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璟 STERLING

PHASE 2 第2期 | TOWER 5 第5座

SALES BROCHURE
售樓說明書



NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

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

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.

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.

- 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 –

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

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

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

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- whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;
- the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
- interior and exterior fittings and finishes and appliances;
- the basis on which management fees are shared;
- whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
- whether individual owners have responsibility to maintain slopes.

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

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

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

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

8. Register of Transactions

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

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor’s right to alter the building plans (if any) for an uncompleted development. The mandatory provisions to be incorporated in an ASP for uncompleted development as required by the Ordinance include a provision requiring the vendor to notify the purchaser in

writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Building Authority.

- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors’ firm responsible for stakeholding purchasers’ payments for the property.

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.

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- 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.
- 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.

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.

- 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.

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- Ask the vendor if there are any questions on handing over date.

For first-hand completed residential properties

16. Vendor's information form

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

17. Viewing of property

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

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

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

Other useful contacts:

Consumer Council

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

Estate Agents Authority

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

Real Estate Developers Association of Hong Kong

Telephone	: 2826 0111
Fax	: 2845 2521

Sales of First-hand Residential Properties Authority
March 2023

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¹。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》（第621章）（下稱「條例」），賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i) 露台；(ii) 工作平台；以及 (iii) 陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部 and 內部尺寸²。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境（包括交通和社區設施）；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則（如有的話），因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。

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。

- 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，關於相當可能對享有有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
- 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
- 室內和外部的裝置、裝修物料和設備；
- 管理費按甚麼基準分擔；
- 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
- 小業主是否須要負責維修斜坡。

6. 政府批地文件和公契

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

7. 售樓處內有關可供揀選住宅物業的資料

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

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。

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

- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

9. 買賣合約

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

10. 表達購樓意向

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

11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/名稱。

- 您可委託任何地產代理（不一定是賣方所指定的地產代理），以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。
- 委託地產代理以物色物業前，您應該 —
 - 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；
 - 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及
 - 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局的網頁（網址：www.eaa.org.hk），查閱牌照目錄。

12. 委聘律師

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

適用於一手未落成住宅物業

13. 預售樓花同意書

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

14. 示範單位

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

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

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

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。

- 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
- 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的 14 日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

適用於一手已落成住宅物業

16. 賣方資料表格

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

17. 參觀物業

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

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

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

其他相關聯絡資料：

消費者委員會

網址	: www.consumer.org.hk
電話	: 2929 2222
電郵	: cc@consumer.org.hk
傳真	: 2856 3611

地產代理監管局

網址	: www.eaa.org.hk
電話	: 2111 2777
電郵	: enquiry@eaa.org.hk
傳真	: 2598 9596

香港地產建設商會

電話	: 2826 0111
傳真	: 2845 2521

一手住宅物業銷售監管局
2023 年 3 月

INFORMATION ON THE PHASE

期數的資料

Name of the Phase

THE STERLING (the "Development"), Phase 2 of which is called "THE STERLING II" (the "Phase")

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

8 Fat Tseung Street West

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

The Phase consists of 1 multi-unit building

Total number of storeys of each multi-unit building

41 storeys

Note:

- The above number of storeys includes podium floors (G/F, 1/F and 2/F) and Refuge Floor.
- The above number of storeys does not include basement floor (B2/F & B1/F), Transfer Plate, Roof, Upper Roof 1, Upper Roof 2 and Top Roof.

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

B2/F, B1/F, G/F, 1/F, 2/F, 3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-43/F, 45/F-46/F, Roof, Upper Roof 1, Upper Roof 2 and Top Roof.

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

4/F, 13/F, 14/F, 24/F, 34/F and 44/F.

Refuge floors of each multi-unit building

22/F

The Phase is an uncompleted phase

- The estimated material date for the Phase as provided by the authorized person for the Phase is 25 December 2028.
- The estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.
- Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

Note:

"Material date" means the date on which the conditions of the land grant are complied with in respect of the Phase.

期數名稱

歡環 (「發展項目」) 的第2期稱為歡環II (「期數」)

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

發祥街西8號

備註：上述臨時門牌號數有待期數建成時確認。

期數包含1幢多單位建築物

每幢多單位建築物的樓層的總數

41層

備註：

- 上述樓層數目包括平台樓層（地下、1樓及2樓）及庇護層。
- 上述樓層數目不包括地庫樓層（地庫2樓及地庫1樓）、結構轉換層、天台、上層天台第一層、上層天台第二層及頂層天台。

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

地庫2樓、地庫1樓、地下、1樓、2樓、3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至43樓、45樓至46樓、天台、上層天台第一層、上層天台第二層及頂層天台。

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

4樓、13樓、14樓、24樓、34樓及44樓。

每幢多單位建築物內的庇護層

22樓

本期數屬未落成期數

- 由期數的認可人士提供該期數的預計關鍵日期為2028年12月25日。
- 預計關鍵日期是受到買賣合約所允許的任何延期所規限的。
- 根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為期數已落成或當作已落成（視屬何情況而定）的確證。

備註：

「關鍵日期」指批地文件的條件就期數而獲符合的日期。

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE PHASE

賣方及有參與期數的其他人的資料

Vendor

Dragon Rider Development Limited

(Remarks: The Vendor is incorporated in British Virgin Islands with limited liability.)

Holding companies of the vendor

China Resources (Holdings) Company Limited

China Resources Inc.

China Resources Company Limited

Authorized person for the Phase

Wong Chi Kin Kenneth

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

Ronald Lu & Partners (Hong Kong) Limited

Building contractor for the Phase

Gammon Engineering & Construction Company Limited

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

Grandall Zimmern Law Firm

Baker & McKenzie

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

China CITIC Bank International Limited

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

Champ Rider Limited

賣方

Dragon Rider Development Limited

(註：賣方為於英屬維爾京群島成立的有限責任公司)

賣方的控權公司

華潤（集團）有限公司

華潤股份有限公司

中國華潤有限公司

期數的認可人士

黃智健

期數的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

呂元祥建築師事務所（香港）有限公司

期數的承建商

Gammon Engineering & Construction Company Limited

就期數中的住宅物業的出售而代表擁有人行事的律師事務所

國浩律師（香港）事務所

貝克·麥堅時律師事務所

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構

中信銀行（國際）有限公司

已為期數的建造提供貸款的任何其他人

冠騎有限公司

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE

有參與期數的各方的關係

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

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE

有參與期數的各方的關係

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

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There will be non-structural prefabricated external walls forming part of the enclosing walls of the Phase.

期數將會有構成圍封牆的一部分的非結構的預製外牆。

The thickness of the non-structural prefabricated external walls of the building is 150mm.

該幢建築物的非結構的預製外牆的厚度為 150 毫米。

Schedule of Total Area of the Non-structural Prefabricated External Walls of Each Residential Property

每個住宅物業的非結構的預製外牆的總面積表

Tower 座數	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Tower 5(5A) 第5座(5A)	3/F 3樓	A	1.526
		B	0.255
		C	1.652
		D	0.761
		E	0.757
	5/F-12/F, 15/F-21/F, 23/F and 25/F-26/F 5樓至12樓、15樓至21樓、23樓及25樓至26樓	A	1.526
		B	0.255
		C	1.652
		D	0.761
		E	0.757
	27/F-33/F and 35/F-42/F 27樓至33樓及35樓至42樓	A	1.533
		B	0.255
		C	1.652
		D	0.761
		E	0.757
	43/F and 45/F 43樓及45樓	A	1.533
		B	0.255
		C	1.652
		D	0.761
		E	0.757
	46/F 46樓	A	1.533
		B	0.255
		C	1.652
		D	0.761
		E	0.757

Tower 座數	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Tower 5(5B) 第5座(5B)	3/F 3樓	A	0.611
		B	0.811
		C	0.684
		D	-
		E	-
		F	-
	5/F-12/F, 15/F-21/F, 23/F and 25/F-26/F 5樓至12樓、15樓至21樓、23樓及25樓至26樓	A	0.611
		B	0.811
		C	0.684
		D	-
		E	-
		F	-
	27/F-33/F and 35/F-42/F 27樓至33樓及35樓至42樓	A	0.611
		B	0.811
		C	0.684
		D	-
		E	-
		F	-
	43/F and 45/F 43樓及45樓	A	0.611
		B	0.811
		C	0.684
		D	-
		E	-
		F	-
	46/F 46樓	A	0.611
		B	0.811
		C	0.684
		D	-
		E	-
		F	-

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

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

The thickness of the curtain walls of the building is 200mm.
該幢建築物的幕牆的厚度為 200 毫米。

Schedule of Total Area of the Curtain Walls of each Residential Property
每個住宅物業的幕牆的總面積表

Tower 座數	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m) 每個住宅物業的幕牆的總面積 (平方米)
Tower 5(5A) 第5座(5A)	3/F 3樓	A	1.831
		B	1.548
		C	1.857
		D	1.345
		E	1.044
	5/F-12/F, 15/F-21/F, 23/F and 25/F-26/F 5樓至12樓、 15樓至21樓、23樓及 25樓至26樓	A	1.831
		B	1.548
		C	1.857
		D	1.345
		E	1.044
	27/F-33/F and 35/F-42/F 27樓至33樓及35樓至42樓	A	1.831
		B	1.548
		C	1.857
		D	1.345
		E	1.044
	43/F and 45/F 43樓及45樓	A	1.831
		B	1.548
		C	1.857
		D	1.345
		E	1.044
	46/F 46樓	A	1.831
		B	1.548
		C	1.857
		D	1.345
		E	1.044

Tower 座數	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m) 每個住宅物業的幕牆的總面積 (平方米)
Tower 5(5B) 第5座(5B)	3/F 3樓	A	1.714
		B	0.988
		C	0.859
		D	0.620
		E	0.559
		F	0.994
	5/F-12/F, 15/F-21/F, 23/F and 25/F-26/F 5樓至12樓、 15樓至21樓、23樓及 25樓至26樓	A	1.714
		B	0.988
		C	0.859
		D	0.620
		E	0.559
		F	0.994
	27/F-33/F and 35/F-42/F 27樓至33樓及35樓至42樓	A	1.729
		B	0.988
		C	0.859
		D	0.620
		E	0.559
		F	0.979
	43/F and 45/F 43樓及45樓	A	1.729
		B	0.988
		C	0.859
		D	0.620
		E	0.559
		F	0.979
	46/F 46樓	A	1.729
		B	0.988
		C	0.859
		D	0.620
		E	0.559
		F	0.979

INFORMATION ON PROPERTY MANAGEMENT

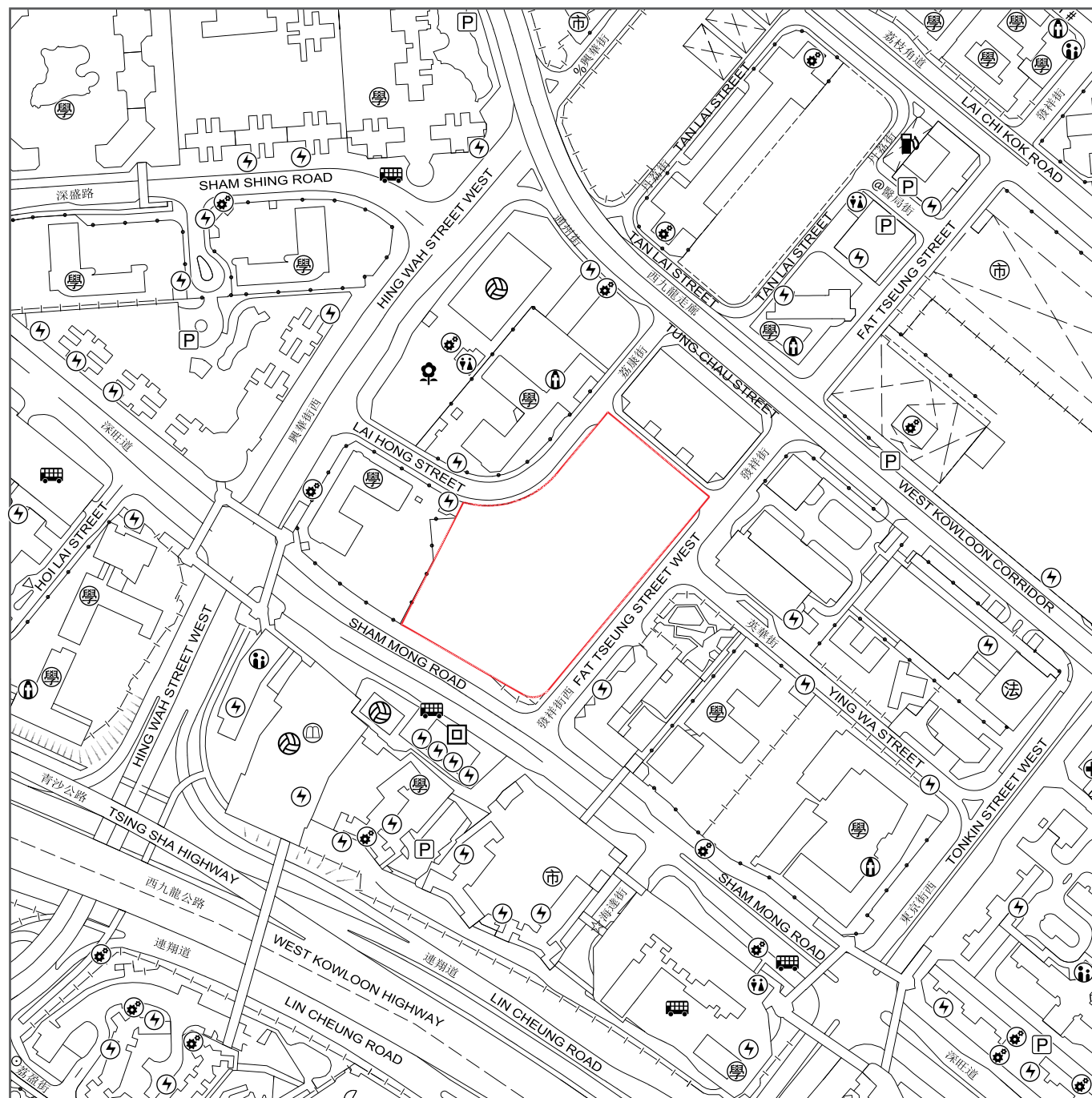
物業管理的資料

Nourish Virtue Property Management Limited will be appointed as the manager of the Phase under the latest draft deed of mutual covenant.

根據有關公契的最新擬稿，潤德物業管理有限公司將獲委任為期數的管理人。

LOCATION PLAN OF THE DEVELOPMENT

發展項目的所在位置圖



Location of the Development
發展項目的位置

Scale 比例：
0 50 100 150 200 250M/米

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

於發展項目的所在位置圖未能顯示之街道全名：

# FORTUNE STREET 幸福街	% HING WAH STREET 興華街	☆ HOI TAT STREET 海達街
@ YEE KUK STREET 醫局街	▽ HOI LAI STREET 海麗街	○ LAI YING STREET 荔盈街

The Location Plan is made with reference to the Survey Sheet Nos. T11-NW-A and T11-NW-B dated 13th August 2026 from Survey and Mapping Office of Lands Department with adjustments where necessary.

此位置圖是參考地政總署測繪處出版於2026年8月13日之測繪圖編號T11-NW-A及T11-NW-B所編製，並經修正處理。

Legend 圖例

Power plant (including electricity sub-stations) 發電廠 (包括電力分站)	Ventilation shaft for the Mass Transit Railway 香港鐵路通風井
Religious institution (including church, temple and Tsz Tong) 宗教場所 (包括教堂、廟宇及祠堂)	Judicial Facilities (including a Court and a Magistracy) 司法設施 (包括法院及裁判法院)
Public utility installation 公用事業設施裝置	Public transport terminal (including rail station) 公共交通總站 (包括鐵路車站)
School (including kindergarten) 學校 (包括幼稚園)	Public carpark (including lorry park) 公眾停車場 (包括貨車停泊處)
Market (including wet market and wholesale market) 市場 (包括濕貨市場及批發市場)	Library 圖書館
Sports facilities (including sports ground and swimming pool) 體育設施 (包括運動場及游泳池)	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)	A Petrol Filling Station 油站
	Clinic 診療所
	Public convenience 公廁

The Map is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.

地圖由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

Remarks:

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

備註：

1. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
2. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE PHASE

期數的鳥瞰照片

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



Adapted from the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo No. E260865C, date of flight: 13th September 2025.

摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號 E260865C，飛行日期：2025年9月13日。

● Location of the Phase
期數的位置

Remarks :

1. The aerial photograph is available for free inspection during normal office hours at the sales office.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Phase is irregular.

備註：

1. 該鳥瞰照片存於售樓處，於正常辦公時間內供免費查閱。
2. 由於期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

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AERIAL PHOTOGRAPH OF THE PHASE

期數的鳥瞰照片



● Location of the Phase
期數的位置

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Adapted from the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo No. E260864C, date of flight: 13th September 2025.

摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號 E260864C，飛行日期：2025年9月13日。

Remarks :

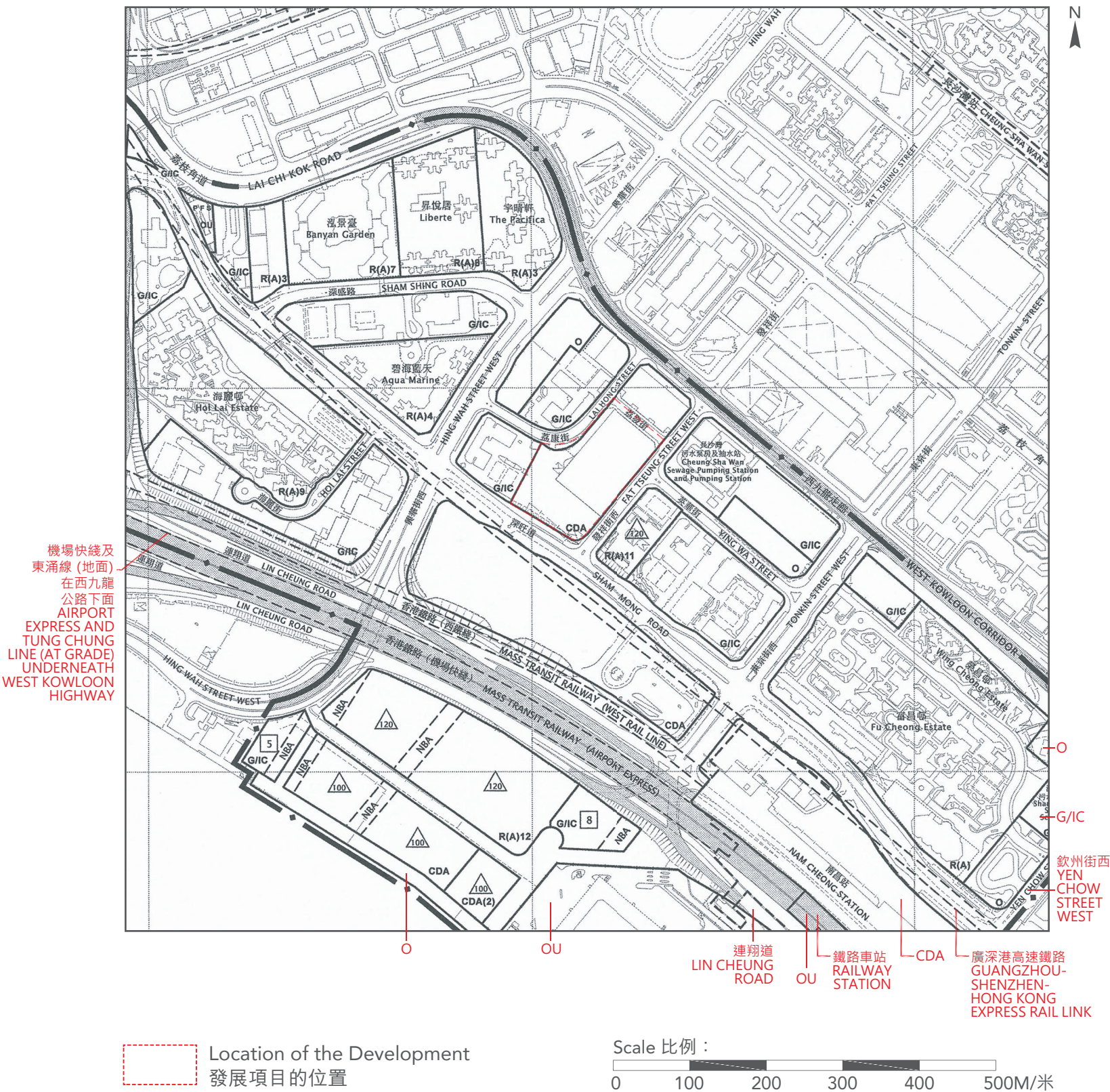
1. The aerial photograph is available for free inspection during normal office hours at the sales office.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Phase is irregular.

備註：

1. 該鳥瞰照片存於售樓處，於正常辦公時間內供免費查閱。
2. 由於期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

關於發展項目的分區計劃大綱圖等



Extracted from part of the Approved South West Kowloon (Kowloon Planning Area No.20) Outline Zoning Plan No. S/K20/30 gazetted on 3rd October 2014, with adjustments where necessary as shown in red.

摘錄自2014年10月3日刊憲之西南九龍(九龍規劃區第20區)分區計劃大綱核准圖,圖則編號S/K20/30,有需要經修正處理之處以紅色顯示。

Notation 圖例

ZONES 地帶

CDA	Comprehensive Development Area 綜合發展區
R(A)	Residential (Group A) 住宅(甲類)
G/I/C	Government, Institution or Community 政府、機構或社區

O	Open Space 休憩用地
OU	Other Specified Uses 其他指定用途

COMMUNICATIONS 交通

Station	Railway and Station (Underground) 鐵路及車站(地下)
Major Road and Junction	Major Road and Junction 主要道路及路口

Station	Railway and Station 鐵路及車站
Elevated Road	Elevated Road 高架道路

MISCELLANEOUS 其他

Boundary of Planning Scheme	規劃範圍界線
Maximum Building Height (in metres above Principal Datum)	最高建築物高度(在主水平基準上若干米)
NBA	Non-Building Area 非建築用地

8	Maximum Building Height (in number of storeys) 最高建築物高度(樓層數目)
PFS	Petrol Filling Station 加油站

Remarks :

1. The last updated version of the Outline Zoning Plan and the attached schedule as of the date of printing of the sales brochure are available for free inspection during normal office hours at the sales office.
2. The vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. This Outline Zoning Plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.

備註:

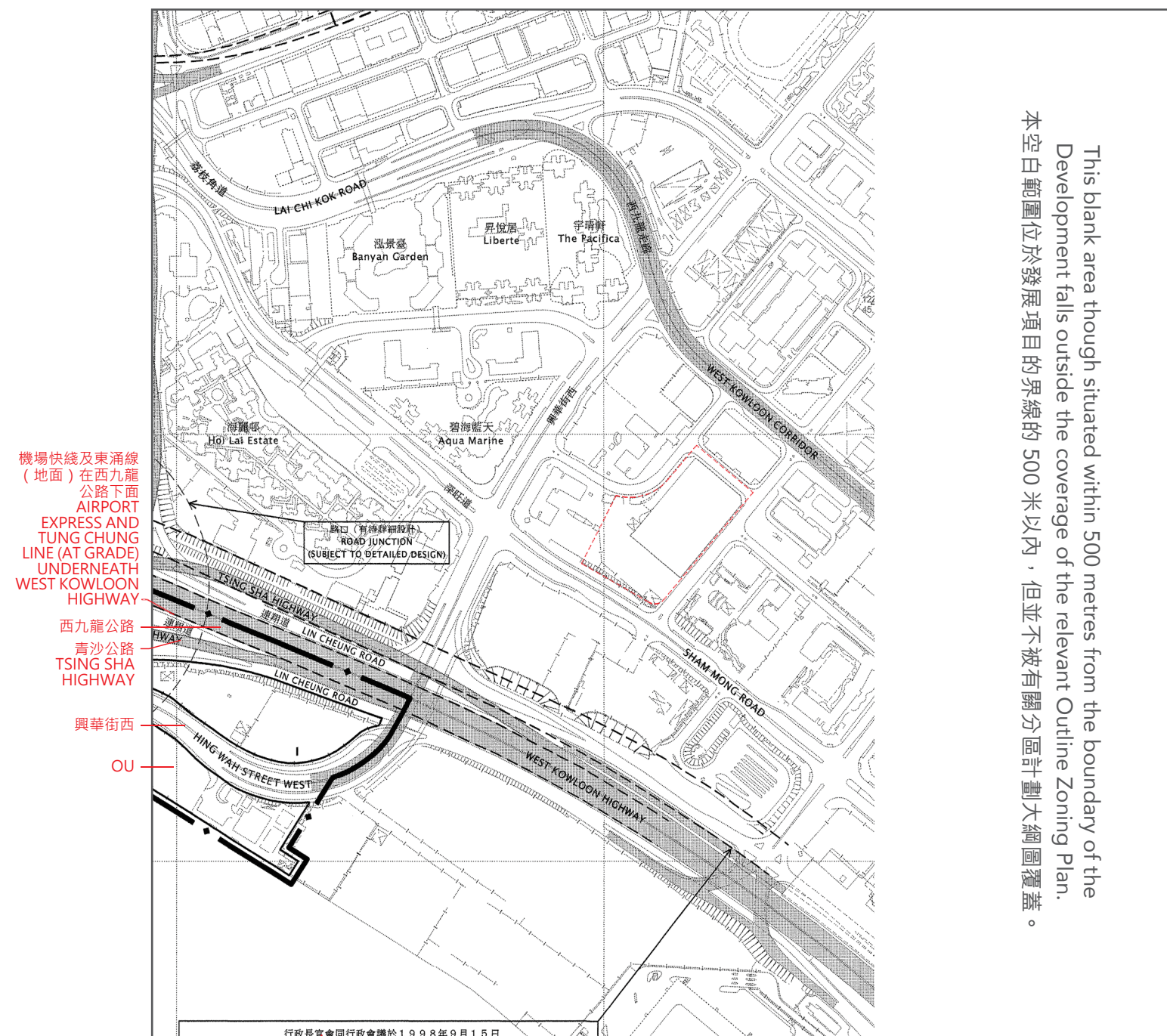
1. 在印製售樓說明書當日適用的最近更新版本分區計劃大綱圖及其附表存於售樓處,於正常辦公時間內供免費查閱。
2. 賣方建議準買方到該發展地盤作實地考察,以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 因發展項目的不規則界線引致的技術原因,此分區計劃大綱圖所顯示的範圍多於《一手住宅物業銷售條例》所要求。

The 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.

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。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

關於發展項目的分區計劃大綱圖等



This blank area though situated within 500 metres from the boundary of the Development falls outside the coverage of the relevant Outline Zoning Plan. 本空白範圍位於發展項目的界線的 500 米以內，但並不被有關分區計劃大綱圖覆蓋。

行政長官會同行政會議於 1998 年 9 月 15 日根據鐵路條例 (第 519 章) 批准西鐵第一期鐵路方案，有關方案的鐵路顯示在這份圖則上，只供參考之用。
THE RAILWAY AS DESCRIBED IN THE RAILWAY SCHEME FOR THE WEST RAIL (PHASE 1) AUTHORIZED BY THE CHIEF EXECUTIVE IN COUNCIL UNDER THE RAILWAYS ORDINANCE (CHAPTER 519) ON 15.9.1998 IS SHOWN ON THIS PLAN FOR INFORMATION ONLY.

Location of the Development
發展項目的位置

Scale 比例：
0 100 200 300 400 500M/米

Extracted from part of the Approved Stonecutters Island Outline Zoning Plan No. S/SC/10 gazetted on 23th September 2011, with adjustments where necessary as shown in red.

摘錄自 2011 年 9 月 23 日刊憲之昂船洲分區計劃大綱核准圖，圖則編號 S/SC/10，有需要經修正處理之處以紅色顯示。

Notation 圖例

ZONES 地帶

I Industrial 工業

OU Other Specified Uses
其他指定用途

COMMUNICATIONS 交通

—[Station]— Railway and Station (Underground)
鐵路及車站 (地下)

— Elevated Road
高架道路

— Major Road and Junction
主要道路及路口

MISCELLANEOUS 其他

— Boundary of Planning Scheme
規劃範圍界線

Remarks :

1. The last updated version of the Outline Zoning Plan and the attached schedule as of the date of printing of the sales brochure are available for free inspection during normal office hours at the sales office.
2. The vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. This Outline Zoning Plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.

備註：

1. 在印製售樓說明書當日適用的最近更新版本分區計劃大綱圖及其附表存於售樓處，於正常辦公時間內供免費查閱。
2. 賣方建議準買方到該發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 因發展項目的不規則界線引致的技術原因，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》所要求。

The 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.

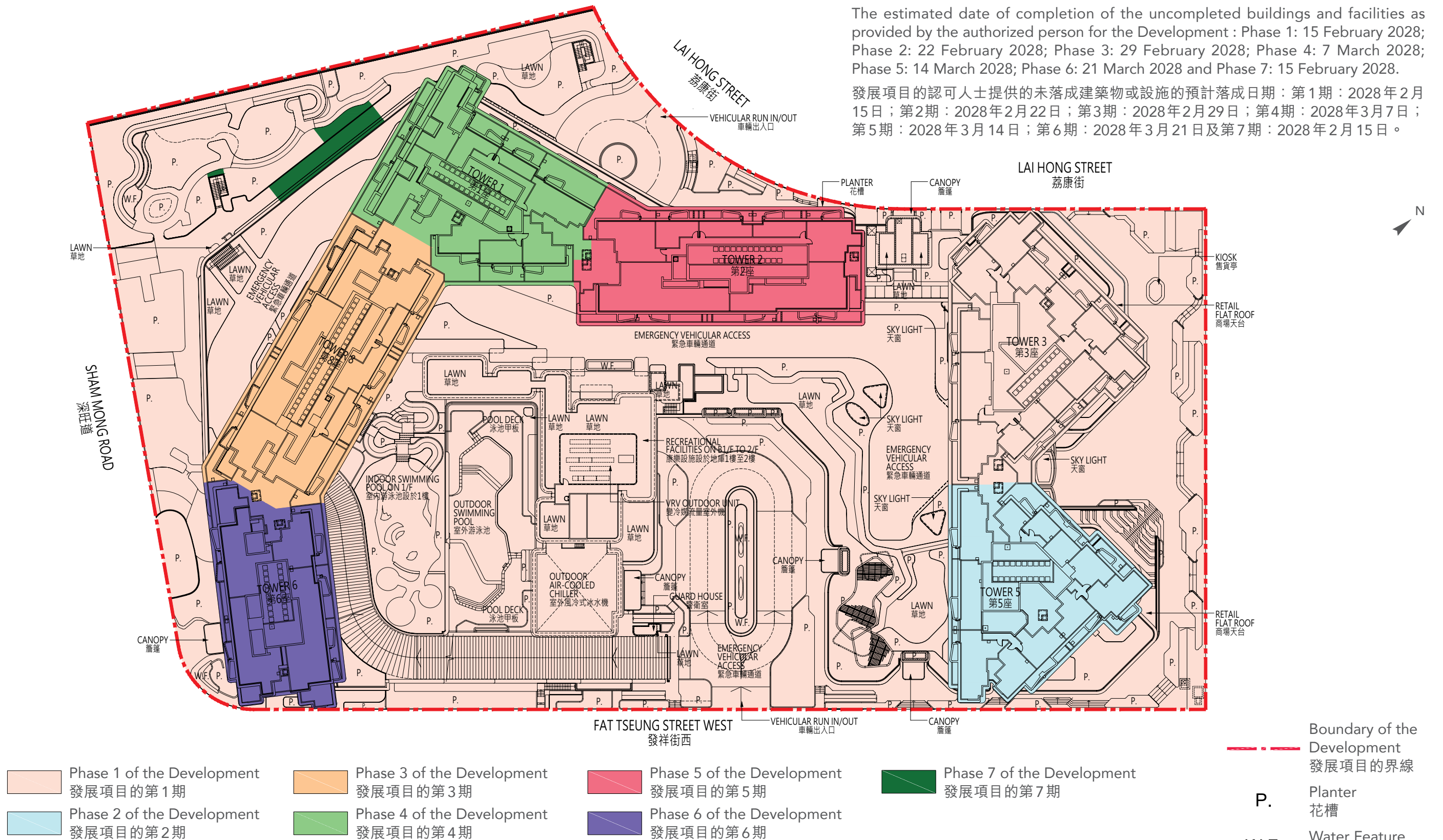
大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

LAYOUT PLAN OF THE DEVELOPMENT

發展項目的布局圖

The estimated date of completion of the uncompleted buildings and facilities as provided by the authorized person for the Development : Phase 1: 15 February 2028; Phase 2: 22 February 2028; Phase 3: 29 February 2028; Phase 4: 7 March 2028; Phase 5: 14 March 2028; Phase 6: 21 March 2028 and Phase 7: 15 February 2028.

發展項目的認可人士提供的未落成建築物或設施的預計落成日期：第1期：2028年2月15日；第2期：2028年2月22日；第3期：2028年2月29日；第4期：2028年3月7日；第5期：2028年3月14日；第6期：2028年3月21日及第7期：2028年2月15日。



Remark : This plan shows the layout of the Development from an aerial view only. The boundaries and areas of different phases on different floors could be different from those shown here.

備註：本圖僅顯示從上空鳥瞰可見之發展項目布局。不同期數於不同樓層上的邊界和範圍可能與本圖所示者不同。

Scale: 0 20M/米
比例：

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Legend of terms and abbreviations used on Floor Plan

期數的住宅物業的樓面平面圖圖例

A.F.	= Architectural Feature	建築裝飾
A.F. FOR R.W.P.	= Architectural Feature for Rain Water Pipe	雨水管道槽之建築裝飾
ARCH. FEATURE	= Architectural Feature	建築裝飾
ARCH. FEATURE AT L/L	= Architectural Feature at Low Level	建築裝飾設於低位
A/C	= Air-conditioner	空調機
A/C-P	= Air-conditioner Platform	空調機平台
A/C AREA	= Air-conditioner Area	空調機範圍
A.D.	= Air Duct	通風槽
ACOUSTIC WINDOW (BAFFLE TYPE)	= Acoustic Window (Baffle Type)	隔音窗口（擋音式）
ACOUSTIC WINDOW (BAFFLE TYPE)(FOR X ¹ /F - X ¹ /F)	= Acoustic Window (Baffle Type) (For X ¹ /F to X ¹ /F)	隔音窗口（擋音式）（位於X ¹ 樓至 X ¹ 樓）
ACOUSTIC DOOR (BAFFLE TYPE)	= Acoustic Door (Baffle Type)	隔音門（擋音式）
ACOUSTIC DOOR (BAFFLE TYPE)(FOR X ¹ /F - X ¹ /F)	= Acoustic Door (Baffle Type) (For X ¹ /F to X ¹ /F)	隔音門（擋音式）（位於X ¹ 樓至 X ¹ 樓）
BAL.	= Balcony	露台
BAL. / U.P. / A/C PLATFORM ABOVE	= Balcony, Utility Platform and Air-conditioner Platform above	露台、工作平台及空調機平台設於上方
BATH	= Bathroom	浴室
B.R.1	= Bedroom 1	睡房 1
B.R.2	= Bedroom 2	睡房 2
DIN.	= Dining Room	飯廳
DN	= Down	下
E.M.R.	= Electrical Meter Room	電錶房
E.L.V.	= Extra Low Voltage Cable Room	特低壓電線房
EXHAUST AIR FAN ROOM	= Exhaust Air Fan Room	排氣通風機房
F.S. DUCT	= Fire Services Duct	消防管道
F.S. WATER PUMP & TANK ROOM	= Fire Services Water Pump and Tank Room	消防水泵及水缸房
FIXED GLAZING WITH MAINTENANCE WINDOW	= Fixed Glazing with Maintenance Window	固定窗戶（連維修窗）
FLAT ROOF	= Flat Roof	平台
H.R.	= Hose Reel	消防喉轆
KIT.	= Kitchen	廚房
LAV.	= Lavatory	洗手間
LIFT	= Lift	升降機
LIFT SHAFT	= Lift Shaft	升降機槽

¹ 'X' denotes floor number. 'X' 表示樓層層數。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Legend of terms and abbreviations used on Floor Plan

期數的住宅物業的樓面平面圖圖例

LIFT LOBBY	= Lift Lobby	升降機大堂
LIGHT WELL	= Light Well	光井
LIV.	= Living Room	客廳
M.B.R.	= Master Bedroom	主人睡房
M.BATH	= Master Bathroom	主人浴室
OPEN KIT.	= Open Kitchen	開放式廚房
P.D.	= Pipe Duct	管道槽
P.W.	= Pipe Well	管道井
ROOF	= Roof	天台
ROOF FOR FLAT Y ² OF X ¹ /F TOWER Z ³	= Roof for Flat Y ² of X ¹ /F Tower Z ³	Z ³ 座 X ¹ 樓 Y ² 單位天台
R.S.M.R.R.	= Refuse Storage and Material Recovery Room	垃圾及物料回收室
R.C. COVER FOR BAL. & U.P. & A/C PLATFORM BELOW	= Reinforced Concrete Cover for Balcony & Utility Platform & Air-conditioner Platform below	下層露台及工作平台及 空調機平台的鋼筋混凝土頂板
SINK	= Sink	洗手盆
SPACE FOR MAINTENANCE (COMMON FLAT ROOF)	= Space for Maintenance (Common Flat Roof)	維修用地 (公用平台)
ST.	= Store Room	儲物房
TIE BEAM	= Tie Beam	繫樑
UP	= Up	上
U.P.	= Utility Platform	工作平台
UTILITY RM.	= Utility Room	工作間
W.M.C.	= Water Meter Cabinet	水錶箱

¹ 'X' denotes floor number. 'X' 表示樓層層數。

² 'Y' denotes flat number. 'Y' 表示單位編號。

³ 'Z' denotes tower number. 'Z' 表示大廈座數。

Remarks:

- There may be architectural features on external walls of some floors.
- Common pipes exposed and / or enclosed in cladding are located at / adjacent to balcony and / or flat roof and / or roof and / or utility platform and / or area for air-conditioning and / or external wall of some residential units.
- There are sunken slabs and/or ceiling bulkheads and/or false ceiling at living rooms, dining rooms, bedrooms, corridors, bathrooms, lavatories, open kitchens, kitchens, store rooms and utility rooms of some residential units for the air-conditioning system and/or mechanical and electrical services.
- Balconies and utility platforms are non-enclosed areas.
- Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sink, water closets, shower, sink counter, cooking stove, etc, are architectural symbols extracted from the latest approved general building plans and are for general indication only and do not reflect their actual size, design, shape, style and number of burner etc.

備註：

- 部分樓層外牆設有建築裝飾。
- 部分住宅單位的露台及 / 或平台及 / 或天台及 / 或工作平台及 / 或冷氣機範圍及 / 或外牆或其鄰近地方設有外露及 / 或藏於外牆覆蓋層內之公用喉管。
- 部分住宅單位的客廳、飯廳、睡房、走廊、浴室、洗手間、開放式廚房、廚房、儲物房及工作間設有跌級樓板及 / 或假陣及 / 或假天花，用以裝置冷氣系統及 / 或機電設備。
- 露台及工作平台為不可封閉的地方。
- 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、淋浴間、洗滌盆櫃、煮食爐具等乃摘自最新的經批准的建築圖則的建築圖示，只作一般性標誌，並非展示其實際大小、設計、形狀、款式、爐頭數目等。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Tower 5
第5座

3/F Floor Plan
3樓樓面平面圖



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Tower 座數	Floor 樓層	Flat 單位	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）	The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）
Tower 5(5A) 第5座(5A)	3/F 3樓	A	125, 150, 175, 180, 200	2700, 2780, 2800, 3000, 3050
		B	125, 150, 175	2700, 2750, 2800, 3000, 3050
		C	125, 150, 175, 180, 200, 300	2700, 2750, 2780, 2800, 3000, 3050
		D	125, 150, 175, 180, 200, 300	2780, 3000, 3050
		E	125, 150, 175, 180, 200	2780, 3000, 3050
Tower 5(5B) 第5座(5B)	3/F 3樓	A	125, 140, 150, 175	2700, 2800, 3000, 3050
		B	125, 150, 175, 200	2750, 2800, 3000, 3050
		C	125, 150, 175, 200, 300	2700, 2800, 3000, 3050
		D	125, 150, 175	2700, 2750, 2800, 3000, 3050
		E	125, 150, 175	2750, 2800, 3000, 3050
		F	125, 140, 150, 175	2750, 2800, 3000, 3050

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.
 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。

- Remarks:
- The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
 - Please refer to the beginning of this chapter of this sales brochure for the legend of the terms and abbreviations shown on the floor plans and remarks that are applicable thereto.
 - 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.

- 備註：
- 樓面平面圖所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
 - 樓面平面圖中顯示之名詞及簡稱之圖例及其適用的附註，請參閱本售樓說明書本章節開首。
 - 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。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Tower 座數	Floor 樓層	Flat 單位	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)	The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)
Tower 5(5A) 第5座(5A)	5/F-12/F, 15/F-20/F, 23/F and 25/F-26/F 5樓至12樓、15樓至20樓、 23樓及25樓至26樓	A	125, 150, 175, 180, 200	3050
		B	125, 150, 175	3050
		C	125, 150, 175, 180, 200, 300	3050
		D	125, 150, 175, 180, 200, 300	3050
		E	125, 150, 175, 180, 200	3050
Tower 5(5B) 第5座(5B)	5/F-12/F, 15/F-20/F, 23/F and 25/F-26/F 5樓至12樓、15樓至20樓、 23樓及25樓至26樓	A	125, 140, 150, 175	3050
		B	125, 150, 175, 200	3050
		C	125, 150, 175, 200, 300	3050
		D	125, 150, 175	3050
		E	125, 150, 175	3050
		F	125, 140, 150, 175	3050
Tower 5(5A) 第5座(5A)	21/F 21樓	A	125, 150, 175, 200	3050, 3075, 3100, 3300, 3320, 3400
		B	125, 150, 175	3050, 3075, 3100, 3300, 3350, 3400
		C	125, 150, 175, 200, 300	3050, 3075, 3100, 3300, 3320, 3350, 3400
		D	125, 150, 175, 200, 300	3050, 3075, 3100, 3320
		E	125, 150, 175, 200	3050, 3075, 3100, 3320
Tower 5(5B) 第5座(5B)	21/F 21樓	A	125, 150, 175	3050, 3075, 3100, 3300, 3400
		B	125, 150, 175, 200	3050, 3075, 3100, 3300, 3350
		C	125, 150, 175, 200, 300	3050, 3075, 3100, 3300, 3400
		D	125, 150, 175	3050, 3075, 3100, 3300, 3350, 3400
		E	125, 150, 175	3050, 3075, 3100, 3300, 3350
		F	125, 150, 175	3050, 3075, 3100, 3300, 3350

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.
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。

Remarks:

- The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
- Please refer to the beginning of this chapter of this sales brochure for the legend of the terms and abbreviations shown on the floor plans and remarks that are applicable thereto.
- 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.

備註：

- 樓面平面圖所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
- 樓面平面圖中顯示之名詞及簡稱之圖例及其適用的附註，請參閱本售樓說明書本章節開首。
- 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。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE 期數的住宅物業的樓面平面圖

Tower 5
第5座

27/F-33/F and 35/F-41/F Floor Plan
27樓至33樓及35樓至41樓樓面平面圖



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Tower 座數	Floor 樓層	Flat 單位	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）	The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）
Tower 5(5A) 第5座(5A)	27/F-33/F and 35/F-41/F 27樓至33樓及 35樓至41樓	A	125, 150, 175, 180, 200	3150
		B	125, 150, 175	3150
		C	125, 150, 175, 180, 200, 300	3150
		D	125, 150, 175, 180, 200, 300	3150
		E	125, 150, 175, 180, 200	3150
Tower 5(5B) 第5座(5B)	27/F-33/F and 35/F-41/F 27樓至33樓及 35樓至41樓	A	125, 140, 150, 175	3150
		B	125, 150, 175, 200	3150
		C	125, 150, 175, 200, 300	3150
		D	125, 150, 175	3150
		E	125, 150, 175	3150
		F	125, 140, 150, 175	3150

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.
 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。

- Remarks:
- The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
 - Please refer to the beginning of this chapter of this sales brochure for the legend of the terms and abbreviations shown on the floor plans and remarks that are applicable thereto.
 - 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.

- 備註：
- 樓面平面圖所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
 - 樓面平面圖中顯示之名詞及簡稱之圖例及其適用的附註，請參閱本售樓說明書本章節開首。
 - 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。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Tower 座數	Floor 樓層	Flat 單位	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）	The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）
Tower 5(5A) 第5座(5A)	42/F 42樓	A	125, 150, 175, 180, 200	3150
		B	125, 150, 175	3150
		C	125, 150, 175, 180, 200, 300	3150
		D	125, 150, 175, 180, 200, 300	3150
		E	125, 150, 175, 180, 200	3150
Tower 5(5B) 第5座(5B)	42/F 42樓	A	125, 140, 150, 175	3150
		B	125, 150, 175, 200	3150
		C	125, 150, 175, 200, 300	3150
		D	125, 150, 175	3150
		E	125, 150, 175	3150
		F	125, 140, 150, 175	3150

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.
 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。

- Remarks:
- The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
 - Please refer to the beginning of this chapter of this sales brochure for the legend of the terms and abbreviations shown on the floor plans and remarks that are applicable thereto.
 - 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.

- 備註：
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 - 樓面平面圖中顯示之名詞及簡稱之圖例及其適用的附註，請參閱本售樓說明書本章節開首。
 - 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。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Tower 5
第5座

43/F and 45/F Floor Plan
43樓及45樓樓面平面圖



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Tower 座數	Floor 樓層	Flat 單位	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）	The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）
Tower 5(5A) 第5座(5A)	43/F and 45/F 43樓及45樓	A	125, 150, 175, 180, 200	3400
		B	125, 150, 175	3400
		C	125, 150, 175, 180, 200, 300	3400
		D	125, 150, 175, 180, 200, 300	3400
		E	125, 150, 175, 180, 200	3400
Tower 5(5B) 第5座(5B)	43/F and 45/F 43樓及45樓	A	125, 140, 150, 175	3400
		B	125, 150, 175, 200	3400
		C	125, 150, 175, 200, 300	3400
		D	125, 150, 175	3400
		E	125, 150, 175	3400
		F	125, 140, 150, 175	3400

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.
 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。

- Remarks:
- The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
 - Please refer to the beginning of this chapter of this sales brochure for the legend of the terms and abbreviations shown on the floor plans and remarks that are applicable thereto.
 - 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.

- 備註：
- 樓面平面圖所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
 - 樓面平面圖中顯示之名詞及簡稱之圖例及其適用的附註，請參閱本售樓說明書本章節開首。
 - 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。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE 期數的住宅物業的樓面平面圖

Tower 5
第5座

46/F Floor Plan
46樓樓面平面圖



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Tower 座數	Floor 樓層	Flat 單位	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）	The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）
Tower 5(5A) 第5座(5A)	46/F 46樓	A	125, 150, 175, 200	3550, 3600, 3800, 3820, 3900
		B	125, 150, 175	3550, 3600, 3800, 3850, 3900
		C	125, 150, 175, 200	3550, 3600, 3800, 3820, 3850, 3900
		D	125, 150, 175, 200	3550, 3600, 3820
		E	125, 150, 175, 200	3550, 3600, 3820
Tower 5(5B) 第5座(5B)	46/F 46樓	A	125, 150, 175	3550, 3600, 3800, 3900
		B	125, 150, 175, 200	3550, 3600, 3800, 3850
		C	125, 150, 175, 200	3550, 3600, 3800, 3900
		D	125, 150, 175	3550, 3600, 3800, 3850, 3900
		E	125, 150, 175	3550, 3600, 3800, 3850
		F	125, 150, 175	3550, 3600, 3800, 3850

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.
 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。

- Remarks:
- The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
 - Please refer to the beginning of this chapter of this sales brochure for the legend of the terms and abbreviations shown on the floor plans and remarks that are applicable thereto.
 - 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.

- 備註：
- 樓面平面圖所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
 - 樓面平面圖中顯示之名詞及簡稱之圖例及其適用的附註，請參閱本售樓說明書本章節開首。
 - 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。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Tower 5
第5座

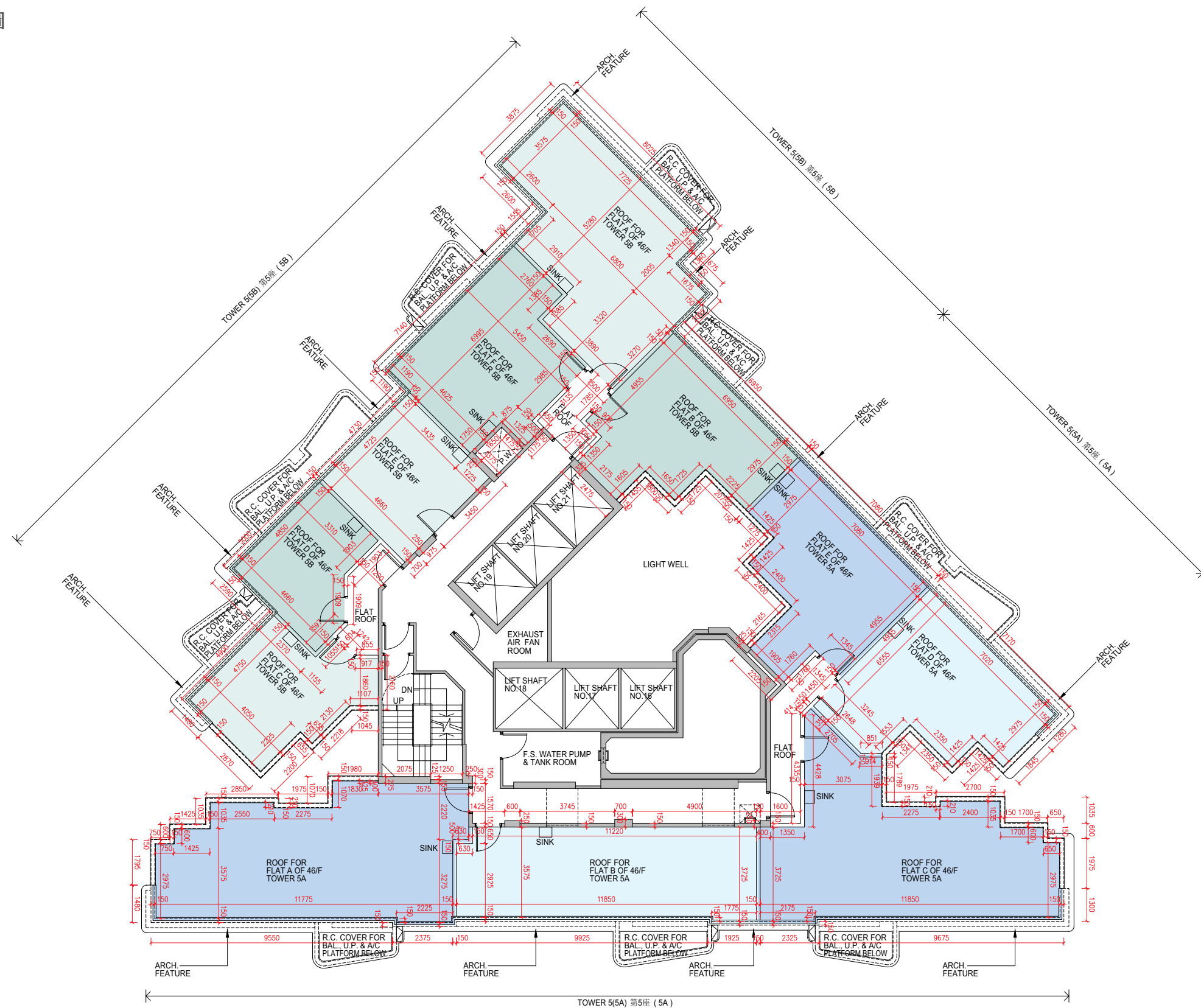
Roof Floor Plan
天台樓面平面圖



Legend:
圖例：

TOWER 5 (5A)
第5座 (5A)

TOWER 5 (5B)
第5座 (5B)



Scale: 0 M/米 5M/米
比例: 1:1000

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Tower 座數	Floor 樓層	Flat 單位	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)	The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)
Tower 5(5A) 第5座(5A)	Roof 天台	A	Not Applicable 不適用	Not Applicable 不適用
		B		
		C		
		D		
		E		
Tower 5(5B) 第5座(5B)	Roof 天台	A	Not Applicable 不適用	Not Applicable 不適用
		B		
		C		
		D		
		E		
		F		

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.
 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。

- Remarks:
- The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
 - Please refer to the beginning of this chapter of this sales brochure for the legend of the terms and abbreviations shown on the floor plans and remarks that are applicable thereto.
 - 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.

- 備註：
- 樓面平面圖所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
 - 樓面平面圖中顯示之名詞及簡稱之圖例及其適用的附註，請參閱本售樓說明書本章節開首。
 - 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。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5(5A) 第5座(5A)	3/F 3樓	A	63.643 (685) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	15.348 (165)	-	-	-	-	-	-
		B	63.746 (686) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	12.341 (133)	-	-	-	-	-	-
		C	62.823 (676) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	8.207 (88)	-	-	-	-	-	-
		D	39.373 (424) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	3.983 (43)	-	-	-	-	-	-
		E	39.278 (423) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	8.232 (89)	-	-	-	-	-	-

The saleable area 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 the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- Notes:
- The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.764 square feet and rounded off to the nearest integer which may be slightly different from that shown in square metre.
 - The symbol “-” as shown in the above table denotes “Not provided”.
 - 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

實用面積以及構成住宅物業一部分的範圍內的露台、工作平台及陽台 (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。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。

- 備註：
- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數，平方呎與以平方米表述之面積可能有些微差異。
 - 上表所顯示之「-」符號代表「不提供」。
 - 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積(不計算入實用面積) 平方米(平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5(5B) 第5座(5B)	3/F 3樓	A	54.652 (588) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	8.996 (97)	-	-	-	-	-	-
		B	38.028 (409) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	8.853 (95)	-	-	-	-	-	-
		C	26.357 (284) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	21.602 (233)	-	-	-	-	-	-
		D	25.098 (270) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	7.313 (79)	-	-	-	-	-	-
		E	24.995 (269) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	7.114 (77)	-	-	-	-	-	-
		F	34.872 (375) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	11.879 (128)	-	-	-	-	-	-

The saleable area 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 the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Notes:

- The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer which may be slightly different from that shown in square metre.
- The symbol "-" as shown in the above table denotes "Not provided".
- 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

實用面積以及構成住宅物業一部分的範圍內的露台、工作平台及陽台(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。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。

備註:

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎,並四捨五入至整數,平方呎與以平方米表述之面積可能有些微差異。
- 上表所顯示之「-」符號代表「不提供」。
- 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積(不計算入實用面積) 平方米(平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5(5A) 第5座(5A)	5/F-12/F, 15/F-21/F, 23/F and 25/F-26/F 5樓至12樓、 15樓至21樓、 23樓及25樓至26樓	A	67.143 (723) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	67.827 (730) Balcony 露台：2.581 (28) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	66.323 (714) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		D	42.873 (461) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	42.778 (460) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area 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 the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- Notes:
- The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.764 square feet and rounded off to the nearest integer which may be slightly different from that shown in square metre.
 - The symbol “-” as shown in the above table denotes “Not provided”.
 - 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

實用面積以及構成住宅物業一部分的範圍內的露台、工作平台及陽台(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。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。

- 備註：
- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數，平方呎與以平方米表述之面積可能有些微差異。
 - 上表所顯示之「-」符號代表「不提供」。
 - 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積(不計算入實用面積) 平方米(平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5(5B) 第5座(5B)	5/F-12/F, 15/F-21/F, 23/F and 25/F-26/F 5樓至12樓、 15樓至21樓、 23樓及25樓至26樓	A	58.026 (625) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	41.654 (448) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	29.963 (323) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		D	28.492 (307) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	28.495 (307) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		F	38.372 (413) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area 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 the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Notes:

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實用面積以及構成住宅物業一部分的範圍內的露台、工作平台及陽台(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。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。

備註:

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎,並四捨五入至整數,平方呎與以平方米表述之面積可能有些微差異。
- 上表所顯示之「-」符號代表「不提供」。
- 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5(5A) 第5座(5A)	27/F-33/F and 35/F-42/F 27樓至33樓及 35樓至42樓	A	67.089 (722) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	67.791 (730) Balcony 露台：2.581 (28) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	66.256 (713) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		D	42.873 (461) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	42.604 (459) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area 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 the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- Notes:
- The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.764 square feet and rounded off to the nearest integer which may be slightly different from that shown in square metre.
 - The symbol “-” as shown in the above table denotes “Not provided”.
 - 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

實用面積以及構成住宅物業一部分的範圍內的露台、工作平台及陽台 (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。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。

- 備註：
- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數，平方呎與以平方米表述之面積可能有些微差異。
 - 上表所顯示之「-」符號代表「不提供」。
 - 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積(不計算入實用面積) 平方米(平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5(5B) 第5座(5B)	27/F-33/F and 35/F-42/F 27樓至33樓及 35樓至42樓	A	58.334 (628) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	41.532 (447) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	29.905 (322) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		D	28.467 (306) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	28.385 (306) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		F	38.236 (412) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area 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 the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Notes:

- The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer which may be slightly different from that shown in square metre.
- The symbol "-" as shown in the above table denotes "Not provided".
- 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

實用面積以及構成住宅物業一部分的範圍內的露台、工作平台及陽台(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。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。

備註：

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數，平方呎與以平方米表述之面積可能有些微差異。
- 上表所顯示之「-」符號代表「不提供」。
- 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5(5A) 第5座(5A)	43/F and 45/F 43樓及45樓	A	67.089 (722) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	67.791 (730) Balcony 露台：2.581 (28) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	66.256 (713) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		D	42.873 (461) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	42.604 (459) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area 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 the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- Notes:
- The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.764 square feet and rounded off to the nearest integer which may be slightly different from that shown in square metre.
 - The symbol “-” as shown in the above table denotes “Not provided”.
 - 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

實用面積以及構成住宅物業一部分的範圍內的露台、工作平台及陽台 (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。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。

- 備註：
- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數，平方呎與以平方米表述之面積可能有些微差異。
 - 上表所顯示之「-」符號代表「不提供」。
 - 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5(5B) 第5座(5B)	43/F and 45/F 43樓及45樓	A	58.334 (628) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	41.532 (447) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	29.905 (322) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		D	28.467 (306) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	28.385 (306) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		F	38.236 (412) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area 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 the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Notes:

- 1. The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.764 square feet and rounded off to the nearest integer which may be slightly different from that shown in square metre.
- 2. The symbol “-” as shown in the above table denotes “Not provided”.
- 3. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

實用面積以及構成住宅物業一部分的範圍內的露台、工作平台及陽台 (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。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。

備註：

- 1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數，平方呎與以平方米表述之面積可能有些微差異。
- 2. 上表所顯示之「-」符號代表「不提供」。
- 3. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5(5A) 第5座(5A)	46/F 46樓	A	67.089 (722) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	56.575 (609)	-	-	-
		B	67.791 (730) Balcony 露台：2.581 (28) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	42.221 (454)	-	-	-
		C	66.256 (713) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	57.433 (618)	-	-	-
		D	42.873 (461) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	35.669 (384)	-	-	-
		E	42.604 (459) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	34.281 (369)	-	-	-

The saleable area 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 the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- Notes:
- The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.764 square feet and rounded off to the nearest integer which may be slightly different from that shown in square metre.
 - The symbol “-” as shown in the above table denotes “Not provided”.
 - 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

實用面積以及構成住宅物業一部分的範圍內的露台、工作平台及陽台 (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。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。

- 備註：
- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數，平方呎與以平方米表述之面積可能有些微差異。
 - 上表所顯示之「-」符號代表「不提供」。
 - 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積(不計算入實用面積) 平方米(平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5(5B) 第5座(5B)	46/F 46樓	A	58.334 (628) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	48.342 (520)	-	-	-
		B	41.532 (447) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	32.547 (350)	-	-	-
		C	29.905 (322) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	24.381 (262)	-	-	-
		D	28.467 (306) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	19.120 (206)	-	-	-
		E	28.385 (306) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	22.019 (237)	-	-	-
		F	38.236 (412) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	33.368 (359)	-	-	-

The saleable area 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 the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Notes:

- The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.764 square feet and rounded off to the nearest integer which may be slightly different from that shown in square metre.
- The symbol “-” as shown in the above table denotes “Not provided”.
- 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

實用面積以及構成住宅物業一部分的範圍內的露台、工作平台及陽台(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。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。

備註：

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數，平方呎與以平方米表述之面積可能有些微差異。
- 上表所顯示之「-」符號代表「不提供」。
- 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FLOOR PLANS OF PARKING SPACES IN THE PHASE

期數中的停車位的樓面平面圖

Not Applicable.

不適用。

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

- | | |
|--|--|
| <p>1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.</p> <p>2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.</p> <p>3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement -</p> <ul style="list-style-type: none">(a) that preliminary agreement is terminated;(b) the preliminary deposit is forfeited; and(c) the owner does not have any further claim against the purchaser for the failure. | <p>1. 在簽署臨時買賣合約時須支付款額為5%的臨時定金。</p> <p>2. 買方在簽署臨時買賣合約時支付的臨時定金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。</p> <p>3. 如買方沒有於訂立該臨時合約的日期之後的5個工作日內簽立買賣合約-</p> <ul style="list-style-type: none">(a) 該臨時合約即告終止；(b) 有關的臨時定金即予沒收；及(c) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步的申索。 |
|--|--|

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

1. Common Parts of the Phase

- (a) Under the Principal Deed of Mutual Covenant of the Development (the "PDMC"), Common Areas and Facilities means collectively:
- (i) the Development Common Areas and Facilities (those parts, areas, services and facilities which are intended for common use and benefit of the owners of the Development as a whole and not for the sole benefit of any owner or group of owners of the Development);
- (ii) the Residential Common Areas and Facilities (those parts, areas, services and facilities which are intended for common use and benefit of the owners of the residential units);
- (iii) the Parking Common Areas and Facilities (those parts, areas, services and facilities which are intended for common use and benefit of the owners and occupiers of the Residential Private Parking Spaces, Residential Common Spaces (i.e. the Parking Spaces for Disabled Persons, the Visitors' Parking Spaces and such loading and unloading spaces forming part of the Residential Common Areas and Facilities), parking spaces within the Commercial Accommodation, loading and unloading spaces forming part of the Commercial Common Areas and Facilities, parking spaces within the Public Vehicle Park and the parking space for refuse collection operation forming part of the Development Common Areas and Facilities);
- (iv) Residential Parking Common Areas and Facilities (those parts, areas, services and facilities which are intended for common use and benefit of the owners of different Residential Private Parking Spaces);
- (v) Commercial Common Areas and Facilities (those parts, areas, services and facilities which are intended for common use and benefit of the owners of different Commercial Units) and

- (vi) such areas within the meaning of "common parts" as defined in the Building Management Ordinance within the land on which the Development is constructed (save and except such part(s) as specifically included in a Unit assigned).

Under the Sub-Deed of Mutual Covenant of the Phase (the "SDMC"), Phase 2 Common Areas and Facilities means collectively: (a) the Phase 2 Residential Common Areas and Facilities (those parts, areas, services and facilities which are intended for common use and benefit of the owners of the residential units) and (b) such areas within the meaning of "common parts" as defined in the Building Management Ordinance within the Phase (save and except such part(s) as specifically included in a Unit assigned).

Common Areas and Facilities include common areas and facilities in a phase of the Development subsequent to Phase 1 and Phase 2 to be designated by the vendor under the relevant sub-deed of mutual covenant.

Common Areas and Facilities include, e.g. lifts, recreational areas and facilities, greenery areas, external walls, structural or loading bearing elements, etc.

- (b) Owners, their tenants, servants, agents, lawful occupants and licensees etc. have the right to go pass or repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit.
- (c) No owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee.
- (d) No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other owners or occupiers of any other part of the Development.
- (e) The Common Areas and Facilities shall be under the exclusive management and control of the Manager.

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

Undivided Shares are allocated to each residential property. They are set out in the table below.

