

SALES BROCHURE 售樓說明書

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

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

4. Property area and its surroundings

• Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.

- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property². The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5. Sales brochure

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

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

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

7. Information on availability of residential properties for selection at sales office

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

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

8. Register of transactions

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

9. Agreement for sale and purchase

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

10. Expression of intent of purchasing a residential property

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

11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential
 property in the development, the price list for the development must set out the name of all the estate agents so
 appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act
 in the purchase of any specified residential property in the development, and may also not appoint any estate agent to
 act on your behalf.

- Before you appoint an estate agent to look for a property, you should -
 - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
 - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
 - note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request
 the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate
 Agents Authority website: www.eaa.org.hk.

12. Appointment of solicitor

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

For first-hand uncompleted residential properties

13. Pre-sale consent

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

14. Show flats

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

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

15. Estimated material date and handing over date

- Check the estimated material date³ for the development in the sales brochure.
 - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

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

For first-hand completed residential properties

16. Vendor's information form

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

17. Viewing of property

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

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

Website : www.srpa.gov.hk

Telephone : 2817 3313

Email : enquiry_srpa@hd.gov.hk

Fax : 2219 2220

Other useful contacts

Consumer Council

Website : www.consumer.org.hk

Telephone : 2929 2222

Email : cc@consumer.org.hk

Fax : 2856 3611

Estate Agents Authority

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

Email : enquiry@eaa.org.hk

Fax : 2598 9596

Real Estate Developers Association of Hong Kong

Telephone : 2826 0111 Fax : 2845 2521

- ¹ The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.
- ² According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following –
- (i) the external dimensions of each residential property;
- (ii) the internal dimensions of each residential property;
- (iii) the thickness of the internal partitions of each residential property;
- (iv) the external dimensions of individual compartments in each residential property.

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

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

Sales of First-hand Residential Properties Authority March 2023

一手住宅物業買家須知

您在購置一手住宅物業之前,應留意下列事項:

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款,以及其他財務優惠

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

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料,以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」),賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言,實用面積指該住宅物業的樓面面積,包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積:(i)露台;(ii)工作平台;以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積,即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖,均須述明每個住宅物業的外部和內部尺寸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。
- 如屬未落成發展項目,賣方在認為有需要時可改動建築圖則(如有的話),因此應留意由賣方提供 的任何經修改的售樓說明書,以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書,並須特別留意以下資訊:
 - 售樓說明書內有否關於「有關資料」的部分,列出賣方知悉但並非為一般公眾人士所知悉,關於 相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意,已在土地註冊處註冊的文 件,其內容不會被視為「有關資料」;
 - 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橫截面,以及每條上述街道與已知 基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式,顯示出建 築物最低一層住宅樓層和街道水平的高低差距,不論該最低住宅樓層以何種方式命名;
 - 室內和外部的裝置、裝修物料和設備;
 - 管理費按甚麼基準分擔;
 - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支,以及有關公眾休憩用地或公共設施的位置;以及
 - 小業主是否須要負責維修斜坡。

6. 政府批地文件和公契

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

7. 售樓處內有關可供揀選住宅物業的資料

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

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。

一手住宅物業買家須知

- 留意賣方有權改動未落成發展項目的建築圖則(如有的話)。如屬未落成發展項目,條例規定物業的買賣合約須載有強制性條文,列明如有關改動在任何方面對該物業造成影響,賣方須在改動獲建築事務監督批准後的14日內,將該項改動以書面通知買家。
- 訂立臨時買賣合約時,您須向擁有人(即賣方)支付樓價5%的臨時訂金。
- 如您在訂立臨時買賣合約後五個工作日(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內,沒有簽立買賣合約,該臨時買賣合約即告終止,有關臨時訂金(即樓價的5%)會被沒收,而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內,倘您簽立買賣合約,則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金,應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

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

11. 委託地產代理

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

12. 委聘律師

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

適用於一手未落成住宅物業

13. 預售樓花同意書

• 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」 一般會較發展項目的預計關鍵日期遲。然而,假若發展項目比預期早落成,「收樓日期」可能會較 售樓說明書列出的預計關鍵日期為早。

• 收樓日期

- 條例規定買賣合約須載有強制性條文,列明賣方須於買賣合約內列出的預計關鍵日期後的14日內,以書面為發展項目申請佔用文件、合格證明書,或地政總署署長的轉讓同意(視屬何種情況而定)。
- > 如發展項目屬地政總署預售樓花同意方案所規管,賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準),就賣方有能力有效地轉讓有關物業一事,以書面通知買家;或
- > 如發展項目並非屬地政總署預售樓花同意方案所規管,賣方須在佔用文件(包括佔用許可證)發出後的六個月內,就賣方有能力有效地轉讓有關物業一事,以書面通知買家。
- 條例規定買賣合約須載有強制性條文,列明有關物業的買賣須於賣方發出上述通知的日期的 14日內完成。有關物業的買賣完成後,賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
 - 條例規定買賣合約須載有強制性條文,列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後,批予在預計關鍵日期之後,完成發展項目:
 - > 工人罷工或封閉工地;
 - > 暴動或內亂;
 - > 不可抗力或天災;
 - > 火警或其他賣方所不能控制的意外;
 - > 戰爭;或
 - > 惡劣天氣。
 - 發展項目的認可人士可以按情況,多於一次批予延後預計關鍵日期以完成發展項目,即收樓日期可能延遲。
 - 條例規定買賣合約須載有強制性條文,列明賣方須於認可人士批予延期後的14日內,向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問,可向賣方查詢。

一手住宅物業買家須知

適用於一手已落成住宅物業

16. 賣方資料表格

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

17. 參觀物業

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

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

網址 : www.srpa.gov.hk

電話 : 2817 3313

電郵: enquiry_srpa@hd.gov.hk

傳真 : 2219 2220

其他相關聯絡資料

消費者委員會

網址: www.consumer.org.hk

電話 : 2929 2222

電郵 : cc@consumer.org.hk

傳真 : 2856 3611

地產代理監管局

網址 : www.eaa.org.hk 電話 : 2111 2777

電郵 : enquiry@eaa.org.hk

傳真 : 2598 9596

香港地產建設商會

電話 : 2826 0111 傳真 : 2845 2521

」按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按 揭

貸款金額上限、最長還款年期、整個還款期內的按揭利率變化,以及申請人須繳付的手續費。

- ² 根據條例附表1第1部第10(2)(d)條述明, 售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項—
- (i) 每個住宅物業的外部尺寸;
- (ii) 每個住宅物業的內部尺寸;
- (iii) 每個住宅物業的內部間隔的厚度;
- (iv) 每個住宅物業內個別分隔室的外部尺寸。

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

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

一手住宅物業銷售監管局

2023年3月

1 INFORMATION ON THE DEVELOPMENT 發展項目的資料

Name of the Development

Jessville

The name of the street and the street number

128 Pok Fu Lam Road

Total number of storeys

Jessville Tower: 20 storeys (excluding roof and upper roof) Jessville Manor: 2 storeys (excluding roof)

Floor numbering

Jessville Tower: LG1, LG2, Upper LG2, LG3, G/F, M/F, 1/F-14/F, Roof and Upper Roof Jessville Manor: G/F, 1/F and Roof

Omitted floor numbers

Not applicable

Refuge floor

Not applicable

發展項目名稱

Jessville

街道名稱及門牌號數

薄扶林道 128 號

樓層總數

Jessville 大廈: 20層 (不包括天台及頂層天台)

Jessville 大宅: 2層 (不包括天台)

樓層號數

Jessville 大廈: 地下 1 層、地下 2 層、地下2層高位、地下 3 層、地下、夾層、1 樓至 14 樓、天台及頂層天台

Jessville 大宅: 地下、1 樓及天台

被略去的樓層號數

不適用

庇護層

不適用

2 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

Samsbury Investments Limited

Holding Companies of the Vendor

NII

Authorized Person for the Development

Chu Hok Wang Clement (retired on 1st September 2022)

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

WCWP International Limited

Building Contractor for the Development

Paul Y. Builders Limited

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

Mayer Brown

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

The Bank of East Asia, Limited

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

163 Company Limited Cradock Investments Limited GFC Trustees (Hong Kong) Limited 賣方

Samsbury Investments Limited

賣方控權公司

沒有

發展項目的認可人士

朱學宏 (已於2022年9月1日退休)

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

胡周黃建築設計(國際)有限公司

發展項目的承建商

保華建造有限公司

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所的名稱 召士打律師行

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構 東亞銀行有限公司

已為發展項目的建造提供貸款的任何其他人

163 Company Limited Cradock Investments Limited GFC Trustees (Hong Kong) Limited

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT 有參與發展項目的各方的關係

(a)	The vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of an authorized person for the Development. 賣方或有關發展項目的承建商屬個人,並屬該項目的認可人士的家人。	Not applicable 不適用
(b)	The vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person. 賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬上述認可人士的家人。	Not applicable 不適用
c)	The vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person. 賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人。	No 否
l)	The vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person. 賣方或該項目的承建商屬個人,並屬上述認可人士的有聯繫人士的家人。	Not applicable 不適用
)	The vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person. 賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人。	Not applicable 不適用
)	The vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person. 賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人。	No 否
)	The vendor or a building contractor for the Development is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development. 賣方或該項目的承建商屬個人,並屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	Not applicable 不適用
)	The vendor or a building contractor for the Development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development. 賣方或該項目的承建商屬合夥,而該賣方或承建商的合夥人屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	Not applicable 不適用
	The vendor or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors. 賣方或該項目的承建商屬法團,而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人。	No 否
	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 否

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT 有參與發展項目的各方的關係

(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. 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。	Not applicable 不適用
(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. 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。	No 否
(m)	The vendor or a building contractor for the Development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor. 賣方或該項目的承建商屬合夥,而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員。	Not applicable 不適用
(n)	The vendor, a holding company of the vendor, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Development holds at least 10% of the issued shares in that vendor, holding company or contractor. 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。	No 否
(0)	The vendor, a holding company of the vendor, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor. 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。	Not applicable 不適用
(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. 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。	No 否
(q)	The vendor or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor. 賣方或該項目的承建商屬合夥,而上述律師事務所的經營人屬該賣方或承建商的僱員。	Not applicable 不適用
(r)	The vendor or a building contractor for the Development is a corporation, and the corporation of which an authorized person for the Development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor. 賣方或該項目的承建商屬法團,而該項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團。	No 否
(s)	The vendor or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor. 賣方或該項目的承建商屬法團,而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	No 否

INFORMATION ON DESIGN OF THE DEVELOPMENT 發展項目的設計的資料

Jessville Tower:

There is no non-structural prefabricated external wall forming part of the enclosing wall of the Development.

There is no curtain wall forming part of the enclosing wall of the Development.

Jessville Manor:

There is no non-structural prefabricated external wall forming part of the enclosing wall of the Development.

There is no curtain wall forming part of the enclosing wall of the Development.

Jessville 大廈:

發展項目沒有構成圍封牆的一部分的非結構的預製外牆。 發展項目沒有構成圍封牆的一部分的幕牆。

Jessville 大宅:

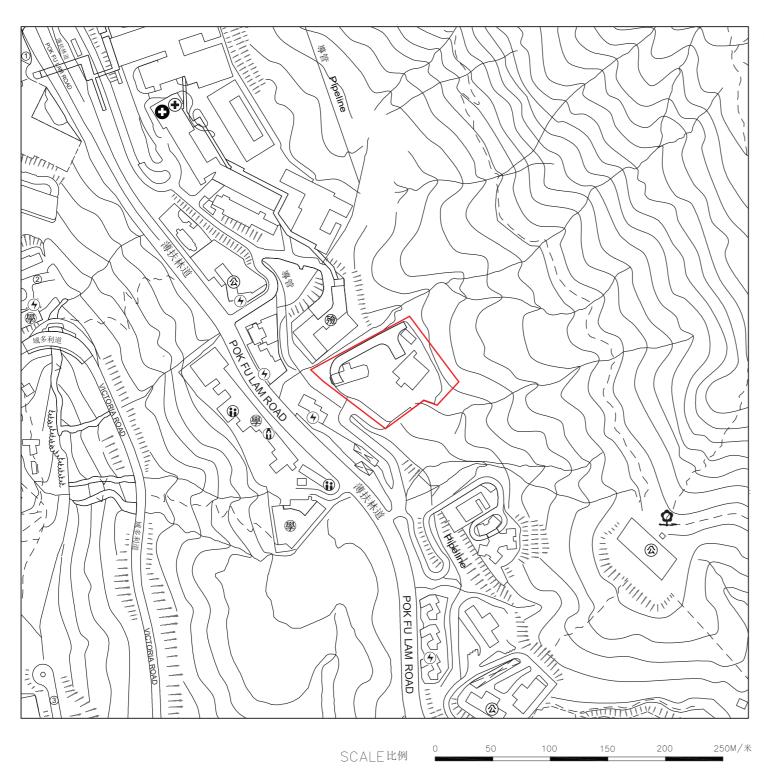
發展項目沒有構成圍封牆的一部分的非結構的預製外牆。 發展項目沒有構成圍封牆的一部分的幕牆。

O5 INFORMATION ON PROPERTY MANAGEMENT 物業管理的資料

Savills Property Management Limited is appointed as the manager of the Development under the latest draft Deed of Mutual Covenant as at date on which the sales brochure is printed.

根據有關公契在該售樓說明書的印刷日期的最新擬稿,獲委任為發展項目的管理人的人是第一太平戴維斯物業管理有限公司。

O6 LOCATION PLAN OF THE DEVELOPMENT 發展項目的所在位置圖



Location of the Development 發展項目的位置

Notation 圖例

- (Power plant (including electricity sub-stations) 發電廠 (包括電力分站)
- ② Public utility installation 公用事業設施裝置
- School (including kindergarten)學校 (包括幼稚園)
- **♀** Public park 公園
- Social welfare facilities (including elderly centre and 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)
- ♣ Hospital 醫院
- Religious institution (including church, temple and Tsz Tong) 宗教場所 (包括教堂、廟宇及祠堂)
- Mortuary 殮房
- Clinic 診療所

Street names in Chinese and English 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中英文全名:

- ① Sassoon Road 沙宣道 ② Northcote Close 羅富國徑 ③ Kong Sin Wan Road 鋼綫灣道
- The Map is provided by the Common Spatial Data Infrastructure (CSDI) Portal and intellectual property rights are owned by the Government of the HKSAR.

地圖由空間數據共享平台提供,香港特別行政區政府為知識產權擁有人。

The location plan is adopted from part of the Survey Sheet No. T11-SW-C from Survey and Mapping Office of Lands Department, with adjustments where necessary.

此所在位置圖乃參考地政總署測繪處的測繪圖編號T11-SW-C,經修正處理。

Notes:

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

備註:

- 1. 因技術原因,此位置圖所顯示的範圍超過《一手住宅物業銷售條例》所規定的範圍。
- 2. 賣方建議準買家到發展項目作實地考察,以對發展項目、其周圍地區環境及附近的公共設施有較佳的了解。

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



This blank area falls outside the coverage of this aerial photograph. 此鳥瞰照片並不覆蓋本空白範圍。 Location of the Development 發展項目的位置

Adopted from part of the aerial photo taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, Photo No. E145138C dated 11 January 2022.

摘錄自地政總署測繪處於2022年1月11日在6,900呎飛行高度拍攝之部分鳥瞰照片,編號為E145138C。

The Aerial Photograph is/are provided by the Common Spatial Data Infrastructure (CSDI) Portal and intellectual property rights are owned by the Government of the HKSAR.

鳥瞰照片由空間數據共享平台提供,香港特別行政區政府為知識產權擁有人。

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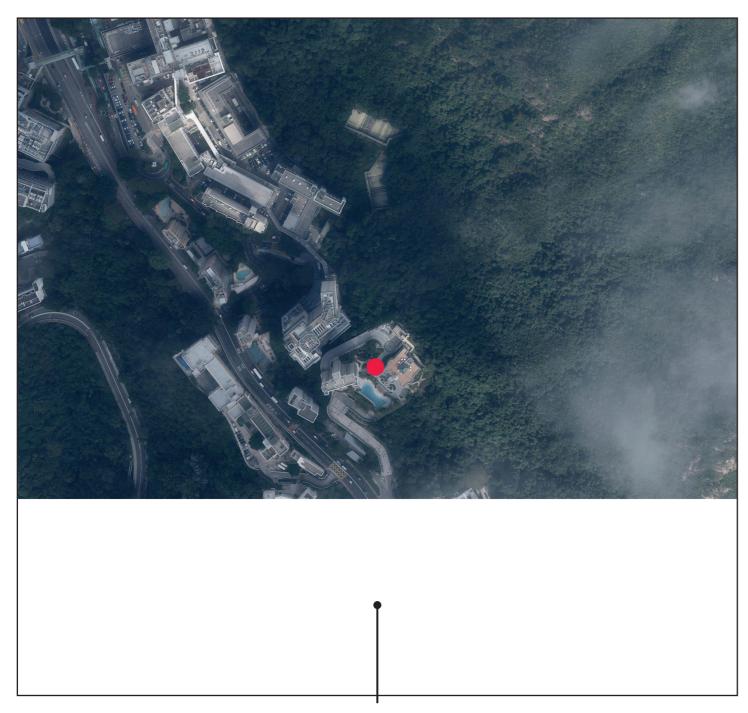
Notes

- 1. Copy of the aerial photograph of the Development is available for free inspection at the sales office during opening hours.
- 2. Due to technical reasons, the aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.
- 3. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

備註

- 1. 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。
- 2. 因技術原因,此鳥瞰照片所顯示之範圍多於《一手住宅物業銷售條例》所要求。
- 3. 賣方建議準買家到發展項目作實地考察,以對發展項目、其周圍地區環境及附近的公共設施有較佳的了解。

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



Location of the Development 發展項目的位置

This blank area falls outside the coverage of this aerial photograph. 此鳥瞰照片並不覆蓋本空白範圍。 Adopted from part of the aerial photo taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, Photo No. E166350C dated 30 November 2022.

摘錄自地政總署測繪處於2022年11月30日在6,900呎飛行高度拍攝之部分鳥瞰照片,編號為E166350C。

The Aerial Photograph is/are provided by the Common Spatial Data Infrastructure (CSDI) Portal and intellectual property rights are owned by the Government of the HKSAR.

鳥瞰照片由空間數據共享平台提供,香港特別行政區政府為知識產權擁有人。

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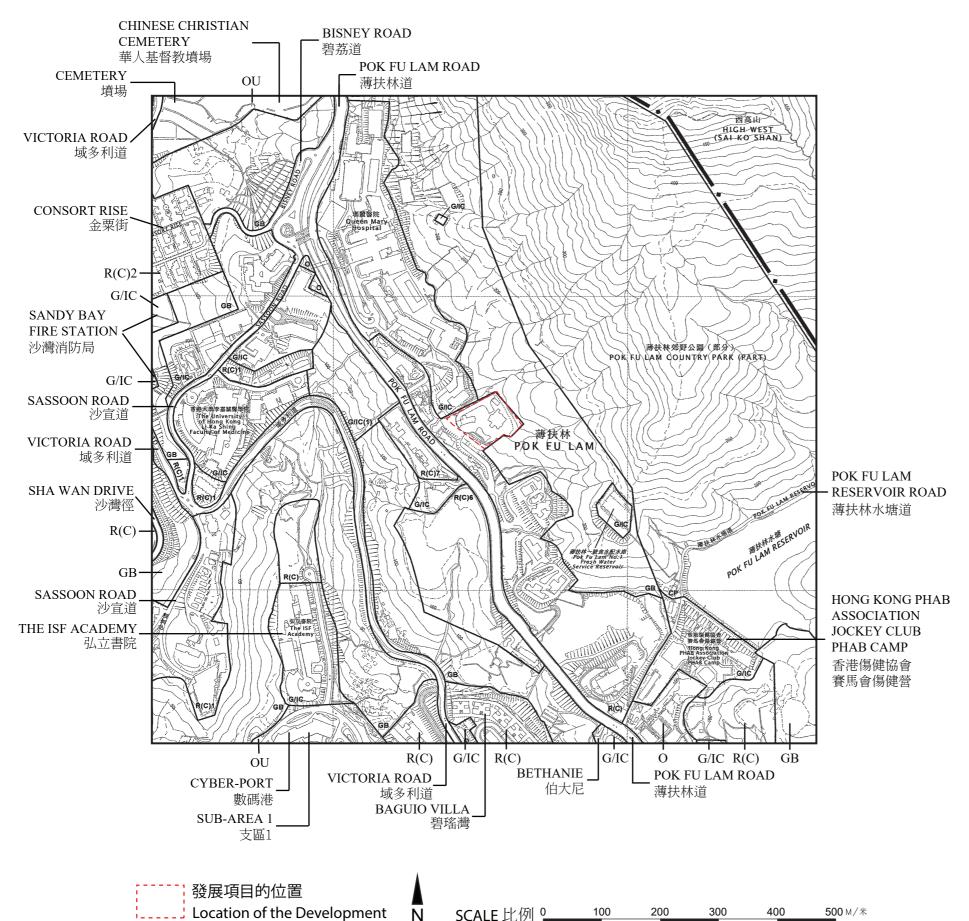
Notes

- 1. Copy of the aerial photograph of the Development is available for free inspection at the sales office during opening hours.
- 2. Due to technical reasons, the aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.
- 3. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

備註

- 1. 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。
- 2. 因技術原因,此鳥瞰照片所顯示之範圍多於《一手住宅物業銷售條例》所要求。
- 3. 賣方建議準買家到發展項目作實地考察,以對發展項目、其周圍地區環境及附近的公共設施有較佳的了解。

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



Adopted from part of the approved Pok Fu Lam (Hong Kong Planning Area No. 10) Outline Zoning Plan, Plan No. S/H10/21 gazetted on 9 June 2023.

摘錄自2023年6月9日刊憲之薄扶林(港島規劃區第10區)分區計劃大綱核准圖,圖則編號為S/H10/21。

The Outline Zoning Plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands.© The Government of Hong Kong SAR.

此分區計劃大綱圖為規劃署遵照城市規劃委員會指示擬備,版權 屬香港特別行政區政府,經地政總署准許複印。

NOTATION 圖例

Zones 地帶

Residential (Group C) 住宅(丙類)

Government, Institution or Community 政府、機構或社區

Open Space 休憩用地

Oreen Belt 綠化地帶

Other Specified Uses 其他指定用途

Country Park 郊野公園

R(C)

R(C)

R(C)

R(C)

COMMUNITY

R(C)

GR

OU

CP

Communications 交通

Major Road and Junction 主要道路及路口

Miscellaneous 其他

Boundary of Planning Scheme 規劃範圍界線

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 inspection at the sales office during opening hours.
- 2 Due to technical reasons, this outline zoning plan has shown the area more than that required under the Residential Properties (First-hand Sales) Ordinance.
- 3. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

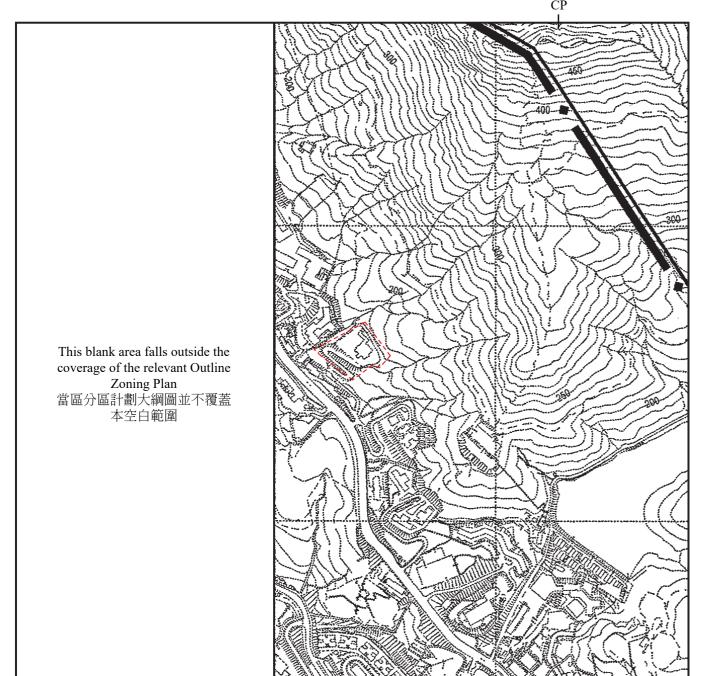
備註:

- 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. 由於技術性原因,此分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》要求顯示的範圍。
- 3. 賣方建議準買家到發展項目作實地考察,以對發展項目、其周圍地區環境及附近的公共設施有較佳的了解。

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

POK FU LAM COUNTRY PARK

薄扶林郊野公園



Adopted from part of the approved The Peak Area (Hong Kong Planning Area No. 14) Outline Zoning Plan, Plan No. S/H14/13 gazetted on 6 April 2018.

摘錄自2018年4月6日刊憲之山頂區(港島規劃區第14區)分區計劃大綱核准圖,圖則編號為S/H14/13。

The Outline Zoning Plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands.© The Government of Hong Kong SAR. 此分區計劃大綱圖為規劃署遵照城市規劃委員會指示擬備,版權屬香港特別行政區政府,經地政總署准許複印。

NOTATION 圖例

Zones 地帶

Country Park 郊野公園

СР

Miscellaneous 其他

Boundary of Planning Scheme 規劃範圍界線

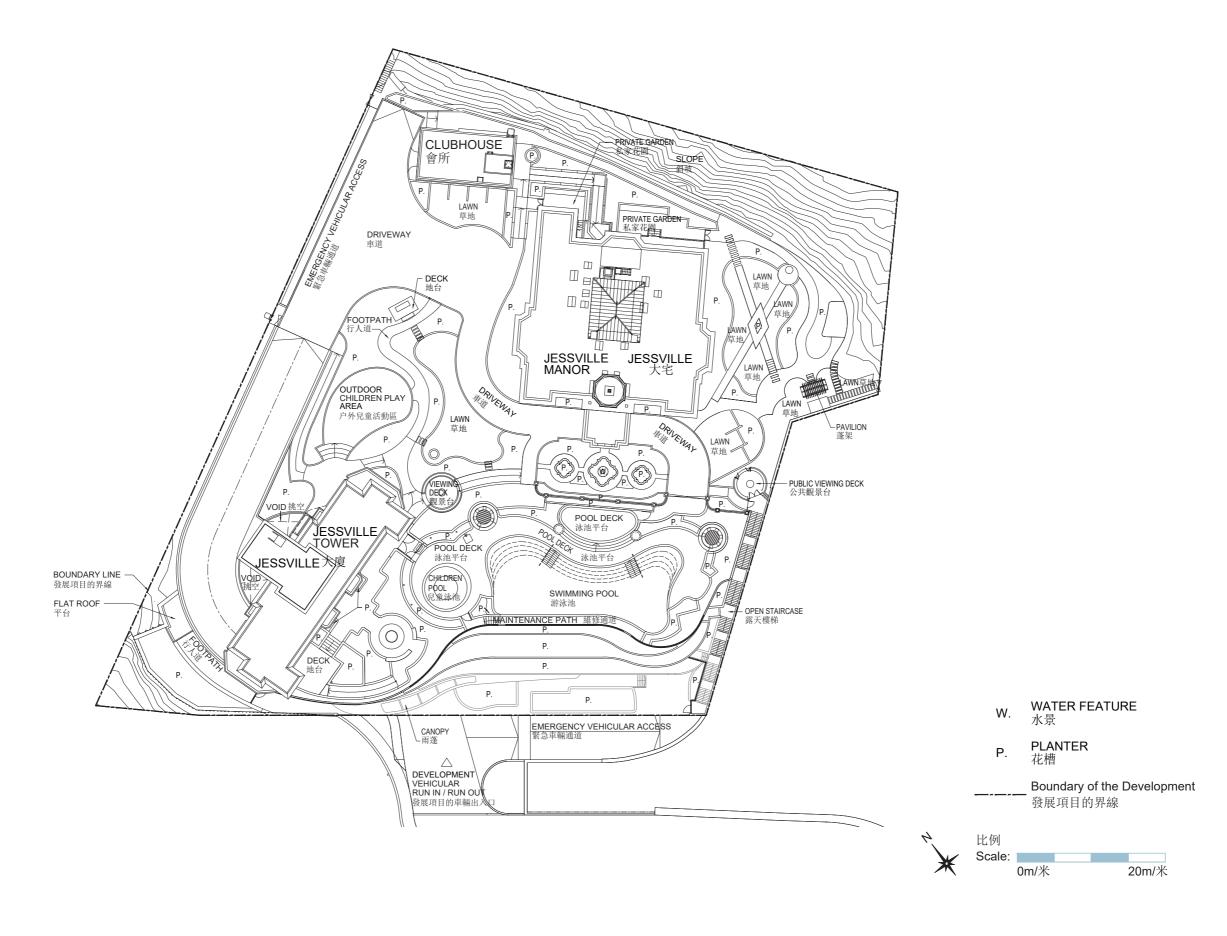
Notes:

- 1. The last updated Outline Zoning Plan and the attached Schedule as at the date of printing of the sales brochure is available for inspection at the sales office during opening hours.
- 2 Due to technical reasons, this outline zoning plan has shown the area more than that required under the Residential Properties (First-hand Sales) Ordinance.
- 3. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

備註:

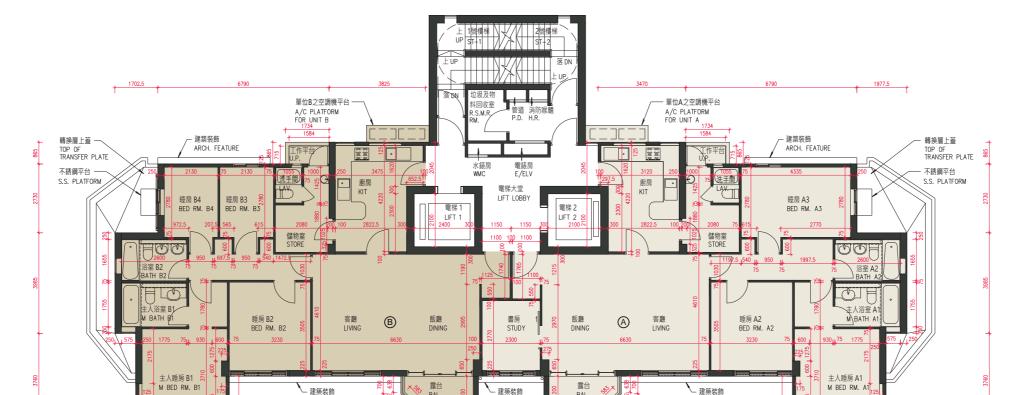
- 1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表,可於售樓處開放時間內免費查閱。
- 2. 由於技術性原因,此分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》要求顯示的範圍。
- 3. 賣方建議準買家到發展項目作實地考察,以對發展項目、其周圍地區環境及附近的公共設施有較佳的了解。

O O



Jessville Tower Jessville 大廈

1/F Floor Plan 1樓樓面平面圖





Jessville Tower Jessville 大廈			
	Floor	Units	s單位
	樓層	A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	1/F 1樓	150	150
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離) (毫米)	1/F	3150	3150
	1樓	3150#	3150#

#Inclusive of the sunken depth of the drainage zone on the floor of this floor (300mm)

Notes

- 1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Please refer to P.26 of this sales brochure for the legends and notes for the floor plan of residential properties.
- 3. The dimension in floor plans are all structural dimensions in millimetre.

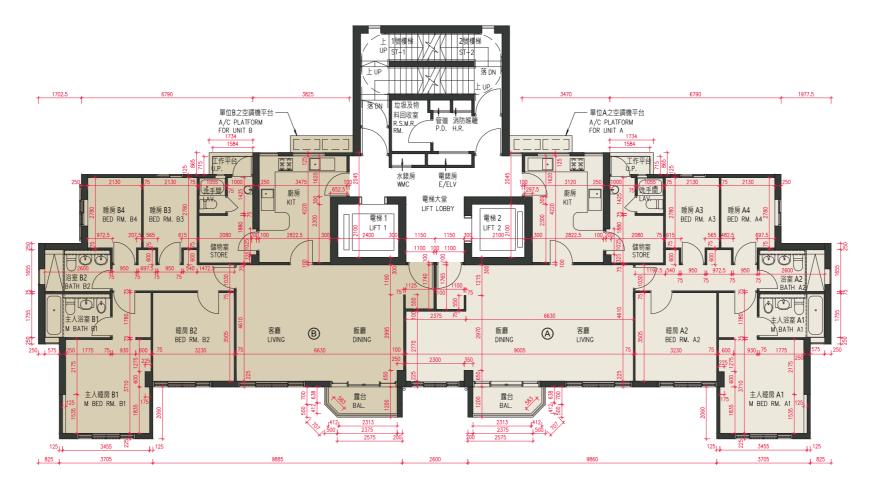
備註

- 1. 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。
- 2. 請參閱本售樓說明書第26頁為住宅物業的樓面平面圖而設之圖例及備註。
- 3. 樓面平面圖所列的數字為以毫米標示之建築結構尺寸。

[#]包括本層地台跌級排水管層之跌級深度(300毫米)

Jessville Tower Jessville 大廈

2/F & 14/F Floor Plan 2樓及 14樓樓面平面圖



比例				
Scale:				
	0m/米		5m/	1)

Jessville Tower Jessville 大廈			
	Floor 樓層	Units A	單位 B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 国個住宅物業的樓板(不包括灰泥)的厚度(毫米)	2/F 2樓	150	150
	14/F 14樓	150	150
	2/F	3150	3150
e floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface the structural slab of its immediate upper floor) of each residential property (mm) ——個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	2樓	3150#	3150#
	14/F	3150	3150
	14樓	3450#	3450#

^{*}Inclusive of the sunken depth of the drainage zone on the floor of this floor (300mm)

Notes

- 1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Please refer to P.26 of this sales brochure for the legends and notes for the floor plan of residential properties.
- 3. The dimension in floor plans are all structural dimensions in millimetre.

備註

- 1. 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。
- 2. 請參閱本售樓說明書第26頁為住宅物業的樓面平面圖而設之圖例及備註。
- 3. 樓面平面圖所列的數字為以毫米標示之建築結構尺寸。

[#]包括本層地台跌級排水管層之跌級深度(300毫米)

Jessville Tower Jessville 大廈

3/F to 13/F Floor Plan 3樓至 13 樓樓面平面圖





比例		
Scale:		
	0m/米	5m/)

Jessville Tower Jessville 大廈

	Floor	Units	單位
	樓層	A	В
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	3/F to 13/F 3樓至13樓	150	150
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離) (毫米)	3/F to 13/F 3樓至13樓	3150 3150#	3150 3150 [#]

[#]Inclusive of the sunken depth of the drainage zone on the floor of this floor (300mm)

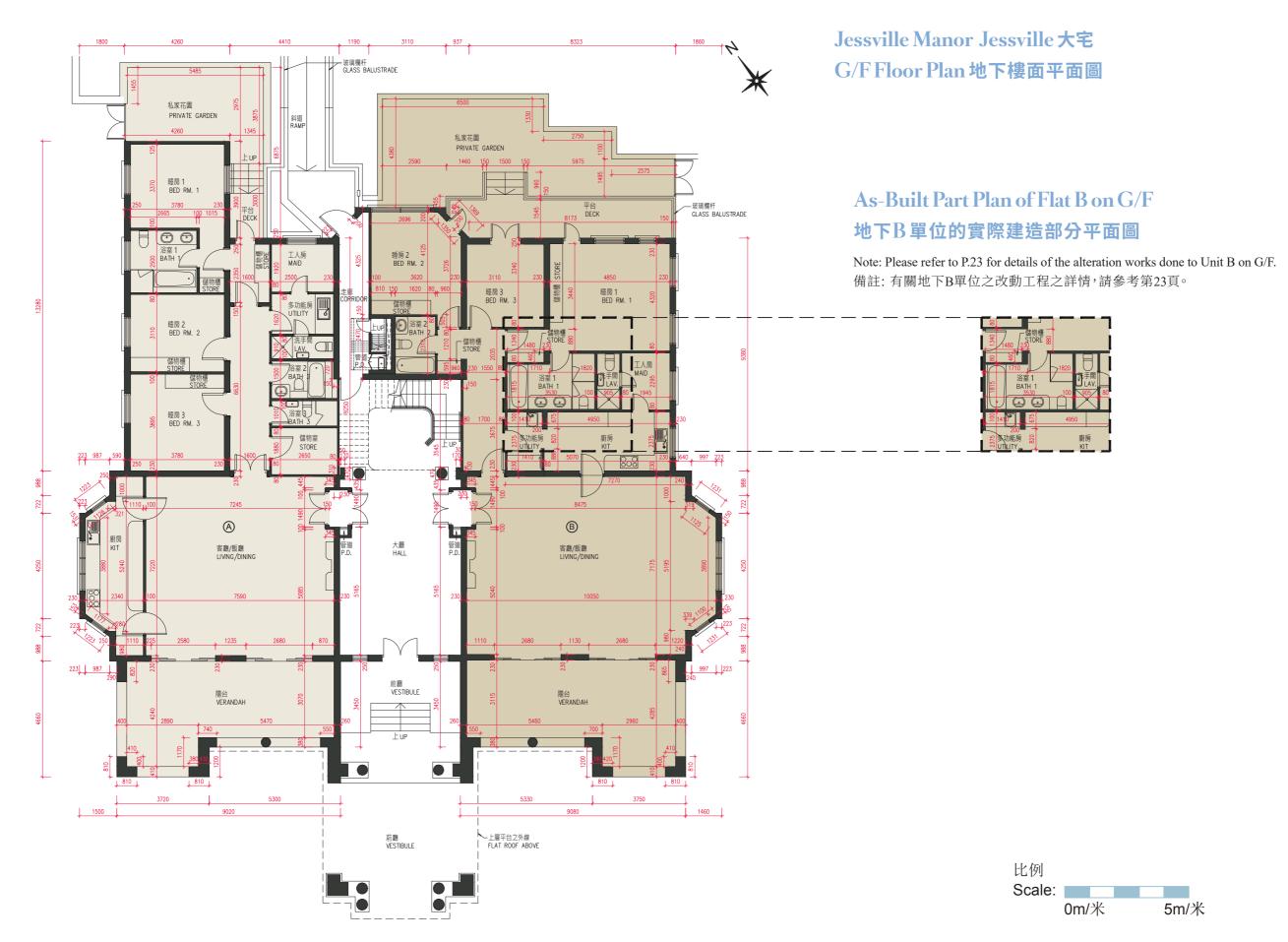
Note

- 1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Please refer to P.26 of this sales brochure for the legends and notes for the floor plan of residential properties.
- 3. The dimension in floor plans are all structural dimensions in millimetre.

借討

- 1. 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。
- 2. 請參閱本售樓說明書第26頁為住宅物業的樓面平面圖而設之圖例及備註。
- 3. 樓面平面圖所列的數字為以毫米標示之建築結構尺寸。

[#]包括本層地台跌級排水管層之跌級深度(300毫米)



Jessville Manor Jessville 大宅			
	Floor	Units 單位	
	樓層	A	В
The thickness of the floor slabs (excluding plaster)		100	100
of each residential property (mm)	G/F	101.6	101.6
每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	地下	152.4	152.4
母间压毛彻耒的接做(个包括水泥)的序及(笔水)		165.1	165.1
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	G/F 地下	4520	4520

Notes:

- 1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Please refer to P.26 of this sales brochure for the legends and notes for the floor plan of residential properties.
- 3. The dimension in floor plans are all structural dimensions in millimetre.

