IE MOMENT

SABLIER®

SALES BROCHURE 售樓説明書



一手住宅物業買家須知

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

#### For all first-hand residential properties

## 1. Important information

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

# 2. Fees, mortgage loan and property price

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

#### 3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or
  any financial advantage or benefit to be made available in connection with the purchase of the residential
  properties, such information will also be set out in the price list.

• If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans<sup>1</sup> 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 property<sup>2</sup>. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

#### 5. Sales brochure

- Ensure that the sales brochure you have obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- Read through the sales brochure and in particular, check the following information in the sales brochure -whether there is a section on "relevant information" in the sales brochure, under which information on any
  matter that is known to the vendor but is not known to the general public, and is likely to materially affect the
  enjoyment of a residential property will be set out. Please note that information contained in a document that
  has been registered with the Land Registry will not be regarded as "relevant information";

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

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

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

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

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

# 8. Register of Transactions

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

#### 9. Agreement for sale and purchase

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

### 10. Expression of intent of purchasing a residential property

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

# 11. Appointment of estate agent

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

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- -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 date<sup>3</sup> for the development in the sales brochure.
- -The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.
- Handing over date
- -The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document/a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
- ➤ For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
- ➤ For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the 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;
- right force majeure or Act of God;
- ightharpoonup 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.

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- -The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

## For first-hand completed residential properties

### 16. Vendor's information form

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

## 17. Viewing of property

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

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

Website : www.srpa.gov.hk

Telephone : 2817 3313

Email : enquiry\_srpa@hd.gov.hk

Fax : 2219 2220

#### Other useful contacts:

#### **Consumer Council**

Website : www.consumer.org.hk

Telephone : 2929 2222

Email : cc@consumer.org.hk

Fax : 2856 3611

#### **Estate Agents Authority**

Website : www.eaa.org.hk Telephone : 2111 2777

Email : enquiry@eaa.org.hk

Fax : 2598 9596

# Real Estate Developers Association of Hong Kong

Telephone : 2826 0111 Fax : 2845 2521

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

<sup>&</sup>lt;sup>1</sup> 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

<sup>&</sup>lt;sup>2</sup> 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—

<sup>(</sup>i) the external dimensions of each residential property;

<sup>(</sup>ii) the internal dimensions of each residential property;

<sup>(</sup>iii) the thickness of the internal partitions of each residential property;

<sup>(</sup>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.

<sup>&</sup>lt;sup>3</sup> Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

# 一手住字物業買家須知

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

## 4. 物業的面積及四周環境

- ・留意載於售樓說明書和價單內的物業面積資料,以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」),賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言,實用面積指該住宅物業的樓面面積,包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積:(i)露台;(ii)工作平台;以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭或庭院的每一項目的面積,即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖,均須述明每個住宅物業的外部和內部尺寸²。售樓說明書所提供有關住宅物業外部和內部的尺寸,不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具,應留意這點。
- 親臨發展項目的所在地實地視察,以了解有關物業的四周環境(包括交通和社區設施);亦應查詢有 否任何城市規劃方案和議決,會對有關的物業造成影響;參閱載於售樓說明書內的位置圖、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。
- 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」;
- 横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横截面,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。横截面圖能以圖解形式,顯示出建築物 最低一層住宅樓層和街道水平的高低差距,不論該最低住宅樓層以何種方式命名;
- 室內和外部的裝置、裝修物料和設備;
- 管理費按甚麼基準分擔;
- 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支,以及有關公眾休憩用地或公共設施的位置;以及
- 小業主是否須要負責維修斜坡。

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## 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」,您可從該「消耗表」,得悉在每個銷售日的銷售進度資料,包括在該個銷售日開始時有哪些住宅物業可供出售,以及在該個銷售日內有哪些住宅物業已獲揀選及售出。
- 切勿隨便相信有關發展項目銷情的傳言, 倉卒簽立臨時買賣合約。

# 8. 成交紀錄冊

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

## 9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- · 留意有關物業買賣交易所包括的裝置、裝修物料和設備, 須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積,而該面積通常較該物業的 實用面積為大。
- 訂立臨時買賣合約時,您須向擁有人(即賣方)支付樓價5%的臨時訂金。
- 如您在訂立臨時買賣合約後五個工作日(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內,沒有簽立買賣合約,該臨時買賣合約即告終止,有關臨時訂金(即樓價的5%)會被沒收,而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。

- 在訂立臨時買賣合約後的五個工作日之內,倘您簽立買賣合約,則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金,應付予負責為所涉物業擔任保證金保存人的律師事務所。

# 10. 表達購樓意向

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

一手住字物業買家須知

## 適用於一手未落成住宅物業

## 13. 預售樓花同意書

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

# 14. 示範單位

- · 賣方不一定須設置示範單位供準買家或公眾參觀,但賣方如為某指明住宅物業設置示範單位,必須 首先設置該住宅物業的無改動示範單位,才可設置該住宅物業的經改動示範單位,並可以就該住宅 物業設置多於一個經改動示範單位。
- 參觀示範單位時,務必視察無改動示範單位,以便與經改動示範單位作出比較。然而,條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時,應已提供有關發展項目的售樓說明書。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等同買家的「收樓日期」。買家的「收樓日期」 必定較發展項目的預計關鍵日期遲。
- 收樓日期
- -條例規定買賣合約須載有強制性條文,列明賣方須於買賣合約內列出的預計關鍵日期後的14日內,以書面為發展項目申請佔用文件、合格證明書,或地政總署署長的轉讓同意(視屬何種情況而定)。

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

# 一手住宅物業買家須知

# 17. 參觀物業

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

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

網址: www.srpa.gov.hk

電話: 2817 3313

電郵: enquiry\_srpa@hd.gov.hk

傳真: 2219 2220

其他相關聯絡資料:

# 消費者委員會

網址: www.consumer.org.hk

電話: 2929 2222

電郵: cc@consumer.org.hk

傳真: 2856 3611

# 地產代理監管局

網址: www.eaa.org.hk 電話: 2111 2777

電郵: enquiry@eaa.org.hk

傳真: 2598 9596

# 香港地產建設商會

電話: 2826 0111 傳真: 2845 2521

運輸及房屋局

一手住宅物業銷售監管局

2017年8月

<sup>」</sup>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。

<sup>&</sup>lt;sup>2</sup> 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一

<sup>(</sup>i) 每個住宅物業的外部尺寸;

<sup>(</sup>ii) 每個住宅物業的內部尺寸;

<sup>(</sup>iii) 每個住宅物業的內部間隔的厚度;

<sup>(</sup>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。

<sup>&</sup>lt;sup>3</sup>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况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。

# INFORMATION ON THE DEVELOPMENT

發展項目的資料

The Name of the Street at which the Development is situated and the Street Number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Development 8 Fuk Chak Street\*

### The Development consists of 1 multi-unit building

### Total Number of Storeys of each multi-unit building

28 storeys

including podium level (G/F and 1/F) and refuge floor excluding Transfer Plate, Roof, Lift Machine Room Floor, Floor at +105.120, Floor at +107.440 and Top Roof

Floor Numbering in each multi-unit building as provided in the approved building plans for the Development G/F, 1/F-3/F, 5/F-13/F, 15/F-23/F, 25/F-30/F, Roof and Top Roof

Omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order 4/F, 14/F and 24/F

# Refuge floors (if any) of each multi-unit building

22/F

### The Development is an uncompleted development

The Estimated Material Date for the Development as provided by the Authorized Person for the Development 30 November 2021

The Estimated Material Date is subject to any extension of time that is permitted under the agreement for sale and purchase.

Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Development has been completed or is deemed to be completed (as the case may be).

發展項目所位於的街道的名稱及由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數 福澤街8號\*

# 發展項目包含1幢多單位建築物

# 每幢多單位建築物的樓層的總數

28層

包括基座樓層(地下及1樓)及庇護層 不包括結構轉換層、天台、升降機機房層、+105.120樓層、+107.440樓層及頂層天台

# 發展項目的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

地下、1樓至3樓、5樓至13樓、15樓至23樓、25樓至30樓、天台及頂層天台

# 每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

4樓、14樓及24樓

# 每幢多單位建築物內的庇護層(如有的話)

22樓

## 本發展項目屬未落成發展項目

由發展項目的認可人士提供的發展項目的預計關鍵日期 2021年11月30日

預計關鍵日期是受到買賣合約所允許的任何延期所規限的。

根據批地文件,進行該項買賣,需獲地政總署署長同意。為買賣合約的目的,在不局限任何其他可用以 證明該項目落成的方法的原則下,地政總署署長發出的合格證明書或轉讓同意,即為該項目已落成或當 作已落成(視屬何情況而定)的確證。

\* 此臨時門牌號數有待差餉物業估價署在發展項目建成時確認。

<sup>\*</sup> The provisional street number is subject to confirmation from the Rating and Valuation Department when the Development is completed.

# INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方及有參與發展項目的其他人的資料

Vendor

Urban Renewal Authority (as "Owner")1

Chevalier Pacific Limited (as "Person so engaged)<sup>2</sup>

Holding company of the Vendor

Holding company of the Owner (Urban Renewal Authority):

Not applicable

Holding companies of the Person so engaged (Chevalier Pacific Limited):

Rosy Goal Limited

CIH (BVI) Limited

Chevalier International Holdings Limited

**Authorized Person for the Development** 

Mr. Kwan Wing Hong Dominic

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

K & W Architects Limited

**Building Contractor for the Development** 

Chevalier (Construction) Company Limited

The firm of solicitors acting for the Owner in relation to the sale of residential properties in the Development

Mayer Brown and Deacons

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

Shanghai Commercial Bank Limited (Undertaking to be provided upon commencement of sale)

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

Chevalier Project Management Limited

賣方

市區重建局(作為"擁有人")1

其士泛亞有限公司(作為"如此聘用的人")2

賣方的控權公司

擁有人(市區重建局)的控權公司:

不適用

如此聘用的人(其士泛亞有限公司)的控權公司:

Rosy Goal Limited

CIH (BVI) Limited

Chevalier International Holdings Limited

發展項目的認可人士

關永康先生

發展項目的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

關黃建築師有限公司

發展項目的承建商

其士(建築)有限公司

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所

孖士打律師行及的近律師行

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構

上海商業銀行有限公司(於開售前提供承諾)

已為發展項目的建造提供貸款的任何其他人

其士項目管理有限公司

Notes

1 "Owner" means the legal or beneficial owner of the residential properties in the Development

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

附註:

1"擁有人"指發展項目住宅物業的法律上的擁有人或實益擁有人。

2 "如此聘用的人"指擁有人聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士。

# RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

(a)	The Vendor or a building contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of an Authorized Person for the Development;	Not Applicable
(b)	The Vendor or a building contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of such an Authorized Person;	Not Applicable
(c)	The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an Authorized Person;	No
(d)	The Vendor or a building contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of an associate of such an Authorized Person;	Not Applicable
(e)	The Vendor or a building contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of an associate of such an Authorized Person;	Not Applicable
(f)	The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of an associate of such an Authorized Person;	No
(g)	The Vendor or a building contractor for the Development is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development;	Not Applicable
(h)	The Vendor or a building contractor for the Development is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development;	Not Applicable
(i)	The Vendor or a building contractor for the Development is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of a proprietor of such a firm of solicitors;	No
(j)	The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a private company, and an Authorized Person for the Development, or an associate of such an Authorized Person, holds at least 10% of the issued shares in that Vendor, holding company or contractor;	No
(k)	The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a listed company, and such an Authorized Person, or such an associate, holds at least 1% of the issued shares in that Vendor, holding company or contractor;	No
(1)	The Vendor or a building contractor for the Development is a corporation, and such an Authorized Person, or such an associate, is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;	No
(m)	The Vendor or a building contractor for the Development is a partnership, and such an Authorized Person, or such an associate, is an employee of that Vendor or contractor;	Not Applicable
(n)	The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development holds at least 10% of the issued shares in that Vendor, holding company or contractor;	No
(0)	The Vendor, a holding company of the Vendor, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor, holding company or contractor;	No
(p)	The Vendor or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor;	No
(q)	The Vendor or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor or contractor;	Not Applicable
(r)	The Vendor or a building contractor for the Development is a corporation, and the corporation of which an Authorized Person for the Development is a director or employee in his or her professional capacity is an associate corporation of that Vendor or contractor or of a holding company of that Vendor;	No
(s)	The Vendor or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that Vendor or of a holding company of that Vendor;	Yes The Building Contractor, Chevalier (Construction) Company Limited, is an associate corporation of Person so engaged (Chevalier Pacific Limited) and of the holding companies of Person so engaged (Rosy Goal Limited, CIH (BVI) Limited, Chevalier International Holdings Limited).

Note:
A reference to the Vendor in this section is a reference to either Urban Renewal Authority (as "Owner") or Chevalier Pacfic Limited (as "Person so engaged")

# RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

(a)	賣方或有關發展項目的承建商屬個人,並屬該項目的認可人士的家人;	不適用
(b)	賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬上述認可人士的家人;	不適用
(c)	賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人;	否
(d)	賣方或該項目的承建商屬個人,並屬上述認可人士的有聯繫人士的家人;	不適用
(e)	賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人;	不適用
(f)	賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人;	否
(g)	賣方或該項目的承建商屬個人,並屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人;	不適用
(h)	賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人;	不適用
(i)	賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人;	否
(j)	賣方、賣方的控權公司或有關發展項目的承建商屬私人公司,而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少 10%的已發行股份;	否
(k)	賣方、賣方的控權公司或該項目的承建商屬上市公司,而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份;	否
(1)	賣方或該項目的承建商屬法團,而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書;	否
(m)	賣方或該項目的承建商屬合夥,而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員;	不適用
(n)	賣方、賣方的控權公司或該項目的承建商屬私人公司,而就該項目中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權 公司或承建商最少10%的已發行股份;	否
(o)	賣方、賣方的控權公司或該項目的承建商屬上市公司,而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份;	否
(p)	賣方或該項目的承建商屬法團,而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書;	否
(q)	賣方或該項目的承建商屬合夥,而上述律師事務所的經營人屬該賣方或承建商的僱員;	不適用
(r)	賣方或該項目的承建商屬法團,而該項目的認可人士以其專業身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;	否
(s)	賣方或該項目的承建商屬法團,而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	是 承建商其士 (建築) 有限公司屬如此聘用的人 (其士泛 亞有限公司) 的有聯繫法團,以及如此聘用的人的控權 公司 (Rosy Goal Limited,CIH (BVI) Limited,Chevalier International Holdings Limited) 的有聯繫法團。

附註: 在本節提述賣方即提述市區重建局(作為"擁有人")或其士泛亞有限公司(作為"如此聘用的人")。

# INFORMATION ON DESIGN OF THE DEVELOPMENT

發展項目的設計的資料

There will be non-structural prefabricated external walls forming part of the enclosing walls of the Development. The range of thickness of the non-structural prefabricated external walls of each block is 150mm. There will be curtain walls forming part of the enclosing walls of the Development.

The range of thickness of the curtain walls of each building is 200mm.

發展項目將會有構成圍封牆的一部分的非結構的預製外牆。 每幢建築物的非結構的預製外牆的厚度範圍為150毫米。 發展項目將會有構成圍封牆的一部分的幕牆。 每幢建築物的幕牆的厚度範圍為200毫米。

Schedule of the total area of the non-structural prefabricated external walls and curtain walls of each residential property 每個住宅物業的非結構的預製外牆及幕牆的總面積表

Block Name 大廈名稱	Floor 樓層	Flat 單位	The total area of the curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)	The total area of the non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
	2/F	A	0.576	0.244
		В	1.001	0.195
		С	0.923	-
	2樓	D	0.934	-
		Е	0.961	0.195
		F	0.576	0.244
	3/F, 5/F-13/F, 15/F-21/F, 23/F & 25/F-28/F 3樓、 5樓至13樓、 15樓至21樓、 23樓及25樓至28樓	A	0.412	0.244
		В	0.837	0.195
Sablier		С	0.935	-
傲寓		D	0.934	-
		Е	0.797	0.195
		F	0.412	0.244
	29/F 29樓	A	1.756	0.244
		В	0.935	-
		С	0.934	-
		D	1.725	0.244
	30/F	A	3.417	-
	30樓	В	3.392	-

4/F, 14/F and 24/F are omitted. 22/F is refuge floor.

附註: 不設4樓、14樓及24樓。22樓為庇護層。

# INFORMATION ON PROPERTY MANAGEMENT

物業管理的資料

The Person appointed as the manager of the Development under the latest draft Deed of Mutual Covenant: The latest draft of the Deed of Mutual Covenant does not provide the name of the manager of the Development, and the Vendor intends to appoint Chevalier Property Management Limited as the manager of the Development upon signing of the Deed of Mutual Covenant.

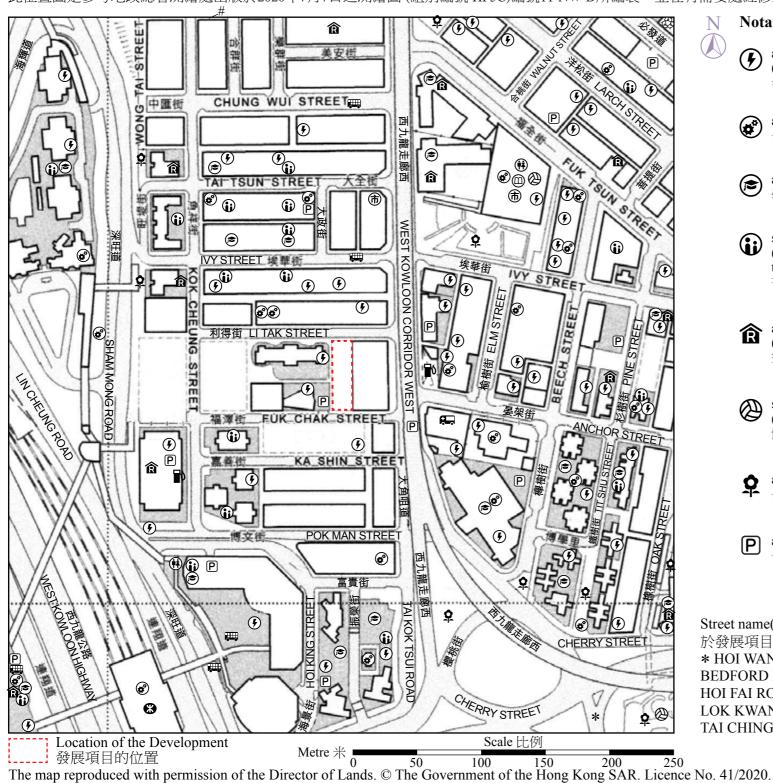
# 根據公契的最新擬稿,獲委任為發展項目的管理人的人:

公契的最新擬稿未有提供發展項目管理人的名稱,而賣方擬在簽立公契時委任其士富居物業管理有限公司為發展項目的管理人。

# LOCATION PLAN OF THE DEVELOPMENT

發展項目的所在位置圖

The Location Plan is made with reference to the Survey Sheet (Series HP5C) Sheet No. 11-NW-D dated 7 July 2020 from Survey and Mapping Office of the Lands Department with adjustments where necessary. 此位置圖是參考地政總署測繪處出版於2020年7月7日之測繪圖(組別編號 HP5C)編號11-NW-D所編製,並在有需要處經修正處理



Notation 圖例:

a power plant (including electricity sub-stations) 發電廠 (包括電力分站)

a public utility installation 公用事業設施裝置

a school (including a kindergarten) 學校(包括幼稚園)

social welfare facilities (including an elderly centre and a home for the mentally disabled) 社會福利設施(包括老人中心及弱智人士護理院)

a religious institution (including a church, a temple and a Tsz Tong) 宗教場所 (包括教堂,廟宇及祠堂)

sports facilities (including a sports ground and a swimming pool) 體育設施(包括運動場及游泳池)

a public park 公園

TAI CHING STREET 大政街

P a public carpark (including a lorry park) 公眾停車場(包括貨車停泊處)

a public convenience

a public transport terminal (including a rail station) 公共交通總站(包括鐵路車站)

> a library 圖書館

a market (including a wet market and a wholesale market) 市場(包括濕貨市場及批發市場)

an ambulance depot 救護車站

a petrol filling station

a refuse collection point 垃圾收集站

Street name(s) not shown in full in the Location Plan of the Development:

於發展項目的所在位置圖未能顯示之街道全名:

\* HOI WANG ROAD 海泓道 # WAI ON STREET 惠安街 BEDFORD ROAD 必發道 CHUN WING STREET 振榮街 HOP KWAN STREET 合群街 HOI FAI ROAD 海輝道 LOK KWAN STREET 樂群街 MEI ON STREET 美安街

FOO KWAI STREET 富貴街 LIME STREET 菩提街 POK HOK LANE 博學里

地圖版權屬香港特區政府,經地政總署准許複印,版權特許編號41/2020

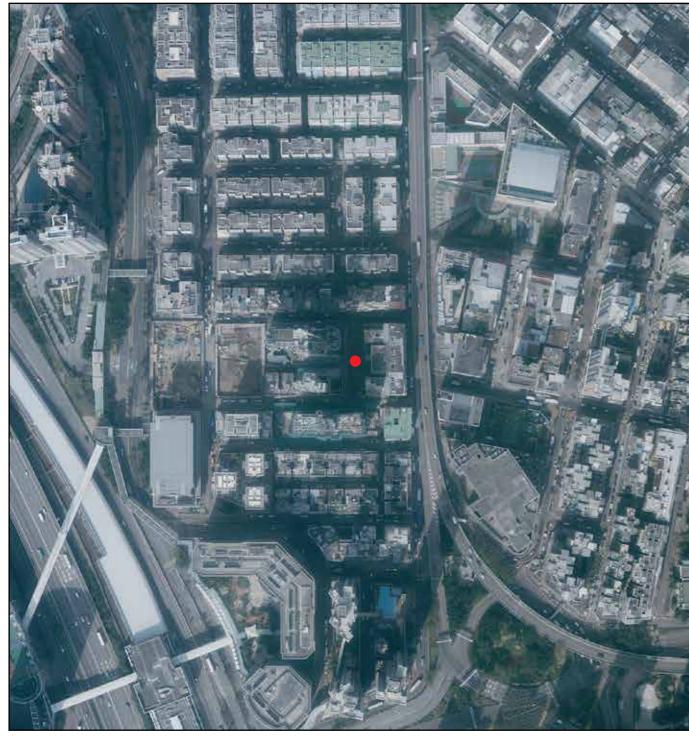
- 1. The vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
- 2. Due to technical reasons, this location plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

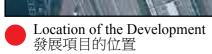
- 1. 賣方建議準買方到該發展地盤作實地考察,以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解
- 2. 因技術原因,所在位置圖顯示的範圍多於《一手住宅物業銷售條例》所要求

# AERIAL PHOTOGRAPH OF THE DEVELOPMENT

發展項目的鳥瞰照片

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, Photo No. E054132C, dated 23 January 2019. 摘錄自地政總署測繪處日期為2019年1月23日在6,900呎的飛行高度拍攝之鳥瞰照片,照片編號E054132C。





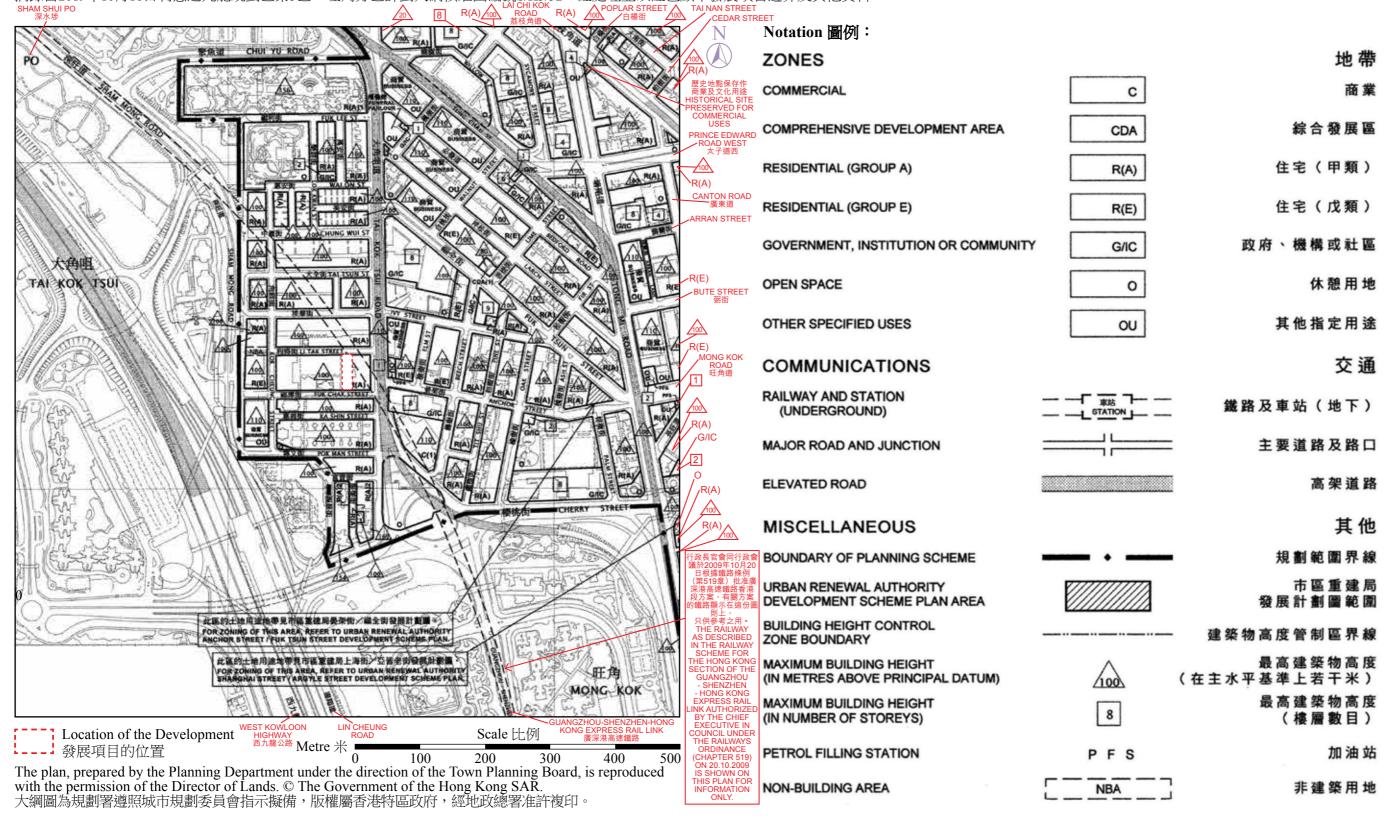
Survey and Mapping Office, Lands Department, The Government of the Hong Kong SAR © Copyright reserved – 香港特區政府地政總署測繪處 © 版權所有,未經許可,不得複印。 reproduction by permission only.

Copy of the aerial photograph of the Development is available for free inspection at the sales office during opening hours.

附註: 發展項目的鳥瞰照片之副本可於售樓處開放時間內免費查閱。

關乎發展項目的分區計劃大綱圖等

Extracted from approved Kowloon Planning Area No.3 - Mong Kok Outline Zoning Plan No. S/K3/32 gazetted on 18 October 2019, with adjustments to show the Development boundary and other information in red. 摘錄自2019年10月18日刊憲之九龍規劃區第3區-旺角分區計劃大綱核准圖編號S/K3/32,經處理並以紅色顯示發展項目邊界及其他資料。

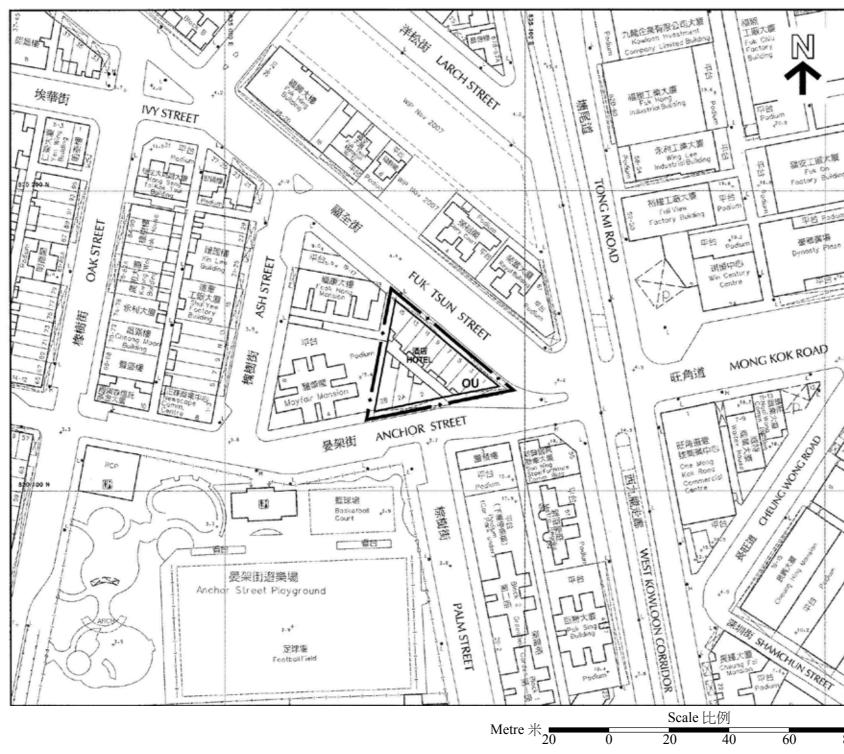


<sup>1.</sup> The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure is available for free inspection at the sales office during opening hours.