Number Of Undivided Shares Allocated to Each Residential Property in the Phase

Tower 5

Flat Floor	Tower 5 (5A)					Tower 5 (5B)					
	A	B	C	D	E	A	B	C	D	E	F
3/F	65	65	64	40	40	56	39	29	26	26	36
5/F	67	68	66	43	43	58	42	30	28	28	38
6/F	67	68	66	43	43	58	42	30	28	28	38
7/F	67	68	66	43	43	58	42	30	28	28	38
8/F	67	68	66	43	43	58	42	30	28	28	38
9/F	67	68	66	43	43	58	42	30	28	28	38
10/F	67	68	66	43	43	58	42	30	28	28	38
11/F	67	68	66	43	43	58	42	30	28	28	38
12/F	67	68	66	43	43	58	42	30	28	28	38
15/F	67	68	66	43	43	58	42	30	28	28	38
16/F	67	68	66	43	43	58	42	30	28	28	38
17/F	67	68	66	43	43	58	42	30	28	28	38
18/F	67	68	66	43	43	58	42	30	28	28	38
19/F	67	68	66	43	43	58	42	30	28	28	38
20/F	67	68	66	43	43	58	42	30	28	28	38
21/F	67	68	66	43	43	58	42	30	28	28	38
23/F	67	68	66	43	43	58	42	30	28	28	38
25/F	67	68	66	43	43	58	42	30	28	28	38
26/F	67	68	66	43	43	58	42	30	28	28	38
27/F	67	68	66	43	43	58	42	30	28	28	38
28/F	67	68	66	43	43	58	42	30	28	28	38
29/F	67	68	66	43	43	58	42	30	28	28	38
30/F	67	68	66	43	43	58	42	30	28	28	38
31/F	67	68	66	43	43	58	42	30	28	28	38
32/F	67	68	66	43	43	58	42	30	28	28	38
33/F	67	68	66	43	43	58	42	30	28	28	38
35/F	67	68	66	43	43	58	42	30	28	28	38

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

Flat Floor	Tower 5 (5A)					Tower 5 (5B)					
	A	B	C	D	E	A	B	C	D	E	F
36/F	67	68	66	43	43	58	42	30	28	28	38
37/F	67	68	66	43	43	58	42	30	28	28	38
38/F	67	68	66	43	43	58	42	30	28	28	38
39/F	67	68	66	43	43	58	42	30	28	28	38
40/F	67	68	66	43	43	58	42	30	28	28	38
41/F	67	68	66	43	43	58	42	30	28	28	38
42/F	67	68	66	43	43	58	42	30	28	28	38
43/F	67	68	66	43	43	58	42	30	28	28	38
45/F	67	68	66	43	43	58	42	30	28	28	38
46/F	73	72	72	47	46	63	45	32	30	31	42

3. Term of years for which the Manager of the Phase is Appointed

The Manager will be appointed for an initial term of two years from the date of the PDMC. The appointment of the Manager may be terminated according to the provisions of the PDMC.

4. Basis on which the Management Expenses are shared among the owners of residential properties in the Phase

Each owner shall contribute towards the management expenses (which shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Development and the Land under the DMC, and shall be based on the budget prepared by the Manager) (including the Manager's remuneration) of the Development and the Land in such manner, amount and proportion as provided in the PDMC by reference to the Management Shares allocated to his Unit. In general:

- (a) The owners shall contribute towards all expenditure which in the opinion of the Manager is specifically referable to the Development Common Areas and Facilities or for the common benefit of the owners, occupiers, licensees or invitees of the Development in proportion to the Management Shares allocated to their Units.
- (b) The owners of Residential Units shall contribute towards all expenditure which in the opinion of the Manager is specifically referable to the Residential Common Areas and Facilities or for the common benefit of the owners, occupiers, licensees or invitees of the Residential Units in

proportion to the Management Shares allocated to their Residential Units.

- (c) The owners of Residential Units shall contribute towards 6.468% of all expenditure which in the opinion of the Manager is specifically referable to the Parking Common Areas and Facilities or for the common benefit of the owners, occupiers, licensees or invitees of different Specified Spaces in proportion to the Management Shares allocated to their Residential Units.

The number of Management Shares of a residential property is the same as the number of Undivided Shares allocated to that residential property. However, the total number of Undivided Shares in Phase 1 (47,783) is different from the total number of Management Shares in Phase 1 (46,783). The total number of Management Shares of the residential properties in Phase 1 is 22,150.

The total number of Undivided Shares in Phase 2 (19,924) is different from the total number of Management Shares in Phase 2 (18,924). The total number of Management Shares of the residential properties in Phase 2 is 18,924.

The total number of Management Shares of the Development is the total of Management Shares in Phase 1, Phase 2 and the total of Management Shares in all subsequent phases (please refer to the sub-deeds of mutual covenant of those phases).

The total number of Management Shares of residential properties in the Development is the total of Management Shares of residential properties in Phase 1, Phase 2 and the total of Management Shares in the residential properties all subsequent phases (please refer to the sub-deeds of mutual covenant of those phases).

5. Basis on which the Management Fee Deposit is fixed

The amount of Management Fee Deposit is 3 months' monthly management expenses.

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

There is no area in the Phase which is retained by the owner for that owner's own use as referred to in section 14(2)(f), Part 1, Schedule 1 of Residential Properties (First-hand Sales) Ordinance (Cap. 621).

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

1. 期數的公用部分

- (a) 在發展項目主公契（「主公契」）下，「公用地方與設施」指以下項目統稱：
- (i) 「發展項目公用地方與設施」（擬作為發展項目整體業主共同使用及受益的，不是只供發展項目的個別業主或一群業主獨自受益的部分、地方、服務及設施）；
- (ii) 「住宅公用地方與設施」（擬作為住宅單位業主共同使用及受益的部分、地方、服務及設施）；
- (iii) 「停車場公用地方與設施」（擬作為住宅私人停車位、住宅公用停車位（即傷殘人士停車位、訪客停車位及構成住宅公用地方與設施一部分的上落貨車位）、商業部分內的停車位、構成商業公用地方與設施一部分的上落貨車位、公眾停車場內的停車位、構成發展項目公用地方與設施一部分的垃圾收集停車位業主和佔用人共同使用及受益的部分、地方、服務及設施）；
- (iv) 「住宅停車場公用地方與設施」（擬作為住宅私人私家車停車位業主共同使用及受益的部分、地方、服務及設施）；
- (v) 「商業公用地方與設施」（擬作為不同商業單位業主共同使用及受益的部分、地方、服務及設施）；和
- (vi) 位於發展項目所建土地內《建築物管理條例》定義的「公用地方」（但特別包括在轉讓的單位內的部分除外）。

在期數副公契（「副公契」）下，「期數2公用地方與設施」指以下項目的統稱：(a)「期數2住宅公用地方與設施」（擬作為住宅單位業主共同使用及受益的部分、地方、服務及設施）和 (b) 位於發展項目所建土地內《建築物管理條例》定義的「公用地方」（但特別包括在轉讓的單位內的部分除外）。

「公用地方與設施」包括將由賣方於相關分公契下指定的發展項目第1期、第2期之後期數的公用地方與設施。

「公用地方與設施」包括例如：升降機、康樂地方與設施、綠化範圍、外牆、結構或承重部分等。

- (b) 業主、其租客、僕人、代理、合法佔用人及獲許可人等為了所有有關正當使用與享用其單位的目的可自由進出以及使用公用地方及設施。
- (c) 除非已經取得業主委員會的批准，業主不得將任何公用地方及設施改作自用或供其受益。

- (d) 公用地方及設施的任何部分不得被阻塞，也不得在其上放置或遺留任何垃圾或其他物品與物件。業主亦不得在該等地方作出或容忍作出或容許作出任何可能或成為對該發展項目其他部分的業主或佔用人造成滋擾的事情。

- (e) 公用地方及設施將專由管理人管理和控制。

2. 分配予期數中的每個住宅物業的不分割份數的數目

各住宅物業獲分配有不分割份數。詳細的分配狀況，請參閱下文附表。

分配予期數中的每個住宅物業的不分割份數的數目

第5座

單位 樓層	第 5(5A) 座					第 5(5B) 座					
	A	B	C	D	E	A	B	C	D	E	F
3 樓	65	65	64	40	40	56	39	29	26	26	36
5 樓	67	68	66	43	43	58	42	30	28	28	38
6 樓	67	68	66	43	43	58	42	30	28	28	38
7 樓	67	68	66	43	43	58	42	30	28	28	38
8 樓	67	68	66	43	43	58	42	30	28	28	38
9 樓	67	68	66	43	43	58	42	30	28	28	38
10 樓	67	68	66	43	43	58	42	30	28	28	38
11 樓	67	68	66	43	43	58	42	30	28	28	38
12 樓	67	68	66	43	43	58	42	30	28	28	38
15 樓	67	68	66	43	43	58	42	30	28	28	38
16 樓	67	68	66	43	43	58	42	30	28	28	38
17 樓	67	68	66	43	43	58	42	30	28	28	38
18 樓	67	68	66	43	43	58	42	30	28	28	38
19 樓	67	68	66	43	43	58	42	30	28	28	38
20 樓	67	68	66	43	43	58	42	30	28	28	38
21 樓	67	68	66	43	43	58	42	30	28	28	38
23 樓	67	68	66	43	43	58	42	30	28	28	38
25 樓	67	68	66	43	43	58	42	30	28	28	38
26 樓	67	68	66	43	43	58	42	30	28	28	38
27 樓	67	68	66	43	43	58	42	30	28	28	38
28 樓	67	68	66	43	43	58	42	30	28	28	38
29 樓	67	68	66	43	43	58	42	30	28	28	38
30 樓	67	68	66	43	43	58	42	30	28	28	38

單位 樓層	第 5(5A) 座					第 5(5B) 座					
	A	B	C	D	E	A	B	C	D	E	F
31 樓	67	68	66	43	43	58	42	30	28	28	38
32 樓	67	68	66	43	43	58	42	30	28	28	38
33 樓	67	68	66	43	43	58	42	30	28	28	38
35 樓	67	68	66	43	43	58	42	30	28	28	38
36 樓	67	68	66	43	43	58	42	30	28	28	38
37 樓	67	68	66	43	43	58	42	30	28	28	38
38 樓	67	68	66	43	43	58	42	30	28	28	38
39 樓	67	68	66	43	43	58	42	30	28	28	38
40 樓	67	68	66	43	43	58	42	30	28	28	38
41 樓	67	68	66	43	43	58	42	30	28	28	38
42 樓	67	68	66	43	43	58	42	30	28	28	38
43 樓	67	68	66	43	43	58	42	30	28	28	38
45 樓	67	68	66	43	43	58	42	30	28	28	38
46 樓	73	72	72	47	46	63	45	32	30	31	42

3. 期數的管理人的委任年期

管理人的首屆任期為由主公契簽署日期起計兩年。管理人的委任可按主公契的條文終止。

4. 在期數中的住宅物業的擁有人之間分擔管理開支的基準

每名業主須根據其單位分配到的管理份數按主公契指明的方式、金額及比例分擔發展項目及土地的管理開支（指按主公契管理發展項目及土地時必須地和合理地招致的支出、費用及收費，且須基於管理人擬定之預算）（包括管理人之酬金）。一般而言：

- (a) 業主須按分配到其單位之管理份數之比例分擔管理人認為涉及發展項目公用地方及設施或為了發展項目業主、佔用人、獲許可人或受邀人的共同利益的所有開支。
- (b) 住宅物業業主須按分配到其住宅單位之管理份數之比例分擔管理人認為涉及住宅公用地方及設施或為了住宅單位業主、佔用人、獲許可人或受邀人的共同利益的所有開支。
- (c) 住宅單位業主須按分配到其住宅單位之管理份數之比例分擔管理人認為涉及停車場公用地方及設施或為了指定車位業主、佔用人、獲許可人或受邀人的共同利益的所有開支的6.468%。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

每個住宅物業之管理份數相等於其獲分配之不分割份數，唯期數1不分割份數總數(47,783)與期數1管理份數總數(46,783)不同。期數1住宅物業之管理份數總數為22,150。

期數2不分割份數總數19,924與期數2管理份數總數18,924不同。期數2住宅物業之管理份數總數為18,924。

發展項目管理份數總數為期數1、期數2的管理份數總數及所有其後期數的管理份數總數(請參考該等期數的分公契)。

發展項目的住宅物業管理份數總數為期數1、期數2的住宅物業的管理份數總數及所有其後期數的住宅物業的管理份數總數(請參考該等期數的分公契)。

5. 計算管理費按金的基準

管理費按金相等於三個月之管理開支。

6. 擁有人(即賣方)在期數中保留作自用的範圍(如有的話)

本期數並無《一手住宅物業銷售條例》(第621章)附表1第1部第14(2)(f)條所提及之擁有人在期數中保留作自用的範圍。

SUMMARY OF LAND GRANT

批地文件的摘要

1. The lot number of the land on which the Phase is situated:

New Kowloon Inland Lot No. 6631

2. The term of years under the lease:

50 years from 24 February 2023

3. The user restrictions applicable to that land:

- A. Special Condition no. (2) in Part C of the Land Grant provides that the lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
- B. Special Condition no. (31) in Part A of the Land Grant provides that no grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.
- C. Special Condition no. (13) in Part C of the Land Grant provides that the Grantee shall erect, construct and provide within the lot the Government Accommodation (defined below) in accordance with those requirements specified in the Land Grant.
- D. Special Condition no. (2)(a) in Part B of the Land Grant provides that from the date of the Land Grant up to and including the day prior to the date of the first consent given by the Building Authority under the Buildings Ordinance for the commencement of the Demolition Works (defined below) of the Existing Buildings and Structures or any part thereof ("First Consent") the lot or any part thereof or the Existing Buildings and Structures erected thereon or any part thereof shall not be used for any purpose other than for godown or open storage purposes or both.
- E. Special Condition no. (4)(b) in Part B provides that from the date of the Land Grant up to and including the day prior to the date of the First Consent the Existing Buildings and Structures erected within the lot shall not be used for any purpose except as a godown or godowns, ancillary offices and such canteen and other welfare facilities (but excluding residential quarters) for workmen employed on the lot as may in the opinion of the Director be necessary and also

such quarters as may be required for watchmen or caretakers who, in the opinion of the Commissioner for Labour are essential to the safety and security of the building or buildings erected or to be erected on the lot. The number of watchmen or caretakers to be accommodated in any such quarters and the number and size of any such quarters shall be subject to the approval of the Commissioner for Labour, and the floor area of any such quarters shall in any event not exceed 5 square metres for each person to be accommodated. Any such quarters shall not be used for any purpose other than residential accommodation of such watchmen or caretakers.

4. Facilities that are required to be constructed and provided for the Government, or for public use:

- A. Such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands ("the Director") may in his sole discretion require to be provided and constructed within the area shown coloured green on PLAN I annexed to the Land Grant ("Green Areas") by the Grantee (collectively "the Structures") so that building, vehicular and pedestrian traffic may be carried on within the Green Area.
- B. Demolish and remove from the area shown coloured yellow on PLAN I annexed to the Land Grant ("Yellow Area") the Existing Buildings and Structures erected thereon, and lay and form the Yellow Area.
- C. The areas shown coloured yellow hatched black on PLAN I annexed to the Land Grant ("Yellow Hatched Black Areas") and the area shown coloured yellow hatched black hatched green on PLAN I annexed to the Land Grant ("Yellow Hatched Black Hatched Green Area") is required to be fenced and erected with light poles, drop gates or such other structures within the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area at such location as the Director at his sole discretion may require.
- D. Pedestrian passageway with lighting fittings on and along the areas shown coloured pink hatched black and pink hatched black hatched green on PLAN I annexed to the Land Grant ("Pedestrian Passageway") is required to be landscaped, laid, formed, constructed and surfaced by the Grantee as the Director shall approve.

- E. Government Accommodation is required to be erected, constructed and provided within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed to the Land Grant ("the Technical Schedule") and the plans approved under certain special condition of the Land Grant.
- F. The Public Vehicle Park (defined below) which is to be provided, erected, constructed and maintained within the lot.
- G. Outstations together with facilities and associated equipment shall be provided and installed by the Grantee on the lot or any part thereof or within any buildings thereon for automatic meter reading for fresh water supplies.

5. The grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:

- A. Special Condition no. (15) in Part A of the Land Grant provides that the Development is required to be completed and made fit for occupation on or before 31 December 2029.
- B. General Condition no. 6(a) of the Land Grant provides that the Grantee shall throughout the tenancy: (i) maintain all buildings in accordance with the approved height and any approved building plans without variation or modification thereto; and (ii) maintain all buildings erected in good and substantial repair and condition.
- C. General Condition no. 8 of the Land Grant provides that if any private streets, roads and lanes which are required to be formed by the provisions of the Land Grant remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Grantee in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Grantee shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.

SUMMARY OF LAND GRANT

批地文件的摘要

D. Special Condition no. (3) in Part A of the Land Grant provides that:

- (a) (i) The Grantee acknowledges that as at the date of the Land Grant, there are some existing buildings and structures erected on the lot, those portions of future public roads on the Green Areas and the Yellow Area (which said existing buildings and structures are hereinafter collectively referred to as “the Existing Buildings and Structures”).
- (ii) Except as provided in Special Conditions Nos. (6)(a)(i), (10)(a) and (15) all in Part A, the Grantee shall not make or permit or suffer to be made any alteration, modification or addition to any of the Existing Buildings and Structures without obtaining the prior approval in writing of the Director.
- (iii) The Existing Buildings and Structures shall be deemed to include any alteration, modification and addition approved by the Director under sub-clause (a)(ii) of this Special Condition.
- (iv) The Grantee undertakes to demolish and remove, at his own expense and in all respects to the satisfaction of the Director, the Existing Buildings and Structures from the lot, the Green Areas and the Yellow Area (which demolition and removal works are hereinafter collectively referred to as “the Demolition Works”) in accordance with Special Conditions Nos. (6)(a)(i), (10)(a) and (15) all in Part A.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee’s obligations under sub-clause (a) of this Special Condition, the existence, presence, structural safety or use of the Existing Buildings and Structures, the use of the lot or any part thereof in accordance with the Special Conditions in Part B or the carrying out of any of the Demolition Works, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee’s obligations under sub-clause (a) of this Special Condition, the existence, presence, structural safety or use of the Existing Buildings and Structures, the use of the lot or any part thereof in accordance with the Special Conditions in Part B or the carrying out of any of the Demolition Works.

(d) Without prejudice to Special Condition No. (18) in Part A and General Condition No. 2 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot, the Green Areas and the Yellow Area as existing at the date of the Land Grant subject to the presence or the use of the Existing Buildings and Structures, and no objection or claim of whatsoever nature shall be made or raised against the Government by the Grantee in respect of or on account of the same.

(e) (i) The Government gives no warranty or guarantee, express or implied, as to:

(I) the physical state, condition or safety of the Existing Buildings and Structures or any part or parts thereof; or

(II) whether the Existing Buildings and Structures or any part or parts thereof were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation (“the Buildings Ordinance”).

(ii) The presence of the Existing Buildings and Structures shall not in any way relieve the Grantee of or release, discharge, lessen or affect the Grantee’s obligations under the Conditions of the Land Grant or in any way affect or prejudice the rights and remedies of the Government under the Conditions of the Land Grant or otherwise in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under the Conditions of the Land Grant.

(f) For the purposes of the Conditions of the Land Grant, the decision of the Director as to what constitute the Existing Buildings and Structures shall be final and binding on the Grantee.

E. Special Condition no. (6) in Part A of the Land Grant provides that :

(a) The Grantee shall:

(i) on or before the 31st day of December 2029 or such other date as may be approved by the Director, at the Grantee’s 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) demolish and remove from the Green Areas the Existing Buildings and Structures erected thereon;

(II) lay and form the Green Areas; and

(III) provide and construct within the Green Areas such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director at his sole discretion may require (“the Structures”),

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

(ii) on or before the 31st day of December 2029 or such other date as may be approved by the Director, at the Grantee’s own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and

(iii) maintain at the Grantee’s own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture,

SUMMARY OF LAND GRANT

批地文件的摘要

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 Areas has been re-delivered up to the Government in accordance with Special Condition No. (7) in Part A.

- (b) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
 - (c) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise or non-exercise by the Government of the rights conferred under sub-clause (b) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
 - (d) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise or non-exercise by the Government of the rights conferred under sub-clause (b) of this Special Condition.
- F. Special Condition no. (7) in Part A of the Land Grant provides that for the purpose only of carrying out the works specified in Special Condition No. (6)(a) in Part A, the Grantee shall on the date of the Land Grant be granted possession of the Green Areas. The Green Areas or any part or parts thereof shall be re-delivered up to the Government on demand and in any event shall be deemed

to have been re-delivered up to the Government by the Grantee on the date of a letter from the Director indicating that the Conditions of the Land Grant have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Areas or any part or parts thereof allow free access over and along the Green Areas or any part or parts thereof for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (6)(a) in Part A or otherwise.

- G. Special Condition no. (8) in Part A of the Land Grant provides that the Grantee shall not without the prior written consent of the Director use the Green Areas or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (6)(a) in Part A.
- H. Special Condition no. (9) in Part A of the Land Grant provides that:
 - (a) The Grantee shall at all reasonable times while he is in the possession of the Green Areas or any part or parts thereof:
 - (i) permit the Government, the Director, their officers, contractors, agents, workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Green Areas or any part or parts thereof for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (6)(a) in Part A and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (6)(b) in Part A; and any other works which the Director may consider necessary in the Green Areas or any part or parts thereof;
 - (ii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of

charge to, from and through the lot and the Green Areas or any part or parts thereof as the Government or the relevant public utility companies authorized by the Government may require for the purpose of any works to be carried out in, upon or under the Green Areas or any part or parts thereof or any adjoining land, including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cableducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas or any part or parts thereof or any adjoining land; and

- (iii) permit the officers of the Water Authority and any other persons authorized by them with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Green Areas or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repair, replacement and alteration of any waterworks installations within the lot and the Green Areas or any part or parts thereof.

For the purposes of the Conditions of the Land Grant, "Water Authority" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation ("the Waterworks Ordinance").

- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition; or the exercise or non-exercise by the Government, the Director, their officers,

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contractors, agents, workmen, the officers of the Water Authority or the relevant public utility companies authorized by the Government or any other persons authorized under sub-clause (a) of this Special Condition of the rights conferred thereunder, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition, or the exercise or non-exercise by the Government, the Director, their officers, contractors, agents, workmen, the officers of the Water Authority or the relevant public utility companies authorized by the Government or any other persons authorized under sub-clause (a) of this Special Condition of the rights conferred thereunder.
- I. Special Condition no. (10) in Part A of the Land Grant provides that:
 - (a) The Grantee shall on or before the 31st day of December 2029 or such other date as may be approved by the Director, at the Grantee's 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 demolish and remove from the Yellow Area the Existing Buildings and Structures erected thereon, and lay and form the Yellow Area.
 - (b) The Grantee shall thereafter at the Grantee's own expense clean, manage, maintain and repair the Yellow Area in all respects to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered up to the Government in accordance with Special Condition No. (11) in Part A.
 - (c) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the

cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.

- (d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; or the exercise or non-exercise by the Government of the rights conferred under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; or the exercise or non-exercise by the Government of the rights conferred under sub-clause (c) of this Special Condition.
- J. Special Condition no. (11) in Part A of the Land Grant provides that for the purpose only of carrying out the works specified in Special Conditions Nos. (10)(a) and (10)(b) both in Part A, the Grantee shall on the date of the Land Grant be granted possession of the Yellow Area. The Yellow Area shall be re-delivered up to the Government on demand and in any event shall be deemed to have been re-delivered up to the Government by the Grantee on the date of a letter from the Director indicating that the Conditions of the Land Grant have been complied with to his satisfaction.
- K. Special Condition no. (12) in Part A of the Land Grant provides that the Grantee shall not without the prior written consent of the Director use the Yellow Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Conditions Nos. (10)(a) and (10)(b) both in Part A.

- L. Special Condition no. (13) in Part A of the Land Grant provides that:

- (a) The Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof permit the Government, the Secretary for Education, the Director, their officers, contractors, agents, workmen and any persons and public utility companies authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Yellow Area or any part or parts thereof for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Special Conditions Nos. (10)(a) and (10)(b) both in Part A and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (10)(c) in Part A and any other works which the Director may consider necessary in the Yellow Area or any part or parts thereof.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition; or the exercise or non-exercise by the Government, the Secretary for Education, the Director, their officers, contractors, agents, workmen or any persons or public utility companies authorized by the Director of the rights conferred under sub-clause (a) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition; or the exercise or non-exercise by the Government, the Secretary for Education, the Director, their officers,

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contractors, agents, workmen or any persons or public utility companies authorized by the Director of the rights conferred under sub-clause (a) of this Special Condition.

M. Special Condition no. (14) in Part A of the Land Grant provides that:

- (a) The Grantee shall on the date of the Land Grant be granted possession of the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area. The Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them as the Director may at his sole discretion specify or require shall be re-delivered up to the Government on demand by serving on the Grantee not less than one calendar month's prior written notice to that effect and in any event shall be deemed to have been re-delivered up to the Government by the Grantee on such date or dates as may be specified in a notice or notices from the Director demanding for the re-delivery of possession of the Yellow Hatched Black Areas or the Yellow Hatched Black Hatched Green Area or any part or parts of any of them, provided always that the Government shall not be obliged to demand the re-delivery of possession of the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them but may do so as and when it sees fit.
- (b) (i) The Grantee acknowledges that as at the date of the Land Grant, there are some structures existing within the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area (hereinafter collectively referred to as "the Yellow Hatched Black Areas Structures").
- (ii) The Grantee shall, as and when required by the Director, at the Grantee's own expense fence the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area and erect light poles, drop gates or such other structures within the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area at such location as the Director at his sole discretion may require.
- (iii) The Grantee shall, while he is in possession of the Yellow Hatched Black Areas or the Yellow Hatched

Black Hatched Green Area or any part or parts of any of them, at his own expense clean, uphold, manage, maintain and repair the Yellow Hatched Black Areas, the Yellow Hatched Black Hatched Green Area and any part or parts of any of them in his possession, the Yellow Hatched Black Areas Structures and all structures erected thereon under sub-clause (b)(ii) of this Special Condition in good and substantial repair and condition and in all respects to the satisfaction of the Director until such time as possession of the whole of the Yellow Hatched Black Areas and Yellow Hatched Black Hatched Green Area has been re-delivered up to the Government in accordance with sub-clause (a) of this Special Condition. If the Grantee has delivered up possession of a part or parts of the Yellow Hatched Black Areas, or the Yellow Hatched Black Hatched Green Area in accordance with sub-clause (a) of this Special Condition, the obligations of the Grantee under this sub-clause (b)(iii) shall be construed as applying to the remaining part or parts of the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area in respect of which the possession has not been delivered up to the Government pursuant to sub-clause (a) of this Special Condition. The Grantee shall not place or permit or suffer to be placed any debris, object or material of whatever nature within the Yellow Hatched Black Areas or the Yellow Hatched Black Hatched Green Area or any part or parts of any of them and shall keep the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area free from such debris, object or material.

- (c) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
- (d) The Grantee shall not without the prior written consent of the Director use the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them 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 sub-clause (b) of this Special Condition and Special Condition No. (18)(d) in Part A.

- (e) The Grantee shall at all reasonable times while he is in possession of the Yellow Hatched Black Areas or the Yellow Hatched Black Hatched Green Area or any part or parts thereof:
 - (i) permit the Government, the Director, their officers, contractors, agents, workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and Special Condition No. (18)(d) in Part A and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Yellow Hatched Black Areas or the Yellow Hatched Black Hatched Green Area or any part or parts of any of them;
 - (ii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them as the Government or the relevant public utility companies authorized by the Government may require for the purpose of any works to be carried out in, upon or under the Yellow Hatched Black Areas or the Yellow Hatched Black Hatched Green Area or any part or parts of any of them, 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

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other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them; and

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them 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 waterworks installations within the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them.
- (f) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (b) of this Special Condition; or the exercise or non-exercise by the Government, the Director, their officers, contractors, agents, workmen, the officers of the Water Authority or the relevant public utility companies authorized by the Government or any other persons authorized under sub-clause (e) of this Special Condition of the rights conferred thereunder, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (g) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands,

actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (b) of this Special Condition; or the exercise or non-exercise by the Government, the Director, their officers, contractors, agents, workmen, the officers of the Water Authority or the relevant public utility companies authorized by the Government or any other persons authorized under sub-clause (e) of this Special Condition of the rights conferred thereunder.

- N. Special Condition no. (29) in Part A of the Land Grant provides that:
 - (a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance caused by such storm-water or rain-water.
 - (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense and to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon

failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

- O. Special Condition no. (3) in Part C of the Land Grant provides that:
 - (a) The Grantee shall on or before the 31st day of December 2029 at his own expense submit to the Director of Planning for his written approval a landscape master plan containing such information on the landscape works to be provided within the lot as the Director of Planning may require or specify at his sole discretion. The aforesaid landscape master plan as approved by the Director of Planning is hereinafter referred to as "the Approved Landscape Master Plan".
 - (b) The Grantee shall at his own expense implement and complete the landscape works in accordance with the Approved Landscape Master Plan in all respects to the satisfaction of the Director of Planning. No amendment, variation, alteration, modification or substitution of the Approved Landscape Master Plan shall be made without the prior written approval of the Director of Planning.
 - (c) The Grantee shall, upon completion of the landscape works in accordance with sub-clause (b) of this Special Condition and throughout the term of the Land Grant, at his own expense keep and maintain the landscape works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director of Planning.
- P. Special Condition no. (6)(c) in Part C of the Land Grant provides that:
 - (c) (i) Without prejudice to Special Condition No. (3) in Part C, the Grantee shall at his own expense submit to the Director of Buildings (hereinafter referred to as "the D of B") for his written approval a plan indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as "the Greenery Area"), the layout and size of the Greenery Area and such other

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information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "the Greenery Submission"). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Grantee. The aforesaid submission as approved by the D of B is hereinafter referred to as "the Approved Greenery Submission". For the purposes of the Special Conditions, "building works" shall be as defined in the Buildings Ordinance.

- (ii) The Grantee shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission shall be made without the prior written approval of the D of B.

Q. Special Condition no. (8)(c) in Part C of the Land Grant provides that the grantee shall at his own expense maintain those parts of recreational facilities provided within the lot and facilities ancillary thereto which are exempted from the gross floor area calculation pursuant to the Land Grant ("the Exempted Facilities") in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director. The Exempted Facilities shall only be used by the residents of the residential block(s) in the Development and their bona fide visitors and by no other person or persons.

R. Special Condition no. (12) in Part C of the Land Grant provides that:

- (a) Subject to Special Condition No. (3) in Part C, the Grantee shall on or before the 31st day of December 2029, at his own expense and in all respects to the satisfaction of the Director, landscape, lay, form, construct and surface the Pedestrian Passageway on and along the areas shown coloured pink hatched black and pink hatched black hatched green on PLAN

I annexed to the Land Grant in such manner, with such materials and to such standard, levels, and designs as the Director shall approve or require.

- (b) Upon completion of the construction of the Pedestrian Passageway in accordance with sub-clause (a) of this Special Condition, the Grantee shall throughout the term of the Land Grant at all times during the day and night and in accordance with any requirements which the Director may impose, permit all members of the public for all lawful purposes freely and free of charge to pass and repass on foot or by wheelchair on, along, to, from, by and through the Pedestrian Passageway.
- (c) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Passageway or any part or parts thereof to the public for the right of passage.
- (d) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor (hereinafter referred to as "the Building (Planning) Regulations") or otherwise, and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.
- (e) Except as provided in sub-clause (a) of this Special Condition, the Grantee shall not place or allow or suffer to be placed on or within the Pedestrian Passageway or any part thereof any merchandise, goods, stores, carts or any other articles of any nature whatsoever without the prior written approval of the Director. In the event of any such merchandise, goods, stores, carts or any other articles being placed on or within the Pedestrian Passageway without the prior written approval of the Director, then and without prejudice to any other rights which the Government may have under the Conditions of the Land Grant, it

shall be lawful for the Government, the Director or other person or persons deputed to act on behalf of the Government to make arrangements for the immediate removal of such merchandise, goods, stores, carts or other articles from the Pedestrian Passageway to such other place and by such means as the Government, the Director or other person or persons deputed to act on behalf of the Government shall deem appropriate and the Grantee shall on demand pay to the Government all costs and expenses thereof incurred by the Government as certified by the Director.

- (f) Upon completion of the construction of the Pedestrian Passageway in accordance with sub-clause (a) of this Special Condition, the Grantee shall throughout the term of the Land Grant, at his own expense and in all respects to the satisfaction of the Director, maintain and manage the Pedestrian Passageway in a good, clean and tidy condition and keep the Pedestrian Passageway in good repair and well lit (as to which the decision of the Director shall be final and binding on the Grantee), and in the event of the Pedestrian Passageway not being so maintained or not being kept in good repair or not being well lit, it shall be lawful for the Government, the Director or other person or persons deputed to act on behalf of the Government to make arrangements for the maintenance, repair and lighting of the Pedestrian Passageway and the Grantee shall on demand pay to the Government the cost and expenses thereof as certified by the Director.
- (g) The Grantee shall at all times throughout the term of the Land Grant permit the Government, the Director or other person or persons deputed to act on behalf of the Government with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot (including but not limited to the Pedestrian Passageway) and the Green Areas or any part of them for the purposes of inspecting, checking and supervising any works to be carried out in accordance with sub-clauses (a), (e) and (f) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clauses (e) and (f) of this Special Condition or any other works which the Director may consider necessary in the Pedestrian Passageway or any part or

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parts thereof.

- (h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever or howsoever caused to or suffered by the Grantee or any other persons arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (e), (f) and (g) of this Special Condition or the exercise or non-exercise by the Government, the Director or other person or persons deputed to act on behalf of the Government of the rights conferred under sub-clauses (e), (f) and (g) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (e), (f) and (g) of this Special Condition or the exercise or non-exercise by the Government, the Director or other person or persons deputed to act on behalf of the Government of the rights conferred under sub-clauses (e), (f) and (g) of this Special Condition.
- (j) Without prejudice to the rights of the Government against the Grantee under this Special Condition, the DMC (as defined in Special Condition No. (27)(a)(i) in Part C) shall contain provisions to the following effect:
 - (i) only the owner(s) of the building or buildings erected or to be erected on the lot, or any part or parts thereof, for non-industrial (excluding private residential, the Government Accommodation (as defined in Special Condition No. (13)(a) in Part C), godown, hotel and petrol filling station) purposes shall be:
 - (I) responsible for the maintenance and management charges for the Pedestrian Passageway; and

- (II) liable for all the costs and expenses payable by the Grantee to the Government under sub-clauses (e) and (f) of this Special Condition; and

- (ii) neither The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "F.S.I." which expression shall if the context permits include its successors and assigns) as owner of the Government Accommodation (as defined in Special Condition No. (13)(a) in Part C), nor any owner of the building or buildings, or any part or parts thereof, for private residential purposes shall be liable to pay or contribute towards:

- (I) any management and maintenance charges for the Pedestrian Passageway; and

- (II) the costs and expenses payable by the Grantee to the Government under sub-clauses (e) and (f) of this Special Condition.

S. Special Condition no. (13) in Part C of the Land Grant provides that:

(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule and the plans approved under Special Condition No. (14)(a) in Part C, the following accommodation:

- (i) (I) one residential care home for the elderly as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation with a net operational floor area of not less than 1,353.5 square metres; and

- (II) one space measuring 3 metres in width and 8 metres in length with minimum headroom of 3.3 metres for the exclusive use of the residential care home for the elderly referred to in sub-clause (a)(i)(I) of this Special Condition for the parking of private light buses licensed

under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance"), in connection with the operation of the residential care home for the elderly referred to in sub-clause (a)(i)(I) of this Special Condition and their bona fide guests, visitors or invitees

(hereinafter collectively referred to as "the Residential Care Home for the Elderly") to be completed and made fit for occupation and operation on or before the 31st day of December 2029;

- (ii) (I) one day care centre for the elderly with a net operational floor area of not less than 358.2 square metres; and

- (II) three spaces each measuring 3 metres in width and 8 metres in length with minimum headroom of 3.3 metres for the exclusive use of the day care centre for the elderly referred to in sub-clause (a)(ii)(I) of this Special Condition for the parking of private light buses licensed under the Road Traffic Ordinance, in connection with the operation of the day care centre for the elderly referred to in sub-clause (a)(ii)(I) of this Special Condition and their bona fide guests, visitors or invitees

(hereinafter collectively referred to as "the Day Care Centre for the Elderly") to be completed and made fit for occupation and operation on or before the 31st day of December 2029;

- (iii) one neighbourhood elderly centre with a net operational floor area of not less than 302.8 square metres (hereinafter referred to as "the Neighbourhood Elderly Centre") to be completed and made fit for occupation and operation on or before the 31st day of December 2029; and

- (iv) one lay-by measuring 3 metres in width and 9 metres in length with minimum headroom of 3.8 metres for picking up and setting down of passengers from motor vehicles including taxis,

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ambulances and private light buses for the joint use by and in connection with the operation of the Residential Care Home for the Elderly and the Day Care Centre for the Elderly (hereinafter referred to as "the Lay-by") and to be completed and made fit for occupation and operation on or before the 31st day of December 2029

(which accommodation referred to in this sub-clause (a) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be final and binding on the Grantee) are hereinafter collectively referred to as "the Government Accommodation"). For the purposes of the Conditions of the Land Grant, "private light bus", "motor vehicle" and "taxi" shall be as defined in the Road Traffic Ordinance.

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

T. Special Condition no. (14) in Part C of the Land Grant provides that:

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

(ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.

(iii) The plans of the Government Accommodation approved under sub-clause (a)(i) of this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director under sub-clause (a)(ii) of this Special Condition.

(b) No building works (other than site formation works,

the Demolition Works and the Diversion Works) shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition.

U. Special Condition no. (15) in Part C of the Land Grant provides that:

(a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedule as he shall at his absolute discretion deem fit.

(b) No amendment, variation, alteration, modification or substitution to the Technical Schedule shall be made by the Grantee except with the prior written approval of the Director.

(c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Grantee as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedule and form part thereof.

(d) If in the opinion of the Director (whose opinion shall be final and binding on the Grantee) there exists any inconsistency between the Technical Schedule and the Conditions of the Land Grant, the Conditions of the Land Grant shall prevail.

V. Special Condition no. (22) in Part C of the Land Grant provides that the Director shall have the right to demand at any time before the assignment of the Government Accommodation or any part thereof pursuant to Special Condition No. (20) in Part C, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director in respect of which a certificate of completion shall have been issued under Special Condition No. (19)(b) in Part C and the Grantee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate.

W. Special Condition no. (23) in Part C of the Land Grant provides that:

(a) Without prejudice to Special Condition No. (24) in Part C, the Grantee shall, at all times until expiry of the Defects Liability Period (as defined in Special Condition

No. (24)(a)(ii) in Part C), at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.

(b) For the purpose of this Special Condition, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No. (20) in Part A.

X. Special Condition no. (24) in Part C of the Land Grant provides that:

(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor:

(i) which may exist at the respective dates of delivery of possession by the Grantee of the Residential Care Home for the Elderly, the Day Care Centre for the Elderly, the Neighbourhood Elderly Centre and the Lay-by, or such part thereof, together with any other areas, facilities, services and installations exclusive thereto; and

(ii) which shall occur or become apparent within a period of 365 days after the respective dates of delivery of possession by the Grantee of the Residential Care Home for the Elderly, the Day Care Centre for the Elderly, the Neighbourhood Elderly Centre and the Lay-by, or such part thereof, together with any other areas, facilities, services and installations exclusive thereto (hereinafter referred to as "Defects Liability Period").

(b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as

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may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the respective dates of delivery of possession thereof by the Grantee.

- (c) The Director or F.S.I. or both will, shortly before the expiry of each and every Defects Liability Period, cause an inspection to be carried out in respect of the relevant part of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 days after the expiry of each of and every Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) which may be evident in the relevant part of the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.
- (d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director

(whose decision shall be final and binding on the Grantee) together with a sum equivalent to 20 % of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee provided that the Government or F.S.I. or both shall be entitled to deduct from the Security Money (as defined in sub-clause (e) of this Special Condition) the costs, charges and fees due and owing by the Grantee to the Government or F.S.I. or both under this sub-clause (d) and in the event of the Security Money (as defined in sub-clause (e) of this Special Condition) being insufficient to cover all costs, charges and fees due and owing by the Grantee the deficit shall be paid by the Grantee on demand.

- (e) The Grantee shall contemporaneously with the assignment of the Government Accommodation or any part thereof as provided for in Special Condition No. (20) in Part C, deposit with the Government a sum of HK\$10,810,000.00 (hereinafter referred to as "the Security Money"). Subject to the proviso to sub-clause (d) of this Special Condition, the Security Money shall become due to the Grantee upon the expiry of each and every such Defects Liability Period as relating to the Residential Care Home for the Elderly, the Day Care Centre for the Elderly, the Neighbourhood Elderly Centre and the Lay-by of the Government Accommodation or any part thereof and the building services installations therefor and the Grantee having satisfactorily carried out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works (whether in respect of workmanship, material, design or otherwise) as are required by the Director or F.S.I. or both (it being expressly declared and agreed that no interest in respect of such Security Money or any part thereof will be payable).
- (f) For the purpose of this Special Condition, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No. (20) in Part A.

- Y. Special Condition no. (25) in Part C of the Land Grant provides that the Grantee shall, at his own expense and as soon as practicable but no later than 8 weeks from the respective dates of delivery of possession by the Grantee of the Residential Care Home for the Elderly, the Day Care Centre for the Elderly, the Neighbourhood Elderly Centre

and the Lay-by of the Government Accommodation or any part thereof, together with any other areas, facilities, services and installations exclusive thereto, provide to the Director all documents, drawings and materials relating thereto in accordance with the requirement of the Technical Schedule.

- Z. Special Condition no. (26) in Part C of the Land Grant provides that:
- (a) The Grantee shall throughout the term of the Land Grant at his own expense but subject to any contribution by F.S.I. referred to in Special Condition No. (27)(a)(ii)(I) in Part C and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):
- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
 - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
 - (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
 - (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
 - (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

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

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Grantee to maintain the Items.

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

AA. Special Condition no. (30) in Part C of the Land Grant provides that:

- (a)(i) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as "C for T") for the parking of motor vehicles licensed under the Road Traffic Ordinance according to a prescribed rate based on the respective size of the residential units on the lot ("the Residential Parking Spaces").
- (a)(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance shall be provided within the lot to the satisfaction of the C for T according to a prescribed rate based on the number of residential units provided in any block of residential units on the lot ("the Visitors' Parking Spaces").
- (b)(i)(I) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance according to a prescribed rate based on the gross floor area of the building(s) or part of building(s) on the lot for office purpose ("the Office Parking Spaces").
- (b)(i)(II) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance according to a prescribed rate based on the gross floor area of the building(s) or part of building(s) on the lot for non-industrial (excluding private residential, office, the Government Accommodation, the Public Vehicle Park (as defined in Special Condition No. (36)(a) in Part C), godown, hotel and petrol filling station) purpose ("the Non-Industrial Parking Spaces").
- (c)(i) Out of the Residential Parking Spaces, the Visitors' Parking Spaces, the Office Parking Spaces and the Non-Industrial Parking Spaces, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled

persons (as defined in Road Traffic Ordinance) (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for Disabled Persons") as the Building Authority may require or approve.

- (d)(i)(I) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance according to a prescribed rate based on the number of residential units provided in any block of residential units on the lot ("the Residential Motor Cycle Parking Spaces").
- (d)(i)(II) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance according to a prescribed rate based on the number of Office Parking Spaces ("the Office Motor Cycle Parking Spaces").
- (d)(i)(III) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance according to a prescribed rate based on the number of Non-Industrial Parking Spaces ("the Non-Industrial Motor Cycle Parking Spaces").

BB. Special Condition no. (31) in Part C of the Land Grant provides that:

- (a)(i) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles according to a prescribed rate ("the Loading and Unloading Spaces").
- (a)(ii) Spaces shall be provided within the lot to the satisfaction of the C for T as lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) according to a prescribed rate based on the gross floor area of the building(s) or part(s) of building(s) on the lot for office purpose.

CC. Special Condition no. (5) in Part B of the Land Grant provides that from the date of the Land Grant up to and including the day prior to the date of the First Consent:

- (a) Space shall be provided within the lot to the satisfaction of the Director for the manoeuvring, parking, loading and unloading of vehicles according to a prescribed rate.
- (b) Space shall be provided within the lot to the satisfaction of the Director for the manoeuvring, parking, loading and unloading of container trailer with its prime mover according to a prescribed rate.
- (c) The space so provided shall not be used for any purpose other than for the manoeuvring, parking, loading and unloading of vehicles.
- (e) Of the space provided for parking, loading and unloading referred to in sub-clause (a) of this Special Condition, one half shall be used for the parking of private cars and light vans and one half for the parking, loading and unloading of lorries.
- (f) Of the space provided for lorries and containers on trailers, two-thirds shall be used for parking and one-third to provide for simultaneous loading and unloading.
- (g) The space provided for the manoeuvring, parking, loading and unloading shall be laid out in such manner that on entering and leaving the lot, no reversing movement of vehicles including containers on trailers with their prime movers from or onto the roads abutting the lot will be necessary.

DD. Special Condition no. (36) in Part C of the Land Grant provides that:

- (a) In addition to the requirements under Special Conditions Nos. (13)(a)(i)(II), (13)(a)(ii)(II) and (13)(a)(iv) all in Part C and Special Conditions Nos. (30) and (31) both in Part C (as may be respectively varied under Special Condition No. (32) in Part C), the Grantee shall at his own expense and in all respects to the satisfaction of the Director and in accordance with the Approved PVP Layout Plan (as defined in sub-clause (b) of this Special Condition) erect, construct, provide, manage and maintain below the ground level of the lot a public

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vehicle park (hereinafter referred to as “the Public Vehicle Park”) (the decision of the Director as to what constitutes the ground level of the lot shall be final and binding on the Grantee). The Grantee shall provide within the Public Vehicle Park:

- (i) 51 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 2.5 metres in width and 5 metres in length with minimum headroom of 2.4 metres, provided always that out of the spaces so provided under this sub-clause (a)(1), such number of spaces as the Building Authority may require or approve shall be reserved and designated exclusively for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons subject to a minimum of one space being so reserved and designated and the dimensions of each of the spaces so reserved and designated shall be as the Building Authority may require or approve; and
- (ii) 22 spaces for the parking of heavy goods vehicles and buses respectively licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 3.5 metres in width and 12 metres in length with minimum headroom of 4.7 metres.

For the purposes of the Conditions of the Land Grant, “heavy goods vehicle” and “bus” shall be as defined in the Road Traffic Ordinance.

- (b) The Grantee shall, prior to commencement of any building works (other than the Demolition Works, the Diversion Works and site formation works) on the lot, at his own expense and in all respects to the satisfaction of the Director, submit or cause to be submitted to the Director for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the Director (hereinafter referred to as “the PVP Layout Plan”). The PVP Layout Plan as approved by the Director under this sub-clause (b) is hereinafter referred to as “the Approved PVP Layout Plan”. The parking spaces, turning circles, ceiling

height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the Approved PVP Layout Plan and in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the Approved PVP Layout Plan shall be made without the prior written consent of the Director. The Grantee shall at his own expense maintain the parking spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the Approved PVP Layout Plan.

- (g) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times during day and night for short-term parking of motor vehicles licensed under the Road Traffic Ordinance on an hourly basis or a monthly basis or on such other basis as may be approved in writing by the C for T. The Grantee shall at all times during day and night permit all members of the public to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and any building or buildings erected or to be erected on the lot for the purpose of gaining access to and from the Public Vehicle Park.
- (i) The parking spaces provided within the Public Vehicle Park under sub-clause (a) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles, heavy goods vehicles and buses all licensed under the Road Traffic Ordinance, and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.
- (l) The Grantee shall not at any time whether prior to or after compliance with the Conditions of the Land Grant in all respects to the satisfaction of the Director, assign, mortgage, charge, underlet, grant licence, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or

document of any description) or enter into any agreement so to do except as a whole together with all the undivided shares in the lot as may be allocated to the Public Vehicle Park in the DMC provided that the Grantee may, at any time whether prior to or after compliance with the Conditions of the Land Grant in all respects to the satisfaction of the Director but only after the Car Park Layout Plans (as defined in Special Condition No. (39)(a) in Part C) have been deposited with the Director under Special Condition No. (39)(a) in Part C, underlet or grant licence to use or occupy any of the parking spaces within the Public Vehicle Park subject to the conditions as stipulated in sub-clauses (g) and (i) of this Special Condition and on condition that such underletting or licence shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, covering the parking spaces within the Public Vehicle Park or any part or parts thereof, to which such underletting or licence relates.

- (m) The Grantee shall on or before the 31st day of December 2029 commence to operate the Public Vehicle Park and shall at all times throughout the term of the Land Grant continue to operate, uphold, maintain, repair, conduct and manage at his own expense the Public Vehicle Park and everything forming a part of or pertaining to it in accordance with the Conditions of the Land Grant, the Approved PVP Layout Plan, all Ordinance, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and in all respects to the satisfaction of the C for T.
- (n) The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times and in particular after commencement of operation of the Public Vehicle Park or any part or parts thereof and particularly when carrying out any works upon over, under, in or within the lot to avoid causing any damage, disturbance or interference to the Public Vehicle Park or any part or parts thereof. The Grantee shall ensure that any such works do not damage, interfere with or endanger the safe operation of the Public Vehicle Park or any part or parts thereof (as to which the decision of the Director shall be final and conclusive).

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- (o) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
 - (p) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition.
- EE. Special Condition no. (37) in Part C of the Land Grant provides that the Grantee shall not use or employ any mechanical parking system in providing the parking spaces under Special Conditions Nos. (13), (30), (31) and (36) all in Part C. No spaces under Special Conditions Nos. (13), (30), (31) and (36) all in Part C shall be provided by way of any form or type of mechanical parking system. For the purpose of this Special Condition, the decision of the Director as to what constitute a mechanical parking system shall be final and binding on the Grantee.
- FF. Special Condition no. (38) in Part C of the Land Grant provides that:
- (a) The Grantee shall at all times throughout the term of the Land Grant permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Conditions Nos. (30), (31), (32) and (36) all in Part C by the Grantee.
 - (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise or non-exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- GG. Special Condition no. (39) in Part C of the Land Grant provides that:
- (a)&(b) The Grantee shall at his own expense deposit with the Director and submit to C for T plan(s) approved by the C for T (including the Approved PVP Layout Plan) and maintain the parking, loading and unloading spaces and lay-by and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas in accordance with the car park layout plan deposited with the Director and approved by the C for T.
 - (e) The Grantee hereby:
 - (i) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and
 - (ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(1) of this Special Condition.
 - (f) For the purpose of sub-clause (e) of this Special Condition, the Grantee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.
 - (g) The Grantee hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of this Special Condition shall survive and continue to be binding on the Grantee after the expiry or sooner determination of the term of the Land Grant.
 - (h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; any omission or mistake in the Car Park Layout Plans; the exercise or non-exercise by the C for T, the Director, the Government, their officers, contractors, agents,

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workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; or any omission or mistake in the Car Park Layout Plans.

HH. Special Condition no. (40) in Part C of the Land Grant provides that:

(a) The Grantee shall:

- (i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as "the Facilities, Installations and Equipment") to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as "the Parking Information System Area") for the purpose of submitting information relating to and associated with:
 - (I) the Visitors' Parking Spaces in the event that not less than 10 such spaces are provided or to be provided within the lot; and
 - (II) the spaces provided in accordance with Special Conditions Nos. (30)(b)(i)(I), (30)(b)(i)

(II), 30(d)(i)(II) and (30)(d)(i)(III) all in Part C (as may be respectively varied under Special Condition No. (32) in Part C) and the spaces provided in the Public Vehicle Park in accordance with Special Condition No. (36)(a) in Part C,

including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as "the Parking Information") as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than the Demolition Works, the Diversion Works and site formation works) shall be commenced on the lot until such approval shall have been obtained;

- (ii) on or before the 31st day of December 2029 or such other date as may be approved by the Director, at the Grantee's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Grantee's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term of the Land Grant, maintain at the Grantee's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purpose of fulfilling the Grantee's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T; and
- (iii) at all reasonable times throughout the term of the Land Grant permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition.

(b) The Grantee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Grantee) and thereafter at all times throughout the term of the Land Grant, at the Grantee's own expense and in all respects to the satisfaction of the C for T, submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Grantee).

(c) The Grantee hereby:

- (i) gives his consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by such government department or third party; and
 - (ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.
- (d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or

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incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Grantee in relation to the submission of the Parking Information in accordance with sub-clause (b) of this Special Condition; the exercise or non-exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Grantee in relation to submitting the Parking Information in accordance with sub-clause (b) of this Special Condition; or the exercise or non-exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (a)(iii) of this Special Condition.

II. Special Condition no. (41) in Part C of the Land Grant provides that:

- (a) The Grantee shall on or before the 31st day of December 2029 or such other date as may be approved by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority, provide and install an outstation or outstations together with facilities and associated equipment as

may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance.

- (b) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as "the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:
 - (i) a layout plan showing the locations of the AMR Outstations;
 - (ii) details of the design, layout and equipment for building up the AMR Outstations; and
 - (iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof (the said area or space as approved by the Water Authority is hereinafter referred to as "the Area or Space").
- (c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of this Special Condition. The AMR Outstations provided and installed in accordance with the AMR Outstation Proposals approved under sub-clause (b) of this Special Condition are hereinafter referred to as "the Approved AMR Outstations".
- (d) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until the Approved AMR Outstations shall have been delivered

up to the Water Authority in accordance with sub-clause (g) of this Special Condition.

- (e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the Area or Space. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee), there are structures, objects or materials erected or placed on, over, above, under, below or within the Area or Space which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the Area or Space within such period as specified in the notice.
- (f) In the event of non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition, the Water Authority may carry out the necessary works at the cost of the Grantee who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Grantee.
- (g) The Approved AMR Outstations or any of them as required shall be delivered up to the Water Authority by the Grantee on demand on such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered up to the Water Authority by the Grantee on the date of a letter from the Director indicating that the Conditions of the Land Grant have been complied with to his satisfaction.
- (h) The Grantee shall at all times throughout the term of the Land Grant permit the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and

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through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:

- (i) inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (a), (d) and (e) of this Special Condition;
 - (ii) carrying out any works under sub-clause (f) of this Special Condition; and
 - (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered up to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.
- (i) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition; or the exercise or non-exercise by the Water Authority, its officers, contractors, agents, its or their workmen or any persons authorized by the Water Authority of any of the rights conferred under sub-clauses (f) and (h) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (j) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition; or the exercise or non-exercise by the Water Authority, its officers, contractors, agents, its or their workmen or any persons authorized by the Water Authority of any

of the rights conferred under sub-clauses (f) and (h) of this Special Condition.

6. Lease conditions that are onerous to a purchaser:

- A. General Condition No. 4 of the Land Grant provides that the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any breach of the Conditions of the Land Grant or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director (whose opinion shall be final and binding on the Grantee), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Grantee whether or not such use, development or redevelopment, activities or works are in compliance with the Conditions of the Land Grant or in breach thereof.
- B. General Condition No. 10 of the Land Grant provides that:
- (a) Upon any failure or neglect by the Grantee to perform, observe or comply with the Conditions of the Land Grant the Government shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works on the lot or any part thereof and the rights of the Grantee under the Land Grant shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of the terms and conditions of the Land Grant.
 - (b) Upon re-entry, the Grantee shall not be entitled to any refund of premium, payment or compensation in respect of the value of the lot or the buildings thereon or any amount expended by the Grantee in the preparation, formation or development of the lot or any part thereof or otherwise.
- C. Special Condition No. (5)(b) in Part A of the Land Grant provides that the lot is granted subject to all and any rights,

claims, actions, proceedings and liabilities whether arising by way of adverse possession or otherwise as existing on the date of the Land Grant in relation to the lot or any part thereof agreed to be granted by the Land Grant.

- D. Special Condition No. (16) in Part A of the Land Grant provides that no tree growing on the lot or adjacent thereto including the Yellow Hatched Black Areas 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.
- E. Special Condition No. (18) in Part A of the Land Grant provides that:
- (a) The Grantee acknowledges that as at the date of the Land Grant, there is an existing storm water drain (hereinafter referred to as "the Existing Storm Water Drain") within those portions of the lot shown coloured pink hatched black and pink hatched black hatched green on PLAN I annexed to the Land Grant and the Green Areas at the approximate location and along the alignment as shown for identification purpose only by a blue line on PLAN I annexed to the Land Grant. Except as provided in sub-clauses (d) and (e) of this Special Condition, the Grantee shall not interfere with, obstruct, remove or relocate or permit or suffer to be interfered with, obstructed, removed or relocated the Existing Storm Water Drain or any part or parts thereof.
 - (b) Without prejudice to Special Condition No. (3)(a) in Part A and General Condition No. 2 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of the Land Grant subject to the presence of the Existing Storm Water Drain, and no objection or claim whatsoever shall be made or raised against the Government by the Grantee in respect of or on account of the same.
 - (c) Except with the prior written approval of the Director of Drainage Services and subject to such terms and conditions as he may impose:
 - (i) no building, structure or support for any building or structure (except the Pedestrian Passageway (as defined in Special Condition No. (12)(a) in Part C), boundary walls and fences) shall be erected,

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constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched black hatched green on PLAN I annexed to the Land Grant and the Yellow Hatched Black Hatched Green Area and marked "7m D.R." on PLAN I annexed to the Land Grant (hereinafter collectively referred to as "the Drainage Reserve Area"), and no material or object of whatever nature shall be placed or stored within the Drainage Reserve Area; and

- (ii) no tree shall be planted and no site formation works shall be carried out within the Drainage Reserve Area, and for the purposes of the Conditions of the Land Grant, "site formation works" shall be as defined in the Buildings Ordinance.
- (d) Without prejudice to Special Conditions Nos. (28) and (29) both in Part A, the Grantee may, upon obtaining the prior written approval of the Director of Drainage Services under sub-clause (e) of this Special Condition, at the Grantee's own expense and in all respects to the satisfaction of the Director of Drainage Services, carry out works to remove or abandon the entire section of the Existing Storm Water Drain or divert the entire section of the Existing Storm Water Drain to such location or locations outside the lot, with such materials and to such standard, specification and design as the Director of Drainage Services may approve or require (the works to remove, abandon or divert the entire section of the Existing Storm Water Drain are hereinafter collectively referred to as "the Diversion Works"), provided always that the Grantee must carry out the Diversion Works in accordance with the proposal as approved by the Director of Drainage Services under sub-clause (e) of this Special Condition and in good and workmanlike manner in all respects to the satisfaction of the Director of Drainage Services.
- (e) Prior to commencement of the Diversion Works, the Grantee shall at his own expense submit or cause to be submitted to the Director of Drainage Services for his approval in writing a proposal for the Diversion Works. The Grantee shall not carry out the Diversion Works until the Director of Drainage Services shall have given his written approval to the proposal.
- (f) Upon completion of the Diversion Works, the Grantee

shall at his own expense maintain all drains (including but not limited to storm water drains), catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Diversion Works (hereinafter collectively referred to as "the Diverted Storm Water Drain") in good and substantial repair and condition and in all respects to the satisfaction of the Director of Drainage Services until the Diverted Storm Water Drain shall be handed over by the Grantee to the Government in accordance with sub-clause (g) of this Special Condition.

- (g) The Diverted Storm Water Drain shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted Storm Water Drain shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that the Conditions of the Land Grant have been complied with to his satisfaction.
- (h) In the event that the entire section of the Existing Storm Water Drain is completely removed or diverted from the lot or abandoned in all respects to the satisfaction of the Director of Drainage Services, the Drainage Reserve Area shall cease to exist and thereupon the rights and obligations of the Grantee under this Special Condition shall absolutely cease and determine.
- (i) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clause (f) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum or sums equal to the cost thereof, such sum or sums to be determined by the Director whose determination shall be final and binding on the Grantee.
- (j) The Grantee shall at all times throughout the term of the Land Grant permit the Government, the Director of Drainage Services, their officers, contractors, agents and workmen and any persons authorized by the Director of Drainage Services with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part thereof, the Drainage Reserve Area, the Yellow Hatched Black Areas and the Green Areas for

the purposes of:

- (i) inspecting, operating, maintaining and repairing the Existing Storm Water Drain prior to the completion of the Diversion Works;
- (ii) inspecting, checking and supervising the Diversion Works and any works to be carried out in accordance with sub-clauses (d) and (f) of this Special Condition;
- (iii) carrying out, inspecting, checking and supervising the works under sub-clause (i) of this Special Condition; and
- (iv) inspecting, operating, maintaining, repairing, renewing, demolishing, removing and replacing the Diverted Storm Water Drain after the handover of the Diverted Storm Water Drain to the Government in accordance with sub-clause (g) of this Special Condition and to carry out any other works which the Director of Drainage Services may consider necessary to the Diverted Storm Water Drain.
- (k) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the existence or use of the Existing Storm Water Drain, the Diversion Works carried out by the Grantee, the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (d), (e) and (f) of this Special Condition, the exercise or non-exercise by the Government of the rights conferred under sub-clause (i) of this Special Condition or the exercise or non-exercise by the Government, the Director of Drainage Services, their officers, contactors, agents, workmen or any persons authorized by the Director of Drainage Services of the rights conferred under sub-clause (j) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (l) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands,

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actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the existence or use of the Existing Storm Water Drain, the Diversion Works carried out by the Grantee, the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (d), (e) and (f) of this Special Condition, the exercise or non-exercise by the Government of the rights conferred under sub-clause (i) of this Special Condition or the exercise or non-exercise by the Government, the Director of Drainage Services, their officers, contactors, agents, workmen or any persons authorized by the Director of Drainage Services of the rights conferred under sub-clause (j) of this Special Condition.

F. Special Condition No. (24) in Part A of the Land Grant provides that:

(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under the Conditions of the Land Grant, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term of the Land Grant 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.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any

adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of the Conditions of the Land Grant, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

G. Special Condition No. (26) in Part A of the Land Grant provides that where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such maintenance and monitoring works as the Director may from time to time at his absolute discretion require. If the Grantee shall neglect or fail to carry out the required maintenance or monitoring works, the Director may forthwith execute and carry out the maintenance or monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

H. Special Condition No. (27) in Part A of the Land Grant provides that:

(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter collectively referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded,

washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter collectively referred to as "the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance to private property caused by such erosion, washing down or dumping.

(b) The Director may (but is not obliged to), at the request of the Grantee, remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.

I. Special Condition No. (28) in Part A of the Land Grant provides that the Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter collectively referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain (including the Existing Storm Water Drain and the Diverted Storm Water Drain, if any), waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Green Areas, the Yellow Area, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part of any one or more of them (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the

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

J. Special Condition No. (30) in Part C of the Land Grant provides that:

(a)(iv) The Residential Parking Spaces and Visitor' Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

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

(c)(ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking

of motor vehicles licensed under the Road Traffic Ordinance by disabled persons and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

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

K. Special Condition No. (31) in Part C of the Land Grant provides that:

(b)(i) The Loading and Unloading Spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the residential units in the building(s) erected or to be erected on the lot. Each of the said spaces provided shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres.

(b)(iv) The lay-bys shall not be used for any purpose other than for the picking up and setting down of passengers from motor vehicles (including taxi) in connection with the office in the building(s) erected or to be erected on the lot. Each of the said spaces provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

L. Special Condition No. (34)(a) in Part C of the Land Grant provides that the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be assigned except:

(a)(i)(I) together with a residential unit in the Development; or

(II) to a person who is already the owner of a residential unit in the Development,

provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner of any one residential unit in the Development.

M. See paragraph 5 above.

Note:

1. The expression "Grantee" as mentioned in this section means the Grantee under the Land Grant and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.

