

柏景峰
ONE PARK PLACE

SALES BROCHURE
售樓說明書

柏景峰

ONE PARK PLACE

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

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

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the

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.

residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.

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

5. Sales brochure

- Ensure that the sales brochure obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- In respect of an uncompleted development, the vendor may alter the building plans (if any) whenever the vendor considers necessary. To know the latest information of an uncompleted development, keep paying attention to any revised sales brochures made available by the vendor.
- Read through the sales brochure and in particular, check the following information in the sales brochure -
 - whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

- 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 -

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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

12. Appointment of solicitor

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

For first-hand uncompleted residential properties

13. Pre-sale Consent

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

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.

- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

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

15. Estimated material date and handing over date

- Check the estimated material date³ for the development in the sales brochure.
 - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document/ a Certificate of Compliance or the Director of Lands’ Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.

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

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

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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

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

For first-hand completed residential properties

16. Vendor's information form

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

17. Viewing of property

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

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

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

Other useful contacts:

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

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

Real Estate Developers Association of Hong Kong	
Telephone	: 2826 0111
Fax	: 2845 2521

Sales of First-hand Residential Properties Authority
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。

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》（第621章）（下稱「條例」），賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i) 露台；(ii) 工作平台；以及 (iii) 陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部 and 內部尺寸²。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。

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

² 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項—
(i) 每個住宅物業的外部尺寸；
(ii) 每個住宅物業的內部尺寸；
(iii) 每個住宅物業的內部間隔的厚度；
(iv) 每個住宅物業內個別分隔室的外部尺寸。
根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

- 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；
 - 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。

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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。

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。

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。

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

- 參觀示範單位時，務必視察無改動示範單位，以便與經改動示範單位作出比較。然而，條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時，應已提供有關發展項目的售樓說明書。因此，緊記先行索取售樓說明書，以便在參觀示範單位時參閱相關資料。
- 您可以在無改動示範單位及經改動示範單位中進行量度，並在無改動示範單位內拍照或拍攝影片，惟在確保示範單位參觀者人身安全的前提下，賣方可能會設定合理的限制。

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

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

- 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
 - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
 - 工人罷工或封閉工地；
 - 暴動或內亂；
 - 不可抗力或天災；
 - 火警或其他賣方所不能控制的意外；
 - 戰爭；或
 - 惡劣天氣。
 - 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@caa.org.hk
傳真	: 2598 9596
香港地產建設商會	
電話	: 2826 0111
傳真	: 2845 2521

一手住宅物業銷售監管局
2023年3月

INFORMATION ON THE DEVELOPMENT

發展項目的資料

Name of the Development ONE PARK PLACE	發展項目的名稱 柏景峰
The name of the street at which the Development is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Development 8 Ko Nga Lane^ ^The provisional street number is subject to confirmation when the Development is completed.	發展項目所位於的街道的名稱及由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數 高雅里8號^ ^此臨時門牌號數有待發展項目落成時確認。
Total number of storeys of each multi-unit building Tower 1, Tower 2 and Tower 3: 38 Storeys Notes: The above number of storeys includes podium floors (G/F, 1/F, 2/F, 3/F) The above number of storeys does not include mezzanine floors, transfer plate, roof, upper roofs and top roof (including M1/F, M2/F, M3/F, transfer plate, R/F, UR/F, UR1/F, UR2/F and Top Roof)	每幢多單位建築物的樓層的總數 第1座、第2座及第3座：38層 備註： 上述樓層總數包括平台樓層 (地下、1樓、2樓、3樓) 上述樓層總數不包括夾層、轉換層、天台、上層天台及頂層天台 (包括夾層1樓、夾層2樓、夾層3樓、轉換層、天台、上層天台、上層天台1樓、上層天台2樓及頂層天台)
Floor numbering in each multi-unit building as provided in the approved building plans for the Development Tower 1, Tower 2 and Tower 3: G/F, M1/F, 1/F, 2/F, M2/F, M3/F, 3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-42/F, R/F, UR/F, UR1/F, UR2/F, Top Roof	發展項目的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數 第1座、第2座及第3座： 地下、夾層1樓、1樓、2樓、夾層2樓、夾層3樓、3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至42樓、天台、上層天台、上層天台1樓、上層天台2樓、頂層天台
Omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order 4/F, 13/F, 14/F, 24/F and 34/F	每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數 4樓、13樓、14樓、24樓及34樓
Refuge floor (if any) of each multi-unit building Tower 1, Tower 2 and Tower 3: R/F	每幢多單位建築物內的庇護層 (如有的話) 第1座、第2座及第3座：天台
Estimated material date for the Development as provided by the authorized person for the Development 30 June 2027 The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase. Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Development has been completed or is deemed to be completed (as the case may be).	由發展項目的認可人士提供的發展項目的預計關鍵日期 2027年6月30日 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。 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發展項目落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為發展項目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發展項目而獲符合的日期。
Note: “material date” means the date on which the conditions of the land grant are complied with in respect of the Development.	

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方及有參與發展項目的其他人的資料

Vendor

MTR Corporation Limited (as "Owner")
Top Oasis Limited (as "Person so engaged")

Notes:

“Owner” means the legal or beneficial owner of the residential properties in the Development.

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

Holding company of the Owner (MTR Corporation Limited)

Not Applicable

Holding companies of the Person so engaged (Top Oasis Limited)

Success Apex Limited
United Grade Limited
King Chance Development Limited
Sino Land Company Limited
Tsim Sha Tsui Properties Limited

The authorized person for the Development

LAU King Chiu Henry

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

DLN Architects Limited

Building contractor for the Development

Gammon Engineering & Construction Company Limited

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

Deacons
Woo Kwan Lee & Lo
Chu & Lau
Gallant
Slaughter and May
Kao, Lee & Yip

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

Not Applicable

Other persons who have made a loan for the construction of the Development

King Chance Development Limited
Eternal Sincere Limited

賣方

香港鐵路有限公司（作為「擁有人」）
騰洋有限公司（作為「如此聘用的人」）

備註：

「擁有人」指發展項目的住宅物業的法律上的擁有人或實益擁有人。

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

擁有人(香港鐵路有限公司)的控權公司

不適用

如此聘用的人(騰洋有限公司)的控權公司

勝銘有限公司
銳紀有限公司
會連發展有限公司
信和置業有限公司
尖沙咀置業集團有限公司

發展項目的認可人士

劉鏡釗

發展項目的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

劉榮廣伍振民建築師有限公司

發展項目的承建商

Gammon Engineering & Construction Company Limited

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所

的近律師行
胡關李羅律師行
劉漢銓律師行
何耀棟律師事務所
司力達律師樓
高李葉律師行

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構

不適用

已為發展項目的建造提供貸款的任何其他人

會連發展有限公司
Eternal Sincere Limited

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

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

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

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

Note:
A reference to the Vendor here is a reference to either MTR Corporation Limited (as “Owner”) or Top Oasis Limited (as “Person so engaged”).

備註：
在此提述賣方即提述香港鐵路有限公司(作為「擁有人」)或騰洋有限公司(作為「如此聘用的人」)。

INFORMATION ON DESIGN OF THE DEVELOPMENT

發展項目的設計的資料

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

There will be curtain walls forming part of the enclosing walls of the Development.
發展項目將會有構成圍封牆的一部分的幕牆。

The range of thickness of the non-structural prefabricated external walls of each block is 150mm.
每幢建築物的非結構的預製外牆的厚度範圍為150毫米。

The range of thickness of the curtain walls of each building is 200mm.
每幢建築物的幕牆的厚度範圍為200毫米。

Schedule of total area of non-structural prefabricated external walls and curtain walls of each residential property

每個住宅物業的非結構的預製外牆及幕牆的總面積表

Tower 座數	Floor 層數	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)	Total area of the curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積(平方米)
Tower 1 第1座	5/F 5樓	A1	0.176	1.628
		A2	-	1.024
		A3	-	1.024
		A5	-	1.024
		A6	0.206	1.164
		A7	-	0.869
		A8	-	0.834
		A9	-	0.849
	6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-42/F 6樓至12樓、 15樓至23樓、 25樓至33樓及 35樓至42樓	A1	0.176	1.628
		A2	-	1.024
		A3	-	1.024
		A5	-	1.024
		A6	0.206	1.164
		A7	-	0.869
		A8	-	0.834
		A9	-	0.849

Tower 座數	Floor 層數	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)	Total area of the curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積(平方米)
Tower 2 第2座	5/F 5樓	B1	-	0.940
		B2	-	0.583
		B3	-	1.468
		B5	-	0.834
		B6	-	0.849
	6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-42/F 6樓至12樓、 15樓至23樓、 25樓至33樓及 35樓至42樓	B1	-	0.940
		B2	-	0.583
		B3	-	1.468
		B5	-	0.834
		B6	-	0.849
Tower 3 第3座	5/F 5樓	C1	0.131	1.278
		C2	-	0.994
		C3	-	1.066
		C5	-	0.509
		C6	-	0.544
		C7	-	0.518
		C8	-	0.533
		C9	-	0.472
		C10	0.094	1.157
	6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-42/F 6樓至12樓、 15樓至23樓、 25樓至33樓及 35樓至42樓	C1	0.131	1.278
		C2	-	0.994
		C3	-	1.066
		C5	-	0.509
		C6	-	0.544
		C7	-	0.518
		C8	-	0.533
		C9	-	0.472
		C10	0.094	1.157

INFORMATION ON PROPERTY MANAGEMENT

物業管理的資料

The person appointed as the manager of the Development under the latest draft deed of mutual covenant

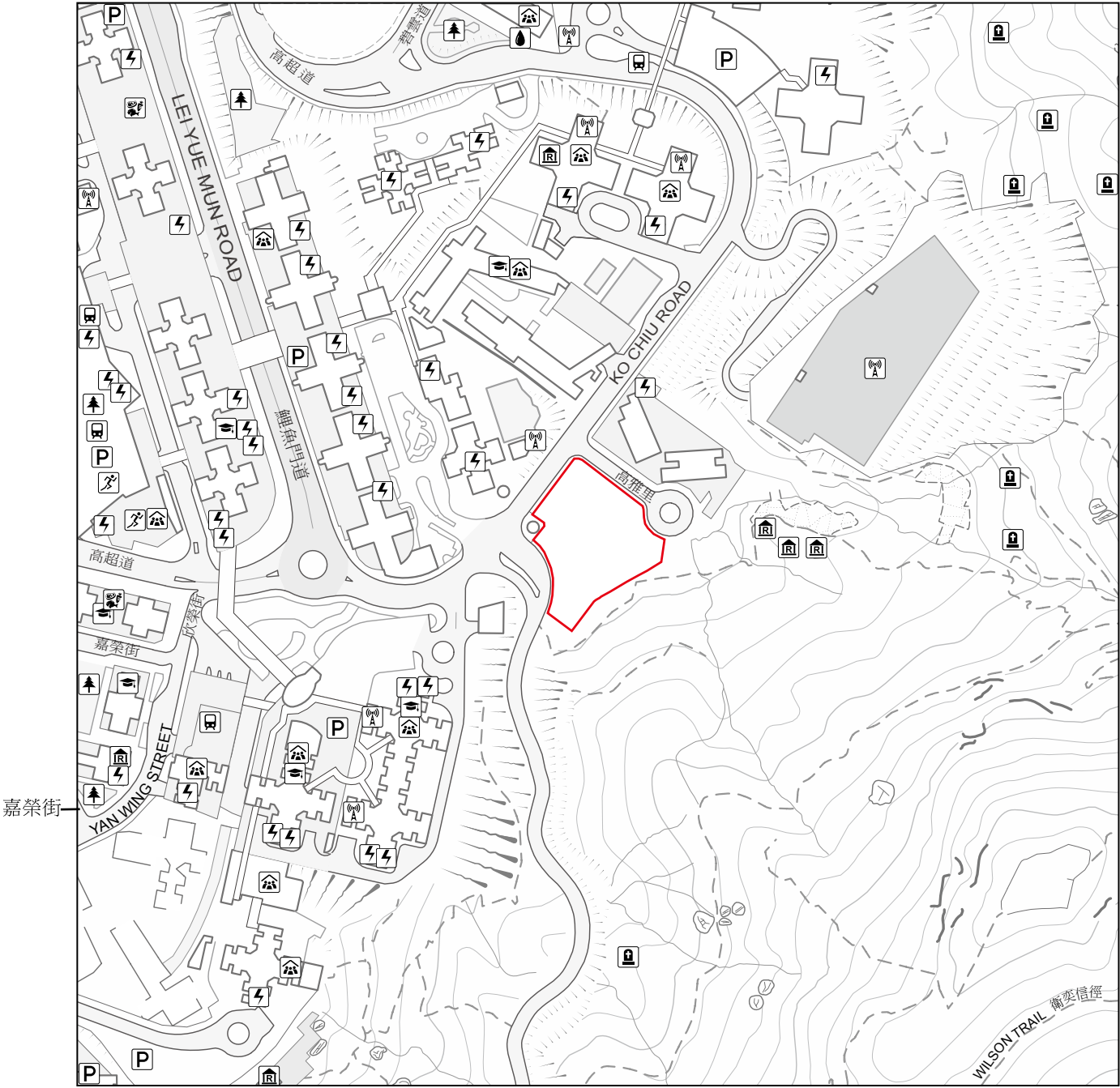
The latest draft of the deed of mutual covenant and management agreement of the Development does not provide the name of the manager of the Development, and the Vendor intends to appoint MTR Corporation Limited or its subsidiary as the manager of the Development upon the execution of the deed of mutual covenant and management agreement.

根據有關公契的最新擬稿獲委任為發展項目的管理人的

發展項目公契及管理協議的最新擬稿未有提供發展項目的管理人的名稱，而賣方擬在簽立公契及管理協議時委任香港鐵路有限公司或其子公司為發展項目的管理人。

LOCATION PLAN OF THE DEVELOPMENT

發展項目的所在位置圖



Location of the Development
發展項目的位置

Scale: 0 50 100 150 200 250M/米
比例：



The Location Plan is prepared with reference to the Digital Topographic Map No.T11-SE-B dated 9 October 2025 from the Survey and Mapping Office of the Lands Department, with adjustments where necessary.
The map is provided by the Common Spatial Data Infrastructure Portal and intellectual property rights are owned by the Government of the HKSAR.

所在位置圖參考地政總署測繪處的日期為2025年10月9日之數碼地形圖(圖幅編號T11-SE-B)擬備，有需要的地方經修正處理。
地圖由空間數據共享平台入門網站提供，香港特別行政區政府為知識產權擁有人。

Notation 圖例

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

KA WING STREET 嘉榮街 KO NGA LANE 高雅里 PIK WAN ROAD 碧雲道

- Notes:
- Due to technical reasons (such as the irregular boundary of the Development), the Location Plan may show more area than that required under the Residential Properties (First-hand Sales) Ordinance.
 - The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

- 備註：
- 因技術原因(例如發展項目的界線不規則)，所在位置圖所顯示的範圍可能多於《一手住宅物業銷售條例》所規定的範圍。
 - 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

AERIAL PHOTOGRAPH OF THE DEVELOPMENT

發展項目的鳥瞰照片



● Location of the Development
發展項目的位置



The Aerial Photograph is 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. E249395C, dated 7 January 2025.

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鳥瞰照片摘錄自地政總署測繪處於2025年1月7日在3,000呎飛行高度拍攝，編號為E249395C之鳥瞰照片。

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鳥瞰照片由空間數據共享平台入門網站提供，香港特別行政區政府為知識產權擁有人。

Notes:

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

備註：

1. 因技術原因（例如發展項目的界線不規則），鳥瞰照片所顯示的範圍可能多於《一手住宅物業銷售條例》所規定的範圍。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 發展項目的鳥瞰照片之副本可於發展項目的售樓處開放時間內免費查閱。

AERIAL PHOTOGRAPH OF THE DEVELOPMENT

發展項目的鳥瞰照片



● Location of the Development
發展項目的位置



The Aerial Photograph is 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. E254925C, dated 22 March 2025.

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鳥瞰照片摘錄自地政總署測繪處於2025年3月22日在6,900呎飛行高度拍攝，編號為E254925C之鳥瞰照片。

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Notes:

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

備註：

1. 因技術原因（例如發展項目的界線不規則），鳥瞰照片所顯示的範圍可能多於《一手住宅物業銷售條例》所規定的範圍。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 發展項目的鳥瞰照片之副本可於發展項目的售樓處開放時間內免費查閱。

AERIAL PHOTOGRAPH OF THE DEVELOPMENT

發展項目的鳥瞰照片



● Location of the Development
發展項目的位置



The Aerial Photograph is 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. E254924C, dated 22 March 2025.

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鳥瞰照片由空間數據共享平台入門網站提供，香港特別行政區政府為知識產權擁有人。

Notes:

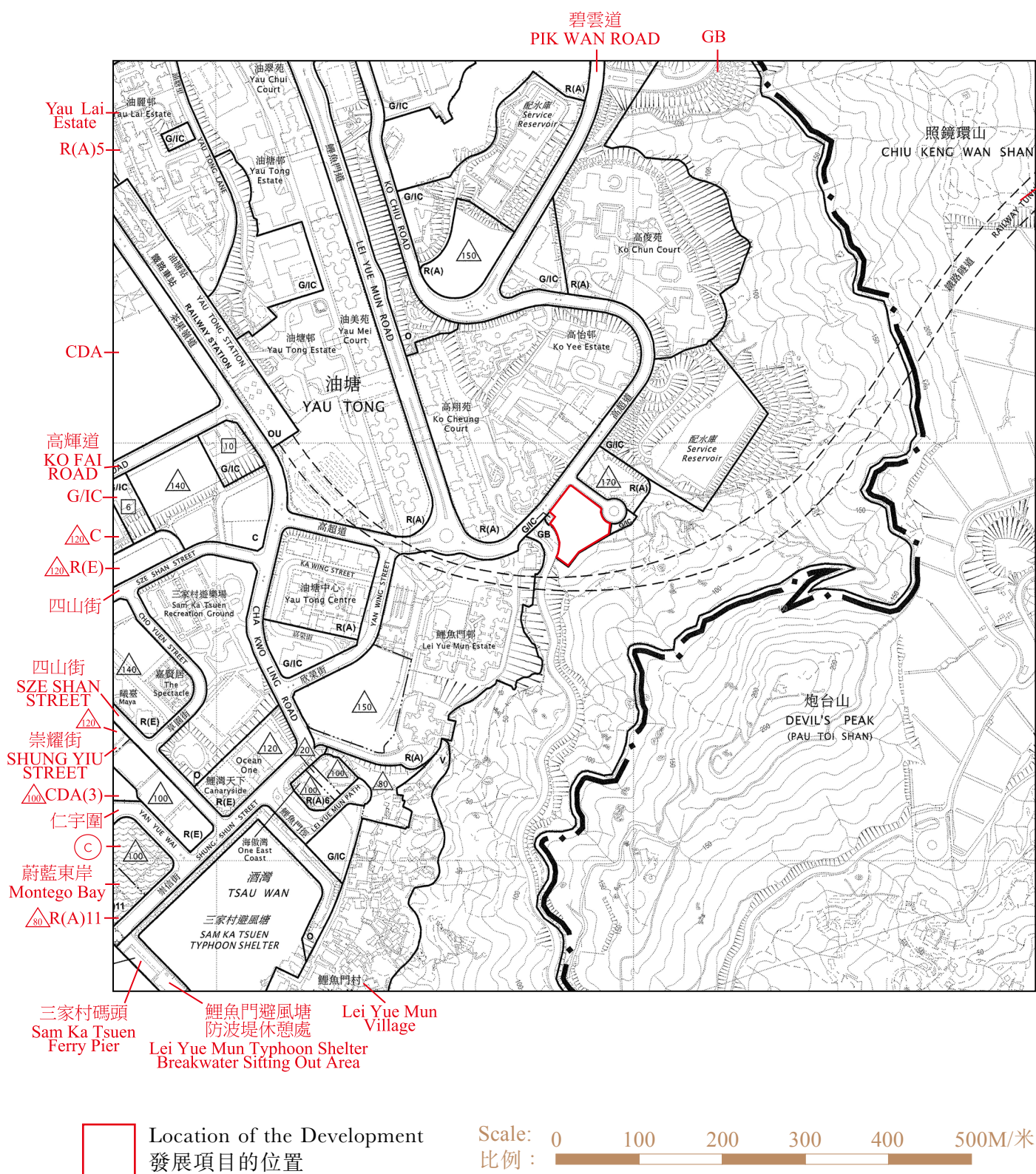
1. Due to technical reasons (such as the irregular boundary of the Development), the Aerial Photograph may show more area than that required under the Residential Properties (First-hand Sales) Ordinance.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
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備註：

1. 因技術原因（例如發展項目的界線不規則），鳥瞰照片所顯示的範圍可能多於《一手住宅物業銷售條例》所規定的範圍。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 發展項目的鳥瞰照片之副本可於發展項目的售樓處開放時間內免費查閱。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

關乎發展項目的分區計劃大綱圖等



Adopted from part of the draft Cha Kwo Ling, Yau Tong, Lei Yue Mun Outline Zoning Plan No. S/K15/28, gazetted on 31 October 2025 with adjustments where necessary as shown in red.

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

摘錄自2025年10月31日刊憲之茶果嶺、油塘、鯉魚門分區計劃大綱草圖，圖則編號S/K15/28，有需要處經修正處理，以紅色顯示。

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

Notation 圖例

Zones 地帶

C	Commercial 商業
CDA	Comprehensive Development Area 綜合發展區
R(A)	Residential (Group A) 住宅（甲類）
R(E)	Residential (Group E) 住宅（戊類）
V	Village Type Development 鄉村式發展
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

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

Miscellaneous 其他

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

Amendments to Approved Plan No. S/K15/27 核准圖編號S/K15/27的修訂

	Rezoning of a site at the junction of Shung Shun Street and Yan Yue Wai from “CDA(5)” to “R(A)11” with stipulation of building height restrictions and designation of the land abutting the waterfront as ‘Waterfront Promenade’.
Amendment Item C 修訂項目C項	把位於崇信街及仁宇圍交界處的一幅用地由「綜合發展區(5)」地帶改劃為「住宅(甲類)11」地帶，並訂明建築物高度限制及將此用地毗鄰海濱的地方指定作「海濱長廊」。

Notes:

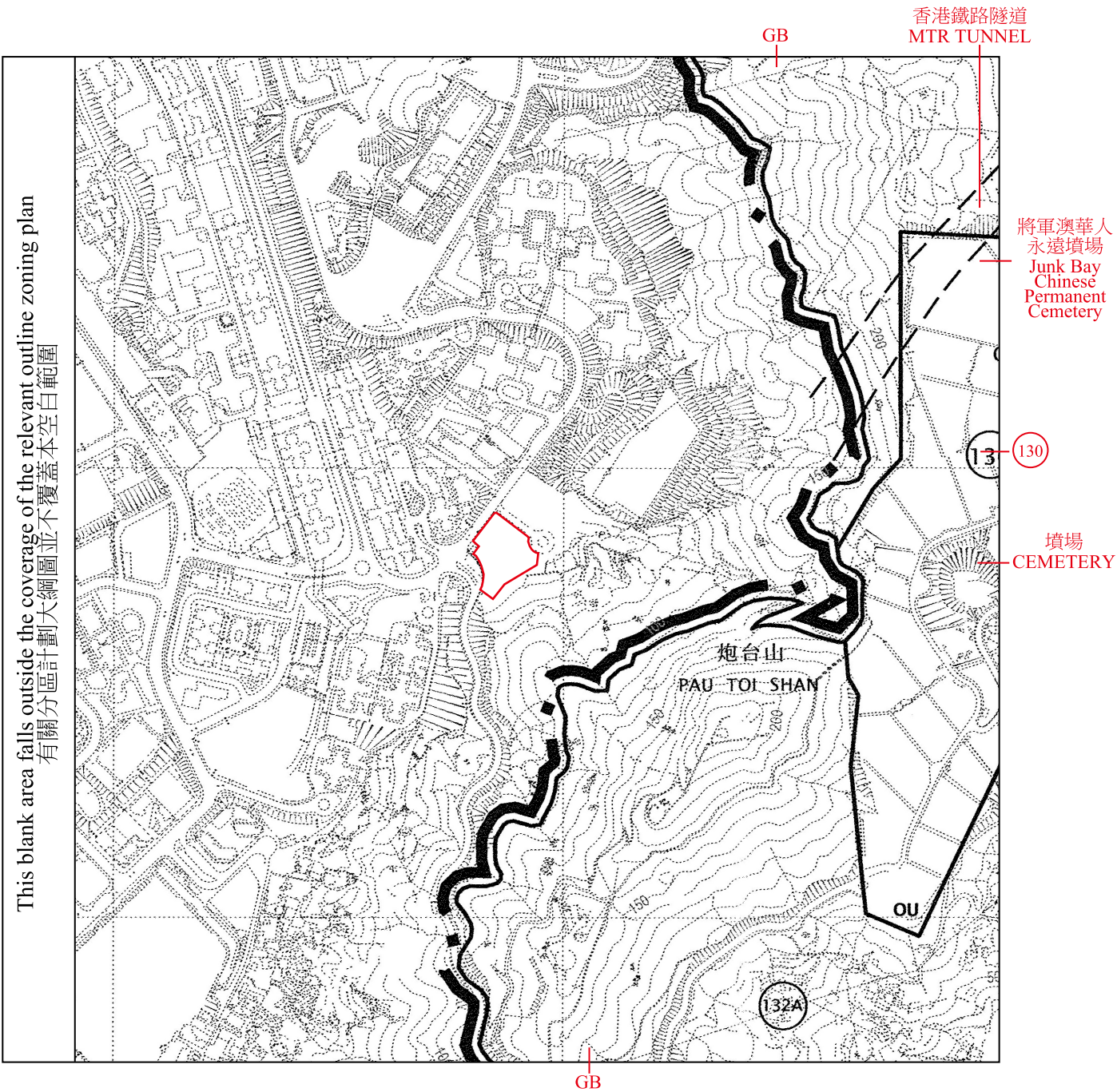
- Due to technical reasons (such as the irregular boundary of the Development), the Outline Zoning Plan may show more area than that required under the Residential Properties (First-hand Sales) Ordinance.
- The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding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

備註：

- 因技術原因(例如發展項目的界線不規則)，分區計劃大綱圖所顯示的範圍可能多於《一手住宅物業銷售條例》所規定的範圍。
- 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
- 在印製售樓說明書當日適用的最近期更新版本分區計劃大綱圖及其附表，可於發展項目的售樓處開放時間內免費查閱。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

關乎發展項目的分區計劃大綱圖等



Location of the Development
發展項目的位置

Scale: 0 100 200 300 400 500M/米
比例:



Adopted from part of the approved Tseung Kwan O Outline Zoning Plan No. S/TKO/32, gazetted on 17 October 2025 with adjustments where necessary as shown in red.

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

摘錄自2025年10月17日刊憲之將軍澳分區計劃大綱核准圖，圖則編號S/TKO/32，有需要處經修正處理，以紅色顯示。

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

Notation 圖例

Zones 地帶

- OU Other Specified Uses
其他指定用途
- GB Green Belt
綠化地帶

Miscellaneous 其他

- Boundary of Planning Scheme
規劃範圍界線
- Planning Area Number
規劃區編號

Communications 交通

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

Notes:

- Due to technical reasons (such as the irregular boundary of the Development), the Outline Zoning Plan may show more area than that required under the Residential Properties (First-hand Sales) Ordinance.
- The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
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- 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
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發展項目的布局圖



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Legend of 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

ACOUSTIC WALL		= 隔音牆
ACP.	= AIR-CONDITIONER PLATFORM	= 空調機平台
A.D.	= AIR DUCT	= 通風槽
A.F.	= ARCHITECTURAL FEATURE	= 建築裝飾
A.W.	= ACOUSTIC WINDOW	= 隔音窗
BAL. & U.P.	= BALCONY AND UTILITY PLATFORM	= 露台及工作平台
BAL. & U.P. LINE ABOVE	= BALCONY AND UTILITY PLATFORM LINE ABOVE	= 上層露台及工作平台線
BATH	= BATHROOM	= 浴室
BED RM.	= BEDROOM	= 睡房
BED RM. 1	= BEDROOM 1	= 睡房1
BED RM. 2	= BEDROOM 2	= 睡房2
COMMON AREA		= 公用地方
COMMON FLAT ROOF		= 公用平台
COMMON FLAT ROOF (INACCESSIBLE)		= 公用平台 (不可通達)
COMMON FLAT ROOF REFUGE AREA		= 公用平台庇護地方
DESIGNATED PLACE FOR INSTALLATION OF AIR-CONDITIONING UNITS FOR B3 AT 5/F	= DESIGNATED PLACE FOR INSTALLATION OF AIR-CONDITIONING UNITS FOR UNIT B3 AT 5/F	= 指定地方以供安裝5樓B3單位空調機
DN	= DOWN	= 落
E.M.C.	= ELECTRIC METER CABINET	= 電錶櫃
E.M.R.	= ELECTRIC METER ROOM	= 電錶房
EMERGENCY GENERATOR RM.	= EMERGENCY GENERATOR ROOM	= 緊急發電機機房
EL.	= ELECTRICAL PIPE DUCT	= 電線槽
EL. RM.	= ELECTRICAL ROOM	= 電房
ELV.	= EXTRA LOW VOLTAGE	= 特低壓電線槽
ELV. RM.	= EXTRA LOW VOLTAGE ROOM	= 特低壓電房
FLAT ROOF		= 平台
FLUSHING & POTABLE WATER PUMP & TANK RM. 4	= FLUSHING & POTABLE WATER PUMP & TANK ROOM 4	= 沖廁水及食水泵及缸4號房
FLUSHING & POTABLE WATER PUMP & TANK RM. 5	= FLUSHING & POTABLE WATER PUMP & TANK ROOM 5	= 沖廁水及食水泵及缸5號房
F.S.P.D.	= FIRE SERVICE PIPE DUCT	= 消防管槽
LIFT		= 升降機
LIFT LOBBY		= 升降機大堂
LIFT SHAFT		= 升降機槽

LIV. & DIN.	= LIVING ROOM AND DINING ROOM	= 客廳及飯廳
M. BATH	= MASTER BATHROOM	= 主人浴室
M. BED RM.	= MASTER BEDROOM	= 主人睡房
M.W.	= MAINTENANCE WINDOW	= 維修用窗
OPEN KIT.	= OPEN KITCHEN	= 開放式廚房
P.D.	= PIPE DUCT	= 管道槽
POTABLE WATER PUMP RM.	= POTABLE WATER PUMP ROOM	= 食水水泵房
PLANTER		= 花槽
RAMP UP		= 斜坡向上
RC COVER OF BALCONY AND UTILITY PLATFORM AND A.C. PLATFORM	= REINFORCED CONCRETE COVER OF BALCONY AND UTILITY PLATFORM AND AIR-CONDITIONER PLATFORM	= 露台及工作平台及空調機平台的混凝土蓋板
R.C. ENCLOSURE FOR M/E SERVICES	= REINFORCED CONCRETE ENCLOSURE FOR MECHANICAL AND ELECTRICAL SERVICES	= 機電設備的混凝土圍封
ROOF		= 天台
R.S.M.R.R.	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM	= 垃圾及物料回收室
ST	= STORE	= 儲物室
T.R.S.	= TEMPORARY REFUGE SPACE	= 臨時庇護處
TOWER 1		= 第1座
TOWER 2		= 第2座
TOWER 3		= 第3座
UP		= 上
W.M.C	= WATER METER CABINET	= 水錶櫃
	= AIR-CONDITIONER (OUTDOOR UNIT)	= 空調機(室外機)
	= MAINTENANCE AREA (DESIGNATED COMMON AREA FOR MAINTENANCE UNDER PNAP APP-93 AND DESIGNATED AS COMMON AREA UNDER DEED OF MUTUAL COVENANT AND MANAGEMENT AGREEMENT)	= 維修用的範圍 (根據《作業備考》APP-93訂明為維修用之公用地方和公契及管理協議訂明為公用地方的範圍)
 / H.R.	= HOSE REEL	= 喉轆
	= SINK / BASIN	= 洗滌盆/洗手盆
	= STOVE	= 煮食爐

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Remarks:

1. There may be architectural features and/or exposed pipes on external walls of some floors.
2. Common pipes exposed and/or enclosed in cladding are located at/adjacent to balcony and/or flat roof and/or utility platform and/or air-conditioner platform and/or external wall of some residential units.
3. There are ceiling bulkheads or false ceiling at living room, dining room, bedrooms, master bedroom, bathroom, master bathroom, store, open kitchen of some residential units for the air-conditioning system and/or mechanical and electrical services. There are sunken slabs for mechanical and electrical services of residential units above at some residential units.
4. The ceiling height within some residential units may vary due to the needs of structural, architectural and/or decoration design.
5. Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sink, water closets, sink counter, etc. are retrieved from the latest approved building plans and are for general indication only.
6. There are exposed pipes mounted at part of flat roof and roof of each tower in the Development. Only part of the exposed pipes are covered by aluminium cladding.
7. For some residential units, the air-conditioner platform(s) outside a residential unit will be placed with air-conditioner (outdoor unit(s)) belonging to the residential unit. The placement of these air-conditioner unit(s) may emit heat and/or sound.
8. Balconies and utility platforms are non-enclosed areas.
9. During the necessary maintenance of the external walls by manager of the Development, the gondola will be operating in the airspace outside window of residential units and above flat roof / roof in such towers.
10. There are non-structural prefabricated external walls in the residential units. The saleable area of a residential unit has included the non-structural prefabricated external walls and is measured from the exterior of the enclosing walls of the residential unit.

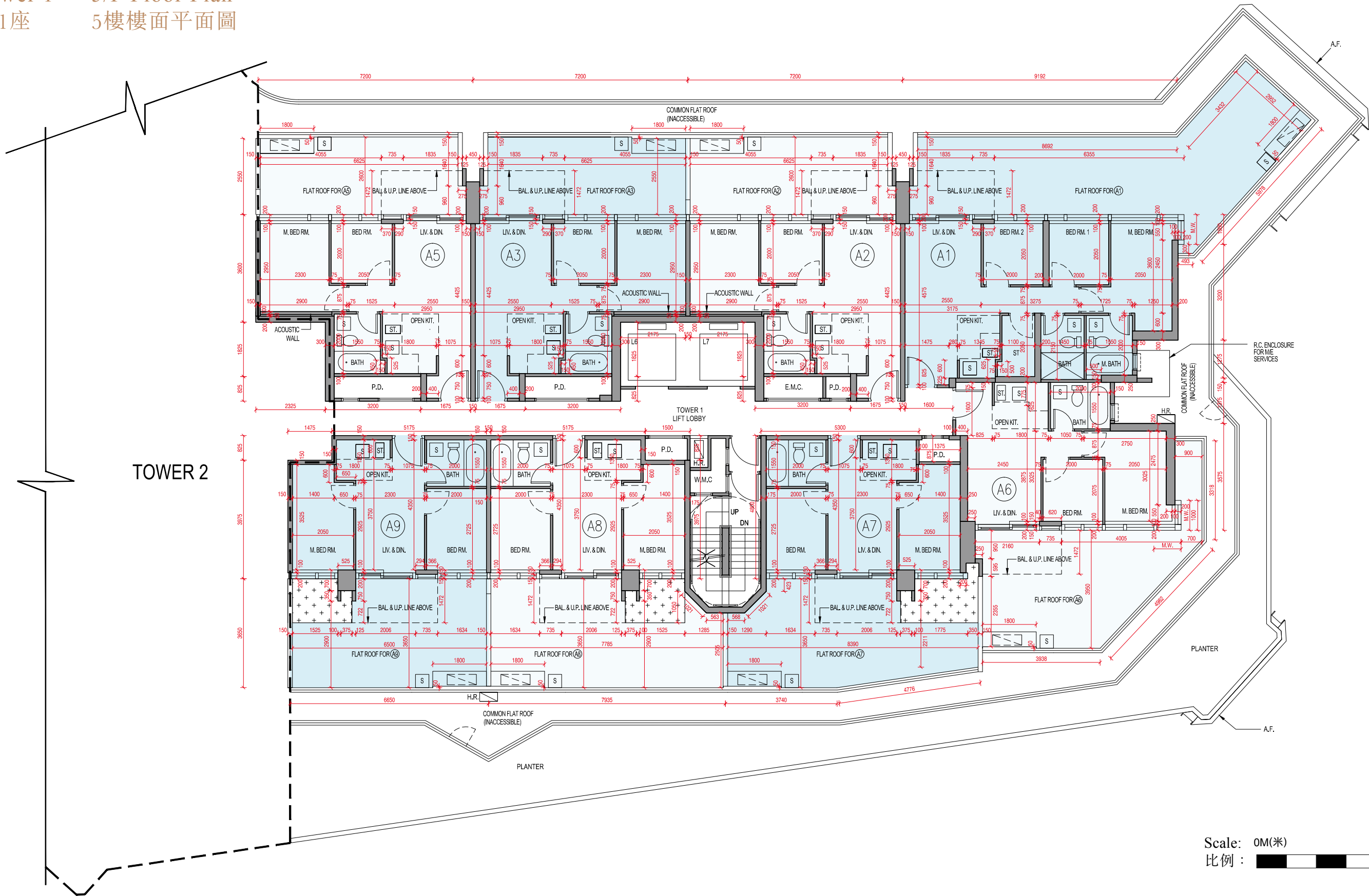
備註：

1. 部份樓層外牆可能設有建築裝飾及/或外露喉管。
2. 部份住宅單位的露台及/或平台及/或工作平台及/或空調機平台及/或外牆或其鄰近地方設有外露及/或內藏於覆蓋層板的公用喉管。
3. 部份住宅單位客廳、飯廳、睡房、主人睡房、浴室、主人浴室、儲物室、開放式廚房有裝飾橫樑或假天花，用以裝置空調系統及/或機電設備。部分住宅單位天花有跌級樓板，用以安裝樓上住宅單位之機電設備。
4. 部份住宅單位之天花高度將會因應結構、建築及/或裝修設計上的需要而有差異。
5. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、洗滌盆櫃等乃擷取自最新的經批准的建築圖則，只作一般性標誌。
6. 發展項目內的每座大廈的部分平台及天台上裝設有外露喉管，只有部份外露喉管被鋁質覆蓋層板所覆蓋。
7. 部份住宅單位外的空調機平台將會放置其住宅單位的一部或多部空調機(室外機)。該等空調機的位置可能發出熱力及/或聲音。
8. 露台及工作平台為不可封閉的地方。
9. 在發展項目管理人安排外牆之必要維修進行期間，吊船將在該等大廈的住宅單位之窗戶外及平台/天台上之空間運作。
10. 住宅單位有非結構預製外牆。住宅單位的實用面積包括非結構預製外牆，並由圍封住宅單位的圍封牆之外圍起計。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 1 5/F Floor Plan
第1座 5樓樓面平面圖



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 1 5/F Floor Plan
第1座 5樓樓面平面圖

	Tower 座數	Unit 單位	A1	A2	A3	A5	A6	A7	A8	A9
		Floor 樓層								
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)	Tower 1 第1座	5/F 5樓	150	150	150	150	150	150	150	150
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)			3500 3850	3500	3500	3500	3500 3850	3500 3850	3500 3850	3500 3850

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement required under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.)

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目。)

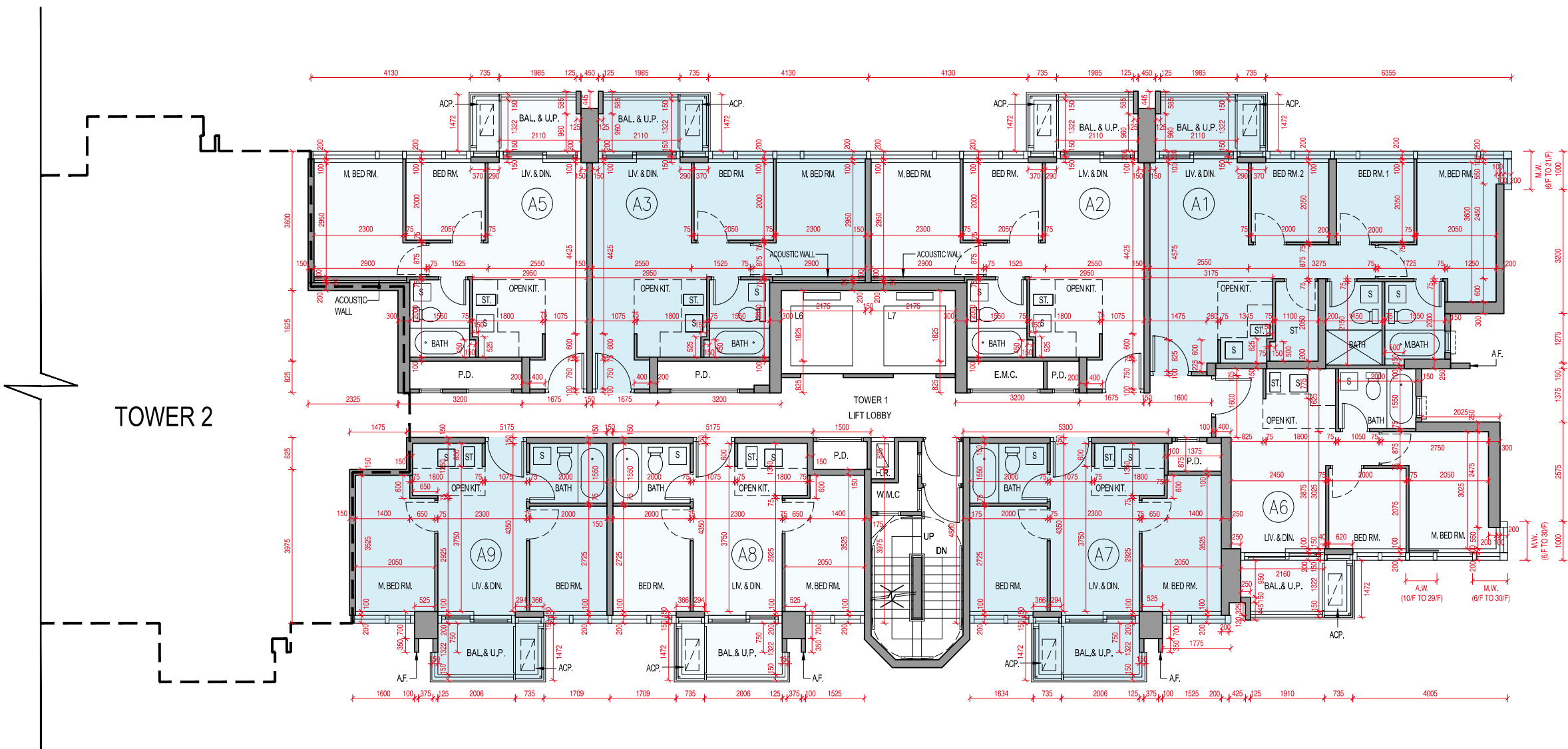
- Notes:
- 1. The dimensions in the floor plans are all structural dimensions in millimetre.
 - 2. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
 - 3. R/F is refuge roof.
 - 4. Please refer to pages 22 and 23 of this sales brochure for remarks and legend of terms and abbreviations in studying the floor plans of residential properties in the Development.

- 備註：
- 1. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
 - 2. 不設4樓、13樓、14樓、24樓及34樓。
 - 3. 天台層為庇護天台。
 - 4. 請參閱本售樓說明書第22及23頁的備註以及名詞及簡稱之圖例以協助閱讀發展項目的住宅物業的樓面平面圖。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 1 6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-42/F Floor Plan
第1座 6樓至12樓、15樓至23樓、25樓至33樓及35樓至42樓樓面平面圖



Scale: 0M(米) 5M(米)
比例:

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 1 6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-42/F Floor Plan
第1座 6樓至12樓、15樓至23樓、25樓至33樓及35樓至42樓樓面平面圖

	Tower 座數	Unit 單位 Floor 樓層	A1	A2	A3	A5	A6	A7	A8	A9
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)	Tower 1 第1座	6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、 15樓至23樓、 25樓至33樓及 35樓至41樓	150	150	150	150	150	150	150	150
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)		3300	3300	3300	3300	3300	3300	3300	3300	3300
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)		200	200	200	200	200	200	200	200	200
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)		42/F 42樓	3475 3500 3850 4925	3475 3500 3850 4925 5275	3475 3500 3850	3475 3500 3850	3475 3500 3850	3475 3500 3850	3475 3500 3850	

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement required under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.)

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目。)

- Notes:
- The dimensions in the floor plans are all structural dimensions in millimetre.
 - 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
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- 備註：
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
 - 不設4樓、13樓、14樓、24樓及34樓。
 - 天台層為庇護天台。
 - 請參閱本售樓說明書第22及23頁的備註以及名詞及簡稱之圖例以協助閱讀發展項目的住宅物業的樓面平面圖。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 1 Roof Floor Plan
第1座 天台樓面平面圖

	Tower 座數	Unit 單位 Floor 樓層	A1	A2
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)	Tower 1 第1座	Roof 天台	Not Applicable 不適用	
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)			Not Applicable 不適用	

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement required under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.)

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目。)

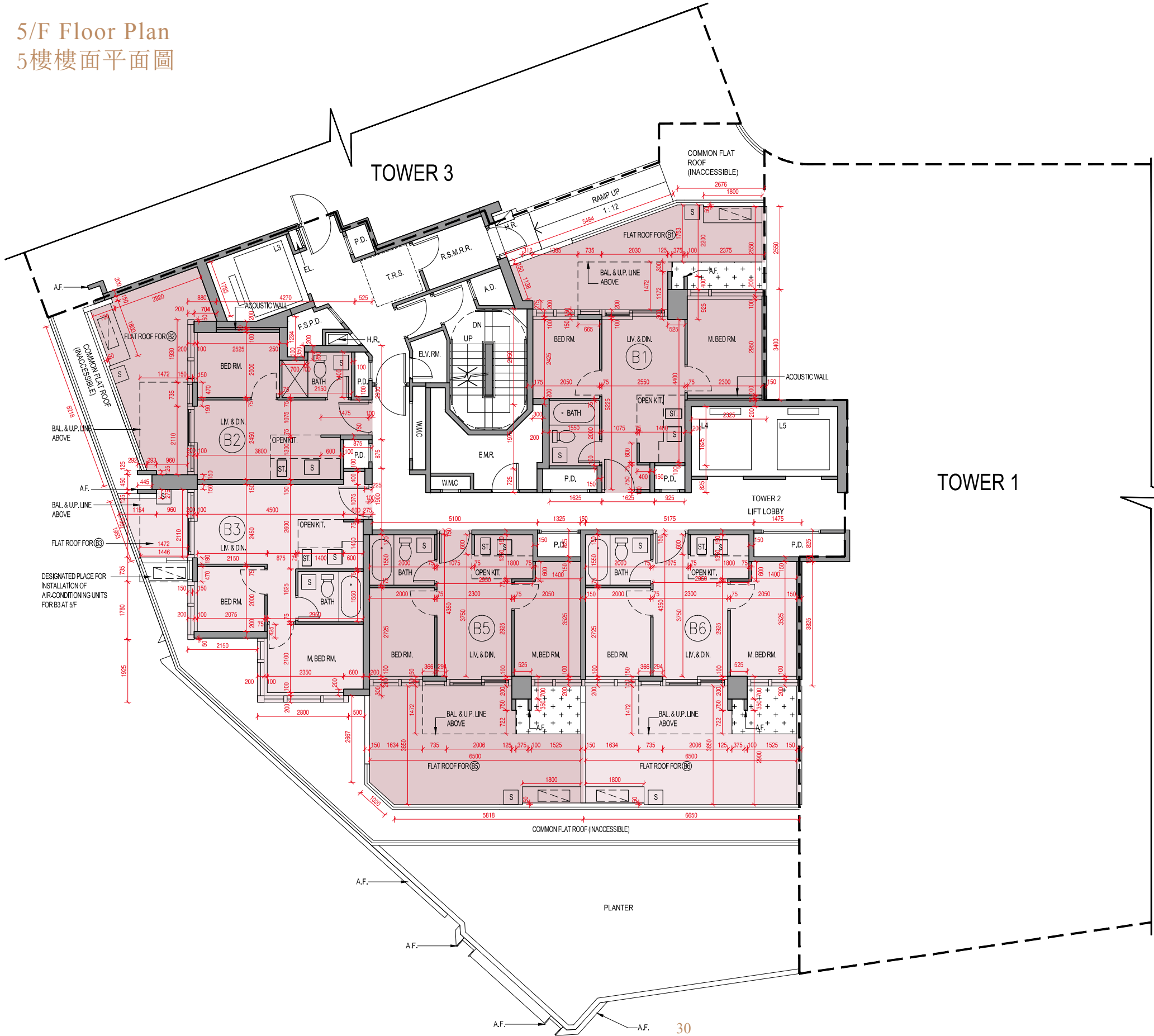
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- 備註：
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
 - 不設4樓、13樓、14樓、24樓及34樓。
 - 天台層為庇護天台。
 - 請參閱本售樓說明書第22及23頁的備註以及名詞及簡稱之圖例以協助閱讀發展項目的住宅物業的樓面平面圖。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 2 5/F Floor Plan
第2座 5樓樓面平面圖



Scale: 0M(米) 5M(米)
比例:

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 2 5/F Floor Plan
第2座 5樓樓面平面圖

	Tower 座數	Unit 單位 Floor 樓層	B1	B2	B3	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)	Tower 2 第2座	5/F 5樓	150	150	150	150	150
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)			3500	3500 3850	3500 3850	3500 3850	3500

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement required under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.)

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目。)

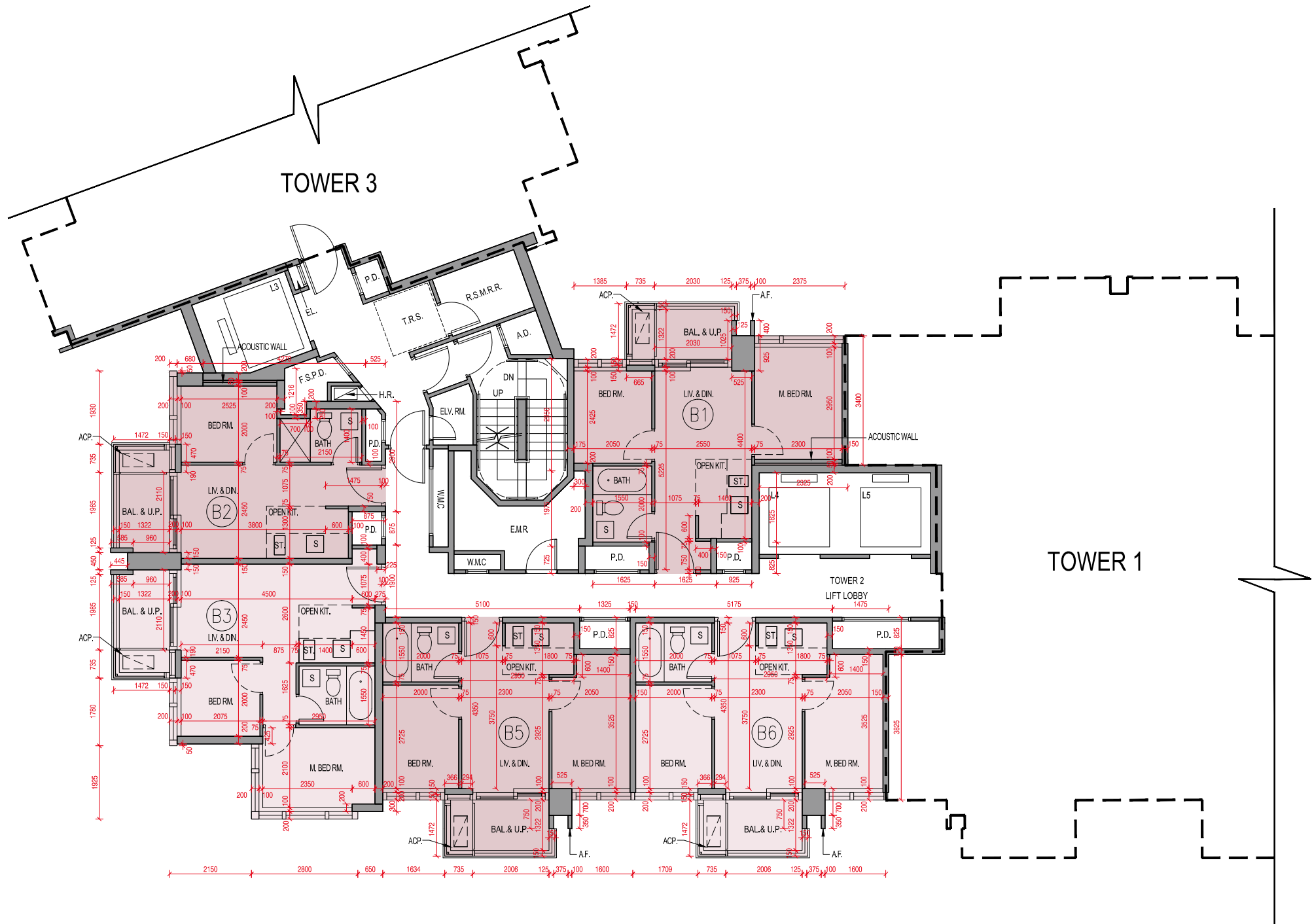
- Notes:
- The dimensions in the floor plans are all structural dimensions in millimetre.
 - 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
 - R/F is refuge roof.
 - Please refer to pages 22 and 23 of this sales brochure for remarks and legend of terms and abbreviations in studying the floor plans of residential properties in the Development.

- 備註：
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
 - 不設4樓、13樓、14樓、24樓及34樓。
 - 天台層為庇護天台。
 - 請參閱本售樓說明書第22及23頁的備註以及名詞及簡稱之圖例以協助閱讀發展項目的住宅物業的樓面平面圖。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 2 6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-42/F Floor Plan
第2座 6樓至12樓、15樓至23樓、25樓至33樓及35樓至42樓樓面平面圖



Scale: 0M(米) 5M(米)
比例: [Scale bar]

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 2 6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-42/F Floor Plan
第2座 6樓至12樓、15樓至23樓、25樓至33樓及35樓至42樓樓面平面圖

	Tower 座數	Unit 單位 Floor 樓層	B1	B2	B3	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)	Tower 2 第2座	6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、 15樓至23樓、 25樓至33樓及 35樓至41樓	150	150	150	150	150
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)			3300	3300	3300	3300	3300
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)		42/F 42樓	200	200	200	200	200
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)			3475 3500 3850	3475 3500 3850	3475 3500 3850	3475 3500 3850	3475 3500 3850

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement required under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.)

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目。)

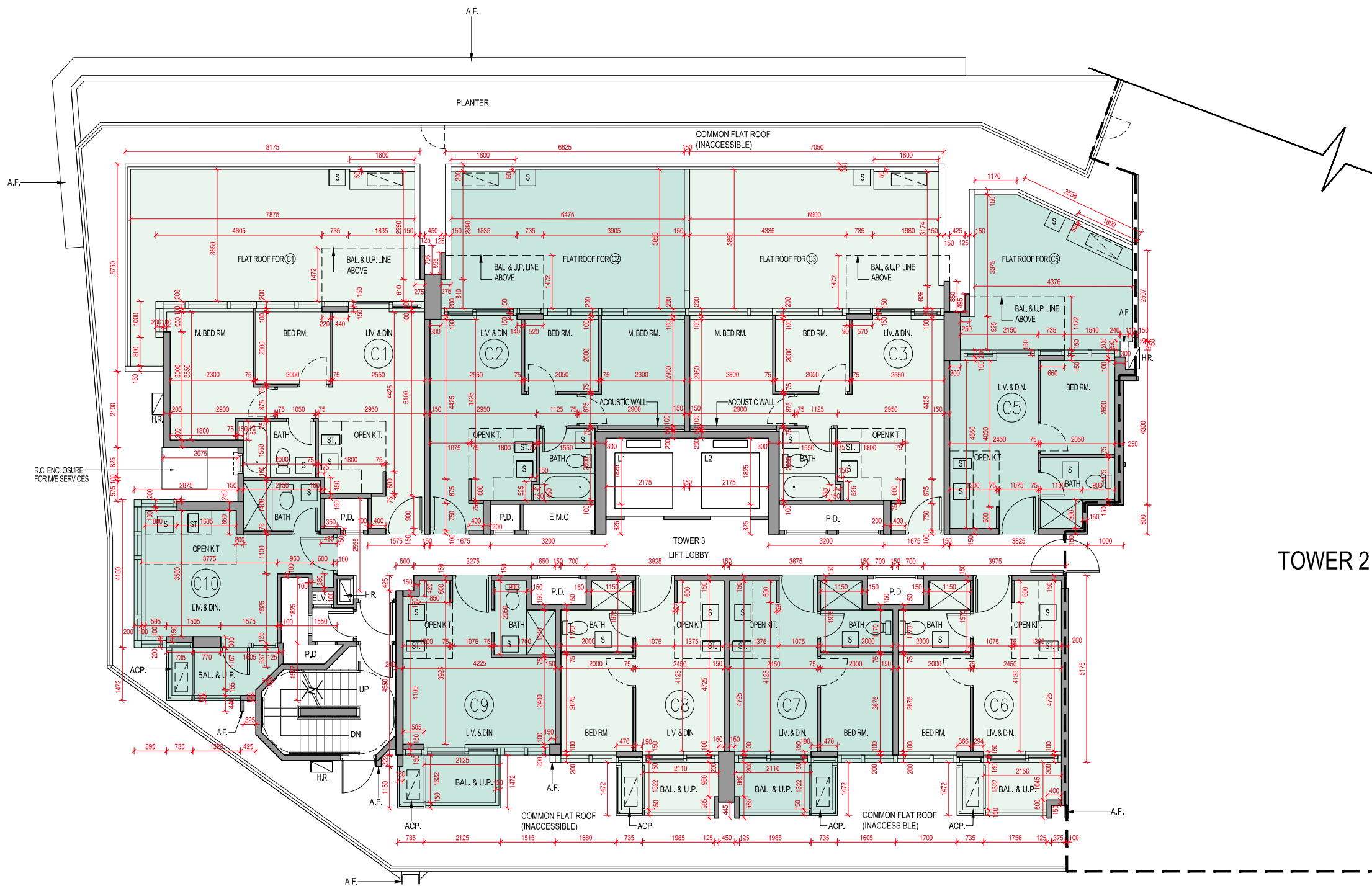
- Notes:
- The dimensions in the floor plans are all structural dimensions in millimetre.
 - 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
 - R/F is refuge roof.
 - Please refer to pages 22 and 23 of this sales brochure for remarks and legend of terms and abbreviations in studying the floor plans of residential properties in the Development.