<sup>1.</sup> 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表,可於售樓處開放時間內免費查閱 2. The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby. 2. 賣方建議準買家到有關發展地盤作實地考察,以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

關乎發展項目的分區計劃大綱圖等

Extracted from Urban Renewal Authority Anchor Street / Fuk Tsun Street Development Scheme Plan No. S/K3/URA1/2 gazetted on 10 July 2009. 摘錄自2009年7月10日刊憲之市區重建局晏架街 / 福全街發展計劃圖,圖則編號S/K3/URA1/2。



Notation 圖例:

BOUNDARY OF DEVELOPMENT SCHEME

➡ ◆ ➡ 發展計劃範圍界線

OTHER SPECIFIED USES

ου

其他指定用途

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大綱圖為規劃署遵照城市規劃委員會指示擬備,版權屬香港特區政府,經地政總署准許複印。

#### Notes:

1. The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.

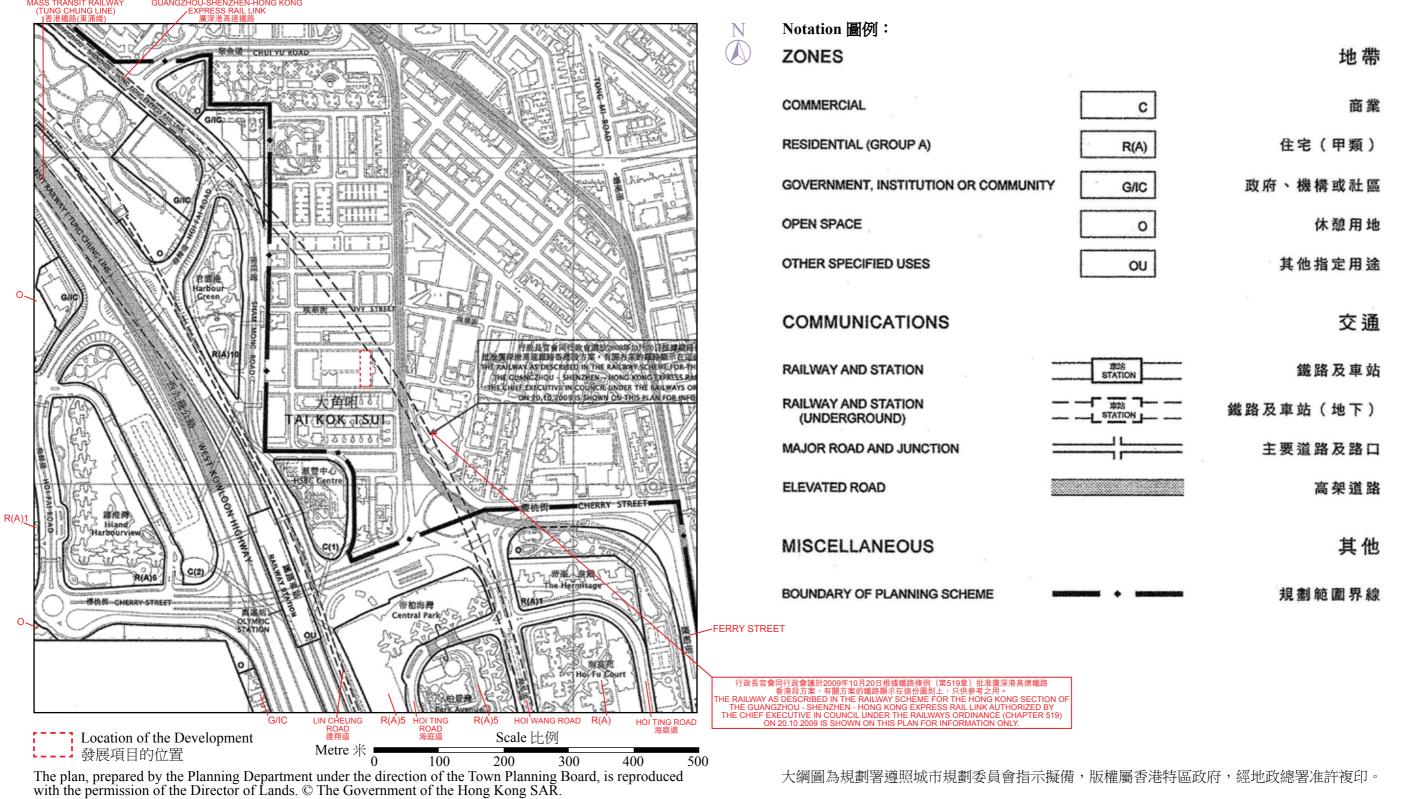
2. For location of the Development, please refer to the approved Kowloon Planning Area No.3 - Mong Kok Outline Zoning Plan No. S/K3/32 shown in this section.

#### 附註:

- arby. 1. 賣方建議準買家到有關發展地盤作實地考察,以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
  - 2. 關於發展項目的位置,請參閱載於本節的摘錄自九龍規劃區第3區 旺角分區計劃大綱核准圖編號S/K3/32

關乎發展項目的分區計劃大綱圖等

Extracted from the approved Kowloon Planning Area No. 20 - South West Kowloon Outline Zoning Plan No. S/K20/30 gazetted on 3 October 2014, with adjustments to show the Development boundary and other information in red. 摘錄自2014年10月3日刊憲之九龍規劃區第20區-西南九龍分區計劃大綱核准圖編號為 S/K20/30,經處理並以紅色顯示發展項目邊界及其他資料。

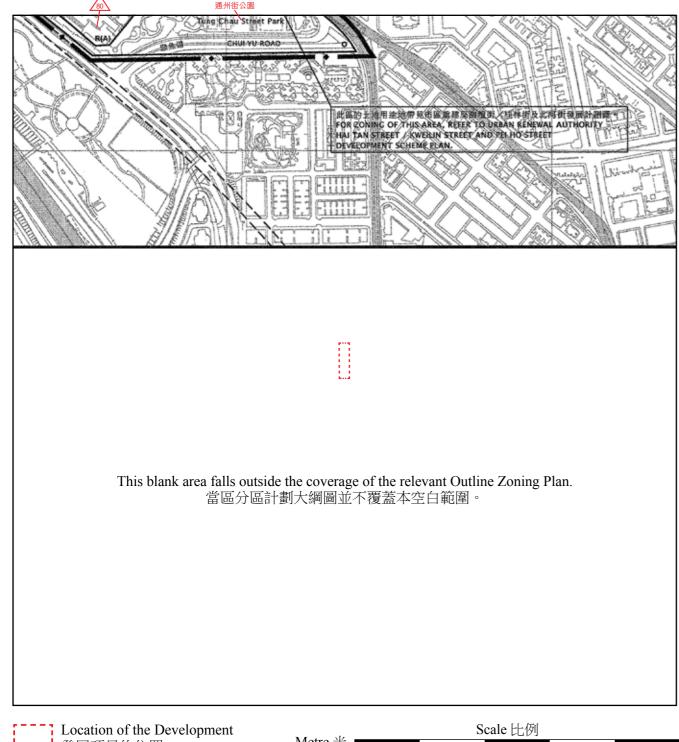


<sup>1.</sup> 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表,可於售樓處開放時間內免費查閱 1. The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure is available for free inspection at the sales office during opening hours. 2. The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby. 2. 賣方建議準買家到有關發展地盤作實地考察,以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

關乎發展項目的分區計劃大綱圖等

Extracted from the approved Kowloon Planning Area No. 5 - Cheung Sha Wan Outline Zoning Plan No. S/K5/37 gazetted on 16 December 2016, with adjustments to show the Development boundary and other information in red. 摘錄自2016年12月16日刊憲之九龍規劃區第5區-長沙灣分區計劃大綱核准圖編號S/K5/37,經處理並以紅色顯示發展項目邊界及其他資料。

Notation 圖例:



Motation in bij		
ZONES		地帶
RESIDENTIAL (GROUP A)	R(A)	住宅(甲類)
OPEN SPACE	0	休憩用地
COMMUNICATIONS		交 通
RAILWAY AND STATION (UNDERGROUND)		鐵路及車站(地下)
MAJOR ROAD AND JUNCTION		主要道路及路口
ELEVATED ROAD		高架道路
MISCELLANEOUS	:	其他
BOUNDARY OF PLANNING SCHEME	-	規劃範圍界線
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM	90	最高建築物高度 (在主水平基準上若干米)

Metre 米 ■ ┗--- 發展項目的位置 200 300 100 500

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大綱圖為規劃署遵照城市規劃委員會指示擬備,版權屬香港特區政府,經地政總署准許複印。

Notes:

1. The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure is available for free inspection at the sales office during opening hours.

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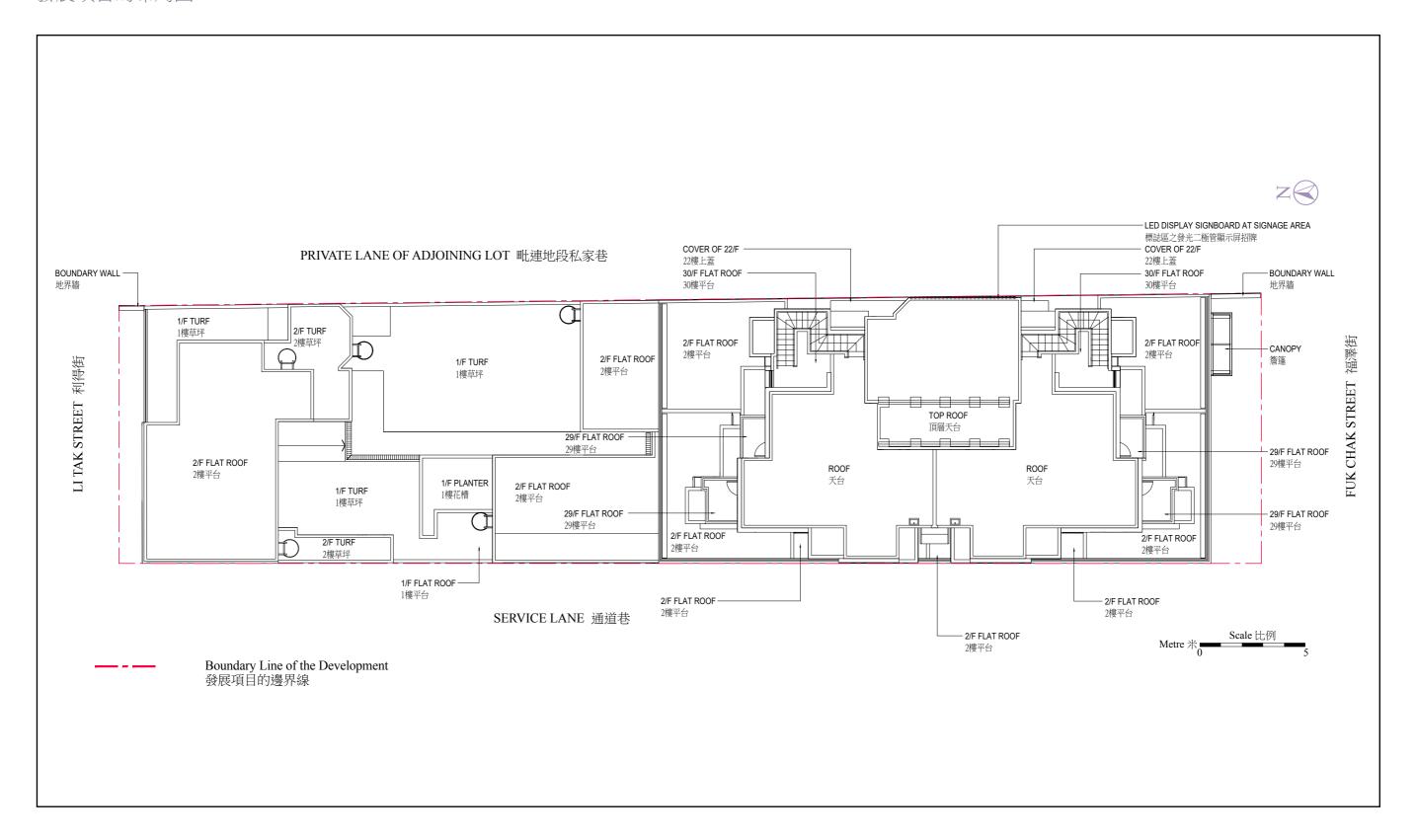
1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表,可於售樓處開放時間內免費查閱。

2. The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.

2. 賣方建議準買家到有關發展地盤作實地考察,以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

# LAYOUT PLAN OF THE DEVELOPMENT

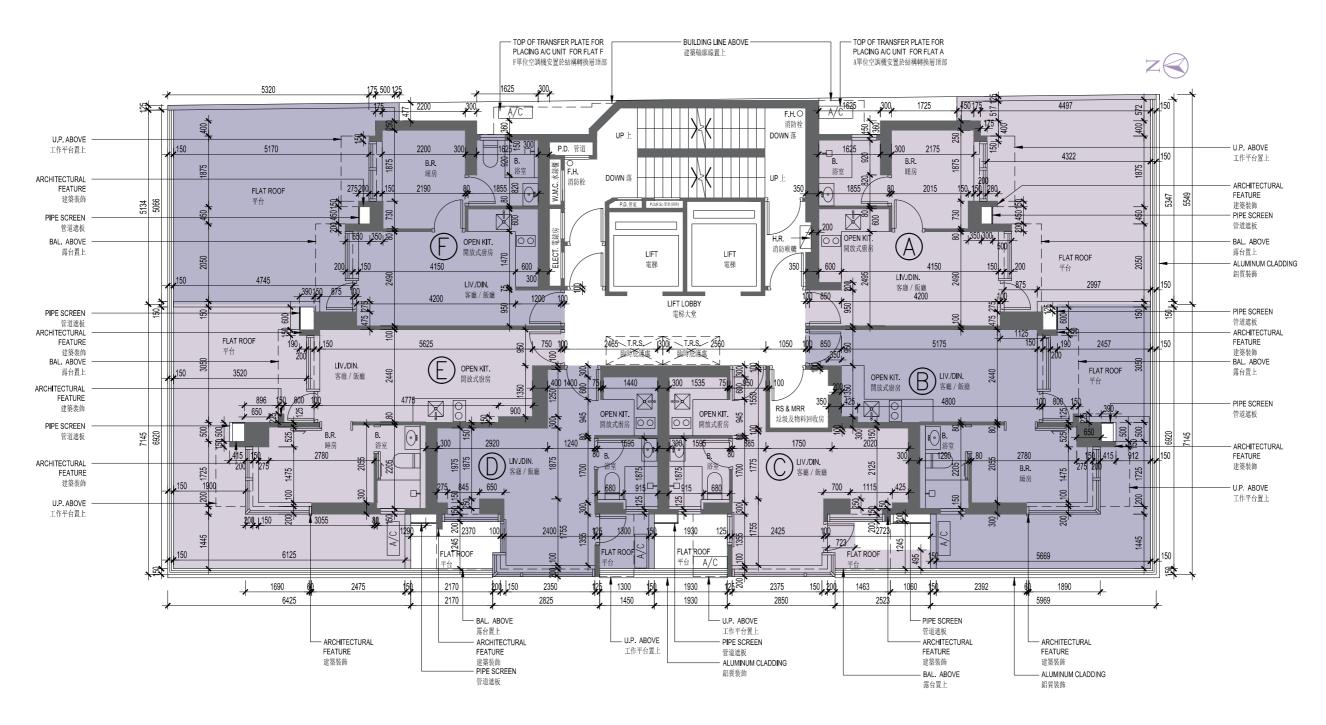
發展項目的布局圖



The estimated date of completion of the buildings and facilities within the Development as provided by the Authorized Person for the Development: 31 December 2020. 由發展項目的認可人士提供的位於發展項目內的建築物及設施的預計落成日期:2020年12月31日。

發展項目的住宅物業的樓面平面圖

2/F 2樓



Notes 附註:

1. The dimensions of floor plans are all structural dimensions in millimetre. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。

2. Please refer to page 36 of this sales brochure for notes and legend of terms and abbreviations shown on this floor plan. 請參閱本售樓說明書第36頁關於本平面圖上顯示的名詞及簡寫之附註及圖例。



發展項目的住宅物業的樓面平面圖

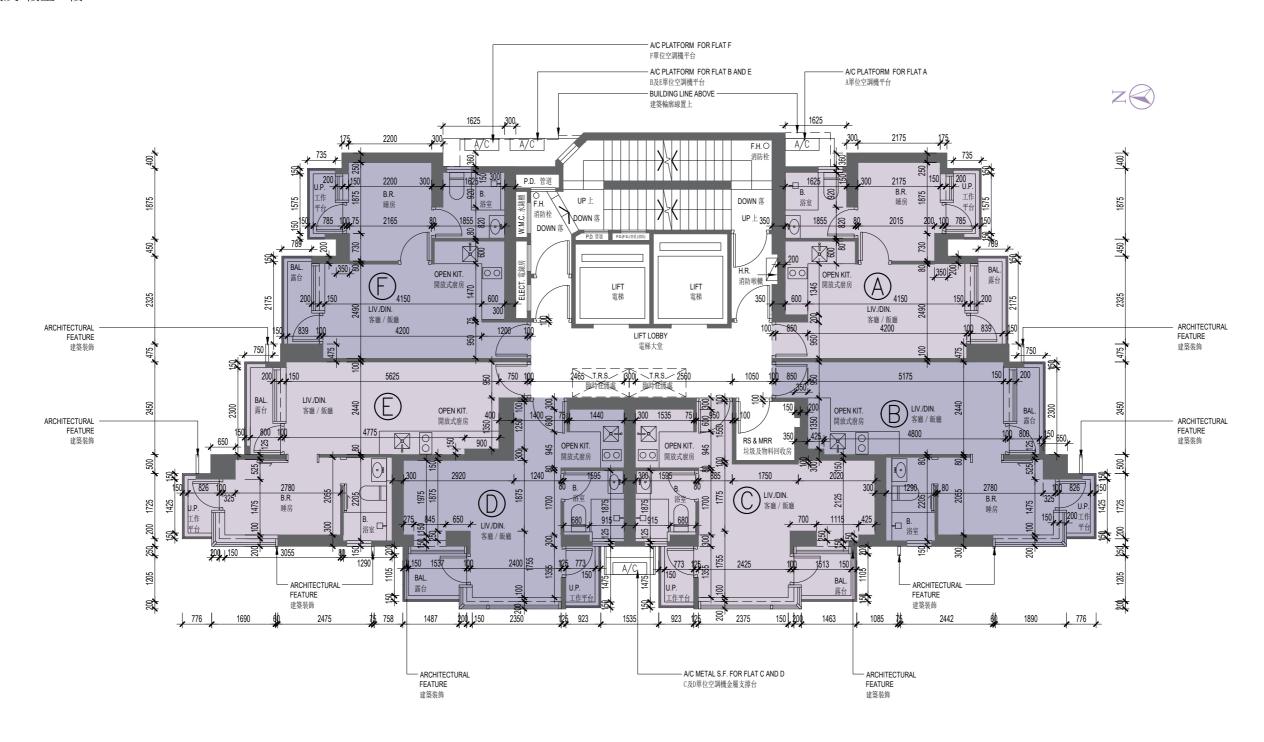
The thickness of the floor slabs (excluding plaster) and floor-to-floor height of each residential property of the Development as provided in the approved building plans are: 按發展項目經批准的建築圖則所規定,發展項目每個住宅物業的樓板 (不包括灰泥) 的厚度及層與層之間的高度為:

Floor 樓層	Flat 單位	Thickness of the Floor Slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	Floor-to-Floor Height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)
	A	150, 200	3100, 3150, 3450
	В	150, 300	3100, 3150, 3200, 3450
2/F	С	150	3100, 3150, 3450
2樓	D	150	3100, 3150, 3450
	E	150, 300	3100, 3150, 3200, 3450
	F	150, 200	3100, 3150, 3450

The internal areas of the residential properties on the upper floors will be generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. 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。

發展項目的住宅物業的樓面平面圖

3/F & 5/F - 11/F 3樓及5樓至11樓



Notes 附註:

1. The dimensions of floor plans are all structural dimensions in millimetre. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。

2. Please refer to page 36 of this sales brochure for notes and legend of terms and abbreviations shown on this floor plan. 請參閱本售樓說明書第36頁關於本平面圖上顯示的名詞及簡寫之附註及圖例。



發展項目的住宅物業的樓面平面圖

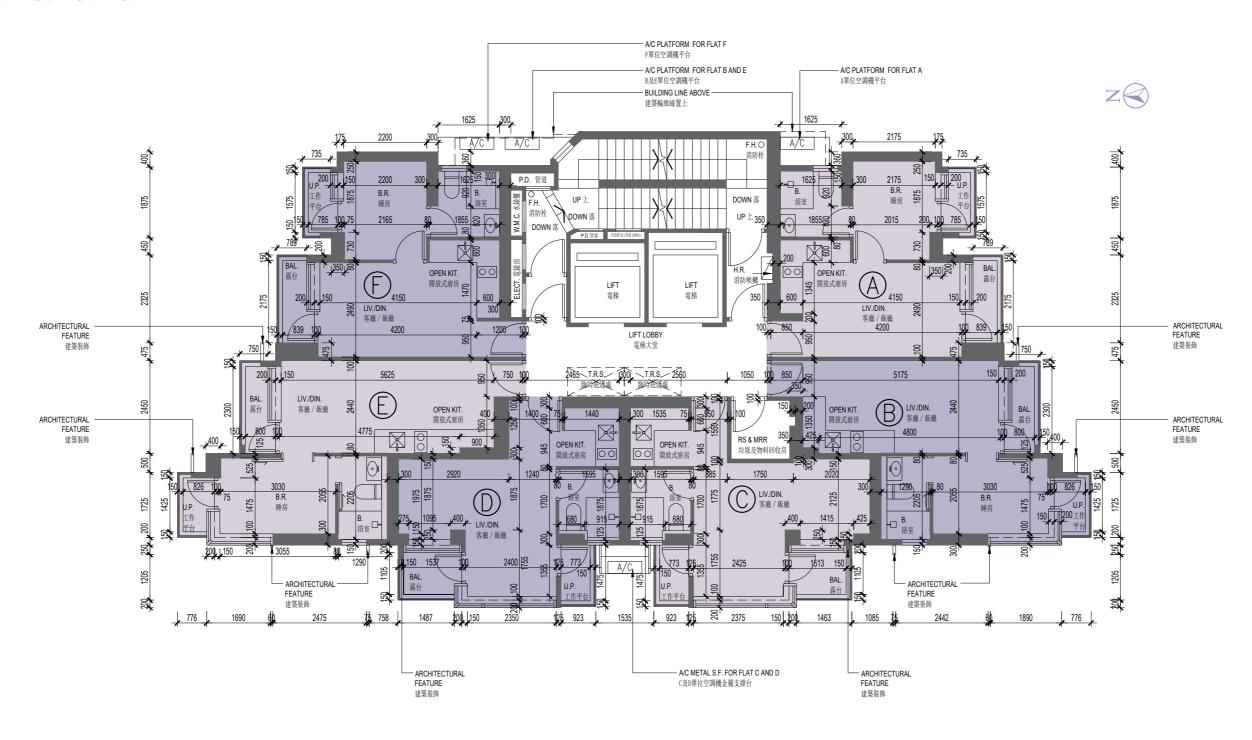
The thickness of the floor slabs (excluding plaster) and floor-to-floor height of each residential property of the Development as provided in the approved building plans are: 按發展項目經批准的建築圖則所規定,發展項目每個住宅物業的樓板 (不包括灰泥) 的厚度及層與層之間的高度為:

Floor 樓層	Flat 單位	Thickness of the Floor Slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	Floor-to-Floor Height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)
	A	150, 200	3150
	В	150, 300	3150
3/F & 5/F - 11/F	С	150	3150
3樓及5樓至11樓	D	150	3150
	E	150, 300	3150
	F	150, 200	3150

The internal areas of the residential properties on the upper floors will be generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. 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。

發展項目的住宅物業的樓面平面圖

12/F - 13/F & 15/F - 21/F 12樓至13樓及15樓至21樓



Notes 附註:

1. The dimensions of floor plans are all structural dimensions in millimetre. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。

2. Please refer to page 36 of this sales brochure for notes and legend of terms and abbreviations shown on this floor plan. 請參閱本售樓說明書第36頁關於本平面圖上顯示的名詞及簡寫之附註及圖例。



發展項目的住宅物業的樓面平面圖

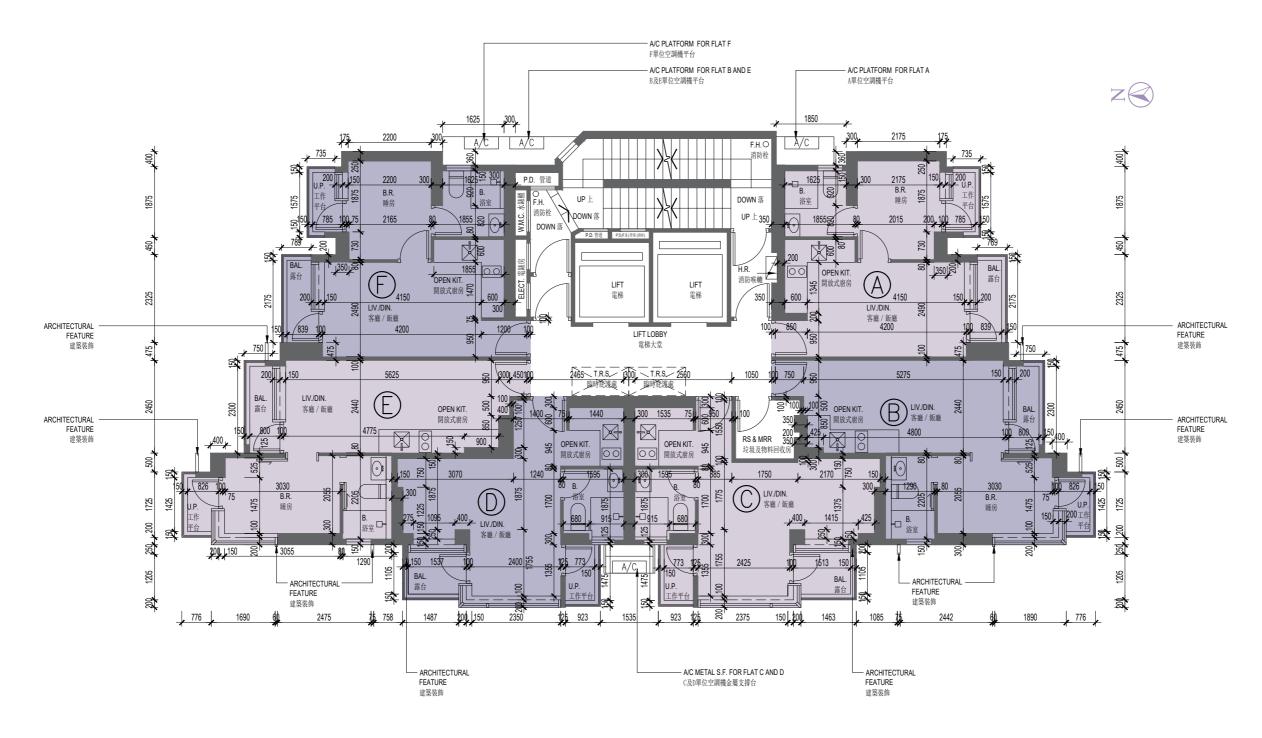
The thickness of the floor slabs (excluding plaster) and floor-to-floor height of each residential property of the Development as provided in the approved building plans are: 按發展項目經批准的建築圖則所規定,發展項目每個住宅物業的樓板 (不包括灰泥) 的厚度及層與層之間的高度為:

Floor 樓層	Flat 單位	Thickness of the Floor Slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	Floor-to-Floor Height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)
	A	150, 200	3150
	В	150, 300	3150
12/F - 13/F & 15/F - 20/F	С	150	3150
12樓至13樓及 15樓至20樓	D	150	3150
	Е	150, 300	3150
	F	150, 200	3150
	A	150	3500, 3750, 3800, 4100
	В	150, 300	3500, 3550, 3850
21/F	С	150	3500, 3550, 3850
21樓	D	150	3500, 3550, 3850
	Е	150, 300	3500, 3550, 3850
	F	150	3500, 3750, 3800, 4100

The internal areas of the residential properties on the upper floors will be generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. 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。

發展項目的住宅物業的樓面平面圖

23/F & 25/F - 28/F 23樓及25樓至28樓



Notes 附註:

1. The dimensions of floor plans are all structural dimensions in millimetre. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。

2. Please refer to page 36 of this sales brochure for notes and legend of terms and abbreviations shown on this floor plan. 請參閱本售樓說明書第36頁關於本平面圖上顯示的名詞及簡寫之附註及圖例。



發展項目的住宅物業的樓面平面圖

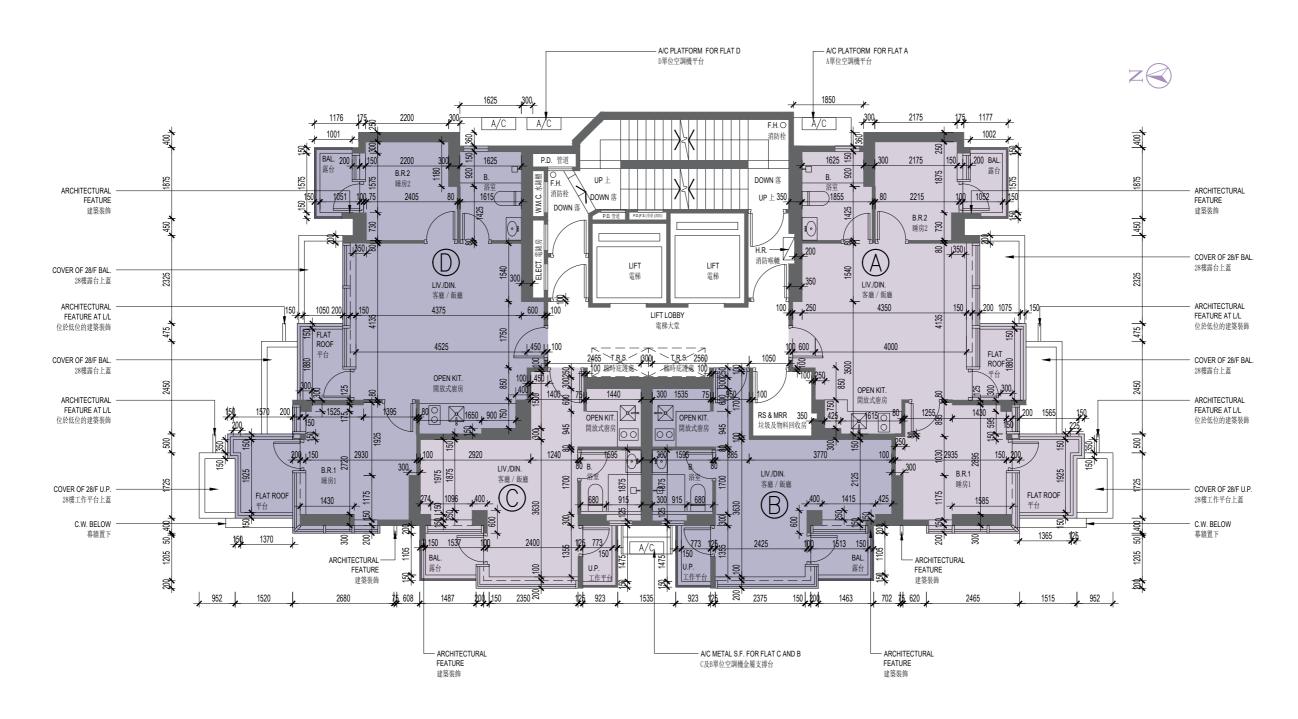
The thickness of the floor slabs (excluding plaster) and floor-to-floor height of each residential property of the Development as provided in the approved building plans are: 按發展項目經批准的建築圖則所規定,發展項目每個住宅物業的樓板 (不包括灰泥) 的厚度及層與層之間的高度為:

Floor 樓層	Flat 單位	Thickness of the Floor Slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	Floor-to-Floor Height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)
	A	150, 200	3150
	В	150, 300	3150
23/F & 25/F - 27/F	С	150	3150
23樓及 25樓至27樓	D	150	3150
	Е	150, 300	3150
	F	150, 200	3150
	A	150	2800, 2850, 3100, 3150, 3200
	В	150, 300	2800, 2900, 3150, 3200, 3500
28/F	С	150	2800, 3100, 3150, 3450
28樓	D	150	2800, 3100, 3150, 3450
	Е	150, 300	2800, 2900, 3150, 3200, 3500
	F	150	2800, 2850, 3100, 3150, 3200

The internal areas of the residential properties on the upper floors will be generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. 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。

發展項目的住宅物業的樓面平面圖

29/F 29樓



Notes 附註:

1. The dimensions of floor plans are all structural dimensions in millimetre. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。

2. Please refer to page 36 of this sales brochure for notes and legend of terms and abbreviations shown on this floor plan. 請參閱本售樓說明書第36頁關於本平面圖上顯示的名詞及簡寫之附註及圖例。



