shall at all reasonable times throughout the term hereby agreed to be granted permit the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to observe sub-clause (b) of this Special Condition by the Grantee.
- (e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee’s obligations under sub-clauses (a), (b), (c)(i) and (c)(iii) of this Special Condition; the exercise by the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (c) and (d) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facility Layout Plan by any government departments or third party as provided under sub-clause (c)(ii) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (f) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee’s obligations under sub-clauses (a), (b), (c)(i) and (c)(iii) of this Special Condition; the exercise by the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (c) and (d) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facility Layout Plan by any government department or third party as provided under sub-clause (c)(ii) of this Special Condition.”

Remark:

For full details, please refer to the Land Grant. A copy of the Land Grant is available for inspection by the general public free of charge at the sales office.

15 SUMMARY OF LAND GRANT

批地文件的摘要

1. 發展項目位於粉嶺上水市地段第282號(「該地段」)。

2. 該地段乃根據一份日期為2022年3月9日訂立並於土地註冊處註冊為新批地條件第22958號的私人協約方式批地協議及條件(「批地文件」)批授，批租年期由2022年3月9日起計50年。

3. 批地文件一般條款第4條規定：

「承批人須就任何違反此等條款或地政總署署長(下稱「署長」)認為(及其意見為最終並對承批人有約束力)任何因承批人使用該地段、或任何開發或重建該地段或其部分、或在該地段上進行的任何活動或在該地段上進行的任何其他工程(不論該等使用、開發或重建、活動或工程是否遵從或違反此等條款)而引致毗鄰或毗連土地或該地段損壞或土壤及地下水污染，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府作出彌償及使其持續獲得彌償。」

4. 批地文件一般條款第6條規定：

- 「(a) 承批人須於整個批租期內根據此等條款進行建築或重建(本詞指此一般條款第(b)分條所預期的重建工程)：
- (i) 依照任何經批准建築圖則並在沒有任何變更或修訂下保養所有建築物；
 - (ii) 保養所有已建或根據此等條款或任何其後的合約修訂而可能興建的建築物以保持其修繕妥當及良好狀態，並在批租期屆滿或提前終止時以此維修狀態交還該等建築物。
- (b) 倘若在批租期內任何時間拆卸當時在該地段或其任何部分的建築物，承批人必須以良好堅固而不少於舊有總樓面面積的同類型建築物或以類型及價值由署長批准的建築物替代。倘若在根據上述情況進行拆卸的情況下，承批人須於拆卸後的一個曆月內向署長申請於該地段進行建築工程以作重建之同意書，並在收到該同意書的三個曆月內展開重建的必要工程，並在署長指定的期限內完成以使署長滿意。」

5. 批地文件一般條款第8條規定：

「任何按此等條款而須要建造的私家街道、道路及巷道必須設置於署長滿意並由其決定位於批租範圍以內或外的位置。於上述的任何一種情況下，承批人須在署長要求時將其無代價交還予政府。若上述之街道、道路及巷道已交還予政府，政府將為其鋪設表面、建造路緣、排水渠(污水及雨水渠道)、渠道及街燈，有關費用由承批人負擔，而其後的保養將以公帑支付。若該等私家街道、道路及巷道保留於批租的範圍內，承批人須自費安排照明、鋪設表面、建造路緣、排水渠、渠道及保養，以使署長在各方面滿意，而署長亦可以公眾利益為由進行或達致進行街燈裝設及保養。承批人須承擔裝設街燈的資本開支，並准許工人及汽車自由進入及離開批租範圍，以便裝設及保養街燈。」

6. 批地文件特別條款第(1)條規定：

「承批人確認在本協議之日，該地段存在若干構築物。承批人承諾自費從該地段拆卸及移除該等構築物。政府毋須就任何因該等構築物的存在及構築物的拆卸及移除而對承批人造成或使承批人蒙受的任何損害、滋擾或干擾承擔任何責任或法律責任，且承批人須就該等構築物的存在及構築物其後的拆卸或移除直接或間接所引致或與之有關的一切責任、索償、損失、損害賠償、支出、費用、開支、要求、訴訟及法律程序(不論任何及如何引致)向政府作出彌償及使其持續獲得彌償。」

7. 批地文件特別條款第(4)條規定：

- 「(a) 承批人須：
- (i) 於2027年9月30日(或署長批准的其他延長期限)或之前，自費以署長批准的方式及物料及按署長批准的標準、高度、定綫及設計，並使署長在各方面滿意的方式進行以下工程：
 - (I) 鋪設及構建在此夾附的圖則內以綠色顯示的未來公共道路的部分(下稱「綠色範圍」)；及
 - (II) 提供及建造署長以其獨有酌情權要求的橋樑、隧道、高架道路、地下通道、暗渠、高架橋、天橋、行人路、道路或其他構築物(以下統稱「該等構築物」)；以致可在綠色範圍興建建築物及供車輛和行人交通於綠色範圍往來；
 - (ii) 於2027年9月30日或署長批准的其他延長期限或之前，自費在綠色範圍鋪設路面、建造路緣及渠道，以及按署長要求為綠色範圍提供溝渠、污水渠、排水渠、有水管連接至總水喉管的消防栓、街燈、交通標誌、街道設施及道路標記，以使署長滿意；及

- (iii) 自費保養綠色範圍及該等構築物及在該處建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及機器，以使署長滿意，直至綠色範圍的管有權按照特別條款第(5)條交回政府為止。

- (b) 如承批人未能在此特別條款第(a)分條中提述的期限內履行此特別條款第(a)分條之責任，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (c) 署長毋須就任何對承批人或任何其他人士所造成或使承批人或任何其他人士蒙受的損失、損害、滋擾或干擾承擔任何法律責任，不論該等損失、損害、滋擾或干擾是否因承批人履行此特別條款第(a)分條的責任或政府行使此特別條款第(b)分條的權利或其他原因而引起或附帶引起的，承批人亦不得就任何該等損失、損害、滋擾或干擾向政府或署長或其授權人員提出索償。」

8. 批地文件特別條款第(5)條規定：

「僅為了進行特別條款第(4)條指明的工程，承批人將於本協議日期獲授予綠色範圍之管有權。承批人須在署長要求時將綠色範圍交還予政府，及在任何情況下綠色範圍亦會被視作在署長發函指明承批人已履行此等條款並使署長滿意之日交還予政府。承批人在管有綠色範圍期間須允許所有政府及公眾汽車及行人交通於任何合理時間自由進出及通行綠色範圍，並確保不會因進行工程(不論是否特別條款第(4)條下的工程或其他工程)而干擾或阻礙該通行權。」

9. 批地文件特別條款第(6)條規定：

「承批人不得在未經署長事先書面同意下使用綠色範圍作儲存用途或搭建任何臨時構築物或作任何進行特別條款第(4)條指明工程以外的用途。」

10. 批地文件特別條款第(7)條規定：

- 「(a) 承批人須於其擁有綠色範圍的管有權期間的所有合理時間：
- (i) 允許署長、其人員、承辦商及任何其他獲署長授權的人士，有權通行、進出、往返及行經該地段及綠色範圍，以便視察、檢查及監督按照特別條款第(4)(a)條規定進行的任何工程，以及進行、視察、檢查及監督特別條款第(4)(b)條規定的工程，及任何其他署長認為於綠色範圍必要的工程；
 - (ii) 允許政府及獲政府授權的相關公用事業公司在其要求時，有權通行、進出、往返及行經該地段及綠色範圍，以便在及綠色範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或毗鄰土地或場所提供電話、電力、煤氣(如有)及其他服務所需的其他傳導媒介及附帶設備。承批人須就以上在綠色範圍內進行的任何所述工程的所有相關事宜與政府及獲政府授權的相關公用事業公司充分合作；及
 - (iii) 允許水務監督的人員和獲其授權的任何人士在其要求時，有權通行、進出、往返及行經該地段及綠色範圍，以便在綠色範圍內進行有關任何其他水務裝置的運作、保養、維修、更換及改動的任何工程。
- (b) 政府毋須就任何對承批人或任何其他人士所造成或使承批人或任何其他人士蒙受的損失、損害、滋擾或干擾承擔任何法律責任，不論該等損失、損害、滋擾或干擾是否由政府、其人員、代理人、承辦商及任何此特別條款第(a)分條下獲授權的任何其他人士或公用事業公司行使權利所引起或附帶引起的。」

11. 批地文件特別條款第(8)條規定：

「承批人須在該地段上興建一幢或多幢建築物以發展該地段，並須在各方面符合此等條款及現時及任何時候在香港生效並有關建築、衛生及規劃的一切條例、附例及規例。該等一幢或多幢建築物須於2027年9月30日或之前完成及可供佔用。」

12. 批地文件特別條款第(9)條規定：

- 「(a) 受限於此特別條款第(b)分條，該地段或其任何部分或任何在該地段上已建或擬建之一幢或多幢建築物不得用作非工業用途(倉庫、酒店及加油站除外)以外之任何其他用途。
- (b) 任何在該地段上已建或擬建之建築物或其任何部分除用作以下用途外不得用作任何用途：
- (i) 就最低的三層而言，用作非工業用途(倉庫、酒店及加油站除外)，惟為免生疑問，地下樓層(如有興建)，不論其大小或樓面面積，就此特別條款而言皆會被計算成一層，及任何地下樓層的用途須受此特別條款第(b)(iii)分條進一步限制；

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- (ii) 就其餘層數而言(倘若有多於三層地下樓層,最低的三層以上的任何地下樓層(如有興建)除外),用作私人住宅用途;及
- (iii) 就任何地下樓層而言(如有興建),不論是否屬於最低的三層或是最低的三層以上的地下樓層,用作非工業用途(私人住宅、倉庫、酒店及加油站除外)。
- (c) 任何專門用於容納根據特別條款第(41)及(42)條所分別提供的停車位及上落客貨停車位或特別條款第(44)條所指的公眾停車場或機房或以上全部的樓層均不應被當成此特別條款第(b)條所指的樓層。署長就某樓層的用途是否被當成此分條下容許的用途之決定為最終決定並對承批人有約束力。
- (d) 就此特別條款而言,署長就何謂一樓層之決定為最終決定並對承批人有約束力。」

13. 批地文件特別條款第(10)條規定:

「未得署長事先書面同意,概不可移除或干預任何現於該地段或毗鄰土地生長的樹木,而署長可於給予同意時施加其視為恰當的移植、補償園景工程或再植條件。」

14. 批地文件特別條款第(11)條規定:

「承批人須在該地段任何部分及平台(如有)未有建築之部分,自費進行園景美化工程及種植樹木及灌木,及此後須自費保養及使其維持在安全、潔淨、整齊、井然而健壯的狀態,以使署長滿意。」

15. 批地文件特別條款第(12)條規定:

「受限於此等條款,在開發或重建(該詞僅指一般條款第6條所預期的重建)該地段或其任何部分時:

- (a) 任何於該地段上已建或擬建之一幢或多幢建築物均須在各方面符合《建築物條例》、其任何附屬規例及任何修訂法例;
- (b) 不得在該地段或其任何部分或在任何此等條款指明而在該地段範圍外的地方興建任何未能在各方面完全符合《城市規劃條例》、其任何附屬規例及任何修訂法例之一幢或多幢建築物,亦不得以未能在各方面完全符合《城市規劃條例》、其任何附屬規例及任何修訂法例的方式開發或使用該地段或其任何部分或在任何此等條款指明而在該地段範圍外的地方;
- (c) 任何在該地段上已建或擬建之一幢或多幢建築物的整體總樓面面積須不少於20,085平方米及不多於33,475平方米,惟:
 - (i) 任何在該地段上已建或擬建並設計或擬作非工業用途(私人住宅、倉庫、酒店及加油站除外)之一幢或多幢建築物或其任何部分(特別條款第(14)(a)條所指的政府樓宇及特別條款第(44)條所指的公眾停車場除外)的整體總樓面面積須不多於3,043平方米;
 - (ii) 任何在該地段上已建或擬建並作私人住宅用途之一幢或多幢建築物或其任何部分的整體總樓面面積須不多於30,432平方米;
- (d) 在該地段上已建或擬建之住宅單位總數須不少於620個,及就此等條款而言,署長就何謂一個住宅單位之決定為最終決定並對承批人有約束力。」

16. 批地文件特別條款第(13)條規定:

「受限於此等條款,在開發或重建(該詞僅指一般條款第6條所預期的重建)該地段或其任何部分時:

- (a) (i) 除非屋宇署署長(下稱「屋宇署署長」)另作同意,承批人須自費提交一份或多份圖則予屋宇署署長,表明所有於該地段地面或以上樓層現已或將會興建或建造以提供該地段邊界後移區域的所有建築物、構築物、建築物或構築物承件及任何伸出物的配置和布局,以供其書面批核,該呈交文件須在各方面都遵從屋宇署署長的要求,並須包括後移區的地面鋪築及園景計劃書及由屋宇署署長全權酌情要求及指明的其他相關資料。上述經由屋宇署署長批准的呈交文件下稱「核准樓宇後移建議」。任何於該地段現已或將會興建的建築物、構築物、建築物或構築物承件及任何伸出物須在各方面遵從核准樓宇後移建議。就本分條而言,屋宇署署長就是否遵從核准樓宇後移建議之決定為最終決定並對承批人有約束力。
- (ii) 如非事前獲屋宇署署長書面批准,不得修改、更改、改動、修訂或替代核准樓宇後移建議,及如屋宇署署長作出批准,屋宇署署長將有全權酌情決定該批准的條件及條款。
- (b) (i) 除非屋宇署署長另作同意,承批人須自費提交一份或多份圖則予屋宇署署長,表明現已或將會興建於該地段上之所有建築物或建築物群的配置和布局,包括但不限於連續外牆闊度、該等建築物或建

築物群間的分隔距離和透風度,以供其書面批核,該呈交文件須在各方面遵從屋宇署署長就建築物分隔的要求以及須提供包括由屋宇署署長全權酌情要求及指明的其他相關資料。

- (ii) 根據上述第(b)(i)分條提交並由屋宇署署長批准的呈交文件下稱「核准建築物分隔建議」。任何現已或將會興建於該地段上的建築物或建築物群須在各方面遵從核准建築物分隔建議。就本分條而言,屋宇署署長就是否遵從核准建築物分隔建議之決定為最終決定並對承批人有約束力。
- (iii) 如非事前獲屋宇署署長書面批准,不得修改、更改、改動、修訂或替代核准建築物分隔建議,及如屋宇署署長作出批准,屋宇署署長將有全權酌情決定該批准的條件及條款。
- (c) (i) 承批人須自費向屋宇署署長提交圖則以供其書面批准,該圖則標明在該地段或其上已建或擬建的一幢或多幢建築物之上或內提供及維持綠化(包括但不限於提供於泥土生長的活植物)之部分(下稱「綠化範圍」)、綠化範圍之布局與大小及屋宇署署長所要求或行使其獨有酌情權訂明的其他資料(包括但不限於綠化範圍之建築工程的位置及詳情)(該建議書連同圖則下稱「綠化建議書」)。屋宇署署長就綠化建議書中何謂提供綠化及在該地段或建築物的哪些部分為綠化範圍的決定為最終決定並對承批人有約束力。上述獲屋宇署署長批准的建議書下稱「獲批准綠化建議書」;
- (ii) 承批人須自費根據獲批准綠化建議書實施及完成綠化範圍之建築工程,及此後保養綠化範圍,以使屋宇署署長在各方面滿意。未得屋宇署署長事先書面批准,不得修改、變更、改動、修訂或替代獲批准綠化建議書或標明綠化範圍之圖則;及
- (iii) 除非獲得屋宇署署長事先書面批准,獲批准綠化建議書所示之綠化範圍須被指定為並構成特別條款第(38)(a)(vi)條所指的公用地方之一部分,及不得用作根據獲批准綠化建議書所述之布局、大小、位置及詳情作綠化範圍以外之任何其他用途。」

17. 批地文件特別條款第(14)(a)及第(14)(b)條規定:

- 「(a) 承批人須以良好工藝的方式,並根據在此夾附的工程規格附表(下稱「工程規格附表」)及按特別條款第(15)(a)條批准的圖則,自費以署長批准的位置、方式及設計,及按署長批准的物料、標準及階段於該地段內興建、建造及提供以下樓宇,並使署長在各方面滿意:
 - (i) 一所根據《安老院條例》、其任何附屬規例及任何修訂法定義的安老院,其淨作業樓面面積不少於1,354平方米(下稱「安老院」);及
 - (ii) 特別條款第(41)(f)條所指的安老院停車位,安老院停車位須闊3.0米及長8.0米,並須有最少3.3米淨空高度。(此等樓宇必須在2027年9月30日或之前竣工並且適合佔用及運作,且此等樓宇(包括照明裝置、抽氣機、抽氣管道系統及路面或樓面(但不包括署長根據此等條款允許並非供該處獨家使用的電梯、自動扶梯、樓梯、機器、設備及其他設施)、牆、柱、樑、天花、天台樓板、行車路或樓板及任何其他結構件)連同任何署長以其絕對酌情權決定(署長的決定為最終決定並對承批人有約束力)專屬於該等樓宇的其他範圍、設施、服務設施及裝置,以下統稱「政府樓宇」)。
- (b) 政府特此保留按其絕對酌情權隨時改動或變更政府樓宇或其任何部分的用途之權利。」

18. 批地文件特別條款第(15)條規定:

- 「(a) (i) 承批人須向署長提交或達致提交政府樓宇之圖則以供署長書面批核。政府樓宇圖則須包括政府樓宇的水平、位置及設計的詳細資料,以及署長要求的其他詳細資料。
- (ii) 政府樓宇圖則獲批後,除非獲署長事前書面批准或如署長所要求,否則承批人不得改動、更改、變更、修改或取代政府樓宇圖則。
- (iii) 根據此第(a)分條獲批准的政府樓宇圖則將被視作已包括署長事後批准或要求的任何改動、更改、變更、修改或取代內容。
- (b) 在署長根據此特別條款第(a)分條批准政府樓宇圖則之前,在該地段內不得展開任何建築工程(土地勘測及地盤平整工程除外)。
- (c) 就此等條款而言,「建築工程」、「土地勘測」及「地盤平整工程」根據《建築物條例》、其任何附屬規例及任何修訂法定義。」

19. 批地文件特別條款第(18)條規定:

- 「(a) 除向政府支付其要求的任何其他款項外,及在不影響此等條款或其他原因賦予政府的權利下,倘若承批

人未能在特別條款第(14)(a)條所訂的日期或之前竣工及使政府樓宇適合佔用及運作，以使署長滿意，承批人須在政府要求時向其付款(特此同意該有關款項為算定損害賠償而非罰款)，收費率為每日港幣13,000.00元，由特別條款第(14)(a)條所訂的日期翌日開始直至並包括署長根據特別條款第(19)條發出的完工證明書所指明的日期每日計收，惟如承批人拖欠全數或部分該等算定損害賠償，則在不影響署長在此等條款所載的其他權利及補償權下，署長有權從特別條款第(21)(a)條規定應付予承批人的款項中扣除上述算定損害賠償。

- (b) 為免生疑問，現協議及聲明，政府接受任何此特別條款第(a)分條所指的算定損害賠償付款，並不會免除承批人仍須履行及遵守的任何責任。」

20. 批地文件特別條款第(23)條規定：

- 「(a) 在不影響特別條款第(24)條之規定下，承批人須自費並以使署長在各方面滿意的程度，在特別條款第(24)(a)(ii)條提述的維修責任期屆滿前的所有時間保養政府樓宇及該處的屋宇服務裝置，以保持其狀態良好。
- (b) 僅就此特別條款而言，「承批人」一詞不包括其受讓人。」

21. 批地文件特別條款第(24)條規定：

- 「(a) 承批人須就政府樓宇及該處的屋宇服務裝置的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程(不論是關於工藝、物料、設計或其他原因)，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府及財政司司長法團作出彌償及使其持續獲得彌償，其中包括：
 - (i) 在承批人交付政府樓宇管有權當日已存在者；及
 - (ii) 在承批人交付政府樓宇管有權當日後365日內(下稱「維修責任期」)出現或呈現者。
- (b) 如署長或財政司司長法團或兩者要求，承批人須自費於署長或財政司司長法團或兩者指定的時限內以其指定的標準及方式進行所有保養、維修、修改、重建及糾正工程及任何其他所需工程，以補救及糾正政府樓宇或其任何部分及該處的屋宇服務裝置於任何維修責任期內出現或呈現的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。除此之外，承批人須自費於署長或財政司司長法團或兩者指定的時限內以其指定的標準及方式修復及糾正政府樓宇或其任何部分及該處的屋宇服務裝置於承批人交付管有權當日已存在的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。
- (c) 維修責任期即將屆滿時，署長或財政司司長法團或兩者將安排進行檢驗政府樓宇及該處的屋宇服務裝置，以查找任何明顯的欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。署長及財政司司長法團各自保留權利於維修責任期屆滿後14日內向承批人發出一份或多份建築瑕疵細目表，列明政府樓宇及該處的屋宇服務裝置任何明顯的欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。承批人須自費安排進行所有所需工程，以在署長或財政司司長法團或兩者指定的時限內，以其指定的標準及方式補救及糾正此等缺失。
- (d) 如承批人未能進行任何此特別條款第(b)及(c)分條所指的工程，政府或財政司司長法團或兩者可進行任何該等工程，而承批人須按要求支付經署長核證(其決定為最終決定並對承批人有約束力)為政府或財政司司長法團或兩者因此招致的所有相關費用及支出，另加相等於該等費用及支出總額百分之二十的金額作行政費用。惟政府或財政司司長法團或兩者有權從此特別條款第(e)分條所指的保證金中扣除此第(d)分條下承批人到期應付政府或財政司司長法團或兩者的費用、支出及付費。倘若根據此特別條款第(e)分條所指的保證金不足以支付承批人到期應付政府或財政司司長法團或兩者的所有費用、支出及付費，承批人須按要求補付差額。
- (e) 承批人須在依照特別條款第(20)條轉讓政府樓宇的同時，向政府支付港幣5,930,000.00元的保證金(下稱「保證金」)。受限於此特別條款第(d)分條但書之規定，當政府樓宇的維修責任期屆滿而承批人已以使人滿意的方式進行署長或財政司司長法團或兩者要求的所有保養、維修、修改、重建及糾正工程及任何其他尚未完成工程之時，保證金將到期應付予承批人(現明確聲明及協議，保證金或其任何部分均不會計付任何利息)。
- (f) 僅就此特別條款而言，「承批人」一詞不包括其受讓人。」

22. 批地文件特別條款第(26)條規定：

- 「(a) 承批人須在此協定的整個批租年期內，自費(惟財政司司長法團可根據特別條款第(38)(a)(ii)(I)條的規定分擔款項)保養以下項目(下稱「該等項目」)，以令署長在各方面滿意：

- (i) 政府樓宇的外部飾面及政府樓宇的、裡面、四周、內、其上及其下所有牆、柱、樑、天花、天台樓板、行車路或樓板的結構及任何其他結構件；
 - (ii) 所有服務政府樓宇及該地段上發展項目的餘下部分使用的電梯、自動扶梯及樓梯；
 - (iii) 屬於政府樓宇及該地段上發展項目的餘下部分的服務系統一部分之所有屋宇服務裝置、機器及設備(包括但不限於可攜及不可攜的消防裝置設備)；
 - (iv) 政府樓宇之下所有結構樓板，連同該處內部及其下的排水系統；及
 - (v) 服務政府樓宇及該地段上發展項目的餘下部分的所有其他公共部分及設施。
- (b) 承批人須就其未能保養該等項目而直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府及財政司司長法團作出彌償及使其持續獲得彌償。
 - (c) 僅就此特別條款而言，「承批人」一詞不包括財政司司長法團。」

23. 批地文件特別條款第(28)(a)及第(28)(c)條規定：

- 「(a) 承批人可在該地段興建、建造及提供經署長書面批准的該等康樂設施及其附屬設施(以下統稱「該等設施」)。該等設施的類型、大小、設計、高度及布局亦必須獲得署長事先書面批准。承批人不得於該地段內興建、建造及提供游泳池。就此特別條款而言，署長就何謂游泳池之決定為最終決定並對承批人有約束力。
- (c) 倘若該等設施的任何部分可獲豁免而不計入此特別條款第(b)分條所訂的總樓面面積(下稱「豁免設施」)：
 - (i) 豁免設施須被指定為並構成特別條款第(38)(a)(vi)條所指的公用地方之一部分；及
 - (ii) 承批人須自費保養豁免設施以保持其修繕妥當及良好狀態，及運作豁免設施以使署長滿意；及
 - (iii) 豁免設施只可供該地段內已建或擬建的一座或多座住宅大廈住客及其真正訪客使用，其他人士不得使用。」

24. 批地文件特別條款第(29)(a)條規定：

- 「(a) 如該地段或其任何部分將被用作住宅用途，該地段內可提供給看守員或管理員或兩者的辦公設施，但受下列條件規限：
 - (i) 署長認為該等設施對於該地段上已建或擬建的住宅大廈的安全、保安及良好管理是必要的；
 - (ii) 該等設施不能用作除全職及有必要聘用於該地段的看守員或管理員或兩者的辦公設施以外的任何用途；及
 - (iii) 任何該等設施的位置必須先經署長的書面批准。」

25. 批地文件特別條款第(30)(a)條規定：

- 「(a) 如該地段或其任何部分將被用作住宅用途，該地段內可提供給看守員或管理員或兩者的宿舍，但受下列條件規限：
 - (i) 該等宿舍須設置在該地段上已建的其中一幢住宅單位大廈內或署長以書面批准的其他位置；及
 - (ii) 該等宿舍不能用作除該地段內全職及有必要聘請的看守員或管理員或兩者的住宿處所以外的任何用途。」

26. 批地文件特別條款第(31)(a)條規定：

- 「(a) 如該地段或其任何部分將被用作住宅用途，可在該地段內提供一個辦事處，供業主立案法團或業主委員會使用，惟：
 - (i) 該辦事處不能用作就該地段及於其上已建或擬建的一幢或多幢建築物所成立或擬成立的業主立案法團或業主委員會開會及行政工作之用途以外的任何用途；及
 - (ii) 任何該辦事處的位置必須先經署長的書面批准。」

27. 批地文件特別條款第(32)條規定：

- 「(a) 承批人須自費並以使署長在各方面滿意的程度，在署長批准的位置、方式、物料、標準、水平、定線及設計，鋪設、構建、提供、建造及鋪設路面分段的行人路或行人道(連同署長以其絕對酌情權可要求的樓梯、斜路、照明裝置、自動扶梯及傷殘人士電梯)，以達致此特別條款第(b)分條指明的目的。
- (b) 此特別條款第(a)分條所指的分段的行人路或行人道須採取最短路線，及須為有蓋及其建造和設計須：
- (i) 在署長所批准的建築物位置及水平連接在該地段上擬建之每個和所有建築物；及
- (ii) 連接在該地段上所有主要設施，包括在該地段上提供的商店、住宅大廈、休憩用地及社區設施。此第(b)(ii)分條所列之主要設施並非完全無遺漏及署長就何謂主要設施之決定為最終決定並對承批人有約束力。
- (c) 承批人須在此協定的整個批租年期內自費保養根據此特別條款要求提供的分段的行人路或行人道(連同該等樓梯、斜路、照明裝置、自動扶梯及傷殘人士電梯)，以保持其修繕妥當及狀況良好，以使署長滿意。
- (d) 承批人須自費並以使署長在各方面滿意的程度在該地段內提供一段或多段闊度為6米(或其他署長批准的闊度)的行人路，以連接特別條款第(33)(a)條所指的行人天橋接駁段(下稱「行人路」)。
- (e) 承批人須在特別條款第(33)(a)條所指的行人天橋接駁段建造完成後及此後在此協定的整個批租年期內，保持根據此特別條款第(d)分條要求提供的行人路每日24小時開放，供公眾免費及暢通無阻地使用。
- (f) 現明文協定、聲明及規定，就向承批人施加此特別條款第(e)分條所載的責任，承批人並無意而政府亦無同意撥供予公眾行人路之通過權。
- (g) 現明文協定及聲明，不會因承批人在此特別條款第(e)分條的責任而產生任何額外地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文或根據其他依據)的寬免或權利的期望，亦不會引起為或就上述寬免或權利的申索；為免生疑問，承批人明文放棄任何及所有就或為根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文所訂額外地積比率的寬免或權利的申索。
- (h) 署長可以其獨有酌情權決定行人路的全部範圍或其部分可不納入計算特別條款第(12)(c)條訂明的總樓面面積，署長就此的決定為最終決定並對承批人有約束力。」

28. 批地文件特別條款第(33)條規定：

- 「(a) 承批人須於2027年9月30日(或經署長批准的其他日期)或之前，自費並以使署長在各方面滿意的程度提供、建造並在其後保養、維護、管理及維修該地段內的結構支撐及在該地段上已建或擬建之一幢或多幢建築物週邊D點及D1點、P點及P1點及N點及N1點(在此夾附的圖則分別顯示及標示)或署長以書面批准的其他接駁點之間的接駁(該等結構支撐及接駁以下統稱為「行人天橋接駁段」)，以保持其修繕妥當及狀況良好並使署長滿意。行人天橋接駁段將用以接收未來行人天橋(「行人天橋」)，以便可以進行行人天橋的建造，並且可以通過行人天橋進出行人路。承批人須依照署長所要求或批准的高度、水平、闊度及位置、材料以及設計、規格、標準及水平建造行人天橋接駁段。
- (b) 政府及獲政府授予該等權利的人士在免除所有費用及支出的情況下，獲保留享有支撐及接駁行人天橋至行人天橋接駁段上之D點及D1點、N點及N1點及P點及P1點(在此夾附的圖則分別顯示及標示)或其他署長以書面批准的接駁點之間任何位置的權利。
- (c) 政府及獲政府授予該等權利的人士在免除所有費用及支出的情況下，獲保留一切通行、進出、往返及行經該地段或其任何部分的權利及佔用該地段或其任何部分的權利，以更新及拆卸行人天橋。
- (d) 如承批人未能在此特別條款第(a)或(g)分條中分別提述的訂明期限內履行此特別條款第(a)及(g)分條之責任，政府及其人員、代理人、特許持有人、其承辦商及工人或任何獲政府妥為授權之其他人士可提供、建造並在其後保養、維護、管理及維修行人天橋接駁段，以保持其修繕妥當及狀況良好，有關費用由承批人支付，承批人須在政府要求時支付政府一筆與有關費用相等之金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (e) 即使此特別條款第(a)、(d)及(g)分條另有規定，政府及其人員、代理人、特許持有人、其承辦商及工人或獲政府授權之其他人士，不論是否備有工具、設備、機械或汽車，有權在此協定的整個批租年期內的任何合理時間並在給予承批人事先通知後自由通行、進出、往返及行經該地段或其任何部分及在該地段上已建或擬建之一幢或多幢建築物或其任何部分，以提供、建造、接駁並在其後視察、管理、保養、維修及更新行人天橋接駁段及視察、檢查及監督此特別條款第(a)及(g)分條規定的工程。
- (f) 政府及被賦予此特別條款第(b)、(c)、(d)及(e)分條權利的人士毋須就任何對承批人所造成或使承批人蒙受的損失、損害、滋擾或干擾承擔任何法律責任，不論該等損失、損害、滋擾或干擾是否因其行使此特別條款第(b)、(c)、(d)及(e)分條賦予的權利而引起或附帶引起的，且承批人亦不得就任何該等損失、損

害、滋擾或干擾向政府或被賦予此特別條款第(b) (c) (d) 及(e)分條權利的人士提出索償或提出其他申索。

- (g) (i) 如該地段或其任何部分進行重建，以致需要拆卸行人天橋接駁段或其任何部分，承批人(如署長要求)須在署長指定的期限內自費並以使署長在各方面滿意的程度，按署長批准或要求的設計、規格、標準及水平、材料及闊度、高度及位置另行建造及完成新的結構支撐及接駁段作替代。
- (ii) 如有任何新結構支撐及接駁段根據此特別條款第(g)(i)分條被建造，此等條款所指的「行人天橋接駁段」將被視作提述該等新結構支撐及接駁段。
- (h) 為免生疑問，承批人特此確認及同意政府並無保證未來將建造行人天橋，且政府毋須就因沒有建造行人天橋或其任何部分而引致的(不論如何引致)或與之相關的或導致的任何申索、損失或損害向承批人承擔任何法律責任。
- (i) 除非獲署長事先批准，不得對行人天橋接駁段或其任何部分進行改動或加建。
- (j) 特別條款第(32)(a)條所指的分段的行人路或行人道、行人路及行人天橋接駁段須被指定為並構成特別條款第(38)(a)(vi)條所指的公用地方之一部分。」

29. 批地文件特別條款第(35)條規定：

- 「(a) 於此等條款獲遵從以使署長在各方面滿意之前，除非獲得署長事先書面同意並已符合其施加的任何條件(包括支付其要求的任何費用)，承批人不得轉讓(根據特別條款第(20)及(22)條分別所指的轉讓及交付政府樓宇的空置管有權除外)、按揭或抵押(以此特別條款第(d)分條所指的建築按揭的方式除外)、出租(根據此特別條款第(c)分條所規定的出租除外)、放棄管有或以其他方式處置該地段或其任何部分或其中任何權益或其上任何建築物或其部分(不論是直接或間接保留、授予任何優先拒絕要約權、認購權或授權書，或以任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議。
- (b) 即使此等條款已獲遵從及符合以使署長滿意，承批人不得轉讓、按揭或抵押(以此特別條款第(d)分條所指的建築按揭的方式除外)、出租、放棄管有或以其他方式處置於該地段上已建或擬建的任何建築物或其任何部分內之任何單位(該單位被設計、用作或擬用作私人住宅用途)(下稱「住宅單位」)或其任何部分或其任何權益或附於其上的任何該地段不分割份數(不論是直接或間接保留、授予任何優先拒絕要約權、認購權、授權書，或任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議，除非承批人轉讓或同意轉讓住宅單位連同附於其上之該地段不分割份數：
- (i) 予屬於運輸及房屋局局長批准的買家類別中之人士；及
- (ii) 由承批人建議並獲運輸及房屋局局長以其絕對酌情權批准之價格並根據特別條款第(36)條之條款及條件轉移或以其他方式處置。
- (c) 即使本協議的任何其他條款另有規定，承批人不得出租該地段的任何部分或該地段上已建或擬建的任何建築物的任何部分或就此等目的訂立任何協議，除非該租賃或租契符合以下之條款及條件：
- (i) 在建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出佔用許可證或臨時佔用許可證(該佔用許可證或臨時佔用許可證涵蓋了與該租賃或租契相關的建築物或其部分)之前，任何設立的租賃或租契均不得開始；
- (ii) 該租賃或租契或租賃協議或租契協議所容許的用途須符合此等條款；及
- (iii) 該租賃或租契或租賃協議或租契協議的條款及條件不得抵觸此等條款。
- (d) 承批人可在無此特別條款第(a)分條所指的署長的書面同意下(但須取得運輸及房屋局局長的書面同意)，僅以根據此等條款發展該地段為目的按揭或抵押該地段或其任何部分或其任何權益，並只能通過建築按揭模式進行，雙方同意就此目的而言建築按揭為：
- (i) 將該地段按揭或抵押予持牌銀行或《銀行業條例》第16條下所認可的註冊接受存款公司以擔保貸款或擬貸款予承批人的款項(及其利息)，以只用作根據此等條款發展該地段及支付有關該發展項目及按揭的法律及其他專業費用(惟該費用合計不得超過按揭的總額之5%)的用途，並不得作其他用途；
- (ii) 該等貸款(就已完成之工程而言)只能按認可人士(由承批人就該地段發展項目而按《建築物條例》、其任何附屬規例及任何修訂法例委任)不時證明承批人為發展該地段而已經招致的款項，放款予承批人；
- (iii) 如承批人根據此特別條款向署長申請事先書面同意以訂立處置該地段的任何份數或權益連同獨家使用與管有在該地段上已建或擬建的建築物的任何單位之權利的任何協議，承批人、承接按揭人及保證金保存人(按以下定義)須訂立載有署長可不時指定或要求的條款及要求之協議，包括但不限於以下各項：

- (A) 承批人或保證金保存人須將收到有關該地段的任何單位、份數或權益的買賣協議 (其條件已獲承按揭人批准) (下稱「買賣協議」) 的買價或其任何部分的一切款項存入由保證金保存人於承按揭人開立、保持及操作指定作為該地段發展項目的一個銀行賬戶 (下稱「保證金保存人賬戶」)；
- (B) 未經承按揭人事先書面批准及符合買賣協議的條件及署長同意的條件，不得發放保證金保存人賬戶的任何款項；及
- (C) 承按揭人不可撤銷地向承批人承諾，當完成買賣後，將無條件地從建築按揭的抵押品中解除已經全數支付買賣協議的總買價予保證金保存人賬戶的該地段的任何單位、份數或權益；
- (iv) 承按揭人有責任及不可撤銷地承諾，當完成買賣後，將無條件地從建築按揭的抵押品中解除已經全數支付買賣協議的總買價予保證金保存人賬戶的該地段的任何單位、份數或權益；及
- (v) 僅就此特別條款而言，「保證金保存人」指承批人當時委任作為買賣協議的買價的保證金保存人的任何律師行。
- (e) 僅就此特別條款而言，此特別條款第 (b)、(c) 及 (d) 分條中「承批人」一詞不包括其受讓人。」

30. 批地文件特別條款第 (36) 條規定：

「(a) 就此特別條款而言：

- (i) 「合資格買家」指獲得承批人根據運輸及房屋局局長不時發出之條件核證為符合資格購買住宅單位或其中任何權益的人士；
- (ii) 「首份轉讓契據」指承批人向該住宅單位的首位業主轉讓住宅單位的首份轉讓契據；
- (iii) 「承批人」一詞不包括其受讓人；
- (iv) 「最初市值」指在首份轉讓契據中指明的住宅單位的市值；
- (v) 「業主」指獲承批人轉讓或同意轉讓該地段的不分割份數連同在該地段上已建或擬建之一幢或多幢建築物內之住宅單位的獨家管有權的人士、其業權繼承人及任何承按揭人或承押記人 (不論是法定或衡平法的) 或該承按揭人或承押記人之受讓人；
- (vi) 「期間」指首份轉讓契據的日期後起計為期 15 年的期間；
- (vii) 「補價」指由承批人評估與運輸及房屋局局長批准的款額 (其批准為最終及對住宅單位的業主有約束力)，該款額須根據以下公式計算：

$$\text{補價} = \text{現行市值} \times \frac{(\text{最初市值} - \text{買入價})}{\text{最初市值}}$$

就計算補價而言，「現行市值」指在業主繳付補價時由承批人評估並獲運輸及房屋局局長批准的住宅單位的市值；及

- (viii) 「買入價」指於首份轉讓契據中指明之承批人向業主出售住宅單位的價錢。
- (b) 除此特別條款第 (c)、(d)、(e)、(f) 及 (g) 分條另有規定外，業主無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、出租、放棄管有或以其他方式處置其住宅單位或其任何部分，或其中的任何權益，或附於其上之該地段的任何不分割份數 (不論是直接或間接保留、授予任何優先拒絕要約權、認購權或授權書，或任何其他方法、安排或任何形式的文件) 或就此等目的訂立任何協議，或根據任何有關出售、轉讓或以其他方式處置或影響其住宅單位或其任何部分或其中任何權益的交易協議 (不論是現時的或未來的、有條件的或無條件的) 索取或接受 (不論直接地或間接地或是經由律師、代理人、承辦商或受託人或其他人士) 任何金錢或金錢等值或任何其他有值代價，或就上述交易訂立任何協議。
- (c) (i) (I) 受限於承批人事先書面批准並已符合承批人施加的任何條件包括但不限於此特別條款第 (c)(i)(II) 分條列出之條件，及符合運輸及房屋局局長不時發出之指引 (如適用)，業主可就轉讓予其之住宅單位訂立押記或按揭，或訂立第二押記或第二按揭，或訂立進一步的押記或按揭予銀行或其他財務機構 (僅就此第 (c)(i)(I) 分條而言，包括財政司司長法團 (根據及憑藉《財政司司長法團條例》、及其任何附屬規例及任何修訂法例成立的單一法團)) 或獲承批人批准的業主的僱主之組織或承批人，而毋須先繳付補價，其目的是：
 - (A) 以就購買該住宅單位提供資本或再融資或就任何仍然藉該住宅單位押記或按揭作為抵押的未償還借貸再融資；或

(B) 以就相關銀行、財務機構或組織提供的新貸款或額外貸款提供抵押

(就住宅單位之該等押記、按揭、第二押記、第二按揭或住宅單位之進一步押記或進一步按揭下稱「押記」)。

為免生疑問，承批人可以其獨有及絕對酌情權批准或拒絕此第 (c) 分條的申請，而毋須提供任何理由。

(II) 此特別條款第 (c)(i)(I) 分條所指的條件如下：

- (A) 押記須採用承批人批准的格式並須具有承批人要求的條文；
- (B) 業主須承擔訂立押記所引致或附帶引致的所有費用及支出，包括承批人審批押記的行政費用及支出，及承批人批核此特別條款第 (c)(i)(II)(A) 分條提及的格式所產生的法律費用；及
- (C) 業主須遵守及符合承批人施加的條件及條款。

(ii) (I) 受限於承批人事先書面批准並已符合運輸及房屋局局長不時發出之指引 (如適用)，業主可將轉讓予其的住宅單位押記或按揭予參與了由香港按揭證券有限公司或其任何子公司 (以下統稱「香港按揭證券有限公司集團」) 或運輸及房屋局局長不時批准的其他財務機構運行的安老按揭計劃 (下稱「安老按揭」) 的銀行或香港按揭管理有限公司集團或運輸及房屋局局長不時批准的其他財務機構，以取得有關的按揭貸款，而毋須先繳付補價。惟當此特別條款第 (c)(ii)(II) 分條的條件已符合時，承批人須被視為已給予批准。

(II) 此特別條款第 (c)(ii)(I) 分條所指的條件如下：

- (A) 安老按揭須採用承批人及香港按揭證券有限公司集團或運輸及房屋局局長就資助房屋出售計劃不時批准的其他財務機構不時批准的格式並須具有承批人及香港按揭證券有限公司集團或該等其他財務機構要求的條文；
- (B) 住宅單位須押記或按揭予參與了安老按揭計劃的銀行或香港按揭管理有限公司集團或運輸及房屋局局長不時批准的其他財務機構，並從該銀行或香港按揭管理有限公司集團或該等其他財務機構取得有關的貸款；
- (C) 業主須承擔一切創立安老按揭所引致或附帶引致的費用及支出；及
- (D) 業主須遵守及符合承批人不時發出的指引 (如適用) 及香港按揭證券有限公司集團或運輸及房屋局局長不時批准的其他財務機構就安老按揭計劃施加的條款及條件。

(d) 在業主向政府繳付補價 (由承批人代政府收取) 之前的任何時間，業主可就其住宅單位簽訂任何臨時買賣協議、正式買賣協議及轉讓契據，惟須受以下條件限制：

- (i) 以買家身份簽訂該臨時買賣協議的人士須為合資格買家；
- (ii) 以買家身份簽訂該正式買賣協議及轉讓契據的人士須為合資格買家，並獲承批人以其獨有及絕對酌情權提名購買該住宅單位；
- (iii) 按照此第 (d) 分條簽訂的臨時買賣協議、正式買賣協議及轉讓契據均須受限於並載有承批人以其獨有及絕對酌情權要求或授權的條款及條件 (包括繳付任何承批人決定的費用)，及須受限於此特別條款包含的條款及條件；及
- (iv) 須遵守及符合承批人以其獨有及絕對酌情權施加的所有要求、條款及條件 (包括繳付行政費用 (如被要求時))。