備註:

- 1. 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。
- 2. 請參閱本售樓說明書第26頁為住宅物業的樓面平面圖而設之圖例及備註。
- 3. 樓面平面圖所列的數字為以毫米標示之建築結構尺寸。

Notes for As-Built Part Plan of Unit B on G/F:

The alteration works done to Unit B on G/F are shown on the as-built part plan on P.22.

The alteration works done to Unit B on G/F are exempted works under the Buildings Ordinance:

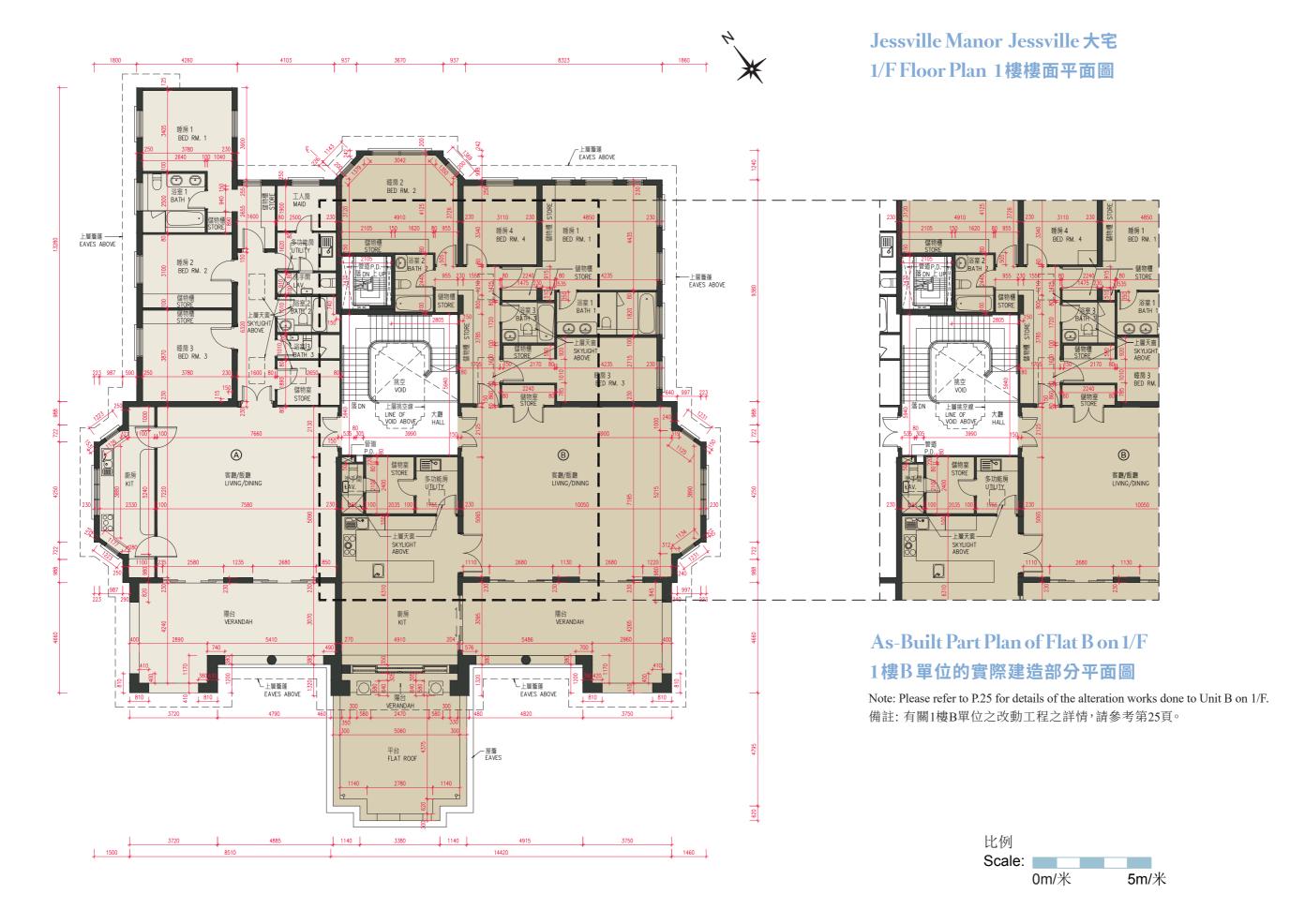
a. The toilet enclosure and door at Bath 1 has been removed.

地下B單位實際建造部份平面圖備註:

地下B單位的改動工程顯示於第22頁的實際建造部份平面圖。

改動工程均為建築物條例下的獲豁免的工程:

a. 浴室1的廁所圍封牆及門已移除。



Jessville Manor Jessville 大宅			
	Floor	Units	單位
	樓層	A	В
		100	
The thickness of the floor slabs (excluding plaster)	1 /15	101.6	101.6
of each residential property (mm)	1/F 1樓	127	127
每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	17女	139.7	139.7
		152.4	152.4
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石 屎地台面與上一層石屎地台面之高度距離)(毫米)	1/F 1樓	4320	4320

Notes:

- 1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
- 2. Please refer to P.26 of this sales brochure for the legends and notes for the floor plan of residential properties.
- 3. The dimension in floor plans are all structural dimensions in millimetre.

備註:

- 1. 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。
- 2. 請參閱本售樓說明書第26頁為住宅物業的樓面平面圖而設之圖例及備註。
- 3. 樓面平面圖所列的數字為以毫米標示之建築結構尺寸。

Notes for As-Built Part Plan of Unit B on 1/F:

The alteration works done to Unit B on 1/F are shown on the as-built part plan on P.24.

The alteration works done to Unit B on 1/F are exempted works under the Buildings Ordinance:

- a. The size of the cabinet in the Kitchen has been reduced.
- b. The bathtub has been replaced with a shower in Bathroom 3.
- c. Store has been provided at Bedroom 4.

1樓B單位實際建造部份平面圖備註:

1樓B單位的改動工程顯示於第24頁的實際建造部份平面圖。

改動工程均為建築物條例下的獲豁免的工程:

- a. 位於廚房的廚櫃的尺寸已縮少。
- b. 位於浴室3的浴缸已被淋浴取代。
- c. 睡房4已裝設儲物櫃。

The notes and legends on this page apply to all pages of "Floor plans of residential properties in the Development". 在本頁上備註和圖例適用於全部的「發展項目的住宅物業的樓面平面圖」頁數。

Legends of the Flo	oor Plans	
樓面平面圖圖例		
A/C PLATFORM	Air-conditioning Platform	空調機平台
ARCH. FEATURE	Architectural Feature	建築裝飾
BAL.	Balcony	露台
BATH	Bathroom	浴室
BED RM.	Bedroom	睡房
DINING	Dining Room	飯廳
DN	Down	落
E/ELV	Electric Meter Room	電錶房
H.R.	Hose Reel	消防喉轆
KIT	Kitchen	廚房
LAV.	Lavatory	洗手間
LIVING	Living Room	客廳
M BED RM.	Master Bedroom	主人睡房
M BATH	Master Bathroom	主人浴室
MAID	Maid Room	工人房
P.D.	Pipe Duct	管道
R.S.M.R. RM.	Refuse Storage and Material Recovery Room	垃圾及物料回收室
S.S. PLATFORM	Stainless Steel Platform	不銹鋼平台
ST	Staircase	樓梯
STUDY	Study Room	書房
STORE	Store Cabinet / Store Room	儲物櫃 / 儲物室
U.P.	Utility Platform	工作平台
UTILITY	Utility Room	多功能房
WMC	Water Meter Cabinet	水錶房

Notes:

- 1. Common pipes exposed or enclosed in cladding may be located at the balcony, flat roof, roof or external wall of some residential units.
- 2. There may be sunken slabs at some parts of the ceiling inside some residential units for the installation of mechanical and electrical services of the floor above or due to the structural, architectural and/or decoration design requirements of the floor above.
- 3. There may be ceiling bulkheads or false ceiling inside some residential units for the installation of air-conditioning conduits and/or other mechanical and electrical services.
- 4. The dimensions of the floor plans are all structural dimensions in millimetre.
- 5. Those icons of fittings and fitments shown on the floor plans of residential properties like bathtubs, wash basins, water closets, shower cubicles, sink units, cabinets (if any) etc. are prepared in accordance with the latest approved building plans. Their shapes, dimensions, scales may be different from the fittings and fitments actually provided and they are for indication and reference only.

備註:

- 1. 部份住宅單位的露台、平台、天台或外牆或設有外露之公用喉管,或外牆裝飾板內藏有公用喉管。
- 2. 部份住宅單位內之部份天花或有跌級樓板,用以安裝上層之機電設備或配合上層之結構、建築設計及/或 裝修設計上的需要。
- 3. 部份住宅單位內或設有假陣花或假天花用以安裝冷氣喉管及/或其他機電設備。
- 4. 樓面平面圖所列之數字為毫米標示之建築結構尺寸。
- 5. 各住宅物業的樓面平面圖內所展示之裝置及設備的圖標如浴缸、洗面盆、座廁、淋浴間、洗滌盆、櫃(如有)等乃根據最新經批准的建築圖則擬備,並形狀、尺寸、比例或與實際提供的裝置及設備存在差異,僅供示意及參考之用。

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

		Saleable Area (including balcony, utlity 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	Unit 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	
	1/F 1樓	A	132.905 (1431) Balcony 露台: 3.565 (38) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
		1樓	В	126.138 (1358) Balcony 露台: 3.565 (38) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
Jessville Tower	2/F & 14/F 2樓及14樓	A	132.905 (1431) Balcony 露台: 3.565 (38) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
Jessville 大廈		2樓及14樓	В	126.138 (1358) Balcony 露台: 3.565 (38) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A	132.905 (1431) Balcony 露台: 3.565 (38) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
	3樓至13樓	В	126.138 (1358) Balcony 露台: 3.565 (38) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
	G/F	A	210.141 (2262) Verandah 陽台 : 35.583(383) Utility Platform 工作平台 : -	-	-	-	-	21.746 (234)	-	-	-	-	-	
Jessville Manor	地下	В	216.951 (2335) Verandah 陽台 : 36.221(390) Utility Platform 工作平台 : -	-	-	-	-	52.639 (567)	-	-	-	-	-	
Jessville 大宅	1/F	A	208.880 (2248) Verandah 陽台 : 34.945(376) Utility Platform 工作平台 : -	-	-	-	-	-	-	-	-	-	<u>-</u>	
	1樓	В	275.003 (2960) Verandah 陽台: 40.657(438) Utility Platform 工作平台: -	-	-	-	23.861 (257)	-	-	-	-	-	-	

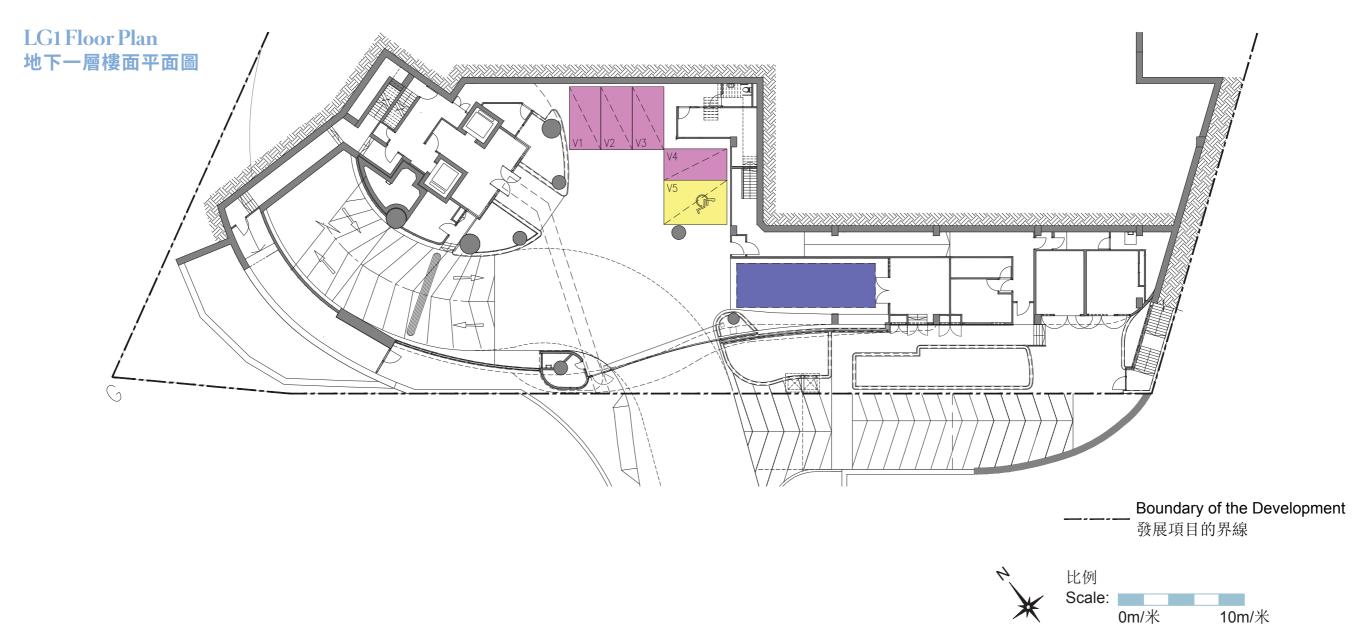
Notes:

- 1. 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, 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.
- 2. The area in square feet are converted from the area in square metre at the rate of 1 square metre =10.764 square feet and rounded off to the nearest integer, which may be slightly different from the area presented in square metres.

備註:

- 1. 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。
- 2. 以平方呎表述之面積是以1平方米=10.764 平方呎換算,並四捨五入至整數。平方呎與平方米表述之面積可能有些微差異。

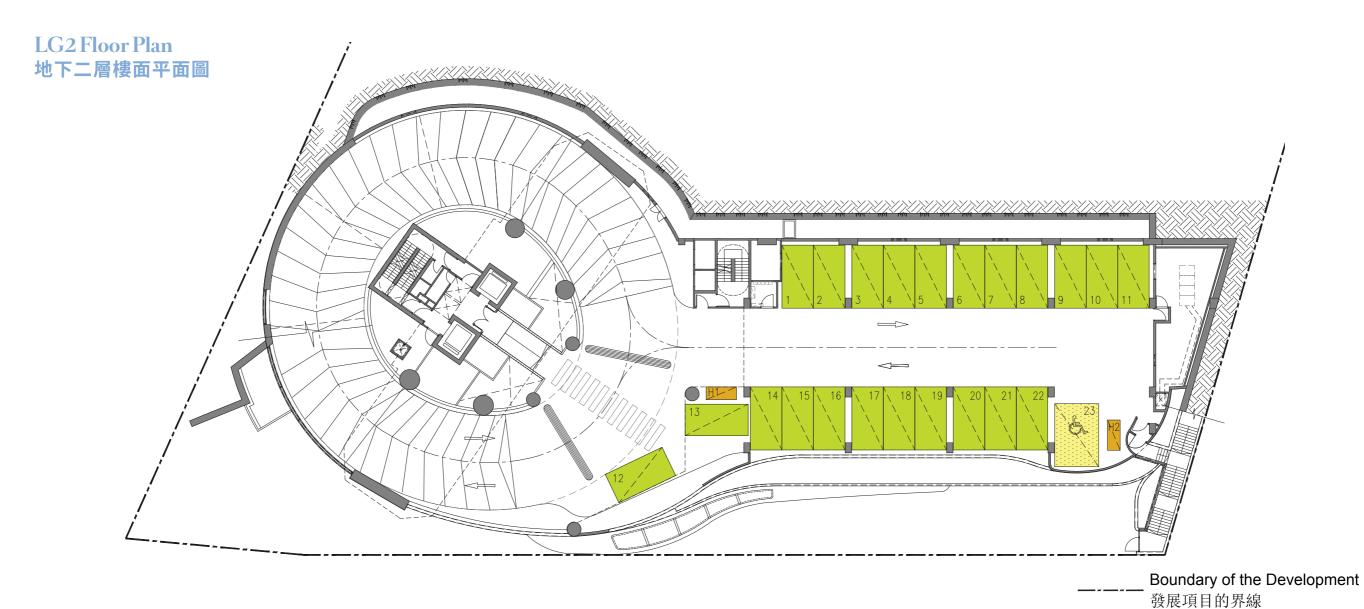
12 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT 發展項目中的停車位的樓面平面圖



Numbers, dimensions and areas of parking spaces 停車位的數目、尺寸和面積

FLOOR 層數	CATEGORY OF PARKING SPACES 停車位類別	PARKING SPACE NUMBER 停車位編號	NUMBER 數目	DIMENSIONS (L X W) (M.) 尺寸 (長 X 闊) (米)	AREA OF EACH PARKING SPACE (SQ. M.) 每個停車位面積 (平方米)
	Parking Space for Visitors 訪客停車位	V1 to V4 V1 至V4	4	5.0 x 2.5	12.5
LG1 地下一層	Parking Space for Disabled Persons 暢通易達停車位	V5	1	5.0 x 3.5	17.5
	Loading and Unloading Space 上落貨停車位	-	1	11 x 3.5	38.5

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

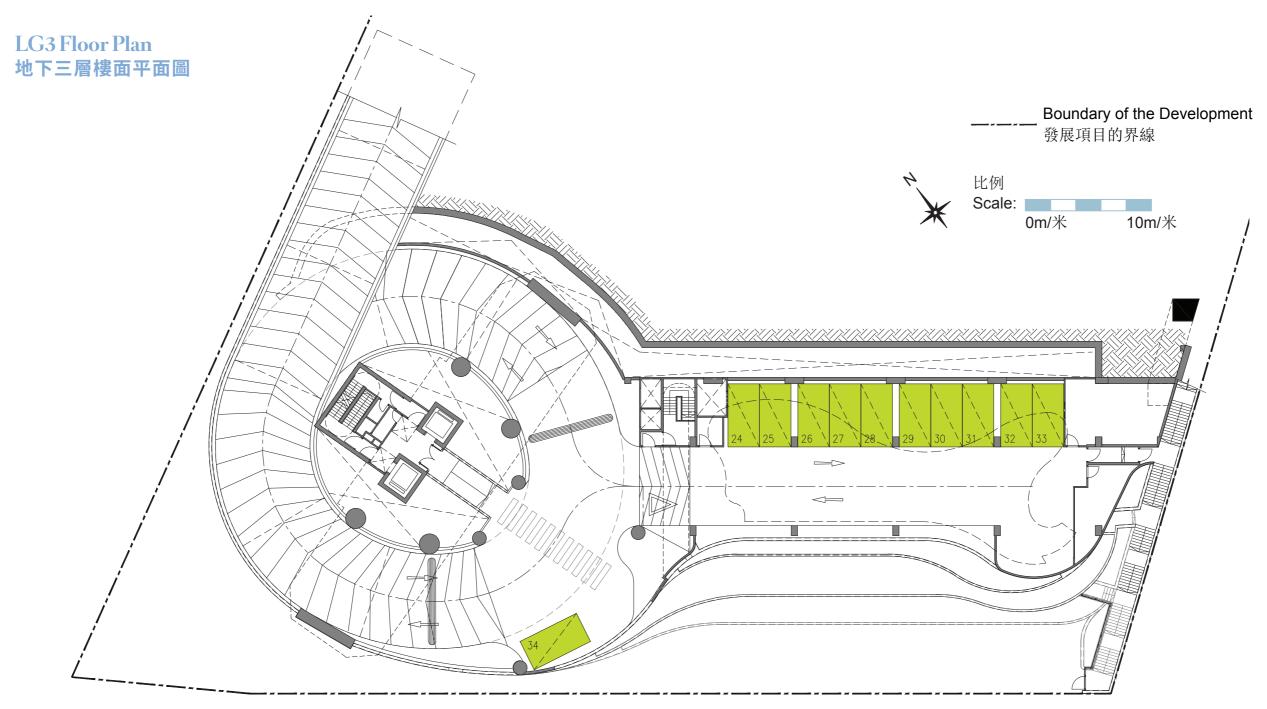


Numbers, dimensions and areas of parking spaces 停車位的數目、尺寸和面積



FLOOR 層數	CATEGORY OF PARKING SPACES 停車位類別	PARKING SPACE NUMBER 停車位編號	NUMBER 數目	DIMENSIONS (L X W) (M.) 尺寸 (長 X 闊) (米)	AREA OF EACH PARKING SPACE (SQ. M.) 每個停車位面積 (平方米)
	Residential Parking Space 住客停車位	1 to 22 1 至 22	22	5.0 x 2.5	12.5
LG2 地下二層	Parking Space for Disabled Persons 暢通易達停車位	23	1	5.0 x 3.5	17.5
	Residential Motor Cycle Parking Space 住客電單車停車位	H1 & H2 H1 及H2	2	2.4 x 1.0	2.4

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



Numbers, dimensions and areas of parking spaces 停車位的數目、尺寸和面積

FLO 層:	PARKING SPACE NUMBER 停車位編號	NUMBER 數目	DIMENSIONS (L X W) (M.) 尺寸 (長 X 闊) (米)	AREA OF EACH PARKING SPACE (SQ. M.) 每個停車位面積 (平方米)
LC 地下	24 to 34 24 至 34	11	5.0 x 2.5	12.5

13 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 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 stakeholder.
- 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.

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

14 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, the Residential Common Areas and Facilities, the Residential (Manor) Common Areas and Facilities, the Residential (Tower) Common Areas and Facilities and the Carpark Common Areas and Facilities and such other areas and facilities of and in the Land and the Development as are now or may from time to time be designated as Common Areas and Facilities in accordance with the DMC or in any Sub-DMC.

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

- (a) the whole of the Carpark (except the Parking Spaces, the Parking Spaces for Visitors, the Parking Spaces for the Disabled Persons and the Loading and Unloading Space shown and delineated on the car park layout plan approved by the Building Authority) including but not limited to fan room for car port, such areas and facilities of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner which (in so far as they are capable of being identified) for the purposes of identification are shown coloured Pink on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Carpark Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner

but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential (Manor) Common Areas and Facilities and the Residential (Tower) Common Areas and Facilities.

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

- (a) foot path, planters, emergency vehicular access ramps, ramps, guard house, canopies, refuse room, telecommunication and broadcasting equipment room, water meter room, high voltage switch room, transformer room, meter cabinet, gas meter cabinet, fire service inlets, drainage space required by Hongkong Electric Company, Limited, accessible toilets, carport, staircases, circulation staircases, lift lobbies, lift shafts, lifts, store room, fire service pump room, fire service control room, catch pit, covered landscape areas, main switch room, pipe ducts, hose reels, gas riser, electrical cable ducts, electrical rooms, extra low voltage room, flat roofs (not forming part of any Unit), exhaust air duct, potable, flushing, water sump and pump room, inaccessible voids, street hydrant pump room, electrical charging room, corridor, fire service water meter cabinets, caretaker's quarter, caretaker counter, owners' corporation office, emergency generator room, lift machine room, the Public Viewing Area, the Public Viewing Access, all the slopes, slope treatment works, retaining walls and other structures within the Land and 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 are shown coloured Yellow and Indigo on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Development Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for common use and benefit of the Development as a whole

but shall exclude the Carpark Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential (Manor) Common Areas and Facilities, the Residential (Tower) 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) staircases, lifts, lift lobbies, flat roofs (not forming part of any Unit), water tank, filtration plant room for swimming pool, emergency vehicular access ramps, entrance lobby, outdoor children play area, planters, swimming pool, children's pool, pool deck, maintenance path, decks, driveway, refuse storage and material recovery room, meter room, gas riser(s), accessible toilet, extra low voltage room (E/ELV), pipe ducts, hose reels,

fire services pump room, fan room (for loading & unloading bay), the Parking Spaces for Visitors, the Parking Spaces for the Disabled Persons, the Loading and Unloading Space, the Communal Greenery Areas (as shown coloured Orange Hatched Black for the purposes of identification on the Ground Floor Plan of the DMC Plans), the Recreational Facilities and 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 capable of being identified) for the purposes of identification are shown coloured Orange, Orange Hatched Black and Violet on the DMC Plans;

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

but shall exclude the Carpark Common Areas and Facilities, the Development Common Areas and Facilities, the Residential (Manor) Common Areas and Facilities and the Residential (Tower) Common Areas and Facilities.

"Residential (Manor) Common Areas and Facilities" means and includes:-

- (a) halls, staircases, vestibules, external walls, structural walls and structural supports of the Jessville Manor, the existing historic fountain and landscape features in front of the Jessville Manor which are shown and indicated as "EXISTING FEATURE RECONSTRUCTED" on the Ground Floor Plan of the DMC Plans, driveway, corridor, lawns, dome room, lantern, common flat roofs, new skylights, fences, planters, parapet walls of the Jessville Manor, potable, flushing, water sump & pump room for Jessville Manor, the Communal Greenery Areas (as shown coloured Light Orange Hatched Black for the purposes of identification on the Ground Floor Plan of the DMC Plans), fins and architectural features, roof of the Jessville Manor, air-conditioning steel platform(s) and related support structures on the roof of the Jessville Manor including the air-conditioner(s) (outdoor unit) serving the Jessville Manor as a whole and not serving exclusively any Residential Unit and such areas and facilities of and in the Land and the Development intended for the benefit of the Jessville Manor as a whole or otherwise not of any individual Owner which (in so far as they are capable of being identified) for the purposes of identification are shown coloured Light Orange and Light Orange Hatched Black on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Residential (Manor) Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for the benefit of the Jessville Manor as a whole or otherwise not of any individual Owner

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

"Residential (Tower) Common Areas and Facilities" means and includes:-

- (a) staircases, lifts, lift lobbies, lift shafts, common flat roofs, external walls, structural walls and structural supports of the Jessville Tower, parapet walls (if any) of the Jessville Tower, potable & flushing booster pump room, covers for balcony, covers for utility platform, pipe ducts, hose reels, electrical and mechanical (E&M) duct floor (Level.180.15), water meter cabinets (WMC), refuse storage and material recovery room (RSMRR), extra low voltage room (E/ELV), lift machine room, roof and upper roof of the Jessville Tower and such areas and facilities of and in the Land and the Development intended for the benefit of the Jessville Tower as a whole or otherwise not of any individual Owner which (in so far as they are capable of being identified) for the purposes of identification are shown coloured Grey on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Residential (Tower) Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for the benefit of the Jessville Tower as a whole or otherwise not of any individual Owner

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

14 SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

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

Jessville Manor				
Floor	Unit	Undivided Shares		
G/F	A (Note 1)	212		
G/F	B (Note 1)	222		
1/F	A ^(Note 2)	209		
1/F	B (Note 3)	277		

Jessville Tower			
Floor	Unit	Undivided Shares	
1/F – 14/F (14 storeys)	A (Note 4)	1,862 (133 for each Unit)	
1/F – 14/F (14 storeys)	B (Note 4)	1,764 (126 for each Unit)	
Total		4,546	

Notes:

- 1. means including verandah and garden thereof.
- 2. means including verandah thereof.
- 3. means including verandah and flat roof thereof.
- 4. means including balcony and utility platform thereof.

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

- 4. Each Owner of a Residential Unit in the Jessville Tower shall contribute his due proportion of the budgeted Management Expenses under the fourth part of the annual budget which proportion shall be equal to the Undivided Shares of his Residential Unit divided by the total Undivided Shares of all Residential Units in the Jessville Tower. The fourth part of the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential (Tower) Common Areas and Facilities.
- 5. Each Owner of a Residential Unit shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fifth part of the annual budget in which,
 - (a) the numerator of the said fraction shall be the Undivided Shares of his Residential Unit and the denominator shall be the total Undivided Shares of all Residential Units; and
 - (b) the said fair proportion shall be 123.5/540.8 x 100 = 23% (i.e. the numerator of the said fair proportion shall be the total gross floor area of all Parking Spaces for Visitors, all Parking Spaces for the Disabled Persons and the Loading and Unloading Space and the denominator shall be the total gross floor area of all Residential Parking Spaces, all Residential Motor Cycle Parking Spaces, all Parking Spaces for the Disabled Persons, all Parking Spaces for Visitors and the Loading and Unloading Space).

The fifth part of the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities.

- Each Owner of a Residential Parking Space shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fifth part of the annual budget in which,
 - (a) the numerator of the said fraction shall be the Undivided Shares of his Residential Parking Space and the denominator shall be the total Undivided Shares of all Residential Parking Spaces and all Residential Motor Cycle Parking Spaces; and
 - (b) the said fair proportion shall be 412.5/540.8 x 100 = 76% (i.e. the numerator of the said fair proportion shall be the total gross floor area of all Residential Parking Spaces and the denominator shall be the total gross floor area of all Residential Parking Spaces, all Residential Motor Cycle Parking Spaces, all Parking Spaces for the Disabled Persons, all Parking Spaces for Visitors and the Loading and Unloading Space).
- 7. Each Owner of a Residential Motor Cycle Parking Space shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fifth part of the annual budget in which:-
 - (a) the numerator of the said fraction shall be the Undivided Shares of his Residential Motor Cycle Parking Space and the denominator shall be the total Undivided Shares of all Residential Parking Spaces and all Residential Motor Cycle Parking Spaces; and
 - (b) the said fair proportion shall be 4.8/540.8 x 100 = 1% (i.e. the numerator of the said fair proportion shall be the total gross floor area of all Residential Motor Cycle Parking Spaces and the denominator shall be the total gross floor area of all Residential Parking Spaces, all Residential Motor Cycle Parking Spaces, all Parking Spaces for the Disabled Persons, all Parking Spaces for Visitors and the Loading and Unloading Space).

E. Basis on which the management fee deposit is fixed

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

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

Not applicable.

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

14 SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

A. 「發展項目」的公用部分

根據「發展項目」的《公契及管理協議》(「公契」):

「公用地方與設施」指「發展項目公用地方與設施」、「住宅公用地方與設施」、「住宅(Manor)公用地方與設施」、「住宅(Tower)公用地方與設施」及「停車場公用地方與設施」和「該土地」及「發展項目」內現已或不時按照「公契」或任何「副公契」指定為「公用地方與設施」的其他地方與設施。

「停車場公用地方與設施」指及包括:

- (a) 「停車場」所有範圍(現於建築事務監督批核的停車場布局圖顯示及劃定的「停車位」、「訪客停車位」、「傷殘人士停車位」及「上落貨停車位」除外),包括但不限於車庫風機房、「該土地」及「發展項目」內擬供「停車場」整體共享或並非任何個別「業主」專享的地方及設施(只要可在圖則辨識)現於「公契圖則」以粉紅色顯示,僅供識別;
- (b) 「該土地」及「發展項目」內於任何時候由「業主」根據「公契」指定為「停車場公用地方與設施」的其他地方及設施;及
- (c) 「該土地」及「發展項目」內符合《建築物管理條例》附表1指定的公用部分,擬供「停車場」整體共享 而非任何個別「業主」專享,

但不包括「發展項目公用地方與設施」、「住宅公用地方與設施」、「住宅(Manor)公用地方與設施」及「住宅 (Tower)公用地方與設施」。

「發展項目公用地方與設施」指及包括:

- (a) 行人徑、花槽、緊急救援車輛斜路通道、斜路、保安護衛亭、簷篷、垃圾房、電訊及廣播設備室、水錶房、高壓電掣房、變壓器房、儀錶櫃、氣體錶櫃、消防入水掣、香港電燈有限公司所需排水位、香港電燈有限公司所需電纜槽位、無障礙廁所、車庫、樓梯、往來階梯、電梯大堂、電梯槽、電梯、儲物室、消防水泵房、消防控制室、集水井、有蓋園景區、總電掣房、水管管道、喉轆、輸氣豎管、電纜槽、電氣房、特低壓電房、平台(不屬於任何「單位」一部分)、排氣口、食水及沖廁水地面缸和泵房、不可通達中空、街道消防栓泵房、充電房、走廊、消防水錶櫃、管理員宿舍、管理員櫃枱、業主立案法團辦事處、緊急發電機房、電梯機房、「公眾觀賞區」、「公眾觀賞區通道」、「該土地」內所有斜坡、斜坡處理工程、護土牆及其他構築物,以及位於和設於「該土地」及「發展項目」擬供「發展項目」整體公用與共享的地方及設施(只要可在圖則辨識)現於「公契圖則」以黃色及靛藍色顯示,僅供識別;
- (b) 「該土地」及「發展項目」內於任何時候由「業主」根據「公契」指定為「發展項目公用地方與設施」的 其他地方及設施;及
- (c) 「該土地」及「發展項目」內符合《建築物管理條例》附表1指定的公用部分,擬供「發展項目」整體公用與共享,

但不包括「停車場公用地方與設施」、「住宅公用地方與設施」、「住宅(Manor)公用地方與設施」、「住宅(Tower)公用地方與設施」及「發展項目」內由任何個別「業主」以專有權和特權持有、使用、佔用與享用的地方,以及「發展項目」內只供任何個別「業主」專用的設施。

「住宅公用地方與設施」指及包括:

(a) 樓梯、電梯、電梯大堂、平台(不屬於任何「單位」一部分)、水箱、泳池濾水裝置機房、緊急救援車輛 斜路通道、入口大堂、室外兒童遊樂場、花槽、游泳池、兒童嬉水池、泳池陽台、維修道、陽台、行車 道、垃圾及物料回收房、儀錶房、輸氣豎管、無障礙廁所、特低壓電房(E/ELV)、水管管道、喉轆、消防 泵房、風機房(上落貨車位專用)、「訪客停車位」、「傷殘人士停車位」、「上落貨停車位」、「公共綠化 區」(現於「公契圖則」的「地下平面圖」以橙色間黑斜線顯示,僅供識別)、「康樂設施」,以及位於和 設於「該土地」及「發展項目」擬供「住宅樓字」整體共享或並非任何個別「業主」專享的地方及設施 (只要可在圖則辨識)現於「公契圖則」以橙色、橙色間黑斜線及紫色顯示,僅供識別;

- (b) 「該土地」及「發展項目」內於任何時候由「業主」根據「公契」指定為「住宅公用地方與設施」的其他 地方及設施;及
- (c) 「該土地」及「發展項目」內符合《建築物管理條例》附表1指定的公用部分,擬供「住宅樓宇」整體共享而非任何個別「業主」專享,

但不包括「停車場公用地方與設施」、「發展項目公用地方與設施」、「住宅(Manor)公用地方與設施」及「住宅(Tower)公用地方與設施」。

「住宅(Manor)公用地方與設施」指及包括:

- (a) Jessville Manor 的廳堂、樓梯、前庭、外牆、結構牆及結構性支承件、Jessville Manor前方的現存歷史噴泉及園景裝飾(現於「公契圖則」的「地下平面圖」顯示並註明為"EXISTING FEATURE RECONSTRUCTED")、行車道、走廊、草坪、圓拱廳、路燈、公用平台、新天井、圍欄、花槽、Jessville Manor 的護牆、Jessville Manor 的食水及沖廁水地面缸和泵房、「公共綠化區」(現於「公契圖則」的「地下平面圖」以淺橙色間黑斜線顯示,僅供識別)、Jessville Manor 的鰭片及建築裝飾、Jessville Manor 的天台、Jessville Manor 天台上的冷氣機鋼平台及附屬支承結構,包括供 Jessville Manor 整體公用而非任何個別「住宅單位」專用的冷氣機(室外裝置),以及位於和設於「該土地」及「發展項目」擬供 Jessville Manor 整體共享或並非任何個別「業主」專享的地方及設施(只要可在圖則辨識)現於「公契圖則」以淺橙色及淺橙色間黑斜線顯示,僅供識別;
- (b) 「該土地」及「發展項目」內於任何時候由「業主」根據「公契」指定為「住宅(Manor)公用地方與設施」的其他地方及設施;及
- (c) 「該土地」及「發展項目」內符合《建築物管理條例》附表1指定的公用部分,擬供 Jessville Manor 整體 共享而非任何個別「業主」專享,

但不包括「停車場公用地方與設施」、「發展項目公用地方與設施」、「住宅公用地方與設施」及「住宅 (Tower)公用地方與設施」。

「住宅(Tower)公用地方與設施」指及包括:

- (a) Jessville Tower 的樓梯、電梯、電梯大堂、電梯槽、公用平台、外牆、結構牆及結構性支承件、Jessville Tower 的護牆(如有)、食水及沖廁水增壓泵房、露台上蓋、工作平台上蓋、水管管道、喉轆、機電(E&M)管道層(180.15水平)、水錶櫃(WMC)、垃圾及物料回收房(RSMRR)、特低壓電房(E/ELV)、電梯機房、Jessville Tower 的天台及上層天台,以及位於和設於「該土地」及「發展項目」 擬供Jessville Tower 整體共享或並非任何個別「業主」專享的地方及設施(只要可在圖則辨識)現於「公契圖則」以灰色顯示,僅供識別;
- (b) 「該土地」及「發展項目」內於任何時候由「業主」根據「公契」指定為「住宅(Tower)公用地方與設施」的其他地方及設施;及
- (c) 「該土地」及「發展項目」內符合《建築物管理條例》附表1指定的公用部分,擬供 Jessville Tower 整體 共享而非任何個別「業主」專享,

但不包括「停車場公用地方與設施」、「發展項目公用地方與設施」、「住宅(Manor)公用地方與設施」及「住宅公用地方與設施」。

14 SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

B. 分配予「發展項目」中每個住宅物業的不分割份數數額

Jessville Manor				
樓層	單位	不分割份數		
地下	A (註1)	212 份		
地下	B (註1)	222 份		
1樓	A ^(註2)	209 份		
1樓	B(註3)	277 份		

Jessville Tower					
樓層	單位 不分割份數				
1樓 – 14樓 (共14層)	A (註4)	1,862 份 (每個單位133份)			
1樓 - 14樓 (共14層)	B (註4)	1,764 份 (每個單位126份)			
總額		4,546 份			

註:

- 1. 指包括該處的陽台及花園。
- 2. 指包括該處的陽台。
- 3. 指包括該處的陽台及平台。
- 4. 指包括該處的露台及工作平台。

C. 「發展項目」管理人的委任年期

「發展項目」管理人的首屆任期為兩(2)年,由「公契」生效日開始,其後一直延續,直至及除非依照「公契」條款終止委任為止。

D. 「發展項目」中住宅物業的擁有人之間分擔管理開支的計算基準

- 1. 每名「單位」「業主」須按照應分擔比例攤付年度預算案第一部分所列的預算「管理開支」,分擔比例 為其「單位」的「不分割份數」除以「發展項目」的「不分割份數」總額。年度預算案第一部分涵蓋「管 理人」認為(其決定如無明顯錯誤將作終論)乃本着全體「業主」的利益或為着完善管理及維修「該 土地」及「發展項目」和「發展項目公用地方與設施」而招致的所有開支。
- 2. 每名「住宅單位」「業主」須按照應分擔比例攤付年度預算案第二部分所列的預算「管理開支」,分擔 比例為其「住宅單位」的「不分割份數」除以所有「住宅單位」的「不分割份數」總額。年度預算案第二 部分涵蓋「管理人」認為(其決定如無明顯錯誤將作終論)乃專為「住宅公用地方與設施」而招致的 所有開支。
- 3. 每名 Jessville Manor「住宅單位」「業主」須按照應分擔比例攤付年度預算案第三部分所列的預算「管理開支」,分擔比例為其「住宅單位」的「不分割份數」除以 Jessville Manor 所有「住宅單位」的「不分割份數」總額。年度預算案第三部分涵蓋「管理人」認為(其決定如無明顯錯誤將作終論)乃專為「住宅(Manor)公用地方與設施」而招致的所有開支。

- 4. 每名 Jessville Tower「住宅單位」「業主」須按照應分擔比例攤付年度預算案第四部分所列的預算「管理開支」,分擔比例為其「住宅單位」的「不分割份數」除以 Jessville Tower 所有「住宅單位」的「不分割份數」總額。年度預算案第四部分涵蓋「管理人」認為(其決定如無明顯錯誤將作終論)乃專為「住宅(Tower)公用地方與設施」而招致的所有開支。
- 5. 每名「住宅單位」「業主」須分擔年度預算案第五部分所列預算「管理開支」總額的合理比例中之指定分數,
 - (a) 上述指定分數的分子為其「住宅單位」的「不分割份數」,分母則為所有「住宅單位」之「不分割份數」總額;及
 - (b) 上述合理比例為123.5/540.8 x 100 = 23%(即上述合理比例的分子為所有「訪客停車位」、所有「傷殘人士停車位」及「上落貨停車位」的整體樓面總面積,分母則為所有「住宅停車位」、所有「住宅電單車停車位」、所有「傷殘人士停車位」、所有「訪客停車位」及「上落貨停車位」的整體樓面總面積)。

年度預算案第五部分涵蓋「管理人」認為(其決定如無明顯錯誤將作終論)乃專為「停車場公用地方 與設施」而招致的所有開支。

- 6. 每名「住宅停車位」「業主」須分擔年度預算案第五部分所列預算「管理開支」總額的合理比例中之指定分數,
 - (a) 上述指定分數的分子為其「住宅停車位」的「不分割份數」,分母則為所有「住宅停車位」及所有「住宅電單車停車位」的「不分割份數」總額;及
 - (b) 上述合理比例為412.5/540.8 x 100 = 76%(即上述合理比例的分子為所有「住宅停車位」的整體 樓面總面積,分母則為所有「住宅停車位」、所有「住宅電單車停車位」、所有「傷殘人士停車 位」、所有「訪客停車位」及「上落貨停車位」的整體樓面總面積)。
- 7. 每名「住宅電單車停車位」「業主」須分擔年度預算案第五部分所列預算「管理開支」總額的合理比例中之指定分數:
 - (a) 上述指定分數的分子為其「住宅電單車停車位」的「不分割份數」,分母則為所有「住宅停車位」及所有「住宅電單車停車位」的「不分割份數」總額;及
 - (b) 上述合理比例為4.8/540.8 x 100 = 1%(即上述合理比例的分子為所有「住宅電單車停車位」的整體樓面總面積,分母則為所有「住宅停車位」、所有「住宅電單車停車位」、所有「傷殘人士停車位」、所有「訪客停車位」及「上落貨停車位」的整體樓面總面積)。

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」應分擔首年預算管理開支的兩(2)個月管理費,按金不予退還,但可以轉戶。

F. 賣方在「發展項目」中保留作自用的範圍

不適用。

註:詳情請參考「公契」最新擬稿。「公契」最新擬稿已備於售樓處,在開放時間可按要求供免費閱覽,並可支付必要的影印費用索取副本。

- 1. The Development is constructed on Rural Building Lot No. 324 (the "lot") which is held under the Government lease dated 10 November 1931 (the "Government Lease") as varied, modified or supplemented by a deed of variation dated 29 August 1981 and registered in the Land Registry by Memorial No. UB2136488 and a modification letter dated 23 April 2014 and registered in the Land Registry by Memorial No. 14042401030038 (the "Modification Letter") (collectively, the "Land Grant").
- 2. The lot is granted for a term of 75 years (renewable for a further term of 75 years) commencing from 2 September 1929.
- 3. The Government Lease stipulates that:-

"...And also that the Lessee shall and will from time to time and at all times hereafter when where and as often as need or occasion shall be and require at his her or their own proper costs and charges well and sufficiently Repair Uphold Support Maintain Pave Purge Scour Cleanse Empty Amend and keep the messuage or tenement messuages or tenements erections and buildings now or at any time hereafter standing upon the said piece or parcel of ground hereby expressed to be demised and all the Walls Rails Lights Pavement Prives Sinks Drains and Watercourses thereunto belonging and which shall in any-wise belong or appertain unto the same in by and with all and all manner of needful and necessary reparations cleansings and amendments whatsoever the whole to be done to the satisfaction of His Majesty's Director of Public Works (hereinafter called "the said Director")

..