- 備註：
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
 - 不設4樓、13樓、14樓、24樓及34樓。
 - 天台層為庇護天台。
 - 請參閱本售樓說明書第22及23頁的備註以及名詞及簡稱之圖例以協助閱讀發展項目的住宅物業的樓面平面圖。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 3 5/F Floor Plan
第3座 5樓樓面平面圖



Scale: 0M(米) 5M(米)
比例:

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 3 5/F Floor Plan
第3座 5樓樓面平面圖

	Tower 座數	Unit 單位 Floor 樓層	C1	C2	C3	C5	C6	C7	C8	C9	C10
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)	Tower 3 第3座	5/F 5樓	150	150	150	150	150	150	150	150	150
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)			3500 3850	3500	3500	3500 3850	3500 3850	3500 3850	3500 3850	3150 3500 3850	3500 3650 3850

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement required under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.)

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目。)

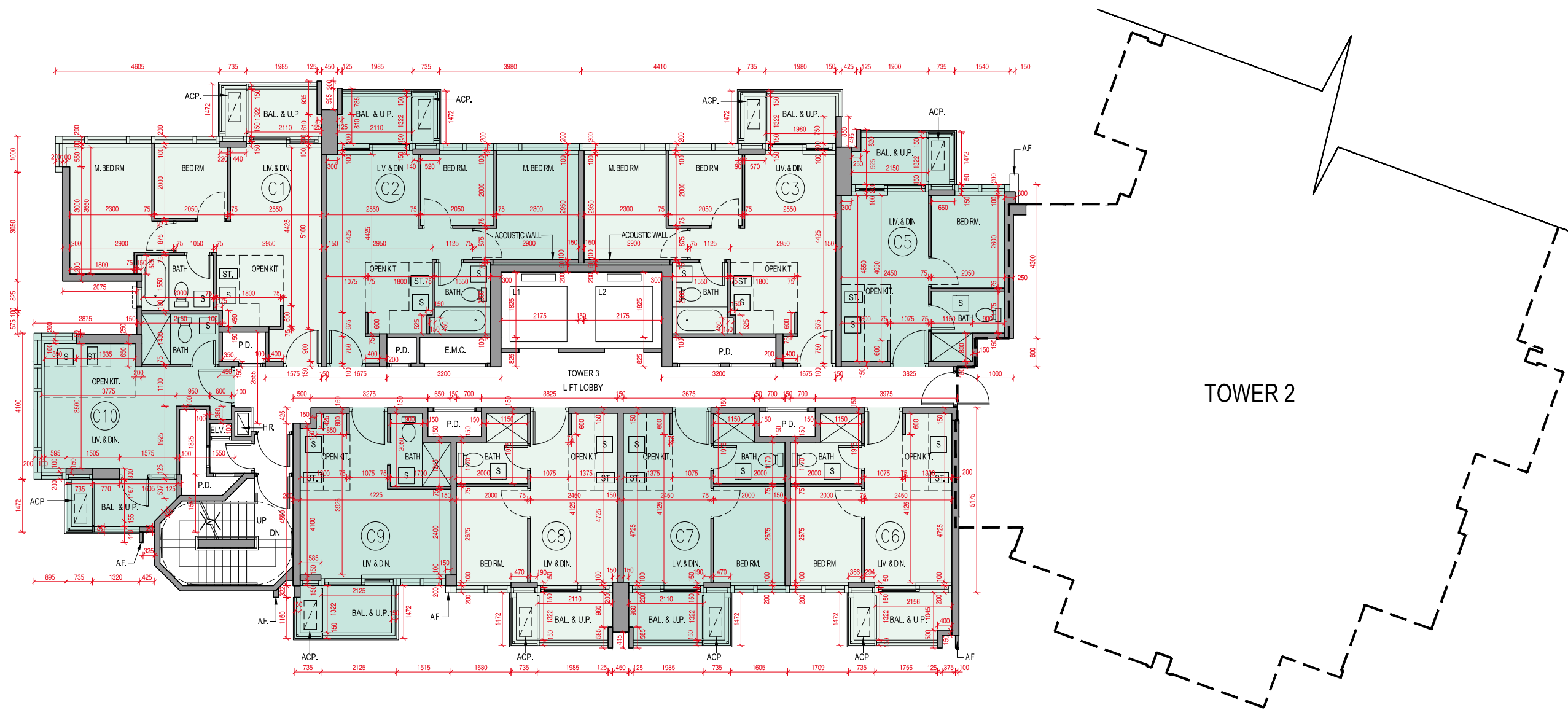
- Notes:
- The dimensions in the floor plans are all structural dimensions in millimetre.
 - 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
 - R/F is refuge roof.
 - Please refer to pages 22 and 23 of this sales brochure for remarks and legend of terms and abbreviations in studying the floor plans of residential properties in the Development.

- 備註：
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
 - 不設4樓、13樓、14樓、24樓及34樓。
 - 天台層為庇護天台。
 - 請參閱本售樓說明書第22及23頁的備註以及名詞及簡稱之圖例以協助閱讀發展項目的住宅物業的樓面平面圖。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 3 6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-42/F Floor Plan
第3座 6樓至12樓、15樓至23樓、25樓至33樓及35樓至42樓樓面平面圖



Scale: 0M(米) 5M(米)
比例:

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 3 6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-42/F Floor Plan
第3座 6樓至12樓、15樓至23樓、25樓至33樓及35樓至42樓樓面平面圖

	Tower 座數	Unit 單位 Floor 樓層	C1	C2	C3	C5	C6	C7	C8	C9	C10
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)	Tower 3 第3座	6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、 15樓至23樓、 25樓至33樓及 35樓至41樓	150	150	150	150	150	150	150	150	150
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)			3300	3300	3300	3300	3300	3300	3300	3300	3300
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)		42/F 42樓	200	200	200	200	200	200	200	200	200
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)			3475 3500 3850 4925	3475 3500 3850 4925	3475 3500 3850 4925	3475 3500 3850 4925	3475 3500 3850 4925	3475 3500 3850 4925	3475 3500 3850 4925	3475 3500 3700 3850	3475 3500 3700 3850

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement required under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.)

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目。)

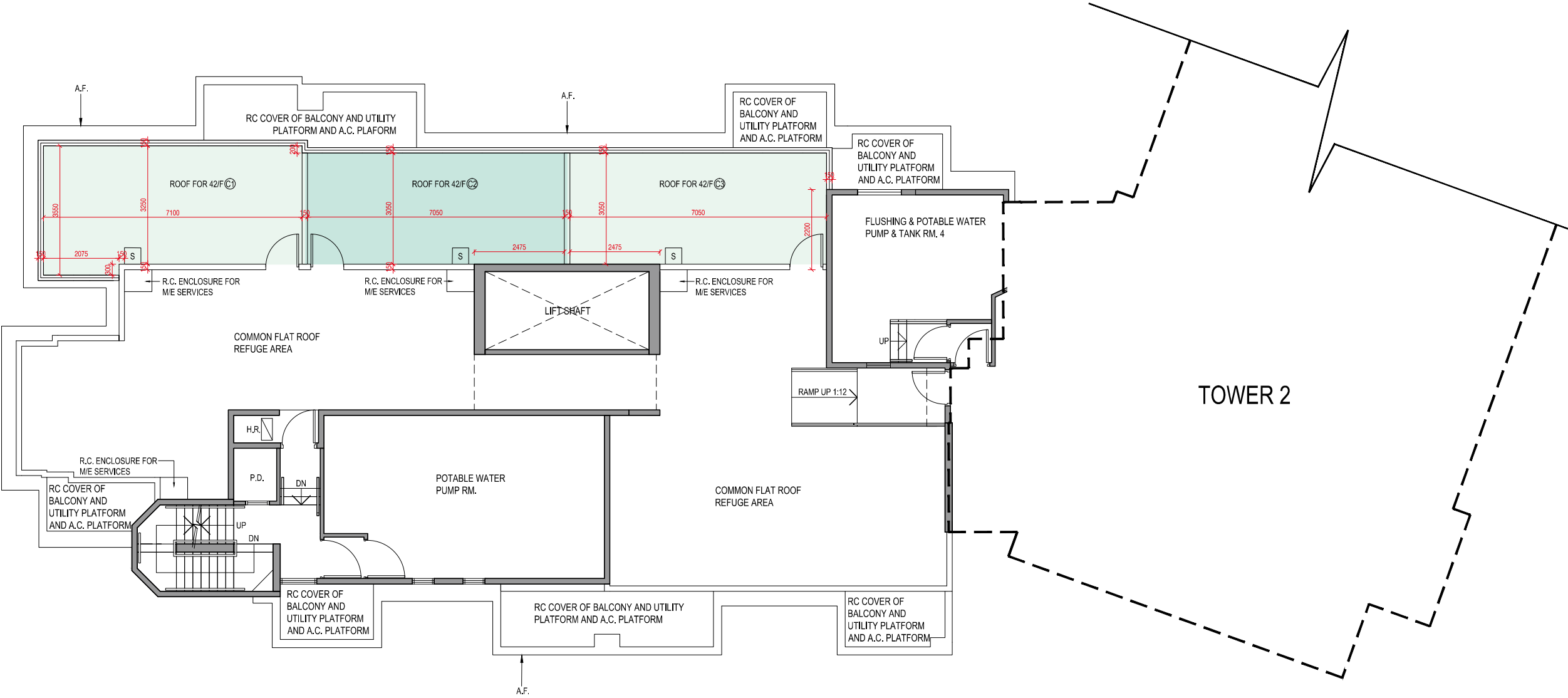
- Notes:
- The dimensions in the floor plans are all structural dimensions in millimetre.
 - 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
 - R/F is refuge roof.
 - Please refer to pages 22 and 23 of this sales brochure for remarks and legend of terms and abbreviations in studying the floor plans of residential properties in the Development.

- 備註：
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
 - 不設4樓、13樓、14樓、24樓及34樓。
 - 天台層為庇護天台。
 - 請參閱本售樓說明書第22及23頁的備註以及名詞及簡稱之圖例以協助閱讀發展項目的住宅物業的樓面平面圖。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 3 Roof Floor Plan
第3座 天台樓面平面圖



Scale: 0M(米) 5M(米)
比例:

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Tower 3 Roof Floor Plan
第3座 天台樓面平面圖

	Tower 座數	Unit 單位 Floor 樓層	C1	C2	C3
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)	Tower 3 第3座	Roof 天台	Not Applicable 不適用		
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)			Not Applicable 不適用		

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement required under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Development.)

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。
(註：此根據《一手住宅物業銷售條例》(第621章)附表1第1部第10(2)(e)條所規定的陳述並不適用於發展項目。)

- Notes:
- The dimensions in the floor plans are all structural dimensions in millimetre.
 - 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
 - R/F is refuge roof.
 - Please refer to pages 22 and 23 of this sales brochure for remarks and legend of terms and abbreviations in studying the floor plans of residential properties in the Development.

- 備註：
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
 - 不設4樓、13樓、14樓、24樓及34樓。
 - 天台層為庇護天台。
 - 請參閱本售樓說明書第22及23頁的備註以及名詞及簡稱之圖例以協助閱讀發展項目的住宅物業的樓面平面圖。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台(如有))平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	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
Tower 1 第1座	5/F 5樓	A1	50.141(540) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	37.675 (406)	-	-	-	-	-	-
		A2	36.570(394) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	17.399 (187)	-	-	-	-	-	-
		A3	36.536(393) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	17.399 (187)	-	-	-	-	-	-
		A5	36.536(393) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	17.399 (187)	-	-	-	-	-	-
		A6	33.797(364) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	25.485 (274)	-	-	-	-	-	-
		A7	31.682(341) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	23.769 (256)	-	-	-	-	-	-
		A8	31.293(337) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	24.078 (259)	-	-	-	-	-	-
		A9	30.895(333) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	20.597 (222)	-	-	-	-	-	-

The saleable area of a residential property, including the floor area of every balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property, is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of every one of the items specified in Part 1 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance (if any) to the extent that it forms part of the residential property (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Notes:

- The area as specified above in square feet is converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Development.
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- R/F is refuge roof.

任何住宅物業的實用面積，包括構成該住宅物業的一部分的範圍內的每一個露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。《一手住宅物業銷售條例》附表2第1部所指明並構成該住宅物業的一部分的範圍內的每一項目(如有)的面積(不包括入實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 上述以平方呎表達之面積由以平方米表達之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與平方米表達之面積可能有些微差異。
- 發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓、24樓及34樓。
- 天台層為庇護天台。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台(如有))平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	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
Tower 1 第1座	6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、 15樓至23樓、 25樓至33樓及 35樓至41樓	A1	53.653(578) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A2	40.082(431) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A3	40.048(431) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A5	40.048(431) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A6	37.336(402) Balcony 露台: 2.039 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A7	35.184(379) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A8	34.795(375) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A9	34.397(370) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area of a residential property, including the floor area of every balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property, is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of every one of the items specified in Part 1 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance (if any) to the extent that it forms part of the residential property (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Notes:

- The area as specified above in square feet is converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Development.
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- R/F is refuge roof.

任何住宅物業的實用面積，包括構成該住宅物業的一部分的範圍內的每一個露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。《一手住宅物業銷售條例》附表2第1部所指明並構成該住宅物業的一部分的範圍內的每一項目(如有)的面積(不包括入實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 上述以平方呎表達之面積由以平方米表達之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與平方米表達之面積可能有些微差異。
- 發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓、24樓及34樓。
- 天台層為庇護天台。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台(如有))平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	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
Tower 1 第1座	42/F 42樓	A1	53.653(578) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	26.969 (290)	-	-	-
		A2	40.082(431) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	20.722 (223)	-	-	-
		A3	40.048(431) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A5	40.048(431) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A6	37.336(402) Balcony 露台: 2.039 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A7	35.184(379) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A8	34.795(375) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		A9	34.397(370) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area of a residential property, including the floor area of every balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property, is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of every one of the items specified in Part 1 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance (if any) to the extent that it forms part of the residential property (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Notes:

- The area as specified above in square feet is converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Development.
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- R/F is refuge roof.

任何住宅物業的實用面積，包括構成該住宅物業的一部分的範圍內的每一個露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。《一手住宅物業銷售條例》附表2第1部所指明並構成該住宅物業的一部分的範圍內的每一項目(如有)的面積(不包括入實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 上述以平方呎表達之面積由以平方米表達之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與平方米表達之面積可能有些微差異。
- 發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓、24樓及34樓。
- 天台層為庇護天台。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台(如有))平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	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
Tower 2 第2座	5/F 5樓	B1	33.423 (360) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	15.433 (166)	-	-	-	-	-	-
		B2	24.119 (260) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	13.576 (146)	-	-	-	-	-	-
		B3	33.740 (363) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	3.530 (38)	-	-	-	-	-	-
		B5	31.010 (334) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	20.337 (219)	-	-	-	-	-	-
		B6	30.957 (333) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	20.598 (222)	-	-	-	-	-	-

The saleable area of a residential property, including the floor area of every balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property, is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of every one of the items specified in Part 1 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance (if any) to the extent that it forms part of the residential property (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

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- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- R/F is refuge roof.

任何住宅物業的實用面積，包括構成該住宅物業的一部分的範圍內的每一個露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。《一手住宅物業銷售條例》附表2第1部所指明並構成該住宅物業的一部分的範圍內的每一項目(如有)的面積(不包括入實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 上述以平方呎表達之面積由以平方米表達之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與平方米表達之面積可能有些微差異。
- 發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓、24樓及34樓。
- 天台層為庇護天台。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台(如有))平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	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
Tower 2 第2座	6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-42/F 6樓至12樓、 15樓至23樓、 25樓至33樓及 35樓至42樓	B1	36.925 (397) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B2	27.561 (297) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B3	37.252 (401) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B5	34.512 (371) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B6	34.459 (371) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area of a residential property, including the floor area of every balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property, is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of every one of the items specified in Part 1 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance (if any) to the extent that it forms part of the residential property (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

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- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- R/F is refuge roof.

任何住宅物業的實用面積，包括構成該住宅物業的一部分的範圍內的每一個露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。《一手住宅物業銷售條例》附表2第1部所指明並構成該住宅物業的一部分的範圍內的每一項目(如有)的面積(不包括入實用面積內)，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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- 發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓、24樓及34樓。
- 天台層為庇護天台。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台(如有))平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	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
Tower 3 第3座	5/F 5樓	C1	37.797(407) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	30.241 (326)	-	-	-	-	-	-
		C2	36.457(392) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	25.063 (270)	-	-	-	-	-	-
		C3	36.482(393) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	26.569 (286)	-	-	-	-	-	-
		C5	24.283 (261) Balcony 露台: - (-) Utility Platform 工作平台: - (-)	-	-	-	16.611 (179)	-	-	-	-	-	-
		C6	27.831 (300) Balcony 露台: 2.003 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C7	27.219 (293) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C8	27.256 (293) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C9	24.984 (269) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C10	24.976 (269) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-

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- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- R/F is refuge roof.

任何住宅物業的實用面積，包括構成該住宅物業的一部分的範圍內的每一個露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。《一手住宅物業銷售條例》附表2第1部所指明並構成該住宅物業的一部分的範圍內的每一項目(如有)的面積(不包括入實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

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- 天台層為庇護天台。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台(如有))平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	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
Tower 3 第3座	6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、 15樓至23樓、 25樓至33樓及 35樓至41樓	C1	41.309 (445) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C2	39.969 (430) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C3	40.029 (431) Balcony 露台: 2.047 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C5	27.801 (299) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C6	27.831 (300) Balcony 露台: 2.003 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C7	27.219 (293) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C8	27.256 (293) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C9	24.984 (269) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C10	24.976 (269) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-

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備註：

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- 發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓、24樓及34樓。
- 天台層為庇護天台。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台，工作平台及陽台(如有))平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	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
Tower 3 第3座	42/F 42樓	C1	41.309 (445) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	23.698 (255)	-	-	-
		C2	39.969 (430) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	21.503 (231)	-	-	-
		C3	40.029 (431) Balcony 露台: 2.047 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	21.503 (231)	-	-	-
		C5	27.801 (299) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C6	27.831 (300) Balcony 露台: 2.003 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C7	27.219 (293) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C8	27.256 (293) Balcony 露台: 2.012 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C9	24.984 (269) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C10	24.976 (269) Balcony 露台: 2.002 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-

The saleable area of a residential property, including the floor area of every balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property, is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of every one of the items specified in Part 1 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance (if any) to the extent that it forms part of the residential property (not included in the saleable area) is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

Notes:

- The area as specified above in square feet is converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Development.
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- R/F is refuge roof.

任何住宅物業的實用面積，包括構成該住宅物業的一部分的範圍內的每一個露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。《一手住宅物業銷售條例》附表2第1部所指明並構成該住宅物業的一部分的範圍內的每一項目(如有)的面積(不包括入實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 上述以平方呎表達之面積由以平方米表達之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與平方米表達之面積可能有些微差異。
- 發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓、24樓及34樓。
- 天台層為庇護天台。

FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

G/F
地下



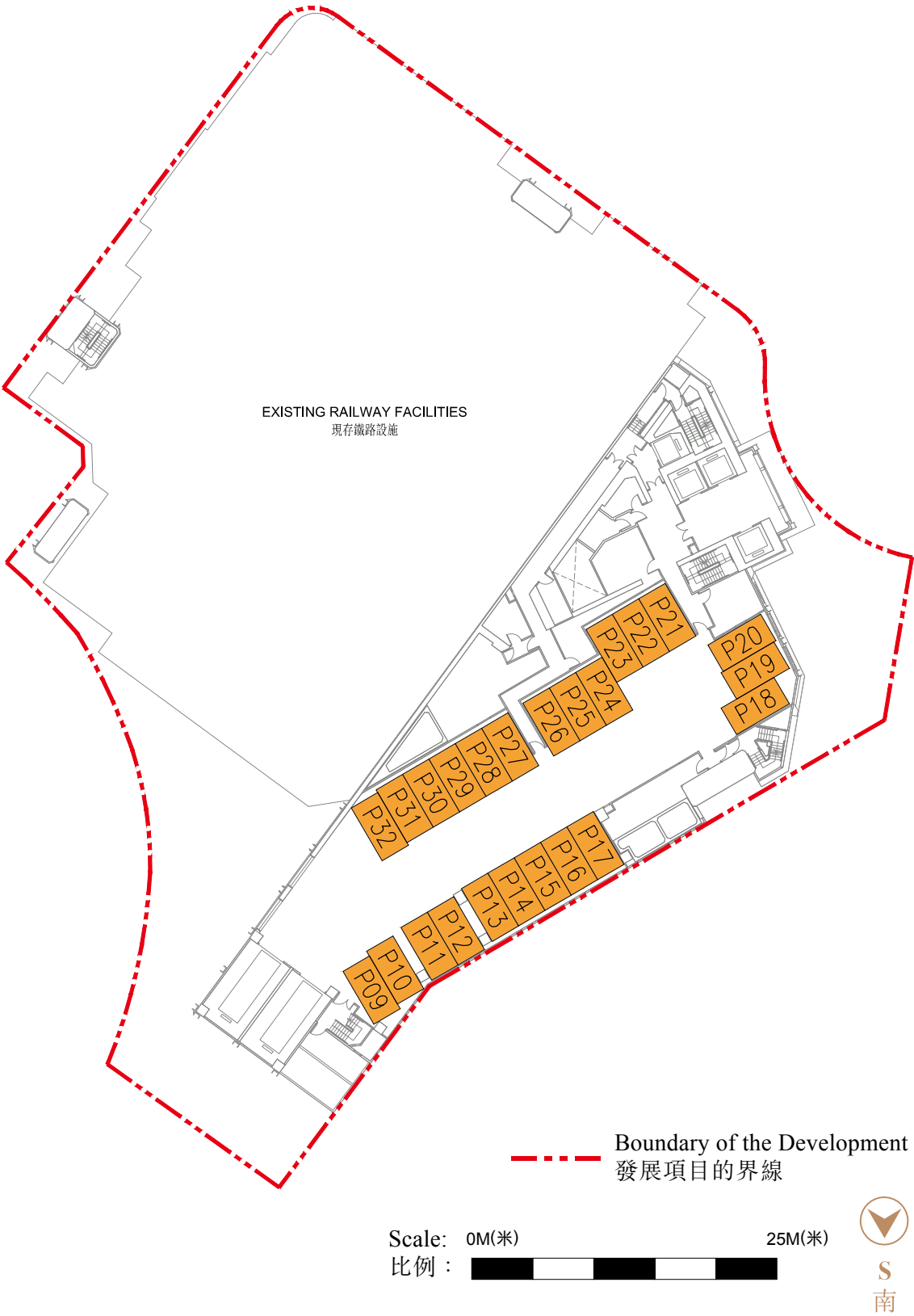
Number, Dimensions and Areas of Parking Spaces On G/F
地下的停車位數目、尺寸及面積

Category of parking space 停車位類別	Number 數目	Dimensions of each parking space (Length x Width) (m) 每個停車位尺寸 (長x闊)(米)	Area of each parking space (sq.m.) 每個停車位面積 (平方米)
Residential Parking Spaces 住宅停車位	8	5.0 x 2.5	12.5
Motor Cycle Parking Spaces 電單車停車位	7	2.4 x 1.0	2.4
Visitors' Parking Space 訪客停車位	1	5.0 x 2.5	12.5
Visitors' Parking Space for the Disabled Persons 供傷殘人士的訪客停車位	1	5.0 x 3.5	17.5
Loading and Unloading Space 上落貨車位	1	11.0 x 3.5	38.5
Refuse Collection Vehicle Parking Space 垃圾收集車停車位	1	12.0 x 5.0	60.0

FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

1/F
1樓



Number, Dimensions and Areas of Parking Spaces On 1/F
1樓的停車位數目、尺寸及面積

Category of parking space 停車位類別	Number 數目	Dimensions of each parking space (Length x Width) (m) 每個停車位尺寸 (長x闊) (米)	Area of each parking space (sq.m.) 每個停車位面積 (平方米)
Residential Parking Spaces 住宅停車位	24	5.0 x 2.5	12.5

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

- | | |
|--|--|
| <p>(a) A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.</p> <p>(b) The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.</p> <p>(c) If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement -</p> <ul style="list-style-type: none">(i) that 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. | <p>(a) 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。</p> <p>(b) 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。</p> <p>(c) 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 -</p> <ul style="list-style-type: none">(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。 |
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SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

A. Summary of the provisions of the draft Deed of Mutual Covenant and Management Agreement (“the DMC”) that deal with the common parts of the Development

1. **“Common Areas”** means the Estate Common Areas, the Residential Common Areas, the Car Park Common Areas and those parts of the Estate as are designated as common areas in, and more particularly identified on plans to be annexed to, any Sub Deed of Mutual Covenant or Deed Poll to be executed by the First Owner (excluding its successors and assigns) pursuant to the DMC but excluding those parts of the Residential Development or the Car Park which belong to the Owner of any particular Unit or which serve only any particular Unit.
2. **“Common Services and Facilities”** means the Estate Common Services and Facilities, the Residential Common Services and Facilities and the Car Park Common Services and Facilities and those services and facilities of the Estate as are designated as common services and facilities in any Sub-Deed of Mutual Covenant or Deed Poll to be executed by the First Owner (excluding its successors and assigns) pursuant to the DMC excluding those services and facilities which belong to the Owner of any particular Unit or which serve only any particular Unit.
3. **“Estate Common Areas”** means those parts of the Estate which are intended for use by Owners of the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited to driveways, run in and out, waiting area, fence walls, external walls from Ground Floor to 1st Floor, lobby, ramps, lift shafts, footpaths, staircases, landings, corridors and passages, circulation and manoeuvring spaces; air-conditioning plant room, transformer room, low voltage switch room, main switch room, electrical room, electrical riser room, fire services control room, master meter cabinet and water meter room, fuel tank rooms, street fire hydrant, fire services pump and tank room, fire services sprinkler pump and tank room, potable and flushing water pump and tank room (for podium), sprinkler pump and tank room, sprinkler transfer pump and tank room, potable water and fire services water check meter cabinet, flushing water check meter cabinet, fan rooms, sprinkler control valve room, pipe ducts, electrical meter rooms (including meter room for EV charger), emergency generator room, high voltage riser ducts, riser shaft, air duct shaft, refuse storage and material recovery chamber; refuse collection point and spaces for refuse disposal; refuse collection vehicle parking space; parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate; security control room, estate management office, quarters for watchmen and caretakers, Owners’ Committee office, inaccessible void, void, such areas or floor spaces on or within which the Inside Works are carried out or to be carried out and all other communal areas within the Estate not used for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Areas, the Car Park Common Areas and those areas forming parts of other common areas as designated or to be designated in the Sub-Deed of Mutual Covenant or Deed Poll to be executed by the First Owner pursuant to the DMC). The Estate Common Areas are for the purpose of identification only as shown (where possible and capable of being shown) coloured yellow on the plans annexed to the DMC.
4. **“Estate Common Services and Facilities”** means those services and facilities constructed or to be constructed in on or under the Development and which serve the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited to, lifts, sewers, gutters, drains, watercourses, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, fittings, equipment and apparatus; fire alarm, fire protection and firefighting systems, equipment and apparatus; street fire hydrant water tank, fire services tank, sprinkler water tank, security systems, equipment and apparatus; refuse disposal equipment; ventilation and air-conditioning plant and equipment; air conditioners and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Services and Facilities, the Car Park Common Services and Facilities and those services and facilities forming parts of other common services and facilities designated or to be designated in the Sub-Deed of Mutual Covenant or Deed Poll to be executed by the First Owner pursuant to the DMC).
5. **“Residential Common Areas”** means those parts of the Residential Development intended for the common use and benefit of the Owners of the Residential Development and not for the sole benefit of any Owner of a Residential Unit, including but not limited to the transfer plates, the Greenery Areas, the Covered Landscape Areas and all utilities, services, trenches, pits and facilities which serve the Residential Development or any part thereof, as well as all the finishes of the Residential Development, fence walls of any Residential Unit (excluding the glass balustrade or glazing (if any) or the interior surface of such fence walls), driveways, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, satellite master antenna television (SMATV) room, residential entrance lobbies, residential shuttle lift lobbies, lift lobbies, lift machine rooms, staircases, landings, walkways, corridors and passages, refuge areas, recreational facilities (the locations of which are shown for identification purpose only as marked in broken orange lines on the plans annexed to the DMC), acoustic fins, wing walls, wind catchers or funnels, lift shafts, lift pits, lift overruns, swimming pool filtration plant room solely serving the Private Recreational Areas and Facilities, function rooms, clubhouse management office, refuse storage and material recovery rooms, flushing and potable water pump and tank rooms, potable water pump and tank room, flushing water tank room, potable water pump rooms, potable water tank rooms, town gas room, town gas meter room, town gas risers, telecommunications and broadcasting equipment riser ducts, electrical rooms, electric meter rooms, electrical and extra low voltage room, extra low voltage rooms, roofs (including top roofs), common flat roofs (inaccessible), common flat roofs, architectural features of the Towers and associated supporting beams and columns, the external walls of the Second Floor and above of the podium, the external walls of the Towers (including curtain walls (the locations of which are shown for identification purpose only as marked in broken brown lines on the plans annexed to the DMC) or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain wall, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows), non-structural prefabricated external wall (the locations of which are shown for identification purpose only as marked in broken red lines on the plans annexed to the DMC), parapet walls, structural walls and columns within or appertaining to the Residential Development, the loading and unloading space for goods vehicles provided pursuant to Special Condition No.(47)(a) of the Government Grant, Visitors’ Parking Spaces, Private Recreational Areas and Facilities, play areas, fire services pump rooms, transformer rooms, switch rooms, telecommunications and broadcasting rooms, telecommunication duct, sump pump rooms, fan rooms, water meter cabinets, electric meter cabinets, hose reels, air handling unit rooms, fire service pipe duct, pipe ducts, pipe duct rooms, cable ducts, air duct shaft, mail boxes, skylight, canopy, lawns,

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

water features, planters, footpaths, open spaces, parts and/or areas within the Estate designated for and in connection with the operation of gondola (including gondola landing areas located within flat roofs of the Residential Units and the flooring and enclosing walls of such gondola landing areas) and other areas designated for the benefit of the Residential Development but excluding anything contained in the Estate Common Areas, the Car Park Common Areas. The Residential Common Areas are for the purpose of identification only as shown (where possible or capable of being shown) coloured green and green cross-hatched black on the plans annexed to the DMC.

6. **“Residential Common Services and Facilities”** means those services and facilities constructed or installed or to be constructed or installed in on or under the Development and which serve the Residential Development and not for the sole benefit of any Owner of a Residential Unit including but not limited to, the Common EV Facilities, aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire fighting installations and equipment, security systems and apparatus and gondolas but excluding anything contained in the Estate Common Services and Facilities and the Car Park Common Services and Facilities.
7. **“Car Park Common Areas”** means those parts of the Car Park intended for the common use and benefit of the Owners, occupiers and licensees of the Parking Spaces including, but not limited to, finishes of the internal surface of enclosing walls of the Car Park, all accessory areas, circulation passages, waiting area, driveways and air duct shaft, lift machine room, electrical rooms and car lift shafts but excluding anything contained in the Estate Common Areas and the Residential Common Areas. The Car Park Common Areas are for the purpose of identification only as shown (where possible and capable of being shown) coloured indigo on the plans annexed to the DMC.
8. **“Car Park Common Services and Facilities”** means those services and facilities in on or under the Car Park and which serve the Parking Spaces including, but not limited to, plant and machinery, electrical and mechanical ventilation installations, fittings and equipment, water supply apparatus, drains, channels, control gates, smoke vent, firefighting installation and equipment, security systems and apparatus but excluding anything contained in the Estate Common Services and Facilities and the Residential Common Services and Facilities.
9. Subject to the Building Management Ordinance and the provisions of the DMC, the Common Areas and the Common Services and Facilities shall be under the exclusive control of the Manager. The Manager shall have the powers and duties to maintain and keep in good and substantial repair and condition the Common Areas and in good repair and condition the Common Services and Facilities in accordance with the provisions of the DMC.

10. Each Share shall during the residue of the Term and any renewal thereof and subject to the covenants and terms contained in the Government Grant and in the DMC, be held by the person or persons from time to time entitled thereto together with the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule to the DMC, including but not limited to the following rights, easements and privileges:

(I) Rights, Easements and Privileges applicable to Owners of the Estate

Full right and liberty (subject always to the rights of the Manager, the First Owner and the Owner of the Railway Facilities) for the Owner of each Unit of the Estate for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use such part(s) of the Estate Common Areas and the Estate Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit.

(II) Rights, Easements and Privileges applicable to the Owner of the Railway Facilities

- (a) The right for the Owner of the Railway Facilities with or without servants, workmen and others and with such tools, equipment, machinery or motor vehicles which the Owner of the Railway Facilities considers necessary at all reasonable times on reasonable notice (except in case of emergency) to enter into and upon the other parts of the Development (including but not limited to the Residential Common Areas but excluding the Residential Units) for the purpose of emergency services and carrying out any work necessary for the maintenance and repair of the Railway or the Railway Facilities and the exercise of any right conferred under the DMC, such work not being the responsibility of the Manager, and which cannot be practically carried out without such access and to cause as little disturbance as possible and at its own expense make good any damage to such other parts of the Development caused thereby.
- (b) The right for the Owner of the Railway Facilities with or without servants, workmen and others and with such tools, equipment, machinery or motor vehicles which the Owner of the Railway Facilities considers necessary at all reasonable times on reasonable notice to enter into and upon the other parts of the Development (including but not limited to the Residential Common Areas but excluding the Residential Units) for the purpose of carrying out any work for the construction, expansion or extension of the Railway Facilities (if any) and the repair and maintenance thereof, and which cannot be practically carried out without such access and to cause as little disturbance as possible and at its own expense make good any damage to such other parts of the Development caused thereby.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

- (c) The right for the Owner for the time being of the Railway Facilities to display, erect, affix banners, posters, notices, leaflets and the like relating to the Railway or the Railway Facilities in case of emergency in any part or parts of the Land and the Estate (including but not limited to the Common Areas but excluding the Residential Units) Provided That the Owner of the Railway Facilities shall cause as little disturbance as possible and at its own expense make good any damage to such part or parts of the Land and the Development caused thereby and the Owner of the Railway Facilities shall be liable for and indemnify the Owner of the Estate from and against all costs and expenses incurred for any damage caused to the Estate.
- (d) Full right and liberty (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use such parts of the Residential Common Areas and the Residential Common Services and Facilities designated or re-designated by the Manager for the purposes of access and egress to the office for Owners Committee and/or Owners Corporation on the Third Floor of the Residential Development.

(III) Rights, Easements and Privileges applicable to all Owners of the Residential Development

- (a) Full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owner of the Railway Facilities) for the Owner of a Residential Unit of the Residential Development for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right):-
 - (i) to go, pass and repass over and along and upon and to use the Residential Common Areas and the Residential Common Services and Facilities for all purposes connected with the use and enjoyment of his Unit; and
 - (ii) to go, pass and repass over and along and upon and to use the Estate Common Areas and the Estate Common Services and Facilities, for the purposes of access and egress to and from the drop off areas, the lay-bys, loading and unloading space, the Visitors' Parking Spaces.
- (b) Full right and liberty for the residents for the time being, of a Unit in the Residential Development and his bona fide guests and visitors to use and enjoy, for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Manager, the Private Recreational Areas and Facilities intended for use by the residents of the Residential Development and his bona fide guests and visitors PROVIDED that in exercising such right no person shall damage or interfere with or permit or suffer to be damaged or interfered with, the general amenities, plant, equipment or services provided.

(IV) Rights, Easements and Privileges applicable to the Owners of the Parking Spaces

- (a) Full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owner of the Railway Facilities) for the Owner of a Parking Space for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use the Car Park Common Areas and the Car Park Common Services and Facilities for all purposes connected with the use and enjoyment of his Parking Space.
- (b) Subject to the provisions of Clauses 26 and 27 of Section E of the DMC, the full right and liberty (Subject Always to the rights of the Manager, the First Owner and the Owner of the Railway Facilities) for the Owner of a Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the EV charger rooms of the Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base box, socket outlets, protective and security devices within the Car Park Common Areas at such locations and in such manner to be approved by the Manager for the purposes of or in connection with the proper use and enjoyment and operation of the Non-Common EV Facilities serving his Parking Space exclusively.
- (c) Full right and liberty (in common with all other persons having the like right) to go, pass and repass over and along and upon and to use such parts of the Residential Common Areas and the Residential Common Services and Facilities designated or re-designated by the Manager for the purposes of access and egress to the office for Owners Committee and/or Owners Corporation on the Third Floor of the Residential Development.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

11. Each Share shall during the residue of the Term and any renewal thereof and subject to the covenants and terms contained in the Government Grant and in the DMC, be held by the person or persons from time to time entitled thereto subject to the exceptions and reservations set out in Part II of the Second Schedule to the DMC, including but not limited to the following exceptions and reservations:

(I) Rights of the Manager

- (a) Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land and the Development including each Unit and the Railway Facilities (subject to the prior written approval of the Owner of the Railway Facilities) for the purposes of carrying out necessary repairs to the Estate including but not limited to inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Estate, the Common Areas and the Common Services and Facilities or any part or parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas, the Common Services and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of the DMC causing as little disturbance as is reasonably practicable and making good any damage caused thereby Provided That the Manager shall at its own costs and expense repair any damage so caused by the default of the Manager and shall be liable for the negligent, wilful or criminal acts of the Manager, its staff, agents employees and contractors and Provided Further That in case of the Manager exercising its right of entry into the Railway Facilities pursuant to this Clause, such entry shall be for the purposes of maintenance and repair only and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Railway Facilities.
- (b) The rights for the Manager with or without surveyors contractors workmen and others to carry out all necessary works required by the Director, including the temporary closure of any opening in the building or buildings erected on the Land, other than the Railway Facilities (except with the prior consent in writing of the Owner of the Railway Facilities) and provided that the Manager shall be liable for all costs and expenses incurred for any damages caused to the Railway Facilities so as to enable the said works as required by the Director to the buildings. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification Provided that the ingress to or egress from the Railway Facilities shall not be interrupted and the proper use and enjoyment of the Railway Facilities shall not be affected Provided that the powers and duties of the Manager under this Clause shall be subject to the rights easements and privileges of the Owner of the Railway Facilities and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to the Owner of the Railway Facilities under the DMC.

(II) Rights of First Owner

Each and every Owner covenants with the First Owner with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations in the DMC conferred upon the First Owner shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as the First Owner remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the Assignment to the Purchaser), the First Owner shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in the DMC), the Manager or any other person interested in the Land and the Development but subject to the rights easements and privileges reserved to the Owner of the Railway Facilities under the DMC and the Government Grant and Provided that such rights easements and privileges of the Owner of the Railway Facilities shall not in any way be adversely affected or prejudiced :

- (a) at all times with or without contractors, servants, agents, workmen or other persons authorised, to enter into and upon any part of the Land and the Development (excluding the Units which have been assigned by the First Owner and the Railway Facilities unless entry is unavoidable, when in that event it shall be subject to prior reasonable notice, the least disturbance being caused and the First Owner making good any damage caused to the Units and the Railway Facilities and indemnifying the Owner of the Railway Facilities for the costs and expenses incurred for any damage caused to the Railway Facilities as a result of the aforesaid entry or any works under this sub-clause (a)) with all necessary tools, equipment, plant and materials and (if necessary) to use on a temporary basis only the Common Areas and Common Services and Facilities for the purpose of transportation and passage through and the storage of building materials and equipment for the purpose of:
 - (i) carrying out any works or repairs or maintenance which it considers necessary to prevent any damage to, or for preventing or rectifying any works by the Owners or any of them or the Manager which may in the opinion of the First Owner have the effect of endangering or causing damage to the Railway or the Railway Facilities and in this event the reasonable costs thereof shall be a debt due to the First Owner repayable on demand by the Manager from the defaulting Owner;
 - (ii) carrying out any works for the construction, expansion or extension of the Railway Facilities (if any) and the repair and maintenance thereof, including but not limited to installing scaffolding at the Estate;
 - (iii) constructing future pedestrian walkways or accessways connecting the Estate to the neighbouring lands or development;

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

- (iv) constructing and developing footbridges and connection points at such point or part or parts of the Estate as it may require from time to time in compliance with the Government Grant;
- (v) carrying out all necessary works for temporary closure of any part of the Estate when called upon by the Director and carry out all necessary repair or maintenance work in relation to such temporary closure;

The First Owner in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Estate which the Owners shall not use while such works are being carried out and the Owners shall comply with the requirements of such notification Provided That when carrying out such works the First Owner shall cause as little disturbance to the Owners as is reasonably practicable by providing at its own expense such measures as may be necessary including but not limited to noise abatement and dust protection measures within the Development in relation to the Units and/or the Railway Facilities so as to minimize the inconvenience caused to the Owners of the Units and/or the Railway Facilities for the continuing construction of the Land and the Estate and shall indemnify any Owner in respect of costs and expenses incurred as a result of any damage caused to any Unit and/or the Railway Facilities and Provided Further that the exercise of such rights shall not interfere with an Owner's exclusive right to the use and occupation of the Unit which he owns or the exclusive right of the Owner of the Railway Facilities to the use and occupation of the Railway Facilities nor prevent access to or egress from any such Unit or the Railway Facilities (as the case may be) and Provided Further that the First Owner shall be solely responsible for the maintenance and management expenses of those parts of the Common Areas and Common Services and Facilities which the Owners shall not use as aforesaid while the aforesaid works are being carried out and shall make good any damage caused to those parts of the Common Areas and Common Services and Facilities as a result of the use of such parts by the First Owner;

- (b) without prejudice to sub-clause 3(d) of Part II of the Second Schedule to the DMC and subject only to obtaining the prior written consent of the Director, to allocate and re allocate Shares to any particular part of the Estate (excluding the Units which have been assigned by the First Owner) following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Services and Facilities and to allocate and re allocate Management Units to each Unit thereto necessitated by any change in gross floor area;

- (c) to construct, maintain, lay, alter, remove, re route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely and exclusively serving the Railway Facilities) or partly within the Land and the Development (other than the services and facilities solely and exclusively serving the Railway Facilities) and adjoining land to supply utilities services and recreational facilities to the Land and the Development Provided that in exercising any of its rights under this Sub-clause by the First Owner, the First Owner shall not interfere with the Owners' rights to hold, use, occupy and enjoy their Units nor impede access to their Units and Provided further that if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and Facilities, the exercise of the aforesaid right shall be subject to the approval by a resolution of Owners at a meeting of the Owners of the Estate convened under the DMC and all charges received (if any) shall be credited to the relevant account of the Special Fund;
- (d) subject to the approval by a resolution of the Owners of the Estate at a meeting of the Owners of the Estate convened under the DMC, to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian walkways, subways, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Common Areas and the Common Services and Facilities, or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as the First Owner shall deem fit Provided that none of the terms and conditions of the Government Grant shall be contravened with and the proper use and enjoyment of the Railway Facilities shall not be affected and Provided Always that exercise of such right shall be subject to the Government Grant and shall neither interfere with the rights of other Owners to hold use occupy and enjoy their Units nor impede their access to their respective Units and any money received from the grant of any such rights shall form part of the Special Fund;

PROVIDED ALWAYS that in exercising any of its rights in the DMC, the First Owner shall not in any way adversely affect the use and enjoyment of the Units by the Owners or impede the access of the Owners to their respective Units and the use and enjoyment of the Railway Facilities or any part(s) thereof shall not be adversely affected and the access to or from the Railway Facilities or any part(s) thereof shall not be impeded or restricted PROVIDED ALWAYS that any consideration received or receivable in the exercise of rights to which the First Owner is specifically entitled as an Owner under the provisions of this Clause shall accrue to the First Owner and may be on such terms and conditions as the First Owner may deem appropriate. Any consideration received or receivable in the exercise of rights to which the First Owner is not specifically entitled as an Owner under the provisions of this Clause shall accrue to the Owners of the Estate and shall be credited to the relevant accounts of the Special Fund Provided Further that the First Owner shall not represent the Owner of the Railway Facilities in any dealings with the Government affecting the Railway Facilities and the Owner of the Railway Facilities shall in its sole discretion determine whether or not the Railway Facilities are affected and Provided Further that the right (if any) to assign, surrender or dedicate any part of the Land shall exclude the Railway Facilities.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

12. Subject to the rights reserved to the First Owner in Clause 3 of Part II of the Second Schedule to the DMC and the rights granted to and reserved by the Owner of the Railway Facilities set out in Clause 2 of Part I of the Second Schedule to the DMC, an Owner shall not (except in the case of sub-clauses (b) to (e), (o), (w), (ac) to (ag) and (ai) to (ak) of Clause 1 of the Third Schedule to the DMC with the prior written consent of the Manager which consent may be granted, withheld or granted subject to conditions at its absolute discretion provided that sub-clauses (d) and (ag) shall be subject to Clause 29(c) of Section E):-
- (a) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Estate, or the Common Areas any structure whatsoever whether of a temporary or permanent nature;
 - (b) damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the Common Areas including any trees, plants or shrubs in or on the Land and the Development;
 - (c) damage or interfere with or permit or suffer to be damaged or interfered with the Common Services and Facilities;
 - (d) lock the doors or entrances of the roofs of the Development forming part of the Common Areas;
 - (e) encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever (except for criminal liability, dishonesty or negligence on the part of the Manager) and each and every Owner by the DMC agrees to keep the Manager indemnified against all losses, claims damages or expenses of and against the Manager in respect thereof;
 - (f)
 - (i) bring on to or keep any dogs, cats, pets, livestock, live poultry, birds or other animals on any part of the Estate PROVIDED THAT subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the Building Rules, domestic animal or other pets may be kept in a Residential Unit unless the same has been the cause of reasonable written complaint by at least two (2) Owners or occupiers of any part of the Estate, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion;
 - (ii) in no event permit dogs in lifts or in any part of the Estate intended for common use unless they are:-
 - (1) carried or on leash and wearing mouth strap;
 - (2) microchipped and vaccinated;
 - (3) licensed by the Agriculture, Fisheries and Conservation Department; and
 - (4) registered with the Manager;
 - (iii) notwithstanding anything contained in paragraphs (i) and (ii) of this sub-clause, in no event permit dogs in the Common Areas (including without limitation, the Club House and lawns areas);
 - (g)
 - (i) make any structural alteration to or demolish any structural parts which form part of the Common Areas;
 - (ii) where any fitting out works or alterations to a Unit require any alteration to base buildings services, including, but not limited to, the sprinkler system, heating ventilation and air-conditioning system and plumbing and drainage, employ contractors other than the contractor nominated by the Manager for the purpose of carrying out those works at the Owner's own cost;
 - (h) tamper with, remove or interfere with or permit or suffer or cause to be tampered with, removed or interfered with the fire alarm system serving the Estate or any part thereof and/or the common fire alarm system installed in the Estate connecting and serving the Estate;
 - (i) allow children, save with the licence of the Manager, to play in the Common Areas particularly lifts and escalators which may cause damage or discolouration to the decorations of such areas or lifts or escalators and any damage or discolouration to the decorations in such areas or lifts or escalators caused by children shall be paid for by the Owner or occupier of the Residential Unit in which the child or children concerned reside;
13. (a) Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to the DMC, no Owner (including the First Owner) may convert any of the Common Areas to his own use or for his own benefit unless the approval by a resolution of the Owners Committee has been obtained. Any payment received for the approval shall be credited to the relevant accounts of the Special Fund as provided in Clause 2 of Section J.
- (b) Subject to the reserved rights of the First Owner under Clause 3 of Part II of the Second Schedule to the DMC, no Owner (including the First Owner) may convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at a meeting of the Owners of the Estate convened under the DMC or at a meeting of the Owners of the relevant part of the Estate convened under the DMC or the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained and such conversion or designation shall not affect the safety and operation of the Railway Facilities and the Railway. No Owner (including the First Owner) or the Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

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

Tower	Floor	Unit	No. of Shares allocated to each Unit	Sub-Total
Tower 1	5 th Floor	A1	54	54
		A2	38	38
		A3	38	38
		A5	38	38
		A6	36	36
		A7	34	34
		A8	34	34
		A9	33	33
	6 th – 41 st Floors (excluding 13 th , 14 th , 24 th and 34 th Floors)	A1	54	1,728
		A2	40	1,280
		A3	40	1,280
		A5	40	1,280
		A6	37	1,184
		A7	35	1,120
		A8	35	1,120
		A9	34	1,088
	42 nd Floor	A1	56	56
		A2	42	42
		A3	40	40
		A5	40	40
		A6	37	37
		A7	35	35
		A8	35	35
		A9	34	34
Tower 2	5 th Floor	B1	35	35
		B2	25	25
		B3	34	34
		B5	33	33
		B6	33	33
	6 th – 42 nd Floors (excluding 13 th , 14 th , 24 th and 34 th Floors)	B1	37	1,221
		B2	28	924
		B3	37	1,221
		B5	35	1,155
		B6	34	1,122

Tower	Floor	Unit	No. of Shares allocated to each Unit	Sub-Total
Tower 3	5 th Floor	C1	41	41
		C2	39	39
		C3	39	39
		C5	26	26
		C6	28	28
		C7	27	27
		C8	27	27
		C9	25	25
		C10	25	25
	6 th – 41 st Floors (excluding 13 th , 14 th , 24 th and 34 th Floors)	C1	41	1,312
		C2	40	1,280
		C3	40	1,280
		C5	28	896
		C6	28	896
		C7	27	864
		C8	27	864
		C9	25	800
		C10	25	800
	42 nd Floor	C1	44	44
		C2	42	42
		C3	42	42
		C5	28	28
		C6	28	28
		C7	27	27
		C8	27	27
		C9	25	25
		C10	25	25
	Total Shares			26,064

Notes: There is no designation of 4th Floor, 13th Floor, 14th Floor, 24th Floor and 34th Floor.

C. The term of years for which the manager of the Development is appointed

Subject to the provisions of the Building Management Ordinance and the provisions for termination contained in the DMC, the Manager of the Development shall be appointed for an initial period of two (2) years commencing from the date of the DMC.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

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

The Owners of the Estate shall contribute towards the Management Charges in the following manner :-

- (i) all Owners of Units in the Estate shall contribute to the expenses of the Estate Management Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Estate;
- (ii) the Owners of the Residential Units shall contribute to the expenses of the Residential Development Management Budget in the proportion that the Management Units attributable to the Residential Units owned by them bears to the total Management Units allocated to the Residential Development;
- (iii) the Owners of the Parking Spaces shall contribute to the expenses of the Car Park Management Budget in the proportion that the Management Units attributable to such Parking Spaces owned by them bears to the total Management Units allocated to all Parking Spaces;

Provided That where the Manager prepares sub budgets or sub-sub-budgets for any part of the Estate other than the above budgets, only the expenses which are attributable to that part as a whole shall be apportioned and the expenses of any sub budget or sub-sub-budget shall be paid by the Owners of Units covered by such a sub budget or sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to the relevant part of the Estate covered by such a sub-budget or sub-sub-budget.

E. The basis on which the management fee deposit is fixed

The amount of management fee deposit is equivalent to three (3) months' Management Charges.

F. Summary of the provisions of the DMC that deal with the area (if any) in the Development retained by the owner for that owner's own use

Not applicable.

