SIERRA TERRACE
樂嶺軒

售樓說明書
SALES BROCHURE

SIERRA TERRACE

樂嶺軒

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

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

FOR ALL FIRST-HAND RESIDENTIAL PROPERTIES

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans[1] as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property[2]. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

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

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

(i) the external dimensions of each residential property;

(ii) the internal dimensions of each residential property;

(iii) the thickness of the internal partitions of each residential property;

(iv) the external dimensions of individual compartments in each residential property.

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

5. Sales brochure

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

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

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

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

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

8. Register of Transactions

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

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development. The mandatory provisions to be incorporated in an ASP for uncompleted development as required by the Ordinance include a provision requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Building Authority.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.

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

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 date[3] for the development in the sales brochure.
  - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
    - ➢ For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
    - ➢ For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
    - ➢ strike or lock-out of workmen;
    - ➢ riots or civil commotion;
    - ➢ force majeure or Act of God;
    - ➢ fire or other accident beyond the vendor's control;
    - ➢ war; or
    - ➢ inclement weather
  - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

FOR FIRST-HAND COMPLETED RESIDENTIAL PROPERTIES

16. Vendor' s information form

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

17. Viewing of property

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

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

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

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

Website : www.srpa.gov.hk

Telephone : 2817 3313

Email : enquiry_srpa@hd.gov.hk

Fax : 2219 2220

Other useful contacts:

Consumer Council
Website : www.consumer.org.hk Telephone : 2929 2222 Email: : cc@consumer.org.hk Fax : 2856 3611
Estate Agents Authority
Website : www.eaa.org.hk Telephone : 2111 2777 Email: : enquiry@eaa.org.hk Fax : 2598 9596
Real Estate Developers Association of Hong Kong
Telephone : 2826 0111 Fax : 2845 2521

Sales of First-hand Residential Properties Authority

March 2023

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款，以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
- 如您擬選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。

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

4. 物業的面積及四周環境

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

5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則（如有的話），因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書，並須特別留意以下資訊：
  - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
  - 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；

[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。

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

10. 表達購樓意向

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

11. 委託地產代理

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

12. 委聘律師

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

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。

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等同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
  - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意（視屬何種情況而定）。
    - ➢ 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
    - ➢ 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件（包括佔用許可證）發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
  - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
  - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
    - ➢ 工人罷工或封閉工地；
    - ➢ 暴動或內亂；
    - ➢ 不可抗力或天災；
    - ➢ 火警或其他賣方所不能控制的意外；
    - ➢ 戰爭；或
    - ➢ 惡劣天氣。
  - 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
  - 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

適用於一手已落成住宅物業

16. 賣方資料表格

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

17. 參觀物業

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

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

網址：www.srpa.gov.hk

電話：2817 3313

電郵：enquiry_srpa@hd.gov.hk

傳真：2219 2220

其他相關聯絡資料：

消費者委員會
網址：www.consumer.org.hk 電話：2929 2222 電郵：cc@consumer.org.hk 傳真：2856 3611
地產代理監管局
網址：www.eaa.org.hk 電話：2111 2777 電郵：enquiry@eaa.org.hk 傳真：2598 9596
香港地產建設商會
電話：2826 0111 傳真：2845 2521

一手住宅物業銷售監管局

2023年3月

2 INFORMATION ON THE PHASE
期數的資料

Name of the Phase of the Development

Phase 2 (the "Phase") of Casa Sierra (the "Development") is called "Sierra Terrace"

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

72 Pak Wo Road*

* The provisional street number is subject to confirmation when the Phase is completed

The Phase consists of 1 multi-unit building

Note: "Sierra Terrace" is also the name of the multi-unit building in the Phase. The building is referred to as "Block 3" in the latest approved building plans of the Phase.

Total number of storeys of each multi-unit building

Sierra Terrace: 33 storeys

The above number of storeys does not include Basement 2 Floor, Basement 1 Floor, Transfer Plate, Roof, Upper Roof and Top Roof

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

Basement 2 Floor, Basement 1 Floor, G/F, 1/F – 32/F, Roof, Upper Roof and Top Roof

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

Not applicable

The refugue floor of each multi-unit building

Roof

The Phase is an uncompleted Phase

1. Estimated material date for the Phase, as provided by the Authorized Person for the Phase: 31 March 2026.
2. The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.
3. Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

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

發展項目期數名稱

樂嶺都匯（「發展項目」）的第2期稱為「樂嶺軒」（「期數」）

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

百和路72號*

* 此臨時門牌號數有待期數建成時確認

期數包含1幢多單位建築物

備註：期數中包括的1幢多單位建築物亦稱為「樂嶺軒」，該建築物於期數的最新經批准圖則中標注為第3座(Block 3)。

每幢多單位建築物的樓層的總數

樂嶺軒：33層

上述樓層數目不包括地庫2層、地庫1層、轉換層、天台、上層天台及頂層天台

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

地庫2層、地庫1層、地下、1樓至32樓、天台、上層天台及頂層天台

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

不適用

每幢多單位建築物內的庇護層

天台

期數屬未落成的期數

1. 由期數的認可人士提供的期數的預計關鍵日期：
   2026年3月31日
2. 上述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。
3. 根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明期數落成的其他方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為期數已落成或當作已落成（視屬何情況而定）的確證。

備註：「關鍵日期」指批地文件的條件就期數而獲符合的日期。

Vendor

Hong Kong Housing Society

賣方

香港房屋協會

Holding company of the Vendor

Not applicable

賣方的控權公司

不適用

Authorized Person for the Phase

Lee Ming Yen Jennifer

期數的認可人士

李明嫻

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

P&T Architects Limited

期數的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

巴馬丹拿建築師有限公司

Building Contractor for the Phase

China Civil Engineering Construction Corporation

期數的承建商

中國土木工程集團有限公司

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

Baker & McKenzie

就期數的住宅物業的出售而代表擁有人行事的律師事務所

貝克・麥堅時律師事務所

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

Not applicable

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構

不適用

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

Not applicable

已為期數的建造提供貸款的其他人

不適用

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE
有參與期數的各方的關係

(a)	The Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an Authorized Person for the Phase; 賣方或有關期數的承建商屬個人，並屬該期數的認可人士的家人；	Not applicable 不適用
(b)	The Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of such an Authorized Person; 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人；	Not applicable 不適用
(c)	The Vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an Authorized Person; 賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人；	No 否
(d)	The Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an associate of such an Authorized Person; 賣方或該期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	Not applicable 不適用
(e)	The Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of an associate of such an Authorized Person; 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人；	Not applicable 不適用
(f)	The Vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of an associate of such an Authorized Person; 賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人；	No 否
(g)	The Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase; 賣方或該期數的承建商屬個人，並屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	Not applicable 不適用
(h)	The Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase; 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人；	Not applicable 不適用
(i)	The Vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of a proprietor of such a firm of solicitors; 賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人；	No 否
(j)	The Vendor, a holding company of the Vendor, or a building contractor for the Phase, is a private company, and an Authorized Person for the Phase, or an associate of such an Authorized Person, holds at least 10% of the issued shares in that Vendor, holding company or contractor; 賣方、賣方的控權公司或有關期數的承建商屬私人公司，而該期數的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份；	No 否
(k)	The Vendor, a holding company of the Vendor, or a building contractor for the Phase, is a listed company, and such an Authorized Person, or such an associate, holds at least 1% of the issued shares in that Vendor, holding company or contractor; 賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份；	Not applicable 不適用

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

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

The thickness of the non-structural prefabricated external walls of each block: 150mm
每幢建築物的非結構的預製外牆的厚度：150毫米

SCHEDULE OF TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS OF EACH RESIDENTIAL PROPERTY
每個住宅物業的非結構的預製外牆的總面積表

Block Name 大廈名稱	Floor 樓層	Unit 單位	Total Area of the Non-Structural Prefabricated External Walls of each Residential Property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Sierra Terrace 樂嶺軒	4/F to 32/F 4樓至32樓	A1	0.924
		A2	0.829
		A3	0.885
		A4	0.784
		A5	0.807
		A6	1.130
		A7	1.130
		A8	1.129
		A9	1.515
		B1	0.784
		B2	0.943
		B3	0.706
		B4	1.532
		B5	1.129
		B6	0.874
		C1	0.961
		C2	0.938
		C3	0.938
		C4	1.452
		C5	1.320
		C6	0.733
		C7	0.915
		C8	0.938
		C9	0.938

There will be no curtain walls forming part of the enclosing walls of the Phase.
期數將不會有構成圍封牆一部分的幕牆。

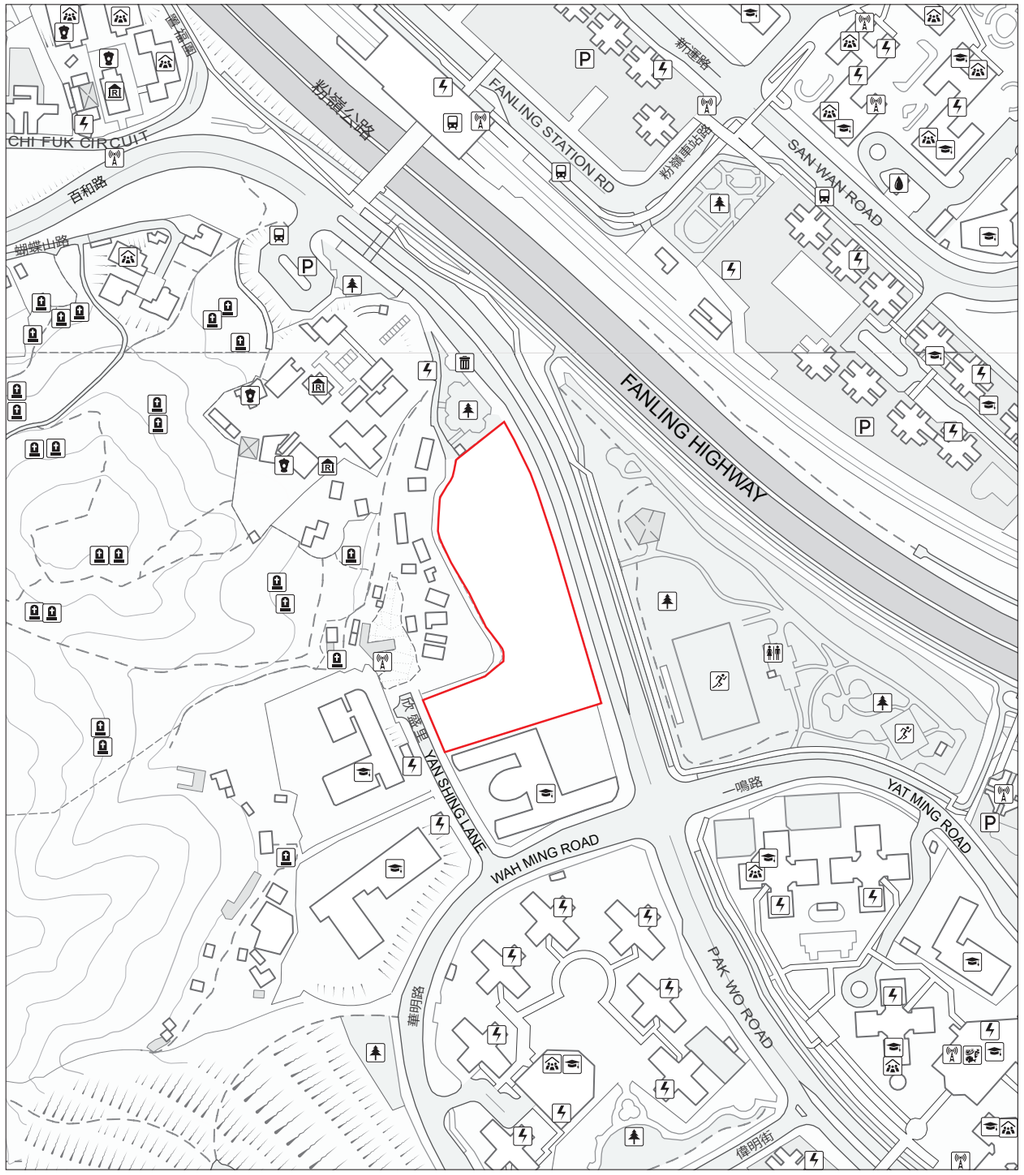
The Person to be appointed as the manager of the Phase under the latest draft Deed of Mutual Covenant:

Hong Kong Housing Society

根據公契的最新擬稿將獲委任的期數的管理人：

香港房屋協會

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



N

Boundary Line of the Development
發展項目的邊界線

Scale 比例: 0 50 100 150 200 250M/米

The Map is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.
地圖由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

This Location Plan is prepared by the Vendor with reference to the Digital Topographic Map No. T3-SW-A and T3-SW-C dated 27 February 2025 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

此位置圖是由賣方擬備並參考地政總署測繪處於2025年2月27日出版之數碼地形圖，圖幅編號T3-SW-A及T3-SW-C，有需要處經修正處理。

NOTATION 圖例

- Columbarium 骨灰龕
- Oil Depot 油庫
- Power Plant (including Electricity Sub-stations) 發電廠(包括電力分站)
- Cemetery 墳場
- Refuse Collection Point 垃圾收集站
- Market (including a Wet Market and a Wholesale Market) 市場(包括濕貨市場及批發市場)
- Public Carpark (including a Lorry Park) 公眾停車場(包括貨車停泊處)
- Public Convenience 公廁
- Public Transport Terminal (including a Rail Station) 公共交通總站(包括鐵路車站)
- Public Utility Installation 公用事業設施裝置
- Religious Institution (including a Church, a Temple and a Tsz Tong) 宗教場所(包括教堂、廟宇及祠堂)
- School (including a Kindergarten) 學校(包括幼稚園)
- Social Welfare Facilities (including an Elderly Centre and a Home for the Mentally Disabled) 社會福利設施(包括老人中心及弱智人士護理院)
- Sports Facilities (including a Sports Ground and a Swimming Pool) 體育設施(包括運動場及游泳池)
- Public Park 公園

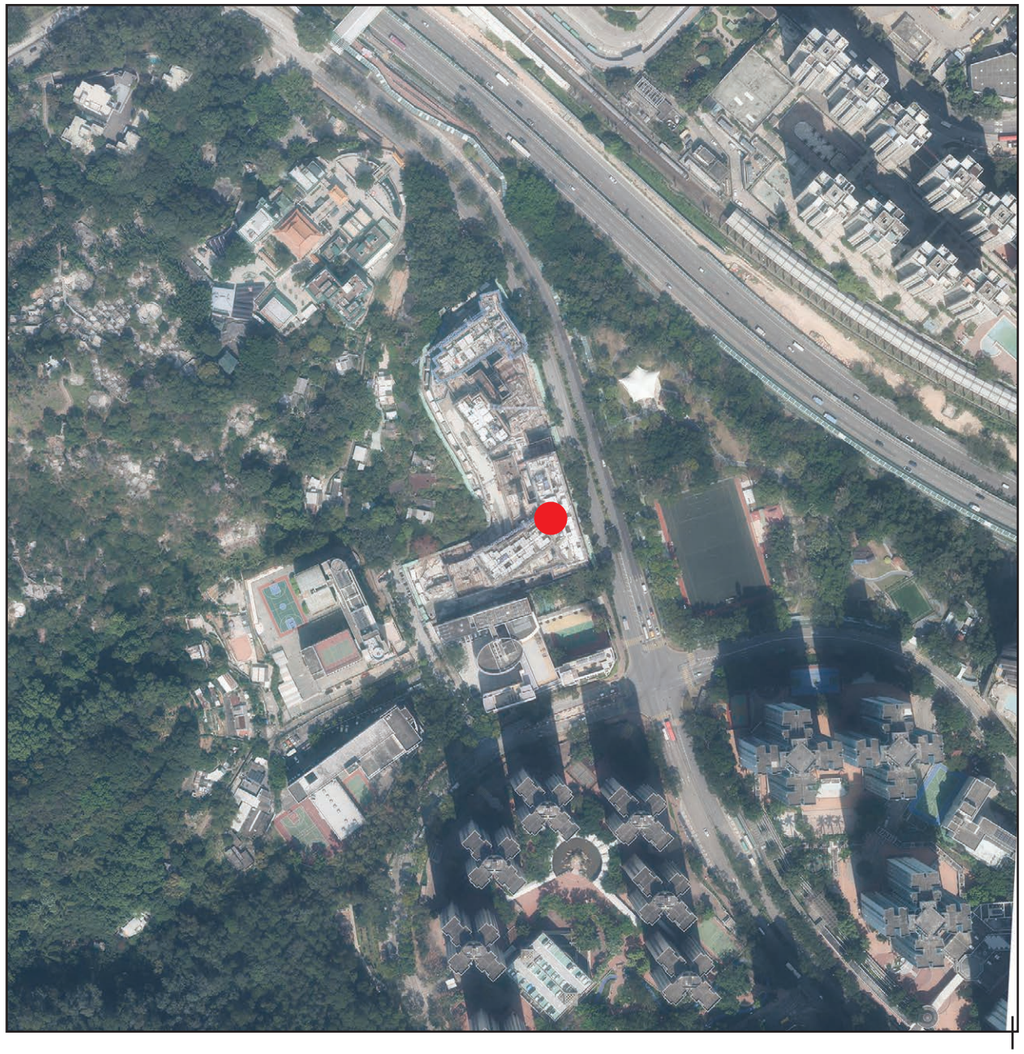
Street name(s) not shown in full on the Location Plan of the Development:
於發展項目的所在位置圖未能顯示之街道全名：

WAI MING STREET 偉明街　　WU TIP SHAN ROAD 蝴蝶山路

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

備註：
1. 因技術原因(例如發展項目之形狀)，位置圖所顯示之範圍多於《一手住宅物業銷售條例》所要求顯示的範圍。
2. 賣方亦建議買方到該發展地盤作實地考察，以獲取對該發展地盤、以及周邊地區的環境及附近的公共設施有較佳的了解。

AERIAL PHOTOGRAPH OF THE PHASE
期數的鳥瞰照片



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

Location of the Phase
期數的位置

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. E186349C, date of flight: 23 February 2023.

摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E186349C，飛行日期：2023年2月23日。

Notes:

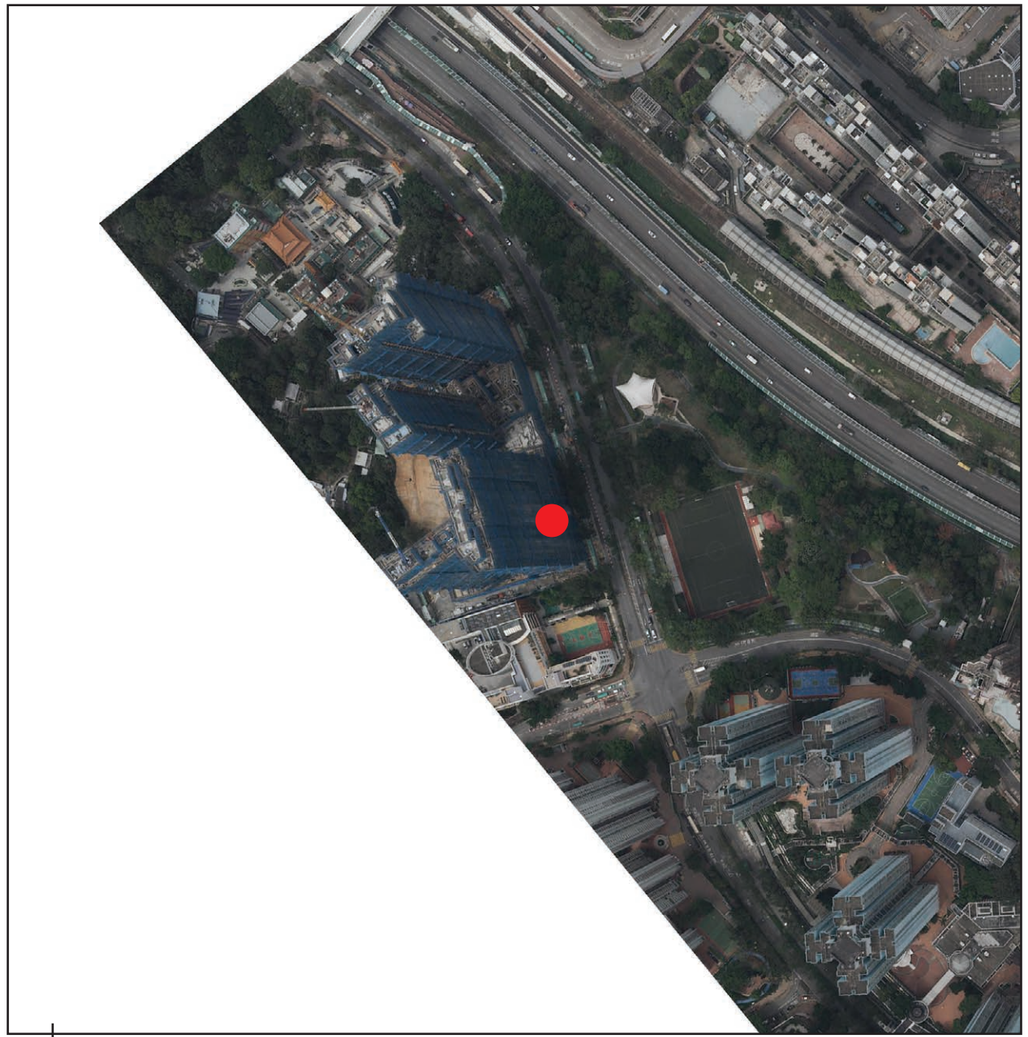
1. Due to technical reasons (such as the irregular shape of the Phase), the aerial photograph has shown area more than that required under the Residential Properties (First-hand Sales) Ordinance.
2. The Vendor also advises purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

備註：

1. 因技術原因(例如期數之不規則形狀)，鳥瞰照片所顯示之範圍多於《一手住宅物業銷售條例》所要求顯示的範圍。
2. 賣方亦建議買方到該發展地盤作實地考察，以獲取對該發展地盤、以及周邊地區的環境及附近的公共設施有較佳的了解。

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AERIAL PHOTOGRAPH OF THE PHASE
期數的鳥瞰照片



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

Location of the Phase
期數的位置

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 3,000 feet, photo No. E219700C, date of flight: 19 March 2024.

摘錄自地政總署測繪處在3,000呎的飛行高度拍攝之鳥瞰照片，照片編號E219700C，飛行日期：2024年3月19日。

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Notes:

1. Due to technical reasons (such as the irregular shape of the Phase), the aerial photograph has shown area more than that required under the Residential Properties (First-hand Sales) Ordinance.
2. The Vendor also advises purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

備註：

1. 因技術原因(例如期數之不規則形狀)，鳥瞰照片所顯示之範圍多於《一手住宅物業銷售條例》所要求顯示的範圍。
2. 賣方亦建議買方到該發展地盤作實地考察，以獲取對該發展地盤、以及周邊地區的環境及附近的公共設施有較佳的了解。

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



Boundary Line of the Development
發展項目的邊界線

Scale 比例： 0 100 200 300 400 500M/米

Extract from the approved Fanling/Sheung Shui Outline Zoning Plan (Plan no. S/FSS/28), gazetted on 19 April 2024.

摘錄自2024年4月19日刊憲之粉嶺/上水分區計劃大綱核准圖(圖則編號S/FSS/28)。

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

NOTATION 圖例

ZONES 地帶

- R(A) Residential (Group A) 住宅(甲類)
- R(C) Residential (Group C) 住宅(丙類)
- V Village Type Development 鄉村式發展
- I Industrial 工業
- G/IC Government, Institution or Community 政府、機構或社區
- O Open Space 休憩用地
- OU Other Specified Uses 其他指定用途
- GB Green Belt 綠化地帶

COMMUNICATIONS 交通

- Major Road and Junction 主要道路及路口

MISCELLANEOUS 其他

- Boundary of Planning Scheme 規劃範圍界線
- (1) Planning Area Number 規劃區編號
- 130 Maximum Building Height (in metres above Principal Datum) 最高建築物高度(在主水平基準上若干米)
- P F S Petrol Filling Station 加油站

★ This area is not covered under outline zoning plan or Development Permission Area Plan, or the plan deemed to be a draft plan.
此地帶並不被納入於分區計劃大綱圖或發展審批地區圖，或被當作草圖的圖則。

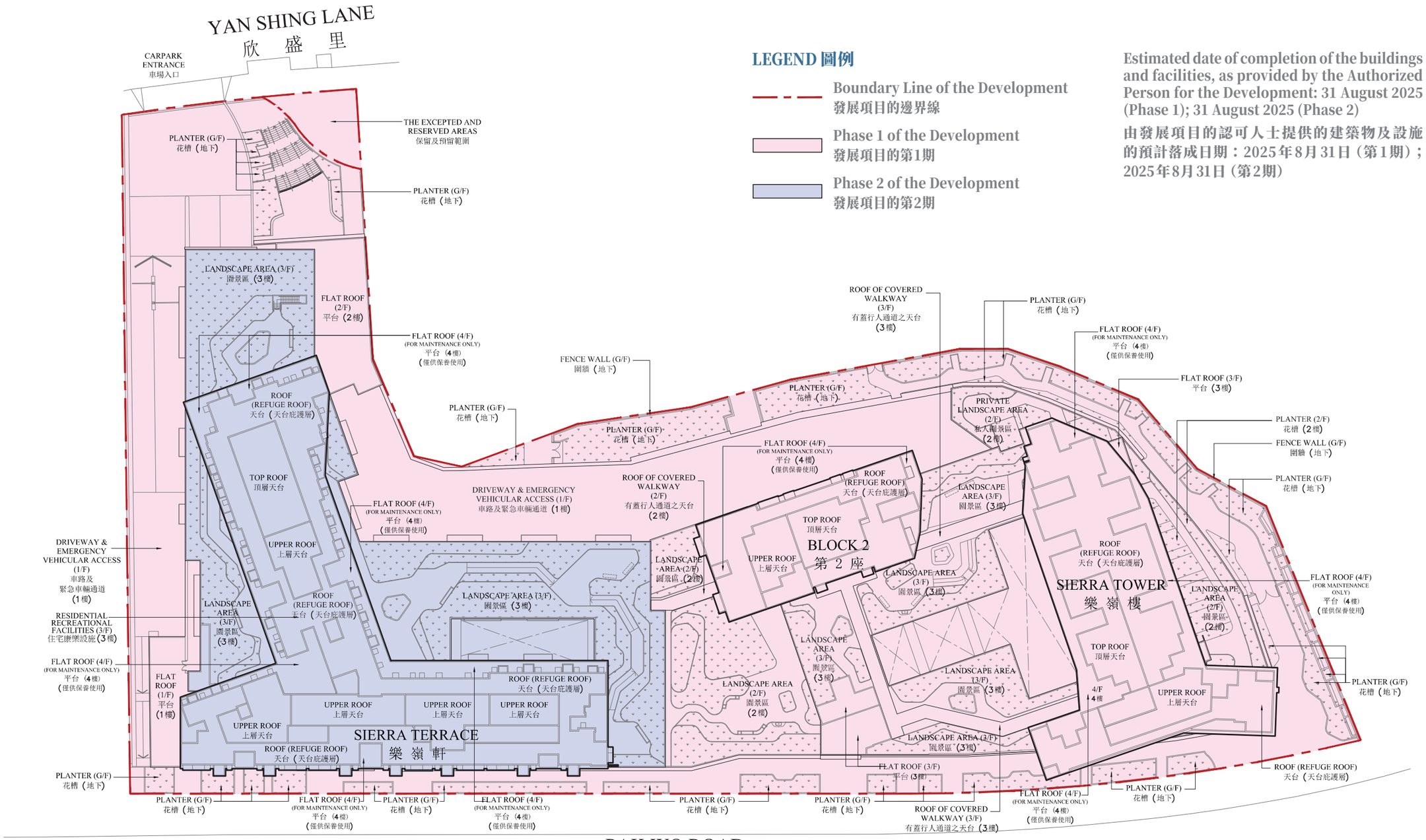
Notes:

1. The above outline zoning plan is available for free inspection at the sales office(s) during opening hours.
2. The Vendor also advises purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. Due to technical reasons (such as the irregular shape of the Development), the outline zoning plan has shown area more than that required under the Residential Properties (First-hand Sales) Ordinance.

備註：

1. 上述分區計劃大綱圖可於開放時間向售樓處免費查閱。
2. 賣方亦建議買方到該發展地盤作實地考察，以獲取對該發展地盤、以及周邊地區環境及附近的公共設施有較佳了解。
3. 因技術原因(例如發展項目之不規則形狀)，分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條例》所要求顯示的範圍。

LAYOUT PLAN OF THE DEVELOPMENT
發展項目的布局圖



LEGEND 圖例

- Boundary Line of the Development
  發展項目的邊界線
- Phase 1 of the Development
  發展項目的第1期
- Phase 2 of the Development
  發展項目的第2期

Estimated date of completion of the buildings and facilities, as provided by the Authorized Person for the Development: 31 August 2025 (Phase 1); 31 August 2025 (Phase 2)

由發展項目的認可人士提供的建築物及設施的預計落成日期：2025年8月31日（第1期）；2025年8月31日（第2期）

Scale
比例： 0 10 20M/米

N

Note:

"Sierra Tower" is referred to as "Block 1" in the latest approved building plans of the Development. The residential properties provided therein are all public rental housing units.

"Sierra Terrace" is referred to as "Block 3" in the latest approved building plans of the Development. The residential properties provided therein are all subsidized sale flat units.

The residential properties provided in the building referred to as "Block 2" in the latest approved building plans of the Development are all senior citizen residential units. The official name of the building has not yet been announced.

備註：

「樂嶺樓」於發展項目的最新經批准圖則中標注為第1座(Block 1)，其內之所有住宅物業均為公共租住房屋單位。

「樂嶺軒」於發展項目的最新經批准圖則中標注為第3座(Block 3)，其內之所有住宅物業均為資助出售房屋單位。

於發展項目的最新經批准圖則中標注為第2座(Block 2)之大廈內之所有住宅物業均為年長者居住單位。該大廈之正式名稱尚未公布。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

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

LEGEND OF TERMS AND ABBREVIATIONS USED ON THE FLOOR PLANS
樓面平面圖中所使用名詞及簡稱之圖例

A.D.	= AIR DUCT	= 氣槽
A/C	= AIR-CONDITIONER PLATFORM	= 空調機平台
A/C BOX	= AIR-CONDITIONER BOX	= 空調機箱
ACOUSTIC FIN	= ACOUSTIC FIN	= 隔聲鰭
BAL.	= BALCONY	= 露台
BATH	= BATHROOM	= 浴室
B.R.1	= BEDROOM 1	= 睡房1
B.R.2	= BEDROOM 2	= 睡房2
COMMON FLAT ROOF FOR MAINTENANCE ONLY	= COMMON FLAT ROOF FOR MAINTENANCE ONLY	= 公共平台僅供保養之用
EAD	= EXHAUST AIR DUCT	= 抽氣風喉
EMR	= ELECTRICAL METER ROOM	= 電錶房
ELV	= ELECTRICAL LOW-VOLTAGE ROOM	= 低電壓房
FH	= FIRE HYDRANT	= 消防栓
F.S. LIFT LOBBY	= FIREMAN'S LIFT LOBBY	= 消防員升降機大堂
HR	= HOSE REEL	= 消防喉轆
KIT.	= KITCHEN	= 廚房
LIFT	= LIFT	= 升降機
LIFT LOBBY	= LIFT LOBBY	= 升降機大堂
LIV./ DIN.	= LIVING ROOM/ DINING ROOM	= 客廳/飯廳
M.B.R.	= MASTER BEDROOM	= 主人睡房
M. BATH	= MASTER BATHROOM	= 主人浴室
TELECOM DUCT	= TELECOM DUCT	= 電訊管槽
OPEN KIT.	= OPEN KITCHEN	= 開放式廚房
P.D.	= PIPE DUCT	= 管槽
PIPE WELL 1	= PIPE WELL 1	= 管井1
PIPE WELL 2	= PIPE WELL 2	= 管井2
PIPE WELL 3	= PIPE WELL 3	= 管井3
RS & MRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM	= 垃圾及物料回收室
UTIL.	= UTILITY PLATFORM	= 工作平台
W.M.C.	= WATER METER CABINET	= 水錶櫃
W.M.R.	= WATER METER ROOM	= 水錶房

Notes applicable to the floor plans of this section:

1. There are exposed pipes on the external walls of some of the floors. Such exposed pipes may not be shown on the floor plans.For details, please refer to the latest approved building plans.
2. Exposed common pipes are located at/adjacent to the balcony and/or utility platform and/or external wall of some residential units. For details, please refer to the latest approved building plans and/or approved drainage plans.
3. There are sunken slabs (for installation of drainage facilities of the unit above) and/or ceiling bulkheads for installation of the air-conditioning fittings and/or mechanical & electrical services at some residential units.
4. Balconies and utility platforms are non enclosed areas.
5. The indications of fittings and fitments such as sinks, hobs, toilet bowls, wash basins, bathtubs etc. shown on the floor plans are indications of their approximate locations only and not indications of their actual size, designs and shapes.
6. The dimensions in the floor plans are all structural dimensions in millimetre.

適用於本章節所有平面圖的備註：

1. 部份樓層外牆範圍設有外露喉管，該等外露喉管並不一定於樓面平面圖顯示。詳細資料請參考最新批准的建築圖則。
2. 部份單位的露台及/或工作平台及/或外牆或其鄰近地方設有外露的公用喉管。詳細資料請參考最新批准的建築圖則及/或排水設施圖。
3. 部份住宅單位天花有跌級樓板（用以安裝樓上單位之排水設備）及/或天花假陣內裝置空調裝備及/或其他機電設備。
4. 露台及工作平台為不可封閉的地方。
5. 樓面平面圖所示之裝置及設備如洗滌盤、煮食爐、坐廁、面盆、浴缸等只供展示其大約位置而非展示其實際大小、設計及形狀。
6. 樓面平面圖所顯示之尺寸為以毫米標示之建築結構尺寸。

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

	Tower 座	Floor 樓層	Units 單位													
			A1	A2	A3	A4	A5	A6	A7	A8	A9	B1	B2	B3	B4	B5	B6
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Sierra Terrace 樂嶺軒	4/F 4樓	100, 150, 160, 170, 175	100, 160, 170	100, 150, 170, 200	100, 200	100, 200	100, 150, 160, 170, 175	100, 150, 170, 175	100, 150, 160, 170, 175	100, 150, 160, 170, 175, 200	100, 170, 175, 200	100, 150, 160, 170, 175, 200	100, 150, 170, 175, 200	100, 150, 160, 170, 175, 350	100, 150, 170, 175	100, 150, 160, 170
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor* and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面*與上一層石屎地台面之高度距離)(毫米)			2600, 2950, 3000	2570, 2920, 3000	2600, 2650, 2950, 3000	2600, 3000	2600, 3000	2600, 2950, 3000	2570, 2750, 3000	2600, 2950, 3000	2600, 2950, 3000	2600, 2950, 3000	2600, 2950, 3000	2570, 2920, 3000	2550, 3000	2570, 2750, 3000	2600, 2950, 3000

* The floor surface is formed by mass fill on transfer plate.
地台面由轉換層上之混凝土填充層構成

Notes:

1. The internal areas of the residential properties on the upper floors will be generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floor.
   (Note: This situation and section 10(2)(e) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance are not applicable to the Development)
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to the first page of the section "Floor Plans of Residential Properties in the Phase" for legend for the terms and abbreviations shown on the floor plan.
4. Floor-to-floor height is inclusive of thickness of mass concrete fill on sunken slab.

儲註：

1. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
   (備註：此情況及《一手住宅物業銷售條例》附表1第1部第10(2)(e)條並不適用於發展項目)
2. 樓面平面圖所顯示之尺寸為以毫米標示之建築結構尺寸。
3. 樓面平面圖中顯示之名詞及簡稱之圖例請參閱「期數的住宅物業的樓面平面圖」一節的首頁 。
4. 層與層之間的高度包括跌級樓板上的無鋼筋混凝土填充層之厚度。

Sierra Terrace 4/F Floor Plan
樂嶺軒 4 樓樓面平面圖

Units A1 to A9 and B1 to B6
A1 至 A9 及 B1 至 B6 單位



KEY PLAN 指示圖



Scale
比例： 0 5 10M/米

N

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

	Tower 座	Floor 樓層	Units 單位								
			C1	C2	C3	C4	C5	C6	C7	C8	C9
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Sierra Terrace 樂嶺軒	4/F 4樓	100, 150, 160, 170, 175	100, 150, 160, 170, 175	100, 150, 160, 170, 175	100, 150, 160, 170, 175	100, 150, 160, 175	100, 170	100, 150, 160, 170, 175, 500	100, 150, 160, 170, 175, 500	100, 150, 160, 170, 175
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor* and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面*與上一層石屎地台面之高度距離)(毫米)			2600, 2950, 3000	2600, 2950, 3000	2600, 2950, 3000	2600, 2950, 3000	2570, 2950, 3000	2600, 2700, 3000	2600, 2950, 3000	2570, 2750, 3000	2600, 2950, 3000

* The floor surface is formed by mass fill on transfer plate.
地台面由轉換層上之混凝土填充層構成

Notes:

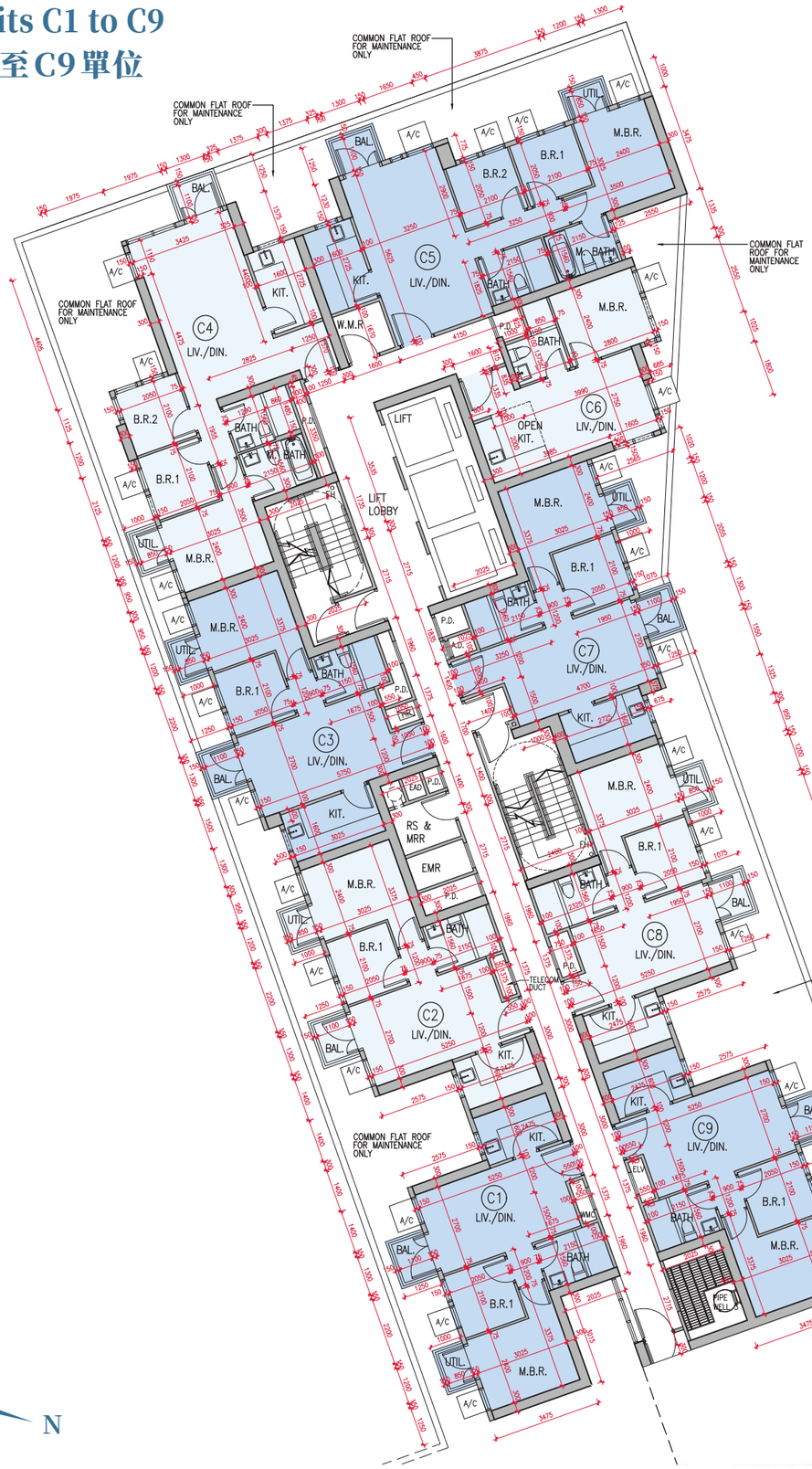
1. The internal areas of the residential properties on the upper floors will be generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floor.
   (Note: This situation and section 10(2)(e) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance are not applicable to the Development)
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to the first page of the section "Floor Plans of Residential Properties in the Phase" for legend for the terms and abbreviations shown on the floor plan.
4. Floor-to-floor height is inclusive of thickness of mass concrete fill on sunken slab.

儲註：

1. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
   (備註：此情況及《一手住宅物業銷售條例》附表1第1部第10(2)(e)條並不適用於發展項目)
2. 樓面平面圖所顯示之尺寸為以毫米標示之建築結構尺寸。
3. 樓面平面圖中顯示之名詞及簡稱之圖例請參閱「期數的住宅物業的樓面平面圖」一節的首頁 。
4. 層與層之間的高度包括跌級樓板上的無鋼筋混凝土填充層之厚度。

Sierra Terrace 4/F Floor Plan
樂嶺軒 4 樓樓面平面圖

Units C1 to C9
C1 至 C9 單位





KEY PLAN 指示圖

Scale
比例: 0 5 10M/米

N

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

	Tower 座	Floor 樓層	Units 單位														
			A1	A2	A3	A4	A5	A6	A7	A8	A9	B1	B2	B3	B4	B5	B6
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Sierra Terrace 樂嶺軒	5/F to 31/F 5樓至31樓	100, 150, 160, 170, 175	100, 160, 170	100, 150, 170, 200	100, 200	100, 200	100, 150, 160, 170, 175	100, 150, 170, 175	100, 150, 160, 170, 175	100, 150, 160, 170, 175, 200	100, 170, 175, 200	100, 150, 160, 170, 175, 200	100, 150, 170, 175, 200	100, 150, 160, 170, 175, 350	100, 150, 170, 175	100, 150, 160, 170
		32/F 32樓	150, 160, 170, 175, 350, 450	150, 160	150, 170, 200, 350	150, 200	150, 200	150, 160, 170, 175, 350	150, 160, 170, 175, 350	150, 160, 170, 175, 350	150, 160, 170, 175, 200, 350	150, 170	150, 170, 175, 200, 350	150, 170, 175, 200, 350	150, 160, 170, 175, 350	150, 160, 170, 175, 350	150, 160, 170, 350
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)		5/F to 31/F 5樓至31樓	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000	3000
		32/F 32樓	3000, 3050, 3200, 3400	3000, 3080, 3430	3000, 3050, 3200, 3350, 3400	3000, 3400	3000, 3400	3000, 3050, 3200, 3400	3000, 3200, 3250, 3430	3000, 3050, 3200, 3400	3000, 3050, 3200, 3400	3000, 3050, 3400	3000, 3050, 3200, 3400	3000, 3080, 3200, 3430	3000, 3200, 3450	3000, 3080, 3200, 3250, 3430	3000, 3200, 3050, 3400

Notes:

1. The internal areas of the residential properties on the upper floors will be generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floor.
   (Note: This situation and section 10(2)(e) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance are not applicable to the Development)
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to the first page of the section "Floor Plans of Residential Properties in the Phase" for legend for the terms and abbreviations shown on the floor plan.
4. Floor-to-floor height is inclusive of thickness of mass concrete fill on sunken slab.

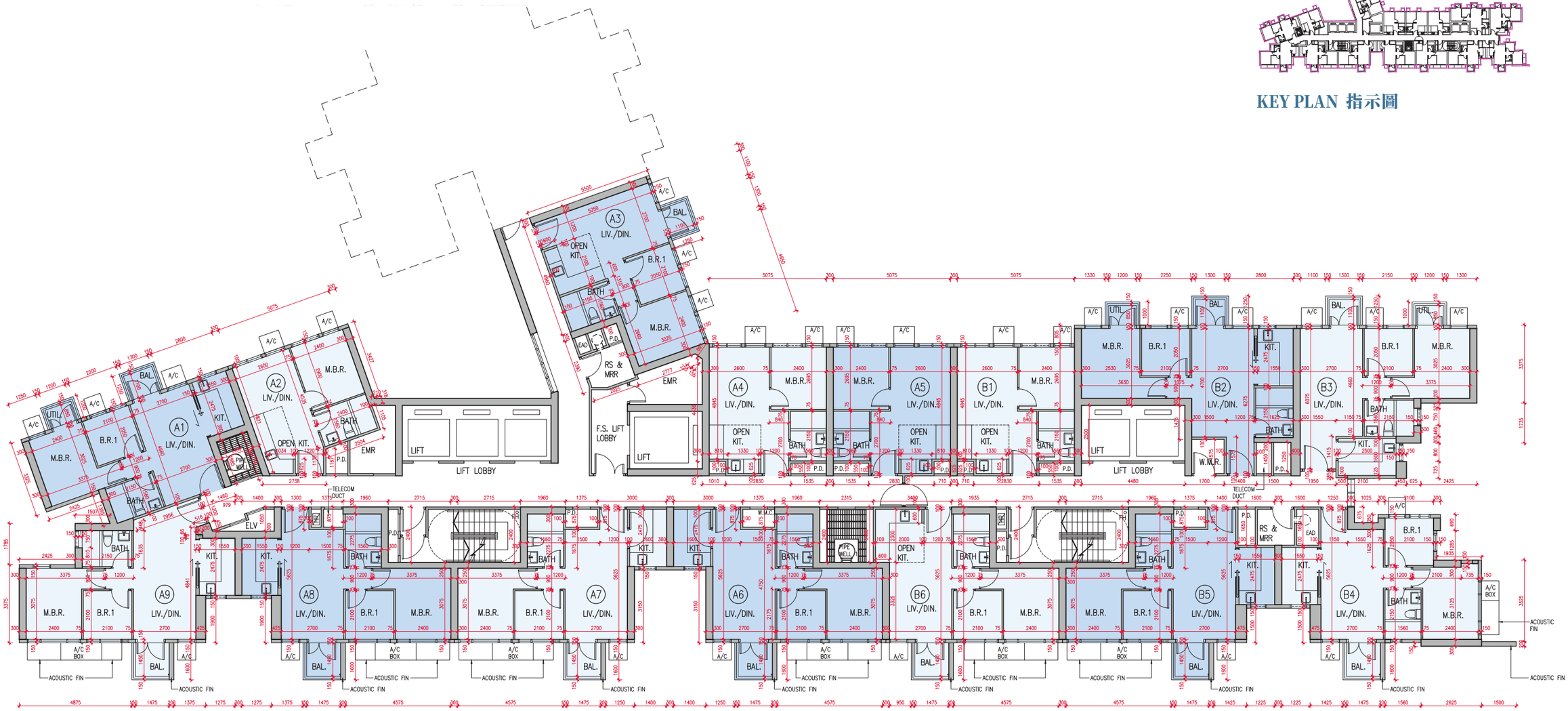
儲註：

1. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
   (備註：此情況及《一手住宅物業銷售條例》附表1第1部第10(2)(e)條並不適用於發展項目)
2. 樓面平面圖所顯示之尺寸為以毫米標示之建築結構尺寸。
3. 樓面平面圖中顯示之名詞及簡稱之圖例請參閱「期數的住宅物業的樓面平面圖」一節的首頁 。
4. 層與層之間的高度包括跌級樓板上的無鋼筋混凝土填充層之厚度。

Sierra Terrace 5/F-32/F Floor Plan | Units A1 to A9 and B1 to B6
樂嶺軒5樓至32樓樓面平面圖 | A1至A9及B1至B6單位



KEY PLAN 指示圖



Scale 比例： 0 5 10M/米

N

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

	Tower 座	Floor 樓層	Units 單位								
			C1	C2	C3	C4	C5	C6	C7	C8	C9
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Sierra Terrace 樂嶺軒	5/F to 31/F 5樓至31樓	100, 150, 160, 170, 175	100, 150, 160, 170, 175	100, 150, 160, 170, 175	100, 150, 160, 170, 175	100, 150, 160, 175	100, 170	100, 150, 160, 170, 175, 500	100, 150, 160, 170, 175, 500	100, 150, 160, 170, 175
		32/F 32樓	150, 160, 170, 175, 350	150, 160, 170, 175, 350	150, 160, 170, 175, 350	150, 160, 170, 175, 350	150, 160, 175, 350	150, 160, 170	150, 160, 175, 350	150, 160, 170, 175, 350	150, 160, 170, 175, 350
The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)		5/F to 31/F 5樓至31樓	3000	3000	3000	3000	3000	3000	3000	3000	3000
		32/F 32樓	3000, 3050, 3200, 3400	3000, 3050, 3200, 3400	3000, 3050, 3200, 3400	3000, 3050, 3200, 3400	3000, 3050, 3200, 3430	3000, 3300, 3400	3000, 3050, 3200, 3400	3000, 3200, 3250, 3430	3000, 3050, 3200, 3400

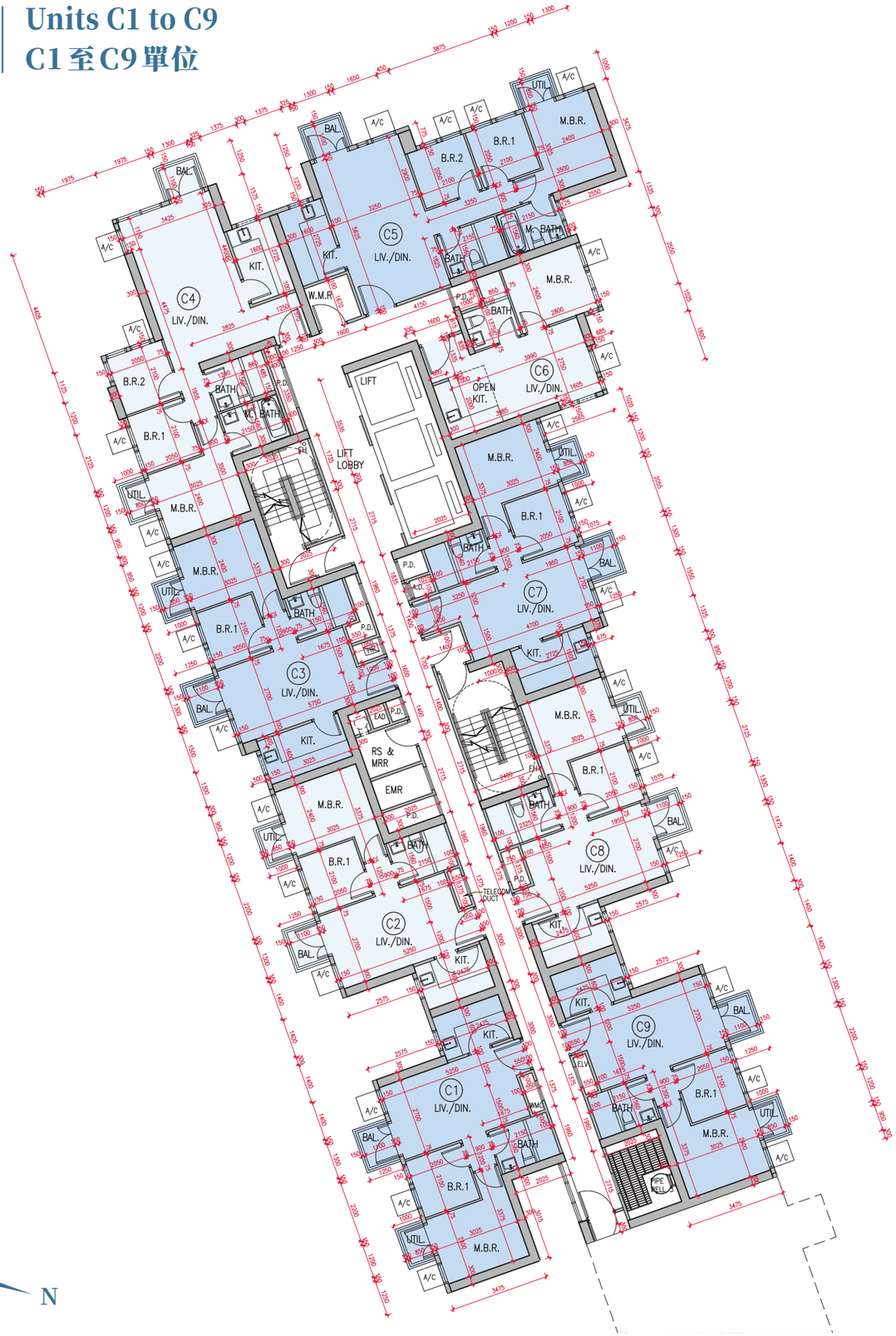
Notes:

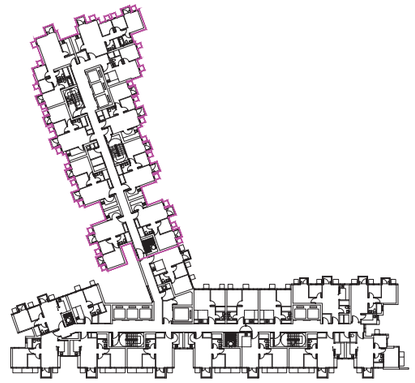
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   (Note: This situation and section 10(2)(e) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance are not applicable to the Development)
2. The dimensions in the floor plans are all structural dimensions in millimetre.
3. Please refer to the first page of the section "Floor Plans of Residential Properties in the Phase" for legend for the terms and abbreviations shown on the floor plan.
4. Floor-to-floor height is inclusive of thickness of mass concrete fill on sunken slab.

儲註：

1. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
   (備註：此情況及《一手住宅物業銷售條例》附表1第1部第10(2)(e)條並不適用於發展項目)
2. 樓面平面圖所顯示之尺寸為以毫米標示之建築結構尺寸。
3. 樓面平面圖中顯示之名詞及簡稱之圖例請參閱「期數的住宅物業的樓面平面圖」一節的首頁 。
4. 層與層之間的高度包括跌級樓板上的無鋼筋混凝土填充層之厚度。

Sierra Terrace 5/F-32/F Floor Plan | Units C1 to C9
樂嶺軒 5 樓至 32 樓樓面平面圖 | C1 至 C9 單位





KEY PLAN 指示圖

Scale
比例: 0 5 10M/米

N

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台,工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Sierra Terrace 樂嶺軒	4/F 4樓	A1	43.021 (463) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		A2	28.375 (305) Balcony 露台 : - Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A3	40.365 (434) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A4	30.008 (323) Balcony 露台 : - Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A5	29.281 (315) Balcony 露台 : - Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A6	44.821 (482) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–

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

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

Notes:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m.
2. There is no verandah in the residential properties in the Phase.

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 期數住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台,工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Sierra Terrace 樂嶺軒	4/F 4樓	A7	44.890 (483) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A8	45.437 (489) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A9	46.821 (504) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		B1	29.656 (319) Balcony 露台 : - Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		B2	46.141 (497) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		B3	46.047 (496) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–

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

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

Notes:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m.
2. There is no verandah in the residential properties in the Phase.

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 期數住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台,工作平台及陽台 (如有) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Sierra Terrace 樂嶺軒	4/F 4樓	B4	44.255 (476) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		B5	44.822 (482) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		B6	42.378 (456) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		C1	44.897 (483) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C2	44.376 (478) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C3	46.078 (496) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–

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

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

Notes:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m.
2. There is no verandah in the residential properties in the Phase.

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 期數住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台,工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Sierra Terrace 樂嶺軒	4/F 4樓	C4	63.774 (686) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C5	60.686 (653) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C6	31.002 (334) Balcony 露台 : - Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		C7	45.985 (495) Balcony 露台 : 1.974 (21) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C8	43.854 (472) Balcony 露台 : 1.974 (21) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C9	44.376 (478) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–

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

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

Notes:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m.
2. There is no verandah in the residential properties in the Phase.

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 期數住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台,工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Sierra Terrace 樂嶺軒	5/F - 32/F 5樓至32樓	A1	43.021 (463) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		A2	28.375 (305) Balcony 露台 : - Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A3	40.365 (434) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A4	30.008 (323) Balcony 露台 : - Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A5	29.281 (315) Balcony 露台 : - Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A6	44.821 (482) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–

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

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

Notes:

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2. There is no verandah in the residential properties in the Phase.

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 期數住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台,工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Sierra Terrace 樂嶺軒	5/F - 32/F 5樓至32樓	A7	44.890 (483) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A8	45.437 (489) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		A9	46.821 (504) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		B1	29.656 (319) Balcony 露台 : - Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		B2	46.141 (497) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		B3	46.047 (496) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–

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

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

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2. There is no verandah in the residential properties in the Phase.

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 期數住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台,工作平台及陽台 (如有) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Sierra Terrace 樂嶺軒	5/F - 32/F 5樓至32樓	B4	44.255 (476) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		B5	44.822 (482) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		B6	42.378 (456) Balcony 露台 : 2.920 (31) Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		C1	44.897 (483) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C2	44.376 (478) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C3	46.078 (496) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–

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

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

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2. There is no verandah in the residential properties in the Phase.