2. The expression "lot" as mentioned in this section means the lot granted in the Land Grant (i.e, the land).

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1. 期數所位於的土地的地段編號：

新九龍內地段第 6631 號

2. 有關租契規定的年期：

由 2023 年 2 月 24 日起計 50 年

3. 適用於該土地的用途限制：

- A. 批地文件特別條款 C 部第 (2) 條規定該地段或其任何部分或其上之建築物或其任何部分不得用作非工業（不包括倉庫、酒店及加油站）用途以外之用途。
- B. 批地文件特別條款 A 部第 (31) 條規定該地段內不得興建或建造墳墓或靈灰安置所，亦不得於該地段其上或內安葬或放置人類遺骸或動物遺骸（不論是否置於陶瓶或骨灰甕內或以其他方式安葬或放置）。
- C. 批地文件特別條款 C 部第 (13) 條規定承授人須按批地文件訂明的要求於該地段內興建、建造及提供政府設施（定義見下文）。
- D. 批地文件特別條款 B 部第 (2)(a) 條規定，自批地文件日起至建築事務監督根據《建築物條例》首次同意開展現存建築物及構築物的移除工程（定義見下文）或其任何部分之日（「首次同意」）的前一日（包括當日）為止，該地段或其任何部分或其上之現存建築物及構築物（定義見下文）或其任何部分不得用作除倉庫及 / 或開放式儲存外之用途。
- E. 批地文件特別條款 B 部第 (4)(b) 條規定，自批地文件日起至首次同意的前一日（包括當日）為止，該地段上之現存建築物及構築物不得用作除倉庫、附屬辦公室及署長認為有需要而為該地段受僱工人設置之飯堂及其他福利設施（惟不包括宿舍）以外之任何用途，及供勞工處處長認為對於該地段上已建或擬建之建築物的安全及保安所需的保安人員或管理員使用之宿舍。每個宿舍可容納之保安人員或管理員數目、宿舍數目或宿舍大小須經勞工處處長批准，宿舍樓面面積於任何情況下不得超過每人 5 平方米。該等宿舍不得用作除保安人員或管理員住宿外之任何用途。

4. 按規定須興建並提供予政府或供公眾使用的設施：

- A. 在批地文件所夾附的 "PLAN I" 上以綠色顯示（「**綠色範圍**」）以及地政總署署長（「**署長**」）全權酌情要求須由承授人提供及建造的橋樑、隧道、高架道路、下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物（統稱「**該等構築物**」），致使綠色範圍可建造建築物及供車輛和行人往來。

- B. 在批地文件夾附的 "PLAN I" 並以黃色顯示的範圍（「**黃色範圍**」）拆除或移除其上已建之現存建築物及構築物，並鋪設及塑造黃色範圍。
- C. 須於批地文件所夾附的 "PLAN I" 並以黃色間黑斜線顯示的範圍（「**黃色間黑斜線範圍**」）及於批地文件所夾附的 "PLAN I" 並以黃色間黑斜線與綠斜線顯示的範圍（「**黃色間黑斜線與綠斜線範圍**」）建設圍欄，及於黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍內署長全權酌情要求的位置興建街燈、柵欄或其他構築物。
- D. 在批地文件所夾附的 "PLAN I" 上以粉紅色間黑斜線及粉紅色間黑斜線與綠斜線顯示範圍須由承授人按署長批核情況在該地段內之上及沿途作環境美化、鋪設、塑造、興建及鋪砌行人通道並設置照明裝置（「**行人通道**」）。
- E. 須按在批地文件所夾附的工程規格附表（「**工程規格附表**」）及按批地文件條款所批核之若干圖則於該地段內以良好工藝方式興建、建造及提供政府設施。
- F. 承授人須提供、興建、建造及維持於該地段內之公眾停車場（定義見下文）。
- G. 承授人須在該地段或其任何部分或其上任何建築物內提供及安裝外站連同設施及相關設備，以供淡水供應自動讀錶之用。

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

- A. 批地文件特別條款 A 部第 (15) 條規定發展項目須於 2029 年 12 月 31 日或之前建成至適宜佔用。
- B. 批地文件一般條款第 6(a) 條規定承授人須於批租年期內：(i) 按經批准之高度及經批准之建築圖則保養所有建築物，不得作出變更或改動；及 (ii) 保養所有建築物至良好和修繕妥當的狀態。
- C. 批地文件一般條款第 8 條規定如任何批地文件條款訂明需要拓建的私家街、私家路及後巷仍屬於批地文件協定批授的範圍，承授人應自費在該處提供照明、路面、路緣石、排水渠、渠道及進行保養工程，致使署長在各方面滿意。署長可基於公眾利益按需要在該處執行或達致執行路燈安裝及維修工程，承授人須承擔路燈安裝工程的資本開支，並且允許工人和車輛自由進出該土地範圍，以便安裝及維修路燈。
- D. 批地文件特別條款 A 部第 (3) 條規定：
 - (a) (i) 承授人確認於批地文件的日期，在該地段、綠色範

圍之未來公共道路部分及黃色範圍有現存建築物及構築物（該等現存建築物及構築物下統稱「現存建築物及構築物」）。

- (ii) 除非按批地文件特別條款 A 部第 (6)(a)(i) 條、第 (10)(a) 條及第 (15) 條規定，未經署長事先書面批准，承授人不得對現存建築物及構築物作出或容許或容忍作出改動、變更或加建。
- (iii) 現存建築物及構築物被視為包括署長按本特別條款第 (a)(ii) 條批准對其之任何改動、變更及加建。
- (iv) 承授人承諾自費按批地文件特別條款 A 部第 (6)(a)(i) 條、第 (10)(a) 條及第 (15) 條於該地段、綠色範圍及黃色範圍拆除及移除現存建築物及構築物（該等拆除及移除工程下統稱「**移除工程**」），致使署長在各方面滿意。
- (b) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第 (a) 條的責任，因現存建築物及構築物之存在、出現、結構安全或用途，因按特別條款 B 部使用該地段或其任何部分，或因進行任何移除工程，而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任，承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (c) 承授人須就因承授人履行或不履行本特別條款第 (a) 條的責任，因現存建築物及構築物之存在、出現、結構安全或用途，因按特別條款 B 部使用該地段或其任何部分，或因進行任何移除工程，而直接或間接引起或與之有關之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。
- (d) 在不影響特別條款 A 部第 (18) 條及一般條款第 2 條的情況下，承授人須被視為已對該地段、綠色範圍及黃色範圍於批地文件日期的現有狀態和狀況感到滿意並已接受，並同意該地段受制於現存建築物及構築物之出現或用途，以及承授人不得就此向政府提出任何性質的反對或申索。
- (e) (i) 政府對下列事項不作出任何明示或暗示的保證或擔保：
 - (I) 現存建築物及構築物或其任何部分之實際狀況、情況或安全性；或
 - (II) 現存建築物及構築物或其任何部分之興建、安

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裝或持續存在是否符合《建築物條例》、其任何附屬規例及任何修訂法例（下稱「《建築物條例》」）之規定。

- (ii) 現存建築物及構築物的存在，在任何情況下均不得解除、免除、減輕或影響承授人根據批地文件條款所負之責任，或不得以任何方式影響或損害政府就承授人違反、不遵守或不履行批地文件條款時享有的權利及補救方法。

- (f) 就批地條款而言，署長就何謂現存建築物及構築物所作之決定為最終決定並對承授人具約束力。

E. 批地文件特別條款A部第(6)條規定：

(a) 承授人須：

- (i) 於2029年12月31日或之前或經署長批准的其他期限，自費以署長批准的方式和物料，按署長批准的標準、高度、定線及設計，致使署長在各方面滿意：

- (I) 拆除及移除綠色範圍上之現存建築物及構築物；

- (II) 鋪設及塑造綠色範圍；及

- (III) 綠色範圍內提供及建造橋樑、隧道、高架道路、下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物（統稱「該等構築物」），

致使綠色範圍可建造建築物及供車輛和行人往來；

- (ii) 於2029年12月31日或之前或經署長批准的其他期限內，自費於綠色範圍鋪設路面、建造路緣及渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、有管道接駁總水管的消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意；及

- (iii) 自費保養綠色範圍、該等構築物及在該處所建造、安裝及提供之所有構築物、表面、溝渠、污水管、排水渠、有管道接駁總水管的消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意，直至綠色範圍的管有權按照批地文件特別條款A部第(7)條交回政府為止。

- (b) 若承授人未能履行本特別條款第(a)條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須

應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。

- (c) 就對承授人或任何其他人士所造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)條的責任或因政府行使或不行使本特別條款第(b)條的權利而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

- (d) 承授人須就因承授人履行或不履行本特別條款第(a)條的責任或因政府行使或不行使本特別條款第(b)條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

F. 批地文件特別條款A部第(7)條規定僅為了進行批地文件特別條款A部第(6)(a)條指明須進行的工程，承授人將於批地文件日期該日被給予綠色範圍的管有權。綠色範圍或其任何部分須應政府要求交回政府，但無論如何，若署長發出信件表示批地文件條款已妥為履行致使其滿意，綠色範圍即被視為已於發信當天被承授人交回政府。承授人須在其管有綠色範圍或其任何部分期間的所有合理時間內，容許政府及公眾車輛及行人自由出入綠色範圍或其任何部分，致使署長在各方面滿意，並確保其通行不受根據批地文件特別條款A部第(6)(a)條進行的或其他工程干擾或阻礙。

G. 批地文件特別條款A部第(8)條規定未經署長事先書面同意，承授人不得使用綠色範圍或其任何部分作儲存用途或任何臨時構築物之建造或任何除進行批地文件特別條款A部第(6)(a)條指明之工程外之用途。

H. 批地文件特別條款A部第(9)條規定：

- (a) 承授人須在其管有綠色範圍或其任何部分期間的所有合理時間內：

- (i) 允許政府、署長、其官員、承辦商、代理、工人及任何其他獲署長授權人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費並不受限制進出往返及穿越該地段及綠色範圍或其任何部分，以便視察、檢查及監督任何須按批地文件特別條款A部第(6)(a)條進行的工程，及進行、視察、檢查及監督根據批地文件特別條款A部第(6)(b)條進行的工程及任何其他署長認為有需要在綠色範圍或其任何部分內進行的工程；

- (ii) 允許政府及獲政府授權的相關公共事業公司（可連同或不連同工具、設備、機器、機械或汽車）應其要求免費並不受限制進出往返及穿越該地段及綠色範圍或其任何部分，以供其在綠色範圍或其任何部分或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及於其後保養管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體（如有）及其他服務而所需的附屬設備。承授人須就有關任何上述於綠色範圍或其任何部分或任何毗連土地內進行之工程之所有事宜與政府及政府授權的有關公共事業公司通力合作；及

- (iii) 允許水務監督官員及其任何其他授權人士（可連同或不連同工具、設備、機器、機械或汽車）應其要求免費並不受限制進出往返及穿越該地段及綠色範圍或其任何部分，以進行任何與該地段、綠色範圍或其任何部分內之水務設施之操作、保養、維修、更換及改動有關的工程。

就批地條款而言，「水務監督」根據《水務設施條例》、其任何附屬規例及任何修訂法例（「水務設施條例」）定義。

- (b) 就任何因承授人履行或不履行本特別條款第(a)條的責任，或因政府、署長、其官員、承辦商、代理、工人、水務監督官員或獲政府授權的相關公共事業公司、或按本特別條款第(a)條獲授權之任何其他人士行使或不行使權利，而直接或間接引起或與之有關或附帶的，對承授人或任何其他人士所造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論如何產生的，政府概不承擔任何義務或責任，承授人不得就任何此等損失、損壞、滋擾或干擾向政府提出任何索賠。

- (c) 承授人須就因承授人履行或不履行本特別條款第(a)條的責任，或因政府、署長、其官員、承辦商、代理、工人、水務監督官員或獲政府授權的相關公共事業公司、或按本特別條款第(a)條獲授權之任何其他人士行使或不行使權利，而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

I. 批地文件特別條款A部第(10)條規定：

- (a) 承授人須於2029年12月31日或之前或經署長批准的其他期限，自費以署長批准的方式和物料，按署長批准的標準、高度、定線及設計拆除及移除黃色範圍上之現存建築物及構築物，及鋪設及塑造黃色範圍，致使署長在

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各方面滿意。

(b) 承授人須其後自費清潔、管理、保養及維修黃色範圍，致使署長在各方面滿意，直至黃色範圍之管有權按照批地文件特別條款A部第(11)條交回政府為止。

(c) 若承授人未能履行本特別條款第(a)及(b)條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人員約束力。

(d) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)及(b)條的責任或政府行使本特別條款第(c)條的權利而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

(e) 承授人須就因承授人履行或不履行本特別條款第(a)及(b)條的責任或政府行使或不行使本特別條款第(c)條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

J. 批地文件特別條款A部第(11)條規定僅為了進行批地文件特別條款A部第(10)(a)條及第(10)(b)條指明須進行的工程，承授人將於批地文件日期該日被給予黃色範圍的管有權。黃色範圍須應政府要求交回政府，但無論如何，若署長發出信件表示批地文件條款已妥為履行致使其滿意，黃色範圍即被視為已於發信當天被承授人交回政府。

K. 批地文件特別條款A部第(12)條規定未經署長事先書面同意，承授人不得使用黃色範圍或其任何部分作儲存用途或任何臨時構築物之建造或任何除進行批地文件特別條款A部第(10)(a)條及第(10)(b)條指明之工程外之用途。

L. 批地文件特別條款A部第(13)條規定：

(a) 承授人須在其管有黃色範圍或其任何部分期間的所有合理時間內，允許政府、教育局局長、署長、其官員、承辦商、代理、工人及任何獲署長授權人士及公共事業公司（可連同或不連同工具、設備、機器、機械或汽車）有權免費並不受限制進出往返及穿越該地段及黃色範圍或其任何部分，以便視察、檢查及監督任何須按批地文件特別條款A部第(10)(a)條及第(10)(b)條進行的工程，及進行、視察、檢查及監督根據批地文件特別條款A部

第(10)(c)條進行的工程及任何其他署長認為有需要在黃色範圍或其任何部分內進行的工程。

(b) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)條的責任，或因政府、教育局局長、署長、其官員、承辦商、代理、工人或任何獲署長授權人士或公共事業公司行使本特別條款第(a)條的權利而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

(c) 承授人須就因承授人履行或不履行本特別條款第(a)條的責任，或因政府、教育局局長、署長、其官員、承辦商、代理、工人或任何獲署長授權人士或公共事業公司行使或不行使本特別條款第(a)條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

M. 批地文件特別條款A部第(14)條規定：

(a) 承授人將於批地文件日期該日被給予黃色間黑斜線範圍以及黃色間黑斜線與綠斜線範圍的管有權。承授人須於政府向其發出不少於一個曆月的事先書面通知作出要求時，將署長可全權酌情指明或要求之黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分交回政府；而在任何情況下，如署長就上述黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分發出要求交回佔用權之通知，並在該等通知內指明交回日期，則該等部分即視為由承授人於該通知所指明之日期交回政府，惟政府並無義務必然要求交回黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分，但可於其認為適當時提出該等要求。

(b) (i) 承授人確認於批地文件的日期，在黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍有現存構築物（該等現存建築物及構築物下統稱「黃色間黑斜線範圍構築物」）。

(ii) 在署長要求時承授人須自費於黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍建設圍欄，及於黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍內署長全權酌情要求的位置興建街燈、柵欄或其他構築物。

(iii) 承授人須在其管有黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分期間，自費清潔、維護、管理、保養及維修其管有黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分、黃色間

黑斜線範圍構築物及按本特別條款第(b)(ii)條於其上之所有構築物，使其處於良好和修繕妥當的狀態，致使署長在各方面滿意，直至整個黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍之管有權按照本特別條款第(a)條交回政府。若承授人已根據本特別條款第(a)條交回黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍之部分佔用權，則承授人於本特別條款第(b)(iii)條下之責任，應被理解為適用於尚未根據本特別條款第(a)條交回政府之黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍的其餘部分。承授人不得在黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分內放置或允許或容許放置任何瓦礫、物件或任何性質的物料，並須確保該等黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍不存在該等瓦礫、物件或物料。

(c) 若承授人未能履行本特別條款第(b)條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人員約束力。

(d) 未經署長事先書面同意，承授人不得使用黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分作儲存用途或任何臨時構築物之建造或任何除進行本特別條款(b)條及批地文件特別條款A部第(18)(d)條指明之工程外之用途。

(e) 承授人須在其管有黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分期間的所有合理時間內：

(i) 允許政府、署長、其官員、承辦商、代理、工人及任何獲署長授權人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費並不受限制進出往返及穿越該地段、黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分，以便視察、檢查及監督任何須按本特別條款(b)條及批地文件特別條款A部第(18)(d)條進行的工程，及進行、視察、檢查及監督根據本特別條款(c)條進行的工程及任何其他署長認為有需要在黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分內進行的工程；

(ii) 允許政府及獲政府授權的相關公共事業公司（可連同或不連同工具、設備、機器、機械或汽車）應其要求免費並不受限制進出往返及穿越該地段、黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分，以供其在黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分之內、之上或之下進

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行任何工程，包括但不限於鋪設及於其後保養管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體（如有）及其他服務而所需的附屬設備。承授人須就有關任何上述於黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分內進行之工程之所有事宜與政府及政府授權的有關公共事業公司通力合作；及

(iii) 允許水務監督官員及其可授權之其他人士（可連同或不連同工具、設備、機器、機械或汽車）應其要求免費並不受限制進出往返及穿越該地段、黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分，以進行任何與黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分內之水務設施之操作、保養、維修、更換及改動有關的工程。

(f) 就對承授人或任何其他人士造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(b)條的責任或因政府、署長、其官員、承辦商、代理、工人、水務監督官員或獲政府授權的相關公共事業公司或任何其他按本特別條款第(e)條獲授權的人士行使或不行使本特別條款第(e)條的權利而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

(g) 承授人須就因承授人履行或不履行本特別條款第(b)條的責任或因政府、署長、其官員、承辦商、代理、工人、水務監督官員或獲政府授權的相關公共事業公司或任何其他按本特別條款第(e)條獲授權的人士行使或不行使本特別條款第(e)條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

N. 批地文件特別條款A部第(29)條規定：

(a) 承授人須自費建造及保養署長認為有需要的排水渠及渠道（不論是否位於該地段範圍內或政府土地上），以將落在或流經該地段上的雨水截流並排送至就近的水道、集水井、渠道或政府雨水渠，致使署長滿意；且承授人須就因該等雨水造成的任何損壞或滋擾，而不論直接或間接所引致或與之有關或附帶之任何形式之所有法律責任、申索、損失、損害賠償、支出、收費、費用、索求、法律行動及程序，不論如何產生，自行負責並彌償政府，並使其維持獲彌償。

(b) 連接該地段任何排水渠及污水渠與政府雨水渠及污水渠

（如已鋪設及投入運作）之工程可由署長進行，而署長對承授人就任何由此而起的損失或損壞並無責任，且承授人須應要求向政府繳付該接駁工程之費用。另一選擇是，承授人可自費進行該接駁工程致使署長滿意，而在此情況下，上述位於政府土地內任何部分的接駁工程須由承授人自費保養，且須應要求由承授人交回予政府以供政府自費未來進行保養；承授人亦須應要求向政府繳付該接駁工程技術審核的費用。如承授人未有保養上述位於政府土地內任何部分的接駁工程，署長可進行其認為有需要的保養工程，且承授人須應要求向政府繳付該等工程的費用。

O. 批地文件特別條款C部第(3)條規定：

(a) 承授人須於2029年12月31日或之前自費向規劃署署長呈交園景設計圖以供其書面批准，園景設計圖須包含規劃署署長全權酌情要求或訂明於該地段內須提供的園景工程之資料。上述經規劃署署長批准之園景設計圖下稱「經批准園景設計圖」。

(b) 承授人須按照經批准園景設計圖自費進行並完成園景工程，致使規劃署署長在各方面滿意。除非經署長事先書面批准，不得修訂、變動、改動、變更或替代經批准園景設計圖。

(c) 承授人於按本特別條款第(b)條及本批地文件年內須自費維持及保養園景工程，使其處於安全、清潔、整齊、井然及健康的狀態，致使規劃署署長滿意。

P. 批地文件特別條款C部第(6)(c)條規定：

(c) (i) 在不影響特別條款C部第(3)條的情況下承授人須自費向屋宇署署長（「屋宇署署長」）呈交一圖則以供其書面批准，該圖則顯示將於該地段或其上已建或擬建之建築物之一部分或多部分之中或之內提供和保養綠化（包括但不限於提供帶土基的活體植物）（「綠化範圍」）、綠化範圍的佈局和大小以及屋宇署署長可全權酌情要求或指定的其他資訊（包括但不限於綠化範圍建築工程的位置和詳情）（該項連圖則之提交下稱「該項綠化提交」）。屋宇署署長就關於何者構成該項綠化提交下之綠化提供及該地段或建築物之何一部分或何等部分構成綠化範圍的決定為最終決定並對承授人具有約束力。上述獲屋宇署署長批准的提交下稱「核准綠化提交」。就批地文件之條款而言，「建築工程」根據《建築物條例》定義。

(ii) 承授人應根據核准綠化提交自費進行並完成綠化範圍的建築工程及於其後保養綠化範圍，致使屋宇署

署長在各方面滿意。未經屋宇署署長事先書面批准，不得對核准綠化提交進行任何修改、變更、更改、改動或替代。

Q. 批地文件特別條款C部第(8)(c)條規定承授人須自費保養在該地段內按批地文件獲豁免計算總樓面面積的康樂設施及其附屬設（「獲豁免設施」），使其處於良好和修繕妥當的狀態，並須運作獲豁免設施致使署長滿意。獲豁免設施只准供發展項目之住宅大廈的住客及其真正賓客使用，並不得供其他人士使用。

R. 批地文件特別條款C部第(12)條規定：

(a) 受制於批地文件特別條款C部第(3)條，承授人須於2029年12月31日或之前，自費並致使署長在各方面滿意的情況下，以署長批准的方式和物料，按署長批准或要求的標準、高度及設計在批地文件夾附的「PLAN I」並以粉紅色間黑斜線顯示的範圍及以粉紅色間黑斜線與綠斜線顯示的範圍之上及沿途作環境美化、鋪設、塑造、興建及鋪砌行人通道。

(b) 按本特別條款第(a)條行人通道建完工後，承授人須在整個批地文件年期內，日間及夜間的所有時間，並按照署長可能施加的任何規定，容許所有公眾人士為一切合法目的，免費徒步或使用輪椅在行人通道上、沿行人通道、往來、經過及穿越行人通道。

(c) 茲現明確同意、聲明及規定，通過施加本特別條款第(b)條所載之承授人責任，承授人並無意劃出而政府亦無同意劃出將行人通道或其任何部分撥歸作公眾通行用途。

(d) 茲現明確同意及聲明，儘管本特別條款(b)條已訂明承授人的責任，亦不可預期根據《建築物（規劃）規例》第22(1)條規例、其任何修訂或取代條文（下稱「《建築物（規劃）規例》」）或其他規例獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免生疑問，承授人現明確放棄一切與額外上蓋面積或地積比率有關，或旨在就《建築物（規劃）規例》第22(1)條下任何守寬免或權利而提出之所有主張。

(e) 除本特別條款第(a)條另有規定外，未得署長事先書面批准，承授人不得在行人通道或其任何部分上或之內擺放、允許或容許擺放任何貨物、商品、存貨、手推車或任何性質之其他物品。倘若任何該等貨物、商品、存貨、手推車或其他物品在未獲署長事先書面批准的情況下被擺放在行人通道上或之內，則在不影響政府根據批地條款所享有之任何其他權利的前提下，政府、署長或任何可代表政府行事之人士均有權代表政府作出安排，將該等貨物、商品、存貨、手推車或其他物品即時由行

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- 人通道立刻移走，由政府、署長或任何可代表政府行事之人士以其認為適當的方式移往其認為適當的其他地方，而承授人須在接獲要求時向政府支付由署長核證之政府就此而招致的一切成本及開支。
- (f) 在根據本特別條款第(a)條行人通道建造完工後，承授人須於整個批地文件年期內，自費並致使署長在各方面滿意的情況下，妥善保養及管理該行人通道，使其保持良好、清潔及整潔的狀況，並保持行人通道維修良好及照明充足（署長就此的決定為最終決定並對承授人具約束力）。倘若行人通道未能妥善保養、未能保持良好狀況或照明不足，則政府、署長或任何可代表政府行事之人士，均有權作出安排，對該行人通道進行保養、修理及照明工程，而承授人須在接獲要求時，向政府支付由署長核證之有關費用及開支。
- (g) 承授人須於整個批地文件年期內，隨時允許政府、署長或任何可代表政府行事之人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費並不受限制進出往返及穿越該地段（包括但不限於行人通道）及綠色範圍或其任何部分，以便視察、檢查及監督任何須按本特別條款第(a)條、第(e)條及第(f)條進行的工程，及進行、視察、檢查及監督根據本特別條款第(e)條及第(f)條進行的工程及任何其他署長認為有需要在行人通道或其任何部分內進行的工程。
- (h) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)條、第(b)條、第(e)條、第(f)條及第(g)條的責任或因政府、署長或任何可代表政府行事之人士行使或不行使本特別條款第(e)條、第(f)條及第(g)條的權利而直接或間接引起或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (i) 承授人須就因承授人履行或不履行本特別條款第(a)條、第(b)條、第(e)條、第(f)條及第(g)條的責任或因政府、署長或任何可代表政府行事之人士行使或不行使本特別條款第(e)條、第(f)條及第(g)條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。
- (j) 在不影響政府根據本特別條款對承授人所享有權利的前提下，公契（定義見特別條款C部第(27)(a)(i)條）須載有以下效力之條文：
- (i) 僅限於該地段上已建或擬建之建築物或其任何部分用作非工業用途（不包括私人住宅、政府設施（定義見特別條款C部第(13)(a)條）、倉庫、酒店及加油站）之業主：
- (I) 須負責行人通道的保養及管理費用；及
- (II) 須就承授人按本特別條款第(e)條及第(f)條須向政府繳付的所有成本及開支承擔責任；及
- (ii) 財政司司長法團（根據及憑藉《財政司司長法團條例》、其任何附屬規例及任何修訂法例成立的單一法團，下稱「財政司司長法團」，於文義許可時包括其承繼人及受讓人）作為政府設施（定義見特別條款C部第(13)(a)條）之業主，及任何作私人住宅用途之建築物或其任何部分之業主，均無須負責支付或分擔下列事項：
- (I) 任何行人通道的保養及管理費用；及
- (II) 承授人按本特別條款第(e)條及第(f)條須向政府繳付的成本及開支。
- S. 批地文件特別條款C部第(13)條規定：
- (a) 承授人須自費並在各方面致使署長滿意地於該地段內，以良好工藝方式並按在批地文件所夾附的工程規格附表及根據特別條款C部第(14)(a)條批准的圖則興建、建造及提供以下設施：
- (i) (I) 一所根據《安老院條例》、其任何附屬規例及任何修訂法例所定義之安老院，淨作業樓面面積不少於1,353.5平方米；及
- (II) 一個供本特別條款第(a)(i)(I)條所述安老院專用的停車位，闊3米、長8米，最低淨空高度為3.3米，供根據《道路交通條例》、其任何附屬規例及任何修訂法例（下稱「《道路交通條例》」）獲發牌的私家小巴停泊之用，以配合本特別條款第(a)(i)(I)條所述安老院的運作及其真實賓客、訪客或受邀者使用
- （下統稱為「安老院」），須於2029年12月31日或之前完成至適宜佔用及運作；
- (ii) (I) 一所長者日間護理中心，淨作業樓面面積不少於358.2平方米；及
- (II) 三個供本特別條款第(a)(ii)(I)條所述長者日間護理中心專用的停車位，每個闊3米、長8米，最低淨空高度為3.3米，供根據《道路交通條例》獲發牌的私家小巴停泊之用，以配合本特別條款第(a)(ii)(I)條所述長者日間護理中心的運作及其真實賓客、訪客或受邀者使用
- （下統稱為「長者日間護理中心」），須於2029年12月31日或之前完成至適宜佔用及運作；
- (iii) 一所長者鄰舍中心，淨作業樓面面積不少於302.8平方米（下稱「長者鄰舍中心」），須於2029年12月31日或之前至適宜佔用及運作；及
- (iv) 一個上落客位，闊3米、長9米，最低淨空高度為3.8米，供汽車包括的士、救護車及私家小巴上落乘客之用，供安老院及長者日間護理中心共同使用及配合其運作（下稱「上落客位」），須於2029年12月31日或之前完成至適宜佔用及運作
- （本(a)條所述的設施連同署長可按其絕對酌情權決定（其決定為最終決定並對承授人具約束力）的任何其他專用範圍、設施、設備及裝置，下統稱為「政府設施」）。就批地條款而言，「私家小巴」、「汽車」及「的士」須根據《道路交通條例》定義。
- (b) 政府現保留權利可隨時按其絕對酌情權更改或改變政府設施或其任何部分的用途。
- T. 批地文件特別條款C部第(14)條規定：
- (a) (i) 承授人須向署長呈交或促使向署長呈交政府設施的圖則以供其書面批准，該等圖則須包括政府設施的高度、位置及設計的詳情，及署長可能要求的任何其他詳情。
- (ii) 政府設施的圖則一經批准，承授人不得對其作出任何修訂、變動、改動、變更或替代，除非事先取得署長的書面批准或按署長的要求作出。
- (iii) 根據本特別條款第(a)(i)條批准的政府設施圖則，須被視為包含其後根據本特別條款第(a)(ii)條經署長批准或由署長要求作出的任何修訂、變動、改動、變更或替代。
- (b) 該地段上不得展開任何建築工程（地盤平整工程、移除工程及改道工程除外），直至政府設施的圖則已根據本特別條款第(a)條獲署長批准為止。
- U. 批地文件特別條款C部第(15)條規定：
- (a) 署長有權按其絕對酌情權認為適當的方式，對工程規格

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- 附表作出修訂、變動、改動、變更或替代。
- (b) 除非事先取得署長的書面批准，承授人不得對工程規格附表作出任何修訂、變動、改動、變更或替代。
- (c) 署長根據本特別條款第(a)條作出的修訂、變動、改動、變更或替代，或承授人根據本特別條款第(b)條經署長批准作出的任何修訂、變動、改動、變更或替代，須被視為納入工程規格附表並構成其一部分。
- (d) 若署長認為（其決定對承授人為最終及具約束力）工程規格附表與批地條款之間存在任何不一致之處，概以批地條款為準。
- V. 批地文件特別條款C部第(22)條規定，署長有權在根據特別條款C部第(20)條轉讓政府設施或其任何部分之前的任何時間，要求交回政府設施或按署長所要求的部分之空置管有權，而該交回部分須已根據特別條款C部第(19)(b)條發出完工證明書，承授人須在接獲該要求後，按署長認為適當的條款及條件，將有關部分交回政府專用、佔用及營運。
- W. 批地文件特別條款C部第(23)條規定：
- (a) 在不損害特別條款C部第(24)條的原則下，承授人須在維修責任期（定義見特別條款C部第(24)(a)(ii)條）屆滿前的所有時間內，自費保養政府設施及其屋宇裝備裝置，使其處於良好的狀況，致使署長在各方面滿意。
- (b) 就本特別條款而言，「承授人」一詞不包括其承讓人，但包括特別條款A部第(20)條所指的受讓人。
- X. 批地文件特別條款C部第(24)條規定：
- (a) 承授人須就因政府設施及其屋宇裝備裝置中之任何缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動及程序，不論如何產生，彌償政府及財政司司長法團並使其維持獲彌償：
- (i) 該等缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程可能於承授人交回安老院、長者日間護理中心、長者鄰舍中心及上落客位或其任何部分連同其任何其他專用範圍、設施、設備及裝置的管有權之各相關交回日期時仍存在；及
- (ii) 該等缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程在承授人交回安老院、長者日間護理中心、長者鄰舍中心及上落客位或其任何部分連同其任何其他專用範圍、設施、設備及裝置的管有權之各相關交回日期後365天期間內（「下稱維修責任期」）發生或變得明顯。
- (b) 承授人須按署長或財政司司長法團或兩者的要求，自費並在署長或財政司司長法團或兩者可能指明的時間內及按其可能指明的標準及方式，進行所有保養、維修、修訂、重建及糾正工程，以及為補救及糾正在任何維修責任期內發生或變得明顯的政府設施或其任何部分及其屋宇裝備裝置中的任何缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）而可能需要進行的任何其他工程。除上述者外，承授人須自費並在署長或財政司司長法團或兩者可能指明的時間內及按其可能指明的標準及方式，修補及糾正在承授人交回政府設施或其任何部分及其屋宇裝備裝置的管有權的各相關交回日期時可能存在的任何缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）。
- (c) 署長或財政司司長法團或兩者將於每段維修責任期屆滿前不久，就政府設施的相關部分及其屋宇裝備裝置進行視察，以識別可能明顯存在的任何缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）。署長及財政司司長法團各自保留權利於每段維修責任期屆滿後14天內向承授人送達一份或多份缺陷列表，列明在政府設施的相關部分及其屋宇裝備裝置中可能明顯存在的任何缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面），承授人須自費並在署長或財政司司長法團或兩者可能指明的時間內及按其可能指明的標準及方式，促使進行所有必需工程以補救及糾正有關缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）。
- (d) 若承授人未能進行本特別條款第(b)條及第(c)條所述的任何工程，則該等工程可由政府或財政司司長法團或兩者進行，而政府或財政司司長法團或兩者就此招致的所有成本及費用（經署長核證，其決定為最終決定並對承授人具約束力）連同相等於所涉成本及費用20%的款項作為行政費用，須由承授人在接獲要求時支付，惟政府或財政司司長法團或兩者有權從保證金（定義見本特別條款第(e)條）中扣除承授人根據本特別條款第(d)條欠付政府或財政司司長法團或兩者的成本、支出及費用，倘若保證金（定義見本特別條款第(e)條）不足以支付承授人欠付的所有成本、支出及費用，差額須由承授人在接獲要求時支付。
- (e) 承授人須在根據特別條款C部第(20)條轉讓政府設施或其任何部分時，同時向政府存放港幣10,810,000.00元（下稱「保證金」）。在符合本特別條款第(d)條的但書下，保證金須於與政府設施之安老院、長者日間護理中心、長者鄰舍中心及上落客位或其任何部分及其屋宇裝備裝置有關的每段維修責任期屆滿時，及在承授人已致使署長或財政司司長法團或兩者滿意地完成所有保養、維修、修訂、重建及糾正工程，以及署長或財政司司長法團或兩者所要求的任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）後，退還予承授人（現明確聲明及同意，該保證金或其任何部分概不用支付利息）。
- (f) 就本特別條款而言，「承授人」一詞不包括其承讓人，但包括特別條款A部第(20)條所指的受讓人。
- Y. 批地文件特別條款C部第(25)條規定，承授人須自費並在實際可行範圍內盡快但不遲於承授人交回政府設施之安老院、長者日間護理中心、長者鄰舍中心及上落客位或其任何部分連同其任何其他專用範圍、設施、設備及裝置的管有權的各相關交回日期起計8星期內，按照工程規格附表的規定向署長提供與此相關的所有文件、圖則及資料。
- Z. 批地文件特別條款C部第(26)條規定：
- (a) 承授人須在整個批地文件年內自費但受特別條款C部第(27)(a)(ii)(I)條所述財政司司長法團的任何分擔約束，並在各方面致使署長滿意地維修保養以下項目（下稱「該等項目」）：
- (i) 政府設施外牆面飾及其中、外、內、上或下的所有牆、柱、樑、天花、天台樓板、車道或地台樓板的結構及其他結構元素；
- (ii) 所有為政府設施及該地段上發展項目其餘部分提供服務的升降機、扶手電梯及樓梯；
- (iii) 所有構成為政府設施及該地段上發展項目其餘部分提供服務的系統一部分的屋宇裝備裝置、機器及設備（包括但不限於便攜式及非便攜式消防裝置設備）；
- (iv) 政府設施下所有結構樓板連同其內及其下的排水系統；及
- (v) 所有其他為政府設施及該地段上發展項目其餘部分提供服務的公用部分及設施。
- (b) 承授人須就因承授人未能保養該等項目而直接或間接引

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起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及財政司司長法團並使其維持獲彌償。

- (c) 就本特別條款而言，「承授人」一詞不包括財政司司長法團。

AA. 批地文件特別條款C部第(30)條規定：

- (a)(i) 須於該地段內按指定比率（以該地段各住宅單位的個別面積為基準）提供若干車位，以供按《道路交通條例》獲發牌之汽車停泊（「住宅停車位」），致使運輸署署長（下稱「運輸署署長」）滿意。
- (a)(iii) 須按指定比率（以該地段任何住宅大廈內提供的住宅單位數目為基準）提供若干額外車位，以供按《道路交通條例》獲發牌之汽車停泊（「訪客停車位」）。
- (b)(i)(I) 須於該地段內按指定比率（以該地段上的建築物或其任何部分用作辦公室用途之總樓面面積為基準）提供若干車位，以供按《道路交通條例》獲發牌之汽車停泊（「辦公室停車位」），致使運輸署署長滿意。
- (b)(i)(II) 須於該地段內按指定比率（以該地段上的建築物或其任何部分用作非工業（不包括私人住宅、辦公室、政府設施、公眾停車場（定義見特別條款C部第(36)(a)條）、倉庫、酒店及加油站）用途的總樓面面積為基準）提供若干車位，以供按《道路交通條例》獲發牌之汽車停泊（「非工業停車位」），致使運輸署署長滿意。
- (c)(i) 承授人須從住宅停車位、訪客停車位、辦公室停車位及非工業停車位中，預留及指定按建築事務監督要求及批准之數目之停車位，以供傷殘人士（按《道路交通條例》定義）使用之汽車停泊（「供傷殘人士用停車位」）。
- (d)(i)(I) 須於該地段內按指定比率（以該地段任何住宅大廈內提供的住宅單位數目為基準）提供若干車位，以供按《道路交通條例》獲發牌之電單車停泊（「住宅電單車停車位」），致使運輸署署長滿意。
- (d)(i)(II) 須於該地段內按指定比率（以辦公室停車位數目為基準）提供若干車位，以供按《道路交通條例》獲發牌之電單車停泊（「辦公室電單車停車位」），致使運輸署署長滿意。

- (d)(i)(III) 須於該地段內按指定比率（以非工業停車位數目為基準）提供若干車位，以供按《道路交通條例》獲發牌之電單車停泊（「非工業電單車停車位」），致使運輸署署長滿意。

BB. 批地文件特別條款C部第(31)條規定：

- (a)(i) 須於該地段內按指定比率提供若干車位供貨車上落貨（「上落貨停車位」），致使運輸署署長滿意。
- (a)(ii) 須於該地段內按指定比率（以該地段上的建築物或其任何部分用作辦公室用途之總樓面面積為基準）提供若干上落客車位供乘客上落汽車（包括的士），致使運輸署署長滿意。

CC. 批地文件特別條款B部第(5)條規定，自批地文件日期起至首次同意的前一日（包括當日）為止：

- (a) 須於該地段內按指定比率提供若干車位供車輛運轉、停泊及上落貨，致使署長滿意。
- (b) 須於該地段內按指定比率提供若干車位供貨櫃車拖架連同其牽引車運轉、停泊及上落貨，致使署長滿意。
- (c) 上述所提供的車位不得用作車輛運轉、停泊及上落貨以外的任何用途。
- (e) 本特別條款第(a)條所述提供作停泊及上落貨之車位中，一半須供私家車及輕型客貨車停泊，另一半須供貨車停泊及上落貨。
- (f) 貨車及貨櫃車拖架之車位中，三分之二須用作停泊，三分之一須用作同時上落貨。
- (g) 供作運轉、停泊及上落貨的車位布局的方式須讓車輛包括貨櫃車拖架連同其牽引車在進出該地段時，無須從毗連該地段的道路倒車或往毗連該地段的道路倒車。

DD. 批地文件特別條款C部第(36)條規定：

- (a) 除特別條款C部第(13)(a)(i)(II)條、第(13)(a)(ii)(II)條及第(13)(a)(iv)條以及特別條款C部第(30)條及第(31)條（可根據特別條款C部第(32)條分別變更）的規定外，承授人須自費並按經批准公眾停車場布局圖（定義見本特別條款第(b)條），在該地段地面以下建造、興建、提供、管理及保養一個公眾停車場（下稱「公眾停車場」）（署長就何謂該地段地面的決定為最終決定並對承授人具約束力），在各方面致使署長滿意。承授人須在公眾停車場內提供：

- (i) 51個停車位供根據《道路交通條例》獲發牌的汽車停泊，所提供的每個車位須闊2.5米、長5米，最低淨空高度為2.4米，惟由本特別條款第(a)(i)條所提供的車位中，須預留及指定按建築事務監督要求及批准之數目之停車位專供傷殘人士根據《道路交通條例》獲發牌的汽車停泊，須予預留及指定的車位最少為一個，每個所預留及指定的車位尺寸須按建築事務監督可能要求或批准；及
- (ii) 22個停車位分別供根據《道路交通條例》獲發牌的重型貨車及巴士停泊，所提供的每個車位須闊3.5米、長12米，最低淨空高度為4.7米。

就批地條款而言，「重型貨車」及「巴士」須按《道路交通條例》定義。

- (b) 承授人須在該地段上展開任何建築工程（移除工程、改道工程及地盤平整工程除外）之前，自費並在各方面致使署長滿意地向署長呈交或促使向署長呈交公眾停車場的布局圖以供其書面批准，該布局圖須顯示停車位、迴旋處、停車樓層的樓底高度、通道、流轉區域及署長可能要求的任何其他範圍及車位的布局（下稱「公眾停車場布局圖」）。根據本特別條款第(b)條經署長批准的公眾停車場布局圖下稱「經批准公眾停車場布局圖」。停車位、迴旋處、停車樓層的樓底高度、通道、流轉區域及任何其他範圍及車位須按經批准公眾停車場提供及布置，並在各方面致使署長滿意。未經署長事先書面同意，不得對經批准公眾停車場布局圖作出任何修訂、變動、改動、變更或替代。承授人須自費按照經批准公眾停車場布局圖保養公眾停車場的停車位、迴旋處、停車樓層的樓底高度、通道、流轉區域及任何其他範圍及車位。
- (g) 公眾停車場內提供的所有停車位須在日間及夜間的所有時間向所有公眾人士開放，供根據《道路交通條例》獲發牌的汽車按每小時或每月或運輸署署長可能書面批准的其他方式作短期停泊之用。承授人須在日間及夜間的所有時間允許所有公眾人士有權免費及不受限制地進出往返及穿越該地段及其上任何已建或擬建之建築物，以便前往及離開公眾停車場。
- (i) 根據本特別條款第(a)條在公眾停車場內提供的停車位，不得用作根據《道路交通條例》獲發牌的汽車、重型貨車及巴士停泊以外的任何用途，尤其是公眾停車場或其任何部分不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (I) 承授人不得在任何時間不論在各方面致使署長滿意地履行批地條款之前或之後，轉讓、按揭、抵押、分租、批予特許、放棄管有或以其他方式處置公眾停車場或其任

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何部分或其中的任何權益（不論是以直接或間接保留、授予任何優先拒絕要約權、認購權或授權書的方式或是以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議，但連同在公契中可能分配予公眾停車場的該地段的所有不可分割份數作為整體轉讓則除外，惟承授人可在任何時間不論在各方面致使署長滿意地履行批地條款的之前或之後，但只可在根據特別條款C部第(39)(a)條將停車場布局圖（定義見特別條款C部第(39)(a)條）存放於署長之後，分租或批予特許以使用或佔用公眾停車場內的任何停車位，但須受本特別條款第(g)條及第(i)條所訂條件約束，該分租或特許須在建築事務監督根據《建築物條例》就該分租或特許所關乎的公眾停車場內的停車位或其任何部分發出佔用許可證或臨時佔用許可證後方可開始。

- (m) 承授人須於2029年12月31日或之前開始營運公眾停車場，並須在整個批地文件年期內的所有時間自費繼續按批地條款、經批准公眾停車場布局圖、所有現在或日後任何時間與公眾停車場及公眾泊車有關並在香港施行的條例、附例及規例，並在各方面致使運輸署署長滿意地營運、維持、保養、維修、經營及管理公眾停車場及構成其一部分或與其有關的一切。
- (n) 承授人須在所有時間尤其在公眾停車場或其任何部分開始營運後，以及特別是在該地段上、之上、之下、之內或範圍內進行任何工程時，採取或促使採取所有適當及足夠的謹慎、技能及預防措施，以避免對公眾停車場或其任何部分造成任何損壞、干擾或妨礙。承授人須確保任何該等工程不會損壞、妨礙或危害公眾停車場或其任何部分的安全運作（就此署長的決定為最終決定並對承授人具約束力）。
- (o) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款的責任而直接或間接引起或與之有關或附帶的，不論如何引起，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (p) 承授人須就因承授人履行或不履行本特別條款的責任而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、支出、要求、訴訟及法律程序，彌償政府及使其維持獲彌償。

EE. 批地文件特別條款C部第(37)條規定，承授人在提供特別條款C部第(13)條、第(30)條、第(31)條及第(36)條所規定的停車位時，不得使用或採用任何機械泊車系統。特別條款C部分第(13)條、第(30)條、第(31)條及第(36)條所規定的停車位，不得提供任何形式或類型的機械泊車系統。就本特

別條款而言，署長就何謂機械泊車系統的決定為最終決定並對承授人具約束力。

FF. 批地文件特別條款C部第(38)條規定：

- (a) 承授人須在整個批地文件年期內的所有時間允許運輸署署長、政府、其官員、承辦商、代理、工人及任何其他獲其中任何一方授權的人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費自由並不受限制進出往返及穿越該地段或其任何部分及其上已建或擬建之建築物，以便視察、檢查及確定承授人有否違反或未能遵守特別條款C部分第(13)條、第(30)條、第(31)條及第(36)條。
- (b) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因運輸署署長、政府、其官員、承辦商、代理、工人或獲其中任何一方授權的任何其他人士行使或不行使本特別條款第(a)條所賦予的權利而引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (c) 承授人須就因運輸署署長、政府、其官員、承辦商、代理、工人或獲其中任何一方授權的任何其他人士行使或不行使本特別條款第(a)條所賦予的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

GG. 批地文件特別條款C部第(39)條規定：

- (a)&(b) 承授人須自費向署長存放，並提交經運輸署署長批准的圖則（包括經批准公眾停車場布局圖），以供運輸署署長批准，並按照存放於署長處並經運輸署署長批准的停車場布局圖保養所有停車位、上落貨停車位及上落客位及其他範圍，包括但不限於升降機、樓梯平台及運轉及流轉區域。
- (e) 承授人現：

- (i) 同意運輸署署長、署長、政府、其官員、承辦商、代理、工人或獲其中任何一方授權的任何其他人士，以其獨有及絕對酌情權查閱、使用、複製及改動停車場布局圖，以及以任何途徑及任何形式（包括但不限於電子途徑或透過電子平台）向任何政府部門或第三方（不論個人、商號、法人團體、公眾人士或其他組織）披露及發放停車場布局圖，以供運輸署署長或署長以其獨有及絕對酌情權認為適當地搜尋、查閱、複製、列印、發放、使用、分析、

研究或其他用途，不論是回應公眾或傳媒查詢或其他用途，或由運輸署署長、署長或政府自行進行；及

- (ii) 接受及確認運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士，有獨有及絕對酌情權及權利決定是否按本特別條款第(e)(1)條的規定查閱、使用、複製、改動、披露或發放停車場布局圖。
- (f) 就本特別條款第(e)條而言，承授人須促使或促成停車場布局圖的知識產權擁有人同意運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士查閱、使用、複製、改動、披露及發放停車場布局圖，以及同意任何政府部門或第三方搜尋、查閱、複製、列印、發放、使用、分析、研究或以其他方式使用停車場布局圖。
- (g) 承授人現接受及確認根據本特別條款第(e)條及第(f)條給予的同意，在批地文件年期屆滿或提前終止後仍繼續有效及對承授人具約束力。
- (h) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)條、第(b)條、第(c)條、第(d)條及第(f)條的責任；因停車場布局圖之任何遺漏或錯誤；或因運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士行使或不行使本特別條款第(e)條的權利；或因按本特別條款第(e)(i)條任何政府部門或第三方搜尋、查閱、複製、列印、發放、使用、分析、研究或以其他方式使用停車場布局圖而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (i) 承授人須就因承授人履行或不履行本特別條款第(a)條、第(b)條、第(c)條、第(d)條及第(f)條的責任；或因停車場布局圖之任何遺漏或錯誤而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

HH. 批地文件特別條款C部第(40)條規定：

- (a) 承授人須：
- (i) 自費向運輸署署長呈交或促使向運輸署署長呈交一份或多份圖則以供其書面批准，該等圖則須顯示指定用作容納在該地段上任何建築物、構築物或樓

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面空間內、之上或範圍內提供及安裝的設施、裝置及設備（下稱「設施、裝置及設備」）的範圍或空間的位置及尺寸，該等圖則須載有運輸署署長可能以其獨有及絕對酌情權要求或指明的資料（下統稱為「泊車位資訊系統範圍」），以便呈交與下列各項有關及相關的資料：

- (I) 訪客停車位，若該地段內提供或將提供不少於10個該等停車位；及
- (II) 根據特別條款C部第(30)(b)(i)(I)條、第(30)(b)(i)(II)條、第(30)(d)(i)(II)條及第(30)(d)(i)(III)條（可根據特別條款C部第(32)條分別變更）提供的停車位，及根據特別條款C部第(36)(a)條在公眾停車場內提供的停車位，

包括但不限於根據本特別條款第(b)條規定要求的空置汽車停車位的數目及類型（下統稱為「泊車位資訊」）。該地段上不得展開任何建築工程（移除工程、改道工程及地盤平整工程除外），直至已取得該批准為止；

- (ii) 於2029年12月31日或經署長批准的其他日期或之前，自費並在各方面致使運輸署署長滿意地按照本特別條款第(a)(i)條批准的圖則，進行及完成泊車位資訊系統範圍的工程，並自費提供及安裝設施、裝置及設備，其後須在批地文件年期內的所有時間自費保養泊車位資訊系統範圍及設施、裝置及設備，使其處於良好和修繕妥當的狀態，以履行承授人根據本特別條款第(b)條承擔的責任，並在各方面致使運輸署署長滿意；及
 - (iii) 在批地文件年期內的所有合理時間允許運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費自由並不受限制進出往返及穿越該地段或其任何部分及其上已建或擬建之任何建築物，以便視察、檢查及監督任何須按本特別條款第(a)(ii)條進行的工程。
- (b) 承授人須由運輸署署長決定及書面指明的日期（運輸署署長就此的決定為最終決定並對承授人具約束力）開始，其後在批地文件年期內的所有時間，自費並在各方面致使運輸署署長滿意地向運輸署署長呈交或促使向運輸署署長以其可能不時書面要求或指明的格式、時間及定期呈交泊車位資訊（運輸署署長就此的決定為最終決定並對承授人具約束力）。

(c) 承授人現：

- (i) 同意運輸署署長、署長、政府、其官員、承辦商、代理、工人或獲其中任何一方授權的任何其他人士，以其獨有及絕對酌情權處理、使用及複製泊車位資訊，以及按運輸署署長以其獨有及絕對酌情權認為適當的格式及媒體，向任何政府部門或第三方（不論個人、商號、法人團體、公眾人士或其他組織）披露及發放泊車位資訊（不論按呈交時的狀態或經處理後），以供該政府部門或第三方搜尋、查閱、複製、列印、發放、使用、分析、研究或其他用途；及
 - (ii) 接受及確認運輸署署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士，有獨有及絕對酌情權及權利決定是否處理、使用或複製泊車位資訊，或按本特別條款第(c)(i)條的規定以任何格式及經任何媒體向任何政府部門或第三方披露及發放泊車位資訊（不論按呈交時的狀態或經處理後）。
- (d) 就對承授人或任何其他人士造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)條及第(b)條的責任；因泊車位資訊之任何遺漏或錯誤；因承授人按本特別條款第(b)條呈交泊車位資訊時之遺漏、錯誤、疏忽或缺失；因運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士行使或不行使本特別條款第(a)(iii)條及第(c)條的權利；或因任何政府部門或第三方按本特別條款第(c)條的規定搜尋、查閱、複製、列印、發放、使用、分析、研究或以其他方式使用泊車位資訊，而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (e) 承授人須就因承授人履行或不履行本特別條款第(a)條及第(b)條的責任；因泊車位資訊之任何遺漏或錯誤；因承授人按本特別條款第(b)條呈交泊車位資訊時之遺漏、錯誤、疏忽或缺失；或因運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士行使或不行使本特別條款第(a)(iii)條的權利，而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

II. 批地文件特別條款C部第(41)條規定：

- (a) 承授人須於2029年12月31日或經署長批准的其他日期或之前，自費並在各方面致使水務監督滿意地按本特別條款第(b)條所述經批准自動讀錶系統外站建議書及《水務設施條例》，在該地段或其任何部分或在其上已建或擬建之任何建築物內，提供及安裝一個或多個外站連同水務監督以其獨有酌情權可能要求的設施及相關設備，以作食水供應自動讀錶之用（該一個或多個外站連同上述設施及相關設備下統稱為「自動讀錶系統外站」）。
- (b) 承授人須自費並在各方面致使水務監督滿意地向水務監督呈交或促使向水務監督呈交提供及安裝自動讀錶系統外站的建議書（下稱「自動讀錶系統外站建議書」）以供其書面批准，該建議書須載有水務監督以其獨有酌情權可能要求的資料及詳情，包括但不限於：
 - (i) 顯示自動讀錶系統外站位置的布局圖；
 - (ii) 建立自動讀錶系統外站的設計、布局及設備的詳情；及
 - (iii) 指定或將指定用作容納自動讀錶系統外站及方便對其視察及保養的範圍或空間的詳情（經水務監督批准的該範圍或空間下稱為「外站範圍或空間」）。
- (c) 該地段上不得展開自動讀錶系統外站的任何提供或安裝工程，直至自動讀錶系統外站建議書已根據本特別條款第(b)條獲水務監督書面批准為止。根據本特別條款第(b)條批准的自動讀錶系統外站建議書而提供及安裝的自動讀錶系統外站下稱為「經批准自動讀錶系統外站」。
- (d) 承授人須自費並在各方面致使水務監督滿意地運作、保養及維修經批准自動讀錶系統外站，使其處於良好修葺及運作狀態，直至經批准自動讀錶系統外站已根據本特別條款第(g)條移交予水務監督為止。
- (e) 任何性質的構築物、物件或物料若可能妨礙或干擾經批准自動讀錶系統外站之視察、檢查、運作、保養、維修、更新、拆除、移除、更換及重置，便不得在外站範圍或空間之上、之上方、上面、之下、下面或範圍內將其建造或放置。如水務監督認為（其意見為最終並對承授人具約束力）在外站範圍或空間之上、之上方、上面、之下、下面或範圍內建造或放置構築物、物件或物料，而其可能妨礙或干擾經批准自動讀錶系統外站的視察、檢查、運作、保養、維修、更新、拆除、移除、更換或重置，水務監督有權以書面通知要求承授人自費並在各方面致使水務監督滿意地在通知所指明的期限內拆卸或移除該等構築物、物件或物料，致使外站範圍或空

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間恢復原狀。

- (f) 若承授人未能履行本特別條款第(a)條、第(d)條及第(e)條之責任，水務監督可進行所需之工程，惟費用由承授人支付，就此承授人須應水務監督要求向水務監督繳付一筆款項，數額等於上述工程之費用，該數額由水務監督釐定，此決定為最終決定並對承授人具約束力。
- (g) 經批准自動讀錶系統外站或其任何一個，須應水務監督書面要求移交水務監督，但無論如何，若署長發出信件表示批地文件條款已妥為履行致使其滿意，經批准自動讀錶系統外站即被視為已於發信當天被承授人移交水務監督。
- (h) 承授人須在批地文件年期內的所有時間允許水務監督、其官員、承辦商、代理、其工人及任何獲水務監督授權的人士（可連同或不連同工具、設備、機器、機械或汽車），有權免費自由並不受限制進出往返及穿越該地段或其任何部分以及在其上已建或擬建之任何建築物，以便：
 - (i) 視察、檢查及監督承授人按本特別條款第(a)條、第(d)條及第(e)條須進行的任何工程；
 - (ii) 進行本特別條款第(f)條所規定的任何工程；及
 - (iii) 在經批准自動讀錶系統外站或其任何一個已按本特別條款第(g)條移交予水務監督後，視察、檢查、運作、保養、維修、更新、拆除、移除、更換及重置經批准自動讀錶系統外站或其任何一個，以及水務監督可能認為必需的任何其他工程。
- (i) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)條、第(d)條及第(e)條的責任或因水務監督、其官員、承辦商、代理、其工人及任何獲水務監督授權的人士行使或不行使本特別條款第(f)條及第(h)條的權利而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (j) 承授人須就因承授人履行或不履行本特別條款第(a)條、第(d)條及第(e)條的責任或因水務監督、其官員、承辦商、代理、其工人及任何獲水務監督授權的人士行使或不行使本特別條款第(f)條及第(h)條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

6. 對買方造成負擔的租用條件：

- A. 批地文件一般條款第4條規定倘因承授人違反批地文件的條款又或毗連或毗鄰土地或該地段受損或出現泥土或地下水污染，而署長（其意見將作終論並對承授人具約束效力）認為有關損害或泥土或地下水污染乃因承授人使用該地段或建於該處任何發展項目或重建項目或其任何部分又或承授人於該地段進行任何活動或執行任何工程所致，則不論承授人使用該地段、發展或重建、進行活動或執行工程乃遵從或違反此等批地條款，承授人須就任何由此直接或間接引起有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。
- B. 批地文件一般條款第10條規定：
 - (a) 當承授人未能或忽略履行、遵守或遵從批地文件條款，政府有權收回及重新管有該地段或其任何部分以及所有或任何於該地段或其任何部分上之建築物、搭建物及工程，及承授人於批地文件下的權利隨即完全停止及終止（若僅收回一部份，則為有關該部份的權利），但無損政府就違反、不遵守或不履行批地文件任何條款及條件時享有的權利、補救方法及申索權。
 - (b) 當該地段被收回，承授人無權獲得任何地價退款、就該地段及其上之建築物的價值之任何款項或賠償，或承授人在準備、建造或發展該地段或其任何部分或為其他目的所花費的任何金額。
- C. 批地文件特別條款A部第(5)(b)條規定該地段之授予受所有及任何於批地文件日期已存在且與批地文件同意授予之地段或其任何部分有關的權利、申索、法律行動、其他程序及責任（不論是否因逆權管有或以其他方式而產生）所規限。
- D. 批地文件特別條款A部第(16)條規定，未經署長事先書面許可，不得移除或干擾該地段或其毗鄰包括黃色間黑斜線範圍所生長的樹木；署長於給予許可時可就移植、補償性環境美化或重新栽種施加其認為合適之條件。
- E. 批地文件特別條款A部第(18)條規定：
 - (a) 承授人確認於批地文件日期，在該地段內在批地文件夾附的"PLAN I"並以粉紅色間黑斜線顯示及以粉紅色間黑斜線與綠斜線的範圍之部分及綠色範圍內有一條現存雨水渠（下稱「現存雨水渠」），其大約位置及走線在批地文件夾附的"PLAN I"以藍線顯示（僅供識別用途）。除本特別條款第(d)條及第(e)條的規定外，承授人不得干擾、阻塞、移除或遷移現存雨水渠或其任何部分，或允許或容許現存雨水渠或其任何部分遭干擾、阻塞、移

除或遷移。

- (b) 在不影響特別條款A部分第(3)(a)條及一般條款第2條的原則下，承授人須被視為已對該地段於批地文件日期的現有狀態和狀況感到滿意並已接受，並同意該地段受制於現存雨水渠之存在，以及承授人不得就此向政府提出任何反對或申索。
- (c) 除非事先獲得渠務署署長的書面批准並受其可能施加的條款及條件規限：
 - (i) 不得在該地段內在批地文件夾附的"PLAN I"並以粉紅色間黑斜線與綠斜線顯示的範圍之部分及黃色間黑斜線與綠斜線範圍並在批地文件夾附的"PLAN I"上標示為「7m D.R.」的範圍（下統稱為「渠務專用範圍」）之上、之上方、之下、上面、下面或之內建造、興建或放置任何建築物、構築物或任何建築物或構築物的支撐物（特別條款C部分第(12)(a)條所定義的行人通道、圍牆及圍欄除外），亦不得在渠務專用範圍內放置或存放任何性質的物料或物件；及
 - (ii) 不得在渠務專用範圍內種植樹木及進行地盤平整工程，就批地文件條款而言，「地盤平整工程」按《建築物條例》定義。
- (d) 在不影響特別條款A部分第(28)條及第(29)條的原則下，承授人可在根據本特別條款第(e)條取得渠務署署長事先書面批准後，自費並在各方面致使渠務署署長滿意地進行工程，以移除或廢棄整段現存雨水渠，或將整段現存雨水渠改道至該地段外的一個或多個位置，以渠務署署長可能批准或要求的物料、標準、規格及設計（移除、廢棄或改道整段現存雨水渠的工程下統稱為「改道工程」），惟承授人必須按本特別條款第(e)條經渠務署署長批准的建議書及以良好工藝方式進行改道工程，致使渠務署署長在各方面滿意。
- (e) 在展開改道工程之前，承授人須自費向渠務署署長呈交或促使向渠務署署長呈交改道工程的建議書以供其書面批准。承授人不得進行改道工程，直至渠務署署長已就該建議書給予書面批准為止。
- (f) 改道工程完成後，承授人須自費保養作為改道工程一部分而建造或興建的所有渠道（包括但不限於雨水渠）、集水井、暗渠或連蓋沙井及其他構築物（下統稱為「經改道雨水渠」），使其處於良好和修繕妥當的狀態，並在各方面致使渠務署署長滿意，直至經改道雨水渠已由承授人按本特別條款第(g)條移交予政府為止。

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- (g) 經改道雨水渠須由承授人須應政府要求後免費移交予政府，無論如何，若署長發出信件表示批地文件條款已妥為履行致使其滿意，經改道雨水渠即被視為已於發信當天被承授人免費移交予政府。
- (h) 如整段現存雨水渠已完全移除或從該地段改道或已廢棄並在各方面致使渠務署署長滿意，渠務專用範圍即告終止存在，其後承授人根據本特別條款享有的權利及承擔的義務即告絕對終止及解除。
- (i) 若承授人未能履行本特別條款第(f)條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
- (j) 承授人須在批地文件年期內的所有時間允許政府、渠務署署長、其官員、承辦商、代理及工人以及任何獲渠務署署長授權的人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費自由並不受限制進出往返及穿越該地段及其任何部分、渠務專用範圍、黃色間黑斜線範圍及綠色範圍，以便：
 - (i) 在改道工程完成前視察、運作、保養及維修現存雨水；
 - (ii) 視察、檢查及監督改道工程及按本特別條款第(d)條及第(f)條進行的任何工程；
 - (iii) 進行、視察、檢查及監督本特別條款第(i)條所規定的工程；及
 - (iv) 在經改道雨水渠揭按本特別條款第(g)條移交予政府後，視察、運作、保養、維修、更新、拆除、移除及更換經改道雨水，以及進行渠務署署長可能認為對經改道雨水渠有必要進行的任何其他工程。
- (k) 就對承授人或任何其他人士造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因現存雨水渠之存在及使用、因承授人進行之改道工程、因承授人履行或不履行本特別條款第(d)條、第(e)條及第(f)條的責任，或因政府、渠務署署長、其官員、承辦商、代理、工人或任何獲渠務署署長授權的人士行使或不行使本特別條款第(j)條的權利，而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (l) 承授人須就因現存雨水渠之存在及使用、因承授人進行

之改道工程、因承授人履行或不履行本特別條款第(d)條、第(e)條及第(f)條的責任，或因政府行使或不行使本特別條款第(i)條的權利，或因政府、渠務署署長、其官員、承辦商、代理、工人或任何獲渠務署署長授權的人士行使或不行使本特別條款第(j)條的權利，而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

F. 批地文件特別條款A部第(24)條規定：

- (a) 若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，不論是否經署長事先書面同意，不論是否位於該地段內或任何政府土地內，亦不論進行上述工程的目的是為承授人進行開拓、平整或發展工程或其於批地文件條款下需要進行的任何其他工程的目的或與其有關連的目的或任何其他目的，承授人須自費進行及建造該等於當時或其後有需要之斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或附屬或其他工程，以保護及支持該地段內的土地及任何毗鄰或毗連之政府土地或已出租土地，及排除及預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。承授人須於批地文件年期內的所有時間自費保養上述土地、斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或附屬或其他工程使其處於良好和修繕妥當的狀態，致使署長滿意。
- (c) 倘若於任何時間因承授人進行的開拓、平整或發展工程或其他工程或任何其他原因而導致或引起任何泥土剝落、泥石傾瀉或土地下陷，不論是否於或自該地段內的任何土地或自任何毗鄰或毗連的政府土地或出租土地，承授人須自費還原和修復致使署長滿意，並須就該等泥土剝落、泥石傾瀉或土地下陷，而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。
- (d) 除了批地文件訂明就任何違反批地文件條款而有的權利或濟助外，署長亦有權以書面通知形式要求承授人進行、興建及保養上述土地、斜坡整理工程、護土牆、或其他支撐、防護措施、及排水系統或附屬或其他工程，或還原和修復任何泥土剝落、泥石傾瀉或土地下陷，且如承授人忽略或未能在指明期限內遵行該通知致使署長滿意，署長可立即執行和進行任何有需要的工程，而承授人須應要求向政府償還該工程的費用，連同任何行政及專業費用或收費。

G. 批地文件特別條款A部分第(26)條規定，若於發展或重建該地段或其任何部分時曾安裝預應力地錨，承授人須於該等預

應力地錨的使用期限內自費進行定期保養及定期監測，致使署長滿意，並須不時於署長行使其絕對酌情權要求時向署長提供所有保養及監測工程之報告及資料。如承授人忽略或未能進行所須的保養或監測工程，署長可立即執行和進行所須的保養或監測工程，而承授人須應要求向政府償還該工程的費用。

H. 批地文件特別條款A部第(27)條規定：

- (a) 倘若該地段或其他受開發該地段影響範圍的泥土、廢土、瓦礫、建築廢料或建材（下統稱為「該等廢料」）遭侵蝕、沖洗或傾倒在公共巷徑或道路上，或路旁暗渠、前濱或海床、污水渠、雨水渠或溝渠或其他政府財產之上或內（下統稱為「該等政府財產」），承授人須自費清理該等廢料並修葺任何對該等政府財產造成的損壞。承授人須就該等侵蝕、沖洗或傾倒對私人財產造成的任何損壞或滋擾，而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。
- (b) 署長可以（但無義務）應承授人請求清理該等廢料並修葺該等廢料對該等政府財產造成的任何損壞，而承授人須應要求向政府繳付有關費用。

I. 批地文件特別條款A部分第(28)條規定，承授人須於所有時候，尤其是當進行建造、保養、翻新或維修工程（下統稱為「該等工程」）時，採取或安排採取所有恰當及足夠的謹慎、技巧及預防措施，以免對處於或行經該地段、綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分之上、之下或旁邊的任何政府或其他現存排水渠（包括現存雨水渠及經改道雨水渠（如有））、水道或河道、水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置（下統稱為「該等服務」）造成任何損壞、干擾或阻礙。承授人須於進行任何該等工程前進行或安排進行所需的恰當搜索及勘查，以查明該等服務之現行位置及水平，並須就如何處理任何或會受該等工程影響之該等服務向署長提交書面建議書供其就各方面批准，且不得在署長就該等工程及上述建議書發出書面批准之前進行任何工程。承授人須遵行及自費達成署長於發出上述批准時就該等服務所施加的任何要求，包括任何有需要的改道、重鋪或還原工程之費用。承授人須自費在各方面維修、修復及還原所有因該等工程對該地段、綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分或任何該等服務所造成，或以任何方式引致的損壞、干擾或阻礙，致使署長滿意（溝渠、污水渠、雨水渠（包括現存雨水渠及經改道雨水渠（如有））或水管除外，其之修復將由署長進行，除非署長另有決定，而承授人須應要求向政府繳付上述工程之費用）。若承授人未有對該地段、

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綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修復及還原工程致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修復及還原工程，而承授人須應要求向政府繳付上述工程之費用。

J. 批地文件特別條款 C 部分第 (30) 條規定：

- (a)(iv) 住宅停車位及訪客停車位不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之車輛以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (b)(iii) 辦公室停車位及非工業停車位不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之車輛以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (c)(ii) 供傷殘人士用停車位不得用作停泊傷殘人士按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之車輛以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (d)(ii) 住宅電單車停車位、辦公室電單車停車位及非工業電單車停車位不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之電單車以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。

K. 批地文件特別條款 C 部分第 (31) 條規定：

- (b)(i) 上落貨停車位不得用作與該地段已建或擬建建築物的住宅單位之貨車上落貨之外的任何用途。而上述每一車位須闊 3.5 米，長 11.0 米，其淨空高度不得少於 4.7 米。
- (b)(iv) 上落客位不得用作與該地段已建或擬建建築物之汽車（包括的士）上落乘客之外的任何用途。而上述每一車位須闊 2.5 米，長 5.0 米，其淨空高度不得少於 2.4 米。

L. 批地文件特別條款 C 部分第 (34)(a) 條規定，住宅停車位及住宅電單車停車位不得轉讓，除非：

- (a)(i)(I) 連同發展項目內的一個住宅單位一併轉讓；或

- (II) 轉讓予已是發展項目內一個住宅單位的業主的人士。

惟於任何情況下，轉讓予發展項目內任何一個住宅單位之業主的住宅停車位及住宅電單車停車位總數不得多於三個。

M. 請參閱上文第 5 段。

備註：

1. 本節中提述「承授人」一詞指根據批地文件中的承授人和如文意允許或要求包括其遺囑執行人、遺產管理人、承讓入及（如為法團）其繼承人和承讓入。
2. 本節中提述「該地段」一詞指批地文件中的地段（即「該土地」）。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

1. Description of any facilities that are required under the land grant to be constructed and provided for the Government, or for public use

- A. Such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands ("the Director") may in his sole discretion require to be provided and constructed within the area shown coloured green on PLAN I annexed to the Land Grant ("Green Areas") by the Grantee (collectively "the Structures") so that building, vehicular and pedestrian traffic may be carried on within the Green Area.
- B. Demolish and remove from the area shown coloured yellow on PLAN I annexed to the Land Grant ("Yellow Area") the Existing Buildings and Structures erected thereon, and lay and form the Yellow Area.
- C. The areas shown coloured yellow hatched black on PLAN I annexed to the Land Grant ("Yellow Hatched Black Areas") and the area shown coloured yellow hatched black hatched green on PLAN I annexed to the Land Grant ("Yellow Hatched Black Hatched Green Area") is required to be fenced and erected with light poles, drop gates or such other structures within the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area at such location as the Director at his sole discretion may require.
- D. Pedestrian passageway with lighting fittings on and along the areas shown coloured pink hatched black and pink hatched black hatched green on PLAN I annexed to the Land Grant ("Pedestrian Passageway") is required to be landscaped, laid, formed, constructed and surfaced by the Grantee as the Director shall approve.
- E. Government Accommodation is required to be erected, constructed and provided within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed to the Land Grant ("the Technical Schedule") and the plans approved under certain special condition of the Land Grant.
- F. The Public Vehicle Park (defined below) which is to be provided, erected, constructed and maintained within the lot.
- G. Outstations together with facilities and associated equipment shall be provided and installed by the Grantee on the lot or any part thereof or within any buildings thereon

for automatic meter reading for fresh water supplies.

