





GRAND  
CENTRAL  
凱滙

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

### **For all first-hand residential properties**

#### **1. Important information**

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

#### **2. Fees, mortgage loan and property price**

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

#### **3. Price list, payment terms and other financial incentives**

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

#### **4. Property area and its surroundings**

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

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

- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property<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.

#### **5. Sales brochure**

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

<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.

- whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
- whether individual owners have responsibility to maintain slopes.

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

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

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

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

#### 8. Register of Transactions

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

#### 9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit

(i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.

- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors’ firm responsible for stakeholding purchasers’ payments for the property.

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

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

#### 11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.
- Before you appoint an estate agent to look for a property, you should -
  - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
  - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
  - note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: [www.eaa.org.hk](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 inevitably later than the former.
- Handing over date
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document/a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
    - For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
    - For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.

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

#### For first-hand completed residential properties

#### 16. Vendor's information form

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

#### 17. Viewing of property

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

<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.

# NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

## 一手住宅物業買家須知

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

Website	: <a href="http://www.srpa.gov.hk">www.srpa.gov.hk</a>
Telephone	: 2817 3313
Email	: <a href="mailto:enquiry_srpa@hd.gov.hk">enquiry_srpa@hd.gov.hk</a>
Fax	: 2219 2220

Other useful contacts:

<b>Consumer Council</b>	
Website	: <a href="http://www.consumer.org.hk">www.consumer.org.hk</a>
Telephone	: 2929 2222
Email	: <a href="mailto:cc@consumer.org.hk">cc@consumer.org.hk</a>
Fax	: 2856 3611

<b>Estate Agents Authority</b>	
Website	: <a href="http://www.eaa.org.hk">www.eaa.org.hk</a>
Telephone	: 2111 2777
Email	: <a href="mailto:enquiry@eaa.org.hk">enquiry@eaa.org.hk</a>
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  
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您在購置一手住宅物業之前，應留意下列事項：

### 適用於所有一手住宅物業

#### 1. 重要資訊

- 瀏覽一手住宅物業銷售資訊網（下稱「銷售資訊網」）（網址：[www.srpe.gov.hk](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。

#### 2. 費用、按揭貸款和樓價

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

#### 3. 價單、支付條款，以及其他財務優惠

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

#### 4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》（第621章）（下稱「條例」），賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i) 露台；(ii) 工作平台；以及 (iii) 陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭或庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。

- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部及內部尺寸<sup>2</sup>。售樓說明書所提供有關住宅物業外部及內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。

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

#### 5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 閱覽售樓說明書，並須特別留意以下資訊：
  - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享有有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
  - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
  - 室內和外部的裝置、裝修物料和設備；
  - 管理費按甚麼基準分擔；
  - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
  - 小業主是否須要負責維修斜坡。

#### 6. 政府批地文件和公契

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

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

<sup>2</sup> 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。

### 7. 售樓處內有關可供揀選住宅物業的資料

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

### 8. 成交紀錄冊

- 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的24小時內，於紀錄冊披露該臨時買賣合約的資料，以及於買賣合約訂立後一個工作天內，披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目的銷售情況。
- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

### 9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 訂立臨時買賣合約時，您須向擁有人（即賣方）支付樓價5%的臨時訂金。
- 如您在訂立臨時買賣合約後五個工作日（工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子）之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金（即樓價的5%）會被沒收，而擁有人（即賣方）不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人（即賣方）必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

### 10. 表達購樓意向

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

### 11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/名稱。
- 您可委託任何地產代理（不一定是賣方所指定的地產代理），以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。

- 委託地產代理以物色物業前，您應該 —

- 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；
- 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及
- 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局的網頁（網址：[www.eaa.org.hk](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同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。

<sup>3</sup> 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。

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

### 適用於一手已落成住宅物業

#### 16. 賣方資料表格

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

#### 17. 參觀物業

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

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

網址	: <a href="http://www.srpa.gov.hk">www.srpa.gov.hk</a>
電話	: 2817 3313
電郵	: <a href="mailto:enquiry_srpa@hd.gov.hk">enquiry_srpa@hd.gov.hk</a>
傳真	: 2219 2220

其他相關聯絡資料：

<b>消費者委員會</b>	
網址	: <a href="http://www.consumer.org.hk">www.consumer.org.hk</a>
電話	: 2929 2222
電郵	: <a href="mailto:cc@consumer.org.hk">cc@consumer.org.hk</a>
傳真	: 2856 3611

<b>地產代理監管局</b>	
網址	: <a href="http://www.eaa.org.hk">www.eaa.org.hk</a>
電話	: 2111 2777
電郵	: <a href="mailto:enquiry@eaa.org.hk">enquiry@eaa.org.hk</a>
傳真	: 2598 9596

<b>香港地產建設商會</b>	
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  
2017年8月

## INFORMATION ON THE PHASE 期數的資料

**The name of the street at which Phase I of the Development (the “Phase”) is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Phase**  
33 Hip Wo Street\*

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

**Total number of storeys of each multi-unit building for the Phase**

Tower 1: 48 storeys (excluding Roof Floor, Lift Machine Room Floor, Intermediate Roof Floor and Upper Roof Floor.)

Tower 2: 52 storeys (excluding Roof Floor, Lift Machine Room Floor, Intermediate Roof Floor and Upper Roof Floor.)

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

Tower 1: B2/F, B1/F, G/F, UG/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-43/F, 45/F-50/F, Roof Floor, Lift Machine Room Floor, Intermediate Roof Floor, Upper Roof Floor

Tower 2: B2/F, B1/F, G/F, UG/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, 35/F-43/F, 45/F-53/F, 55/F, Roof Floor, Lift Machine Room Floor, Intermediate Roof Floor, Upper Roof Floor

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

Tower 1: 4/F, 13/F, 14/F, 24/F, 34/F, 44/F

Tower 2: 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F

**Refuge floor (if any) of each multi-unit building for the Phase**

Tower 1 and Tower 2: 27/F

**The estimated material date for the Phase, as provided by the Authorized Person for the Phase**

30 April 2021

The estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.

For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

發展項目第一期 (“期數”) 位於的街道的名稱及由差餉物業估價署署長為識別期數的目的而編配的門牌號數  
協和街33號\*

\*此臨時門牌號數有待期數建成時確認。

**期數每幢多單位建築物的樓層的總數**

第1座：48層（不包括天台、升降機機房層、中層天台及上層天台）

第2座：52層（不包括天台、升降機機房層、中層天台及上層天台）

**期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數**

第1座：地庫2層、地庫1層、地下、高層地下、1樓至3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至43樓、45樓至50樓、天台、升降機機房層、中層天台、上層天台

第2座：地庫2層、地庫1層、地下、高層地下、1樓至3樓、5樓至12樓、15樓至23樓、25樓至33樓、35樓至43樓、45樓至53樓、55樓、天台、升降機機房層、中層天台、上層天台

**期數每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數**

第1座：4樓、13樓、14樓、24樓、34樓、44樓

第2座：4樓、13樓、14樓、24樓、34樓、44樓、54樓

**期數每幢多單位建築物內的庇護層(如有的話)**

第1座及第2座：27樓

**由期數的認可人士提供的該期數的預計關鍵日期**

2021年4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。

為買賣合約的目的，在不局限任何其他可用以證明期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為期數已落成或當作已落成(視屬何情況而定)的確證。

# INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE PHASE 賣方及有參與期數的其他人的資料

## Vendor

Urban Renewal Authority (as “Owner”),  
Union Score Investments Limited (as “person so engaged”)

### Note:

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

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

## Holding company of the Owner (Urban Renewal Authority)

Not applicable

## Holding companies of the person so engaged (Union Score Investments Limited)

Tsim Sha Tsui Properties Limited  
Sino Land Company Limited  
King Chance Development Limited  
Power Elite Ventures Limited

## Authorized Person for the Phase

Tang Kwok Wah Owen (until 28 February 2019)  
Chan Wing Che (from 1 March 2019)

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

Wong Tung & Partners Limited

## Building contractor for the Phase

CR Construction Company Limited

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

Mayer Brown  
Woo Kwan Lee & Lo  
King & Wood Mallesons  
Chu & Lau Solicitors & Notaries  
Sit, Fung, Kwong & Shum

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

China Construction Bank (Asia) Corporation Limited  
(Note: the relevant undertaking has been cancelled)

## Other person who has made a loan for the construction of the Phase

King Chance Development Limited  
Tycoon Fame Limited  
(Note: the relevant loan has been repaid)

## 賣方

市區重建局（作為「擁有人」）、  
溢順投資有限公司（作為「如此聘用的人」）

### 備註：

「擁有人」指期數住宅物業的法律上的擁有人或實益擁有人。

「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、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（溢順投資有限公司）的控權公司

尖沙咀置業集團有限公司  
信和置業有限公司  
會連發展有限公司  
Power Elite Ventures Limited

## 期數的認可人士

鄧國華（直至2019年2月28日）  
陳詠芝（2019年3月1日開始）

## 期數的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

王董建築師事務所

## 期數的承建商

華營建築有限公司

## 就期數中的住宅物業的出售而代表擁有人行事的律師事務所

孖士打律師行  
胡關李羅律師行  
金杜律師事務所  
劉漢銓律師行  
薛馮鄺岑律師行

## 已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構

中國建設銀行(亞洲)股份有限公司  
(備註：有關承諾已經取消)

## 已為期數的建造提供貸款的其他人

會連發展有限公司  
亨耀有限公司  
(備註：有關貸款已經還清)

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

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

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

<p>(o) The Vendor, a holding company of the Vendor, or a building contractor for the Phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor, holding company or contractor; 賣方、賣方的控權公司或期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份；</p>	<p>No 沒有</p>
<p>(p) The Vendor or a building contractor for the Phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor; 賣方或期數的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書；</p>	<p>A proprietor of Messrs. King &amp; Wood Malleons, solicitors for the Vendor, is a director of a holding company of the Person so Engaged 賣方代表律師金杜律師事務所的一位經營人屬如此聘用的人的控權公司之董事</p>
<p>(q) The Vendor or a building contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor or contractor; 賣方或期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員；</p>	<p>Not Applicable 不適用</p>
<p>(r) The Vendor or a building contractor for the Phase is a corporation, and the corporation of which an authorized person for the Phase is a director or employee in his or her professional capacity is an associate corporation of that Vendor or contractor or of a holding company of that Vendor; 賣方或期數的承建商屬法團，而期數的認可人士以其專業身份擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團；</p>	<p>No 沒有</p>
<p>(s) The Vendor or a building contractor for the Phase is a corporation, and that contractor is an associate corporation of that Vendor or of a holding company of that Vendor. 賣方或期數的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。</p>	<p>No 沒有</p>

# INFORMATION ON DESIGN OF THE PHASE 期數的設計的資料

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

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

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

Tower 座	Floor 樓層	Unit 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆總面積 (平方米)
1	6/F 6樓	A	0.581
		B	1.047
		C	0.649
		D	0.724
		E	0.386
		F	0.484
		G	0.156
		H	0.535
		J	0.229
		K	0.255
		L	1.220
		M	1.321
		7/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F (excluding 13/F, 14/F and 24/F) (27/F is refuge floor)	A
	B		1.047
	C		0.649
	D		0.724
	E		0.386
	F		0.484
	G		0.156
	H		0.535
	J		0.229
	K		0.255
	L		1.220
	M		1.464
	7樓至12樓， 15樓至23樓， 25樓至26樓，28樓 (不設13樓、 14樓及24樓) (27樓為庇護層)	A	0.581
		B	1.047
		C	0.649
		D	0.724
		E	0.386
		F	0.484
		G	0.156
		H	0.535
		J	0.229
		K	0.255
		L	1.201
	M	1.464	
29/F - 33/F, 35/F - 43/F and 45/F - 49/F (excluding 34/F and 44/F)	A	-	
	B	1.047	
	C	0.649	
	E	0.386	
	F	0.484	
	G	0.156	
	H	0.535	
	J	0.229	
	K	0.255	
	L	1.201	
	M	1.464	
	29樓至33樓， 35樓至43樓及 45樓至49樓 (不設34樓及44樓)	A	-
B		1.047	
C		0.649	
E		0.386	
F		0.484	
G		0.156	
H		0.535	
J		0.229	
K		0.255	
L		1.201	
M		1.464	
50/F 50樓	A	-	
	B	1.047	
	C	0.649	
	E	0.386	
	F	0.484	
	G	0.156	
	H	0.535	
	J	0.229	
	K	0.255	
	L	1.201	
	M	1.464	

Tower 座	Floor 樓層	Unit 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆總面積 (平方米)
2	6/F 6樓	A	0.585
		B	0.566
		C	-
		D	-
		E	1.257
		F	1.184
		G	1.693
		H	1.439
		J	-
		K	0.443
		L	0.458
		M	0.319
		N	0.390
	7/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F (excluding 13/F, 14/F and 24/F) (27/F is refuge floor)	A	0.585
		B	0.566
		C	-
		D	-
		E	1.257
		F	1.184
		G	1.693
		H	1.439
		J	-
		K	0.443
		L	0.458
		M	0.319
	N	0.390	
	7樓至12樓， 15樓至23樓， 25樓至26樓，28樓 (不設13樓、 14樓及24樓) (27樓為庇護層)	A	0.585
		B	0.566
		C	-
		D	-
		E	1.257
		F	1.184
		G	1.693
		H	1.439
		J	-
		K	0.443
L		0.458	
M	0.319		
N	0.390		
29/F - 33/F, 35/F - 43/F and 45/F - 53/F (excluding 34/F, 44/F and 54/F)	A	0.585	
	B	0.566	
	C	-	
	D	-	
	E	1.257	
	F	1.184	
	G	1.693	
	H	1.439	
	J	-	
	K	0.443	
	L	0.458	
	M	0.319	
N	0.390		
29樓至33樓， 35樓至43樓及 45樓至53樓 (不設34樓、44樓 及54樓)	A	0.585	
	B	0.566	
	C	-	
	D	-	
	E	1.257	
	F	1.184	
	G	1.161	
	J	-	
	K	0.443	
	L	0.458	
	M	0.319	
N	0.390		
55/F 55樓	A	0.585	
	B	0.566	
	C	-	
	D	-	
	E	1.257	
	F	1.184	
	G	1.161	
	J	-	
	K	0.443	
	L	0.458	
	M	0.319	
	N	0.390	

# INFORMATION ON DESIGN OF THE PHASE 期數的設計的資料

The thickness of the curtain walls of each building: 200mm  
每幢建築物的幕牆的厚度：200毫米

## Schedule of total area of the curtain walls of each residential property 每個住宅物業的幕牆的總面積表

Tower 座	Floor 樓層	Unit 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的 幕牆總面積 (平方米)	
1	6/F 6樓	A	2.771	
		B	2.452	
		C	1.408	
		D	0.957	
		E	1.643	
		F	1.060	
		G	1.771	
		H	1.839	
		J	0.621	
		K	0.804	
		L	0.782	
		M	0.783	
		7/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F - 33/F, 35/F - 43/F and 45/F - 49/F (excluding 13/F, 14/F, 24/F, 34/F and 44/F) (27/F is refuge floor)	A	2.957
	B		2.452	
	C		1.510	
	D		0.957	
	E		1.833	
	F		1.130	
	G		1.961	
	H		2.043	
	J		0.910	
	K		0.905	
	7樓至12樓， 15樓至23樓， 25樓至26樓， 28樓至33樓， 35樓至43樓及 45樓至49樓 (不設13樓、14樓、 24樓、34樓及44樓) (27樓為庇護層)	L	0.965	
		M	0.965	
		50/F 50樓	A	2.986
			B	2.452
			C	1.510
			E	1.833
			F	1.130
			G	1.961
H			2.043	
J			0.910	
K	0.905			
L	0.965			
M	0.965			

Tower 座	Floor 樓層	Unit 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的 幕牆總面積 (平方米)	
2	6/F 6樓	A	1.867	
		B	1.872	
		C	0.522	
		D	0.522	
		E	0.783	
		F	0.783	
		G	0.864	
		H	1.822	
		J	0.783	
		K	0.916	
		L	0.853	
		M	2.202	
		7/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F (excluding 13/F, 14/F and 24/F) (27/F is refuge floor)	N	0.966
	A		2.118	
	B		2.138	
	C		0.785	
	D		0.785	
	E		0.965	
	F		0.965	
	G		0.965	
	H		2.018	
	J		0.883	
	7樓至12樓， 15樓至23樓， 25樓至26樓，28樓 (不設13樓、 14樓及24樓) (27樓為庇護層)	K	1.007	
		L	0.945	
		M	2.473	
		N	1.145	
		29/F - 33/F, 35/F - 43/F and 45/F - 53/F (excluding 34/F, 44/F and 54/F)	A	2.118
			B	2.138
			C	0.785
			D	0.785
E			0.965	
F			0.965	
G	0.965			
H	2.018			
J	0.883			
K	1.007			
L	0.945			
M	2.473			
29樓至33樓， 35樓至43樓及 45樓至53樓 (不設34樓、44樓 及54樓)	N		1.145	
	55/F 55樓	A	2.118	
		B	2.138	
		C	0.785	
		D	0.785	
		E	0.965	
		F	0.965	
		G	2.228	
		J	0.883	
		K	1.007	
L		0.945		
M		2.473		
N		1.145		

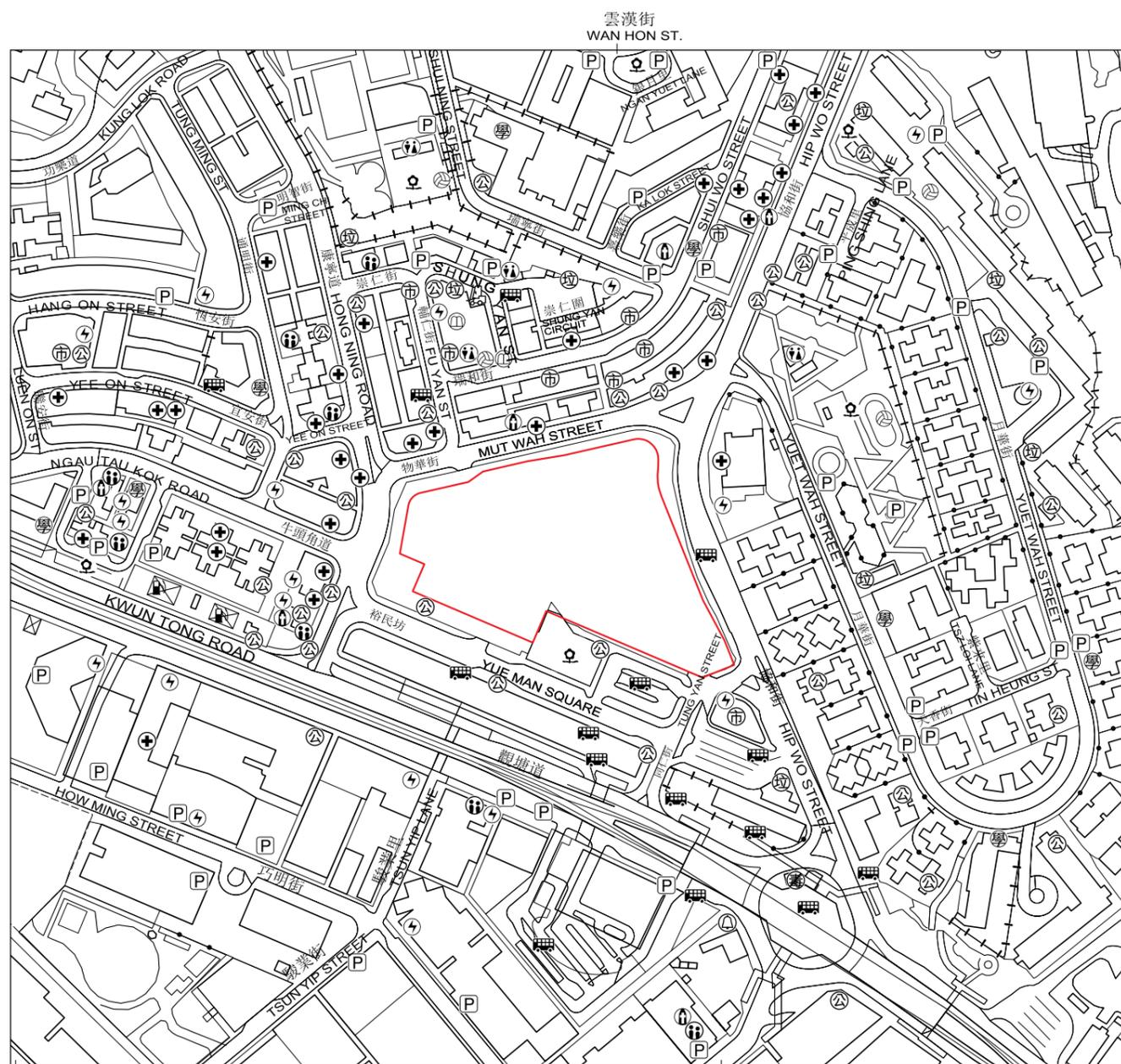
**Person appointed as the manager of the Phase under the latest draft deed of mutual covenant:**

Sino Estates Management Limited

根據有關公契的最新擬稿，獲委任為期數的管理人的人：

信和物業管理有限公司

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



鴻圖道  
HUNG TO ROAD

開源道  
HOI YUEN ROAD

Location of the Development  
發展項目的位置

0M/米 250M/米  
Scale:  
比例:

## Notation 圖例

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>① Library 圖書館</li> <li>🚚 Cargo working area 貨物裝卸區</li> <li>⛽ Petrol filling station 油站</li> <li>⚡ Power plant (including electricity sub-stations)<br/>發電廠 (包括電力分站)</li> <li>☯️ Addiction treatment centre 戒毒院所</li> <li>⊕ Clinic 診療所</li> <li>🚒 Fire station 消防局</li> <li>♻️ Refuse collection point 垃圾收集站</li> <li>🏪 Market (including a wet market and a wholesale market)<br/>市場 (包括濕貨市場及批發市場)</li> <li>🅅️ Public carpark (including a lorry park)<br/>公眾停車場 (包括貨車停泊處)</li> </ul> | <ul style="list-style-type: none"> <li>🚻 Public convenience 公廁</li> <li>🚏 Public transport terminal (including a rail station)<br/>公共交通總站 (包括鐵路車站)</li> <li>⚙️ Public utility installation 公用事業設施裝置</li> <li>🏛️ Religious institution (including a church, a temple and a Tsz Tong)<br/>宗教場所 (包括教堂、廟宇及祠堂)</li> <li>🎓 School (including a kindergarten) 學校 (包括幼稚園)</li> <li>👴 Social welfare facilities (including an elderly centre and a home for the mentally disabled)<br/>社會福利設施 (包括老人中心及弱智人士護理院)</li> <li>🏊 Sports facilities (including a sports ground and a swimming pool)<br/>體育設施 (包括運動場及游泳池)</li> <li>🌳 Public park 公園</li> </ul> |
|--|--|

The Location Plan is prepared with reference to the Survey Sheet Nos. T11-NE-C dated 22 October 2020 and T11-NE-D dated 22 October 2020 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

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所在位置圖參考日期為2020年10月22日之地政總署測繪處之測繪圖編號T11-NE-C及2020年10月22日之測繪圖編號T11-NE-D，有需要的地方經修正處理。

所在位置圖版權屬香港特區政府，經地政總署准許複印，版權特許編號74/2018。

## Remarks:

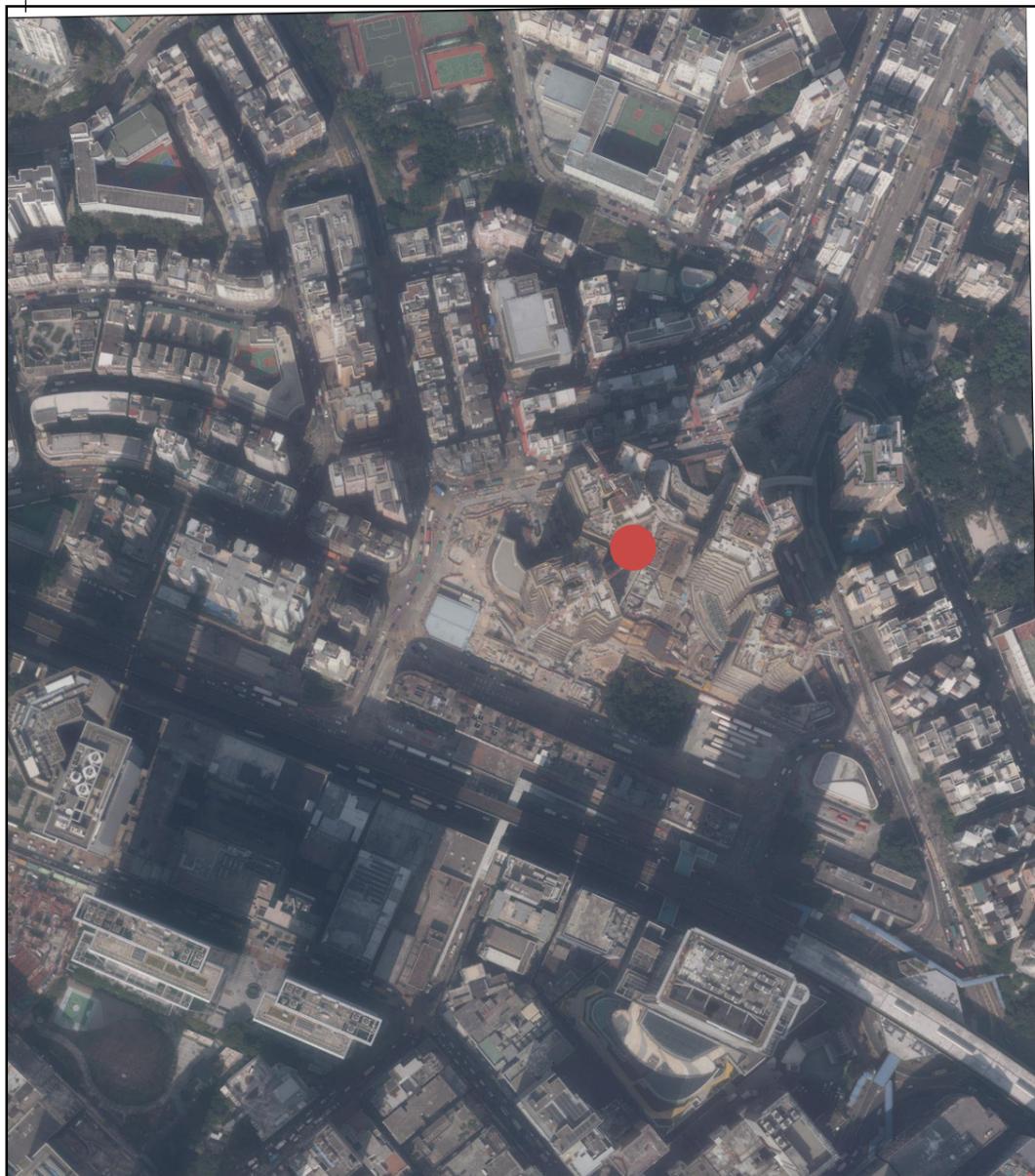
1. Due to technical reasons (such as the shape of the Development), the Location Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

## 備註:

1. 因技術原因(例如發展項目之形狀)，所在位置圖所顯示之範圍超過《一手住宅物業銷售條例》(第621章)所要求者。
2. 賣方建議準買家到發展項目作實地考察，以對發展項目、其周邊地區環境及附近的公共設施有較佳了解。

# AERIAL PHOTOGRAPH OF THE PHASE 期數的鳥瞰照片

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



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

● Location of the Phase  
期數的位置

Adopted from part of the aerial photograph, No. E080266C, dated 15 November 2019, taken by the Survey and Mapping Office, Lands Department, The Government of the Hong Kong Special Administrative Region at a flying height of 6900 feet.

摘錄自香港特別行政區政府地政總署測繪處於2019年11月15日在6900呎飛行高度拍攝之鳥瞰照片，照片編號為E080266C。

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#### Remarks:

1. Due to technical reasons (such as the shape of the Phase), the Aerial Photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Phase, its surrounding environment and the public facilities nearby.

#### 備註：

1. 因技術原因(例如期數之形狀)，鳥瞰照片所顯示之範圍超過《一手住宅物業銷售條例》(第621章)所要求者。
2. 賣方建議準買家到期數作實地考察，以對期數、其周邊地區環境及附近的公共設施有較佳了解。

# AERIAL PHOTOGRAPH OF THE PHASE 期數的鳥瞰照片



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

● Location of the Phase  
期數的位置

Adopted from part of the aerial photograph, No. E080268C, dated 15 November 2019, taken by the Survey and Mapping Office, Lands Department, The Government of the Hong Kong Special Administrative Region at a flying height of 6900 feet.

摘錄自香港特別行政區政府地政總署測繪處於2019年11月15日在6900呎飛行高度拍攝之鳥瞰照片，照片編號為E080268C。

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## Remarks:

1. Due to technical reasons (such as the shape of the Phase), the Aerial Photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Phase, its surrounding environment and the public facilities nearby.

## 備註：

1. 因技術原因(例如期數之形狀)，鳥瞰照片所顯示之範圍超過《一手住宅物業銷售條例》(第621章)所要求者。
2. 賣方建議準買家到期數作實地考察，以對期數、其周邊地區環境及附近的公共設施有較佳了解。

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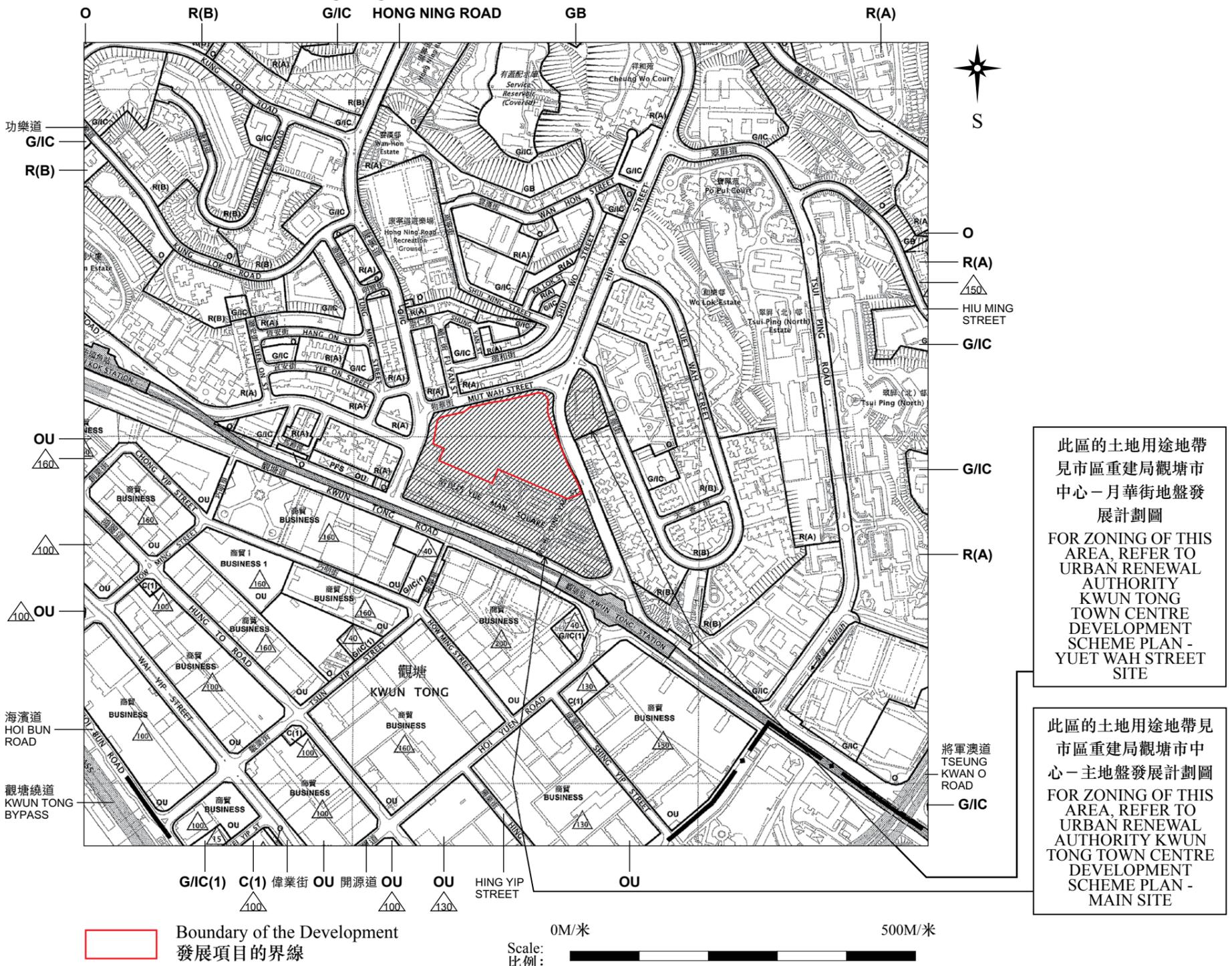
# OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT 關乎發展項目的分區計劃大綱圖等

The Outline Zoning Plan is adopted from part of the Kowloon Planning Area No. 14 (PART) – Approved Kwun Tong (South) Outline Zoning Plan No. S/K14S/22 gazetted on 9th November, 2018.

The Outline Zoning Plan is reproduced with permission of the Director of Lands. ©The Government of Hong Kong SAR.

分區計劃大綱圖摘錄自2018年11月9日憲報公布之觀塘南部(九龍規劃區第14區部分)分區計劃大綱核准圖(編號S/K14S/22)。

分區計劃大綱圖版權屬香港特區政府，經地政總署准許複印。



Boundary of the Development  
 發展項目的界線

0M/米  
 Scale:  
 比例:  500M/米

## Notation 圖例

### Zones 地帶

Commercial 商業	<span style="border: 1px solid black; padding: 2px;">C</span>
Residential(Group A) 住宅(甲類)	<span style="border: 1px solid black; padding: 2px;">R(A)</span>
Residential(Group B) 住宅(乙類)	<span style="border: 1px solid black; padding: 2px;">R(B)</span>
Government, Institution Or Community 政府、機構或社區	<span style="border: 1px solid black; padding: 2px;">G/I/C</span>
Open Space 休憩用地	<span style="border: 1px solid black; padding: 2px;">O</span>
Other Specified Uses 其他指定用途	<span style="border: 1px solid black; padding: 2px;">OU</span>
Green Belt 綠化地帶	<span style="border: 1px solid black; padding: 2px;">GB</span>

### Communications 交通

Railway And Station (Elevated) 鐵路及車站(高架)	
Major Road And Junction 主要道路及路口	
Elevated Road 高架道路	
<b>Miscellaneous 其他</b>	
Boundary Of Planning Scheme 規劃範圍界線	
Urban Renewal Authority Development Scheme Plan Area 市區重建局發展計劃圖範圍	

### Miscellaneous 其他

Building Height Control Zone Boundary 建築物高度管制區界線	
Maximum Building Height (In Meters Above Principal Datum) 最高建築物高度 (在主水平基準上若干米)	
Petrol Filling Station 加油站	P F S

### Remarks:

- Due to technical reasons (such as the shape of the Development), the Outline Zoning Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
- The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

### 備註:

- 因技術原因(例如發展項目之形狀)，分區計劃大綱圖所顯示之範圍超過《一手住宅物業銷售條例》(第621章)所要求者。
- 賣方建議準買家到發展項目作實地考察，以對發展項目、其周邊地區環境及附近的公共設施有較佳了解。

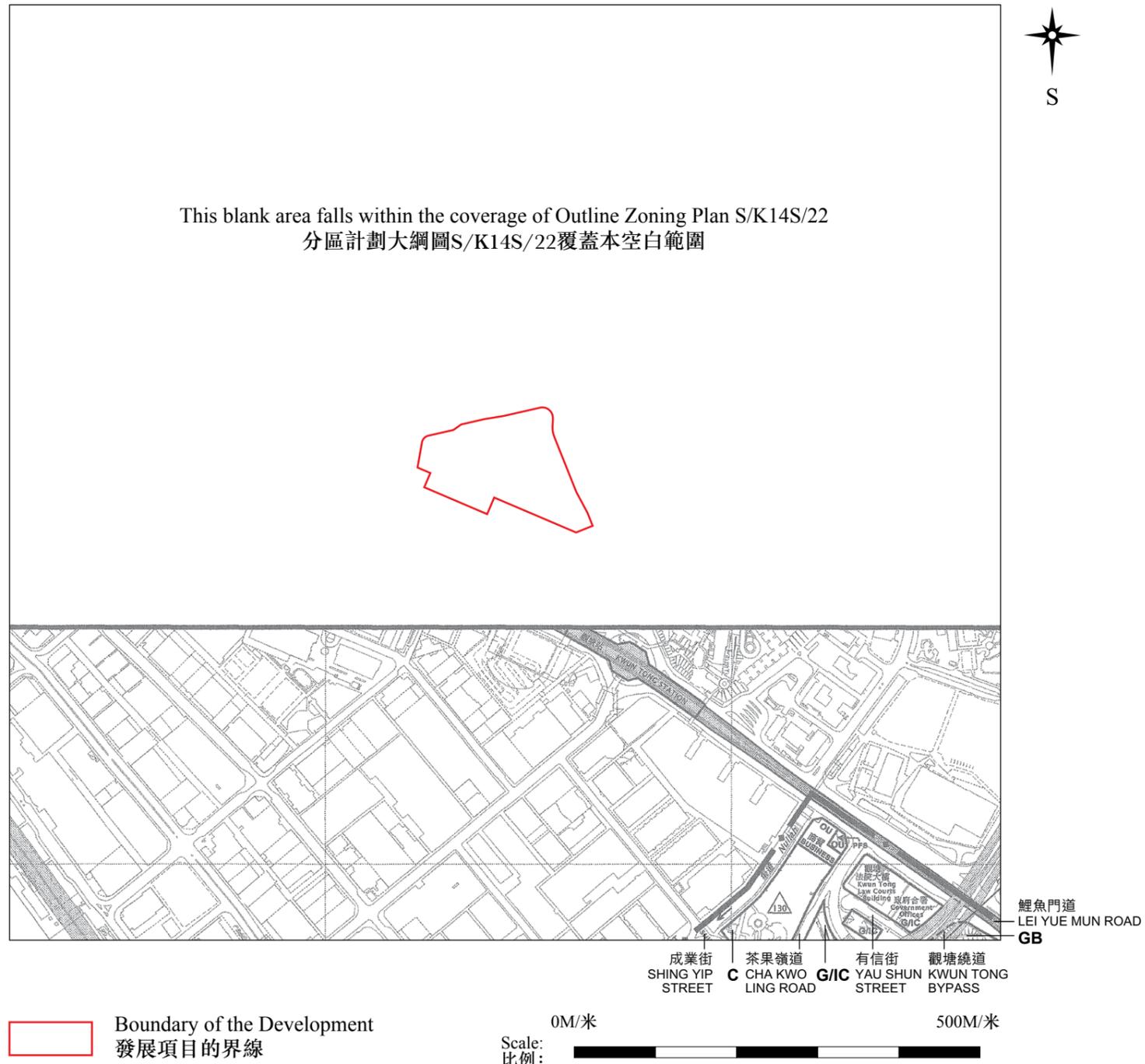
# OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT 關乎發展項目的分區計劃大綱圖等

The Outline Zoning Plan is adopted from part of the Kowloon Planning Area No.15 - Approved Cha Kwo Ling, Yau Tong, Lei Yue Mun Outline Zoning Plan No. S/K15/25 gazetted on 28th April 2017.

The Outline Zoning Plan is reproduced with permission of the Director of Lands. ©The Government of Hong Kong SAR.

分區計劃大綱圖摘錄自2017年4月28日憲報公布之茶果嶺、油塘及鯉魚門(九龍規劃區第15區)分區計劃大綱核准圖(編號S/K15/25)。

分區計劃大綱圖版權屬香港特區政府，經地政總署准許複印。



## Notation 圖例

### Zones 地帶

Commercial 商業	C
Government, Institution Or Community 政府、機構或社區	G/IC
Other Specified Uses 其他指定用途	OU
Green Belt 綠化地帶	GB

### Communications 交通

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

### Miscellaneous 其他

Boundary Of Planning Scheme 規劃範圍界線	
Maximum Building Height (In Meters Above Principal Datum) 最高建築物高度 (在主水平基準上若干米)	
Petrol Filling Station 加油站	P F S

## Remarks:

1. Due to technical reasons (such as the shape of the Development), the Outline Zoning Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

## 備註:

1. 因技術原因(例如發展項目之形狀)，分區計劃大綱圖所顯示之範圍超過《一手住宅物業銷售條例》(第621章)所要求者。
2. 賣方建議準買家到發展項目作實地考察，以對發展項目、其周邊地區環境及附近的公共設施有較佳了解。

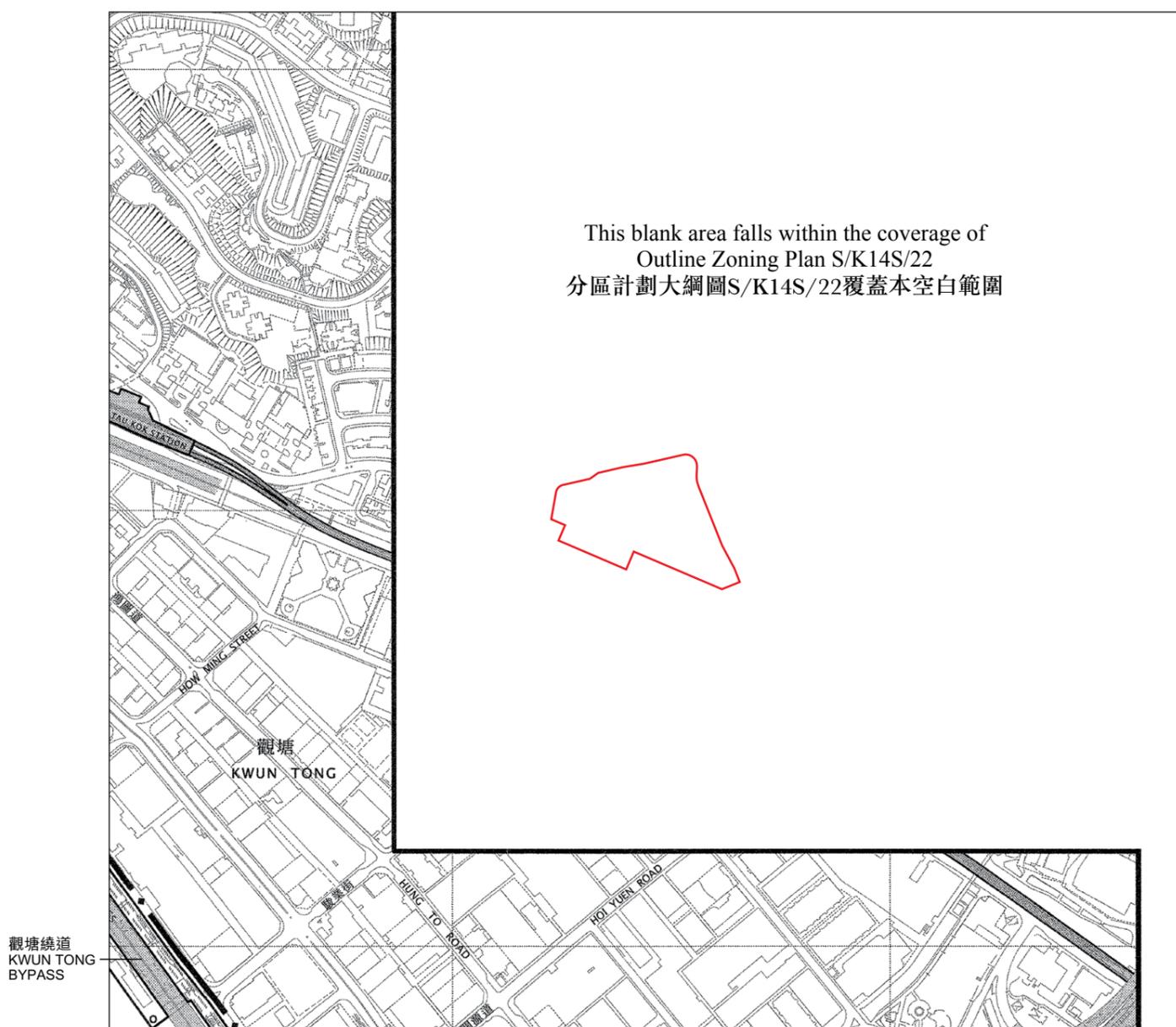
# OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT 關乎發展項目的分區計劃大綱圖等

The Outline Zoning Plan is adopted from part of the Kowloon Planning Area No. 22 (PART) – Approved Kai Tak Outline Zoning Plan No. S/K22/6 gazetted on 25th May, 2018.

The Outline Zoning Plan is reproduced with permission of the Director of Lands. ©The Government of Hong Kong SAR.

分區計劃大綱圖摘錄自2018年5月25日憲報公布之啟德(九龍規劃區第22區部分)分區計劃大綱核准圖(編號S/K22/6)。

分區計劃大綱圖版權屬香港特區政府，經地政總署准許複印。



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 Outline Zoning Plan S/K14S/22  
 分區計劃大綱圖S/K14S/22覆蓋本空白範圍

觀塘繞道  
 KWUN TONG  
 BYPASS



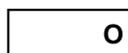
 Boundary of the Development  
 發展項目的界線

0M/米  
 Scale:  
 比例:  500M/米

## Notation 圖例

### Zones 地帶

Open Space 休憩用地

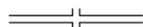


### Communications 交通

Railway And Station (Elevated)  
 鐵路及車站(高架)



Major Road And Junction  
 主要道路及路口



Elevated Road 高架道路



### Miscellaneous 其他

Boundary Of Planning Scheme  
 規劃範圍界線



### Remarks:

1. Due to technical reasons (such as the shape of the Development), the Outline Zoning Plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance (Cap.621).
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

### 備註:

1. 因技術原因(例如發展項目之形狀)，分區計劃大綱圖所顯示之範圍超過《一手住宅物業銷售條例》(第621章)所要求者。
2. 賣方建議準買家到發展項目作實地考察，以對發展項目、其周邊地區環境及附近的公共設施有較佳了解。

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

The Development Scheme Plan is adopted from the Urban Renewal Authority Kwun Tong Town Centre Development Scheme Plan - Main Site (Plan No. S/K14S/URA1/2) gazetted on 12 September, 2008.

The Development Scheme Plan - Land Use Diagram is reproduced with permission of the Director of Lands ©The Government of Hong Kong SAR.

發展計劃圖摘錄自2008年9月12日憲報公布之市區重建局觀塘市中心 - 主地盤發展計劃圖 (編號 S/K14S/URA1/2)

發展計劃圖 - 土地用途圖表版權屬香港特區政府，經地政總署准許複印。



 Boundary of the Development  
 發展項目的界線

0M/米  
 Scale:  
 比例:  120M/米

## Notation 圖例

Boundary of Development Scheme  
 發展計劃範圍界線 

Comprehensive Development (1)  
 綜合發展區(1) 

## Remarks:

- The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

## 備註:

- 賣方建議準買家到發展項目作實地考察，以對發展項目、其周邊地區環境及附近的公共設施有較佳了解。

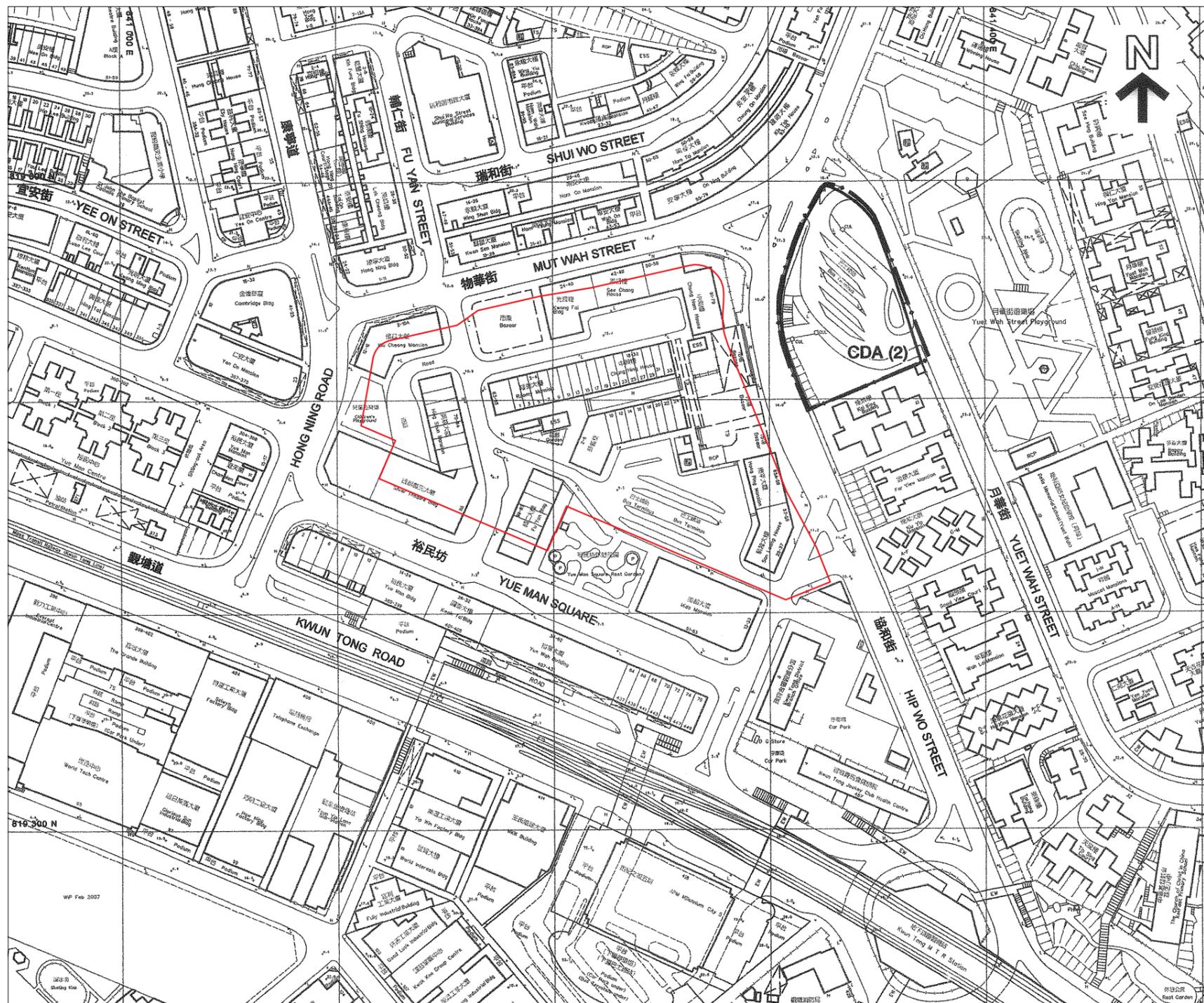
# OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT 關乎發展項目的分區計劃大綱圖等

The Development Scheme Plan is adopted from the Urban Renewal Authority Kwun Tong Town Centre Development Scheme Plan - Yue Wah Street Site. (Plan No. S/K14S/URA2/2) gazetted on 12 September, 2008.