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 期數住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台,工作平台及陽台 (如有) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Sierra Terrace 樂嶺軒	5/F - 32/F 5樓至32樓	C4	63.774 (686) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C5	60.686 (653) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C6	31.002 (334) Balcony 露台 : - Utility Platform 工作平台 : -	–	–	–	–	–	–	–	–	–	–
		C7	45.985 (495) Balcony 露台 : 1.974 (21) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C8	43.854 (472) Balcony 露台 : 1.974 (21) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C9	44.376 (478) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	–	–	–	–	–	–	–	–	–	–

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

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

Notes:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m.
2. There is no verandah in the residential properties in the Phase.

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 期數住宅物業並無陽台。

13 FLOOR PLAN OF PARKING SPACES IN THE PHASE
期數的停車位的樓面平面圖

Not applicable.

不適用。

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE
臨時買賣合約的摘要

1. A preliminary deposit of 5% of the purchase price is payable on the signing of the preliminary agreement for sale and purchase (the preliminary agreement);

2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;

3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement-
   (i) the preliminary agreement is terminated;
   (ii) the preliminary deposit is forfeited; and
   (iii) the owner does not have any further claim against the purchaser for the failure.

1. 在簽署臨時買賣合約（「該臨時合約」）時須支付款額為售價之5%的臨時訂金；

2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身份持有；

3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約－
   (i) 該臨時合約即告終止；
   (ii) 有關的臨時訂金即予沒收；及
   (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

1. Common Parts of the Development

"Common Areas and Facilities" means all areas, systems, equipment, facilities, machinery, fixtures, fittings, Conduits or other matters in the Land:

(a) which are intended for the common use and benefit of different Owners, occupiers, licensees or invitees of the Land or any part thereof;

(b) as will fall within the definition of "common parts" in section 2 of the Ordinance; or

(c) which are from time to time designated by an Owner to be Common Areas and Facilities in accordance under Clause 14.15 of the Deed of Mutual Covenant and Management Agreement ("the DMC").

The expression shall include (subject to the provisions of the DMC) the common parts specified in Schedule 1 to the Ordinance and shall also include those areas of the Development which are (for identification purpose) coloured Orange, Violet, Violet Stippled Black, Violet Hatched Black and Violet Cross-Hatched Black on the Plans. For the avoidance of doubt, the expression shall include the Development Common Areas and Facilities, the SSF Common Areas and Facilities and those parts of the Development as are designated as Common Areas and Facilities in any Sub-Deed of Mutual Covenant (including but not limited to the HS Common Areas and Facilities). To avoid doubt, the expression shall exclude any system, equipment, facility, machinery, fixture, fitting or Conduit which serves only one Unit and also exclude the HS Portion (save for any part thereof which shall have been designated as part of the Common Areas and Facilities in any Sub-Deed of Mutual Covenant).

"Development Common Areas and Facilities" means those Common Areas and Facilities which are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different SSF Units and the HS Portion (whether or not the same are provided or installed also for the common use and benefit of the Owners, occupiers, licensees or invitees of the Government Accommodation as well), and shall include:

(a) those areas of the Development which are (for identification purpose) coloured Orange on the Plans ("Coloured Orange Areas" in this definition);

(b) the internal finishes of the Coloured Orange Areas;

(c) all structural or load bearing elements of the Development (save to the extent forming part of any Unit or the SSF Common Areas and Facilities);

(d) any non-structural or non-load bearing internal partition of the Coloured Orange Areas;

(e) the inner half of any non-structural or non-load bearing elements separating any Coloured Orange Areas from any other area coloured as the SSF Units, the HS Portion or the SSF Common Areas and Facilities;

1. 發展項目之公用部分

「公用地方與設施」指所有在該土地內符合以下情況的區域、系統、設備、設施、機器、固定裝置、裝置、管道或其他事宜：

(a) 該地方與設施為該土地或其任何部分之不同業主、佔用人、被許可人或受邀人共同使用與享用；

(b) 該地方與設施符合建築物管理條例第2條中「公用部分」的定義；或

(c) 該地方與設施由業主不時根據公契及管理協議（「公契」）第14.15條所指定為公用地方與設施。

公用地方與設施一詞包括（受限於公契條款）建築物管理條例第1附表中指明之「公用部分」，及包括發展項目於公契夾附圖則以橙色、紫色、紫色加黑點、紫色加黑斜線及紫色間黑十字線顯示（以資識別）的範圍。為免生疑問，公用地方與設施一詞包括發展項目公用地方與設施、資助出售房屋公用地方與設施，以及任何副公契下指定為公用地方與設施的發展項目的該等部分（包括但不限於房協公用地方與設施）。為免生疑問，公用地方與設施一詞不包括僅服務一個單位之任何系統、設備、設施、機器、固定裝置、裝置或管道，也不包括房協範圍（其由任何副公契所指定為公用地方與設施一部分之任何部分除外）。

「發展項目公用地方與設施」指提供或安裝予不同資助出售房屋單位及房協範圍的業主、佔用人、被許可人或受邀人共同使用與享用之公用地方與設施（不論該地方與設施是否同時提供或安裝予政府樓宇的業主、佔用人、被許可人或受邀人共同使用與享用），包括：

(a) 發展項目於公契夾附圖則以橙色顯示（以資識別）的範圍（在此定義為「橙色範圍」）；

(b) 橙色範圍之室內裝修物料；

(c) 發展項目所有結構性或承重元件（除構成任何單位或資助出售房屋公用地方與設施一部分之範圍外）；

(d) 橙色範圍之任何非結構性或非承重之內部間隔；

(e) 由任何其他在公契夾附圖則上著色為資助出售房屋單位、房協範圍或資助出售房屋公用地方與設施的範圍中分隔任何橙色範圍之任何非結構性或非承重元件之向內一半；

(f) all sanitary appliances, glazing, window panes, window frames, doors, door frames, grilles, louvers and louver frames of any Coloured Orange Areas;

(g) any water-proofing system on the top of the floor slab of any Coloured Orange Areas;

(h) the foundations of the Development;

(i) the Slope and Retaining Structures (if any) within the Land;

(j) the Items, save to the extent forming part of the HS Portion or the SSF Common Areas and Facilities (if any);

(k) the Owners' Committee office;

(l) those parts of the façade, external walls, parapets of the Development (including the glazing, windows, window panes, window frames, louvers, louvers frames, external finishes, signages, claddings and architectural fins and features thereon, if any) which are (for identification purpose) coloured Orange on the elevation plans forming part of the Plans; and

(m) those Common Areas and Facilities (including any systems, equipment, facilities, machinery, fixtures, fittings and Conduits) which:

(i) are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different SSF Units and the HS Portion (whether or not the same are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of the Government Accommodation as well); or

(ii) do not form part of the SSF Common Areas and Facilities or the HS Common Areas and Facilities.

"HS Common Areas and Facilities" means those areas and facilities of the HS Portion to be designated under the subsequent Sub-Deed(s) of Mutual Covenant of the HS Portion (or any part thereof) in accordance with Clause 4.8 and/or Clause 14.15 of the DMC and which serve the Owner(s), occupiers, licensees or invitees of different parts of the HS Portion (whether or not the Owner, tenants, occupiers, licensees or invitees of the Government Accommodation are also benefited).

"SSF Common Areas and Facilities" means those Common Areas and Facilities which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different SSF Units (whether or not the Owner, tenants, occupiers, licensees or invitees of the Government Accommodation are also benefited); and shall include:

(f) 任何橙色範圍之所有衞生設施、玻璃、窗玻璃、窗框、門、門框、欄柵、百葉窗及百葉窗框；

(g) 任何在橙色範圍地台樓板上面之防水系統；

(h) 發展項目之地基；

(i) 該土地內斜坡及護土構築物（如有）；

(j) 物件（除構成房協範圍或資助出售房屋公用地方與設施（如有）一部分之範圍外）；

(k) 業主委員會辦事處；

(l) 發展項目之面牆、外牆、護牆的部分（包括其上之玻璃、窗、窗玻璃、窗框、百葉窗、百葉窗框、室外裝修物料、標誌、面板及裝飾鰭及建築裝飾（如有）），並於公契夾附圖則中之立面圖以橙色顯示（以資識別）；及

(m) 該等公用地方與設施（包括任何系統、設備、設施、機器、固定裝置、裝置及管道）：

(i) 提供或安裝予不同資助出售房屋單位及房協範圍的業主、佔用人、被許可人或受邀人共同使用與享用（不論該地方與設施是否同時提供或安裝予政府樓宇的業主、佔用人、被許可人或受邀人共同使用與享用）；或

(ii) 不構成資助出售房屋公用地方與設施或房協公用地方與設施一部分。

「房協公用地方與設施」指將根據公契第4.8條及/或第14.15條而簽立的房協範圍（或其任何部分）副公契下指定為並服務房協範圍不同部分的業主、佔用人、被許可人或受邀人之房協範圍的地方與設施（不論是否同時惠及政府樓宇的業主、租客、佔用人、被許可人或受邀人）。

「資助出售房屋公用地方與設施」指提供或安裝予不同資助出售房屋單位的業主、佔用人、被許可人或受邀人共同使用與享用之公用地方與設施（不論是否同時惠及政府樓宇的業主、租客、佔用人、被許可人或受邀人），包括：

(a) those areas of the Development which are (for identification purpose) coloured Violet, Violet Stippled Black, Violet Hatched Black and Violet Cross-Hatched Black on the Plans (the "Coloured Violet Areas" in this definition);

(b) the internal finishes of the Coloured Violet Areas;

(c) any non-structural or non-load bearing internal partition of the Coloured Violet Areas;

(d) the inner half of any non-structural or non-load bearing elements separating any Coloured Violet Areas from any other area coloured as the HS Portion or the Development Common Areas and Facilities or any SSF Unit (or of any balcony or utility platform held with and forming part of the SSF Unit);

(e) the façade, external walls, parapets of Sierra Terrace (including the fixed glazing / blank walls and vertical architectural fins forming part of the Noise Mitigation Measures and the external finishes, signages, claddings, architectural fins and features thereon, if any);

(f) the structural and load bearing elements of the Development which only serve or support different SSF Units and/or any Coloured Violet Areas;

(g) the elements (whether structural or load-bearing or not) separating the Coloured Violet Areas from any other area coloured as the Government Accommodation;

(h) any lift in the Development which is in the Coloured Violet Areas and its associate fittings, fixtures, equipment, installations, lift shaft and lift pit;

(i) all sanitary appliances, glazing, window panes, window frames, doors, door frames, louvers and louver frames of any Coloured Violet Areas;

(j) any water-proofing system on the top of the floor slab of any Coloured Violet Areas;

(k) the SSF Recreational Facilities;

(l) those part(s) of the Greenery Area inside Coloured Violet Areas;

(m) the lift lobbies in Sierra Terrace (including the Wider Common Corridors and Lift Lobbies);

(n) the SSF Disabled Parking Space and the SSF Visitors' Parking Spaces and the electric vehicle charging enabling facilities (if any) and the associated installations installed or to be installed for serving such parking spaces exclusively;

(o) the office accommodation for watchmen and caretakers for SSF Units;

(p) the gondola and/or davit arm systems in the Development (including the associated building maintenance units fall arrest system (if any));

(q) all systems, equipment, facilities, machinery, fixtures, fittings and Conduits serving exclusively any Coloured Violet Areas or any or some of the above; and

(r) the Items, save to the extent forming part of the Development Common Areas and Facilities or the HS Portion (if any).

(a) 發展項目於公契夾附圖則以紫色、紫色加黑點、紫色加黑斜線及紫色間黑十字線顯示（以資識別）的範圍（在此定義為「紫色範圍」）；

(b) 紫色範圍之室內裝修物料；

(c) 紫色範圍之任何非結構性或非承重之內部間隔；

(d) 由任何其他著色為房協範圍或發展項目公用地方與設施或任何資助出售房屋單位（或任何與資助出售房屋單位一起持有及構成其一部分之露台或工作平台）的範圍中分隔任何紫色範圍之任何非結構性或非承重元件之向內一半；

(e) 樂嶺軒之面牆、外牆、護牆（包括構成噪音緩解措施一部分之固定玻璃 / 密封牆及垂直裝飾鰭，及其上之室外裝修物料、標誌、面板、裝飾鰭及建築裝飾（如有））；

(f) 僅供或支撐不同資助出售房屋單位及 / 或任何紫色範圍的發展項目之結構性及承重元件；

(g) 由任何其他著色為政府樓宇的範圍中分隔紫色範圍之元件（不論是否結構性或承重）；

(h) 紫色範圍內任何發展項目之升降機及其相關裝置、固定裝置、設備、機械、升降機槽及升降機井底坑；

(i) 任何紫色範圍之所有衞生設施、玻璃、窗玻璃、窗框、門、門框、百葉窗及百葉窗框；

(j) 任何在紫色範圍地台樓板上面之防水系統；

(k) 資助出售房屋康樂設施；

(l) 紫色範圍內之綠化範圍的部分；

(m) 樂嶺軒之升降機大堂（包括加闊的公用走廊及升降機大堂）；

(n) 資助出售房屋傷殘人士停車位及資助出售房屋訪客停車位及專門服務該等停車位的可供電動汽車充電之設施（如有）及已安裝或擬安裝之相關裝置；

(o) 供資助出售房屋單位之保安人員及管理員使用之辦公室；

(p) 發展項目之吊船工作台及 / 或吊臂系統（包括相關之樓宇維修設備的防墜系統（如有））；

(q) 任何專門服務紫色範圍或以上任何或其中項目之所有系統、設備、設施、機器、固定裝置、裝置及管道；及

(r) 物件（構成發展項目公用地方與設施或房協範圍一部分之範圍（如有）除外）。

2. Number of Undivided Shares assigned to each SSF Unit in the Phase

Sierra Terrace

Floor	Unit	No. of Undivided Shares allocated to each SSF Unit
4/F - 32/F (29 storeys)	A1	40 / 101,769
	A2	26 / 101,769
	A3	38 / 101,769
	A4	28 / 101,769
	A5	28 / 101,769
	A6	41 / 101,769
	A7	41 / 101,769
	A8	42 / 101,769
	A9	42 / 101,769
	B1	28 / 101,769
	B2	43 / 101,769
	B3	42 / 101,769
	B4	39 / 101,769
	B5	42 / 101,769
	B6	40 / 101,769
	C1	40 / 101,769
	C2	41 / 101,769
	C3	43 / 101,769
	C4	59 / 101,769
	C5	56 / 101,769
	C6	29 / 101,769
	C7	43 / 101,769
	C8	41 / 101,769
	C9	41 / 101,769

Remark:

The number of Management Shares of a SSF Unit is the same as the number of Undivided Shares allocated to that SSF Unit. However, the total number of Undivided Shares in the Development is different from the total number of Management Shares in the Development. The total number of management shares of all SSF Units in the Development is 27,637. The total number of Management Shares in the Development is 98,472.

2. 分配予期數中各資助出售房屋單位的不分割份數的數目

樂嶺軒

樓層	單位	每個資助出售房屋單位獲分配的不分割份數的數目
4樓至32樓 (29層)	A1	40 / 101,769
	A2	26 / 101,769
	A3	38 / 101,769
	A4	28 / 101,769
	A5	28 / 101,769
	A6	41 / 101,769
	A7	41 / 101,769
	A8	42 / 101,769
	A9	42 / 101,769
	B1	28 / 101,769
	B2	43 / 101,769
	B3	42 / 101,769
	B4	39 / 101,769
	B5	42 / 101,769
	B6	40 / 101,769
	C1	40 / 101,769
	C2	41 / 101,769
	C3	43 / 101,769
	C4	59 / 101,769
	C5	56 / 101,769
	C6	29 / 101,769
	C7	43 / 101,769
	C8	41 / 101,769
	C9	41 / 101,769

備註：

每個資助出售房屋單位之管理份數相等於其獲分配之不分割份數，惟發展項目不分割份數總數與發展項目管理份數總數不同。發展項目所有資助出售房屋單位管理份數總數為27,637，發展項目之管理份數總數為98,472。

3. Term of years for which the Manager of the Development is appointed

Subject to the provisions of the Ordinance, Hong Kong Housing Society as the DMC Manager is appointed as the Manager to undertake the management of the Land and the Development from (and inclusive of) the date of the DMC for an initial term of two (2) years until its appointment terminated in accordance with the provisions of the DMC.

4. Basis on which the Management Expenses are shared among the owners of the SSF Units in the Development

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

(i) the owners of Units shall contribute towards the Development Management Expenses relating to the Development Common Areas and Facilities according to the proportion borne by the number of Management Shares allocated to their Units to the total number of Management Shares allocated to the HS Portion and all SSF Units; and

(ii) the owners of SSF Units shall contribute towards the SSF Management Expenses relating to the SSF Common Areas and Facilities according to the proportion borne by the number of Management Shares allocated to their SSF Units to the total number of Management Shares allocated to all SSF Units.

(b) In the event that the Parking Spaces fall into multi-ownership, subject to the terms of the relevant Sub-Deed(s) of Mutual Covenant, the expenditure relating to those parts of the car park areas designated as HS Common Areas and Facilities in accordance with Clause 4.8(d) of the DMC shall be borne by different Owners in the following manner:

(i) the Owners of SSF Units shall contribute to a proportion of such expenditure which the total gross floor area of all SSF Disabled Parking Space and SSF Visitors' Parking Spaces to the total gross floor area of all Parking Spaces, the SSF Disabled Parking Space, the SSF Visitors' Parking Spaces, the PRH Disabled Parking Space, the Commercial Disabled Parking Space, the Loading and Unloading Spaces, the Public Vehicle Park and the parking space forming part of the self-financing RCHE Accommodation; and

(ii) the Owners of the Parking Spaces and other parts of the HS Portion shall contribute to the remaining proportion of such expenditure in accordance with the provisions in the relevant Sub-Deed(s) of Mutual Covenant.

3. 發展項目的管理人的委任年期

受限於建築物管理條例，香港房屋協會作為公契管理人獲委任為管理人，負責管理該土地及發展項目，首屆任期為公契簽署日期（包括當天）起計兩(2)年，直至其委任權責按公契的條文終止。

4. 在發展項目中的資助出售房屋單位的擁有人之間分擔管理開支的基準

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

(i) 單位業主須按獲分配到其單位之管理份數佔房協範圍和所有資助出售房屋單位之管理份數總數之比例分擔有關發展項目公用地方與設施之發展項目管理開支；及

(ii) 資助出售房屋單位業主須按獲分配到其資助出售房屋單位之管理份數佔所有資助出售房屋單位之管理份數總數之比例分擔有關資助出售房屋公用地方與設施之資助出售房屋管理開支。

(b) 倘若多位業主共同擁有停車位，受限於相關之副公契條款，與按公契第4.8(d)條所指定為房協公用地方與設施的停車場範圍部分之相關開支將由不同業主以以下方式分擔：

(i) 資助出售房屋單位業主須按所有資助出售房屋傷殘人士停車位及資助出售房屋訪客停車位的整體總樓面面積佔所有停車位、資助出售房屋傷殘人士停車位、資助出售房屋訪客停車位、公共租住房屋傷殘人士停車位、商業部分傷殘人士停車位、上落客貨停車位、公眾停車場及構成自負盈虧安老院舍一部分之停車位的整體總樓面面積之比例分擔該等開支；及

(ii) 停車位及房協範圍其他部分之業主須按相關之副公契條文分擔該等開支之餘下比例。

5. Basis on which the Management Fee Deposit is fixed

The amount of Management Fees Deposit is a sum equal to three (3) months' Monthly Management Fees payable for a Unit during the first Financial Year as adjusted from time to time under Clause 10.5(c)(iii) of the DMC.

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

Not applicable.

Notes:

(1) Unless otherwise defined in this sales brochure, capitalized term used in the above shall have the same meanings of such terms in the DMC.

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

5. 計算管理費按金的基準

管理費按金金額相等於每個單位須支付的首年三(3)個月之管理費（可不時按公契第10.5(c)(iii)條調整）。

6. 擁有人（即賣方）在期數中保留作自用的範圍（如有的話）

不適用

註：

(1) 除非本售樓說明書另作定義，以上使用的專有詞語具有公契內該等詞語的相同意義。

(2) 請查閱公契的最新擬稿以了解全部詳情。公契的最新擬稿全文現存於售樓處，於開放時間可供免費查閱，並可在支付所需影印費後取得公契的最新擬稿之複印本。

1. The Phase is situated on Fanling Sheung Shui Town Lot No. 264 ("the lot").

2. The lot is held from the Government under Conditions of Grant No. 22913 dated 8 July 2021 as varied or modified by two Modification Letters dated 18 October 2022 and 16 August 2023 and registered in the Land Registry by Memorials Nos. 22102801530082 and 23082800270203 respectively, and a Letter dated 22 May 2024 and registered in the Land Registry by Memorial No. 24052901620101 (collectively, **"the Land Grant"**) for a term of 50 years from 8 July 2021 and expiring on 7 July 2071.

3. User

Special Condition No. (6)

"(a) The lot or any part or parts thereof or any building or buildings or any part or parts thereof erected or to be erected on the lot shall not be used for any purpose other than for non-industrial purposes (excluding godown, hotel, petrol filling station and residential purposes other than those as permitted in sub-clauses (a)(i) to (a)(v) of this Special Condition):

(i) private residential purposes as Public Rental Housing Units referred to in Special Condition No. (7)(a) hereof;

(ii) private residential purposes as Senior Citizen Residential Units referred to in Special Condition No. (7)(b) hereof together with such ancillary facilities to Senior Citizen Residential Units as may be required or approved in writing by [the Director of Lands (hereinafter referred to as **"the Director"**)] (hereinafter referred to as **"the SEN Ancillary Facilities"**). The determination by the Director as to whether any facilities are ancillary facilities to Senior Citizen Residential Units shall be final and binding on the Grantee;

(iii) private residential purposes as SSF Units referred to in Special Condition No. (7)(c) hereof;

(iv) the purposes of the self-financing RCHE Accommodation referred to in Special Condition No. (10) hereof; and

(v) the purposes of the Government Accommodation referred to in Special Condition No. (11) hereof.

(b) The unit in the Commercial Portion (as defined in Special Condition No. (9)(c)(ii)(V) hereof) shall not be used for any purpose other than for the retail sale of mainly such type or types of goods or the provision of mainly such type or types of services (or both) as may be approved in writing by the Director from time to time at his absolute discretion (including but not limited to imposing conditions requiring payment by the Grantee of any additional premium and administrative fee to be determined by the Director, whose decision shall be final and binding on the Grantee) and that the determination by the Director as to whether particular goods or services fall within the types approved by him; whether any unit in the Commercial Portion is used for the retail sale of mainly such type or

1. 期數位於粉嶺上水市地段第264號(「該地段」)。

2. 該地段乃根據一份日期為2021年7月8日的批地條件第22913號(經兩份日期分別為2022年10月18日及2023年8月16日,並分別在土地註冊處以編號22102801530082及23082800270203登記的批地條款修訂書,以及經一份日期為2024年5月22日及在土地註冊處以編號24052901620101登記的信件修訂及修改)(統稱「**批地文件**」)由政府批授,批租年期為50年,由2021年7月8日起至2071年7月7日止。

3. 用途

特別條款第(6)條

「(a) 該地段或其任何部分或任何在該地段上已建或擬建之一幢或多幢建築物或其任何部分不得用作非工業用途(不包括貨倉、酒店、加油站及除此特別條款第(a)(i)至(a)(v)分條准許之住宅用途以外)以外之任何其他用途:

(i) 用作特別條款第(7)(a)條所指的公共租住房屋單位的私人住宅用途;

(ii) 用作特別條款第(7)(b)條所指的年長者居住單位連同[地政總署署長(下稱「**署長**」)]可書面要求或批准的年長者居住單位之附屬設施(下稱「**年長者居住單位之附屬設施**」)的私人住宅用途。署長就任何設施是否為年長者居住單位之附屬設施的決定為最終決定並對承批人有約束力;

(iii) 用作特別條款第(7)(c)條所指的資助出售房屋單位的私人住宅用途;

(iv) 用作特別條款第(10)條所指的自負盈虧安老院舍用途;及

(v) 用作特別條款第(11)條所指的政府樓宇用途。

(b) 商業部分的單位(根據特別條款第(9)(c)(ii)(V)條定義)不得用作署長以其絕對酌情權可不時書面批准零售一種或多種主要種類貨品及/或提供一種或多種主要種類服務的用途以外任何其他用途(包括但不限於施加條件要求承批人支付由署長決定的任何額外地價及行政費用,署長的決定為最終決定並對承批人有約束力)。署長就貨品是否屬於已獲其批准的種類;就商業部分的任何單位是否用作署長書面批准零售一種或多種主要種類貨品及/或提供一種

types of goods or the provision of mainly such type or types of services (or both) as may be approved in writing by the Director; and what constitutes a unit in the Commercial Portion, shall be final and binding on the Grantee.

(c) (i) All the floors of any building erected or to be erected on the lot above the lowest three floors and any basement level or basement levels (if erected) above the lowest three floors (in the event that there are more than three basement levels), shall not be used for any purpose other than those purposes as permitted in sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) of this Special Condition). For avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this sub-clause (c).

(ii) Any basement level (if erected) of any building erected or to be erected on the lot, whether being one of the lowest three floors or a basement level above the lowest three floors, shall not be used for any purpose other than for non-industrial (excluding godown, hotel, petrol filling station and residential) purposes.

(d) Notwithstanding sub-clause (c) of this Special Condition, any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Conditions Nos. (39) and (40) hereof respectively or the Public Vehicle Park as referred to in Special Condition No. (41) hereof or plant room or refuse collection facility or any combination of them shall not be restricted by the provisions in sub-clause (c) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause (d) shall be final and binding on the Grantee.

(e) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or floors and whether a floor or floors constitutes a basement level or basement levels shall be final and binding on the Grantee."

4. Indemnity by Grantee

General Condition No. 4

"The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of [the Director] (whose opinion shall be final and binding on the Grantee), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Grantee whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof."

或多種主要種類服務的用途；及就何謂商業部分的一個單位之決定為最終決定並對承批人有約束力。

(c) (i) 任何在該地段上已建或擬建之建築物的最低三層之上的所有樓層及最低三層地庫層（多於三層地庫層的情況下）之上任何一層或多層地庫層（如建有）不得用作此特別條款第(a)(i)、(a)(ii)、(a)(iii)、(a)(iv)及(a)(v)分條准許之用途以外任何其他用途。為免生疑問，就此特別條款第(c)分條而言，任何不論大小或樓面面積的地庫層（如建有）均被計算為一樓層。

(ii) 任何在該地段上已建或擬建之建築物的任何地庫層（如建有），不論其為最低三層之一或最低三層之上之地庫層，不得用作非工業用途（不包括貨倉、酒店、加油站及住宅）以外之任何其他用途。

(d) 即使此特別條款第(c)分條另有規定，任何樓層僅用作容納根據特別條款第(39)及(40)條分別提供之停車位與上落客貨停車位、或根據特別條款第(41)條所指的公眾停車場、或機房或垃圾收集設施或以上各項任何組合，均不受此特別條款第(c)分條限制。署長就個別樓層所訂定之用途是否此特別條款第(d)分條准許之用途的決定為最終決定並對承批人有約束力。

(e) 就此特別條款而言，署長就何謂一層或多層樓層及就某一層或多層是否構成一層或多層地庫層的決定為最終決定並對承批人有約束力。」

4. 承批人須彌償

一般條款第4條

「承批人須就任何違反此等條款或[署長]認為（其意見為最終並對承批人有約束力）任何因承批人使用該地段、或任何開發或重建該地段或其部分、或在該地段上進行的任何活動或在該地段上進行的任何其他工程（不論該等使用、開發或重建、活動或工程是否符合或違反此等條款）而引致毗鄰或毗連土地或該地段損壞或土壤及地下水污染，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），承批人須向政府作出彌償及使其獲得彌償。」

5. Maintenance

General Condition No. 6

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

(i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto;

(ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

(b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director."

6. Private Streets, Roads and Lanes

General Condition No. 8

"Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Grantee and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Grantee in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Grantee shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting."

5. 保養

一般條款第6條

「(a) 承批人須於整個批租期內根據此等條款進行建造或重建（本詞指此一般條款第(b)分條所預期的重建工程）：

(i) 依照經批准設計和布局及任何經批准建築圖則並在沒有任何變更或修訂下保養所有建築物；

(ii) 保養所有已建或根據此等條款或任何其後的合約修訂而可能興建的建築物以保持其修繕妥當及良好狀態，並在批租期屆滿或提前終止時以此維修狀態交還該等建築物。

(b) 倘若在批租期內任何時間拆卸該地段或其任何部分的現有建築物，承批人必須以良好堅固而不少於舊有總樓面面積的同類型建築物或以署長批核的類型及價值之建築物替代。倘若在根據上述情況進行拆卸的情況下，承批人須於拆卸後的一個曆月內向署長申請於該地段進行建造工程以作重建之同意書，並在收到該同意書的三個曆月內展開重建的必要工程，並在署長指定的期限內完成以使署長滿意。」

6. 私家街道、道路及巷道

一般條款第8條

「任何按此等條款而須要建造的私家街道、道路及巷道必須設置於署長滿意並由其決定位於批租範圍以內或外的位置。於上述的任何一種情況下，承批人須在署長要求時將其無代價交還予政府。若上述之街道、道路及巷道已交還予政府，政府將為其鋪設表面、建造路緣、排水渠（污水及雨水渠道）、渠道及街燈，有關費用由承批人負擔，而其後的保養將以公帑支付。若該等私家街道、道路及巷道保留於批租的範圍內，承批人須自費安排照明、鋪設表面、建造路緣、排水渠、渠道及保養，以使署長在各方面滿意，而署長亦可以公眾利益為由進行或達致進行街燈裝設及保養。承批人須承擔裝設街燈的建設成本，並准許為裝設及保養街燈的工人及汽車自由進入及離開批租範圍。」

7. Excepted and Reserved Areas

Special Condition No. (3)

"(a) (i) There are excepted and reserved to the Government the land, the airspace and the underground stratum at, on or above the level of 20 metres above the Hong Kong Principal Datum in the area shown coloured pink stippled black on the plan annexed hereto (which land, airspace and underground stratum shall not form part of the lot and shall hereinafter be referred to as **"the Excepted and Reserved Areas"**).

(ii) Without prejudice to Special Condition No. (4) hereof, there is excepted and reserved to the Government (as owner of the Excepted and Reserved Areas), its officers, contractors, agents, lessees, tenants, licensees and those authorized by them the exclusive right and liberty, free of any costs or charges, to use the Excepted and Reserved Areas in such manner as it considers appropriate including, without limitation, to construct, operate and maintain within the Excepted and Reserved Areas portion of the future public road connecting Yan Shing Lane and Wah Ming Road (hereinafter referred to as **"the Future Public Road"**) together with any supporting structures and connections at such position, in such manner, with such materials and to such standards, levels, alignment and design as it sees fit, and the Excepted and Reserved Areas and the Future Public Road when constructed may be used by such person or persons, by such vehicles, at such times and in such manner as the Government may see fit.

(b) The Grantee shall satisfy himself as to the possible positions, levels and extent of the Future Public Road and its supporting structures and connections constructed or to be constructed within the Excepted and Reserved Areas and shall not make any claim against the Government or any of its officers, contractors, agents, lessees, tenants, licensees or those authorized by them for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the lot or to the Grantee caused by or arising out of the use, construction, maintenance, presence or operation of the Future Public Road.

(c) The Grantee shall not interfere in any way with the use, construction, maintenance and operation of the Future Public Road.

(d) The Grantee shall at his own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used) repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Future Public Road.

(e) The Grantee shall permit the Government, its officers, contractors, agents, lessees, tenants, licensees and those authorized by them (i) the right of ingress, egress and regress to, from and through the lot and any building or buildings

7. 保留及預留範圍

特別條款第(3)條

「(a) (i) 位於在此夾附的圖則上以粉紅色加黑點顯示之粉紅色加黑點範圍內於香港主水平基準20米或其之上或以上之土地、空間及地底內層將保留及預留予政府（該土地、空間及地底內層不構成該地段的一部分，下稱「**保留及預留範圍**」）。

(ii) 在無損特別條款第(4)條為前提下，政府（作為保留及預留範圍之擁有人）、其人員、承辦商、代理人、承租人、租客、被許可人及其他獲以上人士授權之人士在毋須成本或費用下獲保留及預留專有權及自由，以政府認為恰當的方式使用保留及預留範圍，包括但不限於在保留及預留範圍內以政府認為合適之位置、方式、物料、標準、高度、定線和設計興建、運作及保養連接欣盛里與華明路之未來公共道路部分（下稱「**未來公共道路**」）連同任何支撐構築物及接駁位。在保留及預留範圍和未來公共道路興建後，可讓政府認為合適之人士及汽車以政府認為合適之時間及方式使用。

(b) 承批人須自行確認已建或擬建於保留及預留範圍內之未來公共道路及其支撐構築物及接駁位的可能位置、水平高度及範圍，而承批人亦不得就未來公共道路之使用、興建、保養、存在或運作所引致或引起而對該地段或承批人造成或蒙受任何種類的損壞、滋擾、煩擾、損失或損害，向政府或其任何人員、承辦商、代理人、承租人、租客、被許可人或獲以上人士授權之人士提出任何索償。

(c) 承批人不得以任何方式干擾未來公共道路之使用、興建、保養及運作。

(d) 承批人須自費符合建築事務監督、消防處處長及所有其他相關政府及法定部門對建築（包括所用物料）、維修及保養與未來公共道路連接或鄰近之建築物的任何部分有關之要求。

(e) 承批人須在所有時間准許政府、其人員、承辦商、代理人、承租人、租客、被許可人及獲以上人士授權之人士(i)不論是否備有工具、汽車、機械、機器或設備有權進入、離開及再進入該地段及任何在其上已建或擬建的建築物進

erected or to be erected thereon at all times with or without tools, vehicles, plant, machinery or equipment to carry out any works in relation to the Excepted and Reserved Areas and works for the purposes of any construction, survey, inspection, examination, maintenance, improvement or development in connection with the Future Public Road and the structures and installations supporting or connecting to the Future Public Road; and (ii) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Excepted and Reserved Areas or any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any building, structures and erections thereon or any part or parts thereof. The Government, its officers, contractors, agents, lessees, tenants, licensees and those authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause and no claim or objection shall be made against him or them by the Grantee.

(f) The Grantee shall have no right, title, ownership, possession or use of the Excepted and Reserved Areas save and except as provided for in these Conditions and no building or structure or support for any building or structure unless otherwise provided for in these Conditions shall be erected or constructed by the Grantee within the Excepted and Reserved Areas except with the prior written approval of the Director who may decline or give approval subject to such terms and conditions as he may in his sole discretion decide.

(g) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of (i) the title, rights or interest excepted or reserved by sub-clause (a) of this Special Condition on the Excepted and Reserved Areas; (ii) any matter in, relating to or arising out of the Excepted and Reserved Areas irrespective of the Government's right, title, ownership, possession or use of the same; or (iii) any liabilities, losses, damages, nuisance, disturbance, annoyance, claims, costs, expenses, charges, actions, demands and proceedings of whatsoever nature howsoever caused arising directly or indirectly out of or as a consequence of the use of the Excepted and Reserved Areas whether as a public road or otherwise."

Special Condition No. (4)

"(a) The Grantee shall:

(i) on or before the 31st day of March, 2027 (or such other date as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director lay and form the Excepted and Reserved Areas;

行與保留及預留範圍有關之任何工程，及任何與興建、測量、視察、檢視、保養、改善或發展與未來公共道路及支撐或接駁未來公共道路之構築物及裝置有關之工程；及(ii)有權利用任何沿、通過該地段或任何在其上的建築物、構築物及搭建物或其任何部分的、或在其上面、上、下或內已鋪設或擬鋪設的溝渠、水管、電線、電纜、污水渠、排水渠、管道、煙道、導管及水道及其他傳導媒介，以供氣體、電力、水、排水或其他污水、空氣、電話線及其他服務設施流通來往保留及預留範圍或其任何部分。政府、其人員、承辦商、代理人、承租人、租客、被許可人及獲以上人士授權之人士毋須就因行使根據此分條授予之權力所引起或引致而對承批人造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，且承批人亦不得向其索償或提出反對。

(f) 除此等條款另有訂明外，承批人對保留及預留範圍並無權利、業權、擁有權、佔用權或使用權。除非此等條款另有訂明，未得署長事先書面批准，承批人不得在保留及預留範圍內搭建或興建任何建築物或構築物或任何建築物或構築物的支撐物，而署長可拒絕或批准並在給予批准時施加以其獨有酌情權決定的條款及條件。

(g) 承批人或任何其他人士不得(i)就此特別條款第(a)分條於保留及預留範圍所保留及預留之業權、權利或利益；(ii)就不論政府於保留及預留範圍之權利、業權、擁有權、佔用權或使用權，在保留及預留範圍內、有關或所引起之任何事宜；或(iii)就無論保留及預留範圍用作未來公共道路或其他用途，而不論直接或間接所引起或導致的任何責任、損失、損害賠償、滋擾、侵擾、煩擾、索償、費用、開支、支出、訴訟、要求及法律程序(不論任何形式及如何引致)根據任何法例或其他原因向政府提出任何反對或索償。」

特別條款第(4)條

「(a) 承批人須：

(i) 於2027年3月31日或其他署長可能批准的日期或之前自費並按署長批准的方式、物料、標準、水平高度、定線和設計並使署長在各方面滿意下鋪設及平整保留及預留範圍；

(ii) on or before the 31st day of March, 2027 (or such other date as may be approved by the Director), at his own expense and to the satisfaction of the Director, landscape, surface, kerb and channel the Excepted and Reserved Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Excepted and Reserved Areas and all landscaping features, structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the whole of the Excepted and Reserved Areas has been re-delivered in accordance with sub-clause (d) of this Special Condition.

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

(c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(d) For the purpose only of carrying out the works and maintenance specified in sub-clause (a) of this Special Condition, the Grantee shall on the date of this Agreement be granted possession of the Excepted and Reserved Areas. The Excepted and Reserved Areas (or any part or parts thereof as the Director shall at his sole discretion specify or require) shall be re-delivered to the Government on demand at any time or times and in any event not earlier than the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

(e) The Grantee shall not without the prior written consent of the Director use the Excepted and Reserved Areas or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works and maintenance specified in sub-clause (a) of this Special Condition.

(ii) 於2027年3月31日或其他署長可能批准的日期或之前自費在保留及預留範圍美化園景、鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、街燈、交通標誌、街道設施及路面標記，以使署長滿意；及

(iii) 自費保養保留及預留範圍及在其上或其內建造、安裝及提供的所有美化園景裝飾、構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至整幅保留及預留範圍的管有權根據此特別條款第(d)分條交還為止。

(b) 倘若承批人未能完成此特別條款第(a)分條之責任，政府可以進行所須工程及保養，費用由承批人承擔，承批人須按要求向政府支付有關費用，該金額由署長決定並為最終決定及對承批人有約束力。

(c) 政府毋須就因承批人完成於此特別條款第(a)分條的責任或政府行使其於此特別條款第(b)分條的權力或其他原因所引起或引致而對承批人或任何其他人士造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。

(d) 僅為了進行此特別條款第(a)分條指明的所需工程及保養，保留及預留範圍的管有權在本協議日期當日授予承批人。保留及預留範圍（或署長以其獨有酌情權指明或要求之任何部分）須在任何時間於要求時交還予政府，並在任何情況下於署長發信表明此等條款已獲符合並使其滿意之日視為已交還予政府。

(e) 未得署長事先書面同意，承批人不得使用保留及預留範圍作儲存用途或作搭建任何臨時構築物或作任何進行此特別條款第(a)分條指明之工程及保養以外之任何用途。

(f) The Grantee shall at all reasonable times while he is in possession of the Excepted and Reserved Areas:

(i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of free ingress, egress and regress to, from and through the lot and the Excepted and Reserved Areas for the purposes of inspecting, checking and supervising any works or maintenance to be carried out in compliance with sub-clause (a) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (b) of this Special Condition or any other works which the Director may consider necessary in the Excepted and Reserved Areas.

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Excepted and Reserved Areas as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Excepted and Reserved Areas or any adjoining land including but not limited to the laying and subsequent maintenance of all gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Excepted and Reserved Areas; and

(iii) permit the officers of the Water Authority and the Drainage Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Excepted and Reserved Areas as the officers of the Water Authority and the Drainage Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Excepted and Reserved Areas.

(g) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (f) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (f) of this Special Condition.

(f) 承批人須在其管有保留及預留範圍期間的所有合理時間內：

(i) 准許政府、署長及其人員、承辦商及代理人及任何獲署長授權之人士有權進入、離開及再進入該地段和保留及預留範圍，以視察、檢查及監督任何為遵從此特別條款第(a)分條而進行的工程或保養，及進行、視察、檢查及監督此特別條款第(b)分條下的工程或任何其他在保留及預留範圍內署長認為需要的工程；

(ii) 准許政府及政府授權的相關公用事業公司有權依政府或相關公用事業公司所要求進入、離開及再進入該地段和保留及預留範圍，以於保留及預留範圍或任何毗連土地之內、上或下進行任何工程，包括但並不限於安放及其後保養所有為擬向該地段或其毗連或毗鄰土地或處所提供電話、電力、氣體（如有者）及其他服務所必須的溝渠、水管、電線、電纜、污水渠、排水渠、管道、煙道、導管及水道及其他傳導媒介及附屬裝置器，承批人須於上述於保留及預留範圍內進行的工程有關的所有事宜與政府及政府正式授權的相關公用事業公司充分合作；及

(iii) 准許水務監督及排水事務監督的人員、及其他獲其授權之人士有權依水務監督及排水事務監督的人員或該等授權之人士所要求進入、離開及再進入該地段和保留及預留範圍，以於保留及預留範圍進行有關運作、保養、維修、替代及更改任何其他水務裝設的工程。

(g) 政府、署長及其人員、承辦商及代理人及任何根據此特別條款第(f)分條獲正式授權之人士或公用事業公司毋須就因政府、署長及其人員、承辦商及代理人及任何根據此特別條款第(f)分條獲正式授權之人士或公用事業公司行使權力所引起或引致而對承批人或任何人士造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任。

(h) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with any works, management or maintenance of the Excepted and Reserved Areas or any part or parts thereof under sub-clause (a) of this Special Condition or otherwise."

8. Building Covenant

Special Condition No. (5)

"The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of March, 2027."

9. Public Rental Housing Units

Special Condition No. (7)(a)

"(a) Subject always to Special Condition No. (31) hereof:

The residential units in the building or buildings erected or to be erected on the lot or any part thereof for the purposes referred to in Special Condition No. (6)(a)(i) hereof, shall not be used for any purpose other than for public rental housing units in accordance with this Agreement and to be underlet to persons within the designated categories of persons selected by the Grantee in accordance with the eligibility criteria as determined by the Grantee from time to time for the allocation of rental accommodation in public rental housing estates in Hong Kong (such residential units are hereinafter individually referred to as **"Public Rental Housing Unit"** and collectively referred to as **"Public Rental Housing Units"**, and those persons who are selected as eligible tenants by the Grantee for the Public Rental Housing Units are hereinafter referred to as **"Eligible Tenants"**) and upon such terms and conditions and for such consideration as shall be determined by the Grantee provided that the Secretary for Development shall be the authority in determining the eligibility criteria of persons for selection by the Grantee under this sub-clause of this Special Condition during the period from the date of this Agreement up to the expiry of the first five years from the date of a temporary occupation permit or an occupation permit (whichever is the earlier) issued by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or buildings erected or to be erected on the lot for the purposes referred to in Special Condition No. (6)(a)(i) hereof, or such other period as may be determined by the Secretary for Development in his sole and absolute discretion."

(h) 就承批人、其受僱人、工人及承辦商於保留及預留範圍或其任何部分之工程、管理或保養有關的任何作為或不作為或其他原因，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），承批人須向政府作出彌償及使其獲得彌償。」

8. 建築契諾

特別條款第(5)條

「承批人須在該地段上興建一幢或多幢建築物以發展該地段，並須在各方面符合此等條款及現時及任何時候在香港生效並有關建築、衞生及規劃的一切條例、附例及規例。該等一幢或多幢建築物須於2027年3月31日或之前完成及可供佔用。」

9. 公共租住房屋單位

特別條款第(7)(a)條

「(a) 隨時受限於特別條款第(31)條：

特別條款第(6)(a)(i)條所指於該地段或其任何部分上已建或擬建之一幢或多幢建築物內之住宅單位不得用作根據本協議及出租予依承批人為分配香港公共出租屋邨的出租住所而不時決定之申請資格而從指定類別人士中篩選出之人士之公共租住房屋單位以外之任何其他用途（該個別住宅單位下稱「**公共租住房屋單位**」及該等多個住宅單位下統稱「**公共租住房屋單位**」，該等被承批人篩選出的公共租住房屋單位之合資格租戶下稱「**合資格租戶**」），出租條款、條件及租金將由承批人決定。惟由本協議之日期至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出涵蓋特別條款第(6)(a)(i)條所指於該地段上已建或擬建的一幢或多幢建築物之臨時佔用許可證或佔用許可證的日期（以較早者為準）起計首五年屆滿前之期間（或其他發展局局長以其獨有及絕對酌情權決定之期間），發展局局長為決定承批人根據此特別條款分條篩選合資格租戶的條件之部門。」

10. Senior Citizen Residential Units

Special Condition No. (7)(b)

"(b) Subject always to Special Condition No. (31) hereof:

(i) the residential units in the building or buildings erected or to be erected on the lot or any part thereof for the purposes referred to in Special Condition No. (6)(a)(ii) hereof shall not be used for any purpose other than for senior citizen residential units in accordance with this Agreement and to be underlet to persons within the designated categories of elderly persons selected by the Grantee in accordance with the application procedures and eligibility criteria approved from time to time by the Secretary for Transport and Housing and upon such terms and conditions and for such consideration as may be determined from time to time by the Secretary for Transport and Housing (such residential units are hereinafter individually referred to as **"Senior Citizen Residential Unit"** and collectively referred to as **"Senior Citizen Residential Units"**; such persons so selected by the Grantee are hereinafter collectively referred to as **"Selected Tenants"**). At the initial intake of the Senior Citizen Residential Units which the time for initial intake of the Senior Citizen Residential Units would be determined by the Secretary for Development in his sole and absolute discretion, priority shall be given to those Selected Tenants to be determined by the Secretary for Development at his absolute discretion. For the purpose of these Conditions, what constitutes "initial intake" shall be subject to the determination of the Secretary for Development at his absolute discretion, whose determination shall be final and binding on the Grantee;

(ii) provided that notwithstanding sub-clause (b)(i) of this Special Condition, the Grantee may allow such other persons permitted by the Grantee in accordance with the application procedures and eligibility criteria approved by the Secretary for Transport and Housing to use, occupy and enjoy the Senior Citizen Residential Units together with the Selected Tenants. For the avoidance of doubt, such other persons permitted to use, occupy and enjoy the Senior Citizen Residential Units under this sub-clause (b)(ii) shall not have any interest (whether as tenant or otherwise) or right or claim whatsoever in the lot or in the Senior Citizen Residential Units;"

11. Subsidized Sale Flat Units

Special Condition No. (7)(c)-(d)

"(c) Subject always to Special Conditions Nos. (31) and (32) hereof, the residential units in the building or buildings erected or to be erected on the lot or any part thereof for the purposes referred to in Special Condition No. (6)(a)(iii) hereof shall not be used for any purpose other than for subsidized sale flat units in accordance with this Agreement and to be assigned to persons within those

10. 年長者居住單位

特別條款第(7)(b)條

「(b) 隨時受限於特別條款第(31)條：

(i) 特別條款第(6)(a)(ii)條所指於該地段或其任何部分上已建或擬建之一幢或多幢建築物內之住宅單位不得用作根據本協議及出租予由承批人依運輸及房屋局局長不時批准之申請步驟及申請資格而從指定類別年長者中篩選出之人士之年長者居住單位以外之任何其他用途（該個別住宅單位下稱「**年長者居住單位**」及該多個住宅單位下統稱「**年長者居住單位**」，該等由承批人為此篩選出之人士下統稱「**中選租戶**」），出租條款、條件及租金將由運輸及房屋局局長不時決定。年長者居住單位之首輪取錄申請時間由發展局局長以其獨有及絕對酌情權決定，發展局局長可以其絕對酌情權決定給予哪些中選租戶優先權。就此等條款而言，何謂「首輪取錄申請」由發展局局長以其絕對酌情權決定，其決定為最終決定並對承批人有約束力；

(ii) 若即使此特別條款第(b)(i)分條另有規定，承批人可容許獲承批人依運輸及房屋局局長批准之申請步驟及申請資格准許的其他人士連同中選租戶使用、佔用及享用年長者居住單位。為免生疑問，該等根據此特別條款第(b)(ii)分條獲承批人准許使用、佔用及享用年長者居住單位之其他人士，對該地段或年長者居住單位沒有任何利益（不論作為租戶或其他身份）、權利或索償權；」

11. 資助出售房屋單位

特別條款第(7)(c)至(d)條

「(c) 隨時受限於特別條款第(31)及(32)條，特別條款第(6)(a)(iii)條所指於該地段或其任何部分上已建或擬建之一幢或多幢建築物內之住宅單位不得用作根據本協議及轉讓予承批人依此特別條款第(d)分條所指的批核部門不時決定之申請資格而從指定類別買家中篩選出之人士之資助出售房屋單位用途以外之任何

designated categories of purchasers selected by the Grantee in accordance with the eligibility criteria as determined from time to time by the Approving Authority as referred to in sub-clause (d) of this Special Condition (such subsidized sale flat units are hereinafter individually referred to as **"SSF Unit"** and collectively referred to as **"SSF Units"**, and those persons who are selected by the Grantee for the purchase of the SSF Units are hereinafter referred to as **"Selected Persons"**) provided that the Grantee (but not his assigns) shall not assign the SSF Units to any person other than the Selected Persons.

(d) For the purposes of these Conditions, the expression **"the Approving Authority"** means:

(i) the Secretary for Development or any person or statutory body authorized by him at his sole and absolute discretion during the period from the date of this Agreement up to the expiry of five years from the date of a temporary occupation permit or an occupation permit (whichever is the earlier) issued by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or buildings erected or to be erected on the lot for the purposes referred to in Special Condition No. (6)(a)(iii) hereof or such other period as may be determined by the Secretary for Development at his sole and absolute discretion; and

(ii) the Secretary for Transport and Housing after the expiry of the period stipulated in sub-clause (d)(i) of this Special Condition and for the residual of the term of years hereby agreed to be granted."

12. Preservation of Trees

Special Condition No. (8)

"No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate."

13. Development Conditions

Special Condition No. (9)(a)-(c)

"Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6 hereof) of the lot or any part thereof:

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

其他用途（該個別資助出售房屋單位下稱「**資助出售房屋單位**」及該多個資助出售房屋單位下統稱「**資助出售房屋單位**」，該等由承批人篩選出之購買資助出售房屋單位人士下稱「**中選人士**」），惟承批人（但不是其受讓人）不得轉讓資助出售房屋單位予中選人士以外之任何其他人士。

(d) 就此等條款而言，「**批核部門**」一詞指：

(i) 發展局局長或獲其以獨有及絕對酌情權授權之任何人士或法定機構（由本協議之日期至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出涵蓋特別條款第(6)(a)(iii)條所指於該地段上已建或擬建之一幢或多幢建築物之臨時佔用許可證或佔用許可證之日期（以較早者為準）起計首五年屆滿前之期間，或其他發展局局長以其獨有及絕對酌情權決定的期限）；及

(ii) 運輸及房屋局局長（於特別條款第(d)(i)分條規定之期限屆滿後及此協定的批租期之餘下年期內）。」

12. 樹木保育

特別條款第(8)條

「未得署長事先書面同意，概不可移除或干預任何現於該地段或毗鄰土地生長的樹木，而署長可於給予同意時施加其視為恰當的移植、補償園景工程或再植條件。」

13. 發展條款

特別條款第(9)(a)至(c)條

「受限於此等條款，在開發或重建（該詞僅指一般條款第6條下的重建）該地段或其任何部分時：

(a) 任何於該地段上已建或擬建之一幢或多幢建築物均須在各方面符合《建築物條例》、其任何附屬規例及任何修訂法例；

(b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation.

(c) (i) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 53,397 square metres and shall not exceed 88,994 square metres;

(ii) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition,

(I) the total gross floor area of any building or buildings or a part or parts thereof erected or to be erected on the lot designed and intended to be used for the purposes referred to in Special Condition No. (6)(a)(i) hereof shall not be less than 12,602 square metres and shall not exceed 21,002 square metres;

(II) the total gross floor area of any building or buildings or a part or parts thereof erected or to be erected on the lot designed and intended to be used for the purposes referred to in Special Condition No. (6)(a)(ii) hereof shall not be less than 7,040 square metres and shall not exceed 11,733 square metres;

(III) the total gross floor area of any building or buildings or a part or parts thereof erected or to be erected on the lot designed and intended to be used for the purposes referred to in Special Condition No. (6)(a)(iii) hereof shall not be less than 21,752 square metres and shall not exceed 36,253 square metres;

(IV) the total gross floor area of any building or buildings or a part or parts thereof erected or to be erected on the lot designed and intended to be used for the purposes referred to in Special Condition No. (6)(a)(iv) hereof shall not exceed 2,050 square metres. For the purpose of calculating the total gross floor area stipulated in this sub-clause (c)(ii)(IV), any gross floor area of the self-financing RCHE Parking Space as referred to in Special Condition No. (39)(m) hereof shall be excluded;

(V) the total gross floor area of any building or buildings or a part or parts thereof erected or to be erected on the lot designed and intended to be used for non-industrial (excluding godown, hotel, petrol filling station and residential) purposes shall not exceed 6,500 square metres or such other total gross floor area as may be approved in writing by the Director at his absolute discretion from time to time and on such

(b) 不得在該地段或其任何部分或在任何此等條款指明而在該地段範圍外的地方興建任何未能在各方面完全符合《城市規劃條例》、其任何附屬規例及任何修訂法例之一幢或多幢建築物，亦不得以未能在各方面完全符合《城市規劃條例》、其任何附屬規例及任何修訂法例的方式開發或使用該地段或其任何部分或在任何此等條款指明而在該地段範圍外的地方；

(c) (i) 任何在該地段上已建或擬建之一幢或多幢建築物的整體總樓面面積須不少於53,397平方米及不多於88,994平方米；

(ii) 在此特別條款第(c)(i)分條上規定的整體總樓面面積中：

(I) 任何在該地段上已建或擬建並設計及擬作特別條款第(6)(a)(i)條所指之用途的一幢或多幢建築物或其部分的整體總樓面面積須不少於12,602平方米及不多於21,002平方米；

(II) 任何在該地段上已建或擬建並設計及擬作特別條款第(6)(a)(ii)條所指之用途的一幢或多幢建築物或其部分的整體總樓面面積須不少於7,040平方米及不多於11,733平方米；

(III) 任何在該地段上已建或擬建並設計及擬作特別條款第(6)(a)(iii)條所指之用途的一幢或多幢建築物或其部分的整體總樓面面積須不少於21,752平方米及不多於36,253平方米；

(IV) 任何在該地段上已建或擬建並設計及擬作特別條款第(6)(a)(iv)條所指之用途的一幢或多幢建築物或其部分的整體總樓面面積須不多於2,050平方米。就計算此特別條款第(c)(ii)(IV)分條中規定的整體總樓面面積而言，不計入特別條款第(39)(m)條所指的自負盈虧安老院停車位之任何樓面面積；

(V) 任何在該地段上已建或擬建並設計及擬作非工業用途（不包括貨倉、酒店、加油站及住宅）的一幢或多幢建築物或其部分的整體總樓面面積須不多於6,500平方米，或於署長絕對酌情認為合適之條款及條件下署長不時以其絕對酌情權書面批准的其他整體總樓面面積（包括但不限於施加條款要求承批人支付由署長決定的任何附

terms and conditions as the Director shall see fit in his absolute discretion (including but not limited to imposing conditions requiring payment by the Grantee of any additional premium and administrative fee to be determined by the Director, whose decision shall be final and binding on the Grantee). For the purpose of calculating the total gross floor area stipulated in this sub-clause (c)(ii)(V), any gross floor area of the self-financing RCHE Accommodation as referred to in Special Condition No. (10) hereof, the Government Accommodation as referred to in Special Condition No. (11) hereof, the loading and unloading spaces as referred to in Special Condition No. (40) hereof and the Public Vehicle Park as referred to in Special Condition No. (41) hereof shall be excluded. For the purpose of these Conditions, the said building or buildings or a part or parts thereof excluding the self-financing RCHE Accommodation, the Government Accommodation, the loading and unloading spaces and the Public Vehicle Park mentioned in this sub-clause (c)(ii)(V) shall be referred to as **"the Commercial Portion"**;"

加地價及行政費用，署長的決定為最終決定並對承批人有約束力）。就計算此特別條款第(c)(ii)(V)分條中規定的整體總樓面面積而言，不計入特別條款第(10)條所指的自負盈虧安老院舍、特別條款第(11)條所指的政府樓宇、特別條款第(40)條所指的上落客貨停車位及特別條款第(41)條所指的公眾停車場之任何樓面面積。就此等條款而言，該等建築物或其部分（不包括此特別條款第(c)(ii)(V)分條提及的自負盈虧安老院舍、政府樓宇、上落客貨停車位及公眾停車場）稱為「**商業部分**」；」

14. Greenery Area

Special Condition No. (9)(e)

"Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6 hereof) of the lot or any part thereof:

(e) (i) the Grantee shall at his own expense submit to [the Director of Buildings (hereinafter referred to as **"the D of B"**)] for his written approval a plan indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as **"the Greenery Area"**), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as **"the Greenery Submission"**). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Grantee. The aforesaid submission as approved by the D of B is hereinafter referred to as **"the Approved Greenery Submission"**). For the purpose of these Conditions, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation;

14. 綠化範圍

特別條款第(9)(e)條

「受限於此等條款，在開發或重建（該詞僅指一般條款第6條下的重建）該地段或其任何部分時：

(e) (i) 承批人須自費向[屋宇署署長（下稱「**屋宇署署長**」)]提交圖則以供其書面批准，該圖則標明在該地段或其上已建或擬建的一幢或多幢建築物之上或內提供及維持綠化（包括但不限於提供於泥土生長的活植物）之部分（下稱「**綠化範圍**」）、綠化範圍之布局與大小及屋宇署署長所要求或行使其獨有酌情權訂明的其他資料（包括但不限於綠化範圍之建築工程的位置及詳情）（該建議書連同圖則下稱「**綠化建議書**」）。屋宇署署長就綠化建議書中何謂提供綠化及在該地段或建築物的哪些部分為綠化範圍的決定為最終決定並對承批人有約束力。上述獲屋宇署署長批准的建議書下稱「**獲批准綠化建議書**」。就此等條款而言，「建築工程」根據《建築物條例》、其任何附屬規例及任何修訂法例定義；

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

(iii) except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Special Condition No. (35)(a)(vi), and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission."

