



arbours

本木

SALES BROCHURE

售樓說明書

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一手住宅物業買家須知

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

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米/每平方呎售價。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米及平方呎的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭或庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。

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

5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 閱覽售樓說明書，並須特別留意以下資訊：
 - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享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。
- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 訂立臨時買賣合約時，您須向擁有人(即賣方)支付樓價**5%**的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金(即樓價的5%)會被沒收，而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

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

11. 委託地產代理

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

12. 委聘律師

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

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」必定較發展項目的預計關鍵日期遲。
- 收樓日期
 - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意(視屬何種情況而定)。
 - 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
 - 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。

一手住宅物業買家須知

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

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

適用於一手已落成住宅物業

16. 賣方資料表格

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

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

- 1 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。
- 2 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項—
 - (i) 每個住宅物業的外部尺寸；
 - (ii) 每個住宅物業的內部尺寸；
 - (iii) 每個住宅物業的內部間隔的厚度；
 - (iv) 每個住宅物業內個別分隔室的外部尺寸。根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。
- 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。

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

For all first-hand residential properties

1. IMPORTANT INFORMATION

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

2. FEES, MORTGAGE LOAN AND PROPERTY PRICE

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

3. PRICE LIST, PAYMENT TERMS AND OTHER FINANCIAL INCENTIVES

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

4. PROPERTY AREA AND ITS SURROUNDINGS

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

5. SALES BROCHURE

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

the location of the public open space or public facilities; and

- whether individual owners have responsibility to maintain slopes.

6. GOVERNMENT LAND GRANT AND DEED OF MUTUAL COVENANT (DMC)

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

7. INFORMATION ON AVAILABILITY OF RESIDENTIAL PROPERTIES FOR SELECTION AT SALES OFFICE

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

8. REGISTER OF TRANSACTIONS

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

9. AGREEMENT FOR SALE AND PURCHASE

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.

- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.

- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.

- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

10. EXPRESSION OF INTENT OF PURCHASING A RESIDENTIAL PROPERTY

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

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

11. APPOINTMENT OF ESTATE AGENT

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.

- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.

- Before you appoint an estate agent to look for a property, you should -

- find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
- 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 inevitably later than the former.
- Handing over date
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document/a Certificate of Compliance or the Director of Lands’ Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
 - For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or

- For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.

- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.

- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.

- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:

- strike or lock-out of workmen;
- riots or civil commotion;
- force majeure or Act of God;
- fire or other accident beyond the vendor’s control;
- war; or
- inclement weather.

- The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.

- The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.

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

FOR FIRST-HAND COMPLETED RESIDENTIAL PROPERTIES

16. VENDOR’S INFORMATION FORM

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

17. VIEWING OF PROPERTY

- Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.

一手住宅物業買家須知

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

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

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

Other useful contacts:

CONSUMER COUNCIL

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

ESTATE AGENTS AUTHORITY

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

REAL ESTATE DEVELOPERS ASSOCIATION OF HONG KONG

Telephone : 2826 0111
Fax : 2845 2521

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

- 2 According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following—
- the external dimensions of each residential property;
 - the internal dimensions of each residential property;
 - the thickness of the internal partitions of each residential property;
 - the external dimensions of individual compartments in each residential property.
- According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.
- 3 Generally speaking, “material date” means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

1 發展項日本木的資料 INFORMATION ON THE DEVELOPMENT, ARBOUR

街道名稱及門牌號數

德成街2號

樓層總數

23層(地庫2樓至23樓、不包括天台)

樓層號數

地庫2樓、地庫1樓、地下、1樓至3樓、5樓至12樓、15樓至23樓及天台

被略去的樓層號數

4樓、13樓及14樓

庇護層

不適用

本發展項目屬未落成發展項目：

- (a) 由該項目的認可人士提供的該項目的預計關鍵日期為2021年4月30日。
- (b) 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。
- (c) 為買賣合約的目的，發展項目當作在佔用許可證就該項目中的每幢建築物發出的日期落成。

NAME OF THE STREET AND THE STREET NUMBER

No. 2 Tak Shing Street

TOTAL NUMBER OF STOREYS

23 storeys (B2/F to 23/F, excluding roof)

FLOOR NUMBERING

B2/F, B1/F, G/F, 1/F-3/F, 5/F-12/F, 15/F-23/F and Roof

OMITTED FLOOR NUMBERS

4/F, 13/F and 14/F

REFUGE FLOOR

Not Applicable

THIS DEVELOPMENT IS AN UNCOMPLETED DEVELOPMENT:

- (a) The estimated material date for the development, as provided by the Authorized Person for the development is 30 April 2021.
- (b) The estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.
- (c) For the purpose of the Agreement for Sale and Purchase, the development is deemed to be completed on the date on which an occupation permit for every building in the development is issued.

2 賣方及有參與發展項目的其他人的資料 INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方

成輝有限公司(亦為擁有人及其控權公司為恒基兆業有限公司、恒基兆業地產有限公司、謙耀置業有限公司、Good Time Limited及Kinsford International Limited)

發展項目的認可人士

周余石(香港)有限公司之周德灝先生
(周德灝先生為周余石(香港)有限公司之董事)

發展項目的承建商

祥記馮祥建築有限公司

賣方代表律師

中倫律師事務所

已為發展項目的建造提供貸款或已承諾為發展項目的建造提供融資的認可機構

不適用

已為發展項目的建造提供貸款的任何其他人

恒基兆業地產代理有限公司

VENDOR

Success Sheen Limited (also as the owner and whose holding companies are Henderson Development Limited, Henderson Land Development Company Limited, Mightymark Investment Limited, Good Time Limited and Kinsford International Limited)

AUTHORIZED PERSON FOR THE DEVELOPMENT

Mr. Chau Tak Ho Kenneth of CYS Associates (Hong Kong) Limited
(Mr. Chau Tak Ho Kenneth is a director of CYS Associates (Hong Kong) Limited)

BUILDING CONTRACTOR FOR THE DEVELOPMENT

Cheung Kee Fung Cheung Construction Company Limited

VENDOR'S SOLICITORS

Zhong Lun Law Firm

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

Not applicable

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

Henderson Real Estate Agency Limited

3

有參與發展項目的各方的關係

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

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

3

有參與發展項目的各方的關係

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

(a) The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an authorized person for the development;	Not applicable	(l) The vendor or a building contractor for the development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;	No
(b) The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person;	Not applicable	(m) The vendor or a building contractor for the development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor;	Not applicable
(c) The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person;	No	(n) The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development holds at least 10% of the issued shares in that vendor, holding company or contractor;	No
(d) The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person;	Not applicable	(o) The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor;	No
(e) The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person;	Not applicable	(p) The vendor or a building contractor for the development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor;	No
(f) The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person;	No	(q) The vendor or a building contractor for the development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor;	Not applicable
(g) The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development;	Not applicable	(r) The vendor or a building contractor for the development is a corporation, and the corporation of which an authorized person for the development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor;	No
(h) The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development;	Not applicable	(s) The vendor or a building contractor for the development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	No
(i) The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors;	No		
(j) The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and an authorized person for the development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor;	No		
(k) The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor;	No		

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

發展項目將會有構成圍封牆的一部分的非結構的預製外牆。

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

每幢建築物的非結構的預製外牆的厚度範圍為150毫米。

The range of thickness of the non-structural prefabricated external walls of each block is 150mm.

發展項目將會有構成圍封牆一部分的幕牆。

There will be curtain walls forming part of the enclosing walls of the development.

每幢建築物的幕牆的厚度範圍為200毫米。

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

每個住宅物業的非結構的預製外牆及幕牆的總面積表

SCHEDULE OF TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS AND CURTAIN WALLS OF EACH RESIDENTIAL PROPERTY

樓層 Floor	單位 Flat	每個住宅物業的非結構的預製外牆的總面積 (平方米) The total area of the non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆的總面積 (平方米) The total area of the curtain walls of each residential property (sq.m.)
2樓至3樓及 5樓至12樓 2/F-3/F and 5/F-12/F	A1	0.338	-
	A2	-	0.985
	A3	-	-
	A5	-	0.985
	A6	0.338	-
	B1	0.863	-
	B2	-	0.980
	B3	-	-
	B5	-	0.980
	B6	0.863	-
15樓至23樓 15/F-23/F	A1	0.338	-
	A2	0.413	0.985
	A3	-	0.985
	A5	0.338	-
	B1	0.863	-
	B2	0.413	0.980
	B3	-	0.980
	B5	0.863	-

5 物業管理的資料 INFORMATION ON PROPERTY MANAGEMENT

管理人

根據發展項目的公契的最新擬稿，尊家管業有限公司將獲委任為發展項目的管理人。

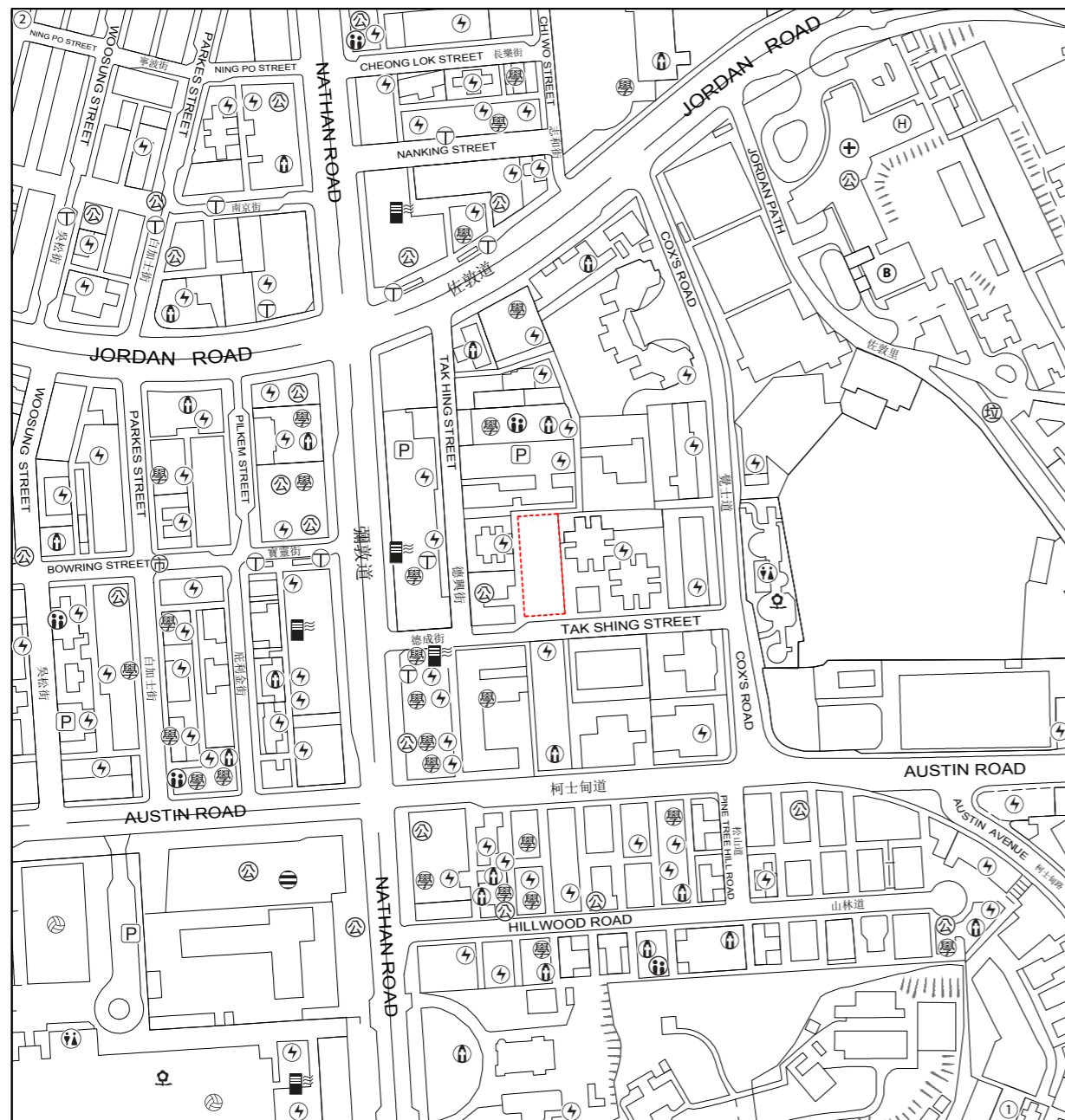
MANAGER

H-Privilege Limited will be appointed as the Manager of the development under the latest draft deed of mutual covenant in respect of the development.

6

發展項目的所在位置圖

LOCATION PLAN OF THE DEVELOPMENT



地圖版權屬香港特區政府，經地政總署准許複印，版權特許編號 116/2020。

The map is reproduced with permission of the Director of Lands. © The Government of the Hong Kong SAR. Licence No. 116/2020.

此所在位置圖參考測繪圖編號 11-NW-D，經修正處理。

This location plan is made with reference to Survey Sheet No. 11-NW-D with adjustments where necessary.

圖例 NOTATION

- ⚡ 發電廠 (包括電力分站) Power plant (including Electricity Sub-stations)
- ♻️ 垃圾收集站 Refuse collection point
- P 公眾停車場 (包括貨車停泊處) Public carpark (including Lorry Park)
- 🚻 公廁 Public convenience
- ⚡ 公用事業設施裝置 Public utility installation
- 🏠 宗教場所 (包括教堂、廟宇及祠堂) Religious institution (including Church, Temple and Tsz Tong)
- 🎓 學校 (包括幼稚園) School (including Kindergarten)
- 🏠 社會福利設施 (包括老人中心及弱智人士護理院) Social welfare facilities (including Elderly Centre and Home for the Mentally Disabled)
- 🌳 公園 Public park
- 🏪 市場 (包括濕貨市場及批發市場) Market (including Wet Market and Wholesale Market)
- 🚉 公共交通總站 (包括鐵路車站) Public Transport Terminal (including Rail Station)
- 🏊 體育設施 (包括運動場及游泳池) Sports Facilities (including Sports Ground and Swimming Pool)
- 🚇 香港鐵路的通風井 Ventilation Shaft for the Mass Transit Railway
- 🏥 醫院 Hospital
- 🏢 軍營 Barrack
- 🚁 直升機升降坪 Helicopter landing pad
- 👮 警署 Police station

於發展項目的所在位置圖未能顯示之街道的中英文全名：

Street names in Chinese and English not shown in full in the location plan of the Development:

- ① 天文臺圍 Observatory Court
- ② 廟街 Temple Street

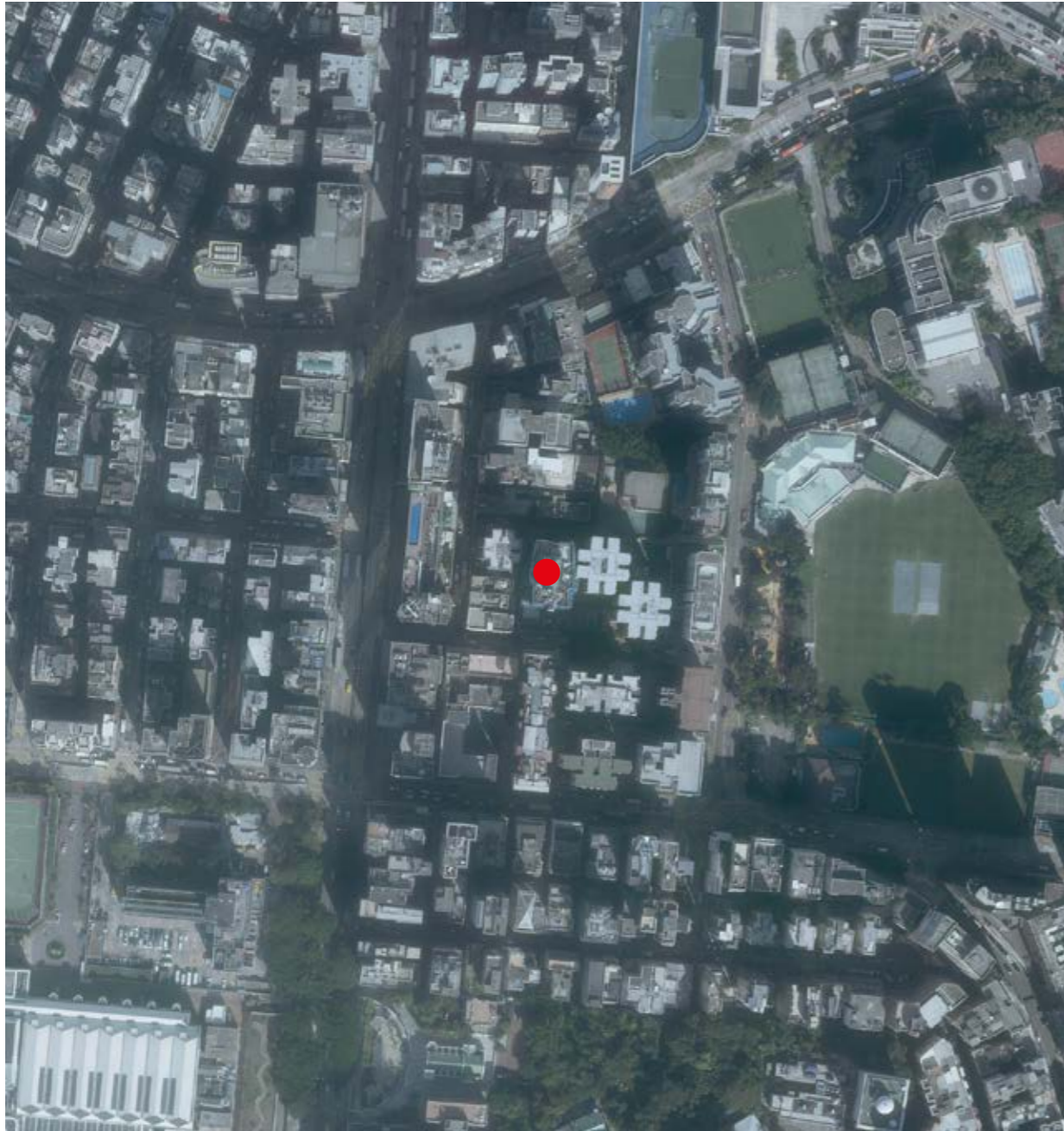
--- 發展項目的位置
--- Location of the Development

比例：0M/米
Scale: 250M/米

備註：因技術性問題，此位置圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。

Note: Due to technical reasons, this location plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

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



● 發展項目的位置
Location of the Development

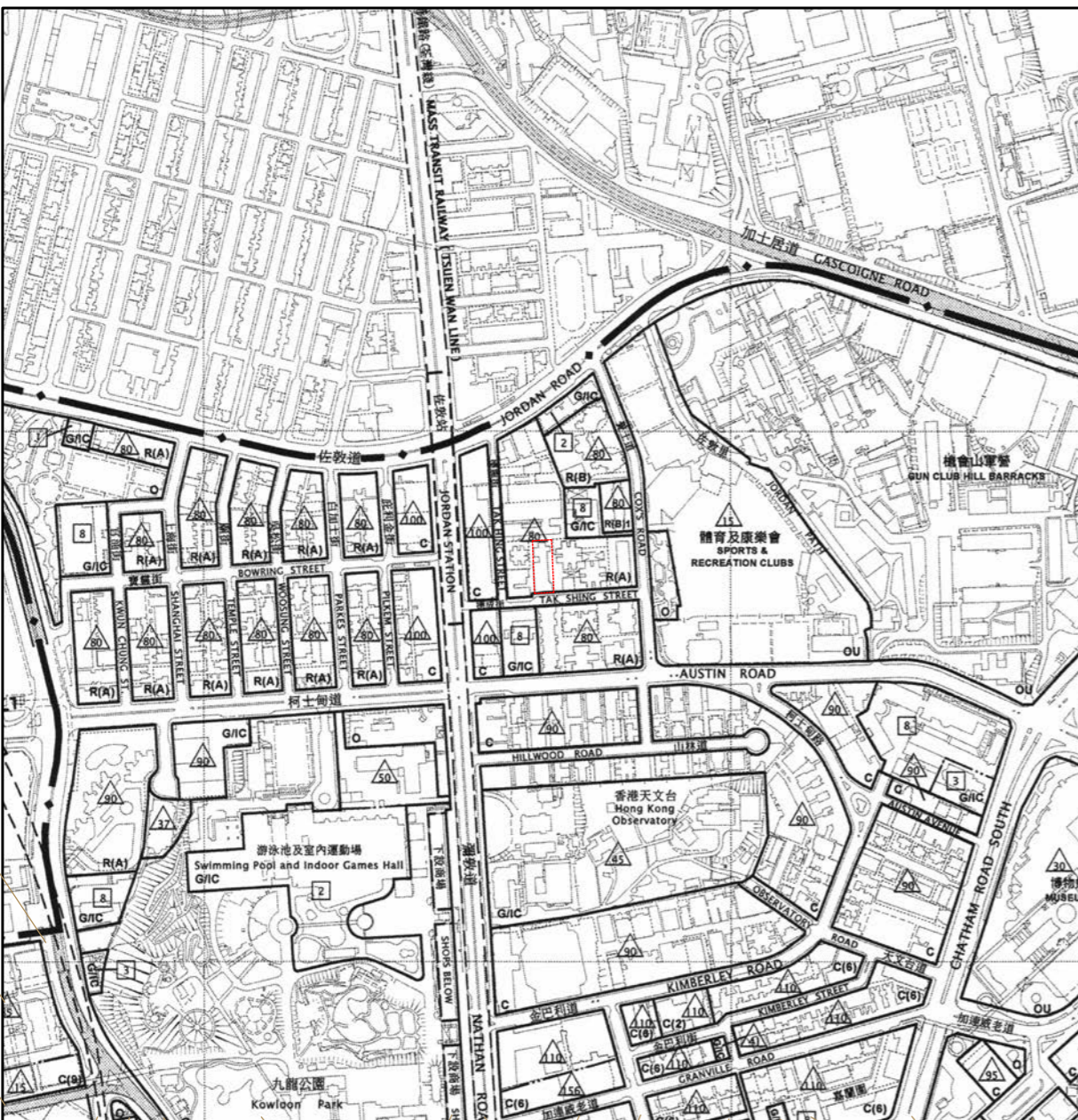
備註：因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note : Due to technical reasons, this aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

香港特別行政區政府地政總署測繪處版權所有，未經許可，不得複製。
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摘錄自地政總署測繪處於2019年11月29日在6,900呎飛行高度拍攝之鳥瞰照片，編號為E081678C。
Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, Photo No. E081678C, dated 29 November 2019.

8

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



摘錄自 2013 年 12 月 13 日刊憲之尖沙咀 (九龍規劃區第 1 區) 分區計劃大綱核准圖，圖則編號為 S/K1/28，經修正處理。

Extracted from the approved Tsim Sha Tsui (Kowloon Planning Area No. 1) Outline Zoning Plan, Plan No. S/K1/28, gazetted on 13 December 2013, with adjustments where necessary.

圖例 NOTATION

地帶 ZONES

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

其他 MISCELLANEOUS

- 規劃範圍界線
Boundary of Planning Scheme
- 建築物高度管制區界線
Building Height Control Zone Boundary
- 最高建築物高度(在主水平基準上若干米)
Maximum Building Height (In metres above Principal Datum)
- 最高建築物高度(樓層數目)
Maximum Building Height (In number of storeys)

交通 COMMUNICATIONS

- 鐵路及車站(地下) Railway and Station (Underground)
- 主要道路及路口 Major Road and Junction
- 高架道路 Elevated Road
- 行人專用區或街道 Pedestrian Precinct / Street

廣東道
Canton Road

港威大道
Gateway Boulevard

暢運道
Cheong Wan Road

博物館
Museums

廣東道 Canton Road

九龍公園徑 Kowloon Park Drive

九龍公園 Kowloon Park

博物館 OU Museum

Shops Below

Nathan Road

加拿分道 Carnarvon Road

厚福街 Hau Fook Street

漆咸道南 C

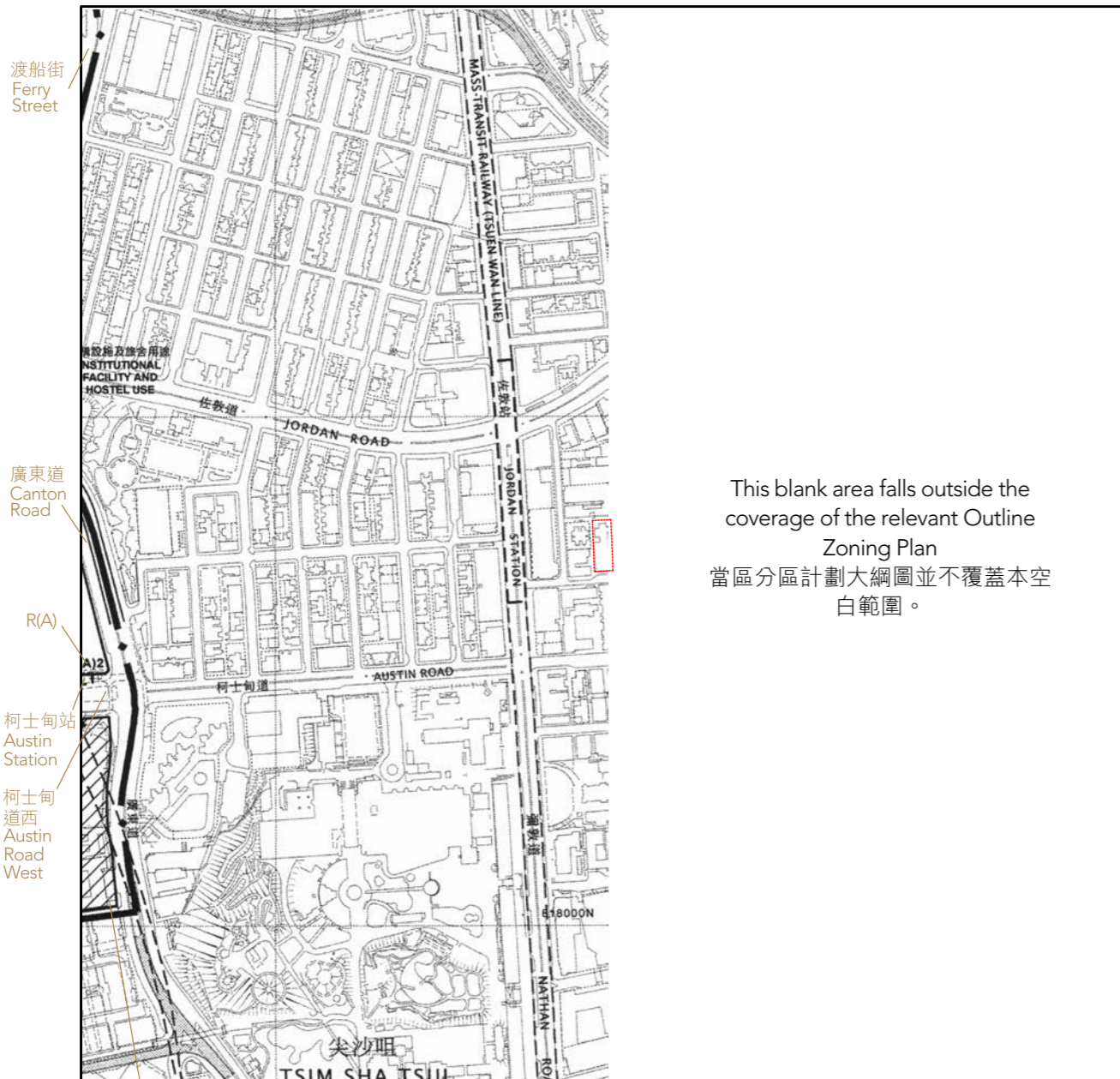
發展項目的位置
Location of the Development

比例：0M/米
Scale: 500M/米

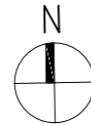
備註：因技術性問題，此分區計劃大綱圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note: Due to technical reasons, this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

8

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



This blank area falls outside the coverage of the relevant Outline Zoning Plan
當區分區計劃大綱圖並不覆蓋空白範圍。



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，圖則編號為 S/K20/30，經修正處理。

Extracted from the approved South West Kowloon (Kowloon Planning Area No. 20) Outline Zoning Plan, Plan No. S/K20/30, gazetted on 3 October 2014, with adjustments where necessary.

圖例 NOTATION

地帶 ZONES

R(A) 住宅(甲類)
Residential (Group A)

其他 MISCELLANEOUS

— • — 規劃範圍界線
Boundary of Planning Scheme

西九文化區發展圖則範圍
West Kowloon Cultural District
Development Plan Area

交通 COMMUNICATIONS

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

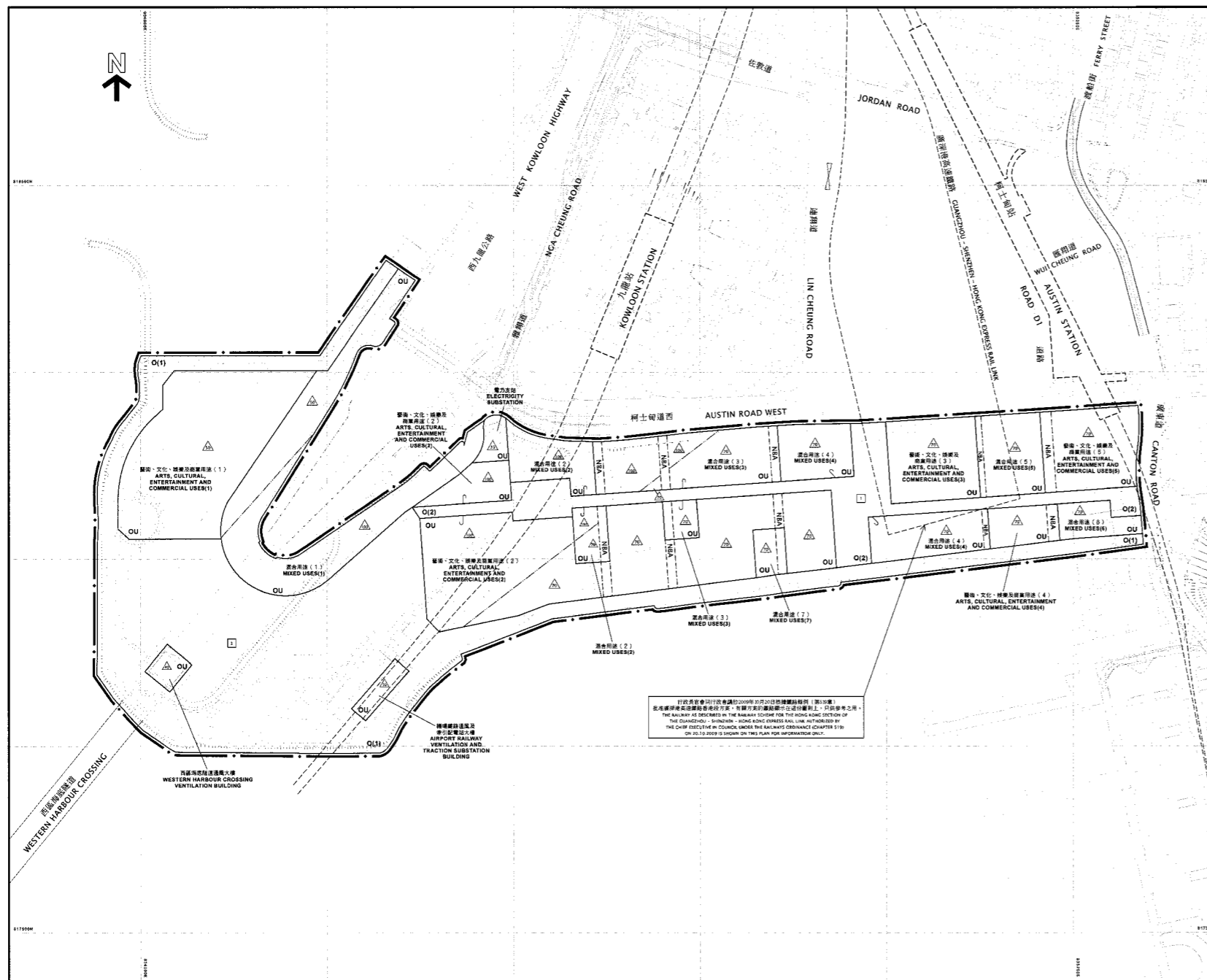
—+— 主要道路及路口 Major Road and Junction

* 此區的土地用途地帶見西九文化區發展圖則。
For zoning of this area, refer to West Kowloon Cultural District Development Plan.