The Development Scheme Plan - Land Use Diagram is reproduced with permission of the Director of Lands ©The Government of Hong Kong SAR.

發展計劃圖摘錄自2008年9月12日憲報公布之市區重建局觀塘市中心 - 月華街地盤發展計劃圖 (編號 S/K14S/URA2/2)

發展計劃圖 - 土地用途圖表版權屬香港特區政府，經地政總署准許複印。



 Boundary of the Development  
 發展項目的界線

0M/米  
 Scale: 比例:  120M/米

### Notation 圖例

Boundary of Development Scheme  
 發展計劃範圍界線 

Comprehensive Development (2)  
 綜合發展區 (2) 

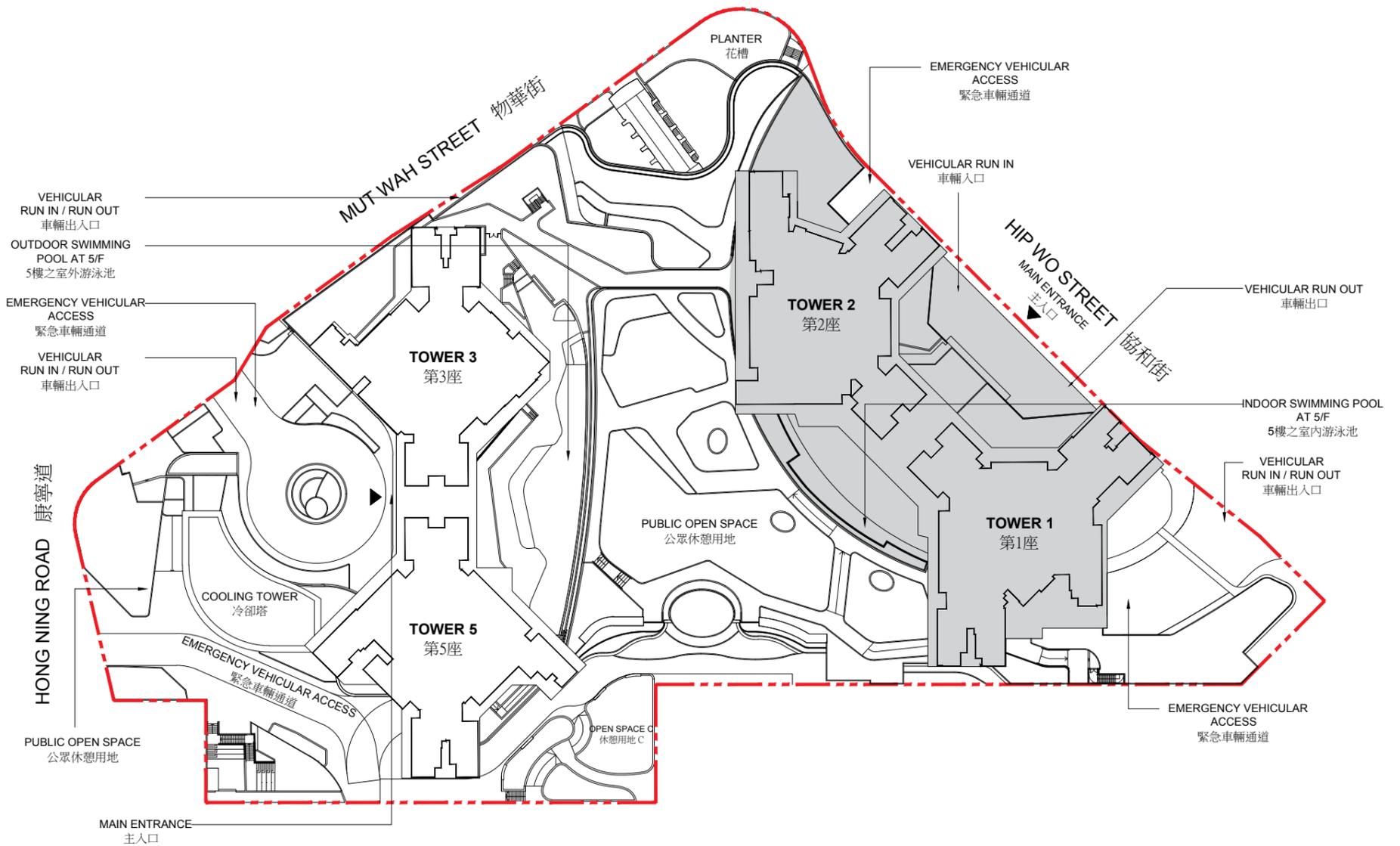
### Remarks:

- The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.

### 備註:

- 賣方建議準買家到發展項目作實地考察，以對發展項目、其周邊地區環境及附近的公共設施有較佳了解。

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



- Phase I of the Development  
發展項目第一期
- Other Phases  
其他期數
- Boundary of the Development  
發展項目的界線

Scale: 0M/米 20M/米  
比例:



The estimated date of completion of the buildings and facilities within the Development as provided by the Authorized Person for the Development:  
由發展項目的認可人士提供的位於發展項目的建築物及設施的預計落成日期：

Phase 期數	Buildings and Facilities 建築物及設施	Estimated date of completion 預計落成日期
Podium Phase II 平台第二期	Commercial Portion at 3/F, Public Open Space, Open Space C 於3樓之商場部分, 公眾休憩用地, 休憩用地C	30 November 2020 2020年11月30日
Residential Phase I <sup>#</sup> 住宅第一期	Residential Tower 1 & Tower 2 住宅樓宇的第1座及第2座	
Residential Phase II 住宅第二期	Residential Tower 3 & Tower 5 住宅樓宇的第3座及第5座	

<sup>#</sup> Phase I of the Development includes Residential Phase I.  
發展項目第一期包括住宅第一期。

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

## Legend for floor plans 樓面平面圖圖例

A/C PLATFORM	= Air Conditioner Platform	= 空調機平台
A/C PLINTH	= Air Conditioner Plinth	= 空調機底座
ACOUSTIC FIN	= Acoustic Fin	= 減音鱗片
ACOUSTIC FIN BELOW	= Acoustic Fin Below	= 減音鱗片置下
ACOUSTIC WINDOW	= Acoustic Window	= 減音窗
A.F.	= Architectural Feature	= 建築裝飾
A.F. AT H/L	= Architectural Feature At High Level	= 建築裝飾置高位
A.F. ABOVE	= Architectural Feature Above	= 建築裝飾置上
ALUMINIUM A.F. AT ABOVE	= Aluminium Architectural Feature At Above	= 鋁質建築裝飾置上
ALUMIN. CLADDING	= Aluminium Cladding	= 鋁質飾面
BAL.	= Balcony	= 露台
BATH	= Bathroom	= 浴室
BR	= Bedroom	= 睡房
BR1	= Bedroom 1	= 睡房1
BR2	= Bedroom 2	= 睡房2
BR3	= Bedroom 3	= 睡房3
BUILDING LINE ABOVE	= Building Line Above	= 建築物界線置上
COMMON FLAT ROOF	= Common Flat Roof	= 公用平台
COVER FOR BAL. BELOW	= Cover For Balcony Below	= 露台上蓋置下
COVER FOR BAL.	= Cover For Balcony	= 露台上蓋
COVER FOR U.P.	= Cover For Utility Platform	= 工作平台上蓋
COVER FOR U.P. BELOW	= Cover For Utility Platform Below	= 工作平台上蓋置下
COVER FOR PIPE WELL WITH LOUVRES AT SIDES	= Cover For Pipe Well With Louvres At Side	= 管井上蓋連旁邊百葉
C.R.	= Cable Riser Duct	= 電線槽
C.W.	= Curtain Wall	= 玻璃幕牆
D.H.	= Dog House	= 機電管道房
DIN.	= Dining Room	= 飯廳
DN	= Down	= 落
ELECT METER ROOM	= Electric Meter Room	= 電錶房
ELV ROOM	= Extra-low Voltage Cable Room	= 特低電壓房
ENHANCED ACOUSTIC BAL.	= Enhanced Acoustic Balcony	= 強效減音露台
EXHAUST FAN ROOM	= Exhaust Fan Room	= 排氣扇房
FLAT ROOF	= Flat Roof	= 平台
FLAT ROOF AT 7/F ONLY	= Flat Roof At 7/F Only	= 僅於7樓之平台
FLAT ROOF BELOW	= Flat Roof Below	= 平台置下
FLUSHING WATER PLANT ROOM	= Flushing Water Plant Room	= 沖廁水機房
FULL HEIGHT GLASS WALL	= Full Height Glass Wall	= 全高玻璃牆
GLASS CLADDING	= Glass Cladding	= 玻璃飾面
HR	= Hose Reel	= 消防喉轆
KIT.	= Kitchen	= 廚房
LIFT LOBBY 1	= Lift Lobby 1	= 升降機大堂 1
LIFT LOBBY 2	= Lift Lobby 2	= 升降機大堂 2
LIFT SHAFT	= Lift Shaft	= 升降機井道
LIGHT WELL	= Light Well	= 採光井
LIV.	= Living Room	= 客廳
LOUVRE ENCLOSURE FOR A/C	= Louvre Enclosure For Air Conditioner	= 空調機百葉罩
M.BATH	= Master Bathroom	= 主人浴室
M.BATH 1	= Master Bathroom 1	= 主人浴室 1
M.BATH 2	= Master Bathroom 2	= 主人浴室 2
M.BATH 3	= Master Bathroom 3	= 主人浴室 3
MBR	= Master Bedroom	= 主人睡房
METAL GRILLE	= Metal Grille	= 金屬欄柵
M.L. AT H/L	= Metal Louvres At High Level	= 金屬百葉置高位
M.W.	= Maintenance Window	= 維修窗
OPEN KIT.	= Open Kitchen	= 開放式廚房
P.D.	= Pipe Duct	= 管槽
PIPE WELL	= Pipe Well	= 管井
POTABLE WATER PLANT ROOM	= Potable Water Plant Room	= 飲用水機房

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

## Legend for floor plans 樓面平面圖圖例

PRIVATE FLAT ROOF	= Private Flat Roof	= 私人平台
R.C. PLINTH	= Reinforced Concrete Plinth	= 鋼筋混凝土底座
ROOF	= Roof	= 天台
REFUSE STORAGE ROOM	= Refuse Storage Room	= 垃圾房
SELF CLOSING DOOR	= Self-Closing Door	= 自動關閉門
STORE	= Store Room	= 儲物房
U.P.	= Utility Platform	= 工作平台
UP	= Up	= 上
VOID	= Void	= 中空
WC	= Water Closet	= 洗手間
WMC	= Water Meter Cabinet	= 水錶櫃

### Notes:

1. There are architectural features and / or exposed pipes on external walls of some of the floors. For their locations, please refer to the latest approved building plans.
2. Exposed or concealed common pipes are located at or adjacent to balcony and / or flat roof and / or utility platform and / or air-conditioning platform and / or external wall of some residential units. For their locations, please refer to the latest approved building plans.
3. Some residential units have ceiling bulkheads and / or sunken slab from unit above, for the installation of air conditioning system and / or electrical and mechanical services, located at living / dining room, bedrooms, corridor and / or kitchen.
4. Balconies and utility platforms are non-enclosed areas.
5. Symbols of fittings shown on the floor plans, such as bathtubs, sink, water closets, sink counter, etc., are retrieved from the latest approved building plans for general indication only.

### 備註：

1. 部份樓層外牆範圍設有建築裝飾及/或外露喉管，其位置請參考最新的經批准的建築圖則。
2. 部份住宅單位的露台及/或平台及/或工作平台及/或空調機平台及/或外牆或其旁設有外露或內藏之公用喉管，其位置請參考最新的經批准的建築圖則。
3. 部份住宅單位客/飯廳、睡房、走廊及/或廚房有假天花及/或上層單位之跌級樓板用以安裝空調系統及/或機電設備。
4. 露台及工作平台為非封閉的地方。
5. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。

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

## TOWER 1 6/F FLOOR PLAN 第1座 6樓樓面平面圖

	Tower 座	Unit 單位		A	B	C	D	E	F	G	H	J	K	L	M
		Floor 樓層													
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	1	6/F		2775, 2800, 2900, 3100, 3150, 3325	2775, 2800, 3150	2775, 2800, 2900, 3150, 3325	2775, 2800, 3150	2775, 2800, 3150, 3325		2775, 2800, 2900, 3150, 3325		2775, 2800, 3150, 3325		2775, 2800, 2900, 3150, 3325	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)		6樓		150, 400		150	150, 400	150	150, 400	150		150, 400			

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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

### Notes:

1. The dimensions in the floor plans are all structural dimensions in millimetre.
2. Please refer to pages 26 and 27 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.

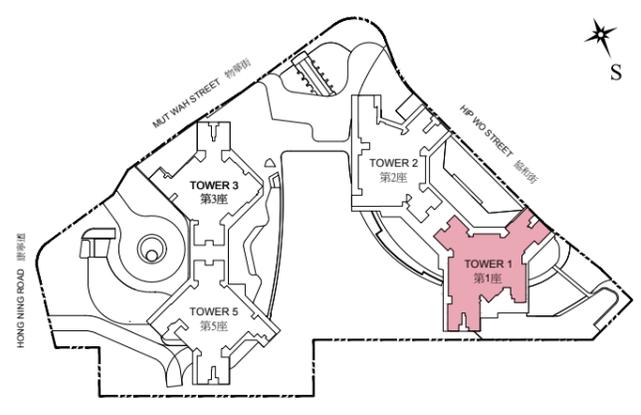
### 備註：

1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
2. 請參閱本售樓說明書第26及27頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。

TOWER 1 6/F FLOOR PLAN  
第1座 6樓樓面平面圖



KEY PLAN 指示圖



Scale : 0 5M(米)  
比例 :

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

## TOWER 1 7/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F - 33/F, 35/F - 43/F AND 45/F - 49/F FLOOR PLAN 第1座 7樓至12樓，15樓至23樓，25樓至26樓，28樓至33樓，35樓至43樓及45樓至49樓樓面平面圖

	Tower 座	Unit 單位 Floor 樓層	A	B	C	D	E	F	G	H	J	K	L	M
			Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)		7/F - 12/F, 15/F - 23/F, 25/F, 28/F - 33/F, 35/F - 43/F and 45/F - 48/F	2775, 2800, 2900, 3100, 3150	2775, 2800, 3150	2775, 2800, 2900, 3150	2775, 2800, 3150			2775, 2800, 2900, 3150		2775, 2800, 3150
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)		7樓至12樓， 15樓至23樓， 25樓，28樓至33樓， 35樓至43樓及 45樓至48樓	150, 400			150	150, 400	150	150, 400		150		150, 400	
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)		26/F	3150											
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	1	26樓	150, 400			150	150, 400	150	150, 400		150		150, 400	
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)		49/F	2775, 2800, 2900, 3150, 3175	2775, 2800, 3150	2775, 2800, 2900, 3150	2775, 3150, 3175	2775, 2800, 3150		2775, 2800, 2900, 3150		2775, 2800, 3150		2775, 2800, 2900, 3150	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)		49樓	150, 175, 400	150, 400			150, 175	150, 400	150	150, 400		150		150, 400

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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

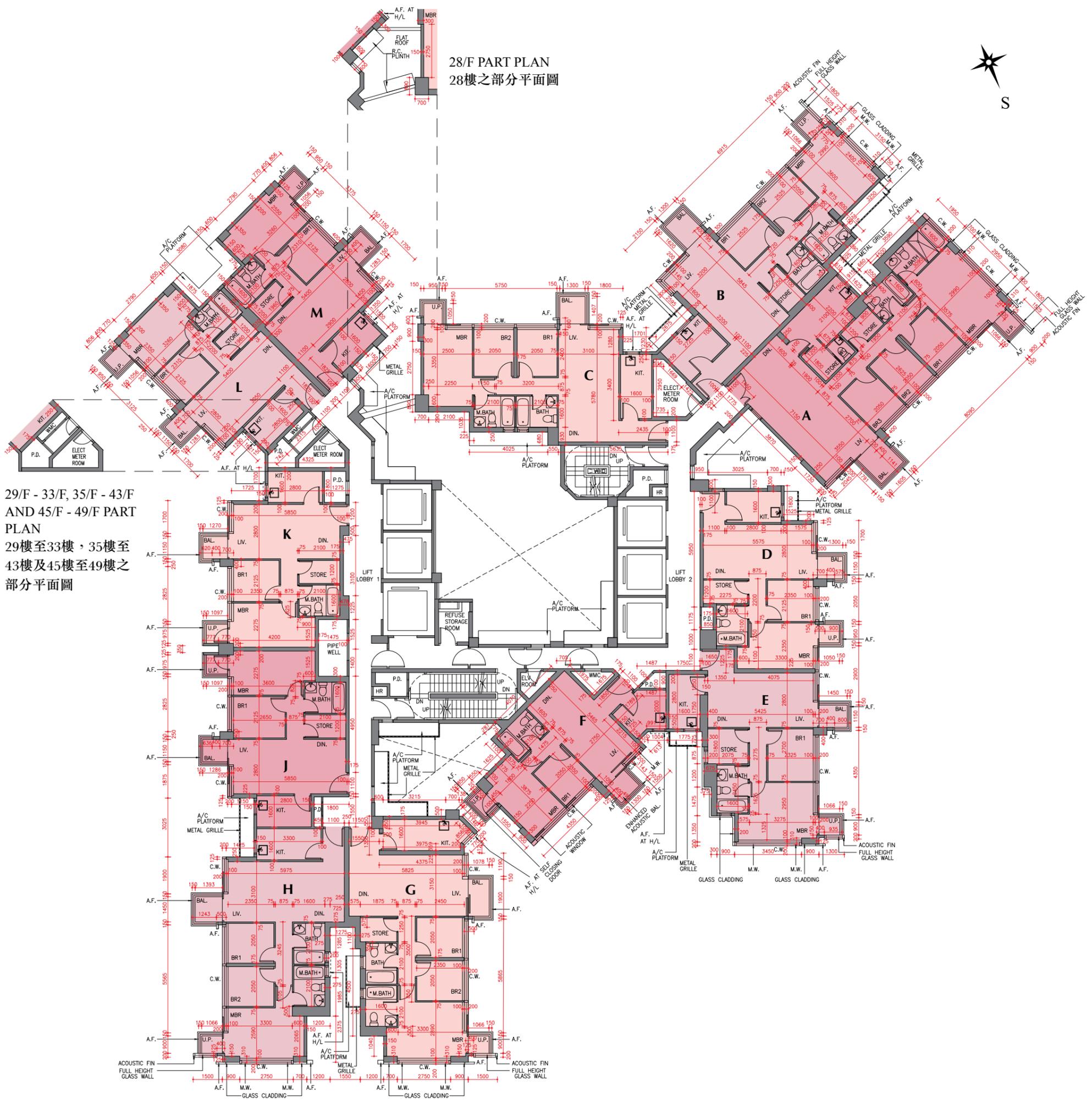
### Notes:

- The dimensions in the floor plans are all structural dimensions in millimetre.
- Please refer to pages 26 and 27 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
- 13/F, 14/F, 24/F, 34/F and 44/F are omitted. 27/F is refuge floor.

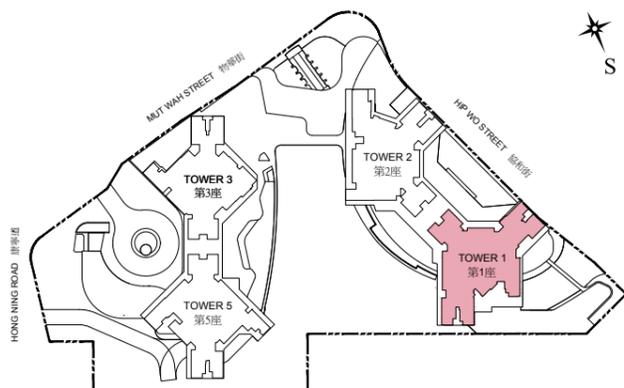
### 備註：

- 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
- 請參閱本售樓說明書第26及27頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
- 不設13樓、14樓、24樓、34樓及44樓。27樓為庇護層。

TOWER 1 7/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F - 33/F, 35/F - 43/F AND 45/F - 49/F FLOOR PLAN  
 第1座 7樓至12樓，15樓至23樓，25樓至26樓，28樓至33樓，35樓至43樓及45樓至49樓樓面平面圖



KEY PLAN 指示圖



Scale : 0 5M(米)  
 比例 :

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

## TOWER 1 50/F FLOOR PLAN 第1座 50樓樓面平面圖

	Tower 座	Unit 單位	A	B	C	E	F	G	H	J	K	L	M
		Floor 樓層											
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	1	50/F	3150, 3300										
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)		50樓	175, 225		175, 400		175	175, 400		175			175, 400

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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

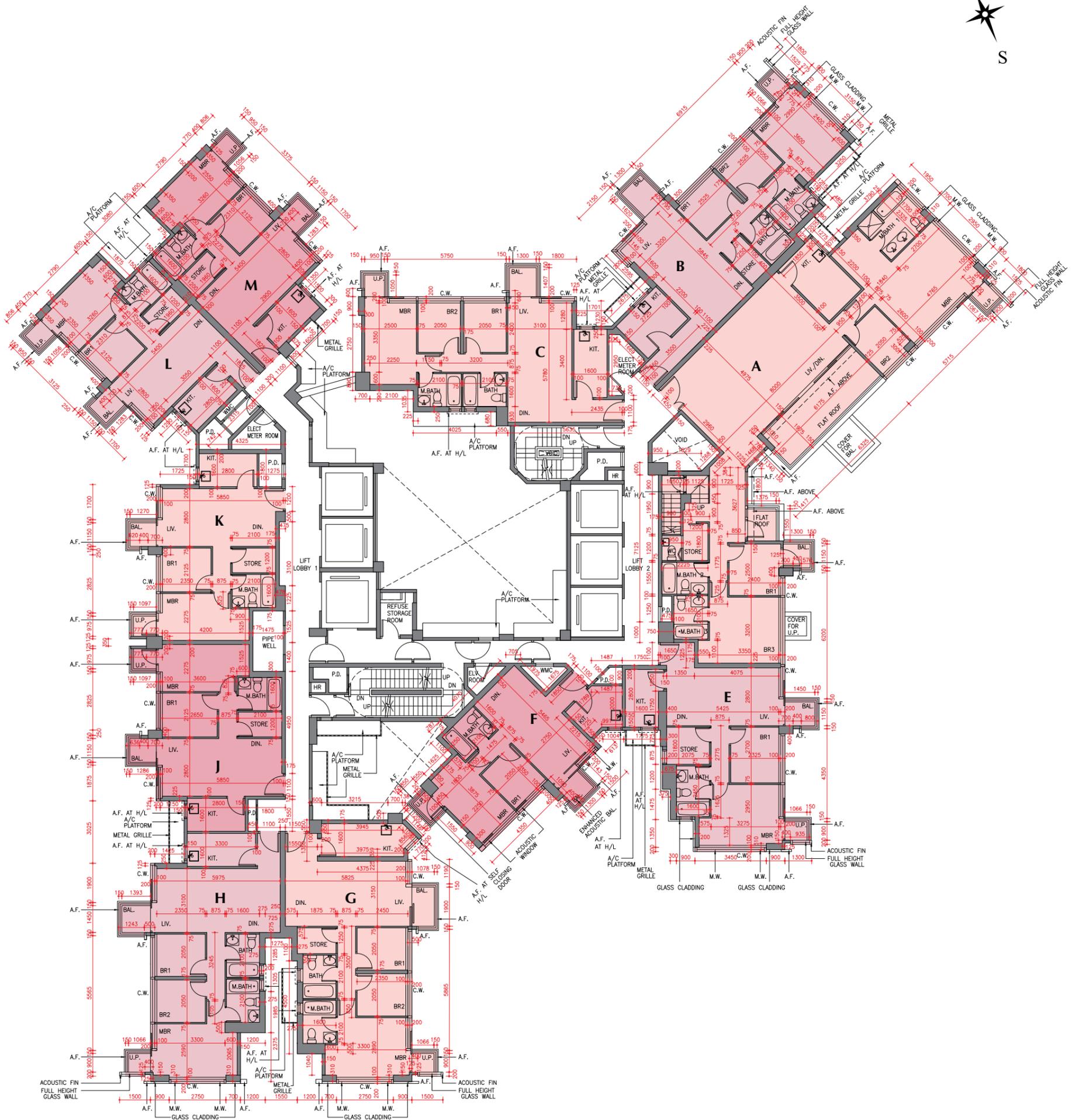
### Notes:

1. The dimensions in the floor plans are all structural dimensions in millimetre.
2. Please refer to pages 26 and 27 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.

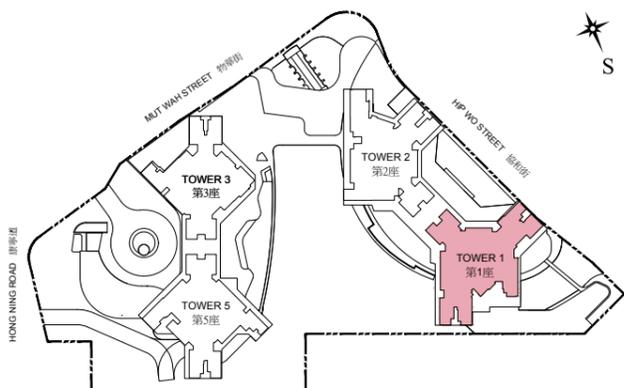
### 備註：

1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
2. 請參閱本售樓說明書第26及27頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。

TOWER 1 50/F FLOOR PLAN  
第1座 50樓樓面平面圖



KEY PLAN 指示圖



Scale : 0 5M(米)  
比例 :

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

## TOWER 1 ROOF FLOOR PLAN 第1座 天台樓面平面圖

	Tower 座	Unit 單位	A	B	C	E	F	G	H	J	K	L	M
		Floor 樓層											
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	1	Roof	Not Applicable 不適用										
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)		天台	Not Applicable 不適用										

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

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。

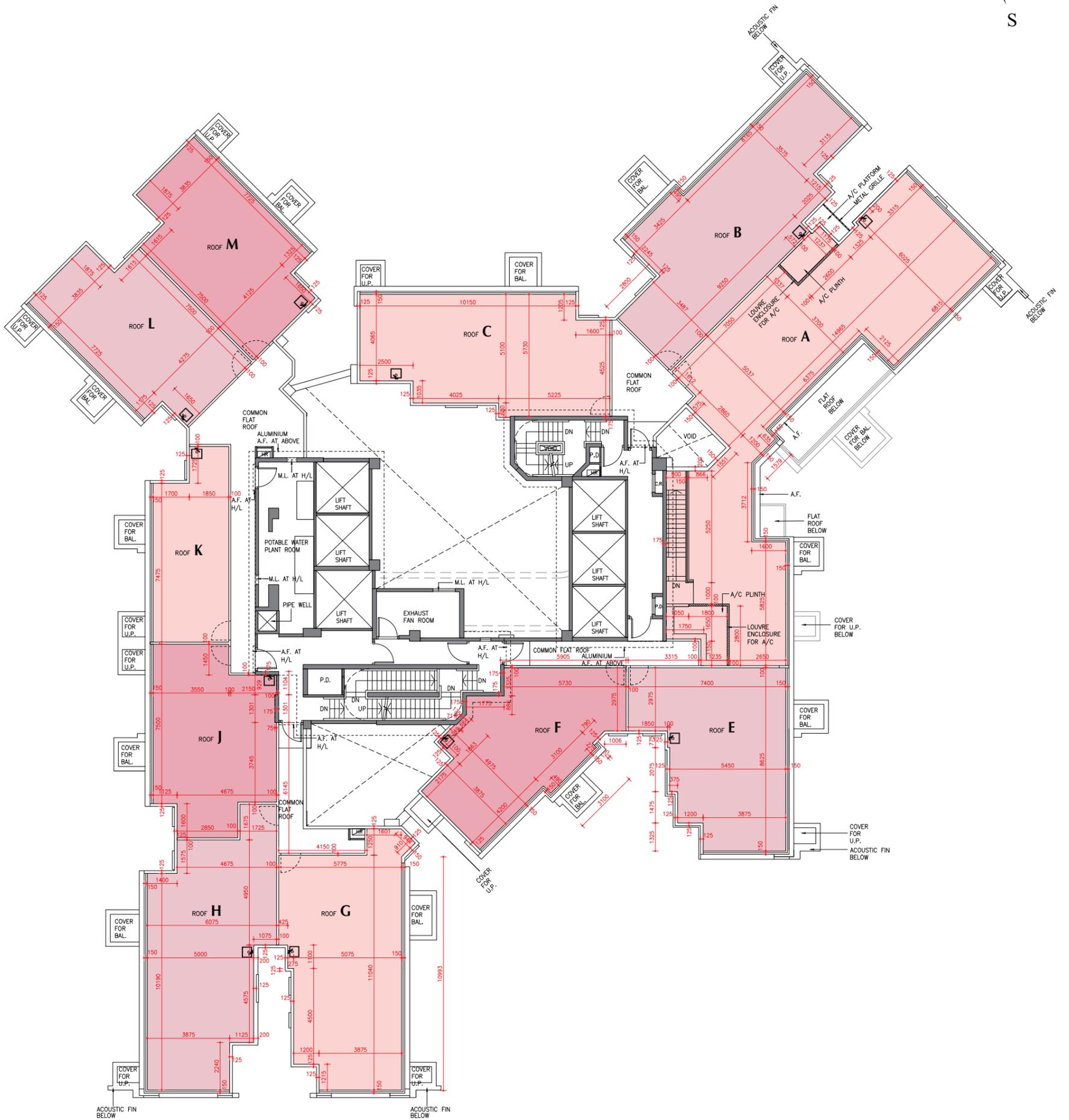
### Notes:

1. The dimensions in the floor plans are all structural dimensions in millimetre.
2. Please refer to pages 26 and 27 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.

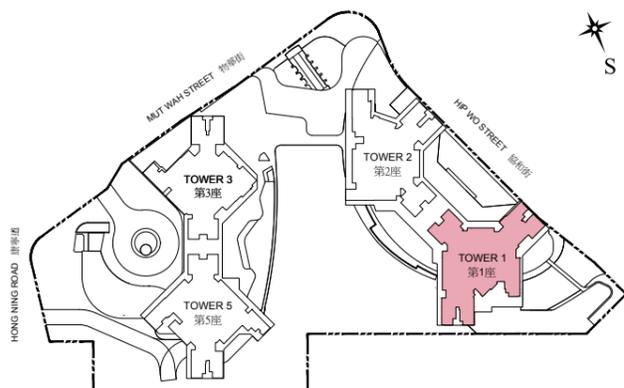
### 備註：

1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
2. 請參閱本售樓說明書第26及27頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。

**TOWER 1 ROOF FLOOR PLAN**  
**第1座 天台樓面平面圖**



**KEY PLAN 指示圖**



Scale : 0 5M(米)  
 比例 :

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

## TOWER 2 6/F FLOOR PLAN 第2座 6樓樓面平面圖

	Tower 座	Unit 單位		A	B	C	D	E	F	G	H	J	K	L	M	N
		Floor 樓層														
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	2	6/F		2775, 2800, 2900, 3100, 3150, 3325		2775, 2800, 3150, 3325		2775, 2800, 2900, 3150, 3325		2775, 2800, 3150, 3325		2775, 2800, 2900, 3150, 3325		2775, 2800, 3100, 3150, 3325		2775, 2800, 2900, 3150, 3325
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)		6樓		150, 400	150	150, 450	150	150, 450	150	150, 450	150	150, 450	150	150, 450	150	150, 450

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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

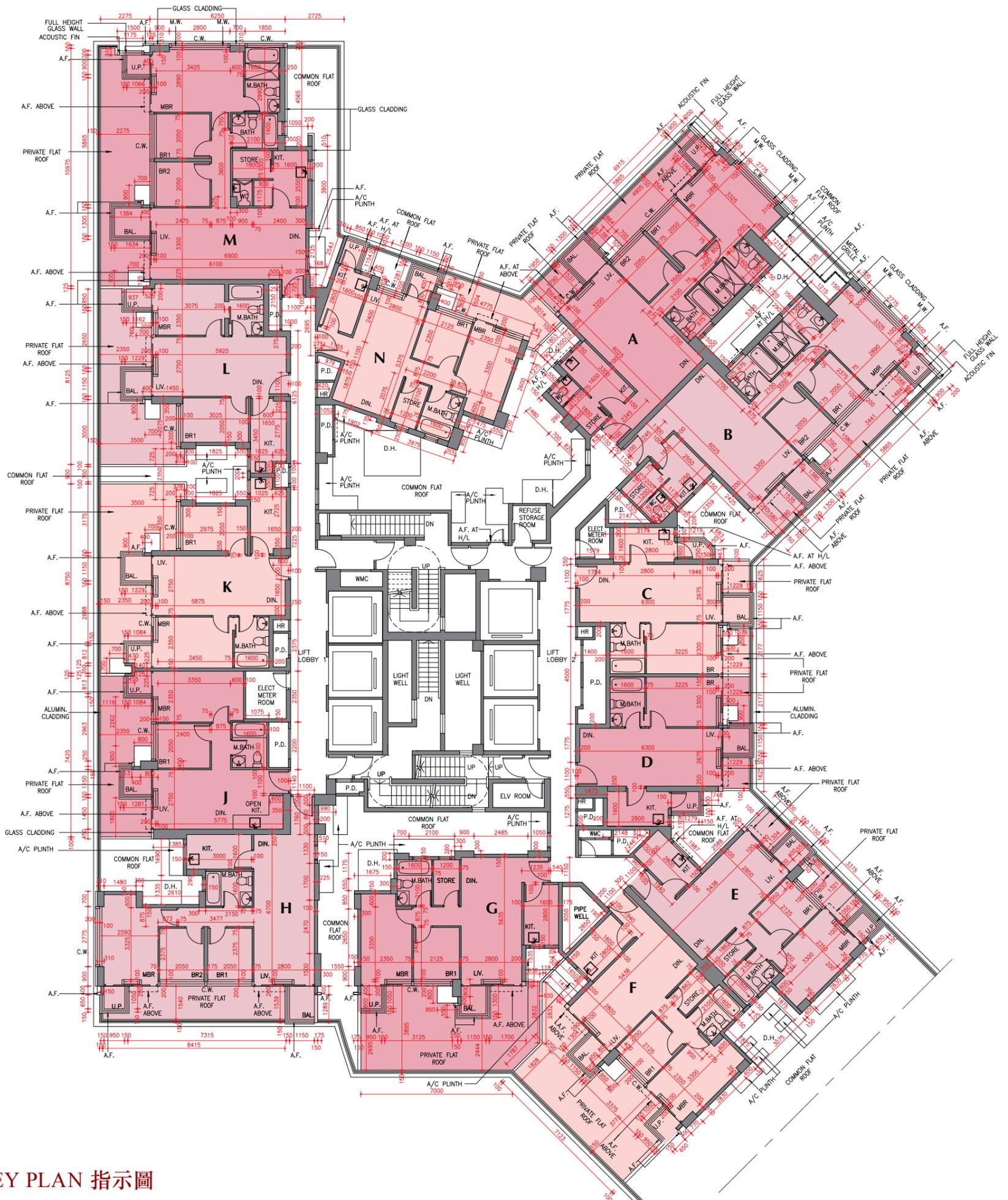
### Notes:

1. The dimensions in the floor plans are all structural dimensions in millimetre.
2. Please refer to pages 26 and 27 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.

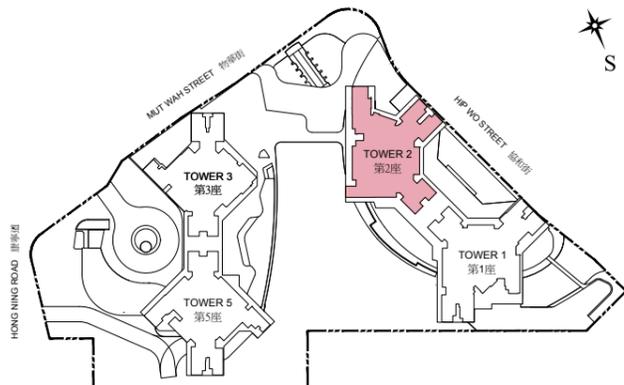
### 備註：

1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
2. 請參閱本售樓說明書第26及27頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。

TOWER 2 6/F FLOOR PLAN  
第2座 6樓樓面平面圖



KEY PLAN 指示圖



Scale : 0 5M(米)  
比例 :

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

## TOWER 2 7/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F - 33/F, 35/F - 43/F AND 45/F - 53/F FLOOR PLAN 第2座 7樓至12樓，15樓至23樓，25樓至26樓，28樓至33樓，35樓至43樓及45樓至53樓樓面平面圖

	Tower 座	Unit 單位 Floor 樓層	A	B	C	D	E	F	G	H	J	K	L	M	N	
			Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	2	7/F - 12/F, 15/F - 23/F, 25/F, 28/F - 33/F, 35/F - 43/F and 45/F - 52/F	2775, 2800, 2900, 3100, 3150		2775, 2800, 3150		2775, 2800, 2900, 3150		2775, 2800, 3150	2775, 2800, 2900, 3150		2775, 2800, 3150	
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	7樓至12樓， 15樓至23樓， 25樓，28樓至33樓， 35樓至43樓及 45樓至52樓	150, 400			150		150, 450				150				150, 450	
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	26/F	3150														
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	26樓	150, 400			150		150, 450				150				150, 450	
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	53/F	2775, 2800, 2900, 3100, 3150			2775, 2800, 3150		2775, 2800, 2900, 3150		2800, 3150, 3175	2775, 2900, 3150	2775, 2800, 2900, 3150		2775, 2800, 3150		2775, 2800, 3100, 3150	2775, 2800, 2900, 3150
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)	53樓	150, 400			150		150, 450		150, 175, 300, 450		150				150, 450	

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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

### Notes:

- The dimensions in the floor plans are all structural dimensions in millimetre.
- Please refer to pages 26 and 27 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
- 13/F, 14/F, 24/F, 34/F, 44/F and 54/F are omitted. 27/F is refuge floor.

### 備註：

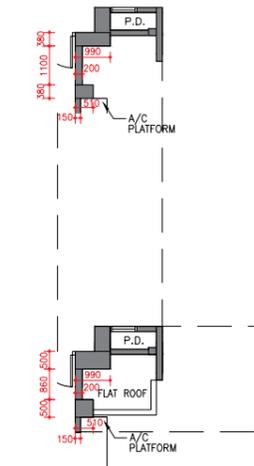
- 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
- 請參閱本售樓說明書第26及27頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
- 不設13樓、14樓、24樓、34樓、44樓及54樓。27樓為庇護層。

TOWER 2 7/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F - 33/F, 35/F - 43/F AND 45/F - 53/F FLOOR PLAN  
 第2座 7樓至12樓, 15樓至23樓, 25樓至26樓, 28樓至33樓, 35樓至43樓及45樓至53樓樓面平面圖

28/F PART PLAN  
 28樓之部分平面圖



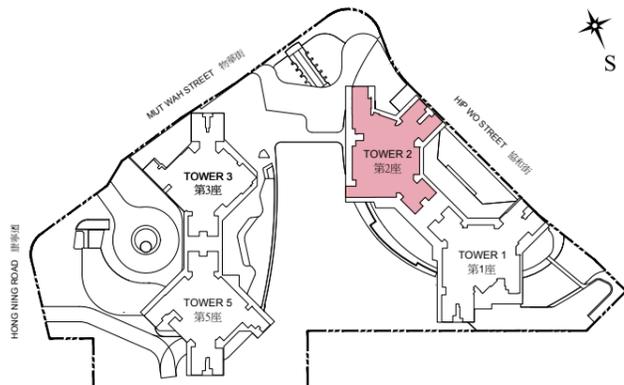
29/F - 33/F, 35/F - 43/F AND 45/F - 53/F PART PLAN  
 29樓至33樓, 35樓至43樓及45樓至53樓之部分平面圖



28/F PART PLAN  
 28樓之部分平面圖

28/F PART PLAN  
 28樓之部分平面圖

KEY PLAN 指示圖



Scale : 0 5M(米)  
 比例 :

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

## TOWER 2 55/F FLOOR PLAN 第2座 55樓樓面平面圖

	Tower 座	Unit 單位		A	B	C	D	E	F	G	J	K	L	M	N
		Floor 樓層													
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	2	55/F	3150, 3300												
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)		55樓	175, 400	175	175, 450	175, 200, 300, 400, 450	175	175, 450							

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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

### Notes:

1. The dimensions in the floor plans are all structural dimensions in millimetre.
2. Please refer to pages 26 and 27 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.

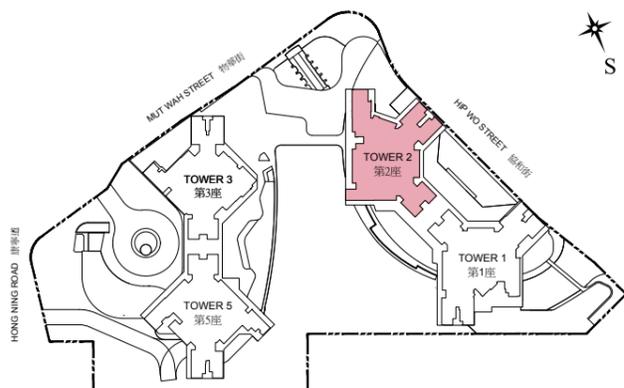
### 備註：

1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
2. 請參閱本售樓說明書第26及27頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。

TOWER 2 55/F FLOOR PLAN  
第2座 55樓樓面平面圖



KEY PLAN 指示圖



Scale : 0 5M(米)  
比例 :

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

## TOWER 2 ROOF FLOOR PLAN 第2座 天台樓面平面圖

	Tower 座	Unit 單位													
		Floor 樓層	A	B	C	D	E	F	G	J	K	L	M	N	
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	2	Roof	Not Applicable 不適用												
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度(不包括灰泥)(毫米)		天台	Not Applicable 不適用												

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

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。

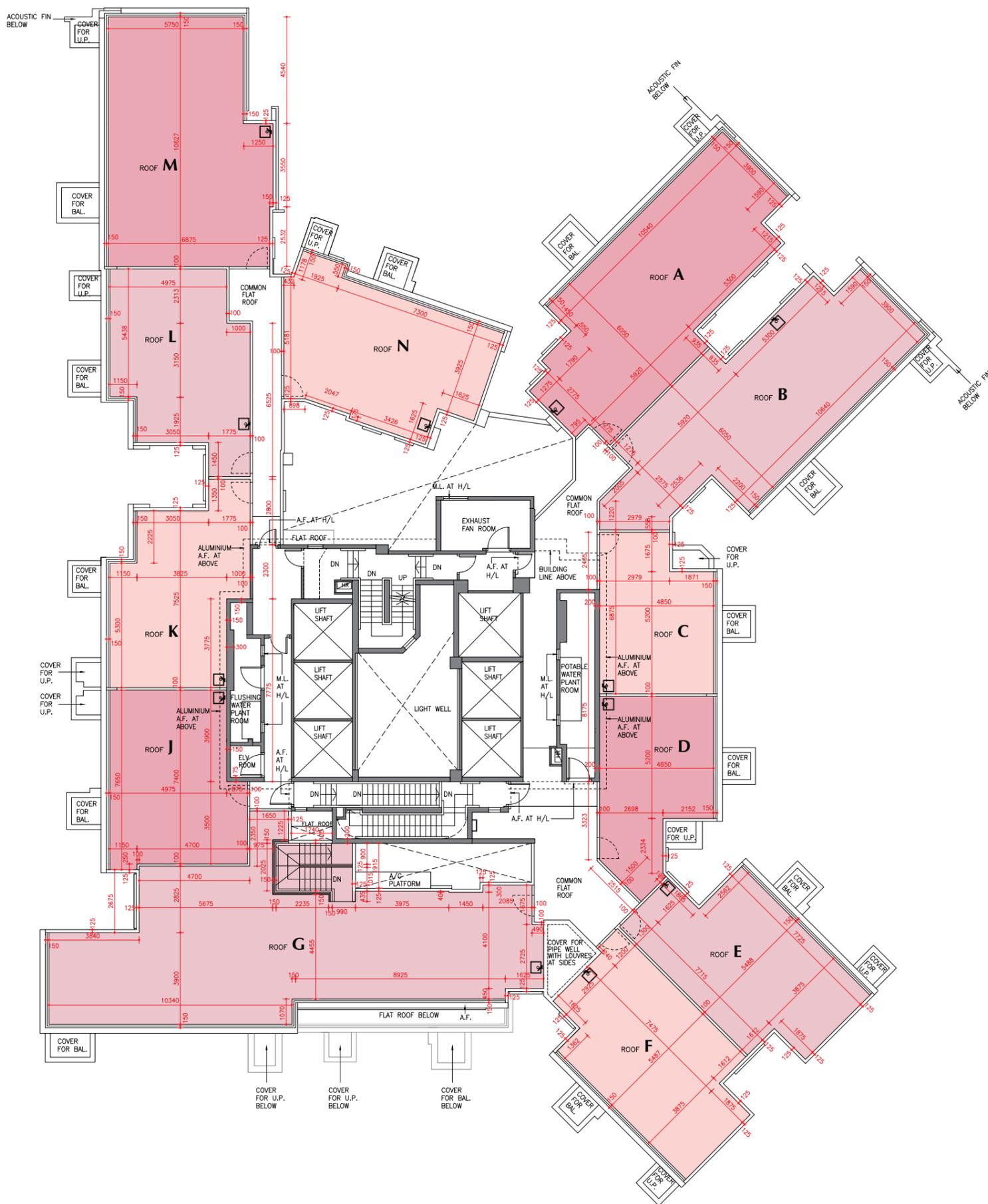
### Notes:

1. The dimensions in the floor plans are all structural dimensions in millimetre.
2. Please refer to pages 26 and 27 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.

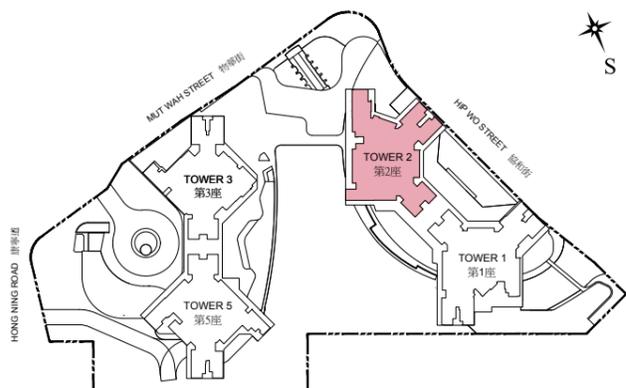
### 備註：

1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。
2. 請參閱本售樓說明書第26及27頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。

TOWER 2 ROOF FLOOR PLAN  
第2座 天台樓面平面圖



KEY PLAN 指示圖



Scale : 0 5M(米)  
比例 :

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

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq.metre (sq.ft.) 實用面積 (包括露台, 工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stair- hood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第1座	6/F 6樓	A	101.433 (1092) Balcony 露台: 3.638 (39) Utility Platform 工作平台: 1.500 (16)	-	-	-	16.743 (180)	-	-	-	-	-	-
		B	79.123 (852) Balcony 露台: 2.832 (30) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	71.103 (765) Balcony 露台: 2.490 (27) Utility Platform 工作平台: 1.500 (16)	-	-	-	18.530 (199)	-	-	-	-	-	-
		D	55.049 (593) Balcony 露台: 2.032 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	62.776 (676) Balcony 露台: 2.260 (24) Utility Platform 工作平台: 1.500 (16)	-	-	-	18.047 (194)	-	-	-	-	-	-
		F	51.930 (559) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	35.977 (387)	-	-	-	-	-	-
		G	76.952 (828) Balcony 露台: 2.702 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	29.083 (313)	-	-	-	-	-	-
		H	70.432 (758) Balcony 露台: 2.470 (27) Utility Platform 工作平台: 1.500 (16)	-	-	-	12.511 (135)	-	-	-	-	-	-
		J	54.180 (583) Balcony 露台: 2.022 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	10.663 (115)	-	-	-	-	-	-
		K	53.339 (574) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	15.286 (165)	-	-	-	-	-	-
		L	55.060 (593) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	28.409 (306)	-	-	-	-	-	-
		M	54.806 (590) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	12.683 (137)	-	-	-	-	-	-

The saleable area and the floor area of balconies, utility platforms and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Remarks:

- The area as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Phase.