惟倘若業主於首份轉讓契據的日期起計五年期間屆滿前簽訂臨時買賣協議，則臨時買賣協議、正式買賣協議及轉讓契據中所訂立的售價不得多於買入價。

(e) 於期間屆滿後的任何時候，

- (i) 業主可出售、轉讓、讓與、轉易、按揭、押記、批租、出租、放棄管有或以其認為適合的其他方式處置其住宅單位，惟須向政府繳付補價 (由承批人代政府收取) 及向承批人繳付釐定補價的行政費 (如被要求時)；
- (ii) 業主 (如被承批人要求時) 須自費向承批人提交由承批人不時決定之估價師名單中選擇之估價師就其住宅單位的估價報告，惟該估價報告僅供承批人作參考且並不可以任何方式約束承批人釐定補價；
- (iii) 運輸及房屋局局長可以其獨有及絕對酌情權接受承批人所提交之釐定或自行決定補價，其對業主須繳付之補價的決定為最終決定並為最後定論；及

- (iv) 即使此特別條款第 (e)(i) 分條另有規定，在繳付補價前 (由承批人代政府收取) 業主可就其住宅單位簽訂正式買賣協議，惟前提是該協議的條件須規定於轉讓住宅單位前業主須繳付補價 (由承批人代政府收取)。
- (f) 受限於承批人事先書面批准並已遵照承批人施加的一切條款 (包括但不限於繳付行政費 (如被要求時)) 與運輸及房屋局局長不時發出的指引之情況下，業主可毋須事先繳付補價 (由承批人代政府收取)，將其住宅單位或其中的任何權益轉讓予由承批人以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的簽訂任何協議。
- (g) (i) 受限於承批人事先書面批准並已遵照承批人施加的一切條款 (包括但不限於此特別條款第 (g)(ii) 分條所指的條件) 與運輸及房屋局局長不時發出有關建議轉移或轉讓住宅單位的指引之情況下，業主可轉讓其住宅單位或其部分或其中的權益予其父母、配偶、前配偶、子女或兄弟姊妹 (但須就該關係提供令人信納的文件證據)，或若業主已逝世，則其遺囑執行人或遺產管理人可轉讓其住宅單位或其部分或其中的權益予已逝世之業主的遺產受益人 (但須就該受益人之權利提供令人信納的文件證據)，而毋須事先繳付補價 (由承批人代政府收取)，惟承批人可以其獨有及絕對酌情權及根據運輸及房屋局局長不時發出的指引決定是否批准或否決有關的申請而毋須提供任何理由。
- (ii) 此特別條款第 (g)(i) 分條所指的條件如下：
- (I) 轉讓予業主之父母、配偶、前配偶、子女或兄弟姊妹或該已逝世之業主的遺產受益人 (下稱「受讓人」) 的轉讓契據須採用承批人批准的格式並須載有承批人要求的條文；
- (II) 住宅單位或其任何部分，或其中的任何權益，或附於其上的該地段的不分割份數將被視作在住宅單位由承批人以首份轉讓契據轉讓予業主當日轉讓予受讓人，且此特別條款第 (b) 至 (g) 分條將適用於受讓人；及
- (III) 業主或其遺產及受讓人須承擔所有有關該轉讓的費用，包括承批人批核轉讓契據的行政費用及開支及承批人批核此特別條款第 (g)(ii)(I) 分條所述轉讓契據的格式所產生的法律費用。
- (h) 當業主繳付補價 (由承批人代政府收取) 時，此特別條款第 (b)、(c)、(d)、(e)、(f) 及 (g) 分條將作廢及無效並即告失效。
- (i) 即使此特別條款第 (d)、(f) 及 (g) 分條另有相反規定，承批人根據此特別條款給予或作出任何批准、核證或提名或行使任何酌情權，將受限於運輸及房屋局局長不時施加的條款及條件 (如有)。」

31. 批地文件特別條款第 (41) 條規定：

- 「(a) (i) 該地段內須提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例 (下稱「道路交通條例」) 獲發牌的汽車停泊之用，以使運輸署署長 (下稱「運輸署署長」) 滿意 (根據此第 (a)(i) 分條所提供之停車位 (可根據特別條款第 (43) 條變更) 下稱「住宅停車位」)，停車位的比率須根據下表所列該地段上已建或擬建的住宅單位的各別面積計算：

每個住宅單位的面積	須提供住宅停車位的數目
少於 40 平方米	每 22 個住宅單位或其部分設置一個停車位
不少於 40 平方米	每 12 個住宅單位或其部分設置一個停車位

就此等條款而言，「汽車」根據道路交通條例定義。

- (ii) 就此特別條款第 (a)(i) 分條而言，擬提供的住宅停車位總數為根據此特別條款第 (a)(i) 分條列表中就總樓面面積而言每個住宅單位的面積所計算出來的各住宅停車位數目的總數。就此等條款而言，「就總樓面面積而言每個住宅單位的面積」一詞為以下 (I) 及 (II) 項之和：
- (I) 每個由其住戶專用及專享的住宅單位之總樓面面積，即由該單位的圍牆或矮牆外部開始量度，除非圍牆乃分隔兩個相連單位，則由圍牆中央點開始量度，並會涵蓋該單位的內部間隔及支柱，為免生疑問，不包括並未計入特別條款第 (12)(c) 條所指定總樓面面積的該單位內部的所有樓面面積；及
- (II) 每個住宅單位按比例計算的住宅公用地方 (釋義以下文所訂為準) 總樓面面積，即計算各住宅單位圍牆外供已建或擬建於該地段發展項目住宅部分住戶公用與共享的住宅公用地方整體總樓面面積，但為免生疑問，不包括並未計入特別條款第 (12)(c) 條所指定總樓面面積的所有樓面面積 (此等住宅公用地方下稱「住宅公用地方」)，按照以下程式分攤予每個住宅單位：

- | | | | |
|--|-------------------|---|---|
| | 住宅公用地方整體
總樓面面積 | x | $\frac{\text{根據此特別條款第 (a)(ii)(I) 分條計算的每個住宅單位總樓面面積}}{\text{根據此特別條款第 (a)(ii)(I) 分條計算的所有住宅單位整體總樓面面積}}$ |
|--|-------------------|---|---|
- (iii) 除根據此特別條款第 (a)(i) 分條所提供的停車位外，該地段內每幢已建或擬建的住宅單位大廈須根據以下比率提供額外停車位 (惟須於該地段內提供最少一個額外停車位)，供根據道路交通條例獲發牌的汽車停泊之用 (根據此第 (a)(iii) 分條所提供之停車位 (可根據特別條款第 (43) 條變更) 下稱「訪客停車位」)，以使運輸署署長滿意：
- (I) 如該地段已建或擬建的任何住宅單位大廈提供超過 75 個住宅單位，則須於每幢該等住宅單位大廈提供 5 個該等停車位 (或以其他署長批准的比率提供該等停車位)。
- (II) 如該地段已建或擬建的任何住宅單位大廈提供不多過 75 個住宅單位，則須於每幢該等住宅單位大廈以署長批准的該比率提供該等停車位。
- (iv) 住宅停車位及訪客停車位除用作此特別條款第 (a)(i) 及 (a)(iii) 分條所分別規定的用途，不得用作任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (b) (i) 該地段內須按以下比率提供停車位，供根據道路交通條例獲發牌的汽車停泊之用，以使運輸署署長滿意：
- (I) 於已建或擬建在該地段內作辦公室用途的一幢或多幢建築物的總樓面面積的首 15,000 平方米中，每 150 平方米或其部分提供一個停車位，及在用作該用途的其餘總樓面面積的每 200 平方米或其部分提供一個停車位 (根據此第 (b)(i)(I) 分條所提供之停車位 (可根據特別條款第 (43) 條變更) 下稱「辦公室停車位」)；及
- (II) 已建或擬建在該地段內作非工業用途 (私人住宅、倉庫、辦公室、酒店及安老院除外) 的一幢或多幢建築物的總樓面面積的每 200 平方米或其部分提供一個停車位 (根據此第 (b)(i)(II) 分條所提供之停車位 (可根據特別條款第 (43) 條變更) 下稱「非工業停車位」)；
- (ii) 就計算根據此特別條款第 (b)(i)(I) 及 (b)(i)(II) 分條所提供的辦公室停車位及非工業停車位的數目而言，任何擬用作停車、上落客貨、政府樓宇或特別條款第 (44)(a) 條所指的公眾停車場的樓面面積均不被計算在內。
- (iii) 辦公室停車位及非工業停車位不得用作供根據道路交通條例獲發牌的汽車停泊用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (c) (i) 在住宅停車位、訪客停車位、辦公室停車位及非工業停車位之中，承批人須依照建築事務監督的要求或批准保留及指定以下停車位數目，供傷殘人士停泊汽車之用 (下稱「傷殘人士停車位」)：
- (I) 在住宅停車位及訪客停車位之中，承批人須保留及指定建築事務監督要求或批准保留的該數目的停車位作為傷殘人士停車位，惟須在訪客停車位之中須保留及指定最少一個傷殘人士停車位及承批人不得保留或指定所有訪客停車位作傷殘人士停車位。
- (II) 在辦公室停車位之中，承批人須保留及指定建築事務監督要求或批准的該數目的停車位作為傷殘人士停車位，惟須保留及指定最少一個傷殘人士停車位。
- (III) 在非工業停車位之中，承批人須保留及指定建築事務監督要求或批准的該數目的停車位作為傷殘人士停車位，惟須保留及指定最少一個傷殘人士停車位。
- 就此等條款而言，「傷殘人士」根據道路交通條例定義。
- (ii) 傷殘人士停車位不得用作供傷殘人士停泊根據道路交通條例獲發牌的汽車以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (d) (i) 該地段內須按以下比率提供停車位，供根據道路交通條例獲發牌的電單車停泊之用，以使運輸署署長滿意：
- (I) 任何該地段已建或擬建的住宅單位大廈中每 100 個住宅單位或其部分提供一個停車位 (根據此第 (d)(i)(I) 分條所提供之停車位 (可根據特別條款第 (43) 條變更) 下稱「住宅電單車停車位」)；
- (II) 除根據此特別條款第 (b)(i)(I) 分條所提供的停車位外，此特別條款第 (b)(i)(I) 分條所要求提供的辦公室停車位總數的 5% (根據此第 (d)(i)(II) 分條所提供之停車位 (可根據特別條款第 (43) 條變更) 下稱「辦公室電單車停車位」)；

(III) 除根據此特別條款第(b)(i)(II)分條所提供的停車位外，此特別條款第(b)(i)(II)分條所要求提供的非工業停車位總數的10%(惟須提供最少六個該等停車位)(根據此第(d)(i)(III)分條所提供之停車位(可根據特別條款第(43)條變更)下稱「非工業電單車停車位」)；

惟倘若須提供的住宅電單車停車位、辦公室電單車停車位或非工業電單車停車位的數目為小數，則向上捨入為最接近的整數。就此等條款而言，「電單車」根據道路交通條例定義。

- (ii) 住宅電單車停車位、辦公室電單車停車位及非工業電單車停車位不得用作供根據道路交通條例獲發牌的電單車停泊以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。
- (e) 該地段內須提供停車位，供單車停泊之用，以使運輸署署長滿意，停車位數目須按照該地段已建或擬建的一幢或多幢建築物中就總樓面面積而言住宅單位面積少於70平方米的每15個住宅單位或其部分提供一個停車位的比率計算。就此等條款而言，「單車」根據道路交通條例定義。根據此第(e)分條提供之停車位不得用作停泊單車以外的任何其他用途。
- (f) 該地段內須提供一個停車位作停泊根據道路交通條例獲發牌及附有車尾升降台的小型巴士之用並供安老院的營運者及其真正來賓、訪客或獲邀人士獨家使用(下稱「安老院停車位」)，以使運輸署署長滿意，該停車位須毗鄰於安老院及特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。就此等條款而言，「小型巴士」根據道路交通條例定義。
- (g) (i) 除傷殘人士停車位外，每個住宅停車位、訪客停車位、辦公室停車位及非工業停車位須闊2.5米及長5.0米，並有最少2.4米淨空高度。
- (ii) 每個傷殘人士停車位的尺寸須如建築事務監督要求或批准。
- (iii) 每個住宅電單車停車位、辦公室電單車停車位及非工業電單車停車位須闊1.0米及長2.4米，並有最少2.4米淨空高度。
- (iv) 此特別條款第(e)分條所提供的每個停車位的尺寸須如運輸署署長書面批准。
- (v) 此特別條款第(f)分條所提供的停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度。
- (h) 除出租予任何該地段上已建或擬建的一幢或多幢建築物內的住宅單位的住戶外，承批人不得出租任何住宅停車位及住宅電單車停車位，惟在建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出佔用許可證或臨時佔用許可證(該佔用許可證或臨時佔用許可證涵蓋了與該租賃或租契相關的建築物或其部分)之前，該租賃或租契均不得開始。」

32. 批地文件特別條款第(42)條規定：

- 「(a) 該地段內須按以下比率提供停車位，供根據道路交通條例獲發牌的貨車作上落客貨用途，以使運輸署署長滿意：
 - (i) 在該地段上已建或擬建的一幢或多幢建築物之每800個住宅單位或其部分提供一個停車位，惟該地段每幢已建或擬建住宅單位大廈須提供最少一個停車位，而該停車位須毗鄰或位於每幢住宅單位大廈之內；
 - (ii) (I) 在該地段上已建或擬建作非工業用途(私人住宅、辦公室、倉庫、酒店及安老院除外)之一幢或多幢建築物或其任何部分之總樓面面積每800平方米或其部分提供一個停車位；
 - (II) 在此特別條款第(a)(ii)(I)分條所提供的停車位之中，65%須闊3.5米及長7.0米，並有最少3.6米淨空高度(惟倘若停車位的數目為小數，則向上捨入為最接近的整數)，其餘的停車位須闊3.5米及長11.0米，並有最少4.7米淨空高度；
 - (III) 在此特別條款第(a)(ii)(I)或(a)(ii)(IV)分條所提供的停車位之中，須在社會福利署署長所要求或批准的位置提供一個闊3.5米及長11.0米，並有最少4.7米淨空高度的停車位，以與安老院的佔用人及其真正來賓、訪客或獲邀人士共同使用；及
 - (IV) 在該地段上已建或擬建作辦公室用途之一幢或多幢建築物或其任何部分之總樓面面積每2,000平方米或其部分提供一個停車位。
- 就此等條款而言，「貨車」根據道路交通條例定義。
- (b) 該地段內須提供停車位，作為路旁停車處以供汽車(包括的士)接載及放下乘客，使運輸署署長滿意，而提供停車位之比率為在該地段上已建或擬建作辦公室用途的一幢或多幢建築物或其任何部分之總樓面面積每20,000平方米或其部分提供一個停車位。就此等條款而言，「的士」根據道路交通條例定義。

- (c) 每個根據此特別條款第(a)(i)及(a)(ii)(IV)分條提供的停車位須闊3.5米及長11.0米，並有最少4.7米淨空高度。
- (d) 根據此特別條款第(a)分條所提供的停車位不得用作與在該分條所指的一幢或多幢建築物或其任何部分有關的貨車作上落客貨用途以外的任何其他用途。
- (e) 就計算根據此特別條款第(a)分條所提供的停車位的數目而言，任何擬用作停車、上落客貨或特別條款第(44)(a)條所指的公眾停車場的樓面面積均不被計算在內。」

33. 批地文件特別條款第(43)條規定：

- 「(a) 即使特別條款第(41)條第(a)、(b)、(d)及(e)分條另有規定，承批人可增加上述分條分別要求提供的停車位數目，幅度不多於5%，惟如此增加的停車位總數不得多於50個。
- (b) 即使特別條款第(41)條第(a)、(b)、(d)、(e)及(g)分條、特別條款第(42)條第(a)(i)分條及此特別條款第(a)分條另有規定，承批人可增加或減少按上述分條分別要求提供的停車位之數目及尺寸至運輸署署長書面批准之其他數目及尺寸，而該等增加或減少亦須經署長事先書面批准。給予同意時，署長可以其獨有及絕對酌情權加入其認為合適的條款及條件，包括承批人須繳付由署長所釐定的補地價及行政費用。」

34. 批地文件特別條款第(44)條規定：

- 「(a) 除根據及按照特別條款第(41)及(42)條要求提供的停泊及上落客貨停車位之外，承批人須於2027年9月30日(或其他經署長批准的日期)或之前，自費並按照此等條款及此特別條款第(b)分條所指及所批准的公眾停車場布局圖於該地段內興建、建造、提供及保養一個公眾停車場(下稱「公眾停車場」)，以使署長在各方面滿意。承批人須於公眾停車場內提供：
 - (i) 130個停車位以供停泊根據道路交通條例獲發牌的汽車，而每個該等停車位須闊2.5米及長5.0米，並有最少2.4米淨空高度，惟在根據此特別條款第(a)(i)分條所提供的停車位之中，承批人須依照建築事務監督的要求或批准保留及指定該數目的停車位，以供傷殘人士停泊根據道路交通條例獲發牌的汽車，惟須於根據此特別條款第(a)(i)分條所提供的停車位之中保留及指定最少兩個停車位，及每個該等停車位的尺寸須依照建築事務監督的要求或批准而定。
 - (ii) 5個停車位以供停泊根據道路交通條例獲發牌的輕型貨車，而每個該等停車位須闊3.5米及長7.0米，並有最少3.6米淨空高度。就此等條款而言，「輕型貨車」根據道路交通條例定義。
- (b) 承批人須於本協議之日起計的24個曆月內或其他經署長批准延後的期限內，向署長提交或達致提交公眾停車場布局圖以供其書面批准，公眾停車場布局圖需標明停車位、迴旋處、樓層或水平的天花高度、出入途徑、流通區及任何其他署長可能要求的範圍及空間的布局(下稱「公眾停車場布局圖」)。公眾停車場的停車位、迴旋處、樓層或水平的天花高度、出入途徑、流通區及任何其他署長可能要求的範圍及空間須根據此特別條款第(b)分條署長所批准的公眾停車場布局圖提供及分布，以使署長在各方面滿意。承批人須根據此特別條款第(b)分條署長所批准的公眾停車場布局圖保養公眾停車場的停車位、迴旋處、樓層或水平的天花高度、出入途徑、流通區及任何其他範圍及空間，及不得在未經署長書面批准前改動經批准的公眾停車場布局圖。
- (c) 除署長事先書面批准的該等車輛通道，公眾停車場的樓層或水平不得用作或可通往任何車輛通道。
- (d) 公眾停車場內每一個及所有已提供之停車位須直接面向車道或足夠之流通區，以使任何汽車均能自或向車道或流通區駛進或駛離每一個停車位而不受阻礙。
- (e) 公眾停車場之出入管制站、吊閘、收費亭及進出安排之位置須經署長事先書面批准。
- (f) 公眾停車場布局之設計須令此特別條款第(a)分條所指的汽車進入公眾停車場時無需於該地段外排隊或等候。
- (g) 公眾停車場內提供的所有停車位須以時租、日租或月租的形式於所有時候供所有公眾人士停泊汽車，惟若停泊汽車連續超過一個曆月則須經運輸署署長事先書面批准。承批人須於所有時候允許所有公眾人士自由進出、往返及行經該地段的該等部分或任何在該地段上已建或擬建之一幢或多幢建築物以進出公眾停車場或其任何部分。
- (h) 就計算此特別條款第(12)(c)條所規定的整體總樓面面積而言，公眾停車場之總樓面面積及任何其他署長以其獨有酌情權認為適當的範圍或空間均不被計算在內。就此等條款而言，公眾停車場之整體總樓面面積須由署長決定，其決定為最終決定並對承批人有約束力。
- (i) 公眾停車場內所提供的停車位不得用作此特別條款第(a)(i)及(a)(ii)分條所規定的用途以外的任何其他用途，其中特別禁止在公眾停車場或其任何部分存放、陳列或展示汽車作銷售或作其他目的或提供汽車清

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批地文件的摘要

潔及汽車美容服務。

- (j) 現明文協定、聲明及規定，就向承批人施加此特別條款第(g)分條所載的責任，承批人並無意而政府亦無同意撥供予公眾停車場或該地段的任何部分之通過權。
- (k) 現明文協定、聲明及訂明，不會因承批人在此特別條款第(g)分條的責任而引起任何額外上蓋面積或地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文)的寬免或權利的期望，亦不會引起為或就上述寬免或權利的申索；為免生疑問，承批人明文免除任何及所有就或為根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文所訂額外上蓋面積或地積比率的寬免或權利的申索。
- (l) 承批人須就任何承批人、其僱員、代理人、工人或承辦商履行此特別條款的責任時所作或遺漏的行為而引起或附帶引起的直接或間接所引致或與之有關的一切責任、索償、損失、損害賠償、支出、費用、開支、要求、訴訟及法律程序(不論任何及如何引致)，向政府作出彌償及使其持續獲得彌償。
- (m) 在此協定的整個批租年期內，不論在已符合此等條款以使署長在各方面滿意之前或之後，承批人不得將公眾停車場或其任何部分或其中任何權益轉讓、按揭、抵押、分租、放棄管有或以其他方式處置(不論是直接或間接保留、授予任何優先拒絕要約權、認購權或授權書，或任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議，惟承批人可按照此特別條款第(g)及(i)分條之規定分租公眾停車場內的停車位，惟在建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出佔用許可證或臨時佔用許可證(該佔用許可證或臨時佔用許可證涵蓋了與該租賃或租契相關的建築物或其部分)之前，該分租不得開始。
- (n) 承批人(僅就此特別條款而言不包括其受讓人)須在所有時間自費在此協定的整個批租年期內維護、保養、維修、運作、經營及管理公眾停車場及所有其構成或與其有關的部分，及在各方面遵守香港現行或於任何時間生效的一切條例、附例及規例，以使運輸署署長滿意。」

35. 批地文件特別條款第(46)條規定：

- 「(a) 在此協定的整個批租年期內，不論在此等條款已獲遵從並使署長在各方面滿意之前或之後，住宅停車位及住宅電單車停車位不得轉讓，除非：
 - (i) 連同賦予就該地段上已建或擬建之一幢或多幢建築物之一個或多個住宅單位的獨家使用及管有權的不分割份數一併轉讓；或
 - (ii) 轉讓予一名已擁有賦予就該地段上已建或擬建之一幢或多幢建築物之一個或多個住宅單位的獨家使用及管有權的不分割份數的人士。惟在任何情況下，不得轉讓總數多過三個住宅停車位及住宅電單車停車位予該地段上已建或擬建之一幢或多幢建築物之任何一個住宅單位的業主。
- (b) 此特別條款第(a)分條不適用於傷殘人士停車位。」

36. 批地文件特別條款第(47)條規定：

「即使特別條款第(46)條另有規定，訪客停車位、傷殘人士停車位及根據特別條款第(41)(e)及(42)條於該地段內提供的停車位須被指定為並構成公用地方的一部分。」

37. 批地文件特別條款第(48)條規定：

- 「(a) 承批人須在此協定的整個批租年期內所有時間准許運輸署署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士，不論是否備有工具、設備、機器、機械或汽車，有權免費、自由及不受限制通行、進出、往返及行經該地段或其任何部分及任何在該地段上已建或擬建之任何建築物以視察、檢查或確保承批人未有違反或未有不能符合特別條款第(41)、(42)、(43)及(44)條。
- (b) 政府毋須就因運輸署署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士行使此特別條款第(a)分條賦予的權利，而不論直接或間接所引起、與之有關或附帶引起而對承批人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。
- (c) 承批人須就運輸署署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士行使此特別條款第(a)分條賦予的任何權利，不論直接或間接引起、與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府作出彌償及使其持續獲得彌償。」

38. 批地文件特別條款第(49)條規定：

- 「(a) 承批人須自費將經運輸署署長批准並顯示根據特別條款第(41)及(42)條(可分別根據特別條款第(43)條變更)及第(44)條在該地段內提供的所有停車位、上落客貨停車位、接載及落客位及路旁停車處之布局的一幅或多幅圖則(加入署長根據特別條款第(44)(b)條所批准的公眾停車場布局圖的內容)或由認可人士(按《建築物條例》、其任何附屬規例及任何修訂法例定義)核證的該一幅或多幅該等圖則複本(以下統稱「停車場布局圖」)送交予署長存放並向運輸署署長提交。未得運輸署署長事先書面批准，不得修改、變更、改動、修訂或替代停車場布局圖。
- (b) 於停車場布局圖內顯示的停車位、上落客貨停車位及路旁停車處不得用作於特別條款第(41)、(42)及(44)條分別列明的用途以外的任何其他用途。受限於特別條款第(44)(n)條，承批人須根據停車場布局圖保養於停車場布局圖上顯示的所有停車位、上落客貨停車位、路旁停車處及其他範圍，包括但不限於升降機、樓梯平台及機動及流通區。
- (c) 除了停車場布局圖顯示的停車位外，該地段或其上之任何建築物或構築物之任何部分不得用作於特別條款第(41)、(42)及(44)條分別列明供汽車停泊、上落客貨及接載及放下乘客的用途。
- (d) 任何影響該地段或其任何部分或任何在其上已建或擬建的建築物或其部分的交易均不得在根據此特別條款第(a)分條送交存放及提交停車場布局圖之前進行(根據特別條款第(20)及(22)條分別所指的轉讓及交付政府樓宇的空置管有權、特別條款第(35)(c)條之租賃或租契或租賃協議或租契協議及根據特別條款第(35)(d)條之建築按揭或其他署長批准的交易除外)。
- (e) 承批人現：
 - (i) 同意運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士以其獨有及絕對酌情權查閱、使用、複印及修訂停車場布局圖，及同意運輸署署長或署長以其獨有及絕對酌情權認為恰當之任何途徑及任何方式(包括但不限於電子途徑或經電子平台)披露及傳布停車場布局圖予任何政府部門或第三方(不論個人、商號、法人團體、公眾人士或其他組織)作搜索、查閱、複印、列印、傳布、利用、分析、研究停車場布局圖或將停車場布局圖作其他用途，不論用以回覆公眾或傳媒查詢或其他查詢，或運輸署署長、署長或政府之主動查詢；及
 - (ii) 接受及確認運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士擁有獨有及絕對酌情及權利決定是否行使此特別條款。第(e)(i)分條所賦予之權利查閱、使用、複印、修訂、披露或傳布停車場布局圖。
- (f) 就此特別條款第(e)分條而言，承批人須促致或達至促致停車場布局圖的知識產權擁有人同意運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士查閱、使用、複印、修訂、披露及傳布停車場布局圖，及同意任何政府部門或第三方搜索、查閱、複印、列印、傳布、利用、分析、研究停車場布局圖或將停車場布局圖作其他用途。
- (g) 承批人現接受及確認根據此特別條款第(e)及(f)分條給予的同意將在此協定的整個批租年期屆滿或提前終止後繼續有效並對承批人有約束力。
- (h) 對於履行或未能履行承批人在此特別條款第(a)、(b)、(c)、(d)及(f)分條之任何責任；對於停車場布局圖內的任何遺漏或錯誤；對於運輸署署長、署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士在行使此特別條款第(e)分條所賦予的酌情權與權利；或對於任何政府部門或第三方根據此特別條款第(e)(i)分條就停車場布局圖進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府毋須就因此而不論直接或間接所引起、與之有關或附帶引起而對承批人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或侵擾(不論任何或如何引致)承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。
- (i) 對於履行或未能履行承批人在此特別條款第(a)、(b)、(c)、(d)及(f)分條之任何責任；對於停車場布局圖內的任何遺漏或錯誤，承批人須就因此而不論直接或間接所引起、與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府作出彌償及使其持續獲得彌償。」

39. 批地文件特別條款第(51)條規定：

- 「(a) 如該地段或任何政府土地內現時或以往曾經進行過任何削土、移土或土地後移工程、或堆積或堆填或任何類型的斜坡處理工程(不論是否獲署長事先書面同意)，而該等工程是為了或關乎該地段或其任何部分的構建、平整或發展的目的或承批人按此等條款而須要完成的工程的目的或其他任何的目的，承批人須自費進行及建造該等斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或在當時或此後任何時間需要的其他工程，以保護及支撐該地段內的土地及任何毗鄰或毗連的政府土地或已批租土地，同時避免

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及防止其後發生滑土、山泥傾瀉或地陷。承批人應時刻在此協定的整個批租年內自費保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程，以保持其修繕妥當及良好狀態，以使署長滿意。

(b) 此特別條款第(a)分條概不妨礙政府在此等條款下的權利，尤其是特別條款第(50)條。

(c) 若承批人進行的任何構建、平整、發展或其他工程或其他因素造成或引致不論在該地段內的任何土地或任何毗鄰或毗連政府或已批租土地在任何時間發生任何滑土、山泥傾瀉或地陷，承批人須自費將其還原及修復以使署長滿意，並須就因此等滑土、山泥傾瀉或地陷，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其持續獲得彌償。

(d) 除此等條款內訂明有關違反此等條款而賦予的任何其他權利或補償外，署長有權以書面通知要求承批人進行、建造及保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程或要求將發生滑土、山泥傾瀉或地陷之處還原及修復。且如承批人忽略或未能於指明時間內履行該通知內的要求以使署長滿意，署長可立即執行及進行任何所需的工程，而承批人須在收到通知後按要求向政府償還相關費用，以及任何行政及專業費用及支出。」

40. 批地文件特別條款第(52)條規定：

「未經署長事先書面批准，不得在該地段內使用碎石機。」

41. 批地文件特別條款第(53)條規定：

「如該地段或其任何部分在開發或重建時已安裝預應力地錨，承批人須在該預應力地錨的整個使用周期自費對其進行定期保養及定期監察，以使署長滿意。承批人須應署長不時以其絕對酌情權提出的要求，向署長提供所有監察工程的報告及資料。如承批人忽略或未能執行指定的監察工程，署長可立即執行及進行該監察工程，而承批人須按要求向政府償還有關費用。」

42. 批地文件特別條款第(54)條規定：

「(a) 若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、泥頭碎礫、建築廢物或建造物料（下稱「廢物」）堆積、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘、海床、污水渠、雨水渠或明渠或其他政府產業（下稱「政府產業」），承批人須自費將廢物從政府產業移除，並修復任何對政府產業造成的損害。承批人須就任何因該等堆積、沖下或傾倒而導致私人產業受損害或滋擾，所不論直接或間接引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其持續獲得彌償。

(b) 即使此特別條款第(a)分條另有規定，署長可（但沒有責任）在承批人要求時將廢物從政府產業移除，並修復任何對政府產業造成的損害，而承批人須按要求向政府支付有關費用。」

43. 批地文件特別條款第(55)條規定：

「承批人須在所有時間採取或達致採取一切恰當及足夠的謹慎、技巧及預防措施，尤其是在進行建造、保養、更新或修理工程（下稱「建造及保養工程」）期間，以免損害、侵擾或阻礙該地段或其任何部分或綠色範圍或該地段或其任何部分及綠色範圍之上、上面、之下或毗鄰的任何政府或其他現有排水渠、雨水管道、沙井、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（以下統稱「服務設施」）。任何建造於鄰近或毗連在該地段內或毗連該地段的任何污水渠、雨水渠或明渠或海堤及海堤地基的地基須符合署長的要求。承批人須在進行任何建造及保養工程前按需要進行或達致進行妥善勘測及查詢，以確定服務設施的現有位置及水平高度，並須向署長提交建議書述明如何處理可能受建造及保養工程影響的服務設施，以獲取署長各方面的批准。承批人在署長書面批准建造及保養工程及上述的建議書前，不得展開任何工程。承批人須自費履行所有署長在作出上述批准時就服務設施施加的任何要求，包括任何必需的改道、重鋪或還原工程的費用。如因建造及保養工程對該地段或綠色範圍或該地段或其任何部分及綠色範圍或任何服務設施以任何形式造成的任何損害、侵擾或阻礙，承批人須自費全面地進行修理、修復及還原工程，以使署長滿意（除署長另作選擇，明渠、污水渠、雨水渠或總水管之修復工程將由署長負責，而承批人則須在政府要求時支付有關工程的費用）。如承批人未能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及綠色範圍或任何服務設施展開任何所需的改道、重鋪、修理、修復及還原工程以使署長滿意，署長可展開任何其認為需要之改道、重鋪、修理、修復及還原工程，而承批人則須在政府要求時支付有關工程的費用。」

44. 批地文件特別條款第(57)條規定：

「(a) 承批人須在署長認為需要時，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及保養排水渠及渠道，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。且承批人須就因此等暴雨水或雨水造成之任何損害或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），承擔全責並向政府作出彌償及使其持續獲得彌償。

(b) 從該地段接駁任何排水渠及渠道至政府雨水渠及污水渠（如已建成及已啟用）的工程可由署長進行，惟倘有由此引致的損失或損害，署長毋須向承批人承擔責任。且承批人須按要求向政府支付此等接駁工程的費用。抑或，上述工程亦可由承批人自費以署長滿意的方式進行。於該情況下，承批人須自費保養建於政府土地內建造的接駁工程之任何部分，並在政府要求時將其移交予政府，日後由政府自費保養，及承批人須按要求向政府支付上述接駁工程的技术審核費用。如承批人未能保養上述建於政府土地內建造的接駁工程之任何部分，署長可進行任何其認為需要該等保養工程，且承批人須按要求向政府支付有關工程的費用。」

45. 批地文件特別條款第(58)條規定：

「(a) 承批人須於本協議之日起計的六個曆月內（或署長另外批准的時限內），自費並以各方面使環境保護署署長滿意的程度，向環境保護署署長提交或達致提交與發展該地段有關之噪音影響評估（下稱「噪音影響評估」）以供其書面批准，噪音影響評估須指出與發展該地段有關之所有負面噪音影響及包含適當的噪音緩解措施（下稱「噪音緩解措施」）的建議。

(b) 承批人須自費並於環境保護署署長所訂明的時限內進行及實施經環境保護署署長批准的噪音影響評估內所建議的噪音緩解措施（下稱「獲批准噪音緩解措施」），以在一切方面使環境保護署署長滿意。

(c) 噪音影響評估未獲環境保護署署長書面批准前，不得在該地段或其任何部分展開任何建築工程（地盤平整工程除外）。」

46. 批地文件特別條款第(59)條規定：

「若獲批准噪音緩解措施包括在該地段興建或建造伸越該地段邊界而伸延至任何毗連政府土地上方及之上的隔音屏障（下稱「隔音屏障」），以下條款適用：

(a) 承批人須自費按照經建築事務監督批准之圖則設計、興建及建造隔音屏障，並須在各方面皆遵守《建築物條例》、其任何附屬規例及任何修訂法例；

(b) 不得於毗連該地段之任何政府土地上、上面或底下興建隔音屏障之地基或承托物；

(c) 除非獲署長事先書面批准，不得對隔音屏障或其任何部分進行任何形式的改動、加建、更換或附加；

(d) 承批人須在所有時間自費維護、保養及維修隔音屏障或（如獲署長批准）其任何替代物令其處於修繕妥當的狀態，以在各方面使署長滿意。而如進行此分條下任何工程需臨時封路或改道，開始任何該等工程前須先向運輸署署長獲取臨時交通安排之書面批准；

(e) 隔音屏障不得用於隔音屏障以外之任何其他用途。除非獲署長事先書面批准，承批人不得將隔音屏障或其任何部分用作或容受或容許其用作廣告用途或展示任何形式的招牌、告示或海報；

(f) 在獲得署長事先書面批准的前提下，承批人及其承辦商、工人或任何其他獲承批人授權人士將獲允許攜同或不攜同工具、設備、機器、機械或汽車進入毗連該地段的政府土地以按此特別條款對伸越毗連政府土地之隔音屏障之部分進行興建、建造、視察、維修、保養、清洗、更新及替代；

(g) 政府毋須就任何對承批人或任何其他人士所造成或使承批人或任何其他人士蒙受的任何損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因承批人按照此特別條款第(f)分條進入或進行工程所引起或附帶引起的，承批人亦不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償或其他申索；

(h) 承批人須於所有時間採取可能所需之預防措施，避免因興建、建造、維修、保養、改動、使用、拆除或移除隔音屏障而對任何毗連該地段之政府土地及隔音屏障或進入或使用任何毗連該地段之政府土地及隔音屏障之任何人士或車輛造成破壞或傷害；

(i) 署長有權於任何時間及按其絕對酌情權向承批人送達書面通知，要求承批人於書面通知日期起計六個曆月內拆卸及移除伸越毗連政府土地上之隔音屏障之部分且不得以任何他物替代。當收到該書面通知，承批人須自費於該書面通知所訂明之時限內拆卸及移除上述隔音屏障之部分，以在各方面使署長滿意；

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- (j) 倘若承批人並未履行其在此特別條款下的任何責任，署長可進行所需工程，而承批人須應要求向政府支付該等工程的費用；
- (k) 承批人須在所有時間允許署長、其人員、承辦商、工人及任何其他獲署長授權的人士攜同或不攜同工具、設備、機器、機械或汽車有權自由及無阻通行、進出、往返及行經該地段或其任何部分及其上已建或擬建之任何建築物以視察、檢查及監督將按此特別條款第(a)、(d)及(i)分條進行之任何工程及按此特別條款第(j)分條進行之任何工程或署長認為需要之任何其他工程；
- (l) 政府及署長皆毋須就任何對承批人或任何其他人士所造成或使承批人或任何其他人士蒙受的任何損失、損害、滋擾或干擾承擔任何法律責任，不論該等損失、損害、滋擾或干擾是否因承批人履行此特別條款的責任、署長行使此特別條款第(k)分條的進入權利或進行此特別條款第(j)分條的工程而引起或附帶引起的，承批人亦不得就任何該等損失、損害、滋擾或干擾向政府、署長或其授權人員提出任何索償；及
- (m) 承批人須在所有時間就興建、建造、隔音屏障的存在、維修、保養、改動、使用、拆卸或移除隔音屏障或有關此特別條款第(j)分條的工程直接或間接所引致或與之有關的一切責任、開支、損失、損害賠償、支出、費用、開支、要求、訴訟及法律程序(不論任何及如何引致)向政府、署長、其人員及工人作出彌償，並使其持續得到彌償。」

47. 批地文件特別條款第(60)條規定：

- 「(a) 承批人須於本協議之日起計的六個曆月內(或署長另外批准的時限內)，自費並以使環境保護署署長在各方面滿意的程度，向環境保護署署長提交或達致提交排污影響評估(下稱「排污影響評估」)以供其書面批准，排污影響評估其中須載有環境保護署署長所要求的資料及詳情，包括但不限於與發展該地段對排污可能會造成的負面影響、同一集水區的所有其他已計劃及已落實的發展項目流進的污水及對緩解措施、改善工程及其他措施及工程的建議。
- (b) 承批人須自費並於環境保護署署長所訂明的時限內進行及實施環境保護署署長所批准的排污影響評估內的建議，以在各方面使環境保護署署長滿意。
- (c) 排污影響評估中與技術相關的方面應由特許土木工程師或作為香港工程師學會的成員並具有土木工程專科的人士負責。
- (d) 排污影響評估未獲環境保護署署長書面批准前，不得在該地段或其任何部分展開任何建築工程(土地勘測除外)。
- (e) 為免生疑問及在不影響批地文件一般條款第5條的一般適用範圍下，承批人現明文確認及同意承批人須獨自負責自費進行及實施經環境保護署署長所批准的排污影響評估內的建議，以在各方面使環境保護署署長滿意。政府及其人員毋須就任何對承批人所造成或使承批人蒙受的費用、損害賠償或損失承擔任何責任或法律責任，不論該等費用、損害賠償或損失是否因履行此特別條款之下的承批人責任或其他原因而引起或附帶引起的，承批人亦不得就任何該等費用、損害賠償或損失向政府或其人員提出任何索償。」

48. 批地文件特別條款第(63)條規定：

「除非獲得署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。」

49. 批地文件特別條款第(64)條規定：

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

50. 批地文件特別條款第(66)條規定：

- 「(a) (i) 承批人須於2027年9月30日或之前或署長批准的其他日期自費：
 - (I) 向土木工程拓展署署長提交或達致提交載有行人路(下稱「公共設施」)之位置、布局、範圍、路線(如適用)和土木工程拓展署署長可個別或集體以其獨有及絕對酌情權要求或指定之其他資料的圖則，供土木工程拓展署署長書面批核(該或該等經土木工程拓展署署長批准的圖則下稱「獲批准公共設施布局圖」)；及
 - (II) 將獲批准公共設施布局圖或由經認可人士(根據《建築物條例》、其任何附屬規例及任何修訂法

例定義)核證之獲批准公共設施布局圖副本分別送交或達致送交予土木工程拓展署署長及署長存放。

- (ii) 未經土木工程拓展署署長事先書面批准，不得修訂、更改、改動、修改或以另一圖則代替獲批准公共設施布局圖，而土木工程拓展署署長在授予該批准時可施加其認為合適的條款及條件。
- (b) 承批人須從建築事務監督建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例，就該地段上的一幢或多幢建築物或與該或該等公共設施相關的一幢或多幢建築物之一個或多個部分發出佔用許可證或臨時佔用許可證的日期開始，或從署長以其獨有及絕對酌情權指明的其他日期開始，及其後須在此協定的整個批租年期內自費以各方面均令土木工程拓展署署長滿意的方式以土木工程拓展署署長不時要求之比例、尺寸、設計及位置於該地段或任何已建或擬建於該地段上的建築物或構築物或其任何部分內或於該地段之外展示及維持：
 - (i) 獲批准公共設施布局圖的副本；及
 - (ii) 通告或標示牌以標示公共設施之位置、路線、入口及出口(如適用)以及土木工程拓展署署長要求或指定的其他資料。
- (c) (i) 承批人須(在履行此特別條款第(a)(i)(II)分條訂定的要求之外)以土木工程拓展署署長及署長以其獨有及絕對酌情權要求的方式、格式及時限內，向土木工程拓展署署長及署長提交或達致提交獲批准公共設施布局圖。
 - (ii) 承批人現：
 - (I) 同意土木工程拓展署署長、署長、政府、其人員、承辦商、代理人及任何獲以上人士授權之其他人士以其獨有及絕對酌情權查閱、使用、複印及修訂獲批准公共設施布局圖，及通過任何途徑及任何方式(包括但不限於電子途徑或經電子平台)披露及傳布獲批准公共設施布局圖予任何第三方(不論個人、商號、法人團體、公眾人士或其他組織)，不論用以回覆公眾或傳媒查詢或其他查詢，或土木工程拓展署署長、署長或政府之主動查詢；及
 - (II) 接受及確認土木工程拓展署署長、署長、政府、其人員、承辦商、代理人及任何獲以上人士授權之其他人士擁有獨有及絕對酌情及權利：
 - (A) 決定是否行使此特別條款第(c)(ii)(I)分條所賦予之權利查閱、使用、複印、修訂、披露或傳布獲批准公共設施布局圖；
 - (B) 處理獲批准公共設施布局圖或將獲批准公共設施布局圖與其他來源之資料(包括有關毗鄰或其他土地或區域及任何其他資料)合併；及
 - (C) 不論是否經處理或合併或兩者(視乎情況而定)之後，於土木工程拓展署署長或署長決定之任何網站(不論屬於網站地圖服務之部分或其他)或任何其他平台或途徑及以其獨有及絕對酌情權決定之任何格式，查閱、使用、複印、修訂、披露及傳布獲批准公共設施布局圖，供任何政府部門或第三方作搜索、查閱、複印、列印、傳布、利用、分析、研究獲批准公共設施布局圖或將獲批准公共設施布局圖作其他用途。
 - (iii) 就此特別條款第(c)(ii)分條而言，承批人須促使或達至促使獲批准公共設施布局圖的知識產權擁有人同意土木工程拓展署署長、署長、政府、其人員、承辦商、代理人及任何獲以上人士授權之其他人士查閱、使用、複印、修訂、披露、處理、合併及傳布獲批准公共設施布局圖，及同意任何政府部門或第三方搜索、查閱、複印、列印、傳布、利用、分析、研究獲批准公共設施布局圖或將獲批准公共設施布局圖作其他用途。
 - (iv) 承批人現接受及確認根據此特別條款第(c)(ii)(I)及(c)(iii)分條給予的同意將在此協定的整個批租年期屆滿或提前終止後繼續有效並對承批人有約束力。
 - (d) 承批人須在此協定的整個批租年期期間允許土木工程拓展署署長、署長、政府、其人員、承辦商、代理人及任何獲以上人士授權之其他人士，不論是否備有工具、設備、裝置、機器或汽車，免費地自由及不受限制進出、往返及再經過該地段或其任何部分及任何已建或擬建於該地段之上的建築物，以視察、檢查或確保承批人未有違反或未有不遵守此特別條款第(b)分條。
 - (e) 對於履行或未能履行承批人在此特別條款第(a)、(b)、(c)(i)及(c)(iii)分條之任何責任；對於土木工程拓展署署長、署長、政府、其人員、承辦商、代理人或任何獲以上人士授權之其他人士在行使此特別條款第(c)及(d)分條所賦予的酌情權與權利；或對於任何政府部門或第三方根據此特別條款第(c)(ii)分條就獲批准公共設施布局圖進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府毋須因此而不論直接或間接所引起、與之有關或附帶引起而對承批人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或侵擾(不論任何或如何引致)承擔任何法律責任，且承批人亦不得就任何該等損失、

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批地文件的摘要

損害、滋擾或侵擾向政府索償。

- (f) 對於履行或未能履行承批人在此特別條款第(a)、(b)、(c)(i)及(c)(iii)分條之任何責任；對於土木工程拓展署署長、署長、政府、其人員、承辦商、代理人或任何獲以上人士授權之其他人士在行使此特別條款第(c)及(d)分條所賦予的酌情權與權利；或對於任何政府部門或第三方根據此特別條款第(c)(ii)分條就獲批准公共設施布局圖進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，承批人須就不論直接或間接引起、與之有關或附帶引起的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其持續獲得彌償。」

備註：

欲悉詳情請參考批地文件。批地文件的文本已在售樓處提供以供公眾免費閱覽。

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

1. Description

- (a) The Green Area and the Structures both as referred to in Special Condition No. (4)(a)(i) of the Land Grant.
- (b) The Government Accommodation as referred to in Special Condition No. (14)(a) of the Land Grant.
- (c) The Pedestrian Walkways as referred to in Special Condition No. (32)(d) of the Land Grant.
- (d) The Footbridge Connections as referred to in Special Condition No. (33)(a) of the Land Grant.
- (e) The space for the loading and unloading of goods vehicles for the shared use with the occupiers of the RCHE and their bona fide guests, visitors or invitee as referred to in Special Condition No. (42)(a)(ii)(III) of the Land Grant.
- (f) The Public Vehicle Park as referred to in Special Condition No. (44)(a) of the Land Grant.
- (g) The drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers as referred to in Special Condition No. (57) of the Land Grant.