發展項目的位置
Location of the Development

比例：0M/米
Scale : 500M/米

備註：因技術性問題，此分區計劃大綱圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note : Due to technical reasons, this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.



摘錄自 2013 年 1 月 8 日核准之西九文化區發展圖則，圖則編號為 S/K20/WKCD/2。

Extracted from the West Kowloon Cultural District Development Plan, Plan No. S/K20/WKCD/2, approved on 8 January 2013.

圖例 NOTATION

地帶 ZONES

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

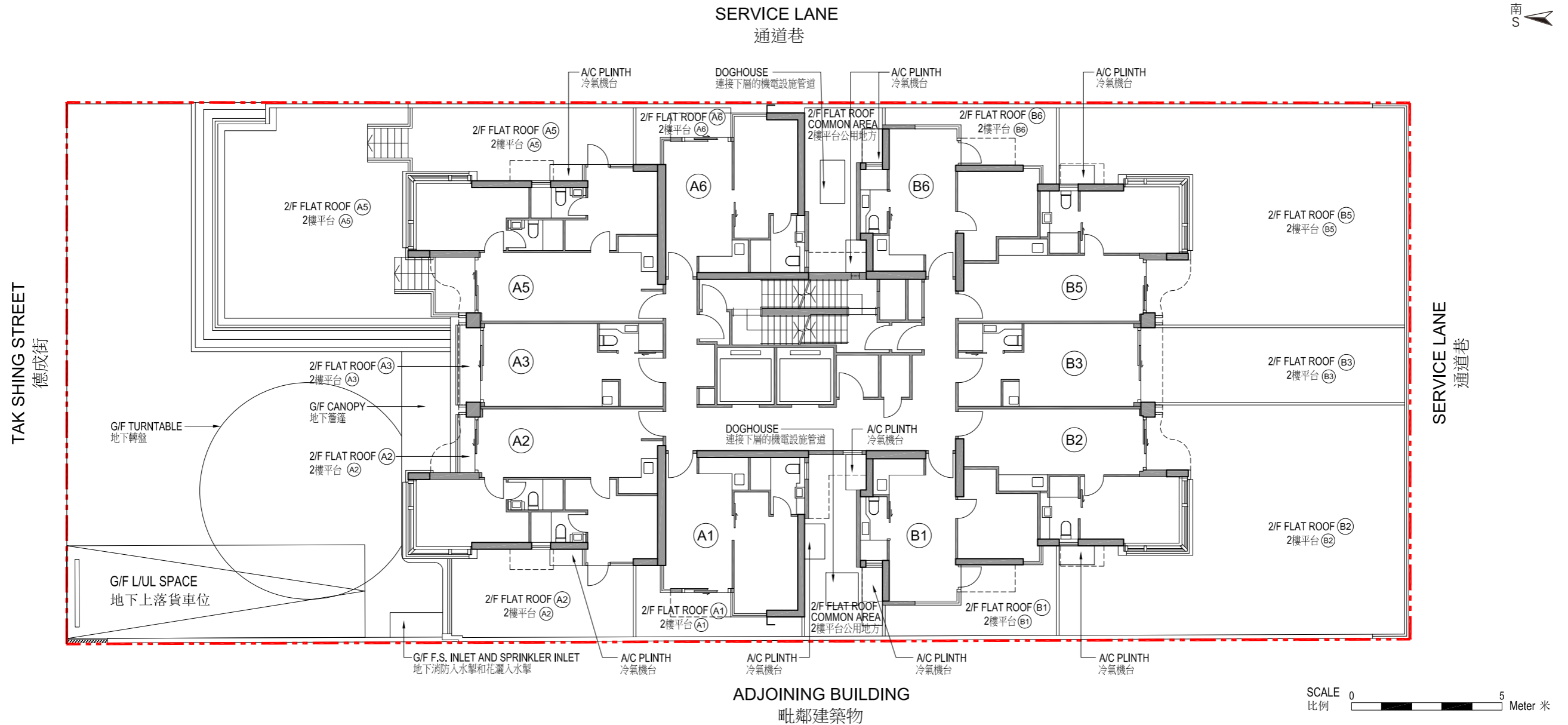
交通 COMMUNICATIONS

- 車站
STATION
- 鐵路及車站 (地下) Railway and Station (Underground)
- 高架道路 Elevated Road

其他 MISCELLANEOUS

- 規劃範圍界線
Boundary of Planning Scheme
- 建築物高度管制區界線
Building Height Control Zone Boundary
- 70 最高建築物高度(在主水平基準上若干米)
Maximum Building Height (In metres above Principal Datum)
- 1 最高建築物高度(樓層數目)
Maximum Building Height (In number of storeys)
- NBA 非建築用地
Non-building Area

備註：因技術性問題，此發展圖則所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note: Due to technical reasons, this development plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.



- DOGHOUSE = Mechanical & Electrical Services Duct connecting to the Floor Below 連接下層的機電設施管道
 - F.S. INLET = Fire Service Inlet 消防入水掣
 - L/UL SPACE = Loading/Unloading Space 上落貨車位
 - A/C PLINTH = Air-conditioner Plinth 冷氣機台
- - - - - Boundary of the Development 發展項目的界線

由該項目的認可人士提供的該等建築物及設施的預計落成日期為 2021 年 4 月 30 日。
備註：圖中所示之發展項目住宅樓層布局是參照適用於 2 樓住宅樓層的樓面平面圖。

The estimated date of completion of these buildings and facilities, as provided by the authorized person for the development is 30 April 2021.
Note: The layout of the residential floor of the development shown in this plan is based on floor plan applicable to 2/F.

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

在本頁上之備註和圖例適用於全部的「發展項目的住宅物業的樓面平面圖」頁數。

THE REMARKS AND LEGENDS ON THIS PAGE APPLY TO ALL PAGES OF "FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT".

樓面平面圖圖例

LEGENDS OF THE FLOOR PLANS

A/C PLATFORM = Air-conditioner Platform 冷氣機平台

A/C PLINTH = Air-conditioner Plinth 冷氣機台

ALUM. A/C SCREEN = Aluminium Air-conditioner Screen 鋁冷氣格柵

BAL. = Balcony 露台

B.R. = Bedroom 睡房

B. = Bathroom 浴室

DN = Down 落

DOGHOUSE = Mechanical & Electrical Services Duct connecting to the Floor Below 連接下層的機電設施管道

E.M.R. = Electric Meter Room 電錶房

F.H. = Fire Hydrant 消防栓

H.R. = Hose Reel 消防喉轆

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

M.B. = Master Bathroom 主人浴室


M.B.R. = Master Bedroom 主人睡房

P.D. = Pipe Duct 管道

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

TOP OF BAL. BELOW = Top of Balcony Below 下層露台之頂蓋

W.M.C. = Water Meter Cabinet 水錶櫃

 = Built-in fittings provided in the flats 隨樓附送嵌入式裝置

備註：

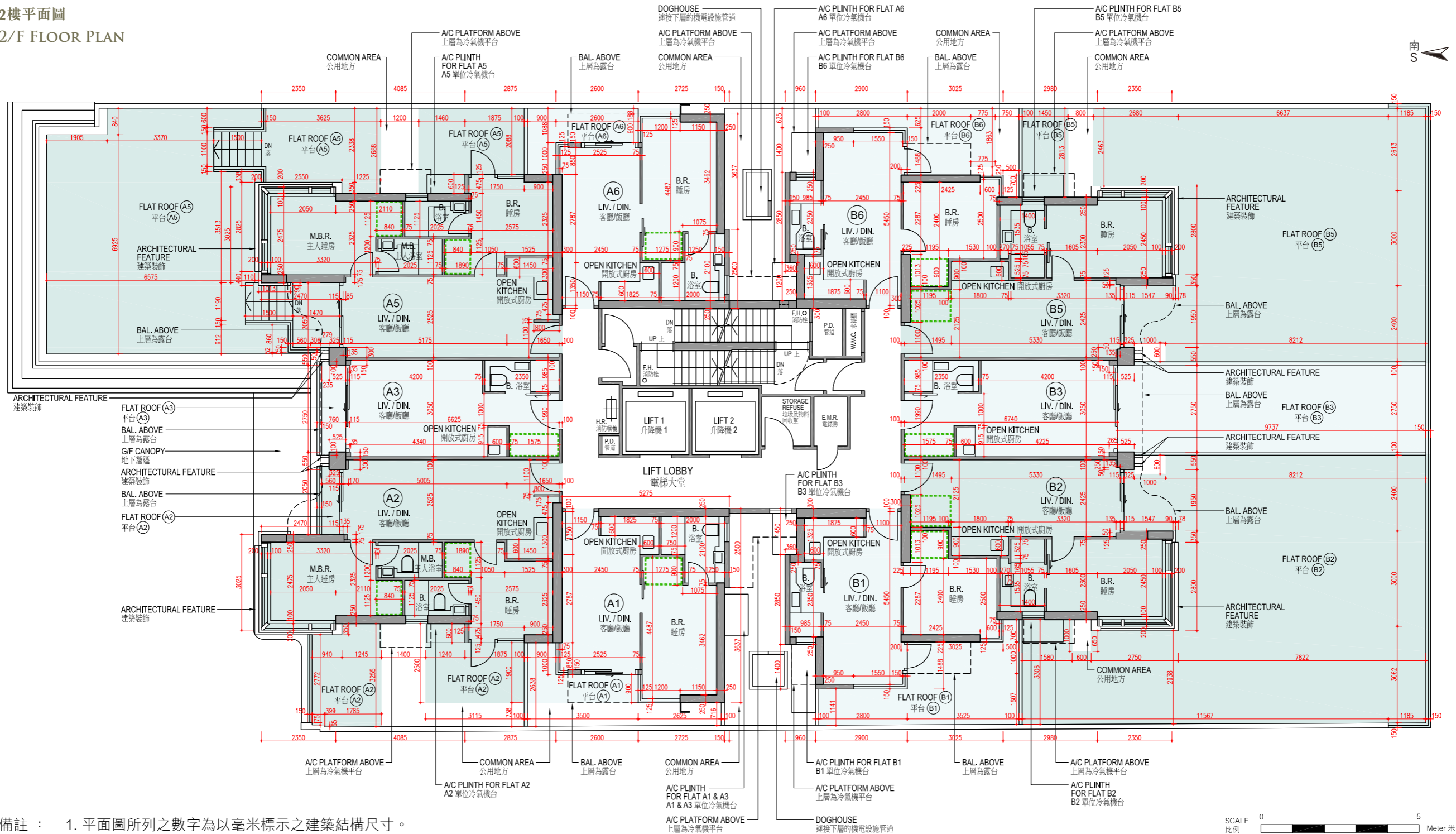
1. 部分住宅物業的露台、平台或外牆或設有外露之公用喉管，或外牆裝飾板內藏之公用喉管。
2. 部分住宅物業內之部分天花或有跌級樓板，用以安裝上層之機電設備或配合上層之結構、建築設計及/或裝修設計上的需要。
3. 部分住宅物業內或設有假陣或假天花用以安裝冷氣喉管及/或其他機電設備。
4. 平面圖所列之數字為以毫米標示之建築結構尺寸。
5. 各住宅物業的樓面平面圖內所展示之裝置及設備的圖標如浴缸、洗手盆、座廁、淋浴間、洗滌盆、櫃(如有)等乃根據最新經批准的建築圖則擬備，其形狀、尺寸、比例或與實際提供的裝置及設備存在差異，僅供示意及參考之用。

Remarks:

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

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

2樓平面圖
2/F FLOOR PLAN



10 發展項目的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		A1	A2	A3	A5	A6	B1	B2	B3	B5	B6
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	2 樓 2/F	2700, 2950, 2975	2700, 2950, 2975	2925, 2950, 2975	2700, 2950, 2975	2700, 2950, 2975	2950, 2975	2950, 2975	2700, 2925, 2950, 2975	2700, 2950, 2975	2950, 2975
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150	150	150	150	150	150	150	150	150	150

