

THE *Harmonies*  
映築

售樓說明書  
SALES BROCHURE





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# 一手住宅物業買家須知

## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

您在購置一手住宅物業之前，應留意下列事項：

### 適用於所有一手住宅物業

#### 01 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](http://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。

#### 02 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）。

#### 03 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<sup>1</sup>。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。

#### 04 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<sup>2</sup>。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。

- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境（包括交通和社區設施）；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

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

#### 06 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。

#### 07 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。

#### 08 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。



### 09 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](http://www.eaa.org.hk)），查閱牌照目錄。

### 12 委聘律師

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

### 適用於一手未落成住宅物業

#### 13 預售樓花同意書

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

#### 14 示範單位

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

### 適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

#### 15 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期<sup>3</sup>。
  - 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
  - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的 14 日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意（視屬何種情況而定）。
    - 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
    - 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件（包括佔用許可證）發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
  - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的 14 日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
  - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
    - 工人罷工或封閉工地；
    - 暴動或內亂；
    - 不可抗力或天災；
    - 火警或其他賣方所不能控制的意外；
    - 戰爭；或
    - 惡劣天氣。

# 一手住宅物業買家須知

## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

- 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。

- 1 按揭貸款計劃的資料包括有關按揭貸款計劃對借人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。
- 2 根據條例附表 1 第 1 部第 10(2)(d) 條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項—
  - (i) 每個住宅物業的外部尺寸；
  - (ii) 每個住宅物業的內部尺寸；
  - (iii) 每個住宅物業的內部間隔的厚度；
  - (iv) 每個住宅物業內個別分隔室的外部尺寸。根據條例附表 1 第 1 部第 10(3) 條，如有關發展項目的經批准的建築圖則，提供條例附表 1 第 1 部第 10(2)(d) 條所規定的資料，樓面平面圖須述明如此規定的該資料。
- 3 一般而言，「關鍵日期」指該項目符合批地文件的條件的日期，或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第 2 條。

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](http://www.srpa.gov.hk)  
電話： 2817 3313  
電郵： [enquiry\\_srpa@hd.gov.hk](mailto: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](http://www.consumer.org.hk)  
電話： 2929 2222  
電郵： [cc@consumer.org.hk](mailto:cc@consumer.org.hk)  
傳真： 2856 3611

**地產代理監管局**  
網址： [www.eaa.org.hk](http://www.eaa.org.hk)  
電話： 2111 2777  
電郵： [enquiry@eaa.org.hk](mailto:enquiry@eaa.org.hk)  
傳真： 2598 9596

**香港地產建設商會**  
電話： 2826 0111  
傳真： 2845 2521

運輸及房屋局  
一手住宅物業銷售監管局  
2021年7月



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

### For all first-hand residential properties

#### 01 Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) ([www.srpe.gov.hk](http://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.

#### 02 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.

#### 03 Price list, payment terms and other financial incentives

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

#### 04 Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot / metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621 (the Ordinance)), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property<sup>2</sup>. 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.

#### 05 Sales brochure

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

### 06 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 and 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.

### 07 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.

### 08 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.

### 09 Agreement for sale and purchase

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

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

### 10 Expression of intent of purchasing a residential property

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

### 11 Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.
- Before you appoint an estate agent to look for a property, you should -
  - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
  - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
  - note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: [www.eaa.org.hk](http://www.eaa.org.hk).

### 12 Appointment of solicitor

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



### For first-hand uncompleted residential properties

#### 13 Pre-sale Consent

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

#### 14 Show flats

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

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

#### 15 Estimated material date and handing over date

- Check the estimated material date<sup>3</sup> for the development in the sales brochure.
  - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands’ Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
    - For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or

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

- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
    - strike or lock-out of workmen;
    - riots or civil commotion;
    - force majeure or Act of God;
    - fire or other accident beyond the vendor's control;
    - war; or
    - inclement weather.
  - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

### For first-hand completed residential properties

#### 16 Vendor’s information form

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

#### 17 Viewing of property

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

一手住宅物業買家須知

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

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 :

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

Sales of First-hand Residential Properties Authority  
Transport and Housing Bureau  
July 2021

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.



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

青山道233號\*

\* 此臨時門牌號數有待發展項目落成時確認。

發展項目包含一幢多單位建築物

該幢多單位建築物的樓層的總數

33層(不包括地庫1層、天台、高層天台1、高層天台2及頂層天台)

發展項目的經批准的建築圖則所規定的該幢多單位建築物內的樓層號數

地庫1層、地下、1樓至3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至37樓、天台、高層天台1、高層天台2及頂層天台

有不依連續次序的樓層號數的該幢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

該幢多單位建築物內的庇護層（如有的話）

天台

由發展項目的認可人士提供的發展項目的預計關鍵日期：

2023年6月30日。

預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。

根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明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。

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

233 Castle Peak Road\*

\*This provisional street number is subject to confirmation when the Development is completed.

The Development consists of one multi-unit building

The total number of storeys of the multi-unit building

33 storeys (excluding B1/F, Roof, Upper Roof 1, Upper Roof 2 and Top Roof)

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

B1/F, Ground Floor, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-37/F, Roof, Upper Roof 1, Upper Roof 2 and Top Roof

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

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

Refuge floor (if any) of the multi-unit building

Roof

Estimated material date for the Development as provided by the Authorized Person for the Development

30th June 2023.

The estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.

Under the land grant, the consent of the Director of Lands is required to be given for the sales 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).

## 2 賣方及有參與發展項目的其他人的資料

### INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

#### 賣方

市區重建局（作為「擁有人」）  
Avion Investment Limited（作為「如此聘用的人」）

備註：  
「擁有人」指發展項目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（市區重建局）的控權公司  
不適用

如此聘用的人（Avion Investment Limited）的控權公司  
恒基兆業有限公司及恒基兆業地產有限公司

發展項目的認可人士  
陳韻明女士

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  
巴馬丹拿建築師有限公司

發展項目的承建商  
顯利工程有限公司

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所  
孖士打律師行  
鍾沛林律師行

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  
星展銀行(香港)有限公司

已為發展項目的建造提供貸款的任何其他人  
恒基兆業地產代理有限公司

#### Vendor

Urban Renewal Authority (as "Owner")  
Avion Investment Limited (as "Person So Engaged")

Notes:  
"Owner" means the legal or beneficial owner of the Development.  
"Person So Engaged" means the person who is 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 (Urban Renewal Authority)  
Not applicable

Holding companies of the Person So Engaged (Avion Investment Limited)  
Henderson Development Limited and Henderson Land Development Company Limited

Authorized person for the Development  
Ms. Chan Wan Ming

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

Building contractor for the Development  
Hien Lee Engineering Company Limited

The firms of solicitors acting for the Owner in relation to the sale of residential properties in the Development  
Mayer Brown  
Chung & Kwan

Authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Development  
DBS Bank (Hong Kong) Limited

Any other person who has made a loan for the construction of the Development  
Henderson Real Estate Agency Limited

3

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

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

備註：在本節提述的賣方即提述市區重建局作為擁有人或 Avion Investment Limited 作為如此聘用的人。

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

Note: A reference to the Vendor in this section is a reference to either Urban Renewal Authority as the Owner or Avion Investment Limited as the Person So Engaged.



4

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

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

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

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

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

每個住宅物業的非結構的預製外牆及幕牆的總面積表  
Schedule of the total area of the non-structural prefabricated external walls and curtain walls of each residential property

樓層 Floor	單位 Unit	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 non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆的總面積 (平方米) Total area of curtain walls of each residential property (sq.m.)
5樓 5/F	A	1.347	1.970
	B	—	0.830
	C	—	1.326
	D	0.383	1.990
	E	—	1.027
	F	—	1.027
	G	0.566	0.890
	H	0.566	0.875
	J	—	0.795
6樓 6/F	A	1.347	1.970
	B	—	0.820
	C	—	0.835
	D	—	1.326
	E	0.383	1.990
	F	—	1.027
	G	—	1.027
	H	0.566	0.890
	J	0.566	0.875
	K	—	0.795
7樓-12樓、15樓-23樓、 25樓-33樓、35樓-36樓 7/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-36/F	A	0.668	1.045
	B	0.398	1.205
	C	—	0.820
	D	—	0.835
	E	—	0.971
	F	—	0.947
	G	0.383	1.210
	H	—	1.027
	J	—	1.027
	K	0.566	0.890
	L	0.566	0.875
	M	—	0.795
37樓 37/F	A	0.481	1.795
	B	0.566	1.963
	C	0.566	1.828
	D	0.015	1.899
	E	—	1.800
	F	0.823	1.505

**管理人**

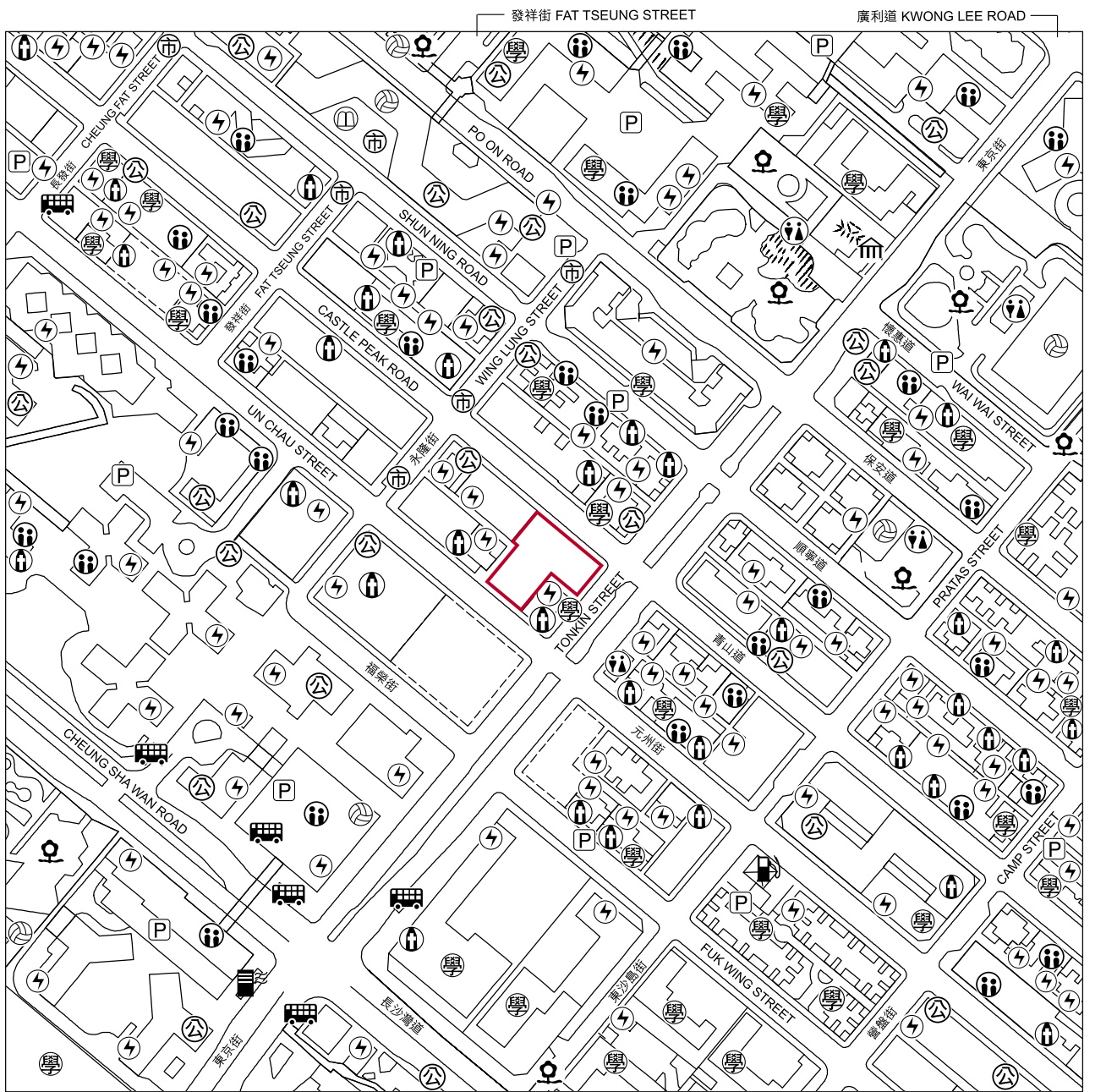
公契的最新擬稿未有提供發展項目管理人的名稱，而賣方擬在簽立公契時委任恒益物業管理有限公司為發展項目的管理人。

**Manager**

The latest draft of the Deed of Mutual Covenant does not provide the name of the manager of the Development, and the Vendor intends to appoint Hang Yick Properties Management Limited as the manager of the Development upon signing of the Deed of Mutual Covenant.

# 6 發展項目的所在位置圖

## LOCATION PLAN OF THE DEVELOPMENT



發展項目的位置  
Location of the Development



比例尺 SCALE : 0米(M) 250米(M)

### 圖例 NOTATION

- |                                                                       |                                                                                   |                                                                                                                          |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 圖書館 Library                                                           | 公廁 Public Convenience                                                             | 學校(包括幼稚園)<br>School (including Kindergarten)                                                                             |
| 市場(包括濕貨市場及批發市場)<br>Market (including Wet Market and Wholesale Market) | 公園 Public Park                                                                    | 社會福利設施<br>(包括老人中心及弱智人士護理院)<br>Social Welfare Facilities<br>(including Elderly Centre and Home for the Mentally Disabled) |
| 博物館 Museum                                                            | 公共交通總站(包括鐵路車站)<br>Public Transport Terminal<br>(including Rail Station)           | 體育設施(包括運動場及游泳池)<br>Sports Facilities (including Sports Ground and Swimming Pool)                                         |
| 油站 Petrol Filling Station                                             | 公用事業設施裝置<br>Public Utility Installation                                           | 香港鐵路的通風井<br>Ventilation Shaft for the Mass Transit Railway                                                               |
| 發電廠(包括電力分站)<br>Power Plant (including Electricity Sub-stations)       | 宗教場所(包括教堂、廟宇及祠堂)<br>Religious Institution (including Church, Temple and Tsz Tong) |                                                                                                                          |
| 公眾停車場(包括貨車停泊處)<br>Public Carpark (including Lorry Park)               |                                                                                   |                                                                                                                          |

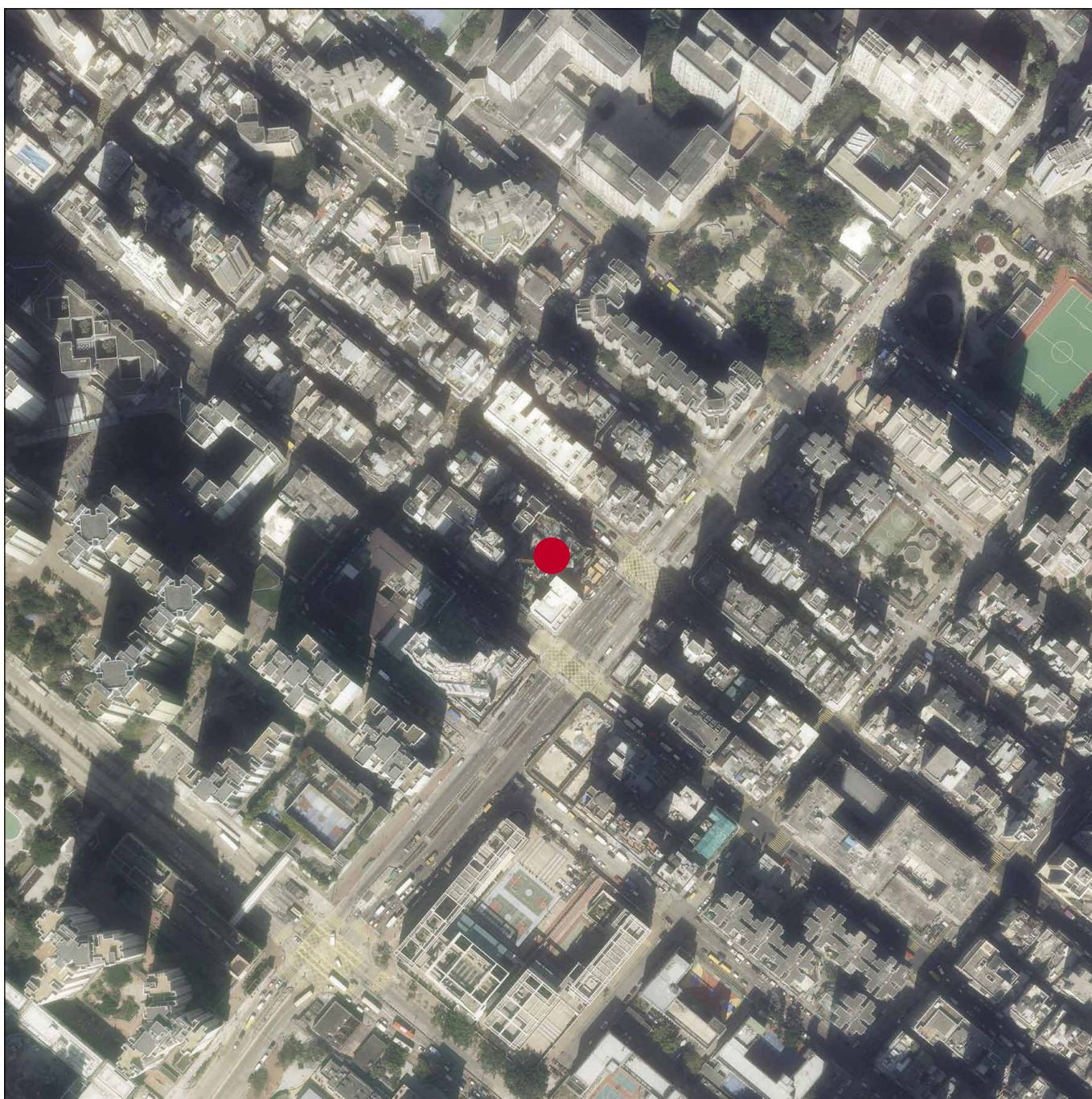
此位置圖是由賣方擬備並參考地政總署測繪處於2021年11月25日出版之數碼地形圖，圖幅編號T11-NW-B，有需要處經修正處理。  
This location plan is prepared by the Vendor with reference to the Digital Topographic Map No. T11-NW-B dated 25th November 2021 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

地圖由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。  
The Map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

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



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



● 發展項目的位置  
Location of the Development



航空照片由香港地理數據站提供，香港特別行政區政府為知識產權擁有人。

The Aerial Photo is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.

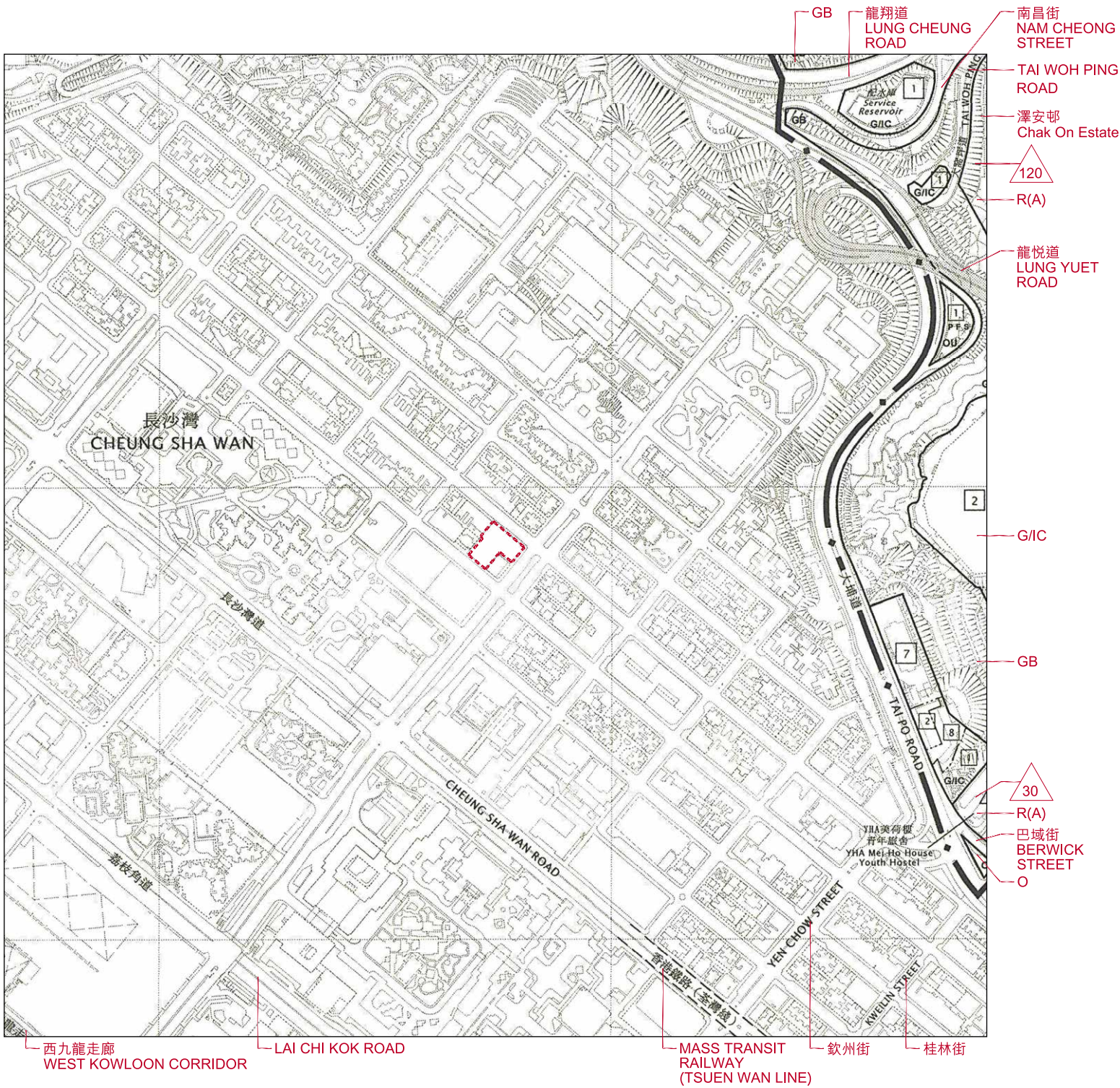
摘錄自地政總署測繪處於2021年2月5日在深水埗6,900呎的飛行高度拍攝之鳥瞰照片，編號為E139796C。

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 in Sham Shui Po, Photo No. E139796C, dated 5th February 2021.

備註：因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。

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





發展項目的位置  
Location of the Development



比例尺 SCALE: 0米(M) 100米(M) 200米(M) 300米(M) 400米(M) 500米(M)

圖例 NOTATION

地帶 ZONES

	綠化地帶 Green Belt
	政府、機構或社區 Government, Institution or Community
	休憩用地 Open Space
	其他指定用途 Other Specified Uses
	住宅(甲類) Residential (Group A)

交通 COMMUNICATIONS

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

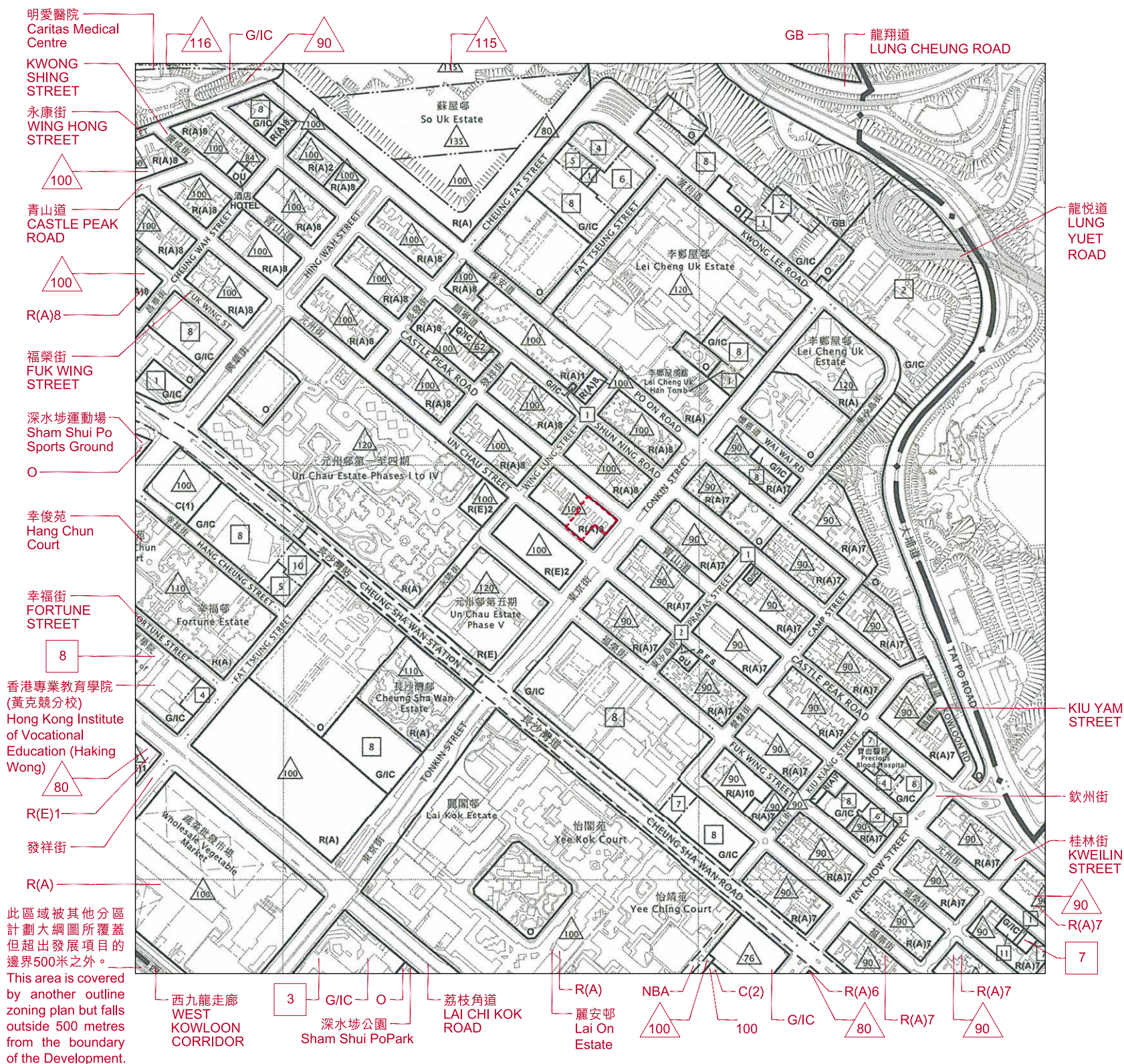
其他 MISCELLANEOUS

	規劃範圍界線 Boundary of Planning Scheme
	建築物高度管制區界線 Building Height Control Zone Boundary
	最高建築物高度(在主水平基準上若干米) Maximum Building Height (in Metres Above Principal Datum)
	最高建築物高度(樓層數目) Maximum Building Height (in Number of Storeys)
	加油站 Petrol Filling Station

摘錄自2021年8月20日刊憲之石硤尾 (九龍規劃區第4區)分區計劃大綱草圖，圖則編號為S/K4/30。  
Adopted from part of the draft Shek Kip Mei (Kowloon Planning Area No.4 ) Outline Zoning Plan, Plan No. S/K4/30, gazetted on 20th August 2021.

備註：由於技術原因，此分區計劃大綱圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。  
Note: The outline zoning plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason.





發展項目的位置

Location of the Development

## 圖例 NOTATION

## 地帶 ZONES

- C** 商業 Commercial
- G/I/C** 政府、機構或社區  
Government, Institution or Community
- GB** 綠化地帶 Green Belt
- O** 休憩用地 Open Space
- OU** 其他指定用途  
Other Specified Uses
- R(A)** 住宅(甲類)  
Residential (Group A)
- R(E)** 住宅(戊類)  
Residential (Group E)

## 交通 COMMUNICATIONS

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

## 其他 MISCELLANEOUS

- 規劃範圍界線 Boundary of Planning Scheme
- 建築物高度管制區界線 Building Height Control Zone Boundary
- 最高建築物高度(在主水平基準上若干米)  
Maximum Building Height (in Metres Above Principal Datum)
- 最高建築物高度(樓層數目) Maximum Building Height (in Number of Storeys)
- 非建築用地 Non-building Area
- 加油站 Petrol Filling Station

摘錄自2016年12月16日刊憲之長沙灣(九龍規劃區第5區)分區計劃大綱核准圖，圖則編號為S/K5/37。

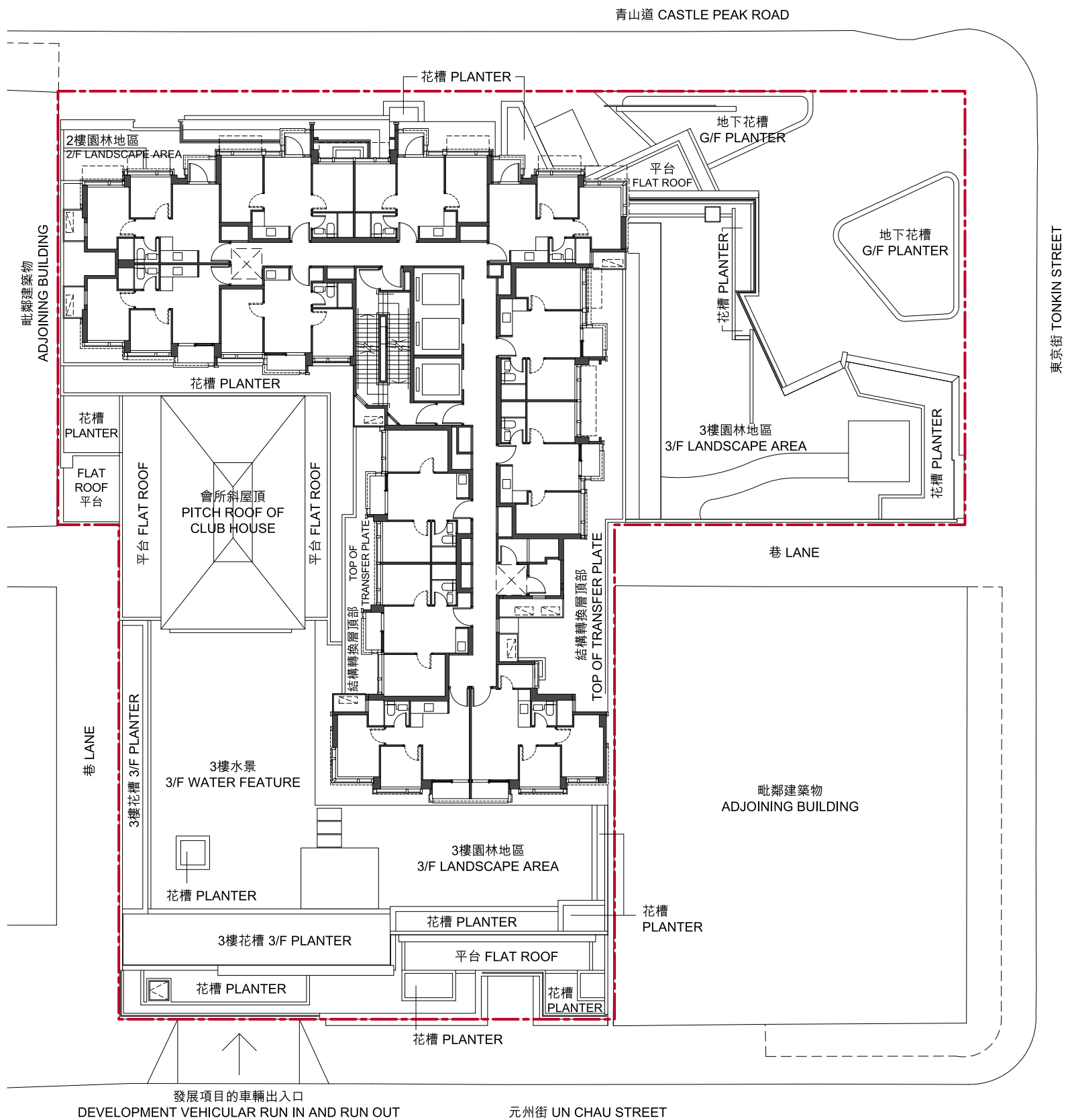
Adopted from part of the approved Cheung Sha Wan (Kowloon Planning Area No.5) Outline Zoning Plan, Plan No. S/K5/37, gazetted on 16th December 2016.

備註：由於技術原因，此分區計劃大綱圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。

Note: The outline zoning plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason.



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



發展項目的界線  
Boundary of the Development



比例尺 SCALE : 0米(M) 10米(M) 20米(M)

由發展項目的認可人士提供的此等建築物及設施的預計落成日期為2022年9月30日。  
The estimated date of completion of these buildings and facilities as provided by the Authorized Person for the Development is 30th September 2022.

備註：圖中所示之發展項目住宅樓層布局是參照適用於7樓住宅的樓面平面圖。  
Note : The layout of the residential floor of the Development shown in this plan is made reference to the residential floor plan applicable to 7/F.



## 5樓平面圖

## 5/F FLOOR PLAN



備註 : 1. 水平鰭片在上方只適用於其相關減音窗(上懸式)之樓層, 如圖所示。

2. 平面圖所列之數字為以毫米標示之建築結構尺寸。

Notes : 1. Horizontal Fin Above is only applicable on the same floor of corresponding acoustic window (top hung type) as shown on plan.

2. The dimensions in floor plans are all structural dimensions in millimeter.

每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat								
		A	B	C	D	E	F	G	H	J
層與層之間的高度(毫米) Floor-to-Floor Height (mm)	5樓 5/F	2950, 3225, 3250, 3300, 3400, 3650, 3700	3200, 3250, 3300, 3400, 3450, 3700	3200, 3250, 3300, 3400, 3450, 3650, 3700	3000, 3200, 3250, 3300, 3400, 3450, 3650, 3700	3200, 3250, 3300, 3400, 3650, 3700	3200, 3250, 3300, 3400, 3650, 3700	3250, 3275, 3300, 3450, 3700	3250, 3275, 3300, 3450, 3700	3000, 3200, 3250, 3300, 3400, 3450, 3700
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)		125, 150	150	150	125, 150	150	150	150	150	150

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。  
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

請參閱本售樓說明書第28頁為住宅物業樓面平面圖而設之備註及圖例。  
Please refer to page 28 of this sales brochure for the notes and legends for the floor plans of residential properties.

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 6樓平面圖

### 6/F FLOOR PLAN



備註 : 1. 水平鰭片在上方只適用於其相關減音窗(上懸式)之樓層, 如圖所示。  
2. 平面圖所列之數字為以毫米標示之建築結構尺寸。

Notes : 1. Horizontal Fin Above is only applicable on the same floor of corresponding acoustic window (top hung type) as shown on plan.  
2. The dimensions in floor plans are all structural dimensions in millimeter.