2. Description of any 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 Phase

See A, B and C above

(Note: by virtue of the Deed of Mutual Covenant, (i) the Public Vehicle Park will be managed, operated and maintained by the owner thereof; (ii) the Pedestrian Passageway will be managed, operated and maintained by the owner of the Commercial Accommodation.)

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

Not Applicable.

4. Description of any part of the land (on which the Phase 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.

5. Plan(s) showing locations of the facilities mentioned in 1 and 2, open spaces mentioned in 3 (if any) and those parts of the land mentioned in 4 (if any)

See the plan below in this section.

6. General public's right to use

In relation to any of those facilities and open spaces, and those parts of the land, mentioned in paragraphs 1, 2, 3 and 4 above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the Land Grant or the deed of dedication (as the case may be).

7. Management, operation and maintenance

The facilities mentioned in 2 and open spaces mentioned in 3 (if any) are required to be managed, operated or maintained at the expense of the owners of the residential properties in the

Development, and those owners are required to meet a proportion of the expense of managing, operating or maintaining those facilities or open spaces (if any) through the management expenses apportioned to the residential properties concerned.

8. Provisions of the land grant and the deed of dedication (if applicable), and of the deed of mutual covenant in respect of the Development that concern the facilities mentioned in 1 or 2 and open spaces mentioned in 3 (if any), and those parts of the land mentioned in 4 (if any)

A. Green Areas

Land Grant

Special Condition No. (3) in Part A

- "(a) (i) The Grantee acknowledges that as at the date of this Agreement, there are some existing buildings and structures erected on the lot, those portions of future public roads shown coloured green on PLAN I annexed hereto (hereinafter referred to as "the Green Areas") and the area shown coloured yellow on PLAN I annexed hereto (hereinafter referred to as "the Yellow Area") (which said existing buildings and structures are hereinafter collectively referred to as "the Existing Buildings and Structures").
- (ii) Except as provided in Special Conditions Nos. (6)(a)(i), (10)(a) and (15) all in this Part A, the Grantee shall not make or permit or suffer to be made any alteration, modification or addition to any of the Existing Buildings and Structures without obtaining the prior approval in writing of the Director.
- (iii) The Existing Buildings and Structures shall be deemed to include any alteration, modification and addition approved by the Director under sub-clause (a)(ii) of this Special Condition.
- (iv) The Grantee undertakes to demolish and remove, at his own expense and in all respects to the satisfaction of the Director, the Existing Buildings and Structures from the lot, the Green Areas and the Yellow Area (which demolition and removal works are hereinafter collectively referred to as "the Demolition Works") in accordance with Special Conditions Nos. (6)(a)(i), (10)(a) and (15) all in this Part A.

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- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition, the existence, presence, structural safety or use of the Existing Buildings and Structures, the use of the lot or any part thereof in accordance with the Special Conditions in Part B or the carrying out of any of the Demolition Works, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition, the existence, presence, structural safety or use of the Existing Buildings and Structures, the use of the lot or any part thereof in accordance with the Special Conditions in Part B or the carrying out of any of the Demolition Works.
- (d) Without prejudice to Special Condition No. (18) in this Part A and General Condition No. 2 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot, the Green Areas and the Yellow Area as existing at the date of this Agreement subject to the presence or the use of the Existing Buildings and Structures, and no objection or claim of whatsoever nature shall be made or raised against the Government by the Grantee in respect of or on account of the same.
- (e) (i) The Government gives no warranty or guarantee, express or implied, as to:
- (I) the physical state, condition or safety of the Existing Buildings and Structures or any part or parts thereof; or
- (II) whether the Existing Buildings and Structures or any part or parts thereof were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Buildings Ordinance").
- (ii) The presence of the Existing Buildings and Structures shall not in any way relieve the Grantee of or release, discharge, lessen or affect the Grantee's obligations under these Conditions or in any way affect or prejudice the rights and remedies of the Government under these Conditions or otherwise in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions.
- (f) For the purposes of these Conditions, the decision of the Director as to what constitute the Existing Buildings and Structures shall be final and binding on the Grantee."
- Special Condition No. (6) in Part A
- "(a) The Grantee shall:
- (i) on or before the 31st day of December 2029 or such other date as may be approved by the Director, at the Grantee's 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) demolish and remove from the Green Areas the Existing Buildings and Structures erected thereon;
- (II) lay and form the Green Areas; and
- (III) provide and construct within the Green Areas such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director at 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 Areas;
- (ii) on or before the 31st day of December 2029 or such other date as may be approved by the Director, at the Grantee's own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
- (iii) maintain at the Grantee's own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants with pipes connected to water mains, 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 Areas has been re-delivered up to the Government in accordance with Special Condition No. (7) in this Part A.
- (b) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
- (c) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise or non-exercise by the Government of the rights conferred under sub-clause (b) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise or non-exercise by the Government of the rights conferred under sub-clause (b) of this Special Condition."

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Special Condition No. (7) in Part A

"For the purpose only of carrying out the works specified in Special Condition No. (6)(a) in this Part A, the Grantee shall on the date of this Agreement be granted possession of the Green Areas. The Green Areas or any part or parts thereof shall be re-delivered up to the Government on demand and in any event shall be deemed to have been re-delivered up to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Areas or any part or parts thereof allow free access over and along the Green Areas or any part or parts thereof for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (6)(a) in this Part A or otherwise."

Special Condition No. (8) in Part A

"The Grantee shall not without the prior written consent of the Director use the Green Areas or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (6)(a) in this Part A."

Special Condition No. (9) in Part A

"(a) The Grantee shall at all reasonable times while he is in the possession of the Green Areas or any part or parts thereof:

- (i) permit the Government, the Director, their officers, contractors, agents, workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Green Areas or any part or parts thereof for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (6)(a) in this Part A and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (6)(b) in this Part A; and any other works which the Director may consider necessary in the Green Areas or any part or parts thereof;
- (ii) permit the Government and the relevant public utility companies authorized by the Government with or

without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Green Areas or any part or parts thereof as the Government or the relevant public utility companies authorized by the Government may require for the purpose of any works to be carried out in, upon or under the Green Areas or any part or parts thereof or any adjoining land, including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas or any part or parts thereof or any adjoining land; and

- (iii) permit the officers of the Water Authority and any other persons authorized by them with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Green Areas or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repair, replacement and alteration of any waterworks installations within the lot and the Green Areas or any part or parts thereof.

For the purposes of these Conditions, "Water Authority" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Waterworks Ordinance").

- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition; or the exercise or non-exercise by the Government, the Director, their officers,

contractors, agents, workmen, the officers of the Water Authority or the relevant public utility companies authorized by the Government or any other persons authorized under sub-clause (a) of this Special Condition of the rights conferred thereunder, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition, or the exercise or non-exercise by the Government, the Director, their officers, contractors, agents, workmen, the officers of the Water Authority or the relevant public utility companies authorized by the Government or any other persons authorized under sub-clause (a) of this Special Condition of the rights conferred thereunder."

Special Condition No. (18) in Part A

"(a) The Grantee acknowledges that as at the date of this Agreement, there is an existing storm water drain (hereinafter referred to as "the Existing Storm Water Drain") within those portions of the lot shown coloured pink hatched black and pink hatched black hatched green on PLAN I annexed to the Land Grant and the Green Areas at the approximate location and along the alignment as shown for identification purpose only by a blue line on PLAN I annexed to the Land Grant. Except as provided in sub-clauses (d) and (e) of this Special Condition, the Grantee shall not interfere with, obstruct, remove or relocate or permit or suffer to be interfered with, obstructed, removed or relocated the Existing Storm Water Drain or any part or parts thereof.

- (b) Without prejudice to Special Condition No. (3)(a) in this Part A and General Condition No. 2 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Storm Water Drain, and no objection or claim whatsoever shall be made or raised against the Government by the Grantee in respect of or on account of the same.
- (c) Except with the prior written approval of the Director of

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Drainage Services and subject to such terms and conditions as he may impose:

- (i) no building, structure or support for any building or structure (except the Pedestrian Passageway (as defined in Special Condition No. (12)(a) in Part C), boundary walls and fences) shall be erected, constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched black hatched green on PLAN I annexed to the Land Grant and the Yellow Hatched Black Hatched Green Area and marked "7m D.R." on PLAN I annexed to the Land Grant (hereinafter collectively referred to as "the Drainage Reserve Area"), and no material or object of whatever nature shall be placed or stored within the Drainage Reserve Area; and
 - (ii) no tree shall be planted and no site formation works shall be carried out within the Drainage Reserve Area, and for the purposes of these Conditions, "site formation works" shall be as defined in the Buildings Ordinance.
- (d) Without prejudice to Special Conditions Nos. (28) and (29) both in this Part A, the Grantee may, upon obtaining the prior written approval of the Director of Drainage Services under sub-clause (e) of this Special Condition, at the Grantee's own expense and in all respects to the satisfaction of the Director of Drainage Services, carry out works to remove or abandon the entire section of the Existing Storm Water Drain or divert the entire section of the Existing Storm Water Drain to such location or locations outside the lot, with such materials and to such standard, specification and design as the Director of Drainage Services may approve or require (the works to remove, abandon or divert the entire section of the Existing Storm Water Drain are hereinafter collectively referred to as "the Diversion Works"), provided always that the Grantee must carry out the Diversion Works in accordance with the proposal as approved by the Director of Drainage Services under sub-clause (e) of this Special Condition and in good and workmanlike manner in all respects to the satisfaction of the Director of Drainage Services.
- (e) Prior to commencement of the Diversion Works, the Grantee shall at his own expense submit or cause to be submitted to the Director of Drainage Services for his approval in writing a proposal for the Diversion Works. The

Grantee shall not carry out the Diversion Works until the Director of Drainage Services shall have given his written approval to the proposal.

- (f) Upon completion of the Diversion Works, the Grantee shall at his own expense maintain all drains (including but not limited to storm water drains), catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Diversion Works (hereinafter collectively referred to as "the Diverted Storm Water Drain") in good and substantial repair and condition and in all respects to the satisfaction of the Director of Drainage Services until the Diverted Storm Water Drain shall be handed over by the Grantee to the Government in accordance with sub-clause (g) of this Special Condition.
- (g) The Diverted Storm Water Drain shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted Storm Water Drain shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (h) In the event that the entire section of the Existing Storm Water Drain is completely removed or diverted from the lot or abandoned in all respects to the satisfaction of the Director of Drainage Services, the Drainage Reserve Area shall cease to exist and thereupon the rights and obligations of the Grantee under this Special Condition shall absolutely cease and determine.
- (i) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clause (f) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum or sums equal to the cost thereof, such sum or sums to be determined by the Director whose determination shall be final and binding on the Grantee.
- (j) The Grantee shall at all times throughout the term of the Land Grant permit the Government, the Director of Drainage Services, their officers, contractors, agents and workmen and any persons authorized by the Director of Drainage Services with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part thereof, the Drainage Reserve Area, the Yellow Hatched Black Areas and the

Green Areas for the purposes of:

- (i) inspecting, operating, maintaining and repairing the Existing Storm Water Drain prior to the completion of the Diversion Works;
 - (ii) inspecting, checking and supervising the Diversion Works and any works to be carried out in accordance with sub-clauses (d) and (f) of this Special Condition;
 - (iii) carrying out, inspecting, checking and supervising the works under sub-clause (i) of this Special Condition; and
 - (iv) inspecting, operating, maintaining, repairing, renewing, demolishing, removing and replacing the Diverted Storm Water Drain after the handover of the Diverted Storm Water Drain to the Government in accordance with sub-clause (g) of this Special Condition and to carry out any other works which the Director of Drainage Services may consider necessary to the Diverted Storm Water Drain.
- (k) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the existence or use of the Existing Storm Water Drain, the Diversion Works carried out by the Grantee, the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (d), (e) and (f) of this Special Condition, the exercise or non-exercise by the Government of the rights conferred under sub-clause (i) of this Special Condition or the exercise or non-exercise by the Government, the Director of Drainage Services, their officers, contactors, agents, workmen or any persons authorized by the Director of Drainage Services of the rights conferred under sub-clause (j) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (l) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the existence or use of the Existing Storm Water Drain, the Diversion Works carried out by the Grantee, the

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fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (d), (e) and (f) of this Special Condition, the exercise or non-exercise by the Government of the rights conferred under sub-clause (i) of this Special Condition or the exercise or non-exercise by the Government, the Director of Drainage Services, their officers, contactors, agents, workmen or any persons authorized by the Director of Drainage Services of the rights conferred under sub-clause (j) of this Special Condition."

Special Condition No. (28) in Part A

"The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter collectively referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain (including the Existing Storm Water Drain and the Diverted Storm Water Drain, if any), waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Green Areas, the Yellow Area, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part of any one or more of them (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Areas, the Yellow Area, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part of any one or more of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain (including the Existing Storm Water Drain and the Diverted Storm Water Drain, if any) or water main, the making good of which shall be carried out by the Director, unless the Director

elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Areas, the Yellow Area, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part of any one or more of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

Deed of Mutual Covenant

Not Applicable

Deed of Dedication

Not Applicable

B. Yellow Area

Land Grant

Special Condition No. (3) in Part A

- "(a) (i) The Grantee acknowledges that as at the date of this Agreement, there are some existing buildings and structures erected on the lot, those portions of future public roads shown coloured green on PLAN I annexed hereto (hereinafter referred to as "the Green Areas") and the area shown coloured yellow on PLAN I annexed hereto (hereinafter referred to as "the Yellow Area") (which said existing buildings and structures are hereinafter collectively referred to as "the Existing Buildings and Structures").
- (ii) Except as provided in Special Conditions Nos. (6)(a) (i), (10)(a) and (15) all in this Part A, the Grantee shall not make or permit or suffer to be made any alteration, modification or addition to any of the Existing Buildings and Structures without obtaining the prior approval in writing of the Director.
- (iii) The Existing Buildings and Structures shall be deemed to include any alteration, modification and addition approved by the Director under sub-clause (a)(ii) of this Special Condition.

- (iv) The Grantee undertakes to demolish and remove, at his own expense and in all respects to the satisfaction of the Director, the Existing Buildings and Structures from the lot, the Green Areas and the Yellow Area (which demolition and removal works are hereinafter collectively referred to as "the Demolition Works") in accordance with Special Conditions Nos. (6)(a)(i), (10)(a) and (15) all in this Part A.

- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition, the existence, presence, structural safety or use of the Existing Buildings and Structures, the use of the lot or any part thereof in accordance with the Special Conditions in Part B or the carrying out of any of the Demolition Works, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition, the existence, presence, structural safety or use of the Existing Buildings and Structures, the use of the lot or any part thereof in accordance with the Special Conditions in Part B or the carrying out of any of the Demolition Works.
- (d) Without prejudice to Special Condition No. (18) in this Part A and General Condition No. 2 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot, the Green Areas and the Yellow Area as existing at the date of this Agreement subject to the presence or the use of the Existing Buildings and Structures, and no objection or claim of whatsoever nature shall be made or raised against the Government by the Grantee in respect of or on account of the same.
- (e) (i) The Government gives no warranty or guarantee, express or implied, as to:

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- (I) the physical state, condition or safety of the Existing Buildings and Structures or any part or parts thereof; or
 - (II) whether the Existing Buildings and Structures or any part or parts thereof were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Buildings Ordinance").
- (ii) The presence of the Existing Buildings and Structures shall not in any way relieve the Grantee of or release, discharge, lessen or affect the Grantee's obligations under these Conditions or in any way affect or prejudice the rights and remedies of the Government under these Conditions or otherwise in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions.
- (f) For the purposes of these Conditions, the decision of the Director as to what constitute the Existing Buildings and Structures shall be final and binding on the Grantee."

Special Condition No. (10) in Part A

- "(a) The Grantee shall on or before the 31st day of December 2029 or such other date as may be approved by the Director, at the Grantee's 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 demolish and remove from the Yellow Area the Existing Buildings and Structures erected thereon, and lay and form the Yellow Area.
- (b) The Grantee shall thereafter at the Grantee's own expense clean, manage, maintain and repair the Yellow Area in all respects to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered up to the Government in accordance with Special Condition No. (11) in this Part A.
- (c) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof,

such sum to be determined by the Director whose determination shall be final and binding on the Grantee.

- (d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; or the exercise or non-exercise by the Government of the rights conferred under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; or the exercise or non-exercise by the Government of the rights conferred under sub-clause (c) of this Special Condition."

Special Condition No. (11) in Part A

"For the purpose only of carrying out the works specified in Special Conditions Nos. (10)(a) and (10)(b) both in this Part A, the Grantee shall on the date of this Agreement be granted possession of the Yellow Area. The Yellow Area shall be re-delivered up to the Government on demand and in any event shall be deemed to have been re-delivered up to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction."

Special Condition No. (12) in Part A

"The Grantee shall not without the prior written consent of the Director use the Yellow Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Conditions Nos. (10)(a) and (10)(b) both in this Part A."

Special Condition No. (13) in Part A

- "(a) The Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof permit the Government, the Secretary for Education, the Director, their officers, contractors, agents, workmen and any persons and public utility companies authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Yellow Area or any part or parts thereof for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Special Conditions Nos. (10)(a) and (10)(b) both in this Part A and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (10)(c) in this Part A and any other works which the Director may consider necessary in the Yellow Area or any part or parts thereof.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition; or the exercise or non-exercise by the Government, the Secretary for Education, the Director, their officers, contractors, agents, workmen or any persons or public utility companies authorized by the Director of the rights conferred under sub-clause (a) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition; or the exercise or non-exercise by the Government, the Secretary for Education, the Director, their officers, contractors, agents, workmen or any persons or public utility companies authorized by the Director of the rights conferred under sub-clause (a) of this Special Condition.

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Special Condition No. (28) in Part A

"The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter collectively referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain (including the Existing Storm Water Drain and the Diverted Storm Water Drain, if any), waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Green Areas, the Yellow Area, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part of any one or more of them (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Areas, the Yellow Area, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part of any one or more of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain (including the Existing Storm Water Drain and the Diverted Storm Water Drain, if any) or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Areas, the Yellow Area, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part of any one or more of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

"Off-site Areas" means "the Yellow Area" (defined in Special Condition No.(3)(a)(i) of Part A of the Government Grant), "the Yellow Hatched Black Areas" (defined in Special Condition No. (14)(a) of Part A of the Government Grant) and "the Yellow Hatched Black Hatched Green Area" (defined in Special Condition No.(14)(a) of Part A of the Government Grant).

"Insurance Applicable Areas" means the Common Areas and Facilities, Slope Structures and the Off-site Areas (until possession of which is delivered to the Government)."

Clause 5.1

"Management expenses" Management expenses shall be the expenses, costs and charges (including (without limitation) the items set forth in Part C of Schedule 5 but excluding any Government Accommodation Maintenance Expenses) necessarily and reasonably incurred in the management of the Development and the Land under this Deed."

Paragraph 1(n) of Schedule 4 (Owners' Covenants)

"(n) No Owner shall do or permit or suffer to be done any act or thing whereby any insurance on the Development, Land or Insurance Applicable Areas may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this covenant by any Owner, in addition to any other liability incurred thereby, such Owner shall be liable for the amount of any increase in premium caused by or on account of such breach."

Paragraph 17 of Part C of Schedule 5 (Items of Management Expenses)

"All expenses in relation to the Off-site Areas (until possession of which is delivered to the Government) under the Government Grant."

Paragraph 2(a) of Schedule 6 (Manager's Powers)

"Insurance"

- (a) To insure and keep insured the Insurance Applicable Areas and all parts thereof as comprehensively as reasonably

possible and in particular to the full new reinstatement value against loss or damage by fire or other perils (unless otherwise directed by the Owners' Corporation), and to effect insurances against occupiers' liability, public liability and employer's liability in respect of the Manager's employees employed within or exclusively in connection with the management of the Development, workmen compensation with some reputable insurance company(ies) in the name of the Manager for and on behalf of the Owners for the time being of the Land and in the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force."

Paragraph 4 of Schedule 6 (Manager's Powers)

"Prevention of Erosion"

To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government property or any drains, waterways, watercourses, water mains, roads, footpaths, street furniture, sewers, nullahs, pipes, cables, wires, utility services or other works or installations being in, under, over or adjacent to the Land or the Off-site Areas by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage."

Paragraph 22 of Schedule 6 (Manager's Powers)

"Matters outside boundary"

To carry out and perform, in relation to the Off-site Areas (to the extent that the same has not been re-delivered to the Government in accordance with the Government Grant), all acts, activities and works required by the Government Grant, the law or insurers of insurance taken out in relation thereto, or which are deemed appropriate by the Manager for performing and complying with the provisions of the Government Grant, the law or those insurers in relation to the same."

Deed of Dedication

Not Applicable

C. Yellow Hatched Black Areas and Yellow Hatched Black Hatched Green Area

Land Grant

Special Condition No. (14) in Part A

“(a) The Grantee shall on the date of this Agreement be granted possession of the areas shown coloured yellow hatched black on PLAN I annexed to the Land Grant (hereinafter collectively referred to as “the Yellow Hatched Black Areas”) and the area shown coloured yellow hatched black hatched green on PLAN I annexed to the Land Grant (hereinafter referred to as “the Yellow Hatched Black Hatched Green Area”). The Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them as the Director may at his sole discretion specify or require shall be re-delivered up to the Government on demand by serving on the Grantee not less than one calendar month’s prior written notice to that effect and in any event shall be deemed to have been re-delivered up to the Government by the Grantee on such date or dates as may be specified in a notice or notices from the Director demanding for the re-delivery of possession of the Yellow Hatched Black Areas or the Yellow Hatched Black Hatched Green Area or any part or parts of any of them, provided always that the Government shall not be obliged to demand the re-delivery of possession of the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them but may do so as and when it sees fit.

(b) (i) The Grantee acknowledges that as at the date of this Agreement, there are some structures existing within the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area (hereinafter collectively referred to as “the Yellow Hatched Black Areas Structures”).

(ii) The Grantee shall, as and when required by the Director, at the Grantee’s own expense fence the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area and erect light poles, drop gates or such other structures within the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area at such location as the Director at his sole discretion may require.

(iii) The Grantee shall, while he is in possession of the

Yellow Hatched Black Areas or the Yellow Hatched Black Hatched Green Area or any part or parts of any of them, at his own expense clean, uphold, manage, maintain and repair the Yellow Hatched Black Areas, the Yellow Hatched Black Hatched Green Area and any part or parts of any of them in his possession, the Yellow Hatched Black Areas Structures and all structures erected thereon under sub-clause (b)(ii) of this Special Condition in good and substantial repair and condition and in all respects to the satisfaction of the Director until such time as possession of the whole of the Yellow Hatched Black Areas and Yellow Hatched Black Hatched Green Area has been re-delivered up to the Government in accordance with sub-clause (a) of this Special Condition. If the Grantee has delivered up possession of a part or parts of the Yellow Hatched Black Areas, or the Yellow Hatched Black Hatched Green Area in accordance with sub-clause (a) of this Special Condition, the obligations of the Grantee under this sub-clause (b)(iii) shall be construed as applying to the remaining part or parts of the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area in respect of which the possession has not been delivered up to the Government pursuant to sub-clause (a) of this Special Condition. The Grantee shall not place or permit or suffer to be placed any debris, object or material of whatever nature within the Yellow Hatched Black Areas or the Yellow Hatched Black Hatched Green Area or any part or parts of any of them and shall keep the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area free from such debris, object or material.

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

(d) The Grantee shall not without the prior written consent of the Director use the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them 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 sub-clause (b) of this Special Condition and Special Condition

No. (18)(d) in this Part A.

(e) The Grantee shall at all reasonable times while he is in possession of the Yellow Hatched Black Areas or the Yellow Hatched Black Hatched Green Area or any part or parts thereof:

(i) permit the Government, the Director, their officers, contractors, agents, workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and Special Condition No. (18)(d) in this Part A and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Yellow Hatched Black Areas or the Yellow Hatched Black Hatched Green Area or any part or parts of any of them;

(ii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them as the Government or the relevant public utility companies authorized by the Government may require for the purpose of any works to be carried out in, upon or under the Yellow Hatched Black Areas or the Yellow Hatched Black Hatched Green Area or any part or parts of any of them, including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Grantee shall co-operate fully with the Government and also

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with the relevant public utility companies authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them; and

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them 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 waterworks installations within the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part or parts of any of them.
- (f) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (b) of this Special Condition; or the exercise or non-exercise by the Government, the Director, their officers, contractors, agents, workmen, the officers of the Water Authority or the relevant public utility companies authorized by the Government or any other persons authorized under sub-clause (e) of this Special Condition of the rights conferred thereunder, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (g) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (b) of this Special Condition; or the exercise or non-exercise by the Government, the Director, their officers, contractors, agents, workmen, the officers of the Water Authority or the relevant public utility

companies authorized by the Government or any other persons authorized under sub-clause (e) of this Special Condition of the rights conferred thereunder."

Special Condition No. (16) in Part A

"No tree growing on the lot or adjacent thereto including the Yellow Hatched Black Areas 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."

Special Condition No. (18) in Part A

- "(a) The Grantee acknowledges that as at the date of this Agreement, there is an existing storm water drain (hereinafter referred to as "the Existing Storm Water Drain") within those portions of the lot shown coloured pink hatched black and pink hatched black hatched green on PLAN I annexed to the Land Grant and the Green Areas at the approximate location and along the alignment as shown for identification purpose only by a blue line on PLAN I annexed to the Land Grant. Except as provided in sub-clauses (d) and (e) of this Special Condition, the Grantee shall not interfere with, obstruct, remove or relocate or permit or suffer to be interfered with, obstructed, removed or relocated the Existing Storm Water Drain or any part or parts thereof.
- (b) Without prejudice to Special Condition No. (3)(a) in this Part A and General Condition No. 2 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Storm Water Drain, and no objection or claim whatsoever shall be made or raised against the Government by the Grantee in respect of or on account of the same.
- (c) Except with the prior written approval of the Director of Drainage Services and subject to such terms and conditions as he may impose:
 - (i) no building, structure or support for any building or structure (except the Pedestrian Passageway (as defined in Special Condition No. (12)(a) in Part C), boundary walls and fences) shall be erected, constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink

hatched black hatched green on PLAN I annexed to the Land Grant and the Yellow Hatched Black Hatched Green Area and marked "7m D.R." on PLAN I annexed to the Land Grant (hereinafter collectively referred to as "the Drainage Reserve Area"), and no material or object of whatever nature shall be placed or stored within the Drainage Reserve Area; and

- (ii) no tree shall be planted and no site formation works shall be carried out within the Drainage Reserve Area, and for the purposes of these Conditions, "site formation works" shall be as defined in the Buildings Ordinance.
- (d) Without prejudice to Special Conditions Nos. (28) and (29) both in this Part A, the Grantee may, upon obtaining the prior written approval of the Director of Drainage Services under sub-clause (e) of this Special Condition, at the Grantee's own expense and in all respects to the satisfaction of the Director of Drainage Services, carry out works to remove or abandon the entire section of the Existing Storm Water Drain or divert the entire section of the Existing Storm Water Drain to such location or locations outside the lot, with such materials and to such standard, specification and design as the Director of Drainage Services may approve or require (the works to remove, abandon or divert the entire section of the Existing Storm Water Drain are hereinafter collectively referred to as "the Diversion Works"), provided always that the Grantee must carry out the Diversion Works in accordance with the proposal as approved by the Director of Drainage Services under sub-clause (e) of this Special Condition and in good and workmanlike manner in all respects to the satisfaction of the Director of Drainage Services.
- (e) Prior to commencement of the Diversion Works, the Grantee shall at his own expense submit or cause to be submitted to the Director of Drainage Services for his approval in writing a proposal for the Diversion Works. The Grantee shall not carry out the Diversion Works until the Director of Drainage Services shall have given his written approval to the proposal.
- (f) Upon completion of the Diversion Works, the Grantee shall at his own expense maintain all drains (including but not limited to storm water drains), catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Diversion Works (hereinafter

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collectively referred to as “the Diverted Storm Water Drain”) in good and substantial repair and condition and in all respects to the satisfaction of the Director of Drainage Services until the Diverted Storm Water Drain shall be handed over by the Grantee to the Government in accordance with sub-clause (g) of this Special Condition.

- (g) The Diverted Storm Water Drain shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted Storm Water Drain shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (h) In the event that the entire section of the Existing Storm Water Drain is completely removed or diverted from the lot or abandoned in all respects to the satisfaction of the Director of Drainage Services, the Drainage Reserve Area shall cease to exist and thereupon the rights and obligations of the Grantee under this Special Condition shall absolutely cease and determine.
- (i) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clause (f) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum or sums equal to the cost thereof, such sum or sums to be determined by the Director whose determination shall be final and binding on the Grantee.
- (j) The Grantee shall at all times throughout the term of the Land Grant permit the Government, the Director of Drainage Services, their officers, contractors, agents and workmen and any persons authorized by the Director of Drainage Services with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part thereof, the Drainage Reserve Area, the Yellow Hatched Black Areas and the Green Areas for the purposes of:
 - (i) inspecting, operating, maintaining and repairing the Existing Storm Water Drain prior to the completion of the Diversion Works;
 - (ii) inspecting, checking and supervising the Diversion Works and any works to be carried out in accordance with sub-clauses (d) and (f) of this Special Condition;

- (iii) carrying out, inspecting, checking and supervising the works under sub-clause (i) of this Special Condition; and
 - (iv) inspecting, operating, maintaining, repairing, renewing, demolishing, removing and replacing the Diverted Storm Water Drain after the handover of the Diverted Storm Water Drain to the Government in accordance with sub-clause (g) of this Special Condition and to carry out any other works which the Director of Drainage Services may consider necessary to the Diverted Storm Water Drain.
- (k) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the existence or use of the Existing Storm Water Drain, the Diversion Works carried out by the Grantee, the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (d), (e) and (f) of this Special Condition, the exercise or non-exercise by the Government of the rights conferred under sub-clause (i) of this Special Condition or the exercise or non-exercise by the Government, the Director of Drainage Services, their officers, contactors, agents, workmen or any persons authorized by the Director of Drainage Services of the rights conferred under sub-clause (j) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
 - (l) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the existence or use of the Existing Storm Water Drain, the Diversion Works carried out by the Grantee, the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (d), (e) and (f) of this Special Condition, the exercise or non-exercise by the Government of the rights conferred under sub-clause (i) of this Special Condition or the exercise or non-exercise by the Government, the Director of Drainage Services, their officers, contactors, agents, workmen or any persons authorized by the Director of Drainage Services of the rights conferred under sub-clause (j) of this Special Condition.”

Special Condition No. (28) in Part A

“The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter collectively referred to as “the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain (including the Existing Storm Water Drain and the Diverted Storm Water Drain, if any), waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Green Areas, the Yellow Area, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part of any one or more of them (hereinafter collectively referred to as “the Services”). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Areas, the Yellow Area, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part of any one or more of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain (including the Existing Storm Water Drain and the Diverted Storm Water Drain, if any) or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Areas, the Yellow Area, the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area or any part of any one or more of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.”

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Deed of Mutual Covenant

See provisions in "Yellow Area".

Deed of Dedication

Not Applicable

D. Pedestrian Passageway

Land Grant

Special Condition No. (12) in Part C

- "(a) Subject to Special Condition No. (3) in this Part C, the Grantee shall on or before the 31st day of December 2029, at his own expense and in all respects to the satisfaction of the Director, landscape, lay, form, construct and surface a walkway with lighting fittings on and along the areas shown coloured pink hatched black and pink hatched black hatched green on PLAN I annexed to the Land Grant (hereinafter collectively referred to as "the Pedestrian Passageway") in such manner, with such materials and to such standard, levels, and designs as the Director shall approve or require.
- (b) Upon completion of the construction of the Pedestrian Passageway in accordance with sub-clause (a) of this Special Condition, the Grantee shall throughout the term of the Land Grant at all times during the day and night and in accordance with any requirements which the Director may impose, permit all members of the public for all lawful purposes freely and free of charge to pass and repass on foot or by wheelchair on, along, to, from, by and through the Pedestrian Passageway.
- (c) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Passageway or any part or parts thereof to the public for the right of passage.
- (d) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under

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

- (e) Except as provided in sub-clause (a) of this Special Condition, the Grantee shall not place or allow or suffer to be placed on or within the Pedestrian Passageway or any part thereof any merchandise, goods, stores, carts or any other articles of any nature whatsoever without the prior written approval of the Director. In the event of any such merchandise, goods, stores, carts or any other articles being placed on or within the Pedestrian Passageway without the prior written approval of the Director, then and without prejudice to any other rights which the Government may have under these Conditions, it shall be lawful for the Government, the Director or other person or persons deputed to act on behalf of the Government to make arrangements for the immediate removal of such merchandise, goods, stores, carts or other articles from the Pedestrian Passageway to such other place and by such means as the Government, the Director or other person or persons deputed to act on behalf of the Government shall deem appropriate and the Grantee shall on demand pay to the Government all costs and expenses thereof incurred by the Government as certified by the Director.
- (f) Upon completion of the construction of the Pedestrian Passageway in accordance with sub-clause (a) of this Special Condition, the Grantee shall throughout the term of the Land Grant, at his own expense and in all respects to the satisfaction of the Director, maintain and manage the Pedestrian Passageway in a good, clean and tidy condition and keep the Pedestrian Passageway in good repair and well lit (as to which the decision of the Director shall be final and binding on the Grantee), and in the event of the Pedestrian Passageway not being so maintained or not being kept in good repair or not being well lit, it shall be lawful for the Government, the Director or other person or persons deputed to act on behalf of the Government to make arrangements for the maintenance, repair and lighting of the Pedestrian Passageway and the Grantee shall on demand pay to the Government the cost and expenses thereof as certified by the Director.

- (g) The Grantee shall at all times throughout the term of the Land Grant permit the Government, the Director or other person or persons deputed to act on behalf of the Government with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot (including but not limited to the Pedestrian Passageway) and the Green Areas or any part of them for the purposes of inspecting, checking and supervising any works to be carried out in accordance with sub-clauses (a), (e) and (f) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clauses (e) and (f) of this Special Condition or any other works which the Director may consider necessary in the Pedestrian Passageway or any part or parts thereof.
- (h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever or howsoever caused to or suffered by the Grantee or any other persons arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (e), (f) and (g) of this Special Condition or the exercise or non-exercise by the Government, the Director or other person or persons deputed to act on behalf of the Government of the rights conferred under sub-clauses (e), (f) and (g) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (e), (f) and (g) of this Special Condition or the exercise or non-exercise by the Government, the Director or other person or persons deputed to act on behalf of the Government of the rights conferred under sub-clauses (e), (f) and (g) of this Special Condition.
- (j) Without prejudice to the rights of the Government against the Grantee under this Special Condition, the DMC (as defined in Special Condition No. (27)(a)(i) in this Part C) shall contain provisions to the following effect:

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- (i) only the owner(s) of the building or buildings erected or to be erected on the lot, or any part or parts thereof, for non-industrial (excluding private residential, the Government Accommodation (as defined in Special Condition No. (13)(a) in this Part C), godown, hotel and petrol filling station) purposes shall be:
- (l) responsible for the maintenance and management charges for the Pedestrian Passageway; and
- (ll) liable for all the costs and expenses payable by the Grantee to the Government under sub-clauses (e) and (f) of this Special Condition; and
- (ii) neither F.S.I. (as defined in Special Condition No. (20) (a) in this Part C) as owner of the Government Accommodation (as defined in Special Condition No. (13)(a) in this Part C), nor any owner of the building or buildings, or any part or parts thereof, for private residential purposes shall be liable to pay or contribute towards:
 - (l) any management and maintenance charges for the Pedestrian Passageway; and
 - (ll) the costs and expenses payable by the Grantee to the Government under sub-clauses (e) and (f) of this Special Condition."

Special Condition No. (18) in Part A

"(a) The Grantee acknowledges that as at the date of this Agreement, there is an existing storm water drain (hereinafter referred to as "the Existing Storm Water Drain") within those portions of the lot shown coloured pink hatched black and pink hatched black hatched green on PLAN I annexed to the Land Grant and the Green Areas at the approximate location and along the alignment as shown for identification purpose only by a blue line on PLAN I annexed to the Land Grant. Except as provided in sub-clauses (d) and (e) of this Special Condition, the Grantee shall not interfere with, obstruct, remove or relocate or permit or suffer to be interfered with, obstructed, removed or relocated the Existing Storm Water Drain or any part or parts thereof.

(b) Without prejudice to Special Condition No. (3)(a) in this

Part A and General Condition No. 2 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Storm Water Drain, and no objection or claim whatsoever shall be made or raised against the Government by the Grantee in respect of or on account of the same.

(c) Except with the prior written approval of the Director of Drainage Services and subject to such terms and conditions as he may impose:

- (i) no building, structure or support for any building or structure (except the Pedestrian Passageway (as defined in Special Condition No. (12)(a) in Part C), boundary walls and fences) shall be erected, constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched black hatched green on PLAN I annexed to the Land Grant and the Yellow Hatched Black Hatched Green Area and marked "7m D.R." on PLAN I annexed to the Land Grant (hereinafter collectively referred to as "the Drainage Reserve Area"), and no material or object of whatever nature shall be placed or stored within the Drainage Reserve Area; and
- (ii) no tree shall be planted and no site formation works shall be carried out within the Drainage Reserve Area, and for the purposes of these Conditions, "site formation works" shall be as defined in the Buildings Ordinance.

(d) Without prejudice to Special Conditions Nos. (28) and (29) both in this Part A, the Grantee may, upon obtaining the prior written approval of the Director of Drainage Services under sub-clause (e) of this Special Condition, at the Grantee's own expense and in all respects to the satisfaction of the Director of Drainage Services, carry out works to remove or abandon the entire section of the Existing Storm Water Drain or divert the entire section of the Existing Storm Water Drain to such location or locations outside the lot, with such materials and to such standard, specification and design as the Director of Drainage Services may approve or require (the works to remove, abandon or divert the entire section of the Existing Storm Water Drain are hereinafter collectively referred to as "the Diversion Works"), provided always that the Grantee must carry out the Diversion Works in accordance with the

proposal as approved by the Director of Drainage Services under sub-clause (e) of this Special Condition and in good and workmanlike manner in all respects to the satisfaction of the Director of Drainage Services.

- (e) Prior to commencement of the Diversion Works, the Grantee shall at his own expense submit or cause to be submitted to the Director of Drainage Services for his approval in writing a proposal for the Diversion Works. The Grantee shall not carry out the Diversion Works until the Director of Drainage Services shall have given his written approval to the proposal.
- (f) Upon completion of the Diversion Works, the Grantee shall at his own expense maintain all drains (including but not limited to storm water drains), catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Diversion Works (hereinafter collectively referred to as "the Diverted Storm Water Drain") in good and substantial repair and condition and in all respects to the satisfaction of the Director of Drainage Services until the Diverted Storm Water Drain shall be handed over by the Grantee to the Government in accordance with sub-clause (g) of this Special Condition.
- (g) The Diverted Storm Water Drain shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted Storm Water Drain shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (h) In the event that the entire section of the Existing Storm Water Drain is completely removed or diverted from the lot or abandoned in all respects to the satisfaction of the Director of Drainage Services, the Drainage Reserve Area shall cease to exist and thereupon the rights and obligations of the Grantee under this Special Condition shall absolutely cease and determine.
- (i) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clause (f) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum or sums equal to the cost thereof, such sum or sums to be determined by the Director whose determination shall be final and binding on the Grantee.

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- (j) The Grantee shall at all times throughout the term of the Land Grant permit the Government, the Director of Drainage Services, their officers, contractors, agents and workmen and any persons authorized by the Director of Drainage Services with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part thereof, the Drainage Reserve Area, the Yellow Hatched Black Areas and the Green Areas for the purposes of:
- (i) inspecting, operating, maintaining and repairing the Existing Storm Water Drain prior to the completion of the Diversion Works;
 - (ii) inspecting, checking and supervising the Diversion Works and any works to be carried out in accordance with sub-clauses (d) and (f) of this Special Condition;
 - (iii) carrying out, inspecting, checking and supervising the works under sub-clause (i) of this Special Condition; and
 - (iv) inspecting, operating, maintaining, repairing, renewing, demolishing, removing and replacing the Diverted Storm Water Drain after the handover of the Diverted Storm Water Drain to the Government in accordance with sub-clause (g) of this Special Condition and to carry out any other works which the Director of Drainage Services may consider necessary to the Diverted Storm Water Drain.
- (k) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the existence or use of the Existing Storm Water Drain, the Diversion Works carried out by the Grantee, the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (d), (e) and (f) of this Special Condition, the exercise or non-exercise by the Government of the rights conferred under sub-clause (i) of this Special Condition or the exercise or non-exercise by the Government, the Director of Drainage Services, their officers, contractors, agents, workmen or any persons authorized by the Director of Drainage Services of the rights conferred under sub-clause (j) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such

loss, damage, nuisance or disturbance.

- (l) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the existence or use of the Existing Storm Water Drain, the Diversion Works carried out by the Grantee, the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (d), (e) and (f) of this Special Condition, the exercise or non-exercise by the Government of the rights conferred under sub-clause (i) of this Special Condition or the exercise or non-exercise by the Government, the Director of Drainage Services, their officers, contractors, agents, workmen or any persons authorized by the Director of Drainage Services of the rights conferred under sub-clause (j) of this Special Condition."

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

""**Pedestrian Passageway**"" means ""the Pedestrian Passageway"" referred to in Special Condition No.(12)(a) of Part C of the Government Grant which is for identification purpose coloured red hatched black on the Plans or any Subsequent Phase Sub-Deed Plans.

""**Commercial Accommodation**"" means the non-domestic unit in the Development which is for identification purpose coloured red and red hatched black on the Plans (collectively the ""**Specified Areas**"" in this definition) to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which said expression shall include:

...

- (i) the Pedestrian Passageway; and

..."

Paragraph 11 of Schedule 8 (Green and Innovative Features and Other Features)

"Pedestrian Walkway

- (a) only the Owner(s) of the building or buildings erected or to be erected on the Land, or any part or parts thereof, for non-industrial (excluding private residential, the Government Accommodation, godown, hotel and petrol filling station) purposes shall be:

- (i) responsible for the maintenance and management charges for the Pedestrian Passageway; and
- (ii) liable for all the costs and expenses payable by the Grantee (as defined in the Government Grant) to the Government under Special Condition No.(12)(e) and Special Condition No.(12)(f) of Part C of the Government Grant; and

- (b) neither FSI as Owner of the Government Accommodation, nor any Owner of the building or buildings, or any part or parts thereof, for private residential purposes shall be liable to pay or contribute towards:

- (i) any management and maintenance charges for the Pedestrian Passageway; and
- (ii) the costs and expenses payable by the Grantee (defined in the Government Grant) to the Government under Special Condition No.(12)(e) and Special Condition No.(12)(f) of Part C of the Government Grant."

Deed of Dedication

Not Applicable

E. Government Accommodation

Land Grant

Special Condition No. (12) in Part C

- "(j) Without prejudice to the rights of the Government against the Grantee under this Special Condition, the DMC (as defined in Special Condition No. (27)(a)(i) in this Part C) shall contain provisions to the following effect:

- (i) only the owner(s) of the building or buildings erected or to be erected on the lot, or any part or parts thereof, for non-industrial (excluding private residential, the Government Accommodation (as defined in Special Condition No. (13)(a) in this Part

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C), godown, hotel and petrol filling station) purposes shall be:

- (I) responsible for the maintenance and management charges for the Pedestrian Passageway; and
 - (II) liable for all the costs and expenses payable by the Grantee to the Government under sub-clauses (e) and (f) of this Special Condition; and
- (ii) neither F.S.I. (as defined in Special Condition No. (20) (a) in this Part C) as owner of the Government Accommodation (as defined in Special Condition No. (13)(a) in this Part C), nor any owner of the building or buildings, or any part or parts thereof, for private residential purposes shall be liable to pay or contribute towards:
- (I) any management and maintenance charges for the Pedestrian Passageway; and
 - (II) the costs and expenses payable by the Grantee to the Government under sub-clauses (e) and (f) of this Special Condition."

Special Condition No. (13) in Part C

"(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed to the Land Grant (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No. (14)(a) in this Part C, the following accommodation:

- (i) (I) one residential care home for the elderly as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation with a net operational floor area of not less than 1,353.5 square metres; and
- (II) one space measuring 3 metres in width and 8 metres in length with minimum headroom of 3.3 metres for the exclusive use of the residential care home for the elderly referred to in sub-clause (a)(i)(I) of this Special Condition for the

parking of private light buses licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance"), in connection with the operation of the residential care home for the elderly referred to in sub-clause (a)(i)(I) of this Special Condition and their bona fide guests, visitors or invitees

(hereinafter collectively referred to as "the Residential Care Home for the Elderly") to be completed and made fit for occupation and operation on or before the 31st day of December 2029;

- (ii) (I) one day care centre for the elderly with a net operational floor area of not less than 358.2 square metres; and
- (II) three spaces each measuring 3 metres in width and 8 metres in length with minimum headroom of 3.3 metres for the exclusive use of the day care centre for the elderly referred to in sub-clause (a)(ii)(I) of this Special Condition for the parking of private light buses licensed under the Road Traffic Ordinance, in connection with the operation of the day care centre for the elderly referred to in sub-clause (a)(ii)(I) of this Special Condition and their bona fide guests, visitors or invitees

(hereinafter collectively referred to as "the Day Care Centre for the Elderly") to be completed and made fit for occupation and operation on or before the 31st day of December 2029;

- (iii) one neighbourhood elderly centre with a net operational floor area of not less than 302.8 square metres (hereinafter referred to as "the Neighbourhood Elderly Centre") to be completed and made fit for occupation and operation on or before the 31st day of December 2029; and
- (iv) one lay-by measuring 3 metres in width and 9 metres in length with minimum headroom of 3.8 metres for picking up and setting down of passengers from motor vehicles including taxis, ambulances and private light buses for the joint use by and in connection with the operation of the Residential

Care Home for the Elderly and the Day Care Centre for the Elderly (hereinafter referred to as "the Lay-by") and to be completed and made fit for occupation and operation on or before the 31st day of December 2029

(which accommodation referred to in this sub-clause (a) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be final and binding on the Grantee) are hereinafter collectively referred to as "the Government Accommodation"). For the purposes of these Conditions, "private light bus", "motor vehicle" and "taxi" shall be as defined in the Road Traffic Ordinance.

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

Special Condition No. (14) in Part C

- "(a) (i) The Grantee shall submit or cause to be submitted to the Director for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the Government Accommodation and any other details as the Director may require.
- (ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.
- (iii) The plans of the Government Accommodation approved under sub-clause (a)(i) of this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director under sub-clause (a)(ii) of this Special Condition.
- (b) No building works (other than site formation works, the Demolition Works and the Diversion Works) shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition."

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Special Condition No. (15) in Part C

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

Special Condition No. (22) in Part C

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

Special Condition No. (23) in Part C

- “(a) Without prejudice to Special Condition No. (24) in this Part C, the Grantee shall, at all times until expiry of the Defects Liability Period (as defined in Special Condition No. (24)(a) (ii) in this Part C), at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
- (b) For the purpose of this Special Condition, the expression “Grantee” shall exclude his assigns but shall include the assignee under Special Condition No. (20) in Part A.”

Special Condition No. (24) in Part C

- “(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor:
- (i) which may exist at the respective dates of delivery of possession by the Grantee of the Residential Care Home for the Elderly, the Day Care Centre for the Elderly, the Neighbourhood Elderly Centre and the Lay-by, or such part thereof, together with any other areas, facilities, services and installations exclusive thereto; and
- (ii) which shall occur or become apparent within a period of 365 days after the respective dates of delivery of possession by the Grantee of the Residential Care Home for the Elderly, the Day Care Centre for the Elderly, the Neighbourhood Elderly Centre and the Lay-by, or such part thereof, together with any other areas, facilities, services and installations exclusive thereto (hereinafter referred to as “Defects Liability Period”).
- (b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any

other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the respective dates of delivery of possession thereof by the Grantee.

- (c) The Director or F.S.I. or both will, shortly before the expiry of each and every Defects Liability Period, cause an inspection to be carried out in respect of the relevant part of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 days after the expiry of each of and every Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) which may be evident in the relevant part of the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.
- (d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding on the Grantee) together with a sum equivalent to 20 % of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee provided that the Government or F.S.I. or both shall be entitled to deduct from the Security Money (as defined in sub-clause (e) of this Special Condition) the costs, charges and fees due and owing by the Grantee to the Government or F.S.I. or both under this sub-clause (d) and in the event of the Security Money (as defined in sub-clause (e) of this Special Condition) being insufficient to cover all costs, charges and fees due and owing by the Grantee the deficit shall be paid by the Grantee on demand.

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(e) The Grantee shall contemporaneously with the assignment of the Government Accommodation or any part thereof as provided for in Special Condition No. (20) in this Part C, deposit with the Government a sum of HK\$10,810,000.00 (hereinafter referred to as "the Security Money"). Subject to the proviso to sub-clause (d) of this Special Condition, the Security Money shall become due to the Grantee upon the expiry of each and every such Defects Liability Period as relating to the Residential Care Home for the Elderly, the Day Care Centre for the Elderly, the Neighbourhood Elderly Centre and the Lay-by of the Government Accommodation or any part thereof and the building services installations therefor and the Grantee having satisfactorily carried out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works (whether in respect of workmanship, material, design or otherwise) as are required by the Director or F.S.I. or both (it being expressly declared and agreed that no interest in respect of such Security Money or any part thereof will be payable).

(f) For the purpose of this Special Condition, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No. (20) in Part A."

Special Condition No. (25) in Part C

"The Grantee shall, at his own expense and as soon as practicable but no later than 8 weeks from the respective dates of delivery of possession by the Grantee of the Residential Care Home for the Elderly, the Day Care Centre for the Elderly, the Neighbourhood Elderly Centre and the Lay-by of the Government Accommodation or any part thereof, together with any other areas, facilities, services and installations exclusive thereto, provide to the Director all documents, drawings and materials relating thereto in accordance with the requirement of the Technical Schedule."

Special Condition No. (26) in Part C

"(a) The Grantee shall throughout the term of the Land Grant at his own expense but subject to any contribution by F.S.I. referred to in Special Condition No. (27)(a)(ii)(I) in this Part C and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):

- (i) the external finishes of the Government Accommodation and the structure of all walls,

columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

- (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
- (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and
- (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

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

(c) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.."

Special Condition No. (37) in Part C

"The Grantee shall not use or employ any mechanical parking system in providing the parking spaces under Special Conditions Nos. (13), (30), (31) and (36) all in this Part C. No spaces under Special Conditions Nos. (13), (30), (31) and (36) all in this Part C shall be provided by way of any form or type of mechanical parking system. For the purpose of this Special Condition, the decision of the Director as to what constitute a mechanical parking system shall be final and binding on the Grantee."

Special Condition No. (39) in Part C

"(a) The Grantee shall at his own expense deposit with the

Director and submit to the C for T a plan or plans approved by the C for T (including the Approved PVP Layout Plan) indicating the layout of all the parking, loading and unloading spaces and lay-bys to be provided within the lot in accordance with Special Conditions Nos. (13)(a)(i)(II), (13)(a)(ii)(II) and (13)(a)(iv) all in this Part C, Special Conditions Nos. (30) and (31) both in this Part C (as may be respectively varied under Special Condition No. (32) in this Part C) and Special Condition No. (36) in this Part C and the spaces which are the subject of the Parking Information (as defined in Special Condition No. (40)(a)(i) in this Part C) to be designated within the lot in accordance with Special Condition No. (40)(a)(i) in this Part C, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance) (hereinafter referred to as "the Car Park Layout Plans"). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.

(b) (b) Subject to Special Condition No. (13)(b) in this Part C, the parking, loading and unloading spaces and lay-bys indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (13)(a)(i)(II), (13)(a)(ii)(II), (13)(a)(iv), (30), (31) and (36) all in this Part C. The Grantee shall maintain all parking, loading and unloading spaces, lay-bys and other areas, including but not limited to the lifts, landings and manoeuvring and circulation areas, indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.

(c) Except for the spaces indicated on the Car Park Layout Plans, no part of the lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles and picking up and setting down of passengers from motor vehicles set out respectively in Special Conditions Nos. (13)(a)(i)(II), (13)(a)(ii)(II), (13)(a)(iv), (30), (31) and (36) all in this Part C."

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

"FSI" means The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of The Financial Secretary Incorporation Ordinance Cap.1015 of the Laws of Hong Kong and the expression "FSI" shall mean FSI in its capacity as the Owner of the Government Accommodation and if the context

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so permits the successors and assigns of FSI as Owner of the Government Accommodation.

"Government Accommodation" means:-

- (a) one residential care home for the elderly as defined in the Residential Care Homes (Elderly Persons) Ordinance, Cap.459 of the Laws of Hong Kong, any regulations made thereunder and any amending legislation (the "RCHE");
- (b) one space for the parking of private light buses licensed under the Road Traffic Ordinance, Cap.374 of the Laws of Hong Kong, any regulations made thereunder and any amending legislation in connection with the operation of the RCHE and their bona fide guests, visitors or invitees;
- (c) one day care centre for the elderly (the "DCCE");
- (d) three spaces for the parking of private light buses licensed under the Road Traffic Ordinance, Cap.374 of the Laws of Hong Kong, any regulations made thereunder and any amending legislation in connection with the operation of the DCCE and their bona fide guests, visitors or invitees;
- (e) one neighbourhood elderly centre; and
- (f) one lay-by for picking up and setting down of passengers from motor vehicles (including taxis, ambulances and private light buses) for the joint use by and in connection with the operation of the RCHE and the DCCE

erected, constructed and provided pursuant to Special Condition No.(13)(a) of Part C of the Government Grant, which is for identification purpose only shown coloured grey on the Subsequent Phase Sub-Deed Plans of the Subsequent Phase Sub-Deed of Phase 7 of the Development, together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may at his absolute discretion determine (whose determination shall be conclusive and binding on the Owners).

"Government Accommodation Maintenance Expenses" means all costs expended by the Manager under Clause 4.17 in carrying out such maintenance of, at the request of the Owner of the Government Accommodation, the services, facilities and installations exclusively serving the Government Accommodation.

"GPA" means the Government Property Administrator, Government Property Agency of 9/F, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong; and shall include his successors-in-title and any other officer or department of the Government or any Government or administrative authorities holding or bearing whatsoever title or office who or which may at any time and from time to time take up and/or replace and/or assume and/or exercise, in whole or in part, any function or role of the Government Property Administrator;

"Items" means the Items referred to in Special Condition No.(26)(a) of Part C of the Government Grant, namely:

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

"management expenses" means management expenses more particularly described in Clause 5.1 but excluding the Government Accommodation Maintenance Expenses."

Clause 4.16

"Limitation of Manager's powers vis-à-vis FSI"

Notwithstanding any provisions herein contained:

- 4.16.1 the exercise of the Manager's powers and performance of the Manager's duties under this Deed shall be subject

to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI under this Deed and the Government Grant;

- 4.16.2 the Manager shall not represent FSI or GPA in any dealings with the Government; and

- 4.16.3 any consent that the Owner of the Government Accommodation is required under this Deed to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge."

Clause 4.17

"Maintenance of Government Accommodation"

The Owner of the Government Accommodation shall manage and maintain the Government Accommodation. Notwithstanding the aforesaid, upon the request of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations exclusively serving the Government Accommodation and will be reimbursed with the costs expended in carrying out such maintenance on the condition that the Manager shall not carry out such maintenance until the Manager has:

- 4.17.1 submitted an estimate of the costs (together with supporting documents and any other relevant information considered necessary by the Owner of the Government Accommodation); and
- 4.17.2 the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance works to be carried out."

Clause 4.18

"Items"

The Manager shall manage and maintain the Items. The Owners (excluding the Owner of the Government Accommodation) shall indemnify and keep indemnified FSI and the Government from and against all liabilities, damages, losses, expenses, claims, costs, demands, charges, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the failure of the Owners (excluding the Owner of the Government Accommodation) and the Manager to manage and maintain the Items."

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Clause 5.1

"Management expenses"

Management expenses shall be the expenses, costs and charges (including (without limitation) the items set forth in Part C of Schedule 5 but excluding any Government Accommodation Maintenance Expenses) necessarily and reasonably incurred in the management of the Development and the Land under this Deed."

Clause 8.7

Capital expenditure reimbursement regarding Government Accommodation

Notwithstanding any provisions herein contained, where FSI is liable for the payment of management and maintenance charges and reimbursement in respect of expenditure of a capital nature ("the charges"), the charges shall be:

- 8.7.1 determined by GPA or person nominated by the Director of Lands for this purpose in respect of the areas, facilities and services and the Items which actually serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupier thereof, his servants, contractors, agents or visitors, but which liability shall not exceed the proportion that the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Development;
- 8.7.2 first approved in writing by GPA or person nominated by the Director of Lands for this purpose before liability for payment thereof is incurred; and
- 8.7.3 payable from the date of the assignment or the date of taking over of the Government Accommodation, whichever is the earlier."

Clause 8.8

"Exemption of FSI"

Notwithstanding any provisions herein contained, FSI as Owner of the Government Accommodation shall not be liable for any payment of:-

8.8.1 Security Deposit;

8.8.2 Special Fund (including any capital equipment fund) except for the reimbursement of capital expenditure referred to in Clause 8.7;

8.8.3 insurance premium;

8.8.4 Debris Removal Charge;

8.8.5 interest and penalty charges on late or default in payment of management and maintenance charges;

8.8.6 decoration deposit as referred to in paragraph 20 of Schedule 6;

8.8.7 Common Utilities Deposits;

8.8.8 Initial Special Fund Contribution;

8.8.9 Advance Payment;

or payment of a like nature."

Clause 9.3

"Provisions applicable to meeting of Owners"

- 9.3.11 Save as otherwise herein provided any resolution on any matter concerning the Development passed by a simple majority of votes at a duly convened meeting by the Owners present in person or by proxy and voting shall be binding on all the Owners PROVIDED THAT :-

...

- (d) no resolution of the Owners' meeting shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof."

Clause 10.2

"Meetings of Owners' Committee"

- 10.2.9 A resolution put to the vote of the meeting shall be decided on a show of hands only. Any resolutions passed by a simple majority of votes at such meeting shall be binding on all the Owners PROVIDED THAT: (a)

no resolution shall be valid to the extent that it purports to alter or amend the provisions of or is otherwise contrary to this Deed; and (b) no resolution of the Owners' Committee shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof.

