



THE PAVILIA FOREST

柏蔚森

THE PAVILIA FOREST III · 柏蔚森 III

SALES BROCHURE

售樓說明書



THE PAVILIA FOREST

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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.

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.

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

2 According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following—
(i) the external dimensions of each residential property;
(ii) the internal dimensions of each residential property;
(iii) the thickness of the internal partitions of each residential property;
(iv) the external dimensions of individual compartments in each residential property.
According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.

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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.

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.

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10. Expression of intent of purchasing a residential property

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

11. Appointment of estate agent

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

12. Appointment of solicitor

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

For first-hand uncompleted residential properties

13. Pre-sale Consent

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

14. Show flats

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

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

15. Estimated material date and handing over date

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

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.

Notes to purchasers of first-hand residential properties

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- 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 -

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

Other useful contacts:

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

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|--------------------------------|
| 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

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|-----------|-------------|
| Telephone | : 2826 0111 |
| Fax | : 2845 2521 |

Sales of First-hand Residential Properties Authority
March 2023

Notes to purchasers of first-hand residential properties

一手住宅物業買家須知

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

- 瀏覽一手住宅物業銷售資訊網（下稱「銷售資訊網」）（網址：www.srpe.gov.hk），參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽賣方就該發展項目所指定的互聯網網站內的有關資訊，包括售樓說明書、價單、載有銷售安排的文件，及成交紀錄冊。
- 發展項目的售樓說明書，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。
- 如您擬選由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料¹。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

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。

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²和內部尺寸。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；

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。

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- 管理費按甚麼基準分擔；
- 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
- 小業主是否須要負責維修斜坡。

6. 政府批地文件和公契

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

7. 售樓處內有關可供揀選住宅物業的資料

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

8. 成交紀錄冊

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

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。

Notes to purchasers of first-hand residential properties

一手住宅物業買家須知

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。

- 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」。

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

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

Information on the phase 期數的資料

Name of the Phase

THE PAVILIA FOREST III (the "Phase") (Phase 3 of THE PAVILIA FOREST (the "Development"))

Name of the street at which the Phase is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Phase (Provisional)

2 Shing King Street

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

The Phase consists of 1 multi-unit buildings

Total number of storeys of the multi-unit building

Tower 1: 26 storeys (excluding B2/F, B1/F, transfer plate, roof, mechanical floor and top roof).

Floor numbering in the multi-unit building as provided in the approved building plans for the Phase

Tower 1: B2/F, B1/F, G/F, 1/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F and roof.

Omitted floor numbers in the multi-unit building in which the floor numbering is not in consecutive order

Tower 1: 4/F, 13/F, 14/F and 24/F are omitted.

Refuge floors of the multi-unit building

Not Applicable

The Phase is an uncompleted phase

- The estimated material date for the Phase as provided by the authorized person for the Phase is 31 August 2025.
- The estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.
- Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

期數名稱

柏蔚森III (「期數」)(柏蔚森 (「發展項目」) 的第三期)

期數所位於的街道的名稱及由差餉物業估價署署長為識別期數的目的而編配的門牌號數 (臨時)

承景街2號

備註：上述臨時門牌號數有待期數建成時確認

期數包含1幢多單位建築物

多單位建築物的樓層的總數

第1座：26層 (不包括地庫2樓、地庫1樓、結構轉換層、天台、機電層及頂層天台)。

期數的經批准的建築圖則所規定的多單位建築物內的樓層號數

第1座：地庫2樓、地庫1樓、地下、1樓至3樓、5樓至12樓、15樓至23樓及25樓至29樓及天台。

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：不設4樓、13樓、14樓及24樓。

多單位建築物內的庇護層

不適用

本期數屬未落成期數

- 由期數的認可人士提供該期數的預計關鍵日期為2025年8月31日。
- 預計關鍵日期是受到買賣合約所允許的任何延期所規限的。
- 根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明期數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，即為期數已落成或當作已落成(視屬何情況而定)的確證。

Information on vendor and others involved in the phase 賣方及有參與期數的其他人的資料

Vendor

Rich Fast International Limited

Holding companies of the vendor

River Riches Limited

Authorized person for the Phase

LAI Chi Leung Henry

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

Archiplus International (HK) Limited

Building contractor for the Phase

Build King Construction Limited

The firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase

Howse Williams

Baker & McKenzie

Deacons

Kao, Lee & Yip

Any authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Phase

Nanyang Commercial Bank, Limited

The Bank of East Asia, Limited

Hang Seng Bank Limited

The Hongkong and Shanghai Banking Corporation Limited

Industrial and Commercial Bank of China (Asia) Limited

Oversea-Chinese Banking Corporation Limited

Public Bank (Hong Kong) Limited

DBS Bank (Hong Kong) Limited

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

River Riches Limited

賣方

迅富國際有限公司

賣方的控權公司

River Riches Limited

期數的認可人士

賴志良

期數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

亞設貝佳國際(香港)有限公司

期數的承建商

Build King Construction Limited

就期數中的住宅物業的出售而代表擁有人行事的律師事務所

何韋律師行

貝克•麥堅時律師事務所

的近律師行

高李葉律師行

已為期數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

南洋商業銀行有限公司

東亞銀行有限公司

恒生銀行有限公司

香港上海滙豐銀行有限公司

中國工商銀行(亞洲)有限公司

華僑銀行有限公司

大眾銀行(香港)有限公司

星展銀行(香港)有限公司

已為期數的建造提供貸款的任何其他人

River Riches Limited

Relationship between parties involved in the phase 有參與期數的各方的關係

| | | |
|-----|---|-----------------------|
| (a) | The vendor or a building contractor for the Phase is an individual, and that vendor or contractor is an immediate family member of an authorized person for the Phase 賣方或有關期數的承建商屬個人，並屬該期數的認可人士的家人 | Not Applicable 不適用 |
| (b) | The vendor or a building contractor for the Phase is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人 | Not Applicable 不適用 |
| (c) | The vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person 賣方或該期數的承建商屬法團，而該賣方或承建商 (或該賣方的控權公司) 的董事或秘書屬上述認可人士的家人 | No 否 |
| (d) | The vendor or a building contractor for the Phase is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person 賣方或該期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人 | Not Applicable 不適用 |
| (e) | The vendor or a building contractor for the Phase is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人 | Not Applicable 不適用 |
| (f) | The vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person 賣方或該期數的承建商屬法團，而該賣方或承建商 (或該賣方的控權公司) 的董事或秘書屬上述認可人士的有聯繫人士的家人 | No 否 |
| (g) | The vendor or a building contractor for the Phase 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 Phase 賣方或該期數的承建商屬個人，並屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人 | Not Applicable 不適用 |
| (h) | The vendor or a building contractor for the Phase 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 Phase 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人 | Not Applicable 不適用 |
| (i) | The vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors 賣方或該期數的承建商屬法團，而該賣方或承建商 (或該賣方的控權公司) 的董事或秘書屬上述律師事務所的經營人的家人 | No 否 |
| (j) | The vendor, a holding company of the vendor, or a building contractor for the Phase, is a private company, and an authorized person for the Phase, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor 賣方、賣方的控權公司或有關期數的承建商屬私人公司，而該期數的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份 | No 否 |

Relationship between parties involved in the phase

有參與期數的各方的關係

| | | |
|-----|--|-----------------------|
| (k) | The vendor, a holding company of the vendor, or a building contractor for the Phase, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor 賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份 | No 否 |
| (l) | The vendor or a building contractor for the Phase is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor 賣方或該期數的承建商屬法團，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 | No 否 |
| (m) | The vendor or a building contractor for the Phase is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor 賣方或該期數的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員 | Not Applicable 不適用 |
| (n) | The vendor, a holding company of the vendor, or a building contractor for the Phase, 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 Phase holds at least 10% of the issued shares in that vendor, holding company or contractor 賣方、賣方的控權公司或該期數的承建商屬私人公司，而就該期數中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份 | No 否 |
| (o) | The vendor, a holding company of the vendor, or a building contractor for the Phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor 賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份 | No 否 |
| (p) | The vendor or a building contractor for the Phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor 賣方或該期數的承建商屬法團，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 | No 否 |
| (q) | The vendor or a building contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor 賣方或該期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員 | Not Applicable 不適用 |
| (r) | The vendor or a building contractor for the Phase is a corporation, and the corporation of which an authorized person for the Phase is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor 賣方或該期數的承建商屬法團，而該期數的認可人士以其專業身份擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團 | No 否 |
| (s) | The vendor or a building contractor for the Phase is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor 賣方或該期數的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團 | No 否 |

Information on design of the phase 期數的設計的資料

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

| Total Area of the Non-Structural Prefabricated External Walls of each Residential Property and Range of Thickness of the Non-Structural Prefabricated External Walls of each Block 每個住宅物業的非結構的預製外牆的總面積及每幢建築物的非結構的預製外牆的厚度範圍 | | | | |
|---|-------------|---|-------------------|----------------------------|
| Description of Residential Property 住宅物業的描述 | | | Total Area 總面積 | Range of Thickness 厚度範圍 |
| Tower Number 座號 | Floor 樓層 | Unit 單位 | sq.m (平方米) | mm (毫米) |
| Tower 1 第1座 | 2/F 2樓 | A | 0.225 | 150 |
| | | B | 0.285 | |
| | | C | 0.158 | |
| | | D | 0.311 | |
| | | E | 0.280 | |
| | | F | 0.280 | |
| | | G | 0.437 | |
| | | H | 0.456 | |
| | | J | 0.278 | |
| | | K | 0.312 | |
| | | L | 0.238 | |
| | | 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、 15樓至23樓及25樓至28樓 | A | |
| | B | | 0.285 | |
| | C | | 0.158 | |
| | D | | 0.311 | |
| | E | | 0.280 | |
| | F | | 0.280 | |
| | G | | 0.437 | |
| | H | | 0.456 | |
| | J | | 0.278 | |
| | K | | 0.312 | |
| | L | | 0.238 | |
| | 29/F 29樓 | | A | |
| | | B | 0.285 | |
| | | C | 0.158 | |
| | | D | 0.311 | |
| | | E | 0.280 | |
| | | F | 0.280 | |
| | | G | 0.437 | |
| | | H | 0.456 | |
| | | J | 0.278 | |
| | | K | 0.312 | |
| | | L | 0.238 | |

Remark :
4/F, 13/F, 14/F and 24/F of Tower 1 are omitted.

There will be curtain walls forming part of the enclosing walls of the Phase.
期數將會有構成圍封牆的一部分的幕牆。

| Total Area of the Curtain Walls of each Residential Property and Range of Thickness of the Curtain Walls of each Building 每個住宅物業的幕牆的總面積及每幢建築物的幕牆的厚度範圍 | | | | |
|--|-------------|---|-------------------|----------------------------|
| Description of Residential Property 住宅物業的描述 | | | Total Area 總面積 | Range of Thickness 厚度範圍 |
| Tower Number 座號 | Floor 樓層 | Unit 單位 | sq.m (平方米) | mm (毫米) |
| Tower 1 第1座 | 2/F 2樓 | A | 1.175 | 200 |
| | | B | 0.681 | |
| | | C | 1.195 | |
| | | D | 0.241 | |
| | | E | 0.681 | |
| | | F | 0.656 | |
| | | G | 0.671 | |
| | | H | 0.646 | |
| | | J | 0.246 | |
| | | K | 0.256 | |
| | | L | 1.021 | |
| | | 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、 15樓至23樓及25樓至28樓 | A | |
| | B | | 0.681 | |
| | C | | 1.195 | |
| | D | | 0.241 | |
| | E | | 0.681 | |
| | F | | 0.656 | |
| | G | | 0.671 | |
| | H | | 0.646 | |
| | J | | 0.246 | |
| | K | | 0.256 | |
| | L | | 1.021 | |
| | 29/F 29樓 | | A | |
| | | B | 0.681 | |
| | | C | 1.195 | |
| | | D | 0.241 | |
| | | E | 0.681 | |
| | | F | 0.656 | |
| | | G | 0.671 | |
| | | H | 0.646 | |
| | | J | 0.246 | |
| | | K | 0.256 | |
| | | L | 1.021 | |

備註：
第1座不設4樓、13樓、14樓及24樓。

Information on property management 物業管理的資料

The Manager

Rich Fast Property Management Company Limited will be appointed as the manager of the Phase under the latest draft deed of mutual covenant in respect of the Development.

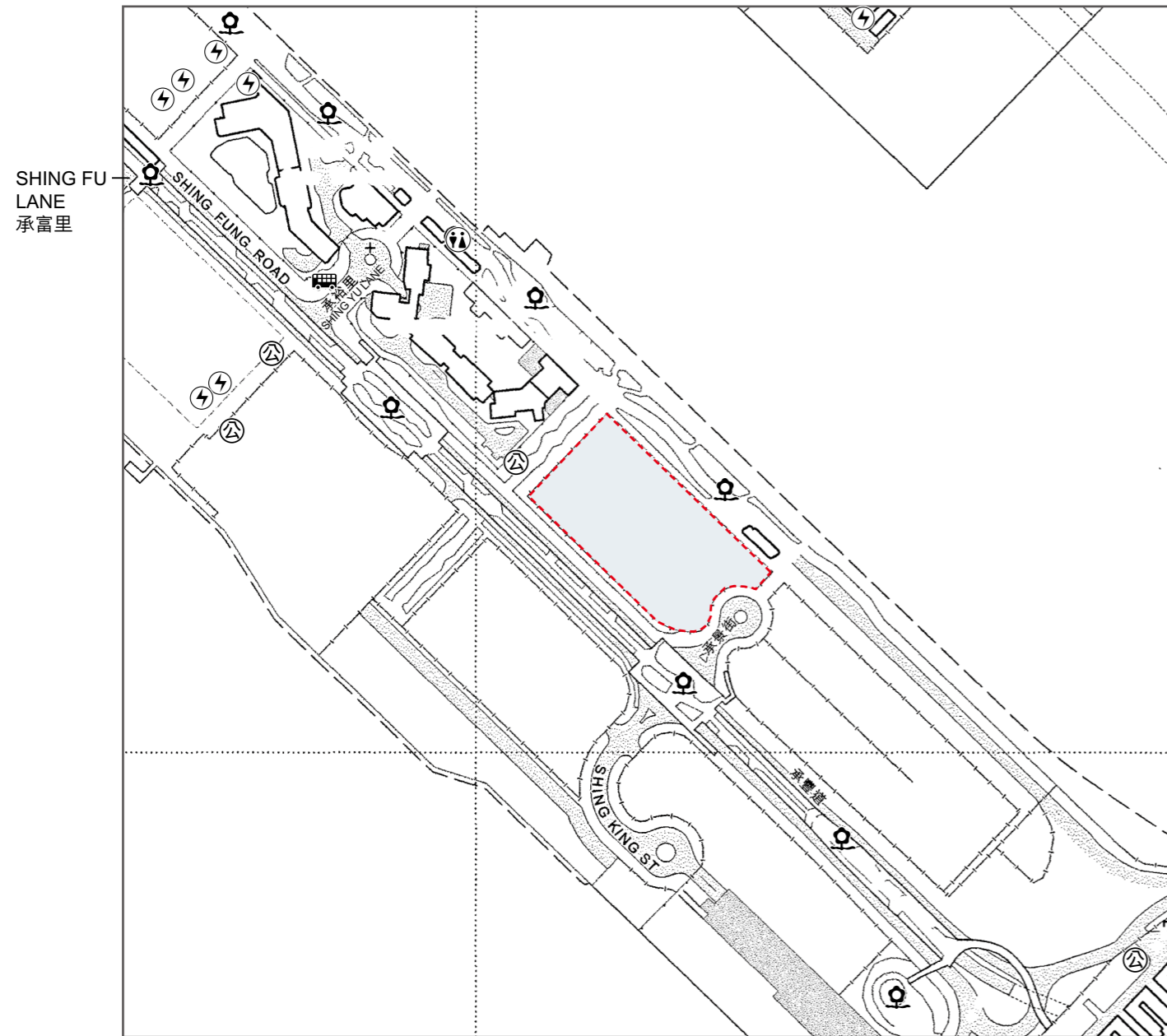
管理人

根據發展項目公契的最新擬稿，Rich Fast Property Management Company Limited 將獲委任為期數的管理人。

Location plan of the development 發展項目的所在位置圖

The Location Plan is prepared based on a reproduction of Survey Sheet No.11-NE-C dated 4 July 2024 with adjustments where necessary.

所在位置圖依據日期為2024年7月4日之測繪圖(編號11-NE-C)，複印後擬備，有需要處經修正處理。



Scale 比例
0 50 100 150 200 250M(米)

Location of the Development
發展項目的位置

Legend 圖例

- Power Plant (including Electricity Sub-stations)
發電廠 (包括電力分站)
- Public Convenience
公廁
- Public Transport Terminal (Including a Rail Station)
公共交通總站 (包括鐵路車站)
- Public Utility Installation
公用事業設施裝置
- Public Park
公園

Remarks :

1. Due to technical reasons as a result of the irregular boundary of the Development, the Location Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.
2. The map reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR. Licence No. 11/2024.
3. The vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

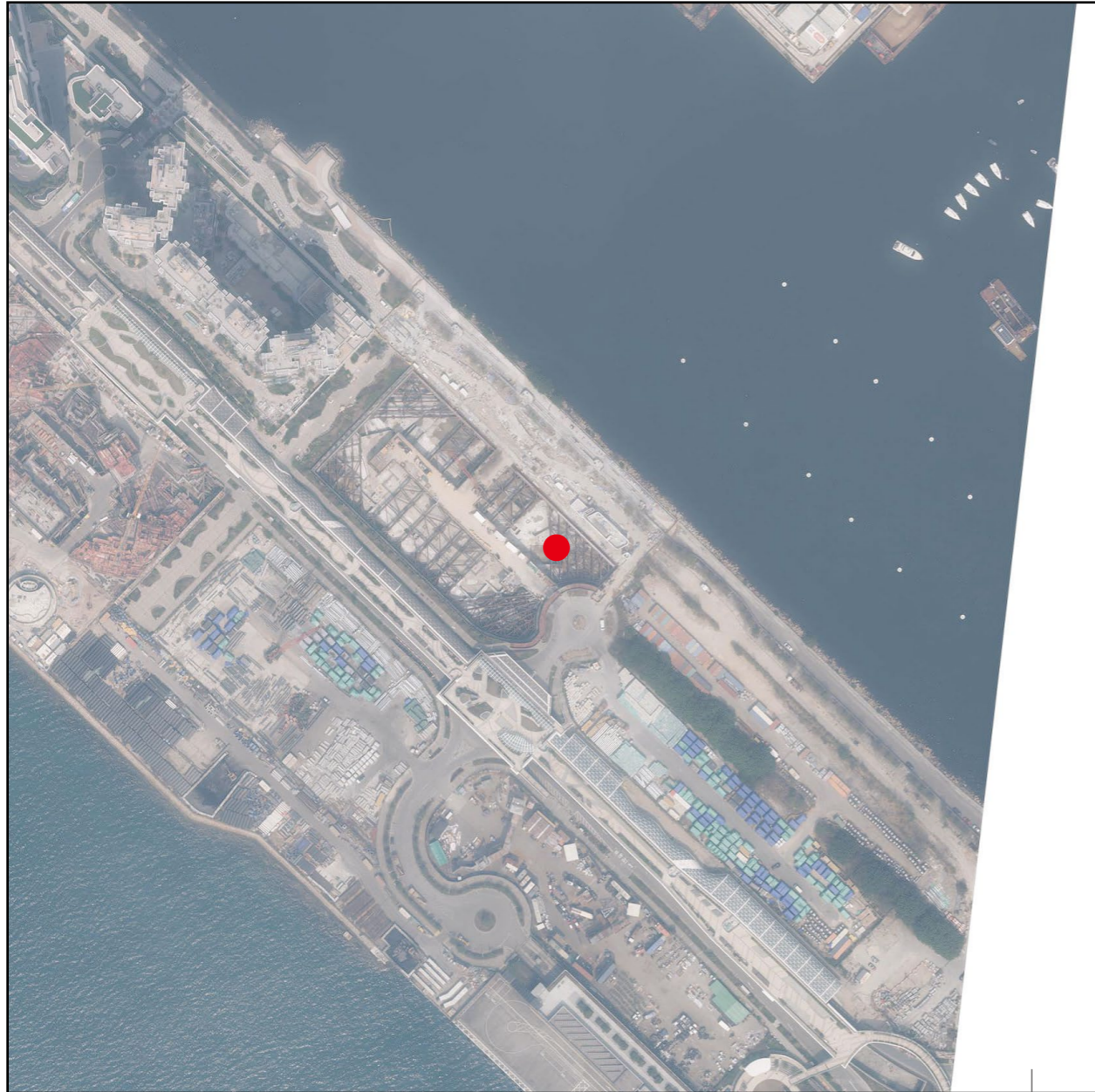
備註：

1. 因發展項目的不規則界線引致的技術原因，所在位置圖所顯示的範圍多於《一手住宅物業銷售條例》所要求。
2. 地圖版權屬香港特別行政區政府，經地政總署准許複印，版權特許編號11/2024。
3. 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

Aerial photograph of the phase 期數的鳥瞰照片

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, photo No. E196790C, dated 2 March 2023.

摘錄自地政總署測繪處於2023年3月2日在6,900呎飛行高度拍攝之鳥瞰照片，編號為E196790C。



This blank area falls outside the coverage of the aerial photograph.

鳥瞰照片並不覆蓋本空白範圍。

● Location of the Phase
期數的位置

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香港特別行政區政府地政總署測繪處版權所有，未經許可，不得複製。

Remarks :

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

備註：

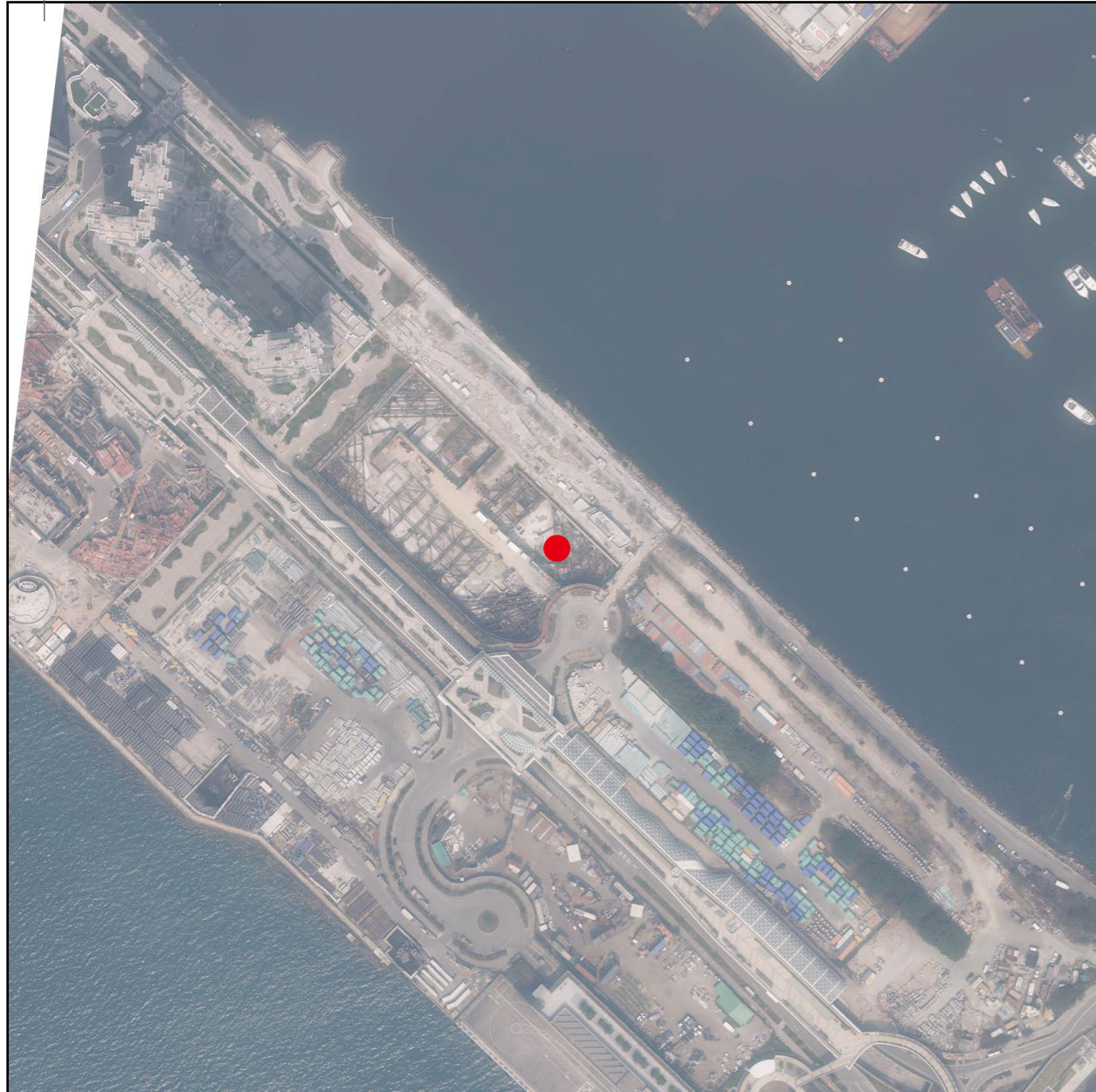
1. 該等鳥瞰照片存於售樓處，於正常辦公時間內供免費查閱。
2. 因期數的不規則界線引致的技術原因，鳥瞰照片所顯示的範圍多於《一手住宅物業銷售條例》所要求。

Aerial photograph of the phase 期數的鳥瞰照片

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, photo No. E196789C, dated 2 March 2023.

摘錄自地政總署測繪處於2023年3月2日在6,900呎飛行高度拍攝之鳥瞰照片，編號為E196789C。

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



● Location of the Phase
期數的位置

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Remarks :

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

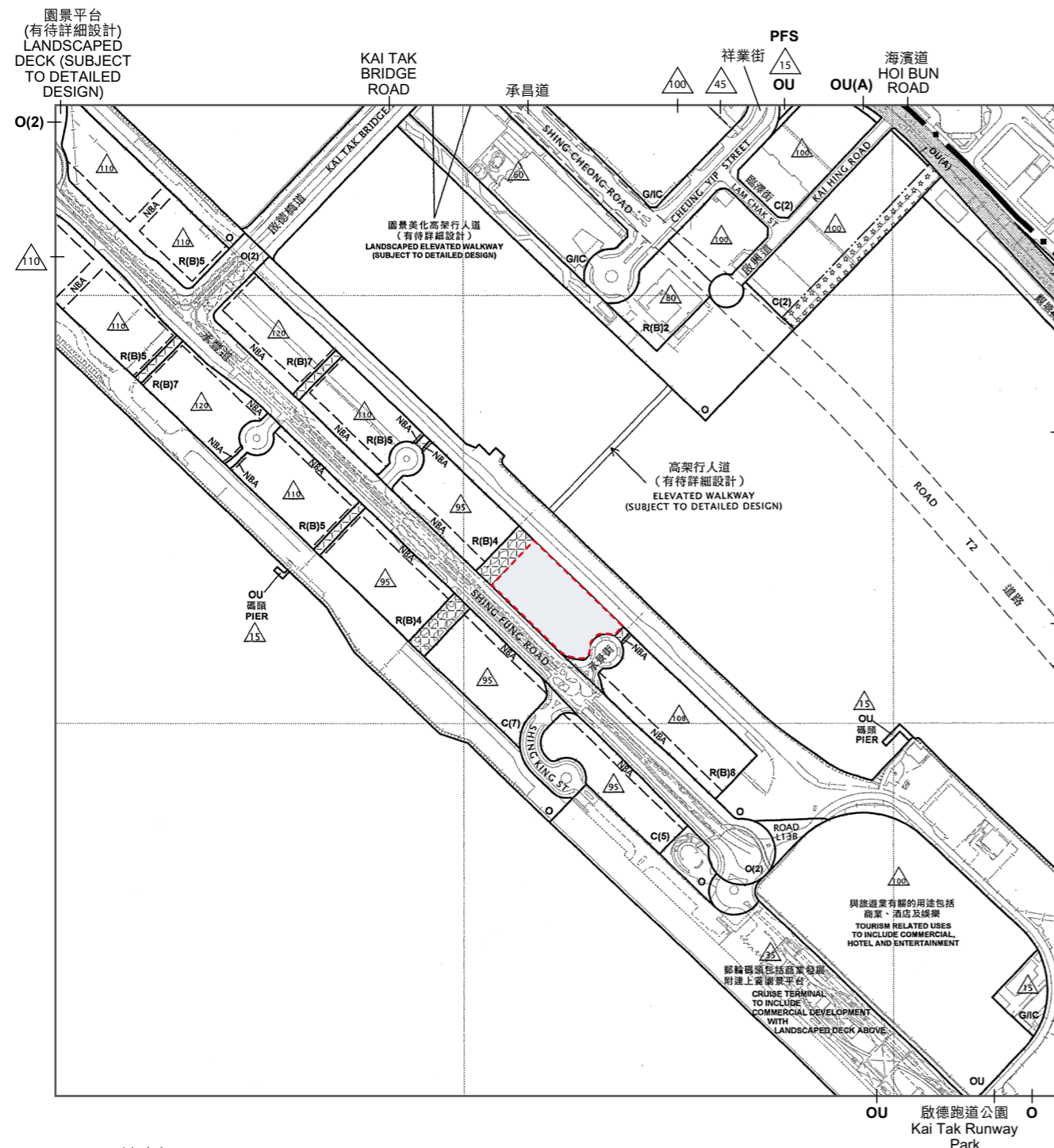
備註：

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

Outline zoning plan etc. relating to the development 關乎發展項目的分區計劃大綱圖等

Part of the approved Kai Tak Outline Zoning Plan with plan No. S/K22/8 gazetted on 28 October 2022.

摘錄自2022年10月28日憲報公布之啟德分區計劃大綱核准圖，圖則編號為S/K22/8。



Notation 圖例

Zones 地帶

- C** Commercial 商業
- R(B)** Residential (Group B) 住宅 (乙類)
- G/IC** Government, Institution or Community 政府、機構或社區
- O** Open Space 休憩用地
- OU** Other Specified Uses 其他指定用途
- OU(A)** Other Specified Uses (Amenity Area) 其他指定用途 (美化市容地帶)

Communications 交通

- Major Road and Junction 主要道路及路口
- Elevated Road 高架道路
- Pedestrian Precinct / Street 行人專用區或街道

Miscellaneous 其他

- Boundary of Planning Scheme 規劃範圍界線
- Building Height Control Zone 建築物高度管制區界線
- Boundary 界線
- 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)
- P F S Petrol Filling Station 加油站
- Area Designated for 'Waterfront Promenade' 指定為「海濱長廊」的地區
- Non-building Area 非建築用地

Remarks :

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

備註：

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

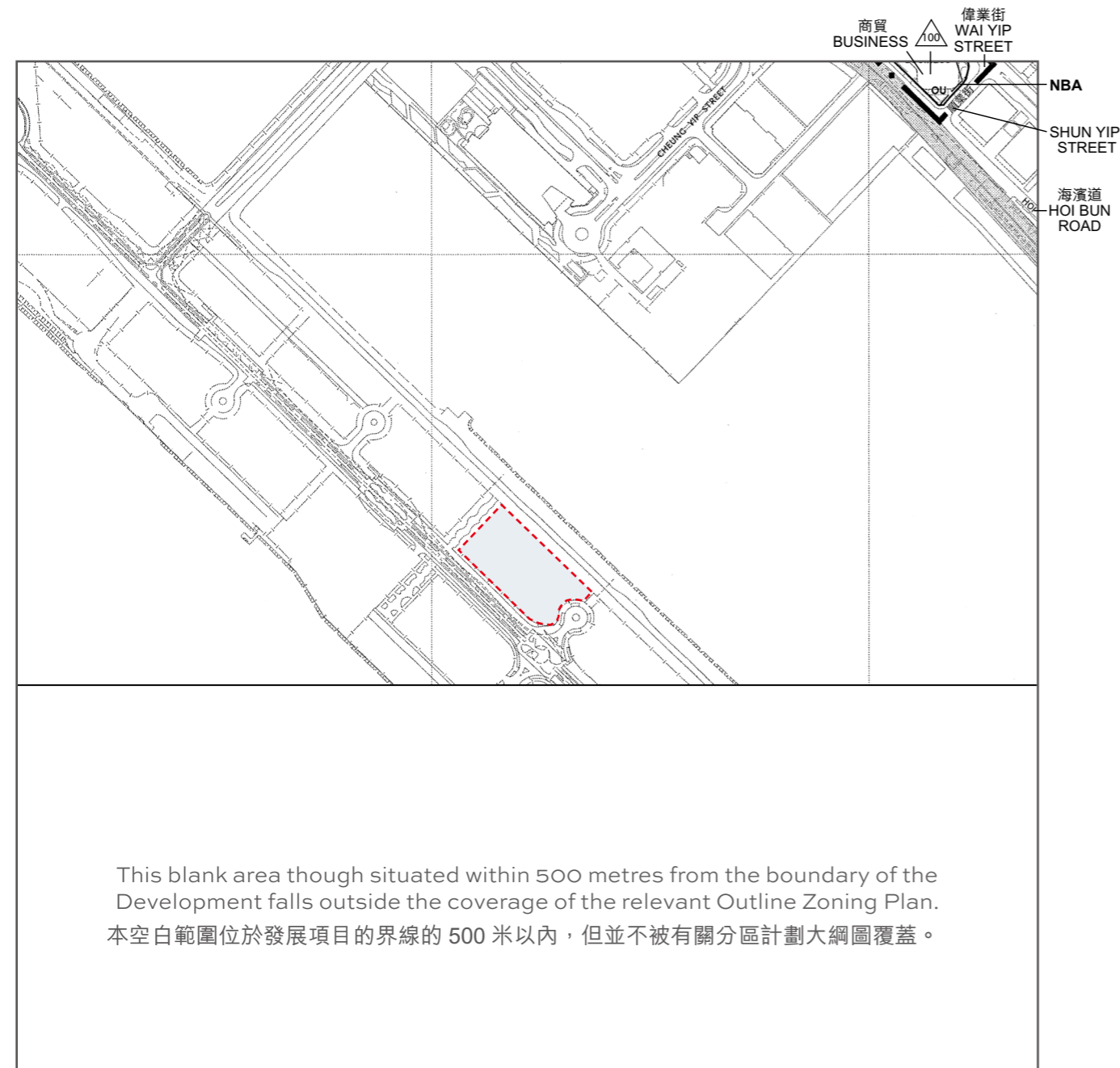



Location of the Development 發展項目的位置

Outline zoning plan etc. relating to the development 關乎發展項目的分區計劃大綱圖等

Part of the approved Ngau Tau Kok & Kowloon Bay Outline Zoning Plan with plan No. S/K13/32 gazetted on 16 December 2022.

摘錄自2022年12月16日憲報公布之牛頭角及九龍灣分區計劃大綱核准圖，圖則編號為S/K13/32。



 Location of the Development
 發展項目的位置

Notation 圖例

Zones 地帶


 Other Specified Uses 其他指定用途


Communications 交通

 Major Road and Junction
 主要道路及路口

 Elevated Road 高架道路

Miscellaneous 其他

 Boundary of Planning Scheme
 規劃範圍界線

 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)

 Non-building Area 非建築用地

Remarks :

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

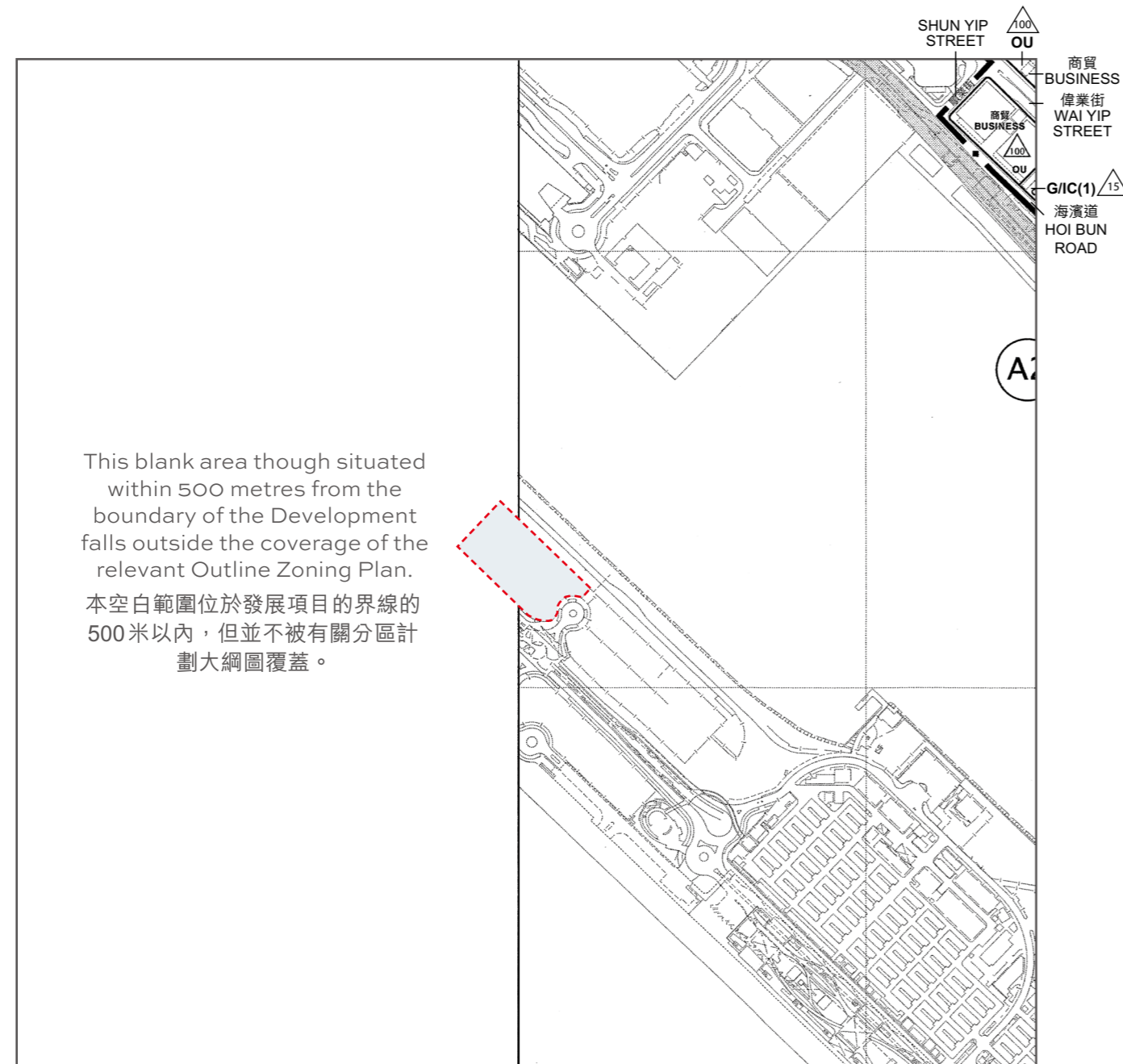
備註：


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

Outline zoning plan etc. relating to the development 關乎發展項目的分區計劃大綱圖等

Part of the Draft Kwun Tong (South) Outline Zoning Plan with plan No. S/K14S/25 gazetted on 20 October 2023.

摘錄自2023年10月20日憲報公布之牛頭角及九龍灣分區計劃大綱草圖，圖則編號為S/K14S/25。



 Location of the Development
 發展項目的位置

Notation 圖例

Zones 地帶

 Government, Institution or Community
 政府、機構或社區


 Other Specified Uses 其他指定用途


Communications 交通

 Major Road and Junction
 主要道路及路口

 Elevated Road 高架道路

Miscellaneous 其他

 Boundary of Planning Scheme
 規劃範圍界線

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

Remarks :

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

備註：

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

Layout plan of the development

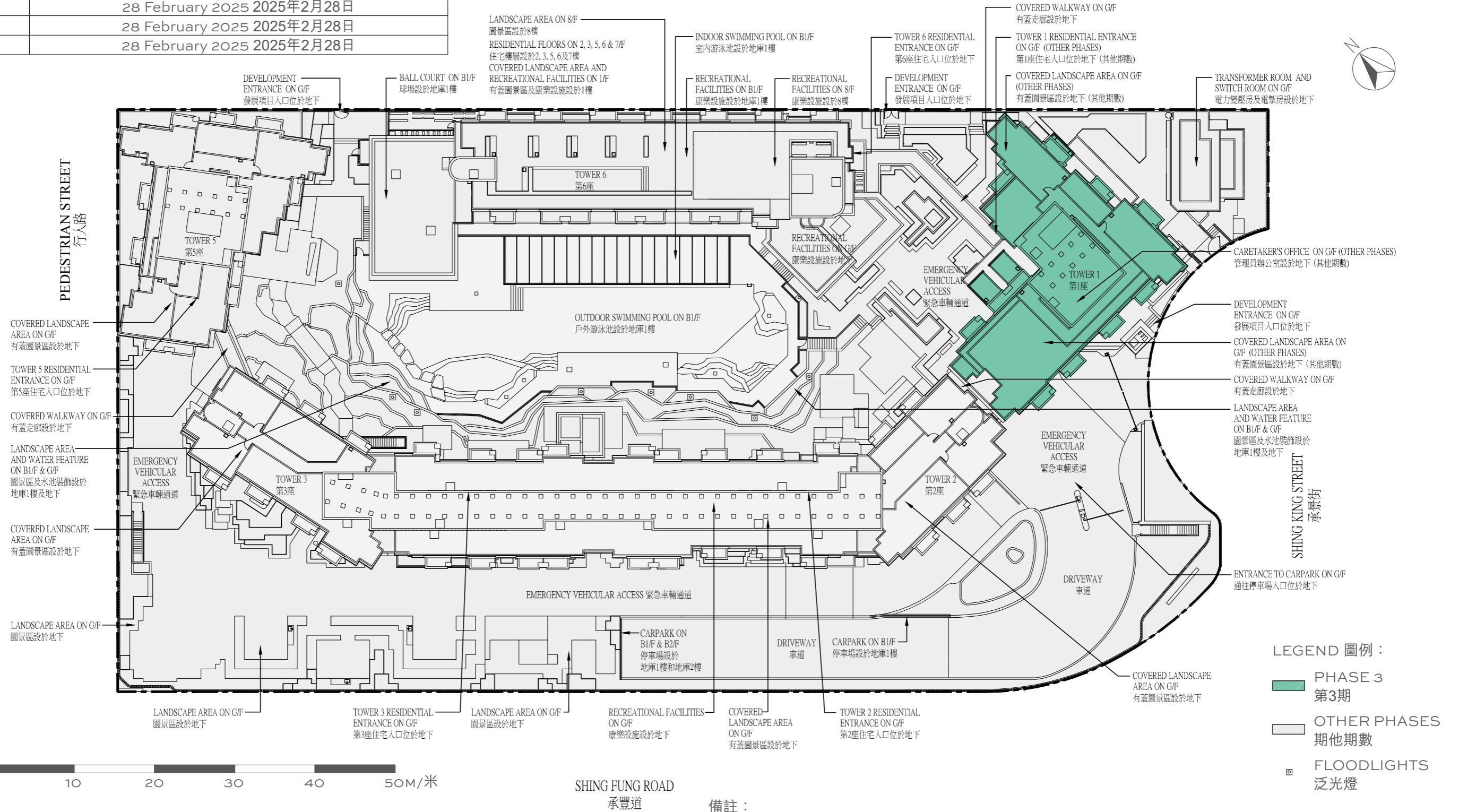
發展項目的布局圖

The estimated date of completion of the buildings and facilities within the Development, as provided by the Authorized Person for the Development:
由發展項目的認可人士提供的發展項目內的建築物及設施的預計落成日期：

| Phase 期數 | Estimated Date of Completion 預計落成日期 |
|----------|-------------------------------------|
| 1 | 28 February 2025 2025年2月28日 |
| 2 | 28 February 2025 2025年2月28日 |
| 3 | 28 February 2025 2025年2月28日 |

PROMENADE CUM EMERGENCY VEHICULAR ACCESS
海濱長廊附帶緊急車輛通道

DEDICATED PEDESTRIAN ZONE
專用步行區



Scale 比例 0 10 20 30 40 50M/米

Remarks :

- Floodlights will be provided for lighting of the outdoor swimming pool area on B1/F of the Development in the evening. Prospective purchasers please note the impact (if any) of the illumination of such lighting system on individual residential property.
- Water features may emit sounds and affect the enjoyment to the residential properties.