And also that the Lessee shall and will during the term hereby granted as often as need shall require bear pay and allow a reasonable share and proportion for and towards the costs and charges of making building repairing and amending all or any roads pavements channels fences and party-walls draughts private or public sewers and drains requisite for or in or belonging to the said premises hereby expressed to be demised or any part thereof in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the Director and shall be recoverable in the nature of rent in arrear

. . .

And will develop the said piece or parcel of grounds so that surface water will be drained off in such manner that no drainage may percolate into the conduit on the South West side of the said piece or parcel of ground And will be responsible for any damages to the said conduit which may be caused by such development Provided Always and it is hereby agreed and declared that the piece of Crown land shown on the plan hereto between the South Westerly boundary of the said piece or parcel of ground and the conduit may be used for such purposes as the Governor may think fit and the same may for such purpose be cut away or filled in or the level thereof may be altered and the lessee shall not be entitled to compensation for any damage to the said piece or parcel of ground result in from any such user or cutting away filling in or alteration of level And the lessee will be allowed to obtain unfiltered water from the conduit below the said piece or parcel of ground on the understanding that the supply may be cut off at any time without compensation and that the connection with the conduit is made at the lessee's expense the work to be carried out by the said Director who shall however incur no liability to the lessee in respect thereof..."

4. Clause (1) of the Second Schedule to the Modification Letter stipulates that:-

- "(a) The Lessee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this Clause) in accordance with the covenants and conditions herein contained:
 - (i) maintain all buildings in accordance with the approved design and deposition and any approved building plans without variation or modification thereto; and
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with the covenants and conditions herein contained 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 term hereby granted of any building then standing on the said piece or parcel of ground or any part thereof the Lessee 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 of Lands (hereinafter referred to as "the Director"). In the event of demolition as aforesaid the Lessee shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the said piece or parcel of ground and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director."

5. Clause (2) of the Second Schedule to the Modification Letter stipulates that:-

"(a) The Lessee shall:

- (i) on or before the 30th day of June 2019 or such other extended period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form those portion of future public road shown coloured green on the plan marked "PLAN B" annexed hereto (hereinafter referred to as "the Green Area"); and
 - (II) provide and construct such bridges, tunnels, over-passes, underpasses, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

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

- (ii) on or before the 30th day of June 2019 from date of the Modification Letter or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered in accordance with Clause No. (3) hereof.
- (b) In the event of the non-fulfilment of the Lessee's obligations under sub-clause (a) of this Clause within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Lessee 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 Lessee.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of the Lessee's obligations under sub-clause (a) of this Clause or the exercise of the rights by the Government under sub-clause (b) of this Clause or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance."

6. Clause (3) of the Second Schedule to the Modification Letter stipulates that:-

"For the purpose only of carrying out the necessary works specified in Clause No. (2) hereof, the Lessee shall on the 23 day of April 2014 be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Lessee on the date of a letter from the Director indicating that the covenants and conditions herein contained have been complied with to his satisfaction. The Lessee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Clause No. (2) hereof or otherwise."

7. Clause (4) of the Second Schedule to the Modification Letter stipulates that:-

"The Lessee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Clause No. (2) hereof."

8. Clause (5) of the Second Schedule to the Modification Letter stipulates that:-

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

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the said piece or parcel of ground and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Clause No. (2)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Clause No. (2)(b) hereof and any other works which the Director may consider necessary in the Green Area:
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the said piece or parcel of ground and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the said piece or parcel of ground or any adjoining or neighbouring land or premises and the Lessee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the said piece or parcel of ground and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Clause shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Clause."

9. Clause (6) of the Second Schedule to the Modification Letter stipulates that:-

"The Lessee shall develop the said piece or parcel of ground by the erection thereon of a building or buildings complying in all respects with the covenants and conditions herein contained and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in the Hong Kong Special Administrative Region, such building or buildings to be completed and made fit for occupation on or before the 30th day of June 2019."

10. Clause (7) of the Second Schedule to the Modification Letter stipulates that:-

"The said piece or parcel of ground or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes."

11. Clause (8) of the Second Schedule to the Modification Letter stipulates that:-

"(a) any building or buildings erected or to be erected on the said piece or parcel of ground shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;

- (b) no building or buildings may be erected on the said piece or parcel of ground or any part thereof or upon any area or areas outside the said piece or parcel of ground specified in the covenants and conditions herein contained, nor may any development or use of the said piece or parcel of ground or any part thereof, or of any area or areas outside the said piece or parcel of ground specified in the covenants and conditions herein contained take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c) the said piece or parcel of ground shall not be less than 3,478 square metres and shall not exceed 5,796 square metres:
- (d) the total site coverage of any building or buildings erected or to be erected on the said piece or parcel of ground shall not exceed 15% of the area of the said piece or parcel of ground;
- (e) no part of any building or other structure erected or to be erected on the said piece or parcel of ground together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 234.35 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may, subject to the payment by the Lessee of any premium and administrative fee as shall be determined by the Director, approve, provided that:
 - (i) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit; and
 - (ii) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Clause No. (40)(b)(i)(II) hereof except communal sky gardens.
- (f) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the said piece or parcel of ground shall not have any projected facade length of 60 metres or more;
 - (ii) for the purposes of sub-clause (f)(i) of this Clause:
 - (I) the decision of the Director as to what constitutes a building shall be final and binding on the Lessee;
 - (II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the said piece or parcel of ground is less than 15 metres;
 - (III) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the said piece or parcel of ground shall be final and binding on the Lessee; and
 - (IV) in calculating the projected facade length referred to in sub-clause (f)(i) of this Clause, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Lessee; and
- (g) the design and disposition of any building or buildings erected or to be erected on the said piece or parcel of ground shall be subject to the approval in writing of the Director and no building works (other than site formation works) shall be commenced on the said piece or parcel of ground until such approval shall have been obtained, and for the purpose of the covenants and conditions herein contained, "building works" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."

12. Clause (9) of the Second Schedule to the Modification Letter stipulates that:-

"Notwithstanding the user restriction and the maximum gross floor area permitted under Clause Nos. (7) and (8) hereof, the Lessee may use part or parts of the building or buildings erected or to be erected on the said piece or parcel of ground in accordance with the covenants and conditions herein contained and erect on part or parts of the said piece or parcel of ground separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the said piece or parcel of ground in accordance with the covenants and conditions herein contained, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director."

13. Clause (10) of the Second Schedule to the Modification Letter stipulates that:-

- "(a)The Lessee shall not without the prior written approval of the Director of Leisure and Cultural Services (hereinafter referred to as "the said Director") alter, interfere with, remove or demolish the building existing on the said piece or parcel of ground shown edged red on the plan marked "PLAN B" annexed hereto (which existing building is hereinafter referred to as "the Preserved Building") or any part thereof.
- (b) The Lessee shall at his own expense prepare and submit a Conservation Management Plan (hereinafter referred to as "CMP") for the conservation of the Preserved Building to the said Director for approval in writing prior to the commencement of any alteration works to the Preserved Building and implement the works to the Preserved Building in accordance with the approved CMP to the satisfaction of the said Director.
- (c) The Lessee shall not carry out on the said piece or parcel of ground or any part thereof any works whatsoever which may affect the Preserved Building without the prior written approval of the said Director, who may in granting approval, without prejudice to the generality of sub-clause (d) of this Clause, impose such conditions as he may deem appropriate.
- (d) The Lessee shall take or cause to be taken all proper and adequate care, skills and precautions to the satisfaction of the said Director at all times during any site formation and building works to avoid causing any damage to the Preserved Building or any part thereof and shall observe and comply with all the requirements as may be imposed by the said Director in respect of the conservation of the Preserved Building.
- (e) Any damage to the Preserved Building or any part thereof shall be made good by the Lessee at his own expense to the satisfaction of the said Director provided that any making good or remedial works shall first be approved by the said Director.
- (f) The Lessee shall at all reasonable times permit the said Director and his officers, contractors and agents and any persons authorized by the said Director upon serving prior notice on the Lessee, a free and uninterrupted right to enter into the said piece or parcel of ground or any part thereof and the Preserved Building for the purpose of inspecting and checking the Preserved Building or any works to be carried out by the Lessee in respect of the maintenance and conservation of the Preserved Building. The said Director and his officers, contractors and agents and any persons authorized by him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights conferred under this sub-clause (f), and no claim shall be made by the Lessee in respect of any loss, damage, nuisance or disturbance.
- (g) The Lessee shall at his own expense provide and maintain an access and a public viewing area at such design, position and level as shall be approved by the said Director from 9:00am to 6:00pm daily or such other opening hours as may be approved or required by the Secretary for Development free of charge without any interruption for the general public to view and appreciate the Preserved Building. The public viewing area shall be of 3 square metres and if on demand of the general public so requires be extended to 12 square metres, and shall be fenced by a circular gate. The Lessee shall provide barrier free access to persons with disability on daily basis if so requested for and by prior appointment.
- (h) In addition to his obligations under sub-clause (g) above, the Lessee shall at his own expense provide an access to the said piece or parcel of ground at such position and level as shall be approved in writing by the Secretary for Development up to the location as shown and marked by a blue line on the plan marked "PLAN B" annexed hereto outside the Preserved Building for two days a year from 9:00am to 6:00pm or such other opening arrangement as may be approved or required by the Secretary for Development free of charge without any interruption for the general public by prior appointment to view and appreciate the Preserved Building.
- (i) The Lessee shall at his own expense prepare and submit to the said Director for approval in writing a Public Access Arrangement Plan in relation to the public access arrangement as required in sub-clauses (g) and (h) of this Clause (hereinafter referred to as "the PAAP") and implement and comply with the approved PAAP, all to the satisfaction of the said Director.

- (j) Provisions shall be made in the DMC (as hereinafter defined) and the sales brochure of the said piece or parcel of ground in respect of the Lessee's obligations under this Clause to the satisfaction of the Secretary for Development, the Director and the said Director.
- (k) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Lessee contained in sub-clauses (g) and (h) of this Clause neither the Lessee intends to dedicate nor the Government consent to any dedication of the public viewing area to the public for the right of access.
- (l) It is expressly agreed and declared that the obligation on the part of the Lessee contained in sub-clauses (g) and (h) of this Clause 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 Lessee 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."

14. Clause (11) of the Second Schedule to the Modification Letter stipulates that:-

- "(a) The Lessee may erect, construct and provide within the said piece or parcel of ground such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the total gross floor area and site coverage respectively stipulated in Clause Nos. (8) (c) and (8)(d) hereof, subject to Clause No. (40)(d) hereof, any part of the Facilities provided within the said piece or parcel of ground in accordance with sub-clause (a) of this Clause which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the said piece or parcel of ground and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
- (c) In the event that any part of the Facilities is exempted from the gross floor area and the site coverage calculation pursuant to sub-clause (b) of this Clause (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 Clause No. (19)(a)(v) hereof;
 - (ii) the Lessee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
 - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the said piece or parcel of ground and their bona fide visitors and by no other person or persons."

15. Clause (12) of the Second Schedule to the Modification Letter stipulates that:-

"No tree growing on the said piece or parcel of ground 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."

16. Clause (13) of the Second Schedule to the Modification Letter stipulates that:-

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

- (b) (i) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas, and such other information as the Director may require.
 - (ii) Not less than 20% of the area of the said piece or parcel of ground shall be planted with trees, shrubs or other plants.
 - (iii) Not less than 50% of the 20% referred to in sub-clause (b)(ii) of this Clause (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the said piece or parcel of ground.
 - (iv) The decision of the Director on which landscaping works proposed by the Lessee constitutes the 20% referred to in sub-clause (b)(ii) of this Clause shall be final and binding on the Lessee.
 - (v) The Director at his sole discretion may accept other non-planting features proposed by the Lessee as an alternative to planting trees, shrubs or other plants.
- (c) The Lessee shall at his own expense landscape the said piece or parcel of ground in accordance with the approved landscape master plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director.
- (d) The Lessee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Clause shall be designated as and form part of the Common Areas referred to in Clause No. (19)(a)(v) hereof."

17. Clause (14) of the Second Schedule to the Modification Letter stipulates that:-

- "(a) Office accommodation for watchmen or caretakers or both may be provided within the said piece or parcel of ground subject to the following conditions:
 - (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the said piece or parcel of ground;
 - (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 said piece or parcel of ground; 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 and the total site coverage respectively stipulated in Clause Nos. (8)(c) and (8)(d) hereof, subject to Clause No. (40)(d) hereof, there shall not be taken into account office accommodation provided within the said piece or parcel of ground in accordance with subclause (a) of this Clause 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 said piece or parcel of ground;
 - (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the said piece or parcel of ground, or 5 square metres for every block of residential units erected or to be erected on the said piece or parcel of ground, whichever calculation provides the greater floor area of such accommodation.

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

- (ii) In calculating the total gross floor area of the building or buildings erected or to be erected on the said piece or parcel of ground referred to in sub-clause (b)(i)(I) of this Clause, 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 said piece or parcel of ground in accordance with the covenants and conditions herein contained as to which the decision of the Director shall be final and binding on the Lessee.
- (c) Office accommodation provided within the said piece or parcel of ground in accordance with sub-clause (a) of this Clause shall be designated as and form part of the Common Areas referred to in Clause No. (19)(a)(v) hereof."

18. Clause (15) of the Second Schedule to the Modification Letter stipulates that:-

- "(a) Quarters for watchmen or caretakers or both may be provided within the said piece or parcel of ground subject to the following conditions:
 - (i) such quarters shall be located in one of the blocks of residential units erected on the said piece or parcel of ground 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 said piece or parcel of ground.
- (b) For the purpose of calculating the total gross floor area and the total site coverage respectively stipulated in Clause Nos. (8)(c) and (8)(d) hereof, quarters provided within the said piece or parcel of ground in accordance with sub-clause (a) of this Clause with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.
- (c) Quarters for watchmen or caretakers or both provided within the said piece or parcel of ground in accordance with sub-clause (a) of this Clause shall be designated as and form part of the Common Areas referred to in Clause No. (19)(a)(v) hereof."

19. Clause (16) of the Second Schedule to the Modification Letter stipulates that:-

- "(a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the said piece or parcel of ground 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 said piece or parcel of ground
 and the buildings erected or to be erected thereon; and
 - (ii) the location of any such office shall first be approved in writing by the Director.
- (b) For the purpose of calculating the total gross floor area and the total site coverage respectively stipulated in Clause Nos. (8)(c) and (8)(d) hereof, subject to Clause No. (40)(d) hereof, office provided within the said piece or parcel of ground in accordance with sub-clause (a) of this Clause 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 calculation.
- (c) An office provided within the said piece or parcel of ground in accordance with sub-clause (a) of this Clause shall be designated as and form part of the Common Areas referred to in Clause No. (19)(a)(v) hereof."

20. Clause (22) of the Second Schedule to the Modification Letter stipulates that:-

"(a)(i) Spaces shall be provided within the said piece or parcel of ground to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the said piece or parcel of ground and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a rate to be calculated by reference to the respective size of the

residential units erected or to be erected on the said piece or parcel of ground as set out in the table below unless the Director consents to a rate for or to a number of the Residential Parking Spaces different from those set out in the table below:

Size of each residential unit	No. of the Residential Parking Spaces to be provided		
Less than 40 square metres	One space for every 15 residential units or part thereof		
Not less than 40 square metres but less than 70 square metres	One space for every 9 residential units or part thereof		
Not less than 70 square metres but less than 100 square metres	One space for every 3.6 residential units or part thereof		
Not less than 100 square metres but less than 160 square metres	One space for every 1.8 residential units or part thereof		
Not less than 160 square metres	One space for each residential unit or part thereof		

- (ii) For the purpose of sub-clause (a)(i) of this Clause, the total number of the Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a)(i) of this Clause and for the purpose of the covenants and conditions herein contained, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below:
 - (I) the gross floor area in respect of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Clause No. (8)(c) hereof; and
 - (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the said piece or parcel of ground, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of gross floor area stipulated in Clause No. (8)(c) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula:

The total gross floor area of the Residential Common Area The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Clause

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

(iii) 5 additional spaces shall be provided within the said piece or parcel of ground to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the said piece or parcel of ground and the visitors of the Preserved Building.

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(iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Clause shall not be used for any purpose other

- than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) Out of the spaces provided under sub-clauses (a)(i) and (a)(iii) of this Clause, the Lessee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Clause and that the Lessee shall not designate or reserve all of the spaces provided under sub-clause (a)(iii) of this Clause to become the Parking Spaces for the Disabled Persons.
 - (ii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the said piece or parcel of ground and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Spaces shall be provided within the said piece or parcel of ground to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the said piece or parcel of ground and their bona fide guests, visitors or invitees (hereinafter referred to as "the Motor Cycle Parking Spaces") at a rate of 5 percent of the total number of spaces required to be provided under sub-clause (a)(i) of this Clause unless the Director consents to another rate. If the number of spaces to be provided under this sub-clause (c)(i) is a decimal number, the same shall be rounded up to the next whole number.
 - (ii) The Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Clause and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Except the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clause (a) of this Clause shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
 - (ii) The dimensions of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
 - (iii) Each of the Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director."

21. Clause (23) of the Second Schedule to the Modification Letter stipulates that:-

- "(a) Spaces shall be provided within the said piece or parcel of ground to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the said piece or parcel of ground or at such other rates as may be approved by the Director.
- (b) Each of the spaces provided under sub-clause (a) of this Clause shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the said piece or parcel of ground."

22. Clause (24) of the Second Schedule to the Modification Letter stipulates that:-

- "(a) Notwithstanding Clause No. (22)(a)(i) hereof, the Lessee may increase or reduce the number of spaces required to be provided under the said Clause by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.
- (b) In addition to sub-clause (a) of this Clause, the Lessee may increase or reduce the respective number of spaces required to be provided under Clause Nos. (22)(a)(i) and (22)(c)(i) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Clause) by not more than 5 percent."

23. Clause (26) of the Second Schedule to the Modification Letter stipulates that:-

- "(a) Notwithstanding that the covenants and conditions herein contained shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:
 - (i) assigned except
 - (I) together with undivided shares in the said piece or parcel of ground giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the said piece or parcel of ground or
 - (II) to a person who is already the owner of undivided shares in the said piece or parcel of ground with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the said piece or parcel of ground; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the said piece or parcel of ground.

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

- (b) Notwithstanding sub-clause (a) of this Clause, the Lessee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Motor Cycle Parking Spaces as a whole, but only to a whollyowned subsidiary company of the Lessee.
- (c) Sub-clause (a) of this Clause shall not apply to an assignment, underletting, mortgage or charge of the said piece or parcel of ground as a whole."

24. Clause (29) of the Second Schedule to the Modification Letter stipulates that:-

- "(a) The said piece or parcel of ground is granted together with a right for the Lessee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby granted for all purposes connected with the proper use and enjoyment of the said piece or parcel of ground to pass and repass, on, along, over, by and through the area shown coloured brown on the plan marked "PLAN B" annexed hereto (hereinafter referred to as "the Brown Area") at such levels as may be approved by the Director.
- (b) The Lessee shall, on or before the 30th day of June 2019 or within such other time limit as may be specified by the Director, at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with the associated street furniture, traffic aids, street lighting, sewers, drains and other structures on the Brown Area over and along which a right of way referred to in sub-clause (a) of this Clause is given with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (c) The Lessee shall at his own expense uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Lessee shall be responsible for the whole as if he were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Lessee who shall at his own expense

- carry out all consequent alterations to the paved way constructed by him to the satisfaction of the Director.
- (e) The grant of the right of way referred to in sub-clause (a) of this Clause shall not give the Lessee the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Lessee or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (f) In the event of the non-fulfilment of the Lessee's obligations under sub-clauses (b) and (c) of this Clause, the Government may carry out the necessary construction, maintenance and repair works at the cost of the Lessee 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 Lessee.
- (g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Clause, the Government shall have the full right and power, upon giving to the Lessee, not less than fourteen days written notice (save in case of emergency) to lay, install, relay, divert, remove, reprovision, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as "the Brown Area Services") which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damages caused thereby, and the Director, his officers, contractors and any other persons authorised by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Lessee shall not disturb or allow anybody to disturb the Brown Area Services without prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorised by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights conferred under this sub-clause (g), and no claim nor objection shall be made against him or them by the Lessee.
- (h) The Lessee shall at all reasonable times allow free access over and along the Brown Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under sub-clauses (b) and (c) of this Clause or otherwise."

25. Clause (30) of the Second Schedule to the Modification Letter stipulates that:-

"The Lessee shall have no right of ingress or egress to or from the said piece or parcel of ground for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan marked "PLAN B" annexed hereto or at such other points as may be approved in writing by the Director. Upon development or redevelopment of the said piece or parcel of ground, a temporary access for construction vehicles into the said piece or parcel of ground may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Lessee shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed."

26. Clause (31) of the Second Schedule to the Modification Letter stipulates that:-

"The Lessee shall not cut away, remove or set back any Government land adjacent to or adjoining the said piece or parcel of ground 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 said piece or parcel of ground at such premium as he may determine."

27. Clause (32) of the Second Schedule to the Modification Letter 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 said piece or parcel of ground 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 said piece or parcel of ground or any part thereof or any other works required to be done by the Lessee under the covenants and conditions herein contained, or for any other purpose, the Lessee 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 said piece or parcel of ground and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times during the term hereby 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 Clause shall prejudice the Government's rights under the covenants and conditions herein contained, in particular Clause No. (31) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the said piece or parcel of ground or from any adjacent or adjoining Government or leased land, the Lessee 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 the covenants and conditions herein contained, the Director shall be entitled by notice in writing to call upon the Lessee 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 Lessee 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 Lessee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges."

28. Clause (33) of the Second Schedule to the Modification Letter stipulates that:-

"(a) The Lessee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the areas shown coloured green hatched black on the plan marked "PLAN B" annexed hereto (hereinafter collectively referred to as "the Green Hatched Black Areas") as the Director in his absolute discretion may require and shall, at all times during the term hereby granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Areas including all land, slope treatment works, earthretaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Areas at any time during the term hereby granted, the Lessee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Lessee), have also been affected. The Lessee shall indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away. The Lessee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Areas and, subject to the prior written approval of the Director, the Lessee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of the covenants and conditions herein contained, the Director may at any time by notice in writing call upon the Lessee to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Lessee shall on demand repay to the Government the cost thereof.

(b) Notwithstanding sub-clause (a) of this Clause, the obligations and rights of the Lessee in respect of the Green Hatched Black Areas or any part thereof under this Clause shall absolutely determine upon the Government giving to the Lessee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Lessee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of the sub-clause (a) of this Clause."

29. Clause (34) of the Second Schedule to the Modification Letter stipulates that:-

"No rock crushing plant shall be permitted on the said piece or parcel of ground without the prior written approval of the Director."

30. Clause (35) of the Second Schedule to the Modification Letter stipulates that:-

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

31. Clause (36) of the Second Schedule to the Modification Letter stipulates that:-

- "(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the said piece or parcel of ground, or from other areas affected by any development of the said piece or parcel of ground 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 Lessee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Lessee 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 Clause, the Director may (but is not obliged to), at the request of the Lessee remove the waste from and make good any damage done to the Government properties and the Lessee shall pay to the Government on demand the cost thereof."

32. Clause (37) of the Second Schedule to the Modification Letter stipulates that:-

"The Lessee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the said piece or parcel of ground or any part thereof, the Green Area, the Brown Area or the Green Hatched Black Areas or any combination thereof (hereinafter collectively referred to as "the Services"). The Lessee 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 Lessee 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 Lessee

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 said piece or parcel of ground or any part thereof, the Green Area, the Brown Area or the Green Hatched Black Areas or any combination 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 Lessee shall pay to the Government on demand the cost of such works). If the Lessee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the said piece or parcel of ground or any part thereof, the Green Area, the Brown Area or the Green Hatched Black Areas or any combination 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 Lessee shall pay to the Government on demand the cost of such works."

33. Clause (38) of the Second Schedule to the Modification Letter stipulates that:-

- "(a) The Lessee 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 said piece or parcel of ground 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 said piece or parcel of ground, and the Lessee 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 said piece or parcel of ground to the Government stormwater drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Lessee for any loss or damage thereby occasioned and the Lessee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessee 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 Lessee at his own cost and upon demand be handed over by the Lessee to the Government for future maintenance thereof at the expense of the Government and the Lessee 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 Lessee 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 Lessee shall pay to the Government on demand the cost of such works."

34. Clause (39) of the Second Schedule to the Modification Letter stipulates that:-

"Wherever in the covenants and conditions herein contained it is provided that:

- (a) the Government or its duly authorized officers shall or may carry out works of any description on the said piece or parcel of ground or any part thereof or outside the said piece or parcel of ground (whether on behalf of the Lessee or on the failure of the Lessee to carry out such works or otherwise) at the cost of the Lessee or that the Lessee shall pay or repay to the Government or to its duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers; or
- (b) the prior approval or consent of the Government or its duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion."

35. Clause (41) of the Second Schedule to the Modification Letter stipulates that:-

"No grave or columbarium shall be erected or made on the said piece or parcel of ground, nor shall any human

remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon."

Note:

- For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon
 request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary
 photocopying charges.
- 2. Full script of the Conservation Management Plan as referred to in clause (10)(b) of the Second Schedule to the Modification Letter under paragraph 13 of this section and full script of the Compliance Report of the Conservation Management Plan are available for free inspection upon request at the sales office during opening hours.
- 3. Full script of the Public Access Arrangement Plan as referred to in clause (10)(i) of the Second Schedule to the Modification Letter under paragraph 13 of this section is available for free inspection upon request at the sales office during opening hours.

For the purpose of this section of "Summary of Land Grant", "the Lessee" means Samsbury Investments Limited 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.

- 1. 「發展項目」建於鄉郊建屋地段第324號(「該地段」),該地段根據1931年11月10日所訂的《政府租契》 (「政府租契」)承批,以1981年8月29日訂立並在土地註冊處註冊為《註冊摘要》UB2136488號的《契據修 訂書》及在2014年4月23日訂立並在土地註冊處註冊為《註冊摘要》14042401030038號的《批地條款修訂書》 (「批地條款修訂書」)(統稱「批地文件」)更改、修訂或增補。
- 2. 該地段的批地年期為75年(可續期75年),由1929年9月2日開始生效。
- 3. 「政府租契」訂明:

『…「承租人」此後不時及於任何時候只要有需要或必要即自費妥善及適當地「修理」、「保養」、「支撐」、「維修」、「鋪設」、「清洗」、「洗擦」、「潔淨」、「排清」、「更改」和保持現時或此後於任何時間建於現明確批租的一方或一塊土地的院宅、樓宇或搭建物及建築物和其上所有屬於或從屬於該處的「牆」、「路軌」、「燈具」、「行人路」、「旱廁」、「洗滌槽」、「排水渠」及「水道」,並且執行所有必要的修正、清潔和更改工程,以全面令時任工務司(以下簡稱「工務司」)滿意

...

而於「政府租契」生效期內,只要情況需要,「承租人」便須承擔、支付及撥備合理份額和比例的款項,以應付大廈修理工程及更改現明確批租的處所所需或屬於該處但與其他鄰近或毗連處所共用的所有或任何道路、行人路、渠道、圍欄及共用牆、抽風管、私家或公共污水管及排水渠或其任何部分之費用與開支。有關費用與開支的比例由「工務司」釐定及確定,並可以欠繳地租形式追討

...

此外發展該一方或一塊土地時並須達致妥善排疏地面水,確保無排放水滲濾到該一方或一塊土地「西南方」的管道。如發展工程導致上述管道受損,則須就此承擔責任。茲現協議及聲明,本文所夾附圖則所示位於該一方或一塊土地「西南」邊界與管道之間的一幅「官地」可作「總督」視為恰當的用途,並可就此進行削土或填土或更改其水平。如因作出前述用途或削土或填土或更改水平工程導致該一方或一塊土地受損,承租人無權申索任何賠償。承租人可從該一方或一塊土地下方的管道取用未經過濾的水,但條件是供水可隨時中斷而毋須提供任何賠償,而承租人須自費安排「工務司」執行工程接駁管道,惟「工務司」毋須就此向承租人承擔任何責任…』

4. 「批地條款修訂書」第二附錄第(1)條訂明:

- 『(a) 「承租人」應在根據本文契諾與條件規定建造或重建(本詞指本條(b)款預期的重建工程)的整個批租年期內:
 - (i) 按照任何經批准的設計和規劃及任何經批准的建築圖則維修所有建築物,並且不作任何 修改或改動;及
 - (ii) 維修現已或日後依照本文契諾與條件規定或嗣後任何修訂合約建造的所有建築物,以保持其 修繕妥當及狀況良好,並在批租年期屆滿或提前終止時以修繕完好的狀況交回。
- (b) 如在承租年期內任何時間拆卸位於該一方或一塊土地或其任何部分的任何建築物,「承租人」必須 另行提供同類型和樓面面積相等的良好穩固建築物,又或提供類型及價值經地政總署署長(以下 簡稱「署長」)批准的建築物以作替代。如進行上述拆卸工程,「承租人」應在施工一(1)個曆月內向 「署長」申請同意,以便進行建造工程重建該一方或一塊土地,「署長」給予同意後則須在三(3)個曆 月內展開必要的重建工程,以及在「署長」指定的期限內以「署長」滿意的方式完成工程。』

5. 「批地條款修訂書」第二附錄第(2)條訂明:

『(a) 「承租人」應:

- (i) 在2019年6月30日或「署長」批准的其他延期或之前,自費以「署長」批准的方式及物料,按「署長」批准的標準、樓層、定線和設計進行下列工程,以全面令「署長」滿意:
 - (I) 在本文所夾附的"PLAN B"圖則以綠色顯示的日後擬建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設及平整工程;及

(II) 提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、 天橋、行人路、道路或其他構築物(以下統稱「構築物」)

以便在「綠色範圍」建造建築物和供車輛及行人往來;

- (ii) 於「批地條款修訂書」訂立日後的2019年6月30日或「署長」批准的其他延期或之前,自費以「署長」滿意的方式在「綠色範圍」鋪設路面、建造路緣及渠道,並且按照「署長」規定為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總水喉的水管、街燈、交通標誌、街道傢俬及道路標記;及
- (iii) 自費維修「綠色範圍」連同「構築物」及在該處建造、安裝和提供的所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器,以令「署長」滿意,直至「綠色範圍」的佔管權按照本文第(3)條規定交還「政府」為止。
- (b) 如「承租人」不在本條(a)款訂明的期限內履行該款所訂的責任,「政府」可執行必要的工程,費用則由「承租人」承擔。「承租人」須在「政府」要求時支付相等於有關費用的款項,金額由「署長」指定,而 其決定將作終論並對「承租人」約束。
- (c) 倘因「承租人」履行本條(a)款所訂責任或因「政府」行使本條(b)款所訂權利等而使「承租人」或任何人士招致或蒙受或連帶造成任何損失、損害、滋擾或騷擾,「政府」概毋須就此承擔責任,「承租人」亦不可就此等損失、損害、滋擾或騷擾向「政府」申索賠償。』

6. 「批地條款修訂書」第二附錄第(3)條訂明:

『為執行本文第(2)條所訂的必要工程,「承租人」將於2014年4月23日起獲授予「綠色範圍」的佔管權。「承租人」應在「署長」要求時將「綠色範圍」交還「政府」,而於任何情況下「綠色範圍」亦會被視作在「署長」發函說明「承租人」已以其滿意的方式履行本文所載所有契諾與條件當日交還「政府」。「承租人」佔管「綠色範圍」期間,應允許所有「政府」和公共車輛及行人於任何合理時間自由進出及通行「綠色範圍」,並確保不會因為執行本文第(2)條規定的工程等而干預或阻礙此等通行權。』

7. 「批地條款修訂書」第二附錄第(4)條訂明:

『如事前未獲「署長」書面同意,「承租人」不得使用「綠色範圍」儲物或搭建任何臨時構築物又或並非執行本文第(2)條所訂工程的任何其他用途。』

8. 「批地條款修訂書」第二附錄第(5)條訂明:

- 『(a) 「承租人」佔管「綠色範圍」期間,必須於任何合理時間:
 - (i) 允許「政府」、「署長」及其人員、承辦商、代理和「署長」授權的任何人等行使權利通行、進出、 往返及行經該一方或一塊土地及「綠色範圍」,以便檢查、檢驗和監督任何遵照本文第(2)(a) 條執行的任何工程,以及執行、檢查、檢驗和監督任何遵照本文第(2)(b)條執行的工程及「署 長」認為有必要在「綠色範圍」實施的任何其他工程;
 - (ii) 允許「政府」及「政府」授權的相關公用事業公司行使權利按照彼等的需要通行、進出、往返及行經該一方或一塊土地及「綠色範圍」以便在「綠色範圍」或任何毗連土地之內、其上或其下執行工程,其中包括但不限於鋪設及其後維修所有水管、電線、管線、電纜管道和其他導體及附屬設備,以便提供擬供該一方或一塊土地或任何毗連或毗鄰土地或處所使用的電話、電力、氣體(如有)及其他服務。「承租人」應與「政府」和「政府」正式授權的相關公用事業公司充分合作,以處理所有關乎於「綠色範圍」執行任何上述工程的事項;及
 - (iii) 允許水務監督人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該一方或一塊 土地和「綠色範圍」,以便水務監督人員或彼等授權的其他人等執行任何關於運作、維修、修 理、更換和更改「綠色範圍」內任何其他水務裝置的工程。
- (b) 倘因「政府」、「署長」及其人員、承辦商和代理及任何人等或根據本條(a) 款正式獲授權的公用事業公司行使權利導致或連帶造成「承租人」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾,「政府」、「署長」及其人員、承辦商和代理及任何人等或根據本條(a) 款正式獲授權的公用事業公司概毋須就此承擔責任。』

9. 「批地條款修訂書」第二附錄第(6)條訂明:

『「承租人」應全面遵照本文的契諾與條件規定和香港特別行政區現時或無論何時生效的所有建築、衛生及規劃相關的條例、附例和規例、在該一方或一塊土地發展興建建築物。上述建築物應在2019年6月30日或之前建成並適宜佔用居住。』

10. 「批地條款修訂書」第二附錄第(7)條訂明:

『該一方或一塊土地或當中任何部分或該處已建或擬建的任何建築物或建築物部分除作私人住宅外, 不得作任何其他用途。』

11. 「批地條款修訂書」第二附錄第(8)條訂明:

- 『(a) 該一方或一塊土地的任何已建或擬建建築物必須全面遵從《建築物條例》、其任何附屬規例及相關 修訂法例的規定;
- (b) 該一方或一塊土地或其任何部分又或本文契諾與條件載明的該一方或一塊土地範圍外任何地方, 不可興建任何建築物,此外亦不得以並非全面遵從《城市規劃條例》、其任何附屬規例及相關修訂 法例規定的方式發展或使用該一方或一塊土地或其任何部分又或本文契諾與條件載明的該一方 或一塊土地範圍外的任何地方;
- (c) 該一方或一塊土地面積不可少於3,478平方米及大於5,796平方米;
- (d) 該一方或一塊土地任何已建或擬建建築物的上蓋總面積不可超過該一方或一塊土地面積百分之 十五(15%);
- (e) 該一方或一塊土地的任何已建或擬建建築物或其他構築物的任何部分連同該處建築物或構築物 任何加建物或配件(如有)的總高度不可高於香港主水平基準234.35米或「署長」全權酌情批准的其 他高度,而「署長」批准時可指定「承租人」支付任何地價及行政費用。然而:
 - (i) 如事前獲「署長」書面批准,建築物天台可興建或放置超出上述高度限制的機房、冷氣機、水 箱、梯屋及同類天台構築物;及
 - (ii) 「署長」可全權酌情在計算個別建築物或構築物的高度時,不計入任何本文第(40) (b) (i) (II) 條所載的構築物或樓面面積,惟公共空中花園除外。
- (f) (i) 如事前未獲「署長」書面批准,該一方或一塊土地上任何一幢或一組已建或擬建建築物的面 牆伸展長度不可達60米或以上;
 - (ii) 就本條(f)(i)款而言:
 - (I) 「署長」就何謂建築物所作的決定將作終論,並對「承租人」約束;
 - (II) 任何兩幢或更多建築物將被視為一組建築物(如該一方或一塊土地上任何兩幢已建或 擬建建築物之間的最短水平距離少於15米);
 - (III) 「署長」就何謂該一方或一塊土地上一幢或一組已建或擬建建築物之面牆伸展長度所作的決定將作終論,並對「承租人」約束;及
 - (IV) 計算本條(f) (i)款所載的面牆伸展長度時,將計入兩幢建築物之間的縫隙,而「署長」就計算所作出的決定將作終論,並對「承租人」約束;及
- (g) 該一方或一塊土地上任何已建或擬建建築物的設計及規劃必須提交「署長」申請書面批准,相關批准發出之前概不可在該一方或一塊土地展開任何建築工程(地盤平整工程除外)。就本文的契諾與條件而言,「建築工程」及「地盤平整工程」的定義以《建築物條例》、其任何附屬規例和相關修訂法例所訂為準。』

12. 「批地條款修訂書」第二附錄第(9)條訂明:

『儘管有本文第(7)及(8)條的使用人限制規定和允許之最大樓面總面積,「承租人」仍可使用現已或將會依照本文契諾與條件規定建於該一方或一塊土地的建築物個別部分,以及在該一方或一塊土地個別部分與建獨立的臨時構築物作為售樓處及示範單位和進行相關的市場推廣活動,以促銷現已或將會依照本文契諾與條件訂明建於該一方或一塊土地的建築物或其任何部分,惟售樓處及示範單位的運作規模和時期及相關的市場推廣活動事前須向「署長」申請書面批准。』

13. 「批地條款修訂書」第二附錄第(10)條訂明:

- 『(a) 如事前未獲康樂及文化事務署署長(以下簡稱「康文署署長」)書面批准,「承租人」不可更改、干預、 拆卸或清拆本文所夾附"PLAN B"圖則以紅色邊顯示的該一方或一塊土地現存建築物(該現存建 築物以下簡稱「受保護建築物」)或其任何部分。
- [b) 「承租人」在「受保護建築物」展開任何更改工程之前,應自費擬備及向「康文署署長」提交「保育管理計劃書」(以下簡稱「CMP」)就保育「受保護建築物」申請書面批准,並且遵照經批准CMP以「康文署署長」滿意的方式在「受保護築物」施工。
- (c) 如事前未獲「康文署署長」書面批准,「承租人」不可在該一方或一塊土地或其任何部分進行任何影響「受保護建築物」的工程。茲毋損本條(d)款之一般規定,「康文署署長」發出批准可附加其視為恰當的條件。
- (d) 「承租人」進行地盤平整工程及建築工程期間,時刻均須採取所有完善及適當的護理、工藝和預防措施以令「康文署署長」滿意,避免「受保護建築物」或其任何部分受損,此外並須遵守和履行「康文署署長」就「受保護建築物」保育事宜制訂的所有規定。
- (e) 「受保護建築物」或其任何部分如有損毀,「承租人」必須自費以「康文署署長」滿意的方式修復,惟 任何修復或修補工程必須事前向「康文署署長」申請批准。
- (f) 「承租人」應允許「康文署署長」及其人員、承辦商、代理和獲「康文署署長」授權的任何人等,在給予「承租人」事前通知後有權於任何合理時間,自由及暢通無阻地進入該一方或一塊土地或其任何部分和「受保護建築物」,以便檢查及檢驗「受保護建築物」或「承租人」進行的「受保護建築物」維修和保育工程。倘因行使本(f)款賦予的權利令「承租人」蒙受、招致或連帶造成任何損失、損害、滋擾或騷擾,「康文署署長」及其人員、承辦商、代理和獲其授權的任何人等概毋須承擔責任,「承租人」不可就此等損失、損害、滋擾或騷擾索償。
- (g) 「承租人」應自費提供及維持設計、位置和樓層經「康文署署長」批核的出入通道及公眾觀賞區,於每日上午九時至下午六時或發展局局長批准或指定的其他開放時間持續免費開放,以便公眾觀賞和欣賞「受保護建築物」。公眾觀賞區的面積應達3平方米,如公眾要求並可擴大至12平方米,外圍裝設圓閘。「承租人」應每日按要求及預約為傷殘人士提供無障礙通道。
- (h) 除履行以上(g)款訂明的責任外,「承租人」並須每年兩天自費在發展局局長書面批准的位置及樓層提供通往該一方或一塊土地的通道,截至本文所夾附"PLAN B"圖則以藍線所示的「受保護建築物」外位置為止,於上午九時至下午六時開放,又或採取發展局局長批准或指定的其他開放安排,以供公眾免費及暢通無阻地透過預約觀賞和欣賞「受保護建築物」。
- (i) 「承租人」應自費擬備關於本條(g)及(h)款所載公眾通行安排的「公眾通行安排計劃書」(以下簡稱「PAAP」),提交「康文署署長」書面批准,並依照經批准的PAAP實施,以令「康文署署長」滿意。
- (j) 該一方或一塊土地的「公契」(定義以下文所訂為準)及售樓書須明文規定「承租人」應就本條履行的責任,以令發展局局長、「署長」及「康文署署長」滿意。
- (k) 現明確協議、聲明及規定,儘管本條(g)及(h)款對「承租人」施加責任,「承租人」並無意向而「政府」 亦無同意將公眾觀賞區指定作公眾通道。
- [1] 現明確協議及聲明「承租人」概不可因為本條(g)及(h)款對其施加責任而預期可根據《建築物(規劃)規例》第22(1)條或任何相關修訂或取代法例等的規定獲得額外上蓋面積或地積比率寬免或權利而可提出相關的索償。為免存疑,「承租人」現明確放棄就根據《建築物(規劃)規例》第22(1)條或任何相關修訂或取代法例獲得額外上蓋面積或地積比率寬免或權利而提出任何索償。』

14. 「批地條款修訂書」第二附錄第(11)條訂明:

- 『(a) 「承租人」可在該一方或一塊土地興建、建造和提供經「署長」書面批准的康樂設施及該處的附屬 設施(以下簡稱「該等設施」)。「該等設施」的類型、大小、設計、高度和規劃事前須提交「署長」申請 書面批准。
- (b) 計算本文第(8)(c)及(8)(d)條指定的整體樓面總面積及上蓋面積時,受限於本文第(40)(d)條之規定,任何根據本條(a)款在該一方或一塊土地提供的「該等設施」任何部分如乃供該一方或一塊土地已建或擬建住宅大廈全體住戶及彼等的真正訪客公用與共享,不會連計在內,而「署長」認為並非作此用途的其餘「該等設施」則會計算在內。
- (c) 如「該等設施」任何部分可豁免計入本條(b)款所訂的樓面總面積及上蓋面積(以下簡稱「豁免設施」):
 - (i) 「豁免設施」將指定為本文第(19)(a)(v)條所訂的「公用地方」一部分;
 - (ii) 「承租人」應自費維修「豁免設施」,以保持其修繕妥當及狀況良好,同時妥善運作「豁免設施」,以今「署長」滿意;及
 - (iii) 「豁免設施」只可供現已或將會建於該一方或一塊土地的住宅大廈住戶和彼等的真正訪客 使用,其他人等不可使用。』

15. 「批地條款修訂書」第二附錄第(12)條訂明:

『如事前未獲「署長」書面同意,而「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條件,概不可移除或干預任何該一方或一塊土地或毗鄰土地生長的樹木。』

16. 「批地條款修訂書」第二附錄第(13)條訂明:

- 『(a) 「承租人」應自費向「署長」提交園景設計總圖,並明遵照本條(b)款規定在該一方或一塊土地內進 行園景工程的位置、規劃及布局,以供「署長」審批。直至「署長」已以書面批核園景設計總圖並且同 意(如有規定)本文第(12)條所訂明的樹木保育建議為止,不可在該一方或一塊土地展開任何地盤 平整工程。
- (b) (i) 園景設計總圖比例應為1:500或更大,並須載明指定資料,包括現有樹木普查及處理方案、地盤布局及平整水平、建築發展概念模式、園景建築區和花卉樹木種植區圖解布局,以及「署長」指定的其他資料。
 - (ii) 該一方或一塊土地不少於百分之二十(20%)面積應種植樹木、灌叢或其他植物。
 - (iii) 本條(b) (ii)款所載的百分之二十(20%)面積中須不少於百分之五十(50%)(以下簡稱「綠化地方」)應在「署長」全權酌情指定的位置或樓層提供,以確保路過行人可觀賞「綠化地方」或進入該一方或一塊土地的人士可通行該處。
 - (iv) 「署長」就「承租人」建議的哪些園景工程構成本條(b) (ii)款所訂的百分之二十(20%)面積所作出的決定將作終論,並對「承租人」約束。
 - (v) 「署長」可全權酌情接納「承租人」建議以其他非種植綠化特色取代種植樹木、灌叢或其他植物。
- (c) 「承租人」應自費按照經批准的園景設計總圖在該一方或一塊土地進行園景綠化,以全面令「署長」滿意。如事前未獲「署長」書面同意,不得修改、更改、改動、改變或取代經批准的園景設計總圖。
- (d) 其後,「承租人」應自費保養和維修園景建築,以維持其安全、清潔、整齊、井然及健康,全面令「署長」滿意。
- (e) 遵照本條規定進行園景綠化的地方將指定納入本文第(19)(a)(v)條所載的「公用地方」一部分。』

17. 「批地條款修訂書」第二附錄第(14)條訂明:

- 『(a) 該一方或一塊土地內可設有看守人或管理員或兩者的辦事處,但受限於以下條件:
 - (i) 「署長」認為有關樓宇對該一方或一塊土地已建或擬建建築物的安全、保安及良好管理至為 重要:
 - (ii) 有關樓宇除作完全及必要地受聘於該一方或一塊土地的看守人或管理員或兩者的辦事處外,不可作任何其他用途;及
 - (iii) 有關樓宇的位置事前須獲「署長」書面批准。
- b) (i) 計算本文第(8)(c)及(8)(d)條指定的整體樓面總面積及上蓋總面積時,受限於本文第(40)(d)條之規定,根據本條(a)款在該一方或一塊土地提供的辦事處面積不超過以下(I)或(II)項中較小者,不會計算在內:
 - (I) 該一方或一塊土地已建或擬建建築物整體樓面總面積的0.2%;
 - (II) 該一方或一塊土地每50個已建或擬建住宅單位或不足此數5平方米,或該一方或一塊土 地已建或擬建每座住宅單位大廈5平方米,二者取當中樓面面積較大者。

超出上述(I)或(II)項中較小者的樓面總面積將會計入。

- (ii) 計算本條(b) (i) (I)款所載的該一方或一塊土地已建或擬建建築物整體樓面總面積時,未按照本文契諾與條件規定計入該一方或一塊土地已建或擬建建築物樓面總面積的樓面面積不會計算在內。「署長」就此作出的決定將作終論,並對「承租人」約束。
- (c) 根據本條(a)款在該一方或一塊土地提供的辦事處將指定納入本文第(19) (a) (v)條所載的「公用地方」並構成該處一部分。』

18. 「批地條款修訂書」第二附錄第(15)條訂明:

- 『(a) 該一方或一塊土地應設有看守人或管理員或兩者的宿舍,但受限於以下條件:
 - (i) 宿舍應設於該一方或一塊土地其中一座已建住宅單位大廈或「署長」書面批准的其他地點; 及
 - (ii) 宿舍除作完全及必要地受僱於該一方或一塊土地工作的看守人或管理員(或兩者)的宿舍外,概不可作任何其他用途。
- (b) 計算本文第(8)(c)及(8)(d)條所訂的整體樓面總面積及上蓋總面積時,不會計入依照本條(a)款在該一方或一塊土地提供而整體樓面總面積不超過25平方米的宿舍。任何超出25平方米的樓面總面積則會計算在內。
- (c) 根據本條(a)款在該一方或一塊土地提供的看守人或管理員或兩者的宿舍將指定納入本文第(19)(a) (v)條所載的「公用地方」並構成該處一部分。』

19. 「批地條款修訂書」第二附錄第(16)條訂明:

- 『(a) 該一方或一塊土地可設有一個辦事處供「業主立案法團」或「業主委員會」使用,但受限於以下條件:
 - (i) 辦事處除供現已或將會就該一方或一塊土地已建或擬建建築物現已或將會成立的「業主立 案法團」或「業主委員會」作會議及行政工作場地外,不可作任何其他用途;及
 - (ii) 辦事處的位置事前須獲「署長」書面批准。
- (b) 計算本文第(8)(c)及(8)(d)條分別指定的整體樓面總面積及上蓋總面積時,受限於本文第(40)(d)條之規定,根據本條(a)款於該一方或一塊土地提供的辦事處如樓面總面積不超過20平方米,不會計算在內,而超出20平方米的樓面總面積則會計算在內。
- (c) 根據本條(a)款於該一方或一塊土地提供的辦事處將指定為並納入本文第(19) (a) (v)條所訂的「公用地方」一部分。』

20. 「批地條款修訂書」第二附錄第(22)條訂明:

『(a) (i) 該一方或一塊土地內應按以下比例設立「署長」滿意的車位(以下簡稱「住宅停車位」),以供停泊該一方或一塊土地已建或擬建建築物的住戶和彼等各真正賓客、訪客或獲邀人士擁有而根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌的車輛。車位的配置比率應按下表所示在該一方或一塊土地已建或擬建住宅單位各自的面積計算,除非「署長」同意與下表不同的「住宅停車位」比率或數目則屬例外:

每個住宅單位的面積	擬提供「住宅停車位」的數額
少於40平方米	每15個住宅單位或不足此數一個車位
不少於40平方米但少於70平方米	每9個住宅單位或不足此數一個車位
不少於70平方米但少於100平方米	每3.6住宅單位或不足此數一個車位
不少於100平方米但少於160平方米	每1.8住宅單位或不足此數一個車位
不少於160平方米	每個住宅單位或不足此數一個車位

- (ii) 於本條(a) (i)款, 擬提供的「住宅停車位」總數為根據本條(a) (i)款列表中每個住宅單位的面積計算之「住宅停車位」總數。於本文的契諾與條件中,每個「住宅單位的面積」一詞按樓面總面積計算為以下(I)及(II)項之和:
 - (I) 由其住戶專用及專享的個別住宅單位之樓面總面積,即由該單位的圍牆或矮牆外部開始量度,但如屬於以圍牆相隔的兩個毗連單位,則由圍牆中央開始量度,並要量度單位內的內部間隔牆及柱。但為免存疑,不包括單位內部所有樓面面積,此等面積在計算本文第(8)(c)條指定的樓面總面積時不會計算在內;及
 - (II) 每個住宅單位按比例計算的「住宅公用地方」(定義以下文所訂為準)樓面總面積,即計算各住宅單位圍牆外供現已或將會建於該一方或一塊土地各建築物住戶公用與共享的住宅公用地方整體樓面總面積。但為免存疑,不包括並未計入本文第(8)(c)條所指定樓面總面積的所有樓面面積(此等住宅公用地方以下簡稱「住宅公用地方」),按照以下程式攤分予每個住宅單位:

「住宅公用地方」

根據本條(a) (ii) (I)款計算的每個 住宅單位樓面總面積

整體樓面總面積

X

根據本條(a)(ii)(I)款計算的所有 住宅單位整體樓面總面積

- (iii) 該一方或一塊土地內應額外設置五(5)個「署長」滿意的車位以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於該一方或一塊土地任何已建或擬建建築物住戶各真正賓客、訪客或獲邀人士及「受保護建築物」訪客的車輛。
- (vi) 分別根據本條(a) (i)及 (a) (iii) 提供的車位,除作上述條款分別訂明的用途外,不得作任何其他 用途,其中特別禁止使用車位存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。
- (b) (i) 「承租人」應依照建築事務監督規定和批准,從根據本條(a)(i)及(a)(iii)款預留及指定若干車

位,以供《道路交通條例》、其任何附屬規例及相關修訂法例界定定義的傷殘人士停泊車輛(此等預留及指定車位以下簡稱「傷殘人士停車位」)。根據本條(a) (iii)款提供的車位中最少須預留及指定一個傷殘人士車位,而「承租人」不可將根據本條(a) (iii)款提供的所有車位預留或指定為「傷殘人士停車位」。

- (ii) 「傷殘人士停車位」除供《道路交通條例》、其任何附屬規例及相關修訂法例界定定義的傷殘人士停泊屬於該一方或一塊土地已建或擬建建築物各住戶及彼等各真正賓客、訪客或獲邀人士的車輛外,不可作任何其他用途,其中特別禁止使用車位存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。
- (c) (i) 該一方或一塊土地應設置「署長」滿意的車位以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於該一方或一塊土地上已建或擬建建築物住戶及彼等各真正賓客、訪客或獲邀人士的電單車(以下簡稱「電單車停車位」),配置比率為本條(a)(i)款指定提供車位總額的百分之五(5%)(除非「署長」同意其他比率)。倘應根據本(c)(i)款設置的車位數目為小數位數,則四捨五入上調至最接近的整數。
 - (ii) 「電單車停車位」除作本條(c) (i)款訂明的用途外,不可作任何其他用途,其中特別禁止使用 車位儲存、陳列或展示車輛作招售等或提供洗車及汽車美容服務。
- (d) (i) 除「傷殘人士停車位」外,每個根據本條(a)款提供的車位面積應為2.5米闊及5.0米長,淨空高度最少2.4米。
 - (ii) 每個「傷殘人士停車位」的面積由建築事務監督指定和批准。
 - (iii) 每個「電單車停車位」的面積應為1.0米闊及2.4米長,淨空高度最少2.4米或「署長」批准的其他 高度。』

21. 「批地條款修訂書」第二附錄第(23)條訂明:

- 『(a) 該一方或一塊土地內應提供「署長」滿意的車位作貨車上落貨用途,分配比率為該一方或一塊土地已建或擬建建築物內每800個住宅單位或不足此數配置一個車位,或採取「署長」批准的其他比率。
- (b) 根據本條(a)款提供的每個車位面積應為3.5米闊及11.0米長,淨空高度最少4.7米。此等車位除供與 該一方或一塊土地已建或擬建建築物相關的貨車上落貨外,不得作任何其他用途。』

22. 「批地條款修訂書」第二附錄第(24)條訂明:

- 『(a) 儘管有本文第(22)(a)(i)條之規定,「承租人」仍可增減上述條款指定提供的車位數目不超過百分之五(5%),但增減車位總數不可超過五十(50)個。
- (b) 除有本條(a)款之規定外,「承租人」亦可增減本文第(22) (a) (i)及(22) (c) (i)條分別指定提供的車位數目(不計入按照本條(a)款規定計算的車位)不超過百分之五(5%)。』

23. 「批地條款修訂書」第二附錄第(26)條訂明:

- 『(a) 儘管「承租人」已以「署長」滿意的方式遵守和履行本文的契諾與條件規定,「住宅停車位」及「電單車停車位」亦不得:
 - (i) 轉讓,除非:
 - (I) 連同賦予專有權使用和佔用該一方或一塊土地已建或擬建建築物內住宅單位的不分割 分數一併轉讓;或
 - (II) 承讓人現時已擁有專有權使用和佔用該一方或一塊土地已建或擬建建築物內住宅單位 的不分割分數;或

(ii) 分和(和予該一方或一塊土地已建或擬建建築物內住宅單位的住戶除外)。

於任何情況下,該一方或一塊土地已建或擬建建築物內任何一個住宅單位的擁有人或住戶概不可 承讓或承租多於三(3)個「住宅停車位」及「電單車停車位」。

- (b) 儘管有本條(a)款之規定,「承租人」仍可在事前獲「署長」書面同意下以整體方式轉讓所有「住宅停車位」及「電單車停車位」,但承讓方必須為「承租人」的全資附屬公司。
- (c) 本條(a)款概不適用於以整體方式轉讓、分租、按揭或押記該一方或一塊土地。』

24. 「批地條款修訂書」第二附錄第(29)條訂明:

- 『(a) 該一方或一塊土地現連同一項權利批授,即「承租人」及其傭工、訪客、工人和其就此授權的其他人等於本文協定批授的整個年期內,可以不時及隨時為着完善使用和享用該一方或一塊土地而通行、進出、往返及行經現於本文所夾附"PLAN B"圖則以棕色顯示的範圍(以下簡稱「棕色範圍」)中「署長」批准的樓層。
- (b) 「承租人」須在2019年6月30日或「署長」指定的其他期限或之前,自費以「署長」規定或批准的方式和物料,按照「署長」規定或批准的標準,在「棕色範圍」內沿着本條(a)款所載的通道建造鋪築路面的走道連同相關的街道傢俬、輔助交通設備、街燈、污水管、排水渠及其他構築物,並且盡量避免滋擾已獲授予「棕色範圍」全部或局部通行權的附近其他地段之擁有人。
- (c) 「承租人」應自費以「署長」滿意的方式保養、維修和修理「棕色範圍」及所有構成該處一部分或從屬於該處的物件,並須負責該處整體,猶如其乃該處的絕對擁有人。
- (d) 倘任何公共道路佔據「棕色範圍」任何部分中現時設有通道的地方,而該公共道路進行任何更改工程,又或通道的坡度受到影響,「承租人」概不可就此提出索償。「承租人」應自費以「署長」滿意的方式在其建成的鋪築通道進行所有由此導致的更改工程。
- (e) 授予「承租人」本條(a)款所載的通行權概不賦予「承租人」任何關乎「棕色範圍」的專有權。「政府」現時或日後均有權將「棕色範圍」的通行權授予附近任何其他地段的擁有人,又或接管「棕色範圍」全部或部份範圍以作為公共街道,而毋須向「承租人」或已獲授予「棕色範圍」全部或局部通行權的其他擁有人支付任何賠償。
- (f) 倘「承租人」不履行本條(b)及(c)款訂明的責任,「政府」可執行必要的建造、維修及修理工程,費用由「承租人」支付。「承租人」須在「政府」要求時支付有關的費用,付款金額由「署長」釐定,其決定將作終論並對「承租人」約束。
- (g) 儘管已授予本條(a)款所載的通行權,「政府」仍有全權及權力,在向「承租人」發出不少於十四(14)天書面通知(緊急情況除外)後,按照「署長」全權酌情為恰當,鋪設、安裝、重鋪、改道、拆卸、重置、更換、檢查、運作、修理、維修及更新在現時或嗣後位於「棕色範圍」之上、其下或跨越或毗連該處的「政府」或其他排水渠、下水道、水道或水路、污水管、明渠、總水喉、水管、電纜、電線、管線、公用服務或其他工程或裝置(以下統稱「棕色範圍服務設施」),如工程造成任何損壞則妥為修葺。「署長」及其人員、承辦商和其授權的任何其他人等或彼等之工人有權為着上述事宜,隨時不論攜帶工具、設備、機器、機械或駕車與否自由進出及往返和行經「棕色範圍」。「承租人」如事前未獲「署長」書面批准,不得干擾或允許他人干擾「棕色範圍服務設施」。除非因行使上述權利及權力造成任何損害必須負責修復外,「政府」、「署長」及其人員、承辦商和其授權的任何其他人等或彼等之工人概毋須就行使本(g)款所訂權利而令「承租人」招致、蒙受或連帶造成的任何損失、損害、滋擾或騷擾承擔責任,「承租人」不得向彼等任何一方提出索償或異議。
- (h) 「承租人」應允許所有「政府」和公眾車輛及行人在所有合理時間免費進出及行經「棕色範圍」,並 且確保通行權不會因進行本條(b)及(c)款指定工程等而受干擾或阻礙。』

25. 「批地條款修訂書」第二附錄第(30)條訂明:

『除透過本文所夾附"PLAN B"圖則註明的Z點往來X點與Y點之間或「署長」書面批准的其他地點外,「承租人」無權進出或往返該一方或一塊土地作車輛通道。如該一方或一塊土地進行發展或重建,「署長」可能准許在該一方或一塊土地指定位置興建臨時出入通道供建築車輛駛入,但「署長」批准時可附加條件。發展或重建工程完竣後,「承租人」應自費在「署長」指定的期限內,以「署長」全面滿意的方式還原建有臨時出入通道的地方。』

26. 「批地條款修訂書」第二附錄第(31)條訂明:

『除非事前經由「署長」全權酌情發出書面同意,而「署長」可制訂其視為恰當的條款與條件,包括以其指定的地價加批「政府」土地作該一方或一塊土地的增批地段,否則「承租人」不可在毗連或毗鄰該一方或一塊土地的「政府」土地進行削土、移土或土地後移工程,又或在「政府」土地進行任何建造、填土工程或任何性質的斜坡處理工程。』

27. 「批地條款修訂書」第二附錄第(32)條訂明:

- 『(a) 如該一方或一塊土地或任何「政府」土地現時或以往曾經配合或因應該一方或一塊土地或其任何部分的平整、水準測量或發展事宜進行削土、移土或土地後移工程,或建造或填土工程,或任何性質的斜坡處理工程,或本文契諾與條件或因應其他用途而規定「承租人」執行的其他工程,則不論事前是否獲「署長」書面同意,「承租人」亦須在當時或嗣後任何時間,按需要自費進行和建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水結構或附屬工程或其他工程,以保護及支撐該一方或一塊土地內的土地和任何毗連或毗鄰「政府」土地或已批租土地,同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。「承租人」應在本文協定的批租年期內時刻自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水結構、輔助工程或其他工程,以保持其修繕妥當及狀況良好,令「署長」滿意。
- (b) 本條(a)款的規定概不妨礙「政府」根據本文的契諾與條件規定行使權利,其中特別以本文第(31)條 為要。
- (c) 無論何時,如因「承租人」進行平整、水準測量、發展或其他工程或因其他事故導致或引起該一方或一塊土地內的任何土地或任何毗連或毗鄰「政府」土地或已批租土地發生滑土、山泥傾瀉或地陷,「承租人」須自費還原並修葺該處,以令「署長」滿意,同時須就「政府」、其代理及承辦商因為或由於滑土、山泥傾瀉或地陷所造成、蒙受或招致的所有費用、收費、損害、訴求及索償作出彌償。
- (d) 「署長」除可就違反本文契諾與條件的事件行使任何其他本文訂明的權利或補償權外,「署長」另有權向「承租人」發出書面通知,要求「承租人」進行、建造和維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水結構或輔助工程或其他工程,又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承租人」疏忽或未能在通知訂明的期限內以「署長」滿意的方式執行通知的指示,「署長」可即時執行及進行必要的工程。「承租人」必須在接獲要求時向「政府」償還有關的費用,以及任何行政及專業收費與費用。』

28. 「批地條款修訂書」第二附錄第(33)條訂明:

『(a) 「承租人」應依照「署長」全權酌情指定,自費以「署長」滿意的方式在本文所夾附"PLAN B"圖則以 綠色間黑斜線顯示的範圍(以下統稱「綠色間黑斜線範圍」)進行及完成土力勘探工程和斜坡處理、 山泥傾瀉預防、減緩及修補工程。此外,「承租人」並須在本文協定的整個批租年期內,自費以「署 長」滿意的方式維修「綠色間黑斜線範圍」,以保持其修繕妥當及狀況良好,包括在該處執行所有土 地、斜坡處理工程、護土結構、排水結構及其他工程。倘於本文協定的批租年期內任何時間「綠色間 黑斜線範圍」發生山泥傾瀉、地陷或滑土,「承租人」須以「署長」滿意的方式自費還原和修復「綠色 間黑斜線範圍」及「署長」認為(其決定將作終論並對「承租人」約束)同樣受影響的任何毗連或毗 鄰地方。如因山泥傾瀉、地陷或滑土招致任何索償、訴訟、費用、損害及開支,「承租人」須向「政府」

、其代理及承辦商作出彌償。此外,「承租人」並須時刻確保無任何人等在「綠色間黑斜線範圍」非法挖掘或傾倒廢物。如事前獲「署長」書面批准,「承租人」可架設圍欄或其他屏障防止非法挖掘或傾倒廢物的活動。倘有違反本文訂明的契諾與條件的情況,「署長」除可行使任何其他應有權利或補償權外,並可隨時以書面通知「承租人」執行任何土力勘探工程及斜坡處理、山泥傾瀉預防、減緩及補救工程,並且維修、還原和修復任何受山泥傾瀉、地陷或滑土影響的土地、構築物或工程。倘「承租人」疏忽或不按照通知在通知指定期限內以「署長」滿意的方式採取措施,「署長」可在期限屆滿後執行及進行任何必要的工程,「承租人」須在「政府」要求時償付相關的費用。

(b) 儘管有本條(a)款之規定,如「政府」向「承租人」發出相關通知,本條所訂「承租人」就「綠色間黑斜線範圍」或其任何部分擁有的責任及權利即絕對終止。如權責終止令「承租人」蒙受或招致任何損失、損害、滋擾或開支,「承租人」概不可向「政府」、「署長」或其授權的人員申索賠償。然而,權責終止概不妨礙「政府」就任何之前已發生的違反、不遵守或不履行本條(a)款規定事件行使任何應有的權利或補償權。』

29. 「批地條款修訂書」第二附錄第(34)條訂明:

『如事前未獲「署長」書面批准,概不允許在該一方或一塊土地使用碎石機。』

30. 「批地條款修訂書」第二附錄第(35)條訂明:

『如該一方或一塊土地的發展或重建項目或其任何部分已安裝預應力地錨,「承租人」應自費在預應力地錨的整個使用周期內定期維修和定期監察,以令「署長」滿意,並且在「署長」不時全權酌情要求時提交上述監察工程的報告及資料。如「承租人」疏忽或不執行規定的監察工程,「署長」可即時執行和進行監察工程,「承租人」必須在接獲要求時向「政府」償還有關的費用。』

31. 「批地條款修訂書」第二附錄第(36)條訂明:

- 『(a) 如有來自該一方或一塊土地或任何受該處發展工程影響的其他地方之泥土、廢土、廢料、建築廢物或建造物料(以下簡稱「廢物」)堆積腐爛、沖下或傾倒於公共後巷或道路,或排入道路下水道、前灘或海床、污水管、雨水渠或明渠或其他「政府」產業(以下簡稱「政府產業」),「承租人」必須自費清理廢物並修復「政府產業」蒙受的任何損害。「承租人」應就堆積腐爛、沖下或傾倒廢物導致私人物業受損或滋擾引起的所有訴訟、索償及訴求向「政府」作出彌償。
- (b) 儘管有本條(a)款之規定,「署長」仍可(但無責任必須)在「承租人」要求時清理「政府產業」的廢物和 修復任何損害。「承租人」須在「政府」要求時支付相關的費用。』

32. 「批地條款修訂書」第二附錄第(37)條訂明:

『「承租人」時刻均須採取所有完善及適當的護理、工藝及預防措施,其中尤以在進行建造、維修、更新或修理工程(以下簡稱「工程」)施工期間為要,藉以避免損壞、干擾或阻塞位於或沿該一方或一塊土地或其任何部分、「綠色範圍」、「棕色範圍」或「綠色間黑斜線範圍」或其中任何部分之內、其上、其下或跨越或毗鄰該處的「政府」或其他現有排水渠、水道或水路、總水喉、道路、行人道、街道傢俬、污水管、明渠、水管、電纜、電線、公用服務設施或該處的其他工程或裝置(以下統稱「服務設施」)。「承租人」執行任何此等「工程」之前,必須進行或達致進行完善的調查及查詢,以核實「服務設施」的現有位置和水平位置,並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以待全面審批。直至「署長」以書面批准「工程」及上述建議書為止,「承租人」不得展開任何工程。此外,「承租人」應遵從和自費履行「署長」給予上述批准時就「服務設施」制訂的規定,包括作出任何必要改道、重鋪或還原工程的費用。再者,「承租人」須自費以「署長」滿意的方式修理、修復及還原因「工程」(明渠、污水管、兩水渠或總水喉例外,除非「署長」另作決定,否則此等渠道應由「署長」修復,而「承租人」須在「政府」要求時支付有關的費用)導致該一方或一塊土地或其任何部分、「綠色範圍」、「棕色範圍」或「綠色間黑斜線範圍」或其中任何部分或任何「服務設施」蒙受的損害、干擾或阻塞。如「承租人」不在該一方或一塊土地或其任何部分、「綠色範圍」、「棕色範圍」可以

「棕色範圍」或「綠色間黑斜線範圍」或其中任何部分或「服務設施」執行此等必要的改道、重鋪、修理、修復及還原工程以令「署長」滿意,「署長」可按其視為必要執行此等改道、重鋪、修理、還原或修復工程,「承租人」須在「政府」要求時支付有關的費用。』

33. 「批地條款修訂書」第二附錄第(38)條訂明:

- 『(a) 「承租人」應按照「署長」視為需要,自費以「署長」滿意的方式在該一方或一塊土地邊界範圍內或 「政府」土地上建造和維修排水渠及渠道,以截流及輸送所有落下或流進該一方或一塊土地的暴 雨水或雨水至最鄰近的河溪、集水井、渠道或「政府」雨水渠。倘此等暴雨水或雨水造成任何損害或 滋擾以致引起任何訴訟、索償及索求,「承租人」必須承擔全責並向「政府」及其人員作出彌償。
- (b) 接駁該一方或一塊土地任何排水渠及污水渠至已鋪設和啟用之「政府」雨水渠及污水管的工程可以由「署長」負責執行。「署長」毋須就由此引致的任何損失或損害向「承租人」承擔責任,而「承租人」接獲「政府」要求時須向「政府」支付此等接駁工程的費用。此外,「承租人」亦可自費以「署長」滿意的方式執行上述接駁工程。於該情況下,位於「政府」土地範圍內的上述接駁工程部分將由「承租人」自費維修,如「政府」要求,「承租人」須將此等工程部分移交「政府」,日後由「政府」自費維修,「承租人」並須在「政府」要求時向「政府」繳付上述接駁工程的技術審核費用。如「承租人」不維修建於「政府」土地內的上述接駁工程任何部分,「署長」可執行其視為必要的維修工程,「承租人」須在「政府」要求時支付有關工程的費用。』

34. 「批地條款修訂書」第二附錄第(39)條訂明:

『本文的契諾與條件如有訂明:

- a) 「政府」或其正式授權的人員必須或可以在該一方或一塊土地或其任何部分之內或之外執行任何 類型的工程(不論代表「承租人」施工或因「承租人」不執行有關工程等),而費用由「承租人」承擔或 「承租人」須在「政府」或其正式授權人員要求時支付或償付工程費用,有關的工程費用將包括「政 府」或其正式授權人員釐定的監督或間接費用;或
- (b) 如事前需要徵取「政府」或其正式授權的人員批准或同意,彼等可於給予批准或同意時附加其視為 恰當的條款與條件,又或按其全權酌情拒絕批准或同意。』

35. 「批地條款修訂書」第二附錄第(41)條訂明:

『該一方或一塊土地不可搭建或建造任何墳墓或骨灰龕,亦不可在其內或其上安葬或放置任何人類或動物遺體,不論屬陶泥金塔或骨灰盅等。』

註:

- 1. 詳情請參考「批地文件」。「批地文件」全文已備於售樓處,在開放時間可按要求供免費閱覽,並可支付必要的影印費用索取副本。
- 2. 本節第13段下「批地條款修訂書」第二附錄第(10)(b)條中提及的「保育管理計劃書」全文及「保育管理計劃書合規報告」全文已備於售樓處,在開放時間可按要求供免費閱覽。
- 3. 本節第13段下「批地條款修訂書」第二附錄第(10)(i)條中提及的「公眾通行安排計劃書」全文已備售樓處,在開放時間可按要求供免費閱覽。

於本「批地文件的摘要」一節,「承租人」一詞指Samsbury Investments Limited,如上下文意允許或規定, 定義包括其繼承人及受讓人;「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「批地條款」指及包括「批地文件」的一般條款及特別條款。

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

- 1. Description
 - (a) The Green Area and the Structures as referred to in Clause (2) of the Second Schedule to the Modification Letter dated 23 April 2014 and registered in the Land Registry by Memorial No. 14042401030038 (the "Modification Letter").
 - (b) The "public viewing area" as referred to in Clause (10) (g) of the Second Schedule to the Modification Letter (the "Public Viewing Area").
 - (c) The Brown Area as referred to in Clause (29) of the Second Schedule to the Modification Letter.
 - (d) The Green Hatched Black Area as referred to in Clause (33) of the Second Schedule to the Modification Letter.
- 2. The general public has the right to use the Green Area and the Public Viewing Area in accordance with the Land Grant.
- B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development
 - 1. Description
 - (a) The Green Area.
 - (b) The Public Viewing Area.
 - 2. The general public has the right to use the facilities in accordance with the Land Grant.
 - 3. The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development.
 - 4. The owners of the residential properties in the Development are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.
- C. Open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

- D. Any part of the land (on which the Development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 Sub. Leg. F)
 Not applicable.
- E. A plan that shows the location of those facilities and open spaces, and those parts of the land Please see the plan annexed to the Land Grant which is reproduced at the end of this section.
- F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land
 - 1. Clause (2) of the Second Schedule to the Modification Letter stipulates that:-
 - "(a) The Lessee shall:
 - (i) on or before the 30th day of June 2019 or such other extended period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form those portion of future public road shown coloured green on the plan marked "PLAN B" annexed hereto (hereinafter referred to as "the Green Area"); and
- (II) provide and construct such bridges, tunnels, over-passes, underpasses, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

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

- (ii) on or before the 30th day of June 2019 from date of the Modification Letter or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered in accordance with Clause No. (3)
- (b) In the event of the non-fulfilment of the Lessee's obligations under sub-clause (a) of this Clause within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Lessee 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 Lessee.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person whether arising out of or incidental to the fulfilment of the Lessee's obligations under sub-clause (a) of this Clause or the exercise of the rights by the Government under sub-clause (b) of this Clause or otherwise, and no claim whatsoever shall be made against the Government by the Lessee in respect of any such loss, damage, nuisance or disturbance."
- 2. Clause (3) of the Second Schedule to the Modification Letter stipulates that:-
 - "For the purpose only of carrying out the necessary works specified in Clause No. (2) hereof, the Lessee shall on the 23 day of April 2014 be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Lessee on the date of a letter from the Director indicating that the covenants and conditions herein contained have been complied with to his satisfaction. The Lessee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Clause No. (2) hereof or otherwise."
- 3. Clause (4) of the Second Schedule to the Modification Letter stipulates that:-
 - "The Lessee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Clause No. (2) hereof."
- 4. Clause (5) of the Second Schedule to the Modification Letter stipulates that:-
 - "(a) The Lessee shall at all reasonable times while he is in the possession of the Green Area:
 - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the said piece or parcel of ground and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Clause No. (2)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Clause No. (2)(b) hereof and any other works which the Director may consider necessary in the Green Area;

- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the said piece or parcel of ground and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the said piece or parcel of ground or any adjoining or neighbouring land or premises and the Lessee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the said piece or parcel of ground and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Clause shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Clause."
- 5. Clause (10) of the Second Schedule to the Modification Letter stipulates that:-

" ...