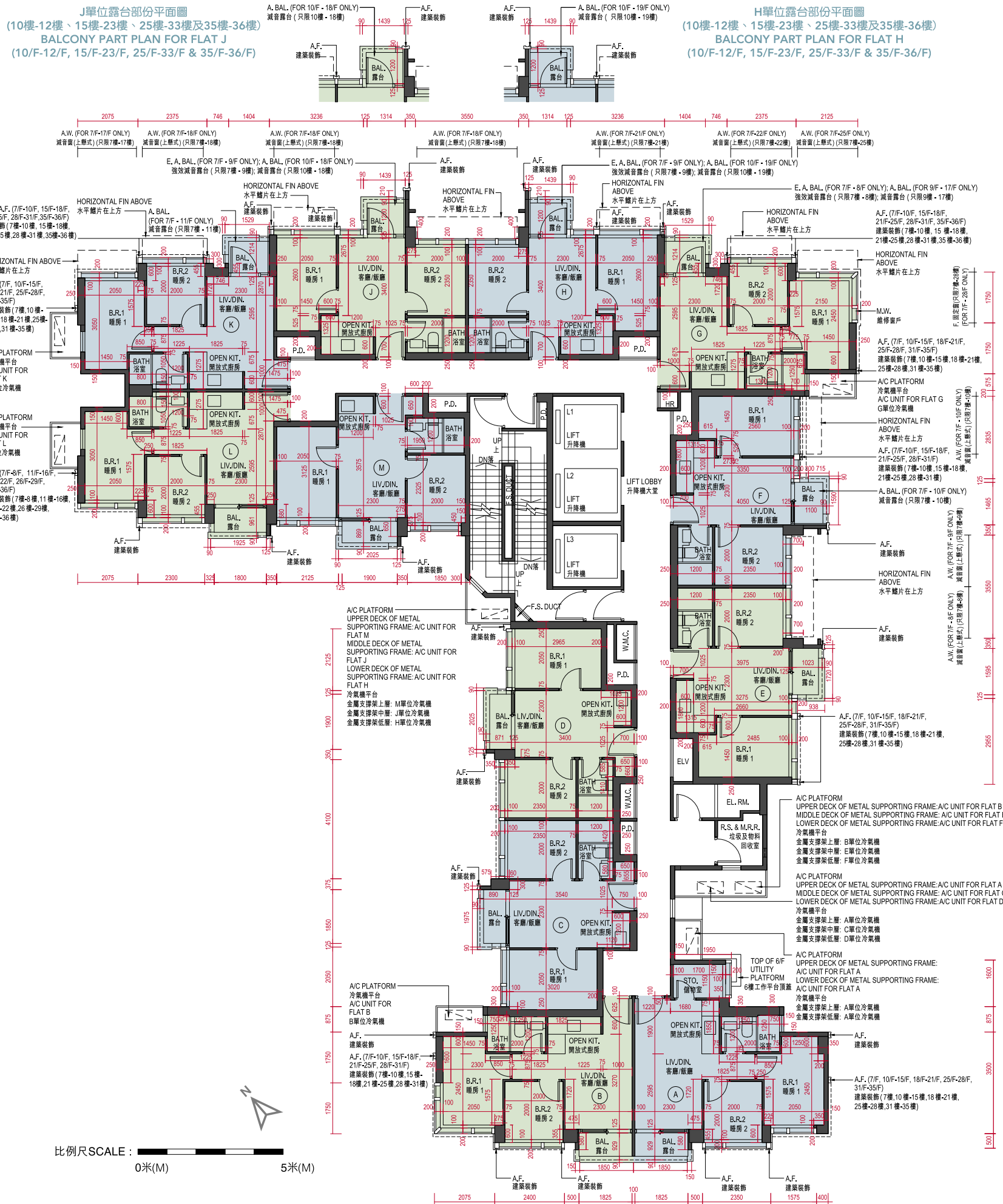
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		A	B	C	D	E	F	G	H	J	K
層與層之間的高度(毫米) Floor-to-Floor Height (mm)	6樓 6/F	2825, 3000, 3125, 3200, 3250, 3300, 3475, 3550, 3725	3000, 3250, 3300, 3450, 3500, 3550, 3750	3250, 3300, 3450, 3550, 3750	2750, 2950, 3000, 3050, 3200, 3250, 3300, 3450, 3550	2825, 3000, 3075, 3200, 3250, 3300, 3550, 3750	3050, 3250, 3300, 3450, 3550	3050, 3250, 3300, 3450, 3550	3250, 3300	3250, 3300	3250, 3300, 3550
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)		125, 150	150	150	150	125, 150	150	150	150	150	150

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。  
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

請參閱本售樓說明書第28頁為住宅物業樓面平面圖而設之備註及圖例。  
Please refer to page 28 of this sales brochure for the notes and legends for the floor plans of residential properties.

## 7樓-12樓、15樓-23樓、25樓-33樓及35樓-36樓平面圖

## 7/F-12/F, 15/F-23/F, 25/F-33/F &amp; 35/F-36/F FLOOR PLAN



每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat											
		A	B	C	D	E	F	G	H	J	K	L	M
層與層之間的高度(毫米) Floor-to-Floor Height (mm)	7樓-12樓、 15樓-23樓、 25樓-33樓及 35樓	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)		125, 150	125, 150	150	150	150	150	125, 150	150	150	125, 150	125, 150	125, 150

每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat											
		A	B	C	D	E	F	G	H	J	K	L	M
層與層之間的高度(毫米) Floor-to-Floor Height (mm)	36樓 36/F	2950, 3000, 3200, 3225, 3250	2850, 2950, 3000, 3150, 3200, 3250, 3400, 3575	3150, 3250, 3300, 3500, 3550, 3750	2750, 2950, 3000, 3200, 3250, 3300, 3550, 3750	3150, 3250, 3300, 3400, 3550, 3750	2750, 2950, 3200, 3250, 3300, 3450, 3550, 3750	2775, 2825, 2950, 3025, 3075, 3200, 3250, 3300	3000, 3150, 3200, 3250, 3450, 3650	2900, 3000, 3150, 3200, 3250, 3450, 3650	2775, 2825, 2950, 3025, 3075, 3200, 3250	2775, 2825, 2950, 3025, 3075, 3200, 3250	2900, 3150, 3200, 3250, 3450, 3500, 3650
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)		125, 150	150	150, 250	150, 250	150	150	125, 150	150, 250	150, 250	125, 150	125, 150	150, 250

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。  
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

請參閱本售樓說明書第28頁為住宅物業樓面平面圖而設之備註及圖例。  
Please refer to page 28 of this sales brochure for the notes and legends for the floor plans of residential properties.



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

## 37樓平面圖 37/F FLOOR PLAN



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

每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat					
		A	B	C	D	E	F
層與層之間的高度(毫米) Floor-to-Floor Height (mm)	37樓 37/F	3325, 3375, 3575, 3625, 3750, 3800	3325, 3375, 3625, 3750, 3800	3325, 3375, 3625, 3750, 3800	3325, 3375, 3625, 3825,	3325, 3375, 3575, 3625, 3825	3325, 3375, 3575, 3625, 3775
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)		175	175	175	175	175	175

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。  
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

請參閱本售樓說明書第28頁為住宅物業樓面平面圖而設之備註及圖例。  
Please refer to page 28 of this sales brochure for the notes and legends for the floor plans of residential properties.

在本頁上之備註和圖例適用於全部的「發展項目的住宅物業的樓面平面圖」頁數。

The notes and legends on this page apply to all pages of “Floor plans of residential properties in the Development”.

### 樓面平面圖圖例

#### Legends of the Floor Plans

A. BAL.	=	減音露台 Acoustic Balcony
A.W.	=	減音窗(上懸式) Acoustic Window (Top Hung Type)
A.F.	=	建築裝飾 Architectural Feature
A/C PLATFORM	=	冷氣機平台 Air-conditioner Platform
BAL.	=	露台 Balcony
BAL. ABOVE	=	上層露台位置 Balcony Above
BATH	=	浴室 Bathroom
BATH 1	=	浴室 1 Bathroom 1
BATH 2	=	浴室 2 Bathroom 2
B.R.1	=	睡房 1 Bedroom 1
B.R.2	=	睡房 2 Bedroom 2
B.R.3	=	睡房 3 Bedroom 3
COVER OF BAL.	=	露台頂蓋 Cover of Balcony
DN	=	落 Down
E.A. BAL.	=	強效減音露台 Enhanced Acoustic Balcony
ELV	=	特低壓電線槽 Extra Low Voltage Cable Duct
EL. RM.	=	電掣房 Electrical Room
F.	=	固定窗戶 Fixed Window
F.S. DUCT	=	消防裝置槽 Fire Service Duct
HR	=	消防喉轆 Hose Reel
KIT.	=	廚房 Kitchen
LIV. / DIN.	=	客廳/飯廳 Living Room / Dining Room
M.W.	=	維修窗戶 Maintenance Window
OPEN KIT.	=	開放式廚房 Open Kitchen
P.D.	=	管道槽 Pipe Duct
R.S. & M.R.R.	=	垃圾及物料回收室 Refuse Storage and Material Recovery Room
STO.	=	儲物室 Store Room
TOP of C.W.	=	幕牆頂部 Top of Curtain Wall
U.P.	=	工作平台 Utility Platform
UP	=	上 Up
W.M.C.	=	水錶櫃 Water Meter Cabinet

備註：

1. 部分住宅物業的露台、工作平台、平台或外牆或設有外露之公用喉管，或外牆裝飾板內藏之公用喉管。
2. 部分住宅物業內之部分天花或有跌級樓板，用以安裝上層之機電設備或配合上層之結構、建築設計及/或裝修設計上的需要。
3. 部分住宅物業內或設有假陣或假天花用以安裝冷氣喉管及/或其他機電設備。
4. 樓面平面圖所列之數字為以毫米標示之建築結構尺寸。
5. 各住宅物業的樓面平面圖內所展示之裝置及設備的圖標如浴缸、洗面盆、座廁、淋浴間、洗滌盆、櫃(如有)等乃根據最新經批准的建築圖則擬備，其形狀、尺寸、比例或與實際提供的裝置及設備存在差異，僅供示意及參考之用。
6. 不設4樓、13樓、14樓、24樓及34樓

Notes:

1. Common pipes exposed or enclosed in cladding may be located at the balcony, utility platform, flat roof or external wall of some residential properties.
2. There may be sunken slabs at some parts of the ceiling inside some residential properties for the installation of mechanical and electrical services of the floor above or due to the structural, architectural and/or decoration design requirements of the floor above.
3. There may be ceiling bulkheads or false ceiling inside some residential properties for the installation of air-conditioning conduits and/or other mechanical and electrical services.
4. The dimensions of the floor plans are all structural dimensions in millimeter.
5. Those icons of fittings and appliances shown on the floor plans of residential properties like bathtubs, wash basins, water closets, shower cubicles, sink units, cabinets (if any) etc. are prepared in accordance with the latest approved building plans. Their shapes, dimensions, scales may be differed from the fittings and appliances actually provided and they are for indication and reference only.
6. 4/F, 13/F, 14/F, 24/F and 34/F are omitted.



11

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

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積)平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
5樓 5/F	A	71.428 (769) 露台 Balcony: 3.479 (37) 工作平台 Utility Platform: 1.5 (16)	—	—	—	—	—	—	—	—	—	—
	B	30.338 (327) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	C	40.837 (440) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	D	47.521 (512) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	E	29.968 (323) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	F	29.968 (323) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	G	30.769 (331) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	H	30.572 (329) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	J	29.961 (323) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。  
The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。  
Note: Areas in square metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

11

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

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積)平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
6樓 6/F	A	71.428 (769) 露台 Balcony: 3.479 (37) 工作平台 Utility Platform: 1.5 (16)	—	—	—	—	—	—	—	—	—	—
	B	29.961 (323) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	C	29.963 (323) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	D	41.490 (447) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	E	47.521 (512) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	F	29.968 (323) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	G	29.968 (323) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	H	30.769 (331) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	J	30.572 (329) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	K	29.961 (323) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。  
The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。  
Note: Areas in square metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.



物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積)平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
7樓-12樓、 15樓-23樓、 25樓-33樓及 35樓-36樓 7/F-12/F, 15/F-23/F, 25/F-33/F & 35/F-36/F	A	35.045 (377) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	B	31.377 (338) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	C	29.910 (322) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	D	29.911 (322) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	E	29.965 (323) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	F	29.939 (322) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	G	30.806 (332) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	H	29.968 (323) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	J	29.968 (323) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	K	30.681 (330) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	L	30.559 (329) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—
	M	29.958 (322) 露台 Balcony: 2.0 (22) 工作平台 Utility Platform: —	—	—	—	—	—	—	—	—	—	—

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。  
 The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。  
 Note: Areas in square metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

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

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積)平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
37樓 37/F	A	42.482 (457) 露台 Balcony: — 工作平台 Utility Platform: —	—	—	—	13.671 (147)	—	—	—	—	—	—
	B	42.143 (454) 露台 Balcony: — 工作平台 Utility Platform: —	—	—	—	12.700 (137)	—	—	—	—	—	—
	C	41.983 (452) 露台 Balcony: — 工作平台 Utility Platform: —	—	—	—	13.426 (145)	—	—	—	—	—	—
	D	42.341 (456) 露台 Balcony: — 工作平台 Utility Platform: —	—	—	—	12.328 (133)	—	—	—	—	—	—
	E	38.028 (409) 露台 Balcony: — 工作平台 Utility Platform: —	—	—	—	18.751 (202)	—	—	—	—	—	—
	F	36.516 (393) 露台 Balcony: — 工作平台 Utility Platform: —	—	—	—	24.625 (265)	—	—	—	—	—	—

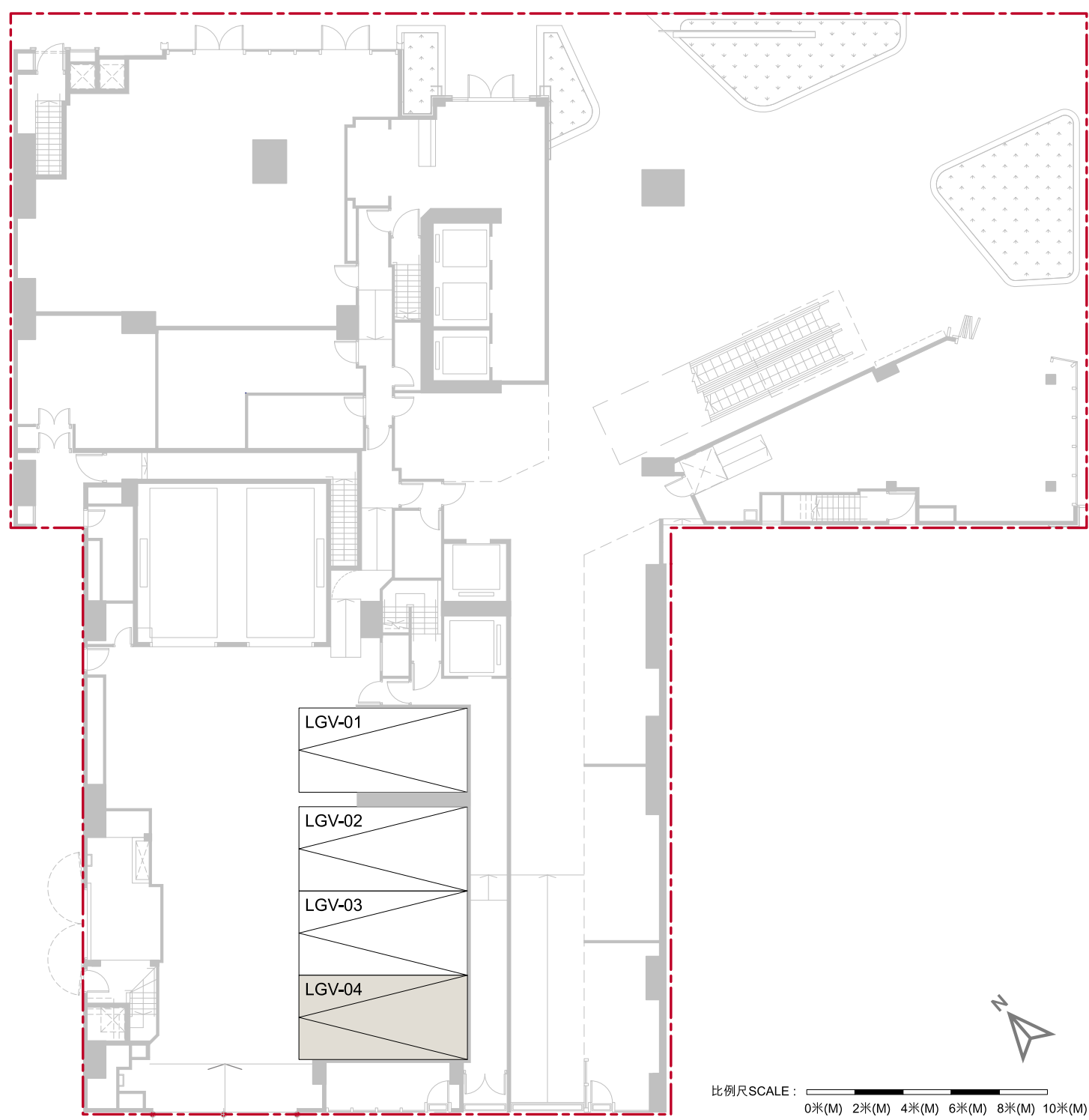
實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。  
The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.


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



Note: Areas in square metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.



地下平面圖  
G/F FLOOR PLAN



 發展項目的界線  
Boundary of the Development

位置 Location	停車位類別 Type of Parking Space	停車位編號 Parking Space Number	數目 Number	尺寸 (長×闊) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area of each Parking Space (sq.m.)
地下 G/F	 住宅上落貨車位 Residential Loading and Unloading Space	LGV-04	1	7.0 x 3.5	24.5
	 商戶上落貨車位 Commercial Loading and Unloading Space	LGV-01, LGV-02, LGV-03	3	7.0 x 3.5	24.5

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

地庫1層平面圖  
B1/F FLOOR PLAN



位置 Location	停車位類別 Type of Parking Space	停車位編號 Parking Space Number	數目 Number	尺寸 (長×闊) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area of each Parking Space (sq.m.)
地庫1層 B1/F	<div></div> 住宅停車位 Residential Car Parking Space	12 - 23	12	5.0 x 2.5	12.5
	<div></div> 訪客停車位 Visitors' Car Parking Space	10	1	5.0 x 2.5	12.5
	<div></div> 訪客暢通易達停車位 Visitor Accessible Parking Space	9	1	5.0 x 3.5	17.5
	<div></div> 住宅電單車停車位 Residential Motor Cycle Parking Space	M1 - M2	2	2.4 x 1.0	2.4
	<div></div> 商戶停車位 Commercial Car Parking Space	1 - 8 & 11	9	5.0 x 2.5	12.5



1. 在簽立臨時買賣合約時須支付款額為5%的臨時訂金。
2. 買方在簽署臨時買賣合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
3. 如買方沒有在訂立該臨時買賣合約的日期之後的5個工作日內簽立正式買賣合約 -
  - i. 該臨時買賣合約即告終止；
  - 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正式買賣合約，而針對買方提出進一步申索。

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.
2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement for sale and purchase will be held by a firm of solicitors acting for the owner, as stakeholders.
3. If the purchaser fails to sign the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement for sale and purchase -
  - i. that preliminary agreement for sale and purchase is terminated;
  - ii. the preliminary deposit is forfeited; and
  - iii. the owner does not have any further claim against the purchaser for the failure.

A. 發展項目的公用部分

「公用地方及設施」指所有公用地方及所有公用設施。

「公用地方」指所有停車場公用地方、發展項目公用地方及住宅公用地方。

「公用設施」指所有停車場公用設施、發展項目公用設施及住宅公用設施。

「停車場公用地方」指該土地及發展項目內供訪客停車位、住宅上落貨停車位、商業上落貨停車位及車位業主和佔用人共同使用與享用的所有該等區域或部分，在不限於上述一般適用範圍下，包括(i)車用升降機和行車道；(ii)外牆；及(iii)地庫1層的消防升降機大堂，但不包括發展項目公用地方及住宅公用地方。

「停車場公用設施」指在停車場公用地方內安裝供訪客停車位、住宅上落貨停車位、商業上落貨停車位及車位業主和佔用人共同使用或享用，而並非供任何個別車位業主或整個發展項目獨家使用或享用的所有該等裝置及設施，在不限於上述一般適用範圍下，包括供整個發展項目停車場而非僅其任何特定部分(如有)獨家使用的機電裝置及設備，以及用於根據《道路交通條例》(香港法例第374章)獲發牌的電動汽車充電或與之有關的所有設施，該等設施包括但不限於電線／電纜、管道／線槽、電動車充電器和基箱、插座、鎖和外殼、安裝電動車充電器的電桿(如有)，以及其他安全及／或保護裝置、充電站、設備、機械，及用於該目的或與之有關的其他電力或其他裝置或其他設備。

「發展項目公用地方」指供單位業主及佔用人共同使用與享用，而非透過公契(「公契」)或其他方式給予首名業主或任何個別單位業主使用及未另行具體轉讓的該土地及發展項目的所有該等區域或部分，在不限於上述一般適用範圍下，包括：

- (i) 3樓的管理處、變壓器房、機房、支柱、橫樑、平板、其他結構物和支撐物(不構成商用樓宇、車位、停車場公用地方、住宅單位和住宅公用地方的部分)、消防升降機大堂(構成停車場公用地方、商用樓宇和住宅公用地方的部分除外)，及位於該土地內的污水處理系統部分；
- (ii) 供安裝或使用天線分佈系統、電訊網絡設施及移動網絡的區域；
- (iii) 發展項目的外牆(不構成商用樓宇、住宅單位和住宅公用地方的部分)；
- (iv) 符合《建築物管理條例》(香港法例第334章)第2條中「公用部分」釋義的區域，但不包括停車場公用地方及住宅公用地方。

「發展項目公用設施」指在發展項目公用地方內安裝供所有單位作為便利設施共同使用或享用，而並非供個別單位獨家享用的所有該等裝置及設施，在不限於上述一般適用範圍下，包括吊船、公共天線、所有訊號接收器、污水渠、排水渠、雨水渠、水道、電纜、導管、電線、管道、沖廁水總喉、食用水總喉、閉路電視、沙井、出於安全目的在發展項目公用地方安裝的其他設施和設備，機械和機器及發展項目的其他類似裝置、設施或裝備，用於發展項目供電的電纜室及所有輔助設施和配套電力安裝設備和設施。

「住宅公用地方」指供住宅單位業主及佔用人共同使用與享用，而非透過公契或其他方式給予首名業主或任何個別住宅單位業主及未另行具體轉讓的該土地及發展項目的所有該等區域或部分，在不限於上述一般適用範圍下，包括：

- (i) 康樂設施；
- (ii) 訪客停車位(其中發展項目地庫1層的第「9」號車位亦為傷殘人士停車位)；
- (iii) 住宅上落貨停車位；
- (iv) 有蓋園景區和綠化地方(構成商用樓宇的部分除外)；
- (v) 管槽、簷篷、平台(構成住宅單位的部分除外)、地下的管理員櫃枱、消防升降機大堂(構成停車場公用地方、商用樓宇和發展項目公用地方的部分除外)、通往規定樓梯的防護大堂(構成商用樓宇的部分除外)；
- (vi) 構成住宅公用地方一部分的外牆(但不構成商用樓宇、發展項目公用地方和住宅單位的一部分)，包括但不限於：
  - (1) 其上的建築鱗片及特色；
  - (2) 毗鄰住宅單位的空調機平台(包括百葉及／或其金屬支撐架(如有))，或可能指定作該用途的其他區域(如有)；及
  - (3) 幕牆(圍封住宅單位的幕牆的可開啟窗戶除外)，但不包括構成相關住宅單位一部分的露台、工作平台或平台的玻璃欄杆、金屬欄杆或護欄；
- (vii) 5樓露台下方的有蓋區域，但不包括停車場公用地方及發展項目公用地方。

「住宅公用設施」指在住宅公用地方內安裝供所有住宅單位共同使用或享用，而並非供任何個別住宅單位或整個發展項目使用獨家使用或享用的所有該等裝置及設施，在不限於上述一般適用範圍下，包括住宅公用地方的所有指定升降機、電線、電纜、管道、導管、排水渠、閉路電視、出於安全目的在住宅公用地方安裝的其他設施和設備，以及康樂設施內的運動和康樂設施。

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

單位	樓層*			
	5樓	6樓	7樓至36樓	37樓
A	714	714	350	437
B	303	299	313	433
C	408	299	299	432
D	475	414	299	435
E	299	475	299	398
F	299	299	299	389
G	307	299	308	—
H	305	307	299	—
J	299	305	299	—
K	—	299	306	—
L	—	—	305	—
M	—	—	299	—

備註：\* 不設4樓、13樓、14樓、24樓及34樓。

**C. 有關發展項目的管理人的委任年期**

發展項目的管理人的最初任期為由公契的日期起計兩(2)年，其後繼續任職直至根據公契條款終止為止。

**D. 發展項目的住宅物業的擁有人之間分擔管理開支的基準**

每個住宅單位業主須根據公契規定的原則按他的住宅單位獲分配的管理份數分擔發展項目的管理開支(基於管理人編製的發展項目管理預算和住宅管理預算釐定)。住宅單位獲分配的管理份數數目與該住宅單位獲分配的不分割份數數目相等。

**E. 計算管理費按金的基準**

相等於該單位應付第一年的預算管理開支的每月分擔款項的3個月款額作為保證金。

**F. 擁有人在發展項目中保留作自用的範圍**

不適用。

註：

除售樓說明書另作定義外，本「公契的摘要」章節使用的專有詞語具有公契內該詞語的相同意義。

請查閱最新公契擬稿以了解全部詳情。公契擬稿全文現存於售樓處，於開放時間可供免費查閱，並可在要求及支付所需影印費後取得最新公契擬稿之複印本。



### A. Common parts of the Development

**"Common Areas and Facilities"** means all of the Common Areas and all of the Common Facilities.

**"Common Areas"** means all of the Carpark Common Areas, the Development Common Areas and the Residential Common Areas.

**"Common Facilities"** means all of the Carpark Common Facilities, the Development Common Facilities and the Residential Common Facilities.

**"Carpark Common Areas"** means all those areas or parts of the Land and the Development the right to the use of which is designated for the common use and benefit of the Owners and occupiers of the Visitors' Parking Spaces, the Residential Loading and Unloading Space, the Commercial Loading and Unloading Spaces, and the Car Parks and which include, without limiting the generality of the foregoing, (i) car lifts and driveways, (ii) external walls and (iii) fireman's lift lobby on Basement 1 Floor but shall exclude the Development Common Areas and the Residential Common Areas.

**"Carpark Common Facilities"** means all those installations and facilities in the Carpark Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Visitors' Parking Spaces, the Residential Loading and Unloading Space, the Commercial Loading and Unloading Spaces, and the Car Parks and not for the exclusive use or benefit of any individual Car Park or the Development as a whole and, without limiting the generality of the foregoing, including electrical and mechanical installation and equipment exclusively for the carpark of the Development as a whole and not just any particular part thereof (if any) and all such facilities for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong) and such facilities shall include but not limited to such wires/cables, ducts/trunking, electric vehicle charger with base box, socket outlet, locks and covers, pole with electric vehicle charger installed thereon (if any) and other security and/or protective devices, charging station, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.

**"Development Common Areas"** means all those areas or parts of the Land and the Development the right to the use of which is designated for the common use and benefit of the Owners and occupiers of the Units and is not given by the Deed of Mutual Covenant ("the DMC") or otherwise to the First Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing:-

- (i) management office on 3/F, transformer room, plant room(s), columns, beams, slabs and other structural elements and supports (that do not form part of the Commercial Accommodation, Car Parks, Carpark Common Areas, Residential Units and Residential Common Areas), fireman's lift lobby(ies) (excluding those forming part of the Carpark Common Areas, the Commercial Accommodation and the Residential Common Areas), and such part of the sewage disposal system located within the Land;
- (ii) areas for the installation or use of aerial broadcast distribution, telecommunications network facilities and mobile network;

- (iii) external walls of the Development (not forming part of the Commercial Accommodation, the Residential Units and the Residential Common Areas);
- (iv) such areas within the meaning of "common parts" as defined in Section 2 of the Ordinance but shall exclude the Carpark Common Areas and the Residential Common Areas.

**"Development Common Facilities"** means all those installations and facilities in the Development Common Areas used in common by or installed for the common benefit of all the Units as part of the amenities thereof and not for the exclusive benefit of any individual Unit and, without limiting the generality of the foregoing, including the gondola, communal aerial, all signal receivers, sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, CCTV, manholes and other facilities and equipment installed in the Development Common Areas for security purposes, plant and machinery and other like installations, facilities or services of the Development, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Development.

**"Residential Common Areas"** means all those areas or parts of the Land and the Development the right to the use of which is designated for common use and benefit of the Owners and occupiers of Residential Units and is not given by the DMC or otherwise to the First Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include:-

- (i) the Recreational Facilities;
- (ii) the Visitors' Parking Spaces (among which the space No. "9" on Basement 1 Floor of the Development is also a Parking Space for the Disabled Persons);
- (iii) the Residential Loading and Unloading Space;
- (iv) the covered landscaped areas and the Greenery Areas (excluding those forming parts of the Commercial Accommodation);
- (v) pipe ducts, canopies, flat roofs (excluding those forming part of the Residential Units), caretakers' counter on the G/F, fireman's lift lobby(ies) (excluding those forming part of the Carpark Common Areas, the Commercial Accommodation and the Development Common Areas), protected lobby(ies) to a required staircase (excluding those forming part of the Commercial Accommodation);
- (vi) the external walls which form part of the Residential Common Areas (and not forming part of the Commercial Accommodation, Development Common Areas and Residential Units) and including but not limited to:-
  - (1) the architecture fins and features thereon;
  - (2) the air-conditioning platforms (including the louvers and/or metal supporting frames thereof (if any)) adjacent to the Residential Units, or such other area(s), if any, as may be designated for that purpose; and
  - (3) the Curtain Wall (excluding openable windows on the Curtain Wall enclosing the Residential Units), BUT excluding the glass balustrades, metal balustrades or railings of the balconies, utility platforms or flat roofs which form part of the relevant Residential Units;
- (vii) the covered areas underneath the balcony on 5/F; but shall exclude the Carpark Common Areas and the Development Common Areas.

**“Residential Common Facilities”** means all those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of all the Residential Units and not for the exclusive use or benefit of any individual Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include all lifts designated in the Residential Common Areas, wires, cables, ducts, pipes, drains, CCTV and other facilities and equipment installed in the Residential Common Areas for security purposes, the sports and recreational facilities in the Recreational Facilities.

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

Flat	Floor*			
	5/F	6/F	7/F to 36/F	37/F
A	714	714	350	437
B	303	299	313	433
C	408	299	299	432
D	475	414	299	435
E	299	475	299	398
F	299	299	299	389
G	307	299	308	—
H	305	307	299	—
J	299	305	299	—
K	—	299	306	—
L	—	—	305	—
M	—	—	299	—

Remark: \* 4/F, 13/F, 14/F, 24/F and 34/F are omitted.

**C. Terms of years for which the manager of the Development is appointed**

The manager for the Development shall be appointed for an initial term of two (2) years commencing from the date of the DMC and to be continued thereafter unless and until terminated in accordance with the terms of the DMC.

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

Each Owner of a Residential Unit shall contribute towards the management expenses (which shall be based on the Development Management Budget and the Residential Management Budget prepared by the Manager) of the Development in accordance with the Management Shares allocated to his Residential Unit and the principles provided in the DMC. The number of the Management Shares allocated to a Residential Unit is the same as the number of the Undivided Shares allocated to that Residential Unit.

**E. Basis on which the management fee deposit is fixed**

A sum as security equivalent to 3 months’ monthly contribution of the first year’s budgeted management expenses payable in respect of the Unit.

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

Not applicable.

Note:

Unless otherwise defined in this sales brochure, the capitalized terms used in this “Summary of Deed of Mutual Grant” section shall have the same meaning of such terms in the DMC.