發展項目的住宅物業的樓面平面圖

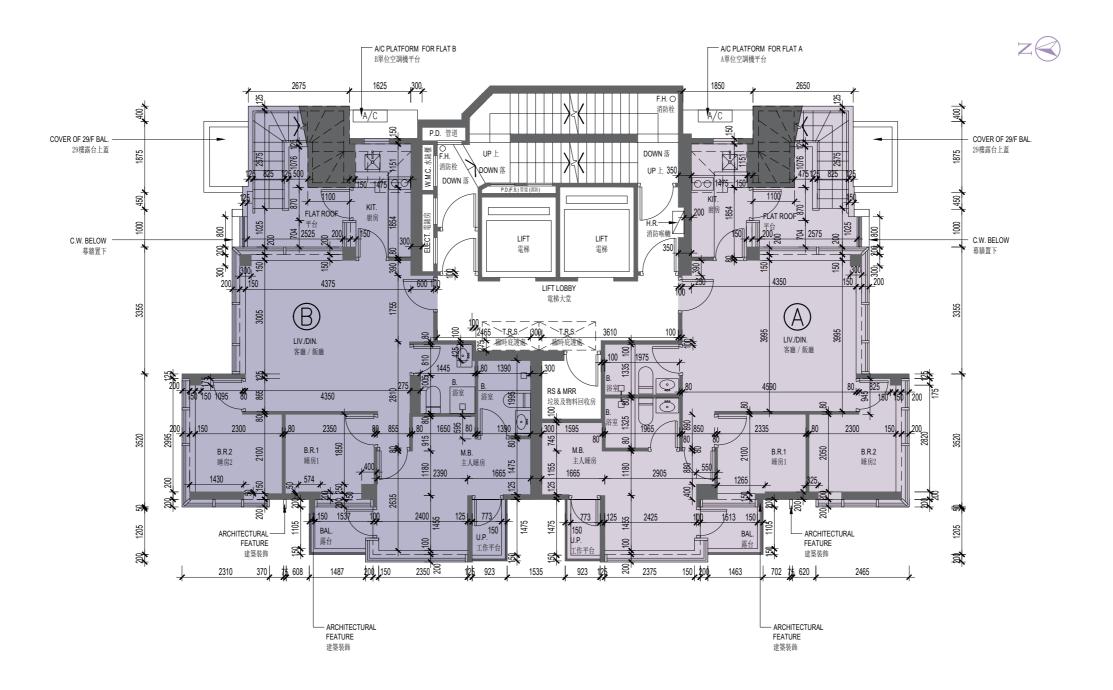
The thickness of the floor slabs (excluding plaster) and floor-to-floor height of each residential property of the Development as provided in the approved building plans are: 按發展項目經批准的建築圖則所規定,發展項目每個住宅物業的樓板 (不包括灰泥) 的厚度及層與層之間的高度為:

Floor 樓層	Flat 單位	Thickness of the Floor Slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	Floor-to-Floor Height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)
	A	150, 200	2850, 3150, 3200, 3500
29/F	В	150	2800, 2850, 3150, 3200, 3500
29樓	С	150	2800, 2850, 3150, 3200, 3500
	D	150, 200	2850, 3150, 3200, 3500

The internal areas of the residential properties on the upper floors will be generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. 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。

發展項目的住宅物業的樓面平面圖

30/F 30樓



Notes 附註:

1. The dimensions of floor plans are all structural dimensions in millimetre. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。

2. Please refer to page 36 of this sales brochure for notes and legend of terms and abbreviations shown on this floor plan. 請參閱本售樓說明書第36頁關於本平面圖上顯示的名詞及簡寫之附註及圖例。



發展項目的住宅物業的樓面平面圖

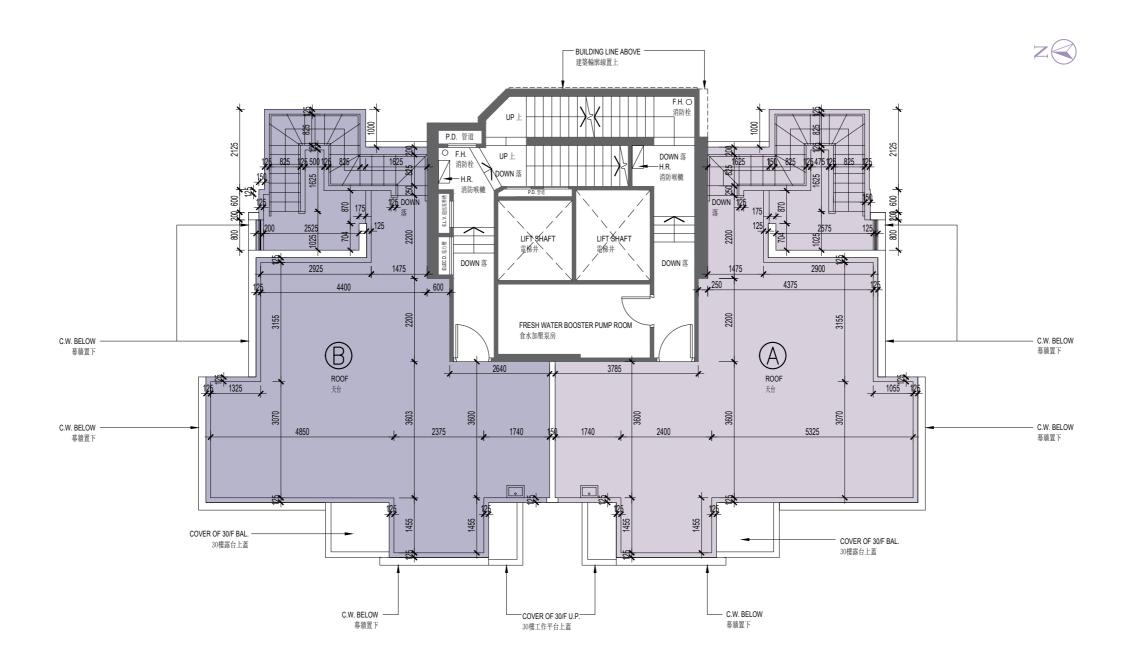
The thickness of the floor slabs (excluding plaster) and floor-to-floor height of each residential property of the Development as provided in the approved building plans are: 按發展項目經批准的建築圖則所規定,發展項目每個住宅物業的樓板 (不包括灰泥) 的厚度及層與層之間的高度為:

Floor 樓層	Flat 單位	Thickness of the Floor Slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	Floor-to-Floor Height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)
30/F	A	150	3500, 3850
30樓	В	150	3500, 3850

The internal areas of the residential properties on the upper floors will be generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. 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。

發展項目的住宅物業的樓面平面圖

Roof 天台



Notes 附註:

1. The dimensions of floor plans are all structural dimensions in millimetre. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。

2. Please refer to page 36 of this sales brochure for notes and legend of terms and abbreviations shown on this floor plan. 請參閱本售樓說明書第36頁關於本平面圖上顯示的名詞及簡寫之附註及圖例。



# FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

The thickness of the floor slabs (excluding plaster) and floor-to-floor height of each residential property of the Development as provided in the approved building plans are: 按發展項目經批准的建築圖則所規定,發展項目每個住宅物業的樓板 (不包括灰泥) 的厚度及層與層之間的高度為:

Floor 樓層	Flat 單位	Thickness of the Floor Slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	Floor-to-Floor Height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)				
Roof	A	Not Applicable 不適用	Not Applicable 不適用				
天台	В	Not Applicable 不適用	Not Applicable 不適用				

The internal areas of the residential properties on the upper floors will be generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. 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。

# FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

LEGEND OF THE TERMS AND ABBREVIATIONS USED ON THE FLOOR PLANS:

樓面平面圖中所使用之名詞及簡稱之圖例:

A/C METAL S.F. FOR FLAT x = Air-conditioning Metal Supporting Frame For Flat x X單位空調機金屬支撐台 F.H. = Fire Hydrant 消防栓

A/C PLATFORM FOR FLAT x = Air-conditioning Platform For Flat x X單位空調機平台 H.R. = Hose Reel 消防喉轆

ARCHITECTURAL KIT. = Kitchen 廚房 = Architectural Feature At Low Level 位於低位的建築裝飾 FEATURE AT L/L

LIV./DIN. = Living Room/Dining Room 客廳/飯廳 BAL. = Balcony 露台

M.B. = Master Bedroom 主人睡房 BAL. ABOVE = Balcony Above 露台置上

OPEN KIT. = Open Kitchen 開放式廚房 B. = Bathroom 浴室

P.D. = Pipe Duct 管道 B.R. = Bedroom 睡房

P.D. (F.S.) = Pipe Duct (Fire Service) 管道(消防) B.R.1 = Bedroom 1 睡房1

= Refuse Storage & Material Recovery Room 垃圾及物料回收房 **B.R.2** = Bedroom 2 睡房2

RS & MRR

TOP OF TRANSFER PLATE

= Top Of Transfer Plate For Placing Air-conditioning Unit For Flat x X單位空調機安置於結構轉換層頂部 COVER OF xx/F BAL. = Cover Of xx/F Balcony XX樓露台上蓋 FOR PLACING A/C UNIT FOR FLAT x

T.R.S. = Temporary Refuge Space 臨時庇護處

U.P. = Utility Platform 工作平台

U.P. ABOVE = Utility Platform Above 工作平台置上

W.M.C. = Water Meter Cabinet 水錶櫃

COVER OF xx/F U.P.

C.W. BELOW

ELECT.

ELEC D.

E.L.V.

- 1. There may be architectural features on external walls of some floors.
- 2. Common pipes exposed and/ or enclosed in cladding are located at/ adjacent to balcony and/ or flat roof and/ or roof and/ or utility platform and/ or airconditioning platform and/ or external wall of some residential flats.

= Cover Of xx/F Utility Platform XX樓工作平台上蓋

= Curtain Wall Below 幕牆置下

= Electrical Meter Room 電錶房

= Extra Low Voltage Duct 超低電壓槽

= Electricity Duct 電力槽

- 3. There are sunken slabs and/ or ceiling bulkheads and/ or false ceiling at living rooms/ dining rooms, bedrooms, bathrooms, open kitchens and kitchens of some residential flats for the air-conditioning system and/ or mechanical and electrical services.
- 4. Balconys and utility platfroms are non-enclosed areas.
- 5. Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sink, water closets, shower, sink counter, pipe screen etc, are architectural symbols extracted from the latest approved general building plans for general indication only.
- 6. For some residential flats, the air-conditioning platform(s) or air-conditioning metal supporting frame(s) outside the flat is/are placed with split type airconditioner (outdoor unit)(s) belonging to that flats and/or other residential flats.

- 1. 部份樓層外牆設有建築裝飾
- 2. 部份住宅單位的露台及/或平台及/或天台及/或工作平台及/或空調機平台及/或外牆設有外露及/或面板內藏之公用喉管
- 3. 部份住宅單位的客廳/飯廳、睡房、浴室、開放式廚房及廚房天花有跌級樓板及/或假陣及/或假天花用以裝置冷氣系統及/或機電設備
- 4. 露台及工作平台為不可圍封的地方。
- 5. 樓面平面圖上所顯示的形象裝置符號,例如浴缸、洗滌盆、坐廁、花灑、洗滌盆櫃、管道裝飾等乃摘自最新的經批准的建築圖則,只作一般
- 6. 部份住宅單位外的空調機平台或空調機金屬支撐台放置屬於其單位及/或其他住宅單位的一部或多部分體式空調機(室外機)

# AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

	Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位	實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
		A	27.097 (292) Balcony 露台 : - Utility Platform 工作平台 : -				21.798 (235)						1
		В	27.385 (295) Balcony 露台 : - Utility Platform 工作平台 : -				18.523 (199)						1
Sablier	2/F	С	24.752 (266) Balcony 露台 : - Utility Platform 工作平台 : -				1.691 (18)						
傲寓	2樓	D	24.380 (262) Balcony 露台 : - Utility Platform 工作平台 : -				1.717 (18)						
		Е	28.213 (304) Balcony 露台 : - Utility Platform 工作平台 : -				23.202 (250)						
		F	27.544 (296) Balcony 露台 : - Utility Platform 工作平台 : -				24.948 (269)						

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

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎,並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. There is no verandah in the residential properties in the Development. 發展項目住宅物業並無陽台。
- 3. 4/F, 14/F and 24/F are omitted. 22/F is refuge floor. 不設4樓、14樓及24樓。22樓為庇護層。

	Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位	實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
		A	30.497 (328) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
		В	30.721 (331) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
Sablier	3/F & 5/F - 11/F	С	28.252 (304) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
傲寓	3樓 及 5樓至11樓	D	27.880 (300) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
		Е	31.549 (340) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
		F	30.925 (333) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										

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

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎,並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. There is no verandah in the residential properties in the Development. 發展項目住宅物業並無陽台。
- 3. 4/F, 14/F and 24/F are omitted. 22/F is refuge floor. 不設4樓、14樓及24樓。22樓為庇護層。

# AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

	Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位	實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
		A	30.497 (328) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
		В	30.721 (331) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
Sablier	12/F - 13/F & 15/F - 21/F	С	28.252 (304) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
傲寓	12樓至13樓 及 15樓至21樓	D	27.880 (300) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
		Е	31.549 (340) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
		F	30.925 (333) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										

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

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎,並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. There is no verandah in the residential properties in the Development. 發展項目住宅物業並無陽台。
- 3. 4/F, 14/F and 24/F are omitted. 22/F is refuge floor. 不設4樓、14樓及24樓。22樓為庇護層。

	Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位	實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
		A	30.497 (328) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
		В	30.603 (329) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
Sablier	23/F & 25/F - 28/F	С	28.325 (305) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
傲寓	23樓 及 25樓至28樓	D	27.855 (300) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)										
		Е	31.574 (340) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
		F	30.925 (333) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										

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

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎,並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. There is no verandah in the residential properties in the Development. 發展項目住宅物業並無陽台。
- 3. 4/F, 14/F and 24/F are omitted. 22/F is refuge floor. 不設4樓、14樓及24樓。22樓為庇護層。

# AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

	Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位	實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Air- conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
		A	48.706 (524) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : -				4.684 (50)						
	29/F	В	28.577 (308) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
Sablier	29樓	С	28.037 (302) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)										
傲寓		D	50.393 (542) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : -				4.687 (50)						
	30/F	A	64.019 (689) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)				3.802 (41)			56.135 (604)			
	30樓	В	65.590 (706) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)				3.884 (42)			55.045 (593)			

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

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

- 1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎,並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. There is no verandah in the residential properties in the Development. 發展項目住宅物業並無陽台。
- 3. 4/F, 14/F and 24/F are omitted. 22/F is refuge floor. 不設4樓、14樓及24樓。22樓為庇護層。

# FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

Not Applicable 不適用

# SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

- 1. A preliminary deposit of 5% of the purchase price is payable on the signing of the preliminary agreement for sale 1. 在簽署臨時買賣合約 ("該臨時合約")時須支付款額為售價5%的臨時訂金; and purchase (the "preliminary agreement");
- 2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
- 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement –
  - (i) the preliminary agreement is terminated;
  - (ii) the preliminary deposit is forfeited; and
  - (iii) the owner does not have any further claim against the purchaser for the failure.

- 2. 買方在簽署該臨時合約時支付的臨時訂金,會由代表擁有人行事的律師事務所以保證金保存人的身分 持有;
- 3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約一
  - (i) 該臨時合約即告終止;
  - (ii) 有關的臨時訂金即予沒收;及
  - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

# SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

#### A. Common parts of the Development

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

"Common Areas and Facilities" means the Development Common Areas and Facilities and the Residential Common Areas and Facilities.

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

- (a) the areas for the installation or use of the aerial broadcast distribution or telecommunications network facilities or lightning pole, emergency generator room and the upper part thereof, external walls (excluding any portion forming part of the Commercial Accommodation or the Residential Common Areas and Facilities), fire service water tank (F.S. Water Tank), sprinkler water tank, fire service & sprinkler pump and tank room (F.S. & Sprinkler Pump and Tank Room), water meter cabinets (W.M.C.), water meter cabinet (fire service) (W.M.C. (F.S.)), fire service inlet (F.S. Inlet), sprinkler & drencher inlet, air ducts (A.D.), sprinkler control valves room, caretaker's counter on Ground Floor, hose reels (H.R.), electrical meter room (ELECT.), extra low voltage duct(s) (E.L.V.), electricity duct (shown and marked "ELEC. D." on Roof Plan), flat roofs on 2nd Floor (not forming part of any Unit), inaccessible roof on 1st Floor, lift lobby on 1st Floor, guard room on 1st Floor, main switch room, the Owners' Corporation Room on 1st Floor, corridor on 1st Floor, potable and flushing water pump and tank room, pipe ducts (P.D.), fire service pipe ducts (P.D. (F.S.)), the Rainwater Recycling Plant Room, refuse storage and material recovery chamber, telecommunication and broadcasting equipment room (T.B.E. Room), transformer room, fiberglass fresh water tanks, fresh water & flushing water tank room, building setback, Signage Area, Transformer Room Facilities, such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole which (in so far as they are capable of being identified) for the purposes of identification only are shown coloured Yellow, Yellow Hatched Black Stippled Black and Green on the DMC Plans;
- (b) such other areas and facilities (if any) of and in the Land and the Development as may at any time be designated as Development Common Areas and Facilities by the Owners in accordance with this Deed; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for common use and benefit of the Development as a whole

but shall exclude the Residential Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy thereof belongs to any particular Owner and such facilities within the Development serving only any particular Owner.

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

(a) air-conditioning (A/C) platforms, air-conditioning (A/C) metal-supporting frames, the Curtain Wall, Recreational Facilities, drencher tank & pump room, top of transfer plate (2nd Floor), flat roofs on 2nd Floor (excluding those forming part of any Unit), canopy, Refuge Area on 22nd Floor, fresh water booster

pump room, flushing water booster pump room, corridor on Lift Machine Room Floor, Top Roof, hose reels (H.R.), lifts, lobby on Ground Floor, lift lobbies, lift machine room, lift pits, pipe duct (P.D.), pipe screens, covers of utility platform below, covers of balcony below, curtain walls below, covers of flat immediately below, architectural features, refuse storage & material recovery rooms (R.S. & M.R.R.), staircases, gondola, non -structural prefabricated external walls (which for the purpose of identification only shown by green broken lines on the DMC Plans), water meter cabinets (W.M.C.), such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner which (in so far as they are cap able of being identified) for the purposes of identification only are shown coloured Pink on the DMC Plans;

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

but shall exclude the Development Common Areas and Facilities.

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

Floor	Flat	No. of Undivided Shares allocated to each Residential Flat
	A	29
	В	28
2/5	С	24
2/F	D	24
	Е	30
	F	29
	A	30
	В	30
3/F, 5/F - 13/F, 15/F - 21/F, 23/F & 25/F - 28/F	С	28
23/F & 25/F - 28/F	D	27
	Е	31
	F	30

# SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

Floor	Flat	No. of Undivided Shares allocated to each Residential Flat
	A	48
29/F	В	28
29/F	С	28
	D	50
20/E	A	69
30/F	В	70

Remark: 4/F, 14/F and 24/F are omitted. 22/F is refuge floor.

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

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

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

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

### E. Basis on which the management fee deposit is fixed

A sum as security equivalent to 2/12th of the first year's budgeted management expenses payable in respect of the Unit and such security amount shall be non-interest bearing and non-refundable but transferable.

# F. The area in the Development retained by the Vendor for the Vendor's own use (if any)

Not applicable.

Note

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

# SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

# A. 發展項目的公用部份

發展項目的《公契及管理協議》(「公契」)訂明:

「**公用地方及設施**」指「發展項目公用地方及設施」和「住宅公用地方及設施」。

#### 「發展項目公用地方及設施」指及包括:

- (a) 供安裝或使用無線廣播分導或電訊網絡設施或避雷針的區域、緊急發電機房及其上層部分、外牆(不包括構成發展項目公用地方及設施和住宅公用地方及設施之部分的外牆)、消防水箱(F.S. Water Tank)、花灑水箱、消防及花灑泵及水箱房(F.S. Sprinkler Pump and Tank Room)、水錶櫃(W.M.C)、水錶櫃(消防)(W.M.C. (F.S.))消防進水掣(F.S. Inlet)、花灑及水簾進水掣、風道(A.D.)、花灑控制閥房、地下管理員櫃檯、消防喉轆(H.R.)、電錶房(ELECT.)、超低電壓槽(E.L.V.)、電力槽(在天台圖則上顯示並註明"ELEC.D.")、2樓平台(不構成任何單位之部分)、1樓不可進入天台、1樓升降機大堂、1樓警衛室、總電掣房、1樓業主立案法團室、1樓走廊、食水及沖廁水泵及水箱房、管槽(P.D.)、消防管槽(P.D.(F.S.))、雨水循環利用機房、垃圾儲存及物料回收房、電訊及廣播設備房(T.B.E. Room)、變壓器房、玻璃纖維食水箱、食水及沖廁水箱、建築物後移、標誌區、變壓器房設施和擬供整個發展項目共同使用與享用的該土地及發展項目的該等區域及設施,(如果可以在圖則上顯示),在公契圖則上以黃色、黃色加黑斜線黑點和綠色顯示,僅作識別之用;
- (b) 業主按本公契在任何時候指定為發展項目公用地方及設施的該土地及發展項目的其他區域及設施 (如有);及

(c)《建築物管理條例》附表1訂明擬供整個發展項目共同使用與享用的該土地及發展項目的公用 部分,

但不包括「住宅公用地方及設施」和發展項目之內供任何個別業主享有獨家權利及特權持有、使用、 佔用及享用的地方及發展項目之內僅服務任何個別業主的設施。

#### 「**住宅公用地方及設施**」指及包括:

- (a) 空調機(A/C)平台、空調機(A/C)金屬支撐台、幕牆、康樂設施、水簾水箱及泵房、結構轉換層(2樓)頂部、2樓平台(不包括構成任何單位之部分者)、天篷、22樓庇護區、食水加壓泵房、沖廁水加壓泵房、升降機機房樓層走廊、頂層天台、喉轆(H.R.)、升降機、地下大堂、升降機大堂、升降機機房、升降機井、管槽(P.D.)、管道遮板、下面的工作平台上蓋、下面的露台上蓋、幕牆置下、緊貼下面的單位的蓋、建築裝飾、垃圾及物料回收房(R.S. & M.R.R.)、樓梯、吊船、非結構預製外牆、(在公契圖則上以綠虛線顯示,僅作識別之用)、水錶櫃(W.M.C.),該土地及發展項目內擬供整個住宅樓字享用,而並非供任何個別業主享有的該土地及發展項目的區域及設施,(如果可以在圖則上顯示),在公契圖則上以粉紅色顯示,僅作識別之用;
- (b) 業主按本公契在任何時候指定為住宅公用地方及設施的該土地及發展項目的其他區域及設施 (如有);及
- (c)《建築物管理條例》附表1訂明擬供整個住宅樓宇共同享用,而並非供任何個別業主享有的該土地 及發展項目的公用部分;

但不包括發展項目公用地方及設施。

# SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

# B. 分配予發展項目中的每個住宅物業的不分割份數的數目

樓層	單位	每個住宅單位獲分配的不分割份數的數目
	A	29
	В	28
O.Heb	С	24
2樓	D	24
	Е	30
	F	29
	A	30
	В	30
3樓、5樓至13樓、15樓至21樓、	С	28
23樓及25樓至28樓	D	27
	Е	31
	F	30
	A	48
29樓	В	28
ムカ <del>リ安</del>	С	28
	D	50
30樓	A	69
JUY安	В	70

備註: 不設4樓、14樓及24樓。22樓是庇護層。

# C. 有關發展項目的管理人的委任年期

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

# D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

每名住宅單位業主須按照公契訂明的方式、金額和比例,根據其住宅單位的管理份數和公契列明的準則,分攤發展項目的管理開支(根據管理人編製的預算案釐定)。每個住宅單位的管理份數的數目等同於分配給該住宅單位的不分割份數的數目。

# E. 計算管理費按金的基準

管理費按金相等於每個住宅單位根據首年管理預算案需繳付管理開支的12份之2,以及該管理費按金 不帶利息及不可退款但可轉讓。

# F. 擁有人在發展項目中保留作自用的範圍(如有)

不適用。

#### 附註:

# 批地文件的摘要

#### (A) The lot number of the land on which the development is situated:

1. The Development is constructed on The Remaining Portion of Kowloon Inland Lot No. 11259 (the "lot") which is held under the Conditions of Grant No. 20308 dated 7 September 2017 (the "Land Grant").

#### (B) The term of years under the lease:

1. The lot is granted for a term of 50 years commencing from 7 September 2017.

#### (C) The user restrictions applicable to that land:

- 1. Special Condition No. (4) of the Land Grant stipulates that:-
  - " (a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
  - (b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:-
    - (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for the avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;
    - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than three basement levels), for private residential purposes; and
    - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
  - (c) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or floors and whether a floor or floors constitute a basement level or basement levels shall be final and binding on the Grantee."
- 2. Special Condition No. (31) 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."

#### (D) The facilities that are required to be constructed and provided for the Government, or for public use:

- 1. Special Condition No. (8) of the Land Grant stipulates that:-
  - (c) (i) The Grantee shall:
    - (I) on or before the 31st day of March 2022 or such other date as may be approved by the Director, at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
      - (1) lay, form and surface the Pink Hatched Blue Area; and

- (2) provide and construct vehicular and pedestrian passage ways together with such culverts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")
- so that vehicular and pedestrian traffic may be carried on the Pink Hatched Blue Area;
- (II) on or before the 31st day of March 2022 or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
- (III) maintain, manage and repair at his own expense the Pink Hatched Blue Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (e) of this Special Condition.
- (ii) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (c)(i) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (iii) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (c)(i) of this Special Condition or the exercise of the rights by the Government, under sub-clause (c)(ii) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) (i) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (e) of this Special Condition permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot including the Pink Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (c)(i) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c)(ii) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
  - (ii) The Government, the Director and his officers, contractors and agents and any persons duly authorized under sub-clause (d)(i) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons duly authorized under sub-clause (d)(i) of this Special Condition.

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- (e) (i) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the Structures and all structures, facilities, services and installations as referred to in subclause (c)(i)(III) of this Special Condition as the Director shall at his sole discretion specify to the Government free from all incumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (ii) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Area to the Government pursuant to sub-clause (e)(i) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (e)(ii) shall not apply to a building mortgage as provided in Special Condition No. (14)(d) hereof. Prior to the said carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (iii) Save and except for the surrender as provided in sub-clause (e)(i) of this Special Condition, the Grantee shall not, except with the prior written consent of the Director, assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (e)(iii) shall not apply to a building mortgage as provided in Special Condition No. (14)(d) hereof and the assignment, mortgage or charge of the Pink Hatched Blue Area together with the Commercial Portion as provided in Special Condition No. (15) hereof.
- (f) (i) The Grantee shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than vehicular traffic and public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.
  - (ii) The Grantee shall prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (e)(i) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass by vehicles, on foot or by wheelchair along, to, from, by, through, over the Pink Hatched Blue Area.

- (iii) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (f)(ii) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (f)(ii) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (h) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f)(ii) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
  - (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e)(i) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (i) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (e)(i) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Condition Nos. (7)(c) and (7)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the respective maximum gross floor areas stipulated in Special Condition Nos. (7)(c) and (7)(d) hereof cannot be attained.
- (j) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligation under this Special Condition or out of or in connection with the Pink Hatched Blue Area."

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# (E) The grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:

- 1. General Condition No. (6) of the Land Grant stipulates that:-
  - "(a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
    - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto;
    - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
  - (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director."
- 2. Special Condition No. (3) of the Land Grant stipulates that:-
  - "The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of March 2022."
- 3. Special Condition No. (6) of the Land Grant stipulates that:-
  - "The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot (except the Pink Hatched Blue Area as defined in Special Condition No. (8) hereinafter) and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director."
- 4. Special Condition No. (10) of the Land Grant stipulates that:-
  - "(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

- (b) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (7)(c) and (7)(d) hereof, subject to Special Condition No. (30)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculations.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to subclause (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; and
  - (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
  - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons."
- 5. Special Condition No. (11) of the Land Grant stipulates that:-
  - " (a) In the event of the lot or any part thereof being used for residential purposes, office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
    - (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the residential building or buildings erected or to be erected on the lot;
    - (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
    - (iii) the location of any such accommodation shall first be approved in writing by the Director.
  - (b) (i) For the purpose of calculating the total gross floor area respectively stipulated in Special Condition Nos. (7)(c) and (7)(d) hereof, subject to Special Condition No. (30)(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 for private residential purposes;
    - (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation, and for the purpose of these Conditions, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Grantee.

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

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- (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 Grantee.
- (c) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (17)(a)(v) hereof."
- 6. Special Condition No. (12) of the Land Grant stipulates that:-
  - "(a) In the event of the lot or any part thereof being used for residential purposes, quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
    - (i) such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
    - (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.
  - (b) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (7)(c) and (7)(d) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculations.
  - (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."
- 7. Special Condition No. (13) of the Land Grant stipulates that:-
  - " (a) In the event of the lot or any part thereof being used for residential purposes, one office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that:
    - (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
    - (ii) the location of any such office shall first be approved in writing by the Director.
  - (b) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (7)(c) and (7)(d) hereof, subject to Special Condition No. (30)(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 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."
- 8. Special Condition No. (15) of the Land Grant stipulates that:-
  - "(a) If a part or parts of the lot or any building or buildings erected thereon are developed, redeveloped, used or intended to be used at any time for non-industrial (excluding private residential, godown, hotel, petrol filling station) purposes (such part or parts of the lot or any building or buildings erected thereon to be developed, redeveloped or used, or intended to be used, for such purposes are hereinafter referred to as the "intended portion or portions"):
    - (i) the Grantee shall delineate the intended portion or portions in all respects to the satisfaction of the Director and shall submit the same for the Director's approval, which intended portion or portions shall include such facilities as the Director may consider appropriate together with the structure or floor space exempted under Special Condition No. (30)(b) hereof and the delineation as required or approved by the Director shall not be altered without the prior written approval of the Director (the intended portion or portions delineated as aforesaid are hereinafter referred to as "the Commercial Portion"); and
    - (ii) the Grantee shall not, throughout the term hereby agreed to be granted, assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Commercial Portion or any part or parts thereof or any interest therein or any building or part of any building therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description, or whether by any means similar to those referred to in Special Condition No. (14)(b) hereof whereby the Commercial Portion or any part thereof or any interest therein or any building or part of any building therein is or may be sold, assigned, mortgaged, charged, underlet or otherwise disposed of or affected) or enter into any agreement so to do except the Commercial Portion as a whole and even then:
      - (I) the Grantee shall not, throughout the term hereby agreed to be granted, assign, mortgage or charge the Commercial Portion as a whole except together with the Pink Hatched Blue Area (unless the whole of the Pink Hatched Blue Area shall have been surrendered to the Government in accordance with Special Condition No. (8)(e)(i) hereof);
      - (II) any assignment, mortgage or charge of the Commercial Portion as a whole together with the Pink Hatched Blue Area (unless the whole of the Pink Hatched Blue Area shall have been surrendered to the Government in accordance with Special Condition No. (8)(e)(i) hereof) prior to compliance with these Conditions in all respects to the satisfaction of the Director (except mortgage or charge of the lot as a whole for the purpose of the development of the lot in accordance with these Conditions by way of a building mortgage under Special Condition No. (14)(d) hereof) shall

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- be subject to the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him); and
- (III) any underletting, parting with the possession of or other disposal of the Commercial Portion as a whole whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director shall be subject to the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him).
- (b) No consent of the Director shall be given under sub-clause (a)(ii)(II) of this Special Condition unless and until the works referred to in Special Condition Nos. (8)(c)(i)(I) and (8)(c)(i)(II) hereof shall have been completed in accordance with Special Condition Nos. (8)(c)(i)(I) and (8)(c)(i)(II) hereof.
- (c) Notwithstanding sub-clause (a)(ii) of this Special Condition, at any time whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee may underlet the Commercial Portion or any part thereof or enter into any agreement so to do on condition that the lease or tenancy complies with the following terms and conditions:
  - (i) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;
  - (ii) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;
  - (iii) no premium shall be paid by the tenant;
  - (iv) the rent payable shall not exceed a rack rent;
  - (v) no rent shall be payable in advance for a period greater than 12 calendar months;
- (vi) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions:
- (vii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions."
- 9. Special Condition No. (21) of the Land Grant stipulates that:-
  - "(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said

- land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (20) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges."