Note:
Unless otherwise defined in this Sales Brochure, capitalized terms used in the above shall have the same meaning of such capitalized terms used in the DMC.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

A. 處理「發展項目」的公用部分的公契及管理協議(「公契」)擬稿的條文的摘要

1. **「公用地方」**指「屋苑公用地方」、「住宅公用地方」、「停車場公用地方」以及在「第一業主」(不包括其繼承人及受讓人)將根據「公契」所簽署的任何「副公契」或「分割契約」指定為公用地方並於其所夾附的圖則更具體地辨識的「屋苑」部分，但不包括任何個別「單位」「業主」擁有或只供任何個別「單位」使用的「住宅發展項目」或「停車場」部分。
2. **「公用服務及設施」**指「屋苑公用服務及設施」、「住宅公用服務及設施」、「停車場公用服務及設施」以及在「第一業主」(不包括其繼承人及受讓人)將根據「公契」所簽署的任何「副公契」或「分割契約」指定為公用服務及設施的「屋苑」服務及設施，但不包括任何個別「單位」「業主」擁有或只供任何個別「單位」使用的服務及設施。
3. **「屋苑公用地方」**指擬供「屋苑」「業主」整體公用而並非「屋苑」任何個別一名或一組「業主」單獨享有的「屋苑」部分，包括但不限於行車道、流通地方、等候區、圍牆、地下至一樓外牆、大堂、斜坡、電梯槽、行人路、樓梯、梯台、走廊及通道、迴轉及迴旋區；冷氣機房、變壓器房、低壓電掣房、總電掣房、電氣房、電力豎管房、消防控制室、主錶櫃及水錶房、燃料缸、街道消防栓、消防泵及水箱房、消防花灑泵及水箱房、食水及沖廁水泵和水箱房(平台專用)、花灑泵及水箱房、花灑輸送泵及水箱房、食水及消防用水校對錶櫃、沖廁水校對錶櫃、風機房、花灑控制閥房、水管槽、電錶房(包括電動車充電器電錶房)、緊急發電機房、高壓豎管管道、豎管槽、排風管槽、垃圾及物料回收房；垃圾站及垃圾處置區；垃圾車停車位；護牆、結構牆及柱、建於「屋苑」的建築物的地基及其他結構件；保安控制室、屋苑管理處、看守人及管理員宿舍、「業主委員會」辦事處、不可通達天井、天井、現已或將會進行「內部工程」的地方或樓面空間，以及並非「屋苑」任何個別一名或一組「業主」單獨享有的「屋苑」內所有其他公共地方(但不包括「住宅公用地方」、「停車場公用地方」以及任何構成在「第一業主」將根據「公契」所簽署的「副公契」或「分割契約」所指定或將會指定為其他公用地方一部分的地方)。「屋苑公用地方」現於「公契」所夾附的圖則以黃色顯示(如可能及能夠在圖則上顯示)，僅供識別。
4. **「屋苑公用服務及設施」**指「發展項目」之內或、其上或其下的已建或擬建服務及設施，供「屋苑」整體公用而並非「屋苑」任何個別一名或一組「業主」單獨享有，包括但不限於電梯、污水渠、溝渠、排水渠、水道、水管及管道；泵、水箱及衛生配件；電線、電纜、電力裝置、配件、設備及器具；火警警報、防火及滅火系統、設備與器具；街道消防栓水箱、消防水箱、花灑水箱、保安系統、設備及器具；垃圾處置設備；通風及冷氣機和設備；冷氣機及風機，以及在「屋苑」使用或安裝作為適意設施一部分以供「屋苑」公用與享有而並非「屋苑」任何個別一名或一組「業主」單獨享有的任何其他裝置、系統、機器、設備、器具、配件、服務及設施(但不包括「住宅公用服務及設施」、「停車場公用服務及設施」以及構成在「第一業主」將根據「公契」所簽署的「副公契」或「分割契約」所指定或將會指定為其他公用服務及設施一部分的服務及設施)。
5. **「住宅公用地方」**指擬供「住宅發展項目」「業主」公用與享有而並非任何個別「住宅單位」「業主」單獨享有的「住宅發展項目」部分，包括但不限於轉換層、「綠化區」、「有蓋園景區」以及所有供「住宅發展項目」或其任何部分使用的公用設施、服務、坑槽、坑洞及設施，連同「住宅發展項目」所有飾面、任何「住宅單位」圍牆(不包括玻璃扶欄或玻璃嵌板(如有)或圍牆內側表面)、行車道、安裝或使用天線廣播分導或電訊網絡設施的地方、衛星電視共用天線(SMATV)室、住宅入口大堂、住宅穿梭電梯大堂、電梯大堂、電梯機房、樓梯、梯台、行人走道、走廊及通道、庇護地方、康樂設施(其位置於「公契」所夾附的圖則以橙色虛線顯示，僅供識別)、隔音牆、翼牆、捕風塔或風斗、電梯槽、電梯井、電梯越位槽、「私家康樂地方及設施」單獨享有的泳池濾水裝置機房、多功能房、會所管理處、垃圾及物料回收室、沖廁水及食水泵和水箱房、食水泵及水箱房、沖廁水箱房、食水泵房、食水箱房、煤氣房、煤氣錶房、煤氣豎管、電訊及廣播設備豎管槽、電氣房、電錶房、電力及特低壓電力房、特低壓電力房、天台(包括頂層天台)、公用平台(不可通達)、公用平台、「大廈」的建築裝飾和相關支承樑及柱、平台的二樓及以上樓層外牆、「大廈」外牆(包括幕牆(其位置於「公契」所夾附的圖則以棕色虛線顯示，僅供識別)或其任何部分(包括窗框、玻璃嵌板、鉸件、鎖、把手、澆注繫錨、封邊膠條、窗戶封膠及幕牆其他組件、該處的不可開啟窗戶和窗框、玻璃嵌板、澆注繫錨、封邊膠條、窗戶封膠及不可開啟窗戶的其他組件，但不包括安裝於該處的所有可開啟窗戶及此等可開啟窗戶玻璃板的圍框、玻璃嵌板、鉸件、鎖、把手、澆注繫錨、封邊膠條、窗戶封膠及其他組件)、非結構性預製外牆(位置於「公契」所夾附的圖則以紅色虛線顯示，僅供識別)、護牆、位於或從屬於「住宅發展項目」的結構牆及柱、根據「政府批地文件」特別條件第(47)(a)條提供的貨車上落貨車位、「訪客停車位」、「私家康樂地方及設施」、遊樂地方、消防泵房、變壓器房、電掣房、電訊及廣播室、電訊管線、地坑泵房、風機房、水錶櫃、電錶櫃、喉轆、空氣處理機組房、消防水管槽、水管槽、水管槽房、電纜槽、排風管槽、信箱、天井、陽篷、草坪、水飾、花槽、行人徑、休憩用地、指定為並與操作吊船有關連的「屋苑」部分及/或地方(包括「住宅單位」平台內的吊船著地區，以及吊船著地區的地台及圍牆)以及指定供「住宅發展項目」享有的其他地方，但不包括任何屬於「屋苑公用地方」、「停車場公用地方」的範圍。「住宅公用地方」現於「公契」所夾附的圖則以綠色及綠色間黑交叉線顯示(如可能及能夠在圖則上顯示)，僅供識別。
6. **「住宅公用服務及設施」**指「發展項目」之內、其上或其下現已或將會建造或裝設的服務及設施，供「住宅發展項目」使用而並非任何個別「住宅單位」「業主」單獨享有，包括但不限於「公共電動車設施」、天線廣播分導或電訊網絡設施、排水渠、渠道、水箱、管線、水管、電纜、配線、機器及機械、冷氣及通風系統、電力裝置、配件、設備及器具、電梯、滅火裝置及設備、保安系統及器具和吊船，但不包括「屋苑公用服務及設施」和「停車場公用服務及設施」涵蓋的任何服務及設施。
7. **「停車場公用地方」**指擬供各「停車位」「業主」、佔用人及受許可人公用與享有的「停車場」部分，包括但不限於「停車場」圍封牆的內側表面飾面、所有必要區域、迴轉通道、等候區、行車道及排風管槽、電梯機房、電氣房及汽車電梯槽，但不包括「屋苑公用地方」及「住宅公用地方」涵蓋的任何地方。「停車場公用地方」現於「公契」所夾附的圖則以靛藍色顯示(如可能及能夠在圖則上顯示)，僅供識別。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

8. 「停車場公用服務及設施」指「停車場」之內、其上或其下供「停車位」使用的服務及設施，包括但不限於機器及機械、機電通風裝置、配件及設備、供水器具、排水渠、渠道、控制閘、排煙口、滅火裝置及設備、保安系統及器具，但不包括「屋苑公用服務及設施」和「住宅公用服務及設施」涵蓋的任何服務及設施。
9. 受限於《建築物管理條例》及「公契」的條文規定，「公用地方」和「公用服務及設施」將由「管理人」以獨有權控制。「管理人」有權力及職責依照「公契」條文維修及保持「公用地方」修繕及狀況良好及妥當和「公用服務及設施」修繕及狀況良好。
10. 於「年期」餘年及其任何續期期間，受限於「政府批地文件」及「公契」所載的契諾與條款規定，每份「份數」應由不時有權擁有的人士或人等持有並享有「公契」第二附表第I部分列明(如適用)的地役權、權利和特權之利益，包括但不限於以下權利、地役權和特權：

(I) 適用於「屋苑」「業主」的權利、地役權和特權

「屋苑」每個「單位」當時的「業主」、其傭工、代理、受許可人、租客及合法佔用人(與所有其他享有同等權利之人等共享)擁有全權和自由權(惟須受限於「管理人」、「第一業主」及「鐵路設施」「業主」的權利)通行、進出、往返及使用「屋苑公用地方」和「屋苑公用服務及設施」相關部分，以作與其使用及享用其「單位」有關的一切用途。

(II) 適用於「鐵路設施」「業主」的權利、地役權和特權

- (a) 「鐵路設施」「業主」有權在其認為有需要時發出合理的通知(緊急情況除外)後，於所有合理時間單獨或聯同傭工、工人及其他人等和攜帶工具、設備、機器或駕車與否，進入「發展項目」其他部分(包括但不限於「住宅公用地方」，但不包括「住宅單位」)，以提供緊急服務和執行任何維修及修理「鐵路」或「鐵路設施」所需的工程，以及行使「公契」賦予的任何權利。此等工程並非「管理人」應負責實施，而倘不進入「發展項目」其他部分則無法進行。「鐵路設施」「業主」執行上述工程時，必須盡量避免造成滋擾，如導致「發展項目」其他部分受損則自費修復。
- (b) 「鐵路設施」「業主」有權在其認為有需要時發出合理的通知，於所有合理時間單獨或聯同傭工、工人及其他人等和攜帶工具、設備、機器或駕車與否進入「發展項目」其他部分(包括但不限於「住宅公用地方」，但不包括「住宅單位」)，以執行建造、擴建或增建「鐵路設施」的任何工程(如有)，以及進行相關的修理及維修工程。此等工程倘不進入「發展項目」其他部分便無法進行。「鐵路設施」「業主」進行上述工程時，必須盡量避免造成滋擾，如導致「發展項目」其他部分受損則自費修復。

- (c) 如發生緊急事故，現任「鐵路設施」「業主」有權在「該土地」及「屋苑」任何一個或多個部分(包括但不限於「公用地方」，但不包括「住宅單位」)展示、架設、安裝關於「鐵路」或「鐵路設施」的橫額、海報、告示、單張和類似物品，惟「鐵路設施」「業主」必須盡量避免造成滋擾，如導致「該土地」及「發展項目」任何一個或多個部分受損則自費修復。此外，「鐵路設施」「業主」亦須就「屋苑」「業主」因「屋苑」由此而受損所招致的所有費用與開支承擔責任並作出彌償。
- (d) 擁有全權和自由權(與所有其他享有同等權利之人等共享)通行、進出、往返及使用由「管理人」指定為或重新指定為進出位於「住宅發展項目」三樓「業主委員會」及/或「業主立案法團」辦事處的「住宅公用地方」和「住宅公用服務及設施」部分。

(III) 適用於「住宅發展項目」所有「業主」的權利、地役權和特權

- (a) 「住宅發展項目」內現任「住宅單位」的「業主」及其傭工、代理、受許可人、租客和合法佔用人(與所有其他享有同等權利之人等共享)擁有全權和自由權(惟須受限於「管理人」、「第一業主」及「鐵路設施」「業主」的權利)：
- (i) 通行、進出、往返及使用「住宅公用地方」和「住宅公用服務及設施」，以作與其使用及享用其「單位」有關的一切用途；及
- (ii) 通行、進出、往返及使用「屋苑公用地方」和「屋苑公用服務及設施」，以便進出及往來落客處、停車等候處、上落貨車位和「訪客停車位」。
- (b) 「住宅發展項目」「單位」的現任住戶和其真正賓客及訪客擁有全權和自由權，僅為康樂用途並且受限於「管理人」指定的使用規則、規例和收費，使用與享用擬供「住宅發展項目」住戶和其真正賓客及訪客使用的「私家康樂地方及設施」。然而，任何人士行使本權利概不能損害或干擾或允許、容忍他人損害或干擾在該處提供的一般適意設施、機器、設備或服務。

(IV) 適用於「停車位」「業主」的權利、地役權和特權

- (a) 現任「停車位」「業主」及其傭工、代理、受許可人、租客和合法佔用人(與所有其他享有同等權利之人等共享)擁有全權和自由權(惟須受限於「管理人」、「第一業主」及「鐵路設施」「業主」的權利)，通行、進出、往返及使用「停車場公用地方」和「停車場公用服務及設施」，以作與其使用及享用其「停車位」有關的一切用途。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

- (b) 受限於「公契」E節第26及27條之規定，現任「停車位」「業主」擁有全權和自由權(惟須受限於「管理人」、「第一業主」及「鐵路設施」「業主」的權利)，自費在「停車場公用地方」電動車充電室內，按照「管理人」批准的位置和方式安裝、維修、修理及更換電錶和其他附屬設施，並可在「停車場公用地方」鋪設及/或維修、修理和更換電纜、基底盒、插座、防護及安全裝置，以便完善使用及享用及操作其「停車位」專用的「非公共電動車設施」。
- (c) 擁有全權和自由權(與所有其他享有同等權利之人等共享)通行、進出、往返及使用由「管理人」指定或重新指定為進出位於「住宅發展項目」三樓「業主委員會」及/或「業主立案法團」辦事處的「住宅公用地方」和「住宅公用服務及設施」部分。

11. 在「年期」餘年及其任何續期期間，受限於「政府批地文件」和「公契」所載的契諾與條款規定，每份「份數」將由不時有權擁有的人士或人等持有，並受限於「公契」第二附表第II部分列明的保留原權益及保留新權益，包括但不限於以下保留原權益及保留新權益：

(I) 「管理人」的權利

- (a) 「管理人」擁有全權和特權，在事前發出合理的通知(緊急情況除外)後，於所有合理時間單獨或聯同測量師、工人及其他人等進入「該土地」及「發展項目」每個部分，包括每個「單位」和「鐵路設施」(惟事前須徵取「鐵路設施」「業主」書面同意)，以便執行「屋苑」的必要修理工程，包括但不限於檢查、重建、修理、更新、更換、翻新、維修、清潔、髹漆或裝飾「屋苑」的結構、「公用地方」和「公用服務及設施」或其任何一個或多個部分，又或「業主」失責不修理及不維修之任何「單位」，又或消滅任何確實或可能影響「公用地方」、「公用服務及設施」或其他「業主」的危害或滋擾，又或行使及執行「公契」條文訂明的任何權力及職責。「管理人」行使本項權利須在合理地切實可行的範圍內盡量避免構成滋擾，如造成任何損害則須復修。如因「管理人」失責造成任何損害，「管理人」必須自費修理，此外並須就其本身、其職員、代理、僱員及承辦商的疏忽、蓄意或刑事行為承擔責任。此外，如「管理人」根據本條規定行使權利進入「鐵路設施」，則只限於執行維修和修理工程，如對「鐵路設施」造成任何損害必須承擔所有為此而招致的費用與開支。
- (b) 「管理人」有權單獨或聯同測量師、承辦商、工人及其他人等執行「署長」要求的所有必要工程，包括暫時關閉「該土地」上任何一座或多座建築物的通道口，但不包括「鐵路設施」(除非事前獲「鐵路設施」「業主」書面同意)。惟倘「管理人」因遵照「署長」要求執行上述工程而導致「鐵路設施」受損，「管理人」須承擔所有為此而招致的費用與開支。「管理人」執行此等工程時須向「業主」發出書面通知，說明「業主」在施工期間不可使用的「該土地」及「發展項目」範圍或部分，「業主」必須遵從通知的要求。然而，施工概不可導致「鐵路設施」無法出入通行，亦不可影響任何人士恰當使用及享用「鐵路設施」。本條訂明「管理人」擁有的權力和責任均受限於「鐵路設施」「業主」的權利、地役權和特權，並且於任何方面概不可不利地影響或損害「公契」保留予「鐵路設施」「業主」的權利、地役權和特權。

(II) 「第一業主」的權利

每名「業主」與「第一業主」作出契諾，「公契」賦予「第一業主」之契諾、權利、自由權、特權、權益、保留原權益和保留新權益對每名「業主」及其各自之繼承人及受讓人約束，而只要「第一業主」仍為任何「份數」之實益擁有人，此等契諾、權利、自由權、特權、權益、保留原權益和保留新權益將與「該土地」及「發展項目」和相關的權益共存(附加於與「買方」所訂「轉讓契約」保留之任何其他權利)。「第一業主」具專有和不受限制的權利，隨時及不時按照其全權酌情認為恰當作出以下所有或任何行為或事項，及/或行使所有或任何以下權利、自由權、特權和權益，而毋須接受任何其他「業主」(除非「公契」另行訂明)、「管理人」或擁有「該土地」及「發展項目」權益的任何其他人士為締約方或取得其同意或批准，但仍須受限於「公契」及「政府批地文件」保留予「鐵路設施」「業主」的權利、地役權和特權，而且概不可不利地影響或妨礙「鐵路設施」「業主」擁有的此等權利、地役權和特權：

- (a) 隨時單獨或聯同承辦商、傭工、代理、工人或其他受權人等，攜帶必要的工具、設備、機器和物料進入「該土地」及「發展項目」任何部分(不包括「第一業主」已轉讓的「單位」及「鐵路設施」，除非無可避免地必須進入。於該情況下，亦要在事前給予合理通知，並要盡量避免造成滋擾。如對任何「單位」及「鐵路設施」造成任何損害，「第一業主」應復修，並向「鐵路設施」「業主」彌償「鐵路設施」因其行使上述進入權或實施本(a)款所述任何工程而造成任何損害而招致的費用與開支)，以及(如有需要)暫時使用「公用地方」和「公用服務及設施」作建築物料及設備運送、物流和儲存地方，以便：
 - (i) 執行其視為必要的任何工程或修理或維修，以防範造成任何損害或預防或糾正由各「業主」或彼等任何一方或「管理人」展開而「第一業主」認為會危害或損害「鐵路」或「鐵路設施」的任何工程。如有此情況，有關的合理費用將成為「第一業主」應收的債項，違規「業主」應在接獲「管理人」要求時向「第一業主」償付費用；
 - (ii) 執行任何工程以建造、擴建或增建「鐵路設施」(如有)和進行相關的修理及維修，包括但不限於在「屋苑」搭建棚架；
 - (iii) 建造日後連接「屋苑」至毗鄰土地或發展項目的行人走道或通道；
 - (iv) 遵照「政府批地文件」之規定，不時按需要在「屋苑」指定位置或任何一個或多個部分建造和發展行人天橋及連接點；
 - (v) 應「署長」要求執行所有必要的工程暫時關閉「屋苑」任何部分，並執行與該暫時關閉有關的所有必要的修理或維修工程；

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

「第一業主」執行任何此等工程時必須以書面通知「業主」在施工期間不可使用的「該土地」及「屋苑」地方或部分，「業主」須遵從該通知的規定。「第一業主」執行上述工程時應在合理地切實可行的範圍內盡量避免對「業主」造成滋擾，自費提供必要的措施，包括但不限於就有關「單位」及/或「鐵路設施」在「發展項目」內提供噪音緩解及防塵措施，以盡量減低「該土地」及「屋苑」持續進行的建築工程對「單位」及/或「鐵路設施」「業主」構成不便，如對任何「單位」及/或「鐵路設施」造成任何損害，則須向「業主」彌償為此而招致的費用與開支。此外，行使本項權利概不可干預任何「業主」使用及佔用其所擁有「單位」的專有權或「鐵路設施」「業主」使用及佔用「鐵路設施」的專有權，亦不可妨礙任何「單位」或「鐵路設施」(視情況而定)的出入通行權。再者，「第一業主」須獨力負責前述施工期間「業主」不可使用的「公用地方」和「公用服務及設施」部分的維修及管理開支，如因「第一業主」使用此等部分而對「公用地方」和「公用服務及設施」任何部分造成任何損害，則須復修；

- (b) 現毋損「公契」第二附表第II部分第3(d)款之規定，只要事前獲「署長」書面同意，「第一業主」可在「屋苑」任何個別部分(「第一業主」已轉讓的「單位」除外)獲發「佔用許可證」後分配及重新分配該處的「份數」，以及將「份數」分配或重新分配予每個「單位」及「公用地方」和「公用服務及設施」，以及因應總樓面面積變更所須而分配及重新分配每個「單位」的「管理份數」；
- (c) 建造、維修、鋪設、更改、拆除、轉導和更新位於「該土地」及「發展項目」之內(僅供「鐵路設施」專用的服務及設施除外)，或局部位於「該土地」及「發展項目」之內(僅供「鐵路設施」專用的服務及設施除外)和毗連土地而專為「該土地」及「發展項目」供應公用服務和康樂設施所裝設的排水渠、水管、電纜、污水渠及其他裝置、配件、廂格和其他構築物。「第一業主」行使本款所訂任何權利時概不可干預「業主」持有、使用、佔用與享用其「單位」之權利或妨礙彼等「單位」的出入通行權。此外，倘上述排水渠、水管、電纜、污水渠、裝置、配件、廂格及構築物構成「公用地方」或「公用服務及設施」一部分，「第一業主」行使上述權利必須先經由「業主」於根據「公契」規定召開「屋苑」「業主」會議通過決議案批准，且收取的所有費用(如有)將撥入「特別基金」的相關賬戶；
- (d) 如事前經由「屋苑」「業主」於根據「公契」規定召開的「屋苑」「業主」會議通過決議案批准，授予「公用地方」和「公用服務及設施」任何一個或多個部分的任何權利、通行權、地役權或準地役權(包括但不限於任何道路、通道、行人徑、行人道、行人走道、隧道、明渠及下水道、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水及電力儲存、變壓和供應系統之使用權)，或透過許可方式以「第一業主」視為恰當的條款與條件以及向其視為恰當的人等授予同類的許可權利，以供任何毗連或毗鄰土地受益使用，惟不可違反「政府批地文件」的條款與條件規定，亦不可影響任何人士恰當使用及享用「鐵路設施」。「第一業主」行使該權利必須受「政府批地文件」約束，概不可干預其他「業主」持有、使用、佔用與享用其「單位」的權利或妨礙彼等「單位」的出入通行權。授予此等權利所收取的所有款項，一律撥入「特別基金」；

「第一業主」行使「公契」所訂任何權利時，概不可於任何方面不利地影響「業主」使用與享用其「單位」或妨礙「業主」進出其「單位」之通行權，以及不利地影響任何人士使用與享用「鐵路設施」或其任何部分和妨礙或限制「鐵路設施」或其任何部分的出入通行權。「第一業主」行使本條訂明其作為「業主」應有的權利所獲取或應收的代價，一律依照「第一業主」視為恰當的條款與條件歸屬「第一業主」所有。任何「第一業主」並非根據本條作為「業主」行使權利所特別獲取或應收的代價，一律歸屬「屋苑」「業主」，並撥入「特別基金」的相關賬戶。此外，「第一業主」不可代表「鐵路設施」「業主」與「政府」處理任何影響「鐵路設施」的事務，「鐵路設施」「業主」可全權酌情決定「鐵路設施」是否受影響。再者，轉讓、交還或劃出「該土地」任何部分的權利(如有)並不涵蓋「鐵路設施」。

- 12. 受限於「公契」第二附表第II部分第3條保留予「第一業主」之各項權利，以及「公契」第二附表第I部分第2條賦予及保留予「鐵路設施」「業主」之權利，「業主」不可作出以下行為（除非屬於「公契」第三附表第1條(b)至(c)、(o)、(w)、(ac)至(ag)和(ai)至(ak)款所載情況而事前已獲「管理人」書面同意，但「管理人」可全權酌情同意與否，並可附加任何條件；惟(d)及(ag)款受限於E節第29(c)條的規定)：
 - (a) 在「屋苑」或「公用地方」之上或其內任何建築物、車庫或其他構築物的任何天台、平台或其任何部分搭建、建造或允許或容忍他人搭建、建造任何臨時或永久性構築物；
 - (b) 損害、損壞、塗污或允許或容忍他人損害、損壞或塗污「公用地方」構築物、結構或裝飾特色的任何部分，包括「該土地」及「發展項目」內任何樹木、植物或灌叢；
 - (c) 損害、干預或允許或容忍他人損害或干預「公用服務及設施」；
 - (d) 鎖上構成「公用地方」一部分的「發展項目」天台的門或入口；
 - (e) 放置任何盒、廢物箱、包裝貨物、垃圾、實產或任何其他種類或性質的阻塞物而阻礙或阻塞或允許或容忍他人阻礙或阻塞任何「公用地方」。「管理人」有權按其視為恰當，毋須通知即清理和處置任何上述物品，費用由「業主」支付，並且毋須向「業主」或任何其他人士承擔任何責任（除非涉及「管理人」的刑事責任、不誠實或疏忽的行為）。每名「業主」通過公契同意，如「管理人」因上述的「業主」違約行為招致任何損失、索償、損害或開支，「業主」將使「管理人」持續得到彌償；
 - (f) (i) 將任何狗、貓、寵物、牲口、活家禽、雀鳥或其他動物攜進「屋苑」任何部分或在該處飼養，惟受限於香港不時生效的任何適用法律和規例及遵照「屋苑規則」，可在「住宅單位」飼養家畜或其他寵物，除非此等家畜或其他寵物被「屋苑」任何部分最少兩(2)名「業主」或佔用人作出合理的書面投訴則屬例外。投訴是否合理由「管理人」全權酌情決定；

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

- (ii) 於任何情況下，容許狗隻進入電梯或擬作公用用途的「屋苑」的任何部分，除非該等狗隻已：
- (1) 手抱或戴上狗帶及口罩；
 - (2) 植入晶片及注射防疫針；
 - (3) 獲漁農自然護理署發牌；及
 - (4) 經「管理人」登記；
- (iii) 儘管有本分款(i)及(ii)段之任何規定，於任何情況下狗隻亦不准進入「公用地方」(包括但不限於「會所」及草坪範圍)；
- (g) (i) 進行任何結構更改工程或拆卸任何屬於「公用地方」的結構部分；
- (ii) 如任何「單位」的裝繕或更改工程涉及更改基本樓宇裝備，包括但不限於花灑系統、暖氣通風及冷氣系統和渠務及排水系統，聘用「管理人」指定的承辦商除外的承辦商施工，費用由「業主」支付；
- (h) 擅改、拆除、干擾或允許或容忍他人擅改、拆除、干擾供「屋苑」或其任何部分使用的火警警報系統，及/或安裝於「屋苑」並連接「屋苑」供其使用的公用火警警報系統；
- (i) 除經「管理人」許可，允許兒童在「公用地方」玩耍，特別是電梯及自動扶梯，以致可能令上述地方或電梯或自動扶梯受損或裝飾漆面損壞。如兒童引致上述地方或電梯或自動扶梯受損或裝飾漆面損壞，有關的兒童所屬「住宅單位」的「業主」或佔用人必須就此支付賠償；
13. (a) 受限於「公契」第二附表第II部分第3條保留予「第一業主」的權利，任何「業主」(包括「第一業主」)除非獲得「業主委員會」議決批准，一律無權將任何「公用地方」改為私人使用或享用。辦理批准所收取的款項一律按照J節第2條規定撥入相關的「特別基金」賬戶。
- (b) 受限於「公契」第二附表第II部分第3條保留予「第一業主」的權利，除非經由「屋苑」「業主」於根據「公契」召開的「業主」會議或由「屋苑」相關部分「業主」於根據「公契」或相關「副公契」(視情況而定)召開的會議議決批准，無「業主」(包括「第一業主」)有權將其擁有的地方改為或指定為「公用地方」，此等改為或指定為「公用地方」概不可影響「鐵路設施」和「鐵路」的安全及運作。無「業主」(包括「第一業主」)或「管理人」有權將「公用地方」重新改為或重新劃為其私人使用或享用。

B. 分配予「發展項目」中的每個住宅物業的不分割份數的數目

座數	樓層	「單位」	每個「單位」之「份數」數額	小計
第1座	5樓	A1	54	54
		A2	38	38
		A3	38	38
		A5	38	38
		A6	36	36
		A7	34	34
		A8	34	34
		A9	33	33
	6-41樓 (不包括13、14、 24及34樓)	A1	54	1,728
		A2	40	1,280
		A3	40	1,280
		A5	40	1,280
		A6	37	1,184
		A7	35	1,120
		A8	35	1,120
		A9	34	1,088
	42樓	A1	56	56
		A2	42	42
		A3	40	40
		A5	40	40
		A6	37	37
		A7	35	35
		A8	35	35
		A9	34	34
第2座	5樓	B1	35	35
		B2	25	25
		B3	34	34
		B5	33	33
		B6	33	33
	6-42樓 (不包括13、14、 24及34樓)	B1	37	1,221
		B2	28	924
		B3	37	1,221
		B5	35	1,155
		B6	34	1,122

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

座數	樓層	「單位」	每個「單位」之「份數」數額	小計
第3座	5樓	C1	41	41
		C2	39	39
		C3	39	39
		C5	26	26
		C6	28	28
		C7	27	27
		C8	27	27
		C9	25	25
		C10	25	25
		6-41樓 (不包括13、14、 24及34樓)	C1	41
	C2		40	1,280
	C3		40	1,280
	C5		28	896
	C6		28	896
	C7		27	864
	C8		27	864
	C9		25	800
	C10		25	800
	42樓		C1	44
		C2	42	42
		C3	42	42
		C5	28	28
		C6	28	28
		C7	27	27
		C8	27	27
		C9	25	25
		C10	25	25
「份數」總額				26,064

註：不設4樓、13樓、14樓、24樓及34樓。

C. 「發展項目」的管理人的委任年期

受限於《建築物管理條例》及「公契」關於終止任命的條文之規定，「發展項目」的「管理人」獲委聘的首屆任期為由「公契」日期開始的兩(2)年。

D. 「發展項目」中的住宅物業的擁有人之間分擔管理開支的基準

「屋苑」「業主」將按以下方式分擔「管理費」：

- (i) 「屋苑」所有「單位」「業主」須根據彼等所持「單位」的「管理份數」佔「屋苑」「管理份數」總數的比例分擔「屋苑管理預算案」的開支；
- (ii) 「住宅單位」「業主」須根據彼等所持「住宅單位」的「管理份數」佔「住宅發展項目」「管理份數」總數的比例分擔「住宅發展項目管理預算案」的開支；
- (iii) 「停車位」「業主」須根據彼等所持「停車位」的「管理份數」佔所有「停車位」「管理份數」總數的比例分擔「停車場管理預算案」的開支；

除上述預算案外，如「管理人」就「屋苑」任何部分編製其他副預算案或分副預算案，只有該部分整體招致的開支需要攤分。此等副預算案或分副預算案的開支將由受有關副預算案或分副預算案所涵蓋的「單位」的「業主」按照其「單位」的「管理份數」佔有關副預算案或分副預算案所涵蓋的「屋苑」相關部分之「管理份數」總數的比例攤付。

E. 計算管理費按金的基準

管理費按金的金額為三(3)個月「管理費」。

F. 處理擁有人在「發展項目」中保留作自用的範圍(如有的話)的「公契」的條文摘要

不適用。

註：
除非《售樓說明書》另行定義，否則上文中所有加上引號的詞語，一律與「公契」所界定者具備相同定義。

SUMMARY OF LAND GRANT

批地文件的摘要

- 1. The Development is situated on New Kowloon Inland Lot No.6602 (“**the lot**”).
- 2. The lot is held from the Government under Conditions of Exchange No.20325 dated 8th August 2018 (“**the Land Grant**”) for a term of 50 years from 8th August 2018 and expiring on 7th August 2068.

3. User

Special Condition No. (22)

- (a) Subject to these Conditions and in particular subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
- (b) The Railway Facilities or any part thereof shall not be used for any purpose other than for railway purpose and such purposes ancillary to the construction, use, operation and management of the railway (for the avoidance of doubt excluding staff housing) and such other purposes as may be approved in writing by the Director who may in giving such approval impose such terms and conditions as he thinks fit including the payment of premium.
- (c) Without prejudice to the generality of sub-clauses (a) and (b) of this Special Condition, the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than for which it is designed, constructed and intended to be used in accordance with these Conditions, the Approved Building Plans and the Approved Landscape Plan referred to in Special Condition No. (28)(c) hereof.

4. Indemnity by Grantee

General Condition No. 4

The Grantee hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from 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 of Lands (hereinafter referred to as "**the Director**", and whose opinion shall be final and binding upon 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.

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; and
 - (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.

SUMMARY OF LAND GRANT

批地文件的摘要

7. Existing Railway Facilities

Special Condition No.(2)(a)-(b)

- (a) The Grantee hereby acknowledges that as at the date of this Agreement, other than the Existing Footpath on the lot referred to in Special Condition No. (17)(a)(i) hereof and the Existing Water Pumping Station referred to in Special Condition No. (18)(a) hereof, there are some railway facilities including but not limited to railway structures and facilities, ancillary railway structures and facilities, ventilation facilities and underground railway tunnels existing on the lot (such railway facilities are hereinafter collectively referred to as "**the Existing Railway Facilities**").
- (b)
 - (i) For the purpose of developing the lot in all respects in accordance with these Conditions, the Grantee shall at his own expense modify the Existing Railway Facilities including but not limited to the demolition, removal and relocation of the Existing Railway Facilities or any part or parts thereof, and the provision and construction of new railway structures and facilities, new ancillary railway structures and facilities and space(s) for the parking of maintenance and emergency vehicles within the lot (such works are hereinafter collectively referred to as "**the Modification Works**").
 - (ii) Prior to the carrying out of the Modification Works, the Grantee shall at his own expense submit or cause to be submitted to the Government for its approval in writing a proposal for the Modification Works.
 - (iii) The Grantee shall at his own expense and within such time limit as may be stipulated by the Government carry out the Modification Works in accordance with the proposal as approved by the Government.
 - (iv) The part or parts of the Existing Railway Facilities which have been modified together with any part or parts of the Existing Railway Facilities not so modified, the new railway structures and facilities, the new ancillary railway structures and facilities and the space(s) for the parking of maintenance and emergency vehicles to be provided and constructed by the Grantee shall hereinafter collectively be referred to as "**the Railway Facilities**".

8. Brown Area and MTR Facilities

Special Condition No.(4)(c)(i), (4)(c)(ii)(I), (4)(c)(ii)(II), (4)(c)(ii)(III), (4)(c)(ii)(IV), (4)(c)(ii)(VI), (4)(c)(ii)(VII), (4)(c)(iii)

- (c)
 - (i) The lot is granted together with:
 - (I) a right over and through the Government land adjoining the lot at the approximate location and alignment of which for identification purpose only is shown and marked by a brown line on PLAN I annexed hereto (hereinafter referred to as "**the Brown Area**") for the purposes of running of cooling water and electric mains, drainage and sewage pipes and similar facilities constructed for the purposes of the Mass Transit Railway (the cooling water and electric mains, drainage and sewage pipes and similar facilities are hereinafter collectively referred to as "**the MTR Facilities**"); and
 - (II) a right for the Grantee, his contractors, workmen or any other persons authorized by the Grantee to enter into the Brown Area, the Government land adjoining the lot and the Government land adjoining the Brown Area with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, installation, inspection, survey, examination, repair, maintenance, renewal, removal, replacement and improvement of the MTR Facilities

subject to the conditions stipulated in sub-clause (c)(ii) of this Special Condition.

- (ii)
 - (I) The MTR Facilities shall not be used for any purpose other than for the purposes of the Mass Transit Railway.
 - (II) The Grantee shall at all times and at his own expense uphold, maintain and repair the MTR Facilities in good and substantial repair and condition in all respects to the satisfaction of the Director.
 - (III) The Grantee shall at all times and at his own expense take such precautions as may be necessary to prevent any damage or injury being caused to the Brown Area, the Government land adjoining the lot, the Government land adjoining the Brown Area or any part of any of them or to any persons entering or using the Brown Area, the Government land adjoining the lot, the Government land adjoining the Brown Area or any part of any of them as a result of the erection, construction, installation, inspection, survey, examination, repair, maintenance, renewal, removal, replacement, improvement, presence, use or operation of the MTR Facilities.

SUMMARY OF LAND GRANT

批地文件的摘要

(IV) In the event of any damage or disturbance being caused to the Brown Area, the Government land adjoining the lot, the Government land adjoining the Brown Area or any part of any of them as a result of the presence, use or operation of the MTR Facilities or the exercise by the Grantee, his contractors, workmen or any other persons authorized by the Grantee of the right granted under sub-clause (c)(i)(II) of this Special Condition or otherwise, the Grantee shall pay to the Government on demand a sum equal to the cost of making good such damage or disturbance and of reinstating the Brown Area, the Government land adjoining the lot and the Government land adjoining the Brown Area to their former good condition, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.

(VI) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, costs, claims, expenses, charges, demands, actions and proceedings whatsoever arising, whether directly or indirectly out of or in connection with the erection, construction, installation, inspection, survey, examination, repair, maintenance, renewal, removal, replacement, improvement, presence, use and operation of the MTR Facilities and the performance of any obligations under sub-clause (c) of this Special Condition.

(VII) The Government shall, at any time, have the power, upon giving not less than twelve calendar months' prior written notice to the Grantee, to terminate the right or rights given under sub-clause (c)(i) of this Special Condition either in whole or in part without payment of any compensation whatsoever by the Government to the Grantee if such termination is considered necessary by the Director provided always that where in the opinion of the Director that it is necessary to re-provision the right or rights given under sub-clause (c)(i) of this Special Condition, the Government shall without charging any premium therefor and free of all cost to the Government grant such right or rights to the Grantee as may be necessary for the purposes of the Mass Transit Railway.

(iii) For the purpose of sub-clause (c) of this Special Condition, the expression "**Grantee**" shall mean only the person entering into and executing this Agreement or subject to Special Condition No. (31) hereof, the assignee of the Mass Transit Railway Undivided Shares referred to in Special Condition No. (32)(a) hereof.

9. Green Area

Special Condition No.(5)(a), (5)(b)

(a) The Grantee shall:

(i) on or before the 30th day of September 2024*, at his own expense and in all respects to the satisfaction of the Director demolish and remove the buildings, structures and foundations existing on that portion of future public roads shown coloured green on PLAN I annexed hereto (hereinafter referred to as "**the Green Area**") as at the date of this Agreement;

(ii) on or before the 30th day of September 2024*, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form the Green Area; and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "**the Structures**")

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

(iii) on or before the 30th day of September 2024*, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iv) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No. (6) hereof..

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition by the date specified therein or the non-fulfilment of the Grantee's obligations under sub-clause (a)(iv) 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. The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, costs, claims, expenses, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the non-fulfilment of the Grantee's obligations under sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition by the date specified therein or the non-fulfilment of the Grantee's obligations under sub-clause (a)(iv) of this Special Condition.

Special Condition No. (6)

For the purpose only of carrying out the necessary works specified in Special Condition No. (5)(a) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government by the Grantee on or before the 30th day of September 2024*. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (5)(a) hereof or otherwise.

SUMMARY OF LAND GRANT

批地文件的摘要

Special Condition No. (7)

The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (5)(a) hereof.

Special Condition No. (8)(a)

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

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (5)(b) hereof and any other works which the Director may consider necessary in the Green Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the 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 Green Area;
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area; and
- (iv) permit the lessee of all that piece or parcel of ground situate, lying and being at the northeast of the lot and to be known as New Kowloon Inland Lot No. 6593 at the approximate location of which for identification purpose only is shown and marked "NKIL 6593" on PLAN I annexed hereto (hereinafter referred to as "**the Proposed N.K.I.L. 6593**"), his contractors and such other persons as may be authorized by the lessee of the Proposed N.K.I.L. 6593 the right of ingress, egress and regress to, from and through the Green Area as the lessee of the Proposed N.K.I.L. 6593, his contractors or such authorized persons may require for the purpose of the development of the Proposed N.K.I.L. 6593 only.

10. Yellow Hatched Black Area and Yellow Stippled Black Area

Special Condition No. (9)

- (a) For the purpose only of carrying out the necessary works specified in Special Condition No. (5)(a) hereof, the Grantee shall on the date of this Agreement be granted possession of the area shown coloured yellow hatched black on PLAN I annexed hereto (hereinafter referred to as "**the Yellow Hatched Black Area**") and the area shown coloured yellow stippled black on PLAN I annexed hereto (hereinafter referred to as "**the Yellow Stippled Black Area**").
- (b) The Yellow Hatched Black Area shall be re-delivered to the Government by the Grantee on or before the 30th day of September 2024* and the Yellow Stippled Black Area shall be re-delivered to the Government by the Grantee on or before the 30th day of September 2020.
- (c) The Grantee shall at all reasonable times while he is in possession of the Yellow Stippled Black Area allow free access over and along the Yellow Stippled Black Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (5)(a) hereof or otherwise.

Special Condition No. (10)

The Grantee shall not without the prior written consent of the Director use the Yellow Hatched Black Area and the Yellow Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (5)(a) hereof.

Special Condition No. (11)(a)

- (a) The Grantee shall at all reasonable times while he is in possession of the Yellow Hatched Black Area and the Yellow Stippled Black Area:
 - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Yellow Hatched Black Area and the Yellow Stippled Black Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (5)(b) hereof and any other works which the Director may consider necessary in the Yellow Hatched Black Area and the Yellow Stippled Black Area;

批地文件的摘要

- ## 11. Yellow Area

- (a) The Grantee shall on or before the 31st day of December 2026* 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 in all respects to the satisfaction of the Director:
 - (i) carry out and complete such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and such site formation, geotechnical and slope works as the Director at his absolute discretion may require (hereinafter collectively referred to as **"the Slope Works"**) on the area shown coloured yellow on PLAN I annexed hereto except those underground strata thereof held under the lease of The Remaining Portion of Mass Transit Railway Lot No. 3 (which said yellow area excepted as aforesaid is hereinafter referred to as **"the Yellow Area"**);
 - (ii) lay, form, surface and drain the Yellow Area and the associated slopes, retaining structures and platforms for the purpose of carrying out and completing the Slope Works; and
 - (iii) construct and provide within the Yellow Area a footpath with a width of not less than 1.5 metres (hereinafter referred to as **"the Re-provision Footpath"**) to link up the existing footpath on the Government land adjoining the lot so as to provide access leading to and from a trail known as Wilson Trail which approximate location for identification purpose only is shown and marked **"WILSON TRAIL"** on PLAN I annexed hereto (hereinafter referred to as **"the Wilson Trail"**)

(b) The Grantee shall maintain at his own expense the Yellow Area together with the Slope Works, the existing footpath on the Yellow Area which approximate location for identification purpose only is shown and marked "FP" on PLAN I annexed hereto (hereinafter referred to as **"the Existing Footpath on the Yellow Area"**) and the Re-provision Footpath to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Special Condition No. (13)(a) hereof.

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

- (a) For the purposes only of carrying out the necessary works specified in Special Conditions Nos. (12)(a) and (12)(b) hereof, the Grantee shall on the date of this Agreement be granted possession of the Yellow Area. The Yellow Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (b) The Grantee hereby acknowledges that as at the date of this Agreement, other than the Existing Water Pipeline referred to in Special Condition No. (16)(a) hereof, there is the Existing Footpath on the Yellow Area.
- (c) While the Grantee is in possession of the Yellow Area,
 - (i) the Grantee shall not demolish, damage, disturb, obstruct, interfere with, close, alter, divert or relocate or permit or suffer to be demolished, damaged, disturbed, obstructed, interfered with, closed, altered, diverted or relocated the Existing Footpath on the Yellow Area or any part or parts thereof; and
 - (ii) the Grantee shall at all times, in particular when carrying out the works specified in Special Conditions Nos. (12)(a) and (12)(b) hereof, take or cause to be taken all proper and adequate care, skill and precautions in all respects to the satisfaction of the Director to avoid causing any damage, disturbance or obstruction to or interference with the Existing Footpath on the Yellow Area or any part or parts thereof.

SUMMARY OF LAND GRANT

批地文件的摘要

Special Condition No. (14)

The Grantee shall not without the prior written consent of the Director use the Yellow Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Conditions Nos. (12)(a) and (12)(b) hereof.

Special Condition No.(15)(a)

(a) While the Grantee is in possession of the Yellow Area, the Grantee shall:

- (i) at all reasonable times permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Conditions Nos. (12)(a) and (12)(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (12)(c) hereof and any other works which the Director may consider necessary in the Yellow Area;
- (ii) at all times permit all members of the public to have free and uninterrupted access and without payment of any nature whatsoever to pass and repass on foot on, along and through the Existing Footpath on the Yellow Area leading to and from the Wilson Trail; and
- (iii) at all times after the completion of the Re-provision Footpath in accordance with Special Condition No. (12)(a)(iii) hereof permit all members of the public to have free and uninterrupted access and without payment of any nature whatsoever to pass and repass on foot on, along and through the Re-provision Footpath leading to and from the Wilson Trail.

12. Existing Water Pipeline within the Yellow Area

Special Condition No. (16)(a)-(c), (e)

- (a) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing water pipeline being or running across, through or under the Yellow Area at the approximate location and alignment of which for identification purpose only is shown and marked by a red line on PLAN I annexed hereto (hereinafter referred to as "**the Existing Water Pipeline**").
- (b) While the Grantee is in possession of the Yellow Area,
 - (i) except with the prior written consent of the Director, the Grantee shall not alter, divert or relocate or permit or suffer to be altered, diverted or relocated the Existing Water Pipeline or any part or parts thereof;

- (ii) the Grantee shall not demolish, damage, disturb, remove, obstruct, interfere with or close or permit or suffer to be demolished, damaged, disturbed, removed, obstructed, interfered with or closed the use and operation of the Existing Water Pipeline or any part or parts thereof;
 - (iii) the Grantee shall at all times, in particular when carrying out the works specified in Special Conditions Nos. (12)(a) and (12)(b) hereof, take or cause to be taken all proper and adequate care, skill and precautions in all respects to the satisfaction of the Director to avoid causing any damage, disturbance or obstruction to or interference with the Existing Water Pipeline or any part or parts thereof; and
 - (iv) the Grantee shall at all reasonable times permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress or regress to, from and through the lot and the Yellow Area for the purpose of inspecting, operating, maintaining, repairing, diverting or relocating the Existing Water Pipeline or any part or parts thereof.
- (c) No works which may affect the operation of the Existing Water Pipeline shall be carried out except with the prior written approval of the Director.
 - (e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, costs, claims, expenses, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the non-fulfilment of the Grantee's obligations under sub-clauses (b) and (c) of this Special Condition and the works specified in Special Conditions Nos.(12)(a) and (12)(b) hereof.

13. Existing Footpath on the lot

Special Condition No. (17)(a)(i), (b), (c)

- (a) (i) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing footpath on those portions of the lot shown coloured pink stippled black and pink stippled black hatched black on PLAN I annexed hereto (hereinafter referred to as "**the Existing Footpath on the lot**") and all members of the public at all times have free and uninterrupted access and without payment of any nature whatsoever to pass and repass on foot on, along and through the Existing Footpath on the lot leading to and from the Wilson Trail.

SUMMARY OF LAND GRANT

批地文件的摘要

- (b) Until the Re-provision Footpath shall have been constructed and provided by the Grantee in accordance with Special Condition No. (12)(a)(iii) hereof and all members of the public at all times are permitted to have free and uninterrupted access to pass and repass on foot on, along and through the Re-provision Footpath leading to and from the Wilson Trail in accordance with Special Condition No. (15)(a)(iii) hereof,
- (i) the Grantee shall not demolish, damage, disturb, obstruct, interfere with, close, alter, divert or relocate or permit or suffer to be demolished, damaged, disturbed, obstructed, interfered with, closed, altered, diverted or relocated the Existing Footpath on the lot or any part or parts thereof;
- (ii) the Grantee shall at his own expense keep, maintain and repair the Existing Footpath on the lot in good and substantial repair and condition in all respects to the satisfaction of the Director; and
- (iii) the Grantee shall permit all members of the public at all times to have free and uninterrupted access and without payment of any nature whatsoever to pass and repass on foot on, along and through the Existing Footpath on the lot leading to and from the Wilson Trail.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, costs, claims, expenses, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the Grantee's non-fulfilment of his obligations under sub-clause (b) of this Special Condition.

14. Existing Water Pumping Station

Special Condition No. (18)(a) – (c)

- (a) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing water pumping station within the lot at the approximate location of which for identification purpose only is shown edged blue and marked "PH" on PLAN I annexed hereto (hereinafter referred to as **"the Existing Water Pumping Station"**).
- (b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Water Pumping Station (such demolition and removal works are hereinafter referred to as **"the Demolition and Removal Works"**).
- (c) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence of the Existing Water Pumping Station or the carrying out of the Demolition and Removal Works 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. The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, costs, claims, expenses, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Existing Water Pumping Station and the carrying out of the Demolition and Removal Works.

15. Building covenant

Special Condition No. (21)

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 December 2026*.

16. Development conditions

Special Condition No. (23)(a)-(g)

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) the Grantee shall only erect, construct, provide and maintain upon the lot accommodation and facilities for:
- (i) private residential purposes (such accommodation and facilities are hereinafter collectively referred to as **"the Residential Accommodation"**); and
- (ii) the Railway Facilities;
- (b) 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;
- (c) 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;
- (d) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 18,135 square metres and shall not exceed 30,225 square metres.

SUMMARY OF LAND GRANT

批地文件的摘要

- (e) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 190 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may, subject to the payment by the Grantee of any premium and administrative fee as shall be determined by the Director, approve, provided that:
 - (i) machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit on condition that the design, size and disposition of the said roof-top structures are to the satisfaction of the Director; and
 - (ii) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (67)(b)(i)(II) hereof;
- (f)
 - (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected facade length of 60 metres or more;
 - (ii) sub-clause (f)(i) of this Special Condition shall not apply to the Railway Facilities; and
 - (iii) for the purpose of sub-clause (f)(i) of this Special Condition:
 - (I) the decision of the Director as to what constitutes a building shall be final and binding on the Grantee;
 - (II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;
 - (III) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Grantee; and
 - (IV) in calculating the projected facade length referred to in sub-clause (f)(i) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Grantee; and
- (g) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than the Permitted Works) shall be commenced on the lot until such approval shall have been obtained.

17. Building Set Back Areas

Special Condition No. (24)

Subject to Special Condition No. (25)(a)(i) hereof, except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, other than the Railway Facilities, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within those portions of the lot shown coloured pink hatched black, pink hatched black hatched blue and pink stippled black hatched black on PLAN I annexed hereto (hereinafter collectively referred to as "**the Building Set Back Areas**") at the ground level or levels or within the air space extending upwards from the ground level or levels of the Building Set Back Areas to a height of 15 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level or levels of the Building Set Back Areas shall be final and binding on the Grantee.

18. Drainage Reserve

Special Condition No. (25)

- (a)
 - (i) No building, structure, foundation or support for any building or structure, projection, the Railway Facilities, spaces referred to in Special Conditions Nos. (46)(a)(i), (46)(a)(iii), (46)(b)(i) and (46)(c)(i) hereof or driveway shall be erected, constructed or provided at, on, over, above, under, below or within those portions of the lot shown coloured pink hatched blue and pink hatched black hatched blue and marked "D.R." on PLAN I annexed hereto (hereinafter referred to as "**the Drainage Reserve**").
 - (ii) Notwithstanding sub-clause (a)(i) of this Special Condition, subject to Special Condition No. (24) hereof and the prior written approval of the Director,
 - (I) structure, support for any building or any structure or part of any building or any structure, projection or the Railway Facilities may be erected or constructed over or above the Drainage Reserve provided that there is a clear air space extending upwards from the ground level or levels of the Drainage Reserve to a height of not less than 5.1 metres; and
 - (II) spaces referred to in Special Conditions Nos.(46)(a)(i), (46)(a)(iii), (46)(b)(i) and (46)(c)(i) hereof or driveway may be provided on the ground level or levels of the Drainage Reserve.
 - (iii) For the purpose of sub-clause (a)(ii) of this Special Condition, the decision of the Director as to what constitutes the ground level or levels of the Drainage Reserve shall be final and binding upon the Grantee.

SUMMARY OF LAND GRANT

批地文件的摘要

- (b) The Director and his officers, contractors and agents, his or their workmen and any persons authorized by the Director (hereinafter collectively referred to as **"the authorized persons"**) with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purpose of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve (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. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or material within the Drainage Reserve 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, within such time limit as may be specified by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve. 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.
- (c) Save in respect of the reinstatement of any trench excavated in the exercise of the rights under sub-clause (b) of this Special Condition, the authorized persons 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 exercise by the authorized persons of the rights conferred under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or the authorized persons by the Grantee in respect of any such loss, damage, nuisance or disturbance.

19. Air sensitive areas

Special Condition No. (26)

Notwithstanding the user restriction stipulated in Special Condition No. (22) hereof, no air sensitive uses including but not limited to domestic use and outdoor recreational facilities such as exercise area, gardens with seats, playground, swimming pool and ball courts shall be erected, constructed or provided on, over or within those portions of the lot shown edged purple on PLAN I annexed hereto. For the purpose of this Special Condition, the decision of the Director of Environmental Protection as to what constitute air sensitive uses shall be final and binding on the Grantee.

20. Preservation of trees

Special Condition No. (27)

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.

21. Landscaping

Special Condition No. (28)

- (a) The Grantee shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
- (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as **"the Greenery Area"**) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
- (iii) The decision of the Director as to which landscaping works proposed by the Grantee constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Grantee.
- (iv) The Director at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.
- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape plan (hereinafter referred to as **"the Approved Landscape Plan"**) in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the Approved Landscape Plan shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (43)(a)(v) hereof.

SUMMARY OF LAND GRANT

批地文件的摘要

22. Operation and Maintenance of the Existing Railway Facilities and the Railway Facilities

Special Condition No. (29)(a), (c)

- (a) (i) Until completion of the Modification Works in accordance with Special Condition No. (2)(b)(iii) hereof, the Grantee shall at his own expense operate and maintain the Existing Railway Facilities for the operation of the Mass Transit Railway in all respects to the satisfaction of the Director.
- (ii) Upon completion of the Modification Works in accordance with Special Condition No. (2)(b)(iii) hereof, the Grantee shall at his own expense operate and maintain the Railway Facilities for the operation of the Mass Transit Railway in accordance with these Conditions and the Approved Building Plans (if appropriate) in all respects to the satisfaction of the Director.
- (c) For the purpose of this Special Condition, the expression "Grantee" shall mean only the person entering into and executing this Agreement or subject to Special Condition No. (31) hereof, the assignee of the Mass Transit Railway Undivided Shares referred to in Special Condition No. (32)(a) hereof.

23. Restriction on alienation of the Railway Facilities

Special Condition No. (31)

The Grantee shall not except with the prior written consent of the Director assign, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of or encumber the Railway Facilities or any part thereof or any interest therein or the Mass Transit Railway Undivided Shares referred to in Special Condition No. (32)(a) hereof or enter into any agreement so to do.

24. Provision of sales office and show flats

Special Condition No. (36)

Notwithstanding the user restriction and the maximum gross floor area permitted under Special Conditions Nos. (22) and (23)(d) hereof, the Grantee may use part or parts of the building or buildings erected or to be erected on the lot in accordance with these Conditions and erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director.

25. Recreational facilities

Special Condition No. (37)(a), (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"**):
 - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (43)(a)(v) 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 on the lot and their bona fide visitors and by no other person or persons.

26. Access to the Railway Facilities

Special Condition No. (33)

- (a) Without prejudice to the Government's right stipulated in Special Condition No. (35) hereof, in the event that any person exercises any of the rights conferred upon him by these Conditions on the Railway Facilities, the Grantee shall undertake all necessary facilitation works to facilitate or enable such person to exercise such rights and such person shall:
 - (i) not, without the consent of the Grantee (which consent shall not be unreasonably withheld), do anything which might adversely affect the operation or safety of the Mass Transit Railway and in the event of any injurious affection make reasonable compensation therefor;
 - (ii) do as little damage as possible and make reasonable compensation for all damages done; and
 - (iii) reimburse the Grantee for any expenses incurred by the Grantee in undertaking works to facilitate or enable such person to exercise such rights.

SUMMARY OF LAND GRANT

批地文件的摘要

- (b) The Grantee shall undertake all necessary facilitation works in conjunction with the works of the person referred to in sub-clause (a) of this Special Condition and such person shall:
 - (i) not, without the consent of the Grantee (which consent shall not be unreasonably withheld), require the Grantee to do anything which might adversely affect the operation or safety of the Mass Transit Railway and in the event of any injurious affection as a consequence of such person's requirement, such person shall make reasonable compensation therefor;
 - (ii) ensure that any facilitation works required by such person will do as little damage as possible and make reasonable compensation for all damages done; and
 - (iii) reimburse the Grantee for any expenses incurred by the Grantee in undertaking works to facilitate or enable such person to exercise his rights.
- (c) For the purpose of this Special Condition, the expression **"Grantee"** shall mean only the person entering into and executing this Agreement or subject to Special Condition No. (31) hereof, the assignee of the Mass Transit Railway Undivided Shares.

27. Protection of the Railway Facilities and the Railway

Special Condition No. (34)(a) – (e)

- (a) Prior to commencement of any works whatsoever on the lot, the Yellow Area, the Green Hatched Black Area referred to in Special Condition No. (53)(a) hereof and the Edged Pecked Green Area referred to in Special Condition No. (54)(a) hereof including but not limited to site investigation works, geotechnical investigations, piling or other foundation works and other civil engineering and building works, the Grantee shall consult MTR Corporation Limited (hereinafter referred to as **"MTRCL"**) so as to ensure that any such works do not damage, interfere with, obstruct or endanger any railway works, structures, facilities or installations, the Railway Facilities or the safe operation and maintenance of the railway as defined under section 2 of the Mass Transit Railway Ordinance and any extension thereto (hereinafter referred to as **"the Railway"**) (as to which the decision of the Director shall be conclusive) and if required by the Director the Grantee shall, at his own expense, take such measures and precautions as may be required by MTRCL to ensure the safety of any railway works, structures, facilities or installations, the Railway Facilities and the safe operation and maintenance of the Railway.
- (b) The Grantee shall comply with all Ordinances, by-laws and regulations relating to the Railway.
- (c) The Grantee shall not interfere in any way with the construction, use and operation of the Railway.
- (d) The Grantee shall at his own expense comply with all special requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railway.

- (e) The Grantee shall permit the Director, MTRCL and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the lot and any building or buildings erected thereon at all times with or without tools, equipment, plant, machinery or motor vehicles to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway. The Director and his duly authorized officers, servants and contractors 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 (e) and no claim or objection shall be made against him or them by the Grantee.

28. Inspection of the Railway Facilities by the Government

Special Condition No. (35)(a)

- (a) The Grantee shall throughout the term hereby agreed to be granted permit the Government, its officers, servants and agents and any other persons authorized by it or them 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 or parts thereof and any building or buildings, structure or structures erected or to be erected thereon at all reasonable times (upon giving not less than 14 days' prior notice except in the case of emergency) for the purpose of inspecting the Railway Facilities or any part of any of them.

29. Restriction on alienation before compliance

Special Condition No. (41)

Save as provided in Special Condition No. (32)(b) hereof and subject to Special Condition No. (31) hereof, prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him):

- (a) assign, part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do;
- (b) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Grantee or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Grantee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do;

SUMMARY OF LAND GRANT

批地文件的摘要

- (c) underlet the lot or any building or part of any building thereon or enter into any agreement so to do unless the tenancy or lease of the lot or any building or part of any building thereon complies with the following terms and conditions:
 - (i) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;
 - (ii) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;
 - (iii) no premium shall be paid by the tenant;
 - (iv) the rent payable shall not exceed a rack rent;
 - (v) no rent shall be payable in advance for a period greater than 12 calendar months;
 - (vi) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and
 - (vii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions; or
- (d) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one:
 - (i) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Grantee for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
 - (ii) under which such advances (in the case of work done) are to be made to the Grantee only in amounts to be certified from time to time by the authorized person (appointed by the Grantee under the Buildings Ordinance, any regulations made thereunder and any amending legislation for the development of the lot) as having been incurred by the Grantee for the development of the lot;
 - (iii) under which the Grantee, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Grantee applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following:
 - (I) all sums received by the Grantee or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) (hereinafter referred to as "**the ASP**") shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as "the Stakeholder Account");
 - (II) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director's consent; and
 - (III) the mortgagee irrevocably undertakes to the Grantee to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;
 - (iv) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and
 - (v) for the purpose only of this Special Condition, "the Stakeholder" means any solicitors firm for the time being appointed by the Grantee to act as stakeholder in respect of the purchase price under the ASP.

30. **Registration**

Special Condition No. (42)

Every assignment, mortgage, charge, underletting for more than three years or other alienation of the lot or any part thereof or any interest therein shall be registered at the Land Registry.

SUMMARY OF LAND GRANT

批地文件的摘要

31. Restriction on partitioning

Special Condition No. (44)

The Grantee shall not, without the prior written consent of the Director, partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof or any section which has been partitioned with the prior written consent of the Director under this Special Condition. Where the lot has been partitioned with such consent, the provisions in Special Condition No. (43) hereof shall be applicable to each of the sections so partitioned with the references to "the lot" under the said Special Condition being replaced and substituted by the relevant section.

32. Parking Spaces

Special Condition No. (46)(a)(i), (a)(iii), (a)(iv), (b), (c)

- (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 building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes and their bona fide guests, visitors or invitees (hereinafter referred to as **"the Residential Parking Spaces"**) at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot 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 residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 33.33 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 19.05 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 6.35 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 2.42 residential units or part thereof
Not less than 160 square metres	One space for every 1.40 residential units or part thereof

- (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 building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of one such space being provided within the lot:

- (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of two spaces for every block of residential units, or
- (II) at such other rates as may be approved by the Director.

- (iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (48) hereof) and (a)(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.

- (b) (i) Out of the spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (48) hereof) and (a)(iii) 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 (a)(iii) of this Special Condition and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for the Disabled Persons.

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

- (c) (i) Spaces shall be provided within the 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 building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes and their bona fide guests, visitors or invitees (hereinafter referred to as **"the Motor Cycle Parking Spaces"**) at a rate of one space for every 120 residential units or part thereof in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes or at such other rates as may be approved by the Director.

SUMMARY OF LAND GRANT

批地文件的摘要

- (ii) The Motor Cycle Parking Spaces (as may be varied under Special Condition No. (48) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(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.

33. **Loading and unloading requirements**

Special Condition No. (47)

- (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (48) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings or part of parts of the building or buildings erected or to be erected on the lot for private residential purposes.

34. **Restriction on alienation of the Residential Parking Spaces and the Motor Cycle Parking Spaces**

Special Condition No.(50)(a)

- (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:
 - (i) assigned except:
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes; 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 residential unit or units in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes; or
 - (ii) underlet except to residents of the residential units in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes.

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes.

35. **Common Areas**

Special Condition No.(51)

The spaces provided within the lot in accordance with Special Conditions Nos. (46)(a)(iii) and (47)(a) hereof (as may be varied under Special Condition No. (48) hereof) and the Parking Spaces for the Disabled Persons shall be designated as and form part of the Common Areas.

36. **Green Hatched Black Area**

Special Condition No. (53)

- (a) The Grantee shall 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, carry out and complete such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and such site formation, geotechnical and slope works as the Director at his absolute discretion may require on the area shown coloured green hatched black on PLAN I annexed hereto (hereinafter referred to as "**the Green Hatched Black Area**") and shall, at all times during the term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslide, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose opinion shall be final and binding on the Grantee), have also been affected. The Grantee shall at all times indemnify and keep indemnified the Government, its agents and contractors against all liabilities, losses, damages, costs, claims, expenses, charges, demands, actions and proceedings whatsoever incurred by reason of such landslide, subsidence or falling away. The Grantee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Grantee may erect fences or other barriers on the Green Hatched Black Area for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Government may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and such site formation, geotechnical and slope works as the Director at his absolute discretion may require and to maintain, reinstate and make good any land, structure or works affected by such landslide, subsidence or falling away, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Government may, after the expiry of such period, execute and carry out the required works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding on the Grantee.