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。

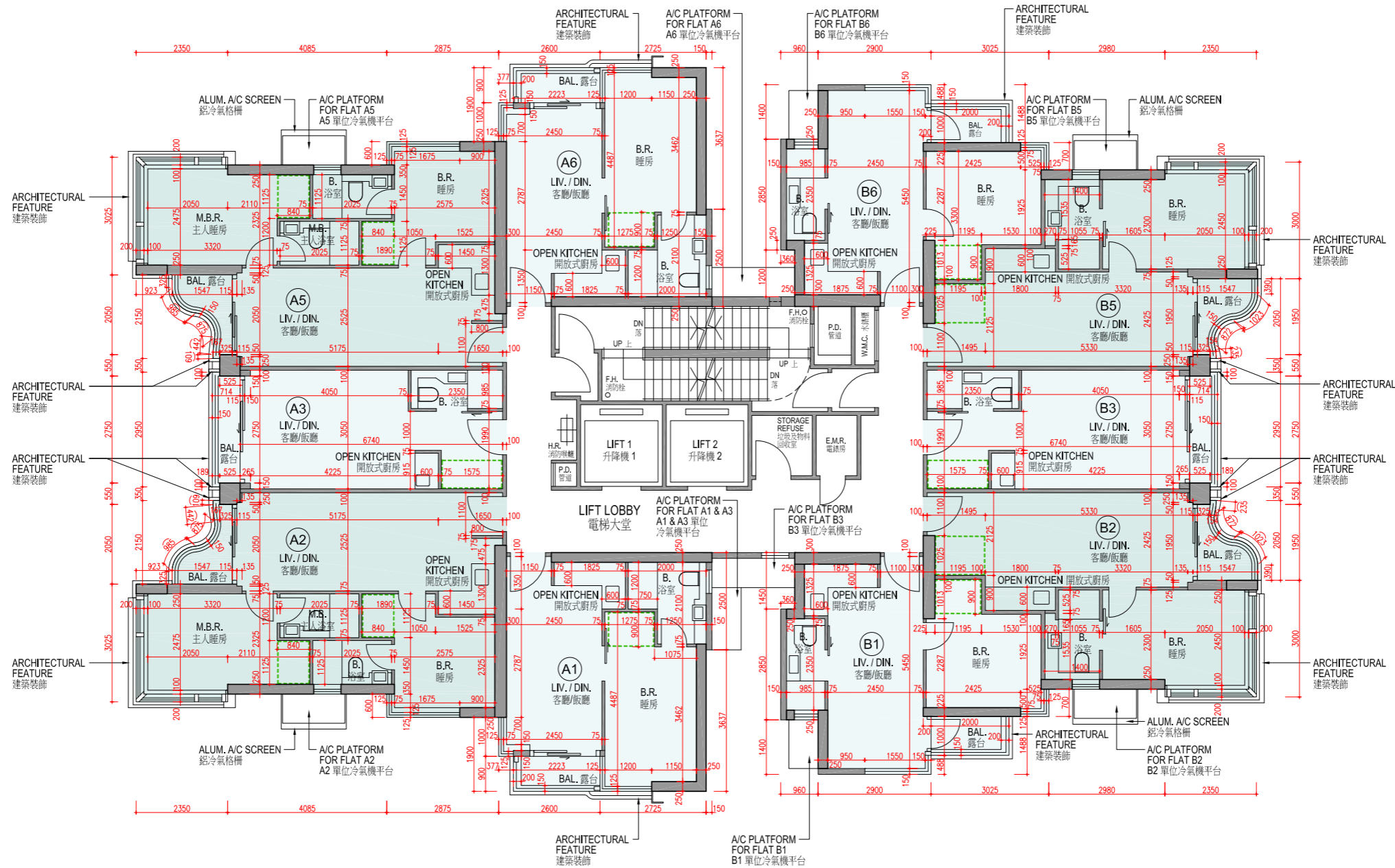
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

請參閱本售樓說明書第23頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

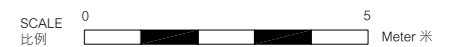
Please refer to page 23 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

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

3樓、5樓至12樓平面圖
3/F, 5/F - 12/F FLOOR PLAN



備註：平面圖所列的數字為以毫米標示之建築結構尺寸。
Note: The dimensions in floor plans are all structural dimensions in millimeter.



10 發展項目的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		A1	A2	A3	A5	A6	B1	B2	B3	B5	B6
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	3樓、5樓至 11樓 3/F, 5/F - 11/F	2975	2975	2975	2975	2975	2975	2975	2975	2975	2975
	12樓 12/F	2975	2975	2700, 2975	2975	2975	2975	2700, 2975	2700, 2975	2975	2975
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	3樓、5樓至 12樓 3/F, 5/F - 12/F	150	150	150	150	150	150	150	150	150	150

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。

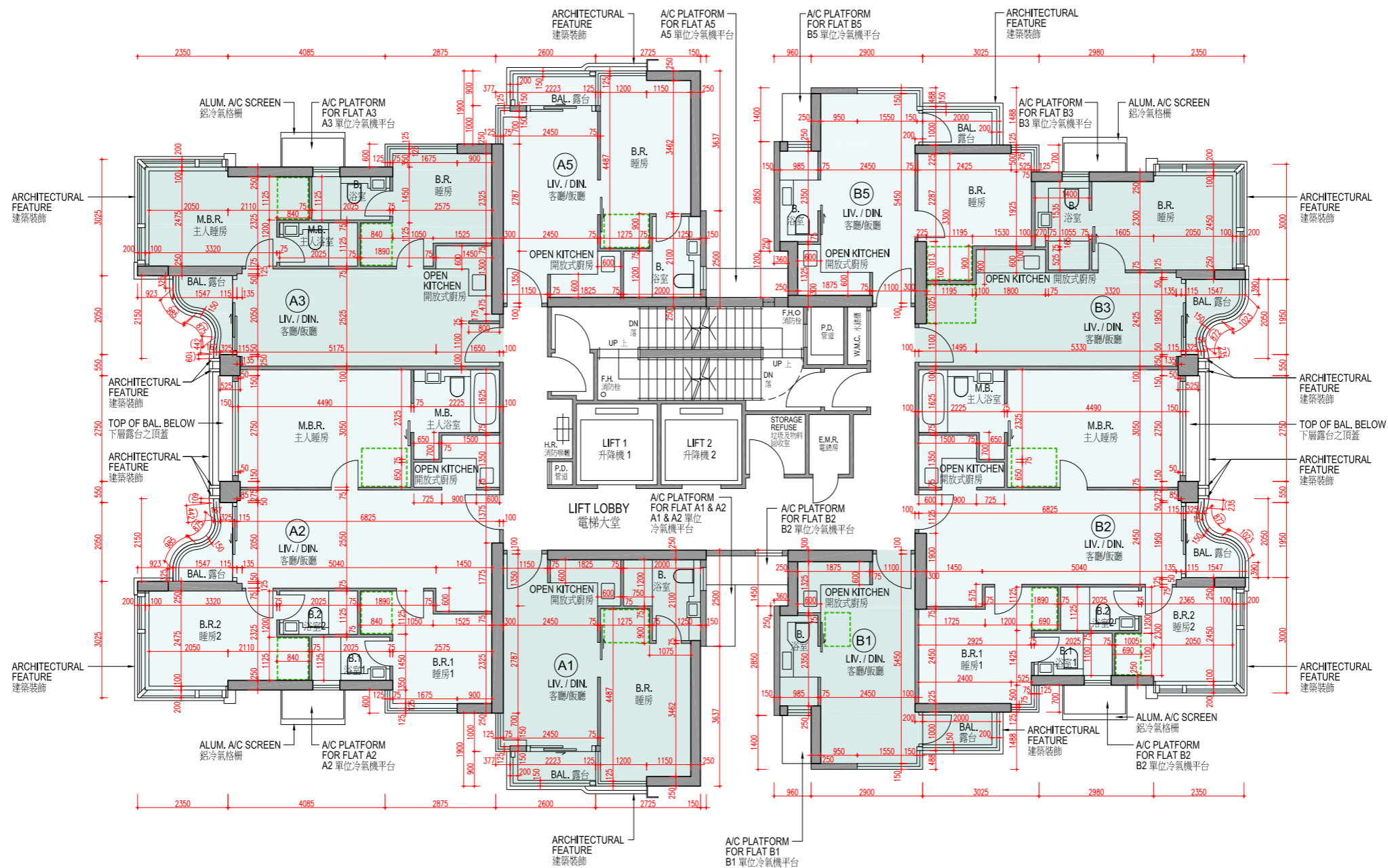
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

請參閱本售樓說明書第23頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

Please refer to page 23 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

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

15樓平面圖
15/F FLOOR PLAN



備註：平面圖所列的數字為以毫米標示之建築結構尺寸。
Note: The dimensions in floor plans are all structural dimensions in millimeter.



10 發展項目的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat							
		A1	A2	A3	A5	B1	B2	B3	B5
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	15 樓 15/F	2975	2700, 2975	2975	2975	2975	2700, 2975	2975	2975
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150	150	150	150	150	150	150	150

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。

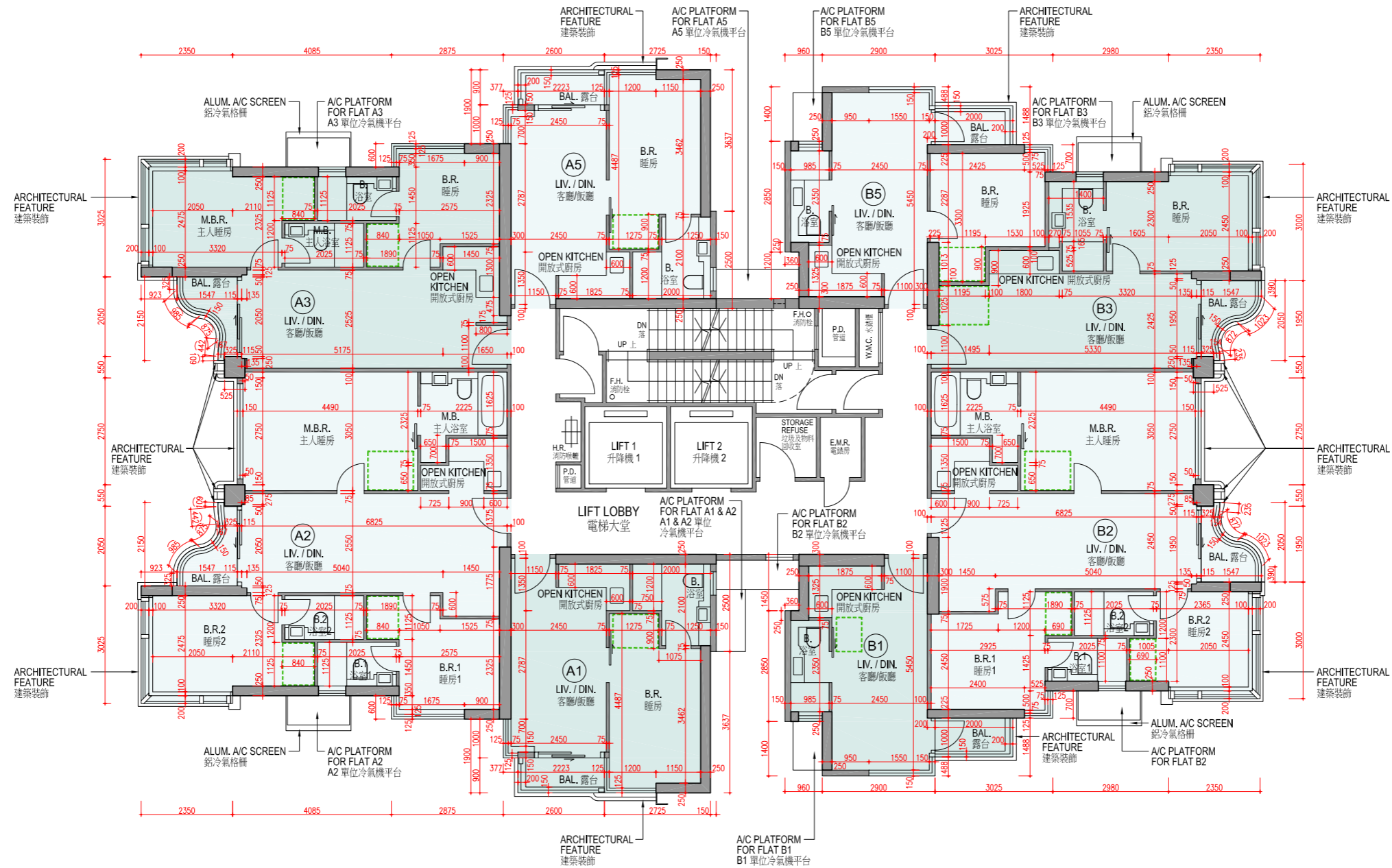
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

請參閱本售樓說明書第23頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

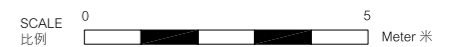
Please refer to page 23 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

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

16樓至23樓平面圖
16/F-23/F FLOOR PLAN



備註：平面圖所列的數字為以毫米標示之建築結構尺寸。
Note: The dimensions in floor plans are all structural dimensions in millimeter.



10 發展項目的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat							
		A1	A2	A3	A5	B1	B2	B3	B5
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	16 樓至 23 樓	2975	2975	2975	2975	2975	2975	2975	2975
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	16/F-23/F	150	150	150	150	150	150	150	150

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。

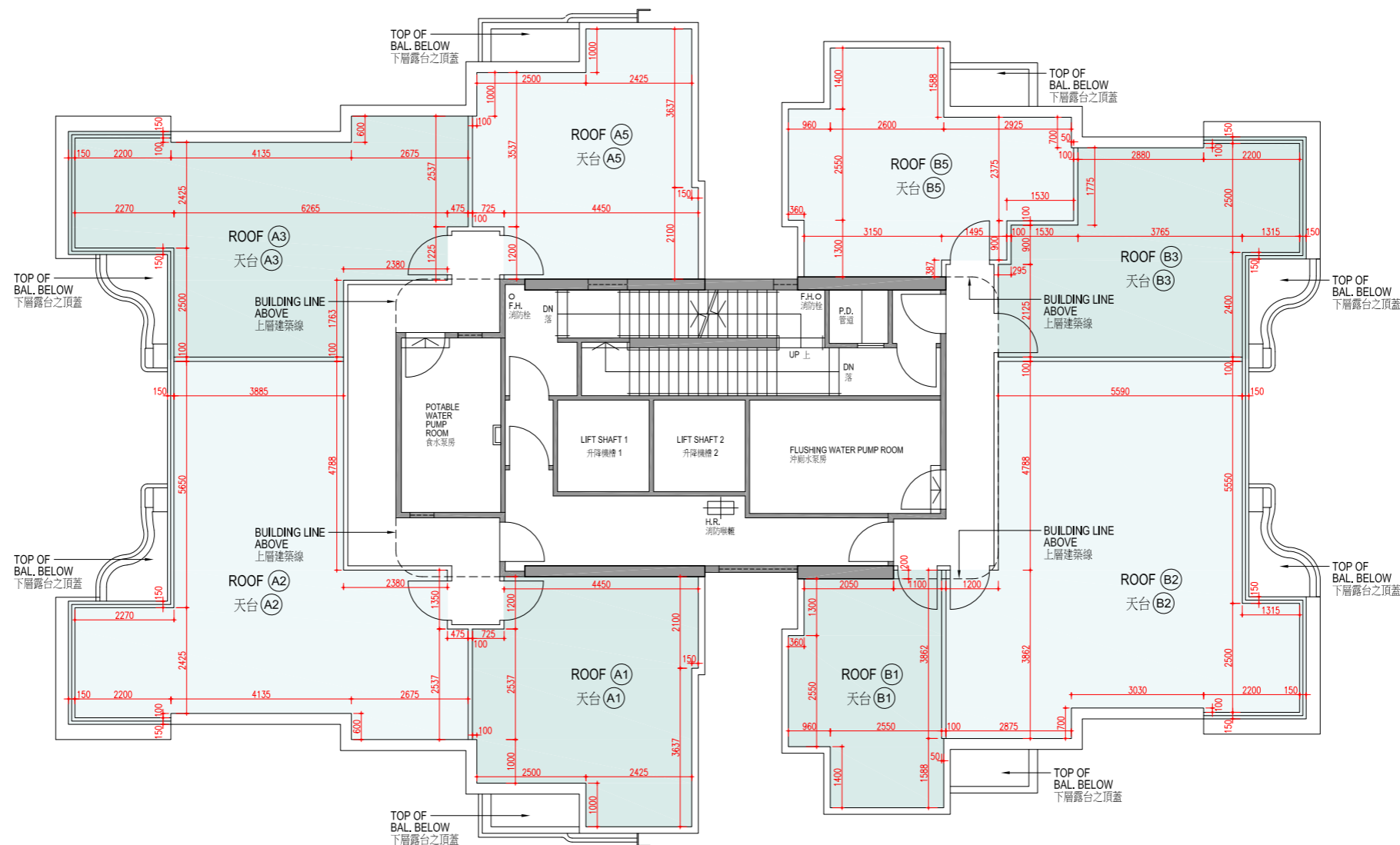
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

請參閱本售樓說明書第23頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

Please refer to page 23 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

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

天台平面圖
ROOF PLAN



備註： 1. 平面圖所列之數字為以毫米標示之建築結構尺寸。
Notes: 1. The dimensions of floor plans are all structural dimensions in millimeter.