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

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

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

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

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

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

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

land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

#### (F) The lease conditions that are onerous to a purchaser:

- 1. Special Condition No. (5) 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."
- 2. Special Condition No. (7) of the Land Grant stipulates that:-
- "Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6 hereof) of the lot or any part thereof:
- (g) except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within those portions of the lot shown coloured pink stippled black on the plan annexed hereto (hereinafter collectively referred to as "the Pink Stippled Black Area") at the ground level or levels or within the air space extending upwards from the ground level or levels of the Pink Stippled Black Area to a height of 15 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level or levels shall be final and binding on the Grantee;"
- 3. Special Condition No. (8) of the Land Grant stipulates that:-
  - "(a) No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the structure or structures provided or constructed in accordance with sub-clause (c) of this Special Condition) shall be erected or constructed or placed on, over, above, under, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").
  - (b) Save as provided under sub-clause (c)(i) of this Special Condition, no object or material of whatsoever nature which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area shall be placed within the Pink Hatched Blue Area. Where in the opinion of the Director (whose opinion shall be final and binding upon the Grantee) there is any object or material which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area, the Director shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and within such time limit as shall be specified by the Director, to demolish or remove such object or material and to reinstate the Pink Hatched Blue Area in all respects to the satisfaction of the Director.

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- 4. Special Condition No.(14) of the Land Grant stipulates that:-
  - "Subject to Special Condition Nos. (8)(e)(i) and (15) hereof, prior to compliance with these Conditions in all respects to the satisfaction of the Director the Grantee shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him):
  - (a) assign, part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do;
  - (b) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Grantee or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Grantee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do;
  - (c) underlet the lot or any building or part of any building thereon or enter into any agreement so to do unless the tenancy or lease of the lot or any building or part of any building thereon complies with the following terms and conditions:
    - (i) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;
    - (ii) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;
    - (iii) no premium shall be paid by the tenant;
    - (iv) the rent payable shall not exceed a rack rent;
    - (v) no rent shall be payable in advance for a period greater than 12 calendar months;
    - (vi) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions;
    - (vii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions; or
  - (d) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one:

- (i) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance, any regulations made thereunder and any amending legislation to secure monies (and interest thereon) advanced or to be advanced to the Grantee for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
- (ii) under which such advances (in the case of work done) are to be made to the Grantee only in amounts to be certified from time to time by the authorized person (appointed by the Grantee under the Buildings Ordinance, any regulations made thereunder and any amending legislation for the development of the lot) as having been incurred by the Grantee for the development of the lot;
- (iii) under which the Grantee, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Grantee applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following:
  - (I) all sums received by the Grantee or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) (hereinafter referred to as "the ASP") shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as "the Stakeholder Account");
  - (II) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director's consent; and
  - (III) the mortgagee irrevocably undertakes to the Grantee to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;
- (iv) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and

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- (v) for the purpose only of this Special Condition, "the Stakeholder" means any solicitors firm for the time being appointed by the Grantee to act as stakeholder in respect of the purchase price under the ASP."
- 5. Special Condition No. (16) of the Land Grant stipulates that:"Every assignment, mortgage, charge, underletting for more than three years or other alienation of the lot or any part thereof or any interest therein shall be registered at the Land Registry."
- 6. Special Condition No. (18) of the Land Grant stipulates that:"Except the carving-out and surrender of the Pink Hatched Blue Area in accordance with Special Condition No. (8)(e) hereof, the Grantee shall not, without the prior written consent of the Director, partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof or any section which has been partitioned with the prior written consent of the Director under this Special Condition. Where the lot has been partitioned with such consent, the provisions in Special Condition No. (17) hereof shall be applicable to each of the sections so partitioned with the references to "the lot" under the said Special Condition being replaced and substituted by the relevant section."
- 7. Special Condition No. (19)(a) of the Land Grant stipulates that:"The Grantee shall have no right of ingress or egress to or from the lot for the passage of motor vehicles."
- 8. Special Condition No. (20) of the Land Grant stipulates that:

  "The Grantee shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine."
- 9. Special Condition No. (25) of the Land Grant stipulates that:
  - "(a) The Grantee acknowledges that there is a sewage tunnel shown and marked "SEWAGE TUNNEL" on the plan annexed hereto (hereinafter referred to as "the Sewage Tunnel") constructed and running under, below and within the lot and the Harbour Area Treatment Scheme sewage tunnel protection area shown and marked "HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL PROTECTION AREA" on the plan annexed hereto. There is reserved unto the Government, the Director, their officers, contractors, workmen and other persons duly authorized by them at all times, with or without tools, equipment, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from or through the lot or any part thereof for the purposes of operating, inspecting, maintaining, repairing, renewing and reconstructing

- the Sewage Tunnel and for carrying out any other works which the Director may require or authorize. The Government, the Director, their officers, contractors, workmen and other persons duly authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by them of the rights conferred under this Special Condition or the said operation, inspection, maintenance, repair, renewal and reconstruction of the Sewage Tunnel and any other works so required or authorized by the Director, and no claim for compensation or otherwise shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (b) The Grantee shall at his own expense take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during the carrying out of the Works and the site works to avoid causing any damage, disturbance or obstruction to the Sewage Tunnel. The Grantee shall prior to carrying out any of the Works or the site works submit his proposals for dealing with the Sewage Tunnel which may be affected by the Works and the site works in writing to the Director for his approval in all respects. The Grantee shall not carry out any of the Works or the site works whatsoever until the Director shall have given his written approval to the Works and the site works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Sewage Tunnel in granting the aforesaid approval."

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

- "(a) (i) There is excepted and reserved to the Government that part of the lot between the levels of 39.8 metres below the Hong Kong Principal Datum and 23.0 metres below the Hong Kong Principal Datum within the area shown edged blue on the plan annexed hereto (hereinafter referred to as "the XRL Reserved Area") as to which no building or structure or support for any building or structure shall be erected or constructed or remained within or thereon and the Grantee shall have no right of or title to the ownership, possession or use nor any right or claim to compensation whatsoever in respect thereof.
  - (ii) There is excepted and reserved to the Government, its officers, agents, contractors, workmen, licensees and those authorized by it, the XRL Operator and the Nominated Persons (as respectively defined in sub-clauses (c) and (d) of this Special Condition) and their duly authorized officers, servants and contractors free of costs and charges the following rights:
    - (I) the exclusive right and liberty throughout the term hereby agreed to be granted to construct, operate and maintain the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link and any extension thereto (hereinafter referred to as "the XRL") at such level and to such depths as it sees fit in, above or below the XRL Reserved Area and the XRL when constructed may be used by such person or persons, by such vehicles, at such times and in such manner as the Government may see fit;

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- (II) the right of ingress, egress and regress to, from and through the lot and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the XRL;
- (III) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the XRL Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the XRL Reserved Area;
- (IV) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the XRL Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.
- (iii) The Government, its officers, agents, contractors and workmen, licensees and those authorized by it shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons whether arising out of or incidental to the exercise of the rights conferred under sub-clauses (a)(i) and (a)(ii) of this Special Condition and no claim shall be made against him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance. Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a)(i) and (a)(ii) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the XRL Reserved Area for the purpose of the XRL or otherwise.
- (b) The Grantee shall satisfy himself as to the extent of the XRL constructed or to be constructed in the XRL Reserved Area and in the areas adjoining the lot and shall not make any claim against the Government or any of its officers, agents, lessees, tenants or those authorized by its servants, for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the lot or to the Grantee caused by or arising out of the construction, maintenance, presence or operation of the XRL.
- (c) Prior to the commencement of any works whatsoever on the lot including but not limited to site investigation works, demolition and removal works, piling or other foundation works and other civil engineering and building works, the Grantee shall consult the Government or any person or persons nominated by the Government to operate the XRL (the person or persons nominated to operate the XRL is hereinafter referred to as "the XRL Operator") so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the XRL (as to which the decision of the Director shall be conclusive) and if required by the Government the Grantee shall, at his own expense, take such precautions as may be required by the Government or the XRL Operator to ensure the safety of any railway works, structures, facilities or installations and the operation of the XRL.

- (d) Prior to the commencement of any substructure works to be done by the Grantee on the lot, the Grantee shall consult the Government or any person or persons nominated by the Government for the construction, protection and operation of the XRL (hereinafter referred to as "the Nominated Persons") so as to ensure that any such substructure works do not damage, interfere with or endanger the XRL, either planned, completed or being constructed, or any structures, facilities and installations thereof or the safe construction and operation of the XRL (as to which the decision of the Director shall be conclusive). During the consultation, the Grantee shall submit to the Government drawings or design information if required by the Government or the Nominated Persons, of any of the temporary and permanent works to be carried out within 30 metres from the outer surface of the railway structure or structures (including but not limited to the railway fence, the railway wall and all the rail or rails in the vicinity of the XRL Reserved Area) of the XRL (hereinafter referred to as "the Protection Area"). The works including but not limited to the type and quantity of the monitoring instrumentation shall be subject to the agreement of the Government or the Nominated Persons. The decision of the Director as to what constitutes the railway structure or structures and the Protection Area shall be final and binding on the Grantee.
- (e) The Grantee shall observe and comply with all Ordinances, bye-laws and regulations relating to the XRL.
- (f) The Grantee shall not interfere in any way with the construction, use and operation of the XRL.
- (g) The Grantee shall at his own expense comply with all special requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the XRL.
- (h) Any damage done to the XRL or any structures, facilities and installations thereof which in the opinion of the Director (whose opinion shall be final and binding on the Grantee) has been caused by the Grantee or by his contractors, servants or agents shall be made good by the Grantee at his own expense to the satisfaction of the Government, the Nominated Persons and the XRL Operator.
- (i) The Grantee shall establish adequate communication channels with the Government, the Nominated Persons and the XRL Operator as soon as the Grantee takes possession of the lot. Such channels shall be adequate to cover any emergency instances at all hours."
- 11. Special Condition No. (27) of the Land Grant stipulates that:
  - "(a) Throughout the term hereby agreed to be granted, the Grantee shall free of costs and at all times permit the Government, the Director and his officers, contractors and agents and any persons authorized by it and the operators of utility services and their officers, servants, agents, surveyors, contractors and workmen, and any persons authorized by them (upon giving prior reasonable notice except in the case of emergency) with or without tools, equipment, plant, machinery or motor vehicles to enter upon, in, under, over or through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon for the purposes of:

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- (i) inspecting, maintaining, repairing and re-constructing the XRL Reserved Area and carrying out any works which the Director may consider necessary thereon or therein;
- (ii) viewing the state and condition of the XRL or any part or parts thereof for the purpose of carrying out construction, repair, maintenance and alteration works thereto; and
- (iii) inspecting, laying, repairing and maintaining drains, sewers and any other services running across, through or under the XRL Reserved Area.
- (b) The Government, the Director and his officers, contractors and agents and any persons duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (a) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance."

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

"No right-of-way is guaranteed at Li Tak Street to, from and through the lot and the Grantee will accordingly have to make his own arrangements for acquiring such right-of-way at his own expense. The Grantee shall not construct or allow to be constructed any path, track, road or way, whether permanent or temporary in nature, for the purpose of gaining access to the lot from Li Tak Street without the prior written consent of the Director."

Note

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

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

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#### (A) 發展項目所位於的土地的地段編號:

1. 發展項目興建於九龍內地段第11259號餘段 (「該地段」),該地段乃根據2017年9月7日所訂立的批地條件第20308號(「批地文件」)規定批出。

# (B) 有關租契規定的年期:

1. 該地段的批地年期由2017年9月7日起計50年。

#### (C) 適用於該土地的用途限制:

- 1. 批地文件特別條件第(4)條規定:
  - "(a) 在本特別條件第(b)款的規限下,該地段或其任何部分或在該地段或其任何部分上已建或擬建的一或多幢建築物不能用作非工業(不包括倉庫、酒店及加油站)用途以外的任何其他用途。
  - (b) 除以下用途外,在該地段上已建或擬建的建築物或其任何部分不能作任何其他用途:
    - (i) 最低三層用作非工業 (不包括倉庫、酒店及加油站) 用途;但為免存疑,就本特別條件而言,(不論其大小或樓面面積) 地庫層 (如已興建) 須算作一層,而有關任何地庫層的用途須受本特別條件第 (b)(iii) 款進一步限制;
    - (ii) 其餘樓層(若有超過三層地庫層,不包括最低三層之上的任何一或多層地庫層(如已興建))作 私人住宅用途;及
    - (iii) 至於任何地庫層(如已興建),不論是最低三層的其中一層或最低三層之上的地庫層,則用作 非工業(不包括住宅、倉庫、酒店及加油站)用途。
  - (c) 就本特別條件而言,署長就一層的定義及某一層是否構成地庫層所作的決定為最終決定及對承授人具有約束力。"
- 2. 批地文件特別條件第(31)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。"

#### (D) 按規定須興建並提供予政府或供公眾使用的設施:

- 1. 批地文件特別條件第(8)條規定:
  - (c) (i) 承授人須:
    - (I) 於2022年3月31日或之前或署長可能批准的其他日期,自費按署長批准的方式及物料, 並按署長批准的標準、水平、位置及設計進行下列工程,在各方面使署長滿意:
      - (1) 鋪設、構建及平整粉紅色加藍斜線區域;及

- (2) 提供及建造車輛和行人通道連同暗渠、污水渠、排水渠、行人路或署長自行酌情要求的其他構築物(以下統稱為「該等構築物」)
  - 讓車輛和行人之交誦於粉紅色加藍斜線區域推行;
- (II) 於2022年3月31日或之前或署長可能批准的其他日期,自費在粉紅色加藍斜線區域鋪設路面、鋪路緣及渠道,並為其提供署長可能要求的集水溝、污水渠、排水渠、消防龍頭連同接駁至總喉的喉管、服務設施、街燈、交通標誌、街道設施、路面標記及植物,使署長滿意;及
- (III) 自費保養、管理及維修粉紅色加藍斜線區域連同該等構築物及在該區域建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、路面標記及植物,使署長滿意,直至整個粉紅色加藍斜線區域已根據本特別條件第(e)款歸還政府管有。
- (ii) 如承授人未能在署長規定的時限內履行其在本特別條件第(c)(i)款的義務,政府可進行必要的工程,費用一概由承授人負責,承授人須在政府要求時向政府支付相等於該等費用的金額,該金額由署長決定,其決定為最終決定並對承授人具有約束力。
- (iii) 政府對於承授人履行其在本特別條件第(c)(i)款的義務或政府行使本特別條件第(c)(ii)款賦予的權利所產生或附帶造成承授人或任何其他人士蒙受任何損失、損害、滋擾或干擾,毋須承擔任何責任,而承授人不能就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
- (d) (i) 承授人須於其按本特別條件第(e)款歸還整個粉紅色加藍斜線區域給政府之前的所有合理時間,准許政府、署長及其官員、承判商、代理人及署長授權的任何人士有權帶上或不帶工具、設備、機器或車輛自由及不受限制出入、經過及往返該地段包括粉紅色加藍斜線區域, 旨在檢查、檢驗及監督擬遵照本特別條件第(c)(i)款在粉紅色加藍斜線區域進行的任何工程, 進行、檢查、檢驗及監督本特別條件第(c)(ii)款下的工程及署長認為必需在粉紅色加藍斜線區域進行的任何其他工程;
  - (ii) 政府、署長及其官員、承判商、代理人及任何根據本特別條件第(d)(i)款獲正式授權的人士對於政府、署長及其官員、承判商、代理人及任何根據本特別條件第(d)(i)款獲正式授權的人士行使進入權而產生或附帶造成承授人或任何人士蒙受的任何損失、損害、滋擾或干擾,毋須承擔任何責任。
- (e) (i) 承授人須於署長要求的任何時候自費歸還或移交粉紅色加藍斜線區域或其中任何部分的空置 管有權連同署長自行酌情指定本特別條件第(c)(i)(III)款提及的建築物及一切構築物、設施、 服務及裝置給政府,不帶任何產權負擔和政府毋須支付任何代價、付款或補償給承授人,

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但是政府沒有任何責任應承授人的要求接受歸還紅色加藍斜線區域或其中任何部分,而在政府認為合適才會作出上述收回。為此目的,承授人須按署長批准或要求的格式及載有的條文自費訂立土地歸還契約及其他任何必要的文件。

- (ii) 按本特別條件第(e)(i)款歸還整個粉紅色加藍斜線區域給政府之前,承授人不能轉讓、按揭、抵押、讓與、分租、放棄管有或以其他方式處理或設定產權負擔於該地段或其中任何部分或其權益或其上的建築物或建築物的任何部分或訂立有關協議,除了承授人已自費從該地段分割出粉紅色加藍斜線區域使署長滿意,但是本第(e)(ii)款不適用於本批地文件特別條件第(14)(d)條規定的建築按揭,在上述分割之前,承授人須自費提交分割文件給署長書面批准。
- (iii)除本特別條件第(e)(i)款規定的歸還外,未經署長預先書面同意,承授人不能轉讓、按揭、抵押、讓與、分租、放棄管有或以其他方式處理或設定產權負擔於該地段或其中任何部分或其權益或其上的建築物或建築物的任何部分或訂立有關協議,但是本第(e)(iii)款不適用本批地文件特別條件第(14)(d)條規定的建築按揭和粉紅色加藍斜線區域連同本批地文件特別條件第(15)條規定商業部分的轉讓、按揭或抵押。
- (f) (i) 承授人不能使用粉紅色加藍斜線區域或其中任何部分作車輛交通和公眾人士徒步或乘坐輪椅通行以外的其他用途或署長自行酌情批准的其他用途以外的用途。不能在粉紅色加藍斜線區域或其中任何部分儲存貨物或停泊車輛。
  - (ii) 在按本特別條件第(e)(i)款歸還整個粉紅色加藍斜線區域給政府之前,承授人須允許一切公 眾人士在白天和晚上的任何時間內為了一切合法目的自由及毋須支付任何性質的費用以車輛、 徒步或乘坐輪椅行經、出入、經過、越過粉紅色加藍斜線區域。
  - (iii) 政府對承授人履行本特別條件第(f)(ii)款規定承授人的責任而產生或附帶造成承授人或任何 其他人士蒙受的任何損失、損害、滋擾或干擾,毋須承擔任何責任。承授人不能就上述任何 損失、損害、滋擾或干擾向政府或署長或其授權的官員提出賠償或其他形式申索。
- (g) 特此明文同意、聲明及訂明,本特別條件第(f)(ii)款對承授人施加的責任並非指承授人擬撥出或 政府同意撥出粉紅色加藍斜線區域或其中任何部分給公眾享有其通行權。
- (h) (i) 特此明文同意與聲明,本特別條件第(f)(ii)款對承授人施加的責任並非給予期待或要求取得《建築物(規劃)規例》第22(1)條、其下任何修訂或代替規例或其他法例下對額外上蓋面積或地積比的任何優惠或權利。為免存疑,承授人明文放棄取得《建築物(規劃)規例》第22(1)條、其下任何修訂或代替規例或其他法例下對額外上蓋面積或地積比的任何優惠或權利之任何要求。

- (ii) 特此還明文同意與聲明,本特別條件第(e)(i)款對承授人施加的責任並非給予期待或要求取得《建築物(規劃)規例》第22(2)條、其下任何修訂或代替規例或其他法例下對額外上蓋面積或地積比的任何優惠或權利。為免存疑,承授人明文放棄取得《建築物(規劃)規例》第22(2)條、其下任何修訂或代替規例或其他法例下對額外上蓋面積或地積比的任何優惠或權利之任何要求。
- (i) 承授人同意並接受在按本特別條件第(e)(i)款歸還粉紅色加藍斜線區域或其中任何部分後開發或 重建該地段或其中任何部分時,因為該地段的面積減少或其他原因,承授人可能未能取得本批 地文件特別條件第(7)(c)條及(7)(d)條規定的最大總樓面面積。如果未能取得本批地文件特別條件 第(7)(c)條及(7)(d)條規定的最大總樓面面積,政府沒有責任給予和承授人不能要求政府授予補償 或退還任何地價或其他開支。
- (j) 承授人須對承授人、他的傭工、工人及承辦人履行本特別條件對承授人施加的責任或因為或 有關粉紅色加藍斜線區域所作出或不作出的任何事宜直接或間接產生或有關的一切責任及一切 訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府並保證其被 彌償。"

# (E) 有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍,或興建或維持任何構築物或設施的 責任:

- 1. 批地文件一般條件第(6)條規定:
  - "(a) 承授人須在整個租期期間按此等條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) 保養按此等條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交還為止。
  - (b)倘若在租期的任何時候清拆當時在該地段或其中任何部分上面的任何建築物,承授人須興建相同類型和不少於其總樓面面積的品質良好的建築物或署長批准的類型及價值的一或多幢建築物作為代替。如果進行上述清拆,承授人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的必要工程及在署長規定的期限內完成,使署長滿意。"

# 批地文件的摘要

#### 2. 批地文件特別條件第(3)條規定:

"承授人須開發該地段,在該地段上興建建築物並於2022年3月31日或之前完工和使其適合佔用,在 一切方面符合此等條件及目前或任何時候在香港實施的有關建築、衛生及規劃之一切法例、附例 及規例。"

#### 3. 批地文件特別條件第(6)條規定:

"承授人須在該地段(以下特別條件第(8)條定義的粉紅色加藍斜線區域除外)及基座平台(如有)沒有建築的任何部分自費美化環境及種植樹木及灌木並在其後保養及保持其處於安全、井然、整潔及健康狀態,使署長滿意。"

# 4. 批地文件特別條件第(10)條規定:

- "(a) 經署長書面批准,承授人可在該地段內搭建、建築及提供康樂設施及其輔助設施(以下稱為「該等設施」)。該等設施的類型、面積、設計、高度及佈局亦須經署長的預先書面批准。
- (b) 在計算本批地文件特別條件第(7)(c)條和(7)(d)條指定的總樓面面積時,在受限於本批地文件特別條件第(30)(d)條規定下,按本特別條件第(a)款在該地段內提供的該等設施之任何部分,只要是供在該地段已建或擬建的住宅大廈的所有住戶和他們的真正訪客共同使用與享用,就不列入上述計算。而該等設施的餘下部分,若署長認為不屬於上述使用,則應列入計算。
- (c) 倘若該等設施任何部分被豁免列入計算本特別條件第(b)款的總樓面面積(以下稱為「獲豁免 設施」):
  - (i) 獲豁免設施須指定為並構成本批地文件特別條件第(17)(a)(v)條提及的公用地方。
  - (ii) 承授人須自費保養獲豁免設施處於修繕妥當的狀態並操作獲豁免設施,使署長滿意。
  - (iii) 獲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。"

#### 5. 批地文件特別條件第(11)條規定:

- "(a)倘若該地段或其中任何部分用作住宅用途,可於該地段為看更或管理員或兩者提供辦事處,惟 須遵從以下條件:
  - (i) 署長認為上述場所是安全、保安及妥善管理在該地段已建或擬建的住宅建築物的基本 需要;

- (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更或管理員或兩者的辦事處以外 的任何用途;及
- (iii) 上述場所的位置須首先經署長書面批准。
- (b) (i) 為了計算本批地文件特別條件第(7)(c)條和(7)(d)條規定的總樓面面積,在受限於本批地文件特別條件第(30)(d)條規定下,在該地段內按本特別條件第(a)款提供的辦事處不超過以下第([]或(II)項,以較少者為準,不列入計算:
  - (I) 該地段已建或擬建作私人住宅用途的建築物之總樓面面積之0.2%;
  - (II) 在該地段已建或擬建的每幢住宅單位大廈每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。就本特別條件而言,署長對住宅單位定義作出的決定是最終的及對承授人有約束力。

超過以上第(I)或(II)項的任何總樓面面積須列入上述計算。

- (ii) 在計算本特別條件第(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,按此等條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是最終的及對承授人有約束力。
- (c) 按本特別條件第(a)款在該地段內提供的辦事處須指定為並構成本批地文件特別條件第(17)(a) (v)條提及的公用地方。"

#### 6. 批地文件特別條件第(12)條規定:

- "(a) 倘若該地段或其中任何部分用作住宅用途,該地段內可提供看更或管理員或兩者的宿舍,受下 列條件規限:
  - (i) 上述宿舍須設在該地段已建一座住宅單位大廈或署長書面批准的其他位置;及
  - (ii) 上述宿舍不能用作該地段內長期聘用和必要時聘用的看更或管理員或兩者的宿舍所以外的 任何用途。
- (b) 在計算本批地文件特別條件第(7)(c)條和(7)(d)條規定的總樓面面積時,按本特別條件第(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) 按本特別條件第(a)款在該地段內提供的宿舍須指定為並構成本批地文件特別條件第(17)(a)(v)條 提及的公用地方。"

# 批地文件的摘要

#### 7. 批地文件特別條件第(13)條規定:

- "(a) 倘若該地段或其中任何部分用作住宅用途,可以在該地段內提供一個辦事處供業主立案法團或 業主委員會使用,但是:
  - (i) 上述辦事處不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案法 團或業主委員會開會和行政工作以外的任何用途;及
  - (ii) 上述辦事處的位置須預先經署長書面批准。
- (b) 在計算本批地文件特別條件第(7)(c)和(7)(d)條規定的總樓面面積時,在受限於本批地文件特別條件第(30)(d)條規定下,按本特別條件第(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) 按本特別條件第(a)款在該地段內提供的辦事處須指定為並構成本批地文件特別條件第(17)(a)(v) 條提及的公用地方。"

### 8. 批地文件特別條件第(15)條規定:

- "(a) 如果在任何時候開發、重建、使用或擬用該地段的一部分或多部分或其上面的建築物作非工業 (不包括私人住宅、倉庫、酒店、加油站)之用途(上述開發、重建、使用或擬用該地段的一部分 或多部分或其上面的建築物在下文稱為「擬用部分」):
  - (i) 承授人須描繪擬用部分在各方面使署長滿意並須提交給署長批准,該擬用部分須包括署長認為合適的設施連同本批地文件特別條件第(30)(b)條豁免的建築物或樓面面積。未經署長預先書面同意,不能更改署長要求或批准的描繪(以上述描繪的擬用部分在下文稱為「商業部分」);及
  - (ii) 在按批地文件批租的整個年期內,承授人不能轉讓、按揭、抵押、分租、放棄管有或以其他方式處理商業部分或其中任何部分或其權益或其中的任何建築物或任何建築物部分(不論是通過直接或間接保留、授予任何優先否決權、選擇權或授權或任何其他方式安排或任何類型的文件或不論是採用本批地文件特別條件第(14)(b)條提述的類似方式,將商業部分或其中任何部分或其權益或其中的任何建築物或任何建築物部分出售、轉讓、按揭、抵押、分租或以其他方式處理或處置)或訂立有關協議,除非以商業部分整體進行。即使如此:
    - (I) 在按批地文件批租的整個年期內,承授人不能轉讓、按揭或抵押商業部分整體,除非連同粉紅色加藍色斜線區域(如整個粉紅色加藍斜線已按本批地文件特別條件第(8)(e)(i)條歸還給政府除外);

- (II) 在履行批地文件在各方面使署長滿意之前,任何轉讓、按揭或抵押商業部分整體連同粉紅色加藍斜線區域(如整個粉紅色加藍斜線已按本批地文件特別條件第(8)(e)(i)條歸還給政府除外),(除了通過本批地文件特別條件第(14)(d)條規定的建築按揭方式按揭或抵押整個地段,以便按批地文件開發該地段外)須取得署長預先書面同意並符合他附加的任何條件(包括支付他可要求的費用);及
- (III) 不論是在履行批地文件在各方面使署長滿意之前或之後分租、放棄管有或以其他方式處理商業部分總體均須取得署長的預先書面同意,並須符合他附加的任何條件(包括支付他可要求的費用)。
- (b) 除非已按本批地文件特別條件第(8)(c)(i)(I)條和(8)(c)(i)(II)條完成本批地文件特別條件第(8)(c)(i)(I) 條和(8)(c)(i)(II)條提述的工程,否則署長不會按本特別條件第(a)(ii)(II)款給予同意。
- (c) 即使本特別條件第(a)(ii)款規定,在履行此等條件在各方面使署長滿意之前或之後的任何時候, 承授人可分租商業部分或其中任何部分或訂立上述行為的有關協議,惟該租賃或出租須符合下 列條款及條件:
  - (i) 該租賃或出租年期總數不超過10年,包括任何續期權;
  - (ii) 除非建築事務監督按《建築物條例》、其下的任何規例及任何修訂法例對租賃或出租的有關的建築物或建築物部分發出入伙紙或臨時入伙紙,否則不能開始租賃或出租;
  - (iii) 租戶毋須支付地價;
  - (iv) 應付的地租不能超過全額租金;
  - (v) 提前支付地租不能超過12個曆月;
  - (vi) 和賃協議或出租或租賃或出租協議准許的用途須符合批地文件規定;及
  - (vii)租賃協議或出租或租賃或出租協議的條款及條件不能違反批地文件規定。"

#### 9. 批地文件特別條件第(21)條規定:

"(a) 如果任何土地需要或已經被削除、移除或移後或堆積或堆填或進行任何類型的斜坡處理工程,不論有否經署長預先書面同意,亦不論是在該地段內或任何政府土地內,旨在塑造、平整或開發該地段或其中任何部分或承授人按批地文件需要進行的任何其他工程或作任何其他用途,承授人須自費進行與修建該等斜坡處理工程、護土牆或其他支撑物、保護物、排水或輔助工程或今後成為必要的其他工程,以便保護與支撑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。承授人須在批地文件批租的年期內自費保養該土地、斜坡處理工程、護土牆或其他支撑物、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。

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- (b) 本特別條件第(a)款不能影響批地文件,特別是本批地文件特別條件第(20)條,賦予政府的 權利。
- (c) 倘若因為任何塑造、平整、開發或承授人進行其他工程或任何其他原因造成任何時候發生塌方、 山泥傾瀉或地陷,不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地,承 授人須自費進行修復或彌補,使署長滿意並對上述塌方、山泥傾瀉或地陷造成政府、其代理人及 承辦商承受、遭受或產生一切費用、收費、損害賠償、要求及索償彌償他們。
- (d) 除了批地文件規定對違反批地文件的任何其他權利或濟助外,署長有權發出書面通知要求承授人 進行、修建及保養該土地、斜坡處理工程、護土牆或其他支承物、保護物及排水或輔助工程或其 他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承授人不理會或未能在涌知指定的時期內 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。承授人須在要求時償還政 府因此產生的費用連同任何行政費及專業費用及開支。"

### 10. 批地文件特別條件第(22)條規定:

- "(a) 倘若從該地段或開發該地段所影響的其他範圍腐蝕、沖洗或棄置泥土、廢土、廢料、建築廢料 或建材(以下稱為「廢料」)到公共行人徑、道路或進入或沖到路渠、前濱或海底、污水渠、 雨水渠、排水渠或溝渠或其他政府物業(以下稱為「政府物業」),承授人須自費清理該等廢料 並修復對政府物業造成的損壞。承授人須對上述腐蝕、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、索償及要求賠償政府。
- (b) 即使本特別條件第(a)款規定,署長可以(但沒有責任)應承授人要求清理上述廢料和修復對政府 物業造成的損壞。承授人須在要求時支付因此產生的費用。"