(ii) 承批人須自費根據獲批准綠化建議書實施及完成綠化範圍之建築工程，及其後維持綠化範圍，以使屋宇署署長在各方面滿意。未得屋宇署署長事先書面批准，不得修改、變更、改動、修訂或替代獲批准綠化建議書或標明綠化範圍之圖則；及

(iii) 除非獲得屋宇署署長事先書面批准，獲批准綠化建議書所示之綠化範圍須被指定為並構成特別條款第(35)(a)(vi)條所指的公用地方之一部分，及不得用作根據獲批准綠化建議書所述之布局、大小、位置及詳情作綠化範圍以外之任何其他用途。」

15. Self-financing RCHE Accommodation

Special Condition No. (10)

"(a) The Grantee shall erect, construct, provide and maintain within the lot (i) a residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as **"the self-financing RCHE"**); and (ii) the self-financing RCHE Parking Space as referred to in Special Condition No. (39)(m) hereof (both the self-financing RCHE and the self-financing RCHE Parking Space are hereinafter collectively referred to as **"the self-financing RCHE Accommodation"**) PROVIDED THAT applicants for the self-financing RCHE who are persons selected by the Grantee in accordance with the eligibility criteria as determined by the Secretary for Development shall have priority at the initial intake of the self-financing RCHE which the time for initial intake of the self-financing RCHE would be determined by the Secretary for development in his sole and absolute discretion.

(b) The design, disposition and height of the self-financing RCHE Accommodation shall be subject to the prior written approval of the Director. The Grantee shall delineate in a manner acceptable to the Director the self-financing RCHE Accommodation in the plans to be submitted to the Director for approval and shall not alter the said delineation except with the prior written approval of the Director. The plans for the self-financing RCHE Accommodation as approved by the Director (and any approved alteration or amendment to it) must be registered by Memorial against the lot in the Land Registry within one month from the date of issue of the relevant temporary occupation permit or occupation permit (whichever is the earlier) in respect of the lot.

(c) The self-financing RCHE shall not be used for any purpose other than as a residential care home as referred to in sub-clause (a) of this Special Condition.

15. 自負盈虧安老院舍

特別條款第(10)條

「(a) 承批人須在該地段內搭建、興建、提供及保養(i)一所根據《安老院條例》、其任何附屬規例及任何修訂法例定義的安老院（下稱「**自負盈虧安老院**」）；及(ii)特別條款第(39)(m)條所指的自負盈虧安老院停車位（自負盈虧安老院及自負盈虧安老院停車位下統稱「**自負盈虧安老院舍**」），惟由承批人依發展局局長決定之申請資格從自負盈虧安老院申請人中篩選出的人士於自負盈虧安老院首輪取錄申請中有優先權，而自負盈虧安老院之首輪取錄申請時間由發展局局長以其獨有及絕對酌情權決定。

(b) 自負盈虧安老院舍之設計、布局及高度須獲署長事先書面批准，承批人須向署長提交以署長可接受的形式規劃之自負盈虧安老院舍圖則以供其批准，及除非獲署長事先書面批准，承批人不得變更該規劃圖則。獲署長批准之自負盈虧安老院舍圖則（及其獲批准之任何變更或修改）須由該地段相關之臨時佔用許可證或佔用許可證之發出日期（以較早者為準）起計一個月內在土地註冊處於該地段下以文件摘要註冊。

(c) 自負盈虧安老院不得用作此特別條款第(a)分條所指的安老院用途以外之任何用途。

(d) Throughout the term hereby agreed to be granted, the Grantee shall not assign, mortgage, charge, underlet, part with possession of or otherwise dispose of the self-financing RCHE Accommodation or the undivided shares allocated thereto or any interest therein or enter into any agreement so to do except as a whole provided that any assignment, mortgage, charge, underletting or agreement to underlet, parting with the possession or other disposal of the self-financing RCHE Accommodation as a whole prior to compliance with these Conditions by the Grantee shall be subject to Special Condition No. (31) hereof."

16. Government Accommodation

Special Condition No. (11)(a)-(b)

"(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as **"the Technical Schedule"**) and the plans approved under Special Condition No. (12)(a) hereof at such locations, in such manner and designs, with such materials, to such standard and in such stages as may be approved by the Director, the following accommodations:

(i) one residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation with a net operational floor area of not less than 1,575 square metres on such floor or floors of the building or buildings erected or to be erected on the lot to the satisfaction of the Director (hereinafter referred to as **"the RCHE"**); and

(ii) the RCHE Parking Space as referred to in Special Condition No. (39)(n) hereof

(such accommodations to be completed and made fit for occupation and operation on or before the 31st day of March, 2027 and which accommodations (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as **"the Government Accommodation"**).

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

(d) 於此協定的批租期內，除非對整個自負盈虧安老院舍進行，否則承批人不得轉讓、按揭、押記、出租、放棄管有或以其他方式處置自負盈虧安老院舍或其獲分配之不分割份數或其中的任何權益或就此等目的訂立任何協議。惟承批人於此等條款符合之前，整個自負盈虧安老院舍之任何轉讓、按揭、押記、出租或協議出租、放棄管有或以其他方式處置將受限於特別條款第(31)條。」

16. 政府樓宇

特別條款第(11)(a)至(b)條

「(a) 承批人須自費並按署長批准的位置、方式、設計、物料、標準和分期及使署長在各方面滿意下在該地段內以良好工藝及依照在此夾附的技術附表（下稱「**技術附表**」）及根據特別條款第(12)(a)條批核的圖則搭建、興建及提供以下樓宇：

(i) 一所位於該地段上已建或擬建之一幢或多幢建築物的一層或多層中根據《安老院條例》、其任何附屬規例及任何修訂法例定義及淨作業樓面面積不少於1,575平方米的安老院（下稱「**安老院**」），使署長滿意；及

(ii) 特別條款第(39)(n)條所指的安老院停車位

（該等樓宇須在2027年3月31日或之前完成並使其適合佔用及運作，該等樓宇（包括照明固定裝置、通風器材、排氣管道及道路或地台表面，但不包括升降機、扶手電梯、樓梯間、機械、設備及其他設施（署長根據此等條款准許而並非專為其服務）、牆、支柱、橫樑、天花板、天台樓板、行車道或地台樓板及任何其他結構件）連同署長以其絕對酌情權決定專屬於該等樓宇的任何其他範圍、設施、服務及裝置（其決定為最後定論並對承批人有約束力），下統稱「**政府樓宇**」）。

(b) 政府保留權利在任何時間以其絕對酌情權改動或變更政府樓宇或其任何部分之用途。」

Special Condition No. (12)

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

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

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

(b) No building works (other than ground investigation and site formation works of the lot, the works of the Excepted and Reserved Areas specified in Special Condition No. (4) hereof and the Diversion Works specified in Special Condition No. (54)(b) hereof) shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition. For the purpose of these Conditions, "ground investigation" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."

Special Condition No. (13)

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

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

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

(d) In the event of any inconsistency or variation between the Technical Schedule and these Conditions, these Conditions shall prevail."

Special Condition No. (14)(e)

"(e) The Grantee shall indemnify and keep indemnified the Government and the Director from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the Construction Works of the Government Accommodation."

特別條款第(12)條

「(a) (i) 承批人須向署長提交或達致提交政府樓宇圖則以供其書面批准，政府樓宇圖則須包括政府樓宇之高度、位置和設計的細節，及署長要求之任何其他細節。

(ii) 政府樓宇圖則一經批准，除非經署長事先書面批准或除非署長要求，承批人不得修改、變更、改動、修訂或替代經批准之政府樓宇圖則。

(iii) 任何根據此特別條款第(a)分條經署長批准或由署長要求而作出之其後修改、變更、改動、修訂或替代須被視為納入經署長批准之政府樓宇圖則。

(b) 在獲得署長根據此特別條款第(a)分條就政府樓宇圖則發出的批准前，該地段內不得展開建築工程（該地段內土地勘測及地盤平整工程、特別條款第(4)條指明之保留及預留範圍工程及特別條款第(54)(b)條指明之改道工程除外），。就此等條款而言，「土地勘測」及「地盤平整工程」根據《建築物條例》、其任何附屬規例及任何修訂法例定義。」

特別條款第(13)條

「(a) 署長可以其絕對酌情權認為合適時修改、變更、改動、修訂或替代技術附表。

(b) 除非經署長事先書面批准，承批人不得修改、變更、改動、修訂或替代技術附表。

(c) 署長根據此特別條款第(a)分條作出之或承批人根據此特別條款第(b)分條經署長批准而作出之任何修改、變更、改動、修訂或替代須被視為納入技術附表並構成其部分。

(d) 倘若技術附表之條款與批地文件之條款有任何不相符或不同，須以批地文件之條款為準。」

特別條款第(14)(e)條

「(e) 承批人須就政府樓宇的建築工程，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府及署長作出彌償及使其獲得彌償。」

Special Condition No. (19)

"The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (17) hereof, delivery of vacant possession of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (16) hereof and the Grantee shall upon such demand deliver the same to the Government for its exclusive use and occupation upon such terms and conditions as the Director may consider appropriate."

Special Condition No. (20)

"(a) Without prejudice to the provisions of Special Condition No. (21) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (21)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.

(b) For the purpose of this Special Condition, the expression "Grantee" shall exclude his assigns."

Special Condition No. (21)

"(a) The Grantee shall indemnify and keep indemnified the Government and [The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "F.S.I." which expression shall if the context permits include its successors and assigns)] from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other, outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor

(i) which may exist at the date of delivery of possession by the Grantee of the Government Accommodation; and

(ii) which shall occur or become apparent within a period of 365 days after the date of delivery of possession by the Grantee of the Government Accommodation (hereinafter referred to as **"Defects Liability Period"**).

(b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the

特別條款第(19)條

「署長有權在根據特別條款第(17)條轉讓政府樓宇之前，可於任何時間要求騰空交回政府樓宇之管有權，並已根據特別條款第(16)條發出完工證明書。承批人須應要求向政府交還政府樓宇，供政府於署長認為合適之條款及條件下獨家使用及佔用。」

特別條款第(20)條

「(a) 在不影響特別條款第(21)條的條文為前提下，承批人須在所有時間自費保養政府樓宇及其屋宇裝備裝置以保持其良好狀況及使署長在各方面滿意，直至特別條款第(21)(a)條所指的欠妥之處保養責任期屆滿為止。

(b) 就此特別條款而言，「承批人」一詞不包括其承讓人。」

特別條款第(21)條

「(a) 就所有政府樓宇及其屋宇裝備裝置：

(i) 於承批人向政府交還政府樓宇的管有權的日期可能存在的；及

(ii) 於承批人交還政府樓宇的管有權的日期後365日內期間（下稱「**欠妥之處保養責任期**」）發生或變得可見的

任何欠妥之處、失修、不完善、故障、失效或任何其他未完成工程（不論有關工藝、物料、設計或其他因素）而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府和[根據及憑藉《財政司司長法團條例》、其任何附屬規例及任何修訂法例成立的單一法團（下稱「財政司司長法團」，若文義許可下此詞包括其繼承人及承讓人）]作出彌償及使其獲得彌償。

(b) 在署長及/或財政司司長法團要求時，承批人須自費依照署長及/或財政司司長法團可能指明的時限、標準及方式進行所有保養、維修、修改、重建及修補工程和其他必要的工程以修補與糾正政府樓宇及其屋宇裝備裝置在任何欠妥之處保養責任期期間發生或變得可見的任何欠妥之處、失修、不完善、故

foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation and the building services installations therefor which may exist at the date of delivery of possession thereof by the Grantee.

(c) The Director or F.S.I. or both will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 days after the expiry of the Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.

(d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee Provided that the Government or F.S.I. or both shall be entitled to deduct from the security money referred to in sub-clause (e) of this Special Condition the costs, charges and fees due and owing by the Grantee to the Government or F.S.I. or both under this sub-clause (d) and in the event of the security money being insufficient to cover all costs, charges and fees due and owing by the Grantee, the deficit shall be paid by the Grantee on demand.

(e) The Grantee shall contemporaneously with the assignment of the Government Accommodation as provided for in Special Condition No. (17) hereof, deposit with the Government a sum of HK$8,434,000.00 (hereinafter referred to as "the security money"). Subject to the proviso to sub-clause (d) of this Special Condition, the security money shall become due to the Grantee upon the expiry of such Defects Liability Period as relating to the Government Accommodation and the Grantee satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director or F.S.I. or both (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).

(f) For the purpose of this Special Condition, the expression "Grantee" shall exclude his assigns."

障、失效或任何其他未完成工程。除上述以外，承批人須自費依照署長及/或財政司司長法團可能指明的時限、標準及方式彌補與糾正承批人在交還管有權之日期時政府樓宇及其屋宇裝備裝置可能存在的任何欠妥之處、失修、不完善、故障、失效或任何其他未完成工程。

(c) 署長及/或財政司司長法團將在每一個欠妥之處保養責任期快將屆滿前就政府樓宇及其屋宇裝備裝置進行視察，旨在查找任何明顯的欠妥之處、失修、不完善、故障、失效或任何其他未完成工程。署長及財政司司長法團各自保留權利在欠妥之處保養責任期結束後的14天內向承批人送達一份或多份欠妥之處清單，列明政府樓宇及其屋宇裝備裝置中任何明顯的欠妥之處、失修、不完善、故障、失效或任何其他未完成工程，而承批人須自費依照署長及/或財政司司長法團指明的時限、標準及方式安排一切必要工程以作修補與糾正。

(d) 如承批人未能進行此特別條款第(b)及(c)分條提述的任何工程，該等工程即可由政府及/或財政司司長法團進行。承批人須在要求時向政府及/或財政司司長法團支付所有因此產生並經署長核證（其決定為最終及對承批人有約束力）的成本及支出及一筆金額相等於涉及的成本與支出的百分之二十的行政費，惟政府及/或財政司司長法團有權從此特別條款第(e)分條提述的保證金中扣除承批人在此(d)分條下到期及未繳付予政府及/或財政司司長法團的成本、支出及費用。倘若保證金不足夠支付承批人所有到期及未繳付的成本、支出及費用，承批人須在要求時支付尚欠之差額。

(e) 承批人須在按照特別條款第(17)條轉讓政府樓宇時同時向政府提供港幣8,434,000.00元（下稱「保證金」）。受限於此特別條款第(d)分條的但書，保證金將在政府樓宇的相關欠妥之處保養責任期屆滿及承批人滿意地完成所有保養、維修、修改、重建及修補工程及由署長及/或財政司司長法團要求的任何其他工程後退還予承批人（承批人明文確認並同意毋須就保證金或其任何部分支付任何利息）。

(f) 就此特別條款而言，「承批人」一詞不包括其承讓人。」

17. The Items

Special Condition No. (23)

"(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (35)(a)(ii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as **"the Items"**):

(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;

(iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;

(iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

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

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

18. Recreational Facilities

Special Condition No. (25)(a) and (c)

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

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

17. 物件

特別條款第(23)條

「(a) 受限於特別條款第(35)(a)(ii)(I)條提述由財政司司長法團作出的任何供款，承批人須於整個在此協定的批租期內自費保養以下物件（下稱「物件」）使署長在各方面滿意：

(i) 政府樓宇的外部裝修物料及政府樓宇的及其中、周圍、其內、其上及其下的一切牆、支柱、橫樑、天花板、天台樓板、行車道或地台樓板的結構及任何其他結構件；

(ii) 服務政府樓宇和該地段的發展項目餘下部分的所有升降機、扶手電梯及樓梯；

(iii) 構成服務政府樓宇和該地段的發展項目餘下部分之系統一部分的所有屋宇裝備裝置、機械及設備（包括但不限於攜帶式和固定消防裝置設備）；

(iv) 所有政府樓宇下之結構樓板連同其內及其下的排水系統；及

(v) 服務政府樓宇和該地段的發展項目餘下部分的所有其他公用部分及設施。

(b) 承批人須就因其未能保養物件而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府和財政司司長法團作出彌償及使其獲得彌償。

(c) 就此特別條款而言，「承批人」一詞不包括財政司司長法團。」

18. 康樂設施

特別條款第(25)(a)及(c)條

「(a) 承批人可在該地段搭建、興建及提供經署長書面批准的該等康樂設施及其附屬設施（下稱「設施」）。設施的類型、大小、設計、高度和布局必須獲得署長事先書面批准。

(c) 倘若設施的任何部分可獲豁免而不計入此特別條款第(b)分條所訂的總樓面面積（下稱「**豁免設施**」）：

(i) The Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (35)(a)(vi) hereof;

(ii) The Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and

(iii) The Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons."

19. Restriction on Alienation of SSF Units by Grantee

Special Condition No. (31)(a), (e) and (f)

"(a) Subject to Special Condition No. (30) hereof, prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him) (save and except for the assignment and delivery of vacant possession of the Government Accommodation as respectively provided in Special Conditions Nos. (17) and (19) hereof, and underletting as provided in sub-clauses (b) and (c) of this Special Condition and in Special Conditions Nos. (10)(d), (43)(a), (44)(a) and (44)(b) hereof) assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.

(e) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not assign, mortgage or charge, underlet, part with the possession of or otherwise dispose of any SSF Units (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may assign or agree to assign the SSF Units together with undivided share or shares in the lot attached thereto:

(i) to the Selected Persons; and

(ii) at such sale price and upon such terms and conditions as to transfer or other disposal as provided in Special Condition (32) hereof and as shall be proposed by the Grantee and approved by the Approving Authority at his absolute discretion.

(f) For the purpose of this Special Condition, the expression "Grantee" in sub-clauses (a) and (e) of this Special Condition excludes his assigns."

(i) 豁免設施須被指定為並構成特別條款第(35)(a)(vi)條所指的公用地方之一部分；

(ii) 承批人須自費保養豁免設施以保持其修繕妥當及良好狀態，及運作豁免設施以使署長滿意；及

(iii) 豁免設施只可供已建或擬建於該地段的一座或多座住宅大廈住客和其真正訪客使用，其他人士不可使用。」

19. 承批人轉讓資助出售房屋單位的轉讓限制

特別條款第(31)(a)、(e)及(f)條

「(a) 受限於特別條款第(30)條，於符合所有此等條款以使署長在各方面滿意之前，除非獲得署長事先書面同意並已符合其施加的任何條件（包括支付其要求的任何費用），承批人不得（根據特別條款第(17)及(19)條分別之政府樓宇轉讓及交付政府樓宇之空置管有權，及根據此特別條款第(b及(c)分條與特別條款第(10)(d)、(43)(a)、(44)(a)及(44)(b)條訂明之出租除外）轉讓、按揭、抵押、出租、放棄管有或以其他方式處置該地段或其任何部分或其中任何權益或其上任何建築物或其部分（不論是直接或間接保留、授予任何優先拒絕要約權、選擇權、授權書，或任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議。

(e) 即使此等條款已獲遵從及符合以使署長滿意，除非承批人轉讓或同意轉讓資助出售房屋單位連同於該地段附於其上之不分割份數：

(i) 予中選人士；及

(ii) 由承批人建議及批核部門以其絕對酌情權批准並根據特別條款第(32)條訂明之價格、條款及條件轉移或以其他方式處置，

承批人不得轉讓、按揭、抵押、出租、放棄管有或以其他方式處置任何資助出售房屋單位（不論是直接或間接保留、授予任何優先拒絕要約權、選擇權、授權書，或任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議。

(f) 就此特別條款而言，此特別條款第(a)及(e)分條中「承批人」一詞不包括其受讓人。」

20. Restriction on Alienation of SSF Units by SSF Owners

Special Condition No. (32)

"(a) For the purposes of this Special Condition:

(i) **"Eligible Purchaser"** means a person who has been certified by the Grantee to be eligible for the purchase of a SSF Unit or any interest therein;

(ii) **"First Assignment"** means the first assignment of a SSF Unit by the Grantee to the first SSF owner of that SSF Unit;

(iii) the expression "Grantee" excludes his assigns;

(iv) **"Initial Market Value"** means the market value of the SSF Unit as specified in the First Assignment;

(v) **"SSF owner"** means a person to whom the Grantee has assigned or agreed to assign an undivided share or undivided shares of and in the lot together with the right of exclusive possession of a SSF Unit in the building or buildings erected or to be erected on the lot under Special Condition No. (31)(e) hereof; his successors-in-title and any mortgagee or chargee (whether legal or equitable) or an assignee of such mortgagee or chargee;

(vi) **"Period"** means a period of 15 years after the date of the First Assignment;

(vii) "Premium" means an amount assessed by the Grantee and approved by the Secretary for Transport and Housing (whose approval shall be final and binding on the SSF owner of the SSF Unit) which shall be calculated according to the following formula –

$$\text{Premium} = \frac{\text{Prevailing Market Value}}{\text{Initial Market Value}} \times \frac{(\text{Initial Market Value} - \text{Purchase Price})}{\text{Initial Market Value}}$$

whereas for the purpose of calculating the Premium, the Prevailing Market Value is the market value of the SSF Unit assessed by the Grantee and approved by the Secretary for Transport and Housing as at the time when the SSF owner pays the Premium; and

(viii) **"Purchase Price"** means the price of the SSF Unit sold by the Grantee to the SSF owner as specified in the First Assignment.

(b) Except as provided in sub-clauses (c), (d), (e), (f) and (g) of this Special Condition, no SSF owner shall at any time, sell, assign, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his SSF Unit or any part thereof or any interest therein or any undivided shares in the lot attached thereto (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do, or solicit or

20. 資助出售房屋業主轉讓資助出售房屋單位的轉讓限制

特別條款第(32)條

「(a) 就此特別條款而言：

(i) 「**合資格買家**」指獲得承批人核證為符合資格購買資助出售房屋單位或其中任何權益的人士；

(ii) 「**首份轉讓契據**」指承批人向該資助出售房屋單位的首位資助出售房屋業主轉讓資助出售房屋單位的首份轉讓契據；

(iii) 「**承批人**」一詞不包括其受讓人；

(iv) 「**最初市值**」指在首份轉讓契據中指明的資助出售房屋單位的市值；

(v) 「**資助出售房屋業主**」指獲承批人根據特別條款第(31)(e)條轉讓或同意轉讓該地段的不分割份數連同在該地段上已建或擬建之一幢或多幢建築物內之資助出售房屋單位的獨有佔用權的人士；其業權繼承人及任何承按人或承押記人（不論是法定或衡平法的）或該承按人或承押記人之受讓人；

(vi) 「**期間**」指首份轉讓契據的日期後起計為期15年的期間；

(vii) 「**補價**」指由承批人評估與運輸及房屋局局長批准的款額（其批准為最終及對資助出售房屋單位的資助出售房屋業主有約束力），該款額須根據以下公式計算–

$$\text{補價} = \text{現行市值} \times \frac{(\text{最初市值} - \text{買價})}{\text{最初市值}}$$

就計算補價而言，「現行市值」指在資助出售房屋業主繳付補價時由承批人評估與運輸及房屋局局長批准的資助出售房屋單位的市值；及

(viii) 「**買入價**」指於首份轉讓契據中指明之承批人向資助出售房屋業主出售資助出售房屋單位的價錢。

(b) 除此特別條款第(c)、(d)、(e)、(f)及(g)分條另有規定外，資助出售房屋業主無論何時均不得出售、轉讓、按揭、押記、批租、出租、放棄管有或以其他方式處置其資助出售房屋單位或其任何部分，或其中的任何權益，或附於該地段的任何不分割份數（不論是直接或間接保留、授予任何優先拒絕要約權、選擇權、授權書，或任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議，或根據任何有關出售、轉讓或以其他方式處置或影響其資助

accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby his SSF Unit or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected or entered into any agreement so to do.

(c) (i) (I) Subject to the prior written approval from the Grantee and in conformity with the conditions as may be imposed by the Grantee including but not limited to those set out in sub-clause (c)(i)(II) of this Special Condition and the compliance with the guidelines as may from time to time be issued by the Secretary for Transport and Housing, a SSF owner may, without payment of the Premium, charge or mortgage a SSF Unit assigned to him or create second charge(s) or second mortgage(s) or create further charge(s) or further mortgage(s) over the said SSF Unit to a bank or other financial institution (which for the purpose of this sub-clause (c)(i)(I) shall include F.S.I.) or to the organization of the SSF owner's employer approved by the Grantee or to the Grantee for the purpose of:

(A) financing the purchase of the SSF Unit or refinancing the purchase of the SSF Unit or refinancing (an) outstanding loan(s) secured by (an) existing charge(s) or mortgage(s) over the SSF Unit; or

(B) securing new loan(s) or additional loan(s) from such bank, financial institution or organization

(such charge, mortgage, second charge(s), second mortgage(s) of the SSF Unit or such further charge(s) or further mortgage(s) over the SSF Unit are hereinafter collectively referred to as **"the Charge"**).

For the avoidance of doubt, the Grantee shall have the sole and absolute discretion to give or refuse to give its approval under this sub-clause (c) without giving any reason therefor.

(II) The conditions referred to in sub-clause (c)(i)(I) of this Special Condition are:

(A) the Charge shall be in a form approved by the Grantee and shall contain such provisions as the Grantee may require;

(B) the SSF owner shall bear all the costs and expenses of and incidental to the creation of the Charge including the Grantee's administrative costs and expenses in approving the Charge and the legal costs incurred by the Grantee in approving the form mentioned in sub-clause (c)(i)(II)(A) of this Special Condition; and

出售房屋單位或其任何部分或其中任何權益的交易協議（不論是現時的或未來的、有條件的或無條件的）索取或接受（不論直接地或間接地或是經由律師、代理人、承辦商或信託人或其他人士）任何金錢或金錢等值或任何其他有值代價，或就上述交易訂立任何協議。

(c) (i) (I) 受限於承批人事先書面批准並已符合承批人施加的任何條件包括但不限於此特別條款第(c)(i)(II)分條列出之條件，及符合運輸及房屋局局長不時發出之指引，資助出售房屋業主可將轉讓予其之資助出售房屋單位押記或按揭，或進行第二押記或第二按揭，或進行進一步的押記或按揭予銀行或其他財務機構（就此第(c)(i)(I)分條而言，包括財政司司長法團）或獲承批人認可的資助出售房屋業主僱主之組織或承批人，而毋須先繳付補價：

(A) 以就購買該資助出售房屋單位提供資本或再融資或就任何仍然藉該資助出售房屋單位押記或按揭作為償還保證的未償還借貸再融資；或

(B) 以就相關銀行、財務機構或組織提供的新貸款或再融資提供償還保證

（資助出售房屋單位之該等押記、按揭、第二押記、第二按揭或資助出售房屋單位之進一步押記或按揭下統稱「**押記**」）。

為免生疑問，承批人可以其獨有及絕對酌情權批准或拒絕此特別條款第(c)分條的申請，而毋須提供任何理由。

(II) 此特別條款第(c)(i)(I)分條所指的條件如下：

(A) 押記須採用承批人批准的格式並須具有承批人要求的條文；

(B) 資助出售房屋業主須承擔所有押記引致的費用及支出，包括承批人審批押記的行政費用及支出，及承批人批核此特別條款第(c)(i)(II)(A)分條提及的格式所產生的法律費用；及

(C) the SSF owner shall observe and comply with such terms and conditions as may be imposed by the Grantee.

(ii) (I) Subject to the prior written approval from the Grantee and compliance with the guidelines as may from time to time be issued by the Secretary for Transport and Housing, a SSF owner may, without payment of the Premium, charge or mortgage a SSF Unit assigned to him to a participating bank or The Hong Kong Mortgage Corporation Limited or any of its subsidiaries (hereinafter collectively referred to as **"HKMC Group"**) or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing for the purpose of obtaining a loan secured by a mortgage under the Reverse Mortgage Programme operated by HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing (hereinafter referred to as **"the Reverse Mortgage"**), provided that the approval from the Grantee will be deemed to be given where the conditions in sub-clause (c)(ii)(II) of this Special Condition have been complied with.

(II) The conditions referred to in sub-clause (c)(ii)(I) of this Special Condition are:

(A) the Reverse Mortgage shall be in a form approved from time to time by the Grantee and HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing for SSF Projects and shall contain such provisions as the Grantee and HKMC Group or such other approved financial institution may require;

(B) the loan shall be obtained from and the SSF Unit shall be charged or mortgaged to a participating bank or HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing under the Reverse Mortgage Programme;

(C) the SSF owner shall bear all the costs and expenses of and incidental to the creation of Reverse Mortgage; and

(D) the SSF owner shall observe and comply with the guidelines as may from time to time be issued by the Grantee and such terms and conditions under the Reverse Mortgage Programme as may be imposed by HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Transport and Housing.

(C) 資助出售房屋業主須遵守和符合承批人施加的條件和條款。

(ii) (I) 受限於承批人事先書面批准並已符合運輸及房屋局局長不時發出之指引，資助出售房屋業主可將轉讓予其的資助出售房屋單位押記或按揭予參與了由香港按揭證券有限公司或其任何子公司（下統稱「**香港按揭證券有限公司集團**」）或運輸及房屋局局長不時批准的其他財務機構運行的安老按揭計劃的銀行或香港按揭管理有限公司集團或運輸及房屋局局長不時批准的其他財務機構，以取得有關的按揭貸款，而毋須先繳付補價（下稱「**安老按揭**」）。惟當此特別條款第(c)(ii)(II)分條的條件已符合時，承批人須被視為已發出批准。

(II) 此特別條款第(c)(ii)(I)分條所指的條件如下：

(A) 安老按揭須採用承批人及香港按揭證券有限公司集團或運輸及房屋局局長就資助房屋出售計劃不時批准的其他財務機構不時批准的格式並須具有承批人及香港按揭證券有限公司集團或該等其他財務機構要求的條文；

(B) 資助出售房屋單位須押記或按揭予參與了安老按揭計劃的銀行或香港按揭管理有限公司集團或運輸及房屋局局長不時批准的其他財務機構，並從該銀行或香港按揭管理有限公司集團或該等其他財務機構取得有關的貸款；

(C) 資助出售房屋業主須承擔一切有關安老按揭所引致的費用及支出；及

(D) 資助出售房屋業主須遵守和符合承批人不時發出的指引及香港按揭證券有限公司集團或運輸及房屋局局長不時批准的其他財務機構於安老按揭計劃施加的條件和條款。

(d) At any time before first making payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, a SSF owner may enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his SSF Unit, subject to the following conditions:

(i) the person entering into the provisional agreement for sale and purchase as the purchaser is an Eligible Purchaser;

(ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is an Eligible Purchaser and a person nominated by the Grantee in his sole and absolute discretion to buy such SSF Unit;

(iii) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of this sub-clause (d) shall each be subject to and contain such terms and conditions as may be required or authorized by the Grantee in his sole and absolute discretion (including the payment of such fee as may be determined by the Grantee) and shall each be made subject to the terms and conditions contained in this Special Condition; and

(iv) all requirements, terms and conditions (including the payment of administrative fees) as may be imposed by the Grantee in his sole and absolute discretion are observed and complied with.

Provided that in the event of the SSF owner entering into the provisional agreement for sale and purchase before the expiry of five years from the date of the First Assignment, the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price.

(e) At any time after the expiry of the Period,

(i) a SSF owner may sell, assign, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his SSF Unit as he sees fit subject to the payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, together with an administrative fee payable to the Grantee for assessment of the Premium as may be required by him;

(ii) a SSF owner shall, when required by the Grantee, submit to the Grantee a valuation report on his SSF Unit prepared, at the expense of such SSF owner, by a valuer chosen from a panel of valuers from time to time as determined by the Grantee, provided that such valuation report shall be used by the Grantee for reference only and shall not in any way be binding on the Grantee in his assessment of the Premium;

(d) 在資助出售房屋業主向政府繳付補價（由承批人代政府收取）之前的任何時間，資助出售房屋業主可就其資助出售房屋單位簽訂任何臨時買賣協議、正式買賣協議和轉讓契據，惟：

(i) 以買家身分簽訂該臨時買賣協議的人士須為合資格買家；

(ii) 以買家身分簽訂該正式買賣協議和轉讓契據的人士須為合資格買家，並獲承批人以其獨有及絕對酌情權提名購買該資助出售房屋單位；

(iii) 按照此特別條款第(d)分條簽訂的臨時買賣協議、正式買賣協議和轉讓契據均須受限於並具有承批人以其獨有及絕對酌情權要求或授權的條款和條件（包括有責任繳付任何承批人決定的費用），及須受限於此特別條款包含的條款和條件；及

(iv) 須遵守和符合所有承批人以其獨有及絕對酌情權施加的所有要求、條款和條件（包括繳付行政費用）。

惟倘若資助出售房屋業主於首份轉讓契據的日期起計五年期間屆滿前簽訂臨時買賣協議，則臨時買賣協議、正式買賣協議和轉讓契據中所訂立的售價不得多於買入價。

(e) 於期間屆滿後，

(i) 資助出售房屋業主可出售、轉讓、按揭、押記、批租、出租、放棄管有或以其認為適合的其他方式處置其資助出售房屋單位，惟前提是須向政府繳付補價（由承批人代政府收取）及向承批人繳付釐定補價的行政費（如被要求時）；

(ii) 資助出售房屋業主（如被要求時）須自費向承批人提交由承批人不時決定之估價師名單中選擇之估價師就其資助出售房屋單位的估價報告，惟該估價報告僅供承批人作參考且並不可以任何方式約束承批人釐定補價；

(iii) the Secretary for Transport and Housing may at his sole and absolute discretion accept the assessment of the Premium submitted by the Grantee or make his own determination and his decision on the Premium payable by the SSF owner shall be final and conclusive; and

(iv) notwithstanding sub-clause (e)(i) of this Special Condition, a SSF owner may enter into an agreement for sale and purchase of his SSF Unit prior to the payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, provided that it is a condition of such agreement that the payment of the Premium to the Government shall be received by the Grantee for and on behalf of the Government prior to the assignment of the SSF Unit by the SSF owner.

(f) Subject to the prior written approval of the Grantee and in conformity with all conditions imposed by the Grantee (including but not limited to the payment of administrative fees as may be required by him) and the guidelines as may from time to time be issued by the Secretary for Transport and Housing, a SSF owner may, without first making payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, assign his SSF Unit or any interest therein or enter into any agreement so to do to such person or persons as the Grantee may in its sole and absolute discretion approve in writing.

(g) (i) Subject to the prior written approval of the Grantee and in conformity with all conditions as may be imposed by the Grantee including but not limited to the conditions referred to in sub-clause (g)(ii) of this Special Condition and the guidelines as may from time to time be issued by the Secretary for Transport and Housing in respect of the assignment of SSF Units as hereinafter mentioned in this sub-clause (g)(i) to family members or beneficiaries, a SSF owner may, assign his SSF Unit or part thereof or his interest therein to his parents, spouse, former spouse, children or siblings (subject to the production of satisfactory documentary evidence of the relationship with the SSF owner) or where a SSF owner is dead, his executor or administrator may assign his SSF Unit or part thereof or his interest therein to the beneficiaries entitled to such deceased SSF owner's estate (subject to the production of satisfactory documentary evidence of the entitlement of the beneficiaries) without first making payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government provided that the Grantee shall have the sole and absolute discretion and in accordance with the guidelines mentioned in this sub-clause (g)(i) as may from time to time be issued by the Secretary for Transport and Housing to approve or reject such application without giving reasons therefor.

(iii) 運輸及房屋局局長可以其獨有及絕對酌情權接受承批人所提交之釐定補價或自行決定補價，其對資助出售房屋業主須繳付之補價的決定為最終及最後定論；及

(iv) 即使此特別條款第(e)(i)分條另有規定，在向政府繳付補價前（由承批人代政府收取）資助出售房屋業主可就其資助出售房屋單位簽訂正式買賣協議，惟前提是該協議的條件須規定於轉讓資助出售房屋單位前資助出售房屋業主須向政府繳付補價（由承批人代政府收取）。

(f) 受限於承批人事先書面批准並已遵照承批人施加的一切條款（包括但不限於繳付行政費（如被要求時））與運輸及房屋局局長不時發出的指引之情況下，資助出售房屋業主可毋須事先向政府繳付補價（由承批人代政府收取），將其資助出售房屋單位或其中的任何權益轉讓予由承批人以其獨有及絕對酌情權以書面批准的該名或該等人士，或就此目的簽訂任何協議。

(g) (i) 受限於承批人事先書面批准並已遵照承批人施加的一切條款（包括但不限於此特別條款第(g)(ii)分條所指的條件）與運輸及房屋局局長不時發出有關此特別條款第(g)(i)分條所述轉讓資助出售房屋單位予家庭成員或受益人的指引之情況下，資助出售房屋業主可轉讓其資助出售房屋單位或其部分或其中的權益予其父母、配偶、前配偶、子女或兄弟姊妹（但須就該關係提供令人信納的文件證據），或若資助出售房屋業主已逝世，則其遺囑執行人或遺產管理人可轉讓其資助出售房屋單位或其部分或其中的權益予已逝世之資助出售房屋業主的遺產受益人（但須就該受益人之權利提供令人信納的文件證據），而毋須事先向政府繳付補價（由承批人代政府收取），惟承批人可以其獨有和絕對酌情權（但受限於運輸及房屋局局長不時發出根據此特別條款第(g)(i)分條所述的指引）決定是否批准或否決有關的申請而毋須提供任何理由。

(ii) The conditions referred to in sub-clause (g)(i) of this Special Condition are:

(I) the assignment to the parents, spouse, former spouse, children or siblings of the SSF owner or the beneficiaries entitled to the estate of the deceased SSF owner (hereinafter referred to as **"the Assignees"**) shall be in a form approved by the Grantee and shall contain such provisions as may be required by the Grantee;

(II) the SSF Unit or any part thereof or any interest therein and the undivided shares in the lot attached thereto shall be deemed to have been assigned to the Assignees on the date on which the SSF Unit was assigned to the SSF owner by the Grantee under the First Assignment and sub-clauses (b) to (g) of this Special Condition shall apply to the Assignees accordingly; and

(III) the SSF owner or his estate and the Assignees shall bear all the costs of such assignment including the administrative costs and expenses of the Grantee in approving the assignment and the legal costs incurred by the Grantee in approving the form mentioned in sub-clause (g)(ii)(I) of this Special Condition.

(h) Upon payment of the Premium by a SSF owner to the Government, which shall be received by the Grantee for and on behalf of the Government, sub-clauses (b), (c), (d), (e), (f) and (g) of this Special Condition shall be null and void and shall cease to have effect on his SSF Unit.

(i) Notwithstanding anything to the contrary contained in sub-clauses (d), (f) and (g) of this Special Condition, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Grantee under this Special Condition shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Transport and Housing."

21. Resumption

Special Condition No. (34)

"The Government shall have full power to resume, re-enter upon and re-take possession of all or any part of the lot if required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be conclusive), twelve calendar months' notice in writing being given to the Grantee of its being so required, and upon the exercise of this power the Grantee's tenancy of the land so resumed shall cease, determine and be void, and the Grantee shall on the expiration of the said notice quit and deliver up possession of the land so resumed and the buildings thereon. Upon the exercise of this power of resumption there shall be paid by the Government to the Grantee the following compensation only:

(a) in respect of the land resumed - the lesser of either (i) a sum equivalent to one fiftieth of the total of (first) the premium paid by the Grantee for such land and (second) such amount as, in the opinion of the Director has been reasonably

(ii) 此特別條款第(g)(i)分條所指的條件如下：

(I) 轉讓予資助出售房屋業主之父母、配偶、前配偶、子女或兄弟姊妹或該已逝世之資助出售房屋業主的遺產受益人（下稱「**受讓人**」）的轉讓契據須採用承批人批准的格式並須具有承批人要求的條文；

(II) 資助出售房屋單位或其任何部分，或其中的任何權益，或附於該地段的不分割份數將被視作在資助出售房屋單位由承批人以首份轉讓契據轉讓予資助出售房屋業主當日轉讓予受讓人，且此特別條款第(b)至(g)分條將適用於受讓人；及

(III) 資助出售房屋業主（或其遺產或產業）及受讓人須承擔所有有關該轉讓的費用，包括承批人批核轉讓契據的費用及開支及承批人批核此特別條款第(g)(ii)(I)分條所述轉讓契據的格式所產生的法律費用。

(h) 當資助出售房屋業主向政府繳付補價（由承批人代政府收取）時，此特別條款第(b)、(c)、(d)、(e)、(f)及(g)分條將無效及停止對其資助出售房屋單位之影響。

(i) 即使此特別條款第(d)、(f)及(g)分條另有相反規定，承批人根據此特別條款給予或作出任何批准、核證或提名或行使任何酌情權，將受限於運輸及房屋局局長不時施加的條款及條件（如有）。」

21. 收回土地

特別條款第(34)條

「如為改善香港或其他公共目的所需（香港行政長官就此的決定為定論），政府在向承批人發出十二個曆月的書面通知此目的所需後有全權收回、重新進入及重新管有該地段或其任何部分；當行使此權力時承批人於該被收回的土地之批租期將停止、終止及無效，承批人須於通知期屆滿後離開及交回該被收回的土地及其上的建築物之管有權。當行使此收回權力時政府僅須向承批人繳付以下賠償：

(a) 就該被收回的土地 - 以下兩者中取較小之數：(i)(第一）承批人為該收回土地繳付之地價與（第二）署長認為承批人合理地為上述土地的平整工程而支出之金額總和的五十分之一，乘以收回土地日期時該批租期未完的完整年期數

expended by the Grantee on the site formation of the said land, multiplied by the number of complete years in the portion of the said term unexpired at the date of resumption, or (ii) such sum as the Director shall on a fair and impartial valuation, having regard to the unexpired portion of the said term, certify to be the market value of such land as at the date of resumption; and

(b) in respect of any building or part of any building lawfully erected on the land resumed - such sum as the Director shall on a fair and impartial valuation, having regard to the unexpired portion of the said term, certify to be the market value, as at the date of resumption, of the said building or part thereof provided that if at the date of resumption the lot is then held by more than one owner in undivided shares or interests and there shall not have been paid to the Grantee (which expression for the purpose of this Special Condition shall not include the Grantee's assigns) in respect of such share or interest the Premium referred to in Special Condition No. (32)(e)(i) hereof as the case may be, there shall be deducted from the compensation payable hereunder in respect of such undivided share or interest the Premium referred to in Special Condition No. (32)(e)(i) hereof or in the event of a part only of the lot being resumed a due proportion thereof."

目；或(ii)署長須就該收回土地之未完的批租期公平及客觀地估值以核證該收回土地於收回日期時之市值；及

(b) 就該被收回的土地上合法興建的任何建築物或其部分 - 署長須就該收回土地上之建築物或其部分之未完的批租期公平及客觀地估值以核證該收回土地上之建築物或其部分於收回日期時之市值，惟若於收回日期時該地段之不分割份數或權益由多過一名業主持有，而就該不分割份數或權益並未向承批人（就此特別條款而言，承批人一詞不包括其受讓人）繳付特別條款第(32)(e)(i)條所指之補價（視乎情況而定），須於賠償中扣除特別條款第(32)(e)(i)條就該不分割份數或權益所指之補價，或僅在該地段一部分被收回之情況下按比例扣除補價。」

22. Temporary Turnaround Facilities

Special Condition No. (38)

"The Grantee shall on or before the 31st day of March, 2027 (or such other date as may be approved by the Director) and until the completion of the Future Public Road referred to in Special Condition No. (3) hereof, at his own expense and subject to such conditions as may be imposed by the Commissioner for Transport at all times provide and maintain in all respects to the satisfaction of the Commissioner for Transport, in such position within the lot as the Commissioner for Transport shall approve such temporary turnaround facility or facilities for all Government and public vehicular traffic accessible by motor vehicles of not more than 12 metres in length."

22. 臨時調頭設施

特別條款第(38)條

「承批人須於2027年3月31日或其他署長可能批准的日期或之前直至特別條款第(3)條所指的未來公共道路完成為止，於所有時間自費及受限於運輸署署長施加的條件下及使運輸署署長在各方面滿意下在該地段內以運輸署署長批准的位置提供及維持一項或多項供長度不超過12米的政府及公眾汽車通行使用之臨時調頭設施。」

23. Parking Requirements

Special Condition No. (39)

"(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Public Rental Housing Units and their bona fide guests, visitors or invitees (hereinafter referred to as "the PRH Residential Parking Spaces") at a rate of not less than one space for every 46 Public Rental Housing Units or part thereof and not more than one space for every 31 Public Rental Housing Units or part thereof or at such other rates as may be approved in writing by the Director.

23. 停車要求

特別條款第(39)條

「(a) (i) 該地段內須提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於公共租住房屋單位的住客及其真實來賓、訪客或受邀人的汽車停泊之用（下稱「公共租住房屋住宅停車位」），以使署長滿意，而提供公共租住房屋住宅停車位之比率以每46個公共租住房屋單位或其部分提供不少於一個停車位及每31個公共租住房屋單位或其部分提供不多於一個停車位，或其他署長書面批准之比率。

(ii) For the purpose of calculating the number of spaces to be provided under sub-clause (a)(i) of this Special Condition, the Public Rental Housing Units for accommodating one to two persons only shall be excluded and the determination of the Director as to what constitutes the Public Rental Housing Units for accommodating one to two persons only under this Special Condition shall be final and binding on the Grantee.

(b) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Senior Citizen Residential Units and their bona fide guests, visitors or invitees (hereinafter referred to as **"the SEN Residential Parking Spaces"**) at a rate of not less than one space for every 20 Senior Citizen Residential Units or part thereof and not more than one space for every 8 Senior Citizen Residential Units or part thereof or at such other rates as may be approved in writing by the Director.

(c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the SSF Units and their bona fide guests, visitors or invitees (hereinafter referred to as **"the SSF Residential Parking Spaces"**) at a rate to be calculated by reference to the respective size of the SSF Units as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

Size of each SSF Unit	Number of the SSF Residential Parking Spaces to be provided
Less than 40 square metres	Not less than one space for every 33 SSF Units or part thereof and not more than one space for every 22 SSF Units or part thereof
Not less than 40 square metres but less than 70 square metres	Not less than one space for every 19 SSF Units or part thereof and not more than one space for every 13 SSF Units or part thereof
Not less than 70 square metres but less than 100 square metres	Not less than one space for every 6 SSF Units or part thereof and not more than one space for every 4 SSF Units or part thereof

(ii) 就計算根據此特別條款第(c)(i)分條提供之停車位數目而言，將不計算僅容納一至兩人之公共租住房屋單位，署長就此特別條款下何謂僅容納一至兩人之公共租住房屋單位的決定為最終決定並對承批人有約束力。

(b) 該地段內須提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於年長者居住單位的住客及其真實來賓、訪客或受邀人的汽車停泊之用（下稱「**年長者住宅停車位**」），以使署長滿意，而提供年長者住宅停車位之比率以每20個年長者居住單位或其部分提供不少於一個停車位及每8個年長者居住單位或其部分提供不多於一個停車位，或其他署長書面批准之比率。

(c) (i) 該地段內須提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於資助出售房屋單位的住客及其真實來賓、訪客或受邀人的汽車停泊之用（下稱「**資助出售房屋住宅停車位**」），以使署長滿意，而提供資助出售房屋住宅停車位之比率以以單位之相應大小作指標計算，並於下表列出（除非署長同意採用與下表所列者不同之住宅停車位比率或數量）：

每個資助出售房屋單位的大小	將提供的資助出售房屋住宅停車位數目
少於40平方米	每33個資助出售房屋單位或其部分提供不少於一個停車位及每22個資助出售房屋單位或其部分提供不多於一個停車位
不少於40平方米但少於70平方米	每19個資助出售房屋單位或其部分提供不少於一個停車位及每13個資助出售房屋單位或其部分提供不多於一個停車位
不少於70平方米但少於100平方米	每6個資助出售房屋單位或其部分提供不少於一個停車位及每4個資助出售房屋單位或其部分提供不多於一個停車位

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

(I) the gross floor area in respect of a SSF Unit, exclusively used and enjoyed by the resident of that SSF Unit, which shall be measured from the exterior of the enclosing walls or parapet of such SSF Unit except where such enclosing walls separate two adjoining SSF Units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such SSF Unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (9)(c) hereof; and

(II) the pro-rata gross floor area of the SSF Residential Common Area (as hereinafter defined) in respect of a SSF Unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the SSF Units, outside the enclosing walls of the SSF Units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (9)(c) hereof (which residential common area is hereinafter referred to as **"the SSF Residential Common Area"**) shall be apportioned to a SSF Unit by the following formula:

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

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the SSF Units shall be provided within the lot to the satisfaction of the Director, at the following rates:

(I) if more than 75 SSF Units are provided in any block of SSF Units erected or to be erected on the lot, at a rate of not less than one space and not more than 5 spaces for every such block of SSF Units, or

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

(ii) 就此特別條款第(c)(i)分條而言，將提供的資助出售房屋住宅停車位總數須等於此特別條款第(c)(i)分條之表格中列明的每個資助出售房屋單位相應大小作指標計算之資助出售房屋住宅停車位相應數目的總和，另外就此等條款而言，「每個資助出售房屋單位的大小」一詞的總樓面面積指以下(I)及(II)之和：

(I) 由該資助出售房屋單位的住客所獨家使用及享用之資助出售房屋單位總樓面面積，該面積須從該資助出售房屋圍封牆或護牆的外圍開始量度（除非該圍封牆分隔兩個相連單位，在該情況下則須從該圍封牆的中間開始量度），並須包括該資助出售房屋單位內的內部間隔及支柱，但為免生疑問，須排除該單位內所有於特別條款第(9)(c)條中規定不得納入總樓面面積計算之樓面面積；及

(II) 按比例計入有關資助出售房屋單位的資助出售房屋住宅公用地方（於下文定義）的總樓面面積，在計算時，住宅公用地方（指位於資助出售房屋單位圍封牆外予資助出售房屋單位的住客所共同使用及享用的住宅公用地方，但為免生疑問，不包括所有於特別條款第(9)(c)條中規定不得納入總樓面面積的計算之樓面面積）（該住宅公用地方下稱「**資助出售房屋住宅公用地方**」）的整體總樓面面積將按下列公式按比例計入資助出售房屋單位：

$$\text{資助出售房屋住宅公用地方整體總樓面面積} \times \frac{\text{有關資助出售房屋單位根據此特別條款第(c)(ii)(I)分條計算的總樓面面積}}{\text{所有資助出售房屋單位根據此特別條款第(c)(ii)(I)分條計算的整體總樓面面積}}$$

(iii) 該地段內須提供額外停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於資助出售房屋單位之住客的真實來賓、訪客或受邀人的汽車停泊之用，以使署長滿意，比率如下：

(I) 如任何已建或擬建在該地段內的資助出售房屋單位大廈提供超過75個資助出售房屋單位，則須於每幢該等資助出售房屋單位大廈提供不少於一個停車位及不多於5個停車位，或

(II) 或其他署長批准之比率。

(d) The spaces provided under sub-clauses (a)(i), (b), (c)(i) and (c)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(e) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at a rate of not less than one space for every 50 square metres or part thereof and not more than one space for every 40 square metres or part thereof of the first 2,000 square metres of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding, godown, hotel, petrol filling station and residential) purposes and not less than one space for every 200 square metres or part thereof and not more than one space for every 150 square metres or part thereof of the remaining gross floor area to be used for such purposes or at such other rates as may be approved in writing by the Director.

(iii) The spaces provided under sub-clause (e)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purpose stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(f) (i) Out of the spaces provided under sub-clauses (a)(i), (b), (c)(i), (c)(iii) and (e)(i) of this Special Condition, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as **"the Parking Spaces for the Disabled Persons"**) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (c)(iii) of this Special Condition and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (c)(iii) of this Special Condition to become the Parking Spaces for the Disabled Persons.

(ii) The Parking Spaces for the Disabled Persons shall be located at such position and level as shall be approved in writing by the Director.

(d) 根據此特別條款第(a)(i)、(b)、(c)(i)及(c)(iii)分條提供的停車位不得用作該等分條分別規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(e) (i) 該地段內須提供停車位，供停泊已建或擬建在該地段內首2,000平方米總樓面面積作非工業（不包括貨倉、酒店、加油站及住宅）用途汽車，以使署長滿意，提供停車位之比率以每50平方米或其部分提供不少於一個停車位及每40平方米或其部分提供不多於一個停車位，及餘下之總樓面面積作該等用途而提供之停車位比率以每200平方米或其部分提供不少於一個停車位及每150平方米或其部分提供不多於一個停車位，或其他署長書面批准之比率。

(iii) 根據此特別條款第(e)(i)分條提供的停車位不得用作供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或擬建在該地段內作該分條規定的用途的建築物之佔用人及其真實來賓、訪客或受邀人的汽車停泊以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(f) (i) 在根據此特別條款第(a)(i)、(b)、(c)(i)、(c)(iii)及(e)(i)分條提供的停車位中，承批人須依照建築事務監督的要求及批准保留及指定停車位數目，供傷殘人士停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之汽車（該等保留及指定之停車位下稱「**傷殘人士停車位**」），惟最少一個停車位須從此特別條款第(c)(iii)分條提供的停車位中保留及指定，但承批人不得保留及指定所有根據此特別條款第(c)(iii)分條提供的停車位作傷殘人士停車位。

(ii) 傷殘人士停車位須位於署長書面批准之位置及高度。

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

(g) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Public Rental Housing Units and their bona fide guests, visitors or invitees (hereinafter referred to as **"the PRH Residential Motor Cycle Parking Spaces"**) at a rate of not less than one space for every 250 Public Rental Housing Units or part thereof and not more than one space for every 110 Public Rental Housing Units or part thereof or at such other rates as may be approved in writing by the Director. If the number of spaces to be provided under this sub-clause (g)(i) is a decimal number, the same shall be rounded up to the next whole number.

(ii) The PRH Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (g)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(h) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the SSF Units and their bona fide guests, visitors or invitees (hereinafter referred to as **"the SSF Residential Motor Cycle Parking Spaces"**) at a rate of not less than one space for every 150 SSF Units or part thereof and not more than one space for every 100 SSF Units or part thereof or at such other rates as may be approved in writing by the Director. If the number of spaces to be provided under this sub-clause (h)(i) is a decimal number, the same shall be rounded up to the next whole number.

(ii) The SSF Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (h)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(iii) 傷殘人士停車位不得用作供根據《道路交通條例》、其任何附屬規例及任何修訂法例定義之傷殘人士停泊屬於已建或擬建在該地段內的建築物之住客或佔用人及其真實來賓、訪客或受邀人的汽車以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(g) (i) 該地段內須提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於公共租住房屋單位的住客及其真實來賓、訪客或受邀人的電單車停泊之用（下稱「**公共租住房屋住宅電單車停車位**」），以使署長滿意，而提供公共租住房屋住宅電單車停車位之比率以每250個公共租住房屋單位或其部分提供不少於一個停車位及每110個公共租住房屋單位或其部分提供不多於一個停車位，或其他署長書面批准之比率。若根據此特別條款第(g)(i)分條須提供的停車位數目為小數，則須將其上調至下一個整數。

(ii) 公共租住房屋住宅電單車停車位不得用作此特別條款第(g)(i)分條列出的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(h) (i) 該地段內須提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於資助出售房屋單位的住客及其真實來賓、訪客或受邀人的電單車停泊之用（下稱「**資助出售房屋住宅電單車停車位**」），以使署長滿意，而提供資助出售房屋住宅電單車停車位之比率以每150個資助出售房屋單位或其部分提供不少於一個停車位及每100個資助出售房屋單位或其部分提供不多於一個停車位，或其他署長書面批准之比率。若根據此特別條款第(h)(i)分條須提供的停車位數目為小數，則須將其上調至下一個整數。

(ii) 資助出售房屋住宅電單車停車位不得用作此特別條款第(h)(i)分條列出的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(i) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purpose stipulated in sub-clause (e)(i) of this Special Condition and their bona fide guests, visitors or invitee at a rate of not less than 5 percent and not more than 10 percent of the total number of spaces required to be provided under sub-clause (e)(i) of this Special Condition. If the number of spaces to be provided under this sub-clause (i)(i) is a decimal number, the same shall be rounded up to the next whole number.