備註：

- 發展項目之地庫1樓戶外游泳池區會裝設泛光燈以供戶外游泳池區的晚間照明。準買家請注意該等照明系統的照明對個別住宅物業造成的影響 (如有)。
- 水池裝飾可能釋放聲音及對享用住宅物業造成影響。

Floor plans of residential properties in the phase 期數的住宅物業的樓面平面圖

Remarks applicable to the floor plans in this section:

1. There are architectural features and/or exposed pipes on the external walls of some of the floors. For details, please refer to the latest approved building plans and/or approved drainage plans and/or other relevant plans.
2. Common pipes exposed and /or enclosed in cladding are located at/adjacent to the balcony and utility platform and/or flat roof and/or air-conditioner platform and/or external wall of some residential properties. For details, please refer to the latest approved building plans and/or approved drainage plans and/or other relevant plans.
3. There are sunken slabs for mechanical and electrical services and/or false ceiling/bulkheads for the air-conditioning fittings and/or mechanical and electrical services at some residential properties.
4. There may be exposed pipes installed in some bathrooms.
5. There are pipes enclosed by the fittings and finishes in some residential properties. For details, please refer to the latest approved drainage plans and/or other relevant plans.
6. There may be exposed pipes located at the upper part of some balconies and utility platforms, private flat roofs and air- conditioner platforms.
7. Balconies and utility platforms and air-conditioner platforms are non-enclosed areas.
8. There may be non-structural prefabricated external walls in some residential properties. The Saleable Area as defined in the formal Agreement for Sale and Purchase of a residential property has included the non-structural prefabricated external walls and is measured from the exterior of such non-structural prefabricated external walls.
9. The ceiling height of some residential properties may vary due to structural, architectural and/or decoration design variations.
10. During the necessary maintenance of the external walls of towers arranged by Manager of the Development/the Phase, suspended working platform will be operating in the airspace outside windows and/or above common flat roof/ private flat roof/ roof of the residential properties of such towers.
11. Symbols of fittings and fitments such as bath tub, sink, water closet, shower, sink counter, etc. in the floor plans are prepared based on the latest approved building plans and are for general indication only.

適用於本節之樓面平面圖之備註：

1. 部分樓層外牆範圍設有建築裝飾及/或外露喉管，詳細資料請參考最新經批准的建築圖則及/或經批准的排水設施圖則及/或其他相關圖則。
2. 部分住宅物業的露台及工作平台及/或平台及/或空調機平台及/或外牆上/附近設有外露及/或飾面板內藏之公用喉管，詳細資料請參考最新經批准的建築圖則及/或經批准的排水設施圖則及/或其他相關圖則。
3. 部分住宅物業有用以安裝機電設備的跌級樓板及/或用以裝置空調裝備及/或其他機電設備的假天花/裝飾橫樑。
4. 部分浴室內可能裝有外露喉管。
5. 部分住宅物業於裝置及裝修物料內設有喉管。詳細資料請參考最新經批准的排水設施圖則及其他相關圖則。
6. 部分露台及工作平台、私人平台及空調機平台上方可能裝有外露喉管。
7. 露台及工作平台及空調機平台為不可封閉的地方。
8. 部分住宅物業可能裝有非結構預製外牆。正式買賣合約之實用面積之計算包括非結構預製外牆，並由非結構預製外牆之外圍起計。
9. 部分住宅物業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有差異。
10. 在發展項目/期數管理人安排於大廈外牆之必要維修進行期間，吊船將在該大廈的住宅物業之窗戶外及/或公用平台/私人平台/天台上之上空運作。
11. 樓面平面圖上所顯示的裝置符號，如浴缸、洗滌盆、坐廁、花灑、洗滌盆櫃等乃按最新的經批准的建築圖則繪製，只作一般示意用途。

Legend for floor plans of residential properties in the Phase 期數的住宅物業的樓面平面圖圖例

A.A.F. = Aluminium Architectural Feature 鋁質建築裝飾

A.D. = Air Duct 風槽

AC = Air Conditioner Platform 空調機平台

ACON. ON P.F.R. = Air Conditioner on Private Flat Roof 私人平台上之空調機

BA. = Bathroom 浴室

BAL. & U.P. = Balcony & Utility Platform 露台及工作平台

BAL. & U.P. ABOVE = Balcony & Utility Platform above 露台及工作平台於上方

BR. = Bedroom 睡房

C.D. = Cable Duct 電線槽

COMMON FLAT ROOF = Common Flat Roof 公用平台

COMMON ROOF = Common Roof 公用天台

DIN. = Dining Room 飯廳

DN. = Down 下

E.M.C. = Electrical Meter Cabinet 電錶櫃

E.M.R. = Electrical Meter Room 電錶房

E.P.D. = External Pipe Duct (Architectural Feature) 外置管道槽(建築裝飾)

FIREMAN'S LIFT LOBBY = Fireman's Lift Lobby 消防升降機大堂

H.R. = Hose Reel 消防喉轆

KIT. = Kitchen 廚房

LAV. = Lavatory 盥洗室

LIFT = Lift 升降機

LIFT CONTROL PANEL = Lift Control Panel 升降機控制櫃

LIFT LOBBY = Lift Lobby 升降機大堂

LIFT SHAFT = Lift Shaft 升降機槽

LIV. = Living Room 客廳

M.BA. = Master Bathroom 主人睡房

M.BR. = Master Bedroom 主人房浴室

OPEN KIT. = Open Kitchen 開放式廚房

P.A. = Planter 花槽

P.D. = Pipe Duct 管道槽

PRIVATE FLAT ROOF = Private Flat Roof 私人平台

PRIVATE ROOF = Private Roof 私人天台

R.C. COVER = Reinforced Concrete Cover 鋼筋混凝土上蓋

R.S. & M.R.R. = Refuse Storage and Material Recovery Room 垃圾及物料回收室

ST. = Store Room 儲物室

TOP OF A.A.F. = Top of Aluminium Architectural Feature 鋁質建築裝飾頂端

TOP OF E.P.D. = Top of External Pipe Duct (Architectural Feature) 外置管道槽(建築裝飾)頂端

UP = Up 上

V.G. = Vertical Green 垂直綠化

W.M.C. = Water Meter Cabinet 水錶櫃

Floor plans of residential properties in the phase 期數的住宅物業的樓面平面圖

Tower 1 2/F
第1座 2樓

| Description 描述 | Flat 單位 | | | | | | | | | | |
|--|--|---|---|--|--|--|--|--|--|--|--|
| | A | B | C | D | E | F | G | H | J | K | L |
| Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (m) 每個住宅物業的層與層之間的高度 (指該樓層之石屎地台面與上一層石屎地台面之高度距離) (米) | 2.850 3.200 3.400 [△] 3.450 [△] 3.700 [△] 3.800 [△] | 3.200 3.450 [△] 3.700 [△] 3.800 [△] | 2.725 2.750 2.800 2.850 3.200 3.325 [△] 3.350 [△] 3.400 [△] 3.450 [△] 3.700 [△] 3.800 [△] | 2.850 3.200 3.450 [△] 3.800 [△] | 2.775 2.800 2.850 3.200 3.450 [△] 3.700 [△] 3.800 [△] | 2.850 3.200 3.450 [△] 3.700 [△] 3.800 [△] | 2.850 3.200 3.450 [△] 3.700 [△] 3.800 [△] | 2.850 3.200 3.450 [△] 3.700 [△] 3.800 [△] | 2.775 2.800 2.850 3.200 3.375 [△] 3.400 [△] 3.450 [△] 3.700 [△] 3.800 [△] | 2.775 2.800 2.850 3.200 3.375 [△] 3.400 [△] 3.450 [△] 3.700 [△] 3.800 [△] | 2.850 3.200 3.450 [△] 3.700 [△] 3.800 [△] |
| Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 厚度 (毫米) | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 | 150 | 150 |

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This statement as required under section 10(2)(e) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

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。(此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條規定之陳述並不適用於本期數。)

Remarks :

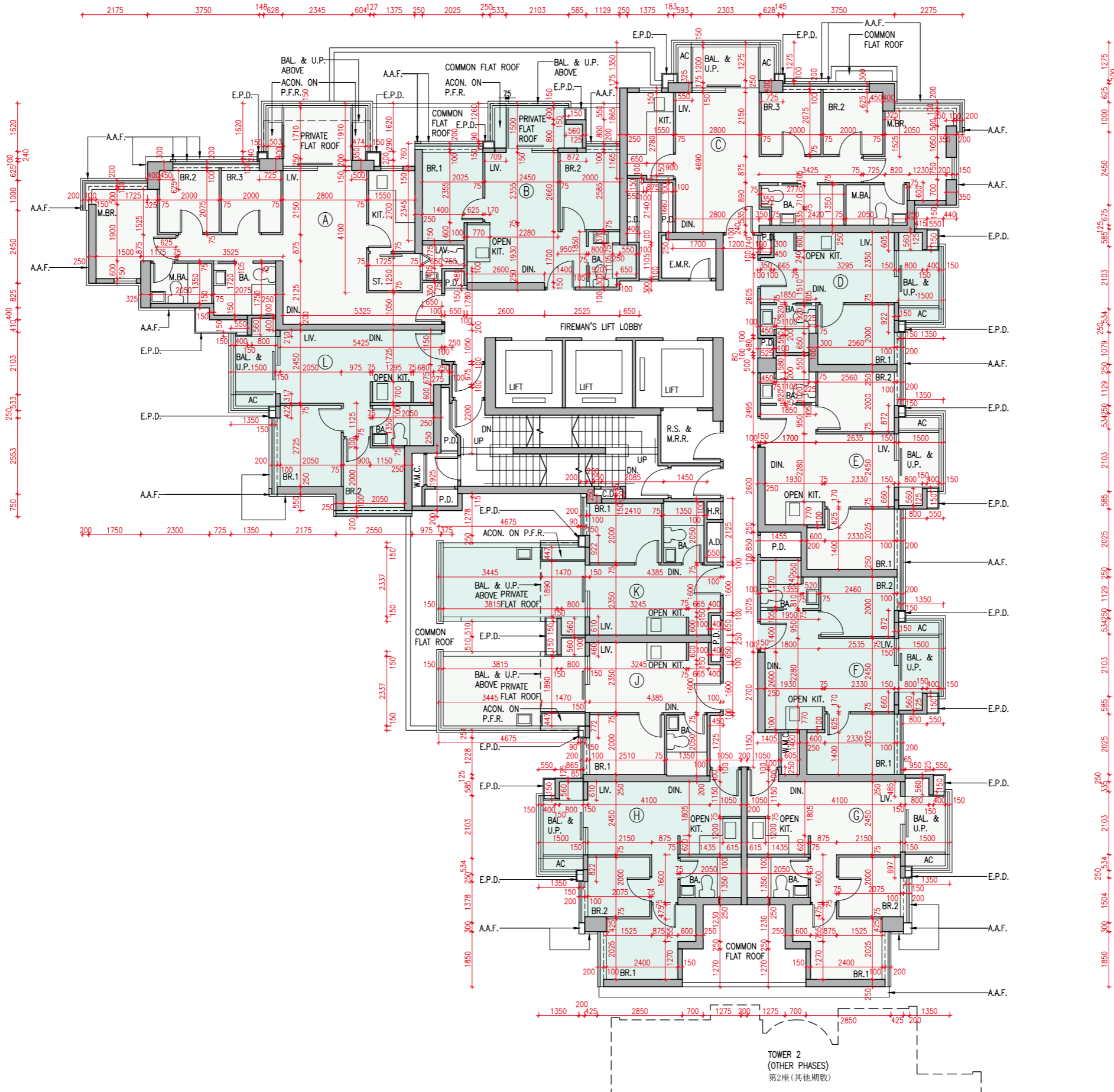
- The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
- Please refer to Page 23 of this sales brochure for legend of the terms and abbreviations shown in the floor plans.
- The floor-to-floor height (i.e. the height between the top surface of the structural slab of that floor and the top surface of the structured slab of its immediate upper floor) includes, without limitation: (△) Inclusive of the sunken depth of the sunken slab on the floor of that floor (0.600m), those sunken slabs located partly on the structural slab of that floor or its immediate upper floor.

備註：

- 樓面平面圖所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
- 樓面平面圖中顯示之名詞及簡稱之圖例，請參閱本售樓說明書第23頁。
- 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)包括但不限於：(△) 當中在該樓層跌級樓板為0.600米的跌級高度，該等跌級樓板有部分位於該樓層或上一層之石屎地台面。

Floor plans of residential properties in the phase 期數的住宅物業的樓面平面圖

Tower 1 2/F
第1座 2樓



Scale 比例 0 1 2 3 4 5M/米

Floor plans of residential properties in the phase 期數的住宅物業的樓面平面圖

Tower 1 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 29/F (4/F, 13/F, 14/F & 24/F are omitted)
第1座 3樓、5樓至12樓、15樓至23樓及25樓至29樓 (不設4樓、13樓、14樓及24樓)

| Description 描述 | | Flat 單位 | | | | | | | | | | |
|--|--|---|---|---|-----------------------------|---|---|---|---|---|---|---|
| | | A | B | C | D | E | F | G | H | J | K | L |
| Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (m) 每個住宅物業的層與層之間的高度 (指該樓層之石屎地台面與上一層石屎地台面之高度距離) (米) | 3/F, 5/F -12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、 15樓至23樓及 25樓至28樓 | 3.200 3.200 [◇] 3.200 [◎] 3.200 [☆] | 3.200 3.200 [◎] | 3.200 3.200 [◎] 3.200 [☆] 3.200 [◎] 3.200 [⊠] | 3.200 3.200 [◎] | 3.200 3.200 [◎] 3.200 [☆] 3.200 [△] | 3.200 3.200 [◎] 3.200 [◎] 3.200 [◎] | 3.200 3.200 [◎] 3.200 [◎] 3.200 [◎] | 3.200 3.200 [◎] 3.200 [◎] 3.200 [◎] | 3.200 3.200 [◎] 3.200 [◎] 3.200 [△] | 3.200 3.200 [◎] 3.200 [◎] 3.200 [△] | 3.200 3.200 [◎] 3.200 [◎] 3.200 [△] |
| | 29/F 29樓 | 3.500 3.600 [◇] 3.850 [◎] 3.900 [☆] | 3.500 3.600 [◎] 3.850 [◎] | 3.500 3.600 [◎] 3.850 [◎] 3.900 [☆] 3.950 [◎] 3.975 [⊠] | 3.500 3.850 [◎] | 3.500 3.600 [◇] 3.850 [◎] 3.900 [☆] 3.925 [△] | 3.500 3.600 [◎] 3.850 [◎] 3.850 [◎] | 3.500 3.600 [◎] 3.850 [◎] 3.850 [◎] | 3.500 3.600 [◎] 3.850 [◎] 3.850 [◎] | 3.500 3.600 [◎] 3.850 [◎] 3.900 [☆] 3.925 [△] | 3.500 3.600 [◎] 3.850 [◎] 3.900 [☆] 3.925 [△] | 3.500 3.600 [◎] 3.850 [◎] 3.900 [☆] 3.925 [△] |
| Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 厚度 (毫米) | 3/F, 5/F -12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、 15樓至23樓及 25樓至28樓 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 | 150 | 150 |
| | 29/F 29樓 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 | 150 200 |

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This statement as required under section 10(2)(e) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

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。(此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條規定之陳述並不適用於本期數。)

Remarks :

- The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
- Please refer to Page 23 of this sales brochure for legend of the terms and abbreviations shown in the floor plans.
- The floor-to-floor height (i.e. the height between the top surface of the structural slab of that floor and the top surface of the structured slab of its immediate upper floor) includes, without limitation:
 - (◇) Inclusive of the sunken depth of the sunken slab on the floor of that floor (0.100m);
 - (◎) Inclusive of the sunken depth of the sunken slab on the floor of that floor (0.350m);
 - (☆) Inclusive of the sunken depth of the sunken slab on the floor of that floor (0.400m);
 - (△) Inclusive of the sunken depth of the sunken slab on the floor of that floor (0.425m),
 - (⊕) Inclusive of the sunken depth of the sunken slab on the floor of that floor (0.450m),
 - (⊠) Inclusive of the sunken depth of the sunken slab on the floor of that floor (0.475m),
 those sunken slabs located partly on the structural slab of that floor or its immediate upper floor.

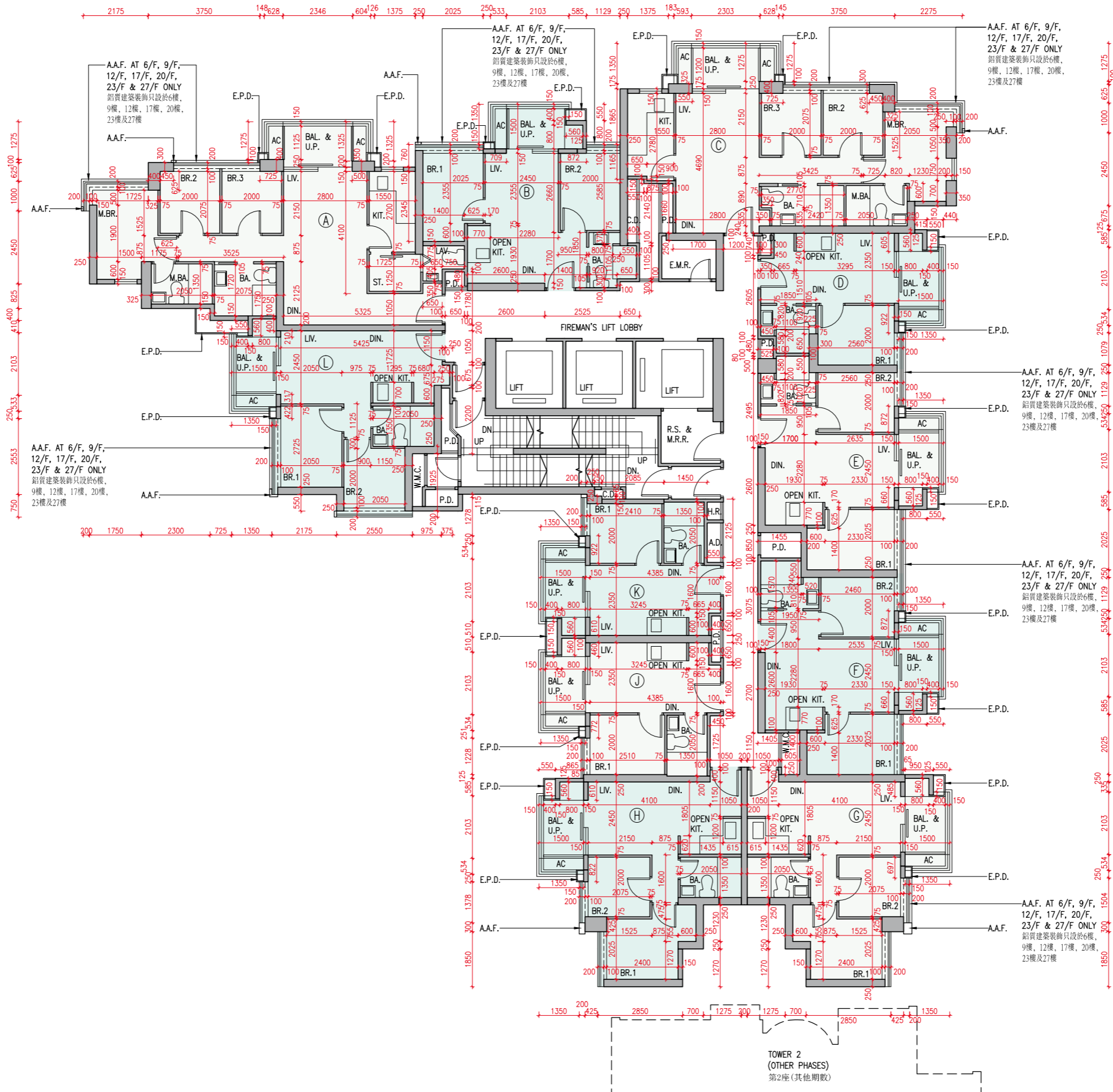
備註：

- 樓面平面圖所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
- 樓面平面圖中顯示之名詞及簡稱之圖例，請參閱本售樓說明書第23頁。
- 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)包括但不限於：
 - (◇) 當中在該樓層跌級樓板為0.100米的跌級高度；
 - (◎) 當中在該樓層跌級樓板為0.350米的跌級高度；
 - (☆) 當中在該樓層跌級樓板為0.400米的跌級高度；
 - (△) 當中在該樓層跌級樓板為0.425米的跌級高度，
 - (⊕) 當中在該樓層跌級樓板為0.450米的跌級高度，
 - (⊠) 當中在該樓層跌級樓板為0.475米的跌級高度，
 該等跌級樓板有部分位於該樓層或上一層之石屎地台面。

Floor plans of residential properties in the phase

期數的住宅物業的樓面平面圖

Tower 1 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 29/F (4/F, 13/F, 14/F & 24/F are omitted)
 第1座 3樓、5樓至12樓、15樓至23樓及25樓至29樓 (不設4樓、13樓、14樓及24樓)



Scale 比例 0 1 2 3 4 5M/米

Floor plans of residential properties in the phase 期數的住宅物業的樓面平面圖

Tower 1 Roof
第1座 天台

| Description 描述 | Flat 單位 | |
|--|-----------------------|---|
| | A | C |
| Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (m) 每個住宅物業的層與層之間的高度 (指該樓層之石屎地台面與上一層石屎地台面之高度距離) (米) | Not Applicable 不適用 | |
| Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 厚度 (毫米) | Not Applicable 不適用 | |

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This statement as required under section 10(2)(e) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

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。(此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條規定之陳述並不適用於本期數。)

Remarks :

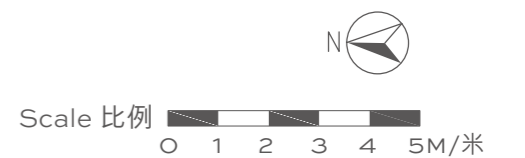
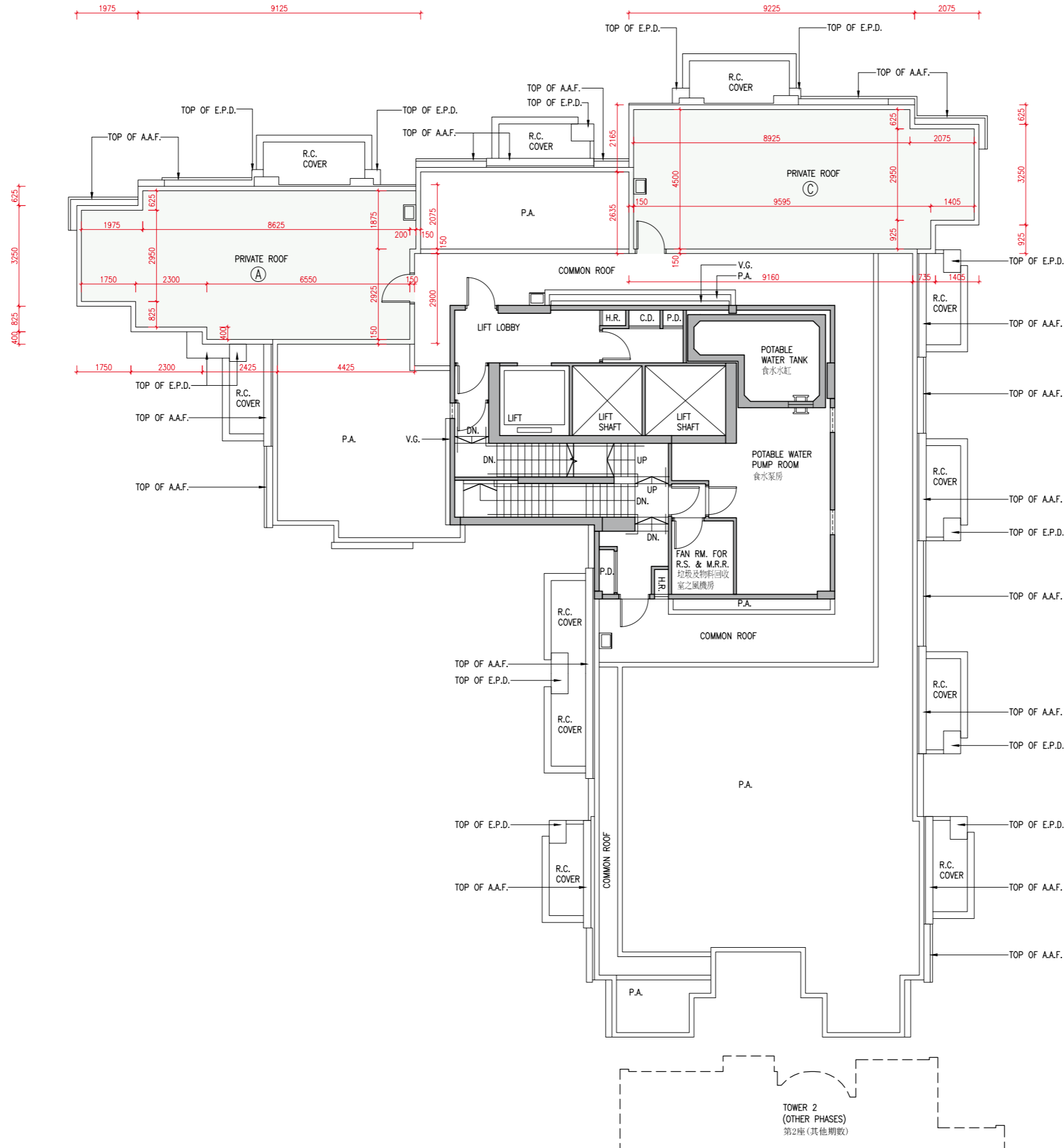
- The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
- Please refer to Page 23 of this sales brochure for legend of the terms and abbreviations shown in the floor plans.

備註：

- 樓面平面圖所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
- 樓面平面圖中顯示之名詞及簡稱之圖例，請參閱本售樓說明書第23頁。

Floor plans of residential properties in the phase 期數的住宅物業的樓面平面圖

Tower 1 Roof
第1座 天台



Area of residential properties in the phase 期數中的住宅物業的面積

| Description of Residential Property 物業的描述 | | | Saleable Area (including balcony, utility platform and 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 Name 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 | 2/F 2樓 | A | 58.349 (628) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-) Verandah 陽台 : - (-) | - | - | - | 3.964 (43) | - | - | - | - | - | - |
| | | B | 31.984 (344) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-) Verandah 陽台 : - (-) | - | - | - | 2.560 (28) | - | - | - | - | - | - |
| | | C | 53.815 (579) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : - (-) | - | - | - | - | - | - | - | - | - | - |
| | | D | 24.469 (263) Balcony 露台 : 2.210 (24) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : - (-) | - | - | - | - | - | - | - | - | - | - |
| | | E | 35.543 (383) Balcony 露台 : 2.210 (24) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : - (-) | - | - | - | - | - | - | - | - | - | - |
| | | F | 35.448 (382) Balcony 露台 : 2.210 (24) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : - (-) | - | - | - | - | - | - | - | - | - | - |
| | | G | 36.724 (395) Balcony 露台 : 2.210 (24) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : - (-) | - | - | - | - | - | - | - | - | - | - |
| | | H | 36.567 (394) Balcony 露台 : 2.210 (24) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : - (-) | - | - | - | - | - | - | - | - | - | - |
| | | J | 20.768 (224) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-) Verandah 陽台 : - (-) | - | - | - | 9.831 (106) | - | - | - | - | - | - |
| | | K | 20.700 (223) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-) Verandah 陽台 : - (-) | - | - | - | 9.831 (106) | - | - | - | - | - | - |
| | | L | 36.190 (390) Balcony 露台 : 2.139 (23) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : - (-) | - | - | - | - | - | - | - | - | - | - |

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

Remarks :

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

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

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。
- 不設4樓、13樓、14樓及24樓。

Area of residential properties in the phase 期數中的住宅物業的面積

| Description of Residential Property 物業的描述 | | | Saleable Area (including balcony, utility platform and 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 Name 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 |
| Tower 1 第1座 | 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、 15樓至23樓及 25樓至28樓 | A | 61.916 (666) Balcony 露台: 2.066 (22) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | B | 35.484 (382) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | C | 53.815 (579) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | D | 24.469 (263) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | E | 35.543 (383) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | F | 35.448 (382) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | G | 36.724 (395) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | H | 36.567 (394) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | J | 24.268 (261) Balcony 露台: 2.139 (23) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | K | 24.200 (260) Balcony 露台: 2.139 (23) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | L | 36.190 (390) Balcony 露台: 2.139 (23) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |

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

Remarks:

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

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

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。
- 不設4樓、13樓、14樓及24樓。

Area of residential properties in the phase 期數中的住宅物業的面積

| Description of Residential Property 物業的描述 | | | Saleable Area (including balcony, utility platform and 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 Name 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 |
| Tower 1 第1座 | 29/F 29樓 | A | 61.916 (666) Balcony 露台: 2.066 (22) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | 44.639 (480) | - | - | - |
| | | B | 35.484 (382) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | C | 53.815 (579) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | 44.601 (480) | - | - | - |
| | | D | 24.469 (263) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | E | 35.543 (383) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | F | 35.448 (382) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | G | 36.724 (395) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | H | 36.567 (394) Balcony 露台: 2.210 (24) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | J | 24.268 (261) Balcony 露台: 2.139 (23) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | K | 24.200 (260) Balcony 露台: 2.139 (23) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |
| | | L | 36.190 (390) Balcony 露台: 2.139 (23) Utility Platform 工作平台: 1.500 (16) Verandah 陽台: - (-) | - | - | - | - | - | - | - | - | - |

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

Remarks:

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

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

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。
- 不設4樓、13樓、14樓及24樓。

Floor plans of parking spaces in the phase
期數中的停車位的樓面平面圖

B1/F
地庫1樓



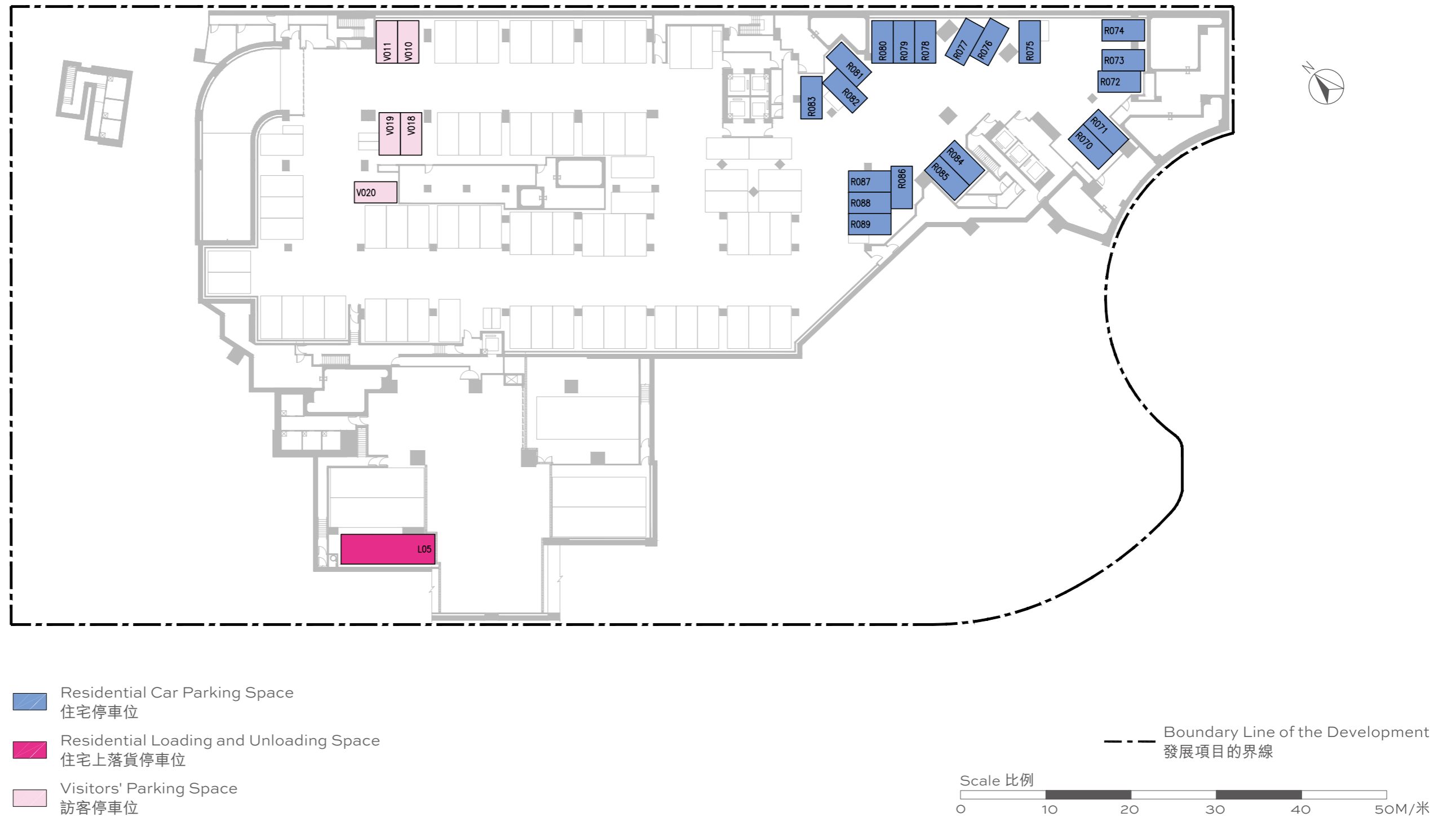
- Residential Car Parking Space
住宅停車位
- Residential Motor Cycle Parking Space
住宅電單車停車位
- Bicycle Parking Space
單車停車位

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

Scale 比例
0 10 20 30 40 50M/米

Floor plans of parking spaces in the phase 期數中的停車位的樓面平面圖

B2/F
地庫2樓



Floor plans of parking spaces in the phase 期數中的停車位的樓面平面圖

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

| Category of Parking Space 停車位類別 | Number 數目 | | Parking Space Number 停車位編號 | | Dimensions (Length x Width) (m.) 尺寸(長x闊)(米) | Area of each Parking Space (sq. m.) 每個停車位面積(平方米) |
|---|--------------|--------------|-------------------------------|---------------------------|---|--|
| | B1/F 地庫1樓 | B2/F 地庫2樓 | B1/F 地庫1樓 | B2/F 地庫2樓 | | |
| Residential Car Parking Space 住宅停車位 | 14 | 20 | R001-R007 & R028-R034 | R070-R089 | 5.0 x 2.5 | 12.5 |
| Residential Motor Cycle Parking Space 住宅電單車停車位 | 3 | - | M001-M003 | - | 2.4 x 1.0 | 2.4 |
| Visitors' Parking Space 訪客停車位 | - | 5 | - | V010, V011 & V018-V020 | 5.0 x 2.5 | 12.5 |
| Bicycle Parking Space 單車停車位 | 8 | - | B012-B019 | - | 1.8 x 0.5 | 0.9 |
| Residential Loading and Unloading Space 住宅上落貨停車位 | - | 1 | - | L05 | 11.0 x 3.5 | 38.5 |

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

- A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.
- 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.
- 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 -
 - that preliminary agreement is terminated;
 - the preliminary deposit is forfeited; and
 - the owner does not have any further claim against the purchaser for the failure.

- 在簽署臨時買賣合約時須支付款額為5%的臨時定金。
- 買方在簽署臨時買賣合約時須支付的臨時定金，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。
- 如買方沒有於訂立該臨時合約的日期之後的5個工作日內簽立買賣合約 -
 - 該臨時合約即告終止；
 - 有關的臨時定金即予沒收；及
 - 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的申索。

Summary of deed of mutual covenant

公契的摘要

A. The Common Parts of the Development

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

“Common Areas and Facilities” means collectively the Development Common Areas and Facilities, the High-Rise Common Areas and Facilities, the Low-Rise Common Area and Facilities, the Residential Common Areas and Facilities, the Car Park Common Areas and Facilities and all those parts and such of the facilities of the Development designated as common areas and facilities in any Sub-Deed(s).

“Car Park Common Areas and Facilities” means and includes:-

- (a) (i) the Common EV Facilities (in so far as the same are within the Car Park Common Areas and Facilities) and such walls or columns on which the Common EV Facilities are installed, all the driveways, passages, corridors, ramps and the backup automatic activated emergency lighting system, fan rooms;
- (ii) such other areas, apparatus, devices, systems and facilities of and in the Development intended for the common use and benefit of the Owners, occupiers or licensees of the Residential Car Parking Spaces and the Residential Motor Cycle Parking Spaces and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees;
- (iii) the common parts specified in Schedule 1 to the Ordinance that are for the common use and benefit of the Owners, occupiers or licensees of the Residential Car Parking Spaces, Residential Motor Cycle Parking Spaces, Accessible Visitors’ Parking Spaces, Visitors’ Parking Spaces, Bicycle Parking Spaces and Residential Loading and Unloading Spaces and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow on the DMC Plans (DWG Nos. DMC-LP-01, DMC-LP-02, DMC-LP-03 and DMC-LP-04); and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Car Park Common Areas and Facilities in accordance with the DMC or any Sub-Deed(s) or any other deed(s)

but excluding:-

- (i) the Development Common Areas and Facilities, the High-Rise Common Areas and Facilities, the Low-Rise Common Areas and Facilities and the Residential Common Areas and Facilities; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belong to any particular Owner and such facilities within the Development serving only any particular Owner.

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

- (a) (i) such parts of the Development which are intended for common use and benefit of the Development including but not limited to the external walls (excluding those external walls forming part of the Residential Common Areas and Facilities), the emergency vehicular access, passages, entrances, walkways, stairways, landings, platforms, boundary fence walls, lobbies, the space for the loading and unloading of refuse collection vehicles, service areas, driveways, roadways and pavements, ramps, drainage connection, electrical meter rooms, extra low voltage rooms, emergency generator rooms, fire control centre, fire services water tank and pump rooms, fan rooms, fuel tank rooms, smoke vent, air duct shafts, low voltage switch room, low voltage switch rooms, switch rooms, master meter room, pipe ducts for underground utilities lead-in, refuse storage & material recovery chamber, sewage sump pump system, sewage sump pits, rainwater sump pump system, rainwater sump pits, pipe ducts, sprinkler water tank and pump rooms, street fire hydrant water tank and pump room, guard room, caretaker’s office, telecommunication broadcasting equipment rooms, gas control compartment, Transformer Room Facilities, cable duct, extra low voltage ducts, electrical vehicle rooms, water meter cabinet, water tank and pump room, planters and such of the drains, channels, water mains, sewers, wires, cables and other facilities whether ducted or otherwise 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, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, 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 (but for the avoidance of doubt, excluding the AMR Outstation);
- (ii) to the extent not specifically provided in sub-paragraph (i) above, such other parts of the Land and the Development :-
 - (A) covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance; and/or
 - (B) fall within the categories as specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance;

which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Orange on the DMC Plans (DWG Nos. DMC-LP-01, DMC-LP-02, DMC-LP-03 and DMC-LP-04); and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Development Common Areas and Facilities in accordance with the DMC or any Sub-Deed(s) or any other deed(s)

Summary of deed of mutual covenant

公契的摘要

but excluding:-

- (i) the High-Rise Common Areas and Facilities, the Low-Rise Common Areas and Facilities, the Residential Common Areas and Facilities and the Car Park Common Areas and Facilities; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belong to any particular Owner and such facilities within the Development serving only any particular Owner.

“High-Rise Common Areas and Facilities” means and includes:-

- (a) (i) the Greenery Areas (insofar as those parts forming part of the High-Rise Common Areas and Facilities), fire services water tank and pump rooms, pipe ducts, potable water pump rooms, flushing water pump room, potable and flushing water tank and pump rooms, fan rooms, electrical meter rooms, cable ducts, extra low voltage ducts, water meter room, water meter cabinet, switch rooms, extra low voltage rooms, air duct, refuse storage and material recovery rooms, sprinkler water tank and pump rooms, lift(s), lift shaft(s), such areas, apparatus, devices, systems and facilities of and in the Residential Accommodation intended for the common use and benefit of the Owners, residents or tenants of the Residential Units in a Residential Tower (High-Rise) and their bona fide guests, visitors or invitees; and
- (ii) the common parts specified in Schedule 1 to the Ordinance that are for the common use and benefit of the Owners, occupiers or licensees of the Residential Units in a Residential Tower (High-Rise) and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Grey and Grey Stippled Black on the DMC Plans (DWG Nos. DMC-LP-01, DMC-LP-02, DMC-LP-03, DMC-LP-04, DMC-LP-05, DMC-LP-08, DMC-LP-09, DMC-LP-10, DMC-LP-12, DMC-LP-13, DMC-LP-14, DMC-LP-15, DMC-LP-17, DMC-LP-18, DMC-LP-19 and DMC-LP-21); and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the High-Rise Common Areas and Facilities in accordance with the DMC or any Sub-Deed(s) or any other deed(s)

but excluding:-

- (i) the Development Common Areas and Facilities, the Low-Rise Common Areas and Facilities, the Car Park Common Areas and Facilities and the Residential Common Areas and Facilities; and
- (ii) such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belong to any particular Owner and such facilities within the Development serving only any particular Owner.

“Low-Rise Common Areas and Facilities” means and includes:-

- (a) (i) fire services water tank and pump rooms, pipe ducts, water tank and pump rooms, refuse storage and material recovery rooms, sprinkler water tank and pump rooms, electrical meter cabinets, cable ducts, water meter cabinets, air duct, such areas, apparatus, devices, systems and facilities of and in the Residential Accommodation intended for the common use and benefit of the Owners, residents or tenants of the Residential Units in a Residential Tower (Low-Rise) and their bona fide guests, visitors or invitees; and
- (ii) the common parts specified in Schedule 1 to the Ordinance that are for the common use and benefit of the Owners, occupiers or licensees of the Residential Units in a Residential Tower (Low-Rise) and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Indigo on the DMC Plans (DWG Nos. DMC-LP-01, DMC-LP-02, DMC-LP-03, DMC-LP-04, DMC-LP-22, DMC-LP-23 and DMC-LP-23-01); and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Low-Rise Common Areas and Facilities in accordance with the DMC or any Sub-Deed(s) or any other deed(s)

but excluding:-

- (i) the Development Common Areas and Facilities, the High-Rise Common Areas and Facilities, the Car Park Common Areas and Facilities and the Residential Common Areas and Facilities; and
- (ii) such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belong to any particular Owner and such facilities within the Development serving only any particular Owner.

Summary of deed of mutual covenant

公契的摘要

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

- (a) (i) the external walls of the Residential Units including the non-structural prefabricated external walls which are for the purposes of identification only shown and coloured Violet on the DMC Plans (DWG Nos. DMC-LP-05, DMC-LP-09, DMC-LP-10, DMC-LP-14, DMC-LP-15 and DMC-LP-19) and the curtain wall system of the Development (except the openable parts of the curtain wall system wholly enclosing or fronting a Residential Unit and such pieces of vision panels forming part of the curtain wall system and wholly enclosing or fronting a Residential Unit, which said openable parts and vision panels shall form part of the relevant Residential Unit), aluminium claddings, aluminium sunshade, architectural fins, the Accessible Visitors’ Parking Spaces, the Bicycle Parking Spaces, the Common EV Facilities (in so far as the same are within the Residential Common Areas and Facilities) and such walls or columns on which the Common EV Facilities are installed, the Greenery Areas (insofar as those parts forming part of the Residential Common Areas and Facilities), the Recreational Areas and Facilities, the Residential Loading and Unloading Spaces, the Visitors’ Parking Spaces, covered landscape areas, and such of the passages, common corridors and lift lobbies, entrances, landings, halls, entrance lobbies, horizontal screens, landscaped areas, water features, covered walkway, covered landscape, structural walls, stairways, cast-in anchors, telecommunications and broadcasting distribution networks, area for the installation or use of aerial broadcast distribution, [FM and Digital TV channel modulator, HDMI modulator, combiner, surge protector, amplifier and cable connected to the AM & FM antenna], cable ducts, electrical meter cabinet, electrical meter rooms, extra low voltage ducts, fireman's lift lobbies, filtration plants rooms, water meter room, lift machine rooms, maintenance catwalk, skylights, transformer rooms, water meter cabinet, common flat roofs, roofs and top roofs not forming parts of Residential Units, meter rooms and meter spaces and roof thereof and such of the lifts, lift shafts, firemen's lifts, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and the backup automatic activated emergency lighting system;
- (ii) such other areas, apparatus, devices, systems and facilities of and in the Residential Accommodation intended for the common use and benefit of the Owners, residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees; and
- (iii) the common parts specified in Schedule 1 to the Ordinance that are for the common use and benefit of the Owners, occupiers or licensees of the Residential Units and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,

which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Green, Green Hatched Black, Green Stippled Black and Violet on the DMC Plans (DWG Nos. DMC-LP-01, DMC-LP-02, DMC-LP-03, DMC-LP-04, DMC-LP-18, DMC-LP-22, DMC-LP-23 and DMC-LP-23-01); and

- (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Residential Common Areas and Facilities in accordance with the DMC or any Sub-Deed(s) or any other deed(s)

but excluding:-

- (i) the Development Common Areas and Facilities, the High-Rise Common Areas and Facilities, the Low-Rise Common Areas and Facilities and the Car Park Common Areas and Facilities; and
- (ii) such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belong to any particular Owner and such facilities within the Development serving only any particular Owner.