10 發展項目的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat						
		A1	A2	A3	A5	B1	B2	B3
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	天台 Roof	不適用 Not applicable						
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)								

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。

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.

請參閱本售樓說明書第23頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

Please refer to page 23 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

1 發展項目中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米(平方呎) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat Roof	花園 Garden	停車位 Parking Space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
本木 Arbour	2樓 2/F	A1	30.509 (328) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	4.050 (44)	-	-	-	-	-	-
		A2	45.513 (490) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	14.599 (157)	-	-	-	-	-	-
		A3	21.827 (235) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	2.137 (23)	-	-	-	-	-	-
		A5	45.513 (490) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	72.886 (784)	-	-	-	-	-	-
		A6	30.509 (328) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	4.708 (51)	-	-	-	-	-	-
		B1	29.130 (314) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	12.742 (137)	-	-	-	-	-	-
		B2	33.124 (357) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	84.374 (908)	-	-	-	-	-	-
		B3	21.827 (235) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	26.777 (288)	-	-	-	-	-	-
		B5	33.124 (357) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	76.755 (826)	-	-	-	-	-	-
B6	29.130 (314) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	7.420 (80)	-	-	-	-	-	-		

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表2第2部分別計算得出的。

備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米 = 10.764平方呎換算，並四捨五入至整數。

The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes: Areas in square metre as specified in the above are calculated in accordance with the latest approved building plans.

Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

1 發展項目中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米(平方呎) sq. metre (sq. ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat Roof	花園 Garden	停車位 Parking Space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
本木 Arbour	3樓、5樓至 12樓 3/F, 5/F-12/F	A1	32.509 (350) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		A2	47.513 (511) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		A3	23.827 (256) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		A5	47.513 (511) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		A6	32.509 (350) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		B1	31.130 (335) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		B2	35.124 (378) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		B3	23.827 (256) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		B5	35.124 (378) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
B6	31.130 (335) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-		

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表2第2部分別計算得出的。

備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米 = 10.764平方呎換算，並四捨五入至整數。

The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes: Areas in square metre as specified in the above are calculated in accordance with the latest approved building plans.

Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

1.1 發展項目中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米(平方呎) sq. metre (sq. ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat Roof	花園 Garden	停車位 Parking Space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
本木 Arbour	15樓至22樓 15/F-22/F	A1	32.509 (350) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		A2	69.891 (752) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		A3	47.513 (511) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		A5	32.509 (350) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		B1	21.668 (233) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		B2	66.964 (721) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		B3	35.124 (378) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		B5	31.130 (335) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表2第2部分別計算得出的。

備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米 = 10.764平方呎換算，並四捨五入至整數。

The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes: Areas in square metre as specified in the above are calculated in accordance with the latest approved building plans.

Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

1 發展項目中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米(平方呎) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat Roof	花園 Garden	停車位 Parking Space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
本木 Arbour	23樓 23/F	A1	32.509 (350) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	25.573 (275)	-	-	-
		A2	69.891 (752) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	47.444 (511)	-	-	-
		A3	47.513 (511) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	34.909 (376)	-	-	-
		A5	32.509 (350) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	25.573 (275)	-	-	-
		B1	21.668 (233) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	16.915 (182)	-	-	-
		B2	66.964 (721) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	53.623 (577)	-	-	-
		B3	35.124 (378) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	26.703 (287)	-	-	-
		B5	31.130 (335) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	25.190 (271)	-	-	-

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表2第2部分別計算得出的。

備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米 = 10.764平方呎換算，並四捨五入至整數。

The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

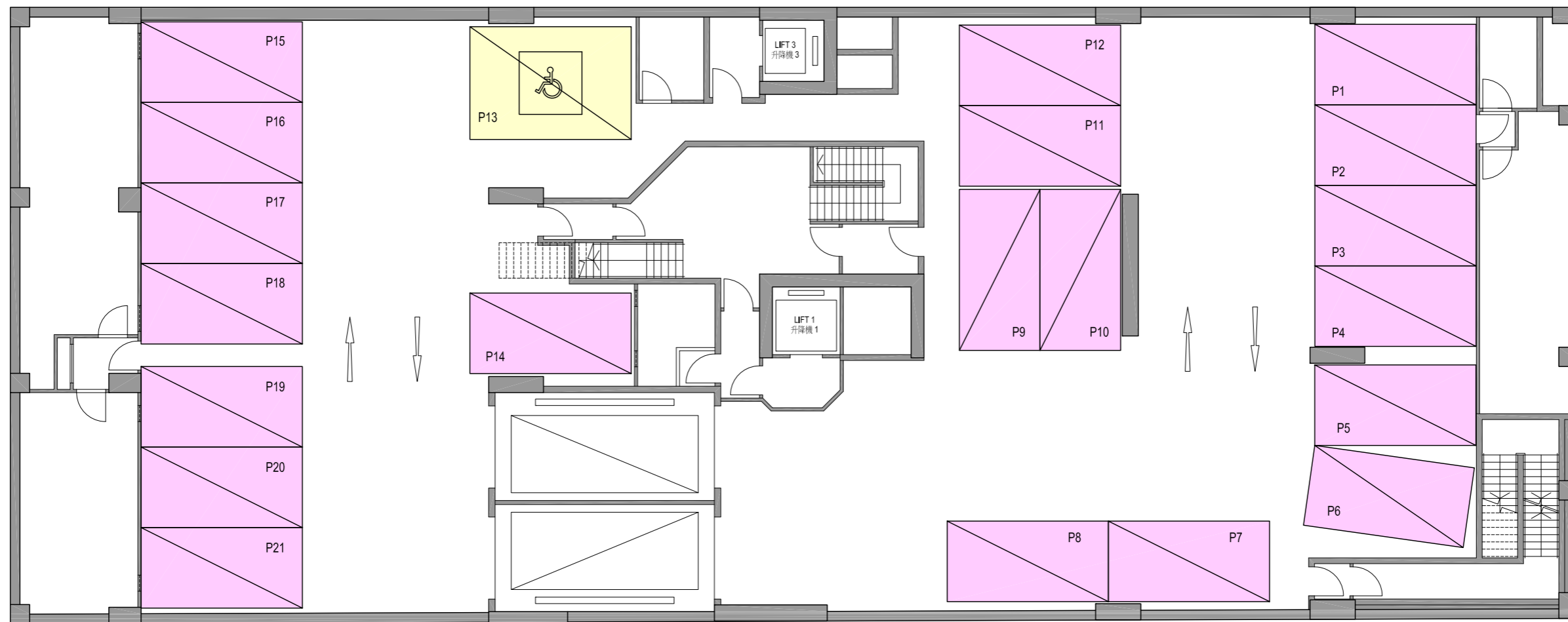
Notes: Areas in square metre as specified in the above are calculated in accordance with the latest approved building plans.


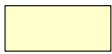
Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

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

地庫1樓停車位平面圖

BASEMENT 1 FLOOR PLAN OF PARKING SPACES

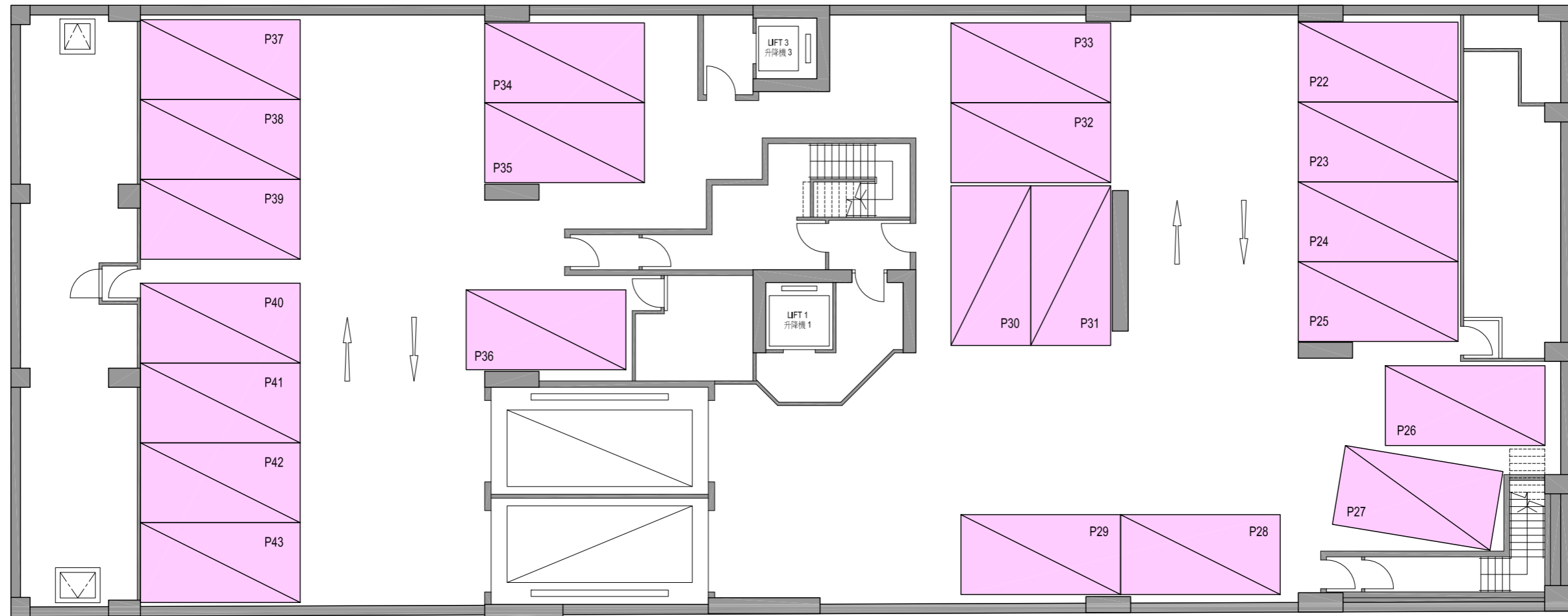



停車位類別 Type of Parking Space		數目 Number	尺寸 (長 x 闊) (米) Dimensions (L x W) (m)	每個停車位面積 (平方米) Area of Each Parking Space (sq. m.)
	停車位 Car Parking Space	20	5 x 2.5	12.5
	暢通易達停車位 Accessible Car Parking Space	1	5 x 3.5	17.5

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

地庫2樓停車位平面圖

BASEMENT 2 FLOOR PLAN OF PARKING SPACES



停車位類別 Type of Parking Space	數目 Number	尺寸 (長 x 闊) (米) Dimensions (L x W) (m)	每個停車位面積 (平方米) Area of Each Parking Space (sq. m.)
 停車位 Car Parking Space	22	5 x 2.5	12.5

13 臨時買賣合約的摘要

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

1. 買方在簽立臨時買賣合約時向賣方 (擁有人) 繳付相等於樓價 5% 之臨時訂金。
 2. 買方在簽署臨時買賣合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
 3. 如買方沒有在訂立該臨時買賣合約之後的 5 個工作日內簽立正式買賣合約 —
 - i. 該臨時買賣合約即告終止；及
 - ii. 買方支付的臨時訂金，即予沒收；及
 - iii. 賣方 (擁有人) 不得就買方沒有簽立正式買賣合約，而對買方提出進一步申索。
1. A preliminary deposit which is equal to 5% of the purchase price is payable by the purchaser to the vendor (the owner) upon signing of the preliminary agreement for sale and purchase.
 2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement for sale and purchase will be held by a firm of solicitors acting for the owner, as stakeholders.
 3. If the purchaser fails to sign the formal agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement for sale and purchase -
 - i. that preliminary agreement for sale and purchase is terminated; and
 - ii. the preliminary deposit paid by the purchaser is forfeited; and
 - iii. the vendor (the owner) does not have any further claim against the purchaser for the failure.

14 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

A. 發展項目的公用部分

1. 「**停車場公用地方**」指所有擬供停車場整體共用及共享而並非只供任何個別停車位使用及享用的停車場部分，受公契的條款所約束，每位停車位的擁有人、佔用人及用戶可與所有其他停車位的擁有人、佔用人及用戶共用該等部分，當中包括但不限於：
 - (a) 在附於公契的圖則上顯示為停車場公用地方(僅作識別之用)的屋苑地方；
 - (b) 在附於公契的圖則上顯示為停車場公用地方(僅作識別之用)而非構成住宅發展項目或商業發展項目或屋苑公用地方一部分的屋苑外牆部分；及
 - (c) 由首位擁有人按照公契的條款可能在任何時候指定為停車場公用地方的額外屋苑地方。
2. 「**停車場公用設施**」指所有擬供停車場整體共用及共享而並非只供任何個別停車位使用及享用的屋苑設施，受公契的條款所約束，每位停車位的擁有人、佔用人及用戶可與所有其他停車位的擁有人、佔用人及用戶共用該等設施，當中包括但不限於所有設於停車場公用地方指定的車輛升降機、電線、電纜、導管、喉管、排水渠、基於保安理由而安裝於停車場公用地方的閉路電視及其他設施及設備、及專屬停車場的所有機電裝置及設備，以及由首位擁有人按照公契的條款可能在任何時候指定為停車場公用設施的額外屋苑裝置及設施。
3. 「**公用地方**」統指屋苑公用地方、住宅公用地方及停車場公用地方，每類公用地方在適用的情況下包括在《建築物管理條例》第2條所列「公用部分」的定義所包含的適當及有關公用部分，及如商業發展項目的單位個別出售，將包括商業發展項目有關的副公契或契約內所定義的商業發展項目公用地方（如有的話）。
4. 「**公用地方與設施**」統指公用地方及公用設施。
5. 「**公用設施**」統指屋苑公用設施、住宅公用設施及停車場公用設施，及如商業發展項目的單位個別出售，將包括商業發展項目有關的副公契或契約內所定義的商業發展項目公用設施（如有的話）。
6. 「**屋苑公用地方**」指擬供屋苑整體共用及共享而並非只供任何個別單位或其任何部分使用及享用的屋苑部分，受公契的條款所約束及所有現存的權利及通行權所規限，每位擁有人及佔用人可與所有其他屋苑的擁有人及佔用人共用該等部分，當中包括但不限於：
 - (a) 不屬於或構成商業發展項目或住宅發展項目或停車場一部分的地基、柱、樑、樓板及其他結構性支承物及元素；
 - (b) 斜坡及護土牆(如有的話)；
 - (c) 供安裝或使用天線廣播分導或電訊網絡設施的地方；
 - (d) 在附於公契的圖則上顯示為屋苑公用地方(僅作識別之用)而非構成商業發展項目或住宅發展項目或停車場一部分的屋苑外牆部分(包括其玻璃幕牆及簷篷、建築鱗片及在其上的特色)；
 - (e) 所有在附於公契的圖則上顯示為屋苑公用地方(僅作識別之用)的屋苑地方；
 - (f) 位於屋苑地下及地庫2層的排水渠、表面溝道、沙井或進出口蓋下供屋苑整體而並非只供其任何個別單位或其任何部分使用的溝槽、污水管、排水渠、喉管及沙井；及
 - (g) 由首位擁有人按照公契的條款可能在任何時候指定為屋苑公用地方的額外屋苑地方。