2. General public's right to use

- (a) The general public has the right to use the facilities referred to in paragraphs 1(c) and 1(f) above in accordance with the Land Grant.
- (b) Section 16(4) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) is not applicable to the facilities set out in paragraphs 1(a), 1(b), 1(d), 1(e) or 1(g) above.

B. Facilities that are required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

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

Not applicable.

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

Not applicable.

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

Please refer to the Plans appended at the end of this section.

F. Provisions of the Land Grant that concern those facilities and open spaces, and those parts of the land

1. The Green Area and the Structures

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

“(a) The Grantee shall:

- (i) on or before the 30th day of September 2027 (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form the portion of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as “the Green Area”); and
 - (II) provide and construct such bridges, tunnels, overpasses, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require

(hereinafter collectively referred to as “the Structures”)

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

- (ii) on or before the 30th day of September 2027 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (5) hereof.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation 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.”

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

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

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

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

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

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

- (i) permit the 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. (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(b) hereof and any other works which the Director may consider necessary in the Green Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of 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 neighbouring 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.”

2. The Government Accommodation

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

- “(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as “the Technical Schedule”) and the plans approved under Special Condition No. (15)(a) hereof at such locations, in such manner and designs, with such materials, to such standard and in such stages as may be approved by the Director, the following accommodations:

- (i) one residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation with a net operational floor area of not less than 1,354 square metres (hereinafter referred to as “the RCHE”); and
- (ii) the RCHE Parking Space as referred to in Special Condition No. (41)(f) hereof which shall measure 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres.

(such accommodations to be completed and made fit for occupation and operation on or before the 30th day of September 2027 and which accommodations (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as “the Government Accommodation”).

- (b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.
- (c) (i) For the purpose of determining the net operational floor area of any part of the Government Accommodation, the net operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and spaces within such part of the Government Accommodation as detailed in the Technical Schedule excluding any structures and partitions, circulation areas, staircases, staircase halls, lift landings, space occupied by toilet and shower facilities, mechanical and electrical services such as lifts and air-conditioning systems.
- (ii) For the purpose of this Special Condition, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within that room or space.
- (d) The gross floor area of the Government Accommodation to be erected, constructed and provided within the building or buildings to be erected on the lot under sub-clause (a) of this Special Condition shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof. For the purpose of these Conditions, the gross floor area of the Government Accommodation shall be as determined by the Director whose determination in this respect shall be final and binding on the Grantee.”

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

- “(a) (i) The Grantee shall submit or cause to be submitted to the Director for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the

Government Accommodation and any other details as the Director may require.

- (ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.
- (iii) The plans of the Government Accommodation approved under this sub-clause (a) shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
- (b) No building works (other than ground investigation and site formation works) shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition.
- (c) For the purpose of these Conditions, “building works”, “ground investigation” and “site formation works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.”

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

- “(a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedule as he shall in his absolute discretion deem fit.
- (b) No amendment, variation, alteration, modification or substitution to the Technical Schedule shall be made by the Grantee except with the prior written approval of the Director.
- (c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Grantee as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedule and form part thereof.
- (d) In the event of any inconsistency or variation between the Technical Schedule and these Conditions, these Conditions shall prevail.”

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

- “(a) The Director shall have the right at his absolute discretion to nominate officers of Government departments (hereinafter referred to as “the Officers”) who shall generally oversee the design, construction, provision and completion of the Government Accommodation and shall monitor the construction, provision and completion (hereinafter collectively referred to as “the Construction Works”) of the Government Accommodation in order to ensure that the Construction Works of the Government Accommodation are carried out in accordance with these Conditions.
- (b) The Grantee shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the Government Accommodation or any part thereof or the Construction Works of the Government Accommodation or any part thereof forthwith upon the same becoming known to the Grantee, his servants, agents, contractors and workmen and shall make available all drawings, site records, notices, letters, certificates, approvals and information and render all necessary assistance and co-operation to the Officers when required by the Officers.
- (c) The Grantee shall keep the Director and the Officers advised from time to time as to when he shall be in a position to apply for the relevant occupation permit or temporary occupation permit from the Building Authority in respect of the Government Accommodation or any part thereof. For the purpose of these Conditions, “Building Authority” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (d) The Government will accept no responsibility or liability for any loss, claims, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the exercise by the Officers of the authority conferred under sub-clause (a) of this Special Condition.
- (e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the Construction Works of the Government Accommodation or any part thereof.”

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

- “(a) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, the Grantee shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty if the Grantee shall fail to complete and make fit for occupation and operation to the satisfaction of the Director the Government Accommodation by the date specified in Special Condition No. (14)(a) hereof, a sum calculated at the rate of HK\$13,000.00 per day from the date immediately following the date specified in Special Condition No. (14)(a) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (19) hereof PROVIDED that in case of default of payment of the whole or any part of liquidated damages by the Grantee, the Director shall without prejudice to his other rights and remedies herein contained be entitled to deduct from the sum payable to the Grantee under Special Condition No. (21)(a) hereof the said sum of liquidated damages.
- (b) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said sum of liquidated damages referred to in sub-clause (a) of this Special Condition shall not discharge the Grantee from any of his obligations remaining to be observed and performed.”

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

- “(a) Within 14 days after completion of the construction of the Government Accommodation or such part thereof, the Grantee shall deliver to the Director a certificate by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) appointed by the Grantee for the development of the lot that the Government Accommodation or such part thereof has been completed in accordance with these Conditions.
- (b) Where in the opinion of the Director (whose decision in this respect shall be final and binding upon the Grantee) the Government Accommodation has been completed and made fit for occupation and operation to his satisfaction, the Director shall issue to the Grantee a certificate of completion to that effect Provided that the Director may in his absolute discretion issue a certificate of completion in respect of a part of the Government Accommodation which the Director considers to have been completed and made fit for occupation and operation to his satisfaction.
- (c) Notwithstanding the issue of any certificate of completion by the Director, the Grantee shall not be absolved from any of his liabilities under Special Conditions Nos. (17)(e) and (24) hereof nor any other obligations remaining to be observed and performed by him under these Conditions.”

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

- “(a) The Grantee shall when called upon so to do by the Director assign to The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “F.S.I.” which expression shall if the context permits include its successors and assigns), with vacant possession, free from incumbrances, at the expense of the Grantee, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation and the Grantee shall complete the assignment of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (19)(b) hereof within such time as may be specified in writing by the Director.
- (b) The number of undivided shares in the whole of the lot to be assigned to F.S.I. in accordance with sub-clause (a) of this Special Condition shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the lot. The determination of the Director in this respect shall be final and binding upon the Grantee.
- (c) When called upon to do so by the Director (irrespective of whether the Grantee shall have been called upon to assign under sub-clause (a) of this Special Condition) the Grantee shall submit or cause to be submitted to the Director for his approval in writing an Assignment in respect of the Government Accommodation, which Assignment shall be in such form and shall contain such provisions as shall be required or approved by the Director.
- (d) On completion of the assignment of the Government Accommodation the Grantee shall deliver to F.S.I. at

the expense of the Grantee one set of the original or certified copies of deeds and documents of title relating to the lot and the Memorial of the Assignment in respect of the Government Accommodation duly completed and verified by the certificate of the solicitor for the Grantee. All Land Registry fees payable on registration of the Assignment shall be borne by the Grantee solely.”

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

- “(a) In consideration of the assignment of the Government Accommodation as provided for in Special Condition No. (20) hereof and subject to Special Condition No. (18)(a) hereof, F.S.I. shall pay to the Grantee in one lump sum a sum of HK\$9,300,000.00 or a sum equal to the actual cost of construction of the same to be determined by the Director having regard to the statement submitted in accordance with sub-clause (b) of this Special Condition, whichever is the lesser.
- (b) As soon as practicable and in any event within 30 days of being called upon so to do by the Director, the Grantee shall submit or cause to be submitted to the Director for his verification and approval a written statement (hereinafter referred to as “the Statement”), duly certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) appointed by the Grantee for the development of the lot, specifying the monies expended by the Grantee solely towards the erection, construction and provision in accordance with these Conditions of the Government Accommodation or any part thereof in respect of which a certificate of completion shall have been issued under Special Condition No. (19) hereof (including (if any) all professional fees, costs, supervisory, overhead and any other charges which may be incurred by the Grantee arising out of or in connection with the execution of works and the supply of materials relating solely thereto).
- (c) The Director shall have the absolute and unfettered right to determine whether any of the monies specified in the Statement should form part of the actual cost of construction referred to in sub-clause (a) of this Special Condition and to call upon the Grantee to amplify in writing any details contained in the Statement and to require the Grantee to provide any supporting documents as the Director shall consider necessary. The decision of the Director as to the actual cost of construction shall be final and binding upon the Grantee.”

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

“The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (20) hereof, delivery of vacant possession of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (19)(b) hereof and the Grantee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.”

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

- “(a) Without prejudice to the provisions of Special Condition No. (24) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (24)(a)(ii) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
- (b) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

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

- “(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor
 - (i) which may exist at the date of delivery of possession by the Grantee of the Government Accommodation; and
 - (ii) which shall occur or become apparent within a period of 365 days after the date of delivery of possession by the Grantee of the Government Accommodation (hereinafter referred to as “Defects Liability Period”).

- (b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the date of delivery of possession thereof by the Grantee.
- (c) The Director or F.S.I. or both will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 days after the expiry of the Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.
- (d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee. Provided that the Government or F.S.I. or both shall be entitled to deduct from the security money referred to in sub-clause (e) of this Special Condition the costs, charges and fees due and owing by the Grantee to the Government or F.S.I. or both under this sub-clause (d) and in the event of the security money referred to in sub-clause (e) of this Special Condition being insufficient to cover all costs, charges and fees due and owing by the Grantee the deficit shall be paid by the Grantee on demand.
- (e) The Grantee shall contemporaneously with the assignment of the Government Accommodation as provided for in Special Condition No. (20) hereof, deposit with the Government a sum of HK\$5,930,000.00 (hereinafter referred to as “the security money”). Subject to the proviso to sub-clause (d) of this Special Condition, the security money shall become due to the Grantee upon the expiry of such Defects Liability Period as relating to the Government Accommodation and the Grantee satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director or F.S.I. or both (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).
- (f) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

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

“The Grantee shall, at his own expense and as soon as practicable but no later than 8 weeks from the date of delivery of possession by the Grantee of the Government Accommodation, provide to the Director all documents, drawings and materials relating thereto in accordance with the requirement of the Technical Schedule.”

Special Condition No. (26) of the Land Grant stipulates that:

- “(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (38)(a)(ii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as “the Items”):
 - (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

- (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
- (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.
- (b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the failure of the Grantee to maintain the Items.
- (c) For the purpose of this Special Condition only, the expression “Grantee” shall exclude F.S.I..”

Special Condition No. (41)(f) of the Land Grant stipulates that:

- “(f) One space shall be provided within the lot to the satisfaction of the C for T for the parking of light bus with tail-lift licensed under the Road Traffic Ordinance and for the exclusive use of the operator of the RCHE and their bona fide guests, visitors or invitees (hereinafter referred to as “the RCHE Parking Space”), such space to be located adjacent to the RCHE and in particular the said space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services. For the purpose of these Conditions, “light bus” shall be as defined in the Road Traffic Ordinance.”

3. The Pedestrian Walkways

Special Conditions Nos. (32)(d), (32)(e), (32)(f), (32)(g) and (32)(h) of the Land Grant stipulate that:

- “(d) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide a pedestrian walkway or walkways within the lot with a width of 6 metres or such other width as may be approved by the Director so as to link up the Footbridge Connections referred to in Special Condition No. (33)(a) hereof (hereinafter referred to as “the Pedestrian Walkways”).
- (e) The Grantee shall upon completion of the construction of Footbridge Connections referred to in Special Condition No. (33)(a) hereof and thereafter throughout the whole term hereby agreed to be granted keep the Pedestrian Walkways required to be provided under sub-clause (d) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption.
- (f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Walkways to the public for the right of passage.
- (g) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional 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 plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (h) The Director shall at his sole discretion decide the whole of the area of the Pedestrian Walkways or part thereof that may be excluded from the calculation of the gross floor area specified in Special Condition No. (12)(c) hereof as to which the decision of the Director shall be final and binding on the Grantee.”

4. The Footbridge Connections

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

- “(a) The Grantee shall on or before the 30th day of September 2027 (or such other date as may be approved by

the Director), at his own expense and in all respects to the satisfaction of the Director provide, construct and thereafter maintain, upkeep, manage and repair in good and substantial repair and condition to the satisfaction of the Director structural supports within the lot and connections at the perimeters of the building or buildings erected or to be erected on the lot between the points D and D1, the points P and P1 and the points N and N1 respectively shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director (such structural supports and connections are hereinafter collectively referred to as “the Footbridge Connections”) for receiving future footbridges (“the Footbridges”) so that the construction of the Footbridges can be carried out and that pedestrian access can be gained over the Footbridges into and from the Pedestrian Walkways. The Grantee shall construct the Footbridge Connections at such height, level, width and position, with such materials and of such design, specification, standards and levels as shall be required or approved by the Director.

- (b) There is reserved to the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges a right of support and a right to connect the Footbridges to the Footbridge Connections at a location between the points D and D1, the points N and N1, and the points P and P1 respectively shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director.
- (c) There is reserved to the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges all rights of ingress, egress and regress to and from the lot or any part thereof and all rights of occupation of part or parts of the lot for the purposes renewing and demolishing the Footbridges.
- (d) In the event of the non-fulfilment of the Grantee’s obligations under sub-clauses (a) or (g) of this Special Condition within the respective prescribed time limits stated therein, the Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorized by the Government may provide, construct and thereafter maintain, upkeep, manage and repair in good and substantial repair and condition at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (e) Notwithstanding sub-clauses (a), (d) and (g) of this Special Condition, the Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorized by the Government with or without tools, equipment, machinery or motor vehicles shall at all reasonable times throughout the term hereby agreed to be granted and upon giving prior notice to the Grantee have the right of free ingress, egress and regress to and from the lot or any part or parts thereof and the building or buildings erected or to be erected thereon or any part or parts thereof for the purpose of providing, constructing, connecting and thereafter inspecting, managing, maintaining, repairing and renewing the Footbridge Connections and the inspecting, checking and supervising of the works under sub-clauses (a) and (g) of this Special Condition.
- (f) The Government and the persons conferred with the rights under sub-clauses (b), (c), (d) and (e) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee whether arising out of or incidental to the exercise by him or them of the rights conferred under sub-clauses (b), (c), (d) and (e) of this Special Condition, and no claim for compensation or otherwise shall be made against him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (g) (i) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge Connections 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 structural supports and connections of such design, specifications, standards and levels, with such materials and at such width, height and position as the Director may approve or require.
(ii) In the event that any new structural supports and connections is or are constructed under sub-clause (g)(i) of this Special Condition, all the references to “the Footbridge Connections” in these Conditions shall be deemed to refer such new structural supports and connections.
- (h) For the avoidance of doubt, the Grantee hereby acknowledges and agrees that the Government in no way warrants that the Footbridges will be constructed in the future and the Government shall be under no liability whatsoever to the Grantee for any claim, loss or damage howsoever arising out of or in connection therewith

or as a consequence thereof if the Footbridges or any part or parts thereof is not constructed.

- (i) No alteration or addition to the Footbridge Connections or any part or parts thereof shall be made without the prior consent of the Director.
- (j) The segregated pedestrian ways or paths referred to in Special Condition No. (32)(a) hereof, the Pedestrian Walkways and the Footbridge Connections shall be designated as and form part of the Common Areas referred to in Special Condition No. (38)(a)(vi) hereof.”

5. The space for the loading and unloading of goods vehicles for the shared use with the occupiers of the RCHE and their bona fide guests, visitors or invitee

Special Conditions Nos. (42)(a)(ii)(III), (42)(d) and (42)(e) of the Land Grant stipulate that:

- “(a) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles licensed under the Road Traffic Ordinance at the following rates:
 - (ii) (III) out of the spaces provided under sub-clause (a)(ii)(I) or (a)(ii)(IV) of this Special Condition, one space measuring 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and shall be provided at such location as the Director of Social Welfare shall require or approve for the shared use with the occupiers of the RCHE and their bona fide guests, visitors or invitee; and

For the purpose of these Conditions, “goods vehicle” shall be as defined in the Road Traffic Ordinance.

- (d) Spaces provided under sub-clause (a) of this Special Condition shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings or a part or parts thereof referred to therein.
- (e) For the purpose of calculating the number of spaces to be provided under sub-clauses (a) of this Special Condition, any floor area to be used for parking, loading and unloading purposes or the Public Vehicle Park as referred to in Special Condition No. (44)(a) hereof shall be excluded.”

Special Condition No. (47) of the Land Grant stipulates that:

“Notwithstanding Special Condition No. (46) hereof, the Visitors’ Parking Spaces, the Parking Spaces for Disabled Persons and the spaces provided within the lot in accordance with Special Condition Nos. (41)(e) and (42) hereof shall be designated as and form part of the Common Areas.”

6. The Public Vehicle Park

Special Condition No. (44) of the Land Grant stipulates that:

- “(a) In addition to the requirements to provide parking, loading and unloading spaces under and in accordance with Special Condition Nos. (41) and (42) hereof, the Grantee shall on or before the 30th day of September 2027 (or such other date as may be approved by the Director), at his own expense, in all respects to the satisfaction of the Director and in accordance with these Conditions and the Public Vehicle Park Layout Plan as referred to and approved under sub-clause (b) of this Special Condition, erect, construct, provide and maintain within the lot a public vehicle park (hereinafter referred to as “the Public Vehicle Park”). The Grantee shall provide within the Public Vehicle Park:
 - (i) 130 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres provided that out of the spaces so provided under this sub-clause (a)(i), such number of spaces shall be reserved and designated for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons as the Building Authority may require or approve on condition that a minimum of two spaces shall be so reserved and designated out of the spaces provided under this sub-clause (a)(i), and the dimension of each of the spaces so reserved and designated shall be as the Building Authority may require or approve;
 - (ii) 5 spaces for the parking of light goods vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. For the purpose of these Conditions, “light goods vehicle” shall be as defined in the Road Traffic Ordinance.

- (b) The Grantee shall within 24 calendar months from the date of this Agreement or such other extended period as may be approved by the Director submit or cause to be submitted to the Director for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the Director (hereinafter referred to as “the Public Vehicle Park Layout Plan”). The parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the Public Vehicle Park Layout Plan approved by the Director under this sub-clause (b) and in all respects to the satisfaction of the Director. The Grantee shall maintain the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the Public Vehicle Park Layout Plan approved by the Director under this sub-clause (b) and shall not alter the approved Public Vehicle Park Layout Plan except with the prior written consent of the Director.
- (c) No floor or floors or level or levels of the Public Vehicle Park shall be served or accessible by any vehicular access except by such vehicular access as may be approved in writing by the Director.
- (d) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any motor vehicle can be moved into or away from each parking space from or to the driveway or circulation areas without obstruction.
- (e) The positions of the ingress and egress control points, drop gate, pay booth and access arrangement for the Public Vehicle Park shall be subject to the prior written approval of the Director.
- (f) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle referred to in sub-clause (a) of this Special Condition shall have to queue or wait outside the lot to enter into the Public Vehicle Park.
- (g) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times for parking of motor vehicles on hourly, daily or monthly basis save that for parking of motor vehicles for a consecutive period of over one calendar month shall be subject to the prior written approval of the C for T. The Grantee shall at all times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park or any part or parts thereof.
- (h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, there shall not be taken into account the gross floor area of the Public Vehicle Park and any other areas or spaces as the Director may at his sole discretion consider appropriate. For the purpose of these Conditions, the total gross floor area of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding on the Grantee.
- (i) The parking spaces provided within the Public Vehicle Park shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i) and (a)(ii) of this Special Condition and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.
- (j) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Vehicle Park or any part or parts of the lot to the public for the right of passage.
- (k) It is expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or 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.
- (l) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by

the Grantee, his servants, agents, workmen or contractors arising out of or incidental to the fulfilment of the Grantee’s obligations under this Special Condition.

- (m) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may underlet the parking spaces within the Public Vehicle Park subject to the conditions as stipulated in sub-clauses (g) and (i) of this Special Condition on condition that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the parking spaces within the Public Vehicle Park, or part or parts thereof, to which such underletting relates.
- (n) The Grantee (which expression for the purpose of this Special Condition only shall not include the Grantee’s assigns) shall at his expense at all times during the term hereby agreed to be granted uphold, maintain, repair, operate, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations which are or may at any time be in force in Hong Kong and to the satisfaction of the C for T.”

7. The drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers

Special Condition No. (57) of the Land Grant stipulates that:

- “(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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.”

Remarks:

Unless otherwise specified, all terms and expressions used in this section F shall have the same meanings as ascribed to them in the Land Grant. For full details, please refer to the Land Grant. A copy of the Land Grant is available for inspection by the general public free of charge at the sales office.

G. Provisions of every Deed of Mutual Covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land

Unless otherwise provided, capitalized terms used below shall have the same meaning given to them under the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”).

1. The Green Area and the Structures

Not applicable.

2. The Government Accommodation

Section I of the DMC stipulates that:

“In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

“**Government Accommodation**” means such accommodations as erected, constructed and provided within the Land in accordance with Special Condition No.(14)(a) of the Government Grant, comprising:-

- (i) the residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation (in this Deed referred to as the “**RCHE**”); and
- (ii) the light bus parking space for the RCHE (in this Deed referred to as the “**RCHE Parking Space**”)

(including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director of Lands in accordance with the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine. For the purpose of identification, the Government Accommodation is shown coloured Indigo on the GROUND FLOOR PLAN (Drawing No. A-DMC-03), FIRST FLOOR PLAN (Drawing No. A-DMC-04) and SECOND FLOOR PLAN (Drawing No. A-DMC-05) (certified as to their accuracy by the Authorized Person) annexed hereto.

“**Items**” means the Items as defined in Special Condition No.(26)(a) of the Government Grant, namely:-

- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development;
- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development;
- (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Development.”

Clause 1 of Subsection D of Section III of the DMC stipulates that:

“F.S.I., its lessees, tenants, licensees and persons authorized by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:-

- (a) the right of shelter, support and protection for the Government Accommodation;
- (b) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term of the Government Grant laid on or running through any part of the Land and any part of the Development;
- (c) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as “**Government Accommodation Services**”) at any time at its absolute discretion without having to obtain the approval or consent of the Owners or the Manager and without any charge by the Owners or the Manager PROVIDED THAT proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation;
- (d) the right to go, pass and repass over and along and to use the Common Areas and Facilities or any part

thereof in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of the Common Areas and Facilities or any part thereof;

- (e) the full right and liberty at all times daily on a 24-hour basis without payment of any fees, costs or charges freely and uninterruptedly (in common with all persons having the like right) to (i) (before execution of the Sub-Deed in respect of the Car Park Areas (if executed)) go pass or repass, with or without motor vehicles, over and along the Car Park Areas, including but not limited to via driveways to access to, from and through the vehicular entrance and exit of the Development on the ground floor, or (ii) (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)) go, pass and repass, with or without motor vehicles, over and along the Car Park Common Areas, including but not limited to via driveways to access to, from and through the vehicular entrance and exit of the Development on the ground floor, and to use the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of the RCHE Parking Space (forming part of the Government Accommodation) and also the Non-Industrial / RCHE Loading and Unloading Space (without limiting the generality of the foregoing, F.S.I., its lessees, tenants, licensees and persons authorized by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall have the full right and liberty (in common with all persons having the like right) to go, pass and repass, with or without motor vehicles, over and along the parts of the Car Park Areas via the access routes which are for the purpose of identification shown marked with Indigo dotted lines on the GROUND FLOOR PLAN (Drawing No. A-DMC-03) (certified as to its accuracy by the Authorized Person) annexed hereto);
- (f) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying, reinstatement and other works to the Government Accommodation Services or any part thereof;
- (g) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
- (h) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as F.S.I. shall deem fit and the right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
- (i) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
- (j) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material; and
- (k) such other rights, privileges and easements as may be deemed necessary or desirable by the Director of Lands.”

Clause 2 of Subsection D of Section III of the DMC stipulates that:

“The Government or F.S.I. shall have the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the First Owner, the other Owners or the Manager.”

Clause 4 of Subsection D of Section III of the DMC stipulates that:

“The exercise of the easements, rights and privileges under this Subsection D of Section III shall not be subject to any permission, approval or consent of the Manager.”

Clause 44 of Subsection A of Section V of the DMC stipulates that:

- “(a) The Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall at their own expense and in all respects to the satisfaction of the Director of Lands maintain the Items.
- (b) The Items shall be managed and maintained by the Manager. The Owners (save and except F.S.I. as the Owner of the Government Accommodation) shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the failure of the Manager to manage and maintain the Items.”

Clause 1 of Subsection E of Section V of the DMC stipulates that:

“F.S.I. as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation but not the remainder of the Development.”

Clauses 1(ci) and 1(cj) of Subsection B of Section VI of the DMC stipulate that:

“The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:-

- (ci) Notwithstanding Clause 1 of Subsection E of Section V of this Deed, upon the request of the Owner of the Government Accommodation, to undertake the maintenance of the services, facilities and installations serving exclusively the Government Accommodation whereupon the Owner of Government Accommodation shall reimburse the Manager with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted to the Owner of the Government Accommodation an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.
- (cj) To manage and maintain the Items.”

Clause 3(y) of Subsection D of Section VI of the DMC stipulates that:

“The management expenses in the Management Budget shall include but not be limited to the following:

- (y) the cost incurred in connection with the management and maintenance of the Items;

but such costs, charges and expenses shall exclude expenditure of a capital nature or of a kind not expected to be incurred annually, which shall be payable out of the Special Fund hereinafter mentioned. Expenditure of a capital nature or of a kind not expected to be incurred annually shall include but not be limited to those relating to establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and Facilities PROVIDED THAT prior approval by a resolution of the Owners at an Owners’ meeting convened under this Deed is required for any improvement works referred to in this Clause which involves expenditure in excess of 10% of the current annual Management Budget.”

Clause 13 of Section X of the DMC stipulates that:

“F.S.I. as the Owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors provided however that the liability of F.S.I. shall be as determined by G.P.A. or person nominated by the Director of Lands for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land and shall only commence from the date of the assignment or the date of taking over of the Government Accommodation, whichever is the earlier and provided further that F.S.I. shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by G.P.A. or person nominated by the Director of Lands for this purpose.”

Clause 14 of Section X of the DMC stipulates that:

“F.S.I. as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the Development (whether the Common Areas and Facilities or otherwise) or for the provision of facilities or services which do not, in the opinion of G.P.A. or person nominated by the Director of Lands for this purpose, directly serve or otherwise directly benefit the Government Accommodation.”

Clause 15 of Section X of the DMC stipulates that:

“Notwithstanding any provisions herein contained, F.S.I. as the Owner of the Government Accommodation shall not be liable for any payment of:

- (i) management deposits,
 - (ii) Special Fund or capital equipment fund except for the reimbursement of capital expenditure, as shall first be approved by G.P.A. or person nominated by the Director of Lands for this purpose, in respect of facilities and services which actually serve the Government Accommodation or are used by the occupiers thereof, his servants, contractors, agents or visitors,
 - (iii) insurance premium in respect of the Government Accommodation,
 - (iv) debris removal fee,
 - (v) interest and penalty charges on late payment of management and maintenance charges,
- or payment of a like nature.”

Clause 16 of Section X of the DMC stipulates that:

“Notwithstanding any provisions herein contained, F.S.I. as the Owner of the Government Accommodation shall be exempt from the Fitting Out Rules.”

Clause 17 of Section X of the DMC stipulates that:

“Notwithstanding anything herein contained, F.S.I. as the Owner of the Government Accommodation shall be exempt from using the maintenance or service contractors nominated by the First Owner or the Manager.”

Clause 18 of Section X of the DMC stipulates that:

“Notwithstanding any provisions herein contained, any consent that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.”

3. The Pedestrian Walkways

Section I of the DMC stipulates that:

“In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

“**Pedestrian Walkways**” means the Pedestrian Walkways as defined in Special Condition No.(32)(d) of the Government Grant. The Pedestrian Walkways are for the purpose of identification shown coloured Orange Dash Hatched Black on the FIRST FLOOR PLAN (Drawing No. A-DMC-04) (certified as to its accuracy by the Authorized Person) annexed hereto.

“**Commercial Accommodation**” means all those areas or parts of the Land and the Development intended for commercial and ancillary purposes which are for the purpose of identification shown coloured Orange and Orange Dash Hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto, and including any sub-divided part or portion thereof and to which Undivided Shares in the Land and the Development have been or may be allocated, and which include, without limiting the generality of the foregoing, among others:-

- (i) the Pedestrian Walkways;”

Clause 11(c)(i) of Section II of the DMC stipulates that:

“For the avoidance of doubt and notwithstanding any provisions herein contained, the single Owner of the whole of the Commercial Accommodation shall have the right at any time(s) and from time to time as he shall think fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

- (c) The right to enter into a Sub-Deed in respect of the Commercial Accommodation with any other Owner or Owners of the sub-divided portion(s) of the Commercial Accommodation, or any part(s) thereof, to regulate and define their rights and obligations Provided That:
 - (i) the Non-Industrial Loading and Unloading Spaces (Commercial Accommodation), the Non-Industrial Parking Space for Disabled Persons, the Footbridge Connections, the Pedestrian Link(s) in the Commercial Accommodation, the Pedestrian Walkways, the fireman’s lift lobby(ies) and protected lobby(ies) to a required staircase in the Commercial Accommodation and the area(s) for the installation or use of aerial broadcast distribution or telecommunications network facilities in the Commercial Accommodation must be designated as and form part of the Commercial Common Areas in such Sub-Deed (which designation shall not require any approval by a resolution of Owners at an Owners’ meeting convened under this Deed);”

Clause (f) of Subsection C of Section IV of the DMC stipulates that:

“The following are the easements rights and privileges subject to which each Undivided Share and the exclusive right to hold use occupy and enjoy the Commercial Accommodation is held:

- (f) Until such time as the Pedestrian Walkways (forming part of the Commercial Accommodation) are designated as and forming part of the Commercial Common Areas in any Sub-Deed in respect of the Commercial Accommodation, the Owner of the Commercial Accommodation shall, pursuant to Special Condition No.(32)(e) of the Government Grant, throughout the whole term of the Government Grant keep the Pedestrian Walkways open for the use by the public 24 hours a day free of charge without any interruption.”

Clause 2(a) of Subsection E of Section IV of the DMC stipulates that:

“Each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Unit is held subject to the following:

- (a) Upon the Pedestrian Walkways being designated as and forming part of the Commercial Common Areas in any Sub-Deed in respect of the Commercial Accommodation and thereafter, the Owners (including but not limited to the Owners of the sub-divided portion(s) of the Commercial Accommodation) shall, pursuant to Special Condition No.(32)(e) of the Government Grant, throughout the whole term of the Government Grant keep the Pedestrian Walkways open for the use by the public 24 hours a day free of charge without any interruption.”

Clause 11 of Subsection D of Section V of the DMC stipulates that:

“Until such time as the Pedestrian Walkways (forming part of the Commercial Accommodation) are designated as and forming part of the Commercial Common Areas in any Sub-Deed in respect of the Commercial Accommodation, the single Owner of the Commercial Accommodation shall keep the Pedestrian Walkways open for use by the public 24 hours a day free of charge without any interruption pursuant to Special Condition No.(32)(e) of the Government Grant.”

Clause 1(bv) of Subsection B of Section VI of the DMC stipulates that:

“The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:-

- (bv) Upon the Pedestrian Walkways being designated as and forming part of the Commercial Common Areas in any Sub-Deed in respect of the Commercial Accommodation and thereafter, to do all such acts and things to ensure that the Pedestrian Walkways are open for the use by the public 24 hours a day free of charge without any interruption pursuant to Special Condition No.(32)(e) of the Government Grant.”

4. The Footbridge Connections

Section I of the DMC stipulates that:

“In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

“**Footbridge Connections**” means the Footbridge Connections as defined in Special Condition No.(33)(a) of the Government Grant.

“**Commercial Accommodation**” means all those areas or parts of the Land and the Development intended for commercial and ancillary purposes which are for the purpose of identification shown coloured Orange and Orange Dash Hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto, and including any sub-divided part or portion thereof and to which Undivided Shares in the Land and the Development have been or may be allocated, and which include, without limiting the generality of the foregoing, among others:-

- (ii) the Footbridge Connections;”

Clause 11(c)(i) of Section II of the DMC stipulates that:

“For the avoidance of doubt and notwithstanding any provisions herein contained, the single Owner of the whole of the Commercial Accommodation shall have the right at any time(s) and from time to time as he shall think fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

- (c) The right to enter into a Sub-Deed in respect of the Commercial Accommodation with any other Owner or Owners of the sub-divided portion(s) of the Commercial Accommodation, or any part(s) thereof, to regulate and define their rights and obligations Provided That:
 - (i) the Non-Industrial Loading and Unloading Spaces (Commercial Accommodation), the Non-Industrial Parking Space for Disabled Persons, the Footbridge Connections, the Pedestrian Link(s) in the Commercial Accommodation, the Pedestrian Walkways, the fireman’s lift lobby(ies) and protected lobby(ies) to a required staircase in the Commercial Accommodation and the area(s) for the installation or use of aerial broadcast distribution or telecommunications network facilities in the Commercial Accommodation must be designated as and form part of the Commercial Common Areas in such Sub-Deed (which designation shall not require any approval by a resolution of Owners at an Owners’ meeting convened under this Deed);”

Clauses 2(b) and 2(d) of Subsection E of Section IV of the DMC stipulate that:

“Each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Unit is held subject to the following:

- (b) Pursuant to Special Condition No.(33)(b) of the Government Grant, there is reserved to the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges a right of support and a right to connect the Footbridges to the Footbridge Connections at a location between the points D and D1, the points N and N1, and the points P and P1 respectively shown and marked on the plan annexed to the Government Grant or at such other points as may be approved in writing by the Director of Lands.
- (d) Pursuant to Special Condition No.(33)(e) of the Government Grant, notwithstanding Special Conditions Nos. (33)(a), (33)(d) and (33)(g) of the Government Grant, the Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorized by the Government with or without tools, equipment, machinery or motor vehicles shall at all reasonable times throughout the term of the Government Grant and upon giving prior notice to the Owners have the right of free ingress, egress and regress to and from the Land or any part or parts thereof and the building or buildings erected or to be erected thereon or any part or parts thereof for the purpose of providing, constructing, connecting and thereafter inspecting, managing, maintaining, repairing and renewing the Footbridge Connections and the inspecting, checking and supervising of the works under Special Conditions Nos. (33)(a) and (33)(g) of the Government Grant.”

Clause 46 of Subsection A of Section V of the DMC stipulates that:

“No alteration or addition to the Footbridge Connections or any part or parts thereof shall be made without the prior consent of the Director of Lands.”

Clause 12 of Subsection D of Section V of the DMC stipulates that:

“Until such time as the Footbridge Connections (forming part of the Commercial Accommodation) are designated as and forming part of the Commercial Common Areas in any Sub-Deed in respect of the Commercial Accommodation, the single Owner of the Commercial Accommodation shall maintain, upkeep, manage and repair in good and substantial repair and condition to the satisfaction of the Director of Lands the Footbridge Connections pursuant to Special Condition No.(33)(a) of the Government Grant.”

Clause 1(ck) of Subsection B of Section VI of the DMC stipulates that:

“The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:-

- (ck) Upon the Footbridge Connections being designated as and forming part of the Commercial Common Areas in any Sub-Deed in respect of the Commercial Accommodation and thereafter, to maintain, upkeep, manage and repair in good and substantial repair and condition to the satisfaction of the Director of Lands the Footbridge Connections pursuant to Special Condition No.(33)(a) of the Government Grant.”

Clause 3(s) of Subsection D of Section VI of the DMC stipulates that:

“The management expenses in the Management Budget shall include but not be limited to the following:

- (s) the costs and expenses of maintaining (i) the Pedestrian Link(s) forming part of the Common Areas and Facilities, (ii) (upon the Pedestrian Link(s) forming part of the Commercial Accommodation being designated as and forming part of the Commercial Common Areas in any Sub-Deed in respect of the Commercial Accommodation and thereafter) such part(s) of the Pedestrian Link(s) designated as and forming part of the Commercial Common Areas, (iii) (upon the Pedestrian Link(s) forming part of the Car Park Areas being designated as and forming part of the Car Park Common Areas in any Sub-Deed in respect of the Car Park Areas and thereafter) such part(s) of the Pedestrian Link(s) designated as and forming part of the Car Park Common Areas and (iv) (upon the Footbridge Connections forming part of the Commercial Accommodation being designated as and forming part of the Commercial Common Areas in any Sub-Deed in respect of the Commercial Accommodation and thereafter) the Footbridge Connections in good and substantial repair and condition to the satisfaction of the Director of Lands pursuant to Special Conditions Nos.(32)(c) and (33)(a) of the Government Grant;

but such costs, charges and expenses shall exclude expenditure of a capital nature or of a kind not expected to be incurred annually, which shall be payable out of the Special Fund hereinafter mentioned. Expenditure of a capital nature or of a kind not expected to be incurred annually shall include but not be limited to those relating to establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and Facilities PROVIDED THAT prior approval by a resolution of the Owners at an Owners’ meeting convened under this Deed is required for any improvement works referred to in this Clause which involves expenditure in excess of 10% of the current annual Management Budget.”

5. The space for the loading and unloading of goods vehicles for the shared use with the occupiers of the RCHE and their bona fide guests, visitors or invitee

Section I of the DMC stipulates that:

“In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

“**Non-Industrial / RCHE Loading and Unloading Space**” means the one (1) loading and unloading space provided within the Development in accordance with Special Condition No.(42)(a)(ii)(III) of the Government Grant, which for the purpose of identification, is shown coloured Brown and marked “HGV 2 (RCHE/ (RETAIL SHARE)” on the GROUND FLOOR PLAN (Drawing No. A-DMC-03) (certified as to its accuracy by the Authorized Person) annexed hereto, and such space shall be a space shown on the Car Park Layout Plans.