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B. The Number of Undivided Shares assigned to each residential property in the Phase

| Tower | Floor | Flat | Undivided Share per Unit |
|-------|--|------|--------------------------|
| 1 | 2/F (1 Storey) | A# | 59/50,397 |
| | | B# | 32/50,397 |
| | | C | 54/50,397 |
| | | D | 25/50,397 |
| | | E | 36/50,397 |
| | | F | 36/50,397 |
| | | G | 37/50,397 |
| | | H | 37/50,397 |
| | | J# | 22/50,397 |
| | | K# | 22/50,397 |
| | | L | 36/50,397 |
| | 3/F, 5/F, 6/F, 7/F, 8/F, 9/F, 10/F, 11/F, 12/F, 15/F, 16/F, 17/F, 18/F, 19/F, 20/F, 21/F, 22/F, 23/F, 25/F, 26/F, 27/F, 28/F (22 Storeys) | A | 62/50,397 |
| | | B | 36/50,397 |
| | | C | 54/50,397 |
| | | D | 25/50,397 |
| | | E | 36/50,397 |
| | | F | 36/50,397 |
| | | G | 37/50,397 |
| | | H | 37/50,397 |
| | | J | 24/50,397 |
| | | K | 24/50,397 |
| | | L | 36/50,397 |
| | 29/F (1 Storey) | A* | 67/50,397 |
| | | B | 36/50,397 |
| | | C* | 58/50,397 |
| | | D | 25/50,397 |
| | | E | 36/50,397 |
| | | F | 36/50,397 |
| | | G | 37/50,397 |
| | | H | 37/50,397 |
| | | J | 24/50,397 |
| | | K | 24/50,397 |
| | | L | 36/50,397 |

Remarks:

- 4/F, 13/F, 14/F and 24/F are omitted.
- Flat I and Flat O are omitted.
- There is no Tower 4.
- # means including the flat roof(s) adjacent thereto.
- * means including the roof(s) thereabove.

C. The Term of years for which the Manager of the Development is appointed

The Manager will be appointed for an initial term of not exceeding two (2) years from the date of appointment under the DMC and such appointment shall continue until terminated as provided in the DMC.

D. The Basis on which the Management Expenses are shared among the owners of residential properties in the Development

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

E. The Basis on which the Management Fee Deposit is fixed

A sum as security equivalent to 3/12th of the first year's budgeted management expenses payable by each Owner in respect of the Residential Unit and such security amount shall be non-interest bearing and non-refundable but transferable.

F. The Area (if any) in the Phase retained by the owner (i.e. the Vendor) for its own use

Not applicable.

Notes:

- Unless otherwise defined in the sales brochure, the capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning of such terms in the DMC.
- For full details, please refer to the latest draft DMC which is available for inspection at the sales office during its opening hours free of charge. A copy of the latest draft DMC is available upon request and payment of the necessary photocopying charges.

Summary of deed of mutual covenant

公契的摘要

A 發展項目的公用部分

根據最新擬稿之發展項目的公契及管理協議(「公契」)：

「公用地方及設施」統指發展項目公用地方及設施、高層公用地方及設施、低層公用地方及設施、住宅公用地方及設施、停車場公用地方及設施及任何分公契中指定為公用地方及設施的發展項目所有該等部分及設施。

「停車場公用地方及設施」指及包括：

- (a) (i) 公用電動車充電設施(只要其位於停車場公用地方及設施內)及安裝公用電動車充電設施的牆壁或柱子、所有車道、通道、走廊、坡道以及備用自動啟動緊急照明系統、風機房；
- (ii) 發展項目內擬供住宅停車位及住宅電單車停車位的業主、佔用人或被許可人及其真正賓客、訪客、租客、僱工、代理人、被許可人或被邀請人共同使用及享用的其他區域、器具、儀器、系統及設施；
- (iii) 條例附表1所指明供住宅停車位、住宅電單車停車位、傷殘人士訪客停車位、訪客停車位、單車停車位及住宅上落貨停車位的業主、佔用人或被許可人及其真正賓客、訪客、租客、僱工、代理人、被許可人或被邀請人共同使用及享用的公用部分，

(如果可以在圖則上顯示)，在公契圖則(DWG編號：DMC-LP-01、DMC-LP-02、DMC-LP-03及DMC-LP-04)上以黃色顯示，僅供識別；及

- (b) 不時根據公契或任何分公契或任何其他契約指定為停車場公用地方及設施的該土地及發展項目內的其他區域、器具、儀器、系統及設施，

但不包括：

- (i) 發展項目公用地方及設施、高層公用地方及設施、低層公用地方及設施及住宅公用地方及設施；及
- (ii) 發展項目內任何特定業主享有專屬權和特權持有、使用、佔有及享用的區域和發展項目內只服務任何特定業主的設施。

「發展項目公用地方及設施」指及包括：

- (a) (i) 發展項目中擬供發展項目共同使用及享用的部分，包括但不限於在發展項目安裝或提供給發展項目共同使用及享用的外牆(不包括構成住宅公用地方及設施一部分的外牆)、緊急車輛通道、通道、入口、走道、樓梯、梯台、平台、邊界圍牆、大堂、垃圾收集車上落貨停車位、服務區、車道、道路和行人道、坡道、排水連接、電錶室、特低電壓房、緊急發電機房、消防控制中心、消防水箱及泵房、風機房、油箱房、排煙口、風槽、低壓開關室、低壓電掣房、多間低壓電掣房、電掣房、總儀錶房、地下公用設施引入管道槽、垃圾收集及物料回收室、污水集水泵系統、污水集水坑、雨水集水泵系統、雨水集水坑、管道槽、花灑水箱及泵房、街道消防栓水箱及泵房、門衛室、管理員辦事處、電訊廣播設備房、煤氣控制室、變電室設施、電線槽、特低電壓槽、電動車房、水錶櫃、水箱及泵房、花槽及其排水溝、渠道、總水管、污水渠、電線、電纜和目前或任何時候可能位於或穿過該土地之內、之下、之上將淡水或鹹水、污水、煤氣、電話、電力或其他設施輸送出入發展項目的其他設施(無論以管道或其他方式)、樹木、灌木及其他植物及植被、燈柱及其他照明設施、消防及滅火設備及裝置、保安系統及裝置、通風系統及任何其他機械系統、儀器或設施，(但為免存疑，不包括自動讀錶系統分站)；

- (ii) 倘若以上第(i)分段沒有特別規定，下面該土地及發展項目的其他部分：

(A) 符合條例第2條中「公用部分」第(a)段的定義；及/或

(B) 條例附表1訂明而符合條例第2條中「公用部分」第(b)段的定義

(如果可以在圖則上顯示)，在公契圖則(DWG編號：DMC-LP-01、DMC-LP-02、DMC-LP-03及DMC-LP-04)上以橙色顯示，僅供識別；及

- (b) 不時根據公契或任何分公契或任何其他契約指定為發展項目公用地方及設施的該土地及發展項目內的其他區域、器具、儀器、系統及設施，

但不包括：

- (i) 高層公用地方及設施、低層公用地方及設施、住宅公用地方及設施及停車場公用地方及設施；及
- (ii) 發展項目內任何特定業主享有專屬權和特權持有、使用、佔有及享用的區域和發展項目內只服務任何特定業主的設施。

「高層公用地方及設施」指及包括：

- (a) (i) 綠化區(如果該等部分構成高層公用地方及設施一部分)、住宅樓宇內擬供住宅大樓(高層)內住宅單位的業主、住戶、租客及其真正賓客、訪客、租客或被邀請人共同使用及享用的消防水箱及泵房、管道槽、食水泵房、沖廁水泵房、食水及沖廁水箱及泵房、風機房、電錶房、電線槽、特低電壓槽、水錶室、水錶櫃、電掣房、特低電壓房、風道、垃圾收集及物料回收室、花灑水箱、泵房、升降機、升降機槽及其他區域、器具、儀器、系統及設施；及

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- (ii) 條例附表1所指明供住宅大樓(高層)內住宅單位的業主、佔用人或被許可人及其真正賓客、訪客、租客、僱工、代理人、被許可人或被邀請人共同使用及享用的公用部分，

(如果可以在圖則上顯示)，在公契圖則(DWG編號：DMC-LP-01、DMC-LP-02、DMC-LP-03、DMC-LP-04、DMC-LP-05、DMC-LP-08、DMC-LP-09、DMC-LP-10、DMC-LP-12、DMC-LP-13、DMC-LP-14、DMC-LP-15、DMC-LP-17、DMC-LP-18、DMC-LP-19及DMC-LP-21)上以灰色和灰色加黑點顯示，僅供識別；及

- (b) 不時根據公契或任何分公契或任何其他契約指定為高層公用地方及設施的該土地及發展項目內的其他區域、器具、儀器、系統及設施，

但不包括：

- (i) 發展項目公用地方及設施、低層公用地方及設施、停車場公用地方及設施及住宅公用地方及設施；及
- (ii) 發展項目內任何特定業主享有專屬權和特權持有、使用、佔有及享用的區域和發展項目內只服務任何特定業主的設施。

「低層公用地方及設施」指及包括：

- (a) (i) 住宅樓宇內擬供住宅大樓(低層)內住宅單位的業主、住戶、租客及其真正賓客、訪客、租客或被邀請人共同使用及享用的消防水箱及泵房、管道槽、水箱及泵房、垃圾收集及物料回收室、花灑水箱及泵房、電錶櫃、電線槽、水錶櫃、風道及其他區域、器具、儀器、系統及設施；及
- (ii) 條例附表1所指明供住宅大樓(低層)內住宅單位的業主、佔用人或被許可人及其真正賓客、訪客、租客、僱工、代理人、被許可人或被邀請人共同使用及享用的公用部分，

(如果可以在圖則上顯示)，在公契圖則(DWG編號：DMC-LP-01、DMC-LP-02、DMC-LP-03、DMC-LP-04、DMC-LP-22、DMC-LP-23及DMC-LP-23-01)上以靛藍色顯示，僅供識別；及

- (b) 不時根據公契或任何分公契或任何其他契約指定為低層公用地方及設施的該土地及發展項目內的其他區域、器具、儀器、系統及設施，

但不包括：

- (i) 發展項目公用地方及設施、高層公用地方及設施、停車場公用地方及設施及住宅公用地方及設施；及
- (ii) 發展項目內任何特定業主享有專屬權和特權持有、使用、佔有及享用的區域和發展項目內只服務任何特定業主的設施。

「住宅公用地方及設施」指及包括：

- (a) (i) 住宅單位的外牆，包括非結構性預製外牆(在公契圖則(DWG編號DMC-LP-05、DMC-LP-09、DMC-LP-10、DMC-LP-14、DMC-LP-15及DMC-LP-19)上以紫色顯示，僅供識別)及發展項目的幕牆系統(完全包圍或面向住宅單位的幕牆系統的可開啟部分和構成幕牆系統一部分並完全包圍或面向住宅單位的視覺面板除外，該可開啟部分和視覺面板應構成相關住宅單位的一部分)、鋁覆層、鋁遮陽簾、建築鱗片、傷殘人士訪客停車位、單車停車位、公用電動車充電設施(只要其位於住宅公用地方及設施內)以及安裝公用電動車充電設施的牆壁或柱子、綠化區(如果該等部分構成高層公用地方及設施一部分)、康樂區及設施、住宅上落客停車位、訪客停車位、有蓋園景區、通道、公用走廊及電梯大堂、入口、梯台、大堂、入口大堂、橫屏、園景區、水景、有蓋走道、有蓋園景、結構牆、樓梯、預埋錨、電訊和廣播分導網路、安裝或使用天線廣播分導的區域、[調頻(FM)和數位電視頻道調製器、高清多媒体界面(HDMI)調製器、組合器、電湧保護器、放大器和連接調幅廣播(AM)及調頻廣播(FM)天線的電纜]、電纜管道、電錶櫃、電錶室、超低電壓槽、消防升降機大堂、過濾機房、水錶房、升降機機房、維修走道、天窗、變壓器室、水錶櫃、公用平台、不構成住宅單位一部分的天台和頂層天台、電錶室和電錶區及其天台，升降機、升降機槽、消防升降機、照明、排水渠、渠道、污水渠、鹹水和淡水取水口和總管、電線、電纜、空調和通風系統以及向住宅樓宇輸送淡水或鹹水、污水、燃氣、電力和其他服務的其他設施，無論以管道或其他方式，泵、水箱、衛生裝置、電氣裝置、裝置、設備及器具、消防及滅火設備及器具、保安系統及器具、通風系統及備用自動啟動緊急照明系統；

- (ii) 住宅樓宇內擬供住宅單位的業主、住戶或租客及其真正賓客、訪客或被邀請人共同使用及享用的其他區域、器具、儀器、系統及設施；

- (iii) 條例附表1所指明供住宅單位的業主、佔用人或被許可人及其真正賓客、訪客、租客、僱工、代理人、被許可人或被邀請人共同使用及享用的公用部分，

(如果可以在圖則上顯示)，在公契圖則(DWG編號：DMC-LP-01、DMC-LP-02、DMC-LP-03及DMC-LP-04、DMC-LP-18、DMC-LP-22、DMC-LP-23及DMC-LP-23-01)上以綠色、綠色間黑斜線、綠色加黑點及紫色顯示，僅供識別；及

- (b) 不時根據公契或任何分公契或任何其他契約指定為住宅公用地方及設施的該土地及發展項目內的其他區域、器具、儀器、系統及設施，

但不包括：

- (i) 發展項目公用地方及設施、高層公用地方及設施、低層公用地方及設施及停車場公用地方及設施；及
- (ii) 發展項目內任何特定業主享有專屬權和特權持有、使用、佔有及享用的區域和發展項目內只服務任何特定業主的設施。

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B. 分配予期數中的每個住宅單位的不分割份數的數目

| 座數 | 樓層 | 單位 | 每個單位的不分割份數 |
|----|--|---------------|------------|
| 1 | 2 樓 (1 層) | A# | 59/50,397 |
| | | B# | 32/50,397 |
| | | C | 54/50,397 |
| | | D | 25/50,397 |
| | | E | 36/50,397 |
| | | F | 36/50,397 |
| | | G | 37/50,397 |
| | | H | 37/50,397 |
| | | J# | 22/50,397 |
| | | K# | 22/50,397 |
| | | L | 36/50,397 |
| | 3樓、5樓、6樓、7樓、8樓、 9樓、10樓、11樓、12樓、 15樓、16樓、17樓、18樓、 19樓、20樓、21樓、22樓、 23樓、25樓、26樓、27樓、 28樓 (22層) | A | 62/50,397 |
| | | B | 36/50,397 |
| | | C | 54/50,397 |
| | | D | 25/50,397 |
| | | E | 36/50,397 |
| | | F | 36/50,397 |
| | | G | 37/50,397 |
| | | H | 37/50,397 |
| | | J | 24/50,397 |
| | | K | 24/50,397 |
| | | L | 36/50,397 |
| | | 29 樓 (1 層) | A* |
| | B | | 36/50,397 |
| | C* | | 58/50,397 |
| | D | | 25/50,397 |
| | E | | 36/50,397 |
| | F | | 36/50,397 |
| | G | | 37/50,397 |
| | H | | 37/50,397 |
| J | 24/50,397 | | |
| K | 24/50,397 | | |
| L | 36/50,397 | | |

註釋：

1. 不設4樓、13樓、14樓及24樓。
2. 不設I單位和O單位。
3. 不設第4座。
4. # 表示包括其平台。
5. * 表示包括其天台。

C. 發展項目管理人的委任年期

管理人的首屆任期自公契規定的任命之日起不超過兩 (2) 年，該任命應持續到根據公契規定終止為止。

D. 在發展項目住宅物業的業主之間分擔管理開支的基準

每個住宅單位業主須按照公契訂明的方式、金額和比例，根據其住宅單位的不分割份數和公契列明的準則，分攤發展項目的管理開支(根據管理人編製的預算釐定)。

E. 釐定管理費按金的基準

每位業主應就住宅單位支付相當於第一年預算管理費用3/12的保證金，該保證金金額不計息且不可退還，但可轉讓。

F. 業主（即賣方）在期數中保留作自用的範圍(如有)

不適用。

備註：

1. 除非售樓說明書另行定義，否則本公契的摘要所採用之詞彙與公契所界定者具備相同涵義。
2. 欲悉詳情請參考公契最新擬稿。公契最新擬稿已備存於售樓處在開放時間內免費供閱覽，此外亦可支付必要影印費用後獲取公契最新擬稿的副本。

Summary of land grant

批地文件的摘要

1. The Development is constructed on New Kowloon Inland Lot No. 6591 (“**the Lot**”).
 2. The Lot was granted under an Agreement and Conditions of Sale of New Kowloon Inland Lot No. 6591 dated 18 December 2018 and registered in the Land Registry as Conditions of Sale No. 20332 (the “**Land Grant**”) for a term of 50 years commencing from 18 December 2018.
 3. General Condition No. 7 of the Land Grant stipulates that:-

“(a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:

 - (i) maintain all buildings in accordance with the approved design, disposition and height, and any approved building plans without variation or modification thereto; and
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

(b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser 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 Purchaser 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 redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.”
 4. General Condition No. 9 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 Purchaser 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 Purchaser and 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 Purchaser 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.”
 5. Special Condition No. (1)(b) of the Land Grant stipulates that:-

“The Purchaser acknowledges that as at the date of this Agreement, there are some structures and foundations existing on the lot, the Yellow Areas (as defined in Special Condition No. (2)(a) (i) hereof) and the Yellow Hatched Black Area (as defined in Special Condition No. 2(a)(i) hereof). The Purchaser undertakes to demolish and remove at his own expense and in all respects to the satisfaction of the Director the said structures and foundations from the lot, the Yellow Areas and the Yellow Hatched Black Area. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Purchaser by reason of the presence of the said structures and foundations or subsequent demolition or removal of the said structures and foundations. The Purchaser shall indemnify and keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and subsequent demolition and removal of the said structures and foundations. For the purpose of this Special Condition, the decision of the Director as to whether and when the demolition and removal of the said structures and foundations have been completed shall be final and binding on the Purchaser.”
 6. Special Condition No. (2) of the Land Grant stipulates that:-

“(a) (i) The Purchaser shall on or before the 30th day of September 2022* or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, lay, form, erect, construct, provide and landscape a promenade within the areas shown coloured yellow and yellow hatched black on the plan annexed hereto respectively (hereinafter referred to as “**the Yellow Areas**” and “**the Yellow Hatched Black Area**” respectively) in a good workmanlike manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in accordance with the Technical Schedules marked “Technical Schedule for the Yellow Areas and the Yellow Hatched Black Area” and “Technical Schedule for the Building Works” annexed hereto (hereinafter collectively referred to as “**the Technical Schedules**”), the plans approved under sub-clause (b) of this Special Condition and the Landscape Master Plan (as defined in Special Condition No. (4)(a) hereof). The Purchaser shall provide a public pedestrian access with a width of 4.5 metres within the Yellow Hatched Black Area as a dedicated pedestrian zone. For the avoidance of doubt, the Yellow Areas do not include any seawall.

(ii) For the purpose of this Special Condition, the decision of the Director as to whether and when the works referred to in sub-clause (a)(i) of this Special Condition have been completed in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding on the Purchaser.
- *Note: According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 9 November 2020, the due date had been extended to 31 March 2023. According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 16 January 2023, the due date had been further extended to 30 September 2023.

Summary of land grant 批地文件的摘要

- (b) (i) The Purchaser shall at his own expense submit or cause to be submitted to the Director for his written approval the plans of the Yellow Areas and the Yellow Hatched Black Area, which shall include details and information as to the level, position, alignment and design of the Yellow Areas and the Yellow Hatched Black Area and such other details and information as the Director may require.
- (ii) No amendment, variation, alteration, modification or substitution to the approved plans of the Yellow Areas and the Yellow Hatched Black Area shall be made by the Purchaser except with the prior written approval of the Director.
- (iii) Any amendment, variation, alteration, modification or substitution by the Purchaser as approved by the Director under sub-clause (b)(ii) of this Special Condition shall be deemed to be incorporated into the approved plans of the Yellow Areas and the Yellow Hatched Black Area and form part thereof.
- (iv) No building works (other than the demolition and removal works referred to in Special Condition No. (1)(b) hereof, site formation works and ground investigation) shall be commenced on or within the Yellow Areas and the Yellow Hatched Black Area unless and until the plans referred to in sub-clause (b)(i) of this Special Condition shall have been approved by the Director. For the purpose of these Conditions, “building works”, “site formation works” and “ground investigation” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (c) (i) The Purchaser shall not alter, demolish or damage the existing seawall adjoining the Yellow Areas or carry out any works which may alter, damage or adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will alter, damage or adversely affect the seawall shall be final and binding on the Purchaser.
- (ii) The maximum superimposed load within 10 metres from and behind the copeline of the seawall shall not exceed 10 kilonewtons per square metre.
- (iii) No form of percussive piling shall be used within 15 metres from the copeline of the seawall.
- (d) The Purchaser shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion of or pertaining to any of them in good and substantial repair and condition until such time as possession of the whole of the Yellow Areas and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with sub-clause (g)(iv) of this Special Condition.
- (e) In the event of the non-fulfilment of the Purchaser’s obligations under sub-clause (a)(i) or (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding on the Purchaser.
- (f) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser’s obligations under sub-clause (a)(i) or (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (g) (i) For the purpose only of carrying out the works specified in sub-clauses (a)(i) and (d) of this Special Condition, the Purchaser shall be granted possession of the Yellow Areas and the Yellow Hatched Black Area on a date to be specified in a letter from the Director to the Purchaser, such date to be not later than the 31st day of March 2020.
- (ii) The Government shall have no responsibility or liability in respect of any damage or loss whatsoever caused to or suffered by the Purchaser arising out of the deferred possession of the Yellow Areas and the Yellow Hatched Black Area and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such damage or loss.
- (iii) The Purchaser shall accept the Yellow Areas and the Yellow Hatched Black Area in such state and condition and with such trees, structures and foundations as existing on the date on which possession of the Yellow Areas and the Yellow Hatched Black Area is given to the Purchaser, and hereby agrees not to make any claims whatsoever against the Government in respect thereof.
- (iv) The Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof as the Director may at his sole discretion specify or require shall be re-delivered by the Purchaser to the Government on demand on or before the 30th September 2022* or such other date as may be approved by the Director and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- *Note: According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 9 November 2020, the due date had been extended to 31 March 2023. According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 16 January 2023, the due date had been further extended to 30 September 2023.
- (h) The Purchaser shall not without the prior written consent of the Director use the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof for the purpose of storage or parking of vehicles or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clauses (a)(i) and (d) of this Special Condition.

Summary of land grant 批地文件的摘要

- (i) (i) The Purchaser shall at all reasonable time prior to the re-delivery of the possession of the whole of the Yellow Areas and the Yellow Hatched Black Area:
- (I) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof for the purpose of inspecting, checking, and supervising any works to be carried out in compliance with sub-clauses (a)(i) and (d) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition and any other works which the Director may consider necessary in the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof;
- (II) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof as the Government, the Director or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof 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, and the Purchaser shall co-operate fully with the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, 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 Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof; 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, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof 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 Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof.
- (ii) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (i)(i) of this Special Condition shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (i)(i) of this Special Condition.
- (j) The Purchaser shall indemnify and keep indemnified the Government against all claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising 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) on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto and all trees' health problems, including defects, disorders, factors or causes which may affect the health of any trees, shrubs or other plants in the Yellow Areas and the Yellow Hatched Black Area (which trees' health problems are hereinafter referred to as **"Trees' Health Problems"**):
- (i) which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof; and
- (ii) which shall occur or become apparent within a period of 12 calendar months after the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof (hereinafter referred to as **"the Defects Liability and Plant Establishment Period of the Yellow Areas and the Yellow Hatched Black Area"**).
- (k) Whenever required by the Director, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, 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 on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto which shall occur or become apparent within the Defects Liability and Plant Establishment Period of the Yellow Areas and the Yellow Hatched Black Area. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof by the Purchaser.
- (l) In the event that due to any Trees' Health Problems which may exist at the date(s) of re-delivery of possession of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof by the Purchaser to the Government, any trees, shrubs or other plants within the Yellow Areas and the Yellow Hatched Black Area have not grown or developed within the Defects Liability and Plant Establishment Period of the Yellow Areas and the Yellow Hatched Black Area to a state and condition to the satisfaction of the Director, the Purchaser shall, if so required by the Director, at his own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out replanting, landscaping works, tree maintenance measures or any other measures in all respects to the satisfaction of the Director.

Summary of land grant 批地文件的摘要

- (m) The Director will, shortly before the expiry of the Defects Liability and Plant Establishment Period of the Yellow Areas and the Yellow Hatched Black Area, cause an inspection to be carried out in respect of the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works and any Trees' Health Problems which may be evident. The Director reserves the right to serve upon the Purchaser within 14 days after the expiry of the Defects Liability and Plant Establishment Period of the Yellow Areas and the Yellow Hatched Black Area, a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works and any Trees' Health Problems which may be evident within the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto and the Purchaser shall at his own expense cause all necessary works and measures to be carried out (including replanting, landscaping works, tree maintenance measures and any other measures specified in sub-clause (l) of this Special Condition) 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.
- (n) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (k) and (l) of this Special Condition, then any such works may be carried out by the Government and all costs and charges incurred in connection therewith by the Government as certified by the Director (whose decision shall be final and binding on the Purchaser) shall on demand be paid by the Purchaser.
- (o) For the purpose of this Special Condition only, the expression "Purchaser" shall exclude his assigns.
7. Special Condition No. (4) of the Land Grant stipulates that:-
- "(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the Yellow Areas and the Yellow Hatched Black Area (hereinafter referred to as "**Landscape Master Plan**") in compliance with the requirements stipulated in sub-clauses (b) and (c) of this Special Condition. No building works (other than the demolition and removal works referred to in Special Condition No. (1)(b) hereof, site formation works and ground investigation) shall be commenced on the Yellow Areas and the Yellow Hatched Black Area until the Landscape Master Plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of tree under Special Condition No. (11) hereof.
- (b) The Landscape Master Plan shall be at a scale of 1:200 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director may require.
- (c) Not less than 25% of the Yellow Areas and the Yellow Hatched Black Area shall be planted with trees, shrubs or other plants. The decision of the Director on which landscaping works proposed by the Purchaser constitutes that said 25% referred to in this sub-clause (c) shall be final and binding on the Purchaser. The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants. For the avoidance of doubt, the landscaping works provided under this sub-clause (c) shall not form part of the Greenery Area referred to in Special Condition No. (12)(b) hereof.
- (d) The Purchaser shall at his own expense landscape the Yellow Areas and the Yellow Hatched Black Area in accordance with the approved Landscape Master Plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved Landscape Master Plan shall be made without the prior written consent of the Director.
- (e) Without prejudice to the generality of Special Condition No. (2)(d) hereof, the Purchaser shall at his own expense keep and maintain the landscaping works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director until such time as possession of the whole of the Yellow Areas and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with Special Condition No. 2(g)(iv) hereof."
8. Special Condition No. (5) of the Land Grant stipulates that:-
- "The Purchaser 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 2024*."
- *Note: According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 9 November 2020, the due date had been extended to 31 March 2025. According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 16 January 2023, the due date had been further extended to 30 September 2025.
9. Special Condition No. (6) of the Land Grant stipulates that:-
- "The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes."
10. Special Condition No. (7)(a) of the Land Grant stipulates that:-
- "(a) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 hereof) of the lot or any part thereof:
- (i) 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;
- (ii) 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;
- (iii) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 32,037 square metres and shall not exceed 53,394 square metres;

Summary of land grant 批地文件的摘要

- (iv) the total site coverage of any building or buildings erected or to be erected at or above the ground level of the lot shall not exceed 40% of the area of the lot;
- (v) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 95 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may, subject to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director, approve, provided that:
 - (I) machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit on condition that the design, size and disposition of the said roof-top structures are to the satisfaction of the Director; and
 - (II) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (38) (b)(i)(II) hereof;
- (vi) (I) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected facade length of 60 metres or more; and
 - (II) for the purpose of sub-clause (vi)(I) of this Special Condition:
 - (A) the decision of the Director as to what constitutes a building shall be final and binding on the Purchaser;
 - (B) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;
 - (C) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Purchaser; and
 - (D) in calculating the projected facade length referred to in sub-clause (vi)(I) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Purchaser;
- (vii) at least one of the buildings erected or to be erected on the lot for private residential purposes shall comply with the following requirements:
 - (I) no part of such building or buildings may in the aggregate exceed a height of 35 metres above the Hong Kong Principal Datum, provided that:
 - (A) machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of such building or buildings so as to exceed the above height limit on condition that the design, size and disposition of the said roof-top structures are to the satisfaction of the Director; and
 - (B) the Director at his sole discretion may in calculating the height of such building or buildings exclude any structure or floor space referred to in Special Condition No.(38)(b)(i)(II) hereof;
 - (II) such building or buildings excluding any floor or space below the ground level shall not be less than six storeys and shall not exceed eight storeys, provided that the Director at his sole discretion may in calculating the number of storeys referred to in this sub-clause (a)(vii)(II) exclude:
 - (A) any floor or space that he is satisfied is constructed or intended to be occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar services; and
 - (B) any structure or floor space referred to in Special Condition No. (38)(b)(i)(II) hereof;
 - (III) the total site coverage of such building or buildings at or above the ground level of the lot shall not be less than 5% of the area of the lot; and
 - (IV) such building or buildings shall abut on at least 17% of the total length of the boundary line adjoining the Yellow Hatched Black Area between points A and B as shown and marked on the plan attached hereto.
- (viii) the total site coverage of any building or buildings erected or to be erected at or above the ground level of the lot for private residential purposes other than the building or buildings referred to in sub-clause (a)(vii) of this Special Condition shall not exceed 25% of the area of the lot; and
- (ix) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than the demolition and removal works referred to in Special Condition No. (1)(b) hereof, site formation works and ground investigation) shall be commenced on the lot until such approval shall have been obtained.”

Summary of land grant 批地文件的摘要

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

“(a) Except with the prior written consent of the Director, no building, structure, support for any building or structure, or projection shall be erected or constructed at or above the ground level of those portions of the lot shown coloured pink hatched black on the plan annexed hereto (hereinafter referred to as **“the Pink Hatched Black Areas”**) except the following:

- (i) boundary walls or fences or both provided that such boundary walls or fences or both shall be erected or constructed in all respects to the satisfaction of the Director to achieve visual and physical porosity of not less than 50% along the horizontal plane per linear metre from one metre above the general formation level of the adjacent pedestrian street or promenade; and
- (ii) landscaping, street furniture and pedestrian facilities.

(b) For the purposes of this Special Condition, the decision of the Director as to what constitutes the ground level of the Pink Hatched Black Areas referred to in sub-clause (a) of this Special Condition, what constitutes the general formation level of the adjacent pedestrian street or promenade referred to in sub-clause (a)(i) of this Special Condition and what constitutes landscaping, street furniture and pedestrian facilities referred to in sub-clause (a)(ii) of this Special Condition shall be final and binding on the Purchaser.”

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

“(a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as **“the Facilities”**) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (7)(a)(iii) hereof, subject to Special Condition No. (38)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.

(c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as **“the Exempted Facilities”**):

- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (17)(a)(v) hereof;
- (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
- (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.”

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

“(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot (hereinafter referred to as **“Landscape Plan for the Lot”**) in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.

- (b) (i) Not less than 30% of the area of the lot shall be planted with trees, shrubs or other plants.
- (ii) Not less than 66% of the 30% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as **“the Greenery Area”**) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
- (iii) Without prejudice to sub-clause (b)(ii) of this Special Condition, the Greenery Area or any part or parts thereof shall be provided within that portion of the Pink Hatched Black Areas located within 3 metres from the boundary of the lot between the points B and C as shown and marked on the plan annexed hereto.
- (iv) Not less than 20% of the roof area of any building or buildings erected or to be erected on the lot shall form part of the 30% referred to in sub-clause (b)(i) of this Special Condition.
- (v) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 30% referred to in sub-clause (b)(i) of this Special Condition, which area constitutes the roof area of any building or buildings referred to in sub-clause (b)(iv) of this Special Condition and whether the provision of the Greenery Area has been complied with in accordance with sub-clause (b)(ii) of this Special Condition shall be final and binding on the Purchaser.
- (vi) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.

(c) The Purchaser shall at his own expense landscape the lot in accordance with the approved Landscape Plan for the Lot in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved Landscape Plan for the Lot shall be made without the prior written consent of the Director.

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

(e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (17)(a)(v) hereof.”

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

“(a) Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

- (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the lot;
- (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
- (iii) the location of any such accommodation shall first be approved in writing by the Director.

For the purposes of this sub-clause (a), no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended or adapted for use as a single family residence shall be final and binding on the Purchaser.

(b) (i) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (7)(a)(iii) hereof, subject to Special Condition No. (38)(d) hereof, there shall not be taken into account office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below:

- (I) 0.2% of the total gross floor area of the building or buildings erected or to be erected on the lot;
- (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation, 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 Purchaser.

Any gross floor area in excess of the lesser of (I) or (II) above shall be taken into account for such calculation.

- (ii) In calculating the total gross floor area of the building or buildings erected or to be erected on the lot referred to in sub-clause (b)(i)(I) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Purchaser.
- (c) For the purposes of sub-clause (b) of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(d) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (17)(a)(v) hereof.”

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

“(a) Quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

- (i) such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
- (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

For the purpose of this sub-clause (a), no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended or adapted for use as a single family residence shall be final and binding on the Purchaser.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (7)(a)(iii) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.

(c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (17)(a)(v) hereof.”

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

“(a) One office for the use of the Owners’ Corporation or the Owners’ Committee may be provided within the lot provided that:

- (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners’ Corporation or the Owners’ Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
- (ii) the location of any such office shall first be approved in writing by the Director.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (7)(a)(iii) hereof, subject to Special Condition No. (38)(d) hereof, an office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculations.

(c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (17)(a)(v) hereof.”

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

“The Purchaser shall not partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof.”

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

“(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as **“the Residential Parking Spaces”**) at the following rates:

- (I) Where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences) is or are provided within the lot, a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below unless the Director consents to a rate or to a number different from those 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 16.7 residential units or part thereof |
| Not less than 40 square metres but less than 70 square metres | One space for every 9.5 residential units or part thereof |
| Not less than 70 square metres but less than 100 square metres | One space for every 3.2 residential units or part thereof |
| Not less than 100 square metres but less than 130 square metres | One space for every 1.2 residential units or part thereof |
| Not less than 130 square metres but less than 160 square metres | One space for every 0.9 residential units or part thereof |
| Not less than 160 square metres | One space for every 0.7 residential unit or part thereof |

- (II) where detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences is or are provided within the lot, at the following rates:

- (A) one space for each such house where its gross floor area is less than 160 square metres;
- (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and
- (C) two spaces for each such house where its gross floor area is not less than 220 square metres.

For the purpose of this sub-clause (a)(i), the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

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

- (I) the gross floor area in respect of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (7) (a)(iii) hereof; and

- (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings 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 is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (7)(a)(iii) 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:

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

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(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:

(I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of 5 spaces for every block of residential units; or

(II) at such other rates as may be approved by the Director.

For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (23) hereof) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(b) (i) Out of the spaces provided under sub-clause (a)(i)(I) (as may be varied under Special Condition No. (23) hereof) and (a)(iii) of this Special Condition, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as “the Parking Spaces for Disabled Persons”) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for Disabled Persons.

(ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Motor Cycle Parking Spaces”) at a rate of one space for every 100 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director. If the number of spaces to be provided under this sub-clause (c)(i) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (c)(i), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(ii) The Motor Cycle Parking Spaces (as may be varied under Special Condition No. (23) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) 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 car cleaning and beauty services.

(d) (i) Except for the Parking Spaces for Disabled Persons, each of the spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (23) hereof) and (a)(iii) of this Special Condition 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 Space for Disabled Persons shall be as the Building Authority may require and approve.

(iii) Each of the Motor Cycle Parking Spaces (as may be varied under Special Condition No. (23) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

(e) The Purchaser shall:

(i) on or before the 30th day of September 2024* or such other date as may be approved by the Director, at the Purchaser’s own expense, to such standards and design to the satisfaction of the Director of Electrical and Mechanical Services, and in all respects in compliance with the Buildings Ordinance and the Electricity Ordinance, any regulations made thereunder and any amending legislation:

(I) provide and install charging facilities for electric vehicles including, but not limited to, fixed electrical installations and installation of final circuits, in all the parking spaces provided in accordance with sub-clauses (a), (b) and (c) of this Special Condition (as may be varied under Special Condition No. (23) hereof); and

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- (II) provide and install electric vehicle medium chargers including the final circuits referred to in sub-clause (e)(i)(I) of this Special Condition in not less than 30% of the parking spaces provided in accordance with sub-clauses (a) and (b) of this Special Condition (as may be varied under Special Condition No. (23) hereof) with at least one electric vehicle medium charger for each of such parking spaces; and

*Note: According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 9 November 2020, the due date had been extended to 31 March 2025. According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 16 January 2023, the due date had been further extended to 30 September 2025.

- (ii) throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services upkeep, maintain, repair and manage the charging facilities for electric vehicles and electric vehicle medium chargers provided and installed under sub-clauses (e)(i)(I) and (e)(i)(II) of this Special Condition in good repair and operational condition.”

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

- “(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this sub-clause (a), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Clause No. (23) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.”

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

- “(a) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 30 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres or at such other rate as may be approved by the Director. For the purpose of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (23) hereof) shall be of such dimensions as may be approved in writing by the Director.”

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

- “(a) Notwithstanding Special Condition Nos. (20)(a)(i), (20)(c)(i), (21)(a) and (22) hereof, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.
- (b) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under Special Condition Nos. (20)(a)(i)(I) and (20)(c)(i) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent.”

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

- “(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:
 - (i) assigned except:
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings 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; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

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

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Purchaser may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Purchaser.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
- (d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons.”

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

“The spaces provided within the lot in accordance with Special Conditions Nos. (20)(a)(iii) and (21) (a) hereof (as may be varied under Special Conditions No. (23) hereof), the Parking Spaces for Disabled Persons and the spaces provided within the lot in accordance with Special Condition No. (22) hereof shall be designated as and form part of the Common Areas.”

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

“A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (20), (21) and (22) hereof (as may be respectively varied under Clause No. (23) hereof), or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (16)(c) hereof and a building mortgage under Special Condition No. (16)(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 such deposit. The parking, loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (20), (21) and (22) hereof. The Purchaser shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.”

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

“(a) Subject to sub-clause (b) of this Special Condition, the Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director.

(b) Prior to completion of the construction of the proposed roads shown and marked “Proposed Road D3” and “Proposed Road L12C” on the plan annexed hereto adjacent to the lot, the Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between such points as the Director shall specify. The decision of the Director as to when the construction of the said roads shall have been completed shall be final and binding on the Purchaser. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the construction of the said roads or otherwise and no claim whatsoever or otherwise shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(c) Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.”

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

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

28. Special Condition No. (30) 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 Purchaser under these Conditions, or for any other purpose, the Purchaser 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 Purchaser 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. (29) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser 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 Purchaser 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, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

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(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 Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser 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 Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.”

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

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

30. Special Condition No. (32) 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 Purchaser 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 Purchaser shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Purchaser shall on demand repay to the Government the cost thereof.”

31. Special Condition No. (33) 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 Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser shall indemnify and keep indemnified the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Purchaser, remove the waste from and make good any damage done to the Government properties and the Purchaser shall pay to the Government on demand the cost thereof.”

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

“The Purchaser 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 collectively referred to as **“the Works”**), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Yellow Areas, the Yellow Hatched Black Area or any part of any of them (hereinafter collectively referred to as **“the Services”**). The Purchaser 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 Purchaser 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 Purchaser 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, the Yellow Areas, the Yellow Hatched Black Area or any part of any of them 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 Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Yellow Areas, the Yellow Hatched Black Area or any part of any of them 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 Purchaser shall pay to the Government on demand the cost of such works.”

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

“(a) The Purchaser 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 Purchaser shall be solely liable for and shall indemnify and keep indemnified the Government and its officers from and against all actions, claims and demands arising out of 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 Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser 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 Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser 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 Purchaser 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 Purchaser shall pay to the Government on demand the cost of such works.”

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

- “(a) The Purchaser shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director, at the Purchaser’s own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as **“the SIA”**) on the development of the lot 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, and recommendations for mitigation measures, improvement works and other measures and works.
- (b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services.
- (c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.
- (d) No building works (other than the demolition and removal works referred to in Special Condition Nos. (1)(b) hereof, site formation works and 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 Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser’s obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of such cost, damage or loss.”

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

“Wherever in these Conditions it is provided that :

- (a) the Government or its duly authorized officers shall or may carry out works of any description on the lot or any part thereof or outside the lot (whether on behalf of the Purchaser or on the failure of the Purchaser to carry out such works or otherwise) at the cost of the Purchaser or that the Purchaser shall pay or repay to the Government or to its duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers; or

- (b) the prior approval or consent of the Government or its duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion.”

36. Special Condition No. (38)(c) of the Land Grant stipulates that:-

- “(c) Communal sky gardens and any other structure or floor space referred to in sub-clause (b)(i) of this Special Condition shall, if so required by the Director, be designated as and form part of the Common Areas.”

37. Special Condition No. (39) 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.”

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

- “The Purchaser shall, on or before the compliance with Special Condition No. (5) hereof, at his own expense obtain a Provisional Gold Rating or above for the building or buildings erected or to be erected on the lot from the Hong Kong Green Building Council or such other equivalent bodies as may be approved by the Director.”

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

- “(a) The Purchaser shall on or before the 30th day of September 2024* or such other date as may be approved by the Director, at the Purchaser’s own expense and in all respects to the satisfaction of the Water Authority:
- (i) submit or cause to be submitted to the Water Authority for its approval in writing a proposal for providing and installing automatic meter reading (hereinafter referred to as **“AMR”**) outstation or outstations on the lot or any part thereof which proposal shall contain, among others, such information and particulars as the Water Authority may require including but not limited to a layout plan showing the location of the AMR outstation or outstations to be provided and installed in accordance with sub-clause (a)(ii) of this Special Condition, the arrangement and the associated details of the AMR equipment for building up the AMR outstation or outstations, and the area or space designated for accommodating the AMR equipment; and

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(ii) provide and install the AMR outstation or outstations as approved by the Water Authority under sub-clause (a)(i) of this Special Condition (hereinafter referred to as "**the AMR Outstation(s)**") for all AMR meters including meters for fresh water supply for individual consumers, master meters or check meters for fresh water supply, flushing water supply and fire service supply and other additional meters for various water supplied as the Water Authority may at its sole discretion require or approve, which shall, for the avoidance of doubt, include:

- (I) the necessary cable conduits and cables;
- (II) AMR panel(s) in which the AMR equipment is installed; and
- (III) other facilities and associated equipment.