SUMMARY OF LAND GRANT

批地文件的摘要

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

37. Natural terrain

Special Condition No. (54)(a), (b), (c), (d), (e), (f), (g)(ii)-(iv), (h), (i), (k), (l), (m)(i), (m)(ii), (m)(iii)

- (a) The Grantee hereby acknowledges and accepts that the lot may be affected by landslide and boulder fall hazards arising from the areas within the lot and the areas outside the lot shown edged by a pecked green line for identification purpose on PLAN I annexed hereto (hereinafter referred to as "**the Edged Pecked Green Area**") due to the nature of the natural terrain.
- (b) (i) Subject to Special Conditions Nos. (12)(a)(i) and (53)(a) hereof, the Grantee shall at his own expense carry out and complete in all respects to the satisfaction of the Director a geotechnical investigation (hereinafter referred to as "**the Investigation**") within the lot and the Edged Pecked Green Area for the purpose of studying the natural terrain landslide and boulder fall hazards.
- (ii) The findings of the Investigation shall include but not be limited to a proposal for carrying out, completing and maintaining all necessary mitigation and stabilisation works and associated works, including works to provide access for the subsequent maintenance of the completed mitigation and stabilisation works and associated works (such access is hereinafter referred to as "**the Maintenance Access**"), to be constructed within the lot and on the Edged Pecked Green Area in all respects to the satisfaction of the Director (which proposal as approved by the Director is hereinafter referred to as "**the Approved Mitigation Proposal**") to protect any building or buildings and structure or structures erected or to be erected on the lot and the residents and occupiers therein and their bona fide guests, visitors and invitees from landslide and boulder fall hazards arising from the lot or the Edged Pecked Green Area. Any access proposed outside the lot and the Edged Pecked Green Area for the subsequent maintenance of the completed mitigation and stabilisation works and associated works shall be subject to separate prior written approval of the Director and if approved, shall form part of the Maintenance Access, and the proposal for works to provide such access as approved by the Director shall form part of the Approved Mitigation Proposal.
- (iii) No ground investigation, mitigation and stabilisation works and associated works, including works for the Maintenance Access, shall be carried out on the Edged Pecked Green Area or any Government land or any part of any of them without the prior written approval of the Director.

- (c) On completion of the Investigation, the Grantee shall on or before the 31st day of December 2026* or such other date as may be approved by the Director, at his own expense carry out and complete in all respects to the satisfaction of the Director such mitigation and stabilisation works and associated works, including works for the Maintenance Access, within the lot (hereinafter collectively referred to as "**the Inside Works**") and on the Edged Pecked Green Area or any Government land (hereinafter collectively referred to as "**the Outside Works**") in accordance with the Approved Mitigation Proposal as the Director in his absolute discretion shall approve or require. No part of the lot, any building or buildings and structure or structures erected or to be erected on the lot affected by landslide and boulder fall hazards as identified in the Investigation shall be occupied by any residents or occupiers and their bona fide guests, visitors and invitees before completion of the Inside Works and the Outside Works.
- (d) For the avoidance of doubt, subject to sub-clause (f) of this Special Condition, the Grantee shall not be required to carry out further geotechnical investigation, mitigation and stabilisation works and associated works on the Edged Pecked Green Area or any Government land on completion of the Investigation and the Outside Works in all respects to the satisfaction of the Director.
- (e) The Grantee shall at his own expense register at the Land Registry against the lot a plan approved by the Director indicating the locations, nature and scope of the Inside Works and the Outside Works and the location and extent of the areas of the lot and the Government land on which the Grantee may require or be required to carry out the maintenance works, including the areas of the lot and the Government land where the Grantee may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (f) of this Special Condition (which plan is hereinafter referred to as "**the Natural Terrain Hazard Mitigation and Stabilization Works Plan**"). Such areas or floor spaces on or within which the Inside Works are carried out or to be carried out shall be designated as and form part of the Common Areas. No transaction (except the vesting of Mass Transit Railway Undivided Shares to F.S.I. under Special Condition No. (32)(b) hereof, a building mortgage under Special Condition No. (41)(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 registration.
- (f) (i) The Grantee shall, at all times during the term hereby agreed to be granted, maintain at his own expense the Inside Works and the Outside Works in good and substantial repair and conditions in all respects to the satisfaction of the Director to ensure that the Inside Works and the Outside Works shall continue to perform their designed functions. The maintenance works shall include but not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works or onto the areas of the lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan.

SUMMARY OF LAND GRANT

批地文件的摘要

- (ii) In addition to any rights or remedies the Government may have against the Grantee for breach of the Grantee's obligations to maintain the Inside Works and the Outside Works as herein provided, the Director shall be entitled by notice in writing to call upon the Grantee to carry out such maintenance works to the Inside Works and the Outside Works within such period as the Director shall in his absolute discretion deem fit. If the Grantee shall neglect or fail to comply with such notice in all respects to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Grantee shall on demand repay to the Government the cost thereof, together with such supervisory and overhead charges as may be fixed by the Director or by his duly authorized officers whose determination shall be final and binding on the Grantee.
- (g) (ii) The Grantee hereby acknowledges that as at the date of this Agreement, other than part of the reserve area surrounding the Geodetic Survey Control Station No. 128 referred to in sub-clause (m)(i) of this Special Condition is within the Edged Pecked Green Area, there are structures and footpaths existing within the Edged Pecked Green Area.
- (iii) The Grantee shall not demolish, damage, disturb, obstruct, interfere with, close, alter, divert or relocate or permit or suffered to be demolished, damaged, disturbed, obstructed, interfered with, closed, altered, diverted or relocated the structures and footpaths existing within the Edged Pecked Green Area.
- (iv) The Grantee shall at all times, in particular when carrying out the Investigation or carrying out, completing, inspecting and maintaining the Inside Works or the Outside Works, take or cause to be taken all proper and adequate care, skill and precautions in all respects to the satisfaction of the Director to avoid causing any damage, disturbance or obstruction to or interference with the structures and footpaths existing within the Edged Pecked Green Area.
- (h) In the event that as a result of or arising out of carrying out the Investigation or carrying out, inspecting, checking, supervising and maintaining the Inside Works or the Outside Works, any damage is done to the Edged Pecked Green Area or any Government land, the Grantee shall make good such damage at his own expense within such time limit as shall be determined by the Director at his absolute discretion and in all respects to the satisfaction of the Director. In the event of the non-fulfilment of the Grantee's obligations under this sub-clause (h) within the time limit as aforesaid, the Director may forthwith execute and carry out the required works and the Grantee shall on demand repay to the Government the cost thereof, together with such supervisory and overhead charges as may be fixed by the Director or by his duly authorized officers whose determination shall be final and binding on the Grantee.
- (i) The Grantee shall at all times permit the Director and his officers, contractors and agents and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (b), (c), (f) and (h) of this Special Condition and carrying out, inspecting, checking and supervising any works under sub-clauses (f)(ii) and (h) of this Special Condition or any other works which the Director may consider necessary.
- (k) The Grantee shall indemnify and keep indemnified the Government from and against all actions, proceedings, liabilities, claims, costs, losses, damages, expenses, charges and demands whatsoever arising out of or incidental to any works being carried out or having been carried out by the Grantee pursuant to the terms of this Special Condition or any omission, neglect or default by the Grantee in carrying out the Investigation or in the design, construction and maintenance of the Inside Works or the Outside Works including but without limitation to any damage to or loss of properties, loss of life and personal injuries.
- (l) Notwithstanding sub-clauses (b), (c), (f), (g) and (h) of this Special Condition, the obligations and rights of the Grantee in respect of the Edged Pecked Green Area and any Government land or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Grantee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any loss, damage, nuisance or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clauses (b), (c), (f), (g) and (h) of this Special Condition.
- (m) (i) The Grantee hereby acknowledges that as at the date of this Agreement, part of the reserve area surrounding the geodetic survey control station at the approximate location of which for identification purpose only is shown and marked "TRIG - 128" on PLAN I annexed hereto (hereinafter referred to as "**the Geodetic Survey Control Station No. 128**") is within the Edged Pecked Green Area. In the event that the operation of any machinery on the Edged Pecked Green Area impairs the proper function of any survey equipment installed at the Geodetic Survey Control Station No. 128, the Director may request the Grantee, on a mutually agreeable basis, to shut down the machinery temporarily in order to facilitate the carrying out of survey operation at the Geodetic Survey Control Station No. 128.
- (ii) The Grantee shall not carry out or permit any activities or works to be carried out on the Edged Pecked Green Area which may disturb or obstruct the Geodetic Survey Control Station No. 128 and its reference marks. If the Geodetic Survey Control Station No. 128 or any of its reference marks are so disturbed or obstructed, the Director may re-establish the same at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost of such re-establishment, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
- (iii) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, costs, claims, expenses, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the Grantee's non-fulfilment of his obligations under sub-clauses (m)(i) and (m)(ii) of this Special Condition.

SUMMARY OF LAND GRANT

批地文件的摘要

38. Cutting away

Special Condition No. (56)(a), (c), (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.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

39. Anchor maintenance

Special Condition No. (58)

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 in 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.

40. Spoil or debris

Special Condition No. (59)

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

SUMMARY OF LAND GRANT

批地文件的摘要

41. Damage to Services

Special Condition No. (60)

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, the Brown Area, the Green Area, the Yellow Hatched Black Area, the Yellow Stippled Black Area, the Yellow Area, the Green Hatched Black Area and the Edged Pecked Green Area or any part of any of them (hereinafter collectively referred to as **"the Services"**). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Brown Area, the Green Area, the Yellow Hatched Black Area, the Yellow Stippled Black Area, the Yellow Area, the Green Hatched Black Area and the Edged Pecked Green Area or any part of any of them 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, the Brown Area, the Green Area, the Yellow Hatched Black Area, the Yellow Stippled Black Area, the Yellow Area, the Green Hatched Black Area and the Edged Pecked Green Area or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

42. Construction of drains and channels and connecting drains and sewers

Special Condition No. (61)

(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

43. Sewerage impact assessment

Special Condition No.(62)(a), (b), (e)

- (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"**) on the development of the lot 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, and recommendations for mitigation measures, improvement works and other measures and works (hereinafter collectively referred to as **"the SIA Mitigation Measures"**).
- (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 SIA Mitigation Measures as recommended in the SIA and approved by the Director of Environmental Protection (hereinafter referred to as **"the Approved SIA Mitigation Measures"**) in all respects to the satisfaction of the Director of Environmental Protection and 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 Approved SIA Mitigation Measures in all respects to the satisfaction of the Director of Environmental Protection and 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.

SUMMARY OF LAND GRANT

批地文件的摘要

44. Air ventilation assessment

Special Condition No.(63)(a), (b), (d)

- (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 Planning submit or cause to be submitted to the Director of Planning for his written approval an air ventilation assessment (hereinafter referred to as "**the AVA**") on the development of the lot containing, among others, such information and particulars as the Director of Planning may require including but not limited to all potential impacts on pedestrian wind environment as may arise from the development of the lot, and proposals for air ventilation design improvement measures, mitigation measures 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 Planning carry out and implement the proposals in the AVA as approved by the Director of Planning in all respects to the satisfaction of the Director of Planning.
- (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 proposals in the AVA as approved by the Director of Planning in all respects to the satisfaction of the Director of Planning. 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.

45. Noise impact assessment

Special Condition No.(64)(a), (b)

- (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 submit or cause to be submitted to the Director for his written approval a noise impact assessment (hereinafter referred to as "**the NIA**") on the development of the lot containing, among others, such information and particulars as the Director may require including but not limited to all adverse noise impacts on the development of the lot and proposals for appropriate noise mitigation measures (hereinafter referred to as "**the Noise Mitigation Measures**").
- (b) The Grantee shall at his own expense and within such time limit as may be stipulated by the Director carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director (hereinafter referred to as "**the Approved Noise Mitigation Measures**") in all respects to the satisfaction of the Director.

46. Noise Barrier

Special Condition No. (65)(a), (b), (c), (d), (e), (h), (i), (j), (k), (m)

- (a) the Grantee shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;
- (c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
- (d) the Grantee shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director, and if temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause (d), written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
- (e) the Noise Barrier shall not be used for any purpose other than noise barrier, and the Grantee shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever except with the prior written consent of the Director;
- (h) the Grantee shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, repair, maintenance, alteration, use, demolition or removal of the Noise Barrier;
- (i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Grantee a written notice requiring the Grantee to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Grantee shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director.
- (j) in the event of the non-fulfilment of any of the Grantee's obligations under this Special Condition, the Director may carry out the necessary works and the Grantee shall pay to the Director on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee;

SUMMARY OF LAND GRANT

批地文件的摘要

- (k) the Grantee shall at all times permit the Director, his officers, contractors, his or their workmen and any other 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 thereon for the purpose of inspecting, checking and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;

(m) the Grantee shall at all times indemnify and keep indemnified the Government, the Director and his officers and workmen from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, repair, maintenance, alteration, use, demolition or removal of the Noise Barrier or in connection with the works under sub-clause (j) of this Special Condition.

47. Common Areas

Special Condition No. (67)(c)

- (c) Communal sky gardens and any other structure or floor space referred to in sub-clause (b)(i) of this Special Condition shall, if so required by the Director, be designated as and form part of the Common Areas.

48. No grave or columbarium permitted

Special Condition No. (68)

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:
Pursuant to the Letter on Concession to Building Covenant Extension dated 24th March 2022 and registered in the Land Registry by Memorial No. 22050301700013,
(1) the time limit for formation of the Green Area by the Grantee and re-delivery of the Green Area and the Yellow Hatched Black Area to the Government under the Land Grant has been extended from 30th September 2024 to 31st March 2025; and
(2) the time limit for completion of the development of the lot, formation of the Yellow Area and completion of the Inside Works and the Outside Works by the Grantee under the Land Grant has been extended from 31st December 2026 to 30th June 2027.

- Pursuant to the Letter on Concession to Building Covenant Extension dated 3rd March 2025 and registered in the Land Registry by Memorial No. 25031900940012,
(1) the time limit for re-delivery of the Yellow Hatched Black Area to the Government under the Land Grant has been further extended from 31st March 2025 to 30th September 2025; and
(2) the time limit for completion of the development of the lot, formation of the Yellow Area and completion of the Inside Works and the Outside Works by the Grantee under the Land Grant has been further extended from 30th June 2027 to 31st December 2027.

Note 2:
Capitalized words, terms and expressions shall have the same meaning as ascribed to them under the Land Grant (as defined in this section), unless otherwise defined herein.

SUMMARY OF LAND GRANT

批地文件的摘要

1. 「發展項目」位於新九龍內地段第6602號(「該地段」)。

2. 該地段由「政府」根據日期為2018年8月8日的《換地條件》第20325號(「批地文件」)批授，年期為2018年8月8日開始50年，直至2068年8月7日屆滿。

3. 用途

特別條件第(22)條

- (a) 受限於此等「批地條件」及特別受限於本特別條件(b)款之規定，該地段或其任何部分或已建或擬建於該地段的任何建築物或任何建築物部分除作私人住宅用途外，不得作任何其他用途。
- (b) 「鐵路設施」或其任何部分除用作鐵路，及作建造、使用、營運和管理鐵路附帶的用途（為免生疑問，不包括員工宿舍），及作「署長」書面批准的其他用途外(「署長」批准時可制訂其視為恰當的條款與條件，包括支付地價)，不得作任何其他用途。
- (c) 現毋損本特別條件(a)及(b)款之一般規定，該地段或其任何部分或已建或擬建於該地段的任何建築物或任何建築物部分，除遵照此等「批地條件」、「經批准的建築圖則」和本文特別條件第(28)(c)條所載「經批准的園景設計圖」的設計、建造及作原擬的用途外，不得作任何其他用途。

4. 「承批人」彌償

一般條件第4條

倘因「承批人」違反此等「批地條件」又或毗連、毗鄰土地或該地段受損或出現泥土及地下水污染，而地政總署署長認為(以下簡稱「署長」，其意見將作終論並對「承批人」約束)有關損害或泥土及地下水污染，乃因「承批人」使用該地段或建於該地段任何發展項目或重建項目或其任何部分又或「承批人」在該地段進行任何活動或執行任何其他工程所致，則不論「承批人」使用該地段、發展或重建、進行活動或執行工程乃遵從或違反此等「批地條件」，「承批人」現承諾就任何由此產生的訴訟、法律程序、責任、索求、費用、開支、損失（不論屬經濟或其他性質）及索償向「政府」作出彌償，並且保持令其獲得彌償。

5. 維修

一般條件第6條

- (a) 「承批人」須在整個批租期內遵照此等「批地條件」進行建造或重建工程(本詞指本一般條件(b)款所預期進行的重建工程)：
 - (i) 遵照經批准的設計及布局 and 任何經批准的建築圖則(不得作任何更改或修改)維修所有建築物；及
 - (ii) 維修現已或此後將會遵照此等「批地條件」或日後任何合約修訂條文建造的所有建築物，使其修繕及狀況良好及妥當，以及在批租期屆滿或提前終止時以同等的修繕及狀況交還此等建築物。
- (b) 如在批租期任何時期內拆卸該地段或其任何部分的當時現有建築物，「承批人」必須另建完好穩固的一座或多座同類型建築物，而樓面總面積不少於現有建築物或有關類型和價值經「署長」批准的一座或多座建築物以作替代。倘如上所述拆卸建築物，「承批人」須在拆卸後一(1)個曆月內向「署長」申請同意在該地段進行重建工程。「承批人」接獲同意書後，必須在三(3)個曆月內展開必要的重建工程，並在「署長」指定的期限內以「署長」滿意的方式完成重建。

6. 私家街、路及里

一般條件第8條

此等「批地條件」規定拓建的任何私家街、路及里，選址必須令「署長」滿意，並按照「署長」決定納入或不涵蓋於批租的範圍。無論屬任何情況，此等私家街、路及里必須在「政府」規定時免收費用交還「政府」。如向「政府」交還上述私家街、路及里，「政府」將進行該處的路面、路緣石、排水渠(包括污水及雨水渠)、渠道和路燈建設工程，費用由「承批人」支付，其後則以公帑維修。如上述私家街、路及里仍屬於批租範圍的一部分，「承批人」須自費在該處提供照明、路面、路緣石、排水渠、渠道及進行維修工程，以全面令「署長」滿意。「署長」可基於公眾利益按需要在該處執行或達致執行路燈安裝及維修工程，「承批人」須承擔路燈安裝工程資本費用，並且允許工人和車輛自由進出該批租範圍，以便安裝及維修路燈。

SUMMARY OF LAND GRANT

批地文件的摘要

7. 「現存鐵路設施」

特別條件第(2)(a)-(b)條

- (a) 「承批人」現確認於「本協議」訂立日，除本文特別條件第(17)(a)(i)條所載該地段的「現存行人徑」和本文特別條件第(18)(a)條所載的「現存抽水站」外，該地段內尚有某些鐵路設施，包括但不限於該地段現存的鐵路結構與設施、附屬鐵路結構與設施、通風設施及地下鐵路隧道(此等鐵路設施以下統稱「**現存鐵路設施**」)。
- (b) (i) 現為全面遵照此等「批地條件」發展該地段，「承批人」須自費修改「現存鐵路設施」，包括但不限於拆卸、清拆和搬遷「現存鐵路設施」或其任何一個或多個部分，以及在該地段內提供及建造新鐵路結構與設施、新附屬鐵路結構與設施和停泊維修及緊急車輛的車位（此等工程以下統稱「**修改工程**」）。
- (ii) 展開「修改工程」之前，「承批人」須自費向「政府」提交或達致他人向「政府」提交「修改工程」建議書，以供批核。
- (iii) 「承批人」須自費在「政府」指定的期限內，遵照經「政府」批准的建議書執行「修改工程」。
- (iv) 經過修改的「現存鐵路設施」一個或多個部分，連同並未修改的「現存鐵路設施」任何一個或多個部分以及「承批人」將會提供及建造的新鐵路結構與設施、新附屬鐵路結構與設施和停泊維修及緊急車輛的車位，以下統稱「**鐵路設施**」。

8. 「棕色範圍」及「港鐵設施」

特別條件第(4)(c)(i)、(4)(c)(ii)(I)、(4)(c)(ii)(II)、(4)(c)(ii)(III)、(4)(c)(ii)(IV)、(4)(c)(ii)(VI)、(4)(c)(ii)(VII)及(4)(c)(iii)條

- (c) (i) 該地段連帶以下的權利批授：
- (I) 有權橫過和通行該地段毗鄰的「政府」土地，約略位置及定線現於本文所夾附的「圖則 I」以棕色線顯示及標明(以下簡稱「**棕色範圍**」)，僅供識別，以便輸送為「港鐵」建造的冷卻水和供電總電源、排水及污水渠和同類設施(此等冷卻水及供電總電源、排水及污水渠和同類設施以下統稱「**港鐵設施**」)；及

- (II) 「承批人」、其承辦商、工人或任何其他獲「承批人」授權人等有權不論攜帶工具、設備、機器、機械或駕車與否，進入「棕色範圍」、毗鄰該地段的「政府」土地及毗鄰「棕色範圍」的「政府」土地，以便執行「港鐵設施」任何興建、建築、安裝、檢查、勘察、檢驗、修理、維修、更新、清拆、更換及改善工程

但須受限於本特別條件(c)(ii)款訂明的條件之規定。

- (ii) (I) 「港鐵設施」除供「港鐵」使用外，不得作任何其他用途。

- (II) 「承批人」時刻均須自費以「署長」全面滿意的方式保養、維修和修理「港鐵設施」，以保持其修繕及狀況良好及妥當。

- (III) 「承批人」時刻均須自費採取必要的防範措施，防止「棕色範圍」、毗鄰該地段的「政府」土地和毗鄰「棕色範圍」的「政府」土地或上述任何地方之任何部分，又或進入或使用「棕色範圍」、毗鄰該地段的「政府」土地和毗鄰「棕色範圍」的「政府」土地或上述任何地方之任何部分的人等，因為興建、建築、安裝、檢查、勘察、檢驗、修理、維修、更新、清拆、更換、改善、存在、使用或運作「港鐵設施」而蒙受損害或損傷。

- (IV) 如因「港鐵設施」的存在、使用或運作或因「承批人」、其承辦商、工人或經「承批人」授權的任何其他人等行使本特別條件(c)(i)(II)款等賦予的權利等，導致「棕色範圍」、毗鄰該地段的「政府」土地、毗鄰「棕色範圍」的「政府」土地或當中任何一部分遭受損害或干擾，「承批人」須在「政府」要求時向「政府」支付相等修妥此等損害或干擾並恢復「棕色範圍」、毗鄰該地段的「政府」土地、毗鄰「棕色範圍」的「政府」土地至原貌狀況的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。

- (VI) 倘因興建、建造、安裝、檢查、測量、檢驗、修理、維修、更新、清拆、更換、改善、存在、使用和運作「港鐵設施」以及因履行本特別條件(c)款所訂責任而直接或間接產生或與之相關的所有責任、損失、損害、費用、索償、開支、收費、申索、訴訟及法律程序，「承批人」須向「政府」作出彌償並保持令其獲得彌償及免責。

- (VII) 「政府」時刻均有權按「署長」視為必要，向「承批人」發出不少於十二(12)個曆月事前書面通知，完全或局部終止本特別條件(c)(i)款賦予的一項或多項權利，而毋須向「承批人」支付任何賠償款項。惟倘「署長」認為有必要重新向「承批人」提供本特別條件(c)(i)款賦予的一項或多項權利，「政府」將因應「港鐵」必要以免繳地價及免付費用的方式授予相關權利。

- (iii) 就本特別條件(c)款而言，「**承批人**」一詞僅指訂立和執行「本協議」的人士，或受限於本文特別條件第(31)條的規定，指本文特別條件第(32)(a)條所載的「港鐵不分割份數」的受讓人。

SUMMARY OF LAND GRANT

批地文件的摘要

9. 「綠色範圍」

特別條件第(5)(a)、(5)(b)條

(a) 「承批人」須：

(i) 在2024年9月30日*或之前，自費以「署長」全面滿意的方式拆卸和清拆本文所夾附「圖則I」以綠色顯示的擬建公共道路部分(以下簡稱「綠色範圍」)於「本協議」訂立日現存的建築物、構築物及地基；

(ii) 在2024年9月30日*或之前，自費以「署長」全面滿意的方式，按照「署長」批准的物料、標準、樓層、定線和設計執行下列工程：

(I) 鋪設及平整「綠色範圍」；及

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

以便於「綠色範圍」建造建築物及供車輛和行人往來；

(iii) 在2024年9月30日*或之前，自費以「署長」滿意的方式在「綠色範圍」鋪築路面、建造路緣和渠道，以及按「署長」規定為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總水喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iv) 自費維修「綠色範圍」和「構築物」並在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」的佔管權遵照本文特別條件第(6)條交還「政府」為止。

(b) 如「承批人」不在本特別條件(a)(i)、(a)(ii)及(a)(iii)款指定的期限內履行該款所訂的「承批人」責任，又或不履行本特別條件(a)(iv)款所訂的「承批人」責任，「政府」可執行必要的工程，費用由「承批人」承擔。「承批人」須在接獲要求時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。倘因「承批人」不在本特別條件(a)(i)、(a)(ii)及(a)(iii)款指定的期限內履行該款所訂的「承批人」責任，又或不履行本特別條件(a)(iv)款所訂的「承批人」責任，而直接或間接產生或與之相關的所有責任、損失、損害、費用、索償、開支、收費、申索、訴訟及法律程序，「承批人」須向「政府」作出彌償並保持令其獲得彌償及免責。

特別條件第(6)條

現為執行本文特別條件第(5)條所訂的必要工程，「承批人」將在「本協議」訂立日獲授予「綠色範圍」的佔管權。「承批人」須在2024年9月30日*或之前將「綠色範圍」交還「政府」。「承批人」佔管「綠色範圍」期間，應允許所有「政府」及公共車輛和行人於所有合理時間自由進出及通行「綠色範圍」，並確保不會因為執行本文特別條件第(5)(a)條等所訂的工程而干預或阻礙此等通行權。

特別條件第(7)條

如事前未獲「署長」書面同意，「承批人」不得使用「綠色範圍」儲物或興建任何臨時構築物，又或作執行本文特別條件第(5)(a)條所訂工程以外的任何其他用途。

特別條件第(8)(a)條

(a) 「承批人」佔管「綠色範圍」期間，須在所有合理時間：

(i) 允許「政府」、「署長」及其人員、承辦商、代理和任何獲「署長」授權人等行使權利通行、進出、往返及行經該地段和「綠色範圍」，以便檢驗、檢查和監督遵從本文特別條件第(5)(a)條執行的任何工程，以及執行、檢驗、檢查和監督本文特別條件第(5)(b)條訂明的工程及「署長」視為有必要在「綠色範圍」實施的任何其他工程；

(ii) 允許「政府」及經「政府」授權的相關公用服務公司行使權利，按「政府」或相關公用服務公司按需要通行、進出、往返和行經該地段及「綠色範圍」，以便在「綠色範圍」或任何毗鄰土地之內、其上或其下執行任何工程，包括但不限於鋪設及其後維修因提供電話、電力、氣體(如有)和其他服務擬供該地段或任何毗鄰或鄰近土地或處所使用所需的所有水管、電線、管道、電纜槽及其他導體和附屬設備。「承批人」須與「政府」以及經「政府」正式授權的相關公用服務公司充分合作，以處理所有上述在「綠色範圍」進行的工程之相關事宜；

(iii) 允許水務監督人員及彼等授權的其他人等有權按需要通行、進出、往返和行經該地段及「綠色範圍」，以執行任何關於運作、維修、修理、更換及更改「綠色範圍」內任何其他水務裝置的工程；及

(iv) 允許位於及處於該地段東北面擬名為新九龍內地段第6593號(以下簡稱「擬建N.K.I.L. 6593」)的所有一幅或一塊土地(其約略位置現於本文所夾附「圖則I」顯示並註明為“NKIL 6593”，僅供識別)的承租人、其承辦商及獲「擬建N.K.I.L. 6593」承租人授權的其他人等，按「擬建N.K.I.L. 6593」承租人、其承辦商或相關授權人等按需要通行、進出、往返和行經「綠色範圍」，以作僅限於發展「擬建N.K.I.L. 6593」的用途。

SUMMARY OF LAND GRANT

批地文件的摘要

10. 「黃色間黑斜線範圍」及「黃色加黑點範圍」

特別條件第(9)條

- (a) 現為執行本文特別條件第(5)(a)條指定的必要工程，「承批人」將在「本協議」訂立日獲授予本文所夾附「圖則I」以黃色間黑斜線顯示的範圍(以下簡稱「黃色間黑斜線範圍」)和本文所夾附「圖則I」以黃色加黑點顯示的範圍(以下簡稱「黃色加黑點範圍」)之佔管權。
- (b) 「承批人」須在2024年9月30日*或之前將「黃色間黑斜線範圍」交還「政府」，並於2020年9月30日或之前將「黃色加黑點範圍」交還「政府」。
- (c) 「承批人」佔管「黃色加黑點範圍」期間，應允許所有「政府」及公共車輛和行人於所有合理時間自由進出及通行「黃色加黑點範圍」，並確保不會因為執行不論本文特別條件第（5）（a）條等所訂的工程而干預或阻礙此等通行權。

特別條件第(10)條

如事前未獲「署長」書面同意，「承批人」不得使用「黃色間黑斜線範圍」和「黃色加黑點範圍」作儲物或搭建任何臨時構築物，又或作執行本文特別條件第(5)(a)條所訂工程以外的其他用途。

特別條件第(11)(a)條

- (a) 「承批人」佔管「黃色間黑斜線範圍」及「黃色加黑點範圍」期間，須在所有合理時間：
 - (i) 允許「政府」、「署長」及其人員、承辦商和代理及任何獲「署長」授權人等行使權利通行、進出、往返和行經該地段、「黃色間黑斜線範圍」及「黃色加黑點範圍」，以便檢驗、檢查和監督遵從本文特別條件第(5)(a)條執行的任何工程，以及執行、檢驗、檢查和監督本文特別條件第(5)(b)條訂明的工程和「署長」視為有必要在「黃色間黑斜線範圍」及「黃色加黑點範圍」實施的任何其他工程；
 - (ii) 允許「政府」及經「政府」授權的相關公用服務公司行使權利，按「政府」或相關公用服務公司按需要通行、進出、往返和行經該地段、「黃色間黑斜線範圍」及「黃色加黑點範圍」，以便在「黃色間黑斜線範圍」及「黃色加黑點範圍」或任何毗鄰土地之內、其上或其下執行任何工程，包括但不限於鋪設及其後維修因提供電話、電力、氣體(如有)和其他服務擬供該地段或任何毗鄰或鄰近土地或處所使用所必要的所有水管、電線、管道、電纜槽及其他導體和附屬設備。「承批人」須與「政府」以及經「政府」正式授權的相關公用服務公司充分合作，以處理所有上述於「黃色間黑斜線範圍」及「黃色加黑點範圍」進行的工程之相關事宜；及

- (iii) 允許水務監督人員及彼等授權的其他人等有權按需要通行、進出、往返和行經該地段、「黃色間黑斜線範圍」及「黃色加黑點範圍」，以執行任何關於運作、維修、修理、更換和更改「黃色間黑斜線範圍」及「黃色加黑點範圍」內任何其他水務裝置的工程。

11. 「黃色範圍」

特別條件第(12)(a)-(c)條

- (a) 「承批人」須在2026年12月31日*或之前，或「署長」批准的其他日期，自費以「署長」全面滿意的方式，按照「署長」批准的物料、標準、樓層、定線和設計：
 - (i) 在本文所夾附「圖則I」以黃色顯示但不包括根據港鐵地段第3號餘段租契承批的地層(不包括前述地層的黃色範圍以下簡稱「**黃色範圍**」)執行並完成「署長」全權酌情規定的土力勘探工程、斜坡處理工程、山泥傾瀉預防、緩解及補救工程，以及地盤平整、土力及斜坡工程(以下統稱「**斜坡工程**」)；
 - (ii) 在「黃色範圍」及相關斜坡、護土結構和平台進行開拓、平整、鋪築表面及排水工程，以便執行和完成「斜坡工程」；及
 - (iii) 在「黃色範圍」內建造和提供闊度不少於1.5米的行人徑（以下簡稱「**重置行人徑**」），以連接毗鄰該地段的「政府」土地上現存行人徑，從而接通名為衛奕信徑的遠足徑方便往來，約略位置於本文所夾附「圖則I」顯示並標明為“WILSON TRAIL”(以下簡稱「**衛奕信徑**」)，僅供識別

藉以遵從《建築物條例》、其任何附屬規例及任何修訂法例。

- (b) 「承批人」須自費以「署長」滿意的方式維修「黃色範圍」，連同「斜坡工程」、位於「黃色範圍」內而約略位置在本文所夾附「圖則I」顯示並標明為“FP”僅供識別的現存行人徑(以下簡稱「**黃色範圍內現存行人徑**」)和「重置行人徑」，直至「黃色範圍」佔管權遵照本文特別條件第(13)(a)條交還「政府」為止。
- (c) 如「承批人」不在本特別條件(a)款指定的期限內或在「署長」批准的其他日期履行該款所訂的「承批人」責任，又或不履行本特別條件(b)款所訂的「承批人」責任，「政府」可執行必要的工程，費用由「承批人」承擔。「承批人」須在接獲要求時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。

SUMMARY OF LAND GRANT

批地文件的摘要

特別條件第(13)條

- (a) 現僅為執行本文特別條件第(12)(a)及(12)(b)條指定的必要工程，「承批人」將在「本協議」訂立日獲授予「黃色範圍」的佔管權。「承批人」須在「政府」要求時向「政府」交還「黃色範圍」，而於任何情況下，「黃色範圍」亦會被視為在「署長」發函說明「承批人」已以其滿意的方式遵從此等「批地條件」當日交還「政府」。
- (b) 「承批人」現確認於「本協議」訂立日，除本文特別條件第(16)(a)條所載的「現存水管」外，另有一條「黃色範圍內現存行人徑」。
- (c) 在「承批人」佔管「黃色範圍」期間，
 - (i) 「承批人」不得亦不得允許或容忍他人拆卸、損壞、擾亂、阻礙、干預、關閉、更改、改道、搬遷「黃色範圍內現存行人徑」或其任何一個或多個部分；及
 - (ii) 「承批人」時刻均須採取或達致採取所有妥善及充分的護理、工藝和預防措施，特別是執行本文特別條件第(12)(a)及(12)(b)條指定的工程期間，藉此避免任何損壞、干擾、阻礙或干預「黃色範圍內現存行人徑」或其任何一個或多個部分，以令「署長」全面滿意。

特別條件第(14)條

如事前未獲「署長」書面同意，「承批人」不得使用「黃色範圍」以作儲物或搭建任何臨時構築物，又或作執行本文特別條件第(12)(a)及(12)(b)條所訂工程以外的其他用途。

特別條件第(15)(a)條

- (a) 「承批人」佔管「黃色範圍」期間：
 - (i) 必須允許「政府」、「署長」及其人員、承辦商和代理及任何獲「署長」授權人等，於所有合理時間行使權利通行、進出、往返和行經該地段及「黃色範圍」，以便檢驗、檢查及監督遵從本文特別條件第(12)(a)及(12)(b)條執行的任何工程，以及執行、檢驗、檢查及監督本文特別條件第(12)(c)條所訂的工程和「署長」視為有必要在「黃色範圍」實施的任何其他工程；
 - (ii) 時刻允許所有公眾人士自由、暢通無阻地和免付任何形式費用在、沿及經過「黃色範圍內現存行人徑」步行進出和通行以往來「衛奕信徑」；及

- (iii) 於遵照本文特別條件第(12)(a)(iii)條完成「重置行人徑」後，時刻允許所有公眾人士自由、暢通無阻地和免付任何形式費用在、沿及經過「重置行人徑」步行進出和通行以往來「衛奕信徑」。

12. 「黃色範圍」內的「現存水管」

特別條件第(16)(a)-(c)及(c)條

- (a) 「承批人」現確認於「本協議」訂立日，「黃色範圍」有一條橫跨貫越該處或鋪設於該處下的現存水管，約略位置及定線於本文所夾附「圖則I」以紅線顯示及標明(以下簡稱「**現存水管**」)，僅供識別。
- (b) 「承批人」佔管「黃色範圍」期間，
 - (i) 除非事前獲「署長」書面同意，否則「承批人」不得亦不得允許或容忍他人更改、改道或搬遷「現存水管」或其任何一個或多個部分；
 - (ii) 「承批人」不得亦不得允許或容忍他人拆卸、損壞、擾亂、移除、阻塞、干擾或關閉使用和運作「現存水管」或其任何一個或多個部分；
 - (iii) 「承批人」時刻均應採取或達致他人採取所有妥善及充分的護理、工藝和預防措施，特別是執行本文特別條件第(12)(a)及(12)(b)條指定的工程期間，藉以避免任何損壞、干擾、阻塞或干預「現存水管」或其任何一個或多個部分，以令「署長」全面滿意；及
 - (iv) 「承批人」必須允許「政府」、「署長」及其人員、承辦商和代理及任何獲「署長」授權的人等，於所有合理時間行使權利通行、進出、往返和行經該地段及「黃色範圍」，以便檢查、運作、維修、修理、改道或搬遷「現存水管」或其任何一個或多個部分。
- (c) 如事前未獲「署長」書面批准，不得執行任何影響「現存水管」運作的工程。
- (e) 倘因「承批人」不履行本特別條件(b)及(c)款所訂的「承批人」責任和不執行本文特別條件第(12)(a)及(12)(b)條所訂的工程，而直接或間接產生或與之相關的所有責任、損失、損害、費用、索償、開支、收費、申索、訴訟及法律程序，「承批人」須向「政府」作出彌償並保持令其獲得彌償及免責。

SUMMARY OF LAND GRANT

批地文件的摘要

13. 「該地段現存行人徑」

特別條件第(17)(a)(i)、(b)、(c)條

- (a) (i) 「承批人」現確認於「本協議」訂立日，本文所夾附「圖則I」以粉紅色加黑點和粉紅色加黑點間黑斜線顯示的該地段部分有現存的行人徑(以下簡稱「該地段現存行人徑」)，所有公眾人士時刻均有權自由、暢通無阻地及免付任何形式費用在、沿及經過「該地段現存行人徑」步行進出和通行以往來「衛奕信徑」。
- (b) 直至「承批人」遵照本文特別條件第(12)(a)(iii)條建成和提供「重置行人徑」，並且遵照本文特別條件第(15)(a)(iii)條所有公眾人士時刻均被允許自由及暢通無阻地在、沿及經過「重置行人徑」步行進出和通行以往來「衛奕信徑」，
- (i) 「承批人」不得亦不得允許或容忍他人拆卸、損壞、擾亂、阻礙、干擾、關閉、更改、改道或搬遷「該地段現存行人徑」或其任何一個或多個部分；
- (ii) 「承批人」須自費以「署長」全面滿意的方式保養、維修和修理「該地段現存行人徑」，以保持其修繕及狀況良好及妥當；及
- (iii) 「承批人」應允許所有公眾人士時刻自由、暢通無阻地及免付任何形式費用在、沿及經過「該地段現存行人徑」步行進出和通行以往來「衛奕信徑」。
- (c) 倘因「承批人」不履行本特別條件(b)款所訂的「承批人」責任，而直接或間接產生或與之相關的所有責任、損失、損害、費用、索償、開支、收費、申索、訴訟及法律程序，「承批人」須向「政府」作出彌償並保持令其獲得彌償及免責。

14. 「現存抽水站」

特別條件第(18)(a)-(c)條

- (a) 「承批人」現確認於「本協議」訂立日，該地段內有現存的抽水站(以下簡稱「現存抽水站」)，約略位置於本文所夾附「圖則I」以藍邊顯示並標明為“PH”，僅供識別。
- (b) 「承批人」須自費以「署長」全面滿意的方式拆卸和清拆「現存抽水站」(此等拆卸和清拆工程以下簡稱「拆卸及清拆工程」)。

- (c) 倘因「現存抽水站」的存在或因執行「拆卸及清拆工程」等令「承批人」招致或蒙受任何損失、損害、滋擾或干擾，「政府」毋須承擔任何責任或法律責任，「承批人」不得就任何此等損失、損害、滋擾或干擾向「政府」索償。倘因「現存抽水站」的存在和因執行「拆卸及清拆工程」而直接或間接產生或與之相關的所有責任、損失、損害、費用、索償、開支、收費、申索、訴訟及法律程序，「承批人」須向「政府」作出彌償並保持令其獲得彌償及免責。

15. 建築契諾

特別條件第(21)條

「承批人」須發展該地段，即全面遵從此等「批地條件」和現正或可能於任何時間在香港生效關乎建築、衛生及規劃的所有條例、附例和規例，在該處建造一座或多座建築物，並於2026年12月31日*或之前完成且可以入伙。

16. 發展條件

特別條件第(23)(a)-(g)條

受限於此等「批地條件」之規定，如該地段或其任何部分發展或重建(本詞純粹指本文一般條件第6條預期的重建工程)：

- (a) 「承批人」只可在該地段興建、建造、提供和維修樓宇及設施以便：
- (i) 私人住宅用途(該等樓宇及設施以下簡稱「住宅樓宇」)；及
- (ii) 「鐵路設施」；
- (b) 該地段任何已建或擬建的一座或多座建築物必須全面遵從《建築物條例》、其任何附屬規例及任何修訂法例；
- (c) 不可在該地段或其任何部分或此等「批地條件」訂明的該地段外任何一個或多個地方興建一座或多座建築物，亦不可發展或使用該地段或其任何部分或此等「批地條件」訂明的該地段外任何一個或多個地方，以致於沒有全面遵守《城市規劃條例》、其任何附屬規例及任何修訂法例的規定；
- (d) 該地段任何已建或擬建的一座或多座建築物的整體樓面總面積應不少於18,135平方米而不超過30,225平方米。

SUMMARY OF LAND GRANT

批地文件的摘要

- (e) 該地段任何已建或擬建的建築物或其他構築物的任何部分，連同此等建築物或構築物的任何加建物或配件(如有)，總高度不可超出香港主水平基準以上190米，或「署長」在「承批人」繳付「署長」所指定任何地價和行政費用後全權酌情批准的其他高度限制，然而：
- (i) 在建築物天台可興建或放置超出上述高度上限的機房、冷氣機、水箱、梯屋及類似的天台構築物，惟上述天台構築物必須採用「署長」滿意的設計、尺寸和布局；及
- (ii) 「署長」可全權酌情在計算建築物或構築物的高度時不計入本文特別條件第(67)(b)(i)(II)條所載的任何構築物或樓面面積；
- (f) (i) 除非事前獲「署長」書面批准，該地段任何已建或擬建的一座或一組建築物的面牆伸展長度不得達60米或以上；
- (ii) 本特別條件(f)(i)款不適用於「鐵路設施」；及
- (iii) 就本特別條件(f)(i)款而言：
- (I) 「署長」就甚麼構成建築物所作的決定將作終論並對「承批人」約束；
- (II) 該地段任何兩座已建或擬建的建築物之間的最短水平距離如不足15米，相關的兩座或多座建築物將被視作一組建築物；
- (III) 「署長」就甚麼構成該地段已建或擬建的一座或一組建築物之面牆伸展長度所作的決定將作終論並對「承批人」約束；及
- (IV) 計算本特別條件(f)(i)款所載的面牆伸展長度時，將計入任何兩座建築物之間的距離，且「署長」就計算所作的決定將作終論並對「承批人」約束；及
- (g) 該地段任何已建或擬建一座或多座建築物的設計和布局必須得到「署長」書面批准，取得該批准之前不得在該地段展開任何建築工程(「許可工程」除外)。

17. 建築物後移區

特別條件第(24)條

受限於本文特別條件第(25)(a)(i)條之規定，除非事前已獲「署長」書面同意，並且符合「署長」所施加的任何條件，包括支付「署長」規定的任何行政費用和地價，否則除「鐵路設施」外，不得在本文所夾附「圖則I」以粉紅色間黑斜線、粉紅色間黑斜線藍斜線和粉紅色加黑點間黑斜線顯示的該地段部分(以下統稱「建築物後移區」)地面或「建築物後移區」地面對上15米空域範圍內興建或建造任何建築物、構築物或任何一座或多座建築物或構築物的支承件，或外伸建築構件。就本特別條件而言，「署長」就甚麼構成「建築物後移區」地面所作的決定將作終論並對「承批人」約束。

18. 渠務專用範圍

特別條件第(25)條

- (a) (i) 本文所夾附「圖則I」以粉紅色間藍斜線和粉紅色間黑斜線藍斜線顯示並標明為“D.R.”的該地段部分(以下簡稱「渠務專用範圍」)之上、之下或橫跨其上、其下或其內均不得興建、建造或提供建築物、構築物、地基或任何建築物或構築物的支承件、外伸建築構件、「鐵路設施」或本文特別條件第(46)(a)(i)、(46)(a)(iii)、(46)(b)(i)及(46)(c)(i)條所載的地方或行車道。
- (ii) 儘管有本特別條件(a)(i)款之規定，現受限於本文特別條件第(24)條之規定，如事前獲「署長」書面批准，
- (I) 可在「渠務專用範圍」之上或橫跨其上興建或建造構築物、任何建築物或構築物或任何建築物或構築物的部分的支承件、外伸建築構件或「鐵路設施」，惟「渠務專用範圍」地面對上的淨空高度必須不少於5.1米；及
- (II) 「渠務專用範圍」地面可設置本文特別條件第(46)(a)(i)、(46)(a)(iii)、(46)(b)(i)及(46)(c)(i)條所載的地方或行車道。
- (iii) 就本特別條件(a)(ii)款而言，「署長」就甚麼構成「渠務專用範圍」地面所作的決定將作終論並對「承批人」約束。

SUMMARY OF LAND GRANT

批地文件的摘要

- (b) 「署長」及其人員、承辦商及代理和彼等的工人及獲「署長」授權人等(以下統稱「受權人士」)時刻均有自由和不受限制的權利，不論攜帶工具、設備、機器、機械或駕車與否，進出及再進出、往返和行經該地段或其任何一個或多個部分和該處任何已建或擬建的一座或多座建築物，以按照「署長」規定或授權鋪設、檢查、修理和維修橫跨、貫越「渠務專用範圍」或其下的任何排水渠、污水渠、渠道、排水設施及所有其他服務設施(以下簡稱「公用服務設施」)。「渠務專用範圍」內概不得放置任何性質的物件或物料以致阻礙通行或招致超額的「公用服務設施」附加費。如「署長」認為(「署長」的意見將作終論並對「承批人」約束)「渠務專用範圍」內有任何物件或物料阻礙通行或招致超額的「公用服務設施」附加費，「署長」有權向「承批人」發出書面通知，要求「承批人」自費於「署長」指定的期限內以「署長」全面滿意的方式拆卸或拆除此等物件或物料，並且恢復「渠務專用範圍」的原貌。倘「承批人」疏忽或未能在上述指定期限內遵從該通知，或按緊急情況需要「署長」可執行其視為必要的拆除、拆卸及還原工程，「承批人」須在接獲要求時向「政府」支付相關工程費用的款項。
- (c) 受權人士除要還原在行使本特別條件(b)款所訂權利期間挖掘的坑槽外，毋須就「承批人」或任何其他人士因受權人士行使本特別條件(b)款等所賦予權利等而產生或連帶引起招致或蒙受之任何損失、損害、滋擾或干擾承擔責任，且「承批人」不得就任何此等損失、損害、滋擾或干擾向「政府」或受權人士索償。

19. 「易受空氣污染影響範圍」

特別條件第(26)條

儘管有本文特別條件第(22)條的用途限制規定，本文所夾附「圖則I」以紫色框邊顯示的該地段部分之上或之內不得興建、建造或提供作任何易受空氣污染影響用途的地方，包括但不限於住宅用途或戶外康樂設施，例如運動區、花園連座椅、遊樂場、泳池及球場。就本特別條件而言，環境保護署署長就甚麼構成易受空氣污染影響用途所作的決定將作終論並對「承批人」約束。

20. 保護樹木

特別條件第(27)條

如事前未獲「署長」書面同意，而「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條件，概不得移除或干預任何現於該地段或毗連土地生長的樹木。

21. 園景綠化

特別條件第(28)條

- (a) 「承批人」須自費向「署長」提交園景設計圖，列明擬遵從本特別條件(b)款規定在該地段內提供各園景工程的位置、布局和排列，以供「署長」批核。
- (b) (i) 該地段須有不少於20%面積種植樹木、灌叢或其他植物。
- (ii) 本特別條件(b)(i)款所載的20%面積中，須有不少於50%(以下簡稱「綠化區」)設於「署長」全權酌情指定的位置或樓層，以確保「綠化區」在行人視線之內或可供進入該地段的任何人士或人等通行。
- (iii) 「署長」就「承批人」所建議園景工程是否如本特別條件(b)(i)款所載佔該地段20%面積所作的決定將作終論並對「承批人」約束。
- (iv) 「署長」可全權酌情接納「承批人」建議取代種植樹木、灌叢或其他植物的非種植特色。
- (c) 「承批人」須遵照經批准的園景設計圖(以下簡稱「**經批准的園景設計圖**」)，自費以「署長」全面滿意的方式在該地段執行園景工程，如事前未獲「署長」書面同意，不得對「經批准的園景設計圖」作出任何修訂、更改、改動、修改或取代。
- (d) 「承批人」其後須自費保養和維修園景工程，以保持其安全、清潔、整齊、井然及健康的狀況，全面令「署長」滿意。
- (e) 遵照本特別條件進行園景工程的一處或多處地方，一律指定並且納入本文特別條件第(43)(a)(v)條所載的「公用地方」。

22. 營運和維修「現存鐵路設施」及「鐵路設施」

特別條件第(29)(a)、(c)條

- (a) (i) 「承批人」須自費以「署長」全面滿意的方式營運和維修「現存鐵路設施」以配合「港鐵」的運作，直至「修改工程」已遵照本文特別條件第(2)(b)(iii)條完成為止。

SUMMARY OF LAND GRANT

批地文件的摘要

- (ii) 「承批人」須遵照此等「批地條件」和「經批准的建築圖則」(如情況適當)，自費以「署長」全面滿意的方式營運及維修「鐵路設施」以配合「港鐵」的運作，直至「修改工程」已遵照本文特別條件第(2)(b)(iii)條完成為止。
- (c) 就本特別條件而言，「**承批人**」一詞僅指訂立和執行「本協議」的人士，或受限於本文特別條件第(31)條的規定，指本文特別條件第(32)(a)條所載的「港鐵不分割份數」受讓人。

23. 讓與「鐵路設施」的限制規定

特別條件第(31)條

「承批人」如事前未獲「署長」書面同意，不得轉讓、按揭、押記、批租、分租、放棄管有或以其他方式處置「鐵路設施」或其任何部分或該處任何權益或本文特別條件第(32)(a)條所載的「港鐵不分割份數」又或使其負有產權負擔，亦不得訂立任何相關協議。

24. 設置售樓處及示範單位

特別條件第(36)條

儘管有本文特別條件第(22)及(23)(d)條所訂的用途限制和所允許的最大樓面總面積，「承批人」仍可遵照此等「批地條件」規定使用已建或擬建於該地段的一座或多座建築物的一個或多個部分，及在該地段某個或多個部分興建獨立的臨時結構，作為售樓處及示範單位以及進行相關的市場推廣活動，以促銷現已或將會遵照此等「批地條件」規定建於該地段的一座或多座建築物或其任何一個或多個部分，惟該售樓處及示範單位以及進行相關市場推廣活動的規模和營運期限須事前取得「署長」的書面批准。

25. 康樂設施

特別條件第(37)(a)、(c)條

- (a) 「承批人」可在該地段內興建、建造和提供經「署長」書面批准的康樂設施及該處的附屬設施(以下簡稱「該等設施」)。「該等設施」的類型、大小、設計、高度和布局亦須事前取得「署長」書面批准。
- (c) 如「該等設施」任何部分獲豁免根據本特別條件(b)款規定計入樓面總面積(以下簡稱「**豁免設施**」)：
 - (i) 「豁免設施」將指定為並構成本文特別條件第(43)(a)(v)條所載的「公用地方」一部分；

- (ii) 「承批人」須自費維修「豁免設施」，以保持其修繕及狀況良好及妥當，並運作「豁免設施」以令「署長」滿意；及
- (iii) 「豁免設施」只可供該地段任何一座或多座已建或擬建住宅大廈的住戶和彼等的真正訪客使用，任何其他人士或人等一概不得使用。

26. 「鐵路設施」通行權

特別條件第(33)條

- (a) 現毋損本文特別條件第(35)條訂明「政府」享有之權利，倘任何人士就「鐵路設施」行使此等「批地條件」所賦予的任何權利，「承批人」須執行所有必要輔助工程，以輔助或促進該名人士行使相關的權利。該名人士：
 - (i) 如未獲「承批人」同意(「承批人」不得無理拒絕同意)，不得作出任何可能對「港鐵」運作或安全有不利影響的行為，如造成任何有害影響則作出合理賠償；
 - (ii) 盡量避免造成損害，並就所有損害作出合理賠償；及
 - (iii) 償付「承批人」因實施工程以輔助或促進其行使權利所招致之任何開支。
- (b) 「承批人」須實施所有必要的輔助工程，以配合本特別條件(a)款所載人士的施工。該名人士：
 - (i) 如未獲「承批人」同意(「承批人」不得無理拒絕同意)，不得要求「承批人」作出任何可能對「港鐵」運作或安全有不利影響的行為，如因該名人士的要求而造成任何有害影響則作出合理賠償；
 - (ii) 盡量避免其要求的輔助工程造成損害，並就所有損害作出合理賠償；及
 - (iii) 償付「承批人」因實施工程以輔助或促進其行使權利所招致的任何開支。
- (c) 就本特別條件而言，「**承批人**」一詞僅指訂立和執行「本協議」的人士，或受限於本文特別條件第(31)條的規定，指「港鐵不分割份數」受讓人。

SUMMARY OF LAND GRANT

批地文件的摘要

27. 保護「鐵路設施」及「鐵路」

特別條件第(34)(a)-(c)條

- (a) 「承批人」在該地段、「黃色範圍」、本文特別條件第(53)(a)條所載的「綠色間黑斜線範圍」和本文特別條件第(54)(a)條所載的「綠色邊界虛線範圍」展開任何工程之前，包括但不限於地盤勘探工程、土力勘測、打樁或其他地基工程和其他土木工程及建築工程，必須諮詢香港鐵路有限公司(以下簡稱「**港鐵公司**」)，以確保任何此等工程不會損害、干預、阻礙或危害任何鐵路工程、構築物、設施或裝置、「鐵路設施」或《香港鐵路條例》第2條定義的鐵路(以下簡稱「**鐵路**」)之運作安全和維修(「署長」就此所作的決定將作終論)。如「署長」規定，「承批人」須自費採取「港鐵公司」要求的措施及預防措施，以確保任何鐵路工程、構築物、設施或裝置、「鐵路設施」安全和「鐵路」的運作安全及維修。
- (b) 「承批人」須遵從所有關乎「鐵路」的條例、附例及規例。
- (c) 「承批人」不得以任何方式干預「鐵路」的建築工程、使用和營運。
- (d) 「承批人」須自費遵從建築事務監督、消防處處長及所有其他相關「政府」主管當局和法定機構就與連接或毗連「鐵路」的一座或多座建築物任何一個或多個部分之建造(包括擬使用的建材)、修理及維修相關的所有特別規定。
- (e) 「承批人」時刻均應允許「署長」、「港鐵公司」及彼等正式授權的人員、傭工和承辦商行使權利，不論攜帶工具、設備、機器、機械或駕車與否，通行、進出、往返及行經該地段和該處任何已建的一座或多座建築物，以便執行與「鐵路」相關的工程及以便勘測、檢查、檢驗、維修、改善或發展。倘因行使本(e)款所賦予權利產生或連帶引致「承批人」招致或蒙受任何損失、損害、滋擾或干擾，「署長」及其正式授權的人員、傭工及承辦商概毋須就此承擔責任，「承批人」不得就此等損失、損害、滋擾或干擾向「署長」及其正式授權的人員、傭工及承辦商提出索償或異議。

28. 「政府」檢查「鐵路設施」

特別條件第(35)(a)條

- (a) 「承批人」應在本文協定的整個批地年期內，允許「政府」、其人員、傭工及代理及其他經「政府」授權的任何其他人等，在事前給予不少於十四(14)天通知(緊急情況除外)後行使權利，可在所有合理時間不論攜帶工具、設備、機器、機械或駕車與否，自由及不受限制地通行、進出、往返和行經該地段或其任何一個或多個部分，以及該地段任何已建或擬建的一座或多座建築物或構築物，以便檢查「鐵路設施」或當中任何部分。

29. 合規前讓與的限制規定

特別條件第(41)條

除本文特別條件第(32)(b)條另有規定外，並且受限於本文特別條件第(31)條，「承批人」以「署長」全面滿意的方式遵從此等「批地條件」之前，如事前未獲「署長」書面同意並且遵從「署長」所施加的任何條件(包括支付「署長」規定的費用)，不得：

- (a) 轉讓、放棄管有或以其他方式處置該地段或其任何部分或任何權益或建於該處的任何建築物或任何建築物部分(不論透過直接或間接保留、授予任何優先拒絕權利、認購權或授權書又或任何其他性質的方法、安排或文件)，亦不得訂立任何相關協議；
- (b) 根據任何現有或將來進行的有條件或無條件交易，直接或間接索取或收受，又或透過律師、代理、承辦商或受託人或透過「承批人」或其代名人直接或間接擁有股份的公司或擁有「承批人」股份等的公司索取或收受任何金錢或金錢等值或任何性質的其他有值代價，以致可以出售、轉讓或以其他方式處置該地段或其任何部分或任何權益或建於該處的任何建築物或任何建築物部分或對其構成任何影響，又或訂立任何相關協議；
- (c) 分租該地段或該處任何建築物或任何建築物部分或訂立任何相關的協議，除非該地段或該處任何建築物或任何建築物部分的租賃或租契遵從以下條款與條件：
 - (i) 租賃或租契的總年期(包括任何續租權)不超過十(10)年；
 - (ii) 租賃或租契必須待至建築事務監督簽發《建築物條例》、其任何附屬規例及任何修訂法例所訂涵蓋該租賃或租契有關的建築物或建築物部分的佔用許可證或臨時佔用許可證，方始生效；
 - (iii) 租客毋須繳納任何地價；
 - (iv) 應繳租金不得超過全額租金；
 - (v) 預付租金期限不得超過十二(12)個曆月；
 - (vi) 租約或租契或租約協議或租契協議訂明的許可用途必須遵從此等「批地條件」；及
 - (vii) 租約或租契或租約協議或租契協議的條款與條件不得與此等「批地條件」抵觸；或