(ii) The spaces provided under sub-clause (i)(i) of this Special Condition shall not be used for any purpose other than for the purpose set out in sub-clause (i)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(j) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of light goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Public Rental Housing Units and their bona fide guests, visitors or invitees (hereinafter referred to as **"the PRH LGV Parking Spaces"**) at a rate of not less than one space for every 600 Public Rental Housing Units or part thereof and not more than one space for every 200 Public Rental Housing Units or part thereof or at such other rates as may be approved in writing by the Director. If the number of spaces to be provided under this sub-clause (j)(i) is a decimal number, the same shall be rounded up to the next whole number.

(ii) The PRH LGV Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (j)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(k) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of light goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the Senior Citizen Residential Units and their bona fide guests, visitors or invitees (hereinafter referred to as "the SEN LGV Parking Spaces") at a rate of one space for every 100 Senior Citizen Residential Units or part thereof or at such other rates as may be approved in writing by the Director. If the number of spaces to be provided under this sub-clause (k)(i) is a decimal number, the same shall be rounded up to the next whole number.

(i) (i) 該地段內須提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或擬建在該地段內作此特別條款第(e)(i)分條規定的用途的建築物之佔用人及其真實來賓、訪客或受邀人的電單車停泊之用，以使署長滿意，而提供電單車停車位之比率以不少於此特別條款第(e)(i)分條要求之停車位總數的百分之五及不多於其百分之十。若根據此特別條款第(i)(i)分條須提供的停車位數目為小數，則須將其上調至下一個整數。

(ii) 根據此特別條款第(i)(i)分條提供的停車位不得用作此特別條款第(i)(i)分條列出的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(j) (i) 該地段內須提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於公共租住房屋單位的住客及其真實來賓、訪客或受邀人的輕型貨車停泊之用（下稱「**公共租住房屋輕型貨車停車位**」），以使署長滿意，而提供公共租住房屋輕型貨車停車位之比率以每600個公共租住房屋單位或其部分提供不少於一個停車位及每200個公共租住房屋單位或其部分提供不多於一個停車位，或其他署長書面批准之比率。若根據此特別條款第(j)(i)分條須提供的停車位數目為小數，則須將其上調至下一個整數。

(ii) 公共租住房屋輕型貨車停車位不得用作此特別條款第(j)(i)分條列出的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(k) (i) 該地段內須提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於年長者居住單位的住客及其真實來賓、訪客或受邀人的輕型貨車停泊之用（下稱「年長者住宅輕型貨車停車位」），以使署長滿意，而提供年長者住宅輕型貨車停車位之比率以每100個年長者居住單位或其部分提供一個停車位，或其他署長書面批准之比率。若根據此特別條款第(k)(i)分條須提供的停車位數目為小數，則須將其上調至下一個整數。

(ii) The SEN LGV Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (k)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(l) One space shall be provided within the lot for every block of Senior Citizen Residential Units to the satisfaction of the Director for the parking of light bus licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and for the exclusive use of the residents of the Senior Citizen Residential Units and their bona fide guests, visitors or invitees, such space to be located adjacent to or within each block of the Senior Citizen Residential Units and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(m) One space shall be provided within the lot to the satisfaction of the Director for the parking of light bus licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and for the exclusive use of the operator of the self-financing RCHE and their bona fide guests, visitors or invitees (hereinafter referred to as **"the self-financing RCHE Parking Space"**), such space to be located adjacent to the self-financing RCHE and in particular the said space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(n) One space shall be provided within the lot to the satisfaction of the Director for the parking of light bus licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and for the exclusive use of the operator of the RCHE and their bona fide guests, visitors or invitees (hereinafter referred to as "the RCHE Parking Space"), such space to be located adjacent to the RCHE and in particular the said space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(o) (i) Subject to sub-clause (o)(ii) of this Special Condition, one lay-by shall be provided within the lot for every block of Senior Citizen Residential Units to the satisfaction of the Director for the loading and unloading of ambulance and for the exclusive use of the residents or occupiers of the Senior Citizen Residential Units and their bona fide guests, visitors or invitee and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(ii) 年長者住宅輕型貨車停車位不得用作此特別條款第(k)(i)分條列出的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(l) 每幢年長者居住單位大廈須提供一個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於年長者居住單位的住客及其真實來賓、訪客或受邀人獨家使用的小型巴士停泊之用，以使署長滿意，而該停車位須毗鄰或位於每幢年長者居住單位大廈之內，及其中特別禁止該停車位用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(m) 該地段內須提供一個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於自負盈虧安老院的營運者及其真實來賓、訪客或受邀人獨家使用的小型巴士停泊之用（下稱「**自負盈虧安老院停車位**」），以使署長滿意，而該小型巴士停車位須毗鄰自負盈虧安老院，及其中特別禁止該停車位用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(n) 該地段內須提供一個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於安老院的營運者及其真實來賓、訪客或受邀人獨家使用的小型巴士停泊之用（下稱「安老院停車位」），以使署長滿意，而該停車位須毗鄰安老院，及其中特別禁止該停車位用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(o) (i) 受限於此特別條款第(o)(ii)分條，該地段內每幢年長者居住單位大廈須提供一個路旁停車處，供救護車上落客及年長者居住單位的住客或佔用人及其真實來賓、訪客或受邀人獨家使用，以使署長滿意，及其中特別禁止該等停車位用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(ii) Out of the lay-bys provided under sub-clause (o)(i) of this Special Condition, one lay-by shall be provided at such location as the Director of Social Welfare shall require or approve for the shared use of the occupiers of the self-financing RCHE and the RCHE and their bona fide guests, visitors or invitee.

(p) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i), (b), (c)(i), (c)(iii) and (e)(i) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(ii) The dimension of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.

(iii) Each of the spaces provided under sub-clause (g), (h) and (i) of this Special Condition shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

(iv) Each of the spaces provided under sub-clause (j) and (k) of this Special Condition shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres.

(v) Each of the spaces provided under sub-clauses (l), (m) and (n) of this Special Condition shall measure 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres.

(vi) Each of the spaces provided under sub-clause (o) of this Special Condition shall measure 3.0 metres in width and 9.0 metres in length."

Special Condition No. (45)

"The spaces provided within the lot in accordance with Special Conditions Nos. (39)(c)(iii), (39)(f) and (39)(o) hereof shall be designated as and form part of the Common Areas."

24. Loading and Unloading Requirements and Overnight Public Parking

Special Condition No. (40)(a)-(c), (e)-(i)

"(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rate:

(i) one space for every block of the Public Rental Housing Units, such loading and unloading space to be located adjacent to or within each block of the Public Rental Housing Units;

(ii) not less than one space and not more than two spaces for every block of the Senior Citizen Residential Units, such loading and unloading space or spaces to be located adjacent to or within each block of the Senior Citizen Residential Units;

(ii) 此特別條款第(o)(i)分條提供的路旁停車處之中，其中一個須按社會福利署署長要求或批准的位置提供，供自負盈虧安老院及安老院的佔用人及其真實來賓、訪客或受邀人共同享用。

(p) (i) 除傷殘人士停車位外，每個根據此特別條款第(a)(i)、(b)、(c)(i)、(c)(iii)及(e)(i)分條提供的停車位須闊2.5米及長5.0米，並有最少2.4米淨空高度。

(ii) 每個傷殘人士停車位的尺寸須如建築事務監督要求及批准。

(iii) 每個根據此特別條款第(g)、(h)及(i)分條提供的停車位須闊1.0米及長2.4米，並有最少2.4米淨空高度或其他署長批准之最少淨空高度。

(iv) 每個根據此特別條款第(j)及(k)分條提供的停車位須闊3.5米及長7.0米，並有最少3.6米淨空高度。

(v) 每個根據此特別條款第(l)、(m)及(n)分條提供的停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度。

(vi) 每個根據此特別條款第(o)分條提供的停車位須闊3.0米及長9.0米。」

特別條款第(45)條

「該地段內根據特別條款第(39)(c)(iii)、(39)(f)及(39)(o)條提供的停車位須被指定為並構成公用地方的一部分。」

24. 上落客貨要求及通宵公眾停車場

特別條款第(40)(a)至(c)、(e)至(i)條

「(a) 該地段內須以下列比率提供停車位供上落客貨車輛之用並使署長滿意：

(i) 每幢公共租住房屋單位大廈提供一個停車位，而該上落客貨停車位須毗鄰或位於每幢公共租住房屋單位大廈之內；

(ii) 每幢年長者居住單位大廈提供不少於一個但不多於兩個停車位，而該等上落客貨停車位須毗鄰或位於每幢年長者居住單位大廈之內；

(iii) one space for every block of the SSF Units, such loading and unloading space to be located adjacent to or within each block of the SSF Units;

(iv) not less than one space for every 1,200 square metres or part thereof and not more than one space for every 800 square metres or part thereof of the gross floor area of the Commercial Portion. Of the spaces provided under this sub-clause (a)(iv), 65 percent shall be used for the loading and unloading of light goods vehicles and 35 percent shall be used for the loading and unloading of heavy goods vehicles provided that if the spaces so calculated is not a whole number, the Director may at his absolute discretion round up or round down the number to a whole number.

(b) (i) Each of the spaces provided under sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition and each of the spaces provided under sub-clause (a)(iv) of this Special Condition for the loading and unloading of heavy goods vehicles shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Subject to sub-clause (c) of this Special Condition, such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation in connection with the building or buildings referred to respectively in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(ii) Each of the spaces provided under sub-clause (a)(iv) of this Special Condition for the loading and unloading of light goods vehicles shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. Subject to sub-clause (c) of this Special Condition, such spaces shall not be used for any purpose other than for the loading and unloading of light goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation in connection with the building or buildings referred to in sub-clause (a)(iv) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(c) Notwithstanding sub-clause (b) of this Special Condition, all the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition shall be made available to all members of the public at all times for short term parking on an hourly basis between 8:00 p.m. to 8:00 a.m. daily or at such other hours or on such other basis as may be approved in writing by the Commissioner for Transport. The Grantee shall at all reasonable times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition or any part or parts thereof.

(iii) 每幢資助出售房屋單位大廈提供一個停車位，而該上落客貨停車位須毗鄰或位於每幢資助出售房屋單位大廈之內；

(iv) 商業部分之總樓面面積每1,200平方米或其部分不少於一個停車位及每800平方米或其部分不多於一個停車位。在根據此特別條款第(a)(iv)分條提供的停車位中，百分之六十五供輕型貨車作上落客貨之用及百分之三十五供重型貨車作上落客貨之用，惟若計算出的停車位數目不是整數，署長可據其絕對酌情權將其上調或下調至下一個整數。

(b) (i) 每個根據此特別條款第(a)(i)、(a)(ii)及(a)(iii)分條提供的停車位及每個根據此特別條款第(a)(iv)分條提供的供重型貨車作上落客貨用途的停車位須闊3.5米及長11.0米，並有最少4.7米淨空高度。受限於此特別條款第(c)分條，該等停車位不得用作與上述特別條款分條分別所提的建築物有關的並根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之貨車作上落客貨用途以外的任何其他用途，及其中特別禁止該等停車位用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(ii) 每個根據此特別條款第(a)(iv)分條提供的供輕型貨車作上落客貨用途的停車位須闊3.5米及長7.0米，並有最少3.6米淨空高度。受限於此特別條款第(c)分條，該等停車位不得用作與此特別條款第(a)(iv)分條所提的建築物有關的並根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之輕型貨車作上落客貨用途以外的任何其他用途，及其中特別禁止該等停車位用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(c) 即使此特別條款第(b)分條另有規定，此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供的所有上落客貨停車位須於所有時間每天下午八時至上午八時以時租形式或獲運輸署署長書面批准之其他時間或形式，供所有公眾人士作短期停泊汽車。承批人須在所有合理時間內准許所有公眾人士自由進出及通過該地段之部分或任何在該地段上已建或擬建的一幢或多幢建築物，以進出此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供的上落客貨停車位或其任何部分。

(e) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge, underlet or part with the possession of or otherwise dispose of the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may underlet the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition subject to the conditions as stipulated in sub-clause (c) of this Special Condition on condition that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit (whichever is the earlier) under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition, or part or parts thereof, to which such underletting relates.

(f) The Grantee (which expression for the purpose of this Special Condition shall not include the Grantee's assigns) shall at his expense at all times during the term hereby agreed to be granted uphold, maintain, repair, operate, conduct and manage the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the Commissioner for Transport.

(g) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition or any part or parts of the lot to the public for the right of passage.

(h) It is expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(e) 即使此等條款已獲遵從及符合以使署長滿意，除非承批人是根據此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條並受限於此特別條款第(c)分條規定出租上落客貨停車位，承批人不得轉讓、按揭、押記、出租、放棄管有或以其他方式處置此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供之上落客貨停車位或其任何部分或其中的任何權益（不論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議，惟條件是直至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例就此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供之上落客貨停車位或其任何部分發出佔用許可證或臨時佔用許可證之後，承批人才可開始出租有關停車位。

(f) 承批人（就此特別條款而言，「承批人」一詞不包括承批人之受讓人）須於此協定的批租期內的所有時間，以各方面依據所有有關公眾停車場及公眾停泊汽車及現時或任何時候在香港生效的條例、附屬法例及規例，自費維持、保養、維修、運作、處理及管理此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供之上落客貨停車位及其所有構成或附屬部分，以使運輸署署長滿意。

(g) 批地文件雙方明確同意、聲明及規定，在施加此特別條款第(c)分條下的責任時，承批人並無意圖而政府亦無同意將此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供之上落客貨停車位或該地段任何部分撥供公眾通行。

(h) 批地文件雙方明確同意、聲明及規定，承批人在此特別條款第(c)分條下的責任並不會導致任何有關在《建築物(規劃)規例》第22(1)條或其修訂或替代法例或其他條文下額外上蓋面積或地積比率寬免或權利的期望或申索。為免生疑問，承批人明確放棄任何及所有有關《建築物(規劃)規例》第22(1)條或其修訂或替代法例下額外上蓋面積或地積比率或其寬免或相關權利的申索。

(i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, agents, workmen or contractors arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition."

25. Public Vehicle Park

Special Condition No. (41)(a)-(g), (i)-(n)

"(a) In addition to the requirements to provide parking, loading and unloading spaces under and in accordance with Special Conditions Nos. (39) and (40), the Grantee shall on or before the 31st day of March, 2027 (or such other date as may be approved by the Director), at his own expense, in all respects to the satisfaction of the Director and in accordance with these Conditions and the Public Vehicle Park Layout Plan as referred to and approved under sub-clause (b) of this Special Condition, erect, construct, provide and maintain within the lot a public vehicle park (hereinafter referred to as **"the Public Vehicle Park"**). The Grantee shall provide within the Public Vehicle Park:

(i) 92 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres provided that out of the spaces so provided under this sub-clause (a)(i), such number of spaces shall be reserved and designated for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation as the Building Authority may require and approve on condition that a minimum of one space shall be so reserved and designated out of the spaces provided under this sub-clause (a)(i), and the dimension of each of the spaces so reserved and designated shall be as the Building Authority may require and approve;

(ii) 35 spaces for the parking of light goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and each of the spaces so provided shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres;

(iii) 35 spaces for the parking of medium goods vehicles or heavy goods vehicles both licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and each of the spaces so provided shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres; and

(i) 承批人須就承批人、其受僱人、代理人、工人或承辦商因履行承批人於此特別條款下的責任所作出或沒有作出的任何事情，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。」

25. 公眾停車場

特別條款第(41)(a)至(g)、(i)至(n)條

「(a) 除根據特別條款第(39)及(40)條要求提供停車位與上落客貨停車位外，承批人須於2027年3月31日或其他署長可能批准的日期或之前自費根據此等條款及此特別條款第(b)分條所指及獲批准的公眾停車場布局圖於該地段內搭建、興建、提供及保養公眾停車場（下稱「**公眾停車場**」）並使署長在各方面滿意。承批人須於公眾停車場內提供：

(i) 92個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌的汽車停泊之用，而每個據此提供的停車位須闊2.5米及長5.0米，並有最少2.4米淨空高度。惟在根據此特別條款第(a)(i)分條提供的停車位中，承批人須依照建築事務監督的要求及批准保留及指定停車位數目，供傷殘人士停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之汽車，惟最少一個停車位須從此特別條款第(a)(i)分條提供的停車位中保留及指定，而每個保留及指定之停車位尺寸須依照建築事務監督的要求及批准；

(ii) 35個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌的輕型貨車停泊之用，而每個據此提供的停車位須闊3.5米及長7.0米，並有最少3.6米淨空高度；

(iii) 35個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌的中型貨車或重型貨車停泊之用，而每個據此提供的停車位須闊3.5米及長11.0米，並有最少4.7米淨空高度；及

(iv) 10 spaces for the parking of light buses licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation or coaches and each of the spaces so provided shall measure 3.5 metres in width and 12.0 metres in length with a minimum headroom of 3.8 metres.

(b) The Grantee shall within 24 calendar months from the date of this Agreement or such other extended period as may be approved by the Director submit or cause to be submitted to the Director for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the Director (hereinafter referred to as **"the Public Vehicle Park Layout Plan"**). The parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the Public Vehicle Park Layout Plan approved by the Director under this sub-clause (b) and in all respects to the satisfaction of the Director. The Grantee shall maintain the spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the Public Vehicle Park Layout Plan approved by the Director under this sub-clause (b) and shall not alter the layout except with the prior written consent of the Director.

(c) No floor or floors or level or levels of the Public Vehicle Park shall be served or accessible by any means of vehicular access except by such vehicular access as may be approved in writing by the Director.

(d) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any motor vehicle can be moved into or away from each parking space from or to the driveway or circulation areas without obstruction.

(e) The positions of the ingress and egress control points, drop gate, pay booth and access arrangement for the Public Vehicle Park shall be subject to the prior written approval of the Director.

(f) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle referred to in sub-clause (a) of this Special Condition shall have to queue or wait outside the lot to enter into the Public Vehicle Park.

(g) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times 24 hours a day (or at such other hours as may be approved by the Director) for short-term parking on hourly, daily or monthly basis or on such other basis as may be approved in writing by the Commissioner for Transport. The Grantee shall at all times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park or any part or parts thereof.

(iv) 10個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌的小型巴士，或旅遊巴士停泊之用，而每個據此提供的停車位須闊3.5米及長12.0米，並有最少3.8米淨空高度。

(b) 承批人須於本協議日期起計24個曆月內或其他署長可能批准的延長期限向署長提交或達致提交公眾停車場布局圖以供其書面批准，公眾停車場布局圖須標明停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區域及任何其他署長要求的範圍及空間之布局（下稱「**公眾停車場布局圖**」）。須根據此特別條款第(b)分條獲署長批准之公眾停車場布局圖而提供及布局停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區域及任何其他署長要求的範圍及空間，使署長在各方面滿意。承批人須根據此特別條款第(b)分條獲署長批准之公眾停車場布局圖維持停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區及任何其他署長要求的範圍及空間，未得署長事先書面同意，不得改動該布局。

(c) 除經署長書面批准之車輛進出通道外，不得使用或經由任何車輛進出通道進出公眾停車場之泊車樓層或層。

(d) 公眾停車場內提供之每個停車位均須直接面向車輛通道或有充足之流通區域，致使任何汽車可經車輛通道或流通區域駛進或駛離每個停車位而不受阻礙。

(e) 公眾停車場之進出管制站、柵欄、繳費處及通道安排之位置須由署長事先書面批准。

(f) 公眾停車場布局之設計須使此特別條款第(a)分條所指的汽車進入公眾停車場時毋須於該地段外排隊或等候。

(g) 公眾停車場提供的所有停車位須於一天24小時（或獲署長批准之其他時間）以時租、日租或月租形式或獲運輸署署長書面批准之其他形式，供所有公眾人士作短期停泊汽車。承批人須於所有時間內准許所有公眾人士自由進出及通過該地段之部分或任何在該地段上已建或擬建之一幢或多幢建築物，以進出公眾停車場或其任何部分。

(i) The parking spaces provided within the Public Vehicle Park shall not be used for any purpose other than for the parking of motor vehicles, light goods vehicles, medium goods vehicles, heavy goods vehicles and light buses licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and coaches respectively referred to therein and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(j) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Vehicle Park or any part or parts of the lot to the public for the right of passage.

(k) It is expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(l) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, agents, workmen or contractors arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition.

(m) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may underlet the parking spaces within the Public Vehicle Park subject to the conditions as stipulated in sub-clauses (g) and (i) of this Special Condition on condition that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit (whichever is the earlier) under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the parking spaces within the Public Vehicle Park, or part or parts thereof, to which such underletting relates.

(i) 每個公眾停車場內提供的停車位不得用作其分別所指的根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之汽車、輕型貨車、中型貨車、重型貨車及小型巴士，以及旅遊巴士停泊以外的任何其他用途，其中特別禁止公眾停車場或其任何部分用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(j) 批地文件雙方明確同意、聲明及規定，在向承批人施加此特別條款第(g)分條下的責任時，承批人並無意圖而政府亦無同意將公眾停車場或該地段任何部分撥供公眾通行。

(k) 批地文件雙方明確同意、聲明及規定，承批人在此特別條款第(g)分條下的責任並不會導致任何有關在《建築物(規劃)規例》第22(1)條或其修訂或替代法例或其他條文下額外上蓋面積或地積比率寬免或權利的期望或申索。為免生疑問，承批人明確放棄任何及所有有關《建築物(規劃)規例》第22(1)條或其修訂或替代法例下額外上蓋面積或地積比率或其寬免或相關權利的申索。

(l) 承批人須就承批人、其受僱人、代理人、工人或承辦商因履行承批人於此特別條款下的責任所作出或沒有作出的任何事情，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。

(m) 即使此等條款已獲遵從及符合以使署長滿意，除非承批人是受限於此特別條款第(g)及(i)分條規定出租公眾停車場內的停車位，承批人不得轉讓、按揭、押記、出租、放棄管有或以其他方式處置公眾停車場或其任何部分或其中的任何權益（不論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議，惟條件是直至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出涵蓋公眾停車場內與該等出租有關的停車位之佔用許可證或臨時佔用許可證（以較早者為準）之後，承批人才可開始進行該等出租。

(n) The Grantee (which expression for the purpose of this Special Condition shall not include the Grantee's assigns) shall at his expense at all times during the term hereby agreed to be granted uphold, maintain, repair, operate, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the Commissioner for Transport."

26. Restriction on Alienation of SSF Residential Parking Spaces and SSF Residential Motor Cycle Parking Spaces

Special Condition No. (31)(d)

"(d) Notwithstanding any provision contained in these Conditions, the Grantee may underlet any of the SSF Residential Parking Spaces as referred to in Special Condition No. (39)(c)(i) and SSF Residential Motor Cycle Parking Spaces as referred to in Special Condition No. (39)(h)(i) hereof on the condition that the tenancy or lease complies with the following terms and conditions:

(i) any tenancy or lease created shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit (whichever is the earlier) under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;

(ii) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and

(iii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions."

Special Condition No. (43)

"(a) Whether before or after these Conditions shall have been observed and complied with to the satisfaction of the Director, the SSF Residential Parking Spaces and the SSF Residential Motor Cycle Parking Spaces shall not be:

(i) assigned except

(I) together with undivided shares in the lot giving the right of exclusive use and possession of a SSF Unit or SSF Units; or

(II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a SSF Unit or SSF Units; or

(ii) underlet except to residents of the SSF Units.

Provided that in any event not more than one in number of the total of the SSF Residential Parking Spaces and one in number of the total of the SSF Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one SSF Unit.

(b) Sub-clause (a) of this Special Condition shall not apply to the Parking Spaces for the Disabled Persons."

(n) 承批人（就此特別條款而言，「承批人」一詞不包括承批人之受讓人）須於此協定的批租期內的所有時間，以各方面依據所有有關公眾停車場及公眾停泊汽車及現時或任何時候在香港生效的條例、附屬法例及規例，自費維持、保養、維修、運作、處理及管理公眾停車場及其所有構成或附屬部分，以使運輸署署長滿意。」

26. 資助出售房屋住宅停車位及資助出售房屋住宅電單車停車位的轉讓限制

特別條款第(31)(d)條

「(d) 即使此等條款條文另有規定，承批人可出租特別條款第(39)(c)(i)條所指的任何資助出售房屋住宅停車位，及特別條款第(39)(h)(i)條所指的任何資助出售房屋住宅電單車停車位，惟該租賃或批租須符合以下條款及條件：

(i) 直至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出涵蓋與該租賃或批租有關之建築物或其部分之佔用許可證或臨時佔用許可證（以較早者為準）之後，才可開始進行任何出租或批租；

(ii) 租約或批租或租賃協議或租契協議容許之用途須符合此等條款；及

(iii) 租約或批租或租賃協議或租契協議之條款及條件不得違反此等條款。」

特別條款第(43)條

「(a) 不論在此等條款已獲遵從及符合以使署長滿意之前或之後，資助出售房屋住宅停車位及資助出售房屋住宅電單車停車位不得：

(i) 轉讓，除非

(I) 連同賦予就該地段之資助出售房屋單位的獨家使用及管有權的不分割份數一併轉讓；或

(II) 予一名已擁有賦予就該地段之資助出售房屋單位的獨家使用及管有權的不分割份數的人士；或

(ii) 出租，除非租予該地段之資助出售房屋單位的住客。

惟在任何情況下，不得把超過一個的資助出售房屋住宅停車位及超過一個的資助出售房屋住宅電單車停車位轉讓予一個資助出售房屋單位的業主或出租予一個資助出售房屋單位的住客。

(b) 此特別條款第(a)分條不適用於傷殘人士停車位。」

27. Deposit of Car Park Layout Plan

Special Condition No. (46)

"A plan approved by the Director (including the Public Vehicle Park Layout Plan approved by the Director under Special Condition No. (41)(b) hereof) indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (39), (40) and (41) hereof, or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except for the assignment and delivery of vacant possession of the Government accommodation respectively under Special Conditions Nos. (17) and (19) hereof and a tenancy agreement or lease or an agreement for such tenancy or lease under Special Conditions Nos. (31)(b), (31)(c) and (31)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The parking, loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (39), (40) and (41) hereof. The Grantee shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes."

28. Cutting Away

Special Condition No. (48)(a), (c) and (d)

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

27. 存放停車場布局圖

特別條款第(46)條

「承批人須將經署長批准並顯示所有根據特別條款第(39)、(40)及(41)條在該地段內提供的停車位及上落客貨停車位布局的圖則(包括署長根據特別條款第(41)(b)條批准之公眾停車場布局圖)或由認可人士(按《建築物條例》、其任何附屬規例及任何修訂法例定義)核證的該圖則複本送交予署長存放。任何影響該地段或其任何部分或任何在其上已建或擬建的建築物或其部分的交易均不得在上述圖則如此送交予署長存放之前進行(根據特別條款第(17)及(19)條分別之政府樓宇轉讓及交付政府樓宇之空置管有權,及根據特別條款第(31)(b)、(31)(c)及(31)(d)條之租賃協議或租約或有關該等租賃協議或租約之協議或其他署長可能批准的交易除外)。於上述經批准圖則內顯示的停車位及上落客貨停車位不得用作於特別條款第(39)、(40)及(41)條分別列明的用途以外的任何其他用途。承批人須根據上述批准圖則保養停車位及上落客貨停車位及其他空間,包括但不限於升降機、樓梯平台及機動及流通區,亦不得在未獲署長事先書面同意下改動其布局。除了上述經批准圖則顯示的停車位外,該地段或其上之任何建築物或構築物之任何部分皆不得作車輛停泊之用。」

28. 削土工程

特別條款第(48)(a)、(c)及(d)條

「(a) 如該地段或任何政府土地內現時或以往曾經進行過任何削土、移土或土地後移工程、或堆積或堆填或任何類型的斜坡處理工程,不論是否獲署長事先書面同意,而該等工程是為了或關乎該地段或其任何部分的形成、平整或發展的目的或承批人按此等條款而須要完成的工程的目的或其他任何的目的,承批人須自費進行及建造該等斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程,以保護和支撐該地段內的土地及任何毗鄰或毗連的政府土地或已批租土地,同時避免及防止其後發生滑土、山泥傾瀉或地陷。承批人應時刻在此協定的整個批租期內自費保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程,以保持其修繕妥當及良好狀態,以使署長滿意。

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government, its agents and contractors from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.

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

(c) 若承批人進行的形成、平整、發展或其他工程或其他因素導致該地段或任何毗鄰或毗連政府或已批租土地發生任何滑土、山泥傾瀉或地陷，承批人須自費將其還原及修復以使署長滿意，並須就因此等滑土、山泥傾瀉或地陷，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府、其代理人及承辦商作出彌償及使其獲得彌償。

(d) 除此等條款內訂明有關違反此等條款而賦予的任何權利或補償外，署長有權以書面通知要求承批人進行、建造及保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、及排水或附屬或其他工程或要求將發生滑土、山泥傾瀉或地陷之處還原及修復。如承批人忽略或未能於指明時間內履行該通知內的要求，署長可立即執行及進行所需的工程，而承批人須在收到通知後按要求向政府償還相關費用，以及任何行政或專業費用和支出。」

29. Anchor Maintenance

Special Condition No. (50)

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

29. 保養地錨

特別條款第(50)條

「如該地段或其任何部分在開發或重建時已安裝預應力地錨，承批人須在該預應力地錨的整個使用周期自費進行定期維修和定期監察，以使署長滿意。承批人並須按署長不時絕對酌情的要求下，提供所有監察工程的報告及資料。如承批人忽略或未能執行指定的監察工程，署長可立即執行及進行該監察工程，而承批人須按要求向政府償還有關費用。」

30. Spoil and Debris

Special Condition No. (51)

"(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as **"the Waste"**) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as **"the Government properties"**), the Grantee shall at his own expense remove the Waste from and make good any damage done to the Government properties.

30. 廢土或泥頭碎礫

特別條款第(51)條

「(a) 若有來自該地段或任何受該處發展工程影響的其他地方之泥土、廢土、泥頭碎礫、建築廢物或建造物料（下稱「**廢物**」）堆積、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘、海床、污水渠、雨水渠或明渠或其他政府產業（下稱「**政府產業**」），承批人須自費將廢物從政府產業移除，並修復任何對政府產業造成的損害。承批人須就任何因堆積、沖下或傾倒該等廢物而導致私人產業受損害或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。

The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance to private property caused by such erosion, washing down or dumping.

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

(b) 即使此特別條款第(a)分條另有規定，署長可（但並非必須）在承批人要求時將廢物從政府產業移除，並修復任何對政府產業造成的損害，而承批人須按要求向政府支付有關費用。」

31. Damage to Services

Special Condition No. (52)

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

31. 對服務設施的損害

特別條款第(52)條

「承批人須時刻採取或達致採取一切恰當及足夠的謹慎、能力和預防措施，尤其是進行建造、保養、更新或修理工程（下稱「**建造及保養工程**」），以免損害、侵擾或阻礙該地段或其任何部分之上、上面、之下或毗鄰的任何政府或其他的現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（下統稱「**服務設施**」）。承批人須在進行任何建造及保養工程前按需要進行或達致進行妥善勘測及查詢，以確定服務設施的現有位置及水平高度，並須向署長提交建議書述明如何處理可能受建造及保養工程影響的服務設施，以獲取署長各方面的書面批准。承批人在署長書面批准建造及保養工程及上述的建議書前，不得展開任何工程。承批人須自費符合所有署長在作出上述批准時施加的任何要求，包括任何必需的改道、重鋪或還原工程的費用。如因建造及保養工程對該地段或其任何部分或任何服務設施造成任何損害、侵擾或阻礙，承批人須自費全面地進行修理、修復及還原工程，以使署長滿意（除署長另作選擇，明渠、污水渠、雨水渠或總水管之修復工程將由署長負責，而承批人則須在政府要求時支付有關工程的費用）。如承批人未能在該地段或其任何部分或任何服務設施展開任何所需的改道、重鋪、修理、修復及還原工程致使署長滿意，署長可展開任何其認為需要之改道、重鋪、修理、修復及還原工程，而承批人則須在政府要求時支付有關工程的費用。」

32. Drainage Reserve Area

Special Condition No. (53)

"(a) The Grantee acknowledges that as at the date of this Agreement there is an existing storm water drainage pipe of 600mm diameter within the area of drainage reserve shown coloured pink cross-hatched black and marked "D.R." on the plan annexed hereto (hereinafter referred to as **"the Drainage Reserve Area"**) . (Note 1)

(b) No building or structure or support for any building or structure shall be erected or constructed on, over, above, under, below or within the Drainage Reserve Area.

(c) Notwithstanding sub-clause (b) of this Special Condition, with the prior written consent of the Director and subject to such terms and conditions as he may impose, the Grantee may erect or permit to be erected on or over the Drainage Reserve Area:

(i) boundary walls or fences or both; and

(ii) a minor structure or structures

provided that if and when required by the Director, the Grantee shall at his own expense, within the period specified by or as required in an emergency and in all respects to the satisfaction of the Director, remove or demolish such boundary walls or fences or both or such structure or structures and reinstate the Drainage Reserve Area. If the Grantee fails to carry out such removal, demolition or reinstatement works within the period specified or as required in an emergency, the Director may carry out such works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

(d) For the purpose of this Special Condition, the decision of the Director as to what constitutes a minor structure or structures shall be final and binding on the Grantee.

(e) The Director and his officers, contractors, agents, workmen and any persons authorized by the Director (hereinafter collectively referred to as **"the Relevant Persons"**) with or without tools, equipment, plant, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the lot for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve Area (hereinafter referred to as **"the Utilities"**) which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or materials within the Drainage

32. 渠務專用範圍

特別條款第(53)條

「(a) 承批人確認在本協議日期當日，位於在此夾附的圖則上以粉紅色加黑交叉斜線顯示及以「D.R.」標示之渠務專用範圍（下稱「**渠務專用範圍**」）內存有一條直徑600毫米之雨水排水管道。(註1)

(b) 承批人不得在渠務專用範圍上、上方、之上、下面、之下或之內搭建或興建任何建築物或構築物或任何建築物或構築物的支撐物。

(c) 即使此特別條款第(b)分條另有規定，如獲署長事先書面同意並受限於其可施加之條款及條件，承批人可於渠務專用範圍上或上方搭建或准許搭建：

(i) 圍牆及/或圍欄；及

(ii) 小型構築物

如及當署長提出要求，承批人須自費於署長指定的期限內或因緊急情況所需移除或拆卸該等圍牆及/或圍欄或構築物及還原渠務專用範圍，並使署長在各方面滿意。如承授人未能於指定期限內或因緊急情況所需進行該等移除、拆卸或還原工程，署長可按其視為必要時進行該等工程，且承批人須按要求向政府支付該等工程的費用。

(d) 就此特別條款而言，署長就何謂小型構築物的決定為最終決定並對承批人有約束力。

(e) 在所有時間署長及其人員、承辦商、代理人、工人及任何獲署長授權之人士（下統稱「**有關人士**」），不論是否備有工具、設備、機械、機器或汽車，有權不受限制進入、離開及再進入該地段，以進行署長可要求或授權鋪設、視察、維修及保養經過或通過渠務專用範圍或其下面的排水渠、污水渠、渠道、排水設施及所有其他服務（下稱「**公用設施**」）的工程。任何可能阻塞公用設施或引致其超出荷載的物件或物料，不論性質為何，都不得放置於渠務專用範圍之內。倘若署長認為（其意見為最終意見並對承批人有約束力）渠務專用範圍內有物件或物料可能會阻塞公用設施或引致其超出荷載，署長有

Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or materials and to reinstate the Drainage Reserve Area. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency, the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

(f) Save in respect of the reinstatement of any trench excavated in the exercise of the rights and powers conferred under sub-clause (e) of this Special Condition, the Director and the Relevant Persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by the Director and the Relevant Persons of the right of unrestricted ingress, egress and regress and in laying, inspecting, repairing, maintaining the Utilities conferred under sub-clause (e) of this Special Condition and no claim whatsoever shall be made against the Government, the Director or the Relevant Persons by the Grantee in respect of any such loss, damage, nuisance or disturbance."

33. Diversion of the Existing Drainage Pipe

Special Condition No. (54)

"(a) (i) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing storm water drainage pipe of 1050mm diameter within the area of the existing drainage pipe zone (hereinafter referred to as **"the Existing Drainage Pipe"**).

(ii) Without prejudice to the generality of the provisions of General Conditions Nos. 2 and 3 hereof, the Grantee shall be deemed to have satisfied himself as to and have, accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Drainage Pipe and no objection or claim of whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons by reason of the presence of the Existing Drainage Pipe.

(iii) Subject to sub-clause (b) of this Special Condition, the Grantee shall not interfere with or obstruct or remove or relocate or permit or suffer to be interfered with or obstructed or removed or relocated the Existing Drainage Pipe or part or parts thereof.

(b) Without prejudice to the provisions of Special Condition No. (52) hereof, prior to commencement of any building works (other than ground investigation and site formation works of the lot, the works of the Excepted and Reserved Areas

權以書面通知要求承批人以在各方面使署長滿意的方式自費拆卸或移除該等物件或物料，並還原渠務專用範圍。如承批人忽略或未能在通知書訂明的限期內遵行有關要求，或因緊急情況所需，署長可進行其認為必須的移除、拆卸及還原工程，且承批人須按要求向政府支付該等工程的費用。

(f) 除就因行使此特別條款第(e)分條提及的權利及權力而開挖的任何坑道之還原工程外，署長及有關人士毋須就因署長及有關人士行使不受限制進入、離開及再進入的權利及行使此特別條款第(e)分條賦予鋪設、視察、維修及保養公用設施的權利所引起或引致而對承批人造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府、署長或有關人士索償。」

33. 現存排水管道改道工程

特別條款第(54)條

「(a) (i) 承批人確認在本協議日期當日，於現存排水管道區域之範圍內存有一條直徑1050毫米之雨水排水管道（下稱「**現存排水管道**」）。

(ii) 在不影響一般條款第2及3條之條文的一般性下，承批人被視為已滿意並接受於本協議日期當日現存排水管道已存在下該地段之現存狀況及狀態，且承批人亦不得就此作出或提出反對或索償，不論性質為何。政府毋須就現存排水管道的存在而對承批人或任何其他人士造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何責任或法律責任。

(iii) 受限於此特別條款第(b)分條，承批人不得干預、阻礙、移除或遷移，或准許或容許干預、阻礙、移除或遷移現存排水管道或其部分。

(b) 在不影響特別條款第(52)條的條文為前提下，在展開任何建築工程之前（該地段之土地勘測及地盤平整工程，及特別條款第(4)條指明的保留及預留範圍之工程除外），承批人須自費及使署長在各方面滿意下進行改道工程，以接

specified in Special Condition No. (4) hereof), the Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out diversion works for or in connection with the Existing Drainage Pipe (hereinafter referred to as **"the Diversion Works"**) to such location or locations within or outside the lot with such materials and to such standard, specification and design as the Director may approve or require and complete the Diversion Works in accordance with the proposal approved by the Director under sub-clause (c) of this Special Condition in good and workmanlike manner and in all respects to the satisfaction of the Director. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons by reason of the carrying out of the Diversion Works.

(c) Prior to commencement of the Diversion Works, the Grantee shall at his own expense submit to the Director for his approval a written proposal for the Diversion Works.

(d) Upon completion of the Diversion Works, the Grantee shall at his own expense maintain the drains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Diversion Works (hereinafter collectively referred to as **"the Diverted Drainage Pipes"**) in good condition and in all respects to the satisfaction of the Director until the Diverted Drainage Pipes shall be handed over by the Grantee in accordance with sub-clause (e) of this Special Condition.

(e) The Diverted Drainage Pipes shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted Drainage Pipes shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that these Conditions have been compiled with to his satisfaction.

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

(g) The Grantee shall at all times permit the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected on the lot for the purposes of:

(i) inspecting, operating, maintaining and repairing the Existing Drainage Pipe prior to the completion of the Diversion Works; and

(ii) inspecting, checking and supervising the Diversion Works and the carrying out of the works under sub-clause (f) of this Special Condition.

駁現存排水管道至署長批准或要求之該地段以內或以外的位置（下稱「**改道工程**」），並以署長批准或要求之物料、標準、規格及設計按根據此特別條款第(c)分條獲署長批准的建議書，以良好工藝完成改道工程，以使署長在各方面滿意。政府毋須就進行改道工程而對承批人或任何其他人士造成或蒙受的任何損害、滋擾或侵擾承擔任何責任或法律責任。

(c) 在展開改道工程之前，承批人須自費向署長提交改道工程之建議書以供其書面批准。

(d) 在改道工程完工之後，承批人須自費保養屬改道工程一部分而搭建或興建之排水渠、集水井、暗渠或連蓋沙井及其他構築物（下統稱「**改道排水管道**」）以保持其良好狀態及使署長在各方面滿意，直至承批人根據此特別條款第(e)分條移交改道排水管道為止。

(e) 承批人須按政府要求時將改道排水管道無代價移交予政府。並在任何情況下於署長發信表明此等條款已獲符合並使其滿意之日視為已無代價移交予政府。

(f) 倘若承批人未能完成此特別條款第(b)及(d)分條之責任，政府可以進行所需工程，費用由承批人承擔，承批人須按要求向政府支付有關費用，該金額由署長決定並為最終決定及對承批人有約束力。

(g) 承批人須在所有時間准許政府、署長及其人員、承辦商、代理人及工人及任何獲署長授權之人士，不論是否備有工具、設備、機械、機器或汽車，有權自由及不受限制進入、離開及再進入該地段或其任何部分及任何在該地段上已建或擬建之一幢或多幢建築物：

(i) 於改道排水管道完工之前以視察、運作、保養及維修現存排水管道；及

(ii) 視察、檢查及監督改道工程及進行此特別條款第(f)分條下的工程。

(h) The Government, the Director and his officers, contractors and agents and any persons duly authorized under sub-clause (g) of this Special Condition shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons whether arising out of or incidental to the exercise of the right by the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (g) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (g) of this Special Condition or otherwise by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(i) The Grantee shall at all times indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the presence of the Existing Drainage Pipe, the carrying out of the Diversion Works, the erection, construction, presence, repair or maintenance of the Diverted Drainage Pipes and the works under sub-clause (f) of this Special Condition.

(j) In the event that the Diverted Drainage Pipes are located wholly within or partly within and partly outside the lot, the location and boundary of the Drainage Reserve Area shall be revised in all respects to the satisfaction of the Director whose decision shall be final and binding on the Grantee (the Drainage Reserve Area so revised is hereinafter referred to as **"the Revised Drainage Reserve Area"** and the provisions in Special Conditions Nos. (53)(b), (53)(c), (53)(d), (53)(e) and (53)(f) hereof shall be applicable to the Revised Drainage Reserve Area with the reference of "the Drainage Reserve Area" in Special Conditions Nos. (53)(a), (53)(b), (53)(c), (53)(d), (53)(e) and (53)(f) hereof being replaced and substituted by "the Revised Drainage Reserve Area"). (Note 1)"

34. Construction of Drains and Channels and Connecting Drains and Sewers

Special Condition No. (55)

"(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify and keep indemnified the Government and its officers from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance caused by such storm-water or rain-water.

(h) 政府、署長及其人員、承辦商及代理人及任何根據此特別條款第(g)分條獲正式授權之人士毋須就因政府、署長及其人員、承辦商、代理人及工人及任何根據此特別條款第(g)分條獲正式授權之人士行使權力或其他原因所引起或引致而對承批人或任何其他人士造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何責任或法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府、署長及其人員、承辦商、代理人及工人及任何根據此特別條款第(g)分條獲正式授權之人士索償。

(i) 承批人須於所有時間就現存排水管道之存在，改道工程之進行，改道排水管道之搭建、興建、存在、維修或保養及此特別條款第(f)分條之工程，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。

(j) 倘若改道排水管道完全位於該地段之內，或部分位於該地段之內及部分位於該地段之外，須修改渠務專用範圍之位置及邊界並使署長在各方面滿意，署長為此的決定為最終決定並對承批人有約束力（已修改之渠務專用範圍下稱**「已修改渠務專用範圍」**，特別條款第(53)(b)、(53)(c)、(53)(d)、(53(e)及(53)(f)條條文將適用於已修改渠務專用範圍，即「已修改渠務專用範圍」將替代或取代特別條款第(53)(b)、(53)(c)、(53)(d)、(53)(e)及(53)(f)條中所指之「渠務專用範圍」。(註1)」

34. 建造排水渠及渠道與連接排水渠及污水渠

特別條款第(55)條

「(a) 承批人須按署長認為需要時，自費以署長滿意的方式在該地段邊界範圍內或政府土地上建造和保養排水渠及渠道，以截流及輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或政府雨水渠。承批人須就因此等暴雨水或雨水造成之任何損害或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），承批人必須承擔全責並向政府及其人員作出彌償及使其獲得彌償。

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

(b) 如該地段已鋪設任何排水渠及污水渠並已啟用，署長可展開工程將此等渠道接駁至政府雨水渠及污水渠，惟倘有由此引致的損失或損害，署長毋須向承批人承擔責任。承批人須按要求向政府支付此等接駁工程的費用。此外，上述工程亦可由承批人自費以署長滿意的方式進行。於該情況下，承批人須自費保養建於政府土地內的工程部分，並在政府要求時將其移交予政府，日後由政府自費保養，及承批人須按要求向政府支付上述接駁工程的技術審核費用。如承批人未能保養上述建於政府土地內的接駁工程之任何部分，署長可按其視為必要時，進行該等保養工程，承批人須按要求向政府支付有關工程的費用。」

35. Traffic Impact Assessment

Special Condition No. (56)

"(a) The Grantee shall within six calendar months from the date of this Agreement (or such other period as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Commissioner for Transport submit or cause to be submitted to the Commissioner for Transport for his written approval a traffic impact assessment (hereinafter referred to as **"the TIA"**) on the development of the lot containing, among others, such information and particulars as the Commissioner for Transport may require including but not limited to all adverse traffic impacts as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Grantee shall at his own expense and within such time limit as shall be stipulated by the Commissioner for Transport carry out and implement the recommendations in the TIA as approved by the Commissioner for Transport in all respects to the satisfaction of the Commissioner for Transport.

(c) No building works (other than ground investigation and site formation works of the lot, the works of the Excepted and Reserved Areas specified in Special Condition No. (4) hereof and the Diversion Works specified in Special Condition No. (54)(b) hereof) shall be commenced on the lot or any part thereof until the TIA shall have been approved in writing by the Commissioner for Transport.

(d) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. 2 and 3 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the recommendations in the TIA as approved by the Commissioner

35. 交通影響評估

特別條款第(56)條

「(a) 承批人須於本協議日期起計六個曆月內（或其他署長可能批准的期限），自費並使運輸署署長在各方面滿意，向運輸署署長提交或達致提交發展該地段之交通影響評估（下稱「**交通影響評估**」）以供其書面批准，交通影響評估須載有運輸署署長所要求的資料和詳情，包括但不限於發展該地段可引起的所有不良交通影響，及對緩解措施、改善工程及其他措施及工程的建議。

(b) 承批人須自費並於運輸署署長所規定的時限內進行及實施經運輸署署長批准的交通影響評估內所載的建議，以使運輸署署長在各方面滿意。

(c) 在該地段或其任何部分內不得展開建築工程（該地段內土地勘測及地盤平整工程、特別條款第(4)條指明之保留及預留範圍工程及特別條款第(54)(b)條指明之改道工程除外），直至交通影響評估獲得運輸署署長發出的書面批准為止。

(d) 為免生疑問及在不影響一般條款第2及3條的一般性下，承批人特此確認及同意其須承擔全責自費進行及實施經運輸署署長批准的交通影響評估內所載的建議，以使運輸署署長在各方面滿意。政府及其人員毋須就因承批人完成於

for Transport in all respects to the satisfaction of the Commissioner for Transport. The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss."

36. Sewerage Impact Assessment

Special Condition No. (57)

"(a) The Grantee shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his written approval a sewerage impact assessment (hereinafter referred to as "the SIA") containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impacts as may arise from the development of the lot, the sewerage flowing from all other planned and committed development in the same catchment, and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Grantee shall at his own expense and within such time limit as shall be stipulated by the Director of Environmental Protection carry out and implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection.

(c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.

(d) No building works (other than ground investigation and site formation works of the lot, the works of the Excepted and Reserved Areas specified in Special Condition No. (4) hereof and the Diversion Works specified in Special Condition No. (54)(b) hereof) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection.

(e) For avoidance of doubt and without prejudice to the generality of General Conditions Nos. 2 and 3 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall have no

此特別條款的責任或其他原因所引起或引致而對承批人造成或蒙受的任何費用、損害或損失承擔任何責任或法律責任，且承批人亦不得就任何該等費用、損害或損失向政府或其人員索償。」

36. 污水收集系統影響評估

特別條款第(57)條

「(a) 承批人須於本協議日期起計六個曆月內（或其他署長可能批准的期限），自費並使環境保護署署長在各方面滿意，向環境保護署署長提交或達致提交發展該地段之污水收集系統影響評估（下稱「污水收集系統影響評估」）以供其書面批准，污水收集系統影響評估須載有環境保護署署長所要求的資料和詳情，包括但不限於發展該地段可引起的所有不良排污影響，及於同一集水區內由所有其他已計劃及既定發展項目流出之污水，及對緩解措施、改善工程及其他措施及工程的建議。

(b) 承批人須自費並於環境保護署署長所規定的時限內進行及實施經環境保護署署長批准的污水收集系統影響評估內所載的建議，以使環境保護署署長在各方面滿意。

(c) 污水收集系統影響評估的技術範疇，須由專修土木工程之香港工程師學會成員或已考獲專業牌照之土木工程師承辦。

(d) 在該地段或其任何部分內不得展開建築工程（該地段內土地勘測及地盤平整工程、特別條款第(4)條指明之保留及預留範圍工程及特別條款第(54)(b)條指明之改道工程除外），直至污水收集系統影響評估獲得環境保護署署長發出的書面批准為止。

(e) 為免生疑問及在不影響一般條款第2及3條的一般性下，承批人特此確認及同意其須承擔全責自費進行及實施經環境保護署署長批准的污水收集系統影響評估內所載的建議，以使環境保護署署長在各方面滿意。政府及其人員毋須

responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss."

就因承批人完成於此特別條款的責任或其他原因所引起或引致而對承批人造成或蒙受的任何費用、損害或損失承擔任何責任或法律責任，且承批人亦不得就任何該等費用、損害或損失向政府或其人員索償。」

37. Drainage Impact Assessment

Special Condition No. (58)

"(a) The Grantee shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director of Drainage Services submit or cause to be submitted to the Director of Drainage Services for his written approval a drainage impact assessment (hereinafter referred to as **"the DIA"**) containing, among others, such information and particulars as the Director of Drainage Services may require including but not limited to all adverse drainage impacts as may arise from the development of the lot and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Grantee shall at his own expense and within such time limit as may be stipulated by the Director of Drainage Services carry out and implement the recommendations in the DIA as approved by the Director of Drainage Services in all respects to the satisfaction of the Director of Drainage Services.

(c) The technical aspects of the DIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.

(d) No building works (other than ground investigation and site formation works of the lot, the works of the Excepted and Reserved Areas specified in Special Condition No. (4) hereof and the Diversion Works specified in Special Condition No. (54)(b) hereof) shall be commenced on the lot or any part thereof until the DIA shall have been approved in writing by the Director of Drainage Services.

(e) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. 2 and 3 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the recommendations in the DIA as approved by the Director of Drainage Services in all respects to the satisfaction of the Director of Drainage Services. The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss."

37. 渠務影響評估

特別條款第(58)條

「(a) 承批人須於本協議日期起計六個曆月內（或其他署長可能批准的期限），自費並使渠務署署長在各方面滿意，向渠務署署長提交或達致提交發展該地段之渠務影響評估（下稱「**渠務影響評估**」）以供其書面批准，渠務影響評估須載有渠務署署長所要求的資料和詳情，包括但不限於發展該地段可引起的所有不良渠務影響，及對緩解措施、改善工程及其他措施及工程的建議。

(b) 承批人須自費並於渠務署署長所規定的時限內進行及實施經渠務署署長批准的渠務影響評估內所載的建議，以使渠務署署長長在各方面滿意。

(c) 渠務影響評估的技術範疇，須由專修土木工程之香港工程師學會成員或已考獲專業牌照之土木工程師承辦。

(d) 在該地段或其任何部分內不得展開建築工程（該地段內土地勘測及地盤平整工程、特別條款第(4)條指明之保留及預留範圍工程及特別條款第(54)(b)條指明之改道工程除外），直至渠務影響評估獲得渠務署署長發出的書面批准為止。

(e) 為免生疑問及在不影響一般條款第2及3條的一般性下，承批人特此確認及同意其須承擔全責自費進行及實施經渠務署署長批准的渠務影響評估內所載的建議，以使渠務署署長在各方面滿意。政府及其人員毋須就因承批人完成於此特別條款的責任或其他原因所引起或引致而對承批人造成或蒙受的任何費用、損害或損失承擔任何責任或法律責任，且承批人亦不得就任何該等費用、損害或損失向政府或其人員索償。」

38. Environmental Assessment

Special Condition No. (59)

"(a) The Grantee shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his written approval an environmental assessment (hereinafter referred to as **"the EA"**) containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse environmental impacts as may arise from the development of the lot and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Grantee shall at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection carry out and implement the recommendations in the EA as approved by the Director of Environmental Protection in all respects to the satisfaction of Director of Environmental Protection.

(c) No building works (other than ground investigation and site formation works of the lot, the works of the Excepted and Reserved Areas specified in Special Condition No. (4) hereof and the Diversion Works specified in Special Condition No. (54)(b) hereof) shall be commenced on the lot or any part thereof until the EA shall have been approved in writing by the Director of Environmental Protection.

(d) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. 2 and 3 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the recommendations in the EA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss."

39. No Grave or Columbarium Permitted

Special Condition No. (62)

"No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon."

Note 1: By a letter issued by the District Lands Office, North, the Lands Department dated 22 May 2024 and registered in the Land Registry by Memorial No. 24052901620101, the location and boundary of the Drainage Reserve Area (as defined in Special Condition No.(53)(a) of the Land Grant) has been revised pursuant to Special Condition No.(54)(j) of the Land Grant.

38. 環境評估

特別條款第(59)條

「(a) 承批人須於本協議日期起計六個曆月內（或其他署長可能批准的期限），自費並使環境保護署署長在各方面滿意，向環境保護署署長提交或達致提交發展該地段之環境評估（下稱「**環境評估**」）以供其書面批准，環境評估須載有環境保護署署長所要求的資料和詳情，包括但不限於發展該地段可引起的所有不良環境影響，及對緩解措施、改善工程及其他措施及工程的建議。

(b) 承批人須自費並於環境保護署署長所規定的時限內進行及實施經環境保護署署長批准的環境評估內所載的建議，以使環境保護署署長在各方面滿意。

(c) 在該地段或其任何部分內不得展開建築工程（該地段內土地勘測及地盤平整工程、特別條款第(4)條指明之保留及預留範圍工程及特別條款第(54)(b)條指明之改道工程除外），直至環境評估獲得環境保護署署長發出的書面批准為止。

(d) 為免存疑及在不影響一般條款第2及3條的一般性下，承批人特此確認及同意其須承擔全責自費進行及實施經環境保護署署長批准的環境評估內所載的建議，以使環境保護署署長在各方面滿意。政府及其人員毋須就因承批人完成於此特別條款的責任或其他原因所引起或引致而對承批人造成或蒙受的任何費用、損害或損失承擔任何責任或法律責任，且承批人亦不得就任何該等費用、損害或損失向政府或其人員索償。」

39. 禁止搭建或製作墳墓或骨灰龕

特別條款第(62)條

「不准在該地段搭建或製作墳墓或骨灰龕，亦不准在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。」

註1：根據一封由地政總署北區地政處於2024年5月22日發出及在土地註冊處以編號24052901620101登記的信件，渠務專用範圍(根據批地文件特別條款第(53)(a)條定義)之位置及邊界已根據批地文件特別條款第(54)(j)條作出修改。

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

1. Excepted and Reserved Areas

(i) Relevant provisions of the land grant

Special Condition No. (3)

"(a) (i) There are excepted and reserved to the Government the land, the airspace and the underground stratum at, on or above the level of 20 metres above the Hong Kong Principal Datum in the area shown coloured pink stippled black on the plan annexed hereto (which land, airspace and underground stratum shall not form part of the lot and shall hereinafter be referred to as **"the Excepted and Reserved Areas"**).

(ii) Without prejudice to Special Condition No. (4) hereof, there is excepted and reserved to the Government (as owner of the Excepted and Reserved Areas), its officers, contractors, agents, lessees, tenants, licensees and those authorized by them the exclusive right and liberty, free of any costs or charges, to use the Excepted and Reserved Areas in such manner as it considers appropriate including, without limitation, to construct, operate and maintain within the Excepted and Reserved Areas portion of the future public road connecting Yan Shing Lane and Wah Ming Road (hereinafter referred to as **"the Future Public Road"**) together with any supporting structures and connections at such position, in such manner, with such materials and to such standards, levels, alignment and design as it sees fit, and the Excepted and Reserved Areas and the Future Public Road when constructed may be used by such person or persons, by such vehicles, at such times and in such manner as the Government may see fit.

(b) The Grantee shall satisfy himself as to the possible positions, levels and extent of the Future Public Road and its supporting structures and connections constructed or to be constructed within the Excepted and Reserved Areas and shall not make any claim against the Government or any of its officers, contractors, agents, lessees, tenants, licensees or those authorized by them for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the lot or to the Grantee caused by or arising out of the use, construction, maintenance, presence or operation of the Future Public Road.

(c) The Grantee shall not interfere in any way with the use, construction, maintenance and operation of the Future Public Road.

(d) The Grantee shall at his own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used) repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Future Public Road.