For the purpose of this Special Condition, the expression "consumer" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

*Note: According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 9 November 2020, the due date had been extended to 31 March 2025. According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 16 January 2023, the due date had been further extended to 30 September 2025.

- (b) The Purchaser shall not commence any works for providing and installing the AMR Outstation(s) until the proposal referred to in sub-clause (a)(i) of this Special Condition shall have been approved by the Water Authority.
- (c) The Purchaser shall throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (d) The Water Authority shall, at any time at its absolute discretion, have the right to serve upon the Purchaser a notice in writing requiring the Purchaser to demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser) prevent or disrupt the accommodation, operation and maintenance of the AMR Outstation(s). The Purchaser shall upon receipt of such written notice, at his own expense, demolish or remove the objects or materials and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.
- (e) In the event of non-fulfilment of any of the Purchaser's obligations under this Special Condition, the Water Authority may carry out the necessary works at the cost of the Purchaser who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Purchaser.

(f) The Purchaser shall, at all times throughout the term hereby agreed to be granted, permit the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority 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 or parts thereof and any building or buildings erected or to be erected thereon for the purposes of:

- (i) inspecting and checking any works to be carried out in accordance with sub-clauses (a)(ii), (c) and (d) of this Special Condition;
- (ii) carrying out any works in accordance with sub-clause (e) of this Special Condition; and
- (iii) inspecting, operating, maintaining, repairing, renewing, removing, replacing and redeveloping the AMR Outstation(s) after the AMR Outstation(s) shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(g) The Purchaser shall when called upon to do so by the Water Authority and within such time as may be specified by the Water Authority deliver the AMR Outstation(s) to the Water Authority without any payment or compensation provided always that the Water Authority shall be under no obligation to take possession of the AMR Outstation(s) at the request of the Purchaser but may do so as and when it in its absolute discretion sees fit.

(h) The Government, the Water Authority, its officers, contractors, agents, workmen and any persons authorized by the Water Authority shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clauses (a)(ii), (c), (d) and (f) of this Special Condition or the carrying out of the works under sub-clause (e) of this Special Condition or the exercise by the Government, the Water Authority, its officers, contractors, agents, workmen and any persons authorized by the Water Authority of any of the rights conferred under sub-clause (f) of this Special Condition, and no claim whatsoever shall be made against any of them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(i) The Purchaser shall at all times indemnify and keep indemnified the Government, the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority under sub-clause (h) of this Special Condition from and against all liabilities, losses, damages, expenses, claims, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under sub-clause (e) of this Special Condition.

(j) For the purpose of sub-clauses (a), (b), (c) and (g) of this Special Condition, the expression "Purchaser" shall exclude his assigns."

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

- “(a) The Purchaser shall within six calendar months from the date of this Agreement or such other date as may be approved by the Director, at the Purchaser’s own expense and in all respects to the satisfaction of the Director, submit or cause to be submitted to the Director for his approval in writing a noise impact assessment (hereinafter referred to as **“the NIA”**) on the development of the lot containing, among others, such information and particulars as the Director may require including but not limited to all adverse noise impacts as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works (hereinafter referred to as **“the Noise Mitigation Measures”**).
- (b) The Purchaser shall, at his own expense and within such time limit as may be stipulated by the Director, carry out and implement the Noise Mitigation Measures as contained in the NIA as approved by the Director under sub-clause (a) of this Special Condition (hereinafter referred to as **“the Approved Noise Mitigation Measures”**) in all respects to the satisfaction of the Director.
- (c) No building works (other than the demolition and removal works referred to in Special Condition Nos. (1)(b) hereof, site formation works and ground investigation) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.
- (d) For the avoidance of doubt and without prejudice to the generality of the General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser’s obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of any such cost, damage or loss.”

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

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

- (a) the Purchaser 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 Purchaser shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director, and if temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause (d), written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
- (e) the Noise Barrier shall not be used for any purpose other than noise barrier, and the Purchaser shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever except with the prior written consent of the Director;
- (f) subject to the prior written approval of the Director, the Purchaser and his contractors, workmen or any other persons authorized by the Purchaser 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 Purchaser 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, construction, repair, maintenance, alteration, use, demolition or removal of the Noise Barrier;
- (h) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Purchaser a written notice requiring the Purchaser to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Purchaser 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;
- (i) in the event of the non-fulfilment of any of the Purchaser’s obligations under this Special Condition, the Director may carry out the necessary works and the Purchaser shall pay to the Director on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser;
- (j) the Purchaser shall, at all times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (h) of this Special Condition and carrying out any works in accordance with sub-clause (i) of this Special Condition or any other works which the Director may consider necessary;

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

Notes:

1. The term “Director” means “the Director of Lands”, unless otherwise specified.
2. For full details, please refer to the Land Grant and a copy of the Land Grant is available for inspection at the sales office during its opening hours free of charge. A copy of the Land Grant is available upon request and payment of the necessary photocopying charges.

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1. 發展項目興建於新九龍內地段第6591號(「該地段」)。

2. 該地段乃根據日期為2018年12月18日的新九龍內地段第6591號的賣地協議及條件批出，並於土地註冊處登記為賣地條件第20332號(「批地文件」)，租期由2018年12月18日起計50年。

3. 批地文件一般條款第7條規定：

「(a) 買方須在整個租期期間按本文件對已建或重建建築物(該詞指本一般條款第(b)款預期的重建)：

(i) 按經批准的設計、配置、高度及任何經批准圖則保養一切建築物，不得對其作出修訂或更改；及

(ii) 保養按本文件已建或今後按任何修訂合同興建的一切建築物處於修繕妥當及良好的保養狀態直至租約結束或提前終止租約為止。

(b) 倘若在租期的任何時候清拆當時在該地段或其中任何部分上面的任何建築物，買方須興建相同類型和不少於其總樓面面積的品質良好的建築物或地政總署署長批准的類型及價值的建築物作為代替。如果進行上述清拆，買方須在上述清拆的一個曆月內向署長申請其同意進行重建該地段的建築工程。當收到上述同意後必須在三個曆月內開展重建工程及在署長規定的期限內完成，使署長滿意。」

4. 批地文件一般條款第9條規定：

「任何根據本文件要求而建造的私家街道、道路及巷道必須設置於署長滿意並可能由其決定位於批租範圍內或外的位置，並須在上述的任何一種情況下於署長要求時無償交還予政府。若該等私家街道、道路及巷道已交還予政府，其鋪設表面、建造路緣、渠道(包括污水及雨水渠)、排水渠及街燈將由政府進行，費用由買方承擔，而此後之保養則由公帑支付。若該等私家街道、道路及巷道保留為批租範圍之一部分，買方則須自費負責其照明、鋪設表面、建造路緣、渠道及排水渠及保養，以使署長全面滿意，署長亦可以公眾利益需要為由進行或使他人進行街燈的設置及保養。買方須承擔設置街燈的建設成本並准許工人及車輛以設置及保養街燈為目的免費進出批租範圍。」

5. 批地文件特別條款第(1)(b)條規定：

「買方承認，截至本協議簽訂之日，該地段、黃色範圍(按本文件特別條款第(2)(a)(i)條定義)及黃色間黑斜線範圍(按本文件特別條款第(2)(a)(i)條定義)上存在一些構築物和地基。買方承諾自費拆除和移走該地段、黃色範圍和黃色間黑斜線範圍上該等構築物和地基，在各方面使署長滿意。政府概不會就因上述構築物及地基的存在或隨後拆除或移走上述構築物及地基而對買方造成或遭受的任何損失、損害、滋擾或干擾承擔任何責任或法律責任。買方應就上述構築物和地基的存在以及隨後的拆除和移走直接或間接引起的所有責任、索賠、費用、要求、訴訟或其他程序彌償政府，並使其獲得彌償保障。就本特別條款而言，署長對是否以及何時完成拆除和移走該等構築物和地基的決定將作終論，並對買方具有約束力。」

6. 批地文件特別條款第(2)條規定：

「(a) (i) 買方應在2022年9月30日*或之前或署長批准的其他日期自費並在各方面令署長滿意的情況下，根據標示為「黃色範圍和黃色間黑斜線範圍的技術明細表」和「建築工程的技術明細表」的技術明細表(以下統稱為「技術明細表」)、根據本特別條款第(b)款所核准的圖則及園景總體規劃圖(按本文件特別條款第(4)(a)條定義)按照署長批准的材料、標準、水平、定線和設計在本文件所附平面圖上分別以黃色和黃色間黑斜線顯示的範圍(以下分別稱為「黃色範圍」和「黃色間黑斜線範圍」)內以良好的工藝鋪設、構建、架設、建造、提供和美化一條海濱長廊。買方應在黃色間黑斜線範圍內提供寬度為4.5米的一條公共行人通道作為專用步行區。為免存疑，黃色範圍不包括任何海堤。

(ii) 就本特別條款而言，署長對是否和何時已按本特別條款第(a)(i)款完成本特別條款第(a)(i)款所指的工程的決定將作終論，並對買方具有約束力。

*備註：根據地政總署九龍東區地政處於2020年11月9日發出的信函，該期限已延展至2023年3月31日。根據地政總署九龍東區地政處於2023年1月16日發出的信函，該期限已進一步延展至2023年9月30日。

(b) (i) 買方應自費提交或安排提交黃色範圍和黃色間黑斜線範圍的計劃，其中包括有關黃色範圍和黃色間黑斜線範圍的水平、位置、定線和設計的詳情和資訊以及署長可能要求的其他的詳情和資訊，以供署長書面批准。

(ii) 除非事先獲得署長書面批准，否則買方不得對黃色範圍和黃色間黑斜線範圍的批准圖則作出修訂、改變、更改、修改或替換。

(iii) 買方根據本特別條款第(b)(ii)款批准的任何修訂、改變、更改、修改或替換均應被視為已納入黃色範圍和黃色間黑斜線範圍的批准計劃中並構成其一部分。

(iv) 除非及直至本特別條款第(b)(i)款所提及的計劃已獲得署長批准，否則不得在黃色範圍和黃色間黑斜線範圍之上或之內展開任何建築工程(本文件特別條款第(1)(b)條所提述的拆卸及搬遷工程、地盤平整工程及地面勘察除外)。就本文件而言，「建築工程」、「地盤平整工程」及「地面勘察」應符合《建築物條例》、其任何附屬規例及任何修訂法例的定義。

(c) (i) 買方不得改變、拆除或損壞毗鄰黃色範圍的現有海堤，或進行任何可能改變、損壞或對海堤或其任何部分產生不利影響的工程。署長對任何工程是否會改變、損壞或對海堤產生不利影響的決定將作終論，並對買方具有約束力。

(ii) 海堤岸線及其後方10米範圍內的最大疊加荷載不得超過每平方米10千牛。

(iii) 距海堤岸線15米範圍內不得使用任何形式的撞擊式打樁。

(d) 買方應在完成本特別條款第(a)(i)款中提到的工程後，自費並在各方面令署長滿意的情況下，維護、管理、維修和保養黃色範圍和黃色間黑斜線範圍以及構成其一部分或附屬的所有事物均處於良好及實質性的維修狀態，直到根據本特別條款第(g)(iv)款將整個黃色範圍和黃色間黑斜線範圍的管有權重新交付給政府。

(e) 倘若買方未履行本特別條款第(a)(i)或(d)款規定的義務，政府可進行必要的工程，費用由買方承擔，買方應按要求向政府支付一筆相當於其費用的金額，該金額由署長決定，其決定將作終論，並對買方具有約束力。

Summary of land grant

批地文件的摘要

- (f) 對於無論是由於買方履行本特別條款第(a)(i) 或(d) 條的義務或政府根據本特別條款第(e) 款或其他條款行使權利所產生或附帶造成買方或任何其他人士蒙受的任何損失、損害、滋擾或干擾，政府概不承擔任何責任，買方不得就任何損失、損害、滋擾或干擾向政府提出任何索賠。
- (g) (i) 僅出於實施本特別條款第 (a)(i) 和 (d) 款中指定的工程的目的，買方應在署長致買方的信函中指定的日期，該日期不得晚於2020年3月31日，被授予對黃色範圍和黃色間黑斜線範圍的管有權。
- (ii) 對於延遲管有黃色範圍和黃色間黑斜線範圍使買方造成或蒙受的任何損害或損失，政府概不承擔任何責任或義務，買方不得就任何上述損壞或損失向政府提出索償。
- (iii) 買方應接受在獲得黃色範圍和黃色間黑斜線範圍的管有權之日黃色範圍和黃色間黑斜線範圍的現存狀態和條件及其樹木、建築物 and 地基，買方特此同意不得就此向政府提出任何索償。
- (iv) 買方應在 2022 年 9 月 30 日*或之前，或署長可能批准的其他日期按要求重新交還黃色範圍和黃色間黑斜線範圍或署長自行決定指定或要求的其任何部分給政府，在任何情況下於署長發出信函表明本文件已得到遵守且令其滿意的日期視為買方已重新交還給政府。

*備註：根據地政總署九龍東區地政處於2020年11月9日發出的信函，該期限已延展至2023年3月31日。根據地政總署九龍東區地政處於2023年1月16日發出的信函，該期限已進一步延展至2023年9月30日。

- (h) 未經署長事先書面同意，買方不得在黃色範圍和黃色間黑斜線範圍或其任何部分儲存或停放車輛或建造任何臨時構築物或用於除進行本特別條款第(a)(i) 和(d) 款中指定的工程以外的任何目的。
- (i) (i) 買方應在重新交還整個黃色範圍和黃色間黑斜線範圍的管有權之前的所有合理時間：
- (I) 允許政府、署長及其官員、承辦商和代理人及署長授權的任何人有權進出、通過、再通過、穿過該地段、黃色範圍和黃色間黑斜線範圍或其任何部分，旨在視察、檢查和監督按本特別條款第(a)(i) 和(d) 款進行的任何工程；進行、視察、檢查和監督監督本特別條款第(e) 款下的工程以及署長認為在黃色範圍和黃色間黑斜線範圍或其任何部分中必要的任何其他工程；
- (II) 允許政府、署長及其官員、承辦商和代理人以及署長授權的任何人士以及政府授權的相關公用事業公司有權進出、通過、再通過、穿過該地段、黃色範圍和黃色間黑斜線範圍或政府、署長或相關公用事業公司可要求其任何部分，旨在黃色範圍和黃色間黑斜線範圍或其任何部分或任何毗鄰土地之內、之上或之下進行任何工程，包括但不限於鋪設和其後保養所有管道、電線、管道、電纜管道和其他傳導媒介及必要的輔助設備，以便提供電話、電力、煤氣(如有)和其他旨在為該地段或任何毗鄰或鄰近土地或場所提供服務的服務設施。買方應與政府、署長及其官員、承辦商和代理人以及署長授權的任何人員和政府正式授權的相關公用事業公司就在黃色範圍和黃色間黑斜線範圍或其任何部分進行上述工程有關的所有事宜充分合作；及
- (III) 允許水務監督的官員和他們授權的其他人員有權進出、通過、再通過、穿過該地段、黃色範圍和黃色間黑斜線範圍或水務監督的官員和他們授權的其他人員可要求其任何部分，旨在黃色範圍和黃色間黑斜線範圍或其任何部分內進行任何其他水務設施的運作、保養、修理、更換及改動有關的任何工程。

- (ii) 政府、署長及其官員、承辦商和代理人以及根據本特別條款第 (i)(i) 款正式授權的任何個人或公用事業公司對於政府、署長及其官員、承辦商和代理人以及根據本特別條款第 (i)(i) 款正式授權的任何個人或公用事業公司行使權利而引起或附帶造成買方或任何人蒙受的任何損失、損害、滋擾或騷擾，概不承擔任何責任或義務。
- (j) 買方應對以下黃色範圍和黃色間黑斜線範圍以及構成其一部分或其附屬的所有事物的任何缺陷、失修、不完善、故障、過失或任何未完成工程(無論是在工藝、材料、設計或其他方面)以及黃色範圍和黃色間黑斜線範圍內所有樹木的健康問題，包括缺陷、雜亂或可能影響任何樹木、灌叢或其他植物健康的原因(以下簡稱「樹木健康問題」)產生或與之相關的所有索賠、費用、要求、收費、損害、訴訟和程序賠償政府，並確保其獲彌償保障：
- (i) 在買方重新交還黃色範圍和黃色間黑斜線範圍或其任何部分的管有權之日可能存在；及
- (ii) 在買方重新交還黃色範圍和黃色間黑斜線範圍或其任何部分管有權之日後 12 個日曆月內發生或可能出現(以下簡稱「黃色範圍和黃色間黑斜線範圍欠妥之處的保養責任期和植物安置期」)。
- (k) 當署長要求時，買方應自費並按署長指定的時間、標準和方式對在黃色範圍和黃色間黑斜線範圍欠妥之處的保養責任期和植物安置期內發生或可能出現黃色範圍和黃色間黑斜線範圍以及構成其一部分或其附屬的所有事物的任何缺陷、失修、不完善、故障、過失或任何未完成工程進行所有維護、維修、修改、重建和整頓以及任何補救和糾正所必要的其他工程。除上述規定外，買方應自費並按署長指定的時間、標準和方式對在買方重新交還黃色範圍和黃色間黑斜線範圍或其任何部分的管有權之日可能存在黃色範圍和黃色間黑斜線範圍以及構成其一部分或其附屬的所有事物的任何缺陷、失修、不完善、故障、過失或任何未完成工程進行補救和糾正工程。
- (l) 如果在買方重新交還黃色範圍和黃色間黑斜線範圍或其任何部分的管有權給政府之日可能存在的任何樹木健康問題，在黃色範圍和黃色間黑斜線範圍欠妥之處的保養責任期和植物安置期內黃色範圍和黃色間黑斜線範圍上種植或成長的任何樹木、灌叢或其他植物未達到署長滿意的狀態和狀況，若署長要求，買方須自費並按署長指定的時間、標準及方式，進行重新種植、景觀美化工程、樹木養護措施或任何其他措施，在所有方面令署長滿意。
- (m) 署長將在黃色範圍和黃色間黑斜線範圍欠妥之處的保養責任期和植物安置期屆滿前不久，安排對黃色範圍和黃色間黑斜線範圍以及構成其一部分或其附屬的所有事物進行檢查，以便識別任何明顯的缺陷、失修、不完善、故障、過失或任何未完成工程以及樹木健康問題。署長保留權利在黃色範圍和黃色間黑斜線範圍欠妥之處的保養責任期和植物安置期屆滿後 14 天內向買方送達一份或多份缺陷明細表，指明在黃色範圍和黃色間黑斜線範圍以及構成其一部分或其附屬的所有事物內明顯的缺陷、失修、不完善、故障、過失或任何未完成工程以及樹木健康問題，而買方應自費進行所有必要的工程和措施(包括本特別條款第 (l)款中提到的重新種植、景觀美化工程、樹木養護措施或任何其他措施)，按署長指定的時間、標準及方式完成補救和糾正工程。
- (n) 如果買方未能實施本特別條款第 (k) 和 (l) 款中提到的任何工程，則任何該等工程可由政府實施，經署長認證(其決定將作終論，並對買方具有約束力)政府為此產生的所有費用和開支應在要求時由買方支付。
- (o) 僅就本特別條款而言，「買方」一詞應排除其受讓人。

Summary of land grant

批地文件的摘要

7. 批地文件特別條款第(4)條規定：

- 「(a) 買方應根據本特別條款第(b)及(c)款規定自費向署長提交一份園景總體規劃圖，列明在黃色範圍和黃色間黑斜線範圍內提供景觀美化工程的位置、配置和佈局(以下簡稱「**景觀總體規劃圖**」)，以供其批准。除非景觀總體規劃圖已獲署長書面批准，並已根據本文件特別條款第(11)條就保存樹木的建議(如有需要)給予同意，否則不得在黃色範圍和黃色間黑斜線範圍內展開任何建築工程(本特別條款第(1)(b)款所提述的清拆及搬遷工程、地盤平整工程及地面勘察除外)。
- (b) 景觀總體規劃圖的比例應為 1:200 或更大，並應包含景觀美化建議的資訊，包括現有樹木普查和處理、場地配置和地層水平、建築開發的概念形式、園景建築及種植花木的示意圖以及署長可能要求的其他資訊。
- (c) 不少於25%的黃色範圍和黃色間黑斜線範圍應種植樹木、灌叢或其他植物。署長就買方提議的景觀美化工程構成本第(c)款所述25%的決定應作終論，並對買方具有約束力。署長可全權酌情接納買方提出取代種植樹木、灌叢或其他植物的其他非種植綠化特色。為免存疑，按本第(c)款提供的景觀美化工程不得構成本文件特別條件第(12)(b)條所提述的綠化區的一部分。
- (d) 買方應自費按照經批准的景觀總體規劃圖對黃色範圍和黃色間黑斜線範圍進行景觀美化，在所有方面使署長滿意，未經署長事先書面同意，不得對經批准的景觀總體規劃圖作出修訂、變更、更改、修改或替換。
- (e) 在不影響本文件特別條件第(2)(d)條的一般適用範圍下，買方應自費保持和維護景觀美化工程處於安全、清潔、整齊、整潔和健康狀態，在所有方面使署長滿意，直到根據本文件特別條件第2(g)(iv)條將整個黃色範圍和黃色間黑斜線範圍的管有權重新交還給政府為止。」

8. 批地文件特別條款第(5)條規定：

「買方須發展該地段，全面遵照本文件和於任何時間在香港生效的所有有關建築、衛生及規劃之一切法例、附例及規例，在該地段上建造一座或多座建築物，並於2024年9月30日*或之前竣工且可以入伙。」

*備註：根據地政總署九龍東區地政處於2020年11月9日發出的信函，該期限已延展至2025年3月31日。根據地政總署九龍東區地政處於2023年1月16日發出的信函，該期限已進一步延展至2025年9月30日。

9. 批地文件特別條款第(6)條規定：

「該地段或其任何部分或現已或將會建於該地段的任何建築物或任何建築物部分，除用作私人住宅外，不可用作任何其他用途。」

10. 批地文件特別條款第(7)(a)條規定：

- 「(a) 受制於本文件，在發展或重新發展(該詞僅指本文件一般條款第7條預期的重新發展)該地段或其任何部分時：
- (i) 任何於該地段上已建或擬建的建築物均須在所有方面符合《建築物條例》、其任何附屬規例及任何修訂法例；

- (ii) 不得在該地段或其任何部分或在本文件指明該地段範圍外的地方興建一座或多座建築物，或發展或使用該地段或其任何部分或在本文件指明該地段範圍外的地方，而未能在所有方面符合《城市規劃條例》、其任何附屬規例及任何修訂法例；
- (iii) 該地段上已建或擬建的任何一座或多座建築物的總樓面面積不少於32,037平方米和不多於53,394平方米；
- (iv) 該地段地面或以上已建或擬建的任何一座或多座建築物的總樓面面積不得超過該地段面積的 40% ；
- (v) 在該地段上已建或擬建的任何建築物或其他構築物的任何部分，連同該建築物或構築物的任何增建物或裝置(如有)，其總高度不得超過香港主水平基準面之上 95 米或署長可自行酌情批准買方在支付署長決定的任何地價和行政費後的其他高度限制，但是：
- (I) 在建築物天台搭建或安置的機房、空調機組、水箱、梯屋及類似屋頂構築物可超過上述高度限制，惟該屋頂構築物的設計、尺寸及佈局須使署長滿意；及
- (II) 署長在計算建築物或構築物的高度時，可全權酌情決定豁免本文件特別條款第 (38) (b)(i)(II) 條所述的任何構築物或樓面面積；
- (vi) (I) 未經署長的預先書面批准，在該地段上已建或擬建的任何一座建築物或建築物羣的任何正面外牆伸展長度不能超過60米或以上；及
- (II) 在本特別條款第(vi)(I)款中：
- (A) 署長對建築物定義作出的決定將作終論，並對買方具有約束力；
- (B) 若在該地段上已建或擬建的任何二座建築物之間的最短水平距離小於15米，該二座或以上建築物應視為建築物羣；
- (C) 署長對在該地段上已建或擬建的一座建築物或建築物羣的正面外牆伸展長度定義作出的決定將作終論，並對買方具有約束力；及
- (D) 在計算本特別條款第(vi)(I)款提及的正面外牆伸展長度時，應考慮任何二座建築物之間間隔，署長對其計算作出的決定將作終論，並對買方具有約束力；
- (vii) 該地段已建或擬建至少一座作私人住宅用途的建築物應符合下列要求：
- (I) 該等建築物的任何部分的總高度不得超過香港主水平基準面之上 35 米，但是：
- (A) 在建築物天台搭建或安置的機房、空調機組、水箱、梯屋及類似屋頂構築物可超過上述高度限制，惟該屋頂構築物的設計、尺寸及佈局須使署長滿意；及
- (B) 署長在計算建築物或構築物的高度時，可全權酌情決定豁免本文件特別條款第 (38) (b)(i)(II) 條所述的任何構築物或樓面面積；

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(II) 該一座或多座建築物(不包括地面以下的任何樓層或空間)不得少於六層且不得超過八層，但是署長可全權酌情在計算本第(a)(vii)(II)款所指的層數時豁免：

(A) 他信納興建或擬興建僅供任何升降機、空調或供暖系統或任何類似服務的機械或設備佔用的任何樓層或空間；及

(B) 本文件特別條款第(38)(b)(i)(II)條所述的任何構築物或樓面面積；

(III) 該地段上地面以上一座或多座建築物的總上蓋面積不得低於該地段面積的5%；及

(IV) 該一座或多座建築物應至少緊鄰黃色間黑斜線範圍A點和B點之間的邊界線總長度的17%，如所附平面圖所示和標記。

(viii) 除本特別條款第(a)(vii)款所述的建築物外，該地段地面或以上已建或擬建作私人住宅用途的任何一座或多座建築物的總上蓋面積不得超過該地段面積的25%；及

(ix) 在該地段上已建或擬建的任何一座或多座建築物的設計和佈局須經署長書面批准，未取得批准之前，不得在該地段展開任何建築工程(本文件特別條款第(1)(b)條所提述的拆卸及搬遷工程、地盤平整工程及地面勘察除外)。」

11. 批地文件特別條款第(8)條規定：

「(a) 除非獲得署長事先書面同意，否則不得在本文件附錄圖則上以粉紅色間黑斜線顯示該地段的地面或以上部分(以下簡稱「粉紅色間黑斜線範圍」)豎立或建造任何建築物、構築物、任何建築物或構築物的支撐物或伸展物)，但下述者除外：

(i) 邊界牆或柵欄或兩者，但該等邊界牆或柵欄或兩者的豎立或建造須在各方面令署長滿意，以使鄰近步行街或海濱長廊一般地層水平面以上一米處沿水平面每延米的視覺及物理孔隙率不得少於50%；及

(ii) 景觀美化、街道設施及行人設施。

(b) 就本特別條款而言，署長對什麼構成本特別條款第(a)款所指粉紅色間黑斜線範圍的地面高度，什麼構成本特別條款第(a)(i)款所指鄰近步行街或海濱長廊一般地層水平面，什麼構成本特別條款第(a)(ii)款所指景觀美化、街道設施和行人設施應作終論，並對買方具有約束力。」

12. 批地文件特別條款第(10)條規定：

「(a) 經署長書面批准，買方可在該地段內搭建、建築及提供康樂設施及其輔助設施(以下簡稱「設施」)。設施的類型、面積、設計、高度及佈局亦須經署長的預先書面批准。

(b) 在計算本文件特別條款第(7)(a)(iii)條指定的總樓面面積時，除了本文件特別條款第(38)(d)條規定外，按本特別條款第(a)款在該地段內提供的設施之任何部分，只要是供在該地段已建或擬建的住宅大廈的住戶和他們的真正訪客共同使用與享用就不列入上述計算，而該設施的餘下部分若署長認為不屬於上述使用，則應列入計算。

(c) 倘若設施任何部分被豁免列入計算本特別條款第(b)款的總樓面面積(以下簡稱「豁免設施」)：

(i) 豁免設施須指定為並構成本文件特別條款第(17)(a)(v)款提及的公用地方；

(ii) 買方須自費保養豁免設施處於修繕妥當的狀態並操作豁免設施，使署長滿意；及

(iii) 豁免設施僅供該地段上已建或擬建的住宅大廈的住戶和他們的真正訪客使用，並非其他人士使用。」

13. 批地文件特別條款第(11)條規定：

「未經署長事先書面同意，不得移除或干擾該地段或其附近生長的任何樹木，署長在給予同意時可以施加他認為適當的移植、補償性景觀美化或重新種植等條件。」

14. 批地文件特別條款第(12)條規定：

「(a) 買方須自費向署長提交一份園景設計圖(以下簡稱「該地段的園景設計圖」)，表明擬遵照本特別條款第(b)款規定在該地段內提供園景工程的位置、規劃及佈局以取得其批准。

(b) (i) 該地段須有不少於30%面積種植樹木、灌叢或其他植物。

(ii) 本特別條款第(b)(i)款所載的30%面積中，須有不少於66% (以下簡稱「綠化範圍」)設於署長全權酌情決定的位置或樓層，以確保綠化範圍在行人視線之內或可供進入該地段的任何人士或人等通行。

(iii) 在不影響本特別條款第(b)(ii)款之規定下，綠化範圍或其中部分應劃入粉紅色間黑斜線範圍內並設在本文件附錄的圖則上顯示並標明B點和C點之間從該地段邊界起3米內的位置。

(iv) 該地段上已建或擬建的建築物的平台中須有不少於20%構成本特別條款第(b)(i)款所載的30%的一部分。

(v) 署長對買方提議的景觀美化工程是否構成本特別條款第(b)(i)款所述的30%，哪個區域構成本特別條款第(b)(iv)款所述任何建築物的平台，是否已遵守本特別條款第(b)(ii)款有關綠化範圍的規定作出的決定將作終論，並對買方具有約束力。

(vi) 署長可全權酌情接納買方提出取代種植樹木、灌叢或其他植物的其他非種植綠化特色。。

(c) 買方須按照經批准的園景設計圖，自費在該地段進行景觀美化工程，全面使署長滿意，如非事前獲署長書面同意，不得對經批准的園景設計圖作任何修改、更改、改動、改變或取代。

(d) 買方此後須自費維護景觀美化工程，而且使其處於安全、清潔、整齊、整齊和健康的狀態，全面使署長滿意。

(e) 根據本特別條款進行景觀美化的區域應被指定為本特別條款第(17)(a)(v)款中提及的公用地方並構成其一部分。」

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15. 批地文件特別條款第(13)條規定：

「(a) 可以在該地段內為看守人或管理員或兩者提供辦公場所，但須符合以下條件：

- (i) 署長認為該等設施對該地段上已建或擬建的建築物的安全、保安和良好管理至關重要；
- (ii) 上述場所不能用作該地段內長期聘用和必要時聘用的看守人或管理員或兩者的辦公場所以外的任何用途；及
- (iii) 任何上述場所的地點應先得到署長的書面批准。

就本(a)款而言，任何辦公場所不能設在該地段內擬定或採用作為單一家庭作住所的建築物內。署長對建築物構成或擬定或採用作為單一家庭作住所用途的決定將作終論，並對買方具有約束力。

- (b) (i) 為了計算本文件特別條款第(7)(a)(iii)條規定的總樓面面積，除本文件特別條款第(38)(d)條規定外，在該地段內按本特別條款第(a)款提供的辦公場所不超過以下第(I)或(II)條，以較少者為準，不列入計算：

(I) 該地段已建或擬建的建築物的總樓面面積之0.2%；

(II) 在該地段已建或擬建建築物每50個住宅單位或其中部分5平方米或該地段已建或擬建的每座住宅單位大廈5平方米，以上述場所的較大樓面面積為準，署長對住宅單位的定義作出的決定將作終論，並對買方具有約束力。

任何超過上述第(I)或(II)項中較小者的總樓面面積應納入計算。

- (ii) 在計算本特別條款第(b)(i)(I)款提及在該地段上已建或擬建的建築物的總樓面面積時，按本文件豁免計算該地段已建或擬建建築物總樓面面積亦不列入計算該樓面面積。署長對此作出的決定將作終論，並對買方具有約束力。

- (c) 在本特別條款第(b)款中，擬作為單一家庭作住所的獨立屋、半獨立屋或排屋不能視為住宅單位大廈。署長對獨立屋、半獨立屋或排屋的定義和該房屋是否作為單一家庭作住所的決定將作終論，並對買方具有約束力。

- (d) 按本特別條款第(a)款在該地段內提供的辦公場所須指定為並構成本文件特別條款第(17)(a)(v)條提及的公用地方。」

16. 批地文件特別條款第(14)條規定：

「(a) 可以在該地段內為看守人或管理員或兩者提供宿舍，但須符合以下條件：

- (i) 上述宿舍須設在該地段已建一座住宅單位大廈或署長書面批准的其他位置；及
- (ii) 上述宿舍不能用作該地段內長期聘用和必要時聘用的看守人或管理員或兩者的宿舍所以外的任何用途。

在本第(a)款中，任何宿舍不能設在該地段內擬定或採用作為單一家庭作住所的建築物內。署長對建築物是否作為單一家庭作住所的決定將作終論，並對買方具有約束力。

- (b) 在計算本文件特別條款第(7)(a)(iii)條規定的總樓面面積時，按本特別條款第(a)款在該地段內提供的宿舍若不超過25平方米總樓面面積則不列入計算；而超過25平方米總樓面面積則應列入上述計算。

- (c) 按本特別條款第(a)款在該地段內提供的看守人或管理員或兩者的宿舍須指定為並構成本文件特別條款第(17)(a)(v)條提及的公用地方。

17. 批地文件特別條款第(15)條規定：

「(a) 可以在該地段內提供一個辦事處供業主立法團/業主委員會使用，但是

- (i) 上述辦事處不能用作已成立或擬成立有關該地段和該地段上已建或擬建建築物的業主立法團或業主委員會開會和行政工作以外的任何用途；及

- (ii) 上述辦事處的位置須預先經署長書面批准。

- (b) 在計算本文件特別條款第(7)(a)(iii)條規定的總樓面面積時，除本文件特別條款第(38)(d)條規定外，按本特別條款第(a)款在該地段內提供的辦事處若不超過20平方米則不列入計算；而超過20平方米總樓面面積則應列入上述計算。

- (c) 按本特別條款第(a)款在該地段內提供的辦事處須指定為並構成本文件特別條款第(17)(a)(v)條提及的公用地方。」

18. 批地文件特別條款第(19)條規定：

「買方不得分割(無論是通過轉讓或其他處置或任何其他方式)該地段或其任何部分。」

19. 批地文件特別條款第(20)條規定：

- (a) (i) 必須按下列比例在該地段內提供署長滿意的停車位，供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，屬於該地段上已建或擬建的建築物之住戶和他們的真正來賓、訪客或被邀請使用者的車輛(以下簡稱「住宅停車位」)：

- (I) 在該地段內提供住宅單位大廈(擬供單一家庭作住所的獨立屋、半獨立屋或排屋除外)時，須按以下表格列明該地段已建或擬建的住宅單位各自面積計算的比例計算，除非署長同意不同於下列表格的比例或數目：

| 每個住宅單位的面積 | 擬提供的住宅停車位數目 |
|---------------------|---------------------|
| 少於40平方米 | 每16.7個住宅單位或其部分一個停車位 |
| 不少於40平方米，但少於70平方米 | 每9.5個住宅單位或其部分一個停車位 |
| 不少於70平方米，但少於100平方米 | 每3.2個住宅單位或其部分一個停車位 |
| 不少於100平方米，但少於130平方米 | 每1.2個住宅單位或其部分一個停車位 |
| 不少於130平方米，但少於160平方米 | 每0.9個住宅單位或其部分一個停車位 |
| 不少於160平方米 | 每0.7個住宅單位或其部分一個停車位 |

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(II) 如果在該地段內提供獨立屋、半獨立屋或排屋擬作為單一家庭作住所，按以下比例：

- (A) 每棟房屋總樓面面積少於160平方米一個停車位；
- (B) 每棟房屋總樓面面積不少於160平方米，但少於220平方米1.5個停車位，但是如果根據本(a)(i)(II)(B)款提供的停車位數量為小數，則四捨五入取其整數；及
- (C) 每棟房屋總樓面面積不少於220平方米2個停車位。

在本(a)(i)款中，署長對獨立屋、半獨立屋或排屋的定義和該等房屋是否或擬供一個單一家庭作住所的決定將作終論，並對買方具有約束力。

(ii) 在本特別條款第(a)(i)(I)款中，按本特別條款第(a)(i)(I)款擬提供的住宅停車位總數應是根據本特別條款第(a)(i)(I)款的表格列明每個住宅單位的面積計算各個住宅停車位數目的總數。就本文件而言，「每個住宅單位面積」一詞在總樓面面積方面指以下第(I)及(II)的總數：

- (I) 該單位住戶獨家使用與享用的住宅單位總樓面面積，須從該單位的圍牆或護牆外面測量，除了分隔2個連接單位的圍牆，在該種情況下，須從該等牆壁的中心點測量並包括該單位內的內部分隔牆及支柱，但是為免存疑，不包括該單位內沒有列入計算批地文件特別條款第(7)(a)(iii)條規定的總樓面面積的所有樓面面積；及
- (II) 與每個住宅單位成比例的住宅公用地方(按下文界定)的總樓面面積，在計算該面積時，在住宅單位圍牆外面供該地段已建或擬建發展項目的住宅部分的所有住戶共同使用與享用的住宅公用地方的總樓面面積，為免存疑，不包括沒有列入計算批地文件特別條款第(7)(a)(iii)條指定的有關總樓面面積(該住宅公用地方以下簡稱「住宅公用地方」)的所有樓面面積，在計算時須按下列公式分攤給住宅單位：

$$\text{住宅公用地方的總樓面面積} \times \frac{\text{按本特別條款第(a)(ii)(I)款計算有關住宅單位的總樓面面積}}{\text{按本特別條款第(a)(ii)(I)款計算所有住宅單位的總樓面面積}}$$

(iii) 按以下比例在該地段提供額外的停車位以供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，屬於該地段上已建或擬建作住宅用途的建築物之住戶的真正來賓、訪客或被邀請使用者的車輛，使署長滿意，惟在該地段內至少須提供2個該等停車位：

- (I) 如果該地段上已建或擬建的住宅單位大廈有超過 75 個住宅單位，則每座住宅單位大廈5 個停車位之比例；或
- (II) 署長批准的其他比例。

在本第(a)(iii)款中，擬供一個單一家庭作住所的獨立屋、半獨立屋或排屋不應被視為住宅單位大廈。署長對獨立屋、半獨立屋或排屋的定義和該等房屋是否或擬供一個單一家庭作住所的決定將作終論，並對買方具有約束力。

(iv) 按本特別條款第(a)(i)款(可按本文件特別條款第(23)條進行調整)和(a)(iii)款提供的停車位不得用作其指定以外的任何用途，及特別是上述停車位不得用作汽車存放、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。

(b) (i) 按本特別條款第(a)(i)(I)款(可按批地文件特別條款第(23)條作出調整)和第(a)(iii)款提供的停車位中，買方須按建築事務監督要求及批准保留與指定停車位數目，供《道路交通條例》、其任何附屬規例及任何修訂法例界定的傷殘人士停泊車輛(以上保留與指定的停車位以下簡稱「傷殘人士停車位」)，但是必須在按本特別條款第(a)(iii)款提供的停車位中保留與指定至少一個停車位，買方不能保留或指定按本特別條款第(a)(iii)款提供的全部停車位作為傷殘人士停車位。

(ii) 傷殘人士停車位不得用作《道路交通條例》、其任何附屬規例及任何修訂法例界定的傷殘人士停泊屬於該地段上已建或擬建的建築物之住戶和他們的真正來賓、訪客或被邀請使用者的車輛以外的任何用途，及特別是上述停車位不得用作汽車存放、陳列或展示或作汽車出售或其他用途或提供汽車清潔及美容服務。

(c) (i) 買方必須按該地段上已建或擬建的一座或多座建築物每100個住宅單位或其中部分一個停車位之比例或署長可批准的其他比例在該地段內提供署長滿意的停車位，供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，屬於該地段上已建或擬建建築物之住戶和他們的真正來賓、訪客或被邀請使用者的電單車(以下簡稱「電單車停車位」)。如果按本特別條款第(c)(i)款提供的停車位數目是小數，則四捨五入取其整數。在本特別條款第(c)(i)款中，擬供一個單一家庭作住所的獨立屋、半獨立屋或排屋不應被視為住宅單位。署長對獨立屋、半獨立屋或排屋的定義和該等房屋是否或擬供一個單一家庭作住所的決定將作終論，並對買方具有約束力。

(ii) 電單車停車位(可按本文件特別條款第(23)條進行調整)不得用作本特別條款第(c)(i)款指定以外的任何用途，及特別是上述停車位不得用作汽車存放、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。

(d) (i) 除傷殘人士停車位外，按本特別條款第(a)(i)款(可按批地文件特別條款第(23)條作出調整)和本特別條款第(a)(iii)款提供的每個停車位的面積必須為2.5米闊及5.0米長，最低淨空高度為2.4米。

(ii) 每個傷殘人士停車位的面積應為建築事務監督可要求及批准的面積。

(iii) 每個電單車停車位的面積(可按批地文件特別條款第(23)條作出調整)必須為1.0米闊及2.4米長，最低淨空高度為2.4米或署長可批准的其他最低淨空高度。

(e) 買方必須：

(i) 在2024年9月30日*或之前或署長可能批准的其他日期，由買方自費，以符合機電工程署署長滿意的標準和設計，並在所有方面遵守《建築物條例》和《電力條例》、其任何附屬規例及任何修訂法例下：

(I) 在根據本特別條款第(a)、(b)及(c)款(可按批地文件特別條款第(23)條作出調整)提供的所有停車位內提供和安裝電動車充電設施，包括但不限於固定電力裝置和最終電路裝置；及

(II) 在根據本特別條款第(a)和(b)款(可按批地文件特別條款第(23)條作出調整)提供的停車位中不少於 30% 的停車位提供和安裝電動車中速充電器，包括但不限於本特別條款第(e)(i)(I)款所指的最終電路；及

*備註：根據地政總署九龍東區地政處於2020年11月9日發出的信函，該期限已延展至2025年3月31日。根據地政總署九龍東區地政處於2023年1月16日發出的信函，該期限已進一步延展至2025年9月30日。

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- (ii) 在本文件同意批租的整個期限內，由買方自行承擔費用並在所有方面令機電工程署署長滿意的情況下維護、保養、維修和管理按本特別條款第(e)(i)(I) 和 (e)(i)(II) 款提供和安裝的電動車充電設施和電動車中速充電器處於良好的維修和操作狀態。」

20. 批地文件特別條款第(21)條規定：

- 「(a) 按該地段已建或擬建的一座或多座建築物每800個住宅單位或其中部分一個上落貨停車位之比例或署長可批准的其他比例在該地段內提供署長滿意的上落貨停車位，惟在該地段已建或擬建的每座住宅單位大廈須至少有一個上落貨停車位，供貨車上落貨之用，該上落貨停車位須設在每座住宅單位大廈 緊鄰或之內。在本第(a)款中，擬供一個單一家庭作住所的獨立屋、半獨立屋或排屋不應被視為住宅單位大廈。署長對獨立屋、半獨立屋或排屋的定義和該等房屋是否或擬供一個單一家庭作住所的決定將作終論，並對買方具有約束力。
- (b) 按本特別條款第(a)款提供的每個上落貨停車位(可按批地文件特別條款第(23)條作出調整)必須為3.5米闊及11.0米長，最低淨空高度為4.7米。該等上落貨停車位不能用作該地段已建或擬建的一座或多座建築物有關的貨車裝卸以外的任何用途。」

21. 批地文件特別條款第(22)條規定：

- 「(a) 買方必須按每30個住宅單位(每個住宅單位總樓面面積少於70平方米)或其中部分一個停車位之比例或署長同意的其他比例在該地段內提供署長滿意的停車位，供停泊屬於該地段上已建或擬建的建築物的住宅單位之住戶和他們的真正來賓、訪客或被邀請使用者的單車。在本條款中，擬供一個單一家庭作住所的獨立屋、半獨立屋或排屋不應被視為住宅單位。署長對獨立屋、半獨立屋或排屋的定義和該等房屋是否或擬供一個單一家庭作住所的決定將作終論，並對買方具有約束力。
- (b) 根據本特別條款第 (a) 款提供的每個停車位(可按本文件特別條款第(23)條進行調整)的面積應由署長書面批准。」