- 10.2.10 Whether or not FSI is a member of the Owners' Committee, FSI as the Owner of the Government Accommodation shall have the right to attend the meetings of the Owners' Committee and all notices, agendas and minutes of the meetings of the Owners' Committee shall be sent to FSI free of charge by prepaid post or delivered by hand to GPA, Government Property Agency, 9/F, South Tower, West Kowloon Government Offices, No.11 Hoi Ting Road, Yau Ma Tei, Kowloon, Hong Kong or such other person and address nominated by FSI in writing."

Clause 10.8

"The right of the Owner of the Government Accommodation to attend meetings"

The Owner of the Government Accommodation shall have the right to attend meetings of the Owners' Committee and all notices, agendas and minutes of the meetings of the Owners' Committee shall be sent to FSI free of charge in the manner provided in Clause 8.9."

Clause 11.3

"No conversion of Common Areas and Facilities"

- 11.3.2 No Owner (including the First Owner) shall have the right to convert or designate any of his own areas as Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under this Deed has been obtained Provided That the right to designate any part of the Development to be Common Areas and Facilities shall not affect the proper use and enjoyment of the Government Accommodation. No Owner (including the First Owner) and no Manager shall have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit."

Paragraph 1 of Part A of Schedule 2 (Rights of Owners)

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"The Owner of each Undivided Share together with the full and exclusive right to hold, use, occupy and enjoy any part of the Development shall have the benefit of the following rights and privileges (in common with all persons having the like rights and privileges) SUBJECT TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager, FSI as the Owner of the Government Accommodation and the First Owner as provided in this Deed: -

1. Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants, licensees, bona fide guests, visitors and invitees to go, pass or repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit PROVIDED THAT :-

...

- (c) (v) the Owner of the Government Accommodation and his tenants, licensees and invitees may with or without surveyors, workmen and others and with or without plant, equipment and materials with or without vehicles at all times to pass and repass on, along, over, by and through the Parking Common Areas and Facilities, including, without limitation, the driveways forming part thereof freely and without payment of any nature whatsoever for the purpose of gaining access from or to or maintaining or repair any facilities or Conduits of or serving the Government Accommodation;

..."

Paragraph 4 of Part A of Schedule 2 (Rights of Owners)

"The right for any Owner with or without agents, surveyors, workmen, contractors and others and with or without vehicles, plant, equipment, materials and machinery at all reasonable times after obtaining (except in the case of emergency) the consent of the relevant Owner(s) concerned to enter upon other parts of the Development for the purpose of carrying out any works for the maintenance and repair of his Unit including any Conduits serving the same (such work not being the responsibility of the Manager under this Deed and which cannot practically be carried out without such access) Provided That the Owner exercising the right shall cause as little disturbance as possible, shall be liable for the negligent, wilful or criminal acts of himself, his employees, contractors etc. in respect of such entry and shall forthwith make good any damage caused thereby and Provided

Further That where such a right is exercised against the Government Accommodation the prior approval of the Owner of the Government Accommodation is required (except in emergency) and the Owner exercising the right shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation."

Paragraph 4 of Part B of Schedule 3 (Additional rights for certain Owner(s))

"Notwithstanding any provisions contained in this Deed or any Subsequent Phase Sub-Deed, FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner or occupier of the Government Accommodation shall have the additional rights set out in Part F of this Schedule. Such rights and all other rights, easements and privileges of FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner or occupier of the Government Accommodation under this Deed shall not be subject to any permission, approval, consent or concurrence of any other Owners, the First Owner, the Manager, the Owners' Corporation or any other person."

Paragraph 5 of Part B of Schedule 3 (Additional rights for certain Owner(s))

"Notwithstanding any provisions herein contained:

- (a) the additional rights conferred under paragraphs 1, 2 and 3 of this Part B shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges of FSI under this Deed and the Government Grant;
- (b) no Owner (including the First Owner) shall represent FSI or GPA in any dealings with the Government directly affecting the Government Accommodation, and whether a dealing directly affects the Government Accommodation shall be determined by GPA in its sole discretion; and
- (c) no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation."

Part F of Schedule 3 (Additional Rights of the Owner of the Government Accommodation)

- "1. the right of shelter, support and protection for the Government Accommodation;

2. the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, Conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or hereafter laid on or running through any part of the Land and any part of the Development;
3. the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as the **"Government Accommodation Services"** in this Part) at any time at its absolute discretion without any charge and without having to obtain the approval or consent of the Owners (including the First Owner) or the Manager Provided that proper and adequate care and precaution shall be taken during any such works so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development on the Land other than the Government Accommodation;
4. the right to go, pass and repass over and along and to use any Common Areas and Facilities in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the Land or the Development;
5. the unrestricted right at all reasonable times with or without surveyors, contractors, agents, workmen and any persons authorized by FSI with or without tools, equipment, plant, material, machinery or motor vehicles, to enter upon the Land or any part of the Development for the purposes of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;
6. the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director of Lands;
7. the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural

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elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the free and unrestricted right of access over the Land or any part of the Development with or without servants, contractors, agents, workmen and any persons authorized by FSI and with or without tools, equipment, plant, material, machinery or motor vehicles for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

8. the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
9. the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the same and the related free and unrestricted right of access over the Land or any part of the Development with or without servants, contractors, agents, workmen and any persons authorized by FSI and with or without tools, equipment, plant, material, machinery or motor vehicles; and
10. such other rights, privileges and easements as may be deemed necessary or desirable by the Director of Lands.

Paragraph 7 of Part E of Schedule 5 (Principles in Contribution to Management Expenses)

"Notwithstanding any provisions herein contained:

- (a) unless otherwise provided in this paragraph 7, FSI as Owner of the Government Accommodation shall only be responsible for the maintenance and management of the Government Accommodation but shall not be responsible for the maintenance and management of the Items or the remainder of the Development;
- (b) FSI as Owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of the areas, facilities or services and the Items which directly serve and benefit the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors

Provided That:

- (i) the liability of FSI shall:
 - (A) be as determined by GPA or person nominated by the Director of Lands for this purpose;
 - (B) in any event, not exceed the proportion of the management and maintenance charges which the number of Management Shares of the Government Accommodation bears to the total number of Management Shares of the Development; and
 - (C) only commence from the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier; and
- (ii) FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by GPA or person nominated by the Director of Lands for this purpose; and
- (c) FSI as Owner of the Government Accommodation shall have no liability for any contribution towards the management expenses or any management and maintenance charges for any other part of the Development (whether the Common Areas and Facilities or the Items or otherwise) or for the provision of facilities or services which do not, in the opinion of GPA or person nominated by the Director of Lands for this purpose, directly serve or otherwise directly benefit the Government Accommodation."

Paragraph 11 of Schedule 6 (Manager's Power)

"House Rules

- (a) The Manager may from time to time make or amend House Rules and the Manager may make House Rules before the formation of an Owners' Committee. Amendments to the House Rules may be made by the Manager with the approval of the Owners' Committee (if any). The House Rules and any amendments thereto shall not be inconsistent with or contravene this Deed, the Ordinance or the conditions of the Government Grant or adversely affect or interfere with the use, operation and enjoyment of the Government Accommodation."

Paragraph 18 of Schedule 6 (Manager's Power)

"Entry

To enter with or without agents, surveyors, workmen, contractors and others and with or without vehicles, equipment, plant, materials and machinery at all reasonable times on reasonable notice (except in case of emergency) upon any Unit of any Owner to access any Common Areas and Facilities (if such access cannot practically be obtained without such entry) or for the purpose of carrying out necessary maintenance and repairs to the Development or to abate any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED THAT:

...

- (c) such a power, if exercised against the Government Accommodation, shall only be exercised for maintenance and repair purposes and shall require the prior approval of the Owner of the Government Accommodation to enter upon the Government Accommodation except in emergency and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation."

Paragraph 11 of Schedule 8 (Green and Innovative Features and Other Features)

"Pedestrian Walkway

- (a) only the Owner(s) of the building or buildings erected or to be erected on the Land, or any part or parts thereof, for non-industrial (excluding private residential, the Government Accommodation, godown, hotel and petrol filling station) purposes shall be:
 - (i) responsible for the maintenance and management charges for the Pedestrian Passageway; and
 - (ii) liable for all the costs and expenses payable by the Grantee (as defined in the Government Grant) to the Government under Special Condition No.(12)(e) and Special Condition No.(12)(f) of Part C of the Government Grant; and
- (b) neither FSI as Owner of the Government Accommodation, nor any Owner of the building or buildings, or any part or parts thereof, for private residential purposes shall be

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liable to pay or contribute towards:

- (i) any management and maintenance charges for the Pedestrian Passageway; and
- (ii) the costs and expenses payable by the Grantee (as defined in the Government Grant) to the Government under Special Condition No.(12)(e) and Special Condition No.(12)(f) of Part C of the Government Grant."

Paragraph 12 of Schedule 8 (Green and Innovative Features and Other Features)

"Government Accommodation

- (a) Notwithstanding any provisions herein contained and subject to Special Condition No.(13)(b) of Part C of the Government Grant, the Government or FSI shall have the right to alter or vary at its absolute discretion at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the First Owner, the other Owners or the Manager.
- (b) Notwithstanding any provisions herein contained, FSI as Owner of the Government Accommodation shall be exempted from requirements (if any) under this Deed to use maintenance or service contractors nominated by the First Owner, other Owners, the Manager or any other person and from any fitting out regulations regulating fitting out works (if any).
- (c) The Manager shall provide to the Owner of the Government Accommodation free of charge a copy of plans showing the areas comprised in the Common Areas and Facilities and any amendment to the plans from time to time."

Sub-Deed of Mutual Covenant

Clause 6.5

"Residential care homes

6.5.1 For the purpose of this Clause 6.5:

- (a) **"RCHD"** means residential care home for PWDs as defined in the Residential Care Homes (Persons with Disabilities) Ordinance (Cap. 613 of the Laws of Hong Kong), any regulations made thereunder and any

amending legislation; and

- (b) **"RCHE"** means residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation.

6.5.2 No provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of RCHE or RCHD or the use of the Land or any part thereof or any building or part of any building erected thereon for the purpose of RCHE or RCHD."

Deed of Dedication

Not Applicable

F. Public Vehicle Park

Land Grant

Special Condition No. (36) in Part C

"(a) In addition to the requirements under Special Conditions Nos. (13)(a)(i)(II), (13)(a)(ii)(II) and (13)(a)(iv) all in this Part C and Special Conditions Nos. (30) and (31) both in this Part C (as may be respectively varied under Special Condition No. (32) in this Part C), the Grantee shall at his own expense and in all respects to the satisfaction of the Director and in accordance with the Approved PVP Layout Plan (as defined in sub-clause (b) of this Special Condition) erect, construct, provide, manage and maintain below the ground level of the lot a public vehicle park (hereinafter referred to as "the Public Vehicle Park") (the decision of the Director as to what constitutes the ground level of the lot shall be final and binding on the Grantee). The Grantee shall provide within the Public Vehicle Park:

- (i) 51 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 2.5 metres in width and 5 metres in length with minimum headroom of 2.4 metres, provided always that out of the spaces so provided under this sub-clause (a)(1), such number of spaces as the Building Authority may require or approve shall be reserved and designated exclusively for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons subject

to a minimum of one space being so reserved and designated and the dimensions of each of the spaces so reserved and designated shall be as the Building Authority may require or approve; and

- (ii) 22 spaces for the parking of heavy goods vehicles and buses respectively licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 3.5 metres in width and 12 metres in length with minimum headroom of 4.7 metres.

For the purposes of these Conditions, "heavy goods vehicle" and "bus" shall be as defined in the Road Traffic Ordinance.

- (b) The Grantee shall, prior to commencement of any building works (other than the Demolition Works, the Diversion Works and site formation works) on the lot, at his own expense and in all respects to the satisfaction of the Director, submit or cause to be submitted to the Director for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the Director (hereinafter referred to as "the PVP Layout Plan"). The PVP Layout Plan as approved by the Director under this sub-clause (b) is hereinafter referred to as "the Approved PVP Layout Plan". The parking spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the Approved PVP Layout Plan and in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the Approved PVP Layout Plan shall be made without the prior written consent of the Director. The Grantee shall at his own expense maintain the parking spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the Approved PVP Layout Plan.
- (c) No parking floor or floors or level or levels of the Public Vehicle Park shall be served or accessible by any means of vehicular access except by such vehicular access as may be approved in writing by the Director.

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- (d) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any motor vehicle can be moved into or away from each parking space from or to the driveway or circulation area without obstruction.
- (e) The positions of the ingress and egress control points, drop gate, pay booth and access arrangement of the Public Vehicle Park shall be subject to the prior written approval of the Director.
- (f) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle referred to in sub-clause (a) of this Special Condition shall have to queue or wait outside the lot to enter into the Public Vehicle Park.
- (g) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times during day and night for short-term parking of motor vehicles licensed under the Road Traffic Ordinance on an hourly basis or a monthly basis or on such other basis as may be approved in writing by the C for T. The Grantee shall at all times during day and night permit all members of the public to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and any building or buildings erected or to be erected on the lot for the purpose of gaining access to and from the Public Vehicle Park.
- (h) For the purpose of calculating the total gross floor areas stipulated in Special Condition No. (4) in this Part C, there shall not be taken into account the gross floor area of the Public Vehicle Park. For the purposes of these Conditions, the gross floor area of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding on the Grantee.
- (i) The parking spaces provided within the Public Vehicle Park under sub-clause (a) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles, heavy goods vehicles and buses all licensed under the Road Traffic Ordinance, and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.
- (j) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Vehicle Park or any part or parts thereof or any part of parts of the lot to the public for right of passage.
- (k) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.
- (l) The Grantee shall not at any time whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, assign, mortgage, charge, underlet, grant licence, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except as a whole together with all the undivided shares in the lot as may be allocated to the Public Vehicle Park in the DMC provided that the Grantee may, at any time whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director but only after the Car Park Layout Plans (as defined in Special Condition No. (39)(a) in this Part C) have been deposited with the Director under Special Condition No. (39)(a) in this Part C, underlet or grant licence to use or occupy any of the parking spaces within the Public Vehicle Park subject to the conditions as stipulated in sub-clauses (g) and (i) of this Special Condition and on condition that such underletting or licence shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, covering the parking spaces within the Public Vehicle Park or any part or parts thereof, to which such underletting or licence relates.
- (m) The Grantee shall on or before the 31st day of December 2029 commence to operate the Public Vehicle Park and shall at all times throughout the term of the Land Grant continue to operate, uphold, maintain, repair, conduct and manage at his own expense the Public Vehicle Park and everything forming a part of or pertaining to it in accordance with these Conditions, the Approved PVP Layout Plan, all Ordinance, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and in all respects to the satisfaction of the C for T.
- (n) The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times and in particular after commencement of operation of the Public Vehicle Park or any part or parts thereof and particularly when carrying out any works upon over, under, in or within the lot to avoid causing any damage, disturbance or interference to the Public Vehicle Park or any part or parts thereof. The Grantee shall ensure that any such works do not damage, interfere with or endanger the safe operation of the Public Vehicle Park or any part or parts thereof (as to which the decision of the Director shall be final and conclusive).
- (o) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (p) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition."
- Special Condition No. (37) in Part C
- "The Grantee shall not use or employ any mechanical parking system in providing the parking spaces under Special Conditions Nos. (13), (30), (31) and (36) all in this Part C. No spaces under Special Conditions Nos. (13), (30), (31) and (36) all in this Part C shall be provided by way of any form or type of mechanical parking system. For the purpose of this Special Condition, the decision of the Director as to what constitute a mechanical

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parking system shall be final and binding on the Grantee.”

Special Condition No. (38) in Part C

- “(a) The Grantee shall at all times throughout the term of the Land Grant permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Conditions Nos. (30), (31), (32) and (36) all in this Part C by the Grantee.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise or non-exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the exercise or non-exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition.”

Special Condition No. (39) in Part C

- “(a) The Grantee shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T (including the Approved PVP Layout Plan) indicating the layout of all the parking, loading and unloading spaces and lay-bys to be provided within the lot in accordance with Special Conditions Nos. (13)(a)(i)(II),

(13)(a)(ii)(II) and (13)(a)(iv) all in this Part C, Special Conditions Nos. (30) and (31) both in this Part C (as may be respectively varied under Special Condition No. (32) in this Part C) and Special Condition No. (36) in this Part C and the spaces which are the subject of the Parking Information (as defined in Special Condition No. (40)(a)(i) in this Part C) to be designated within the lot in accordance with Special Condition No. (40)(a)(i) in this Part C, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance) (hereinafter referred to as “the Car Park Layout Plans”). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.

- (b) Subject to Special Condition No. (13)(b) in this Part C, the parking, loading and unloading spaces and lay-bys indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (13)(a)(i)(II), (13)(a)(ii)(II), (13)(a)(iv), (30), (31) and (36) all in this Part C. The Grantee shall maintain all parking, loading and unloading spaces, lay-bys and other areas, including but not limited to the lifts, landings and manoeuvring and circulation areas, indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.
- (c) Except for the spaces indicated on the Car Park Layout Plans, no part of the lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles and picking up and setting down of passengers from motor vehicles set out respectively in Special Conditions Nos. (13)(a)(i)(II), (13)(a)(ii)(II), (13)(a)(iv), (30), (31) and (36) all in this Part C.
- (d) No transaction (except the assignment and the delivery of vacant possession of the Government Accommodation under Special Conditions Nos. (20)(a) and (22) both in this Part C, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (19)(c) in Part A, a building mortgage under Special Condition No. (19)(d) in Part A, the assignment of the lot as a whole under Special Condition No. (20) in Part A or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to the deposit and submission of the Car Park Layout Plans in accordance with sub-clause (a) of this Special Condition.

(e) The Grantee hereby:

- (i) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and
- (ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of this Special Condition.
- (f) For the purpose of sub-clause (e) of this Special Condition, the Grantee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.
- (g) The Grantee hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of this Special Condition shall survive and continue to be binding on the Grantee after the expiry or sooner determination of the term of the Land Grant.

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(h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; any omission or mistake in the Car Park Layout Plans; the exercise or non-exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e) (i) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; or any omission or mistake in the Car Park Layout Plans."

Special Condition No. (40) in Part C

"(a) The Grantee shall:

(i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as "the Facilities, Installations and Equipment") to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as "the Parking Information System Area") for the purpose of submitting information relating to and associated with:

- (I) the Visitors' Parking Spaces in the event that not less than 10 such spaces are provided or to be provided within the lot; and
- (II) the spaces provided in accordance with Special Conditions Nos. (30)(b)(i)(I), (30)(b)(i)(II), 30(d)(i)(II) and (30)(d)(i)(III) all in this Part C (as may be respectively varied under Special Condition No. (32) in this Part C) and the spaces provided in the Public Vehicle Park in accordance with Special Condition No. (36)(a) in this Part C,

including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as "the Parking Information") as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than the Demolition Works, the Diversion Works and site formation works) shall be commenced on the lot until such approval shall have been obtained;

- (ii) on or before the 31st day of December 2029 or such other date as may be approved by the Director, at the Grantee's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Grantee's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term of the Land Grant, maintain at the Grantee's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purpose of fulfilling the Grantee's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T; and
- (iii) at all reasonable times throughout the term of the Land Grant permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles free of charge to have the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected

thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition.

(b) The Grantee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Grantee) and thereafter at all times throughout the term of the Land Grant, at the Grantee's own expense and in all respects to the satisfaction of the C for T, submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Grantee).

(c) The Grantee hereby:

- (i) gives his consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by such government department or third party; and
- (ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any

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other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Grantee in relation to the submission of the Parking Information in accordance with sub-clause (b) of this Special Condition; the exercise or non-exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; any omission or mistake in the Parking Information; any omission, mistake, neglect or default by the Grantee in relation to submitting the Parking Information in accordance with sub-clause (b) of this Special Condition; or the exercise or non-exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (a)(iii) of this Special Condition."

(f) The Parking Information System Area shall be designated as and form part of the Common Areas.

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

""**Public Vehicle Park**"" means "the Public Vehicle Park" referred to in Special Condition No.(36)(a) of Part C of the Government Grant which is for identification purpose coloured green on the Plans or any Subsequent Phase Sub-Deed Plans.

"**Specified Spaces**" means the Residential Private Parking Spaces, Residential Common Spaces, parking spaces within the Commercial Accommodation, loading and unloading spaces forming part of the Commercial Common Areas and Facilities, parking spaces within the Public Vehicle Park and the parking space for refuse collection operation forming part of the Development Common Areas and Facilities."

Paragraph 1 of Part A of Schedule 2 (Rights of Owners)

"The Owner of each Undivided Share together with the full and exclusive right to hold, use, occupy and enjoy any part of the Development shall have the benefit of the following rights and privileges (in common with all persons having the like rights and privileges) SUBJECT TO the provisions of the Government Grant, this Deed, the House Rules and the rights of the Manager, FSI as the Owner of the Government Accommodation and the First Owner as provided in this Deed: Full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants, licensees, bona fide guests, visitors and invitees to go, pass or repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit PROVIDED THAT :-

...

(c) (iv) the Owner of the Public Vehicle Park and his tenants, licensees and invitees may with or without surveyors, workmen and others and with or without plant, equipment and materials with or without vehicles at all times to pass and repass on, along, over, by and through the Parking Common Areas and Facilities, including, without limitation, the driveways forming part thereof freely and without payment of any nature whatsoever for the purpose of gaining access from or to or maintaining or repair any facilities or Conduits of or serving the Public Vehicle Park; and

..."

Paragraph 3 of Part B of Schedule 3 (Additional rights for certain Owner(s))

"The Owner of the Public Vehicle Park shall for as long as it remains the beneficial owner of that Unit have the right at any time or times and from time to time as it shall deem fit to do all or any of the acts or deeds and to exercise all or any of the rights in Part E of this Schedule without the concurrence of any other Owner, the Manager, the Owners' Corporation or any

other person except expressly provided to the contrary therein. Such rights may be exercised in accordance with this Deed by an Owner of a part of the Public Vehicle Park in respect of the part he owns."

Part E of Schedule 3 (Additional Rights of the Owner of the Public Vehicle Park)

"1. Alteration of appearance

Subject to the Government Grant, the right to from time to time:

(a) install, amend and remove any sign, visual display, hoarding, showcase, signboard, bill plate, fascia, poster, advertisement, banner or other similar fixture or fitting (illuminated or otherwise) as the Owner of the Public Vehicle Park deems fit in any part of the Public Vehicle Park;

PROVIDED THAT the appearance (including the type, design, style, size, height and material) of the shopfront of the Public Vehicle Park or any part thereof (and any sign, visual display, hoarding, showcase, signboard, bill plate, fascia, poster, advertisement, banner or other similar fixture or fitting (illuminated or otherwise) if such item forms part of the shopfront) and any such alteration shall be subject to the approval of the Manager which said approval shall not be unreasonably withheld (except where the Owner is the First Owner then such approval of the Manager shall not be required).

2. Amending Building Plans and other plans

The right subject to obtaining any necessary consent under the Government Grant, and subject to the approval of the First Owner (as long as it remains the beneficial owner of any part of the Land) to alter, amend, vary or add to the Building Plans or any plan or proposal prepared or which requires approval under the Government Grant (including car park layout plans) and to carry out works to implement any such alteration, amendment, variation or addition PROVIDED THAT:

(a) such rights may only be exercised in respect of the Public Vehicle Park or any part thereof;

(b) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use,

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occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit;

- (c) such rights shall not impede or restrict access to or from the Government Accommodation and shall not affect the Government Accommodation; and
- (d) such rights shall require the approval of the Owner of the Government Accommodation if they directly affect the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected.

3. Change of name

The right to subject to the approval of the First Owner (as long as it remains the beneficial owner of any part of the Land), name or change the name of the Public Vehicle Park or any part thereof at any time and from time to time as the Owner of the Public Vehicle Park shall deem fit and to execute any documents in the name of the Owner of the Public Vehicle Park in connection therewith without the necessity of joining in any other Owner.

4. Change of user

The right to change the user of any part of the Public Vehicle Park at any time and from time to time as the Owner of that part of the Public Vehicle Park shall deem fit PROVIDED THAT each necessary consent under the Government Grant has been obtained and THAT such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit.

5. Amendments to Government Grant

The right to, subject to the approval of the First Owner (as long as it remains the beneficial owner of any part of the Land), at its own cost and expense apply to, negotiate and agree with the Government to amend, vary or modify any provision in the Government Grant and to obtain any waiver or no-objection from the Government relating to any provision thereof to the extent affecting the Public Vehicle Park or any part thereof only at any time and from time to time for such purposes and in such manner as the Owner of the Public Vehicle Park shall deem fit, and to execute any document relating to any such amendment,

variation, modification, waiver or no-objection in the name of the Owner of the Public Vehicle Park without joining in any other Owner and the Manager (and the said amendment, variation, modification, waiver or no-objection and document relating thereto will bind all Owners and the Manager) PROVIDED THAT:

- (a) such right shall not be exercised so as to interfere with the right of any Owner to the exclusive use, occupation and enjoyment of his Unit or impede or restrict the access to and from such Unit;
- (b) the Owner of the Public Vehicle Park shall be solely responsible for any administrative fee and premium payable in respect of such amendment, variation, modification, waiver or no objection;
- (c) such right shall require the prior written approval of the Owner of the Government Accommodation if in the opinion of GPA it directly affects the Government Accommodation. GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected;
- (d) such right shall not be prejudicial to the rights of the Owner of the Government Accommodation in the use and enjoyment of and access to the Government Accommodation; and
- (e) the exercise of such right must not result in the Owner of the Government Accommodation being liable for any premium payable for any variation save that the Owner of the Government Accommodation may agree to pay that portion of the premium payable for the variation to the extent that the variation, in the opinion of GPA, directly benefits the Government Accommodation but not otherwise."

Paragraph 1(c) of Part A of Schedule 5 (Management Expenses and Financial Matters)

"(c) **"Parking Management Expenses"** means all management expenses which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the Parking Common Areas and Facilities or for the common benefit of the Owners, occupiers, licensees, invitees or users of different Specified Spaces."

Paragraph 2(e) of Part A of Schedule 5 (Management Expenses and Financial Matters)

"(e) **"PVP%"** means 16.816%," and

Paragraph 6 of Part E of Schedule 5 (Principles in Contribution to Management Expenses)

"The Owner of the Public Vehicle Park shall in addition to the fraction required under paragraph 1 of this Part E, bear PVP% of the Parking Management Expenses, and shall pay in advance on the first day of each calendar month in a Financial Year the Monthly Fraction of the same."

Paragraph 5 of Part G of Schedule 5 (Notional Parts of the Special Fund)

"Special Fund (Public Vehicle Park)": to which contributions to the Special Fund payable by the Owner of the Public Vehicle Park only under this Deed and made by it shall be notionally credited.

..."

Paragraph 1 of Part H of Schedule 5 (Application of Notional Parts of the Special Fund)

"Non-recurrent Expenditure relating to the Development Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guest, visitors or invitees of the Development or which are for the common benefit of the Development (whether or not the Owners, occupiers, licensees or invitees of the Government Accommodation are also benefited) or which is not covered by other paragraphs in this Part, shall be paid out as follows:-

....

- (e) a fraction of such Non-recurrent Expenditure shall be paid out of the Special Fund (Public Vehicle Park), such fraction being the number of the Management Shares allocated to the Public Vehicle Park over the total number of the Management Shares allocated to the Development (excluding the Government Accommodation).

...."

Paragraph 3 of Part H of Schedule 5 (Application of Notional Parts of the Special Fund)

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"Non-recurrent Expenditure relating to the Parking Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona fide guests, visitors, invitees or users of different Specified Spaces (whether or not the Owners, occupiers, licensees or invitees of the Government Accommodation are also benefited) only shall be paid out as follows: -

...

- (e) an amount equal to PVP% of such Non-recurrent Expenditure shall be paid out of the Special Fund (Public Vehicle Park); and

..."

Paragraph 1 of Part I of Schedule 5 (Credit of amounts received to notional parts of the Special Fund)

"Where the amount is received in relation to the Development Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance) or in any case which is not covered by other paragraphs in this Part:-

...

- (d) a fraction of the amount shall be credited to the Special Fund (Public Vehicle Park), such fraction being the number of the Management Shares allocated to the Public Vehicle Park over the total number of the Management Shares allocated to the Development (excluding the Government Accommodation)."

Paragraph 3 of Part I of Schedule 5 (Credit of amounts received to notional parts of the Special Fund)

"Where the amount is received in relation to the Parking Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance),

...

- (d) PVP% of such amount shall be credited to the Special Fund (Public Vehicle Park); and

..."

Paragraph 1 of Part A of Schedule 7 (Owners' Committee)

"The Owners' Committee shall consist of up to 9 members, consisting of a chairman, a secretary and up to 7 other members and:

...

- (d) the Owner of the Public Vehicle Park is entitled to appoint up to 1 member (the appointment, removal and replacement of such member(s) shall be carried out in accordance with Part B and Part C of this Schedule); and

..."

Paragraph 4 of Part B of Schedule 7 (Owners' Committee)

"The Owner of the Public Vehicle Park in a Completed Phase may appoint a member of the Owners' Committee referred to in paragraph 1(d) of Part A of this Schedule by notice in writing to the Manager and the Owners' Committee (if formed)."

Paragraph 4 of Part C of Schedule 7 (Owners' Committee)

"(a) The Owner of the Public Vehicle Park may:

- (i) terminate the appointment of a member of the Owners' Committee referred to in paragraph 1(d) of Part A of this Schedule by notice in writing to the Manager and the Owners' Committee (if formed); and
 - (ii) appoint a new member of the Owners' Committee to replace the member of the Owners' Committee referred to in paragraph 1(d) of Part A of this Schedule who ceased to hold office under any event mentioned in Clause 10.1.2(b) or has been removed under (i) above.
- (b) A member of the Owners' Committee referred to in paragraph 1(d) of Part A of this Schedule shall be deemed to be removed from office if the Owner of the Public Vehicle Park appointing him ceases to be the Owner of the Public Vehicle Park."

Deed of Dedication

Not Applicable

G. Automatic Meter Reading Outstation

Land Grant

Special Condition No. (41) in Part C

"(a) The Grantee shall on or before the 31st day of December 2029 or such other date as may be approved by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority, provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance.

- (b) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as "the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:

- (i) a layout plan showing the locations of the AMR Outstations;
- (ii) details of the design, layout and equipment for building up the AMR Outstations; and
- (iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof (the said area or space as approved by the Water Authority is hereinafter referred to as "the Area or Space").

- (c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of this Special Condition. The AMR Outstations provided and installed in accordance

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with the AMR Outstation Proposals approved under sub-clause (b) of this Special Condition are hereinafter referred to as "the Approved AMR Outstations".

- (d) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until the Approved AMR Outstations shall have been delivered up to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the Area or Space. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee), there are structures, objects or materials erected or placed on, over, above, under, below or within the Area or Space which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the Area or Space within such period as specified in the notice.
- (f) In the event of non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition, the Water Authority may carry out the necessary works at the cost of the Grantee who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Grantee.
- (g) The Approved AMR Outstations or any of them as required shall be delivered up to the Water Authority by the Grantee on demand on such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered up to the Water Authority by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

- (h) The Grantee shall at all times throughout the term of the Land Grant permit the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles to have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:

- (i) inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (a), (d) and (e) of this Special Condition;
- (ii) carrying out any works under sub-clause (f) of this Special Condition; and
- (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered up to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.

- (i) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition; or the exercise or non-exercise by the Water Authority, its officers, contractors, agents, its or their workmen or any persons authorized by the Water Authority of any of the rights conferred under sub-clauses (f) and (h) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (j) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special

Condition; or the exercise or non-exercise by the Water Authority, its officers, contractors, agents, its or their workmen or any persons authorized by the Water Authority of any of the rights conferred under sub-clauses (f) and (h) of this Special Condition."

Deed of Mutual Covenant

Not Applicable

Deed of Dedication

Not Applicable

1. 對根據批地文件規定須興建並提供予政府或供公眾使用的任何設施的描述

- A. 在批地文件所夾附的 "PLAN I" 上以綠色顯示 (「綠色範圍」) 以及地政總署署長 (「署長」) 全權酌情要求須由承授人提供及建造的橋樑、隧道、高架道路、下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物 (統稱「該等構築物」)，致使綠色範圍可建造建築物及供車輛和行人往來。
- B. 在批地文件夾附的 "PLAN I" 並以黃色顯示的範圍 (「黃色範圍」) 拆除或移除其上已建之現存建築物及構築物，並鋪設及塑造黃色範圍。
- C. 須於批地文件所夾附的 "PLAN I" 並以黃色間黑斜線顯示的範圍 (「黃色間黑斜線範圍」) 及於批地文件所夾附的 "PLAN I" 並以黃色間黑斜線與綠斜線顯示的範圍 (「黃色間黑斜線與綠斜線範圍」) 建設圍欄，及於黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍內署長全權酌情要求的位置興建街燈、柵欄或其他構築物。
- D. 在批地文件所夾附的 "PLAN I" 上以粉紅色間黑斜線及粉紅色間黑斜線與綠斜線顯示範圍須由承授人按署長批核情況在該地段內之上及沿途作環境美化、鋪設、塑造、興建及鋪砌行人通道並設置照明裝置 (「行人通道」)。
- E. 須按在批地文件所夾附的工程規格附表 (「工程規格附表」) 及按批地文件條款所批核之若干圖則於該地段內以良好工藝方式興建、建造及提供政府設施。
- F. 承授人須提供、興建、建造及維持於該地段內之公眾停車場 (定義見下文)。
- G. 承授人須在該地段或其任何部分或其上任何建築物內提供及安裝外站連同設施及相關設備，以供淡水供應自動讀錶之用。

2. 對根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施的描述

見上文 A、B 及 C 段

(註：據公契規定，(i) 公眾停車場由其業主出資管理、營運或維持；(ii) 行人通道由商業設施出資管理、營運或維持。)

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

不適用。

4. 期數所位於的土地中為施行《建築物 (規劃) 規例》(第 123 章，附屬法例 F) 第 22(1) 條而撥供公眾用途的任何部分的描述

不適用。

5. 顯示第 1 及 2 段所提及之設施、第 3 段所提及之休憩用地 (如有) 及第 4 段所提及之土地中的該等部分 (如有) 之圖則

見本節內之圖則。

6. 公眾之使用權

就上文第 1、2、3 及 4 段所提及供公眾使用的任何該等設施及休憩用地，及該土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據 (視屬何情況而定) 使用該等設施或休憩用地，或該土地中的該等部分。

7. 管理、營運及維持

第 2 段所提及之設施、第 3 段所提及之休憩用地 (如有) 按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持。該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地 (如有) 的部分開支。

批地文件、撥出私人地方供公眾使用的契據 (如有) 及發展項目公契中關於第 1 及 2 段所提及之設施、第 3 段所提及之休憩用地 (如有) 及第 4 段所提及之土地中的該等部分 (如有) 的條文

A. 綠色範圍

批地文件

特別條款 A 部第 (3) 條

「(a) (i) 承授人確認於批地文件的日期，在該地段、在批地文件所夾附的 "PLAN I" 上以綠色顯示的範圍 (下稱「綠色範圍」) 之未來公共道路部分及在批地文件夾附的 "PLAN I" 並以黃色顯示的範圍 (下稱「黃色範圍」) 有現存建築物及構築物 (該等現存建築物及構築物下統稱「現存建築物及構築物」)。

(ii) 除非按批地文件特別條款 A 部第 (6)(a)(i) 條、第 (10)(a) 條及第 (15) 條規定，未經署長事先書面批准，承授人不得對現存建築物及構築物作出或容許或容忍作出改動、變更或加建。

(iii) 現存建築物及構築物被視為包括署長按本特別條款第 (a)(ii) 條批准對其之任何改動、變更及加建。

(iv) 承授人承諾自費按批地文件特別條款 A 部第 (6)(a)(i) 條、第 (10)(a) 條及第 (15) 條於該地段、綠色範圍及黃色範圍拆除及移除現存建築物及構築物 (該等拆除及移除工程下統稱「移除工程」)，致使署長在各方面滿意。

(b) 就對承授人或任何其他人士造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第 (a) 條的責任，因現存建築物及構築物之存在、出現、結構安全或用途，因按特別條款 B 部使用該地段或其任何部分，或因進行任何移除工程，而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任，承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

(c) 承授人須就因承授人履行或不履行本特別條款第 (a) 條的責任，因現存建築物及構築物之存在、出現、結構安全或用途，因按特別條款 B 部使用該地段或其任何部分，或因進行任何移除工程，而直接或間接引起或與之有關之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

(d) 在不影響特別條款此 A 部第 (18) 條及一般條款第 2 條的情況下，承授人須被視為已對該地段、綠色範圍及黃色範圍於批地文件日期的現有狀態和狀況感到滿意並已接受，並同意該地段受制於現存建築物及構築物之出現或用途，以及承授人不得就此向政府提出任何性質的反對或申索。

(e) (i) 政府對下列事項不作出任何明示或暗示的保證或擔保：

(I) 現存建築物及構築物或其任何部分之實際狀況、情況或安全性；或

(II) 現存建築物及構築物或其任何部分之興建、安裝或持續存在是否符合《建築物條例》、其任何附屬規例及任何修訂法例 (下統稱「《建築物條例》」) 之規定。

(ii) 現存建築物及構築物的存在，在任何情況下均不得解除、免除、減輕或影響承授人根據批地文件條款所負之責任，或不得以任何方式影響或損害政府就承授人違反、不遵守或不履行批地文件條款時享有的權利及補救方法。

(f) 就批地條款而言，署長就何謂現存建築物及構築物所作之決定為最終決定並對承授人具約束力。」

特別條款 A 部第 (6) 條

「(a) 承授人須：

- (i) 於2029年12月31日或之前或經署長批准的其他期限，自費以署長批准的方式和物料，按署長批准的標準、高度、定線及設計，致使署長在各方面滿意；
- (II) 拆除及移除綠色範圍上之現存建築物及構築物；
- (III) 鋪設及塑造綠色範圍；及
- (III) 綠色範圍內提供及建造橋樑、隧道、高架道路、下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物（下統稱「該等構築物」），

致使綠色範圍可建造建築物及供車輛和行人往來；

- (ii) 於2029年12月31日或之前或經署長批准的其他期限內，自費於綠色範圍鋪設路面、建造路緣及渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、有管道接駁總水管的消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意；及
- (iii) 自費保養綠色範圍、該等構築物及在該處所建造、安裝及提供之所有構築物、表面、溝渠、污水管、排水渠、有管道接駁總水管的消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意，直至綠色範圍的管有權按照批地文件特別條款此 A 部第 (7) 條交回政府為止。
- (b) 若承授人未能履行本特別條款第 (a) 條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
- (c) 就對承授人或任何其他人所造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第 (a) 條的責任或因政府行使或不行使本特別條款第 (b) 條的權利而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (d) 承授人須就因承授人履行或不履行本特別條款第 (a) 條的責任或因政府行使或不行使本特別條款第 (b) 條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。」

特別條款 A 部第 (7) 條

「僅為了進行批地文件特別條款此 A 部第 (6)(a) 條指明須進行的工程，承授人將於批地文件日期該日被給予綠色範圍的管有權。綠色範圍或其任何部分須應政府要求交回政府，但無論如何，若署長發出信件表示批地文件各項條款已妥為履行致使其滿意，綠色範圍即被視為已於發信當天被承授人交回政府。承授人須在其管有綠色範圍或其任何部分期間的所有合理時間內，容許政府及公眾車輛及行人自由出入綠色範圍或其任何部分，致使署長在各方面滿意，並確保其通行不受根據批地文件特別條款此 A 部第 (6)(a) 條進行的或其他工程干擾或阻礙。」

特別條款 A 部第 (8) 條

「未經署長事先書面同意，承授人不得使用綠色範圍或其任何部分作儲存用途或任何臨時構築物之建造或任何除進行批地文件特別條款此 A 部第 (6)(a) 條指明之工程外之用途。」

特別條款 A 部第 (9) 條

「(a) 承授人須在其管有綠色範圍或其任何部分期間的所有合理時間內：

- (i) 允許政府、署長、其官員、承辦商、代理、工人及任何其他獲署長授權人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費並不受限制進出往返及穿越該地段及綠色範圍或其任何部分，以便視察、檢查及監督任何須按批地文件特別條款此 A 部第 (6)(a) 條進行的工程，及進行、視察、檢查及監督根據批地文件特別條款此 A 部第 (6)(b) 條進行的工程及任何其他署長認為有需要在綠色範圍或其任何部分內進行的工程；
- (ii) 允許政府及獲政府授權的相關公共事業公司（可連同或不連同工具、設備、機器、機械或汽車）應其要求免費並不受限制進出往返及穿越該地段及綠色範圍或其任何部分，以供其在綠色範圍或其任何部分或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及於其後保養管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體（如有）及其他服務而所需的附屬設備。承授人須就有關任何上述於綠色範圍或其任何部分或任何毗連土地內進行之工程之所有事宜與政府及政府授權的有關公共事業公司通力合作；及
- (iii) 允許水務監督官員及其任何其他授權人士（可連同或不連同工具、設備、機器、機械或汽車）應其要求免費並不受限制進出往返及穿越該地段及綠色範圍或其

任何部分，以進行任何與該地段、綠色範圍或其任何部分內之水務設施之操作、保養、維修、更換及改動有關的工程。

就批地條款而言，「水務監督」根據《水務設施條例》、其任何附屬規例及任何修訂法例（下稱「《水務設施條例》」）定義。

- (b) 就任何因承授人履行或不履行本特別條款第 (a) 條的責任，或因政府、署長、其官員、承辦商、代理、工人、水務監督官員或獲政府授權的相關公共事業公司、或按本特別條款第 (a) 條獲授權之任何其他人士行使或不行使權利，而直接或間接引起或與之有關或附帶的，對承授人或任何其他人士所造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論如何產生的，政府概不承擔任何義務或責任，承授人不得就任何此等損失、損壞、滋擾或干擾向政府提出任何索賠。
- (c) 承授人須就因承授人履行或不履行本特別條款第 (a) 條的責任，或因政府、署長、其官員、承辦商、代理、工人、水務監督官員或獲政府授權的相關公共事業公司、或按本特別條款第 (a) 條獲授權之任何其他人士行使或不行使權利，而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。」

特別條款 A 部第 (18) 條

- 「(a) 承授人確認於批地文件日期，在該地段內在批地文件夾附的 "PLAN I" 並以粉紅色間黑斜線顯示及以粉紅色間黑斜線與綠斜線的範圍之部分及綠色範圍內有一條現存雨水渠（下稱「現存雨水渠」），其大約位置及走線在批地文件夾附的 "PLAN I" 以藍線顯示（僅供識別用途）。除本特別條款第 (d) 條及第 (e) 條的規定外，承授人不得干擾、阻塞、移除或遷移現存雨水渠或其任何部分，或允許或容許現存雨水渠或其任何部分遭干擾、阻塞、移除或遷移。
- (b) 在不影響特別條款此 A 部分第 (3)(a) 條及一般條款第 2 條的原則下，承授人須被視為已對該地段於批地文件日期的現有狀態和狀況感到滿意並已接受，並同意該地段受制於現存雨水渠之存在，以及承授人不得就此向政府提出任何反對或申索。
- (c) 除非事先獲得渠務署署長的書面批准並受其可能施加的條款及條件規限：
- (i) 不得在該地段內在批地文件夾附的 "PLAN I" 並以粉紅色間黑斜線與綠斜線顯示的範圍之部分及黃色間黑斜線與綠斜線範圍並在批地文件夾附的 "PLAN I" 上標示為「7m D.R.」的範圍（下統稱「渠務專用範圍」）之

上、之上方、之下、上面、下面或之內建造、興建或放置任何建築物、構築物或任何建築物或構築物的支撐物（特別條款C部分第(12)(a)條所定義的行人通道、圍牆及圍欄除外），亦不得在渠務專用範圍內放置或存放任何性質的物料或物件；及

- (ii) 不得在渠務專用範圍內種植樹木及進行地盤平整工程，就批地文件各項條款而言，「地盤平整工程」按《建築物條例》定義。
- (d) 在不影響特別條款此A部分第(28)條及第(29)條的原則下，承授人可在根據本特別條款第(e)條取得渠務署署長事先書面批准後，自費並在各方面致使渠務署署長滿意地進行工程，以移除或廢棄整段現存雨水渠，或將整段現存雨水渠改道至該地段外的一個或多個位置，以渠務署署長可能批准或要求的物料、標準、規格及設計（移除、廢棄或改道整段現存雨水渠的工程下統稱「改道工程」），惟承授人必須按本特別條款第(e)條經渠務署署長批准的建議書及以良好工藝方式進行改道工程，致使渠務署署長在各方面滿意。
- (e) 在展開改道工程之前，承授人須自費向渠務署署長呈交或促使向渠務署署長呈交改道工程的建議書以供其書面批准。承授人不得進行改道工程，直至渠務署署長已就該建議書給予書面批准為止。
- (f) 改道工程完成後，承授人須自費保養作為改道工程一部分而建造或興建的所有渠道（包括但不限於雨水渠）、集水井、暗渠或連蓋沙井及其他構築物（下統稱「經改道雨水渠」），使其處於良好和修繕妥當的狀態，並在各方面致使渠務署署長滿意，直至經改道雨水渠已由承授人按本特別條款第(g)條移交予政府為止。
- (g) 經改道雨水渠須由承授人須應政府要求後免費移交予政府，無論如何，若署長發出信件表示批地文件各項條款已妥為履行致使其滿意，經改道雨水渠即被視為已於發信當天被承授人免費移交予政府。
- (h) 如整段現存雨水渠已完全移除或從該地段改道或已廢棄並在各方面致使渠務署署長滿意，渠務專用範圍即告終止存在，其後承授人根據本特別條款享有的權利及承擔的義務即告絕對終止及解除。
- (i) 若承授人未能履行本特別條款第(f)條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
- (j) 承授人須在批地文件年期內的所有時間允許政府、渠務署署長、其官員、承辦商、代理及工人以及任何獲渠務署署長

授權的人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費自由並不受限制進出往返及穿越該地段及其任何部分、渠務專用範圍、黃色間黑斜線範圍及綠色範圍，以便：

- (i) 在改道工程完成前視察、運作、保養及維修現存雨水；
- (ii) 視察、檢查及監督改道工程及按本特別條款第(d)條及第(f)條進行的任何工程；
- (iii) 進行、視察、檢查及監督本特別條款第(i)條所規定的工程；及
- (iv) 在經改道雨水渠揭按本特別條款第(g)條移交予政府後，視察、運作、保養、維修、更新、拆除、移除及更換經改道雨水，以及進行渠務署署長可能認為對經改道雨水渠有必要進行的任何其他工程。
- (k) 就對承授人或任何其他人士造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因現存雨水渠之存在及使用、因承授人進行之改道工程、因承授人履行或不履行本特別條款第(d)條、第(e)條及第(f)條的責任，或因政府、渠務署署長、其官員、承辦商、代理、工人或任何獲渠務署署長授權的人士行使或不行使本特別條款第(j)條的權利，而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (l) 承授人須就因現存雨水渠之存在及使用、因承授人進行之改道工程、因承授人履行或不履行本特別條款第(d)條、第(e)條及第(f)條的責任，或因政府行使或不行使本特別條款第(i)條的權利，或因政府、渠務署署長、其官員、承辦商、代理、工人或任何獲渠務署署長授權的人士行使或不行使本特別條款第(j)條的權利，而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。」

特別條款A部分第(28)條

「批地文件特別條款A部分第(28)條規定，承授人須於所有時候，尤其是當進行建造、保養、翻新或維修工程（下統稱「該等工程」）時，採取或安排採取所有恰當及足夠的謹慎、技巧及預防措施，以免對處於或行經該地段、綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分之上、之下或旁邊的任何政府或其他現存排水渠（包括現存雨水渠及經改道雨水渠（如有））、水道或河道、水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置（下統稱「該等服務」）造成任何損壞、干擾或阻礙。

承授人須於進行任何該等工程前進行或安排進行所需的恰當搜索及勘查，以查明該等服務之現行位置及水平，並須就如何處理任何或會受該等工程影響之該等服務向署長提交書面建議書供其就各方面批准，且不得在署長就該等工程及上述建議書發出書面批准之前進行任何工程。承授人須遵行及自費達成署長於發出上述批准時就該等服務所施加的任何要求，包括任何有需要的改道、重鋪或還原工程之費用。承授人須自費在各方面維修、修復及還原所有因該等工程對該地段、綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分或任何該等服務所造成，或以任何方式引致的損壞、干擾或阻礙，致使署長滿意（溝渠、污水渠、雨水渠（包括現存雨水渠及經改道雨水渠（如有））或水管除外，其之修復將由署長進行，除非署長另有決定，而承授人須應要求向政府繳付上述工程之費用）。若承授人未有對該地段、綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修復及還原工程致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修復及還原工程，而承授人須應要求向政府繳付上述工程之費用。」

公契

不適用

撥出私人地方供公眾使用的契據

不適用

B. 黃色範圍

批地文件

特別條款A部第(3)條

- 「(a) (i) 承授人確認於批地文件的日期，在該地段、在批地文件所夾附的「PLAN I」上以綠色顯示的部分（下稱「綠色範圍」）及在批地文件夾附的「PLAN I」並以黃色顯示的範圍（下稱「黃色範圍」）有現存建築物及構築物（該等現存建築物及構築物下統稱「現存建築物及構築物」）。
- (ii) 除非按批地文件特別條款A部第(6)(a)(i)條、第(10)(a)條及第(15)條規定，未經署長事先書面批准，承授人不得對現存建築物及構築物作出或容許或容忍作出改動、變更或加建。
- (iii) 現存建築物及構築物被視為包括署長按本特別條款第(a)(ii)條批准對其之任何改動、變更及加建。
- (iv) 承授人承諾自費按批地文件特別條款A部第(6)(a)(i)

條、第(10)(a)條及第(15)條於該地段、綠色範圍及黃色範圍拆除及移除現存建築物及構築物（該等拆除及移除工程下統稱「移除工程」），致使署長在各方面滿意。

- (b) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)條的責任，因現存建築物及構築物之存在、出現、結構安全或用途，因按特別條款B部使用該地段或其任何部分，或因進行任何移除工程，而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任，承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (c) 承授人須就因承授人履行或不履行本特別條款第(a)條的責任，因現存建築物及構築物之存在、出現、結構安全或用途，因按特別條款B部使用該地段或其任何部分，或因進行任何移除工程，而直接或間接引起或與之有關之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。
- (d) 在不影響特別條款此A部第(18)條及一般條款第2條的情況下，承授人須被視為已對該地段、綠色範圍及黃色範圍於批地文件日期的現有狀態和狀況感到滿意並已接受，並同意該地段受制於現存建築物及構築物之出現或用途，以及承授人不得就此向政府提出任何性質的反對或申索。
- (e) (i) 政府對下列事項不作出任何明示或暗示的保證或擔保：
 - (I) 現存建築物及構築物或其任何部分之實際狀況、情況或安全性；或
 - (II) 現存建築物及構築物或其任何部分之興建、安裝或持續存在是否符合《建築物條例》、其任何附屬規例及任何修訂法例（下統稱「《建築物條例》」）之規定。
- (ii) 現存建築物及構築物的存在，在任何情況下均不得解除、免除、減輕或影響承授人根據批地文件各項條款所負之責任，或不得以任何方式影響或損害政府就承授人違反、不遵守或不履行批地文件各項條款時享有的權利及補救方法。
- (f) 就批地文件各項條款而言，署長就何謂現存建築物及構築物所作之決定為最終決定並對承授人具約束力。」

特別條款A部第(10)條

- 「(a) 承授人須於2029年12月31日或之前或經署長批准的其他期限，自費以署長批准的方式和物料，按署長批准的標準、高度、定線及設計拆除及移除黃色範圍上之現存建築物及構築物，及鋪設及塑造黃色範圍，致使署長在各方面滿意。
- (b) 承授人須其後自費清潔、管理、保養及維修黃色範圍，致使署長在各方面滿意，直至黃色範圍之管有權按照批地文件特別條款此A部第(11)條交回政府為止。
- (c) 若承授人未能履行本特別條款第(a)及(b)條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
- (d) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)及(b)條的責任或政府行使本特別條款第(c)條的權利而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (e) 承授人須就因承授人履行或不履行本特別條款第(a)及(b)條的責任或政府行使或不行使本特別條款第(c)條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。」

特別條款A部第(11)條

「僅為了進行批地文件特別條款此A部第(10)(a)條及第(10)(b)條指明須進行的工程，承授人將於批地文件日期該日被給予黃色範圍的管有權。黃色範圍須應政府要求交回政府，但無論如何，若署長發出信件表示批地文件各項條款已妥為履行致使其滿意，黃色範圍即被視為已於發信當天被承授人交回政府。」

特別條款A部第(12)條

「未經署長事先書面同意，承授人不得使用黃色範圍或其任何部分作儲存用途或任何臨時構築物之建造或任何除進行批地文件特別條款此A部第(10)(a)條及第(10)(b)條指明之工程外之用途。」

特別條款A部第(13)條

「(a) 承授人須在其管有黃色範圍或其任何部分期間的所有合理時間內，允許政府、教育局局長、署長、其官員、承辦商、代理、工人及任何獲署長授權人士及公共事業公司（可連同或不連同工具、設備、機器、機械或汽車）有權免費並不受限

制進出往返及穿越該地段及黃色範圍或其任何部分，以便視察、檢查及監督任何須按批地文件特別條款此A部第(10)(a)條及第(10)(b)條進行的工程，及進行、視察、檢查及監督根據批地文件特別條款此A部第(10)(c)條進行的工程及任何其他署長認為有需要在黃色範圍或其任何部分內進行的工程。

- (b) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)條的責任，或因政府、教育局局長、署長、其官員、承辦商、代理、工人或任何獲署長授權人士或公共事業公司行使本特別條款第(a)條的權利而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (c) 承授人須就因承授人履行或不履行本特別條款第(a)條的責任，或因政府、教育局局長、署長、其官員、承辦商、代理、工人或任何獲署長授權人士或公共事業公司行使或不行使本特別條款第(a)條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。」

特別條款A部分第(28)條

「批地文件特別條款A部分第(28)條規定，承授人須於所有時候，尤其是當進行建造、保養、翻新或維修工程（下統稱「該等工程」）時，採取或安排採取所有恰當及足夠的謹慎、技巧及預防措施，以免對處於或行經該地段、綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分之上、之下或旁邊的任何政府或其他現存排水渠（包括現存雨水渠及經改道雨水渠（如有））、水道或河道、水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置（下統稱「該等服務」）造成任何損壞、干擾或阻礙。承授人須於進行任何該等工程前進行或安排進行所需的恰當搜索及勘查，以查明該等服務之現行位置及水平，並須就如何處理任何或會受該等工程影響之該等服務向署長提交書面建議書供其就各方面批准，且不得在署長就該等工程及上述建議書發出書面批准之前進行任何工程。承授人須遵行及自費達成署長於發出上述批准時就該等服務所施加的任何要求，包括任何有需要的改道、重鋪或還原工程之費用。承授人須自費在各方面維修、修復及還原所有因該等工程對該地段、綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分或任何該等服務所造成，或以任何方式引致的損壞、干擾或阻礙，致使署長滿意（溝渠、污水渠、雨水渠（包括現存雨水渠及經改道雨水渠（如有））或水管除外，其之修復將由署長進行，除非署長另有決定，而承授人須應要求向政府繳付上述工程之費用）。若承授人未有對該地段、綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分或任何該等服務進行任何所

需之改道、重鋪、維修、修復及還原工程致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修復及還原工程，而承授人須應要求向政府繳付上述工程之費用。」

公契

附表 12 第 A 部分 (定義)

「**場外範圍**」指批地文件特別條款 A 部第 (3)(a)(i) 條所定義之「黃色範圍」、批地文件特別條款 A 部第 (14)(a) 條所定義之「黃色間黑斜線範圍」及批地文件特別條款 A 部第 (14)(a) 條所定義之「黃色間黑斜線與綠斜線範圍」。

「**保險適用範圍**」指公用地方及設施、斜坡構築物及場外範圍（直至其管有權交回政府為止）。」

第 5.1 條

「管理開支

管理開支須是按本公契規定管理發展項目及該土地所必要及合理招致的開支、費用和收費（包括（但不限於）附表 5 第 C 部分所列之該等項目但不包括任何政府設施保養開支。）」

附表 4 第 1(n) 段（業主契諾）

「(n) 任何業主不得作出或准許或容忍作出任何行為或事情，致使就發展項目、該土地或保險適用範圍所投購的任何保險成為無效或可予撤銷，或致使任何該等保險的保費增加。倘任何業主違反本契諾，除因此招致的任何其他法律責任外，該業主須就因該違反行為或由於該違反行為而引致的任何保費增幅負責。」

附表 5 第 C 部分第 17 段（該等項目之管理開支）

「根據批地文件條款與場外範圍（直至其管有權交回政府為止）有關的所有開支。」

附表 6 第 2(a) 段（管理人權力）

「保險

(a) 為保險適用範圍及其所有部分投保並持續維持保險，以管理人的名義代表該土地及發展項目當其時的業主按其各自的權益向信譽卓著的保險公司投購保險，保額為管理人認為適當的款額，管理人須支付一切需要的保險費以保持該等保險生效。保險保障範圍應在合理情況下盡可能全面，尤其須按十足全新重置價值投保火災或其他風險所造成的損失或損毀之保險（除非業主立案法團另有指示），及投購第三者責任保

險、公共責任保險、為聘請專門管理該土地的僱員投購僱主責任保險、勞工補償保險。」

附表 6 第 4 段（管理人權力）

「防止侵蝕

在可能範圍內防止任何垃圾或其他物質從發展項目被棄置、沖刷、侵蝕或掉落至任何公共道路或任何路旁暗渠、污水渠、渠道、明渠或其他政府財產的任何部分，並從其中移除任何該等物質，以及確保不會因管理人按本公契規定進行的任何保養或其他工程，而對政府財產任何部分或位於該土地或場外範圍、其下、其上或毗鄰之任何渠道、水道、河道、水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置造成損毀，並修復任何該等損毀。」

附表 6 第 22 段（管理人權力）

「邊界外的事宜

就場外範圍（於其未有根據批地文件條款交回政府的情況下）執行及履行批地文件條款、法律或對其投購保險的保險公司要求或管理人認為就履行及遵守批地文件條款、法律或該等保險公司的規定而言屬適當的一切行為、活動及工程。」

撥出私人地方供公眾使用的契據

不適用

C. 黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍

批地文件

特別條款 A 部第 (14) 條

「(a) 承授人將於批地文件日期該日被給予在批地文件夾附的 "PLAN I" 並以黃色間黑斜線顯示的範圍（下統稱「黃色間黑斜線範圍」）以及在批地文件夾附的 "PLAN I" 並以黃色間黑斜線與綠斜線顯示的範圍（下統稱「黃色間黑斜線與綠斜線範圍」）的管有權。承授人須於政府向其發出不少於一個曆月的事先書面通知作出要求時，將署長可全權酌情指明或要求之黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分交回政府；而在任何情況下，如署長就上述黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分發出要求交回佔用權之通知，並在該等通知內指明交回日期，則該等部分即視為由承授人於該通知所指明之日期交回政府，惟政府並無義務必然要求交回黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分，但可於其認為適當時提出該等要求。

(b) (i) 承授人確認於批地文件的日期，在黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍有現存構築物（該等現存建築物及構築物下統稱「黃色間黑斜線範圍構築物」）。

(ii) 在署長要求時承授人須自費於黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍建設圍欄，及於黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍內署長全權酌情要求的位置興建街燈、柵欄或其他構築物。

(iii) 承授人須在其管有黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分期間，自費清潔、維護、管理、保養及維修其管有黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分、黃色間黑斜線範圍構築物及按本特別條款第 (b)(ii) 條於其上之所有構築物，使其處於良好和修繕妥當的狀態，致使署長在各方面滿意，直至整個黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍之管有權按照本特別條款第 (a) 條交回政府。若承授人已根據本特別條款第 (a) 條交回黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍之部分佔用權，則承授人於本特別條款第 (b)(iii) 條下之責任，應被理解為適用於尚未根據本特別條款第 (a) 條交回政府之黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍的其餘部分。承授人不得在黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分內放置或允許或容許放置任何瓦礫、物件或任何性質的物料，並須確保該等黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍不存在該等瓦礫、物件或物料。

(c) 若承授人未能履行本特別條款第 (b) 條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。

(d) 未經署長事先書面同意，承授人不得使用黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分作儲存用途或任何臨時構築物之建造或任何除進行本特別條款 (b) 條及批地文件特別條款此 A 部第 (18)(d) 條指明之工程外之用途。

(e) 承授人須在其管有黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分期間的所有合理時間內：

(i) 允許政府、署長、其官員、承辦商、代理、工人及任何獲署長授權人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費並不受限制進出往返及穿越該地段、黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分，以便視察、檢查及監督任何須按本特別條款 (b) 條及批地文件特別條款此 A 部第 (18)(d) 條進行的工程，及進行、視察、檢查及監督根據本

特別條款(c)條進行的工程及任何其他署長認為有需要在黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分內進行的工程；

- (ii) 允許政府及獲政府授權的相關公共事業公司(可連同或不連同工具、設備、機器、機械或汽車)應其要求免費並不受限制進出往返及穿越該地段、黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分，以供其在黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分之內、之上或之下進行任何工程，包括但不限於鋪設及於其後保養管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體(如有)及其他服務而所需的附屬設備。承授人須就有關任何上述於黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分內進行之工程之所有事宜與政府及政府授權的有關公共事業公司通力合作；及
- (iii) 允許水務監督官員及其可授權之其他人士(可連同或不連同工具、設備、機器、機械或汽車)應其要求免費並不受限制進出往返及穿越該地段、黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分，以進行任何與黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍或其任何部分內之水務設施之操作、保養、維修、更換及改動有關的工程。
- (f) 就對承授人或任何其他人所造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(b)條的責任或因政府、署長、其官員、承辦商、代理、工人、水務監督官員或獲政府授權的相關公共事業公司或任何其他按本特別條款第(e)條獲授權的人士行使或不行使本特別條款第(e)條的權利而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (g) 承授人須就因承授人履行或不履行本特別條款第(b)條的責任或因政府、署長、其官員、承辦商、代理、工人、水務監督官員或獲政府授權的相關公共事業公司或任何其他按本特別條款第(e)條獲授權的人士行使或不行使本特別條款第(e)條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。」

特別條款 A 部第(16)條

「未經署長事先書面許可，不得移除或干擾該地段或其毗鄰包括黃色間黑斜線範圍所生長的樹木；署長於給予許可時可就移植、

補償性環境美化或重新栽種施加其認為合適之條件。」

特別條款 A 部第(18)條

- 「(a) 承授人確認於批地文件日期，在該地段內在批地文件夾附的"PLAN I"並以粉紅色間黑斜線顯示及以粉紅色間黑斜線與綠斜線的範圍之部分及綠色範圍內，有一條現存雨水渠(下稱「現存雨水渠」)，其大約位置及走線在批地文件夾附的"PLAN I"以藍線顯示(僅供識別用途)。除本特別條款第(d)條及第(e)條的規定外，承授人不得干擾、阻塞、移除或遷移現存雨水渠或其任何部分，或允許或容許現存雨水渠或其任何部分遭干擾、阻塞、移除或遷移。
- (b) 在不影響特別條款此A部分第(3)(a)條及一般條款第2條的原則下，承授人須被視為已對該地段於批地文件日期的現有狀態和狀況感到滿意並已接受，並同意該地段受制於現存雨水渠之存在，以及承授人不得就此向政府提出任何反對或申索。
- (c) 除非事先獲得渠務署署長的書面批准並受其可能施加的條款及條件規限：
 - (i) 不得在該地段內在批地文件夾附的"PLAN I"並以粉紅色間黑斜線與綠斜線顯示的範圍之部分及黃色間黑斜線與綠斜線範圍並在批地文件夾附的"PLAN I"上標示為「7m D.R.」的範圍(下統稱「渠務專用範圍」)之上、之上方、之下、上面、下面或之內建造、興建或放置任何建築物、構築物或任何建築物或構築物的支撐物(特別條款C部分第(12)(a)條所定義的行人通道、圍牆及圍欄除外)，亦不得在渠務專用範圍內放置或存放任何性質的物料或物件；及
 - (ii) 不得在渠務專用範圍內種植樹木及進行地盤平整工程，就批地文件各項條款而言，「地盤平整工程」按《建築物條例》定義。
- (d) 在不影響特別條款此A部分第(28)條及第(29)條的原則下，承授人可在根據本特別條款第(e)條取得渠務署署長事先書面批准後，自費並在各方面致使渠務署署長滿意地進行工程，以移除或廢棄整段現存雨水渠，或將整段現存雨水渠改道至該地段外的一個或多個位置，以渠務署署長可能批准或要求的物料、標準、規格及設計(移除、廢棄或改道整段現存雨水渠的工程下統稱「改道工程」)，惟承授人必須按本特別條款第(e)條經渠務署署長批准的建議書及以良好工藝方式進行改道工程，致使渠務署署長在各方面滿意。
- (e) 在展開改道工程之前，承授人須自費向渠務署署長呈交或促使向渠務署署長呈交改道工程的建議書以供其書面批准。承授人不得進行改道工程，直至渠務署署長已就該建議書給予