“**Car Park Areas**” means all those areas or parts of the Land and the Development which are for the purpose of identification shown coloured Brown and Brown Dash Hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto, and including any sub-divided part or portion thereof and to which

Undivided Shares in the Land and the Development have been or may be allocated, and which include, without limiting the generality of the foregoing, among others:-

- (iv) the Non-Industrial / RCHE Loading and Unloading Space;”

Clause 12(c)(ii) of Section II of the DMC stipulates that:

“For the avoidance of doubt and notwithstanding any provisions herein contained, the single Owner of the whole of the Car Park Areas shall have the right at any time(s) and from time to time as he shall think fit to do all or any of the following acts or deeds and to exercise all or any of the following rights:-

- (c) The right to enter into a Sub-Deed in respect of the Car Park Areas with any other Owner or Owners of the sub-divided portion(s) of the Car Park Areas, or any part(s) thereof, to regulate and define their rights and obligations Provided That:
 - (ii) the Non-Industrial / RCHE Loading and Unloading Space must be designated as and form part of the Commercial Common Areas in such Sub-Deed (which designation shall not require any approval by a resolution of Owners at an Owners’ meeting convened under this Deed);”

Clause 1(e) of Subsection D of Section III of the DMC stipulates that:

“F.S.I., its lessees, tenants, licensees and persons authorized by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:-

- (e) the full right and liberty at all times daily on a 24-hour basis without payment of any fees, costs or charges freely and uninterruptedly (in common with all persons having the like right) to (i) (before execution of the Sub-Deed in respect of the Car Park Areas (if executed)) go pass or repass, with or without motor vehicles, over and along the Car Park Areas, including but not limited to via driveways to access to, from and through the vehicular entrance and exit of the Development on the ground floor, or (ii) (upon execution of the Sub-Deed in respect of the Car Park Areas (if executed)) go, pass and repass, with or without motor vehicles, over and along the Car Park Common Areas, including but not limited to via driveways to access to, from and through the vehicular entrance and exit of the Development on the ground floor, and to use the Car Park Common Facilities for all purposes connected with the proper use and enjoyment of the RCHE Parking Space (forming part of the Government Accommodation) and also the Non-Industrial / RCHE Loading and Unloading Space (without limiting the generality of the foregoing, F.S.I., its lessees, tenants, licensees and persons authorized by it and the Owner(s) and occupier(s) for the time being of the Government Accommodation shall have the full right and liberty (in common with all persons having the like right) to go, pass and repass, with or without motor vehicles, over and along the parts of the Car Park Areas via the access routes which are for the purpose of identification shown marked with Indigo dotted lines on the GROUND FLOOR PLAN (Drawing No. A-DMC-03) (certified as to its accuracy by the Authorized Person) annexed hereto);”

Clause 3 of Subsection D of Section III of the DMC stipulates that:

“The occupiers of the RCHE, their bona fide guests, visitors or invitees (in common with all persons having the like right) shall have the right to use the Non-Industrial / RCHE Loading and Unloading Space pursuant to Special Condition No.(42)(a)(ii)(III) of the Government Grant.”

Clause 2 of Subsection C of Section V of the DMC stipulates that:

“The Non-Industrial / RCHE Loading and Unloading Space shall only be used for such purposes in accordance with the Government Grant.”

6. The Public Vehicle Park

Section I of the DMC stipulates that:

“In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

“**Public Vehicle Park**” means the Public Vehicle Park as defined in Special Condition No.(44)(a) of the Government Grant. The parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park are as provided and

laid out in accordance with the Public Vehicle Park Layout Plan (as defined in Special Condition No.(44)(b) of the Government Grant) approved by the Director of Lands under Special Condition No.(44)(b) of the Government Grant. The Public Vehicle Park is for the purpose of identification shown coloured Brown Dash Hatched Black on the BASEMENT LEVEL 2 FLOOR PLAN (Drawing No. A-DMC-01) and BASEMENT LEVEL 1 FLOOR PLAN (Drawing No. A-DMC-02) (certified as to their accuracy by the Authorized Person) annexed hereto.

“**Car Park Areas**” means all those areas or parts of the Land and the Development which are for the purpose of identification shown coloured Brown and Brown Dash Hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed hereto, and including any sub-divided part or portion thereof and to which Undivided Shares in the Land and the Development have been or may be allocated, and which include, without limiting the generality of the foregoing, among others:-

- (i) the Public Vehicle Park;”

Clause 2(e) of Subsection E of Section IV of the DMC stipulates that:

“Each Undivided Share and the exclusive right to hold, use, occupy and enjoy each Unit is held subject to the following:

- (e) Pursuant to Special Condition No.(44)(g) of the Government Grant, the Owners shall at all times permit all members of the public to have access to, from and through the Estate Common Areas for the purposes of gaining access to and from the Public Vehicle Park or any part or parts thereof.”

Clause 1 of Subsection C of Section V of the DMC stipulates that:

“The Residential Parking Spaces, the Residential Motor Cycle Parking Spaces and the parking spaces provided within the Public Vehicle Park shall only be used for such purposes in accordance with the Government Grant and without prejudice to the generality of the foregoing, no Owner shall use or permit or suffer to be used any of such spaces for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.”

Clause 4 of Subsection C of Section V of the DMC stipulates that:

“The First Owner (which expression, for the purpose of this Clause 4 only, shall exclude its assigns) shall, in accordance with Special Condition No.(44)(n) of the Government Grant, at its expense at all times during the term of the Government Grant uphold, maintain, repair, operate, conduct and manage at its own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and in all respects in accordance with all ordinances, bye-laws and regulations which are or may at any time be in force in Hong Kong and to the satisfaction of the Commissioner for Transport.”

7. The drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers

Clauses 1(m) and 1(at) of Subsection B of Section VI of the DMC stipulate that:

“The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:-

- (m) To keep all lighting equipment water and sewage systems in good and working order and in accordance with any laws and regulations applicable thereto and whenever it shall be necessary or convenient so to do at the Manager’s reasonable discretion and to enter into contracts with third parties for the maintenance thereof. The Manager shall also be responsible for all works required for any alteration to the sewage system and future connection of the same to the public culvert to be constructed if so required by the Government and all costs and expenses for such works shall be borne by the Owners.
- (at) To maintain any drainage system whether within or outside the Land which is required to be maintained pursuant to the provisions of the Government Grant.”

Clause 3(d) of Subsection D of Section VI of the DMC stipulates that:

“The management expenses in the Management Budget shall include but not be limited to the following:

- (d) the cost and expenses of maintaining the foundations, columns and other structures constructed or to be constructed for the support of the Development and such other areas or drains, nullahs, sewers, pipes, watermains and channels whether within or outside the Land that are required to be maintained under the Government Grant;

but such costs, charges and expenses shall exclude expenditure of a capital nature or of a kind not expected to be incurred annually, which shall be payable out of the Special Fund hereinafter mentioned. Expenditure of a capital nature or of a kind not expected to be incurred annually shall include but not be limited to those relating to establishment, improvement and replacement of installations, systems, facilities, equipment and apparatus within or forming part of the Common Areas and Facilities PROVIDED THAT prior approval by a resolution of the Owners at an Owners’ meeting convened under this Deed is required for any improvement works referred to in this Clause which involves expenditure in excess of 10% of the current annual Management Budget.”

16 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 描述

- (a) 批地文件特別條款第(4)(a)(i)條所提述的綠色範圍及該等構築物。
- (b) 批地文件特別條款第(14)(a)條所提述的政府樓宇。
- (c) 批地文件特別條款第(32)(d)條所提述的行人路。
- (d) 批地文件特別條款第(33)(a)條所提述的行人天橋接駁段。
- (e) 批地文件特別條款第(42)(a)(ii)(III)條所提述，與安老院的佔用人及其真正來賓、訪客或獲邀人士共同使用的供貨車作上落客貨用途的停車位。
- (f) 批地文件特別條款第(44)(a)條所提述的公眾停車場。
- (g) 批地文件特別條款第(57)條所提述的擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠。

2. 公眾使用該等設施的權利

- (a) 公眾有權按照批地文件使用上述第1(c)及1(f)段所述的設施。
- (b) 《一手住宅物業銷售條例》(第621章)附表1第1部第16(4)條不適用於上述第1(a)、1(b)、1(d)、1(e)或1(g)段所述的設施。

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

不適用。

C. 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休憩用地的大小

不適用。

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

不適用。

E. 顯示該等設施、休憩用地及土地中的該等部分的位置的圖則

請參閱本章節末附上的圖則。

F. 批地文件中關於該等設施、休憩用地及土地中的該等部分的條文

1. 綠色範圍及該等構築物

批地文件特別條款第(4)條規定：

「(a) 承批人須：

- (i) 於2027年9月30日(或署長批准的其他延長期限)或之前，自費以署長批准的方式及物料及按署長批准的標準、高度、定綫及設計，並使署長在各方面滿意的方式進行以下工程：
 - (I) 鋪設及構建在此夾附的圖則內以綠色顯示的未來公共道路的部分(下稱「綠色範圍」)；及
 - (II) 提供及建造署長以其獨有酌情權要求的橋樑、隧道、高架道路、地下通道、暗渠、高架橋、天橋、行人路、道路或其他構築物(以下統稱「該等構築物」)；

以致可在綠色範圍興建建築物及供車輛和行人交通於綠色範圍往來。

- (ii) 於2027年9月30日或署長批准的其他延長期限或之前，自費在綠色範圍鋪設路面、建造路緣及渠道，以及按署長要求為綠色範圍提供溝渠、污水渠、排水渠、有水管連接至總水喉管的消防

栓、街燈、交通標誌、街道設施及道路標記，以使署長滿意；及

- (iii) 自費保養綠色範圍及該等構築物及在該處建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及機器，以使署長滿意，直至綠色範圍的管有權按照特別條款第(5)條交回政府為止。

- (b) 如承批人未能在此特別條款第(a)分條中提述的期限內履行此特別條款第(a)分條之責任，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。

- (c) 署長毋須就任何對承批人或任何其他人士所造成或使承批人或任何其他人士蒙受的損失、損害、滋擾或干擾承擔任何法律責任，不論該等損失、損害、滋擾或干擾是否因承批人履行此特別條款第(a)分條的責任或政府行使此特別條款第(b)分條的權利或其他原因而引起或附帶引起的，承批人亦不得就任何該等損失、損害、滋擾或干擾向政府或署長或其授權人員提出索償。」

批地文件特別條款第(5)條規定：

「僅為了進行特別條款第(4)條指明的工程，承批人將於本協議日期獲授予綠色範圍之管有權。承批人須在署長要求時將綠色範圍交還予政府，及在任何情況下綠色範圍亦會被視作在署長發函指明承批人已履行此等條款並使署長滿意之日交還予政府。承批人在管有綠色範圍期間須允許所有政府及公眾汽車及行人交通於任何合理時間自由進出及通行綠色範圍，並確保不會因進行工程(不論是否特別條款第(4)條下的工程或其他工程)而干擾或阻礙該通行權。」

批地文件特別條款第(6)條規定：

「承批人不得在未經署長事先書面同意下使用綠色範圍作儲存用途或搭建任何臨時構築物或作任何進行特別條款第(4)條指明工程以外的用途。」

批地文件特別條款第(7)條規定：

「(a) 承批人須於其擁有綠色範圍的管有權期間的所有合理時間：

- (i) 允許署長、其人員、承辦商及任何其他獲署長授權的人士，有權通行、進出、往返及行經該地段及綠色範圍，以便視察、檢查及監督按照特別條款第(4)(a)條規定進行的任何工程，以及進行、視察、檢查及監督特別條款第(4)(b)條規定的工程，及任何其他署長認為於綠色範圍必要的工程；
- (ii) 允許政府及獲政府授權的相關公用事業公司在其要求時，有權通行、進出、往返及行經該地段及綠色範圍，以便在及綠色範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或毗鄰土地或場所提供電話、電力、煤氣(如有)及其他服務所需的其他傳導媒介及附帶設備。承批人須就以上在綠色範圍內進行的任何所述工程的所有相關事宜與政府及獲政府授權的相關公用事業公司充分合作；及
- (iii) 允許水務監督的人員和獲其授權的任何人士在其要求時，有權通行、進出、往返及行經該地段及綠色範圍，以便在綠色範圍內進行有關任何其他水務裝置的運作、保養、維修、更換及改動的任何工程。

- (b) 政府毋須就任何對承批人或任何其他人士所造成或使承批人或任何其他人士蒙受的損失、損害、滋擾或干擾承擔任何法律責任，不論該等損失、損害、滋擾或干擾是否由政府、其人員、代理人、承辦商及任何此特別條款第(a)分條下獲授權的任何其他人士或公用事業公司行使權利所引起或附帶引起的。」

2. 政府樓宇

批地文件特別條款第(14)條規定：

「(a) 承批人須以良好工藝的方式，並根據在此夾附的工程規格附表(下稱「工程規格附表」)及按特別條款第(15)(a)條批准的圖則，自費以署長批准的位置、方式及設計，及按署長批准的物料、標準及階段於該地段內興建、建造及提供以下樓宇，並使署長在各方面滿意：

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- (i) 一所根據《安老院條例》、其任何附屬規例及任何修訂法例定義的安老院，其淨作業樓面面積不少於1,354平方米（下稱「安老院」）；及
- (ii) 特別條款第(41)(f)條所指的安老院停車位，安老院停車位須闊3.0米及長8.0米，並須有最少3.3米淨空高度。

（此等樓宇必須在2027年9月30日或之前竣工並且適合佔用及運作，且此等樓宇（包括照明裝置、抽氣機、抽氣管道系統及路面或樓面（但不包括署長根據此等條款允許並非供該處獨家使用的電梯、自動扶梯、樓梯、機器、設備及其他設施）、牆、柱、樑、天花、天台樓板、行車路或樓板及任何其他結構件）連同任何署長以其絕對酌情權決定（署長的決定為最終決定並對承批人有約束力）專屬於該等樓宇的其他範圍、設施、服務設施及裝置，以下統稱「政府樓宇」）。

- (b) 政府特此保留按其絕對酌情權隨時改動或變更政府樓宇或其任何部分的用途之權利。
- (c)
 - (i) 就釐定政府樓宇任何部分的淨作業樓面面積而言，除非另有說明，否則淨作業樓面面積將視作包括工程規格附表列明政府樓宇該部分內所有房間及空間的淨樓面面積之總和，但不包括任何構築物和間隔、流通地方、樓梯、樓梯大堂、電梯平台、廁所和淋浴設施所佔空間、電梯與空調系統等機電服務。
 - (ii) 就此特別條款而言，個別房間或空間的淨樓面面積指該房間或空間圍牆或邊界範圍包圍範圍內（由該房間或空間內已建成或概念性牆壁表面、獨立柱或牆柱之間量度）的淨樓面面積。
- (d) 就計算批地文件特別條款第(12)(c)條規定的整體樓面總面積而言，按此特別條款第(a)分條於該地段擬建建築物中將興建、建造及提供的政府樓宇之總樓面面積不得納入計算。就此等條款而言，政府樓宇之總樓面面積由署長決定，其對此方面的決定為最終決定並對承批人有約束力。」

批地文件特別條款第(15)條規定：

- 「(a)
 - (i) 承批人須向署長提交或達致提交政府樓宇之圖則以供署長書面批核。政府樓宇圖則須包括政府樓宇的水平、位置及設計的詳細資料，以及署長要求的其他詳細資料。
 - (ii) 政府樓宇圖則獲批後，除非獲署長事前書面批准或如署長所要求，否則承批人不得改動、更改、變更、修改或取代政府樓宇圖則。
 - (iii) 根據此第(a)分條獲批准的政府樓宇圖則將被視作已包括署長事後批准或要求的任何改動、更改、變更、修改或取代內容。
- (b) 在署長根據此特別條款第(a)分條批准政府樓宇圖則之前，在該地段內不得展開任何建築工程（土地勘測及地盤平整工程除外）。
- (c) 就此等條款而言，「建築工程」、「土地勘測」及「地盤平整工程」根據《建築物條例》、其任何附屬規例及任何修訂法例定義。」

批地文件特別條款第(16)條規定：

- 「(a) 署長有絕對酌情權以其認為恰當的方式改動、更改、變更、修改或取代工程規格附表。
- (b) 承批人必須得到署長事先書面批准，方可改動、更改、變更、修改或取代工程規格附表。
- (c) 署長根據此特別條款第(a)分條對工程規格附表進行的改動、更改、變更、修改或取代，或承批人得到署長根據此特別條款第(b)分條批准而對工程規格附表進行的改動、更改、變更、修改或取代，一律視作已納入工程規格附表並構成其部分。
- (d) 若工程規格附表與此等條款之間存在任何不一致或差異，以此等條款為準。」

批地文件特別條款第(17)條規定：

- 「(a) 署長有絕對酌情權提名政府部門人員（下稱「政府人員」）一般性地監管政府樓宇的設計、建造、提供及完工，並監察其建造、提供及完工情況（以下統稱「建築工程」），以確保政府樓宇的建築工程有按照此等批地條款進行。
- (b) 承批人、其僱員、代理人、承辦商及工人一旦知悉影響或關乎政府樓宇或其任何部分或政府樓宇或其任何部分建築工程的任何情況、限制、規定及資訊，承批人必須立即通知政府人員，並須提供所

有圖則、工地記錄、通知、信函、證書、批准書及資料，以及應政府人員要求提供所有必要支援和充分合作。

- (c) 就承批人何時可以向建築事務監督申領政府樓宇或其任何部分申領關佔用許可證或臨時佔用許可證的事宜，承批人應不時通知署長及政府人員。就此等條款而言，「建築事務監督」根據《建築物條例》、其任何附屬規例及任何修訂法例定義。
- (d) 就政府人員行使此特別條款第(a)分條所賦予權力所直接或間接引致或與之有關的任何損失、索償、損害賠償、支出、費用、開支、要求、訴訟及法律程序（不論任何及如何引致），政府概不承擔任何責任或法律責任。
- (e) 承批人須就政府樓宇或其任何部分之建築工程而直接或間接所引致或與之有關的一切責任、索償、損失、損害賠償、支出、費用、開支、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其持續獲得彌償。」

批地文件特別條款第(18)條規定：

- 「(a) 除向政府支付其要求的任何其他款項外，及在不影響此等條款或其他原因賦予政府的權利下，倘若承批人未能在特別條款第(14)(a)條所訂的日期或之前竣工及使政府樓宇適合佔用及運作，以使署長滿意，承批人須在政府要求時向其付款（特此同意該有關款項為算定損害賠償而非罰款），收費率為每日港幣13,000.00元，由特別條款第(14)(a)條所訂的日期翌日開始直至並包括署長根據特別條款第(19)條發出的完工證明書所指明的日期每日計收，惟如承批人拖欠全數或部分該等算定損害賠償，則在不影響署長在此等條款所載的其他權利及補償權下，署長有權從特別條款第(21)(a)條規定應付予承批人的款項中扣除上述算定損害賠償。
- (b) 為免生疑問，現協議及聲明，政府接受任何此特別條款第(a)分條所指的算定損害賠償付款，並不會免除承批人仍須遵守及履行的任何責任。」

批地文件特別條款第(19)條規定：

- 「(a) 承批人須在政府樓宇或其有關部分落成後14日內向署長提交證明書，該證明書由承批人就發展該地段而聘用之認可人士（按《建築物條例》、其任何附屬規例及任何修訂法例界定）簽發及證明政府樓宇或其有關部分已根據此等條款建成。
- (b) 如署長認為（署長就此的決定為最終決定並對承批人有約束力）政府樓宇已以其滿意的方式建成並適合佔用及運作，便會就此向承批人發出完工證明書。然而，署長有絕對酌情權就其認為已以其滿意的方式建成並適宜佔用及運作的部分政府樓宇簽發完工證明書。
- (c) 儘管署長已簽發任何完工證明書，承批人按本批地文件特別條款第(17)(c)條及第(24)條而須負上的任何責任不會因此免除，並且承批人按此等條款而仍須遵守和履行的任何其他責任亦不會因此免除。」

批地文件特別條款第(20)條規定：

- 「(a) 在接到署長通知時，承批人須自費以不帶任何產權負擔的形式將此特別條款第(b)分條指明的不分割份數及空置管有權連同獨家使用、佔用和享用政府樓宇的權利一併轉讓予財政司司長法團（即根據《財政司司長法團條例》、其任何附屬規例及任何修訂法例成立的單一法團）（下稱「財政司司長法團」，如上下文意允許，「財政司司長法團」一詞之釋義包括其繼承人及受讓人），且承批人須在署長可以書面形式指明的時限內完成已根據本批地文件特別條款第(19)(b)條獲發完工證明書的政府樓宇的轉讓。
- (b) 按此特別條款第(a)分條轉讓予財政司司長法團的該地段整體不分割份數數額，將由署長根據政府樓宇總樓面面積佔已建或擬建於該地段所有建築物總樓面面積之比例釐定。署長就此的決定為最終決定並對承批人有約束力。
- (c) 在接到署長通知時（不論承批人是否根據此特別條款第(a)分條的規定被要求轉讓），承批人須向署長提交或達致提交政府樓宇的轉讓契，以供署長書面批核。轉讓契須採取署長指定或批准的格式並載有署長指定或批准的該等條文。
- (d) 政府樓宇的轉讓完成後，承批人須自費向財政司司長法團提交一套該地段的業權契據及業權文件的

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正本或核證文本，以及由承批人的代表律師填妥並簽發證明書核實的政府樓宇的轉讓契註冊摘要。於土地註冊處註冊轉讓契的所有應繳費用須由承批人獨力承擔。」

批地文件特別條款第(21)條規定：

- 「(a) 除批地文件特別條款第(18)(a)條另有規定外，財政司司長法團須向承批人以一整筆款項的方式支付港幣59,300,000.00元或一筆金額相等於政府樓宇真實建築成本的款項(該金額由署長經考慮按此特別條款第(b)分條提交的報表後釐定)，以較低者為準，作為根據批地文件特別條款第(20)條規定轉讓政府樓宇的代價。
- (b) 承批人須在切實可行的範圍內盡快(但無論如何須在接到署長通知30日內)向署長提交或達致提交一份書面報表(下稱「報表」)，以供署長核查和批核。該書面報表須由承批人就發展該地段而聘用之認可人士(按《建築物條例》、其任何附屬規例及任何修訂法例界定)妥為核證，當中指明承批人為根據此等條款興建、建造及提供政府樓宇或其任何部分(該政府樓宇或其任何部分已根據本批地文件特別條款第(19)條獲發完工證明書)而專門付出的款項(包括(如有)所有專業費用、支出、監督、開支與任何其他承批人可因進行與之專門有關的工程及供應材料而產生或與之相關的費用)。
- (c) 署長有絕對及不受約束的權力決定報表中指明的任何款項是否構成此特別條款第(a)分條提述的真實建築成本之部分，並且通知承批人以書面闡述報表所載的任何細節及要求承批人提供署長認為必要的任何佐證文件。署長就真實建築成本的決定為最終決定並對承批人有約束力。」

批地文件特別條款第(22)條規定：

「署長有權在承批人根據本批地文件特別條款第(20)條轉讓政府樓宇之前，隨時要求承批人交付已根據本批地文件特別條款第(19)(b)條簽發完工證明書的政府樓宇的空置管有權。承批人須應要求向政府交付政府樓宇的空置管有權，以供政府按照署長認為恰當的條款與條件專門使用、佔用及運作。」

批地文件特別條款第(23)條規定：

- 「(a) 在不影響特別條款第(24)條之規定下，承批人須自費並以使署長在各方面滿意的程度，在特別條款第(24)(a)(ii)條提述的維修責任期屆滿前的所有時間保養政府樓宇及該處的屋宇服務裝置，以保持其狀態良好。
- (b) 僅就此特別條款而言，「承批人」一詞不包括其受讓人。」

批地文件特別條款第(24)條規定：

- 「(a) 承批人須就政府樓宇及該處的屋宇服務裝置的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程(不論是關於工藝、物料、設計或其他原因)，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府及財政司司長法團作出彌償及使其持續獲得彌償，其中包括：
- (i) 在承批人交付政府樓宇管有權當日已存在者；及
- (ii) 在承批人交付政府樓宇管有權當日後365日內(下稱「維修責任期」)出現或呈現者。
- (b) 如署長或財政司司長法團或兩者要求，承批人須自費於署長或財政司司長法團或兩者指定的時限內以其指定的標準及方式進行所有保養、維修、修改、重建及糾正工程及任何其他所需工程，以補救及糾正政府樓宇或其任何部分及該處的屋宇服務裝置於任何維修責任期內出現或呈現的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。除此之外，承批人須自費於署長或財政司司長法團或兩者指定的時限內以其指定的標準及方式修復及糾正政府樓宇或其任何部分及該處的屋宇服務裝置於承批人交付管有權當日已存在的任何欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。
- (c) 維修責任期即將屆滿時，署長或財政司司長法團或兩者將安排進行檢驗政府樓宇及該處的屋宇服務裝置，以查找任何明顯的欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。署長及財政司司長法團各自保留權利於維修責任期屆滿後14日內向承批人發出一份或多份建築瑕疵細目表，列明政府樓宇及該處的屋宇服務裝置任何明顯的欠妥、失修、不善、故障、失靈或任何其他尚未完成工程。承批人須自費安排進行所有所需工程，以在署長或財政司司長法團或兩者指定的時限內，以其指定的標準及方式補救及糾正此等缺失。

- (d) 如承批人未能進行任何此特別條款第(b)及(c)分條所指的工程，政府或財政司司長法團或兩者可進行任何該等工程，而承批人須按要求支付經署長核證(其決定為最終決定並對承批人有約束力)為政府或財政司司長法團或兩者因此招致的所有相關費用及支出，另加相等於該等費用及支出總額百分之二十的金額作行政費用。惟政府或財政司司長法團或兩者有權從此特別條款第(e)分條所指的保證金中扣除此第(d)分條下承批人到期應付政府或財政司司長法團或兩者的費用、支出及付費。倘若根據此特別條款第(e)分條所指的保證金不足以支付承批人到期應付政府或財政司司長法團或兩者的所有費用、支出及付費，承批人須按要求補付差額。
- (e) 承批人須在依照特別條款第(20)條轉讓政府樓宇的同時，向政府支付港幣5,930,000.00元的保證金(下稱「保證金」)。受限於此特別條款第(d)分條但書之規定，當政府樓宇的維修責任期屆滿而承批人已以使人滿意的方式進行署長或財政司司長法團或兩者要求的所有保養、維修、修改、重建及糾正工程及任何其他尚未完成工程之時，保證金將到期應付予承批人(現明確聲明及協議，保證金或其任何部分均不會計付任何利息)。
- (f) 僅就此特別條款而言，「承批人」一詞不包括其受讓人。」

批地文件特別條款第(25)條規定：

「承批人須按工程規格附表規定，在切實可行的範圍內盡快(但無論如何須在承批人交付政府樓宇的管有權起計8星期內)自費向署長提交所有相關文件、圖則及材料。」

批地文件特別條款第(26)條規定：

- 「(a) 承批人須在此協定的整個批租年期內，自費(惟財政司司長法團可根據特別條款第(38)(a)(ii)(I)條的規定分擔款項)保養以下項目(下稱「該等項目」)，以令署長在各方面滿意：
- (i) 政府樓宇的外部飾面及政府樓宇的、裡面、四周、內、其上及其下所有牆、柱、樑、天花、天台樓板、行車路或樓板的結構及任何其他結構件；
- (ii) 所有服務政府樓宇及該地段上發展項目的餘下部分使用的電梯、自動扶梯及樓梯；
- (iii) 屬於政府樓宇及該地段上發展項目的餘下部分的服務系統一部分之所有屋宇服務裝置、機器及設備(包括但不限於可攜及不可攜的消防裝置設備)；
- (iv) 政府樓宇之下所有結構樓板，連同該處內部及其下的排水系統；及
- (v) 服務政府樓宇及該地段上發展項目的餘下部分的所有其他公共部分及設施。
- (b) 承批人須就其未能保養該等項目而直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府及財政司司長法團作出彌償及使其持續獲得彌償。
- (c) 僅就此特別條款而言，「承批人」一詞不包括財政司司長法團。」

批地文件特別條款第(41)(f)條規定：

「(f) 該地段內須提供一個停車位作停泊根據道路交通條例獲發牌及附有車尾升降台的小型巴士之用並供安老院的營運者及其真正來賓、訪客或獲邀人士獨家使用(下稱「安老院停車位」)，以使運輸署署長滿意，該停車位須毗鄰於安老院及特別禁止用於存放、陳列或展示汽車作銷售或其他目的或提供汽車清潔及汽車美容服務。就此等條款而言，「小型巴士」根據道路交通條例定義。」

3. 行人路

批地文件特別條款第(32)(d)條、第(32)(e)條、第(32)(f)條、第(32)(g)條及第(32)(h)條規定：

- 「(d) 承批人須自費並以使署長在各方面滿意的程度在該地段內提供一段或多段闊度為6米(或其他署長批准的闊度)的行人路，以連接特別條款第(33)(a)條所指的行人天橋接駁段(下稱「行人路」)。
- (e) 承批人須在特別條款第(33)(a)條所指的行人天橋接駁段建造完成後及此後在此協定的整個批租年期內，保持根據此特別條款第(d)分條要求提供的行人路每日24小時開放，供公眾免費及暢通無阻地使用。
- (f) 現明文協定、聲明及規定，就向承批人施加此特別條款第(e)分條所載的責任，承批人並無意而政府

亦無同意撥供予公眾行人路之通過權。

- (g) 現明文協定及聲明，不會因承批人在此特別條款第(e)分條的責任而產生任何額外地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文或根據其他依據)的寬免或權利的期望，亦不會引起為或就上述寬免或權利的申索；為免生疑問，承批人明文放棄任何及所有就或為根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文所訂額外地積比率的寬免或權利的申索。
- (h) 署長可以其獨有酌情權決定行人路的全部範圍或其部分可不納入計算特別條款第(12)(c)條訂明的總樓面面積，署長就此的決定為最終決定並對承批人有約束力。」

4. 行人天橋接駁段

批地文件特別條款第(33)條規定：

- 「(a) 承批人須於2027年9月30日(或經署長批准的其他日期)或之前，自費並以使署長在各方面滿意的程度提供、建造並在其後保養、維護、管理及維修該地段內的結構支撐及在該地段上已建或擬建之一幢或多幢建築物週邊D點及D1點、P點及P1點及N點及N1點(在此夾附的圖則分別顯示及標示)或署長以書面批准的其他接駁點之間的接駁(該等結構支撐及接駁以下統稱為「行人天橋接駁段」)，以保持其修繕妥當及狀況良好並使署長滿意。行人天橋接駁段將用以接收未來行人天橋(「行人天橋」)，以便可以進行行人天橋的建造，並且可以通過行人天橋進出行人路。承批人須依照署長所要求或批准的高度、水平、闊度及位置、材料以及設計、規格、標準及水平建造行人天橋接駁段。
- (b) 政府及獲政府授予該等權利的人士在免除所有費用及支出的情況下，獲保留享有支撐及接駁行人天橋至行人天橋接駁段上之D點及D1點、N點及N1點及P點及P1點(在此夾附的圖則分別顯示及標示)或其他署長以書面批准的接駁點之間任何位置的權利。
- (c) 政府及獲政府授予該等權利的人士在免除所有費用及支出的情況下，獲保留一切通行、進出、往返及行經該地段或其任何部分的權利及佔用該地段或其任何部分的權利，以更新及拆卸行人天橋。
- (d) 如承批人未能在此特別條款第(a)或(g)分條中分別提述的訂明期限內履行此特別條款第(a)及(g)分條之責任，政府及其人員、代理人、特許持有人、其承辦商及工人或任何獲政府妥為授權之其他人士可提供、建造並在其後保養、維護、管理及維修行天橋接駁段，以保持其修繕妥當及狀況良好，有關費用由承批人支付，承批人須在政府要求時支付政府一筆與有關費用相等之金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (e) 即使此特別條款第(a)、(d)及(g)分條另有規定，政府及其人員、代理人、特許持有人、其承辦商及工人或獲政府授權之其他人士，不論是否備有工具、設備、機械或汽車，有權在此協定的整個批租年期內的任何合理時間並在給予承批人事先通知後自由通行、進出、往返及行經該地段或其任何部分及在該地段上已建或擬建之一幢或多幢建築物或其任何部分，以提供、建造、接駁並在其後視察、管理、保養、維修及更新行人天橋接駁段及視察、檢查及監督此特別條款第(a)及(g)分條規定的工程。
- (f) 政府及被賦予此特別條款第(b)、(c)、(d)及(e)分條權利的人士毋須就任何對承批人所造成或使承批人蒙受的損失、損害、滋擾或干擾承擔任何法律責任，不論該等損失、損害、滋擾或干擾是否因其行使此特別條款第(b)、(c)、(d)及(e)分條賦予的權利而引起或附帶引起的，且承批人亦不得就任何該等損失、損害、滋擾或干擾向政府或被賦予此特別條款第(b)、(c)、(d)及(e)分條權利的人士提出索償或提出其他申索。
- (g) (i) 如該地段或其任何部分進行重建，以致需要拆卸行人天橋接駁段或其任何部分，承批人(如署長要求)須在署長指定的期限內自費並以使署長在各方面滿意的程度，按署長批准或要求的設計、規格、標準及水平、材料及闊度、高度及位置另行建造及完成新的結構支撐及接駁段作替代。
(ii) 如有任何新結構支撐及接駁段根據此特別條款第(g)(i)分條被建造，此等條款所指的「行人天橋接駁段」將被視作提述該等新結構支撐及接駁段。
- (h) 為免生疑問，承批人特此確認及同意政府並無保證未來將建造行人天橋，且政府毋須就因沒有建造行人天橋或其任何部分而引致的(不論如何引致)或與之相關的或導致的任何申索、損失或損害向承批人承擔任何法律責任。
- (i) 除非獲署長事先批准，不得對行人天橋接駁段或其任何部分進行改動或加建。

- (j) 特別條款第(32)(a)條所指的分段的行人路或行人道、行人路及行人天橋接駁段須被指定為並構成特別條款第(38)(a)(vi)條所指的公用地方之一部分。」

5. 與安老院的佔用人及其真正來賓、訪客或獲邀人士共同使用的供貨車作上落客貨用途的停車位

批地文件特別條款第(42)(a)(ii)(III)條、第(42)(d)條及第(42)(e)條規定：

- 「(a) 該地段內須按以下比率提供停車位，供根據道路交通條例獲發牌的貨車作上落客貨用途，以使運輸署署長滿意：
 - (ii) (III) 在此特別條款第(a)(ii)(I)或(a)(ii)(IV)分條所提供的停車位之中，須在社會福利署署長所要求或批准的位置提供一個闊3.5米及長11.0米，並有最少4.7米淨空高度的停車位，以與安老院的佔用人及其真正來賓、訪客或獲邀人士共同使用；及
- 就此等條款而言，「貨車」根據道路交通條例定義。
- (d) 根據此特別條款第(a)分條所提供的停車位不得用作與在該分條所指的一幢或多幢建築物或其任何部分有關的貨車作上落客貨用途以外的任何其他用途。
- (e) 就計算根據此特別條款第(a)分條所提供的停車位的數目而言，任何擬用作停車、上落客貨或特別條款第(44)(a)條所指的公眾停車場的樓面面積均不被計算在內。」

批地文件特別條款第(47)條規定：

「即使特別條款第(46)條另有規定，訪客停車位、傷殘人士停車位及根據特別條款第(41)(e)及(42)條於該地段內提供的停車位須被指定為並構成公用地方的一部分。」

6. 公眾停車場

批地文件特別條款第(44)條規定：

- 「(a) 除根據及按照特別條款第(41)及(42)條要求提供的停泊及上落客貨停車位之外，承批人須於2027年9月30日(或其他經署長批准的日期)或之前，自費並按照此等條款及此特別條款第(b)分條所指及所批准的公眾停車場布局圖於該地段內興建、建造、提供及保養一個公眾停車場(下稱「公眾停車場」)，以使署長在各方面滿意。承批人須於公眾停車場內提供：
 - (i) 130個停車位以供停泊根據道路交通條例獲發牌的汽車，而每個該等停車位須闊2.5米及長5.0米，並有最少2.4米淨空高度，惟在根據此特別條款第(a)(i)分條所提供的停車位之中，承批人須依照建築事務監督的要求或批准保留及指定該數目的停車位，以供傷殘人士停泊根據道路交通條例獲發牌的汽車，惟須於根據此特別條款第(a)(i)分條所提供的停車位之中保留及指定最少兩個停車位，及每個該等停車位的尺寸須依照建築事務監督的要求或批准而定；
 - (ii) 5個停車位以供停泊根據道路交通條例獲發牌的輕型貨車，而每個該等停車位須闊3.5米及長7.0米，並有最少3.6米淨空高度。就此等條款而言，「輕型貨車」根據道路交通條例定義。
- (b) 承批人須於本協議之日起計的24個曆月內或其他經署長批准延後的期限內，向署長提交或達致提交公眾停車場布局圖以供其書面批准，公眾停車場布局圖需標明停車位、迴旋處、樓層或水平的天花高度、出入途徑、流通區及任何其他署長可能要求的範圍及空間的布局(下稱「公眾停車場布局圖」)。公眾停車場的停車位、迴旋處、樓層或水平的天花高度、出入途徑、流通區及任何其他署長可能要求的範圍及空間須根據此特別條款第(b)分條署長所批准的公眾停車場布局圖提供及分布，以使署長在各方面滿意。承批人須根據此特別條款第(b)分條署長所批准的公眾停車場布局圖保養公眾停車場的停車位、迴旋處、樓層或水平的天花高度、出入途徑、流通區及任何其他範圍及空間，及不得在未經署長書面批准前改動經批准的公眾停車場布局圖。
- (c) 除署長事先書面批准的該等車輛通道，公眾停車場的樓層或水平不得用作或可通往任何車輛通道。
- (d) 公眾停車場內每一個及所有已提供之停車位須直接面向車道或足夠之流通區，以使任何汽車均能自或向車道或流通區駛進或駛離每一個停車位而不受阻礙。
- (e) 公眾停車場之出入管制站、吊閘、收費亭及進出安排之位置須經署長事先書面批准。
- (f) 公眾停車場布局之設計須令此特別條款第(a)分條所指的汽車進入公眾停車場時無需於該地段外排隊或等候。

16 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (g) 公眾停車場內提供的所有停車位須以時租、日租或月租的形式於所有時候供所有公眾人士停泊汽車，惟若停泊汽車連續超過一個曆月則須經運輸署署長事先書面批准。承批人須於所有時候允許所有公眾人士自由進出、往返及行經該地段的該等部分或任何在該地段上已建或擬建之一幢或多幢建築物以進出公眾停車場或其任何部分。
- (h) 就計算此特別條款第(12)(c)條所規定的整體總樓面面積而言，公眾停車場之總樓面面積及任何其他署長以其獨有酌情權認為適當的範圍或空間均不被計算在內。就此等條款而言，公眾停車場之整體總樓面面積須由署長決定，其決定為最終決定並對承批人有約束力。
- (i) 公眾停車場內所提供的停車位不得用作此特別條款第(a)(i)及(a)(ii)分條所規定的用途以外的任何其他用途，其中特別禁止在公眾停車場或其任何部分存放、陳列或展示汽車作銷售或作其他目的或提供汽車清潔及汽車美容服務。
- (j) 現明文協定、聲明及規定，就向承批人施加此特別條款第(g)分條所載的責任，承批人並無意而政府亦無同意撥供予公眾停車場或該地段的任何部分之通過權。
- (k) 現明文協定、聲明及訂明，不會因承批人在此特別條款第(g)分條的責任而引起任何額外上蓋面積或地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文)的寬免或權利的期望，亦不會引起為或就上述寬免或權利的申索；為免生疑問，承批人明文免除任何及所有就或為根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文所訂額外上蓋面積或地積比率的寬免或權利的申索。
- (l) 承批人須就任何承批人、其僱員、代理人、工人或承辦商履行此特別條款的責任時所作或遺漏的行為而引起或附帶引起的直接或間接所引致或與之有關的一切責任、索償、損失、損害賠償、支出、費用、開支、要求、訴訟及法律程序(不論任何及如何引致)，向政府作出彌償及使其持續獲得彌償。
- (m) 在此協定的整個批租年期內，不論在已符合此等條款以使署長在各方面滿意之前或之後，承批人不得將公眾停車場或其任何部分或其中任何權益轉讓、按揭、抵押、分租、放棄管有或以其他方式處置(不論是直接或間接保留、授予任何優先拒絕要約權、認購權或授權書，或任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議，惟承批人可按照此特別條款第(g)及(i)分條之規定分租公眾停車場內的停車位，惟在建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出佔用許可證或臨時佔用許可證(該佔用許可證或臨時佔用許可證涵蓋了與該租賃或租契相關的建築物或其部分)之前，該分租不得開始。
- (n) 承批人(僅就此特別條款而言不包括其受讓人)須在所有時間自費在此協定的整個批租年期內維護、保養、維修、運作、經營及管理公眾停車場及所有其構成或與其有關的部分，及在各方面遵守香港現行或於任何時間生效的一切條例、附例及規例，以使運輸署署長滿意。」

7. 擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠

批地文件特別條款第(57)條規定：

- 「(a) 承批人須在署長認為需要時，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及保養排水渠及渠道，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。且承批人須就因此等暴雨水或雨水造成之任何損害或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，承擔全責並向政府作出彌償及使其持續獲得彌償。
- (b) 從該地段接駁任何排水渠及渠道至政府雨水渠及污水渠(如已建成及已啟用)的工程可由署長進行，惟倘有由此引致的損失或損害，署長毋須向承批人承擔責任。且承批人須按要求向政府支付此等接駁工程的費用。抑或，上述工程亦可由承批人自費以署長滿意的方式進行。於該情況下，承批人須自費保養建於政府土地內建造的接駁工程之任何部分，並在政府要求時將其移交予政府，日後由政府自費保養，及承批人須按要求向政府支付上述接駁工程的技術審核費用。如承批人未能保養上述建於政府土地內建造的接駁工程之任何部分，署長可進行任何其認為需要該等保養工程，且承批人須按要求向政府支付有關工程的費用。」

註：

除另有註明外，此F部分內使用的所有詞語和詞句具有批地文件所賦予相同的含意。欲悉詳情請參考批地文件。批地文件的文本已
在售樓處提供以供公眾免費閱覽。

G. 指明住宅物業的每一公契中關於該等設施、休憩用地及土地中的該等部分的條文

除非在售樓說明書中另行定義，否則以下英文文本中以大楷顯示的用詞將等同於發展項目之公契及管理協議(下稱「公契」)內的該用詞的意義。

1. 綠色範圍及該等構築物

不適用。

2. 政府樓宇

公契第I節規定：

「在本公契中，除文意另有所指或允許外，下列字及詞具有下述所給予它們的涵義：

「**政府樓宇**」指根據政府批地書特別條款第(14)(a)條於該土地內興建、建造及提供的該等樓宇，包含：-

- (i) 根據《安老院條例》、其任何附屬規例及任何修訂法例定義的安老院(在本公契稱作「**安老院**」)；及
- (ii) 安老院小型巴士停車位(在本公契稱作「**安老院停車位**」)

(包括照明裝置、抽氣機、抽氣管道系統及路面或樓面(但不包括地政總署署長根據政府批地書允許並非供該處獨家使用的電梯、自動扶梯、樓梯、機器、設備及其他設施)、牆、柱、樑、天花、天台樓板、行車路或樓板及任何其他結構件)連同任何地政總署署長以其絕對酌情權決定專屬於該等樓宇的其他範圍、設施、服務設施及裝置。政府樓宇在附錄於本公契的GROUND FLOOR PLAN(圖則編號A-DMC-03)、FIRST FLOOR PLAN(圖則編號A-DMC-04)及SECOND FLOOR PLAN(圖則編號A-DMC-05)(經認可人士核證為準確)上以靛藍色顯示，以資識別。

「**該等項目**」指政府批地書特別條款第(26)(a)條所定義之該等項目，即：-

- (i) 政府樓宇的外部飾面及政府樓宇的、裡面、四周、內、其上及其下所有牆、柱、樑、天花、天台樓板、行車路或樓板的結構及任何其他結構件；
- (ii) 所有服務政府樓宇及發展項目的餘下部分使用的電梯、自動扶梯及樓梯；
- (iii) 屬於政府樓宇及發展項目的餘下部分的服務系統一部分之所有屋宇服務裝置、機器及設備(包括但不限於可攜及不可攜的消防裝置設備)；
- (iv) 政府樓宇之下所有結構樓板，連同該處內部及其下的排水系統；及
- (v) 服務政府樓宇及發展項目的餘下部分的所有其他公共部分及設施。」