實用面積以及露台、工作平台及陽台(如有)的樓面面積, 是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內), 是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註:

- 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出, 與以平方米表述之面積可能有些微差異。
- 期數住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq.metre (sq.ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)										
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stair- hood 梯屋	Terrace 前庭	Yard 庭院	
Tower 1 第1座	7/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F 7樓至 12樓, 15樓至 23樓, 25樓至 26樓, 28樓	A	101.433 (1092) Balcony 露台: 3.638 (39) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
		B	79.123 (852) Balcony 露台: 2.832 (30) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		C	71.103 (765) Balcony 露台: 2.490 (27) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		D	55.049 (593) Balcony 露台: 2.032 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		E	62.776 (676) Balcony 露台: 2.260 (24) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		F	51.930 (559) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		G	76.952 (828) Balcony 露台: 2.702 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		H	70.432 (758) Balcony 露台: 2.470 (27) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		J	54.180 (583) Balcony 露台: 2.022 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		K	53.339 (574) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		L	55.060 (593) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		M	54.806 (590) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-

The saleable area and the floor area of balconies, utility platforms and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

#### Remarks:

- The area as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Phase.
- 13/F, 14/F and 24/F are omitted. 27/F is refuge floor.

實用面積以及露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

#### 備註：

- 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
- 期數住宅物業並無陽台。
- 不設13樓、14樓及24樓。27樓為庇護層。

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

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq.metre (sq.ft.) 實用面積 (包括露台, 工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)										
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stair- hood 梯屋	Terrace 前庭	Yard 庭院	
Tower 1 第1座	29/F - 33/F, 35/F - 43/F and 45/F - 49/F  29樓至 33樓, 35樓至 43樓及 45樓至 49樓	A	101.433 (1092) Balcony 露台: 3.638 (39) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
		B	79.123 (852) Balcony 露台: 2.832 (30) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		C	71.103 (765) Balcony 露台: 2.490 (27) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		D	55.049 (593) Balcony 露台: 2.032 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		E	62.776 (676) Balcony 露台: 2.260 (24) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		F	51.930 (559) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		G	76.952 (828) Balcony 露台: 2.702 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		H	70.432 (758) Balcony 露台: 2.470 (27) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		J	54.180 (583) Balcony 露台: 2.022 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		K	53.339 (574) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		L	54.962 (592) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		M	54.806 (590) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-

The saleable area and the floor area of balconies, utility platforms and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Remarks:

- The area as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Phase.
- 34/F and 44/F are omitted.

實用面積以及露台、工作平台及陽台(如有)的樓面面積, 是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內), 是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註:

- 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出, 與以平方米表述之面積可能有些微差異。
- 期數住宅物業並無陽台。
- 不設34樓及44樓。

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

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq.metre (sq.ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stair- hood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第1座	50/F 50樓	A	143.373 (1543) Balcony 露台: 2.032 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	13.154 (142)	-	-	125.185 (1347)	-	-	-
		B	79.894 (860) Balcony 露台: 2.832 (30) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	65.257 (702)	-	-	-	-
		C	71.103 (765) Balcony 露台: 2.490 (27) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	57.237 (616)	-	-	-	-
		E	62.776 (676) Balcony 露台: 2.260 (24) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	48.960 (527)	-	-	-	-
		F	51.930 (559) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	44.980 (484)	-	-	-	-
		G	76.952 (828) Balcony 露台: 2.702 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	58.843 (633)	-	-	-	-
		H	70.432 (758) Balcony 露台: 2.470 (27) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	60.716 (654)	-	-	-	-
		J	54.180 (583) Balcony 露台: 2.022 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	43.261 (466)	-	-	-	-
		K	53.339 (574) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	28.647 (308)	-	-	-	-
		L	54.962 (592) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	44.845 (483)	-	-	-	-
		M	54.806 (590) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	44.597 (480)	-	-	-	-

The saleable area and the floor area of balconies, utility platforms and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Remarks:

- The area as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Phase.

實用面積以及露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
- 期數住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq.metre (sq.ft.) 實用面積 (包括露台, 工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stair- hood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	6/F 6樓	A	79.880 (860) Balcony 露台: 2.690 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	10.480 (113)	-	-	-	-	-	-
		B	80.058 (862) Balcony 露台: 2.696 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	10.212 (110)	-	-	-	-	-	-
		C	41.999 (452) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	3.428 (37)	-	-	-	-	-	-
		D	42.778 (460) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	3.377 (36)	-	-	-	-	-	-
		E	55.442 (597) Balcony 露台: 2.034 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	4.999 (54)	-	-	-	-	-	-
		F	55.175 (594) Balcony 露台: 2.034 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	23.320 (251)	-	-	-	-	-	-
		G	55.235 (595) Balcony 露台: 2.028 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	25.792 (278)	-	-	-	-	-	-
		H	66.631 (717) Balcony 露台: 2.450 (26) Utility Platform 工作平台: 1.500 (16)	-	-	-	10.471 (113)	-	-	-	-	-	-
		J	45.053 (485) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	12.090 (130)	-	-	-	-	-	-
		K	51.068 (550) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	17.915 (193)	-	-	-	-	-	-
		L	50.206 (540) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	16.643 (179)	-	-	-	-	-	-
		M	81.774 (880) Balcony 露台: 2.854 (31) Utility Platform 工作平台: 1.500 (16)	-	-	-	17.454 (188)	-	-	-	-	-	-
		N	55.666 (599) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	7.559 (81)	-	-	-	-	-	-

The saleable area and the floor area of balconies, utility platforms and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Remarks:

- The area as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Phase.

實用面積以及露台、工作平台及陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註:

- 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。
- 期數住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq.metre (sq.ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)										
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stair- hood 梯屋	Terrace 前庭	Yard 庭院	
Tower 2 第2座	7/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F 7樓至 12樓, 15樓至 23樓, 25樓至 26樓, 28樓	A	79.880 (860) Balcony 露台: 2.690 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
		B	80.059 (862) Balcony 露台: 2.696 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		C	41.999 (452) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		D	42.778 (460) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		E	55.442 (597) Balcony 露台: 2.034 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		F	55.175 (594) Balcony 露台: 2.034 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		G	55.235 (595) Balcony 露台: 2.028 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		H	66.631 (717) Balcony 露台: 2.450 (26) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		J	45.053 (485) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		K	51.067 (550) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		L	50.205 (540) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		M	81.774 (880) Balcony 露台: 2.854 (31) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		N	55.665 (599) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-

The saleable area and the floor area of balconies, utility platforms and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Remarks:

- The area as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Phase.
- 13/F, 14/F and 24/F are omitted. 27/F is refuge floor.

實用面積以及露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
- 期數住宅物業並無陽台。
- 不設13樓、14樓及24樓。27樓為庇護層。

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

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq.metre (sq.ft.) 實用面積 (包括露台, 工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)										
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stair- hood 梯屋	Terrace 前庭	Yard 庭院	
Tower 2 第2座	29/F - 33/F, 35/F - 43/F and 45/F - 53/F  29樓至 33樓, 35樓至 43樓及 45樓至 53樓	A	79.880 (860) Balcony 露台: 2.690 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	
		B	80.059 (862) Balcony 露台: 2.696 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		C	41.999 (452) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		D	42.778 (460) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		E	55.442 (597) Balcony 露台: 2.034 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		F	55.175 (594) Balcony 露台: 2.034 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		G	55.235 (595) Balcony 露台: 2.028 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		H	66.594 (717) Balcony 露台: 2.450 (26) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		J	45.053 (485) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		K	51.067 (550) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		L	50.205 (540) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		M	81.774 (880) Balcony 露台: 2.854 (31) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-
		N	55.665 (599) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-

The saleable area and the floor area of balconies, utility platforms and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Remarks:

- The area as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Phase.
- 34/F, 44/F and 54/F are omitted.

實用面積以及露台、工作平台及陽台(如有)的樓面面積,是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內),是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註:

- 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出,與以平方米表述之面積可能有些微差異。
- 期數住宅物業並無陽台。
- 不設34樓、44樓及54樓。

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

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq.metre (sq.ft.) 實用面積 (包括露台, 工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stair- hood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	55/F 55樓	A	79.880 (860) Balcony 露台: 2.690 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	66.178 (712)	-	-	-
		B	80.059 (862) Balcony 露台: 2.696 (29) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	68.309 (735)	-	-	-
		C	41.999 (452) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	29.175 (314)	-	-	-
		D	42.778 (460) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	31.628 (340)	-	-	-
		E	55.442 (597) Balcony 露台: 2.034 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	43.516 (468)	-	-	-
		F	55.175 (594) Balcony 露台: 2.034 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	45.051 (485)	-	-	-
		G	125.240 (1348) Balcony 露台: 2.400 (26) Utility Platform 工作平台: -	-	-	-	7.128 (77)	-	-	111.723 (1203)	-	-	-
		J	45.053 (485) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	39.014 (420)	-	-	-
		K	51.067 (550) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	39.764 (428)	-	-	-
		L	50.205 (540) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	40.899 (440)	-	-	-
		M	81.774 (880) Balcony 露台: 2.854 (31) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	67.253 (724)	-	-	-
		N	55.665 (599) Balcony 露台: 2.000 (22) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	46.020 (495)	-	-	-

The saleable area and the floor area of balconies, utility platforms and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Remarks:

- The area as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties of the Phase.

實用面積以及露台、工作平台及陽台(如有)的樓面面積, 是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內), 是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註:

- 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出, 與以平方米表述之面積可能有些微差異。
- 期數住宅物業並無陽台。

# FLOOR PLANS OF PARKING SPACES IN THE PHASE 期數中的停車位的樓面平面圖

## B2/F 地庫2層



--- Boundary of the Development  
發展項目的界線



Scale: 0M/米 25M/米  
比例: 1:2500

### NUMBERS, DIMENSIONS AND AREA OF PARKING SPACES ON B2/F 地庫2層的車位數目、尺寸及面積

Category of Parking Space 停車位類別	Number 數目	Dimension (L x W) (m) 尺寸 (長 x 寬) (米)	Area Per Parking Space (sq.m.) 每個停車位面積 (平方米)
Residential Car Parking Space 住客停車位	77	5 x 2.5	12.5
Residential Car Parking Space for Disabled Person 傷健人士住客停車位	1	5 x 3.5	17.5
Residential Motor Cycle Parking Space 住客電單車停車位	4	2.4 x 1	2.4
Visitor Car Parking Space 訪客停車位	9	5 x 2.5	12.5
Visitor Car Parking Space for Disabled Person 傷健人士訪客停車位	1	5 x 3.5	17.5
Residential Loading and Unloading Space 住客上落貨停車位	2	11 x 3.5	38.5

# FLOOR PLANS OF PARKING SPACES IN THE PHASE 期數中的停車位的樓面平面圖

## B1/F 地庫1層



--- Boundary of the Development  
發展項目的界線



Scale: 0M/米 25M/米  
比例:

### NUMBERS, DIMENSIONS AND AREA OF PARKING SPACES ON B1/F 地庫1層的車位數目、尺寸及面積

Category of Parking Space 停車位類別	Number 數目	Dimension (L x W) (m) 尺寸 (長 x 寬) (米)	Area Per Parking Space (sq.m.) 每個停車位面積 (平方米)
Residential Car Parking Space 住客停車位	101	5 x 2.5	12.5
Residential Motor Cycle Parking Space 住客電單車停車位	13	2.4 x 1	2.4

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

- (a) A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.
  - (b) The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the Owner, as stakeholders.
  - (c) If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement -
    - (i) the preliminary agreement is terminated;
    - (ii) the preliminary deposit is forfeited; and
    - (iii) the Owner does not have any further claim against the purchaser for the failure.
- (a) 在簽署臨時買賣合約時須支付款額為5% 的臨時訂金。
  - (b) 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
  - (c) 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約 -
    - (i) 該臨時合約即告終止；
    - (ii) 有關的臨時訂金即予沒收；及
    - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

The Deed of Mutual Covenant and Management Agreement of the Development (the “DMC”) provides that :-

### A. The common parts of the Phase

#### 1. “Common Areas and Facilities” means:-

- (a) the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities, the Development Carpark Common Areas and Facilities and the Residential Carpark Common Areas and Facilities; and
- (b) such other areas and facilities of and in the Land (as defined in the DMC) and the Development (as defined in the DMC) as are now or may from time to time be designated as Common Areas and Facilities in accordance with the DMC or in any Sub-Deed (as defined in the DMC);

#### 2. “Development Common Areas and Facilities” means:-

- (a) the Greenery Areas (as defined in the DMC) (in so far as they form part of the Development Common Areas and Facilities), air ducts, back of house corridors, cable chamber room, cable risers, corridors, draw pit, driveways, electrical rooms, electricity meter cabinets, electricity meter rooms, emergency generator rooms, emergency vehicular access, escalators, exhaust fan room, extra low voltage room, fan rooms, fire control centre, firefighting and rescue stairways, firemen’s lift lobbies, fuel tank, green plaza (North), high voltage switch room, hose reels, loading and unloading space for refuse collection vehicle, lifts, lift shafts, lobbies, low voltage switch room, make up fan room, master water meter rooms, make-up fan platform, management office, meter rooms, owners’ corporation office, planters, pipe ducts, primary air unit & air handling unit room, portion of the Pedestrian Link (as defined in the DMC) within the Development Common Areas and Facilities, pump rooms, ramps, refuse storage and material recovery chamber, service corridor, space for cable chamber maintenance, space for drainage connection, staircases, street fire hydrant pump room, street fire hydrant water tank, stores, switch rooms, temporary refuse spaces, transformer rooms, cable accommodation and all associated facilities, vent shafts, water meter cabinets, sprinkler control valve cabinet, water tanks; and
- (b) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole

which for the purposes of identification only are shown coloured Indigo, Indigo Stippled Black and Indigo Triangular Hatched Black on the plans nos. DMC-001 to DMC-008 certified as to their accuracy by the Authorized Person (as defined in the DMC) and annexed to the DMC,

PROVIDED THAT where appropriate, if (i) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (ii) any parts specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities,

but shall exclude the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities, the Development Carpark Common Areas and Facilities and the Residential Carpark Common Areas and Facilities;

#### 3. “Commercial Common Areas and Facilities” means the Commercial Common Areas and Facilities (Open Space) (as defined in the DMC) and such areas and facilities of and in the Land and the Development intended for common use and benefit of the Commercial Accommodation (as defined in the DMC) as a whole which for the

purposes of identification only are shown coloured Grey and Grey Cross Hatched Black on the plans nos. DMC-002 to DMC-006 and DMC-030 certified as to their accuracy by the Authorized Person and annexed to the DMC,

but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Development Carpark Common Areas and Facilities and the Residential Carpark Common Areas and Facilities;

#### 4. “Commercial Common Areas and Facilities (Open Space)” means -

the open spaces and the Greenery Areas (in so far as they form part of the Commercial Common Areas and Facilities(Open Space)), which for the purposes of identification only are shown coloured Grey Cross Hatched Black on plans nos. DMC-002 to DMC-005 certified as to their accuracy by the Authorized Person and annexed to the DMC and form part of the Commercial Common Areas and Facilities;

#### 5. “Residential Common Areas and Facilities” means:-

- (a) the Acoustic Fins (as defined in the DMC), the Greenery Areas (in so far as they form part of the Residential Common Areas and Facilities), the Noise Barriers (as defined in the DMC), the Residential Accessible Car Parking Spaces (as defined in the DMC), the Recreational Facilities (as defined in the DMC), the Residential Loading and Unloading Spaces (as defined in the DMC), the Visitor Car Parking Spaces (as defined in the DMC), A/C platforms, acoustic fins, acoustic panels, canopies, caretaker’s counters, common flat roofs, common upper roofs, covered landscaped area, counters for management staff, covers for balcony, covers for pipe well, covers for utility platform, drencher tanks, drencher booster pump rooms, drencher transfer pump rooms, drencher transfer and fire service booster pump room, driveway, electrical meter rooms, electricity ducts, emergency generator rooms, external walls of the Residential Accommodation (as defined in the DMC) (including the curtain wall system (other than the openable windows on the curtain wall system forming part of the Residential Units (as defined in the DMC)) and the non-structural prefabricated external wall) extra low voltage rooms, fire service water tanks, flat roofs (not forming part of any Unit (as defined in the DMC)), firemen’s lift lobbies, flush water tanks, guard rooms, lifts, lift lobbies, lift pits, lift shafts, lift machine rooms, pipe ducts, pipe wells, planters, potable/flushing water pump rooms, potable/flushing water tank and pump rooms, potable water pump rooms, potable water tanks, pump rooms, rainwater storage tank, refuge floor, residential shuttle lift lobbies, space for antennas and satellite dish, sprinkler and drencher control valve rooms, sprinkler water tanks, staircases, stores, switch rooms, telecommunications and broadcasting equipment rooms including those areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, temporary refuge spaces, transformer rooms, upper roofs, water features, water meter cabinets, water meter rooms, water tanks; and

- (b) such areas and facilities of and in the Land and the Development intended for the common use and benefit of the Residential Accommodation as a whole

which for the purposes of identification only are shown coloured Yellow, Yellow Hatched Black, Yellow Stippled Black, Yellow Cross Hatched Black and Yellow Triangular Hatched Black on the plans nos. DMC-001 to DMC-023, DMC-030 and DMC-031 certified as to their accuracy by the Authorized Person and annexed to the DMC,

but shall exclude the Development Common Areas and Facilities, the Commercial Common Areas and Facilities, the Development Carpark Common Areas and Facilities and the Residential Carpark Common Areas and Facilities;

#### 6. “Development Carpark Common Areas and Facilities” means:-

those areas and facilities of the Carpark (as defined in the DMC) intended for the common use of the Residential Accessible Car Parking Spaces, the Residential Car Parking Spaces (as defined in the

# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

DMC), the Residential Motor Cycle Parking Spaces (as defined in the DMC), the Visitor Car Parking Spaces, the Residential Loading and Unloading Spaces (as defined in the DMC), the Commercial Car Parking Spaces (as defined in the DMC), the Commercial Motor Cycle Parking Spaces (as defined in the DMC), the Commercial Loading and Unloading Spaces (as defined in the DMC) and the Loading and Unloading Space for Hawker Bazaar (as defined in the DMC), which for the purposes of identification only are shown coloured Cyan on the plans certified as to their accuracy by the Authorized Person annexed hereto,

but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities and the Residential Carpark Common Areas and Facilities;

7. “Residential Carpark Common Areas and Facilities” means:-

those areas and facilities of the Carpark intended for the common use of the Residential Accessible Car Parking Spaces, the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces and the Visitor Car Parking Spaces which for the purposes of identification only are shown coloured Light Green on the plans certified as to their accuracy by the Authorized Person and annexed to the DMC,

but shall exclude the Development Common Areas and Facilities, the Commercial Common Areas and Facilities, the Residential Common Areas and Facilities and the Development Carpark Common Areas and Facilities.

B. Number of undivided shares assigned to each residential property in the Phase

Tower 1

Floor	Unit	Undivided Shares (per Unit)
6/F	A	103
	B	79
	C	73
	D	55
	E	65
	F	56
	G	80
	H	72
	J	55
	K	55
	L	58
	M	56
	7/F – 12/F, 15/F – 23/F, 25/F – 26/F, 28/F – 33/F, 35/F – 43/F, 45/F – 49/F (37 storeys)	A
B		79
C		71
D		55
E		63
F		52
G		77
H		70
J		54
K		53
L		55
M		55
50/F		A
	B	86
	C	77
	E	68
	F	56
	G	83
	H	77
	J	59
	K	56
	L	59
M	59	
	Sub-total:	30,689

Remarks: 1. 4/F, 13/F, 14/F, 24/F, 34/F and 44/F are not used.  
2. Unit I is not used.  
3. Unit D is not used on 50/F.  
4. 27/F is the refuge floor.

# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

### Tower 2

Floor	Unit	Undivided Shares (per Unit)
6/F	A	81
	B	81
	C	42
	D	43
	E	56
	F	58
	G	58
	H	68
	J	46
	K	53
	L	52
	M	84
	N	56
	7/F – 12/F, 15/F – 23/F, 25/F – 26/F, 28/F – 33/F, 35/F – 43/F, 45/F – 53/F (41 storeys)	A
B		80
C		42
D		43
E		55
F		55
G		55
H		67
J		45
K		51
L		50
M		82
N		56
55/F		A
	B	87
	C	45
	D	46
	E	60
	F	60
	G	137
	J	49
	K	55
	L	54
	M	88
N	60	
	Sub-total:	32,806

Remarks: 1. 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F are not used.  
2. Unit I is not used.  
3. Unit H is not used on 55/F.  
4. 27/F is the refuge floor.

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

The Manager will be appointed for an initial term of not exceeding 2 years from the date of the DMC. The appointment of the Manager may be terminated in accordance with the provisions of the DMC.

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

Each Owner of a Residential Unit shall contribute towards the management expenses (which shall be based on the budget prepared by the Manager) of the Phase in such manner, amount and proportion as provided in the DMC by reference to the Management Shares (as defined in the DMC) allocated to his Residential Unit and the principles provided in the DMC. The number of Management Shares allocated to a Residential Unit is the same as the number of Undivided Shares as set out in Part B above.

### E. The basis on which the management fees deposit is fixed

The management fees deposit is equal to two (2) months' contribution towards the management expenses payable in respect of a Unit based on the first annual management budget.

### F. Area (if any) in the Phase retained by the owner for the owner's own use

Not Applicable.

### Note:

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

# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

發展項目的《公契及管理協議》(「公契」)訂明：

### A. 期數的公用部分

#### 1. 「公用地方及設施」指：

- (a) 「發展項目公用地方及設施」、「住宅公用地方及設施」、「商業公用地方及設施」、「發展項目停車場公用地方及設施」和「住宅停車場公用地方及設施」；及
- (b) 現時或不時遵照「公契」或任何「副公契」(定義見公契)劃為「公用地方及設施」的「該土地」(定義見公契)及「發展項目」(定義見公契)其他地方及設施；

#### 2. 「發展項目公用地方及設施」指：

- (a) 「綠化範圍」(定義見公契)(只要構成「發展項目公用地方及設施」一部分)、排風管、後勤走廊、電纜裝置房、電纜豎管、走廊、拉線井、行車道、電氣房、電錶櫃、電錶房、緊急發電機房、緊急救援車輛通道、自動扶梯、抽氣扇房、超低壓電房、風機房、消防控制中心、滅火及救援樓梯、消防員電梯大堂、燃油缸、綠化廣場(北)、高壓電掣房、喉嚨、垃圾車裝卸車位、電梯、電梯槽、大堂、低壓電掣房、換氣風機房、主水錶房、換氣風機平台、管理處、儀錶房、業主立案法團辦事處、花槽、水管槽、鮮風櫃及空氣處理機組房、「發展項目公用地方及設施」範圍內「行人通道」(定義見公契)部分、泵房、斜路、垃圾及物料回收房、運貨走廊、電纜裝置維修地方、排水管接口地方、樓梯、街道消防栓泵房、街道消防栓水箱、儲物室、電掣房、臨時庇護處、變壓器房、電纜裝置及所有相關設施、排風槽、水錶櫃、消防花灑控制閥櫃、水箱；及
- (b) 「該土地」及「發展項目」內擬供「發展項目」整體公用及共享的地方及設施，

現於「公契」所夾附經「認可人士」(定義見公契)核證準確的DMC-001至DMC-008圖則以靛藍色、靛藍色加黑點及靛藍色間黑斜線三角區顯示以資識別，

於適用情況下，如(i)「發展項目」任何部分符合《建築物管理條例》第2條中「公用部分」第(a)段的釋義及/或(ii)《建築物管理條例》附表1訂明而符合《建築物管理條例》第2條中「公用部分」第(b)段的釋義，此等部分將受制於前述的規定並被視為屬於「發展項目公用地方及設施」一部分，

但不包括「住宅公用地方及設施」、「商業公用地方及設施」、「發展項目停車場公用地方及設施」和「住宅停車場公用地方及設施」；

#### 3. 「商業公用地方及設施」指「商業公用地方及設施(休憩用地)」(定義見公契)及「該土地」及「發展項目」內擬供「商業樓宇」(定義見公契)整體公用及共享的地方及設施，現於「公契」所夾附經「認可人士」核證準確的DMC-002至DMC-006及DMC-030圖則以灰色及灰色間黑斜線顯示以資識別，

但不包括「發展項目公用地方及設施」、「住宅公用地方及設施」、「發展項目停車場公用地方及設施」和「住宅停車場公用地方及設施」。

#### 4. 「商業公用地方及設施(休憩用地)」指：

休憩用地及「綠化範圍」(只要構成「商業公用地方及設施(休憩用地)」一部份)，現於「公契」所夾附經「認可人士」核證準確的DMC-002至DMC-005圖則以灰色間黑斜線顯示以資識別，並構成「商業公用地方及設施」一部份；

#### 5. 「住宅公用地方及設施」指：

- (a) 「隔音簷」(定義見公契)、「綠化範圍」(只要構成「住宅公用地方及設施」一部分)、「隔音屏障」(定義見公契)、「住宅暢通易達停車位」(定義見公契)、「康樂設施」(定義見公契)、「住宅客貨上落停車位」(定義見公契)、「訪客停車位」(定義見公契)、冷氣機平台、隔音簷、隔音板、簷篷、管理員櫃檯、公共平台、公共上層天台、有蓋圍景地方、管理職員櫃檯、露台上蓋、水管井蓋、工作平台上蓋、水簾水箱、水簾增壓泵房、水簾輸送泵房、水簾輸送泵及消防增壓泵房、行車道、電錶房、電氣管槽、緊急發電機房、「住宅樓宇」(定義見公契)外牆(包括幕牆系統(構成「住宅單位」(定義見公契)一部分的幕牆系統上的可開啟窗戶除外)及非結構性預製外牆)、超低壓電房、消防水箱、平台(不附屬於任何「單位」(定義見公契))、消防員電梯大堂、沖廁水箱、保安護衛室、電梯、電梯大堂、電梯井、電梯槽、電梯機房、水管槽、水管井、花槽、食水/沖廁水泵房、食水/沖廁水箱及泵房、食水泵房、食水箱、泵房、雨水箱、庇護層、住宅穿梭電梯大堂、天線及碟形天線地方、消防花灑及水簾控制閥房、消防花灑水箱、樓梯、儲物室、電掣房、電訊及廣播設備室(包括安裝或使用天線廣播分導或電訊網絡設施的地方)、臨時庇護處、變壓器房、上層天台、水池、水錶櫃、水錶房、水箱；及
- (b) 「該土地」及「發展項目」內擬供「住宅樓宇」整體公用及共享的地方及設施，

現於「公契」所夾附經「認可人士」核證準確的DMC-001至DMC-023、DMC-030及DMC-031圖則以黃色、黃色間黑斜線、黃色加黑點、黃色間黑交叉線和黃色間黑斜線三角區顯示以資識別，

但不包括「發展項目公用地方及設施」、「商業公用地方及設施」、「發展項目停車場公用地方及設施」和「住宅停車場公用地方及設施」。

#### 6. 「發展項目停車場公用地方及設施」指：

「停車場」(定義見公契)內擬供「住宅暢通易達停車位」、「住宅停車位」(定義見公契)、「住宅電單車停車位」(定義見公契)、「訪客停車位」、「住宅客貨上落停車位」(定義見公契)、「商業停車位」(定義見公契)、「商業電單車停車位」(定義見公契)、「商業客貨上落停車位」(定義見公契)及「小販市場客貨上落停車位」(定義見公契)公用的地方及設施，現於「公契」所夾附經「認可人士」核證準確的圖則以綠藍色顯示以資識別，

但不包括「發展項目公用地方及設施」、「住宅公用地方及設施」、「商業公用地方及設施」和「住宅停車場公用地方及設施」。

#### 7. 「住宅停車場公用地方及設施」指：

「停車場」內擬供「住宅暢通易達停車位」、「住宅停車位」、「住宅電單車停車位」及「訪客停車位」公用的地方及設施，現於「公契」所夾附經「認可人士」核證準確的圖則以淺綠色顯示以資識別，

但不包括「發展項目公用地方及設施」、「商業公用地方及設施」、「住宅公用地方及設施」和「發展項目停車場公用地方及設施」。

# SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

## B. 分配予期數中的每個住宅物業的不分割份數的數目

### 第1座

樓層	單位	不分割份數 (每個單位)
6樓	A	103
	B	79
	C	73
	D	55
	E	65
	F	56
	G	80
	H	72
	J	55
	K	55
	L	58
	M	56
	7樓至12樓， 15樓至23樓， 25樓至26樓， 28樓至33樓， 35樓至43樓， 45樓至49樓 (37層)	A
B		79
C		71
D		55
E		63
F		52
G		77
H		70
J		54
K		53
L		55
M		55
50樓		A
	B	86
	C	77
	E	68
	F	56
	G	83
	H	77
	J	59
	K	56
	L	59
M	59	
小計：		30,689

備註： 1. 不設4樓、13樓、14樓、24樓、34樓及44樓。  
2. 不設I單位。  
3. 50樓不設D單位。  
4. 27樓為庇護層。

### 第2座

樓層	單位	不分割份數 (每個單位)	
6樓	A	81	
	B	81	
	C	42	
	D	43	
	E	56	
	F	58	
	G	58	
	H	68	
	J	46	
	K	53	
	L	52	
	M	84	
	N	56	
	7樓至12樓， 15樓至23樓， 25樓至26樓， 28樓至33樓， 35樓至43樓， 45樓至53樓 (41層)	A	80
B		80	
C		42	
D		43	
E		55	
F		55	
G		55	
H		67	
J		45	
K		51	
L		50	
M		82	
N		56	
55樓		A	86
	B	87	
	C	45	
	D	46	
	E	60	
	F	60	
	G	137	
	J	49	
	K	55	
	L	54	
	M	88	
	N	60	
	小計：		32,806

備註： 1. 不設4樓、13樓、14樓、24樓、34樓、44樓及54樓。  
2. 不設I單位。  
3. 55樓不設H單位。  
4. 27樓為庇護層。

C. 有關期數的管理人的委任年期

「管理人」的首屆任期為「公契」生效日起不超過兩(2)年。  
「管理人」的任命可按照「公契」條文規定終止。

D. 管理開支按甚麼基準在期數中的住宅物業的擁有人之間分擔

每名「住宅單位」「業主」應按照「公契」訂明的方式、金額和比例，根據其「住宅單位」的「管理份數」(定義見公契)和「公契」列明的準則，分擔期數的管理開支(根據「管理人」編製的預算案釐定)。分配予每個「住宅單位」的「管理份數」的數目與上述B部份列出於「住宅單位」的「不分割份數」的數目相同。

E. 計算管理費按金的基準

管理費按金相等於每個「單位」應根據首年管理預算案分擔的兩(2)個月管理開支。

F. 擁有人在期數中保留作自用的範圍(如有)

不適用。

備註：

欲悉詳情請參考「公契」最新擬稿。「公契」最新擬稿已備存於售樓處在開放時間免費供閱覽，此外亦可支付必要費用影印費用獲取「公契」最新擬稿的副本。

## SUMMARY OF LAND GRANT 批地文件的摘要

1. The Phase is constructed on The Remaining Portion of New Kowloon Inland Lot No. 6514 (the "Land").
2. The Land is granted under the Conditions of Exchange No. 20238 dated 19 December 2014 for a term of 50 years commencing from 19 December 2014.
3. Special Condition No.(10) of the Land Grant stipulates that:-

“(a) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station but including an electricity sub-station) purposes.

(b) In the event that an electricity sub-station (hereinafter referred to as “the Electricity Sub-station”) is provided within the lot, the Electricity Sub-station shall supply electricity solely to the building or buildings erected or to be erected on the lot and on the adjoining land defined as “Development Areas 4 and 5 of the Kwun Tong Town Centre Redevelopment Main Site” in the Master Layout Plan under Application No. A/K14/576 approved by the Town Planning Board on the 23rd day of January, 2009.”

#### 4. Maintenance

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) below) in accordance with these Conditions (as defined in General Condition No. 12 hereof):

- (i) maintain all buildings in accordance with the approved design, disposition or height 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. Indemnify Government against existing buildings and structures

Special Condition No.(2) of the Land Grant stipulates that:-

“(a) The Grantee acknowledges that as at the date of this Agreement, there are some buildings and structures existing on the lot (hereinafter referred to as “the Existing Buildings and Structures”) and undertakes to demolish and remove at his own expense the Existing Buildings and Structures from the lot. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence 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 presence and 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 lot and the Green Area referred to in Special Condition No. (5)(a)(i) hereof (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. 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 relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of removing, relaying and diverting the Existing Utilities. The Government and any public utility companies duly authorized under this sub-clause (b) will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee whether by reason of the presence of the Existing Utilities or arising out of or incidental to the exercise of the rights under this sub-clause (b) by the Government and any public utility companies duly authorized by the Government under this sub-clause (b) 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 presence and subsequent removal, relaying and diversion of the Existing Utilities.”

#### 6. Formation of the Green Area (time limit, manner and purpose)

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

“(a) The Grantee shall:

- (i) on or before the 31st day of December, 2021 (or such other date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve and in all respects to the satisfaction of the Director:
  - (I) lay and form that portion of future public road shown coloured green on PLAN I annexed hereto (hereinafter referred to as “the Green Area”); and
  - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Green Area Structures”)

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

- (ii) on or before the 31st day of December 2021 (or such other date as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and

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

(b) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the

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

- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) For the purpose of sub-clauses (a) and (b) of this Special Condition, the expression "Grantee" shall exclude F.S.I. referred to in Special Condition No. (33)(a) hereof."

#### 7. Possession of Green Area

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

"For the purpose only of carrying out the necessary works specified in Special Condition No. (5) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (5) hereof or otherwise."

#### 8. Restriction on use of the Green Area

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

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

#### 9. Access to the Green Area for inspection

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

- "(a) The Grantee shall at all reasonable times while he is in the possession of the Green Area:
  - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (5)(a) hereof, the carrying out, inspecting, checking and supervising of the works under Special Condition No. (5)(b) hereof and any other works which the Director may consider necessary in the Green Area and for the purpose of constructing the Government Footbridge referred to in Special Condition No. (21)(c) hereof;
  - (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary

for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Grantee shall cooperate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and

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

- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) 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 and agents, and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition."

#### 10. Building covenant

Special Condition No.(9) 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 December, 2021."

#### 11. Preservation of trees

Special Condition No.(11) 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."

#### 12. Landscaping

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

- "(a) The Grantee shall at his own expense submit to the Director for his approval a landscape master 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. No superstructure works shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (11) hereof.
- (b) (i) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director may require.
- (ii) Not less than 30% of the area of the lot shall be planted with trees, shrubs or other plants.
- (iii) Not less than 50% of the 30% 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.

(iv) The decision of the Director on which landscaping works proposed by the Grantee constitutes the 30% referred to in sub-clause (b)(ii) of this Special Condition shall be final and binding on the Grantee.

(v) 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 master plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director.

(d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

(e) Except for the landscaped areas within the Public Open Space and the Open Space C respectively referred to in Special Condition Nos. (24)(a) and (26)(a) hereof, 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. (40)(a)(v) hereof.

(f) For the purpose of sub-clauses (a), (c) and (d) of this Special Condition, the expression “Grantee” shall exclude F.S.I. referred to in Special Condition No. (33)(a) hereof.”

### 13. Development conditions

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

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

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

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

(c) (i) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 103,320 square metres and shall not exceed 172,200 square metres;

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

(I) the total gross floor area of any building or buildings erected or to be erected on the lot or any part or parts of the building or buildings to be used for private residential purposes shall not exceed 138,980 square metres; and

(II) the total gross floor area of any building or buildings erected or to be erected on the lot or any part or parts of the building or buildings to be used for non-industrial (excluding private residential, godown, hotel and petrol

filling station but including the Electricity Sub-station) purposes shall not exceed 33,220 square metres

(iii) of the total gross floor area stipulated in sub-clause (c)(ii)(II) of this Special Condition:

(I) in the event that the Electricity Sub-station is provided within the lot, the total gross floor area of the Electricity Sub-station shall not exceed 2,593 square metres; and

(II) the total gross floor area of any building or buildings erected or to be erected on the lot or any part or parts of the building or buildings to be used for the purpose of the Government Accommodation referred to in Special Condition No. (26)(a) hereof shall be 16,199 square metres (or such other total gross floor area as may be approved by the Director), of which:

(A) the total gross floor area of any building or buildings erected or to be erected on the lot or any part or parts of the building or buildings to be used for the purpose of the Public Transport Interchange referred to in Special Condition No. (26)(a)(i) hereof shall be 14,679 square metres (or such other total gross floor area as may be approved by the Director);

(B) the total gross floor area of any building or buildings erected or to be erected on the lot or any part or parts of the building or buildings to be used for the purpose of the Hawker Bazaar referred to in Special Condition No. (26)(a)(ii) hereof shall be 1,270 square metres (or such other total gross floor area as may be approved by the Director); and

(C) the total gross floor area of any building or buildings erected or to be erected on the lot or any part or parts of the building or buildings to be used for the purpose of the Refuse Collection Point referred to in Special Condition No. (26)(a)(iii) hereof shall be 250 square metres (or such other total gross floor area as may be approved by the Director).

(d) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 178 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may approve, provided that:

(i) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit; and

(ii) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (61)(b)(i)(II) hereof;

(e) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected facade length of 60 metres or more;

(ii) for the purpose of sub-clause (e)(i) of this Special Condition:

(I) the decision of the Director as to what constitutes a building shall be final and binding on the Grantee;

(II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is

- less than 15 metres;
- (III) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Grantee; and
- (IV) in calculating the projected facade length referred to in sub-clause (e)(i) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Grantee; and
- (f) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than the demolition and removal of the Existing Buildings and Structures, the removal, relaying and diversion of the Existing Utilities, and site formation works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "building works" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."

According to an Approval Letter dated 2 October 2018, the Director of Lands has given the following approvals :-

"... under Special Condition No. (13)(c)(iii)(II)(C) of the Conditions of Exchange No. 20238 dated 19 December 2014 (the "Conditions") under which the above lots are held, to increase the total gross floor area of the building(s) erected or to be erected on the lots or any part(s) of the building(s) to be used for the purpose of the Refuse Collection Point as defined in Special Condition No. (26)(a)(iii) of the Conditions from 250 square metres to 366.946 square metres ..."

"... under Special Condition No. (13)(c)(iii)(II) of the Conditions to increase the total gross floor area as stipulated thereunder from 16,199 square meters to 16,315.946 square meters, subject to the condition that the total gross floor area of 33,220 square metres as stipulated under Special Condition No. (13)(c)(ii)(II) of the Conditions shall not be exceeded."

#### 14. Recreational facilities

Special Condition No.(15)(c)(ii) and (iii) of the Land Grant stipulate that:-

- "(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"):
- ...
- (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
- (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons."

#### 15. Office accommodation for watchmen and caretakers

Special Condition No.(16)(a)(ii) of the Land Grant stipulate that:-

- "(a) Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
- ...
- (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or

both, who are wholly and necessarily employed on the lot; and

..."

#### 16. Quarters for watchmen and caretakers

Special Condition No.(17)(a)(ii) of the Land Grant stipulate that:-

- "(a) Quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

...

- (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot."

#### 17. Owners' Corporation or Owners' Committee Office

Special Condition No.(18)(a)(i) of the Land Grant stipulate that:-

- "(a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that:

- (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and

..."

#### 18. Pedestrian link

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

- "(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings, escalators and lifts for disabled persons as the Director at his absolute discretion may require) (hereinafter collectively referred to as "the Pedestrian Link") at such positions, in such manner, with such materials, of such dimensions and to such standards, levels, alignment and designs as shall be required or approved by the Director. The Pedestrian Link shall follow the shortest possible routes so as to link up the Footbridge Portion referred to in Special Condition No. (21)(a) hereof with Hip Wo Street, the Public Open Space referred to in Special Condition No. (24)(a) hereof and the Government Accommodation referred to in Special Condition No. (26)(a) hereof (the Public Open Space and the Government Accommodation are hereinafter collectively referred to as "the Community Facilities").

- (b) The Grantee shall throughout the term hereby agreed to be granted manage and maintain at his own expense the Pedestrian Link in good and substantial condition and repair in all respects to the satisfaction of the Director.

- (c) The Grantee shall upon completion of the construction of the Pedestrian Link in accordance with sub-clause (a) of this Special Condition and thereafter throughout the term hereby agreed to be granted keep the Pedestrian Link open for the use by all members of the public for passage on foot or by wheelchair 24 hours a day (or at such other hours as may be approved by the Director) free of charge and without any interruption for gaining access from the Footbridge Portion to Hip Wo Street and the Community Facilities and vice versa through the Pedestrian Link.

- (d) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director 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 (c) of this Special Condition, and no claim whatsoever shall be made against it or them in respect of any such loss, damage, nuisance or disturbance.

- (e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Link to the public for the right of passage.
- (f) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor
- (g) For the purpose of sub-clauses (a), (b) and (c) of this Special Condition, the expression "Grantee" shall exclude F.S.I. referred to in Special Condition No. (33)(a) hereof."

#### 19. Exemption for area of the Pedestrian Link

Special Condition No. (20) of the Land Grant stipulates that:-

- "(a) For the avoidance of doubt, the area of the Pedestrian Link shall be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (13)(c) hereof.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Director at his sole discretion may exclude the whole or any part or parts of the area of the Pedestrian Link from the calculation of the total gross floor area stipulated in Special Condition No. (13)(c) hereof as to which the decision of the Director shall be final and binding on the Grantee."

#### 20. Construction of the Footbridge Portion

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

- "(a) (i) The Grantee shall on or before the 31st day of December, 2017\* (or such other date as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director construct a portion of a single storey covered footbridge partly within the Pink Hatched Blue Area referred to in Special Condition No. (23)(a) hereof and partly outside the lot together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the said footbridge) as shall be required or approved by the Director in the position shown and marked "Proposed Footbridge" on PLAN I annexed hereto (or such other position as the Director may require or approve) (hereinafter referred to as the "Footbridge Portion" and the part of the Footbridge Portion constructed within the lot is hereinafter referred to as "the Within Lot Portion" and the part of the Footbridge Portion constructed outside the lot is hereinafter referred to as "the Outside Lot Portion") to link up the Pedestrian Link with the Government Footbridge referred to in sub-clause (c) of this Special Condition and the footbridge connection facing Hip Wo Street constructed in all that piece or parcel of ground now known and registered in the Land Registry as New Kowloon Inland Lot No. 6499 (hereinafter referred to as "the Footbridge Connection of the Neighbouring Lot").

(\* : which date is extended to the 31st day of December 2021 pursuant to an approval letter dated 13th September 2019 from the District Lands Office, Kowloon East, Lands Department.)

- (ii) The Footbridge Portion shall be constructed in such manner, with such materials and to such standards, levels, alignment and designs as shall be required or approved by the Director including but not limited to the provision and construction of such supports, ramps, other associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require. The Footbridge Portion shall have a minimum clear internal width of 2.7 metres and a minimum clear internal headroom of 2.8 metres or such other dimension as may be approved by the Director.
- (b) (i) Prior to completion of the construction of the Pedestrian Link in accordance with Special Condition No. (19)(a) hereof, the Grantee shall at his own expense within such time limit as shall be specified by the Director provide a temporary connection including but not limited to the provision and construction of such staircases, landings, lightings, escalators and lifts for disabled persons as the Director at his absolute discretion may require (hereinafter referred as "the Temporary Connection") to link up the Footbridge Portion with Hip Wo Street at such positions, in such manner, with such materials, of such dimensions and to such standards, levels, alignment and designs as shall be required or approved by the Director.
- (ii) The Grantee shall at his own expense manage, maintain and keep the Temporary Connection open for the use by all members of the public for passage on foot or wheelchair 24 hours a day (or at such other hours as may be approved by the Director) free of charge and without any interruption for gaining access from the Footbridge Portion to Hip Wo Street and vice versa through the Temporary Connection.
- (iii) Upon completion of construction of the Pedestrian Link in accordance with Special Condition No. (19)(a) hereof, the Grantee shall at his own expense demolish and remove the Temporary Connection within such time limit as shall be specified by the Director and reinstate the area upon which the Temporary Connection was constructed in all respects to the satisfaction of the Director.
- (c) Throughout the term hereby agreed to be granted, there is reserved to the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges a right of support and a right to connect a footbridge, which is to be constructed by the Government over Mut Wah Street and Hip Wo Street (hereinafter referred to as "the Government Footbridge") to the Footbridge Portion.
- (d) Throughout the term hereby agreed to be granted, there is reserved to the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges all necessary rights of occupation of such part or parts of the lot and the Footbridge Portion as may be required by the Director for the purpose of constructing, connecting and thereafter inspecting, managing, maintaining, altering, repairing, renewing and replacing the Government Footbridge.
- (e) The Grantee shall upon completion of the construction of the Footbridge Portion in accordance with sub-clause (a) of this Special Condition and thereafter throughout the term hereby agreed to be granted keep the Footbridge Portion open for the use by all members of the public for passage on foot or wheelchair 24 hours a day (or at such other hours as may be approved by the Director) free of charge and without any interruption for gaining access from the Pedestrian Link to the Government Footbridge and the Footbridge Connection of the Neighbouring Lot and vice versa through the Footbridge Portion.
- (f) (i) The Footbridge Portion and the Temporary Connection shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve.
- (ii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge Portion and the Temporary Connection either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless

otherwise approved or required by the Director.

- (iii) The Grantee shall not do or permit or suffer to be done in the Footbridge Portion and the Temporary Connection anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge Portion or the Temporary Connection or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (g) Notwithstanding the surrender of the Pink Hatched Blue Area together with the Within Lot Portion provided in Special Condition No. (23)(f)(i) hereof and the delivery of the possession of the Outside Lot Portion provided in sub-clause (h)(ii) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted at his own expense manage and maintain the Footbridge Portion in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (h) (i) Possession of the Within Lot Portion or the relevant part or parts thereof shall be delivered to the Government together with the Pink Hatched Blue Area or such part or parts thereof in accordance with Special Condition No. (23)(f)(i) hereof.
- (ii) The Grantee shall when called upon by the Government deliver to the Government the possession of the Outside Lot Portion or such part or parts thereof as the Government shall specify 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 the delivery of the possession of the Outside Lot Portion or any part or parts thereof at the request of the Grantee, but may do so as and when it sees fit. It is hereby agreed and declared that the possession of the Outside Lot Portion or part or parts thereof shall be deemed to have been delivered to the Government on the date or dates to be specified in a letter or letters from the Director requiring the delivery of the same.
- (i) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge Portion or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be specified by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge portion or a part or parts thereof together with such supports, ramps, associated staircases and landings, escalators, lifts and other ancillary structures as may be required or approved by the Director at such positions, in such manner, with such materials, of such dimensions and to such standards, levels, alignment, and designs as may be required or approved by the Director. In approving the new covered footbridge portion or a part or parts thereof, the Director may impose such terms and conditions (including the payment of fee) as he shall consider appropriate and the Grantee shall comply with and observe such terms and conditions. Subject to such terms and conditions as the Director may impose and unless the Director shall otherwise decide, the provisions in these Conditions relating to the Footbridge Portion shall apply to such new covered footbridge portion or such part or parts thereof together with all supports, ramps, associated staircases and landings, escalators, lifts and ancillary structures.
- (j) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a), (b), (g) and (i) of this Special Condition, the Government may carry out the necessary construction, maintenance or replacement works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
- (k) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director with or without tools, equipment, machinery or motor vehicles shall at all times throughout the term hereby agreed to be granted have the right of free ingress, egress and regress to and from the lot or any part or parts thereof and the building or buildings or any part or parts thereof erected or to be erected thereon and the Footbridge Portion

for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a), (b), (g) and (i) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (j) of this Special Condition and for the purpose of constructing and connecting the Government Footbridge and thereafter inspecting, managing, maintaining, altering, repairing, renewing and replacing the Government Footbridge.

- (l) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director 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-clauses (a), (b), (e), (g) and (i) of this Special Condition or the exercise by it or them of the rights conferred under sub-clauses (c), (d), (j) and (k) of this Special Condition, and no claim whatsoever shall be made against it or them in respect of any such loss, damage, nuisance or disturbance.
- (m) The Grantee shall indemnify and keep indemnified the Government, the Director and his officers, contractors and agents and any persons authorized by the Director from and against all liabilities, actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising 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 construction, alteration, management, maintenance, replacement and other works in respect of the Footbridge Portion.
- (n) For the purpose of sub-clauses (a), (b), (e), (g), (h), (i), (j) and (m) of this Special Condition, the expression "Grantee" shall exclude his assigns of the residential portions of the lot and the Electricity Sub-station and F.S.I. referred to in Special Condition No. (33)(a) hereof. For the purpose of these Conditions, the decision of the Director as to what constitutes the residential portion or portions of the lot shall be final and binding on the Grantee."

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

"For the avoidance of doubt, the Footbridge Portion shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (13)(c) hereof."

22. Formation of the Pink Hatched Blue Area

Special Condition No.(23) 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 building or structure or support for any building or structure (other than the structure or structures provided or constructed in accordance with sub-clause (b) of this Special Condition, the Within Lot Portion and the Noise Barrier referred to in Special Condition No. (25) hereof) 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 PLAN I annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").