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



1. 發展項目位於新九龍內地段第6585號餘段(「地段」)，根據日期為2019年1月24日的批地條件第20334號(「批地文件」)租用該地段。

2. 該地段的批地年期由2019年1月24日起計50年。

3. 批地文件一般條件第4條規定：

「如由違反此等條件或對毗連或毗鄰土地或對該地段造成任何損害或土壤及地下水污染而引起任何訴訟、司法程序、法律責任、要求、費用、開支、損失(不論財務或其他方面)及索償，而地政總署署長(下文稱為「署長」，其意見為最終意見並對承批人具有約束力)認為有關損害或土壤及地下水污染由承批人使用該地段或對該地段或其部分進行開發或重建或在該地段上開展的任何活動或進行的任何其他工程造成(不論有關使用、開發或重建、活動或工程是否符合此等條件或違反該等條件)，承批人應就所有該等訴訟、司法程序、法律責任、要求、費用、開支、損失(不論財務或其他方面)及索償向政府作出彌償，並確保其獲彌償保障。」

4. 批地文件一般條件第6條規定：

「(a) 承批人須在整個租期期間按此等條件對已建或重建建築物(該詞指本一般條件(b)款預期的重建工程)：

(i) 按核准的設計、配置及任何核准圖則保養一切建築物，不得對其作出修訂或更改；及

(ii) 保養已建或按此等條件或按任何修訂合同今後興建的一切建築物處於修繕妥當及良好的保養狀態及於租約結束或提前終止以該狀態交還。

(b) 倘若在租期的任何時候清拆當時在該地段或其中任何部分上面的任何建築物，承批人須興建相同類型和不少於其總樓面面積的品質良好的建築物或署長批准的類型及價值的建築物作為代替。如果進行上述清拆，承批人須在上述清拆的一個曆月內向署長申請其同意進行重新開發該地段的建築工程。當收到上述同意後必須在三個曆月內開展重建的必要工程及在署長規定的期限內以署長滿意的方式完成重建。」

5. 批地文件一般條件第8條規定：

「此等條件要求合併的任何私家街道、道路及小巷須安置使署長滿意並由署長決定納入或不納入批租的土地，在任何一種情況下，須在要求時免費交還給政府。如果上述街道、道路及小巷交還給政府，必須由政府進行路面、路邊石、排水渠(污水及雨水排水渠)、渠道及路燈工程，費用由承批人承擔，其後用公幣進行保養。如果上述私家街道、道路及小巷仍然是批租土地之部分，必須由承批人出資進行照明、路面、路邊石、排水、開渠及保養工程，在一切方面使署長滿意。署長可為了公眾利益在需要時進行或促使他人進行安裝與保養路燈。承批人須承擔安裝路燈的資本性開支並允許工人及車輛自由出入批租的範圍，以便安裝與保養路燈。」

6. 批地文件特別條件第(3)條規定：

「(a) 承批人承認在本協議之日在該地段上興建了一些建築物及構築物及所述建築物及構築物部分伸展到毗連的政府土地(所述建築物及構築物下文統稱為「現存建築物及構築物」)。在批地文件特別條件第(4)條指定的日期之前，承批人須自費拆除及遷移現存建築物及構築物(該拆除及遷移工程在下文統稱為「拆遷工程」)，在一切方面使署長滿意。政府對現存建築物及構築物的使用、存在或其後拆除及遷移(不論直接還是間接)造成或導致或有關的承批人遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何義務或責任。承批人須對現存建築物及構築物的使用、存在或其後拆除與遷移直接或間接產生或有關的一切責任、損失、索償、費用、要求、訴訟或其他司法程序向政府作出彌償，並確保其獲彌償保障。」

(b) 承批人承認在本協議之日在粉紅色加藍斜線範圍(定義見下文批地文件特別條件第(9)(a)條)及現存路徑(定義見下文批地文件特別條件第(10)(a)條)上存在一些公共設施(所述公共設施下文稱為「現存公共設施」)及承諾在本批地文件特別條件第(4)條指定的日期或之前，自費遷移、重鋪及改道現存公共設施，在一切方面使署長滿意。在遷移、重鋪及改道全部現存公共設施，在一切方面使署長滿意之前，承批人應准許政府及就此等條件而言獲政府授權的公用事業單位在彼等為維護、遷移、重鋪及改道現存公共設施需要時於一切合理時間內有權出入、經過及往返該地段。政府及所述公用事業單位對使用、存在或其後遷移、重鋪及改道現存公共設施或彼等行使本(b)款下權利或其他原因(不論直接還是間接)造成或有關的承批人遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何義務或責任。承批人須對現存公共設施的使用、存在或其後遷移、重鋪及改道直接或間接產生或有關的一切責任、損失、索償、費用、要求、訴訟或其他司法程序向政府作出彌償，並確保其獲彌償保障。

(c) 在不損害本特別條件(a)款一般性的原則下，承批人承認在本協議之日，地段上有若干構築物(包括但不限於自分別於土地註冊處登記為新九龍內地段第2661號B段餘段、新九龍內地段第2759號及新九龍內地段第2797號A段餘段(於本批地文件附錄的圖則上顯示及標記為NKIL 2661 S.B RP、NKIL 2759及NKIL 2797 S.A RP(僅供識別))之整塊或整片土地(下文統稱為「毗連地段」)上興建的建築物伸出的管道、建築裝飾及棚架(所述構築物下文統稱為「佔用物」)及批出該地段乃基於佔用物的存在。政府不就佔用物或其任何部分的實際狀況、狀態或安全或就佔用物的興建、安裝或繼續存在是否符合《建築物條例》、據之制定的任何規例及任何修訂條例的條文，或就佔用物是否將拆除、遷移或糾正作出任何明示或默示的保證。政府不就佔用物或佔用物的存在、維護、維修、拆除或遷移或就因佔用物或佔用物的存在、維護、維修、拆除或遷移或承批人或任何其他人士開展的與之有關的任何工程或針對毗連地段的登記業主或佔用人或與之有關的任何其他人士採取步驟或法律程序或提起訴訟造成或引起或附帶的承批人或任何其他人士遭受或蒙受的任何損害、滋擾或干擾而對承批人或任何其他人士承擔任何義務或責任。承批人就佔用物或佔用物的存在、維護、維修、拆除或遷移直接或間接引起或相關的一切法律責任、損失、索償、費用、要求、訴訟或其他司法程序對政府作出彌償，並確保其獲彌償保障。

(d) 為免存疑，現存建築物及構築物以及佔用物的存在和批出該地段是基於其存在之事實，均不能在任何方面豁免承批人或放棄、解除、減少或更改承批人在此等條件之責任或在任何方面影響或損害政府於此等條件下對承批人違反、不遵守、不履行或不執行他在此等條件的責任所擁有的權利及補助。」

7. 批地文件特別條件第(4)條規定：

「承批人須開發該地段，在該地段上興建一幢或多幢建築物並於2025年3月31日\*或之前完工和使其適合佔用，在一切方面符合此等條件及目前或任何時候在香港實施的有關建築、衛生及規劃之一切法例、附例及規例。」

(\*根據九龍西區地政處發出的日期為2020年8月3日的函件，批地文件特別條件第(4)條(即建築契諾)所述該地段的開發項目竣工日期修訂為2025年9月30日以取代2025年3月31日，及批地文件特別條件第(3)(a)、(3)(b)、(9)(b)及(10)(c)條中的竣工日期相應地修訂為2025年9月30日。)



## 8. 批地文件特別條件第(5)條規定：

- 「(a) 除本特別條件(b)款規定外，該地段或其中任何部分或在其上已建或擬建的任何建築物不得用作非工業(不包括倉庫、酒店及加油站)用途以外的任何用途。
- (b) 除以下用途外，該地段已建或擬建的任何建築物或其中任何部分不得用作任何其他用途：
- (i) 最低三層用作非工業(不包括倉庫、酒店及加油站)用途；但是為免存疑，就本特別條件而言，地庫層(如已興建)須算作一層而不論其大小或樓面面積，而有關於地庫層的用途還須受本特別條件(b)(iii)款進一步限制；
- (ii) 其他樓層(若有超過三層地庫層，不包括最低三層之上的一層或多層地庫層(如已興建))作私人住宅用途；及
- (iii) 至於任何地庫層(如已興建)(不論是最低三層樓的其中一層或最低三層樓之上的一層地庫層)則用作非工業(不包括住宅、倉庫、酒店及加油站)用途。
- (c) 根據本批地文件特別條件第(21)及(22)條提供僅用作泊車、上落客貨車位或機房或兩者的任何樓層不得算作本特別條件(b)款所指的其中一層。署長就某一層是否僅用作本款的准許用途所作的決定為最終決定及對承批人有約束力。
- (d) 就本特別條件而言，署長就一層的定義及某一層是否構成地庫層所作的決定為最終決定及對承批人有約束力。」

## 9. 批地文件特別條件第(6)條規定：

「未經署長事先書面同意，不得移除或干擾該地段或毗連地段生長的樹木。署長在發出同意時可以對移植、代償性環境美化或再植施加其認為合適的條件。」

## 10. 批地文件特別條件第(7)條規定：

- 「(a) 承批人須自費向署長呈交一份園藝圖並取得署長批准，該園藝圖須顯示將於該地段進行的園景工程的位置、佈局及平面圖，以符合本特別條件(b)款的要求。
- (b) (i) 該地段不少於20%的面積須種植樹木、灌木或其他植物。
- (ii) 於署長自行酌情決定的位置或水平，在本特別條件(b)(i)款提及的20%面積當中提供不少於50%(以下簡稱「綠化地帶」)的面積，讓行人可以見到或進入該地段的人士可前往綠化地帶。
- (iii) 署長就哪些由承批人建議的園景工程構成本特別條件(b)(i)款所指的20%面積所作的決定為最終決定及對承批人有約束力。
- (iv) 署長可自行酌情接納承批人建議的其他非植物裝飾取代種植樹木、灌木或其他植物。
- (c) 承批人須自費按核准的園藝圖在該地段提供園景，在一切方面使署長滿意。未經署長事先書面批准，不能修訂、更改、改變、變更或替代核准園藝圖。
- (d) 承批人其後須自費保持及保養園藝工程，使其達至安全、清潔、井然、整齊及健康狀態，使署長滿意。
- (e) 根據本特別條件指定的園景區域須指定為並構成本批地文件特別條件第(18)(a)(v)條所指的公用地方一部分。」

## 11. 批地文件特別條件第(9)條規定：

- 「(a) 未經署長預先書面批准(署長可以根據他認為合適的條款及條件給予同意或自行酌情拒絕給予同意)，不能在本批地文件附錄的圖則上用粉紅色加藍斜線顯示該地段的該等部分(下文稱為「粉紅色加藍斜線範圍」)之上、上方、之下、上面、下面或之內種植任何樹木或灌木，亦不得搭建、建築或安置任何建築物或構築物或建築物或構築物的承托物(除了本特別條件(b)款界定的構築物)。
- (b) 承批人須：
- (i) 於2025年3月31日\*(或署長可批准的其他延長日期)或之前按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程，在一切方面使署長滿意：
- (i) 鋪設、構建及鋪建路面於粉紅色加藍斜線範圍；及
- (ii) 按署長自行酌情要求，提供及建造暗渠、行人路、污水渠、排水渠、總喉或其他指定建築物(下文統稱為「構築物」)
- 讓行人往來粉紅色加藍斜線範圍；及
- (\*\*根據九龍西區地政處發出的日期為2020年8月3日的函件，此日期修訂為2025年9月30日。)
- (ii) 自費管理及維護粉紅色加藍斜線範圍連同構築物，在一切方面使署長滿意，直至按本特別條件(f)款交還整個粉紅色加藍斜線範圍給政府管有。
- (c) 倘若承批人未能履行本特別條件(b)款所定的責任，政府可進行必要的工程，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於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (d) 承批人須在按本特別條件(f)款交還整個粉紅色加藍斜線範圍給政府之前准許署長、其官員、承辦商及其或彼等授權的任何人士帶上或不帶工具、設備、機器或車輛在一切合理時間內有權自由及不受限制地出入、經過及往返該地段或其任何部分，旨在視察、檢查及監管按本特別條件(b)款進行的任何工程並進行、視察、檢查及監管本特別條件(c)款下的工程及署長認為必要在粉紅色加藍斜線範圍進行的任何其他工程。
- (e) 政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士對承批人履行本特別條件(b)款規定承批人的責任或政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士行使本特別條件(c)款賦予的權利或其他所產生或附帶的承批人或任何人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且不能就上述任何損失、損害、滋擾或干擾向政府或署長或其官員、承辦商及其或彼等授權的任何人士要求補償或其他賠償。
- (f) 承批人須在署長如此要求時自費交還及移交粉紅色加藍斜線範圍或其中任何部分連同署長自行酌情指定的構築物的空置管有權給政府，不帶產權負擔且政府無須向承批人支付任何代價、付款或補償，但是政府沒有責任應承批人的要求接受交還粉紅色加藍斜線範圍或其中任何部分，而是在它認為合適的情況下接受。就此而言，承批人須按署長批准或要求的格式及條件自費簽訂交還契據及任何其他必要的文件。」

- (g) 承批人不能轉讓、按揭、抵押、贈與、轉租、放棄管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或其中任何權益或在其上的建築物或其中任何部分或訂立此類協議，除非及直至承批人已自費從該地段分割粉紅色加藍斜線範圍，使署長滿意，但是本(g)款不適用於按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭，亦不適用於本批地文件特別條件第(16)(b)條項下規定的承諾。在上述分割之前，承批人須自費提交分割文件給署長作書面審批。
- (h) 承批人不能轉讓、按揭、抵押、贈與、轉租、放棄管有或以其他方式處置或施加產權負擔於粉紅色加藍斜線範圍或其中任何部分或其權益或訂立此類協議，但是本(h)款不適用於按本特別條件(f)和(g)款的規定交還及分割粉紅色加藍斜線範圍和按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭，亦不適用於本批地文件特別條件第(16)(b)條項下規定的承諾。
- (i) 承批人不能將粉紅色加藍斜線範圍或其中任何部分用作供公眾步行或乘輪椅通過的公共行人通道或署長自行酌情批准的其他用途之外的任何用途。不准在粉紅色加藍斜線範圍或其中任何部分內存放貨物或停泊車輛。
- (j) 在完成本特別條件(b)(i)款提及的工程，使署長滿意之後，和按本特別條件(f)款交還整個粉紅色加藍斜線範圍給政府之前，承批人須准許一切公眾人士為了一切合法目的在白天或晚上毋須繳交任何性質的費用的情況下步行或乘輪椅自由經過及往返粉紅色加藍斜線範圍。
- (k) 政府對承批人履行本特別條件(j)款規定承批人的責任所產生或附帶的承批人或任何其他人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且承批人不能就上述任何損失、損害、滋擾或干擾向政府或署長或其授權的官員要求補償或其他賠償。
- (l) 特此明文同意、聲明及規定，對承批人施加本特別條件(j)款的責任並非是承批人擬奉獻，亦不是政府同意奉獻粉紅色加藍斜線範圍或其中任何部分給公眾享用道路權。
- (m) (i) 特此明文同意與聲明，本特別條件(j)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(1)條、其修訂及代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(1)條、其修訂及代替條文賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (ii) 特此又明文同意與聲明，本特別條件(f)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(2)條、其修訂或代替條文及其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(2)條、其修訂及代替條文賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (n) 承批人同意並接受在按本特別條件(f)款交還粉紅色加藍斜線範圍或其中任何部分後，因為該地段的面積減少或其他原因，在開發或重建該地段或其中任何部分時，他可能無法取得本批地文件特別條件第(8)(c)條和(8)(d)條規定的最大樓面面積。政府對此沒有責任和承批人不能對未能取得本批地文件特別條件第(8)(c)條和(8)(d)條規定的最大樓面面積向政府要求補償或退還地價或任何性質的付款。
- (o) 承批人須對承批人、其傭工、工人及承辦商履行或不履行本特別條件規定承批人的責任或有關粉紅色加藍斜線範圍所直接或間接產生或有關的一切責任，訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府，並確保其獲彌償保障。」

## 12. 批地文件特別條件第(10)條規定：

- 「(a) 承批人特此承認在本協議日期在本批地文件附錄的圖則上用粉紅色加黑斜線加黑點顯示該地段的該等部分(下文稱為「粉紅色加黑斜線加黑點範圍」)及本批地文件附錄的圖則上用粉紅色加黑點顯示該地段的該等部分(下文稱為「粉紅色加黑點範圍」)內有現存路徑(粉紅色加黑斜線加黑點範圍及粉紅色加黑點範圍在下文統稱為「現存路徑」)。
- (b) 除非及直至根據本批地文件特別條件第(3)(b)條將現存公共設施遷移、重鋪或改道出粉紅色加黑點範圍且承批人已經履行其於本批地文件特別條件第(10)(c)、(34)(c)及(35)(b)條下責任，在一切方面使署長滿意，則承批人應：
- (i) 准許政府及一切公眾人士為了一切合法目的在白天或晚上毋須繳交任何性質的費用的情況下步行或乘輪椅自由經過及往返現存路徑及應確保相關通行及通道不受開展本特別條件(c)款項下工程或其他干擾或阻礙；及
- (ii) 自費管理及維護現存路徑，在一切方面使署長滿意。
- (c) 承批人於2025年3月31日\*\*(或署長可批准的其他延長日期)或之前按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程，在一切方面使署長滿意：
- (i) 鋪設、構建及鋪建路面於本批地文件附錄的圖則上用粉紅色加黑斜線顯示該地段的該等部分及粉紅色加黑斜線加黑點範圍(下文統稱為「分流路徑」)；及
- (ii) 提供及修建明渠、污水渠、排水渠、總喉、消防龍頭連同接駁至總喉的喉管、街燈、交通標誌、街道設施、道路標記、腳踏、樓梯、斜坡及署長可自行酌情要求的其他構築物(下文統稱為「路徑設施」)；
- 讓行人往來分流路徑。
- (\*\*根據九龍西區地政處發出的日期為2020年8月3日的函件，此日期修訂為2025年9月30日。)
- (d) 承批人應自費管理及維護分流路徑連同路徑設施，在一切方面使署長滿意，直至按本特別條件(n)款交還整個分流路徑給政府管有。
- (e) 在完成本特別條件(c)款提及的工程，使署長滿意之後，和按本特別條件(n)款交還整個分流路徑給政府之前，承批人須准許一切公眾人士為了一切合法目的在白天或晚上毋須繳交任何性質的費用的情況下步行或乘輪椅自由經過及往返分流路徑。
- (f) 不能在分流路徑之上、上方、之下、上面、下面或之內種植任何樹木或灌木，亦不得搭建、建築或安置任何建築物或構築物或建築物或構築物的承托物(路徑設施除外)。
- (g) 倘若承批人未能履行本特別條件(b)、(c)或(d)款所定的責任，政府可進行必要的工程，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於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。



- (h) (i) 承批人須在按本特別條件(n)款交還整個分流路徑給政府之前准許署長、其官員、承辦商及其或彼等授權的任何人士帶上或不帶工具、設備、機器或車輛在一切合理時間內有權自由及不受限制地出入、經過及往返該地段或其任何部分，旨在：
- (i) 視察、檢查及監管按本特別條件(b)、(c)及(d)款進行的任何工程；
  - (ii) 進行、視察、檢查及監管本特別條件(g)款下的工程；及
  - (iii) 鋪設、安裝、改道、遷移、視察、修理和維護分流路徑及現存路徑或之上、上面或之下的部分服務(定義見下文本批地文件特別條件第(32)條)及在分流路徑及現存路徑之上、上方、之下、上面、下面或之內進行署長可能認為必要的任何其他工程。
- (ii) 承批人須在按本特別條件(n)款交還整個分流路徑給政府之前准許就此等條件而言獲政府授權的公用事業單位、彼等各自的官員、承辦商及代理商以及其或彼等授權的任何人士帶上或不帶工具、設備、機器在一切合理時間內有權自由及不受限制地出入、經過及往返分流路徑，旨在檢查、鋪設、安裝、改道、遷移、視察、維修及維護彼等位於分流路徑或之上、上面或之下的排水渠、水路、水道、總喉、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置。
- 為免存疑，根據本特別條件(h)(i)及(h)(ii)款保留的與粉紅色加黑點範圍有關的權利在承批人履行本特別條件(c)款下的責任，在一切方面令署長滿意後終止。
- (i) 政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士對承批人履行本特別條件(c)款規定承批人的責任或政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士行使本特別條件(g)款賦予的權利或其他所產生或附帶的承批人或任何人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且不能對上述任何損失、損害、滋擾或干擾向政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士要求補償或其他賠償。
- (j) 政府對承批人履行本特別條件(e)款規定承批人的責任所產生或附帶的承批人或任何其他人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且承批人不能對上述任何損失、損害、滋擾或干擾向政府或署長或其授權的官員要求補償或其他賠償。
- (k) 特此明文同意、聲明及規定，對承批人施加本特別條件(e)款的責任並非是承批人擬奉獻，亦不是政府同意奉獻現存路徑、分流路徑或其中任何部分給公眾享用道路權。
- (l) 為免存疑，
- (i) 在承批人履行本特別條件(c)款下的責任，在一切方面令署長滿意之前，現存路徑不得用作一切公眾人士根據本特別條件(b)(i)款自由地經過及往返用途之外的任何其他用途；及
  - (ii) 此後，分流路徑不得用作一切公眾人士根據本特別條件(e)款自由地經過及往返用途之外的任何其他用途。
- (m) (i) 特此明文同意與聲明，本特別條件(b)及(e)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(1)條、其修訂及代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(1)條、其修訂及代替條文賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (ii) 特此又明文同意與聲明，本特別條件(n)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(2)條、其修訂及代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(2)條、其修訂及代替條文賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (n) 承批人須在署長如此要求時自費交還及移交分流路徑連同署長自行酌情指定的路徑設施的空置管有權給政府，不帶產權負擔且政府無須向承批人支付任何代價、付款或補償，但是政府沒有責任應承批人的要求接受交還分流路徑，而是在它認為合適的情況下接受。就此而言，承批人須按署長批准或要求的格式及條件自費簽訂交還契據及任何其他必要的文件。
- (o) 承批人不能轉讓、按揭、抵押、贈與、分租、放棄管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或於其中享有的任何權益或在其上的建築物或其中任何部分或訂立此類協議，除非及直至承批人已自費從該地段分割分流路徑，使署長滿意，但是本(o)款不適用於按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭或按本批地文件特別條件第(16)(b)條規定的承諾。在該等分割前，承批人須自費提交分割文件給署長作書面審批。
- (p) 承批人不得轉讓、按揭、抵押、贈與、分租、放棄管有或以其他方式處置或施加負擔於分流路徑或其中任何部分或於其中享有的任何權益或訂立此類協議，但本(p)款不適用於分別按本特別條件(n)款及(o)款交還及分割分流路徑及按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭或按本批地文件特別條件第(16)(b)條規定的承諾。
- (q) 承批人同意並接受在按本特別條件(n)款交還分流路徑或其中任何部分後，因為該地段的面積減少或其他原因，在開發或重建該地段或其中部分時，他可能無法取得本批地文件特別條件第(8)(c)條及(8)(d)條規定的最大樓面面積。倘未能取得本批地文件特別條件第(8)(c)條及(8)(d)條規定的最大樓面面積，政府不承擔任何法律責任且承批人不得向政府要求補償或退還地價或任何性質的付款。
- (r) 承批人須對承批人、其傭工、工人及承辦商履行或不履行本特別條件規定承批人的責任或有關現存路徑及分流路徑所直接或間接產生或有關的一切責任以及任何性質的訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府，並確保其獲彌償保障。」



## 13. 批地文件特別條件第(12)條規定：

- 「(a) 經署長書面批准，承批人可在該地段內搭建、建造及提供康樂設施及其輔助設施(下文稱為「設施」)。設施的類型、面積、設計、高度及佈局亦須經署長的預先書面批准。
- (b) 在計算本批地文件特別條件第(8)(c)條及(8)(d)條規定的總樓面面積時，在受限於本批地文件特別條件第(41)(d)條規定下，按本特別條件(a)款在該地段內提供的設施之任何部分，只要是供在該地段已建或擬建的住宅大廈的所有住戶和彼等的真正訪客共同使用與享用就不列入上述計算。若署長認為該設施的餘下部分不屬於上述使用，則應列入計算。
- (c) 倘若設施任何部分按本特別條件(b)款被豁免列入計算總樓面面積(下文稱為「豁免設施」)：
- (i) 豁免設施須指定為並構成成本批地文件特別條件第(18)(a)(v)條提及的公用地方；
- (ii) 承批人須自費保養豁免設施處於修繕妥當的狀態並操作豁免設施，使署長滿意；及
- (iii) 豁免設施僅供該地段內已建或擬建的住宅大廈的住戶和彼等的真正訪客使用，不供其他人士使用。」

## 14. 批地文件特別條件第(21)條規定：

- 「(a) (i) (除非署長同意按不同於下列表格的住宅停車位比率或數目計算)，否則必須按以下表格列明該地段已建或擬建的住宅單位各自面積計算的比率在該地段提供停車位以供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌，屬於該地段上已建或擬建建築物的住宅單位住客及彼等的真正來賓、訪客或被邀請使用者的車輛(下文稱為「住宅停車位」)，使署長滿意：

每個住宅單位的面積	擬提供的住宅停車位數目
少於40平方米	每33.3個住宅單位或其中部分一個停車位
不少於40平方米，但少於70平方米	每19個住宅單位或其中部分一個停車位
不少於70平方米，但少於100平方米	每6.3個住宅單位或其中部分一個停車位
不少於100平方米，但少於130平方米	每2.4個住宅單位或其中部分一個停車位
不少於130平方米，但少於160平方米	每1.8個住宅單位或其中部分一個停車位
不少於160平方米	每1.4個住宅單位或其中部分一個停車位

- (ii) 就本特別條件(a)(i)款而言，擬提供的住宅停車位總數應是根據本特別條件(a)(i)款的表格列明每個住宅單位的面積計算各個住宅停車位數目的總數。就此等條件而言，「每個住宅單位面積」一詞在總樓面面積方面指以下(i)及(ii)的總數：
- (i) 該單位住戶獨家使用與享用的住宅單位總樓面面積，須從該單位的圍牆或護牆外面測量，除了分隔2個連接單位的圍牆，在該種情況下，須從該等牆壁的中心點測量並包括該單位內的內部分隔牆及支柱，但是為免存疑，不包括該單位內沒有列入計算本批地文件特別條件第(8)(c)條及(8)(d)條規定的總樓面面積的所有樓面面積；及
- (ii) 與每個住宅單位成比例的住宅公用地方(按下文界定)的總樓面面積，在計算該面積時，在住宅單位圍牆外面供該地段已建或擬建發展項目的住宅部分的所有住戶共同使用與享用的住宅公用地方的總樓面面積，為免存疑，不包括按本批地文件特別條件第(8)(c)條及(8)(d)條沒有列入計算指定的有關總樓面面積的所有樓面面積(該住宅公用地方下文稱為「住宅公用地方」)，在計算時須按下列公式分攤給住宅單位：

$$\text{住宅公用地方的總樓面面積} \times \frac{\text{按本特別條件(a)(i)(i)款計算的有關住宅單位的總樓面面積}}{\text{按本特別條件(a)(i)(i)款計算所有住宅單位的總樓面面積}}$$

- (iii) 該地段已建或擬建提供超過75個住宅單位的每幢住宅單位大廈須按每幢住宅單位大廈1個停車位之比率或署長可批准的相關其他比率在該地段提供額外的停車位以供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌，屬於該地段上已建或擬建建築物的住宅單位之住戶的真正來賓、訪客或被邀請使用者的車輛，惟在該地段內至少提供2個該等停車位。
- (iv) 按本特別條件(a)(i)和(a)(iii)款(可能會按本批地文件特別條件第(23)條作出調整)提供的停車位不得用作該等款內指定以外的任何用途，及特別是上述停車位不得用作汽車存放、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。
- (b) (i) 在該地段上其他作非工業用途(不包括私人住宅、倉庫、酒店及加油站)的總樓面面積的每300平方米提供1個停車位或署長可批准的其他相關數目停車位，供在該地段已建或擬建用作或擬用作非工業用途(不包括私人住宅、倉庫、酒店及加油站)的建築物或其中部分停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的車輛，使署長滿意。
- (ii) 在計算按本特別條件(b)(i)款提供的停車位數目時，不包括擬用作泊車、裝卸用途的任何樓面面積。
- (iii) 按本特別條件(b)(i)款提供的停車位不得用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌，屬於該地段上已建或擬建作該款指定用途的建築物之佔用人及彼等的真正來賓、訪客或被邀請使用者的車輛以外的任何用途，及特別是上述停車位不得用作汽車儲存、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。

- (c) (i) 按本特別條件(a)款(可能會按本批地文件特別條件第(23)條作出調整)及(b)款提供的停車位中, 承批人須按建築事務監督要求及批准保留與指定停車位數目, 供《道路交通條例》、其下的規例及任何修訂法例界定的傷殘人士停泊車輛(下文稱為「傷殘人士停車位」), 但是必須在按本特別條件(a)(iii)款提供的停車位中保留與指定至少1個停車位, 承批人不能保留或指定按本特別條件(a)(iii)款提供的全部停車位作為傷殘人士停車位。
- (ii) 傷殘人士停車位不得用作《道路交通條例》、其下的規例及任何修訂法例界定的傷殘人士停泊屬於該地段上已建或擬建的建築物之住戶或佔用人和其他人的真正來賓、訪客或被邀請使用者的車輛以外的任何用途, 及特別是上述停車位不得用作汽車存放、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。
- (d) (i) 須在該地段內提供署長可批准的兩個或其他數目的停車位, 供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌且屬於該地段上已建或擬建的建築物中住宅單位的住戶及其真正來賓、訪客或被邀請使用者的電單車(下文稱為「住宅電單車停車位」), 使署長滿意。
- (ii) 住宅電單車停車位不得用作除本特別條件(d)(i)款所載之用途, 及特別是上述停車位不得用作車輛存放、陳列或展示以作車輛出售或其他用途或提供車輛清潔及美容服務。
- (e) (i) 除傷殘人士停車位外, 按本特別條件(a)款(可能會按本批地文件特別條件第(23)條作出調整)及(b)款提供的每個停車位的面積必須為2.5米闊及5.0米長, 最低淨空高度為2.4米。
- (ii) 按建築事務監督要求及批准傷殘人士停車位的面積。
- (iii) 每個住宅電單車停車位的面積必須為1.0米闊及2.4米長, 最低淨空高度為2.4米或署長可批准的其他至少高度。」

### 15. 批地文件特別條件第(22)條規定：

- 「(a) 必須按下列比率在該地段內提供車位供貨車裝卸, 使署長滿意：
- (i) 該地段已建或擬建的建築物每800住宅單位或其中部分提供1個裝卸貨車位或按署長可批准的其他比率提供, 惟在該地段已建或擬建每幢住宅單位大廈至少提供1個裝卸貨車位, 該裝卸貨車位須設在每幢住宅單位大廈旁邊或之內；
- (ii) 在該地段上已建或擬建作辦公室用途的建築物的總樓面面積中每3,000平方米或其中部分提供1個裝卸貨車位；及
- (iii) 在該地段上已建或擬建作非工業用途(不包括住宅、辦公室、酒店、倉庫及加油站)的建築物的總樓面面積的每1,200平方米或其中部分配置1個裝卸貨車位。
- (b) 按本特別條件(a)款提供的每個裝卸貨車位面積必須為3.5米闊及7.0米長, 最低淨空高度為3.6米。該裝卸貨車位不能用作其提述的建築物有關的貨車裝卸以外的任何用途。
- (c) 在計算按本特別條件(a)(ii)及(a)(iii)款提供的停車位數目時, 不包括用作泊車、裝卸用途的任何樓面面積。」

### 16. 批地文件特別條件第(25)條規定：

- 「(a) 住宅停車位及住宅電單車停車位不能：
- (i) 轉讓, 除非
- (i) 連同賦予專屬權使用與管有該地段已建或擬建的一座或多座建築物之一個或多個住宅單位的不分割份數一併轉讓；或
- (ii) 承讓人現時已擁有具專屬權使用與管有該地段已建或擬建的一座或多座建築物之一個或多個住宅單位的不分割份數；或
- (ii) 分租(租予該地段已建或擬建的一座或多座建築物內之住宅單位的住客除外)。
- 於任何情況下, 不可轉讓多過總共三個住宅停車位及住宅電單車停車位予該地段已建或擬建的一座或多座建築物內之任何一個住宅單位的業主或分租予任何一個住宅單位的住客。
- (b) 即使本特別條件(a)款規定, 經署長的預先書面同意, 承批人可以轉讓整個所有住宅停車位及住宅電單車停車位僅給承批人全資擁有的附屬公司。
- (c) 本特別條件(a)款不適用於轉讓、分租、按揭或抵押整個地段。」

### 17. 批地文件特別條件第(26)條規定：

「該地段內根據本批地文件特別條件第(21)(a)(iii)條(可按本批地文件特別條件第(23)條作出調整)及第(22)條提供的停車位及傷殘人士停車位應被指定為並構成公用地方的一部分。」

### 18. 批地文件特別條件第(27)條規定：

「經署長批准根據批地文件特別條件第(21)條(可按本批地文件特別條件第(23)條作出調整)及第(22)條列明提供於該地段內所有泊車、裝卸貨車位的佈局的圖則, 或由認可人士(按《建築物條例》、其下的任何規例及任何修訂法例界定)核證的該圖則副本須遞交署長備存。任何影響該地段或其任何部分或任何已建或擬建在該地段的建築物或其任何部分的交易(除本批地文件特別條件第(16)(a)(iii)條規定的租賃合約或租契或相關租賃合約或租契的協議及本批地文件特別條件第(16)(a)(iv)條規定的建築按揭或署長可批准的其他相關交易), 均不得在該等備存前訂立。上述經批准圖則上列明的泊車、裝卸貨車位不得用於本批地文件特別條件第(21)及(22)條分別所載之外的用途。根據上述經批准圖則, 承批人應對泊車、裝卸貨車位及其他停車位(包括但不限於升降機、等候處, 與操作及通道地方)進行維修, 且除非事先得到署長的書面同意, 否則不得更改佈局。除上述經批准圖則列明的停車位外, 該地段任何部分或其上的任何建築物或構築物不得用作泊車用途。」

### 19. 批地文件特別條件第(28)條規定：

「未經署長預先書面批准, 承批人不能切割、移走或退縮該地段毗鄰或毗連的政府土地或在任何政府土地上進行任何類型的堆積、堆填或任何斜坡處理工程, 署長可以自行酌情給予同意, 施加他認為合適的條款及條件, 包括按他可決定的地價授予額外的政府土地作為該地段的延伸段。」



### 20. 批地文件特別條件第(29)條規定：

- 「(a) 如果任何土地需要或已經被分割、排除或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長預先書面同意，亦不論是在該地段內或任何政府土地內，旨在構建、平整或開發該地段或其中任何部分或承批人按此等條件需要進行的任何其他工程或作任何其他用途，承批人須自費進行與修建該等斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或今後成為必要的其他工程，以便保護與支撐該地段和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。承批人須在批地文件授予的租期期間自費保養該土地、斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或其他工程處於修繕妥當的狀態，使署長滿意。
- (b) 本特別條件(a)款不能影響此等條件(特別是本批地文件特別條件第(28)條)下的政府權利。
- (c) 倘若因為任何構建、平整、開發或承批人進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地，承批人須自費進行修復並彌補，使署長滿意，並對因上述塌方、山泥傾瀉或地陷令政府、其代理人及承辦商承受、遭受或產生的一切費用、收費、損害賠償、要求及索償作出彌償。
- (d) 除了批地文件規定對違反此等條件的任何其他權利或濟助外，署長有權發出書面通知要求承批人進行、修建及保養該土地、斜坡處理工程、護土牆或其他支撐物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承批人不理會或未能在通知指定的時期內執行該通知要求，使署長滿意，署長可立即執行與進行任何必要工程。承批人須在要求時歸還政府因此產生的費用連同任何行政費及專業費用及開支。」

### 21. 批地文件特別條件第(30)條規定：

「未經署長事先書面批准，不得在該地段使用碎石機。」

### 22. 批地文件特別條件第(31)條規定：

- 「(a) 倘若從該地段或開發該地段所影響的其他範圍腐蝕、沖洗或棄置泥土、廢土、廢料、建築廢料或建材(下文稱為「廢料」)到公共行人徑、道路或路渠、前濱、海床、污水渠、雨水渠、排水渠或溝渠或其他政府物業(下文稱為「政府物業」)，承批人須自費清理該等廢料並修復對政府物業造成的損壞。承批人須對上述腐蝕、沖洗或棄置造成私人物業的任何損壞或滋擾及引致的一切訴訟、索償及要求對政府作出彌償。
- (b) 即使本特別條件(a)款規定，署長可以(但沒有責任)應承批人要求清理上述廢料和修復對政府物業造成的損壞。承批人須在要求時向政府支付因此產生的費用。」

### 23. 批地文件特別條件第(32)條規定：

「承批人須在任何時候，特別是在任何建築、保養、翻新或維修工程(下文稱為「工程」)期間，採取或促使他人採取一切適當及充分的關注、技巧及預防措施，避免對該地段或其中任何部分之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(下文統稱為「服務」)造成任何損壞、干擾或阻塞。承批人在進行上述任何工程之前須進行或促使他人進行適當的勘測及必要的了解，確定任何服務的現況及程度，並提交處理可能受上述工程影響的任何服務一切方面的書面建議給署長，供他審批，但必須在取得署長對工程及建議作出的書面批准後才能進行該等工程。承批人須履行署長於批出上述審批時對服務施加的任何要求和承擔符合該等要求支出的費用，包括任何所需的改道、重鋪或修復的費用。承批人必須自費在一切方面維修、彌補及修復進行上述工程對該地段或該等服務以任何方式造成的任何損壞、干擾或阻塞(除了明渠、污水渠、雨水渠或總水喉須由署長負責修復，除非他另作選擇，承批人須在要求時向政府支付該等工程的費用)，使署長滿意。如果承批人未能對該地段或該等服務進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，承批人須在要求時向政府支付該等工程的費用。」