書面批准為止。

- (f) 改道工程完成後，承授人須自費保養作為改道工程一部分而建造或興建的所有渠道(包括但不限於雨水渠)、集水井、暗渠或連蓋沙井及其他構築物(下統稱「經改道雨水渠」)，使其處於良好和修繕妥當的狀態，並在各方面致使渠務署署長滿意，直至經改道雨水渠已由承授人按本特別條款第(g)條移交予政府為止。
- (g) 經改道雨水渠須由承授人須應政府要求後免費交回政府，無論如何，若署長發出信件表示批地文件各項條款已妥為履行令其滿意，經改道雨水渠即被視為已於發信當天被承授人免費移交予政府。
- (h) 如整段現存雨水渠已完全移除或從該地段改道或已廢棄並在各方面致使渠務署署長滿意，渠務專用範圍即告終止存在，其後承授人根據本特別條款享有的權利及承擔的義務即告絕對終止及解除。
- (i) 若承授人未能履行本特別條款第(f)條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
- (j) 承授人須在批地文件年期內的所有時間允許政府、渠務署署長、其官員、承辦商、代理及工人以及任何獲渠務署署長授權的人士(可連同或不連同工具、設備、機器、機械或汽車)有權免費自由並不受限制進出往返及穿越該地段及其任何部分、渠務專用範圍、黃色間黑斜線範圍及綠色範圍，以便：
 - (i) 在改道工程完成前視察、運作、保養及維修現存雨水；
 - (ii) 視察、檢查及監督改道工程及按本特別條款第(d)條及第(f)條進行的任何工程；
 - (iii) 進行、視察、檢查及監督本特別條款第(i)條所規定的工程；及
 - (iv) 在經改道雨水渠揭按本特別條款第(g)條移交予政府後，視察、運作、保養、維修、更新、拆除、移除及更換經改道雨水，以及進行渠務署署長可能認為對經改道雨水渠有必要進行的任何其他工程。
- (k) 就對承授人或任何其他人所造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因現存雨水渠之存在及使用、因承授人進行之改道工程、因承授人履行或不履行本特別條款第(d)條、第(e)條及第(f)條的責任，或因政

府、渠務署署長、其官員、承辦商、代理、工人或任何獲渠務署署長授權的人士行使或不行使本特別條款第(j)條的權利，而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

- (l) 承授人須就因現存雨水渠之存在及使用、因承授人進行之改造工程、因承授人履行或不履行本特別條款第(d)條、第(e)條及第(f)條的責任，或因政府行使或不行使本特別條款第(i)條的權利，或因政府、渠務署署長、其官員、承辦商、代理、工人或任何獲渠務署署長授權的人士行使或不行使本特別條款第(j)條的權利，而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。」

特別條款A部分第(28)條

「批地文件特別條款A部分第(28)條規定，承授人須於所有時候，尤其是當進行建造、保養、翻新或維修工程（下統稱「該等工程」）時，採取或安排採取所有恰當及足夠的謹慎、技巧及預防措施，以免對處於或行經該地段、綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分之上、之下或旁邊的任何政府或其他現存排水渠（包括現存雨水渠及經改道雨水渠（如有））、水道或河道、水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置（下統稱「該等服務」）造成任何損壞、干擾或阻礙。承授人須於進行任何該等工程前進行或安排進行所需的恰當搜索及勘查，以查明該等服務之現行位置及水平，並須就如何處理任何或會受該等工程影響之該等服務向署長提交書面建議書供其就各方面批准，且不得在署長就該等工程及上述建議書發出書面批准之前進行任何工程。承授人須遵行及自費達成署長於發出上述批准時就該等服務所施加的任何要求，包括任何有需要的改道、重鋪或還原工程之費用。承授人須自費在各方面維修、修復及還原所有因該等工程對該地段、綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分或任何該等服務所造成，或以任何方式引致的損壞、干擾或阻礙，致使署長滿意（溝渠、污水渠、雨水渠（包括現存雨水渠及經改道雨水渠（如有））或水管除外，其之修復將由署長進行，除非署長另有決定，而承授人須應要求向政府繳付上述工程之費用）。若承授人未有對該地段、綠色範圍、黃色範圍、黃色間黑斜線範圍、黃色間黑斜線與綠斜線範圍或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修復及還原工程致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修復及還原工程，而承授人須應要求向政府繳付上述工程之費用。」

公契

見「黃色範圍」的條款。

撥出私人地方供公眾使用的契據

不適用

D. 行人通道

批地文件

特別條款C部第(12)條

「(a) 受制於批地文件特別條款此C部第(3)條，承授人須於 2029 年 12 月 31 日或之前，自費並致使署長在各方面滿意的情況下，以署長批准的方式和物料，按署長批准或要求的標準、高度及設計在批地文件夾附的"PLAN I"並以粉紅色間黑斜線顯示的範圍及以粉紅色間黑斜線與綠斜線顯示的範圍（下統稱「行人通道」）之上及沿途作環境美化、鋪設、塑造、興建及鋪砌行人通道並設置照明裝置。

(b) 按本特別條款第(a)條行人通道建完工後，承授人須在整個批地文件年期內，日間及夜間的所有時間，並按照署長可能施加的任何規定，容許所有公眾人士為一切合法目的，免費徒步或使用輪椅在行人通道上、沿行人通道、往來、經過及穿越行人通道。

(c) 茲現明確同意、聲明及規定，通過施加本特別條款第(b)條所載之承授人責任，承授人並無意劃出而政府亦無同意劃出將行人通道或其任何部分撥歸作公眾通行用途。

(d) 茲現明確同意及聲明，儘管本特別條款(b)條已訂明承授人的責任，亦不可預期根據《建築物(規劃)規例》第22(1)條規例、其任何修訂或取代條文（下稱「《建築物(規劃)規例》」）或其他規例獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免生疑問，承授人現明確放棄一切與額外上蓋面積或地積比率有關，或旨在就《建築物(規劃)規例》第22(1)條下任何守寬免或權利而提出之所有主張。

(e) 除本特別條款第(a)條另有規定外，未得署長事先書面批准，承授人不得在行人通道或其任何部分上或之內擺放、允許或容許擺放任何貨物、商品、存貨、手推車或任何性質之其他物品。倘若任何該等貨物、商品、存貨、手推車或其他物品在未獲署長事先書面批准的情況下被擺放在行人通道上或之內，則在不影響政府根據批地文件各項條款所享有之任何其他權利的前提下，政府、署長或任何可代表政府行事之人士均有權代表政府作出安排，將該等貨物、商品、存貨、手推車或其他物品即時由行人通道立刻移走，由政府、署長或任何可代表政府行事之人士以其認為適當的方式移往其認為適當的其他地方，而承授人須在接獲要求時向政府支付由署長核證之政府就此而招致的一切成本及開支。

(f) 在根據本特別條款第(a)條行人通道建造完工後，承授人須於整個批地文件年期內，自費並致使署長在各方面滿意的情況下，妥善保養及管理該行人通道，使其保持良好、清潔及整潔的狀況，並保持行人通道維修良好及照明充足（署長就此的決定為最終決定並對承授人具約束力）。倘若行人通道未能妥善保養、未能保持良好狀況或照明不足，則政府、署長或任何可代表政府行事之人士，均有權作出安排，對該行人通道進行保養、修理及照明工程，而承授人須在接獲要求時，向政府支付由署長核證之有關費用及開支。

(g) 承授人須於整個批地文件年期內，隨時允許政府、署長或任何可代表政府行事之人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費並不受限制進出往返及穿越該地段（包括但不限於行人通道）及綠色範圍或其任何部分，以便視察、檢查及監督任何須按本特別條款第(a)條、第(e)條及第(f)條進行的工程，及進行、視察、檢查及監督根據本特別條款第(e)條及第(f)條進行的工程及任何其他署長認為有需要在行人通道或其任何部分內進行的工程。

(h) 就對承授人或任何其他人士造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)條、第(b)條、第(e)條、第(f)條及第(g)條的責任或因政府、署長或任何可代表政府行事之人士行使或不行使本特別條款第(e)條、第(f)條及第(g)條的權利而直接或間接引起或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

(i) 承授人須就因承授人履行或不履行本特別條款第(a)條、第(b)條、第(e)條、第(f)條及第(g)條的責任或因政府、署長或任何可代表政府行事之人士行使或不行使本特別條款第(e)條、第(f)條及第(g)條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

(j) 在不影響政府根據本特別條款對承授人所享有權利的前提下，公契（定義見特別條款此C部第(27)(a)(i)條）須載有以下效力之條文：

(i) 僅限於該地段上已建或擬建之建築物或其任何部分用作非工業用途（不包括私人住宅、政府設施（定義見特別條款此C部第(13)(a)條）、倉庫、酒店及加油站）之業主：

(I) 須負責行人通道的保養及管理費用；及

(II) 須就承授人按本特別條款第(e)條及第(f)條須向政府繳付的所有成本及開支承擔責任；及

(ii) 財政司司長法團（定義見特別條款此C部第(20)(a)條）作為政府設施（定義見特別條款此C部第(13)(a)條）之業主，及任何作私人住宅用途之建築物或其任何部分之業主，均無須負責支付或分擔下列事項：

(I) 任何行人通道的保養及管理費用；及

(II) 承授人按本特別條款第(e)條及第(f)條須向政府繳付的成本及開支。」

特別條款A部第(18)條

「(a) 承授人確認於批地文件日期，在該地段內在批地文件夾附的"PLAN I"並以粉紅色間黑斜線顯示及以粉紅色間黑斜線與綠斜線的範圍之部分及綠色範圍內有一條現存雨水渠（下稱「現存雨水渠」），其大約位置及走線在批地文件夾附的"PLAN I"以藍線顯示（僅供識別用途）。除本特別條款第(d)條及第(e)條的規定外，承授人不得干擾、阻塞、移除或遷移現存雨水渠或其任何部分，或允許或容許現存雨水渠或其任何部分遭干擾、阻塞、移除或遷移。

(b) 在不影響特別條款此A部分第(3)(a)條及一般條款第2條的原則下，承授人須被視為已對該地段於批地文件日期的現有狀態和狀況感到滿意並已接受，並同意該地段受制於現存雨水渠之存在，以及承授人不得就此向政府提出任何反對或申索。

(c) 除非事先獲得渠務署署長的書面批准並受其可能施加的條款及條件規限：

(i) 不得在該地段內在批地文件夾附的"PLAN I"並以粉紅色間黑斜線與綠斜線顯示的範圍之部分及黃色間黑斜線與綠斜線範圍並在批地文件夾附的"PLAN I"上標示為「7m D.R.」的範圍（下統稱「渠務專用範圍」）之上、之上方、之下、上面、下面或之內建造、興建或放置任何建築物、構築物或任何建築物或構築物的支撐物（特別條款C部分第(12)(a)條所定義的行人通道、圍牆及圍欄除外），亦不得在渠務專用範圍內放置或存放任何性質的物料或物件；及

(ii) 不得在渠務專用範圍內種植樹木及進行地盤平整工程，就批地文件各項條款而言，「地盤平整工程」按《建築物條例》定義。

(d) 在不影響特別條款此A部分第(28)條及第(29)條的原則下，承授人可在根據本特別條款第(e)條取得渠務署署長事先書面批准後，自費並在各方面致使渠務署署長滿意地進行工程，以移除或廢棄整段現存雨水渠，或將整段現存雨水渠改道至該地段外的一個或多個位置，以渠務署署長可能批准或

要求的物料、標準、規格及設計（移除、廢棄或改道整段現存雨水渠的工程下統稱「改道工程」），惟承授人必須按本特別條款第(e)條經渠務署署長批准的建議書及以良好工藝方式進行改道工程，致使渠務署署長在各方面滿意。

(e) 在展開改道工程之前，承授人須自費向渠務署署長呈交或促使向渠務署署長呈交改道工程的建議書以供其書面批准。承授人不得進行改道工程，直至渠務署署長已就該建議書給予書面批准為止。

(f) 改道工程完成後，承授人須自費保養作為改道工程一部分而建造或興建的所有渠道（包括但不限於雨水渠）、集水井、暗渠或連蓋沙井及其他構築物（下統稱「經改道雨水渠」），使其處於良好和修繕妥當的狀態，並在各方面致使渠務署署長滿意，直至經改道雨水渠已由承授人按本特別條款第(g)條移交予政府為止。

(g) 經改道雨水渠須由承授人須應政府要求後免費移交予政府，無論如何，若署長發出信件表示批地文件各項條款已妥為履行致使其滿意，經改道雨水渠即被視為已於發信當天被承授人免費移交予政府。

(h) 如整段現存雨水渠已完全移除或從該地段改道或已廢棄並在各方面致使渠務署署長滿意，渠務專用範圍即告終止存在，其後承授人根據本特別條款享有的權利及承擔的義務即告絕對終止及解除。

(i) 若承授人未能履行本特別條款第(f)條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。

(j) 承授人須在批地文件年期內的所有時間允許政府、渠務署署長、其官員、承辦商、代理及工人以及任何獲渠務署署長授權的人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費自由並不受限制進出往返及穿越該地段及其任何部分、渠務專用範圍、黃色間黑斜線範圍及綠色範圍，以便：

(i) 在改道工程完成前視察、運作、保養及維修現存雨水；

(ii) 視察、檢查及監督改道工程及按本特別條款第(d)條及第(f)條進行的任何工程；

(iii) 進行、視察、檢查及監督本特別條款第(i)條所規定的工程；及

(iv) 在經改道雨水渠揭按本特別條款第(g)條移交予政府

後，視察、運作、保養、維修、更新、拆除、移除及更換經改道雨水，以及進行渠務署署長可能認為對經改道雨水渠有必要進行的任何其他工程。

(k) 就對承授人或任何其他人士造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因現存雨水渠之存在及使用、因承授人進行之改道工程、因承授人履行或不履行本特別條款第(d)條、第(e)條及第(f)條的責任，或因政府、渠務署署長、其官員、承辦商、代理、工人或任何獲渠務署署長授權的人士行使或不行使本特別條款第(j)條的權利，而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

(l) 承授人須就因現存雨水渠之存在及使用、因承授人進行之改道工程、因承授人履行或不履行本特別條款第(d)條、第(e)條及第(f)條的責任，或因政府行使或不行使本特別條款第(i)條的權利，或因政府、渠務署署長、其官員、承辦商、代理、工人或任何獲渠務署署長授權的人士行使或不行使本特別條款第(j)條的權利，而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。」

公契

附表 12 第 A 部分（定義）

「**行人通道**」指批地文件特別條款C部第(12)(a)條所指之「行人通道」，該通道在圖則或任何其後期數分公契圖則上以紅色間黑斜線顯示的範圍作識別用途。

「**商業設施**」指發展項目之非住宅單位，在圖則上以紅色及紅色間黑色斜線顯示的範圍作識別用途（本定義中統稱為「指定範圍」），不分割份數已分配予該單位，其業主有權專用、享用及管有該單位，該詞語應包括：

...

(i) 行人通道；及

...」

附表 8 第 11 段（環保及創新特色及其他特色）

「行人通道

(a) 僅限於該土地上已建或擬建之建築物或其任何部分用作非工業用途（不包括私人住宅、政府設施、倉庫、酒店及加油

站)之業主： (i) 須負責行人通道的保養及管理費用；及 (ii) 須就承授人(定義見批地文件條款)按批地文件特別條款C部第(12)(e)條及第(12)(f)條須向政府繳付的所有成本及開支承擔責任；及 (b) 財政司司長法團作為政府設施之業主，及任何作私人住宅用途之建築物或其任何部分之業主，均毋須負責支付或分擔下列項目： (i) 任何行人通道的保養及管理費用；及 (ii) 承授人(定義見批地文件條款)按批地文件特別條款C部第(12)(e)條及第(12)(f)條須向政府繳付的成本及開支。」	(II) 承授人按本特別條款第(e)條及第(f)條須向政府繳付的成本及開支。」 特別條款C部第(13)條 「(a) 承授人須自費並在各方面致使署長滿意地於該地段內，以良好工藝方式並按在批地文件所夾附的工程規格附表(下稱「工程規格附表」)及根據特別條款C部第(14)(a)條批准的圖則興建、建造及提供以下設施： (i) (I) 一所根據《安老院條例》、其任何附屬規例及任何修訂法例所定義之安老院，淨作業樓面面積不少於1,353.5平方米；及 (II) 一個供本特別條款第(a)(i)(I)條所述安老院專用的停車位，闊3米、長8米，最低淨空高度為3.3米，供根據《道路交通條例》、其任何附屬規例及任何修訂法例(下稱「《道路交通條例》」)獲發牌的私家小巴停泊之用，以配合本特別條款第(a)(i)(I)條所述安老院的運作及其真實賓客、訪客或受邀者使用	決定(其決定為最終決定並對承授人具約束力)的任何其他專用範圍、設施、設備及裝置，下統稱為「政府設施」)。就批地文件各項條款而言，「私家小巴」、「汽車」及「的士」須根據《道路交通條例》定義。 (b) 政府現保留權利可隨時按其絕對酌情權更改或改變政府設施或其任何部分的用途。」 特別條款C部第(14)條 「(a) (i) 承授人須向署長呈交或促使向署長呈交政府設施的圖則以供其書面批准，該等圖則須包括政府設施的高度、位置及設計的詳情，及署長可能要求的任何其他詳情。 (ii) 政府設施的圖則一經批准，承授人不得對其作出任何修訂、變動、改動、變更或替代，除非事先取得署長的書面批准或按署長的要求作出。 (iii) 根據本特別條款第(a)(i)條批准的政府設施圖則，須被視為包含其後根據本特別條款第(a)(ii)條經署長批准或由署長要求作出的任何修訂、變動、改動、變更或替代。 (b) 該地段上不得展開任何建築工程(地盤平整工程、移除工程及改道工程除外)，直至政府設施的圖則已根據本特別條款第(a)條獲署長批准為止。」
撥出私人地方供公眾使用的契據		
不適用		
E. 政府設施		
批地文件		
特別條款C部第(12)條		
「(j) 在不影響政府根據本特別條款對承授人所享有權利的前提下，公契(定義見特別條款此C部第(27)(a)(i)條)須載有以下效力之條文： (i) 僅限於該地段上已建或擬建之建築物或其任何部分用作非工業用途(不包括私人住宅、政府設施(定義見特別條款此C部第(13)(a)條)、倉庫、酒店及加油站)之業主： (I) 須負責行人通道的保養及管理費用；及 (II) 須就承授人按本特別條款第(e)條及第(f)條須向政府繳付的所有成本及開支承擔責任；及 (ii) 財政司司長法團(定義見特別條款此C部第(20)(a)條)作為政府設施(定義見特別條款此C部第(13)(a)條)之業主，及任何作私人住宅用途之建築物或其任何部分之業主，均無須負責支付或分擔下列事項： (I) 任何行人通道的保養及管理費用；及	(下統稱為「安老院」)，須於2029年12月31日或之前完成至適宜佔用及運作； (ii) (I) 一所長者日間護理中心，淨作業樓面面積不少於358.2平方米；及 (II) 三個供本特別條款第(a)(ii)(I)條所述長者日間護理中心專用的停車位，每個闊3米、長8米，最低淨空高度為3.3米，供根據《道路交通條例》獲發牌的私家小巴停泊之用，以配合本特別條款第(a)(ii)(I)條所述長者日間護理中心的運作及其真實賓客、訪客或受邀者使用 (下統稱為「長者日間護理中心」)，須於2029年12月31日或之前完成至適宜佔用及運作； (iii) 一所長者鄰舍中心，淨作業樓面面積不少於302.8平方米(下稱「長者鄰舍中心」)，須於2029年12月31日或之前至適宜佔用及運作；及 (iv) 一個上落客位，闊3米、長9米，最低淨空高度為3.8米，供汽車包括的士、救護車及私家小巴上落乘客之用，供安老院及長者日間護理中心共同使用及配合其運作(下稱「上落客位」)，須於2029年12月31日或之前完成至適宜佔用及運作 (本特別條款第(a)條所述的設施連同署長可按其絕對酌情權	特別條款C部第(15)條 「(a) 署長有權按其絕對酌情權認為適當的方式，對工程規格附表作出修訂、變動、改動、變更或替代。 (b) 除非事先取得署長的書面批准，承授人不得對工程規格附表作出任何修訂、變動、改動、變更或替代。 (c) 署長根據本特別條款第(a)條作出的修訂、變動、改動、變更或替代，或承授人根據本特別條款第(b)條經署長批准作出的任何修訂、變動、改動、變更或替代，須被視為納入工程規格附表並構成其一部分。 (d) 若署長認為(其決定對承授人為最終及具約束力)工程規格附表與批地文件各項條款之間存在任何不一致之處，概以批地文件各項條款為準。」 特別條款C部第(22)條 「署長有權在根據特別條款此C部第(20)條轉讓政府設施或其任何部分之前的任何時間，要求交回政府設施或按署長所要求的部分

之空置管有權，而該交回部分須已根據特別條款此C部第(19)(b)條發出完工證明書，承授人須在接獲該要求後，按署長認為適當的條款及條件，將有關部分交回政府專用、佔用及營運。」

特別條款C部第(23)條

- 「(a) 在不損害特別條款此C部第(24)條的原則下，承授人須在維修責任期（定義見特別條款此C部第(24)(a)(ii)條）屆滿前的所有時間內，自費保養政府設施及其屋宇裝備裝置，使其處於良好的狀況，致使署長在各方面滿意。
- (b) 就本特別條款而言，「承授人」一詞不包括其承讓人，但包括特別條款A部第(20)條所指的受讓人。」

特別條款C部第(24)條

- 「(a) 承授人須就因政府設施及其屋宇裝備裝置中之任何缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動及程序，不論如何產生，彌償政府及財政司司長法團並使其維持獲彌償：
- (i) 該等缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程可能於承授人交回安老院、長者日間護理中心、長者鄰舍中心及上落客位或其任何部分連同其任何其他專用範圍、設施、設備及裝置的管有權之各相關交回日期時仍存在；及
- (ii) 該等缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程在承授人交回安老院、長者日間護理中心、長者鄰舍中心及上落客位或其任何部分連同其任何其他專用範圍、設施、設備及裝置的管有權之各相關交回日期後365天期間內（下稱「維修責任期」）發生或變得明顯。
- (b) 承授人須按署長或財政司司長法團或兩者的要求，自費並在署長或財政司司長法團或兩者可能指明的時間內及按其可能指明的標準及方式，進行所有保養、維修、修訂、重建及糾正工程，以及為補救及糾正在任何維修責任期內發生或變得明顯的政府設施或其任何部分及其屋宇裝備裝置中的任何缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）而可能需要進行的任何其他工程。除上述者外，承授人須自費並在署長或財政司司長法團或兩者可能指明的時間內及按其可能指明的標準及方式，修補及糾正在承授人交回政府設施或其任何部分及其屋宇裝備裝置的管有權的各相關交回日期時可能存在的任何缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）。

- (c) 署長或財政司司長法團或兩者將於每段維修責任期屆滿前不久，就政府設施的相關部分及其屋宇裝備裝置進行視察，以識別可能明顯存在的任何缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）。署長及財政司司長法團各自保留權利於每段維修責任期屆滿後14天內向承授人送達一份或多份缺陷列表，列明在政府設施的相關部分及其屋宇裝備裝置中可能明顯存在的任何缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面），承授人須自費並在署長或財政司司長法團或兩者可能指明的時間內及按其可能指明的標準及方式，促使進行所有必需工程以補救及糾正有關缺陷、失修、瑕疵、故障、失靈或任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）。
- (d) 若承授人未能進行本特別條款第(b)條及第(c)條所述的任何工程，則該等工程可由政府或財政司司長法團或兩者進行，而政府或財政司司長法團或兩者就此招致的所有成本及費用（經署長核證，其決定為最終決定並對承授人具約束力）連同相等於所涉成本及費用20%的款項作為行政費用，須由承授人在接獲要求時支付，惟政府或財政司司長法團或兩者有權從保證金（定義見本特別條款第(e)條）中扣除承授人根據本特別條款第(d)條欠付政府或財政司司長法團或兩者的成本、支出及費用，倘若保證金（定義見本特別條款第(e)條）不足以支付承授人欠付的所有成本、支出及費用，差額須由承授人在接獲要求時支付。
- (e) 承授人須在根據特別條款此C部第(20)條轉讓政府設施或其任何部分時，同時向政府存放港幣10,810,000.00元（下稱「保證金」）。在符合本特別條款第(d)條的但書下，保證金須於與政府設施之安老院、長者日間護理中心、長者鄰舍中心及上落客位或其任何部分及其屋宇裝備裝置有關的每段維修責任期屆滿時，及在承授人已致使署長或財政司司長法團或兩者滿意地完成所有保養、維修、修訂、重建及糾正工程，以及署長或財政司司長法團或兩者所要求的任何其他未完成工程（不論是否關乎造工、材料、設計或其他方面）後，退還予承授人（現明確聲明及同意，該保證金或其任何部分概不用支付利息）。
- (f) 就本特別條款而言，「承授人」一詞不包括其承讓人，但包括特別條款A部第(20)條所指的受讓人。」

特別條款C部第(25)條

「承授人須自費並在實際可行範圍內盡快但不遲於承授人交回政府設施之安老院、長者日間護理中心、長者鄰舍中心及上落客位或其任何部分連同其任何其他專用範圍、設施、設備及裝置的管有權的各相關交回日期起計8星期內，按照工程規格附表的規定向署長提供與此相關的所有文件、圖則及資料。」

特別條款C部第(26)條

- 「(a) 承授人須在整個批地文件年期內自費但受特別條款C部第(27)(a)(ii)(I)條所述財政司司長法團的任何分擔約束，並在各方面致使署長滿意地維修保養以下項目（下稱「該等項目」）：
- (i) 政府設施外牆面飾及其中、外、內、上或下的所有牆、柱、樑、天花、天台樓板、車道或地台樓板的結構及其他結構元素；
- (ii) 所有為政府設施及該地段上發展項目其餘部分提供服務的升降機、扶手電梯及樓梯；
- (iii) 所有構成為政府設施及該地段上發展項目其餘部分提供服務的系統一部分的屋宇裝備裝置、機器及設備（包括但不限於便攜式及非便攜式消防裝置設備）；
- (iv) 政府設施下所有結構樓板連同其內及其下的排水系統；及
- (v) 所有其他為政府設施及該地段上發展項目其餘部分提供服務的公用部分及設施。
- (b) 承授人須就因承授人未能保養該等項目而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及財政司司長法團並使其維持獲彌償。
- (c) 就本特別條款而言，「承授人」一詞不包括財政司司長法團。」

特別條款C部第(37)條

「承授人在提供特別條款此C部第(13)條、第(30)條、第(31)條及第(36)條所規定的停車位時，不得使用或採用任何機械泊車系統。特別條款此C部分第(13)條、第(30)條、第(31)條及第(36)條所規定的停車位，不得提供任何形式或類型的機械泊車系統。就本特別條款而言，署長就何謂機械泊車系統的決定為最終決定並對承授人具約束力。」

特別條款C部第(39)條

- 「(a) 承授人須自費向署長存放並向運輸署署長呈交經運輸署署長批准的一份或多份圖則（包括經批准公眾停車場布局圖），標示根據特別條款此C部第(13)(a)(i)(II)條、第(13)(a)(ii)(II)條及第(13)(a)(iv)條、特別條款此C部第(30)條及第(31)條（可根據特別條款此C部第(32)條分別作出變更）以及特別條款此C部第(36)條，在該地段內提供的所有停車位、上落貨停

車位及上落客位的布局，以及根據特別條款此C部第(40)(a)(i)條在該地段內指定提供泊車位資訊（定義見特別條款此C部第(40)(a)(i)條）而標示之停車位，或該等圖則經認可人士（定義見《建築物條例》）核證的副本（下稱「停車場布局圖」）。未經運輸署署長事先書面批准，不得對停車場布局圖作出任何修訂、變動、改動、變更或替代。

(b) 受制於特別條款此C部第(13)(b)條，停車場布局圖上所標示之停車位、上落貨停車位及上落客位，不得用於特別條款此C部第(13)(a)(i)(II)條、第(13)(a)(ii)(II)條、第(13)(a)(iv)條、第(30)條、第(31)條及(36)條分別訂明的用途以外之任何用途。承授人須按停車場布局圖保養所有於其上標示之停車位、上落貨停車位、上落客位及其他範圍，包括但不限於升降機、樓梯平台及運轉與流轉區域。

(c) 除停車場布局圖上所標示之停車位外，該地段或其上任何建築物或構築物的任何部分，不得用於特別條款此C部第(13)(a)(i)(II)條、第(13)(a)(ii)(II)條、第(13)(a)(iv)條、第(30)條、第(31)條及第(36)條分別訂明的汽車停泊、上落貨及上落客用途。」

公契

附表12第A部分（定義）

「FSI」指財政司司長法團，即根據及憑藉《財政司司長法團條例》（香港法例第1015章）成立的單一法團；「FSI」一詞指FSI作為政府設施業主的身分，如文意允許亦指作為政府設施業主的財政司司長法團之繼承人及承讓人。

「政府設施」指：

- (a) 一所根據《安老院條例》（香港法例第459章）、其任何附屬規例及任何修訂法例所定義之安老院（「安老院」）；
- (b) 一個停車位供根據《道路交通條例》（香港法例第374章）、其任何附屬規例及任何修訂法例獲發牌的私家小巴停泊，與安老院的運作有關及其真實賓客、訪客或受邀者使用；
- (c) 一所長者日間護理中心（「長者日間護理中心」）；
- (d) 三個停車位供根據《道路交通條例》（香港法例第374章）、其任何附屬規例及任何修訂法例獲發牌的私家小巴停泊，與長者日間護理中心的運作有關及其真實賓客、訪客或受邀者使用；
- (e) 一所長者鄰舍中心；及
- (f) 一個上落客位供汽車（包括的士、救護車及私家小巴）上落

乘客之用，供安老院及長者日間護理中心共同使用及與其運作有關

根據批地文件特別條款C部第(13)(a)條興建、建造及提供政府設施在發展項目第7期之其後期數分公契之其後期數分公契圖則上以灰色顯示的範圍作識別用途，連同地政總署署長可以其絕對酌情權決定（其決定為最終決定並對業主具約束力）的任何其他專用範圍、設施、設備及裝置。

「政府設施保養開支」指管理人按第4.17條應政府設施業主要求，為專供政府設施使用之服務、設施及裝置進行保養而支付的所有費用。

「GPA」指香港九龍油麻地海庭道11號西九龍政府合署南座9樓政府產業署之政府產業署署長；並包括其繼承人及在任何時間及不時接管及／或替換及／或承擔及／或行使政府產業署署長的全部或部分職能或職責的任何其他官員或政府部門或任何政府或行政機關（不論其擔任任何職銜或職位）；

「該等項目」指批地文件特別條款C部第(26)(a)條所述的項目，即：

- (a) 政府設施外牆面飾及其中、外、內、上或下的所有牆、柱、樑、天花、天台樓板、車道或地台樓板的結構及其他結構元素；
- (b) 所有為政府設施及發展項目其餘部分提供服務的升降機、扶手電梯及樓梯；
- (c) 所有構成為政府設施及發展項目其餘部分提供服務的系統一部分的屋宇裝備裝置、機器及設備（包括但不限於便攜式及非便攜式消防裝置設備）；
- (d) 政府設施下所有結構樓板連同其內及其下的排水系統；及
- (e) 所有其他為政府設施及發展項目其餘部分提供服務的公用部分及設施。

「管理開支」指於第5.1條較詳細地描述的管理開支，但不包括政府設施保養開支。」

第4.16條

「管理人權力有關FSI的限制

即使本公契有任何規定：

4.16.1 管理人於按公契行使權力及履行職責時須受制於FSI的權利及特權，且不得以任何方式對本公契及批地文件保

留給FSI的權利、地役權和特權有不利影響或造成損害；

4.16.2 管理人不得在與政府的任何事務往來中代表FSI或GPA；及

4.16.3 政府設施業主根據本公契有需要向管理人取得的任何同意不得被不合理拒絕發出及須免費提供。」

第4.17條

「政府設施保養

政府設施業主須管理及保養政府設施。即使有上述規定，當政府設施業主要求，管理人須承擔供政府設施專用之服務、設施及裝置之保養責任，且將獲補還進行該等保養之開支，惟管理人於完成下列事項前不得進行該等保養：

4.17.1 呈交所涉開支的估算（連同證明文件及任何其他政府設施業主認為有需要的相關資料）；及

4.17.2 獲得政府設施業主就將進行的保養工程及預計保養開支的書面批准。」

第4.18條

「該等項目

管理人須管理及維修保養該等項目。業主（不包括政府設施業主）須就業主（不包括政府設施業主）及管理人未能管理及維修保養該等項目而直接或間接引起、產生、涉及或與之相關的任何及所有形式之一切責任、損害賠償、損失、開支、申索、成本、索求、費用、法律行動及程序，不論如何產生，彌償FSI及政府並使其維持獲彌償。」

第5.1條

「管理開支

管理開支須是按本公契規定管理發展項目及該土地所必要及合理招致的開支、費用和收費（包括（但不限於）附表5第C部分所列之該等項目但不包括任何政府設施保養開支。）」

第8.7條

「補還政府設施資本開支

即使本公契有任何規定，FSI須負責支付管理及維修費用以及補還就屬資本性質之開支（統稱「該等費用」），則該等費用應為：

8.7.1 由 GPA 或地政總署署長為此目的而指定的人，就實際服務或益及政府設施或由政府設施的業主、佔用人、其受僱人、承辦商、代理或訪客使用的地方、設施及服務及該等項目而釐訂，惟其責任不超過政府設施管理份數數目佔發展項目管理份數總數的比例；

8.7.2 在產生支付責任前，經 GPA 或地政總署署長為該目的指派的人士書面批准；及

8.7.3 由轉讓契日期或接管政府設施日期起支付，以較早者為準。」

第 8.8 條

「FSI 享有的豁免

即使本公契有任何規定及即使第 10.3(i) 條有任何規定，FSI 作為政府設施業主毋須支付以下款項：

8.8.1 管理費按金；

8.8.2 特別基金（包括任何資本性設備基金）按第 8.7 條補還之資本開支除外）；

8.8.3 保險費；

8.8.4 廢料清理費；

8.8.5 因逾期或未能繳交管理及保養費用而徵收的利息及罰款或催收費用或逾期付款或欠繳管理及保養費支付任何罰款；

8.8.6 按附表 6 第 20 段之裝修按金；

8.8.7 常用公用設施按金；

8.8.8 首次特別基金繳款；

8.8.9 預付款；

或類似性質的款項。」

第 9.3 條

「業主大會適用條文

9.3.11 除本公契另有規定外，在正式召開的業主大會上由親身出席作出表決或以代表代為表決的業主以簡單多數通過有關發展項目之任何事宜的決議將對全體業主有約束

力，惟：

...

(d) 任何業主大會決議不得對政府設施或其任何部分的使用、運作及保養有不利影響。」

第 10.2 條

「業主委員會會議

10.2.9 提交會議表決的決議須只以舉手方式決定。在該會議上以簡單多數票通過的任何決議對所有業主具約束力，惟：(a) 任何決議如旨在更改或修訂本公契的條文或在其他方面違反本公契，該決議無效；及(b) 任何業主委員會的決議不得對政府設施或其任何部分的使用、運作及保養有不利影響。

10.2.10 不論 FSI 是否業主委員會成員，FSI 作為政府設施業主有權出席業主委員會會議，所有業主委員會會議的通知、議程及會議記錄須以預付郵資郵寄或專人送遞方式免費寄送予 FSI，香港九龍油麻地海庭道 11 號西九龍政府合署南座 9 樓政府產業署之 GPA，或 FSI 書面提名的其他人士及地址。」

第 10.8 條

「政府設施業主出席會議的權利

政府設施業主有權出席業主委員會會議，而所有業主委員會會議的通知、議程及會議記錄須按第 8.9 條的形式免費發送給 FSI。」

第 11.3 條

「不得轉變公用地方及設施

11.3.2 除非獲得根據本公契召開業主大會之業主通過的決議批准，所有業主（包括第一業主）不可將其擁有地方轉變或指定為公用地方及設施，惟發展項目之任何部分指定為發展項目公用地方及設施之權利不可影響政府設施之正當使用及享用。所有業主（包括第一業主）及管理人不可將公用地方及設施再轉變或再指定為供其自用或受益。」

附表 2 第 A 部分第 1 段（業主的權利）

「每位擁有不可分割份數的業主連同全權及專有權利持有、使用、佔用及享用發展項目任何部分可享有以下權利及特權之權益（與所有享有相同權利及特權的人士共同享有），但須受批地文件、本公契、屋苑規則及本公契規定的管理人、FSI 作為政府設

施業主及第一業主的權利約束：-

1. 當其時的業主、其租客、僱人、代理、合法佔用人、特許持有人、真實賓客、訪客及受邀者，就其單位的適當使用及享用的所有相關目的，全權及自由進出往返或穿越公用地方及設施之上及使用公用地方及設施，惟：

...

(c) (v) 政府設施業主及其租客、特許持有人及受邀者，可隨同或不隨同測量師、工人及其他人士，可連同或不連同機器、設備及物料亦可連同或不連同車輛，在所有時間自由及毋須支付任何性質的款項進出往返及穿越停車場公用地方及設施（包括但不限於構成其一部分的行人道），以便往來或保養或維修任何服務政府設施之設施或管道；

...」

附表 2 第 A 部分第 4 段（業主的權利）

「任何業主可隨同或不隨同代理、測量師、工人、承辦商及其他人士，可連同或不連車輛、機器、設備、物料及機械，有權在所有合理時間，在獲得相關業主的同意後（緊急情況除外）進入發展項目的其他部分，以便於其單位進行保養及維修工程包括服務該單位之的任何管道（該工程並非屬本公契規定管理人的責任，且實際上不能在沒有該通行權的情況下進行）；惟前提是業主行使該權利時須盡量減少干擾，並須就其本人、其僱員、承辦商等就該進入而作出的疏忽、蓄意或刑事行為承擔法律責任，並須即時修復因此造成的任何損壞；另前提是如該權利是針對政府設施而行使，須事先獲得政府設施業主的批准（緊急情況除外），業主行使該權利須承擔因對政府設施造成的任何損壞而招致的所有費用及開支。」

附表 3 第 B 部分第 4 段（部分業主的額外權利）

「儘管本公契或任何其後期數分公契條文包含任何規定，FSI、其承租人、租客、特許持有人及獲 FSI 授權的人士以及政府設施的業主或佔用人，須享有本附表第 F 部分列明的額外權利。該等權利以及 FSI、其承租人、租客、特許持有人及獲 FSI 授權的人士以及政府設施的業主或佔用人根據本公契享有的所有其他權利、地役權及特權，毋須徵得任何其他業主、第一業主、管理人、業主立案法團或任何其他人士的許可、批准、同意或贊同。」

附表 3 第 B 部分第 5 段（部分業主的額外權利）

「儘管本公契條文有任何規定：

(a) 此附表 B 部分第 1、2 及 3 段賦予的額外權利將受制於 FSI

的權利及特權，且不得以任何方式對 FSI 於本公契及批地文件的權利、地役權及特權有不利影響或造成損害；

- (b) 所有業主（包括第一業主）不得在與政府的任何事務往來中處理直接影響政府設施的任何事宜時代表 FSI 或 GPA，而某一事宜是否直接影響政府設施將由 GPA 全權決定；及
- (c) 不得於政府設施外牆上安裝或加附煙囪、煙道、喉管或其他構築物或設施。」

附表 3 第 F 部分（政府設施業主的額外權利）

「1. 為政府設施取得遮蓋、支撐及保護的權利；

- 2. 在任何時間於現時或之後鋪設於或行經該土地任何部分或發展項目任何部分的明渠、污水渠、排水渠、煙道、管道、槽、水道、電纜、管道、電線及其他傳導媒介自由傳送及輸送氣體、電、水、污水、空調、電話及所有其他服務離開及到達政府設施的權利；

- 3. 於任何時候按其絕對酌情權自費更改、改道、改變、重鋪或修復任何專供政府設施或其任何部分享用的服務及設備（下稱「政府設施服務」）而毋須收取任何費用，亦毋須向業主（包括第一業主）或管理人取得批准或同意，惟在對政府設施服務進行該等工程時，須採取恰當及充足的謹慎及防範措施，以確保該土地內所有供發展項目除政府設施外的部分的服務及設備不受損害；

- 4. 往返穿越及使用該土地之任何公用地方及設施或發展項目之任何公用地方及設施作與正當使用及享用政府設施有關連的用途的權利，及使用和受益於該土地或發展項目之任何公用設施；

- 5. 於所有合理時間內不受限制進入該土地或發展項目的任何部分，可隨同或不隨同測量師、承辦商、工人及其他人士亦可連同或不連同工具、設備、機器、物料、機械或汽車，以對政府設施或其任何部分提供或進行保養、維修、加建及改動工程，及對政府設施服務或其任何部分進行保養、維修、改動、改道、變更、重鋪及復工程的權利；

- 6. 自由及不受干擾地按地政總署署長要求而進出政府設施或其任何部分的通行權；

- 7. 按 FSI 認為合適者，於政府設施或其任何部分的或其內的、其外圍的或其邊界上的牆壁、支柱和其他結構件上安裝、豎立、展示、陳列、保養、維修、移除及更新標誌及廣告的獨有權利，及為視察、安裝、豎立、展示、陳列、保養、維修、移除及更新該等標誌及廣告的目的自由及不受限制地進出該土地或發展項目的任何部分（可隨同或不隨同傭人、

承辦商、代理、工人及其他獲 FSI 授權之人士亦可連同或不連同工具、設備、機器、物料、機械或汽車）的權利；

- 8. 到達固定於政府設施的天台樓板、牆壁及其他結構件上或其上或其內的照明導管、該等消防設施、通風及其他服務、設備、裝置、固定附着物、輔助工程、機器及物料的權利；

- 9. 於政府設施或其任何部分的及其內、其周圍、其內部、其上及其下的牆、柱、樑、天花、天台樓板、車道或地台樓板及其他結構件上更改及新增專供政府設施或其任何部分使用及享用的服務的權利，及相關的自由及不受限制地進出該土地或發展項目的任何部分（可隨同或不隨同傭人、承辦商、代理、工人及其他獲 FSI 授權之人士亦可連同或不連同工具、設備、機器、物料、機械或汽車）的權利；

- 10. 地政總署署長認為必要或可取的其他權利、特權和地役權（如有）。」

附表 5 第 E 部分第 7 段（分擔管理開支的原則）

「儘管本公契條文有任何規定：

- (a) 除本第 7 段另有規定外，FSI 作為政府設施業主只須負責政府設施之保養與管理，但毋須負責該等項目或發展項目其餘部分之保養和管理；

- (b) FSI 作為政府設施業主須就直接服務及益及政府設施或為其佔用人、其傭人、承辦商、代理或訪客使用的地方、設施或服務及該等項目繳付管理及保養費用，惟：

(i) FSI 的責任：

(A) 由 GPA 或地政總署署長為該目的提名的人士決定；

(B) 在任何情況下，佔管理及保養費用的比例不超過政府設施管理份數數目佔發展項目管理份數總數的比例；及

(C) 只從政府設施的轉讓日期或接管日期開始，以較早者為準；及

(ii) FSI 並無責任支付任何管理及保養費用，除非及直至該等款項首先獲得 GPA 或獲地政總署署長為該目的提名的人士的書面批准；及

- (c) FSI 作為政府設施業主並無責任分擔管理開支或發展項目任何其他部分（不論是否公用地方或設施或該等項目）或所提供之設施或服務由 GPA 或獲地政總署署長為該目的提名的

人士認為並非直接服務或益及政府設施。」

附表 6 第 11 段（管理人權力）

「屋苑規則

- (a) 管理人可不時訂立或修訂屋苑規則及可在業主委員會成立前訂立屋苑規則。管理人可經業主委員會（如有）批准後修訂屋苑規則。屋苑規則及其任何修訂不得與本公契、法例或批地文件各項條款不一致或相違，或對政府設施的使用、運作及享用造成不利影響或干擾。」

附表 6 第 18 段（管理人權力）

「進入

在所有合理時間經合理通知後（緊急情況除外），可隨同或不隨同代理、測量師、工人、承辦商及其他人士亦可連同或不連同汽車、設備、機器、物料及機械進入任何業主的單位，以進出任何公用地方及設施（如該進出實際上不能在沒有該進入權的情況下取得）以進行發展項目必需之保養及維修，或消除確實或可能影響公用地方及設施或其他業主之任何危險或妨擾，惟：

...

- (c) 該權力如針對政府設施而行使，只可為保養及維修目的而行使，並須事先取得政府設施業主的批准方可進入政府設施（緊急情況除外），管理人須承擔因對政府設施造成的任何損壞而招致的所有費用及開支。」

附表 8 第 11 段（環保及創新特色及其他特色）

「行人通道

- (a) 僅限於該土地上已建或擬建之建築物或其任何部分用作非工業用途（不包括私人住宅、政府設施、倉庫、酒店及加油站）之業主：

(i) 須負責行人通道的保養及管理費用；及

(ii) 須就承授人（定義見批地文件條款）按批地文件特別條款 C 部第 (12)(e) 條及第 (12)(f) 條須向政府繳付的所有成本及開支承擔責任；及

- (b) 財政司司長法團作為政府設施之業主，及任何作私人住宅用途之建築物或其任何部分之業主，均毋須負責支付或分擔下列項目：

(i) 任何行人通道的保養及管理費用；及

- (ii) 承授人（定義見批地文件條款）按批地文件特別條款 C 部第 (12)(e) 條及第 (12)(f) 條須向政府繳付的成本及開支。」

附表 8 第 12 段（環保及創新特色及其他特色）

「政府設施

- (a) 儘管本公契條文有任何規定並受批地文件 C 部特別條款第 (13)(b) 條約束，政府或 FSI 有權在任何時間按其絕對酌情權更改或變動政府設施或其任何部分的用途，而毋須取得第一業主、其他業主或管理人的批准或同意。
- (b) 儘管本公契條文有任何規定，FSI 作為政府設施業主獲豁免遵守本公契規定使用由第一業主、其他業主、管理人或任何其他人士提名的保養或服務承辦商的規定（如有），以及獲豁免遵守任何規管裝修工程的裝修規例（如有）。
- (c) 管理人須免費向政府設施業主提供顯示公用地方及設施範圍的圖則副本，以及不時對該圖則作出的任何修訂。」

副公契

第 6.5 條

「安老院及殘疾人士院舍

6.5.1 就本 6.5 條而言：

- (a) 「**RCHD**」指《殘疾人士院舍條例》（香港法例第 613 章）、其下訂立的任何規例及任何修訂法例所界定的殘疾人士院舍；及
- (b) 「**RCHE**」指根據《安老院條例》（香港法例第 459 章）、其任何附屬規例及任何修訂法例所定義之安老院；及

6.5.2 本契據的任何條文，均不得解釋為禁止、阻止、妨礙或損害安老院或殘疾人士院舍的設立或營運，亦不得解釋為禁止、阻止、妨礙或損害將土地或其任何部分、或於其上興建的任何建築物或其任何部分用作安老院或殘疾人士院舍之用。」

撥出私人地方供公眾使用的契據

不適用

F. 公眾停車場

批地文件

特別條款 C 部第 (36) 條

「(a) 除特別條款此 C 部第 (13)(a)(i)(II) 條、第 (13)(a)(ii)(II) 條及第 (13)(a)(iv) 條以及特別條款 C 部第 (30) 條及第 (31) 條（可根據特別條款此 C 部第 (32) 條分別變更）的規定外，承授人須自費並按經批准公眾停車場布局圖（定義見本特別條款第 (b) 條），在該地段地面以下建造、興建、提供、管理及保養一個公眾停車場（下稱「公眾停車場」）（署長就何謂該地段地面的決定為最終決定並對承授人具約束力），在各方面致使署長滿意。承授人須在公眾停車場內提供：

- (i) 51 個停車位供根據《道路交通條例》獲發牌的汽車停泊，所提供的每個車位須闊 2.5 米、長 5 米，最低淨空高度為 2.4 米，惟由本特別條款第 (a)(i) 條所提供的車位中，須預留及指定按建築事務監督要求及批准之數目之停車位專供傷殘人士根據《道路交通條例》獲發牌的汽車停泊，須予預留及指定的車位最少為一個，每個所預留及指定的車位尺寸須按建築事務監督可能要求或批准；及
- (ii) 22 個停車位分別供根據《道路交通條例》獲發牌的重型貨車及巴士停泊，所提供的每個車位須闊 3.5 米、長 12 米，最低淨空高度為 4.7 米。

就批地條款而言，「重型貨車」及「巴士」須按《道路交通條例》定義。

(b) 承授人須在該地段上展開任何建築工程（移除工程、改道工程及地盤平整工程除外）之前，自費並在各方面致使署長滿意地向署長呈交或促使向署長呈交公眾停車場的布局圖以供其書面批准，該布局圖須顯示停車位、迴旋處、停車樓層的樓底高度、通道、流轉區域及署長可能要求的任何其他範圍及車位的布局（下稱「公眾停車場布局圖」）。根據本特別條款第 (b) 條經署長批准的公眾停車場布局圖（下稱「經批准公眾停車場布局圖」）。停車位、迴旋處、停車樓層的樓底高度、通道、流轉區域及任何其他範圍及車位須按經批准公眾停車場提供及布置，並在各方面致使署長滿意。未經署長事先書面同意，不得對經批准公眾停車場布局圖作出任何修訂、變動、改動、變更或替代。承授人須自費按照經批准公眾停車場布局圖保養公眾停車場的停車位、迴旋處、停車樓層的樓底高度、通道、流轉區域及任何其他範圍及車位。

(c) 除經署長書面批准的車輛通道外，不得使用任何其他形式之車輛通道通往公眾停車場的任何停車樓層或多個樓層。

(d) 公眾停車場內提供的每一個停車位均須直接面向行車道或有足夠的流轉區域，以便任何汽車可在沒有阻礙的情況下，從行車道或流轉區域駛入或駛離各停車位，或從各停車位駛往行車道或流轉區域。

(e) 公眾停車場的入口及出口管制點、柵欄、收費亭及進出安排的位置，須事先取得署長的書面批准。

(f) 公眾停車場的布局設計，須確保本特別條款第 (a) 條所述的汽車無須在地段外排隊或等候進入公眾停車場。

(g) 公眾停車場內提供的所有停車位須在日間及夜間的所有時間向所有公眾人士開放，供根據《道路交通條例》獲發牌的汽車按每小時或每月或運輸署署長可能書面批准的其他方式作短期停泊之用。承授人須在日間及夜間的所有時間允許所有公眾人士有權免費及不受限制地進出往返及穿越該地段及其上任何已建或擬建之建築物，以便前往及離開公眾停車場。

(h) 就計算特別條款此 C 部分第 (4) 條所訂明的總樓面面積而言，公眾停車場的樓面面積不得計算在內。就批地文件各項條款而言，公眾停車場的樓面面積須由署長釐定，其決定為最終決定並對承授人具約束力。

(i) 根據本特別條款第 (a) 條在公眾停車場內提供的停車位，不得用作根據《道路交通條例》獲發牌的汽車、重型貨車及巴士停泊以外的任何用途，尤其是公眾停車場或其任何部分不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。

(j) 茲明確同意、聲明及規定，通過施加本特別條款第 (g) 條所載之承授人責任，承授人並無意劃出而政府亦無同意劃出將公眾停車場或其任何部分或該地段任何部分撥歸作公眾通行用途。

(k) 茲現明確同意及聲明，儘管本特別條款 (g) 條已訂明承授人的責任，亦不可預期根據《建築物（規劃）規例》第 22(1) 條規例、其任何修訂或取代條文（下稱「《建築物（規劃）規例》」）或其他規例獲取額外上蓋面積或地積比率的寬免或權利又或作出有關申索。為免生疑問，承授人現明確放棄一切與額外上蓋面積或地積比率有關，或旨在就《建築物（規劃）規例》第 22(1) 條下任何守寬免或權利而提出之所有主張。

(l) 承授人不得在任何時間不論在各方面致使署長滿意地履行批地條款之前或之後，轉讓、按揭、抵押、分租、批予特許、放棄管有或以其他方式處置公眾停車場或其任何部分或其中的任何權益（不論是以直接或間接保留、授予任何優先拒絕要約權、認購權或授權書的方式或是以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議，但連同在公契中可能分配予公眾停車場的該地段的所有不可分割份數

作為整體轉讓則除外，惟承授人可在任何時間不論在各方面致使署長滿意地履行批地條款的之前或之後，但只可在根據特別條款此C部第(39)(a)條將停車場布局圖（定義見特別條款此C部第(39)(a)條）存放於署長之後，分租或批予特許以使用或佔用公眾停車場內的任何停車位，但須受本特別條款第(g)條及第(i)條所訂條件約束，該分租或特許須在建築事務監督根據《建築物條例》就該分租或特許所關乎的公眾停車場內的停車位或其任何部分發出佔用許可證或臨時佔用許可證後方可開始。

- (m) 承授人須於2029年12月31日或之前開始營運公眾停車場，並須在整個批地文件年期內的所有時間自費繼續按批地條款、經批准公眾停車場布局圖、所有現在或日後任何時間與公眾停車場及公眾泊車有關並在香港施行的條例、附例及規例，並在各方面致使運輸署署長滿意地營運、維持、保養、維修、經營及管理公眾停車場及構成其一部分或與其有關的一切。
- (n) 承授人須在所有時間尤其在公眾停車場或其任何部分開始營運後，以及特別是在該地段上、之上、之下、之內或範圍內進行任何工程時，採取或促使採取所有適當及足夠的謹慎、技能及預防措施，以避免對公眾停車場或其任何部分造成任何損壞、干擾或妨礙。承授人須確保任何該等工程不會損壞、妨礙或危害公眾停車場或其任何部分的安全運作（就此署長的決定為最終決定並對承授人具約束力）。
- (o) 就對承授人或任何其他人所造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款的責任而直接或間接引起或與之有關或附帶的，不論如何引起，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (p) 承授人須就因承授人履行或不履行本特別條款的責任而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、支出、要求、訴訟及法律程序，彌償政府及使其維持獲彌償。」

特別條款第C部第(37)條

「承授人在提供特別條款此C部第(13)條、第(30)條、第(31)條及第(36)條所規定的停車位時，不得使用或採用任何機械泊車系統。特別條款此C部分第(13)條、第(30)條、第(31)條及第(36)條所規定的停車位，不得提供任何形式或類型的機械泊車系統。就本特別條款而言，署長就何謂機械泊車系統的決定為最終決定並對承授人具約束力。」

特別條款C部第(38)條

- 「(a) 承授人須在整個批地文件年期內的所有時間允許運輸署署長、政府、其官員、承辦商、代理、工人及任何其他獲其中任何一方授權的人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費自由並不受限制進出往返及穿越該地段或其任何部分及其上已建或擬建之建築物，以便視察、檢查及確定承授人有否違反或未能遵守特別條款C部分第(13)條、第(30)條、第(31)條及第(36)條。
- (b) 就對承授人或任何其他人所造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因運輸署署長、政府、其官員、承辦商、代理、工人或獲其中任何一方授權的任何其他人士行使或不行使本特別條款第(a)條所賦予的權利而引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (c) 承授人須就因運輸署署長、政府、其官員、承辦商、代理、工人或獲其中任何一方授權的任何其他人士行使或不行使本特別條款第(a)條所賦予的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。」

特別條款C部第(39)條

- 「(a) 承授人須自費向署長存放並向運輸署署長呈交經運輸署署長批准的一份或多份圖則（包括經批准公眾停車場布局圖），標示根據特別條款此C部第(13)(a)(i)(II)條、第(13)(a)(ii)(II)條及第(13)(a)(iv)條、特別條款此C部第(30)條及第(31)條（可根據特別條款此C部第(32)條分別作出變更）以及特別條款此C部第(36)條，在該地段內提供的所有停車位、上落貨停車位及上落客位的布局，以及根據特別條款此C部第(40)(a)(i)條在該地段內指定提供泊車位資訊（定義見特別條款此C部分第(40)(a)(i)條）而標示之停車位，或該等圖則經認可人士（定義見《建築物條例》）核證的副本（下稱「停車場布局圖」）。未經運輸署署長事先書面批准，不得對停車場布局圖作出任何修訂、變動、改動、變更或替代。
- (b) 受制於特別條款此C部第(13)(b)條，停車場布局圖上所標示之停車位、上落貨停車位及上落客位，不得用於特別條款此C部第(13)(a)(i)(II)條、第(13)(a)(ii)(II)條、第(13)(a)(iv)條、第(30)條、第(31)條及(36)條分別訂明的用途以外之任何用途。承授人須按停車場布局圖保養所有於其上標示之停車位、上落貨停車位、上落客位及其他範圍，包括但不限於升降機、樓梯平台及運轉及流轉區域。
- (c) 除停車場布局圖上所標示之停車位外，該地段或其上任何建

築物或構築物的任何部分，不得用於特別條款此C部第(13)(a)(i)(II)條、第(13)(a)(ii)(II)條、第(13)(a)(iv)條、第(30)條、第(31)條及第(36)條分別訂明的汽車停泊、上落貨及上落客用途。

- (d) 在根據本特別條款此C部第(a)條存放及呈交停車場布局圖之前不得進行任何影響該地段或其任何部分或其上已建或擬建的建築物或其任何部分之任何交易（惟根據特別條款此C部第(20)(a)條及第(22)條轉讓政府設施及交付其空置管有權、根據特別條款A部第(19)(c)條訂立的租賃協議或租契或該等租賃或租契的協議、根據特別條款A部第(19)(d)條訂立的建築按揭、根據特別條款A部第(20)條就整個地段作出的轉讓，或署長可能批准的其他交易除外）。
- (e) 承授人現：
 - (i) 同意運輸署署長、署長、政府、其官員、承辦商、代理、工人或獲其中任何一方授權的任何其他人士，以其獨有及絕對酌情權查閱、使用、複製及改動停車場布局圖，以及以任何途徑及任何形式（包括但不限於電子途徑或透過電子平台）向任何政府部門或第三方（不論個人、商號、法人團體、公眾人士或其他組織）披露及發放停車場布局圖，以供運輸署署長或署長以其獨有及絕對酌情權認為適當地搜尋、查閱、複製、列印、發放、使用、分析、研究或其他用途，不論是回應公眾或傳媒查詢或其他用途，或由運輸署署長、署長或政府自行進行；及
 - (ii) 接受及確認運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士，有獨有及絕對酌情權及權利決定是否按本特別條款第(e)(1)條的規定查閱、使用、複製、改動、披露或發放停車場布局圖。
- (f) 就本特別條款第(e)條而言，承授人須促使或促成停車場布局圖的知識產權擁有人同意運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士查閱、使用、複製、改動、披露及發放停車場布局圖，以及同意任何政府部門或第三方搜尋、查閱、複製、列印、發放、使用、分析、研究或以其他方式使用停車場布局圖。
- (g) 承授人現接受及確認根據本特別條款第(e)條及第(f)條給予的同意，在批地文件年期屆滿或提前終止後仍繼續有效及對承授人具約束力。
- (h) 就對承授人或任何其他人所造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)條、第(b)條、第(c)條、第(d)條及第(f)條的責任；因停車場布局圖之任何遺漏或錯誤；或因

運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士行使或不行使本特別條款第(e)條的權利；或因按本特別條款第(e)(i)條任何政府部門或第三方搜尋、查閱、複製、列印、發放、使用、分析、研究或以其他方式使用停車場布局圖而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

- (i) 承授人須就因承授人履行或不履行本特別條款第(a)條、第(b)條、第(c)條、第(d)條及第(f)條的責任；或因停車場布局圖之任何遺漏或錯誤而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。」

特別條款C部第(40)條

「(a) 承授人須：

- (i) 自費向運輸署署長呈交或促使向運輸署署長呈交一份或多份圖則以供其書面批准，該等圖則須顯示指定用作容納在該地段上任何建築物、構築物或樓面空間內、之上或範圍內提供及安裝的設施、裝置及設備（下稱「設施、裝置及設備」）的範圍或空間的位置及尺寸，該等圖則須載有運輸署署長可能以其獨有及絕對酌情權要求或指明的資料（下統稱為「泊車位資訊系統範圍」），以便呈交與下列各項有關及相關的資料：
- (I) 訪客停車位，若該地段內提供或將提供不少於10個該等停車位；及
- (II) 根據特別條款此C部第(30)(b)(i)(I)條、第(30)(b)(i)(II)條、第(30)(d)(i)(II)條及第(30)(d)(i)(III)條（可根據特別條款此C部第(32)條分別變更）提供的停車位，及根據特別條款此C部第(36)(a)條在公眾停車場內提供的停車位，

包括但不限於根據本特別條款第(b)條規定要求的空置汽車停車位的數目及類型（下統稱為「泊車位資訊」）。該地段上不得展開任何建築工程（移除工程、改道工程及地盤平整工程除外），直至已取得該批准為止；

- (ii) 於2029年12月31日或經署長批准的其他日期或之前，自費並在各方面致使運輸署署長滿意地按照本特別條款第(a)(i)條批准的圖則，進行及完成泊車位資訊系統範圍的工程，並自費提供及安裝設施、裝置及設備，其後須在批地文件年期內的所有時間自費保養泊車位

資訊系統範圍及設施、裝置及設備，使其處於良好和修繕妥當的狀態，以履行承授人根據本特別條款第(b)條承擔的責任，並在各方面致使運輸署署長滿意；及

- (iii) 在批地文件年期內的所有合理時間允許運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士（可連同或不連同工具、設備、機器、機械或汽車）有權免費自由並不受限制進出往返及穿越該地段或其任何部分及其上已建或擬建之任何建築物，以便視察、檢查及監督任何須按本特別條款第(a)(ii)條進行的工程。
- (b) 承授人須由運輸署署長決定及書面指明的日期（運輸署署長就此的決定為最終決定並對承授人具約束力）開始，其後在批地文件年期內的所有時間，自費並在各方面致使運輸署署長滿意地向運輸署署長呈交或促使向運輸署署長以其可能不時書面要求或指明的格式、時間及定期呈交泊車位資訊（運輸署署長就此的決定為最終決定並對承授人具約束力）。

(c) 承授人現：

- (i) 同意運輸署署長、署長、政府、其官員、承辦商、代理、工人或獲其中任何一方授權的任何其他人士，以其獨有及絕對酌情權處理、使用及複製泊車位資訊，以及按運輸署署長以其獨有及絕對酌情權認為適當的格式及媒體，向任何政府部門或第三方（不論個人、商號、法人團體、公眾人士或其他組織）披露及發放泊車位資訊（不論按呈交時的狀態或經處理後），以供該政府部門或第三方搜尋、查閱、複製、列印、發放、使用、分析、研究或其他用途；及
- (ii) 接受及確認運輸署署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士，有獨有及絕對酌情權及權利決定是否處理、使用或複製泊車位資訊，或按本特別條款第(c)(i)條的規定以任何格式及經任何媒體向任何政府部門或第三方披露及發放泊車位資訊（不論按呈交時的狀態或經處理後）。

- (d) 就對承授人或任何其他人士造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第(a)條及第(b)條的責任；因泊車位資訊之任何遺漏或錯誤；因承授人按本特別條款第(b)條呈交泊車位資訊時之遺漏、錯誤、疏忽或缺失；因運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士行使或不行使本特別條款第(a)(iii)條及第(c)條的權利；或因任何政府部門或第三方按本特別條款第(c)條的規定搜尋、查閱、複製、列印、發放、使用、分析、研究或以其他方式使用泊車位資訊，而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授

人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。」

- (e) 承授人須就因承授人履行或不履行本特別條款第(a)條及第(b)條的責任；因泊車位資訊之任何遺漏或錯誤；因承授人按本特別條款第(b)條呈交泊車位資訊時之遺漏、錯誤、疏忽或缺失；或因運輸署署長、署長、政府、其官員、承辦商、代理、工人及獲其中任何一方授權的任何其他人士行使或不行使本特別條款第(a)(iii)條的權利，而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。

- (f) 泊車位資訊系統範圍須被指定為並構成公用地方一部分。

公契

附表 12 第 A 部分（定義）

「**公眾停車場**」指批地文件特別條款C部第(36)(a)條指的「公眾停車場」，在圖則或任何其後期數分公契圖則上以綠色顯示的範圍作識別用途。

「**指定停車位**」指住宅私家停車位、住宅公用停車位、商業設施內的停車位、構成商業公用地方及設施一部分的上落貨停車位、公眾停車場內的停車位，以及構成發展項目公用地方及設施一部分供垃圾收集作業用的停車位。」

附表 2 第 A 部分第 1 段（業主權利）

「每位擁有不可分割份數的業主連同全權及專有權利持有、使用、佔用及享用發展項目任何部分可享有以下權利及特權之權益（與所有享有相同權利及特權的人士共同享有），但須受批地文件、本公契、屋苑規則及本公契規定的管理人、FSI 作為政府設施業主及第一業主的權利約束：當其時的業主、其租客、傭人、代理、合法佔用人、特許持有人、真實賓客、訪客及受邀者，就其單位的適當使用及享用的所有相關目的，全權及自由進出往返或穿越公用地方及設施之上及使用公用地方及設施，惟：

...