惟倘若情況適當，如(i)《建築物管理條例》第2條所列「公用部分」的定義之(a)段所包含的任何屋苑部分或(ii)《建築物管理條例》附表1所指明並包含於《建築物管理條例》第2條所列「公用部分」的定義之(b)段的任何部分也應被上文提供之條款所涵蓋，該等部分將被視作已被包括為及構成屋苑公用地方一部分。

7. 「**屋苑公用設施**」指所有擬供屋苑整體共用及共享而並非只供任何個別單位或其任何部分使用及享用的屋苑設施，受公契的條款所約束，每位擁有人及佔用人可與所有其他屋苑的擁有人及佔用人共用該等設施，當中包括但不限於公共天線、所有訊號接收器、污水管、排水渠、雨水渠、水道（特別是位於屋苑地下及地庫2層的排水渠、表面溝道、沙井或進出口蓋下供屋苑整體而並非只供任何個別單位或其任何部分使用的溝槽、污水管、排水渠、喉管及沙井）、電纜、喉管、電線、導管、總沖廁水管、總食水管、基於保安理由而安裝於屋苑公共地方的閉路電視及其他設施及設備、屋苑的機器及機械設備和其他類似的裝置、設施或服務、電力變壓房、電纜設施及為屋苑提供電力的所有關連設施及輔助電力裝置、設備和設施，以及由首位擁有人按照公契的條款可能在任何時候指定為屋苑公用設施的額外屋苑裝置及設施。
8. 「**住宅公用地方**」指擬供住宅發展項目整體共用及共享而並非只供任何個別住宅單位使用及享用的住宅發展項目部分，受公契的條款所約束，每位住宅單位的擁有人及佔用人可與所有其他住宅單位的擁有人及佔用人共用該等部分，當中包括但不限於：
 - (a) 在附於公契的圖則上顯示為住宅公用地方(僅作識別之用)而非構成商業發展項目或屋苑公用地方或停車場一部分，位於2樓及以下的屋苑外牆部分；
 - (b) 非構成商業發展項目、屋苑公用地方或住宅單位一部分，位於2樓及以上的屋苑外牆部分，當中包括但不限於：
 - (1) 在其上的建築鱗片及特色；
 - (2) 毗連住宅單位的冷氣機平台(包括其百葉窗及/或金屬支架(如有的話))，或可能指定用作該用途的其他地方(如有的話)(但不包括該等位於及構成住宅單位一部分的冷氣機平台)；
 - (3) 屋苑的玻璃幕牆結構，包括但不限於豎框及面版(但不包括:(i)玻璃幕牆結構可開啟的部分；及(ii)完全包圍或面向一個住宅單位的玻璃嵌板，而上述可開啟部分及玻璃嵌板則構成有關住宅單位的部分)。為免生疑問，任何構成屋苑玻璃幕牆結構一部分而非完全包圍一個住宅單位，反而伸延跨越兩個或以上住宅單位的玻璃嵌板則構成住宅公用地方一部分；及
 - (4) 位於天台、上層天台及頂層天台層的屋苑外牆，該等樓層均在附於公契的圖則上顯示(僅作識別之用)；但不包括構成相關住宅單位一部分的露台、工作平台(如有的話)、私人天台或私人平台的玻璃欄杆、金屬欄杆或欄杆；
 - (c) 康樂設施；
 - (d) 管理員、看守員及管理公司職員的辦公室及/或櫃台(如有的話)，包括但不限於位於地下的管理員櫃檯；
 - (e) 住宅上落貨車位；
 - (f) 所有在附於公契的圖則上顯示為住宅公用地方(僅作識別之用)的屋苑地方；及
 - (g) 由首位擁有人按照公契的條款可能在任何時候指定為住宅公用地方的額外屋苑地方。

惟倘若情況適當，如(i)《建築物管理條例》第2條所列「公用部分」的定義之(a)段所包含的任何屋苑部分或(ii)《建築物管理條例》附表1所指明並包含於《建築物管理條例》第2條所列「公用部分」的定義之(b)段的任何部分也應被上文提供之條款所涵蓋，該等部分將被視作已被包括為及構成住宅公用地方一部分。

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SUMMARY OF DEED OF MUTUAL COVENANT

9. 「住宅公用設施」指所有擬供住宅發展項目整體共用及共享而並非只供任何個別住宅單位使用及享用的屋苑設施，受公契的條款所約束，每位住宅單位的擁有人及佔用人可與所有其他住宅單位的擁有人及佔用人共用該等設施，當中包括但不限於所有設於住宅公用地方指定的升降機、電線、電纜、導管、喉管、排水渠、基於保安理由而安裝於住宅公用地方的閉路電視及其他設施及設備、位於康樂設施的運動及康樂設施、及專屬住宅發展項目的所有機電裝置及設備，以及由首位擁有人按照公契的條款可能在任何時候指定為住宅公用設施的額外屋苑裝置及設施。

B. 分配予發展項目中的每個住宅物業的不可分割份數的數目

單位	樓層*				
	2樓	3樓至12樓	15樓	16樓至22樓	23樓
A1	309/78000	325/78000	325/78000	325/78000	350/78000
A2	469/78000	475/78000	698/78000	698/78000	745/78000
A3	220/78000	238/78000	475/78000	475/78000	509/78000
A5	527/78000	475/78000	325/78000	325/78000	350/78000
A6	309/78000	325/78000	-	-	-
B1	303/78000	311/78000	216/78000	216/78000	232/78000
B2	415/78000	351/78000	669/78000	669/78000	722/78000
B3	244/78000	238/78000	351/78000	351/78000	377/78000
B5	407/78000	351/78000	311/78000	311/78000	336/78000
B6	298/78000	311/78000	-	-	-

*備註:不設4樓、13樓及14樓。

C. 發展項目的管理人的委任年期

管理人首屆任期由公契日期起計兩年，其後繼續留任至其委任按公契的條文終止為止。

D. 發展項目中的住宅物業的擁有人之間分擔管理開支的計算基準

每個住宅單位的擁有人應在每個曆月首日預繳按住宅管理預算案其應繳的年度開支份額的十二份之一的管理費，以分擔屋苑的管理費（包括管理人費用）。該應繳的份額比例應與分配給該擁有人住宅單位的管理份數佔分配給屋苑內所有住宅單位的總管理份數的比例相同。

E. 計算管理費按金的基準

管理費按金的金額相等於擁有人就其住宅單位按首個住宅管理預算案釐定而須繳交的三個月管理費。

F. 擁有人在發展項目中保留作自用的範圍（如有的話）

不適用。

註:

- 詳情請參考公契最新擬稿。公契最新擬稿已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費用後獲取副本。
- 除非本售樓說明書另有規定，本公契的摘要內所採用的詞彙與該詞彙在公契內的意思相同。

14 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

A. THE COMMON PARTS OF THE DEVELOPMENT

1. **"Car Park Common Areas"** means all those parts of the Car Park intended for the common use and benefit of the Car Park as a whole and not just any particular Car Parking Space and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner, Occupier and user of the Car Parking Spaces in common with all other Owners, Occupiers and users of the Car Parking Spaces which said parts include but not limited to :-
 - (a) those areas of the Estate for the purpose of identification only shown as the Car Park Common Areas on the plans annexed to the Deed of Mutual Covenant;
 - (b) those parts of the external walls of the Estate not forming part of the Residential Development or the Commercial Development or the Estate Common Areas and for the purpose of identification only shown as the Car Park Common Areas on the plans annexed to the Deed of Mutual Covenant; and
 - (c) such additional areas of the Estate as may at any time be designated as the Car Park Common Areas by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.
 2. **"Car Park Common Facilities"** means all those facilities of the Estate intended for the common use and benefit of the Car Park as a whole and not just any particular Car Parking Space which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner, Occupier and user of the Car Parking Spaces in common with all other Owners, Occupiers and users of the Car Parking Spaces and include but not limited to all car lifts designated in the Car Park Common Areas, wires, cables, ducts, pipes, drains, CCTV and other facilities and equipment installed in the Car Park Common Areas for security purposes, and all mechanical and electrical installations and equipment exclusively for the Car Park and such additional devices and facilities of the Estate as may at any time be designated as the Car Park Common Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.
 3. **"Common Areas"** means collectively the Estate Common Areas, the Residential Common Areas and the Car Park Common Areas, each of which Common Areas shall, where applicable, include those appropriate and relevant common parts covered by the definition of "common parts" set out in section 2 of the BMO and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common areas (if any) as shall be defined in the relevant Sub-Deed or Deeds in respect of the Commercial Development.
 4. **"Common Areas and Facilities"** means collectively the Common Areas and the Common Facilities.
 5. **"Common Facilities"** means collectively the Estate Common Facilities, the Residential Common Facilities and the Car Park Common Facilities, and in the event Units in the Commercial Development are disposed of individually, such Commercial Development common facilities (if any) as shall be defined in the relevant Sub-Deed or Deeds in respect of the Commercial Development.
 6. **"Estate Common Areas"** means those parts of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof and which are, subject to the provisions of the Deed of Mutual Covenant and all subsisting rights and rights of way, to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate which said parts include but not limited to:-
 - (a) such foundations, columns, beams, slabs and other structural supports and elements that do not belong to or form part of the Commercial Development or the Residential Development or the Car Park;
 - (b) the Slopes and Retaining Walls (if any);
 - (c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
 - (d) those parts of the external walls of the Estate (including the curtain walls and canopies thereof, architecture fins and features thereon) not forming part of the Commercial Development or the Residential Development or the Car Park, and for the purpose of identification only shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant;
 - (e) all those areas of the Estate for the purpose of identification only shown as the Estate Common Areas on the plans annexed to the Deed of Mutual Covenant;
 - (f) the trenches, sewers, drains, pipes and manholes underneath the drain, surface channel, manhole or access covers on the ground floor and basement level 2 of the Estate and serving the Estate as a whole and not just any particular Unit or any particular part thereof; and
 - (g) such additional areas of the Estate as may at any time be designated as the Estate Common Areas by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.
- PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of "common parts" set out in section 2 of the BMO shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Estate Common Areas.
7. **"Estate Common Facilities"** means all those facilities of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate and includes but not limited to the communal aerial, all signal receivers, sewers, drains, storm water drains, water courses (in particular the trenches, sewers, drains, pipes and manholes underneath the drain, surface channel, manhole or access covers on the ground floor and basement level 2 of the Estate serving the Estate as a whole and not just any particular Unit or any particular part thereof), cables, pipes, wires, ducts, flushing mains, fresh water mains, CCTV and other facilities and equipment installed in the Estate Common Areas for security purposes, plant and machinery and other like installations, facilities or services of the Estate, the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate and such additional devices and facilities of the Estate as may at any time be designated as Estate Common Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.
 8. **"Residential Common Areas"** means those parts of the Residential Development intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units which said parts include but not limited to:-

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SUMMARY OF DEED OF MUTUAL COVENANT

- (a) those parts of the external walls of the Estate at and below the 2nd floor not forming part of the Commercial Development or the Estate Common Areas or the Car Park and for the purpose of identification only shown as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant;
- (b) those parts of the external walls of the Estate at and above the 2nd floor not forming part of the Commercial Development, the Estate Common Areas or the Residential Units including but not limited to:-
- (1) the architecture fins and features thereon;
 - (2) the air-conditioning platforms (including the louvers and/or metal supporting frames thereof (if any)) adjacent to the Residential Units, or such other area(s), if any, as may be designated for that purpose (but excluding those air-conditioning platforms within and form part of the Residential Units);
 - (3) the curtain wall structures of the Estate including but not limited to the mullions and cladding (except: (i) the openable parts of the curtain wall structures; and (ii) such pieces of glass panels wholly enclosing or fronting a Residential Unit, which said openable parts and glass panels shall form parts of the relevant Residential Units). For the avoidance of doubt, any glass panel forming part of the curtain wall structures of the Estate that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas; and
 - (4) the external walls of the Estate at the roof, upper roof and top roof levels, which levels are for the purpose of identification only shown on the plan annexed to the Deed of Mutual Covenant;
- BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms (if any), private roofs or private flat roofs which form parts of the relevant Residential Units;
- (c) the Recreational Facilities;
- (d) office and/or counter for caretakers, watchmen and management staff (if any) including but not limited to the caretaker's counter on the ground floor;
- (e) the Residential Loading and Unloading Space;
- (f) all those areas of the Estate for the purpose of identification only shown as the Residential Common Areas on the plans annexed to the Deed of Mutual Covenant; and
- (g) such additional areas of the Estate as may at any time be designated as the Residential Common Areas by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

PROVIDED THAT, where appropriate, if (i) any parts of the Estate covered by paragraph (a) of the definition of "common parts" set out in section 2 of the BMO or (ii) any parts specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of "common parts" set out in section 2 of the BMO shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas.

9. **"Residential Common Facilities"** means all those facilities of the Estate intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are, subject to the provisions of the Deed of Mutual Covenant, to be used by each Owner and Occupier of the Residential Units in common with all other Owners and Occupiers of the Residential Units and includes but not limited to all lifts designated in the Residential Common Areas, wires, cables, ducts, pipes, drains, CCTV and other facilities and equipment installed in the Residential Common Areas for security purposes, the sports and recreational facilities in the Recreational Facilities and all mechanical and electrical installations and equipment exclusively for the Residential Development and such additional devices and facilities of the Estate as may at any time be designated as the Residential Common Facilities by the First Owner in accordance with the provisions of the Deed of Mutual Covenant.

B. THE NUMBER OF UNDIVIDED SHARES ASSIGNED TO EACH RESIDENTIAL PROPERTY IN THE DEVELOPMENT

Flat	Floor*				
	2/F	3/F-12/F	15/F	16/F-22/F	23/F
A1	309/78000	325/78000	325/78000	325/78000	350/78000
A2	469/78000	475/78000	698/78000	698/78000	745/78000
A3	220/78000	238/78000	475/78000	475/78000	509/78000
A5	527/78000	475/78000	325/78000	325/78000	350/78000
A6	309/78000	325/78000	-	-	-
B1	303/78000	311/78000	216/78000	216/78000	232/78000
B2	415/78000	351/78000	669/78000	669/78000	722/78000
B3	244/78000	238/78000	351/78000	351/78000	377/78000
B5	407/78000	351/78000	311/78000	311/78000	336/78000
B6	298/78000	311/78000	-	-	-

*4/F, 13/F and 14/F are omitted.

C. THE TERM OF YEARS FOR WHICH THE MANAGER OF THE DEVELOPMENT IS APPOINTED

The Manager is to be appointed for an initial term of two years from the date of the Deed of Mutual Covenant and such appointment is to be continued thereafter until terminated in accordance with the provisions thereof.

D. THE BASIS ON WHICH THE MANAGEMENT EXPENSES ARE SHARED AMONG THE OWNERS OF THE RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

The Owner of each Residential Unit shall contribute towards the Management Charges (including the Manager's Fee) of the Estate by paying in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all the Residential Units in the Estate.

E. THE BASIS ON WHICH THE MANAGEMENT FEE DEPOSIT IS FIXED

The management fee deposit is equivalent to three months' contribution towards the Management Charges payable by the Owner in respect of his Residential Unit based on the first Residential Management Budget

F. THE AREA (IF ANY) IN THE DEVELOPMENT RETAINED BY THE OWNER FOR THAT OWNER'S OWN USE

Not applicable.