### 24. 批地文件特別條件第(33)條規定：

- 「(a) 承批人須自費建造與保養該地段邊界內或署長認為必要的政府土地內的排水渠及渠道，使署長滿意，以便截斷與引導該地段的一切暴雨或雨水到最近的河道、集水井、渠道或政府雨水渠。承批人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。
- (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建及試用)的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對承批人負責。承批人須在要求時向政府支付上述連接工程的費用。或者，該等連接工程可以按署長滿意的方式由承批人自費進行。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由承批人自費保養，直至要求時由承批人移交給政府，由政府出資負責今後的保養。承批人須在要求時向政府支付有關上述連接工程的技術檢查之費用。若承批人未能保養上述在政府土地內修建連接工程的任何一段，署長可進行該等保養工程，承批人須在要求時向政府支付該等工程的費用。」

### 25. 批地文件特別條件第(34)條規定：

- 「(a) 承批人特此承認在本協議之日在該地段上存在污水管、其定線於隨附圖則中以藍線顯示及標記(下文稱為「現有污水管」)。在不影響本批地文件一般條件第2、3和4條的一般性的原則下，承批人應被視作已信納和接受該地段於本協議之日的狀況及狀態，且受存在現有污水管所限，以及承批人不得就此或對此作出或提出任何性質的異議或索償。倘因現有污水管令承批人遭受或蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何義務或責任。在本特別條件(c)款的規限下，承批人不得干擾、阻塞、移除或遷移或者允許或被干擾阻塞、移除或遷移現有污水管。」



- (b) 承批人須自費在一切方面營運及保養現有污水管，直至現有污水管在本特別條件(c)款的規定下改造，使署長滿意。
- (c) 在不影響本批地文件特別條件第(32)及(33)條的原則下，在該地段上的任何建築工程動工前(除土地勘測、拆遷工程及地盤平整工程外)，承批人須自費按署長可批准或要求的位置、材料、標準、規格及設計為現有污水管進行改造工程(下文稱為「排水渠改造工程」)，在一切方面使署長滿意，並按照署長根據本特別條件(d)款批准的建議，在一切方面良好且熟練地完成排水渠改造工程，使署長滿意。政府對因存在現有污水管和開展排水渠改造工程或其他原因導致承批人遭受或蒙受任何損失、損害、滋擾或干擾，毋須承擔任何責任或義務。承批人不能對任何損失、損害、滋擾或干擾向政府要求任何索償。
- (d) 在開始排水渠改造工程前，承批人須自費向署長提交排水渠改造工程建議，供他書面審批，及在一切方面使署長滿意，但必須在取得署長對該建議作出的書面批准後才能進行排水渠改造工程。
- (e) 在完成排水渠改造工程後，承批人須自費操作和保養污水管、排水渠、集水井、有蓋暗渠或沙井及作為排水渠改造工程一部分而搭建或建造的其他架構物(下文統稱為「改造污水管」)，使之處於良好狀況，在一切方面使署長滿意，直至承批人根據本特別條件(f)和(g)款移交改造污水管為止。
- (f) 在本特別條件(g)款的規限下，改造污水管須在政府要求時由承批人免費移交予政府，且在任何情況下，於署長致函予承批人當日，說明承批人已以其滿意的方式遵從此等條件，即視作承批人已免費移交改造污水管予政府。
- (g) 倘若改造污水管或其部分位於粉紅色加藍斜線範圍和分流路徑內，則在分別根據本批地文件特別條件第(9)(f)和(10)(n)條交還粉紅色加藍斜線範圍和分流路徑後，即視作承批人已免費移交改造污水管予政府。
- (h) 倘若承批人未能履行本特別條件(b)、(c)及(e)款所定的責任，政府可進行必要的工程，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於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (i) 承批人須始終准許政府、署長、彼等官員、承辦商、代理人、工人及署長授權的任何人士帶上或不帶工具、設備、機械、機器或車輛有權自由及不受限制地出入、經過及往返該地段或其中任何部分，旨在進行、視察、檢查及監管排水渠改造工程及按本特別條件(h)款進行的工程。
- (j) 政府、署長、彼等官員、承辦商、代理人、工人及根據本特別條件(i)款授權的任何人士，對政府、署長、彼等官員、承辦商、代理人、工人及根據本特別條件(i)款正式授權的任何人士行使權利所導致或附帶造成承批人或任何人士遭受或蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人不能對任何損失、損害、滋擾或干擾向政府、署長、彼等官員、承辦商、代理人、工人及根據本特別條件(i)款授權的任何人士要求索償。
- (k) 承批人須對進行排水渠改造工程或者搭建、建造、存在、維修或保養改造污水管或本特別條件(h)款規定的工程直接或間接產生或有關的一切責任、損失、損害、索償、開支、費用、收費、索求、訴訟及司法程序始終向政府作出彌償，並確保其獲彌償保障。」

### 26. 批地文件特別條件第(35)條規定：

- 「(a) 承批人特此承認在本協議之日在該地段上存在總喉、其定線於隨附圖則中以紅線顯示及標記(下文稱為「現有總喉」)。在不影響本批地文件一般條件第2、3和4條條文的一般適用範圍下，承批人應被視作已信納和接受該地段於本協議之日的現況及狀態，且受存在現有總喉所限，以及承批人不得就此或對此作出或提出任何性質的異議或索償。政府對因現有總喉的存在導致承批人遭受或蒙受的任何損失、損害、滋擾或干擾，毋須承擔任何責任或義務。在本特別條件(b)款的規限下，承批人不得干擾、阻塞、拆除或遷移或者允許或容許干擾、阻塞、拆除或遷移現有總喉。
- (b) 在不影響本批地文件特別條件第(32)條條文的原則下，於在該地段開始任何建築工程(土地勘測、拆遷工程及地盤平整工程除外)前，承批人須按署長批准或要求的位置、材料、標準、規格和設計，自費對或就現有總喉進行改造工程(下文稱為「總喉改造工程」)，在一切方面使署長滿意，並根據署長按本特別條件(c)款批准的建議，以良好和熟練方式完成總喉改造工程，在一切方面使署長滿意。政府對因現有總喉的存在和總喉改造工程的進行或其他原因導致承批人遭受或蒙受任何損失、損害、滋擾或干擾，毋須承擔任何責任或義務。承批人不能對任何有關損失、損害、滋擾或干擾向政府要求索償。
- (c) 在開始總喉改造工程前，承批人須自費向署長提交總喉改造工程建議，供他書面審批，及在一切方面使署長滿意，但必須在取得署長對該建議作出的書面批准後才能進行總喉改造工程。
- (d) 在完成總喉改造工程後，承批人須自費保養總喉、集水井、有蓋暗渠或沙井及作為總喉改造工程一部分而搭建或建造的其他架構物(下文統稱為「改造總喉」)，使之處於良好狀況，在一切方面使署長滿意，直至承批人根據本特別條件(e)和(f)款移交改造總喉為止。
- (e) 在本特別條件(f)款的規限下，改造總喉須在政府要求時由承批人免費移交予政府，且在任何情況下，於署長致函予承批人當日，說明承批人已以其滿意的方式遵從此等條件，即視作承批人已免費移交改造總喉予政府。
- (f) 倘若改造總喉或其部分位於粉紅色加藍斜線範圍和分流路徑內，則在分別根據本批地文件特別條件第(9)(f)和(10)(n)條交還粉紅色加藍斜線範圍和分流路徑後，即視作承批人已免費移交改造總喉予政府。
- (g) 倘若承批人未能履行本特別條件(b)及(d)款所定的責任，政府可進行必要的工程，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於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (h) 承批人須始終准許政府、署長及其官員、承辦商、代理人、工人及署長授權的任何人士帶上或不帶工具、設備、機械、機器或車輛有權自由及不受限制地出入、經過及往返該地段或其中任何部分，旨在：
  - (i) 於在完成總喉改造工程前，視察、操作、保養及修理現有總喉；及
  - (ii) 進行、視察、檢查及監管總喉改造工程及按本特別條件(g)款進行的工程。

- (i) 政府、署長及其官員、承辦商、代理人、工人及根據本特別條件(h)款授權的任何人士，對政府、署長及其官員、承辦商、代理人、工人及根據本特別條件(h)款正式授權的任何人士行使權利所導致或附帶造成承批人或任何人士遭受或蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人不能對任何有關損失、損害、滋擾或干擾向政府、署長及其官員、承辦商、代理人、工人及根據本特別條件(h)款授權的任何人士要求索償。
- (j) 承批人須對進行總喉改道工程或者搭建、建造、存在、維修或保養改道總喉或本特別條件(g)款規定的工程直接或間接產生或有關的一切責任、損失、損害、索償、開支、費用、收費、索求、訴訟及司法程序始終向政府作出彌償，並確保其獲彌償保障。」

#### 27. 批地文件特別條件第(36)條規定：

- 「(a) 承批人特此承認在本協議之日在該地段上存在燈柱、其定線於隨附圖則中以「BF0899」顯示及標記(下文稱為「現有燈柱」)。
- (b) 於在該地段開始任何建築工程(土地勘測、拆遷工程及地盤平整工程除外)前，承批人須自費對或就現有燈柱進行拆卸工程(下文稱為「現有燈柱拆卸工程」)，在一切方面使署長滿意，並以良好和熟練方式完成現有燈柱拆卸工程，在一切方面使署長滿意。
- (c) 承批人須始終准許政府、署長及其官員、承辦商、代理人、工人及署長授權的任何人士帶上或不帶工具、設備、機械、機器或車輛有權自由及不受限制地出入、經過及往返該地段或其中任何部分，旨在：
  - (i) 在完成現有燈柱拆卸工程前，視察、操作、保養及修理現有燈柱；及
  - (ii) 視察、檢查及監管現有燈柱拆卸工程。」

#### 28. 批地文件特別條件第(37)條規定：

- 「(a) 承批人須在本協議之日起的六個曆月(或署長可批准的其他期限)內自費提交或安排他人提交一份排污影響評估(下文稱為「排污影響評估」)給環境保護署署長(下文稱為「環保署署長」)作書面審批，在一切方面使環保署署長滿意。該評估除了其他事項外，還須載有環保署署長可要求的資料及詳情，包括但不限於開發該地段可能產生的一切不利的排污影響和實施緩解措施、改善工程及其他措施及工程的建議。
- (b) 承批人須在環保署署長指定的期限內自費實施環保署署長批准的排污影響評估的建議，在一切方面使環保署署長滿意。
- (c) 排污影響評估的技術方面應由具有土木工程資格的香港工程師學會的成員以行業專家或執業土木工程師進行。
- (d) 在環保署署長沒有書面批准排污影響評估之前，不能在該地段或其中任何部分展開建築工程(拆遷工程、土地勘測及地盤平整工程除外)。
- (e) 為免存疑和在不影響本批地文件一般條件第2、3和4條的一般適用範圍下，承批人特此明文承認及同意他須獨自負責自費實施環保署署長批准的排污影響評估的建議，在一切方面使環保署署長滿意。政府及其官員對承批人履行本特別條件或其他條件下的責任所產生或附帶造成承批人遭受或蒙受任何費用、損害或損失，毋須向承批人承擔任何責任、義務或法律責任。承批人不能對任何有關費用、損害或損失向政府或其官員要求索償。」

#### 29. 批地文件特別條件第(38)條規定：

- 「(a) 承批人須在本協議之日起的六個曆月(或署長可批准的其他期限)內自費提交或安排他人提交一份開發該地段的噪音影響評估(下文稱為「噪音影響評估」)給署長作書面審批，在一切方面使署長滿意。該評估除了其他事項外，還須載有署長可要求的資料，包括但不限於開發該地段可能產生的一切不利的噪音影響和採取適當的噪音緩解措施(下文稱為「噪音緩解措施」)的建議。
- (b) 承批人須在署長指定的期限內自費進行與實施噪音影響評估建議並經署長批准的噪音緩解措施(下文稱為「經批准噪音緩解措施」)，在一切方面使署長滿意。
- (c) 在署長沒有書面批准噪音影響評估之前，不能在該地段或其中任何部分展開建築工程(拆遷工程、土地勘測及地盤平整工程除外)。
- (d) 為免存疑和在不影響本批地文件一般條件第2、3和4條的一般適用範圍下，承批人特此明文承認及同意他須獨自負責自費實施經批准噪音緩解措施，在一切方面使署長滿意。政府及其官員對承批人履行本特別條件或其他條件下的責任所產生或附帶造成承批人遭受或蒙受任何費用、損害或損失，毋須向承批人承擔任何責任、義務或法律責任。承批人不能對任何有關費用、損害或損失向政府或其官員要求索償。」

#### 30. 批地文件特別條件第(39)條規定：

- 「倘若經批准噪音緩解措施包括在該地段上搭建或建造伸展超出該地段的邊界和在毗鄰政府土地任何部分之上及上方的隔音屏障(下文稱為「隔音屏障」)，下列條件適用：
  - (a) 承批人須按建築事務監督批准的圖則自費設計、搭建及建造隔音屏障，在一切方面符合《建築物條例》、據此制定的任何法例及任何修訂條例；
  - (b) 不能在該地段毗鄰的任何政府土地之上、上方或之下搭建噪音屏障的地基或承建物；
  - (c) 未經署長的預先書面批准，不能在隔音屏障或其中任何部分之處或之上作出或固定任何更改、增建、更換或連接；
  - (d) 承批人須在任何時候自費維護、保養及維修隔音屏障或(如果署長批准)其進行更換，使之保持修葺良好堅固狀態，在一切方面使署長滿意。如果按本(d)款進行任何工程需要臨時封閉交通或改道，必須在取得運輸署署長對臨時交通安排的書面同意後才能展開任何工程；
  - (e) 隔音屏障只能用作隔音屏障之用途。未經署長的預先書面同意，承批人不能使用或容許或允許他人使用隔音屏障或其中任何部分張貼廣告或展示任何標誌、通告或海報；
  - (f) 經署長的預先書面批准，承批人、其承辦商、工人或承批人授權的任何其他人士可帶上或不帶工具、設備、機械、機器或車輛進入該地段毗鄰的政府土地，旨在按本特別條件進行搭建、建造、視察、維修、保養、清潔、翻新及更換伸展到政府土地上的隔音屏障之部分；
  - (g) 政府對其進入或進行本特別條件(f)款提及的工程所產生或附帶造成承批人或任何其他人士遭受或蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任或義務。承批人不能對任何有關損失、損害、滋擾或干擾向政府要求索償；



- (h) 承批人須在任何時候採取必要的預防措施，防止因為搭建、建造、維修、保養、更改、翻新、更換、使用、拆除或移動隔音屏障，對該地段毗鄰的政府土地和隔音屏障或進入或使用該地段毗鄰的政府土地和隔音屏障的任何人士或車輛造成任何損害或損傷；
- (i) 署長有權在任何時候自行酌情向承批人發出一封書面通知，要求承批人在收到該書面通知後，在通知日起的六個曆月內拆除與移走伸展到政府土地上面的隔音屏障部分，不能作出任何更換。承批人須在上述書面通知指定的期間內自費拆除與移走上述隔音屏障部分，在一切方面使署長滿意；
- (j) 倘若承批人未能履行本特別條件所定的責任，署長可進行必要的工程。承批人須在接獲要求時向署長支付相等於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (k) 承批人須始終准許署長、其官員、承辦商、代理人、工人及署長授權的任何其他人士在據此同意給予的期限內帶上或不帶工具、設備、機械、機器或車輛有權免費、自由及不受限制出入、經過及往返該地段或其中任何部分及在其上已建或擬建的任何建築物，旨在視察、檢查及監管按本特別條件(a)、(d)及(i)款進行的任何工程，以及進行本特別條件(j)款規定的任何工程或署長認為必要的任何其他工程；
- (l) 政府或署長對承批人履行在本特別條件下的責任、署長行使本特別條件(k)款的進入權或進行本特別條件(j)款規定的任何工程所產生或附帶造成承批人或任何其他人士遭受或蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人無權就有關損失、損害、滋擾或干擾向政府或署長或其授權的官員要求索償或要求補償；及
- (m) 承批人須對搭建、建造、存在、維修、保養、更改、翻新、更換、使用、拆除或移走隔音屏障或進行本特別條件(j)款規定的工程直接或間接造成或有關的一切責任、損失、損害、索償、費用、開支、收費、索求、訴訟或其他司法程序，始終向政府、署長、其官員、承辦商、代理人、工人及署長授權的任何其他人士作出彌償，並確保彼等獲彌償保障。」

### 31. 批地文件特別條件第(42)條規定：

「不准在該地段搭建或製作墳墓或骨灰龕，亦不准在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。」

註：請查閱批地文件以了解全部詳情。批地文件全文現存於售樓處，於開放時間可供免費查閱，並可在要求及支付所需影印費後取得批地文件之複印本。

在本「批地文件的摘要」章節中，「承批人」指市區重建局，在上下文義允許或要求下，包括它的繼承人及受讓人。除另作定義外，本批地文件的摘要使用的專有詞語具有批地文件內該詞語的相同意義。



1. The Development is situated on The Remaining Portion of New Kowloon Inland Lot No. 6585 (the "lot") which is held under the Conditions of Grant No. 20334 dated 24 January 2019 (the "Land Grant").
2. The lot is granted for a term of 50 years commencing from 24 January 2019.
3. General Condition No. 4 of the Land Grant stipulates that:-  

"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."
4. General Condition No. 6 of the Land Grant stipulates that:-  

" (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."
5. General Condition No. 8 of the Land Grant stipulates that:-  

"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."
6. Special Condition No. (3) of the Land Grant stipulates that:-  

" (a) The Grantee acknowledges that as at the date of this Agreement there are some buildings and structures erected on the lot and parts of the said buildings and structures project over the adjacent Government lands (the said buildings and structures are hereinafter collectively referred to as "the Existing Buildings and Structures"). Prior to the date specified in Special Condition No. (4) hereof, the Grantee shall at his own expense in all respects to the satisfaction of the Director demolish and remove the Existing Buildings and Structures (the works for such demolition and removal are hereinafter collectively referred to as "the Demolition and Removal Works"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee arising whether directly or indirectly out of or in connection with the use, presence or subsequent demolition and removal of the Existing Buildings and Structures and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the use, presence or subsequent demolition and removal of the Existing Buildings and Structures.

(b) The Grantee acknowledges that as at the date of this Agreement, there are some utilities existing on the Pink Hatched Blue Area (as hereinafter defined in Special Condition No. (9)(a) hereof) and the Existing Lane (as hereinafter defined in Special Condition No. (10)(a) hereof) (the said utilities are hereinafter referred to as "the Existing Utilities") and undertakes to remove, relay and divert at his own expense the Existing Utilities in all respects to the satisfaction of the Director on or before the date specified in Special Condition No. (4) hereof. The Grantee shall at all reasonable times prior to the removal, relaying and diversion of all the Existing Utilities to the

satisfaction of the Director permit the Government and the public utility companies authorized by the Government for the purposes of these Conditions the right of ingress, egress and regress to, from and through the lot as the Government or the said public utility companies may require for the purpose of maintaining, removing, relaying and diverting the Existing Utilities. The Government and the said public utility companies will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee arising whether directly or indirectly out of or in connection with the use, presence or subsequent removal, relaying and diversion of the Existing Utilities or the exercise of the rights under this sub-clause (b) by the Government and the said public utility companies or otherwise and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the use, presence or subsequent removal, relaying and diversion of the Existing Utilities.

- (c) Without prejudice to the generality of sub-clause (a) of this Special Condition, the Grantee acknowledges that as at the date of this Agreement, certain structures including but not limited to pipes, architectural features and scaffoldings protrude from the buildings erected on all those pieces or parcels of land registered in the Land Registry as the Remaining Portion of Section B of New Kowloon Inland Lot No. 2661, New Kowloon Inland Lot No. 2759 and the Remaining Portion of Section A of New Kowloon Inland Lot No. 2797 respectively shown and marked NKIL 2661 S.B RP, NKIL 2759 and NKIL 2797 S.A RP for identification purpose only on the plan annexed hereto (hereinafter collectively referred to as "the Adjoining Lots") onto the lot (the said structures are hereinafter collectively referred to as "the Encroachment") and the grant of the lot is subject to the existence of the Encroachment. The Government gives no warranty, expressed or implied, as to the physical condition, state or safety of the Encroachment or any part thereof, or as to whether the Encroachment was erected or installed or has remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation, or as to whether the Encroachment will be demolished, removed or rectified. The Government shall be under no responsibility, obligation or liability whatsoever to the Grantee or any other persons in respect of the Encroachment or the presence, maintenance, repair, demolition or removal of the Encroachment or for any damage, nuisance or disturbance caused to or suffered by the Grantee or any other persons by reason of or arising out of or incidental to the Encroachment or the presence, maintenance, repair, demolition or removal of the Encroachment or the carrying out of any works by the Grantee or any other persons in relation thereto or the taking of steps or legal proceedings or actions against the registered owners or occupiers of the Adjoining Lots or any other persons in respect thereof. The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the Encroachment or the presence, maintenance, repair, demolition or removal of the Encroachment.

- (d) For the avoidance of doubt, the existence of the Existing Buildings and Structures and the Encroachment and the fact that the lot is granted subject to the existence of the same shall not in any way relieve the Grantee of or release, discharge, lessen or vary the Grantee's obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions."

### 7. Special Condition No. (4) of the Land Grant stipulates that:-

"The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of March, 2025\*."

(\*According to the letter dated 3 August 2020 issued by the District Lands Office/Kowloon West, the completion date of the Development of the lot referred to in Special Condition No. (4) of the Land Grant (i.e. building covenant) shall be amended to 30 September 2025 to replace 31 March 2025, and the completion dates in Special Conditions Nos. (3)(a), (3)(b), (9)(b) and (10)(c) of the Land Grant shall be accordingly amended to 30 September 2025.)

### 8. Special Condition No. (5) of the Land Grant stipulates that:-

- " (a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
- (b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:
- (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;
  - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than three basement levels), for private residential purposes; and
  - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
- (c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Condition Nos. (21) and (22) hereof or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause shall be final and binding on the Grantee.



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

**9. Special Condition No. (6) of the Land Grant stipulates that:-**

"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."

**10. Special Condition No. (7) of the Land Grant stipulates that:-**

- " (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 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. (18)(a)(v) hereof."

**11. Special Condition No. (9) of the Land Grant stipulates that:-**

- " (a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuses at his absolute discretion), no tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Structures as defined in sub-clause (b) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").

- (b) The Grantee shall:

- (i) on or before the 31st day of March, 2025\*\* (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
- (I) lay, form and surface the Pink Hatched Blue Area; and
- (II) provide and construct such culverts, pavements, sewers, drains, water mains or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that pedestrian traffic may be carried on the Pink Hatched Blue Area; and

(\*\*According to the letter dated 3 August 2020 issued by the District Lands Office/Kowloon West, this date shall be amended to 30 September 2025.)

- (ii) manage and maintain at his own expense the Pink Hatched Blue Area together with the Structures in all respects to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government under sub-clause (f) of this Special Condition.
- (c) In the event of 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 upon the Grantee.
- (d) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f) of this Special Condition permit the Director, his officers, contractors and any persons authorized by him or them, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and for the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
- (e) The Government, the Director, his officers, contractors, agents and any persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, agents and any persons authorized by him or them of the rights conferred under sub-clause (c) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors and any persons authorized by him or them in respect of any such loss, damage, nuisance or disturbance.



- (f) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the Structures as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (g) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (g) shall not apply to a building mortgage as provided under Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (h) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (h) shall not apply to the surrender and carving out of the Pink Hatched Blue Area as provided respectively in sub-clauses (f) and (g) of this Special Condition and a building mortgage as provided in Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof.
- (i) The Pink Hatched Blue Area or any part or parts thereof shall not be used for any purpose other than public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.
- (j) The Grantee shall, after the works referred to in sub-clause (b)(i) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the Pink Hatched Blue Area.
- (k) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (j) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (l) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (j) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (m) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (j) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(l) of the Building (Planning) Regulations, any amendment thereto and substitution thereof, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(l) of the Building (Planning) Regulations, any amendment thereto and substitution thereof.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and substitution thereof, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and substitution thereof.
- (n) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (f) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government in the event that the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof cannot be attained.
- (o) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Area."

### 12. Special Condition No. (10) of the Land Grant stipulates that:-

- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing lane within that portion of the lot shown coloured pink hatched black stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Black Stippled Black Area") and that portion of the lot shown coloured pink stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Stippled Black Area") (the Pink Hatched Black Stippled Black Area and the Pink Stippled Black Area are hereinafter collectively referred to as "the Existing Lane").
- (b) Unless and until the Existing Utilities have been removed, relayed or diverted out of the Pink Stippled Black Area pursuant to Special Condition No. (3)(b) hereof and the Grantee has fulfilled his obligations under Special Condition Nos. (10)(c), (34)(c) and (35)(b) hereof in all respects to the satisfaction of the Director, the Grantee shall:
- (i) permit the Government and all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the Existing Lane and shall ensure that such access and passage shall not be interfered with or obstructed by the carrying out of the works under sub-clause (c) of this Special Condition or otherwise; and
  - (ii) manage and maintain at his own expense the Existing Lane in all respects to the satisfaction of the Director.
- (c) The Grantee shall on or before the 31st day of March, 2025\*\* (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
- (i) lay, form and surface that portion of the lot shown coloured pink hatched black on the plan annexed hereto and the Pink Hatched Black Stippled Black Area (hereinafter collectively referred to as "the Diversionary Lane"); and
  - (ii) provide and construct such gullies, sewers, drains, water mains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings, access steps, stairways, ramps, and such other structures as the Director in his absolute discretion may require (hereinafter collectively referred to as "the Lane Facilities");
- so that pedestrian traffic may be carried on the Diversionary Lane.
- (\*\*According to the letter dated 3 August 2020 issued by the District Lands Office/Kowloon West, this date shall be amended to 30 September 2025.)
- (d) The Grantee shall manage and maintain at his own expense the Diversionary Lane together with the Lane Facilities in all respects to the satisfaction of the Director until such time as the whole of the Diversionary Lane has been surrendered to the Government under sub-clause (n) of this Special Condition.

- (e) The Grantee shall, after the works referred to in sub-clause (c) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Diversionary Lane to the Government in accordance with sub-clause (n) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the Diversionary Lane.
- (f) No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Lane Facilities) shall be erected or constructed or placed on, over, under, above, below or within the Diversionary Lane.
- (g) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b), (c) or (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (h) (i) The Grantee shall at all reasonable times prior to the surrender of the whole of the Diversionary Lane to the Government in accordance with sub-clause (n) of this Special Condition permit the Director, his officers, contractors and any persons authorized by him or them with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purposes of:
  - (I) inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b), (c) and (d) of this Special Condition;
  - (II) carrying out, inspecting, checking and supervising the works under sub-clause (g) of this Special Condition; and
  - (III) laying, installing, diverting, removing, inspecting, repairing and maintaining such parts of the Services (as hereinafter defined in Special Condition No. (32) hereof) being or running upon, over or under the Diversionary Lane and the Existing Lane and carrying out any other works which the Director may consider necessary on, over, under, above, below or within the Diversionary Lane and the Existing Lane.
- (ii) The Grantee shall at all reasonable times prior to the surrender of the whole of the Diversionary Lane to the Government in accordance with sub-clause (n) of this Special Condition permit the public utility companies authorized by the Government for the purposes of these Conditions, their respective officers, contractors and agents and any persons authorized by him or them with or without tools, equipment, machinery, the right of free and unrestricted ingress, egress and regress to, from and through the Diversionary Lane for the purposes of checking, laying, installing, diverting, removing, inspecting, repairing and maintaining their drain, waterway or watercourse, water main, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over or under the Diversionary Lane.



For the avoidance of doubt, the rights reserved under sub-clauses (h)(i) and (h)(ii) of this Special Condition in respect of the Pink Stippled Black Area shall cease upon fulfilment of the obligations under sub-clause (c) of this Special Condition by the Grantee in all respects to the satisfaction of the Director.

- (i) The Government, the Director, his officers, contractors, agents and any persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (c) of this Special Condition or the exercise by the Government, the Director, his officers, contractors, agents and any persons authorized by him or them of the rights conferred under sub-clause (g) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government, the Director, his officers, contractors, agents and any persons authorized by him or them in respect of any such loss, damage, nuisance or disturbance.
- (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 the Grantee's obligations under sub-clause (e) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (k) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Existing Lane, the Diversionary Lane or any part or parts thereof to the public for the right of passage.
- (l) For the avoidance of doubt,
  - (i) prior to the fulfilment of the obligation under sub-clause (c) of this Special Condition by the Grantee in all respects to the satisfaction of the Director, the Existing Lane shall not be used for any purpose other than for all members of the public to pass and repass freely in accordance with sub-clause (b)(i) of this Special Condition; and
  - (ii) thereafter the Diversionary Lane shall not be used for any purpose other than for all members of the public to pass and repass freely in accordance with the sub-clause (e) of this Special Condition.
- (m) (i) It is expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clauses (b) and (e) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto and substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (n) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
- (n) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Diversionary Lane together with the Lane Facilities as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Diversionary Lane at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (o) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do unless and until the Grantee has at his own expense carved out the Diversionary Lane from the lot to the satisfaction of the Director provided that this sub-clause (o) shall not apply to a building mortgage as provided under Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (p) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Diversionary Lane or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (p) shall not apply to the surrender and carving out of the Diversionary Lane as provided respectively in sub-clauses (n) and (o) of this Special Condition and a building mortgage as provided in Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof.



- (q) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Diversionary Lane or any part or parts thereof pursuant to sub-clause (n) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government in the event that the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof cannot be attained.
- (r) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Existing Lane and the Diversionary Lane."

#### 13. Special Condition No. (12) of the Land Grant stipulates that:-

- " (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.
- (b) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof, subject to Special Condition No. (41)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
- The Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (18)(a)(v) hereof;
  - 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
  - The Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons."

#### 14. Special Condition No. (21) of the Land Grant stipulates that:-

- " (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 residential units in the building or buildings erected or to be erected on the lot 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 for or to a number of Residential Parking Spaces 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 33.3 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 19 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 6.3 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 2.4 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 1.8 residential units or part thereof
Not less than 160 square metres	One space for every 1.4 residential units or part thereof

- (ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a)(i) of this Special Condition. For the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below:
- the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof; and

- (II) the pro-rata gross floor area of Residential Common Area (as hereinafter defined) in respect of a residential unit. In so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the residential portion of the Development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of gross floor area stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof (which residential common area is hereinafter referred to as the "Residential Common Area") shall be apportioned to a residential unit by the following formula:

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

- (iii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, 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 residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of 1 space for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of two spaces being provided.
- (iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (23) hereof) 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) One space for every 300 square metres of gross floor area for other non-industrial (excluding residential, godown, hotel and petrol filling station) purpose or such other number as may be approved by the Director 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 for the part or parts of the building or buildings erected or to be erected on the lot used or to be used for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
- (ii) For the purpose of calculating the number of spaces to be provided under sub-clause (b)(i) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.
- (iii) The spaces provided under sub-clause (b) (i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Out of the spaces provided under sub-clauses (a) (as may be varied under Special Condition No. (23) hereof) and (b) 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 or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Two spaces or such other number of spaces as may be approved by the Director 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 residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Motor Cycle Parking Spaces").
- (ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (d)(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.



- (e) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a) (as may be varied under Special Condition No. (23) hereof) and (b) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) The dimension of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the Residential Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director."

**15. Special Condition No. (22) of the Land Grant stipulates that:-**

- " (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
- (I) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot 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 unit;
  - (II) one space for every 3,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes; and
  - (III) one space for every 1,200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. 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 referred to therein.
- (c) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(II) and (a)(III) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded."

**16. Special Condition No. (25) of the Land Grant stipulates that:-**

- " (a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:
- (i) assigned except
    - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; 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 erected or to be erected on the lot; or

- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

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

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole."

**17. Special Condition No. (26) of the Land Grant stipulates that:-**

"The spaces provided within the lot in accordance with Special Condition Nos. (21)(a)(iii) (as may be varied under Special Condition No. (23) hereof) and (22) hereof and the Parking Space for the Disabled Persons shall be designated as and form part of the Common Areas."

**18. Special Condition No. (27) of the Land Grant stipulates that:-**

"A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Condition Nos. (21) (as may be varied under Special Condition No. (23) hereof) and (22) hereof, or a copy of such plan certified by an authorized person (as defined in the Buildings ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (16)(a)(iii) hereof and a building mortgage under Special Condition No. (16)(a)(iv) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The said parking, loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos. (21) and (22) hereof. The Grantee shall maintain the parking, loading and unloading spaces and other spaces, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes."

**19. Special Condition No. (28) of the Land Grant stipulates that:-**

"The Grantee shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine."

### 20. Special Condition No. (29) 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. (28) 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."

### 21. Special Condition No. (30) of the Land Grant stipulates that:-

" No rock crushing plant shall be permitted on the lot without the prior written approval of the Director."

### 22. Special Condition No. (31) of the Land Grant stipulates that:-

- " (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."

### 23. Special Condition No. (32) of the Land Grant stipulates that:-

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



### 24. Special Condition No. (33) of the Land Grant stipulates that:-

- " (a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify 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."

### 25. Special Condition No. (34) of the Land Grant stipulates that:-

- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing sewer pipe within the lot, the alignment of which is shown and marked by a blue line on the plan annexed hereto (hereinafter referred to as "the Existing Sewer Pipe"). Without prejudice to the generality of the provisions of General Condition Nos. 2, 3 and 4 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Sewer Pipe and no objection or claim of whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same. The Government will accept 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 Sewer Pipe. Subject to sub-clause (c) of this Special Condition, the Grantee shall not interfere with or obstruct or remove or relocate or permit or suffered to be interfered with or obstructed or removed or relocated the Existing Sewer Pipe.

- (b) The Grantee shall operate and maintain at his own expense the Existing Sewer Pipe in all respects to the satisfaction of the Director until the Existing Sewer Pipe has been diverted under sub-clause (c) of this Special Condition.
- (c) Without prejudice to the provisions of Special Condition Nos. (32) and (33) hereof, prior to commencement of any building works on the lot (other than ground investigation, the Demolition and Removal Works and site formation works), the Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out diversion works for or in connection with the Existing Sewer Pipe (hereinafter referred to as "the Drainage Diversion Works") to such location or locations with such materials and to such standard, specification and design as the Director may approve or require and complete the Drainage Diversion Works in accordance with the proposal approved by the Director under sub-clause (d) of this Special Condition in good and workmanlike manner in all respects to the satisfaction of the Director. The Government will accept 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 Sewer Pipe and the carrying out of the Drainage Diversion 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.
- (d) Prior to commencement of the Drainage Diversion Works, the Grantee shall at his own expense and in all respects to the satisfaction of the Director submit to the Director for his written approval a proposal for the Drainage Diversion Works and shall not carry out the Drainage Diversion Works until the Director shall have given his written approval to the proposal.
- (e) Upon completion of the Drainage Diversion Works, the Grantee shall at his own expense operate and maintain the sewer pipe, drains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Drainage Diversion Works (hereinafter collectively referred to as "the Diverted Sewer Pipe") in good condition and in all respects to the satisfaction of the Director until the Diverted Sewer Pipe shall be handed over by the Grantee in accordance with sub-clauses (f) and (g) of this Special Condition.
- (f) Subject to sub-clause (g) of this Special Condition, the Diverted Sewer Pipe shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted sewer Pipe shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (g) In the event that the Diverted Sewer Pipe or parts thereof falls within the Pink Hatched Blue Area and the Diversionary Lane, the Diverted Sewer Pipe shall be deemed to have been handed over to the Government by the Grantee free of cost upon the surrender of the Pink Hatched Blue Area and the Diversionary Lane under Special Condition Nos. (9)(f) and (10)(n) hereof respectively.