22. 批地文件特別條款第(23)條規定：

- 「(a) 即使本文件特別條款第(20)(a)(i)、(20)(c)(i)、(21)(a)和(22) 條有規定，買方可以增加或減少該等特別條款要求提供的有關停車位數量不超過5%，惟因此增加或減少的停車位總數不能超過50。
- (b) 除了本特別條款第(a)款規定外，買方可以(不考慮按本特別條款第(a)款計算的停車位)增加或減少本文件特別條款第(20)(a)(i)(I)款和第(20)(c)(i)款要求提供的有關停車位數量不超過5%。」

23. 批地文件特別條款第(25)條規定：

- 「(a) 即使已遵守與履行本文件使署長滿意，住宅停車位及住宅電單車停車位不能：
 - (i) 轉讓，除非
 - (I) 連同賦予專屬權使用與管有該地段已建或擬建的一座或多座建築物之一個或多個住宅單位的不分割份數一併轉讓；或
 - (II) 承讓人現時已擁有具專屬權使用與管有該地段已建或擬建的一座或多座建築物之一個或多個住宅單位的不分割份數；或

- (ii) 分租(租予該地段已建或擬建的一座或多座建築物內之住宅單位的住客除外)。

於任何情況下，不可轉讓多過總共三個住宅停車位及電單車停車位予該地段已建或擬建的一座或多座建築物內之任何一個住宅單位的業主或分租予任何一個住宅單位的住客。

- (b) 即使本特別條款第(a)款規定，經署長的事先書面同意，買方可以轉讓所有住宅停車位及住宅電單車停車位整體僅給買方全資擁有的附屬公司。
- (c) 本特別條款第(a)款不適用於轉讓、分租、按揭或抵押整個地段。
- (d) 本特別條款第(a) 和(b)款不適用於傷殘人士停車位。」

24. 批地文件特別條款第(26)條規定：

「該地段內根據本文件特別條款第(20)(a)(iii)和(21)(a)條提供的停車位(可按批地文件特別條款第(23)條作出調整)、傷殘人士停車位和根據本文件特別條款第(22) 條提供的停車位應被指定為並構成公用地方的一部分。」

25. 批地文件特別條款第(27)條規定：

「經署長批准顯示根據批地文件特別條款第(20)、(21)及(22)條(可按批地文件特別條款第(23)條作出調整)在該地段內提供的所有泊車、裝卸用停車位的佈局的圖則，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)核證的該圖則副本須遞交署長備存。任何影響該地段或其任何部分或任何建築物或任何已建或擬建在該地段的建築物的任何部分的交易(租賃協議或租契或本文件特別條款第(16)(c)條規定的相關租賃或出租協議及本文件特別條款第(16)(d)條規定的建築物按揭或署長可批准的其他相關交易除外)，均不得在該等存放前訂立。上述經批准圖則上列明的泊車、裝卸用停車位不得用於本文件特別條款第(20)、(21) 及(22)條分別列明之外的用途。買方應根據上述經批准圖則對泊車、裝卸用停車位及其他停車位，包括但不限於升降機、升降台、機動區及通道進行維護，除非事先得到署長的書面同意，否則不得更改其佈局。除上述經批准圖則列明的停車位外，該地段任何部分或其上的任何建築物或構築物不得用作泊車用途。」

26. 批地文件特別條款第(28)條規定：

- 「(a) 受制於本特別條款第 (b) 款的規定，除了本文件附錄的圖則上所示和標記的 X 點和 Y 點之間的 Z 點以外或署長書面批准的其他地點外，買方無權使用機動車輛出入、通過及再通過該地段。
- (b) 在該地段旁邊於本文件附錄的圖則上所示並標有「Proposed Road D3」和「Proposed Road L12C」的擬建道路建造完成之前，買方無權使用機動車輛出入、通過及再通過該地段，但署長指明的地點除外。署長對於上述道路建造何時完成的決定將作終論，並對買方具有約束力。對於上述道路的建造或其他原因引起或附帶發生造成買方或任何其他他人所蒙受的任何損失、損害、滋擾或干擾，政府概不承擔任何責任或法律責任，買方不得應就任何上述損失、損壞、滋擾或干擾向政府提出或以其他方式提出任何索償。
- (c) 在發展或重新發展該地段時，可在署長允許的位置按署長規定的條件建造一條臨時通道供施工車輛進入該地段。當完成發展或重新發展該地段後，買方應自費在署長指定的期限內並在各方面令署長滿意的情況下恢復建造臨時通道的區域。」

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27. 批地文件特別條款第(29)條規定：

「未經署長事先書面批准，買方不能削土、移走或退縮該地段毗鄰或毗連的政府土地或在任何政府土地上進行任何類型的堆積、堆填或任何斜坡處理工程，署長可以自行酌情給予同意，施加他認為合適的條款及條件，包括按他可決定的地價授予額外的政府土地作為該地段的延伸段。」

28. 批地文件特別條款第(30)條規定：

「(a) 如果任何土地需要或已經被削土、排除或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長事先書面同意，亦不論是在該土地內或任何政府土地內，旨在構建、平整或發展該地段或其中任何部分或買方按本文件需要進行的任何其他工程或作任何其他用途，買方須自費進行與修建該等斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或今後成為必要的其他工程，以便保護與支撐該地段和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。買方須在批地文件授予的租期期間自費保養該土地、斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或其他工程處於修繕妥當的狀態，使署長滿意。」

(b) 本特別條款(a)款不能影響本文件，特別是本文件特別條款第(29)條下的政府權利。

(c) 倘若因為任何構建、平整、發展或買方進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地，買方須自費進行修復或彌補，使署長滿意並對因上述塌方、山泥傾瀉或地陷直接或間接令政府、他的代理人及承辦商承受、遭受或產生的一切責任、索償、損失、損害、開支、訴訟、費用、要求、法律及司法程序向政府作出彌償，並確保其獲彌償保障。

(d) 除了本文件規定對違反本文件的任何其他權利或濟助外，署長有權發出書面通知要求買方進行、修建及保養該土地、斜坡處理工程、護土牆或其他支撐物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果買方不理會或未能在通知指定的時期內執行該通知要求，使署長滿意，署長可立即執行與進行任何必要工程。買方須在要求時歸還政府因此產生的費用連同任何行政費或專業費用及開支。」

29. 批地文件特別條款第(31)條規定：

「未經署長事先書面批准，不准在該地段使用碎石機。」

30. 批地文件特別條款第(32)條規定：

「如果在發展或重新發展該地段或其中任何部分時已安裝預應力地錨，買方須在預應力地錨的服務年限期間定期保養與檢查預應力地錨，使署長滿意並在署長不時自行酌情要求時提供上述檢驗工程的報告和資料給署長。如果買方不理會或未能進行上述檢驗工程，署長可立即執行與進行上述檢驗工程。買方須在要求時歸還政府因此產生的費用。」

31. 批地文件特別條款第(33)條規定：

「(a) 倘若從該地段或發展該地段所影響的其他範圍腐蝕、沖洗或棄置泥土、廢土、廢料、建築廢料或建材(以下簡稱「廢料」)到公共行人徑、道路或路渠、前濱、海床、污水渠、雨水渠、排水渠或溝渠或其他政府物業(以下簡稱「政府物業」)，買方須自費清理該等廢料並修復對政府物業造成的損壞。買方須對上述腐蝕、沖洗或棄置造成私人物業的任何損壞或滋擾及引致的一切訴訟、索償及要求對政府作出彌償。」

(b) 即使本特別條款第(a)款規定，署長可以(但沒有責任)應買方要求清理上述廢料和修復對政府物業造成的損壞。買方須在要求時向政府支付因此產生的費用。」

32. 批地文件特別條款第(34)條規定：

「買方須在任何時候，特別是在進行任何建築、保養、翻新或維修工程(以下簡稱「工程」)期間，採取或促使他人採取一切適當及充分的關注、技巧及預防措施，避免對該地段、黃色範圍、黃色間黑斜線範圍或其中部分之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水喉、道路、行人路、行人徑、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(下文統稱為「服務」)造成任何損壞。買方在進行上述任何工程之前須進行或促使他人進行適當的勘測及必要的了解，確定任何服務的現況及程度，並提交處理任何服務一切方面的書面建議給署長，供他審批，但必須在取得署長對上述工程及建議作出的書面批准後才能進行該等工程。買方須履行署長對服務的任何要求和承擔符合該等要求支出的費用，包括改道、重鋪或修復的費用。買方必須自費在一切方面維修、彌補及修復以任何方式進行上述工程對該土地黃色範圍、黃色間黑斜線範圍或其中任何部分或該等服務造成的任何損壞、干擾或阻塞(除了明渠、污水渠、雨水渠、排水渠或總水喉須由署長負責修復，除非他另作選擇，買方須在要求時向政府支付該等工程的費用)，使署長滿意。如果買方未能對該土地、黃色範圍、黃色間黑斜線範圍或其中任何部分或該等服務進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，買方須在要求時向政府支付該等工程的費用。」

33. 批地文件特別條款第(35)條規定：

「(a) 買方須自費建造與保養該地段邊界內或署長認為必要的政府土地內的排水渠及渠道，使署長滿意，以便截斷與引導落在或流入該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠。買方須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。」

(b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建及試用)的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對買方負責。買方須在要求時向政府支付上述連接工程的費用，或者該等連接工程可以按署長滿意的方式由買方自費進行。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由買方自費保養，直至要求時由買方移交給政府，由政府出資負責今後的保養。買方須在要求時向政府支付有關上述連接工程的技術檢查之費用。若買方未能保養上述連接工程的任何一段，署長可進行該等工程，買方須在要求時向政府支付該等工程的費用。」

34. 批地文件特別條款第(36)條規定：

「(a) 買方須在本協議之日起的六個曆月或署長可批准的其他期限內自費提交或安排他人提交一份排污影響評估(以下簡稱「排污影響評估」)給環境保護署署長作書面審批，在一切方面使環境保護署署長滿意。該評估除了其他事項外，還須載有環境保護署署長可要求的資料及詳情，包括但不限於發展該地段可能產生的一切不利的排污影響和實施緩解措施、改善工程及其他措施及工程的建議。」

(b) 買方應自費在環境保護署署長規定的期限內，進行和執行環境保護署署長批准排污影響評估內載有的排污影響的建議，在一切方面使環境保護署署長和渠務署署長滿意。」

(c) 排污影響評估的技術工作須由以土木工程為專業學科的香港工程師學會會員或特許土木工程師負責。」

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(d) 在環境保護署署長書面批准排污影響評估之前，不得在該地段或其任何部分上進行建築工程(本文件特別條款第 (1)(b) 條所述的拆除及搬遷工程以及土地平整工程除外)。

(e) 為免存疑和在不影響本文件一般條款第5條的一般適用範圍下，買方特此明文承認及同意他須獨自負責自費實施環境保護署署長批准的排污影響評估的建議，在一切方面使環境保護署署長和渠務署署長滿意。政府對買方或任何其他人士因買方履行或未履行本特別條款或其他條件下直接或間接引起或附帶的任何損失、損害、滋擾或干擾，概不負責或承擔任何責任或義務。買方不得就任何此類損失、損壞、滋擾或干擾向政府提出任何索償。」

35. 批地文件特別條款第(37)條規定：

「本文件中凡規定：

(a) 政府或其正式授權官員應當或可以在該地段或其任何部分或該地段外進行任何類型的工程 (無論是代表買方進行或倘買方未能進行而需要進行或其他情況)，由買方承擔費用，或買方應在要求向政府或其正式授權官員支付或償還上述工程的費用，該費用應包括政府或政府正式授權的官員可能確定的監督費用和經費；或

(b) 當需要政府或其正式授權官員的事先批准或同意時，他們可以全權酌情按照他們認為合適的條款和條件給予或拒絕批准或同意。」

36. 批地文件特別條款第(38)(c)條規定：

「(c) 如果署長提出要求，本特別條款第 (b)(i) 款中提到的公用空中花園和任何其他構築物或地面空間應指定為並構成公用地方的一部分。」

37. 批地文件特別條款第(39)條規定：

「不准在該地段搭建或製作墳墓或骨灰龕，亦不准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。」

38. 批地文件特別條款第(40)條規定：

「買方應在實施本文件特別條款第(5)條時或之前，自費為該地段上已建或擬建的建築物向香港綠色建築議會有限公司或署長可能批准的其他同等機構取得臨時綠建環評金級或以上評級。」

39. 批地文件特別條款第(41)條規定：

「(a) 買方應在 2024 年 9 月 30 日*或之前或署長批准的其他日期，自費並在各方面令水務監督滿意的情況下：

(i) 向水務監督提交或安排提交一份在該地段或其任何部分提供和安裝自動讀錶系統(以下簡稱「**自動讀錶系統**」)分站的書面建議，以供其批准，該建議應包含，除其他之外，水務監督可能要求的資訊和詳情，包括但不限於顯示根據本特別條款第(a)(ii) 款提供和安裝的自動讀錶系統分站位置的佈局圖，用於建立一個或多個自動讀錶系統分站的自動讀錶系統設備的佈置和相關細節，以及指定用於容納自動讀錶系統設備的區域或空間；及

(ii) 提供和安裝水務監督根據本特別條款第(a)(ii) 款為所有自動讀錶系統儀錶批准的一個或多個自動讀錶系統分站(以下簡稱「**自動讀錶系統分站**」)，包括個人消費者的食水供應計量錶、食水供應、沖廁水供應及消防水供應的主錶或檢查錶以及水務監督全權酌情要求或批准的各種供水的其他附加錶，為免存疑，該等儀錶包括：

(I) 必要的電纜導管及電纜；

(II) 安裝自動讀錶系統設備的自動讀錶系統面板；及

(III) 其他設施及配套設備。

就本特別條款而言，「消費者」一詞應按照《水務設施條例》、其任何附屬規例及任何修訂法例的定義。

*備註：根據地政總署九龍東區地政處於2020年11月9日發出的信函，該期限已延展至2025年3月31日。根據地政總署九龍東區地政處於2023年1月16日發出的信函，該期限已進一步延展至2025年9月30日。

(b) 在水務監督以書面形式批准根據本特別條款第(a)(i) 款所述的自動讀錶系統分站建議之前，不得在該地段開始提供或安裝自動讀錶系統分站工程。

(c) 買方應在本文件同意批租的整個期限內自費並在各方面令水務監督滿意的情況下，保養、維護、修理和管理自動讀錶系統分站處於良好維修和運行狀態直至根據本特別條款第(g)款將其交付給水務監督。

(d) 水務監督有權隨時全權酌情向買方送達書面通知，要求買方拆除或移走放置在指定用於安置自動讀錶系統分站的區域或空間上面、之上或下面、或堆放在上面或下面的物體或材料，以及水務監督認為(水務監督的意見將作終論，並對買方具有約束力)妨礙或干擾自動讀錶系統分站的安置、運行和維護的物體或材料。買方應在收到該書面通知後，自費拆除或移走該等物體或材料，並在該書面通知規定的期限內恢復和修復受拆除或移走影響的區域或空間，在所有方面令水務監督的滿意。

(e) 如果買方未履行本特別條款下的義務，水務監督可進行必要的工程，費用由買方承擔，買方應按要求向水務監督支付相當於此類工程成本的款項，該款項由水務監督確定，其確定將作終論，並對買方具有約束力。

(f) 買方須在本文件同意批租的整個期限內始終允許水務監督、其官員、承辦商、代理人、他們的工人以及水務監督授權的任何人士有權帶上或不帶工具、設備、機械、機器或機動車輛自由和不受限制進出和通過該地段或其任何部分以及在其上已建或擬建的任何建築物，旨在：

(i) 視查、檢查和監督根據本特別條款第(a)(ii)、(c) 和 (d) 款要求進行的任何工程；

(ii) 根據本特別條款第(e) 款進行任何工程；及

(iii) 在根據本特別條款第(g)款交付自動讀錶系統分站給水務監督後，視查、操作、維護、修理、更新、拆除、更換和重新設置自動讀錶系統分站。

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- (g) 當水務監督要求時，買方應在水務監督指定的時間內將自動讀錶系統分站交付給水務監督，無需支付任何費用或補償，但是水務監督始終沒有義務應買方的要求收回有自動讀錶系統分站，只在其絕對酌情權認為合適時收回。
- (h) 政府、水務監督、其官員、承辦商、代理人、工人和水務監督授權的任何人，對於買方因履行本特別條款第(a)(ii)、(c)、(d) 和(f)款規定的買方義務或進行特別條款第(e)款規定的工程或政府、水務監督、其官員、承辦商、代理人、工人和水務監督授權的任何人行使本特別條款第(f)款授予的任何權利產生或附帶發生給買方造成或蒙受的任何損失、損害、滋擾或乾擾，概不承擔任何責任，買方不得就任何上述損失、損壞、滋擾或干擾向他們其中任何一方提出任何索償。
- (i) 買方須對提供、安裝、操作、維護和修理自動讀錶系統分站或行使本特別條款第(h)款規定的任何權利直接或間接產生的一切責任、損失、損害、開支、訴訟、費用、要求、法律及司法程序向政府、水務監督、其官員、承辦商、代理人、工人和水務監督按特別條款第(e)款授權的任何人作出彌償，並確保其獲彌償保障。
- (j) 就本特別條款第 (a)、(b)、(c) 及 (g) 款而言，「買方」一詞應排除其受讓人。」

40. 批地文件特別條款第(42)條規定：

- 「(a) 買方須在本協議之日起的六個曆月或署長可批准的其他期限內自費提交或安排他人提交一份發展該地段的噪音影響評估(以下簡稱「**噪音影響評估**」)給署長作書面審批，在一切方面使署長滿意。該評估除了其他事項外，還須載有署長可要求的資料，包括但不限於發展該地段可能產生的一切不利的噪音影響和建議採取噪音緩解措施、改善工程及其他措施及工程(以下簡稱「**噪音緩解措施**」)。」
- (b) 買方應自費在署長規定的期限內，進行和執行署長根據本特別條款第 (a) 款批准噪音影響評估內載有的噪音緩解措施(以下簡稱「**經批准的噪音緩解措施**」)，在一切方面使署長滿意。
- (c) 在署長書面批准噪音影響評估之前，不得在該地段或其任何部分上進行建築工程(本文件特別條款第 (1) (b) 條所述的拆除及搬遷工程、地盤平整工程及地面勘察除外)。
- (d) 為免存疑和在不影響本批地文件一般條款第5條的一般適用範圍下，買方特此明文承認及同意他須獨自負責自費實施經批准的噪音緩解措施，在一切方面使署長滿意。政府及其官員對買方履行或未履行本特別條款或其他條件下直接或間接引起或附帶的任何損失、損害、費用，概不負責或承擔任何責任或義務或法律責任。買方不得就任何此類損失、損壞、費用向政府及其官員提出任何索償。」

41. 批地文件特別條款第(43)條規定：

「倘若經批准的噪音緩解措施包括在該地段上搭建或建造伸展超出該地段的邊界和在毗鄰政府土地任何部分之上及上方的隔音屏障(以下簡稱「**隔音屏障**」)，下列條件適用：

- (a) 買方須按建築事務監督批准的圖則自費設計、搭建及建造隔音屏障，在一切方面符合《建築物條例》、其任何附屬規例及任何修訂法例的定義；
- (b) 不得在毗鄰該地段的任何政府土地之上、之上或之下建立隔音屏障的地基或支撐物；
- (c) 未經署長的事先書面批准，不能在隔音屏障或其中任何部分之處或之上作出或固定任何更改、增建、更換或連接；

- (d) 買方須在任何時候自費維護、保養及維修隔音屏障或(如果署長批准)進行更換，使之保持修葺良好堅固狀態，在一切方面使署長滿意。如果按本(d)款進行任何工程需要臨時封閉交通或改道，必須在取得運輸署署長對臨時交通安排的書面同意後才能展開任何工程；
- (e) 隔音屏障只能用作隔音屏障之用途。未經署長的事先書面同意，買方不能使用或容許或允許他人使用隔音屏障或其中任何部分張貼廣告或展示任何標誌、通告或海報；
- (f) 經署長事先書面批准，買方及其承辦商、代理人、工人和買方授權的任何人士可帶上或不帶工具、設備、機械、機器或機動車輛進入毗鄰該地段的政府土地，旨在根據本特別條款對伸展入政府土地的隔音屏障的一個或多個部分進行安裝、建造、檢查、修理、保養、清潔、更新和更換；
- (g) 買方須在任何時候採取必要的預防措施，防止因為安裝、建造、修理、保養、更改、使用、拆除和更換隔音屏障而對該地段毗鄰的政府土地和隔音屏障或進入或使用該地段毗鄰的政府土地和隔音屏障的任何人士或車輛造成任何損害或損傷；
- (h) 署長有權在任何時候自行酌情向買方發出一封書面通知，要求買方在通知日起的六個曆月內拆除與移走伸展到政府土地上面的隔音屏障部分，不能作出任何更換。收到該書面通知後，買方須在上述書面通知指定的期間內自費拆除與移走上述隔音屏障部分，在一切方面使署長滿意；
- (i) 倘若買方未能履行本特別條款所定的責任，政府可進行必要的工程，費用由買方承擔。買方應按要求向政府支付相當於此類工程成本的款項，該金額由署長決定，其決定將作終論，並對買方具有約束力；
- (j) 買方須在任何時候，允許政府、署長及其官員、承辦商、代理人、工人和署長授權的任何人士有權帶上或不帶工具、設備、機械、機器或機動車輛自由和不受限制地進出和通過該地段或其任何部分及該地段上已建或擬建的任何建築物，旨在視查、檢查和監督根據本特別條款第(a)、(d) 和 (h) 款進行的任何工程和根據本特別條款 (i) 款進行任何工程或署長認為需要的任何其他工程；
- (k) 政府或署長對買方履行本特別條款下的義務或根據本特別條款第(j) 款進行的工程直接或間接或附帶造成買方或任何其他人士蒙受的任何損失、損害、滋擾或干擾概不負責。買方無權就有關損失、損害、滋擾或干擾向政府或署長或署長授權的官員要求索償或對上述任何損失、損害、滋擾或干擾要求補償；及
- (l) 買方須對安裝、建造、存在、檢查、修理、維護、清潔、更新、更換、改造、使用、拆除或移走隔音屏障或根據本特別條款第(i) 款進行的工程直接或間接造成的所有責任、損失、損害、索賠、開支、費用、收費、要求、訴訟及程序賠償政府、署長、其官員和工人以及署長授權的任何其他人員作出彌償，並確保其獲彌償保障。」

備註：

1. 除另有指明外，「署長」一詞指「地政總署署長」。
2. 請參閱批地文件以了解全部詳情。該批地文件可在售樓處的工作時間內免費查閱並在要求與支付必要的影印費後索取其副本。

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A. DESCRIPTION OF FACILITIES THAT ARE REQUIRED UNDER THE LAND GRANT TO BE CONSTRUCTED AND PROVIDED FOR THE GOVERNMENT, OR FOR PUBLIC USE

1. (i) The promenade within the Yellow Areas and the Yellow Hatched Black Area as referred to in Special Condition No. (2) of the Land Grant; (ii) a public pedestrian access within the Yellow Hatched Black Area as a dedicated pedestrian zone; and (iii) the AMR Outstation(s) as referred to in Special Condition No. (8) of the Land Grant.
2. The general public has the right to use those facilities mentioned in item (ii) above in accordance with the land grant.
3. Provisions of the land grant that concern those facilities are set out below.
4. Special Condition No. (1)(b) of the Land Grant stipulates that:-

“The Purchaser acknowledges that as at the date of this Agreement, there are some structures and foundations existing on the lot, the Yellow Areas (as defined in Special Condition No. (2)(a) (i) hereof) and the Yellow Hatched Black Area (as defined in Special Condition No. 2(a)(i) hereof). The Purchaser undertakes to demolish and remove at his own expense and in all respects to the satisfaction of the Director the said structures and foundations from the lot, the Yellow Areas and the Yellow Hatched Black Area. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Purchaser by reason of the presence of the said structures and foundations or subsequent demolition or removal of the said structures and foundations. The Purchaser shall indemnify and keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and subsequent demolition and removal of the said structures and foundations. For the purpose of this Special Condition, the decision of the Director as to whether and when the demolition and removal of the said structures and foundations have been completed shall be final and binding on the Purchaser.”

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

“(a) (i) The Purchaser shall on or before the 30th day of September 2022* or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, lay, form, erect, construct, provide and landscape a promenade within the areas shown coloured yellow and yellow hatched black on the plan annexed hereto respectively (hereinafter referred to as **"the Yellow Areas"** and **"the Yellow Hatched Black Area"** respectively) in a good workmanlike manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in accordance with the Technical Schedules marked "Technical Schedule for the Yellow Areas and the Yellow Hatched Black Area" and "Technical Schedule for the Building Works" annexed hereto (hereinafter collectively referred to as **"the Technical Schedules"**), the plans approved under sub-clause (b) of this Special Condition and the Landscape Master Plan (as defined in Special Condition No. (4)(a) hereof). The Purchaser shall provide a public pedestrian access with a width of 4.5 metres within the Yellow Hatched Black Area as a dedicated pedestrian zone. For the avoidance of doubt, the Yellow Areas do not include any seawall.

- (ii) For the purpose of this Special Condition, the decision of the Director as to whether and when the works referred to in sub-clause (a)(i) of this Special Condition have been completed in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding on the Purchaser.

*Note: According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 9 November 2020, the due date had been extended to 31 March 2023. According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 16 January 2023, the due date had been further extended to 30 September 2023.

- (b) (i) The Purchaser shall at his own expense submit or cause to be submitted to the Director for his written approval the plans of the Yellow Areas and the Yellow Hatched Black Area, which shall include details and information as to the level, position, alignment and design of the Yellow Areas and the Yellow Hatched Black Area and such other details and information as the Director may require.
- (ii) No amendment, variation, alteration, modification or substitution to the approved plans of the Yellow Areas and the Yellow Hatched Black Area shall be made by the Purchaser except with the prior written approval of the Director.
- (iii) Any amendment, variation, alteration, modification or substitution by the Purchaser as approved by the Director under sub-clause (b)(ii) of this Special Condition shall be deemed to be incorporated into the approved plans of the Yellow Areas and the Yellow Hatched Black Area and form part thereof.
- (iv) No building works (other than the demolition and removal works referred to in Special Condition No. (1)(b) hereof, site formation works and ground investigation) shall be commenced on or within the Yellow Areas and the Yellow Hatched Black Area unless and until the plans referred to in sub-clause (b)(i) of this Special Condition shall have been approved by the Director. For the purpose of these Conditions, “building works”, “site formation works” and “ground investigation” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (c) (i) The Purchaser shall not alter, demolish or damage the existing seawall adjoining the Yellow Areas or carry out any works which may alter, damage or adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will alter, damage or adversely affect the seawall shall be final and binding on the Purchaser.
- (ii) The maximum superimposed load within 10 metres from and behind the copeline of the seawall shall not exceed 10 kilonewtons per square metre.
- (iii) No form of percussive piling shall be used within 15 metres from the copeline of the seawall.

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- (d) The Purchaser shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion of or pertaining to any of them in good and substantial repair and condition until such time as possession of the whole of the Yellow Areas and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with sub-clause (g)(iv) of this Special Condition.
- (e) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a)(i) or (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding on the Purchaser.
- (f) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (a)(i) or (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (g) (i) For the purpose only of carrying out the works specified in sub-clauses (a)(i) and (d) of this Special Condition, the Purchaser shall be granted possession of the Yellow Areas and the Yellow Hatched Black Area on a date to be specified in a letter from the Director to the Purchaser, such date to be not later than the 31st day of March 2020.
- (ii) The Government shall have no responsibility or liability in respect of any damage or loss whatsoever caused to or suffered by the Purchaser arising out of the deferred possession of the Yellow Areas and the Yellow Hatched Black Area and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such damage or loss.
- (iii) The Purchaser shall accept the Yellow Areas and the Yellow Hatched Black Area in such state and condition and with such trees, structures and foundations as existing on the date on which possession of the Yellow Areas and the Yellow Hatched Black Area is given to the Purchaser, and hereby agrees not to make any claims whatsoever against the Government in respect thereof.
- (iv) The Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof as the Director may at his sole discretion specify or require shall be re-delivered by the Purchaser to the Government on demand on or before the 30th September 2022* or such other date as may be approved by the Director and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (h) The Purchaser shall not without the prior written consent of the Director use the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof for the purpose of storage or parking of vehicles or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clauses (a)(i) and (d) of this Special Condition.
- (i) (i) The Purchaser shall at all reasonable time prior to the re-delivery of the possession of the whole of the Yellow Areas and the Yellow Hatched Black Area:
- (I) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof for the purpose of inspecting, checking, and supervising any works to be carried out in compliance with sub-clauses (a)(i) and (d) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition and any other works which the Director may consider necessary in the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof;
- (II) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof as the Government, the Director or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof 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, and the Purchaser shall co-operate fully with the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, 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 Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof; 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, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof 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 Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof.

*Note: According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 9 November 2020, the due date had been extended to 31 March 2023. According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 16 January 2023, the due date had been further extended to 30 September 2023.

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- (ii) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (i)(i) of this Special Condition shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (i)(i) of this Special Condition.
 - (j) The Purchaser shall indemnify and keep indemnified the Government against all claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising 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) on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto and all trees' health problems, including defects, disorders, factors or causes which may affect the health of any trees, shrubs or other plants in the Yellow Areas and the Yellow Hatched Black Area (which trees' health problems are hereinafter referred to as **"Trees' Health Problems"**):
 - (i) which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof; and
 - (ii) which shall occur or become apparent within a period of 12 calendar months after the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof (hereinafter referred to as **"the Defects Liability and Plant Establishment Period of the Yellow Areas and the Yellow Hatched Black Area"**).
 - (k) Whenever required by the Director, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, 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 on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto which shall occur or become apparent within the Defects Liability and Plant Establishment Period of the Yellow Areas and the Yellow Hatched Black Area. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof by the Purchaser.
 - (l) In the event that due to any Trees' Health Problems which may exist at the date(s) of re-delivery of possession of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof by the Purchaser to the Government, any trees, shrubs or other plants within the Yellow Areas and the Yellow Hatched Black Area have not grown or developed within the Defects Liability and Plant Establishment Period of the Yellow Areas and the Yellow Hatched Black Area to a state and condition to the satisfaction of the Director, the Purchaser shall, if so required by the Director, at his own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out replanting, landscaping works, tree maintenance measures or any other measures in all respects to the satisfaction of the Director.
 - (m) The Director will, shortly before the expiry of the Defects Liability and Plant Establishment Period of the Yellow Areas and the Yellow Hatched Black Area, cause an inspection to be carried out in respect of the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works and any Trees' Health Problems which may be evident. The Director reserves the right to serve upon the Purchaser within 14 days after the expiry of the Defects Liability and Plant Establishment Period of the Yellow Areas and the Yellow Hatched Black Area, a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works and any Trees' Health Problems which may be evident within the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto and the Purchaser shall at his own expense cause all necessary works and measures to be carried out (including replanting, landscaping works, tree maintenance measures and any other measures specified in sub-clause (l) of this Special Condition) 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.
 - (n) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (k) and (l) of this Special Condition, then any such works may be carried out by the Government and all costs and charges incurred in connection therewith by the Government as certified by the Director (whose decision shall be final and binding on the Purchaser) shall on demand be paid by the Purchaser.
 - (o) For the purpose of this Special Condition only, the expression "Purchaser" shall exclude his assigns."
6. Special Condition No. (3) of the Land Grant stipulates that:-
- "(a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedules as he shall in his absolute discretion deem fit.
 - (b) No amendment, variation, alteration, modification or substitution to the Technical Schedules shall be made by the Purchaser 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 Purchaser as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedules and form part thereof.
 - (d) If in the opinion of the Director (whose opinion shall be final and binding on the Purchaser) there exists any conflict between the provisions of the Technical Schedules and these Conditions, these Conditions shall prevail."

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

- “(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the Yellow Areas and the Yellow Hatched Black Area (hereinafter referred to as **“Landscape Master Plan”**) in compliance with the requirements stipulated in sub-clauses (b) and (c) of this Special Condition. No building works (other than the demolition and removal works referred to in Special Condition No. (1)(b) hereof, site formation works and ground investigation) shall be commenced on the Yellow Areas and the Yellow Hatched Black Area until the Landscape Master Plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of tree under Special Condition No. (11) hereof.
- (b) The Landscape Master Plan shall be at a scale of 1:200 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director may require.
- (c) Not less than 25% of the Yellow Areas and the Yellow Hatched Black Area shall be planted with trees, shrubs or other plants. The decision of the Director on which landscaping works proposed by the Purchaser constitutes that said 25% referred to in this sub-clause (c) shall be final and binding on the Purchaser. The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants. For the avoidance of doubt, the landscaping works provided under this sub-clause (c) shall not form part of the Greenery Area referred to in Special Condition No. (12)(b) hereof.
- (d) The Purchaser shall at his own expense landscape the Yellow Areas and the Yellow Hatched Black Area in accordance with the approved Landscape Master Plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved Landscape Master Plan shall be made without the prior written consent of the Director.
- (e) Without prejudice to the generality of Special Condition No. (2)(d) hereof, the Purchaser shall at his own expense keep and maintain the landscaping works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director until such time as possession of the whole of the Yellow Areas and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with Special Condition No. (2)(g)(iv) hereof.”

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

“The Purchaser 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 collectively referred to as **“the Works”**), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Yellow Areas, the Yellow Hatched Black Area or any part of any of them (hereinafter collectively referred to as **“the Services”**). The Purchaser 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 Purchaser 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 Purchaser 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, the Yellow Areas, the Yellow Hatched Black Area or any part of any of them 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 Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Yellow Areas, the Yellow Hatched Black Area or any part of any of them 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 Purchaser shall pay to the Government on demand the cost of such works.”

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

“(a) The Purchaser shall on or before the 30th day of September 2024* or such other date as may be approved by the Director, at the Purchaser’s own expense and in all respects to the satisfaction of the Water Authority:

- (i) submit or cause to be submitted to the Water Authority for its approval in writing a proposal for providing and installing automatic meter reading (hereinafter referred to as **“AMR”**) outstation or outstations on the lot or any part thereof which proposal shall contain, among others, such information and particulars as the Water Authority may require including but not limited to a layout plan showing the location of the AMR outstation or outstations to be provided and installed in accordance with sub-clause (a)(ii) of this Special Condition, the arrangement and the associated details of the AMR equipment for building up the AMR outstation or outstations, and the area or space designated for accommodating the AMR equipment; and
- (ii) provide and install the AMR outstation or outstations as approved by the Water Authority under sub-clause (a)(i) of this Special Condition (hereinafter referred to as **“the AMR Outstation(s)”**) for all AMR meters including meters for fresh water supply for individual consumers, master meters or check meters for fresh water supply, flushing water supply and fire service supply and other additional meters for various water supplied as the Water Authority may at its sole discretion require or approve, which shall, for the avoidance of doubt, include:

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- (I) the necessary cable conduits and cables;
- (II) AMR panel(s) in which the AMR equipment is installed; and
- (III) other facilities and associated equipment.

For the purpose of this Special Condition, the expression “consumer” shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

*Note: According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 9 November 2020, the due date had been extended to 31 March 2025. According to a letter from the District Lands Office / Kowloon East of the Lands Department dated 16 January 2023, the due date had been further extended to 30 September 2025.

- (b) The Purchaser shall not commence any works for providing and installing the AMR Outstation(s) until the proposal referred to in sub-clause (a)(i) of this Special Condition shall have been approved by the Water Authority.
- (c) The Purchaser shall throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (d) The Water Authority shall, at any time at its absolute discretion, have the right to serve upon the Purchaser a notice in writing requiring the Purchaser to demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser) prevent or disrupt the accommodation, operation and maintenance of the AMR Outstation(s). The Purchaser shall upon receipt of such written notice, at his own expense, demolish or remove the objects or materials and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.
- (e) In the event of non-fulfilment of any of the Purchaser's obligations under this Special Condition, the Water Authority may carry out the necessary works at the cost of the Purchaser who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Purchaser.
- (f) The Purchaser shall, at all times throughout the term hereby agreed to be granted, permit the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority 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 or parts thereof and any building or buildings erected or to be erected thereon for the purposes of:
 - (i) inspecting and checking any works to be carried out in accordance with sub-clauses (a) (ii), (c) and (d) of this Special Condition;
 - (ii) carrying out any works in accordance with sub-clause (e) of this Special Condition; and
 - (iii) inspecting, operating, maintaining, repairing, renewing, removing, replacing and redeveloping the AMR Outstation(s) after the AMR Outstation(s) shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (g) The Purchaser shall when called upon to do so by the Water Authority and within such time as may be specified by the Water Authority deliver the AMR Outstation(s) to the Water Authority without any payment or compensation provided always that the Water Authority shall be under no obligation to take possession of the AMR Outstation(s) at the request of the Purchaser but may do so as and when it in its absolute discretion sees fit.
- (h) The Government, the Water Authority, its officers, contractors, agents, workmen and any persons authorized by the Water Authority shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clauses (a) (ii), (c), (d) and (f) of this Special Condition or the carrying out of the works under sub-clause (e) of this Special Condition or the exercise by the Government, the Water Authority, its officers, contractors, agents, workmen and any persons authorized by the Water Authority of any of the rights conferred under sub-clause (f) of this Special Condition, and no claim whatsoever shall be made against any of them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (i) The Purchaser shall at all times indemnify and keep indemnified the Government, the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority under sub-clause (h) of this Special Condition from and against all liabilities, losses, damages, expenses, claims, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under sub-clause (e) of this Special Condition.
- (j) For the purpose of sub-clauses (a), (b), (c) and (g) of this Special Condition, the expression "Purchaser" shall exclude his assigns."

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B. DESCRIPTION OF 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.

1. Provisions of the land grant that concern those facilities are set out in paragraph A above.

C. SIZE OF OPEN SPACE THAT IS REQUIRED UNDER THE LAND GRANT TO BE MANAGED, OPERATED OR MAINTAINED FOR PUBLIC USE AT THE EXPENSE OF THE OWNERS OF THE RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

Not applicable.

D. DESCRIPTION OF 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. PROVISIONS OF EVERY DEED OF MUTUAL COVENANT IN RESPECT OF THE SPECIFIED RESIDENTIAL PROPERTY THAT CONCERN THE FACILITIES MENTIONED IN PARAGRAPHS A AND B AND OPEN SPACES MENTIONED IN PARAGRAPH C (IF ANY) AND THOSE PARTS OF THE LAND MENTIONED IN PARAGRAPH D (IF ANY)

Unless otherwise defined, capitalised terms below have the meaning given to them under the Deed of Mutual Covenant and Management Agreement (“DMC”) of the Development.

1. Clause 1.1 of the DMC stipulates that :-

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

“AMR Outstation” means the AMR Outstation as defined in Special Condition No.(41)(a)(ii) of the Government Grant. For the avoidance of doubt, the AMR Outstation is as at the date of this Deed located within the Development Common Areas and Facilities, which is for the purpose of identification shown coloured Orange and marked “AUTOMATIC METER READING OUTSTATION” on the DMC Plan (DWG No. DMC-LP-02). The AMR Outstation shall be delivered to the Water Authority in accordance with Special Condition No. (41)(g) of the Government Grant. For the avoidance of doubt, such AMR Outstation does not form part of the Development Common Areas and Facilities;

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

- (a) (i) such parts of the Development which are intended for common use and benefit of the Development including but not limited to the external walls (excluding those external walls forming part of the Residential Common Areas and Facilities), the emergency vehicular access, passages, entrances, walkways, stairways, landings, platforms, boundary fence walls, lobbies, the space for the loading and unloading of refuse collection vehicles, service areas, driveways, roadways and pavements, ramps, drainage connection, electrical meter rooms, extra low voltage rooms, emergency generator rooms, fire control centre, fire services water tank and pump rooms, fan rooms, fuel tank rooms, smoke vent, air duct shafts, low voltage switch room, low voltage switch rooms, switch rooms, master meter room, pipe ducts for underground utilities lead-in, refuse storage & material recovery chamber, sewage sump pump system, sewage sump pits, rainwater sump pump system, rainwater sump pits, pipe ducts, sprinkler water tank and pump rooms, street fire hydrant water tank and pump room, guard room, caretaker’s office, telecommunication broadcasting equipment rooms, gas control compartment, Transformer Room Facilities, cable duct, extra low voltage ducts, electrical vehicle rooms, water meter cabinet, water tank and pump room, planters and such of the drains, channels, water mains, sewers, wires, cables and other facilities whether ducted or otherwise 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, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, 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 (but for the avoidance of doubt, excluding the AMR Outstation);
- (ii) to the extent not specifically provided in sub-paragraph (i) above, such other parts of the Land and the Development :-
 - (A) covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance; and/or
 - (B) fall within the categories as specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance;

which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Orange on the DMC Plans (DWG Nos. DMC-LP-01, DMC-LP-02, DMC-LP-03 and DMC-LP-04); and

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- (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Development Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s) or any other deed(s)

but excluding:-

- (i) the High-Rise Common Areas and Facilities, the Low-Rise Common Areas and Facilities, the Residential Common Areas and Facilities and the Car Park Common Areas and Facilities; and
- (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belong to any particular Owner and such facilities within the Development serving only any particular Owner;

“Yellow Areas” means “the Yellow Areas” as referred to in Special Condition No. (2)(a)(i) of the Government Grant;

“Yellow Hatched Black Area” means “the Yellow Hatched Black Area” as referred to in Special Condition No. (2)(a)(i) of the Government Grant.”

2. Clause 2.5(h) of the DMC stipulates that :-

- “(ii) Pursuant to Special Condition No. (41)(c) of the Government Grant, the First Owner (excluding its assigns) shall at his own expense upkeep, maintain, repair and manage the AMR Outstation in good repair and operational condition in all respects to the satisfaction of the Water Authority.
- (iii) Pursuant to Special Condition No. (41)(g) of the Government Grant, the First Owner shall when called upon to do so by the Water Authority and within such time as may be specified by the Water Authority deliver the AMR Outstation to the Water Authority without any payment or compensation.
- (iv) The Owners shall:-
- (A) permit the Water Authority and its officers, contractors, agents and workmen and any persons authorized by the Water Authority 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 Land or any part or parts thereof and the Development for carrying out the works more particularly referred to in Special Condition No. (41)(f) of the Government Grant; and
- (B) indemnify and keep indemnified the Government, the Water Authority and its officers, contractors, agents and workmen and any persons authorized by the Water Authority under Special Condition No. (41)(h) of the Government Grant from and against all liabilities, losses, damages, expenses, claims, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation or in connection with the works under Special Condition No. (41)(e) of the Government Grant.

- (v) Pursuant to Special Condition No. (2)(a)(i) of the Government Grant, the First Owner (excluding its assigns) shall at his own expense lay, form, erect, construct, provide and landscape a promenade within the Yellow Areas and the Yellow Hatched Black Area in a good workmanlike manner in accordance with the Government Grant. The First Owner shall provide a public pedestrian access with a width of 4.5 metres within the Yellow Hatched Black Area as a dedicated pedestrian zone.