(b) The Grantee shall:

- (i) on or before the 31st day of December, 2021 (or such other date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve and in all respects to the satisfaction of the Director:

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

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

so that vehicular and pedestrian traffic may be carried on the

Pink Hatched Blue Area;

- (ii) on or before the 31st day of December, 2021 (or such other date as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
  - (iii) maintain at his own expense the Pink Hatched Blue Area together with the Pink Hatched Blue Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (f)(i) 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 on the Grantee.
- (d) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director 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 and his officers, contractors and agents and any persons authorized by the Director under sub-clause (c) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors and agents and any persons authorized by the Director in respect of any such loss, damage, nuisance or disturbance.
- (e) The Grantee shall at all times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f)(i) of this Special Condition permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, 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 and the Pink Hatched Blue Area 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 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.
- (f) (i) 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 Within Lot Portion, the Pink Hatched Blue Area Structures and all structures, facilities, services and installations as referred to in sub-clause (b)(iii) of this Special Condition as the Director shall at his sole discretion specify to the Government save and except any structure or structures erected or constructed with the prior written consent of the Director given under sub-clause (a) of this Special Condition but otherwise free from all incumbrances 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.
- (ii) 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 erected or to be erected on the lot or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Area to the Government pursuant to sub-clause (f)(i) of this Special Condition 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 (f)(ii) shall not apply to the delivery of possession of the Government Accommodation in accordance with Special Condition No. (35) hereof and a building mortgage as provided in Special Condition No. (41)(d) hereof. Prior to the said carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (g) (i) The Grantee shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than vehicular traffic and 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.
- (ii) The Grantee shall, after the works referred to in sub-clauses (b)(i) and (b)(ii) 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)(i) 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.
- (iii) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director 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 (g)(ii) of this Special Condition or the exercise by it or them of the rights under sub-clause (e) of this Special Condition, and no claim whatsoever shall be made against it or them in respect of any such loss, damage, nuisance or disturbance.
- (h) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (g)(ii) 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.
- (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (g)(ii) 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, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (j) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f)(i) 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, 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 or substitution therefor.

- (k) 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)(i) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (13)(c) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition No. (13)(c) hereof cannot be attained.
- (l) Where structure or structures has or have been erected or constructed with the prior written consent of the Director given under sub-clause (a) of this Special Condition (hereinafter referred to as the “Approved Structures”), the Grantee agrees:
- (i) that no alteration or amendment or addition whatsoever (whether or not it has been approved by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be made to the Approved Structures or any part or parts thereof except with the prior written approval of the Director;
- (ii) that 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 person by reason of the Approved Structures whether before or after the surrender of the Pink Hatched Blue Area or any part or parts thereof to the Government pursuant to sub-clause (f)(i) of this Special Condition;
- (iii) that without prejudice to any other rights of the Government, at any time and at his absolute discretion, the Director shall have the right to serve upon the Grantee a written notice of not less than three calendar months requiring the Grantee to demolish and remove, and the Grantee shall demolish and remove, the Approved Structures or any part thereof as the Director may specify (it is hereby agreed that the Government shall not be responsible for any loss or damage caused to or suffered by the Grantee arising out of the demolition or removal of the Approved Structures or any part thereof, and the Grantee shall not be entitled to any claim whatsoever against the Government or any compensation whatsoever);
- (iv) to maintain (including all necessary repairs, cleaning and any other works as may be required by the Director) at all times at his own expense the Approved Structures in good and substantial repair and condition in all respects to the satisfaction of the Director until the demolition or removal of the Approved Structures; and
- (v) to indemnify and shall keep indemnified the Government from and against all liabilities, claims, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, presence, removal or demolition of the Approved Structures or the state and condition of the Approved Structures or the lack of repair or maintenance of the Approved Structures or otherwise in respect of the Approved Structures.
- (m) For the purpose of sub-clauses (b), (c), (f)(i), (1)(iii), (1)(iv) and (1)(v) this Special Condition, the expression “Grantee” shall exclude F.S.I. referred to in Special Condition No. (33)(a) hereof.”

## 23. Public Open Space

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

- “(a) The Grantee shall on or before the 31st day of December, 2021 (or such other date as may be approved by the Director), at his own

expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot:

- (i) an open space of not less than 1,715 square metres at the ground level of the lot (hereinafter referred to as “the Open Space A”) and for the purpose of these Conditions, the decision of the Director as to what constitutes the ground level of the lot shall be final and binding on the Grantee; and
- (ii) an open space of not less than 4,000 square metres at the level of 25 metres above the Hong Kong Principal Datum (or such other level as may be approved by the Director) (hereinafter referred to as “the Open Space B”).’

The Open Space A and the Open Space B (hereinafter collectively referred to as “the Public Open Space”) shall be formed, serviced, landscaped, planted, treated and provided in such manner, with such materials and with such equipment and facilities at the expense of the Grantee as the Director may require and in all respects to his satisfaction.

- (b) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Public Open Space together with everything thereon in all respects to the satisfaction of the Director.
- (c) Without prejudice to the generality of sub-clause (b) of this Special Condition, the Grantee shall upon completion of construction of the Public Open Space and throughout the term hereby agreed to be granted:
- (i) keep the Open Space A open for the use and enjoyment by all members of the public 24 hours a day (or at such other hours as may be approved by the Director) for all lawful purposes free of charge and without any interruption;
- (ii) keep the Open Space B open for the use and enjoyment by all members of the public for all lawful purposes at all times from 9:00 a.m. to 10:00 p.m. (or at such other hours as may be approved by the Director) free of charge and without any interruption;
- (iii) permit all members of the public to pass and repass on foot or by wheelchair along, to, from, by, through and over the Open Space A and the Open Space B or any part thereof at all times during the opening hours respectively specified in sub-clauses (c)(i) and (c)(ii) of this Special Condition for the purpose of gaining access to the Open Space C referred to in Special Condition No. (26)(a)(iv) hereof; and
- (iv) at his own expense and to the satisfaction of the Director display notices in prominent locations informing the public that the Public Open Space is open to all members of the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.
- (d) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director 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 (c) of this Special Condition, and no claim whatsoever shall be made against it or them in respect of any such loss, damage, nuisance or disturbance.
- (e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Open Space to the public for use.
- (f) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or

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

- (g) For the purpose of sub-clauses (a), (b) and (c) of this Special Condition, the expression “Grantee” shall exclude his assigns of the residential portions of the lot and the Electricity Sub-station and F.S.I. referred to in Special Condition No. (33)(a) hereof.”

#### 24. Noise Barrier

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

“In the event that noise barrier or noise barriers with projection extending beyond the boundary of the lot and over and above any portion of the adjoining Government land (hereinafter collectively referred to as “the Noise Barrier”) are approved by the Director of Environmental Protection to be erected or constructed on the lot, 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 of 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 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 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, use, demolition, removal or replacement 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 or periods 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 of such works, 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 permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clauses (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;
- (m) the Grantee shall indemnify and keep indemnified the Government, the Director and his officers, contractors and agents and any persons authorized by the Director from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, repair, maintenance, alteration, use, demolition, removal or replacement of the Noise Barrier or in connection with the works under sub-clause (j) of this Special Condition; and
- (n) for the purpose of sub-clauses (a), (d), (i), (j) and (m) of this Special Condition, the expression “Grantee” shall exclude referred to in Special Condition No. (33)(a) hereof.”

#### 25. Provision of the Government Accommodation

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

- “ (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner the following accommodations:
- (i) one public transport interchange comprising a public light bus terminus, a green minibus terminus and a franchised bus terminus (hereinafter referred to as “the Public Transport

Interchange”);

- (ii) one hawker bazaar with a net operational floor area of not less than 316.6 square metres (hereinafter referred to as “the Hawker Bazaar”);
- (iii) one refuse collection point with a net operational floor area of not less than 90 square metres (hereinafter referred to as “the Refuse Collection Point”); and
- (iv) an open space of an area of 685 square metres (or such other area as may be approved by the Director) at the ground level of the lot or such level to be approved by the Director within that portion of the lot shown edged blue on PLAN I annexed hereto or such other portion of the lot as may be approved by the Director (hereinafter referred to as “the Open Space C”);

all to be completed and made fit for occupation and operation on or before the 31st day of December, 2021 (or such other date as may be approved by the Director) (which accommodations (including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as “the Government Accommodation”).

- (b) The Government Accommodation referred to in sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition shall be erected and constructed in accordance with the Technical Schedules annexed hereto (hereinafter referred to as “the Technical Schedules”) and the plans approved under Special Condition No. (27)(a) hereof. The Open Space C shall be erected and constructed in accordance with the landscape master plan approved under Special Condition No. (12) hereof.
- (c) The Government hereby reserves the right to alter or vary at its absolute discretion at any time the use of the Government Accommodation or any part thereof.
- (d) (i) For the purpose of determining the net operational floor area of any part of the Government Accommodation, the net operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and spaces within such part of the Government Accommodation as detailed in the Technical Schedules excluding any structures, partitions, circulation areas, staircases, staircase halls, lift landings, space occupied by toilet facilities, mechanical and electrical services such as lifts and air-conditioning systems.
- (ii) For the purpose of these Conditions, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within that room or space.”

According to an Approval Letter dated 2 October 2018, the Director of Lands has given the following approval :-

“... under Special Condition No. (26)(a)(iv) of the Conditions of Exchange No. 20238 dated 19 December 2014 (the “Conditions”) under which the above lots are held, to revise the location of the Open Space C as defined in Special Condition No. (26)(a)(iv) of the Conditions as shown edged blue on PLAN I to the Conditions to the location as shown edged blue on PLAN No. KM10033 annexed hereto, subject to the condition that the Open Space C shall be provided at the ground level of the subject lots with an area of 685 square metres as stipulated under Special Condition No. (26)(a)(iv) of the Conditions.”

## 26. Maintenance of the Government Accommodation

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

- “(a) Without prejudice to the provisions of Special Condition No. (37) hereof, the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (37) (a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
- (b) After the issue of the certificate of completion in respect of the Open Space C under Special Condition No. (32) hereof and prior to the assignment or delivery of vacant possession of the whole of the Open Space C pursuant to Special Condition Nos. (33)(a) or (35) hereof (as the case may be), the Grantee shall:
  - (i) keep the Open Space C open for the use and enjoyment by all members of the public 24 hours a day (or such other hours as may be approved by the Director) for all lawful purposes free of charge and without any interruption and manage the same in all respects to the satisfaction of the Director; and
  - (ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Open Space C is open to all members of the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.
- (c) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

## 27. Defects liability

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

- “(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor:
  - (i) which may exist at the respective dates of delivery of possession by the Grantee of the Public Transport Interchange, the Hawker Bazaar, the Refuse Collection Point and the Open Space C; and
  - (ii) which shall occur or become apparent within a period of 365 days after the respective dates of delivery of possession by the Grantee of the Public Transport Interchange, the Hawker Bazaar, the Refuse Collection Point and the Open Space C (hereinafter referred to as “Defects Liability Period”).
- (b) Whenever required by the Director or F.S.I., the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the respective dates of delivery of possession thereof by the Grantee.

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

(d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. and all costs and charges incurred in connection therewith by the Government or F.S.I. as certified by the Director (whose decision shall be final and binding on the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee.

(e) The Grantee shall give and execute in favour of the Government and F.S.I. a written guarantee to unconditionally and irrevocably:

- (i) guarantee the performance of obligations of the Grantee under this Special Condition; and
- (ii) indemnify the Government and F.S.I. against all losses, damages, costs, charges, expenses and liabilities which may be incurred by the Government or F.S.I. by reason of or arising out of any breach or non-performance of any of the obligations of the Grantee under this Special Condition.

The guarantee shall be subject to the laws of Hong Kong in a form as the Director may require or approve and shall be delivered to him within 60 days from the date of this Agreement.

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

28. Maintenance of external finishes and structure of walls, etc

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

"(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):

- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
- (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

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

(b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.

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

29. Parking requirements

Special Condition No.(46) 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 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 the Residential Parking Spaces different from those set out in the table below):

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 17 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 11 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 4 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 2 residential units or part thereof
Not less than 160 square metres	One space for every residential unit

(ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of the Residential Parking Spaces to be provided shall be the aggregate of the respective numbers 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 and 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:

- (I) 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 the total gross floor area stipulated in Special Condition No. (13)(c) hereof; and
- (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit and in so calculating, the total gross floor area of residential common area, which is for common use and

benefit of the residents of the 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 the total gross floor area stipulated in Special Condition No. (13) (c) 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:

The total gross floor area of Residential Common Area	X	The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition
		The total gross floor area of all residential unit 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 building or buildings erected or to be erected on the lot shall be provided at a rate of 5 spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.
- (iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (both as may be varied under Special Condition No. (48) hereof) shall not be used for any purpose other than those respectively stipulated in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the following rates unless the Director consents to another rate:
  - (I) one space for every 200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or any part or parts of the building or buildings to be used for office purpose; and
  - (II) one space for every 300 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or any part or parts of the building or buildings to be used for non-industrial (excluding private residential, office, godown, hotel, petrol filling station, the Electricity Sub-station and the Government Accommodation) purposes.
- (ii) For the purpose of calculating the number of spaces to be provided under sub-clauses (b)(i)(I) and (b)(i)(II) 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-clauses (b)(i)(I) and (b)(i)(II) 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 respective purposes stipulated in the said sub-clauses 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. (48) 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 or 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 be located at such position and level as shall be approved in writing by the Director.
- (iii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate:
  - (I) 10 percent of the total number of the Residential Parking Spaces required to be provided under sub-clause (a)(i) of this Special Condition (hereinafter referred to as “the Residential Motor Cycle Parking Spaces”)
  - (II) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i)(I) of this Special Condition; and
  - (III) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i)(II) of this Special Condition;

If the number of spaces to be provided under this sub-clause (d) (i) is a decimal number, the same shall be rounded up to the next whole number.

- (ii) The Residential Motor Cycle Parking Spaces (as may be varied under Special Condition No. (48) hereof) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings 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.
- (iii) The spaces provided under sub-clauses (d)(i)(II) and (d)(i)(III) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in sub-clauses (b)(i) (I) and (b)(i)(II) of this Special Condition 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.

- (e) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a) 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 dimensions of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the spaces provided under sub-clause (d) of this Special Condition shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.”

### 30. Loading and Unloading requirements

Special Condition No.(47) 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 unless the Director consents to another rate:

- (i) one 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 or any part or parts of the building or buildings 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 or any part or parts of the building or buildings to be used for non-industrial (excluding private residential, office, godown, hotel, petrol filling station, the Electricity Sub-station and the Government Accommodation) purposes.
- (b) (i) Each of the spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition shall measure 3.5 metres in width and 11 metres in length with a minimum headroom of 4.7 metres or such other minimum headroom as may be approved by the Director.
  - (ii) Of the spaces provided under sub-clause (a)(iii) of this Special Condition, 65 percent shall be spaces each measuring 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres, and the remaining 35 percent shall be spaces each measuring 3.5 metres in width and 11 metres in length with a minimum headroom of 4.7 metres provided that the Director may at his absolute discretion round up or down the respective numbers of spaces to a whole number.
- (c) The spaces provided under sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings for the respective purposes stipulated in the said sub-clauses.
  - (d) 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.”

### 31. Restriction on alienation of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces

Special Condition No.(50) of the Land Grant stipulates that:-

“(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, 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.
- (d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for the Disabled Persons.”

### 32. Cutting away

Special Condition No.(54) 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. (53) 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.”

### 33. Anchor maintenance

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

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

### 34. Damages to Services

Special Condition No. (58) 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 or the Green Area or both the lot or any part thereof and the Green Area (hereinafter collectively referred to as “the Services”). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals, The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement, The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area 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 the Green Area or both the lot or any part thereof and the Green Area 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.”

### 35. Construction of drains and channels

Special Condition No.(59) 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.”

### 36. No grave or columbarium permitted

Special Condition No.(62) 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.

# SUMMARY OF LAND GRANT

## 批地文件的摘要

1. 本「期數」建於新九龍內地段第6514號餘段(「該土地」)。
2. 「該土地」乃根據日期為2014年12月19日的《換地條件第20238號》批出，批租年期為2014年12月19日起50年。
3. 「批地文件」特別條款第(10)條訂明：

『(a) 該地段或其任何部分或該處任何已建或擬建建築物或建築物部分，除作非工業用途外(不包括貨倉、酒店及加油站但包括電力分站)，不可作任何其他用途。

(b) 如在該地段範圍內設置電力分站(以下簡稱「電力分站」)，「電力分站」將只可為該地段及於2009年1月23日經城市規劃委員會於申請編號A/K14/576下批核的總綱發展藍圖中註明為「觀塘市中心重建項目主地盤 — 第4及第5發展區」的毗鄰土地上任何已建或擬建一座或多座建築物供電。』

#### 4. 維修

「批地文件」一般條款第6條訂明：

『(a) 「承批人」應在整個批租期內遵照此等「條款」(定義見一般條款第12條)進行建造或重建工程(本詞指本一般條款(b)款所述的重建工程)：

(i) 依照經核准的設計及規劃和任何核准建築圖則(不得作任何更改或修改)維修所有建築物；

(ii) 維修現已或此後將會按照此等「條款」或日後任何經修訂的合約條文建造的所有建築物，使其修繕妥當及狀況良好，並在批租期屆滿或提前終止時以同等的修繕狀況交還此等建築物。

(b) 如在批租期任何時期內拆卸「該地段」或其任何部分的任何現有建築物，「承批人」必須另建良好穩固的一座或多座同類型建築物而總樓面面積不少於現有建築物或有關類型和價值經「署長」批核的一座或多座建築物作替代。倘如上所述拆卸建築物，「承批人」應在拆卸前(1)個曆月內向「署長」申請同意在該地段進行重建工程。「承批人」接獲同意書後，必須在三(3)個曆月內展開必要的重建工程，並在「署長」指定的期限內以「署長」滿意的方式完成重建。』

#### 5. 就現有建築物及構築物向政府賠償

「批地文件」特別條款第(2)條訂明：

『(a) 「承批人」確認於「本協議」訂立日，該地段範圍內現存有某些建築物及構築物(以下簡稱「現存建築物及構築物」)，「承批人」將自費拆卸和清拆「現存建築物及構築物」。如因「現存建築物及構築物」的存在導致「承批人」蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任或義務。如因「現存建築物及構築物」的存在及其後進行拆卸和清拆工程而直接或間接引起任何責任、損失、索償、費用、訴求、訴訟或其他程序，「承批人」現承諾向「政府」作出賠償並確保其免責。

(b) 「承批人」確認於「本協議」訂立日，該地段及本文特別條款第(5)(a)(i)條所載的「綠色範圍」內現存有某些公用服務設施(以下簡稱「現存公用服務設施」)，「承批人」將自費以「署長」全面滿意的方式執行「現存公用服務設施」的拆卸、重鋪及改道工程。「承批人」應以「署長」滿意的方式在所有「現存公用服務設施」完成拆卸、重鋪及改道之前的任何合理時間，准許「政府」及獲「政府」授權的相關公用事業公司行使權利，按其需要通行、進出、往返和行經該地段及「綠色範圍」，以便執行「現存公用服務設施」的拆卸、重鋪及改道工程。如因「現存公用服務設施」的存在或

因「政府」和根據本(b)款獲「政府」授權的任何公用事業公司行使本(b)款訂明的權利等導致「承批人」蒙受任何損失、損害、滋擾或騷擾，「政府」及根據本(b)款獲授權的公用事業公司概不承擔任何責任或義務。如因「現存公用服務設施」的存在和其後進行拆卸、重鋪及改道工程而直接或間接引起任何責任、損失、索償、費用、訴求、訴訟或其他程序，「承批人」現承諾向「政府」作出賠償並確保其免責。』

#### 6. 平整「綠色範圍」(時限、方式及用途)

「批地文件」特別條款第(5)條訂明：

『(a) 「承批人」應：

(i) 在2021年12月31日或之前(或「署長」批准的其他日期)，自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、走線和設計進行下列工程，以全面令「署長」滿意：

(I) 在本文所夾附「圖則I」以綠色顯示的擬建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設及平整工程；及

(II) 提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「綠色範圍構築物」)；

以供車輛及行人往來「綠色範圍」；

(ii) 在2021年12月31日或之前(或「署長」批准的其他日期)，自費以「署長」滿意的方式在「綠色範圍」鋪設路面、建造路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器；及

(iii) 自費維修「綠色範圍」連同該處的「綠色範圍構築物」和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」按照本文特別條款第(6)條交回「政府」為止。

(b) 如「承批人」不履行本特別條款(a)款訂明其應承擔的責任，「政府」可執行必要的工程，費用由「承批人」支付。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。

(c) 倘因「承批人」履行本特別條款(a)款所訂的「承批人」責任或「政府」行使本特別條款(b)款所訂權利等或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔責任，「承批人」不可就此等損失、損害、滋擾或騷擾向「政府」作任何形式的索償。

(d) 於本特別條款(a)及(b)款，「承批人」一詞的釋義並不包括本文特別條款第(33)(a)條所載的「財政司司長法團」。』

#### 7. 「綠色範圍」之管有權

「批地文件」特別條款第(6)條訂明：

『茲為執行本文特別條款第(5)條所述的必要工程，「承批人」將在「本協議」訂立日被視為已獲授予「綠色範圍」管有權。』

「綠色範圍」的管有權將於「政府」通知時交還「政府」，並最遲於「署長」向「承批人」發函說明所有此等「批地條款」已妥善履行令其滿意當日被視為已交還「政府」。「承批人」佔管「綠色範圍」期間，應允許所有「政府」及公共車輛和行人於任何合理時間進出及通行「綠色範圍」，此外並要確保執行本文特別條款第(5)條等指定的工程時不會干預或阻礙該處的出入通行權。』

#### 8. 「綠色範圍」的使用限制規定

「批地文件」特別條款第(7)條訂明：

『如非事前獲「署長」書面同意，「承批人」不可使用「綠色範圍」儲物或在該處搭建任何臨時構築物，又或用作本文特別條款第(5)條訂明工程以外的其他用途。』

#### 9. 通行「綠色範圍」進行檢查

「批地文件」特別條款第(8)條訂明：

『(a) 「承批人」佔管「綠色範圍」期間，必須在所有合理時間：

- (i) 允許「政府」、「署長」及其人員、承建商、代理及「署長」授權的任何其他人等行使權利通行、進出、往返和行經該地段及「綠色範圍」，以便檢驗、檢查及監督任何遵照本文特別條款第(5)(a)條執行的任何工程，以及執行、檢驗、檢查和監督任何遵照本文特別條款第(5)(b)條執行的工程及「署長」認為有必要在「綠色範圍」實施的其他工程，以及興建本文特別條款第(21)(c)條所載的「政府行人天橋」；
  - (ii) 允許「政府」及「政府」授權的相關公用事業公司行使權利按其需要通行、進出、往返和行經該地段及「綠色範圍」或在「綠色範圍」或任何毗連土地內、其上或其下執行工程，其中包括但不限於鋪設及其後維修所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便按需要提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體(如有者)及其他服務。「承批人」應與「政府」及「政府」授權的相關公用事業公司充分合作，以處理所有關乎在「綠色範圍」執行任何上述工程的事宜；及
  - (iii) 允許水務監督人員及其授權的其他人等有權按需要通行、進出、往返和行經該地段及「綠色範圍」，以執行任何關於運作、維修、修理、更換及更改「綠色範圍」內任何其他水務裝置的工程。
- (b) 倘因「政府」、「署長」及其人員、承建商及代理和任何其他人士或根據本特別條款(a)款正式獲授權的公用事業公司行使權利導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和任何其他人士或根據本特別條款(a)款正式獲授權的公用事業公司毋須就此承擔責任。』

#### 10. 建築契諾

「批地文件」特別條款第(9)條訂明：

『「承批人」應全面遵照此等「批地條款」和香港現時或無論任何時候生效的所有建築、衛生及規劃相關條例、附例和規例在該地段興建一座或多座建築物。上述建築物應在2021年12月31日或之前建成並適宜佔用居住。』

#### 11. 樹木保育

「批地文件」特別條款第(11)條訂明：

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

#### 12. 園景工程

「批地文件」特別條款第(12)條訂明：

- 『(a) 「承批人」應自費向「署長」提交園景設計總圖，述明遵照本特別條款(b)款在該地段進行園景工程的位置、規劃和布局，以供「署長」審批。直至「署長」以書面批准園景設計總圖及同意(如需要者)遵照本文特別條款第(11)條保育樹木的建議書為止，「承批人」不得在該地段或其任何部分展開任何上層結構工程。
- (b) (i) 園景設計總圖比例應為1：500或更大，並須在園景建議書載明指定資料，包括現有樹木普查及處理方案、地盤布局圖和平整面標高、房屋發展概念模式、園景建築工程區及花卉樹木種植工程區圖解布局，以及「署長」指定的其他資料。
- (ii) 該地段應有不少於百分之三十(30%)面積種植樹木、灌叢或其他植物。
- (iii) 本特別條款(b)(ii)款所載的百分之三十(30%)面積當中，應有不少於百分之五十(50%)(「綠色範圍」)設於「署長」全權酌情指定的位置或樓層，以使「綠色範圍」在行人視線之內或可供進入該地段的任何人士或人等享用。
- (iv) 就「承批人」所建議園景工程部分構成本特別條款(b)(ii)款所載的百分之三十(30%)面積，「署長」作出的決定將作終論並對「承批人」約束。
- (v) 「署長」可全權酌情接受「承批人」建議的其他非種植特色，以代替種植樹木、灌叢或其他植物。
- (c) 「承批人」應按照經批核的園景設計總圖，自費以「署長」全面滿意的方式在該地段進行園景工程。如非事前獲「署長」書面同意，不得對經批核的園景設計總圖作任何修改、更改、改動、改變或取代。
- (d) 其後，「承批人」應自費保養及維修園景工程，以維持其安全、清潔、整齊、井然及健康，全面令「署長」滿意。
- (e) 除位於本文特別條款第(24)(a)及(26)(a)條所載的「公眾休憩用地」及「休憩用地C」範圍內的園景地方外，所有根據本特別條款進行園景美化的地方將劃為並構成本文特別條款第(40)(a)(v)條所載的「公用地方」一部分。
- (f) 於本特別條款(a)、(c)及(d)款，「承批人」一詞的釋義並不包括本文特別條款第(33)(a)條所載的「財政司司長法團」。』

#### 13. 發展條款

「批地文件」特別條款第(13)條訂明：

『遵從此等「批地條款」之規定，倘該地段或其任何部分發展或重建(本詞僅指本文一般條款第6條預期進行的重建工程)：

- (a) 建於該地段的任何或所有建築物必須全面遵從《建築物條例》、其任何附屬規例及相關修訂法例的規定；
- (b) 如在該地段或其任何部分或此等「批地條款」所指定該地段外範圍建造任何一座或多座建築物，又或發展或使用該地段或其任何部分或此等「批地條款」指定的該地段外範圍，必須全面遵從《城市規劃條例》、其任何附屬規例及相關修訂法例的規定，否則不得進行；
- (c) (i) 該地段任何已建或擬建一座或多座建築物的樓面總面積應不少於103,320平方米及不超過172,200平方米；
- (ii) 本特別條款(c)(i)款指定的樓面總面積中：
- (I) 該地段任何已建或擬建作私人住宅用途的一座或多座建築物或其任何部分之樓面總面積不得超過138,980平方米；及
- (II) 該地段任何已建或擬建作非工業用途(不包括私人住宅、貨倉、酒店及加油站但不包括「電力分站」)的一座或多座建築物或其任何部分之樓面總面積不得超過33,220平方米。
- (iii) 本特別條款(c)(ii)(II)款指定的樓面總面積中：
- (I) 倘於該地段設置「電力分站」，「電力分站」的樓面總面積不得超過2,593平方米；及
- (II) 該地段任何已建或擬建作本文特別條款第(26)(a)條所載「政府樓宇」用途的一座或多座建築物或其任何部分之樓面總面積為16,199平方米(或「署長」批准的其他樓面總面積)，當中：
- (A) 該地段任何已建或擬建作本文特別條款第(26)(a)(i)條所載「公共運輸交匯處」用途的一座或多座建築物或其任何部分之樓面總面積為14,679平方米(或「署長」批准的其他樓面總面積)；
- (B) 該地段任何已建或擬建作本文特別條款第(26)(a)(ii)條所載「小販市場」用途的一座或多座建築物或其任何部分之樓面總面積為1,270平方米(或「署長」批准的其他樓面總面積)；及
- (C) 該地段任何已建或擬建作本文特別條款第(26)(a)(iii)條所載「垃圾收集站」用途的一座或多座建築物或其任何部分之樓面總面積為250平方米(或「署長」批准的其他樓面總面積)。
- (d) 該地段任何已建或擬建建築物或其他構築物的任何部分連同有關建築物或構築物任何加建物或配件(如有者)的總高度不可高於香港主水平基準以上178米或「署長」全權酌情批准的其他高度限制，然而：
- (i) 如事前獲「署長」書面批准，建築物天台可搭建或放置超出上述高度限制的機房、冷氣機、水箱、梯屋及同類天台構築物；及
- (ii) 「署長」可全權酌情在計算個別建築物或構築物時不計入本文特別條款第(61)(b)(i)(II)條所載的任何構築物或樓面面積；
- (e) (i) 如非事前獲「署長」書面批准，該地段個別已建或擬建建築物或建築物群的面牆伸展長度不可達到或超過60米；
- (ii) 於本特別條款(e)(i)款：
- (I) 「署長」就何謂建築物所作的決定將作終論並對「承批人」約束；
- (II) 任何現已或將會建於該地段的兩座或多座建築物如最短水平距離少於15米，即被視作建築物群；
- (III) 「署長」就何謂該地段任何已建或擬建建築物或建築物群面牆伸展長度所作的決定將作終論並對「承批人」約束；及
- (IV) 計算本特別條款(e)(i)款所載的面牆伸展長度時，將會計入兩座建築物之間的空隙。「署長」就計算方法所作的決定將作終論並對「承批人」約束；及
- (f) 該地段任何已建或擬建一座或多座建築物的設計和布局必須提交「署長」書面批核，直至「署長」正式批核，該地段不可動工進行任何建築工程(「現存建築物及構築物」拆卸和清拆工程、「現存公用服務設施」拆卸、重鋪及改道工程和地盤平整工程除外)。為「批地條款」的目的，「建築工程」及「地盤平整工程」將以《建築物條例》、其任何附屬規例及相關修訂法例訂明的釋義為準。』
- 根據一份日期為2018年10月2日的批准書，地政總署署長已給予以下批准：
- 『... 根據授予該等地段的日期為2014年12月19日的《換地條件第20238號》(「此條件」)的特別條款第(13)(c)(iii)(II)(C)條，批准於該等地段上已建或擬建的一座或多座建築物或任何擬用作為「垃圾收集站」(定義見「此條件」特別條款第(26)(a)(iii)條)的一座或多座建築物的總樓面面積由250平方米增加至366.946平方米...』
- 『... 根據「此條件」特別條款第(13)(c)(iii)(II)條，批准於該條中訂明的總樓面面積由16,199平方米增加至16,315.946平方米，惟條件是不可超過「此條件」特別條款第(13)(c)(iii)(II)條中訂明的總樓面面積33,220平方米。』
- #### 14. 康樂設施
- 「批地文件」特別條款第(15)(c)(ii)及(iii)條訂明：
- 『(c) 如「設施」任何部分被豁免列入計算本特別條款第(b)分條的總樓面面積(以下簡稱「豁免設施」)：
- ...
- (ii) 「承授批」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」僅供該地段上已建或擬建的住宅大廈的住戶和他們的真正訪客使用，其他人一概不得使用。』
- #### 15. 看守員及管理員的辦公室樓宇
- 「批地文件」特別條款第(16)(a)(ii)條訂明：
- 『(a) 可在該地段設有看守員或管理員或兩者的辦公室樓宇，但須遵從以下條件：
- ...

- (ii) 該樓宇不得用作完全及必要地受僱於該地段工作的看守員或管理員或兩者的辦公室樓宇以外的任何用途；及

...』

#### 16. 看守員及管理員的宿舍

「批地文件」特別條款第(17)(a)(ii)條訂明：

- 『(a) 可在該地段設有看守員或管理員或兩者的宿舍，但須遵從以下條件：

...

- (ii) 該宿舍不得用作完全及必要地受僱於該地段工作的看守員或管理員或兩者的宿舍以外的任何用途。』

#### 17. 業主立案法團或業主委員會的辦事處

「批地文件」特別條款第(18)(a)(i)條訂明：

- 『(a) 可在該地段設有一個辦事處以供業主立案法團或業主委員會使用，但：

- (i) 該辦事處不得用作就該地段已建成或擬建的建築物已成立或將會成立的業主立案法團或業主委員會開會及處理行政工作以外的任何用途；及

...』

#### 18. 行人通道

「批地文件」特別條款第(19)條訂明：

- 『(a) 「承批人」應自費以「署長」全面滿意的形式，在「署長」指定或批准的位置、方式、物料、尺寸、標準、樓層、走線及設計，於該地段內鋪設、平整、提供、建造和鋪設路面整飾分段的行人路或行人道(連同「署長」全權酌情指定的樓梯、斜路、照明裝置、自動扶梯及傷殘人士電梯)(以下統稱「行人通道」)。「行人通道」應採取最短路線，以連通本文特別條款第(21)(a)條所載的「行人天橋部分」至協和街、本文特別條款第(24)(a)條所載的「公眾休憩用地」及本文特別條款第(26)(a)條所載的「政府樓宇」(「公眾休憩用地」及「政府樓宇」以下統稱「社區設施」)。
- (b) 「承批人」應在本文協定的整個批租年期內自費管理和維修「行人通道」，以保持其狀況良好及修繕妥當，全面令「署長」滿意。
- (c) 「承批人」應在依照本特別條款(a)款規定建成「行人通道」後和其後於本文協定批授的整個年期內，每日24小時(或「署長」批准的其他時段)保持「行人通道」開放供所有公眾人士免費及暢通無阻地步行或乘坐輪椅通行，以便經由「行人通道」通行「行人天橋部分」往返協和街及「社區設施」。
- (d) 倘因「承批人」履行本特別條款(c)款訂明的責任等導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等概不承擔任何責任，「承批人」不可就此等損失、損害、滋擾或騷擾，向彼等任何一方索償。
- (e) 現明確協議、聲明及訂明，儘管施予「承批人」本特別條款(c)款所載的責任，「承批人」並無意而「政府」亦無同意將「行人通道」劃為公眾通道。

- (f) 現明確協議及聲明，本特別條款(c)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免生疑問，「承批人」現明確放棄基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。

- (g) 於本特別條款(a)、(b)及(c)款，「承批人」一詞不包括本文特別條款第(33)(a)條所載的「財政司司長法團」。』

#### 19. 豁免「行人通道」的面積

「批地文件」特別條款第(20)條訂明：

- 『(a) 為免疑問，「行人通道」的面積須納入計算本文特別條款第(13)(c)條訂明的總樓面面積。
- (b) 儘管本特別條款(a)款，「署長」可全權酌情排除「行人通道」的面積的全部或部份而不納入計算本文特別條款第(13)(c)條訂明的總樓面面積，「署長」就所作的決定將作終論並對「承批人」約束。』

#### 20. 建造「行人天橋部分」

「批地文件」特別條款第(21)條訂明：

- 『(a) (i) 「承批人」須在2017年12月31日或之前\*(或「署長」批准的其他日期)，自費以「署長」全面滿意的方式，在本文所夾附「圖則I」顯示及註明為「擬建行人天橋」的位置(或「署長」指定或批准的其他位置)建造一條跨越本文特別條款第(23)(a)條所載的「粉紅色加藍色斜線範圍」與該地段範圍外的一段單層有蓋行人天橋連同「署長」指定或批准的所有承托件及連接段(包括「署長」全權酌情視為日後擴建上述行人天橋所需的承托件及連接段)(以下簡稱「行人天橋部分」；建於該地段範圍內的「行人天橋部分」以下簡稱「地段內行人天橋部分」；建於該地段範圍外的「行人天橋部分」以下簡稱「地段外行人天橋部分」)，以連通「行人通道」至本特別條款(c)款所載的「政府行人天橋」和建基在現於土地註冊處註冊名為新九龍內地段第6499號之所有一方或一塊土地上朝向協和街的行人天橋接駁段(以下簡稱「毗鄰地段行人天橋接駁段」)。

(\*：根據地政總署九龍東區地政處日期為2019年9月13日的批准函，該日期延至2021年12月31日。)

- (ii) 「行人天橋部分」應以「署長」指定或批准的方式、物料、標準、樓層、走線和設計建造，包括但不限於配備及建造承托件、斜路、其他相關樓梯及梯台、自動扶梯、電梯、內部及外部配件和固定裝置及「署長」全權酌情規定的照明裝置。「行人天橋部分」的內淨闊度最少應有2.7米，內淨空高度最少為2.8米，或採用「署長」批准的其他尺寸。
- (b) (i) 「承批人」依照本文特別條款第(19)(a)條規定建成「行人通道」之前，應自費在「署長」指定的期限內提供臨時接駁通道，包括但不限於配備及建造「署長」全權酌情指定的樓梯、梯台、照明裝置、自動扶梯及傷殘人士電梯(以下簡稱「臨時接駁通道」)，以在「署長」指定或批准的位置、方式、物料、尺寸、標準、樓層、走線及設計，將「行人天橋部分」連接至協和街。
- (ii) 「承批人」應自費管理、維修「臨時接駁通道」並每日24小時(或「署長」批准的其他時段)保持「臨時接駁通道」開放供所有公眾免費及暢通無阻地步行或乘坐輪椅通行，以便經由「臨時接駁通道」通行「行人天橋部分」往返協和街。

- (iii) 「承批人」依照本文特別條款第(19)(a)條規定建成「行人通道」後，應在「署長」指定的期限內自費拆卸和清拆「臨時接駁通道」，並將曾經建有「臨時接駁通道」的範圍恢復原貌，全面令「署長」滿意。
- (c) 茲於本文協定批授的整個年期內，「政府」及其授予相關權利的人士或人等將免費獲保留支撐權，以及將一條由「政府」建造橫跨物華街及協和街的行人天橋(以下簡稱「政府行人天橋」)接駁到「行人天橋部分」的權利。
- (d) 茲於本文協定批授的整個年期內，「政府」及其授予相關權利的人士或人等將免費獲保留所有必要權利，可按「署長」規定佔用該地段某些部分及「行人天橋部分」，以便建造、接駁及其後檢查、管理、維修、更改、修理、更新和更換「政府行人天橋」。
- (e) 「承批人」應在依照本特別條款(a)款規定建成「行人天橋部分」後和其後於本文協定批授的整個年期內，每日24小時(或「署長」批准的其他時段)保持「行人天橋部分」開放供所有公眾免費及暢通無阻地步行或乘坐輪椅通行，以便經由「行人天橋部分」通行「行人通道」往返「政府行人天橋」及「毗鄰地段行人天橋接駁段」。
- (f) (i) 「行人天橋部分」及「臨時接駁通道」除供所有公眾人士步行或乘坐輪椅通行或作「署長」全權酌情批准的其他用途外，不得作任何其他用途。
- (ii) 除非「署長」批准或指定，否則「承批人」不可使用或允許或容忍他人使用「行人天橋部分」及「臨時接駁通道」任何內部或外部作廣告用途或展示任何招牌、告示或海報。
- (iii) 「承批人」不可作出或允許或容忍他人在「行人天橋部分」及「臨時接駁通道」作出任何行為，以致或可能對途經「行人天橋部分」及「臨時接駁通道」下方的任何人士或車輛或任何相鄰或毗鄰地段或處所的業主或佔用人構成滋擾、騷擾、不便或損害。
- (g) 儘管「粉紅色加藍色斜線範圍」連同本文特別條款第(23)(f)(i)條所訂的「地段內部分」已交還「政府」及「地段外部分」已按照本特別條款(h)(ii)款交付管有權，「承批人」亦須於本文協定批授的整個年期內自費管理和維修「行人天橋部分」，以保持其狀況良好及修繕妥當，全面令「署長」滿意。
- (h) (i) 「地段內部分」或其相關部分的管有權應遵照本文特別條款第(23)(f)(i)條規定連同「粉紅色加藍色斜線範圍」或當中任何部分交還「政府」。
- (ii) 「承批人」應在「政府」要求時，以「政府」免付任何代價、款項或補償的方式向「政府」交還「地段外部分」或「政府」指定的當中任何部分，然而「政府」概無責任必須按「承批人」要求收回「地段外部分」或其任何部分的管有權，但「政府」可按其視為恰當收回有關土地。茲現協議及聲明，「地段外部分」或其任何部分的管有權將被視作已於「署長」向「承批人」發出一封或多封函件所載的一個或多個日期交還「政府」。
- (i) 如該地段或其任何部分進行重建，以致需要拆卸「行人天橋部分」或其任何部分，「承批人」必須在「署長」指定的期限內自費以「署長」滿意的方式，按「署長」批准或指定的位置、方式、物料、尺寸、標準、樓層、走線及設計，另行興建及建成新的有蓋行人天橋或其任何部分連同相關的承托件、斜路、相關樓梯及梯台、自動扶梯、電梯及其他附屬構築物以作替代。「署長」批准興建新的有蓋行人天橋或其任何部分時，可按其視為恰當制訂條款與條件(包括繳付費用)，「承批人」須相應遵守有關條款與條件。遵從「署長」制訂的此等條款與條件，除非「署長」另行決定，否則此等「批地條款」關乎「行人天橋部分」的規定將適用於新建有蓋行人天橋或其任何部分連同相關的承托件、斜路、相關樓梯及梯台、自動扶梯、電梯及其他附屬構築物。
- (j) 如「承批人」不履行本特別條款(a)、(b)、(g)及(i)款所訂的「承批人」責任，「政府」可執行必要的建造、維修或更換工程，費用由「承批人」承擔。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。
- (k) 「政府」、「署長」及其人員、承建商及代理和「署長」授權的任何人等均獲得授權，可於本文協定批授的整個年期內，隨時不論攜帶工具、設備、機器或駕車與否，通行、進出及往返該地段或其任何部分及該地段任何已建或擬建一座或多座建築物或其任何部分及「行人天橋部分」，以便視察、檢查和監督依照本特別條款(a)、(b)、(g)及(i)款規定執行的工程，以及執行、視察、檢查和監督依照本特別條款(j)款規定的工程，以及建造和接駁「政府行人天橋」及其後檢查、管理、維修、更改、修理、更新及更換「政府行人天橋」。
- (l) 倘因「承批人」履行本特別條款(a)、(b)、(e)、(g)及(i)款訂明的責任或因「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等行使本特別條款(c)、(d)、(j)及(k)款賦予彼等的權利而導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等概不承擔任何責任，「承批人」不可就此等損失、損害、滋擾或騷擾，向彼等任何一方索償。
- (m) 倘「承批人」、其傭工、工人及承建商因應建造、更改、管理、維修、更換「行人天橋部分」或執行其他相關工程而作出或遺漏作出任何事項，以致引起或導致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害賠償、收費和訴求，「承批人」須向「政府」、「署長」及其人員、承建商、代理及其授權的任何人等作出賠償並確保彼等負責。
- (n) 於本特別條款(a)、(b)、(e)、(g)、(h)、(i)、(j)及(m)款，「承批人」一詞並不包括向其承讓該地段住宅部分及「電力分站」的受讓人和本文特別條款第(33)(a)條所載的「財政司司長法團」。於此等「批地條款」，「署長」就何謂該地段的住宅部分所作的決定將作終論並對「承批人」約束。』
21. 「批地文件」特別條款第(22)條訂明：
- 『為免疑問，「行人天橋部分」的面積無須納入計算本文特別條款第(13)(c)條訂明的總樓面面積。』
22. 「粉紅色加藍色斜線範圍」之平整工程
- 「批地文件」特別條款第(23)條訂明：
- 『(a) 除非事前獲「署長」書面同意(「署長」給予同意時有酌情全權制訂其視為恰當的條款與條件或拒絕同意)，否則不得在本文所夾附「圖則I」以粉紅色間藍斜線顯示的該地段部分(以下簡稱「粉紅色間加藍色斜線範圍」)之上、之下、之內或跨越該處興建、建造或放置任何建築物、構築物或其承托件(依照本特別條款(b)款提供或建造的構築物、「地段內部分」及本文特別條款第(25)條所載的「隔音屏障」除外)。
- (b) 「承批人」應：
- (i) 在2021年12月31日(或「署長」批准的其他日期)或之前，自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、走線和設計進行下列工程，以全面令

「署長」滿意：

- (I) 鋪設及平整「粉紅色間加藍色斜線範圍」；及
- (II) 提供和建造「署長」全權酌情為必要的下水道、污水渠、排水渠、行人路或其他構築物(以下統稱「粉紅色間加藍色斜線範圍構築物」)；
- 以供車輛及行人往來「粉紅色間加藍色斜線範圍」；
- (ii) 在2021年12月31日(或「署長」批准的其他日期)或之前，自費以「署長」滿意的方式在「粉紅色間加藍色斜線範圍」鋪設路面、建造路緣及渠道，以及按「署長」規定為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器；及
- (iii) 自費維修「粉紅色間加藍色斜線範圍」及在該處建造、安裝和提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「粉紅色間加藍色斜線範圍」依照本特別條款(f)(i)款交回「政府」為止。
- (c) 如「承批人」不履行本特別條款(b)款所訂的「承批人」責任，「政府」可執行必要工程，費用由「承批人」承擔。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。
- (d) 倘因「承批人」履行本特別條款(b)款訂明的責任或因「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等行使本特別條款(c)款賦予彼等的權利等而導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等概不承擔任何責任，「承批人」不可就此等損失、損害、滋擾或騷擾，向彼等任何一方索償。
- (e) 在整個「粉紅色間加藍色斜線範圍」依照本特別條款(f)(i)款交還「政府」之前，「承批人」時刻均須允許「政府」、「署長」及其人員、承建商及代理和「署長」授權的任何人等，隨時不論攜帶工具、設備、機器或駕車與否，自由及不受限制地通行、進出和往返該地段及「粉紅色間加藍色斜線範圍」，以便視察、檢查及監督依照本特別條款(b)款規定執行的工程，以及執行、視察、檢查及監督依照本特別條款(c)款規定的工程，以及「署長」認為有必要在「粉紅色間加藍色斜線範圍」進行的其他工程。
- (f) (i) 「承批人」應在「署長」通知時，自費向「政府」交還及交付「粉紅色間加藍色斜線範圍」或其任何部分的空置管有權，並且連同「地段內部分」、「粉紅色間加藍色斜線範圍構築物」和「署長」全權酌情指定並列明於本特別條款(b)(iii)款的所有構築物、設施、服務設施及裝置。除事前獲「署長」依照本特別條款(a)款發出書面同意興建或建造的構築物外，所有上述地方均須以不帶任何產權負擔的形式交付「政府」，而「政府」毋須支付任何代價、款項或補償。然而，「政府」概無責任必須按「承批人」要求收回「粉紅色間加藍色斜線範圍」或其任何部分，但「政府」可按其視為恰當收回有關土地。「承批人」應就此自費訂立一份或多份土地交還契約和「署長」批准或指定格式及條文的任何其他必要文件。
- (ii) 整個「粉紅色間加藍色斜線範圍」根據本特別條款(f)(i)款交還「政府」之前，「承批人」不可轉讓、按揭、押記、批租、分租、出讓或以其他方式處置或抵押該地段或其任何部分或任何相關權益又或該地段任何已建或擬

建一座或多座建築物或其任何部分，又或就此訂立任何協議，除非及直至「承批人」已以「署長」滿意的方式自費將「粉紅色間加藍色斜線範圍」從該地段分割。然而，本(f)(ii)款的規定並不適用於遵照本文特別條款第(35)條交還「政府樓宇」及本文特別條款第(41)(d)條訂明的建築按揭。「承批人」如上所述分割「粉紅色間加藍色斜線範圍」之前，應自費向「署長」提交分割文件申請書面批核。

- (g) (i) 除供車輛行駛和公眾步行或乘坐輪椅通行或作「署長」全權酌情批准的其他用途外，「承批人」不可利用「粉紅色間加藍色斜線範圍」或其任何部分作任何其他用途。「承批人」不可在「粉紅色間加藍色斜線範圍」或其任何部分儲存貨物或停泊車輛。
- (ii) 在本特別條款(b)(i)及(b)(ii)款所載的工程以「署長」滿意的方式完竣之後和「粉紅色間加藍色斜線範圍」遵照本特別條款(f)(i)款交還「政府」之前，「承批人」無論日夜時刻均須允許所有公眾自由及免費地步行或乘坐輪椅通行及再通行、進出、往返、行經及經過「粉紅色間加藍色斜線範圍」。
- (iii) 倘因「承批人」履行本特別條款(g)(ii)款訂明的責任或因「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等行使本特別條款(e)款訂明的權利而導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等概不承擔任何責任，「承批人」不可就此等損失、損害、滋擾或騷擾，向彼等任何一方索償。
- (h) 現明確協議、聲明及訂明，儘管施予「承批人」本特別條款(g)(ii)款所載的責任，「承批人」並無意而「政府」亦無同意將「粉紅色間加藍色斜線範圍」或其任何部分劃為公眾通道。
- (i) 現明確協議及聲明，本特別條款(g)(ii)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免生疑問，「承批人」現明確放棄基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (j) 現再明確協議及聲明，本特別條款(f)(i)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物(規劃)規例》第22(2)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免生疑問，「承批人」現明確放棄基於或鑒於《建築物(規劃)規例》第22(2)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (k) 「承批人」同意及接受，倘「粉紅色間加藍色斜線範圍」或其任何部分遵照本特別條款(f)(i)款規定交還「政府」後，該地段或其任何部分發展或重建，由於該地段面積縮小等原因，「承批人」可能無法取得本文特別條款第(13)(c)條許可的最大樓面總面積。若「承批人」無法取得本文特別條款第(13)(c)條許可的最大樓面總面積，「政府」概不承擔任何責任，「承批人」不得向「政府」申索補償或退還地價等。
- (l) 如事前獲「署長」根據本特別條款(a)款給予書面同意後興建或建造任何構築物(以下簡稱「核准構築物」)，「承批人」同意：
- (i) 如非事前獲「署長」書面批准，不更改、修改或加建「核准構築物」或其任何部分(不論是否經由建築事務監督根據《建築物條例》、其任何附屬規例及相關修訂法規例的規定批核)；