- (h) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b), (c) and (e) 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 shall be binding upon the Grantee.
- (i) The Grantee shall at all times permit the Government, the Director and their officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of carrying out, inspecting, checking and supervising the Drainage Diversion Works and the works under sub-clause (h) of this Special Condition.
- (j) The Government, the Director and their officers, contractors, agents and workmen and any persons authorized under sub-clause (i) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and their officers, contractors, agents and workmen and any persons duly authorized under sub-clause (i) of this Special Condition, and no claim whatsoever shall be made against the Government, the Director and their officers, contractors, agents and workmen and any persons authorized under sub-clause (i) of this Special Condition by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (k) The Grantee shall at all times indemnify and keep indemnified the Government 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 carrying out of the Drainage Diversion Works or the erection, construction, presence, repair or maintenance of the Diverted Sewer Pipe or the works under sub-clause (h) of this Special Condition."

### 26. Special Condition No. (35) of the Land Grant stipulates that:-

- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there are existing water mains within the lot, the alignments of which are shown and marked by red lines on the plan annexed hereto (hereinafter referred to as "the Existing Water Mains"). Without prejudice to the generality of the provisions of General Condition Nos. 2, 3 and 4 hereof the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Water Mains and no objection or claim of whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same. The Government will accept 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 Mains. Subject to sub-clause (b) of this Special Condition, the Grantee shall not interfere with or obstruct or remove or relocate or permit or suffered to be interfered with or obstructed or removed or relocated the Existing Water Mains.

- (b) Without prejudice to the provisions of Special Condition No. (32) hereof, prior to commencement of any building works on the lot (other than ground investigation, the Demolition and Removal Works and site formation works), the Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out diversion works for or in connection with the Existing Water Mains (hereinafter referred to as "the Water Mains Diversion Works") to such location or locations with such materials and to such standard, specification and design as the Director may approve or require and complete the Water Mains Diversion works in accordance with the proposal approved by the Director under sub-clause (c) of this Special Condition in good and workmanlike manner in all respects to the satisfaction of the Director. The Government will accept 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 Mains and the carrying out of the Water Mains Diversion 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.
- (c) Prior to commencement of the water Mains Diversion works, the Grantee shall at his own expense and in all respects to the satisfaction of the Director submit to the Director for his written approval a proposal for the Water Mains Diversion Works and shall not carry out the Water Mains Diversion Works until the Director shall have given his written approval to the proposal.
- (d) Upon completion of the Water Mains Diversion Works, the Grantee shall at his own expense maintain the water mains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Water Mains Diversion Works (hereinafter collectively referred to as "the Diverted Water Mains") in good condition and in all respects to the satisfaction of the Director until the Diverted Water Mains shall be handed over by the Grantee in accordance with sub-clauses (e) and (f) of this Special Condition.
- (e) Subject to sub-clause (f) of this Special Condition, the Diverted Water Mains shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted Water Mains shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (f) In the event that the Diverted Water Mains or parts thereof fall within the Pink Hatched Blue Area and the Diversionary Lane, the Diverted Water Mains shall be deemed to have been handed over to the Government by the Grantee free of cost upon the surrender of the Pink Hatched Blue Area and the Diversionary Lane under Special Condition Nos. (9)(f) and (10)(n) hereof respectively.
- (g) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b) and (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.



- (h) The Grantee shall at all times permit the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of:
  - (i) inspecting, operating, maintaining and repairing the Existing Water Mains prior to the completion of the Water Mains Diversion Works; and
  - (ii) carrying out, inspecting, checking and supervising the Water Mains Diversion Works and the works under sub-clause (g) of this Special Condition.
- (i) The Government, the Director and his officers, contractors, agents and workmen and any persons authorized under sub-clause (h) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (h) of this Special Condition, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors, agents and workmen and any persons authorized under sub-clause (h) of this Special Condition by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (j) The Grantee shall at all times indemnify and keep indemnified the Government 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 carrying out of the Water Mains Diversion Works or the erection, construction, presence, repair or maintenance of the Diverted Water Mains or the works under sub-clause (g) of this Special Condition."

### 27. Special Condition No. (36) of the Land Grant stipulates that:-

- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing lamp post within the lot, the alignment of which is shown and marked with "BF0899" on the plan annexed hereto (hereinafter referred to as "the Existing Lamp Post").
- (b) Prior to commencement of any building works on the lot (other than ground investigation, the Demolition and Removal Works and site formation works), the Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out removal works for or in connection with the Existing Lamp Post (hereinafter referred to as "the Existing Lamp Post Removal Works"), and complete the Existing Lamp Post Removal Works in good and workmanlike manner in all respects to the satisfaction of the Director.
- (c) The Grantee shall at all times permit the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purposes of:
  - (i) inspecting, operating, maintaining and repairing the Existing Lamp Post prior to the completion of the Existing Lamp Post Removal Works; and
  - (ii) inspecting, checking and supervising the Existing Lamp Post Removal Works."

### 28. Special Condition No. (37) of the Land Grant stipulates that:-

- " (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 (hereinafter referred to as "the DEP") submit or cause to be submitted to the DEP for his approval in writing a sewerage impact assessment (hereinafter referred to as "SIA") containing, among others, such information and particulars as the DEP may require including but not limited to all adverse sewerage impact as may arise from the Development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.
- (b) The Grantee shall at his own expense implement the recommendations in the SIA as approved by the DEP in all respects to the satisfaction of the DEP and within such time limit as may be stipulated by the DEP.
- (c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.
- (d) No building works (except the Demolition and Removal Works, ground investigation and site formation works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the DEP.
- (e) For the avoidance of doubt and without prejudice to the generality of General Condition Nos. 2, 3 and 4 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the SIA as approved by the DEP in all respects to the satisfaction of the DEP. The Government and its officers shall be under 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."

### 29. Special Condition No. (38) of the Land Grant stipulates that:-

- " (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 "NIA") on the Development of the lot containing, among others, such information 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 "Noise Mitigation Measures").
- (b) The Grantee shall at his own expense and within such time limits as shall 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.

- (c) No building works (except the Demolition and Removal Works, ground investigation and site formation works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.
- (d) For the avoidance of doubt and without prejudice to the generality of General Condition Nos. 2, 3 and 4 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director. The Government and its officers shall be under 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."

### 30. Special Condition No. (39) of the Land Grant stipulates that:-

" In the event the Approved Noise Mitigation Measures comprise the erection or construction of noise barrier or noise barriers on the lot with projection extending beyond the boundary of the lot and over and above any portion of the adjoining Government land (hereinafter referred to as "the Noise Barrier"), the following conditions shall apply:

- (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;
- (f) subject to the prior written approval of the Director, the Grantee, his contractors, workmen or any other persons authorized by the Grantee shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part or parts of the Noise Barrier projecting over the Government land in accordance with this Special Condition;
- (g) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;
- (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, renewal, replacement, 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 upon the Grantee;
- (k) the Grantee shall at all times throughout the term hereby agreed to be granted permit the Director, his officers, contractors, agents, 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 free of cost 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;
- (l) neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Grantee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and



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

**31. Special Condition No. (42) of the Land Grant stipulates that:-**

" No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon."

Note: For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

For the purpose of this section of "Summary of Land Grant", "the Grantee" means Urban Renewal Authority and where the context so admits or requires includes its successors and assigns. Unless otherwise defined, the capitalized terms used in this Summary of Land Grant shall have the same meaning of such terms in the Land Grant.

**A. 批地文件規定興建並提供予政府或供公眾使用的設施****1. 描述**

- (a) 批地文件特別條件第(9)(a)條及(9)(b)(ii)條分別提及的「粉紅色加藍斜線範圍」及「構築物」
- (b) 批地文件特別條件第(10)(a)條提及的「現存路徑」(包括「粉紅色加黑斜線加黑點範圍」及「粉紅色加黑點範圍」)
- (c) 批地文件特別條件第(10)(c)(i)條及(10)(c)(ii)條分別提及的「分流路徑」及「路徑設施」
- (d) 批地文件特別條件第(34)(c)條及(34)(e)條分別提及的「排水渠改道工程」及「改道污水管」
- (e) 批地文件特別條件第(35)(b)條及(35)(d)條分別提及的「總喉改道工程」及「改道總喉」

**2. 公眾有權依據批地文件規定使用第1(a)、(b)及(c)段所載的各項設施。****B. 批地文件規定由發展項目內住宅物業業主出資管理、營運或維修以作公眾使用的設施**

不適用。

**C. 批地文件規定由發展項目內住宅物業業主出資管理、營運或維修作公眾使用的休憩用地面積**

不適用。

**D. 發展項目所位於的土地中為施行《建築物(規劃)條例》(香港法例第123章附例F)第22(1)條而撥供公眾用途的任何部分：**

不適用。

**E. 顯示上述設施的圖則**

見本節最後附上的圖則。

**F. 關於各項設施的批地文件條文****(1) 批地文件特別條件第(9)條規定：**

- 「(a) 未經署長預先書面批准(署長可以根據他認為合適的條款及條件給予同意或自行酌情拒絕給予同意)，不能在本批地文件附錄的圖則上用粉紅色加藍斜線顯示該地段的該等部分(下文稱為「粉紅色加藍斜線範圍」)之上、上方、之下、上面、下面或之內種植任何樹木或灌木，亦不得搭建、建築或安置任何建築物或構築物或建築物或構築物的承托物(除了本特別條件(b)款界定的構築物)。

**(b) 承批人須：**

- (i) 於2025年3月31日\*\*(或署長可批准的其他延長日期)或之前按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程，在一切方面使署長滿意：
  - (i) 鋪設、構建及鋪建路面於粉紅色加藍斜線範圍；及
  - (ii) 按署長自行酌情要求，提供及建造暗渠、行人路、污水渠、排水渠、總喉或其他指定建築物(下文統稱為「構築物」)讓行人往來粉紅色加藍斜線範圍；及
 (\*\*根據九龍西區地政處發出的日期為2020年8月3日的函件，此日期修訂為2025年9月30日。)
- (ii) 自費管理及維護粉紅色加藍斜線範圍連同構築物，在一切方面使署長滿意，直至按本特別條件(f)款交還整個粉紅色加藍斜線範圍給政府管有。
- (c) 倘若承批人未能履行本特別條件(b)款所定的責任，政府可進行必要的工程，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於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (d) 承批人須在按本特別條件(f)款交還整個粉紅色加藍斜線範圍給政府之前准許署長、其官員、承辦商及其或彼等授權的任何人士帶上或不帶工具、設備、機器或車輛在一切合理時間內有權自由及不受限制地出入、經過及往返該地段或其任何部分，旨在視察、檢查及監管按本特別條件(b)款進行的任何工程並進行、視察、檢查及監管本特別條件(c)款下的工程及署長認為必要在粉紅色加藍斜線範圍進行的任何其他工程。
- (e) 政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士對承批人履行本特別條件(b)款規定承批人的責任或政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士行使本特別條件(c)款賦予的權利或其他所產生或附帶的承批人或任何人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且不能就上述任何損失、損害、滋擾或干擾向政府或署長或其官員、承辦商及其或彼等授權的任何人士要求補償或其他賠償。
- (f) 承批人須在署長如此要求時自費交還及移交粉紅色加藍斜線範圍或其中任何部分連同署長自行酌情指定的構築物的空置管有權給政府，不帶產權負擔且政府無須向承批人支付任何代價、付款或補償，但是政府沒有責任應承批人的要求接受交還粉紅色加藍斜線範圍或其中任何部分，而是在它認為合適的情況下接受。就此而言，承批人須按署長批准或要求的格式及條件自費簽訂交還契據及任何其他必要的文件。



- (g) 承批人不能轉讓、按揭、抵押、贈與、轉租、放棄管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或其中任何權益或在其上的建築物或其中任何部分或訂立此類協議，除非及直至承批人已自費從該地段分割粉紅色加藍斜線範圍，使署長滿意，但是本(g)款不適用於按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭，亦不適用於本批地文件特別條件第(16)(b)條項下規定的承諾。在上述分割之前，承批人須自費提交分割文件給署長作書面審批。
- (h) 承批人不能轉讓、按揭、抵押、贈與、轉租、放棄管有或以其他方式處置或施加產權負擔於粉紅色加藍斜線範圍或其中任何部分或其權益或訂立此類協議，但是本(h)款不適用於分別按本特別條件(f)和(g)款的規定交還及分割粉紅色加藍斜線範圍和按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭，亦不適用於本批地文件特別條件第(16)(b)條項下規定的承諾。
- (i) 承批人不能將粉紅色加藍斜線範圍或其中任何部分用作供公眾步行或乘輪椅通過的公共行人通道或署長自行酌情批准的其他用途之外的任何用途。不准在粉紅色加藍斜線範圍或其中任何部分內存放貨物或停泊車輛。
- (j) 在完成本特別條件(b)(i)款提及的工程，使署長滿意之後，和按本特別條件(f)款交還整個粉紅色加藍斜線範圍給政府之前，承批人須准許一切公眾人士為了一切合法的在白天或晚上毋須繳交任何性質的費用的情況下步行或乘輪椅自由經過及往返粉紅色加藍斜線範圍。
- (k) 政府對承批人履行本特別條件(j)款規定承批人的責任所產生或附帶的承批人或任何其他人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且承批人不能就上述任何損失、損害、滋擾或干擾向政府或署長或其授權的官員要求補償或其他賠償。
- (l) 特此明文同意、聲明及規定，對承批人施加本特別條件(j)款的責任並非是承批人擬奉獻，亦不是政府同意奉獻粉紅色加藍斜線範圍或其中任何部分給公眾享用道路權。
- (m) (i) 特此明文同意與聲明，本特別條件(j)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(1)條、其修訂及代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(1)條、其修訂及代替條文賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (ii) 特此又明文同意與聲明，本特別條件(f)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(2)條、其修訂或代替條文及其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(2)條、其修訂及代替條文賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (n) 承批人同意並接受在按本特別條件(f)款交還粉紅色加藍斜線範圍或其中任何部分後，因為該地段的面積減少或其他原因，在開發或重建該地段或其中任何部分時，他可能無法取得本批地文件特別條件第(8)(c)條和(8)(d)條規定的最大樓面面積。政府對此沒有責任和承批人不能對未能取得本批地文件特別條件第(8)(c)條和(8)(d)條規定的最大樓面面積向政府要求補償或退還地價或任何性質的付款。
- (o) 承批人須對承批人、其傭工、工人及承辦商履行或不履行本特別條件規定承批人的責任或有關粉紅色加藍斜線範圍所直接或間接產生或有關的一切責任，訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府，並確保其獲彌償保障。」
- (2) 批地文件特別條件第(10)條規定：
- 「(a) 承批人特此承認在本協議日期在本批地文件附錄的圖則上用粉紅色加黑斜線加黑點顯示該地段的該等部分(下文稱為「粉紅色加黑斜線加黑點範圍」)及本批地文件附錄的圖則上用粉紅色加黑點顯示該地段的該等部分(下文稱為「粉紅色加黑點範圍」)內有現存路徑(粉紅色加黑斜線加黑點範圍及粉紅色加黑點範圍在下文統稱為「現存路徑」)。
- (b) 除非及直至根據本批地文件特別條件第(3)(b)條將現存公共設施遷移、重鋪或改道出粉紅色加黑點範圍且承批人已經履行其於本批地文件特別條件第(10)(c)、(34)(c)及(35)(b)條下責任，在一切方面使署長滿意，則承批人應：
- (i) 准許政府及一切公眾人士為了一切合法目的在白天或晚上毋須繳交任何性質的費用的情況下步行或乘輪椅自由經過及往返現存路徑及應確保相關通行及通道不受開展本特別條件(c)款項下工程或其他的干擾或阻礙；及
- (ii) 自費管理及維護現存路徑，在一切方面使署長滿意。
- (c) 承批人於2025年3月31日\*(或署長可批准的其他延長日期)或之前按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程，在一切方面使署長滿意：
- (i) 鋪設、構建及鋪建路面於本批地文件附錄的圖則上用粉紅色加黑斜線顯示該地段的該等部分及粉紅色加黑斜線加黑點範圍(下文統稱為「分流路徑」)；及
- (ii) 提供及修建明渠、污水渠、排水渠、總喉、消防龍頭連同接駁至總喉的喉管、街燈、交通標誌、街道設施、道路標記、腳踏、樓梯、斜坡及署長可自行酌情要求的其他構築物(下文統稱為「路徑設施」)；
- 讓行人往來分流路徑。
- (\*\*根據九龍西區地政處發出的日期為2020年8月3日的函件，此日期修訂為2025年9月30日。)

- (d) 承批人應自費管理及維護分流路徑連同路徑設施，在一切方面使署長滿意，直至按本特別條件(n)款交還整個分流路徑給政府管有。
- (e) 在完成本特別條件(c)款提及的工程，使署長滿意之後，和按本特別條件(n)款交還整個分流路徑給政府之前，承批人須准許一切公眾人士為了一切合法目的在白天或晚上毋須繳交任何性質的費用的情況下步行或乘輪椅自由經過及往返分流路徑。
- (f) 不能在分流路徑之上、上方、之下、上面、下面或之內種植任何樹木或灌木，亦不得搭建、建築或安置任何建築物或構築物或建築物或構築物的承托物(路徑設施除外)。
- (g) 倘若承批人未能履行本特別條件(b)、(c)或(d)款所定的責任，政府可進行必要的工程，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於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (h) (i) 承批人須在按本特別條件(n)款交還整個分流路徑給政府之前准許署長、其官員、承辦商及其或彼等授權的任何人士帶上或不帶工具、設備、機器或車輛在一切合理時間內有權自由及不受限制地出入、經過及往返該地段或其任何部分，旨在：
- (I) 視察、檢查及監管按本特別條件(b)、(c)及(d)款進行的任何工程；
  - (II) 進行、視察、檢查及監管本特別條件(g)款下的工程；及
  - (III) 鋪設、安裝、改道、遷移、視察、修理和維護分流路徑及現存路徑或之上、上面或之下的部分服務(定義見下文本批地文件特別條件第(32)條)及在分流路徑及現存路徑之上、上方、之下、上面、下面或之內進行署長可能認為必要的任何其他工程。
- (ii) 承批人須在按本特別條件(n)款交還整個分流路徑給政府之前准許就此等條件而言獲政府授權的公用事業單位、彼等各自的官員、承辦商及代理商以及其或彼等授權的任何人士帶上或不帶工具、設備、機器在一切合理時間內有權自由及不受限制地出入、經過及往返分流路徑，旨在檢查、鋪設、安裝、改道、遷移、視察、維修及維護彼等位於分流路徑或之上、上面或之下的排水渠、水路、水道、總喉、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置。
- 為免存疑，根據本特別條件(h)(i)及(h)(ii)款保留的與粉紅色加黑點範圍有關的權利在承批人履行本特別條件(c)款下的責任，在一切方面令署長滿意後終止。
- (i) 政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士對承批人履行本特別條件(c)款規定承批人的責任或政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士行使本特別條件(g)款賦予的權利或其他所產生或附帶的承批人或任何人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且不能對上述任何損失、損害、滋擾或干擾向政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士要求補償或其他賠償。
- (j) 政府對承批人履行本特別條件(e)款規定承批人的責任所產生或附帶的承批人或任何其他人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且承批人不能對上述任何損失、損害、滋擾或干擾向政府或署長或其授權的官員要求補償或其他賠償。
- (k) 特此明文同意、聲明及規定，對承批人施加本特別條件(e)款的責任並非是承批人擬奉獻，亦不是政府同意奉獻現存路徑、分流路徑或其中任何部分給公眾享用道路權。
- (l) 為免存疑，
- (i) 在承批人履行本特別條件(c)款下的責任，在一切方面令署長滿意之前，現存路徑不得用作一切公眾人士根據本特別條件(b)(i)款自由地經過及往返用途之外的任何其他用途；及
  - (ii) 此後，分流路徑不得用作一切公眾人士根據本特別條件(e)款自由地經過及往返用途之外的任何其他用途。
- (m) (i) 特此明文同意與聲明，本特別條件(b)及(e)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(1)條、其修訂及代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(1)條、其修訂及代替條文賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (ii) 特此又明文同意與聲明，本特別條件(n)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(2)條、其修訂及代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(2)條、其修訂及代替條文規定賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (n) 承批人須在署長如此要求時自費交還及移交分流路徑連同署長自行酌情指定的路徑設施的空置管有權給政府，不帶產權負擔且政府無須向承批人支付任何代價、付款或補償，但是政府沒有責任應承批人的要求接受交還分流路徑，而是在它認為合適的情況下接受。就此而言，承批人須按署長批准或要求的格式及條件自費簽訂交還契據及任何其他必要的文件。



- (o) 承批人不能轉讓、按揭、抵押、贈與、分租、放棄管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或於其中享有的任何權益或在其上的建築物或其中任何部分或訂立此類協議，除非及直至承批人已自費從該地段分割分流路徑，使署長滿意，但是本(o)款不適用於按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭或按本批地文件特別條件第(16)(b)條規定的承諾。在該等分割前，承批人須自費提交分割文件給署長作書面審批。
- (p) 承批人不得轉讓、按揭、抵押、贈與、分租、放棄管有或以其他方式處置或施加負擔於分流路徑或其中任何部分或於其中享有的任何權益或訂立此類協議，但本(p)款不適用於分別按本特別條件(n)款及(o)款交還及分割分流路徑及按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭或按本批地文件特別條件第(16)(b)條規定的承諾。
- (q) 承批人同意並接受在按本特別條件(n)款交還分流路徑或其中任何部分後，因為該地段的面積減少或其他原因，在開發或重建該地段或其中部分時，他可能無法取得本批地文件特別條件第(8)(c)條及(8)(d)條規定的最大樓面面積。倘未能取得本批地文件特別條件第(8)(c)條及(8)(d)條規定的最大樓面面積，政府不承擔任何法律責任且承批人不得向政府要求補償或退還地價或任何性質的付款。
- (r) 承批人須對承批人、其僱工、工人及承辦商履行或不履行本特別條件規定承批人的責任或有關現存路徑及分流路徑所直接或間接產生或有關的一切責任以及任何性質的訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府，並確保其獲彌償保障。」
- (3) 批地文件特別條件第(34)條規定：
- 「(a) 承批人特此承認在本協議之日在該地段上存在污水管、其定線於隨附圖則中以藍線顯示及標記(下文稱為「現有污水管」)。在不影響本批地文件一般條件第2、3和4條的一般性的原則下，承批人應被視作已信納和接受該地段於本協議之日的狀況及狀態，且受存在現有污水管所限，以及承批人不得就此或對此作出或提出任何性質的異議或索償。倘因現有污水管令承批人遭受或蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何義務或責任。在本特別條件(c)款的規限下，承批人不得干擾、阻塞、移除或遷移或者允許或被干擾阻塞、移除或遷移現有污水管。
- (b) 承批人須自費在一切方面營運及保養現有污水管，直至現有污水管在本特別條件(c)款的規定下改道，使署長滿意。
- (c) 在不影響本批地文件特別條件第(32)及(33)條的原則下，在該地段上的任何建築工程動工前(除土地勘測、拆遷工程及地盤平整工程外)，承批人須自費按署長可批准或要求的位置、材料、標準、規格及設計為現有污水管進行改道工程(下文稱為「排水渠改道工程」)，在一切方面使署長滿意，並按照署長根據本特別條件(d)款批准的建議，在一切方面良好且熟練地完成排水渠改道工程，使署長滿意。政府對因存在現有污水管和開展排水渠改道工程或其他原因導致承批人遭受或蒙受任何損失、損害、滋擾或干擾，毋須承擔任何責任或義務。承批人不能對任何損失、損害、滋擾或干擾向政府要求任何索償。
- (d) 在開始排水渠改道工程前，承批人須自費向署長提交排水渠改道工程建議，供他書面審批，及在一切方面使署長滿意，但必須在取得署長對該建議作出的書面批准後才能進行排水渠改道工程。
- (e) 在完成排水渠改道工程後，承批人須自費操作和保養污水管、排水渠、集水井、有蓋暗渠或沙井及作為排水渠改道工程一部分而搭建或建造的其他架構物(下文統稱為「改道污水管」)，使之處於良好狀況，在一切方面使署長滿意，直至承批人根據本特別條件(f)和(g)款移交改道污水管為止。
- (f) 在本特別條件(g)款的規限下，改道污水管須在政府要求時由承批人免費移交予政府，且在任何情況下，於署長致函予承批人當日，說明承批人已以其滿意的方式遵從此等條件，即視作承批人已免費移交改道污水管予政府。
- (g) 倘若改道污水管或其部分位於粉紅色加藍斜線範圍和分流路徑內，則在分別根據本批地文件特別條件第(9)(f)和(10)(n)條交還粉紅色加藍斜線範圍和分流路徑後，即視作承批人已免費移交改道污水管予政府。
- (h) 倘若承批人未能履行本特別條件(b)、(c)及(e)款所定的責任，政府可進行必要的工程，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於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (i) 承批人須始終准許政府、署長、彼等官員、承辦商、代理人、工人及署長授權的任何人士帶上或不帶工具、設備、機械、機器或車輛有權自由及不受限制地出入、經過及往返該地段或其中任何部分，旨在進行、視察、檢查及監管排水渠改道工程及按本特別條件(h)款進行的工程。
- (j) 政府、署長、彼等官員、承辦商、代理人、工人及根據本特別條件(i)款授權的任何人士，對政府、署長、彼等官員、承辦商、代理人、工人及根據本特別條件(i)款正式授權的任何人士行使權利所導致或附帶造成承批人或任何人士遭受或蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人不能對任何損失、損害、滋擾或干擾向政府、署長、彼等官員、承辦商、代理人、工人及根據本特別條件(i)款授權的任何人士要求索償。

- (k) 承批人須對進行排水渠改道工程或者搭建、建造、存在、維修或保養改道污水管或本特別條件(h)款規定的工程直接或間接產生或有關的一切責任、損失、損害、索償、開支、費用、收費、索求、訴訟及司法程序始終向政府作出彌償，並確保其獲彌償保障。」
- (4) 批地文件特別條件第(35)條規定：
- 「(a) 承批人特此承認在本協議之日在該地段上存在總喉、其定線於隨附圖則中以紅線顯示及標記(下文稱為「現有總喉」)。在不影響本批地文件一般條件第2、3和4條條文的一般適用範圍下，承批人應被視作已信納和接受該地段於本協議之日的現況及狀態，且受存在現有總喉所限，以及承批人不得就此或對此作出或提出任何性質的異議或索償。政府對因現有總喉的存在導致承批人遭受或蒙受的任何損失、損害、滋擾或干擾，毋須承擔任何責任或義務。在本特別條件(b)款的規限下，承批人不得干擾、阻塞、拆除或遷移或者允許或容許干擾、阻塞、拆除或遷移現有總喉。
- (b) 在不影響本批地文件特別條件第(32)條條文的原則下，於在該地段開始任何建築工程(土地勘測、拆遷工程及地盤平整工程除外)前，承批人須按署長批准或要求的位置、材料、標準、規格和設計，自費對或就現有總喉進行改道工程(下文稱為「總喉改道工程」)，在一切方面使署長滿意，並根據署長按本特別條件(c)款批准的建議，以良好和熟練方式完成總喉改道工程，在一切方面使署長滿意。政府對因現有總喉的存在和總喉改道工程的進行或其他原因導致承批人遭受或蒙受任何損失、損害、滋擾或干擾，毋須承擔任何責任或義務。承批人不能對任何有關損失、損害、滋擾或干擾向政府要求索償。
- (c) 在開始總喉改道工程前，承批人須自費向署長提交總喉改道工程建議，供他書面審批，及在一切方面使署長滿意，但必須在取得署長對該建議作出的書面批准後才能進行總喉改道工程。
- (d) 在完成總喉改道工程後，承批人須自費保養總喉、集水井、有蓋暗渠或沙井及作為總喉改道工程一部分而搭建或建造的其他架構物(下文統稱為「改道總喉」)，使之處於良好狀況，在一切方面使署長滿意，直至承批人根據本特別條件(e)和(f)款移交改道總喉為止。
- (e) 在本特別條件(f)款的規限下，改道總喉須在政府要求時由承批人免費移交予政府，且在任何情況下，於署長致函予承批人當日，說明承批人已以其滿意的方式遵從此等條件，即視作承批人已免費移交改道總喉予政府。
- (f) 倘若改道總喉或其部分位於粉紅色加藍斜線範圍和分流路徑內，則在分別根據本批地文件特別條件第(9)(f)和(10)(n)條交還粉紅色加藍斜線範圍和分流路徑後，即視作承批人已免費移交改道總喉予政府。
- (g) 倘若承批人未能履行本特別條件(b)及(d)款所定的責任，政府可進行必要的工程，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於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (h) 承批人須始終准許政府、署長及其官員、承辦商、代理人、工人及署長授權的任何人士帶上或不帶工具、設備、機械、機器或車輛有權自由及不受限制地出入、經過及往返該地段或其中任何部分，旨在：
- (i) 於在完成總喉改道工程前，視察、操作、保養及修理現有總喉；及
- (ii) 進行、視察、檢查及監管總喉改道工程及按本特別條件(g)款進行的工程。
- (i) 政府、署長及其官員、承辦商、代理人、工人及根據本特別條件(h)款授權的任何人士，對政府、署長及其官員、承辦商、代理人、工人及根據本特別條件(h)款正式授權的任何人士行使權利所導致或附帶造成承批人或任何人士遭受或蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人不能對任何有關損失、損害、滋擾或干擾向政府、署長及其官員、承辦商、代理人、工人及根據本特別條件(h)款授權的任何人士要求索償。
- (j) 承批人須對進行總喉改道工程或者搭建、建造、存在、維修或保養改道總喉或本特別條件(g)款規定的工程直接或間接產生或有關的一切責任、損失、損害、索償、開支、費用、收費、索求、訴訟及司法程序始終向政府作出彌償，並確保其獲彌償保障。」

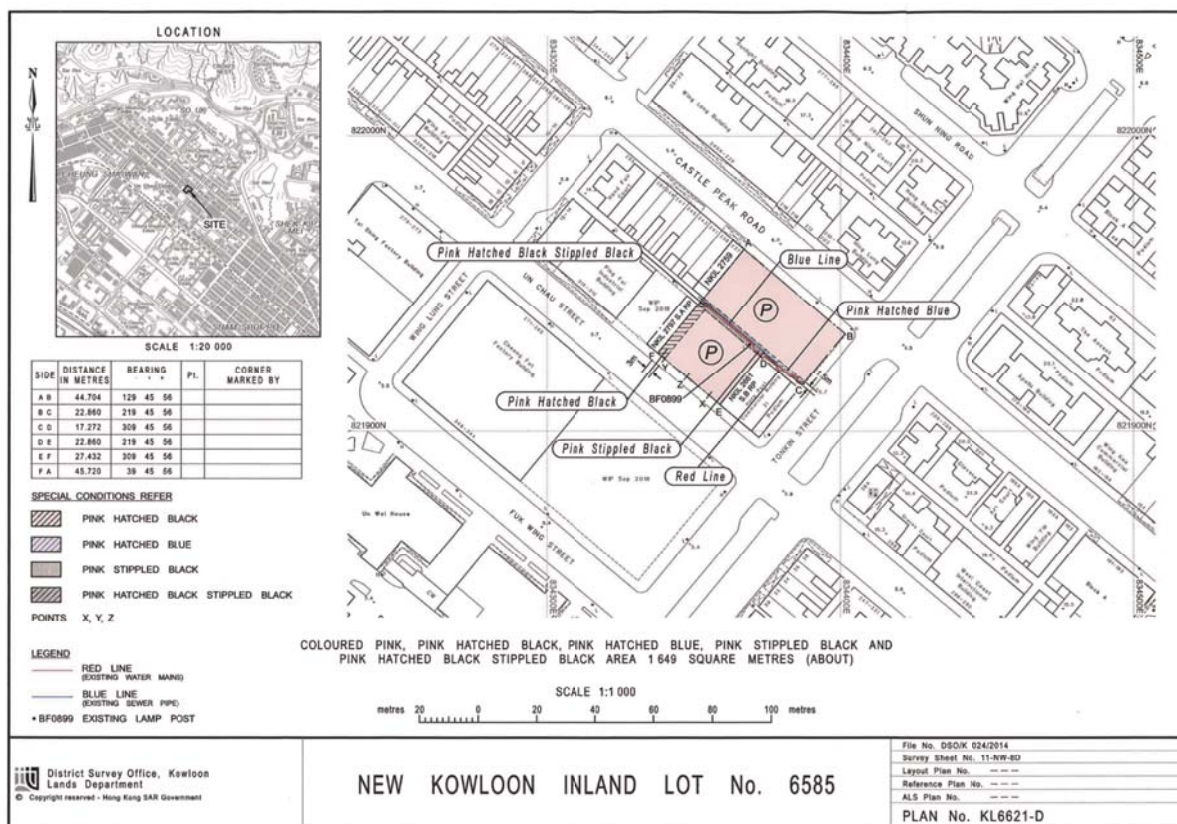
#### G. 公契中關於各項設施的條文

不適用。



## H. 顯示該等設施、休憩用地及土地中的該等部分的位置的圖則

本圖則是附錄於新九龍內地地段第6585號之批地條件第20334號的圖則的複製本，亦是本節提及的圖則。



本圖僅作顯示粉紅色加黑斜線範圍、「粉紅色加藍斜線範圍」、「粉紅色加黑斜線加黑點範圍」及「粉紅色加黑點範圍」的位置，圖中所示的其他事項未必反映其最新狀況。

在切實可行範圍內未能於本圖顯示「構築物」、「現存路徑」、「分流路徑」、「路徑設施」、「排水渠改道工程」、「改道污水管」、「總喉改道工程」及「改道總喉」的位置。

## 圖例

Pink Hatched Black = 粉紅色加黑斜線範圍

Pink Hatched Blue = 粉紅色加藍斜線範圍

Pink Hatched Black Stippled Black = 粉紅色加黑斜線加黑點範圍

Pink Stippled Black = 粉紅色加黑點範圍

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

**1. Description**

- (a) The Pink Hatched Blue Area and the Structures as respectively referred to in Special Condition Nos.(9) (a) and (9)(b)(II) of the Land Grant.
- (b) The Existing Lane (comprising the Pink Hatched Black Stippled Black Area and the Pink Stippled Black Area) referred to in Special Condition No.(10) (a) of the Land Grant.
- (c) The Diversionary Lane and the Lane Facilities as respectively referred to in Special Condition No.(10)(c)(i) and (10)(c)(ii) of the Land Grant.
- (d) The Drainage Diversion Works and the Diverted Sewer Pipe as respectively referred to in Special Condition Nos.(34)(c) and (34)(e) of the Land Grant.
- (e) The Water Mains Diversion Works and the Diverted Water Mains as respectively referred to in Special Condition Nos.(35)(b) and (35)(d) of the Land Grant.