- (c) (iv) 公眾停車場業主及其租客、特許持有人及受邀者，可隨同或不隨同測量師、工人及其他人士，可連同或不連同機器、設備及物料亦可連同或不連同車輛，在所有時間自由及毋須支付任何性質的款項進出往返及穿越停車場公用地方及設施（包括但不限於構成其一部分的行车道），以便往來或保養或維修任何服務公眾停車場之設施或管道；及

…」

附表 3 第 B 部分第 3 段（部分業主的額外權利）

「公眾停車場業主只要仍然是該單位的實益擁有人，有權在其認為適當的任何時間或不時作出本附表 E 部分所述的所有或任何行為或作為，以及行使所有或任何權利，而毋須徵得任何其他業主、管理人、業主立案法團或任何其他人士的贊同意，除非明確訂明另有規定。該等權利可由公眾停車場部分業主就其所擁有的部分根據本公契行使。」

附表 3 第 E 部分（公眾停車場業主的額外權利）

「1. 改變外觀

除批地文件有規定外，公眾停車場業主有權不時：

- (a) 作為公眾停車場業主在公眾停車場的任何部分按其認為適當的方式安裝、修改及移除任何標誌、視覺展示、圍板、展示櫃、招牌、標示牌、飾面、海報、廣告、橫額或其他類似的裝置或配件（不論是否在發亮）；

惟公眾停車場或其任何部分的店面外觀（包括類型、設計、風格、大小、高度及物料）（以及任何標誌、視覺展示、圍板、展示櫃、招牌、標示牌、飾面、海報、廣告、橫額或其他類似的固定裝置或裝置（不論是否在發亮），如該項目構成店面的一部分）及任何該等改動須經管理人批准，而該批准不得被不合理拒絕（惟倘業主為第一業主，則毋須取得管理人的批准）。

2. 修訂建築圖則及其他圖則

除按批地文件取得任何必需同意之規定外，並在獲第一業主批准之規定下（只要其仍為該土地任何部分的實益擁有人），有權改動、修訂、變更或增補建築圖則或根據批地文件擬備或須獲批准的任何圖則或建議書（包括停車場布局圖），以及進行工程以實施任何改動、修訂、變更或增補的權利，惟前提是：

- (a) 該等權利只可就公眾停車場或其任何部分而行使；
- (b) 該權利的行使不得任何干擾業主專用、佔用及享用其單位，或阻礙或限制進出該單位的通行權；
- (c) 該等權利不得阻礙或限制進出政府設施的通道，亦不得影響政府設施；及
- (d) 該等權利如直接影響政府設施，須取得政府設施業主的批准。GPA 須以其獨有酌情權決定政府設施是否直接受影響。

3. 更改名稱

在獲第一業主批准之規定下（只要其仍為該土地任何部分的實益擁有人），公眾停車場業主有權在其認為適當的任何時間或不時為公眾停車場或其任何部分命名或更改名稱，及以公眾停車場業主的名義簽立與此相關的任何文件而毋須任何其他業主參與。

4. 更改用途

公眾停車場業主有權在其認為適當的任何時間或不時更改公眾停車場任何部分的用途，惟前提是已取得批地文件規定的每項必需同意，且行使該權利時不得干擾任何業主專用、佔用及享用其單位，或阻礙或限制進出該單位的通行權。

5. 修訂批地文件

在獲第一業主批准之規定下（只要其仍為該土地任何部分的實益擁有人），公眾停車場業主有權可於任何時間或不時按其認為適當的目的及方式，自費向政府申請、與政府商議及協議修訂、變更或更改批地文件的任何條文，以及就批地文件的任何條文取得政府的任何豁免或不反對（以只影響公眾停車場或其任何部分為限），及以公眾停車場業主的名義簽立與任何該修訂、變更、更改、豁免或不反對相關的任何文件而毋須任何其他業主及管理人參與（該修訂、變更、更改、豁免或不反對以及與其相關文件將對所有業主及管理人員約束力），惟前提是：

- (a) 該權利的行使不得任何干擾業主專用、佔用及享用其單位，或阻礙或限制進出該單位的通行權；
- (b) 公眾停車場業主須獨自負責就該修訂、變更、更改、豁免或不反對而須支付的任何行政費用及補償；
- (c) 如 GPA 認為該權利直接影響政府設施須事先取得政府設施業主的書面批准。GPA 須以其獨有酌情權決定政府設施是否直接受影響；
- (d) 該權利不得損害政府設施業主使用及享用政府設施，及進出政府設施的權利；及
- (e) 該權利的行使不得導致政府設施業主須承擔為任何變更而須支付的任何補償，若 GPA 認為該變更只直接益及政府設施而沒有其他部分，政府設施業主可同意支付就該變更須支付的補償之部分。」

附表 5 第 A 部分第 1(c) 段（管理開支及財務事項）

「(c) 「停車場管理開支」指按管理人認為（其決定為最終，但若明顯錯誤除外）與停車場公用地方及設施有關或為不同指定停車位的業主、佔用人、特許持有人、受邀者或使用者的共同

利益的所有管理開支。」

附表 5 第 A 部分第 2(e) 段（管理開支及財務事項）

「(e) 「公眾停車場百分比」指 16.816%」；及

附表 5 第 E 部分第 6 段（分擔管理開支的原則）

「公眾停車場業主除根據本 E 部分第 1 段規定的部分外，須承擔停車場管理開支的公眾停車場百分比，並須在每個財政年度每個曆月的第一日預先支付其每月分數之款項。」

附表 5 第 G 部分第 5 段（特別基金的名義部分）

「「特別基金（公眾停車場）」：公眾停車場業主根據本公契僅須支付並由其付出的特別基金分擔款項須名義上記入此部分。 ...」

附表 5 第 H 部分第 1 段（特別基金名義部分的運用）

「與發展項目公用地方及設施有關，或為發展項目的業主、佔用人及其真實賓客、訪客或受邀者的共同利益，或為發展項目的共同利益（不論是否同時益及政府設施的業主、佔用人、特許持有人或受邀者），或不屬本部分其他段落涵蓋的非經常性開支，須按以下方式支付：

...

- (e) 該非經常性開支的一部分須從特別基金（公眾停車場）支付，該部分為分配予公眾停車場的管理份數數目佔分配予發展項目（不包括政府設施）的管理份數總數。

...」

附表 5 第 H 部分第 3 段（特別基金名義部分的運用）

「與停車場公用地方及設施有關，或為不同指定停車位的業主、佔用人及其真實賓客、訪客、受邀者或使用者的共同利益（不論是否同時益及政府設施的業主、佔用人、特許持有人或受邀者）的非經常性開支，須只按以下方式支付：-

...

- (e) 相等於該非經常性開支的公眾停車場百分比的款額須從特別基金（公眾停車場）支付；及

...」

附表 5 第 I 部分第 1 段（將收取的款額記入特別基金的名義部分）

「如款額是就發展項目公用地方及設施（包括根據本公契或條例下與此有關而給予的任何批准或同意）收取，或在不屬本部分其他段落涵蓋的任何情況：

...

(d) 該款額的一部分須記入特別基金（公眾停車場，該部分為分配予公眾停車場的管理份數數目佔分配予發展項目（不包括政府設施）的管理份數總數。」

附表 5 第 I 部分第 3 段（將收取的款額記入特別基金的名義部分）

「如款額是就停車場公用地方及設施（包括根據本公契或條例下與此有關而給予的任何批准或同意）收取：

...

(d) 該款額的公眾停車場百分比須記入特別基金（公眾停車場）；及

...」

附表 7 第 A 部分第 1 段（業主委員會）

「業主委員會須由最多 9 名成員組成，包括一名主席、一名秘書及最多 7 名其他成員及：

...

(d) 公眾停車場業主有權委任最多[1]名成員（該成員的委任、罷免及替換須按照本附表第 B 部分及第 C 部分進行）；及

...」

附表 7 第 B 部分第 4 段（業主委員會）

「已落成期數的公眾停車場業主可以書面通知管理人及業主委員會（如已成立），委任本附表第 A 部分第 1(d) 段所述業主委員會的一名成員。」

附表 7 第 C 部分第 4 段（業主委員會）

「(a) 公眾停車場業主可：

(i) 以書面通知管理人及業主委員會（如已成立），終止本附表第 A 部分第 1(d) 段所述業主委員會成員的委任；及

(ii) 委任業主委員會的一名新成員，以替換本附表第 A

部分第 1(d) 段所述業主委員會成員（其委任根據第 10.1.2(b) 條所述的任何情況而終止或已根據上述 (i) 項被罷免）。

(b) 如委任本附表第 A 部分第 1(d) 段所述業主委員會成員的公眾停車場業主不再為公眾停車場業主，該業主委員會成員須視為已被罷免。」

撥出私人地方供公眾使用的契據

不適用

G. 自動讀錶系統外站

批地文件

特別條款 C 部第 (41) 條

「(a) 承授人須於 2029 年 12 月 31 日或經署長批准的其他日期或之前，自費並在各方面致使水務監督滿意地按本特別條款第 (b) 條所述經批准自動讀錶系統外站建議書及《水務設施條例》，在該地段或其任何部分或在其上已建或擬建之任何建築物內，提供及安裝一個或多個外站連同水務監督以其獨有酌情權可能要求的設施及相關設備，以作食水供應自動讀錶之用（該一個或多個外站連同上述設施及相關設備下統稱為「自動讀錶系統外站」）。

(b) 承授人須自費並在各方面致使水務監督滿意地向水務監督呈交或促使向水務監督呈交提供及安裝自動讀錶系統外站的建議書（下稱「自動讀錶系統外站建議書」）以供其書面批准，該建議書須載有水務監督以其獨有酌情權可能要求的資料及詳情，包括但不限於：

(i) 顯示自動讀錶系統外站位置的布局圖；

(ii) 建立自動讀錶系統外站的設計、布局及設備的詳情；及

(iii) 指定或將指定用作容納自動讀錶系統外站及方便對其視察及保養的範圍或空間的詳情（經水務監督批准的該範圍或空間下稱為「外站範圍或空間」）。

(c) 該地段上不得展開自動讀錶系統外站的任何提供或安裝工程，直至自動讀錶系統外站建議書已根據本特別條款第 (b) 條獲水務監督書面批准為止。根據本特別條款第 (b) 條批准的自動讀錶系統外站建議書而提供及安裝的自動讀錶系統外站下稱為「經批准自動讀錶系統外站」。

(d) 承授人須自費並在各方面致使水務監督滿意地運作、保養及維修經批准自動讀錶系統外站，使其處於良好修葺及運作狀

態，直至經批准自動讀錶系統外站已根據本特別條款第 (g) 條移交予水務監督為止。

(e) 任何性質的構築物、物件或物料若可能妨礙或干擾經批准自動讀錶系統外站之視察、檢查、運作、保養、維修、更新、拆除、移除、更換及重置，便不得在外站範圍或空間之上、之上方、上面、之下、下面或範圍內將其建造或放置。如水務監督認為（其意見為最終並對承授人具約束力）在外站範圍或空間之上、之上方、上面、之下、下面或範圍內建造或放置構築物、物件或物料，而其可能妨礙或干擾經批准自動讀錶系統外站的視察、檢查、運作、保養、維修、更新、拆除、移除、更換或重置，水務監督有權以書面通知要求承授人自費並在各方面致使水務監督滿意地在通知所指定的期限內拆除或移除該等構築物、物件或物料，致使外站範圍或空間恢復原狀。

(f) 若承授人未能履行本特別條款第 (a) 條、第 (d) 條及第 (e) 條之責任，水務監督可進行所需之工程，惟費用由承授人支付，就此承授人須應水務監督要求向水務監督繳付一筆款項，數額等於上述工程之費用，該數額由水務監督釐定，此決定為最終決定並對承授人具約束力。

(g) 經批准自動讀錶系統外站或其任何一個，須應水務監督書面要求移交水務監督，但無論如何，若署長發出信件表示批地文件各項條款已妥為履行致使其滿意，經批准自動讀錶系統外站即被視為已於發信當天被承授人移交水務監督。

(h) 承授人須在批地文件年期內的所有時間允許水務監督、其官員、承辦商、代理、其工人及任何獲水務監督授權的人士（可連同或不連同工具、設備、機器、機械或汽車），有權免費自由並不受限制進出往返及穿越該地段或其任何部分以及在其上已建或擬建之任何建築物，以便：

(i) 視察、檢查及監督承授人按本特別條款第 (a) 條、第 (d) 條及第 (e) 條須進行的任何工程；

(ii) 進行本特別條款第 (f) 條所規定的任何工程；及

(iii) 在經批准自動讀錶系統外站或其任何一個已按本特別條款第 (g) 條移交予水務監督後，視察、檢查、運作、保養、維修、更新、拆除、移除、更換及重置經批准自動讀錶系統外站或其任何一個，以及水務監督可能認為必需的任何其他工程。

(i) 就對承授人或任何其他人士造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款第 (a) 條、第 (d) 條及第 (e) 條的責任或因水務監督、其官員、承辦商、代理、其工人及任何獲水務監督授權的人士行使或不行使本特別條款第 (f) 條及第 (h) 條

的權利而直接或間接引起或與之有關或附帶的，政府概不承擔任何義務或責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

- (j) 承授人須就因承授人履行或不履行本特別條款第(a)條、第(d)條及第(e)條的責任或因水務監督、其官員、承辦商、代理、其工人及任何獲水務監督授權的人士行使或不行使本特別條款第(f)條及第(h)條的權利而直接或間接引起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動及程序，不論如何產生，彌償政府及使其維持獲彌償。」

公契

不適用

撥出私人地方供公眾使用的契據

不適用

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料



Legend 圖例：

- Yellow Hatched Black Areas
黃色間黑斜線範圍
- Yellow Hatched Black Hatched Green Areas
黃色間黑斜線與綠斜線範圍

- Yellow Area
黃色範圍
- Green Areas
綠色範圍

Remark 備註：

The plan(s) above is/are for showing the location of "the Green Areas", "the Yellow Area", "the Yellow Hatched Black Areas and the Yellow Hatched Black Hatched Green Area" only. Other matters shown in this plan may not reflect their latest conditions.

上圖僅作顯示「綠色範圍」、「黃色範圍」、「黃色間黑斜線範圍及黃色間黑斜線與綠斜線範圍」的位置，圖中所示之其他事項未必能反映其最新狀況。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

GROUND FLOOR PLAN

地下平面圖



Scale: 0 30M/米
比例： 

Legend 圖例：

 Pedestrian Passageway
行人通道

Remark 備註：

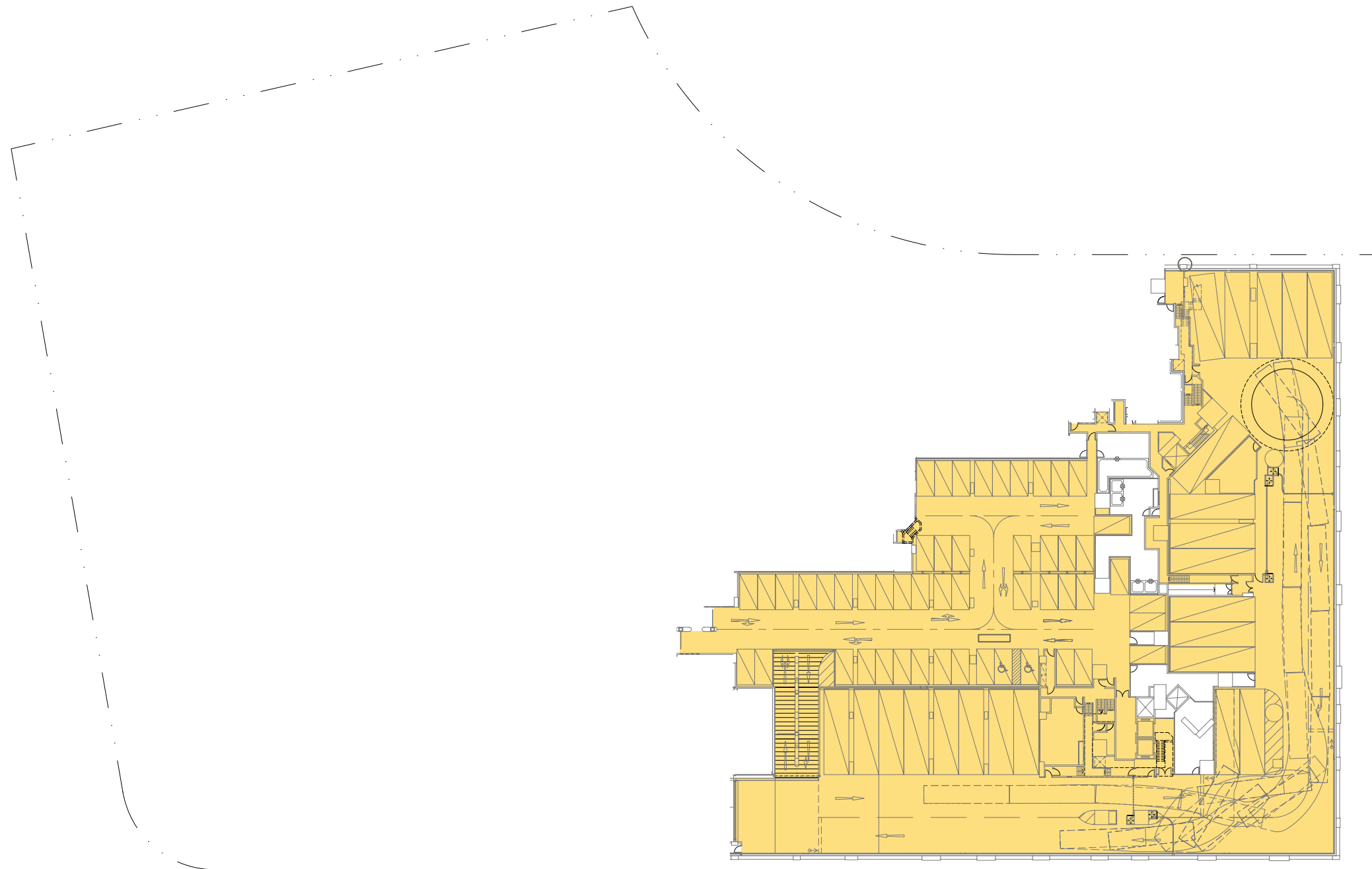
1. The plan above is for showing the location of "the Pedestrian Passageway" only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「行人通道」的位置，圖中所示之其他事項未必能反映其最新狀況。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

B1/F FLOOR PLAN

地庫1樓平面圖



Scale: 0 30M/米
比例： 

Legend 圖例：

 Public Vehicle Park
公眾停車場

Remark 備註：

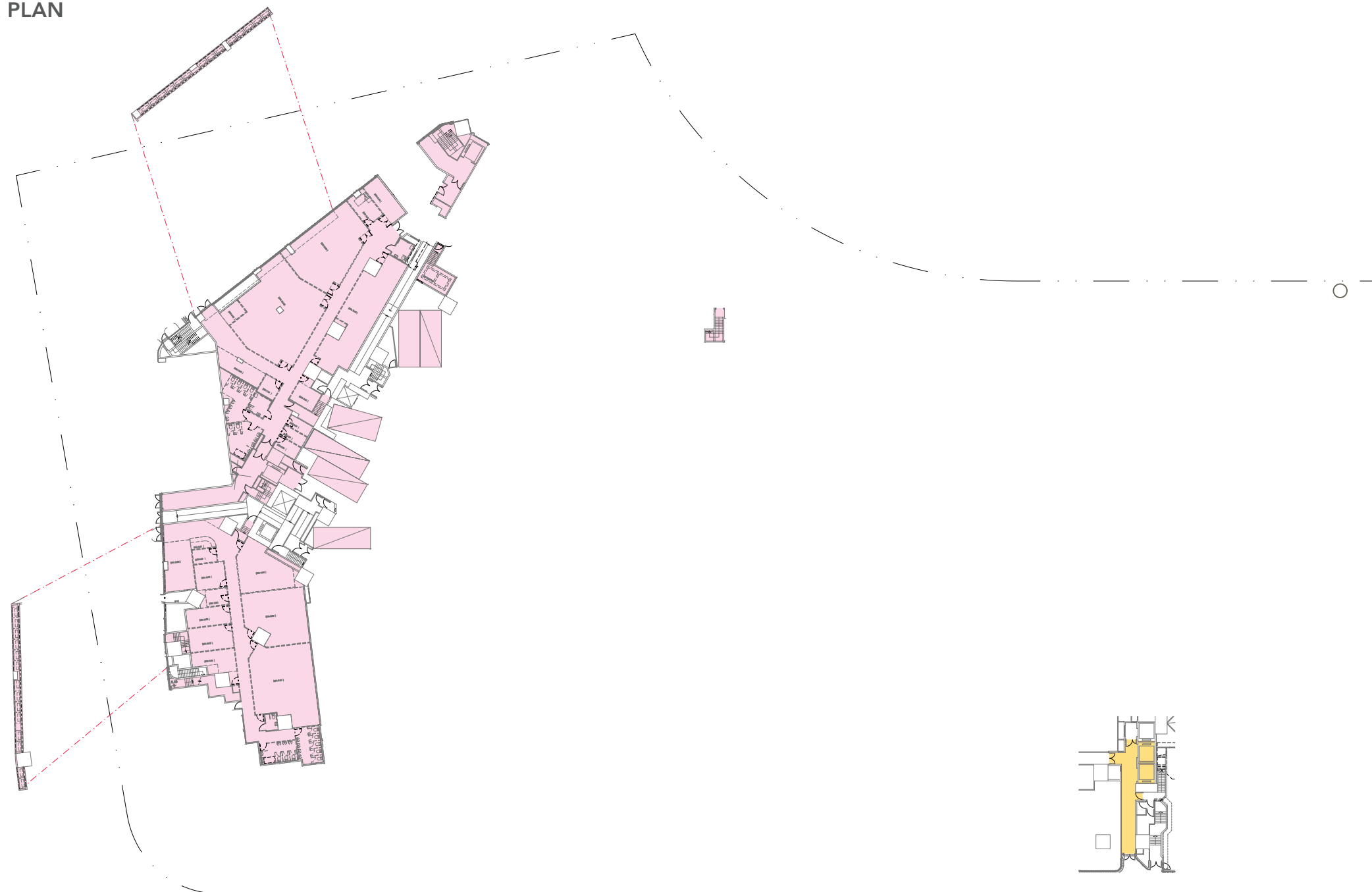
1. The plan above is for showing the location of "the Public Vehicle Park" only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「公眾停車場」的位置，圖中所示之其他事項未必能反映其最新狀況。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

GROUND FLOOR PLAN

地下平面圖



Legend 圖例：

-  Public Vehicle Park
公眾停車場
-  Government Accommodation
政府設施

Remarks 備註：

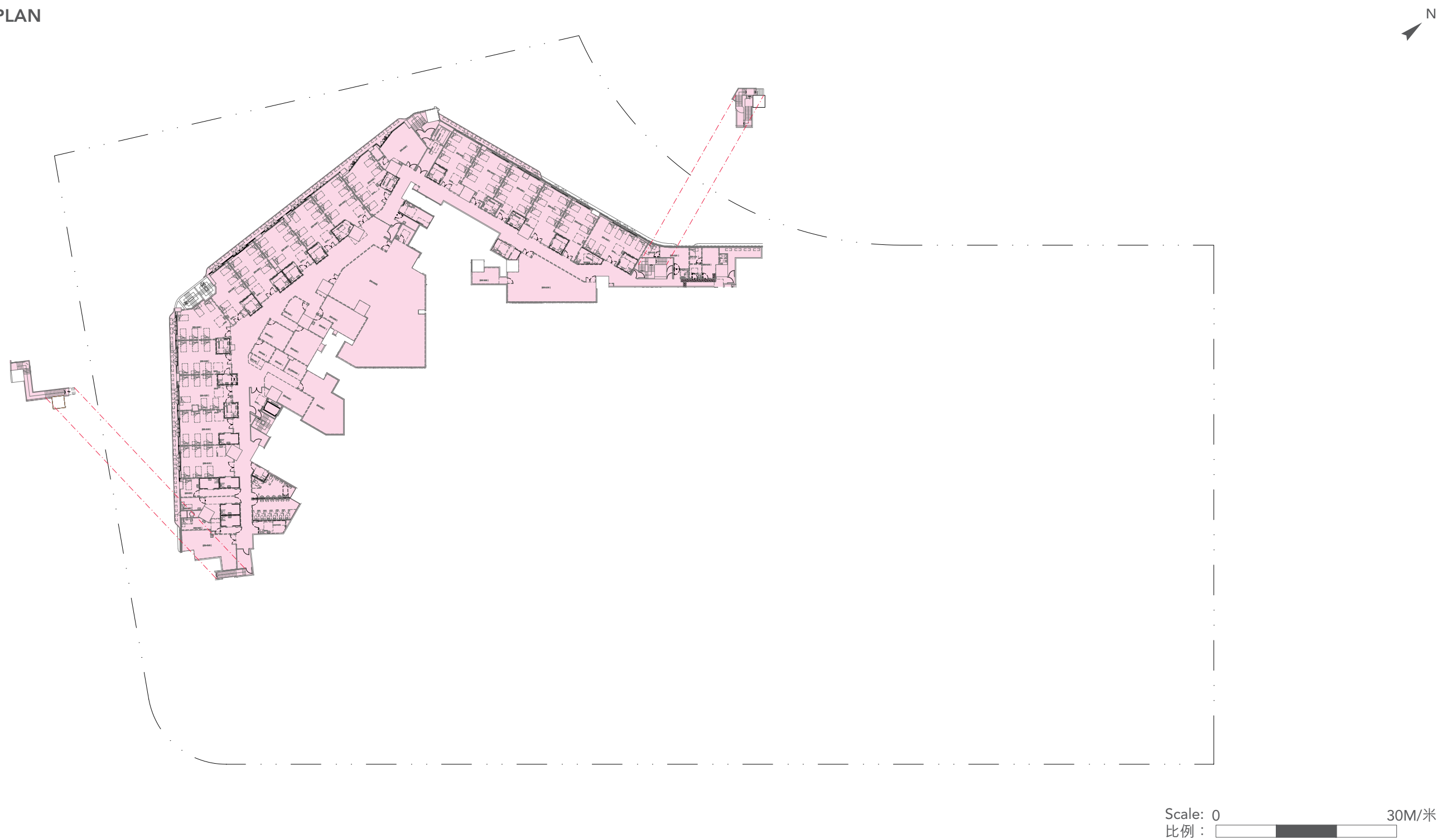
1. The plan above is for showing the location of "the Government Accommodation" only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「政府設施」的位置，圖中所示之其他事項未必能反映其最新狀況。
2. The plan above is for showing the location of "the Public Vehicle Park" only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「公眾停車場」的位置，圖中所示之其他事項未必能反映其最新狀況。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

1/F FLOOR PLAN

1樓平面圖



Legend 圖例：

 Government Accommodation
政府設施

Remark 備註：

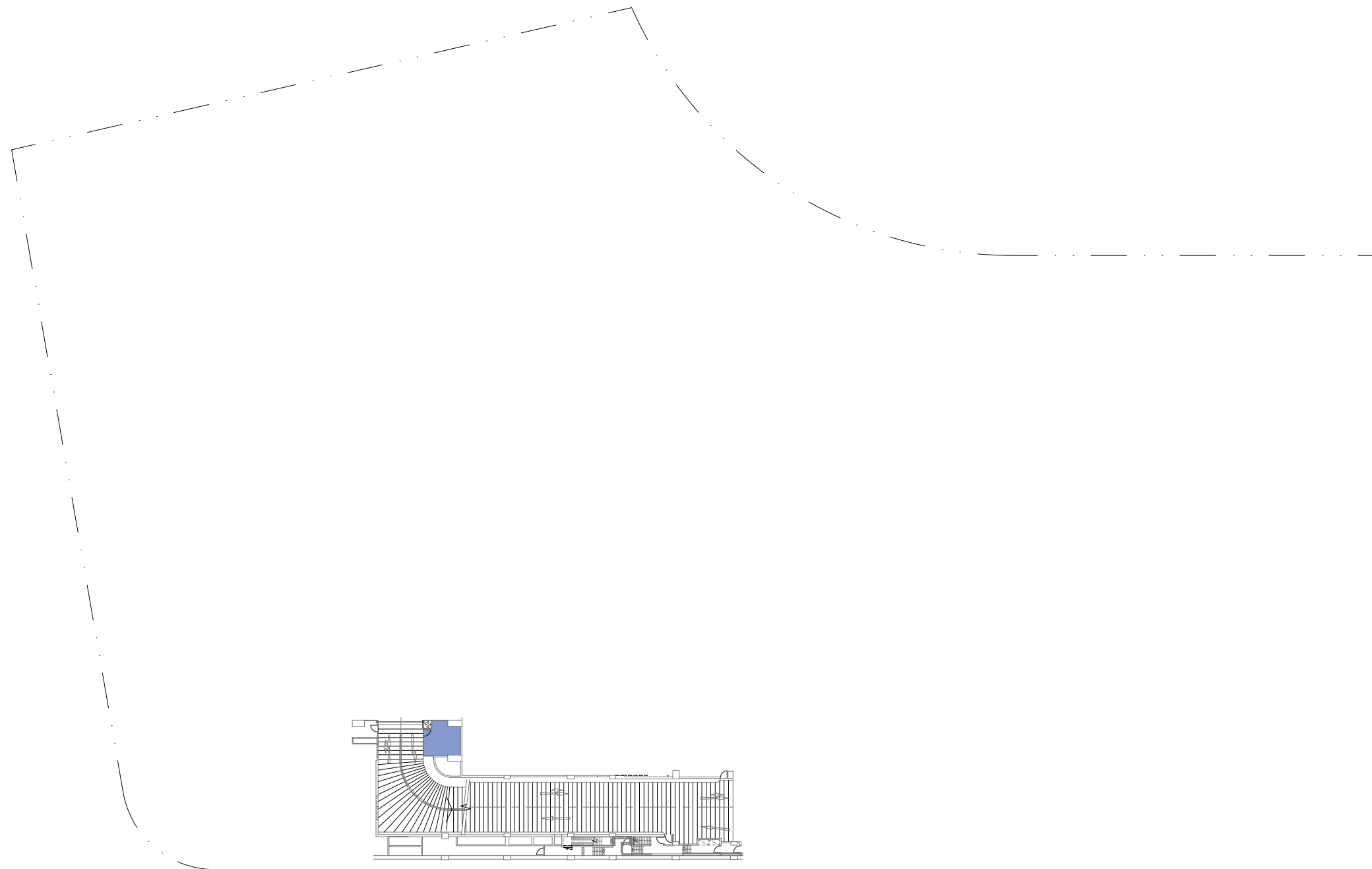
1. The plan above is for showing the location of "the Government Accommodation" only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「政府設施」的位置，圖中所示之其他事項未必能反映其最新狀況。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

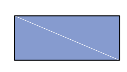
B1/F FLOOR PLAN

地庫1樓平面圖



Scale: 0 30M/米
比例： 

Legend 圖例：

 The AMR Outstations
自動讀錶系統外站

Remark 備註：

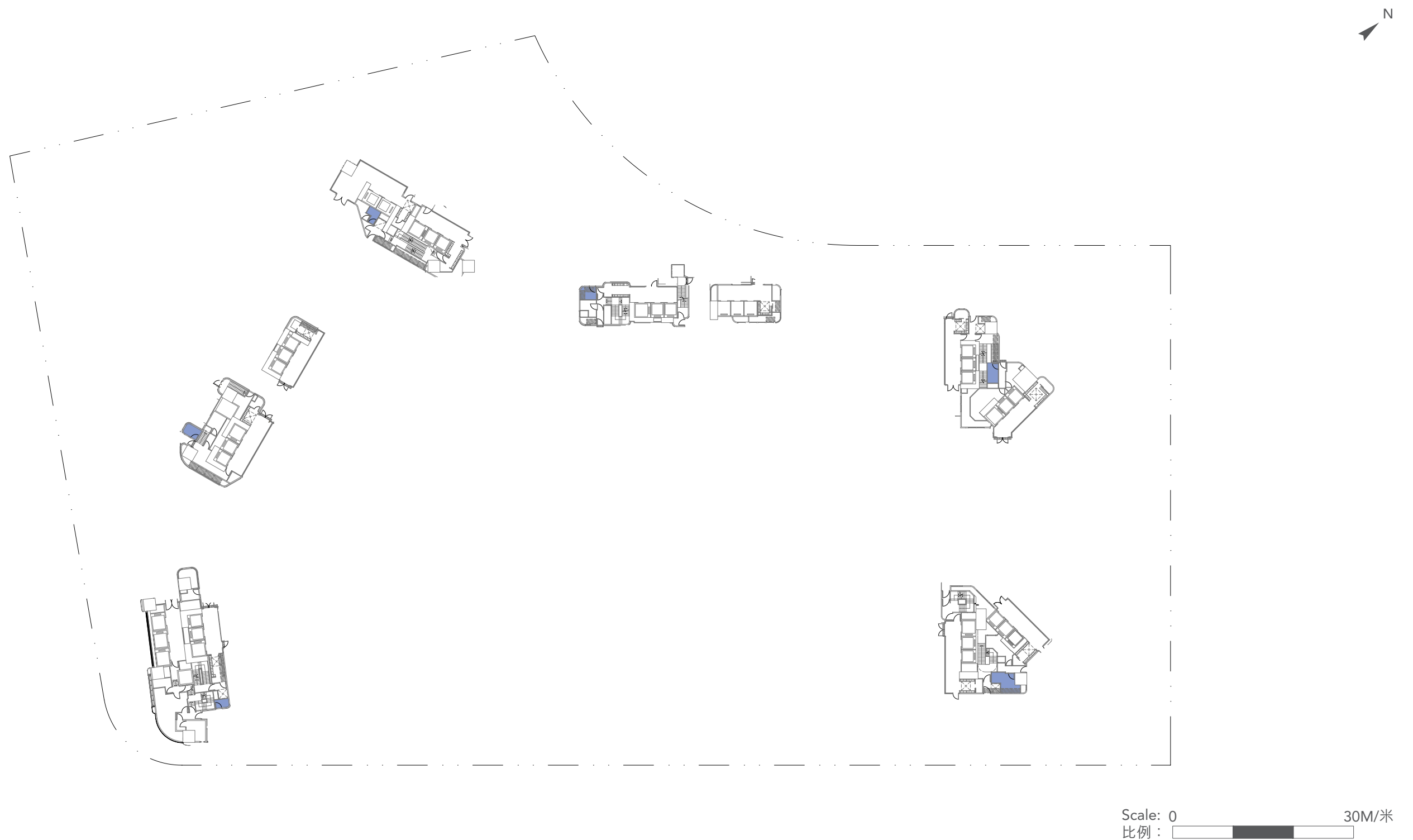
1. The plan above is for showing the location of "the AMR Outstations" only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「自動讀錶系統外站」的位置，圖中所示之其他事項未必能反映其最新狀況。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

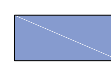
公共設施及公眾休憩用地的資料

2/F FLOOR PLAN

2樓平面圖



Legend 圖例：

 The AMR Outstations
自動讀錶系統外站

Remark 備註：

1. The plan above is for showing the location of "the AMR Outstations" only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「自動讀錶系統外站」的位置，圖中所示之其他事項未必能反映其最新狀況。

WARNING TO PURCHASERS

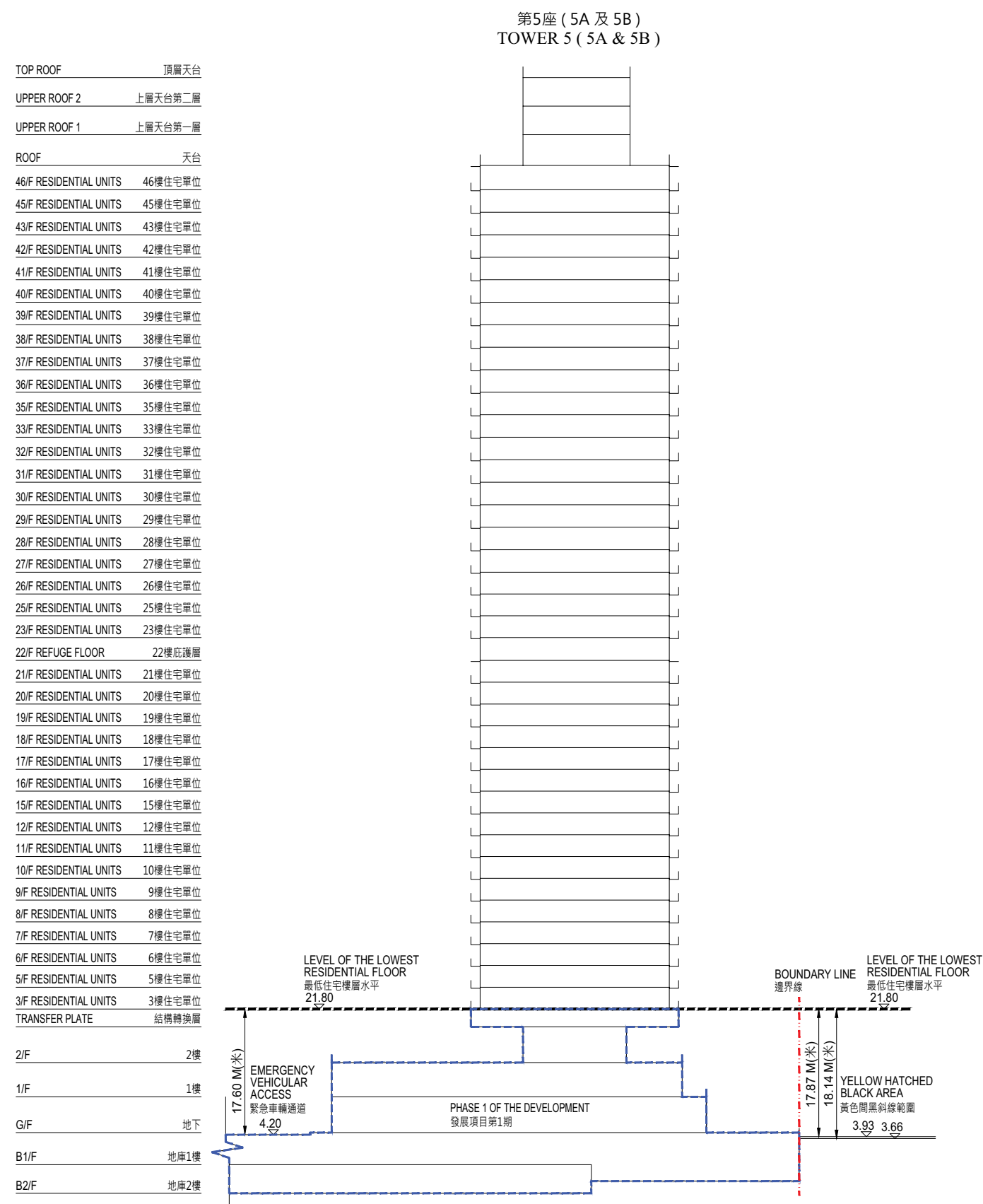
對買方的警告

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

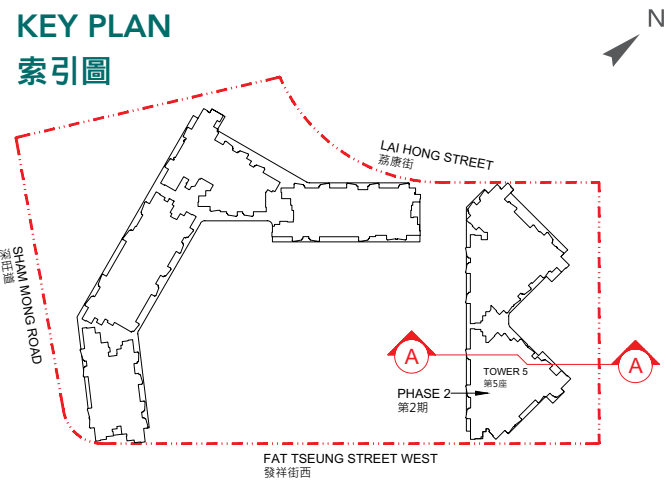
CROSS-SECTION PLAN OF BUILDING IN THE PHASE

期數中的建築物的橫截面圖

CROSS-SECTION PLAN A - A
橫截面圖 A - A



KEY PLAN
索引圖



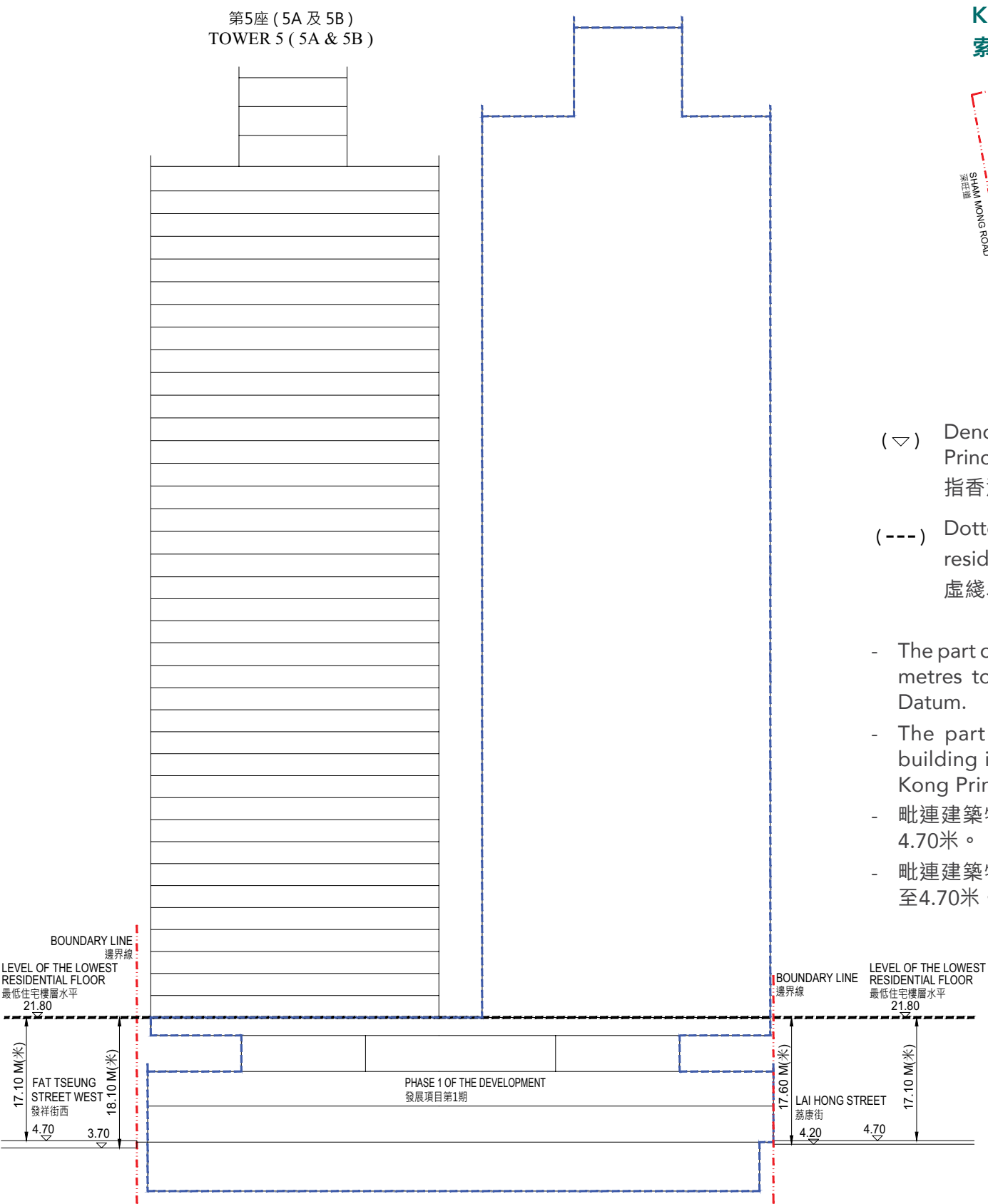
- (▽) Denote height (in meters) above the Hong Kong Principal Datum (HKPD).
指香港主水平基準以上高度 (米)。
- (---) Dotted line denotes the level of the lowest residential floor of the Building.
虛綫為該建築物最低住宅樓層水平。
- The part of Emergency Vehicular Access adjacent to the building is 4.20 metres above the Hong Kong Principal Datum.
 - The part of Yellow Hatched Black Area adjacent to the building is 3.66 metres to 3.93 metres above the Hong Kong Principal Datum.
 - 毗連建築物的一段緊急車輛通道為香港主水平基準以上4.20米。
 - 毗連建築物的一段黃色間黑斜線範圍為香港主水平基準以上3.66米至3.93米。

CROSS-SECTION PLAN OF BUILDING IN THE PHASE

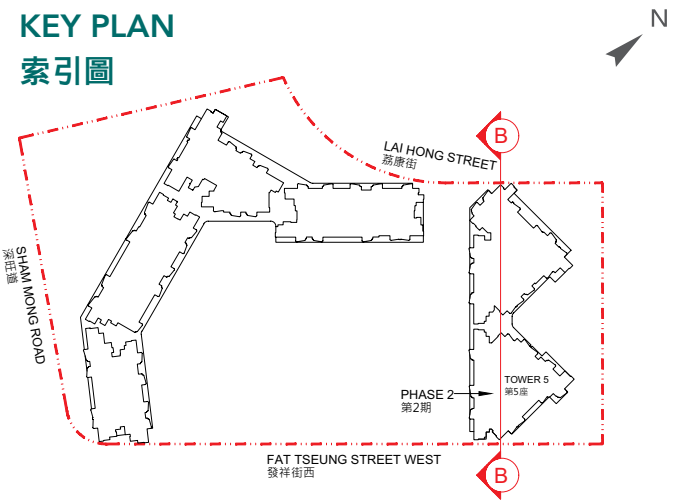
期數中的建築物的橫截面圖

CROSS-SECTION PLAN B - B
橫截面圖 B - B

TOP ROOF	頂層天台
UPPER ROOF 2	上層天台第二層
UPPER ROOF 1	上層天台第一層
ROOF	天台
46/F RESIDENTIAL UNITS	46樓住宅單位
45/F RESIDENTIAL UNITS	45樓住宅單位
43/F RESIDENTIAL UNITS	43樓住宅單位
42/F RESIDENTIAL UNITS	42樓住宅單位
41/F RESIDENTIAL UNITS	41樓住宅單位
40/F RESIDENTIAL UNITS	40樓住宅單位
39/F RESIDENTIAL UNITS	39樓住宅單位
38/F RESIDENTIAL UNITS	38樓住宅單位
37/F RESIDENTIAL UNITS	37樓住宅單位
36/F RESIDENTIAL UNITS	36樓住宅單位
35/F RESIDENTIAL UNITS	35樓住宅單位
33/F RESIDENTIAL UNITS	33樓住宅單位
32/F RESIDENTIAL UNITS	32樓住宅單位
31/F RESIDENTIAL UNITS	31樓住宅單位
30/F RESIDENTIAL UNITS	30樓住宅單位
29/F RESIDENTIAL UNITS	29樓住宅單位
28/F RESIDENTIAL UNITS	28樓住宅單位
27/F RESIDENTIAL UNITS	27樓住宅單位
26/F RESIDENTIAL UNITS	26樓住宅單位
25/F RESIDENTIAL UNITS	25樓住宅單位
23/F RESIDENTIAL UNITS	23樓住宅單位
22/F REFUGE FLOOR	22樓底層
21/F RESIDENTIAL UNITS	21樓住宅單位
20/F RESIDENTIAL UNITS	20樓住宅單位
19/F RESIDENTIAL UNITS	19樓住宅單位
18/F RESIDENTIAL UNITS	18樓住宅單位
17/F RESIDENTIAL UNITS	17樓住宅單位
16/F RESIDENTIAL UNITS	16樓住宅單位
15/F RESIDENTIAL UNITS	15樓住宅單位
12/F RESIDENTIAL UNITS	12樓住宅單位
11/F RESIDENTIAL UNITS	11樓住宅單位
10/F RESIDENTIAL UNITS	10樓住宅單位
9/F RESIDENTIAL UNITS	9樓住宅單位
8/F RESIDENTIAL UNITS	8樓住宅單位
7/F RESIDENTIAL UNITS	7樓住宅單位
6/F RESIDENTIAL UNITS	6樓住宅單位
5/F RESIDENTIAL UNITS	5樓住宅單位
3/F RESIDENTIAL UNITS	3樓住宅單位
TRANSFER PLATE	結構轉換層
2/F	2樓
1/F	1樓
G/F	地下
B1/F	地庫1樓



KEY PLAN
索引圖



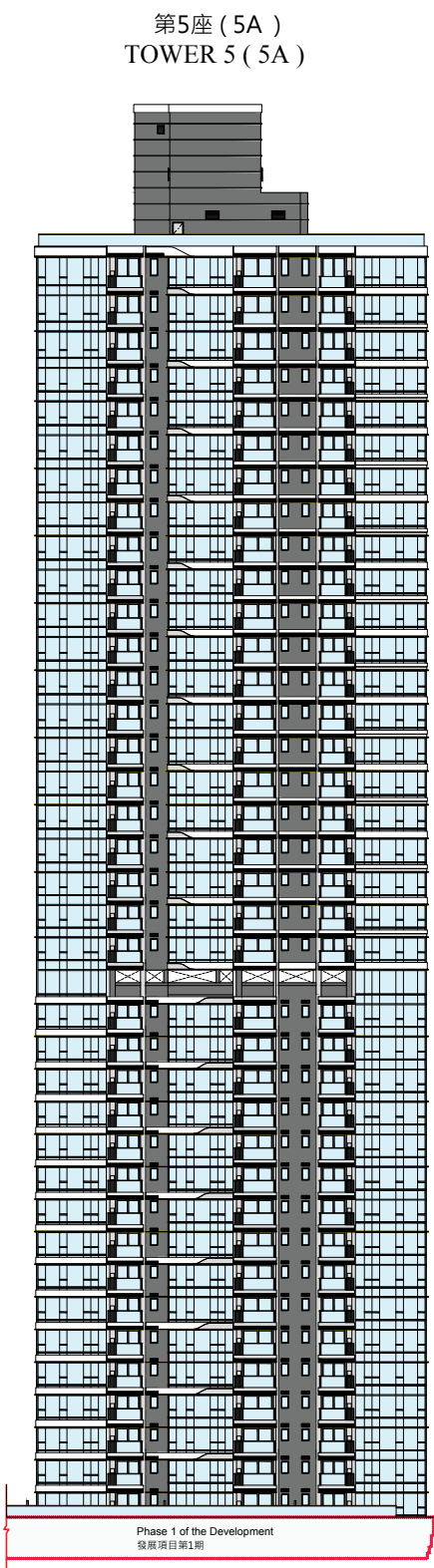
(▽) Denote height (in meters) above the Hong Kong Principal Datum (HKPD).
指香港主水平基準以上高度 (米)。

(---) Dotted line denotes the level of the lowest residential floor of the Building.
虛綫為該建築物最低住宅樓層水平。

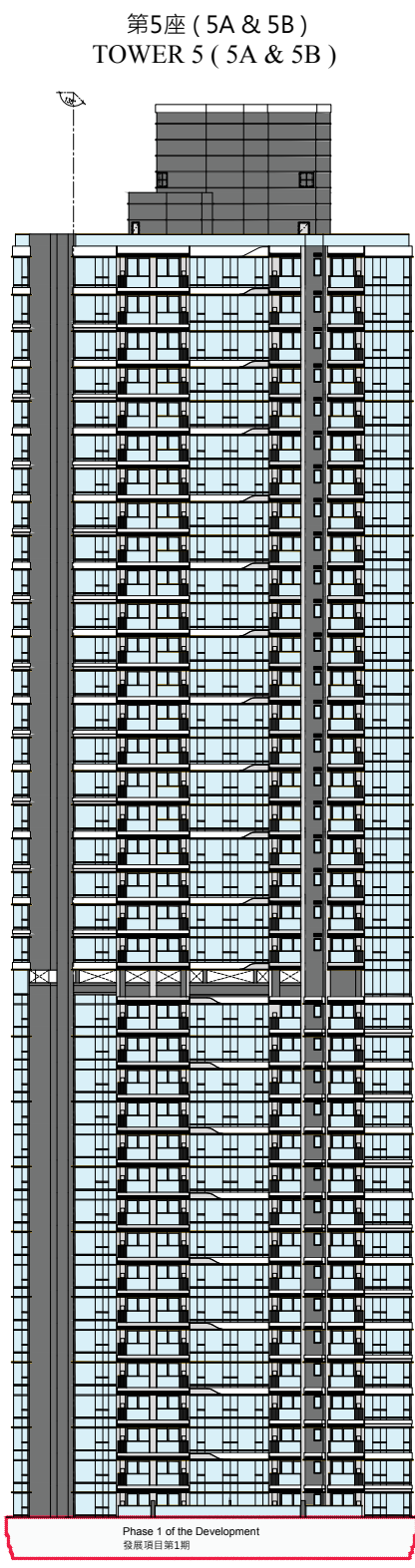
- The part of Lai Hong Street adjacent to the building is 4.20 metres to 4.70 metres above the Hong Kong Principal Datum.
- The part of Fat Tseung Street West adjacent to the building is 3.70 metres to 4.70 metres above the Hong Kong Principal Datum.
- 毗連建築物的一段荔康街為香港主水平基準以上4.20米至4.70米。
- 毗連建築物的一段發祥街西為香港主水平基準以上3.70米至4.70米。

ELEVATION PLAN

立面圖



ELEVATION 1
立面圖 1

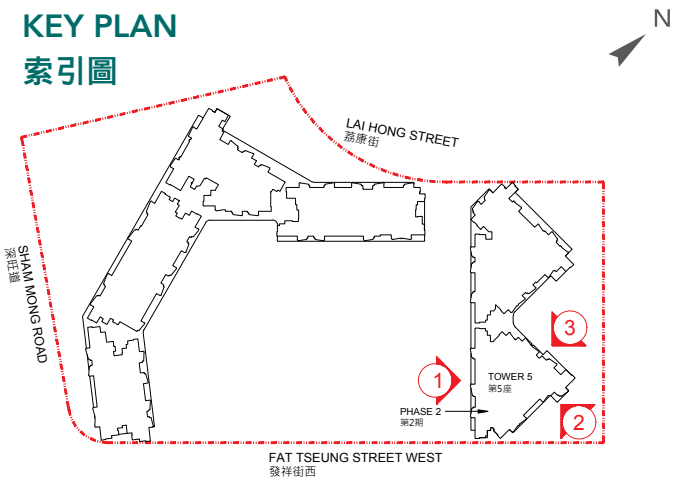


ELEVATION 2
立面圖 2



ELEVATION 3
立面圖 3

KEY PLAN 索引圖



Authorized Person for the Phase has certified that the elevations shown on these plans:

期數的認可人士證明本圖所顯示的立面：

- (1) are prepared on the basis of the approved building plans for the Phase as of 9 July 2026; and
以2026年7月9日的情況為準的期數的經批准的建築圖則為基礎擬備；及
- (2) are in general accordance with the outward appearance of the Phase.
大致上與期數的外觀一致。

INFORMATION ON COMMON FACILITIES IN THE PHASE

期數中的公用設施的資料

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

Remarks :

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

備註：

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

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT

閱覽圖則及公契

- The address of the website at which a copy of the outline zoning plan relating to the Development is available: www.ozp.tpb.gov.hk
 - (a) A copy of the latest draft of every deed of mutual covenant in respect of the specified residential properties as at the date on which the specified residential properties are offered to be sold is available for inspection at the place at which the specified residential properties are offered to be sold.
(b) The inspection is free of charge.
- 備有關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
 - (a) 指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿的文本存放在指明住宅物業的售樓處，以供閱覽。
(b) 無須為閱覽付費。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

1. Exterior finishes			
Item	Description		
(a) External Wall	Type of finishes	Podium:	Green wall, aluminium cladding, aluminium vertical fins, stainless steel cladding, glass wall, stone cladding, tiles and aluminium louvre
		Residential Tower:	Aluminium cladding, aluminium grille, curtain wall and tiles
(b) Window	Material of Frame	Fluorocarbon coated aluminium frame	
	Material of Glass	- Insulated Glazing Unit (IGU) with low-e coating glass at living room, dining room, master bedroom and bedroom - Heat strengthened tinted glass at living room, dining room and kitchen - Heat strengthened tinted & fritted glass at master bathroom and bathroom - Tempered tinted & fritted glass at open kitchen	
(c) Bay window	Material	Not applicable	
	Window sill finishes	Not applicable	
(d) Planter	Type of finishes	Not applicable	
(e) Verandah or balcony	(i) Type of finishes	i) Balcony :	Installed with laminated heat strengthened glass balustrade with aluminium capping
		Floor :	Tiles
		Wall :	Aluminium cladding and tiles
		Ceiling :	Aluminium false ceiling
		ii) Verandah :	Not applicable
	(ii) Whether it is covered	i) Balcony :	Covered
		ii) Verandah :	Not applicable
(f) Drying facilities for clothing	Type	Not applicable	
	Material	Not applicable	

1. 外部裝修物料			
細項	描述		
(a) 外牆	裝修物料的類型	基座 :	綠化牆、鋁飾板、鋁垂直裝飾鰭、不鏽鋼飾板、玻璃牆、石飾板、瓷磚及鋁百葉
		住宅大樓 :	鋁飾板、鋁格柵、玻璃幕牆及瓷磚
(b) 窗	框的用料	鋁質氟化碳塗層窗框	
	玻璃的用料	- 客廳、飯廳、主人睡房及睡房選用低輻射鍍膜雙層中空玻璃 - 客廳、飯廳及廚房選用半鋼化著色玻璃 - 主人浴室及浴室選用半鋼化著色釉面玻璃 - 開放式廚房選用鋼化著色釉面玻璃	
(c) 窗台	用料	不適用	
	窗台板的裝修物料	不適用	
(d) 花槽	裝修物料的類型	不適用	
(e) 陽台或露台	(i) 裝修物料的類型	i) 露台 :	裝有夾層半鋼化玻璃欄杆連鋁質頂𡇗
		地台 :	瓷磚
		牆身 :	鋁飾板及瓷磚
		天花 :	鋁質假天花
		ii) 陽台 :	不適用
	(ii) 是否有蓋	i) 露台 :	有蓋
		ii) 陽台 :	不適用
(f) 乾衣設施	類型	不適用	
	用料	不適用	

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

2. Interior finishes				
Item	Description			
(a) Lobby	Type of finishes	Wall	Floor	Ceiling
	G/F Shuttle Lift Lobby	Metal, glass, natural stone on exposed surface	Natural stone	Plywood board false ceiling with plastic laminate and metal
	2/F Shuttle Lift Lobby	Metal, glass, natural stone on exposed surface	Natural stone	Plywood board false ceiling with plastic laminate and metal
	2/F Residential Lift Lobby	Metal, glass, natural stone and special paint on exposed surface	Natural stone	Gypsum board false ceiling finished with special paint and plastic laminate
	Residential Typical Floor Lift Lobby	Metal, plastic laminate and wood on exposed surface	Tiles	Gypsum board false ceiling finished with emulsion paint and special paint
(b) Internal wall and ceiling		Wall	Ceiling	
	Type of finishes for Living room	Emulsion paint on exposed surface	Emulsion paint on gypsum board bulkhead and exposed surface	
	Type of finishes for Dining room	Emulsion paint on exposed surface, mirror with metal frame and plastic laminate. Emulsion paint on exposed surface (Unit A, B and C of Tower 5A and Unit A of Tower 5B)	Emulsion paint on gypsum board bulkhead and exposed surface	
	Type of finishes for Bedroom	Emulsion paint on exposed surface	Emulsion paint on gypsum board bulkhead and exposed surface	
(c) Internal floor		Floor	Skirting	
	Material of Living room	Wooden pattern stone plastic composite flooring, artificial stone threshold and metal on exposed surface	Timber skirting	
	Material of Dining room	Wooden pattern stone plastic composite flooring on exposed surface	Timber skirting	
	Material of Bedroom	Wooden pattern stone plastic composite flooring on exposed surface	Timber skirting	

2. 室內裝修物料				
細項	描述			
(a) 大堂	裝修物料的類型	牆壁	地板	天花板
	地下穿梭升降機大堂	外露牆身鋪砌金屬、玻璃、天然石材	鋪砌天然石材	夾板假天花配膠板及金屬
	2樓穿梭升降機大堂	外露牆身鋪砌金屬、玻璃、天然石材	鋪砌天然石材	夾板假天花配膠板及金屬
	2樓住宅樓層升降機大堂	外露牆身鋪砌金屬、玻璃、天然石材及特色油漆	鋪砌天然石材	石膏板假天花髹特色油漆及膠板
	住宅標準樓層升降機大堂	外露牆身鋪砌金屬、膠板及木材	瓷磚	石膏板假天花髹乳膠漆及特色油漆
(b) 內牆及天花板		牆壁	天花板	
	客廳裝修物料的類型	外露位置髹乳膠漆	石膏板假樑及外露位置髹乳膠漆	
	飯廳裝修物料的類型	外露位置髹乳膠漆、鏡及金屬飾邊及膠板 外露位置髹乳膠漆 (第5A座A、B及C單位及第5B座A單位)	石膏板假樑及外露位置髹乳膠漆	
	睡房裝修物料的類型	外露位置髹乳膠漆	石膏板假樑及外露位置髹乳膠漆	
(c) 內部地板		地板	牆腳線	
	客廳的用料	外露位置鋪砌木紋石塑地板、人造石圍邊及金屬	木腳線	
	飯廳的用料	外露位置鋪砌木紋石塑地板	木腳線	
	睡房的用料	外露位置鋪砌木紋石塑地板	木腳線	

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

2. Interior finishes						
Item	Description					
(d) Bathroom	(i) Type of finishes	Wall	Floor	Ceiling		
		Tiles on exposed surface	Tiles on exposed surface	Gypsum board false ceiling with emulsion paint, aluminum ceiling and metal Gypsum board false ceiling with emulsion paint (Unit B, C, D and E of Tower 5B)		
	(ii) Whether the wall finishes run up to ceiling	Wall finishes run up to false ceiling				
(e) Kitchen	(i) Type of finishes	Wall	Floor	Ceiling	Cooking Bench	
	Open Kitchen	Artificial stone and laminated glass on exposed surface, tiles behind kitchen cabinet	Wooden pattern stone plastic composite flooring on exposed surface and tiles below low cabinet	Gypsum board false ceiling with emulsion paint	Artificial stone	
	Kitchen	Tiles, artificial stone and laminated glass on exposed surface and tiles (behind low cabinet)	Tiles on exposed surface	Gypsum board false ceiling with emulsion paint	Artificial stone	
	(ii) Whether the wall finishes run up to ceiling	Wall finishes run up to the false ceiling				

2. 室內裝修物料						
細項	描述					
(d) 浴室	(i) 裝修物料的類型	牆壁	地板	天花板		
		外露位置鋪砌瓷磚	外露位置鋪砌瓷磚	石膏板假天花髹乳膠漆、鋁天花及金屬石膏板假天花髹乳膠漆（第5B座B、C、D及E單位）		
	(ii) 牆壁的裝修物料是否鋪至天花板	牆壁的裝修物料鋪至假天花				
(e) 廚房	(i) 裝飾物料的類型	牆壁	地板	天花板	灶台	
	開放式廚房	外露位置鋪砌人造石及夾膠玻璃，廚櫃背鋪砌瓷磚	外露位置鋪砌木紋石塑地板及地櫃底砌瓷磚	石膏板假天花髹乳膠漆	人造石	
	廚房	外露位置鋪砌瓷磚、人造石及夾膠玻璃及地櫃背砌瓷磚	外露位置鋪砌瓷磚	石膏板假天花髹乳膠漆	人造石	
	(ii) 牆壁的裝修物料是否鋪至天花板	牆壁的裝修物料鋪至假天花				