公契第III節第D分節第1條規定：

「財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人擁有下列權利、特權及地役權的權益：-

- (a) 政府樓宇享有庇護、支撐物及保護的權利；
- (b) 讓氣體、電力、食水、污水、空調、電話及所有其他服務自由透過現時或於政府批地書批租年期內於該土地的任何部分及發展項目任何部分鋪設或越過的溝渠、污水管、排水渠、排煙管、管線、管道、水道、電纜、水管、電線及其他導體往來政府樓宇的權利；
- (c) 於任何時候全權酌情，自費改動、改道、更改、重鋪或還原任何政府樓宇或其任何部分專用的服務與設施(下稱「**政府樓宇服務**」)的權利，而無須獲得業主或管理人批准或同意，亦無須向業主或管理人支付任何費用。但是，在進行上述政府樓宇服務的改動、改道、更改、重鋪或還原工程時必須採取適當及足夠的預防措施，以確保不會對該土地內服務除政府樓宇以外發展項目其他部分的服務及設施造成損壞；
- (d) 為正確地使用及享用政府樓宇或其任何部分的目的，通行及再通行、進出、往返及使用公用地方與設施或其任何部分，以及使用和享用任何公用設施或其任何部分的權利；
- (e) 每天24小時隨時自由及暢通無阻地(與所有擁有同樣權利的人士共同)享有下述的充分權利和自由，且免於支付任何費用、支出或收費：(i)(於停車場範圍副公契簽立前(如簽立))通行及再通行、進出、往返停車場範圍(不論是否帶同汽車)，包括但不限於經由行車道往返及通過地下的發展項目車

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輛出入口，或(ii)(於停車場範圍副公契簽立後(如簽立))通行及再通行、進出、往返停車場公用地方(不論是否帶同汽車)，包括但不限於經由行車道往返及通過地下的發展項目車輛出入口，以及為妥善地使用和享用安老院停車位(構成政府樓宇之部分)與非工業/安老院上落客貨停車位的所有目的使用停車場公用設施(在不限制前文的概括性的原則下，財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人(與所有擁有同樣權利的人士共同)享有經由通道路線通行及再通行、進出、往返停車場範圍之部分(不論是否帶同汽車)的充分權利和自由，該等通道路線在附錄於本公契的GROUND FLOOR PLAN(圖則編號A-DMC-03)(經認可人士核證為準)上以靛藍色虛線顯示，以資識別)；

- (f) 在所有合理時間不論是否連同測量師、承辦商、工人及其他人，及不論是否攜帶汽車、機械、設備、物料及機器進入該土地或發展項目的任何部分的權利，以便於政府樓宇或其任何部分擴建或進行保養、維修、加建、改建及其他工程，以及進行政府樓宇服務或其任何部分的保養、維修、加建、改建、改道、更改、重鋪、還原及其他工程；
- (g) 遵照地政總署署長要求，享有暢通無阻進出政府樓宇的通行權；
- (h) 在政府樓宇或財政司司長法團認為合適的任何部分內、周圍及邊界上的牆、柱及其他結構組件安裝、豎立、展示、陳列、保養、維修、拆除和更新招牌及廣告的專有權，及進入該土地或發展項目任何部分的通行權，不論是否連同僱員、工人及其他人，及不論是否攜帶機械、設備、機器及物料，以便檢驗、安裝、豎立、展示、陳列、保養、維修、拆除及更新該等招牌及廣告；
- (i) 通往固定於政府樓宇的天台樓板、牆及其他結構組件上面、裡面或表面的照明管道、消防、通風及其他服務、設施、裝置、固定裝置、輔助工程、設備及物料的通行權；
- (j) 改變及運行政府樓宇或於政府樓宇內、周圍、其範圍內、其上及其下的牆、柱、樑、天花、天台板、行車道或樓板及其他結構組件上或其任何部分獨有使用和享用的附加服務的權利，及該土地或發展項目任何部分的相關通行權，不論是否連同僱員、工人及其他人，及不論是否攜帶機械、設備、機器及物料；及
- (k) 地政總署署長視為必要或恰當的其他權利、特權及地役權。」

公契第III節第D分節第2條規定：

「政府或財政司司長法團有權以其絕對酌情權於任何時候更改或修訂政府樓宇或其任何部分的用途，而無須獲得第一業主、其他業主或管理人批准或同意。」

公契第III節第D分節第4條規定：

「任何根據本第III節第D分節行使的地役權、權利及特權不須受限於管理人的任何准許、批准或同意。」

公契第V節第A分節第44條規定：

- 「(a) 業主(財政司司長法團作為政府樓宇的業主除外)須自費保養該等項目，使地政總署署長在所有方面滿意。
- (b) 該等項目須由管理人管理及保養。業主(財政司司長法團作為政府樓宇的業主除外)須就管理人未有管理及保養該等項目所引致(不論任何及如何引致及不論是直接或間接引致的)或與管理人未有管理及保養該等項目相關的一切責任、索償、損失、損害賠償、支出、費用、開支、要求、法律行動及訴訟向政府及財政司司長法團作出彌償，並使政府及財政司司長法團持續得到彌償。」

公契第V節第E分節第1條規定：

「政府樓宇(但非發展項目餘下部分)須由財政司司長法團作為政府樓宇的業主負責保養及管理。」

公契第VI節第B分節第1(ci)條及第1(cj)條規定：

「管理人須按本公契規定以妥善的方式管理該土地及發展項目，除本公契明文規定外，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列權力及職責，即：-

- (ci) 儘管本公契第V節第E分節第1條另有規定，應政府樓宇的業主要求，承擔進行保養專門服務政府樓

宇的服務、設施及裝置的工作，就此政府樓宇的業主須付還管理人進行該保養所支付的費用，前提是直至管理人已向政府樓宇的業主遞交費用估算連同證明文件及政府樓宇的業主認為必須的任何其他相關資料，而政府樓宇的業主已書面批准該費用估算及管理人將進行的保養工程，否則不得進行該保養。

- (cj) 管理及保養該等項目。」

公契第VI節第D分節第3(y)條規定：

「管理預算內的管理開支包括但不限於以下項目：

- (y) 管理及保養該等項目所招致的開支；

然而，該等開支、費用及支出不包括資本性質的開支或性質為預期不會每年須承付的開支，該等開支須從本公契下文提及的特別基金中支付。資本性質的開支或性質為預期不會每年須承付的開支包括但不限於設立、改善及更換公用地方與設施內的或構成公用地方與設施部分的裝置、系統、設施、設備及儀器的有關開支，但如進行本條提述的任何改善工程涉及的開支金額超過當前年度管理預算的10%，必須事前獲得各業主在根據本公契召開的業主大會中通過決議批准。」

公契第X節第13條規定：

「財政司司長法團作為政府樓宇的業主須就實際供政府樓宇使用或由該處的佔用人、其僱員、承辦商、代理人或訪客使用的設施或服務支付管理及保養費，然而，財政司司長法團的責任將由政府產業署署長或地政總署署長就此提名的人士釐定，且於任何情況下均不得超過根據政府樓宇所佔總樓面面積與已建或擬建於該土地上的所有建築物的總樓面面積的比例計算的管理及保養費的百分比。有關的維修及管理費的繳付責任將由政府樓宇的轉讓契的日期或交付政府樓宇的日期起計，以較早者為準。此外，除非及直至政府產業署署長或地政總署署長就此提名的人士已經以書面批准有關管理及保養費金額，否則財政司司長法團無須對任何管理及保養費承擔繳付責任。」

公契第X節第14條規定：

「財政司司長法團作為政府樓宇的業主無須就發展項目任何其他部分(不論是否公用地方與設施或其他地方)攤付任何管理及保養費，亦無須就政府產業署署長或地政總署署長就此提名的人士認為並非直接服務或以其它方式惠及政府樓宇的任何設施或服務的提供攤付任何管理及保養費。」

公契第X節第15條規定：

「儘管本公契載有任何相反的規定，財政司司長法團作為政府樓宇的業主無須繳付以下費用：

- (i) 管理費按金，
 - (ii) 特別基金或資本設備基金，事前經由政府產業署署長或地政總署署長就此提名的人士批准而確實服務政府樓宇或由該處佔用人、其僱員、承辦商、代理人或訪客使用的設施及服務相關的資本償還除外，
 - (iii) 政府樓宇相關的保險保費，
 - (iv) 裝修泥頭清理費，
 - (v) 逾期未繳管理及保養費的利息和罰款，
- 或同類付款。」

公契第X節第16條規定：

「儘管本公契載有任何相反的規定，財政司司長法團作為政府樓宇的業主獲豁免遵守裝修規則。」

公契第X節第17條規定：

「儘管本公契載有任何相反的規定，財政司司長法團作為政府樓宇的業主獲豁免使用第一業主或管理人提名的保養或檢修承辦商。」

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公契第X節第18條規定：

「儘管本公契載有任何相反的規定，若政府樓宇的業主需獲得管理人任何同意，管理人不得無理地拒絕給予同意，且管理人須免費給予有關同意。」

3. 行人路

公契第I節規定：

「在本公契中，除文意另有所指或允許外，下列字及詞具有下述所給予它們的涵義：

「**行人路**」指政府批地書特別條款第(32)(d)條所定義之行人路。行人路在附錄於本公契的FIRST FLOOR PLAN (圖則編號A-DMC-04)(經認可人士核證為準)上以橙色間黑虛線顯示，以資識別。

「**商場**」指該土地及發展項目中預定作商業及附屬用途的所有該等範圍和部分，在附錄於本公契的圖則(經認可人士核證為準)上以橙色和橙色間黑虛線顯示，以資識別，並包括任何已獲分配或將獲分配該土地及發展項目不分割份數之商場細分部分，並在不限制前文的概括性的原則下(除其他以外)包括：-

(i) 行人路；」

公契第II節第11(c)(i)條規定：

「為免生疑問及儘管本公契載有任何相反的規定，整個商場的單一業主有權於任何時候及不時在認為適當的情況下作出以下所有或任何行為並且行使以下所有或任何權利：-

(c) 有權與商場細分部分或其任何部分的任何其他業主簽立商場副公契，以規管及界定他們的權責，然而：

(i) 非工業上落客貨停車位(商場)、非工業傷殘人士停車位、行人天橋接駁段、商場內的行人連接通道、行人路、商場內的消防員升降機大堂及通往指定樓梯的防護門廊以及商場內的供安裝或使用天線分布或電訊網絡設施的範圍必須在該副公契指定為並納入商業公用地方一部分(有關指定毋須經各業主在根據本公契召開的業主大會中通過決議批准)；」

公契第IV節第C分節第(f)條規定：

「每一不分割份數連同獨家持有、使用、佔用及享用商場的權利受以下地役權、權利及特權所限：

(f) 直至行人路(構成商場的部分)在任何商場副公契指定為並納入商業公用地方一部分之時，商場的業主須根據政府批地書特別條款第(32)(e)條於整個政府批地書批租年期內保持行人路每日24小時開放，供公眾免費及暢通無阻地使用。」

公契第IV節第E分節第2(a)條規定：

「每一不分割份數連同獨家持有、使用、佔用及享用每個單位的權利受以下所限：

(a) 當行人路在任何商場副公契指定為並納入商業公用地方一部分時及其後，業主(包括但不限於商場細分部分的業主)須根據政府批地書特別條款第(32)(e)條於整個政府批地書批租年期內保持行人路每日24小時開放，供公眾免費及暢通無阻地使用。」

公契第V節第D分節第11條規定：

「直至行人路(構成商場的部分)在任何商場副公契指定為並納入商業公用地方一部分之時，商場的單一業主須根據政府批地書特別條款第(32)(e)條於整個政府批地書批租年期內保持行人路每日24小時開放，供公眾免費及暢通無阻地使用。」

公契第VI節第B分節第1(bv)條規定：

「管理人須按本公契規定以妥善的方式管理該土地及發展項目，除本公契明文規定外，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列權力及職責，即：-

(bv) 當行人路在任何商場副公契指定為並納入商業公用地方一部分時及其後，根據政府批地書特別條款第(32)(e)條作出所有行為和事情以確保行人路保持每日24小時開放，供公眾免費及暢通無阻地使用。」

4. 行人天橋接駁段

公契第I節規定：

「在本公契中，除文意另有所指或允許外，下列字及詞具有下述所給予它們的涵義：

「**行人天橋接駁段**」指政府批地書特別條款第(33)(a)條所定義之行人天橋接駁段。

「**商場**」指該土地及發展項目中預定作商業及附屬用途的所有該等範圍和部分，在附錄於本公契的圖則(經認可人士核證為準)上以橙色和橙色間黑虛線顯示，以資識別，並包括任何已獲分配或將獲分配該土地及發展項目不分割份數之商場細分部分，並在不限制前文的概括性的原則下(除其他以外)包括：-

(ii) 行人天橋接駁段；」

公契第II節第11(c)(i)條規定：

「為免生疑問及儘管本公契載有任何相反的規定，整個商場的單一業主有權於任何時候及不時在認為適當的情況下作出以下所有或任何行為並且行使以下所有或任何權利：-

(c) 有權與商場細分部分或其任何部分的任何其他業主簽立商場副公契，以規管及界定他們的權責，然而：

(i) 非工業上落客貨停車位(商場)、非工業傷殘人士停車位、行人天橋接駁段、商場內的行人連接通道、行人路、商場內的消防員升降機大堂及通往指定樓梯的防護門廊以及商場內的供安裝或使用天線分布或電訊網絡設施的範圍必須在該副公契指定為並納入商業公用地方一部分(有關指定毋須經各業主在根據本公契召開的業主大會中通過決議批准)；」

公契第IV節第E分節第2(b)條及第2(d)條規定：

「每一不分割份數連同獨家持有、使用、佔用及享用每個單位的權利受以下所限：

(b) 根據政府批地書特別條款第(33)(b)條，政府及獲政府授予該等權利的人士在免除所有費用及支出的情況下，獲保留享有支撐及接駁行人天橋至行人天橋接駁段上之D點及D1點、N點及N1點及P點及P1點(在政府批地書夾附的圖則分別顯示及標示)或其他地政總署署長以書面批准的接駁點之間任何位置的權利。

(d) 根據政府批地書特別條款第(33)(e)條，即使政府批地書特別條款第(33)(a)條、第(33)(d)條及第(33)(g)條另有規定，政府及其人員、代理人、特許持有人、其承辦商及工人或獲政府授權之其他人士，不論是否備有工具、設備、機械或汽車，有權在政府批地書批租年期內的任何合理時間並在給予業主事先通知後自由通行、進出、往返及行經該土地或其任何部分及在該土地上已建或擬建之一幢或多幢建築物或其任何部分，以提供、建造、接駁並在其後視察、管理、保養、維修及更新行人天橋接駁段及視察、檢查及監督政府批地書特別條款第(33)(a)條及第(33)(g)條規定的工程。」

公契第V節第A分節第46條規定：

「除非獲地政總署署長事先批准，不得對行人天橋接駁段或其任何部分進行改動或加建。」

公契第V節第D分節第12條規定：

「直至行人天橋接駁段(構成商場的部分)在任何商場副公契指定為並納入商業公用地方一部分之時，商場的單一業主須根據政府批地書特別條款第(33)(a)條以使地政總署署長滿意的程度保養、維護、管理及維修行人天橋接駁段，以保持其修繕妥當及狀況良好。」

公契第VI節第B分節第1(ck)條規定：

「管理人須按本公契規定以妥善的方式管理該土地及發展項目，除本公契明文規定外，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列權力及職責，即：-

(ck) 當行人天橋接駁段在任何商場副公契指定為並納入商業公用地方一部分時及其後，根據政府批地書特別條款第(33)(a)條以使地政總署署長滿意的程度保養、維護、管理及維修行人天橋接駁段，以保持其修繕妥當及狀況良好。」

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公契第VI節第D分節第3(s)條規定：

「管理預算內的管理開支包括但不限於以下項目：

- (s) 根據政府批地書特別條款第(32)(c)條及第(33)(a)條(i)以使地政總署署長滿意的程度保養構成公用地方與設施部分的行人連接通道，以保持其修繕妥當及狀況良好的開支及支出、(ii)(當構成商場部分的行人連接通道在任何商場副公契指定為並納入商業公用地方一部分時及其後)以使地政總署署長滿意的程度保養被指定為並納入商業公用地方一部分的該或該等行人連接通道部分，以保持其修繕妥當及狀況良好的開支及支出、(iii)(當構成停車場範圍部分的行人連接通道在任何停車場範圍副公契指定為並納入停車場公用地方一部分時及其後)以使地政總署署長滿意的程度保養被指定為並納入停車場公用地方一部分的該或該等行人連接通道部分，以保持其修繕妥當及狀況良好的開支及支出及(iv)(當構成商場部分的行人天橋接駁段在任何商場副公契指定為並納入商業公用地方一部分時及其後)以使地政總署署長滿意的程度保養行人天橋接駁段，以保持其修繕妥當及狀況良好的開支及支出；

然而，該等開支、費用及支出不包括資本性質的開支或性質為預期不會每年須承付的開支，該等開支須從本公契下文提及的特別基金中支付。資本性質的開支或性質為預期不會每年須承付的開支包括但不限於設立、改善及更換公用地方與設施內的或構成公用地方與設施部分的裝置、系統、設施、設備及儀器的有關開支，但如進行本條提述的任何改善工程涉及的開支金額超過當前年度管理預算的10%，必須事前獲得各業主在根據本公契召開的業主大會中通過決議批准。」

5. 與安老院的佔用人及其真正來賓、訪客或獲邀人士共同使用的供貨車作上落客貨用途的停車位

公契第I節規定：

「在本公契中，除文意另有所指或允許外，下列字及詞具有下述所給予它們的涵義：

「**非工業/安老院上落客貨停車位**」指發展項目內根據政府批地書特別條款第(42)(a)(ii)(III)條提供的一(1)個上落客貨停車位。非工業/安老院上落客貨停車位在附錄於本公契的GROUND FLOOR PLAN (圖則編號A-DMC-03)(經認可人士核證為準確)上以棕色顯示並標註為「HGV 2 (RCHE/ (RETAIL SHARE)」，以資識別，該停車位須為停車場布局圖上顯示的停車位。

「**停車場範圍**」指該土地及發展項目中的所有該等範圍和部分，在附錄於本公契的圖則(經認可人士核證為準確)上以棕色和棕色間黑虛線顯示，以資識別，並包括任何已獲分配或將獲分配該土地及發展項目不分割份數之停車場範圍細分部分，並在不限制前文的概括性的原則下(除其他以外)包括：-

- (iv) 非工業/安老院上落客貨停車位；」

公契第II節第12(c)(ii)條規定：

「為免生疑問及儘管本公契載有任何相反的規定，整個停車場範圍的單一業主有權於任何時候及不時在認為適當的情況下作出以下所有或任何行為並且行使以下所有或任何權利：-

- (c) 有權與停車場範圍細分部分或其任何部分的任何其他業主簽立停車場範圍副公契，以規管及界定他們的權責，然而：
- (ii) 非工業/安老院上落客貨停車位必須在該副公契指定為並納入商業公用地方一部分(有關指定毋須經各業主在根據本公契召開的業主大會中通過決議批准)；」

公契第III節第D分節第1(e)條規定：

「財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人擁有下列權利、特權及地役權的權益：-

- (e) 每天24小時隨時自由及暢通無阻地(與所有擁有同樣權利的人士共同)享有下列的充分權利和自由，且免於支付任何費用、支出或收費：(i)(於停車場範圍副公契簽立前(如簽立))通行及再通行、進出、往返停車場範圍(不論是否帶同汽車)，包括但不限於經由行車道往返及通過地下的發展項目車輛出入口，或(ii)(於停車場範圍副公契簽立後(如簽立))通行及再通行、進出、往返停車場公用地方(不論是否帶同汽車)，包括但不限於經由行車道往返及通過地下的發展項目車輛出入口，以及為妥善地使用和享用安老院停車位(構成政府樓宇之部分)與非工業/安老院上落客貨停車位的所有目的使用停車場公用設施(在不限制前文的概括性的原則下，財政司司長法團、其承租人、租戶、特許持有人、獲其授權的人士及政府樓宇現任業主及佔用人(與所有擁有同樣權利的人士共同)享有經由通

道路線通行及再通行、進出、往返停車場範圍之部分(不論是否帶同汽車)的充分權利和自由，該等通道路線在附錄於本公契的GROUND FLOOR PLAN (圖則編號A-DMC-03)(經認可人士核證為準確)上以靛藍色虛線顯示，以資識別)；」

公契第III節第D分節第3條規定：

「安老院的佔用人及其真正來賓、訪客或獲邀人士有權根據政府批地書特別條款第(42)(a)(ii)(III)條(與所有擁有同樣權利的人士共同)使用非工業/安老院上落客貨停車位。」

公契第V節第C分節第2條規定：

「非工業/安老院上落客貨停車位只可按政府批地書規定的目的使用。」

6. 公眾停車場

公契第I節規定：

「在本公契中，除文意另有所指或允許外，下列字及詞具有下述所給予它們的涵義：

「**公眾停車場**」指政府批地書特別條款第(44)(a)條所定義之公眾停車場。公眾停車場的停車位、迴旋處、樓層或水平的天花高度、出入途徑、流通區及任何其他範圍及空間根據地政總署署長按政府批地書特別條款第(44)(b)條批准的公眾停車場布局圖提供及分布(按政府批地書特別條款第(44)(b)條界定)。公眾停車場在附錄於本公契的BASEMENT LEVEL 2 FLOOR PLAN (圖則編號A-DMC-01)及BASEMENT LEVEL 1 FLOOR PLAN (圖則編號A-DMC-02)(經認可人士核證為準確)上以棕色間黑虛線顯示，以資識別。

「**停車場範圍**」指該土地及發展項目中的所有該等範圍和部分，在附錄於本公契的圖則(經認可人士核證為準確)上以棕色和棕色間黑虛線顯示，以資識別，並包括任何已獲分配或將獲分配該土地及發展項目不分割份數之停車場範圍細分部分，並在不限制前文的概括性的原則下(除其他以外)包括：-

- (i) 公眾停車場；」

公契第IV節第E分節第2(e)條規定：

「每一不分割份數連同獨家持有、使用、佔用及享用每個單位的權利受以下所限：

- (e) 根據政府批地書特別條款第(44)(g)條，業主須於所有時候允許所有公眾人士進出、往返及行經發展項目公用地方以進出公眾停車場或其任何部分。」

公契第V節第C分節第1條規定：

「住宅停車位、住宅電單車停車位及公眾停車場中提供的停車位只可按政府批地書規定的目的使用，以及在不限制前文的概括性的原則下，業主不得使用或容許或容受任何該等停車位作存放、陳列或展示汽車作銷售或作其他目的或提供汽車清潔及汽車美容服務。」

公契第V節第C分節第4條規定：

「第一業主(該詞僅就此第4條而言不包括其受讓人)須根據政府批地書特別條款第(44)(n)條，在所有時間自費在政府批地書批租年期內以在各方面遵守香港現行或於任何時間生效的一切條例、附例及規例的方式維護、保養、維修、運作、經營及管理公眾停車場及所有其構成或與其有關的部分，以使運輸署署長滿意。」

7. 擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠

公契第VI節第B分節第1(m)條及第1(at)條規定：

「管理人須按本公契規定以妥善的方式管理該土地及發展項目，除本公契明文規定外，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列權力及職責，即：-

- (m) 遵照任何適用法律及規例，按管理人以其合理酌情權認為有需要或方便時維持所有照明設備和排污系統於良好及工作正常的狀態，並與第三方就其保養簽立合約。管理人亦負責進行對排污系統進行任何變更所需的所有工程及將來應政府要求將排污系統接駁至擬建的公共暗渠的所有工程，而該等

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工程的所有開支及支出須由業主承擔。

(at) 保養根據政府批地書規定而須被保養的任何排水系統（不論是處於該土地內或該土地外）。」

公契第VI節第D分節第3(d)條規定：

「管理預算內的管理開支包括但不限於以下項目：

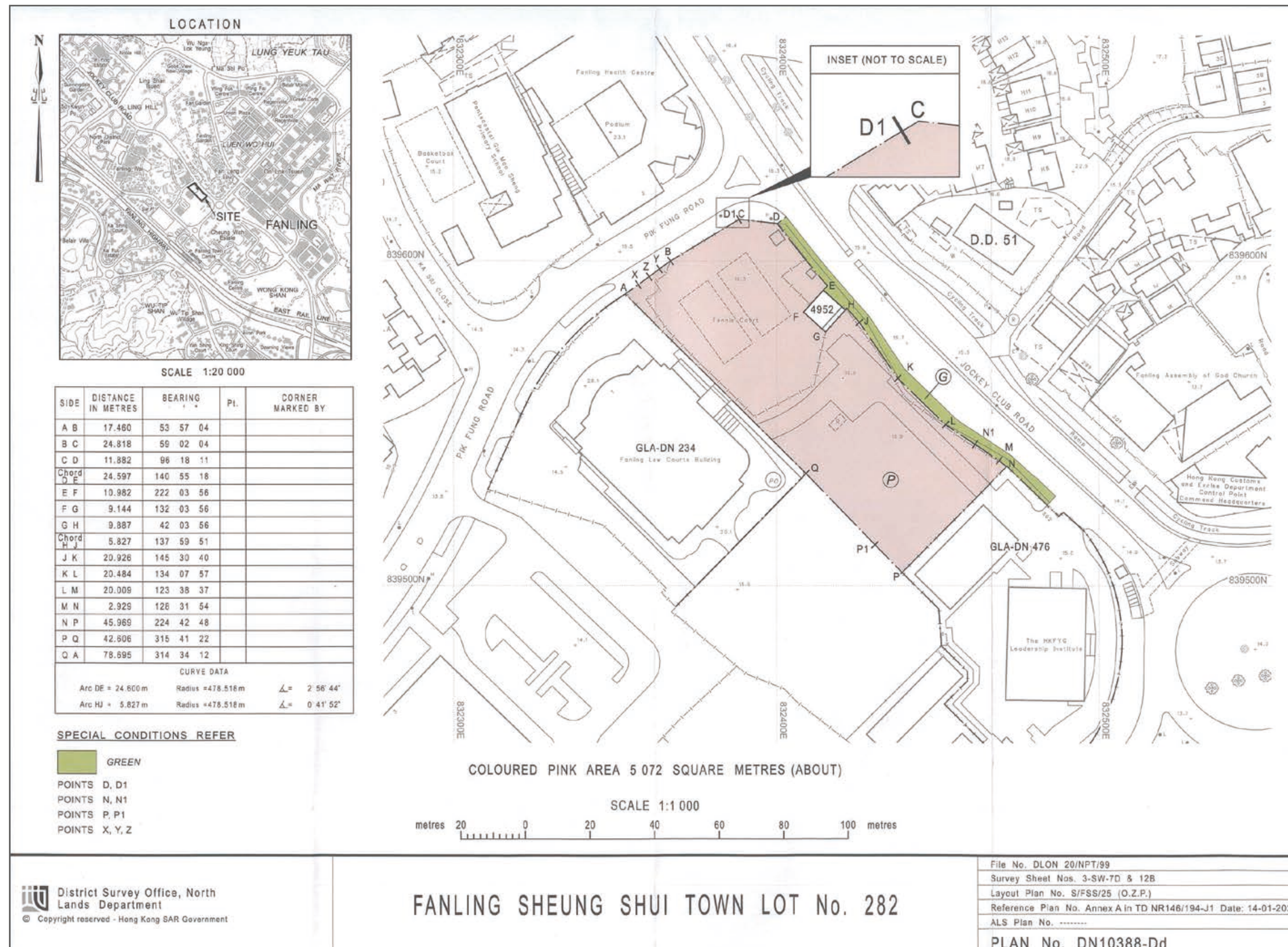
(d) 保養已建或擬建用作支撐發展項目的地基、柱及其他構築物及該等其他範圍或根據政府批地書規定而須被保養的排水渠、明渠、污水渠、管道、總水管及渠道（不論是處於該土地內或該土地外）的開支及支出；

然而，該等開支、費用及支出不包括資本性質的開支或性質為預期不會每年須承付的開支，該等開支須從本公契下文提及的特別基金中支付。資本性質的開支或性質為預期不會每年須承付的開支包括但不限於設立、改善及更換公用地方與設施內的或構成公用地方與設施部分的裝置、系統、設施、設備及儀器的有關開支，但如進行本條提述的任何改善工程涉及的開支金額超過當前年度管理預算的10%，必須事前獲得各業主在根據本公契召開的業主大會中通過決議批准。」

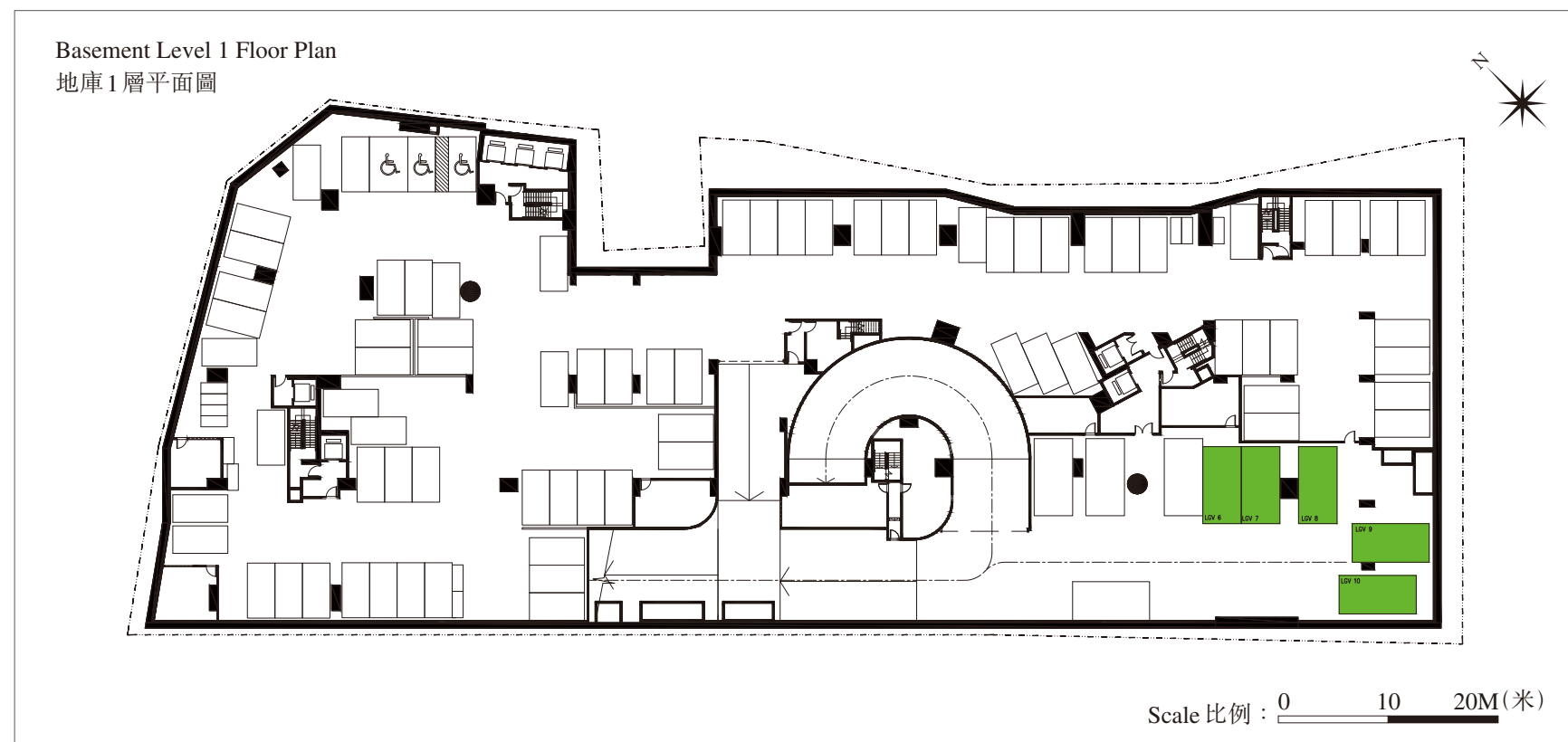
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The plan annexed to the Land Grant:

批地文件的資料的附圖：



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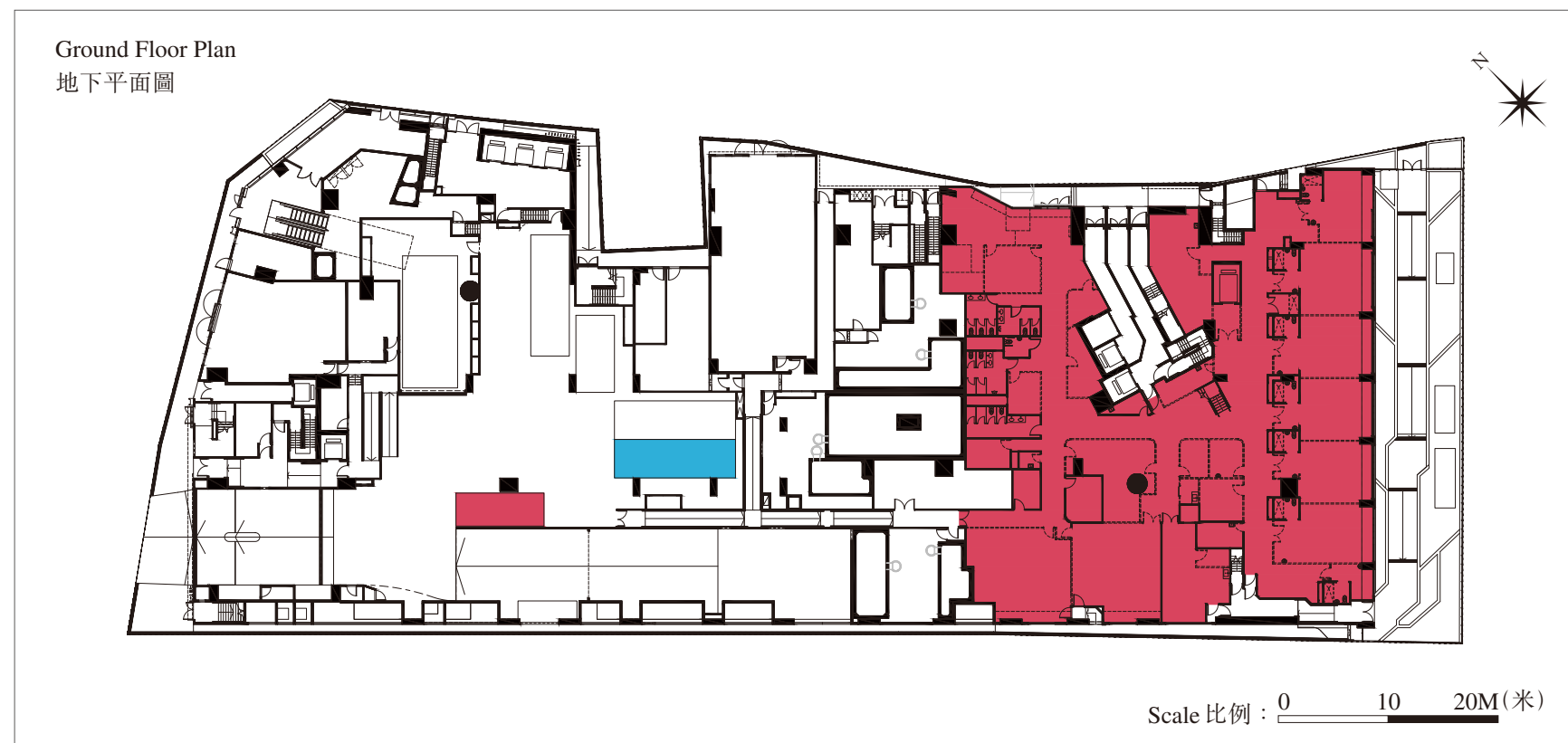
Notes:

- The plan(s) above is/are for showing the location of “Government Accommodation”, “Public Vehicle Park”, “The Space for the Loading and Unloading of Goods Vehicles for the Shared Use with the Occupiers of the RCHE and Their Bona Fide Guests, Visitors or Invitee”, “Pedestrian Walkways” and “Footbridge Connections” only. Other matters shown in the plan(s) may not reflect their latest conditions.
- It is not practicable to show the drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers on the plans.

備註：

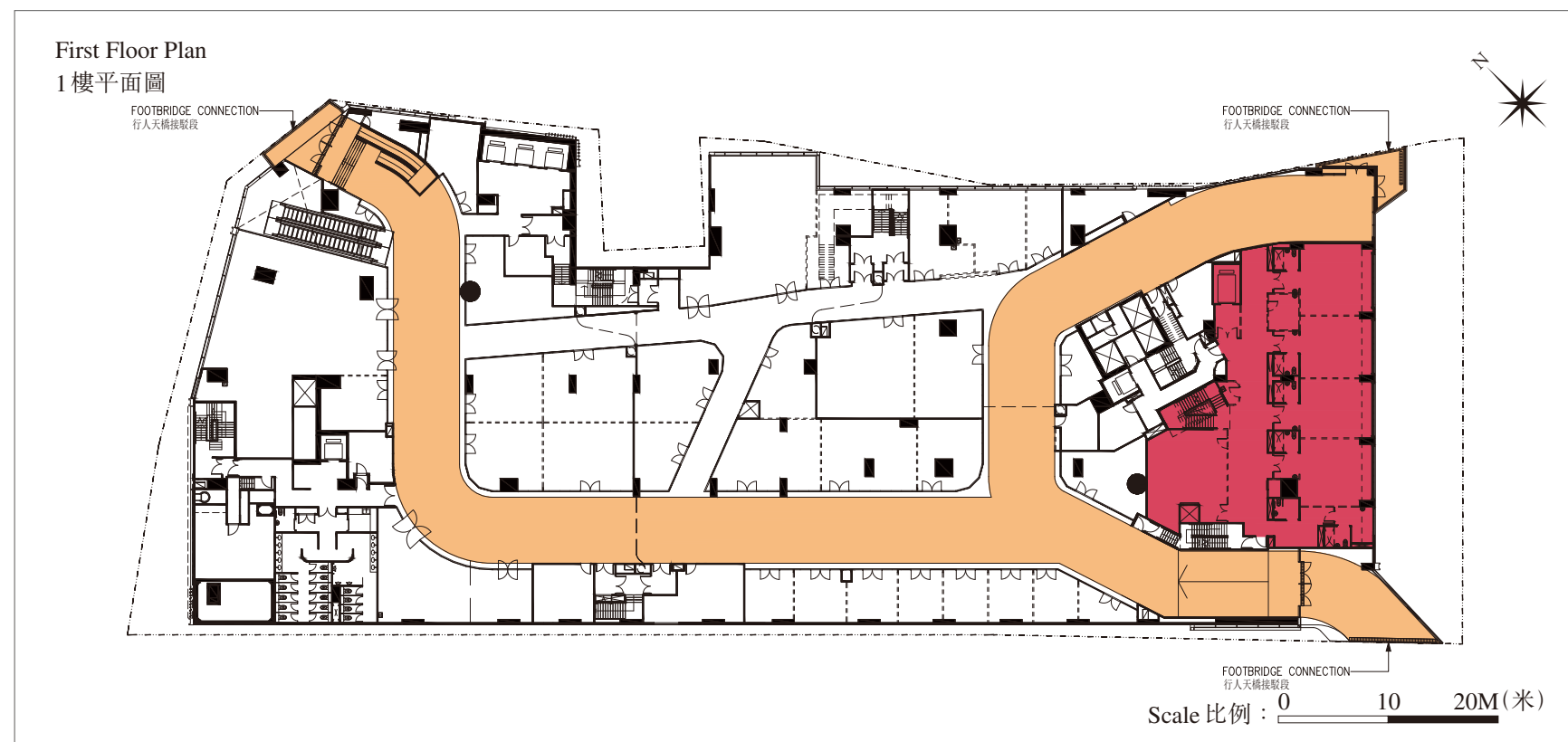
- 上圖僅作顯示「政府樓宇」、「公眾停車場」、「與安老院的佔用人及其真正來賓、訪客或獲邀人士共同使用的供貨車作上落客貨用途的停車位」、「行人路」及「行人天橋接駁段」的位置。圖中所示之其他事項未必能反映其最新狀況。
- 在切實可行範圍內未能於圖則顯示擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠。

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Legend 圖例

- Boundary line of the Development
發展項目的邊界線
-  The Space for the Loading and Unloading of Goods Vehicles for the Shared Use with the Occupiers of the RCHE and Their Bona Fide Guests, Visitors or Invitee
與安老院的佔用人及其真正來賓、訪客或獲邀人士共同使用的供貨車作上落客貨用途的停車位
-  Government Accommodation
政府樓宇



Legend 圖例

- Boundary line of the Development
發展項目的邊界線
-  Pedestrian Walkways
行人路
-  Government Accommodation
政府樓宇

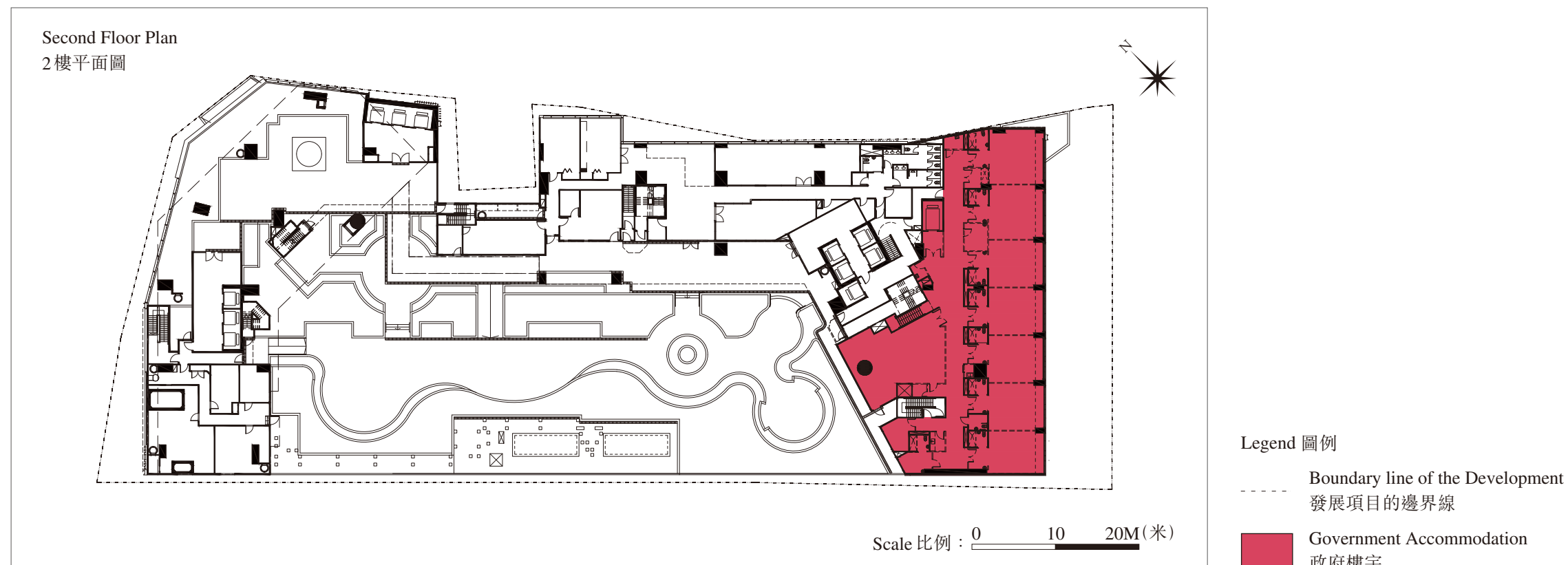
Notes:

- The plan(s) above is/are for showing the location of "Government Accommodation", "Public Vehicle Park", "The Space for the Loading and Unloading of Goods Vehicles for the Shared Use with the Occupiers of the RCHE and Their Bona Fide Guests, Visitors or Invitee", "Pedestrian Walkways" and "Footbridge Connections" only. Other matters shown in the plan(s) may not reflect their latest conditions.
- It is not practicable to show the drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers on the plans.