A. 根據批地文件規定須興建並提供予政府或供公眾使用設施

1. 保留及預留範圍

(i) 批地文件相關條文

特別條款第(3)條

「(a) (i) 位於在此夾附的圖則上以粉紅色加黑點顯示之粉紅色加黑點範圍內於香港主水平基準20米或其之上或以上之土地、空間及地底內層將保留及預留予政府(該土地、空間及地底內層不構成該地段的一部分，下稱「**保留及預留範圍**」)。

(ii) 在無損特別條款第(4)條為前提下，政府(作為保留及預留範圍之擁有人)、其人員、承辦商、代理人、承租人、租客、被許可人及其他獲以上人士授權之人士在毋須成本或費用下獲保留及預留專有權及自由，以政府認為恰當的方式使用保留及預留範圍，包括但不限於在保留及預留範圍內以政府認為合適之位置、方式、物料、標準、高度、定線和設計興建、運作及保養連接欣盛里與華明路之未來公共道路部分(下稱「未來公共道路」)連同任何支撐構築物及接駁位。在保留及預留範圍和未來公共道路興建後，可讓政府認為合適之人士及汽車以政府認為合適之時間及方式使用。

(b) 承批人須自行確認已建或擬建於保留及預留範圍內之未來公共道路及其支撐構築物及接駁位的可能位置、水平高度及範圍，而承批人亦不得就未來公共道路之使用、興建、保養、存在或運作所引致或引起而對該地段或承批人造成或蒙受任何種類的損壞、滋擾、煩擾、損失或損害，向政府或其任何人員、承辦商、代理人、承租人、租客、被許可人或獲以上人士授權之人士提出任何索償。

(c) 承批人不得以任何方式干擾未來公共道路之使用、興建、保養及運作。

(d) 承批人須自費符合建築事務監督、消防處處長及所有其他相關政府及法定部門對建築(包括所用物料)、維修及保養與未來公共道路連接或鄰近之建築物的任何部分有關之要求。

(e) The Grantee shall permit the Government, its officers, contractors, agents, lessees, tenants, licensees and those authorized by them (i) the right of ingress, egress and regress to, from and through the lot and any building or buildings erected or to be erected thereon at all times with or without tools, vehicles, plant, machinery or equipment to carry out any works in relation to the Excepted and Reserved Areas and works for the purposes of any construction, survey, inspection, examination, maintenance, improvement or development in connection with the Future Public Road and the structures and installations supporting or connecting to the Future Public Road; and (ii) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Excepted and Reserved Areas or any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any building, structures and erections thereon or any part or parts thereof. The Government, its officers, contractors, agents, lessees, tenants, licensees and those authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause and no claim or objection shall be made against him or them by the Grantee.

(f) The Grantee shall have no right, title, ownership, possession or use of the Excepted and Reserved Areas save and except as provided for in these Conditions and no building or structure or support for any building or structure unless otherwise provided for in these Conditions shall be erected or constructed by the Grantee within the Excepted and Reserved Areas except with the prior written approval of the Director who may decline or give approval subject to such terms and conditions as he may in his sole discretion decide.

(g) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of (i) the title, rights or interest excepted or reserved by sub-clause (a) of this Special Condition on the Excepted and Reserved Areas; (ii) any matter in, relating to or arising out of the Excepted and Reserved Areas irrespective of the Government's right, title, ownership, possession or use of the same; or (iii) any liabilities, losses, damages, nuisance, disturbance, annoyance, claims, costs, expenses, charges, actions, demands and proceedings of whatsoever nature howsoever caused arising directly or indirectly out of or as a consequence of the use of the Excepted and Reserved Areas whether as a public road or otherwise."

(e) 承批人須在所有時間准許政府、其人員、承辦商、代理人、承租人、租客、被許可人及獲以上人士授權之人士(i)不論是否備有工具、汽車、機械、機器或設備有權進入、離開及再進入該地段及任何在其上已建或擬建的建築物進行與保留及預留範圍有關之任何工程，及任何與興建、測量、視察、檢視、保養、改善或發展與未來公共道路及支撐或接駁未來公共道路之構築物及裝置有關之工程；及(ii)有權利用任何沿、通過該地段或任何在其上的建築物、構築物及搭建物或其任何部分的、或在其上面、上、下或內已鋪設或擬鋪設的溝渠、水管、電線、電纜、污水渠、排水渠、管道、煙道、導管及水道及其他傳導媒介，以供氣體、電力、水、排水或其他污水、空氣、電話線及其他服務設施流通來往保留及預留範圍或其任何部分。政府、其人員、承辦商、代理人、承租人、租客、被許可人及獲以上人士授權之人士毋須就因行使根據此分條授予之權力所引起或引致而對承批人造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，且承批人亦不得向其索償或提出反對。

(f) 除此等條款另有訂明外，承批人對保留及預留範圍並無權利、業權、擁有權、佔用權或使用權。除非此等條款另有訂明，未得署長事先書面批准，承批人不得在保留及預留範圍內搭建或興建任何建築物或構築物或任何建築物或構築物的支撐物，而署長可拒絕或批准並在給予批准時施加以其獨有酌情權決定的條款及條件。

(g) 承批人或任何其他人士不得 (i) 就此特別條款第(a)分條於保留及預留範圍所保留及預留之業權、權利或利益；(ii) 就不論政府於保留及預留範圍之權利、業權、擁有權、佔用權或使用權，在保留及預留範圍內、有關或所引起之任何事宜；或 (iii) 就無論保留及預留範圍用作未來公共道路或其他用途，而不論直接或間接所引起或導致的任何責任、損失、損害賠償、滋擾、侵擾、煩擾、索償、費用、開支、支出、訴訟、要求及法律程序（不論任何形式及如何引致）根據任何法例或其他原因向政府提出任何反對或索償。」

Special Condition No. (4)

"(a) The Grantee shall:

(i) on or before the 31st day of March, 2027 (or such other date as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director lay and form the Excepted and Reserved Areas;

(ii) on or before the 31st day of March, 2027 (or such other date as may be approved by the Director), at his own expense and to the satisfaction of the Director, landscape, surface, kerb and channel the Excepted and Reserved Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Excepted and Reserved Areas and all landscaping features, structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the whole of the Excepted and Reserved Areas has been re-delivered in accordance with sub-clause (d) of this Special Condition.

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

(c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(d) For the purpose only of carrying out the works and maintenance specified in sub-clause (a) of this Special Condition, the Grantee shall on the date of this Agreement be granted possession of the Excepted and Reserved Areas. The Excepted and Reserved Areas (or any part or parts thereof as the Director shall at his sole discretion specify or require) shall be re-delivered to the Government on demand at any time or times and in any event not earlier than the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

特別條款第(4)條

「(a) 承批人須：

(i) 於2027年3月31日或其他署長可能批准的日期或之前自費並按署長批准的方式、物料、標準、水平高度、定線和設計並使署長在各方面滿意下鋪設及平整保留及預留範圍；

(ii) 於2027年3月31日或其他署長可能批准的日期或之前自費在保留及預留範圍美化園景、鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、街燈、交通標誌、街道設施及路面標記，以使署長滿意；及

(iii) 自費保養保留及預留範圍及在其上或其內建造、安裝及提供的所有美化園景裝飾、構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至整幅保留及預留範圍的管有權根據此特別條款第(d)分條交還為止。

(b) 倘若承批人未能完成此特別條款第(a)分條之責任，政府可以進行所須工程及保養，費用由承批人承擔，承批人須按要求向政府支付有關費用，該金額由署長決定並為最終決定及對承批人有約束力。

(c) 政府毋須就因承批人完成於此特別條款第(a)分條的責任或政府行使其於此特別條款第(b)分條的權力或其他原因所引起或引致而對承批人或任何其他人士造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。

(d) 僅為了進行此特別條款第(a)分條指明的所需工程及保養，保留及預留範圍的管有權在本協議日期當日授予承批人。保留及預留範圍（或署長以其獨有酌情權指明或要求之任何部分）須在任何時間於要求時交還予政府，並在任何情況下於署長發信表明此等條款已獲符合並使其滿意之日視為已交還予政府。

(e) The Grantee shall not without the prior written consent of the Director use the Excepted and Reserved Areas or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works and maintenance specified in sub-clause (a) of this Special Condition.

(f) The Grantee shall at all reasonable times while he is in possession of the Excepted and Reserved Areas:

(i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of free ingress, egress and regress to, from and through the lot and the Excepted and Reserved Areas for the purposes of inspecting, checking and supervising any works or maintenance to be carried out in compliance with sub-clause (a) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (b) of this Special Condition or any other works which the Director may consider necessary in the Excepted and Reserved Areas.

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Excepted and Reserved Areas as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Excepted and Reserved Areas or any adjoining land including but not limited to the laying and subsequent maintenance of all gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Excepted and Reserved Areas; and

(iii) permit the officers of the Water Authority and the Drainage Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Excepted and Reserved Areas as the officers of the Water Authority and the Drainage Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Excepted and Reserved Areas.

(e) 未得署長事先書面同意，承批人不得使用保留及預留範圍作儲存用途或作搭建任何臨時構築物或作任何進行此特別條款第(a)分條指明之工程及保養以外之任何用途。

(f) 承批人須在其管有保留及預留範圍期間的所有合理時間內：

(i) 准許政府、署長及其人員、承辦商及代理人及任何獲署長授權之人士有權進入、離開及再進入該地段和保留及預留範圍，以視察、檢查及監督任何為遵從此特別條款第(a)分條而進行的工程或保養，及進行、視察、檢查及監督此特別條款第(b)分條下的工程或任何其他在保留及預留範圍內署長認為需要的工程；

(ii) 准許政府及政府授權的相關公用事業公司有權依政府或相關公用事業公司所要求進入、離開及再進入該地段和保留及預留範圍，以於保留及預留範圍或任何毗連土地之內、上或下進行任何工程，包括但並不限於安放及其後保養所有為擬向該地段或其毗連或毗鄰土地或處所提供電話、電力、氣體（如有者）及其他服務所必須的溝渠、水管、電線、電纜、污水渠、排水渠、管道、煙道、導管及水道及其他傳導媒介及附屬裝置器，承批人須於上述於保留及預留範圍內進行的工程有關的所有事宜與政府及政府正式授權的相關公用事業公司充分合作；及

(iii) 准許水務監督及排水事務監督的人員、及其他獲其授權之人士有權依水務監督及排水事務監督的人員或該等授權之人士所要求進入、離開及再進入該地段和保留及預留範圍，以於保留及預留範圍進行有關運作、保養、維修、替代及更改任何其他水務裝設的工程。

(g) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (f) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (f) of this Special Condition.

(h) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with any works, management or maintenance of the Excepted and Reserved Areas or any part or parts thereof under sub-clause (a) of this Special Condition or otherwise."

(ii) Relevant provisions of the deed of mutual covenant

Clause 1 (Definition)

""**Excepted and Reserved Areas**" means "the Excepted and Reserved Areas" referred to and defined in Special Condition No. (3)(a)(i), which is (for identification purpose) shown Cross-Hatched Black on the Plans (Drawings Nos. DMC-03 to DMC-06)."

Clause 10.1(j)

"Management Expenses

Management Expenses shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Land under this Deed including (without limitation) the following:

(j) all expenses incurred in relation to the Excepted and Reserved Areas under Special Condition No. (4)(a); and"

Schedule 7, Paragraph 12(d)

"Dealings with Government

(d) [The Manager has the power] [t]o comply with and take all steps the Manager may decide to ensure the compliance with all provisions in the Land Grant applicable to the Land as a whole and Special Condition No. (4) relating to the Excepted and Reserved Areas (until such time as the possession of the Excepted and Reserved Areas have been re-delivered to the Government in accordance with the Land Grant)."

(g) 政府、署長及其人員、承辦商及代理人及任何根據此特別條款第(f)分條獲正式授權之人士或公用事業公司毋須就因政府、署長及其人員、承辦商及代理人及任何根據此特別條款第(f)分條獲正式授權之人士或公用事業公司行使權力所引起或引致而對承批人或任何人士造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任。

(h) 就承批人、其受僱人、工人及承辦商於保留及預留範圍或其任何部分之工程、管理或保養有關的任何作為或不作為或其他原因，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），承批人須向政府作出彌償及使其獲得彌償。」

(ii) 公契相關條文

第 1 條（定義）

「「**保留及預留範圍**」指特別條款第(3)(a)(i)條所指及定義的「保留及預留範圍」並在公契夾附圖則上以黑交叉斜線顯示的部分（以資識別）（圖則編號「DMC-03」至「DMC-06」）。」

第 10.1(j) 條

「管理開支

管理開支須是按本公契規定管理該土地所必要及合理招致的開支、費用和收費，包括（但不限於）以下各項：

(j) 所有按特別條款第 (4)(a) 條下與保留及預留範圍有關所招致之開支；及」

第 7 附表第 12(d) 條

「與政府的往來

(d) 〔管理人有權〕遵行及採取管理人可決定的一切措施確保所有適用於該土地整體之批地文件條款並與保留及預留範圍有關之特別條款第(4)條（直至保留及預留範圍的管有權按照批地文件交回予政府）得以遵行。」

Schedule 7, Paragraph 28

"Excepted and Reserved Areas. [The Manager has the power] [t]o carry out and perform, in relation to the Excepted and Reserved Areas (until such time as the possession of the Excepted and Reserved Areas have been re-delivered to the Government in accordance with the Land Grant) all acts, activities and works required by Special Condition No. (4), the law or insurers of insurance taken out in relation thereto, or which are deemed appropriate by the Manager for performing and complying with the provisions of the Land Grant, the law or those insurers in relation to the same."

2. Government Accommodation

(i) Relevant provisions of the land grant

Special Condition No. (11)(a)-(b)

"(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as **"the Technical Schedule"**) and the plans approved under Special Condition No. (12)(a) hereof at such locations, in such manner and designs, with such materials, to such standard and in such stages as may be approved by the Director, the following accommodations:

(i) one residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation with a net operational floor area of not less than 1,575 square metres on such floor or floors of the building or buildings erected or to be erected on the lot to the satisfaction of the Director (hereinafter referred to as "the RCHE"); and

(ii) the RCHE Parking Space as referred to in Special Condition No. (39)(n) hereof

(such accommodations to be completed and made fit for occupation and operation on or before the 31st day of March, 2027 and which accommodations (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as **"the Government Accommodation"**).

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

第7附表第28條

「保留及預留範圍。〔管理人有權〕進行及履行與保留及預留範圍有關並於特別條款第(4)條要求的一切行為、活動及工程（直至保留及預留範圍的管有權按照批地文件交回予政府）、法律或對其投購保險的保險公司要求或管理人認為就履行及遵守批地文件條款、法律或該等保險公司的規定而言屬適當的一切行為、活動及工程。」

2. 政府樓宇

(i) 批地文件相關條文

特別條款第(11)(a)至(b)條

「(a) 承批人須自費並按署長批准的位置、方式、設計、物料、標準和分期及使署長在各方面滿意下在該地段內以良好工藝及依照在此夾附的技術附表（下稱**「技術附表」**）及根據特別條款第(12)(a)條批核的圖則搭建、興建及提供以下樓宇：

(i) 一所位於該地段上已建或擬建之一幢或多幢建築物的一層或多層中根據《安老院條例》、其任何附屬規例及任何修訂法例定義及淨作業樓面面積不少於1,575平方米的安老院（下稱「安老院」），使署長滿意；及

(ii) 特別條款第(39)(n)條所指的安老院停車位

（該等樓宇須在2027年3月31日或之前完成並使其適合佔用及運作，該等樓宇（包括照明固定裝置、通風器材、排氣管道及道路或地台表面，但不包括升降機、扶手電梯、樓梯間、機械、設備及其他設施（署長根據此等條款准許而並非專為其服務）、牆、支柱、橫樑、天花板、天台樓板、行車道或地台樓板及任何其他結構件）連同署長以其絕對酌情權決定專屬於該等樓宇的任何其他範圍、設施、服務及裝置（其決定為最後定論並對承批人有約束力），下統稱**「政府樓宇」**）。

(b) 政府保留權利在任何時間以其絕對酌情權改動或變更政府樓宇或其任何部分之用途。」

Special Condition No. (17)(a)

"(a) The Grantee shall when called upon so to do by the Director assign to The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as **"F.S.I."** which expression shall if the context permits include its successors and assigns), with vacant possession, free from incumbrances, at the expense of the Grantee, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation and the Grantee shall complete the assignment of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (16) hereof within such time as may be specified in writing by the Director."

Special Condition No. (19)

"The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (17) hereof, delivery of vacant possession of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (16) hereof and the Grantee shall upon such demand deliver the same to the Government for its exclusive use and occupation upon such terms and conditions as the Director may consider appropriate."

Special Condition No. (39)(n)

"(n) One space shall be provided within the lot to the satisfaction of the Director for the parking of light bus licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and for the exclusive use of the operator of the RCHE and their bona fide guests, visitors or invitees (hereinafter referred to as "the RCHE Parking Space"), such space to be located adjacent to the RCHE and in particular the said space shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services."

(ii) Relevant provisions of the deed of mutual covenant

Clause 1 (Definition)

""**Government Accommodation"** means "the Government Accommodation" referred to and defined in Special Condition No. (11)(a) comprising:

(a) the RCHE; and

(b) the "RCHE Parking Space" referred to and defined in Special Condition No.(39)(n) for the parking of light bus licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation and for the exclusive use of the operator of the RCHE and their bona fide guests, visitors or invitees (which is (for identification purpose) marked "052" on the First Floor Plan of the Plans);

特別條款第(17)(a)條

「(a) 承批人須在署長要求時將此特別條款第(b)分條指明的不分割份數連同政府樓宇的獨家使用、佔用及享用權，在空置管有及沒有產權負擔下由承批人自費轉讓予根據及憑藉《財政司司長法團條例》、其任何附屬規例及任何修訂法例成立的單一法團（下稱「財政司司長法團」，在文義許可下此詞包括其繼承人及承讓人），而承批人須在署長可能以書面指明的時間內完成轉讓根據特別條款第(16)條已獲發完工證明書的政府樓宇。」

特別條款第(19)條

「署長有權在根據特別條款第(17)條轉讓政府樓宇之前，可於任何時間要求騰空交回政府樓宇之管有權，並已根據特別條款第(16)條發出完工證明書。承批人須應要求向政府交還政府樓宇，供政府於署長認為合適之條款及條件下獨家使用及佔用。」

特別條款第(39)(n)條

「(n) 該地段內須提供一個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於安老院的營運者及其真實來賓、訪客或受邀人獨家使用的小型巴士停泊之用（下稱「安老院停車位」），以使署長滿意，而該停車位須毗鄰安老院，及其中特別禁止該停車位用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。」

(ii) 公契相關條文

第1條（定義）

「「**政府樓宇**」指特別條款第(11)(a)條所指及定義的「政府樓宇」，包括：

(a) 安老院；及

(b) 特別條款第(39)(n)條所指及定義供根據《道路交通條例》(第374章)、其任何附屬規例及任何修訂法例獲發牌及屬於安老院的營運者及其真實來賓、訪客或受邀人獨家使用的小型巴士停泊的「安老院停車位」(其在公契圖則之一樓平面圖上以「052」標示（以資識別））；

(including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with the Land Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may at his absolute discretion determine (whose determination shall be conclusive and binding on all Owners), which is (for identification purpose) coloured Red on the Plans (Drawings Nos. DMC-01 to DMC-06 and DMC-14 to DMC-16);

"Government Accommodation Maintenance Expenses" means all costs expended by the Manager under Clause 8.9 in carrying out such maintenance of, at the request of the Owner of the Government Accommodation, the services, facilities and installations exclusively serving the Government Accommodation;

...

"RCHE" means the residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, any regulations made thereunder and any amending legislation provided under Special Condition No.(11)(a) as part of the Government Accommodation (subject to any variation of use by the Government under Clause 14.21);"

Clause 5.2

"FSI. Notwithstanding anything in this Deed, FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation shall have the additional rights set out in Schedule 6. Such rights and all other rights, easements and privileges of FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation under this Deed shall not be subject to any permission, approval, consent or concurrence of any other Owner, the Manager, the Owners' Corporation or any other person."

Clause 5.3

"Additional rights subject to rights of FSI.

Notwithstanding anything in this Deed:

(a) the additional rights conferred under Clause 5.1 and Schedule 5 shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges of FSI under this Deed and the Land Grant;

(b) no Owner (including the First Owner) shall represent FSI or GPA in any dealings with the Government directly affecting the Government Accommodation, and GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected; and

(包括照明固定裝置、通風器材、排氣管道及道路或地台表面，但不包括升降機、扶手電梯、樓梯間、機械、設備及署長根據批地文件准許而並非專為該等政府樓宇服務的其他設施、牆、支柱、橫樑、天花板、天台樓板、行車道或地台樓板及任何其他結構件）連同署長以其絕對酌情權決定專屬於該等政府樓宇的任何其他範圍、設施、服務及裝置（其決定為最後定論並對所有業主有約束力）並在公契夾附圖則上以紅色顯示的部分（以資識別）（圖則編號「DMC-01」至「DMC-06」及「DMC-14」至「DMC-16」）；

「政府樓宇保養開支」指管理人於按第8.9條應政府樓宇業主要求而進行保養專門服務政府樓宇之服務、設施及裝置所支出的費用；

…

「安老院」指根據《安老院條例》、其任何附屬規例及任何修訂法例定義及特別條款第(11)(a)條提供屬政府樓宇一部分的安老院（受限於政府根據第14.21條之任何變更用途）；」

第5.2條

「財政司司長法團。即使本公契另有規定，財政司司長法團、其承租人、租客、被許可人及獲財政司司長法團授權的人士及政府樓宇當其時的業主及佔用人享有第6附表訂明的額外權利。行使該等權利及財政司司長法團、其承租人、租客、被許可人及獲財政司司長法團授權的人士及政府樓宇當其時的業主及佔用人於本公契下的所有其他權利、地役權及特權毋須受限於任何其他業主、管理人、業主立案法團或任何其他人士的任何准許、批准、同意或贊同。」

第5.3條

「受限於財政司司長法團權利之額外權利。

即使本公契另有規定：

(a) 第5.1條及第5附表賦予的額外權利將受限於財政司司長法團的權利及特權，且不得以任何方式對財政司司長法團於本公契及批地文件下的權利、地役權及特權有不利影響或造成損害；

(b) 所有業主（包括第一業主）不得在與政府的任何事務往來中代表財政司司長法團或政府產業署署長處理直接影響政府樓宇的任何事宜，及政府產業署署長須以其獨有酌情權決定政府樓宇是否直接受影響；及

(c) no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation save and except where required by the Owner of the Government Accommodation."

Clause 8.9

"Maintenance of Government Accommodation.

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

(a) submitted an estimate of the costs (together with supporting documents and any other relevant information considered necessary by the Owner of the Government Accommodation); and

(b) the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance works to be carried out."

Clause 10.1

"Management Expenses. Management Expenses shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Land under this Deed ... Notwithstanding anything in this Deed, for the avoidance of doubt, Management Expenses shall not include ... the Government Accommodation Maintenance Expenses."

Clause 10.3(i)

"Payment of Monthly Management Fees

(i) Notwithstanding anything in this Deed:

(i) subject to the other provisions of this Clause 10.3(i), FSI as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation but shall not be responsible for the maintenance and management of the Items or the remainder of the Development;

(ii) FSI as the Owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of areas, facilities, services and the Items (save and except those forming part of the HS Portion (unless the same has been designated as part of the HS

(c) 不得於政府樓宇外牆上安裝或加附煙囪、煙道、水管或其他構築物或設施，政府樓宇業主要求者除外。」

第8.9條

「政府樓宇的保養。

財政司司長法團作為政府樓宇業主須管理及保養政府樓宇但非發展項目其餘部分。即使上述另有規定，當政府樓宇業主要求時，管理人須承擔保養專門服務政府樓宇之服務、設施及裝置之責任，且將獲補還進行該等保養所支出之費用，惟直至管理人完成下列事項前不得進行該等保養：

(a) 提交所涉費用的估算（連同證明文件及任何其他政府樓宇業主認為有需要的相關資料）；及

(b) 獲得政府樓宇業主就預計保養費用及將進行的保養工程之書面批准。」

第10.1條

「管理開支。管理開支指按本公契管理該土地時有需要地及合埋地招致的開支、費用及支出…即使本公契另有規定，為免生疑問，管理開支並不包括 … 政府樓宇保養開支。」

第 10.3(i) 條

「支付管理月費。

(i) 即使本公契另有規定：

(i) 受限於本第 10.3(i) 條之其他條文，財政司司長法團作為政府樓宇業主須負責政府樓宇之保養與管理，但毋須負責物件或發展項目其餘部分之保養與管理；

(ii) 財政司司長法團作為政府樓宇業主僅須負責支付有關實際上及直接服務或惠及政府樓宇或由政府樓宇業主、該處佔用人、其受僱人、承辦商、代理人或訪客使用的範圍、設施、服務及物件（構成房協範圍一部分除外（除非其已於任何副公契被指定為房協公用地方與設施一部分））的管理及保養費用，惟：

Common Areas and Facilities under any Sub-Deed of Mutual Covenant)) which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupiers thereof, his servants, contractors, agents or visitors Provided That:

(1) the liability of FSI shall:

(A) be as determined and approved by GPA or person nominated by the Director for this purpose;

(B) in any event, not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land; and

(C) only commence from the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier; and

(2) FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by GPA or person nominated by the Director for this purpose;

(iii) FSI as the Owner of the Government Accommodation shall have no liability for any contribution towards the Management Expenses or any management and maintenance charges for any other part of the Development (whether Common Areas and Facilities or Items or otherwise) or for the provision of facilities or services which do not, in the opinion of GPA or person nominated by the Director for this purpose, actually and directly serve or otherwise directly benefit the Government Accommodation;

(iv) FSI as the Owner of the Government Accommodation shall reimburse to the Manager the capital expenditure incurred after the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier, as shall first be determined and approved in writing by GPA or person nominated by the Director for this purpose before liability for payment thereof is incurred, in respect of areas, facilities, services and the Items (save and except those forming part of the HS Portion, which shall be governed by sub-clause (i)(vi) of this Clause 10.3) which actually and directly serve or benefit the Government Accommodation or are used by the Owner or the occupiers of the Government Accommodation, or their servants, contractors, agents or visitors. In any event, the reimbursement shall not exceed the proportion of the capital expenditure which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land;

(1) 財政司司長法團的責任：

(A) 由政府產業署署長或獲署長為此目的提名的人士決定及批准；

(B) 在任何情況下，管理及保養費用的比例均不得超過政府樓宇的總樓面面積佔所有已建或擬建於該土地上的建築物的總樓面面積的比例；及

(C) 只從政府樓宇的轉讓契據日期或接收政府樓宇的日期開始起計，以較早者為準；及

(2) 除非及直至政府產業署署長或獲署長為此目的提名的人士已書面批准有關金額，財政司司長法團並無責任支付任何管理及保養費用；

(iii) 財政司司長法團作為政府樓宇業主並無責任攤付管理開支、或發展項目任何其他部分（不論是否屬公用地方與設施或物件或其他）的任何管理及保養費用、或政府產業署署長或獲署長為此目的提名的人士認為並非實際上及直接服務或直接惠及政府樓宇所提供的設施或服務的任何管理及保養費用；

(iv) 財政司司長法團作為政府樓宇業主須就實際上及直接服務或惠及政府樓宇或由政府樓宇業主或佔用人、或其受僱人、承辦商、代理人或訪客使用的範圍、設施、服務及物件（構成房協範圍一部分除外，該部分受第10.3條(i)(vi)分條所規管）向管理人補還政府樓宇的轉讓契據日期或接收政府樓宇的日期（以較早者為準）之後所招致之資本開支（在招致該款項的法律責任之前須事先由政府產業署署長或獲署長為此目的提名的人士決定及獲其書面批准）。在任何情況下，該補還款項不得超過資本開支之政府樓宇的總樓面面積佔所有已建或擬建於該土地上的建築物的總樓面面積的比例；

(v) FSI as the Owner of the Government Accommodation shall contribute towards a due proportion of the management and maintenance charges as incurred by the Owner of the HS Portion in respect of areas, facilities, services and the Items forming part of the HS Portion (save and except any part which has been designated as part of the HS Common Areas and Facilities under any Sub-Deed of Mutual Covenant) which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupiers thereof, his servants, contractors, agents or visitors Provided That

(1) the liability of FSI shall:

(A) be as determined and approved by GPA or person nominated by the Director for this purpose;

(B) in any event, not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land; and

(C) only commence from the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier; and

(2) FSI shall incur no liability for payment of any management and maintenance charges unless and until the relevant supporting documents and information as may be required by FSI shall have been submitted by the Owner of the HS Portion and the amount of the management and maintenance charges shall have first been determined and approved in writing by GPA or person nominated by the Director for this purpose; and

(vi) FSI as the Owner of the Government Accommodation shall reimburse to the Owner of the HS Portion the capital expenditure incurred after the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier, as shall first be determined and approved in writing by GPA or person nominated by the Director for this purpose before liability for payment thereof is incurred, in respect of areas, facilities, services and the Items forming part of the HS Portion (save and except any part which has been designated as part of the HS Common Areas and Facilities under any Sub-Deed of Mutual Covenant) which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupiers thereof, his servants, contractors, agents or visitors. In any event, the reimbursement shall not exceed the proportion of the capital expenditure which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land."

(v) 財政司司長法團作為政府樓宇業主須按比例攤付由房協範圍業主所招致有關實際上及直接服務或惠及政府樓宇或由政府樓宇業主、該處佔用人、其受僱人、承辦商、代理人或訪客使用構成房協範圍一部分之範圍、設施、服務及物件（於任何副公契下被指定為房協公用地方與設施一部分之任何部分除外）之管理及保養費用，惟：

(1) 財政司司長法團的責任：

(A) 由政府產業署署長或獲署長為此目的提名的人士決定及批准；

(B) 在任何情況下，管理及保養費用的比例均不得超過政府樓宇的總樓面面積佔所有已建或擬建於該土地上的建築物的總樓面面積的比例；及

(C) 只從政府樓宇的轉讓契據日期或接收政府樓宇的日期開始起計，以較早者為準；及

(2) 除非及直至房協範圍業主已提交財政司司長法團要求之相關證明文件和資料及政府產業署署長或獲署長為此目的提名的人士已決定及書面批准管理及保養費用的金額，財政司司長法團並無責任支付任何管理及保養費用；及

(vi) 財政司司長法團作為政府樓宇業主須就實際上及直接服務或惠及政府樓宇或由政府樓宇業主、該處佔用人、其受僱人、承辦商、代理人或訪客使用構成房協範圍一部分之範圍、設施、服務及物件（於任何副公契下被指定為房協公用地方與設施一部分之任何部分除外）向房協範圍業主補還政府樓宇的轉讓契據日期或接收政府樓宇的日期（以較早者為準）之後所招致之資本開支（在招致該款項的法律責任之前須事先由政府產業署署長或獲署長為此目的提名的人士決定及獲其書面批准）。在任何情況下，該補還款項不得超過資本開支之政府樓宇的總樓面面積佔所有已建或擬建於該土地上的建築物的總樓面面積的比例。」

Clause 10.5(a)(ii)(3)

"Management Fees Deposits and Common Utilities Deposits

(3) ... the Owner of the Government Accommodation shall not be required to make any contribution to the Common Utilities Deposits."

Clause 10.20

"Exemptions for FSI

Notwithstanding anything in this Deed and notwithstanding Clause 10.3(i), FSI as the Owner of the Government Accommodation shall not be liable for any payment of:

(a) Management Fees Deposits;

(b) Special Fund except for the reimbursement of capital expenditure referred to in Clause 10.3(i)(iv) and (vi);

(c) insurance premium;

(d) Debris Removal Charge;

(e) interest and penalty charges on late or default payment of management and maintenance charges;

(f) Decoration Deposit;

(g) Common Utilities Deposits;

or payment of a like nature."

Clause 11.11(e)

"Resolutions

Save as otherwise provided in this Deed, any resolution on any matter concerning the Land passed by a simple majority of votes at a duly convened Owners' meeting by Owners present in person or by proxy and voting shall be binding on all the Owners Provided That:

(e) no resolution shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof; and"

Clause 12.8(e)

"Resolutions

(e) No resolution shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof."

第 10.5(a)(ii)(3) 條

「管理費按金及常用公用設施按金。

(3) … 政府樓宇業主毋須分擔常用公用設施按金。」

第 10.20 條

「財政司司長法團享有的豁免。

即使本公契另有規定及即使第 10.3(i) 條另有規定，財政司司長法團作為政府樓宇業主毋須負責支付以下款項：

(a) 管理費按金；

(b) 特別基金（第 10.3(i)(iv) 及 (vi) 條所指的資本開支之補還除外）；

(c) 保險費；

(d) 廢料清理費；

(e) 因逾期或未能繳交管理及保養費用而徵收的利息及罰款；

(f) 裝修按金；

(g) 常用公用設施按金；

或同類付款。」

第 11.11(e) 條

「決議。

除本公契另有規定外，在正式召開的業主大會上由親身出席作出表決或以代表代為表決的業主以簡單多數通過有關該土地任何事宜的決議將對全體業主有約束力，惟：

(e) 任何決議不得對政府樓宇或其任何部分的使用、運作及保養有不利影響；及」

第 12.8(e) 條

「決議。

(e) 業主委員會的任何決議不得對政府樓宇或其任何部分的使用、運作及保養有不利影響。」

Clause 12.11

"The right of the Owner of the Government Accommodation to attend meetings. The Owner of the Government Accommodation shall have the right to attend the meetings of the Owners' Committee and all notices, agendas and minutes of the meetings of the Owners' Committee shall be sent to FSI free of charge in the manner provided in Clause 14.6(e)."

Clause 14.16

"Exemption for FSI regarding nominated contractors and fitting out. FSI as the Owner of the Government Accommodation shall be exempted from requirements (if any) under this Deed to use maintenance or services contractors nominated by the First Owner, other Owners, the Manager or any other person and from Development Rules regulating fitting out works (if any)."

Clause 14.22

"Government's or FSI's right to vary use of the Government Accommodation. Notwithstanding anything in this Deed and subject to Special Condition No. (11)(b), the Government or FSI shall have the right to alter or vary at its absolute discretion at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the First Owner, the other Owners or the Manager."

Schedule 6

"Additional Rights of the Owner of the Government Accommodation

FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:

1. the right of shelter, support and protection for the Government Accommodation;
2. the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term agreed to be granted under the Land Grant laid on or running through any part of the Land and any part of the Development;
3. the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time at its absolute discretion without any charge by and without having to obtain the approval or consent of the Owners (including the First Owner) or the Manager Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no

第12.11條

「政府樓宇業主出席會議的權利。政府樓宇業主有權出席業主委員會會議，而所有業主委員會會議的通知、議程及會議記錄須按第14.6(e)條的形式免費發送給財政司司長法團。」

第14.16條

「財政司司長法團享有就指定承辦商及裝修要求的豁免。財政司司長法團作為政府樓宇業主獲豁免使用本公契中第一業主、其他業主、管理人或任何其他人士指定的保養或服務承辦商的要求（如有）及發展項目守則中對裝修工程的要求（如有）。」

第14.22條

「政府或財政司司長法團有權變更政府樓宇用途。即使本公契另有規定及受限於特別條款第(11)(b)條，政府或財政司司長法團有權在任何時候以其絕對酌情權改動或變更政府樓宇或其任何部分的用途而毋須獲得第一業主、其他業主或管理人的批准或同意。」

第6附表

「政府樓宇業主額外權利。

財政司司長法團、其承租人、租客、被許可人及獲財政司司長法團授權的人士及政府樓宇當其時的業主及佔用人享有以下權利、特權及地役權：

1. 政府樓宇受庇護、支撐及保護的權利；
2. 於所有時間讓氣體、電力、食水、污水、空調、電話及所有其他服務自由透過現時或於批地文件協定的批租期內於該土地的任何部分及發展項目的任何部分鋪設或越過的溝渠、污水管、排水渠、煙道、導管、管道、水道、電纜、水管、電線及其他傳導媒介由政府樓宇或向政府樓宇通過及流動的權利；
3. 於任何時候以其絕對酌情權自費改動、改道、變更、重鋪或還原政府樓宇或其任何部分任何專用的服務及設施（下稱「政府樓宇服務」）的權利，而毋須向其他業主（包括第一業主）或管理人支付任何費用及獲其批准或同意，惟在進行上述政府樓宇服務的改動、改道、變更、重鋪或還原工程時必須採取

damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation;

4. (a) the right to go, pass and repass over and along and to use any Common Areas and Facilities of the Land or any Common Areas and Facilities of the Development in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any Common Areas and Facilities or any common facilities within the Land or the Development;

   (b) subject to Clauses 10.3(i)(v) and 10.3(i)(vi), the right to go, pass and repass over and along and to use the HS Portion (excluding the PRH Units, the SEN Units, the self-financing RCHE Accommodation, the shops and units inside the Commercial Portion and the Parking Spaces) as may be necessary for the proper use and enjoyment of the Government Accommodation or any part thereof and the Lay-by for Ambulance;

5. the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying, reinstatement works and other works to the Government Accommodation Services or any part thereof;

6. the free and uninterrupted rights of way to and from the Government Accommodation or any part thereof as may be required by the Director;

7. the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

8. the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;

9. the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the Land or any part of the Development with or without servants, workmen and others and with or without plant, equipment, machinery and material;

適當及足夠的預防措施，以確保不會對該土地內及服務除政府樓宇外發展項目的所有部分的該等服務及設施造成損害；

4. (a) 為正當使用及享用政府樓宇或其任何部分的目的通行及再通行、進出、往返及使用該土地的任何公用地方與設施或發展項目之任何公用地方與設施，以及使用和享用該土地或發項目內任何公用地方與設施或任何公用設施的權利；

   (b) 受限於第10.3(i)(v)及10.3(i)(vi)條，為需要正當使用及享用政府樓宇或其任何部分及救護車停車處的目的通行及再通行、進出、往返及使用房協範圍（公共租住房屋單位、年長者居住單位、自負盈虧安老院舍、商業部分內之商舖及單位及停車位除外）；

5. 在所有合理時間不論是否隨同測量師、承辦商、工人及其他人士，及不論是否備有汽車、機械、設備、物料及機器進入該土地或發展項目任何部分的權利，以便擴建政府樓宇或其任何部分或對其進行保養、維修、加建、改建及其他工程，以及對政府樓宇服務或其任何部分之保養、維修、加建、改建、改道、變更、重鋪、還原工程及其他工程；

6. 享有自由及暢通無阻地根據署長要求進出政府樓宇或其任何部分的通行權；

7. 在財政司司長法團認為合適時在政府樓宇或其任何部分的及其內、周圍及邊界上的牆、支柱及其他結構組件之上安裝、建設、展示、陳列、保養、維修、移除和更新招牌及廣告的專有權，及進入該土地或發展項目任何部分的通行權，不論是否隨同受僱人、工人及其他人士，及不論是否備有機械、設備、機器及物料，以便檢查、安裝、建設、展示、陳列、保養、維修、移除及更新該等招牌及廣告；

8. 固定於政府樓宇的天台樓板、牆及其他結構組件上面、裏面或表面的照明管道、消防、通風及其他服務、設施、裝置、固定裝置、附屬工程，機械及物料的通行權；

9. 於專門服務與惠及政府樓宇或其任何部分的及其中、周圍、其內、其上及其下的牆、支柱、橫樑、天花板、天台樓板、行車道或地台樓板及其他結構組件上改動及運行附加服務的權利，及相關通行該土地或發展項目任何部分的通行權，不論是否隨同受僱人、工人及其他人士，及不論是否備有機械、設備、機器及物料；

10. the right at its absolute discretion to alter or vary at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the First Owner, the other Owners or the Manager; and

11. such other rights, privileges and easements as may be deemed necessary or desirable by the Director."

10. 於任何時候以其絕對酌情權改動或變更政府樓宇或其任何部分之用途的權利，而毋須獲得第一業主、其他業主或管理人的批准或同意；及

11. 署長視為必要或恰當的其他權利、特權及地役權。」

3. Temporary Turnaround Facilities

3. 臨時調頭設施

(i) Relevant provisions of the land grant

(i) 批地文件相關條文

Special Condition No. (38)

"The Grantee shall on or before the 31st day of March, 2027 (or such other date as may be approved by the Director) and until the completion of the Future Public Road referred to in Special Condition No. (3) hereof, at his own expense and subject to such conditions as may be imposed by the Commissioner for Transport at all times provide and maintain in all respects to the satisfaction of the Commissioner for Transport, in such position within the lot as the Commissioner for Transport shall approve such temporary turnaround facility or facilities for all Government and public vehicular traffic accessible by motor vehicles of not more than 12 metres in length."

特別條款第(38)條

「承批人須於2027年3月31日或其他署長可能批准的日期或之前直至特別條款第(3)條所指的未來公共道路完成為止，於所有時間自費及受限於運輸署署長施加的條件下及使運輸署署長在各方面滿意下在該地段內以運輸署署長批准的位置提供及維持一項或多項供長度不超過12米的政府及公眾汽車通行使用之臨時調頭設施。」

(ii) Relevant provisions of the deed of mutual covenant

(ii) 公契相關條文

Not applicable.

不適用

4. Loading and Unloading Spaces for Overnight Public Parking

4. 供公眾通宵停車用之上落客貨停車位

(i) Relevant provisions of the land grant

(i) 批地文件相關條文

Special Condition No. (40)

特別條款第(40)條

"(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rate:

(i) one space for every block of the Public Rental Housing Units, such loading and unloading space to be located adjacent to or within each block of the Public Rental Housing Units;

(ii) not less than one space and not more than two spaces for every block of the Senior Citizen Residential Units, such loading and unloading space or spaces to be located adjacent to or within each block of the Senior Citizen Residential Units;

(iii) one space for every block of the SSF Units, such loading and unloading space to be located adjacent to or within each block of the SSF Units;

(iv) not less than one space for every 1,200 square metres or part thereof and not more than one space for every 800 square metres or part thereof of the gross floor area of the Commercial Portion. Of the spaces provided under this sub-clause (a)(iv), 65 percent shall be used for the loading and unloading of light goods vehicles and 35 percent shall be used for the loading and

「(a) 該地段內須以下列比率提供停車位供上落客貨車輛之用並使署長滿意：

(i) 每幢公共租住房屋單位大廈提供一個停車位，而該上落客貨停車位須毗鄰或位於每幢公共租住房屋單位大廈之內；

(ii) 每幢年長者居住單位大廈提供不少於一個但不多於兩個停車位，而該等上落客貨停車位須毗鄰或位於每幢年長者居住單位大廈之內；

(iii) 每幢資助出售房屋單位大廈提供一個停車位，而該上落客貨停車位須毗鄰或位於每幢資助出售房屋單位大廈之內；

(iv) 商業部分之總樓面面積每1,200平方米或其部分不少於一個停車位及每800平方米或其部分不多於一個停車位。在根據此特別條款第(a)(iv)分條提供的停車位中，百分之六十五供輕型貨車作上落客貨之用及百分之

unloading of heavy goods vehicles provided that if the spaces so calculated is not a whole number, the Director may at his absolute discretion round up or round down the number to a whole number.

(b) (i) Each of the spaces provided under sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition and each of the spaces provided under sub-clause (a)(iv) of this Special Condition for the loading and unloading of heavy goods vehicles shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Subject to sub-clause (c) of this Special Condition, such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation in connection with the building or buildings referred to respectively in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(ii) Each of the spaces provided under sub-clause (a)(iv) of this Special Condition for the loading and unloading of light goods vehicles shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. Subject to sub-clause (c) of this Special Condition, such spaces shall not be used for any purpose other than for the loading and unloading of light goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation in connection with the building or buildings referred to in sub-clause (a)(iv) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(c) Notwithstanding sub-clause (b) of this Special Condition, all the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition shall be made available to all members of the public at all times for short term parking on an hourly basis between 8:00 p.m. to 8:00 a.m. daily or at such other hours or on such other basis as may be approved in writing by the Commissioner for Transport. The Grantee shall at all reasonable times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition or any part or parts thereof.

(d) For the purpose of calculating the number of spaces to be provided under sub-clause (a)(iv) of this Special Condition, any floor area of the self-financing RCHE, the RCHE and the Public Vehicle Park as referred to in Special Condition No. (41) hereof and any floor area to be used for parking, loading and unloading purposes shall be excluded.

三十五供重型貨車作上落客貨之用，惟若計算出的停車位數目不是整數，署長可據其絕對酌情權將其上調或下調至下一個整數。

(b) (i) 每個根據此特別條款第(a)(i)、(a)(ii)及(a)(iii)分條提供的停車位及每個根據此特別條款第(a)(iv)分條提供的供重型貨車作上落客貨用途的停車位須闊3.5米及長11.0米，並有最少4.7米淨空高度。受限於此特別條款第(c)分條，該等停車位不得用作與上述特別條款分條分別所提的建築物有關的並根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之貨車作上落客貨用途以外的任何其他用途，及其中特別禁止該等停車位用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(ii) 每個根據此特別條款第(a)(iv)分條提供的供輕型貨車作上落客貨用途的停車位須闊3.5米及長7.0米，並有最少3.6米淨空高度。受限於此特別條款第(c)分條，該等停車位不得用作與此特別條款第(a)(iv)分條所提的建築物有關的並根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之輕型貨車作上落客貨用途以外的任何其他用途，及其中特別禁止該等停車位用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(c) 即使此特別條款第(b)分條另有規定，此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供的所有上落客貨停車位須於所有時間每天下午八時至上午八時以時租形式或獲運輸署署長書面批准之其他時間或形式，供所有公眾人士作短期停泊汽車。承批人須在所有合理時間內准許所有公眾人士自由進出及通過該地段之部分或任何在該地段上已建或擬建的一幢或多幢建築物，以進出此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供的上落客貨停車位或其任何部分。

(d) 就計算根據此特別條款第(a)(iv)分條提供之停車位數目而言，將不計算自負盈虧安老院、安老院及根據特別條款第(41)條所指之公眾停車場的任何樓面面積和作停泊及上落客貨用途之任何樓面面積。

(e) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge, underlet or part with the possession of or otherwise dispose of the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may underlet the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition subject to the conditions as stipulated in sub-clause (c) of this Special Condition on condition that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit (whichever is the earlier) under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition, or part or parts thereof, to which such underletting relates.

(f) The Grantee (which expression for the purpose of this Special Condition shall not include the Grantee's assigns) shall at his expense at all times during the term hereby agreed to be granted uphold, maintain, repair, operate, conduct and manage the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the Commissioner for Transport.

(g) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the loading and unloading spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition or any part or parts of the lot to the public for the right of passage.

(h) It is expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(e) 即使此等條款已獲遵從及符合以使署長滿意，除非承批人是根據此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條並受限於此特別條款第(c)分條規定出租上落客貨停車位，承批人不得轉讓、按揭、押記、出租、放棄管有或以其他方式處置此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供之上落客貨停車位或其任何部分或其中的任何權益（不論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議，惟條件是直至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例就此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供之上落客貨停車位或其任何部分發出佔用許可證或臨時佔用許可證之後，承批人才可開始出租有關停車位。

(f) 承批人（就此特別條款而言，「承批人」一詞不包括承批人之受讓人）須於此協定的批租期內的所有時間，以各方面依據所有有關公眾停車場及公眾停泊汽車及現時或任何時候在香港生效的條例、附屬法例及規例，自費維持、保養、維修、運作、處理及管理此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供之上落客貨停車位及其所有構成或附屬部分，以使運輸署署長滿意。

(g) 批地文件雙方明確同意、聲明及規定，在施加此特別條款第(c)分條下的責任時，承批人並無意圖而政府亦無同意將此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供之上落客貨停車位或該地段任何部分撥供公眾通行。

(h) 批地文件雙方明確同意、聲明及規定，承批人在此特別條款第(c)分條下的責任並不會導致任何有關在《建築物(規劃)規例》第22(1)條或其修訂或替代法例或其他條文下額外上蓋面積或地積比率寬免或權利的期望或申索。為免生疑問，承批人明確放棄任何及所有有關《建築物(規劃)規例》第22(1)條或其修訂或替代法例下額外上蓋面積或地積比率或其寬免或相關權利的申索。

(i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, agents, workmen or contractors arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition."

(ii) Relevant provisions of the deed of mutual covenant

Clause 1 (Definition)

""**HS Portion**" means such domestic and non-domestic parts in the Development, which are (for identification purpose) coloured Grey, Grey Stippled Black, Grey Hatched Black and Grey Cross-Hatched Black on the Plans (collectively the "**Coloured Grey Areas**" in this definition), in respect of which the Right to Occupy belongs to the Owner of the Shares allocated thereto, including:

...

(f) the Loading and Unloading Spaces;

...

"**Loading and Unloading Space**" means a loading and unloading space provided under Special Condition No. (40)(a), which is (for identification purpose) marked "057" and "058" on Ground Floor Plan and "045" to "051" on First Floor Plan of the Plans;"

Clause 4.9

"Obligations of the Owners in relation to the car park areas

(a) For so long as all Parking Spaces are owned by the First Owner, the First Owner shall be responsible for the management and maintenance of the whole of the car park areas within the HS Portion (including but not limited to the Public Vehicle Park, the driveways, ramps, circulation areas and such other areas and facilities serving different parking spaces or loading and unloading spaces; but excluding those parking spaces or loading and unloading spaces forming part of the Development Common Areas and Facilities or the SSF Common Areas and Facilities) at its own cost and expense.

(b) In the event that the Parking Spaces fall into multi-ownership, subject to the terms of the relevant Sub-Deed(s) of Mutual Covenant, the expenditure relating to those parts of the car park areas designated as HS Common Areas and Facilities in accordance with Clause 4.8(d) above shall be borne by different Owners in the following manner:

(i) the Owners of SSF Units shall contribute to a proportion of such expenditure which the total gross floor area of all SSF Disabled Parking Space and SSF Visitors' Parking Spaces to the total gross floor area of all Parking Spaces, the SSF Disabled Parking Space, the SSF Visitors' Parking Spaces, the PRH

(i) 承批人須就承批人、其受僱人、代理人、工人或承辦商因履行承批人於此特別條款下的責任所作出或沒有作出的任何事情，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。」

(ii) 公契相關條文

第 1 條（定義）

「「**房協範圍**」指發展項目之住宅及非住宅部分並在公契夾附圖則上以灰色、灰色加黑點、灰色加黑斜線及灰色加黑交叉斜線顯示（以資識別）（定義內統稱為「**灰色範圍**」）且其佔用權屬其獲分配不分割份數之業主，包括：

...

(f) 上落客貨停車位；

...

「上落客貨停車位」指特別條款第 (40)(a) 條提供之上落客貨停車位，並在公契夾附圖則之地下平面圖上以「057」及「058」標示及一樓平面圖上以「045」至「051」標示的部分（以資識別）；」

第 4.9 條

「業主與停車場範圍有關之責任。

(a) 當第一業主擁有所有停車位時，第一業主須自費負責管理及保養房協範圍內整個停車場範圍（包括但不限於公眾停車場、車輛通道、坡道、流通區域及服務不同停車位或上落客貨停車位之其他範圍及設施；但構成發展項目公用地方與設施或資助出售房屋公用地方與設施一部分之停車位或上落客貨停車位除外）。

(b) 倘若多位業主共同擁有停車位，受限於相關之副公契條款，與根據上述第 4.8(d) 條所指定為房協公用地方與設施的停車場範圍部分之有關開支將由不同業主以以下方式分擔：

(i) 資助出售房屋單位業主須按所有資助出售房屋傷殘人士停車位及資助出售房屋訪客停車位的整體總樓面面積佔所有停車位、資助出售房屋傷殘人士停車位、資助出售房屋訪客停車位、公共租住房屋傷殘人士停車

Disabled Parking Space, the Commercial Disabled Parking Space, the Loading and Unloading Spaces, the Public Vehicle Park and the parking space forming part of the self-financing RCHE Accommodation; and

(ii) the Owners of the Parking Spaces and other parts of the HS Portion shall contribute to the remaining proportion of such expenditure in accordance with the provisions in the relevant Sub-Deed(s) of Mutual Covenant."

Schedule 3, Part B, Paragraph 1

"Each Owner holds his Unit subject to the following:

(1) Land Grant. Any rights reserved to the Government and the members of the public and other persons or entities under the Land Grant, which include without limitation the right of the public to access to and from the Loading and Unloading Spaces and the Public Vehicle Park under Special Conditions Nos. (40)(c) and (41)(g) respectively."

5. Public Vehicle Park

(i) Relevant provisions of the land grant

Special Condition No. (41)

"(a) In addition to the requirements to provide parking, loading and unloading spaces under and in accordance with Special Conditions Nos. (39) and (40), the Grantee shall on or before the 31st day of March, 2027 (or such other date as may be approved by the Director), at his own expense, in all respects to the satisfaction of the Director and in accordance with these Conditions and the Public Vehicle Park Layout Plan as referred to and approved under sub-clause (b) of this Special Condition, erect, construct, provide and maintain within the lot a public vehicle park (hereinafter referred to as **"the Public Vehicle Park"**). The Grantee shall provide within the Public Vehicle Park:

(i) 92 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres provided that out of the spaces so provided under this sub-clause (a)(i), such number of spaces shall be reserved and designated for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation as the Building Authority may require and approve on condition that a minimum of one space shall be so reserved and designated out of the spaces provided under this sub-clause (a)(i), and the dimension of each of the spaces so reserved and designated shall be as the Building Authority may require and approve;

位、商業部分傷殘人士停車位、上落客貨停車位、公眾停車場及構成自負盈虧安老院舍一部分之停車位的整體總樓面面積之比例分擔該等開支；及

(ii) 停車位及房協範圍其他部分之業主須按相關之副公契條文分擔該等開支之餘下比例。」

第3附表第B部第1條

「每位業主根據以下持有其單位：

(1) 批地文件。批地文件保留予政府及公眾人士及其他人士或個體之任何權利，包括但不限於分別根據特別條款第(40)(c)及(41)(g)條下公眾通過往來上落客貨停車位及公眾停車場之通行權。」

5. 公眾停車場

(i) 批地文件相關條文

特別條款第(41)條

「(a) 除根據特別條款第(39)及(40)條要求提供停車位與上落客貨停車位外，承批人須於2027年3月31日或其他署長可能批准的日期或之前自費根據此等條款及此特別條款第(b)分條所指及獲批准的公眾停車場布局圖於該地段內搭建、興建、提供及保養公眾停車場（下稱「**公眾停車場**」）並使署長在各方面滿意。承批人須於公眾停車場內提供：

(i) 92個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌的汽車停泊之用，而每個據此提供的停車位須闊2.5米及長5.0米，並有最少2.4米淨空高度。惟在根據此特別條款第(a)(i)分條提供的停車位中，承批人須依照建築事務監督的要求及批准保留及指定停車位數目，供傷殘人士停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之汽車，惟最少一個停車位須從此特別條款第(a)(i)分條提供的停車位中保留及指定，而每個保留及指定之停車位尺寸須依照建築事務監督的要求及批准；

(ii) 35 spaces for the parking of light goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and each of the spaces so provided shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres;

(iii) 35 spaces for the parking of medium goods vehicles or heavy goods vehicles both licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and each of the spaces so provided shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres; and

(iv) 10 spaces for the parking of light buses licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation or coaches and each of the spaces so provided shall measure 3.5 metres in width and 12.0 metres in length with a minimum headroom of 3.8 metres.

(b) The Grantee shall within 24 calendar months from the date of this Agreement or such other extended period as may be approved by the Director submit or cause to be submitted to the Director for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the Director (hereinafter referred to as "the Public Vehicle Park Layout Plan"). The parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the Public Vehicle Park Layout Plan approved by the Director under this sub-clause (b) and in all respects to the satisfaction of the Director. The Grantee shall maintain the spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the Public Vehicle Park Layout Plan approved by the Director under this sub-clause (b) and shall not alter the layout except with the prior written consent of the Director.

(c) No floor or floors or level or levels of the Public Vehicle Park shall be served or accessible by any means of vehicular access except by such vehicular access as may be approved in writing by the Director.

(d) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any motor vehicle can be moved into or away from each parking space from or to the driveway or circulation areas without obstruction.

(e) The positions of the ingress and egress control points, drop gate, pay booth and access arrangement for the Public Vehicle Park shall be subject to the prior written approval of the Director.

(ii) 35個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌的輕型貨車停泊之用，而每個據此提供的停車位須闊3.5米及長7.0米，並有最少3.6米淨空高度；

(iii) 35個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌的中型貨車或重型貨車停泊之用，而每個據此提供的停車位須闊3.5米及長11.0米，並有最少4.7米淨空高度；及

(iv) 10個停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌的小型巴士，或旅遊巴士停泊之用，而每個據此提供的停車位須闊3.5米及長12.0米，並有最少3.8米淨空高度。

(b) 承批人須於本協議日期起計24個曆月內或其他署長可能批准的延長期限向署長提交或達致提交公眾停車場布局圖以供其書面批准，公眾停車場布局圖須標明停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區域及任何其他署長要求的範圍及空間之布局（下稱「公眾停車場布局圖」）。須根據此特別條款第(b)分條獲署長批准之公眾停車場布局圖而提供及布局停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區域及任何其他署長要求的範圍及空間，使署長在各方面滿意。承批人須根據此特別條款第(b)分條獲署長批准之公眾停車場布局圖維持停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區及任何其他署長要求的範圍及空間，未得署長事先書面同意，不得改動該布局。

(c) 除經署長書面批准之車輛進出通道外，不得使用或經由任何車輛進出通道進出公眾停車場之泊車樓層或層。

(d) 公眾停車場內提供之每個停車位均須直接面向車輛通道或有充足之流通區域，致使任何汽車可經車輛通道或流通區域駛進或駛離每個停車位而不受阻礙。

(e) 公眾停車場之進出管制站、柵欄、繳費處及通道安排之位置須由署長事先書面批准。

(f) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle referred to in sub-clause (a) of this Special Condition shall have to queue or wait outside the lot to enter into the Public Vehicle Park.