SUMMARY OF LAND GRANT

批地文件的摘要

- (d) 按揭或押記該地段或其任何部分或權益，但遵照此等「批地條件」以便發展該處而按揭或押記除外，於該情況下亦僅限於採取建築按揭形式。現協議就此目的訂立的建築按揭指：
- (i) 按揭或押記該地段予《銀行業條例》第16條認可的持牌銀行或註冊接受存款公司，以作為現已或將會向「承批人」提供貸款(連同利息)的抵押。有關貸款僅可用於遵照此等「批地條件」發展該地段以及支付與發展項目和按揭相關的法律及其他專業費用(惟費用總額不得超過按揭擔保總金額百分之五(5%))，而不得作任何其他用途；

(ii) 就其所訂，向「承批人」提供的貸款(如工程已完竣)，金額只可為由認可人士(《建築物條例》、其任何附屬規例及任何修訂法例所訂由「承批人」就該地段的發展項目委任)不時核正為「承批人」因發展該地段所招致；

(iii) 就其所訂，倘「承批人」事前向「署長」申請本特別條件所訂的書面同意，以訂立任何協議處置該地段任何份數或權益連同使用和佔用該地段任何已建或擬建建築物內任何單位的專有權，則「承批人」、承按人及「保證金保存人」(定義以下文所訂為準)需要訂立協議，訂明「署長」不時指定或規定的條款與規定，包括但不限於：
- (I) 「承批人」或「保證金保存人」收取該地段任何單位、份數或權益的買賣合約(條款已獲承按人批准)(以下簡稱「買賣合約」)所訂作為售價或當中任何部分的所有款項，必須存入該地段發展項目的指定銀行賬戶，該銀行賬戶(以下簡稱「保證金保存人賬戶」)必須由「保證金保存人」聯同承按人開設、維持及運作；

(II) 除非事前獲承按人書面批准，並且遵照「買賣合約」的條款和「署長」同意書的條款，否則不得從「保證金保存人賬戶」發放任何款項；及

(III) 承按人不得撤回地向「承批人」承諾，買賣交易完成時，便會無條件解除已將「買賣合約」所訂總售價全數存入「保證金保存人賬戶」的該地段任何單位、份數或權益的建築按揭項下抵押；
- (iv) 就其所訂，「承按人」有責任並且不得撤回地承諾，買賣交易完成時，便會無條件解除已將「買賣合約」所訂總售價全數存入「保證金保存人賬戶」的該地段任何單位、份數或權益的建築按揭項下抵押；及

(v) 就本特別條件而言，「保證金保存人」指任何「承批人」當時委聘作為「買賣合約」所訂售價保存人的律師事務所。

30. 註冊

特別條件第(42)條

該地段或其任何部分或任何權益所有超過三(3)年的轉讓、按揭、押記、分租交易或其他讓與交易，必須在土地註冊處登記。

31. 禁止分劃

特別條件第(44)條

「承批人」如事前未獲「署長」書面同意，不得分劃(不論是轉讓形式或以其他方式處置)該地段或其任何部分又或先前已取得本特別條件所訂「署長」書面同意分劃的任何分段。如該地段已獲「署長」同意分劃，本文特別條件第(43)條的規定將會適用於每個已分劃分段。於上述特別條件，「該地段」一詞將替代及取代為相關分段。

32. 車位

特別條件第(46)(a)(i)、(a)(iii)、(a)(iv)、(b)、(c)條

- (a) (i) 該地段內應提供「署長」滿意的車位，以供停泊《道路交通條例》、其任何附屬規例及任何修訂法例所訂的持牌而屬於該地段已建或擬建的一座或多座作私人住宅用途的大廈或該等大廈一個或多個部分的各住戶及彼等各真正賓客、訪客或獲邀人士的車輛(以下簡稱「住宅停車位」)。配置比例將分別根據下表所列該地段已建或擬建的住宅單位面積計算，除非「署長」同意有別於下表所列的其他配置比例或數額，則屬例外：

每個住宅單位的大小	擬提供「住宅停車位」數目
少於40平方米	每33.33個住宅單位或不足此數一個車位
不少於40平方米但少於70平方米	每19.05個住宅單位或不足此數一個車位
不少於70平方米但少於100平方米	每6.35個住宅單位或不足此數一個車位
不少於100平方米但少於160平方米	每2.42個住宅單位或不足此數一個車位
不少於160平方米	每1.40個住宅單位或不足此數一個車位

SUMMARY OF LAND GRANT

批地文件的摘要

(iii) 該地段內應提供「署長」滿意的額外車位，以供停泊《道路交通條例》、其任何附屬規例及任何修訂法例所訂持牌而屬於該地段已建或擬建的一座或多座作私人住宅用途的大廈或該等大廈一個或多個部分的各住戶之真正賓客、訪客或獲邀人士的車輛。配置比例如下，但該地段內須提供最少一(1)個此類車位： (I) 如該地段任何已建或擬建的住宅單位大廈提供超過七十五(75)個住宅單位，配置比例為每座住宅單位大廈兩(2)個車位，或 (II) 採用「署長」批准的其他比例。 (iv) 本特別條件(a)(i)款所訂提供的車位(可作本文特別條件第(48)條所訂的更改)及本特別條件(a)(iii)款所訂提供的車位除作該等條款分別指定的用途外，不得作任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售等用途或提供洗車及汽車美容服務。 (b) (i) 「承批人」須按建築事務監督的規定和批准，在本特別條件(a)(i)款所訂提供(可作本文特別條件第(48)條所訂的更改)及本特別條件(a)(iii)款所訂提供的車位中，預留和指定某數目的車位以供《道路交通條例》、其任何附屬規例及任何修訂法例定義的傷殘人士停泊車輛(此等預留及指定車位以下簡稱「傷殘人士停車位」)。惟本特別條件(a)(iii)款所訂提供的車位當中須預留及指定最少一(1)個「傷殘人士停車位」，且「承批人」不得將所有本特別條件(a)(iii)款所訂提供的車位預留或指定為「傷殘人士停車位」。 (ii) 「傷殘人士停車位」除供《道路交通條例》、其任何附屬規例及任何修訂法例定義的傷殘人士停泊屬於已建或擬建於該地段的一座或多座作私人用途的住宅大廈或該等大廈的一個或多個部分的住戶和彼等各真正賓客、訪客或獲邀人士的車輛外，不得作任何其他用途，其中特別禁止用於存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。 (c) (i) 該地段內應提供「署長」滿意的車位，以供停泊《道路交通條例》、其任何附屬規例及任何修訂法例所訂持牌而屬於該地段已建或擬建的一座或多座作私人住宅用途的大廈或該等大廈一個或多個部分的各住戶及彼等各真正賓客、訪客或獲邀人士的電單車(以下簡稱「電單車停車位」)，配置比例為該地段已建或擬建的一座或多座作私人住宅用途的大廈或該等大廈一個或多個部分每120個住宅單位或不足此數一(1)個車位，或採用「署長」批准的其他比例。 (ii) 「電單車停車位」(可作本文特別條件第(48)條所訂的更改)除作本特別條件(c)(i)款訂明的用途外，不得作任何其他用途，其中特別禁止用於存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。	33. <u>上落貨物規定</u> 特別條件第(47)條 (a) 該地段內應提供「署長」滿意的車位供貨車上落貨物，比例為該地段已建或擬建的一座或多座作私人住宅用途的大廈或該等大廈一個或多個部分每800個住宅單位或不足此數一(1)個車位或採用「署長」批准的其他比例，但該地段每座已建或擬建的住宅單位大廈須設有最少一(1)個上落貨車位。上落貨車位應設於每座住宅單位大廈範圍內或毗連該處。 (b) 每個本特別條件(a)款所訂提供的車位(可作本文特別條件第(48)條所訂的更改)必須為3.5米闊及11.0米長，最低淨空高度為4.7米。此等車位除供與該地段已建或擬建的一座或多座作私人住宅用途的大廈或該等大廈一個或多個部分相關的貨車上落貨外，不得作任何其他用途。 34. <u>「住宅停車位」及「電單車停車位」讓與的限制</u> 特別條件第(50)(a)條 (a) 儘管此等「批地條件」已按照「署長」滿意的方式遵守及遵從，「住宅停車位」及「電單車停車位」仍不得被： (i) 轉讓，除非： (I) 連同賦予專有權使用和佔管該地段已建或擬建的一座或多座作私人住宅用途的大廈或該等大廈一個或多個部分之一個或多個住宅單位的不分割份數一併轉讓；或 (II) 轉讓予現時已擁有專有權使用和佔管該地段已建或擬建的一座或多座作私人住宅用途的大廈或該等大廈一個或多個部分之一個或多個住宅單位的不分割份數的人士；或 (ii) 分租(租予該地段已建或擬建的一座或多座作私人住宅用途的大廈或該等大廈一個或多個部分之住宅單位的住戶除外)。 惟於任何情況下，該地段已建或擬建的一座或多座作私人住宅用途的大廈或該等大廈的一個或多個部分之任何一個住宅單位的擁有人或住戶概不得承讓或承租合共超過三(3)個「住宅停車位」及「電單車停車位」。
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SUMMARY OF LAND GRANT

批地文件的摘要

35. 「公用地方」

特別條件第(51)條

遵照本文特別條件第(46)(a)(iii)及(47)(a)條於該地段內提供的車位(可作本文特別條件第(48)條所訂的更改)及「傷殘人士停車位」將指定為並構成「公用地方」一部分。

36. 「綠色間黑斜線範圍」

特別條件第(53)條

- (a) 「承批人」須按「署長」全權酌情規定，自費在本文所夾附「圖則I」以綠色間黑斜線顯示的範圍（以下簡稱「**綠色間黑斜線範圍**」），按照「署長」批准的方式、物料、標準、樓層、定線和設計，執行及完成「署長」全面滿意的土力勘探工程、斜坡處理工程、山泥傾瀉預防、緩解及補救工程和地盤平整、土力及斜坡工程，並在本文協定的整個批租期內時刻自費維修「綠色間黑斜線範圍」，包括該處的所有土地、斜坡處理工程、護土結構、排水及任何其他工程，以保持其修繕及狀況良好及妥當，令「署長」滿意。如「綠色間黑斜線範圍」於本文協定的整個批租期內任何時候發生山泥傾瀉、地陷或土地滑土，「承批人」必須自費以「署長」滿意的方式還原並修葺該處，而倘「署長」認為任何毗連或毗鄰地方因此受影響(「署長」的決定將作終論並對「承批人」約束)，亦須一併修妥。「承批人」時刻須就此等山泥傾瀉、地陷或土地滑土招致之所有責任、損失、損害、費用、索償、開支、收費、索求、訴訟及法律程序，向「政府」、其代理及承辦商作出彌償並保持令其獲得彌償。再者，「承批人」時刻均應確保「綠色間黑斜線範圍」無任何非法挖掘或傾倒。如事前獲「署長」書面批准，「承批人」可在「綠色間黑斜線範圍」興建圍欄或其他屏障以防止此等非法挖掘或傾倒。如有任何違反此等「批地條件」，除擁有任何其他「政府」權利或補償權外，「署長」可發出書面通知，要求「承批人」執行土力勘探工程、斜坡處理工程、山泥傾瀉預防、緩解及補救工程及按其絕對酌情權要求的地盤平整、土力及斜坡工程，以及維修、還原並修葺任何受山泥傾瀉、地陷或土地滑土影響的土地、結構或工程。如「承批人」疏忽或未能以「署長」滿意的方式在通知書訂明的期限內遵從該通知，「政府」可在期限屆滿後推行及執行所需的工程，「承批人」須在接獲要求時向「政府」支付相等有關的費用的款項。金額由「署長」釐定，其決定將作終論並對「承批人」約束。
- (b) 儘管有本特別條件(a)款的規定，如「政府」向「承批人」發出相關通知，本特別條件所訂「承批人」就「綠色間黑斜線範圍」或其任何部分的責任及權利即絕對終止。如終止權責令「承批人」蒙受任何損失、損害、滋擾、干擾或招致任何開支，「承批人」概不得向「政府」或「署長」或其授權人員申索賠償，然而，終止權責概毋損「政府」就任何之前已發生的違反、不履行或不遵守本特別條件(a)款享有之權利或補償權。

37. 天然地勢

特別條件第(54)(a)、(b)、(c)、(d)、(e)、(f)、(g)(ii)-(iv)、(h)、(i)、(k)、(l)、(m)(i)、(m)(ii)、(m)(iii)條

- (a) 「承批人」現確認並接受，鑒於天然地勢的性質，該地段可能受該地段範圍內以及本文所夾附「圖則I」以綠色虛線顯示僅供識別的該地段外地方(以下簡稱「**綠色邊界虛線範圍**」)的山泥傾瀉及礫石瀉墜風險影響。
- (b) (i) 受限於特別條件第(12)(a)(i)及(53)(a)條之規定，「承批人」須自費以「署長」全面滿意的方式，在該地段和「綠色邊界虛線範圍」內執行及完成土力勘測工程(以下簡稱「**勘測工程**」)，以供研探天然地勢山泥傾瀉及礫石瀉墜風險。
- (ii) 勘測結果應包括但不限於建議以「署長」全面滿意的方式在該地段內及「綠色邊界虛線範圍」上執行、完成和維修所有必要的緩解及穩定工程和相關工程，包括建造供日後維修已完成的緩解及穩定工程和相關工程使用的通道的工程（該通道以下簡稱「**維修通道**」）(經「署長」批准的建議以下簡稱「**經批准的緩解工程建議**」)，從而保障該地段任何已建或擬建的一座或多座建築物及構築物以及該處的住戶和佔用人及彼等各真正賓客、訪客及獲邀人士免受該地段或「綠色邊界虛線範圍」的山泥傾瀉及礫石瀉墜風險。如建議供日後維修已完成緩解及穩定工程和相關工程使用的通道位於該地段及「綠色邊界虛線範圍」外，事前須取得「署長」獨立書面批准。一旦批准即構成「維修通道」一部分，而經「署長」批准建造該通道的工程的建議將納入「經批准的緩解工程建議」一部分。
- (iii) 如事前未獲「署長」書面批准，不得在「綠色邊界虛線範圍」或任何「政府」土地或當中任何部分進行土地勘測工程、緩解及穩定工程和相關工程，包括「維修通道」的工程。
- (c) 「勘測工程」完成後，「承批人」須在2026年12月31日*或「署長」批准的其他日期或之前，自費以「署長」全面滿意的方式按「署長」全權酌情批准或規定，遵照「經批准的緩解工程建議」在該地段內執行及完成緩解及穩定工程和相關工程，包括「維修通道」的工程(以下統稱「**內部工程**」)，以及在「綠色邊界虛線範圍」或任何「政府」土地執行及完成上述工程(以下統稱「**外部工程**」)。如經「勘測工程」發現該地段任何部分或該地段任何已建或擬建的一座或多座建築物及構築物有受山泥傾瀉及礫石瀉墜風險影響，於「內部工程」及「外部工程」完成之前，任何住戶或佔用人及彼等各真正賓客、訪客或獲邀人士不得佔用相關範圍。
- (d) 為免生疑問，受限於本特別條件(f)款之規定，「勘測工程」及「外部工程」以「署長」全面滿意的方式完成後，「承批人」毋須再就「綠色邊界虛線範圍」或任何「政府」土地執行土力勘測、緩解及穩定工程和相關工程。

SUMMARY OF LAND GRANT

批地文件的摘要

- (e) 「承批人」須自費在土地註冊處登記經「署長」批核的圖則，該圖則顯示「內部工程」和「外部工程」的位置、性質及範圍，以及「承批人」可能需要或被要求執行的維修工程的該地段及「政府」土地的位置與地方的規模，包括「承批人」可能需要或被「署長」要求「承批人」執行本特別條件(f)款所訂的清理山泥傾瀉碎礫及礫石的工程之該地段及「政府」土地的地方(上述圖則以下簡稱「**天然地勢風險緩解及穩定工程圖則**」)。現已或將會執行「內部工程」的地方或樓層將指定為並構成「公用地方」一部分。註冊圖則之前，不得進行任何影響該地段或其任何部分或該地段任何已建或擬建建築物或建築物部分的交易(本文特別條件第(32)(b)條所訂將「港鐵不分割份數」授予「財政司司長法團」、本文特別條件第(41)(d)條所訂的建築按揭或「署長」批准的其他交易除外)。
- (f) (i) 「承批人」須在本文協定的整個批地年期內時刻自費維修「內部工程」及「外部工程」，以保持其修繕及狀況良好及妥當，全面令「署長」滿意，以確保「內部工程」及「外部工程」可持續履行其指定功能。維修工程應包括但不限於清理墜落「內部工程」、「外部工程」或該地段各地方或「天然地勢風險緩解及穩定工程圖則」所示「政府」土地的山泥傾瀉碎礫或礫石。
- (ii) 除「政府」可就「承批人」失責不遵照本文規定維修「內部工程」及「外部工程」享有的任何權利或補償權外，「署長」亦有權發出書面通知要求「承批人」在其全權酌情視為恰當的期限內執行關乎「內部工程」及「外部工程」的維修工程。如「承批人」疏忽或未能在通知書指定的期限內遵從通知書以全面令「署長」滿意，「署長」可即時推行及執行所需的維修工程，「承批人」須在接獲要求時向「政府」支付相關工程費用，連同該督導費用和經營費用。有關款項的金額由「署長」或其正式授權的人員釐定，其決定將作終論並對「承批人」約束。
- (g) (ii) 「承批人」現確認，於「本協議」訂立日，「綠色邊界虛線範圍」內除有本特別條件(m)(i)款所載「128號大地測量控制站」周圍的專用範圍部分外，另有其他現存的構築物及行人徑。
- (iii) 「承批人」不得亦不得允許或容忍他人拆卸、損壞、擾亂、阻礙、干預、關閉、更改、改道或搬遷位於「綠色邊界虛線範圍」的現存構築物及行人徑。
- (iv) 「承批人」時刻均須採取或達致他人採取所有妥善及充分的護理、工藝和預防措施，以全面令「署長」滿意，特別是執行「勘測工程」或執行、完成、檢查和維修「內部工程」或「外部工程」期間，以避免損壞、干擾、阻礙或干預位於「綠色邊界虛線範圍」的現存構築物及行人徑。
- (h) 如因執行「勘測工程」或執行、檢驗、檢查、監督和維修「內部工程」或「外部工程」而導致或引起「綠色邊界虛線範圍」或任何「政府」土地受損，「承批人」須自費在「署長」全權酌情指定的期限內修復，以全面令「署長」滿意。如「承批人」不在上述期限內履行本(h)款所訂的責任，「署長」可立即推行及執行所需的工程，「承批人」須在「政府」要求時向「政府」償還工程費用，連同「署長」或其正式授權人員釐定的督導費用和經營費用，「署長」及其正式授權人員的決定將作終論並對「承批人」約束。
- (i) 「承批人」時刻均須允許「署長」及其人員、承辦商及代理和任何其他經「署長」授權的人等行使權利，不論攜帶工具、設備、機器、機械或駕車與否，通行、進出、往返和行經該地段或其任何部分以及該地段任何已建或擬建的一座或多座建築物，以便檢驗、檢查和監督本特別條件(b)、(c)、(f)及(h)款所訂「承批人」需要執行的工程，以及執行、檢驗、檢查和監督本特別條件(f)(ii)及(h)款所訂的任何工程或「署長」認為必要的任何其他工程。
- (k) 倘因「承批人」正在或已經根據本特別條件的條款執行任何工程，或因「承批人」執行「勘測工程」，或於設計、建築及維修「內部工程」或「外部工程」有任何遺漏、疏忽或失責而產生或連帶引致所有訴訟、法律程序、責任、索償、費用、損失、損害、開支、收費及申索，包括但不限於財產的任何損失或損壞及人身傷亡，「承批人」須向「政府」作出彌償並保持令其獲得彌償及免責。
- (l) 儘管有本特別條件(b)、(c)、(f)、(g)及(h)款之規定，當「政府」向「承批人」發出相關通知書後，本特別條件所訂明「承批人」就「綠色邊界虛線範圍」及任何「政府」土地或其任何部分的責任和權利將絕對終止，「承批人」不得就因其責任或權利終止而蒙受的任何損失、損害、滋擾或干擾或招致的任何開支向「政府」或「署長」或其授權人員索取賠償。然而，「承批人」的責任或權利終止概毋損「政府」可就任何之前違反、不履行或不遵守本特別條件(b)、(c)、(f)、(g)及(h)款的事件享有的任何權利或補償權。
- (m) (i) 「承批人」現確認於「本協議」訂立日，本文所夾附「圖則I」顯示約略位置並標明為“TRIG — 128”僅供識別的大地測量控制站周圍的專用範圍某部分（以下簡稱「**128號大地測量控制站**」）乃位於「綠色邊界虛線範圍」內。如因在「綠色邊界虛線範圍」操作任何機器以致影響「128號大地測量控制站」裝設的任何測量器材之妥善運作，則在雙方同意的基礎上，「署長」可要求「承批人」暫時關停相關機器，以便對「128號大地測量控制站」進行測量。
- (ii) 「承批人」不得在「綠色邊界虛線範圍」進行或允許他人在該處進行任何活動或工程，以致干擾或阻礙「128號大地測量控制站」及其參考點。如「128號大地測量控制站」或其任何參考點受到干擾或阻礙，「署長」可重新設置「128號大地測量控制站」或其任何參考點，費用由「承批人」承擔。「承批人」須在「政府」要求時支付上述重置工程的費用，金額由「署長」釐定，其決定將作終論並對「承批人」約束。
- (iii) 倘因「承批人」不履行本特別條件(m)(i)及(m)(ii)款所訂其應有的責任而直接或間接產生或與之相關的所有責任、損失、損害、費用、索償、開支、收費、申索、訴訟及法律程序，「承批人」須向「政府」作出彌償並保持令其獲得彌償及免責。

SUMMARY OF LAND GRANT

批地文件的摘要

38. 削土

特別條件第(56)(a)、(c)、(d)條

- (a) 如該地段內或任何「政府」土地現時或以往曾經以便該地段或其任何部分的平整、水準測量或發展事宜與其相關的削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，或此等「批地條件」所訂規定「承批人」執行的任何其他工程或作其他用途，不論事前是否獲「署長」書面同意，「承批人」亦須在當時或嗣後任何時間，自費執行及建造必須的斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，以保護和支撐該地段內的土地及任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。「承批人」須在本文協定的整個批租年期內時刻自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，以保持其修繕及狀況良好及妥當，令「署長」滿意。
- (c) 如因「承批人」進行任何平整、水準測量、發展或其他工程或因其他事故導致或引起該地段內的任何土地或任何毗連或毗鄰「政府」土地或已批租土地發生任何滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時須就「政府」、其代理及承辦商因有關滑土、山泥傾瀉或地陷而蒙受或招致之所有費用、收費、損害、索求和索償作出彌償。
- (d) 除本文訂明可就違反任何此等「批地條件」享有的任何其他權利或補償權外，「署長」另有權向「承批人」發出書面通知，要求「承批人」執行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、及排水或輔助工程或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承批人」疏忽或不於通知書訂明的期限內以「署長」滿意的方式遵從通知書，「署長」可即時推行和執行任何必要的工程。「承批人」須在接獲要求時向「政府」償還有關的費用，連同任何行政及專業收費與費用。

39. 維修地錨

特別條件第(58)條

如該地段的發展或重建項目或其任何部分已安裝預應力地錨，「承批人」須自費在預應力地錨的整個使用周期內執行定期維修和監察，以令「署長」滿意，並且在「署長」不時全權酌情要求時提交上述監察工程的報告及資料。如「承批人」疏忽或不執行規定的監察工程，「署長」可即時推行和執行監察工程，「承批人」必須在接獲要求時向「政府」償還有關的費用。

40. 廢土或廢料

特別條件第(59)條

- (a) 如源自該地段或受該地段任何發展項目影響的其他地方之泥土、廢土、廢料、建築廢物或建材(以下簡稱「**廢物**」)侵蝕、沖流或棄置於公共小巷或道路，又或排進道路下水道、前濱或海床、污水管、雨水渠或明渠或其他「政府」產業(以下簡稱「**政府產業**」)，「承批人」必須自費清理「廢物」和修復「政府產業」受到的損害。「承批人」須就「廢物」侵蝕、沖流或棄置而導致私人物業蒙受任何損害或滋擾所產生之所有訴訟、索償和索求向「政府」彌償。
- (b) 儘管有本特別條件(a)款的規定，「署長」仍可（但無責任必須）應「承批人」要求清理「政府」物業的廢物和修復該處任何損害，「承批人」須在「政府」要求時支付有關的費用。

41. 損壞服務設施

特別條件第(60)條

「承批人」時刻均須採取或達致採取所有妥善及充份的護理、工藝和預防措施，其中尤以任何建造、維修、更新或修理工程(以下簡稱「**工程**」)施工期間為要，藉以避免損壞、干擾或阻塞位於、貫穿、跨越或在其下或毗鄰該地段、「棕色範圍」、「綠色範圍」、「黃色間黑斜線範圍」、「黃色加黑點範圍」、「黃色範圍」、「綠色間黑斜線範圍」及「綠色邊界虛線範圍」或上述各範圍當中任何部分的任何「政府」或其他現有排水渠、水道或渠道、總水喉、道路、行人道、街道傢俬、污水渠、明渠、水管、電纜、電線、公用服務設施或任何其他工程或裝置(以下統稱「**服務設施**」)。「承批人」執行任何此等「工程」之前，須進行或達致進行必須的妥善的調查和查詢，以核實「服務設施」的現時所在位置及水平位置，並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以供全面審批。直至「署長」以書面批准「工程」及上述建議書為止，「承批人」不得執行任何工程。此外，「承批人」應遵從和自費滿足「署長」給予上述批准時就「服務設施」所施加的任何規定，包括作出任何必要改道、重鋪或還原工程的費用。「承批人」須自費以「署長」全面滿意的方式修理、修復及還原「工程」(明渠、污水渠、雨水渠或總水喉例外，除非「署長」另作決定，否則此等渠道應由「署長」修復，而「承批人」須在「政府」要求時支付有關工程的費用)導致該地段、「棕色範圍」、「綠色範圍」、「黃色間黑斜線範圍」、「黃色加黑點範圍」、「黃色範圍」、「綠色間黑斜線範圍」及「綠色邊界虛線範圍」或上述各範圍當中任何部分或任何「服務設施」蒙受的任何損害、干擾或阻塞。如「承批人」不在該地段、「棕色範圍」、「綠色範圍」、「黃色間黑斜線範圍」、「黃色加黑點範圍」、「黃色範圍」、「綠色間黑斜線範圍」及「綠色邊界虛線範圍」或上述各範圍當中任何部分或任何「服務設施」執行此等必要的改道、重鋪、修理、修復及還原工程以令「署長」滿意，「署長」可按其視為必要執行此等改道、重鋪、修理、修復或還原工程，「承批人」須在「政府」要求時支付有關工程的費用。

SUMMARY OF LAND GRANT

批地文件的摘要

42. 建造排水渠及渠道和接駁排水渠及污水渠

特別條件第(61)條

- (a) 「承批人」須按「署長」視為必要，自費以「署長」滿意的方式在該地段邊界範圍內或「政府」土地上建造和維修排水渠及渠道，以截流和引流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。倘此等暴雨水或雨水造成任何損害或滋擾，以致產生的所有訴訟、索償及索求，「承批人」必須承擔全責並向「政府」及其人員作出彌償。
- (b) 接駁該地段任何排水渠及污水管至已鋪設和啟用之「政府」雨水渠及污水管的工程可由「署長」負責執行。「署長」毋須就由此引起的任何損失或損害向「承批人」承擔責任，而「承批人」接獲「政府」要求時須向「政府」支付此等接駁工程的費用。或者，「承批人」可自費以「署長」滿意的方式執行上述接駁工程。於該情況下，位於「政府」土地範圍內的上述接駁工程部分將由「承批人」自費維修，如「政府」發出要求，「承批人」須將此等工程部分移交「政府」，日後由「政府」自費維修，「承批人」並須在「政府」要求時向「政府」支付上述接駁工程的技術審核費用。如「承批人」不維修建於「政府」土地內的上述接駁工程任何部分，「署長」可執行其視為必要的維修工程，「承批人」須在「政府」要求時支付有關工程的費用。

43. 污水系統影響評估報告

特別條件第(62)(a)、(b)及(c)條

- (a) 「承批人」須在「本協議」訂立日起六(6)個曆月內或「署長」批准的其他期限內，自費以環境保護署署長全面滿意的方式，向環境保護署署長提交或達致他人提交該地段發展項目的污水系統影響評估報告(以下簡稱「**SIA**」)，以供環境保護署署長書面批核，內容其中包括環境保護署署長規定的資料和詳情，包括但不限於發展該地段可能引致的所有不良污水系統影響，以及緩解措施、改善工程和其他措施與工程的建議(以下簡稱「**SIA緩解措施**」)。
- (b) 「承批人」須自費在環境保護署署長指定的期限內，以環境保護署署長及渠務署署長全面滿意的方式執行及實施「SIA」建議並經環境保護署署長批核的「SIA緩解措施」(以下簡稱「**經批准的SIA緩解措施**」)。
- (c) 為免生疑問及毋損本文一般條件第2及3條之一般規定，「承批人」現明確確認及同意，其須獨自承擔全責，自費以環境保護署署長和渠務署署長全面滿意的方式執行及實施「經批准的SIA緩解措施」。倘因履行本特別條件等所訂的責任而招致或連帶令「承批人」招致或蒙受任何費用、損害或損失，「政府」及其人員概不承擔任何責任、義務或法律責任，「承批人」不得就任何此等費用、損害或損失向「政府」或其人員索償。

44. 空氣流通評估報告

特別條件第(63)(a)、(b)、(d)條

- (a) 「承批人」須在「本協議」訂立日起六(6)個曆月內或「署長」批准的其他期限，自費以規劃署署長全面滿意的方式提交或達致他人向規劃署署長提交該地段發展項目的一份空氣流通評估報告(以下簡稱「**AVA**」)，內容其中應包括規劃署署長規定的資料和詳情，包括但不限於發展該地段可能對行人風場環境構成的所有潛在影響、及空氣流通設計改善措施、緩解措施及其他措施和工程的建議，以供規劃署署長書面批核。
- (b) 「承批人」須自費以規劃署署長全面滿意的方式在其指定的期限內執行和實施經規劃署署長批核的「AVA」所載建議。
- (d) 為免生疑問及毋損本文一般條件第2及3條之一般規定，「承批人」現明確確認及同意，其應獨自承擔全責，自費以規劃署署長全面滿意的方式執行和實施規劃署署長批准的「AVA」建議。倘因履行本特別條件等所訂的責任而招致或連帶令「承批人」招致或蒙受任何費用、損害或損失，「政府」及其人員概不承擔任何責任、義務或法律責任，「承批人」不得就任何此等費用、損害或損失向「政府」或其人員索償。

45. 噪音影響評估報告

特別條件第(64)(a)、(b)條

- (a) 「承批人」須在「本協議」訂立日起六(6)個曆月內或「署長」批准的其他期限內，自費以「署長」全面滿意的方式，向「署長」提交或達致他人提交該地段發展項目的一份噪音影響評估報告(以下簡稱「**NIA**」)，內容其中包括「署長」規定的資料和詳情，包括但不限於對該地段發展項目的所有不良噪音影響，以及恰當噪音緩解措施(以下簡稱「**噪音緩解措施**」)的建議，以供「署長」書面批核。
- (b) 「承批人」須自費在「署長」指定的期限內，以「署長」全面滿意的方式執行和實施經「署長」批核的「NIA」所載的建議「噪音緩解措施」(以下簡稱「**經批准的噪音緩解措施**」)。

46. 隔音屏障

特別條件第(65)(a)、(b)、(c)、(d)、(e)、(h)、(i)、(j)、(k)及(m)條

- (a) 「承批人」須自費遵照建築事務監督批准的圖則和全面遵從《建築物條例》、其任何附屬規例及任何修訂法例設計、興建和建造「隔音屏障」；

SUMMARY OF LAND GRANT

批地文件的摘要

(b)	不可在任何毗鄰該地段的「政府」土地之上、其內或其下興建「隔音屏障」的地基或支承件；
(c)	如事前未獲「署長」書面批准，不得在「隔音屏障」或其任何一個或多個部分進行或安裝改建、加建、更換或附件工程；
(d)	「承批人」時刻均須自費保養、維修和修理「隔音屏障」或(如「署長」批准)其更換件，以保持其修繕及狀況良好及妥當，全面令「署長」滿意。如執行本(d)款的任何工作需要暫時禁止車輛通行或改道，必須在施工前徵取得運輸署署長書面同意臨時交通安排；
(e)	「隔音屏障」除作隔音屏障外，不得作任何其他用途。如事前未獲「署長」書面同意，「承批人」不得使用或容忍、准許他人使用「隔音屏障」或其任何一個或多個部分作廣告或展示任何招牌、告示或海報；
(h)	「承批人」時刻均須採取必要的預防措施，以防止因興建、建造、修理、維修、更改、使用、拆卸或清拆「隔音屏障」而導致任何毗鄰該地段的「政府」土地和「隔音屏障」又或任何進入或使用毗鄰該地段的「政府」土地及「隔音屏障」的任何人士或車輛損壞或損傷；
(i)	「署長」時刻可全權酌情行使權利，向「承批人」發出書面通知，要求「承批人」在接獲書面通知當日起六(6)個曆月內拆卸及清拆伸延至「政府」土地的「隔音屏障」一個或多個部分，並且不裝設任何更換件。「承批人」須在上述通知書指定的期限內，自費以「署長」全面滿意的方式拆卸及清拆上述「隔音屏障」的一個或多個部分。
(j)	如「承批人」不履行本特別條件所訂的「承批人」責任，「署長」可執行必要的工程。「承批人」須在接獲要求時向「署長」支付相等於工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束；
(k)	「承批人」時刻均須允許「署長」、其人員、承辦商或彼等的工人和任何其他經「署長」授權的人等行使自由及不受限制的權利，不論攜帶工具、設備、機器、機械或駕車與否，通行、進出、往返和行經該地段或其任何部分以及該地段任何已建或擬建的一座或多座建築物，以便檢驗、檢查和監督任何遵照本特別條件(a)、(d)及(i)款指定執行的工程，以及遵照本特別條件(j)款所訂執行的任何工程或「署長」認為必要的任何其他工程；
(m)	倘因興建、建造、修理、維修、更改、使用、拆卸或清拆「隔音屏障」或因其存在，又或與本特別條件(j)款所訂的工程相關，而直接或間接產生或與之相關的所有責任、損失、損害、索償、開支、費用、收費、申索、訴訟及法律程序，「承批人」須時刻向「政府」、「署長」及其人員和工人作出彌償並保持令其獲得彌償及免責。

47.	<u>「公用地方」</u>
	<u>特別條件第(67)(c)條</u>
(c)	如「署長」規定，公共空中花園及本特別條件(b)(i)款所載的任何其他構築物或樓面面積將指定為並構成「公用地方」一部分。
48.	<u>禁止建造墳墓或骨灰龕</u>
	<u>特別條件第(68)條</u>
	該地段不得興建或建造任何墳墓或骨灰龕，亦不得安葬或放置任何人類或動物遺體，不論屬陶泥金塔或骨灰盅等。
	*註1： 根據日期為2022年3月24日並於土地註冊處登記為《註冊摘要》第22050301700013號的《延長建築契諾特許書》， (1) 遵照「批地文件」規定由「承批人」平整「綠色範圍」以及將「綠色範圍」和「黃色間黑斜線範圍」交還「政府」的期限已由2024年9月30日延長至2025年3月31日；及 (2) 遵照「批地文件」規定由「承批人」在該地段完成發展項目、平整「黃色範圍」及完成「內部工程」和「外部工程」的期限已由2026年12月31日延長至2027年6月30日。
	根據日期為2025年3月3日並在土地註冊處登記為《註冊摘要》第25031900940012號的《延長建築契諾特許書》， (1) 遵照「批地文件」由「承批人」將「黃色間黑斜線範圍」交還「政府」的期限已由2025年3月31日再延長至2025年9月30日；及 (2) 遵照「批地文件」規定由「承批人」在該地段完成發展項目、平整「黃色範圍」及完成「內部工程」和「外部工程」的期限已由2027年6月30日再延長至2027年12月31日。
	註2： 除本文另行定義外，加上引號的詞語、詞彙和字組將給予「批地文件」(以本節定義為準)所訂的相同涵義。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

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

1. Green Area

Provisions of Conditions of Exchange No.20325 dated 8th August 2018 (“the Land Grant”):

Please refer to Special Conditions Nos. (5)(a), (6), (7), (9), the full provisions of which have been set out in Part F of this section.

Provisions of the draft Deed of Mutual Covenant and Management Agreement (“the DMC”):

Nil

2. Yellow Area, the Slope Works and the Re-provision Footpath

Provisions of the Land Grant:

Please refer to Special Conditions Nos. (12)(a), (12)(b), (13), (14), (15)(a), the full provisions of which have been set out in Part F of this section.

Provisions of the DMC:

Nil

3. Green Hatched Black Area

Provisions of the Land Grant:

Please refer to Special Condition No. (53), the full provisions of which have been set out in Part F of this section.

Provisions of the DMC:

Please refer to the following, the full provisions of which have been set out in Part G of this section:

Section B – Definition of “Green Hatched Black Area”

Section E – Clause 16

Section I – Clauses 1(b)(xv), 1(b)(xvi)

Section J – Clauses 2(a)(i), 4(i)(i)

4. Edged Pecked Green Area

Provisions of the Land Grant:

Please refer to Special Conditions Nos. (54)(a), (b), (c), (d), (e), (f), (l), (m)(i), (m)(ii), the full provisions of which have been set out in Part F of this section.

Provisions of the DMC:

Please refer to the following, the full provisions of which have been set out in Part G of this section:

Section B – Definitions of “Edged Pecked Green Area”, “Inside Works” and “Outside Works”

Section E – Clauses 17, 18

Section I – Clauses 1(b)(xv), 1(b)(xvi)

Section J – Clauses 2(a)(i), 4(i)(i)

B. Description of any facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development

1. Green Area

Provisions of the Land Grant:

Please refer to Special Conditions Nos. (5)(a), (6), (7), (9), the full provisions of which have been set out in Part F of this section.

Provisions of the DMC:

Nil

2. Yellow Area, the Slope Works and the Re-provision Footpath

Provisions of the Land Grant:

Please refer to Special Conditions Nos. (12)(a), (12)(b), (13), (14), (15)(a), the full provisions of which have been set out in Part F of this section.

Provisions of the DMC:

Nil

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

3. <u>Green Hatched Black Area</u> Provisions of the Land Grant: Please refer to Special Condition No. (53), the full provisions of which have been set out in Part F of this section. Provisions of the DMC: Please refer to the following, the full provisions of which have been set out in Part G of this section: Section B – Definition of “Green Hatched Black Area” Section E – Clause 16 Section I – Clauses 1(b)(xv), 1(b)(xvi) Section J – Clauses 2(a)(i), 4(i)(i) 4. <u>Existing Footpath on the lot</u> Provisions of the Land Grant: Please refer to Special Conditions Nos. (17)(a)(i), (17)(b), the full provisions of which have been set out in Part F of this section. Provisions of the DMC: Nil 5. <u>Edged Pecked Green Area</u> Provisions of the Land Grant: Please refer to Special Conditions Nos. (54)(a), (b), (c), (d), (e), (f), (l), (m)(i), (m)(ii), the full provisions of which have been set out in Part F of this section. Provisions of the DMC: Please refer to the following, the full provisions of which have been set out in Part G of this section: Section B – Definitions of “Edged Pecked Green Area”, “Inside Works” and “Outside Works” Section E – Clauses 17, 18 Section I – Clauses 1(b)(xv), 1(b)(xvi) Section J – Clauses 2(a)(i), 4(i)(i)	C. Any open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development Not applicable D. Description of any part of the land (on which the development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F) Not applicable In relation to any of those facilities and open spaces, and those parts of the land, mentioned in Part A to Part 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 Part B or Part 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 in the Development, 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. E. A plan that shows the location of those facilities and open spaces, and those parts of the land, mentioned in Part A to Part D above Please see the plan(s) appended at the end of this section. F. Provisions of the Land Grant that concern those facilities and open spaces, and those parts of the land, mentioned in Part A to Part D above 1. Special Condition No.(5)(a) of the Land Grant stipulates that: “(a) The Grantee shall: (i) on or before the 30th day of September 2024*, at his own expense and in all respects to the satisfaction of the Director demolish and remove the buildings, structures and foundations existing on that portion of future public roads shown coloured green on PLAN I annexed hereto (hereinafter referred to as "the Green Area") as at the date of this Agreement;
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INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (ii) on or before the 30th day of September 2024*, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
- (I) lay and form the Green Area; and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "**the Structures**")
- so that building, vehicular and pedestrian traffic may be carried on the Green Area;
- (iii) on or before the 30th day of September 2024*, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iv) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No. (6) hereof."
2. Special Condition No.(6) of the Land Grant stipulates that:
- "For the purpose only of carrying out the necessary works specified in Special Condition No. (5)(a) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government by the Grantee on or before the 30th day of September 2024*. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (5)(a) hereof or otherwise."
3. Special Condition No.(7) of the Land Grant stipulates that:
- "The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (5)(a) hereof."
4. Special Condition No.(9) of the Land Grant stipulates that:
- "(a) For the purpose only of carrying out the necessary works specified in Special Condition No. (5)(a) hereof, the Grantee shall on the date of this Agreement be granted possession of the area shown coloured yellow hatched black on PLAN I annexed hereto (hereinafter referred to as "**the Yellow Hatched Black Area**") and the area shown coloured yellow stippled black on PLAN I annexed hereto (hereinafter referred to as "**the Yellow Stippled Black Area**").
- (b) The Yellow Hatched Black Area shall be re-delivered to the Government by the Grantee on or before the 30th day of September 2024* and the Yellow Stippled Black Area shall be re-delivered to the Government by the Grantee on or before the 30th day of September 2020.
- (c) The Grantee shall at all reasonable times while he is in possession of the Yellow Stippled Black Area allow free access over and along the Yellow Stippled Black Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (5)(a) hereof or otherwise."
5. Special Conditions Nos.(12)(a), (12)(b) of the Land Grant stipulate that:
- "(a) The Grantee shall on or before the 31st day of December 2026* 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 in all respects to the satisfaction of the Director:
- (i) carry out and complete such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and such site formation, geotechnical and slope works as the Director at his absolute discretion may require (hereinafter collectively referred to as "the Slope Works") on the area shown coloured yellow on PLAN I annexed hereto except those underground strata thereof held under the lease of The Remaining Portion of Mass Transit Railway Lot No. 3 (which said yellow area excepted as aforesaid is hereinafter referred to as "**the Yellow Area**");
- (ii) lay, form, surface and drain the Yellow Area and the associated slopes, retaining structures and platforms for the purpose of carrying out and completing the Slope Works; and
- (iii) construct and provide within the Yellow Area a footpath with a width of not less than 1.5 metres (hereinafter referred to as "**the Re-provision Footpath**") to link up the existing footpath on the Government land adjoining the lot so as to provide access leading to and from a trail known as Wilson Trail which approximate location for identification purpose only is shown and marked "WILSON TRAIL" on PLAN I annexed hereto (hereinafter referred to as "**the Wilson Trail**")

in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation.

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (b) The Grantee shall maintain at his own expense the Yellow Area together with the Slope Works, the existing footpath on the Yellow Area which approximate location for identification purpose only is shown and marked "FP" on PLAN I annexed hereto (hereinafter referred to as "**the Existing Footpath on the Yellow Area**") and the Re-provision Footpath to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Special Condition No. (13)(a) hereof."
6. Special Condition No.(13) of the Land Grant stipulates that:
- "(a) For the purposes only of carrying out the necessary works specified in Special Conditions Nos. (12)(a) and (12)(b) hereof, the Grantee shall on the date of this Agreement be granted possession of the Yellow Area. The Yellow Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (b) The Grantee hereby acknowledges that as at the date of this Agreement, other than the Existing Water Pipeline referred to in Special Condition No. (16)(a) hereof, there is the Existing Footpath on the Yellow Area.
- (c) While the Grantee is in possession of the Yellow Area,
- (i) the Grantee shall not demolish, damage, disturb, obstruct, interfere with, close, alter, divert or relocate or permit or suffer to be demolished, damaged, disturbed, obstructed, interfered with, closed, altered, diverted or relocated the Existing Footpath on the Yellow Area or any part or parts thereof; and
- (ii) the Grantee shall at all times, in particular when carrying out the works specified in Special Conditions Nos. (12)(a) and (12)(b) hereof, take or cause to be taken all proper and adequate care, skill and precautions in all respects to the satisfaction of the Director to avoid causing any damage, disturbance or obstruction to or interference with the Existing Footpath on the Yellow Area or any part or parts thereof."
7. Special Condition No.(14) of the Land Grant stipulates that:
- "The Grantee shall not without the prior written consent of the Director use the Yellow Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Conditions Nos. (12)(a) and (12)(b) hereof."
8. Special Condition No.(15)(a) of the Land Grant stipulates that:
- "(a) While the Grantee is in possession of the Yellow Area, the Grantee shall:
- (i) at all reasonable times permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Conditions Nos. (12)(a) and (12)(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (12)(c) hereof and any other works which the Director may consider necessary in the Yellow Area;
- (ii) at all times permit all members of the public to have free and uninterrupted access and without payment of any nature whatsoever to pass and repass on foot on, along and through the Existing Footpath on the Yellow Area leading to and from the Wilson Trail; and
- (iii) at all times after the completion of the Re-provision Footpath in accordance with Special Condition No. (12)(a)(iii) hereof permit all members of the public to have free and uninterrupted access and without payment of any nature whatsoever to pass and repass on foot on, along and through the Re-provision Footpath leading to and from the Wilson Trail."
9. Special Conditions Nos.(17)(a)(i), (17)(b) of the Land Grant stipulate that:
- "(a)(i) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing footpath on those portions of the lot shown coloured pink stippled black and pink stippled black hatched black on PLAN I annexed hereto (hereinafter referred to as "**the Existing Footpath on the lot**") and all members of the public at all times have free and uninterrupted access and without payment of any nature whatsoever to pass and repass on foot on, along and through the Existing Footpath on the lot leading to and from the Wilson Trail.
- (b) Until the Re-provision Footpath shall have been constructed and provided by the Grantee in accordance with Special Condition No. (12)(a)(iii) hereof and all members of the public at all times are permitted to have free and uninterrupted access to pass and repass on foot on, along and through the Re-provision Footpath leading to and from the Wilson Trail in accordance with Special Condition No. (15)(a)(iii) hereof,
- (i) the Grantee shall not demolish, damage, disturb, obstruct, interfere with, close, alter, divert or relocate or permit or suffer to be demolished, damaged, disturbed, obstructed, interfered with, closed, altered, diverted or relocated the Existing Footpath on the lot or any part or parts thereof;
- (ii) the Grantee shall at his own expense keep, maintain and repair the Existing Footpath on the lot in good and substantial repair and condition in all respects to the satisfaction of the Director; and

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

(iii) the Grantee shall permit all members of the public at all times to have free and uninterrupted access and without payment of any nature whatsoever to pass and repass on foot on, along and through the Existing Footpath on the lot leading to and from the Wilson Trail.”

10. Special Condition No.(53) of the Land Grant stipulates that:

"(a) The Grantee shall 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, carry out and complete such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and such site formation, geotechnical and slope works as the Director at his absolute discretion may require on the area shown coloured green hatched black on PLAN I annexed hereto (hereinafter referred to as **"the Green Hatched Black Area"**) and shall, at all times during the term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose opinion shall be final and binding on the Grantee), have also been affected. The Grantee shall at all times indemnify and keep indemnified the Government, its agents and contractors against all liabilities, losses, damages, costs, claims, expenses, charges, demands, actions and proceedings whatsoever incurred by reason of such landslip, subsidence or falling away. The Grantee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Grantee may erect fences or other barriers on the Green Hatched Black Area for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Government may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and such site formation, geotechnical and slope works as the Director at his absolute discretion may require and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Government may, after the expiry of such period, execute and carry out the required works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding on the Grantee.

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

11. Special Conditions Nos. (54)(a), (b), (c), (d), (e), (f), (l), (m)(i), (m)(ii) of the Land Grant stipulate that:

"(a) The Grantee hereby acknowledges and accepts that the lot may be affected by landslide and boulder fall hazards arising from the areas within the lot and the areas outside the lot shown edged by a pecked green line for identification purpose on PLAN I annexed hereto (hereinafter referred to as **"the Edged Pecked Green Area"**) due to the nature of the natural terrain.

(b) (i) Subject to Special Conditions Nos. (12)(a)(i) and (53)(a) hereof, the Grantee shall at his own expense carry out and complete in all respects to the satisfaction of the Director a geotechnical investigation (hereinafter referred to as **"the Investigation"**) within the lot and the Edged Pecked Green Area for the purpose of studying the natural terrain landslide and boulder fall hazards.

(ii) The findings of the Investigation shall include but not be limited to a proposal for carrying out, completing and maintaining all necessary mitigation and stabilisation works and associated works, including works to provide access for the subsequent maintenance of the completed mitigation and stabilisation works and associated works (such access is hereinafter referred to as **"the Maintenance Access"**), to be constructed within the lot and on the Edged Pecked Green Area in all respects to the satisfaction of the Director (which proposal as approved by the Director is hereinafter referred to as **"the Approved Mitigation Proposal"**) to protect any building or buildings and structure or structures erected or to be erected on the lot and the residents and occupiers therein and their bona fide guests, visitors and invitees from landslide and boulder fall hazards arising from the lot or the Edged Pecked Green Area. Any access proposed outside the lot and the Edged Pecked Green Area for the subsequent maintenance of the completed mitigation and stabilisation works and associated works shall be subject to separate prior written approval of the Director and if approved, shall form part of the Maintenance Access, and the proposal for works to provide such access as approved by the Director shall form part of the Approved Mitigation Proposal.

(iii) No ground investigation, mitigation and stabilisation works and associated works, including works for the Maintenance Access, shall be carried out on the Edged Pecked Green Area or any Government land or any part of any of them without the prior written approval of the Director.

(c) On completion of the Investigation, the Grantee shall on or before the 31st day of December 2026* or such other date as may be approved by the Director, at his own expense carry out and complete in all respects to the satisfaction of the Director such mitigation and stabilisation works and associated works, including works for the Maintenance Access, within the lot (hereinafter collectively referred to as **"the Inside Works"**) and on the Edged Pecked Green Area or any Government land (hereinafter collectively referred to as **"the Outside Works"**) in accordance with the Approved Mitigation Proposal as the Director in his absolute discretion shall approve or require. No part of the lot, any building or buildings and structure or structures erected or to be erected on the lot affected by landslide and boulder fall hazards as identified in the Investigation shall be occupied by any residents or occupiers and their bona fide guests, visitors and invitees before completion of the Inside Works and the Outside Works.

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (d) For the avoidance of doubt, subject to sub-clause (f) of this Special Condition, the Grantee shall not be required to carry out further geotechnical investigation, mitigation and stabilisation works and associated works on the Edged Pecked Green Area or any Government land on completion of the Investigation and the Outside Works in all respects to the satisfaction of the Director.
- (e) The Grantee shall at his own expense register at the Land Registry against the lot a plan approved by the Director indicating the locations, nature and scope of the Inside Works and the Outside Works and the location and extent of the areas of the lot and the Government land on which the Grantee may require or be required to carry out the maintenance works, including the areas of the lot and the Government land where the Grantee may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (f) of this Special Condition (which plan is hereinafter referred to as "**the Natural Terrain Hazard Mitigation and Stabilization Works Plan**"). Such areas or floor spaces on or within which the Inside Works are carried out or to be carried out shall be designated as and form part of the Common Areas. No transaction (except the vesting of Mass Transit Railway Undivided Shares to F.S.I. under Special Condition No. (32)(b) hereof, a building mortgage under Special Condition No. (41) (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 registration.
- (f) (i) The Grantee shall, at all times during the term hereby agreed to be granted, maintain at his own expense the Inside Works and the Outside Works in good and substantial repair and conditions in all respects to the satisfaction of the Director to ensure that the Inside Works and the Outside Works shall continue to perform their designed functions. The maintenance works shall include but not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works or onto the areas of the lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan.
- (ii) In addition to any rights or remedies the Government may have against the Grantee for breach of the Grantee's obligations to maintain the Inside Works and the Outside Works as herein provided, the Director shall be entitled by notice in writing to call upon the Grantee to carry out such maintenance works to the Inside Works and the Outside Works within such period as the Director shall in his absolute discretion deem fit. If the Grantee shall neglect or fail to comply with such notice in all respects to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Grantee shall on demand repay to the Government the cost thereof, together with such supervisory and overhead charges as may be fixed by the Director or by his duly authorized officers whose determination shall be final and binding on the Grantee.
- (l) Notwithstanding sub-clauses (b), (c), (f), (g) and (h) of this Special Condition, the obligations and rights of the Grantee in respect of the Edged Pecked Green Area and any Government land or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Grantee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any loss, damage, nuisance or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clauses (b), (c), (f), (g) and (h) of this Special Condition.

- (m) (i) The Grantee hereby acknowledges that as at the date of this Agreement, part of the reserve area surrounding the geodetic survey control station at the approximate location of which for identification purpose only is shown and marked "TRIG - 128" on PLAN I annexed hereto (hereinafter referred to as "**the Geodetic Survey Control Station No. 128**") is within the Edged Pecked Green Area. In the event that the operation of any machinery on the Edged Pecked Green Area impairs the proper function of any survey equipment installed at the Geodetic Survey Control Station No. 128, the Director may request the Grantee, on a mutually agreeable basis, to shut down the machinery temporarily in order to facilitate the carrying out of survey operation at the Geodetic Survey Control Station No. 128.
- (ii) The Grantee shall not carry out or permit any activities or works to be carried out on the Edged Pecked Green Area which may disturb or obstruct the Geodetic Survey Control Station No. 128 and its reference marks. If the Geodetic Survey Control Station No. 128 or any of its reference marks are so disturbed or obstructed, the Director may re-establish the same at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost of such re-establishment, such sum to be determined by the Director whose determination shall be final and binding on the Grantee."

G. Provisions of the deed of mutual covenant that concern those facilities and open spaces, and those parts of the land, mentioned in Part A to Part D above

1. Section B of the DMC stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:

"Edged Pecked Green Area"	means the areas outside the Land shown edged by a pecked green line for identification purpose on Plan I annexed to the Government Grant as referred to under Special Condition No.(54)(a) of the Government Grant;
"Green Hatched Black Area"	means the area shown coloured green hatched black on Plan I annexed to the Government Grant as referred to under Special Condition No.(53) (a) of the Government Grant;
"Inside Works"	means the mitigation and stabilisation works and associated works, including works to provide access for the maintenance of such mitigation and stabilisation works and associated works within the Land as referred to under Special Condition No.(54)(c) of the Government Grant;
"Outside Works"	means the mitigation and stabilisation works and associated works, including works to provide access for the maintenance of such mitigation and stabilisation works and associated works on the Edged Pecked Green Area or any Government land as referred to under Special Condition No.(54)(c) of the Government Grant;"

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

2. Clause 16 of Section E of the DMC stipulates that:-

“The Owners (save and except the Owner of the Railway Facilities) shall, until notice is given by the Government to the Owners in accordance with Special Condition No.(53)(b) of the Government Grant, in accordance with Special Condition No.(53)(a) of the Government Grant:-

- (a) at their own expense maintain in good and substantial repair and condition to the satisfaction the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon;
- (b) in the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area, at their own expense reinstate and make good the same together with any adjacent or adjoining areas which in the opinion of the Director (whose opinion shall be final and binding on the Owners) have also been affected to the satisfaction of the Director;
- (c) ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, be entitled to erect fences or other barriers on the Green Hatched Black Area for the prevention of such illegal excavation or dumping.”

3. Clause 17 of Section E of the DMC stipulates that:-

"The Owners (save and except the Owner of the Railway Facilities) shall, until notice is given by the Government to the Owners in accordance with Special Condition No.(54)(l) of the Government Grant:-

- (a) at their own expense maintain the Inside Works and the Outside Works in good and substantial repair and condition in all respects to the satisfaction of the Director (including without limitation clear the landslide debris or boulders fallen onto the Inside Works or the Outside Works or onto the areas of the Land or the Government land as shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan as referred to in Special Condition No.(54)(e) of the Government Grant) to ensure that the Inside Works and the Outside Works shall continue to perform their designed functions;
- (b) carry out such maintenance works to the Inside Works and the Outside Works as may be called upon by the Director by notice in writing within such period as the Director shall in his absolute discretion deem fit;

- (c) not demolish, damage, disturb, obstruct, interfere with, close, alter, divert or relocate or permit or suffered to be demolished, damaged, disturbed, obstructed, interfered with, closed, altered, diverted or relocated the structures and footpaths existing within the Edged Pecked Green Area, and shall take or cause to be taken all proper and adequate care, skill and precautions in all respects to the satisfaction of the Director to avoid causing any damage, disturbance or obstruction to or interference with such structures and footpaths in maintaining the Inside Works or the Outside Works and make good any damage done to the Edged Pecked Green Area or any Government land as a result of or arising out of maintaining the Inside Works or the Outside Works at its own expense within such time limit as may be determined by the Director as his absolute discretion and in all respects to the satisfaction of the Director; and
- (d) in accordance with Special Condition No.(54)(i) of the Government Grant, permit the Director and his authorised officers, contractors and agents and any other persons authorised by the Director with or without tools, equipment, plant, machinery or motor vehicles the right to have free ingress, egress and regress at all times to, from and through the Land or any part thereof and any building or buildings erected or to be erected thereon for the purposes of inspecting, checking and supervising any works as referred to in sub-clauses (a), (b) and (c) above or any other works which the Director may consider necessary.”