- (g) The Lessee shall at his own expense provide and maintain an access and a public viewing area at such design, position and level as shall be approved by the said Director from 9:00am to 6:00pm daily or such other opening hours as may be approved or required by the Secretary for Development free of charge without any interruption for the general public to view and appreciate the Preserved Building. The public viewing area shall be of 3 square metres and if on demand of the general public so requires be extended to 12 square metres, and shall be fenced by a circular gate. The Lessee shall provide barrier free access to persons with disability on daily basis if so requested for and by prior appointment.
- (h) In addition to his obligations under sub-clause (g) above, the Lessee shall at his own expense provide an access to the said piece or parcel of ground at such position and level as shall be approved in writing by the Secretary for Development up to the location as shown and marked by a blue line on the plan marked "PLAN B" annexed hereto outside the Preserved Building for two days a year from 9:00am to 6:00pm or such other opening arrangement as may be approved or required by the Secretary for Development free of charge without any interruption for the general public by prior appointment to view and appreciate the Preserved Building.

...

- (k) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Lessee contained in sub-clauses (g) and (h) of this Clause neither the Lessee intends to dedicate nor the Government consent to any dedication of the public viewing area to the public for the right of access.
- (l) It is expressly agreed and declared that the obligation on the part of the Lessee contained in sub-clauses (g) and (h) of this Clause 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 Lessee 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."

- 6. Clause (29) of the Second Schedule to the Modification Letter stipulates that:-
 - "(a) The said piece or parcel of ground is granted together with a right for the Lessee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby granted for all purposes connected with the proper use and enjoyment of the said piece or parcel of ground to pass and repass, on, along, over, by and through the area shown coloured brown on the plan marked "PLAN B" annexed hereto (hereinafter referred to as "the Brown Area") at such levels as may be approved by the Director.
 - (b) The Lessee shall, on or before the 30th day of June 2019 or within such other time limit as may be specified by the Director, at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with the associated street furniture, traffic aids, street lighting, sewers, drains and other structures on the Brown Area over and along which a right of way referred to in sub-clause (a) of this Clause is given with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Area may have been granted.
 - (c) The Lessee shall at his own expense uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Lessee shall be responsible for the whole as if he were the absolute owner thereof.
 - (d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Lessee who shall at his own expense carry out all consequent alterations to the paved way constructed by him to the satisfaction of the Director.
 - (e) The grant of the right of way referred to in sub-clause (a) of this Clause shall not give the Lessee the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Lessee or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.
 - (f) In the event of the non-fulfilment of the Lessee's obligations under sub-clauses (b) and (c) of this Clause, the Government may carry out the necessary construction, maintenance and repair works at the cost of the Lessee 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 Lessee.
 - (g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Clause, the Government shall have the full right and power, upon giving to the Lessee, not less than fourteen days written notice (save in case of emergency) to lay, install, relay, divert, remove, reprovision, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as "the Brown Area Services") which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damages caused thereby, and the Director, his officers, contractors and any other persons authorised by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Lessee shall not disturb or allow anybody to disturb the Brown Area Services without prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorised by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the rights conferred under this sub-clause (g), and no claim nor objection shall be made against him or them by the Lessee.

- (h) The Lessee shall at all reasonable times allow free access over and along the Brown Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under sub-clauses (b) and (c) of this Clause or otherwise."
- 7. Clause (33) of the Second Schedule to the Modification Letter stipulates that:-
 - "(a) The Lessee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the areas shown coloured green hatched black on the plan marked "PLAN B" annexed hereto (hereinafter collectively referred to as "the Green Hatched Black Areas") as the Director in his absolute discretion may require and shall, at all times during the term hereby granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Areas including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Areas at any time during the term hereby granted, the Lessee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Lessee), have also been affected. The Lessee shall indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away. The Lessee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Areas and, subject to the prior written approval of the Director, the Lessee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of the covenants and conditions herein contained, the Director may at any time by notice in writing call upon the Lessee to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Lessee shall on demand repay to the Government the cost thereof.
 - (b) Notwithstanding sub-clause (a) of this Clause, the obligations and rights of the Lessee in respect of the Green Hatched Black Areas or any part thereof under this Clause shall absolutely determine upon the Government giving to the Lessee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Lessee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of the sub-clause (a) of this Clause."
- 8. Clause (37) of the Second Schedule to the Modification Letter stipulates that:-

"The Lessee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the said piece or parcel of ground or any part thereof, the Green Area, the Brown Area or the Green Hatched Black Areas or any combination thereof (hereinafter collectively referred to as "the Services"). The Lessee 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 Lessee 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 Lessee 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 said piece or parcel of ground or any part thereof, the Green Area, the Brown Area or the Green Hatched Black Areas or any combination 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 Lessee shall pay to the Government on demand the cost of such works). If the Lessee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the said piece or parcel of ground or any part thereof, the Green Area, the Brown Area or the Green Hatched Black Areas or any combination 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 Lessee shall pay to the Government on demand the cost of such works."

G. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land

Clause 1.1 of the Deed of Mutual Covenant and Management Agreement ("DMC") stipulates that: "In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:-

"Development Common Areas and Facilities"

means and includes :-

- (a) foot path, planters, emergency vehicular access ramps, ramps, guard house, canopies, refuse room, telecommunication and broadcasting equipment room, water meter room, high voltage switch room, transformer room, electrical room, meter cabinet, gas meter cabinet, fire service inlets, drainage space required by Hongkong Electric Company, Limited, cable trench space required by Hongkong Electric Company, Limited, accessible toilets, carport, staircases, circulation staircases, lift lobbies, lift shafts, lifts, store room, fire service pump room, fire service control room, catch pit, covered landscape areas, main switch room, pipe ducts, hose reels, gas riser, electrical cable ducts, electrical rooms, extra low voltage room, flat roofs (not forming part of any Unit), exhaust air duct, potable, flushing, water sump and pump room, potable, flushing, water sump and pump room, street hydrant pump room, electrical charging room, corridor, fire service water meter cabinet, caretaker's quarter, caretaker counter, owners' corporation office, emergency generator room, lift machine room, the Public Viewing Area, the Public Viewing Access, 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 are shown coloured Yellow and Indigo on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as 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 Carpark Common Areas and Facilities, 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;

"Green Area"

means "the Green Area" as defined in clause (2)(a)(i)(I) of the Government Grant and shown coloured green on the plan marked "PLAN B" annexed to the Government Grant (and for identification purposes shown coloured Green on the DMC Plans) and which is required to be maintained to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government;

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"Green Area Structures"

means "the Structures" as defined in clause 2(a)(i)(II) of the Government Grant, being such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures (if any) which the Director of Lands in his sole discretion may require to be provided and constructed on the Green Area in accordance with clause 2(a)(i)(II) of the Government Grant and which is required to be maintained to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government;

"Green Hatched Black Areas"

means the "Green Hatched Black Areas" as defined in clause (33)(a) of the Government Grant and shown coloured green hatched black on the plan marked "PLAN B" annexed to the Government Grant (and for identification purposes shown coloured Green Hatched Black on the DMC Plans) and on which geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works are required to be carried out and completed in accordance with clause (33)(a) of the Government Grant and which are required to be maintained to the satisfaction of the Director of Lands:

...

"Public Access Arrangement Plan"

means the "Public Access Arrangement Plan" approved by the Director of Leisure and Cultural Services under clause 10(i) of the Government Grant (a copy of which is to be deposited in the management office of the Development) under which the Owners shall provide and maintain an access and a public viewing area for the general public to view and appreciate the Preserved Building in accordance with clauses 10(g) and 10(h) of the Government Grant and includes any subsequent amendment, variation, alteration, modification or substitution to the said plan as may from time to time agreed, approved, or consented by the Director of Leisure and Cultural Services or other relevant Government authorities;

"Public Viewing Access"

means the "blue line" as defined in the Public Access Arrangement Plan and which for identification purposes is shown marked Indigo on the DMC Plans;

"Public Viewing Area"

means the public viewing area as referred in the Public Access Arrangement Plan and which for identification purposes is shown coloured Indigo on the DMC Plans;

"Right of Way Area"

means the "Brown Area" as defined in clause (29)(a) of the Government Grant and shown coloured brown on the plan marked "PLAN B" annexed to the Government Grant (and for identification purposes only shown coloured Brown on the DMC Plans) and on which a paved way with the associated street furniture, traffic aids, street lighting, sewers, drains and other structures is required to be constructed in accordance with clause (29)(b) of the Government Grant and over which a non-exclusive right of way is granted by the Government to the Owners and their servants, visitors, workmen and other persons authorised by them in that behalf in accordance with clause (29) of the Government Grant and which is required to be upheld, maintained and repaired to the satisfaction of the Director of Lands in accordance with clause (29)(c) of the Government Grant;

...;

2. Clause 4.1(a) of the DMC stipulates that: -

"Subject to the provisions of the Building Management Ordinance, the Manager shall undertake the management, operation, servicing, maintenance, repair, renovation, improvement, replacement, security and insurance of the Land and the Development and the Common Areas and Facilities therein and the Right of Way Area, the Green Area, the Green Area Structures and the Green Hatched Black Areas (all or any of which activities are where not inapplicable herein included under the word "management") (and in the case of the DMC Manager from the date of this Deed for an initial term of two (2) years), and such appointment shall continue until terminated as provided in this Clause."

3. Clause 4.3 of the DMC stipulates that: -

"The annual remuneration of the Manager for the performance of its duties hereunder shall be 10% of the total annual expenses, costs and charges reasonably and necessarily incurred in the management of the Land, the Development, the Right of Way Area, the Green Area, the Green Area Structures and the Green Hatched Black Areas (for the purpose of calculating the Manager's Remuneration, the total annual expenses, costs and charges, shall exclude the Manager's Remuneration itself, the Government rent, any Capital Expenditure or expenditure drawn out of the Special Fund PROVIDED THAT by a resolution passed at an Owners' meeting convened under this Deed, any Capital Expenditure or expenditure drawn out of the Special Fund may be included for calculating the Manager's Remuneration at the rate of 10%, or at such lower rate as the Owners may consider appropriate). The Manager's Remuneration shall be the net remuneration of the Manager for its services as Manager and shall not include the costs, expenses, salary, bonuses, fringe benefits, severance payment and fees for any staff employed with the Land and the Development, facilities, legal, professional, accounting and administration services and all disbursements and out-of-pocket expenses properly incurred in the course of carrying out its duties hereunder which said costs, expenses, fees and disbursements shall be a direct charge on the management funds. No variation of the percentage of the annual remuneration of the Manager may be made except with the approval by a resolution of Owners duly passed at a meeting of Owners convened under this Deed. The Manager's Remuneration shall be paid in advance on the first day of each calendar month by deductions made by the Manager from the monthly Management Expenses collected from the Owners, and such deductions shall be in priority to all other payments to be made out of the Management Expenses."

4. Clause 4.6 of the DMC stipulates that: -

"The annual budget shall cover the Management Expenses for the Land, the Development and the Right of Way Area, the Green Area, the Green Area Structures and the Green Hatched Black Areas, including without limiting the generality of the foregoing:-

...

- (p) the cost and expense of upholding, repairing, maintaining and managing the Right of Way Area, the Green Area, the Green Area Structures and the Green Hatched Black Areas together with all structures and street furniture provided thereon or therein to the satisfaction of the Director of Lands in accordance with the Government Grant and all cost and expense for complying with other requirements in relation to the Right of Way Area, the Green Area, the Green Area Structures and the Green Hatched Black Areas under the Government Grant; and
- (q) any other items of expenditure which in the reasonable opinion of the Manager are necessary for the administration, management and maintenance of the Land, the Development, the Right of Way Area, the Green Area, the Green Area Structures and the Green Hatched Black Areas, including but not limited to all staff, facilities, office, accountancy, professional, supervisory and clerical expenses incurred by the Manager in respect thereof which directly relate to the administration or management or maintenance of the Land and the Development in such manner as shall be reasonably determined by the Manager."

5. Clause 4.13(a)(i) of the DMC stipulates that: -

"For the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance, the Manager shall establish and maintain one special fund to provide for expenditure of a capital nature or of a kind not expected by him to be incurred annually, as follows:-

- (i) A separate account of the Special Fund designated for the Development Common Areas and Facilities, the Right of Way Area, the Green Area, the Green Area Structures and the Green Hatched Black Areas towards payment of Capital Expenditure relating to the Development Common Areas and Facilities, the Right of Way Area, the Green Area, the Green Area Structures and the Green Hatched Black Areas, which includes but is not limited to, expenses for the renovation, improvement and repair of the Development Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas and Facilities and the costs of the relevant investigation works and professional services. This part of the Special Fund shall be held by the Manager as trustee for all Owners for the time being and payments made to such fund shall not be refundable or transferable."
- 6. Clause 4.13(b)(i) of the DMC stipulates that: -

"(b) Subject to Clause 4.13(c) below,

- (i) each Owner being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner pay to the Manager an initial contribution to the relevant part of the Special Fund designated for the Development Common Areas and Facilities, the Right of Way Area, the Green Area, the Green Area Structures and the Green Hatched Black Areas an amount equivalent to 2/12th of the first part of the first year's budgeted Management Expenses payable in respect of his Unit;"
- 7. Clause 10.13 of the DMC stipulates that: -

"Notwithstanding anything herein contained :-

- (a) the Owners shall at their own cost and expense manage and maintain, the Green Area, the Green Area Structures, the Green Hatched Black Areas and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in all respects to the satisfaction of the Director of Lands and take other actions and works for complying with other requirements in relation to the Green Area, the Green Area Structures and the Green Hatched Black Areas under the Government Grant;
- (b) the Green Area, the Green Area Structures and the Green Hatched Black Areas shall, for management purposes, be deemed to be included under the definition of "Common Areas and Facilities" herein and this Deed shall, for management purposes, be read, construed and interpreted throughout as though the Green Area, the Green Area Structures and the Green Hatched Black Areas form part of the Common Areas and Facilities and to the effect that the Owners shall be responsible for the costs and expenses for maintenance and repair of the Green Area, the Green Area Structures and the Green Hatched Black Areas as if they were part of the Common Areas and Facilities;
- (c) the Owners shall permit the Government, its officers, its contractors, workmen and any persons authorised by the Government with or without motor vehicles at all times and for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Green Area and the Green Hatched Black Areas the right of free and unrestricted ingress, egress and regress to, from and through the Green Area and the Green Hatched Black Areas free of any charges;

- (d) the Owners shall permit all members of the public at all times to pass and repass on foot along, to, from, through and over the Green Area and the Green Hatched Black Areas free of any charges."
- 8. Clause 10.15 of the DMC stipulates that: -

"Notwithstanding anything contained in this Deed :-

- (a) The Owners shall at their own cost and expense uphold, maintain and repair the Right of Way Area and everything forming a portion of or pertaining to it to the satisfaction of the Director of Lands and take other actions and works for complying with other requirements in relation to the Right of Way Area under clause (29) of the Government Grant.
- (b) The Right of Way Area shall, for management purposes, be deemed to be included under the definition of "Common Areas and Facilities" herein and this Deed shall, for management purposes, be read, construed and interpreted throughout as though the Right of Way Area forms part of the Common Areas and Facilities and to the effect that the Owners shall be responsible for the costs and expenses for maintenance and repair of the Right of Way Area as if they were part of the Common Areas and Facilities.
- (c) The Manager shall not be personally liable for compliance of clause (29) of the Government Grant which shall remain the responsibility of the Owners if, having used all reasonable endeavours, it has not been able to collect the costs of the required works from all Owners."
- 9. Clause 32 of the Third Schedule to the DMC stipulates that: -
 - "(a) Each Owner shall observe and comply with clauses (2) to (5) of the Government Grant in respect of the Green Area and/or the Green Area Structure, clause (29) of the Government Grant in respect of the Right of Way Area, clause (37) of the Government Grant in respect of the Green Hatched Black Areas.
 - (b) Each Owner shall observe and comply with the Conservation Management Plan and clauses (10)(a) to (10)(f) of the Government Grant in respect of the Conservation Management Plan. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions the Conservation Management Plan or clauses (10)(a) to (10)(f) of the Government Grant. A defaulting Owner shall indemnify the other Owners and the Manager against all losses, damages and expenses that may be suffered or incurred as a result of such a breach.
 - (c) Each Owner shall observe and comply with the Public Access Arrangement Plan and clauses (10)(g) to (10)(i) of the Government Grant in respect of the Public Access Arrangement Plan. No Owner shall permit or suffer to be done any act or thing in contravention of the terms and conditions the Public Access Arrangement Plan or clauses (10)(g) to (10)(i) of the Government Grant. A defaulting Owner shall indemnify the other Owners and the Manager against all losses, damages and expenses that may be suffered or incurred as a result of such a breach."

- A. 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. 說明
 - (a) 2014年4月2 3日訂立並於土地註冊處註冊為《註冊摘要》第14042401030038號的《批地條款修訂書》(「批地條款修訂書」)第二附錄第(2)條所載的「綠色範圍」及「構築物」。
 - (b) 「批地條款修訂書」第二附錄第(10)(g)條所載的「公眾觀賞區」(「公眾觀賞區」)。
 - (c) 「批地條款修訂書」第二附錄第(29)條所載的「棕色範圍」。
 - (d) 「批地條款修訂書」第二附錄第(33)條所載的「綠色間黑斜線範圍」。
 - 2. 公眾有權依據「批地文件」規定使用「綠色範圍」及「公眾觀賞區」。
- B. 批地文件規定須由「發展項目」中的住宅物業擁有人出資管理、運作或維修以供公眾使用的設施
 - 1. 說明
 - (a) 「綠色範圍」。
 - (b) 「公眾觀賞區」。
 - 2. 公眾有權依據「批地文件」規定使用此等設施。
 - 3. 「發展項目」住宅物業擁有人須自費管理、運作或維修此等設施。
 - 4. 「發展項目」住宅物業擁有人須透過支付相關住宅物業攤付的管理開支,按比例分擔此等設施的管理、運作或維修開支。
- C. 批地文件規定須由「發展項目」中的住宅物業擁有人出資管理、運作或維修以供公眾使用的休憩用地

不適用。

D. 「發展項目」所位於的該土地中為施行《建築物(規劃)條例》(第123章附例F)第22(1)條撥供公眾用途的任何部分:

不適用。

E. 顯示上述設施及休憩用地和該土地各部分的圖則

請見本節最後複製自附於批地文件的圖則。

- F. 關於各項設施及休憩用地和該土地各部分的批地文件條文
 - 1. 「批地條款修訂書」第二附錄第(2)條訂明:
 - 『(a)「承租人」應:
 - (i) 在2019年6月30日或「署長」批准的其他延期或之前,自費以「署長」批准的方式及物料,按「署長」批准的標準、樓層、定線和設計進行下列工程,以全面令「署長」滿意:
 - (I) 在本文所夾附的"PLAN B"圖則以綠色顯示的日後擬建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設及平整工程;及
 - (II) 提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」)

以便在「綠色範圍」建造建築物和供車輛及行人往來;

- (ii) 於「批地條款修訂書」訂立日後的2019年6月30日或「署長」批准的其他延期或之前,自費以「署長」滿意的方式在「綠色範圍」鋪設路面、建造路緣及渠道,並且按照「署長」規定 為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總水喉的水管、街燈、交通標誌、街 道傢俬及道路標記;及
- (iii) 自費維修「綠色範圍」連同「構築物」及在該處建造、安裝和提供的所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器,以令「署長」滿意,直至「綠色範圍」的佔管權按照本文第(3)條規定交還「政府」為止。
- (b) 如「承租人」不在本條(a)款訂明的期限內履行該款所訂的責任,「政府」可執行必要的工程,費用則由「承租人」承擔。「承租人」須在「政府」要求時支付相等於有關費用的款項,金額由「署長」指定,而其決定將作終論並對「承租人」約束。
- (c) 倘因「承租人」履行本條(a)款所訂責任或因「政府」行使本條(b)款所訂權利等而使「承租人」或任何人士招致或蒙受或連帶造成任何損失、損害、滋擾或騷擾,「政府」概毋須就此承擔責任,「承租人」亦不可就此等損失、損害、滋擾或騷擾向「政府」申索賠償。』
- 2. 「批地條款修訂書」第二附錄第(3)條訂明:

『為執行本文第(2)條所訂的必要工程,「承租人」將於2014年4月23日起獲授予「綠色範圍」的佔管權。「承租人」應在「署長」要求時將「綠色範圍」交還「政府」,而於任何情況下「綠色範圍」亦會被視作在「署長」發函說明「承租人」已以其滿意的方式履行本文所載所有契諾與條件當日交還「政府」。「承租人」佔管「綠色範圍」期間,應允許所有「政府」和公共車輛及行人於任何合理時間自由進出及通行「綠色範圍」,並確保不會因為執行本文第(2)條規定的工程等而干預或阻礙此等通行權。』

3. 「批地條款修訂書」第二附錄第(4)條訂明:

『如事前未獲「署長」書面同意,「承租人」不得使用「綠色範圍」儲物或搭建任何臨時構築物又或並 非執行本文第(2)條所訂工程的任何其他用途。』

- 4. 「批地條款修訂書」第二附錄第(5)條訂明:
 - 『(a) 「承租人」佔管「綠色範圍」期間,必須於任何合理時間:
 - (i) 允許「政府」、「署長」及其人員、承辦商、代理和「署長」授權的任何人等行使權利通行、 進出、往返及行經該一方或一塊土地及「綠色範圍」,以便檢查、檢驗和監督任何遵照本 文第(2)(a)條執行的任何工程,以及執行、檢查、檢驗和監督任何遵照本文第(2)(b)條執 行的工程及「署長」認為有必要在「綠色範圍」實施的任何其他工程;
 - (ii) 允許「政府」及「政府」授權的相關公用事業公司行使權利按照彼等的需要通行、進出、往 返及行經該一方或一塊土地及「綠色範圍」或在「綠色範圍」或任何毗連土地之內、其上 或其下執行工程,其中包括但不限於鋪設及其後維修所有水管、電線、管線、電纜管道和 其他導體及附屬設備,以便提供擬供該一方或一塊土地或任何毗連或毗鄰土地或處所 使用的電話、電力、氣體(如有)及其他服務。「承租人」應與「政府」和「政府」正式授權的 相關公用事業公司充分合作,以處理所有關乎於「綠色範圍」執行任何上述工程的事項; 及
 - (iii) 允許水務監督人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該一方或一塊土地和「綠色範圍」,以便水務監督人員或彼等授權的其他人等執行任何關於運作、 維修、修理、更換和更改「綠色範圍」內任何其他水務裝置的工程。
 - (b) 倘因「政府」、「署長」及其人員、承辦商和代理及任何人等或根據本條(a)款正式獲授權的公用事業公司行使權利導致或連帶造成「承租人」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾,「政府」、「署長」及其人員、承辦商和代理及任何人等或根據本條(a)款正式獲授權的公用事業公司概毋須就此承擔責任。』

5. 「批地條款修訂書」第二附錄第(10)條訂明:

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- (g) 「承租人」應自費提供及維持設計、位置和樓層經「康文署署長」批核的出入通道及公眾觀賞區,於每日上午九時至下午六時或發展局局長批准或指定的其他開放時間持續免費開放,以便公眾觀賞和欣賞「受保護建築物」。公眾觀賞區的面積應達3平方米,如公眾要求並可擴大至12平方米,外圍裝設圓閘。「承租人」應每日按要求及預約為傷殘人士提供無障礙通道。
- (h) 除履行以上(g)款訂明的責任外,「承租人」並須每年兩天自費在發展局局長書面批准的位置及樓層提供通往該一方或一塊土地的通道,截至本文所夾附"PLAN B"圖則以藍線所示的「受保護建築物」外位置為止,於上午九時至下午六時開放,又或採取發展局局長批准或指定的其他開放安排,以供公眾免費及暢通無阻地透過預約觀賞和欣賞「受保護建築物」。

(k) 現明確協議、聲明及規定,儘管本條(g)及(h)款對「承租人」施加責任,「承租人」並無意向而「政府」亦無同意將公眾觀賞區指定作公眾通道。

- (I) 現明確協議及聲明,「承租人」概不可因為本條(g)及(h)款對其施加責任而預期可根據《建築物(規劃)規例》第22(1)條或任何相關修訂或取代法例等的規定獲得額外上蓋面積或地積 比率寬免或權利而可提出相關的索償。為免存疑,「承租人」現明確放棄就根據《建築物(規劃)規例》第22(1)條或任何相關修訂或取代法例獲得額外上蓋面積或地積比率寬免或權利而提出任何 索償。』
- 6. 「批地條款修訂書」第二附錄第(29)條訂明:
 - 『(a) 該一方或一塊土地現連同一項權利批授,即「承租人」及其傭工、訪客、工人和其就此授權的其他人等於本文協定批授的整個年期內,可以不時及隨時為着完善使用和享用該一方或一塊土地而通行、進出、往返及行經現於本文所夾附"PLAN B"圖則以棕色顯示的範圍(以下簡稱「棕色範圍」)中「署長」批准的樓層。
 - (b) 「承租人」須在2019年6月30日或「署長」指定的其他期限或之前,自費以「署長」規定或批准的方式和物料,按照「署長」規定或批准的標準,在「棕色範圍」內沿着本條(a)款所載的通道建造鋪築路面的走道連同相關的街道傢俬、輔助交通設備、街燈、污水管、排水渠及其他構築物,並且盡量避免滋擾已獲授予「棕色範圍」全部或局部通行權的附近其他地段之擁有人。
 - (c) 「承租人」應自費以「署長」滿意的方式保養、維修和修理「棕色範圍」及所有構成該處一部分或從屬於該處的物件,並須負責該處整體,猶如其乃該處的絕對擁有人。
 - (d) 倘任何公共道路佔據「棕色範圍」任何部分中現時設有通道的地方,而該公共道路進行任何更改工程,又或通道的坡度受到影響,「承租人」概不可就此提出索償。「承租人」應自費以「署長」滿意的方式在其建成的鋪築通道進行所有由此導致的更改工程。
 - (e) 授予「承租人」本條(a)款所載的通行權概不賦予「承租人」任何關乎「棕色範圍」的專有權。「政府」 現時或日後均有權將「棕色範圍」的通行權授予附近任何其他地段的擁有人,又或接管「棕色範 圍」全部或部份範圍以作為公共街道,而毋須向「承租人」或已獲授予「棕色範圍」全部或局部通行 權的其他擁有人支付任何賠償。
 - (f) 倘「承租人」不履行本條(b)及(c)款訂明的責任,「政府」可執行必要的建造、維修及修理工程,費用由「承租人」支付。「承租人」須在「政府」通知時支付有關的費用,付款金額由「署長」釐定,其決定將作終論並對「承租人」約束。
 - (g) 儘管已授予本條(a)款所載的通行權,「政府」仍有全權及權力,在向「承租人」發出不少於十四(14)天書面通知(緊急情況除外)後,按照「署長」全權酌情為恰當,鋪設、安裝、重鋪、改道、拆卸、重置、更換、檢查、運作、修理、維修及更新在現時或嗣後位於「棕色範圍」之上、其下或跨越或毗連該處的「政府」或其他排水渠、下水道、水道或水路、污水管、明渠、總水喉、水管、電纜、電線、管線、公用服務或其他工程或裝置(以下統稱「棕色範圍服務設施」),如工程造成任何損壞則妥為修葺。「署長」及其人員、承辦商和其授權的任何其他人等或彼等之工人有權為着上述事宜,隨時不論攜帶工具、設備、機器、機械或駕車與否自由進出及往返和行經「棕色範圍」。「承租人」如事前未獲「署長」書面批准,不得干擾或允許他人干擾「棕色範圍服務設施」。除非因行使上述權利及權力

造成任何損害必須負責修復外,「政府」、「署長」及其人員、承辦商和其授權的任何其他人等或彼等之工人概毋須就行使本(g)款所訂權利而令「承租人」招致、蒙受或連帶造成的任何損失、損害、滋擾或騷擾承擔責任,「承租人」不得向彼等任何一方提出索償或異議。

(h) 「承租人」應允許所有「政府」和公眾車輛及行人在所有合理時間免費進出及行經「棕色範圍」,並且確保通行權不會因進行本條(b)及(c)款指定工程等而受干擾或阻礙。』

- 7. 「批地條款修訂書」第二附錄第(33)條訂明:
 - 『(a) 「承租人」應依照「署長」全權酌情指定,自費以「署長」滿意的方式在本文所夾附"PLAN B"圖則以綠色間黑斜線顯示的範圍(以下統稱「綠色間黑斜線範圍」)進行及完成土力勘探工程和斜坡處理、山泥傾瀉預防、減緩及修補工程。此外,「承租人」並須在本文協定的整個批租年期內,自費以「署長」滿意的方式維修「綠色間黑斜線範圍」,以保持其修繕妥當及狀況良好,包括在該處執行所有土地、斜坡處理工程、護土結構、排水結構及其他工程。倘於本文協定的批租年期內任何時間「綠色間黑斜線範圍」發生山泥傾瀉、地陷或滑土,「承租人」須以「署長」滿意的方式自費還原和修復「綠色間黑斜線範圍」及「署長」認為(其決定將作終論並對「承租人」約束)同樣受影響的任何毗連或毗鄰地方。如因山泥傾瀉、地陷或滑土招致任何索償、訴訟、費用、損害及開支,「承租人」須向「政府」、其代理及承辦商作出彌償。此外,「承租人」並須時刻確保無任何人等在「綠色間黑斜線範圍」非法挖掘或傾倒廢物。如事前獲「署長」書面批准,「承租人」可架設圍欄或其他屏障防止非法挖掘或傾倒廢物的活動。倘有違反本文訂明的契諾與條件的情況,「署長」除可行使任何其他應有權利或補償權外,並可隨時以書面通知「承租人」執行任何土力勘探工程及斜坡處理、山泥傾瀉預防、減緩及補救工程,並且維修、還原和修復任何受山泥傾瀉、地陷或滑土影響的土地、構築物或工程。倘「承租人」疏忽或不按照通知在通知指定期限內以「署長」滿意的方式採取措施,「署長」可在期限屆滿後執行及進行任何必要的工程,「承租人」須在「政府」通知時償付相關的費用。
 - (b) 儘管有本條(a)款之規定,如「政府」向「承租人」發出相關通知,本條所訂「承租人」就「綠色間黑斜線範圍」或其任何部分擁有的責任及權利即絕對終止。如權責終止令「承租人」蒙受或招致任何損失、損害、滋擾或開支,「承租人」概不可向「政府」、「署長」或其授權的人員申索賠償。然而,權責終止概不妨礙「政府」就任何之前已發生的違反、不遵守或不履行本條(a)款規定事件行使任何應有的權利或補償權。』
- 「批地條款修訂書」第二附錄第(37)條訂明:

『「承租人」時刻均須採取所有完善及適當的護理、工藝及預防措施,其中尤以在進行建造、維修、更新或修理工程(以下簡稱「工程」)施工期間為要,藉以避免損壞、干擾或阻塞位於或沿該一方或一塊土地或其任何部分、「綠色範圍」、「棕色範圍」或「綠色間黑斜線範圍」或其中任何部分之內、其上、其下或跨越或毗鄰該處的「政府」或其他現有排水渠、水道或水路、總水喉、道路、行人道、街道傢俬、污水管、明渠、水管、電纜、電線、公用服務設施或該處的其他工程或裝置(以下統稱「服務設施」)。「承租人」執行任何此等「工程」之前,必須進行或達致進行完善的調查及查詢,以核實「服務設施」的現有位置和水平位置,並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以待全面審批。直至「署長」以書面批准「工程」及上述建議書為止,「承租人」不得展開任何工程。此外,「承租人」應遵從和自費履行「署長」給予上述批准時就「服務設施」制訂的規定,包括作出任何必要改道、重鋪或還原工程的費用。再者,「承租人」須自費以「署長」滿意的方式修理、修復及還原「工程」(明渠、污水管、兩水渠或總水喉例外,除非「署長」另作決定,否則此等渠道應由「署長」修復,而「承租人」須在「政府」通知時支付有關的費用)導致該一方或一塊土地或其任何部分、「綠色範圍」、「棕色範圍」或「綠色間黑斜線範圍」或其中任何部分或任何「服務設施」蒙受的損害、干擾或阻塞。如「承租人」不在該一方或一塊土地或其任何部分、「綠色範圍」、「棕色範圍」或「綠色間黑斜線範圍」或其中任何部分或「服務設施」執行此等必要的改道、重鋪、修理、修復及還原工

程以令「署長」滿意,「署長」可按其視為必要執行此等改道、重鋪、修理、還原或修復工程,「承租人」須在「政府」通知時支付有關的費用。』

G. 指定住宅物業每份公契關於各設施及休憩用地和該土地各部分的條文

1. 公契及管理協議(「公契」)第1.1條訂明:

『於「本契約」,除上下文意另行允許或規定外,以下詞語將具有以下定義:

...

『「發展項目公用地方與設施」

指及包括:

- (a) 行人徑、花槽、緊急救援車輛斜路通道、斜路、保安護衛亭、簷篷、垃圾房、電訊及廣播設備室、水錶房、高壓電掣房、變壓器房、電氣房、儀錶櫃、氣體錶櫃、消防入水掣、香港電燈有限公司所需排水位、香港電燈有限公司所需電纜槽位、無障礙廁所、車庫、樓梯、往來階梯、電梯大堂、電梯槽、電梯、儲物室、消防水泵房、消防控制室、集水井、有蓋園景區、總電掣房、水管管道、喉轆、輸氣豎管、電纜槽、電氣房、特低壓電房、平台(不屬於任何「單位」一部分)、排氣口、食水及沖廁水地面缸和泵房、食水及沖廁水地面缸和泵房、街道消防栓泵房、充電房、走廊、消防水錶櫃、管理員宿舍、管理員櫃枱、業主立案法團辦事處、緊急發電機房、電梯機房、「公眾觀賞區」、「公眾觀賞區通道」,以及位於和設於「該土地」及「發展項目」擬供「發展項目」整體公用與共享的地方及設施(只要可在圖則辨識)現於「公契圖則」以黃色及靛藍色顯示,僅供識別;
- (b) 「該土地」及「發展項目」內於任何時候由「業主」根據「公契」指定為「發展項目公用地方與設施」的其他地方及設施;及
- (c) 「該土地」及「發展項目」內符合《建築物管理條例》附表1指定的公用部分,擬供「發展項目」 整體公用與共享,

但不包括「停車場公用地方與設施」、「住宅公用地方與設施」及「發展項目」內由個別「業主」以專有權和特權持有、使用、佔用與享用的地方,以及「發展項目」內只供個別「業主」專用的設施;

...

「綠色範圍」

指「政府批地書」第(2)(a)(i)(I)條界定定義並於「政府批地書」所夾附"PLAN B"圖則以綠色顯示的「綠色範圍」(現於「公契圖則」以綠色顯示,僅供識別),必須以「署長」滿意的方式維修,直至「綠色範圍」的佔管權交還「政府」為止;

「綠色範圍構築物」

指「政府批地書」第(2)(a)(i)(II)條界定定義的「構築物」,即橋、隧道、上跨路、下跨路、下水道、高架道路、行車天橋、行人路、道路或地政總署署長全權酌情指定按照「政府批地書」第(2)(a)(i)(II)條規定在「綠色範圍」提供及建造的其他構築物(如有),必須以「署長」滿意的方式維修,直至「綠色範圍」的佔管權交還「政府」為止;

「綠色間黑斜線範圍」

指「政府批地書」第(33)(a)條界定定義並於「政府批地書」所夾附"PLAN B"圖則以綠色間黑斜線顯示的「綠色間黑斜線範圍」(現於「公契圖則」以綠色間黑斜線顯示,僅供識別),應按照「政府批地書」第(33)(a)條規定在該處進行及完成土力勘察、斜坡處理和山泥傾瀉防範、緩解及補救工程,並且必須以地政總署署長滿意的方式維修;

••

「公眾通行安排計劃書」

指康樂及文化事務署署長根據「政府批地書」第10(i)條批核的「公眾通行安排計劃書」(副本備存於「發展項目」管理處),訂明「業主」應依照「政府批地書」第10(g)及10(h)條提供及維持通道和公眾觀賞區,以便公眾觀賞和欣賞「受保護建築物」,並且包括其後不時編制而經康樂及文化事務署署長或其他相關「政府」主管當局贊同、批准或同意的相關修訂、更改、修改、改正或取代版本;

「公眾觀賞通道」

指「公眾通行安排計劃書」界定定義的「藍線」,現於「公契圖則」以靛藍色顯示,僅供識別;

「公眾觀賞區」

指「公眾通行安排計劃書」所載的公眾觀賞區,現於「公契圖則」以靛藍色顯示,僅供識別;

「通道區域」

指「政府批地書」第(29)(a)條界定定義並於「政府批地書」所夾附"PLAN B"圖則以棕色顯示的「棕色範圍」(現於「公契圖則」以棕色顯示,僅供識別),應按照「政府批地書」第(29)(b)條規定在該處建造鋪築路面的走道連同相關的街道傢俬、輔助交通設備、街燈、污水管、排水渠及其他構築物。「政府」已根據「政府批地書」第(29)條規定將「通道區域」的非專有通行權授予「業主」和彼等的傭工、訪客、工人及其他經彼等授權的相關人等。「通道區域」應按照「政府批地書」第(29)(c)條規定以地政總署署長滿意的方式保養、維修及修理;

...]