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings				
Item	Description			
(a) Door		Material	Finishes	Accessories
	Main Entrance Door	Fire-rated solid core timber door	Plastic laminate, wood veneer and metal	Door viewer, door closer, digital lockset, hinge, door stopper and smoke seal
	Balcony and Utility Platform Door	Aluminium door frame and insulated glass unit sliding door	PVF2 coated aluminium frame	Lockset with handle
	Private Flat Roof Door	Aluminium door frame and insulated glass unit sliding door	PVF2 coated aluminium frame	Lockset with handle
	Private Roof Door	Stainless steel swing door	Stainless steel	Lockset with handle, door closer and hinge
	Master Bedroom Door	Hollow core timber door	Plastic laminate, wood veneer and metal	Lockset with handle, hinge and door stopper
	Bedroom 1 Door / Bedroom 2 Door	Hollow core timber door	Plastic laminate, wood veneer and metal	Lockset with handle, hinge and door stopper
	Bathroom Door	Hollow core timber door with timber louvre	Plastic laminate and wood veneer	Lockset with handle, hinge and door stopper
		Hollow core timber sliding door with timber louvre (Unit B, C, D, E of Tower 5B)	Plastic laminate and wood veneer	Sliding door track set and lockset
	Master Bathroom Door	Hollow core timber door with timber louvre	Plastic laminate and wood veneer	Lockset with handle, hinge and door stopper
	Kitchen Door	Fire-rated solid core timber door with fire-rated glass vision panel	Plastic laminate, glass, wood veneer and metal	Door handle, door closer and hinge
	Store Room Door	Hollow core timber door	Plastic laminate, wood veneer and metal	Lockset with handle, hinge and door stopper
	Utility Room Door	Hollow core timber sliding door	Plastic laminate and wood veneer	Sliding door track set and lockset
	Lavatory Door	Aluminium frame glass panel slide-fold door	Powder coating	Door handle and hinge

3. 室內裝置				
細項	描述			
(a) 門		用料	裝修物料	配件
	單位大門	防火實心木門	膠板、木飾面及金屬	防盜眼、氣鼓、智能門鎖、門鉸、門擋及防煙密封條
	露台及工作平台門	鋁門框及中空玻璃趟門	氟化碳塗層鋁框	門鎖連拉手
	私人平台門	鋁門框及中空玻璃趟門	氟化碳塗層鋁框	門鎖連拉手
	私人天台門	不鏽鋼掩門	不鏽鋼	門鎖連拉手、氣鼓及門鉸
	主人睡房門	空心木門	膠板、木飾面及金屬	門鎖連拉手、門鉸及門擋
	睡房1門 / 睡房2門	空心木門	膠板、木飾面及金屬	門鎖連拉手、門鉸及門擋
	浴室門	空心木門設有木百葉	膠板及木飾面	門鎖連拉手、門鉸及門擋
		空心木趟門設有木百葉 (第5B座B、C、D及E單位)	膠板及木飾面	趟門軌道及門鎖
	主人浴室門	空心木門設有木百葉	膠板及木飾面	門鎖連拉手、門鉸及門擋
	廚房門	防火實心木門配防火玻璃視窗	膠板、玻璃、木飾面及金屬	門把手、氣鼓及門鉸
	儲物房門	空心木門	膠板、木飾面及金屬	門鎖連拉手、門鉸及門擋
	工作間門	空心木趟門	膠板及木飾面	趟門軌道及門鎖
	洗手間門	鋁框玻璃面板拉摺門	粉末塗層	門把手及門鉸

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings				
Item	Description			
(b) Bathroom	(i) Type and material of fittings and equipment	Fittings & Equipments	Type	Material
			Cabinet	Mirror cabinet
				Basin cabinet
				Shelves
				Shelves cabinet (Unit B, C, D and E of Tower 5B)
		Bathroom fittings	Basin mixer	Metal
			Basin	Artificial stone
			Water closet	Ceramic
			Towel bar	Metal
			Hook	Metal
			Paper holder	Metal
			Shower cubicle with shower shelf (except for Master Bathroom in Unit A, B and C of Tower 5A)	Tempered glass and artificial stone
	(ii) Type and material of water supply system	Cold water supply system		Copper water pipes
		Hot water supply system		Copper water pipes with thermal insulation
		Flush water supply system		uPVC pipes
	(iii) Type and material of bathing facilities (including shower or bath tub, if applicable)	Shower	Shower mixer with Shower set	Metal
		Bathtub	Bathtub mixer with Shower set (for Master Bathroom in Unit A, B and C of Tower 5A only)	Bathtub: enamel steel, bathtub mixer and shower set: metal
	(iv) Size of bath tub, if applicable		1500mm Length x 700mm Width x 410mm Depth	

3. 室內裝置				
細項	描述			
(b) 浴室	(i) 裝置及設備的類型及用料	櫃	鏡櫃	鏡、玻璃及金屬
			洗手盆櫃	木製櫃配人造石枱面、膠板及金屬
			層架	玻璃層架配特色玻璃及金屬飾邊
			層架櫃 (第5B座B、C、D及E單位)	木製櫃配膠板、高光漆及金屬
		潔具	洗手盆水龍頭	金屬
			洗手盆	人造石材
			坐廁	搪瓷
			毛巾架	金屬
			掛鈎	金屬
			廁紙架	金屬
			淋浴間間隔及淋浴間層架 (第5A座A、B及C單位主人浴室除外)	強化玻璃及人造石材
	(ii) 供水系統的類型及用料	冷水供應系統		銅喉管
		熱水供應系統		隔熱絕緣保護之銅喉管
		沖廁水供應系統		膠喉管
	(iii) 沐浴設施 (包括花灑或浴缸 (如適用的話))	花灑	淋浴水龍頭及花灑套裝	金屬
		浴缸	浴缸水龍頭及花灑套裝 (僅限第5A座A、B及C單位主人浴室)	浴缸：搪瓷鋼，浴缸水龍頭及花灑套裝：金屬
	(iv) 浴缸大小 (如適用的話)		1500毫米(長) x 700毫米(闊) x 410毫米(深)	

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings			
Item	Description		
(c) Kitchen		Material	
	(i) Material of sink unit	Stainless steel	
	(ii) Material of water supply system	Cold water supply system	Copper water pipes
		Hot water supply system	Copper water pipes with thermal insulation
		Material	Finishes
	(iii) Material and finishes of kitchen cabinet	Wooden cabinet	Plastic laminate, metal, lacquer paint and kitchen cabinet countertop fitted with artificial stone
	(iv) Type of all other fittings and equipment	Fire Service Installations and Equipment	Sprinkler head(s) and sounder-based smoke detector(s) installed in all units with open kitchen
		Other fittings	Chrome plated sink mixer
		Other Equipment	For the brand name and model number of appliances, please refer to the "Appliances Schedule"
(d) Bedroom	Type and material of fittings (including built-in wardrobe)	Not Applicable	
(e) Telephone	Location and number of connection points	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties"	
(f) Aerials	Location and number of connection points	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties"	

3. 室內裝置			
細項	描述		
(c) 廚房		用料	
	(i) 洗滌盆的用料	不銹鋼	
	(ii) 供水系統的用料	冷水供應系統	銅喉管
		熱水供應系統	隔熱絕緣保護之銅喉管
		用料	裝修物料
	(iii) 廚櫃的用料及裝修物料	木製櫃	膠板、金屬、高光漆及人造石廚櫃檯面
	(iv) 所有其他裝置及設備的類型	消防裝置及設備	消防花灑頭及配有聲響警報基座的消防煙霧偵測器安裝在所有開放式廚房的單位
		其他裝置	鍍鉻洗滌盆水龍頭
		其他設備	設備之品牌及型號，請參閱「設備說明表」
(d) 睡房	裝置（包括嵌入式衣櫃）的類型及用料	不適用	
(e) 電話	接駁點的位置及數目	請參閱「住宅物業機電裝置數量說明表」	
(f) 天線	接駁點的位置及數目	請參閱「住宅物業機電裝置數量說明表」	

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings			
Item	Description		
(g) Electrical installations	(i) Electrical fittings (including safety devices)	Electrical fittings	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties"
		Safety devices	Three phases electricity supply with Miniature Circuit Breakers Distribution board are provided in all units
	(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed ¹	
	(iii) Location and number of power points and air-conditioner points	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties"	
(h) Gas supply	(i) Type	Towngas	
	(ii) System	Towngas point is provided in units with Kitchen and connected to gas cooking hob. Towngas point is provided in units with Kitchen and connected to gas water heater (for Unit A, B and C (except 3/F) of Tower 5A and Unit A of Tower 5B only). Towngas point is reserved in units with Open Kitchen for future connection. For appliances provision, please refer to "Appliances Schedule".	
	(iii) Location	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties"	
(i) Washing machine connection point	Design	Water inlet point and waste water outlet is provided for washing machine	
	Location	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties"	

3. 室內裝置			
細項	描述		
(g) 電力裝置	(i) 供電附件 (包括安全裝置)	電力裝置	請參閱「住宅物業機電裝置數量說明表」
		安全裝置	三相電力供應並裝妥微形斷路器配電箱提供於所有單位
	(ii) 導管是隱藏或外露	導管是部分隱藏及部分外露 ¹	
	(iii) 電插座及空調機接駁點的位置及數目	請參閱「住宅物業機電裝置數量說明表」	
(h) 氣體供應	(i) 類型	煤氣	
	(ii) 系統	廚房內的氣體煮食爐已接駁煤氣喉位。 廚房內的氣體熱水爐已接駁煤氣喉位 (僅限第5A座A、B及C單位 (3樓除外) 及第5B座A單位)。 開放式廚房內預先裝妥煤氣喉位。 有關供應之設備, 請參閱「設備說明表」。	
	(iii) 位置	請參閱「住宅物業機電裝置數量說明表」	
(i) 洗衣機接駁點	設計	設有洗衣機來水及去水接駁喉位	
	位置	請參閱「住宅物業機電裝置數量說明表」	

Remark:

- 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, claddings, non- concrete partition walls, designated pipe ducts or other materials.

備註:

- 除部分隱藏於混凝土內之導管外,其他部分的導管均為外露。外露的導管可能被假天花、假陣、貯存櫃、覆蓋板、非混凝土間牆、指定之管道槽或其他物料遮蓋。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings			
Item	Description		
(j) Water supply	(i) Material of water pipes	Cold water supply system	Copper water pipes
		Hot water supply system	Copper water pipes with thermal insulation
	(ii) Whether water pipes are concealed or exposed	Both hot and cold water pipes are partly concealed and partly exposed ²	
	(iii) Whether hot water is available	Hot water is available for kitchen, master bathroom, bathroom and lavatory in utility room	

3. 室內裝置			
細項	描述		
(j) 供水	(i) 水管的用料	冷水供應系統	銅喉管
		熱水供應系統	隔熱絕緣保護之銅喉管
	(ii) 水管是隱藏或外露	冷熱水喉是部分隱藏及部分外露 ²	
	(iii) 有否熱水供應	廚房、主人浴室、浴室及工作間內洗手間有熱水供應	

Remark:

- 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, claddings, non- concrete partition walls, designated pipe ducts or other materials.

備註:

- ². 除部分隱藏於混凝土內之水管外，其他部分的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、覆蓋板、非混凝土間牆、指定之管道槽或其他物料遮蓋。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

4. Miscellaneous					
Item	Description				
(a) Lifts	Residential Lift	(i) Brand name and Model number	Brand name	KONE	
			Model number	KONE MiniSpace	
		(ii) Number and floors served by them	Number of lifts	6	
			Floors served by the lifts	Tower 5A & 5B	4 lifts serving 2/F-3/F, 5/F-12/F, 15/F-21/F, 23/F, 25/F-33/F, 35/F-43/F and 45/F-46/F
					1 lift serving Basement 2 Floor, G/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-43/F and 45/F-46/F
					1 lift serving Basement 2 Floor, 2/F-3/F, 5/F-12/F, 15/F-21/F, 23/F, 25/F-33/F, 35/F-43/F and 45/F-46/F
	Residential Shuttle Lift	(i) Brand name and Model number	Brand name	KONE	
			Model number	KONE MonoSpace	
		(ii) Number and floors served by them	Number of lifts	7	
			Floors served by the lifts	7 lifts serving Basement 2 Floor, Basement 1 Floor, G/F and 2/F	

4. 雜項					
細項	描述				
(a) 升降機	住宅升降機	(i) 品牌名稱及產品型號	品牌名稱	通力	
			產品型號	KONE MiniSpace	
		(ii) 升降機的數目及到達的樓層	升降機的數目	6部	
			到達的樓層	第5A及5B座	4部升降機到達2樓至3樓、5樓至12樓、15樓至21樓、23樓、25樓至33樓、35樓至43樓及45樓至46樓
	1部升降機到達地庫2樓、地下、1樓至3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至43樓及45樓至46樓				
	1部升降機到達地庫2樓、2樓至3樓、5樓至12樓、15樓至21樓、23樓、25樓至33樓、35樓至43樓及45樓至46樓				
住宅穿梭升降機	(i) 品牌名稱及產品型號	品牌名稱	通力		
		產品型號	KONE MonoSpace		
	(ii) 升降機的數目及到達的樓層	升降機的數目	7部		
		到達的樓層	7部升降機到達地庫2樓、地庫1樓、地下及2樓		

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

賣方承諾如期數中沒有安裝於上述第4(a)及下述6項所指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

4. Miscellaneous				
Item	Description			
(b) Letter box	Material	Metal & wood		
(c) Refuse collection	(i) Means of refuse collection	Collected by cleaners		
	(ii) Location of refuse room	Refuse storage and material recovery room is provided in the common area of each residential floor. Refuse storage and material recovery chamber is provided on B1/F		
(d) Water meter, electricity meter and gas meter		Water meter	Electricity meter	Gas meter
	(i) Location	Inside common water meter cabinet or water meter room on each residential floor	Inside common electrical cabinet or electrical meter room on each residential floor	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties"
	(ii) Whether they are separate or communal meters for residential properties	Separate meter	Separate meter	Separate meter

5. Security facilities		
Security system and equipment (including details of built-in provisions and their locations)	Access Control and security system	Visitor panels, smart card readers and security door lock are installed at G/F entrance lobbies. Smart card readers are installed inside residential tower lifts. Carpark control system is provided. Carpark barrier gates are provided at G/F vehicle entrance.
	CCTV	CCTV system is provided at G/F residential entrance lobbies, all lifts and common areas, and is connected directly to the management office on 1/F.

6. Appliances	
Item	Description
Brand name and model number	Please refer to "Appliances Schedule "

4. 雜項				
細項	描述			
(b) 信箱	用料	金屬及木材		
(c) 垃圾收集	(i) 垃圾收集的方法	由清潔工人收集垃圾		
	(ii) 垃圾房的位置	各住宅層之公用地方均設有垃圾及物料回收房。另垃圾及物料回收站設於地庫1樓		
(d) 水錶、電錶及氣體錶		水錶	電錶	氣體錶
	(i) 位置	每層住宅樓層的公用水錶櫃或水錶房內	每層住宅樓層的公用電錶櫃或電錶房內	請參閱「住宅物業機電裝置數量說明表」
	(ii) 就住宅單位而言是獨立抑或公用的錶	獨立錶	獨立錶	獨立錶

5. 保安設施		
保安系統及設備 (包括嵌入式的裝置的細節及其位置)	入口通道控制及保安系統	地下入口大堂設有訪客對講機、智能咭閱讀器及密碼門鎖。住宅大樓升降機內另設有智能咭閱讀器供住戶之用。設有停車場管理系統,車閘設於地下車輛入口。
	閉路電視	閉路電視設於地下各住宅入口大堂、所有升降機內及公用地方,並直接連接一樓管理員辦公室。

6. 設備	
細項	描述
品牌名稱及產品型號	請參考「設備說明表」

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

賣方承諾如期數中沒有安裝於上述第4(a)及下述6項所指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

6. Appliances Schedule

6. 設備說明表

Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	Tower 5 (5A) 第5座 (5A)										Tower 5 (5B) 第5座 (5B)											
				3/F 3樓					5/F - 21/F & 23/F - 46/F 5樓至21樓及 23樓至46樓					3/F 3樓						5/F - 21/F & 23/F - 46/F 5樓至21樓及23樓至46樓					
				A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F
Private Flat Roof (For Residential Properties on 3/F Only) 私人平台 (只適用於3樓的單位)	Variable Refrigerant Flow (VRF) Type Air Conditioner (Outdoor Unit) 變頻多聯式空調機 (室外機)	Mitsubishi Heavy Industries 三菱重工	FDC112KXEN6	-	-	-	Y	Y	/	/	/	/	/	-	-	-	-	-	Y	/	/	/	/	/	/
Common Flat Roof (For Residential Properties on 3/F Only) 公眾平台 (只適用於3樓的單位)	Variable Refrigerant Flow (VRF) Type Air Conditioner (Outdoor Unit) 變頻多聯式空調機 (室外機)	Mitsubishi Heavy Industries 三菱重工	FDC112KXEN6	-	-	-	-	-	/	/	/	/	/	-	Y	Y	Y	Y	-	/	/	/	/	/	/
			FDC150KXZEN2HJ	Y	Y	Y	-	-	/	/	/	/	/	Y	-	-	-	-	-	/	/	/	/	/	/
A/C Platform 空調機平台	Variable Refrigerant Flow (VRF) Type Air Conditioner (Outdoor Unit) 變頻多聯式空調機 (室外機)	Mitsubishi Heavy Industries 三菱重工	FDC112KXEN6	/	/	/	/	/	-	-	-	Y	Y	/	/	/	/	/	/	-	Y	Y	Y	Y	Y
			FDC150KXZEN2HJ	/	/	/	/	/	Y	Y	Y	-	-	/	/	/	/	/	/	Y	-	-	-	-	-
Living Room / Dining Room 客廳 / 飯廳	Variable Refrigerant Flow (VRF) Type Air Conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Mitsubishi Heavy Industries 三菱重工	FDK56KXZE1	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	-	Y	Y	Y	Y	Y	-	Y	Y	Y	Y	Y
			FDK71KXZE1	-	-	-	-	-	-	-	-	-	-	Y	-	-	-	-	-	Y	-	-	-	-	-
	Free-standing Refrigerator 獨立式雪櫃	Siemens 西門子	KG33NV141K	-	-	-	Y	Y	-	-	-	Y	Y	-	Y	Y	Y	Y	Y	-	Y	Y	Y	Y	Y

Notes:

- "Y" mean such appliance(s) is / are provided and / or installed in the residential property.
- The symbol "-" as shown in the schedule above denotes "Not Provided".
- The symbol "/" as shown in the schedule above denotes "Not Applicable".
- 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

備註:

- "Y" 表示此設備於該住宅物業內提供及 / 或安裝。
- 上表 "-" 代表「不提供」。
- 上表 "/" 代表「不適用」。
- 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

6. Appliances Schedule

6. 設備說明表

Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	Tower 5 (5A) 第5座 (5A)										Tower 5 (5B) 第5座 (5B)											
				3/F 3樓					5/F - 21/F & 23/F - 46/F 5樓至21樓及 23樓至46樓					3/F 3樓						5/F - 21/F & 23/F - 46/F 5樓至21樓及23樓至46樓					
				A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F
Master Bedroom 主人睡房	Variable Refrigerant Flow (VRF) Type Air Conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Mitsubishi Heavy Industries 三菱重工	FDK28KXZE1	-	-	-	Y	Y	-	-	-	Y	Y	-	Y	-	-	-	Y	-	Y	-	-	-	Y
			FDK36KXZE1	Y	Y	Y	-	-	Y	Y	Y	-	-	Y	-	Y	Y	Y	-	Y	-	Y	Y	Y	-
Bedroom 1 睡房 1	Variable Refrigerant Flow (VRF) Type Air Conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Mitsubishi Heavy Industries 三菱重工	FDK22KXZE1	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	/	/	/	Y	Y	Y	/	/	/	Y
Bedroom 2 睡房 2	Variable Refrigerant Flow (VRF) Type Air Conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Mitsubishi Heavy Industries 三菱重工	FDK22KXZE1	Y	Y	Y	/	/	Y	Y	Y	/	/	Y	/	/	/	/	/	Y	/	/	/	/	/
Utility Room 工作間	Variable Refrigerant Flow (VRF) Type Air Conditioner (Indoor Unit) 變頻多聯式空調機 (室內機)	Mitsubishi Heavy Industries 三菱重工	FDK22KXZE1	Y	Y	Y	/	/	Y	Y	Y	/	/	/	/	/	/	/	/	/	/	/	/	/	/

- Notes:
- 1. "Y" mean such appliance(s) is / are provided and / or installed in the residential property.
 - 2. The symbol "-" as shown in the schedule above denotes "Not Provided".
 - 3. The symbol "/" as shown in the schedule above denotes "Not Applicable".
 - 4. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

- 備註：
- 1. "Y" 表示此設備於該住宅物業內提供及 / 或安裝。
 - 2. 上表 "-" 代表「不提供」。
 - 3. 上表 "/" 代表「不適用」。
 - 4. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

6. Appliances Schedule

6. 設備說明表

Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	Tower 5 (5A) 第5座 (5A)										Tower 5 (5B) 第5座 (5B)											
				3/F 3樓					5/F - 21/F & 23/F - 46/F 5樓至21樓及 23樓至46樓					3/F 3樓						5/F - 21/F & 23/F - 46/F 5樓至21樓及23樓至46樓					
				A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F
Kitchen 廚房	Cooker Hood 抽油煙機	Fotile 方太	EMG9008-Y	Y	Y	Y	/	/	Y	Y	Y	/	/	Y	/	/	/	/	/	Y	/	/	/	/	/
	Single Burner Gas Cooking Hob 單頭氣體煮食爐	Siemens 西門子	ER3A6AB70X	Y	Y	Y	/	/	Y	Y	Y	/	/	Y	/	/	/	/	/	Y	/	/	/	/	/
	Double Burner Gas Cooking Hob 雙頭氣體煮食爐	Siemens 西門子	ER3A6BB70X	Y	Y	Y	/	/	Y	Y	Y	/	/	Y	/	/	/	/	/	Y	/	/	/	/	/
	Free-standing Refrigerator 獨立式雪櫃	Siemens 西門子	KG33NV141K	Y	Y	Y	/	/	Y	Y	Y	/	/	Y	/	/	/	/	/	Y	/	/	/	/	/
	Built-in Combination Steam Oven 嵌入式蒸焗爐	Siemens 西門子	CS589ABS0H	Y	Y	Y	/	/	Y	Y	Y	/	/	Y	/	/	/	/	/	Y	/	/	/	/	/
	Built-in Washer Dryer 嵌入式洗衣乾衣機	Siemens 西門子	WK14S251HK	Y	Y	Y	/	/	Y	Y	Y	/	/	Y	/	/	/	/	/	Y	/	/	/	/	/
	Exhaust Fan 抽氣扇	Panasonic 樂聲牌	FV-07NU1H	Y	Y	Y	/	/	Y	Y	Y	/	/	Y	/	/	/	/	/	Y	/	/	/	/	/
	Electric Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	HDB-E 18 Trend	Y	Y	Y	/	/	-	-	-	/	/	-	/	/	/	/	/	-	/	/	/	/	/
	Gas Water Heater 氣體熱水爐	TGC	TRJW222TFQL	-	-	-	/	/	Y	Y	Y	/	/	Y	/	/	/	/	/	Y	/	/	/	/	/

Notes:

- "Y" mean such appliance(s) is / are provided and / or installed in the residential property.
- The symbol "-" as shown in the schedule above denotes "Not Provided".
- The symbol "/" as shown in the schedule above denotes "Not Applicable".
- 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

備註：

- "Y" 表示此設備於該住宅物業內提供及 / 或安裝。
- 上表 "-" 代表「不提供」。
- 上表 "/" 代表「不適用」。
- 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

6. Appliances Schedule

6. 設備說明表

Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	Tower 5 (5A) 第5座 (5A)										Tower 5 (5B) 第5座 (5B)											
				3/F 3樓					5/F - 21/F & 23/F - 46/F 5樓至21樓及 23樓至46樓					3/F 3樓						5/F - 21/F & 23/F - 46/F 5樓至21樓及23樓至46樓					
				A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F
Open Kitchen 開放式廚房	Cooker Hood 抽油煙機	Fotile 方太	EMG6018-Y	/	/	/	Y	Y	/	/	/	Y	Y	/	Y	Y	Y	Y	Y	/	Y	Y	Y	Y	Y
	2 Zone Induction Hob 雙爐頭電磁爐	Siemens 西門子	EH375FBB1E	/	/	/	Y	Y	/	/	/	Y	Y	/	Y	Y	Y	Y	Y	/	Y	Y	Y	Y	Y
	Built-in Combination Steam Oven 嵌入式蒸焗爐	Siemens 西門子	CS589ABS0H	/	/	/	Y	Y	/	/	/	Y	Y	/	Y	Y	Y	Y	Y	/	Y	Y	Y	Y	Y
	Built-in Washer Dryer 嵌入式洗衣乾衣機	Siemens 西門子	WK14S251HK	/	/	/	Y	Y	/	/	/	Y	Y	/	Y	Y	Y	Y	Y	/	Y	Y	Y	Y	Y
	Electric Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	DHM 6	/	/	/	Y	Y	/	/	/	Y	Y	/	Y	Y	Y	Y	Y	/	Y	Y	Y	Y	Y
Master Bathroom 主人浴室	Electric Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	HDB-E 18 Trend	Y	Y	Y	/	/	Y	Y	Y	/	/	/	/	/	/	/	/	/	/	/	/	/	/
	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BEN4H	Y	Y	Y	/	/	Y	Y	Y	/	/	/	/	/	/	/	/	/	/	/	/	/	/
	Exhaust Fan 抽氣扇		FV-04NU1H	Y	Y	Y	/	/	Y	Y	Y	/	/	/	/	/	/	/	/	/	/	/	/	/	/
Bathroom 浴室	Electric Water Heater 電熱水爐	Stiebel Eltron 斯寶亞創	HDB-E 18 Trend	Y	Y	Y	Y	Y	-	-	-	Y	Y	-	Y	Y	Y	Y	Y	-	Y	Y	Y	Y	Y
	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BEN4H	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	Exhaust Fan 抽氣扇		FV-04NU1H	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Lavatory 洗手間	Exhaust Fan 抽氣扇	Panasonic 樂聲牌	FV-04NU1H	Y	Y	Y	/	/	Y	Y	Y	/	/	/	/	/	/	/	/	/	/	/	/	/	/

Notes:

- "Y" mean such appliance(s) is / are provided and / or installed in the residential property.
- The symbol "-" as shown in the schedule above denotes "Not Provided".
- The symbol "/" as shown in the schedule above denotes "Not Applicable".
- 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

備註:

- "Y" 表示此設備於該住宅物業內提供及 / 或安裝。
- 上表 "-" 代表「不提供」。
- 上表 "/" 代表「不適用」。
- 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓						5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓					
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Living Room and Dining Room 客廳及飯廳	Lighting Switch 燈掣	6	6	6	5	5	6	6	6	5	5	6	6	6	5	5	5	5	3	3	3	4	5	5	3	3	3	4	5	5	3	3	3	4
	Lighting Point 燈位	7	5	6	5	5	7	5	6	5	5	7	5	6	5	5	5	3	3	2	2	3	5	3	3	2	2	3	5	3	3	2	2	3
	Connection Unit for Electric Curtain 接線位供電動窗簾	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	13A Single Socket Outlet 13A單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	1	1	1	2	2	2	1	1	1	2	2	2	1
	13A Single Socket Outlet for Network Switch 13A單位電插座供網絡交換器	-	-	-	1	1	-	-	-	1	1	-	-	-	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1
	13A Twin Socket Outlet 13A雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Single Socket Outlet for Refrigerator 13A單位電插座供雪櫃	-	-	-	1	1	-	-	-	1	1	-	-	-	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1
	13A Single Socket Outlet for Shoe Cabinet Air Purifier 13A單位電插座供鞋櫃空氣清新機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	TV / FM Outlet 電視 / 電台插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Incoming Connection Point for Telephone / Internet Service with Blank Plate 總接駁位供固網電話 / 互聯網連空白蓋板	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

1. "1, 2," as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
2. The symbol "-" as shown in the above table denotes "Not Provided".
3. The symbol "/" as shown in the above table denotes "Not Applicable".
4. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
5. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

備註:

1. 以上說明表所顯示的 "1, 2," 表示提供於該住宅單位內的裝置數量。
2. 上表 "-" 代表「不提供」。
3. 上表 "/" 代表「不適用」。
4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
5. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓						
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Living Room and Dining Room 客廳及飯廳	Data Outlet 數據插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	In-wall Wifi Access Point with Data Outlet 嵌牆式無線存取點連數據插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	-	-	1	1	1	-	-	-	1	1	1	-	-	-	1
	Connection Unit for Indoor Air Conditioner Unit 接線位供空調室內機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Switch for Bathroom Exhaust Fan 開關掣供浴室抽氣扇	-	-	-	-	-	1	1	1	-	-	1	1	1	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Switch for Bathroom Exhaust Fan and Electric Water Heater 開關掣供浴室抽氣扇及電熱水爐	1	1	1	1	1	-	-	-	1	1	-	-	-	1	1	-	1	-	-	-	1	-	1	-	-	-	1	-	1	-	-	-	1
	Switch for Kitchen Exhaust Fan and Gas Water Heater 開關掣供廚房抽氣扇及氣體熱水爐	-	-	-	-	-	1	1	1	-	-	1	1	1	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Switch for Kitchen Exhaust Fan and Electric Water Heater 開關掣供廚房抽氣扇及電熱水爐	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Three Phases Miniature Circuit Breakers Distribution Board 三相微形斷路器配電箱	1	-	1	1	1	1	-	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

1. "1, 2," as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
2. The symbol "-" as shown in the above table denotes "Not Provided".
3. The symbol "/" as shown in the above table denotes "Not Applicable".
4. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
5. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

備註：

1. 以上說明表所顯示的 "1, 2," 表示提供於該住宅單位內的裝置數量。
2. 上表 "-" 代表「不提供」。
3. 上表 "/" 代表「不適用」。
4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
5. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓						5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓					
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Master Bedroom 主人睡房	Lighting Switch 燈掣	2	2	1	1	1	2	2	1	1	1	2	2	1	1	1	1	1	2	2	2	1	1	1	2	2	2	1	1	1	2	2	2	1
	Lighting Point 燈位	2	2	2	1	1	2	2	2	1	1	2	2	2	1	1	2	1	1	1	1	1	2	1	1	1	1	1	2	1	1	1	1	1
	Connection Unit for Electric Curtain 接線位供電動窗簾	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	13A Single Socket Outlet with USB 13A單位電插座連USB插座	1	2	1	1	1	1	2	1	1	1	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	TV / FM Outlet 電視 / 電台插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Reserved Connection Point for Telephone Service with Blank Plate 預留接駁位供固網電話連空白蓋板	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	In-wall Wifi Access Point with Data Outlet 嵌牆式無線存取點連數據插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Connection Unit for Indoor Air Conditioner Unit 接線位供空調室內機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Switch for Bathroom Exhaust Fan and Electric Water Heater 開關掣供浴室抽氣扇及電熱水爐	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	-	-	-	1	1	1	-	-	-	1	1	1	-
	Switch for Master Bathroom Exhaust Fan and Electric Water Heater 開關掣供主人浴室抽氣扇及電熱水爐	1	1	1	-	-	1	1	1	-	-	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:

1. "1, 2," as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
2. The symbol "-" as shown in the above table denotes "Not Provided".
3. The symbol "/" as shown in the above table denotes "Not Applicable".
4. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
5. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

備註:

1. 以上說明表所顯示的 "1, 2," 表示提供於該住宅單位內的裝置數量。
2. 上表 "-" 代表「不提供」。
3. 上表 "/" 代表「不適用」。
4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
5. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第 5 座 (5A)															Tower 5 (5B) 第 5 座 (5B)																	
		3/F 3 樓					5/F - 21/F & 23/F - 45/F 5 樓至 21 樓及 23 樓至 45 樓					46/F 46 樓					3/F 3 樓						5/F - 21/F & 23/F - 45/F 5 樓至 21 樓及 23 樓至 45 樓						46/F 46 樓					
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Bedroom 1 睡房 1	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				1	1	1				1	1	1				1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				1	1	1				1	1	1				1
	Connection Unit for Electric Curtain 接線位供電動窗簾	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				1	1	1				1	1	1				1
	13A Twin Socket Outlet 13 安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				1	1	1				1	1	1				1
	13A Single Socket Outlet with USB 13A 單位電插座連 USB 插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				1	1	1				1	1	1				1
	TV / FM Outlet 電視 / 電台插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				1	1	1				1	1	1				1
	Reserved Connection Point for Telephone Service with Blank Plate 預留接駁位供固網電話連空白蓋板	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				1	1	1				1	1	1				1
	In-wall Wifi Access Point with Data Outlet 嵌牆式無線存取點連數據插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				1	1	1				1	1	1				1
	Connection Unit for Indoor Air Conditioner Unit 接線位供空調室內機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1				1	1	1				1	1	1				1

- Notes:
- “1, 2,” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - The symbol “-” as shown in the above table denotes “Not Provided”.
 - The symbol “/” as shown in the above table denotes “Not Applicable”.
 - The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
 - 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

- 備註：
- 以上說明表所顯示的“1, 2,”表示提供於該住宅單位內的裝置數量。
 - 上表“-”代表「不提供」。
 - 上表“/”代表「不適用」。
 - 說明表所顯示的燈掣數量是表示燈掣面板的數量。
 - 不設 4 樓、13 樓、14 樓、22 樓、24 樓、34 樓及 44 樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓						5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓					
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Bedroom 2 睡房 2	Lighting Switch 燈掣	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Lighting Point 燈位	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Connection Unit for Electric Curtain 接線位供電動窗簾	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	13A Single Socket Outlet with USB 13A單位電插座連USB插座	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	TV / FM Outlet 電視 / 電台插座	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Reserved Connection Point for Telephone Service with Blank Plate 預留接駁位供固網電話連空白蓋板	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	In-wall Wifi Access Point with Data Outlet 嵌牆式無線存取點連數據插座	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Connection Unit for Indoor Air Conditioner Unit 接線位供空調室內機	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/

- Notes:
- “1, 2,”as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - The symbol “-” as shown in the above table denotes “Not Provided”.
 - The symbol “/” as shown in the above table denotes “Not Applicable”.
 - The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
 - 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

- 備註：
- 以上說明表所顯示的“1, 2,”表示提供於該住宅單位內的裝置數量。
 - 上表“-”代表「不提供」。
 - 上表“/”代表「不適用」。
 - 說明表所顯示的燈掣數量是表示燈掣面板的數量。
 - 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓						5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓					
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Kitchen 廚房	Lighting Point 燈位	3	3	3	/	/	3	3	3	/	/	3	3	3	/	/	3	/	/	/	/	/	3	/	/	/	/	/	3	/	/	/	/	/
	Power Supply Point for Cabinet Light 櫃燈供電位	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	13A Single Socket Outlet for Network Switch 13A單位電插座供網絡交換器	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	13A Single Socket Outlet 13A單位電插座	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	13A Twin Socket Outlet with USB 13A雙位電插座連USB插座	2	2	2	/	/	2	2	2	/	/	2	2	2	/	/	2	/	/	/	/	/	2	/	/	/	/	/	2	/	/	/	/	/
	13A Single Socket Outlet for Refrigerator 13A單位電插座供雪櫃	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	13A Single Socket Outlet for Washer Dryer 13A單位電插座供洗衣乾衣機	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	13A Single Socket Outlet for Cooker Hood 13A單位電插座供抽油煙機	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	13A Single Socket Outlet for Gas Cooking Hob 13A單位電插座供氣體煮食爐	2	2	2	/	/	2	2	2	/	/	2	2	2	/	/	2	/	/	/	/	/	2	/	/	/	/	/	2	/	/	/	/	/

- Notes:
- “1, 2,” as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - The symbol “-” as shown in the above table denotes “Not Provided”.
 - The symbol “/” as shown in the above table denotes “Not Applicable”.
 - The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
 - 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

- 備註：
- 以上說明表所顯示的“1, 2,”表示提供於該住宅單位內的裝置數量。
 - 上表“-”代表「不提供」。
 - 上表“/”代表「不適用」。
 - 說明表所顯示的燈掣數量是表示燈掣面板的數量。
 - 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓						5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓					
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Kitchen 廚房	Reserved Connection Unit for Kitchen Appliances 預留接線位供廚房設備	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Switch for Reserved Connection Unit 開關掣供預留接線位	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Connection Unit for Combination Steam Oven 接線位供蒸焗爐	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Switch for Combination Steam Oven 開關掣供蒸焗爐	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	13A Single Socket Outlet for Kitchen Cabinet Electrically Operated Lift-up Basket 13A單位電插座廚房吊櫃電動升降籃	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Connection Unit for Exhaust Fan 接線位供抽氣扇	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	32A TPN Waterproof Isolator Switch for Electric Water Heater 32A TPN防水隔離開關掣供電熱水爐	1	1	1	/	/	-	-	-	/	/	-	-	-	/	/	-	/	/	/	/	/	-	/	/	/	/	/	-	/	/	/	/	/
	Towngas Meter 煤氣錶	-	-	-	/	/	-	-	-	/	/	-	-	-	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Towngas Connection Point 煤氣接駁點	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/

- Notes:
1. "1, 2," as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 2. The symbol "-" as shown in the above table denotes "Not Provided".
 3. The symbol "/" as shown in the above table denotes "Not Applicable".
 4. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
 5. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

- 備註：
1. 以上說明表所顯示的 "1, 2," 表示提供於該住宅單位內的裝置數量。
 2. 上表 "-" 代表「不提供」。
 3. 上表 "/" 代表「不適用」。
 4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
 5. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓						
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Kitchen 廚房	Gas Water Heater 氣體熱水爐	-	-	-	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Connection Unit for Gas Water Heater 接線位供氣體熱水爐	-	-	-	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Washer Dryer Connection Point (Water Inlet) 洗衣乾衣機接駁點 (來水位)	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Washer Dryer Connection Point (Water Outlet) 洗衣乾衣機接駁點 (去水位)	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	1	/	/	/	/	/	1	/	/	/	/	/	1	/	/	/	/	/
	Electric Water Heater Remote Control 電熱水爐溫度控制器	1	1	1	/	/	-	-	-	/	/	-	-	-	/	/	-	/	/	/	/	/	-	/	/	/	/	/	-	/	/	/	/	/

- Notes:
- 1. "1, 2," as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - 2. The symbol "-" as shown in the above table denotes "Not Provided".
 - 3. The symbol "/" as shown in the above table denotes "Not Applicable".
 - 4. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
 - 5. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

- 備註：
- 1. 以上說明表所顯示的 "1, 2," 表示提供於該住宅單位內的裝置數量。
 - 2. 上表 "-" 代表「不提供」。
 - 3. 上表 "/" 代表「不適用」。
 - 4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
 - 5. 不設 4 樓、13 樓、14 樓、22 樓、24 樓、34 樓及 44 樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓						
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Open Kitchen 開放式廚房	Lighting Point 燈位	/	/	/	2	2	/	/	/	2	2	/	/	/	2	2	/	2	2	2	2	2	/	2	2	2	2	2	/	2	2	2	2	2
	Power Supply Point for Cabinet Light 櫃燈供電位	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1
	13A Single Socket Outlet 13A單位電插座	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1
	13A Twin Socket Outlet with USB 13A雙位電插座連USB插座	/	/	/	2	2	/	/	/	2	2	/	/	/	2	2	/	1	1	2	2	2	/	1	1	2	2	2	/	1	1	2	2	2
	13A Single Socket Outlet for Washer Dryer 13A單位電插座供洗衣乾衣機	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1
	13A Single Socket Outlet for Cooker Hood 13A單位電插座供抽油煙機	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1
	Connection Unit for Induction Hob 接線位供電磁爐	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1
	Switch for Induction Hob 開關掣供電磁爐	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1
	Connection Unit for Combination Steam Oven 接線位供蒸焗爐	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1
	Switch for Combination Steam Oven 開關掣供蒸焗爐	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1

Notes:

1. "1, 2," as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
2. The symbol "-" as shown in the above table denotes "Not Provided".
3. The symbol "/" as shown in the above table denotes "Not Applicable".
4. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
5. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

備註:

1. 以上說明表所顯示的 "1, 2," 表示提供於該住宅單位內的裝置數量。
2. 上表 "-" 代表「不提供」。
3. 上表 "/" 代表「不適用」。
4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
5. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓						5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓					
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Open Kitchen 開放式廚房	13A Single Socket Outlet for Kitchen Cabinet Electrically Operated Lift-up Basket 13A單位電插座廚房吊櫃電動升降籃	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1
	32A DP Waterproof Isolator Switch for Electric Water Heater 32A DP防水隔離開關掣供電熱水爐	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1
	Towngas Connection Point 煤氣接駁點	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1
	Washer Dryer Connection Point (Water Inlet) 洗衣乾衣機接駁點 (來水位)	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1
	Washer Dryer Connection Point (Water Outlet) 洗衣乾衣機接駁點 (去水位)	/	/	/	1	1	/	/	/	1	1	/	/	/	1	1	/	1	1	1	1	1	/	1	1	1	1	1	/	1	1	1	1	1

- Notes:
- 1. "1, 2," as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - 2. The symbol "-" as shown in the above table denotes "Not Provided".
 - 3. The symbol "/" as shown in the above table denotes "Not Applicable".
 - 4. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
 - 5. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

- 備註：
- 1. 以上說明表所顯示的 "1, 2," 表示提供於該住宅單位內的裝置數量。
 - 2. 上表 "-" 代表「不提供」。
 - 3. 上表 "/" 代表「不適用」。
 - 4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
 - 5. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓						5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓					
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Master Bathroom 主人浴室	Lighting Point 燈位	3	3	3	/	/	3	3	3	/	/	3	3	3	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/
	Power Supply Point for Cabinet Light 櫃燈供電位	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
	13A Single Socket Outlet with USB 13A單位電插座連USB插座	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
	Connection Unit for Exhaust Fan 接線位供抽氣扇	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
	Connection Unit for Thermo Ventilator 接線位供浴室寶	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
	32A TPN Waterproof Isolator Switch for Electric Water Heater 32A TPN防水隔離開關掣供電熱水爐	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
	Electric Water Heater Remote Control 電熱水爐溫度控制器	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	

- Notes:
- 1. "1, 2,"as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 - 2. The symbol "-" as shown in the above table denotes "Not Provided".
 - 3. The symbol "/" as shown in the above table denotes "Not Applicable".
 - 4. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
 - 5. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

- 備註：
- 1. 以上說明表所顯示的“1, 2,”表示提供於該住宅單位內的裝置數量。
 - 2. 上表“-”代表「不提供」。
 - 3. 上表“/”代表「不適用」。
 - 4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
 - 5. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓						5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓					
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Bathroom 浴室	Lighting Point 燈位	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	
	Power Supply Point for Cabinet Light 櫃燈供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	13A Single Socket Outlet with USB 13A單位電插座連USB插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Connection Unit for Exhaust Fan 接線位供抽氣扇	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Connection Unit for Thermo Ventilator 接線位供浴室寶	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	32A TPN Waterproof Isolator Switch for Electric Water Heater 32A TPN防水隔離開關掣供電熱水爐	1	1	1	1	1	-	-	-	1	1	-	-	-	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1
	Electric Water Heater Remote Control 電熱水爐溫度控制器	1	1	1	1	1	-	-	-	1	1	-	-	-	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1
	Gas Water Heater Remote Control 氣體熱水爐溫度控制器	-	-	-	-	-	1	1	1	-	-	1	1	1	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
Store Room 儲物房	Lighting Switch 燈掣	/	1	/	/	/	/	1	/	/	/	/	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
	Lighting Point 燈位	/	1	/	/	/	/	1	/	/	/	/	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
	13A Single Socket Outlet 13A單位電插座	/	1	/	/	/	/	1	/	/	/	/	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
	Three Phases Miniature Circuit Breakers Distribution Board 三相微型斷路器配電箱	/	1	/	/	/	/	1	/	/	/	/	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	

Notes:

1. "1, 2," as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
2. The symbol "-" as shown in the above table denotes "Not Provided".
3. The symbol "/" as shown in the above table denotes "Not Applicable".
4. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
5. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

備註:

1. 以上說明表所顯示的 "1, 2," 表示提供於該住宅單位內的裝置數量。
2. 上表 "-" 代表「不提供」。
3. 上表 "/" 代表「不適用」。
4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
5. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																	
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓						5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓					
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Utility Room 工作間	Lighting Switch 燈掣	2	2	2	/	/	2	2	2	/	/	2	2	2	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	
	Lighting Point 燈位	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/		
	13A Single Socket Outlet 13A單位電插座	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/		
	Switch for Exhaust Fan 浴室抽氣扇開關掣	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/		
	Connection Unit for Indoor Air Conditioner Unit 接線位供空調室內機	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/		
Lavatory 洗手間	Lighting Point 燈位	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/		
	Connection Unit for Exhaust Fan 接線位供抽氣扇	1	1	1	/	/	1	1	1	/	/	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/	/		
Balcony and Utility Platform 露台及 工作平台	Lighting Point 燈位	/	/	/	/	/	1	1	1	1	1	1	1	1	1	/	/	/	/	/	/	/	1	1	1	1	1	1	1	1	1	1	1	
	13A Waterproof Single Socket Outlet 13A防水單位電插座	/	/	/	/	/	1	1	1	1	1	1	1	1	1	/	/	/	/	/	/	/	1	1	1	1	1	1	1	1	1	1	1	
	Towngas Meter 煤氣錶	/	/	/	/	/	1	1	1	1	1	1	1	1	1	/	/	/	/	/	/	/	-	1	1	1	1	1	-	1	1	1	1	
Air- Conditioner Platform 空調機平台	32A DP Waterproof Isolator Switch for Air-Conditioner Outdoor Unit 32A DP 防水隔離開關掣供空調室外機	/	/	/	/	/	1	1	1	1	1	1	1	1	1	/	/	/	/	/	/	1	1	1	1	1	1	1	1	1	1	1		

Notes:

1. "1, 2," as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
2. The symbol "-" as shown in the above table denotes "Not Provided".
3. The symbol "/" as shown in the above table denotes "Not Applicable".
4. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
5. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

備註:

1. 以上說明表所顯示的 "1, 2," 表示提供於該住宅單位內的裝置數量。
2. 上表 "-" 代表「不提供」。
3. 上表 "/" 代表「不適用」。
4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
5. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical and Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 5 (5A) 第5座 (5A)															Tower 5 (5B) 第5座 (5B)																		
		3/F 3樓					5/F - 21/F & 23/F - 45/F 5樓至21樓及 23樓至45樓					46/F 46樓					3/F 3樓						5/F - 21/F & 23/F - 45/F 5樓至21樓及23樓至45樓						46/F 46樓						
		A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F	
Private Flat Roof (For Residential Properties on 3/F Only) 私人平台 (只適用於 3樓的單位)	Lighting Point 燈位	5	3	2	1	1	/	/	/	/	/	/	/	/	/	/	2	2	6	2	2	2	/	/	/	/	/	/	/	/	/	/	/	/	
	13A Waterproof Single Socket Outlet 13A防水單位電插座	1	1	1	1	1	/	/	/	/	/	/	/	/	/	/	1	1	1	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	
	32A DP Waterproof Isolator Switch for Air-Conditioner Outdoor Unit 32A DP 防水隔離開關掣供空調室外機	-	-	-	1	1	/	/	/	/	/	/	/	/	/	/	-	-	-	-	-	1	/	/	/	/	/	/	/	/	/	/	/	/	
	Towngas Meter 煤氣錶	1	1	1	1	1	/	/	/	/	/	/	/	/	/	/	-	1	1	1	1	1	1	/	/	/	/	/	/	/	/	/	/	/	
Common Flat Roof (For Residential Properties on 3/F Only) 公眾平台 (只適用於 3樓的單位)	32A DP Waterproof Isolator Switch for Air-Conditioner Outdoor Unit 32A DP 防水隔離開關掣供空調室外機	1	1	1	-	-	/	/	/	/	/	/	/	/	/	/	1	1	1	1	1	-	/	/	/	/	/	/	/	/	/	/	/	/	
Private Roof Floor (For Residential Properties on 46/F Only) 私人天台 (只適用於 46樓的單位)	Lighting Point 燈位	/	/	/	/	/	/	/	/	/	/	10	10	11	7	7	/	/	/	/	/	/	/	/	/	/	/	/	/	6	6	8	5	6	7
	Lighting Switch 燈掣	/	/	/	/	/	/	/	/	/	/	1	1	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	1	1	1	1	1	1
	13A Waterproof Single Socket Outlet 13A防水單位電插座	/	/	/	/	/	/	/	/	/	/	1	1	1	1	1	/	/	/	/	/	/	/	/	/	/	/	/	/	1	1	1	1	1	1

- Notes:
1. "1, 2," as shown in the schedule above denotes the quantity of such provision(s) provided in the residential unit.
 2. The symbol "-" as shown in the above table denotes "Not Provided".
 3. The symbol "/" as shown in the above table denotes "Not Applicable".
 4. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch faceplate(s).
 5. 4/F, 13/F, 14/F, 22/F, 24/F, 34/F and 44/F are omitted.

- 備註：
1. 以上說明表所顯示的 "1, 2," 表示提供於該住宅單位內的裝置數量。
 2. 上表 "-" 代表「不提供」。
 3. 上表 "/" 代表「不適用」。
 4. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
 5. 不設4樓、13樓、14樓、22樓、24樓、34樓及44樓。

SERVICE AGREEMENTS

服務協議

Potable and flushing water is supplied by Water Supplies Department.

食水及沖廁水由水務署供應。

Electricity is supplied by CLP Power Hong Kong Limited.

電力由中華電力有限公司供應。

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

煤氣由香港中華煤氣有限公司供應。

GOVERNMENT RENT

地稅

The Vendor (the owner) is liable for the Government rent payable for the specified residential property up to and including the date of the assignment of the said specified residential property.

(擁有人)有法律責任就指明住宅物業繳付直至並包括該指明住宅物業的業權轉讓日期為止的地稅。

MISCELLANEOUS PAYMENTS BY PURCHASER

買方的雜項付款

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

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

Remark :

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

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

2. 在交付時，買方不須向擁有人支付清理廢料的費用。

備註：

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

DEFECT LIABILITY WARRANTY PERIOD

欠妥之處的保養責任期

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

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

MAINTENANCE OF SLOPES

斜坡維修

Not applicable

不適用

MODIFICATION

修訂

Not applicable

不適用

RELEVANT INFORMATION

有關資料

1. Noise mitigation measures

The following measures to mitigate noise impact (amongst others) are provided in the residential units in the phase:

- a) Acoustic Window / Acoustic Door (Baffle Type)
- b) Maintenance Window

Please refer to “Floor Plans of Residential Properties in the Phase” section of this sales brochure for details on the location of each noise mitigation measure.

The design and location of any noise mitigation measures shall not be altered. Each owner shall at his own cost keep any noise mitigation measures forming part of his unit in good repair and condition in accordance with the Noise Impact Assessment Report.

2. Gondola

Davit arm system and gondola including all jibs, brackets, hinges, posts or other related equipment may operate over any balcony, utility platform, flat roof, roof or top of stairhood or outdoor area of the units.

3. External walls at lower levels of the Phase

There may be backlit signage and decorative lighting at the external wall at lower levels of the Phase below each tower in the Phase. The locations of such signage and lighting may be changed from time to time. Prospective purchasers should note the possible impact (if any) of the illumination of the said features on individual residential properties.

4. Exhaust devices at lower levels of the phase

There may be exhaust devices at lower levels of the Phase. The alignment and position of the exhaust devices may be changed from time to time and are subject to compliance with the relevant statutory requirements and/or directions from the relevant government authorities. Prospective purchasers should note the possible impact (if any) of such exhaust devices on individual residential properties.

5. Air-conditioners outdoor units at lower levels of the Phase

There may be air-conditioners outdoor units at the flat roof at lower levels of the Phase. The alignment and position of the air-conditioners outdoor units may be changed from time to time. Prospective purchasers should note the possible impact (if any) of such air-conditioners outdoor units on individual residential properties.

6. External wall lighting

LED lighting on the external walls of the Phase may be turned on.

Prospective purchasers should note the impact of the illumination of the LED lighting on individual units.

7. Construction of subsequent Phase(s)

There may be special traffic arrangement including but not limited to alteration of vehicular access route during the construction of subsequent phase(s) of the Development. Construction vehicles may also enter the carpark for construction of subsequent phase(s). Such construction works and arrangement may materially affect the enjoyment of the residential properties in the Phase in terms of views, noise, dust and/or other aspects of the surrounding environment.

1. 噪音緩解措施

期數內的住宅單位提供以下措施以緩解噪音影響（其中包括）：

- a) 減音窗口 / 減音門 (擋音式)
- b) 維修窗口

有關每項噪音緩解措施位置的詳情，請參閱本售樓說明書「期數的住宅物業的樓面平面圖」一節。

任何噪音緩解措施的設計和位置均不得更改。各業主應自行承擔費用，依照《噪音影響評估報告》的要求，維護其單元內所有噪音緩解措施的良好狀態。

2. 吊船

吊臂系統及吊船包括所有吊臂、支架、鉸鏈、立柱或其他相關設備可能會在單位之露台、工作平台、平台、天台、梯屋頂或露天範圍上空操作。

3. 期數低層的外牆

期數低層的外牆可能設有背光標誌及裝飾照明。該等標誌及裝飾照明的位置可能不時改變。請準買家注意上述特色裝置的照明對個別住宅物業造成的影響 (如有)。

4. 期數低層的排氣設備

期數低層或會有排氣設備。排氣設備的排列及位置或會不時更改，並須符合相關法例的要求及有關政府部門的指引。請準買家注意上述排氣設備對個別住宅物業造成的影響 (如有)。

5. 期數低層的冷氣機室外機

期數低層的平台或會有冷氣機室外機。冷氣機室外機的排列及位置可能不時改變。請準買家注意上述冷氣機室外機對個別住宅物業造成的影響 (如有)。

6. 外牆裝飾燈

期數外牆發光二極管 裝飾燈可能開啟。

準買家請注意發光二極管裝飾燈之燈光對個別單位造成之影響。

7. 後續期數的施工

發展項目的後續期數施工期間可能會制定特別交通安排，包括但不限於更改行車通道，建築車輛亦可進入停車場以進行後續期數的施工，施工期間可能對期數內住宅物業之享用，例如景觀、噪音、沙塵及 / 或周邊地區環境之其他方面，造成實質影響。

ADDRESS OF THE WEBSITE DESIGNATED BY THE VENDOR FOR THE PHASE

賣方就期數指定的互聯網網站的網址

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

www.thesterling.hk

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

www.thesterling.hk

Breakdown of GFA Concessions Obtained for All Features

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

獲寬免總樓面面積的設施分項

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

		Area (m ²) 面積 (平方米)
Disregarded GFA under Building (Planning) Regulations 23(3)(b) 根據《建築物(規劃)規例》第 23(3)(b) 條不計算的總樓面面積		
1 (#)	Carpark and loading / unloading area excluding public transport terminus 停車場及上落客貨地方 (公共交通總站除外)	Not Applicable 不適用
2.	Plant rooms and similar services 機房及相類設施	
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, TBE room for access facilities for mobile services, rooftop telecommunications equipment room, intermediate telecommunications equipment room, refuse storage chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》(《作業備考》) 或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室 (訊播室)、為流動通訊接達設施而設的訊播室、天台電訊設備室、中層電訊設備室、垃圾房等	177.337
2.2 (#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積不受任何《作業備考》或規例限制的強制性設施或必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	803.592
2.3	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc. 非強制性或非必要機房，例如空調機房、送風櫃房等	Not Applicable 不適用

		Area (m ²) 面積 (平方米)
Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第 1 及第 2 號提供的環保設施		
3	Balcony 露台	424.024
4	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	Not Applicable 不適用
5	Communal sky garden 公用空中花園	Not Applicable 不適用
6	Acoustic fin 隔聲鰭	Not Applicable 不適用
7	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	Not Applicable 不適用
8	Non-structural prefabricated external wall 非結構預製外牆	296.400
9	Utility platform 工作平台	313.500
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、警衛室和廁所，以及業主立案法團辦事處	Not Applicable 不適用
12	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities 住戶康樂設施，包括僅供康樂設施使用的中空空間、機房、游泳池的濾水機房、有蓋人行道等	Not Applicable 不適用
13	Covered landscaped and play area 有蓋園景區及遊樂場地	Not Applicable 不適用
14	Horizontal screen/covered walkway and trellis 橫向屏障 / 有蓋人行道及花棚	Not Applicable 不適用
15	Larger lift shaft 擴大升降機槽	616.981

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

		Area (m ²) 面積 (平方米)
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 and vertical riser for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽、氣槽及垂直立管	496.606
19	Pipe duct, air duct for non-mandatory or non-essential plant room 非強制性設施或非必要機房所需的管槽及氣槽	Not Applicable 不適用
20	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	Not Applicable 不適用
21	Void in duplex domestic flat and house 複式住宅單位及洋房的中空空間	Not Applicable 不適用
22	Sunshade and reflector 遮陽篷及反光罩	Not Applicable 不適用
23 (#)	Projecting planters and minor projection such as A/C box, A/C platform, window cill and projecting window 伸出式花槽及小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台	316.800
24	Other projection such as A/C box and A/C platform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway 《作業備考》APP-19 第3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台，及維修通道	Not Applicable 不適用
Other Exempted Items 其他項目		
25 (#)	Refuge floor including refuge floor cum sky garden 庇護層，包括庇護層兼空中花園	Not Applicable 不適用
26	Covered area under large projecting / overhanging feature 大型伸出 / 外懸設施下的有蓋地方	Not Applicable 不適用
27	Public transport terminus 公共交通總站	Not Applicable 不適用
28 (#)	Party structure and common staircase 共用構築物及公用樓梯	Not Applicable 不適用

		Area (m ²) 面積 (平方米)
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	256.100
30	Public passage 公眾通道	Not Applicable 不適用
31	Covered set back area 有蓋的後移部分	Not Applicable 不適用
Bonus GFA 額外總樓面面積		
32	Bonus GFA 額外總樓面面積	Not Applicable 不適用
Additional Green Features under Joint Practice Note (No. 8) 根據聯合作業備考（第8號）提供的額外環保設施		
33	Buildings adopting Modular Integrated Construction 採用「組裝合成」建築法的樓宇	Not Applicable 不適用

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

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

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

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

Green Building Certification

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

Provisional
GOLD



PROVISIONAL
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NB V2.0 2025
HKGBC
BEAM Plus

Application no.: PAG0186/25

綠色建築認證

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

暫定評級
金級



暫定
金級
NB V2.0 2025
HKGBC
BEAM Plus

申請編號: PAG0186/25

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

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

Part I 第I部分	
Provision of Central Air Conditioning 提供中央空調	Yes 是
Provision of Energy Efficient Features 提供具能源效益的設施	Yes 是
Energy Efficient Features proposed: 擬安裝的具能源效益的設施：-	1. High performance VRV and split unit 高效能可變製冷劑流量系統及分體式冷氣機 2. CO sensor in car park 停車場 (配備一氧化碳監控裝置) 3. VSD pump 變頻式水泵

Part II: The predicted annual energy use of the proposed building / part of building ^(Note 1) 第II部分: 擬興建樓宇 / 部分樓宇預計每年能源消耗量 ^(註腳 1) :-					
Location 位置	Internal Floor Area Served (m ²) 使用有關裝置的內部樓面面積 (平方米)	Annual Energy Use of Baseline Building ^(Note 2) 基線樓宇 ^(註腳 2) 每年能源消耗量		Annual Energy Use of Proposed Building 擬興建樓宇每年能源消耗量	
		Electricity kWh/m ² /annum 電力 千瓦小時 / 平方米 / 年	Town Gas / LPG unit/m ² /annum 煤氣 / 石油氣 用量單位 / 平方米 / 年	Electricity kWh/m ² /annum 電力 千瓦小時 / 平方米 / 年	Town Gas / LPG unit/m ² /annum 煤氣 / 石油氣 用量單位 / 平方米 / 年
Area served by central building services installation ^(Note 3) 有使用中央屋宇裝備裝置 ^(註腳 3) 的部份	2,923	51	0	44	0

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

Part III: The following installation(s) are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD)
第III部分：以下裝置乃按機電工程署公布的相關實務守則設計：

Type of Installations 裝置類型	YES 是	NO 否	Not applicable 不適用
Lighting Installations 照明裝置	✓		
Air Conditioning Installations 空調裝置	✓		
Electrical Installations 電力裝置	✓		
Lift & Escalator Installations 升降機及自動梯的裝置	✓		
Performance-based Approach 以總能源為本的方法			✓

Notes:

- In general, the lower the estimated “Annual Energy Use” of the building, the more efficient of the building in terms of energy use. For example, if the estimated “annual energy use of proposed building” is less than the estimated “annual energy use of baseline building”, it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.
The predicted annual energy use, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the Phase by the internal floor area served, where:
(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.
- “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” in the BEAM Plus New Buildings (current version).
- “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation issued by the Electrical and Mechanical Services Department.

註腳：

- 一般而言，一棟樓宇的預計“每年能源消耗量”愈低，其節約能源的效益愈高。如一棟樓宇預計的“每年能源消耗量”低於該樓宇的“基線樓宇每年能源消耗量”，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。
預計每年能源消耗量〔以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算〕，指將期數的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：-
(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。
- “基準樓宇”與新建樓宇 BEAM Plus 標準（現行版本）中的“基準建築物模式（零分標準）”具有相同涵義。
- “中央屋宇裝備裝置”與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。

INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT

地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Residential Unit specified in the Agreement for Sale and Purchase, sub-sell that Residential Unit or transfer the benefit of the Agreement for Sale and Purchase of that Residential Unit in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
2. If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase, agrees (at its own discretion) to cancel the Agreement for Sale and Purchase or the obligations of the purchaser under the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit specified in the Agreement for Sale and Purchase and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.
3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective Assignments to the purchasers.
4. The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Phase as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
5. For information and requirements relating to the Green Areas and the Structures (as referred to in Special Conditions Nos. (6) to (9) of Part A of the Government Grant), please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure.
6. For information and requirements relating to the Yellow Area and the Existing Buildings and Structures (as referred to in Special Conditions Nos. (10) to (13) of Part A of the Government Grant), please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure.
7. For information and requirements relating to the Yellow Hatched Black Areas and Yellow Hatched Black Hatched Green Areas (as referred to in Special Conditions No. (14) of Part A of the Government Grant), please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure.
8. For information and requirements relating to the Pedestrian Passageway (as referred to in Special Condition No. (12) of Part C of the Government Grant), please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure.
9. For information and requirements relating to the Public Vehicle Park (as referred to in Special Condition No. (36) of Part C of the Government Grant), please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure.
1. 買方須與賣方於正式合約協議，除可用作按揭或押記外，買方不會於完成正式買賣合約之成交及簽署轉讓契之前，以任何方式，或訂立任何協議以達至，提名任何人士接受轉讓正式買賣合約所指定的住宅物業，或轉讓該住宅物業，或轉移該住宅物業的正式合約的權益。
2. 如正式買賣合約的買方有此要求，並獲賣方（按其自己的酌情決定）同意之情況下取消正式買賣合約或買方於該正式買賣合約所承擔之責任，賣方有權保留相等於該正式買賣合約所指定的住宅物業總售價百分之五的款額。同時買方亦須額外付予賣方或付還賣方（視情況而定）全部就取消該正式買賣合約須付之律師費、收費及代墊付費用（包括任何須繳付之印花稅）。
3. 賣方將會支付或已經支付（視情況而定）由批地文件之日起直至有關個別買方簽署轉讓契之日（包括簽署轉讓契當日）止，所有有關該正在興建的發展項目所處地段的地稅。
4. 已簽署正式買賣合約的買方有權要求查閱一份有關完成興建期數所需的建築費用及專業費用總額的最新資料，及有關直至詢問時的上一個公曆月底為止已動用及支付的建築費用及專業費用總額，並可於提出要求及在支付不超過港幣一百元象徵式費用後獲提供該資料的副本。
5. 有關「綠色範圍」及「該等構築物」（批地文件特別條款A部第(6)至(9)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。
6. 有關「黃色範圍」及「現存建築物及構築物」（批地文件特別條款A部第(10)至(13)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。
7. 有關「黃色間黑斜線範圍」及「黃色間黑斜線與綠斜線範圍」（批地文件特別條款A部第(14)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。
8. 有關「行人通道」（批地文件特別條款C部第(12)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。
9. 有關「公眾停車場」（批地文件特別條款C部第(36)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

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