2. The general public has the right to use the facilities mentioned in paragraphs 1(a), (b) and (c) in accordance with the Land Grant.

**B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development**

Not applicable.

**C. Open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development**

Not applicable.

**D. Any part of the land (on which the Development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)**

Not applicable.

**E. A plan that shows the location of those facilities**

Please see the plan appended at the end of this section.

**F. Provisions of the land grant that concern those facilities**

- (1) Special Condition No. (9) stipulates that:

- " (a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuses at his absolute discretion), no tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Structures as defined in sub-clause (b) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").

- (b) The Grantee shall:

- (i) on or before the 31st day of March, 2025\*\* (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay, form and surface the Pink Hatched Blue Area; and

- (II) provide and construct such culverts, pavements, sewers, drains, water mains or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that pedestrian traffic may be carried on the Pink Hatched Blue Area; and

(\*\*According to the letter dated 3 August 2020 issued by the District Lands Office/ Kowloon West, this date shall be amended to 30 September 2025.)

- (ii) manage and maintain at his own expense the Pink Hatched Blue Area together with the Structures in all respects to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government under sub-clause (f) of this Special Condition.

- (c) In the event of 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 upon the Grantee.

- (d) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f) of this Special Condition permit the Director, his officers, contractors and any persons authorized by him or them, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and for the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.

- (e) The Government, the Director, his officers, contractors, agents and any persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, agents and any persons authorized by him or them of the rights conferred under sub-clause (c) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors and any persons authorized by him or them in respect of any such loss, damage, nuisance or disturbance.



- (f) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the Structures as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (g) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (g) shall not apply to a building mortgage as provided under Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (h) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (h) shall not apply to the surrender and carving out of the Pink Hatched Blue Area as provided respectively in sub-clauses (f) and (g) of this Special Condition and a building mortgage as provided in Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof.
- (i) The Pink Hatched Blue Area or any part or parts thereof shall not be used for any purpose other than public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.
- (j) The Grantee shall, after the works referred to in sub-clause (b)(i) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the Pink Hatched Blue Area.
- (k) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (j) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (l) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (j) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (m) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (j) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(l) of the Building (Planning) Regulations, any amendment thereto and substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(l) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
- (n) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (f) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government in the event that the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof cannot be attained.

- (o) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Area."
- (2) Special Condition No. (10) stipulates that:
- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing lane within that portion of the lot shown coloured pink hatched black stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Black Stippled Black Area") and that portion of the lot shown coloured pink stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Stippled Black Area") (the Pink Hatched Black Stippled Black Area and the Pink Stippled Black Area are hereinafter collectively referred to as "the Existing Lane").
- (b) Unless and until the Existing Utilities have been removed, relayed or diverted out of the Pink Stippled Black Area pursuant to Special Condition No. (3)(b) hereof and the Grantee has fulfilled his obligations under Special Condition Nos. (10) (c), (34)(c) and (35)(b) hereof in all respects to the satisfaction of the Director, the Grantee shall:
- (i) permit the Government and all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the Existing Lane and shall ensure that such access and passage shall not be interfered with or obstructed by the carrying out of the works under sub-clause (c) of this Special Condition or otherwise; and
- (ii) manage and maintain at his own expense the Existing Lane in all respects to the satisfaction of the Director.
- (c) The Grantee shall on or before the 31st day of March, 2025\*\* (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
- (i) lay, form and surface that portion of the lot shown coloured pink hatched black on the plan annexed hereto and the Pink Hatched Black Stippled Black Area (hereinafter collectively referred to as "the Diversionary Lane"); and
- (ii) provide and construct such gullies, sewers, drains, water mains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings, access steps, stairways, ramps, and such other structures as the Director in his absolute discretion may require (hereinafter collectively referred to as "the Lane Facilities");
- so that pedestrian traffic may be carried on the Diversionary Lane.
- (\*\*According to the letter dated 3 August 2020 issued by the District Lands Office/Kowloon West, this date shall be amended to 30 September 2025.)
- (d) The Grantee shall manage and maintain at his own expense the Diversionary Lane together with the Lane Facilities in all respects to the satisfaction of the Director until such time as the whole of the Diversionary Lane has been surrendered to the Government under sub-clause (n) of this Special Condition.
- (e) The Grantee shall, after the works referred to in sub-clause (c) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Diversionary Lane to the Government in accordance with sub-clause (n) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the Diversionary Lane.
- (f) No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Lane Facilities) shall be erected or constructed or placed on, over, under, above, below or within the Diversionary Lane.
- (g) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b), (c) or (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (h) (i) The Grantee shall at all reasonable times prior to the surrender of the whole of the Diversionary Lane to the Government in accordance with sub-clause (n) of this Special Condition permit the Director, his officers, contractors and any persons authorized by him or them with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purposes of:
- (i) inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b), (c) and (d) of this Special Condition;



- (II) carrying out, inspecting, checking and supervising the works under sub-clause (g) of this Special Condition; and
- (III) laying, installing, diverting, removing, inspecting, repairing and maintaining such parts of the Services (as hereinafter defined in Special Condition No. (32) hereof) being or running upon, over or under the Diversionary Lane and the Existing Lane and carrying out any other works which the Director may consider necessary on, over, under, above, below or within the Diversionary Lane and the Existing Lane.

(ii) The Grantee shall at all reasonable times prior to the surrender of the whole of the Diversionary Lane to the Government in accordance with sub-clause (n) of this Special Condition permit the public utility companies authorized by the Government for the purposes of these Conditions, their respective officers, contractors and agents and any persons authorized by him or them with or without tools, equipment, machinery, the right of free and unrestricted ingress, egress and regress to, from and through the Diversionary Lane for the purposes of checking, laying, installing, diverting, removing, inspecting, repairing and maintaining their drain, waterway or watercourse, water main, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over or under the Diversionary Lane.

For the avoidance of doubt, the rights reserved under sub-clauses (h)(i) and (h)(ii) of this Special Condition in respect of the Pink Stippled Black Area shall cease upon fulfilment of the obligations under sub-clause (c) of this Special Condition by the Grantee in all respects to the satisfaction of the Director.

- (i) The Government, the Director, his officers, contractors, agents and any persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (c) of this Special Condition or the exercise by the Government, the Director, his officers, contractors, agents and any persons authorized by him or them of the rights conferred under sub-clause (g) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government, the Director, his officers, contractors, agents and any persons authorized by him or them in respect of any such loss, damage, nuisance or disturbance.

- (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 the Grantee's obligations under sub-clause (e) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (k) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Existing Lane, the Diversionary Lane or any part or parts thereof to the public for the right of passage.
- (l) For the avoidance of doubt,
  - (i) prior to the fulfilment of the obligation under sub-clause (c) of this Special Condition by the Grantee in all respects to the satisfaction of the Director, the Existing Lane shall not be used for any purpose other than for all members of the public to pass and repass freely in accordance with sub-clause (b)(i) of this Special Condition; and
  - (ii) thereafter the Diversionary Lane shall not be used for any purpose other than for all members of the public to pass and repass freely in accordance with the sub-clause (e) of this Special Condition.
- (m) (i) It is expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clauses (b) and (e) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto and substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (n) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.

- (n) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Diversionary Lane together with the Lane Facilities as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Diversionary Lane at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (o) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do unless and until the Grantee has at his own expense carved out the Diversionary Lane from the lot to the satisfaction of the Director provided that this sub-clause (o) shall not apply to a building mortgage as provided under Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (p) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Diversionary Lane or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (p) shall not apply to the surrender and carving out of the Diversionary Lane as provided respectively in sub-clauses (n) and (o) of this Special Condition and a building mortgage as provided in Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof.
- (q) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Diversionary Lane or any part or parts thereof pursuant to sub-clause (n) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government in the event that the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof cannot be attained.
- (r) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Existing Lane and the Diversionary Lane."
- (3) Special Condition No. (34) stipulates that:
- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing sewer pipe within the lot, the alignment of which is shown and marked by a blue line on the plan annexed hereto (hereinafter referred to as "the Existing Sewer Pipe"). Without prejudice to the generality of the provisions of General Condition Nos. 2, 3 and 4 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Sewer Pipe and no objection or claim of whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same. The Government will accept 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 Sewer Pipe. Subject to sub-clause (c) of this Special Condition, the Grantee shall not interfere with or obstruct or remove or relocate or permit or suffered to be interfered with or obstructed or removed or relocated the Existing Sewer Pipe.
- (b) The Grantee shall operate and maintain at his own expense the Existing Sewer Pipe in all respects to the satisfaction of the Director until the Existing Sewer Pipe has been diverted under sub-clause (c) of this Special Condition.
- (c) Without prejudice to the provisions of Special Condition Nos. (32) and (33) hereof, prior to commencement of any building works on the lot (other than ground investigation, the Demolition and Removal Works and site formation works), the Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out diversion works for or in connection with the Existing Sewer Pipe (hereinafter referred to as "the Drainage Diversion Works") to such location or locations with such materials and to such standard, specification and design as the Director may approve or require and complete the Drainage Diversion Works in accordance with the proposal approved by the Director under sub-clause (d) of this Special Condition in good and workmanlike manner in all respects to the satisfaction of the Director. The Government will accept 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 Sewer Pipe and the carrying out of the Drainage Diversion 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.



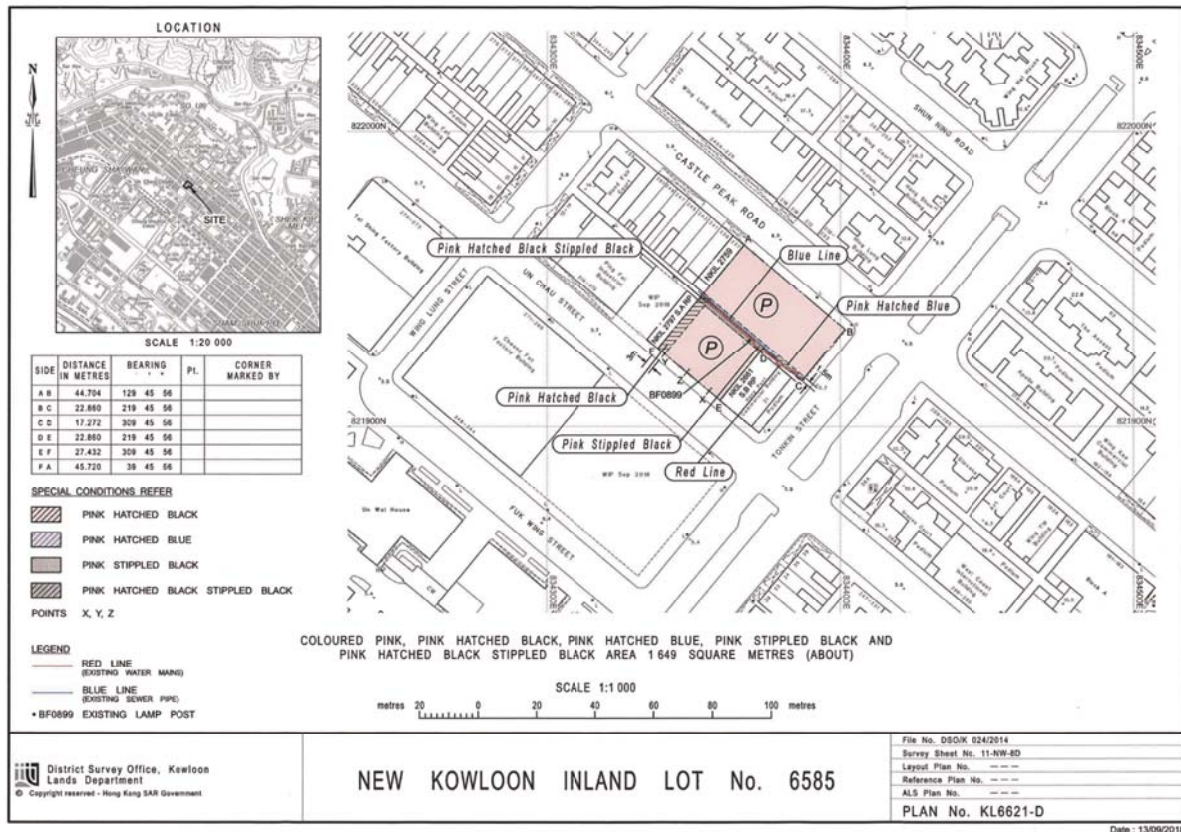
- (d) Prior to commencement of the Drainage Diversion Works, the Grantee shall at his own expense and in all respects to the satisfaction of the Director submit to the Director for his written approval a proposal for the Drainage Diversion Works and shall not carry out the Drainage Diversion Works until the Director shall have given his written approval to the proposal.
  - (e) Upon completion of the Drainage Diversion Works, the Grantee shall at his own expense operate and maintain the sewer pipe, drains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Drainage Diversion Works (hereinafter collectively referred to as "the Diverted Sewer Pipe") in good condition and in all respects to the satisfaction of the Director until the Diverted Sewer Pipe shall be handed over by the Grantee in accordance with sub-clauses (f) and (g) of this Special Condition.
  - (f) Subject to sub-clause (g) of this Special Condition, the Diverted Sewer Pipe shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted sewer Pipe shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
  - (g) In the event that the Diverted Sewer Pipe or parts thereof falls within the Pink Hatched Blue Area and the Diversionary Lane, the Diverted Sewer Pipe shall be deemed to have been handed over to the Government by the Grantee free of cost upon the surrender of the Pink Hatched Blue Area and the Diversionary Lane under Special Condition Nos. (9)(f) and (10)(n) hereof respectively.
  - (h) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b), (c) and (e) 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 shall be binding upon the Grantee.
  - (i) The Grantee shall at all times permit the Government, the Director and their officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of carrying out, inspecting, checking and supervising the Drainage Diversion Works and the works under sub-clause (h) of this Special Condition.
  - (j) The Government, the Director and their officers, contractors, agents and workmen and any persons authorized under sub-clause (i) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and their officers, contractors, agents and workmen and any persons duly authorized under sub-clause (i) of this Special Condition, and no claim whatsoever shall be made against the Government, the Director and their officers, contractors, agents and workmen and any persons authorized under sub-clause (i) of this Special Condition by the Grantee in respect of any loss, damage, nuisance or disturbance.
  - (k) The Grantee shall at all times indemnify and keep indemnified the Government 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 carrying out of the Drainage Diversion Works or the erection, construction, presence, repair or maintenance of the Diverted Sewer Pipe or the works under sub-clause (h) of this Special Condition."
- (4) Special Condition No. (35) stipulates that:
- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there are existing water mains within the lot, the alignments of which are shown and marked by red lines on the plan annexed hereto (hereinafter referred to as "the Existing Water Mains"). Without prejudice to the generality of the provisions of General Condition Nos. 2, 3 and 4 hereof the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Water Mains and no objection or claim of whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same. The Government will accept 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 Mains. Subject to sub-clause (b) of this Special Condition, the Grantee shall not interfere with or obstruct or remove or relocate or permit or suffered to be interfered with or obstructed or removed or relocated the Existing Water Mains.

- (b) Without prejudice to the provisions of Special Condition No. (32) hereof, prior to commencement of any building works on the lot (other than ground investigation, the Demolition and Removal Works and site formation works), the Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out diversion works for or in connection with the Existing Water Mains (hereinafter referred to as "the Water Mains Diversion Works") to such location or locations with such materials and to such standard, specification and design as the Director may approve or require and complete the Water Mains Diversion works in accordance with the proposal approved by the Director under sub-clause (c) of this Special Condition in good and workmanlike manner in all respects to the satisfaction of the Director. The Government will accept 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 Mains and the carrying out of the Water Mains Diversion 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.
  - (c) Prior to commencement of the water Mains Diversion works, the Grantee shall at his own expense and in all respects to the satisfaction of the Director submit to the Director for his written approval a proposal for the Water Mains Diversion Works and shall not carry out the Water Mains Diversion Works until the Director shall have given his written approval to the proposal.
  - (d) Upon completion of the Water Mains Diversion Works, the Grantee shall at his own expense maintain the water mains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Water Mains Diversion Works (hereinafter collectively referred to as "the Diverted Water Mains") in good condition and in all respects to the satisfaction of the Director until the Diverted Water Mains shall be handed over by the Grantee in accordance with sub-clauses (e) and (f) of this Special Condition.
  - (e) Subject to sub-clause (f) of this Special Condition, the Diverted Water Mains shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted Water Mains shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
  - (f) In the event that the Diverted Water Mains or parts thereof fall within the Pink Hatched Blue Area and the Diversionary Lane, the Diverted Water Mains shall be deemed to have been handed over to the Government by the Grantee free of cost upon the surrender of the Pink Hatched Blue Area and the Diversionary Lane under Special Condition Nos. (9)(f) and (10)(n) hereof respectively.
  - (g) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b) and (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
  - (h) The Grantee shall at all times permit the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of:
    - (i) inspecting, operating, maintaining and repairing the Existing Water Mains prior to the completion of the Water Mains Diversion Works; and
    - (ii) carrying out, inspecting, checking and supervising the Water Mains Diversion Works and the works under sub-clause (g) of this Special Condition.
  - (i) The Government, the Director and his officers, contractors, agents and workmen and any persons authorized under sub-clause (h) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (h) of this Special Condition, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors, agents and workmen and any persons authorized under sub-clause (h) of this Special Condition by the Grantee in respect of any such loss, damage, nuisance or disturbance.
  - (j) The Grantee shall at all times indemnify and keep indemnified the Government 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 carrying out of the Water Mains Diversion Works or the erection, construction, presence, repair or maintenance of the Diverted Water Mains or the works under sub-clause (g) of this Special Condition."
- G. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land**
- Not Applicable.



## H. A plan that shows the location of these facilities and open spaces, and those parts of the land

This plan is a reproduction of the plan as annexed to Conditions of Grant No. 20334 of New Kowloon Inland Lot No. 6585, and is the plan referred to in this section.



This plan is for showing the locations of the pink hatched black area, the Pink Hatched Blue Area, the Pink Stippled Black Area and the Pink Hatched Black Stippled Black Area only. Other matters shown in this plan may not reflect their latest condition.

It is not practicable to show the Structures, the Existing Lane, the Diversionary Lane, the Lane Facilities, the Drainage Diversion Works, the Diverted Sewer Pipe, the Water Mains Diversion Works and the Diverted Water Mains on the plan.

## Legends

Pink Hatched Black = pink hatched black area

Pink Hatched Blue = Pink Hatched Blue Area

Pink Hatched Black Stippled Black = Pink Hatched Black Stippled Black Area

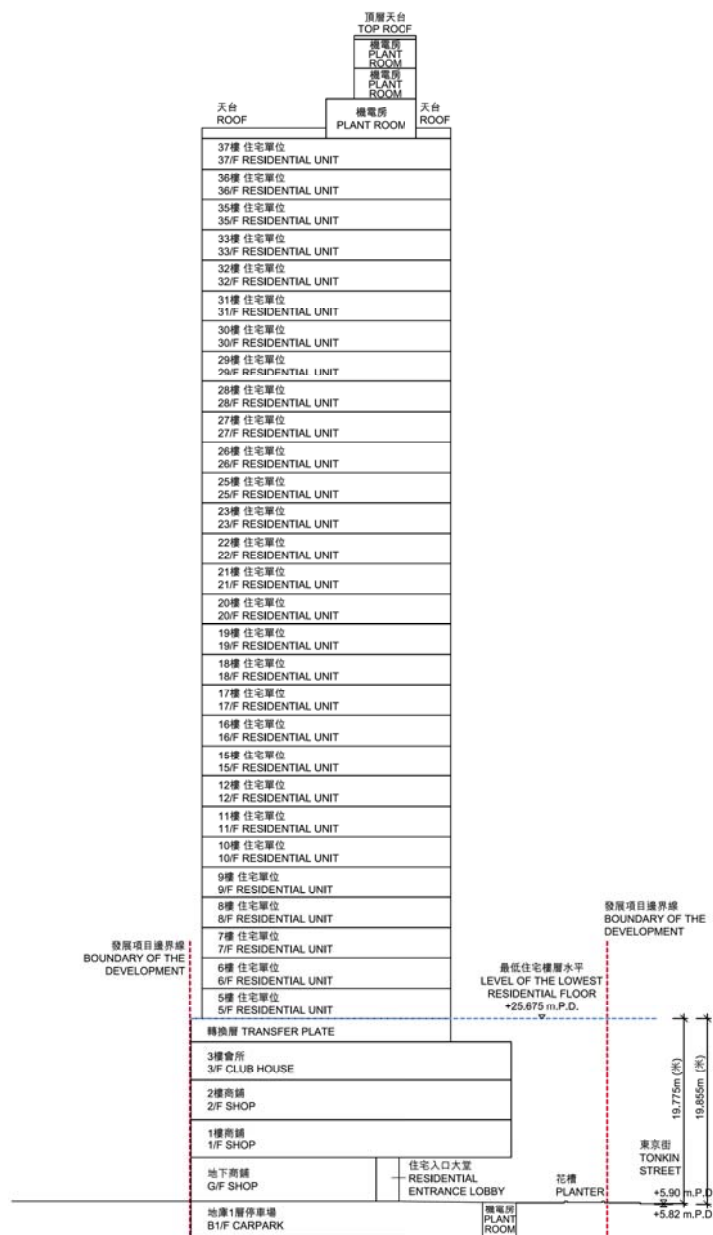
Pink Stippled Black = Pink Stippled Black Area

- (1) 在此建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。
  - (2) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見；
  - (3) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突 —
    - (i) 該律師事務所可能不能夠保障買方的利益；及
    - (ii) 買方可能要聘用一間獨立的律師事務所；及
  - (4) 如屬(3)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。
- (1) The purchaser is hereby recommend to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
  - (2) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser;
  - (3) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser —
    - (i) that firm may not be able to protect the purchaser's interests; and
    - (ii) the purchaser may have to instruct a separate firm of solicitors; and
  - (4) In the case of paragraph (3)(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.



橫截面圖 A-A

CROSS-SECTION PLAN A-A



毗鄰建築物的一段東京街為香港主水平基準以上5.82米至5.90米。

The part of Tonkin Street adjacent to the building is 5.82 metres to 5.90 metres above the Hong Kong Principal Datum.

#### 圖例 Legend

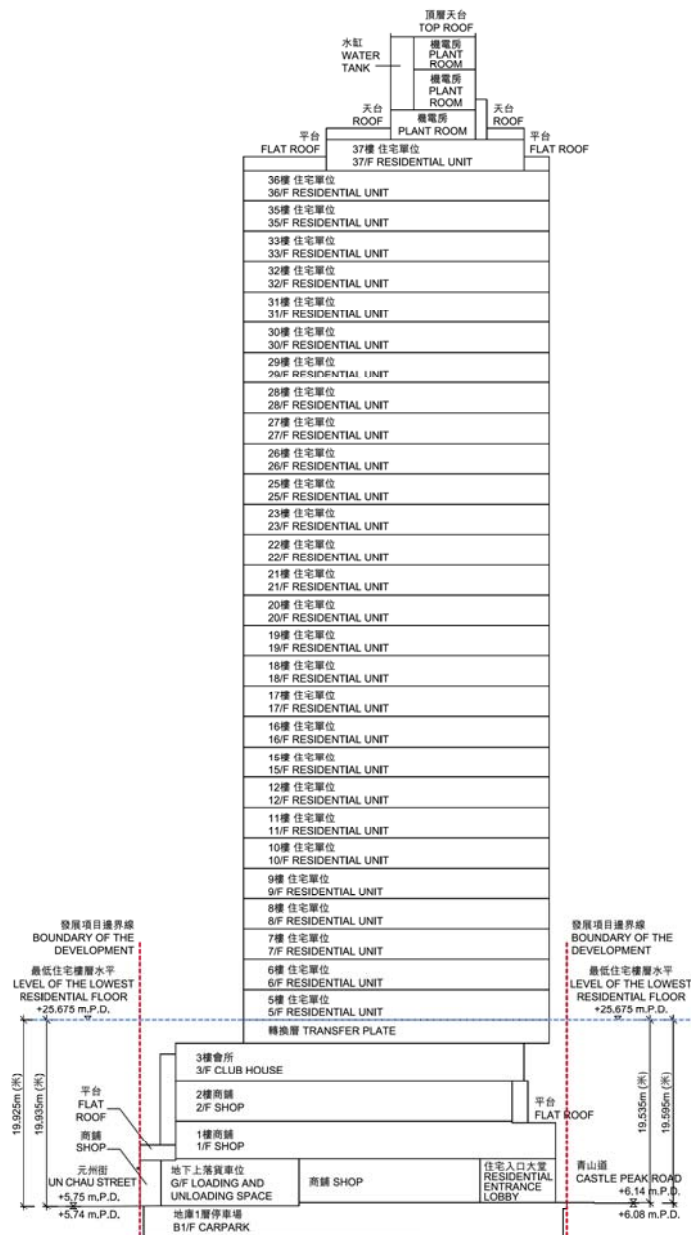
- 虛線為該建築物最低住宅層水平  
Dotted line denotes the level of the lowest residential floor of the building
- ▽— 香港主水平基準以上高度(米)  
Height in metres above the Hong Kong Principal Datum (m.P.D.)
- 發展項目的界線  
Boundary of the Development

#### 索引圖 Key Plan



## 橫截面圖 B-B

## CROSS-SECTION PLAN B-B



毗鄰建築物的一段青山道為香港主水平基準以上6.08米至6.14米。

The part of Castle Peak Road adjacent to the building is 6.08 metres to 6.14 metres above the Hong Kong Principal Datum.

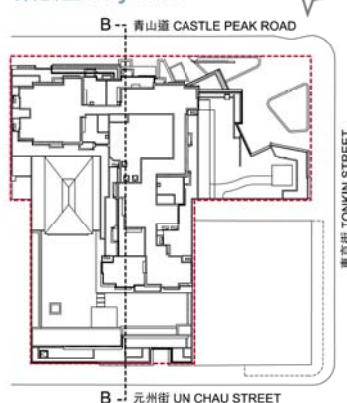
毗鄰建築物的一段元州街為香港主水平基準以上5.74米至5.75米。

The part of Un Chau Street adjacent to the building is 5.74 metres to 5.75 metres above the Hong Kong Principal Datum.

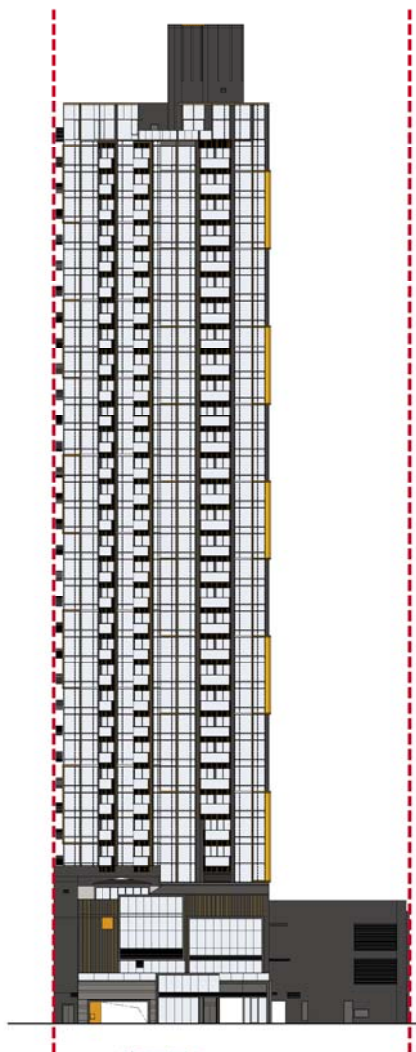
## 圖例 Legend

- 虛線為該建築物最低住宅層水平  
Dotted line denotes the level of the lowest residential floor of the building
- ▽— 香港主水平基準以上高度(米)  
Height in metres above the Hong Kong Principal Datum (m.P.D.)
- 發展項目的界線  
Boundary of the Development

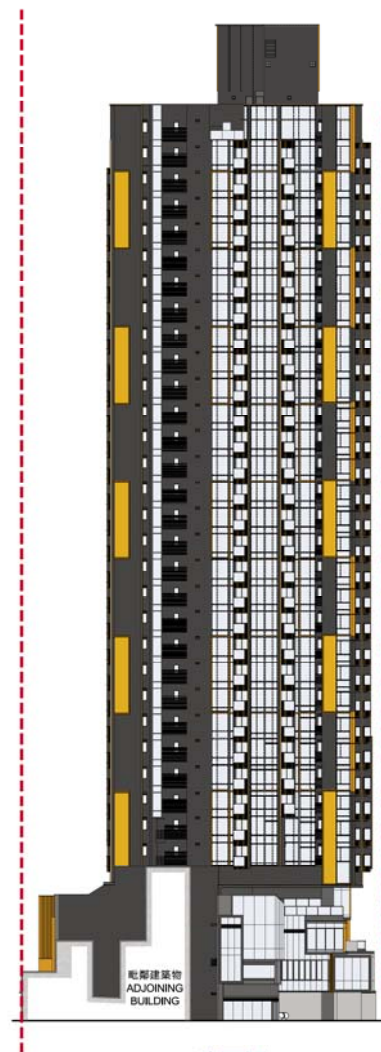
## 索引圖 Key Plan





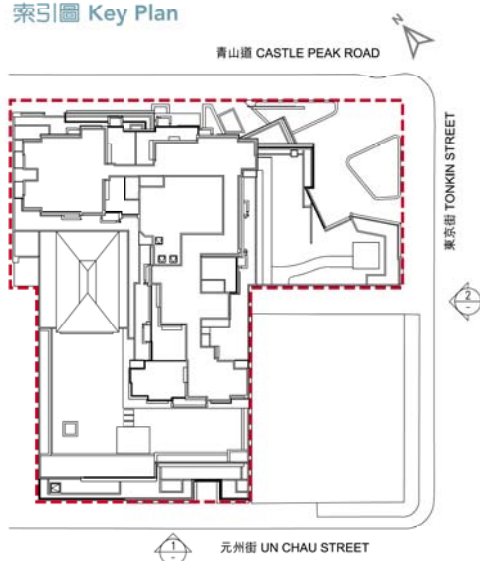


立面圖 1  
Elevation Plan 1



立面圖 2  
Elevation Plan 2

### 索引圖 Key Plan




發展項目的認可人士已證明本立面圖所顯示的立面：

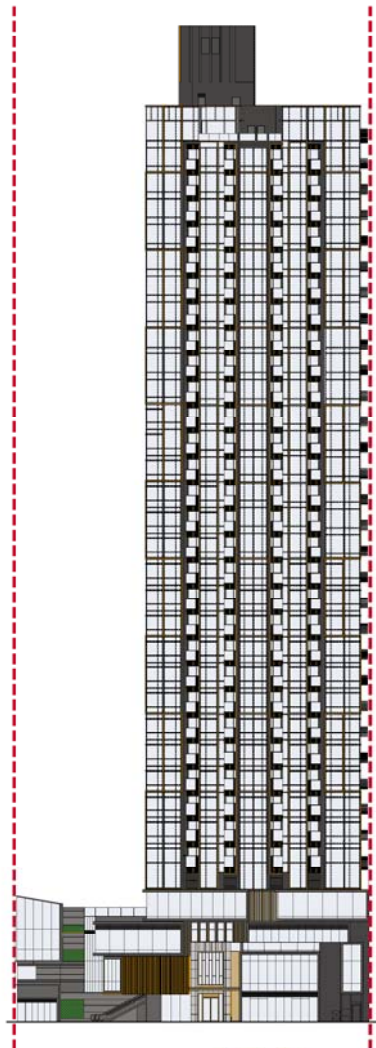
1. 以2021年11月11日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

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

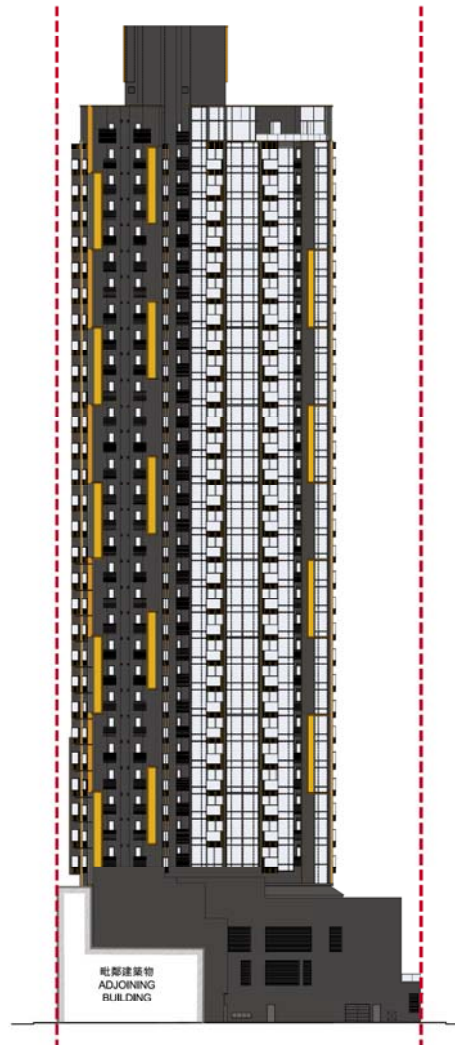
1. are prepared on the basis of the approved building plans for the Development as of 11th November 2021; and
2. are in general accordance with the outward appearance of the Development.

### 圖例 Legend

-  發展項目的界線  
Boundary of the Development

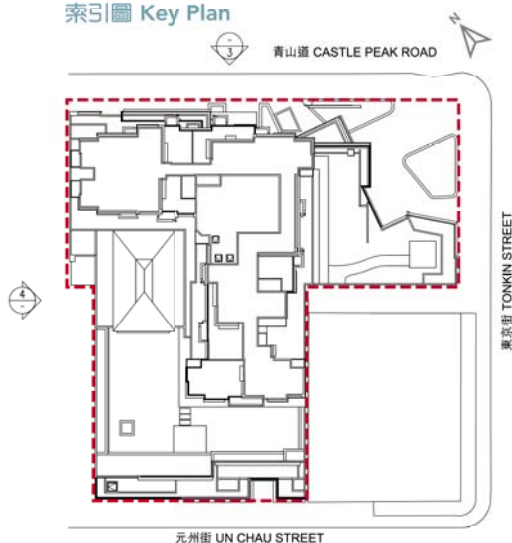


立面圖 3  
Elevation Plan 3



立面圖 4  
Elevation Plan 4

## 索引圖 Key Plan



發展項目的認可人士已證明本立面圖所顯示的立面：

1. 以2021年11月11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. 大致上與該項目的外觀一致。

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 11th November 2021; and
2. are in general accordance with the outward appearance of the Development.