(g) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times 24 hours a day (or at such other hours as may be approved by the Director) for short-term parking on hourly, daily or monthly basis or on such other basis as may be approved in writing by the Commissioner for Transport. The Grantee shall at all times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park or any part or parts thereof.

(h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (9)(c) hereof:

(i) there shall be taken into account the parking spaces, turning circles, means of access and circulation areas and any other areas or spaces provided within the Public Vehicle Park in accordance with sub-clauses (a), (b), (c), (d) and (e) of this Special Condition if they are provided at or above ground level;

(ii) there shall not be taken into account the parking spaces, turning circles, means of access and circulation areas and any other areas or spaces provided within the Public Vehicle Park in accordance with sub-clauses (a), (b), (c), (d) and (e) of this Special Condition if they are provided below ground level;

(iii) for the purpose of this Special Condition, the decision of the Director as to:

(I) whether any area or space is provided within the Public Vehicle Park;

(II) what constitutes ground level; and

(III) whether any area or space is at, above or below ground level

shall be final and binding on the Grantee; and

(iv) the gross floor area of the Public Vehicle Park or any part or parts thereof shall be as determined by the Director whose determination shall be final and binding upon the Grantee.

(i) The parking spaces provided within the Public Vehicle Park shall not be used for any purpose other than for the parking of motor vehicles, light goods vehicles, medium goods vehicles, heavy goods vehicles and light buses licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and coaches respectively referred to therein and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(f) 公眾停車場布局之設計須使此特別條款第(a)分條所指的汽車進入公眾停車場時毋須於該地段外排隊或等候。

(g) 公眾停車場提供的所有停車位須於一天24小時（或獲署長批准之其他時間）以時租、日租或月租形式或獲運輸署署長書面批准之其他形式，供所有公眾人士作短期停泊汽車。承批人須於所有時間內准許所有公眾人士自由進出及通過該地段之部分或任何在該地段上已建或擬建之一幢或多幢建築物，以進出公眾停車場或其任何部分。

(h) 就計算特別條款第(9)(c)條規定的整體總樓面面積而言：

(i) 根據此特別條款第(a)、(b)、(c)、(d)及(e)分條於公眾停車場內提供的停車位、迴旋處、進出通道及流通區域，及任何其他範圍或空間，若位於地下或以上樓層將納入計算整體總樓面面積；

(ii) 根據此特別條款第(a)、(b)、(c)、(d)及(e)分條於公眾停車場內提供的停車位、迴旋處、進出通道及流通區域，及任何其他範圍或空間，若位於地下以下樓層將不納入計算整體總樓面面積；

(iii) 就此特別條款而言，署長就：

(I) 任何範圍或空間是否屬公眾停車場內提供；

(II) 何謂地下樓層；及

(III) 任何範圍或空間是否位於地下、地下以上或以下樓層

的決定為最終決定並對承批人有約束力；及

(iv) 公眾停車場或其任何部分之總樓面面積由署長決定，其決定為最終決定並對承批人有約束力。

(i) 每個公眾停車場內提供的停車位不得用作其分別所指的根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌之汽車、輕型貨車、中型貨車、重型貨車及小型巴士，以及旅遊巴士停泊以外的任何其他用途，其中特別禁止公眾停車場或其任何部分用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(j) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Vehicle Park or any part or parts of the lot to the public for the right of passage.

(k) It is expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(l) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, agents, workmen or contractors arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition.

(m) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may underlet the parking spaces within the Public Vehicle Park subject to the conditions as stipulated in sub-clauses (g) and (i) of this Special Condition on condition that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit (whichever is the earlier) under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the parking spaces within the Public Vehicle Park, or part or parts thereof, to which such underletting relates.

(j) 批地文件雙方明確同意、聲明及規定，在向承批人施加此特別條款第(g)分條下的責任時，承批人並無意圖而政府亦無同意將公眾停車場或該地段任何部分撥供公眾通行。

(k) 批地文件雙方明確同意、聲明及規定，承批人在此特別條款第(g)分條下的責任並不會導致任何有關在《建築物(規劃)規例》第22(1)條或其修訂或替代法例或其他條文下額外上蓋面積或地積比率寬免或權利的期望或申索。為免生疑問，承批人明確放棄任何及所有有關《建築物(規劃)規例》第22(1)條或其修訂或替代法例下額外上蓋面積或地積比率或其寬免或相關權利的申索。

(l) 承批人須就承批人、其受僱人、代理人、工人或承辦商因履行承批人於此特別條款下的責任所作出或沒有作出的任何事情，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。

(m) 即使此等條款已獲遵從及符合以使署長滿意，除非承批人是受限於此特別條款第(g)及(i)分條規定出租公眾停車場內的停車位，承批人不得轉讓、按揭、押記、出租、放棄管有或以其他方式處置公眾停車場或其任何部分或其中的任何權益（不論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議，惟條件是直至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出涵蓋公眾停車場內與該等出租有關的停車位之佔用許可證或臨時佔用許可證（以較早者為準）之後，承批人才可開始進行該等出租。

(n) The Grantee (which expression for the purpose of this Special Condition shall not include the Grantee's assigns) shall at his expense at all times during the term hereby agreed to be granted uphold, maintain, repair, operate, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the Commissioner for Transport."

(ii) Relevant provisions of the deed of mutual covenant

Clause 1 (Definition)

""**HS Portion**" means such domestic and non-domestic parts in the Development, which are (for identification purpose) coloured Grey, Grey Stippled Black, Grey Hatched Black and Grey Cross-Hatched Black on the Plans (collectively the "Coloured Grey Areas" in this definition), in respect of which the Right to Occupy belongs to the Owner of the Shares allocated thereto, including:

...

(g) the Public Vehicle Park;

...

"**Public Vehicle Park**" means the public vehicle park in the Development provided under Special Condition No. (41)(a) and includes (without limitation) :

(a) 92 spaces for the parking of motor vehicles provided under Special Condition No. (41)(a)(i), which are for identification purpose marked "P001" to "P092" and shown coloured Grey on the Basement 1 Floor Plan of the Plans;

(b) 35 spaces for the parking of light goods vehicles provided under Special Condition No. (41)(a)(ii), which are for identification purpose marked "063" to "097" and shown coloured Grey on the Basement 1 Floor Plan of the Plans;

(c) 35 spaces for the parking of medium goods vehicles or heavy goods vehicles provided under Special Condition No. (41)(a)(iii), which are for identification purpose marked "056" and shown coloured Grey on the Ground Floor Plan of the Plans and marked "001" to "034" and shown coloured Grey on the First Floor Plan of the Plans; and

(d) 10 spaces for the parking of light buses provided under Special Condition No. (41)(a)(iv), which are for identification purpose marked "035" to "044" and shown coloured Grey on the First Floor Plan of the Plans;"

(n) 承批人（就此特別條款而言，「承批人」一詞不包括承批人之受讓人）須於此協定的批租期內的所有時間，以各方面依據所有有關公眾停車場及公眾停泊汽車及現時或任何時候在香港生效的條例、附屬法例及規例，自費維持、保養、維修、運作、處理及管理公眾停車場及其所有構成或附屬部分，以使運輸署署長滿意。」

(ii) 公契相關條文

第1條（定義）

「「**房協範圍**」指發展項目之住宅及非住宅部分並在公契夾附圖則上以灰色、灰色加黑點、灰色加黑斜線及灰色加黑交叉斜線顯示（以資識別）（定義內統稱為「灰色範圍」）且其佔用權屬其獲分配不分割份數之業主，包括：

...

(g) 公眾停車場；

...

「**公眾停車場**」指特別條款第(41)(a)條於發展項目提供之公眾停車場及包括（但不限於）：

(a) 根據特別條款第(41)(a)(i)條提供之92個供汽車停泊的停車位，並在公契夾附圖則之地庫一層平面圖上以「P001」至「P092」標示及以灰色顯示的部分（以資識別）；

(b) 根據特別條款第(41)(a)(ii)條提供之35個供輕型貨車停泊的停車位，並在公契夾附圖則之地庫一層平面圖上以「063」至「097」標示及以灰色顯示的部分（以資識別）；

(c) 根據特別條款第(41)(a)(iii)條提供之35個供中型貨車或重型貨車停泊的停車位，並在公契夾附圖則之地下平面圖上以「056」標示及以灰色顯示的部分，及在公契夾附圖則之一樓平面圖上以「001」至「034」標示及以灰色顯示的部分（以資識別）；及

(d) 根據特別條款第(41)(a)(iv)條提供之10個供小型巴士停泊的停車位，並在公契夾附圖則之一樓平面圖上以「035」至「044」標示及以灰色顯示的部分（以資識別）；」

Clause 4.9

"Obligations of the Owners in relation to the car park areas

(a) For so long as all Parking Spaces are owned by the First Owner, the First Owner shall be responsible for the management and maintenance of the whole of the car park areas within the HS Portion (including but not limited to the Public Vehicle Park, the driveways, ramps, circulation areas and such other areas and facilities serving different parking spaces or loading and unloading spaces; but excluding those parking spaces or loading and unloading spaces forming part of the Development Common Areas and Facilities or the SSF Common Areas and Facilities) at its own cost and expense.

(b) In the event that the Parking Spaces fall into multi-ownership, subject to the terms of the relevant Sub-Deed(s) of Mutual Covenant, the expenditure relating to those parts of the car park areas designated as HS Common Areas and Facilities in accordance with Clause 4.8(d) above shall be borne by different Owners in the following manner:

(i) the Owners of SSF Units shall contribute to a proportion of such expenditure which the total gross floor area of all SSF Disabled Parking Space and SSF Visitors' Parking Spaces to the total gross floor area of all Parking Spaces, the SSF Disabled Parking Space, the SSF Visitors' Parking Spaces, the PRH Disabled Parking Space, the Commercial Disabled Parking Space, the Loading and Unloading Spaces, the Public Vehicle Park and the parking space forming part of the self-financing RCHE Accommodation; and

(ii) the Owners of the Parking Spaces and other parts of the HS Portion shall contribute to the remaining proportion of such expenditure in accordance with the provisions in the relevant Sub-Deed(s) of Mutual Covenant."

Schedule 3, Part B, Paragraph 1

"Each Owner holds his Unit subject to the following:

Land Grant. Any rights reserved to the Government and the members of the public and other persons or entities under the Land Grant, which include without limitation the right of the public to access to and from the Loading and Unloading Spaces and the Public Vehicle Park under Special Conditions Nos. (40)(c) and (41)(g) respectively."

Schedule 7, Paragraph 16(c)

"Entry

(c) [The Manager has the power] [t]o enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required and the entry may take place at all times) the part of the Public Vehicle Park on the First Floor freely and without payment of any nature whatsoever for the purpose of gaining access to, from and between any

第4.9條

「業主與停車場範圍有關之責任。

(a) 當第一業主擁有所有停車位時，第一業主須自費負責管理及保養房協範圍內整個停車場範圍（包括但不限於公眾停車場、車輛通道、坡道、流通區域及服務不同停車位或上落客貨停車位之其他範圍及設施；但構成發展項目公用地方與設施或資助出售房屋公用地方與設施一部分之停車位或上落客貨停車位除外）。

(b) 倘若多位業主共同擁有停車位，受限於相關之副公契條款，與根據上述第4.8(d)條所指定為房協公用地方與設施的停車場範圍部分之有關開支將由不同業主以以下方式分擔：

(i) 資助出售房屋單位業主須按所有資助出售房屋傷殘人士停車位及資助出售房屋訪客停車位的整體總樓面面積佔所有停車位、資助出售房屋傷殘人士停車位、資助出售房屋訪客停車位、公共租住房屋傷殘人士停車位、商業部分傷殘人士停車位、上落客貨停車位、公眾停車場及構成自負盈虧安老院舍一部分之停車位的整體總樓面面積之比例分擔該等開支；及

(ii) 停車位及房協範圍其他部分之業主須按相關之副公契條文分擔該等開支之餘下比例。」

第3附表第B部第1條

「每位業主根據以下持有其單位：

批地文件。批地文件保留予政府及公眾人士及其他人士或個體之任何權利，包括但不限於分別根據特別條款第(40)(c)及(41)(g)條下公眾通過往來上落客貨停車位及公眾停車場之通行權。」

第7附表第16(c)條

「進入權。

(c) 〔管理人有權力〕在任何合理時間內經合理通知後（除於緊急情況下則毋須通知可於任何時候進入）不論是否隨同工人、是否備有設備或物料自由及毋須支付任何性質之費用進入一樓公眾停車場之部分，以通過進出及往來任何公

Common Areas and Facilities and the Manager shall at its own costs and expense make good any damage and be responsible for any liability caused by the negligent, wilful or criminal acts or omissions of the Manager or its employees, agents or contractors in exercising the power under this paragraph 16(c)."

6. Diversion of the Existing Drainage Pipe

(i) Relevant provisions of the land grant

Special Condition No. (54)

"(a) (i) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing storm water drainage pipe of 1050mm diameter within the area of the existing drainage pipe zone (hereinafter referred to as **"the Existing Drainage Pipe"**).

(ii) Without prejudice to the generality of the provisions of General Conditions Nos. 2 and 3 hereof, the Grantee shall be deemed to have satisfied himself as to and have, accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Drainage Pipe and no objection or claim of whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons by reason of the presence of the Existing Drainage Pipe.

(iii) Subject to sub-clause (b) of this Special Condition, the Grantee shall not interfere with or obstruct or remove or relocate or permit or suffer to be interfered with or obstructed or removed or relocated the Existing Drainage Pipe or part or parts thereof.

(b) Without prejudice to the provisions of Special Condition No. (52) hereof, prior to commencement of any building works (other than ground investigation and site formation works of the lot, the works of the Excepted and Reserved Areas specified in Special Condition No. (4) hereof), the Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out diversion works for or in connection with the Existing Drainage Pipe (hereinafter referred to as **"the Diversion Works"**) to such location or locations within or outside the lot with such materials and to such standard, specification and design as the Director may approve or require and complete the Diversion Works in accordance with the proposal approved by the Director under sub-clause (c) of this Special Condition in good and workmanlike manner and in all respects to the satisfaction of the Director. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons by reason of the carrying out of the Diversion Works.

(c) Prior to commencement of the Diversion Works, the Grantee shall at his own expense submit to the Director for his approval a written proposal for the Diversion Works.

用地方與設施，及管理人或其員工、代理人或承辦商在行使本第16(c)條之權利時因疏忽、蓄意或犯罪行為或忽略而造成任何損害，管理人須自費修補損害及承擔任何法律責任。」

6. 現存排水管道改道工程

(i) 批地文件相關條文

特別條款第(54)條

「(a) (i) 承批人確認在本協議日期當日，於現存排水管道區域之範圍內存有一條直徑1050毫米之雨水排水管道（下稱「**現存排水管道**」）。

(ii) 在不影響一般條款第2及3條之條文的一般性下，承批人被視為已滿意並接受於本協議日期當日現存排水管道已存在下該地段之現存狀況及狀態，且承批人亦不得就此作出或提出反對或索償，不論性質為何。政府毋須就現存排水管道的存在而對承批人或任何其他人士造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何責任或法律責任。

(iii) 受限於此特別條款第(b)分條，承批人不得干預、阻礙、移除或遷移，或准許或容許干預、阻礙、移除或遷移現存排水管道或其部分。

(b) 在不影響特別條款第(52)條的條文為前提下，在展開任何建築工程之前（該地段之土地勘測及地盤平整工程，及特別條款第(4)條指明的保留及預留範圍之工程除外），承批人須自費及使署長在各方面滿意下進行改道工程，以接駁現存排水管道至署長批准或要求之該地段以內或以外的位置（下稱「改道工程」），並以署長批准或要求之物料、標準、規格及設計按根據此特別條款第(c)分條獲署長批准的建議書，以良好工藝完成改道工程，以使署長在各方面滿意。政府毋須就進行改道工程而對承批人或任何其他人士造成或蒙受的任何損害、滋擾或侵擾承擔任何責任或法律責任。

(c) 在展開改道工程之前，承批人須自費向署長提交改道工程之建議書以供其書面批准。

(d) Upon completion of the Diversion Works, the Grantee shall at his own expense maintain the drains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Diversion Works (hereinafter collectively referred to as **"the Diverted Drainage Pipes"**) in good condition and in all respects to the satisfaction of the Director until the Diverted Drainage Pipes shall be handed over by the Grantee in accordance with sub-clause (e) of this Special Condition.

(e) The Diverted Drainage Pipes shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted Drainage Pipes shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that these Conditions have been compiled with to his satisfaction.

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

(g) The Grantee shall at all times permit the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected on the lot for the purposes of:

(i) inspecting, operating, maintaining and repairing the Existing Drainage Pipe prior to the completion of the Diversion Works; and

(ii) inspecting, checking and supervising the Diversion Works and the carrying out of the works under sub-clause (f) of this Special Condition.

(h) The Government, the Director and his officers, contractors and agents and any persons duly authorized under sub-clause (g) of this Special Condition shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons whether arising out of or incidental to the exercise of the right by the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (g) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (g) of this Special Condition or otherwise by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(d) 在改道工程完工之後，承批人須自費保養屬改道工程一部分而搭建或興建之排水渠、集水井、暗渠或連蓋沙井及其他構築物（下統稱「**改道排水管道**」）以保持其良好狀態及使署長在各方面滿意，直至承批人根據此特別條款第(e)分條移交改道排水管道為止。

(e) 承批人須按政府要求時將改道排水管道無代價移交予政府。並在任何情況下於署長發信表明此等條款已獲符合並使其滿意之日視為已無代價移交予政府。

(f) 倘若承批人未能完成此特別條款第(b)及(d)分條之責任，政府可以進行所需工程，費用由承批人承擔，承批人須按要求向政府支付有關費用，該金額由署長決定並為最終決定及對承批人有約束力。

(g) 承批人須在所有時間准許政府、署長及其人員、承辦商、代理人及工人及任何獲署長授權之人士，不論是否備有工具、設備、機械、機器或汽車，有權自由及不受限制進入、離開及再進入該地段或其任何部分及任何在該地段上已建或擬建之一幢或多幢建築物：

(i) 於改道排水管道完工之前以視察、運作、保養及維修現存排水管道；及

(ii) 視察、檢查及監督改道工程及進行此特別條款第(f)分條下的工程。

(h) 政府、署長及其人員、承辦商及代理人及任何根據此特別條款第(g)分條獲正式授權之人士毋須就因政府、署長及其人員、承辦商、代理人及工人及任何根據此特別條款第(g)分條獲正式授權之人士行使權力或其他原因所引起或引致而對承批人或任何其他人士造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何責任或法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府、署長及其人員、承辦商、代理人及工人及任何根據此特別條款第(g)分條獲正式授權之人士索償。

(i) The Grantee shall at all times indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the presence of the Existing Drainage Pipe, the carrying out of the Diversion Works, the erection, construction, presence, repair or maintenance of the Diverted Drainage Pipes and the works under sub-clause (f) of this Special Condition.

(j) In the event that the Diverted Drainage Pipes are located wholly within or partly within and partly outside the lot, the location and boundary of the Drainage Reserve Area shall be revised in all respects to the satisfaction of the Director whose decision shall be final and binding on the Grantee (the Drainage Reserve Area so revised is hereinafter referred to as **"the Revised Drainage Reserve Area"** and the provisions in Special Conditions Nos. (53)(b), (53)(c), (53)(d), (53)(e) and (53)(f) hereof shall be applicable to the Revised Drainage Reserve Area with the reference of "the Drainage Reserve Area" in Special Conditions Nos. (53)(a), (53)(b), (53)(c), (53)(d), (53)(e) and (53)(f) hereof being replaced and substituted by "the Revised Drainage Reserve Area")."

(ii) Relevant provisions of the deed of mutual covenant

Not applicable.

B. FACILITIES THAT ARE REQUIRED UNDER THE LAND GRANT TO BE MANAGED, OPERATED OR MAINTAINED FOR PUBLIC USE AT THE EXPENSE OF THE OWNERS OF THE RESIDENTIAL PROPERTIES IN THE PHASE

1. Excepted and Reserved Areas

(i) Relevant provisions of the land grant

Please see paragraph A1(i) above.

(ii) Relevant provisions of the deed of mutual covenant

Please see paragraph A1(ii) above.

2. Items

(i) Relevant provisions of the land grant

Special Condition No. (23)

"(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (35)(a)(ii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as **"the Items"**):

(i) 承批人須於所有時間就現存排水管道之存在，改道工程之進行，改道排水管道之搭建、興建、存在、維修或保養及此特別條款第(f)分條之工程，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。

(j) 倘若改道排水管道完全位於該地段之內，或部分位於該地段之內及部分位於該地段之外，須修改渠務專用範圍之位置及邊界並使署長在各方面滿意，署長為此的決定為最終決定並對承批人有約束力（已修改之渠務專用範圍下稱**「已修改渠務專用範圍」**，特別條款第(53)(b)、(53)(c)、(53)(d)、(53(e)及(53)(f)條條文將適用於「已修改渠務專用範圍」，即「已修改渠務專用範圍」將替代或取代特別條款第(53)(b)、(53)(c)、(53)(d)、(53)(e)及(53)(f)條中所指之「渠務專用範圍」。」

(ii) 公契相關條文

不適用

B. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施

1. 保留及預留範圍

(i) 批地文件相關條文

見上文第A1(i)段。

(ii) 公契相關條文

見上文第A1(ii)段。

2. 物件

(i) 批地文件相關條文

特別條款第(23)條

「(a) 受限於特別條款第(35)(a)(ii)(I)條提述由財政司司長法團作出的任何供款，承批人須於整個在此協定的批租期內自費保養以下物件（下稱「物件」）使署長在各方面滿意：

(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;

(iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;

(iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

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

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

(ii) Relevant provisions of the deed of mutual covenant

Clause 1 (Definition)

""**Development Common Areas and Facilities**" means those Common Areas and Facilities which are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different SSF Units and the HS Portion (whether or not the same are provided or installed also for the common use and benefit of the Owners, occupiers, licensees or invitees of the Government Accommodation as well), and shall include:

...

(j) the Items, save to the extent forming part of the HS Portion or the SSF Common Areas and Facilities (if any);

...

"**HS Portion**" means such domestic and non-domestic parts in the Development, which are (for identification purpose) coloured Grey, Grey Stippled Black, Grey Hatched Black and Grey Cross-Hatched Black on the Plans (collectively the "Coloured Grey Areas" in this definition), in respect of which the Right to Occupy belongs to the Owner of the Shares allocated thereto, including:

...

(i) 政府樓宇的外部裝修物料及政府樓宇的及其中、周圍、其內、其上及其下的一切牆、支柱、橫樑、天花板、天台樓板、行車道或地台樓板的結構及任何其他結構件；

(ii) 服務政府樓宇和該地段的發展項目餘下部分的所有升降機、扶手電梯及樓梯；

(iii) 構成服務政府樓宇和該地段的發展項目餘下部分之系統一部分的所有屋宇裝備裝置、機械及設備（包括但不限於攜帶式和固定消防裝置設備）；

(iv) 所有政府樓宇下之結構樓板連同其內及其下的排水系統；及

(v) 服務政府樓宇和該地段的發展項目餘下部分的所有其他公用部分及設施。

(b) 承批人須就因其未能保養物件而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府和財政司司長法團作出彌償及使其獲得彌償。

(c) 就此特別條款而言，「承批人」一詞不包括財政司司長法團。」

(ii) 公契相關條文

第1條（定義）

「「**發展項目公用地方與設施**」指該等提供或安裝予不同資助出售房屋單位及房協範圍之業主、佔用人、被許可人或受邀人共同使用及享用的公用地方與設施（不論該部分是否同時提供或安裝予政府樓宇之業主、佔用人、被許可人或受邀人共同使用及享用），包括：

...

(j) 物件（除構成房協範圍或資助出售房屋公用地方與設施（如有）一部分之範圍外）；

...

「**房協範圍**」指發展項目之住宅及非住宅部分並在公契夾附圖則上以灰色、灰色加黑點、灰色加黑斜線及灰色加黑交叉斜線顯示（以資識別）（定義內統稱為「灰色範圍」）且其佔用權屬其獲分配不分割份數之業主，包括：

...

(z) any of the Items located within the Coloured Grey Areas (unless those parts have formed part of the Common Areas and Facilities);

...

"Items" means "the Items" referred to and defined in Special Condition No. (23)(a), namely:

(a) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(b) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development;

(c) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development;

(d) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(e) all other common parts and facilities serving the Government Accommodation and the remainder of the Development;

"SSF Common Areas and Facilities" means those Common Areas and Facilities which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different SSF Units (whether or not the Owner, tenants, occupiers, licensees or invitees of the Government Accommodation are also benefited); and shall include:

...

(r) the Items, save to the extent forming part of the Development Common Areas and Facilities or the HS Portion (if any);"

Clause 4.8(c)(ix)

"Obligations of the Owner of HS Portion

(c) Without prejudice to and without limiting the generality of the power of the Director to approve the Sub-Deed(s) of Mutual Covenant, in the event of any sub-division and assignment of the HS Portion (or any part(s) thereof) as may be permitted under the Land Grant, and if required, after making or obtaining any necessary modification, variation or waiver of the relevant restriction(s) on

(z) 位於灰色範圍內之任何物件（除非該部分構成公用地方與設施一部分）；

...

「**物件**」指特別條款第(23)(a)條所指及定義的「物件」，即：

(a) 政府樓宇的外部裝修物料及政府樓宇的及其中、周圍、其內、其上及其下的一切牆、支柱、橫樑、天花板、天台樓板、行車道或地台樓板的結構及任何其他結構件；

(b) 服務政府樓宇和發展項目餘下部分的所有升降機、扶手電梯及樓梯；

(c) 構成服務政府樓宇和發展項目餘下部分之系統一部分的所有屋宇裝備裝置、機械及設備（包括但不限於攜帶式和固定消防裝置設備）；

(d) 所有政府樓宇下之結構樓板連同其內及其下的排水系統；及

(e) 服務政府樓宇和發展項目餘下部分的所有其他公用部分及設施。

「**資助出售房屋公用地方與設施**」指該等提供或安裝予不同資助出售房屋單位之業主、佔用人、被許可人或受邀人共同使用及享用的公用地方與設施（不論是否惠及政府樓宇之業主、租客、佔用人、被許可人或受邀人），包括：

...

(r) 物件（除構成發展項目公用地方與設施或房協範圍（如有）一部分之範圍外）；」

第4.8(c)(ix)條

「房協範圍業主的責任。

(c) 在不影響及不局限署長批准副公契的權力一般性原則下，倘若批地文件可批准之任何分割及轉讓房協範圍（或其任何部分）在造成或獲得任何為此相關限制轉讓而必須作之修訂、變更或豁免之後，受限於財政司司長法團、其承

alienation therein, the following areas and facilities provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different Units in the relevant sub-divided parts of the HS Portion shall be, subject to the rights of FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation under Clause 14.12(c) and Schedule 6 hereof, designated as part of the HS Common Areas and Facilities under the relevant Sub-Deed(s) of Mutual Covenant referred to in sub-clause (b) above:

(ix) any of the Items located within any parts of the Coloured Grey Areas (unless those parts have already formed part of the Common Areas and Facilities); and"

Clause 8.10

"Items.

(a) The Manager shall properly manage and maintain the Items (save to the extent forming part of the HS Portion). The Owners (excluding the Owner of the Government Accommodation) shall indemnify and keep indemnified FSI and the Government against all liabilities, damages, expenses, claims, losses, costs, demands, charges, actions and proceedings of whatever nature arising whether directly or indirectly out of or as a consequence of the failure of the Owners (excluding the Owner of the Government Accommodation) and the Manager to maintain the Items (other than those forming part of the HS Portion).

(b) The Owner of the HS Portion shall properly manage and maintain those parts of the Items forming part of the HS Portion and shall indemnify and keep indemnified FSI and the Government against all liabilities, damages, expenses, claims, losses, costs, demands, charges, actions and proceedings of whatever nature arising whether directly or indirectly out of or as a consequence of its failure to maintain such parts of the Items."

3. Temporary Turnaround Facilities

(i) Relevant provisions of the land grant

Please see paragraph A3(i) above.

(ii) Relevant provisions of the deed of mutual covenant

Please see paragraph A3(ii) above.

4. Loading and Unloading Spaces for Overnight Public Parking

(i) Relevant provisions of the land grant

Please see paragraph A4(i) above.

(ii) Relevant provisions of the deed of mutual covenant

Please see paragraph A4(ii) above.

租人、租客、被許可人及獲財政司司長法團授權的人士及政府樓宇當其時的業主及佔用人於第14.12(c)條及第6附表下享有的權利，如有需要以下為房協範圍相關分割部分不同單位之業主、佔用人、被許可人或受邀人提供或安裝之範圍及設施須被指定為上述第(b)分條所指的相關副公契下之房協公用地方與設施一部分：

(ix) 位於灰色範圍任何部分內之任何物件（除非該部分已構成公用地方與設施一部分）；及」

第8.10條

「物件。

(a) 管理人須正當管理及保養物件（除構成房協範圍一部分之範圍外）。業主（政府樓宇業主除外）須就因業主（政府樓宇業主除外）及管理人未能保養物件（構成房協範圍一部分以外之物件）而不論直接或間接所引起或導致的一切責任、損害賠償、開支、索償、損失、費用、要求、支出、訴訟及法律程序（不論任何性質），向財政司司長法團和政府作出彌償及使其獲得彌償。

(b) 房協範圍業主須正當管理及保養構成房協範圍一部分之物件。房協範圍業主須就因其未能保養物件之該等部分而不論直接或間接所引起或導致的一切責任、損害賠償、開支、索償、損失、費用、要求、支出、訴訟及法律程序（不論任何性質），向財政司司長法團和政府作出彌償及使其獲得彌償。」

3. 臨時調頭設施

(i) 批地文件相關條文

見上文第A3(i)段。

(ii) 公契相關條文

見上文第A3(ii)段。

4. 供公眾通宵停車用之上落客貨停車位

(i) 批地文件相關條文

見上文第A4(i)段。

(ii) 公契相關條文

見上文第A4(ii)段。

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

Not applicable.

D. PART OF THE LAND (ON WHICH THE PHASE IS SITUATED) THAT IS DEDICATED TO THE PUBLIC FOR THE PURPOSES OF REGULATION 22(1) OF THE BUILDING (PLANNING) REGULATIONS (CAP. 123 SUB. LEG. F)

Not applicable.

In relation to any of those facilities and open spaces, and those parts of the land, mentioned in paragraphs A, B, C and D above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the land grant or the deed of dedication (as the case may be).

In relation to any of those facilities and open spaces mentioned in paragraphs B or C above, the facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties of the Phase, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities or open spaces through the management expenses apportioned to the residential properties concerned.

Note:

In this Section, any reference to "Special Condition" shall be a reference to a Special Condition in the Land Grant, and "DMC" shall mean the latest draft Deed of Mutual Covenant and Management Agreement of the Development.

C. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的休憩用地

不適用

D. 期數所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的部分

不適用

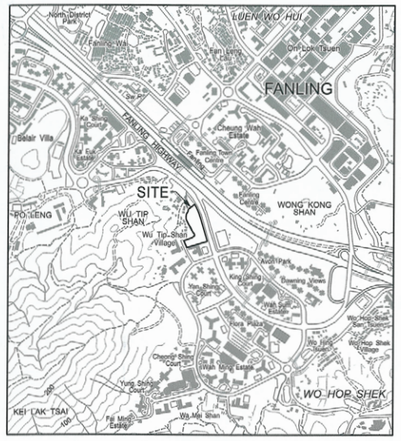
就以上第A、B、C及D段提述的供公眾使用的任何該等設施及休憩用地，及土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據(視屬何情況而定)使用該等設施或休憩用地，或土地中的該等部分。

就以上第B或C段提述的任何該等設施及休憩用地，按規定須由期數中的住宅物業的擁有人出資管理、營運或維持，及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地的部分開支。

備註：

在本章節中，所有對「特別條款」的提述均為對批地文件的特別條款的提述，而「公契」則指發展項目的公契及管理協議的最新擬稿。

LOCATION



SCALE 1:20 000

SIDE	DISTANCE IN METRES	BEARING ° ' "	PI.	CORNER MARKED BY
Chord A B	67.228	156 33 41		
B C	115.595	163 20 30		
C D	100.635	252 38 46		
Chord D E	20.988	336 05 58		
Chord E F	13.966	338 23 24		
F G	11.942	69 48 20		
G H	28.121	69 48 20		
H J	15.673	50 34 16		
J K	7.237	355 47 28		
K L	18.415	323 10 46		
L M	16.737	334 57 57		
M N	15.514	327 56 31		
N P	25.559	333 05 28		
P Q	7.093	343 22 17		
Q R	8.266	2 13 53		
R S	12.470	6 16 21		
S T	13.391	33 06 44		
T U	11.673	11 51 24		
U A	37.375	51 22 37		

CURVE DATA

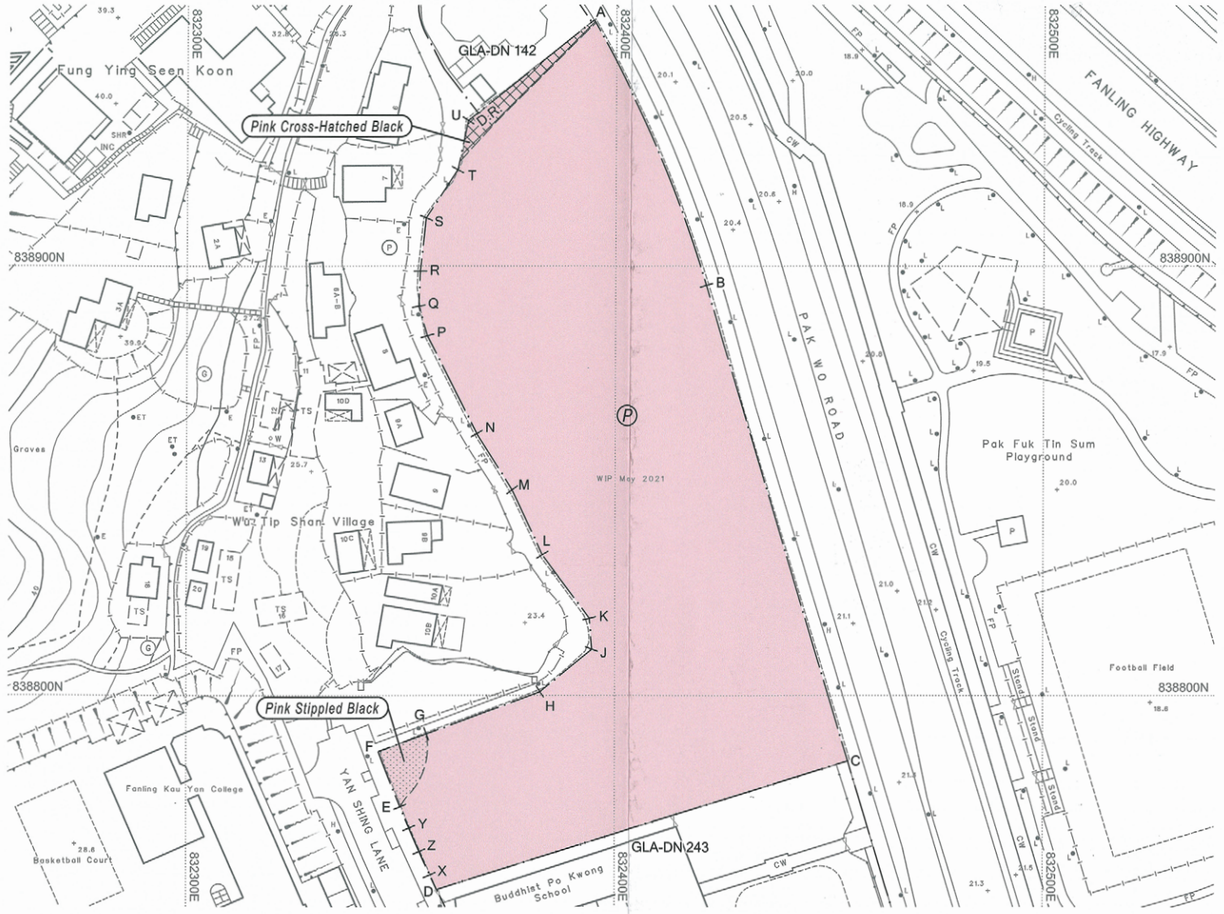
Arc AB = 67.385m	Radius =284.700m	∠= 13° 33' 41"
Arc DE = 20.990m	Radius =437.200m	∠= 2° 45' 03"
Arc EF = 13.966m	Radius =437.200m	∠= 1° 49' 49"

SPECIAL CONDITIONS REFER

Pink Cross-Hatched Black
粉紅色間黑十字範圍

Pink Stippled Black (Excepted and Reserved Areas)
粉紅色加黑點範圍(保留及預留範圍)

POINTS X, Y, Z



COLOURED PINK, PINK CROSS-HATCHED BLACK AND PINK STIPPLED BLACK AREA 11 498 SQUARE METRES (ABOUT)

SCALE 1:1 000

metres 20 0 20 40 60 80 100 metres

District Survey Office, North
Lands Department

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FANLING SHEUNG SHUI TOWN LOT No. 264

File No. DLON 12/NPT/99
Survey Sheet No. 3-SW-12D
Layout Plan No. S/FSS/24 (O.Z.P.)
Reference Plan No. E170117.00 (TD)
ALS Plan No. --------
PLAN No. DN9964-De

Date : 12/05/2021

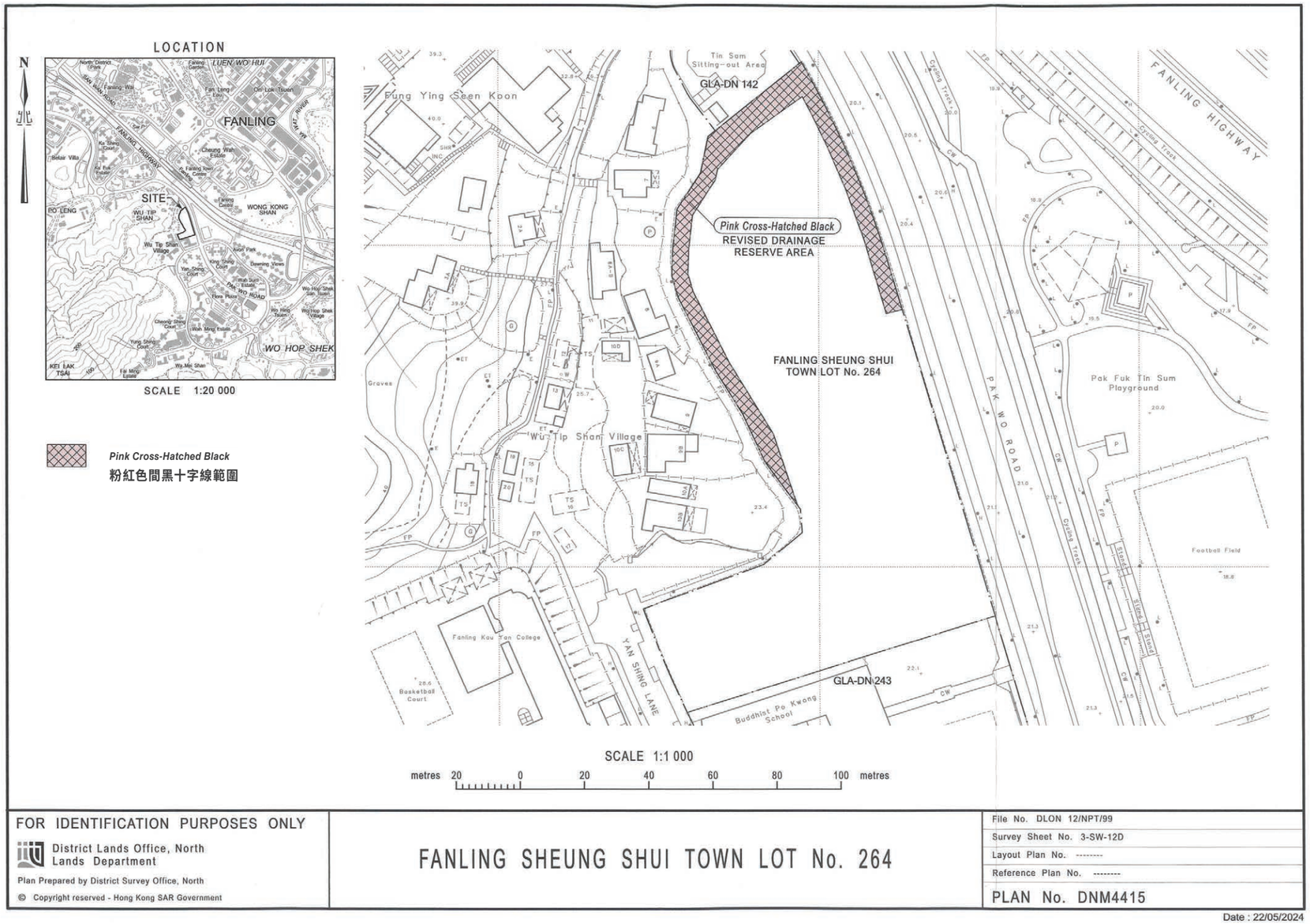
Note:

1. The plan is an extract of plan annexed to the Land Grant, with adjustments where necessary, which shows the location of the relevant public facilities.
2. The plan(s) is/are for showing the location of "the Excepted and Reserved Areas" only. Other matters shown in the plan(s) may not reflect their latest conditions.

備註：

1. 本圖乃摘錄於批地文件夾附的圖則。有需要處經修正處理，以顯示相關公共設施的位置。
2. 本圖僅作顯示「保留及預留範圍」的位置。圖中所示之其他事項未必能反映其最新狀況。

Plan for Revised Drainage Reserved Area
經修改渠務專用範圍圖

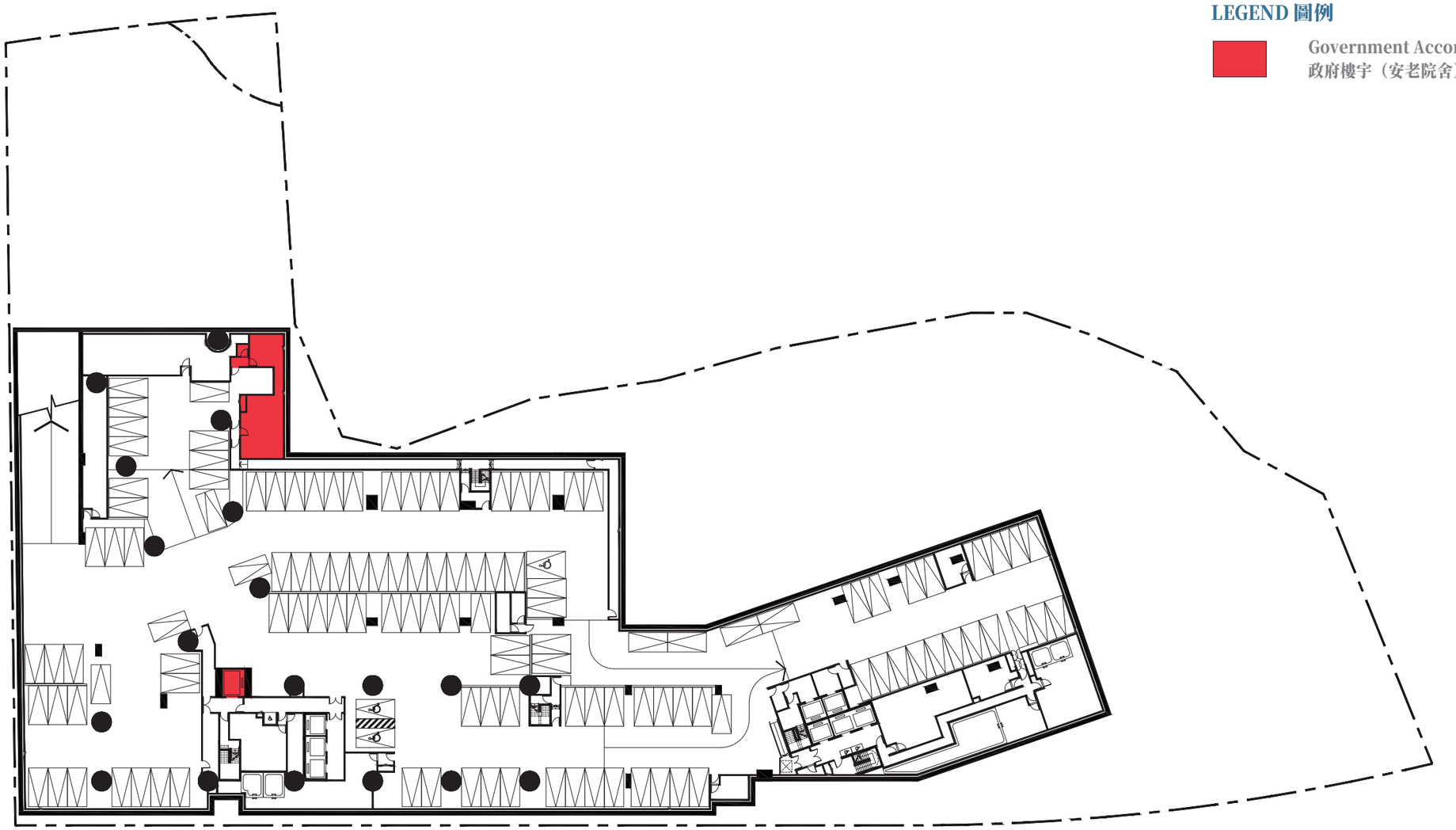


Note:

1. The plan is extracted from the Letter issued by the District Lands Office/North dated 22 May 2024 and registered by Memorial No.24052901620101.
2. The plan(s) is/are for showing the location of the Revised Drainage Reserved Area (i.e. "Diversion of the Existing Drainage Pipe") only. Other matters shown in the plan(s) may not reflect their latest conditions.

備註：

1. 本圖乃摘錄自北區地政署發出日期為2024年5月22日及在土地註冊處以編號24052901620101登記的信件。
2. 本圖僅作顯示經修改渠務專用範圍（即「現存排水管道改道工程」）的位置。圖中所示之其他事項未必能反映其最新狀況。



BASEMENT 2 FLOOR PLAN
地庫2層平面圖

Note:

The plan(s) is/are for showing the location of "the Excepted and Reserved Areas", "Government Accommodation", "Temporary Turnaround Facilities", "Loading and Unloading Spaces for Overnight Public Parking", "Public Vehicle Park" and "Diversion of the Existing Drainage Pipe" only. Other matters shown in the plan(s) may not reflect their latest conditions.

備註：

本圖僅作顯示「保留及預留範圍」、「政府樓宇」、「臨時調頭設施」、「供公眾通宵停車用之上落客貨停車位」、「公眾停車場」及「現存排水管道改道工程」的位置。圖中所示之其他事項未必能反映其最新狀況。



BASEMENT 1 FLOOR PLAN
地庫1層平面圖

LEGEND 圖例

- Government Accommodation (RCHE) 政府樓宇（安老院舍）
- Public Vehicle Park 公眾停車場

Scale 比例: 0 10 20M/米

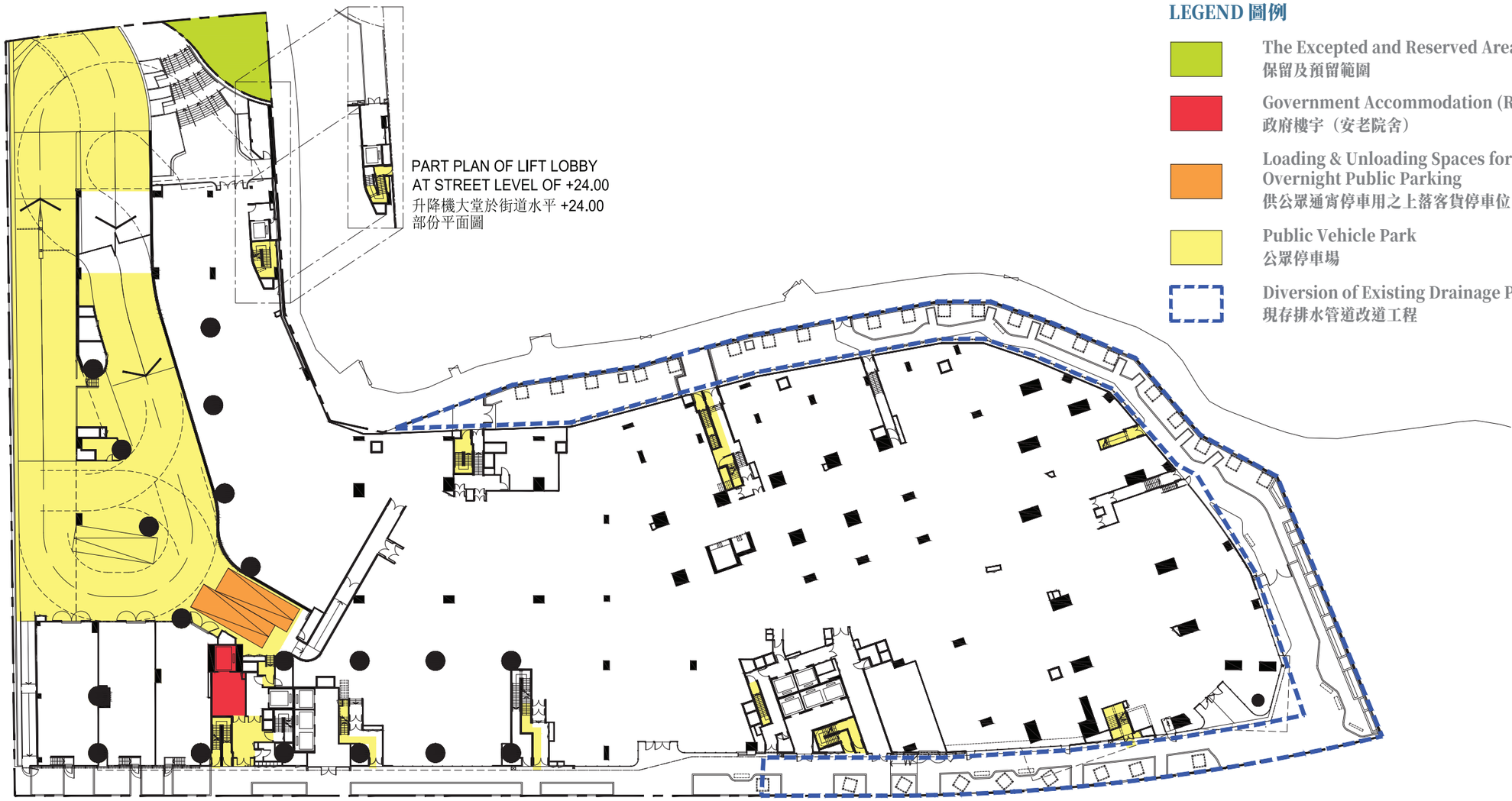
N

Note:

The plan(s) is/are for showing the location of "the Excepted and Reserved Areas", "Government Accommodation", "Temporary Turnaround Facilities", "Loading and Unloading Spaces for Overnight Public Parking", "Public Vehicle Park" and "Diversion of the Existing Drainage Pipe" only. Other matters shown in the plan(s) may not reflect their latest conditions.

備註：

本圖僅作顯示「保留及預留範圍」、「政府樓宇」、「臨時調頭設施」、「供公眾通宵停車用之上落客貨停車位」、「公眾停車場」及「現存排水管道改道工程」的位置。圖中所示之其他事項未必能反映其最新狀況。



GROUND FLOOR PLAN
地下平面圖

Note:
The plan(s) is/are for showing the location of "the Excepted and Reserved Areas", "Government Accommodation", "Temporary Turnaround Facilities", "Loading and Unloading Spaces for Overnight Public Parking", "Public Vehicle Park" and "Diversion of the Existing Drainage Pipe" only. Other matters shown in the plan(s) may not reflect their latest conditions.

備註：
本圖僅作顯示「保留及預留範圍」、「政府樓宇」、「臨時調頭設施」、「供公眾通宵停車用之上落客貨停車位」、「公眾停車場」及「現存排水管道改道工程」的位置。圖中所示之其他事項未必能反映其最新狀況。



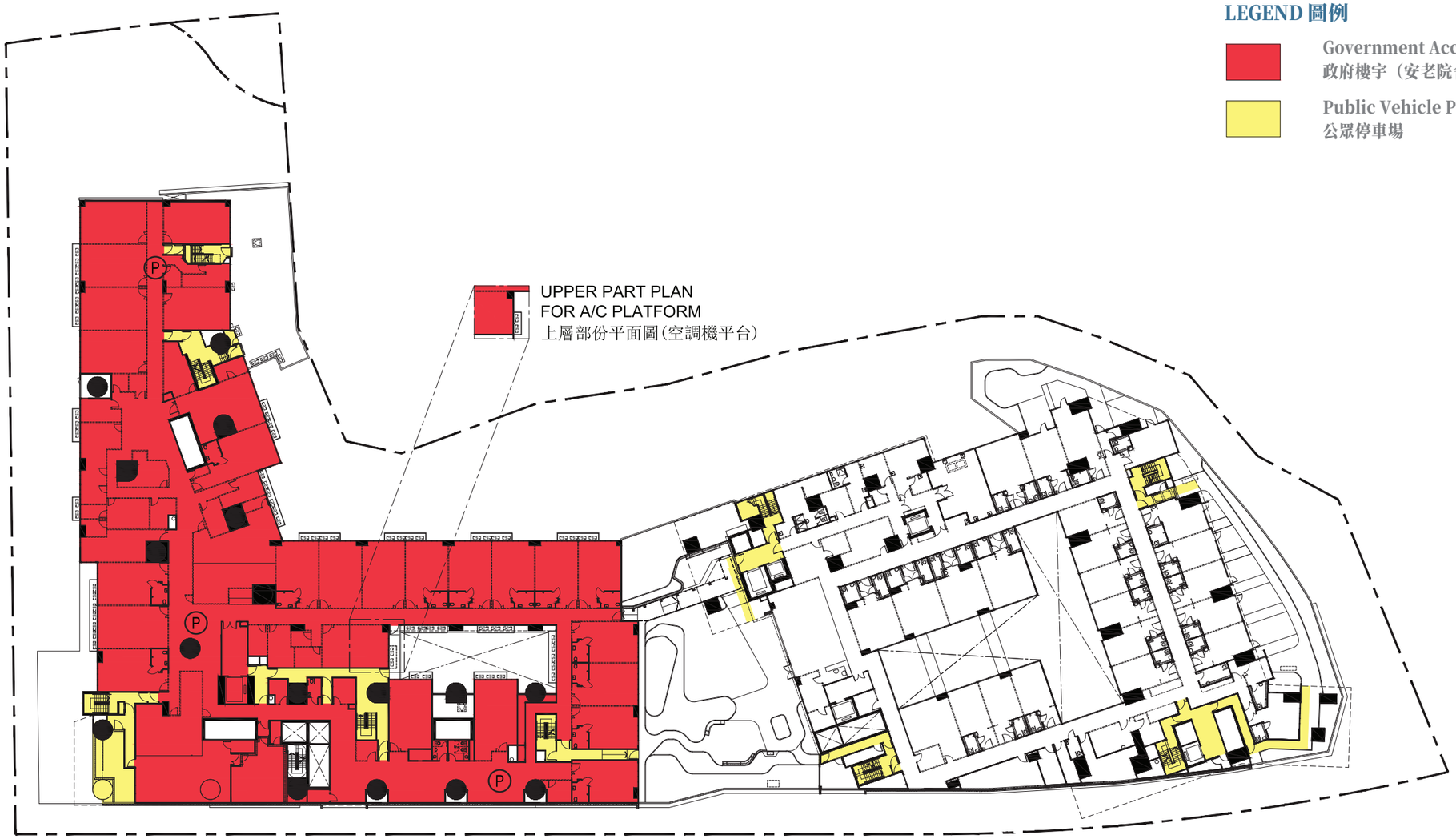
FIRST FLOOR PART PLAN
AT 500(H) FROM F.F.L. +25.80
一樓部份平面圖
500毫米高於完成地台面+25.80

FIRST FLOOR PLAN
一樓平面圖

FIRST FLOOR PART PLAN
AT 500(H) FROM F.F.L. +25.80
一樓部份平面圖
500毫米高於完成地台面+25.80

Note:
The plan(s) is/are for showing the location of "the Excepted and Reserved Areas", "Government Accommodation", "Temporary Turnaround Facilities", "Loading and Unloading Spaces for Overnight Public Parking", "Public Vehicle Park" and "Diversion of the Existing Drainage Pipe" only. Other matters shown in the plan(s) may not reflect their latest conditions.