4. Clause 18 of Section E of the DMC stipulates that:-

“The Owners shall not carry out or permit any activities or works to be carried out on the Edged Pecked Green Area which may disturb or obstruct the Geodetic Survey Control Station No. 128 and its reference marks.”

5. Clauses 1(b)(xv), 1(b)(xvi) of Section I of the DMC stipulate that:-

“Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely :

- (xv) To take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out the maintenance or repair works by the Manager as herein provided to avoid causing any damage, disturbance or obstruction to any Government or 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 Land and/or the Estate and/or the Green Hatched Black Area and/or the Edged Pecked Green Area or any part thereof and to repair, make good and reinstate to the satisfaction of the Director any such damage, disturbance or obstruction.

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (xvi) Prior to carrying out of any maintenance or repair works by the Manager as herein provided, to make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any Government or 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 Land and/or the Estate and/or the Green Hatched Black Area and/or the Edged Pecked Green Area or any part thereof and submit its proposals in writing for dealing with any of the aforesaid which may be affected by the maintenance or repair works to the Director for his approval in all respects.”
6. Clause 2(a)(i) of Section J of the DMC stipulates that:-
- "(a) There shall be established and maintained by the Manager one Special Fund which shall be comprised of the following books of separate accounts:
- (i) an estate account of the Special Fund for the purposes of meeting the cost of major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Hatched Black Area, the Edged Pecked Green Area, the Outside Works, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Estate Common Areas and/or the Estate Common Services and Facilities which includes, but is not limited to, expenses for the renovation, improvement and repair of the Slope and Retaining Structures, the prestressed ground anchors (if any), the Estate Common Areas and/or the Estate Common Services and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machines for the Estate Common Areas and/or the Estate Common Services and Facilities and the costs of the relevant investigation works and professional services;”
7. Clause 4(i)(i) of Section J of the DMC stipulates that:-
- “(i) The Manager shall prepare the following budgets:-
- (i) an Estate Management Budget which shall show the estimated expenditure for the management and maintenance of the Green Hatched Black Area, the Edged Pecked Green Area, the Outside Works, the Slope and Retaining Structures, the prestressed ground anchors (if any), the Estate Common Areas and the Estate Common Services and Facilities including the contribution to the estate account of the Special Fund and an appropriate portion of the Manager’s Remuneration but excluding expenditure attributable to the Residential Development or the Parking Spaces;”

*Note 1:

Pursuant to the Letter on Concession to Building Covenant Extension dated 24th March 2022 and registered in the Land Registry by Memorial No. 22050301700013,

1. the time limit for formation of the Green Area by the Grantee and re-delivery of the Green Area and the Yellow Hatched Black Area to the Government under the Land Grant has been extended from 30th September 2024 to 31st March 2025; and
2. the time limit for formation of the Yellow Area and completion of the Inside Works and the Outside Works by the Grantee under the Land Grant has been extended from 31st December 2026 to 30th June 2027.

Pursuant to the Letter on Concession to Building Covenant Extension dated 3rd March 2025 and registered in the Land Registry by Memorial No. 25031900940012,

1. the time limit for re-delivery of the Yellow Hatched Black Area to the Government under the Land Grant has been further extended from 31st March 2025 to 30th September 2025; and
2. the time limit for formation of the Yellow Area and completion of the Inside Works and the Outside Works by the Grantee under the Land Grant has been further extended from 30th June 2027 to 31st December 2027.

Note 2:

Capitalized words, terms and expressions shall have the same meaning as ascribed to them under the Land Grant (as defined in this section) or the DMC (as defined in this section), as the case may be, unless otherwise defined herein.

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

A. 批地文件規定須興建並提供予政府或供公眾使用的任何設施的描述

1. 「綠色範圍」

日期為2018年8月8日的《換地條件》第20325號(「批地文件」)條文：
請參閱特別條件第(5)(a)、(6)、(7)、(9)條，其全部條文於本章F部分列出。

公契及管理協議擬稿(「公契」)條文：
無

2. 「黃色範圍」、「斜坡工程」及「重置行人徑」

「批地文件」條文：
請參閱特別條件第(12)(a)、(12)(b)、(13)、(14)、(15)(a)條，其全部條全文於本章F部分列出。

「公契」條文：
無

3. 「綠色間黑斜線範圍」

「批地文件」條文：
請參閱特別條件第(53)條，其全部條文於本章F部分列出。

「公契」條文：
請參閱下列之條文，其全部條文於本章G部分列出：
B節 — 「綠色間黑斜線範圍」定義
E節 — 第16條
I節 — 第1(b)(xv)、1(b)(xvi)條
J節 — 第2(a)(i)、4(i)(i)條

4. 「綠色邊界虛線範圍」

「批地文件」條文：
請參閱特別條件第(54)(a)、(b)、(c)、(d)、(e)、(f)、(l)、(m)(i)、(m)(ii)條，其全部條文於本章F部分列出。

「公契」條文：
請參閱以下內容，其全部條文於本章G部分列出：
B節 — 「綠色邊界虛線範圍」、「內部工程」及「外部工程」定義
E節 — 第17、18條
I節 — 第1(b)(xv)、1(b)(xvi)條
J節 — 第2(a)(i)、4(i)(i)條

B. 批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施

1. 「綠色範圍」

「批地文件」條文：
請參閱特別條件第(5)(a)、(6)、(7)、(9)條，其全部條文於本章F部分列出。

「公契」條文：
無

2. 「黃色範圍」、「斜坡工程」及「重置行人徑」

「批地文件」條文：
請參閱特別條件第(12)(a)、(12)(b)、(13)、(14)、(15)(a)條，其全部條文於本章F部分列出。

「公契」條文：
無

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

3. 「綠色間黑斜線範圍」 <u>「批地文件」條文：</u> 請參閱特別條件第(53)條，其全部條文於本章F部分列出。 <u>「公契」條文：</u> 請參閱以下內容，其全部條文於本章G部分列出： B節 — 「綠色間黑斜線範圍」定義 E節 — 第16條 I節 — 第1(b)(xv)、1(b)(xvi)條 J節 — 第2(a)(i)、4(i)(i)條 4. 「該地段現存行人徑」 <u>「批地文件」條文：</u> 請參閱特別條件第(17)(a)(i)、(17)(b)條，其全部條文於本章F部分列出。 <u>「公契」條文：</u> 無 5. 「綠色邊界虛線範圍」 <u>「批地文件」條文：</u> 請參閱特別條件第(54)(a)、(b)、(c)、(d)、(e)、(f)、(l)、(m)(i)、(m)(ii)條，其全部條文於本章F部分列出。 <u>「公契」條文：</u> 請參閱以下內容，其全部條文於本章G部分列出： B節 — 「綠色邊界虛線範圍」、「內部工程」及「外部工程」定義 E節 — 第17、18條 I節 — 第1(b)(xv)、1(b)(xvi)條 J節 — 第2(a)(i)、4(i)(i)條 C. 批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地 不適用。	D. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分 不適用。 關於上文A至D部分所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。 關於上文B或C部分所述的任何該等設施及休憩用地，按規定須由「發展項目」中的住宅物業的擁有人出資管理、營運或維持，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。 E. 顯示以上A至D部分所述的設施、休憩用地及土地中的該等部分的位置的圖則 請參閱本節末頁夾附的圖則。 F. 關於上文A至D部分所述設施、休憩用地及土地中的該等部分的「批地文件」條文 1. 「批地文件」特別條件第(5)(a)條訂明： 『(a) 「承批人」須： (i) 在2024年9月30日*或之前，自費以「署長」全面滿意的方式拆卸和清拆本文所夾附「圖則I」以綠色顯示的擬建公共道路部分（以下簡稱「綠色範圍」）於「本協議」訂立日現存的建築物、構築物及地基； (ii) 在2024年9月30日*或之前，自費以「署長」全面滿意的方式，按照「署長」批准的物料、標準、樓層、定線和設計執行下列工程： (I) 鋪設及平整「綠色範圍」；及 (II) 提供和建造「署長」全權酌情規定的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」) 以便於「綠色範圍」建造建築物及供車輛和行人往來；
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INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (iii) 在2024年9月30日*或之前，自費以「署長」滿意的方式在「綠色範圍」鋪築路面、建造路緣和渠道，以及按「署長」規定為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總水喉的水管、街燈、交通標誌、街道傢俬及道路標記；及
- (iv) 自費維修「綠色範圍」和「構築物」並在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」的佔管權遵照本文特別條件第(6)條交還「政府」為止。』
2. 「批地文件」特別條件第(6)條訂明：
- 『現為執行本文特別條件第(5)條所訂的必要工程，「承批人」將在「本協議」訂立日獲授予「綠色範圍」的佔管權。「承批人」須在2024年9月30日*或之前將「綠色範圍」交還「政府」。「承批人」佔管「綠色範圍」期間，應允許所有「政府」及公共車輛和行人於所有合理時間自由進出及通行「綠色範圍」，並確保不會因為執行本文特別條件第(5)(a)條等所訂的工程而干預或阻礙此等通行權。』
3. 「批地文件」特別條件第(7)條訂明：
- 『如事前未獲「署長」書面同意，「承批人」不得使用「綠色範圍」儲物或興建任何臨時構築物，又或作執行本文特別條件第(5)(a)條所訂工程以外的任何其他用途。』
4. 「批地文件」特別條件第(9)條訂明：
- 『(a) 現為執行本文特別條件第(5)(a)條指定的必要工程，「承批人」將在「本協議」訂立日獲授予本文所夾附「圖則I」以黃色間黑斜線顯示的範圍(以下簡稱「黃色間黑斜線範圍」)和本文所夾附「圖則I」以黃色加黑點顯示的範圍(以下簡稱「黃色加黑點範圍」)之佔管權。
- (b) 「承批人」須在2024年9月30日*或之前將「黃色間黑斜線範圍」交還「政府」，並於2020年9月30日或之前將「黃色加黑點範圍」交還「政府」。
- (c) 「承批人」佔管「黃色加黑點範圍」期間，應允許所有「政府」及公共車輛和行人於所有合理時間自由進出及通行「黃色加黑點範圍」，並確保不會因為執行不論本文特別條件第(5)(a)條等所訂的工程而干預或阻礙此等通行權。』
5. 「批地文件」特別條件第(12)(a)、(12)(b)條訂明：
- 『(a) 「承批人」須在2026年12月31日*或之前，或「署長」批准的其他日期，自費以「署長」全面滿意的方式，按照「署長」批准的物料、標準、樓層、定線和設計：
- (i) 在本文所夾附「圖則I」以黃色顯示但不包括根據港鐵地段第3號餘段租契承批的地層(不包括前述地層的黃色範圍以下簡稱「**黃色範圍**」)執行並完成「署長」全權酌情規定的土力勘探工程、斜坡處理工程、山泥傾瀉預防、緩解及補救工程，以及地盤平整、土力及斜坡工程(以下統稱「**斜坡工程**」)；
- (ii) 在「黃色範圍」及相關斜坡、護土結構和平台進行開拓、平整、鋪築表面及排水工程，以便執行和完成「斜坡工程」；及
- (iii) 在「黃色範圍」內建造和提供闊度不少於1.5米的行人徑(以下簡稱「**重置行人徑**」)，以連接毗鄰該地段的「政府」土地上現存行人徑，從而接通名為衛奕信徑的遠足徑方便往來，約略位置於本文所夾附「圖則I」顯示並標明為“WILSON TRAIL”(以下簡稱「**衛奕信徑**」)，僅供識別
- 藉以遵從《建築物條例》、其任何附屬規例及任何修訂法例。
- (b) 「承批人」須自費以「署長」滿意的方式維修「黃色範圍」，連同「斜坡工程」、位於「黃色範圍」內而約略位置在本文所夾附「圖則I」顯示並標明為“FP” 僅供識別的現存行人徑(以下簡稱「**黃色範圍內現存行人徑**」)和「重置行人徑」，直至「黃色範圍」佔管權遵照本文特別條件第(13)(a)條交還「政府」為止。』
6. 「批地文件」特別條件第(13)條訂明：
- 『(a) 現僅為執行本文特別條件第(12)(a)及(12)(b)條指定的必要工程，「承批人」將在「本協議」訂立日獲授予「黃色範圍」的佔管權。「承批人」須在「政府」要求時向「政府」交還「黃色範圍」，而於任何情況下，「黃色範圍」亦會被視為在「署長」發函說明「承批人」已以其滿意的方式遵從此等「批地條件」當日交還「政府」。
- (b) 「承批人」現確認於「本協議」訂立日，除本文特別條件第(16)(a)條所載的「現存水管」外，另有一條「黃色範圍內現存行人徑」。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (c) 在「承批人」佔管「黃色範圍」期間，
- (i) 「承批人」不得亦不得允許或容忍他人拆卸、損壞、擾亂、阻礙、干預、關閉、更改、改道、搬遷「黃色範圍內現存行人徑」或其任何一個或多個部分；及
 - (ii) 「承批人」時刻均須採取或達致採取所有妥善及充分的護理、工藝和預防措施，特別是執行本文特別條件第(12)(a)及(12)(b)條指定的工程期間，藉此避免任何損壞、干擾、阻礙或干預「黃色範圍內現存行人徑」或其任何一個或多個部分，以令「署長」全面滿意。』
7. 「批地文件」特別條件第(14)條訂明：
- 『如事前未獲「署長」書面同意，「承批人」不得使用「黃色範圍」以作儲物或搭建任何臨時構築物，又或作執行本文特別條件第(12)(a)及(12)(b)條所訂工程以外的其他用途。』
8. 「批地文件」特別條件第(15)(a)條訂明：
- 『(a) 「承批人」佔管「黃色範圍」期間：
- (i) 必須允許「政府」、「署長」及其人員、承辦商和代理及任何獲「署長」授權人等，於所有合理時間行使權利通行、進出、往返和行經該地段及「黃色範圍」，以便檢驗、檢查及監督遵從本文特別條件第(12)(a)及(12)(b)條執行的任何工程，以及執行、檢驗、檢查及監督本文特別條件第(12)(c)條所訂的工程和「署長」視為有必要在「黃色範圍」實施的任何其他工程；
 - (ii) 時刻允許所有公眾人士自由、暢通無阻地和免付任何形式費用在、沿及經過「黃色範圍內現存行人徑」步行進出和通行以往來「衛奕信徑」；及
 - (iii) 於遵照本文特別條件第(12)(a)(iii)條完成「重置行人徑」後，時刻允許所有公眾人士自由、暢通無阻地和免付任何形式費用在、沿及經過「重置行人徑」步行進出和通行以往來「衛奕信徑」。』
9. 「批地文件」特別條件第(17)(a)(i)、(17)(b)條訂明：
- 『(a) (i) 「承批人」現確認於「本協議」訂立日，本文所夾附「圖則I」以粉紅色加黑點和粉紅色加黑點間黑斜線顯示的該地段部分有現存的行人徑(以下簡稱「該地段現存行人徑」)，所有公眾人士時刻均有權自由、暢通無阻地及免付任何形式費用在、沿及經過「該地段現存行人徑」步行進出和通行以往來「衛奕信徑」。
- (b) 直至「承批人」遵照本文特別條件第(12)(a)(iii)條建成和提供「重置行人徑」，並且遵照本文特別條件第(15)(a)(iii)條所有公眾人士時刻均被允許自由及暢通無阻地在、沿及經過「重置行人徑」步行進出和通行以往來「衛奕信徑」，
- (i) 「承批人」不得亦不得允許或容忍他人拆卸、損壞、擾亂、阻礙、干擾、關閉、更改、改道或搬遷「該地段現存行人徑」或其任何一個或多個部分；
 - (ii) 「承批人」須自費以「署長」全面滿意的方式保養、維修和修理「該地段現存行人徑」，以保持其修繕及狀況良好及妥當；及
 - (iii) 「承批人」應允許所有公眾人士時刻自由、暢通無阻地及免付任何形式費用在、沿及經過「該地段現存行人徑」步行進出和通行以往來「衛奕信徑」。』
10. 「批地文件」特別條件第(53)條訂明：
- 『(a) 「承批人」須按「署長」全權酌情規定，自費在本文所夾附「圖則I」以綠色間黑斜線顯示的範圍(以下簡稱「綠色間黑斜線範圍」)，按照「署長」批准的方式、物料、標準、樓層、定線和設計，執行及完成「署長」全面滿意的土力勘探工程、斜坡處理工程、山泥傾瀉預防、緩解及補救工程和地盤平整、土力及斜坡工程，並在本文協定的整個批租期內時刻自費維修「綠色間黑斜線範圍」，包括該處的所有土地、斜坡處理工程、護土結構、排水及任何其他工程，以保持其修繕及狀況良好及妥當，令「署長」滿意。如「綠色間黑斜線範圍」於本文協定的整個批租期內任何時候發生山泥傾瀉、地陷或土地滑土，「承批人」必須自費以「署長」滿意的方式還原並修葺該處，而倘「署長」認為任何毗連或毗鄰地方因此受影響(「署長」的決定將作終論並對「承批人」約束)，亦須一併修妥。「承批人」時刻須就此等山泥傾瀉、地陷或土地滑土招致之所有責任、損失、損害、費用、索償、開支、收費、索求、訴訟及法律程序，向「政府」、其代理及承辦商作出彌償並保持令其獲得彌償。再者，「承批人」時刻均應確保「綠色間黑斜線範圍」無任何非法挖掘或傾倒。如事前獲「署長」書面批准，「承批人」可在「綠色間黑斜線範圍」興建圍欄或其他屏障以防止此等非法挖掘或傾倒。如有任何違反此等「批地條件」，除擁有任何其他「政府」權利或補償權外，「署長」可發出書面通知，要求「承批人」執行土力勘探工程、斜坡處理工程、山泥傾瀉預防、緩解及補救工程及按其絕對酌情權要求的地盤平整、土力及斜坡工程，以及維修、還原並修葺任何受山泥傾瀉、地陷或土地滑土影響的土地、結構或工程。如「承批人」疏忽或未能以「署長」滿意的方式在通知書訂明的期限內遵從該通知，「政府」可在期限屆滿後推行及執行所需的工程，「承批人」須在接獲要求時向「政府」支付相等有關的費用的款項。金額由「署長」釐定，其決定將作終論並對「承批人」約束。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (b) 儘管有本特別條件(a)款的規定，如「政府」向「承批人」發出相關通知，本特別條件所訂「承批人」就「綠色間黑斜線範圍」或其任何部分的責任及權利即絕對終止。如終止權責令「承批人」蒙受任何損失、損害、滋擾、干擾或招致任何開支，「承批人」概不得向「政府」或「署長」或其授權人員中索賠償，然而，終止權責概毋損「政府」就任何之前已發生的違反、不履行或不遵守本特別條件(a)款享有之權利或補償權。』
11. 「批地文件」特別條件第(54)(a)、(b)、(c)、(d)、(e)、(f)、(l)、(m)(i)、(m)(ii)條訂明：
- 『(a) 「承批人」現確認並接受，鑒於天然地勢的性質，該地段可能受該地段範圍內以及本文所夾附「圖則I」以綠色虛線顯示僅供識別的該地段外地方(以下簡稱「**綠色邊界虛線範圍**」)的山泥傾瀉及礫石瀉墜風險影響。
- (b) (i) 受限於特別條件第(12)(a)(i)及(53)(a)條之規定，「承批人」須自費以「署長」全面滿意的方式，在該地段和「綠色邊界虛線範圍」內執行及完成土力勘測工程(以下簡稱「**勘測工程**」)，以供研探天然地勢山泥傾瀉及礫石瀉墜風險。
- (ii) 勘測結果應包括但不限於建議以「署長」全面滿意的方式在該地段內及「綠色邊界虛線範圍」上執行、完成和維修所有必要的緩解及穩定工程和相關工程，包括建造供日後維修已完成的緩解及穩定工程和相關工程使用的通道的工程(該通道以下簡稱「**維修通道**」)(經「署長」批准的建議以下簡稱「**經批准的緩解工程建議**」)，從而保障該地段任何已建或擬建的一座或多座建築物及構築物以及該處的住戶和佔用人及彼等各真正賓客、訪客及獲邀人士免受該地段或「綠色邊界虛線範圍」的山泥傾瀉及礫石瀉墜風險。如建議供日後維修已完成緩解及穩定工程和相關工程使用的通道位於該地段及「綠色邊界虛線範圍」外，事前須取得「署長」獨立書面批准。一旦批准即構成「維修通道」一部分，而經「署長」批准建造該通道的工程的建議將納入「經批准的緩解工程建議」一部分。
- (iii) 如事前未獲「署長」書面批准，不得在「綠色邊界虛線範圍」或任何「政府」土地或當中任何部分進行土地勘測工程、緩解及穩定工程和相關工程，包括「維修通道」的工程。
- (c) 「勘測工程」完成後，「承批人」須在2026年12月31日*或「署長」批准的其他日期或之前，自費以「署長」全面滿意的方式按「署長」全權酌情批准或規定，遵照「經批准的緩解工程建議」在該地段內執行及完成緩解及穩定工程和相關工程，包括「維修通道」的工程(以下統稱「**內部工程**」)，以及在「綠色邊界虛線範圍」或任何「政府」土地執行及完成上述工程(以下統稱「**外部工程**」)。如經「勘測工程」發現該地段任何部分或該地段任何已建或擬建的一座或多座建築物及構築物有受山泥傾瀉及礫石瀉墜風險影響，於「內部工程」及「外部工程」完成之前，任何住戶或佔用人及彼等各真正賓客、訪客或獲邀人士不得佔用相關範圍。
- (d) 為免生疑問，受限於本特別條件(f)款之規定，「勘測工程」及「外部工程」以「署長」全面滿意的方式完成後，「承批人」毋須再就「綠色邊界虛線範圍」或任何「政府」土地執行土力勘測、緩解及穩定工程和相關工程。
- (e) 「承批人」須自費在土地註冊處登記經「署長」批核的圖則，該圖則顯示「內部工程」和「外部工程」的位置、性質及範圍，以及「承批人」可能需要或被要求執行的維修工程的該地段及「政府」土地的位置與地方的規模，包括「承批人」可能需要或被「署長」要求「承批人」執行本特別條件(f)款所訂的清理山泥傾瀉碎礫及礫石的工程之該地段及「政府」土地的地方(上述圖則以下簡稱「**天然地勢風險緩解及穩定工程圖則**」)。現已或將會執行「內部工程」的地方或樓層將指定為並構成「公用地方」一部分。註冊圖則之前，不得進行任何影響該地段或其任何部分或該地段任何已建或擬建建築物或建築物部分的交易(本文特別條件第(32)(b)條所訂將「港鐵不分割份數」授予「財政司司長法團」、本文特別條件第(41)(d)條所訂的建築按揭或「署長」批准的其他交易除外)。
- (f) (i) 「承批人」須在本文協定的整個批地年期內時刻自費維修「內部工程」及「外部工程」，以保持其修繕及狀況良好及妥當，全面令「署長」滿意，以確保「內部工程」及「外部工程」可持續履行其指定功能。維修工程應包括但不限於清理墜落「內部工程」、「外部工程」或該地段各地方或「天然地勢風險緩解及穩定工程圖則」所示「政府」土地的山泥傾瀉碎礫或礫石。
- (ii) 除「政府」可就「承批人」失責不遵照本文規定維修「內部工程」及「外部工程」享有的任何權利或補償權外，「署長」亦有權發出書面通知要求「承批人」在其全權酌情視為恰當的期限內執行關乎「內部工程」及「外部工程」的維修工程。如「承批人」疏忽或未能在通知書指定的期限內遵從通知書以全面令「署長」滿意，「署長」可即時推行及執行所需的維修工程，「承批人」須在接獲要求時向「政府」支付相關工程費用，連同該督導費用和經營費用。有關款項的金額由「署長」或其正式授權的人員釐定，其決定將作終論並對「承批人」約束。
- (l) 儘管有本特別條件(b)、(c)、(f)、(g)及(h)款之規定，當「政府」向「承批人」發出相關通知書後，本特別條件所訂明「承批人」就「綠色邊界虛線範圍」及任何「政府」土地或其任何部分的責任和權利將絕對終止，「承批人」不得就因其責任或權利終止而蒙受的任何損失、損害、滋擾或干擾或招致的任何開支向「政府」或「署長」或其授權人員索取賠償。然而，「承批人」的責任或權利終止概毋損「政府」可就任何之前違反、不履行或不遵守本特別條件(b)、(c)、(f)、(g)及(h)款的事件享有的任何權利或補償權。
- (m) (i) 「承批人」現確認於「本協議」訂立日，本文所夾附「圖則I」顯示約略位置並標明為“TRIG — 128”僅供識別的大地測量控制站周圍的專用範圍某部分（以下簡稱「**128號大地測量控制站**」）乃位於「綠色邊界虛線範圍」內。如因在「綠色邊界虛線範圍」操作任何機器以致影響「128號大地測量控制站」裝設的任何測量器材之妥善運作，則在雙方同意的基礎上，「署長」可要求「承批人」暫時關停相關機器，以便對「128號大地測量控制站」進行測量。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- (ii) 「承批人」不得在「綠色邊界虛線範圍」進行或允許他人在該處進行任何活動或工程，以致干擾或阻礙「128號大地測量控制站」及其參考點。如「128號大地測量控制站」或其任何參考點受到干擾或阻礙，「署長」可重新設置「128號大地測量控制站」或其任何參考點，費用由「承批人」承擔。「承批人」須在「政府」要求時支付上述重置工程的費用，金額由「署長」釐定，其決定將作終論並對「承批人」約束。』

G. 關於上文A至D部分所述各項設施、休憩用地及土地中的該等部分的公契條文

1. 「公契」B節訂明：

『於「本契約」，除非上下文意另有規定，否則以下詞語及字組將具有以下涵義：

「綠色邊界虛線範圍」	指「政府批地文件」特別條件第(54)(a)條所載的「該土地」外地方，於「政府批地文件」所夾附「圖則I」以綠色邊界虛線顯示，僅供識別；
「綠色間黑斜線範圍」	指「政府批地文件」特別條件第(53)(a)條所載的地方，於「政府批地文件」所夾附「圖則I」以綠色間黑斜線顯示；
「內部工程」	指「政府批地文件」特別條件第(54)(c)條所載在「該土地」內進行的緩解及穩定工程和相關工程，包括建造出入通道以維修此等緩解及穩定工程和相關工程的工程；
「外部工程」	指「政府批地文件」特別條件第(54)(c)條所載於「綠色邊界虛線範圍」或任何「政府」土地進行的緩解及穩定工程和相關工程，包括建造出入通道以維修此等緩解及穩定工程和相關工程的工程。』

2. 「公契」E節第16條訂明：

『直至「政府」遵照「政府批地文件」特別條件第(53)(b)條發出通知為止，「業主」(「鐵路設施」「業主」除外)須遵照「政府批地文件」特別條件第(53)(a)條規定：

- (a) 自費以「署長」滿意的方式維修「綠色間黑斜線範圍」，包括該處所有土地、斜坡處理工程、護土結構、排水及任何其他工程，以保持其修繕及狀況良好及妥當；
- (b) 如「綠色間黑斜線範圍」內發生任何山泥傾瀉、地陷或土地滑土，自費以「署長」滿意的方式修復，而倘「署長」認為任何毗連或毗鄰地方因此受影響(「署長」的意見將作終論並對「業主」約束)，亦須一併修復；

- (c) 時刻均應確保「綠色間黑斜線範圍」無任何非法挖掘或傾倒。如事前獲「署長」書面批准，可於「綠色間黑斜線範圍」興建圍欄或其他屏障防止此等非法挖掘或傾倒。』

3. 「公契」E節第17條訂明：

『直至「政府」遵照「政府批地文件」特別條件第(54)(l)條向「業主」發出通知為止，「業主」(「鐵路設施」「業主」除外)須：

- (a) 自費以「署長」全面滿意的方式維修「內部工程」及「外部工程」，以保持其修繕及狀況良好及妥當（包括但不限於清理墜落「內部工程」或「外部工程」或「該土地」各地方或「政府批地文件」特別條件第(54)(c)條所載「天然地勢風險緩解及穩定工程圖則」所示「政府」土地的山泥傾瀉碎礫或礫石），以確保「內部工程」及「外部工程」可持續履行其指定功能；
- (b) 在「署長」發出書面通知要求時，於「署長」全權酌情視為恰當的期限內執行「內部工程」及「外部工程」的維修工程；
- (c) 不可亦不得允許或容忍他人拆卸、損壞、擾亂、阻礙、干預、關閉、更改、改道或搬遷位於「綠色邊界虛線範圍」的現存構築物及行人徑，並須採取或達致採取「署長」全面滿意的所有妥善及充分的護理、工藝和預防措施，以避免維修「內部工程」或「外部工程」時損壞、干擾、阻礙或干預此等構築物及行人徑。如因維修「內部工程」或「外部工程」導致或引起「綠色邊界虛線範圍」或任何「政府」土地受損，則須在「署長」全權酌情指定的期限內，自費以「署長」全面滿意的方式修復；及
- (d) 遵照「政府批地文件」特別條件第(54)(i)條之規定，允許「署長」及其授權人員、承辦商及代理和任何其他獲「署長」授權的人等，不論攜帶工具、設備、機器、機械或駕車與否，行使權利時刻自由通行、進出及往返「該土地」或其任何部分和該處已建或擬建的一座或多座建築物，以便檢查、檢驗和監督以上(a)、(b)及(c)款所載的任何工程或「署長」視為必要的任何其他工程。』

4. 「公契」E節第18條訂明：

『「業主」不可在「綠色邊界虛線範圍」進行任何活動或執行任何工程或允許他人在該處進行任何活動或執行任何工程，以致干擾或阻礙「128號大地測量控制站」及其參考點。』

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

5. 「公契」I節第1(b)(xv)、1(b)(xvi)條訂明：

『現毋限前文之一般規定，「管理人」具有以下權力及職責，即：

(xv) 時刻採取或達致他人採取所有妥善及充分的護理、工藝和預防措施，特別是在「管理人」按本文規定執行維修或修理工程期間，以避免損壞、干擾或阻礙任何位於「該土地」及/或「屋苑」及/或「綠色間黑斜線範圍」及/或「綠色邊界虛線範圍」之內、其上、其下鋪設或橫跨或毗鄰該處或其任何部份的「政府」或現存排水渠、水道或渠道、總水喉、道路、行人徑、街道傢俬、污水渠、明渠、水管、電纜、電線、公用設施或其他工程或裝置，如造成任何損壞、干擾或阻礙則以「署長」滿意的方式修理、修復及還原。

(xvi) 「管理人」按本文規定執行任何此等維修或修理工程之前，須進行或達致他人進行必須的妥善的調查和查詢，以核實位於「該土地」及/或「屋苑」及/或「綠色間黑斜線範圍」及/或「綠色邊界虛線範圍」之內、其上、其下鋪設或橫跨或毗鄰該處或其任何部份的「政府」或現存排水渠、水道或渠道、總水喉、道路、行人徑、街道傢俬、污水渠、明渠、水管、電纜、電線、公用設施或任何其他工程或裝置現時所在的位置及水平位置，並須向「署長」提交建議書說明擬以處理任何可能受維修或修理工程影響的上述設施以供「署長」全面審批。』

6. 「公契」J節第2(a)(i)條訂明：

『(a) 「管理人」須設立及維持一項「特別基金」，並由下列不同獨立賬冊組成：

(i) 「特別基金」屋苑賬戶，用於支付「綠色間黑斜線範圍」、「綠色邊界虛線範圍」、「外部工程」、「斜坡及護土結構」、預應力地錨(如有)、「屋苑公用地方」及/或「屋苑公用服務及設施」的資本性質或並非預期每年招致的大型工程費用，包括但不限於翻新、改善和修理「斜坡及護土結構」、預應力地錨(如有)、「屋苑公用地方」及/或「屋苑公用服務及設施」的開支，以及購買、設置、更換、改善和增設「屋苑公用地方」及/或「屋苑公用服務及設施」的裝置、系統、設備、工具、機器及機械的開支，以及相關的勘測工程和專業服務費用。』

7. 「公契」J節第4(i)(i)條訂明：

『(i) 「管理人」應編製以下多份預算案：

(i) 「屋苑管理預算案」，列明「綠色間黑斜線範圍」、「綠色邊界虛線範圍」、「外部工程」、「斜坡及護土結構」、預應力地錨(如有)、「屋苑公用地方」和「屋苑公用服務及設施」的估計管理及維修開支，包括「特別基金」屋苑賬戶供款以及「管理人酬金」的適當部分，但不包括「住宅發展項目」或「停車位」招致的開支；』

*註1：

根據日期為2022年3月24日並在土地註冊處登記為《註冊摘要》第22050301700013號的《延長建築契諾特許書》：

- (1) 遵照「批地文件」規定由「承批人」平整「綠色範圍」以及將「綠色範圍」和「黃色間黑斜線範圍」交還「政府」的期限已由2024年9月30日延長至2025年3月31日；及
- (2) 遵照「批地文件」規定由「承批人」平整「黃色範圍」及完成「內部工程」和「外部工程」的期限已由2026年12月31日延長至2027年6月30日。

根據日期為2025年3月3日並在土地註冊處登記為《註冊摘要》第25031900940012號的《延長建築契諾特許書》：

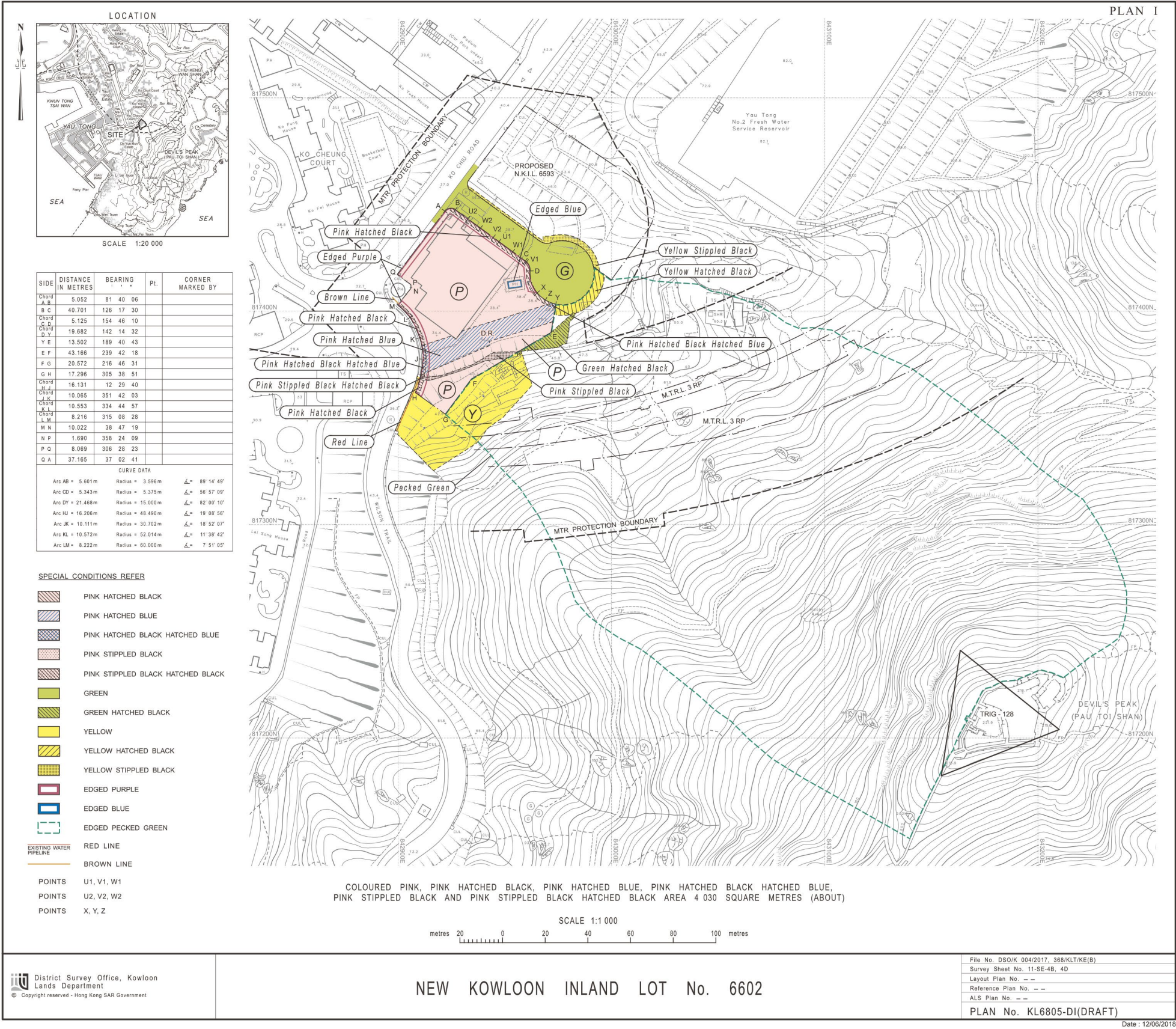
- (1) 遵照「批地文件」由「承批人」將「黃色間黑斜線範圍」交還「政府」的期限已由2025年3月31日再延長至2025年9月30日；及
- (2) 遵照「批地文件」規定由「承批人」平整「黃色範圍」及完成「內部工程」和「外部工程」的期限已由2027年6月30日再延長至2027年12月31日。

註2：

除本文另行訂明外，加上引號的詞語、詞彙和字組將(視情況而定)給予「批地文件」(以本節定義為準)或公契(以本節定義為準)所訂的相同涵義。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料



Legend 圖例

- PINK HATCHED BLACK
粉紅色間黑斜線
- PINK HATCHED BLUE
粉紅色間藍斜線
- PINK HATCHED BLACK HATCHED BLUE
粉紅色間黑斜線間藍斜線
- PINK STIPPLED BLACK
粉紅色加黑點
- PINK STIPPLED BLACK HATCHED BLACK
粉紅色加黑點間黑斜線
- GREEN
綠色
- GREEN HATCHED BLACK
綠色間黑斜線
- YELLOW
黃色
- YELLOW HATCHED BLACK
黃色間黑斜線
- YELLOW STIPPLED BLACK
黃色加黑點
- EDGED PURPLE
紫色邊
- EDGED BLUE
藍色邊
- EDGED PECKED GREEN
綠色邊界虛線
- RED LINE
紅色線
- BROWN LINE
棕色線

WARNING TO PURCHASERS

對買方的警告

1. Purchasers are 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. a. 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;

b. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser -
(i) that firm may not be able to protect the purchaser’s interests; and
(ii) the purchaser may have to instruct a separate firm of solicitors; and

c. In the case of paragraph b(ii), the total solicitors’ fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

1. 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. a. 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；

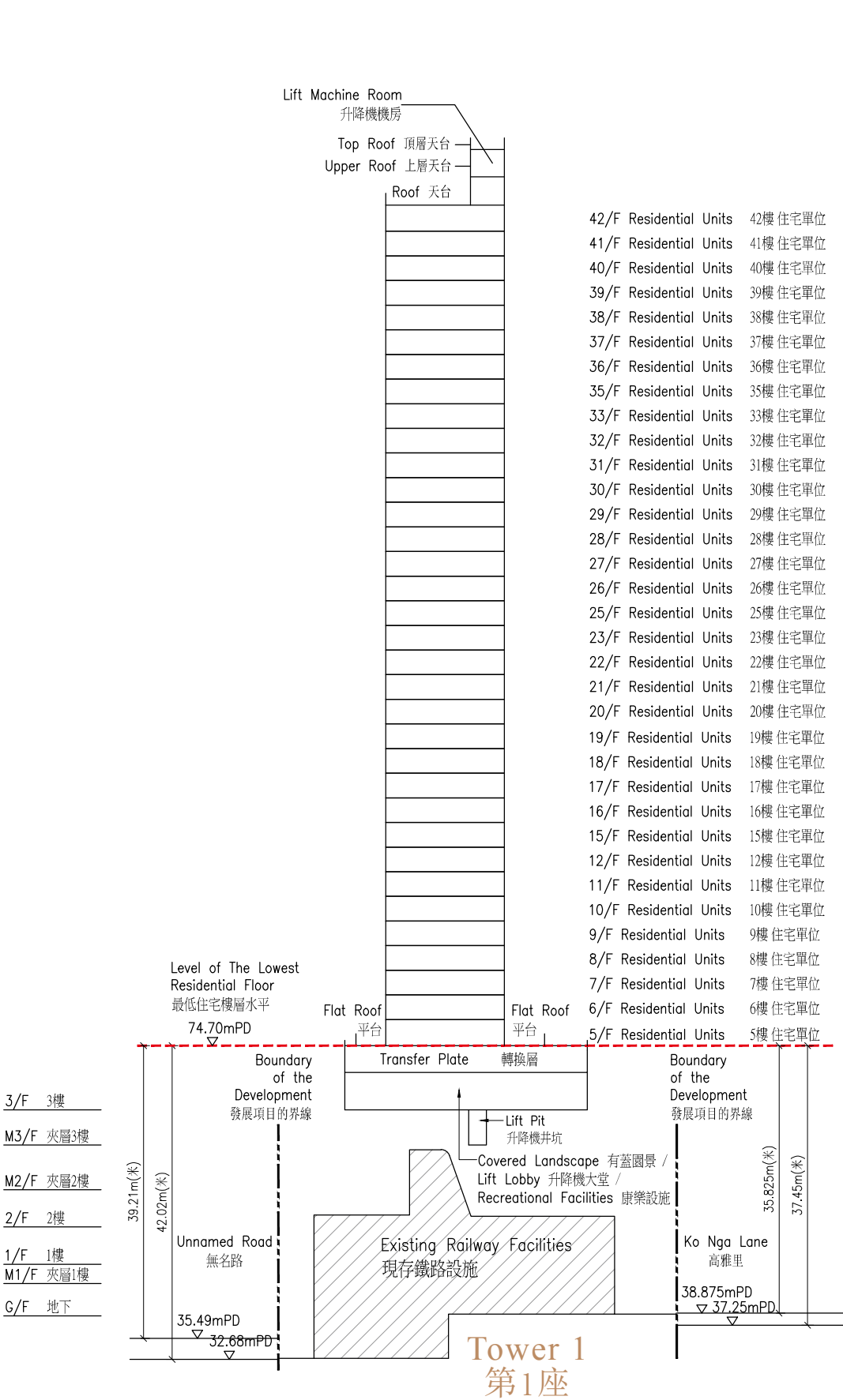
b. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突 -
(i) 該律師事務所可能不能夠保障買方的利益；及
(ii) 買方可能要聘用一間獨立的律師事務所；及

c. 如屬b(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

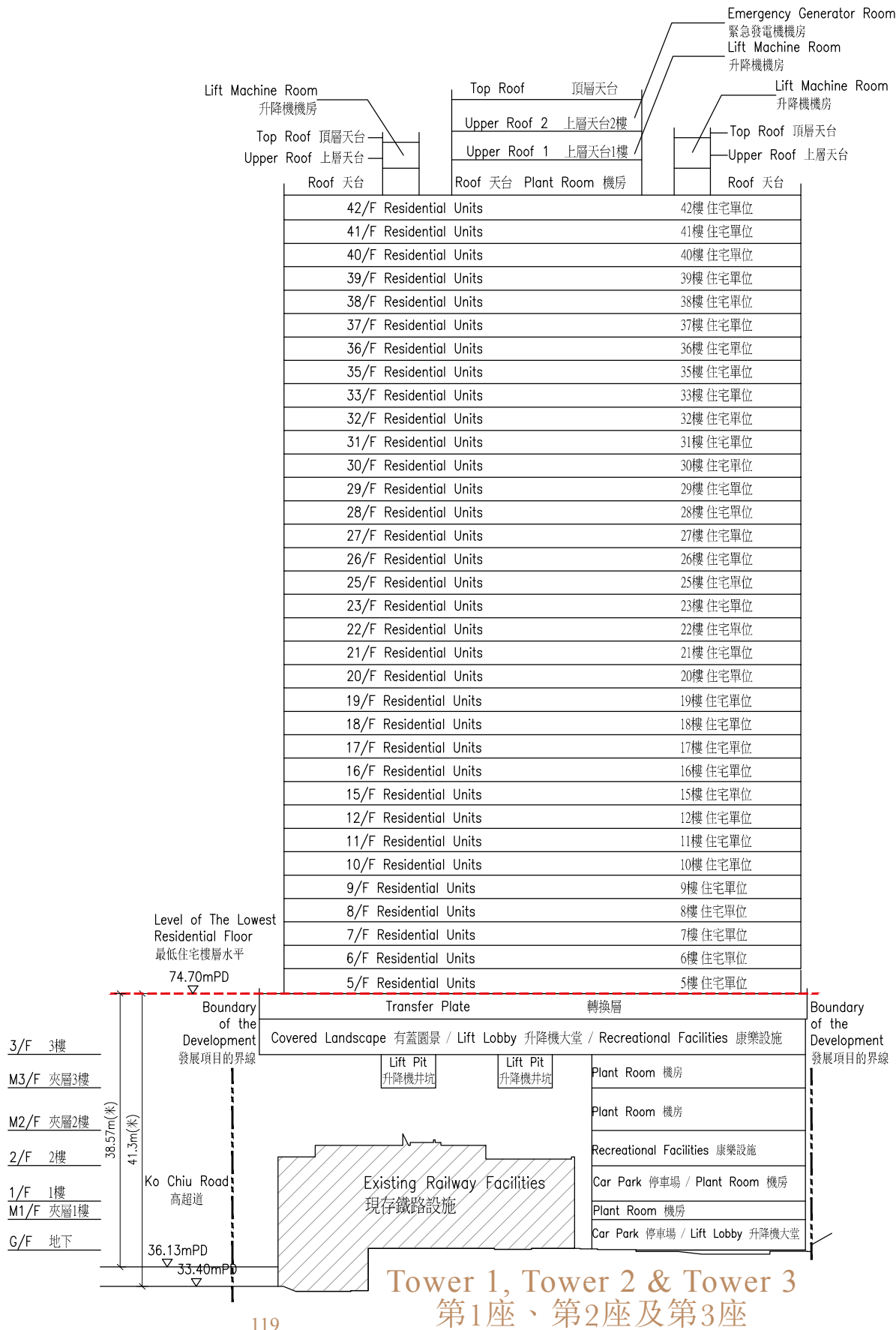
CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目中的建築物的橫截面圖

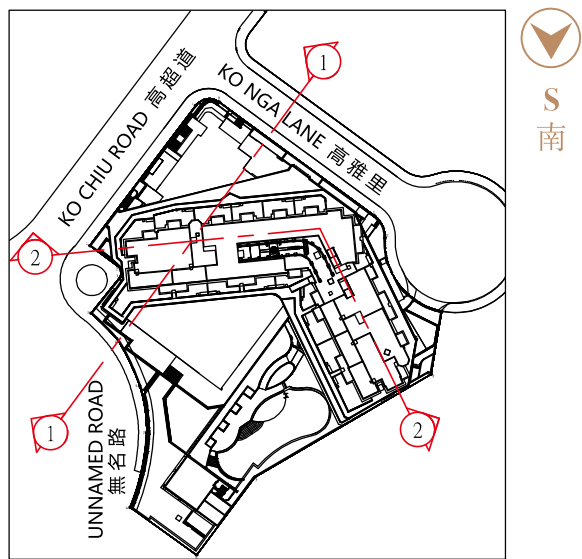
Cross-Section Plan 1 橫截面圖 1



Cross-Section Plan 2 橫截面圖 2



Key Plan 指示圖



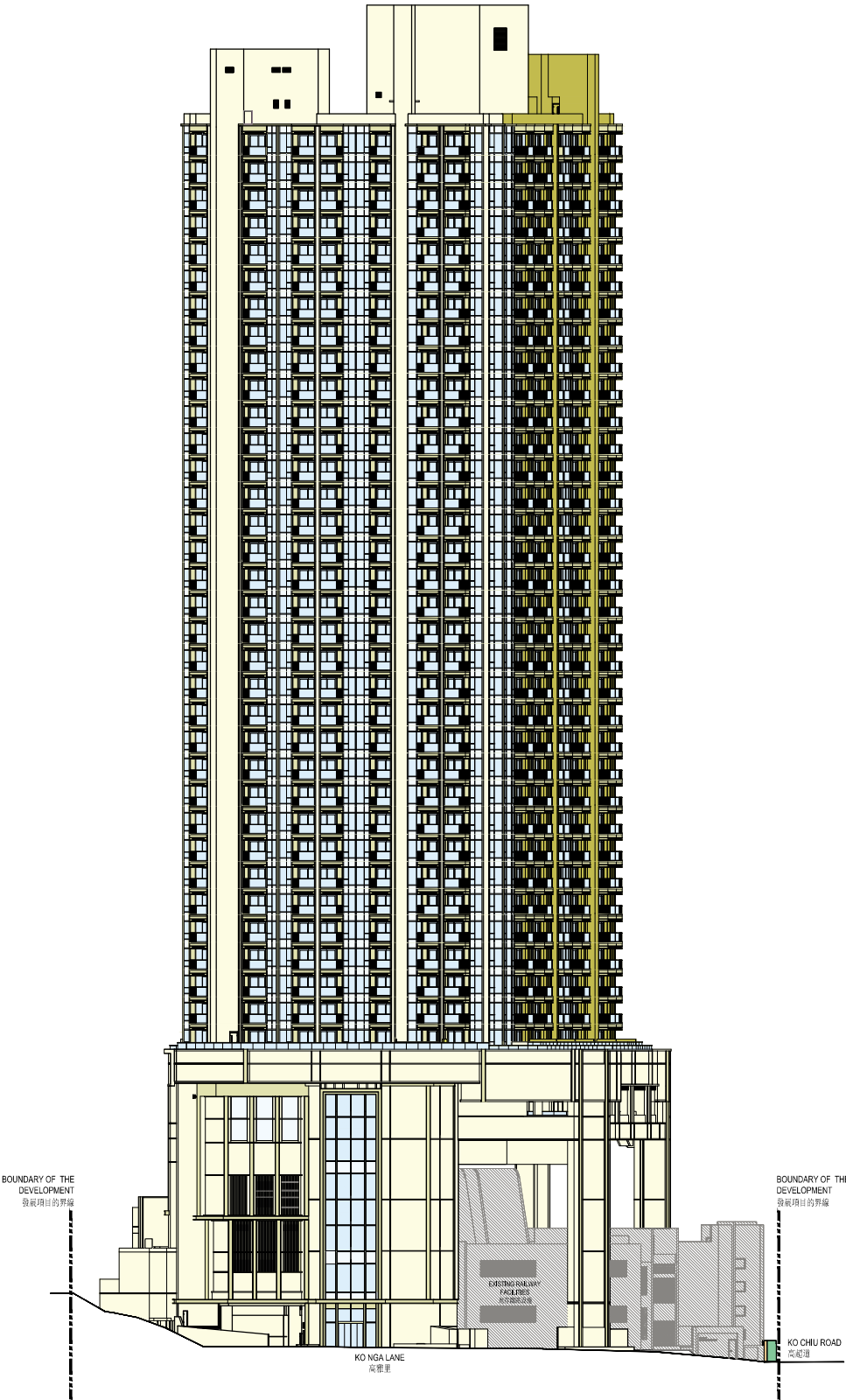
- Dotted line denotes the level of the lowest residential floor.
- m^{PD} denotes height in metres above the Hong Kong Principal Datum.
- The part of Ko Nga Lane adjacent to the building is 37.25 metres to 38.875 metres above the Hong Kong Principal Datum.
- The part of Ko Chiu Road adjacent to the building is 33.40 metres to 36.13 metres above the Hong Kong Principal Datum.
- The part of Unnamed Road adjacent to the building is 32.68 metres to 35.49 metres above the Hong Kong Principal Datum.

- 虛線為最低住宅樓層水平。
- m^{PD} 代表香港主水平基準以上高度(米)。
- 毗連建築物的一段高雅里為香港主水平基準以上37.25米至38.875米。
- 毗連建築物的一段高超道為香港主水平基準以上33.40米至36.13米。
- 毗連建築物的一段無名路為香港主水平基準以上32.68米至35.49米。

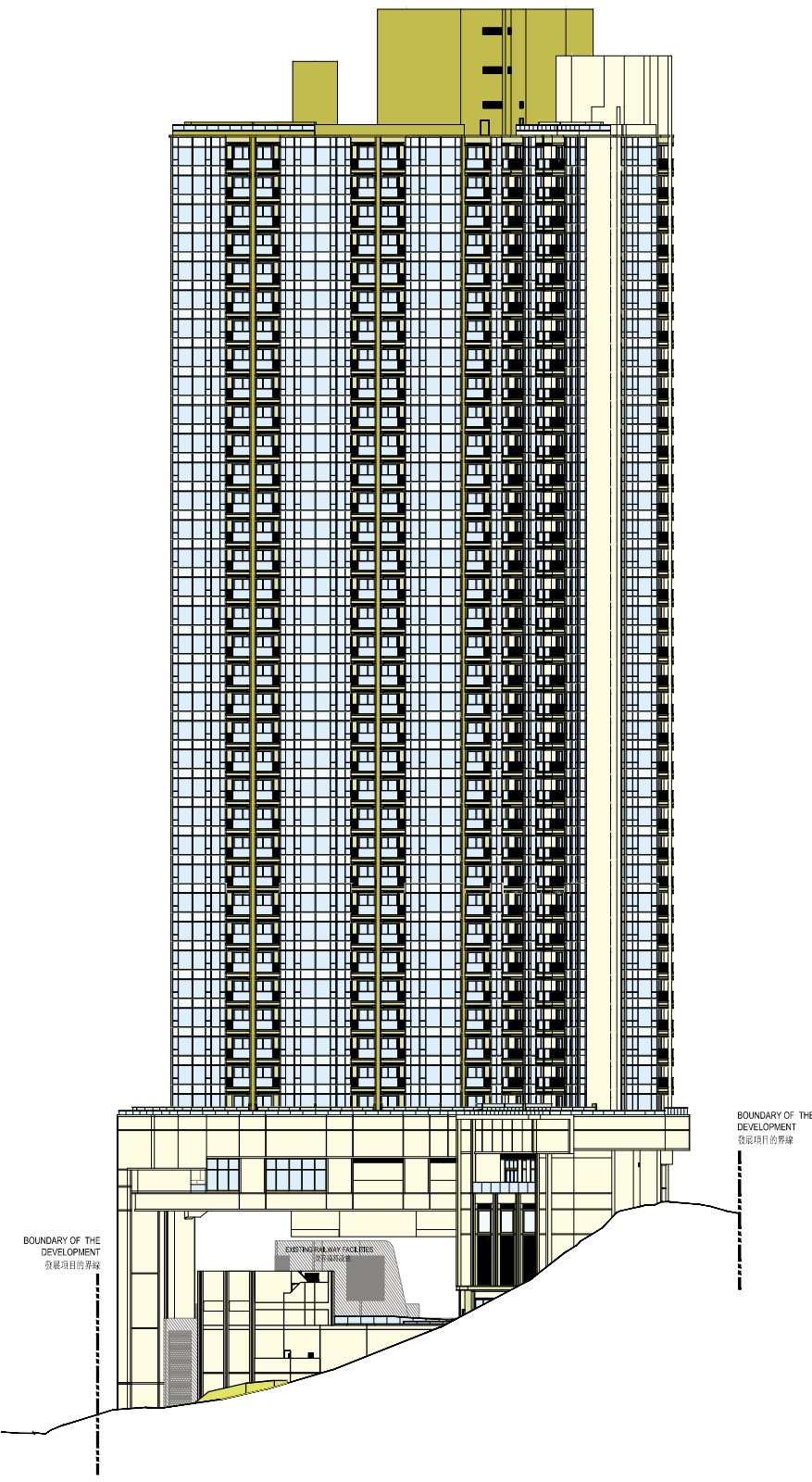
ELEVATION PLAN

立面圖

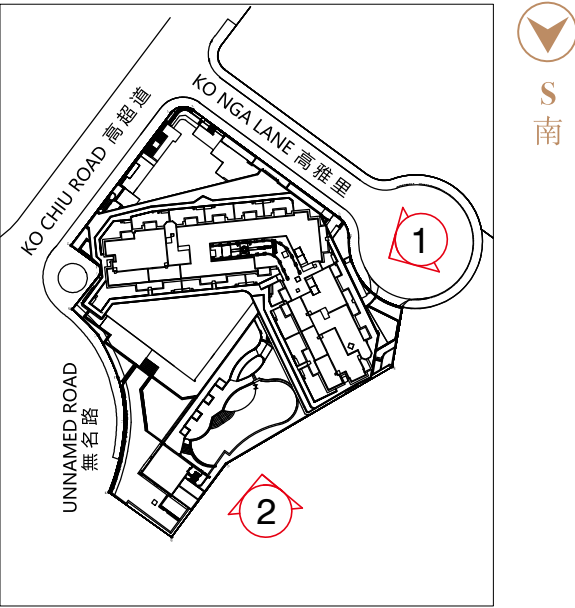
Elevation Plan 1 立面圖 1



Elevation Plan 2 立面圖 2



Key Plan 指示圖



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

1. are prepared on the basis of the approved building plans for the Development as of 29 May 2025; and
2. are in general accordance with the outward appearance of the Development.