- (ii) 不論「粉紅色間加藍色斜線範圍」或其任何部分根據本特別條款(f)(i)款交還「政府」之前或之後，倘「承批人」或任何人士因「核准構築物」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」毋須就此承擔責任；
  - (iii) 茲毋損「政府」擁有的任何其他權利，「署長」隨時均可按其全權酌情行使權利，向「承批人」發出不少於三(3)個曆月的書面通知，規定「承批人」拆卸和清拆「核准構築物」或其任何部分，而「承批人」必須按「署長」指示拆卸及清拆(茲現協議，如因拆卸或清拆「核准構築物」或其任何部分令「承批人」蒙受或招致任何損失或損害，「政府」毋須承擔責任，而「承批人」無權向「政府」提出任何索償或獲得任何補償)；
  - (iv) 時刻自費維修(包括所有必要的修理、清潔及「署長」指定的任何其他工程)「核准構築物」以保持其狀況良好及修繕妥當，全面令「署長」滿意，直至「核准構築物」拆卸或清拆為止；及
  - (v) 倘鑒於「核准構築物」的興建、存在、拆卸或清拆，或因「核准構築物」的狀態及情況，或因「核准構築物」修理或維修不善等原因而直接或間接導致或引起任何責任、索償、訴求、訴訟及其他法律程序，則向「政府」作出賠償並確保其免責。
- (m) 於本特別條款(b)、(c)、(f)(i)、(l)(iii)、(l)(iv)及(l)(v)款，「承批人」一詞並不包括本文特別條款第(33)(a)條所載的「財政司司長法團」。

### 23. 公眾休憩用地

「批地文件」特別條款第(24)條訂明：

- 『(a) 「承批人」應在2021年12月31日或之前(或「署長」批准的其他日期)，自費以「署長」全面滿意的方式在該地段興建、建造和提供：
- (i) 位於該地段地面而面積不少於1,715平方米的休憩用地(以下簡稱「休憩用地A」)。就此等「批地條款」而言，「署長」就何謂該地段地面所作的決定將作終論並對「承批人」約束；及
  - (ii) 高於香港主水平基準以上25米(或「署長」批准的其他水平)而面積不少於4,000平方米的休憩用地(以下簡稱「休憩用地B」)；
- 「休憩用地A」及「休憩用地B」(以下統稱「公眾休憩用地」)應按照「署長」指定的方式、物料、設備及設施以「署長」全面滿意的方式平整、保養、園景美化、種植、處理和提供，費用由「承批人」支付。
- (b) 「承批人」應在本文協定批授的整個年內自費以「署長」全面滿意的方式保養、維修、修理及管理「公眾休憩用地」和該處所有物件。
  - (c) 茲毋損本特別條款(b)款之一般規定，「承批人」應在「公眾休憩用地」竣工落成後及於本文協定批授的整個年內：
    - (i) 維持「休憩用地A」每日24小時(或「署長」批准的其他時段)開放供所有公眾免費及暢通無阻地使用及享用，以作所有合法用途；
    - (ii) 維持「休憩用地B」於早上九時至晚上十時(或「署長」批准的其他時段)開放供所有公眾免費及暢通無阻地使用及享用，以作所有合法用途；

- (iii) 允許所有公眾於本特別條款(c)(i)及(c)(ii)款分別指明的開放時間內，隨時步行或乘坐輪椅通行及再通行、進出、行經和往返「休憩用地A」及「休憩用地B」或其任何部分，從而進出本文特別條款第(26)(a)(iv)條所載的「休憩用地C」。
  - (iv) 自費以「署長」滿意的方式在顯眼地點張貼告示，向公眾說明「公眾休憩用地」開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。
- (d) 倘因「承批人」履行本特別條款(c)款訂明的責任等導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等概不承擔任何責任，「承批人」不可就此等損失、損害、滋擾或騷擾，向彼等任何一方索償。
  - (e) 現明確協議、聲明及訂明，儘管施予「承批人」本特別條款(c)款所載的責任，「承批人」並無意而「政府」亦無同意將「公眾休憩用地」劃為公眾通道。
  - (f) 現明確協議及聲明，本特別條款(c)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免生疑問，「承批人」現明確放棄基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
  - (g) 於本特別條款(a)、(b)及(c)款，「承批人」一詞並不包括向其承讓該地段住宅部分及「電力分站」的受讓人和本文特別條款第(33)(a)條所載的「財政司司長法團」。

### 24. 隔音屏障

「批地文件」特別條款第(25)條訂明：

- 『如環境保護署署長批准於該地段興建或建造任何伸展至該地段邊界以外並跨越毗鄰「政府」土地任何地段以上的一個或多個隔音屏障(以下統稱「隔音屏障」)，必須遵從以下條件：
- (a) 「承批人」應自費依照建築事務監督批核的圖則及全面遵照《建築物條例》、其任何附屬規例及相關修訂法例的規定設計、興建和建造「隔音屏障」；
  - (b) 不可在毗鄰該地段的任何「政府」土地之上、之內或之下興建「隔音屏障」的地基或承托件；
  - (c) 如非事前獲「署長」書面批准，不可在「隔音屏障」或其任何部分進行或安裝改建、加建、更換或附件工程；
  - (d) 「承批人」時刻均須自費保養、維修和修理「隔音屏障」或(如「署長」批准)其更換件，以保持其狀況良好及修繕妥當，全面令「署長」滿意。如執行本(d)款的工作需要暫時禁止車輛通行或改道，必須在施工前徵取運輸署署長以書面同意臨時交通安排；
  - (e) 「隔音屏障」除作隔音屏障外，不可作任何其他用途。如非事前獲「署長」書面同意，「承批人」不可使用或允許、准許他人使用「隔音屏障」或其任何部分陳列廣告或展示任何招牌、告示或海報；
  - (f) 如事前獲「署長」書面批准，「承批人」、其承建商、工人或「承批人」授權的任何其他人等可獲准，不論攜帶工具、設備、機器、機械或駕車與否，進入毗鄰該地段的「政府」土地，以便遵照本特別條款興建、建造、檢查、修理、維

修、清潔、更新和更換伸展至跨越「政府」土地的「隔音屏障」部分；

- (g) 倘因為或連帶「承批人」或任何其他人士因進入「政府」土地或執行本特別條款(f)款所載的工程而招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔責任，「承批人」或任何其他人士不可就此等損失、損害、滋擾或騷擾向「政府」提出索償；
- (h) 「承批人」時刻均須採取必要的預防措施，防止因為興建、建造、修理、維修、更改、使用、拆卸、清拆或更換「隔音屏障」而導致毗鄰該地段之「政府」土地及「隔音屏障」或任何進入或使用毗鄰該地段「政府」土地及「隔音屏障」的人士或車輛損壞或受損；
- (i) 「署長」可隨時全權酌情行使權利，向「承批人」發出書面通知，要求「承批人」在接獲書面通知後六(6)個曆月內毋須更換而拆卸及清拆跨越「政府」土地的「隔音屏障」部分。「承批人」接獲書面通知後，應在書面通知列明的期限內自費以「署長」全面滿意的方式拆卸及清拆上述跨越「政府」土地的「隔音屏障」部分；
- (j) 如「承批人」不履行本特別條款所訂的「承批人」責任，「署長」可執行必要的工程，費用由「承批人」承擔。「承批人」須在接獲通知時向「署長」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束；
- (k) 「承批人」應允許「政府」、「署長」及其人員、承建商及代理和「署長」授權的任何人等，隨時不論攜帶工具、設備、機器、機械或駕車與否，通行、進出及往返該地段或其任何部分和該地段任何已建或擬建一座或多座建築物，以便視察、檢查及監督依照本特別條款(a)、(d)及(i)款規定執行的工程，以及依照本特別條款(j)款規定執行任何工程或「署長」視為必要的任何其他工程；
- (l) 倘因「承批人」履行本特別條款訂明的責任或因「署長」行使本特別條款(k)款賦予的進入權，或因執行本特別條款(j)款訂明的任何工程而導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」或「署長」概不就此承擔任何責任，「承批人」不可就此等損失、損害、滋擾或騷擾向「政府」或「署長」或其授權人員索償或就此申索補償；
- (m) 倘鑒於「隔音屏障」的興建、建造、存在、修理、維修、更改、使用、拆卸、清拆或更換工程，或因執行本特別條款(j)款訂明的工程而直接或間接導致或引起任何責任、索償、費用、訴求、訴訟及其他法律程序，「承批人」須向「政府」、「署長」及其人員、承建商、代理及「署長」授權的任何人士作出賠償並確保彼等免責；及
- (n) 於本特別條款(a)、(d)、(i)、(j)及(m)款，「承批人」一詞並不包括本文特別條款第(33)(a)條所載的「財政司司長法團」。

## 25. 提供「政府樓宇」

「批地文件」特別條款第(26)條訂明：

- 『(a) 「承批人」應自費以「署長」全面滿意的方式及良好工藝，於該地段內興建、建造和提供以下樓宇：
- (i) 一個公共運輸交匯處，包括公共小巴總站、專線小巴總站和專營巴士總站(以下簡稱「公共運輸交匯處」)；
- (ii) 一個小販市場，淨作業樓面面積不少於316.6平方米(以下簡稱「小販市場」)；

(iii) 一個垃圾收集站，淨作業樓面面積不少於90平方米(以下簡稱「垃圾收集站」)；及

(iv) 該地段地面或「署長」所批准其他樓層的一幅休憩用地，面積為685平方米(或「署長」批准的其他面積)，位於本文所夾附「圖則I」以藍色邊顯示的該地段部分，或「署長」批准的該地段其他部分(以下簡稱「休憩用地C」)；

此等樓宇必須在2021年12月31日或之前(或「署長」批准的其他日期)建成並適宜佔用及運作(此等樓宇(包括固定照明裝置、通風裝置、抽氣管道及道路表面或樓面，但不包括電梯、自動扶手梯、樓梯、機器、設備及「署長」依照此等「批地條款」准許而並非該處專用的其他設施、牆、柱、樑、天花、天台樓板、行車路或樓板及任何其他結構件)，連同「署長」全權酌情指定(「署長」的決定將作終論並對「承批人」約束)供該處專用的其他地方、設施、服務設施及裝置，以下統稱「政府樓宇」)。

(b) 本特別條款(a)(i)、(a(ii))及(a(iii))款所載的「政府樓宇」須按照本文所夾附的工程規格附表(以下簡稱「工程規格附表」)及根據本文特別條款第(27)(a)條批核的圖則興建和建造。「休憩用地C」須按照根據本文特別條款第(12)條批核的園景設計總圖興建及建造。

(c) 「政府」保留權利按其全權酌情隨時更改或改動「政府樓宇」或其任何部分的用途。

(d) (i) 茲為釐定「政府樓宇」任何部分的淨作業樓面面積，除非另有說明，否則淨作業樓面面積將視作包括「工程規格附表」列明「政府樓宇」內所有房間及空間的淨樓面總面積，但不包括任何構築物、間隔、流通地方、樓梯、樓梯大堂、電梯平台、廁所設施所佔空間及電梯與空調系統等機電服務。

(ii) 在此等「批地條款」，個別房間或空間的淨樓面面積指該房間或空間圍牆或邊界範圍內的淨樓面面積，即由該處已完成修飾或概念性牆壁表面、獨立柱或牆柱之間距離所得的面積。』

根據一份日期為2018年10月2日的批准書，地政總署署長已給予以下批准：

『... 根據授予該等地段的日期為2014年12月19日的《換地條件第20238號》(「此條件」)的特別條款第(26)(a)(iv)條，批准「休憩用地C」(定義見「此條件」特別條款第(26)(a)(iv)條)於「此條件」夾附之圖則I上以藍邊顯示的位置修改為於本批准書夾附的圖則編號第KM10033上以藍邊顯示的位置，惟條件是「休憩用地C」須於該等地段的地面上提供及其面積須為「此條件」特別條款第(26)(a)(iv)條中訂明的685平方米。』

## 26. 維修「政府樓宇」

「批地文件」特別條款第(36)條訂明：

- 『(a) 茲毋損本文特別條款第(37)條之規定，「承批人」必須自費以「署長」全面滿意的方式維修「政府樓宇」及該處各屋宇裝備裝置，以保持其狀況良好，直至本文特別條款第(37)(a)條訂明的「保養期」屆滿為止。
- (b) 於「休憩用地C」根據本文特別條款第(32)條獲簽發完工證明書之後及「承批人」根據本文特別條款第(33)(a)或(35)條轉讓或交付整個「休憩用地C」的空置管有權之前(視乎情況而定)，「承批人」應：
- (i) 維持「休憩用地C」每日24小時(或「署長」批准的其他時段)開放供所有公眾人士免費及暢通無阻地使用及享

用，以作所有合法用途，並且以「署長」全面滿意的方式管理「休憩用地C」；及

- (ii) 自費以「署長」滿意的方式在顯眼地點張貼告示，向公眾說明「公眾休憩用地C」開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。

- (c) 於本特別條款，「承批人」一詞之釋義不包括其受讓人。』

## 27. 保養責任

「批地文件」特別條款第(37)條訂明：

- 『(a) 「政府樓宇」及該處各屋宇裝備裝置如有任何下列缺點、失修、不善、故障、失靈或任何其他尚未完成工程(不論乃關乎工藝、物料、設計等)，以致引起或招致任何索償、費用、訴求、收費、損害賠償、訴訟及法律程序，「承批人」須向「政府」及「財政司司長法團」作出賠償並確保彼等免責：

- (i) 在「承批人」交付「公共運輸交匯處」、「小販市場」、「垃圾收集站」及「休憩用地C」管有權當日之前已存在者；及

- (ii) 「承批人」交付「公共運輸交匯處」、「小販市場」、「垃圾收集站」及「休憩用地C」管有權當日後365日內(以下簡稱「保養期」)出現或呈現者。

- (b) 如「署長」或「財政司司長法團」要求，「承批人」必須自費於「署長」或「財政司司長法團」指定的時限內以其指定的標準和方式執行所有維修、修理、修改、重建及糾正工程和其他任何必要工程，以補救及糾正「政府樓宇」或其任何部分和該處各屋宇裝備裝置於「保養期」內出現或呈現的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。除此之外，「承批人」並須自費在「署長」或「財政司司長法團」指定的時限內以其指定的標準和方式執行所有維修、修理、修改、重建及糾正工程和其他任何必要工程，以補救及糾正「政府樓宇」或其任何部分和該處各屋宇裝備裝置於「承批人」交付管有權當日已存在的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。

- (c) 每個「保養期」即將屆滿時，「署長」或「財政司司長法團」將安排檢驗「政府樓宇」相關部分及該處各屋宇裝備裝置，以查找任何明顯的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「署長」或「財政司司長法團」各自保留權利於「保養期」屆滿後十四(14)日內向「承批人」發出「建築瑕疵細目表」，列明「政府樓宇」及該處各屋宇裝備裝置的明顯缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「承批人」須自費安排執行所有必要工程，以在「署長」或「財政司司長法團」指定的時限內，以其指定的標準和方式補救及糾正此等缺失。

- (d) 如「承批人」不執行本特別條款(b)及(c)款所訂的任何工程，「政府」或「財政司司長法團」可自行施工。「承批人」須在接獲通知後支付經「署長」核證(其決定將作終論並對「承批人」約束)為「政府」或「財政司司長法團」因此招致的所有相關費用及收費，另加相等於費用及收費總額百分之二十(20%)的行政費用。

- (e) 「承批人」須向「政府」及「財政司司長法團」發出保證書，承諾該公司無條件及不可撤回地：

- (i) 保證履行本特別條款訂明「承批人」應有的責任；及

- (ii) 向「政府」及「財政司司長法團」賠償彼等因「承批人」違反或不履行本特別條款所訂責任而招致或引起的所有損失、損害賠償、費用、收費、開支及責任。

上述保證須遵從香港法律，並採用「署長」指定或核准的格式，於本「協議」訂立後60天內提交「署長」。

- (f) 於本特別條款，「承批人」一詞之釋義不包括其受讓人。』

## 28. 維修外部飾面及牆結構等

「批地文件」特別條款第(39)條訂明：

- 『(a) 「承批人」應在本文協定批授的整個年期內，自費以「署長」全面滿意的方式維修以下項目(以下簡稱「該等物件」)：

- (i) 「政府樓宇」的外部飾面及「政府樓宇」內、四周、其上及其下所有牆、柱、樑、天花、天台樓板、行車路、樓板結構及任何其他結構件；

- (ii) 所有供「政府樓宇」及該地段其餘發展項目使用的電梯、自動扶梯和樓梯；

- (iii) 屬於「政府樓宇」及該地段其餘發展項目的系統一部分之所有屋宇裝備裝置、機器及設備(包括但不限於手提式及非手提式消防裝置與設備)；

- (iv) 「政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統；及

- (v) 所有其他供「政府樓宇」及該地段其餘發展項目使用的公共部分及設施。

- (b) 如「承批人」不維修「該等物件」而招致或引起任何責任、損害賠償、開支、索償、費用、索求、收費、訴訟及法律程序，「承批人」將向「政府」及「財政司司長法團」作出賠償並確保彼等免責。

- (c) 於本特別條款，「承批人」之釋義不包括「財政司司長法團」。

## 29. 泊車規定

「批地文件」特別條款第(46)條訂明：

- 『(a) (i) 該地段內應提供「署長」滿意的停車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於該地段任何已建或擬建一座或多座建築物的住戶及彼等各真正來賓、訪客或獲邀人士的車輛(以下簡稱「住宅停車位」)，分配比率分別根據下表所列該地段已建或擬建住宅單位的大小計算(除非「署長」同意採用與下表所示不同的其他「住宅停車位」比率或數目)。

每個住宅單位的大小	擬提供「住宅停車位」數目
少於40平方米	每17個住宅單位或不足此數一個停車位
不少於40平方米但少於70平方米	每11個住宅單位或不足此數一個停車位
不少於70平方米但少於100平方米	每4個住宅單位或不足此數一個停車位
不少於100平方米但少於160平方米	每2個住宅單位或不足此數一個停車位
不少於160平方米	每個住宅單位一個停車位

- (ii) 於本特別條款(a)(i)款而言，擬提供的「住宅停車位」總數為根據本特別條款(a)(i)款列表中每個「住宅單

位」的大小計算之「住宅停車位」總數。於此等「批地條款」，「每個住宅單位的大小」一詞按樓面總面積計算為以下(I)及(II)項之和：

(I) 每個由其住戶專用及專享的住宅單位之樓面總面積，即由該單位的圍牆或矮牆外部開始量度，除非圍牆乃分隔兩個相連單位，則由圍牆中央點開始量度，並會涵蓋該單位的間隔牆及柱，但為免生疑問，不包括並未計入本文特別條款第(13)(c)條所指定樓面總面積的該單位內部所有樓面面積；及

(II) 每個住宅單位按比例計算的「住宅公用地方」(釋義以下文所訂為準)樓面總面積，即計算各住宅單位圍牆外供現已或將會建於該地段發展項目住宅部分住戶公用與共享的住宅公用地方整體樓面總面積，但為免生疑問，不包括並未計入本文特別條款第(13)(c)條所指定樓面總面積的所有樓面面積(此等住宅公用地方以下簡稱「住宅公用地方」)，按照以下程式攤分予每個住宅單位：

$$\begin{array}{r} \text{「住宅公用地方」} \\ \text{樓面總面積} \end{array} \times \frac{\text{根據本特別條款(a)(ii)} \\ \text{(I)款計算的每個住宅} \\ \text{單位樓面總面積}}{\text{根據本特別條款(a)(ii)} \\ \text{(I)款計算的所有住宅} \\ \text{單位樓面總面積}}$$

(iii) 如該地段任何已建或擬建住宅單位大廈提供超過七十五(75)個住宅單位，應額外提供停車位以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於該地段任何已建或擬建一座或多座建築物各住戶的真正來賓、訪客或獲邀人士的車輛，分配比率為每座住宅單位大廈五(5)個停車位，又或採用「署長」批准的其他比率，但數目不可少於一(1)個停車位。

(iv) 根據本特別條款(a)(i)及(a)(iii)款提供的停車位(兩者均可根據本文特別條款第(48)條更改)，除作該款分別訂明的用途外，不可作任何其他用途，其中特別禁止在車位存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(b)(i) 除非「署長」同意採用其他分配比率，否則該地段應按下列比率設立「署長」滿意的停車位作泊車用途：

(I) 該地段任何已建或擬建作寫字樓的一座或多座建築物或建築物部分每200平方米樓面總面積或不足此數提供一個停車位；

(II) 該地段任何已建或擬建作非工業用途(不包括私人住宅、寫字樓、貨倉、酒店、加油站、「電力分站」及「政府樓宇」)的一座或多座建築物或建築物部分每300平方米樓面總面積或不足此數提供一個停車位。

(ii) 計算本特別條款(b)(i)(I)及(b)(i)(II)款指定提供的停車位數目時，不會計入任何將用作泊車及上落客貨地方的樓面面積。

(iii) 根據本特別條款(b)(i)(I)及(b)(i)(II)款提供的停車位除供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於該地段任何已建或擬建用作該等條款所訂用途的一座或多座建築物各佔用人及彼等各真正來賓、訪客或獲邀人士的車輛外，不可作任何其他用途，其中特別禁止在停車位存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(c)(i) 「承批人」應遵照建築事務監督指定或批准，從根據本特別條款(a)款(根據本文特別條款第(48)條調整)及本特別條款(b)款提供的停車位中預留及劃定多個停車位，以供《道路交通條例》、其任何附屬規例及相關修訂法例界定的傷殘人士停泊車輛(此等預留及劃定的停車位以下簡稱「傷殘人士停車位」)。依照本特別條款(a)(iii)款提供的停車位最少須預留及劃定一(1)個「傷殘人士停車位」，但「承批人」不可將根據本特別條款(a)(iii)款提供的所有停車位預留及劃定為「傷殘人士停車位」。

(ii) 「傷殘人士停車位」應設於「署長」以書面批准的位置及樓層。

(iii) 「傷殘人士停車位」除供《道路交通條例》、其任何附屬規例及相關修訂法例界定的傷殘人士停泊屬於該地段任何已建或擬建一座或多座建築物各住戶及佔用人和彼等各真正來賓、訪客或獲邀人士的車輛外，不可作任何其他用途，其中特別禁止在該處儲存、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(d)(i) 該地段內應按照以下比率或「署長」另行同意的其他比率提供「署長」滿意的停車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌的電單車：

(I) 本特別條款(a)(i)款規定提供的「住宅停車位」總額百分之十(10%)(以下簡稱「住宅電單車停車位」)；

(II) 本特別條款(b)(i)(I)款規定提供的停車位總額百分之十(10%)；及

(III) 本特別條款(b)(i)(II)款規定提供的停車位總額百分之十(10%)；

倘根據本特別條款(d)(i)款設置的停車位數額為小數位數，則四捨五入為最接近的整數。

(ii) 「住宅電單車停車位」(根據本文特別條款第(48)條更改)除供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於該地段任何已建或擬建一座或多座建築物各住戶及彼等的真正來賓、訪客或獲邀人士的電單車外，不可作任何其他用途，其中特別禁止在該處儲存、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(iii) 上述根據本特別條款(d)(i)(II)及(d)(i)(III)款提供的停車位除供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於該地段任何已建或擬建作本特別條款(b)(i)(I)及(b)(i)(II)款所訂用途的一座或多座建築物各佔用人及彼等各真正來賓、訪客或獲邀人士的電單車外，不可作任何其他用途，其中特別禁止在該處儲存、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(e)(i) 根據本特別條款(a)及(b)款提供的每個停車位(「傷殘人士停車位」除外)尺寸應為2.5米闊及5.0米長，淨空高度最少2.4米。

(ii) 每個「傷殘人士停車位」的尺寸由建築事務監督指定及批准。

(iii) 根據本特別條款(d)款提供的每個停車位尺寸應為1.0米闊及2.4米長，淨空高度最少2.4米或「署長」批准的其他最低淨空高度。』

### 30. 上落客貨規定

「批地文件」特別條款第(47)條訂明：

- 『(a) 該地段內應提供「署長」滿意的停車位作貨車上落客貨用途，除非「署長」同意採用其他比率，否則應按以下比率配置：
- (i) 該地段任何已建或擬建每座住宅單位大廈配置一(1)個停車位。客貨上落停車位應設於每座住宅單位大廈毗鄰處或住宅單位大廈內；
  - (ii) 該地段任何已建或擬建作寫字樓的一座或多座建築物或建築物部分每3,000平方米樓面總面積或不足此數配置一(1)個停車位；及
  - (iii) 該地段任何已建或擬建作非工業用途的一座或多座建築物或建築物部分(不包括私人住宅、寫字樓、貨倉、酒店、加油站、「電力分站」及「政府樓宇」)每1,200平方米樓面總面積或不足此數配置一(1)個停車位。
- (b) (i) 根據本特別條款(a) (i) 及(a) (ii) 款提供的每個停車位尺寸應為3.5米闊及11.0米長，淨空高度最少4.7米或採用「署長」批准的其他最低淨空高度。
- (ii) 根據本特別條款(a) (iii) 款提供的停車位當中，百分之六十五(65%)的停車位每個尺寸應為3.5米闊及7.0米長，淨空高度最少3.6米；其餘百分之三十五(35%)的停車位每個尺寸應為3.5米闊及11米長，淨空高度最少4.7米。「署長」可全權酌情分別將停車位數額四捨五入為整數。
- (c) 根據本特別條款(a) (i)、(a) (ii) 及(a) (iii) 款提供的停車位除供與該等條款所載一座或多座建築物相關的貨車上落客貨外，不得作任何其他用途。
- (d) 計算本特別條款(a) (ii) 及(a) (iii) 款指定提供的停車位數額時，不會計入任何將用作泊車及上落客貨地方的樓面面積。』

### 31. 轉讓「住宅停車位」及「住宅電單車停車位」的限制規定

「批地文件」特別條款第(50)條訂明：

- 『(a) 儘管此等「批地條款」均已完滿遵守和履行令「署長」滿意，「住宅停車位」及「住宅電單車停車位」仍然不可：
- (i) 轉讓，除非：
    - (I) 連同賦予專有權使用及佔用該地段任何已建或擬建一座或多座建築物內的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有權使用和佔用該地段任何已建或擬建一座或多座建築物內的住宅單位的不分割份數；或
  - (ii) 分租(租予該地段任何已建或擬建一座或多座建築物內的住宅單位的住戶除外)。

於任何情況下，該地段任何已建或擬建一座或多座建築物內的任何一個住宅單位的業主及住戶均不可承讓或承租多於三(3)個「住宅停車位」及「住宅電單車停車位」。

- (b) 儘管有本特別條款(a) 款的規定，「承批人」仍可在事前獲「署長」書面同意下以整體方式轉讓所有「住宅停車位」及「住宅電單車停車位」，但承讓方必須為「承批人」的全資附屬機構。

- (c) 本特別條款(a) 款概不適用於以整體方式轉讓、分租、按揭或押記該地段。

- (d) 本特別條款(a) 及(b) 款之規定不適用於「傷殘人士停車位」。

### 32. 削土

「批地文件」特別條款第(54)條訂明：

- 『(a) 如該地段內或任何「政府」土地現時或以往曾經配合或因應該地段或其任何部分的平整、水準測量或發展事宜進行削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，或此等「批地條款」等規定「承批人」執行的其他工程，不論事前是否獲「署長」書面同意，「承批人」亦須在當時或其後任何時間，按需要自費進行和建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水結構或輔助工程或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「承批人」應在本文協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水結構或附屬工程或其他工程，以保持其狀況良好及修繕妥當，令「署長」滿意。
- (b) 本特別條款(a) 款的規定概不妨礙「政府」根據此等「批地條款」行使權利，其中特別以本文特別條款第(53)條為要。
- (c) 無論何時，如因「承批人」進行平整、水準測量、發展或其他工程或因其他事故導致或引起該地段內的土地或任何毗連或毗鄰「政府」土地或已批租土地發生滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時就「政府」、其代理及承建商作出彼等因此造成、蒙受或招致之所有費用、收費、損害賠償、索求及索償作出賠償，並確保彼等免責。
- (d) 除享有本文訂明可就違反此等「批地條款」追討之任何其他權利或補償權外，「署長」另有權向「承批人」發出書面通知，要求「承批人」進行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水結構或輔助工程或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承批人」疏忽或不執行通知所訂明期限內以「署長」滿意的方式完成通知的指示，「署長」可即時執行及進行必要工程。「承批人」必須在接獲通知時向「政府」償還有關的費用，以及任何行政或專業收費與費用。』

### 33. 維修地錨

「批地文件」特別條款第(56)條訂明：

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

### 34. 損毀服務設施

「批地文件」特別條款第(58)條訂明：

『「承批人」時刻均須謹慎地採取所有完善及適當的工藝和預

防措施，其中尤以任何建造、維修、更新或修理工程(以下統稱「工程」)施工期間為要，藉以避免損害、滋擾或阻塞位於、貫穿、跨越、在其下或毗鄰該地段或其任何部分或「綠色範圍」或該地段或其任何部分及「綠色範圍」兩者的「政府」或其他現有排水渠、水道或渠道、總喉、道路、行人道、街道傢俬、污水管、明渠、水管、電纜、電線、公用服務設施或其他工程或裝置(以下統稱「服務設施」)。「承批人」執行任何此等工程之前，必須進行或達致進行完善的調查及查詢，以核實「服務設施」的現況及水平位置，並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以待全面審批。直至「署長」以書面批准「工程」及上述建議書為止，「承批人」不得展開任何工程。此外，「承批人」應遵從和自費履行「署長」給予上述批准時就「服務設施」制訂的規定，包括作出任何必要改道、重鋪或還原工程的費用。再者，「承批人」須自費以「署長」滿意的方式修理、修復及還原「工程」(明渠、污水管、雨水渠或總喉例外，除非「署長」另作決定，否則此等渠道應由「署長」修復，而「承批人」須在「政府」通知時支付有關的費用)導致或引起該地段或其任何部分或「綠色範圍」或該地段或其任何部分及「綠色範圍」兩者或任何「服務設施」蒙受的損害、滋擾或阻塞。如「承批人」不在該地段或其任何部分或「綠色範圍」或該地段或其任何部分及「綠色範圍」兩者或任何「服務設施」執行此等必要的改道、重鋪、修理、修復及還原工程以令「署長」滿意，「署長」可按其視為必要執行此等改道、重鋪、修理、還原或修復工程，「承批人」須在「政府」通知時支付有關的費用。』

### 35. 建造排水渠及渠道

「批地文件」特別條款第(59)條訂明：

- 『(a) 「承批人」應按「署長」視為需要，自費以「署長」滿意的方式在該地段邊界範圍內或「政府」土地上建造和維修排水渠及渠道，以截流和輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或「政府」雨水渠。倘此等暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償及需索，「承批人」必須承擔全責並向「政府」及其人員賠償。
- (b) 「署長」可執行接駁該地段任何排水渠及污水管至已鋪設及啟用之「政府」雨水渠及污水管的工程，而毋須就由此引致的任何損失或損害向「承批人」負責。「承批人」應在接獲通知時向「政府」支付此等接駁工程的費用。然而，「承批人」亦可自費以「署長」滿意的方式執行「政府」土地範圍內的上述接駁工程部分，有關工程由「承批人」自費維修。如「政府」發出通知，「承批人」應將此等工程移交「政府」，日後由「政府」自費維修。「承批人」並須在「政府」通知時支付上述接駁工程的技術審核費用。如「承批人」不按規定維修於「政府」土地範圍內建造的上述接駁工程部分，「署長」可按其視為必要執行相關的維修工程，「承批人」須在「政府」通知時支付此等工程的費用。』

### 36. 不准建造墳墓或骨灰龕

「批地文件」特別條款第(62)條訂明：

『該地段不可搭建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論屬陶泥金塔或骨灰盅等。』

註：欲悉詳情請參考「批地文件」。「批地文件」全文已備於售樓處，歡迎在營業時間免費索取閱覽，並可支付必要的影印費用獲取「批地文件」影印副本。

- 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 Green Area as referred to in Special Condition No.(5)(a)(i)(I) of the Land Grant;
  - (b) The Green Area Structures as referred to in Special Condition No.(5)(a)(i)(II) of the Land Grant;
  - (c) The Pedestrian Link as referred to in Special Condition No.(19)(a) of the Land Grant;
  - (d) The Footbridge Portion as referred to in Special Condition No.(21)(a) of the Land Grant;
  - (e) The Temporary Connection as referred to in Special Condition No.(21)(b)(i) of the Land Grant;
  - (f) The Pink Hatched Blue Area as referred to in Special Condition No.(23)(a) of the Land Grant;
  - (g) The Pink Hatched Blue Area Structures as referred to in Special Condition No.(23)(b)(i)(II) of the Land Grant;
  - (h) The Public Open Space as referred to in Special Condition No.(24)(a) of the Land Grant (including the Open Space A as referred to in Special Condition No. (24)(a)(i) of the Land Grant and the Open Space B as referred to in Special Condition No. (24)(a)(ii) of the Land Grant); and
  - (i) The Government Accommodation as referred to in Special Condition (26)(a) of the Land Grant (including the Public Transport Interchange as referred to in Special Condition No. (26)(a)(i) of the Land Grant, the Hawker Bazaar as referred to in Special Condition No. (26)(a)(ii) of the Land Grant, the Refuse Collection Point as referred to in Special Condition No. (26)(a)(iii) of the Land Grant and the Open Space C as referred to in Special Condition No. (26)(a)(iv) of the Land Grant).
2. The general public has the right to use the facilities mentioned in paragraphs 1(a), (b), (c), (d), (e), (f), (g) and (h) 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
1. Description
- (a) The Green Area;
  - (b) The Green Area Structures;
  - (c) The Pedestrian Link;
  - (d) The Pink Hatched Blue Area; and
  - (e) The Pink Hatched Blue Area Structures.
2. The general public has the right to use the facilities in accordance with the Land Grant.
3. The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development.
4. The owners of the residential properties in the Development are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.
- C. Size of 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 section 22(1) of the Building (Planning) Regulations (Cap. 123 sub. Leg. F)
- Not applicable.
- E. A plan that shows the location of those facilities and open spaces, and those parts of the land
- Please see the plans appended at the end of this section.
- F. Provisions of the Land Grant that concern those facilities and open spaces, and those parts of the land
1. Special Condition No.(5) of the Land Grant stipulates that:-
- “(a) The Grantee shall:
- (i) on or before the 31st day of December, 2021 (or such other date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve and in all respects to the satisfaction of the Director:
    - (I) lay and form that portion of future public road shown coloured green on PLAN I annexed hereto (hereinafter referred to as “the Green Area”); and
    - (II) provide and construct such bridges, tunnels, overpasses, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Green Area Structures”)

so that vehicular and pedestrian traffic may be carried on the Green Area;
  - (ii) on or before the 31st day of December 2021 (or such other date as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
  - (iii) maintain at his own expense the Green Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No. (6) hereof.
- (b) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee
- (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim 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.
- (d) For the purpose of sub-clauses (a) and (b) of this Special Condition, the expression “Grantee” shall exclude F.S.I. referred to in Special Condition No. (33)(a) hereof.”

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

“For the purpose only of carrying out the necessary works specified in Special Condition No. (5) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (5) hereof or otherwise.”

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

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

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

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

(i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (5)(a) hereof, the carrying out, inspecting, checking and supervising of the works under Special Condition No. (5)(b) hereof and any other works which the Director may consider necessary in the Green Area and for the purpose of constructing the Government Footbridge referred to in Special Condition No. (21)(c) hereof;

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

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

(b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) 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 and agents, and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.”

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

“(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings, escalators and lifts for disabled persons as the Director at his absolute discretion may require) (hereinafter collectively referred to as “the Pedestrian Link”) at such positions, in such manner, with such materials, of such dimensions and to such standards, levels, alignment and designs as shall be required or approved by the Director. The Pedestrian Link shall follow the shortest possible routes so as to link up the Footbridge Portion referred to in Special Condition No. (21)(a) hereof with Hip Wo Street, the Public Open Space referred to in Special Condition No. (24)(a) hereof and the Government Accommodation referred to in Special Condition No. (26)(a) hereof (the Public Open Space and the Government Accommodation are hereinafter collectively referred to as “the Community Facilities”).

(b) The Grantee shall throughout the term hereby agreed to be granted manage and maintain at his own expense the Pedestrian Link in good and substantial condition and repair in all respects to the satisfaction of the Director.

(c) The Grantee shall upon completion of the construction of the Pedestrian Link in accordance with sub-clause (a) of this Special Condition and thereafter throughout the term hereby agreed to be granted keep the Pedestrian Link open for the use by all members of the public for passage on foot or by wheelchair 24 hours a day (or at such other hours as may be approved by the Director) free of charge and without any interruption for gaining access from the Footbridge Portion to Hip Wo Street and the Community Facilities and vice versa through the Pedestrian Link.

(d) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director 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 (c) of this Special Condition, and no claim whatsoever shall be made against it or them in respect of any such loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Link to the public for the right of passage.

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

(g) For the purpose of sub-clauses (a), (b) and (c) of this Special Condition, the expression “Grantee” shall exclude F.S.I. referred to in Special Condition No. (33)(a) hereof.”

6. Special Condition No. (20) of the Land Grant stipulates that:-

“(a) For the avoidance of doubt, the area of the Pedestrian Link shall be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (13)(c) hereof.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Director at his sole discretion may exclude the whole or any part or parts of the area of the Pedestrian Link from the calculation of

the total gross floor area stipulated in Special Condition No. (13)(c) hereof as to which the decision of the Director shall be final and binding on the Grantee.”

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

- “(a) (i) The Grantee shall on or before the 31st day of December, 2017\* (or such other date as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director construct a portion of a single storey covered footbridge partly within the Pink Hatched Blue Area referred to in Special Condition No. (23)(a) hereof and partly outside the lot together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the said footbridge) as shall be required or approved by the Director in the position shown and marked “Proposed Footbridge” on PLAN I annexed hereto (or such other position as the Director may require or approve) (hereinafter referred to as the “Footbridge Portion” and the part of the Footbridge Portion constructed within the lot is hereinafter referred to as “the Within Lot Portion” and the part of the Footbridge Portion constructed outside the lot is hereinafter referred to as “the Outside Lot Portion”) to link up the Pedestrian Link with the Government Footbridge referred to in sub-clause (c) of this Special Condition and the footbridge connection facing Hip Wo Street constructed in all that piece or parcel of ground now known and registered in the Land Registry as New Kowloon Inland Lot No. 6499 (hereinafter referred to as “the Footbridge Connection of the Neighbouring Lot”).
- (\* : which date is extended to the 31st day of December 2021 pursuant to an approval letter dated 13th September 2019 from the District Lands Office, Kowloon East, Lands Department.)
- (ii) The Footbridge Portion shall be constructed in such manner, with such materials and to such standards, levels, alignment and designs as shall be required or approved by the Director including but not limited to the provision and construction of such supports, ramps, other associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require. The Footbridge Portion shall have a minimum clear internal width of 2.7 metres and a minimum clear internal headroom of 2.8 metres or such other dimension as may be approved by the Director.
- (b) (i) Prior to completion of the construction of the Pedestrian Link in accordance with Special Condition No. (19)(a) hereof, the Grantee shall at his own expense within such time limit as shall be specified by the Director provide a temporary connection including but not limited to the provision and construction of such staircases, landings, lightings, escalators and lifts for disabled persons as the Director at his absolute discretion may require (hereinafter referred as “the Temporary Connection”) to link up the Footbridge Portion with Hip Wo Street at such positions, in such manner, with such materials, of such dimensions and to such standards, levels, alignment and designs as shall be required or approved by the Director.
- (ii) The Grantee shall at his own expense manage, maintain and keep the Temporary Connection open for the use by all members of the public for passage on foot or wheelchair 24 hours a day (or at such other hours as may be approved by the Director) free of charge and without any interruption for gaining access from the Footbridge Portion to Hip Wo Street and vice versa through the Temporary Connection.
- (iii) Upon completion of construction of the Pedestrian Link in accordance with Special Condition No. (19)(a) hereof, the Grantee shall at his own expense demolish and remove the Temporary Connection within such time limit as shall be specified by the Director and reinstate the area upon which the Temporary Connection was constructed in all respects to the satisfaction of the Director.
- (c) Throughout the term hereby agreed to be granted, there is reserved to the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges a right of support and a right to connect a footbridge, which is to be constructed by the Government over Mut Wah Street and Hip Wo Street (hereinafter referred to as “the Government Footbridge”) to the Footbridge Portion.
- (d) Throughout the term hereby agreed to be granted, there is reserved to the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges all necessary rights of occupation of such part or parts of the lot and the Footbridge Portion as may be required by the Director for the purpose of constructing, connecting and thereafter inspecting, managing, maintaining, altering, repairing, renewing and replacing the Government Footbridge.
- (e) The Grantee shall upon completion of the construction of the Footbridge Portion in accordance with sub-clause (a) of this Special Condition and thereafter throughout the term hereby agreed to be granted keep the Footbridge Portion open for the use by all members of the public for passage on foot or wheelchair 24 hours a day (or at such other hours as may be approved by the Director) free of charge and without any interruption for gaining access from the Pedestrian Link to the Government Footbridge and the Footbridge Connection of the Neighbouring Lot and vice versa through the Footbridge Portion.
- (f) (i) The Footbridge Portion and the Temporary Connection shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve.
- (ii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge Portion and the Temporary Connection either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Grantee shall not do or permit or suffer to be done in the Footbridge Portion and the Temporary Connection anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge Portion or the Temporary Connection or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (g) Notwithstanding the surrender of the Pink Hatched Blue Area together with the Within Lot Portion provided in Special Condition No. (23)(f)(i) hereof and the delivery of the possession of the Outside Lot Portion provided in sub-clause (h)(ii) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted at his own expense manage and maintain the Footbridge Portion in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (h) (i) Possession of the Within Lot Portion or the relevant part or parts thereof shall be delivered to the Government together with the Pink Hatched Blue Area or such part or parts thereof in accordance with Special Condition No. (23)(f)(i) hereof.
- (ii) The Grantee shall when called upon by the Government deliver to the Government the possession of the Outside Lot Portion or such part or parts thereof as the Government shall specify 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 the delivery of the possession of the Outside Lot Portion or any part or parts thereof at the request of the Grantee, but may do so as and when it sees fit. It is hereby agreed and declared that the possession of the Outside Lot Portion or part or parts thereof shall be deemed to have been delivered to the Government on the date or dates to be specified in a letter or letters from the Director requiring the delivery of the same
- (i) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge Portion or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be specified by the Director, at his own expense

and to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge portion or a part or parts thereof together with such supports, ramps, associated staircases and landings, escalators, lifts and other ancillary structures as may be required or approved by the Director at such positions, in such manner, with such materials, of such dimensions and to such standards, levels, alignment, and designs as may be required or approved by the Director. In approving the new covered footbridge portion or a part or parts thereof, the Director may impose such terms and conditions (including the payment of fee) as he shall consider appropriate and the Grantee shall comply with and observe such terms and conditions. Subject to such terms and conditions as the Director may impose and unless the Director shall otherwise decide, the provisions in these Conditions relating to the Footbridge Portion shall apply to such new covered footbridge portion or such part or parts thereof together with all supports, ramps, associated staircases and landings, escalators, lifts and ancillary structures.

- (j) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a), (b), (g) and (i) of this Special Condition, the Government may carry out the necessary construction, maintenance or replacement works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
- (k) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director with or without tools, equipment, machinery or motor vehicles shall at all times throughout the term hereby agreed to be granted have the right of free ingress, egress and regress to and from the lot or any part or parts thereof erected or to be erected thereon and the Footbridge Portion for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a), (b), (g) and (i) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (j) of this Special Condition and for the purpose of constructing and connecting the Government Footbridge and thereafter inspecting, managing, maintaining, altering, repairing, renewing and replacing the Government Footbridge.
- (l) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director 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-clauses (a), (b), (e), (g) and (i) of this Special Condition or the exercise by it or them of the rights conferred under sub-clauses (c), (d), (j) and (k) of this Special Condition, and no claim whatsoever shall be made against it or them in respect of any such loss, damage, nuisance or disturbance.
- (m) The Grantee shall indemnify and keep indemnified the Government, the Director and his officers, contractors and agents and any persons authorized by the Director from and against all liabilities, actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising 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 construction, alteration, management, maintenance, replacement and other works in respect of the Footbridge Portion.
- (n) For the purpose of sub-clauses (a), (b), (e), (g), (h), (i), (j) and (m) of this Special Condition, the expression "Grantee" shall exclude his assigns of the residential portions of the lot and the Electricity Sub-station and F.S.I. referred to in Special Condition No. (33)(a) hereof. For the purpose of these Conditions, the decision of the Director as to what constitutes the residential portion or portions of the lot shall be final and binding on the Grantee."

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

"For the avoidance of doubt, the Footbridge Portion shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (13)(c) hereof."

9. Special Condition No.(23) 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 building or structure or support for any building or structure (other than the structure or structures provided or constructed in accordance with sub-clause (b) of this Special Condition, the Within Lot Portion and the Noise Barrier referred to in Special Condition No. (25) hereof) 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 PLAN I annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").

(b) The Grantee shall:

- (i) on or before the 31st day of December, 2021 (or such other date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve and in all respects to the satisfaction of the Director:

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

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

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

- (ii) on or before the 31st day of December, 2021 (or such other date as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and

- (iii) maintain at his own expense the Pink Hatched Blue Area together with the Pink Hatched Blue Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (f)(i) 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 on the Grantee.

- (d) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director 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 and his officers, contractors and agents and any persons authorized by the Director under sub-clause (c) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors and agents and any persons authorized by the Director in respect of any such loss, damage, nuisance or disturbance.

- (e) The Grantee shall at all times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f)(i) of this Special Condition permit the

Government, the Director and his officers, contractors and agents and any persons authorized by the Director, 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 and the Pink Hatched Blue Area 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 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.

- (f) (i) 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 Within Lot Portion, the Pink Hatched Blue Area Structures and all structures, facilities, services and installations as referred to in sub-clause (b)(iii) of this Special Condition as the Director shall at his sole discretion specify to the Government save and except any structure or structures erected or constructed with the prior written consent of the Director given under sub-clause (a) of this Special Condition but otherwise free from all incumbrances 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.
- (ii) 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 erected or to be erected on the lot or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Area to the Government pursuant to sub-clause (f)(i) of this Special Condition 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 (f)(ii) shall not apply to the delivery of possession of the Government Accommodation in accordance with Special Condition No. (35) hereof and a building mortgage as provided in Special Condition No. (41)(d) hereof. Prior to the said carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (g) (i) The Grantee shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than vehicular traffic and 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.
- (ii) The Grantee shall, after the works referred to in sub-clauses (b)(i) and (b)(ii) 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)(i) 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.
- (iii) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director 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 (g)(ii) of this Special Condition or the exercise by it or them of the rights under sub-clause (e) of this Special Condition, and no claim whatsoever shall be made against it or them in respect of any such loss, damage, nuisance or disturbance.
- (h) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (g)(ii) 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.
- (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (g)(ii) 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, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (j) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f)(i) 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, 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 or substitution therefor.
- (k) 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)(i) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (13)(c) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition No. (13)(c) hereof cannot be attained.
- (l) Where structure or structures has or have been erected or constructed with the prior written consent of the Director given under sub-clause (a) of this Special Condition (hereinafter referred to as the "Approved Structures"), the Grantee agrees:
- (i) that no alteration or amendment or addition whatsoever (whether or not it has been approved by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be made to the Approved Structures or any part or parts thereof except with the prior written approval of the Director;
- (ii) that 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 person by reason of the Approved Structures whether before or after the surrender of the Pink Hatched Blue Area or any part or parts thereof to the Government pursuant to sub-clause (f)(i) of this Special Condition;
- (iii) that without prejudice to any other rights of the Government, at any time and at his absolute discretion, the Director shall have the right to serve upon the Grantee a written notice of not less than three calendar months requiring the Grantee to demolish and remove, and the Grantee shall demolish and remove, the Approved Structures or any part thereof as the Director may specify (it is hereby agreed that the Government shall not be responsible for any loss or damage

caused to or suffered by the Grantee arising out of the demolition or removal of the Approved Structures or any part thereof, and the Grantee shall not be entitled to any claim whatsoever against the Government or any compensation whatsoever);

- (iv) to maintain (including all necessary repairs, cleaning and any other works as may be required by the Director) at all times at his own expense the Approved Structures in good and substantial repair and condition in all respects to the satisfaction of the Director until the demolition or removal of the Approved Structures; and
- (v) to indemnify and shall keep indemnified the Government from and against all liabilities, claims, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, presence, removal or demolition of the Approved Structures or the state and condition of the Approved Structures or the lack of repair or maintenance of the Approved Structures or otherwise in respect of the Approved Structures

(m) For the purpose of sub-clauses (b), (c), (f)(i), (1)(iii), (1)(iv) and (1)(v) this Special Condition, the expression “Grantee” shall exclude F.S.I. referred to in Special Condition No. (33)(a) hereof.”