# 11. 批地文件特別條件第(23)條規定:

"承授人須在任何時候,特別是在任何建築、保養、翻新或維修工程(以下稱為「工程」)期間,採取 或促使他人採取一切適當及充分的謹慎、技巧及預防措施,避免對該土地或其中任何部分之上、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 2. 批地文件特別條件第(7)條規定: 徑、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(以下統稱 為「服務」)造成任何損壞、干擾或阳塞。承授人在進行上述任何工程之前須進行或促使他人進行適當的勘 測及必要的了解,確定任何服務的現況及程度,並提交處理任何服務一切方面的書面建議給署長審 批,但必須在取得署長對上述工程及建議作出的書面批准後才能進行該等工程。承授人須履行署長 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。承授人必須自

**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地段或其中部分或該等服務造成的任何** 捐壞、干擾或阳塞(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, 承授人須在要求時向政府支付該等工程的費用),使署長滿意。如果承授人未能對該地段或其中部分 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,承授人須在要求時向政府支付該等工程的費用。"

#### 12. 批地文件特別條件第(24)條規定:

- "(a) 承授人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。承授人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負 責並向政府及其官員作出彌償。
- (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠、排水渠及污水渠(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承授人負責。承授人須在要求時向政 府支付上述連接工程的費用。此外該等連接工程亦可以署長滿意的方式由承授人自費進行。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,必須由承授人自費保養,直至要 求時由承授人移交給政府,由政府出資負責今後的保養。承授人須在要求時向政府支付有關上 並連接工程的技術檢查之費用。若承授人未能保養上述連接工程的任何一段,署長可進行該等 工程,承授人須在要求時向政府支付該等工程的費用。"

# (F) 對買方造成負擔的租用條件:

- 1. 批地文件特別條件第(5)條規定:
  - "未經署長事先書面同意,不得移除或干擾該地段或毗連範圍內生長的樹木。署長在發出書面同意 時,對於樹木進行移植、補償性景觀美化工程或再植,可能附加他認為合適的條件。"
- - "受制於此等條件,在開發或重建(該詞僅指批地文件一般條件第6條預期的重建)該地段或其中部 分時:
  - (g) 未未經署長的預先書面同意和符合他附加的任何條件包括支付他要求的任何行政費及地價,不 得在批地文件夾附的圖則上以粉紅色加黑點標示的該地段部分(以下統稱為「粉紅色加黑點區 域」) 內的地面或從粉紅色加黑點範圍地面起向上伸展超過15米的空域內搭建或興建任何建築

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物、構築物和任何建築物或任何構築物的支撐物或伸展物。就本特別條件而言,署長對地面定 義作出的決定為最終決定及對承授人具有約束力。"

#### 3. 批地文件特別條件第(8)條規定:

- "(a) 不能在批地文件夾附的圖則上以粉紅色加藍斜線顯示的該地段部分(以下稱為「粉紅色加藍斜線區域」)之上、上面、以上、以下、下面或之內種植樹木或灌木和搭建或建造任何建築物或構築物或構築物或構築物的支撐物(按本特別條件第(c)款提供或建造的構築物除外)。
- (b)除本特別條件第(c)(i)款規定外,不能在粉紅色加藍斜線區域放置任何性質的物件或物料,以致可能阻礙進入和自由通過、出入、穿過粉紅色加藍斜線區域。如果署長認為(其意見是最終決定並對承授人有約束力)任何物件或物料可能阻礙進入和自由通過、出入、穿過粉紅色加藍斜線區域,署長有權向承授人發出書面通知,要求承授人在署長指定的時限內自費拆除或移走該等物件或物料,並恢復粉紅色加藍斜線區域至原狀,在各方面使署長滿意。

#### 4. 批地文件特別條件第(14)條規定:

- "受制於本批地文件特別條件第(8)(e)(i)條和(15)條規定,在履行批地文件於各方面使署長滿意之前,除非經署長預先書面同意和符合他施加的任何條件(包括他要求支付的任何費用),承授人不能:
- (a) 轉讓、放棄管有或以其他方式處理該地段或其中任何部分或任何權益或在其上的建築物或任何 建築物之部分(不論是直接或間接保留,授予優先拒絕權、選擇權或授權或任何其他方法、安排 或任何類型的文件)或訂立上述行為的任何協議;
- (b) 不論直接或間接或通過律師、代理人、承辦商或受託人或透過承授人或他的被提名人直接或間接有權益的公司、股份擁有人或持有承授人股份的擁有人或其他形式出售、轉讓或以其他形式處理或影響該地段或其中任何部分或在其上的任何建築物或任何建築物的部分,通過目前或今後,有條件或無條件的交易、招攬或收取任何金錢、金錢價值或任何形式的有價代價或訂立上述行為的任何協議;
- (c) 分租該地段或其上的任何建築物或任何建築物之部分或訂立上述行為的任何協議,除非租賃或 出租該地段或其上的任何建築物或任何建築物之部分符合下列的條款及條件:
  - (i) 該租賃或出租年期總數不超過10年,包括任何續期權;
  - (ii) 除非建築事務監督按《建築物條例》、其下的任何規例及任何修訂法例對租賃或出租的有關的建築物或建築物部分已發出入伙紙或臨時入伙紙,否則不能開始租賃或出租;

- (iii) 租戶毋須支付地價;
- (iv) 應付的地租不能超過全額租金;
- (v) 提前支付地租不能超過12個曆月;
- (vi)租賃協議或出租或租賃或出租協議准許的用途須符合批地文件規定;
- (vii)租賃協議或出租或租賃或出租協議的條款及條件不能違反批地文件;或
- (d) 按揭或抵押該地段或其中任何部分或其中任何權益,除非按批地文件規定進行開發,並只能通過建築按揭形式。特此同意為了本目的,建築按揭應屬於:
  - (i) 按揭或抵押該地段給予持牌銀行或《銀行條例》第16條、其下任何修訂條例或代替法例授權 的註冊存款公司,以擔保已經或擬將取得的貸款(及其利息),僅為了按批地文件開發該地段 和支付上述開發及按揭有關的法律及其他專業費用,惟上述費用總數不能超過按揭擔保的 總額之5%,而並非其他目的;
  - (ii) 上述貸款 (如對於完成工程) 只能按認可人士 (由承授人按《建築物條例》、其下的規例及任何修訂法例為開發該地段委任) 不時核實承授人開發該地段已支出的款項付予承授人;
  - (iii) 倘若承授人申請署長按本特別條件預先書面批准訂立任何協議,處理該地段任何份數或權益連同獨家使用與管有在該地段上已建或擬建建築物的任何單位的權利,承授人、承按人及保證金保存人(按下文界定)須訂立載有署長不時指定或要求的條款及要求之協議,包括但不限於以下各項:
    - (I) 承授人或保證金保存人按買賣合約(其條件須經過承按人批准)(以下稱為「買賣合約」) 收到有關任何單位、該地段的份數或權益的購買價或其中任何部分的一切款項須存入 保證金保存人與承按人開立、保持及操作並指定作開發該地段的銀行賬戶(以下稱為 「保證金保存人賬戶」);
    - (II) 不能從保證金保存人賬戶支出任何款項,除非取得承按人的預先書面批准和按買賣合約 的條件及署長同意的條件行事;及
    - (III) 承按人不可撤銷他對承授人承諾,一旦完成買賣將無條件地從建築按揭的擔保物中解除 已全數支付買賣合約規定的總購買價給保證金保存人賬戶的任何單位、該地段任何份數 或權益;
  - (iv) 承按人有責任及不可撤銷地承諾,一旦完成買賣,將無條件地從建築按揭的擔保物中解除已全 數支付買賣合約規定的總購買價存入保證金保存人賬戶的任何單位、該地段任何份數或 權益;

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(v) 就本特別條件而言,「保證金保存人」指承授人當時委任擔任買賣合約購買價的保證金保存人的任何律師行。"

### 5. 批地文件特別條件第(16)條規定:

"每次轉讓、按揭、抵押、分租該地段或其中任何部分或其權益如超過3年必須在土地註冊處 註冊。"

#### 6. 批地文件特別條件第(18)條規定:

"除了按本批地文件特別條件第 (8)(e) 條分割和歸還粉紅色加藍斜線區域,未經署長預先書面同意, 承授人不能分割(不論是通過轉讓或其他處理或通過其他方式)該地段或其中任何部分或經署長按 特別條件預先書面同意已經分割的任何分段,如果取得同意已進行分割,本批地文件特別條件第 (17)條適用於上述分割的每一分段,該特別條件提述的「該地段」即被該分段更換及代替。"

#### 7. 批地文件特別條件第(19)(a)條規定:

"承授人無權進入或進出該地段作車輛捅道。"

#### 8. 批地文件特別條件第(20)條規定:

"未經署長的預先書面同意,承授人不能削除、移除或移後該地段毗鄰或毗連的任何政府土地或在 任何政府土地上進行堆積、堆填或任何類型的斜坡護土工程,署長可自行酌情給予同意附帶他認為合 適的條款及條件,包括在支付他可決定的地價後授予額外的政府土地作為該地段的延伸段。"

#### 9. 批地文件特別條件第(25)條規定:

"(a) 承授人確認目前在該地段下面、之下、之內已建並運作一條污水隧道,在批地文件夾附的圖則上顯示及註明「SEWAGE TUNNEL」(以下稱為「污水隧道」) 和淨化海港計劃污水隧道保護區,在批地文件夾附的圖則上顯示與註明("HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL PROPTECTION AREA")。現授權予政府、署長、其官員、承辦商、工人及他們正式授權的其他人士在任何時候、帶上或不帶工具、設備、機器或車輛自由及不受限制地出入、經過

及再經過該地段或其中部分,旨在操作、檢查、保養、維修、翻新及建造污水隧道和進行署長可要求或授權的任何其他工程。政府、署長、其官員、承辦商、工人及他們正式授權的其他人士對他們行使本特別條件賦予的權利或上述操作、檢查、保養、維修、翻新及建造污水隧道和署長要求或授權的其他任何工程所產生或附帶造成承授人蒙受的任何損失、損害、滋擾或干擾,毋須承擔任何責任,承授人不能就上述任何損失、損害、滋擾或干擾要求補償或其他賠償。

(b) 承授人須在任何時候,特別是在進行工程及地盤工程期間自費採取或促使他人採取一切適當及充分的謹慎、技巧及預防措施,避免對污水隧道造成任何損壞、干擾或阻礙。承授人在進行任何工程或地盤工程之前必須提交處理在任何方面可能會影響污水隧道的工程或地盤工程的書面建議給署長批准。在署長對該工程或地盤工程及上述建議發出書面同意之前,承授人不能進行該工程或地盤工程。承授人必須自費履行署長授予上述批准時施加有關污水隧道的要求。"

#### 10. 批地文件特別條件第(26)條規定:

- "(a) (i) 特此作為例外及保留給政府在批地文件夾附的圖則上以藍色邊顯示的區域內屬於香港主水平基準以下39.8米和香港主水平基準以下23.0米的水平之間該地段的部分(以下稱為「高鐵預留範圍」),不能在該部分之內或之上搭建、建造或保留任何建築物、構築物或任何建築物、構築物的支撐物。承授人對此沒有擁有、管有或使用的權利或業權,亦不能對此要求任何權利或補償。
  - (ii) 特此作為例外及保留給政府、其官員、代理人、承辦商、工人、承租人及它其授權的人士、高鐵營運者及被提名人(分別按本特別條件第(c)款和(d)款定義)和他們正式授權的官員、公僕及承辦商免費享有下列權利:
    - (I) 具有專門權利及自由在批地文件批租的年期內於高鐵預留範圍之內、之上或之下它 認為合適的水平及深度建造、營運及保留廣深港高速鐵路香港段及其延伸段(以下稱 為「高鐵」)。高鐵建成後可按政府認為合適的人員、車輛、時間及方式使用;
    - (II) 有權在任何時候帶上或不帶工具、車輛、機器或設備出入、經過及再經過該地段和在其 上面的建築物進行工程,旨在對高鐵測試、檢查、檢驗、保養、改善及開發;

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- (III) 享有通過該地段及在該地段上面已建或擬建的任何建築物或構築物一切必要的地役權、 道路權,以出入高鐵預留範圍及其任何部分和支撐或附屬高鐵預留範圍的構築物及 裝置;
- (IV) 有權通過該地段或在其上面的任何建築物、構築物及搭建物或其中任何部分旁邊、 穿過、之上、上面、之下或之內的任何明渠、管道、電纜、污水渠、排水渠、導管、 煙道、槽、水道及其他傳導媒介將氣體、電力、水、排水或污水、空氣、電話線及其他 服務輸送出入高鐵預留範圍及其中部分。
- (iii) 政府、其官員、代理人、承辦商及工人、被許可人及其授權的人士對行使本特別條件第(a)(i) 款和(a)(ii)款賦予的權利所產生或附帶造成承授人或任何其他人士蒙受的任何損失、損害、 滋擾或干擾,毋須承擔任何責任。承授人不能對上述任何損失、損害、滋擾或干擾向他或 他們索償。承授人或其他任何人士不能根據任何法例或其他規定對本特別條件(a)(i)款和(a) (ii)款賦予的例外權及保留權提出反對或對使用高鐵預留範圍作高鐵用途或其他用途產生或造 成的任何責任、損失、損害、索償、費用、訴訟、要求及司法程序向政府要求補償。
- (b) 承授人須接受在高鐵預留範圍和該地段的毗鄰區域搭建或擬搭建的高鐵的範圍,不能對建造、 保養、存在或運作高鐵對該地段或承授人造成產生的任何損害、滋擾、煩擾、損失或不利向政 府或其任何官員、代理人、承租人、租客或其公僕授權的人士提出索償。
- (c) 在該地段開展任何工程包括但不限於勘察工程、拆除及清理工程,打樁或其他地基工程、其他 土木工程及建築工程之前,承授人必須諮詢政府或政府提名營運高鐵的任何人士(被提名營運 高鐵的人士在下文稱為「高鐵營運者」),確保該等工程沒有損壞、干涉或危及任何鐵路工程, 建築物、設施、裝置或高鐵的安全營運(署長對此作出的決定為最終決定)。如果政府要求,承授人 必須自費採取政府或高鐵營運者要求的預防措施,確保任何鐵路工程、建築物、設施、裝置及 高鐵營運的安全。
- (d) 承授人在該地段開展任何基礎結構工程之前必須諮詢政府或政府為建築、保護及營運高鐵提名的人士(以下稱為「被提名人士」),確保該基礎結構工程不論在規劃、完成及進行時沒有損壞、干涉或危及高鐵或其任何構築物、設施及裝置或高鐵的建築及營運安全(署長對此作出的決定為最終決定)。在諮詢期間,承授人須向政府提交政府或被提名人要求從高鐵的鐵路建築物或構築物包括但不限於高鐵預留範圍附近的鐵路圍欄、鐵路牆及所有軌道的外表面起30米內(以下稱為「保護區域」)進行任何臨時或永久工程的草圖或設計資料(如要求),該等工程包括但不限於監察儀器的類別及質量須經政府或被提名人士的同意。署長對鐵路構築物及保護區域定義的決定是最終決定及對承授人有約束力。

- (e) 承授人必須遵守與履行有關高鐵的一切條例、附例及法例。
- (f) 承授人不能以任何方式干擾高鐵的建築、使用及營運。
- (g) 承授人須自費履行建築事務監督、消防處處長及其他一切有關政府及法定當局發出在高鐵附近 建造(包括使用的物料)、維修及保養的建築物的一切特別要求。
- (h) 署長認為(他的決定是最終決定並對承授人有約束力)由承授人或其承辦商、公僕或代理人對 高鐵或其任何建築物、設施及裝置造成的任何損壞必須由承授人自費修復,使政府、被提名人士及 高鐵營運者滿意。
- (i) 承授人在接管該地段後必須設立與政府、被提名人及高鐵營運者之間的有效溝通渠道,上述渠道必須能有效地覆蓋所有時刻的任何緊急情況。"

#### 11. 批地文件特別條件第(27)條規定:

- "(a) 承授人須在批地文件批租的整個年期期間允許政府、署長及其官員、承辦商、代理人及其授權的任何人士及公用設施營運者及其人員、公僕、代理人、測量師、承辦商及工人,以及他們授權的任何人士(在合理預先發出通知,緊急情況除外)帶同或不帶工具、設備、機械、機器、車輛在任何時候免費進入該地段或其中部分或其上面的任何建築物或構築物之上、之內、之下、上面或穿過該地方,旨在:
  - (i) 檢查、保養、維修及重建高鐵預留範圍和進行署長認為有必要在其上面或之內進行的任何 工程;
  - (ii) 視察高鐵或其中任何部分的狀態及狀況,以便進行建築、維修、保養及更改工程;及
  - (iii) 檢查、鋪設、維修及保養橫跨、穿過高鐵預留範圍或在其下面的任何排水渠、污水渠及任何 其他服務設施。
- (b) 政府、署長及其官員、承辦商、代理人及按本特別條件第(a)款正式授權的任何人士對他或他們 行使本特別條件第(a)款賦予的權利所產生或附帶造成承授人或任何人士蒙受的任何損失、 損害、滋擾、干擾,毋須承擔任何責任,承授人不能就上述任何損失、損害、滋擾、干擾向他 或他們要求索償。"

#### 12. 批地文件特別條件第(28)條規定:

"不保證從利得街出入及穿過該地段的道路權,因此承授人須自費安排取得該道路權。未經署長的預 先書面同意,承授人不能建造,亦不能允許他人建造從該地段出入利得街的任何臨時或永久行人徑、 軌道、道路或行人路。"

#### 附註:

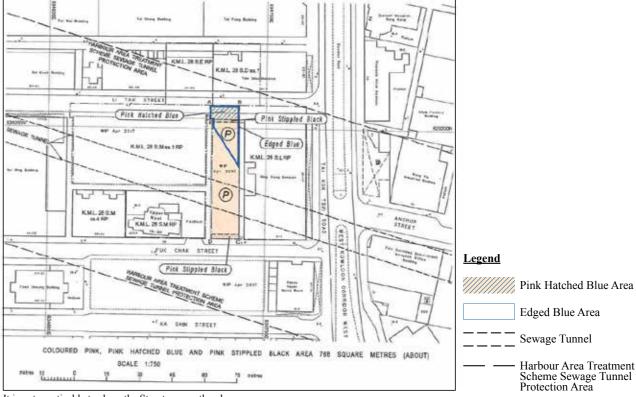
請参閱批地文件以了解全部詳情。全份批地文件已備於售樓處,在開放時間可供免費查閱,並可在支付必要的影印費用後獲取副本。就「批地文件的摘要」一節而言,「承授人」指市區重建局,在上下文義允許或要求之下包括它的繼承人及受讓人;「政府」指香港特別行政區政府;「署長」指地政總署署長;「香港」指香港特別行政區;「此等條件」指及包括批地文件的一般條件及特別條件。

- A. Facilities that are required under the land grant to be constructed and provided for the Government, or for public use
- 1. (a) The Pink Hatched Blue Area and the Structures as referred to in Special Condition No. (8) of the Land Grant.
  - (b) The general public has the right to use the facilities in accordance with the Land Grant.
- 2. (a) The Sewage Tunnel and the Harbour Area Treatment Scheme Sewage Tunnel Protection Area as referred to in Special Condition No. (25) of the Land Grant.
  - (b) A right of free and unrestricted ingress, engress and regress to, from or through the lot or any part thereof has been reserved unto the Government in accordance with the Land Grant.
- 3. (a) The XRL Reserved Area as referred to in Special Condition No. (26) of the Land Grant.
  - (b) A right of ingress, engress and regress to, from or through the lot or any building or buildings erected thereon has been excepted and reserved unto the Government; and the Government has been permitted to enter upon, in, under, over or through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon for such purposes, in accordance with the Land Grant.
- B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development
- 1. (a) The Pink Hatched Blue Area and the Structures as referred to in Special Condition No. (8) of the Land Grant.
  - (b) The general public has the right to use the facilities in accordance with the Land Grant.
- Note: Pursuant to Special Condition No. (8)(e)(ii) of the Land Grant, the carving out of the Pink Hatched Blue Area from Kowloon Inland Lot No.11259 was approved by Director of Lands on 28 October 2019. The Pink Hatched Blue Area was carved out from Kowloon Inland Lot No.11259 by a Deed Poll dated 26 November 2019 and registered in the Land Registry by Memorial No.19112802230319 and known as Section A of Kowloon Inland Lot No.11259. The Pink Hatched Blue Area does not form part of the lot (i.e. the Remaining Portion of Kowloon Inland Lot No.11259) on which the Development is constructed. There is no provision in the draft Deed of Mutual Covenant and Management Agreement in respect of the Development requiring the owners of the residential properties in the Development to be responsible for the expenses of managing, operating or maintaining the Pink Hatched Blue Area and the Structures.
- C. Open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

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

Not applicable.



It is not practicable to show the Structures on the plan.

This plan is for showing the locations of the Pink Hatched Blue Area, Edged Blue Area, Sewage Tunnel and Harbour Area Treatment Scheme Sewage Tunnel Protection Area only. Other matters shown in this plan may not reflect their latest condition.

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

This plan is a production of the plan as annexed to Conditions of Grant No.20308 of Kowloon Inland Lot No.11259, and is the plan referred to in this section.

#### F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land

- 1. Special Condition No. (8) of the Land Grant stipulates that:-
  - "(a) No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the structure or structures provided or constructed in accordance with sub-clause (c) of this Special Condition) shall be erected or constructed or placed on, over, above, under, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").
  - (b) Save as provided under sub-clause (c)(i) of this Special Condition, no object or material of whatsoever nature which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area shall be placed within the Pink Hatched Blue Area. Where in the opinion of the Director (whose opinion shall be final and binding upon the Grantee) there is any object or material which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area, the Director shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and within such time limit as shall be specified by the Director, to demolish or remove such object or material and to reinstate the Pink Hatched Blue Area in all respects to the satisfaction of the Director.
  - (c) (i) The Grantee shall:
    - (I) on or before the 31st day of March 2022 or such other date as may be approved by the Director, at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
      - (1) lay, form and surface the Pink Hatched Blue Area; and
      - (2) provide and construct vehicular and pedestrian passage ways together with such culverts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")
      - so that vehicular and pedestrian traffic may be carried on the Pink Hatched Blue Area;
    - (II) on or before the 31st day of March 2022 or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
    - (III) maintain, manage and repair at his own expense the Pink Hatched Blue Area together with

- the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (e) of this Special Condition.
- (ii) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (c)(i) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (iii) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (c)(i) of this Special Condition or the exercise of the rights by the Government, under sub-clause (c)(ii) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) (i) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (e) of this Special Condition permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot including the Pink Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (c)(i) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c)(ii) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
  - (ii) The Government, the Director and his officers, contractors and agents and any persons duly authorized under sub-clause (d)(i) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons duly authorized under sub-clause (d)(i) of this Special Condition.
- (e) (i) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the Structures and all structures, facilities, services and installations as referred to in subclause (c)(i)(III) of this Special Condition as the Director shall at his sole discretion specify to the Government free from all incumbrances and without any consideration, payment or compensation

- whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (ii) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Area to the Government pursuant to sub-clause (e)(i) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (e)(ii) shall not apply to a building mortgage as provided in Special Condition No. (14)(d) hereof. Prior to the said carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (iii) Save and except for the surrender as provided in sub-clause (e)(i) of this Special Condition, the Grantee shall not, except with the prior written consent of the Director, assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (e)(iii) shall not apply to a building mortgage as provided in Special Condition No. (14)(d) hereof and the assignment, mortgage or charge of the Pink Hatched Blue Area together with the Commercial Portion as provided in Special Condition No. (15) hereof.
- (f) (i) The Grantee shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than vehicular traffic and public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.
  - (ii) The Grantee shall prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (e)(i) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass by vehicles, on foot or by wheelchair along, to, from, by, through, over the Pink Hatched Blue Area.
  - (iii) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (f)(ii) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his

- authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (f)(ii) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (h) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f)(ii) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e)(i) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (i) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (e)(i) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Condition Nos. (7)(c) and (7)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the respective maximum gross floor areas stipulated in Special Condition Nos. (7)(c) and (7)(d) hereof cannot be attained.
- (j) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligation under this Special Condition or out of or in connection with the Pink Hatched Blue Area."
- 2. Special Condition No. (25) of the Land Grant stipulates that:
  - "(a) The Grantee acknowledges that there is a sewage tunnel shown and marked "SEWAGE TUNNEL" on

the plan annexed hereto (hereinafter referred to as "the Sewage Tunnel") constructed and running under, below and within the lot and the Harbour Area Treatment Scheme sewage tunnel protection area shown and marked "HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL PROTECTION AREA" on the plan annexed hereto. There is reserved unto the Government, the Director, their officers, contractors, workmen and other persons duly authorized by them at all times, with or without tools, equipment, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from or through the lot or any part thereof for the purposes of operating, inspecting, maintaining, repairing, renewing and reconstructing the Sewage Tunnel and for carrying out any other works which the Director may require or authorize. The Government, the Director, their officers, contractors, workmen and other persons duly authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by them of the rights conferred under this Special Condition or the said operation, inspection, maintenance, repair, renewal and reconstruction of the Sewage Tunnel and any other works so required or authorized by the Director, and no claim for compensation or otherwise shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (b) The Grantee shall at his own expense take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during the carrying out of the Works and the site works to avoid causing any damage, disturbance or obstruction to the Sewage Tunnel. The Grantee shall prior to carrying out any of the Works or the site works submit his proposals for dealing with the Sewage Tunnel which may be affected by the Works and the site works in writing to the Director for his approval in all respects. The Grantee shall not carry out any of the Works or the site works whatsoever until the Director shall have given his written approval to the Works and the site works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Sewage Tunnel in granting the aforesaid approval."
- 3. Special Condition No. (26) of the Land Grant stipulates that:
  - "(a) (i) There is excepted and reserved to the Government that part of the lot between the levels of 39.8 metres below the Hong Kong Principal Datum and 23.0 metres below the Hong Kong Principal Datum within the area shown edged blue on the plan annexed hereto (hereinafter referred to as "the XRL Reserved Area") as to which no building or structure or support for any building or structure shall be erected or constructed or remained within or thereon and the Grantee shall have no right of or title to the ownership, possession or use nor any right or claim to compensation whatsoever in respect thereof.
    - (ii) There is excepted and reserved to the Government, its officers, agents, contractors, workmen, licensees and those authorized by it, the XRL Operator and the Nominated Persons (as respectively defined in

- sub-clauses (c) and (d) of this Special Condition) and their duly authorized officers, servants and contractors free of costs and charges the following rights:
- (I) the exclusive right and liberty throughout the term hereby agreed to be granted to construct, operate and maintain the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link and any extension thereto (hereinafter referred to as "the XRL") at such level and to such depths as it sees fit in, above or below the XRL Reserved Area and the XRL when constructed may be used by such person or persons, by such vehicles, at such times and in such manner as the Government may see fit;
- (II) the right of ingress, egress and regress to, from and through the lot and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the XRL;
- (III) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the XRL Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the XRL Reserved Area;
- (IV) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the XRL Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.
- (iii) The Government, its officers, agents, contractors and workmen, licensees and those authorized by it shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons whether arising out of or incidental to the exercise of the rights conferred under sub-clauses (a)(i) and (a)(ii) of this Special Condition and no claim shall be made against him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance. Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a)(i) and (a)(ii) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the XRL Reserved Area for the purpose of the XRL or otherwise.
- (b) The Grantee shall satisfy himself as to the extent of the XRL constructed or to be constructed in the XRL Reserved Area and in the areas adjoining the lot and shall not make any claim against the Government or any of its officers, agents, lessees, tenants or those authorized by its servants, for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the lot or to the Grantee caused by or arising

- out of the construction, maintenance, presence or operation of the XRL.
- (c) Prior to the commencement of any works whatsoever on the lot including but not limited to site investigation works, demolition and removal works, piling or other foundation works and other civil engineering and building works, the Grantee shall consult the Government or any person or persons nominated by the Government to operate the XRL (the person or persons nominated to operate the XRL is hereinafter referred to as "the XRL Operator") so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the XRL (as to which the decision of the Director shall be conclusive) and if required by the Government the Grantee shall, at his own expense, take such precautions as may be required by the Government or the XRL Operator to ensure the safety of any railway works, structures, facilities or installations and the operation of the XRL.
- (d) Prior to the commencement of any substructure works to be done by the Grantee on the lot, the Grantee shall consult the Government or any person or persons nominated by the Government for the construction, protection and operation of the XRL (hereinafter referred to as "the Nominated Persons") so as to ensure that any such substructure works do not damage, interfere with or endanger the XRL, either planned, completed or being constructed, or any structures, facilities and installations thereof or the safe construction and operation of the XRL (as to which the decision of the Director shall be conclusive). During the consultation, the Grantee shall submit to the Government drawings or design information if required by the Government or the Nominated Persons, of any of the temporary and permanent works to be carried out within 30 metres from the outer surface of the railway structure or structures (including but not limited to the railway fence, the railway wall and all the rail or rails in the vicinity of the XRL Reserved Area) of the XRL (hereinafter referred to as "the Protection Area"). The works including but not limited to the type and quantity of the monitoring instrumentation shall be subject to the agreement of the Government or the Nominated Persons. The decision of the Director as to what constitutes the railway structure or structures and the Protection Area shall be final and binding on the Grantee.
- (e) The Grantee shall observe and comply with all Ordinances, bye-laws and regulations relating to the XRL.
- (f) The Grantee shall not interfere in any way with the construction, use and operation of the XRL.
- (g) The Grantee shall at his own expense comply with all special requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the XRL.
- (h) Any damage done to the XRL or any structures, facilities and installations thereof which in the opinion of the Director (whose opinion shall be final and binding on the Grantee) has been caused by the Grantee or by his contractors, servants or agents shall be made good by the Grantee at his own expense to the

- satisfaction of the Government, the Nominated Persons and the XRL Operator.
- (i) The Grantee shall establish adequate communication channels with the Government, the Nominated Persons and the XRL Operator as soon as the Grantee takes possession of the lot. Such channels shall be adequate to cover any emergency instances at all hours."
- 4. Special Condition No. (27) of the Land Grant stipulates that:
  - "(a) Throughout the term hereby agreed to be granted, the Grantee shall free of costs and at all times permit the Government, the Director and his officers, contractors and agents and any persons authorized by it and the operators of utility services and their officers, servants, agents, surveyors, contractors and workmen, and any persons authorized by them (upon giving prior reasonable notice except in the case of emergency) with or without tools, equipment, plant, machinery or motor vehicles to enter upon, in, under, over or through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon for the purposes of:
    - (i) inspecting, maintaining, repairing and re-constructing the XRL Reserved Area and carrying out any works which the Director may consider necessary thereon or therein;
    - (ii) viewing the state and condition of the XRL or any part or parts thereof for the purpose of carrying out construction, repair, maintenance and alteration works thereto; and
    - (iii)inspecting, laying, repairing and maintaining drains, sewers and any other services running across, through or under the XRL Reserved Area.
  - (b) The Government, the Director and his officers, contractors and agents and any persons duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (a) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance."
- G. Provisions of deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land

Clause 10.19 of Section X of the DMC provides that :-

"The Owner of the Commercial Accommodation shall perform, observe and comply with the provisions in relation to the Pink Hatched Blue Area contained in Special Condition No.(8) of the Government Grant prior to the surrender of the whole of the Pink Hatched Black Area to the Government."

#### Clause 10.14 of Section X of the DMC provides that :-

"There is reserved unto the Government, the Director of Lands, their officers, contractors, workmen and other persons duly authorized by them at all times, with or without tools, equipment, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from or through the Land or any part thereof for the purposes of operating, inspecting, maintaining, repairing, renewing and reconstructing the Sewage Tunnel and for carrying out any other works which the Director of Lands may require or authorize under Special Condition No.(25)(a) of the Government Grant."