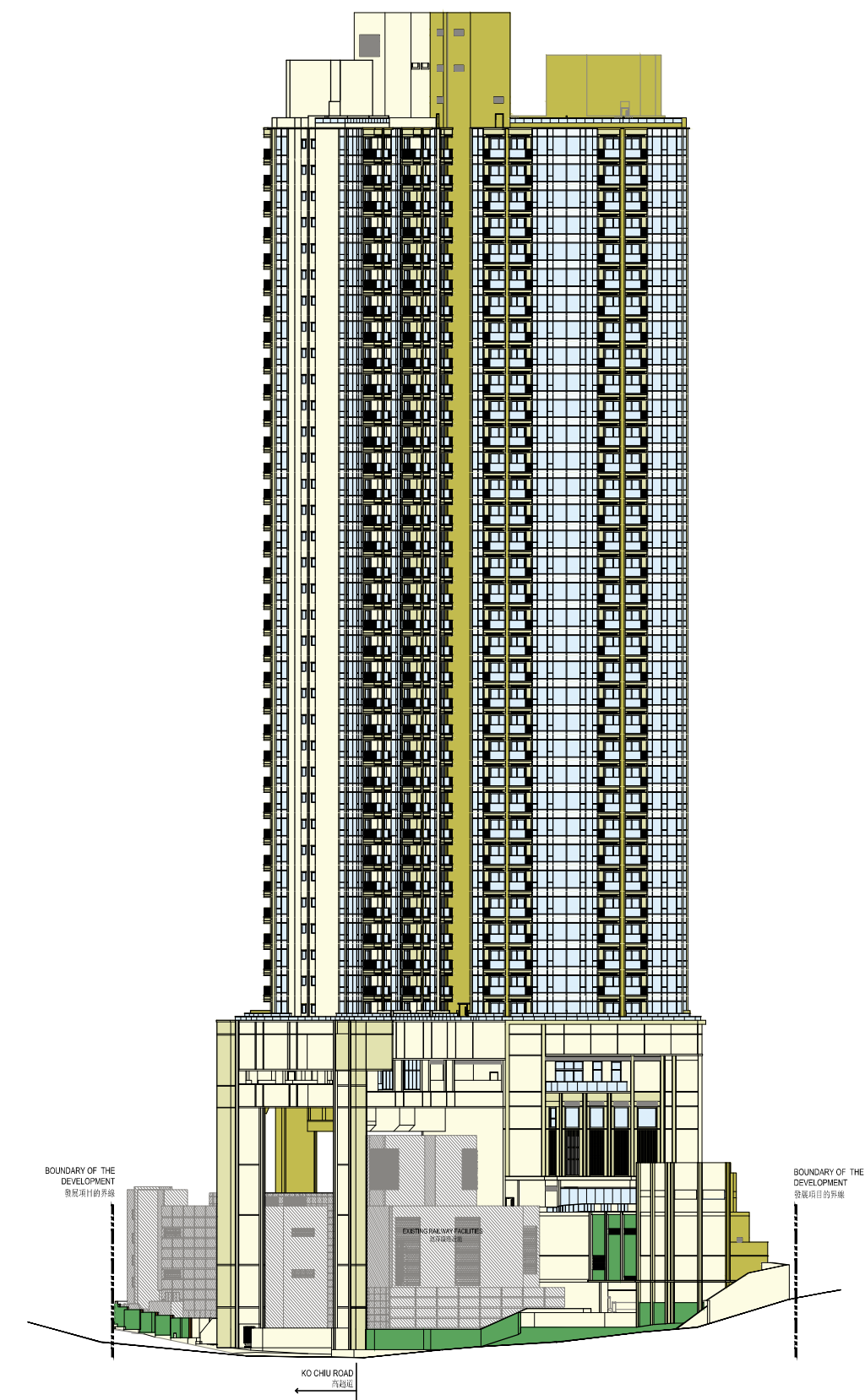
發展項目的認可人士已證明此等圖所顯示的立面：

1. 以2025年5月29日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
2. 大致上與發展項目的外觀一致。

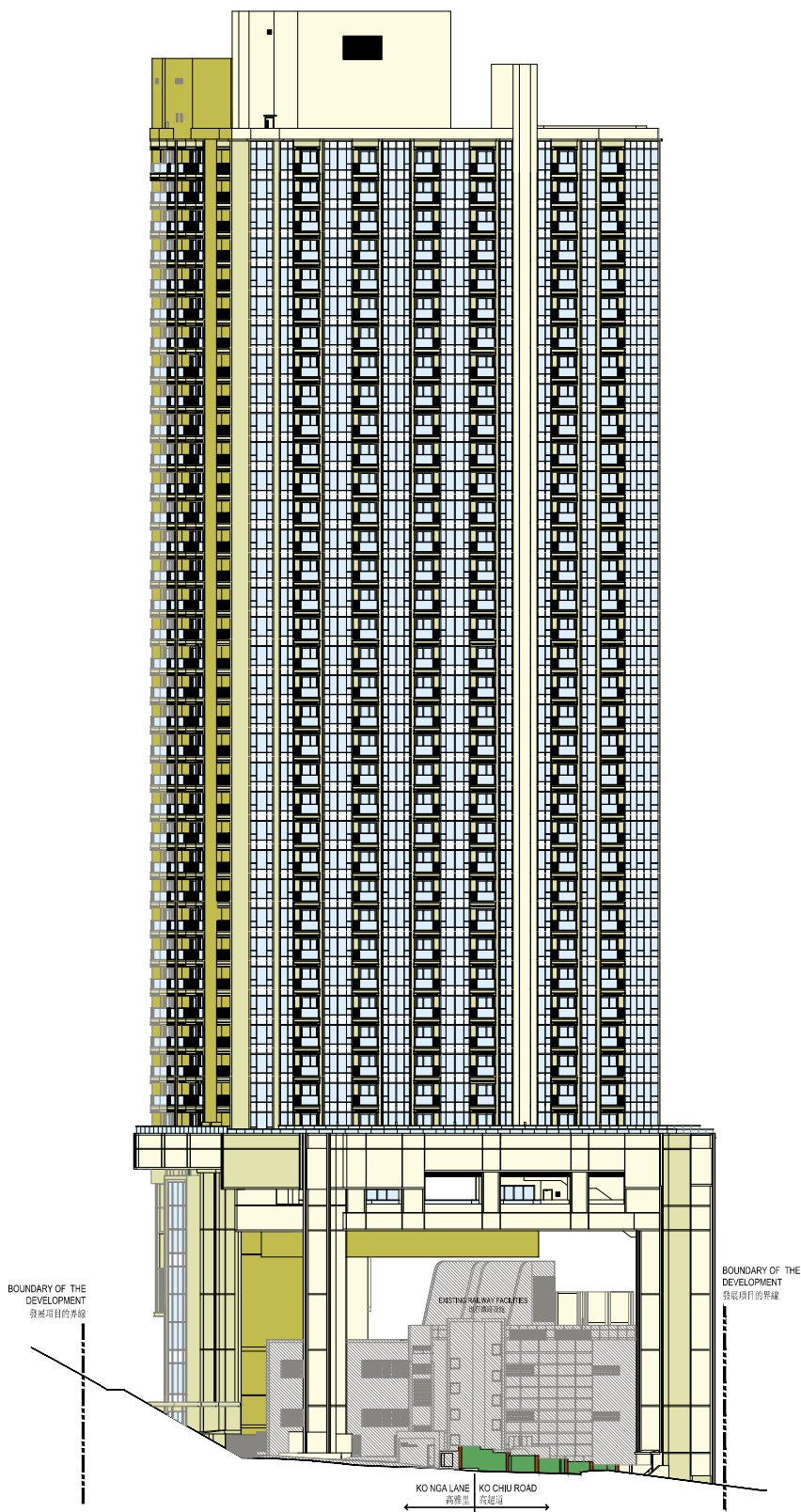
ELEVATION PLAN

立面圖

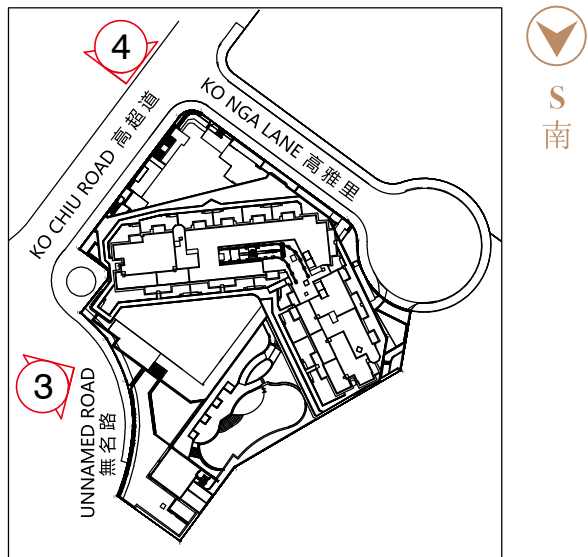
Elevation Plan 3 立面圖 3



Elevation Plan 4 立面圖 4



Key Plan 指示圖



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

- 1. are prepared on the basis of the approved building plans for the Development as of 29 May 2025; and
- 2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士已證明此等圖所顯示的立面：

- 1. 以2025年5月29日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
- 2. 大致上與發展項目的外觀一致。

INFORMATION ON COMMON FACILITIES IN THE DEVELOPMENT

發展項目中的公用設施的資料

Common facilities 公用設施	Covered Area 有上蓋遮蓋面積 square metre (square feet) 平方米 (平方呎)	Uncovered Area 無上蓋遮蓋面積 square metre (square feet) 平方米 (平方呎)	Total Area 總面積 square metre (square feet) 平方米 (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)	797.297 (8,582)	397.451 (4,278)	1,194.748 (12,860)
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise) 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱)	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱)	707.822 (7,619)	Not Applicable 不適用	707.822 (7,619)

- Note:
- 備註：
1. The areas as specified above in square feet are converted from the areas in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the areas presented in square metres.

2. Areas in square meters as specified above are based on the latest approved building plans.

1. 上述以平方呎表達之面積由以平方米表達之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表達之面積可能有些微差異。

2. 上述所有以平方米顯示之面積乃依據最新的經批准的建築圖則。

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT

閱覽圖則及公契

- | | |
|--|---|
| <p>1. The address of the website on which a copy of the outline zoning plan relating to the Development is available on http://www.ozp.tpb.gov.hk</p> <p>2. (a) A copy of the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold is available for inspection at the place at which the specified residential property is offered to be sold.</p> <p>(b) The inspection is free of charge.</p> | <p>1. 備有關於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http://www.ozp.tpb.gov.hk</p> <p>2. (a) 指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿的文本存放在指明住宅物業的售樓處，以供閱覽。</p> <p>(b) 無須為閱覽付費。</p> |
|--|---|

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

1. Exterior finishes

Item	Description		
(a) External wall	Type of finishes	Finished with aluminium framed glass curtain wall and windows, tiles, aluminium cladding, glass cladding, stone cladding, metal louvre, metal grille, metal balustrade, glass balustrade, paint and vertical greenery.	
(b) Window	Material of frame	Aluminium window frames.	
	Material of glass	Insulated Glass Unit (IGU) of clear glass and clear low-e coating glass, clear glass, laminated glass and fritted glass.	
(c) Bay window	Material	Not applicable.	
	Window sill finishes	Not applicable.	
(d) Planter	Type of finishes	Not applicable.	
(e) Verandah or balcony	(i) Type of finishes	Balcony	Installed with laminated tempered glass balustrade with aluminium frame.
		Balcony floor	Tiles and stone.
		Balcony wall	Tiles, aluminium cladding and aluminium louvre.
		Balcony ceiling	Aluminium false ceiling.
		Verandah	Not applicable.
	(ii) Whether it is covered	Balcony is covered.	
	Type and material	Not applicable.	
(f) Drying facilities for clothing	Type and material	Not applicable.	

- Remark:
- 4/F, 13/F, 14/F, 24/F & 34/F are omitted.
 - Residential floor starts from 5/F.

1. 外部裝修物料

細項	描述		
(a) 外牆	裝修物料的類型	鋪砌鋁框玻璃幕牆及窗、瓷磚、鋁質覆蓋層板、玻璃蓋板、石蓋層板、金屬百葉、金屬格柵、金屬欄杆、玻璃欄杆、油漆及垂直綠化。	
(b) 窗	框的用料	鋁質窗框。	
	玻璃的用料	雙層中空玻璃(清玻璃及低輻射鍍膜清玻璃)，清玻璃，夾層玻璃及彩釉玻璃。	
(c) 窗台	用料	不適用。	
	窗台板的裝修物料	不適用。	
(d) 花槽	裝修物料的類型	不適用。	
(e) 陽台或露台	(i) 裝修物料的類型	露台	裝有夾層鋼化玻璃欄杆連鋁質框。
		露台地板	瓷磚及石材。
		露台牆壁	瓷磚，鋁質覆蓋層板及鋁質百葉。
		露台天花	鋁質假天花。
		陽台	不適用。
	(ii) 是否有蓋	露台有蓋。	
	類型及用料	不適用。	
(f) 乾衣設施	類型及用料	不適用。	

- 備註：
- 不設4樓、13樓、14樓、24樓及34樓。
 - 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

2. Interior finishes

Item	Description			
		Type of wall finishes	Type of floor finishes	Type of ceiling finishes
(a) Lobby	Residential entrance lobby on G/F	Reconstituted stone, metal, paint, wood veneer and glass.	Reconstituted stone.	Gypsum board and wooden false ceiling with paint and metal.
	Residential shuttle lift lobby on 3/F	Reconstituted stone, tiles, metal and glass.	Reconstituted stone.	Wooden false ceiling with paint.
	Residential lift lobbies on 3/F	Wood veneer, wallpaper, metal and glass.	Reconstituted stone.	Gypsum board and wooden false ceiling with paint.
	Lift lobbies on residential floors	Tiles, metal, stone plastic composite, timber veneer, paint and glass.	Tile.	Gypsum board and wooden false ceiling with paint.
	Fireman's lift lobby on residential floors	Metal and paint.	Tile.	Gypsum board false ceiling with paint.
		Type of wall finishes		Type of ceiling finishes
(b) Internal wall and ceiling	Living room, Dining room and Bedroom (including Master Bedroom)	Paint where exposed.		Ceiling finishes with paint where exposed and gypsum board bulkhead finished with paint.

- Remark:
- 4/F, 13/F, 14/F, 24/F & 34/F are omitted.
 - Residential floor starts from 5/F.

2. 室內裝修物料

細項	描述			
		牆壁的裝修物料的類型	地板的裝修物料的類型	天花板的裝修物料的類型
(a) 大堂	地下住宅入口大堂	複合石材、金屬、油漆、木皮飾面及玻璃。	複合石材。	髹油漆之石膏板、木製假天花及金屬。
	3樓住宅穿梭升降機大堂	複合石材、瓷磚、金屬及玻璃。	複合石材。	髹油漆之木製假天花。
	3樓住宅升降機大堂	木皮飾面、牆紙、金屬及玻璃。	複合石材。	髹油漆之石膏板及木製假天花。
	住宅層升降機大堂	瓷磚、金屬、石塑板、木皮飾面、油漆及玻璃。	瓷磚。	髹油漆之石膏板及木製假天花。
	住宅層消防員升降機大堂	金屬及油漆。	瓷磚。	髹油漆之石膏板假天花。
		牆壁的裝修物料的類型		天花板的裝修物料的類型
(b) 內牆及天花板	客廳、飯廳及睡房 (包括主人睡房)	外露牆配以油漆。		外露天花板髹油漆及裝飾橫樑髹油漆。

- 備註：
- 不設4樓、13樓、14樓、24樓及34樓。
 - 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

2. Interior Finishes

Item	Description				
		Material of floor		Material of skirting	
(c) Internal floor	Living room, Dining room and Bedroom (including Master Bedroom)	Engineered timber flooring with tile border at open kitchen and reconstituted stone border at balcony and flat roof door access.		Engineered timber.	
		Wall	Floor	Ceiling	
(d) Bathroom (including Master Bathroom)	(i) Type of finishes	Tiles on exposed surface.	Tiles on exposed surface.	Aluminium false ceiling and gypsum board false ceiling with paint.	
	(ii) Whether the wall finishes run up to the ceiling	Run up to false ceiling level.			
		Wall	Floor	Ceiling	Cooking bench
(e) Kitchen (including Open Kitchen)	(i) Type of finishes	Tiles on exposed surface.	Tiles border along edge of kitchen cabinet and engineered timber flooring where exposed.	Gypsum board false ceiling finished with paint where exposed.	Solid surface material.
	(ii) Whether the wall finishes run up to the ceiling	Run up to false ceiling level.			

- Remark:
- 4/F, 13/F, 14/F, 24/F & 34/F are omitted.
 - Residential floor starts from 5/F.

2. 室內裝修物料

細項	描述				
		地板的用料			牆腳線的用料
(c) 內部地板	客廳、飯廳及睡房 (包括主人睡房)	複合木地板，沿開放式廚房及通往露台及平台門戶之地台圍邊部分分別鋪砌瓷磚及複合石材。			複合木。
		牆壁	地板		天花板
(d) 浴室 (包括主人浴室)	(i) 裝修物料的類型	外露位置鋪砌瓷磚。	外露位置鋪砌瓷磚。		鋁質假天花及髹油漆之石膏板假天花。
	(ii) 牆壁的裝修物料是否鋪至天花板	鋪至假天花水平。			
		牆壁	地板	天花板	灶台
(e) 廚房 (包括開放式廚房)	(i) 裝修物料的類型	外露位置鋪砌瓷磚。	外露地板配以瓷磚圍邊於沿廚櫃邊及複合木地板。	石膏板假天花外露位置髹油漆。	實體面材。
	(ii) 牆壁的裝修物料是否鋪至天花板	鋪至假天花水平。			

- 備註：
- 不設4樓、13樓、14樓、24樓及34樓。
 - 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior Fittings

Item	Description			
		Material	Finishes	Accessories
(a) Doors	Unit main entrance door	Solid core fire rated timber door.	Plastic laminate and metal trim.	Lockset, concealed door closer, door hinges, smoke seal, door stopper and eye viewer.
	Sliding door to balcony and utility platform and flat roof on 5/F (Except Unit C10)	Aluminium framed glass door.	Coated aluminium frame and glass.	Door handle, lockset and door stopper.
	Door to balcony and utility platform for Unit C10	Aluminium framed glass door.	Coated aluminium frame and glass.	Door handle, lockset, door hinges and door stopper.
	Master bedroom and bedroom door	Hollow core timber door.	Wood veneer.	Door handle, lockset, door hinges and door stopper.
	Master bathroom and bathroom door (Except Unit C9)	Hollow core timber door.	Wood veneer.	Door handle, lockset, door hinges and door stopper.
	Sliding door for Unit C9 bathroom	Hollow core timber door.	Wood veneer.	Door handle and lockset.
	Store door for Unit A1	Hollow core timber door.	Wood veneer.	Door handle, lockset, door hinges and door stopper.
	Roof door of Units A1, A2, C1, C2 & C3 on 42/F	Aluminium door.	Coated aluminium.	Door handle, lockset, door hinges and door stopper.

- Remark:
- 4/F, 13/F, 14/F, 24/F & 34/F are omitted.
 - Residential floor starts from 5/F.

3. 室內裝置

細項	描述			
		用料	裝修物料	配件
(a) 門	單位主入口門	實心防火木門。	飾面膠板及金屬飾條。	門鎖、暗藏氣鼓、門鉸、防煙條、門擋及防盜眼。
	露台及工作平台及5樓平台趟門 (C10單位除外)	鋁質框玻璃門。	塗層鋁框及玻璃。	門把手、門鎖及門擋。
	C10單位露台及工作平台門	鋁質框玻璃門。	塗層鋁框及玻璃。	門把手、門鎖、門鉸及門擋。
	主人睡房及睡房門	空心木門。	木皮飾面。	門把手、門鎖、門鉸及門擋。
	主人浴室及浴室門 (C9單位除外)	空心木門。	木皮飾面。	門把手、門鎖、門鉸及門擋。
	C9單位浴室趟門	空心木門。	木皮飾面。	門把手及門鎖。
	A1單位儲物室門	空心木門。	木皮飾面。	門把手、門鎖、門鉸及門擋。
	42樓A1, A2, C1, C2及C3單位天台門	鋁質門。	塗層鋁。	門把手、門鎖、門鉸及門擋。

- 備註：
- 不設4樓、13樓、14樓、24樓及34樓。
 - 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior Fittings

Item	Description				
		Type	Material		
(b) Bathroom (including Master Bathroom)	(i) Fittings and equipment	Wash basin	Vitreous china.		
		Water closet	Vitreous china.		
		Wash basin mixer	Metal.		
		Hook	Metal.		
		Vanity counter countertop	Reconstituted stone.		
		Vanity counter cabinet	Timber, wood veneer and metal.		
		Mirror cabinet	Timber, mirror, wood veneer, metal and glass.		
		Paper holder	Metal.		
		Curtain rod	Metal.		
	(ii) Water supply system	Copper pipes for cold and hot water supply system. Unplasticized Polyvinyl Chloride pipes for flushing water supply system.			
	(iii)Bathing facilities (including shower or bath tub, if applicable)	Bathing facilities (Applicable to bathroom with shower cubicle)	Shower set	Metal.	
			Shower cubicle	Clear tempered glass partition and glass door.	
		Bathing facilities (Applicable to bathroom and master bathroom with bathtub)	Shower set	Metal.	
			Bathtub	Enameled steel.	
	(iv)Size of bath tub, if applicable	External size: 1500mm (Length), 700mm (Width), 390mm (Depth)			

- Remark:
- 4/F, 13/F, 14/F, 24/F & 34/F are omitted.
 - Residential floor starts from 5/F.

3. 室內裝置

細項	描述			
		類型		用料
(b) 浴室 (包括 主人浴室)	(i) 裝置及設備	洗手盆		陶瓷。
		坐廁		陶瓷。
		洗手盆水龍頭		金屬。
		掛勾		金屬。
		洗手盆櫃檯面		複合石材。
		洗手盆櫃檯		木材、木皮飾面及金屬。
		鏡櫃		木材、鏡、木皮飾面、金屬及玻璃。
		廁紙架		金屬。
		浴簾杆		金屬。
	(ii) 供水系統	冷熱水供水系統採用銅喉管。 沖廁水供水系統採用膠喉管。		
	(iii) 沐浴設施 (包括花灑 或浴缸(如適用的話))	沐浴設施 (適用於設有 淋浴間的 浴室)	花灑套裝	金屬。
			淋浴間	強化清玻璃間隔及玻璃門。
		沐浴設施 (適用於設有 浴缸的浴室 及主人浴室)	花灑套裝	金屬。
			浴缸	搪瓷鋼板。
	(iv)浴缸大小 (如適用的話)	外部尺寸：1500毫米(長)，700毫米(闊)，390毫米(深)		

- 備註：
- 不設4樓、13樓、14樓、24樓及34樓。
 - 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior Fittings

Item	Description		
		Material	
(c) Kitchen (including Open Kitchen)	(i) Sink unit	Metal.	
	(ii) Water supply system	Copper pipes for cold and hot water supply system.	
		Material	Finishes
	(iii) Kitchen cabinet	Timber.	Plastic laminated and metal.
		Type	
	(iv) All other fittings and equipment	Hot and cold water mixer, sprinkler head(s) (fitted in open kitchen) and smoke detector with a sounder base (fitted in living room and dining room near open kitchen).	
		Type	Material
(d) Bedroom (including Master Bedroom)	Fittings (including built-in wardrobe)	Not applicable.	Not applicable.
(e) Telephone	Location and number of connection points	Please refer to the “Schedule of Mechanical & Electrical Provisions of Residential Units”.	
(f) Aerials	Location and number of connection points	Please refer to the “Schedule of Mechanical & Electrical Provisions of Residential Units”.	
(g) Electrical installations	(i) Electrical fittings (including safety devices)	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units". Miniature circuit breaker (MCB) board completed with residual current protection is provided for all residential units.	
	(ii) Whether conduits are concealed or exposed	Conduits are concealed in part and exposed in part. Other than those parts of the conduits concealed within concrete, the rest of them are exposed. 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 the "Schedule of Mechanical & Electrical Provisions of Residential Units".	

- Remark:
- 4/F, 13/F, 14/F, 24/F & 34/F are omitted.
 - Residential floor starts from 5/F.

3. 室內裝置

細項	描述		
		用料	
(c) 廚房 (包括開放式廚房)	(i) 洗滌盆	金屬。	
	(ii) 供水系統	冷熱水供水系統採用銅喉管。	
		用料	裝修物料
	(iii) 廚櫃	木材。	飾面膠板及金屬。
		用料	
	(iv) 所有其他裝置及設備	冷熱水龍頭、消防花灑頭(設置在開放式廚房)及設有聲響警報基座的煙霧探測器(設置在開放式廚房旁的客廳及飯廳)。	
		類型	用料
(d) 睡房 (包括主人睡房)	裝置 (包括嵌入式衣櫃)	不適用。	不適用。
(e) 電話	接駁點的位置及數目	請參閱「住宅單位機電裝置數量說明表」。	
(f) 天線	接駁點的位置及數目	請參閱「住宅單位機電裝置數量說明表」。	
(g) 電力裝置	(i) 供電附件(包括安全裝置)	請參閱「住宅單位機電裝置數量說明表」。 所有住宅單位均裝設有漏電保護的總電掣箱。	
	(ii) 導管是隱藏或外露	導管部份隱藏及部份外露。 除部份隱藏於混凝土內之導管外，其他部份的導管均為外露。 外露的導管可能被假天花、裝飾橫樑、貯存櫃、飾板、非混凝土間牆、指定之管道槽位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「住宅單位機電裝置數量說明表」。	

- 備註：
- 不設4樓、13樓、14樓、24樓及34樓。
 - 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior Fittings

Item	Description	
(h) Gas supply	Type	Town gas.
	System	Town gas connection point is provided at open kitchen. Town gas supply pipes are connected to gas water heater which supplies hot water to open kitchen, bathroom and master bathroom for all residential units.
	Location	The gas water heater is installed above the false ceiling of the balcony and utility platform (For all residential units except residential units designated below) For the following designated residential units, the gas water heater is installed above the false ceiling located beneath the balcony and utility platform line above: A1, A2, A3, A5, A6, A7, A8, A9, B1, B2, B3, B5, B6, C1, C2, C3, C5 on 5/F
(i) Washing machine connection point	Location and Design	Water point and drain point are provided. For the location, please refer “Schedule of Mechanical & Electrical Provisions of Residential Units”.
(j) Water supply	(i) Material of water pipes	Copper pipes for cold and hot water supply system. Unplasticized Polyvinyl Chloride pipes for flushing water supply system.
	(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed. Other than those parts of water pipes concealed within mortar work, the rest of them are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.
	(iii) Whether hot water is available	Hot water is available for open kitchen, bathroom and master bathroom.

- Remark:
- 4/F, 13/F, 14/F, 24/F & 34/F are omitted.
 - Residential floor starts from 5/F.

3. 室內裝置

細項	描述	
(h) 氣體供應	類型	煤氣。
	系統	於開放式廚房提供煤氣接駁點。 所有住宅單位均裝有煤氣管道接駁至煤氣熱水爐供應熱水到開放式廚房、浴室及主人浴室。
	位置	煤氣熱水爐安裝於露台及工作平台假天花之上(所有住宅單位除以下指定住宅單位外) 以下指定住宅單位，煤氣熱水爐安裝於在上層露台及工作平台線下方的假天花之上：5樓A1、A2、A3、A5、A6、A7、A8、A9、B1、B2、B3、B5、B6、C1、C2、C3、C5單位
(i) 洗衣機接駁點	位置及設計	設有來水及去水接駁喉位。位置請參閱「住宅單位機電裝置數量說明表」。
(j) 供水	(i) 水管的用料	冷熱水供水系統採用銅喉管。 沖廁水供水系統採用膠喉管。
	(ii) 水管是隱藏或外露	水管是部份隱藏及部份外露。 除部份隱藏於砂漿內之水管外，其他部份的水管均為外露。 外露的水管可能被假天花、裝飾橫樑、貯存櫃、飾板、非混凝土間牆、指定之管道槽位或其他物料遮蓋或掩藏。
	(iii) 有否熱水供應	開放式廚房、浴室及主人浴室有熱水供應。

- 備註：
- 不設4樓、13樓、14樓、24樓及34樓。
 - 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

4. Miscellaneous

Item	Description				
(a) Lifts	Residential lift	(i) Brand name and model number	Brand name		Fujitec
			Model number		ZEXIA
		(ii) Number and floors served by them	Number of lifts		7
			Floors served by the lift(s)	Tower 1, Tower 2 and Tower 3 (L1, L2, L4, L5, L6, L7)	6 lifts serving 3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-42/F. (4/F,13/F,14/F,24/F and 34/F not used)
				Tower 1, Tower 2 and Tower 3 (L3)	1 lift serving G/F, M1/F, 1/F, 2/F, M2/F, M3/F, 3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-42/F & R/F. (4/F, 13/F, 14/F, 24/F and 34/F not used)
	Residential shuttle lift	(i) Brand name and model number	Brand name		Fujitec
			Model number		REXIA
		(ii) Number and floors served by them	Number of lifts		3
			Floors served by the lifts		3 lifts serving G/F, 1/F, 2/F, M3/F, 3/F. (Excluding M1/F & M2/F)
	Car lift	(i) Brand name and model number	Brand name		Fujitec
Model number			ZEXIA		
(ii) Number and floors served by them		Number of lifts		2	
		Floors served by the lifts		2 lifts serving G/F and 1/F (Excluding M1/F)	

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

4. 雜項

細項	描述					
(a) 升降機	住宅升降機	(i) 品牌名稱及產品型號	品牌名稱		富士達	
			產品型號		ZEXIA	
		(ii) 升降機的數目及到達的樓層	升降機的數目		7部	
			到達的樓層	第1座、第2座及第3座 (L1, L2, L4, L5, L6, L7)	6部升降機到達3樓、5樓至12樓、15樓至23樓、25樓至33樓及35樓至42樓。(不設4樓、13樓、14樓、24樓及34樓)	
				第1座、第2座及第3座 (L3)	1部升降機到達地下、夾層1樓、1樓、2樓、夾層2樓、夾層3樓、3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至42樓及天台。(不設4樓、13樓、14樓、24樓及34樓)	
				住宅穿梭升降機	(i) 品牌名稱及產品型號	品牌名稱
	產品型號		REXIA			
	(ii) 升降機的數目及到達的樓層	升降機的數目			3部	
		到達的樓層			3部升降機到達地下、1樓、2樓、夾層3樓及3樓。(不到達夾層1樓及夾層2樓。)	
	汽車升降機	(i) 品牌名稱及產品型號	品牌名稱		富士達	
			產品型號		ZEXIA	
		(ii) 升降機的數目及到達的樓層	升降機的數目		2部	
到達的樓層			2部升降機到達地下及1樓(不到達夾層1樓。)			

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

4. Miscellaneous

Item	Description			
(b) Letter box	Material	Metal		
(c) Refuse collection	(i) Means of refuse collection	Refuse will be collected by cleaners.		
	(ii) Location of refuse room	Refuse storage and material recovery room is located at each residential floor. Refuse storage and material recovery chamber is located on G/F.		
		Water meter	Electricity meter	Gas meter
(d) Water meter, electricity meter and gas meter	(i) Location	Water meter is installed in water meter cabinet on each residential floor.	Electricity meter is installed in electric meter cabinet on each residential floor (For all residential units except designated residential units below). For the following designated residential units, the electricity meter is installed in the electric meter room on each residential floor: Units B1, B2, B3, B5, B6 on each residential floor.	Gas meter is installed above the false ceiling of the balcony and utility platform (For all residential units except designated residential units below). For the following designated residential units, the gas meter is installed above the false ceiling located beneath the balcony and utility platform line above: Units A1, A2, A3, A5, A6, A7, A8, A9, B1, B2, B3, B5, B6, C1, C2, C3, C5 on 5/F.
	(ii) Whether they are separate or communal meters for residential properties	Separate	Separate	Separate

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

4. 雜項

細項	描述			
(b) 信箱	用料	金屬		
(c) 垃圾收集	(i) 垃圾收集的方法	由清潔工人收集垃圾。		
	(ii) 垃圾房的位置	垃圾及物料回收室位於每層住宅樓層。 垃圾及物料回收房設於地下。		
		水錶	電錶	氣體錶
(d) 水錶、電錶及氣體錶	(i) 位置	水錶安裝於各住宅樓層之水錶櫃內。	電錶安裝於各住宅樓層的電錶櫃內 (所有住宅單位除以下指定住宅單位外)。 以下指定住宅單位電錶安裝於各住宅樓層電錶房內：各住宅樓層的B1、B2、B3、B5、B6單位。	氣體錶安裝於露台及工作平台假天花之上 (所有住宅單位除以下指定住宅單位外)。 以下指定住宅單位氣體錶安裝於在上層露台及工作平台線下方的假天花之上：5樓A1、A2、A3、A5、A6、A7、A8、A9、B1、B2、B3、B5、B6、C1、C2、C3、C5單位。
	(ii) 就住宅單位而言是獨立抑或公用的錶	獨立	獨立	獨立

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Item	Description	
5. Security Facilities	Security system and equipment (including details of built-in provisions and their locations)	Each residential unit is equipped with video door phone connected to G/F residential entrance lobby's caretaker counter. Visitor intercom panel and security system are provided at G/F residential entrance lobby. Closed-circuit television system is provided at residential entrance lobby on G/F, car park, recreational facilities, inside lift cars, inside car lift cars, landscape area, residential shuttle lift lobbies, major passages and connected to the security control room at M3/F. Vehicular (in and out) control system is installed at car park.

Item	Description	
6. Appliances	Brand name and model number	For brand name and model number of appliances, please refer to the “Appliances Schedule”.

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

細項	描述	
5. 保安設施	保安系統及設備 (包括嵌入式的裝備的細節及其位置)	每戶住宅單位設有視像對講機、並連接地下住宅入口大堂管理員櫃枱。地下住宅入口大堂提供訪客對講機及保安系統。地下住宅入口大堂、停車場、康樂設施、升降機內、汽車升降機內、園景區、住宅穿梭升降機大堂、主要通道均設有閉路電視系統連接夾層3樓保安控制室。停車場設有汽車出入控制系統。

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

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備說明表

Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Tower 1 第1座															
			5/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 5樓至12樓、15樓至23樓、25樓至33樓及35樓至41樓									42/F 42樓						
			A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9
Multi Split Type Air-conditioner (Indoor Unit) 多聯分體式空調機(室內機)	Panasonic 樂聲牌	CS-Z25TKEW	-	Y	Y	Y	Y	Y	Y	Y	Y	-	-	-	-	-	-	-
		CS-Z50TKEW	-	Y	Y	Y	Y	Y	Y	Y	-	-	-	-	-	-	-	-
		CS-Z71TKEW	-	-	-	-	-	-	-	-	Y	-	-	-	-	-	-	-
Multi Split Type Air-conditioner (Outdoor Unit) 多聯分體式空調機(室外機)		CU-5E34PBE	-	Y	Y	Y	Y	Y	Y	Y	Y*	-	-	-	-	-	-	-
Variable Refrigerant Flow Type Air-conditioner (Indoor Unit) 變流量多聯空調機(室內機)		S-28MK2E5A	Y	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		S-36MK2E5A	Y	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		S-45MK2E5A	Y	-	-	-	-	-	-	-	Y	Y	Y	Y	Y	Y	Y	Y
		S-73MK2E5A	Y	-	-	-	-	-	-	-	Y	-	-	-	-	-	-	-
		S-106MK2E5A	-	-	-	-	-	-	-	-	-	Y	Y	Y	Y	Y	Y	Y
Variable Refrigerant Flow Type Air-conditioner (Outdoor Unit) 變流量多聯空調機(室外機)		U-5LE2H4	-	-	-	-	-	-	-	-	Y	-	-	-	-	-	-	-
		U-6LE2H4	Y	-	-	-	-	-	-	-	-	Y	Y	Y	Y	Y	Y	Y
Gas Water Heater 煤氣熱水爐	TGC	RBOX16QR	Y	-	Y	-	-	Y	Y	-	Y	-	Y	-	-	Y	Y	-
		RBOX16QL	-	Y	-	Y	Y	-	-	Y	-	Y	-	Y	Y	-	-	Y
Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE3H2	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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

Notes:

- “Y” denotes such appliance(s) is/are provided and/or installed in the residential unit. “-” denotes “not provided”.
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- Residential floor starts from 5/F.
- The Vendor may substitute the appliances with a model of the same specification but with opposite side of hinge or a different model with comparable quality.

* This Multi Split Type Air-conditioner (Outdoor Unit) shall be installed at the roof of Unit A1 on 42/F (which is located on R/F).

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

- “Y” 表示此設備於該住宅單位內提供及/或安裝。“-” 表示“不提供”。
- 不設4樓、13樓、14樓、24樓及34樓。
- 住宅層由5樓開始。
- 賣方可能以相同規格但配設相反鉸鏈的型號，或以品質相若的不同型號代替設備。

* 此多聯分體式空調機(室外機)將會裝設在位於天台層的42樓A1單位天台。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備說明表

Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Tower 1 第1座															
			5/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 5樓至12樓、15樓至23樓、25樓至33樓及35樓至41樓								42/F 42樓							
			A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9
Cooker Hood 抽油煙機	Siemens 西門子	LI67SA531B	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Induction Hob 電磁爐	Siemens 西門子	EH375FBB1E	-	Y	Y	Y	Y	Y	Y	Y	-	Y	Y	Y	Y	Y	Y	Y
		EH675LDC2E	Y	-	-	-	-	-	-	-	Y	-	-	-	-	-	-	-
Built-in Microwave Oven with Grill 嵌入式微波燒烤爐	Siemens 西門子	BE732R1B1B	Y	-	Y	-	Y	Y	Y	-	Y	-	Y	-	Y	Y	Y	-
		BE732L1B1B	-	Y	-	Y	-	-	-	Y	-	Y	-	Y	-	-	-	Y
Single Door Refrigerator 單門雪櫃	Siemens 西門子	KI42LADD1K	-	-	-	-	Y	Y	Y	Y	-	-	-	-	Y	Y	Y	Y
Double Doors Refrigerator 雙門雪櫃	Siemens 西門子	KI86NHFD0K	Y	Y	Y	Y	-	-	-	-	Y	Y	Y	Y	-	-	-	-
Washer & Dryer 洗衣乾衣機	Siemens 西門子	WK14S251HK	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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

Notes:

- “Y” denotes such appliance(s) is/are provided and/or installed in the residential unit. “-” denotes “not provided”.
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- Residential floor starts from 5/F.
- The Vendor may substitute the appliances with a model of the same specification but with opposite side of hinge or a different model with comparable quality.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

- “Y” 表示此設備於該住宅單位內提供及/或安裝。“-” 表示“不提供”。
- 不設4樓、13樓、14樓、24樓及34樓。
- 住宅層由5樓開始。
- 賣方可能以相同規格但配設相反鉸鏈的型號，或以品質相若的不同型號代替設備。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備說明表

Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Tower 2 第2座										
			5/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 5樓至12樓、15樓至23樓、25樓至33樓及35樓至41樓					42/F 42樓					
			B1	B2	B3	B5	B6	B1	B2	B3	B5	B6	
Multi Split Type Air-conditioner (Indoor Unit) 多聯分體式空調機(室內機)	Panasonic 樂聲牌	CS-Z25TKEW	Y	Y	Y	Y	Y	-	-	-	-	-	
		CS-Z35TKEW	-	Y	-	-	-	-	Y	-	-	-	
		CS-Z50TKEW	Y	-	Y	Y	Y	-	Y	-	-	-	
Multi Split Type Air-conditioner (Outdoor Unit) 多聯分體式空調機(室外機)		CU-4E23PBE	-	Y	-	-	-	-	-	-	-	-	
CU-5E34PBE		Y	-	Y	Y	Y	-	Y	-	-	-	-	
Variable Refrigerant Flow Type Air-conditioner (Indoor Unit) 變流量多聯空調機(室內機)		S-45MK2E5A	-	-	-	-	-	Y	-	Y	Y	Y	Y
		S-106MK2E5A	-	-	-	-	-	Y	-	Y	Y	Y	Y
Variable Refrigerant Flow Type Air-conditioner (Outdoor Unit) 變流量多聯空調機(室外機)		U-6LE2H4	-	-	-	-	-	Y	-	Y	Y	Y	Y
Gas Water Heater 煤氣熱水爐	TGC	RBOX16QR	-	Y	-	Y	Y	-	Y	-	Y	Y	Y
		RBOX16QL	Y	-	Y	-	-	Y	-	Y	-	-	-
Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE3H2	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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

Notes:

- “Y” denotes such appliance(s) is/are provided and/or installed in the residential unit. “-” denotes “not provided”.
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- Residential floor starts from 5/F.
- The Vendor may substitute the appliances with a model of the same specification but with opposite side of hinge or a different model with comparable quality.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

- “Y” 表示此設備於該住宅單位內提供及/或安裝。“-” 表示“不提供”。
- 不設4樓、13樓、14樓、24樓及34樓。
- 住宅層由5樓開始。
- 賣方可能以相同規格但配設相反鉸鏈的型號，或以品質相若的不同型號代替設備。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備說明表

Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Tower 2 第2座									
			5/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 5樓至12樓、15樓至23樓、25樓至33樓及35樓至41樓					42/F 42樓				
			B1	B2	B3	B5	B6	B1	B2	B3	B5	B6
Cooker Hood 抽油煙機	Siemens 西門子	LI67SA531B	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Induction Hob 電磁爐	Siemens 西門子	EH375FBB1E	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
		EH675LDC2E	-	-	-	-	-	-	-	-	-	-
Built-in Microwave Oven with Grill 嵌入式微波燒烤爐	Siemens 西門子	BE732R1B1B	Y	-	-	Y	Y	Y	-	-	Y	Y
		BE732L1B1B	-	Y	Y	-	-	-	Y	Y	-	-
Single Door Refrigerator 單門雪櫃	Siemens 西門子	KI42LADD1K	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Double Doors Refrigerator 雙門雪櫃	Siemens 西門子	KI86NHFD0K	-	-	-	-	-	-	-	-	-	-
Washer & Dryer 洗衣乾衣機	Siemens 西門子	WK14S251HK	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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

Notes:

- “Y” denotes such appliance(s) is/are provided and/or installed in the residential unit. “-” denotes “not provided”.
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- Residential floor starts from 5/F.
- The Vendor may substitute the appliances with a model of the same specification but with opposite side of hinge or a different model with comparable quality.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

- “Y” 表示此設備於該住宅單位內提供及/或安裝。“-” 表示“不提供”。
- 不設4樓、13樓、14樓、24樓及34樓。
- 住宅層由5樓開始。
- 賣方可能以相同規格但配設相反鉸鏈的型號，或以品質相若的不同型號代替設備。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備說明表

Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Tower 3 第3座																	
			5/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 5樓至12樓、15樓至23樓、25樓至33樓及35樓至41樓									42/F 42樓								
			C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10
Multi Split Type Air-conditioner (Indoor Unit) 多聯分體式空調機(室內機)	Panasonic 樂聲牌	CS-Z25TKEW	Y	Y	Y	Y	Y	Y	Y	Y	Y	-	-	-	-	-	-	-	-	-
		CS-Z35TKEW	Y	-	-	Y	Y	Y	Y	Y	Y	-	-	-	Y	Y	Y	Y	Y	Y
		CS-Z50TKEW	Y	Y	Y	-	-	-	-	-	-	-	-	-	Y	Y	Y	Y	-	-
Multi Split Type Air-conditioner (Outdoor Unit) 多聯分體式空調機(室外機)		CU-4E23PBE	-	-	-	Y	Y	Y	Y	Y	Y	-	-	-	-	-	-	-	-	-
CU-5E34PBE		Y	Y	Y	-	-	-	-	-	-	-	-	-	-	Y	Y	Y	Y	Y	Y
Variable Refrigerant Flow Type Air-conditioner (Indoor Unit) 變流量多聯空調機(室內機)		S-45MK2E5A	-	-	-	-	-	-	-	-	-	Y	Y	Y	-	-	-	-	-	-
		S-73MK2E5A	-	-	-	-	-	-	-	-	-	Y	-	-	-	-	-	-	-	-
		S-106MK2E5A	-	-	-	-	-	-	-	-	-	Y	Y	Y	-	-	-	-	-	-
Variable Refrigerant Flow Type Air-conditioner (Outdoor Unit) 變流量多聯空調機(室外機)		U-6LE2H4	-	-	-	-	-	-	-	-	-	Y	Y	Y	-	-	-	-	-	-
Gas Water Heater 煤氣熱水爐	TGC	RBOX16QR	-	Y	-	Y	Y	-	Y	Y	-	-	Y	-	Y	Y	-	Y	Y	-
		RBOX16QL	Y	-	Y	-	-	Y	-	-	Y	Y	-	Y	-	-	Y	-	-	Y
Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE3H2	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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

Notes:

1. “Y” denotes such appliance(s) is/are provided and/or installed in the residential unit. “-” denotes “not provided”.
2. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
3. Residential floor starts from 5/F.
4. The Vendor may substitute the appliances with a model of the same specification but with opposite side of hinge or a different model with comparable quality.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

1. “Y” 表示此設備於該住宅單位內提供及/或安裝。“-” 表示“不提供”。
2. 不設4樓、13樓、14樓、24樓及34樓。
3. 住宅層由5樓開始。
4. 賣方可能以相同規格但配設相反鉸鏈的型號，或以品質相若的不同型號代替設備。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Appliances Schedule 設備說明表

Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	Tower 3 第3座																	
			5/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 5樓至12樓、15樓至23樓、25樓至33樓及35樓至41樓									42/F 42樓								
			C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10
Cooker Hood 抽油煙機	Siemens 西門子	LI67SA531B	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Induction Hob 電磁爐	Siemens 西門子	EH375FBB1E	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
		EH675LDC2E	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Built-in Microwave Oven with Grill 嵌入式微波燒烤爐	Siemens 西門子	BE732R1B1B	Y	Y	-	-	-	Y	-	Y	Y	Y	Y	-	-	-	Y	-	Y	Y
		BE732L1B1B	-	-	Y	Y	Y	-	Y	-	-	-	-	Y	Y	Y	-	Y	-	-
Single Door Refrigerator 單門雪櫃	Siemens 西門子	KI42LADD1K	-	-	-	Y	Y	Y	Y	Y	Y	-	-	-	Y	Y	Y	Y	Y	Y
Double Doors Refrigerator 雙門雪櫃	Siemens 西門子	KI86NHFD0K	Y	Y	Y	-	-	-	-	-	-	Y	Y	Y	-	-	-	-	-	-
Washer & Dryer 洗衣乾衣機	Siemens 西門子	WK14S251HK	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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

Notes:

1. “Y” denotes such appliance(s) is/are provided and/or installed in the residential unit. “-” denotes “not provided”.
2. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
3. Residential floor starts from 5/F.
4. The Vendor may substitute the appliances with a model of the same specification but with opposite side of hinge or a different model with comparable quality.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

1. “Y” 表示此設備於該住宅單位內提供及/或安裝。“-” 表示“不提供”。
2. 不設4樓、13樓、14樓、24樓及34樓。
3. 住宅層由5樓開始。
4. 賣方可能以相同規格但配設相反鉸鏈的型號，或以品質相若的不同型號代替設備。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 1 第1座																								
		5/F 5樓								6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓								42/F 42樓								
		A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	
Living Room and Dining Room 客廳及飯廳	Lighting Switch 燈掣	11	10	10	10	10	9	9	9	10	9	9	9	9	8	8	8	10	9	9	9	9	8	8	8	
	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	13A Single Socket Outlet (With USB Port) 13安培單位電插座(附有USB接口)	-	1	1	1	-	-	-	-	-	1	1	1	-	-	-	-	-	1	1	1	-	-	-	-	
	13A Single Socket Outlet 13安培單位電插座	3	2	2	2	3	1	1	1	3	2	2	2	3	1	1	1	3	2	2	2	3	1	1	1	
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
	TV & FM Outlet 電視及電台插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
	Switch for Thermo Ventilator 浴室寶開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Switch for Gas Water Heater 煤氣熱水爐開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Lighting Point 燈位	5	4	4	4	4	3	3	3	5	4	4	4	4	3	3	3	5	4	4	4	4	3	3	3	
	Video Door Phone 視像對講機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Miniature Circuit Breaker Board 總電掣箱	-	1	1	1	-	-	-	-	-	1	1	1	-	-	-	-	-	1	1	1	-	-	-	-	
	Smart Lockset 電子門鎖	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	13A Single Socket Outlet for Microwave Oven with Grill 微波燒烤爐13安培單位電插座	1	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	

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

Notes:

1. “1, 2, ……” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
2. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
3. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
4. Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

1. “1，2，……”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
2. 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
3. 不設4樓、13樓、14樓、24樓及34樓。
4. 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 1 第1座																								
		5/F 5樓								6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓								42/F 42樓								
		A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	
Master Bedroom 主人睡房	Lighting Switch 燈掣	3	1	1	1	1	1	1	1	3	1	1	1	1	1	1	1	3	1	1	1	1	1	1	1	
	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
	13A Single Socket Outlet 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		
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
	TV & FM Outlet 電視及電台插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
	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		
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
	Switch for Thermo Ventilator 浴室寶開關掣	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	

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

Notes:

1. “1, 2, ……” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
2. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
3. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
4. Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

1. “1，2，……”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
2. 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
3. 不設4樓、13樓、14樓、24樓及34樓。
4. 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 1 第1座																								
		5/F 5樓								6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓								42/F 42樓								
		A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	
Bedroom / Bedroom 1 睡房/睡房1	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	13A Single Socket Outlet 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	
	TV & FM Outlet 電視及電台插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	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	
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Bedroom 2 睡房2	Lighting Switch 燈掣	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	13A Twin Socket Outlet 13安培雙位電插座	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	13A Single Socket Outlet 13安培單位電插座	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	TV and FM Outlet 電視及電台插座	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	Telephone Outlet 電話插座	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	Lighting Point 燈位	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	

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

Notes:

1. “1, 2, ……” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
2. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
3. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
4. Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

1. “1，2，……”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
2. 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
3. 不設4樓、13樓、14樓、24樓及34樓。
4. 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 1 第1座																								
		5/F 5樓								6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓									42/F 42樓							
		A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	
Open Kitchen 開放式廚房	Power Supply Point for Induction Hob 電磁爐供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Switch for Induction Hob 電磁爐開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	13A Single Socket Outlet for Microwave Oven with Grill 微波燒烤爐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	
	13A Single Socket Outlet for Refrigerator 雪櫃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	
	13A Single Socket Outlet for Washer & Dryer 洗衣乾衣機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	
	13A Single Socket Outlet for Cooker Hood 抽油煙機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	
	Power Supply Point for Cabinet Light 櫃燈供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Miniature Circuit Breaker Board 總電掣箱	-	-	-	-	1	1	1	1	-	-	-	-	1	1	1	1	-	-	-	-	1	1	1	1	
	Washer & Dryer Connection Point (Water Inlet & Outlet) 洗衣乾衣機接駁點(來去水位)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

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

Notes:

- “1, 2,” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
- The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

- “1，2，.....”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
- 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
- 不設4樓、13樓、14樓、24樓及34樓。
- 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 1 第1座																								
		5/F 5樓									6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓									42/F 42樓						
		A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	
Store 儲物室	Lighting Switch 燈掣	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	13A Single Socket Outlet 13安培單位電插座	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	Lighting Point 燈位	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	Miniature Circuit Breaker Board 總電掣箱	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
Bathroom 浴室	13A Single Socket Outlet (With USB Port) 13安培單位電插座(附有USB接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Power Supply Point for Thermo Ventilator 浴室寶供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Power Supply Point for Cabinet Light 櫃燈供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	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	
	Gas Water Heater Temperature Remote Control 煤氣熱水爐溫度掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

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

- Notes:
- “1, 2,” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
 - The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
 - 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
 - Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

- 備註：
- “1，2，.....”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
 - 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
 - 不設4樓、13樓、14樓、24樓及34樓。
 - 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 1 第1座																								
		5/F 5樓								6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓								42/F 42樓								
		A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	
Master Bathroom 主人浴室	13A Single Socket Outlet (With USB Port) 13安培單位電插座(附有USB接口)	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	Power Supply Point for Thermo Ventilator 浴室寶供電位	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	Power Supply Point for Cabinet Light 櫃燈供電位	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	Lighting Point 燈位	3	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-	
	Gas Water Heater Temperature Remote Control 煤氣熱水爐溫度掣	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
Balcony and Utility Platform 露台及工作平台	Lighting Point 燈位	-	-	-	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Power Supply Point for Gas Water Heater 煤氣熱水爐供電位	-	-	-	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Weatherproof Isolator for Air-conditioner (Outdoor Unit) 空調機(室外機)防水刀掣	-	-	-	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

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

- Notes:
- “1, 2,” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
 - The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
 - 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
 - Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

- 備註：
- “1，2，.....”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 1 第1座																								
		5/F 5樓								6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓								42/F 42樓								
A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9	A1	A2	A3	A5	A6	A7	A8	A9			
Flat Roof 平台	13A Weatherproof Single Socket Outlet 13安培防水單位電插座	2	1	1	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Lighting Point 燈位	6	4	4	4	4	5	5	5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Power Supply Point for Gas Water Heater 煤氣熱水爐供電位	1	1	1	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Weatherproof Isolator for Air-conditioner (Outdoor Unit) 空調機(室外機)防水刀掣	1	1	1	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Roof 天台	13A Weatherproof Single Socket Outlet 13安培防水單位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	-	-	
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	4	-	-	-	-	-	-	
	Weatherproof Lighting Switch 防水燈掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	-	-	
	Weatherproof Isolator for Air-conditioner (Outdoor Unit) 空調機(室外機)防水刀掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	
	Miniature Circuit Breaker Sub-board 分層電掣箱	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	-	-	

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

Notes:

1. “1, 2, ……” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
2. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
3. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
4. Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

1. “1，2，……”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 2 第2座														
		5/F 5樓					6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓					42/F 42樓				
		B1	B2	B3	B5	B6	B1	B2	B3	B5	B6	B1	B2	B3	B5	B6
Living Room and Dining Room 客廳及飯廳	Lighting Switch 燈掣	9	9	9	9	9	8	8	9	8	8	8	8	9	8	8
	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet (With USB Port) 13安培單位電插座(附有USB接口)	1	-	1	-	-	1	-	1	-	-	1	-	1	-	-
	13A Single Socket Outlet 13安培單位電插座	1	1	2	1	1	1	1	2	1	1	1	1	2	1	1
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	TV & FM Outlet 電視及電台插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Switch for Thermo Ventilator 浴室寶開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for Gas Water Heater 煤氣熱水爐開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	3	3	4	3	3	3	3	4	3	3	3	3	4	3	3
	Video Door Phone 視像對講機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Miniature Circuit Breaker Board 總電掣箱	1	-	1	-	-	1	-	1	-	-	1	-	1	-	-
	Smart Lockset 電子門鎖	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

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

Notes:

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- The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

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- “1，2，.....”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 2 第2座														
		5/F 5樓					6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓					42/F 42樓				
		B1	B2	B3	B5	B6	B1	B2	B3	B5	B6	B1	B2	B3	B5	B6
Master Bedroom 主人睡房	Lighting Switch 燈掣	1	-	1	1	1	1	-	1	1	1	1	-	1	1	1
	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	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
	13A Twin Socket Outlet 13安培雙位電插座	1	-	1	1	1	1	-	1	1	1	1	-	1	1	1
	TV & FM Outlet 電視及電台插座	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
	Lighting Point 燈位	1	-	1	1	1	1	-	1	1	1	1	-	1	1	1

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

Notes:

1. “1, 2, ……” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.

2. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).

3. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

4. Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

1. “1，2，……”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。

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3. 不設4樓、13樓、14樓、24樓及34樓。

4. 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 2 第2座														
		5/F 5樓					6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓					42/F 42樓				
		B1	B2	B3	B5	B6	B1	B2	B3	B5	B6	B1	B2	B3	B5	B6
Bedroom / Bedroom 1 睡房/睡房1	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	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
	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
	TV & FM Outlet 電視及電台插座	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
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

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

- Notes:
- “1, 2,” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
 - The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
 - 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
 - Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 2 第2座														
		5/F 5樓					6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓					42/F 42樓				
		B1	B2	B3	B5	B6	B1	B2	B3	B5	B6	B1	B2	B3	B5	B6
Open Kitchen 開放式廚房	Power Supply Point for Induction Hob 電磁爐供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for Induction Hob 電磁爐開關掣	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
	13A Single Socket Outlet for Microwave Oven with Grill 微波燒烤爐13安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Refrigerator 雪櫃13安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Washer & Dryer 洗衣乾衣機13安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet for Cooker Hood 抽油煙機13安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Power Supply Point for Cabinet Light 櫃燈供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Miniature Circuit Breaker Board 總電掣箱	-	1	-	1	1	-	1	-	1	1	-	1	-	1	1
	Washer & Dryer Connection Point (Water Inlet & Outlet) 洗衣乾衣機接駁點(來去水位)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

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

Notes:

1. “1, 2, ……” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
2. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
3. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
4. Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

1. “1，2，……”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 2 第2座														
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		B1	B2	B3	B5	B6	B1	B2	B3	B5	B6	B1	B2	B3	B5	B6
Bathroom 浴室	13A Single Socket Outlet (With USB Port) 13安培單位電插座(附有USB接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Power Supply Point for Thermo Ventilator 浴室寶供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Power Supply Point for Cabinet Light 櫃燈供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
	Gas Water Heater Temperature Remote Control 煤氣熱水爐溫度掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Balcony and Utility Platform 露台及工作平台	Lighting Point 燈位	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1
	Power Supply Point for Gas Water Heater 煤氣熱水爐供電位	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1
	Weatherproof Isolator for Air-conditioner (Outdoor Unit) 空調機(室外機)防水刀掣	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1
Flat Roof 平台	13A Weatherproof Single Socket Outlet 13安培防水單位電插座	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-
	Lighting Point 燈位	4	3	1	5	5	-	-	-	-	-	-	-	-	-	-
	Power Supply Point for Gas Water Heater 煤氣熱水爐供電位	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-
	Weatherproof Isolator for Air-conditioner (Outdoor Unit) 空調機(室外機)防水刀掣	1	1	*	1	1	-	-	-	-	-	-	-	-	-	-

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

Notes:

1. “1, 2, ……” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
2. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
3. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
4. Residential floor starts from 5/F.
- * One no. of Weatherproof Isolator for Air-conditioner (Outdoor Unit) for this residential unit shall be installed at designated place for installation of air-conditioning units for Unit B3 on 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

1. “1，2，……”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
2. 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
3. 不設4樓、13樓、14樓、24樓及34樓。
4. 住宅層由5樓開始。
- * 此住宅單位一個空調機(室外機)防水刀掣將會裝設於指定地方以供安裝5樓B3單位空調機。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 3 第3座																											
		5/F 5樓										6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓										42/F 42樓							
		C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10	
Living Room and Dining Room 客廳及飯廳	Lighting Switch 燈掣	10	10	10	9	8	8	8	9	9	9	9	9	8	8	8	8	9	9	9	9	9	8	8	8	8	9	9	
	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	1	1	1	1	1	1	1	2	2	1	1	1	1	1	1	1	2	2	1	1	1	1	1	1	1	2	2	
	13A Single Socket Outlet (With USB Port) 13安培單位電插座(附有USB接口)	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	
	13A Single Socket Outlet 13安培單位電插座	2	2	2	1	1	1	1	2	2	2	2	2	1	1	1	1	2	2	2	2	2	1	1	1	1	2	2	
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
	TV & FM Outlet 電視及電台插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
	Switch for Thermo Ventilator 浴室寶開關掣	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	1	1	
	Switch for Gas Water Heater 煤氣熱水爐開關掣	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	1	1	
	Lighting Point 燈位	4	4	4	3	3	3	3	4	3	4	4	4	3	3	3	3	4	3	4	4	4	3	3	3	3	4	3	
	Video Door Phone 視像對講機	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	1	1	
	Miniature Circuit Breaker Board 總電掣箱	1	1	1	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	1	1	1	1	-	-	-	-	-	1
	Smart Lockset 電子門鎖	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	

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

Notes:

1. “1, 2, ……” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
2. The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
3. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
4. Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

1. “1，2，……”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
2. 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
3. 不設4樓、13樓、14樓、24樓及34樓。
4. 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 3 第3座																											
		5/F 5樓										6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓										42/F 42樓							
		C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10	
Master Bedroom 主人睡房	Lighting Switch 燈掣	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	
	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	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	-	-	-	-	-	-	
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	
	TV & FM Outlet 電視及電台插座	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	
	Telephone Outlet 電話插座	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	
	Lighting Point 燈位	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	

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

Notes:

- “1, 2,” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
- The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

- “1，2，.....”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
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- 不設4樓、13樓、14樓、24樓及34樓。
- 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 3 第3座																											
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		C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10	
Bedroom / Bedroom 1 睡房/睡房1	Lighting Switch 燈掣	1	1	1	1	1	1	1	-	-	1	1	1	1	1	1	1	-	-	1	1	1	1	1	1	1	-	-	
	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	1	1	1	1	1	1	1	-	-	1	1	1	1	1	1	1	-	-	1	1	1	1	1	1	1	-	-	
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	1	1	1	1	-	-	1	1	1	1	1	1	1	-	-	1	1	1	1	1	1	1	-	-	
	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	-	-	
	TV & FM Outlet 電視及電台插座	1	1	1	1	1	1	1	-	-	1	1	1	1	1	1	1	-	-	1	1	1	1	1	1	1	-	-	
	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	-	-	
	Lighting Point 燈位	1	1	1	1	1	1	1	-	-	1	1	1	1	1	1	1	-	-	1	1	1	1	1	1	1	-	-	

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

Notes:

- “1, 2,” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
- The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

- “1，2，.....”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
- 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
- 不設4樓、13樓、14樓、24樓及34樓。
- 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 3 第3座																											
		5/F 5樓									6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓										42/F 42樓								
C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10			
Open Kitchen 開放式廚房	Power Supply Point for Induction Hob 電磁爐供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
	Switch for Induction Hob 電磁爐開關掣	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	1		
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
	13A Single Socket Outlet for Microwave Oven with Grill 微波燒烤爐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	1	1		
	13A Single Socket Outlet for Refrigerator 雪櫃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	1	1		
	13A Single Socket Outlet for Washer & Dryer 洗衣乾衣機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	1	1		
	13A Single Socket Outlet for Cooker Hood 抽油煙機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	1	1		
	Power Supply Point for Cabinet Light 櫃燈供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
	Miniature Circuit Breaker Board 總電掣箱	-	-	-	1	1	1	1	1	-	-	-	-	1	1	1	1	1	-	-	-	-	1	1	1	1	1	-	
	Washer & Dryer Connection Point (Water Inlet & Outlet) 洗衣乾衣機接駁點(來去水位)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
	Lighting Point 燈位	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	1	

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

Notes:

- “1, 2,” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
- The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

- “1，2，.....”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
- 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
- 不設4樓、13樓、14樓、24樓及34樓。
- 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

Location 位置	Description 描述	Tower 3 第3座																											
		5/F 5樓										6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓										42/F 42樓							
C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10			
Bathroom 浴室	13A Single Socket Outlet (With USB Port) 13安培單位電插座(附有USB接口)	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
	Power Supply Point for Thermo Ventilator 浴室寶供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
	Power Supply Point for Cabinet Light 櫃燈供電位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
	Lighting Point 燈位	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3		
	Gas Water Heater Temperature Remote Control 煤氣熱水爐溫度掣	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	1		
Balcony and Utility Platform 露台及工作平台	Lighting Point 燈位	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
	Power Supply Point for Gas Water Heater 煤氣熱水爐供電位	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			
	Weatherproof Isolator for Air-conditioner (Outdoor Unit) 空調機(室外機)防水刀掣	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1			

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

Notes:

- “1, 2,” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
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- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
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賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

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- 不設4樓、13樓、14樓、24樓及34樓。
- 住宅層由5樓開始。

FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

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

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		5/F 5樓										6/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-41/F 6樓至12樓、15樓至23樓、 25樓至33樓及35樓至41樓										42/F 42樓							
C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10	C1	C2	C3	C5	C6	C7	C8	C9	C10			
Flat Roof 平台	13A Weatherproof Single Socket Outlet 13安培防水單位電插座	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Lighting Point 燈位	4	4	4	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Power Supply Point for Gas Water Heater 煤氣熱水爐供電位	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Weatherproof Isolator for Air-conditioner (Outdoor Unit) 空調機(室外機)防水刀掣	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Roof 天台	13A Weatherproof Single Socket Outlet 13安培防水單位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	4	4	-	-	-	-	-	-	
	Weatherproof Lighting Switch 防水燈掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	
	Miniature Circuit Breaker Board 電掣箱	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	

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

Notes:

- “1, 2,” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”.
- The quantity of the lighting switch(es) shown in the schedule denotes the quantity of switch button(s).
- 4/F, 13/F, 14/F, 24/F and 34/F are omitted.
- Residential floor starts from 5/F.

賣方承諾如發展項目中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：

- “1，2，.....”表示提供於該住宅單位內的裝置數量。“-”表示“不提供”。
- 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
- 不設4樓、13樓、14樓、24樓及34樓。
- 住宅層由5樓開始。

SERVICE AGREEMENTS

服務協議

Potable and flushing water is supplied by Water Supplies Department.

食水及沖廁水由水務署供應。

Electricity is supplied by CLP Power Hong Kong Limited.

電力由中華電力有限公司供應。

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

煤氣由香港中華煤氣有限公司供應。

GOVERNMENT RENT

地稅

The Owner will pay or has paid (as the case may be) all outstanding Government rent in respect of the residential property up to and including the date of completion of the sale and purchase of that residential property.

擁有人將會繳付或已繳付(視情況而定)有關住宅物業之地稅直至及包括住宅物業之買賣成交日期。

MISCELLANEOUS PAYMENTS BY PURCHASER

買方的雜項付款

1.

On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the Owner for the deposits for water, electricity and gas (if any); and
2.

On that delivery, the purchaser is not liable to pay to the Owner a debris removal fee.

Note:
It may be the case that the debris removal fee is payable to the manager instead of the Owner. Where the Owner has paid the debris removal fee, the purchaser shall reimburse the Owner for the same.

1.

在向買方交付指明住宅物業在空置情況下的管有權時，買方須負責向擁有人補還水、電力及氣體(如有)的按金；及
2.

在交付時，買方不須向擁有人支付清理廢料的費用。

備註：
清理廢料的費用可能須向管理人而非擁有人支付。如擁有人已支付清理廢料的費用，買方須向擁有人補還清理廢料的費用。

DEFECT LIABILITY WARRANTY PERIOD

欠妥之處的保養責任期

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

凡住宅物業或於買賣合約列出裝設於物業內的裝置、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。

MAINTENANCE OF SLOPES

斜坡維修

1. Conditions of Exchange No.20325 dated 8th August 2018 (“**the Land Grant**”) requires the owners of the residential properties in the Development to maintain slopes at their own cost.

Special Condition No.(53) of the Land Grant stipulates that:

- “(a) The Grantee shall 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, carry out and complete such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and such site formation, geotechnical and slope works as the Director at his absolute discretion may require on the area shown coloured green hatched black on PLAN I annexed hereto (hereinafter referred to as “**the Green Hatched Black Area**”) and shall, at all times during the term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose opinion shall be final and binding on the Grantee), have also been affected. The Grantee shall at all times indemnify and keep indemnified the Government, its agents and contractors against all liabilities, losses, damages, costs, claims, expenses, charges, demands, actions and proceedings whatsoever incurred by reason of such landslip, subsidence or falling away. The Grantee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Grantee may erect fences or other barriers on the Green Hatched Black Area for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Government may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and such site formation, geotechnical and slope works as the Director at his absolute discretion may require and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Government may, after the expiry of such period, execute and carry out the required works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding on the Grantee.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the obligations and rights of the Grantee in respect of the Green Hatched Black Area or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Grantee notice to that effect, and no claim whatsoever shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any loss, damage, nuisance or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of this Special Condition.”

Special Condition No.(54) of the Land Grant stipulates that:

- “(a) The Grantee hereby acknowledges and accepts that the lot may be affected by landslide and boulder fall hazards arising from the areas within the lot and the areas outside the lot shown edged by a pecked green line for identification purpose on PLAN I annexed hereto (hereinafter referred to as “**the Edged Pecked Green Area**”) due to the nature of the natural terrain.
- (b) (i) Subject to Special Conditions Nos. (12)(a)(i) and (53)(a) hereof, the Grantee shall at his own expense carry out and complete in all respects to the satisfaction of the Director a geotechnical investigation (hereinafter referred to as “**the Investigation**”) within the lot and the Edged Pecked Green Area for the purpose of studying the natural terrain landslide and boulder fall hazards.
- (ii) The findings of the Investigation shall include but not be limited to a proposal for carrying out, completing and maintaining all necessary mitigation and stabilisation works and associated works, including works to provide access for the subsequent maintenance of the completed mitigation and stabilisation works and associated works (such access is hereinafter referred to as “**the Maintenance Access**”), to be constructed within the lot and on the Edged Pecked Green Area in all respects to the satisfaction of the Director (which proposal as approved by the Director is hereinafter referred to as “**the Approved Mitigation Proposal**”) to protect any building or buildings and structure or structures erected or to be erected on the lot and the residents and occupiers therein and their bona fide guests, visitors and invitees from landslide and boulder fall hazards arising from the lot or the Edged Pecked Green Area. Any access proposed outside the lot and the Edged Pecked Green Area for the subsequent maintenance of the completed mitigation and stabilisation works and associated works shall be subject to separate prior written approval of the Director and if approved, shall form part of the Maintenance Access, and the proposal for works to provide such access as approved by the Director shall form part of the Approved Mitigation Proposal.
- (iii) No ground investigation, mitigation and stabilisation works and associated works, including works for the Maintenance Access, shall be carried out on the Edged Pecked Green Area or any Government land or any part of any of them without the prior written approval of the Director.
- (c) On completion of the Investigation, the Grantee shall on or before the 31st day of December 2026* or such other date as may be approved by the Director, at his own expense carry out and complete in all respects to the satisfaction of the Director such mitigation and stabilisation works and associated works, including works for the Maintenance Access, within the lot (hereinafter collectively referred to as “**the Inside Works**”) and on the Edged Pecked Green Area or any Government land (hereinafter collectively referred to as “**the Outside Works**”) in accordance with the Approved Mitigation Proposal as the Director in his absolute discretion shall approve or require. No part of the lot, any building or buildings and structure or structures erected or to be erected on the lot affected by landslide and boulder fall hazards as identified in the Investigation shall be occupied by any residents or occupiers and their bona fide guests, visitors and invitees before completion of the Inside Works and the Outside Works.

MAINTENANCE OF SLOPES

斜坡維修

- (d) For the avoidance of doubt, subject to sub-clause (f) of this Special Condition, the Grantee shall not be required to carry out further geotechnical investigation, mitigation and stabilisation works and associated works on the Edged Pecked Green Area or any Government land on completion of the Investigation and the Outside Works in all respects to the satisfaction of the Director.
- (e) The Grantee shall at his own expense register at the Land Registry against the lot a plan approved by the Director indicating the locations, nature and scope of the Inside Works and the Outside Works and the location and extent of the areas of the lot and the Government land on which the Grantee may require or be required to carry out the maintenance works, including the areas of the lot and the Government land where the Grantee may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (f) of this Special Condition (which plan is hereinafter referred to as "**the Natural Terrain Hazard Mitigation and Stabilization Works Plan**"). Such areas or floor spaces on or within which the Inside Works are carried out or to be carried out shall be designated as and form part of the Common Areas. No transaction (except the vesting of Mass Transit Railway Undivided Shares to F.S.I. under Special Condition No. (32)(b) hereof, a building mortgage under Special Condition No. (41) (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 registration.
- (f)
 - (i) The Grantee shall, at all times during the term hereby agreed to be granted, maintain at his own expense the Inside Works and the Outside Works in good and substantial repair and conditions in all respects to the satisfaction of the Director to ensure that the Inside Works and the Outside Works shall continue to perform their designed functions. The maintenance works shall include but not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works or onto the areas of the lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan.
 - (ii) In addition to any rights or remedies the Government may have against the Grantee for breach of the Grantee's obligations to maintain the Inside Works and the Outside Works as herein provided, the Director shall be entitled by notice in writing to call upon the Grantee to carry out such maintenance works to the Inside Works and the Outside Works within such period as the Director shall in his absolute discretion deem fit. If the Grantee shall neglect or fail to comply with such notice in all respects to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Grantee shall on demand repay to the Government the cost thereof, together with such supervisory and overhead charges as may be fixed by the Director or by his duly authorized officers whose determination shall be final and binding on the Grantee.
- (g)
 - (i) For the purposes only of carrying out the Investigation and carrying out, completing, inspecting and maintaining the Inside Works and the Outside Works, the Grantee shall have the right of ingress and egress to and from the Edged Pecked Green Area and any Government land where he may require or be required to carry out maintenance works, including clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works or onto the areas of the lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan, subject to such terms and conditions as may be imposed by the Director at his sole discretion.
 - (ii) The Grantee hereby acknowledges that as at the date of this Agreement, other than part of the reserve area surrounding the Geodetic Survey Control Station No. 128 referred to in sub-clause (m)(i) of this Special Condition is within the Edged Pecked Green Area, there are structures and footpaths existing within the Edged Pecked Green Area.
 - (iii) The Grantee shall not demolish, damage, disturb, obstruct, interfere with, close, alter, divert or relocate or permit or suffered to be demolished, damaged, disturbed, obstructed, interfered with, closed, altered, diverted or relocated the structures and footpaths existing within the Edged Pecked Green Area.
 - (iv) The Grantee shall at all times, in particular when carrying out the Investigation or carrying out, completing, inspecting and maintaining the Inside Works or the Outside Works, take or cause to be taken all proper and adequate care, skill and precautions in all respects to the satisfaction of the Director to avoid causing any damage, disturbance or obstruction to or interference with the structures and footpaths existing within the Edged Pecked Green Area.
- (h) In the event that as a result of or arising out of carrying out the Investigation or carrying out, inspecting, checking, supervising and maintaining the Inside Works or the Outside Works, any damage is done to the Edged Pecked Green Area or any Government land, the Grantee shall make good such damage at his own expense within such time limit as shall be determined by the Director at his absolute discretion and in all respects to the satisfaction of the Director. In the event of the non-fulfilment of the Grantee's obligations under this sub-clause (h) within the time limit as aforesaid, the Director may forthwith execute and carry out the required works and the Grantee shall on demand repay to the Government the cost thereof, together with such supervisory and overhead charges as may be fixed by the Director or by his duly authorized officers whose determination shall be final and binding on the Grantee.
- (i) The Grantee shall at all times permit the Director and his officers, contractors and agents and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (b), (c), (f) and (h) of this Special Condition and carrying out, inspecting, checking and supervising any works under sub-clauses (f)(ii) and (h) of this Special Condition or any other works which the Director may consider necessary.
- (j) 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 any of the Grantee's obligations under sub-clauses (b), (c), (f) and (h) of this Special Condition or the exercise of the Grantee's right under sub-clause (g) of this Special Condition or the exercise of any of the rights by the Government under sub-clauses (f)(ii), (h) and (i) 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.

MAINTENANCE OF SLOPES

斜坡維修

- (k) The Grantee shall indemnify and keep indemnified the Government from and against all actions, proceedings, liabilities, claims, costs, losses, damages, expenses, charges and demands whatsoever arising out of or incidental to any works being carried out or having been carried out by the Grantee pursuant to the terms of this Special Condition or any omission, neglect or default by the Grantee in carrying out the Investigation or in the design, construction and maintenance of the Inside Works or the Outside Works including but without limitation to any damage to or loss of properties, loss of life and personal injuries.
- (l) Notwithstanding sub-clauses (b), (c), (f), (g) and (h) of this Special Condition, the obligations and rights of the Grantee in respect of the Edged Pecked Green Area and any Government land or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Grantee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any loss, damage, nuisance or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clauses (b), (c), (f), (g) and (h) of this Special Condition.
- (m) (i) The Grantee hereby acknowledges that as at the date of this Agreement, part of the reserve area surrounding the geodetic survey control station at the approximate location of which for identification purpose only is shown and marked "TRIG - 128" on PLAN I annexed hereto (hereinafter referred to as "**the Geodetic Survey Control Station No. 128**") is within the Edged Pecked Green Area. In the event that the operation of any machinery on the Edged Pecked Green Area impairs the proper function of any survey equipment installed at the Geodetic Survey Control Station No. 128, the Director may request the Grantee, on a mutually agreeable basis, to shut down the machinery temporarily in order to facilitate the carrying out of survey operation at the Geodetic Survey Control Station No. 128.
- (ii) The Grantee shall not carry out or permit any activities or works to be carried out on the Edged Pecked Green Area which may disturb or obstruct the Geodetic Survey Control Station No. 128 and its reference marks. If the Geodetic Survey Control Station No. 128 or any of its reference marks are so disturbed or obstructed, the Director may re-establish the same at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost of such re-establishment, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
- (iii) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, costs, claims, expenses, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the Grantee's non-fulfilment of his obligations under sub-clauses (m)(i) and (m)(ii) of this Special Condition."

Special Condition No. (56) of the Land Grant stipulates that:

- “(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (55) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.”
2. Each of the owners# is obliged to contribute towards the costs of the maintenance work.
3. The plan showing the slopes and any retaining wall or related structures constructed, or to be constructed, within or outside the land on which the Development is situated is set out on page 167.

MAINTENANCE OF SLOPES

斜坡維修

- 4. Owner's undertaking to maintain any slope in relation to the Development at the owner's own costs: Not applicable.
- 5. Under the deed of mutual covenant, the manager of the Development has the owners' authority to carry out the maintenance work.

*Note 1:
Pursuant to the Letter on Concession to Building Covenant Extension dated 24th March 2022 and registered in the Land Registry by Memorial No. 22050301700013, the time limit for completion of the Inside Works and the Outside Works by the Grantee under the Land Grant has been extended from 31st December 2026 to 30th June 2027.
Pursuant to the Letter on Concession to Building Covenant Extension dated 3rd March 2025 and registered in the Land Registry by Memorial No. 25031900940012, the time limit for completion of the Inside Works and the Outside Works by the Grantee under the Land Grant has been further extended from 30th June 2027 to 31st December 2027.

#Note 2:
Under Clause 15 of Section E of the draft Deed of Mutual Covenant and Management Agreement (“the DMC”), the owner of the Railway Facilities (as defined in the DMC) is not obliged to contribute towards the costs of the maintenance work of the Slope and Retaining Structures (as defined in the DMC).

Note 3:
Capitalized words, terms and expressions shall have the same meaning as ascribed to them under the Land Grant (as defined in this section), unless otherwise defined herein.

MAINTENANCE OF SLOPES

斜坡維修

1. 日期為2018年8月8日的《換地條件》第20325號 (「**批地條件**」)規定，「發展項目」中的住宅物業的擁有人須自費維修斜坡。

特別條件第(53)條

『(a)「承批人」須按「署長」全權酌情規定，自費在本文所夾附「圖則I」以綠色間黑斜線顯示的範圍(以下簡稱「**綠色間黑斜線範圍**」)，按照「署長」批准的方式、物料、標準、樓層、定線和設計，執行及完成「署長」全面滿意的土力勘探工程、斜坡處理工程、山泥傾瀉預防、緩解及補救工程和地盤平整、土力及斜坡工程，並在本文協定的整個批租期內時刻自費維修「綠色間黑斜線範圍」，包括該處的所有土地、斜坡處理工程、護土結構、排水及任何其他工程，以保持其修繕及狀況良好及妥當，令「署長」滿意。如「綠色間黑斜線範圍」於本文協定的整個批租期內任何時候發生山泥傾瀉、地陷或土地滑土，「承批人」必須自費以「署長」滿意的方式還原並修葺該處，而倘「署長」認為任何毗連或毗鄰地方因此受影響(「署長」的決定將作終論並對「承批人」約束)，亦須一併修妥。「承批人」時刻須就此等山泥傾瀉、地陷或土地滑土招致之所有責任、損失、損害、費用、索償、開支、收費、索求、訴訟及法律程序，向「政府」、其代理及承辦商作出彌償並保持令其獲得彌償。再者，「承批人」時刻均應確保「綠色間黑斜線範圍」無任何非法挖掘或傾倒。如事前獲「署長」書面批准，「承批人」可在「綠色間黑斜線範圍」興建圍欄或其他屏障以防止此等非法挖掘或傾倒。如有任何違反此等「批地條件」，除擁有任何其他「政府」權利或補償權外，「署長」可發出書面通知，要求「承批人」執行土力勘探工程、斜坡處理工程、山泥傾瀉預防、緩解及補救工程及按其絕對酌情權要求的地盤平整、土力及斜坡工程，以及維修、還原並修葺任何受山泥傾瀉、地陷或土地滑土影響的土地、結構或工程。如「承批人」疏忽或未能以「署長」滿意的方式在通知書訂明的期限內遵從該通知，「政府」可在期限屆滿後推行及執行所需的工程，「承批人」須在接獲要求時向「政府」支付相等有關的費用的款項。金額由「署長」釐定，其決定將作終論並對「承批人」約束。

(b) 儘管有本特別條件(a)款的規定，如「政府」向「承批人」發出相關通知，本特別條件所訂「承批人」就「綠色間黑斜線範圍」或其任何部分的責任及權利即絕對終止。如終止權責令「承批人」蒙受任何損失、損害、滋擾、干擾或招致任何開支，「承批人」概不得向「政府」或「署長」或其授權人員申索賠償，然而，終止權責概毋損「政府」就任何之前已發生的違反、不履行或不遵守本特別條件(a)款享有之權利或補償權。』

「批地文件」特別條件第(54)條訂明：

『(a) 「承批人」現確認並接受，鑒於天然地勢的性質，該地段可能受該地段範圍內以及本文所夾附「圖則I」以綠色虛線顯示僅供識別的該地段外地方(以下簡稱「**綠色邊界虛線範圍**」)的山泥傾瀉及礫石瀉墜風險影響。

(b) (i) 受限於特別條件第(12)(a)(i)及(53)(a)條之規定，「承批人」須自費以「署長」全面滿意的方式，在該地段和「綠色邊界虛線範圍」內執行及完成土力勘測工程(以下簡稱「**勘測工程**」)，以供研探天然地勢山泥傾瀉及礫石瀉墜風險。

(ii) 勘測結果應包括但不限於建議以「署長」全面滿意的方式在該地段內及「綠色邊界虛線範圍」上執行、完成和維修所有必要的緩解及穩定工程和相關工程，包括建造供日後維修已完成的緩解及穩定工程和相關工程使用的通道的工程(該通道以下簡稱「**維修通道**」)(經「署長」批准的建議以下簡稱「**經批准的緩解工程建議**」)，從而保障該地段任何已建或擬建的一座或多座建築物及構築物以及該處的住戶和佔用人及彼等各真正賓客、訪客及獲邀人士免受該地段或「綠色邊界虛線範圍」的山泥傾瀉及礫石瀉墜風險。如建議供日後維修已完成緩解及穩定工程和相關工程使用的通道位於該地段及「綠色邊界虛線範圍」外，事前須取得「署長」獨立書面批准。一旦批准即構成「維修通道」一部分，而經「署長」批准建造該通道的工程的建議將納入「經批准的緩解工程建議」一部分。

(iii) 如事前未獲「署長」書面批准，不得在「綠色邊界虛線範圍」或任何「政府」土地或當中任何部分進行土地勘測工程、緩解及穩定工程和相關工程，包括「維修通道」的工程。

(c) 「勘測工程」完成後，「承批人」須在2026年12月31日*或「署長」批准的其他日期或之前，自費以「署長」全面滿意的方式按「署長」全權酌情批准或規定，遵照「經批准的緩解工程建議」在該地段內執行及完成緩解及穩定工程和相關工程，包括「維修通道」的工程(以下統稱「**內部工程**」)，以及在「綠色邊界虛線範圍」或任何「政府」土地執行及完成上述工程(以下統稱「**外部工程**」)。如經「勘測工程」發現該地段任何部分或該地段任何已建或擬建的一座或多座建築物及構築物有受山泥傾瀉及礫石瀉墜風險影響，於「內部工程」及「外部工程」完成之前，任何住戶或佔用人及彼等各真正賓客、訪客或獲邀人士不得佔用相關範圍。

(d) 為免生疑問，受限於本特別條件(f)款之規定，「勘測工程」及「外部工程」以「署長」全面滿意的方式完成後，「承批人」毋須再就「綠色邊界虛線範圍」或任何「政府」土地執行土力勘測、緩解及穩定工程和相關工程。

(e) 「承批人」須自費在土地註冊處登記經「署長」批核的圖則，該圖則顯示「內部工程」和「外部工程」的位置、性質及範圍，以及「承批人」可能需要或被要求執行的維修工程的該地段及「政府」土地的位置與地方的規模，包括「承批人」可能需要或被「署長」要求「承批人」執行本特別條件(f)款所訂的清理山泥傾瀉碎礫及礫石的工程之該地段及「政府」土地的地方(上述圖則以下簡稱「**天然地勢風險緩解及穩定工程圖則**」)。現已或將會執行「內部工程」的地方或樓層將指定為並構成「公用地方」一部分。註冊圖則之前，不得進行任何影響該地段或其任何部分或該地段任何已建或擬建建築物或建築物部分的交易(本文特別條件第(32)(b)條所訂將「港鐵不分割份數」授予「財政司司長法團」、本文特別條件第(41)(d)條所訂的建築按揭或「署長」批准的其他交易除外)。

(f) (i) 「承批人」須在本文協定的整個批地年期內時刻自費維修「內部工程」及「外部工程」，以保持其修繕及狀況良好及妥當，全面令「署長」滿意，以確保「內部工程」及「外部工程」可持續履行其指定功能。維修工程應包括但不限於清理墜落「內部工程」、「外部工程」或該地段各地方或「天然地勢風險緩解及穩定工程圖則」所示「政府」土地的山泥傾瀉碎礫或礫石。

MAINTENANCE OF SLOPES

斜坡維修

- (ii) 除「政府」可就「承批人」失責不遵照本文規定維修「內部工程」及「外部工程」享有的任何權利或補償權外，「署長」亦有權發出書面通知要求「承批人」在其全權酌情視為恰當的期限內執行關乎「內部工程」及「外部工程」的維修工程。如「承批人」疏忽或未能在通知書指定的期限內遵從通知書以全面令「署長」滿意，「署長」可即時推行及執行所需的維修工程，「承批人」須在接獲要求時向「政府」支付相關工程費用，連同該督導費用和經營費用。有關款項的金額由「署長」或其正式授權的人員釐定，其決定將作終論並對「承批人」約束。
- (g) (i) 僅為進行「勘測工程」、執行、完成、視察及保養「內部工程」及「外部工程」的目的，「承批人」有權進出「綠色邊界虛線範圍」及任何「政府」土地以執行「承批人」可能需要或被要求執行的保養工程，包括受限於「署長」單獨酌情決定而可能施加的該等條款及條件清理墜落「內部工程」、「外部工程」或該地段各地方或「天然地勢風險緩解及穩定工程圖則」所示「政府」土地的山泥傾瀉碎礫或礫石。
- (ii) 「承批人」現確認，於「本協議」訂立日，「綠色邊界虛線範圍」內除有本特別條件(m)(i)款所載「128號大地測量控制站」周圍的專用範圍部分外，另有其他現存的構築物及行人徑。
- (iii) 「承批人」不得亦不得允許或容忍他人拆卸、損壞、擾亂、阻礙、干預、關閉、更改、改道或搬遷位於「綠色邊界虛線範圍」的現存構築物及行人徑。
- (iv) 「承批人」時刻均須採取或達致他人採取所有妥善及充分的護理、工藝和預防措施，以全面令「署長」滿意，特別是執行「勘測工程」或執行、完成、檢查和維修「內部工程」或「外部工程」期間，以避免損壞、干擾、阻礙或干預位於「綠色邊界虛線範圍」的現存構築物及行人徑。
- (h) 如因執行「勘測工程」或執行、檢驗、檢查、監督和維修「內部工程」或「外部工程」而導致或引起「綠色邊界虛線範圍」或任何「政府」土地受損，「承批人」須自費在「署長」全權酌情指定的期限內修復，以全面令「署長」滿意。如「承批人」不在上述期限內履行本(h)款所訂的責任，「署長」可立即推行及執行所需的工程，「承批人」須在「政府」要求時向「政府」償還工程費用，連同「署長」或其正式授權人員釐定的督導費用和經營費用，「署長」及其正式授權人員的決定將作終論並對「承批人」約束。
- (i) 「承批人」時刻均須允許「署長」及其人員、承辦商及代理和任何其他經「署長」授權的人等行使權利，不論攜帶工具、設備、機器、機械或駕車與否，通行、進出、往返和行經該地段或其任何部分以及該地段任何已建或擬建的一座或多座建築物，以便檢驗、檢查和監督本特別條件(b)、(c)、(f)及(h)款所訂「承批人」需要執行的工程，以及執行、檢驗、檢查和監督本特別條件(f)(ii)及(h)款所訂的任何工程或「署長」認為必要的任何其他工程。
- (j) 倘因「承批人」履行本特別條件(b)、(c)、(f)及(h)款所訂的「承批人」責任或因「承批人」行使本特別條件(g)款所訂的權利，或因「政府」行使本特別條件(f)(ii)、(h)及(i)款所訂的任何權利等，而產生或連帶引致「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或干擾，「政府」毋須就此承擔責任，「承批人」不得就任何此等損失、損害、滋擾或干擾向「政府」索償。
- (k) 倘因「承批人」正在或已經根據本特別條件的條款執行任何工程，或因「承批人」執行「勘測工程」，或於設計、建築及維修「內部工程」或「外部工程」有任何遺漏、疏忽或失責而產生或連帶引致所有訴訟、法律程序、責任、索償、費用、損失、損害、開支、收費及申索，包括但不限於財產的任何損失或損壞及人身傷亡，「承批人」須向「政府」作出彌償並保持令其獲得彌償及免責。
- (l) 儘管有本特別條件(b)、(c)、(f)、(g)及(h)款之規定，當「政府」向「承批人」發出相關通知書後，本特別條件所訂明「承批人」就「綠色邊界虛線範圍」及任何「政府」土地或其任何部分的責任和權利將絕對終止，「承批人」不得就因其責任或權利終止而蒙受的任何損失、損害、滋擾或干擾或招致的任何開支向「政府」或「署長」或其授權人員索取賠償。然而，「承批人」的責任或權利終止概毋損「政府」可就任何之前違反、不履行或不遵守本特別條件(b)、(c)、(f)、(g)及(h)款的事件享有的任何權利或補償權。
- (m) (i) 「承批人」現確認於「本協議」訂立日，本文所夾附「圖則I」顯示約略位置並標明為“TRIG — 128”僅供識別的大地測量控制站周圍的專用範圍某部分(以下簡稱「**128號大地測量控制站**」)乃位於「綠色邊界虛線範圍」內。如因在「綠色邊界虛線範圍」操作任何機器以致影響「128號大地測量控制站」裝設的任何測量器材之妥善運作，則在雙方同意的基礎上，「署長」可要求「承批人」暫時關停相關機器，以便對「128號大地測量控制站」進行測量。
- (ii) 「承批人」不得在「綠色邊界虛線範圍」進行或允許他人在該處進行任何活動或工程，以致干擾或阻礙「128號大地測量控制站」及其參考點。如「128號大地測量控制站」或其任何參考點受到干擾或阻礙，「署長」可重新設置「128號大地測量控制站」或其任何參考點，費用由「承批人」承擔。「承批人」須在「政府」要求時支付上述重置工程的費用，金額由「署長」釐定，其決定將作終論並對「承批人」約束。
- (iii) 倘因「承批人」不履行本特別條件(m)(i)及(m)(ii)款所訂其應有的責任而直接或間接產生或與之相關的所有責任、損失、損害、費用、索償、開支、收費、申索、訴訟及法律程序，「承批人」須向「政府」作出彌償並保持令其獲得彌償及免責。』

MAINTENANCE OF SLOPES

斜坡維修

「批地條件」特別條件第(56)條訂明：

- 『(a) 如該地段內或任何「政府」土地現時或以往曾經以便該地段或其任何部分的平整、水準測量或發展事宜與其相關的削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，或此等「批地條件」所訂規定「承批人」執行的任何其他工程或作其他用途，不論事前是否獲「署長」書面同意，「承批人」亦須在當時或嗣後任何時間，自費執行及建造必須的斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，以保護和支撐該地段內的土地及任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。「承批人」須在本文協定的整個批租年期內時刻自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，以保持其修繕及狀況良好及妥當，令「署長」滿意。
- (b) 本特別條件(a)款的規定概毋損此等「批地條件」所訂「政府」的權利，特別是本文特別條件第(55)條。
- (c) 如因「承批人」進行任何平整、水準測量、發展或其他工程或因其他事故導致或引起該地段內的任何土地或任何毗連或毗鄰「政府」土地或已批租土地發生任何滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時須就「政府」、其代理及承辦商因有關滑土、山泥傾瀉或地陷而蒙受或招致之所有費用、收費、損害、索求和索償作出彌償。
- (d) 除本文訂明可就違反任何此等「批地條件」享有的任何其他權利或補償權外，「署長」另有權向「承批人」發出書面通知，要求「承批人」執行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、及排水或輔助工程或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承批人」疏忽或不於通知書訂明的期限內以「署長」滿意的方式遵從通知書，「署長」可即時推行和執行任何必要的工程。「承批人」須在接獲要求時向「政府」償還有關的費用，連同任何行政及專業收費與費用。』

2. 每名擁有人[#]均須分擔維修工程的費用。

3. 第167頁的圖則顯示該斜坡及已經或將會在「發展項目」所位於的土地之內或之外建造的任何護土牆或有關構築物。

4. 擁有人承諾自費就「發展項目」維修任何斜坡：不適用。

5. 根據公契，「發展項目」的管理人獲擁有人授權進行維修工程。

*註1：

根據日期為2022年3月24日並在土地註冊處登記為《註冊摘要》第22050301700013號的《延長建築契諾特許書》，遵照「批地文件」規定由「承批人」完成「內部工程」和「外部工程」的期限已由2026年12月31日延長至2027年6月30日。

根據日期為2025年3月3日並在土地註冊處登記為《註冊摘要》第25031900940012號的《延長建築契諾特許書》：遵照「批地文件」規定由「承批人」完成「內部工程」和「外部工程」的期限已由2027年6月30日再延長至2027年12月31日。

#註2：

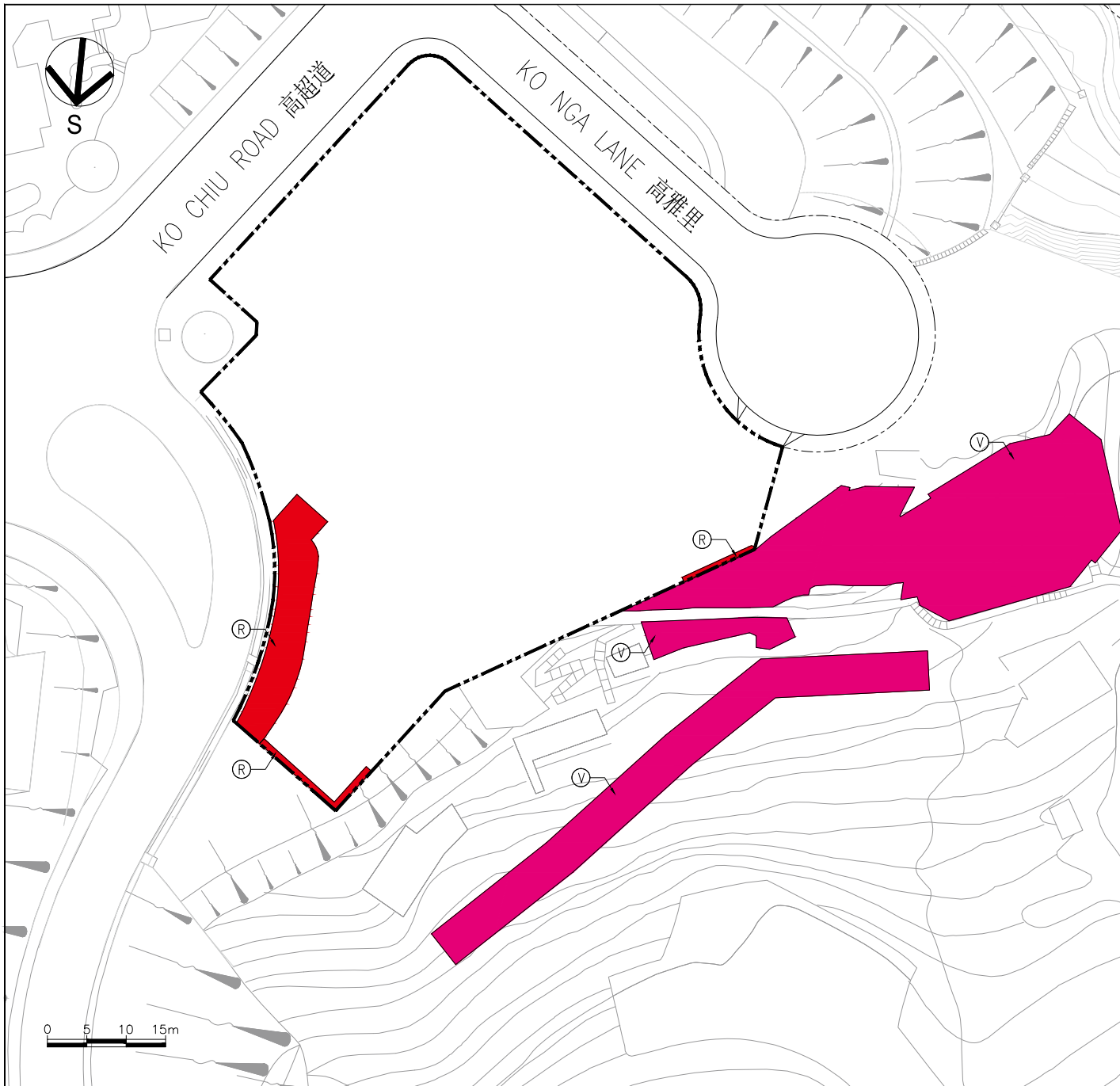
「公契及管理協議」擬稿(「公契」)E節第15條所訂，「鐵路設施」(以「公契」定義為準)擁有人毋須分擔「斜坡及護土結構」(以「公契」定義為準)的維修工程費用。

註3：

除本文另行定義外，加上引號的詞語、詞彙和字組將給予「批地文件」(以本節定義為準)所訂的相同涵義。

MAINTENANCE OF SLOPES

斜坡維修



-  Slope and retaining structures within the boundary of the Development as shown in red (for identification purpose only)
發展項目的界線內的斜坡和護土結構，如紅色所示(僅供識別之用)
-  Slope and retaining structures outside the boundary of the Development as shown in violet (for identification purpose only)
發展項目的界線外的斜坡和護土結構，如紫色所示(僅供識別之用)
-  Boundary of the Development
發展項目的界線

MODIFICATION

修訂

No application to the Government for a modification of the land grant is underway.

現時沒有向政府提出申請修訂批地文件。

RELEVANT INFORMATION

有關資料

1. Noise Mitigation Measures

The following Noise Mitigation Measures to mitigate noise from road traffic are provided in the Development:

- Acoustic Window (Baffle Type)

The Acoustic Window (Baffle Type) is located in selected residential properties. The Acoustic Window (Baffle Type) has an inner sliding glass panel behind an outer window, both readily openable, for creating an air gap for the supply of fresh air with noise mitigation effect. The Acoustic Window (Baffle Type) comprises two glazing – (i) the outer window system with side hung openable window and (ii) the inner sliding panel.

- Maintenance Window / Fixed Glazing with Maintenance Window

The Maintenance Window / Fixed Glazing with Maintenance Window is provided at selected residential properties. The window can reduce noise entering into rooms so that an acceptable indoor environment can be achieved. All maintenance windows will be equipped with removable handle or key lock system to ensure the window would be kept closed at all times except for occasional maintenance and cleaning.

Schedule of Noise Mitigation Measures

Tower	Floor	Unit	Room	Noise Mitigation Measures
Tower 1	5/F-12/F, 15/F-21/F	A1	M. BED RM.	Maintenance Window
	10/F-12/F, 15/F-23/F, 25/F-29/F	A6	M. BED RM.	Acoustic Window (Baffle Type)
	5/F-12/F, 15/F-23/F, 25/F-30/F			Fixed Glazing with Maintenance Window

Remarks:

- There is no designation of 4/F, 13/F, 14/F, 24/F and 34/F in Tower 1.
- M. BED RM. refers to Master Bedroom.

1. 噪音緩解措施

發展項目將提供以下噪音緩解措施，以緩解道路交通所造成之噪音：

- 減音窗戶(擋音式)

減音窗戶(擋音式)位於個別住宅物業。減音窗戶(擋音式)的外層窗戶背面附有內層可滑動玻璃嵌板，兩者都是可開啟的，以創造氣隙用作供應新鮮空氣及噪音緩解效應。減音窗戶(擋音式)由雙層玻璃組成 — (i)配有可開啟的側吊窗的外層窗戶系統和(ii)內層可滑動嵌板。

- 維修用窗/固定玻璃窗戶配有維修用窗

個別住宅物業提供維修用窗/固定玻璃窗戶配有維修用窗。此窗戶可將傳入至室內的噪音減弱，從而達到可接受的室內環境。所有維修用窗裝有可拆卸手柄或鑰匙系統以確保窗戶除在非經常性維修及清潔時外經常保持關閉。

噪音緩解措施說明表

座	樓層	單位	房間	噪音緩解措施
第1座	5樓至12樓、 15樓至21樓	A1	主人睡房	維修用窗
	10樓至12樓、 15樓至23樓、 25樓至29樓	A6	主人睡房	減音窗戶(擋音式)
	5樓至12樓、 15樓至23樓、 25樓至30樓			固定玻璃窗戶配有維修用窗

備註：

- 第1座不設4樓、13樓、14樓、24樓及34樓。
- M. BED RM. 指主人睡房。

RELEVANT INFORMATION

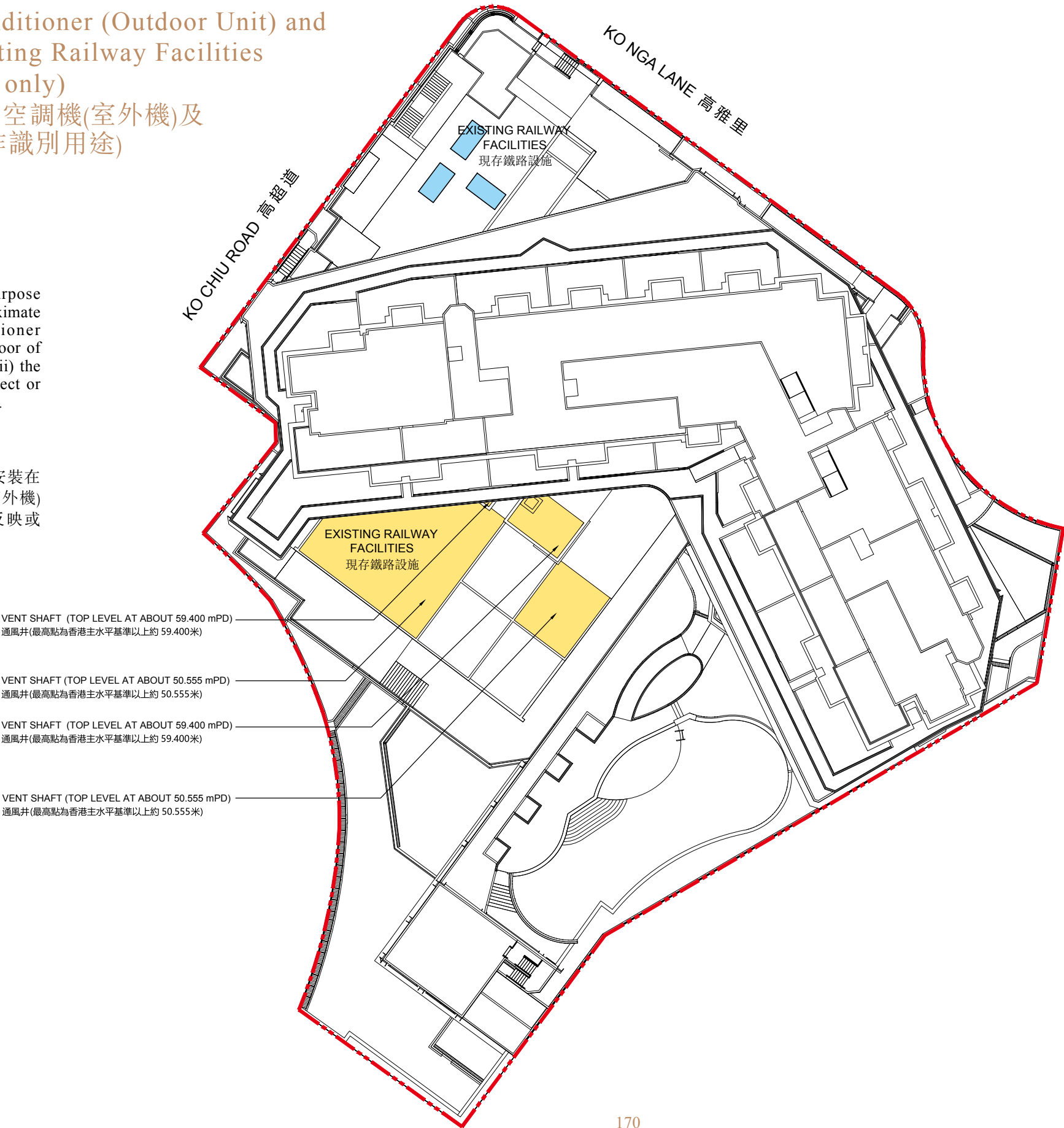
有關資料

2. Layout of Air-Conditioner (Outdoor Unit) and Vent Shaft at Existing Railway Facilities (for Identification only)

2. 於現存鐵路設施的空調機(室外機)及通風井平面圖(只作識別用途)

Note:
This plan is for identification purpose only and is for showing the approximate locations of (i) the Air-Conditioner (Outdoor Units) installed at roof floor of the existing railway facilities and (ii) the Vent Shafts only and does not reflect or indicate other matters in any respect.

備註：
此圖只作識別用途及僅供顯示(i)安裝在現存鐵路設施天台層的空調機(室外機)及(ii)通風井的大概位置，並不反映或顯示任何其他事項。



Legend 圖例

The Air-Conditioner (Outdoor Units) are installed at roof floor of the existing railway facilities, with the approximate height of 49.720 metres above the Hong Kong Principal Datum. Sound, heat and vibration may be generated during operation of such Air-Conditioner (Outdoor Units).
空調機(室外機)安裝在現存鐵路設施天台層，高度為香港主水平基準以上大約 49.720米。該等空調機(室外機)在運作過程中可能會產生聲響、熱力及振動。

The ventilation fans inside the existing railway facilities may generate sound and wind, and induce dust and smell during routine operation.
現存鐵路設施中的風扇在日常運作中可能產生聲響及氣流而引發塵埃及氣味。

Boundary of the Development
發展項目的界線

Scale: 0M(米) 25M(米)
比例：

ADDRESS OF THE WEBSITE DESIGNATED BY THE VENDOR FOR THE DEVELOPMENT

賣方就發展項目指定的互聯網網站的網址

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

www.oneparkplace.hk

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

www.oneparkplace.hk

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

Breakdown of GFA Concessions Obtained for All Features

獲寬免總樓面面積的設施分項

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

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。

Disregarded GFA under Building (Planning) Regulations 23(3)(b) 根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積		Area (m ²) 面積(平方米)
1. (#)	Carpark and loading / unloading area excluding public transport terminus 停車場及上落客貨地方(公共交通總站除外)	N/A 不適用
2.	Plant rooms and similar services 機房及相類設施	
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, 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	N/A 不適用
2.2 (#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積不受任何《作業備考》或規例限制的強制性設施或必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	N/A 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	19.482

Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第1及第2號提供的環保設施		Area (m ²) 面積(平方米)
3.	Balcony 露台	765.212
4.	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	N/A 不適用
5.	Communal sky garden 公用空中花園	N/A 不適用
6.	Acoustic fin 隔聲鰭	N/A 不適用
7.	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	N/A 不適用
8.	Non-structural prefabricated external wall 非結構預製外牆	20.638
9.	Utility platform 工作平台	573.750
10.	Noise barrier 隔音屏障	N/A 不適用
Amenity Features 適意設施		Area (m ²) 面積(平方米)
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	105.236
12.	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities 住戶康樂設施，包括僅供康樂設施使用的中空空間、機房、游泳池的濾水機房、有蓋人行道等	797.297
13.	Covered landscaped and play area 有蓋園景區及遊樂場地	707.822
14.	Horizontal screen / covered walkway and trellis 橫向屏障/有蓋人行道及花棚	N/A 不適用

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

15.	Larger lift shaft 擴大升降機槽	605.513
16.	Chimney shaft 煙囪管道	N/A 不適用
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要機房，例如鍋爐房、衛星電視共用天線房	N/A 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	N/A 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	N/A 不適用
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	N/A 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	N/A 不適用
22.	Sunshade and reflector 遮陽篷及反光罩	N/A 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	N/A 不適用
24.	Other projection such as A/C box and A/C platform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway 《作業備考》APP-19第3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台，及維修通道	N/A 不適用
Other Exempted Items 其他項目		Area (m ²) 面積(平方米)
25. (#)	Refuge floor including refuge floor cum sky garden 庇護層，包括庇護層兼空中花園	N/A 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	N/A 不適用
27.	Public transport terminus 公共交通總站	N/A 不適用

28. (#)	Party structure and common staircase 共用構築物及公用樓梯	N/A 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	N/A 不適用
30.	Public passage 公眾通道	N/A 不適用
31.	Covered set back area 有蓋的後移部分	N/A 不適用
Bonus GFA 額外總樓面面積		Area (m ²) 面積(平方米)
32.	Bonus GFA 額外總樓面面積	N/A 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		Area (m ²) 面積(平方米)
33.	Buildings adopting Modular Integrated Construction 採用「組裝合成」建築法的樓宇	N/A 不適用

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

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

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

Environmental Assessment of the Building

建築物的環境評估

Green Building Certification

Assessment result under the **BEAM Plus** certification conferred / issued by Hong Kong Green Building Council Limited (HKGBC) for the building prior to the printing of the sales brochure or its addenda.

Provisional
GOLD

Application no.: PAG0173/24



PROVISIONAL
GOLD

NB V1.2 2022

HKGBC
BEAM Plus

綠色建築認證

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

暫定評級
金級

申請編號: PAG0173/24



暫定
金級

NB V1.2 2022

HKGBC
BEAM Plus

Estimated Energy Performance or Consumption for the Common Parts of the Development

發展項目的公用部分的預計能量表現或消耗

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

Part I					
第I部分					
Provision of Central Air Conditioning 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		High Performance VRV 高效能可變製冷劑流量系統			
Part II: The predicted annual energy use of the proposed building/ part of building ^(Note 1)					
第II部分：擬興建樓宇/部分樓宇預計每年能源消耗量 ^(註腳1)					
Location 位置	Internal Floor Area Served (m ²) 使用有關裝置的內部樓面面積(平方米)	Annual Energy Use of Baseline Building ^(Note 2) 基線樓宇 ^(註腳2) 每年能源消耗量		Annual Energy Use of Proposed Building 擬興建樓宇每年能源消耗量	
		Electricity kWh / m ² / annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit / m ² / annum 煤氣/石油氣 用量單位/平方米/年	Electricity kWh / m ² / annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit / m ² / annum 煤氣/石油氣 用量單位/平方米/年
Area served by central building services installation ^(Note 3) 有使用中央屋宇裝備裝置 ^(註腳3) 的部份	9517	110.4	N/A 不適用	104.0	N/A 不適用

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

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

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, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the development by the internal floor area served, where:
(a) “total annual energy use” has the same meaning of “annual energy use” in the BEAM Plus New Buildings (current version); and
(b) “internal floor area”, in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
2. “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” in the BEAM Plus New Buildings (current version).
3. “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation issued by the Electrical and Mechanical Services Department.

註腳：

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

INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT

地政總署署長作為給予預售同意的條件而規定列於售樓說明書的資料

1. The purchaser is required to agree with MTR Corporation Limited (“**the Vendor**”) in the agreement for sale and purchase (“**ASP**”) to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the flat in the Development (“**Residential Unit**”) or the car parking space or motor cycle parking space in the Development (“**Parking Space**”) specified in the ASP, sub-sell that Residential Unit or Parking Space or transfer the benefit of the ASP of that Residential Unit or Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
 2. If the Vendor, at the request of the purchaser under an 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 and the Parking Space 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.
 3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of Conditions of Exchange No. 20325 (“**the Government Grant**”) up to and including the date of the respective Assignments to the purchasers.
 4. 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 Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
 5. Please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure for the information and requirements relating to (I) the Existing Railway Facilities and the Railway Facilities (as referred to in Special Condition No. (2) of the Government Grant), (II) the Green Area (as referred to in Special Condition Nos. (5), (6), (7) and (8) of the Government Grant), (III) the Re-provision Footpath (as referred to in Special Condition No. (12)(b) of the Government Grant), (IV) the Existing Footpath on the Yellow Area (as referred to in Special Condition No. (12)(b) of the Government Grant), (V) the Yellow Area (as referred to in Special Condition Nos. (12), (13), (14) and (15) of the Government Grant), (VI) the Existing Water Pipeline (as referred to in Special Condition No. (16) of the Government Grant), (VII) the Existing Footpath (as referred to in Special Condition No. (17) of the Government Grant), (VIII) the Existing Water Pumping Station (as referred to in Special Condition No. (18) of the Government Grant), (IX) the Green Hatched Black Area (as referred to in Special Condition No. (53) of the Government Grant) and (X) the Edged Pecked Green Area (as referred to in Special Condition No. (54) (a) of the Government Grant) and the Maintenance Access (as referred to in Special Condition No. (54)(b)(ii) of the Government Grant).
1. 買方須在買賣合約(「買賣合約」)與香港鐵路有限公司(「賣方」)協議，在買賣交易完成並簽署「轉讓契」之前，除訂立按揭或押記外，買方不會提名任何人士承讓「買賣合約」訂明的「發展項目」內單位(「住宅單位」)或「發展項目」內停車位或電單車車位(「停車位」)，又或轉售該「住宅單位」或「停車位」或以任何方式轉移該「住宅單位」或「停車位」的「買賣合約」的利益，又或訂立任何協議如此行事。
 2. 如「賣方」應「買賣合約」下買方的要求，同意(行使其酌情決定權)取消「買賣合約」或「買賣合約」下買方的責任，「賣方」有權保留「買賣合約」列明的「住宅單位」及「停車位」總售價百分之五(5%)，且買方另須向「賣方」支付或償付(視屬何情況而定)所有與取消「買賣合約」相關的法律費用、收費及代墊付費用(包括任何印花稅)。
 3. 「賣方」將會或現已(視屬何情況而定)向買方支付現正建造「發展項目」所在土地由《換地條件》第20325號(「政府批地文件」)訂立日直至及包括相關「轉讓契」訂立日的所有仍未繳付的政府地稅。
 4. 已簽訂「買賣合約」的買方有權取得並且按其要求獲提供最新資料記錄的紙本文件，說明完成「發展項目」所需的建築費用總額及專業費用總額，以及截至買方提出要求之前的曆月最後一天已支用和付訖的建築費用總額及專業費用總額。每次要求須繳付不超過港幣100元的象徵式費用。
 5. 關於下列資料和規定，請參閱售樓說明書「批地文件的摘要」和「公共設施及公眾休憩用地的資料」部分：(I)「現存鐵路設施」及「鐵路設施」(「政府批地文件」特別條件第(2)條所載)；(II)「綠色範圍」(「政府批地文件」特別條件第(5)、(6)、(7)及(8)條所載)；(III)「重置行人徑」(「政府批地文件」特別條件第(12)(b)條所載)；(IV)「黃色範圍內現存行人徑」(「政府批地文件」特別條件第(12)(b)條所載)；(V)「黃色範圍」(「政府批地文件」特別條件第(12)、(13)、(14)及(15)條所載)；(VI)「現存水管」(「政府批地文件」特別條件第(16)條所載)；(VII)「現存行人徑」(「政府批地文件」特別條件第(17)條所載)；(VIII)「現存抽水站」(「政府批地文件」特別條件第(18)條所載)；(IX)「綠色間黑斜線範圍」(「政府批地文件」特別條件第(53)條所載)；及(X)「綠色邊界虛線範圍」(「政府批地文件」特別條件第(54)(a)條所載)及「維修通道」(「政府批地文件」特別條件第(54)(b)(ii)條所載)。

There may be future changes to the Development and the surrounding areas.
發展項目及其周邊地區日後可能出現改變。

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