Remarks:

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

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位處於九龍內地段第11015號、九龍內地段第11016號、九龍內地段第11017號、九龍內地段第11018號、九龍內地段第11019號及九龍內地段第11020號（下統稱「該等地段」）。

2. 每幅該等地段是分別根據一份日期為1994年1月28日的政府租契持有，批租年期由1990年6月25日起至2047年6月30日止，而該等租契經六份日期均為2020年9月28日並分別在土地註冊處以註冊摘要編號20101201120018、20101201120023、20101201120034、20101201120047、20101201120056及20101201120063註冊的批約修訂書更改及/或修改（下統稱「租契」）。

3. 租契所載有關該等地段的用途限制如下:-

「受制於任何其他明訂或隱含有關特此予以批租的土地之用途的契約，如非事先獲得政府經署長或其他獲授權人士作代表發出的書面許可，承租人或任何其他一或多人在批租期內不得使用或於特此予以批租的土地或其任何部分內經營或從事銅工、屠宰、肥皂製造、製糖、獸皮、溶脂、油料、售肉、釀酒、食物供應或旅館、打鐵、淘糞、垃圾清理的行業或業務，或經營或從事任何其他發出噪音、惡臭或令人厭惡的行業或業務」。

「承租人不得自行或容許別人把該片或該幅土地或其任何部分或其上現已或將會興建的任何一座或多座建築物或其任何部分用作非工業用途(不包括貨倉)以外的任何用途」。

「承租人不得自行或容許別人於任何時候於該片或該幅土地或其任何部分或其上現已或將會興建的任何建築物或其任何部分作出任何行為，以致或可能對政府或毗連或毗鄰一個或多個地段或物業的業主或佔用人構成滋擾或騷擾，或可能造成損害或不便」。

「該片或該幅土地上不可搭建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論該等遺體是否置於陶泥金塔，骨灰盅或其他器皿」。

「該片或該幅土地或其上現已或將會興建的任何一座或多座建築物上不得放置任何先人牌位」。

4. 每份租契均規定:-

「根據本租契的條款及契約進行建造或重建（本詞就此款而言指下文第4(4)及4(5)款所述該片或該幅土地的重建工程）後，承租人應不時及無論何時，每當有需要時或情況要求時，依照該一座或多座宅院或物業、豎設物及建築物經《建築物條例》、其任何附屬規例及任何相關修訂法例下批准的建築圖則(不得作任何更改或修改)及本租契的所有條款及契約（受制於其日後任何合約修訂條文），適當地自費妥善地及足夠地修葺、維持、支持、保養、鋪飾、清洗、洗滌、潔淨、卸空、修改及保存該片或該幅土地上現有或日後任何時間存在的一座或多座宅院或物業、豎設物及建築物，以及所有屬於並以任何形式從屬於或關連該處的牆、堤岸、切割路塹、籬、溝、軌道、燈、行人路、水廁、洗滌槽、排水渠及水道，並且全面執行需要及必須的修葺、清洗及修改工程」。

「如在批租期內拆卸該片或該幅土地上或其任何部分的任何現有或日後任何時間存在的該一座或多座宅院或物業、豎設物及建築物，承租人必須另建良好穩固同類型而總樓面面積最少相等的建築物或經署長批核的類型及價值的建築物替代」。

「倘如上述拆卸建築物，承租人應在拆卸後一個曆月內向署長申請同意於該片或該幅土地上進行重建工程。承租人接獲同意書後，必須於三個曆月內展開必要重建工程，並在署長指定的期限內以署長滿意的方式完成重建」。

「承租人須於批租期內不時及每當有需要時或情況要求時，承擔、支付及准許以合理份數和比例計算的費用及收費，以建造、建築、修葺及修改特此予以批租的土地或其任何部分所需的、或於其內的、或屬於其的並與毗鄰土地共用的所有或任何道路、車道、行人路、渠道、圍欄及共用牆、排氣管、私家或公共污水渠及排水渠。有關的付款比例由署長釐定及確定，並可當作欠繳地租的性質追討」。

「承租人須在任何時候，特別是在進行任何建築、保養、翻新或維修工程期間，採取或促使他人採取一切適當及充分的謹慎、技巧及預防措施，以避免對於或運行於該片或該幅土地或其任何部分之上、上面、之下或毗鄰的任何現有排水渠、水路或水道(包括總水喉)、行人路、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置，不論屬於政府與否（一併以下統稱「服務設施」）造成任何損壞。惟承租人在進行上述任何工程之前須進行或促使他人進行適當的勘測及可能需要的查詢，以確定任何服務設施的現況及水平，並須向政府以書面提交處理任何服務設施的建議，並於各方面取得其批准，及不得在取得政府對工程及上述建議作出的書面批准之前進行任何工程，並須遵守政府所施加有關服務設施的任何要求，及自行出資履行該等要求，包括任何所需的改道、重鋪或修復的費用。承租人亦須自行出資在一切方面維修、彌補及修復因任何該建築、保養、翻新或維修工程以任何方式對該片或該幅土地或運行於該片或該幅土地之上、上面、之下或毗鄰的任何服務設施的表面所造成的任何損壞或干擾以達致政府滿意(經同意並宣布如承租人未能進行任何上述所需的改道、重鋪、維修、彌補及修復該片或該幅土地或其任何部分或任何服務設施的工程以達致政府滿意，政府可進行其認為需要的任何該改道、重鋪、彌補或修復工程，承租人須應要求向政府支付該等工程的費用)」。

「一經進行該片或該幅土地的任何重建，承租人不得或容許他人於其上興建任何不符合署長列明該片或該幅土地之定線的一座或多座建築物。如不按該定線搭建任何一座或多座建築物，承租人須應署長要求拆卸該一座或多座建築物，並按正確的定線重建。倘若承租人未能如上述拆卸該一座或多座建築物，則署長有合法權利促使拆卸該一座或多座建築物，而承租人須應要求向署長支付經署長證明該拆卸工程的費用之款項(經同意並宣布，表明已經署長或其代表簽署有關任何一座或多座建築物的定線或有關拆卸工程的費用的證書內所證明的事實為雙方之間的最終及具決定性的證據)」。

「如根據[第4(18)款(就有關九龍內地段第11015號及九龍內地段第11016號分別的租契)或第4(17)款(就有關九龍內地段第11017號、九龍內地段第11018號、九龍內地段第11019號及九龍內地段第11020號分別的租契)]獲發同意於該片或該幅土地內或任何政府土地上為配合或因應該片或該幅土地或其任何部分的組建、平整或發展或本租契的條款及契約規定承租人執行的任何其他工程而進行的任何土地之削土、移土或後移工程，或任何建造或填土工程，或任何性質之斜坡處理工程，承租人須按當時或其後任何時間需要或可能需要進行、建造或出資進行或建造該斜坡處理工程、護土牆、土地或其他支承結構、防護結構、排水或附屬或其他工程，以保護和支撐該片或該幅土地及任何毗連或毗鄰政府或已批租土地內的土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。承租人應在整個批租年期內自費維修上述斜坡處理工程、護土牆、土地或其他支承結構、防護結構及排水工程以保持良好及修繕妥當的狀態以達致署長滿意。無論何時，如因任何組建、平整、發展或承租人進行的其他工程導致或引致不論是於或從該片或該幅土地內的任何土地或從任何毗連或毗鄰政府或已批租土地之內發生任何滑土、山泥傾瀉或地陷，承租人須自費還原及修復其以達致署長滿意，並向政府、其代理及承建商賠償

15 批地文件的摘要

SUMMARY OF LAND GRANT

所有透過或因該滑土、山泥傾瀉或地陷所或可能蒙受或招致的任何費用、收費、損害、索求及索償。除於有違反任何此等條款及契約時所擁有的其他權利或補償權外，署長有權發出書面通知，要求承租人執行、建造和維修上述斜坡處理工程、護土牆、土地或其他支承結構、防護結構及排水工程，又或修復及彌補任何滑土、山泥傾瀉或地陷。如承租人疏忽或未能在該通知訂明的期限內履行該通知的規定以達致署長滿意，署長可立即執行及進行該工程，而承租人須應要求向政府償還其費用」。

「如來自該片或該幅土地上或其上的任何發展項目所影響的其他地方的泥石或碎石受侵蝕及沖流在公眾巷或道路上，又或在路旁暗渠、污水渠、雨水渠或溝壑或其他政府產業之內或之上，承租人須承擔責任，並須按政府要求向政府支付清理在公眾巷或道路上，又或在路旁暗渠、污水渠、雨水渠或溝壑或其他政府產業的泥石及碎石或修理對其損毀的有關費用。承租人須就因該等侵蝕及沖流而導致私人物業蒙受任何損害或滋擾所產生的所有訴訟、索償及要求向政府作出彌償」。

「承租人須應要求向政府支付經署長證明為彌補承租人、其承建商、分包商或他的或他們的工人或車輛或該片或該幅土地的任何泥石對毗鄰公共道路造成的任何損壞之費用的任何款項」。

「承租人須自費建造及保養，因署長可能認為必須以截斷及引導降落或流入該片或該幅土地的一切暴雨或雨水流到最接近的河道、集水井、渠道或雨水渠，不論是該片或該幅土地的邊界內或是政府土地內的排水渠及渠道致使署長滿意。承租人須自行承擔該等暴雨或雨水所造成的任何損毀或滋擾衍生的一切訴訟、索償及要求並向政府及其官員作出彌償」。

「如承租人、其僱員或代理人令該片或該幅土地內或毗鄰的溝壑、污水渠、雨水渠、輸水道或其他政府產業受損毀或阻礙，承租人須按要求支付以作妥善修理該損毀或阻礙的費用（經同意並宣布必要的工程應由政府進行，費用由承租人承擔）」。

「承租人須應要求向政府支付連接該片或該幅土地的任何排水渠和污水渠至政府的雨水渠和污水渠的費用。經同意上述工程須由署長進行，但毋須就此向承租人承擔任何責任」。

「在整個批租期內:-

- (a) 承租人須自費以消防處處長滿意的方式:-
 - (i) 提供適當的通道供消防器材及消防人員進出入現已或將會在該片或該幅土地上興建或放置的任何一座或多座建築物或構築物
 - (ii) 時刻允許消防人員及消防器材暢通無阻地使用該進出通道及
 - (iii) 維持此等通道開放及保持其暢通無阻
- (b) 承租人應允許消防處處長、其屬下人員、傭僕或代理人不論事前發出通知與否在任何合理時間進入該片或該幅土地或其任何部份又或現已或將會在該處興建或放置的一座或多座建築物或構築物，從而進行檢查以確保[此次條](a)款訂明的規定經已圓滿履行」。

「承租人應自費以消防處處長滿意的方式，按消防處處長全權酌情指定，在該片或該幅土地上（或如事前獲署長書面同意及批准，於任何毗鄰或毗連政府土地）及/或現已或將會興建於其上的任何一座或多座建築物內，在消防處處長指定的位置提供消防栓、滅火器材、抽水接駁裝置及其他消防裝置與設備（釋義以《消防條例》所訂為準）。承租人應自費維修上述消防栓、滅火器材、抽水接駁裝置及其他消防裝置與設備，以保持其狀態良好使消防處處長滿意」。

「受制於本文所載的條款及契約，一經進行該片或該幅土地或其任何部分的重建（本詞僅指第4(4)及4(5)款所述的重建工程），承租人須遵守及服從以下條件:-

- ...
- (c) 該片或該幅土地以及 [構成該等地段的其他地段] (下文統稱「毗連地段」)(該片或該幅土地連同毗連地段下文統稱「該土地」)作為單一發展項目內應設置空間致使署長滿意:-
 - (i) 以供停泊車輛，比率為現已或將會興建於該土地上的一座或多座建築物的每4個住宅單位或其部分1個車位及
 - (ii) 以供貨車上落客貨，比率為現已或將會興建於該土地上的一座或多座建築物的每800個單位或其部分1個上落貨車位，但現已或將會建於該土地的每座住宅大廈最少應設有1個上落貨車位，或署長決定之數量的上落客貨的車位。
- ...
- (j) 除連同毗連地段作為單一發展項目外，該片或該幅土地不可被進行建造或重建。而署長就該片或該幅土地是否連同毗連地段建造或重建成單一發展項目所作的決定將作終論，並對承租人人具約束力」。

「當於本租契內任何地方有所提及:-

- (a) 政府或政府授權人員須或可於該片或該幅土地或其任何部分或該片或該幅土地以外(不論是代承租人或於承租人未能進行該些工程時進行或於其他情況下)由承租人出資，或承租人須應要求支付或還付予政府或上述授權人員該些工程費用而進行任何形式的工程，則該費用包括政府或上述授權人員所訂定之監督及管理收費；或
- (b) 須獲得政府或上述授權人員的事先書面批准或同意，他們可以以他們認為合適的條款及條件給予批准或同意，或以他們絕對的酌情權拒絕批准或同意」。

5. 每份租契均規定:-

「政府保留所有政府就其為香港的道路、公共建築或其他公共目的所需，在該片或該幅土地之內、之下或之上的礦產、礦物、石油、石礦、及所有現時或其後於批租存續期間內於該片或該幅土地或其任何部分之下或之上的土壤、泥土、泥灰岩、黏土、白堊、磚土、礫石、砂、石頭及石堆、及其他土料或材料；政府、其代理人、傭人及工人有權於批租存續期間內於年中合理時間內自由進出穿越該片或該幅土地或其任何部分，不論是否連同馬匹、馬車、車輛及其他機器及其他必需之事物，以視察、挖掘、轉用及移走上述保留之礦物、石頭、土料及其他事物或其任何部分，惟須對該片或該幅土地造成盡可能少的損害。政府亦有全權於該片或該幅土地內、穿過、或於其之下加置或接駁所有及任何公共或公用排污渠、排水渠或水道」。

「政府有合法權利透過署長或獲其指派代表行事的其他人在批租年期內，每年兩次或多次在日間所有合理時間進入特此予以批租的土地，從而視察、搜查及查看其狀況。每當視察時發現有任何頹敗、損壞及需要維修及修正之處，將會發出或在特此予以批租的土地或其部分留下書面通知，要求承租人在其後三個曆月內進行維修及修正，而承租人須按通知於該期限內進行維修及修正」。

「政府擁有全權為改善香港，或不論任何其他公眾目的所需，在給予承租人三個公曆月的通知並根據署長公平及公正無私地釐定的估值計算對該土地及其上之建築物的公平及公正的賠償後，收回、進入及再估管特此表明予以批租的土地的全部或其任何部分，而當行使此權利時，本文產生的年期及利益將停止、終結及無效」。

15 批地文件的摘要

SUMMARY OF LAND GRANT

6. 儘管上文第3段有所限制，根據一份日期為2018年6月8日，並在土地註冊處以註冊摘要編號18062501300029註冊的厭惡性行業牌照，該等地段的註冊擁有人、其遺囑執行人、遺產管理人或受讓人獲准經營或從事製糖、油料(加油站除外)、售肉、食物供應及旅館的行業或業務，惟須受該牌照施加的條件所規限。

註:

1. 詳情請參考租契。租契全份文本已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費用後獲取副本。
2. 除非本售樓說明書另有規定，本批地文件摘要內所採用的詞彙與該詞彙在有關租契內的意思相同。