#### Clause 10.15 of Section X of the DMC provides that :-

"There is excepted and reserved to the Government that no building or structure or support for any building or structure shall be erected or constructed or remained within the XRL Reserved Area or thereon and the Owners shall have no right of or title to the ownership, possession or use nor any right or claim to compensation whatsoever in respect thereof."

#### Clause 10.16 of Section X of the DMC provided that :-

"There is excepted and reserved to the Government, its officers, agents, contractors, workmen, licensees and those authorized by it, the XRL Operator and the Nominated Persons (as respectively defined in sub-clauses (c) and (d) of Special Condition No.(26) of the Government Grant) and their duly authorized officers, servants and contractors free of costs and charges the rights specified in Special Condition No.(26)(a)(ii) of the Government Grant."

#### Clause 10.17 of Section X of the DMC provides that :-

"The Owners shall free of costs and at all times permit the Government, the Director of Lands and his officers, contractors and agents and any persons authorized by it and the operators of utility services and their officers, servants, agents, surveyors, contractors and workmen, and any persons authorized by them (upon giving prior reasonable notice except in the case of emergency) with or without tools, equipment, plant, machinery or motor vehicles to enter upon, in, under, or through the Land or any part thereof or any building or buildings or structure or structures erected or to be erected thereon for the purposes specified in Special Condition No.(27)(a) of the Government Grant."

### A. 根據批地文件規定須興建並提供予政府或供公眾使用的設施

- 1. (a) 批地文件特別條件第(8)條所述的粉紅色加藍斜線區域及該等構築物。
  - (b) 公眾有權依據批地文件規定使用各項設施。
- 2. (a) 批地文件特別條件第(25)條所述的污水隧道及淨化海港計劃污水隧道保護區。
  - (b) 政府有權依據批地文件規定自由及不受限制地出入、經過及再經過該地段或其中部分。
- 3. (a) 批地文件特別條件第(26)條所述的高鐵專用預留範圍。
  - (b) 政府有權出入、經過及再經過該地段和在其上面的任何建築物;依據批地文件允許政府為諸目的進 入該地段或其中部分或其上面的任何建築物或構築物之上、之内、之下、上面或穿過其中。
- B. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施
- 1. (a) 批地文件特別條件第(8)條所述的粉紅色加藍斜線區域及該等構築物。
  - (b) 公眾有權依據批地文件規定使用各項設施。
- 註: 根據批地文件特別條件第(8)(e)(ii),地政總署署長於2019年10月28日批准將粉紅色加藍斜線區域 從九龍內地段第11259號中分割出來。根據一份日期為2019年11月26日並於土地註冊處以註冊摘要 編號19112802230319登記的分割契,粉紅色加藍斜線區域從九龍內地段第11259號中分割出來並稱 為九龍內地段第11259號第A段。粉紅色加藍斜線區域並不屬於發展項目在其上興建的該地段(即九 龍內地段第11259號餘段)之部份。發展項目的公契及管理協議擬稿中沒有條款要求發展項目中的住 宅物業的擁有人承擔粉紅色加藍斜線區域及該等構築物的管理、營運或維持的開支。
- C. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的休憩 用地的面積

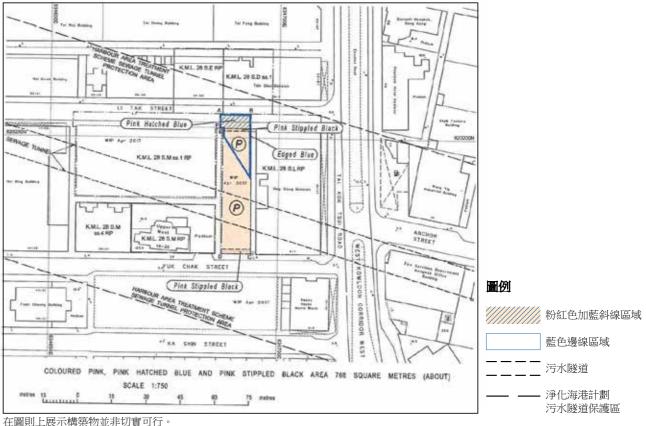
不適用。

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

不適用。

### E. 顯示該等設施、休憩用地及土地中的該等部分的位置的圖則

本圖則是附錄於九龍內地段第11259號之批地條件第20308號的圖則的複製本,亦是本節提及的圖則。



本圖則僅作顯示粉紅色加藍斜線區域、藍色邊線區域、污水隧道及淨化海港計劃污水隧道保護區的 位置。本圖中所示之其他事項未必能反映其最新狀況。

### F. 批地文件中關於該等設施、休憩用地及土地中的該等部分的條文

- 1. 批地文件特別條件第(8)條規定:
  - "(a) 不能在批地文件夾附的圖則上以粉紅色加藍斜線顯示的該地段部分(以下稱為「粉紅色加藍斜線區域」)之上、上面、以上、以下、下面或之內種植樹木或灌木和搭建或建造任何建築物或構築物或建築物或構築物的支撐物(按本特別條件第(c)款提供或建造的構築物除外)。
  - (b)除本特別條件第(c)(i)款規定外,不能在粉紅色加藍斜線區域放置任何性質的物件或物料,以致可能阻礙進入和自由通過、出入、穿過粉紅色加藍斜線區域。如果署長認為(其意見是最終決定並對承授人有約束力)任何物件或物料可能阻礙進入和自由通過、出入、穿過粉紅色加藍斜線區域,署長有權向承授人發出書面通知,要求承授人在署長指定的時限內自費拆除或移走該等物件或物料,並恢復粉紅色加藍斜線區域至原狀,在各方面使署長滿意。

### (c) (i) 承授人須:

- (I) 於2022年3月31日或之前或署長可能批准的其他日期,自費按署長批准的方式及物料,並 按署長批准的標準、水平、位置及設計進行下列工程,在各方面使署長滿意:
  - (1) 鋪設、構建及平整粉紅色加藍斜線區域;及
  - (2) 提供及建造車輛和行人通道連同暗渠、污水渠、排水渠、行人路或署長自行酌情要求的其他構築物(以下統稱為「該等構築物」)

讓車輛和行人之交通於粉紅色加藍斜線區域進行;

- (II) 於2022年3月31日或之前或署長可能批准的其他日期,自費在粉紅色加藍斜線區域鋪設路面、鋪路緣及渠道,並為其提供署長可能要求的集水溝、污水渠、排水渠、消防龍頭連同接駁至總喉的喉管、服務設施、街燈、交通標誌、街道設施、路面標記及植物,使署長滿意;及
- (III) 自費保養、管理及維修粉紅色加藍斜線區域連同該等構築物及在該區域建造、安裝及提供的所有構築物、路面、集水溝、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、路面標記及植物,使署長滿意,直至整個粉紅色加藍斜線區域已根據本特別條件第(e)款歸還政府管有。
- (ii) 如承授人未能在署長規定的時限內履行其在本特別條件第(c)(i)款的義務,政府可進行必要的工程,費用一概由承授人負責,承授人須在政府要求時向政府支付相等於該等費用的金額,該金額由署長決定,其決定為最終決定並對承授人具有約束力。

- (iii) 政府對於承授人履行其在本特別條件第(c)(i)款的義務或政府行使本特別條件第(c)(ii)款賦 予的權利所產生或附帶造成承授人或任何其他人士蒙受任何損失、損害、滋擾或干擾,毋 須承擔任何責任,而承授人不能就任何該等損失、損害、滋擾或干擾向政府提出任何 索償。
- (d) (i) 承授人須於其按本特別條件第(e)款歸還整個粉紅色加藍斜線區域給政府之前的所有合理時間,准許政府、署長及其官員、承判商、代理人及署長授權的任何人士有權帶上或不帶工具、設備、機器或車輛自由及不受限制出入、經過及往返該地段包括粉紅色加藍斜線區域,旨在檢查、檢驗及監督擬遵照本特別條件第(c)(i)款在粉紅色加藍斜線區域進行的任何工程,進行、檢查、檢驗及監督本特別條件第(c)(ii)款下的工程及署長認為必需在粉紅色加藍斜線區域進行的任何其他工程;
  - (ii) 政府、署長及其官員、承判商、代理人及任何根據本特別條件第(d)(i)款獲正式授權的人士 對於政府、署長及其官員、承判商、代理人及任何根據本特別條件第(d)(i)款獲正式授權的 人士行使進入權而產生或附帶造成承授人或任何人士蒙受的任何損失、損害、滋擾或干 擾,毋須承擔任何責任。
- (e) (i) 承授人須於署長要求的任何時候自費歸還或移交粉紅色加藍斜線區域或其中任何部分的空置管有權連同署長自行酌情指定本特別條件第(c)(i)(III)款提及的建築物及一切構築物、設施、服務及裝置給政府,不帶任何產權負擔和政府毋須支付任何代價、付款或補償給承授人,但是政府沒有任何責任應承授人的要求接受歸還紅色加藍斜線區域或其中任何部分,而在政府認為合適才會作出上述收回。為此目的,承授人須按署長批准或要求的格式及載有的條文自費訂立土地歸還契約及其他任何必要的文件。
  - (ii) 按本特別條件第(e)(i)款歸還整個粉紅色加藍斜線區域給政府之前,承授人不能轉讓、按揭、抵押、讓與、分租、放棄管有或以其他方式處理或設定產權負擔於該地段或其中任何部分或其權益或其上的建築物或建築物的任何部分或訂立有關協議,除了承授人已自費從該地段分割出粉紅色加藍斜線區域使署長滿意,但是本第(e)(ii)款不適用於本批地文件特別條件第(14)(d)條規定的建築按揭,在上述分割之前,承授人須自費提交分割文件給署長書面批准。
  - (iii) 除本特別條件第(e)(i)款規定的歸還外,未經署長預先書面同意,承授人不能轉讓、按揭、抵押、讓與、分租、放棄管有或以其他方式處理或設定產權負擔於該地段或其中任何部分或其權益或其上的建築物或建築物的任何部分或訂立有關協議,但是本第(e)(iii)款不適用本批地文件特別條件第(14)(d)條規定的建築按揭和粉紅色加藍斜線區域連同本批地文件特別條件第(15)條規定商業部分的轉讓、按揭或抵押。

- (f) (i) 承授人只能使用粉紅色加藍斜線區域或其中任何部分作車輛交通和公眾人士徒步或乘坐輪 椅通行或署長自行酌情批准的其他用途。不能在粉紅色加藍斜線區域或其中任何部分儲存 貨物或停泊車輛。
  - (ii) 在按本特別條件第(e)(i)款歸還整個粉紅色加藍斜線區域給政府之前,承授人須允許一切公眾人士在白天和晚上的任何時間內為了一切合法目的自由及毋須支付任何性質的費用以車輛、徒步或乘坐輪椅行經、出入、經過、越過粉紅色加藍斜線區域。
  - (iii) 政府對承授人履行本特別條件第(f)(ii)款規定承授人的責任而產生或附帶造成承授人或任何其他人士蒙受的任何損失、損害、滋擾或干擾,毋須承擔任何責任。承授人不能就上述任何損失、損害、滋擾或干擾向政府或署長或其授權的官員提出賠償或其他形式申索。
- (g) 特此明文同意、聲明及訂明,本特別條件第(f)(ii)款對承授人施加的責任並非指承授人擬撥出 或政府同意撥出粉紅色加藍斜線區域或其中任何部分給公眾享有其通行權。
- (h) (i) 特此明文同意與聲明,本特別條件第(f)(ii)款對承授人施加的責任並非給予期待或要求取得《建築物 (規劃)規例》第22(1)條、其下任何修訂或代替規例或其他法例下對額外上蓋面積或地積比的任何優惠或權利。為免存疑,承授人明文放棄取得《建築物 (規劃)規例》第22(1)條、其下任何修訂或代替規例或其他法例下對額外上蓋面積或地積比的任何優惠或權利之任何要求。
  - (ii) 特此還明文同意與聲明,本特別條件第(e)(i)款對承授人施加的責任並非給予期待或要求取得《建築物(規劃)規例》第22(2)條、其下任何修訂或代替規例或其他法例下對額外上蓋面積或地積比的任何優惠或權利。為免存疑,承授人明文放棄取得《建築物(規劃)規例》第22(2)條、其下任何修訂或代替規例或其他法例下對額外上蓋面積或地積比的任何優惠或權利之任何要求。
- (i) 承授人同意並接受在按本特別條件第(e)(i)款歸還粉紅色加藍斜線區域或其中任何部分後開發或 重建該地段或其中任何部分時,因為該地段的面積減少或其他原因,承授人可能未能取得本批 地文件特別條件第(7)(c)條及(7)(d)條規定的最大總樓面面積。如果未能取得本批地文件特別條件 第(7)(c)條及(7)(d)條規定的最大總樓面面積,政府沒有責任給予和承授人不能要求政府授予補償 或退還任何地價或其他開支。
- (j) 承授人須對承授人、他的傭工、工人及承判商於履行本特別條件對承授人施加的責任或因為或有關粉紅色加藍斜線區域所作出或不作出的任何事宜直接或間接產生或有關的一切責任及一切訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府並保證其被彌償。"

### 2. 批地文件特別條件第(25)條規定:

- "(a)承授人確認目前在該地段下面、之下、之內已建並運作一條污水隧道,在批地文件夾附的圖則上顯示及註明「SEWAGE TUNNEL」(以下稱為「污水隧道」) 和淨化海港計劃污水隧道保護區,在批地文件夾附的圖則上顯示與註明"HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL PROPTECTION AREA"。現授權予政府、署長、其官員、承辦商、工人及他們正式授權的其他人士在任何時候、帶上或不帶工具、設備、機器或車輛自由及不受限制地出入、經過及再經過該地段或其中部分,旨在操作、檢查、保養、維修、翻新及建造污水隧道和進行署長可要求或授權的任何其他工程。政府、署長、其官員、承辦商、工人及他們正式授權的其他人士對他們行使本特別條件賦予的權利或上述操作、檢查、保養、維修、翻新及建造污水隧道和署長要求或授權的其他任何工程所產生或附帶造成承授人蒙受的任何損失、損害、滋擾或干擾,毋須承擔任何責任,承授人不能就上述任何損失、損害、滋擾或干擾,毋須承擔任何責任,承授人不能就上述任何損失、損害、滋擾或干擾要求補償或其他賠償。
- (b)承授人須在任何時候,特別是在進行工程及地盤工程期間自費採取或促使他人採取一切適當及充分的謹慎、技巧及預防措施,避免對污水隧道造成任何損壞、干擾或阻礙。承授人在進行任何工程或地盤工程之前必須提交處理在任何方面可能會影響污水隧道的工程或地盤工程的書面建議給署長批准。在署長對該工程或地盤工程及上述建議發出書面同意之前,承授人不能進行該工程或地盤工程。承授人必須自費履行署長授予上述批准時施加有關污水隧道的要求。"

### 3. 批地文件特別條件第(26)條規定:

- "(a)(i) 特此作為例外及保留給政府在批地文件夾附的圖則上以藍色邊顯示的區域內屬於香港主水平基準以下39.8米和香港主水平基準以下23.0米的水平之間該地段的部分(以下稱為「高鐵預留範圍」),不能在該部分之內或之上搭建、建造或保留任何建築物、構築物或任何建築物、構築物的支撐物。承授人對此沒有擁有、管有或使用的權利或業權,亦不能對此要求任何權利或補償。
  - (ii) 特此作為例外及保留給政府、其官員、代理人、承辦商、工人、被許可人及它授權的人士、高鐵營運者及被提名人(分別按本特別條件第(c)款和(d)款定義)和他們正式授權的官員、公僕及承辦商免費享有下列權利:
    - (I) 具有專門權利及自由在批地文件批租的年期內於高鐵預留範圍之內、之上或之下它認 為合適的水平及深度建造、營運及保留廣深港高速鐵路香港段及其延伸段(以下稱 為「高鐵」)。高鐵建成後可按政府認為合適的人員、車輛、時間及方式使用;

- (II) 有權在任何時候帶上或不帶工具、車輛、機器或設備出入、經過及再經過該地段和在 其上面的建築物進行工程,旨在對高鐵測試、檢查、檢驗、保養、改善及開發;
- (III) 享有通過該地段及在該地段上面已建或擬建的任何建築物或構築物一切必要的地役權、道路權,以出入高鐵預留範圍及其任何部分和支撐或附屬高鐵預留範圍的構築物及裝置;
- (IV) 有權通過該地段或在其上面的任何建築物、構築物及搭建物或其中任何部分旁邊、 穿過、之上、上面、之下或之內的任何明渠、管道、電纜、污水渠、排水渠、導管、 煙道、槽、水道及其他傳導媒介將氣體、電力、水、排水或污水、空氣、電話線及 其他服務輸送出入高鐵預留範圍及其中部分。
- (iii) 政府、其官員、代理人、承辦商及工人、被許可人及其授權的人士對行使本特別條件第 (a)(i)款和(a)(ii)款賦予的權利所產生或附帶造成承授人或任何其他人士蒙受的任何損失、 損害、滋擾或干擾,毋須承擔任何責任。承授人不能對上述任何損失、損害、滋擾或干擾 向他或他們索償。承授人或其他任何人士不能根據任何法例或其他規定對本特別條件(a)(i) 款和(a)(ii)款賦予的例外權及保留權提出反對或對使用高鐵預留範圍作高鐵用途或其他用途 產生或造成的任何責任、損失、損害、索償、費用、訴訟、要求及司法程序向政府要求 補償。
- (b) 承授人須接受在高鐵預留範圍和該地段的毗鄰區域搭建或擬搭建的高鐵的範圍,不能對建造、 保養、存在或運作高鐵對該地段或承授人造成產生的任何損害、滋擾、煩擾、損失或不利向政 府或其任何官員、代理人、承租人、租客或其公僕授權的人士提出索償。
- (c)在該地段開展任何工程包括但不限於勘察工程、拆除及清理工程,打樁或其他地基工程、其他 土木工程及建築工程之前,承授人必須諮詢政府或政府提名營運高鐵的任何人士(被提名營運 高鐵的人士在下文稱為「高鐵營運者」),確保該等工程沒有損壞、干涉或危及任何鐵路工程, 建築物、設施、裝置或高鐵的安全營運(署長對此作出的決定為最終決定)。如果政府要求,承授人 必須自費採取政府或高鐵營運者要求的預防措施,確保任何鐵路工程、建築物、設施、裝置及 高鐵營運的安全。
- (d) 承授人在該地段開展任何基礎結構工程之前必須諮詢政府或任何政府為建築、保護及營運 高鐵提名的人士(以下稱為「被提名人士」),確保該基礎結構工程不論在規劃、完成及進行時沒有 損壞、干涉或危及高鐵或其任何構築物、設施及裝置或高鐵的建築及營運安全(署長對此作出的 決定為最終決定)。在諮詢期間,承授人須向政府提交政府或被提名人要求從高鐵的鐵路建築物 或構築物包括但不限於高鐵預留範圍附近的鐵路圍欄、鐵路牆及所有軌道的外表面起30米內(以

下稱為「保護區域」)進行任何臨時或永久工程的草圖或設計資料(如要求),該等工程包括但不限於監察儀器的類別及質量須經政府或被提名人士的同意。署長對鐵路構築物及保護區域定義的決定是最終決定及對承授人有約束力。

- (e) 承授人必須遵守與履行有關高鐵的一切條例、附例及法例。
- (f) 承授人不能以任何方式干擾高鐵的建築、使用及營運。
- (g) 承授人須自費履行建築事務監督、消防處處長及其他一切有關政府及法定當局發出與高鐵有關或在高鐵附近建造(包括使用的物料)、維修及保養的建築物或其任何部分的一切特別要求。
- (h)署長認為(他的決定是最終決定並對承授人有約束力)由承授人或其承辦商、公僕或代理人對 高鐵或其任何建築物、設施及裝置造成的任何損壞必須由承授人自費修復,使政府、被提名人士及 高鐵營運者滿意。
- (i) 承授人在接管該地段後必須設立與政府、被提名人及高鐵營運者之間的有效溝通渠道,上述渠道必須能有效地覆蓋所有時刻的任何緊急情況。"

### 4. 批地文件特別條件第(27)條規定:

- "(a)承授人須在批地文件批租的整個年期期間允許政府、署長及其官員、承辦商、代理人及其授權的任何人士及公用設施營運者及其人員、公僕、代理人、測量師、承辦商及工人,以及他們授權的任何人士(在合理預先發出通知,緊急情況除外)帶同或不帶工具、設備、機械、機器、車輛在任何時候免費進入該地段或其中部分或其上面的任何建築物或構築物之上、之內、之下、上面或穿過該地方,旨在:

  - (ii) 視察高鐵或其中任何部分的狀態及狀況,以便進行建築、維修、保養及更改工程;及
  - (iii) 檢查、鋪設、維修及保養橫跨、穿過高鐵預留範圍或在其下面的任何排水渠、污水渠及 任何其他服務設施。
- (b)政府、署長及其官員、承辦商、代理人及按本特別條件第(a)款正式授權的任何人士對他或他們 行使本特別條件第(a)款賦予的權利所產生或附帶造成承授人或任何人士蒙受的任何損失、 損害、滋擾、干擾,毋須承擔任何責任,承授人不能就上述任何損失、損害、滋擾、干擾向他 或他們要求索償。

### G. 指明住宅物業的公契中關於該等設施、休憩用地及土地中的該等部分的條文

### 公契第十章第10.19條規定:-

"在歸還整個粉紅色加藍斜線區域給政府之前,商業部分業主須履行、遵守及執行政府批地文件特別條件第(8)條對粉紅色加藍斜線區域的規定。"

### 公契第十章第10.14條規定:-

"政府批地文件特別條件第(25)(a)條規定,政府、署長、其官員、承辦商、工人及他們正式授權的其他人士獲新權益保留在任何時候、帶上或不帶工具、設備、機器或車輛自由及不受限制地出入、經過及再經過該土地或其中部分,旨在操作、檢查、保養、維修、翻新及建造污水隧道和進行地政總署署長根據政府批地文件特別條件第(25)(a)條規定可要求或授權的任何其他工程。"

### 公契第十章第10.15條規定:-

"已作為原權益保留及新權益保留給政府,在高鐵預留範圍之內或之上不能搭建、建造或保留任何建築物、構築物或任何建築物、構築物的支撐物,以及業主對此沒有擁有、管有或使用的權利或業權,亦不能對此要求任何權利或申索補償。"

### 公契第十章第10.16條規定:-

"額外保留給政府、其官員、代理人、承辦商、工人、承租人及其授權的人士、高鐵營運者及被提名人(分別按政府批地文件特別條件第26條第(c)和(d)款定義)和他們正式授權的官員、公僕及承辦商免費享有政府批地文件特別條件第(26)(a)(ii)條指定的權利。"

### 公契第十章第10.17條規定:-

"業主須允許政府、地政總署署長及其官員、承辦商、代理人及它授權的任何人士及公用設施營運者 及其人員、公僕、代理人、測量師、承辦商、工人及他們授權的任何人士(在合理預先發出通知,緊 急情況除外)帶同或不帶工具、設備、機械、機器、車輛在任何時候免費進入該土地或其中部分或其 上面的任何建築物或構築物之上、之內、之下、上面或穿過該地方,旨在履行政府批地文件特別條件 第(27)(a)條的規定。"

## WARNING TO PURCHASERS

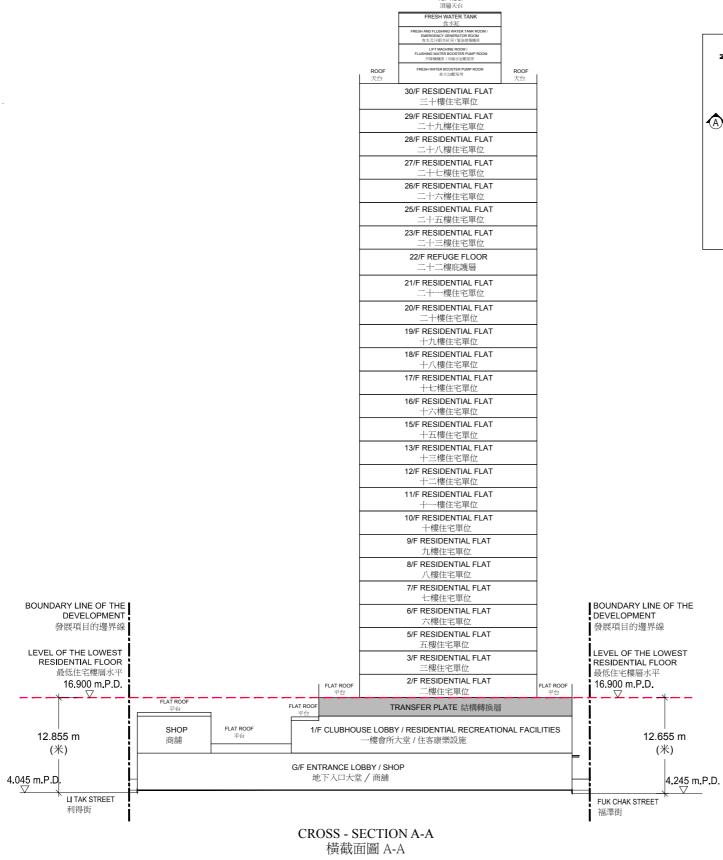
# 對買方的警告

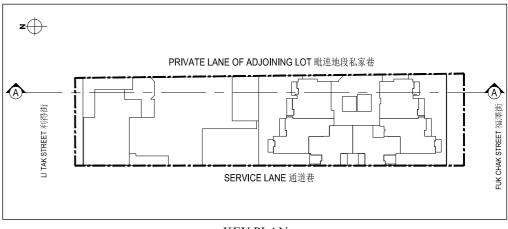
- 1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to 1. 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外),以在交易中代表買方行事。 act for the purchaser in relation to the transaction.
- 2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
- 3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser:-
  - (i) that firm may not be able to protect the purchaser's interests; and
  - (ii) the purchaser may have to instruct a separate firm of solicitors.
- 4. In the case of paragraph (3)(ii) above, the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

- 2. 如買方聘用上述的獨立的律師事務所,以在交易中代表買方行事,該律師事務所將會能夠向買方提供 獨立意見。
- 3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事,而擁有人與買方之間出現利益衝突: -
  - (i) 該律師事務所可能不能夠保障買方的利益;及
  - (ii) 買方可能要聘用一間獨立的律師事務所。
- 4. 如屬上述(3)(ii)段的情況,買方須支付的律師費用總數,可能高於如買方自一開始即聘用一間獨立的律 師事務所便須支付的費用。

## CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目中的建築物的橫截面圖





KEY PLAN 示意圖

## Legend 圖例:

- ∇ Height in metres above the Hong Kong Principal Datum (HKPD)
  - 香港主水平基準以上高度(米)
- **—---** Boundary Line of the Development 發展項目的邊界線
- m.P.D. = metres above the Hong Kong Principal Datum (HKPD) 為香港主水平基準

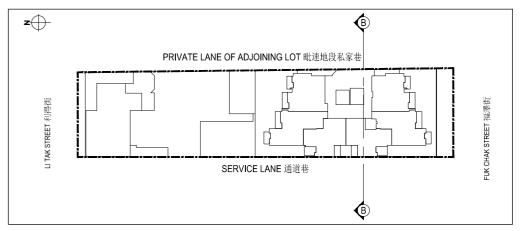
Note 附註:

This cross-section plan is not drawn to scale. 此橫截面圖並非按照比例繪圖。

- 1. The part of Li Tak Street adjacent to the building is 4.045 metres above the Hong Kong Principal Datum.
- 2. The part of Fuk Chak Street adjacent to the building is 4.245 metres above the Hong Kong Principal Datum.
- 1. 毗連建築物的一段利得街為香港主水平基準以上4.045米。
- 2. 毗連建築物的一段福澤街為香港主水平基準以上4.245米。

## CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目中的建築物的橫截面圖 30/F RESIDENTIAL FLAT 三十樓住宅單位 29/F RESIDENTIAL FLAT 二十九樓住宅單位 28/F RESIDENTIAL FLAT 二十八樓住宅單位 27/F RESIDENTIAL FLAT 二十七樓住宅單位 26/F RESIDENTIAL FLAT 二十六樓住宅單位 25/F RESIDENTIAL FLAT 二十五樓住宅單位 23/F RESIDENTIAL FLAT 二十三樓住宅單位 22/F REFUGE FLOOR 二十二樓庇護層 21/F RESIDENTIAL FLAT 二十一樓住宅單位 20/F RESIDENTIAL FLAT 二十樓住宅單位 19/F RESIDENTIAL FLAT 十九樓住宅單位 18/F RESIDENTIAL FLAT 十八樓住宅單位 17/F RESIDENTIAL FLAT 十七樓住宅單位 16/F RESIDENTIAL FLAT 十六樓住宅單位 15/F RESIDENTIAL FLAT 十五樓住宅單位 13/F RESIDENTIAL FLAT 十三樓住宅單位 12/F RESIDENTIAL FLAT 十二樓住宅單位 11/F RESIDENTIAL FLAT 十一樓住宅單位 10/F RESIDENTIAL FLAT 十樓住宅單位 9/F RESIDENTIAL FLAT 九樓住宅單位 8/F RESIDENTIAL FLAT 八樓住宅單位 7/F RESIDENTIAL FLAT 七樓住宅單位 BOUNDARY LINE OF THE BOUNDARY LINE OF THE 6/F RESIDENTIAL FLAT DEVELOPMENT DEVELOPMENT 六樓住字單位 發展項目的邊界經 發展項目的邊界線 5/F RESIDENTIAL FLAT 五樓住宅單位 LEVEL OF THE LOWEST RESIDENTIAL FLOOR 3/F RESIDENTIAL FLAT 2/F RESIDENTIAL FLAT 16.900 m.P.D. 二樓住宅單位 TRANSFER PLATE 結構轉換層 1/F CLUBHOSE LOBBY / RESIDENTIAL RECREATIONAL FACILITIES 一樓會所大堂 / 住客康樂設施 12.530 m (米) G/F ENTRANCE LOBBY / SHOP 4.370 m.P.D. 地下入口大堂 / 商舖 PRIVATE LANE OF SERVICE LANE ADJOINING LOT 通道巷



KEY PLAN 示意圖

## Legend 圖例:

Height in metres above the Hong Kong Principal Datum (HKPD)

香港主水平基準以上高度(米)

Boundary Line of the Development

發展項目的邊界線

m.P.D. = metres above the Hong Kong Principal Datum (HKPD) 為香港主水平基準

Note 附註:

This cross-section plan is not drawn to scale. 此橫截面圖並非按照比例繪圖

1. 毗連建築物的一段通道巷為香港主水平基準以上4.370米。

毗連地段私家巷

CROSS - SECTION B-B 横截面圖 B-B

<sup>1.</sup> The part of Service Lane adjacent to the building is 4.370 metres above the Hong Kong Principal Datum.

# **ELEVATION PLAN**





東立面圖

Authorized Person for the Development certified that the elevations shown on this plan: (a) are prepared on the basis of the approved building plans for the Development as of 3 June 2020; and

(b) are in general accordance with the outward appearance of the Development.