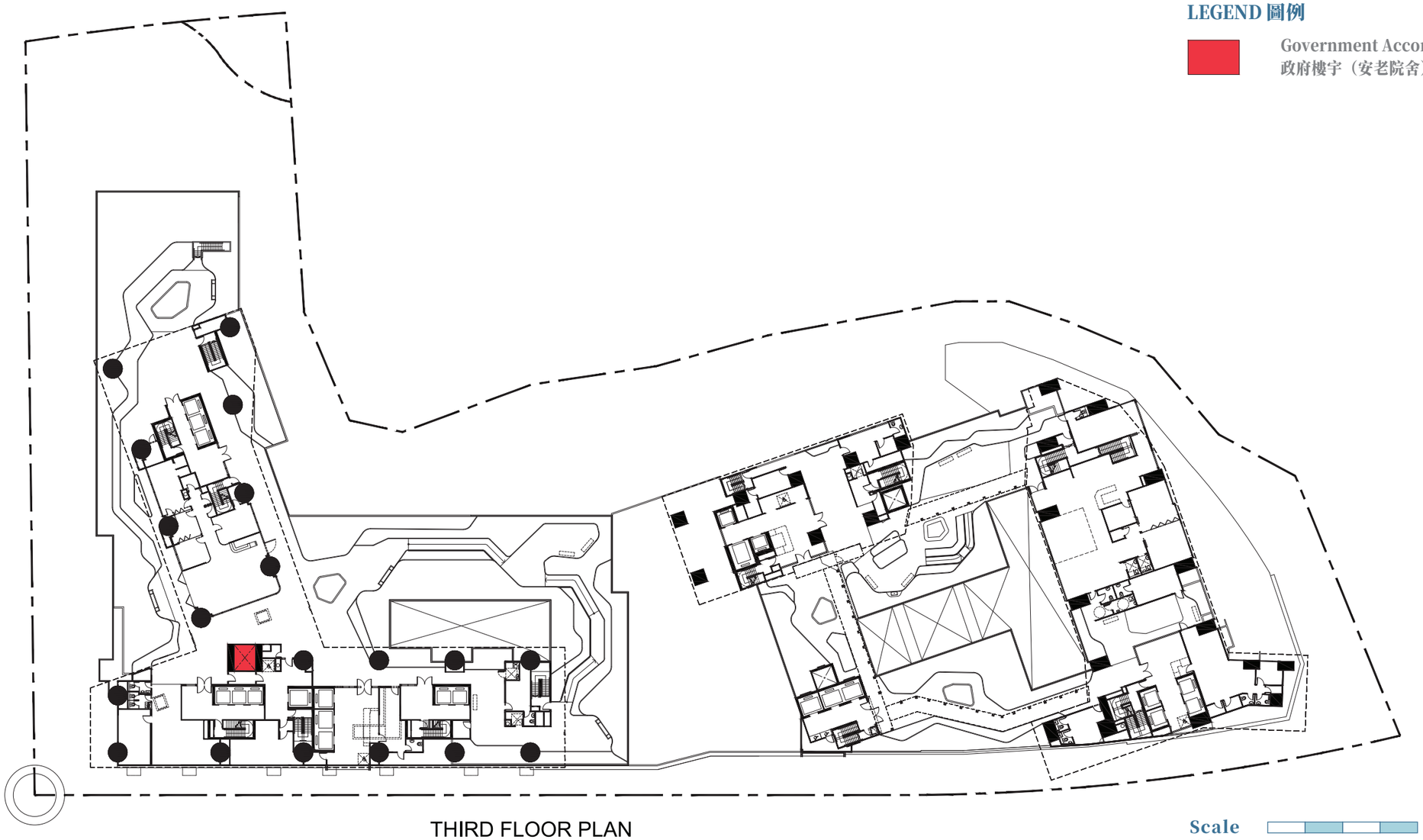
備註：
本圖僅作顯示「保留及預留範圍」、「政府樓宇」、「臨時調頭設施」、「供公眾通宵停車用之上落客貨停車位」、「公眾停車場」及「現存排水管道改道工程」的位置。圖中所示之其他事項未必能反映其最新狀況。



SECOND FLOOR PLAN
二樓平面圖

Note:
The plan(s) is/are for showing the location of "the Excepted and Reserved Areas", "Government Accommodation", "Temporary Turnaround Facilities", "Loading and Unloading Spaces for Overnight Public Parking", "Public Vehicle Park" and "Diversion of the Existing Drainage Pipe" only. Other matters shown in the plan(s) may not reflect their latest conditions.

備註：
本圖僅作顯示「保留及預留範圍」、「政府樓宇」、「臨時調頭設施」、「供公眾通宵停車用之上落客貨停車位」、「公眾停車場」及「現存排水管道改道工程」的位置。圖中所示之其他事項未必能反映其最新狀況。



THIRD FLOOR PLAN
三樓平面圖

Note:
The plan(s) is/are for showing the location of "the Excepted and Reserved Areas", "Government Accommodation", "Temporary Turnaround Facilities", "Loading and Unloading Spaces for Overnight Public Parking", "Public Vehicle Park" and "Diversion of the Existing Drainage Pipe" only. Other matters shown in the plan(s) may not reflect their latest conditions.

備註：
本圖僅作顯示「保留及預留範圍」、「政府樓宇」、「臨時調頭設施」、「供公眾通宵停車用之上落客貨停車位」、「公眾停車場」及「現存排水管道改道工程」的位置。圖中所示之其他事項未必能反映其最新狀況。

18 WARNING TO PURCHASERS
對買方的警告

1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.

2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.

3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser:
   (i) that firm may not be able to protect the purchaser's interests; and
   (ii) the purchaser may have to instruct a separate firm of solicitors.

4. In the case of paragraph (3)(ii) above, the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

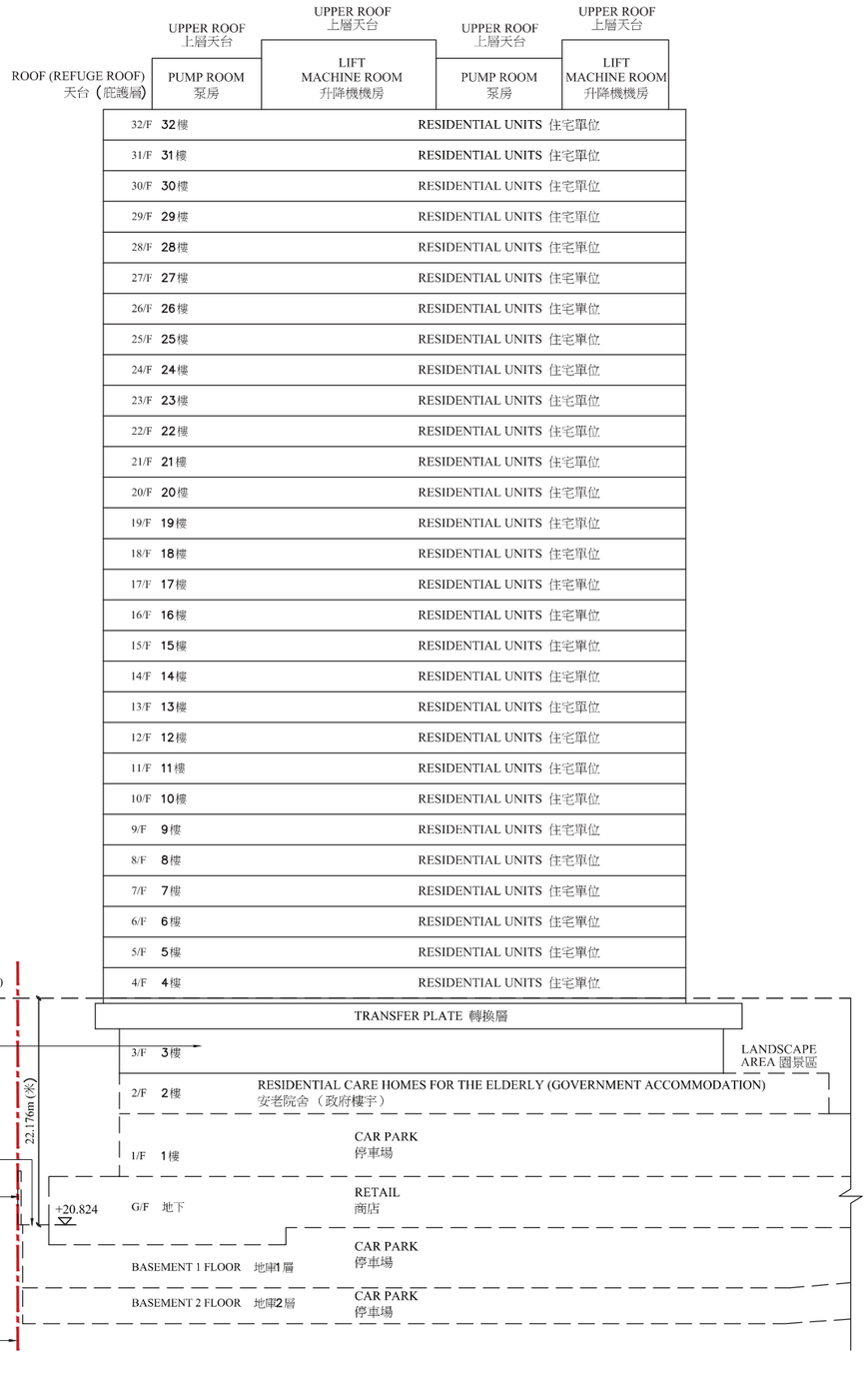
1. 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。

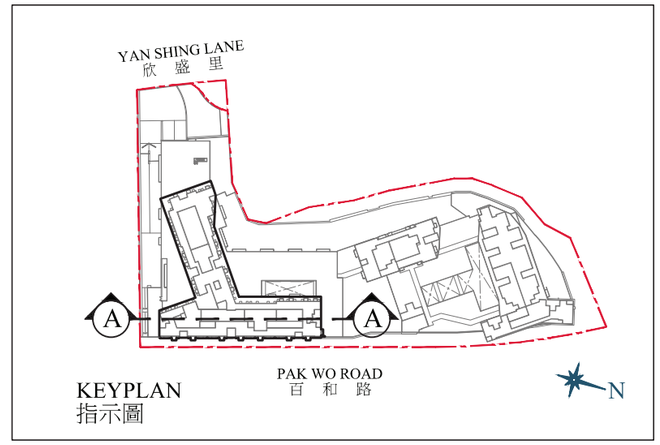
2. 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。

3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突：
   (i) 該律師事務所可能不能夠保障買方的利益；及
   (ii) 買方可能要聘用一間獨立的律師事務所。

4. 如屬上述(3)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

Cross-Section Plan A-A
橫截面圖 A-A





LEGEND 圖例

▽ Height (in Meters) above the Hong Kong Principal Datum
香港主水平基準線以上高度（米）

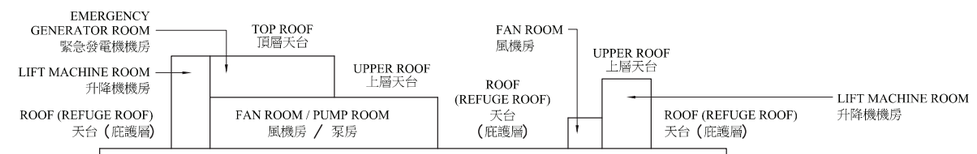
Boundary Line of the Development
發展項目的邊界線

Dotted line denotes the level of lowest residential floor of the building.
虛線為該建築物最低住宅樓層水平。

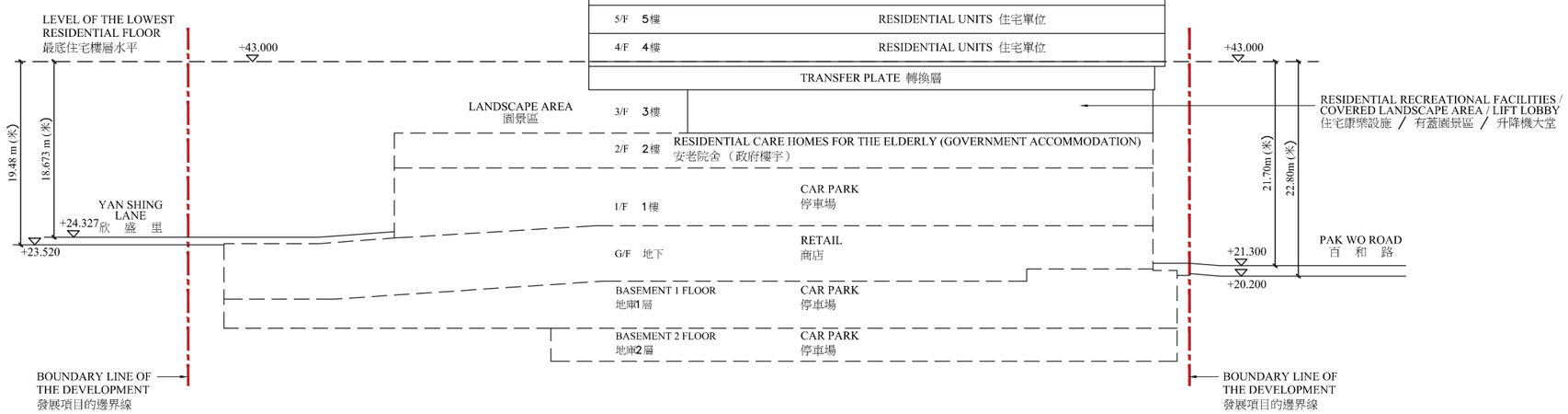
The part of Corridor adjacent to the building is 20.824 metres above the Hong Kong Principal Datum.
毗鄰建築物的走廊為香港主水平基準以上20.824米。

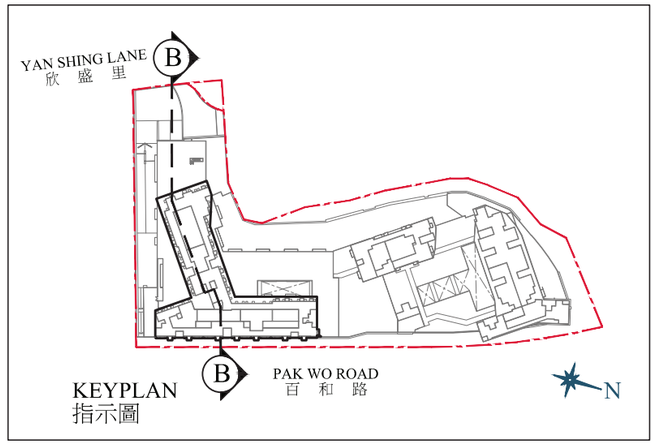
CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

Cross-Section Plan B-B
橫截面圖 B-B



32/F 32樓	RESIDENTIAL UNITS 住宅單位
31/F 31樓	RESIDENTIAL UNITS 住宅單位
30/F 30樓	RESIDENTIAL UNITS 住宅單位
29/F 29樓	RESIDENTIAL UNITS 住宅單位
28/F 28樓	RESIDENTIAL UNITS 住宅單位
27/F 27樓	RESIDENTIAL UNITS 住宅單位
26/F 26樓	RESIDENTIAL UNITS 住宅單位
25/F 25樓	RESIDENTIAL UNITS 住宅單位
24/F 24樓	RESIDENTIAL UNITS 住宅單位
23/F 23樓	RESIDENTIAL UNITS 住宅單位
22/F 22樓	RESIDENTIAL UNITS 住宅單位
21/F 21樓	RESIDENTIAL UNITS 住宅單位
20/F 20樓	RESIDENTIAL UNITS 住宅單位
19/F 19樓	RESIDENTIAL UNITS 住宅單位
18/F 18樓	RESIDENTIAL UNITS 住宅單位
17/F 17樓	RESIDENTIAL UNITS 住宅單位
16/F 16樓	RESIDENTIAL UNITS 住宅單位
15/F 15樓	RESIDENTIAL UNITS 住宅單位
14/F 14樓	RESIDENTIAL UNITS 住宅單位
13/F 13樓	RESIDENTIAL UNITS 住宅單位
12/F 12樓	RESIDENTIAL UNITS 住宅單位
11/F 11樓	RESIDENTIAL UNITS 住宅單位
10/F 10樓	RESIDENTIAL UNITS 住宅單位
9/F 9樓	RESIDENTIAL UNITS 住宅單位
8/F 8樓	RESIDENTIAL UNITS 住宅單位
7/F 7樓	RESIDENTIAL UNITS 住宅單位
6/F 6樓	RESIDENTIAL UNITS 住宅單位
5/F 5樓	RESIDENTIAL UNITS 住宅單位
4/F 4樓	RESIDENTIAL UNITS 住宅單位
TRANSFER PLATE 轉換層	





LEGEND 圖例

▽ Height (in Meters) above the Hong Kong Principal Datum
香港主水平基準線以上高度（米）

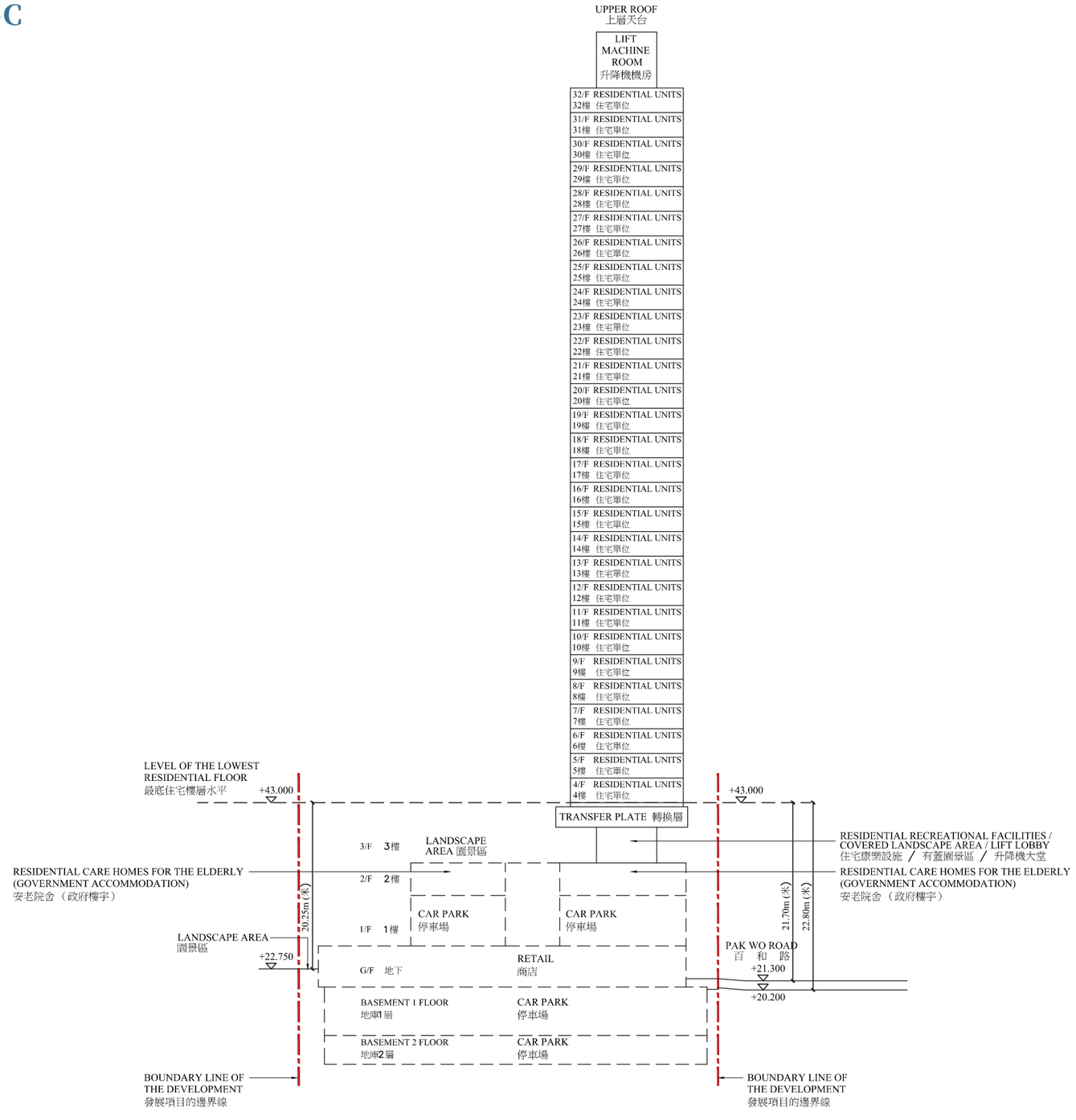
Boundary Line of the Development
發展項目的邊界線

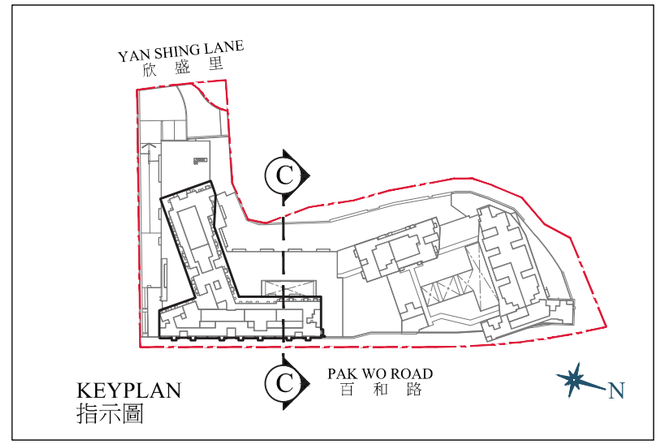
Dotted line denotes the level of lowest residential floor of the building.
虛線為該建築物最低住宅樓層水平。

The part of Yan Shing Lane adjacent to the building is 23.520 metres to 24.327 metres above the Hong Kong Principal Datum.
毗鄰建築物的一段欣盛里為香港主水平基準以上23.520米至24.327米。

The part of Pak Wo Road adjacent to the building is 20.200 metres to 21.300 metres above the Hong Kong Principal Datum.
毗鄰建築物的一段百和路為香港主水平基準以上20.200米至21.300米。

Cross-Section Plan C-C
橫截面圖C-C





LEGEND 圖例

▽ Height (in Meters) above the Hong Kong Principal Datum
香港主水平基準線以上高度（米）

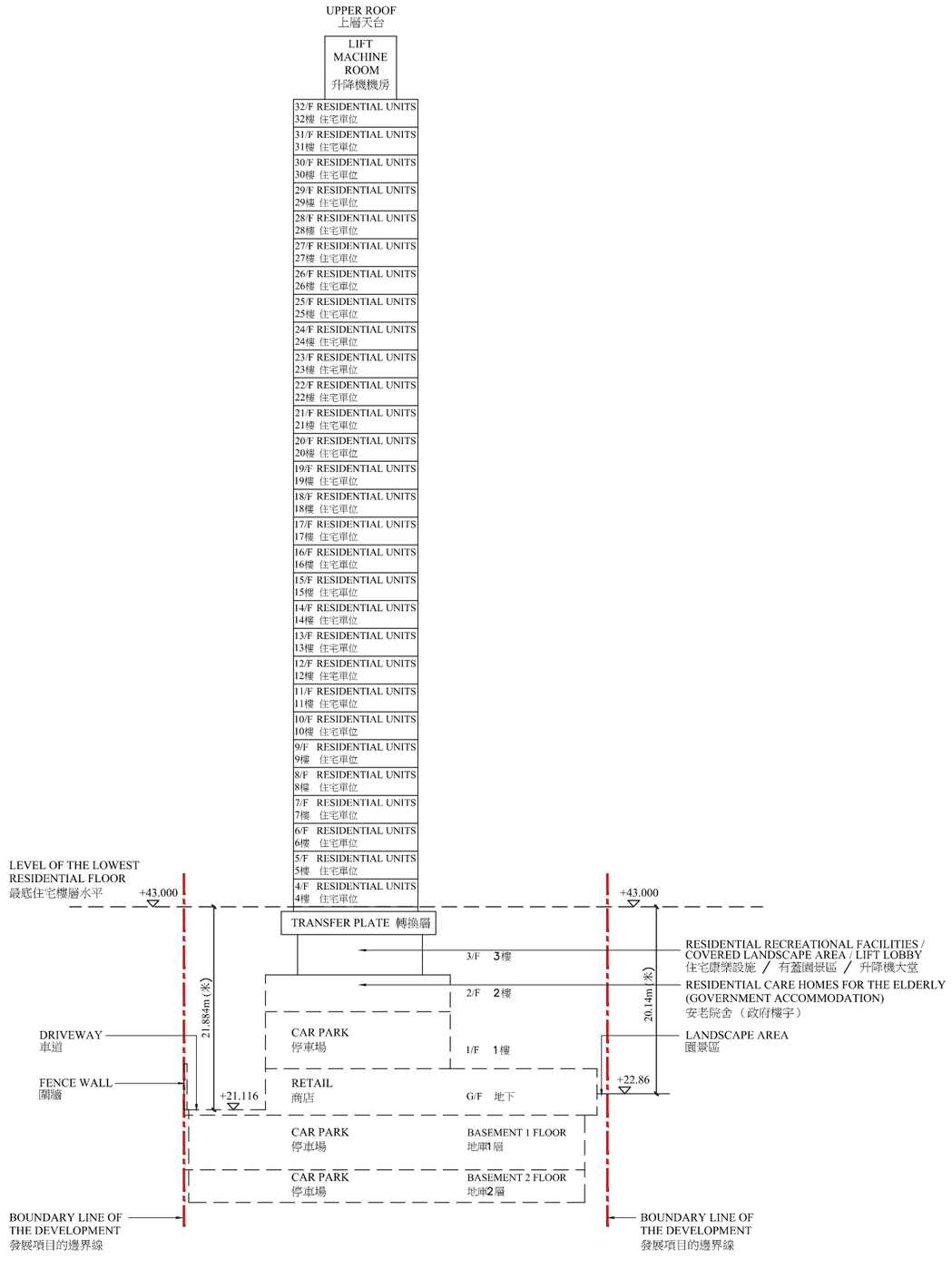
Boundary Line of the Development
發展項目的邊界線

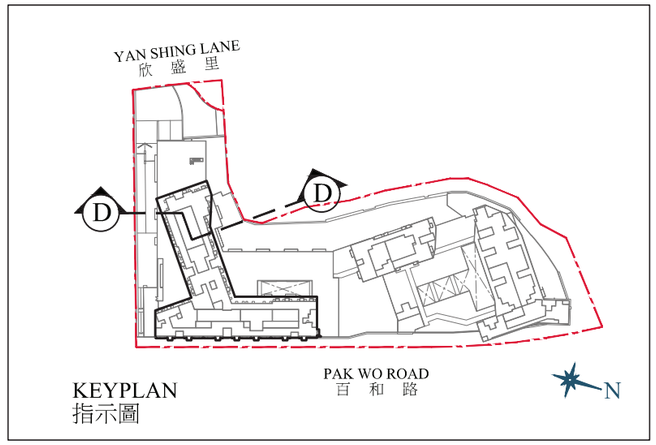
– – – – – Dotted line denotes the level of lowest residential floor of the building.
虛線為該建築物最低住宅樓層水平。

The part of Landscape Area adjacent to the building is 22.750 metres above the Hong Kong Principal Datum.
毗鄰建築物的園景區為香港主水平基準以上22.750米。

The part of Pak Wo Road adjacent to the building is 20.200 metres to 21.300 metres above the Hong Kong Principal Datum.
毗鄰建築物的一段百和路為香港主水平基準以上20.200米至21.300米。

Cross-Section Plan D-D
橫截面圖 D-D





LEGEND 圖例

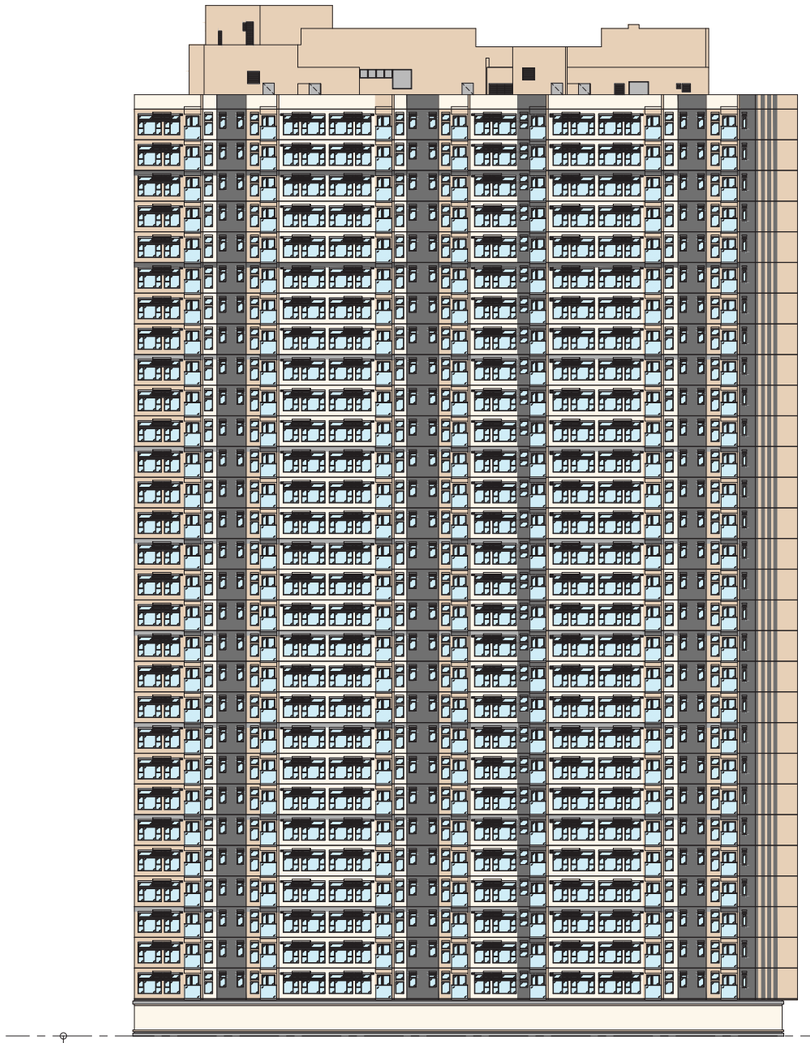
▽ Height (in Meters) above the Hong Kong Principal Datum
香港主水平基準線以上高度（米）

Boundary Line of the Development
發展項目的邊界線

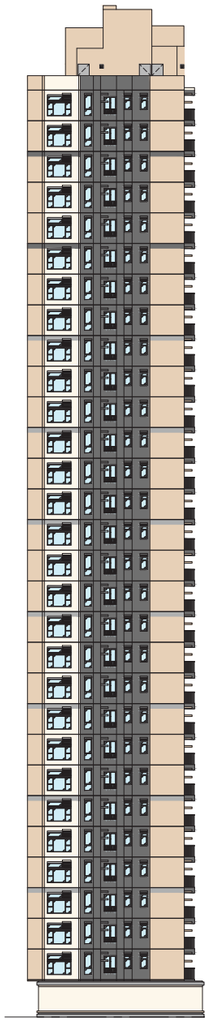
Dotted line denotes the level of lowest residential floor of the building.
虛線為該建築物最低住宅樓層水平。

The part of Driveway adjacent to the building is 21.116 metres above the Hong Kong Principal Datum.
毗鄰建築物的車道為香港主水平基準以上21.116米。

The part of Landscape Area adjacent to the building is 22.860 metres above the Hong Kong Principal Datum.
毗鄰建築物的園景區為香港主水平基準以上22.860米。

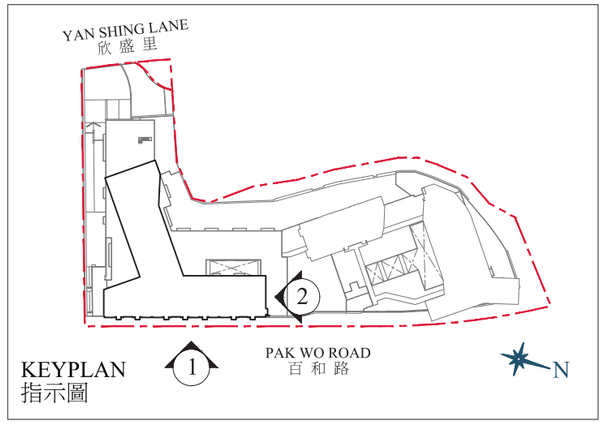


Elevation Plan 1
立面圖 1



Elevation Plan 2
立面圖 2

Connect to Podium
(Refer to Podium Elevation)
下接平台 (另參考平台立面圖)



LEGEND 圖例

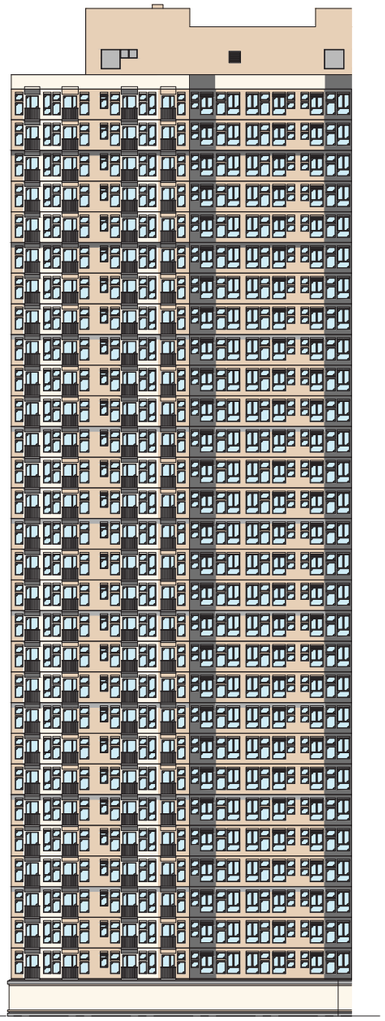
Boundary Line of the Development
發展項目的邊界線

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

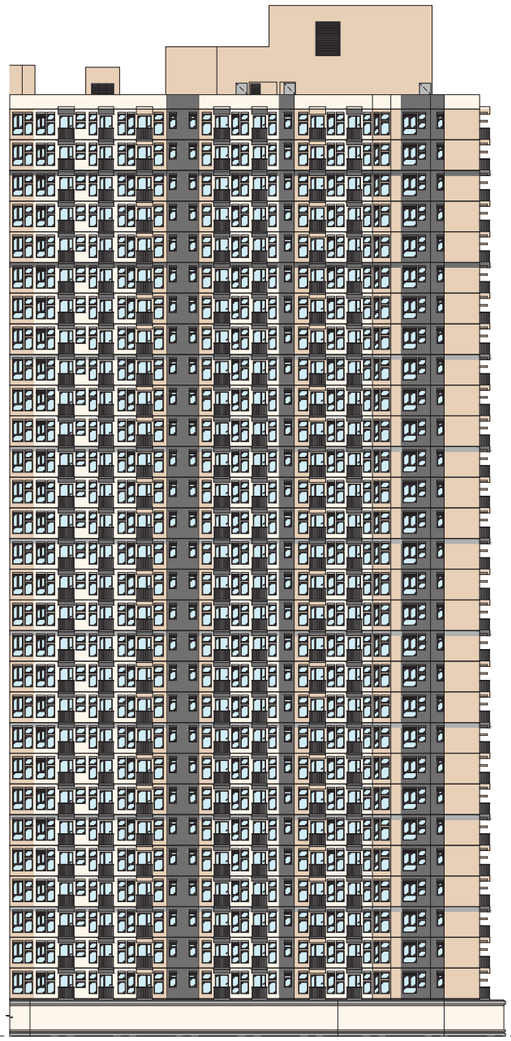
1. are prepared on the basis of the approved Building Plans for the Phase as at 21 March 2025; and
2. are in general accordance with the outward appearance of the Phase.

期數的認可人士已證明本圖所顯示的立面：

1. 以2025年3月21日的情況為準的期數的經批准的建築圖則為基礎擬備；及
2. 大致上與期數的外觀一致。



Elevation Plan 3
立面圖 3

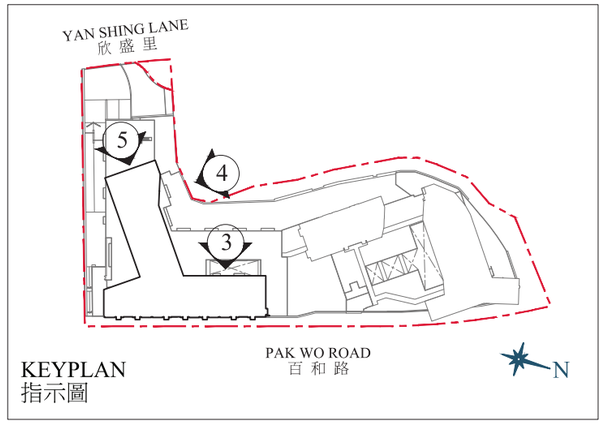


Elevation Plan 4
立面圖 4



Elevation Plan 5
立面圖 5

Connect to Podium
(Refer to Podium Elevation)
下接平台 (另參考平台立面圖)



KEYPLAN
指示圖

LEGEND 圖例

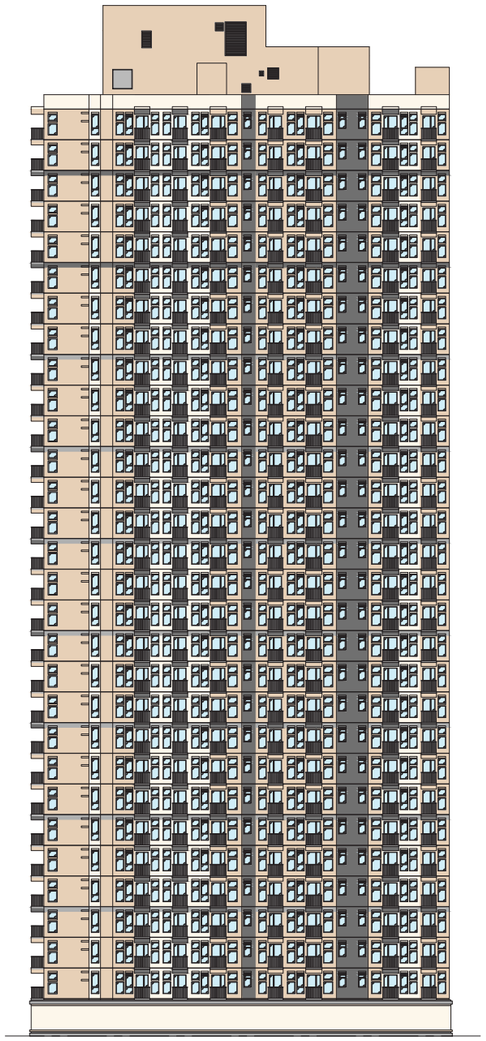
Boundary Line of the Development
發展項目的邊界線

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

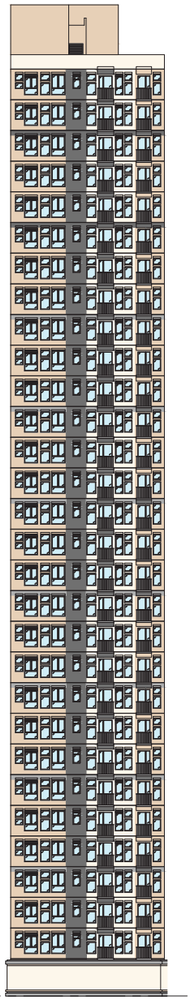
1. are prepared on the basis of the approved Building Plans for the Phase as at 21 March 2025; and
2. are in general accordance with the outward appearance of the Phase.

期數的認可人士已證明本圖所顯示的立面：

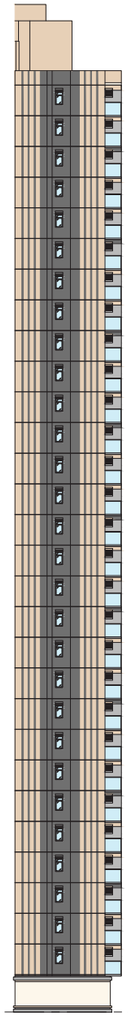
1. 以2025年3月21日的情況為準的期數的經批准的建築圖則為基礎擬備；及
2. 大致上與期數的外觀一致。



Elevation Plan 6
立面圖 6

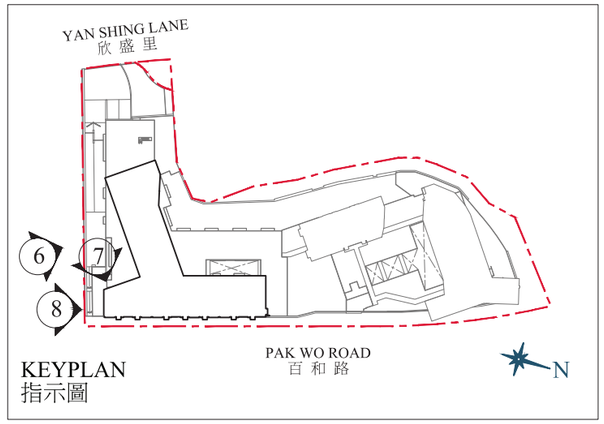


Elevation Plan 7
立面圖 7



Elevation Plan 8
立面圖 8

Connect to Podium
(Refer to Podium Elevation)
下接平台 (另參考平台立面圖)



KEYPLAN
指示圖

LEGEND 圖例

Boundary Line of the Development
發展項目的邊界線

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

1. are prepared on the basis of the approved Building Plans for the Phase as at 21 March 2025; and
2. are in general accordance with the outward appearance of the Phase.

期數的認可人士已證明本圖所顯示的立面：

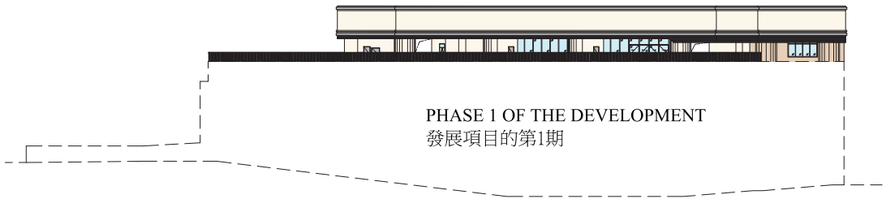
1. 以2025年3月21日的情況為準的期數的經批准的建築圖則為基礎擬備；及
2. 大致上與期數的外觀一致。



Podium Elevation Plan E1
平台立面圖 E1



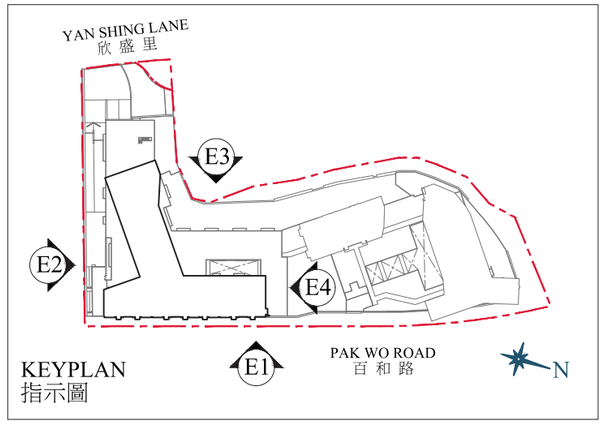
Podium Elevation Plan E3
平台立面圖 E3



Podium Elevation Plan E2
平台立面圖 E2



Podium Elevation Plan E4
平台立面圖 E4



LEGEND 圖例

Boundary Line of the Development
發展項目的邊界線

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

1. are prepared on the basis of the approved Building Plans for the Phase as at 21 March 2025; and
2. are in general accordance with the outward appearance of the Phase.

期數的認可人士已證明本圖所顯示的立面：

1. 以2025年3月21日的情況為準的期數的經批准的建築圖則為基礎擬備；及
2. 大致上與期數的外觀一致。

Common facilities 公用設施	Floor 樓層	Covered Area 有上蓋面積		Uncovered Area 無上蓋面積		Total Area 總面積	
		Area (sq. m.) 面積(平方米)	Area (sq.ft.) 面積(平方呎)	Area (sq. m.) 面積(平方米)	Area (sq.ft.) 面積(平方呎)	Area (sq. m.) 面積(平方米)	Area (sq.ft.) 面積(平方呎)
Residents' clubhouse (including any recreational facilities for residents' use) 住客會所(包括供住客使用的任何康樂設施)	3/F 3樓	349.372	3761	Not Applicable 不適用	Not Applicable 不適用	349.372	3761
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as a communal sky garden or otherwise) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或其他名稱)	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
Communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise) 位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱)	3/F 3樓	655.354	7054	1413.357	15213	2068.711	22268

Note:
The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.

備註：
以平方呎顯示之面積以1平方米=10.764平方呎換算，並四捨五入至整數。

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

1. The address of the website on which a copy of the Outline Zoning Plan relating to the Development is available: www.ozp.tpb.gov.hk

2. (i) A copy of the latest draft of every deed of mutual covenant in respect of the specified residential properties as at the date on which the specified residential property is offered to be sold is available for inspection at the place at which the specified residential properties are offered to be sold.

   (ii) The inspection is free of charge.

1. 備有關乎發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為www.ozp.tpb.gov.hk

2. (i) 指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿的文本存放在指明住宅物業的售樓處，以供閱覽。

   (ii) 無須為閱覽付費。

1. Exterior Finishes

Item	Description		
(a) External Wall	Type of finishes for residential tower	Ceramic wall tiles and paint	
(b) Window	Material of frame	Aluminium window frame finished with PVF2 coating	
		Living room / dining room (for all units except Units A2, A4 to A5, B1, C4 to C7)	Grey tinted tempered glass
		Living room / dining room (for Units A2, A4 to A5, B1, C4 to C7)	Grey tinted tempered glass Grey tinted heat strengthened glass
		Bathrooms (for Units B3 to B4)	Frosted grey tinted heat strengthened glass
		Bathrooms (for Unit A9)	Frosted grey tinted tempered glass Frosted grey tinted heat strengthened glass
		Master Bathroom (for Unit C5)	Frosted grey tinted heat strengthened glass
		Kitchen (for all units except Unit B3 and open kitchens)	Grey tinted heat strengthened glass
		Kitchen (for Unit B3)	Grey tinted tempered glass Grey tinted heat strengthened glass

1. 外部裝修物料

細項	描述		
(a) 外牆	裝修物料的類型 (住宅大廈)	陶質磚及油漆	
(b) 窗	框的用料	氟碳噴塗鋁質窗框	
		客廳/飯廳 (適用於所有單位，A2, A4至A5, B1, C4至C7單位除外)	灰色鋼化玻璃
		客廳/飯廳 (A2, A4至A5, B1, C4至C7單位)	灰色鋼化玻璃 灰色熱硬化玻璃
		浴室 (B3至B4單位)	灰色磨沙熱硬化玻璃
		浴室 (A9單位)	灰色磨沙鋼化玻璃 灰色磨沙熱硬化玻璃
		主人浴室 (C5單位)	灰色磨沙熱硬化玻璃
		廚房 (適用於所有單位，B3單位及開放式廚房除外)	灰色熱硬化玻璃
		廚房 (B3單位)	灰色鋼化玻璃 灰色熱硬化玻璃

1. Exterior Finishes

Item	Description		
(b) Window	Material of glass	Bedroom 1 (for Units A1, A3, A6 to A8, B2 to B6, C1 to C5, C7 to C9)	Grey tinted tempered glass Grey tinted heat strengthened glass
		Bedroom 1 (for Unit A9)	Grey tinted tempered glass
		Bedroom 2 (for Units C4 to C5)	Grey tinted tempered glass Grey tinted heat strengthened glass
		Master bedroom (for all units except Units A2 to A9, B1, B4 to B6, C6)	Grey tinted tempered glass
		Master bedroom (for Units A2 to A9, B1, B4 to B6, C6)	Grey tinted tempered glass Grey tinted heat strengthened glass
(c) Bay window	Material of bay window	Not applicable	
	Material of window sill finishes	Not applicable	
(d) Planter	Type of finishes	Not applicable	

1. 外部裝修物料

細項	描述		
(b) 窗	玻璃的用料	睡房1（A1, A3, A6至A8, B2至B6, C1至C5, C7至C9單位）	灰色鋼化玻璃 灰色熱硬化玻璃
		睡房1（A9單位）	灰色鋼化玻璃
		睡房2（C4至C5單位）	灰色鋼化玻璃 灰色熱硬化玻璃
		主人睡房（適用於所有單位，A2至A9, B1, B4至B6, C6單位除外）	灰色鋼化玻璃
		主人睡房（A2至A9, B1, B4至B6, C6單位）	灰色鋼化玻璃 灰色熱硬化玻璃
(c) 窗台	窗台用料	不適用	
	窗台板的裝修物料	不適用	
(d) 花槽	裝修物料的類型	不適用	

1. Exterior Finishes

Item	Description				
(e) Verandah or Balcony	Type of finishes of Balcony	Balcony (for Units A6 to A9 and B4 to B6)			
		Wall	Floor	Ceiling	Balustrade
		1. Perforated aluminium panel with noise absorptive infill material 2. Ceramic tiles	Homogeneous tile	Perforated aluminium ceiling with noise absorptive infill material	Clear tempered laminated glass balustrade with PVF2 coated aluminum capping and curb finished with homogeneous tiles and PVF2 coated aluminum cladding
		Balcony (for Units A1, A3, B2 to B3, C1 to C5 and C7 to C9)			
		Wall	Floor	Ceiling	Balustrade
		Ceramic tiles	Homogeneous tile	Paint	Metal balustrade with PVF2 coated aluminum capping and curb finished with homogeneous tiles and PVF2 coated aluminum cladding
	Type of finishes of Verandah	Not applicable			
	Whether it is covered	Balcony	All balconies are covered		
		Verandah	Not applicable		
(f) Drying facilities for clothing	Type and material	Not applicable			

1. 外部裝修物料

細項	描述				
(e) 陽台或露台	露台裝修物料的類型	露台(A6至A9及B4至B6單位)			
		牆壁	地板	天花	欄河
		1. 穿孔鋁質飾面板吸音側墻 2. 陶質磚	過底磚	穿孔鋁質飾面板吸音天花	夾層玻璃欄河配氟碳噴塗鋁質頂冚及路緣鋪砌過底磚及氟碳噴塗鋁飾板
		露台(A1, A3, B2至B3, C1至C5及C7至C9單位)			
		牆壁	地板	天花	欄河
		陶質磚	過底磚	油漆	金屬欄河配氟碳噴塗鋁質頂冚及路緣鋪砌過底磚及氟碳噴塗鋁飾板
	陽台裝修物料的類型	不適用			
	是否有蓋	露台	全部露台均有蓋		
		陽台	不適用		
(f) 乾衣設施	類型及用料	不適用			

2. Interior Finishes

Item	Description			
(a) Lobby	(i) Type of wall, floor and ceiling finishes			
		Wall	Floor	Ceiling
	Lift lobbies on 4/F to 32/F	Ceramic tiles, porcelain tiles, stainless steel strip	Homogeneous tiles	Gypsum board false ceiling with emulsion paint and aluminium baffle ceiling
	3/F Transfer lift lobby	Timber veneer, glass, aluminum cladding and stainless steel strip	Homogeneous tiles	Gypsum board false ceiling with emulsion paint
	3/F Residential tower lift lobbies	Ceramic tiles, timber veneer, glass, aluminum cladding, stainless steel feature and stainless steel strip	Homogeneous tiles	Gypsum board false ceiling with emulsion paint and aluminium panel ceiling
	G/F and 3/F Fireman's lift lobbies	Ceramic tiles	Homogeneous tiles	Gypsum board false ceiling with emulsion paint
(b) Internal wall and ceiling	(i) Type of wall and ceiling finishes for living room, dining room and bedroom			
		Wall	Ceiling	
	Living room / dining room	Emulsion paint	Emulsion paint, gypsum board false ceiling and bulkhead with emulsion paint	
	Master bedroom and bedroom	Emulsion paint	Emulsion paint, gypsum board false ceiling and bulkhead with emulsion paint	

2. 室內裝修物料

細項	描述			
(a) 大堂	(i) 牆壁、地板、天花板的裝修物料的類型			
		牆壁	地板	天花板
	4樓至32樓升降機大堂	陶質磚，瓷質磚，不銹鋼條	過底磚	髹乳膠漆之石膏板假天花、鋁條天花
	3樓轉乘升降機大堂	木飾面，玻璃，鋁質飾面板及不銹鋼條	過底磚	髹乳膠漆之石膏板假天花
	3樓住宅大廈升降機大堂	陶質磚，木飾面，玻璃，鋁質飾面板，不銹鋼飾面及不銹鋼條	過底磚	髹乳膠漆之石膏板假天花、鋁板天花
	地下及3樓消防員升降機大堂	陶質磚	過底磚	髹乳膠漆之石膏板假天花
(b) 內牆及天花板	(i) 客廳、飯廳及睡房的牆壁及天花板的裝修物料的類型			
		牆壁	天花板	
	客廳 / 飯廳	乳膠漆	髹乳膠漆天花、石膏板假天花及假陣髹乳膠漆	
	主人睡房及睡房	乳膠漆	髹乳膠漆天花、石膏板假天花及假陣髹乳膠漆	

2. Interior Finishes

Item	Description		
(c) Internal floor	(i) Material of floor and skirting for living room, dinning room and bedroom		
		Floor	Skirting
	Living room / dining room	For all units (except Units A6-A9 and B4-B6): Homogeneous tiles with reconstituted stone for thresholds and areas adjoining balcony (if any) For Units A6-A9 and B4-B6: Pre-engineered timber flooring with reconstituted stone for thresholds and stainless steel strip at area adjoining balcony	Timber skirting
	Master bedroom and bedroom	For all Units (except Units A6-A9 and B4-B6): Homogeneous tiles with reconstituted stone for thresholds and stainless steel strip at areas adjoining utility platform (if any) For Units A6-A9 and B4 -B6: Pre-engineered timber flooring	Timber skirting

2. 室內裝修物料

細項	描述		
(c) 內部地板	(i) 客廳、飯廳及睡房的地板及牆腳線的用料		
		地板	牆腳線
	客廳 / 飯廳	適用於所有單位 (A6至A9及B4至B6單位除外): 過底磚及人造石(適用於毗鄰露台(如有)的門檻和範圍) A6至A9及B4至B6單位: 複合木地板及人造石及不銹鋼條(適用於毗鄰露台的門檻和範圍)	木腳線
	主人睡房及睡房	適用於所有單位 (A6至A9及B4至B6單位除外): 過底磚及人造石及不銹鋼條(適用於毗鄰工作平台(如有)的門檻和範圍) A6至A9及B4至B6單位: 複合木地板	木腳線

2. Interior Finishes

Item	Description				
(d) Master bathroom and bathroom	(i) Type of wall, floor and ceiling finishes				
		Wall	Floor	Ceiling	
	Type of finishes	Ceramic tiles	Homogeneous tiles	Aluminium false ceiling	
	(ii) Whether the wall finishes run up to the ceiling	Up to the soffit of false ceiling			
(e) Kitchen	(i) Type of wall, floor, ceiling and cooking bench finishes				
		Wall	Floor	Ceiling	Cooking Bench
	Kitchen	Ceramic tiles	Homogeneous tiles	Aluminium false ceiling	Solid surfacing material
	Open Kitchen	Ceramic tiles	Homogeneous tiles with stainless steel strip	Emulsion paint, gypsum board false ceiling and bulkhead with emulsion paint	Solid surfacing material
	(ii) Whether the wall finishes run up to the ceiling	Up to the soffit of false ceiling			

2. 室內裝修物料

細項	描述				
(d) 主人浴室及浴室	(i) 牆壁、地板及天花板的裝修物料的類型				
		牆壁	地板	天花板	
	裝修物料的類型	陶質磚	過底磚	鋁質假天花	
	(ii) 牆壁的裝修物料是否鋪至天花板	鋪至假天花底			
(e) 廚房	(i) 牆壁、地板、天花板及灶台的裝修物料的類型				
		牆壁	地板	天花板	灶台
	廚房	陶質磚	過底磚	鋁質假天花	實體面材
	開放式廚房	陶質磚	過底磚配以不銹鋼條	髹乳膠漆天花、石膏板假天花及假陣髹乳膠漆	實體面材
	(ii) 牆壁的裝修物料是否鋪至天花板	鋪至假天花底			

3. Interior Fittings

Item	Description			
		Material	Finishes	Accessories
(a) Doors	Main entrance door	Fire rated solid core timber door	Plastic laminate	Lockset, hinges, eye viewer, door closer, handle and door stopper
	Balcony door	Aluminum door frame with grey tinted tempered glass	Aluminum with PVF2 coating	Lockset, hinges and handle
	Utility platform door	Aluminum door frame with grey tinted tempered glass	Aluminum with PVF2 coating	Lockset, hinges and handle
	Master bedroom and bedroom door	Hollow core timber door	Plastic laminate	Lockset, hinges, handle and door stopper
	Master bathroom and bathroom door	Hollow core timber door	Plastic laminate	Lockset, hinges, handle and door stopper
	Kitchen door - Swing door (for Units A6, A7, B3, C1, C2, C3, C4, C5, C7, C8 & C9)	Fire rated solid core timber door with fire rated glass vision panel	Plastic laminate	Door closer, hinges, handle and door stopper
	Kitchen door - Sliding door (for Units A1, A8, A9, B2, B4 & B5)	Fire rated solid core timber door with fire rated glass vision panel	Plastic laminate	Concealed sliding rail track, handle and door stopper

3. 室內裝置

細項	描述			
		用料	裝修物料	配件
(a) 門	單位入口大門	實心防火木門	膠板飾面	門鎖、門鉸、防盜眼、氣鼓、門把手及門擋
	露台門	鋁框門配以灰色強化玻璃	氟碳噴塗鋁	門鎖、門鉸及門把手
	工作平台門	鋁框門配以灰色強化玻璃	氟碳噴塗鋁	門鎖、門鉸及門把手
	主人睡房及睡房門	空心木門	膠板飾面	門鉸、氣鼓、門把手及門擋
	主人浴室及浴室門	空心木門	膠板飾面	門鎖、門鉸、門把手及門擋
	廚房門 – 平開門 (A6, A7, B3, C1, C2, C3, C4, C5, C7, C8及C9單位)	實心防火木門配防火玻璃視窗	膠板飾面	門鉸、氣鼓、門把手及門擋
	廚房門 – 趟門 (A1, A8, A9, B2, B4及B5單位)	實心防火趟木門配防火玻璃視窗	膠板飾面	隱蔽式趟門連軌道、門擋及門把手

3. Interior Fittings

Item	Description		
(b) Bathroom	Fittings and equipment	Type	Material
	(i) Type and material of fittings and equipment	Cabinet	1. Wooden basin cabinet finished with plastic laminate and solid surfacing counter top 2. Wooden mirror cabinet finished with plastic laminate
		Bathroom fittings	Sanitary wares and fittings include chrome plated wash basin mixer, chrome plated shower set, vitreous china water closet, vitreous china wash basin, chrome plated paper holder, chrome plated towel hooks
		Bathroom appliances	Please refer to "Appliance Schedule" below for brand name and model number of appliance.
	(ii) Type and material of water supply system		Please refer to "Water Supply" below for type and material.
	(iii) Type and material of bathing facilities (including shower or bath tub, if applicable)		
		Bathing facilities	
	Master bathroom (For Units C4 & C5)	Enamelled cast iron bathtub	
	All bathroom (except master bathroom in Units C4 & C5)	Clear tempered glass shower cubicle with stainless steel handle	
	(iv) Size of bath tub (if applicable)		1500mm (L) x 700mm (W) x 435mm (H)

3. 室內裝置

細項	描述		
(b) 浴室	裝置及設備	類型	用料
	(i) 裝置及設備的類型及用料	櫃	1. 木製洗手盆櫃、配以膠板飾面及實體面材枱面 2. 木製鏡櫃、配以膠板飾面
		浴室裝置	衛浴潔具及配件包括鍍鉻洗面盆龍頭、鍍鉻淋浴套件、瓷質坐廁、瓷質洗手盆、鍍鉻廁紙架及鍍鉻毛巾鉤
		浴室設備	設備之品牌及型號請參閱下文「設備說明表」。
	(ii) 供水系統的類型及用料		有關供水系統的類型及用料，請參閱下文「供水」的部份
	(iii) 沐浴設施(包括花灑或浴缸、如適用)		
		沐浴設施	
	主人浴室 (C4及C5單位)	搪瓷鑄鐵浴缸	
	所有浴室 (C4及C5的主人浴室除外)	透明強化玻璃淋浴間配以不銹鋼手柄	
	(iv) 浴缸大小(如適用的話)		1500毫米(長) x 700毫米(闊) x 435毫米(高)

3. Interior Fittings

Item	Description		
(c) Kitchen		Material	
	(i) Material of sink unit	Stainless Steel Sink	
	(ii) Material of water supply system	Please refer to "Water Supply" below for type and material of water supply system.	
	(iii) Material and finishes of kitchen cabinet	1. Wooden hanging cabinet with plastic laminate and PET finish 2. Wooden kitchen cabinet finished with plastic laminate and solid surfacing counter top	
	(iv) Type of all other fittings and equipment	Fire service installations and equipment	Sprinkler Head (In open kitchen of Units A2, A3, A4, A5, B1, B6, C6) Multi Sensor Detector (In living room/ dining room of Units A2, A3, A4, A5, B1, B6, C6)
		Other fittings	Chrome plated sink mixer
		Other equipment	Please refer to "Appliance Schedule" below for brand name and model number of appliance.
(d) Bedroom	Type and material of fittings (including built-in wardrobe)	Not applicable	
(e) Telephone	Location and number of connection points	Please refer to "Schedule of Mechanical & Electrical Provisions of Residential Units".	
(f) Aerials	Location and number of connection points	Please refer to "Schedule of Mechanical & Electrical Provisions of Residential Units".	