備註：

- 上圖僅作顯示「政府樓宇」、「公眾停車場」、「與安老院的佔用人及其真正來賓、訪客或獲邀人士共同使用的供貨車作上落客貨用途的停車位」、「行人路」及「行人天橋接駁段」的位置。圖中所示之其他事項未必能反映其最新狀況。
- 在切實可行範圍內未能於圖則顯示擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠。

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Notes:

1. The plan(s) above is/are for showing the location of "Government Accommodation", "Public Vehicle Park", "The Space for the Loading and Unloading of Goods Vehicles for the Shared Use with the Occupiers of the RCHE and Their Bona Fide Guests, Visitors or Invitee", "Pedestrian Walkways" and "Footbridge Connections" only. Other matters shown in the plan(s) may not reflect their latest conditions.
2. It is not practicable to show the drains, channels and sewers to be constructed and connected to the Government storm-water drains and sewers on the plans.

備註：

1. 上圖僅作顯示「政府樓宇」、「公眾停車場」、「與安老院的佔用人及其真正來賓、訪客或獲邀人士共同使用的供貨車作上落客貨用途的停車位」、「行人路」及「行人天橋接駁段」的位置。圖中所示之其他事項未必能反映其最新狀況。
2. 在切實可行範圍內未能於圖則顯示擬建並擬接駁至政府雨水渠及污水渠的排水渠、渠道及污水渠。

17 WARNING TO PURCHASERS

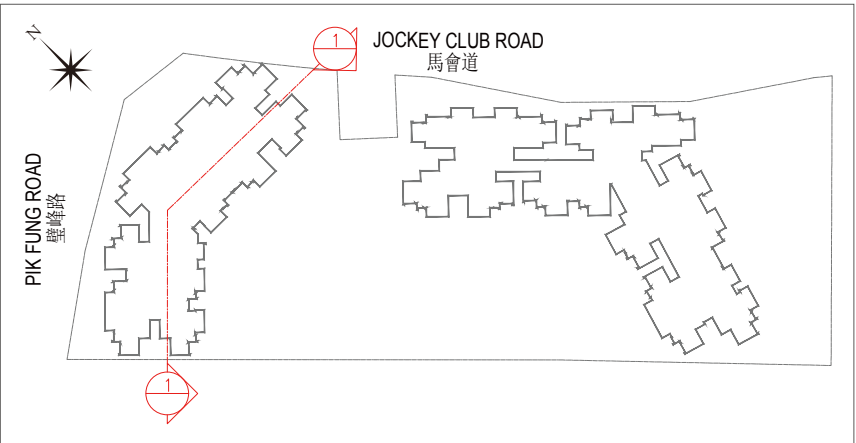
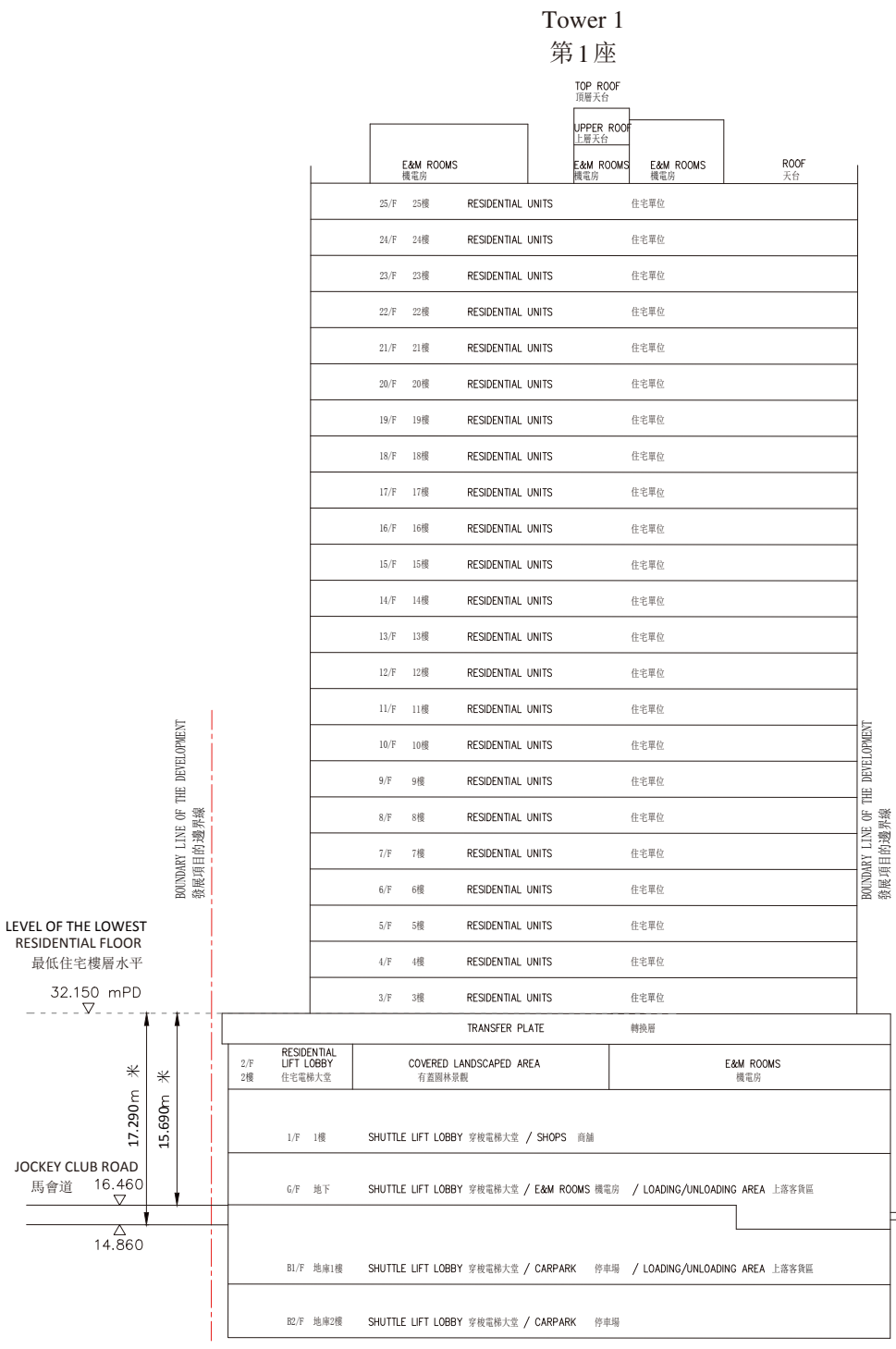
對買方的警告

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 –
 - (i) that firm may not be able to protect the purchaser's interests; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors.
 4. In the case of paragraph 3(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
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 –
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所。
 4. 如屬 3(ii) 段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

18 CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目中的建築物的橫截面圖

CROSS-SECTION PLAN 1
橫截面圖 1



KEY PLAN 索引圖

- Boundary line of the Development
發展項目的邊界線
- Dotted line denotes the level of the lowest residential floor
虛線為最低住宅樓層水平
- Denotes height above the Hong Kong Principal Datum (PD)(Metre).
指香港主水平基準以上的高度 (米)。
- E&M ROOMS = Electrical & Mechanical Plant Rooms = 機電房

Notes:

- The part of Jockey Club Road adjacent to the building is 14.860 to 16.460 metres above the Hong Kong Principal Datum.
- This cross-section plan is not drawn to scale.

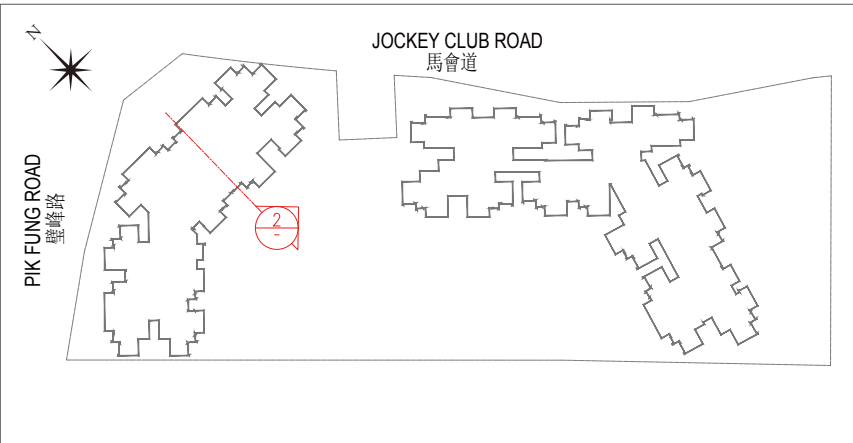
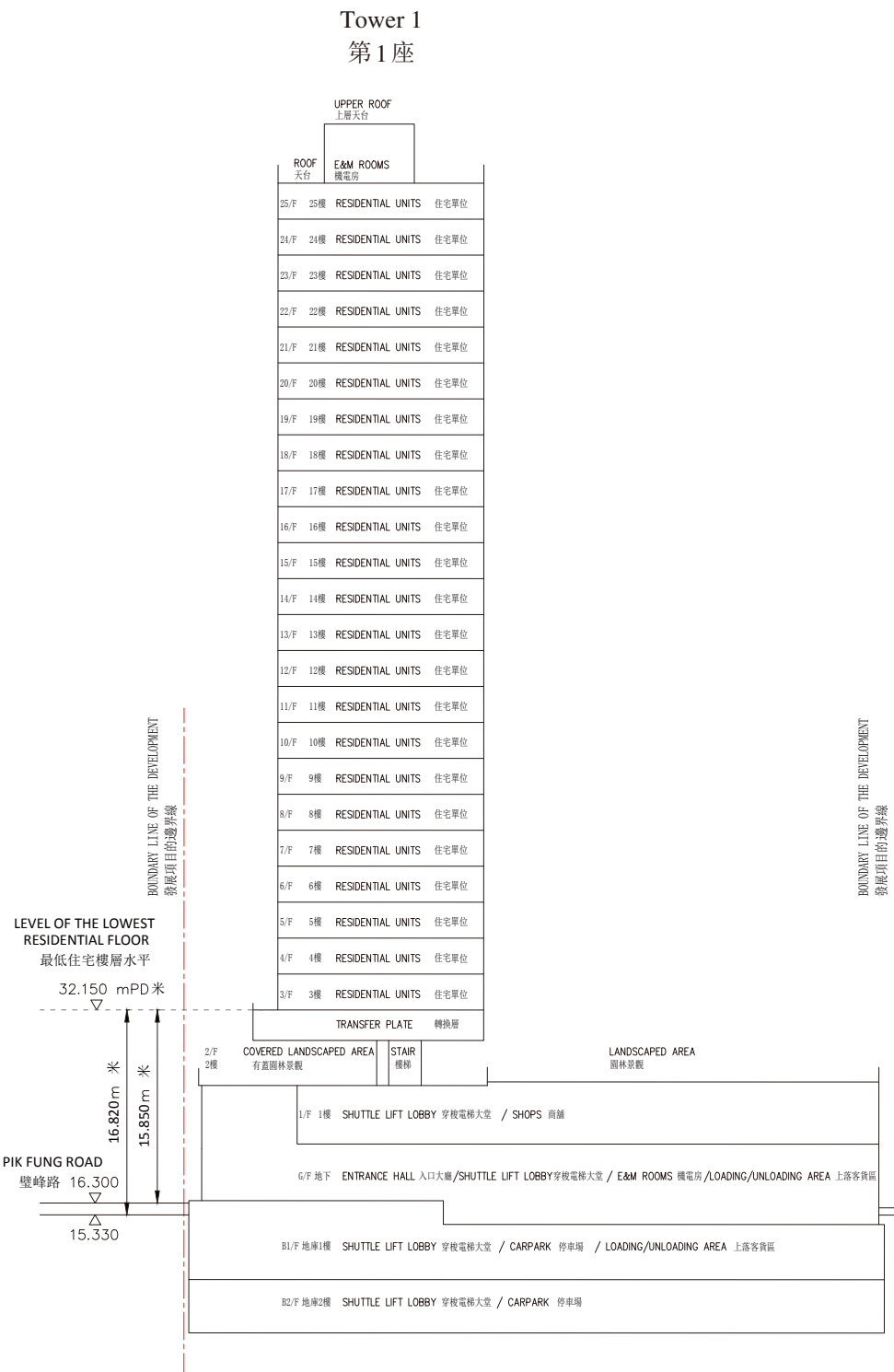
備註：

- 毗連建築物的一段馬會道為香港主水平基準以上 14.860 至 16.460 米。
- 此橫截面圖並非按照比例繪圖。

18 CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目中的建築物的橫截面圖

CROSS-SECTION PLAN 2
橫截面圖 2



KEY PLAN 索引圖

- Boundary line of the Development
發展項目的邊界線
- Dotted line denotes the level of the lowest residential floor
虛線為最低住宅樓層水平
- ▽ Denotes height above the Hong Kong Principal Datum (PD)(Metre).
指香港主水平基準以上的高度(米)。
- E&M ROOMS = Electrical & Mechanical Plant Rooms = 機電房

Notes:

1. The part of Pik Fung Road adjacent to the building is 15.330 to 16.300 metres above the Hong Kong Principal Datum.
2. This cross-section plan is not drawn to scale.

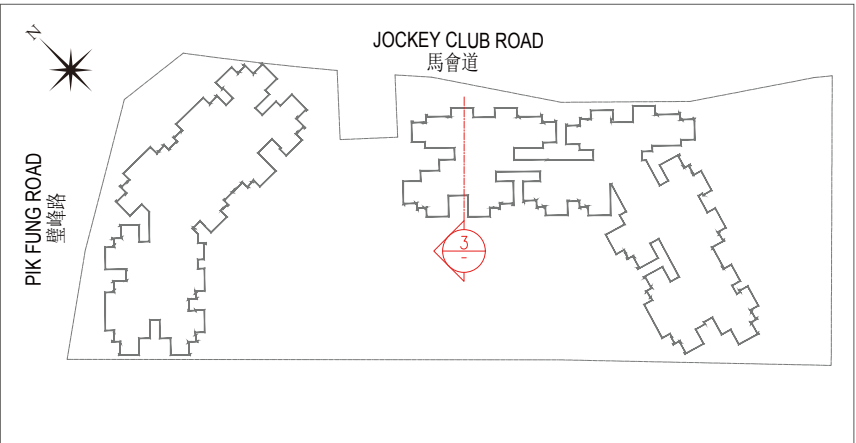
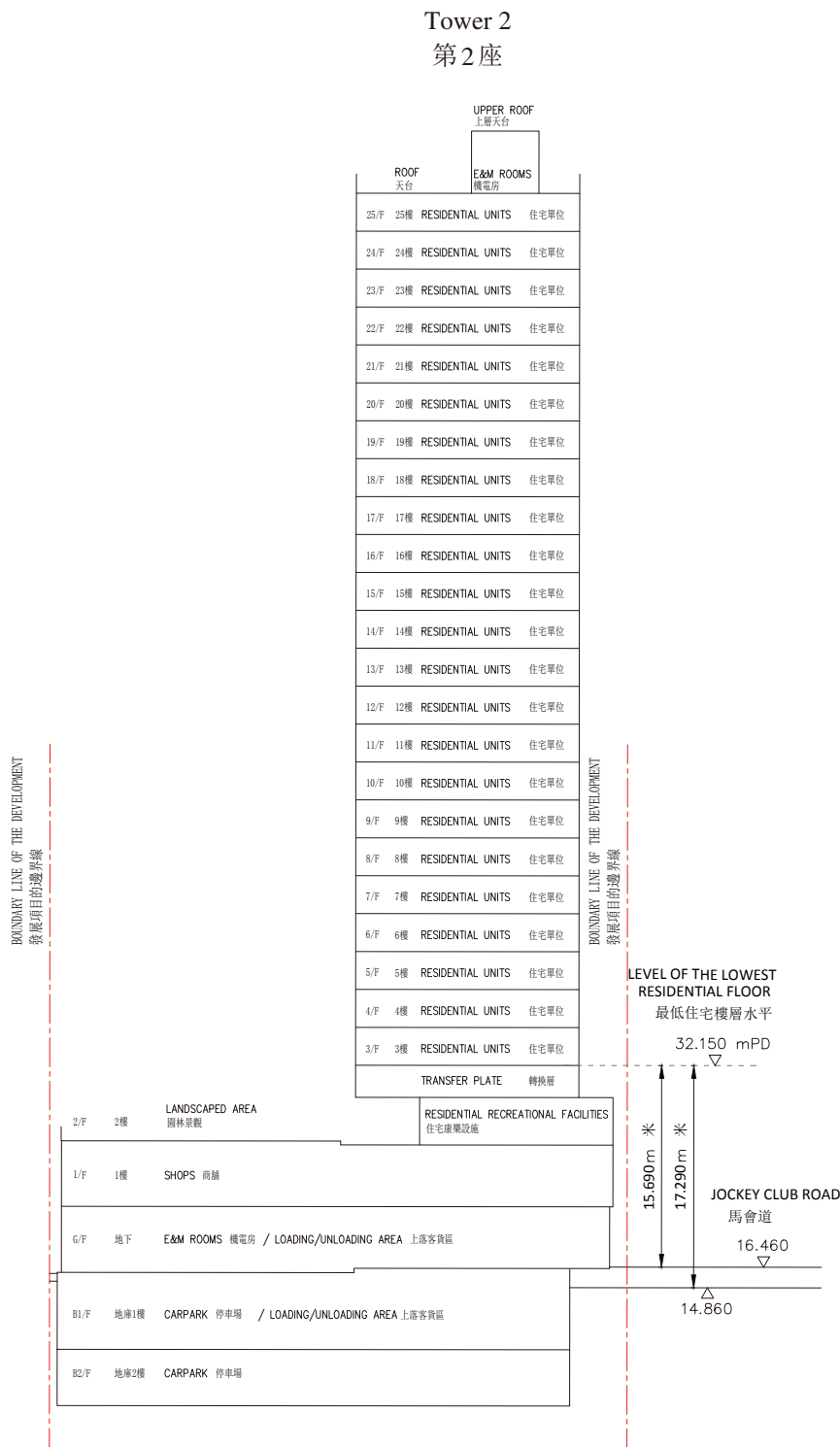
備註：

1. 毗連建築物的一段壁峰路為香港主水平基準以上 15.330 至 16.300 米。
2. 此橫截面圖並非按照比例繪圖。

18

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

CROSS-SECTION PLAN 3
橫截面圖 3



KEY PLAN 索引圖

- Boundary line of the Development
發展項目的邊界線
- Dotted line denotes the level of the lowest residential floor
虛線為最低住宅樓層水平
- Denotes height above the Hong Kong Principal Datum (PD)(Metre).
指香港主水平基準以上的高度(米)。
- E&M ROOMS = Electrical & Mechanical Plant Rooms = 機電房

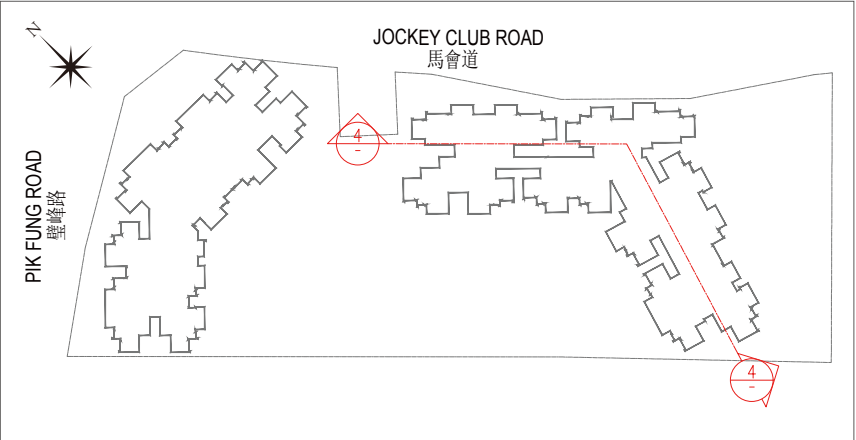
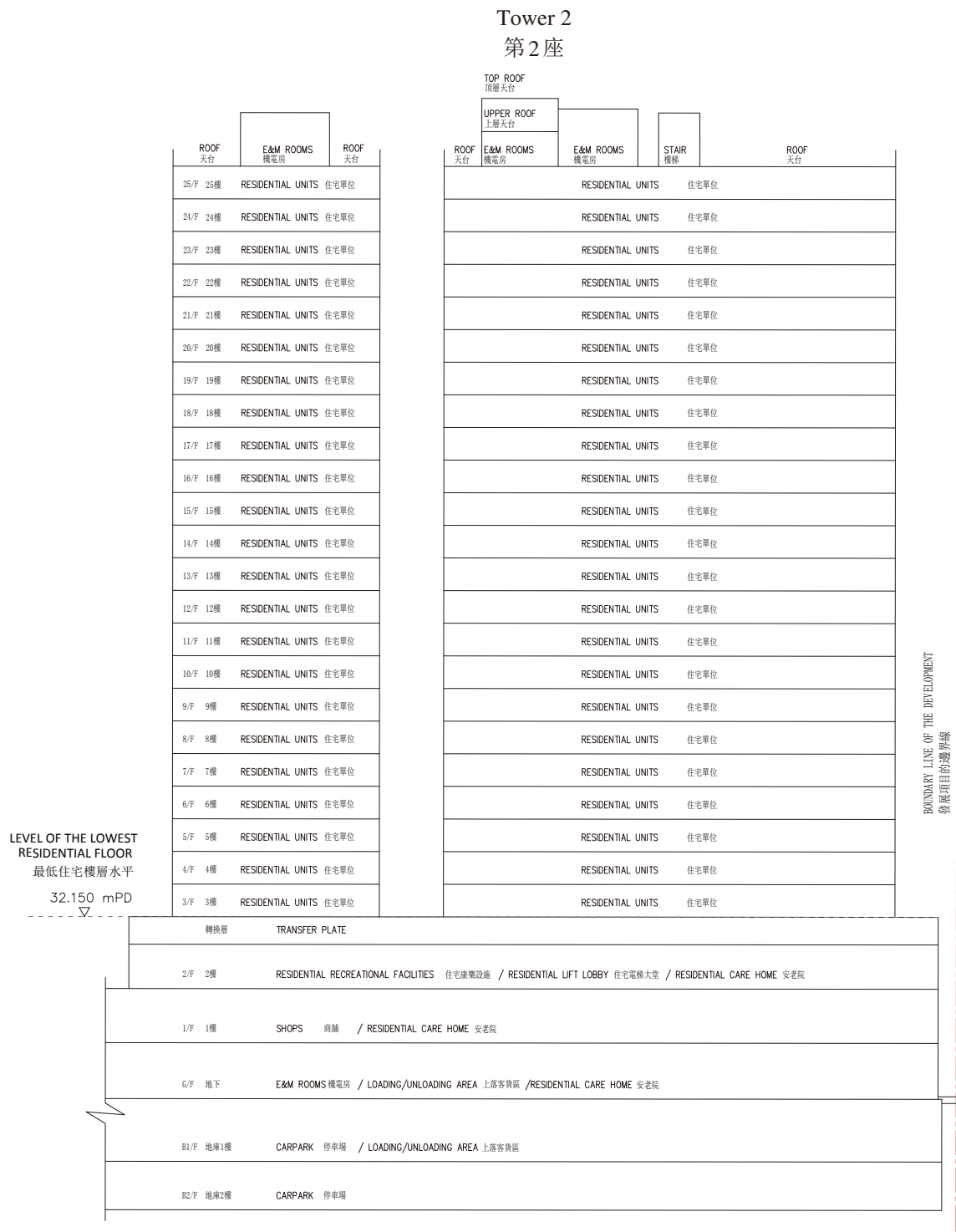
- Notes:
- The part of Jockey Club Road adjacent to the building is 14.860 to 16.460 metres above the Hong Kong Principal Datum.
 - This cross-section plan is not drawn to scale.

- 備註：
- 毗連建築物的一段馬會道為香港主水平基準以上 14.860 至 16.460 米。
 - 此橫截面圖並非按照比例繪圖。

18

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

CROSS-SECTION PLAN 4
橫截面圖 4



KEY PLAN 索引圖

- Boundary line of the Development
發展項目的邊界線
- Dotted line denotes the level of the
lowest residential floor
虛線為最低住宅樓層水平
- ▽

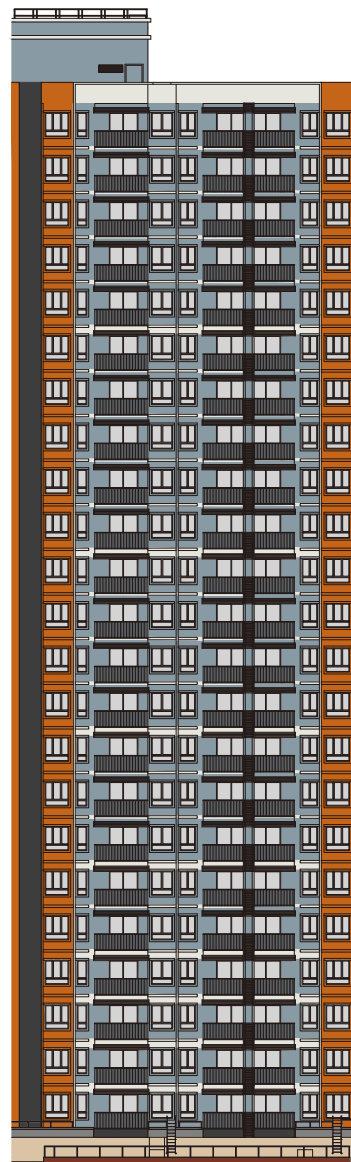
Denotes height above the Hong Kong
Principal Datum (PD)(Metre).
指香港主水平基準以上的高度 (米)。
- E&M ROOMS = Electrical &
Mechanical Plant Rooms = 機電房

Note:
This cross-section plan is not drawn to scale.

備註：
此橫截面圖並非按照比例繪圖。

ELEVATION PLAN 1 – Tower 1 立面圖 1 – 第 1 座

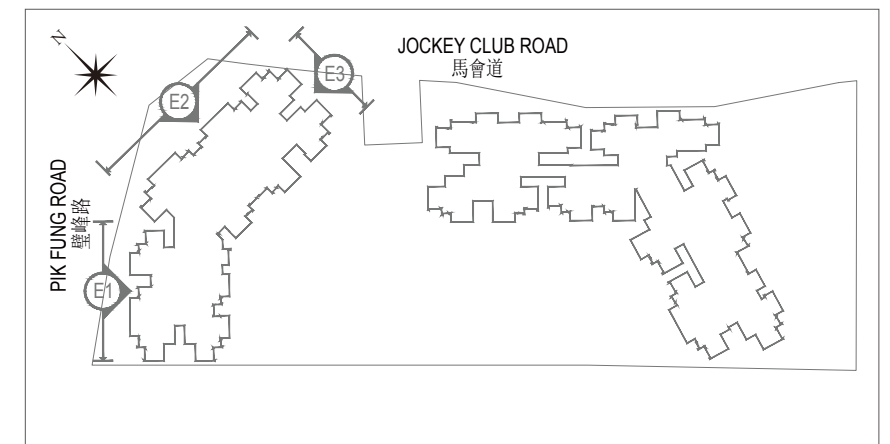
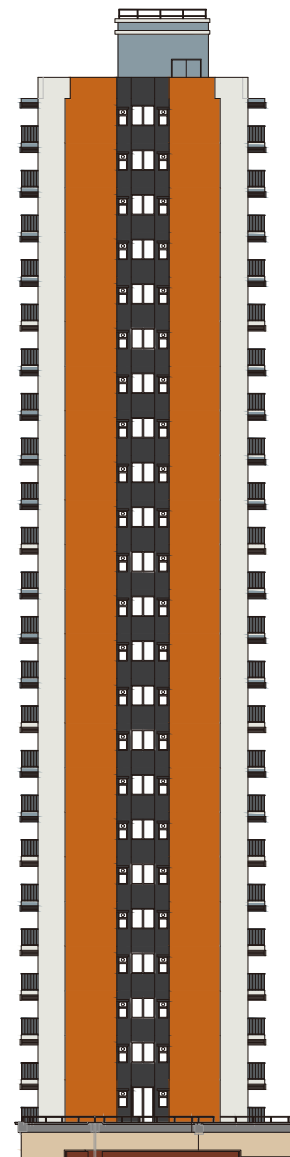
Elevation 1
立面圖 1



Elevation 2
立面圖 2



Elevation 3
立面圖 3



KEY PLAN 索引圖

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

1. are prepared on the basis of the approved building plans for the Development as of 27 November 2024; and
2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士已證明本圖所顯示的立面：

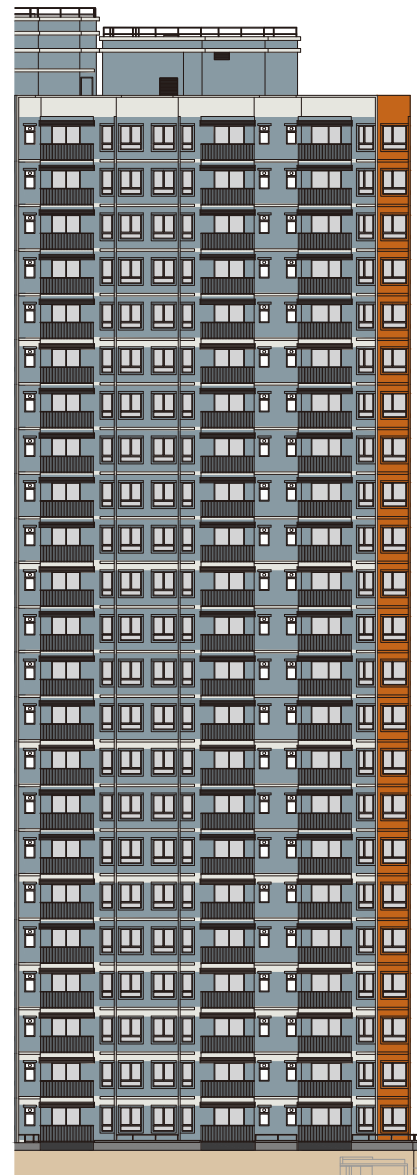
1. 以 2024 年 11 月 27 日的情況為準的發展項目經批准的建築圖則為基礎擬備；及
2. 大致上與發展項目的外觀一致。

ELEVATION PLAN 2 – Tower 1 立面圖 2 – 第 1 座

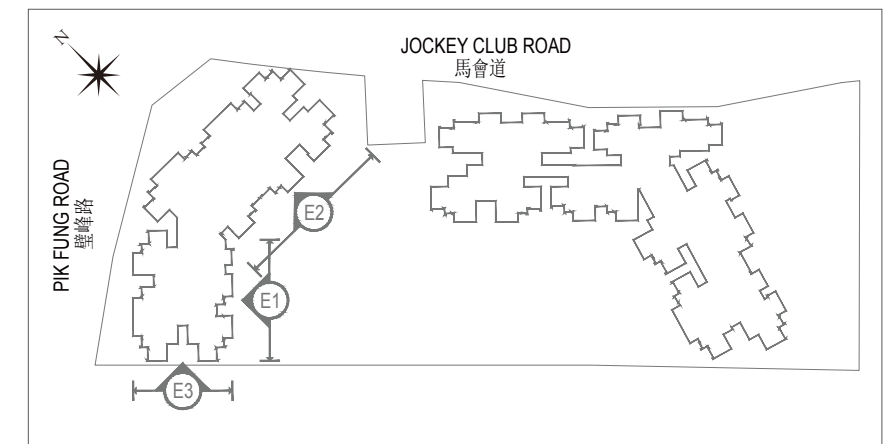
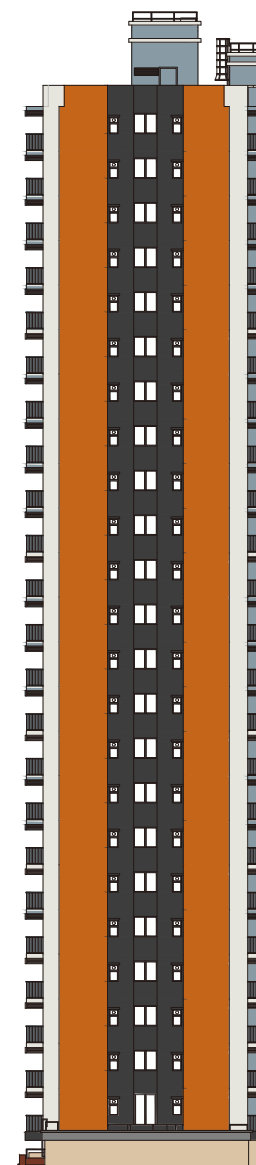
Elevation 1
立面圖 1



Elevation 2
立面圖 2



Elevation 3
立面圖 3



KEY PLAN 索引圖

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

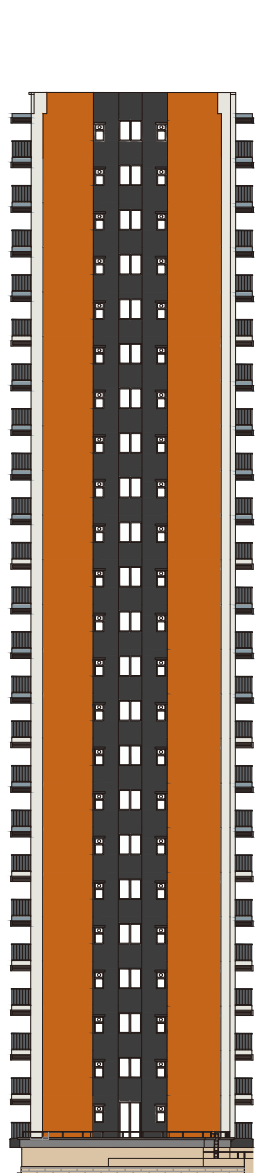
1. are prepared on the basis of the approved building plans for the Development as of 27 November 2024; and
2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士已證明本圖所顯示的立面：

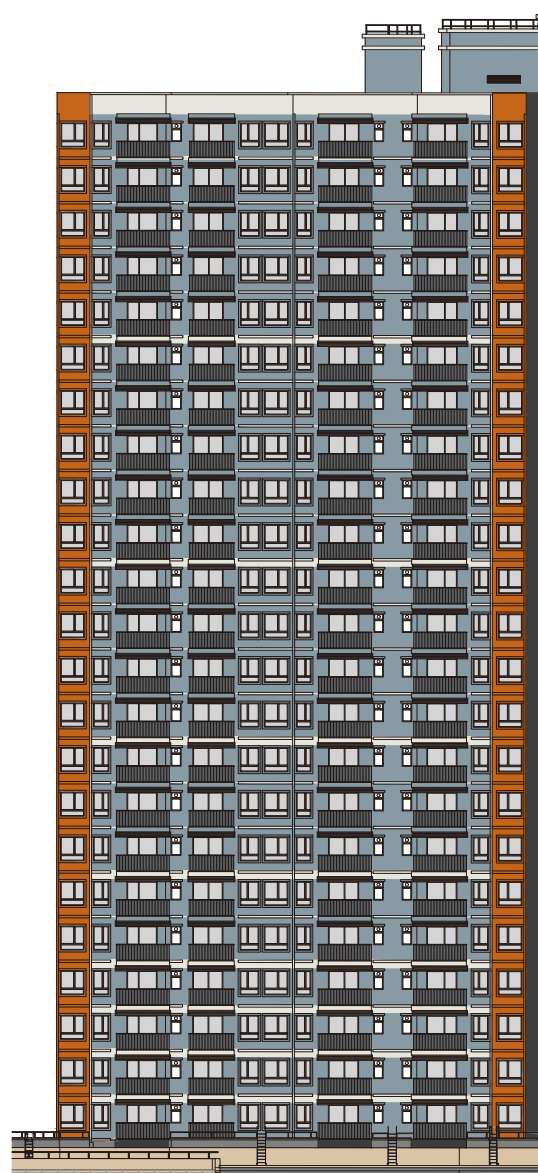
1. 以 2024 年 11 月 27 日的情況為準的發展項目經批准的建築圖則為基礎擬備；及
2. 大致上與發展項目的外觀一致。

ELEVATION PLAN 1 – Tower 2 立面圖 1 – 第2座

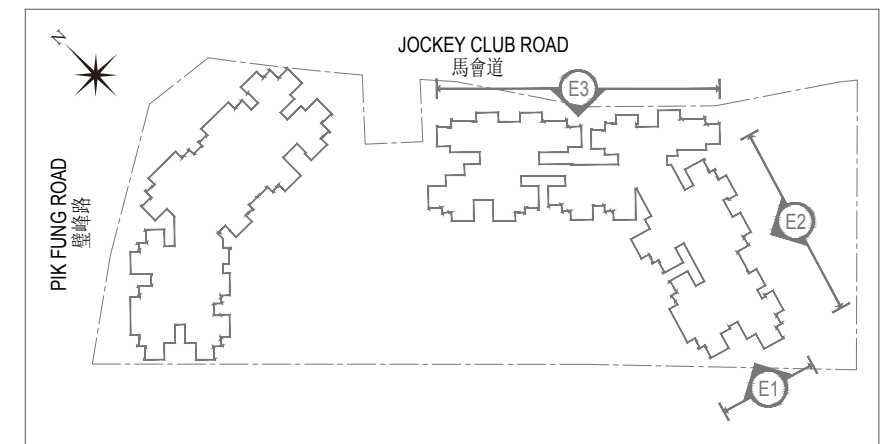
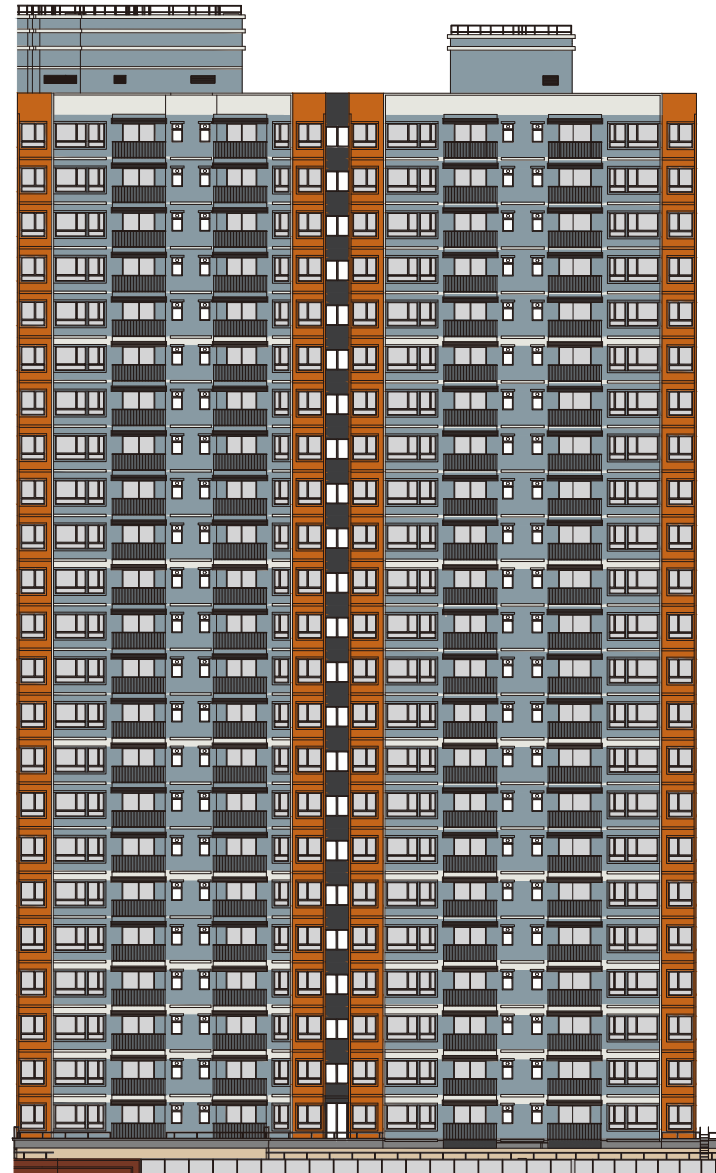
Elevation 1
立面圖 1



Elevation 2
立面圖 2



Elevation 3
立面圖 3



KEY PLAN 索引圖

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

1. are prepared on the basis of the approved building plans for the Development as of 27 November 2024; and
2. are in general accordance with the outward appearance of the Development.