2. 「公契」第4.1(a)條訂明:

『... 受限於《建築物管理條例》之條文規定,「管理人」將負責「該土地」及「發展項目」、該處的「公用地方與設施」、「通道區域」、「綠色範圍」、「綠色範圍構築物」和「綠色間黑斜線範圍」之管理、運作、保養、維修、修理、翻新、改善、更換、保安及保險事宜(所有或任何此等事務如非不適用一律簡稱「管理」)(如屬「公契管理人」則首屆任期由「本契約」訂立日開始為期兩(2)年),其任期將一直延續,直至根據本條終止為止。』

3. 「公契」第4.3條訂明:

『「管理人」執行本文訂明職務所收取的每年酬金為管理「該土地」、「發展項目」、「通道區域」、「綠色範圍」、「綠色範圍構築物」及「綠色間黑斜線範圍」而合理及必要招致之年度開支、費用與收費總額百分之十(10%)(計算「管理人酬金」、年度開支、費用與收費總額時,不會計入「管理人酬金」、「政府」地稅、任何「資本開支」及由「特別基金」撥付的開支,惟「業主」可於根據「本契約」召開的「業主」會議通過決議案,指定計算「管理人酬金」時以前述百分之十(10%)或「業主」視為恰當的較低比率計入任何「資本開支」或由「特別基金」撥付的開支)。「管理人酬金」乃「管理人」以「管理人」身份提供服務收取的淨酬金,並不包括在「該土地」及「發展項目」範圍內僱用的職員、各項設施、法律、專業、會計及行政服務之費用、開支、薪金、獎金、附加福利、遣散費及收費,以及「管理人」按照本文規定執勤時恰當招致的墊付款項和付現費用,上述費用、開支、收費及墊付款項將直接由管理基金支付。除非經由「業主」於根據「本契約」召開的「業主」會議通過決議案批准,否則不可更改計算「管理人」年度酬金的百分率。「管理人酬金」將於每個曆月首日以預付形式支付,「管理人」將由其向「業主」收取的每月「管理開支」中扣款,而「管理人」可於「管理開支」撥付任何其他款項之前優先扣取「管理人酬金」。』

4. 「公契」第4.6條訂明:

『年度預算案應涵蓋「該土地」、「發展項目」、「通道區域」、「綠色範圍」、「綠色範圍構築物」及「綠色間黑斜線範圍」的「管理開支」,茲毋損前文之一般規定包括但不限於:

...

- (q) 「管理人」合理地認為乃「該土地」、「發展項目」、「通道區域」、「綠色範圍」、「綠色範圍構築物」及「綠色間黑斜線範圍」行政、管理和維修事務所需的任何其他開支項目,包括但不限於「管理人」直接因「該土地」及「發展項目」的行政、管理或維修事宜招致的所有職員、設施、辦公室、會計、專業、督導及文書開支,按「管理人」視為合理的方式釐定。』

5. 「公契」第4.13(a)(i)條訂明:

『就《建築物管理條例》附表7第4段所訂的目的,「管理人」應設立及維持一項特別基金,以下文所 述支付資本性質或並非預期每年招致的開支:

- (i) 為「發展項目公用地方與設施」、「通道區域」、「綠色範圍」、「綠色範圍構築物」及「綠色間黑斜線範圍」另設獨立的「特別基金」賬戶,用於支付關乎「發展項目公用地方與設施」、「通道區域」、「綠色範圍」、「綠色範圍構築物」及「綠色間黑斜線範圍」的「資本開支」,包括但不限於翻新、改善和修理「發展項目公用地方與設施」的開支,以及為「發展項目公用地方與設施」期置、開辦、更換、改善及增設裝置、系統、設備、工具、機器與機械的費用,連同相關勘察工程及專業服務的開支。「特別基金」本部分將由「管理人」以信託方式代表全體「業主」暫時持管,存入基金的款項將不予退還亦不可以轉戶。』
- 6. 「公契」第4.13(b)(i)條訂明:

『(b)受限於以下第4.13(c)條規定:

(i) 每名乃其「單位」首位受讓人的「業主」從「第一業主」轉讓其「單位」時,須向「管理人」支付「發展項目公用地方與設施」、「通道區域」、「綠色範圍」、「綠色範圍構築物」及「綠色間黑斜線範圍」的「特別基金」相關部分之首期供款,金額為其「單位」首年預算「管理開支」第一部分的十二分之二;』

7. 「公契」第10.13條訂明:

『儘管本文另有任何規定:

(a) 「業主」須自費管理和維修「綠色範圍」、「綠色範圍構築物」、「綠色間黑斜線範圍」及於該處建造、安裝和提供的所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器,以全面令地政總署署長滿意,並且採取其他措施及實施工程,以遵從「政府批地書」中關於「綠色範圍」、「綠色範圍構築物」及「綠色間黑斜線範圍」的其他規定;

- (b) 「綠色範圍」、「綠色範圍構築物」及「綠色間黑斜線範圍」將被視作由本文所載「公用地方與設施」的定義所涵蓋,而就管理而言,「本契約」將全面相應地理解、詮釋和解釋,猶如「綠色範圍」、「綠色範圍構築物」及「綠色間黑斜線範圍」構成「公用地方與設施」一部分,因此「業主」應負責「綠色範圍」、「綠色範圍構築物」及「綠色間黑斜線範圍」的維修和修理費用與開支,猶如其乃「公用地方與設施」一部分;
- (c) 「業主」應允許「政府」及其人員、承辦商、工人和任何其他獲「政府」授權人等,隨時不論駕車 與否行使不受限制的通行權,自由及免費地通行、進出、往返及行經「綠色範圍」及「綠色間黑 斜線範圍」,以便鋪設、檢查、修理及維修橫貫、穿越「綠色範圍」及「綠色範圍構築物」或位於 該處地底的排水渠、污水渠、渠道、排水設施和所有其他服務設施;
- (d) 「業主」應允許公眾於任何時間完全免費地步行進出、通行、往返及行經「綠色範圍」及「綠色間黑斜線範圍」。』

8. 「公契」第10.15條訂明:

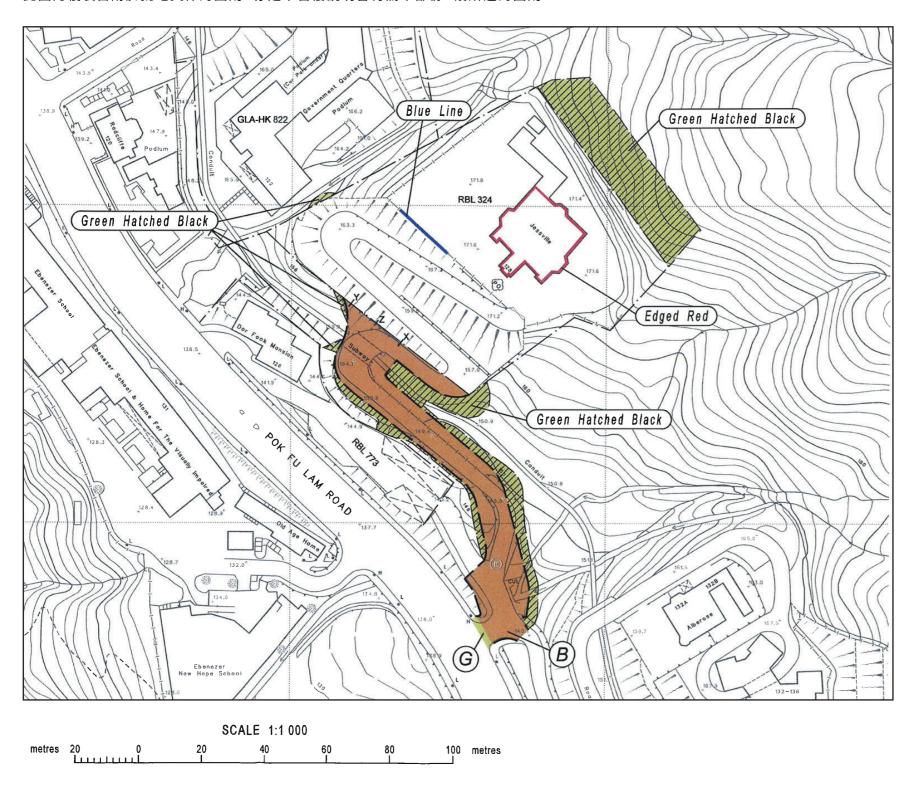
『儘管「本契約」另有任何規定:

- (a) 「業主」須自費保養、維修和修理「通道區域」及所有構成或從屬於該處的物件,以令地政總署署長滿意,並且採取其他措施及實施工程,以遵從「政府批地書」第(29)條關於「通道區域」的其他規定。
- b) 「通道區域」將被視作由本文所載「公用地方與設施」的定義所涵蓋,而就管理而言,「本契約」將 全面相應地理解、詮釋和解釋,猶如「通道區域」構成「公用地方與設施」一部分,因此「業主」應負責 「通道區域」的維修和修理費用與開支,猶如其乃「公用地方與設施」一部分。
- (c) 「管理人」毋須承擔個人責任遵從「政府批地書」第(29)條之規定,倘「管理人」已盡力但仍未能向 所有「業主」收取工程所需的費用,有關責任將歸於「業主」。』

9. 「公契」第三附錄第32條訂明:

- 『(a) 每名「業主」均須遵守和履行「政府批地書」第(2)至(5)條關於「綠色範圍」及/或「綠色範圍 構築物」的規定、「政府批地書」第(29)條關於「通道區域」的規定、「政府批地書」第(37)條關於 「綠色間黑斜線範圍」的規定。
- (b) 每名「業主」均須遵守和履行「保育管理計劃書」及「政府批地書」第(10)(a)至(10)(f)條關於「保育管理計劃書」的規定。「業主」概不可允許或容忍他人作出任何違反「保育管理計劃書」條款與條件或「政府批地書」第(10)(a)至(10)(f)條的行為或事項。違規「業主」須向其他「業主」及「管理人」彌償彼等因違規事件招致或蒙受的所有損失、損害和開支。
- (c) 每名「業主」均須遵守和履行「公眾通行安排計劃書」及「政府批地書」第(10)(g)至(10)(i)條關於「公眾通行安排計劃書」的規定。「業主」概不可允許或容忍他人作出任何違反「公眾通行安排計劃書」條款與條件或「政府批地書」第(10)(g)至(10)(i)條的行為或事項。違規「業主」須向其他「業主」及「管理人」彌償彼等因違規事件招致或蒙受的所有損失、損害和開支。』

This plan is a reproduction of the plan annexed to the Land Grant and is the plan referred to in Paragraph E of this section of the Sales Brochure. 此圖乃複製自附於批地文件的圖則,亦是本售樓說明書有關本部份E段所述的圖則。



Legend 圖例

Green Area 綠色範圍

Green Hatched Black Areas 綠色間黑斜線範圍

Brown Area 棕色範圍

Blue Line 藍線

Notes:

- 1. It is not practicable to show the Structures on the plan.
- 2. This plan is for showing the locations of the Green Area, the Green Hatched Black Areas, the Brown Area and the access up to the Blue Line outside the Preserved Building.
- 1. 在圖則上展示構築物並非切實可行。
- 2. 本圖則僅作顯示綠色範圍、綠色間黑斜線範圍、棕色範圍及通道截至從藍線所示的「受保護建築物」外位置為止。

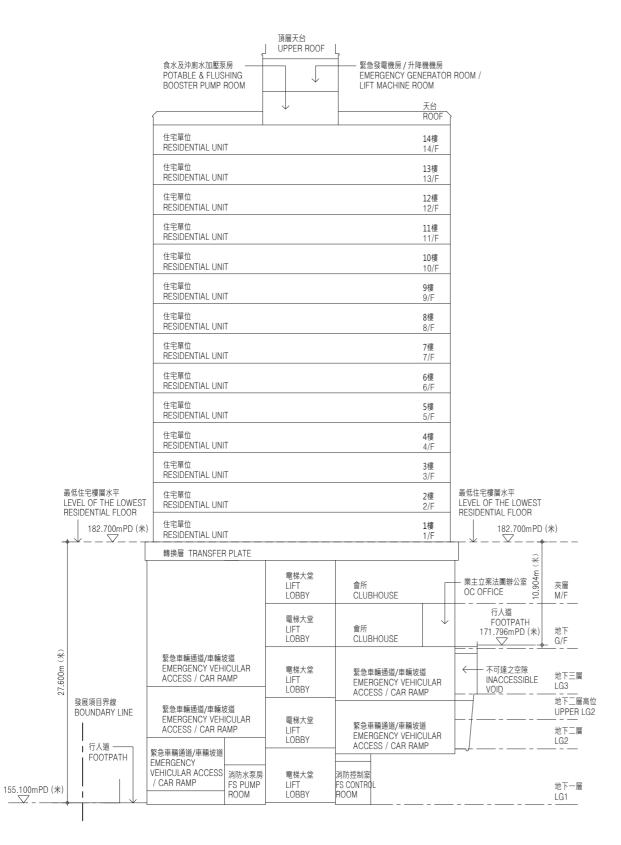
17 WARNING TO PURCHASERS 對買方的警告

- a. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
- b. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
- c. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser,
 - i) that firm may not be able to protect the purchaser's interests; and
 - ii) the purchaser may have to instruct a separate firm of solicitors; and
 - iii) in the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

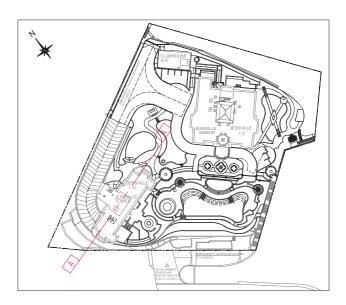
- a. 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外),以在交易中代表買方行事。
- b. 如買方聘用上述的獨立的律師事務所,以在交易中代表買方行事,該律師事務所將會能夠向買方提供獨立意見。
- c. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事,而擁有人與買方之間出現利益衝突
 - i) 該律師事務所可能不能夠保障買方的利益;及
 - ii) 買方可能要聘用一間獨立的律師事務所;及
 - iii) 如屬(c)(ii)段的情況,買方須支付的律師費用總數,可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

18 CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT 發展項目中的建築物的橫截面圖

Cross-Section Plan A 橫截面圖A



Key Plan 索引圖

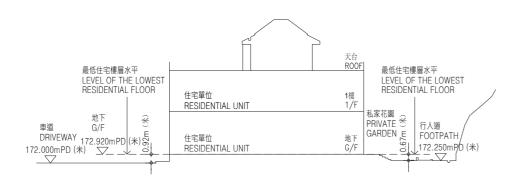


Notes 備註:

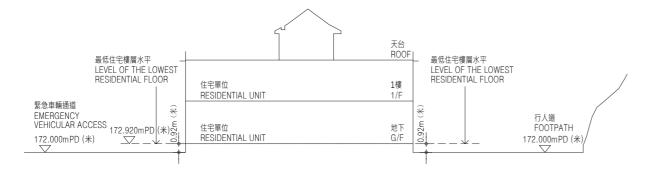
- 1. ▽ Denotes height in metres above Hong Kong Principal Datum (HKPD). 香港主水平基準以上高度 (米)。
- 2. --- Dotted line denotes the lowest residential floor of the building. 虛線為該建築物最低住宅樓層水平。
- 3. The Vendor advises prospective purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby. 賣方建議準買方到該發展項目作實地考察,以獲取對該發展項目及周圍的公共設施及環境較佳的了解。

18 CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT 發展項目中的建築物的橫截面圖

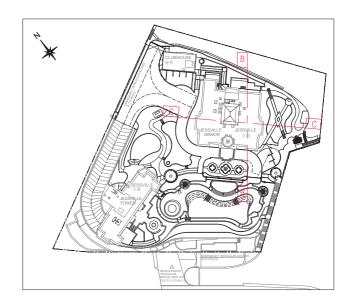
Cross-Section Plan B 橫截面圖B



Cross-Section Plan C 横截面圖C



Key Plan 索引圖



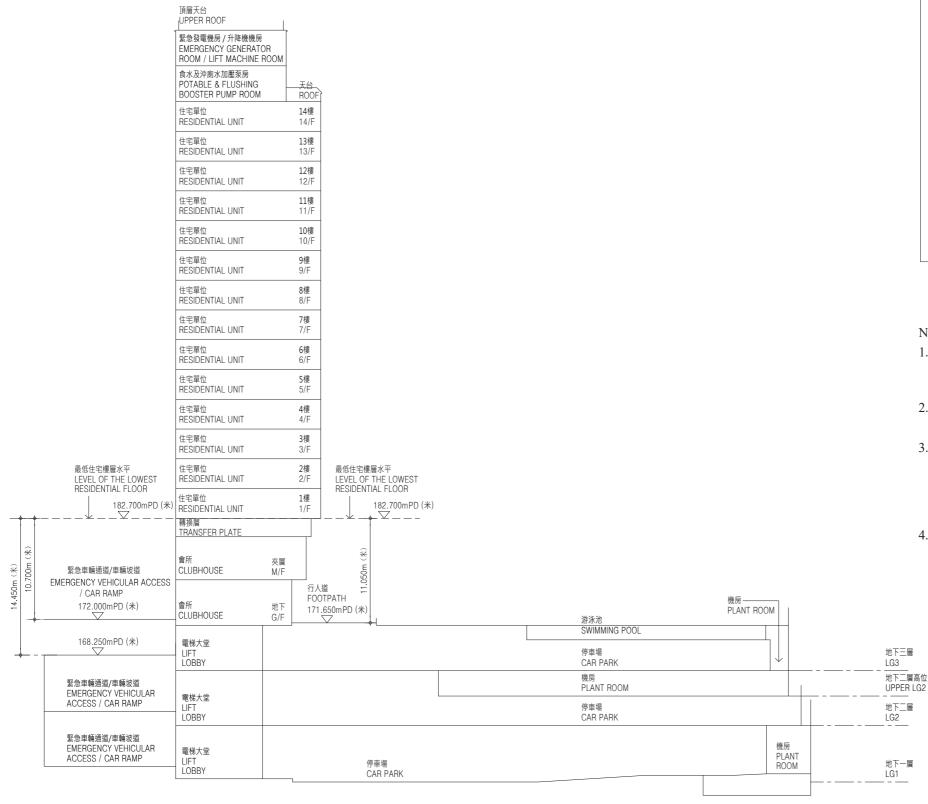
Notes 備註:

- 1. ▽ Denotes height in metres above Hong Kong Principal Datum (HKPD). 香港主水平基準以上高度 (米)。
- 2. --- Dotted line denotes the lowest residential floor of the building. 虚線為該建築物最低住宅樓層水平。
- 3. The Vendor advises prospective purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

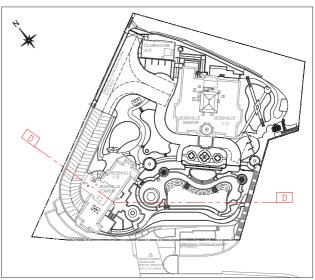
 賣方建議準買方到該發展項目作實地考察,以獲取對該發展項目及周圍的公共設施及環境較佳的了解。

18 CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT 發展項目中的建築物的橫截面圖

Cross-Section Plan D 橫截面圖D



Key Plan 索引圖



Notes 備註:

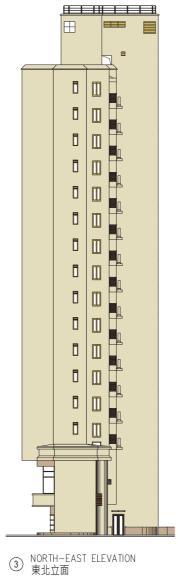
- 1. ▽ Denotes height in metres above Hong Kong Principal Datum (HKPD). 香港主水平基準以上高度 (米)。
- 2. --- Dotted line denotes the lowest residential floor of the building. 虚線為該建築物最低住宅樓層水平。
- 3. The Vendor advises prospective purchasers to conduct on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

 賣方建議準買方到該發展項目作實地考察,以獲取對該發展項目及周圍的公共設施及環境較佳的了解。
- 4. The part of Emergency Vechicular Access adjacent to the building is 168.250 to 172.000 metres above Hong Kong Principal Datum. (HKPD). 毗連建築物的一段緊急車輛通道為香港主水平基準以上168.250 至172.000米。

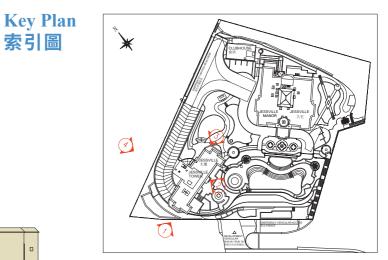
ELEVATION PLAN 立面圖

Jessville Tower Elevation Jessville 大廈立面圖









Notes:

The Authorized Person for the development certified that the elevations shown on these plans: (a) are prepared on the basis of the approved Building Plans for the Development as of 14 February 2019; and (b) are in general accordance with the outward appearance of the Development.

備註:

發展項目的認可人士已經證明本圖所顯示的立面:

4 NORTH-WEST ELEVATION 西北立面

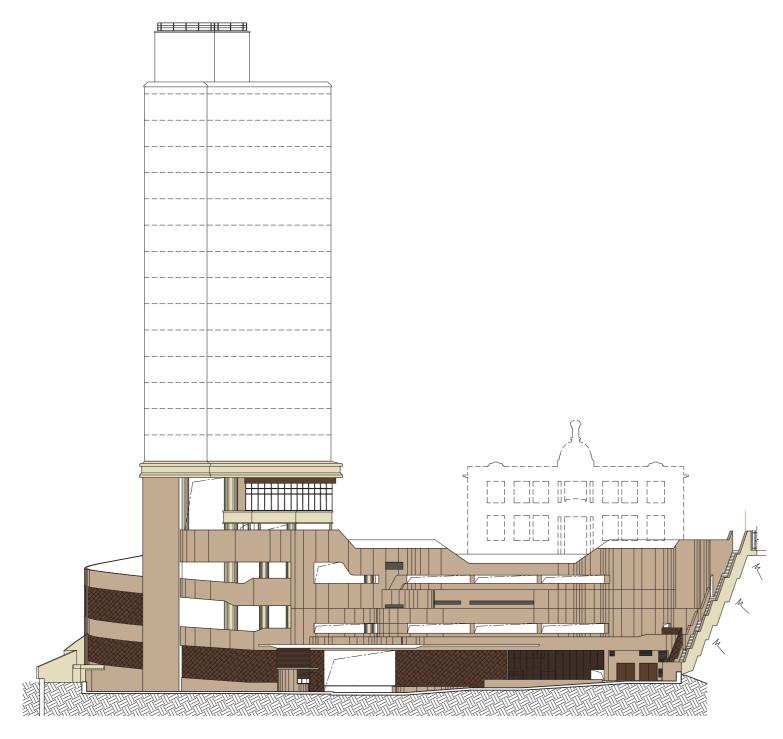
(a) 以2019年2月14日的情況為準的發展項目的經批准的建築圖則為基礎擬備;及

索引圖

(b) 大致上與發展項目的外觀一致。

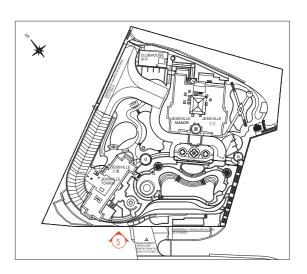
19 ELEVATION PLAN 立面圖

Jessville Tower Podium Elevation Jessville 大廈裙樓立面圖



⑤ PODIUM FRONT ELEVATION 裙樓前立面

Key Plan 索引圖



Notes:

The 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 14 February 2019; and
- $\begin{tabular}{ll} (b) & are in general accordance with the outward appearance of the Development. \end{tabular}$

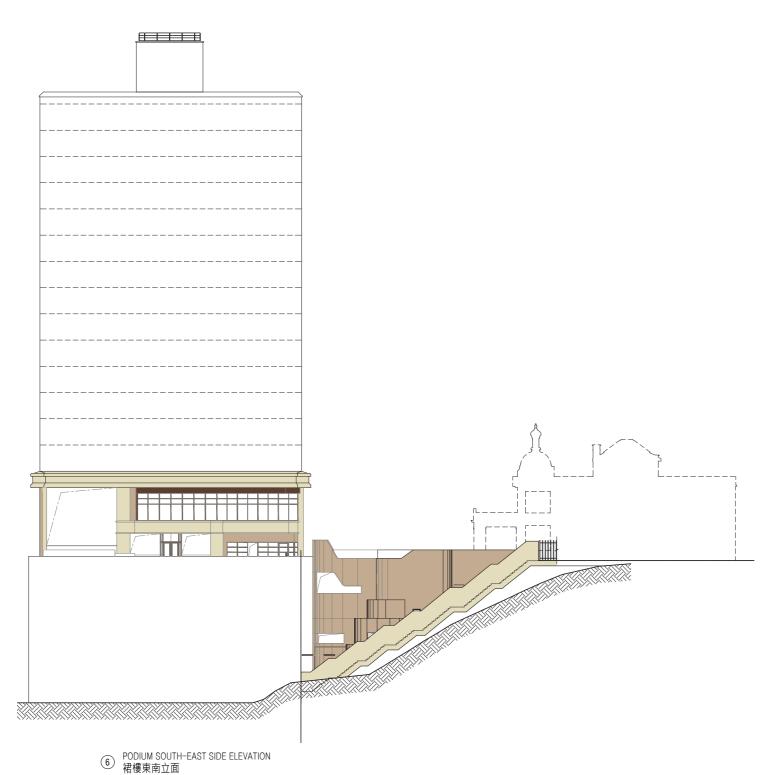
備註:

發展項目的認可人士已經證明本圖所顯示的立面:

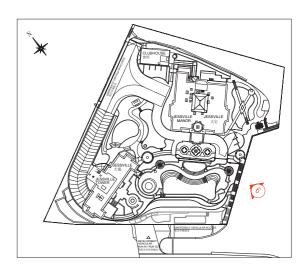
- (a) 以2019年2月14日的情況為準的發展項目的經批准的建築圖則為基礎擬備;及
- (b) 大致上與發展項目的外觀一致。

19 ELEVATION PLAN 立面圖

Jessville Tower Podium Elevation Jessville 大廈裙樓立面圖



Key Plan 索引圖



Notes

The 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 14 February 2019; and
- (b) are in general accordance with the outward appearance of the Development.

備註:

發展項目的認可人士已經證明本圖所顯示的立面:

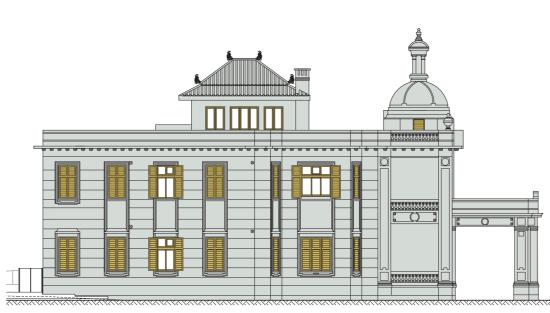
- (a) 以2019年2月14日的情況為準的發展項目的經批准的建築圖則為基礎 擬備;及
- (b) 大致上與發展項目的外觀一致。

19 ELEVATION PLAN 立面圖

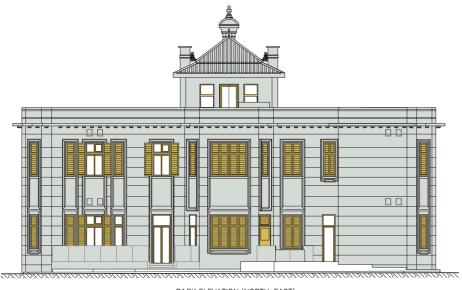
Jessville Manor Elevation Jessville 大宅立面圖



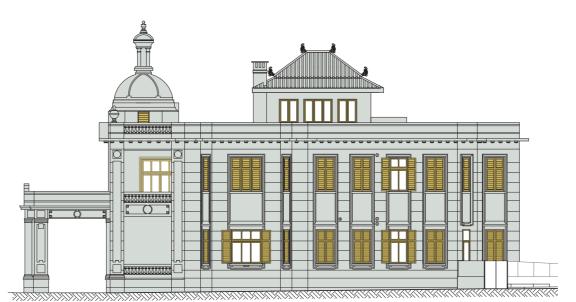
7 FRONT ELEVATION (SOUTH-WEST) 前立面 (西南立面)



9 LEFT ELEVATION (NORTH-WEST) 左立面 (西北立面)



8 BACK ELEVATION (NORTH-EAST) 後立面 (東北立面)



10 RIGHT ELEVATION (SOUTH-EAST) 右立面 (東南立面)

Notes:

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

- (a) are prepared on the basis of the approved Building Plans for the Development as of 14 September 2018; and
- (b) are in general accordance with the outward appearance of the Development.

備註:

發展項目的認可人士已經證明本圖所顯示的立面:

(a) 以2018年9月14日的情況為準的發展項目的經批准的建築圖則為基礎擬備;及

Key Plan 索引圖

*

(b) 大致上與發展項目的外觀一致。

20 INFORMATION ON COMMON FACILITIES IN THE DEVELOPMENT 發展項目中的公用設施的資料

COMMON FACILITIES 公共設施		COVERED 有上蓋遮蓋 Area (sq. m.) Area (sq.ft.) 面積(平方米) 面積(平方呎)		UNCOVERED 沒有上蓋遮蓋 Area (sq. m.) Area (sq.ft.) 面積(平方米) 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)	269.284	2899	566.245	6095	
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(不論稱為公用空中花園或有其他名稱)	Not applicable 不適用	Not applicable 不適用	Not applicable 不適用	Not applicable 不適用	
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遊樂場或有其他名稱)	85.402	919	1968.839	21193	

Note: The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer, which may be slightly different from the area presented in square metres. 備註:以平方呎顯示之面積以1平方米=10.764 平方呎換算,並四捨五入至整數。平方呎與平方米表述之面積可能有些微差異。

21 INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT 閱覽圖則及公契

- 1. Copies of the Outline Zoning Plans relating to the Development are available at www.ozp.tpb.gov.hk
- 2. A copy of the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold is available for inspection at the place at which the specified residential property is offered to be sold.
- 3. The inspection is free of charge.

- 1. 備有關乎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. 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存放在指明住宅物業的售樓處,以供閱覽。
- 3. 無須為閱覽付費。

1. EXTERIOR FINISHES 外部裝修物料			
ITEM 細項	DESCRIPTION 描述		
a. External wall 外牆	Type of finishes 裝修物料的類型	Jessville Tower (including podium): Jessville 大廈 (包括裙樓):	Exterior paint, tile, aluminium louvre and cladding, glass, galvanized mild steel louvre 外牆漆、瓷磚、鋁質百葉及飾面、玻璃、鍍鋅低碳鋼百葉
		Jessville Manor: Jessville 大宅:	Shanghai plaster, aluminium louvre, glass, galvanized mild steel louvre 洗水批盪、鋁質百葉、玻璃、鍍鋅低碳鋼百葉
b. Window	Material of the frame and glass 框及玻璃的用料	Jessville Tower: Jessville 大廈 :	Aluminium window frames finished with fluorocarbon coating fitted with Insulated Glass Unit (IGU) of clear glass (For kitchen, living room and dining room of Unit A and B, bedroom A2 and bedroom A3 and master bedroom A1 of Unit A, bedroom B2, bedroom B3, bedroom B4 and master bedroom B1 of Unit B of 1/F to 14/F, bedroom A4 of Unit A of 2/F and 14/F, study room of Unit A of 1/F and 3/F-13/F.)
	Jessville Manor: Jessville 大宅:	Aluminium window frames finished with fluorocarbon coating fitted with Insulated Glass Unit (IGU) of clear glass (For living room, dining room and kitchen of Units A and B of G/F and 1/F, bedroom 1, bedroom 2, bedroom 3 and bedroom 4 of Unit B of 1/F, bedroom 2 and bedroom 3 of Unit A of G/F, bedroom 1, bedroom 2 and bedroom 3 of Unit A of 1/F, maid room of Unit A of G/F and 1/F and maid room of Unit B of G/F only.)	

1. EXTERIOR FINISHES 外部裝修物料			
ITEM 細項	DESCRIPTION 描述		
c. Bay window	Material of bay window 用料		Not Applicable 不適用
窗台	Window sill finishes 窗台板的裝修物料		Not Applicable 不適用
d. Planter	Type of finishes	Jessville Tower: Jessville 大廈:	Not Applicable 不適用
	裝修物料的類型	Jessville Manor: Jessville 大宅:	Tile, exterior paint 瓷磚、外牆漆
	Type of finishes 装修物料的類型	Jessville Tower: Jessville 大廈:	Balcony 露台: Balconies are finished with glass and stainless steel balustrade. 露台裝設玻璃及不鏽鋼欄杆。 Floor is finished with tile. Wall is finished with exterior paint. 地台鋪砌瓷磚。牆身髹外牆漆。 Ceiling is finished with exterior paint. 天花髹外牆漆。
e. Verandah or Balcony 陽台或露台		Jessville Manor: Jessville 大宅:	Verandah 陽台: Floor is finished with mosaic tile. 地台鋪砌馬賽克瓷磚。 Wall is finished with shanghai plaster and exterior paint (except for verandah (near flat roof) of Unit B on 1/F). 牆身做洗水批盪及髹外牆漆 (除1樓B單位的陽台(鄰近平台)外)。 Wall is finished with shanghai plaster (For verandah (near flat roof) of Unit B on 1/F). 牆身做洗水批盪 (只適用於1樓B單位的陽台(鄰近平台))。 Balustrade is finished with stone, exterior paint and shanghai plaster (if applicable). 欄杆鋪砌石、髹外牆漆及做洗水批盪 (如適用)。 Ceiling is finished with exterior paint (except for verandah (near flat roof) of Unit B on 1/F). 天花髹外牆漆 (除1樓B單位的陽台(鄰近平台)外)。 Ceiling is finished with shanghai plaster and exterior paint (For verandah (near flat roof) of Unit B on 1/F). 天花做洗水批盪及髹外牆漆 (只適用於1樓B單位的陽台(鄰近平台))。
	Whether it is covered	Jessville Tower: Jessville 大廈:	Balcony is covered, no verandah 露台有蓋,沒有陽台
	是否有蓋	Jessville Manor: Jessville 大宅:	Verandah is covered, no balcony 陽台有蓋 ,沒有露台
f. Drying facilities for clothing	Type 類型		Not Applicable 不適用
乾衣設施	Material 用料		Not Applicable 不適用

2. INTERIOR FINISHES 室內裝修物料					
ITEM 細項	DESCRIPTION 描述				
		Wall 牆壁	Floor 地板	Ceiling 天花板	
	LG1 Residential entrance lobby finishes 地下1層住宅大堂裝修物料的類型	Jessville Tower: Tile, timber and metal Jessville 大廈: 瓷磚、木及金屬	Jessville Tower: Tile Jessville 大廈: 瓷磚	Jessville Tower: Jessville 大廈:	Interior paint to exposed surfaces. Partial areas of ceiling are equipped with gypsum board false ceiling with interior paint 外露表面髹內牆漆,部份天花位置 裝置石膏板假天花及髹內牆漆
	G/F Residential entrance lobby finishes 地下住宅大堂裝修物料的類型	Jessville Manor: Interior paint, shanghai plaster and timber Jessville 大宅: 內牆漆、洗水批盪及木	Jessville Manor: Stone tile and stone skirting Jessville 大宅: 石瓦及石 腳線	Jessville Manor: Jessville 大宅:	Interior paint 內牆漆
a. Lobby 大堂	Residential floor lift lobby finishes for Jessville Tower Jessville 大廈住宅樓層升降機大堂裝修物料的類型	Interior paint, tile, timber and metal 內牆漆、瓷磚、木及金屬	Tile 瓷磚	Interior paint to exposed surfaces. Partial areas of ceiling are equipped with gypsum board false ceiling with interior paint 外露表面髹內牆漆,部份天花位置裝置石膏板假天花及髹內牆漆	
	1/F lobby finishes for Jessville Manor Jessville 大宅1樓大堂裝修物料的類型	Interior paint and timber 內牆漆及木	Stone tile and stone skirting 石瓦及石腳線	Interior paint 內牆漆	
		Wall 牆壁	Ceiling 天花板		
	Living room finishes 客廳裝修物料的類型	Jessville Tower: Interior paint Jessville 大廈: 內牆漆 Jessville Manor: Interior paint and timber Jessville 大宅: 內牆漆及木	Emulsion paint on the exposed surface, partial areas of the ceiling equipped with gypsum board bulkhead with emulsion paint 外露表面髹乳膠漆,部份天花位置裝設石膏板假陣髹乳膠漆		
b. Internal wall and ceiling 內牆及天花板	Dining room finishes 飯廳裝修物料的類型	Jessville Tower: Interior paint Jessville 大廈:內牆漆 Jessville Manor: Interior paint and timber Jessville 大宅:內牆漆及木	Emulsion paint on the exposed surface, partial areas of the ceiling equipped with gypsum board bulkhead with emulsion paint 外露表面髹乳膠漆,部份天花位置裝設石膏板假陣髹乳膠漆		
	Bedroom finishes 睡房裝修物料的類型	Jessville Tower : Interior paint Jessville 大廈: 內牆漆	Jessville Tower: Emulsion paint on the exposed surface, partial areas of the ceiling equipped with gypsum board bulkhead with emulsion paint Jessville 大廈: 外露表面髹乳膠漆,部份天花位置裝設石膏板假陣髹乳膠漆		

2. INTERIOR FINISHES 室內裝修物料				
ITEM 細項	DESCRIPTION 描述			
		Wall 牆壁	Ceiling 天花板	
b. Internal wall and ceiling 內牆及天花板	Bedroom finishes 睡房裝修物料的類型	Jessville Manor: Interior paint Jessville 大宅: 內牆漆	board bulkhead with emuls Bedroom 1 of Unit A on 1/2 Manor) (b) Interior paint to exposed su false ceiling and gypsum b Unit B on G/F, Bedroom 1 1/F of Jessville Manor) Jessville 大宅: (a) 外露表面髹乳膠漆,部份 A單位及B單位之睡房1~	seed surface, partial areas of the ceiling equipped with gypsum ion paint (Except Bedroom 1 of Unit A and Unit B on G/F, F and Bedroom 1 and Bedroom 3 of Unit B on 1/F of Jessville rfaces. Partial areas of ceiling are equipped with gypsum board oard bulkhead with interior paint (For Bedroom 1 of Unit A and of Unit A on 1/F and Bedroom 1 and Bedroom 3 of Unit B on 天花位置裝設石膏板假陣髹乳膠漆 (除 Jessville 大宅地下1樓A單位之睡房1及1樓B單位之睡房1及睡房3外) 天花位置裝置石膏板假天花及假陣髹內牆漆 (只適用於及B單位之睡房1、1樓A單位之睡房1及1樓B單位之睡房1及
	Material of living room 客廳的用料	Floor 地板		Skirting 牆腳線
		Jessville Tower: Luxury Vinyl Tile (LVT) Jessville 大廈: 膠地板 Jessville Manor: (a) Timber flooring and stone border along insid opening to verandah (For Units A and B on C (b) Vinyl flooring and stone border along inside opening to verandah (For Units A and B on 1	G/F only); edge of floor in front of door	Jessville Tower: Timber skirting with interior paint Jessville 大廈:木牆腳線髹內牆漆 Jessville Manor: Timber Jessville 大宅:木
c. Internal floor		Jessville 大宅: (a) 木地板、另通往陽台的室內地台圍邊部分鋪砌石 (只適用於地下A單位及B單位); (b) 膠地板、另通往陽台的室內地台圍邊部分鋪砌石 (只適用於1樓A單位及B單位)		I.
內部地板		Jessville Tower: Luxury Vinyl Tile (LVT) Jessville 大廈: 膠地板		Jessville Tower: Timber skirting with interior paint Jessville 大廈:木牆腳線髹內牆漆
	Material of dining room 飯廳的用料	Jessville Manor: (a) Timber flooring and stone border along inside opening to verandah (For Units A and B on C (b) Vinyl flooring and stone border along inside opening to verandah (For Units A and B on 1)	G/F only); edge of floor in front of door	Jessville Manor: Timber Jessville 大宅:木
		Jessville 大宅: (a) 木地板、另通往陽台的室內地台圍邊部位及B單位);	•	Į.
		(b) 膠地板、另通往陽台的室內地台圍邊部 位及B單位)	分鋪砌石 (只適用於1樓A單	