## 圖例 Legend

- 發展項目的界線  
Boundary of the Development



公用設施 Common Facilities	位置 Location	有上蓋遮蓋之面積 Covered Area		沒有上蓋遮蓋之面積 Uncovered Area	
		平方米 sq. m.	平方呎 sq. ft.	平方米 sq. m.	平方呎 sq. ft.
(a) 住客會所(包括供住客使用的任何康樂設施) Residents' Clubhouse (including any recreational facilities for residents' use)	3樓 3/F	551.195	5933	431.666	4646
(b) 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其他名稱) 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)	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
(c) 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) 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)	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable

備註：上述以平方呎顯示的面積由以平方米顯示之面積以1平方米=10.764平方呎換算平方呎之方法計算得出，並四捨五入至整數，與平方米表述之面積可能有些微差異。

Note: 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 off to the nearest whole square foot, which may be slightly different from that shown in square metre.

1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 [www.ozp.tpb.gov.hk](http://www.ozp.tpb.gov.hk)
2. (a) 以下文件的文本存放在發售有關住宅物業的售樓處，以供閱覽 –  
本住宅物業的每一公契在將本住宅物業提供出售的日期的最新擬稿。  
(b) 無須為閱覽付費。

1. Copies of outline zoning plans relating to the Development are available for inspection at [www.ozp.tpb.gov.hk](http://www.ozp.tpb.gov.hk).
2. (a) Copies of the following document are available for inspection at the place at which the residential property is offered to be sold –  
the latest draft of every deed of mutual covenant in respect of the residential property at the date on which the residential property is offered to be sold.  
(b) The inspection is free of charge.



### 1. 外部裝修物料

		描述	
(a)	外牆	裝修物料的類型	基座平台：主要為石料覆蓋層、瓷磚、鋁板覆蓋層及玻璃幕牆 住宅大樓：主要為瓷磚、鋁板覆蓋層及玻璃幕牆
(b)	窗	框的用料	氟化碳噴塗鋁質窗框
		玻璃的用料	客廳／飯廳、睡房及儲物室窗為中空玻璃 浴室窗為夾層磨砂玻璃(如適用)
(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	裝修物料的類型	露台：裝有鋁質框鑲夾層有色玻璃欄河及鋁質頂欄 地台：瓷磚 牆身：瓷磚、鋁板覆蓋層 天花：鋁質假天花及外牆油漆 陽台：不適用
		是否有蓋	露台設有上蓋
(f)	乾衣設施	類型	開合式晾衣架
		用料	不鏽鋼

### 2. 室內裝修物料

			牆壁	地板	天花板	
(a)	大堂	地下住宅入口大堂裝修物料的類型	外露牆身鋪砌天然石、不鏽鋼飾面板、不皮飾面及玻璃飾面	天然石	石膏板髹乳膠漆、木皮飾面及鋁質假天花	
		公用升降機大堂裝修物料的類型	外露牆身鋪砌瓷磚、不鏽鋼飾面板及膠板飾面	瓷磚	石膏板髹乳膠漆及不鏽鋼飾面板假天花	
(b)	內牆及天花板		牆壁	天花板		
		客廳 / 飯廳的裝修物料的類型	乳膠漆	乳膠漆		
		睡房的裝修物料的類型	乳膠漆	乳膠漆		
(c)	內部地板		地板	牆腳線		
		客廳 / 飯廳的用料	外露地台鋪砌瓷磚	木腳線		
		睡房的用料	外露地台鋪砌瓷磚	木腳線		
(d)	浴室		牆壁	地板	天花板	
		裝修物料的類型	外露牆身鋪砌瓷磚及玻璃飾面	外露地台鋪砌瓷磚	石膏板假天花髹乳膠漆	
		牆壁的裝修物料是否鋪至天花板	裝修物料鋪至假天花底			
(e)	廚房 / 開放式廚房		牆壁	地板	天花板	灶台
		裝修物料的類型	外露牆身鋪砌玻璃飾面(5樓及6樓A單位除外)	外露地台鋪砌瓷磚	石膏板假天花髹乳膠漆	人造石
			外露牆身鋪砌瓷磚及玻璃飾面(只適用於5樓及6樓A單位)	外露地台鋪砌瓷磚	石膏板假天花髹乳膠漆	人造石
		牆壁的裝修物料是否鋪至天花板	裝修物料鋪至假天花底			

### 3. 室內裝置

			用料	裝修物料	配件		
(a)	門	單位大門	防火實芯木掩門	木皮飾面	電子門鎖、防盜眼、門鼓及門擋		
		露台門	氟化碳噴塗鋁質框門	鋼化玻璃	門鎖		
		工作平台門	氟化碳噴塗鋁質框門	鋼化玻璃	門鎖		
		私人平台門（如適用）	防火實芯木掩門	金屬飾面、木皮飾面及防火玻璃	門鎖及門鼓		
			氟化碳噴塗鋁質框門	鋼化玻璃	門鎖		
		廚房門（如適用）	防火實芯木掩門	膠板飾面及防火玻璃	門鼓及門擋		
		睡房門	鑽孔實芯木掩門	膠板飾面	金屬門框連橡膠墊、磁性門鎖及門擋		
		浴室門	鑽孔實芯木掩門	膠板飾面及鉛質百葉（如適用）	金屬門框連橡膠墊、磁性門鎖及門擋		
		儲物室門（如適用）	鑽孔實芯木掩門	膠板飾面	金屬門框連橡膠墊、磁性門鎖及門擋		
(b)	浴室	裝置及設備		類型	用料		
		(i) 裝置及設備的類型及用料	櫃	洗手盆櫃	木製櫃配木飾面、膠板飾面及不鏽鋼飾面		
				鏡櫃	木製櫃配木飾面、膠板飾面、鏡及不鏽鋼飾面		
			潔具	洗手盆水龍頭	粉末塗層黃銅		
				洗手盆	人造石		
				座廁	搪瓷		
				廁紙架	粉末塗層金屬		
				淋浴間	強化玻璃		
				浴室設備	隨樓附送之設備及品牌，請參閱《設備說明表》		
		(ii) 供水系統的類型及用料	冷水喉	銅喉			
			熱水喉	隔熱絕緣保護之銅喉			
		(iii) 沐浴設施（包括花灑或浴缸，如適用）	花灑	花灑龍頭及花灑套裝	粉末塗層黃銅		
			浴缸	不適用	不適用		
		(iv) 浴缸大小（如適用）		不適用			
		(c)	廚房 / 開放式廚房		用料		
				(i) 洗滌盆	不鏽鋼		
(ii) 供水系統	冷水喉採用銅喉，熱水喉採用隔熱絕緣保護之銅喉						
	用料			裝修物料			
(iii) 廚櫃	木製廚櫃配檯面			膠板飾面、人造石及玻璃			
(iv) 所有其他裝置及設備的類型	消防裝置及設備			開放式廚房內或附近的天花裝置煙霧探測器及消防花灑頭(5樓及6樓A單位除外)			
	其他裝置			鍍鉻洗滌盆水龍頭			
	其他設備			隨樓附送之設備及品牌，請參閱《設備說明表》			
(d)	睡房				裝置	類型	用料
		裝置（包括嵌入式衣櫃）的類型及用料	嵌入式衣櫃	不適用	不適用		
			其他裝置	不適用	不適用		
(e)	電話	接駁點的位置及數目	請參閱《機電裝置位置及數量說明表》				
(f)	天線	接駁點的位置及數目	請參閱《機電裝置位置及數量說明表》				



### 3. 室內裝置

			裝置	類型	用料
(g)	電力裝置	(i) 供電附件 (包括安全裝置)	供電附件	提供所有電掣及插座之面板	
			安全裝置	單相電力並裝妥微型斷路器配電箱 (37樓A、B、C及D單位除外) 三相電力並裝妥微型斷路器配電箱 (只適用於37樓A、B、C及D單位)	
		(ii) 導管是隱藏或外露	導管是部份隱藏或部份外露 <sup>1</sup>		
		(iii) 電插座及空調機接駁點的位置及數目	請參閱《機電裝置位置及數量說明表》		
(h)	氣體供應	類型	煤氣		
		系統	提供煤氣喉接駁煤氣煮食爐及煤氣熱水爐		
		位置	請參閱《機電裝置位置及數量說明表》		
(i)	洗衣機接駁點	位置	請參閱《機電裝置位置及數量說明表》		
		設計	設有洗衣機來水及去水接駁喉位		
(j)	供水	水管的用料	冷水喉採用銅喉，熱水喉採用隔熱絕緣保護之銅喉		
		水管是隱藏或外露	水管是部份隱藏及部份外露 <sup>2</sup>		
		有否熱水供應	廚房 / 開放式廚房及浴室供應熱水		

備註：1. 除部分隱藏於混凝土內之導管外，其他部分的導管均為外露。外露的導管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋或掩藏。

2. 除部分隱藏於混凝土內之水管外，其他部分的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋或掩藏。

### 4. 雜項

				住宅升降機	
(a)	升降機	(i) 品牌名稱及產品型號	品牌名稱	奧的斯	
			產品型號	OH5000	
		(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	地下、3樓、5至12樓、15至23樓、25至33樓及35至37樓	
(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	各住宅層設有垃圾及物料回收室，地下設有垃圾及物料回收房		
(d)	水錶、電錶及氣體錶		水錶	電錶	氣體錶
		(i) 位置	每層之公共水錶櫃	每層之公共電錶房	以下單位的氣體錶設於露台高位：7至12樓、15至23樓、25至33樓及35及36樓A及B單位 以下單位的氣體錶設於私人平台高位：37樓A至F單位 除以上住宅單位外，所有其他單位的氣體錶均設於露台的假天花內
		(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。

### 5. 保安設施

保安系統及設備	入口通道控制及保安系統	地下住宅入口大堂設有門禁系統（使用八達通、藍牙或二維碼）連視像對講機
	閉路電視	地下住宅入口大堂、所有升降機內及公用空間均設有閉路電視系統連接地下大堂接待處及3樓管理處
嵌入式的設備的細節	各住宅單位均設有視像對講機，並直接連接地下住宅入口大堂之對講機系統	
嵌入式的設備的位置	請參閱《機電裝置位置及數量說明表》	

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。

### 6. 設備說明表(5樓至37樓)

位置	設備	適用住宅物業	品牌	型號	
				室內機	室外機
客廳 / 飯廳	分體式冷氣機	5樓C單位 6樓D單位	大金	FTKA35BV1H	RKA35AV1H
		5樓B、E、F及J單位 6樓B、C、F、G及K單位 37樓E及F單位	大金	FTKA50BV1H	RKA50AV1H
		5樓A、C、G及H單位 6樓A、D、H及J單位 7至12樓、15至23樓、25至33樓及35至36樓 所有單位	大金	CTKC35RVMN	MKC70SVMN #1
		5樓D單位 6樓E單位	大金	CTXM35RVMN #5a	4MXM80RVMA #5b
		37樓A、B、C及D單位	大金	CTXM50RVMN	5MXM100RVMA #2
		5樓及6樓A單位	大金	CTXM50RVMN	5MXM100RVMA #3
睡房 1	分體式冷氣機	5樓B、E、F、G、H及J單位 6樓B、C、F、G、H、J及K單位 7至12樓、15至23樓、25至33樓及35至36樓 所有單位	大金	FTKA25BV1H	RKA25BV1H
		5樓D單位 6樓E單位	大金	FTKA35BV1H	RKA35AV1H
		5樓A、C、G及H單位 6樓A、D、H及J單位	大金	CTKC25RVMN	MKC70SVMN #1
		37樓E及F單位	大金	CTKC35RVMN	MKC70SVMN #4
		37樓A、B、C及D單位	大金	CTXM35RVMN	5MXM100RVMA #2
睡房 2	分體式冷氣機	5樓C及D單位 6樓D及E單位	大金	FTKA25BV1H	RKA25BV1H
		5樓及6樓A單位	大金	CTKC25RVMN	5MXM100RVMA #3
		7至12樓、15至23樓、25至33樓及35至36樓 所有單位	大金	CTKC25RVMN	MKC70SVMN #1
		37樓所有單位	大金	CTKC25RVMN	MKC70SVMN #4
睡房 3	分體式冷氣機	5樓及6樓A單位	大金	FTKA35BV1H	RKA35AV1H
		37樓A、B、C及D單位	大金	CTKC25RVMN	MKC70SVMN #4
儲物室	分體式冷氣機	7至12樓、15至23樓、25至33樓及35至36樓 A單位 37樓E及F單位	大金	FTKA25BV1H	RKA25BV1H

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 / #3 / #4 此型號為多聯分體式冷氣機室外機，並與同一住宅物業內其他位置同樣標示為#1 / #2 / #3 / #4的多聯分體式冷氣機室外機為同一台裝置。

#5a 此型號為多聯分體式冷氣機室內機，在相關住宅物業內同一位置共裝設兩台室內機裝置。

#5b 此型號為多聯分體式冷氣機室外機，為同一台室外機裝置接聯裝設在相關住宅物業內同一位置的標示為#5a的兩台室內機裝置。



### 6. 設備說明表(5樓至37樓)

位置	設備	適用單位	品牌	型號 (如有)
廚房 / 開放式廚房	抽氣扇	5樓及6樓A單位	GELEC	DPT15-42B
	雙頭煮食爐	所有單位	Mia Cucina	MY32C
	單頭煮食爐	5樓及6樓A單位 37樓A、B、C、D、E及F單位	Mia Cucina	MY31C
	嵌入式微波爐	5至12樓、15至23樓、25至33樓及 35至36樓所有單位	西門子	BF525LM80H
		37樓A、B、C、D、E及F單位	Miele	M2234SC
	抽油煙機	所有單位	西門子	LI67SA531B
	嵌入式雪櫃	5至12樓、15至23樓、25至33樓及 35至36樓所有單位 (5樓及6樓A單位除外)	Rosieres	RSOP122
		5樓及6樓A單位	西門子	KI86NAF31K
		37樓A、B、C、D、E及F單位	Miele	KFNS 37232 iD
	洗衣乾衣機	5至12樓、15至23樓、25至33樓及 35至36樓所有單位	Mia Cucina	BUWD85
		37樓A、B、C、D、E及F單位	西門子	WK14D321HK
	即熱式熱水爐	37樓A、B、C及D單位	斯寶亞創	DHM6
	煤氣熱水爐	36樓B單位	TGC	TRJW222TFQL
浴室	煤氣熱水爐	7至12樓、15至23樓、25至33樓及 35樓A、B單位 36樓A單位 37樓A、B、C、D、E及F單位	TGC	TRJW222TFQL
	抽氣扇	所有單位	GELEC	DPT10-23B
露台	煤氣熱水爐	5至12樓、15至23樓、25至33樓及 35至36樓所有單位 (7至12樓、15至23樓、25至33樓及 35至36樓所有A、B單位除外)	TGC	RBOX16QR / RBOX16QL

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。

### 1. Exterior finishes

		Description	
(a)	External wall	Type of finishes	Podium: Mainly finished with stone cladding, ceramic tiles, aluminium cladding and curtain wall
			Residential Tower: Mainly finished with ceramic tiles, aluminium cladding and curtain wall
(b)	Window	Material of frame	Fluorocarbon coated aluminium frame
		Material of glass	Insulated glass unit (IGU) for windows of living room / dining room, bedroom and store room Laminated frosted glass for bathroom (if applicable)
(c)	Bay window	Material of bay window	Not applicable
		Finishes of window sill	Not applicable
(d)	Planter	Type of finishes	Not applicable
(e)	Verandah or balcony	Type of finishes	Balcony: Installed with aluminium framed laminated glass balustrade with fritted pattern with aluminium top rail Floor: Ceramic tiles Wall: Ceramic tiles, aluminium cladding Ceiling: Aluminium false ceiling and external wall paint Verandah: Not applicable
		Whether it is covered	Balcony is covered
(f)	Drying facilities for clothing	Type	Foldable clothes rack
		Material	Stainless steel

### 2. Interior finishes

			Wall	Floor	Ceiling
(a)	Lobby	G/F residential entrance lobby finishes	Natural stone, stainless steel panel, wood veneer panels and glass to exposed surface	Natural Stone	Gypsum board with emulsion paint, wood veneer panels and aluminum false ceiling
		Common lift lobby finishes	Porcelain tiles, stainless steel panel and plastic laminate panels to exposed surface	Tiles	Gypsum board with emulsion paint and stainless steel panels false ceiling
(b)	Internal wall and ceiling		Wall	Ceiling	
		Living room / dining room finishes	Emulsion paint	Emulsion paint	
		Bedroom finishes	Emulsion paint	Emulsion paint	
(c)	Internal floor		Floor	Skirting	
		Material of living room / dining room	Porcelain tiles	Timber skirting	
		Material of bedroom	Porcelain tiles	Timber skirting	
(d)	Bathroom		Wall	Floor	Ceiling
		Type of finishes	Porcelain tiles and glass to exposed surface	Porcelain tiles	Gypsum board false ceiling with emulsion paint
		Whether the wall finishes run up to ceiling	Wall finishes up to false ceiling level		



### 2. Interior finishes

			Wall	Floor	Ceiling	Cooking Bench
(e)	Kitchen / Open Kitchen	Type of finishes	Glass to exposed surface (except Flats A of 5/F - 6/F)	Porcelain Tile to exposed surface	Gypsum board false ceiling with emulsion paint	Solid surface artificial stone
			Porcelain tiles and glass to exposed surface (For Flats A of 5/F - 6/F)	Porcelain Tile to exposed surface	Gypsum board false ceiling with emulsion paint	Solid surface artificial stone
		Whether the wall finishes run up to ceiling	Wall finishes up to false ceiling level			

### 3. Interior fittings

			Material	Finishes	Accessories
(a)	Doors	Main entrance door	Fire-resistant solid core timber swing door	Wood veneer	Electrical lockset, eye viewer, door closer and door stopper
		Balcony door	Fluorocarbon coated aluminium framed door	Tempered glass	Lockset
		Utility platform door	Fluorocarbon coated aluminium framed door	Tempered glass	Lockset
		Door to private flat roof (if applicable)	Fire-resistant solid core timber swing door	Metal finish, wood veneer finish and fire rated glass	Lockset and door closer
			Fluorocarbon coated aluminium framed door	Tempered glass	Lockset
		Kitchen door (Flats A on 5/F to 6/F)	Fire-resistant solid core timber swing door	Plastic laminate finish and fire rated glass	Door closer and door stopper
		Bedroom door	Perforated solid core timber swing door	Plastic laminate finish	Metal door frame with rubber gasket, magnetic lockset and door stopper
		Bathroom door	Perforated solid core timber swing door	Plastic laminate finish and aluminium louver (if applicable)	Metal door frame with rubber gasket, magnetic lockset and door stopper
		Store room door (if applicable)	Perforated solid core timber swing door	Plastic laminate finish	Metal door frame with rubber gasket, magnetic lockset and door stopper

### 3. Interior fittings

(b)	Bathroom	Fittings & Equipments		Type	Material	
		(i) Type and material of fittings and equipment	Cabinet	Basin counter	Timber cabinet with stainless steel, wood veneer and plastic laminate finish	
				Mirror cabinet	Timber cabinet with stainless steel, mirror, wood veneer and plastic laminate finish	
			Bathroom fittings	Basin mixer	Powder-coated brass	
				Wash basin	Solid surface artificial stone	
				Water closet	Vitreous china	
				Paper holder	Powder-coated metal	
				Shower compartment	Tempered glass	
			Bathroom appliances	For the appliances provision and brand name, please refer to the "Appliance Schedule"		
		(ii) Type and material of water supply system			Cold water supply	Copper water pipes
					Hot water supply	Copper water pipes with thermal insulation
		(iii) Type and material of bathing facilities (including shower or bath tub, if applicable)	Shower	Shower set	Powder-coated brass	
			Bath tub	Not applicable	Not applicable	
		(iv) Size of bath tub, if applicable			Not applicable	
(c)	Kitchen / Open Kitchen		Material			
		(i) Sink unit	Stainless steel			
		(ii) Water supply system	Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply			
			Material	Finishes		
		(iii) Kitchen cabinet	Timber kitchen cabinet fitted with countertop	Plastic laminate, solid surface artificial stone and glass		
		(iv) Type of all other fittings and equipment	Fire service installations and equipment	Ceiling-mounted smoke detector and sprinkler head and fitted in or near open kitchen (except Flats A of 5/F - 6/F)		
			Other fittings	Chrome plated sink mixer		
			Other equipment	For the appliances provision and brand name, please refer to the "Appliance Schedule"		



### 3. Interior fittings

			Fittings	Type	Material
(d)	Bedroom	Type and material of fittings (including built-in wardrobe)	Built-in Wardrobe	Not applicable	Not applicable
			Other fittings	Not applicable	Not applicable
(e)	Telephone	Location and number of connection points	Please refer to the "Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties"		
(f)	Aerials	Location and number of connection points	Please refer to the "Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties"		
(g)	Electrical installations	(i) Electrical fittings (including safety devices)	Electrical fittings	Faceplate for all switches and power sockets	
			Safety devices	Single phase electricity supply with miniature circuit breaker distribution board (except Flats A, B, C and D on 37/F) Three phase electricity supply with miniature circuit breaker distribution board (for Flats A, B, C and D on 37/F)	
		(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed <sup>1</sup>		
		(iii) Location and number of power points and air-conditioner points	Please refer to the "Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties"		
(h)	Gas supply	Type	Towngas		
		System	Gas supply pipe is provided and connected to gas hob and gas water heater.		
		Location	Please refer to the "Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties"		
(i)	Washing machine connection point	Location	Please refer to the "Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties"		
		Design	Drain point and water point are provided for washing machine		
(j)	Water supply	Material of water pipes	Copper water pipes for cold water supply and copper water pipes with thermal insulation for hot water supply		
		Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed <sup>2</sup>		
		Whether hot water is available	Hot water supply to kitchen / open kitchen and bathroom		

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

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

### 4. Miscellaneous

				Residential lift		
(a)	Lifts	(i) Brand name and model number	Brand name	OTIS		
			Model number	OH5000		
		(ii) Number and floors served by them	Number of lifts	Three		
			Floor served by the lifts	G/F, 3/F, 5/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 37/F		
(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 provided on G/F			
(d)	Water meter, electricity meter and gas meter		Water meter	Electricity meter	Gas meter	
		(i) Location	Common water meter cabinet on each floor	Common electric meter room on each floor	At high level of balcony for the following Flats: Flats A and B on 7/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F At high level of private flat roof for the following Flats: Flats A to F on 37/F Inside the false ceiling at the balcony for all other Flats except the above	
		(ii) Whether they are separate or communal meters for residential properties	Separate meter	Separate meter	Separate meter	

### 5. Security facilities

Security system and equipment	Access control and security system	Access control system (using Octopus card, Bluetooth or QR code) with video intercom is installed at the residential entrance lobby on G/F
	CCTV	CCTV system is provided at residential entrance lobby on G/F, all lifts and common areas, connecting to the caretaker's counter on G/F and management office on 3/F
Details of built-in provisions	Video door phone in each residential unit is connected to the visitor panel at residential entrance lobby on G/F	
Location of built-in provisions	Please refer to the "Schedule for Location and Number of Mechanical and Electrical Provisions of Residential Properties"	

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.



### 6. Appliance Schedule (5/F to 37/F)

Location	Appliances	Applicable Residential Properties	Brand	Model No. (If Any)	
				Indoor Unit	Outdoor Unit
Living Room / Dining Room	Split type air-conditioner	Flat C on 5/F Flat D on 6/F	Daikin	FTKA35BV1H	RKA35AV1H
		Flats B, E, F & J on 5/F Flats B, C, F, G & K on 6/F Flats E & F on 37/F	Daikin	FTKA50BV1H	RKA50AV1H
		Flats A, C, G & H on 5/F Flats A, D, H & J on 6/F All Flats on 7/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F	Daikin	CTKC35RVMN	MKC70SVMN #1
		Flat D on 5/F Flat E on 6/F	Daikin	CTXM35RVMN #5a	4MXM80RVMA #5b
		Flats A, B, C & D on 37/F	Daikin	CTXM50RVMN	5MXM100RVMA #2
		Flats A on 5/F to 6/F	Daikin	CTXM50RVMN	5MXM100RVMA #3
Bedroom 1	Split type air-conditioner	Flats B, E, F, G, H & J on 5/F Flats B, C, F, G, H, J & K on 6/F All Flats on 7/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F	Daikin	FTKA25BV1H	RKA25BV1H
		Flat D on 5/F Flat E on 6/F	Daikin	FTKA35BV1H	RKA35AV1H
		Flats A, C, G & H on 5/F Flats A, D, H & J on 6/F	Daikin	CTKC25RVMN	MKC70SVMN #1
		Flats E & F on 37/F	Daikin	CTKC35RVMN	MKC70SVMN #4
Bedroom 2	Split type air-conditioner	Flats A, B, C & D on 37/F	Daikin	CTXM35RVMN	5MXM100RVMA #2
		Flats C & D on 5/F Flats D & E on 6/F	Daikin	FTKA25BV1H	RKA25BV1H
		Flats A on 5/F to 6/F	Daikin	CTKC25RVMN	5MXM100RVMA #3
		All Flats on 7/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F	Daikin	CTKC25RVMN	MKC70SVMN #1
Bedroom 3	Split type air-conditioner	All Flats on 37/F	Daikin	CTKC25RVMN	MKC70SVMN #4
		Flats A on 5/F to 6/F	Daikin	FTKA35BV1H	RKA35AV1H
Store Room	Split type air-conditioner	Flats A, B, C & D on 37/F	Daikin	CTKC25RVMN	MKC70SVMN #4
		Flats A on 7/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F Flats E & F on 37/F	Daikin	FTKA25BV1H	RKA25BV1H

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.

Note: #1 / #2 / #3 / #4 The model is the outdoor unit of the multi-split type air conditioner. Such outdoor unit and the other outdoor unit(s) with the same marking are representing one and the same device.

#5a This is the model of the indoor unit of multi-split type air conditioner. Two such indoor units will be installed at the same location in the residential property concerned.

#5b This is the model of the outdoor unit of the multi-split type air conditioner. A single outdoor unit will connect two indoor units marked "#5a" installed at the same location in the residential property concerned.

### 6. Appliance Schedule

Location	Appliances	Units Apply	Brand	Appliances Model
Kitchen / Open Kitchen	Exhaust fan	Flats A on 5/F & 6/F	GELEC	DPT15-42B
	Cooker (Gas hob - 2 ring)	All Flats	Mia Cucina	MY32C
	Cooker (Gas hob - 1 ring)	Flats A on 5/F & 6/F Flats A, B, C, D, E & F on 37/F	Mia Cucina	MY31C
	Built-in microwave oven	All Flats on 5/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F	Siemens	BF525LM80H
		Flats A, B, C, D, E & F on 37/F	Miele	M2234SC
	Cooker hood	All Flats	Siemens	LI67SA531B
	Built-in refrigerator	All Flats on 5/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F (except Flats A on 5/F & 6/F)	Rosieres	RSOP122
		Flats A on 5/F & 6/F	Siemens	KI86NAF31K
		Flats A, B, C, D, E & F on 37/F	Miele	KFNS 37232 iD
	Built-in washer dryer	All Flats on 5/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F	Mia Cucina	BUWD85
		Flats A, B, C, D, E & F on 37/F	Siemens	WK14D321HK
Kitchen / Open Kitchen	Instantaneous electric water heater	Flats A, B, C & D on 37/F	Stiebel Eltron	DHM6
	Gas water heater	Flat B on 36/F	TGC	TRJW222TFQL
Bathroom	Gas water heater	Flats A, B on 7/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F Flat A on 36/F Flats A, B, C, D, E & F on 37/F	TGC	TRJW222TFQL
	Exhaust fan	All Flats	GELEC	DPT10-23B
Balcony	Gas water heater	All Flats on 5/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F (except Flats A & B on 7/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F)	TGC	RBOX16QR / RBOX16QL

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.



### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description		5樓 5/F									
			A	B	C	D	E	F	G	H	J	
大門入口 Main Entrance	門鈴按鈕 Door bell push button		1	1	1	1	1	1	1	1	1	
客廳 / 飯廳 Living Room / Dining Room	室內環境狀況感應器 Indoor ambiance monitoring sensor		1	1	1	1	1	1	1	1	1	
	視像對講機 Video door phone		1	1	1	1	1	1	1	1	1	
	電視及電台天線插座 TV and FM outlet		1	1	1	1	1	1	1	1	1	
	電話插座 Telephone outlet		2	2	2	2	2	2	2	2	2	
	光纖插座 Fibre optics outlet		1	1	1	1	1	1	1	1	1	
	單頭插座 Single socket outlet		1	—	—	—	—	—	—	—	—	
	雙頭插座 Twin socket outlet		2	2	2	2	2	2	2	2	2	
	燈掣 Lighting switch		10	7	7	9	7	7	8	8	7	
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	2	1	2	2	1	1	1	1	1	
	兩位雙極開關掣 2 gangs double pole switch	供抽氣扇及煤氣熱水爐 For exhaust fan and gas water heater	1	1	1	1	1	1	1	1	1	
	有熔斷器的連接盒 Fused connection unit	供門鈴 For door bell	1	—	—	—	—	—	—	—	—	
	門鈴 Door bell		1	—	—	—	—	—	—	—	—	
睡房 1 Bedroom 1	電視及電台天線插座 TV and FM outlet		1	1	1	1	1	1	1	1	1	
	電話插座 Telephone outlet		1	1	1	1	1	1	1	1	1	
	單頭插座（附有USB插頭） Single socket outlet (with USB port)		1	1	1	1	1	1	1	1	1	
	單頭插座 Single socket outlet		—	—	—	—	—	—	2	2	—	
	雙頭插座 Twin socket outlet		1	1	1	1	1	1	1	1	1	
	燈掣 Lighting switch		4	1	1	1	1	1	1	1	1	
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	1	1	1	1	1	2	2	1	
	兩位雙極開關掣 2 gangs double pole switch	供抽氣扇及煤氣熱水爐 For exhaust fan and gas water heater	1	—	—	—	—	—	—	—	—	

### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description		5樓 5/F								
			A	B	C	D	E	F	G	H	J
睡房 2 Bedroom 2	電視及電台天線插座 TV and FM outlet		1	—	1	1	—	—	—	—	—
	單頭插座 Single socket outlet		1	—	—	—	—	—	—	—	—
	單頭插座（附有USB插頭） Single socket outlet (with USB port)		1	—	1	1	—	—	—	—	—
	雙頭插座 Twin socket outlet		—	—	1	1	—	—	—	—	—
	燈掣 Lighting switch		1	—	1	1	—	—	—	—	—
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	—	1	1	—	—	—	—	—
睡房 3 Bedroom 3	電視及電台天線插座 TV and FM outlet		1	—	—	—	—	—	—	—	—
	單頭插座（附有USB插頭） Single socket outlet (with USB port)		1	—	—	—	—	—	—	—	—
	雙頭插座 Twin socket outlet		1	—	—	—	—	—	—	—	—
	燈掣 Lighting switch		2	—	—	—	—	—	—	—	—
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	—	—	—	—	—	—	—	—
浴室 1 Bathroom 1	單頭插座連防水蓋 Single socket outlet with waterproof cover		1	1	1	1	1	1	1	1	1
	有熔斷器的連接盒 Fused connection unit	供鏡櫃燈 For mirror cabinet light	1	1	1	1	1	1	1	1	1
		供抽氣扇 For exhaust fan	1	1	1	1	1	1	1	1	1
	煤氣熱水爐遙控器 Gas water heater remote control unit		1	1	1	1	1	1	1	1	1
浴室 2 Bathroom 2	單頭插座連防水蓋 Single socket outlet with waterproof cover		1	—	—	—	—	—	—	—	—
	有熔斷器的連接盒 Fused connection unit	供鏡櫃燈 For mirror cabinet light	1	—	—	—	—	—	—	—	—
		供抽氣扇 For exhaust fan	1	—	—	—	—	—	—	—	—
	煤氣熱水爐遙控器 Gas water heater remote control unit		1	—	—	—	—	—	—	—	—



### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description		5樓 5/F									
			A	B	C	D	E	F	G	H	J	
廚房 / 開放式廚房 Kitchen / Open Kitchen	單頭插座 Single socket outlet	適用於洗衣乾衣機、嵌入式雪櫃、嵌入式微波爐、抽油煙機及網關控制器 For washer-dryer, built-in refrigerator, built-in microwave, cooker hood and gateway	5	5	5	5	5	5	5	5	5	
	雙頭插座 Twin socket outlet		1	1	1	1	1	1	1	1	1	
	燈掣 Lighting switch		2	—	—	—	—	—	—	—	—	
	雙極開關掣 Double pole switch	供抽氣扇 For exhaust fan	1	—	—	—	—	—	—	—	—	
	總電掣箱 Miniature circuit breakers board		1	1	1	1	1	1	1	1	1	
	有熔斷器的連接盒 Fused connection unit	供煤氣煮食爐 For gas cooker hob	2	1	1	1	1	1	1	1	1	
		供抽氣扇 For exhaust fan	1	—	—	—	—	—	—	—	—	
		供廚櫃燈 For kitchen cabinet light	2	1	1	1	1	1	1	1	1	
		供門鈴 For door bell	—	1	1	1	1	1	1	1	1	
	來水及去水位 Water and drain point	供洗衣乾衣機 For washer-dryer	1	1	1	1	1	1	1	1	1	
門鈴 Door bell		—	1	1	1	1	1	1	1	1		
露台 Balcony	煤氣錶 Gas meter		1	1	1	1	1	1	1	1	1	
	有熔斷器的連接盒 Fused connection unit	供煤氣熱水爐 For gas water heater	2	1	1	1	1	1	1	1	1	
	煤氣熱水爐 Gas water heater		2	1	1	1	1	1	1	1	1	
	防水隔離器 Waterproof isolator	供分體冷氣室外機 For outdoor A/C unit	1	1	1	1	1	1	1	1	1	
冷氣機平台 A/C Platform	防水隔離器 Waterproof isolator	供分體冷氣室外機 For outdoor A/C unit	2	1	1	2	1	1	1	1	1	

### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description	6樓 6/F									
		A	B	C	D	E	F	G	H	J	K
大門入口 Main Entrance	門鈴按鈕 Door bell push button	1	1	1	1	1	1	1	1	1	1
客廳 / 飯廳 Living Room / Dining Room	室內環境狀況感應器 Indoor ambience monitoring sensor	1	1	1	1	1	1	1	1	1	1
	電視及電台天線插座 TV and FM outlet	1	1	1	1	1	1	1	1	1	1
	電話插座 Telephone outlet	2	2	2	2	2	2	2	2	2	2
	光纖插座 Fibre optics outlet	1	1	1	1	1	1	1	1	1	1
	單頭插座 Single socket outlet	1	—	—	—	—	—	—	—	—	—
	雙頭插座 Twin socket outlet	2	2	2	2	2	2	2	2	2	2
	燈掣 Lighting switch	10	7	7	7	9	7	7	8	8	7
	雙極開關掣 Double pole switch	2	1	1	2	2	1	1	1	1	1
	兩位雙極開關掣 2 gangs double pole switch	1	1	1	1	1	1	1	1	1	1
	有熔斷器的連接盒 Fused connection unit	1	—	—	—	—	—	—	—	—	—
	門鈴 Door bell	1	—	—	—	—	—	—	—	—	—
	視像對講機 Video door phone	1	1	1	1	1	1	1	1	1	1
	睡房 1 Bedroom 1	電視及電台天線插座 TV and FM outlet	1	1	1	1	1	1	1	1	1
電話插座 Telephone outlet		1	1	1	1	1	1	1	1	1	1
單頭插座（附有USB插頭） Single socket outlet (with USB port)		1	1	1	1	1	1	1	1	1	1
單頭插座 Single socket outlet		—	—	—	—	—	—	—	2	2	—
雙頭插座 Twin socket outlet		1	1	1	1	1	1	1	—	—	1
燈掣 Lighting switch		4	1	1	1	1	1	1	1	1	1
雙極開關掣 Double pole switch		1	1	1	1	1	1	1	2	2	1
兩位雙極開關掣 2 gangs double pole switch		1	—	—	—	—	—	—	—	—	—

### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description		6樓 6/F									
			A	B	C	D	E	F	G	H	J	K
睡房 2 Bedroom 2	電視及電台天線插座 TV and FM outlet		1	—	—	1	1	—	—	—	—	—
	單頭插座 Single socket outlet		1	—	—	—	—	—	—	—	—	—
	單頭插座（附有USB插頭） Single socket outlet (with USB port)		1	—	—	1	1	—	—	—	—	—
	雙頭插座 Twin socket outlet		—	—	—	1	1	—	—	—	—	—
	燈掣 Lighting switch		1	—	—	1	1	—	—	—	—	—
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	—	—	1	1	—	—	—	—	—
睡房 3 Bedroom 3	電視及電台天線插座 TV and FM outlet		1	—	—	—	—	—	—	—	—	—
	單頭插座（附有USB插頭） Single socket outlet (with USB port)		1	—	—	—	—	—	—	—	—	—
	雙頭插座 Twin socket outlet		1	—	—	—	—	—	—	—	—	—
	燈掣 Lighting switch		2	—	—	—	—	—	—	—	—	—
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	—	—	—	—	—	—	—	—	—
浴室 1 Bathroom 1	單頭插座連防水蓋 Single socket outlet with waterproof cover		1	1	1	1	1	1	1	1	1	1
	有熔斷器的連接盒 Fused connection unit	供鏡櫃燈 For mirror cabinet light	1	1	1	1	1	1	1	1	1	1
		供抽氣扇 For exhaust fan	1	1	1	1	1	1	1	1	1	1
	煤氣熱水爐遙控器 Gas water heater remote control unit		1	1	1	1	1	1	1	1	1	1
浴室 2 Bathroom 2	單頭插座連防水蓋 Single socket outlet with waterproof cover		1	—	—	—	—	—	—	—	—	—
	有熔斷器的連接盒 Fused connection unit	供鏡櫃燈 For mirror cabinet light	1	—	—	—	—	—	—	—	—	—
		供抽氣扇 For exhaust fan	1	—	—	—	—	—	—	—	—	—
	煤氣熱水爐遙控器 Gas water heater remote control unit		1	—	—	—	—	—	—	—	—	—



### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description		6樓 6/F									
			A	B	C	D	E	F	G	H	J	K
廚房 / 開放式廚房 Kitchen / Open Kitchen	單頭插座 Single socket outlet	適用於洗衣乾衣機、嵌入式雪櫃、嵌入式微波爐、抽油煙機及網關控制器 For washer-dryer, built-in fridge, built-in microwave, cooker hood and gateway	5	5	5	5	5	5	5	5	5	5
	雙頭插座 Twin socket outlet		1	1	1	1	1	1	1	1	1	1
	燈掣 Lighting switch		2	—	—	—	—	—	—	—	—	—
	雙極開關掣 Double pole switch	供抽氣扇 For exhaust fan	1	—	—	—	—	—	—	—	—	—
	總電掣箱 Miniature circuit breakers board		1	1	1	1	1	1	1	1	1	1
	有熔斷器的連接盒 Fused connection unit	供煤氣煮食爐 For gas cooker hob	2	1	1	1	1	1	1	1	1	1
		供抽氣扇 For exhaust fan	1	—	—	—	—	—	—	—	—	—
		供廚櫃燈 For kitchen cabinet light	2	1	1	1	1	1	1	1	1	1
		供門鈴 For door bell	—	1	1	1	1	1	1	1	1	1
	來水及去水位 Water and drain point	供洗衣乾衣機 For washer-dryer	1	1	1	1	1	1	1	1	1	1
門鈴 Door bell		—	1	1	1	1	1	1	1	1	1	
露台 Balcony	煤氣錶 Gas meter		1	1	1	1	1	1	1	1	1	1
	有熔斷器的連接盒 Fused connection unit	供煤氣熱水爐 For gas water heater	2	1	1	1	1	1	1	1	1	1
	煤氣熱水爐 Gas water heater		2	1	1	1	1	1	1	1	1	1
	防水隔離器 Waterproof isolator	供分體冷氣室外機 For outdoor A/C unit	1	1	1	1	1	1	1	1	1	1
冷氣機平台 A/C Platform	防水隔離器 Waterproof isolator	供分體冷氣室外機 For outdoor A/C unit	2	1	1	1	2	1	1	1	1	1

### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description		7至12樓、15至23樓、25至33樓及35至36樓 7/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F											
			A	B	C	D	E	F	G	H	J	K	L	M
大門入口 Main Entrance	門鈴按鈕 Door bell push button		1	1	1	1	1	1	1	1	1	1	1	1
客廳 / 飯廳 Living Room / Dining Room	室內環境狀況感應器 Indoor ambiance monitoring sensor		1	1	1	1	1	1	1	1	1	1	1	1
	電視及電台天線插座 TV and FM outlet		1	1	1	1	1	1	1	1	1	1	1	1
	電話插座 Telephone outlet		1	1	1	1	1	1	1	1	1	1	1	1
	光纖插座 Fibre optics outlet		1	1	1	1	1	1	1	1	1	1	1	1
	雙頭插座 Twin socket outlet		2	2	2	2	2	2	2	2	2	2	2	2
	燈掣 Lighting switch		7	8	7	7	7	7	8	7	7	8	8	7
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	1	1	1	1	1	1	1	1	1	1	1
	兩位雙極開關掣 2 gangs double pole switch	供抽氣扇及煤氣熱水爐 For exhaust fan and gas water heater	1	1	1	1	1	1	1	1	1	1	1	1
	視像對講機 Video door phone		1	1	1	1	1	1	1	1	1	1	1	1
睡房 1 Bedroom 1	電視及電台天線插座 TV and FM outlet		1	1	1	1	1	1	1	1	1	1	1	1
	電話插座 Telephone outlet		1	1	1	1	1	1	1	1	1	1	1	1
	單頭插座（附有USB插頭） Single socket outlet (with USB port)		1	1	1	1	1	1	1	1	1	1	1	1
	雙頭插座 Twin socket outlet		1	1	1	1	1	1	1	1	1	1	1	1
	燈掣 Lighting switch		1	1	1	1	1	1	1	1	1	1	1	1
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	1	1	1	1	1	1	1	1	1	1	1
睡房 2 Bedroom 2	電視及電台天線插座 TV and FM outlet		1	1	1	1	1	1	1	1	1	1	1	1
	電話插座 Telephone outlet		1	1	1	1	1	1	1	1	1	1	1	1
	單頭插座 Single socket outlet		1	1	1	1	1	1	1	1	1	1	1	1
	單頭插座（附有USB插頭） Single socket outlet (with USB port)		1	1	1	1	1	1	1	1	1	1	1	1
	燈掣 Lighting switch		1	1	1	1	1	1	1	1	1	1	1	1
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	1	1	1	1	1	1	1	1	1	1	1

### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description		7至12樓、15至23樓、25至33樓及35至36樓 7/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F											
			A	B	C	D	E	F	G	H	J	K	L	M
浴室 Bathroom	單頭插座連防水蓋 Single socket outlet with waterproof cover		1	1	1	1	1	1	1	1	1	1	1	1
		供鏡櫃燈 For mirror cabinet light	1	1	1	1	1	1	1	1	1	1	1	1
	有熔斷器的連接盒 Fused connection unit	供抽氣扇 For exhaust fan	1	1	1	1	1	1	1	1	1	1	1	1
		供煤氣熱水爐 For gas water heater	1	1*	—	—	—	—	—	—	—	—	—	—
	煤氣熱水爐 Gas water heater		1	1*	—	—	—	—	—	—	—	—	—	—
	煤氣熱水爐遙控器 Gas water heater remote control unit		1	1	1	1	1	1	1	1	1	1	1	1
開放式廚房 Open Kitchen	單頭插座 Single socket outlet	適用於洗衣乾衣機、嵌入式雪櫃、嵌入式微波爐、抽油煙機及網關控制器 For washer-dryer, built-in refrigerator, built-in microwave, cooker hood and gateway	5	5	5	5	5	5	5	5	5	5	5	5
	雙頭插座 Twin socket outlet		1	1	1	1	1	1	1	1	1	1	1	1
	燈掣 Lighting switch		1	—	—	—	—	—	—	—	—	—	—	—
	有熔斷器的連接盒 Fused connection unit	供煤氣煮食爐 For gas cooker hob	1	1	1	1	1	1	1	1	1	1	1	1
	總電掣箱 Miniature circuit breakers board		1	1	1	1	1	1	1	1	1	1	1	1
	有熔斷器的連接盒 Fused connection unit	供廚櫃燈 For kitchen cabinet light	1	1	1	1	1	1	1	1	1	1	1	1
		供門鈴 For door bell	1	1	1	1	1	1	1	1	1	1	1	1
	有熔斷器的連接盒 Fused connection unit	供煤氣熱水爐(36樓B單位) For gas water heater (Flat B on 36/F)	—	1	—	—	—	—	—	—	—	—	—	—
	煤氣熱水爐(36樓B單位) Gas water heater (Flat B on 36/F)		—	1	—	—	—	—	—	—	—	—	—	—
	來水及去水位 Water and drain point	供洗衣乾衣機 For washer-dryer	1	1	1	1	1	1	1	1	1	1	1	1
	門鈴 Door bell		1	1	1	1	1	1	1	1	1	1	1	1

備註：\* 不適用於36樓B單位。

Note: \* Not applicable for Flat B on 36/F.



### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description		7至12樓、15至23樓、25至33樓及35至36樓 7/F to 12/F, 15/F to 23/F, 25/F to 33/F & 35/F to 36/F											
			A	B	C	D	E	F	G	H	J	K	L	M
儲物室 Store Room	單頭插座 Single socket outlet		2	—	—	—	—	—	—	—	—	—	—	—
	燈掣 Lighting switch		1	—	—	—	—	—	—	—	—	—	—	—
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	—	—	—	—	—	—	—	—	—	—	—
露台 Balcony	煤氣錶 Gas meter		1	1	1	1	1	1	1	1	1	1	1	1
	有熔斷器的連接盒 Fused connection unit	供煤氣熱水爐 For gas water heater	—	—	1	1	1	1	1	1	1	1	1	1
	煤氣熱水爐 Gas water heater		—	—	1	1	1	1	1	1	1	1	1	1
	防水隔離器 Waterproof isolator	供分體冷氣室外機 For outdoor A/C unit	—	—	1	1	1	1	1	1	1	1	1	1
冷氣機平台 A/C Platform	防水隔離器 Waterproof isolator	供分體冷氣室外機 For outdoor A/C unit	3	2	1	1	1	1	1	1	1	1	1	1

### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description		37樓 37/F					
			A	B	C	D	E	F
大門入口 Main Entrance	門鈴按鈕 Door bell push button		1	1	1	1	1	1
客廳 / 飯廳 Living Room / Dining Room	室內環境狀況感應器 Indoor ambiance monitoring sensor		1	1	1	1	1	1
	電視及電台天線插座 TV and FM outlet		2	2	2	2	2	2
	電話插座 Telephone outlet		1	1	1	1	1	1
	光纖插座 Fibre optics outlet		1	1	1	1	1	1
	單頭插座 Single socket outlet		1	1	1	1	1	1
	雙頭插座 Twin socket outlet		2	2	2	2	2	2
	燈掣 Lighting switch		9	10	11	11	11	10
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	1	1	1	1	1
	雙極開關掣 Double pole switch	供電熱水爐 For electric water heater	1	1	1	1	—	—
	兩位雙極開關掣 2 gangs double pole switch	供抽氣扇及煤氣熱水爐 For exhaust fan and gas water heater	1	1	1	1	1	1
	視像對講機 Video door phone		1	1	1	1	1	1
睡房 1 Bedroom 1	電視及電台天線插座 TV and FM outlet		1	1	1	1	1	1
	電話插座 Telephone outlet		1	1	1	1	1	1
	單頭插座 (附有USB插頭) Single socket outlet (with USB port)		1	1	1	1	1	1
	雙頭插座 Twin socket outlet		1	1	1	1	1	1
	燈掣 Lighting switch		4	4	4	3	1	1
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	1	1	1	1	1
	兩位雙極開關掣 2 gangs double pole switch	供抽氣扇及煤氣熱水爐 For exhaust fan and gas water heater	1	1	1	1	—	—
睡房 2 Bedroom 2	電視及電台天線插座 TV and FM outlet		1	1	1	1	1	1
	單頭插座 Single socket outlet		1	1	1	1	1	1
	單頭插座 (附有USB插頭) Single socket outlet (with USB port)		1	1	1	1	1	1
	燈掣 Lighting switch		1	1	1	1	1	1
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	1	1	1	1	1

### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description		37樓 37/F					
			A	B	C	D	E	F
睡房 3 Bedroom 3	電視及電台天線插座 TV and FM outlet		1	1	1	1	—	—
	單頭插座 Single socket outlet		1	1	1	1	—	—
	單頭插座 (附有USB插頭) Single socket outlet (with USB port)		1	1	1	1	—	—
	燈掣 Lighting switch		1	1	1	1	—	—
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	1	1	1	1	—	—
浴室 1 Bathroom 1	單頭插座連防水蓋 Single socket outlet with waterproof cover		1	1	1	1	1	1
	煤氣熱水爐 Gas water heater		—	1	1	—	1	1
	有熔斷器的連接盒 Fused connection unit	供鏡櫃燈 For mirror cabinet light	1	1	1	1	1	1
		供抽氣扇 For exhaust fan	1	1	1	1	1	1
		供煤氣熱水爐 For gas water heater	—	1	1	—	1	1
	煤氣熱水爐遙控器 Gas water heater remote control unit		1	1	1	1	1	1
浴室 2 Bathroom 2	單頭插座連防水蓋 Single socket outlet with waterproof cover		1	1	1	1	—	—
	煤氣熱水爐 Gas water heater		1	—	—	1	—	—
	有熔斷器的連接盒 Fused connection unit	供鏡櫃燈 For mirror cabinet light	1	1	1	1	—	—
		供抽氣扇 For exhaust fan	1	1	1	1	—	—
		供煤氣熱水爐 For gas water heater	1	—	—	1	—	—
	煤氣熱水爐遙控器 Gas water heater remote control unit		1	1	1	1	—	—



### 7. 住宅物業機電裝置位置及數量說明表

Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties

位置 Location	描述 Description		37樓 37/F					
			A	B	C	D	E	F
開放式廚房 Open Kitchen	單頭插座 Single socket outlet	適用於洗衣乾衣機、嵌入式雪櫃、嵌入式微波爐、抽油煙機及網關控制器 For washer-dryer, built-in fridge, built-in microwave, telescopic hood and gateway	5	5	5	5	5	5
	雙頭插座 Twin socket outlet		1	1	1	1	1	1
	燈掣 Lighting switch		—	—	—	—	—	1
	來水及去水位 Water and drain point	供洗衣乾衣機 For washer-dryer	1	1	1	1	1	1
	總電掣箱 Miniature circuit breakers board		1	1	1	1	1	1
	門鈴 Door bell		1	1	1	1	1	1
	有熔斷器的連接盒 Fused connection unit	供廚櫃燈 For kitchen cabinet light	1	1	1	1	1	1
		供門鈴 For door bell	1	1	1	1	1	1
		供煤氣煮食爐 For gas cooker hob	2	2	2	2	2	2
	防水隔離器 Waterproof isolator	供即熱式熱水爐 For instantaneous electric water heater	1	1	1	1	—	—
儲物室 Store Room	單頭插座 Single socket outlet		—	—	—	—	1	1
	燈掣 Lighting switch		—	—	—	—	1	1
	雙極開關掣 Double pole switch	供分體冷氣室內機 For indoor A/C unit	—	—	—	—	1	1
冷氣機平台 A/C Platform	防水隔離器 Waterproof isolator	供分體冷氣室外機 For outdoor A/C unit	2	2	2	2	3	3
位置 Location	描述 Description		37樓平台 37/F Flat Roof					
			A	B	C	D	E	F
私人平台 Private Flat Roof	防水單頭插座 Waterproof single socket outlet		1	1	1	1	1	1
	燈掣 Lighting switch		1	1	1	1	1	1

備註：

在住宅物業機電裝置位置及數量說明表內，

1. 上表之數字代表「提供的數量」。
2. 上表符號“—”代表「不提供」。

Notes:

In the Schedule for Location and Number of Electrical & Mechanical Provisions of Residential Properties,

1. The number as shown in the above table denotes “The quantity provided”.
2. The symbol “—” as shown in the above table denotes “Not provided”.

食水及沖廁水由水務署供應。

電力由中華電力有限公司供應。

煤氣由香港中華煤氣有限公司供應。

Potable and flushing water is supplied by Water Supplies Department.

Electricity is supplied by CLP Power Hong Kong Limited.

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

賣方(擁有人)有法律責任繳付住宅物業的地稅直至住宅物業買賣完成日(包括該日)為止。

The vendor (the owner) is liable for the Government rent of a residential property up to and including the date of completion of the sale and purchase of that residential property.



1. 在向買方交付住宅物業在空置情況下的管有權時，買方須向賣方(擁有人)補還水、電力及氣體的按金。
2. 在交付時，買方不須向賣方(擁有人)支付清理廢料的費用。
3. 水、電力及氣體的按金及清理廢料的費用的款額於售樓說明書印製日尚未決定。

備註：

買方須向發展項目管理人及不須向賣方（擁有人）繳付水、電力及氣體的按金及清理廢料的費用。

1. On the delivery of the vacant possession of the residential property to the purchaser, the purchaser is liable to reimburse the vendor (the owner) for the deposits for water, electricity and gas.
2. On that delivery, the purchaser is not liable to pay to the vendor (the owner) a debris removal fee.
3. The amount of deposits for water, electricity and gas and debris removal fee is yet to be ascertained at the date on which the sales brochure is printed.

Note :

The purchaser should pay to the manager and not the vendor (the owner) of the Development the deposits for water, electricity and gas and the debris removal fee.

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

按買賣合約的規定，凡售出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。

As provided in the agreement for sale and purchase, 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, remedy any defects to the property sold, or the fittings, finishes or appliances incorporated into the property as set out in the agreement for sale and purchase, caused otherwise than by the act or neglect of the purchaser.

# 27

## 斜坡維修 MAINTENANCE OF SLOPES

不適用

Not Applicable



不適用

Not Applicable

### 獲寬免總樓面面積的設施分項

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

根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積		面積(平方米)
1.(#)	停車場及上落客貨地方(公共交通總站除外)	1175.807
2.	<b>機房及相關設施</b>	
2.1	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》或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等	172.753
2.2(#)	所佔面積不受任何《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房，例如僅供消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	708.515
2.3	非強制性或非必要機房，例如空調機房、風櫃房等	39.282
根據聯合作業備考第1及第2號提供的環保設施		面積(平方米)
3.	露台	344.032
4.	加闊的公用走廊及升降機大堂	不適用
5.	公用空中花園	不適用
6.	隔聲牆	不適用
7.	翼牆、捕風器及風斗	不適用
8.	非結構預製外牆	129.798
9.	工作平台	1.500
10.	隔音屏障	不適用
適意設施		面積(平方米)
11.	供保安人員和管理處員工使用的櫃檯、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室	24.905
12.	住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等	542.334
13.	有上蓋的園景區及遊樂場	8.929
14.	橫向屏障/有蓋人行道、花棚	不適用
15.	擴大升降機井道	193.941
16.	煙囪管道	不適用
17.	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	不適用
18.(#)	強制性設施或必要機房所需的管槽、氣槽	192.660
19.	非強制性設施或非必要機房所需的管槽、氣槽	不適用
20.	環保系統及設施所需的機房、管槽及氣槽	不適用
21.	複式住宅單位及洋房的中空	不適用
22.	伸出物，如空調機箱及伸出外牆超過750毫米的平台	不適用
其他項目		面積(平方米)
23.(#)	庇護層，包括庇護層兼空中花園	不適用
24.(#)	其他伸出物	不適用
25.	公共交通總站	不適用
26.(#)	共用構築物及樓梯	不適用
27.(#)	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	261.976
28.(#)	公眾通道	不適用
29.	因建築物後移導致的覆蓋面積	不適用
額外總樓面面積		面積(平方米)
30.	額外總樓面面積	不適用

有關建築物的環境評估

綠色建築認證

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

暫定評級  
金級



暫定  
金級  
NB V1.2 2020  
HKGBC  
綠建環評

申請編號: PAG0080/20

發展項目的公用部分的預計能量表現或消耗

於印製售樓說明書前呈交予建築事務監督有關發展項目的公用部分的預計能量表現或消耗的最近期資料：

第 I 部分						
提供中央空調			否			
提供具能源效益的設施			是			
擬安裝的具能源效益的設施			i) 採用高能源效益的空調設備； ii) 採用高能源效益的升降機及自動梯			
第 II 部分：擬興建樓宇/部分樓宇之預計每年能源消耗量 (註腳1)						
發展項目類型	位置	使用有關裝置的 內部樓面面積 (平方米)	基線樓宇每年能源消耗量 (註腳2)		擬興建樓宇每年能源消耗量	
			電力 千瓦小時 / 平方米 / 年	煤氣 / 石油氣 用量單位 / 平方米 / 年	電力 千瓦小時 / 平方米 / 年	煤氣 / 石油氣 用量單位 / 平方米 / 年
住用發展項目 (不包括酒店)	中央屋宇裝備裝置 (註腳3)	2,521.027	196.8	15.4	187.6	10.6
非住用發展項目 (包括酒店) (註腳4)	平台 (中央屋宇裝備裝置)	4,471.798	254.6	不適用	215.4	不適用

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)第4節及附錄8中的「年能源消耗」具有相同涵義；及  
(b) 樓宇、空間或單位的「內部樓面面積」，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。

2. 「基線樓宇」與新建樓宇 BEAM Plus 標準(現行版本)第4節及附錄8中的「基準建築物模型(零分標準)」具有相同涵義。

3. 「中央屋宇裝備裝置」與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。

4. 平台一般指發展項目的最低部分(通常為發展項目最低15米部分及其地庫(如適用))，並與其上的塔樓具有不同用途。對於並無明確劃分平台與塔樓的發展項目，應視整個發展項目為塔樓。

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

裝置類型	電力裝置		
照明裝置	是	升降機及自動梯的裝置	是
空調裝置	是	以總能源為本的方法	不適用



#### Breakdown of GFA Concessions Obtained for All Features

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

Disregarded GFA under Building (Planning) Regulations 23(3)(b)		Area (m <sup>2</sup> )
1.(#)	Carpark and loading/unloading area excluding public transport terminus	1175.807
2.	<b>Plant rooms and similar services</b>	
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc.	172.753
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.	708.515
2.3	Non-mandatory or non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.	39.282
Green Features under Joint Practice Notes 1 and 2		Area (m <sup>2</sup> )
3.	Balcony	344.032
4.	Wider common corridor and lift lobby	Not applicable
5.	Communal sky garden	Not applicable
6.	Acoustic fin	Not applicable
7.	Wing wall, wind catcher and funnel	Not applicable
8.	Non-structural prefabricated external wall	129.798
9.	Utility platform	1.500
10.	Noise barrier	Not applicable
Amenity Features		Area (m <sup>2</sup> )
11.	Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office	24.905
12.	Residential Recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities	542.334
13.	Covered landscaped and play area	8.929
14.	Horizontal screens/covered walkways, trellis	Not applicable
15.	Larger lift shaft	193.941
16.	Chimney shaft	Not applicable
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television	Not applicable
18.(#)	Pipe duct, air duct for mandatory feature or essential plant room	192.660
19.	Pipe duct, air duct for non-mandatory or non-essential plant room	Not applicable
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature.	Not applicable
21.	Void in duplex domestic flat and house	Not applicable
22.	Projections such as air-conditioning box and platform with a projection of more than 750 mm from the external wall.	Not applicable
Other Exempted Items		Area (m <sup>2</sup> )
23.(#)	Refuge floor including refuge floor cum sky garden	Not applicable
24.(#)	Other projections	Not applicable
25.	Public transport terminus	Not applicable
26.(#)	Party structure and common staircase	Not applicable
27.(#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable	261.976
28.(#)	Public passage	Not applicable
29.	Covered set back area	Not applicable
Bonus GFA		Area (m <sup>2</sup> )
30.	Bonus GFA	Not applicable

### The Environmental Assessment of the Building

#### 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.

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

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 brochure:

Part I						
Provision of Central Air Conditioning			No			
Provision of Energy Efficient Features			Yes			
Energy Efficient Features proposed			i) Use energy-efficient air conditioning units; ii) Use energy-efficient lift and escalator system			
Part II: The predicted annual energy use of the proposed building / part of building <sup>(Note 1)</sup>						
Type of Development	Location	Internal Floor Area Served (m²)	Annual Energy Use of Baseline Building <sup>(Note 2)</sup>		Annual Energy Use of Proposed Building	
			<u>Electricity</u> kWh / m² / annum	<u>Town Gas / LPG</u> unit / m² / annum	<u>Electricity</u> kWh / m² / annum	<u>Town Gas / LPG</u> unit / m² / annum
Domestic Development (excluding Hotel)	Central building services installation <sup>(Note 3)</sup>	2,521.027	196.8	15.4	187.6	10.6
Non-domestic Development (including Hotel) <sup>(Note 4)</sup>	Podium(s) (central building services installation)	4,471.798	254.6	Not Applicable	215.4	Not Applicable

- Notes: 1. In general, the lower the estimated "Annual Energy Use" of the building, the more efficient 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/m<sup>2</sup>/annum) and town gas/LPG consumption (unit/m<sup>2</sup>/annum), of the Development by the internal floor area served, where: –
- (a) "total annual energy use" has the same meaning of "annual energy use" under Section 4 and Appendix 8 of the BEAM Plus for New Building (current version); and
- (b) "internal floor area", in relation to a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" under Section 4 and Appendix 8 of the BEAM Plus for New Building (current version).
3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation issued by the Electrical and Mechanical Services Department.
4. Podium(s) normally means the lowest part of the Development (usually the lowest 15m of the Development and its basement, if any) carrying different use(s) from that of the tower(s) above. For development without clear demarcation between podium(s) and tower(s), the Development, as a whole, should be considered as tower(s).

Part III: The following installations are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD)			
Type of Installations		Electrical Installations	Yes
Lighting Installations	Yes	Lift & Escalator Installations	Yes
Air Conditioning Installations	Yes	Performance-based Approach	Not Applicable

## 1. 建築裝飾

發展項目部份住宅物業外設有建築裝飾。此等建築裝飾可能對部份住宅物業的景觀造成影響。有關建築裝飾的位置，請參閱本售樓說明書的「發展項目的住宅物業的樓面平面圖」。

## 2. 喉管

發展項目部分住宅物業的平台及/或露台及/或工作平台及/或天台的外牆或毗鄰其外牆裝有喉管，部分住宅物業的景觀可能因此受到影響。有關喉管的位置，請參閱發展項目最新經批准圖則。

## 3. 吊船

在管理人安排為發展項目的外牆及公用地方與設施進行定期及特別安排的檢查、清潔、保養及/或維修期間，吊船或類似裝置可能會安裝及/或停泊在住宅物業的平台上，並在住宅物業的平台上空操作，以及在住宅物業的窗外及露台及/或工作平台外操作。

根據公契，管理人有權進入建有平台的住宅物業(不論是否連同管理人的僱員、代理人、職員、工人、承辦商和授權人，又或是否攜帶用具、工具及物料)操作吊船或類似裝置。

## 4. 燈飾

發展項目部分住宅物業及商用樓宇的外牆及/或建築裝飾上裝設外牆裝飾燈，該等裝飾燈可能不時開啟。

外牆裝飾燈的照明可能對發展項目住宅物業的享用，諸如景觀、光或對周邊環境的其他方面造成影響。

## 5. 放置室外冷氣機

室外冷氣機(不論是為該住宅物業而設，或是為其他住宅物業而設)放置在相鄰/毗鄰於部份住宅物業的冷氣機平台上或部份住宅物業的露台的高位。該等被放置於冷氣機平台上及露台的室外冷氣機可能對發展項目內有關的住宅物業的享用，諸如熱氣、噪音、景觀、震動或其他方面造成影響。有關冷氣機平台上的室外冷氣機的位置，請參閱本售樓說明書的「發展項目的住宅物業的樓面平面圖」。

## 6. 紓緩噪音措施

部份住宅物業需設置下列噪音緩解措施以盡量減低潛在交通噪音對發展項目的影響：

減音露台	隔音鋁質假天花
強效減音露台	隔音鋁質假天花
	隔音鋁質牆身飾面板
	1.45米高欄河
減音窗(上懸式)	上懸式窗連吸音物料在水平簷片上
	室內設有含吸音物料之窗簾盒

有關噪音緩解措施的位置，請參閱本售樓說明書的《發展項目的住宅物業的樓面平面圖》。



## 1. Architectural features

Some architectural features are installed outside some residential properties of the Development. The views of some residential properties may be affected by these architectural features. For the locations of the architectural features, please refer to the "Floor Plans of Residential Properties in the Development" in this sales brochure.

## 2. Pipes

Some pipes are located on the external walls at or adjacent to the flat roofs and/or balconies and/or utility platforms and/or roofs of some residential properties of the Development. It is possible that the views of some residential properties may be affected by these pipes. For the locations of the pipes, please refer to the latest approved plans of the Development.

## 3. Gondola

During the regular and specially arranged inspection, cleaning, maintenance and/or repairing of the external walls and the Common Areas and Facilities of the Development as arranged by the Manager, gondola(s) or likewise equipment may be installed and/or rested on the flat roof(s) and operated in air space directly above the flat roof(s) as well as outside the windows and the balcony(ies) and/or utility platform(s) of the residential properties.

Under the Deed of Mutual Covenant, the Manager shall have the right to access into those residential properties consisting flat roof(s) (with or without the Manager's its servants, agents, staff, workmen, contractors and persons duly authorized and with or without other appliances, equipment and materials) for operating gondola(s) or likewise equipment.

## 4. Lighting

Facade lighting is installed on the external walls and/or architectural features of some residential properties and the Commercial Accommodation of the Development and may be turned on from time to time.

The illumination of the facade lighting may affect the enjoyment of some residential properties in the Development in terms of the views, lighting and other aspects of the surrounding environment.

## 5. Placing of air-conditioning outdoor units

Air-conditioning outdoor units (either serving its own residential properties or other residential properties) are placed on the air-conditioner platform(s) adjacent to/ adjoining some residential properties or the high level of the balcony(ies) of some residential properties. The placing of air-conditioning outdoor units on the air-conditioner platform(s) and balcony(ies) may affect the enjoyment of the relevant residential properties of the Development in terms of heat, noise, view, vibration or other aspects. For the locations of the air-conditioning outdoor units on the air-conditioner platform(s), please refer to the "Floor Plans of Residential Properties in the Development" in this sales brochure.

## 6. Noise Mitigation Measures

The following noise mitigation measures are required to be provided at some residential properties to minimize the potential traffic noise impact upon the Development:

Acoustic balcony	Acoustic aluminium ceiling panel
Enhanced acoustic balcony	Acoustic aluminium ceiling panel
	Acoustic aluminum wall panel
	1.45m height balustrade
Acoustic window (top hung type)	Top hung window with sound absorption material on top of horizontal fins
	Pelmet with sound absorption material in indoor area

For the locations of the noise mitigation measures, please refer to the "Floor Plans of Residential Properties in the Development".

1. 買方須與賣方於正式買賣合約協議須同意，除可用作按揭或押記外，買方不會於完成正式買賣合約之成交及簽立轉讓契之前，以任何方式或訂立任何協議，以達至提名任何人士接受轉讓正式買賣合約所指定的住宅物業或車位，或轉讓該住宅物業或車位，或轉移該住宅物業或車位的正式買賣合約的權益。
  2. 如正式買賣合約的買方有此要求，並獲賣方（按其自己的酌情決定）同意之情況下取消正式買賣合約或買方於該正式買賣合約所承擔之責任，賣方有權保留相等於該正式買賣合約所指定的住宅物業及車位總售價百分之五的款項。同時買方亦須額外付予賣方或付賣方（視屬何情況而定）全部就取消該正式買賣合約須付之律師費、收費及代墊付費用（包括任何須繳付之印花稅）。
  3. 賣方將會支付或已經支付（視屬何情況而定）由批地文件之日期起直至有關個別買方簽署轉讓契之日（包括簽署轉讓契當日）止，所有有關該正在興建的發展項目所處地段的地稅。
  4. 已簽署正式買賣合約的買方有權要求獲得一份有關完成興建發展項目所需的建築費用及專業費用總額的最新資料，以及直至該要求提出時的上一個公曆月底為止已動用及支付的建築費用及專業費用總額，並可於該要求提出及在支付不超過港幣一百元象徵式費用後獲得提供該資料的副本。
  5. 資料及要求關於：-
    - (I) 批地文件特別條件第(9)(i)及(9)(j)條提及的粉紅色加藍斜線範圍；
    - (II) 批地文件特別條件第(10)條提及的現存路徑、分流路徑及路徑設施；
    - (III) 批地文件特別條件第(34)條提及的現有污水管及改道污水管；
    - (IV) 批地文件特別條件第(35)條提及的現有總管及改道總管；及
    - (V) 批地文件特別條件第(36)條提及的現有燈柱，
 在本售樓說明書的「批地文件的摘要」全部列出。
1. The purchaser is required to agree with 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 Residential Unit or the 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 the Land 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. Information and requirements relating to: -
    - (I) the Pink Hatched Blue Area as referred to in Special Condition Nos. (9)(i) and (9)(j) of the Land Grant;
    - (II) the Existing Lane, the Diversionary Lane and Lane Facilities as referred to in Special Condition No. (10) of the Land Grant;
    - (III) the Existing Sewer Pipe and the Diverted Sewer Pipe as referred to in Special Condition No. (34) of the Land Grant;
    - (IV) the Existing Water Mains and the Diverted Water Mains as referred to in Special Condition No. (35) of the Land Grant; and
    - (V) the Existing Lamp Post as referred to in Special Condition No. (36) of the Land Grant,
 is set out in full under the "Summary of Land Grant" section of this sales brochure.


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:

**[www.theharmonie.com.hk](http://www.theharmonie.com.hk)**


1. 發展項目及其周邊地區日後可能出現改變。 There may be future changes to the Development and the surrounding areas.
2. 本售樓說明書印製日期：2022年1月7日。 Date of printing of this Sales Brochure : 7th January 2022.






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