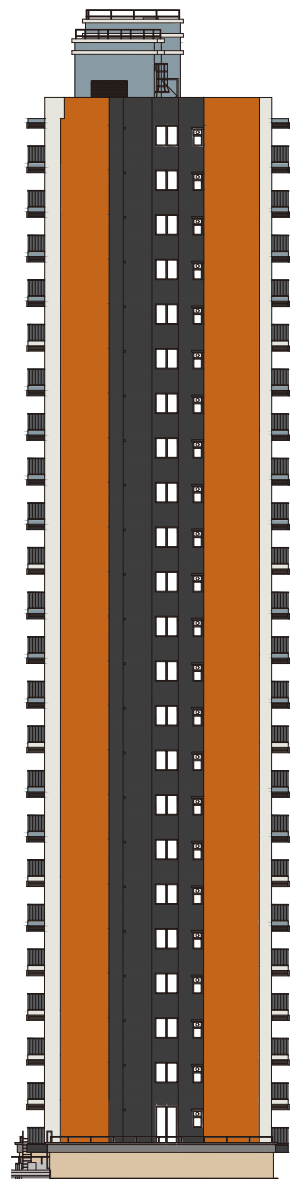
發展項目的認可人士已證明本圖所顯示的立面：

1. 以2024年11月27日的情況為準的發展項目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。

19 ELEVATION PLAN 立面圖

ELEVATION PLAN 2 – Tower 2 立面圖 2 – 第2座

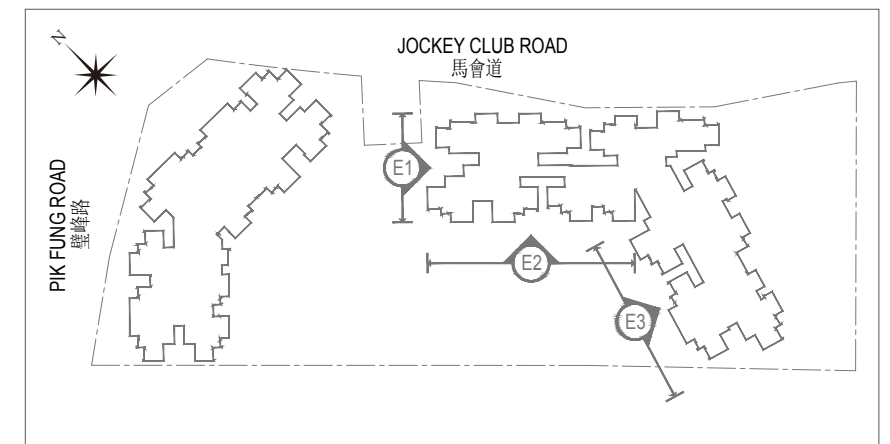
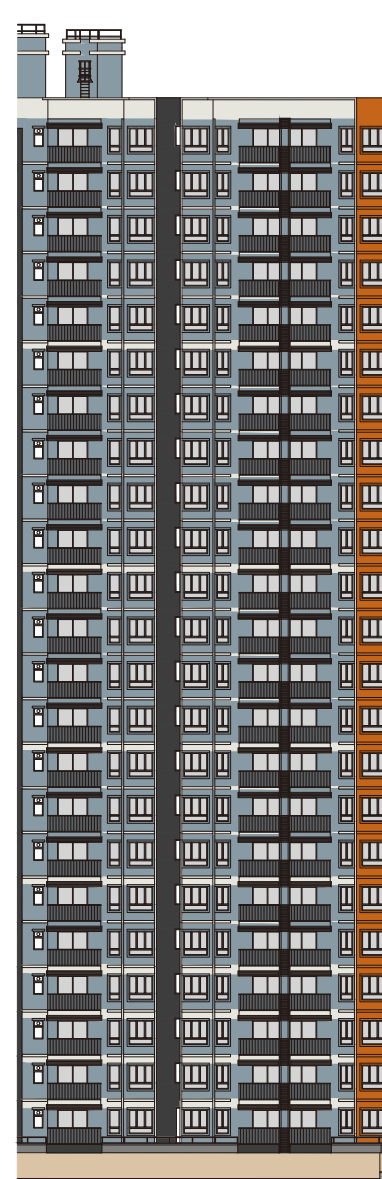
Elevation 1
立面圖 1



Elevation 2
立面圖 2



Elevation 3
立面圖 3



KEY PLAN 索引圖

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

1. are prepared on the basis of the approved building plans for the Development as of 27 November 2024; and
2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士已證明本圖所顯示的立面：

1. 以2024年11月27日的情況為準的發展項目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。

20

INFORMATION ON COMMON FACILITIES IN THE DEVELOPMENT
發展項目中的公用設施的資料

Common Facilities 公用設施	Covered 有蓋		Uncovered 露天		Total 總數	
	Area (sq. m.) 面積 (平方米)	Area (sq. ft.) 面積 (平方呎)	Area (sq. m.) 面積 (平方米)	Area (sq. ft.) 面積 (平方呎)	Area (sq. m.) 面積 (平方米)	Area (sq. ft.) 面積 (平方呎)
Residents' clubhouse (including any recreational facilities for residents' use) 住客會所 (包括供住客使用的任何康樂設施)	478.449	5150	—		478.449	5150
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise) 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱)	—					
Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱)	691.980	7448	1852.847	19944	2544.827	27393

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

備註：
上述所列以平方呎顯示之面積以 1 平方米=10.764 平方呎換算至平方呎，並四捨五入至整數，與以平方米表述之面積可能有些微差異。

21 INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT

閱覽圖則及公契

1. A copy of the Outline Zoning Plan relating to the Development is available at www.ozp.tpb.gov.hk.
 2. A copy of the latest draft of every Deed of Mutual Covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold is available for inspection at the place at which the specified residential property is offered to be sold.
 3. The inspection is free of charge.
1. 備有關乎發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。
 2. 關於指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿的文本存放在指明住宅物業的售樓處，以供閱覽。
 3. 無須為閱覽付費。

1. Exterior Finishes

Item	Description			
(a) External wall	Finished with tiles, metal louvre, metal grille and metal balustrade			
(b) Window	Material of frame	Aluminium window frames		
	Material of glass	Tinted glass for living /dining room, master bedroom and bedroom; Frosted glass for Bathroom 1, Bathroom 2 and Bathroom (if window is provided); Clear glass for kitchen (if window is provided)		
(c) Bay window	Not applicable			
(d) Planter	Not applicable			
(e) Verandah or balcony	Type of finishes	Balcony	Balustrade and top rail	Metal balustrade and aluminium top rail
			Wall	Tiles
			Floor	Tiles
			Ceiling	Aluminium suspended ceiling
	Whether it is covered	Verandah	Not applicable	
		Balcony	Balconies are covered	
		Verandah	Not applicable	
(f) Drying facilities for clothing	Not applicable			

1. 外部裝修物料

細項	描述			
(a) 外牆	裝修物料為瓷磚、金屬百葉、金屬格柵、金屬圍欄			
(b) 窗	框的用料	鋁質窗框		
	玻璃的用料	客廳/飯廳、主人睡房及睡房選用有色玻璃； 浴室1、浴室2及浴室選用磨砂玻璃（如有窗提供）； 廚房選用無色玻璃（如有窗提供）		
(c) 窗台	不適用			
(d) 花槽	不適用			
(e) 陽台或露台	裝修物料的類型	露台	圍欄及扶手	金屬圍欄及鋁質扶手
			牆壁	瓷磚
			地板	瓷磚
			天花板	鋁質假天花
	是否有蓋	陽台	不適用	
		露台	露台均有蓋	
			陽台	不適用
(f) 乾衣設施	不適用			

22 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

2. Interior Finishes

Item	Description			
(a) Lobby		Wall	Floor	Ceiling
	Type of wall, floor and ceiling finishes of main entrance lobbies at 2/F	Wall finished with tiles, metal, plastic laminate, glass and plastic wood (except areas 100mm above false ceiling level at which there are no wall finishes)	Floor finished with tiles	Aluminium baffle ceiling; Gypsum board false ceiling finishes with emulsion paint
	Type of wall, floor and ceiling finishes of residential floor lift lobbies	Wall finished with tiles, metal and glass (except areas 100mm above false ceiling level at which there are no wall finishes)		Gypsum board false ceiling finishes with emulsion paint
	Type of wall, floor and ceiling finishes of shuttle lift lobbies at B2/F to 2/F	Wall finished with tiles and metal (except areas 100mm above false ceiling level at which there are no wall finishes)		
(b) Internal wall and ceiling		Wall	Ceiling	
	Type of wall and ceiling finishes for living/dining room, master bedroom and bedroom	Emulsion paint on exposed surfaces (Wall above false ceiling level and covered by bulkhead have no finish)	Emulsion paint on exposed surfaces. Partial areas are equipped with gypsum board false ceiling and bulkhead painted with emulsion paint. (Ceiling above false ceiling level and covered by bulkhead have no finish)	
(c) Internal floor		Floor	Skirting	
	Material of floor and skirting for living/dining room, master bedroom and bedroom	Floor finished with tiles	Timber skirting	
(d) Bathroom		Wall	Floor	Ceiling
	Type of wall, floor and ceiling finishes	Wall finished with tiles (except areas 100mm above false ceiling level at which there are no wall finishes)	Floor finished with tiles	Ceiling installed with aluminium false ceiling
	Whether the wall finishes run up to the ceiling	Wall finishes run up to 100mm above the level of false ceiling		

2. 室內裝修物料

細項	描述			
(a) 大堂		牆壁	地板	天花板
	2樓主入口大堂牆壁、地板及天花板的裝修物料的類型	牆壁鋪砌瓷磚、金屬、膠板面、玻璃及塑木 (但不包括假天花水平上100毫米以上, 該處之牆身不設裝修物料)	地板鋪砌瓷磚	鋁條天花及石膏板假天花髹乳膠漆
	住宅樓層升降機大堂牆壁、地板及天花板的裝修物料的類型	牆壁鋪砌瓷磚、金屬及玻璃 (但不包括假天花水平上100毫米以上, 該處之牆身不設裝修物料)		石膏板假天花髹乳膠漆
	地庫2樓至2樓穿梭升降機大堂牆壁、地板及天花板的裝修物料的類型	牆壁鋪砌瓷磚及金屬 (但不包括假天花水平上100毫米以上, 該處之牆身不設裝修物料)		
(b) 內牆及天花板		牆壁	天花板	
	客廳/飯廳、主人睡房及睡房的牆壁及天花板的裝修物料的類型	乳膠漆髹於外露位置 (假天花水平以上及被裝飾橫樑遮蓋之牆身不設裝修物料)	乳膠漆髹於外露位置。部份天花位置裝設石膏板假天花及裝飾橫樑髹上乳膠漆 (假天花以上及被裝飾橫樑遮蓋之天花板不設裝修物料)	
(c) 內部地板		地板	牆腳線	
	客廳/飯廳、主人睡房及睡房的地板及牆腳線的用料	地板鋪砌瓷磚	木腳線	
(d) 浴室		牆壁	地板	天花板
	牆壁、地板及天花板的裝修物料的類型	牆身鋪砌瓷磚 (但不包括假天花水平上100毫米以上, 該處之牆身不設裝修物料)	地板鋪砌瓷磚	天花裝設鋁質假天花
	牆壁的裝修物料是否鋪至天花板	牆壁裝修物料鋪砌至假天花水平上100毫米		

2. Interior Finishes

Item	Description				
(e) Kitchen		Wall	Floor	Ceiling	Cooking Bench
	Type of wall, floor, ceiling and cooking bench finishes of kitchen	Wall finished with tiles (except areas 100mm above false ceiling level at which there are no wall finishes)	Floor finished with tiles	Aluminium false ceiling and tiles	Cooking bench top is finished with solid surface
	Type of wall, floor, ceiling and cooking bench finishes of open kitchen			Emulsion paint on exposed surfaces and bulkhead finished with emulsion paint	
	Whether the wall finishes run up to the ceiling	Wall finishes run up to 100mm above the level of false ceiling (Wall covered by bulkhead have no finish)			

3. Interior Fittings

Item	Description			
(a) Doors		Material	Finishes	Accessories
	Residential unit entrance door	Solid core fire rated timber door	Finished with plastic laminate	Fitted with lockset, handle, door closer, eye viewer, door stopper and security door guard
	Master bedroom door and bedroom door	Hollow core timber door		Fitted with lockset, handle and door stopper
	Kitchen door (if provided)	Solid core fire rated timber door with fire rated glass vision panel		Fitted with handle, push plate, door closer and door stopper
	Bathroom door	<u>Bathroom and Bathroom 1:</u> Hollow core timber swing door with timber louvre	Finished with plastic laminate and timber louvre	Fitted with lockset, handle and door stopper
		<u>Bathroom 2:</u> Hollow core timber sliding door with timber louvre		Fitted with sliding door lockset and recessed handle
	Balcony and utility platform door	Glass sliding door	Aluminium door frame fitted with tinted glass	Fitted with lockset and handle

2. 室內裝修物料

細項	描述				
(e) 廚房		牆壁	地板	天花板	灶台
	廚房的牆壁、地板、天花板及灶台的裝修物料的類型	牆壁鋪砌瓷磚 (但不包括假天花水平上 100 毫米以上，該處之牆身不設裝修物料)	地板鋪砌瓷磚	鋁質假天花及瓷磚	灶台面鋪設實體面材
				乳膠漆髹於外露位置及裝飾橫樑髹乳膠漆	
	牆壁的裝修物料是否鋪至天花板	牆壁裝修物料鋪砌至假天花水平上 100 毫米 (被裝飾橫樑遮蓋之牆身不設裝修物料)			

3. 室內裝置

細項	描述			
(a) 門		用料	裝飾物料	配件
	住宅單位入口大門	實心防火木門	配以膠板飾面	裝設門鎖、門抽、氣鼓、防盜眼、門擋及門衛
	主人睡房門及睡房門	空心木門		裝設門鎖、門抽及門擋
	廚房門 (如有提供)	實心防火木門配防火玻璃視窗		裝設門抽、推板、氣鼓及門擋
	浴室門	<u>浴室及浴室 1:</u> 空心木掩門及木百葉	配以膠板飾面及木百葉	裝設門鎖、門抽及門擋
		<u>浴室 2:</u> 空心木趟門及木百葉		裝設趟門鎖及暗門抽
	露台及工作平台門	玻璃趟門	鋁質框配有色玻璃	裝設門鎖及門抽

3. Interior Fittings

Item	Description		
(b) Bathroom	(i) Type and material of fittings and equipment	Type	Material
		Basin cabinet	Timber cabinet finished with plastic laminate and stainless steel (skirting)
		Basin counter top	Solid surface
		Mirror cabinet	Timber cabinet finished with plastic laminate and mirror
		Basin mixer, towel hanging rod, toilet paper holder, shower set, shower mixer	Chrome plated
		Corner shelf (for shower compartment only)	Reconstituted stone
		Shower curtain rod (for bathtub only)	Chrome plated
		Wash basin	Vitreous china
		Water closet	
	(ii) Type and material of water supply system	Cold water, hot water & flushing water	Copper water pipes with thermal insulation for cold water and hot water supply system ; uPVC pipes are used for flushing water system
	(iii) Type and material of bathing facilities (including shower or bathtub, if applicable)	All Bathrooms (if provided) and Bathroom 2 (if provided) are fitted with shower compartment and shower set	Clear tempered glass shower sliding door with chrome plated shower mixer and shower set
		All Bathroom 1 (if provided) are fitted with bathtub and shower set	Enamelled cast iron bathtub with chrome plated bath mixer and shower set
	(iv) Size of bathtub, if applicable	1400mm (L) x 700mm (W) x 420mm (H)	

3. 室內裝置

細項	描述		
(b) 浴室	(i) 裝置及設備的類型及用料	類型	用料
		洗手盆櫃	木製櫃配以膠板飾面及不銹鋼(腳線)
		洗手盆檯面	實體面材
		鏡櫃	木製櫃配以膠板飾面及鏡
		洗手盆水龍頭、毛巾掛杆、廁紙架、淋浴套件、花灑	鍍鉻
		角落架(僅適用於淋浴間)	人造石
		浴簾桿(僅適用於浴缸)	鍍鉻
		洗手盆	搪瓷
		座廁	
	(ii) 供水系統的類型及用料	冷水、熱水及沖廁水	冷水喉及熱水喉採用配有隔熱絕緣保護之銅喉管；沖廁水喉採用 uPVC 膠喉管
	(iii) 沐浴設施(包括花灑或浴缸(如適用的話))	所有浴室(如有)及浴室2(如有)均設有淋浴間及淋浴套件	強化清玻璃趟門，配鍍鉻花灑水龍頭及淋浴套件
		所有浴室1(如有)均設有浴缸及淋浴套件	搪瓷鑄鐵浴缸，帶鍍鉻浴缸龍頭及淋浴套件
	(iv) 浴缸大小(如適用的話)	1400毫米(長) x 700毫米(闊) x 420毫米(高)	

3. Interior Fittings

Item	Description		
(c) Kitchen	Kitchen		
	(i) Material of sink unit	Stainless steel	
	(ii) Material of water supply system	Copper water pipes with thermal insulation for cold water and hot water supply system	
	(iii) Material and finishes of kitchen cabinet	Material: Timber cabinet	Finishes: Finished with plastic laminate and solid surface counter top
	(iv) Type of all other fittings and equipment	Other fittings	Chrome-plated water mixer and hanging rod
		Other equipment	Not applicable
	Open Kitchen		
	(i) Material of sink unit	Stainless steel	
	(ii) Material of water supply system	Copper water pipes with thermal insulation for cold water and hot water supply system	
	(iii) Material and finishes of kitchen cabinet	Material: Timber cabinet	Finishes: Finished with plastic laminate and solid surface counter top
(d) Bedroom	Type and material of fittings (including built-in wardrobe)	Other fittings	Chrome-plated water mixer and hanging rod
		Other equipment	Smoke detectors are fitted at the ceiling of the living/dining room near the open kitchen Sprinkler heads are fitted at the ceiling of the open kitchen
(e) Telephone	Location and number of connection points	Telephone connection points are provided For the location and number of connection points, please refer to the “Schedule of Mechanical & Electrical Provisions of Residential Units”	
(f) Aerials	Location and number of connection points	TV / FM outlets for TV / FM radio programs are provided For the location and number of connection points, please refer to the “Schedule of Mechanical & Electrical Provisions of Residential Units”	

3. 室內裝置

細項	描述		
(c) 廚房	廚房		
	(i) 洗滌盆的用料	不銹鋼	
	(ii) 供水系統的用料	冷水喉及熱水喉採用配有隔熱絕緣保護之銅喉管	
	(iii) 廚櫃的用料及裝修物料	用料：木製櫃	裝修物料：配以膠板飾面及實體面材檯面
	(iv) 所有其他裝置及設備的類型	其他裝置	鍍鉻水龍頭及掛桿
		其他設備	不適用
	開放式廚房		
	(i) 洗滌盆的用料	不銹鋼	
	(ii) 供水系統的用料	冷水喉及熱水喉採用配有隔熱絕緣保護之銅喉管	
	(iii) 廚櫃的用料及裝修物料	用料：木製櫃	裝修物料：配以膠板飾面及實體面材檯面
(d) 睡房	裝置（包括嵌入式衣櫃）的類型及用料	其他裝置	鍍鉻水龍頭及掛桿
		其他設備	煙霧探測器安裝在開放式廚房附近之客廳/飯廳的天花板 消防花灑頭安裝在開放式廚房內的天花板
(e) 電話	接駁點的位置及數目	已提供電話接駁點 有關接駁點位置及數目，請參閱「住宅單位機電裝置數量說明表」	
(f) 天線	接駁點的位置及數目	已提供電視及電台插座 有關接駁點位置及數目，請參閱「住宅單位機電裝置數量說明表」	

22 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior Fittings

Item	Description	
(g) Electrical installations	(i) Electrical fittings (including safety devices)	Single phase electricity supply with miniature circuit breaker distribution board for flats
	(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed. Other than those parts of the conduits concealed within concrete, the rest of them are exposed Exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, cladding, partition walls, pipe ducts or other materials
	(iii) Location and number of power points and air-conditioner points	Please refer to the “Schedule of Mechanical & Electrical Provisions of Residential Units”
(h) Gas supply	Type	Towngas
	System	Town gas supply pipes are connected to gas water heater and gas point is provided in the kitchen of all flats
	Location	Please refer to the “Schedule of Mechanical & Electrical Provisions of Residential Units”
(i) Washing machine connection point	Location	Inside kitchen cabinet (Please also refer to the “Schedule of Mechanical & Electrical Provisions of Residential Units”)
	Design	22mm diameter water point and 40mm diameter drain point
(j) Water supply	(i) Material of water pipes	Copper water pipes with thermal insulation for cold water and hot water supply system; uPVC pipes are used for flushing water system
	(ii) Whether water pipes are concealed or exposed	Water pipes are partially concealed and partially exposed. Other than that of the water pipes which concealed in the concrete, the remaining parts of the water pipes are exposed. Exposed water pipes may be covered or hidden by false ceilings, bulkheads, storage cabinets, cladding, partition walls, pipe troughs or other materials
	(iii) Whether hot water is available	Hot water is available to supply to kitchen or open kitchen and Bathroom and/or Bathroom 1 and Bathroom 2

3. 室內裝置

細項	描述	
(g) 電力裝置	(i) 供電附件 (包括安全裝置)	單相供電與斷路器配電箱供單位
	(ii) 導管是隱藏或外露	導管是部分隱藏及部分外露。除部分隱藏於混凝土內之導管外，其他部分的導管均為外露 外露的導管可能被假天花、裝飾橫樑、貯存櫃、飾面、分間牆、管道槽或其他物料遮蓋或掩藏
	(iii) 電插座及空調機接駁點的位置及數目	請參閱「住宅單位機電裝置數量說明表」
(h) 氣體供應	類型	煤氣
	系統	所有單位之煤氣喉接駁至煤氣熱水爐及在廚房提供煤氣接駁點
	位置	請參閱「住宅單位機電裝置數量說明表」
(i) 洗衣機接駁點	位置	廚櫃內 (另請參閱「住宅單位機電裝置數量說明表」)
	設計	直徑 22 毫米來水接駁喉位及直徑 40 毫米去水接駁喉位
(j) 供水	(i) 水管的用料	冷水喉及熱水喉採用配有隔熱絕緣保護之銅喉管；沖廁水喉採用 uPVC 膠喉管
	(ii) 水管是隱藏或外露	水管部分隱藏及部分外露。除部分隱藏於混凝土內之水管外，其他部分的水管均為外露。外露的水管可能被假天花、裝飾橫樑、貯存櫃、飾面、分間牆、管道槽或其他物料遮蓋或掩藏
	(iii) 有否熱水供應	廚房或開放式廚房和浴室和/或浴室 1 和浴室 2 供應熱水

4. Miscellaneous

Item	Description					
(a) Lifts	Residential Lifts			Podium Lift		
	Tower	Tower 1	Tower 2	Podium Lift		
	(i) Brand name	Hitachi		Hitachi		
	(i) Model number	MCA-925-CO150		LCA-1350-CO60	LCA-1600-2S60	LCA-1600-CO60
	(ii) Number of lifts	3	4	3	1	1
	(ii) Floors served by the lifts	<u>Lift 1:</u> B1/F – G/F, 2/F – 25/F <u>Lift 2 & Lift 3:</u> 2/F – 25/F	<u>Lift 4:</u> B1/F – G/F, 2/F – 25/F <u>Lift 5, Lift 6 & Lift 7:</u> 2/F – 25/F	<u>Lift 8, Lift 9 & Lift 10:</u> B2/F – 2/F	<u>Lift 11:</u> B2/F – 2/F	<u>Lift 12:</u> B2/F – 1/F
(b) Letter box	Material		Stainless Steel			
(c) Refuse collection	(i) Means of refuse collection		Refuse storage and material recovery room is provided at the common area of each residential floor. The refuse is collected by cleaners to the central refuse collection chamber on G/F for handling and removal by FEHD’s refuse collection vehicles			
	(ii) Location of refuse room		Refuse storage and material recovery room is provided at the common area of each residential floor. Refuse collection chamber is provided on G/F			

In relation to items 4(a) and 6 in the Development specified in the above table, the Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

4. 雜項

細項	描述					
(a) 升降機	住宅升降機			平台升降機		
	座數	第1座	第2座	平台升降機		
	(i) 品牌名稱	日立		日立		
	(i) 產品型號	MCA-925-CO150		LCA-1350-CO60	LCA-1600-2S60	LCA-1600-CO60
	(ii) 升降機的數目	3	4	3	1	1
	(ii) 到達的樓層	<u>升降機1：</u> 地庫1樓至地下、 2樓至25樓 <u>升降機2及升降機3：</u> 2樓至25樓	<u>升降機4：</u> 地庫1樓至地下、 2樓至25樓 <u>升降機5、升降機6及升降機7：</u> 2樓至25樓	<u>升降機8、升降機9及升降機10：</u> 地庫2樓至2樓	<u>升降機11：</u> 地庫2樓至2樓	<u>升降機12：</u> 地庫2樓至1樓
(b) 信箱	用料		不銹鋼			
(c) 垃圾收集	(i) 垃圾收集的方法		每層住宅樓層的公用地方設有垃圾及物料回收室，清潔工收集垃圾到地下之垃圾收集房處理及食環署垃圾收集車收集運走			
	(ii) 垃圾房的位置		每層住宅樓層的公用地方設有垃圾及物料回收室，地下設有垃圾收集房			

有關於發展項目在上述列表所指明之第4(a)及第6細項，賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

22 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

4. Miscellaneous

Item	Description					
(d) Water meter, electricity meter and gas meter	(i) Location	Water meter	Inside common water meter cabinet on each residential floor			
		Electricity meter	Inside common electrical meter room/electrical meter cabinet on each residential floor			
		Gas meter	Inside the respective location of the following flat(s):			
			Tower	Floor	Inside kitchen	Inside balcony and utility platform
			Tower 1	3/F – 25/F	–	A, B, C, D, E, F, G, H, J, K, L, M, N
			Tower 2		A, C, D	B, E, F, G, H, J, K, L, M, N, P, Q
	(ii) Whether they are separate or communal meters for residential properties	Water meter	Separate meter			
		Electricity meter	Separate meter			
		Gas meter	Separate meter			

5. Security Facilities

Item	Description		
Security facilities	Security system and equipment (including details of built-in provisions and their locations)	Access control and security system	Smart card access control system is provided at residential entrance lobbies and residential recreational facilities for residents' access
		CCTV	CCTV system is provided at residential entrance lobbies, lift car cages, residential recreational facilities, common areas, staircase exits at roof and boundary wall of the Development connecting to guard house and management office

6. Appliances

Description
For brand name and model number, please refer to the “Appliances Schedule”

In relation to items 4(a) and 6 in the Development specified in the above table, the Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed.

4. 雜項

細項	描述					
(d) 水錶、電錶及氣體錶	(i) 位置	水錶	每個住宅樓層之公共水錶箱內			
		電錶	每個住宅樓層之公共電錶房/電錶箱			
		氣體錶	以下單位的位置內：			
			座數	樓層	位於廚房內	位於露台及工作平台
			第1座	3樓至25樓	—	A、B、C、D、E、F、G、H、J、K、L、M、N
			第2座		A、C、D	B、E、F、G、H、J、K、L、M、N、P、Q
	(ii) 就住宅單位而言是獨立抑或公用的錶	水錶	獨立錶			
		電錶	獨立錶			
		氣體錶	獨立錶			

5. 保安設施

細項	描述		
保安設施	保安系統及設備 (包括嵌入式裝備的細節及其位置)	入口通道控制及保安系統	住宅入口大堂及住宅康樂設施設有智能咭通道控制系統供住客出入
		閉路電視	住宅入口大堂、升降機內、住宅康樂設施、公用地方、天台之樓梯出口及發展項目邊界的圍牆均設有閉路電視連接保安室及管理處

6. 設備

描述
有關品牌名稱及產品型號，請參閱「設備說明表」

有關於發展項目在上述列表所指明之第4(a)及第6細項，賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 1 第1座												
				3/F 3樓												
				A	B	C	D	E	F	G	H	J	K	L	M	N
Split type air-conditioner 分體式空調機	Living / Dining Room 客廳/飯廳	Toshiba 東芝	RAS-18J2KV-HK	✓	✓	✓	✓	–	–	–	–	✓	–	–	✓	✓
			RAS-M16N4KV	–	–	–	–	✓	✓	–	–	–	–	–	–	–
		Daikin 大金	FTXS60KVAMN	–	–	–	–	–	–	✓	✓	–	✓	✓	–	–
	Master Bedroom 主人睡房	Toshiba 東芝	RAS-M10N4KV	–	–	–	–	✓	✓	–	–	–	–	–	–	–
			RAS-M16N4KV	✓	✓	✓	✓	–	–	–	–	✓	–	–	✓	✓
		Daikin 大金	FTXS50KAVMN	–	–	–	–	–	–	✓	✓	–	✓	✓	–	–
	Bedroom 1 睡房 1	Toshiba 東芝	RAS-M10N4KV	✓	✓	✓	✓	–	–	–	–	✓	–	–	✓	✓
		Daikin 大金	FTXS35KVMN	–	–	–	–	–	–	✓	✓	–	✓	✓	–	–
	Balcony and Utility Platform 露台及工作平台	Toshiba 東芝	RAS-18J2AV-HK	✓	✓	✓	✓	–	–	–	–	✓	–	–	✓	✓
			RAS-3M26S3AV-E	✓	✓	✓	✓	✓	✓	–	–	✓	–	–	✓	✓
		Daikin 大金	4MXS115HV2C	–	–	–	–	–	–	✓	✓	–	✓	✓	–	–
Exhaust fan 抽氣扇	Bathroom 浴室	IMASU 伊馬司	HAE13-15B2	–	–	✓	✓	–	–	–	✓	✓	–	✓	✓	–
		Ostberg 奧斯博格	BPT 150 C	✓	✓	–	–	✓	✓	✓	–	–	✓	–	–	✓
	Kitchen 廚房	IMASU 伊馬司	HAE13-15B2	✓	✓	✓	✓	–	–	–	–	–	–	–	–	–
Built-in type gas hob 嵌入式煤氣煮食爐	Kitchen 廚房	TGC	TRTB62ST-G	✓	✓	✓	✓	–	–	–	–	–	–	–	–	–
Built-in type induction hob 嵌入式電磁煮食爐	Open Kitchen 開放式廚房	Zanussi 金章	ZIC-6788	–	–	–	–	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cooker hood 抽油煙機	Kitchen / Open Kitchen 廚房/開放式廚房	Philco 飛歌	PC700SLE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gas water heater 煤氣熱水爐	Balcony and Utility Platform 露台及工作平台	TGC	RBOX16QL/R	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

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

- Notes:
- “✓” means such appliance(s) is/ are provided and/ or installed in the residential unit.
 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

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

- 備註：
- 「✓」表示此設備於該住宅單位內提供及 /或安裝。
 - 上表「–」代表不適用。
 - 第1座不設「I」單位。第2座不設「I」及「O」單位。

Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 1 第1座												
				4/F – 25/F 4樓至25樓												
				A	B	C	D	E	F	G	H	J	K	L	M	N
Split type air-conditioner 分體式空調機	Living / Dining Room 客廳/飯廳	Toshiba 東芝	RAS-18J2KV-HK	✓	✓	✓	✓	–	–	–	–	✓	–	–	✓	✓
			RAS-M16N4KV	–	–	–	–	✓	✓	–	–	–	–	–	–	–
		Daikin 大金	FTXS60KVAMN	–	–	–	–	–	–	✓	✓	–	✓	✓	–	–
	Master Bedroom 主人睡房	Toshiba 東芝	RAS-M10N4KV	–	–	–	–	✓	✓	–	–	–	–	–	–	–
			RAS-M16N4KV	✓	✓	✓	✓	–	–	–	–	✓	–	–	✓	✓
		Daikin 大金	FTXS50KAVMN	–	–	–	–	–	–	✓	✓	–	✓	✓	–	–
	Bedroom 1 睡房 1	Toshiba 東芝	RAS-M10N4KV	✓	✓	✓	✓	–	–	–	–	✓	–	–	✓	✓
		Daikin 大金	FTXS35KVMN	–	–	–	–	–	–	✓	✓	–	✓	✓	–	–
	Balcony and Utility Platform 露台及工作平台	Toshiba 東芝	RAS-18J2AV-HK	✓	✓	✓	✓	–	–	–	–	✓	–	–	✓	✓
			RAS-3M26S3AV-E	✓	✓	✓	✓	✓	✓	–	–	✓	–	–	✓	✓
		Daikin 大金	4MXS115HV2C	–	–	–	–	–	–	✓	✓	–	✓	✓	–	–
Exhaust fan 抽氣扇	Bathroom 浴室	IMASU 伊馬司	HAE13-15B2	–	–	✓	✓	–	–	–	✓	✓	–	✓	✓	–
		Ostberg 奧斯博格	BPT 150 C	✓	✓	–	–	✓	✓	✓	–	–	✓	–	–	✓
	Kitchen 廚房	IMASU 伊馬司	HAE13-15B2	✓	✓	✓	✓	–	–	–	–	–	–	–	–	–
Built-in type gas hob 嵌入式煤氣煮食爐	Kitchen 廚房	TGC	TRTB62ST-G	✓	✓	✓	✓	–	–	–	–	–	–	–	–	–
Built-in type induction hob 嵌入式電磁煮食爐	Open Kitchen 開放式廚房	Zanussi 金章	ZIC-6788	–	–	–	–	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cooker hood 抽油煙機	Kitchen / Open Kitchen 廚房/開放式廚房	Philco 飛歌	PC700SLE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gas water heater 煤氣熱水爐	Balcony and Utility Platform 露台及工作平台	TGC	RBOX16QL/R	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

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

- Notes:
- “✓” means such appliance(s) is/ are provided and/ or installed in the residential unit.
 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

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

- 備註：
- 「✓」表示此設備於該住宅單位內提供及 /或安裝。
 - 上表「–」代表不適用。
 - 第1座不設「I」單位。第2座不設「I」及「O」單位。

Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 2 第2座														
				3/F 3樓														
				A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q
Split type air-conditioner 分體式空調機	Living / Dining Room 客廳/飯廳	Toshiba 東芝	RAS-18J2KV-HK	–	✓	–	–	✓	✓	✓	✓	✓	–	–	✓	–	✓	✓
			RAS-M16N4KV	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–
			RAS-M24N4KV	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–
	Master Bedroom 主人睡房	Daikin 大金	FTXS60KVAMN	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–	–
		Toshiba 東芝	RAS-M16N4KV	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	✓	✓	✓	✓
	Bedroom 1 睡房 1	Daikin 大金	FTXS50KAVMN	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–	–
		Toshiba 東芝	RAS-M10N4KV	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	✓	–	✓	✓
	Bedroom 2 睡房 2	Daikin 大金	FTXS35KVMN	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–	–
		Toshiba 東芝	RAS-M10N4KV	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–
	Balcony and Utility Platform 露台及工作平台	Toshiba 東芝	RAS-18J2AV-HK	–	✓	–	–	✓	✓	✓	✓	✓	–	–	✓	–	✓	✓
			RAS-3M26S3AV-E	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	✓	✓	✓	✓
			RAS-5M34S3AV-E	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–
		Daikin 大金	4MXS115HV2C	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–	–
Exhaust fan 抽氣扇	Bathroom 1 浴室 1	IMASU 伊馬司	HAE13-15B2	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–
	Bathroom / Bathroom 2 浴室/浴室 2	IMASU 伊馬司	HAE13-15B2	✓	✓	✓	✓	✓	✓	✓	–	✓	✓	✓	✓	–	–	✓
		Ostberg 奧斯博格	BPT 150 C	–	–	–	–	–	–	–	✓	–	–	–	–	✓	✓	–
	Kitchen 廚房	IMASU 伊馬司	HAE13-15B2	✓	✓	✓	✓	✓	✓	–	–	✓	–	–	✓	–	✓	✓
Built-in type gas hob 嵌入式煤氣煮食爐	Kitchen 廚房	TGC	TRTB62ST-G	✓	✓	✓	✓	✓	✓	–	–	✓	–	–	✓	–	✓	✓

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

- Notes:
- “✓” means such appliance(s) is/ are provided and/ or installed in the residential unit.
 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

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

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- 「✓」表示此設備於該住宅單位內提供及 /或安裝。
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 - 第1座不設「I」單位。第2座不設「I」及「O」單位。

Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 2 第2座														
				3/F 3樓														
				A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q
Built-in type induction hob 嵌入式電磁煮食爐	Open Kitchen 開放式廚房	Zanussi 金章	ZIC-6788	–	–	–	–	–	–	✓	✓	–	✓	✓	–	✓	–	–
Cooker hood 抽油煙機	Kitchen / Open Kitchen 廚房/開放式廚房	Philco 飛歌	PC700SLE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gas water heater 煤氣熱水爐	Bathroom 1 浴室1	TGC	ST20SD	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–
	Balcony and Utility Platform 露台及工作平台	TGC	RBOX16QL/R	–	✓	–	–	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Instantaneous type electric water heater 即熱式電熱水爐	Kitchen 廚房	Stiebel Eltron 斯寶亞創	DHM6	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–

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 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

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Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 2 第2座														
				4/F – 25/F 4樓至25樓														
				A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q
Split type air-conditioner 分體式空調機	Living / Dining Room 客廳/飯廳	Toshiba 東芝	RAS-18J2KV-HK	–	✓	–	–	✓	✓	✓	✓	✓	–	–	✓	–	✓	✓
			RAS-M16N4KV	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–
			RAS-M24N4KV	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–
	Master Bedroom 主人睡房	Daikin 大金	FTXS60KVAMN	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–	–
		Toshiba 東芝	RAS-M16N4KV	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	✓	–	✓	✓
	Bedroom 1 睡房 1	Daikin 大金	FTXS50KAVMN	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–	–
		Toshiba 東芝	RAS-M10N4KV	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	✓	✓	✓	✓
	Bedroom 2 睡房 2	Daikin 大金	FTXS35KVMN	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–	–
		Toshiba 東芝	RAS-M10N4KV	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–
	Balcony and Utility Platform 露台及工作平台	Toshiba 東芝	RAS-18J2AV-HK	–	✓	–	–	✓	✓	✓	✓	✓	–	–	✓	–	✓	✓
			RAS-3M26S3AV-E	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	✓	✓	✓	✓
			RAS-5M34S3AV-E	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–
		Daikin 大金	4MXS115HV2C	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–	–
Exhaust fan 抽氣扇	Bathroom 1 浴室 1	IMASU 伊馬司	HAE13-15B2	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–
	Bathroom / Bathroom 2 浴室/浴室 2	IMASU 伊馬司	HAE13-15B2	✓	✓	✓	✓	✓	✓	✓	–	✓	✓	✓	✓	–	–	✓
		Ostberg 奧斯博格	BPT 150 C	–	–	–	–	–	–	–	✓	–	–	–	–	✓	✓	–
	Kitchen 廚房	IMASU 伊馬司	HAE13-15B2	✓	✓	✓	✓	✓	✓	–	–	✓	–	–	✓	–	✓	✓
Built-in type gas hob 嵌入式煤氣煮食爐	Kitchen 廚房	TGC	TRTB62ST-G	✓	✓	✓	✓	✓	✓	–	–	✓	–	–	✓	–	✓	✓

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

- Notes:
- “✓” means such appliance(s) is/ are provided and/ or installed in the residential unit.
 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

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- 備註：
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 - 第1座不設「I」單位。第2座不設「I」及「O」單位。

Appliances Schedule 設備說明表

Appliance 設備	Location 位置	Brand Name 品牌名稱	Model Number 產品型號	Tower 2 第2座														
				4/F – 25/F 4樓至25樓														
				A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q
Built-in type induction hob 嵌入式電磁煮食爐	Open Kitchen 開放式廚房	Zanussi 金章	ZIC-6788	–	–	–	–	–	–	✓	✓	–	✓	✓	–	✓	–	–
Cooker hood 抽油煙機	Kitchen / Open Kitchen 廚房/開放式廚房	Philco 飛歌	PC700SLE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gas water heater 煤氣熱水爐	Bathroom 1 浴室1	TGC	ST20SD	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–
	Balcony and Utility Platform 露台及工作平台	TGC	RBOX16QL/R	–	✓	–	–	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Instantaneous type electric water heater 即熱式電熱水爐	Kitchen 廚房	Stiebel Eltron 斯寶亞創	DHM6	✓	–	✓	✓	–	–	–	–	–	–	–	–	–	–	–

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

- Notes:
- “✓” means such appliance(s) is/ are provided and/ or installed in the residential unit.
 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

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

- 備註：
- 「✓」表示此設備於該住宅單位內提供及 /或安裝。
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 - 第1座不設「I」單位。第2座不設「I」及「O」單位。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 1 第1座												
		3/F 3樓												
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N
Main Entrance 大門入口	Door Bell Push Button 門鐘按鈕	1	1	1	1	1	1	1	1	1	1	1	1	1
Living / Dining Room & Corridor 客廳/飯廳及走廊	Lighting Switch 燈掣	5	5	5	5	2	2	4	4	4	4	4	4	4
	Lighting Point 燈位	3	3	3	3	2	2	3	3	3	3	3	3	3
	Switch for Exhaust Fan 抽氣扇開關	2	2	2	2	1	1	1	1	1	1	1	1	1
	Switch for Gas Water Heater 煤氣熱水爐開關	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	3	3	3	3	2	2	2	2	2	2	2	2	2
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2
	TV/FM Outlet 電視及電台接收插座	2	2	2	2	2	2	2	2	2	2	2	2	2
	Data Outlet 數據位	2	2	2	2	2	2	2	2	2	2	2	2	2
	Door Bell 門鐘	—	—	—	—	1	1	1	1	1	1	1	1	1
Master Bedroom 主人睡房	Miniature Circuit Breaker Board 總配電箱	—	—	—	—	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	1
	TV/FM Outlet 電視及電台接收插座	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.

2. The symbol “—” as shown in the above table denotes “Not applicable”.

3. Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

4. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

備註：

1. 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。

2. 上表「—」代表不適用。

3. 第1座不設「I」單位。第2座不設「I」及「O」單位。

4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 1 第1座												
		3/F 3樓												
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N
Bedroom 1 睡房1	Lighting Switch 燈掣	1	1	1	1	–	–	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	–	–	1	1	1	1	1	1	1
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	–	–	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	–	–	1	1	1	1	1	1	1
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	–	–	1	1	1	1	1	1	1
	TV/FM Outlet 電視及電台接收插座	1	1	1	1	–	–	1	1	1	1	1	1	1
Bathroom 浴室	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2	2
	LED Strip LED 燈帶	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Mirror Cabinet Lighting 接線座連保險絲供鏡櫃燈	1	1	1	1	1	1	1	1	1	1	1	1	1
	Gas Water Heater Controller 煤氣熱水爐控制器	1	1	1	1	1	1	1	1	1	1	1	1	1
Kitchen / Open Kitchen 廚房/開放式廚房	Lighting Point 燈位	2	2	2	2	–	–	–	–	–	–	–	–	–
	LED Strip LED 燈帶	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Twin Socket Outlet 13 安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Cooker Hood 接線座連保險絲供抽油煙機	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	–	–	–	–	–	–	–	–	–
	Fused Spur Unit for Kitchen Cabinet Lighting 接線座連保險絲供廚房櫃燈	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Induction Hob 接線座連保險絲供電磁煮食爐	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for Induction Hob 開關制供電磁煮食爐	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.

2. The symbol “–” as shown in the above table denotes “Not applicable”.

3. Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

4. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

備註：

1. 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。

2. 上表「–」代表不適用。

3. 第1座不設「I」單位。第2座不設「I」及「O」單位。

4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 1 第1座												
		3/F 3樓												
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N
Kitchen / Open Kitchen 廚房/開放式廚房	13A Single Socket Outlet for Refrigerator 13安培單位電插座供雪櫃	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Washing Machine 13安培單位電插座供洗衣機	1	1	1	1	1	1	1	1	1	1	1	1	1
	Door Bell 門鐘	1	1	1	1	—	—	—	—	—	—	—	—	—
	Miniature Circuit Breaker Board 總配電箱	1	1	1	1	—	—	—	—	—	—	—	—	—
	Water Connection Point for Washing Machine (Water Inlet) 洗衣機來水接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Connection Point for Washing Machine (Water Outlet) 洗衣機去水接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1
Balcony and Utility Platform 露台及工作平台	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	1	1	1	1	1	1	1	1	1	1	1	1	1
	20A Isolator for A/C Outdoor Unit 20安培開關供空調機室外機	2	2	2	2	1	1	—	—	2	—	—	2	2
	32A Isolator for A/C Outdoor Unit 32安培開關供空調機室外機	—	—	—	—	—	—	1	1	—	1	1	—	—
	Connection Point for Gas Water Heater 煤氣熱水爐接線位	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.