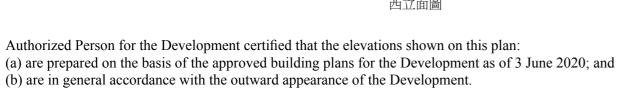


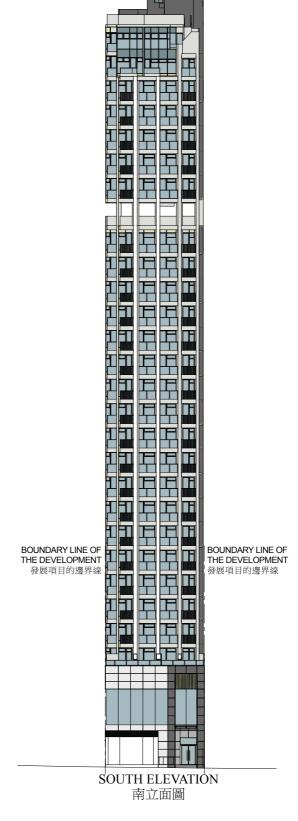
發展項目的認可人士證明本圖顯示的立面:

- (a)以2020年6月3日的情況為準的本項目的經批准的建築圖則為基礎擬備;及
- (b) 大致上與本項目的外觀一致。

# ELEVATION PLAN







發展項目的認可人士證明本圖顯示的立面:

- (a)以2020年6月3日的情况為準的本項目的經批准的建築圖則為基礎擬備;及
- (b) 大致上與本項目的外觀一致。

## INFORMATION ON COMMON FACILITIES IN THE DEVELOPMENT

發展項目中的公用設施的資料

Common Facilities		ered <b></b> <b></b> <b></b> <b></b> <b></b> <b></b> <b></b> <b></b> <b></b> <b></b> <b></b> <b></b> <b></b>	Uncovered 無上蓋遮蓋		Total Area 總面積	
公用設施	Area (sq. m.) 面積(平方米)	Area (sq. ft.) 面積(平方呎)	Area (sq. m.) 面積(平方米)	Area (sq. ft.) 面積(平方呎)	Area (sq. m.) 面積(平方米)	Area (sq. ft.) 面積(平方呎)
Residents' clubhouse (including any recreational facilities for residents' use) 住客會所 (包括供住客使用的任何康樂設施)	117.155	1,261	-	-	117.155	1,261
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise) 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱)	-	-	-	-	-	-
Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱)	-	-	-	-	-	-

### Notes 附註

# INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT

閱覽圖則及公契

- 1. Copies of outline zoning plans relating to the Development are available for inspection at www.ozp.tpb.gov.hk
- 2. (a) Copies of the following document are available for inspection at the place at which the residential property is offered to be sold
  - the latest draft of every Deed of Mutual Covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold.
  - (b) The inspection is free of charge.

- 1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk
- 2. (a) 以下文件的文本存放在發售住宅物業的售樓處,以供閱覽 -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。
  - (b)無須為閱覽付費。

<sup>1.</sup> The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎,並四捨五人至整數。以平方呎計算之面積與以平方米計算之面積與以平方米計算之面積可能有些微差異。

<sup>2.</sup> Areas in square metres as specified above are based on the latest approved building plans.

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。

1. E	xterior Finishes					
Iten	n	Description				
(a)	External Wall	Type of finishes	Residential tower	Curtain wall, ceramic tiles, aluminium cladding, aluminium louvre and emulsion paint		
			Podium	Glass wall, ceramic tiles, aluminium cladding and aluminium louvre		
(b)	Window	Material of frame	Fluorocarbon coated alumini	um frame		
		Material of glass	Living Room/Dining Room, Master Bedroom and Bedroom	Insulated Glazing Unit (IGU) with low-e coating glass, tinted tempered glass		
			Bathroom (If window provided)	Acid-etched tempered glass		
			Kitchen	Tinted tempered glass		
(c)	Bay Window	Material of bay window	Not applicable			
		Material of window sill finishes	Not applicable			
(d)	Planter	Type of finishes	Not applicable			
(e)	Verandah or	Type of finishes	Balcony			
	Balcony		Balustrade	Laminated tempered glass balustrade with aluminium capping		
			Wall	Ceramic tiles, aluminium cladding and curtain wall		
			Floor	Homogeneous tiles		
			Ceiling	Ceramic tiles and emulsion paint		
			Verandah	Not applicable		
		Whether it is covered	Balcony	Balconies are covered		
			Verandah	Not applicable		
(f)	Drying Facilities for Clothing	Type and material	Aluminium motorized drying rack			

1. 夕	1. 外部 <b>装修物料</b>						
細項	į	描述					
(a)	外牆	裝修物料的類型	住宅大樓	幕牆、瓷磚、鋁質飾板、 鋁質百葉及乳膠漆			
			基座	玻璃牆、瓷磚、鋁質飾板 及鋁質百葉			
(b)	窗	框的用料	氟化碳塗層鋁質窗框				
		玻璃的用料	客廳/飯廳、主人睡房及 睡房	採用雙層中空低輻射鍍膜 玻璃,有色鋼化玻璃			
			浴室 (如有窗)	酸蝕鋼化玻璃			
			廚房	有色鋼化玻璃			
(c)	窗台	窗台用料	不適用				
		窗台板的裝修物料	不適用				
(d)	花槽	裝修物料的類型	不適用				
(e)	陽台或露台	裝修物料的類型	露台				
			欄杆	隔層鋼化玻璃欄杆 連鋁質頂冚			
			牆壁	瓷磚、鋁質飾板及幕牆			
			地板	均質磚			
			天花	瓷磚及髹上乳膠漆			
			陽台	不適用			
		是否有蓋	露台	露台均有蓋			
			陽台	不適用			
(f)	乾衣設施	類型及用料	鋁質電動晾衣架				

2. Ir	terior finishes	Š				
Iten	1	Description				
(a)	Lobby	Type of wall, floor and	d ceiling finishes			
			Wall	Floor	Ceiling	
		Entrance lobby at G/F	Natural stone, stainless steel and glass	Natural stone	Gypsum board with emulsion paint	
		Clubhouse lobby at 1/F	Wall paper and stainless steel	Natural stone and stainless steel	Stainless steel and gypsum board with emulsion paint	
		Residential floor lift lobby at 2/F-3/F, 5/F-13/F, 15/F-21/F, 23/F & 25/F-30/F	Plastic laminate and stainless steel	Natural stone, porcelain tiles and stainless steel	Gypsum board with emulsion paint	
		Refuge floor lift lobby at 22/F	Homogeneous tiles	Porcelain tiles	Emulsion paint	
(b)	Internal wall	Type of wall and ceiling	ng finishes for living ro	om, dining room and b	edroom	
	and ceiling		Wall	Ceiling		
		Living Room/ Dining Room	Emulsion paint on exposed surfaces	Emulsion paint and gy with emulsion paint or		
		Bedroom	Emulsion paint on exposed surfaces	Emulsion paint and gy with emulsion paint or	exposed surfaces	
(c)	Internal floor	Material of floor and skirting for living room, dining room and bedroom				
			Floor	Skirting		
		Living Room/ Dining Room	Engineered timber flooring; natural stone border provided between Living Room / Dining Room and door of Balcony, Utility Platform and Flat Roof	Timber skirting		
		Bedroom	Engineered timber flooring; natural stone border provided between Bedroom and door of Balcony, Utility Platform and Flat Roof	Timber skirting		
(d)	Bathroom	Type of wall, floor and		T	I	
			Wall	Floor	Ceiling	
		Type of finishes	Porcelain tiles on exposed surfaces up to false ceiling level	Natural stone and porcelain tiles on exposed surfaces	Aluminium false ceiling for all flats except Flat B & E on 28/F and Flat A & D on 29/F. Aluminium false ceiling and gypsum board bulkhead with emulsion paint for Flat B & E on 28/F and Flat A & D on 29/F.	
		Whether the wall finishes run up to the ceiling	Up to the level of false	eceiling		

2. 内	部裝修物料							
細項	į	描述						
(a)	大堂	牆壁、地板、天花板的裝修物料的類型						
			牆壁	地板	天花板			
		地下之人口大堂	天然石材、不銹鋼 及玻璃	天然石材	石膏板面髹上乳膠 漆			
		1樓之會所大堂	牆紙及不銹鋼	天然石材及不銹鋼	不銹鋼及石膏板面 髹上乳膠漆			
		2樓至3樓、5樓至 13樓、15樓至21樓、 23樓及25樓至30樓之 住宅樓層升降機 大堂	膠板及不銹鋼	天然石材、高溫瓷 質磚及不銹鋼	石膏板面髹上乳膠漆			
		22樓之庇護層升降 機大堂	均質磚	高溫瓷質磚	乳膠漆			
(b)	内牆及天	客廳、飯廳及睡房的	牆壁及天花板的裝修	物料的類型				
	花板		牆壁	天花板				
		客廳/飯廳	乳膠漆髹於外露 位置	於外露位置髹上乳膠漆及石膏板假陣髹」 乳膠漆				
		睡房	乳膠漆髹於外露 位置	於外露位置髹上乳膠漆及石膏板假陣髹上 乳膠漆				
(c)	内部地板	客廳、飯廳及睡房的地板及牆腳線的用料						
			地板	牆腳線				
		客廳/飯廳	複合木地板;另客廳/飯廳通往露台、 工作平台及平台門 之間鋪砌天然石圍 邊	木牆腳綫				
		睡房	複合木地板;另睡 房通往露台、工作 平台及平台門之間 鋪砌天然石圍邊	木牆腳綫				
(d)	浴室	牆壁、地板及天花板	的裝修物料的類型					
			牆壁	地板	天花板			
		裝修物料的類型	高溫瓷質磚鋪砌於 外露位置至假天花 高度	天然石材及高溫瓷 質磚鋪砌於外露位 置	鋁質假天花於所有單位除28樓B及 E單位及29樓A及D單位外 鋁質假天花及石膏板假陣髹上乳膠漆於28樓B及E單位及 29樓A及D單位			
		牆壁的裝修物料是 否鋪至天花板	裝修物料鋪至假天花					

2. In	nterior finishes	<b>S</b>				
Iten	1	Description				
(e)	Kitchen	Type of wall, floor	r, ceiling and cook	ing bench finishes		
			Wall	Floor	Ceiling	<b>Cooking Bench</b>
		Kitchen	Porcelain tiles and stainless steel on exposed surfaces	Porcelain tiles on exposed surfaces	Aluminium false ceiling and emulsion paint on exposed beam	Solid surface
		Open Kitchen	Ceramic tiles and stainless steel on exposed surfaces	Engineered timber flooring and ceramic tiles on exposed surfaces	Emulsion paint and gypsum board with emulsion paint on exposed surfaces	Solid surface
		Whether the wall finishes run up to the ceiling	Up to the level of	false ceiling		

2. 内	2. 内部裝修物料					
細項	細項 描述					
(e)	廚房	牆壁、地板、天	花板及灶台的裝修	物料的類型		
			牆壁	地板	天花板	灶台
		廚房	高溫瓷質磚及不 銹鋼鋪砌於外露 位置		鋁質假天花及於 外露樑位置上鬆 上乳膠漆	實體面材
		開放式廚房	瓷磚及不銹鋼鋪 砌於外露位置	複合木地板及瓷 磚鋪砌於外露 位置	於外露位置髹上 乳膠漆及石膏板 面髹上乳膠漆	實體面材
		牆壁的裝修物料 是否鋪至天花板	裝修物料鋪至假	天花		

3. I	nterior fitt	ings			
Item Description					
(a)	Doors		Material	Finishes	Accessories
		Main entrance door of the flat	Fire rated solid core timber door	Plastic laminate	Lockset, door closer, door stopper, door hinges, door guard, smoke seal, eye viewer and handle
		Kitchen door	Fire rated solid core timber door with fire rated glass vision panel	Plastic laminate	Lockset, door closer, door stopper, door hinges, smoke seal and handle
		Master Bedroom door and Bedroom door for all flats except Flat B & E on 2/F-3/F, 5/F-13/F, 15/F-21/F, 23/F & 25/F-28/F	Hollow core timber door	Plastic laminate	Lockset, door stopper door hinges and handle
		Bedroom sliding door for Flat B & E on 2/F-3/F, 5/F-13/F, 15/F-21/F, 23/F & 25/F-28/F	Hollow core timber sliding door	Plastic laminate	Lockset
		Bathroom door for Flat A & F on 2/F-3/F, 5/F-13/F, 15/F-21/F, 23/F & 25/F-28/F, Flat A & D on 29/F and Flat A & B on 30/F	Hollow core timber door with timber louvre	Plastic laminate	Lockset, door stopped door hinges and handle
		Bathroom door for Flat C & D on 2/F-3/F, 5/F-13/F, 15/F-21/F, 23/F, 25/F-28/F and Flat B & C on 29/F	Hollow core timber door	Plastic laminate	Lockset, door stopped door hinges and handle
		Bathroom sliding door for Flat B & E on 2/F-3/F, 5/F-13/F, 15/F-21/F, 23/F & 25/F-28/F	Hollow core timber sliding door	Plastic laminate	Lockset
		Balcony door and Utility Platform door	Tinted tempered glass door with aluminium frame	Aluminium frame with fluorocarbon coating	Lockset, hinge with limiter and handle
		Flat Roof door for all flats on 2/F, all flats on 30/F and Flat A & D on 29/F	Tinted tempered glass door with aluminium frame	Aluminium frame with fluorocarbon coating	Lockset, hinge with limiter and handle

3. 室	内裝置				
細項 描述					
(a)	門		用料	<b>装修物料</b>	配件
		單位入口大門	防火實心木門	膠板	門鎖、氣鼓、門擋、 門鉸、門閂、防煙 條、防盜眼及把手
		廚房門	防火實心木門配防火 玻璃視窗	膠板	門鎖、氣鼓、門擋、 門鉸、防煙條及把手
		主人睡房門及睡房門 於所有單位除2樓至 3樓、5樓至13樓、 15樓至21樓、23樓及 25樓至28樓B及E單 位外	空心木門	膠板	門鎖、門擋、門鉸及把手
		睡房趟門於2樓至 3樓、5樓至13樓、 15樓至21樓、23樓及 25樓至28樓B及E單位	空心木趟門	膠板	門鎖
		浴室門於2樓至 3樓、5樓至13樓、 15樓至21樓、23樓及 25樓至28樓A及F單 位、29樓A及D單位 及30樓A及B單位	空心木門連木百葉	膠板	門鎖、門擋、門鉸及 把手
		浴室門於2樓至3樓、 5樓至13樓、15樓至 21樓、23樓及25樓至 28樓C及D單位及 29樓B及C單位	空心木門	膠板	門鎖、門擋、門鉸及 把手
		浴室趟門於2樓至 3樓、5樓至13樓、 15樓至21樓、23樓及 25樓至28樓B及E單位	空心木趟門	膠板	門鎖
		露台門及工作平台門	鋁質框配有色鋼化玻 璃門	氟化碳塗層鋁質框	門鎖、門鉸限制器及 把手
		平台門於2樓所有單位、30樓所有單位及 29樓A及D單位	鋁質框配有色鋼化玻 璃門	氟化碳塗層鋁質框	門鎖、門鉸限制器及 把手

3. Iı	nterior fittin	ıgs			
Item Description		Description			
(b)	Bathroom	Fittings and equipmen	nt	Туре	Material
		(i) Type and material	Cabinet	Countertop	Natural stone
		of fittings and equipment		Basin cabinet	Timber basin cabinet finished with plastic laminate
				Mirror cabinet	Timber mirror cabinet finished with mirror, stainless steel and plastic laminate and glass shelves
			Bathroom fittings	Wash basin mixer	Chrome plated
				Wash basin	Vitreous china
				Water closet	Vitreous china
				Tower ring	Chrome plated
				Toilet paper holder	Chrome plated
				Robe hook	Chrome plated
			Bathroom appliances	For the appliances brain number, please refer to Schedule"	
		(ii) Type and material of	of water supply system	Cold Water Supply	Copper pipes with thermal insulation
				Hot Water Supply	Copper pipes with thermal insulation
				Flush water supply	uPVC pipe
			Bathing facilities	Туре	Material
		(iii) Type and material	Shower	Shower set	Chrome plated
		of bathing facilities (including shower or bath tub, if applicable)	compartment with shower set	Shower compartment	Tempered glass with stainless steel frame
		(iv) Size of bath tub (if	applicable)	Not applicable	•

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

3. 室	3. 室内裝置					
細項	į	描述				
(b)	浴室	裝置及設備		類型	用料	
		(i) 裝置及設備的類	櫃	櫃枱面	天然石材	
		型及用料		洗手盆櫃	膠板飾面木製洗手 盆櫃	
				鏡櫃	鏡、不銹鋼、膠板及 玻璃層板木製鏡櫃	
			潔具	洗手盆水龍頭	鍍鉻	
				洗手盆	搪瓷	
				坐廁	搪瓷	
				毛巾圈	鍍鉻	
				廁紙架	鍍鉻	
				衣鉤	鍍鉻	
			浴室設備	有關設備之品牌名稱》 備說明表」。	及型號,請參閱「設 	
		(ii) 供水系統的類型及	用料	冷水喉供水系統	隔熱外層之銅喉	
				熱水喉供水系統	隔熱外層之銅喉	
				沖廁水供水系統	膠喉管	
			沐浴設施	類型	用料	
		(iii) 沐浴設施 (包括	淋浴間配花灑套裝	花灑套裝	鍍鉻	
		花灑或浴缸(如適用 的話))		淋浴間	不銹鋼框配鋼化玻璃	
		(iv) 浴缸大小 (如適用	的話)	不適用		

3. Iı	3. Interior fittings					
Item Description						
(c)	Kitchen		Material			
		(i) Material of sink unit	Stainless steel			
		(ii) Material of water supply system	Copper pipes with	thermal insulation for both hot and cold water		
			Material	Finishes		
		(iii) Material and finishes of kitchen cabinet	Timber cabinet	Plastic laminate for all flats except all flats on 30/F Plastic laminate, glass, wooden veneer and lacquer paint for all flats on 30/F		
		(iv) Type of all other fittings and equipment	Fire service installations and equipment	Sprinkler head and smoke detector (installed in Living Room and Dining Room) are provided for the Open Kitchen of the following flats: All flats on 2/F - 3/F, 5/F - 13/F, 15/F - 21/F, 23/F, 25/F - 28/F and 29/F		
			Other fittings	Chrome plated sink mixer		
			Other equipment	For the appliances brand name and model number, please refer to the "Appliances Schedule"		
(d)	Bedroom	Type and material of fittings (including built-in wardrobe)	Not applicable			
(e)	Telephone	Location and number of connection points	Please refer to the of Residential Fla	"Schedule of Mechanical & Electrical Provisions ts"		
(f)	Aerials	Location and number of connection points	Please refer to the of Residential Fla	"Schedule of Mechanical & Electrical Provisions ts"		
(g)	Electrical installations	(i) Electrical fittings (including safety devices)	Faceplate for all s phases electricity board is provided.	witches and power sockets are provided. Three supply with miniature circuit breaker distribution		
		(ii) Whether conduits are concealed or expose	those parts of the the conduits are en or hidden by false	y concealed and partly exposed. Other than conduits concealed within concrete, the rest of xposed. The exposed conduits may be covered ceilings, bulkheads, cabinets, claddings, non-walls, designated pipe ducts or other materials.		
		(iii) Location and number of power points and air-conditioner points	Please refer to the "Schedule of Mechanical & Electrical Provisi of Residential Flats"			

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

3. 室	内裝置									
細項		描述								
(c)	廚房		用料							
		(i) 洗滌盆的用料	不銹鋼							
		(ii) 供水系統的用料	冷熱水喉採用配	有隔熱外層之銅喉						
			用料	裝修物料						
		(iii) 廚櫃的用料及裝修 木製廚櫃物料 (iv) 所有其他裝置及設 消防裝置及 設備		膠板適用於所有單位除所有30樓單位外 膠板、玻璃、木皮飾面及油漆於所有30樓單位						
				以下單位的開放式廚房均裝設有消防花灑頭及 煙霧探測器(安裝於客廳及飯廳): 2樓至3樓、5樓至13樓、15樓至21樓、23樓、 25樓至28樓及29樓所有單位						
			其他裝置	鍍鉻水龍頭						
			其他設備	有關設備之品牌名稱及產品型號,請參閱「設備說明表」。						
(d)	睡房	裝置(包括嵌入式衣櫃)的類型及用料	不適用							
(e)	電話	接駁點的位置及數目	請參閱「住宅單	位機電裝置位置及數量說明表」						
(f)	天線	接駁點的位置及數目	請參閱「住宅單	位機電裝置位置及數量說明表」						
(g)	電力裝置	(i) 供電附件 (包括安全裝置)	提供所有電掣及提供三相電力並	插座之面板。 裝妥微型斷路器配電箱。						
		(ii) 導管是隱藏或外露	外,其他部分的	及部份外露。除部分隱藏於混凝土內之導管 導管均為外露。外露的導管可能被假天花、 面板、非混凝土間隔牆、指定之管道槽位或其 藏。						
		(iii) 電插座及空調機接 駁點的位置及數目	請參閱「住宅單	位機電裝置位置及數量說明表」						

3. Ir	nterior fittings							
Iten	1	Description						
(h)	Gas supply	Туре	Not applicable					
		System	Not applicable					
		Location	Not applicable					
(i)	machine		Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Flats"					
	connection point	Design	Drain point and water point are provided					
(j)	Water supply	(i) Material of water pipes	Copper pipes with thermal insulation for both hot and cold water, uPVC pipe for flush water					
		(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed. Other than those parts of the water pipes concealed within concrete, the rest of the water pipes are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.					
		(iii) Whether hot water is available	Hot water supply is available					

4. M	<b>Iiscellaneous</b>										
Iten	1	Description									
(a)	Lifts	(i) Brand name	Toshiba								
		(ii) Model number	Elcosmo-III / CV630								
		(iii) Number of lifts	s Two								
		(iv) Floor served by the lifts	L1: G/F, 1/F-3/F, 5/F-13/F, 15/F-21/F, 23/F & 25/F-30/F L2: G/F, 1/F-3/F, 5/F-13/F, 15/F-23/F & 25/F-30/F								
(b)	Letter box	(i) Material	Stainless steel								
(c)	Refuse collection	(i) Means of refuse collection	Refuse will be collected by cleaners								
		(ii) Location of refuse room	Refuse Storage and Material Recovery Room is provided at all residential floors. Refuse Storage and Material Recovery Chamb is provided at G/F								
(d)	Water meter,		Water Meter	<b>Electricity Meter</b>	Gas Meter						
	electricity meter and gas meter	(i) Location	Common water meter cabinet on each residential floor	Common electrical meter room on each residential floor	Not applicable						
		(ii) Whether they are separate or communal meters for residential properties	Separate meter	Separate meter	Not applicable						

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

3. 室	内裝置								
細項	Į	描述							
(h)	氣體供應	類型	不適用						
		系統	不適用						
		位置	不適用						
(i)	洗衣機接駁點	位置	請參閱「住宅單位機電裝置位置及數量說明表」						
		設計	設有來、去水接駁喉位						
(j)	供水	(i) 水管的用料	冷熱水喉採用配有隔熱外層之銅喉,沖廁水採用膠喉管						
		(ii)水管是隱藏或外露	水管是部份隱藏及部份外露。除部分隱藏於混凝土內之水管外,其他部分的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、面板、非混凝土間隔牆、指定之管道槽位或其他物料遮蓋或暗藏。						
		(iii) 有否熱水供應	有熱水供應						

4. 辩	 達項									
細項		描述								
(a)	升降機	(i) 品牌名稱	東芝							
		(ii) 產品型號	Elcosmo-III / CV63	0						
		(iii) 升降機的數目	2							
		(iv) 到達的樓層	L1:地下、1樓至3樓、5樓至13樓、15樓至21樓、23樓及25樓 至30樓 L2:地下、1樓至3樓、5樓至13樓、15樓至23樓及25樓至30樓							
(b)	信箱	(i) 用料	不銹鋼							
(c)	垃圾收集	(i) 垃圾收集的方法	由清潔工人收集均	立圾						
		(ii) 垃圾房的位置	所有住宅樓層均設有垃圾及物料回收房。另垃圾及物料 站設於地下							
(d)	水錶、		水錶	電錶	氣體錶					
	電錶及氣體錶	(i) 位置	每層住宅樓層之 公共水錶櫃	每層住宅樓層之 公共電錶房	不適用					
		(ii) 就住宅單位而言是 獨立或公用的錶	獨立錶	獨立錶	不適用					

5. Security Facilities									
Item	Description								
equipment (including details of built-in provisions and their locations).	Access control and security system	Access card reader is installed at the main entrance lobby. Video door phone system integrated with a fixed LCD display monitor connecting to caretaker's counter at the G/F main entrance lobby. For the location of LCD display monitor, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Flats"							
	Closed Circuit Television (CCTV)	CCTV system is provided at main entrance lobby, club house, lift lobbies and all the lifts connecting directly to the caretaker's counter							

6. Appliances	
Item	Description
	For brand name and model number, please refer to the "Appliance Schedule".

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

5. 保安設施										
細項	描述									
保安系統及設施(包括嵌入式的裝備的細節及其位置)	入口通道控制及保安系統	住宅入口大堂裝有智能讀咭機。視像對講裝置設 於固定式液晶體顯示屏並連接地下住宅入口管理 員櫃檯。液晶體顯示屏的位置請參閱「住宅單位 機電裝置位置及數量說明表」。								
	閉路電視	住宅入口大堂、會所、升降機大堂及所有升降機 均裝有閉路電視連接管理員櫃檯								

6. 設備	
細項	描述
	有關設備之品牌名稱及產品型號,請參閱「設備說明表 」。

# FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

## Appliances Schedule – Kitchen and Open Kitchen 設備說明表 - 廚房及開放式廚房

Location	Applicances	Brand Name	Brand Name   Model Number	2/F-3/F, 5/F-13/F, 15/F-21/F, 23/F & 25/F-28/F 2樓至3樓、5樓至13樓、15樓至21樓、 23樓及25樓至28樓						29/F 29樓				30/F 30樓	
位置	設備	品牌	型號	A	В	С	D	Е	F	A	В	С	D	30/30/5 A  1	В
Kitchen / Open kitchen 廚房 / 開放式廚房	Refrigerator 雪櫃	Siemens 西門子	KI86NAF31K	1	1	-	-	1	1	1	-	-	1	1	1
	Refrigerator 雪櫃	Siemens 西門子	KU15LA65HK	-	-	1	1	-	-	-	1	1	-	-	-
	Microwave Oven 微波爐	Siemens 西門子	BE634LGS1B	1	1	1	1	1	1	1	1	1	1	1	1
	Washer Dryer 洗衣乾衣機	Siemens 西門子	WK14D321HK	1	1	1	1	1	1	1	1	1	1	1	1
	Induction Hob 電磁爐	Siemens 西門子	EX375FXB1E	1	1	1	1	1	1	1	1	1	1	-	-
	Induction Hob 電磁爐	Siemens 西門子	EX875LEC1E	-	-	-	-	-	-	-	-	-	-	1	1
	Telescopic Hood 抽油煙機	Siemens 西門子	LI67SA530B	1	1	1	1	1	1	1	1	1	1	-	-
	Telescopic Hood 抽油煙機	Siemens 西門子	LI97SA530B	-	-	-	-	-	-	-	-	-	-	1	1
	LED lighting wall mounted rail 智能牆身掛架	Litra	Not applicable 不適用	1	1	1	1	1	1	1	1	1	1	1	1
	Exhaust Fan 抽氣扇	Panasonic	FV-27CMH1	-	-	-	-	-	-	-	-	-	-	1	1
	Wine Conditioning Unit 酒櫃	Gorenje	WCIU2090A1	-	-	-	-	-	-	-	-	-	-	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed. 賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備,便會安裝品質相若的升降機或設備。

<sup>1.</sup> The number as shown in the above table denotes "The quantity provided".

<sup>2.</sup> The symbol "-" as shown in the above table denotes "Not provided".

<sup>3. 4/</sup>F, 14/F and 24/F are omitted. 22/F is refuge floor.

<sup>1.</sup> 上表之數字代表「提供的數量」。 2. 上表"-"代表「不提供」。

<sup>3.</sup> 不設4樓、14樓及24樓。22樓為庇護層。

# FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

## Appliances Schedule – Bathroom 設備說明表 - 浴室

Location	Applicances	Brand Name 品牌	Model Number 型號	2/F-3/F, 5/F-13/F, 15/F-21/F, 23/F & 25/F-28/F 2樓至3樓、5樓至13樓、15樓至21樓、 23樓及25樓至28樓						29/F 29樓				30/F 30樓	
位置	設備 			A	В	С	D	Е	F	A	В	С	D	A	В
Bathroom 浴室	Thermal Ventilator 換氣暖風機	Panasonic	FV-40BE2H	-	-	-	-	-	-	-	-	-	-	1	1
	Thermal Ventilator 換氣暖風機	Panasonic	FV-23BW1H	1	1	1	1	1	1	1	1	1	1	-	-
	Electric Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	DHB-E 27 LCD	1	1	1	1	1	1	1	1	1	1	-	-
Bathroom inside Master Bedroom 主人睡房浴室	Thermal Ventilator 換氣暖風機	Panasonic	FV-40BE2H											1	1
	Electric Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	DHB-E 27 LCD											1	1

## Appliances Schedule – Living Room/Dining Room 設備說明表 – 客廳/飯廳

Location	Applicances 設備	Brand Name 品牌	Model Number 型號	2/F-3/F, 5/F-13/F, 15/F-21/F, 23/F & 25/F-28/F 2樓至3樓、5樓至13樓、15樓至21樓、 23樓及25樓至28樓							29 29	30/F 30樓			
位置				A	В	С	D	Е	F	A	В	C	D	A	В
Living Room / Dining Room 客廰/飯廰	LCD Display Monitor 液晶體顯示屏	Avias	AK-1081T	1	1	1	1	1	1	1	1	1	1	1	1

## Appliances Schedule – Balcony 設備說明表 - 露台

Location	Applicances	Brand Name	Model Number		樓至3樓	3/F, 15/F- 、5樓至13 23樓及25	3樓、15樓	至21樓、			<b>29</b> 29			30 30	
位置	設備	品牌	型號	A	В	С	D	Е	F	A	В	С	D	A	В
Balcony 露台	Motorized Drying Rack 電動晾衣架	Magic Living	M03-08	1	1	1	1	1	1	1	1	1	1	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed. 賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備,便會安裝品質相若的升降機或設備。

1. The number as shown in the above table denotes "The quantity provided".

2. The symbol "-" as shown in the above table denotes "Not provided".

3. The symbol "/" as shown in the above table denotes "Not applicable".

1. 上表之數字代表「提供的數量」。 2. 上表"-"代表「不提供」。 3. 上表"/"代表「不適用」。

# FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

### Appliances Schedule - Air Conditioner 設備說明表 - 空調機

Location	Brand Name		Number 型號	2/F-	3/F, 5/F-1 樓至3樓	3/F, 15/F- 、5樓至13 23樓及25	-21/F, 23/ 3樓、15標 樓至28樓	F & 25/F- 婁至21樓	28/F			P/F 樓		30 30	
位置	品牌	Indoor Unit Model Number 室內機型號	Outdoor Unit Model Number 室外機型號	A	В	С	D	Е	F	A	В	С	D	A	В
Living Room/Dining Room 客廰/飯廰	Toshiba 東芝	RAS-18N3KCV(HK)	RAS-18N3ACV	-	-	1	1	-	-	1	1	1	1	-	-
		RAS-M16N3KCV(HK)	RAS-3M20S3ACV*	1	1	-	-	1	1	-	-	-	-	-	-
		RAS-M24N3KV2-E	RAS-5M34S3AV-E#	-	-	-	-	-	-	-	-	-	-	1	1
Bedroom 睡房		RAS-M10N3KCV(HK)	RAS-3M20S3ACV*	1	1	-	-	1	1						
Master Bedroom 主人睡房		RAS-B22N3KV2-E	RAS-5M34S3AV-E#											1	1
Bedroom 1 睡房1		RAS-M10N3KCV(HK)	RAS-3M20S3ACV*							1			1	-	-
		RAS-B10N3KV2-E	RAS-3M26S3AV-E+							-			-	1	1
Bedroom 2 睡房2		RAS-M16N3KCV(HK)	RAS-3M20S3ACV*							1			1	-	-
		RAS-B16N3KV2-E	RAS-3M26S3AV-E+							-			-	1	1

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Development, lifts or appliances of comparable quality will be installed. 賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備,便會安裝品質相若的升降機或設備。

- 1. The number as shown in the above table denotes "The quantity provided"
- 2. The symbol "-" as shown in the above table denotes "Not provided"
- 3. The symbol "/" as shown in the above table denotes "Not applicable"
- 4. The symbol "\*" as shown in the above table denotes that the Living Room/Dining Room and the Bedroom in Flat A, B, E & F of 2/F-3/F, 5/F-13/F, 15/F-21/F,23/F & 25/F-28/F, and Bedroom 1 and Bedroom 2 in Flat A & D of 29/F shall share the same outdoor unit of multi split-type air-conditioner.
- 5. The symbol "+" as shown in the above table denotes that the Bedroom 1 and Bedroom 2 in Flat A & B of 30/F shall share the same outdoor unit of multi split-type air-conditioner.
- 6. The symbol "#" as shown in the above table denotes that the Living Room/Dining Room and Master Bedroom in Flat A & B of 30/F shall share the same outdoor unit of multi split-type air-conditioner.