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

“(a) The Grantee shall on or before the 31st day of December, 2021 (or such other date as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot:

- (i) an open space of not less than 1,715 square metres at the ground level of the lot (hereinafter referred to as “the Open Space A”) and for the purpose of these Conditions, the decision of the Director as to what constitutes the ground level of the lot shall be final and binding on the Grantee; and
- (ii) an open space of not less than 4,000 square metres at the level of 25 metres above the Hong Kong Principal Datum (or such other level as may be approved by the Director) (hereinafter referred to as “the Open Space B”).’

The Open Space A and the Open Space B (hereinafter collectively referred to as “the Public Open Space”) shall be formed, serviced, landscaped, planted, treated and provided in such manner, with such materials and with such equipment and facilities at the expense of the Grantee as the Director may require and in all respects to his satisfaction.

- (b) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Public Open Space together with everything thereon in all respects to the satisfaction of the Director.
- (c) Without prejudice to the generality of sub-clause (b) of this Special Condition, the Grantee shall upon completion of construction of the Public Open Space and throughout the term hereby agreed to be granted:
  - (i) keep the Open Space A open for the use and enjoyment by all members of the public 24 hours a day (or at such other hours as may be approved by the Director) for all lawful purposes free of charge and without any interruption;
  - (ii) keep the Open Space B open for the use and enjoyment by all members of the public for all lawful purposes at all times from 9:00 a.m. to 10:00 p.m. (or at such other hours as may be approved by the Director) free of charge and without any interruption;
  - (iii) permit all members of the public to pass and repass on foot or by wheelchair along, to, from, by, through and over the Open

Space A and the Open Space B or any part thereof at all times during the opening hours respectively specified in sub-clauses (c)(i) and (c)(ii) of this Special Condition for the purpose of gaining access to the Open Space C referred to in Special Condition No. (26)(a)(iv) hereof; and

- (iv) at his own expense and to the satisfaction of the Director display notices in prominent locations informing the public that the Public Open Space is open to all members of the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.

(d) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director 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 (c) of this Special Condition, and no claim whatsoever shall be made against it or them in respect of any such loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Open Space to the public for use.

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

(g) For the purpose of sub-clauses (a), (b) and (c) of this Special Condition, the expression “Grantee” shall exclude his assigns of the residential portions of the lot and the Electricity Sub-station and F.S.I. referred to in Special Condition No. (33)(a) hereof.”

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

“(a)The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner the following accommodations:

- (i) one public transport interchange comprising a public light bus terminus, a green minibus terminus and a franchised bus terminus (hereinafter referred to as “the Public Transport Interchange”);
- (ii) one hawker bazaar with a net operational floor area of not less than 316.6 square metres (hereinafter referred to as “the Hawker Bazaar”);
- (iii) one refuse collection point with a net operational floor area of not less than 90 square metres (hereinafter referred to as “the Refuse Collection Point”); and
- (iv) an open space of an area of 685 square metres (or such other area as may be approved by the Director) at the ground level of the lot or such level to be approved by the Director within that portion of the lot shown edged blue on PLAN I annexed hereto or such other portion of the lot as may be approved by the Director (hereinafter referred to as “the Open Space C”);

all to be completed and made fit for occupation and operation on or before the 31st day of December, 2021 (or such other date

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

- (b) The Government Accommodation referred to in sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition shall be erected and constructed in accordance with the Technical Schedules annexed hereto (hereinafter referred to as “the Technical Schedules”) and the plans approved under Special Condition No. (27)(a) hereof. The Open Space C shall be erected and constructed in accordance with the landscape master plan approved under Special Condition No. (12) hereof.
- (c) The Government hereby reserves the right to alter or vary at its absolute discretion at any time the use of the Government Accommodation or any part thereof.
- (d) (i) For the purpose of determining the net operational floor area of any part of the Government Accommodation, the net operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and spaces within such part of the Government Accommodation as detailed in the Technical Schedules excluding any structures, partitions, circulation areas, staircases, staircase halls, lift landings, space occupied by toilet facilities, mechanical and electrical services such as lifts and air-conditioning systems.
- (ii) For the purpose of these Conditions, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within that room or space.”

According to an Approval Letter dated 2 October 2018, the Director of Lands has given the following approval :-

“... under Special Condition No. (26)(a)(iv) of the Conditions of Exchange No. 20238 dated 19 December 2014 (the “Conditions”) under which the above lots are held, to revise the location of the Open Space C as defined in Special Condition No. (26)(a)(iv) of the Conditions as shown edged blue on PLAN I to the Conditions to the location as shown edged blue on PLAN No. KM10033 annexed hereto, subject to the condition that the Open Space C shall be provided at the ground level of the subject lots with an area of 685 square metres as stipulated under Special Condition No. (26)(a)(iv) of the Conditions.”

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

- “(a)(i) The Grantee shall submit or cause to be submitted to the Director for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the Government Accommodation and any other details as the Director may require.
- (ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.
- (iii) The plans of the Government Accommodation approved under this sub-clause (a) shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.

- (b) No building works (other than the demolition and removal of the Existing Buildings and Structures, the removal, relaying and diversion of the Existing Utilities, and site formation works) shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition.”

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

- “(a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedules as the Director shall at his absolute discretion deem fit.
- (b) No amendment, variation, alteration, modification or substitution to the Technical Schedules shall be made by the Grantee except with the prior written approval of the Director.
- (c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Grantee as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedules and form part thereof.”

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

- “(a) The Director shall have the right in his absolute discretion to nominate officers of Government departments (hereinafter referred to as “the Officers”) who shall generally oversee the design, construction, provision and completion of the Government Accommodation and shall monitor the construction, provision and completion (hereinafter collectively referred to as “the Construction Works”) of the Government Accommodation in order to ensure that the Construction Works of the Government Accommodation are carried out in accordance with these Conditions.
- (b) The Grantee shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the Government Accommodation or any part thereof or the Construction Works of the Government Accommodation or any part thereof forthwith upon the same becoming known to the Grantee, his servants, agents, contractors and workmen and shall make available all drawings, site records, notices, letters, certificates, approvals and information and render all necessary assistance and co-operation to the Officers when required by the Officers.
- (c) The Grantee shall keep the Director and the Officers advised from time to time as to when he shall be in a position to apply for the relevant Occupation Permit or Temporary Occupation Permit from the Building Authority in respect of the Government Accommodation or any part thereof.
- (d) The Government and the Director accept no responsibility or liability for any costs, claims, demands, charges, damages, actions or proceedings of whatsoever nature arising out of or in connection with the exercise by the Officers of the authority conferred under sub-clause (a) of this Special Condition.
- (e) The Grantee shall indemnify and keep indemnified the Government and the Director from and against all liabilities, costs, claims, demands, charges, damages, actions and proceedings of whatsoever nature arising out of or in connection with the Construction Works of the Government Accommodation or any part thereof.”

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

- “(a) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, the Grantee shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty:-

- (i) if the Grantee shall fail to complete and make fit for occupation and operation to the satisfaction of the Director the Hawker Bazaar by the date specified in Special Condition No. (26)(a) hereof, a sum calculated at the rate of HK\$11,490 per day from the date immediately following the date specified in Special Condition No. (26)(a) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (32) hereof; and
- (ii) if the Grantee shall fail to complete and make fit for occupation and operation to the satisfaction of the Director the Refuse Collection Point by the date specified in Special Condition No. (26)(a) hereof, a sum calculated at the rate of HK\$2,928 per day from the date immediately following the date specified in Special Condition No. (26)(a) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (32) hereof

- (b) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said sum of liquidated damages shall not discharge the Grantee from any of his obligations remaining to be observed and performed.”

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

- “(a) Within 14 days after completion of the Government Accommodation or such part thereof, the Grantee shall deliver to the Director a certificate by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) employed by the Grantee for the development of the lot that the Government Accommodation or such part thereof has been completed in accordance with these Conditions.
- (b) Where in the opinion of the Director (whose decision in this respect shall be final and binding on the Grantee) the Government Accommodation has been completed and made fit for occupation and operation to his satisfaction, the Director shall issue to the Grantee a certificate of completion to that effect Provided that the Director may in his absolute discretion issue a certificate of completion in respect of a part of the Government Accommodation which the Director considers to have been completed and made fit for occupation and operation to his satisfaction.
- (c) Notwithstanding the issue of any certificate of completion by the Director, the Grantee shall not be absolved from any of his liabilities under Special Condition Nos. (30)(e) and (37) hereof nor any other obligations remaining to be observed and performed by him under these Conditions.”

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

- “(a) The Grantee shall when called upon so to do by the Director at any time or times assign to The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “F.S.I.” which expression shall if the context permits include its successors and assigns), with vacant possession, free from incumbrances, at the expense of the Grantee, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation or any part or parts thereof as the Director may specify and in respect of which a certificate of completion shall have been issued under Special Condition No. (32) hereof together with such right of way, rights, privileges and easements as the Director may require. The Grantee shall complete the relevant assignment or assignments within such time or times as may be specified in writing by the Director. For the avoidance of doubt, the Director has the absolute discretion as to when to call for the assignment of the Government Accommodation or any part or parts thereof and may do so at any time or times and from time to time during the term hereby agreed to be granted until the whole of the Government Accommodation shall have been assigned to F.S.I. pursuant to this Special Condition.

- (b) The number of undivided shares in the whole of the lot to be assigned to F.S.I. in accordance with sub-clause (a) of this Special Condition shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation or the relevant part thereof as the case may be shall bear to the gross floor area of all the buildings erected or to be erected within the lot. The determination of the Director in this respect shall be final and binding upon the Grantee.
- (c) When called upon to do so by the Director (irrespective of whether the Grantee shall have been called upon to assign under sub-clause (a) of this Special Condition) the Grantee shall submit, or cause to be submitted to the Director for his approval in writing an assignment or assignments in respect of the Government Accommodation or such part thereof as may be required by the Director, which assignment or assignments shall be in such form and shall contain such provisions as shall be required or approved by the Director.
- (d) On completion of the assignment or assignments of the Government Accommodation or any part thereof the Grantee shall deliver to F.S.I. at the expense of the Grantee one set of the original or certified copies of deeds and documents of title relating to the lot and the Memorial of the assignment in respect of the Government Accommodation or such part thereof duly completed and verified by the certificate of the solicitor for the Grantee. All Land Registry fees payable on registration of the assignment or assignments shall be borne by the Grantee solely.”

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

- “The Government Accommodation shall be assigned by the Grantee to F.S.I. in accordance with Special Condition No. (33) hereof free of any cost, consideration or payment of any nature whatsoever.”

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

- “The Director shall have the right to demand at any time or times before the assignment of the Government Accommodation pursuant to Special Condition No. (33) hereof, delivery of vacant possession of the Government Accommodation or such part thereof as required by the Director in respect of which a certificate of completion shall have been issued under Special Condition No. (32) hereof and the Grantee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation upon such terms and conditions as the Director may consider appropriate together with such right of way, rights, privileges and easements as the Director may require.”

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

- “(a) Without prejudice to the provisions of Special Condition No. (37) hereof, the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (37) (a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
- (b) After the issue of the certificate of completion in respect of the Open Space C under Special Condition No. (32) hereof and prior to the assignment or delivery of vacant possession of the whole of the Open Space C pursuant to Special Condition Nos. (33)(a) or (35) hereof (as the case may be), the Grantee shall:
  - (i) keep the Open Space C open for the use and enjoyment by all members of the public 24 hours a day (or such other hours as may be approved by the Director) for all lawful purposes free of charge and without any interruption and manage the same in all respects to the satisfaction of the Director; and
  - (ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Open Space C is open to all members of the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.

- (c) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

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

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

- (i) which may exist at the respective dates of delivery of possession by the Grantee of the Public Transport Interchange, the Hawker Bazaar, the Refuse Collection Point and the Open Space C; and
- (ii) which shall occur or become apparent within a period of 365 days after the respective dates of delivery of possession by the Grantee of the Public Transport Interchange, the Hawker Bazaar, the Refuse Collection Point and the Open Space C (hereinafter referred to as “Defects Liability Period”).

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

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

(d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. and all costs and charges incurred in connection therewith by the Government or F.S.I. as certified by the Director (whose decision shall be final and binding on the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee.

(e) The Grantee shall give and execute in favour of the Government and F.S.I. a written guarantee to unconditionally and irrevocably:

- (i) guarantee the performance of obligations of the Grantee under this Special Condition; and

- (ii) indemnify the Government and F.S.I. against all losses, damages, costs, charges, expenses and liabilities which may be incurred by the Government or F.S.I. by reason of or arising out of any breach or non-performance of any of the obligations of the Grantee under this Special Condition.

The guarantee shall be subject to the laws of Hong Kong in a form as the Director may require or approve and shall be delivered to him within 60 days from the date of this Agreement.

- (f) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

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

“The Grantee shall, at his own expense and as soon as practicable but no later than 8 weeks from the respective dates of delivery of possession by the Grantee of the Government Accommodation or such part thereof, provide to the Director all documents, drawings and materials relating thereto in accordance with the requirement of the Technical Schedules.”

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

“(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as “the Items”):

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

(b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.

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

G. Provisions of the deed of mutual covenant that concern those facilities and open spaces, and those parts of the land

1. Clause 1.1 of the Deed of Mutual Covenant and Management Agreement (“DMC”) stipulates that:-

“In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:-

“Footbridge Portion”

means the single storey covered footbridge as referred to in Special

Condition No.(21)(a)(i) of the Government Grant, which for the purposes of identification only is marked “FOOTBRIDGE PORTION” on plans nos. DMC-007 and DMC-008 certified as to their accuracy by the Authorized Person and annexed hereto;

“Government Accommodation”

means collectively “the Public Transport Interchange”, “the Hawker Bazaar”, “the Refuse Collection Point” and “the Open Space C” as referred to and defined in Special Condition (26) of the Government Grant and including lighting fixtures, ventilation plant, extract ductworks and road or floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director of Lands in accordance with the Government Grant, walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine, which for the purposes of identification only are shown coloured Pink Cross Hatched Black, Pink Stippled Black, Pink Triangular Hatched Black and Pink Honey Hatched Black Edged Broken Red Lines on the plans nos. DMC-001 to DMC-007 and DMC-031 certified as to their accuracy by the Authorized Person and annexed hereto;

“Green Area”

means “the Green Area” as referred to in Special Condition No.(5)(a)(i)(I) of the Government Grant and shown coloured Green on the plan marked “PLAN I” annexed to the Government Grant;

“Green Area Structures”

means the bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands in his sole discretion may require referred to and defined as “the Green Area Structures” under Special Condition No.(5)(a)(i)(II) of the Government Grant;

“Hawker Bazaar”

means the hawker bazaar referred to and defined as “the Hawker Bazaar” under Special Condition No.(26)(a)(ii) of the Government Grant, which for the purposes of identification only is shown coloured Pink Stippled Black on the plans nos. DMC-002, DMC-004, DMC-005, DMC-006 and DMC-031 certified as to its accuracy by the Authorized Person and annexed hereto;

“Items”

means “the Items” as referred to and defined in Special Condition No.(39)(a) of the Government Grant, namely:-

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

“Loading and Unloading Space for Hawker Bazaar”

means the space for the loading and unloading of goods vehicles in connection with the Hawker Bazaar and the Commercial Accommodation and for the purposes of identification only is shown coloured Orange Cross Hatched Red and marked “For Hawker

Bazaar” on the plan no. DMC-001 certified as to its accuracy by the Authorized Person annexed hereto;

“Open Space A”

means the open space referred to and defined as “the Open Space A” under Special Condition No.(24)(a)(i) of the Government Grant which for the purposes of identification only is shown coloured Orange Honey Hatched Black Edged Broken Red Lines on plans nos. DMC-003 to DMC-005 certified as to their accuracy by the Authorized Person and annexed hereto and forms part of the Commercial Accommodation;

“Open Space B”

means the open space referred to and defined as “the Open Space B” under Special Condition No.(24)(a)(ii) of the Government Grant which for the purposes of identification only is shown coloured Orange Hatched Black Edged Broken Red Lines on the plan no. DMC-007 certified as to its accuracy by the Authorized Person and annexed hereto and forms part of the Commercial Accommodation;

“Open Space C”

means the open space referred to and defined as “the Open Space C” under Special Condition No.(26)(a)(iv) of the Government Grant which for the purposes of identification only is shown coloured Pink Honey Hatched Black Edged Broken Red Lines on the plan no. DMC-003 certified as to its accuracy by the Authorized Person and annexed hereto and forms part of the Government Accommodation;

“Pedestrian Link”

means the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators and lifts for disabled persons) referred to and defined as “the Pedestrian Link” under Special Condition No.(19)(a) of the Government Grant, for the purposes of identification only are shown coloured Indigo Triangular Hatched Black and Orange Triangular Hatched Black on the plans nos. DMC-002 to DMC-007 certified as to their accuracy by the Authorized Person and annexed hereto;

“Pink Hatched Blue Area”

means “the Pink Hatched Blue Area” as referred to in Special Condition No.(23)(a) of the Government Grant and shown coloured Pink Hatched Blue on the plan annexed to the Government Grant;

“Pink Hatched Blue Area Structures”

means collectively:-

- (a) the culverts, sewers, drains, pavements or such other structures as the Director of Lands in his sole discretion may require referred to and defined as “the Pink Hatched Blue Area Structures” under Special Condition No.(23)(b)(i)(II) of the Government Grant; and
- (b) any structure or structures that has or have been erected or constructed with the prior written consent of the Director of Lands under Special Condition No.(23)(a) of the Government Grant and defined as the “Approved Structures” under Special Condition No.(23)(l) of the Government Grant;

“Public Transport Interchange”

means the public transport interchange referred to and defined as “the Public Transport Interchange” under Special Condition No.(26)(a)(i) of the Government Grant comprising a public light bus terminus, a green minibus terminus and a franchised bus terminus which for the purposes of identification only is shown coloured Pink Cross Hatched Black on the plans nos. DMC-003 to DMC-007 certified as to their accuracy by the Authorized Person and annexed hereto; and

“Refuse Collection Point”

means the refuse collection point referred to and defined as “the Refuse Collection Point” under Special Condition No.(26)(a)(iii) of the Government Grant which for the purposes of identification only is shown coloured Pink Triangular Hatched Black on the plans nos. DMC-001, DMC-002, DMC-003, DMC-004 and DMC-005 and DMC-031 certified as to their accuracy by the Authorized Person and annexed hereto;”

2. Clause 2.7(h) of the DMC stipulates that:-

“(h)The Owner of the Hawker Bazaar, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Development Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Loading and Unloading Space for Hawker Bazaar.”

3. Clause 2.8(c) of the DMC stipulates that:-

“(c)The Owner of the Commercial Portion shall :-

- (i) at his own costs and expenses provide central air-conditioning service free of charge to the Hawker Bazaar to the satisfaction of the Owner of the Hawker Bazaar during the normal and reasonable business hours of the Hawker Bazaar as may be advised in writing by the Owner of the Hawker Bazaar from time to time; and
- (ii) ensure that sufficient fresh air with adequate exhausts are well provided without interruption at all times during the said business hours of Hawker Bazaar;
- (iii) on demand provide the Owner of the Hawker Bazaar free of costs with 5 sets of the as-built or as-modified (as applicable) drawings of the central air-conditioning system supplying the central air-conditioning service to the Hawker Bazaar (collectively the “HB Central A/C System”);
- (iv) maintain and repair the HB Central A/C System at his own costs and expenses and in all respects to the satisfaction of the Owner of the Hawker Bazaar. In the event that the Owner of the Commercial Portion fails to do so, the Owner of the Hawker Bazaar shall have the right at all reasonable times with or without engineers, surveyors, contractors, workmen and others and with or without plant, equipment, material and machinery to carry out and complete the repair or maintenance works (including but not limited to inspection, checking, installation, repair, maintenance and replacement) of the HB Central A/C System and the Owner of the Commercial Portion shall be responsible and shall pay and/or reimburse the Owner of the Hawker Bazaar for all reasonable actual costs and expenses incurred or to be incurred by the Owner of the Hawker Bazaar from time to time to make good such failure to maintain or repair;
- (v) at his own expense maintain an insurance policy with the interest of the Owner of the Hawker Bazaar noted on the insurance policy against all losses or damages or destruction of the HB Central A/C System by fire, earthquake, force majeure, act of God or any other calamity to the full replacement value or reinstatement cost from time to time including architects’, surveyors’, engineers’, and any other professional fees, including demolition charges (if any) with full provision for estimated inflation; and claims arising out of the liability referred to in paragraph (vi) below;
- (vi) be responsible for all expense, liability, loss, claim, demand, actions or proceedings against the Owner of the Hawker Bazaar, his officers and workmen whatsoever arising out of or in connection with the following:-
  - (A) personal injury to or the death of any person whomsoever arising out of or in the course of or caused by anything done or omitted to be done by the Owner of the Commercial Portion, his servants, workmen and contractors in connection with the Reinstatement Works (as defined in proviso (7) below) or the daily operation or the maintenance of the HB Central A/C system; and
  - (B) any injury or damage whatsoever to any property in so far as such injury or damage arises out of the course of or by reason of anything done or omitted to be done by the Owner of the Commercial Portion, his

servants, workmen and contractors in connection with the Reinstatement Works or the daily operation or the maintenance of the HB A/C Central System,

PROVIDED THAT:-

- (1) subject to proviso (2) below, the Owner of the Commercial Portion may on giving reasonable prior notice in writing to the Owner of the Hawker Bazaar (such notice not to be required in case of emergency or breakdown) suspend the central air-conditioning service for the purpose of servicing, maintaining, repairing, renewing, improving or replacing the HB Central A/C System and any of them;
- (2) when typhoon signal No. 8 is hoisted and the Owner of the Commercial Portion suspends the central air-conditioning service to the portion of the Commercial Portion right above the Hawker Bazaar for safety purposes, the Owner of the Commercial Portion may also at his sole discretion suspend the central air-conditioning service to the Hawker Bazaar for safety purposes;
- (3) the Owner of the Commercial Portion shall not be liable to pay compensation to the Owner of the Hawker Bazaar in respect of any period during which the proper operation of the HB Central A/C System shall be interrupted as a result of the suspension pursuant to provisos (1) and (2) above, however, the Owner of the Commercial Portion shall ensure that sufficient fresh air with adequate exhausts are well provided without interruption at all times during the said business hours of the Hawker Bazaar;
- (4) the Owner of the Commercial Portion (including his servant and agents) shall not in any circumstances be liable to the Owner of the Hawker Bazaar in respect of any loss of profit or of business caused to or suffered or sustained by the Owner of the Hawker Bazaar or any other person caused by or through or in any way owing to or arising out of or connected with any defect in or suspension of the central air-conditioning service or breakdown of the HB Central A/C System not caused by fault or negligence on the part of the Owner of the Commercial Portion PROVIDED THAT the Owner of the Commercial Portion ensures that sufficient fresh air with adequate exhausts are well provided without interruption at all times during the said business hours of the Hawker Bazaar;
- (5) the Owner of the Commercial Portion shall have the right with or without workmen plant equipment and materials upon prior approval from the Owner of the Hawker Bazaar (except in the case of emergency) to enter upon the Hawker Bazaar for the purpose of carrying out any works (including but not limited to installation, repair, maintenance, replacement, improvement, regular inspection and checking) relating to the HB Central A/C System and shall be liable for all costs and expenses incurred for any damage caused to the Hawker Bazaar;
- (6) FSI, Food and Environmental Hygiene Department and the Owner of the Hawker Bazaar shall not be responsible and liable for any compensation of damages caused by the HB Central A/C System and/or its related appliance and equipment;
- (7) The Owner of the Hawker Bazaar shall have the right to demand at any time the Owner of the Commercial Portion to construct, provide, convert, restore and reinstate the HB Central A/C System to the state and condition as stipulated in the original Technical Schedule annexed to the Government Grant (the “Reinstatement Works”) and the Owner of the Commercial Portion shall at his own costs and expenses carry out and complete the Reinstatement Works to the satisfaction of the Owner of the Hawker Bazaar within such reasonable period as may be specified by the Owner of the Hawker Bazaar or such longer period as may be approved by the Owner of the Hawker Bazaar. Upon such demand, the obligations of the Owner of the Commercial Portion for

provision of central air-conditioning services under Clause 2.8(c) to the Hawker Bazaar shall cease and be determined immediately; and

- (8) If the Hawker Bazaar is no longer owned by FSI,
- (1) the Owner of the Commercial Portion may continue (but shall be no longer under any obligation under this Clause 2.8(c)) to provide any central air-conditioning service to the Hawker Bazaar on such terms (including payments of all setup costs, costs, expenses, capital expenditure and administrative charges, etc. by the Hawker Bazaar to the Owner of the Commercial Portion) as may be agreed between the Owner of the Commercial Portion and the Owner of the Hawker Bazaar; and
  - (2) if the Owner of the Commercial Portion elects to terminate the provision of the central air-conditioning service to the Hawker Bazaar, the Owner of the Commercial Portion shall allow the Owner of the Hawker Bazaar to install and thereafter repair, maintain, replace and remove his own central air-conditioning system at the same places and areas where the existing HB Central A/C System is installed free of charge subject to the compliance by the Owner of the Hawker Bazaar of the reasonable requirements and directions imposed by the Owner of the Commercial Portion from time to time.”

4. Clause 2.8(d) of the DMC stipulates that:-

- “(d)(i) The Owner of the Commercial Portion shall allow adequate use of the Loading and Unloading Space for Hawker Bazaar by the occupiers of the Hawker Bazaar free of charge for the loading and unloading of goods vehicles in connection with the Hawker Bazaar PROVIDED THAT the Owner of the Hawker Bazaar shall have the right to specify or decide whether the provision of use of the Loading and Unloading Space for Hawker Bazaar is adequate;
- (ii) From time to time in the event that the Owner of the Hawker Bazaar in his reasonable opinion considers that the Loading and Unloading Space for Hawker Bazaar is insufficient to meet the need of the occupiers of the Hawker Bazaar on loading and unloading of goods vehicles, the Owner of the Commercial Portion shall provide reasonable facilities to the Owner of the Hawker Bazaar for loading and unloading of goods vehicles; and
- (iii) The Owner of the Commercial Portion shall allow the use of the such necessary parts of the Commercial Portion by the occupiers of the Hawker Bazaar free of charge for delivery of goods between (1) the Hawker Bazaar and (2) the Loading and Unloading Space for Hawker Bazaar along routes as indicated by Black Dotted Lines on the plans nos. DMC-001 and DMC-002 certified as to their accuracy by the Authorized Person annexed hereto,

PROVIDED THAT in using the Loading and Unloading Space for Hawker Bazaar and the Commercial Portion the occupiers of the Hawker Bazaar shall observe and comply with the reasonable directions and regulations of the Owner of the Commercial Portion and the Car Parking Rules.”

5. Clause 2.8(f) of the DMC stipulates that:-

- “(f) The Owner of the Commercial Accommodation shall be responsible for the maintenance and management of the Footbridge Portion in accordance with Special Condition No.(21) (g) of the Government Grant and shall be responsible for the payment of the management and maintenance charges in respect of facilities or services which actually serve the Footbridge Portion.”

6. Clause 2.8(g)(i) of the DMC stipulates that:-

- “(g) (i) The Owner of the Commercial Portion shall permit the passengers of public transportation that enters the Public Transport Interchange (the “public transportation”) to temporarily use the Queuing Areas free of charge for the purposes of waiting and queuing for boarding the public transportation during the operation hours of the Public Transport Interchange on 1st Floor of the Development.”

7. Clause 2.9 of the DMC stipulates that:-

- “(a) FSI shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) but not the remainder of the Development.
- (b) Notwithstanding (a) above, upon the request of the Owner of the Government Accommodation, the Manager will undertake the maintenance of services, facilities and installations serving exclusively the Government Accommodation and will be reimbursed with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.
- (c) FSI shall have the right to alter or vary at any time the use of the Government Accommodation without having to obtain the approval or consent of the First Owner, the other Owners or the Manager.
- (d) FSI shall not be liable to contribute any Management Expenses in respect of the remainder of the Development and in particular shall not be liable for payment of any management and maintenance charges in respect of the Common Areas and Facilities and the Items.
- (e) FSI shall not be liable for any payment of Special Fund, management deposits, capital equipment fund, debris removal fee, insurance premium, interest and penalty charges on late or default in payment of management and maintenance charges or payment of a like nature.
- (f) As may be requested in writing by GPA, the Manager shall provide FSI free of charge with quarterly accounts, audited reports and budgets to justify the expenses incurred/estimated.
- (g) The said accounts, reports, budgets, notices and demands shall be sent free of charge to FSI by prepaid post or delivered by hand to GPA, Government Property Agency, 31/F, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong or such other person and address nominated by FSI in writing.
- (h) Any consent that the Owner of the Government Accommodation may be required to obtain from the Manager shall not be unreasonably withheld and shall be provided free of charge.
- (i) No Owner (including the First Owner) shall represent FSI in any dealing with the Government directly affecting the Government Accommodation.”

8. Clause 4.6(o) of the DMC stipulates that:-

- “The annual budget shall cover the Management Expenses for the Common Areas and Facilities, the Items, the Green Area, the Green Area Structures, the Pink Hatched Blue Area and the Pink Hatched Blue Area Structures including without limiting the generality of the foregoing:-

...

- (o) the cost of repairing, maintaining and managing the Items, the Green Area, the Green Area Structures, the Pink Hatched Blue Area and the Pink Hatched Blue Area Structures under this Deed and/or pursuant to the Government Grant and the cost of demolition and removal of the Pink Hatched Blue Area Structures in accordance with the Government Grant; and

...”

9. Clause 4.7 of the DMC stipulates that:-

“The annual budget shall be divided into the following parts:-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land and the Development, the Development Common Areas and Facilities, the Items, the Green Area, the Green Area Structures, the Pink Hatched Blue Area and the Pink Hatched Blue Area Structures.
- (b) The second part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities.
- (c) The third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Development Carpark Common Areas and Facilities.
- (d) The fourth part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Carpark Common Areas and Facilities.
- (e) The fifth part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Commercial Common Areas and Facilities.

PROVIDED THAT:-

- (1) in the event that a Sub-Deed is entered into in respect of any part of the Development and in the Sub-Deed any areas and facilities are designated as common areas and common facilities as a consequence of which the same thereby become part of the Common Areas and Facilities (other than the existing designated Common Areas and Facilities), a new part of the annual budget shall be established by the Manager such part to cover all estimated expenditure which in the opinion of the Manager is specifically referable to such common areas and common facilities and such expenditure shall be borne by the Owners of that part of the Development; and
- (2) Subject to the prior written approval of the Owners’ Committee (or the Owners’ Incorporation, if formed), if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of the adopted annual budget in accordance with the provisions of this Deed may lead to or result in any Owner or Owners of any part or parts of the Development unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in this Deed) think fit and to prepare new budget in the modified manner as aforementioned and the modified budget shall be binding (save for manifest error) on all Owners and provided always that the Manager’s determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners.”

10. Clause 5.2(j) of the DMC stipulates that:-

“Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power:-

...

- (j) To maintain, manage and repair the Items, the Green Area, the Green Area Structures, the Pink Hatched Blue Area and the Pink Hatched Blue Area Structures in accordance with this Deed and the Government Grant and to demolish and remove the Pink Hatched Blue Area Structures in accordance with the Government Grant.”

11. Clause 10.12 of the DMC stipulates that:-

“Notwithstanding anything herein contained and until such time as possession of the Green Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Government Grant, the Manager shall be responsible for the maintenance of the Green Area and the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with Special Condition No. (5)(a)(iii) of the Government Grant and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green Area, the Green Area Structures and other structures thereon or therein as if they were part of the Common Areas and Facilities.”

12. Clause 10.13 of the DMC stipulates that:-

“Notwithstanding anything herein contained and until such time when the whole of the Pink Hatched Blue Area shall have been surrendered to the Government in accordance with the Government Grant, the Manager shall be responsible for the management, maintenance and repair of the Pink Hatched Blue Area and the Pink Hatched Blue Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with Special Condition No.(23)(b)(iii) of the Government Grant and the Owners shall be responsible for the costs and expenses for the management maintenance and repair of the Pink Hatched Blue Area, the Pink Hatched Blue Area Structures and other structures thereon or therein as if they were part of the Common Areas and Facilities.”

13. Clause 10.14 of the DMC stipulates that:-

“(a) The Owner of the Commercial Accommodation shall at his own expense upkeep, maintain, repair and manage the Open Space A and the Open Space B together with everything thereon in all respects to the satisfaction of the Director of Lands.

(b) Without prejudice to the generality of sub-clause (a), the Owner of the Commercial Accommodation shall:-

- (i) keep the Open Space A open for the use and enjoyment by all members of the public 24 hours a day (or at such other hours as may be approved by the Director of Lands) for all lawful purposes free of charge and without any interruption;
- (ii) keep the Open Space B open for the use and enjoyment by all members of the public for all lawful purposes at all times from 9:00 a.m. to 10:00 p.m. (or at such other hours as may be approved by the Director of Lands) free of charge and without any interruption; and
- (iii) permit all members of the public to pass and repass on foot or by wheelchair along, to, from, by, through and over the Open Space A and the Open Space B or any part thereof at all times during the opening hours respectively specified in sub-clauses (b)(i) and (b)(ii) for the purpose of gaining access to the Open Space C; and

(iv) at his own expense and to the satisfaction of the Director of Lands display notices in prominent locations informing the public that the Open Space A and the Open Space B are open to all members of the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director of Lands.

(c) The Owner of the Commercial Accommodation shall be responsible for the maintenance and management of the Open Space A and Open Space B in accordance with Special Condition No.(24)(b) of the Government Grant and the payment of the management and maintenance charges in respect of facilities or service which actually serve the Open Space A and Open Space B.”

14. Clause 10.16 of the DMC stipulates that:-

“(a) The Owners (excluding FSI) shall at their own expense and in all respects to the satisfaction of the Director of Lands maintain the Items.

(b) The Items shall be managed and maintained by the Manager. The Owners (excluding FSI) shall indemnify and keep indemnified the Government and FSI against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Manager or the Owners (excluding FSI) to manage or maintain the Items.”

15. Clause 10.17 of the DMC stipulates that:-

“(a) The Owners (excluding FSI as the Owner of the Government Accommodation) shall manage and maintain at their own expenses the Pedestrian Link within the Development Common Areas and Facilities in accordance with Special Condition Nos. (19)(b) of the Government Grant PROVIDED THAT if any part or parts of the Pedestrian Link shall be within the Commercial Accommodation, the Owner of the Commercial Accommodation shall be solely required to manage and maintain at his own expense such part or parts of the Pedestrian Link within the Commercial Accommodation in accordance with Special Condition Nos. (19) (b) of the Government Grant.

(b) The Owners (excluding FSI as the Owner of the Government Accommodation) and the Owner of the Commercial Accommodation (as the case may be) shall keep the Pedestrian Link open for the use by all members of the public for passage on foot or by wheelchair 24 hours a day (or such other hours as may be approved by the Director of Lands) free of charge and without any interruption for gaining access from the Footbridge Portion to (i) Hip Wo Street, (ii) the Open Space A, (iii) the Open Space B and (iv) the Government Accommodation and vice versa through the Pedestrian Link.”

16. Clause 3 of Part A of the Second Schedule to the DMC stipulates that:-

“FSI, its lessees, tenants, licensees and persons authorized by it and the Owners and occupiers for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements and the exercise of the following rights, privileges and easements shall not be subject to any permission, approval or consent of the Manager:-

(a) the right of shelter, support and protection for the Government Accommodation;

(b) the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term of the Government Grant laid on or running through any part of the Land and any part of the Development;

(c) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government

Accommodation or any part thereof (hereinafter referred to as the “Government Accommodation Services”) at any time at its absolute discretion without any charge by any other Owners or the Manager Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation;

(d) the right to go pass and repass over and along and to use any Common Areas and Facilities and to use and receive the benefit of any Common Areas and Facilities in connection with the proper use and enjoyment of the Government Accommodation or any part thereof;

(e) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part thereof or any part of the Development for the purpose of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;

(f) the free and uninterrupted rights of way to and from the Government Accommodation or any part thereof as may be required by the Director of Lands;

(g) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Land or any part thereof or any part of the Development with or without surveyors, contractors, servants, workmen and others and with or without vehicles, plant, equipment, material and machinery for the purpose of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

(h) the right of access to the lighting conduits, fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;

(i) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Land or any part thereof or any part of the Development with or without surveyors, contractors, servants, workmen and others and with or without vehicles, plant, equipment, machinery and material; and

(j) such other rights, privileges and easements as may be deemed necessary or desirable by the Director of Lands.”

17. Clause 1(e) of Part B of the Second Schedule to the DMC stipulates that:-

“The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

...

(e) the right of all members of the public to use the Pedestrian Link within the Common Areas and Facilities for passage on foot or by wheelchair 24 hours a day (or such other hours as may be approved by the Director of Lands) free of charge and without any interruption for gaining access from the Footbridge Portion to (i) Hip Wo Street, (ii) the Open Space A, (iii) the Open Space B and

(iv) the Government Accommodation and vice versa through the Pedestrian Link; and

...”

18. Clause 2(a), (b), (c), (d) and (f) of Part B of the Second Schedule to the DMC stipulates that:-

“The following are the rights and privileges subject to which the Owner of Commercial Accommodation is held:-

(a) the right of all members of the public to pass and repass on foot or by wheelchair along, to, from, by, through and over the Open Space A and the Open Space B or any part thereof at all times during the opening hours respectively specified in Clauses 10.14(b)(i) and 10.14(b)(ii) for the purpose of gaining access to the Open Space C;

(b) the right of all members of the public to use the Pedestrian Link within the Commercial Accommodation for passage on foot or by wheelchair 24 hours a day (or such other hours as may be approved by the Director of Lands) free of charge and without any interruption for gaining access from the Footbridge Portion to (i) Hip Wo Street, (ii) the Open Space A, (iii) the Open Space B and (iv) the Government Accommodation and vice versa through the Pedestrian Link;

(c) at times when access to and egress from the Public Transport Interchange on the Ground Floor by vehicles via the driveway and/or the emergency vehicular access of the Development Common Areas and Facilities from/to Hip Wo Street is blocked due to emergencies, the temporary right of the Owner of the Public Transport Interchange, his bona fide guests, visitors or invitees to use such part(s), driveway and/or emergency vehicular access of the Commercial Accommodation on the Ground Floor and Upper Ground Floor for the purposes of access to and egress from the Public Transport Interchange on the Ground Floor by vehicles from/to Hong Ning Road during such times of emergencies;

(d) at times when access to and egress from the Public Transport Interchange on the First Floor by vehicles via the driveway and/or the emergency vehicular access of the Development Common Areas and Facilities from/to Mut Wah Street is blocked due to emergencies, the temporary right of the Owner of the Public Transport Interchange, his bona fide guests, visitors or invitees to use such part(s), driveway and/or emergency vehicular access of the Commercial Accommodation on the First Floor for the purposes of access to and egress from the Public Transport Interchange on the First Floor by vehicles from/to Hip Wo Street during such times of emergencies;

...

(f) the right of the occupiers of the Hawker Bazaar to use such necessary parts of the Commercial Portion free of charge for delivery of goods between the Hawker Bazaar and the Loading and Unloading Space for Hawker Bazaar in accordance with Clause 2.8(d).”

A. 批地文件訂明為「政府」建造及提供或作公眾用途的設施

1. 說明

- (a) 「批地文件」特別條款第(5)(a)(i)(I)條所載的「綠色範圍」；
- (b) 「批地文件」特別條款第(5)(a)(i)(II)條所載的「綠色範圍構築物」；
- (c) 「批地文件」特別條款第(19)(a)條所載的「行人通道」；
- (d) 「批地文件」特別條款第(21)(a)條所載的「行人天橋部分」；
- (e) 「批地文件」特別條款第(21)(b)(i)條所載的「臨時接駁通道」；
- (f) 「批地文件」特別條款第(23)(a)條所載的「粉紅色間藍斜線範圍」；
- (g) 「批地文件」特別條款第(23)(b)(i)(II)條所載的「粉紅色間藍斜線範圍構築物」；
- (h) 「批地文件」特別條款第(24)(a)條所載的「公眾休憩用地」(包括「批地文件」特別條款第(24)(a)(i)條所載的「休憩用地A」及「批地文件」特別條款第(24)(a)(ii)條所載的「休憩用地B」)；及
- (i) 「批地文件」特別條款第(26)(a)條所載的「政府樓宇」(包括「批地文件」特別條款第(26)(a)(i)條所載的「公共運輸交匯處」、「批地文件」特別條款第(26)(a)(ii)條所載的「小販市場」、「批地文件」特別條款第(26)(a)(iii)條所載的「垃圾收集站」及「批地文件」特別條款第(26)(a)(iv)條所載的「休憩用地C」)。

2. 公眾有權依據「批地文件」規定使用第1(a)、(b)、(c)、(d)、(e)、(f)、(g)及(h)段所載的各項設施。

B. 批地文件訂明由「發展項目」內住宅物業業主付費管理、運作或維修以作公眾用途的設施

1. 說明

- (a) 「綠色範圍」；
- (b) 「綠色範圍構築物」；
- (c) 「行人通道」；
- (d) 「粉紅色間藍斜線範圍」；及
- (e) 「粉紅色間藍斜線範圍構築物」。

2. 公眾有權依據「批地文件」規定使用各項設施。

3. 各項設施由「發展項目」內住宅物業的業主付費管理、營運或維修。

4. 「發展項目」各住宅物業業主應透過攤付有關住宅物業的管理開支，按比例分擔各項設施的管理、運作或維修開支。

C. 批地文件訂明由「發展項目」內住宅物業業主付費管理、運作或維修作公眾用途的休憩用地面積

不適用。

D. 劃供公眾作《建築物(規劃)條例》(香港法例第123章附例F)第22(1)條所訂用途的該土地(「發展項目」所在土地)任何部分：

不適用。

E. 顯示上述設施、休憩用地及該土地各部分的圖則

見本節最後附上的圖則。

F. 關於各項設施和休憩用地及該土地各部分的「批地文件」條文

1. 「批地文件」特別條款第(5)條訂明：

『(a)「承批人」應：

- (i) 在2021年12月31日或之前(或「署長」批准的其他日期)，自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、走線和設計進行下列工程，以全面令「署長」滿意：

(I) 在本文所夾附「圖則I」以綠色顯示的擬建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設及平整工程；及

(II) 提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「綠色範圍構築物」)；

以供車輛及行人往來「綠色範圍」；

- (ii) 在2021年12月31日或之前(或「署長」批准的其他日期)，自費以「署長」滿意的方式在「綠色範圍」鋪設路面、建造路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器；及

- (iii) 自費維修「綠色範圍」連同該處的「綠色範圍構築物」和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」按照本文特別條款第(6)條交回「政府」為止。

- (b) 如「承批人」不履行本特別條款(a)款訂明其應承擔的責任，「政府」可執行必要的工程，費用由「承批人」支付。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。

- (c) 倘因「承批人」履行本特別條款(a)款所訂的「承批人」責任或「政府」行使本特別條款(b)款所訂權利等或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔責任，「承批人」不可就此等損失、損害、滋擾或騷擾向「政府」作任何形式的索償。

- (d) 於本特別條款(a)及(b)款，「承批人」一詞的釋義並不包括本文特別條款第(33)(a)條所載的「財政司司長法團」。』

2. 「批地文件」特別條款第(6)條訂明：

『茲為執行本文特別條款第(5)條所述的必要工程，「承批人」將在「本協議」訂立日被視為已獲授予「綠色範圍」管有權。「綠色範圍」的管有權將於「政府」通知時交還「政府」，並最遲於「署長」向「承批人」發函說明所有此等「批地條款」已妥善履行令其滿意當日被視為已交還「政府」。「承批人」佔管「綠色範圍」期間，應允許所有「政府」及公共車輛和行人於任何合理時間進出及通行「綠色範圍」，此外並要確保執行本文特別條款第(5)條等指定的工程時不會干預或阻礙該處的出入通行權。』

3. 「批地文件」特別條款第(7)條訂明：

『如非事前獲「署長」書面同意，「承批人」不可使用「綠色範圍」儲物或在該處搭建任何臨時構築物，又或用作本文特別條款第(5)條訂明工程以外的其他用途。』

4. 「批地文件」特別條款第(8)條訂明：

『(a) 「承批人」佔管「綠色範圍」期間，必須在所有合理時間：

(i) 允許「政府」、「署長」及其人員、承建商、代理及「署長」授權的任何其他人等行使權利通行、進出、往返和行經該地段及「綠色範圍」，以便檢驗、檢查及監督任何遵照本文特別條款第(5)(a)條執行的任何工程，以及執行、檢驗、檢查和監督任何遵照本文特別條款第(5)(b)條執行的工程及「署長」認為有必要在「綠色範圍」實施的其他工程，以及興建本文特別條款第(21)(c)條所載的「政府行人天橋」；

(ii) 允許「政府」及「政府」授權的相關公用事業公司行使權利按其需要通行、進出、往返和行經該地段及「綠色範圍」或在「綠色範圍」或任何毗連土地內、其上或其下執行工程，其中包括但不限於鋪設及其後維修所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便按需要提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體(如有者)及其他服務。「承批人」應與「政府」及「政府」授權的相關公用事業公司充分合作，以處理所有關乎在「綠色範圍」執行任何上述工程的事宜；及

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

(b) 倘因「政府」、「署長」及其人員、承建商及代理和任何其他人士或根據本特別條款(a)款正式獲授權的公用事業公司行使權利導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和任何其他人士或根據本特別條款(a)款正式獲授權的公用事業公司毋須就此承擔責任。』

5. 「批地文件」特別條款第(19)條訂明：

『(a) 「承批人」應自費以「署長」全面滿意的形式，在「署長」指定或批准的位置、方式、物料、尺寸、標準、樓層、走線及設計，於該地段內鋪設、平整、提供、建造和鋪設路面整飾分段的行人路或行人道(連同「署長」全權酌情指定的樓梯、斜路、照明裝置、自動扶梯及傷殘人士電梯)(以下統稱「行人通道」)。「行人通道」應採取最短路線，以連通本文特別條款第(21)(a)條所載的「行人天橋部分」至協和街、本文特別條款第(24)(a)條所載的「公眾休憩用地」及本文特別條款第(26)(a)條所載的「政府樓宇」(「公眾休憩用地」及「政府樓宇」以下統稱「社區設施」)。

(b) 「承批人」應在本文協定的整個批租年期內自費管理和維修「行人通道」，以保持其狀況良好及修繕妥當，全面令「署長」滿意。

(c) 「承批人」應在依照本特別條款(a)款規定建成「行人通道」後和其後於本文協定批授的整個年期內，每日24小時(或「署長」批准的其他時段)保持「行人通道」開放供所有公眾人士免費及暢通無阻地步行或乘坐輪椅通行，以便經由「行人通道」通行「行人天橋部分」往返協和街及「社區設施」。

(d) 倘因「承批人」履行本特別條款(c)款訂明的責任等導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等概不承擔任何責任，「承批人」不可就此等損失、損害、滋擾或騷擾，向彼等任何一方索償。

(e) 現明確協議、聲明及訂明，儘管施予「承批人」本特別條款(c)款所載的責任，「承批人」並無意而「政府」亦無同意將「行人通道」劃為公眾通道。

(f) 現明確協議及聲明，本特別條款(c)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免生疑問，「承批人」現明確放棄基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。

(g) 於本特別條款(a)、(b)及(c)款，「承批人」一詞不包括本文特別條款第(33)(a)條所載的「財政司司長法團」。』

6. 「批地文件」特別條款第(20)條訂明：

『(a) 為免疑問，「行人通道」的面積須納入計算本文特別條款第(13)(c)條訂明的總樓面面積。

(b) 儘管本特別條款(a)款，「署長」可全權酌情排除「行人通道」的面積的全部或部份而不納入計算本文特別條款第(13)(c)條訂明的總樓面面積，「署長」就所作的決定將作終論並對「承批人」約束。』

7. 「批地文件」特別條款第(21)條訂明：

『(a) (i) 「承批人」須在2017年12月31日或之前\*(或「署長」批准的其他日期)，自費以「署長」全面滿意的方式，在本文所夾附「圖則I」顯示及註明為「擬建行人天橋」的位置(或「署長」指定或批准的其他位置)建造一條跨越本文特別條款第(23)(a)條所載的「粉紅色加藍色斜線範圍」與該地段範圍外的一段單層有蓋行人天橋連同「署長」指定或批准的所有承托件及連接段(包括「署長」全權酌情視為日後擴建上述行人天橋所需的承托件及連接段)(以下簡稱「行人天橋部分」；建於該地段範圍內的「行人天橋部分」以下簡稱「地段內行人天橋部分」；建於該地段範圍外的「行人天橋部分」以下簡稱「地段外行人天橋部分」)，以連通「行人通道」至本特別條款(c)款所載的「政府行人天橋」和建基在現於土地註冊處註冊名為新九龍內地段第6499號之所有方或一塊土地上朝向協和街的行人天橋接駁段(以下簡稱「毗鄰地段行人天橋接駁段」)。

(\*：根據地政總署九龍東區地政處日期為2019年9月13日的批准函，該日期延至2021年12月31日。)

(ii) 「行人天橋部分」應以「署長」指定或批准的方式、物料、標準、樓層、走線和設計建造，包括但不限於配備及建造承托件、斜路、其他相關樓梯及梯台、自動扶梯、電梯、內部及外部配件和固定裝置及「署長」全權酌情規定的照明裝置。「行人天橋部分」的內淨闊度最少應有2.7米，內淨空高度最少為2.8米，或採用「署長」批准的其他尺寸。