2. The symbol “—” as shown in the above table denotes “Not applicable”.

3. Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

4. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

備註：

1. 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。

2. 上表「—」代表不適用。

3. 第1座不設「I」單位。第2座不設「I」及「O」單位。

4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 1 第1座												
		4/F – 25/F 4樓至25樓												
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N
Main Entrance 大門入口	Door Bell Push Button 門鐘按鈕	1	1	1	1	1	1	1	1	1	1	1	1	1
Living / Dining Room & Corridor 客廳/飯廳及走廊	Lighting Switch 燈掣	5	5	5	5	2	2	4	4	4	4	4	4	4
	Lighting Point 燈位	3	3	3	3	2	2	3	3	3	3	3	3	3
	Switch for Exhaust Fan 抽氣扇開關	2	2	2	2	1	1	1	1	1	1	1	1	1
	Switch for Gas Water Heater 煤氣熱水爐開關	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	3	3	3	3	2	2	2	2	2	2	2	2	2
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2
	TV/FM Outlet 電視及電台接收插座	2	2	2	2	2	2	2	2	2	2	2	2	2
	Data Outlet 數據位	2	2	2	2	2	2	2	2	2	2	2	2	2
	Door Bell 門鐘	–	–	–	–	1	1	1	1	1	1	1	1	1
Master Bedroom 主人睡房	Miniature Circuit Breaker Board 總配電箱	–	–	–	–	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	1
	TV/FM Outlet 電視及電台接收插座	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
- The symbol “–” as shown in the above table denotes “Not applicable”.
- Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

備註：

- 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。
- 上表「–」代表不適用。
- 第1座不設「I」單位。第2座不設「I」及「O」單位。
- 說明表所顯示的燈掣數量是表示燈掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 1 第1座												
		4/F – 25/F 4樓至25樓												
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N
Bedroom 1 睡房1	Lighting Switch 燈掣	1	1	1	1	–	–	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	–	–	1	1	1	1	1	1	1
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	–	–	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	–	–	1	1	1	1	1	1	1
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	–	–	1	1	1	1	1	1	1
	TV/FM Outlet 電視及電台接收插座	1	1	1	1	–	–	1	1	1	1	1	1	1
Bathroom 浴室	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2	2
	LED Strip LED 燈帶	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Mirror Cabinet Lighting 接線座連保險絲供鏡櫃燈	1	1	1	1	1	1	1	1	1	1	1	1	1
	Gas Water Heater Controller 煤氣熱水爐控制器	1	1	1	1	1	1	1	1	1	1	1	1	1
Kitchen / Open Kitchen 廚房/開放式廚房	Lighting Point 燈位	2	2	2	2	–	–	–	–	–	–	–	–	–
	LED Strip LED 燈帶	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Twin Socket Outlet 13 安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Cooker Hood 接線座連保險絲供抽油煙機	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	–	–	–	–	–	–	–	–	–
	Fused Spur Unit for Kitchen Cabinet Lighting 接線座連保險絲供廚房櫃燈	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Induction Hob 接線座連保險絲供電磁煮食爐	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for Induction Hob 開關制供電磁煮食爐	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
- The symbol “–” as shown in the above table denotes “Not applicable”.
- Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

備註：

- 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。
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Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 1 第1座												
		4/F – 25/F 4樓至25樓												
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N
Kitchen / Open Kitchen 廚房/開放式廚房	13A Single Socket Outlet for Refrigerator 13安培單位電插座供雪櫃	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Washing Machine 13安培單位電插座供洗衣機	1	1	1	1	1	1	1	1	1	1	1	1	1
	Door Bell 門鐘	1	1	1	1	–	–	–	–	–	–	–	–	–
	Miniature Circuit Breaker Board 總配電箱	1	1	1	1	–	–	–	–	–	–	–	–	–
	Water Connection Point for Washing Machine (Water Inlet) 洗衣機來水接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Connection Point for Washing Machine (Water Outlet) 洗衣機去水接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1
Balcony and Utility Platform 露台及工作平台	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	1	1	1	1	1	1	1	1	1	1	1	1	1
	20A Isolator for A/C Outdoor Unit 20安培開關供空調機室外機	2	2	2	2	1	1	–	–	2	–	–	2	2
	32A Isolator for A/C Outdoor Unit 32安培開關供空調機室外機	–	–	–	–	–	–	1	1	–	1	1	–	–
	Connection Point for Gas Water Heater 煤氣熱水爐接線位	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.

2. The symbol “–” as shown in the above table denotes “Not applicable”.

3. Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

4. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

備註：

1. 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。

2. 上表「–」代表不適用。

3. 第1座不設「I」單位。第2座不設「I」及「O」單位。

4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 2 第2座														
		3/F 3樓														
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q
Main Entrance 大門入口	Door Bell Push Button 門鐘按鈕	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living / Dining Room & Corridor 客廳/飯廳及走廊	Lighting Switch 燈掣	5	5	5	5	5	5	4	4	5	4	4	5	2	5	5
	Lighting Point 燈位	4	3	4	4	3	3	3	3	3	3	3	3	2	3	3
	Switch for Exhaust Fan 抽氣扇開關	2	2	2	2	2	2	1	1	2	1	1	2	1	2	2
	Switch for Gas Water Heater 煤氣熱水爐開關	–	1	–	–	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	3	3	3	3	3	3	2	2	3	2	2	3	2	3	3
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	TV/FM Outlet 電視及電台接收插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Data Outlet 數據位	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Door Bell 門鐘	–	–	–	–	–	–	1	1	–	1	1	–	1	1	1
	Miniature Circuit Breaker Board 總配電箱	–	–	–	–	–	–	1	1	–	1	1	–	1	1	1
Master Bedroom 主人睡房	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for Exhaust Fan 抽氣扇開關	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Switch for Gas Water Heater 煤氣熱水爐開關	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	13A Single Socket Outlet 13 安培單位電插座	–	1	–	–	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	2	1	2	2	1	1	1	1	1	1	1	1	1	1	1
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	TV/FM Outlet 電視及電台接收插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Bedroom 1 睡房 1	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	1	1	1	1	–	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	–	1	1

Notes:

- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
- The symbol “–” as shown in the above table denotes “Not applicable”.
- Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

備註：

- 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。
- 上表「–」代表不適用。
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Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 2 第2座														
		3/F 3樓														
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q
Bedroom 1 睡房1	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	–	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	–	1	1
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	–	1	1
	TV/FM Outlet 電視及電台接收插座	1	1	1	1	1	1	1	1	1	1	1	1	–	1	1
Bedroom 2 睡房2	Lighting Switch 燈掣	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Lighting Point 燈位	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	13A Single Socket Outlet 13 安培單位電插座	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	13A Twin Socket Outlet 13 安培雙位電插座	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	TV/FM Outlet 電視及電台接收插座	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
Bathroom 1 浴室1	Lighting Point 燈位	2	–	2	2	–	–	–	–	–	–	–	–	–	–	–
	LED Strip LED 燈帶	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	13A Twin Socket Outlet 13 安培雙位電插座	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Fused Spur Unit for Mirror Cabinet Lighting 接線座連保險絲供鏡櫃燈	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Connection Point for Gas Water Heater 煤氣熱水爐接線位	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
Bathroom / Bathroom 2 浴室/浴室2	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	LED Strip LED 燈帶	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Mirror Cabinet Lighting 接線座連保險絲供鏡櫃燈	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Gas Water Heater Controller 煤氣熱水爐控制器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
2. The symbol “–” as shown in the above table denotes “Not applicable”.
3. Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.
4. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

備註：

1. 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。
2. 上表「–」代表不適用。
3. 第1座不設「I」單位。第2座不設「I」及「O」單位。
4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 2 第2座														
		3/F 3樓														
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q
Kitchen / Open Kitchen 廚房/開放式廚房	Lighting Point 燈位	2	2	2	2	2	2	—	—	2	—	—	2	—	2	2
	LED Strip LED 燈帶	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Twin Socket Outlet 13 安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Cooker Hood 接線座連保險絲供抽油煙機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	1	1	—	—	1	—	—	1	—	1	1
	Fused Spur Unit for Kitchen Cabinet Lighting 接線座連保險絲供廚房櫃燈	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Induction Hob 接線座連保險絲供電磁煮食爐	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for Induction Hob 開關掣供電磁煮食爐	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Refrigerator 13 安培單位電插座供雪櫃	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Washing Machine 13 安培單位電插座供洗衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	32A Isolator for Electric Water Heater 32 安培開關供電熱水爐	1	—	1	1	—	—	—	—	—	—	—	—	—	—	—
	Door Bell 門鐘	1	1	1	1	1	1	—	—	1	—	—	1	—	—	—
	Miniature Circuit Breaker Board 總配電箱	1	1	1	1	1	1	—	—	1	—	—	1	—	—	—
	Water Connection Point for Washing Machine (Water Inlet) 洗衣機來水接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Connection Point for Washing Machine (Water Outlet) 洗衣機去水接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Balcony and Utility Platform 露台及工作平台	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	—	1	—	—	1	1	1	1	1	1	1	1	1	1	1
	20A Isolator for A/C Outdoor Unit 20 安培開關供空調機室外機	—	2	—	—	2	2	2	2	2	—	—	2	1	2	2
	32A Isolator for A/C Outdoor Unit 32 安培開關供空調機室外機	2	—	2	2	—	—	—	—	—	1	1	—	—	—	—
	Connection Point for Gas Water Heater 煤氣熱水爐接線位	—	1	—	—	1	1	1	1	1	1	1	1	1	1	1

Notes:

1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.

2. The symbol “—” as shown in the above table denotes “Not applicable”.

3. Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

4. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

備註：

1. 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。

2. 上表「—」代表不適用。

3. 第1座不設「I」單位。第2座不設「I」及「O」單位。

4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 2 第2座														
		4/F – 25/F 4樓至25樓														
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q
Main Entrance 大門入口	Door Bell Push Button 門鐘按鈕	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living / Dining Room & Corridor 客廳/飯廳及走廊	Lighting Switch 燈掣	5	5	5	5	5	5	4	4	5	4	4	5	2	5	5
	Lighting Point 燈位	4	3	4	4	3	3	3	3	3	3	3	3	2	3	3
	Switch for Exhaust Fan 抽氣扇開關	2	2	2	2	2	2	1	1	2	1	1	2	1	2	2
	Switch for Gas Water Heater 煤氣熱水爐開關	–	1	–	–	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	3	3	3	3	3	3	2	2	3	2	2	3	2	3	3
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	TV/FM Outlet 電視及電台接收插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Data Outlet 數據位	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Door Bell 門鐘	–	–	–	–	–	–	1	1	–	1	1	–	1	1	1
	Miniature Circuit Breaker Board 總配電箱	–	–	–	–	–	–	1	1	–	1	1	–	1	1	1
Master Bedroom 主人睡房	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	1	1	1	1	–	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	–	1	1
	Switch for Exhaust Fan 抽氣扇開關	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Switch for Gas Water Heater 煤氣熱水爐開關	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	13A Single Socket Outlet 13 安培單位電插座	–	1	–	–	1	1	1	1	1	1	1	1	–	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	2	1	2	2	1	1	1	1	1	1	1	1	–	1	1
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	–	1	1
	TV/FM Outlet 電視及電台接收插座	1	1	1	1	1	1	1	1	1	1	1	1	–	1	1
Bedroom 1 睡房 1	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

- Notes:
- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - The symbol “–” as shown in the above table denotes “Not applicable”.
 - Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.
 - The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

- 備註：
- 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。
 - 上表「–」代表不適用。
 - 第1座不設「I」單位。第2座不設「I」及「O」單位。
 - 說明表所顯示的燈掣數量是表示燈掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 2 第2座														
		4/F – 25/F 4樓至25樓														
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q
Bedroom 1 睡房 1	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	TV/FM Outlet 電視及電台接收插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Bedroom 2 睡房 2	Lighting Switch 燈掣	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Lighting Point 燈位	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	13A Single Socket Outlet 13 安培單位電插座	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	13A Twin Socket Outlet 13 安培雙位電插座	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	13A Switched Fused for A/C Indoor Unit 13 安培熔斷開關供空調機室內機	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	TV/FM Outlet 電視及電台接收插座	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
Bathroom 1 浴室 1	Lighting Point 燈位	2	–	2	2	–	–	–	–	–	–	–	–	–	–	–
	LED Strip LED 燈帶	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	13A Twin Socket Outlet 13 安培雙位電插座	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Fused Spur Unit for Mirror Cabinet Lighting 接線座連保險絲供鏡櫃燈	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Connection Point for Gas Water Heater 煤氣熱水爐接線位	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
Bathroom / Bathroom 2 浴室/浴室 2	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	LED Strip LED 燈帶	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Mirror Cabinet Lighting 接線座連保險絲供鏡櫃燈	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Gas Water Heater Controller 煤氣熱水爐控制器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

- “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
- The symbol “–” as shown in the above table denotes “Not applicable”.
- Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

備註：

- 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。
- 上表「–」代表不適用。
- 第1座不設「I」單位。第2座不設「I」及「O」單位。
- 說明表所顯示的燈掣數量是表示燈掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Location 位置	Tower and Floor 座數及樓層	Tower 2 第2座														
		4/F – 25/F 4樓至25樓														
	Flat 單位	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q
Kitchen / Open Kitchen 廚房/開放式廚房	Lighting Point 燈位	2	2	2	2	2	2	–	–	2	–	–	2	–	2	2
	LED Strip LED 燈帶	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Twin Socket Outlet 13 安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Cooker Hood 接線座連保險絲供抽油煙機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Exhaust Fan 接線座連保險絲供抽氣扇	1	1	1	1	1	1	–	–	1	–	–	1	–	1	1
	Fused Spur Unit for Kitchen Cabinet Lighting 接線座連保險絲供廚房櫃燈	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Induction Hob 接線座連保險絲供電磁煮食爐	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for Induction Hob 開關掣供電磁煮食爐	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Refrigerator 13 安培單位電插座供雪櫃	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Washing Machine 13 安培單位電插座供洗衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	32A Isolator for Electric Water Heater 32 安培開關供電熱水爐	1	–	1	1	–	–	–	–	–	–	–	–	–	–	–
	Door Bell 門鐘	1	1	1	1	1	1	–	–	1	–	–	1	–	–	–
	Miniature Circuit Breaker Board 總配電箱	1	1	1	1	1	1	–	–	1	–	–	1	–	–	–
	Water Connection Point for Washing Machine (Water Inlet) 洗衣機來水接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Connection Point for Washing Machine (Water Outlet) 洗衣機去水接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Balcony and Utility Platform 露台及工作平台	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit for Gas Water Heater 接線座連保險絲供煤氣熱水爐	–	1	–	–	1	1	1	1	1	1	1	1	1	1	1
	20A Isolator for A/C Outdoor Unit 20 安培開關供空調機室外機	–	2	–	–	2	2	2	2	2	–	–	2	1	2	2
	32A Isolator for A/C Outdoor Unit 32 安培開關供空調機室外機	2	–	2	2	–	–	–	–	–	1	1	–	–	–	–
	Connection Point for Gas Water Heater 煤氣熱水爐接線位	–	1	–	–	1	1	1	1	1	1	1	1	1	1	1

Notes:

1. “1, 2, 3, ...” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.

2. The symbol “–” as shown in the above table denotes “Not applicable”.

3. Flat I of Tower 1 is omitted. Flat I and Flat O of Tower 2 are omitted.

4. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.

備註：

1. 以上說明表所顯示的「1、2、3、...」表示提供於該住宅單位內的裝置數量。

2. 上表「–」代表不適用。

3. 第1座不設「I」單位。第2座不設「I」及「O」單位。

4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。

23 SERVICE AGREEMENTS 服務協議

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

- 食水及沖廁水由水務署供應。
- 電力由中華電力有限公司供應。
- 煤氣由香港中華煤氣有限公司供應。

24 GOVERNMENT RENT 地稅

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

擁有人將會繳付或已繳付(視屬何情況而定)有關已興建發展項目的該地段由批地文件之日期起計直至住宅物業之轉讓契約之日期(包括簽立轉讓契約當日)期間之所有地稅。

25 MISCELLANEOUS PAYMENTS BY PURCHASER

買方的雜項付款

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

Note:

On that delivery, the purchaser should pay to the Manager of the Development and not the owner the debris removal fee 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.

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

備註：

在交付時，買方須根據公契向發展項目的管理人支付而不須向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。

26 DEFECT LIABILITY WARRANTY PERIOD

欠妥之處的保養責任期

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

凡住宅物業或於買賣合約列出裝設於住宅物業內的裝置、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指明住宅物業之買賣成交日期後的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。

Not applicable.

不適用。

No application to the Government by the owner for a modification of the Land Grant of the Development is underway.

擁有人現時並沒有向政府提出申請修訂發展項目的批地文件。

1. Davit Arm

There are davit arm racks at the roofs forming part of the common areas of the Development. The Manager may install, connect or erect davit arm system(s) or suspended working platform to any davit arm rack and operate the same in and from such roofs and in or through the airspace over any balcony, utility platform or air-conditioner platform forming part of a residential property. The operation of the davit arm system or suspended working platform may affect the enjoyment of the owners of the residential properties.

2. Communal Pipes

There are some exposed communal pipes installed on the external walls of the Development. There is a possibility that the views or enjoyment of some of the residential units of the Development may be affected.

3. Common Flat Roofs

The common flat roofs on 3/F of the Development form part of the Residential Common Areas. For locations of the said Common Areas, please refer to the “Floor Plans of Residential Properties in the Development” Section in this Sales Brochure. Staff or worker(s) of the Manager or appointed contractor(s) may enter into or upon the said common flat roofs for cleaning or maintenance purposes, if necessary.

4. Noise Mitigation Measures

The following Approved Noise Mitigation Measures will be provided in the residential units of the Development:

Tower	Flat	Room	Floor	Approved Noise Mitigation Measures
Tower 1	C	Master Bedroom	6/F – 14/F	Acoustic Window (Baffle Type)
		Bedroom 1	7/F – 13/F	
	D	Living / Dining Room	4/F – 23/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom	3/F – 25/F	Acoustic Window (Baffle Type)
		Bedroom 1		
	E	Living / Dining Room	5/F – 17/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom	4/F – 19/F	Acoustic Window (Baffle Type)
	F	Living / Dining Room	5/F – 16/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom	5/F – 15/F	Acoustic Window (Baffle Type)
	G	Living / Dining Room	5/F – 12/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom	5/F – 13/F	Acoustic Window (Baffle Type)
		Bedroom 1	5/F – 14/F	
	H	Living / Dining Room	5/F – 11/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom	6/F – 7/F	Acoustic Window (Baffle Type)
		Bedroom 1	4/F – 11/F	

Tower	Flat	Room	Floor	Approved Noise Mitigation Measures
Tower 2	A	Living / Dining Room	3/F – 25/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom	4/F – 25/F	Acoustic Window (Baffle Type)
		Bedroom 1	3/F – 25/F	
		Bedroom 2		
	B	Living / Dining Room	4/F – 25/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom		Acoustic Window (Baffle Type)
		Bedroom 1		
	C	Living / Dining Room	4/F – 25/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom		Acoustic Window (Baffle Type)
		Bedroom 1	3/F – 25/F	
		Bedroom 2		
	D	Living / Dining Room	4/F – 25/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom		Acoustic Window (Baffle Type)
		Bedroom 1		
		Bedroom 2		
	M	Living / Dining Room	6/F – 25/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom	5/F – 25/F	Acoustic Window (Baffle Type)
		Bedroom 1		
	N	Living / Dining Room	7/F – 25/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom		Acoustic Window (Baffle Type)
	P	Living / Dining Room	7/F – 25/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom		Acoustic Window (Baffle Type)
		Bedroom 1		
	Q	Living / Dining Room	7/F – 25/F	Enhanced Acoustic Balcony (Baffle Type)
		Master Bedroom	8/F – 25/F	Acoustic Window (Baffle Type)
		Bedroom 1	7/F – 25/F	

According to the latest draft of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”), an owner whose residential unit includes Approved Noise Mitigation Measures shall be responsible for the control, operation, financial support and maintenance of such Approved Noise Mitigation Measures forming part of his residential unit. No owner shall alter or remove or permit to be altered or removed any of the Approved Noise Mitigation Measures forming part of his residential unit. The above is subject to the provisions of the DMC. A copy of the latest draft of the DMC is available for inspection free of charge at the sales office.

5. Fire Safety Management Plan

According to the latest draft of the DMC:

The owner of each Open Kitchen Unit (as defined in the DMC) shall, among others, at his own costs and expenses observe and comply with and shall cause his tenants, licensees and/or occupants to observe and comply with the Fire Safety Management Plan.

The Fire Safety Management Plan includes, without limitation, the following requirements:

- (a) The fire safety provisions must not be removed or tampered with.
- (b) Courses of actions should be taken by the Manager in order to prevent the owner / tenant / occupant of an Open Kitchen Unit from unauthorized alteration of the fire safety provisions.
- (c) The responsibilities between the Manager and the owner / tenant / occupant of an Open Kitchen Unit should be specified for the maintenance, testing and commissioning of the fire safety provisions in order to facilitate legal execution of the relevant conditions / requirements.
- (d) A registered contractor (as defined under section 2 of the Fire Service (Installation Contractors) Regulations (Cap. 95A) ("RC") is responsible for the maintenance and inspection of the fire safety provisions and will issue a Certificate of Fire Services Installation and Equipment (F.S. 251).
- (e) Fire drill will be carried out annually.
- (f) Staff training.
- (g) Smoke detectors provided inside the Open Kitchen Units and at the common corridor/ lift lobby outside the Open Kitchen Units should not be removed or obstructed.
- (h) Sprinkler head provided at the ceiling immediately above the Open Kitchen should not be removed or obstructed.
- (i) The full height wall having a fire resistance rating ("FRR") of not less than -/30/30 adjacent to the exit door of an Open Kitchen Unit should not be removed.
- (j) The fire service installations mentioned in sub-paragraphs (g) and (h) above should be subject to annual check conducted by registered fire service installation contractor.
- (k) Addressable type smoke detectors provided inside the Open Kitchen Units should not be removed or obstructed.
- (l) Sprinkler head provided in the Open Kitchen should not be removed or obstructed.
- (m) The full height wall having an FRR of not less than -/30/30 adjacent to the Open Kitchen should not be removed.
- (n) The fire service installation in sub-paragraphs (k) and (l) above should be subject to annual check conducted by the Manager's RC.

The Manager should assist the owners to carry out annual maintenance of the fire service installations and the maintenance certificate will be submitted by the RC to the Fire Services Department. The owners should allow access for the RC to carry out annual check and maintenance.

The above is subject to the provisions of the DMC. A copy of the latest draft of the DMC is available for inspection free of charge at the sales office.

6. Car Park Exhaust Vent

There will be carpark exhaust vents installed on Ground Floor of the Development for exhaust from operation of the Car Park on Basement Floor. The approximate position of the carpark exhaust vents are as shown marked "CAR PARK EXHAUST AT G/F" on the "Layout Plan of the Development" in this Sales Brochure. Prospective purchasers should note the possible effect (if any) of such carpark exhaust vents on individual residential properties.

7. Underground Utilities within the boundary of the Development

There are certain existing underground utilities (including, but not limited to, certain cables, ducts, pipes, valve(s) and manhole(s)/valve pit(s)) situated below the Ground Floor level of the Development, which utilities do not serve the Development ("Underground Utilities"). According to the latest draft of the DMC, the owners shall permit the owners of the Underground Utilities and their agents, employees, contractors and workmen, with or without tools, equipment, plant, machinery or motor vehicles, the right of ingress, egress and regress to, from and through the Estate Common Areas (as defined in the DMC) of the Development for the purposes of accessing the Underground Utilities and to inspect, check, operate, maintain, repair, renew, demolish, remove, replace or re-provision the Underground Utilities or any of them and to carry out any other works. The above is subject to the provisions of the DMC. A copy of the latest draft of the DMC is available for inspection free of charge at the sales office.

1. 吊臂架

發展項目公用地方的天台上設有吊臂架。管理人可將吊臂系統或懸吊式工作台安裝、連接或豎立到吊臂架上並於或自該天台運作吊臂系統或懸吊式工作台及使其進入或穿過任何住宅物業的露台、工作平台或空調機平台上空。吊臂系統或懸吊式工作台的運作可能影響住宅物業業主對其單位的享用。

2. 公共喉管

發展項目之大廈外牆裝有外露之公共喉管，有可能影響部分住宅單位的景觀或享用。

3. 公用平台

發展項目3樓公用平台為住宅公用地方，有關上述公用地方的位置，請參閱本售樓說明書之「發展項目的住宅物業的樓面平面圖」，管理人的職員或工人或承辦商有需要時會進出該公用平台以進行清潔或維修工程。

4. 舒緩噪音之措施

發展項目的住宅單位將提供下述獲批准噪音緩解措施：

座數	單位	房間	樓層	獲批准噪音緩解措施
第1座	C	主人睡房	6樓至14樓	減音窗戶（擋音式）
		睡房1	7樓至13樓	
	D	客廳/飯廳	4樓至23樓	強效減音露台（擋音式）
		主人睡房	3樓至25樓	減音窗戶（擋音式）
		睡房1		
	E	客廳/飯廳	5樓至17樓	強效減音露台（擋音式）
		主人睡房	4樓至19樓	減音窗戶（擋音式）
	F	客廳/飯廳	5樓至16樓	強效減音露台（擋音式）
		主人睡房	5樓至15樓	減音窗戶（擋音式）
	G	客廳/飯廳	5樓至12樓	強效減音露台（擋音式）
		主人睡房	5樓至13樓	減音窗戶（擋音式）
		睡房1	5樓至14樓	
	H	客廳/飯廳	5樓至11樓	強效減音露台（擋音式）
		主人睡房	6樓至7樓	減音窗戶（擋音式）
		睡房1	4樓至11樓	

座數	單位	房間	樓層	獲批准噪音緩解措施
第2座	A	客廳/飯廳	3樓至25樓	強效減音露台（擋音式）
		主人睡房	4樓至25樓	減音窗戶（擋音式）
		睡房1	3樓至25樓	
		睡房2		
	B	客廳/飯廳	4樓至25樓	
		主人睡房		減音窗戶（擋音式）
		睡房1		
	C	客廳/飯廳	4樓至25樓	強效減音露台（擋音式）
		主人睡房	3樓至25樓	減音窗戶（擋音式）
		睡房1		
		睡房2		
	D	客廳/飯廳	4樓至25樓	強效減音露台（擋音式）
		主人睡房		減音窗戶（擋音式）
		睡房1		
		睡房2		
	M	客廳/飯廳	6樓至25樓	強效減音露台（擋音式）
		主人睡房	5樓至25樓	減音窗戶（擋音式）
		睡房1		
	N	客廳/飯廳	7樓至25樓	強效減音露台（擋音式）
		主人睡房		減音窗戶（擋音式）
	P	客廳/飯廳	7樓至25樓	強效減音露台（擋音式）
		主人睡房		減音窗戶（擋音式）
		睡房1		
	Q	客廳/飯廳	7樓至25樓	強效減音露台（擋音式）
		主人睡房	8樓至25樓	減音窗戶（擋音式）
		睡房1	7樓至25樓	

根據發展項目之公契及管理協議（「公契」）的最新擬稿，凡住宅單位包括獲批准噪音緩解措施，該住宅單位的業主須負責該等構成其住宅單位部分之獲批准噪音緩解措施的控制、運作、財政支持及保養。業主不得改動或移除或容受他人改動或移除任何構成其住宅單位部分之獲批准噪音緩解措施。上文以公契條款為準。公契最新擬稿的副本可於售樓處免費參閱。

5. 消防安全管理計劃

根據公契的最新擬稿：

每個開放式廚房單位 (按公契界定) 的業主須 (除其他外) 自費遵守和遵從消防安全管理計劃，並促使其租客、被許可人及/或佔用人遵守和遵從消防安全管理計劃。

消防安全管理計劃包括但不限於下列要求：

- (a) 不得移除或擅自改動消防裝置。
- (b) 管理人應採取行動措施，以防止開放式廚房單位業主/租客/佔用人在未經授權的情況下改動消防裝置。
- (c) 須就消防裝置之保養、測試和調試指明管理人及開放式廚房單位業主/租客/佔用人之間的責任，以便在法律層面上執行相關條件/要求。
- (d) 註冊承辦商 (按《消防 (裝置承辦商) 規例》(第 95A 章) 第 2 條定義) (「註冊承辦商」) 負責保養和視察消防裝置，並發出消防裝置及設備證書 (F.S. 251)。
- (e) 須進行年度消防演習。
- (f) 員工培訓。
- (g) 不得移除或阻礙開放式廚房單位內的煙霧探測器及開放式廚房單位外公用走廊/升降機大堂提供的煙霧探測器。
- (h) 不得移除或阻礙開放式廚房之上天花所提供的灑水頭。
- (i) 不得移除位於開放式廚房單位出口大門旁邊之耐火等級不少於 -/30/30 的全高度牆壁。
- (j) 上述第 (g) 及 (h) 分段提及的消防裝置應由註冊消防裝置承辦商作年度檢查。
- (k) 不得移除或阻礙開放式廚房單位內提供的可定位煙霧探測器。
- (l) 不得移除或阻礙開放式廚房內提供的灑水頭。
- (m) 不得移除位於開放式廚房旁邊之耐火等級不少於 -/30/30 的全高度牆壁。
- (n) 上述第 (k) 及 (l) 分段提及的消防裝置應由管理人的註冊承辦商作年度檢查。

管理人應協助業主進行消防裝置的每年保養及註冊承辦商須向消防處遞交保養證書。業主應容許註冊承辦商進入其單位以進行每年檢查和保養。

上文以公契條款為準。公契最新擬稿的副本可於售樓處免費參閱。

6. 停車場排氣口

發展項目地下將安裝停車場排氣口以供地庫停車場之運作作出排氣。停車場排氣口的大概位置於本售樓說明書的「發展項目的布局圖」上以「停車場排氣位於地下」標示。準買家請注意上述停車場排氣口對個別住宅物業可能造成的影響 (如有)。

7. 位於發展項目界內之地底公用事業設施

發展項目地面水平以下現存若干並不服務發展項目的地底公用事業設施 (包括但不限於某些電纜、管道、水管、閘門及沙井) (「地底公用事業設施」)。根據公契的最新擬稿，業主須允許地底公用事業設施的擁有人及其代理人、僱員、承辦商和工人 (不論是否攜帶工具、設備、機械、機器或汽車) 出入和通過發展項目的發展項目公用地方 (按公契界定)，以通往地底公用事業設施及視察、檢查、運作、保養、維修、更新、拆卸、移除、更換或重置地底公用事業設施 (或其中任何地底公用事業設施) 及進行任何其他工程。上文以公契條款為準。公契最新擬稿的副本可於售樓處免費參閱。

30 WEBSITE ADDRESS FOR THE DEVELOPMENT

發展項目的互聯網網站的網址

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

<https://hemmafab.hkhs.com>

賣方為施行《一手住宅物業銷售條例》第2部就發展項目指定的互聯網網站的網址：

<https://hemmafab.hkhs.com>

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INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

Breakdown of GFA Concessions Obtained for All Features

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

		Area (m ²) 面積 (平方米)
Disregarded GFA under Building (Planning) Regulations 23(3)(b) 根據《建築物 (規劃) 規例》第 23(3)(b) 條不計算的總樓面面積		
1 (#)	Carpark and loading / unloading area excluding public transport terminus 停車場及上落客貨地方 (公共交通總站除外)	9814.503
2	Plant rooms and similar services 機房及相類設施	
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, TBE room for access facilities for mobile services, rooftop telecommunications equipment room, intermediate telecommunications equipment room, refuse storage chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》(《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 (訊播室)、為流動通訊接達設施而設的訊播室、天台電訊設備室、中層電訊設備室、垃圾房等	637.402
2.2 (#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積不受任何《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	2089.486
2.3	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc. 非強制性或非必要機房，例如空調機房、送風櫃房等	180.768
Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第 1 及第 2 號提供的環保設施		
3	Balcony 露台	644.000
4	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	541.282
5	Communal sky garden 公用空中花園	N/A 不適用
6	Acoustic fin 隔聲鰭	N/A 不適用

獲寬免總樓面面積的設施分項

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

		Area (m ²) 面積 (平方米)
Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第 1 及第 2 號提供的環保設施		
7	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	N/A 不適用
8	Non-structural prefabricated external wall 非結構預製外牆	746.304
9	Utility platform 工作平台	483.000
10	Noise barrier 隔音屏障	N/A 不適用
Amenity Features 適意設施		
11	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office 管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衛室和廁所，以及業主立案法團辦事處	67.635
12	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities 住戶康樂設施，包括僅供康樂設施使用的中空空間、機房、游泳池的濾水機房、有蓋人行道等	478.449
13	Covered landscaped and play area 有蓋園景區及遊樂場地	600.375
14	Horizontal screen / covered walkway and trellis 橫向屏障/有蓋人行道及花棚	54.591
15	Larger lift shaft 擴大升降機槽	73.756
16	Chimney shaft 煙囪管道	N/A 不適用
17	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要機房，例如鍋爐房、衛星電視共用天線房	N/A 不適用

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INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

		Area (m ²) 面積 (平方米)
Amenity Features 適意設施		
18 (#)	Pipe duct, air duct and vertical riser for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽、氣槽及垂直立管	450.576
19	Pipe duct, air duct for non-mandatory or non-essential plant room 非強制性設施或非必要機房所需的管槽及氣槽	N/A 不適用
20	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	N/A 不適用
21	Void in duplex domestic flat and house 複式住宅單位及洋房的中空空間	N/A 不適用
22	Sunshade and reflector 遮陽篷及反光罩	N/A 不適用
23 (#)	Projecting planters and minor projection such as A/C box, A/C platform, window cill and projecting window 伸出式花槽及小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台	1052.342
24	Other projection such as A/C box and A/C platform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway 《作業備考》APP-19第3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台，及維修通道	N/A 不適用
Other Exempted Items 其他項目		
25 (#)	Refuge floor including refuge floor cum sky garden 庇護層，包括庇護層兼空中花園	N/A 不適用
26	Covered area under large projecting / overhanging feature 大型伸出/外懸設施下的有蓋地方	N/A 不適用
27	Public transport terminus 公共交通總站	N/A 不適用
28 (#)	Party structure and common staircase 共用構築物及公用樓梯	N/A 不適用
29 (#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	146.052
30	Public passage 公眾通道	N/A 不適用
31	Covered set back area 有蓋的後移部分	N/A 不適用

		Area (m ²) 面積 (平方米)
Bonus GFA 額外總樓面面積		
32	Bonus GFA 額外總樓面面積	N/A 不適用
Additional Green Features under Joint Practice Note (No.8) 根據聯合作業備考 (第8號) 提供的額外環保設施		
33	Buildings adopting Modular Integrated Construction 採用「組裝合成」建築法的樓宇	N/A 不適用

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

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

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INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

The Environmental Assessment of the Development

Green Building Certification

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

Provisional
GOLD



PROVISIONAL
GOLD
NB V1.2 2024
HKGBC
BEAM Plus

Application no.: PAG0171/24

有關發展項目的環境評估

綠色建築認證

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

暫定評級
金級



暫定
金級
NB V1.2 2024
HKGBC
BEAM Plus

申請編號: PAG0171/24

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

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

發展項目的公用部分的預計能量表現或消耗

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

Part I 第 I 部分	
Provision of Central Air Conditioning 提供中央空調	Yes 是
Provision of Energy Efficient Features 提供具能源效益的設施	Yes 是
Energy Efficient Features Proposed 擬安裝的具能源效益的設施	1. High Efficiency Lighting 2. High Efficiency Fan and A/C Unit 3. High Efficiency Lifts, Escalators and Pumps 1. 節能照明系統 2. 節能通風系統及空調裝置 3. 節能升降機、自動梯及電動機設備

Part II: The Predicted Annual Energy Use of the Proposed Building / Part of Building (Note 1) 第 II 部分：擬興建樓宇/部分樓宇預計每年能源消耗量 (註1)					
Location 位置	Internal Floor Area Served (m ²) 使用有關裝置的內部樓面面積 (平方米)	Annual Energy Use of Baseline Building (Note 2) 基線樓宇 (註2) 每年能源消耗量		Annual Energy Use of Proposed Building 擬興建樓宇每年能源消耗量	
		Electricity kWh/ m ² /annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit/ m ² /annum 煤氣/石油氣 用量單位/平方米/年	Electricity kWh/ m ² /annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit/ m ² /annum 煤氣/石油氣 用量單位/平方米/年
Area Served by Central Building Services Installation (Note 3) 有使用中央屋宇裝備裝置 (註3) 的部分	3674.316	156.069	N/A 不適用	119.931	N/A 不適用

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INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

Part III: The Following Installation(s) are Designed in Accordance with the Relevant Codes of Practices Published by the Electrical & Mechanical Services Department (EMSD) 第III部分：以下裝置乃按機電工程署公布的相關實務守則設計			
Type of Installations 裝置類型	Yes 是	No 否	N/A 不適用
Lighting Installations 照明裝置	✓		
Air Conditioning Installations 空調裝置	✓		
Electrical Installations 電力裝置	✓		
Lift & Escalator Installations 升降機及自動梯的裝置	✓		
Performance-based Approach 以總能源為本的方法			✓

- Notes:
1. In general, the lower the estimated “Annual Energy Use” of the building, the more efficient of the building in terms of energy use. For example, if the estimated “annual energy use of proposed building” is less than the estimated “annual energy use of baseline building”, it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.
The predicted annual energy use, in terms of electricity consumption (kWh / m² / annum) and town gas / LPG consumption (unit / m² / annum), of the development by the internal floor area served, where:
(a) “total annual energy use” has the same meaning of “annual energy use” in the BEAM Plus New Buildings (current version); and
(b) “internal floor area”, in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.

2. “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” in the BEAM Plus New Buildings (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.

註：

1. 一般而言，一棟樓宇的預計「每年能源消耗量」愈低，其節約能源的效益愈高。如一棟樓宇預計的「每年能源消耗量」低於該樓宇的「基線樓宇每年能源消耗量」，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。
預計每年能源消耗量以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：
(a)「每年能源消耗量」與新建樓宇BEAM Plus標準(現行版本)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)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。
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1. If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase (the “Agreement”), agrees (at its own discretion) to cancel the Agreement or the obligations of the purchaser under the Agreement, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit specified in the Agreement and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement.
 2. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Government Grant up to and including the date of the respective Assignments to the purchasers.
 3. The purchaser who has signed an Agreement has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
 4. According to Special Condition No. (12)(d) of the Land Grant, the total number of residential units erected or to be erected on Fanling Sheung Shui Town Lot No. 282 (“the lot”) shall not be less than 620.
 5. According to Special Condition No. (63) of the Land Grant, except with the prior written consent of the Director of Lands, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential units erected or to be erected on the lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such residential unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the lot. The decision of the Director of Lands as to what constitutes works resulting in a residential unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.
 6. According to Clause 16 of Subsection B of Section V of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development (“DMC”):
 - (a) Except with the prior written consent of the Director of Lands, no Owner (as defined in the DMC) shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit (as defined in the DMC), including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Residential Unit being internally linked to and accessible from any adjoining or adjacent Residential Unit.
 - (b) The Manager (as defined in the DMC) shall deposit in the management office the record provided by the Director of Lands of the information relating to the consent given under Special Condition No. (63) of the Government Grant (as defined in the DMC) for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund (as defined in the DMC).
 7. The total number of residential units provided in the Development is 644.
 8. For information and requirements relating to the following, please refer to the “Information on Public Facilities and Public Open Spaces” section of this Sales Brochure:
 - (a) the Green Area and the Structures (as referred to in Special Conditions Nos. (4) to (7) of the Land Grant);
 - (b) the Items (as referred to in Special Condition No. (26)(a) of the Land Grant);
 - (c) the Pedestrian Walkways (as referred to in Special Condition No. (32)(d) of the Land Grant); and
 - (d) the Footbridge Connections (as referred to in Special Condition No. (33)(a) of the Land Grant).
 9. For information and requirements relating to the “segregated pedestrian ways or paths” (as referred to in Special Condition No. (32)(a) of the Land Grant), please refer to the “Summary of Land Grant” section of this Sales Brochure.
1. 若賣方應正式買賣合約（「買賣合約」）下買方要求同意（同意與否賣方有酌情權決定）取消買賣合約或買賣合約下買方之責任，賣方有權保留等同買賣合約指明之住宅單位總售價5%之金額，另買方須向賣方繳付或補還（視屬何情況而定）所有與取消買賣合約有關之法律費用、收費及開銷（包括任何印花稅）。
 2. 賣方將會支付或已經支付（視屬何情況而定）所有有關發展項目在其上興建之土地於批地文件日期起計至相關個別買方簽署轉讓契日期（包括簽署轉讓契當日）期間之未付地稅。
 3. 已簽署買賣合約之買方，如已支付不多於港幣\$100之象徵式費用（按每次要求計），有權獲取（而當其要求時將獲提供）以下資料之最新紀錄列印副本：完成發展項目的總建築費用及總專業費用及截至該要求作出當月前之曆月完結時已支出和繳付之總建築費用及總專業費用。
 4. 根據批地文件特別條款第(12)(d)條，在粉嶺上水市地段第282號（「該地段」）上已建或擬建之住宅單位總數須不少於620個。
 5. 根據批地文件特別條款第(63)條，除非獲得地政總署署長事先書面同意，承批人不得進行或准許或容受他人進行任何與已建或擬建於該地段的任何住宅單位有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往建於或擬建於該地段的任何毗連或毗鄰住宅單位。地政總署署長就何謂致使一個住宅單位內部連結及可通往任何毗連或毗鄰住宅單位的工程的決定為最終決定並對承批人有約束力。
 6. 根據發展項目之公契及管理協議（「公契」）第V節第B分節第16條：
 - (a) 除非獲得地政總署署長事先書面同意，業主（按公契界定）不得進行或准許或容受他人進行任何與任何住宅單位（按公契界定）有關的工程，包括但不限於拆卸或改動任何間隔牆、任何地台或天台樓板或任何間隔構築物，致使該住宅單位內部連結及可通往任何毗連或毗鄰住宅單位。
 - (b) 管理人（按公契界定）須將由地政總署署長提供的載有根據政府批地書（按公契界定）特別條款第(63)條給予的同意的紀錄存放在管理處，以供所有業主免費查閱，並供所有業主在自費繳付合理的費用後獲取有關紀錄的副本，因此收到的一切收費須撥入特別基金（按公契界定）。
 7. 發展項目提供的住宅物業總數為644個。
 8. 有關下述項目的資料及要求，請參閱本售樓說明書中「公共設施及公眾休憩用地的資料」章節：
 - (a) 批地文件特別條款第(4)條至第(7)條提述的「綠色範圍」及「該等構築物」；
 - (b) 批地文件特別條款第(26)(a)條提述的「該等項目」；
 - (c) 批地文件特別條款第(32)(d)條提述的「行人路」；及
 - (d) 批地文件特別條款第(33)(a)條提述的「行人天橋接駁段」。
 9. 有關批地文件特別條款第(32)(a)條提述的「分段的行人路或行人道」的資料及要求，請參閱本售樓說明書中「批地文件的摘要」章節。

33 DATE OF PRINTING OF SALES BROCHURE 售樓說明書印製日期

Date of printing of this Sales Brochure: 10 March 2025

本售樓說明書印製日期：2025年3月10日

34 POSSIBLE FUTURE CHANGE 日後可能出現的改變

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

發展項目及其周邊地區日後可能出現改變。

EXAMINATION RECORD
檢視紀錄

Examination / Revision Date 檢視/修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
9 June 2025 2025 年 6 月 9 日	14	Location plan of the development is updated. 更新發展項目的所在位置圖。

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