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. The development is situated on Kowloon Inland Lot No. 11015, Kowloon Inland Lot No. 11016, Kowloon Inland Lot No. 11017, Kowloon Inland Lot No. 11018, Kowloon Inland Lot No. 11019 and Kowloon Inland Lot No. 11020 (collectively “the Lots”).
2. Each of the Lots is separately held under a Government lease dated 28th January 1994 for a term commencing on 25th June 1990 and expiring on 30th June 2047 and the Government leases are varied and/or modified by 6 Modification Letters all dated 28th September 2020 and respectively registered in the Land Registry by Memorial Nos. 20101201120018, 20101201120023, 20101201120034, 20101201120047, 20101201120056 and 20101201120063 (collectively “the Leases”).
3. The user restrictions applicable to the Lots as contained in the Leases are as follows:-
 - “subject to any other covenant expressed or implied relating to the use of the demised premises the Lessee or any other person or persons will not during the continuance of this demise use exercise or follow in or upon the demised premises or any part thereof the trade or business of a Brazier Slaughterman Soap-maker Sugar-baker Fellmonger Melter of tallow Oilman Butcher Distiller Victualler or Tavern-keeper Blacksmith Nightman Scavenger or any other noisy noisome or offensive trade or business whatever without the previous licence of the Government signified in writing by the Director or other person duly authorized in that behalf”.
 - “the Lessee will not use or permit or suffer the said piece or parcel of ground or any part thereof or any building or buildings erected or to be erected thereon or any part or parts of such building or buildings to be used for any purpose other than non-industrial (excluding godown) purposes”.
 - “the Lessee will not do or permit or suffer anything to be done at any time in or upon the said piece or parcel of ground or any part thereof or any building or any part of any building erected or to be erected thereon which may be or become a nuisance or annoyance or which may cause damage or inconvenience to the Government or to the lessees owners or occupiers of any adjoining or neighbouring lot or lots or premises”.
 - “no grave or columbarium shall be erected or made on the said piece or parcel of ground nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon”.
 - “no memorial tablets shall be placed on the said piece or parcel of ground or in any building or buildings erected or to be erected on the said piece or parcel of ground”.
4. Each of the Leases stipulates that:-
 - “having built or rebuilt (which expression for the purpose of this Clause only shall refer to redevelopment of the said piece or parcel of ground as contemplated in Clauses 4(4) and 4(5) hereof) in accordance with the terms and covenants contained in this Lease the Lessee shall from time to time and at all time hereafter when where and as often as need or occasion shall require at the Lessee’s own proper costs and charges well and sufficiently Repair Uphold Support Maintain Pave Purge Scour Cleanse Empty Amend and Keep the messuage or tenement messuages or tenements and all other erections and buildings now or may at any time hereafter standing upon

the said piece or parcel of ground and all the Walls Banks Cuttings Hedges Ditches Rails Lights Pavements Privies Sinks Drains and Watercourses thereunto belonging and which shall in any-wise belong or appertain unto the same in by and with all and all manner of needful and necessary reparations cleansings and amendments whatsoever the whole to be done in accordance with the building plans of the said messuage or tenement messuages or tenements erections and buildings approved under the Buildings Ordinance and Regulations and any amending legislation without variation or modification thereto and all the terms and covenants contained in this Lease subject to any subsequent contractual variation of this Lease”.

“in the event of the demolition at any time during the continuance of this demise of the said messuage or tenement messuages or tenements or any other erections and buildings now or at any time hereafter standing upon the said piece or parcel of ground or any of them or any part thereof the Lessee will replace the same either by sound and substantial buildings of the same type and of no less gross floor area or by buildings of such type and value as shall be approved by the Director”.

“in the event of demolition as aforesaid the Lessee will within one month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the said piece or parcel of ground and upon receiving such consent will within three months thereof commence the necessary work of redevelopment and will complete the same to the satisfaction of and within such time limit as shall be laid down by the Director”.

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

“the Lessee will take or cause to be taken all proper and adequate care skill and precautions at all times and particularly during any construction maintenance renewal or repair work to avoid doing any damage to any existing drain waterway or watercourse (including water main) footpath sewer nullah pipe cable wire utility service or any other works or installations whether of the Government or otherwise (all together hereinafter referred to as “the Works and Services”) being or running upon over under or adjacent to the said piece or parcel of ground or any part thereof Provided That the Lessee before carrying out any such work as aforesaid will make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services and will submit its proposals for dealing with any of such Works and Services in writing to the Government for its approval in all respects and will not carry out any work whatsoever until the Government shall have given its written approval to the works and to such proposals aforesaid and will comply with any requirement of the Government in respect of the Works and Services and will bear the cost of meeting such requirements including the cost of any necessary diversion relaying or reinstatement and will at the Lessee’s own expense in all respects repair make good and reinstate to the satisfaction of the Government any damage or disturbance caused to the surface of the said piece or parcel of ground or any of the Works and Services running on over under or adjacent to the said piece or parcel of ground in any manner arising out of any such construction maintenance renewal or repair work (it being agreed and declared that if the Lessee fails to carry out any

such necessary diversion relaying repairing making good and reinstatement of the said piece or parcel of ground or any part thereof or of any of the Works and Services to its satisfaction the Government may carry out any such diversion relaying reinstatement or making good as it considers necessary and the Lessee will pay to the Government on demand the cost of such works”.

“upon any redevelopment of the said piece or parcel of ground the Lessee will not erect or allow to be erected thereon any building or buildings which does not or do not accord with the alignment of the said piece or parcel of ground as set out by the Director and in the event of any building or buildings being erected otherwise than in due accord with such alignment the Lessee will demolish such building or buildings when called upon by the Director so to do and will rebuild upon the correct alignment and if the Lessee shall fail so to demolish the building or buildings as aforesaid then it shall be lawful for the Director to cause such building or buildings to be demolished and the Lessee will on demand pay to the Director such a sum as the Director shall certify to be the cost of such demolition (it being agreed and declared that a certificate purporting to have been signed by or on behalf of the Director as to the alignment of any building or buildings or as to the cost of the demolition shall be final and conclusive evidence as between the parties hereto as to the facts certified therein)”.

“where consent has been given pursuant to [Clause 4(18) (for the respective Government leases of Kowloon Inland Lot No. 11015 and Kowloon Inland Lot No. 11016) or Clause 4(17) (for the respective Government leases of Kowloon Inland Lot No. 11017, Kowloon Inland Lot No. 11018, Kowloon Inland Lot No. 11019 and Kowloon Inland Lot No. 11020)] for 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 within the said piece or parcel of ground or on any Government land which is required for the purpose of or in connection with the formation levelling or development of the said piece or parcel of ground or any part thereof or any other works required to be done by the Lessee under the terms and covenants herein contained the Lessee will carry out construct or bear the cost of the carrying out or construction of such slope treatment works retaining walls land or other support protection drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the said piece or parcel of ground and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away landslip or subsidence occurring thereafter and will at all times during the term hereby granted maintain at the Lessee’s own expense the said slope treatment works retaining walls land or other support protection and drainage works in good and substantial repair and condition to the satisfaction of the Director and in the event that as a result or arising out of any formation levelling development or other works done by the Lessee any falling away landslip or subsidence occurs at any time whether in or from any land within the said piece or parcel of ground or from any adjacent or adjoining Government or leased land the Lessee will at the Lessee’s own expense reinstate and make good the same to the satisfaction of the Director and will indemnify the Government its agents and contractors from and against all costs charges damages demands and claims whatsoever which shall or may be made suffered or incurred through or by reason of such falling away landslip or subsidence and in addition to any other rights or remedies herein provided for breach of any of the terms and covenants herein contained the Director shall be entitled by notice in writing to call upon the Lessee to carry out construct and maintain the said slope treatment works retaining walls land or other support protection and drainage works or to reinstate and make good any falling away landslip or subsidence and if the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein the Director may forthwith execute and carry out the work and the Lessee will on demand repay to the Government the cost thereof”.

“in the event of spoil or debris from the said piece or parcel of ground or from other areas affected by any development of the said piece or parcel of ground being eroded and washed down on to public lanes or roads or into road culverts sewers storm water drains or nullahs or other Government properties the Lessee will be held responsible and will pay to the Government on demand the cost of removal of the spoil and debris from or of damage to the public lanes or roads or road culverts sewers storm water drains or nullahs or other Government properties and will indemnify the Government against all actions claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down”.

“the Lessee will pay to the Government on demand any sum which the Director shall certify to be the cost of making good any damage done to adjoining public roads by the Lessee its contractors or sub-contractors or its or their workmen or vehicles or by any spoil from the said piece or parcel of ground”.

“the Lessee will at the Lessee’s own expense construct and maintain to the satisfaction of the Director such drains and channels whether within the boundaries of the said piece or parcel of ground or on Government land as the Director may consider necessary to intercept and convey into the nearest streamcourse catchpit channel or storm water drain all storm water or rain water falling or flowing on to the said piece or parcel of ground and the Lessee will be solely liable for and will indemnify the Government and its officers from and against all actions claims and demands arising out of any damage or nuisance caused by such storm water or rain water”.

“in the event of any damage or obstruction being caused to any nullah sewer storm water drain watermain or other properties belonging to the Government within or adjoining the said piece or parcel of ground by the Lessee its servants or agents the Lessee will pay on demand the cost of making good or removing such damage or obstruction (it being agreed and declared that the necessary works shall be carried out by the Government at the cost of the Lessee)”.

“the Lessee will pay to the Government on demand the cost of connecting any drains and sewers from the said piece or parcel of ground to the Government storm water drains and sewers it being agreed that such works shall be carried out by the Director who shall incur no liability to the Lessee in respect thereof”.

“throughout the term hereby granted:-

- (a) The Lessee will at the Lessee’s own expense and to the satisfaction of the Director of Fire Services:-
 - (i) provide suitable means of access for the passage of Fire Services appliances and Fire Services personnel to any building or buildings structure or structures erected or placed or to be erected or placed on the said piece or parcel of ground
 - (ii) at all times permit such Fire Services personnel and Fire Services appliances the free and uninterrupted use of such means of access and
 - (iii) maintain such means of access and keep the same free from obstruction
- (b) the Lessee will permit the Director of Fire Services his officers servants or agents at all reasonable times with or without notice to enter upon the said piece or parcel of ground or any part thereof or any building or buildings structure or structures or any part thereof erected or placed or to be erected or placed thereon for the purpose of inspecting the same so as to ensure that the requirements referred to in sub-clause (a) of [this sub-clause] have been complied with”.

“the Lessee will at the Lessee’s own expense and to the satisfaction of the Director of Fire Services provide fire hydrants fire fighting appliances water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the said piece or parcel of ground (or subject to the prior written consent and approval of the Director on any adjacent or adjoining Government land) and/or within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require and will maintain at the Lessee’s own expense the said fire hydrants fire fighting appliances water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services”.

“subject to the terms and covenants herein contained upon redevelopment (which term refers solely to redevelopment contemplated in Clauses 4(4) and 4(5) hereof) of the said piece or parcel of ground or any part thereof the Lessee will observe and comply with the following conditions:-

...

(c) Space shall be provided within the said piece or parcel of ground and [the other lots comprising the Lots] (hereinafter collectively referred to as “the Adjoining Lots”) (the said piece or parcel of ground together with the Adjoining Lots are hereinafter collectively referred to as “the Land”) as a single development, to the satisfaction of the Director:-

- (i) for the parking of motor vehicles at the rate of one space for every four residential flats or part thereof in the building or buildings erected or to be erected on the Land, and
- (ii) for the loading and unloading of vehicles at the rate of one bay for every 800 flats or part thereof in the building or buildings erected or to be erected on the Land, subject to a minimum of one bay for each residential block erected or to be erected on the Land, or such number of bays as may be determined by the Director.

...

(j) the said piece or parcel of ground shall not be developed or redeveloped except jointly with the Adjoining Lots as a single development. The decision of the Director as to whether the said piece or parcel of ground is jointly developed or redeveloped with the Adjoining Lots as a single development shall be final and binding on the Lessee”.

“wherever in this Lease it is provided :-

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

5. Each of the Leases provides that:-

It is “except and reserved unto the Government all Mines Minerals Mineral Oils and Quarries of Stone in under and upon the said piece or parcel of ground and all such Earth Soil Marl Clay Chalk Brick-earth Gravel Sand Stone and Stones and other Earths or Materials which now are or hereafter during the continuance of this demise shall be under or upon the said piece or parcel of ground or any part or parts thereof as the Government may require for the Roads Public Buildings or other Public Purposes of Hong Kong with fully liberty of Ingress Egress and Regress to and for the Government its Agents Servants and Workmen at reasonable times in the day during the continuance of this demise with or without horses carts motor and other machines and all other necessary things into upon from and out of all or any part or parts of the said piece or parcel of ground to view dig for convert and carry away the said excepted Minerals Stone Earths and other things respectively or any part or parts thereof respectively thereby doing as little damage as possible to the said piece or parcel of ground and also save and except full power to the Government to make and conduct in through and under the said piece or parcel of ground all and any public or common sewers drains or watercourses”.

“it shall and may be lawful to and for the Government by the Director or other persons deputed to act for the Government twice or oftener in every year during the said term at all reasonable times in the day to enter into and upon the demised premises to view search and see the condition of the same and of all decays defects and wants of reparation and amendment which upon every such view shall be found to give or leave notice in writing at or upon the demised premises or some part thereof unto or for the Lessee to repair and amend the same within Three Calendar Months then next following within which time the Lessee will repair and amend the same accordingly”.

“the Government shall have full power to resume enter into and re-take possession of all or any part of the demised premises if required for the improvement of Hong Kong or for any other public purpose whatsoever Three Calendar Months’ notice being given to the Lessee of its being so required and a full and fair compensation for the land and the buildings thereon being paid to the Lessee at a valuation to be fairly and impartially made by the Director and upon the exercise of such power the term and estate hereby created shall respectively cease determine and be void”.

6. Notwithstanding the above restrictions at paragraph 3 above, an Offensive Trade Licence dated 8th June 2018 and registered in the Land Registry by Memorial No. 18062501300029 was granted allowing the registered owner of the Lots, his executors, administrators and assigns to carry out the trade or business of sugar baker, oilman (excluding petrol filling station), butcher, victualler and tavern keeper, in or upon the Lots subject to the conditions imposed therein.

Remarks:

- 1. For full details, please refer to the Leases. Full script of the Leases are available for free inspection upon request at the sales office during open hours and copies of the Leases can be obtained upon paying necessary photocopying charges.
- 2. Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Land Grant shall have the same meaning of such terms in the Leases.

16 公共設施及公眾休憩用地的資料 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

不適用

Not applicable

17 對買方的警告 WARNING TO PURCHASERS

1. 此提示建議你聘用一間獨立的律師事務所 (代表擁有人行事者除外)，以在交易中代表你行事。
 2. 如你聘用上述的獨立的律師事務所，以在交易中代表你行事，該律師事務所將會能夠向你提供獨立意見。
 3. 如你聘用代表擁有人行事的律師事務所同時代表你行事，而擁有人與你之間出現利益衝突：
 - (i) 該律師事務所可能不能夠保障你的利益；及
 - (ii) 你可能要聘用一間獨立的律師事務所。
 4. 如屬 3(ii)段的情況，你須支付的律師費用總數，可能高於如你自一開始即聘用一間獨立的律師事務所須支付的費用。
1. You are recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for you in relation to the transaction.
 2. If you instruct such separate firm of solicitors to act for you in relation to the transaction, that firm will be able to give independent advice to you.
 3. If you instruct the firm of solicitors acting for the owner to act for you as well, and a conflict of interest arises between the owner and you:
 - (i) that firm may not be able to protect your interests; and
 - (ii) you may have to instruct a separate firm of solicitors.
 4. In the case of paragraph 3 (ii), the total solicitors' fees payable by you may be higher than the fees that would have been payable if you had instructed a separate firm of solicitors in the first place.