(b) (i) 「承批人」依照本文特別條款第(19)(a)條規定建成「行人通道」之前，應自費在「署長」指定的期限內提供臨時接駁通道，包括但不限於配備及建造「署長」全權酌情指定的樓梯、梯台、照明裝置、自動扶梯及傷殘人士電梯(以下簡稱「臨時接駁通道」)，以在「署長」指定或批准的位置、方式、物料、尺寸、標準、樓層、走線及設計，將「行人天橋部分」連接至協和街。

- (ii) 「承批人」應自費管理、維修「臨時接駁通道」並每日24小時(或「署長」批准的其他時段)保持「臨時接駁通道」開放供所有公眾免費及暢通無阻地步行或乘坐輪椅通行，以便經由「臨時接駁通道」通行「行人天橋部分」往返協和街。
- (iii) 「承批人」依照本文特別條款第(19)(a)條規定建成「行人通道」後，應在「署長」指定的期限內自費拆卸和清拆「臨時接駁通道」，並將曾經建有「臨時接駁通道」的範圍恢復原貌，全面令「署長」滿意。
- (c) 茲於本文協定批授的整個年期內，「政府」及其授予相關權利的人士或人等將免費獲保留支撐權，以及將一條由「政府」建造橫跨物華街及協和街的行人天橋(以下簡稱「政府行人天橋」)接駁到「行人天橋部分」的權利。
- (d) 茲於本文協定批授的整個年期內，「政府」及其授予相關權利的人士或人等將免費獲保留所有必要權利，可按「署長」規定佔用該地段某些部分及「行人天橋部分」，以便建造、接駁及其後檢查、管理、維修、更改、修理、更新和更換「政府行人天橋」。
- (e) 「承批人」應在依照本特別條款(a)款規定建成「行人天橋部分」後和其後於本文協定批授的整個年期內，每日24小時(或「署長」批准的其他時段)保持「行人天橋部分」開放供所有公眾免費及暢通無阻地步行或乘坐輪椅通行，以便經由「行人天橋部分」通行「行人通道」往返「政府行人天橋」及「毗鄰地段行人天橋接駁段」。
- (f) (i) 「行人天橋部分」及「臨時接駁通道」除供所有公眾人士步行或乘坐輪椅通行或作「署長」全權酌情批准的其他用途外，不得作任何其他用途。
- (ii) 除非「署長」批准或指定，否則「承批人」不可使用或允許或容忍他人使用「行人天橋部分」及「臨時接駁通道」任何內部或外部作廣告用途或展示任何招牌、告示或海報。
- (iii) 「承批人」不可作出或允許或容忍他人在「行人天橋部分」及「臨時接駁通道」作出任何行為，以致或可能對途經「行人天橋部分」及「臨時接駁通道」下方的任何人士或車輛或任何相鄰或毗鄰地段或處所的業主或佔用人構成滋擾、騷擾、不便或損害。
- (g) 儘管「粉紅色加藍色斜線範圍」連同本文特別條款第(23)(f)(i)條所訂的「地段內部分」已交還「政府」及「地段外部分」已按照本特別條款(h)(ii)款交付管有權，「承批人」亦須於本文協定批授的整個年期內自費管理和維修「行人天橋部分」，以保持其狀況良好及修繕妥當，全面令「署長」滿意。
- (h) (i) 「地段內部分」或其相關部分的管有權應遵照本文特別條款第(23)(f)(i)條規定連同「粉紅色加藍色斜線範圍」或當中任何部分交還「政府」。
- (ii) 「承批人」應在「政府」要求時，以「政府」免付任何代價、款項或補償的方式向「政府」交還「地段外部分」或「政府」指定的當中任何部分，然而「政府」概無責任必須按「承批人」要求收回「地段外部分」或其任何部分的管有權，但「政府」可按其視為恰當收回有關土地。茲現協議及聲明，「地段外部分」或其任何部分的管有權將被視作已於「署長」向「承批人」發出一封或多封函件所載的一個或多個日期交還「政府」。
- (i) 如該地段或其任何部分進行重建，以致需要拆卸「行人天橋部分」或其任何部分，「承批人」必須在「署長」指定的期限內自費以「署長」滿意的方式，按「署長」批准或指定的位置、方式、物料、尺寸、標準、樓層、走線及設計，另行興建及建成新的有蓋行人天橋或其任何部分連同相關的承托件、斜路、相關樓梯及梯台、自動扶梯、電梯及其他附屬構築物以作替代。「署長」批准興建新的有蓋行人天橋或其任何部分時，可按其視為恰當制訂條款與條件(包括繳付費用)，「承批人」須相應遵守有關條款與條件。遵從「署長」制訂的此等條款與條件，除非「署長」另行決定，否則此等「批地條款」關乎「行人天橋部分」的規定將適用於新建有蓋行人天橋或其任何部分連同相關的承托件、斜路、相關樓梯及梯台、自動扶梯、電梯及其他附屬構築物。
- (j) 如「承批人」不履行本特別條款(a)、(b)、(g)及(i)款所訂的「承批人」責任，「政府」可執行必要的建造、維修或更換工程，費用由「承批人」承擔。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。
- (k) 「政府」、「署長」及其人員、承建商及代理和「署長」授權的任何人等均獲得授權，可於本文協定批授的整個年期內，隨時不論攜帶工具、設備、機器或駕車與否，通行、進出及往返該地段或其任何部分及該地段任何已建或擬建一座或多座建築物或其任何部分及「行人天橋部分」，以便視察、檢查和監督依照本特別條款(a)、(b)、(g)及(i)款規定執行的工程，以及執行、視察、檢查和監督依照本特別條款(j)款規定的工程，以及建造和接駁「政府行人天橋」及其後檢查、管理、維修、更改、修理、更新及更換「政府行人天橋」。
- (l) 倘因「承批人」履行本特別條款(a)、(b)、(e)、(g)及(i)款訂明的責任或因「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等行使本特別條款(c)、(d)、(j)及(k)款賦予彼等的權利而導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等概不承擔任何責任，「承批人」不可就此等損失、損害、滋擾或騷擾，向彼等任何一方索償。
- (m) 倘「承批人」、其傭工、工人及承建商因應建造、更改、管理、維修、更換「行人天橋部分」或執行其他相關工程而作出或遺漏作出任何事項，以致引起或導致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害賠償、收費和訴求，「承批人」須向「政府」、「署長」及其人員、承建商、代理及其授權的任何人等作出賠償並確保彼等免責。
- (n) 於本特別條款(a)、(b)、(e)、(g)、(h)、(i)、(j)及(m)款，「承批人」一詞並不包括向其承讓該地段住宅部分及「電力分站」的受讓人和本文特別條款第(33)(a)條所載的「財政司司長法團」。於此等「批地條款」，「署長」就何謂該地段的住宅部分所作的決定將作終論並對「承批人」約束。』
8. 「批地文件」特別條款第(22)條訂明：
- 『為免疑問，「行人天橋部分」的面積無須納入計算本文特別條款第(13)(c)條訂明的總樓面面積。』
9. 「批地文件」特別條款第(23)條訂明：
- 『(a) 除非事前獲「署長」書面同意(「署長」給予同意時有酌情全權制訂其視為恰當的條款與條件或拒絕同意)，否則不得在本文所夾附「圖則I」以粉紅色間藍斜線顯示的該地段部分(以下簡稱「粉紅色間加藍色斜線範圍」)之上、之下、之內或跨越該處興建、建造或放置任何建築物、構築物或其承托件(依照本特別條款(b)款提供或建造的構築物、「地段內部分」及本文特別條款第(25)條所載的「隔音屏障」除外)。

- (b) 「承批人」應：
- (i) 在2021年12月31日(或「署長」批准的其他日期)或之前，自費以「署長」批准的方式及物料，按「署長」批准的標準、樓層、走線和設計進行下列工程，以全面令「署長」滿意：
- (I) 鋪設及平整「粉紅色間加藍色斜線範圍」；及
- (II) 提供和建造「署長」全權酌情為必要的下水道、污水渠、排水渠、行人路或其他構築物(以下統稱「粉紅色間加藍色斜線範圍構築物」)；
- 以供車輛及行人往來「粉紅色間加藍色斜線範圍」；
- (ii) 在2021年12月31日(或「署長」批准的其他日期)或之前，自費以「署長」滿意的方式在「粉紅色間加藍色斜線範圍」鋪設路面、建造路緣及渠道，以及按「署長」規定為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器；及
- (iii) 自費維修「粉紅色間加藍色斜線範圍」及在該處建造、安裝和提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令「署長」滿意，直至「粉紅色間加藍色斜線範圍」依照本特別條款(f)(i)款交回「政府」為止。
- (c) 如「承批人」不履行本特別條款(b)款所訂的「承批人」責任，「政府」可執行必要工程，費用由「承批人」承擔。「承批人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承批人」約束。
- (d) 倘因「承批人」履行本特別條款(b)款訂明的責任或因「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等行使本特別條款(c)款賦予彼等的權利等而導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等概不承擔任何責任，「承批人」不可就此等損失、損害、滋擾或騷擾，向彼等任何一方索償。
- (e) 在整個「粉紅色間加藍色斜線範圍」依照本特別條款(f)(i)款交還「政府」之前，「承批人」時刻均須允許「政府」、「署長」及其人員、承建商及代理和「署長」授權的任何人等，隨時不論攜帶工具、設備、機器或駕車與否，自由及不受限制地通行、進出和往返該地段及「粉紅色間加藍色斜線範圍」，以便視察、檢查及監督依照本特別條款(b)款規定執行的工程，以及執行、視察、檢查及監督依照本特別條款(c)款規定的工程，以及「署長」認為有必要在「粉紅色間加藍色斜線範圍」進行的其他工程。
- (f) (i) 「承批人」應在「署長」通知時，自費向「政府」交還及交付「粉紅色間加藍色斜線範圍」或其任何部分的空置管有權，並且連同「地段內部分」、「粉紅色間加藍色斜線範圍構築物」和「署長」全權酌情指定並列明於本特別條款(b)(iii)款的所有構築物、設施、服務設施及裝置。除事前獲「署長」依照本特別條款(a)款發出書面同意興建或建造的構築物外，所有上述地方均須以不帶任何產權負擔的形式交付「政府」，而「政府」毋須支付任何代價、款項或補償。然而，「政府」概無責任必須按「承批人」要求收回「粉紅色間加藍色斜線範圍」或其任何部分，但「政府」可按其視為恰當收回有關土地。「承批人」應就此自費訂立一份或多份土地交還契約和「署長」批准或指定格式及條文的任何其他必要文件。
- (ii) 整個「粉紅色間加藍色斜線範圍」根據本特別條款(f)(i)款交還「政府」之前，「承批人」不可轉讓、按揭、押記、批租、分租、出讓或以其他方式處置或抵押該地段或其任何部分或任何相關權益又或該地段任何已建或擬建一座或多座建築物或其任何部分，又或就此訂立任何協議，除非及直至「承批人」已以「署長」滿意的方式自費將「粉紅色間加藍色斜線範圍」從該地段分割。然而，本(f)(ii)款的規定並不適用於遵照本文特別條款第(35)條交還「政府樓宇」及本文特別條款第(41)(d)條訂明的建築按揭。「承批人」如上所述分割「粉紅色間加藍色斜線範圍」之前，應自費向「署長」提交分割文件申請書面批核。
- (g) (i) 除供車輛行駛和公眾步行或乘坐輪椅通行或作「署長」全權酌情批准的其他用途外，「承批人」不可利用「粉紅色間加藍色斜線範圍」或其任何部分作任何其他用途。「承批人」不可在「粉紅色間加藍色斜線範圍」或其任何部分儲存貨物或停泊車輛。
- (ii) 在本特別條款(b)(i)及(b)(ii)款所載的工程以「署長」滿意的方式完竣之後和「粉紅色間加藍色斜線範圍」遵照本特別條款(f)(i)款交還「政府」之前，「承批人」無論日夜時刻均須允許所有公眾自由及免費地步行或乘坐輪椅通行及再通行、進出、往返、行經及經過「粉紅色間加藍色斜線範圍」。
- (iii) 倘因「承批人」履行本特別條款(g)(ii)款訂明的責任或因「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等行使本特別條款(e)款訂明的權利而導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等概不承擔任何責任，「承批人」不可就此等損失、損害、滋擾或騷擾，向彼等任何一方索償。
- (h) 現明確協議、聲明及訂明，儘管施予「承批人」本特別條款(g)(ii)款所載的責任，「承批人」並無意而「政府」亦無同意將「粉紅色間加藍色斜線範圍」或其任何部分劃為公眾通道。
- (i) 現明確協議及聲明，本特別條款(g)(ii)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免生疑問，「承批人」現明確放棄基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (j) 現再明確協議及聲明，本特別條款(f)(i)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物(規劃)規例》第22(2)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免生疑問，「承批人」現明確放棄基於或鑒於《建築物(規劃)規例》第22(2)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (k) 「承批人」同意及接受，倘「粉紅色間加藍色斜線範圍」或其任何部分遵照本特別條款(f)(i)款規定交還「政府」後，該地段或其任何部分發展或重建，由於該地段面積縮小等原因，「承批人」可能無法取得本文特別條款第(13)(c)條許可的最大樓面總面積。若「承批人」無法取得本文特別條款第(13)(c)條許可的最大樓面總面積，「政府」概不承擔任何責任，「承批人」不得向「政府」申索補償或退還地價等。
- (l) 如事前獲「署長」根據本特別條款(a)款給予書面同意後興建或建造任何構築物(以下簡稱「核准構築物」)，「承批人」同意：

- (i) 如非事前獲「署長」書面批准，不更改、修改或加建「核准構築物」或其任何部分(不論是否經由建築事務監督根據《建築物條例》、其任何附屬規例及相關修訂法例的規定批核)；
  - (ii) 不論「粉紅色間加藍色斜線範圍」或其任何部分根據本特別條款(f)(i)款交還「政府」之前或之後，倘「承批人」或任何人士因「核准構築物」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」毋須就此承擔責任；
  - (iii) 茲毋損「政府」擁有的任何其他權利，「署長」隨時均可按其全權酌情行使權利，向「承批人」發出不少於三(3)個曆月的書面通知，規定「承批人」拆卸和清拆「核准構築物」或其任何部分，而「承批人」必須按「署長」指示拆卸及清拆(茲現協議，如因拆卸或清拆「核准構築物」或其任何部分令「承批人」蒙受或招致任何損失或損害，「政府」毋須承擔責任，而「承批人」無權向「政府」提出任何索償或獲得任何補償)；
  - (iv) 時刻自費維修(包括所有必要的修理、清潔及「署長」指定的任何其他工程)「核准構築物」以保持其狀況良好及修繕妥當，全面令「署長」滿意，直至「核准構築物」拆卸或清拆為止；及
  - (v) 倘鑒於「核准構築物」的興建、存在、拆卸或清拆，或因「核准構築物」的狀態及情況，或因「核准構築物」修理或維修不善等原因而直接或間接導致或引起任何責任、索償、訴求、訴訟及其他法律程序，則向「政府」作出賠償並確保其免責。
- (m) 於本特別條款(b)、(c)、(f)(i)、(l)(iii)、(l)(iv)及(l)(v)款，「承批人」一詞並不包括本文特別條款第(33)(a)條所載的「財政司司長法團」。

10. 「批地文件」特別條款第(24)條訂明：

- 『(a) 「承批人」應在2021年12月31日或之前(或「署長」批准的其他日期)，自費以「署長」全面滿意的方式在該地段興建、建造和提供：
- (i) 位於該地段地面而面積不少於1,715平方米的休憩用地(以下簡稱「休憩用地A」)。就此等「批地條款」而言，「署長」就何謂該地段地面所作的決定將作終論並對「承批人」約束；及
  - (ii) 高於香港主水平基準以上25米(或「署長」批准的其他水平)而面積不少於4,000平方米的休憩用地(以下簡稱「休憩用地B」)；
- 「休憩用地A」及「休憩用地B」(以下統稱「公眾休憩用地」)應按照「署長」指定的方式、物料、設備及設施以「署長」全面滿意的方式平整、保養、園景美化、種植、處理和提供，費用由「承批人」支付。
- (b) 「承批人」應在本文協定批授的整個年內自費以「署長」全面滿意的方式保養、維修、修理及管理「公眾休憩用地」和該處所有物件。
  - (c) 茲毋損本特別條款(b)款之一般規定，「承批人」應在「公眾休憩用地」竣工落成後及於本文協定批授的整個年內：
    - (i) 維持「休憩用地A」每日24小時(或「署長」批准的其他時段)開放供所有公眾免費及暢通無阻地使用及享用，以作所有合法用途；
    - (ii) 維持「休憩用地B」於早上九時至晚上十時(或「署長」

批准的其他時段)開放供所有公眾免費及暢通無阻地使用及享用，以作所有合法用途；

- (iii) 允許所有公眾於本特別條款(c)(i)及(c)(ii)款分別指明的開放時間內，隨時步行或乘坐輪椅通行及再通行、進出、行經和往返「休憩用地A」及「休憩用地B」或其任何部分，從而進出本文特別條款第(26)(a)(iv)條所載的「休憩用地C」。
- (iv) 自費以「署長」滿意的方式在顯眼地點張貼告示，向公眾說明「公眾休憩用地」開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。
- (d) 倘因「承批人」履行本特別條款(c)款訂明的責任等導致或連帶「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承建商及代理和「署長」授權之任何人等概不承擔任何責任，「承批人」不可就此等損失、損害、滋擾或騷擾，向彼等任何一方索償。
- (e) 現明確協議、聲明及訂明，儘管施予「承批人」本特別條款(c)款所載的責任，「承批人」並無意而「政府」亦無同意將「公眾休憩用地」劃為公眾通道。
- (f) 現明確協議及聲明，本特別條款(c)款訂明「承批人」須履行責任，概不導致預期可以基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率而獲得或申索任何寬免或權利。為免生疑問，「承批人」現明確放棄基於或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂或取代條文等所訂額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (g) 於本特別條款(a)、(b)及(c)款，「承批人」一詞並不包括向其承讓該地段住宅部分及「電力分站」的受讓人和本文特別條款第(33)(a)條所載的「財政司司長法團」。

11. 「批地文件」特別條款第(26)條訂明：

- 『(a) 「承批人」應自費以「署長」全面滿意的方式及良好工藝，於該地段內興建、建造和提供以下樓宇：
- (i) 一個公共運輸交匯處，包括公共小巴總站、專線小巴總站和專營巴士總站(以下簡稱「公共運輸交匯處」)；
  - (ii) 一個小販市場，淨作業樓面面積不少於316.6平方米(以下簡稱「小販市場」)；
  - (iii) 一個垃圾收集站，淨作業樓面面積不少於90平方米(以下簡稱「垃圾收集站」)；及
  - (iv) 該地段地面或「署長」所批准其他樓層的一幅休憩用地，面積為685平方米(或「署長」批准的其他面積)，位於本文所夾附「圖則I」以藍色邊顯示的該地段部分，或「署長」批准的該地段其他部分(以下簡稱「休憩用地C」)；

此等樓宇必須在2021年12月31日或之前(或「署長」批准的其他日期)建成並適宜佔用及運作(此等樓宇(包括固定照明裝置、通風裝置、抽氣管道及道路表面或樓面，但不包括電梯、自動扶手、樓梯、機器、設備及「署長」依照此等「批地條款」准許而並非該處專用的其他設施、牆、柱、樑、天花、天台樓板、行車路或樓板及任何其他結構件)，連同「署長」全權酌情指定(「署長」的決定將作終論並對「承批人」約束)供該處專用的其他地方、設施、服務設施及裝置，以下統稱「政府樓宇」)。

- (b) 本特別條款(a)(i)、(a)(ii)及(a)(iii)款所載的「政府樓宇」須按照本文所夾附的工程規格附表(以下簡稱「工程規格附表」)及根據本文特別條款第(27)(a)條批核的圖則興建和建造。「休憩用地C」須按照根據本文特別條款第(12)條批核的園景設計總圖興建及建造。
- (c) 「政府」保留權利按其全權酌情隨時更改或改動「政府樓宇」或其任何部分的用途。
- (d) (i) 茲為釐定「政府樓宇」任何部分的淨作業樓面面積，除非另有說明，否則淨作業樓面面積將視作包括「工程規格附表」列明「政府樓宇」內所有房間及空間的淨樓面總面積，但不包括任何構築物、間隔、流通地方、樓梯、樓梯大堂、電梯平台、廁所設施所佔空間及電梯與空調系統等機電服務。
- (ii) 在此等「批地條款」，個別房間或空間的淨樓面面積指該房間或空間圍牆或邊界範圍內的淨樓面面積，即由該處已完成修飾或概念性牆壁表面、獨立柱或牆柱之間距離所得的面積。』

根據一份日期為2018年10月2日的批准書，地政總署署長已給予以下批准：

『... 根據授予該等地段的日期為2014年12月19日的《換地條件第20238號》(「此條件」)的特別條款第(26)(a)(iv)條，批准「休憩用地C」(定義見「此條件」特別條款第(26)(a)(iv)條)於「此條件」夾附之圖則I上以藍邊顯示的位置修改為於本批准書夾附的圖則編號第KM10033上以藍邊顯示的位置，惟條件是「休憩用地C」須於該等地段的地面上提供及其面積須為「此條件」特別條款第(26)(a)(iv)條中訂明的685平方米。』

12. 「批地文件」特別條款第(27)條訂明：

- 『(a) (i) 「承批人」應向「署長」提交或達致他人提交「政府樓宇」之圖則以供「署長」書面批核。「政府樓宇」圖則應註明「政府樓宇」的樓層、位置及設計詳情，以及「署長」要求的其他資料。
- (ii) 「政府樓宇」圖則批核後，除非事前獲「署長」書面批准或「署長」規定，否則「承批人」不得再行改動、更改、修改或取代。
- (iii) 根據本(a)款批核的「政府樓宇」圖則將被視作已包括「署長」事後批准或規定的改動、更改、修改或取代內容。
- (b) 直至「署長」根據本特別條款(a)款批核「政府樓宇」圖則，該地段不可動工進行任何建築工程(「現存建築物及構築物」拆卸及清拆工程、「現存公用服務設施」拆卸、重鋪及改道工程和地盤平整工程除外)。』

13. 「批地文件」特別條款第(28)條訂明：

- 『(a) 「署長」有權按其全權酌情為恰當，改動、更改、修改或取代「工程規格附表」。
- (b) 「承批人」事前必須徵取「署長」書面批准，方可改動、更改、修改或取代「工程規格附表」。
- (c) 「署長」根據本特別條款(a)款進行或「承批人」按照本特別條款(b)款規定經「署長」批准進行的「工程規格附表」改動、更改、修改或取代項目，一律視作已納入「工程規格附表」並構成其一部分。』

14. 「批地文件」特別條款第(30)條訂明：

- 『(a) 「署長」可全權酌情指定「政府」部門人員(以下簡稱「政府人員」)概括監管「政府樓宇」的設計、建造、裝配及完工，同時監察其建造、裝配及完工情況(以下統稱「建築工程」)，以確保「政府樓宇」的「建築工程」按照此等「批地條款」實施。
- (b) 「承批人」知悉任何影響或關乎「政府樓宇」或其任何部分或「政府樓宇」或其任何部分「建築工程」的情況、限制、規定和資訊，必須即時通知「政府人員」、其傭工、代理、承辦商及工人，並須提供所有圖則、工地記錄、通知、函件、證書、批准書及資料，以及在「政府人員」要求時提供所有必要支援和充分合作。
- (c) 「承批人」應不時通知「署長」及「政府人員」其何時可向建築事務監督申領「政府樓宇」或其任何部分的相關「佔用許可證」或「臨時佔用許可證」。
- (d) 倘因「政府人員」行使本特別條款(a)款所賦予權力而招致或引起任何費用、索償、需索、收費、損害、訴訟或法律程序，「政府」及「署長」概不承擔任何責任。
- (e) 「承批人」須就「政府樓宇」或其任何部分之「建築工程」所招致或引起的任何性質責任、費用、索償、需索、收費、損害賠償、訴訟及法律程序向「政府」及「署長」賠償，並確保彼等免責。』

15. 「批地文件」特別條款第(31)條訂明：

- 『(a) 除向「政府」支付其規定的任何其他款項外，茲毋損此等「批地條款」等賦予「政府」的權利，倘若：
- (i) 「承批人」未能在本文特別條款第(26)(a)條所訂的日期前以「署長」滿意的方式完成建造「小販市場」並達致適合使用和運作，「承批人」須由本文特別條款第(26)(a)條訂明的日期翌日開始，向「政府」付款，有關款項為算定損害賠償而非罰款，收費率為每日港幣11,490元，直至並包括「署長」根據本文特別條款第(32)條所發出完工證明書訂明的日期每日計收；及
- (ii) 「承批人」未能在本文特別條款第(26)(a)條所訂的日期前以「署長」滿意的方式完成建造「垃圾站」並達致適合使用和運作，「承批人」須由本文特別條款第(26)(a)條訂明的日期翌日開始，向「政府」付款，有關款項為算定損害賠償而非罰款，收費率為每日港幣2,928元，直至並包括「署長」根據本文第(32)條所發出完工證明書訂明的日期每日計收；
- (b) 為免生疑問，現協議及聲明，儘管「政府」收取上述任何算定損害賠償，本文訂明「承批人」仍須履行和遵守的其他責任亦概不免除。

16. 「批地文件」特別條款第(32)條訂明：

- 『(a) 「政府樓宇」或當中任何部分落成後，「承批人」應在十四(14)日內向「署長」提交由「承批人」就該地段發展項目所聘用之認可人士(釋義以《建築物條例》、其任何附屬規例及相關修訂法例所訂為準)簽發的證明書，證明已依照此等「批地條款」建成「政府樓宇」或其任何部分。
- (b) 如「署長」認為(其有關決定將作終論並對「承批人」約束)「政府樓宇」已以其滿意的方式建成並適合佔用及運作，便會就此向「承批人」發出完工證明書。然而，「署長」可全權酌情就其認為已以其滿意的方式建成並適宜佔用及運作的「政府樓宇」部分簽發完工證明書。

- (c) 儘管「署長」簽發完工證明書，本文特別條款第(30)(e)及(37)條訂明「承批人」應有的責任和此等「批地條款」指定其仍須履行及遵守的其他責任亦不會因此免除。』

17. 「批地文件」特別條款第(33)條訂明：

- 『(a) 「承批人」須在「署長」隨時通知時，自費交還空置管有權並不帶任何產權負擔的形式，按「署長」指定向根據《財政司司長法團條例》、其任何附屬規例及相關修訂法例成立為單一法團之「財政司司長法團」(以下簡稱「財政司司長法團」)；如上下文意允許，「財政司司長法團」一詞之釋義包括其繼承人及受讓人)轉讓本特別條款(b)款所訂的不分割份數，以及使用、佔用和享用已根據本文特別條款第(32)條獲簽發完工證明書的「政府樓宇」或其任何部分的專有權，並且連同「署長」指定的通行權、權利、特權和地役權。「承批人」須在「署長」以書面指定的期限內完成相關的一宗或多宗轉讓交易。為免生疑問，「署長」可全權酌情何時要求轉讓「政府樓宇」或其任何部分，並可於本文協定批授的整個年內任何時間提出要求，直至「政府樓宇」整體已根據本特別條款轉讓予「財政司司長法團」為止。
- (b) 依照本特別條款(a)款轉讓予「財政司司長法團」的該地段整體不分割份數數額，將由「署長」根據「政府樓宇」樓面總面積佔現已或將會建於該地段所有建築物樓面總面積之比例釐定。「署長」的有關決定將作終論並對「承批人」約束。
- (c) 「承批人」應在「署長」通知時(不論「承批人」是否根據本特別條款(a)款所訂被要求轉讓)，向「署長」提交或達致他人提交「政府樓宇」或其任何部分的轉讓契約，以供「署長」書面批核。轉讓契約應採取「署長」指定或批准的格式並載明指定條文。
- (d) 「政府樓宇」或其任何部分的轉讓交易完成後，「承批人」應自費向「財政司司長法團」提交一套該地段契約及文件的正本或核證文本，以及由「承批人」律師填妥並簽發證明書核實的「政府樓宇」或其任何部分的轉讓契約「註冊摘要」。於土地註冊處註冊轉讓契約的所有應繳費用，一律由「承批人」獨力承擔。』

18. 「批地文件」特別條款第(34)條訂明：

『「承批人」應以任何性質免付任何費用、代價或款項的方式，依照本文特別條款第(33)條規定向「財政司司長法團」轉讓「政府樓宇」。』

19. 「批地文件」特別條款第(35)條訂明：

『「署長」有權在「承批人」根據本文特別條款第(33)條轉讓「政府樓宇」之前，隨時要求「承批人」交付已根據本文特別條款第(32)條簽發完工證明書的「政府樓宇」或其任何部分的空置管有權。「承批人」接獲「署長」通知時，必須向「政府」交付「政府樓宇」或其任何部分的空置管有權，以供「政府」按照「署長」視為恰當的條款與條件專用、佔用及運作，並且連同「署長」指定的通行權、權利、特權及地役權。』

20. 「批地文件」特別條款第(36)條訂明：

- 『(a) 茲毋損本文特別條款第(37)條之規定，「承批人」必須自費以「署長」全面滿意的方式維修「政府樓宇」及該處各屋宇裝備裝置，以保持其狀況良好，直至本文特別條款第(37)(a)條訂明的「保養期」屆滿為止。
- (b) 於「休憩用地C」根據本文特別條款第(32)條獲簽發完工證明書之後及「承批人」根據本文特別條款第(33)(a)或(35)條轉讓或交付整個「休憩用地C」的空置管有權之前(視乎情況而定)，「承批人」應：

- (i) 維持「休憩用地C」每日24小時(或「署長」批准的其他時段)開放供所有公眾人士免費及暢通無阻地使用及享用，以作所有合法用途，並且以「署長」全面滿意的方式管理「休憩用地C」；及

- (ii) 自費以「署長」滿意的方式在顯眼地點張貼告示，向公眾說明「公眾休憩用地C」開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。

- (c) 於本特別條款，「承批人」一詞之釋義不包括其受讓人。』

21. 「批地文件」特別條款第(37)條訂明：

『(a) 「政府樓宇」及該處各屋宇裝備裝置如有任何下列缺點、失修、不善、故障、失靈或任何其他尚未完成工程(不論乃關乎工藝、物料、設計等)，以致引起或招致任何索償、費用、訴求、收費、損害賠償、訴訟及法律程序，「承批人」須向「政府」及「財政司司長法團」作出賠償並確保彼等免責：

- (i) 在「承批人」交付「公共運輸交匯處」、「小販市場」、「垃圾收集站」及「休憩用地C」管有權當日之前已存在者；及

- (ii) 「承批人」交付「公共運輸交匯處」、「小販市場」、「垃圾收集站」及「休憩用地C」管有權當日後365日內(以下簡稱「保養期」)出現或呈現者。

- (b) 如「署長」或「財政司司長法團」要求，「承批人」必須自費於「署長」或「財政司司長法團」指定的時限內以其指定的標準和方式執行所有維修、修理、修改、重建及糾正工程和其他任何必要工程，以補救及糾正「政府樓宇」或其任何部分和該處各屋宇裝備裝置於「保養期」內出現或呈現的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。除此之外，「承批人」並須自費在「署長」或「財政司司長法團」指定的時限內以其指定的標準和方式執行所有維修、修理、修改、重建及糾正工程和其他任何必要工程，以補救及糾正「政府樓宇」或其任何部分和該處各屋宇裝備裝置於「承批人」交付管有權當日已存在的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。

- (c) 每個「保養期」即將屆滿時，「署長」或「財政司司長法團」將安排檢驗「政府樓宇」相關部分及該處各屋宇裝備裝置，以查找任何明顯的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「署長」或「財政司司長法團」各自保留權利於「保養期」屆滿後十四(14)日內向「承批人」發出「建築瑕疵細目表」，列明「政府樓宇」及該處各屋宇裝備裝置的明顯缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「承批人」須自費安排執行所有必要工程，以在「署長」或「財政司司長法團」指定的時限內，以其指定的標準和方式補救及糾正此等缺失。

- (d) 如「承批人」不執行本特別條款(b)及(c)款所訂的任何工程，「政府」或「財政司司長法團」可自行施工。「承批人」須在接獲通知後支付經「署長」核證(其決定將作終論並對「承批人」約束)為「政府」或「財政司司長法團」因此招致的所有相關費用及收費，另加相等於費用及收費總額百分之二十(20%)的行政費用。

- (e) 「承批人」須向「政府」及「財政司司長法團」發出保證書，承諾該公司無條件及不可撤回地：

- (i) 保證履行本特別條款訂明「承批人」應有的責任；及

- (ii) 向「政府」及「財政司司長法團」賠償彼等因「承批人」違反或不履行本特別條款所訂責任而招致或引起的所有損失、損害賠償、費用、收費、開支及責任。

上述保證須遵從香港法律，並採用「署長」指定或核准的格式，於本「協議」訂立後60天內提交「署長」。

(f) 於本特別條款，「承批人」一詞之釋義不包括其受讓人。』

22. 「批地文件」特別條款第(38)條訂明：

『「承批人」應遵照「工程規格附表」規定，盡快並在交付「政府樓宇」或其任何部分的管有權當日八(8)星期內自費向「署長」提交所有相關的文件、圖則及材料。』

23. 「批地文件」特別條款第(39)條訂明：

『(a) 「承批人」應在本文協定批授的整個年期內，自費以「署長」全面滿意的方式維修以下項目(以下簡稱「該等物件」)：

(i) 「政府樓宇」的外部飾面及「政府樓宇」內、四周、其上及其下所有牆、柱、樑、天花、天台樓板、行車路、樓板結構及任何其他結構件；

(ii) 所有供「政府樓宇」及該地段其餘發展項目使用的電梯、自動扶梯和樓梯；

(iii) 屬於「政府樓宇」及該地段其餘發展項目的系統一部分之所有屋宇裝備裝置、機器及設備(包括但不限於手提式及非手提式消防裝置與設備)；

(iv) 「政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統；及

(v) 所有其他供「政府樓宇」及該地段其餘發展項目使用的公共部分及設施。

(b) 如「承批人」不維修「該等物件」而招致或引起任何責任、損害賠償、開支、索償、費用、索求、收費、訴訟及法律程序，「承批人」將向「政府」及「財政司司長法團」作出賠償並確保彼等免責。

(c) 於本特別條款，「承批人」之釋義不包括「財政司司長法團」。

G. 公契中關於各項設施和休憩用地及該土地各部分的條文

1. 《公契及管理協議》(「公契」)第1.1條訂明：

『於「本契約」，如上下文意允許或規定，以下詞語將具以下釋義：

「行人天橋部分」

指「政府批地書」特別條款第(21)(a)(i)條所載的一段單層有蓋行人天橋，現於本文所夾附經「認可人士」核證準確的DMC-007及DMC-008圖則標明為FOOTBRIDGE PORTION以資識別；

「政府樓宇」

統指「政府批地書」特別條款第(26)條所載的「公共運輸交匯處」、「小販市場」、「垃圾站」及「休憩用地C」，包括固定照明裝置、通風裝置、抽氣管道和道路表面或樓面，但不包括電梯、自動扶手、樓梯、機器、設備及地政總署署長依照「政府批地書」准許而並非該處專用的其他設施、牆、柱、樑、天花、天台樓板、行車路或樓板及任何其他結構件，連同地政總署署長全權酌情指定供該處專用的其他地方、設施、服務及裝置，現於本文所夾附經「認可人士」核證準確的DMC-001至DMC-007及

DMC-031圖則以粉紅色間黑交叉線、粉紅色加黑點、粉紅色間黑斜線三角區和啡粉紅色間黑斜線加紅虛線邊框顯示以資識別；

「綠色範圍」

指「政府批地書」特別條款第(5)(a)(i)(I)條所載的「綠色範圍」，現於「政府批地書」所夾附註明為「圖則I」以綠色顯示；

「綠色範圍構築物」

指地政總署署長全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物，於「政府批地書」特別條款第(5)(a)(i)(II)條載明及界定為「綠色範圍構築物」；

「小販市場」

指「政府批地書」特別條款第(26)(a)(ii)條所載及界定的「小販市場」，現於本文所夾附經「認可人士」核證準確的DMC-002、DMC-004、DMC-005、DMC-006及DMC-031圖則以粉紅色加黑點顯示以資識別；

「該等物件」

指「政府批地書」第(39)(a)條特別條款所載的「該等物件」，即：

(a) 「政府樓宇」的外部飾面及「政府樓宇」內、四周、其上及其下所有牆、柱、樑、天花、天台樓板、行車路或樓板結構及任何其他結構件；

(b) 所有供「政府樓宇」及「發展項目」其餘部分使用的電梯、自動扶梯及樓梯；

(c) 屬於「政府樓宇」及「發展項目」其餘部分的系統一部分之所有屋宇裝備裝置、機器及設備(包括但不限於手提式及非手提式消防裝置與設備)；

(d) 「政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統；及

(e) 所有其他供「政府樓宇」及「發展項目」其餘部分使用的公共部分及設施；

「小販市場客貨上落停車位」

指供「小販市場」及「商業樓宇」相關貨車裝卸的車位，現於本文所夾附經「認可人士」核證準確的DMC-001圖則以橙色間紅交叉線顯示並標明為For Hawker Bazaar以資識別；

「休憩用地A」

指「政府批地書」特別條款第(24)(a)(i)條載明及界定的「休憩用地A」，現於本文所夾附經「認可人士」核證準確的DMC-003至DMC-005圖則以啡橙色間黑斜線加紅虛線邊框顯示以資識別。「休憩用地A」屬於「商業樓宇」一部分；

「休憩用地B」

指「政府批地書」特別條款第(24)(a)(ii)條載明及界定的「休憩用地B」，現於本文所夾附經「認可人士」核證準確的DMC-007圖則以橙色間黑斜線加紅虛線邊框顯示以資識別。「休憩用地B」屬於「商業樓宇」一部分；

「休憩用地C」

指「政府批地書」特別條款第(26)(a)(iv)條載明及界定的「休憩用地C」，現於本文所夾附經「認可人士」核證準確的DMC-003圖則以啡粉紅色間黑斜線加紅虛線邊框顯示以資識別。「休憩用地C」屬於「政府樓宇」一部分；

「行人通道」

指「政府批地書」特別條款第(19)(a)條載明及界定的分段行人路或行人道(連同樓梯、斜路、照明裝置、自動扶梯及傷殘人士電梯)的「行人通道」，現於本文所夾附經「認可人士」核證準確的DMC-002至DMC-007圖則以靛藍色間黑斜線三角區及橙色間黑斜線三角區顯示以資識別；

「粉紅色間藍斜線範圍」

指「政府批地書」特別條款第(23)(a)條所載的「粉紅色間藍斜線範圍」，現於「政府批地書」所夾附圖則以粉紅色間藍斜線顯示；

「粉紅色間藍斜線範圍構築物」

統指：

(a) 地政總署署長全權酌情為必要的下水道、污水渠、排水渠、行人路或其他構築物，於「政府批地書」特別條款第(23)(b)(i)(II)條載明及界定為「粉紅色間藍斜線範圍構築物」；及

(b) 任何事前獲地政總署署長根據「政府批地書」特別條款第(23)(a)條書面同意後興建的任何構築物，即「政府批地書」特別條款第(23)(l)條界定的「核准構築物」；

「公共運輸交匯處」

指「政府批地書」特別條款第(26)(a)(i)條載明及界定的「公共運輸交匯處」，由一個公共小巴總站、一個專線小巴總站和一個專營巴士總站組成，現於本文所夾附經「認可人士」核證準確的DMC-003至DMC-007圖則以粉紅色間黑交叉線顯示以資識別；

「垃圾站」

指「政府批地書」特別條款第(26)(a)(iii)條載明及界定的「垃圾站」，現於本文所夾附經「認可人士」核證準確的DMC-001、DMC-002、DMC-003、DMC-004、DMC-005及DMC-031圖則以粉紅色間黑斜線三角區顯示以資識別；

2. 「公契」第2.7(h)條訂明：

『(h) 「小販市場」「業主」、其租客、傭工、代理、獲邀人士及受許可人擁有全權和自由權(與「管理人」及其他享有同等權利之人士共享)通行、進出、往返及使用「發展項目停車場公用地方及設施」，以作完善使用及享用「小販市場客貨上落停車位」的所有用途。』

3. 「公契」第2.8(c)條訂明：

『(c) 「商業部分」「業主」必須：

- (i) 自費在「小販市場」「業主」不時以書面通知的「小販市場」正常合理營業時間，免費為「小販市場」提供「小販市場」「業主」滿意的中央冷氣服務；
- (ii) 確保在上述的「小販市場」營業時間內，時刻保持充足的新鮮空氣不間斷地流通和抽氣完善；
- (iii) 應「小販市場」「業主」要求免費提供五(5)套為「小販市場」供應中央冷氣服務的中央冷氣系統(以下統稱「小販市場中央冷氣系統」)竣工圖或改裝圖(視乎情況而定)；
- (iv) 自費以「小販市場」「業主」全面滿意的方式維修及修理「小販市場中央冷氣系統」。倘「商業部分」「業主」並未執行「小販市場中央冷氣系統」的維修及修理工程，「小販市場」「業主」有權於任何合理時間，不論獨自或聯同工程師、測量師、承辦商、工人及其他

人等或攜帶機器、設備、物料及機械與否，執行和完成「小販市場中央冷氣系統」的修理或維修工程(包括但不限於檢查、檢驗、安裝、修理、維修及更換)，而「商業部分」「業主」須承擔並向「小販市場」「業主」支付及/或償付「小販市場」「業主」不時因其不執行維修或修理工程而招致或將會招致之所有合理的實際費用與開支；

(v) 自費維持投購保單，並在保單上註明「小販市場」「業主」的相關權益，以保障「小販市場中央冷氣系統」因火警、地震、不可抗力事件、天災或任何其他災難導致之所有損失、損害或破壞，投保額為不時全面重置價值或恢復費用，包括建築師、測量師、工程師和任何其他專業費用，以及包括拆卸費用(如有者)，並且為估計通脹及以下(vi)段所載責任引起的索償作充分準備；

(vi) 就「小販市場」「業主」、其人員及工人因以下情況招致或蒙受的所有開支、責任、損失、索償、需索、訴訟或法律程序承擔責任：

(A) 「商業部分」「業主」、其僱員、工人及承辦商因應「恢復工程」(定義見下文但書第(7)條)或日常運作或維修「小販市場中央冷氣系統」作出任何行為或漏作行為所致或在此過程中導致任何人士身體損傷或死亡；及

(B) 只要是可歸因於「商業部分」「業主」、其傭工、工人及承辦商因應「恢復工程」或日常運作或維修「小販市場中央冷氣系統」所作行為或漏作行為又或在此過程中引致的財物損失或損壞，

然而：

(1) 遵從以下但書第(2)條之規定，「商業部分」「業主」可於事前向「小販市場」「業主」發出合理的書面通知(緊急或故障情況毋須通知)，以暫停供應中央冷氣服務，以便進行「小販市場中央冷氣系統」或當中任何部分的保養、維修、修理、更新、改善或更換工程；

(2) 倘8號颱風訊號懸掛時「商業部分」「業主」為安全起見暫停供應「小販市場」對上「商業部分」範圍的中央冷氣服務，「商業部分」「業主」亦可酌情以安全為由暫停「小販市場」的中央冷氣服務；

(3) 如因以上但書第(1)及(2)條所載事故暫停冷氣導致「小販市場中央冷氣系統」於任何一段時間無法正常運作，「商業部分」「業主」毋須向「小販市場」「業主」作出任何賠償，惟「商業部分」「業主」須確保「小販市場」於營業時間內時刻保持充足的新鮮空氣不間斷地流通和抽氣完善；

(4) 倘「小販市場中央冷氣系統」並非因「商業部分」「業主」的錯失或疏忽而引致、導致或造成操作不善、暫停或故障，以令「小販市場」「業主」或任何其他人士招致、蒙受或承受任何利潤損失或業務損失，「商業部分」「業主」(包括其傭工及代理)於任何情況下均毋須就此向「小販市場」「業主」承擔責任，惟「商業部分」「業主」須確保「小販市場」於營業時間內時刻保持充足的新鮮空氣不間斷地流通和抽氣完善；

(5) 「商業部分」「業主」有權在事前徵取「小販市場」「業主」批准後(緊急情況除外)，不論獨自或聯同工人或攜帶機器、設備及物料與否，進入「小販市場」執行「小販市場中央冷氣系統」的任何相關工程(包括但不限於安裝、修理、維修、更換、改善、定期檢查及檢驗)，倘對「小販市場」造成任何損壞則須全數承擔所有費用與開支；

(6) 「財政司司長法團」、食物環境衛生署及「小販市場」業主均無須就「小販市場中央冷氣系統」及/或其相關器材及設備造成的損害承擔賠償責任；

(7) 「小販市場」業主有權隨時要求「商業部分」業主建造、提供、改造、修復和還原「小販市場中央冷氣系統」至「政府批地書」所夾附「工程規格附表」列明的情況及狀況(「恢復工程」)，「商業部分」業主須自費以「小販市場」業主滿意的方式在「小販市場」業主指定的合理期限或其批准的延長期限內執行和完成「恢復工程」。「小販市場」業主如上作出要求時，第2.8(c)條訂明「商業部分」業主為「小販市場」提供中央冷氣服務的責任將即時停止及終止；及

(8) 如「小販市場」不再由「財政司司長法團」擁有，

(1) 「商業部分」業主可繼續(但不再受制於本第2.8(c)條訂明的責任)以「商業部分」業主與「小販市場」業主協定的條款(包括規定「小販市場」向「商業部分」業主支付所有設置成本、費用、開支、資本開支及行政費等)向「小販市場」提供任何中央冷氣服務；及

(2) 如「商業部分」業主決定終止向「小販市場」供應中央冷氣服務，「商業部分」業主應准許「小販市場」業主在其免費為「小販市場」安裝的現有「小販市場中央冷氣系統」所在的相同位置和範圍安裝及其後修理、維修、更換及拆卸其自置的中央冷氣系統，惟「小販市場」業主必須遵守「商業部分」業主不時制訂的合理規定及指示。』

4. 「公契」第2.8(d)條訂明：

『(d) (i) 「商業部分」業主應准許「小販市場」估用人免費充分地使用「小販市場客貨上落停車位」，以供「小販市場」的相關貨車裝卸貨物，惟「小販市場」業主有權指定和決定「小販市場客貨上落停車位」的提供使用是否充分；

(ii) 如「小販市場」業主不時合理地認為「小販市場客貨上落停車位」不足以應付「小販市場」估用人的貨車裝卸需要，「商業部分」業主須向「小販市場」業主提供合理設施以供貨車裝卸貨物；及

(iii) 「商業部分」業主應允許「小販市場」估用人免費使用「商業部分」的必要範圍，以沿着本文所夾附經「認可人士」核證準確的DMC-001及DMC-002圖則以黑色虛線顯示的路線，在(1)「小販市場」與(2)「小販市場客貨上落停車位」之間送遞貨物，

「小販市場」估用人使用「小販市場客貨上落停車位」及「商業部分」，必須遵守和遵從「商業部分」業主的合理指示和規例及「停車場規則」。』

5. 「公契」第2.8(f)條訂明：

『(f) 「商業部分」業主應依照「政府批地書」特別條款第(21)(g)條負責維修及管理「行人天橋部分」，並須承擔實際供「行人天橋部分」使用的設施或服務之管理及維修費用。』

6. 「公契」第2.8(g)(i)條訂明：

(g)(i) 「商業部分」業主應准許進入「公共運輸交匯處」的公共交通工具(「公共運輸工具」)乘客免費暫時使用

「排隊地方」，以在「發展項目」一樓的「公共運輸交匯處」運作時間排隊等候登上「公共運輸工具」。』

7. 「公契」第2.9條訂明：

『(a) 「財政司司長法團」應負責維修及管理「政府樓宇」(不包括「該等物件」)，但毋須負責維修和管理「發展項目」其餘部分。

(b) 儘管有以上(a)款之規定，「管理人」須應「政府樓宇」業主的的要求維修「政府樓宇」專用的服務、設施及裝置，並可獲償付此等維修工程的費用，但施工前「管理人」必須提交成本估算連同支持文件及「政府樓宇」業主視為必要的任何其他相關資料，經由「業主」以書面批核估算費用，「管理人」方可展開維修工程。

(c) 「財政司司長法團」有權隨時更改或修改「政府樓宇」的用途，而毋須徵取「第一業主」、其他「業主」或「管理人」批准或同意。

(d) 「財政司司長法團」並無責任分擔關乎「發展項目」其餘部分的「管理開支」，特別毋須負責攤付「公用地方及設施」和「該等物件」的管理及維修費用。

(e) 「財政司司長法團」毋須承擔責任支付「特別基金」款項、管理費按金、資本設備基金、廢料清理費、保險保費、遲繳或欠繳管理和維修費的罰息及罰款或同類款項。

(f) 如政府產業署署長以書面要求，「管理人」須免費向「財政司司長法團」提供季度賬目、經審核報告及預算案，以說明各項招致/預算的開支。

(g) 上述賬目、報告、預算案、通知及付款通知書應免費以預付郵費方式郵寄或手遞至香港灣仔告士打道五號稅務大樓31樓政府產業署的政府產業署署長，或送遞至「財政司司長法團」以書面通知「管理人」的其他指定人士及地址。

(h) 如「政府樓宇」業主須就任何事宜徵取「管理人」同意，「管理人」不可無理拒絕，並須免費辦理同意書。

(i) 任何「業主」(包括「第一業主」)均不可代表「財政司司長法團」與「政府」交涉處理任何直接影響「政府樓宇」的事項。』

8. 「公契」第4.6(o)條訂明：

『年度預算案應涵蓋「公用地方及設施」、「該等物件」、「綠色範圍」、「綠色範圍構築物」、「粉紅色間藍斜線範圍」及「粉紅色間藍斜線範圍構築物」的「管理開支」，茲毋損前文之一般規定其中包括：

...