- (vi) Pursuant to Special Condition No. (2)(d) of the Government Grant, the First Owner (excluding its assigns) shall at his own expense uphold, manage, repair and maintain the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion of or pertaining to any of them (until such time as possession of the Yellow Areas and the Yellow Hatched Black Area have been re-delivered to the Government in accordance with the Government Grant) so that the same are upheld, managed, repaired and maintained in good and substantial repair and condition at all times and in compliance with the Government Grant and for this purpose to employ reputable and competent contractors and workmen at its own expense. ”

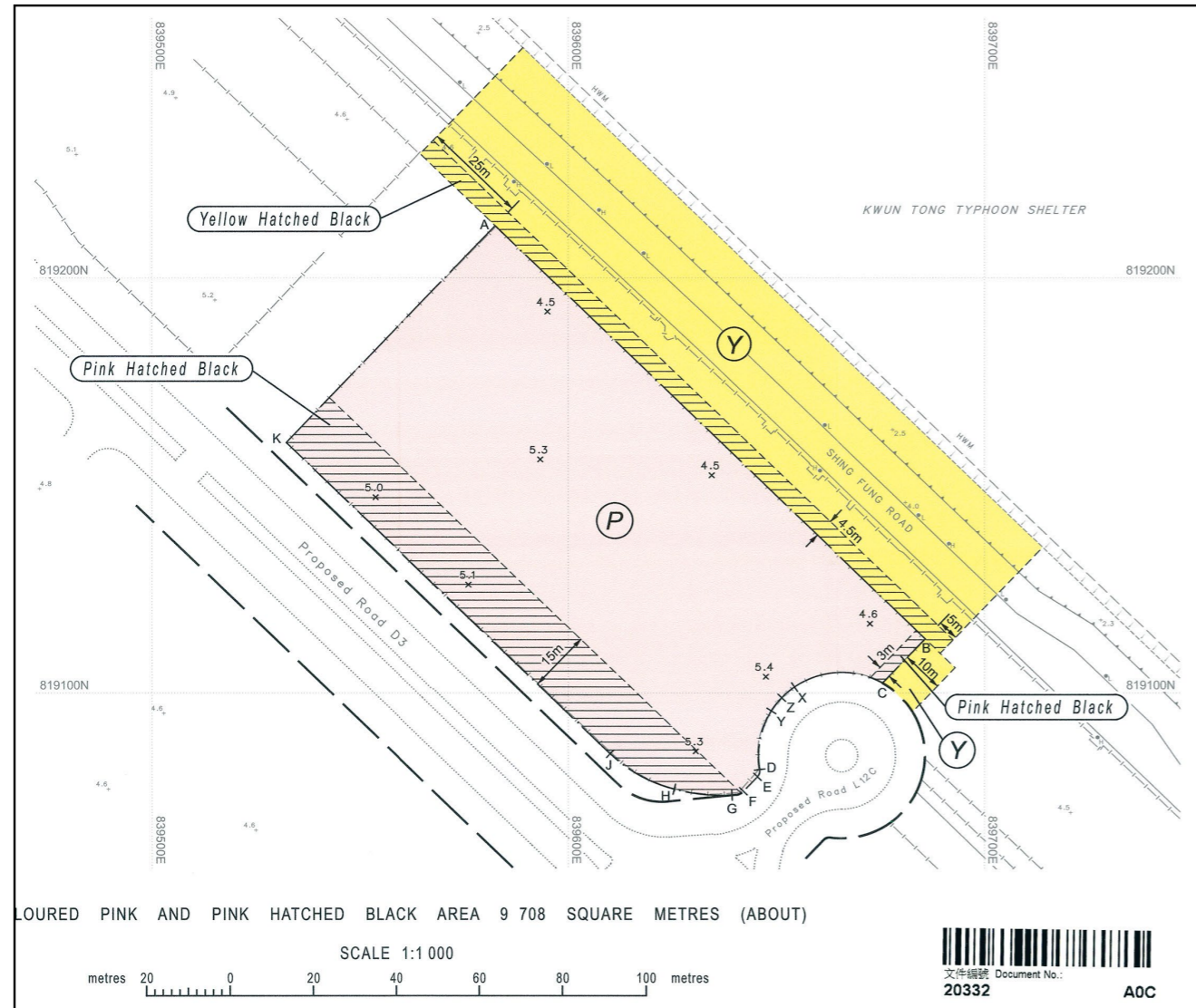
3. Clause 5.1 of the DMC stipulates that :-

“...The Manager shall have the authority and power including but without in any way limiting the generality of the foregoing:

- (ww) To take all steps necessary or expedient for complying with the Government Grant and Special Condition No. (4) of the Government Grant relating to the Yellow Areas or the Yellow Hatched Black Area and any Government requirements concerning the Development or any part thereof;
- (yy) To carry out and perform, in relation to the Yellow Areas (until such time as the possession of the Yellow Areas has been re-delivered to the Government in accordance with the Government Grant) or the Yellow Hatched Black Area (until such time as the possession of the Yellow Hatched Black Area has been re-delivered to the Government in accordance with the Government Grant) all acts, activities and works required by Special Condition No. (4) of the Government Grant, the law or insurers of insurance taken out in relation thereto, or which are deemed appropriate by the Manager for performing and complying with the provisions of the Government Grant, the law or those insurers in relation to the same;
- (mmm) To demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation and such objects or materials which in the opinion of the Water Authority prevent or disrupt the accommodation, operation and maintenance of the AMR Outstation upon receipt of a written notice served by the Water Authority as referred to in Special Condition No. (41)(d) of the Government Grant and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.”

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F. PLANS THAT SHOW THE LOCATION OF THOSE FACILITIES MENTIONED IN PARAGRAPHS A AND B AND OPEN SPACES MENTIONED IN PARAGRAPH C (IF ANY) AND THOSE PARTS OF THE LAND MENTIONED IN PARAGRAPH D (IF ANY)



Legend



Notes:

1. The plan is a reproduction of part of plan annexed to the Agreement and Conditions of Sale No. 20332 of New Kowloon Inland Lot No. 6591 dated 18 December 2018.
2. The plan is for showing the locations of the promenade within the Yellow Areas and the Yellow Hatched Black Area and the public pedestrian access within the Yellow Hatched Black Area only. Other matters shown in this plan may not reflect their latest conditions.

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公共設施及公眾休憩用地的資料

A. 根據批地文件規定需要建造並為政府，或供公眾使用的設施之描述

1 (i) 批地文件特別條款第(2)所指的黃色範圍和黃色間黑斜線範圍內的海濱長廊；(ii) 黃色間黑斜線範圍內的公共行人通道作為專用步行區；(iii) 批地文件特別條款第(8)所指的自動讀錶系統分站。

2. 公眾有權按批地文件的規定使用上述第(ii)項所列設施。

3. 批地文件有關該等設施的條文列明如下。

4. 批地文件特別條款第(1)(b)條規定：

「買方承認，截至本協議簽訂之日，該地段、黃色範圍(按本文件特別條款第 (2)(a)(i) 條定義)及黃色間黑斜線範圍(按本文件特別條款第 (2)(a)(i) 條定義)上存在一些構築物和地基。買方承諾自費拆除和移走該地段、黃色範圍和黃色間黑斜線範圍上該等構築物和地基，在各方面使署長滿意。政府概不會就因上述構築物及地基的存在或隨後拆除或移走上述構築物及地基而對買方造成或遭受的任何損失、損害、滋擾或干擾承擔任何責任或法律責任。買方應就上述構築物和地基的存在以及隨後的拆除和移走直接或間接引起的所有責任、索賠、費用、要求、訴訟或其他程序彌償政府，並使其獲得彌償保障。就本特別條款而言，署長對是否以及何時完成拆除和移走該等構築物和地基的決定將作終論，並對買方具有約束力。」

5. 批地文件特別條款第(2)條規定：

「(a) (i) 買方應在2022年9月30日*或之前或署長批准的其他日期自費並在各方面令署長滿意的情況下，根據標示為「黃色範圍和黃色間黑斜線範圍的技術明細表」和「建築工程的技術明細表」的技術明細表(以下統稱為「技術明細表」)、根據本特別條款第(b) 款所核准的圖則及園景總體規劃圖(按本文件特別條款第(4)(a)條定義)按照署長批准的材料、標準、水平、定線和設計在本文件所附平面圖上分別以黃色和黃色間黑斜線顯示的範圍(以下分別稱為「黃色範圍」和「黃色間黑斜線範圍」)內以良好的工藝鋪設、構建、架設、建造、提供和美化一條海濱長廊。買方應在黃色間黑斜線範圍內提供寬度為4.5米的一條公共行人通道作為專用步行區。為免存疑，黃色範圍不包括任何海堤。

(ii) 就本特別條款而言，署長對是否和何時已按本特別條款第(a)(i)款完成本特別條款第(a)(i)款所指的工程的決定將作終論，並對買方具有約束力。

*備註：根據地政總署九龍東區地政處於2020年11月9日發出的信函，該期限已延展至2023年3月31日。根據地政總署九龍東區地政處於2023年1月16日發出的信函，該期限已進一步延展至2023年9月30日。

(b) (i) 買方應自費提交或安排提交黃色範圍和黃色間黑斜線範圍的計劃，其中包括有關黃色範圍和黃色間黑斜線範圍的水平、位置、定線和設計的詳情和資訊以及署長可能要求的其他的詳情和資訊，以供署長書面批准。

(ii) 除非事先獲得署長書面批准，否則買方不得對黃色範圍和黃色間黑斜線範圍的批准圖則作出修訂、改變、更改、修改或替換。

(iii) 買方根據本特別條款第 (b)(ii) 款批准的任何修訂、改變、更改、修改或替換均應被視為已納入黃色範圍和黃色間黑斜線範圍的批准計劃中並構成其一部分。

(iv) 除非及直至本特別條款第(b)(i)款所提及的計劃已獲得署長批准，否則不得在黃色範圍和黃色間黑斜線範圍之上或之內展開任何建築工程(本文件特別條款第(1)(b)條所提述的拆卸及搬遷工程、地盤平整工程及地面勘察除外)。就本文件而言，「建築工程」、「地盤平整工程」及「地面勘察」應符合《建築物條例》、其任何附屬規例及任何修訂法例的定義。

(c) (i) 買方不得改變、拆除或損壞毗鄰黃色範圍的現有海堤，或進行任何可能改變、損壞或對海堤或其任何部分產生不利影響的工程。署長對任何工程是否會改變、損壞或對海堤產生不利影響的決定將作終論，並對買方具有約束力。

(ii) 海堤岸線及其後方10米範圍內的最大疊加荷載不得超過每平方米10千牛。

(iii) 距海堤岸線15米範圍內不得使用任何形式的撞擊式打樁。

(d) 買方應在完成本特別條款第(a)(i)款中提到的工程後，自費並在各方面令署長滿意的情況下，維護、管理、維修和保養黃色範圍和黃色間黑斜線範圍以及構成其一部分或附屬的所有事物均處於良好及實質性的維修狀態，直到根據本特別條款第(g)(iv)款將整個黃色範圍和黃色間黑斜線範圍的管有權重新交付給政府。

(e) 倘若買方未履行本特別條款第(a)(i)或(d)款規定的義務，政府可進行必要的工程，費用由買方承擔，買方應按要求向政府支付一筆相當於其費用的金額，該金額由署長決定，其決定將作終論，並對買方具有約束力。

(f) 對於無論是由於買方履行本特別條款第(a)(i)或(d)條的義務或政府根據本特別條款第(e)款或其他條款行使權利所產生或附帶造成買方或任何其他人士蒙受的任何損失、損害、滋擾或干擾，政府概不承擔任何責任，買方不得就任何損失、損害、滋擾或干擾向政府提出任何索賠。

(g) (i) 僅出於實施本特別條款第(a)(i)和(d)款中指定的工程的目的，買方應在署長致買方的信函中指定的日期，該日期不得晚於2020年3月31日，被授予對黃色範圍和黃色間黑斜線範圍的管有權。

(ii) 對於延遲管有黃色範圍和黃色間黑斜線範圍使買方造成或蒙受的任何損害或損失，政府概不承擔任何責任或義務，買方不得就任何上述損壞或損失向政府提出索償。

(iii) 買方應接受在獲得黃色範圍和黃色間黑斜線範圍的管有權之日黃色範圍和黃色間黑斜線範圍的現存狀態和條件及其樹木、建築物 and 地基，買方特此同意不得就此向政府提出任何索償。

(iv) 買方應在2022年9月30日*或之前，或署長可能批准的其他日期按要求重新交還黃色範圍和黃色間黑斜線範圍或署長自行決定指定或要求的其任何部分給政府，在任何情況下於署長發出信函表明本文件已得到遵守且令其滿意的日期視為買方已重新交還給政府。

*備註：根據地政總署九龍東區地政處於2020年11月9日發出的信函，該期限已延展至2023年3月31日。根據地政總署九龍東區地政處於2023年1月16日發出的信函，該期限已進一步延展至2023年9月30日。

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- (h) 未經署長事先書面同意，買方不得在黃色範圍和黃色間黑斜線範圍或其任何部分儲存或停放車輛或建造任何臨時構築物或用於除進行本特別條款第(a)(i)和(d)款中指定的工程以外的任何目的。
- (i) (i) 買方應在重新交還整個黃色範圍和黃色間黑斜線範圍的管有權之前的所有合理時間：
- (I) 允許政府、署長及其官員、承辦商和代理人及署長授權的任何人有權進出、通過、再通過、穿過該地段、黃色範圍和黃色間黑斜線範圍或其任何部分，旨在視察、檢查和監督按本特別條款第(a)(i)和(d)款進行的任何工程；進行、視察、檢查和監督監督本特別條款第(e)款下的工程以及署長認為在黃色範圍和黃色間黑斜線範圍或其任何部分中必要的任何其他工程；
- (II) 允許政府、署長及其官員、承辦商和代理人以及署長授權的任何人員以及政府授權的相關公用事業公司有權進出、通過、再通過、穿過該地段、黃色範圍和黃色間黑斜線範圍或政府、署長或相關公用事業公司可要求其任何部分，旨在黃色範圍和黃色間黑斜線範圍或其任何部分或任何毗鄰土地之內、之上或之下進行任何工程，包括但不限於鋪設和其後保養所有管道、電線、管道、電纜管道和其他傳導媒介及必要的輔助設備，以便提供電話、電力、煤氣(如有)和其他旨在為該地段或任何毗鄰或鄰近土地或場所提供服務的服務設施。買方應與政府、署長及其官員、承辦商和代理人以及署長授權的任何人員和政府正式授權的相關公用事業公司就在黃色範圍和黃色間黑斜線範圍或其任何部分進行上述工程有關的所有事宜充分合作；及
- (III) 允許水務監督的官員和他們授權的其他人員有權進出、通過、再通過、穿過該地段、黃色範圍和黃色間黑斜線範圍或水務監督的官員和他們授權的其他人員可要求其任何部分，旨在黃色範圍和黃色間黑斜線範圍或其任何部分內進行任何其他水務設施的運作、保養、修理、更換及改動有關的任何工程。
- (ii) 政府、署長及其官員、承辦商和代理人以及根據本特別條款第(i)(i)款正式授權的任何個人或公用事業公司對於政府、署長及其官員、承辦商和代理人以及根據本特別條款第(i)(i)款正式授權的任何個人或公用事業公司行使權利而引起或附帶造成買方或任何人蒙受的任何損失、損害、滋擾或騷擾，概不承擔任何責任或義務。
- (j) 買方應對以下黃色範圍和黃色間黑斜線範圍以及構成其一部分或其附屬的所有事物的任何缺陷、失修、不完善、故障、過失或任何未完成工程(無論是在工藝、材料、設計或其他方面)以及黃色範圍和黃色間黑斜線範圍內所有樹木的健康問題，包括缺陷、雜亂或可能影響任何樹木、灌叢或其他植物健康的原因(以下簡稱「樹木健康問題」)產生或與之相關的所有索賠、費用、要求、收費、損害、訴訟和程序賠償政府，並確保其獲彌償保障：
- (i) 在買方重新交還黃色範圍和黃色間黑斜線範圍或其任何部分的管有權之日可能存在；及
- (ii) 在買方重新交還黃色範圍和黃色間黑斜線範圍或其任何部分管有權之日後 12 個日曆月內發生或可能出現(以下簡稱「黃色範圍和黃色間黑斜線範圍欠妥之處的保養責任期和植物安置期」)。
- (k) 當署長要求時，買方應自費並按署長指定的時間、標準和方式對在黃色範圍和黃色間黑斜線範圍欠妥之處的保養責任期和植物安置期內發生或可能出現黃色範圍和黃色間黑斜線範圍以及構成其一部分或其附屬的所有事物的任何缺陷、失修、不完善、故障、過失或任何未完成工程進行所有維護、維修、修改、重建和整頓以及任何補救和糾正所必要的其他工程。除上述規定外，買方應自費並按署長指定的時間、標準和方式對在買方重新交還黃色範圍和黃色間黑斜線範圍或其任何部分的管有權之日可能存在黃色範圍和黃色間黑斜線範圍以及構成其一部分或其附屬的所有事物的任何缺陷、失修、不完善、故障、過失或任何未完成工程進行補救和糾正工程。
- (l) 如果在買方重新交還黃色範圍和黃色間黑斜線範圍或其任何部分的管有權給政府之日可能存在的任何樹木健康問題，在黃色範圍和黃色間黑斜線範圍欠妥之處的保養責任期和植物安置期內黃色範圍和黃色間黑斜線範圍上種植或成長的任何樹木、灌叢或其他植物未達到署長滿意的狀態和狀況，若署長要求，買方須自費並按署長指定的時間、標準及方式，進行重新種植、景觀美化工程、樹木養護措施或任何其他措施，在所有方面令署長滿意。
- (m) 署長將在黃色範圍和黃色間黑斜線範圍欠妥之處的保養責任期和植物安置期屆滿前不久，安排對黃色範圍和黃色間黑斜線範圍以及構成其一部分或其附屬的所有事物進行檢查，以便識別任何明顯的缺陷、失修、不完善、故障、過失或任何未完成工程以及樹木健康問題。署長保留權利在黃色範圍和黃色間黑斜線範圍欠妥之處的保養責任期和植物安置期屆滿後14天內向買方送達一份或多份缺陷明細表，指明在黃色範圍和黃色間黑斜線範圍以及構成其一部分或其附屬的所有事物內明顯的缺陷、失修、不完善、故障、過失或任何未完成工程以及樹木健康問題，而買方應自費進行所有必要的工程和措施(包括本特別條款第(l)款中提到的重新種植、景觀美化工程、樹木養護措施或任何其他措施)，按署長指定的時間、標準及方式完成補救和糾正工程。
- (n) 如果買方未能實施本特別條款第(k)和(l)款中提到的任何工程，則任何該等工程可由政府實施，經署長認證(其決定將作終論，並對買方具有約束力)政府為此產生的所有費用和開支應在要求時由買方支付。
- (o) 僅就本特別條款而言，「買方」一詞應排除其受讓人。」
6. 批地文件特別條款第(3)條規定：
- 「(a) 署長有權以他全權酌情權認為合適的方式修改、改變、更改、修訂或替換技術明細表。
- (b) 除非獲得署長的事先書面批准，否則買方不得對技術明細表進行修改、改變、更改、修訂或替換。
- (c) 署長根據本特別條款第(a)款作出或署長根據本特別條款第(b)款批准買方作出的任何修改、改變、更改、修訂或替換應視為納入技術明細表並構成其一部分。
- (d) 如果署長認為(其意見將作終論，並對買方具有約束力)技術明細表的規定與本文件之間存在任何衝突，則以本文件為準。」

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7. 批地文件特別條款第(4)條規定：

- 「(a) 買方應根據本特別條款第(b)及(c) 款規定自費向署長提交一份園景總體規劃圖，列明在黃色範圍和黃色間黑斜線範圍內提供景觀美化工程的位置、配置和佈局(以下簡稱「**景觀總體規劃圖**」)，以供其批准。除非景觀總體規劃圖已獲署長書面批准，並已根據本文件特別條款第(11)條就保存樹木的建議(如有需要)給予同意，否則不得在黃色範圍和黃色間黑斜線範圍內展開任何建築工程(本特別條款第(1)(b)款所提述的清拆及搬遷工程、地盤平整工程及地面勘察除外)。
- (b) 景觀總體規劃圖的比例應為 1:200 或更大，並應包含景觀美化建議的資訊，包括現有樹木普查和處理、場地配置和地層水平、建築開發的概念形式、園景建築及種植花木的示意圖以及署長可能要求的其他資訊。
- (c) 不少於25%的黃色範圍和黃色間黑斜線範圍應種植樹木、灌叢或其他植物。署長就買方提議的景觀美化工程構成本第(c)款所述25%的決定應作終論，並對買方具有約束力。署長可全權酌情接納買方提出取代種植樹木、灌叢或其他植物的其他非種植綠化特色。為免存疑，按本第(c)款提供的景觀美化工程不得構成本文件特別條件第(12)(b) 條所提述的綠化區的一部分。
- (d) 買方應自費按照經批准的景觀總體規劃圖對黃色範圍和黃色間黑斜線範圍進行景觀美化，在所有方面使署長滿意，未經署長事先書面同意，不得對經批准的景觀總體規劃圖作出修訂、變更、更改、修改或替換。
- (e) 在不影響本文件特別條件第(2)(d)條的一般適用範圍下，買方應自費保持和維護景觀美化工程處於安全、清潔、整齊、整潔和健康狀態，在所有方面使署長滿意，直到根據本文件特別條件第(2)(g)(iv)條將整個黃色範圍和黃色間黑斜線範圍的管有權重新交還給政府為止。」

8. 批地文件特別條款第(34)條規定：

「買方須在任何時候，特別是在進行任何建築、保養、翻新或維修工程(以下簡稱「**工程**」)期間，採取或促使他人採取一切適當及充分的關注、技巧及預防措施，避免對該地段、黃色範圍、黃色間黑斜線範圍或其中部分之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水喉、道路、行人路、行人徑、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(下文統稱為「**服務**」)造成任何損壞。買方在進行上述任何工程之前須進行或促使他人進行適當的勘測及必要的了解，確定任何服務的現況及程度，並提交處理任何服務一切方面的書面建議給署長，供他審批，但必須在取得署長對上述工程及建議作出的書面批准後才能進行該等工程。買方須履行署長對服務的任何要求和承擔符合該等要求支出的費用，包括改道、重鋪或修復的費用。買方必須自費在一切方面維修、彌補及修復以任何方式進行上述工程對該土地黃色範圍、黃色間黑斜線範圍或其中任何部分或該等服務造成的任何損壞、干擾或阻塞(除了明渠、污水渠、雨水渠、排水渠或總水喉須由署長負責修復，除非他另作選擇，買方須在要求時向政府支付該等工程的費用)，使署長滿意。如果買方未能對該土地、黃色範圍、黃色間黑斜線範圍或其中任何部分或該等服務進行上述必要的改道、重鋪、維修、修復或彌補工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，買方須在要求時向政府支付該等工程的費用。」

9. 批地文件特別條款第(41)條規定：

「(a) 買方應在2024年9月30日*或之前或署長批准的其他日期，自費並在各方面令水務監督滿意的情況下：

- (i) 向水務監督提交或安排提交一份在該地段或其任何部分提供和安裝自動讀錶系統(以下簡稱「**自動讀錶系統**」)分站的書面建議，以供其批准，該建議應包含，除其他之外，水務監督可能要求的資訊和詳情，包括但不限於顯示根據本特別條款第(a)(ii) 款提供和安裝的自動讀錶系統分站位置的佈局圖，用於建立一個或多個自動讀錶系統分站的自動讀錶系統設備的佈置和相關細節，以及指定用於容納自動讀錶系統設備的區域或空間；及

- (ii) 提供和安裝水務監督根據本特別條款第(a)(ii) 款為所有自動讀錶系統儀錶批准的一個或多個自動讀錶系統分站(以下簡稱「**自動讀錶系統分站**」)，包括個人消費者的食水供應計量錶、食水供應、沖廁水供應及消防水供應的主錶或檢查錶以及水務監督全權酌情要求或批准的各種供水的其他附加錶，為免存疑，該等儀錶包括：

(I) 必要的電纜導管及電纜；

(II) 安裝自動讀錶系統設備的自動讀錶系統面板；及

(III) 其他設施及配套設備。

就本特別條款而言，「消費者」一詞應按照《水務設施條例》、其任何附屬規例及任何修訂法例的定義。

*備註：地政總署九龍東區地政處於2020年11月9日發出的信函，該期限已延展至2025年3月31日。根據地政總署九龍東區地政處於2023年1月16日發出的信函，該期限已進一步延展至2025年9月30日。

- (b) 在水務監督以書面形式批准根據本特別條款第(a)(i) 款所述的自動讀錶系統分站建議之前，不得在該地段開始提供或安裝自動讀錶系統分站工程。

- (c) 買方應在本文件同意批租的整個期限內自費並在各方面令水務監督滿意的情況下，保養、維護、修理和管理自動讀錶系統分站處於良好維修和運行狀態直至根據本特別條款第(g)款將其交付給水務監督。

- (d) 水務監督有權隨時全權酌情向買方送達書面通知，要求買方拆除或移走放置在指定用於安置自動讀錶系統分站的區域或空間上面、之上或下面、或堆放在上面或下面的物體或材料，以及水務監督認為(水務監督的意見將作終論，並對買方具有約束力)妨礙或干擾自動讀錶系統分站的安置、運行和維護的物體或材料。買方應在收到該書面通知後，自費拆除或移走該等物體或材料，並在該書面通知規定的期限內恢復和修復受拆除或移走影響的區域或空間，在所有方面令水務監督的滿意。

- (e) 如果買方未履行本特別條款下的義務，水務監督可進行必要的工程，費用由買方承擔，買方應按要求向水務監督支付相當於此類工程成本的款項，該款項由水務監督確定，其確定將作終論，並對買方具有約束力。

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- (f) 買方須在本文件同意批租的整個期限內始終允許水務監督、其官員、承辦商、代理人、他們的工人以及水務監督授權的任何人士有權帶上或不帶工具、設備、機械、機器或機動車輛自由和不受限制進出和通過該地段或其任何部分以及在其上已建或擬建的任何建築物，旨在：
- (i) 視查和檢查根據本特別條款第(a)(ii)、(c)和(d)款要求進行的任何工程；
 - (ii) 根據本特別條款第(e)款進行任何工程；及
 - (iii) 在根據本特別條款第(g)款交付自動讀錶系統分站給水務監督後，視查、操作、維護、修理、更新、拆除、更換和重新設置自動讀錶系統分站。
- (g) 當水務監督要求時，買方應在水務監督指定的時間內將自動讀錶系統分站交付給水務監督，無需支付任何費用或補償，但是水務監督始終沒有義務應買方的要求收回有自動讀錶系統分站，只在其絕對酌情權認為合適時收回。
- (h) 政府、水務監督、其官員、承辦商、代理人、工人和水務監督授權的任何人，對於買方因履行本特別條款第(a)(ii)、(c)、(d)和(f)款規定的買方義務或進行特別條款第(e)款規定的工程或政府、水務監督、其官員、承辦商、代理人、工人和水務監督授權的任何人行使本特別條款第(f)款授予的任何權利產生或附帶發生給買方造成或蒙受的任何損失、損害、滋擾或乾擾，概不承擔任何責任，買方不得就任何上述損失、損壞、滋擾或干擾向他們其中任何一方提出任何索償。
- (i) 買方須對提供、安裝、操作、維護和修理自動讀錶系統分站或行使本特別條款第(h)款規定的任何權利直接或間接產生的一切責任、損失、損害、開支、訴訟、費用、要求、法律及司法程序向政府、水務監督、其官員、承辦商、代理人、工人和水務監督按特別條款第(e)款授權的任何人作出彌償，並確保其獲彌償保障。
- (j) 就本特別條款第(a)、(b)、(c)及(g)款而言，「買方」一詞應排除其受讓人。」

B. 根據批地文件規定，發展項目中的住宅物業的業主須自費管理、運作或維修為供公眾使用的設施之描述

不適用。

1. 批地文件有關該等設施的條文載於上文 A 段。

C. 根據批地文件規定，發展項目中的住宅物業的業主須自費管理、運作或維修為供公眾使用的休憩用地的面積

不適用。

D. 根據《建築物(規劃)規例》(第123章附屬法例F)第22(1)條規例，專供公眾使用土地的任何部分之描述

不適用。

E. 有關住宅物業的每份公契對第A段及第B段所述的設施、第C段所述的休憩用地(如有)以及第D段所述的土地部分(如有)之規定

除非另有定義，下列詞語具有發展項目的公契及管理協議(「公契」)所賦予的涵義。

1. 公契第 1.1 條規定：

「在本公契中，除非上下文另有允許或要求，否則下述詞語應具有以下含義：

「**自動讀錶系統分站**」指批地文件特別條款第(41)(a)(ii)條中定義的自動讀錶系統分站。為免存疑，於本公契簽署之日自動讀錶系統分站設於發展項目公用地方及設施內，在公契圖則(DWG編號DMC- LP-02)上以橙色顯示並標記為「AUTOMATIC METER READING OUTSTATION」，以供識別。自動讀錶系統分站應按批地文件特別條款第(41)(g)條交付給水務監督。為免存疑，上述自動讀錶系統分站不構成發展項目公用地方及設施的一部分；

「**發展項目公用地方及設施**」指及包括：

- (a) (i) 發展項目中擬供發展項目共同使用及享用的部分，包括但不限於在發展項目安裝或提供給發展項目共同使用及享用的外牆(不包括構成住宅公用地方及設施一部分的外牆)、緊急車輛通道、通道、入口、走道、樓梯、梯台、平台、邊界圍牆、大堂、垃圾收集車上落貨停車位、服務區、車道、道路和行人道、坡道、排水連接、電錶室、特低電壓房、緊急發電機房、消防控制中心、消防水箱及泵房、風機房、油箱房、排煙口、風道槽、低壓開關室、低壓電掣房、多間低壓電掣房、電掣房、總儀錶房、地下公用設施引入管道槽、垃圾收集及物料回收室、污水集水泵系統、污水集水坑、雨水集水泵系統、雨水集水坑、管道槽、花灑水箱及泵房、街道消防栓水箱及泵房、門衛室、管理員辦事處、電訊廣播設備房、煤氣控制室、變電室設施、電纜槽、特低電壓槽、電動車房、水錶櫃、水箱及泵房、花棚及其排水溝、渠道、總水管、污水渠、電線、電纜和目前或任何時候可能位於或穿過該土地之內、之下、之上將淡水或鹹水、污水、煤氣、電話、電力或其他設施輸送出入發展項目的其他設施(無論以管道或其他方式)、樹木、灌木及其他植物及植被、燈柱及其他照明設施、消防及滅火設備及裝置、保安系統及裝置、通風系統及任何其他機械系統、儀器或設施，(但為免存疑，不包括自動讀錶系統分站)；

- (ii) 倘若以上第(i)分段沒有特別規定，下面該土地及發展項目的其他部分：

(A) 符合條例第2條中「公用部分」第(a)段的定義；及/或

(B) 條例附表1訂明而符合條例第2條中「公用部分」第(b)段的定義

(如果可以在圖則上顯示)，在公契圖則(DWG編號：DMC-LP-01、DMC-LP-02、DMC-LP-03及DMC-LP-04)上以橙色顯示，僅供識別；及

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(b) 不時根據公契或任何分公契或任何其他契約指定為發展項目公用地方及設施的該土地及發展項目內的其他區域、器具、儀器、系統及設施，

但不包括：

- (i) 高層公用地方及設施、低層公用地方及設施、住宅公用地方及設施及停車場公用地方及設施、；及
- (ii) 發展項目內任何特定業主享有專屬權和特權持有、使用、佔有及享用的區域和發展項目內只服務任何特定業主的設施。

「**黃色範圍**」指批地文件特別條款第(2)(a)(i)條所提述的「黃色範圍」；

「**黃色間黑斜線範圍**」指批地文件特別條款第(2)(a)(i)條所提述的「黃色間黑斜線範圍」；」

2. 公契第 2.5(h) 條規定：

「(ii) 根據批地文件特別條款第(41)(c)條規定，第一業主(不包括其受讓人)應自費保養、維護、修理和管理自動讀錶系統分站處於良好維修和運行狀態，在各方面令水務監督滿意。

(iii) 根據批地文件特別條款第(41)(c)條規定，第一業主應在水務監督要求時，在水務監督指定的時間內將自動讀錶系統分站交付給水務監督，無需支付任何費用或補償。

(iv) 業主應：

(A) 允許水務監督及其官員、承包商、代理人和工人以及經水務監督授權的任何人員有權帶上或不帶工具、設備、機械、機器或機動車輛自由且不受限制地進出、來往及穿過該土地或其任何部分及發展項目，以便進行批地文件特別條款第(41)(f)條所提述的工程；及

(B) 對提供、安裝、操作、維護和修理自動讀錶系統分站或進行批地文件特別條款第(41)(e)條所提述的工程直接或間接產生的一切責任、損失、損害、開支、訴訟、費用、要求、法律及司法程序向政府、水務監督、其官員、承辦商、代理人、工人和水務監督按批地文件特別條款第 (41)(h) 條授權的任何人作出彌償，並確保其獲彌償保障。

(v) 根據批地文件特別條款第(41)(c)條規定，第一業主(不包括其受讓人)應在黃色範圍和黃色間黑斜線範圍內以良好的工藝鋪設、構建、架設、建造、提供和美化一條海濱長廊。第一業主應在黃色間黑斜線範圍內提供寬度為4.5米的一條公共行人通道作為專用步行區。

(vi) 根據批地文件特別條款第(41)(c)條規定，第一業主(不包括其受讓人)應自費維護、管理、維修和保養黃色範圍和黃色間黑斜線範圍以及構成其一部分或附屬的所有事物均處於良好及實質性的維修狀態(直到根據批地文件將黃色範圍和黃色間黑斜線範圍的管有權重新交付給政府)，使其始終保持良好和實質性的維修和狀況，以符合批地文件規定，並為此目的自費僱用信譽良好且有能力的承包商和工人。」

3. 公契第 5.1 條規定：

「……管理人具有授權和權力，在任何方面不限制前述一般適用範圍下，包括但不限於：

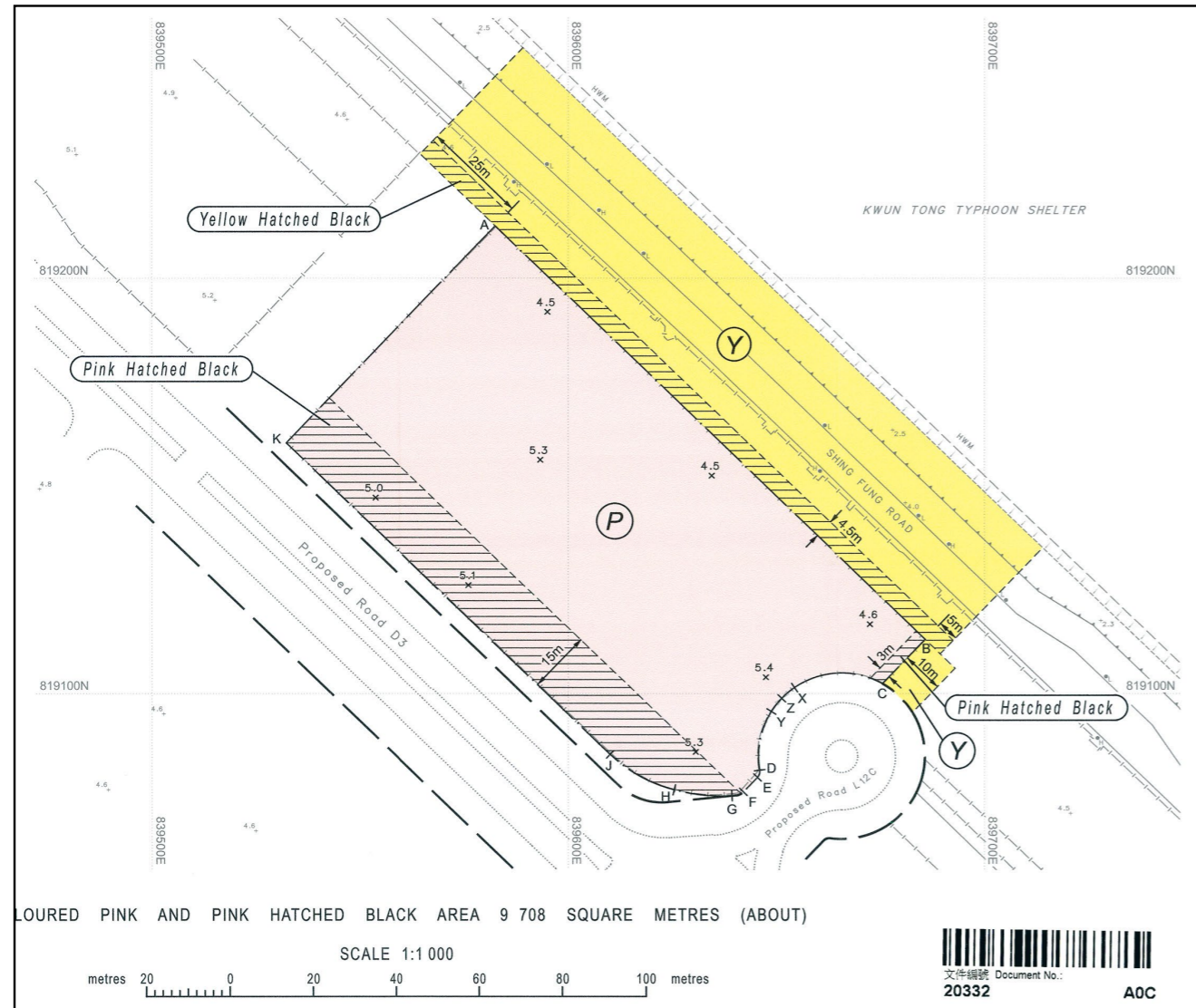
(ww) 採取一切必要或有利的步驟，以遵守批地文件特別條款第(4)條有關黃色範圍和黃色間黑斜線範圍的規定和政府對發展項目或其任何部分的要求；

(yy) 執行和履行批地文件特別條款第(4)條、法律或與其相關的保險公司要求或管理人認為執行和遵守批地文件、法律或保險公司的規定需要對黃色範圍(直到根據批地文件將黃色範圍的管有權重新交付給政府)和黃色間黑斜線範圍(直到根據批地文件將黃色間黑斜線範圍的管有權重新交付給政府)進行的所有行為、活動和工程；

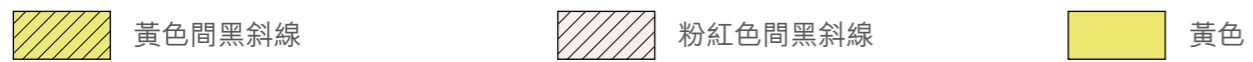
(mmm) 根據批地文件特別條款第(41)(d)條規定，在收到水務監督送達的書面通知後拆除或移走放置在指定用於安置自動讀錶系統分站的區域或空間上面、之上或下面、或堆放在上面或下面的物體或材料，以及水務監督認為妨礙或干擾自動讀錶系統分站的安置、運行和維護的物體或材料，並在該書面通知規定的期限內恢復和修復受拆除或移走影響的區域或空間，在所有方面令水務監督的滿意。」

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F. 顯示第A段及第B段所述的設施、第C段所述的休憩用地(如有)以及第D段所述的土地部分(如有)位置的圖則



圖例



註釋：

1. 本圖則為2018年12月18日新九龍內地段第6591號的第20332號賣地協議及條件所附圖則部分之複製本。
2. 本圖則僅顯示黃色範圍及黃色間黑斜線範圍內的海濱長廊及黃色間黑斜線範圍內的公共行人通道的位置。本圖則顯示的其他事項可能不反映其最新情況。

Warning to purchasers 對買方的警告

- (a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
 - (b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
 - (c) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser -
 - (i) that firm may not be able to protect the purchaser's interests ; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors.
 - (d) In the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
- (a) 現建議買方聘用一間獨立的律師事務所 (代表擁有人行事者除外)，以在交易中代表買方行事。
 - (b) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
 - (c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突 -
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所。
 - (d) 如屬(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

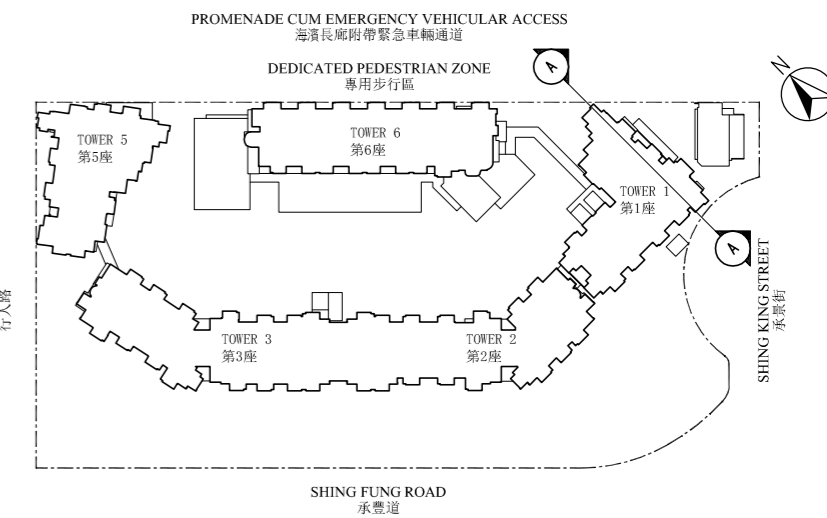
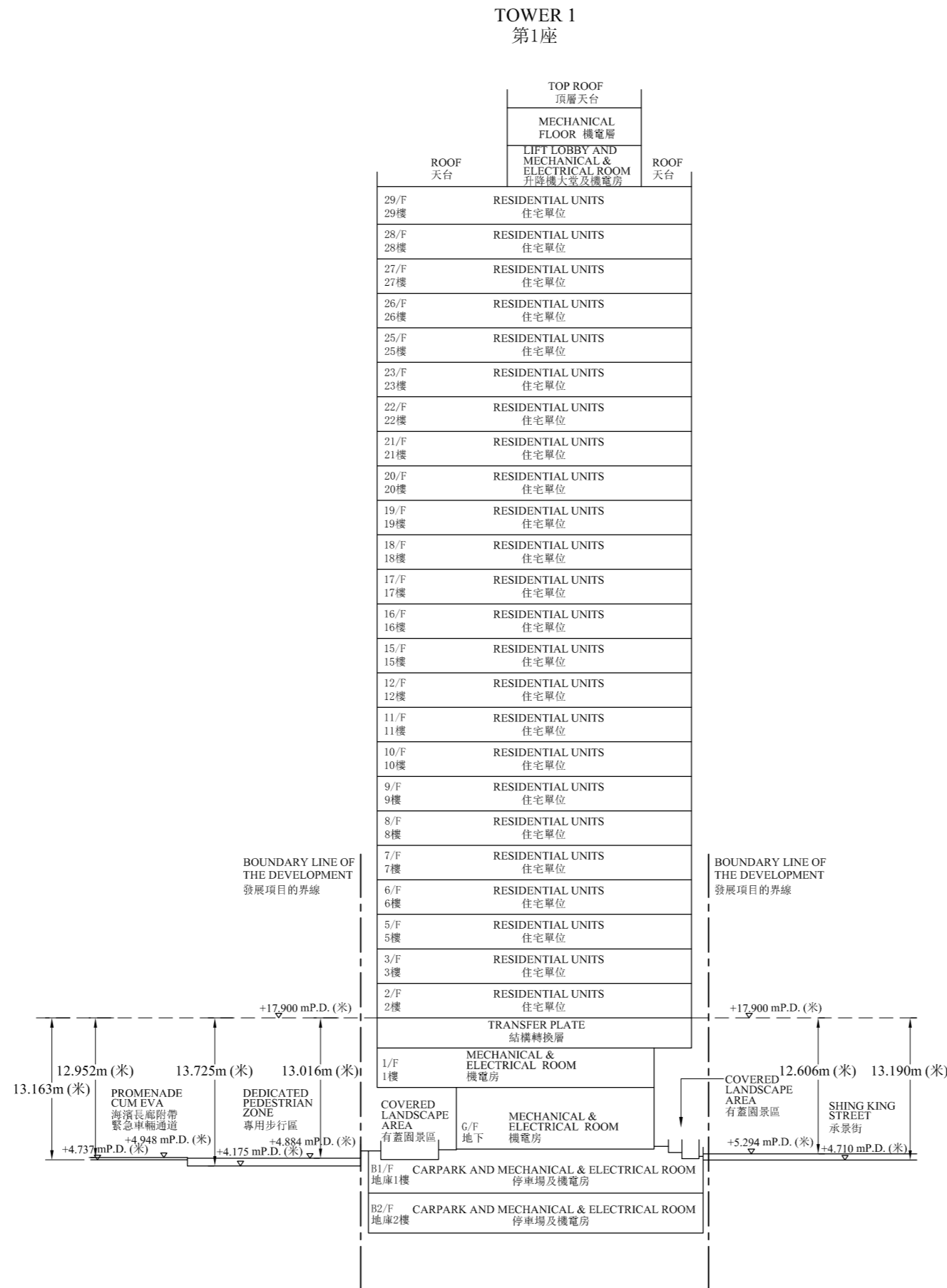
Cross-section plan of building in the phase 期數中的建築物的橫截面圖

Cross-Section Plan A-A 橫截面圖 A-A

- Dotted line denotes the level of the lowest residential floor.
虛線為最低住宅樓層水平。
 - ▽ Denotes height (in metres) above the Hong Kong principal Datum.
代表香港主水平基準以上的高度（米）。
- Remark : This cross-section plan is not drawn to scale
備註：此橫截面圖並非按照比例繪圖
- EVA = Emergency Vehicular Access
緊急車輛通道

The part of Promenade Cum Emergency Vehicular Access adjacent to the building is 4.737 to 4.948 metres above the Hong Kong Principal Datum.
毗連建築物的一段海濱長廊附帶緊急車輛通道為香港主水平基準以上4.737至4.948米。

The part of Dedicated Pedestrian Zone adjacent to the building is 4.175 to 4.884 metres above the Hong Kong Principal Datum.
毗連建築物的一段專用步行區為香港主水平基準以上4.175至4.884米。



Key Plan 索引圖

The part of Shing King Street adjacent to the building is 4.710 to 5.294 metres above the Hong Kong Principal Datum.
毗連建築物的一段承景街為香港主水平基準以上4.710至5.294米。

Cross-section plan of building in the phase 期數中的建築物的橫截面圖

Cross-Section Plan B-B 橫截面圖 B-B

- Dotted line denotes the level of the lowest residential floor.
虛線為最低住宅樓層水平。
 - ▽ Denotes height (in metres) above the Hong Kong principal Datum.
代表香港主水平基準以上的高度（米）。
- Remark : This cross-section plan is not drawn to scale
備註：此橫截面圖並非按照比例繪圖
- EVA = Emergency Vehicular Access
緊急車輛通道

The part of Kai Tak Sky Garden above Shing Fung Road adjacent to the building is 13.000 metres above the Hong Kong Principal Datum.