- 1. 上表之數字代表「提供的數量」。
- 2. 上表"-"代表「不提供」。
- 3. 上表"/"代表「不適用」。 4. 上表"\*"代表2樓至3樓、5樓至13樓、15樓至21樓、23樓及25樓至28樓A、B、E及F單位的客廳/飯廳和睡房及29樓A及D單位的睡房1和睡房2 共用同一室外機屬多聯式分體空調機。
- 5. 上表"+"代表30樓A及B單位的睡房1和睡房2共用同一室外機屬多聯式分體空調機。
- 6. 上表"#"代表30樓A及B單位的客廳 /飯廳 和及主人睡房共用同一室外機屬多聯式分體空調機。

Location		lectrical Provisions 装置				/F 樓			3/F, 5/	/F-13/F, 樓、5樓 23	15/F-2 至13樓 建及25	、15樓	至21樓	F-28/F			)/F )樓			0/F )樓
位置	Exposed Type 外露型	Concealed Type 非外露型	A	В	С	D	E	F	A	В	С	D	Е	F	A	В	C	D	A	В
Flat Entrance 單位入口	Door Bell Push Button 門鈴按鈕	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living Room / Dining Room 客廰 / 飯廰	Lighting Point 燈位	-	2	2	3	3	2	2	2	2	3	3	2	2	3	3	3	3	3	3
	Light Switch 電燈開關掣	-	7	7	10	10	7	7	7	7	11	11	7	7	11	11	11	11	8	8
	Connection Point for Indoor Air-conditioning Unit 室內空調機接線位	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for Electric Water Heater 電熱水爐開關掣	-	-	-	1	1	-	-	-	-	1	1	-	-	1	1	1	1	-	-
	Switch for Thermal Ventilator 換氣暖風機開關掣	-	-	-	1	1	-	-	-	-	1	1	-	-	1	1	1	1	1	1
	Switch for Exhaust Fan 抽氣扇開關掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1
	TV/FM Connection Point 電視/電台天線接線座	-	2	2	3	3	2	2	2	2	3	3	2	2	2	3	3	2	2	2
	Telephone Outlet 電話插座	-	2	2	3	3	2	2	2	2	3	3	2	2	2	3	3	2	2	2
	13A Twin Socket Outlet 13安培雙位電插座	-	2	2	3	3	2	2	2	2	3	3	2	2	3	3	3	3	4	4
	13A Twin Socket Outlet with USB Charger 13安培雙位電插座連USB 插座	-	1	1	2	2	1	1	1	1	2	2	1	1	1	2	2	1	1	1
	LCD Display Monitor 液晶體顯示屏	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

<sup>1.</sup> The number as shown in the above table denotes "The quantity provided".

<sup>2.</sup> The symbol "-" as shown in the above table denotes "Not provided".

<sup>3.</sup> The symbol "/" as shown in the above table denotes "Not applicable".

<sup>1.</sup> 上表之數字代表「提供的數量」。 2. 上表 "-"代表「不提供」。 3. 上表 "/"代表「不適用」。

Location		lectrical Provisions 装置				/F 樓			3/F, 5/	F-13/F 婁、5樗 2	, 15/F-2 婁至13樓 3樓及25	1/F, <b>23/I</b> 、15樓 樓至28	F <b>&amp; 25</b> /2 至21樓 樓	F-28/F			)/F )樓			)/F )樓
位置	Exposed Type 外露型	Concealed Type 非外露型	A	В	С	D	Е	F	A	В	С	D	Е	F	A	В	С	D	A	В
Master Bedroom / Bedroom 主人睡房 / 睡房	Lighting Point 燈位	-	1	1			1	1	1	1			1	1					2	2
	Light Switch 電燈開關掣	-	3	3			3	3	4	4			4	4					6	6
	Connection Point for Indoor Air-conditioning Unit 室內空調機接線位	-	1	1			1	1	1	1			1	1					1	1
	Switch for Electric Water Heater 電熱水爐開關掣	-	1	1			1	1	1	1			1	1					1	1
	Switch for Thermal Ventilator 換氣暖風機開關掣	-	1	1			1	1	1	1			1	1					1	1
	TV/FM Connection Point 電視/電台天線接線座	-	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
	13A Twin Socket Outlet 13安培雙位電插座	-	1	1			1	1	1	1			1	1					3	3
	13A Twin Socket Outlet with USB Charger 13安培雙位電插座連USB 插座	-	1	1			1	1	1	1			1	1					1	1

<sup>1.</sup> The number as shown in the above table denotes "The quantity provided".

<sup>2.</sup> The symbol "-" as shown in the above table denotes "Not provided".

<sup>3.</sup> The symbol "/" as shown in the above table denotes "Not applicable".

<sup>1.</sup> 上表之數字代表「提供的數量」。 2. 上表 "-"代表「不提供」。 3. 上表 "/"代表「不適用」。

Location		llectrical Provisions 支援置			2/ 2相	F 婁			3/F, 5/ 3†	婁、5樓	15/F-21 至13樓 樓及25	、15樓	至21樓	/F-28/F			D/F 樓			)/F )樓
位置	Exposed Type 外露型	Concealed Type 非外露型	A	В	C	D	Е	F	A	В	C	D	Е	F	A	В	С	D	A	В
Bedroom 1 睡房1	Lighting Point 燈位	-													1			1	1	1
	Light Switch 電燈開關掣	-													2			2	1	1
	Connection Point for Indoor Air-conditioning Unit 室內空調機接線位	-													1			1	1	1
	TV/FM Connection Point 電視/電台天線接線座	-													1			1	1	1
	Telephone Outlet 電話插座	-													1			1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	-													1			1	1	1
	13A Twin Socket Outlet with USB Charger 13安培雙位電插座連USB 插座	-													1			1	1	1

<sup>1.</sup> The number as shown in the above table denotes "The quantity provided".

<sup>2.</sup> The symbol "-" as shown in the above table denotes "Not provided".

<sup>3.</sup> The symbol "/" as shown in the above table denotes "Not applicable".

<sup>1.</sup> 上表之數字代表「提供的數量」。 2. 上表 "-"代表「不提供」。 3. 上表 "/"代表「不適用」。

Location		lectrical Provisions 连装置			2/ 2村				3/F, 5/ 3†	婁、5樓	15/F-21 至13樓 樓及25	、15樓	至21樓	/F-28/F			)/F 樓			)/F )樓
位置	Exposed Type 外露型	Concealed Type 非外露型	A	В	C	D	Е	F	A	В	C	D	Е	F	A	В	C	D	A	В
Bedroom 2 睡房2	Lighting Point 燈位	-													1			1	1	1
	Light Switch 電燈開關掣	-													2			2	1	1
	Connection Point for Indoor Air-conditioning Unit 室內空調機接線位	-													1			1	1	1
	TV/FM Connection Point 電視/電台天線接線座	-													1			1	1	1
	Telephone Outlet 電話插座	-													1			1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	-													1			1	1	1
	13A Twin Socket Outlet with USB Charger 13安培雙位電插座連USB 插座	-													1			1	1	1

<sup>1.</sup> The number as shown in the above table denotes "The quantity provided".

<sup>2.</sup> The symbol "-" as shown in the above table denotes "Not provided".

<sup>3.</sup> The symbol "/" as shown in the above table denotes "Not applicable".

<sup>1.</sup> 上表之數字代表「提供的數量」。 2. 上表 "-"代表「不提供」。 3. 上表 "/"代表「不適用」。

Location		lectrical Provisions 装置			2 27	/F 樓			3/F, 5/ 3†	熡、5樓	至13樓	1/F, 23/J 、15樓 樓至28	至21樓	/F-28/F		<b>29</b> 29			30 30	
位置	Exposed Type 外露型	Concealed Type 非外露型	A	В	С	D	Е	F	A	В	С	D	Е	F	A	В	С	D	A	В
Bathroom 浴室	Lighting Point 燈位	-	2	2	2	2	2	2	2	2	2	2	2	2	3	2	2	3	3	3
	-	Connection Point for Electric Water Heater 電熱水爐接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	-
	-	Connection Point for Thermal Ventilator 換氣暖風機接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	Connection Point for Mirror Cabinet Lighting 鏡櫃燈接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	Main Water Supply Valve 總食水掣	1	-	-	-	-	1	1	-	-	-	-	1	1	-	-	1	1	1
Bathroom inside Master Bathroom 主人睡房浴室	Lighting Point 燈位	-																	3	3
	-	Connection Point for Electric Water Heater 電熱水爐接線位																	1	1
	-	Connection Point for Thermal Ventilator 換氣暖風機接線位																	1	1
	-	Connection Point for Mirror Cabinet Lighting 鏡櫃燈接線位																	1	1
	-	13A Single Socket Outlet 13安培單位電插座																	1	1

<sup>1.</sup> The number as shown in the above table denotes "The quantity provided".

<sup>2.</sup> The symbol "-" as shown in the above table denotes "Not provided".

<sup>3.</sup> The symbol "/" as shown in the above table denotes "Not applicable".

<sup>1.</sup> 上表之數字代表「提供的數量」。 2. 上表 "-"代表「不提供」。 3. 上表 "/"代表「不適用」。

Location		lectrical Provisions 装置			2, 2 <sup>7</sup>	/F 樓			3/F, 5/ 3‡	婁、5樓	15/F-2 至13樓 移樓及25	、15樓	至21樓	F-28/F		29 29	P/F 樓		30 30	)/F )樓
位置	Exposed Type 外露型	Concealed Type 非外露型	A	В	С	D	Е	F	A	В	C	D	Е	F	A	В	С	D	A	В
Open Kitchen/Kitchen開放式廚房/廚房	Lighting Point 燈位	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3	3
	Light Switch 電燈開關掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2
	13A Twin Socket Outlet with USB Charger 13安培雙位電插座連USB 插座	-	2	1	2	2	1	2	2	1	2	2	1	2	1	2	2	1	1	1
	-	Connection Point for Kitchen Cabinet Lighting and Accessories 廚房櫃燈帶接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	Connection Point for Telescopic Hood 抽油煙機接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	Connection Point for Washer Dryer 洗衣乾衣機接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	Connection Point for Refrigerator 雪櫃接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	Connection Point for Microwave Oven 微波爐接線位	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	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
	Connection Point for Door Bell 門鈴接線位	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Door Bell 門鈴	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

<sup>1.</sup> The number as shown in the above table denotes "The quantity provided".

<sup>2.</sup> The symbol "-" as shown in the above table denotes "Not provided".

<sup>3.</sup> The symbol "/" as shown in the above table denotes "Not applicable".

<sup>1.</sup> 上表之數字代表「提供的數量」。 2. 上表 "-"代表「不提供」。 3. 上表 "/"代表「不適用」。

Location		Electrical Provisions 電裝置				/F 樓			3/F, 5/	樓、5榑	, 15/F-2 莫至13樓 3樓及25	、15樓	至21樓	F-28/F			D/F 樓			)/F )樓
位置	Exposed Type 外露型	Concealed Type 非外露型	A	В	С	D	Е	F	A	В	C	D	Е	F	A	В	С	D	A	В
Open Kitchen/Kitchen 開放式廚房/廚房	-	Connection Point for LCD Display Monitor 液晶體顯示屏接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	Connection Point for Intranet Router 内聯網路由器接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Miniature Circuit Breakers Board 總電掣箱	-	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
	-	Main Water Supply Valve 總食水掣	-	1	1	1	1	-	-	1	1	1	1	-	-	1	1	-	-	-
	-	Connection Point for LED Lighting Wall Mounted Rail 智能牆身掛架接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	Connection Point for Induction Hob 電磁爐接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	Connection Point for Wine Conditioning Unit 酒櫃接線位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1
	-	Connection Point for Indoor Air Quality Sensor 室內空氣質素感應器接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	-	Connection Point for Exhaust Fan 抽氣扇接線位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1

<sup>1.</sup> The number as shown in the above table denotes "The quantity provided".

<sup>2.</sup> The symbol "-" as shown in the above table denotes "Not provided".

<sup>3.</sup> The symbol "/" as shown in the above table denotes "Not applicable".

<sup>1.</sup> 上表之數字代表「提供的數量」。 2. 上表 "-"代表「不提供」。 3. 上表 "/"代表「不適用」。

Location		lectrical Provisions 装置			2, 2 <sup>7</sup>	/F 樓			3/F, 5/ 3†	婁、5樓	至13樓	1/F, <b>23</b> /I 、15樓 樓至28	至21樓	/F-28/F		29 29			30 30	
位置	Exposed Type 外露型	Concealed Type 非外露型	A	В	С	D	Е	F	A	В	С	D	Е	F	A	В	С	D	A	В
Balcony 露台	Lighting Point 燈位	-							1	1	1	1	1	1	1	1	1	1	1	1
	Connection Point for Motorized Drying Rack 電動晾衣架接線位	-							1	1	1	1	1	1	1	1	1	1	1	1
Utility Platform 工作平台	Lighting Point 燈位	-							1	1	1	1	1	1	-	1	1	-	1	1
Air-conditioning Platform / Air-conditioning Metal Supporting Frame 空調機平台 / 空調機金屬 支撐台	Connection Point for Outdoor Air-conditioning Unit 室外空調機接線位	-	1	-			-	1	1	1	1	1	1	1	2	1	1	2	1	1
Flat Roof 平台	Lighting Point 燈位	-	5	6	1	1	6	5							2			2	2	2
	13A Single Socket Outlet 13安培單位電插座	-	2	2	1	1	2	2							2			2	1	1
	Connection Point for Outdoor Air-conditioning Unit 室外空調機接線位	-	-	1	1	1	1	-							-			-	-	-
	Connection Point for Motorized Drying Rack 電動晾衣架接線位	-	1	1	1	1	1	1							_			-	-	-
Roof 天台	Lighting Point 燈位	-																	11	11
	13A Single Socket Outlet 13安培單位電插座	-																	2	2
	Connection Point for Outdoor Air-conditioning Unit 室外空調機接線位	-																	1	1

<sup>1.</sup> The number as shown in the above table denotes "The quantity provided".

<sup>2.</sup> The symbol "-" as shown in the above table denotes "Not provided".

<sup>3.</sup> The symbol "/" as shown in the above table denotes "Not applicable".

<sup>1.</sup> 上表之數字代表「提供的數量」。 2. 上表 "-"代表「不提供」。 3. 上表 "/"代表「不適用」。

## 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. No gas supply.

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。 無氣體供應。

# **GOVERNMENT RENT**

地稅

The Vendor is liable for the Government rent payable for the specified residential property from the date of the Land Grant up to and including the date of the assignment of that specified residential property.

賣方有法律責任繳付指明住宅物業由批地文件之日期起計直至及包括該指明住宅物業之轉讓契日期之 地稅。

# MISCELLANEOUS PAYMENTS BY PURCHASER

買方的雜項付款

On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the owner (note: Urban Renewal Authority) for the deposits for water, electricity and gas (if any); and on that delivery, the purchaser is not liable to pay to the owner a debris removal fee.

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(附註:市區重建局)補還 水、電力及氣體(如有的話)的按金;及在交付時,買方不須向擁有人支付清理廢料的費用。

Development under the deed of mutual covenant, and where the owner has paid that debris removal fee, the 付清理廢料的費用,買方須向擁有人補還清理廢料的費用。 purchaser shall reimburse the owner for the same.

### 附註:

Upon that delivery, the purchaser is liable to pay a debris removal fee to the Manager (not the owner) of the 在交付時,買方須根據公契向發展項目的管理人(而非擁有人)支付清理廢料的費用,而如擁有人已支

## DEFECT LIABILITY WARRANTY PERIOD

欠妥之處的保養責任期

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

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

MAINTENANCE OF SLOPES

斜坡維修

Not Applicable 不適用

MODIFICATION 修訂

Not Applicable 不適用

## RELEVANT INFORMATION

有關資料

### OPERATION OF GONDOLA

Gondola system of the Residential Accommodation in the Development may operate in the airspace outside windows and/or external walls and directly above or within the flat roof(s) and/or roof(s) forming part of a Residential Flat or parapet wall(s) or balustrade(s) of the flat roof and/or roof and remain temporarily over or on the said airspaces(s) to inspect, cleanse, maintain, repair and replace any exterior part of the Residential Accommodation in the Development.

Under the Deed of Mutual Covenant and Management Agreement (for the purpose of this section, "DMC"), the Manager shall have the right, upon reasonable notice (except in case of emergency), to access into those Residential Flats consisting flat roof(s) and/or roof(s) in the Development (with or without the Manager's servants, agents, contractors and persons duly authorized by the Manager and with or without other appliances, equipment and materials) for operating the gondola system for cleaning, maintaining and/or repairing the Common Areas and Facilities of the Development.

### LIGHT EMITTING DIODE ("LED") DISPLAY SIGNBOARD

LED display signboard will be installed at the Signage Area which is located outside the external wall above the Roof of the Development and may be turned on from time to time. The illumination of lighting and the effect of flash and/or brightness generated from the LED display signboard may have impact on individual Residential Flats. For the location of the Signage Area, please refer to the "Elevation" section of this Sales Brochure.

### **PIPES**

Some pipes (whether exposed or concealed) being parts of the Common Areas and Facilities (for the purpose of this section, collectively "Pipes") are located on the external walls and/or adjacent to the flat roofs or utility platforms and/or balconies of some Residential Flats and on the ridge of the dividing wall between the respective Roofs above Flat A and B on 30/F of the Development. The views of some Residential Flats may be affected by the Pipes.

### NO GAS SUPPLY TO ALL RESIDENTIAL FLATS

No gas pipes for the supply of town gas will be provided to the Residential Flats in the Development and no flame cooking will be permitted therein.

### **HEADROOM**

- Headrooms of bathroom and kitchen of Flat A and F on 21/F are reduced locally by the staircase(s) at the Refuge Area on 22/F.
- Headrooms of Flat A, B, E and F on 28/F are reduced locally by the structural beams on 29/F.
- Headrooms of kitchen of Flat A and B on 30/F are reduced locally by the staircase connecting Flat Roof of each flat on 30/F to the Roof thereabove.

### PLACEMENT OF OUTDOOR AIR-CONDITIONING UNITS

Some outdoor air-conditioning units (either serving its own Residential Flat or other Residential Flats) are placed on the top of transfer plate, flat roofs, air-conditioning platforms or air-conditioning metal supporting frames of or outside Flats A, B, C, D, E and F on 2/F, Flats A, C, D and F on 3/F, 5/F to 13/F, 15 to 21/F, 23/F, 25/F to 28/F, Flats A, B, C and D on 29/F, Flats A and B on 30/F in the Development. The placement of the outdoor air-conditioning units may affect the enjoyment of these Residential Flats in terms of heat, noise and/or other aspects. Regarding the locations for placement of the outdoor air-conditioning units, please refer to "Floor Plans of Residential Properties in the Development" section of this Sales Brochure.

### ARCHITECTURAL FEATURES

Some architectural features, which are installed outside the external walls of some Residential Flats of the Development, may affect the views of some Residential Flats. For the location of the architectural features, please refer to the "Floor Plans of Residential Properties in the Development" section of this Sales Brochure.

### Note

Unless otherwise defined in this Sales Brochure, the expressions used in this section shall have the same meaning of such expressions as prescribed in the DMC.

### 吊船之操作

發展項目內的住宅樓宇的吊船系統可能會在屬於住宅單位的窗戶及/或外牆外,及直接在構成住宅單位部分的平台及/或天台之上或以內,又或平台及/或天台的護牆或欄杆外等的空間操作,亦可能會暫時停留於該等空間或其上空,以檢查、清潔、保養、維修和更換發展項目內的住宅樓宇的任何外面部分。

根據公契及管理協議(就本節而言,稱為「公契」),管理人有權給予合理通知(緊急情況除外)進入發展項目內該等包含平台及/或天台的住宅單位(不論有否聯同其傭僕、代理人、承辦人及獲授權人士及不論有否攜帶其他設備、裝備和材料)以操作吊船系統進行清潔、保養和/或維修發展項目的公用地方及設施。

### 發光二極管 (「LED」) 顯示屏招牌

LED顯示屏招牌將於發展項目的天台對上的外牆外的標誌區安裝及可能會不時亮起。LED顯示屏招牌發出以照明的亮光及閃光燈和/或亮度的光效或會影響個別住宅單位。有關上述標誌區的位置,請參閱本售樓說明書的「立面圖」一節。

### 管道

作為公共地方和設施的部分管道(無論外露或隱藏)(就本節而言,統稱為「管道」)位於部份住宅單位的外牆及/或連接部份住宅單位的平台或工作平台及/或露台,以及在發展項目30樓A和B單位各自對上的天台之間的分隔牆脊上,管道可能影響某些住宅單位的景觀。

### 所有住宅單位無氣體供應

發展項目內的住宅單位將不會設有供應煤氣的氣體管道,並且住宅單位內禁止明火煮食。

### 淨空高度

- ·21樓A和F單位的浴室和廚房的淨空高度因22樓庇護區的樓梯而局部地降低。
- · 28樓A、B、E和F單位的淨空高度因29樓的結構樑而局部地降低。
- 30樓A和B單位的廚房的淨空高度因連接30樓A和B單位各自平台到其天台的樓梯而局部地降低。

### 室外空調機之放置

部分室外空調機(不論是為該住宅單位而設,或是為其他住宅單位而設)放置在發展項目2樓之A、B、C、D、E及F單位,3樓、5樓至13樓、15樓至21樓、23樓、25樓至28樓之A、C、D及E單位,29樓之A、B、C及D單位,30樓之A及B單位內或外的結構轉換層頂部、平台、空調機平台或空調機金屬支撐台上。室外空調機的放置可能在熱量、噪音及/或其他方面對該等住宅單位的享用造成影響。有關放置室外空調機的位置,請參閱本售樓說明書「發展項目的住宅物業的樓面平面圖」一節。

### 建築裝飾

部份設於發展項目若干住宅單位的外牆上的建築裝飾可能影響部份住宅單位的景觀。有關建築裝飾的位置,請參閱本售樓說明書「發展項目的住宅物業的樓面平面圖」一節。

### 附註:

除非在本售樓說明書另有規定,本節採用的詞彙與該詞彙在公契內的意思相同

# WEBSITE OF THE DEVELOPMENT

發展項目的互聯網網站

The address of the website designated by the Vendor for the Development for the purposes of Part 2 of the Residential Properties (First-hand Sales) Ordinance is:

www.sablier.com.hk

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

www.sablier.com.hk

申請建築物總樓面面積寬免的資料

### **Breakdown of GFA Concessions Obtained for All Features**

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

### 獲寬免總樓面面積的設施分項

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

Items 項目	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	Area (sq.m.) 面積(平方米)
1	Carpark and loading/unloading area excluding public transport terminus 停車場及上落客貨地方(公共交通總站除外)	N/A 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》或規例限制的強制性設施或必要機房,例如升降機機房、電訊及廣播備室、垃圾及物料回收房等	67.743
2.2 (#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積不受任何《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房,例如僅供消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	657.051
2.3 (#)	Non-mandatory or non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc. 非強制性或非必要機房,例如空調機房,風櫃房等	N/A 不適用
Items 項目	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	Area (sq.m.) 面積(平方米)
3	Balcony 露台	138.000
4	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	N/A 不適用
5	Communal sky garden     公用空中花園	N/A 不適用
6	Acoustic fin 隔聲鰭	N/A 不適用
7	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	N/A 不適用
8 (#)	Non-structural prefabricated external wall 非結構預製外牆	20.682
9	Utility platform 工作平台	102.000
10	Noise barrier 隔音屏障	N/A 不適用
Items 項目	Amenity Features 適意設施	Area (sq.m.) 面積(平方米)
11 (#)	Counter, office, stores, guard rooms and lavatories for watchman and management staff, Owners' Corporation Office 供保安人員和管理處員工使用的櫃枱、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室	14.073
12 (#)	Residential Recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities 住宅康樂設施,包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等	117.155

申請建築物總樓面面積寬免的資料

13 (#)	Covered landscaped and play area 有上蓋的園景區及遊樂場	N/A 不適用
14	Horizontal screens/covered walkways, trellis 横向屏障 / 有蓋人行道、花棚	N/A 不適用
15 (#)	Larger lift shaft 擴大升降機井道	99.880
16	Chimney shaft 煙囱管道	N/A 不適用
17	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要機房,例如鍋爐房、衞星電視共用天線房	N/A 不適用
18 (#)	Pipe duct, air duct for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽、氣槽	31.657
19	Pipe duct, air duct for non-mandatory or non-essential plant room 非強制性設施或非必要機房所需的管槽、氣槽	N/A 不適用
20	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	29.533
21	Void in duplex domestic flat and house 複式住宅單位及洋房的中空	N/A 不適用
22	Projections such as air-conditioning box and platform with a projection of more than 750mm from the external wall 伸出物,如空調機箱及伸出外牆超過750毫米的平台	N/A 不適用
Items 項目	Other Exempted Items 其他項目	Area (sq.m.) 面積(平方米)
23	Refuge floor including refuge floor cum sky garden 庇護層,包括庇護層兼空中花園	151.696
24	Other projections 其他伸出物	3.129
25	Public transport terminus 公共交通總站	N/A 不適用
26	Party structures and common staircase 共用構築物及樓梯	N/A 不適用
27 (#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	139.067
28	Public passage 公眾通道	N/A 不適用
28 29		
	公眾通道 Covered set back area	不適用 N/A

Note: The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers ADM-2 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate. 附註:上述表格是根據屋宇署所發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》ADM-2規定的要求而制定的。屋宇署會按實際需要不時更改有關要求。

申請建築物總樓面面積寬免的資料

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

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

Part I 第 I 部分				
Provision of Central Air Conditioning	No			
提供中央空調	否			
Provision of Energy Efficient Features	Yes			
提供具能源效益的設施	是			
Energy Efficient Features proposed: 擬安裝的具能源效益的設施:	1. Variable Voltage Variable Frequency Lift Drive 2. LED Light 1. 變壓變頻升降機驅動器 2. 發光二極管燈具			

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 <sup>健卿1)</sup>									
Type of Development Location	Location	Internal Floor Area Served (m²)			Annual Energy Use of Proposed Building 擬興建樓宇每年能源消耗量				
	使用有關裝置的內部樓面面積 (平方米)	Electricity kWh/m²/annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit/m²/annum 煤氣/石油氣 用量單位/平方米/年	Electricity kWh/m²/annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit/m²/annum 煤氣/石油氣 用量單位/平方米/年				
Domestic Development 住用發展項目	Area served by central building services installation (Note 3) 有使用中央屋宇裝備裝置(註腳3)的部份	1,658.6	169.6	N/A 不適用	152.1	N/A 不適用			

申請建築物總樓面面積寬免的資料

Part III: The following installation(s) are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD) 第 III 部分:以下裝置乃按機電工程署公布的相關實務守則設計						
Type of Installations 裝置類型	YES 是	NO 否	N/A 不適用			
Lighting Installations 照明裝置						
Air Conditioning Installations 空調裝置						
Electrical Installations 電力裝置	✓					
Lift & Escalator Installations 升降機及自動梯的裝置	✓					
Performance-based Approach 以總能源為本的方法			✓			

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

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

# **Environment 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.: PAG0075/20



# INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRE-SALE 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 specified in the Agreement for Sale and Purchase, sub-sell that Residential Unit or transfer the benefit of the Agreement for Sale and Purchase of that Residential Unit 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 specified in the Agreement for Sale and Purchase and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.
- 3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective Assignments to the purchasers.
- 4. The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
- 5. Information and requirements relating to:
  - (i) the Pink Stippled Black Area as referred to in Special Condition No.(7)(g) of the Land Grant;
  - (ii) the Pink Hatched Blue Area as referred to in Special Condition No.(8) of the Land Grant;
  - (iii) the existing Sewage Tunnel as referred to in Special Condition No.(25) of the Land Grant; and
- (iv) the XRL Reserved Area as referred to in Special Condition Nos.(26) and (27) of the Land Grant, is set out in full under the "Summary of Land Grant" section of this sales brochure.

- 1. 買方須與賣方於正式買賣合約中協議,除訂立按揭或押記外,買方不會於完成買賣及簽署轉讓契之前,以任何方式,或訂立任何協議以達至提名任何人士接受正式買賣合約所指明的住宅單位的轉讓契,或轉售該住宅單位,或轉移該住宅單位於正式合約內的權益。
- 2. 如賣方應正式買賣合約中的買方的要求(按其自己的酌情決定)同意取消正式買賣合約或買方於該正式 買賣合約內所承擔之責任,賣方有權保留相等於該正式買賣合約所指明的住宅單位總售價百份之五的 款額。同時,買方亦須額外付予賣方或付還賣方(視情況而定)全部就取消該正式買賣合約而須付之律 師費、收費及代墊付費用(包括任何印花稅)。
- 3. 賣方將會支付或已經支付(視情況而定)由批地文件之日起直至個別買方簽署轉讓契之日(包括簽署轉讓 契當日)止,所有有關該正在興建的發展項目所處地段未付的地稅。
- 4. 已簽署正式買賣合約的買方有權要求查閱並於要求時獲提供一份有關完成興建發展項目所需的建築費用及專業費用總額,及直至該要求作出時的上一個曆月底為止已動用及支付的建築費用及專業費用總額的最新資料記錄的副本,但每次要求須支付不超過港幣一百元象徵式費用。

### 5. 資料及要求關於:

- (i) 批地文件特別條件第(7)(g)條提及之「粉紅色加黑點區域」;
- (ii) 批地文件特別條件第(8)條提及之「粉紅色加藍斜線區域」;
- (iii) 批地文件特別條件第(25)條提及之現有的「污水隧道」;及
- (iv) 批地文件特別條件第(26)條及第(27)條提及之「高鐵預留範圍」, 在本售樓說明書的「批地文件的摘要」一節中全部列出。

# POSSIBLE FUTURE CHANGES 日後可能出現的改變

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

發展項目及其周邊地區日後可能出現改變。

# DATE OF PRINTING 印製日期

Date of printing of this Sales Brochure: 16 September 2020

本售樓說明書印製日期:2020年9月16日

EXAMINATION RECORDS 檢視紀錄