2. INTERIOR FINISHES 室內裝修物料					
ITEM 細項	DESCRIPTION 描述				
		Floor 地板		Skirting 牆腳線	
		Jessville Tower : Luxury Vinyl Tile (I Jessville 大廈 :膠地板	LVT)	Jessville Tower: Timber skirting with interior paint Jessville 大廈: 木牆腳線髹內牆漆	
		Jessville Manor:		Jessville Manor: Timber	
	Material of bedroom 睡房的用料	(a) Timber flooring (For Unit A on G/F only)		Jessville 大宅: 木	
c. Internal floor		(b) Timber flooring and stone border a opening to deck (For Unit B on G/	llong inside edge of floor in front of door F only)		
內部地板		(c) Vinyl flooring (For Units A and B on 1/F only)			
		Jessville 大宅 :			
		(a) 木地板(只適用於地下A單位) (b) 木地板,另通往平台的室內地台圍邊部分鋪砌石 (只適用於地下 B單位) (c) 膠地板 (只適用於1樓A單位及B單位)			
		Wall 牆壁	Floor 地板	Ceiling 天花板	
d. Bathroom	Types of finishes 裝修物料的類型	Tile 瓷磚	Tile 瓷磚	Gypsum board false ceiling with interior paint 石膏板假天花髹內牆漆	
浴室 	Whether the wall finishes run up to ceiling 牆壁的裝修物料是否鋪至天花板	Up to the bottom level of false ceiling 裝修物料鋪至假天花底			

2. INTERIOR FINISHES 室內裝修物料					
ITEM 細項	DESCRIPTION 描述				
		Wall 牆壁	Floor 地板	Ceiling 天花板	Cooking bench 灶台
		Jessville Tower: Tile and interior paint Jessville 大廈: 瓷磚及內牆漆		Jessville Tower: Interior paint to exposed surfaces. Partial areas of ceiling are equipped with gypsum board bulkhead with interior paint	
	Types of finishes 裝修物料的類型	Jessville Manor: (a) Tile and glass (For Unit A and Unit B on G/F and Unit A on 1/F) (b) Tile, interior paint, glass and metal trim (For Unit B on 1/F) Jessville 大宅: (a) 瓷磚及玻璃 (只適用於地下A及B單位及1樓A單位) (b) 瓷磚、內牆漆、玻璃及		Jessville 大廈: 外露表面髹內牆漆,部份天花位置裝置石膏板假 陣及髹內牆漆	
			Tile 瓷磚	Jessville Manor: (a) Gypsum board false ceiling with interior paint (For Unit A and Unit B on G/F and Unit A on 1/F)	Reconstituted stone 人造石
				(b) Interior paint to exposed surfaces. Partial areas of ceiling are equipped with gypsum board false ceiling with interior paint (For Unit B on 1/F)	
				Jessville 大宅: (a) 石膏板假天花髹內牆漆 (只適用於地下A單位 及B單位及1樓A單位)	
		金屬飾邊 (只適用於 1樓B單位)		(b) 外露表面髹內牆漆,部份天花位置裝置石膏板 假天花及髹內牆漆 (只適用於1樓B單位)	
	Whether the wall finishes run up to ceiling 牆壁的裝修物料是否鋪至天花板			out false ceiling); Finishes run up to the bottom level of false E的位置); 裝修物料鋪至假天花底(只適用於設假天花的位置	

3. INTERIOR FITTINGS 室內裝置						
ITEM 細項	DESCRIPTION 描述					
		Material 用料	Finishes 裝修物料	Accessories 配件		
	Main entrance door	Timber 木	Jessville Tower: Wood veneer and metal Jessville 大廈: 木皮飾面及金屬 Jessville Manor: Wood veneer and varnish Jessville 大宅: 木皮飾面及光漆	Jessville Tower: Lockset, door hinges, door closer, eye viewer and door handle Jessville 大廈:門鎖、門鉸、門鼓、防盜眼及門把手		
	單位大門			Jessville Manor: Lockset, door hinges, door closer, eye viewer, door guard and door handle Jessville 大宅:門鎖、門鉸、門鼓、 防盗眼、門閂及門 把手		
	Balcony door (For Jessville Tower only) 露台門 (只適用於Jessville 大廈)	Aluminium frame and Clear glass 鋁框及清玻璃	Aluminium frame with PVF2 coating 氟碳塗層鋁質框	Lockset and door handle 門鎖及門把手		
a. Doors	Utility platform door (For Jessville Tower only) 工作平台門 (只適用於Jessville 大廈)	Aluminium frame and Obscured glass 鋁框及磨砂玻璃	Aluminium frame with PVF2 coating 氟碳塗層鋁質框	Lockset, door hinges and door handle 門鎖、門鉸及門把手		
門	Verandah door (For Jessville Manor only) 陽台門 (只適用於Jessville 大宅)	Aluminium frame and Clear glass 鋁框及清玻璃	Aluminium frame with PVF2 coating 氟碳塗層鋁質框	Lockset and door handle 門鎖及門把手		
	Verandah door from kitchen (For Unit B on 1/F of Jessville Manor only) 廚房往陽台門 (只適用於Jessville 大宅1樓B單位)	Aluminium frame and Clear glass 鋁框及清玻璃	Aluminium frame with PVF2 coating 氟碳塗層鋁質框	Lockset and door handle 門鎖及門把手		
	Deck door (For Units on G/F of Jessville Manor only) 平台門 (只適用於Jessville 大宅地下單位)	 (a) Aluminium frame and Clear glass (Except those stated below) (b) Aluminium frame, Obscured glass and Clear glass (For deck door in Bedroom 3 of Unit B on G/F) (a) 鋁框及清玻璃 (以下描述除外) (b) 鋁框、磨砂玻璃及清玻璃 (只適用於地下B單位之睡房3之平台門) 	Aluminium frame with PVF2 coating 氟碳塗層鋁質框	Lockset and door handle 門鎖及門把手		
	Flat roof door from kitchen (For Unit B on 1/F of Jessville Manor only) 廚房往平台門 (只適用於Jessville 大宅1樓B單位)	Aluminium frame and Clear glass 鋁框及清玻璃	Aluminium frame with PVF2 coating 氟碳塗層鋁質框	Lockset and door handle 門鎖及門把手		

3. INTERIOR FITTINGS 室內裝置				
ITEM 細項	DESCRIPTION 描述			
		Material 用料	Finishes 裝修物料	Accessories 配件
		Jessville Tower: Timber Jessville 大廈 : 木	Jessville Tower: Paint Jessville 大廈:油漆	Lockset, door hinges and door handle
a. Doors	Bedroom door 睡房門	Jessville Manor: (a) Timber and clear glass (For Bedroom 2 and Bedroom 3 of Unit A on G/F, Bedroom 1, Bedroom 2 and Bedroom 3 of Unit A on 1/F and Bedroom 3 of Unit B on 1/F) (b) Timber and obscured glass (For Bedroom 1, Bedroom 2 and Bedroom 3 of Unit B on G/F and Bedroom 1, Bedroom 2 and Bedroom 4 of Unit B on 1/F) (c) Timber (For Bedroom 1 of Unit A on G/F) Jessville 大宅: (a) 木及清玻璃 (只適用於地下A單位之睡房1、睡房2及睡房3、1樓A單位之睡房1、睡房2及睡房3及1樓B單位之睡房1、睡房1、睡房2及睡房3及1樓B單位之睡房1、睡房2及睡房4) (c) 木 (只適用於地下A單位之睡房1)	Jessville Manor: Wood veneer and Varnish Jessville 大宅:木皮飾面及光漆	門鎖、門鉸及門把手
a. Doors 門	Bathroom door 浴室門	Jessville Tower: Timber Jessville 大廈:木 Jessville Manor: (a) Timber (Except for Bathroom 1 of Unit A on G/F and 1/F) (b) Timber and obscured glass (For Bathroom 1 of Unit A on G/F and 1/F) Jessville 大宅: (a) 木 (除地下及1樓A單位之浴室1外) (b) 木及磨砂玻璃 (只適用於地下及1樓A單位之浴室1)	Jessville Tower: (a) Paint (Except Master Bathroom A1 and Master Bathroom B1) (b) Paint and timber louvre (For Master Bathroom A1 and Master Bathroom B1) Jessville 大廈: (a) 油漆 (除主人浴室A1及主人浴室B1外) (b) 油漆及木百葉 (只適用於主人浴室A1及主人浴室B1) Jessville Manor: (a) Wood veneer, varnish and timber louvre (Except for Bathroom 1 of Unit A on G/F and 1/F) (b) Wood veneer and varnish (For Bathroom 1 of Unit A on G/F and 1/F) Jessville 大宅: (a) 木皮飾面、光漆及木百葉 (除地下及1樓A單位之浴室1外) (b) 木皮飾面及光漆 (只適用於地下及1樓A單位之浴室1)	Lockset, door hinges and door handle 門鎖、門鉸及門把手

3. INTERIOR FITT 室內裝置	INGS			
ITEM 細項	DESCRIPTION 描述			
		Material 用料	Finishes 裝修物料	Accessories 配件
		Jessville Tower: Timber Jessville 大廈 : 木	Jessville Tower: Paint Jessville 大廈:油漆	Lockset, door hinges and door handle 門鎖、門鉸及門把手
	Corridor door 走廊門	Jessville Manor: (a) Timber and clear glass (For Unit B on G/F and 1/F and second door of corridor of Unit A on G/F) (b) Timber and stained glass (For Unit A on 1/I and first door of corridor of Unit A on G/F) Jessville 大宅: (a) 木及清玻璃 (只適用於地下及1樓B單及地下A單位走廊第二扇門) (b) 木及彩色玻璃 (只適用於地下及1樓A單位及地下A單位走廊第一扇門)	F I位	
		Jessville Tower: Timber and clear glass Jessville 大廈 : 木及清玻璃	Jessville Tower: Paint and metal Jessville 大廈:油漆及金屬	Jessville Tower: Door hinges and door closer
a. Doors 門	Kitchen door 廚房門	Jessville Manor: (a) Timber and obscured glass (For Unit A on G/F and 1/F) (b) Timber (For Unit B on G/F and 1/F) Jessville 大宅: (a) 木及磨砂玻璃 (只適用於地下及1樓 A單位) (b) 木 (只適用於地下及1樓B單位)	Jessville Manor: Wood veneer and varnish Jessville 大宅:木皮飾面及光漆	Jessville 大廈: 門鉸及門鼓 Jessville Manor: (a) Door hinges and door handle (Except for Unit B on 1/F) (b) Lockset, door hinges and door handle (For Unit B on 1/F) Jessville 大宅: (a) 門鉸及門把手 (除1樓B單
				位外) (b) 門鎖、門鉸及門把手 (只適用 於1樓B單位)
	Back door in kitchen (For Jessville Tower of 廚房後門 (只適用於Jessville 大廈)	Timber 木	Wood veneer 木皮飾面	Lockset, door hinges, door closer, eyviewer and door handle 門鎖、門鉸、門鼓、防盜眼及 門把手
	Study room door (For Jessville Tower only) 書房門 (只適用於Jessville 大廈)	Timber 木	Paint 油漆	Lockset and door track 門鎖及門軌

3. INTERIOR FITTINGS 室內裝置							
ITEM 細項	DESCRIPTION 描述						
		Material 用料	Finishes 裝修物料	Accessories 配件			
	Utility room door (If any) 多功能房門 (如有)	 (a) Timber (Except for Unit B on G/F of Jessville Manor) (b) Timber and clear glass (For Unit B on G/F of Jessville Manor) (a) 木 (除 Jessville 大宅地下B單位外) (b) 木及清玻璃 (只適用於 Jessville 大宅地下B單位) 	Jessville Manor: (a) Wood veneer, varnish and timber louvre (Except Unit B on G/F) (b) Wood veneer and varnish (For Unit B on G/F) Jessville 大宅: (a) 木皮飾面、光漆及木百葉 (除地下B單位外) (b) 木皮飾面及光漆 (只適用於地下B單位)	Door hinges and door handle 門鉸及門把手			
	Utility room door from kitchen (For Unit B on G/F of Jessville Manor only) 廚房往多功能房門 (只適用於Jessville 大宅 地下B單位)	Timber 木	Wood veneer and Varnish 木皮飾面及光漆	Door track and door handle 門軌及門把手			
	Maid room door (If any) 工人房門 (如有)	Timber 木	Wood veneer and Varnish 木皮飾面及光漆	Lockset, door hinges and door handle 門鎖、門鉸及門把手			
a. Doors 門		Jessville Tower: Timber Jessville 大廈: 木 Jessville Manor: (a) Timber (except Unit A on G/F and 1/F) (b) Timber and clear glass (For Unit A on G/F	Jessville Tower: Paint Jessville 大廈:油漆 Jessville Manor: (a) Wood veneer and varnish (Except store room (near utility room) of Unit B on 1/F)	Jessville Tower: Lockset, door hinges, door closer and door handle Jessville 大廈: 門鎖、門鉸、門鼓及門把手			
	Store room door (If any) 儲物室門 (如有)	and 1/F) Jessville 大宅: (a) 木 (除地下及1樓A單位外) (b) 木及清玻璃 (只適用於地下及1樓A單位)	 (b) Wood veneer, varnish and louvre (For store room (near utility room) of Unit B on 1/F) Jessville 大宅: (a) 木皮飾面及光漆 (除1樓B單位之儲物室 (鄰近多功能房)外) (b) 木皮飾面、光漆及木百葉 (只適用於1樓 B單位之儲物室 (鄰近多功能房)) 	Jessville Manor: Lockset, door hinges and door handle Jessville 大宅:門鎖、門鉸及門把手			
	Lavatory door	Jessville Tower: Timber Jessville 大廈 : 木	Jessville Tower: Paint Jessville 大廈:油漆	Lockset, door hinges and door handle			
	洗手間門	Jessville Manor: Timber and clear glass Jessville 大宅:木及清玻璃	Jessville Manor: Paint and timber louvre Jessville 大宅:油漆及木百葉	門鎖、門鉸及門把手			
	Garden back door (For Units on G/F of Jessville Manor only) 花園後門 (只適用於Jessville大宅地下單位)	Aluminium 鋁	Aluminium frame with PVF2 coating 氟碳塗層鋁質框	Lockset and door hinges 門鎖及門鉸			

3. INTERIOR FITTINGS 室內裝置				
ITEM 細項	DESCRIPTION 描述			
		Fittings & Equipment 裝置及設備	Type 類型	Material 用料
			Counter Top 櫃台面	Jessville Manor: Stone (Except for Bathroom 3 of Unit A on G/F and 1/F) Jessville 大宅: 石 (除地下及1樓A單位之浴室3外)
				Jessville Tower: Timber (Except for Bathroom A2 of Unit A on 1/F-14/F, Bathroom B2 of Unit B on 1/F-14/F; Master Bathroom A1 of Unit A on 2/F and 14/F and Master Bathroom B1 of Unit B of 2/F and 14/F)
	Type and material of fittings and equipment 装置及設備的類型及用料	Cabinet 櫃	Basin Cabinet 洗手盆櫃	Jessville 大廈: 木 (除1樓至14樓A單位之浴室A2、1樓至14樓B單位之 浴室B2、2樓及14樓A單位之主人浴室A1及2樓及14樓 B單位之主人浴室B1外)
				Jessville Manor: Timber (Except for Bathroom 3 of Unit A on G/F and 1/F) Jessville 大宅: 木 (除地下及1樓A單位之浴室3外)
b. Bathroom				Jessville Tower: Timber, mirror, glass and metal Jessville 大廈: 木、鏡、玻璃及金屬
浴室			Mirror Cabinet 鏡櫃	Jessville Manor: Timber, mirror and glass (Except Bathroom 3 of Unit A on G/F and 1/F)
				Jessville 大宅: 木、鏡及玻璃 (除地下及1樓A單位之浴室3外)
			Wash Basin Mixer 洗手盆水龍頭	Chrome plated 鍍鉻
			Water Closet 座廁	Vitreous China 搪瓷
			Wash Basin 洗面盆	Vitreous China 搪瓷
		Bathroom fittings 潔具	Paper Holder 廁紙架	Chrome plated 鍍鉻
			Bidet (For Jessville Tower) 坐盆 (只適用於 Jessville 大廈)	Jessville Tower: Vitreous China (For Master Bathroom A1 of Unit A on 2/F and 14/F and Master Bathroom B1 of Unit B on 2/F and 14/F) Jessville 大廈: 搪瓷 (只適用於2樓及14樓A單位之主人浴室A1及2樓及14樓B單位之主人浴室B1)

3. INTERIOR FITTINGS 室內裝置				
ITEM 細項	DESCRIPTION 描述			
		Fittings & Equipment 裝置及設備	Type 類型	Material 用料
			Mirror (For Jessville Manor) 鏡 (只適用於 Jessville 大宅)	Jessville Manor: Mirror (For Bathroom 3 of Unit A on G/F and 1/F) Jessville 大宅: 鏡 (只適用於地下及1樓A單位之浴室3)
			Shower Curtain Rod	Jessville Tower: Chrome plated (Except Bathroom A2 of Unit A on 2/F and 14/F and Bathroom B2 of Unit B on 2/F and 14/F) Jessville 大廈: 鍍鉻 (除2樓及14樓A單位之浴室A2及2樓及14樓B單位之浴室B2外)
	Type and material of fittings and equipment 裝置及設備的類型及用料	Bathroom fittings 潔具	浴簾杆	Jessville Manor: Chrome plated (For Bathroom 2 of Unit A and Unit B on G/F and 1/F) Jessville 大宅: 鍍鉻 (只適用於地下及1樓A單位及B單位之浴室2)
			Soap Holder (For Jessville Tower) 肥皂架 (只適用於 Jessville 大廈)	Vitreous China 搪瓷
b. Bathroom 浴室			Towel Bar 毛巾架	Chrome plated 鍍鉻
			Robe Hook 浴袍掛鉤	Chrome plated (Except Bathroom 1 of Unit A on G/F and 1/F of Jessville Manor) 鍍鉻 (除 Jessville 大宅地下及1樓A單位之浴室1外)
			Shower Compartment 淋浴間	Tempered glass 強化玻璃
		Bathroom appliances 浴室設備	For the appliances provision, brand name and model number, please refer to the "Appliances Schedule". 隨樓附送之設備、品牌及型號,請參閱「設備說明表」。	
	Type and material of water supply system		Hot water supply 熱水喉	Copper water pipes with thermal insulation 隔熱絕緣銅喉
	供水系統的類型及用料		Cold water supply 冷水喉	Copper water pipes 銅喉
		Shower 花灑	Shower set 淋浴套裝	Chrome plated 鍍鉻
	Type and material of bathing facilities 沐浴設施	Bath tub (If any)	Bath tub mixer 浴缸龍頭	Chrome plated 鍍鉻
		浴缸(如有)	Bath tub 浴缸	Enameled press steel bathtub 鋼板瓷釉浴缸

3. INTERIOR FITTINGS 室內裝置			
ITEM 細項	DESCRIPTION 描述		
b. Bathroom 浴室	Size of bath tub, if applicable 浴缸大小 (如適用的話)	Bath tub: 1600mm L x 700mm W x 420mm Jessville 大廈: 浴缸: 1700毫米長 x 700毫米闊 x 420毫光 浴缸: 1600毫米長 x 700毫米闊 x 420毫光 Jessville Manor: Bath tub: 1500mm L x 700mm W x 420mm Bath tub: 1600mm L x 750mm W x 420mm Bath tub: 1700mm L x 750mm W x 420mm Jessville 大宅: 浴缸: 1500毫米長 x 700毫米闊 x 420毫光 浴缸: 1600毫米長 x 700毫米闊 x 420毫光	H (For Master Bathroom A1 in Unit A and Master Bathroom B1 in Unit B on 1/F-14/F only) H (For Bathroom A2 in Unit A and Bathroom B2 in Unit B on 1/F, 3/F-13/F only) 米高 (只適用於1樓至14樓A單位之主人浴室A1及B單位之主人浴室B1) 米高 (只適用於1樓、3樓至13樓A單位之浴室A2及B單位之浴室B2) H (For Bathroom 2 in Unit A and Bathroom 2 in Unit B on G/F and 1/F only) H (For Bathroom 1 in Unit A on G/F and 1/F only) H (For Bathroom 1 in Unit B on G/F and Bathroom 1 in Unit B on 1/F only) 米高 (只適用於地下及1樓A單位之浴室2及B單位之浴室2) 米高 (只適用於地下及1樓A單位之浴室1)
	Sink unit 洗滌盆	Material 用料 Stainless Steel 不銹鋼	
	Material of water supply system 供水系統的用料	Hot water supply 熱水喉 Cold water supply 冷水喉	Copper water pipes with thermal insulation 隔熱絕緣銅喉 Copper water pipes 銅喉
		Material 用料	Finishes 裝修物料
c. Kitchen 廚房	Kitchen cabinet 廚櫃	Timber Cabinet 木製廚櫃	Plastic laminate and metal handle 膠板飾面及金屬把手
	Type of all other fittings & equipment 所有其他裝置的類型及設備的類型	Other fitting 其他裝置的類型	 (a) Chrome plated sink mixer (b) Blind (For Unit A on 9/F of Jessville Tower) (a) 鍍鉻水龍頭 (b) 百葉簾 (只適用於Jessville 大廈9樓A單位)
		Other equipment 其他設備的類型	For the appliances provision and brand name, please refer to the "Appliances Schedule" 隨樓附送之設備及品牌,請參閱「設備說明表」
		Fire service installations and equipment 消防裝置及設備	Not Applicable 不適用

3. INTERIOR FITTINGS 室內裝置						
ITEM 細項	DESCRIPTION 描述					
	Type and material of fittings (including built-in wardrobe) 裝置(包括嵌入式衣櫃)的類型及用料	Fittings 裝置	Type 類型	Material 用料		
d. Bedroom 睡房		Built-in wardrobe 嵌入式衣櫃	Wardrobe 衣櫃	Jessville Tower: Timber wardrobe (Except Bedroom A3 and Bedroom A4 of Unit A on 2/F and 14/F and Bedroom B3 and Bedroom B4 of Unit B on 1/F – 14/F) Jessville 大廈: 木製衣櫃 (2樓及14樓A單位之睡房A3及睡房A4及1樓至14樓B單位之睡房B3及睡房B4除外) Jessville Manor: Timber wardrobe (Except Bedroom 3 of		
				Unit B on G/F) Jessville 大宅: 木製衣櫃 (地下B單位之睡房3除外)		
		Other fittings (For Unit A on 9/F of Jessville Tower 其他裝置 (只適用於Jessville 大廈	Curtain (For Master bedroom A1 and bedroom A2 of Unit A on 9/F) 窗簾 (只適用於9樓A單位之主人睡房A1 及睡房A2)	Metal curtain track and fabric curtain 金屬窗簾路軌及窗簾布		
		9樓A單位)	Roller blind (For Bedroom A3 of Unit A of 9/F) 捲簾 (只適用於9樓A單位之睡房A3)	Roller blind and fabric 捲簾及布		
e. Telephone 電話	Location and number of connection points 接駁點之位置及數目	Please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Units" 請參閱「住宅單位機電裝置及數量說明表」				
f. Aerials 天線	Location and number of connection points 接駁點之位置及數目	Please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Units" 請參閱「住宅單位機電裝置及數量說明表」				

3. INTERIOR FITTINGS 室內裝置					
ITEM 細項	DESCRIPTION 描述				
	(i) Electrical fittings (including safety devices)	Electrical fittings 供電附件	Faceplate for all switches and power sockets 提供所有電掣及電插座之面板		
g. Electrical installations	供電附件 (包括安全裝置)	Safety devices 安全裝置	Three Phase Electricity Supply (Miniature Circuit Breaker Overload Protection Device or Residual-Current Protection Device is provided) 三相電力並裝妥微型斷路器或漏電斷路器		
電力裝置	(ii) Whether conduits are concealed or exposed 導管是隱藏或外露	Conduits are partly concealed and partly exposed ¹ 導管是部份隱藏及部分外露 ¹			
	(iii) Location and number of power points and air-conditioner points 電插座及空調機接駁點的位置及數目	Please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Units" 請參閱「住宅單位機電裝置及數量說明表」			
	Type 類型	Town gas 煤氣			
h. Gas supply 氣體供應	System 系統	Gas supply to the kitchens with a gas meter 煤氣供應到廚房及已安裝煤氣錶			
	Location 位置	In kitchen 廚房			
i. Washing machine connection point	Location Please refer to the "Schedule of Mechanical & Electrical Provisions for Residential Units"				
洗衣機接駁點	Design 設計	Drain point and water point are provided for washing machine 設有洗衣機來水及去水接駁喉位			
	Material of water pipes 水管的用料	Copper water pipes for cold wa 冷水喉採用銅喉,熱水喉採	ater supply and copper water pipes with thermal insulation for hot water supply 採用隔熱絕緣銅喉		
j. Water supply 供水	Whether water pipes are concealed or exposed 水管是隱藏或外露	Both hot and cold water pipes a 冷熱水管是部分隱藏及部分	are partly concealed and partly exposed ² 分外露 ²		
	Whether hot water is available 有否熱水供應	Hot water supply is provided to kitchens, bathrooms and lavatories 廚房、浴室及洗手間供應熱水			

Notes:

- 1. Other than those parts of the conduits concealed within the concrete, the rest of them are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, cladding, non-concrete partition walls, designated pipe ducts or other materials.
- 2. Other than those parts of the water pipes concealed within the concrete, the rest of them are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, cladding, non-concrete partition walls, designated pipe ducts or other materials.

備註

- 1. 除部份隱藏於混凝土內之導管外,其他部份的導管均為外露。外露的導管可能會被假天花、假陣、儲存櫃、覆面、非混凝土間隔牆、指定之槽位或其他物料遮蓋或隱藏。
- 2. 除部份隱藏於混凝土內之水管外,其他部份的水管均為外露。外露的水管可能會被假天花、假陣、儲存櫃、覆面、非混凝土間隔牆、指定之槽位或其他物料遮蓋或隱藏。

4. MISCELLANEOUS 雜項				
ITEM 細項			JESSVILLE TOWER JESSVILLE 大廈	JESSVILLE MANOR JESSVILLE 大宅
	Brand name and model number	Brand name 品牌名稱	Mitsubishi Elevator Hong Kong 三菱	Not Applicable 不適用
a. Lifts	品牌名稱及產品型號 	Model number 產品型號	NexWay-S	Not Applicable 不適用
A. Litts 升降機	No. of the second for the second for the second	Number of lifts 升降機的數目	2	Not Applicable 不適用
	Number and floors served by them 升降機的數目及到達的樓層	Floors served by the lifts 升降機到達的樓層	LG1, LG2, LG3, G/F, M/F & 1/F to 14/F 地下一層、地下二層、地下三層、地下、 夾層及1樓至14樓	Not Applicable 不適用
b. Letter box 信箱	Material 用料		Stainless Steel 不鏽鋼	Stainless Steel 不鏽鋼
	(i) Means of refuse collection 垃圾收集的方法		Collect by cleaners 由工人收集	Collect by cleaners 由工人收集
c. Refuse collection 垃圾收集	(ii) Location of refuse room 垃圾房的位置		Refuse storage and material recovery room is located in the common area of each residential floor of Jessville Tower. Refuse storage and material recovery chamber is located on LG1. Jessville 大廈各住宅層之公用地方設有垃圾及物料回收室。中央垃圾收集房設於地下一層。	Refuse storage and material recovery room is located in the satellite clubhouse on G/F. Refuse storage and material recovery chamber is located on LG1 of Jessville Tower. 垃圾及物料回收室設於地下會所。中央垃圾收集房設於Jessville 大廈地下一層。
		Water meter 水錶	Electricity meter 電錶	Gas meter 氣體錶
d. Water meter, electricity meter and gas meter 水錶,電錶及氣體錶	Location 位置	Inside water meter room / water meter cabinet located at common area on each residential floor 每層住宅樓層公共部分的水錶房/水錶櫃內	Inside electrical meter room / electrical meter cabinet located at common area on each residential floor 每層住宅樓層公共部分的電錶房/電錶櫃內	Independent Towngas meter located inside kitchen. 獨立煤氣錶安裝於廚房內。
	Whether they are separate or communal meters for residential properties 就住宅單位而言是獨立抑或公用的錶	Separate 獨立	Separate 獨立	Separate 獨立

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。

5. SECURITY FACILITIES 保安設施			
ITEM 細項	DESCRIPTION 描述		
Security system & equipment 保安系統及設備	Access control 入口通道控制	Jessville Tower: Jessville 大廈:	Visitor call panel integrate with card readers are installed at Lift Lobby on LG1 to G/F and are connected to the watchman counter; card readers are provided at G/F & M/F internal doors of Jessville Tower. Jessville 大廈的地下一層至地下電梯大堂入口裝有對講機結合智能讀咭機並連接保安員櫃檯;地下及來層的室內門均裝有智能讀咭機。
		Jessville Manor: Jessville 大宅:	Visitor call panel integrate with card readers are installed at main entrance lobby and rear door of Jessville Manor at G/F and are connected to the watchman counter. Jessville 大宅的地下入口大堂及後門裝有對講機結合智能讀咭機並連接保安員櫃檯。
	CCTV 閉路電視		CCTV system is installed at the main entrance lobby and lift car of the Jessville Tower and the main entrance lobby of the Jessville Manor. Jessville 大廈的的入口大堂及升降機以及Jessville 大宅的入口大堂均裝有閉路電視。
Details and location of built-in provisions 嵌入式裝備的細節及位置		h residential unit is provided, 像對講機並連接入口大堂	, which is connected to the visitor panel at main entrance lobby. 堂對講機。

6. APPLIANCES 設備	
Description	Please refer to the "Appliances Schedule"
描述	請參閱「設備說明表」

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。

Appliances Schedule 設備說明表

JESSVILLE TOWER JESSVILLE 大廈 UNIT A A 單位						
Floor 樓層				1/F, 3/F to 13/F 2/F, 14/F 1 樓, 3 樓至 13 樓 2 樓及 14 樓		
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量		
			FXAQ50P	1 1		
Living/Dining Room 客飯廳	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ40P	1 1		
			FXAQ20P	- 1		
Master Bedroom A1 主人睡房 A1	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ40P	1 1		
Bedroom A2 睡房 A2	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ32P	1 1		
Bedroom A3	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	- 1		
睡房 A3			FXAQ32P	1 -		
Bedroom A4 睡房 A4	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	/ 1		
Study Room 書房	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	1 /		
	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ32P	1 1		
	Exhaust Fan 抽氣扇	KDK	15WHC08	1 1		
Kitchen	Box Chimney Cookerhood 煙囪式抽油煙機	Whirlpool 惠而浦	AKR3060/ IX	1 1		
的 耐房	Built-in Ceramic Hob 發熱線電爐頭	Candy 金鼎	СН64МВ	1 1		
	Built-in Oven 內置式電焗爐	Siemens 西門子	HB 533ABR0H	1 1		
	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1 1		

JESSVILLE TOWER JESSVILLE 大廈 UNIT A A 單位							
Floor 樓層				1/F, 3/F to 13/F 1 樓, 3 樓至 13 樓			
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數	量		
M. 4 . D. d	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	1	1		
Master Bathroom A1 主人浴室 A1	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1	1		
Bathroom A2	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	1	1		
浴室 A2	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1	1		
Store Room 儲物室	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	1	1		
Lavatory 洗手間	Exhaust Fan 抽氣扇	KDK	15WHC08	1	1		
Air-conditioning Platform 空調機平台	VRV Air-conditioner (Outdoor Unit) 智能式中央空調機(室外機)	Daikin 大金	RJZQ5AAV	2	2		

Notes

- 1. The symbol "-"as shown in the above table denotes "Not Provided".
- 2. 1, 2,.. as shown in the above table denotes "the number of appliances provided".
- 3. The symbol "/" as shown in the above table denotes "no such room" in the unit.

- 1. 上表"-"代表不提供。
- 2. 上表1,2,.. 代表提供的裝備數量。
- 3. 上表"/"代表單位沒有此房間。

Appliances Schedule 設備說明表

JESSVILLE TOWER JESSVILLE 大廈 UNIT B B 單位 1/F, 3/F to 13/F 2/F, 14/F 1 # 2 # 至 13 # 2 # 臣 14

Floor 俊僧				1樓,3樓至13樓2樓及14樓
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量
Living/Dining Room	VRV Air-conditioner (Indoor Unit)	Daikin	FXAQ50P	1 1
客飯廳	智能式中央空調機(室內機)	大金	FXAQ40P	1 1
Master Bedroom B1 主人睡房 B1	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ40P	1 1
Bedroom B2 睡房 B2	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ32P	1 1
Bedroom B3 睡房 B3	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	1 1
Bedroom B4 睡房 B4	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	1 1
	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ32P	1 1
	Exhaust Fan 抽氣扇	KDK	15WHC08	1 1
Kitchen	Box Chimney Cookerhood 煙囪式抽油煙機	Whirlpool 惠而浦	AKR3060/ IX	1 1
廚房	Built-in Ceramic Hob 發熱線電爐頭	Candy 金鼎	CH64MB	1 1
	Built-in Oven 內置式電焗爐	Siemens 西門子	HB 533ABR0H	1 1
	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1 1

JESSVILLE TOWER JESSVILLE 大廈 UNIT B B 單位

地區	1/F, 3/F to 13/F 2/F, 14/F
oor 樓層	1 樓, 3 樓至 13 樓 2 樓及 14 樓

Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量	
Master Bathroom B1	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	1	1
主人浴室 B1	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1	1
Bathroom B2	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	1	1
浴室 B2	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1	1
Store Room 儲物室	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	1	1
Lavatory 洗手間	Exhaust Fan 抽氣扇	KDK	15WHC08	1	1
Air-conditioning Platform 空調機平台	VRV Air-conditioner (Outdoor Unit) 智能式中央空調機(室外機)	Daikin 大金	RJZQ5AAV	2	2

Notes:

1. 1, 2,.. as shown in the above table denotes "the number of appliances provided".

備註:

Appliances Schedule 設備說明表

JESSVILLE MAN UNIT A, G/F A 單f	OR JESSVILLE 大宅 位, 地下			
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量
Living/Dining Room 客飯廳	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ50P	3
Bedroom 1 睡房 1	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ40P	1
Bedroom 2 睡房 2	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ32P	1
Bedroom 3 睡房 3	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ40P	1
Bathroom 1	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	1
浴室 l 	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	2
Bathroom 2	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-20NS3H	1
浴室 2 	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	2
Bathroom 3 浴室 3	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-20NS3H	1
Lavatory	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-20NS3H	1
洗手間	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1
Store Room 儲物室	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	1
Maid Room 工人房	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	1
	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ32P	1
Kitchen 廚房	Exhaust Fan 抽氣扇	Xeplair	GX9	1
	Wall-mount Cooker Hood 掛牆式抽油煙機	Siemens 西門子	LC91BUR50B	1

JESSVILLE MANOR JESSVILLE 大宅 UNIT A, G/F A 單位, 地下						
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量		
	5-zone Built-in Ceramic Hob 內置式五頭電陶爐	Fisher & Paykel 飛雪	CE905CBX2	1		
Kitchen 廚房	Built-in Oven 內置式電焗爐	Siemens 西門子	HB533ABR0H	1		
阅 方	Built-in Dishwasher 半嵌式洗碗機	Siemens 西門子	SN578S36TE	1		
	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1		
Roof Floor	VRV Air-conditioner (Outdoor Unit) 智能式中央空調機(室外機)	Daikin	RJZQ8AAY	1		
天台		大金	RMXS140EY1C	1		

JESSVILLE MANOR JESSVILLE 大宅 UNIT B, G/F B 單位, 地下					
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量	
Living/Dining Room 客飯廳	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ63P FXAQ50P	2	
Bedroom 1 睡房 1	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ50P	1	
Bedroom 2 睡房 2	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ40P	1	
Bedroom 3 睡房 3	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ25P	1	
Bathroom 1	Exhaust Fan 抽氣扇	Panasonic 樂聲 FV-20NS3H		1	
浴室 1	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	2	
Bathroom 2 浴室 2	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	1	
	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1	

Notes

1. 1, 2,.. as shown in the above table denotes "the number of appliances provided".

備註:

Appliances Schedule 設備說明表

JESSVILLE M UNIT B, G/F B	ANOR JESSVILLE 大宅 單位, 地下			
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量
Lavatory 洗手間	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-20NS3H	1
Maid Room 工人房	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	1
	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ40P	1
	Exhaust Fan 抽氣扇	Xeplair	GX9	1
	Telescopic Cooker Hood 拉趟式抽油煙機	Siemens LI97SA530B 西門子		1
Kitchen 廚房	5-zone Built-in Ceramic Hob 內置式五頭電陶爐	Fisher & Paykel	CE905CBX2	1
	Built-in Oven 內置式電焗爐	Siemens HB533ABR0H 西門子		1
	Built-in Dishwasher 半嵌式洗碗機	Siemens SN578S36TE 西門子		1
	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1
Roof Floor	VRV Air-conditioner (Outdoor Unit)	Daikin	RJZQ8AAY	1
天台	智能式中央空調機(室外機)	大金	RMXS160EY1C	1

JESSVILLE MANOR JESSVILLE 大宅 UNIT A, 1/F A 單位, 1 樓						
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量		
Living/Dining Room 客飯廳	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ50P	3		
Bedroom 1 睡房 1	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ40P	1		
Bedroom 2 睡房 2	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ32P	1		

JESSVILLE MANOR JESSVILLE 大宅 UNIT A, 1/F A 單位, 1 樓							
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量			
Bedroom 3 睡房 3	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ40P	1			
Bathroom 1	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	1			
浴室 1	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	2			
Bathroom 2	Exhaust Fan 抽氣扇	KDK	20DLC07	1			
浴室 2	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	2			
Bathroom 3 浴室 3	Exhaust Fan 抽氣扇	KDK	20DLC07	1			
Lavatory 洗手間	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	1			
	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1			
Utility Room 多功能房	Exhaust Fan 抽氣扇	KDK	20DLC07	1			
Store Room 儲物室	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	1			
Maid Room 工人房	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	1			
Kitchen 廚房	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ32P	1			
	Exhaust Fan 抽氣扇	Xeplair	GX9	1			
	Wall-mount Cooker Hood 掛牆式抽油煙機	Siemens 西門子	LC91BUR50B	1			
	5-zone Built-in Ceramic Hob 內置式五頭電陶爐	Fisher & Paykel	CE905CBX2	1			

Notes

1. 1, 2,.. as shown in the above table denotes "the number of appliances provided".