毗連建築物的一段承豐道上的啟德空中花園為香港主水平基準以上 13.000米。

The part of Shing Fung Road adjacent to the building is 5.260 to 5.350 metres above the Hong Kong Principal Datum.

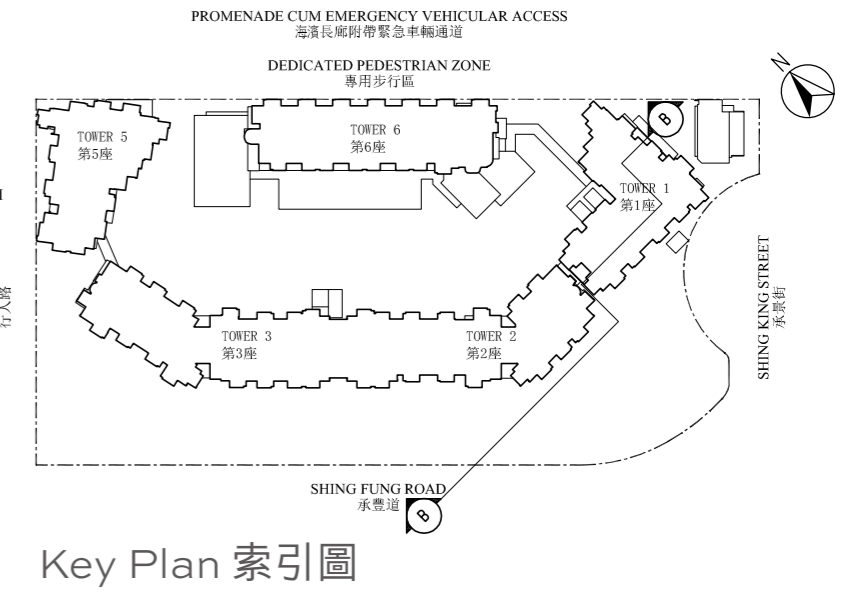
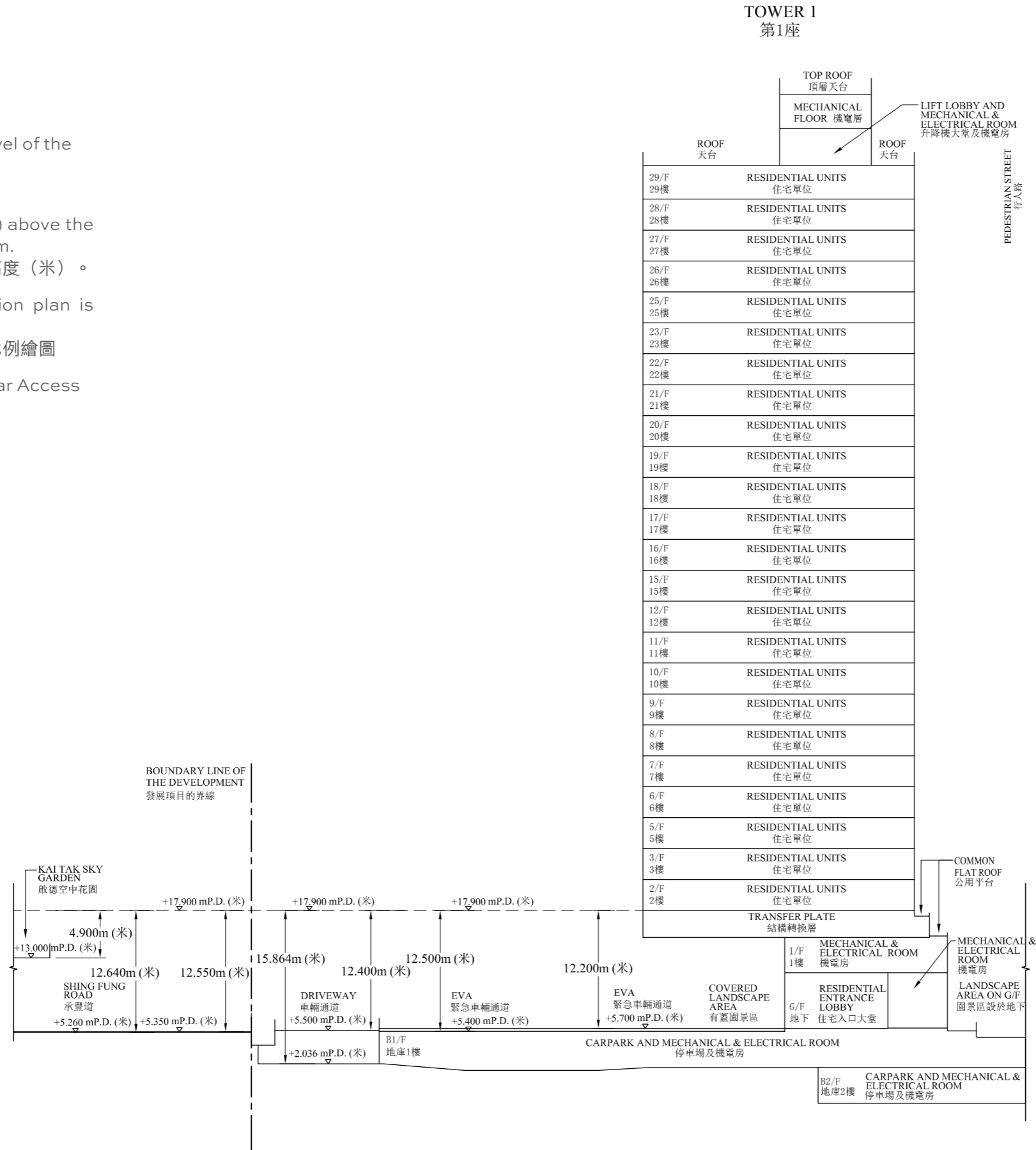
毗連建築物的一段承豐道為香港主水平基準以上5.260至5.350米。

The part of Driveway adjacent to the building is 2.036 to 5.500 metres above the Hong Kong Principal Datum.

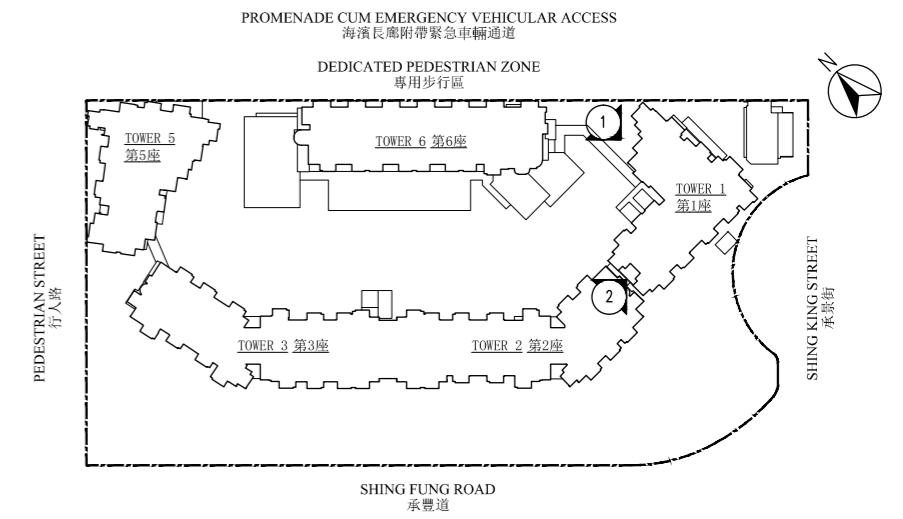
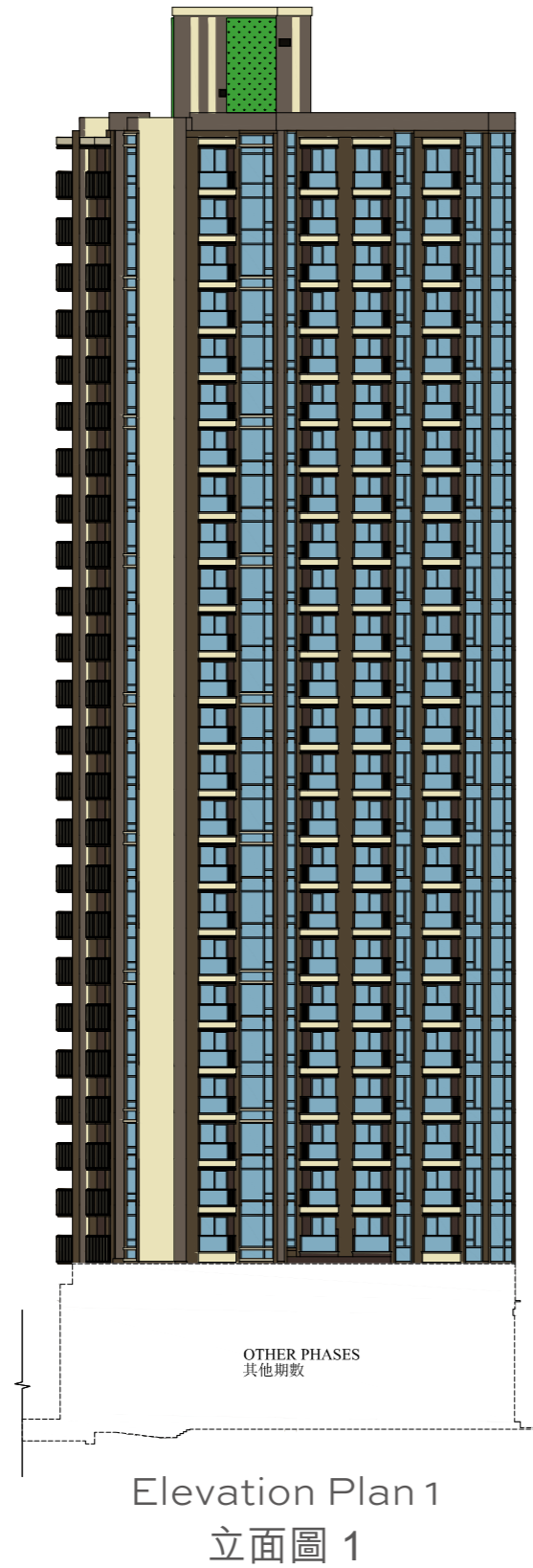
毗連建築物的一段車輛通道為香港主水平基準以上2.036至5.500米。

The part of Emergency Vehicular Access adjacent to the building is 5.400 to 5.700 metres above the Hong Kong Principal Datum.

毗連建築物的一段緊急車輛通道為香港主水平基準以上5.400至5.700米。



Elevation plan
立面圖



Key Plan 索引圖

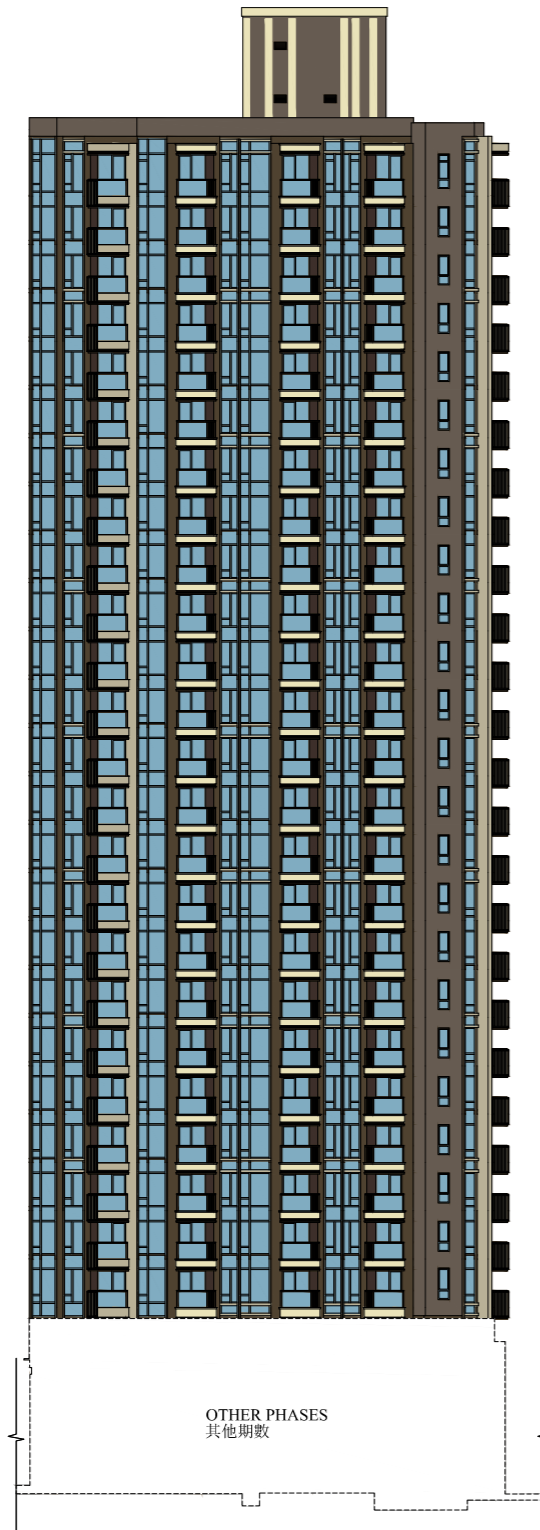
The Authorized Person for the Phase has certified that the elevations shown on this plan:

1. are prepared on the basis of the approved building plans for the Phase as of 24 April 2024;
2. are in general accordance with the outward appearance of the Phase.

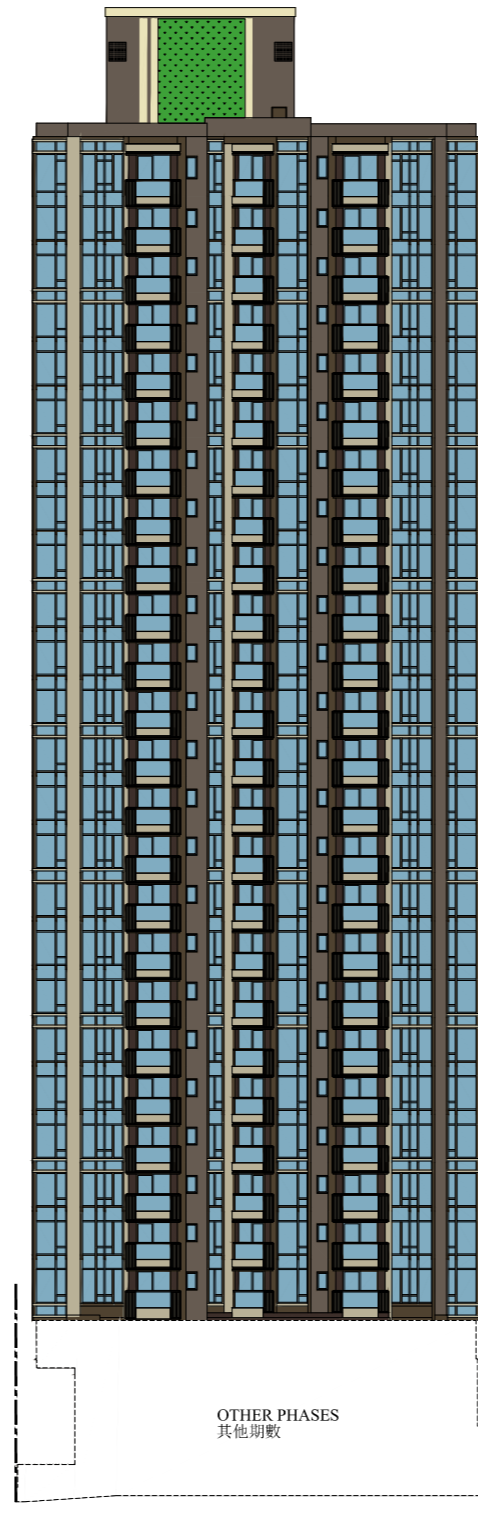
期數的認可人士已證明本圖所顯示的立面：

1. 以2024年4月24日的情況為準的期數經批准的建築圖則為基礎擬備；
2. 大致上與該期數的外觀一致。

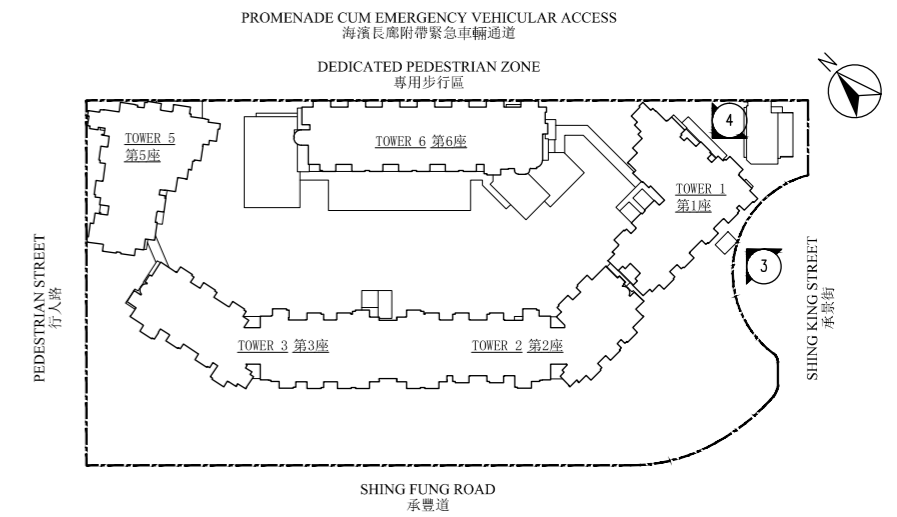
Elevation plan
立面圖



Elevation Plan 3
立面圖 3



Elevation Plan 4
立面圖 4



Key Plan 索引圖

The Authorized Person for the Phase has certified that the elevations shown on this plan:

1. are prepared on the basis of the approved building plans for the Phase as of 24 April 2024;
2. are in general accordance with the outward appearance of the Phase.

期數的認可人士已證明本圖所顯示的立面：

1. 以2024年4月24日的情況為準的期數經批准的建築圖則為基礎擬備；
2. 大致上與該期數的外觀一致。

Information on common facilities in the phase 期數中的公用設施的資料

| Common Facilities 公用設施 | | Area 面積 | | Total Area 總面積 | |
|--|-------------------|---------------|----------------|-------------------|----------------|
| | | sq. m. 平方米 | sq. ft. 平方呎 | sq. m. 平方米 | sq. ft. 平方呎 |
| Residents' clubhouse (including any recreational facilities for residents' use) 住客會所 (包括供住客使用的任何康樂設施) | Covered 有上蓋 | - | - | - | - |
| | Uncovered 沒有上蓋 | - | - | | |
| 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 Phase (whether known as a communal sky garden or otherwise) 位於期數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) | Covered 有上蓋 | - | - | - | - |
| | Uncovered 沒有上蓋 | - | - | | |
| Communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise) 位於期數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) | Covered 有上蓋 | - | - | - | - |
| | Uncovered 沒有上蓋 | - | - | | |

Remarks :

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

備註：

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

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

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

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

Fittings, finishes and appliances

裝置、裝修物料及設備

| 1. Exterior Finishes | |
|------------------------------------|---|
| Item | Description |
| (a) External wall | Residential Tower Finished with aluminium framed curtain wall, aluminium framed window, ceramic tiles, aluminium cladding, aluminium grille, aluminium balustrade, glass balustrade, external paint and vertical green. |
| (b) Window | <ul style="list-style-type: none"> - Curtain wall with aluminium window frames fitted with insulated glazing unit (IGU) with low-e coating glass is provided for bedrooms and master bedrooms of all residential units. - Aluminium window frames fitted with insulated glazing unit (IGU) with low-e coating glass are provided for the master bedroom. - Aluminium window frames fitted with insulated glazing unit (IGU) with low-e coating glass are provided for kitchen. |
| (c) Bay window | Not provided. |
| (d) Planter | Not provided. |
| (e) Verandah or Balcony | <ul style="list-style-type: none"> - Balcony provided with clear laminated tempered glass balustrade fitted with aluminium top rail. - Wall finished with ceramic tiles, aluminium cladding and paint, except balcony in the following residential property finished with ceramic tiles and aluminium cladding: Flat A, 3/F, 5/F to 12/F, 15/F to 23/F & 25/F to 29/F, Tower 1. Flat C, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F & 25/F to 29/F, Tower 1. - Floor finished with porcelain tiles. - Ceiling finished with aluminium ceiling panels. - Balconies are covered. - There is no verandah. (4/F, 13/F, 14/F & 24/F of Tower 1 are omitted.) |
| (f) Drying facilities for clothing | <ul style="list-style-type: none"> - Aluminium clothes drying rods are provided at the balcony and utility platform. - Aluminium clothes drying rods are provided at the private flat roof. |

| 1. 外部裝修物料 | |
|-----------|--|
| 細項 | 描述 |
| (a) 外牆 | 住宅大廈 鋪砌鋁框玻璃幕牆、鋁質窗框、瓷磚、鋁質飾面板、鋁質格柵、鋁質圍欄、玻璃圍欄、油漆及垂直綠化。 |
| (b) 窗 | <ul style="list-style-type: none"> - 所有單位之睡房和主人睡房裝有鋁框玻璃幕牆，配鋁質窗框配雙層中空玻璃配低輻射鍍膜。 - 主人睡房裝有鋁質窗框配雙層中空玻璃配低輻射鍍膜。 - 廚房裝有鋁質窗框配雙層中空玻璃配低輻射鍍膜。 |
| (c) 窗台 | 沒有提供。 |
| (d) 花槽 | 沒有提供。 |
| (e) 陽台或露台 | <ul style="list-style-type: none"> - 露台設有夾層鋼化玻璃圍欄連鋁扶手。 - 牆壁鋪砌瓷磚、鋁質飾面板及油漆，除以下住宅物業之露台鋪砌瓷磚及鋁質飾面板： 第1座，3樓、5樓至12樓、15樓至23樓及25樓至29樓A單位。 第1座，2樓至3樓、5樓至12樓、15樓至23樓及25樓至29樓C單位。 - 地板鋪砌瓷磚。 - 鋁天花板。 - 露台有蓋。 - 沒有陽台。 (第1座不設4樓，13樓，14樓及24樓。) |
| (f) 乾衣設施 | <ul style="list-style-type: none"> - 露台及工作平台設有鋁質晾衣桿。 - 私人平台設有鋁質晾衣桿。 |

Fittings, finishes and appliances

裝置、裝修物料及設備

| 2. Interior Finishes | |
|-------------------------------|--|
| Item | Description |
| (a) Lobby | <p>Fireman's Lift Lobbies on 2/F to 3/F, 5/F to 12/F, 15/F to 23/F & 25/F to 29/F, Tower 1</p> <ul style="list-style-type: none"> - Wall finished with wallpaper, timber veneer and metal trimming. - Floor finished with porcelain tiles. - Gypsum board false ceiling finished with emulsion paint. <p>(4/F, 13/F, 14/F & 24/F of Tower 1 are omitted.)</p> <p>Lift Lobby on Roof, Tower 1</p> <ul style="list-style-type: none"> - Wall finished with porcelain tiles. - Floor finished with porcelain tiles. - Ceiling finished with emulsion paint. |
| (b) Internal wall and ceiling | <ul style="list-style-type: none"> - Internal wall of living room, master bedroom and bedroom finished with emulsion paint, except areas above false ceiling level and areas covered by bulkhead at which there are no wall finishes. - Internal wall of dining room finished with plastic laminate and emulsion paint, except the following residential properties wall finished with emulsion paint only: Flats A, C, G & H, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F & 25/F to 29/F, Tower 1. except areas above false ceiling level and areas covered by bulkhead at which there are no wall finishes. - Ceiling of living room, dining room, master bedroom and bedroom are finished with emulsion paint where exposed; other parts provided with gypsum board false ceiling and bulkhead, finished with emulsion paint, except the ceiling of dining room of the following residential properties finished with emulsion paint where exposed; other parts provided with gypsum board false ceiling and bulkhead, finished with plastic laminate and emulsion paint: Flats D, J, K & L, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F & 25/F to 29/F, Tower 1. (4/F, 13/F, 14/F & 24/F of Tower 1 are omitted.) |
| (c) Internal floor | Living room, dining room, master bedroom and bedroom finished with porcelain tiles and timber skirting with emulsion paint. |
| (d) Bathroom | <ul style="list-style-type: none"> - Wall finished with ceramic tiles where exposed, except areas covered by bulkhead, false ceiling, vanity counter and mirror cabinet at which there are no wall finishes. - Floor finished with porcelain tiles and metal trimming. - Gypsum board false ceiling finished with emulsion paint. - Wall finishes run up to the level of false ceiling. |

| 2. 室內裝修物料 | |
|------------|--|
| 細項 | 描述 |
| (a) 大堂 | <p>第1座2樓至3樓、5樓至12樓、15樓至23樓及25樓至29樓消防員升降機大堂</p> <ul style="list-style-type: none"> - 牆壁鋪牆紙、木飾面及金屬飾條。 - 地板鋪砌瓷磚。 - 石膏板假天花髹乳膠漆。 <p>(第1座不設4樓、13樓、14樓及24樓。)</p> <p>第1座天台升降機大堂</p> <ul style="list-style-type: none"> - 牆壁鋪砌瓷磚。 - 地板鋪砌瓷磚。 - 天花髹乳膠漆。 |
| (b) 內牆及天花板 | <ul style="list-style-type: none"> - 客廳、主人睡房及睡房的內牆髹乳膠漆，但不包括假天花以上之處及被裝飾橫樑遮蓋之處，該處之牆壁不設裝修物料。 - 飯廳的內牆鋪砌膠板飾面及髹乳膠漆，除以下住宅物業飯廳的內牆只髹乳膠漆： 第1座，2樓至3樓、5樓至12樓、15樓至23樓及25樓至29樓A、C、G及H單位。 但不包括假天花以上之處及被裝飾橫樑遮蓋之處，該處之牆壁不設裝修物料。 - 客廳、飯廳、主人睡房及睡房外露的天花板髹乳膠漆，其他部分設有石膏板假天花及裝飾橫樑髹乳膠漆；除以下住宅物業飯廳外露的天花板髹乳膠漆，其他部分設有石膏板假天花及裝飾橫樑鋪砌膠板飾面及髹乳膠漆： 第1座，2樓至3樓、5樓至12樓、15樓至23樓及25樓至29樓D、J、K、L單位。 (第1座不設4樓、13樓、14樓及24樓。) |
| (c) 內部地板 | 客廳、飯廳、主人睡房及睡房鋪砌瓷磚及髹乳膠漆的木腳線。 |
| (d) 浴室 | <ul style="list-style-type: none"> - 牆壁外露部分鋪砌瓷磚，但不包括裝飾橫樑、假天花、面盆櫃及鏡櫃遮蓋之處，該處之牆壁不設裝修物料。 - 地板鋪砌瓷磚及金屬飾條。 - 石膏板假天花髹乳膠漆。 - 牆壁飾面鋪砌至假天花底。 |

Fittings, finishes and appliances

裝置、裝修物料及設備

| 2. Interior Finishes | |
|----------------------|---|
| Item | Description |
| (e) Kitchen | <p>Open Kitchen</p> <ul style="list-style-type: none"> - Wall finished with stainless steel and emulsion paint where exposed, except areas covered by kitchen cabinet, areas above false ceiling level and areas covered by bulkhead at which where are no wall finishes of the following residential properties: Flats B, E & F, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F & 25/F to 29/F, Tower 1. Wall finished with stainless steel and plastic laminate where exposed, except areas covered by kitchen cabinet, areas above false ceiling level and areas covered by bulkhead at which where are no wall finishes of the following residential properties: Flats G & H, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F & 25/F to 29/F, Tower 1. Wall finished with stainless steel where exposed, except areas covered by kitchen cabinet, areas above false ceiling level and areas covered by bulkhead at which where are no wall finishes of the following residential properties: Flats D, J, K & L, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F & 25/F to 29/F, Tower 1. - Floor finished with porcelain tiles, except those areas covered by kitchen cabinet at which there are cement sand screeding. - Gypsum board false ceiling and bulkhead finished with emulsion paint, except gypsum board false ceiling and bulkhead finished with plastic laminate and emulsion paint for the following residential properties: Flats D, J, K & L, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F & 25/F to 29/F, Tower 1. - Cooking bench top is finished with acrylic solid surface. - Wall finishes run up to the level of false ceiling. <p>Kitchen</p> <ul style="list-style-type: none"> - Wall finished with stainless steel and ceramic tiles, except areas covered by kitchen cabinet and areas above false ceiling level at which where are no wall finishes. - Floor finished with porcelain tiles, except those areas covered by kitchen cabinet at which there are cement sand screeding. - Gypsum board false ceiling with emulsion paint. - Cooking bench top is finished with acrylic solid surface. - Wall finishes run up to the level of false ceiling. <p>(4/F, 13/F, 14/F & 24/F of Tower 1 are omitted.)</p> |

| 2. 室內裝修物料 | |
|-----------|--|
| 細項 | 描述 |
| (e) 廚房 | <p>開放式廚房</p> <ul style="list-style-type: none"> - 以下住宅物業牆壁外露部分鋪砌不銹鋼板及髹乳膠漆，但不包括廚櫃遮蓋之處、假天花以上及裝飾橫樑遮蓋的地方，該處之牆壁不設裝修物料： 第1座，2樓至3樓、5樓至12樓、15樓至23樓及25樓至29樓B、E及F單位。 以下住宅物業牆壁外露部分鋪砌不銹鋼板及膠板飾面，但不包括廚櫃遮蓋之處、假天花以上及裝飾橫樑遮蓋的地方，該處之牆壁不設裝修物料： 第1座，2樓至3樓、5樓至12樓、15樓至23樓及25樓至29樓G及H單位。 以下住宅物業牆壁外露部分鋪砌不銹鋼板，但不包括廚櫃遮蓋之處、假天花以上及裝飾橫樑遮蓋的地方，該處之牆壁不設裝修物料： 第1座，2樓至3樓、5樓至12樓、15樓至23樓及25樓至29樓D、J、K及L單位。 - 地板鋪砌瓷磚，但不包括廚櫃遮蓋之處，該處之地台為水泥砂漿批盪。 - 石膏板假天花及裝飾橫樑髹乳膠漆，除以下住宅物業單位的石膏板假天花及裝飾橫樑鋪砌膠板飾面及髹乳膠漆： 第1座，2樓至3樓、5樓至12樓、15樓至23樓及25樓至29樓D, J, K及L單位。 - 灶台面的裝修物料為人造石面板材料。 - 牆壁飾面鋪砌至假天花底。 <p>廚房</p> <ul style="list-style-type: none"> - 牆壁鋪砌不銹鋼板及瓷磚，但不包括廚櫃遮蓋之處及假天花以上的地方，該處之牆壁不設裝修物料。 - 地板鋪砌瓷磚，但不包括廚櫃遮蓋之處，該處之地台為水泥砂漿批盪。 - 石膏板假天花髹乳膠漆。 - 灶台面的裝修物料為人造石面板材料。 - 牆壁飾面鋪砌至假天花底。 <p>(第1座不設4樓、13樓、14樓及24樓。)</p> |

Fittings, finishes and appliances

裝置、裝修物料及設備

| 3. Interior Fittings | |
|----------------------|--|
| Item | Description |
| (a) Doors | <p>Main Entrance of Residential Property</p> <ul style="list-style-type: none"> - Solid core fire rated timber door finished with plastic laminate, fitted with lockset, concealed door closer, security door chain, eye viewer and door stopper. <p>Kitchen</p> <ul style="list-style-type: none"> - Solid core fire rated timber door finished with plastic laminate and fire-rated glass panel, fitted with door closer, handle and door stopper. <p>Master Bedroom and Bedroom</p> <ul style="list-style-type: none"> - Hollow core timber door finished with plastic laminate, fitted with lockset and door stopper. <p>Master Bathroom and Bathroom</p> <ul style="list-style-type: none"> - Hollow core timber door with timber louvre, finished with plastic laminate, fitted with lockset and door stopper. <p>Store Room</p> <ul style="list-style-type: none"> - Hollow core timber door finished with plastic laminate, fitted with lockset and door stopper. <p>Lavatory</p> <ul style="list-style-type: none"> - Fluorocarbon coated aluminium frame door fitted with obscured glass and lockset. <p>Balcony & Utility Platform</p> <ul style="list-style-type: none"> - Glass door with aluminium door frame and lockset fitted with tinted single pane glass. <p>Private Flat Roof</p> <ul style="list-style-type: none"> - Glass door with aluminium door frame and lockset fitted with tinted single pane glass. |

| 3. 室內裝置 | |
|---------|--|
| 細項 | 描述 |
| (a) 門 | <p>住宅物業大門</p> <ul style="list-style-type: none"> - 實心防火木門配膠板飾面，裝設門鎖、暗氣鼓、防盜鏈、防盜眼及門擋。 <p>廚房</p> <ul style="list-style-type: none"> - 實心防火木門配膠板飾面及防火玻璃，裝設氣鼓、門抽及門擋。 <p>主人睡房及睡房</p> <ul style="list-style-type: none"> - 空心木門配膠板飾面，裝設門鎖及門擋。 <p>主人房浴室及浴室</p> <ul style="list-style-type: none"> - 空心木門裝設有木百葉，配膠板飾面，裝設門鎖及門擋。 <p>儲物室</p> <ul style="list-style-type: none"> - 空心木門配膠板飾面，裝設門鎖及門擋。 <p>盥洗室</p> <ul style="list-style-type: none"> - 選用氟化碳噴塗鋁框門裝設磨砂玻璃及門鎖。 <p>露台及工作平台</p> <ul style="list-style-type: none"> - 玻璃門裝有鋁質門框及門鎖，配單層有色玻璃。 <p>私人平台</p> <ul style="list-style-type: none"> - 玻璃門裝有鋁質門框及門鎖，配單層有色玻璃。 |

Fittings, finishes and appliances

裝置、裝修物料及設備

| 3. Interior Fittings | |
|----------------------|--|
| Item | Description |
| (b) Bathroom | <ul style="list-style-type: none"> - Timber vanity counter finished with plastic laminate, metal and acrylic solid surface countertop. - Timber mirror cabinet finished with plastic laminate. - Timber cabinet finished with plastic laminate for bathroom in the following residential properties: Flats A & C, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F & 25/F to 29/F, Tower 1. - Vitreous china water closet. - Vitreous china wash basin with metal cold and hot water wash basin mixer. - Metal toilet paper holder. - Metal towel rail and metal towel hooks. - Tempered glass shower cubicle and metal shower mixer set. - Ventilation system is provided. - Copper pipes are used for cold and hot water supply system. - uPVC pipes are used for flushing water system. <p>(4/F, 13/F, 14/F & 24/F of Tower 1 are omitted.)</p> |
| (c) Kitchen | <p>Open Kitchen</p> <ul style="list-style-type: none"> - Stainless steel sink with metal sink mixer. - Timber kitchen cabinet finished with plastic laminate, acrylic solid surface countertop and metal, fitted with plastic laminate timber door panels. - Copper pipes are used for cold and hot water supply system. - Fire service installations and equipment for open kitchen: Sprinkler heads installed in or near open kitchen. Smoke detector with sounder base installed at the ceiling near open kitchen. - For type of equipment, please refer to the “Appliances Schedule”. <p>Kitchen</p> <ul style="list-style-type: none"> - Stainless steel sink with metal sink mixer. - Timber kitchen cabinet finished with plastic laminate, acrylic solid surface countertop and metal, fitted with plastic laminate timber door panels. - Ventilation system is provided - Copper pipes are used for cold and hot water supply system. - For type of equipment, please refer to the “Appliances Schedule”. |
| (d) Bedroom | No fittings. |
| (e) Telephone | <ul style="list-style-type: none"> - Telephone connection points are provided. - For the location and number of connection points, please refer to the “Schedule of Mechanical & Electrical Provisions of Residential Properties”. |

| 3. 室內裝置 | |
|---------|--|
| 細項 | 描述 |
| (b) 浴室 | <ul style="list-style-type: none"> - 木面盆櫃配膠板飾面、金屬及人造石檯面。 - 木鏡櫃配膠板飾面。 - 以下住宅物業浴室設有木櫃配膠板飾面： 第1座，2樓至3樓、5樓至12樓、15樓至23樓及25樓至29樓A及C單位。 - 陶瓷座廁。 - 陶瓷洗手盆配金屬冷熱水龍頭。 - 金屬廁紙架。 - 金屬毛巾桿及金屬毛巾掛勾。 - 強化玻璃淋浴間隔及金屬淋浴花灑套裝。 - 設有通風系統。 - 冷熱水供水系統採用銅喉管。 - 沖廁供水系統採用膠喉管。 <p>(第1座不設4樓，13樓，14樓及24樓。)</p> |
| (c) 廚房 | <p>開放式廚房</p> <ul style="list-style-type: none"> - 不銹鋼洗滌盆配金屬洗滌盆水龍頭。 - 木製廚櫃組合配膠板飾面、人造石檯面及金屬，另配膠板飾面木門板。 - 冷熱供水系統均採用銅喉管。 - 開放式廚房的消防裝置及設備： 消防花灑頭安裝在開放式廚房內或附近。 煙霧探測器連聲響警報基座安裝在開放式廚房附近的天花。 - 有關設備之類型，請參閱「設備說明表」。 <p>廚房</p> <ul style="list-style-type: none"> - 不銹鋼洗滌盆配金屬洗滌盆水龍頭。 - 木製廚櫃組合配膠板飾面、人造石檯面及金屬，另配膠板飾面木門板。 - 設有通風系統 - 冷熱供水系統均採用銅喉管。 - 有關設備之類型，請參閱「設備說明表」。 |
| (d) 睡房 | 沒有裝置 |
| (e) 電話 | <ul style="list-style-type: none"> - 設有電話接駁點。 - 有關接駁點的位置及數目，請參閱「住宅物業機電裝置數量說明表」。 |

Fittings, finishes and appliances

裝置、裝修物料及設備

| 3. Interior Fittings | |
|------------------------------|---|
| Item | Description |
| (f) Aerials | <ul style="list-style-type: none"> - Communal TV/FM outlets are provided. - For the location and number of connection points, please refer to the “Schedule of Mechanical & Electrical Provisions for Residential Properties”. |
| (g) Electrical installations | <ul style="list-style-type: none"> - Single-phase electricity supply with miniature circuit breaker distribution board located at Flats D, J and K, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F, Tower 1. - Three-phase electricity supply with miniature circuit breaker distribution board supply located at Flats A, B, C, E, F, G, H and L, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F, Tower 1. - Conduit are partly concealed and partly exposed*. - For location and number of switches and sockets and air-conditioner points, please refer to the “Schedule of Mechanical & Electrical Provisions for Residential Properties”. <p>* Note: Other than those parts of the conduits concealed within concrete, the rest of them are exposed. Exposed conduits are mostly covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials and are not readily visible.</p> <p>(4/F, 13/F, 14/F & 24/F of Tower 1 are omitted.)</p> |
| (h) Gas supply | <ul style="list-style-type: none"> - Town gas supply pipes are connected to gas water heater and gas cooker hob at Flats A & C, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F and 25/F to 29/F, Tower 1. - Town gas supply pipes are connected to gas water heater at Flats B, D, E, F, G, H, J, K & L, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F and 25/F to 29/F, Tower 1. - Separate town gas meter is provided in the kitchen at Flat A, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F and 25/F to 29/F, Tower 1. - Separate town gas meter is provided in the balcony & utility platform at Flats B, C, D, E, F, G, H, J, K & L, 3/F, 5/F to 12/F, 15/F to 23/F and 25/F to 29/F, Tower 1. - Separate town gas meter is provided in the private flat roof at Flats, B, J & K, 2/F, Tower 1. - Separate town gas meter is provided in the balcony & utility platform at Flats C, D, E, F, G, H & L, 2/F, Tower 1. <p>(4/F, 13/F, 14/F & 24/F of Tower 1 are omitted)</p> |

| 3. 室內裝置 | |
|----------|--|
| 細項 | 描述 |
| (f) 天線 | <ul style="list-style-type: none"> - 設有公共電視/ 電台接收插座。 - 有關接駁點的位置及數目，請參閱「住宅物業機電裝置數量說明表」。 |
| (g) 電力裝置 | <ul style="list-style-type: none"> - 單相電力配電箱並裝置有微型斷路器設置於第1座，2樓至3樓、5樓至12樓、15樓至23樓、25樓至29樓D、J及K單位。 - 三相電力配電箱並裝置有微型斷路器設置於第1座，2樓至3樓、5樓至12樓、15樓至23樓、25樓至29樓A、B、C、E、F、G、H及L單位。 - 導管是部份隱藏及部份外露*。 - 有關開關掣及電插座及空調機接駁點的位置及數目，請參考「住宅物業機電裝置數量說明表」。 <p>*備註：除部分隱藏於混凝土內之導管外，其他部分的導管皆為外露。外露的導管大部分以假天花、裝飾橫樑、櫃、飾面板、非混凝土牆、管道槽或其他物料所覆蓋或掩藏，並不容易看見。</p> <p>(第1座不設4樓，13樓，14樓及24樓。)</p> |
| (h) 氣體供應 | <ul style="list-style-type: none"> - 煤氣喉管安裝並接駁到第1座，2樓至3樓、5樓至12樓、15樓至23樓、25樓至29樓A及C單位之煤氣熱水爐及煤氣煮食爐。 - 煤氣喉管安裝並接駁到第1座，2樓至3樓、5樓至12樓、15樓至23樓、25樓至29樓B、D、E、F、G、H、J、K及L單位之煤氣熱水爐。 - 獨立煤氣錶安裝於第1座，2樓至3樓、5樓至12樓、15樓至23樓、25樓至29樓A單位之廚房內。 - 獨立煤氣錶安裝於第1座，3樓、5樓至12樓、15樓至23樓、25樓至29樓B、C、D、E、F、G、H、J、K及L單位之露台及工作平台內。 - 獨立煤氣錶安裝於第1座，2樓B、J及K單位之私人平台內。 - 獨立煤氣錶安裝於第1座，2樓C、D、E、F、G、H及L單位之露台及工作平台內。 <p>(第1座不設4樓、13樓、14樓及24樓)</p> |