3. 室內裝置

細項	描述		
(c) 廚房		用料	
	(i) 洗滌盆的用料	不銹鋼	
	(ii) 供水系統的用料	有關供水系統的類型及用料，請參閱下文「供水」的部份	
	(iii) 廚櫃的用料及裝修物料	1. 木製吊櫃配以膠板飾面及聚酯膜飾面 2. 木製廚櫃配以膠板飾面以及實體面材枱面	
	(iv) 所有其他裝置及設備的類型	消防裝置及設備	消防花灑頭 (A2, A3, A4, A5, B1, B6, C6單位的開放式廚房內) 複合式感應偵測器 (A2, A3, A4, A5, B1, B6, C6單位的客廳 / 飯廳內)
		其他裝置	鍍鉻水龍頭
		其他設備	其他設備的品牌名稱和型號請參閱下文的「設備說明表」。
(d) 睡房	裝置(包括嵌入式衣櫃)的類型及用料	不適用	
(e) 電話	接駁點的位置及數目	請參考「住宅單位機電裝置說明表」	
(f) 天線	接駁點的位置及數目	請參考「住宅單位機電裝置說明表」	

3. Interior Fittings

Item	Description	
(g) Electrical installations	(i) Electrical fittings (including safety devices)	Single/three phase electricity supply with miniature circuit breaker distribution board
	(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed. Other than those parts of the conduits concealed within concrete, the rest of the conduits are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.
	(iii) Location and number of power points and air-conditioner points	Please refer to "Schedule of Mechanical & Electrical Provisions of Residential Units".
(h) Gas supply	Type, system and location	Towngas supply pipe is provided and connected to gas hob and gas water heater in kitchen (for Units A1, A6, A7, A8, A9, B2, B3, B4, B5, C1, C2, C3, C4, C5, C7, C8, C9 only). No gas supply to open kitchen units.
(i) Washing machine connection point	Design	22mm diameter water point and 40mm diameter drain point are provided in kitchen of all units.
	Location	Please refer to "Schedule of Mechanical & Electrical Provisions of Residential Units" for the location of the connection point.
(j) Water supply	(i) Material of water pipes	Copper pipes are provided for cold water supply, Thermal insulated copper pipes are provided for hot water supply, uPVC pipes are used for flushing water supply system in all units
	(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed. Other than those parts of the water pipes concealed within concrete, the rest of the water pipes are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.
	(iii) Whether hot water is available	Hot water is available via water heater.

3. 室內裝置

細項	描述	
(g) 電力裝置	(i) 供電附件(包括安全裝置)	單相/三相供電,搭配微型斷路器配電箱
	(ii) 導管是隱藏或外露	導管是部分隱藏及部分外露。除部分隱藏於混凝土內之導管外,其他部分的導管均為外露。外露的導管可能被假天花、假陣、貯存櫃、覆蓋板、非混凝土間隔牆、指定之管道槽或其他物料遮蓋或掩藏
	(iii) 電插座及空調機接駁點的位置及數目	請參閱「住宅單位機電裝置說明表」。
(h) 氣體供應	類型、系統及位置	煤氣喉接駁廚房內之氣體爐及煤氣熱水爐(僅適用於A1, A6, A7, A8, A9, B2, B3, B4, B5, C1, C2, C3, C4, C5, C7, C8, C9單位)。 開放式廚房單位不設氣體供應。
(i) 洗衣機接駁點	設計	每戶於廚房設有直徑22毫米來水接駁喉位及直徑40毫米去水接駁喉位供洗衣機接駁。
	位置	有關洗衣機來去水接駁點之位置,請參閱「住宅單位機電裝置說明表」。
(j) 供水	(i) 水管的用料	每戶冷水供水喉採用銅喉,熱水供水喉採用有熱絕緣保護之銅喉,沖廁用供水採用膠喉管。
	(ii) 水管是隱藏或外露	水管是部分隱藏及部分外露。除部份水管隱藏於混凝土內,其他部份的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、覆蓋板、非混凝土間隔牆、指定之管道槽或其他物料遮蓋或掩藏。
	(ii) 有否熱水供應	熱水經由熱水爐提供

4. Miscellaneous

Item	Description			
(a) Lifts	(i) Brand name	Schindler		
	(ii) Model number	L8: S 5500 MMR (AP) L9: S 5500 MMR (AP) L10: S 5500 MMR (AP) L11: S 5500 MMR (AP) L12: S 5500 MMR (AP) L13: S 5500 MMR (AP) L14: Schindler 7050 L15: Schindler 7050 L16: S 5500 MMR (AP)		
	(iii) Number of lifts	9		
	(iv) Floor served by the lifts	Lift No. L8, L9, L10, L11, L12, L13, L14 & L15 serving 3/F to 32/F Lift No. L16 (Fireman's lift) serving G/F, 1/F and 3/F to 32/F		
(b) Letter box	(i) Material	Stainless Steel		
(c) Refuse collection	(i) Means of refuse collection	Refuse storage and material recovery room with refuse chute is provided at the common area of each residential floor Refuse storage and material recovery chamber is provided on 1/F for handling and removal		
	(ii) Location of refuse room	Refuse storage and material recovery room is provided at the common area of each residential floor. Refuse storage and material recovery chamber is provided on 1/F		
(d) Water meter, electricity meter and gas meter		Water meter	Electricity meter	Gas meter
	(i) Location	Common water meter cabinet on each floor	Common electrical meter room on each floor	Kitchen in each unit
	(ii) Whether they are separate or communal meters for residential properties	Separate	Separate	Separate

In relation to item 4(a) and 6 specified in the above table, the Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

4. 雜項

細項	描述			
(a) 升降機	(i) 品牌名稱	迅達		
	(ii) 產品型號	L8: S 5500 MMR (AP) L9: S 5500 MMR (AP) L10: S 5500 MMR (AP) L11: S 5500 MMR (AP) L12: S 5500 MMR (AP) L13: S 5500 MMR (AP) L14: Schindler 7050 L15: Schindler 7050 L16: S 5500 MMR (AP)		
	(iii) 升降機數目	9		
	(iv) 到達的樓層	客用升降機L8, L9, L10, L11, L12, L13, L14及L15來往3樓至32樓 消防員升降機L16來往地下，1樓及3樓至32樓		
(b) 信箱	(i) 用料	不銹鋼		
(c) 垃圾收集	(i) 垃圾收集的方法	每層住宅樓層的公用地方設有裝設垃圾槽的垃圾及物料回收室，垃圾將收集到1樓之垃圾及物料回收房處理及運走		
	(ii) 垃圾房的位置	各住宅層之公用地方均設有垃圾及物料回收室；垃圾及物料回收房設於1樓		
(d) 水錶、電錶及氣體錶		水錶	電錶	氣體錶
	(i) 位置	每層的公共水錶櫃	每層的公共電錶房	各單位內的廚房
	(ii) 就住宅單位而言是獨立或公用的錶	獨立	獨立	獨立

有關上述列表所指明之第4(a)及第6細項，賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

5. Security Facilities

Item	Description	
Security system and equipment (including details of built-in provisions and their locations)	Access control and security system	Visitor panels integrated with Octopus card reader for access control system and visitor intercom unit connecting the door phone in each unit and the caretaker's counter are provided at the entrances.
	CCTV	CCTV system is provided at entrance lobbies, clubhouse, landscape area and all lifts connecting directly to the caretaker's counter.

6. Appliances

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

In relation to item 4(a) and 6 specified in the above table, the Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

5. 保安設施

細項	描述	
保安系統及設施(包括嵌入式的裝備的細節及其位置)	入口通道控制及保安系統	住客出入口設有八達通讀卡器作控制出入系統及訪客對講系統，連接各單位的對講機及大廈管理處。
	閉路電視	入口大堂、住客會所、園景區及各升降機均裝有閉路電視，直接連接大廈管理處。

6. 設備

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

有關上述列表所指明之第4(a) 及第6 細項，賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Appliances Schedule
設備說明表

Location 位置	Appliance 設備	Brand 品牌	Tower 座	Sierra Terrace 樂嶺軒																								
			Floor 樓層	4/F-31/F 4樓至31樓																								
			型號 Model No. / 單位 Unit	A1	A2	A3	A4	A5	A6	A7	A8	A9	B1	B2	B3	B4	B5	B6	C1	C2	C3	C4	C5	C6	C7	C8	C9
Living Room / Dining Room 客廳 / 飯廳	Window Type Air Conditioner 窗口式空調機	Carrier 開利	CHK12EAVXP	–	√	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
		Carrier 開利	CHK18EAVX	√	–	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	–	–	√	√	√	√
		Carrier 開利	CHK21EAVXP-1	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	√	√	–	–	–	–
Master Bedroom 主人睡房	Window Type Air Conditioner 窗口式空調機	Carrier 開利	CHK09EAVX	–	√	√	–	–	–	–	–	√	–	–	–	√	–	–	–	–	–	–	–	–	–	–	–	–
		Carrier 開利	CHK12EAVXP	√	–	–	√	√	√	√	√	–	√	√	√	–	√	√	√	√	√	√	√	√	√	√	√	√
Bedroom 1 睡房 1	Window Type Air Conditioner 窗口式空調機	Carrier 開利	CHK09EAVX	√	–	√	–	–	√	√	√	√	–	√	√	√	√	√	√	√	√	√	√	–	√	√	√
Bedroom 2 睡房 2	Window Type Air Conditioner 窗口式空調機	Carrier 開利	CHK09EAVX	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	√	√	–	–	–	–
Kitchen 廚房	Gas Water Heater 煤氣熱水爐	TGC	TNJW161TFQL	√	–	–	–	–	√	√	√	√	–	√	–	√	√	–	√	√	√	–	–	–	√	√	√
		TGC	TNJW161TFL	–	–	–	–	–	–	–	–	–	–	–	√	–	–	–	–	–	–	–	–	–	–	–	–
		TGC	TNJW221TFQL	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	√	√	–	–	–	–
	Gas Hob 氣體爐	Whirlpool 惠而浦	AGA201/BT	√	–	–	–	–	√	√	√	√	–	√	√	√	√	–	√	√	√	√	√	–	√	√	√

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

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

Notes :
1. The symbol " √ " as shown in the schedule above denotes such appliance(s) is/are provided and/or installed in the residential unit.
2. The symbol " – " as shown in the schedule above denotes "not provided"

備註：
1. 上表符號"√"表示該設備於該住宅單位內提供及/或安裝。
2. 上表符號 " – "表示「不提供」。

Appliances Schedule
設備說明表

Location 位置	Appliance 設備	Brand 品牌	Tower 座	Sierra Terrace 樂嶺軒																						
			Floor 樓層	4/F-31/F 4樓至31樓																						
			型號 Model No. / 單位 Unit	A1	A2	A3	A4	A5	A6	A7	A8	A9	B1	B2	B3	B4	B5	B6	C1	C2	C3	C4	C5	C6	C7	C8	C9
Kitchen 廚房	Cooker Hood 抽油煙機	Philco 飛歌	GH1206SNL	√	–	–	–	–	√	√	√	√	–	√	√	√	√	–	√	√	√	√	√	–	√	√	√
	Exhaust Fan 抽氣扇	Systemair	CBF125M	√	–	–	–	–	√	√	√	√	–	√	√	√	√	–	√	√	√	√	√	–	√	√	√
Open Kitchen 開放式廚房	Water Heater 熱水爐	Stiebel Eltron 斯寶亞創	DHB-E 18/21/24 LCD	–	√	√	√	√	–	–	–	–	√	–	–	–	–	√	–	–	–	–	–	√	–	–	–
	Induction Hob 電磁爐	Cristal 尼斯	CI-268-2	–	√	√	√	√	–	–	–	–	√	–	–	–	–	√	–	–	–	–	–	√	–	–	–
	Cooker Hood 抽油煙機	Philco 飛歌	GH1206SNL	–	√	√	√	√	–	–	–	–	√	–	–	–	–	√	–	–	–	–	–	√	–	–	–
Bathroom 浴室	Exhaust Fan 抽氣扇	Systemair	CBF100M	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Master Bathroom 主人浴室	Exhaust Fan 抽氣扇	Systemair	CBF100M	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	√	√	–	–	–	–

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

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

Notes :
1. The symbol " √ " as shown in the schedule above denotes such appliance(s) is/are provided and/or installed in the residential unit.
2. The symbol " – " as shown in the schedule above denotes "not provided"

備註：
1. 上表符號"√"表示該設備於該住宅單位內提供及/或安裝。
2. 上表符號 " – "表示「不提供」。

Appliances Schedule
設備說明表

Location 位置	Appliance 設備	Brand 品牌	Tower 座	Sierra Terrace 樂嶺軒																								
			Floor 樓層	32/F 32樓																								
			型號 Model No. / 單位 Unit	A1	A2	A3	A4	A5	A6	A7	A8	A9	B1	B2	B3	B4	B5	B6	C1	C2	C3	C4	C5	C6	C7	C8	C9
Living Room / Dining Room 客廳 / 飯廳	Window Type Air Conditioner 窗口式空調機	Carrier 開利	CHK12EAVXP	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
		Carrier 開利	CHK18EAVX	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	–	–	√	√	√	√
		Carrier 開利	CHK21EAVXP-1	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	√	√	–	–	–	–
Master Bedroom 主人睡房	Window Type Air Conditioner 窗口式空調機	Carrier 開利	CHK09EAVX	–	–	–	–	–	–	–	–	√	–	–	–	√	–	–	–	–	–	–	–	–	–	–	–	–
		Carrier 開利	CHK12EAVXP	√	√	√	√	√	√	√	√	–	√	√	√	–	√	√	√	√	√	√	√	√	√	√	√	√
Bedroom 1 睡房 1	Window Type Air Conditioner 窗口式空調機	Carrier 開利	CHK09EAVX	√	–	√	–	–	√	√	√	√	–	√	√	√	√	√	√	√	√	√	√	–	√	√	√
Bedroom 2 睡房 2	Window Type Air Conditioner 窗口式空調機	Carrier 開利	CHK09EAVX	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	√	√	–	–	–	–
Kitchen 廚房	Gas Water Heater 煤氣熱水爐	TGC	TNJW161TFQL	√	–	–	–	–	√	√	√	√	–	√	–	√	√	–	√	√	√	–	–	–	√	√	√
		TGC	TNJW161TFL	–	–	–	–	–	–	–	–	–	–	–	√	–	–	–	–	–	–	–	–	–	–	–	–
		TGC	TNJW221TFQL	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	√	√	–	–	–	–
	Gas Hob 氣體爐	Whirlpool 惠而浦	AGA201/BT	√	–	–	–	–	√	√	√	√	–	√	√	√	√	–	√	√	√	√	√	–	√	√	√

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

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

Notes :
1. The symbol " √ " as shown in the schedule above denotes such appliance(s) is/are provided and/or installed in the residential unit.
2. The symbol " – " as shown in the schedule above denotes "not provided"

備註：
1. 上表符號"√"表示該設備於該住宅單位內提供及/或安裝。
2. 上表符號 " – "表示「不提供」。

Appliances Schedule
設備說明表

Location 位置	Appliance 設備	Brand 品牌	Tower 座	Sierra Terrace 樂嶺軒																						
			Floor 樓層	32/F 32樓																						
			型號 Model No. / 單位 Unit	A1	A2	A3	A4	A5	A6	A7	A8	A9	B1	B2	B3	B4	B5	B6	C1	C2	C3	C4	C5	C6	C7	C8	C9
Kitchen 廚房	Cooker Hood 抽油煙機	Philco 飛歌	GH1206SNL	√	–	–	–	–	√	√	√	√	–	√	√	√	√	–	√	√	√	√	√	–	√	√	√
	Exhaust Fan 抽氣扇	Systemair	CBF125M	√	–	–	–	–	√	√	√	√	–	√	√	√	√	–	√	√	√	√	√	–	√	√	√
Open Kitchen 開放式廚房	Water Heater 熱水爐	Stiebel Eltron 斯寶亞創	DHB-E 18/21/24 LCD	–	√	√	√	√	–	–	–	–	√	–	–	–	–	√	–	–	–	–	–	√	–	–	–
	Induction Hob 電磁爐	Cristal 尼斯	CI-268-2	–	√	√	√	√	–	–	–	–	√	–	–	–	–	√	–	–	–	–	–	√	–	–	–
	Cooker Hood 抽油煙機	Philco 飛歌	GH1206SNL	–	√	√	√	√	–	–	–	–	√	–	–	–	–	√	–	–	–	–	–	√	–	–	–
Bathroom 浴室	Exhaust Fan 抽氣扇	Systemair	CBF100M	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√	√
Master Bathroom 主人浴室	Exhaust Fan 抽氣扇	Systemair	CBF100M	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	√	√	–	–	–	–

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

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

Notes :
1. The symbol " √ " as shown in the schedule above denotes such appliance(s) is/are provided and/or installed in the residential unit.
2. The symbol " – " as shown in the schedule above denotes "not provided"

備註：
1. 上表符號"√"表示該設備於該住宅單位內提供及/或安裝。
2. 上表符號 " – "表示「不提供」。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置說明表

Location 位置	Tower 座	Sierra Terrace 樂嶺軒																							
	Floor 樓層	4/F-32/F 4樓至32樓																							
	Unit 單位	A1	A2	A3	A4	A5	A6	A7	A8	A9	B1	B2	B3	B4	B5	B6	C1	C2	C3	C4	C5	C6	C7	C8	C9
Living Room / Dining Room 客廳 / 飯廳	1 Gang DP Switch (for A/C UNIT) 單位雙極開關掣 (空調機)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	1 Gang DP Switch (for Water Heater) 單位雙極開關掣 (熱水爐)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	1 Gang DP Switch (for Kitchen Exhaust Fan) 單位雙極開關掣 (廚房抽氣扇)	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1
	1 Gang Lighting Switch for Kitchen 廚房燈掣	1	–	–	–	–	1	1	1	1	–	1	–	1	1	–	1	1	1	1	1	–	1	1	1
	2 Gang Lighting Switch for Kitchen 廚房燈掣	–	–	–	–	–	–	–	–	–	–	–	1	–	–	–	–	–	–	–	–	–	–	–	–
	Door Phone Handset 對講機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	1 Gang Lighting Switch 單位燈掣	1	1	–	1	1	–	–	–	–	1	2	–	–	–	–	–	–	–	–	1	2	–	–	–
	2 Gang Lighting Switch 雙位燈掣	1	–	1	–	–	2	2	2	1	–	1	2	2	2	1	2	2	2	2	1	1	2	2	2
	3 Gang Lighting Switch 三位燈掣	–	1	1	1	1	–	–	–	1	1	–	–	–	–	1	–	–	–	–	–	–	–	–	–
	1 Gang DP Switch 單位雙極開關掣	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
	2 Gang DP Switch 雙位雙極開關掣	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
	Lighting point 燈位	3	3	4	3	4	4	4	4	5	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
	TV/FM Outlet 電視/電台天線插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	2	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	3	2	3	3	3	3	3	3	3	3	3	3	3	3	2	3	3	3	3	4	2	3	3	3
	13A Single Socket Outlet 13安培單位電插座	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	–	–	–	1	–	–	–	–	–
	1 Gang DP Switch (for Bathroom Exhaust Fan) 單位雙極開關掣 (浴室抽氣扇)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

1. The numbers as shown in the above table denotes the numbers provided of such provision(s) in the residential unit.
2. The symbol " – " as shown in the schedule above denotes "not applicable".
3. The quantity of the lighting switch(es) shown in the schedule above denotes the quantity of switch faceplate(s).

備註：

1. 以上說明表所顯示的數目代表提供於該住宅單位內的裝置數量。
2. 以上說明表所顯示的符號" – "代表「不適用」。
3. 以上說明表所顯示的燈掣數量是表示掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置說明表

Location 位置	Tower 座	Sierra Terrace 樂嶺軒																							
	Floor 樓層	4/F-32/F 4樓至32樓																							
	Unit 單位	A1	A2	A3	A4	A5	A6	A7	A8	A9	B1	B2	B3	B4	B5	B6	C1	C2	C3	C4	C5	C6	C7	C8	C9
Living Room / Dining Room 客廳 / 飯廳	1 Gang Lighting Switch for Bathroom 浴室燈掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	1 Gang Lighting Switch for Balcony 露台燈掣	1	–	1	–	–	1	1	1	1	–	1	1	1	1	1	1	1	1	1	1	–	1	1	1
	Power Point for AC Unit 空調機供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Miniature Circuit Breaker Distribution Board 微型斷路器配電箱	–	1	1	1	1	–	–	–	–	1	–	–	–	–	1	–	–	–	–	–	1	–	–	–
Master Bedroom 主人睡房	1 Gang Lighting Switch 單位燈掣	–	1	–	1	1	–	–	–	–	1	–	–	–	–	–	–	–	–	–	–	1	–	–	–
	2 Gang Lighting Switch 雙位燈掣	1	–	1	–	–	1	1	1	1	–	1	1	1	1	1	1	1	1	1	1	–	1	1	1
	1 Gang DP Switch (for A/C UNIT) 單位雙極開關掣 (空調機)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting point 燈位	2	1	2	1	1	2	2	2	2	1	2	2	2	2	2	2	2	2	2	2	1	2	2	2
	TV/FM Outlet 電視 / 電台天線插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	13A Single Socket Outlet 13安培單位電插座	1	–	1	–	–	1	1	1	1	–	1	1	1	1	1	1	1	1	1	1	–	1	1	1
	1 Gang Lighting Switch for Utility Platform 工作平台燈掣	1	–	–	–	–	–	–	–	–	–	1	1	–	–	–	1	1	1	1	1	–	1	1	1
	1 Gang DP Switch (for Master Bathroom Exhaust Fan) 單位雙極開關掣 (主人浴室抽氣扇)	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
	1 Gang Lighting Switch for Master Bathroom 主人浴室燈掣	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
	Power Point for AC Unit 空調機供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:

1. The numbers as shown in the above table denotes the numbers provided of such provision(s) in the residential unit.
2. The symbol " – " as shown in the schedule above denotes "not applicable".
3. The quantity of the lighting switch(es) shown in the schedule above denotes the quantity of switch faceplate(s).

備註：

1. 以上說明表所顯示的數目代表提供於該住宅單位內的裝置數量。
2. 以上說明表所顯示的符號" – "代表「不適用」。
3. 以上說明表所顯示的燈掣數量是表示掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置說明表

Location 位置	Tower 座	Sierra Terrace 樂嶺軒																								
	Floor 樓層	4/F-32/F 4樓至32樓																								
	Unit 單位	A1	A2	A3	A4	A5	A6	A7	A8	A9	B1	B2	B3	B4	B5	B6	C1	C2	C3	C4	C5	C6	C7	C8	C9
Bedroom 1 睡房 1	1 Gang Lighting Switch 單位燈掣	1	–	1	–	–	1	1	1	1	–	1	1	1	1	1	1	1	1	1	1	–	1	1	1
	2 Gang Lighting Switch 雙位燈掣	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
	1 Gang DP Switch (for A/C UNIT) 單位雙極開關掣 (空調機)	1	–	1	–	–	1	1	1	1	–	1	1	1	1	1	1	1	1	1	1	–	1	1	1
	Lighting point 燈位	1	–	1	–	–	1	1	1	1	–	1	1	1	1	1	1	1	1	1	1	–	1	1	1
	TV/FM Outlet 電視 / 電台天線插座	1	–	1	–	–	1	1	1	1	–	1	1	1	1	1	1	1	1	1	1	–	1	1	1
	Telephone Outlet 電話插座	1	–	1	–	–	1	1	1	1	–	1	1	1	1	1	1	1	1	1	1	–	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	1	–	1	–	–	1	1	1	1	–	1	1	1	1	1	1	1	1	1	1	–	1	1	1
	Power Point for AC Unit 空調機供電位	1	–	1	–	–	1	1	1	1	–	1	1	1	1	1	1	1	1	1	1	–	1	1	1
Bedroom 2 睡房 2	1 Gang Lighting Switch 單位燈掣	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
	2 Gang Lighting Switch 雙位燈掣	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–
	1 Gang DP Switch (for A/C UNIT) 單位雙極開關掣 (空調機)	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
	Lighting point 燈位	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
	TV/FM Outlet 電視 / 電台天線插座	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
	Telephone Outlet 電話插座	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
	13A Twin Socket Outlet 13安培雙位電插座	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
	Power Point for AC Unit 空調機供電位	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
Bathroom 1 浴室 1	Lighting Point 燈位	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	Fused Spur Unit (for Exhaust Fan) 接線座 (抽氣扇)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Remote Controller 控制器	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes:
1. The numbers as shown in the above table denotes the numbers provided of such provision(s) in the residential unit.
2. The symbol " – " as shown in the schedule above denotes "not applicable".
3. The quantity of the lighting switch(es) shown in the schedule above denotes the quantity of switch faceplate(s).

備註：
1. 以上說明表所顯示的數目代表提供於該住宅單位內的裝置數量。
2. 以上說明表所顯示的符號" – "代表「不適用」。
3. 以上說明表所顯示的燈掣數量是表示掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置說明表

Location 位置	Tower 座	Sierra Terrace 樂嶺軒																							
	Floor 樓層	4/F-32/F 4樓至32樓																							
	Unit 單位	A1	A2	A3	A4	A5	A6	A7	A8	A9	B1	B2	B3	B4	B5	B6	C1	C2	C3	C4	C5	C6	C7	C8	C9
Master Bathroom 主人浴室	Lighting point 燈位	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	3	3	–	–	–	–
	Fused Spur Unit (for Exhaust Fan) 接線座 (抽氣扇)	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
	Remote Controller 控制器	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
	13A Single Socket Outlet 13安培單位電插座	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	–	1	1	–	–	–	–
Kitchen 廚房	1 Gang Lighting Switch for Kitchen 廚房燈掣	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1
	1 Gang DP Switch 單位雙極開關掣 (煮食爐)	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1
	Lighting Point 燈位	3	–	–	–	–	3	3	3	3	–	3	3	3	3	–	3	3	3	3	3	–	3	3	3
	13A Single Socket Outlet 13安培單位電插座	3	–	–	–	–	3	3	3	3	–	3	3	3	3	–	3	3	3	3	3	–	3	3	3
	13A Twin Socket Outlet 13安培雙位電插座	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1
	Miniature Circuit Breaker Distribution Board 微型斷路器配電箱	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1
	Fused Spur Unit (for Gas Water Heater) 接線座 (煤氣熱水爐)	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1
	Fused Spur Unit (for Gas Hob) 接線座 (氣體爐)	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1
	Fused Spur Unit (for Cooker Hood) 接線座 (抽油煙機)	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1
	Fused Spur Unit (for Exhaust Fan) 接線座 (抽氣扇)	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1
	Drain Point (for Washing Machine) 去水位 (洗衣機)	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1
	Water Point (for Washing Machine) 來水位 (洗衣機)	1	–	–	–	–	1	1	1	1	–	1	1	1	1	–	1	1	1	1	1	–	1	1	1

Notes:
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2. The symbol " – " as shown in the schedule above denotes "not applicable".
3. The quantity of the lighting switch(es) shown in the schedule above denotes the quantity of switch faceplate(s).

備註：
1. 以上說明表所顯示的數目代表提供於該住宅單位內的裝置數量。
2. 以上說明表所顯示的符號" – "代表「不適用」。
3. 以上說明表所顯示的燈掣數量是表示掣面板的數量。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置說明表

Location 位置	Tower 座	Sierra Terrace 樂嶺軒																							
	Floor 樓層	4/F-32/F 4樓至32樓																							
	Unit 單位	A1	A2	A3	A4	A5	A6	A7	A8	A9	B1	B2	B3	B4	B5	B6	C1	C2	C3	C4	C5	C6	C7	C8	C9
Open Kitchen 開放式廚房	Lighting point 燈位	–	2	2	3	3	–	–	–	–	3	–	–	–	–	2	–	–	–	–	–	1	–	–	–
	1 Gang Lighting Switch 單位燈掣	–	1	1	1	1	–	–	–	–	1	–	–	–	–	1	–	–	–	–	–	1	–	–	–
	1 Gang DP Switch 單位雙極開關掣 (煮食爐)	–	1	1	1	1	–	–	–	–	1	–	–	–	–	1	–	–	–	–	–	1	–	–	–
	13A Single Socket Outlet 13安培單位電插座	–	3	3	2	2	–	–	–	–	2	–	–	–	–	3	–	–	–	–	–	3	–	–	–
	13A Twin Socket Outlet 13安培雙位電插座	–	1	1	1	1	–	–	–	–	1	–	–	–	–	1	–	–	–	–	–	1	–	–	–
	Fused Spur Unit (for Water Heater) 接線座 (熱水爐)	–	1	1	1	1	–	–	–	–	1	–	–	–	–	1	–	–	–	–	–	1	–	–	–
	Fused Spur Unit (for Induction Hob) 接線座 (電磁爐)	–	1	1	1	1	–	–	–	–	1	–	–	–	–	1	–	–	–	–	–	1	–	–	–
	Fused Spur Unit (for Cooker Hood) 接線座 (抽油煙機)	–	1	1	1	1	–	–	–	–	1	–	–	–	–	1	–	–	–	–	–	1	–	–	–
	Drain Point (for Washing Machine) 去水位 (洗衣機)	–	1	1	1	1	–	–	–	–	1	–	–	–	–	1	–	–	–	–	–	1	–	–	–
	Water Point (for Washing Machine) 來水位 (洗衣機)	–	1	1	1	1	–	–	–	–	1	–	–	–	–	1	–	–	–	–	–	1	–	–	–
Balcony 露台	Balcony Light 露台燈	1	–	1	–	–	1	1	1	1	–	1	1	1	1	1	1	1	1	1	1	–	1	1	1
Utility Platform 工作平台	Utility Platform Light 工作平台燈	1	–	–	–	–	–	–	–	–	–	1	1	–	–	–	1	1	1	1	1	–	1	1	1

Notes:
1. The numbers as shown in the above table denotes the numbers provided of such provision(s) in the residential unit.
2. The symbol " – " as shown in the schedule above denotes "not applicable".
3. The quantity of the lighting switch(es) shown in the schedule above denotes the quantity of switch faceplate(s).

備註：
1. 以上說明表所顯示的數目代表提供於該住宅單位內的裝置數量。
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3. 以上說明表所顯示的燈掣數量是表示掣面板的數量。

24 SERVICE AGREEMENTS
服務協議

Potable and Flushing water is supplied by Water Supplies Department.
Electricity is supplied by CLP Power Hong Kong Limited.
Town gas is supplied by The Hong Kong and China Gas Company Limited

食水及沖廁水由水務署供應。
電力由中華電力有限公司供應。
煤氣由香港中華煤氣有限公司供應。

25 GOVERNMENT RENT
地稅

The owner is liable for the Government rent payable for the specified residential property up to and including the date of the respective assignment of the specified residential property to the purchasers.

擁有人有法律責任就指明住宅物業繳付直至並包括有關個別指明住宅物業之買方簽署轉讓契之日期為止的地稅。

26 MISCELLANEOUS PAYMENTS BY PURCHASER
買方的雜項付款

On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the owner for the deposits for water, electricity and gas, and on that delivery, the purchaser is not liable to pay to the owner a debris removal fee.

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

在向買方交付指明住宅物業在空置情況下的管有權時，買方須負責向擁有人補還水、電力及氣體的按金；及在交付時，買方不須向擁有人支付清理廢料的費用。

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

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

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

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

A. The Land Grant requires the owners of the residential properties in the Development to maintain any slopes at their own cost. The terms of the requirement are as follows:

Special Condition No. (48)

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

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (47) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government, its agents and contractors from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.

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

A. 批地文件規定，發展項目中的住宅物業擁有人須自費維修斜坡。有關規定的條款如下：

特別條款第(48)條

「(a) 如該地段或任何政府土地內現時或以往曾經進行過任何削土、移土或土地後移工程、或堆積或堆填或任何類型的斜坡處理工程，不論事先是否獲署長書面同意，而該等工程是為了或關乎該地段或其任何部分的形成、平整或發展的目的或承批人按此等條款而須要完成的工程的目的或其他任何的目的，承批人須自費進行及建造該等斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程，以保護和支撐該地段內的土地及任何毗鄰或毗連的政府土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。承批人應時刻在此協定的整個批租期內自費保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程，以保持其修繕妥當及良好狀態，以使署長滿意。

(b) 本特別條款第(a)條的規定並沒有影響政府於此等條款的權利，特別是特別條款第(47)條賦予政府的權利。

(c) 若承批人進行的形成、平整、發展或其他工程或其他因素導致該地段或任何毗鄰或毗連政府或已批租土地發生任何滑土、山泥傾瀉或地陷，承批人須自費將其還原及修復以使署長滿意，並須就因此等滑土、山泥傾瀉或地陷，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府、其代理人及承辦商作出彌償及使其獲得彌償。

(d) 除此等條款內訂明有關違反此等條款而賦予的任何權利或補償外，署長有權以書面通知要求承批人進行、建造及保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、及排水或附屬或其他工程或要求將發生滑土、山泥傾瀉或地陷之處還原及修復。如承批人忽略或未能於指明時間內履行該通知內的要求，署長可立即執行及進行所需的工程，而承批人須在收到通知後按要求向政府償還相關費用，以及任何行政或專業費用和支出。」

B. Each of the residential owners is obliged to contribute towards the costs of the above maintenance work.

C. Please refer to the plan in this section for the location of the slope structures, retaining walls or related structures (if any).

D. Under the Deed of Mutual Covenant, the manager of the Development has the owners' authority to carry out the maintenance work.

B. 每名住宅物業擁有人均須分擔維修上述工程的費用。

C. 斜坡、護土牆或有關構築物（如有）位置，請參閱本節之附圖。

D. 根據公契，發展項目的管理人獲擁有人授權進行維修工程。



LEGEND 圖例

Y Slope and Retaining Structures
斜坡及護土構築物

Note: The location of the slope structures, retaining walls or related structures (if any) is shown coloured yellow in the plan above. The above plan is for showing the location of the slope structures, retaining walls or related structures (if any) only. Other matters shown in that plan may not reflect their latest conditions.

註： 斜坡、護土牆或有關構築物（如有）之位置於圖中以黃色顯示。本圖僅顯示斜坡、護土牆或有關構築物（如有）之位置，圖中所示之其他事項未必能反映其最新狀況。

29 MODIFICATION
修訂

There is no on-going application to the Government for a modification of the land grant by the owner.

擁有人現時並沒有向政府提出申請修訂批地文件。

1. **Operation of Gondola**

   During maintenance of the external walls of the Phase arranged by the Manager, gondola will be operating in the airspace outside the windows of the residential units.

2. **Communal Pipes**

   There are some exposed communal pipes installed on the external walls of the Phase. There is a possibility that the views or enjoyment of some of the residential units of the Phase may be affected.

3. **Common Flat Roofs**

   a. The common flat roofs on 4/F of the Phase form part of the SSF Common Areas and Facilities. Staff or worker(s) of the Manager or appointed contractor(s) may enter into or upon the said common flat roofs for cleaning or maintenance purposes, if necessary.

   b. The level difference between the residential unit flooring and the flat roof flooring on 4/F of the Phase is about 350 mm.

4. **Open Kitchen**

   Each owner of unit with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan, in particular the provisions set out in Clause 14.13 of the Deed of Mutual Covenants, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants, lessees, licensees and other occupiers of his unit with open kitchen to observe and comply with the same.

5. **Noise Mitigation Measures**

   a. The following Noise Mitigation Measures will be provided to mitigate the traffic and rail noise impact:

      (i) Vertical Architectural Fins (1.5m fin)

      (ii) Acoustic Window (Top-hung type) comprising top hung acoustic windows with micro-perforated absorber boxes, sound absorptive horizontal fins, acoustic pelmet and fixed glazing panels/maintenance windows

      (iii) Enhanced Acoustic Balcony comprising full height side walls with sound absorptive lining, glass balustrades, side-hung french doors and fixed glazing panels/maintenance windows;

1. **吊船之運作**

   在期數外牆進行由管理人安排的保養期間，吊船會在住宅單位之窗戶外操作。

2. **公共喉管**

   期數之大廈外牆裝有外露之公共喉管，有可能影響部分住宅單位的景觀或享用。

3. **公用平台**

   a. 期數4樓公用平台為資助出售房屋公用地方與設施，管理人的職員或工人或其委任的承辦商有需要時會進出該公用平台以進行清潔或維修工程。

   b. 期數4樓住宅單位地台與平台地台相差大約350毫米。

4. **開放式廚房**

   每個設有開放式廚房的單位業主須自費遵守消防安全管理計劃，特別是公契第14.13條所列的條文，以及由管理人不時就消防安全管理計劃的實施而作出的任何指引或指示，並須促使其單位的租客、承租人、特許持有人及其他佔用人遵守該等條文、指引及指示。

5. **噪音緩解措施**

   a. 期數將提供以下噪音緩解措施以緩解道路及鐵路交通噪音影響：

      (i) 垂直鰭（1.5米）

      (ii) 減音窗（上懸式）包括微穿孔吸聲盒、橫向吸音鰭、減音擋板及固定玻璃板/維修窗

      (iii) 增強型減音露台包括全高吸音側牆、玻璃欄杆、側開落地玻璃門及固定玻璃板/維修窗

(iv) Fixed glazing / blank walls at locations with predicted noise exceedance

Floor	Unit	Mitigation Measures (refer to items above)
4/F to 32/F	A6	(ii) at M.B.R. and B.R.1 (iii) at LIV./DIN.
	A7	(ii) at M.B.R. and B.R.1 (iii) at LIV./DIN.
	A8	(ii) at M.B.R. and B.R.1 (iii) at LIV./DIN.
	A9	(ii) at B.R.1 (iii) at LIV./DIN.
	B4	(i) at M.B.R. (ii) at M.B.R. (iii) at LIV./DIN.
	B5	(ii) at M.B.R. and B.R.1 (iii) at LIV./DIN.
	B6	(ii) at M.B.R. and B.R.1 (iii) at LIV./DIN.
4/F to 5/F	A9	(iv) at M.B.R.
6/F to 32/F	A9	(ii) at M.B.R.

Notes:

- Please refer to page 23 of this sales brochure for legend of the terms and abbreviations shown on the schedule of proposed Noise Mitigation Measures.
- Please refer to "Floor Plans Of Residential Properties In The Phase" section of the sales brochure on pages 23 to 31 for details on the location of vertical architectural fin, acoustic window (top-hung type), enhanced acoustic balcony, fixed glazing / maintenance window (not for ventilation), sound absorptive material, solid wall.

b. No owner shall alter, interfere with or remove, or permit or suffered to be altered, interfered with or removed any fixed glazing/ maintenance window (if any), vertical architectural fin (if any), acoustic window (top-hung type) (if any), enhanced acoustic balcony (if any), sound absorptive material (if any), solid wall (if any), which form part of his residential unit except in accordance with the building plans.

c. Some of the Noise Mitigation Measures may affect the view from the relevant residential units.

(iv) 在噪音超標位置設置固定玻璃 / 牆身

樓層	單位	緩解措施(詳情參閱以上事項)
4樓至32樓	A6	(ii) 位於主人睡房及睡房1 (iii) 位於客廳/飯廳
	A7	(ii) 位於主人睡房及睡房1 (iii) 位於客廳/飯廳
	A8	(ii) 位於主人睡房及睡房1 (iii) 位於客廳/飯廳
	A9	(ii) 位於睡房1 (iii) 位於客廳/飯廳
	B4	(i) 位於主人睡房 (ii) 位於主人睡房 (iii) 位於客廳/飯廳
	B5	(ii) 位於主人睡房及睡房1 (iii) 位於客廳/飯廳
	B6	(ii) 位於主人睡房及睡房1 (iii) 位於客廳/飯廳
4樓至5樓	A9	(iv) 位於主人睡房
6樓至32樓	A9	(ii) 位於主人睡房

備註：

- 噪音緩解措施列表中顯示之名詞及簡稱，請參閱本售樓說明書第23頁。
- 有關垂直鰭、減音窗（上懸式）、增強型減音露台及固定玻璃/維修窗位置的詳情，請參閱本售樓說明書第23 - 31頁「期數的住宅物業的樓面平面圖」一節。

b. 任何業主不可（除非根據建築圖則）更改、干擾或移除或准許他人更改、干擾或移除其住宅單位的任何固定玻璃/維修窗（如有）、垂直鰭（如有）、減音窗（上懸式）（如有）、增強型減音露台（如有）、吸音物料（如有）及牆身（如有）。

c. 部分噪音緩解措施可能影響相關住宅單位的景觀。

6. Fittings and Finishes

Due to material shortage, the residential properties in the Phase may use fittings or finishes of different brands / model numbers of comparable quality, with possible slight differences in external appearance, colour, design or texture. Please refer to "Fittings, Finishes and Appliances" section of this section for details of the standard provisions of each residential property.

6. 裝置及裝修物料

由於物料供應短缺問題，期數的住宅物業或會使用不同品牌或型號但品質相若之裝置或裝修物料，在外觀、顏色、設計或質感上或可能有輕微分別。有關各住宅物業的交樓標準，請參閱本售樓說明書「裝置、裝修物料及設備」一節，並以買賣合約條款為準。

31 ADDRESS OF THE WEBSITE DESIGNATED BY THE VENDOR FOR THE PHASE
賣方就期數指定的互聯網網站的網址

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

https://sierraterrace.hkhs.com

賣方為施行《一手住宅物業銷售條例》第2部而就期數指定的互聯網網站的網址：

https://sierraterrace.hkhs.com

Breakdown of GFA Concessions Obtained for All Features
獲寬免總樓面面積的設施分項

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

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

		Area (m^2) 面積 (平方米)
Disregarded GFA under Building (Planning) Regulations 23(3)(b) 根據《建築物(規劃)規例》第 23(3)(b) 條不計算的總樓面面積		
1.	Carpark and loading/ unloading area excluding public transport terminus 停車場及上落客貨地方(公共交通總站除外)	Not Applicable 不適用
2.	Plant rooms and similar services 機房及相類設施	
2.1 (*)	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, TBE room for access facilities for mobile services, rooftop telecommunications equipment room, intermediate telecommunications equipment room, refuse storage chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》《作業備考》或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室(訊播室)、為流動通訊接達設施而設的訊播室、天台電訊設備室、中層電訊設備室、垃圾房等	2717.022
2.2	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equiment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積不受任何《作業備考》或規例限制的強制性設施或必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	Not Applicable 不適用
2.3	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc. 非強制性或非必要機房，例如 空調機房、送風櫃房等	Not Applicable 不適用
Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第 1 及第 2 號提供的環保設施		
3. (*)	Balcony 露台	551
4. (*)	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	459.418
5.	Communal sky garden 公用空中花園	Not Applicable 不適用
6. (*)	Acoustic fin 隔聲鰭	343.012
7.	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	Not Applicable 不適用
8. (*)	Non-structural prefabricated external wall 非結構預製外牆	702.786
9. (*)	Utility platform 工作平台	239.25
10.	Noise barrier 隔音屏障	Not Applicable 不適用
Amenity Features 適意設施		
11. (*)	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff, and owners' corporation office 管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衛室和廁所，以及業主立案法團辦事處	51.75
12. (*)	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities 住宅康樂設施，包括僅供康樂設施使用的中空空間、機房、游泳池的濾水器機房、有蓋人行道等	351.555
13. (*)	Covered landscaped and play area 有蓋園景區及遊樂場地	655.354

		Area (m^2) 面積(平方米)
14.	Horizontal screens/covered walkways and trellis 橫向屏障/有蓋人行道及花棚	Not Applicable 不適用
15. (*)	Larger lift shaft 擴大升降機槽	271.853
16.	Chimney shaft 煙囪管道	Not Applicable 不適用
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要機房,例如鍋爐房、衞星電視共用天線房	Not Applicable 不適用
18. (*)	Pipe duct, air duct and vertical riser for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽、氣槽及垂直立管	Not Applicable 不適用
19.	Pipe duct, air duct for non-mandatory or non-essential plant room 非強制性設施或非必要機房所需的管槽及氣槽	Not Applicable 不適用
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	Not Applicable 不適用
21.	Void in duplex domestic flat and house 複式住宅單位及洋房的中空空間	Not Applicable 不適用
22.	Sunshade and reflector 遮陽蓬及反光罩	Not Applicable 不適用
23. (*)	Projecting planters and minor projection such as A/C box, A/C platform, window cill and projecting window 伸出式花槽及小型伸出物,例如空調機箱、空調機平台、窗檻及伸出的窗台	1224.496
24.	Other projection such as A/C box and platform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway 《作業備考》APP-19第3(b)及(c)段沒有涵蓋的其他伸出物,如空調機箱及空調機平台,及維修通道	Not Applicable 不適用
Other Exempted Items 其他項目		
25.	Refuge floor including refuge floor cum sky garden 庇護層,包括庇護層兼空中花園	Not Applicable 不適用
26.	Covered area under large projecting/ overhanging feature 大型伸出/外懸設施下的有蓋地方	Not Applicable 不適用
27.	Public transport terminus 公共交通總站	Not Applicable 不適用
28.	Party structure and common staircase 共用構築物及公用樓梯	Not Applicable 不適用
29.	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	Not Applicable 不適用
30.	Public passage 公眾通道	Not Applicable 不適用
31.	Covered set back area 有蓋的後移部分	Not Applicable 不適用
Bonus GFA 額外總樓面面積		
32.	Bonus GFA 額外總樓面面積	Not Applicable 不適用
Additional Green Features under Joint Practice Note (No. 8) 根據聯合作業備考(第8號)提供的額外環保設施		
33.	Building adopting Modular Integrated Construction 採用「組裝合成」建築法的樓宇	Not Applicable 不適用

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

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

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

Green Building Certification

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

Provisional SILVER

PROVISIONAL SILVER NB V1.2 2023 HKGBC BEAM Plus

Application no.: PAS0043/23

綠色建築認證

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

暫定評級銀級

暫定 銀級 NB V1.2 2023 HKGBC 綠建環評

申請編號: PAS0043/23

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

Latest information on the estimated energy performance or consumption for the common parts of the Phase as submitted to the BA prior to the printing of the sales brochures:

於印製售樓說明書前呈交予建築事務監督期數的公用部份的預計能量表現或消耗的最近期資料：

Part I 第 I 部分	
Provision of Central Air Conditioning 提供中央空調	YES 是
Provision of Energy Efficient Features 提供具能源效益的設施	YES 是
Energy Efficient Features proposed: 擬安裝的具能源效益的設施：-	1. Modulating fresh air supply to G/F retail area by CO2 sensor control. 通過二氧化碳傳感器調節地面層零售區的新鮮空氣供應。 2. G/F retail area corridor AHUs have an air-to-air heat exchanger to recover heat from exhaust air to fresh air. 地面層控制零售區走廊 AHU（空氣處理單元）設有空氣對空氣熱交換器，可從排氣回收熱量至新鮮空氣。 3. Plant room ventilation fans have thermostat automatic on-off control. 機房通風風扇具有恆溫器自動開關控制。 4. Basement carpark ventilation fans have automatic high-low speed control by CO and temperature sensors. 地下停車場通風風扇通過一氧化碳和溫度傳感器進行自動高低速控制。 5. G/F retail area central chilled water system has a variable speed drive for the secondary chilled water pump. The pump speed is automatically controlled by the differential pressure sensor dependent on the chilled water demand. 地面層零售區中央冷水系統的二次冷水泵具有變速驅動器。泵的轉速根據冷水需求通過差壓傳感器自動調節。 6. Fan coil units for the G/F retail area have brushless DC motors. 地面層零售區的風扇盤管單元采用無刷直流馬達。 7. All lighting fittings in the staircase and associated corridor are controlled by motion sensors with dimmable electronic ballasts and to dim to half of the original luminaire intensity if not occupied. 樓梯和相關走廊的所有照明裝置均設有用戶感應控制，具有可調光電子鎮流器，如果未被使用，則將調光至原始照明強度的一半。 8. Potable water and flushing water supply pumps have variable speed drives. 選用變頻食用水和沖廁水水泵。 9. High-efficiency motor (IE4 or above) will be provided for water pumps. 選用高效能馬達（IE4或更高）作為供水水泵提供。 10. All lifts have Variable Voltage Variable Frequency regenerative drives. 所有電梯均配備調壓調頻交流電動機再生驅動器。 11. All lift motors are permanent magnet motors. 所有升降機馬達均為永磁馬達。

Part II: The predicted annual energy use of the proposed building / part of building (Note I) 第 II 部分：擬興建樓宇/部分樓宇預計每年能源消耗量(備註 1)：-					
Location 位置	Inernal Floor Area Served (m^2) 使用有關裝置的內部樓面面積(平方米)	Annual Energy Use of Baseline Building (Note 2) 基線樓宇(備註 2) 每年能源消耗量		Annual Energy Use of Proposed Building 擬興建樓宇 每年能源消耗量	
		Electricity kWh/ m^2/ annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit/ m^2/annum 煤氣/石油氣用量單位/平方米/年	Electricity kWh/ m^2/ annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit/ m^2/annum 煤氣/石油氣用量單位/平方米/年
Area served by central building services installation (Note 3) 有使用中央屋宇裝備裝置(備註 3)的部份	N/A 不適用	N/A 不適用	N/A 不適用	N/A 不適用	N/A 不適用

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

Notes:

1. In general, the lower the estimated "Annual Energy Use" of the building, the more efficient of the building in terms of energy use. For example, if the estimated "annual energy use of proposed building" is less than the estimated "annual energy use of baseline building", it means the predicted use of energy is more efficient in the proposed building than in the baseline building.The larger the reduction, the greater the efficiency.

   The predicted annual energy use per m^2 per annum, in terms of electricity consumption (kWh) and town gas/LPG consumption (unit), of the development by the internal floor area served, where:

   (a) "total annual energy use" has the same meaning of "annual energy use" under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (current version); and

   (b) "internal floor area", in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" under Section 4 and Appendix 8 of the BEAM Plus for New Building (current version).
3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installations in Buildings (February 2010 edition) (Draft)

備註：

1. 一般而言，一棟樓宇的預計"每年能源消耗量"愈低，其節約能源的效益愈高。如一棟樓宇預計的"每年能源消耗量"低於該樓宇的"基線樓宇每年能源消耗量"，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。

   預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算]，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：-

   (a) "每年能源消耗量"與新建樓宇BEAM Plus標準（現行版本）第4節及附錄8中的「年能源消耗」具有相同涵義；及

   (b) 樓宇、空間或單位的"內部樓面面積"，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
2. "基準樓宇"與新建樓宇BEAM Plus標準（現行版本）第4節及附錄8中的"基準建築物模式（零分標準)"具有相同涵義。
3. "中央屋宇裝備裝置"與樓宇的屋宇裝備裝置能源效益實務守則（2010年2月版）（草稿）中的涵義相同。

Environmental Assessment of the Building and Information on the Estimated Energy Performance or Consumption for the Common Parts of the Phase
建築物的環境評估及期數的公用部份的預計能量表現或消耗的資料

The approved general building plans of this Phase are not subject to the requirement stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers APP-151 issued by the Building Authority. Environmental assessment and information on the estimated energy performance or consumption for the common parts of this Phase were not required to be submitted to the Building Authority as a prerequisite for the granting of gross floor area concessions.

期數的經批准一般建築圖則不受由建築事務監督發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》APP-151規定規限。期數的環境評估及公用部份的預計能量表現或消耗的資料無須呈交建築事務監督，以作為批予總樓面面積寬免的先決條件。

33 INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRE-SALE CONSENT 地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

1. If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase ("ASP"), agrees (at its own discretion) to cancel the ASP or the obligations of the purchaser under the ASP, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the residential unit specified in the ASP and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the ASP.
2. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Government Grant up to and including the date of the respective Assignments to the purchasers.
3. The purchaser who has signed an ASP has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Phase as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK$100 per request.
4. For information and requirements relating to "the Excepted and Reserved Areas" and "the Future Public Road" as referred to in Special Conditions Nos.(3) and (4) of the Government Grant, "the Items" as referred to in Special Condition No.(23)(a) of the Government Grant, "the temporary turnaround facility or facilities" as referred to in Special Condition No.(38) of the Government Grant, "the loading and unloading spaces" and "the overnight parking arrangement" as referred to in Special Condition No.(40)(c) of the Government Grant and "the Public Vehicle Park" as referred to in Special Condition No.(41) of the Government Grant, please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure.

1. 如正式買賣合約(「買賣合約」)的買方有此要求，並獲賣方(按其自己的酌情決定)同意之情況下取消買賣合約或買方於買賣合約所承擔之責任，賣方有權保留相等於買賣合約所指定的住宅物業總售價百分之五的款額。同時買方亦須額外付予賣方或付還賣方(視情況而定)全部就取消買賣合約須付之律師費、收費及代墊付費用(包括任何須繳付之印花稅)。
2. 賣方將會支付或已經支付(視屬何情況而定)由批地文件之日起直至及包括有關個別買方簽署轉讓契之日期間之所有有關正在興建的發展項目所處地段的地稅。
3. 已簽署買賣合約的買方如已支付不多於港幣一百元象徵式費用(按每次要求計算)，有權查閱並在其要求時獲提供一份有關以下資料的最新紀錄之印本：完成興建期數所需的建築費用及專業費用總額及有關直至詢問時的上一個月底為止已動用及支付的建築費用及專業費用總額。
4. 有關批地文件特別條款第(3)及(4)條提及的「保留及預留範圍」及「未來公共道路」、第(23)(a)條提及的「物件」、第(38)條提及的「臨時調頭設施」、第(40)(c)條提及的「上落客貨停車位」及「通宵停泊安排」及第(41)條提及的「公眾停車場」的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

34 POSSIBLE FUTURE CHANGES
日後可能出現的改變

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

期數及其周邊地區日後可能出現改變。

35 DATE OF PRINTING
印製日期

Date of printing of this Sales Brochure: 8 April 2025

本售樓說明書印製日期：2025年4月8日