備註:

Appliances Schedule 設備說明表

JESSVILLE MAN UNIT A, 1/F A 單	NOR JESSVILLE 大宅 位,1樓			
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量
	Built-in Oven 內置式電焗爐	Siemens 西門子	HB533ABR0H	1
Kitchen 廚房	Built-in Dishwasher 半嵌式洗碗機	Siemens 西門子	SN578S36TE	1
	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1
Roof Floor	VRV Air-conditioner (Outdoor Unit)	Daikin	RJZQ8AAY	1
天台	智能式中央空調機(室外機)	大金	RMXS140EY1C	1

JESSVILLE MANOR JESSVILLE 大宅 UNIT B, 1/F B單位, 1 樓						
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量		
Living/Dining Room	VRV Air-conditioner (Indoor Unit)	Daikin	FXAQ63P	2		
客飯廳	智能式中央空調機(室內機)	大金	FXAQ50P	1		
Bedroom 1 睡房 1	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ50P	1		
Bedroom 2 睡房 2	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ50P	1		
Bedroom 3 睡房 3	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ40P	1		
Bedroom 4 睡房 4	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ32P	1		
Bathroom 1	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	1		
浴室 1	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	2		
Bathroom 2 浴室 2	Exhaust Fan 抽氣扇	Panasonic 樂聲	FV-18NS3H	1		
	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1		

JESSVILLE MANOR JESSVILLE 大宅 UNIT B, 1/F B單位,1樓							
Location 位置	Appliance 設備	Brand Name 品牌	Model No. 型號	Qty. 數量			
Bathroom 3	Exhaust Fan 抽氣扇	KDK	20DLC07	1			
浴室 3	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1			
Store Room (near Utility Room) 儲物室 (鄰近多功能房)	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ20P	1			
Lavatory 洗手間	Exhaust Fan 抽氣扇	KDK	20DLC07	1			
Utility Room 多功能房	Exhaust Fan 抽氣扇	KDK	20DLC07	1			
	VRV Air-conditioner (Indoor Unit) 智能式中央空調機(室內機)	Daikin 大金	FXAQ32P	1			
			FXAQ50P	1			
	Electrical Instantaneous Water Heater 電即熱式熱水爐	Stiebel Eltron 斯寶亞創	DHE27SLi	1			
Kitchen	Telescopic Cooker Hood 拉趟式抽油煙機	Siemens 西門子	LI97SA530B	1			
廚房	5-zone Built-in Ceramic Hob 內置式五頭電陶爐	Fisher & Paykel 飛雪	CE905CBX2	1			
	Built-in Oven 內置式電焗爐	Siemens 西門子	HB533ABR0H	1			
	Built-in Dishwasher 半嵌式洗碗機	Siemens 西門子	SN578S36TE	1			
Roof Floor	VRV Air-conditioner (Outdoor Unit)	Daikin	RMXS112EY1C	1			
天台	智能式中央空調機(室外機)	大金	RJZQ7AAY	2			

Notes

備註:

^{1. 1, 2,..} as shown in the above table denotes "the number of appliances provided".

Schedule of Mechanical & Electrical Provisions for Residential Units 住宅單位機電裝置及數量說明表

JESSVILLE TOWER JESSVILLE 大廈						
Floor樓層			1/F & 3/F to 13/F 1 樓 及 3 樓 至 13 樓		2/F & 14/F 2 樓 及 14 樓	
Unit 單位		Unit A A單位	Unit B B單位	Unit A A單位	Unit B B單位	
Location 位置	Description 描述					
	Video Door Phone 可視對講系統	1	1	1	1	
	1-Gang 1-Way Lighting Switch 單位單控燈掣	2	2	3	2	
	2-Gang 2-Way Lighting Switch 雙位雙控燈掣	3	3	3	3	
	2-Gang 1-Way Lighting Switch 雙位單控燈掣	1	1	1	1	
Living Room,	1-Gang 2-Way Lighting Switch 單位雙控燈掣	2	2	2	2	
Dining Room & Corridor	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	2	2	3	2	
客廳、飯廳及走廊	13A Twin Socket Outlet 13安培雙位電插座	11	11	14	11	
	TV/FM Outlet 電視/電台天線插座	2	2	2	2	
	Telephone Outlet 電話插座	2	2	2	2	
	Switch for Electrical Device 電器開關掣	2	2	2	2	
	1-Gang 1-Way Lighting Switch 單位單控燈掣	1	1	1	1	
	2-Gang 1-Way Lighting Switch 雙位單控燈掣	1	1	1	1	
M (D)	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	1	1	1	
Master Bedroom A1/B1 主人睡長A1/B1	Switch for Electrical Device 電器開關掣	1	1	1	1	
主人睡房A1/B1	13A Twin Socket Outlet 13安培雙位電插座	5	5	5	5	
	TV/FM Outlet 電視/電台天線插座	1	1	1	1	
	Telephone Outlet 電話插座	1	1	1	1	

JESSVILLE TOWER JESSVILLE 大廈					
Floor樓層		1/F & 3/I 1 樓 及 3 相		2/F & 2 樓 及	, _
Unit 單位		Unit A A單位	Unit B B單位	Unit A A單位	Unit B B單位
Location 位置	Description 描述				
	1-Gang 1-Way Lighting Switch 單位單控燈掣	1	1	1	1
	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	1	1	1
Bedroom A2/B2 睡房A2/B2	13A Twin Socket Outlet 13安培雙位電插座	4	4	4	4
	TV/FM Outlet 電視/電台天線插座	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1
	1-Gang 1-Way Lighting Switch 單位單控燈掣	1	1	1	1
	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	1	1	1
Bedroom A3/B3 睡房A3/B3	13A Twin Socket Outlet 13安培雙位電插座	6	3	3	3
	TV/FM Outlet 電視/電台天線插座	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1

Notes:

^{1. 1, 2,..} as shown in the above table denotes "the quantity of such provisions provided".

^{1.} 上表1,2,...代表提供的裝置數量。

Schedule of Mechanical & Electrical Provisions for Residential Units 住宅單位機電裝置及數量說明表

JESSVILLE TO	OWER JESSVILLE 大廈				
Floor 樓層			1/F & 3/F to 13/F 1 樓 及 3 樓 至 13 樓		: 14/F : 14 樓
Unit 單位		Unit A A單位	Unit B B單位	Unit A A單位	Unit B B單位
Location 位置	Description 描述				
	1-Gang 1-Way Lighting Switch 單位單控燈掣	/	1	1	1
	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	/	1	1	1
Bedroom A4/B4 睡房A4/B4	13A Twin Socket Outlet 13安培雙位電插座	/	3	4	3
	TV/FM Outlet 電視/電台天線插座	/	1	1	1
	Telephone Outlet 電話插座	/	1	1	1
Master Bathroom A1/B1	13A Single Socket Outlet 13安培單位電插座	1	1	1	1
主人浴室A1/B1	Switch for Electrical Device 電器開關掣	1	1	1	1
Bathroom A2/B2	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1
浴室A2/B2	Switch for Electrical Device 電器開關掣	1	1	1	1
	1-Gang 1-Way Lighting Switch 單位單控燈掣	1	1	1	1
	2-Gang 1-Way Lighting Switch 雙位單控燈掣	1	1	1	1
Store Room	Switch for Electrical Device 電器開關掣	1	1	1	1
儲物室	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2
	TV/FM Outlet 電視/電台天線插座	1	1	1	1
Study Room 書房	1-Gang 1-Way Lighting Switch 單位單控燈掣	1	/	/	/
	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	/	/	/
	13A Twin Socket Outlet 13安培雙位電插座	3	/	/	/

JESSVILLE TOWER JESSVILLE 大廈					
Floor 樓層		1/F & 3/F to 13/F 1 樓 及 3 樓 至 13 樓		2/F & 14/F 2 樓 及 14 樓	
Unit 單位		Unit A A單位	Unit B B單位	Unit A A單位	Unit B B單位
Location 位置	Description 描述				
	2-Gang 2-Way Lighting Switch 雙位雙控燈掣	1	1	1	1
	MCB Distribution Board 配電箱	1	1	1	1
	Switch for Electrical Device 電器開關掣	2	2	2	2
	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	6	6	6	6
Kitchen 廚房	Connection Point for Washing Machine 洗衣機接駁點	1	1	1	1
	TV/FM Outlet 電視/電台天線插座	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1
	13A Single Socket Outlet (Has Been Reserved for Connection to Appliance) 13安培單位電插座 (預留用作連接設備)	4	4	4	4
	13A Twin Socket Outlet (Has Been Reserved for Connection to Appliance) 13安培雙位電插座 (預留用作連接設備)	1	1	1	1
Balcony 露台	Weatherproof 13A Single Socket Outlet 防水13安培單位電插座	1	1	1	1
A/C Platform 空調機平台	Connection Point For A/C Outdoor Unit 室外冷氣機接駁點	2	2	2	2

Notes:

- 1. 1, 2,.. as shown in the above table denotes "the quantity of such provisions provided".
- 2 The symbol "/" as shown in the above table denotes "no such room" in the unit.

- 1. 上表1,2,.. 代表提供的裝置數量。
- 2. 上表"/"代表單位沒有此房間。

Schedule of Mechanical & Electrical Provisions for Residential Units 住宅單位機電裝置及數量說明表

JESSVILLE	MANOR JESSVILLE 大宅				
Floor 樓層		G /F 地下	G/F 地下	1 /F 1 樓	1/F 1樓
Unit 單位		Unit A A單位	Unit B B單位	Unit A A單位	Unit B B單位
Location 位置	Description 描述				
	Video Door Phone 可視對講系統	1	1	1	1
	1-Gang 1-Way Lighting Switch 單位單控燈掣	4	1	2	2
	1-Gang 2-Way Lighting Switch 單位雙控燈掣	3	2	-	-
	2-Gang 1-Way Lighting Switch 雙位單控燈掣	2	2	3	2
	2-Gang 2-Way Lighting Switch 雙位雙控燈掣	2	-	2	2
Living Room,	3-Gang 1-Way Lighting Switch 三位單控燈掣	-	1	-	1
Dining Room & Corridor 客廳、飯廳及	Switch for Electrical Device 電器開關掣	4	2	4	4
走廊	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	3	3	3	3
	13A Single Socket Outlet 13 安培單位電插座	3	-	2	1
	13A Twin Socket Outlet 13 安培雙位電插座	15	14	14	12
	TV/FM Outlet 電視/電台天線插座	2	2	2	2
	Telephone Outlet 電話插座	2	2	2	2
	1-Gang 1-Way Lighting Switch 單位單控燈掣	1	2	1	1
	2-Gang 1-Way Lighting Switch 雙位單控燈掣	1	1	1	1
	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	1	1	1
Bedroom 1	Switch for Electrical Device 電器開關掣	2	2	3	3
睡房 1	13A Single Socket Outlet 13 安培單位電插座	-	-	1	1
	13A Twin Socket Outlet 13 安培雙位電插座	6	7	6	6
	TV/FM Outlet 電視/電台天線插座	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1

JESSVILLE MANOR JESSVILLE 大宅					
Floor 樓層	Floor樓層			1/F 1樓	1 /F 1 樓
Unit 單位		Unit A A單位	Unit B B單位	Unit A A單位	Unit B B單位
Location 位置	Description 描述				
	1-Gang 1-Way Lighting Switch 單位單控燈掣	1	1	1	1
	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	1	1	1
Bedroom 2 睡房 2	13A Twin Socket Outlet 13 安培雙位電插座	5	5	5	5
	TV/FM Outlet 電視/電台天線插座	1	1	1	1
-	Telephone Outlet 電話插座	1	1	1	1
	1-Gang 1-Way Lighting Switch 單位單控燈掣	1	1	1	1
-	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	1	1	1
Bedroom 3 睡房 3	13A Twin Socket Outlet 13 安培雙位電插座	3	4	3	6
-	TV/FM Outlet 電視/電台天線插座	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1
	1-Gang 1-Way Lighting Switch 單位單控燈掣	/	/	/	1
	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	/	/	/	1
Bedroom 4 睡房 4	13A Twin Socket Outlet 13 安培雙位電插座	/	/	/	4
	TV/FM Outlet 電視/電台天線插座	/	/	/	1
	Telephone Outlet 電話插座	/	/	/	1

Notes:

- 1. The symbol "-" as shown in the above table denotes "Not provided".
- 2. 1, 2,.. as shown in the above table denotes "the quantity of such provisions provided".
- 3 The symbol "/" as shown in the above table denotes "no such room" in the unit.

- 1. 上表"-"代表不提供。
- 2. 上表1,2,.. 代表提供的裝置數量。
- 3. 上表"/"代表單位沒有此房間。

Schedule of Mechanical & Electrical Provisions for Residential Units 住宅單位機電裝置及數量說明表

Floor 樓層		G/F 地下	G/F 地下	1/F 1樓	1/F 1樓
Unit 單位		Unit A A單位	Unit B B單位	Unit A A單位	Unit E B單位
Location 位置	Description 描述				
Bathroom 1 浴室 1	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1
Bathroom 2 浴室 2	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1
Bathroom 3 浴室 3	13A Single Socket Outlet 13 安培單位電插座	1	/	1	1
	1-Gang 1-Way Lighting Switch 單位單控燈掣	-	-	-	1
	2-Gang 2-Way Lighting Switch 雙位雙控燈掣	-	1	2	1
	Switch for Electrical Device 電器開闢掣	1	1	2	2
	13A Twin Socket Outlet 13 安培雙位電插座	5	5	5	8
	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	1	1	2
	TV/FM Outlet 電視/電台天線插座	1	1	1	1
Kitchen 廚房	Telephone Outlet 電話插座	1	1	-	1
	13A Single Socket Outlet (Has Been Used for Connection to Appliance) 13 安培單位電插座 (已用作連接設備)	2	2	1	1
	13A Twin Socket Outlet (Has Been Used for Connection to Appliance) 13 安培雙位電插座 (已用作連接設備)	1	1	1	1
	13A Single Socket Outlet (Has Been Reserved for Connection to Appliance) 13 安培單位電插座 (預留用作連接設備)	-	-	-	1
	13A Twin Socket Outlet (Has Been Reserved for Connection to Appliance) 13 安培雙位電插座 (預留用作連接設備)	-	-	-	1

JESSVILLE 1	MANOR JESSVILLE 大宅				
Floor 樓層		G/F 地下	G/F 地下	1/F 1樓	1/F 1樓
Unit 單位		Unit A A單位	Unit B B單位	Unit A A單位	Unit B B單位
Location 位置	Description 描述				
Garden 花園	Weatherproof Single Socket Outlet 防水單位電插座	2	3	/	/
Verandah 陽台	Weatherproof 13A Single Socket Outlet 防水13 安培單位電插座	2	2	2	2
Store Room (for Unit A on G/F and Unit A	1-Gang 1-Way Lighting Switch 單位單控燈掣	1	/	1	2
on 1/F only) / Store room near Utility Room	Switch for Electrical Device 電器開關掣	-	/	-	1
(for Unit B on 1/F) 儲物室	13A Twin Socket Outlet 13 安培雙位電插座	3	/	3	1
(適用於地下 A單位及1樓 A單位)/鄰近	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	/	1	1
多功能房的 儲物室 (適用於1樓 B單位)	Telephone Outlet 電話插座	1	/	-	-
Store Room near Living Room,	1-Gang 1-Way Lighting Switch 單位單控燈掣	/	/	/	1
Dining Room (for Unit B on 1/F) 鄰近客廳, 飯廳的儲物室	MCB Distribution Board 配電箱	/	/	/	1
(適用於1樓 B單位)	13A Twin Socket Outlet 13 安培雙位電插座	/	/	/	1

Notes

- 1. The symbol "-" as shown in the above table denotes "Not provided".
- 2. 1, 2,.. as shown in the above table denotes "the quantity of such provisions provided".
- 3 The symbol "/" as shown in the above table denotes "no such room" in the unit.

- 1. 上表"-"代表不提供。
- 2. 上表1,2,.. 代表提供的裝置數量。
- 3. 上表"/"代表單位沒有此房間。

Schedule of Mechanical & Electrical Provisions for Residential Units 住宅單位機電裝置及數量說明表

JESSVILLE	MANOR JESSVILLE 大宅				
Floor 樓層		G/F 地下	G/F 地下	1/F 1樓	1/F 1樓
Unit 單位		Unit A A單位	Unit B B單位	Unit A A單位	Unit B B單位
Location 位置	Description 描述				
	1-Gang 1-Way Lighting Switch 單位單控燈掣	1	-	1	-
	2-Gang 1-Way Lighting Switch 雙位單控燈掣	1	1	1	1
	2-Gang 2-Way Lighting Switch 雙位雙控燈掣	-	1	-	-
	Switch for Electrical Device 電器開關掣	2	-	3	1
	13A Single Socket Outlet 13 安培單位電插座	-	-	-	1
Utility Room 多功能房	13A Twin Socket Outlet 13 安培雙位電插座	2	2	2	2
	Connection Point for Washing Machine 洗衣機接駁點	1	1	1	1
	13A Single Socket Outlet (Has Been Reserved for Connection to Appliance) 13 安培單位電插座 (預留用作連接設備)	-	2	-	2
	13A Twin Socket Outlet (Has Been Reserved for Connection to Appliance) 13 安培雙位電插座 (預留用作連接設備)	1	-	1	-
	MCB Distribution Board 配電箱	1	1	1	-

JESSVILLE MANOR JESSVILLE 大宅						
Floor 樓層		G/F 地下	G/F 地下	1/F 1樓	1/F 1樓	
Unit 單位		Unit A A單位	Unit B B單位	Unit A A單位	Unit B B單位	
Location 位置	Description 描述					
	1-Gang 1-Way Lighting Switch 單位單控燈掣	1	-	1	/	
	1-Gang 2-Way Lighting Switch 單位雙控燈掣	-	1	-	/	
Maid Room 工人房	Connection Point for A/C Indoor Unit 室內冷氣機接駁點	1	1	1	/	
	13A Twin Socket Outlet 13 安培雙位電插座	2	1	2	/	
	Switch for Electrical Device 電器開關掣	-	2	-	/	
Roof 天台	Connection Point for A/C Outdoor Unit 室外冷氣機接駁點	2	2	2	3	

- 1. The symbol "-" as shown in the above table denotes "Not provided".
- 2. 1, 2,.. as shown in the above table denotes "the quantity of such provisions provided".
- 3 The symbol "/" as shown in the above table denotes "no such room" in the unit.

- 1. 上表"-"代表不提供。
- 2. 上表1,2,...代表提供的裝置數量。 3. 上表"/"代表單位沒有此房間。

23 SERVICE AGREEMENTS 服務協議

Electricity is supplied by Hong Kong Electric Co Ltd.

Potable water is supplied by Water Supplies Department.

Towngas is supplied by The Hong Kong and China Gas Company Limited.

電力由香港電燈有限公司供應。 食水由水務署提供。 煤氣由香港中華煤氣有限公司供應。

24 GOVERNMENT RENT 地稅

The vendor (owner) is lilable for the Government Rent payable for each residential property up to and including the date of completion of the sale and purchase of the relevant residential property (i.e. the date of Assignment of the relevant residential property).

賣方(擁有人)有法律責任繳付有關住宅物業直至住宅物業買賣完成日(即有關住宅物業之轉讓契日期包括該日)為止之地稅。

25 MISCELLANEOUS PAYMENTS BY PURCHASER 買方的雜項付款

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

Note:

On that delivery, the purchaser shall pay to the manager and not to the vendor (the owner) of the Development under the Deed of Mutual Covenant and Management Agreement the debris removal fee, and where the vendor has paid that debris removal fee, the purchaser shall reimburse the Vendor for the same.

- 1. 在向買方交付指明住宅物業在空置情況下的管有權時,買方須負責向賣方補還水及電力的按金。
- 2. 在交付時,買方不須向賣方(擁有人)支付清理廢料的費用。

備註:

在交付時,買方需根據公契及管理協議向發展項目管理人而非賣方(擁有人)繳付清理廢料的費用,而如 賣方已支付清理廢料的費用,買方須向賣方補還清理廢料的費用。

26 DEFECT LIABILITY WARRANTY PERIOD 欠妥之處的保養責任期

Under the agreement for sale and purchase, the defect liability warranty period for the specified residential property and the fittings, finshes and appliances as provided in the agreement for sale and purchase is within 6 months from the date of completion of the sale and purchase.

按買賣合約的規定, 指明住宅物業及買賣合約所列出的裝置、裝修物料及設備之欠妥之處的保養責任期為指明住宅物業之買賣成交日期起計6個月內。

27 MAINTENANCE OF SLOPES 斜坡維修

1. The Land Grant requires the owners of the residential properties in the Development to maintain slopes at their costs.

- 1.1 Terms of the requirement:
- (i) Clause (32)(a) of the Second Schedule to the Modification Letter stipulates that:-

"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 said piece or parcel of ground 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 said piece or parcel of ground or any part thereof or any other works required to be done by the Lessee under the covenants and conditions herein contained, or for any other purpose, the Lessee 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 said piece or parcel of ground and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times during the term hereby 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."

- (ii) Clause (33) of the Second Schedule to the Modification Letter stipulates that:-
 - "(a) The Lessee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the areas shown coloured green hatched black on the plan marked "PLAN B" annexed hereto (hereinafter collectively referred to as "the Green Hatched Black Areas") as the Director in his absolute discretion may require and shall, at all times during the term hereby granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Areas including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Areas at any time during the term hereby granted, the Lessee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Lessee), have also been affected. The Lessee shall indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away. The Lessee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Areas and, subject to the prior written approval of the Director, the Lessee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of the covenants and conditions herein contained, the Director may at any time by notice in writing call upon the Lessee to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Lessee shall on demand repay to the Government the cost thereof.

- (b) Notwithstanding sub-clause (a) of this Clause, the obligations and rights of the Lessee in respect of the Green Hatched Black Areas or any part thereof under this Clause shall absolutely determine upon the Government giving to the Lessee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Lessee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of the sub-clause (a) of this Clause."
- 1.2 Each of the owners is obliged to contribute towards the costs of the maintenance work.
- 1.3 A plan showing the slope and retaining wall or related structures constructed, or to be constructed, within or outside the lot on which the Development is situated is shown at the end of this section.
- 1.4 Clause 10.11 of the latest draft Deed of Mutual Covenant stipulates that :
 - "(a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director of Lands and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with the "Geoguide 5 Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the maintenance manual for the Slopes and Retaining Walls ("the Slope Maintenance Manual") prepared in accordance with such Geoguide 5.
 - (b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, the reference to "the Manager" includes the Owners' Corporation, if formed."
- 2. Owner's undertaking to maintain any slope in relation to the Development at the owner's own cost Not applicable.

27 MAINTENANCE OF SLOPES 斜坡維修

- 1. 「批地文件」規定「發展項目」内住宅物業的擁有人須自費維修斜坡。
 - 1.1 該項規定的條款:
 - (i) 「批地條款修訂書」第二附錄第(32)(a) 條訂明:

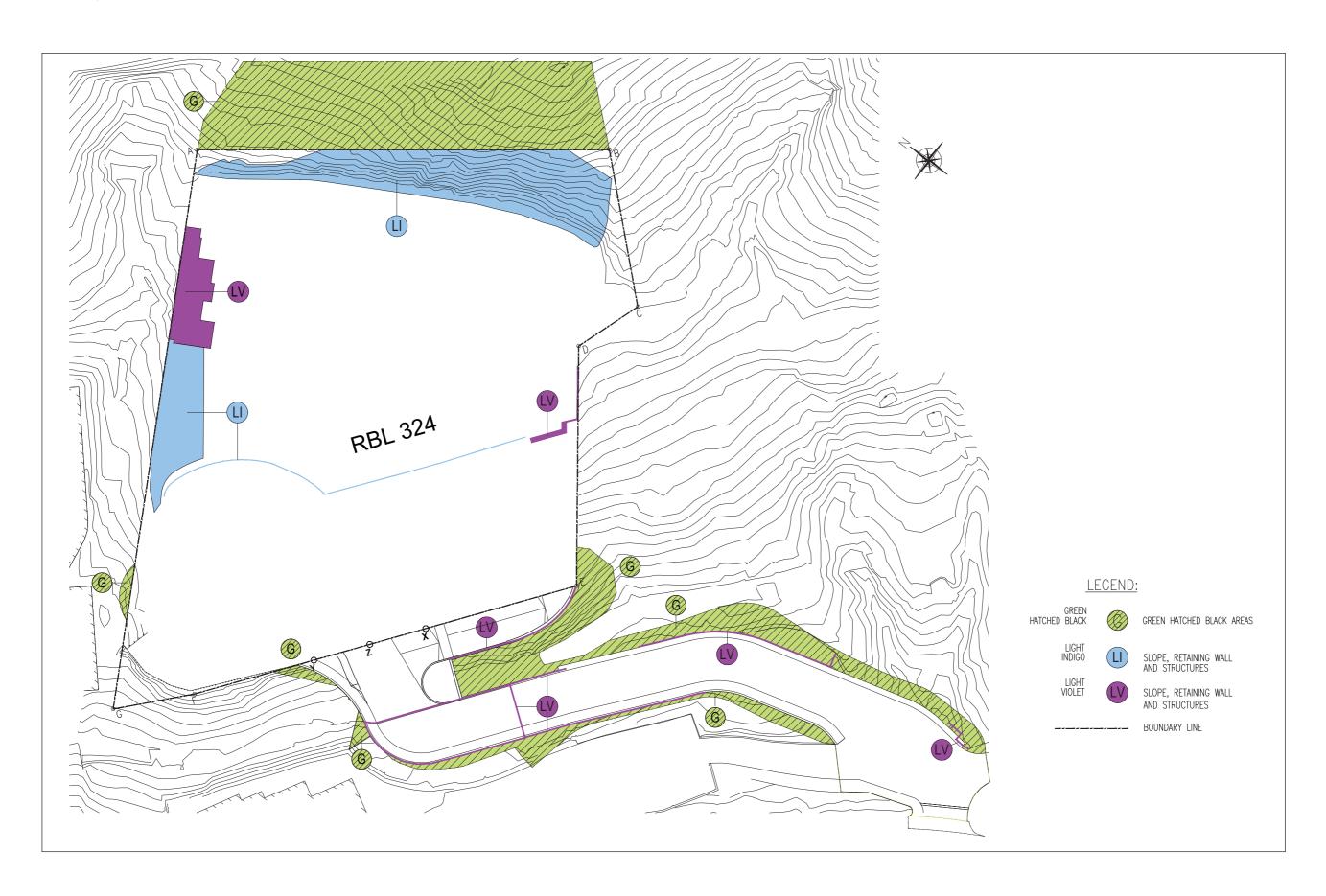
『如該一方或一塊土地或任何「政府」土地現時或以往曾經配合或因應該一方或一塊土地或其任何部分的平整、水準測量或發展事宜進行削土、移土或土地後移工程,或建造或填土工程,或任何性質的斜坡處理工程,或本文契諾與條件或因應其他用途而規定「承租人」執行的其他工程,則不論事前是否獲「署長」書面同意,「承租人」亦須在當時或嗣後任何時間,按需要自費進行和建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水結構或附屬工程或其他工程,以保護及支撐該一方或一塊土地內的土地和任何毗連或毗鄰「政府」土地或已批租土地,同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。「承租人」應在本文協定的批租年期內時刻自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水結構、輔助工程或其他工程,以保持其修繕妥當及狀況良好,令「署長」滿意。』

- (ii) 「批地條款修訂書」第二附錄第(33)條訂明:
 - 『(a) 「承租人」應依照「署長」全權酌情指定,自費以「署長」滿意的方式在本文所夾 附"PLAN B"圖則以綠色間黑斜線顯示的範圍(以下統稱「綠色間黑斜線範圍」)進行及完成 土力勘探工程和斜坡處理、山泥傾瀉預防、減緩及修補工程。此外,「承租人」並須在本文協定 的整個批租年期內,自費以「署長」滿意的方式維修「綠色間黑斜線範圍」,以保持其修繕妥當 及狀況良好,包括在該處執行所有土地、斜坡處理工程、護土結構、排水結構及其他工程。倘於 本文協定的批租年期內任何時間「綠色間黑斜線範圍」發生山泥傾瀉、地陷或滑土,「承租人」 須以「署長」滿意的方式自費還原和修復「綠色間黑斜線範圍」及「署長」認為(其決定將作終論 並對「承租人」約束)同樣受影響的任何毗連或毗鄰地方。如因山泥傾瀉、地陷或滑土招致任何 索償、訴訟、費用、損害及開支,「承租人」須向「政府」、其代理及承辦商作出彌償。此外,「承租 人」並須時刻確保無任何人等在「綠色間黑斜線範圍」非法挖掘或傾倒廢物。如事前獲「署長」 書面批准,「承租人」可架設圍欄或其他屏障防止非法挖掘或傾倒廢物的活動。倘有違反本文 訂明的契諾與條件的情況,「署長」除可行使任何其他應有權利或補償權外,並可隨時以書面 通知「承租人」執行任何土力勘探工程及斜坡處理、山泥傾瀉預防、減緩及補救工程,並且維 修、還原和修復任何受山泥傾瀉、地陷或滑土影響的土地、構築物或工程。倘「承租人」疏忽或 不按照通知在通知指定期限內以「署長」滿意的方式採取措施,「署長」可在期限屆滿後執行及 進行任何必要的工程,「承租人」須在「政府」要求時償付相關的費用。
 - (b) 儘管有本條 (a) 款之規定,如「政府」向「承租人」發出相關通知,本條所訂「承租人」就「綠色間黑斜線範圍」或其任何部分擁有的責任及權利即絕對終止。如權責終止令「承租人」蒙受或招致任何損失、損害、滋擾或開支,「承租人」概不可向「政府」、「署長」或其授權的人員申索賠償。然而,權責終止概不妨礙「政府」就任何之前已發生的違反、不遵守或不履行本條(a)款規定事件行使任何應有的權利或補償權。』
- 1.2 每名擁有人均有責任分擔維修工程的費用。
- 1.3 本節末尾顯示「發展項目」所在的該地段之内或之外的斜坡及已建或將建護土牆或相關構築物之圖則。

- 1.4 「公契」最新擬稿的第10.11條訂明:
- 『(a) 「業主」應自費按照「政府批地書」的要求及土力工程處發出的《岩土指南第五冊-斜坡維修指南》 (以不時修訂或替代的版本為準)和依據《岩土指南第五冊》製備的「斜坡及護土牆」維修手冊 (「斜坡維修手冊」),以地政總署署長滿意的方式維修「斜坡及護土牆」以保持其修繕妥當及狀況 良好,並就「斜坡及護土牆」進行所有相關工程。
- (b) 「管理人」獲得「業主」全面授權聘請適當的合資格人士,在遵守「政府批地書」的條件之情況下並按照「斜坡維修手冊」以及「政府」相關部門就「斜坡及護土牆」的維修而不時發出的所有指引,檢查、維持及維修「斜坡及護土牆」以保持其修繕妥當及狀況良好,並就「斜坡及護土牆」進行任何必要的工程。就本款而言,提及「管理人」之處包括指「業主立案法團」(如已成立)。』
- 2. 擁有人自費就「發展項目」維修任何斜坡的承諾

不適用。

27 MAINTENANCE OF SLOPES 斜坡維修



28 MODIFICATION 修訂

No application to the Government for a modification of the Land Grant for this Development is underway.

本發展項目現時並沒有向政府提出申請修訂批地文件。

29 WEBSITE OF THE DEVELOPMENT 發展項目之互聯網網站

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

www.jessville.com.hk

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

30 INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING 申請建築物總樓面面積寬免的資料

Breakdown of Gross Floor Area (GFA) Concessions Obtained for All Features

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

		Area (m²) 面積 (平方米)
	Disregarded GFA under Building (Planning) Regulations 23(3)(b) 根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積	
1.	Carpark and loading/ unloading area excluding public transport terminus 停車場及上落客貨地方(公共交通總站除外)	540.800
2.	Plant rooms and similar services 機房及相類設施	
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers(PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》(《作業備考》) 或規例限制的強制性設施或必要機房,例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等	117.505
2.2	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積不受任何《作業備考》或規例限制的強制性設施或必要機房,例如僅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	662.306
2.3	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc. 非強制性或非必要機房,例如空調機房、送風櫃房等	55.188
	Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第1及第2號提供的環保設施	
3.	Balcony 露台	49.924
4.	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	14.700
5.	Communal sky garden 公用空中花園	Not applicable 不適用

獲寬免總樓面面積的設施分項

於印製售樓說明書前呈交予並已獲建築事務監督批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料,請見下表。如印製售樓說明書時尚未呈交最終修訂圖則予建築事務監督,則有(#)號的資料可以由認可人士提供的資料作為基礎。直至最終修訂圖則於發出佔用許可證前呈交予並獲建築事務監督批准前,以下分項資料仍可能有所修改。

		Area (m²) 面積 (平方米)
	Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第1及第2號提供的環保設施	
6.	Acoustic fin 隔聲鰭	Not applicable 不適用
7.	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	Not applicable 不適用
8.	Non-structural prefabricated external wall 非結構預製外牆	Not applicable 不適用
9.	Utility platform 工作平台	21.000
10.	Noise barrier 隔音屏障	Not applicable 不適用
	Amenity Features 適意設施	
11.	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office 管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衞室和廁所,以及業主立案法團辦事處	17.432
12.	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities 住戶康樂設施,包括僅供康樂設施使用的中空空間、機房、游泳池的濾水機房、有蓋人行道等	259.182
13.	Covered landscaped and play area 有蓋園景區及遊樂場地	95.192
14.	Horizontal screens/covered walkways and trellis 横向屏障 / 有蓋人行道及花棚	20.074
15.	Larger lift shaft 擴大升降機槽	Not applicable 不適用

30 INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING 申請建築物總樓面面積寬免的資料

		Area (m²) 面積 (平方米)
	Amenity Features 適意設施	
16.	Chimney shaft 煙囪管道	Not applicable 不適用
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要機房,例如鍋爐房、衛星電視共用天線房	Not applicable 不適用
18.	Pipe duct, air duct for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽及氣槽	66.421
19.	Pipe duct, air duct for non-mandatory or non-essential plant room 非強制性設施或非必要機房所需的管槽及氣槽	19.766
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	Not applicable 不適用
21.	Void in duplex domestic flat and house 複式住宅單位及洋房的中空空間	Not applicable 不適用
22.	Sunshade and reflector 遮陽篷及反光罩	Not applicable 不適用
23.	Minor projection such as A/C box, A/C platform, window cill and projecting window 小型伸出物,例如空調機箱、空調機平台、窗檻及伸出的窗台	46.872
24.	Other projection such as A/C box and platform not covered in paragraph 3(b) and (c) of PNAP APP-19 《作業備考》APP-19 第 3(b)及(c)段沒有涵蓋的其他伸出物,如空調機箱及空調機平台	Not applicable 不適用

		Area (m²) 面積 (平方米)
	Other Exempted Items 其他項目	
25.	Refuge floor including refuge floor cum sky garden 庇護層,包括庇護層兼空中花園	Not applicable 不適用
26.	Covered area under large projecting/ overhanging feature 大型伸出/外懸設施下的有蓋地方	44.017
27.	Public transport terminus 公共交通總站	Not applicable 不適用
28.	Party structure and common staircase 共用構築物及公用樓梯	Not applicable 不適用
29.	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道 的水平面積	Not applicable 不適用
30.	Public passage 公眾通道	Not applicable 不適用
31.	Covered set back area 有蓋的後移部分	Not applicable 不適用
	Bonus GFA 額外總樓面面積	
32.	Bonus GFA 額外總樓面面積	Not applicable 不適用
	Additional Green Features under Joint Practice Note (No. 8) 根據聯合作業備考 (第 8 號)提供的額外環保設施	
33.	Buildings adopting Modular Integrated Construction 採用「組裝合成」建築法的樓宇	Not applicable 不適用

Note:

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

備註:

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

30 INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

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

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.

FINAL RATING UNCLASSIFIED



Application no.: FAU0012/22

緑色建築認證

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

最終評級 不予評級



申請編號: FAU0012/22

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部份	
Provision of Central Air Conditioning	Yes
提供中央空調	是
Provision of Energy Efficient Features	No
提供具能源效益的設施	否
Energy Efficient Features proposed:	N/A
擬安裝的具能源效益的設施:-	不適用

PART II: THE PREDICTED ANNUAL ENERGY USE OF THE PROPOSED BUILDING / PART OF BUILDING (Note 1) 第II部份: 擬興建樓宇 / 部分樓宇預計每年能源消耗量(註腳1) Annual Energy Use of Baseline Building (Note 2) **Annual Energy Use of Proposed Building** 基線樓宇(註腳2)每年能源消耗量 擬興建樓宇每年能源消耗量 **Internal Floor Type of Development** Location Area Served (m²) Town Gas/LPG Electricity Town Gas/LPG **Electricity** 發展項目類型 位置 使用有關裝置的內部 kWh/m²/annum kWh/m²/annum unit/m²/annum unit/m²/annum 樓面面積(平方米) 煤氣/石油氣 煤氣/石油氣 千瓦小時/平方米/年 用量單位/平方米/年 千瓦小時/平方米/年 用量單位/平方米/年 Areas served by Central building Domestic Development N/A N/A services installation (Note 3) 272 1325 294 不適用 不適用 住用發展項目 有使用中央屋宇裝備裝置(註腳3)的部份 Area served by Central building Non-domestic Development (Note 4) N/A N/A services installation (Podium) 4488 52.9 52.9 非住用發展項目(註腳 4) 不適用 不適用 有使用中央屋宇裝備裝置的部份(平台)

30 INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING 申請建築物總樓面面積寬免的資料

PART III: THE FOLLOWING INSTALLATIONS A ELECTRICAL & MECHANICAL SERVICES DEPA 第111部份: 以下裝置乃按機電工程署公布的相關	ARTMENT (EMSD)	RELEVANT CODES OF PRACTICES	PUBLISHED BY THE
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		✓	

Note:

- 1. In general, the lower the estimated "Annual Energy Use" of the building, the more efficient of the building in terms of energy use. For example, if the estimated "annual energy use of proposed building" is less than the estimated "annual energy use of baseline building", it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.
 - The predicted annual energy use, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the development by the internal floor area served, where:-
 - (a) "total annual energy use" has the same meaning of "annual energy use" in the BEAM Plus New Buildings (current version); and
 - (b) "internal floor area", in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- 2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" in the BEAM Plus New Buildings (current version).
- 3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation issued by the Electrical and Mechanical Services Department.
- 4. Podium(s) normally means the lowest part of the development (usually the lowest 15m of the development and its basement, if any) carrying different use(s) from that of the tower(s) above. For development without clear demarcation between podium(s) and tower(s), the development, as a whole, should be considered as tower(s).

- 1. 一般而言,一棟樓宇的預計"每年能源消耗量"愈低,其節約能源的效益愈高。如一棟樓宇預計的"每年能源消耗量"低於該樓宇的"基線樓宇每年能源消耗量",則代表預計該樓宇的能源應用較其基線樓宇 有效,削減幅度愈大則代表有關樓宇能源節約的效益愈高。
 - 預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算〕,指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商,其中:
 - (a) "每年能源消耗量"與新建樓宇 BEAM Plus 標準(現行版本)中的「年能源消耗」具有相同涵義;及
 - (b) 樓宇、空間或單位的"內部樓面面積",指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- 2 "基準樓字"與新建樓字 BEAM Plus 標準(現行版本)中的"基準建築物模式(零分標準)"具有相同涵義。
- 3. "中央屋宇裝備裝置"與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。
- 4. 平台一般指發展項目的最低部分(通常為發展項目最低15米部分及其地庫(如適用)),並與其上的塔樓具有不同用途。對於並無明確劃分平台與塔樓的發展項目,應視整個發展項目為塔樓。

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 on which the Sales Brochure is printed: 25 October 2023 售樓說明書印製日期: 2023年10月25日