Fittings, finishes and appliances

裝置、裝修物料及設備

| 3. Interior Fittings | |
|--------------------------------------|---|
| Item | Description |
| (i) Washing machine connection point | <ul style="list-style-type: none"> - Water connection point and drainage connection point are provided for washing machine. Water supply point of a design of 15mm diameter and drainage point of a design of 40mm diameter. - For the location of connection points, please refer to the “Schedule of Mechanical & Electrical Provisions for Residential Properties”. |
| (j) Water supply | <ul style="list-style-type: none"> - Hot water is available. - Copper pipes are used for hot and cold water supply. - uPVC pipes are used for flushing water system. - Water pipes are partly concealed and partly exposed*. <p>*Note: Other than those parts of the water pipes concealed within concrete, the rest of them are exposed. Some of the exposed water pipes are covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials and are not readily visible.</p> |

| 3. 室內裝置 | |
|------------|--|
| 細項 | 描述 |
| (i) 洗衣機接駁點 | <ul style="list-style-type: none"> - 洗衣機配備來水及去水接駁點。設計直徑為15毫米來水接駁喉位及設計直徑為40毫米去水接駁喉位。 - 有關接駁點的位置，請參閱「住宅物業機電裝置數量說明表」。 |
| (j) 供水 | <ul style="list-style-type: none"> - 有熱水供應。 - 冷熱供水系統均採用銅喉管。 - 沖廁供水系統採用膠喉管。 - 水管是部分隱藏及部分外露*。 <p>*備註：除部分隱藏於混凝土內之水管外，其他部分的水管皆為外露。部分外露的水管以假天花、裝飾橫樑、櫃、飾面板、非混凝土牆、管道槽或其他物料覆蓋或掩藏，並不容易看見。</p> |

Fittings, finishes and appliances

裝置、裝修物料及設備

| 4. Miscellaneous | |
|--|---|
| Item | Description |
| (a) Lifts | <p>Residential Tower Lifts</p> <p>2 nos. of “Hitachi” (model no.: HCA-925-CO210) passenger lifts serve B2/F, B1/F, G/F, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F & 25/F to 29/F.</p> <p>1 no. of “Hitachi” (model no.: HCA-925-CO210) passenger lift serve B2/F, B1/F, G/F, 1/F to 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 29/F and roof.</p> <p>(4/F, 13/F, 14/F & 24/F of Tower 1 are omitted.)</p> |
| (b) Letter box | Metal letter box is provided. |
| (c) Refuse collection | <ul style="list-style-type: none"> - Refuse storage and material recovery room is located at common area of each residential floor. - Refuse storage and material recovery chamber is located at B2/F for collection and removal of refuse by cleaners. |
| (d) Water meter, electricity meter and gas meter | <ul style="list-style-type: none"> - Separate electric meters for individual residential properties are provided in electrical meter room on each residential floor. - Separate water meters for individual residential properties are provided in water meter cabinet on each residential floor. - Separate town gas meter is provided in the kitchen at Flat A, 2/F to 3/F, 5/F to 12/F, 15/F to 23/F and 25/F to 29/F, Tower 1. - Separate town gas meter is provided in the balcony & utility platform at Flats B, C, D, E, F, G, H, J, K & L, 3/F, 5/F to 12/F, 15/F to 23/F and 25/F to 29/F, Tower 1. - Separate town gas meter is provided in the private flat roof at Flats B, J & K, 2/F, Tower 1. - Separate town gas meter is provided in the balcony & utility platform at Flats C, D, E, F, G, H & L, 2/F, Tower 1. <p>(4/F, 13/F, 14/F & 24/F of Tower 1 are omitted.)</p> |

| 4. 雜項 | |
|---------------|---|
| 細項 | 描述 |
| (a) 升降機 | <p>住宅大廈升降機</p> <p>設有2部「日立電梯」客用升降機 (產品型號：HCA-925-CO210) 直達地庫2樓、地庫1樓、地下、2樓至3樓、5樓至12樓、15樓至23樓及25樓至29樓。</p> <p>設有1部「日立電梯」客用升降機 (產品型號：HCA-925-CO210) 直達地庫2樓、地庫1樓、地下、1樓至3樓、5樓至12樓、15樓至23樓、25樓至29樓及天台。</p> <p>(第1座不設4樓、13樓、14樓及24樓。)</p> |
| (b) 信箱 | 設置金屬信箱。 |
| (c) 垃圾收集 | <ul style="list-style-type: none"> - 垃圾及物料回收室位於每層住宅樓層之公用地方。 - 垃圾及物料回收房設於地庫2樓，並由清潔工人收集及運走垃圾。 |
| (d) 水錶、電錶及氣體錶 | <ul style="list-style-type: none"> - 每戶住宅物業的獨立電錶設於每層住宅樓層的電錶房內。 - 每戶住宅物業的獨立水錶設於每層住宅樓層的水錶櫃內。 - 獨立煤氣錶安裝於第1座，2樓至3樓、5樓至12樓、15樓至23樓、25樓至29樓A單位之廚房內。 - 獨立煤氣錶安裝於第1座，3樓、5樓至12樓、15樓至23樓、25樓至29樓B、C、D、E、F、G、H、J、K及L單位之露台及工作平台內。 - 獨立煤氣錶安裝於第1座，2樓B、J及K單位之私人平台內。 - 獨立煤氣錶安裝於第1座，2樓C、D、E、F、G、H及L單位之露台及工作平台內。 <p>(第1座不設4樓、13樓、14樓及24樓。)</p> |

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

賣方承諾如期數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。

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

| 5. Security Facilities |
|---|
| Description |
| <ul style="list-style-type: none">- CCTV cameras are provided at B2/F, B1/F, entrance lobby on G/F, lift cars and roof.- Intercom with CCTV cameras are equipped at temporary refuge space of each residential floor connected to G/F caretaker's office.- Carpark control system is provided at carpark entrance. <p>Tower 1</p> <ul style="list-style-type: none">- Smart card reader and visitor intercom panel are provided at the lift lobby on B2/F, B1/F and G/F with intercom connected to the intercom of Tower 1 caretaker's counter on G/F.- The intercom of Tower 1 caretaker's counter on G/F is connected to the video door phone of each residential property.- Each residential property is equipped with a video door phone connected to caretaker's counter on G/F. |

| 6. Appliances |
|--|
| Description |
| <ul style="list-style-type: none">- As set out in the "Appliances Schedule". |

| 5. 保安設施 |
|--|
| 描述 |
| <ul style="list-style-type: none">- 地庫2樓、地庫1樓、地下入口大堂、升降機及天台均裝設有閉路電視。- 每層住宅樓層臨時庇護處均裝設有對講機及閉路電視接駁至地下管理員辦事處。- 停車場入口設有停車場控制系統。 <p>第1座</p> <ul style="list-style-type: none">- 地庫2樓、地庫1樓及地下電梯大堂裝有智能讀卡器及訪客對講機，對講機接駁至第1座地下管理員櫃位。- 第1座地下管理員櫃位的對講機接駁至各住宅物業內的視像對講機。- 每個住宅物業均裝設有視像對講機，接駁至地下管理員櫃位。 |

| 6. 設備 |
|---|
| 描述 |
| <ul style="list-style-type: none">- 於「設備說明表」列出。 |

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

賣方承諾如期數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。

Fittings, finishes and appliances

裝置、裝修物料及設備

Tower 1 第1座 Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

| Location 位置 | Description 描述 | 2/F 2樓 | | | | | | | | | | | 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、15樓至23樓及25樓至28樓 | | | | | | | | | | | 29/F 29樓 | | | | | | | | | | | | | | |
|--------------------------------------|--|-----------|---|----|---|---|---|---|---|---|---|---|---|---|----|---|---|---|---|---|---|---|---|-------------|---|----|---|---|---|---|---|---|---|---|---|---|---|---|
| | | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | | | | |
| Main Entrance 大門入口 | Door Chime Push Button 門鈴按鈕 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Living Room and Dining Room 客廳及飯廳 | Master Lighting Switch 燈掣總開關 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | Lighting Point 燈位 | 6 | 3 | 4 | 1 | 3 | 3 | 2 | 2 | 2 | 2 | 3 | 6 | 3 | 4 | 1 | 3 | 3 | 2 | 2 | 2 | 2 | 3 | 6 | 3 | 4 | 1 | 3 | 3 | 2 | 2 | 2 | 2 | 2 | 2 | 3 | | |
| | Lighting Switch 燈掣 | 11 | 6 | 10 | 5 | 6 | 6 | 8 | 8 | 6 | 6 | 8 | 11 | 6 | 10 | 5 | 6 | 6 | 8 | 8 | 6 | 6 | 8 | 11 | 6 | 10 | 5 | 6 | 6 | 8 | 8 | 6 | 6 | 8 | | | | |
| | Switch for Exhaust Fan 抽氣扇開關 | 2 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | |
| | 13A Single Socket Outlet with USB Port 13A 單位電插座配USB接口 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 13A Twin Socket Outlet 13A 雙位電插座 | 4 | 3 | 4 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 4 | 3 | 4 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 4 | 3 | 4 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | |
| | Telephone Outlet 電話插座 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | |
| | TV-FM Outlet 電視-電台接收插座 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | |
| | Connection point for Air-conditioner (Indoor Unit) 空調接駁點 (室內機) | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | Video Door Phone with Door Bell Function 視像對講機附有門鈴功能 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | Miniature Circuit Breaker Board 總電掣箱 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | Connection Point for Built-in 1 Door Refrigerator 嵌入式單門雪櫃接駁點 | - | - | - | 1 | - | - | - | - | 1 | 1 | - | - | - | - | 1 | - | - | - | - | 1 | 1 | - | - | - | - | 1 | - | - | - | - | 1 | - | - | - | - | 1 | - |
| | Connection Point for Built-in 2 Doors Refrigerator 嵌入式雙門雪櫃接駁點 | - | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | - | - | - | 1 | - |

Remarks :

1. "1, 2," denotes the quantity of such provision(s) provided in the residential property.
2. "-" denotes "not applicable".
3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch on/off button(s).
4. 4/F, 13/F, 24/F and 24/F are omitted.

備註：

1. "1, 2," 表示提供於該住宅物業內的裝置數量。
2. "-" 代表 "不適用"。
3. 說明表所顯示的燈掣數量是表示燈掣開/ 關的數量。
4. 不設4樓、13樓、14樓及24樓。

Fittings, finishes and appliances

裝置、裝修物料及設備

Tower 1 第1座 Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

| Location 位置 | Description 描述 | 2/F 2樓 | | | | | | | | | | | | 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、15樓至23樓及25樓至28樓 | | | | | | | | | | | | 29/F 29樓 | | | | | | | | | | | |
|--------------------------|--|-----------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------------|---|---|---|---|---|---|---|---|--|--|--|
| | | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | | | |
| Master Bedroom 主人睡房 | Lighting Point 燈位 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | | | |
| | Lighting Switch 燈掣 | 3 | - | 3 | - | - | - | - | - | - | - | - | 3 | - | 3 | - | - | - | - | - | - | - | - | 3 | - | 3 | - | - | - | - | - | - | - | - | | | |
| | Switch for Exhaust Fan 抽氣扇開關 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | | | |
| | 13A Twin Socket Outlet 13A 雙位電插座 | 2 | - | 2 | - | - | - | - | - | - | - | - | 2 | - | 2 | - | - | - | - | - | - | - | - | 2 | - | 2 | - | - | - | - | - | - | - | - | | | |
| | Telephone Outlet 電話插座 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | | | |
| | TV-FM Outlet 電視-電台接收插座 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | | | |
| | Connection Point for Air-conditioner (Indoor Unit) 空調接駁點 (室內機) | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | | | |
| Master Bathroom 主人房浴室 | Lighting Point 燈位 | 3 | - | 3 | - | - | - | - | - | - | - | 3 | - | 3 | - | - | - | - | - | - | - | - | 3 | - | 3 | - | - | - | - | - | - | - | - | | | | |
| | 13A Single Socket Outlet with USB Port 13A 單位電插座配USB接口 | 1 | - | 1 | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | | | | |
| | 13A Twin Socket Outlet 13A 雙位電插座 | 1 | - | 1 | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | | | | |
| | Connection Point for Mirror Cabinet Lighting 鏡櫃燈接駁點 | 1 | - | 1 | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | | | | |
| | Connection Point For Exhaust Fan 抽氣扇接駁點 | 1 | - | 1 | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | | | | |
| | Connection Point for Thermal Ventilator 浴室換氣暖風機接駁點 | 1 | - | 1 | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | | | | |
| | Town Gas Water Heater Remote Control 煤氣熱水爐溫度控制器 | 1 | - | 1 | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | | | | |

Remarks :

- “1, 2,” denotes the quantity of such provision(s) provided in the residential property.
- “-” denotes “not applicable”.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch on/off button(s).
- 4/F, 13/F, 24/F and 24/F are omitted.

備註：

- “1, 2,” 表示提供於該住宅物業內的裝置數量。
- “-” 代表 “不適用”。
- 說明表所顯示的燈掣數量是表示燈掣開/ 關的數量。
- 不設4樓、13樓、14樓及24樓。

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

Tower 1 第1座 Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

| Location 位置 | Description 描述 | 2/F 2樓 | | | | | | | | | | | 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、15樓至23樓及25樓至28樓 | | | | | | | | | | | 29/F 29樓 | | | | | | | | | | | | |
|-------------------|--|-----------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------------|---|---|---|---|---|---|---|---|---|---|---|---|
| | | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | | |
| Bedroom 1 睡房 1 | Lighting Point 燈位 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 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 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | 13A Twin Socket Outlet 13A 雙位電插座 | - | 2 | - | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | - | 2 | - | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | - | 2 | - | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| | Telephone Outlet 電話插座 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | TV-FM Outlet 電視-電台接收插座 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | Connection Point for Air-conditioner (Indoor Unit) 空調接駁點 (室內機) | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| Bedroom 2 睡房 2 | Lighting Point 燈位 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 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 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | - | - | 1 |
| | 13A Single Socket Outlet 13A 單位電插座 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | - | - | 1 |
| | 13A Twin Socket Outlet 13A 雙位電插座 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | - | - | 1 |
| | Telephone Outlet 電話插座 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | - | - | 1 |
| | TV-FM Outlet 電視-電台接收插座 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | - | - | 1 |
| | Connection point for Air-conditioner (Indoor Unit) 空調接駁點 (室內機) | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | - | - | 1 |

Remarks :

- “1, 2,” denotes the quantity of such provision(s) provided in the residential property.
- “-” denotes “not applicable”.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch on/off button(s).
- 4/F, 13/F, 24/F and 24/F are omitted.

備註：

- “1, 2,” 表示提供於該住宅物業內的裝置數量。
- “-” 代表 “不適用”。
- 說明表所顯示的燈掣數量是表示燈掣開/ 關的數量。
- 不設4樓、13樓、14樓及24樓。

Fittings, finishes and appliances

裝置、裝修物料及設備

Tower 1 第1座 Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

| Location 位置 | Description 描述 | 2/F 2樓 | | | | | | | | | | | 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、15樓至23樓及25樓至28樓 | | | | | | | | | | | 29/F 29樓 | | | | | | | | | | |
|-------------------|--|-----------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------------|---|---|---|---|---|---|---|---|---|---|
| | | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L |
| Bedroom 3 睡房 3 | Lighting Point 燈位 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | Lighting Switch 燈掣 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | 13A Single Socket Outlet 13A 單位電插座 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | 13A Twin Socket Outlet 13A 雙位電插座 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | Telephone Outlet 電話插座 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | TV-FM Outlet 電視-電台接收插座 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | Connection Point for Air-conditioner (Indoor Unit) 空調接駁點 (室內機) | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |

Remarks :

- “1, 2,” denotes the quantity of such provision(s) provided in the residential property.
- “-” denotes “not applicable”.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch on/off button(s).
- 4/F, 13/F, 24/F and 24/F are omitted.

備註：

- “1, 2,” 表示提供於該住宅物業內的裝置數量。
- “-” 代表 “不適用”。
- 說明表所顯示的燈掣數量是表示燈掣開/ 關的數量。
- 不設4樓、13樓、14樓及24樓。

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

Tower 1 第1座 Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

| Location 位置 | Description 描述 | 2/F 2樓 | | | | | | | | | | | 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、15樓至23樓及25樓至28樓 | | | | | | | | | | | 29/F 29樓 | | | | | | | | | | |
|----------------|--|-----------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------------|---|---|---|---|---|---|---|---|---|---|
| | | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L |
| Bathroom 浴室 | Lighting Point 燈位 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | |
| | Connection Point for Washer Dryer 洗衣乾衣機接駁點 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | |
| | 13A Single Socket Outlet with USB Port 13A 單位電插座配USB接口 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | 13A Twin Socket Outlet 13A 雙位電插座 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | Connection Point for Mirror Cabinet Lighting 鏡櫃燈接駁點 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | Connection Point For Exhaust Fan 抽氣扇接駁點 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | Connection Point for Thermal Ventilator 浴室換氣暖風機接駁點 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | Town Gas Water Heater Remote Control 煤氣熱水爐溫度控制器 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | |
| | Washer Dryer Connection Point (Water Inlet) 洗衣乾衣機接駁點(來水位) | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | |
| | Washer Dryer Connection Point (Water Outlet) 洗衣乾衣機接駁點(去水位) | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | |

Remarks :

- “1, 2,” denotes the quantity of such provision(s) provided in the residential property.
- “-” denotes “not applicable”.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch on/off button(s).
- 4/F, 13/F, 24/F and 24/F are omitted.

備註：

- “1, 2,” 表示提供於該住宅物業內的裝置數量。
- “-” 代表“不適用”。
- 說明表所顯示的燈掣數量是表示燈掣開/關的數量。
- 不設4樓、13樓、14樓及24樓。

Fittings, finishes and appliances

裝置、裝修物料及設備

Tower 1 第1座 Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

| Location 位置 | Description 描述 | 2/F 2樓 | | | | | | | | | | | 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、15樓至23樓及25樓至28樓 | | | | | | | | | | | 29/F 29樓 | | | | | | | | | | |
|-----------------------|--|-----------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------------|---|---|---|---|---|---|---|---|---|---|
| | | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L |
| Open Kitchen 開放式廚房 | Lighting Point 燈位 | - | - | - | 1 | - | - | 1 | 1 | 1 | 1 | - | - | - | - | 1 | - | - | 1 | 1 | 1 | 1 | - | - | - | - | 1 | - | - | 1 | 1 | 1 | 1 | - |
| | 13A Twin Socket Outlet with USB Port 13A 雙位電插座配USB接口 | - | 1 | - | - | 1 | 1 | - | - | - | - | 1 | - | 1 | - | - | 1 | 1 | - | - | - | - | 1 | - | 1 | - | - | 1 | 1 | - | - | - | - | 1 |
| | Connection Point for Domino 2-zone Induction Hob 嵌入式電磁爐接駁點 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | Connection point for Telescopic Cooker Hood 拉趟式抽油煙機接駁點 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | Connection Point for Built-in 2 Doors Refrigerator 嵌入式雙門雪櫃接駁點 | - | 1 | - | - | 1 | 1 | 1 | 1 | - | - | - | - | 1 | - | - | 1 | 1 | 1 | 1 | - | - | - | - | 1 | - | - | 1 | 1 | 1 | 1 | - | - | - |
| | Connection Point for Built-in Combination Steam Oven 嵌入式蒸焗爐接駁點 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| | Connection Point for Kitchen Cabinet Electrically Operated Lift-up Basket 廚房吊櫃電動升降籃接駁點 | - | 1 | - | - | 1 | 1 | - | - | - | - | 1 | - | 1 | - | - | 1 | 1 | - | - | - | - | 1 | - | 1 | - | - | 1 | 1 | - | - | - | - | 1 |
| | Power Bar 多功能插蘇板 | - | - | - | 1 | - | - | 1 | 1 | 1 | 1 | - | - | - | - | 1 | - | - | 1 | 1 | 1 | 1 | - | - | - | - | 1 | - | - | 1 | 1 | 1 | 1 | - |
| | Connection Point for Kitchen Cabinet Lighting 廚房櫃燈接駁點 | - | 1 | - | - | 1 | 1 | 1 | 1 | - | - | 1 | - | 1 | - | - | 1 | 1 | 1 | 1 | - | - | 1 | - | 1 | - | - | 1 | 1 | 1 | 1 | - | - | 1 |

Remarks :

- “1, 2,” denotes the quantity of such provision(s) provided in the residential property.
- “-” denotes “not applicable”.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch on/off button(s).
- 4/F, 13/F, 24/F and 24/F are omitted.

備註：

- “1, 2,” 表示提供於該住宅物業內的裝置數量。
- “-” 代表 “不適用”。
- 說明表所顯示的燈掣數量是表示燈掣開/ 關的數量。
- 不設4樓、13樓、14樓及24樓。

Fittings, finishes and appliances

裝置、裝修物料及設備

Tower 1 第1座 Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

| Location 位置 | Description 描述 | 2/F 2樓 | | | | | | | | | | | 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、15樓至23樓及25樓至28樓 | | | | | | | | | | | 29/F 29樓 | | | | | | | | | | |
|--|---|-----------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------------|---|---|---|---|---|---|---|---|---|---|
| | | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L |
| Kitchen 廚房 | Lighting Point 燈位 | 3 | - | 3 | - | - | - | - | - | - | - | - | 3 | - | 3 | - | - | - | - | - | - | - | - | 3 | - | 3 | - | - | - | - | - | - | - | - |
| | 13A Twin Socket Outlet with USB Port 13A 雙位電插座配USB接口 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | Connection Point for Domino town gas wok burner 單頭煤氣煮食爐接駁點 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | Connection Point for Domino double burner 雙頭煤氣煮食爐接駁點 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | Connection Point for Telescopic Cooker Hood 拉趟式抽油煙機接駁點 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | Connection Point for Built-in 2-Doors Refrigerator 嵌入式雙門雪櫃接駁點 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | Connection Point for Built-in Combination Steam Oven 嵌入式蒸焗爐接駁點 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | Power Bar 多功能插蘇板 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | Connection Point for Kitchen Cabinet Lighting 廚房櫃燈接駁點 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - |
| | Connection Point for Gas Water Heater 煤氣熱水爐接駁點 | 1 | - | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - |
| Connection Point For Exhaust Fan 抽氣扇接駁點 | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | |

Remarks :

- “1, 2,” denotes the quantity of such provision(s) provided in the residential property.
- “-” denotes “not applicable”.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch on/off button(s).
- 4/F, 13/F, 24/F and 24/F are omitted.

備註：

- “1, 2,” 表示提供於該住宅物業內的裝置數量。
- “-” 代表 “不適用”。
- 說明表所顯示的燈掣數量是表示燈掣開/ 關的數量。
- 不設4樓、13樓、14樓及24樓。

Fittings, finishes and appliances

裝置、裝修物料及設備

Tower 1 第1座 Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

| Location 位置 | Description 描述 | 2/F 2樓 | | | | | | | | | | | | 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 3樓、5樓至12樓、15樓至23樓及25樓至28樓 | | | | | | | | | | | | 29/F 29樓 | | | | | | | | | | | |
|--|--|-----------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|-------------|---|---|---|---|---|---|---|---|---|--|--|
| | | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | | | |
| Store Room 儲物室 | Lighting Point 燈位 | 1 | - | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | - | - | | |
| | Lighting Switch 燈掣 | 2 | - | - | - | - | - | - | - | - | - | - | 2 | - | - | - | - | - | - | - | - | - | 2 | - | - | - | - | - | - | - | - | - | - | - | | | |
| | 13A Twin Socket Outlet 13A 雙位電插座 | 1 | - | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | - | | | |
| | Switch for Exhaust Fan 抽氣扇開關 | 1 | - | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | - | | | |
| | Connection Point for Air-conditioner (Indoor Unit) 空調接駁點 (室內機) | 1 | - | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | - | | | |
| | Miniature Circuit Breaker Board 總電掣箱 | 1 | - | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | - | | | |
| Lavatory 盥洗室 | Lighting Point 燈位 | 1 | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | - | | | | |
| | Connection Point For Exhaust Fan 抽氣扇接駁點 | 1 | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | - | | | | |
| Balcony & 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 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | |
| | 13A Watertight Single Socket Outlet 13A 單位防水電插座 | - | - | - | 1 | 1 | 1 | 1 | 1 | - | - | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | |
| | Connection Point for Washer Dryer 洗衣乾衣機接駁點 | - | - | - | 1 | 1 | 1 | 1 | 1 | - | - | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | |
| | Connection Point for Laundry Cabinet Lighting 洗衣機櫃燈接駁點 | - | - | - | 1 | 1 | 1 | 1 | 1 | - | - | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | |
| | Connection Point for Gas Water Heater 煤氣熱水爐接駁點 | - | - | 2 | 1 | 1 | 1 | 1 | 1 | - | - | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | |
| | Washer Dryer Connection Point (Water Inlet) 洗衣乾衣機接駁點 (來水位) | - | - | - | 1 | 1 | 1 | 1 | 1 | - | - | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | |
| | Washer Dryer Connection Point (Water Outlet) 洗衣乾衣機接駁點 (去水位) | - | - | - | 1 | 1 | 1 | 1 | 1 | - | - | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | - | 1 | - | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | | | | |

Remarks :

- “1, 2,” denotes the quantity of such provision(s) provided in the residential property.
- “-” denotes “not applicable”.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch on/off button(s).
- 4/F, 13/F, 24/F and 24/F are omitted.

備註：

- “1, 2,” 表示提供於該住宅物業內的裝置數量。
- “-” 代表 “不適用”。
- 說明表所顯示的燈掣數量是表示燈掣開/ 關的數量。
- 不設4樓、13樓、14樓及24樓。

Fittings, finishes and appliances

裝置、裝修物料及設備

Tower 1 第1座

Appliances Schedule 設備說明表

| Location 位置 | Appliance 設備 | Brand 品牌 | Model No. 型號 | 2/F 2樓 | | | | | | | | | | | | 3/F, 5/F - 12/F, 15/F - 23/F, 25/F - 29/F 3樓、5樓至12樓、15樓至23樓及25樓至29樓 | | | | | | | | | | | |
|---|--|-----------------------------|-----------------|-----------|---|---|---|---|---|---|---|---|---|---|---|--|---|---|---|---|---|---|---|---|---|---|--|
| | | | | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | | |
| Living Room / Dining Room / Master Bedroom / Bedrooms / Store Room 客廳 / 飯廳 / 主人睡房 / 睡房 / 儲物室 | Split-type Air-conditioner (Indoor Unit) 分體式空調(室內機) | Mitsubishi Electric 三菱電機 | MSZ-GE25VA-E1 | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | |
| | | | MSZ-GE35VA-E1 | - | ✓ | - | - | ✓ | ✓ | ✓ | ✓ | - | - | ✓ | - | ✓ | - | - | ✓ | ✓ | ✓ | ✓ | - | - | ✓ | | |
| | | | MSZ-GE50VA-E1 | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | - | ✓ | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | |
| | | | MSZ-GE60VA-E1 | - | - | - | - | - | - | - | - | - | - | ✓ | - | - | - | - | - | - | - | - | - | - | ✓ | | |
| | MSZ-GE71VA-E1 | | ✓ | - | ✓ | - | - | - | - | - | - | - | - | ✓ | - | ✓ | - | - | - | - | - | - | - | - | - | | |
| | VRF Multi-Split Air Conditioner (Indoor Unit) 變頻多聯分體式空調(室內機) | | PKFY-P20VLM-E | ✓ | - | - | - | - | - | - | - | - | - | - | ✓ | - | - | - | - | - | - | - | - | - | - | | |
| | | | PKFY-P25VLM-E | ✓ | - | ✓ | - | - | - | - | - | - | - | - | ✓ | - | ✓ | - | - | - | - | - | - | - | - | | |
| | | | PKFY-P32VLM-E | ✓ | - | ✓ | - | - | - | - | - | - | - | - | ✓ | - | ✓ | - | - | - | - | - | - | - | - | | |
| Built-in 1 Door Refrigerator 嵌入式單門雪櫃 | Siemens 西門子 | KI42LADD1K | - | - | - | ✓ | - | - | - | - | ✓ | ✓ | - | - | - | - | ✓ | - | - | - | ✓ | ✓ | - | | | | |
| Built-in 2 Doors Refrigerator 嵌入式雙門雪櫃 | Siemens 西門子 | KI86NAF31K | - | - | - | - | - | - | - | - | - | - | ✓ | - | - | - | - | - | - | - | - | - | ✓ | | | | |
| Master Bathroom / Bathroom 主人房浴室 / 浴室 | Thermo Ventilator 浴室換氣暖風機 | Panasonic 樂聲牌 | FV-40BE3H2 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | |
| | Exhaust Fan 抽氣扇 | Östberg 奧斯博格 | LPK 125 A1 | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | |
| | Washer Dryer 洗衣乾衣機 | Zanussi 金章 | ZWD814 | ✓ | - | ✓ | - | - | - | - | - | - | - | ✓ | - | ✓ | - | - | - | - | - | - | - | | | | |
| Open Kitchen 開放式廚房 | Domino 2-Zone Induction Hob 嵌入式電磁爐 | Siemens 西門子 | EH375FBB1E | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | |
| | Built-in 2 Doors Refrigerator 嵌入式雙門雪櫃 | Siemens 西門子 | KI86NAF31K | - | ✓ | - | - | ✓ | ✓ | ✓ | ✓ | - | - | - | - | ✓ | - | - | ✓ | ✓ | ✓ | ✓ | - | | | | |
| | Built-in Combination Steam Oven 嵌入式蒸焗爐 | Siemens 西門子 | CS589ABS0H | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | |
| | Telescopic Cooker Hood 拉趟式抽油煙機 | Siemens 西門子 | LI67SA531B | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | |

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

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Remarks :

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

備註：

- “✓” 表示此設備於該住宅物業內提供及/或安裝。
- “-” 代表 “不適用”。
- 不設4樓、13樓、14樓及24樓。

Fittings, finishes and appliances

裝置、裝修物料及設備

Tower 1 第1座

Appliances Schedule 設備說明表

| Location 位置 | Appliance 設備 | Brand 品牌 | Model No. 型號 | 2/F 2樓 | | | | | | | | | | | | 3/F, 5/F - 12/F, 15/F - 23/F, 25/F - 29/F 3樓、5樓至12樓、15樓至23樓及25樓至29樓 | | | | | | | | | | | |
|--|---|-----------------------------|-----------------|-----------|---|---|---|---|---|---|---|---|---|---|---|--|---|---|---|---|---|---|---|---|---|--|--|
| | | | | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | | |
| Kitchen 廚房 | Domino Double Burner 雙頭煤氣煮食爐 | Siemens 西門子 | ER3A6BB70X | ✓ | - | ✓ | - | - | - | - | - | - | - | - | ✓ | - | ✓ | - | - | - | - | - | - | - | | | |
| | Domino Town Gas Wok Burner 單頭煤氣煮食爐 | Siemens 西門子 | ER3A6AB70X | ✓ | - | ✓ | - | - | - | - | - | - | - | - | ✓ | - | ✓ | - | - | - | - | - | - | - | | | |
| | Built-in 2 Doors Refrigerator 嵌入式雙門雪櫃 | Siemens 西門子 | KI86NAF31K | ✓ | - | ✓ | - | - | - | - | - | - | - | - | ✓ | - | ✓ | - | - | - | - | - | - | - | | | |
| | Built-in Combination Steam Oven 嵌入式蒸焗爐 | Siemens 西門子 | CS589ABS0H | ✓ | - | ✓ | - | - | - | - | - | - | - | - | ✓ | - | ✓ | - | - | - | - | - | - | - | | | |
| | Telescopic Cooker Hood 拉趟式抽油煙機 | Siemens 西門子 | LI97SA531B | ✓ | - | ✓ | - | - | - | - | - | - | - | - | ✓ | - | ✓ | - | - | - | - | - | - | - | | | |
| | Gas Water Heater 煤氣熱水爐 | TGC | TRJW222TFQL | ✓ | - | - | - | - | - | - | - | - | - | - | ✓ | - | - | - | - | - | - | - | - | - | | | |
| | Exhaust Fan 抽氣扇 | Östberg 奧斯博格 | LPK 125 A1 | ✓ | - | ✓ | - | - | - | - | - | - | - | - | ✓ | - | ✓ | - | - | - | - | - | - | - | | | |
| Lavatory 盥洗室 | Exhaust Fan 抽氣扇 | Östberg 奧斯博格 | LPK 125 A1 | ✓ | - | - | - | - | - | - | - | - | - | ✓ | - | - | - | - | - | - | - | - | - | | | | |
| Balcony & Utility Platform / 露台及工作平台 / 私人平台 | Washer Dryer 洗衣乾衣機 | Zanussi 金章 | ZWD814 | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | - | ✓ | - | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | | | | |
| | Gas Water Heater 煤氣熱水爐 | TGC | RBOX16QL | - | - | ✓ | ✓ | - | - | ✓ | - | - | ✓ | - | - | ✓ | ✓ | - | - | ✓ | - | - | ✓ | | | | |
| | | | RBOX16QR | ✓ | ✓ | ✓ | - | ✓ | ✓ | - | ✓ | ✓ | - | ✓ | ✓ | ✓ | ✓ | - | ✓ | ✓ | - | ✓ | ✓ | - | | | |
| | Split-type Air-conditioner (Outdoor unit) 分體式空調(室外機) | Mitsubishi Electric 三菱電機 | MXZ-5E102VA | - | - | - | - | - | - | - | - | ✓ | ✓ | - | - | - | - | - | - | - | - | - | - | | | | |
| | | | MXZ-6D122VA2 | - | ✓ | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | | |
| | VRF Multi-Split Air-conditioner (Outdoor Unit) 變頻多聯分體式空調(室外機) | | PUMY-SP125VKM2 | ✓ | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | | | |

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

Remarks :

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

賣方承諾如期數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物業內提供及/或安裝。
- “-” 代表 “不適用”。
- 不設4樓、13樓、14樓及24樓。

Fittings, finishes and appliances

裝置、裝修物料及設備

Tower 1 第1座 Appliances Schedule 設備說明表

| Location 位置 | Appliance 設備 | Brand 品牌 | Model No. 型號 | 2/F 2樓 | | | | | | | | | | | | 3/F, 5/F - 12/F, 15/F - 23/F, 25/F - 29/F 3樓、5樓至12樓、15樓至23樓及25樓至29樓 | | | | | | | | | | | |
|-----------------------------------|--|-----------------------------|-----------------|-----------|---|---|---|---|---|---|---|---|---|---|---|--|---|---|---|---|---|---|---|---|---|---|--|
| | | | | A | B | C | D | E | F | G | H | J | K | L | A | B | C | D | E | F | G | H | J | K | L | | |
| Air Conditioner Platform 空調機平台 | Split-type Air-conditioner (Outdoor unit) 分體式空調 (室外機) | Mitsubishi Electric 三菱電機 | MXZ-5E102VA | - | - | - | ✓ | - | - | - | - | - | - | - | - | - | - | - | ✓ | - | - | - | - | ✓ | ✓ | - | |
| | | | MXZ-6D122VA2 | - | - | - | - | ✓ | ✓ | ✓ | ✓ | - | - | ✓ | - | ✓ | - | - | ✓ | ✓ | ✓ | ✓ | - | - | - | ✓ | |
| | | | MUZ-GE71VA-E1 | - | - | ✓ | - | - | - | - | - | - | - | - | ✓ | - | ✓ | - | - | - | - | - | - | - | - | - | |
| | VRF Multi-Split Air-conditioner (Outdoor Unit) 變頻多聯分體式空調 (室外機) | | PUMY-SP100VKM2 | - | - | ✓ | - | - | - | - | - | - | - | - | - | - | ✓ | - | - | - | - | - | - | - | - | | |
| | PUMY-SP125VKM2 | | - | - | - | - | - | - | - | - | - | - | - | ✓ | - | - | - | - | - | - | - | - | - | - | - | | |

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

Remarks :

1. “✓” means such appliance(s) is / are provided and / or installed in the residential property.
2. “-” denotes “not applicable”.
3. 4/F, 13/F, 14/F and 24/F are omitted.

賣方承諾如期數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：

1. “✓” 表示此設備於該住宅物業內提供及/或安裝。
2. “-” 代表 “不適用”。
3. 不設4樓、13樓、14樓及24樓。

Service agreements 服務協議

Potable and flushing water is supplied by Water Supplies Department.

Electricity is supplied by CLP Power Hong Kong Limited.

Town gas 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。

Government rent 地稅

The vendor (the owner) is liable for the Government rent payable for the specified residential property of the Phase up to and including the date of the respective assignment of the residential property to the purchaser.

賣方 (擁有人) 有法律責任就期數的指明住宅物業繳付直至並包括有關個別住宅物業之買方簽署轉讓契之日期為止的地稅。

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.

Remarks :

On that delivery, the purchaser is liable to pay a debris removal fee to the manager (not the owner) under the deed of mutual covenant, and where the owner has paid that debris removal fee, the purchaser shall reimburse the owner for the same.

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，買方不須向擁有人支付清理廢料的費用。

備註：

在交付時，買方須根據公契向管理人(而非擁有人)支付清理廢料的費用，如擁有人已支付清理廢料的費用，買方須向擁有人補還清理廢料的費用。

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 residential property, remedy any defects to the residential property, or the fittings, finishes or appliances to be incorporated into the residential property as set out in the agreement for sale and purchase concerned, 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。

Maintenance of slopes

斜坡維修

Not applicable

不適用

Modification

修訂

Not applicable

不適用

Address of the website designated by the vendor for the phase
賣方就期數指定的互聯網網站的網址

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

賣方為施行《一手住宅物業銷售條例》第2部而就期數指定的互聯網網站的網址為：
www.thepaviliaforest.com.hk/tpfiii

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 phase.

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) |
|--|--|------------------------------------|
| 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) | Not applicable 不適用 |
| 2. | Plant rooms and similar services 機房及相類設施 | |
| 2.1 (#) | Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》(《作業備考》) 或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等 | 128.291 |
| 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 | 277.391 |
| 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 | Not applicable 不適用 |
| 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 | 268.825 |
| 4. | Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂 | Not applicable 不適用 |
| 5. | Communal sky garden 公用空中花園 | Not applicable 不適用 |
| 6. | Acoustic fin 隔聲鰭 | Not applicable 不適用 |
| 7. | Wing wall, wind catcher and funnel 翼牆、捕風器及風斗 | Not applicable 不適用 |
| 8. | Non-structural prefabricated external wall 非結構預製外牆 | 78.240 |
| 9. | Utility platform 工作平台 | 201.000 |
| 10. | Noise barrier 隔音屏障 | Not applicable 不適用 |

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 | | |
| 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 | Not applicable 不適用 |
| 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 | Not applicable 不適用 |
| 13.(#) | Covered landscaped and play area 有蓋園景區及遊樂場地 | Not applicable 不適用 |
| 14.(#) | Horizontal screen / covered walkway and trellis 橫向屏障/有蓋人行道及花棚 | Not applicable 不適用 |
| 15.(#) | Larger lift shaft 擴大升降機槽 | 143.833 |
| 16. | Chimney shaft 煙囪管道 | Not applicable 不適用 |
| 17. | Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要機房，例如鍋爐房、衛星電視共用天線房 | Not applicable 不適用 |
| 18.(#) | Pipe duct, air duct for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽及氣槽 | 159.139 |
| 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 | Not applicable 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 | Not applicable 不適用 |
| 21. | Void in duplex domestic flat and house 複式住宅單位及洋房的中空空間 | Not applicable 不適用 |
| 22.(#) | Sunshade and reflector 遮陽篷及反光罩 | Not applicable 不適用 |
| 23. | Minor projection such as A/C box, A/C platform, window cill and projecting window 小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台 | Not applicable 不適用 |
| 24. | Other projection such as A/C box and platform not covered in paragraph 3(b) and (c) of PNAP APP-19 《作業備考》APP-19第3(b)及3(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台 | Not applicable 不適用 |

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) |
|---|---|------------------------------------|
| 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 | Not applicable 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 | Not applicable 不適用 |
| 27. | Public transport terminus 公共交通總站 | Not applicable 不適用 |
| 28. | Party structure and common staircase 共用構築物及公用樓梯 | Not applicable 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 | 77.961 |
| 30. | Public passage 公眾通道 | Not applicable 不適用 |
| 31. | Covered set back area 有蓋的後移部分 | Not applicable 不適用 |
| Bonus GFA 額外總樓面面積 | | |
| 32. | Bonus GFA 額外總樓面面積 | Not applicable 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 | Not applicable 不適用 |

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

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

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 Building 建築物的環境評估

Green Building Certification

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

Provisional GOLD




Application no.: PAG0101/22

綠色建築認證

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

**暫定評級
金級**




申請編號: PAG0101/22

Estimated Energy Performance or Consumption for the Common Parts of the Phase 期數的公用部分的預計能量表現或消耗

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

| Part I 第I部分 | | |
|--|---|---|
| Provision of Central Air Conditioning 提供中央空調 | | No 否 |
| Provision of Energy Efficient Features 提供具能源效益的設施 | | Yes 是 |
| Energy Efficient Features proposed 擬安裝的具能源效益的設施 | 1. VRV AC UNITS WITH HIGHER COP 2. HIGH ENERGY EFFICIENT LED LIGHTING SYSTEM 3. HIGH ENERGY EFFICIENT LIFT SYSTEM | 1. 變頻冷媒多聯式冷氣系統 2. 高效能LED照明系統 3. 高效能升降系統 |

| 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 | 11,881 | 191 | - | 165 | - |

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 | - | - | ✓ |

Remark:

The above tables are prepared based on the submitted Declaration on Annual Energy Use of a Building Development, reflecting the estimated energy performance or consumption for the common parts of the Development (rather than the Phase).

備註：

以上表格根據已提交的樓宇發展項目每年能源消耗量聲明準備，反映整個發展項目(並非本期數)的公用部份的預計能量表現或消耗。

Notes:

- 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 Phase by the internal floor area served, where:
 - “total annual energy use” has the same meaning of “annual energy use” in the BEAM Plus New Buildings (current version); and
 - “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.
- “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” in the BEAM Plus New Buildings (current version).
- “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.

註腳：

- 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]，指將期數的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：-
 - “每年能源消耗量”與新建樓宇 BEAM Plus 標準(現行版本)中的「年能源消耗」具有相同涵義；及
 - 樓宇、空間或單位的“內部樓面面積”，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- “基線樓宇”與新建樓宇 BEAM Plus 標準(現行版本)中的“基準建築物模式(零分標準)”具有相同涵義。
- “中央屋宇裝備裝置”與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。

Information required by the Director of Lands to be set out in the sales brochure as a condition for giving the presale consent 地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Residential Unit or the Parking Space specified in the Agreement for Sale and Purchase, sub-sell that Residential Unit or Parking Space or transfer the benefit of the Agreement for Sale and Purchase of that Residential Unit or Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
2. If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase, agrees (at its own discretion) to cancel the Agreement for Sale and Purchase or the obligations of the purchaser under the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit and the Parking Space specified in the Agreement for Sale and Purchase and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.
3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Government Grant up to and including the date of the respective Assignments to the purchasers.
4. The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Phase 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.
1. 買方須於正式買賣合約下與賣方約定，除訂立按揭或押記外，在買賣完成及簽署轉讓契前，買方不得提名任何人士接受正式買賣合約指明之住宅單位或停車位之轉讓、轉售該住宅單位或停車位或以任何形式轉移該住宅單位或停車位之正式買賣合約之權益，或訂立任何有關上述提名、轉售或轉移權益之協議。
2. 若賣方應正式買賣合約下買方要求同意(同意與否賣方有酌情權決定)取消正式買賣合約或正式買賣合約下買方之責任，賣方有權保留等同正式買賣合約指明之住宅單位及停車位總售價5%之金額，另買方須向賣方繳付或補還(視屬何情況而定)所有與取消正式買賣合約有關之法律費用、收費及開銷(包括任何印花稅)。
3. 賣方將會或已經(視屬何情況而定)支付所有關於發展項目在其上興建之土地於批地文件日期起計至相關買家轉讓契日期(包括該兩日)期間之未付地稅。
4. 已簽署正式買賣合約之買方有權查閱，亦可要求取得有關完成興建期數所需的總建築費及總專業服務費與及截至提出該要求之前一個月月底為止已花費及支付的總建築費及總專業服務費之最新資料副本一份，惟買方須就每項上述獲得副本之要求繳付不超過港幣一百元之象徵式費用。

There may be future changes to the Phase and the surrounding areas.
期數及其周邊地區日後可能出現改變。

Date of Printing : 9 July 2024
印製日期：2024年7月9日