(o) 根據「本契約」及/或遵照「政府批地書」修理、維修和管理「該等物件」、「綠色範圍」、「綠色範圍構築物」、「粉紅色間藍斜線範圍」及「粉紅色間藍斜線範圍構築物」的費用，以及依照「政府批地書」規定拆卸及清拆「粉紅色間藍斜線範圍構築物」的費用；及

...』

9. 「公契」第4.7條訂明：

『年度預算案應分為以下各部分：

- (a) 第一部分涵蓋「管理人」認為(其決定如無重大錯誤將作終論)是本著全體「業主」利益而花費，或是完善管理「該土地」及「發展項目」、「發展項目公用地方及設施」、「該等物件」、「綠色範圍」、「綠色範圍構築物」、「粉紅色間藍斜線範圍」及「粉紅色間藍斜線範圍構築物」所需的所有開支。
- (b) 第二部分涵蓋「管理人」認為(「管理人」之決定如無重大錯誤將作終論)是具體關乎「住宅公用地方及設施」的所有開支。
- (c) 第三部分涵蓋「管理人」認為(「管理人」之決定如無重大錯誤將作終論)是具體關乎「發展項目停車場公用地方及設施」的所有開支。
- (d) 第四部分涵蓋「管理人」認為(「管理人」之決定如無重大錯誤將作終論)是具體關乎「住宅停車場公用地方及設施」的所有開支。
- (e) 第五部分涵蓋「管理人」認為(「管理人」之決定如無重大錯誤將作終論)是具體關乎「商業公用地方及設施」的所有開支。

然而：

- (1) 倘「發展項目」任何部分已訂立「公契分契」而任何地方及設施根據「公契分契」劃為公用地方及設施，以致成為「公用地方及設施」一部分(現已劃定的「公用地方及設施」除外)，「管理人」應在年度預算案另設新欄目，列明「管理人」認為乃具體關乎此等公用地方及設施的所有估計開支。有關開支由「發展項目」該部分的「業主」承擔；及
- (2) 只要事前獲「業主委員會」(或「業主立案法團」(如已成立者))書面批准，如「管理人」認為任何已採納的年度預算案及/或已採納的年度預算案個別部分依照「本契約」規定評定的「管理開支」分擔數額，可能不公平或不公正地導致或引起「發展項目」任何部分的「業主」繳付太多或太少攤付款項，「管理人」有權按照其認為恰當的方式(必須遵從「本契約」所訂適用於草擬年度預算案、年度預算案及修訂年度預算案的程序)，修改任何已採納的年度預算案，同時擬備循上述方式修訂的新預算案。經修訂的預算案(如無明顯錯誤)將對全體「業主」約束。「管理人」如上釐定每名「業主」應分擔的金額將作終論(如無明顯錯誤)，並對所有「業主」約束。』

10. 「公契」第5.2(j)條訂明：

『茲毋損本文所訂「管理人」擁有其他明確權力的一般規定，「管理人」亦有權力：

...

- (j) 遵照「本契約」及「政府批地書」規定維修、管理和修理「該等物件」、「綠色範圍」、「綠色範圍構築物」、「粉紅色間藍斜線範圍」及「粉紅色間藍斜線範圍構築物」的費用，以及依照「政府批地書」規定拆卸和清拆「粉紅色間藍斜線範圍構築物」。』

11. 「公契」第10.12條訂明：

『儘管本文有任何規定及直至「綠色範圍」的估管權確實或被視作遵照「政府批地書」交還「政府」為止，「管理人」應依照「政府批地書」特別條款第(5)(a)(iii)條規定，負責維修「綠色範圍」、「綠色範圍構築物」及在該處建造、安裝和提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，而「業主」應負責

「綠色範圍」、「綠色範圍構築物」及該處其他構築物的維修和修理費用與開支，猶如乃「公用地方及設施」一部分。』

12. 「公契」第10.13條訂明：

『儘管本文有任何規定及直至整體「粉紅色間藍斜線範圍」遵照「政府批地書」交還「政府」為止，「管理人」應依照「政府批地書」特別條款第(23)(b)(iii)條規定，負責管理、維修和修理「粉紅色間藍斜線範圍」、「粉紅色間藍斜線範圍構築物」及在該處建造、安裝和提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，而「業主」應負責「粉紅色間藍斜線範圍」、「粉紅色間藍斜線範圍構築物」及該處其他構築物的管理、維修和修理費用與開支，猶如乃「公用地方及設施」一部分。』

13. 「公契」第10.14條訂明：

『(a) 「商業樓宇」「業主」應自費以地政總署署長全面滿意的方式保養、維修、修理和管理「休憩用地A」及「休憩用地B」連同該處的所有物件。

(b) 茲毋損(a)款之一般規定，「商業樓宇」「業主」應：

- (i) 維持「休憩用地A」每日24小時(或地政總署署長批准的其他時段)開放供所有公眾人士免費及暢通無阻地使用與享用，以作所有合法用途；
- (ii) 維持「休憩用地B」在早上九時至晚上十時(或地政總署署長批准的其他時段)開放供所有公眾人士免費及暢通無阻地使用與享用，以作所有合法用途；
- (iii) 允許所有公眾人士於(b)(i)及(b)(ii)款分別指明的開放時間內，隨時步行或乘坐輪椅通行、進出及往返「休憩用地A」及「休憩用地B」或其任何部分，從而進出「休憩用地C」；及
- (iv) 自費以地政總署署長滿意的方式在顯眼地點張貼告示，向公眾說明「休憩用地A」及「休憩用地B」開放供所有公眾人士使用，並列明開放時間及地政總署署長不時指定的其他相關資料。

(c) 「商業樓宇」「業主」應依照「政府批地書」特別條款第(24)(b)條規定負責維修和管理「休憩用地A」及「休憩用地B」，以及支付實際供「休憩用地A」及「休憩用地B」使用的設施和服務之管理及維修費用。』

14. 「公契」第10.16條訂明：

『(a) 「業主」(「財政司司長法團」除外)應自費以地政總署署長全面滿意的方式維修「該等物件」。

(b) 「管理人」將執行「該等物件」的管理及維修工作。倘因「管理人」或「業主」(「財政司司長法團」除外)不管理或不維修「該等物件」招致或引起任何性質的責任、損害、開支、索償、費用、訴求、收費、訴訟及法律程序，「業主」(「財政司司長法團」除外)須向「政府」及「財政司司長法團」作出賠償並確保彼等免責。』

15. 「公契」第10.17條訂明：

『(a) 「業主」(作為「政府樓宇」「業主」之「財政司司長法團」除外)應遵照「政府批地書」特別條款第(19)(b)條規定，自費管理和維修位於「發展項目公用地方及設施」範圍內的「行人通道」。如「行人通道」任何部分位於「商業樓宇」範圍內，「商業樓宇」「業主」須遵照「政府批地書」

特別條款第(19)(b)條規定，獨力承擔責任並自費管理及維修位於「商業樓宇」範圍內的「行人通道」部分。

- (b) 「業主」(作為「政府樓宇」「業主」之「財政司司長法團」除外)及「商業樓宇」「業主」(視乎情況而定)應每日24小時(或地政總署署長批准的其他時段)保持「行人通道」開放供所有公眾人士免費及暢通無阻地步行或乘坐輪椅通行，以便經由「行人通道」沿「行人天橋部分」通行及往返(i)協和街、(ii)「休憩用地A」、(iii)「休憩用地B」及(iv)「政府樓宇」。

16. 「公契」第二附錄A部分第3條訂明：

『「財政司司長法團」、其租戶、租客、受許可人及獲其授權的人等和「政府樓宇」現任「業主」及佔用人均可享有以下權利、特權和地役權之利益，而行使以下權利、特權及地役權一律毋須「管理人」准許、批准或同意：

- (a) 「政府樓宇」有權獲得上下四方之庇護、支撐及保護；
- (b) 有權時刻透過現時或「政府批地書」生效期間鋪設於「該土地」及「發展項目」任何部分或在該處越過的溝渠、污水渠、排水渠、排煙管、管道、管槽、水道、電纜、水管、電線及其他導體而享用接駁至「政府樓宇」的暢通及不間斷氣體、電力、食水、污水排放、冷氣、電話及各類其他服務；
- (c) 有權隨時按其全權酌情，自費更改、改道、改動、重鋪或恢復任何專為「政府樓宇」或其任何部分而設的服務與設施(以下簡稱「政府樓宇服務」)，而毋須向任何其他「業主」或「管理人」繳付任何費用。但進行上述「政府樓宇服務」的更改、改道、改動、重鋪或恢復工程時，必須採取適當和充足的防護及預防措施，以確保不會損壞「該土地」內供「政府樓宇」以外「發展項目」所有其他部分使用的服務及設施；
- (d) 有權通行、進出、往返及使用任何「公用地方及設施」和享受任何「公用地方及設施」的利益，以作關乎其完善使用及享用「政府樓宇」或其任何部分之所有用途；
- (e) 有權在所有合理時間不論聯同測量師、承辦商、工人和其他人等或駕車或攜帶機械、設備、物料及機器與否，進入「該土地」或「發展項目」任何部分，以便在「政府樓宇」或其任何部分持續執行或進行維修、修理、加建及改建工程，並且進行「政府樓宇服務」或其任何部分之維修、修理、加建、改道、改建、重鋪及恢復工程；
- (f) 按地政總署署長規定，享有暢通無阻進出「政府樓宇」或其任何部分的通行權；
- (g) 行使專有權，以「財政司司長法團」視為適當的方式，在「政府樓宇」或其任何部分範圍內及邊界周圍的牆、柱及其他構築物安裝、搭建、展示、陳列、維修、修理、拆除及更新招牌和廣告，並且享有通行權，可不論聯同測量師、承辦商、傭工、工人及其他人等或駕車或攜帶機械、設備、機器及物料與否，越過「該土地」或其任何部分或「發展項目」任何部分，以便檢驗、安裝、搭建、展示、陳列、維修、修理、拆除及更新此等招牌和廣告；
- (h) 享有裝設於「政府樓宇」的照明管槽、消防、通風及其他服務設施、設備、裝置、固定裝置、輔助工程，以及安裝於天台樓板、牆及其他結構件上的機器及物料的通行權；
- (i) 有權更改及運作位於「政府樓宇」內、周圍、其上及其下的牆、柱、樑、天花、天台樓板、行車路或樓板及其他結構件而專供「政府樓宇」或其任何部分使用與享用的附加服務，以及享有相關的通行權，可不論聯同測量師、承辦商、傭工、工人及其他人等或駕車或攜帶機械、設備、機器及物料

與否，越過「該土地」或其任何部分或「發展項目」任何部分；及

- (j) 地政總署署長視為必要或恰當的其他權利、特權和地役權。』

17. 「公契」第二附錄B部分第1(e)條訂明：

『「業主」擁有的每份「不分割份數」及持有、使用、佔用與享用其處所之專有權均遵從下列權利和特權：

...

- (e) 所有公眾人士每日24小時(或地政總署署長批准的其他時段)均可免費及暢通無阻地步行或乘坐輪椅通行位於「公用地方及設施」範圍內的「行人通道」，以便經由「行人通道」沿「行人天橋部分」通行及往返(i)協和街、(ii)「休憩用地A」、(iii)「休憩用地B」及(iv)「政府樓宇」；及

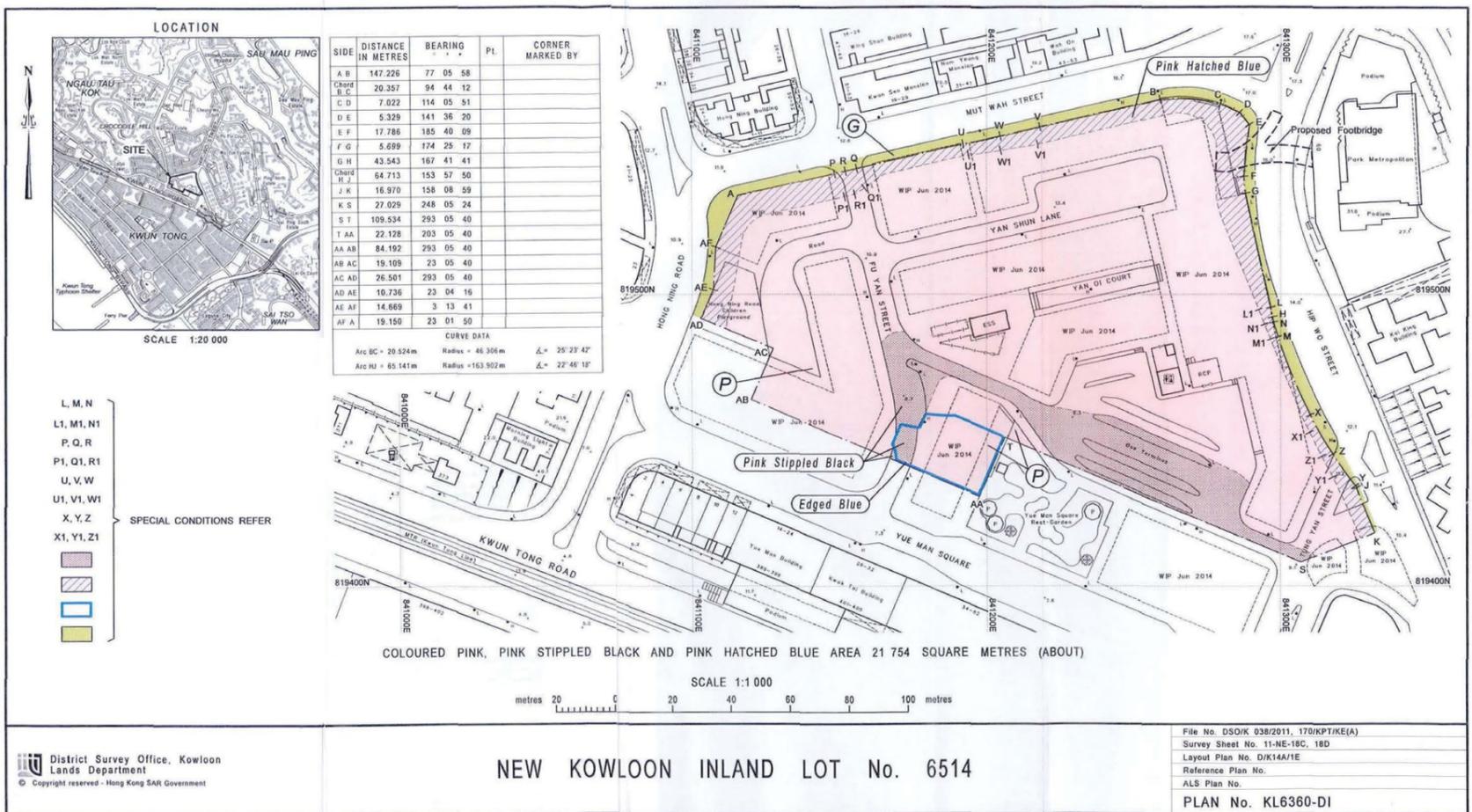
...』

18. 「公契」第二附錄B部分第2(a)、(b)、(c)、(d)及(f)條訂明：

『持有「商業樓宇」的「業主」須遵從下列權利及特權：

- (a) 所有公眾人士均有權時刻在第10.14(b)(i)及10.14(b)(ii)條分別列明的開放時間步行或乘坐輪椅通行、進出及往返「休憩用地A」及「休憩用地B」或其任何部分，以便通往「休憩用地C」；
- (b) 所有公眾人士均有權每日24小時(或地政總署署長批准的其他時段)免費及暢通無阻地步行或乘坐輪椅使用「商業部分」範圍內的「行人通道」，以便經由「行人通道」沿「行人天橋部分」通行及往返(i)協和街、(ii)「休憩用地A」、(iii)「休憩用地B」及(iv)「政府樓宇」；
- (c) 當發生緊急事故以致車輛沿行車道通往地下「公共運輸交匯處」的出入通道堵塞，及/或緊急救援車輛往/返「發展項目公用地方及設施」與協和街受阻，「公共運輸交匯處」「業主」、其真正來賓、訪客或獲邀人士可行使臨時權利，使用「商業樓宇」地下及地下高層的行車道及/或緊急救援車輛通道，以便車輛在上述緊急情況下進出地下「公共運輸交匯處」以往返康寧道；
- (d) 當發生緊急事故以致車輛沿行車道通往一樓「公共運輸交匯處」的出入通道堵塞，及/或緊急救援車輛往/返「發展項目公用地方及設施」與物華街受阻，「公共運輸交匯處」「業主」、其真正來賓、訪客或獲邀人士可行使臨時權利，使用「商業樓宇」一樓的行車道及/或緊急救援車輛通道，以便車輛在上述緊急情況下進出一樓「公共運輸交匯處」以往返協和街；
- ...
- (f) 「小販市場」佔用人有權按照第2.8(d)條規定免費使用「商業部分」的必要範圍，以在「小販市場」與「小販市場客貨上落停車位」之間送遞貨物。』

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



- PINK STIPPLED BLACK 粉紅色加黑點
- PINK HATCHED BLUE 粉紅色加藍色斜線

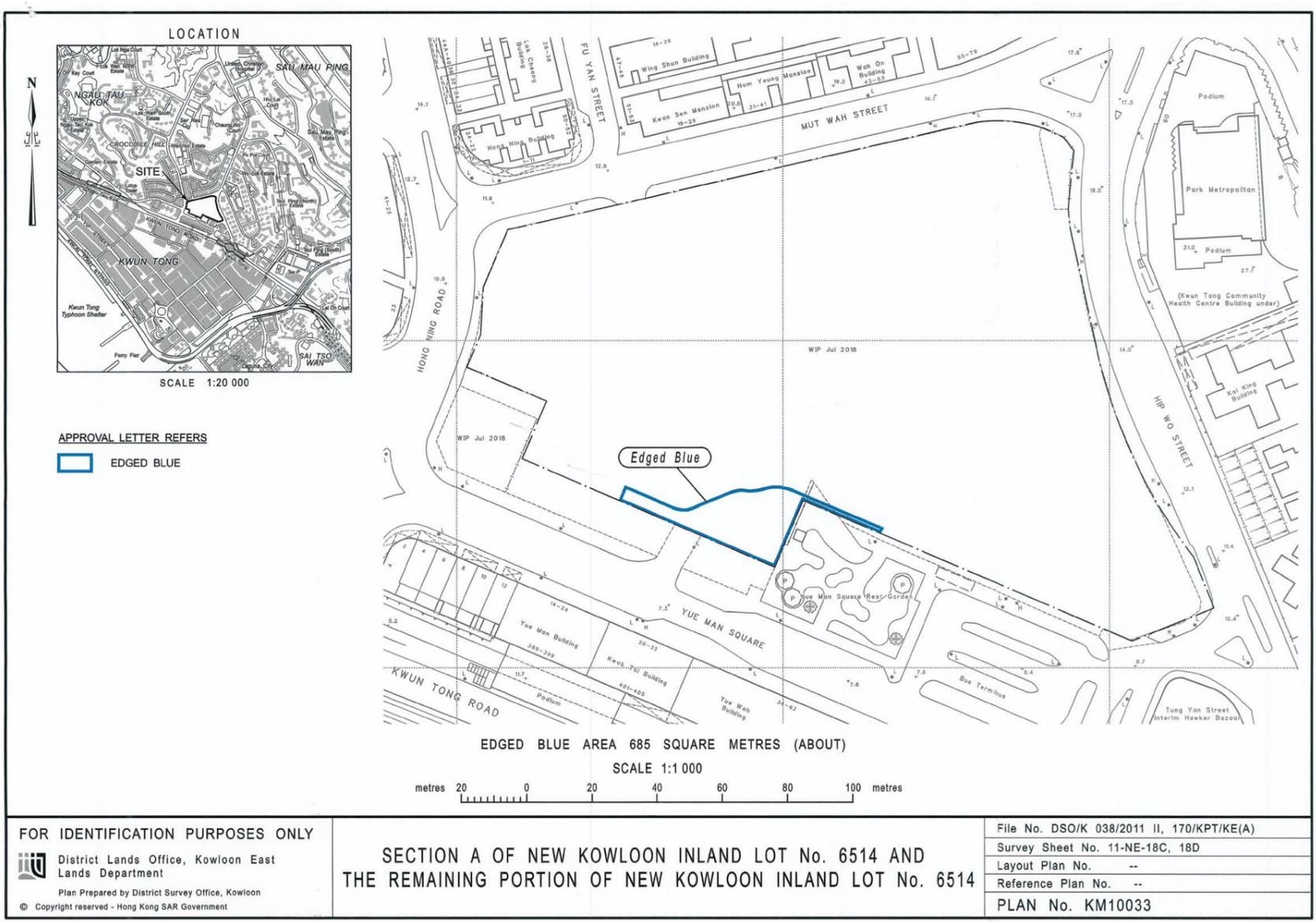
- EDGED BLUE 藍色邊
- GREEN 綠色

Notes:

1. This plan is extracted from plan annexed to the Land Grant.
2. It is not practicable to show the Green Area Structures, the Pink Hatched Blue Area Structures and Items on the plan.

備註:

1. 此圖摘錄自附於批地文件的圖則。
2. 在切實可行範圍內未能於上圖顯示綠色區域構築物、粉紅色加藍色斜線構築物及該等物件。



- EDGED BLUE 藍色邊

Notes:

This plan is extracted from plan annexed to the Approval Letter dated 2 October 2018.

備註:

此圖摘錄自附於2018年10月2日的批准書的圖則。

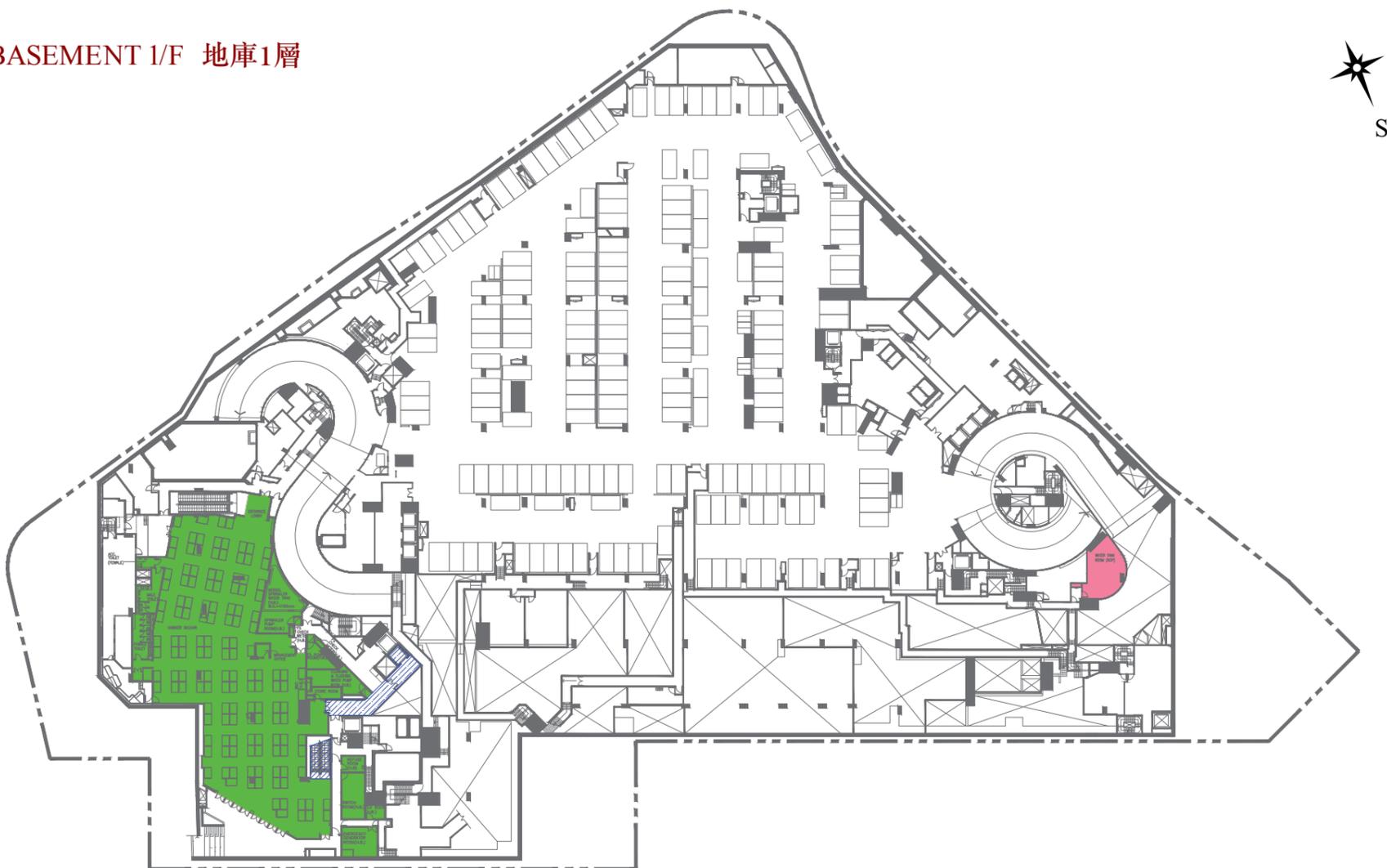
INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES  
公共設施及公眾休憩用地的資料

PLANS SHOWING PEDESTRIAN LINK, FOOTBRIDGE PORTION AND PUBLIC OPEN SPACE  
顯示行人通道、行人天橋部分及公眾休憩用地的平面圖

BASEMENT 2/F 地庫2層



BASEMENT 1/F 地庫1層

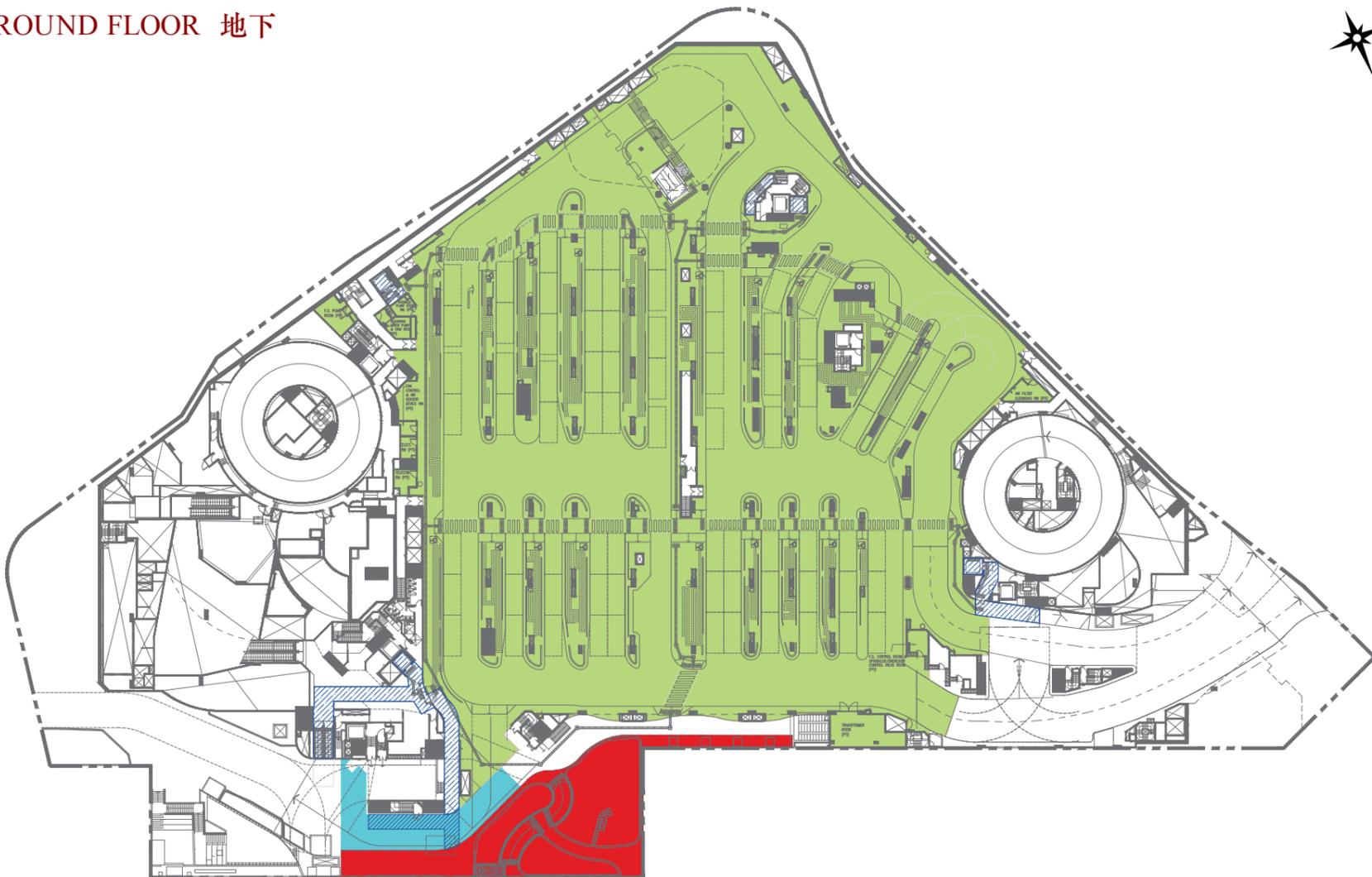


-  PEDESTRIAN LINK 行人通道
-  HAWKER BAZAAR 小販市場
-  REFUSE COLLECTION POINT 垃圾收集站

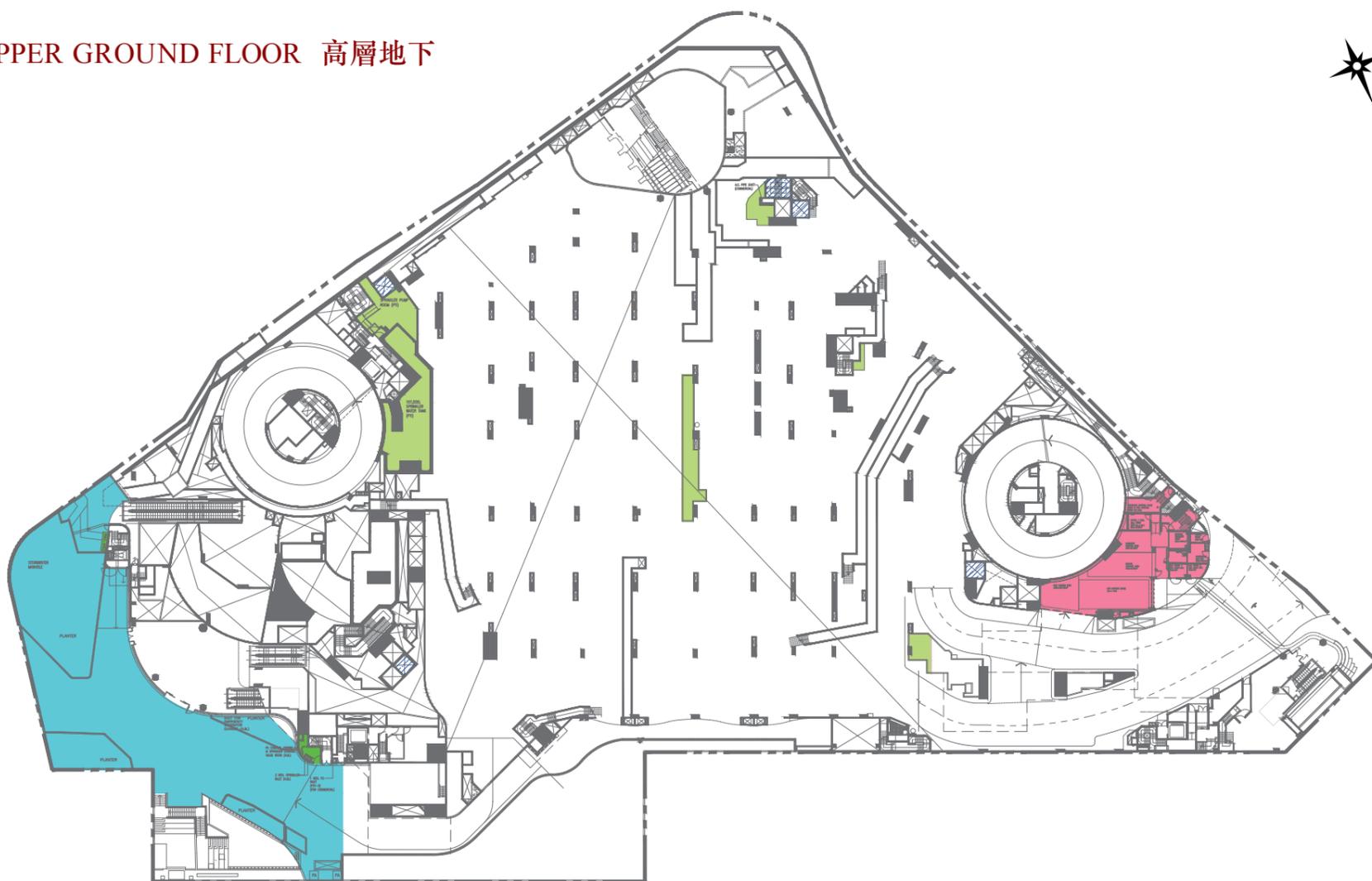
INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES  
 公共設施及公眾休憩用地的資料

PLANS SHOWING PEDESTRIAN LINK, FOOTBRIDGE PORTION AND PUBLIC OPEN SPACE  
 顯示行人通道、行人天橋部分及公眾休憩用地的平面圖

GROUND FLOOR 地下



UPPER GROUND FLOOR 高層地下

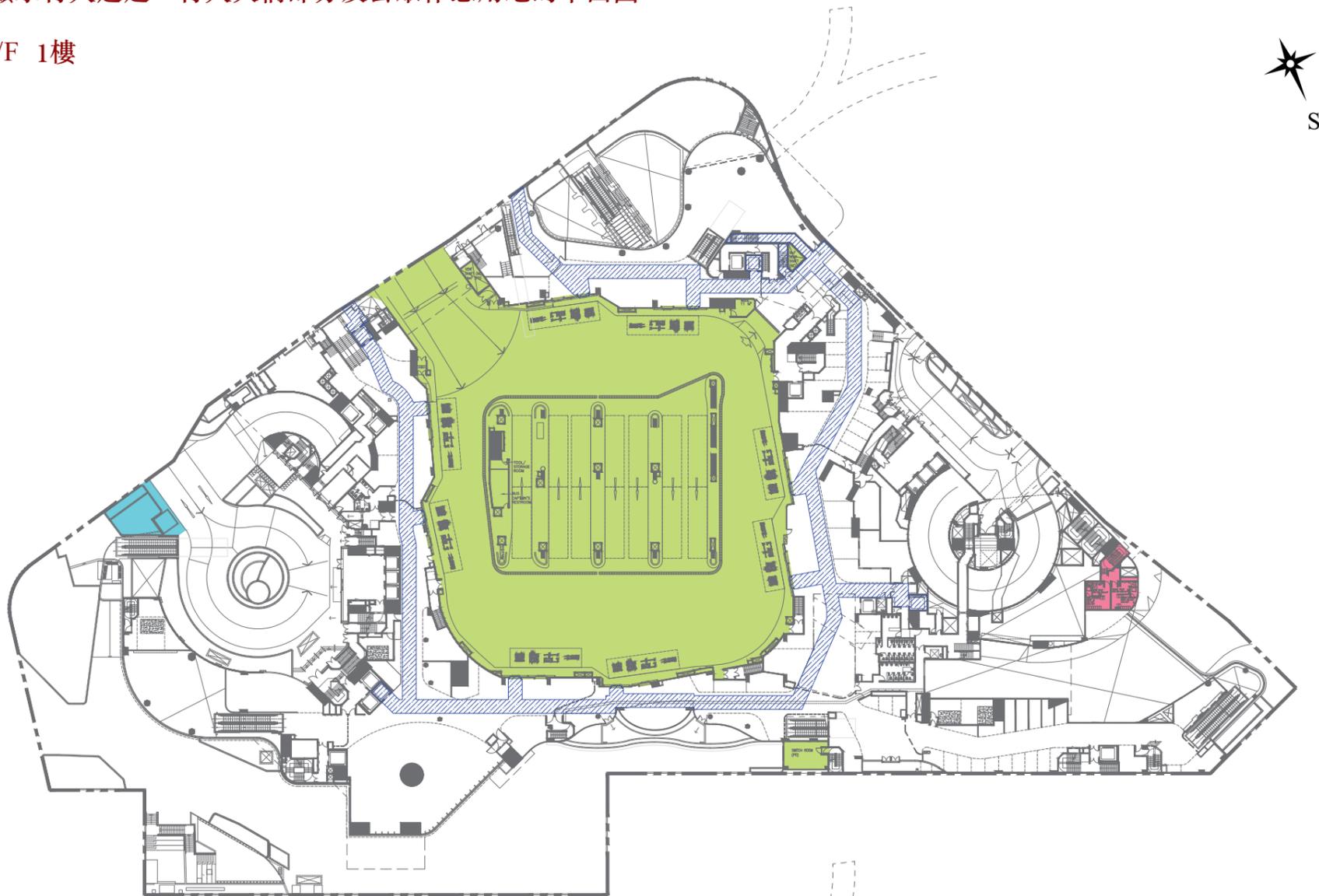


- |   |   |   |                                      |
|---|---|---|--------------------------------------|
|  | PUBLIC OPEN SPACE (OPEN SPACE A) 公眾休憩用地 (休憩用地A) |  | HAWKER BAZAAR 小販市場                   |
|  | OPEN SPACE C 休憩用地C                              |  | PUBLIC TRANSPORT INTERCHANGE 公共運輸交匯處 |
|  | PEDESTRIAN LINK 行人通道                            |  | REFUSE COLLECTION POINT 垃圾收集站        |

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

PLANS SHOWING PEDESTRIAN LINK, FOOTBRIDGE PORTION AND PUBLIC OPEN SPACE  
 顯示行人通道、行人天橋部分及公眾休憩用地的平面圖

1/F 1樓



2/F 2樓



- |   |   |   |                                      |
|---|---|---|--------------------------------------|
|  | FOOTBRIDGE PORTION 行人天橋部分                       |  | PUBLIC TRANSPORT INTERCHANGE 公共運輸交匯處 |
|  | PUBLIC OPEN SPACE (OPEN SPACE A) 公眾休憩用地 (休憩用地A) |  | REFUSE COLLECTION POINT 垃圾收集站        |
|  | PEDESTRIAN LINK 行人通道                            |   |                                      |

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

## PLANS SHOWING PEDESTRIAN LINK, FOOTBRIDGE PORTION AND PUBLIC OPEN SPACE 顯示行人通道、行人天橋部分及公眾休憩用地的平面圖

3/F 3樓



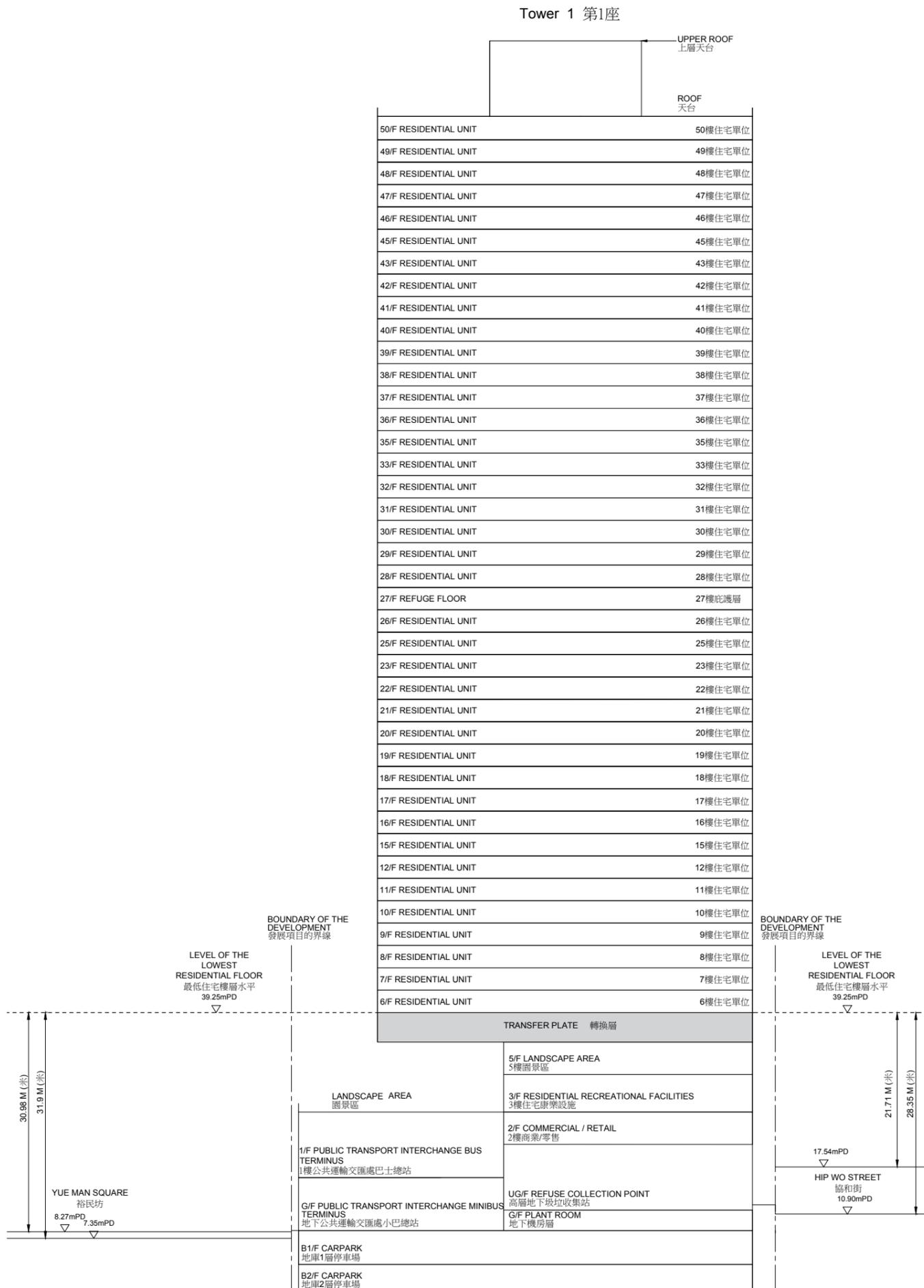
## WARNING TO PURCHASERS 對買方的警告

1. Purchasers are hereby recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
2. Further:
  - a. if the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser;
  - b. if the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser -
    - (i) that firm may not be able to protect the purchaser's interests; and
    - (ii) the purchaser may have to instruct a separate firm of solicitors; and
  - c. that in the case of paragraph (2)(b)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

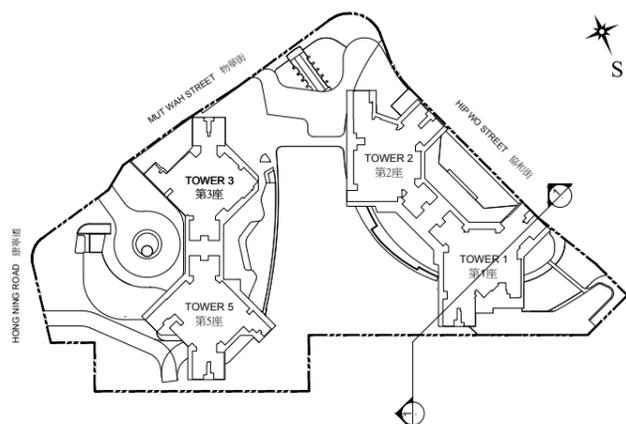
1. 特此建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。
2. 另：
  - a. 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見；
  - b. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突 -
    - (i) 該律師事務所可能不能夠保障買方的利益；及
    - (ii) 買方可能要聘用一間獨立的律師事務所；及
  - c. 如屬2(b)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

# CROSS-SECTION PLAN OF BUILDING IN THE PHASE 期數中的建築物的橫截面圖

## CROSS - SECTION 1 橫截面 1



## KEY PLAN 指示圖

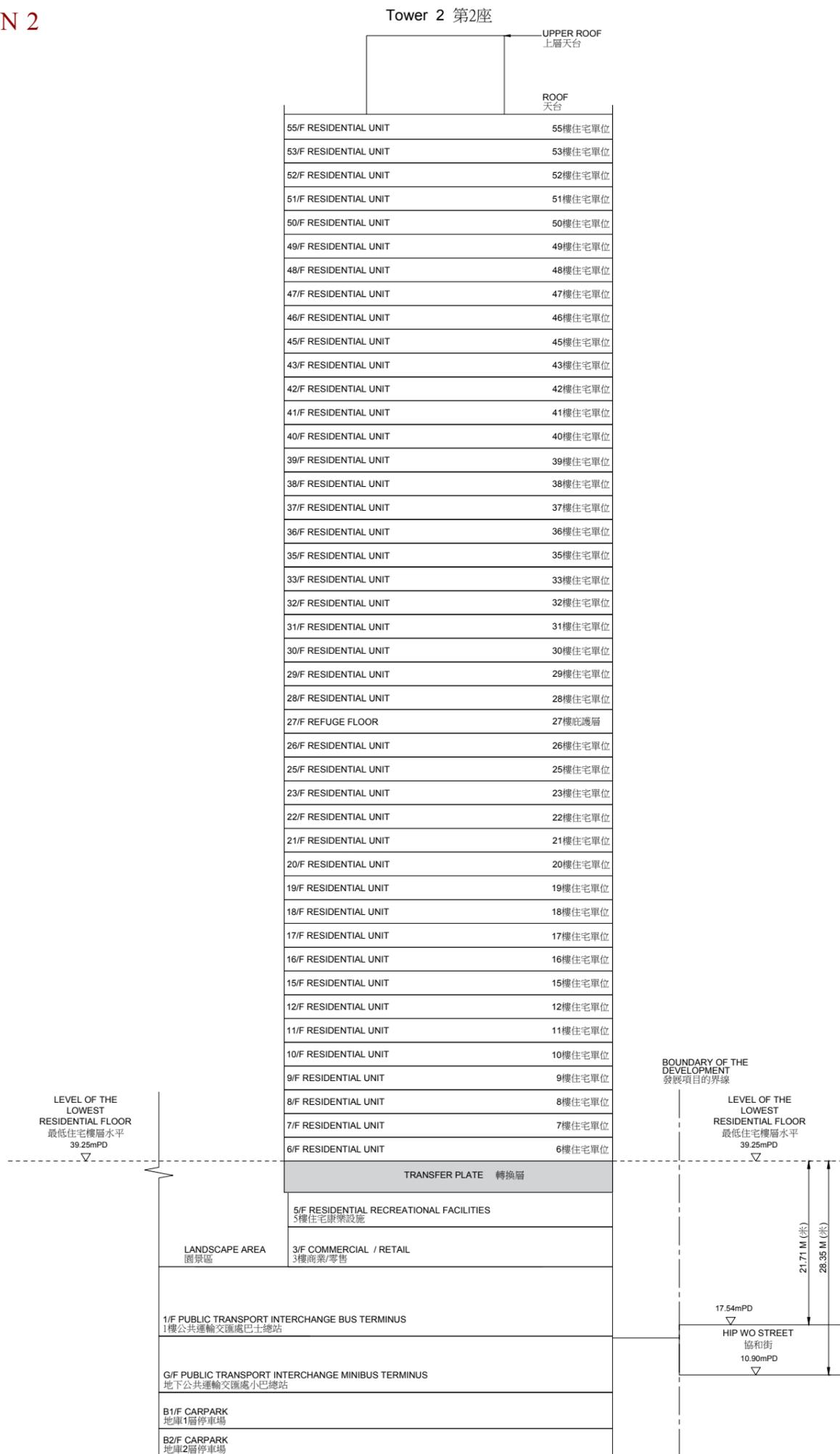


1. -- Dotted line denotes the level of the lowest residential floor.
2.  $\nabla$  denotes height in metres above Hong Kong Principal Datum (HKPD).
3. The part of Hip Wo Street adjacent to the building is 10.90 metres to 17.54 metres above the Hong Kong Principal Datum.
4. The part of Yue Man Square adjacent to the building is 7.35 metres to 8.27 metres above the Hong Kong Principal Datum.

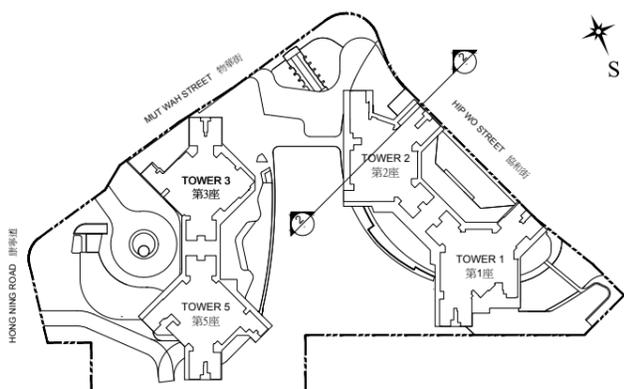
1. -- 虛線為最低住宅樓層水平。
2.  $\nabla$  代表香港主水平基準以上高度 (米)。
3. 毗連建築物的一段協和街為香港主水平基準以上10.90米至17.54米。
4. 毗連建築物的一段裕民坊為香港主水平基準以上7.35米至8.27米。

# CROSS-SECTION PLAN OF BUILDING IN THE PHASE 期數中的建築物的橫截面圖

## CROSS - SECTION 2 橫截面 2



## KEY PLAN 指示圖

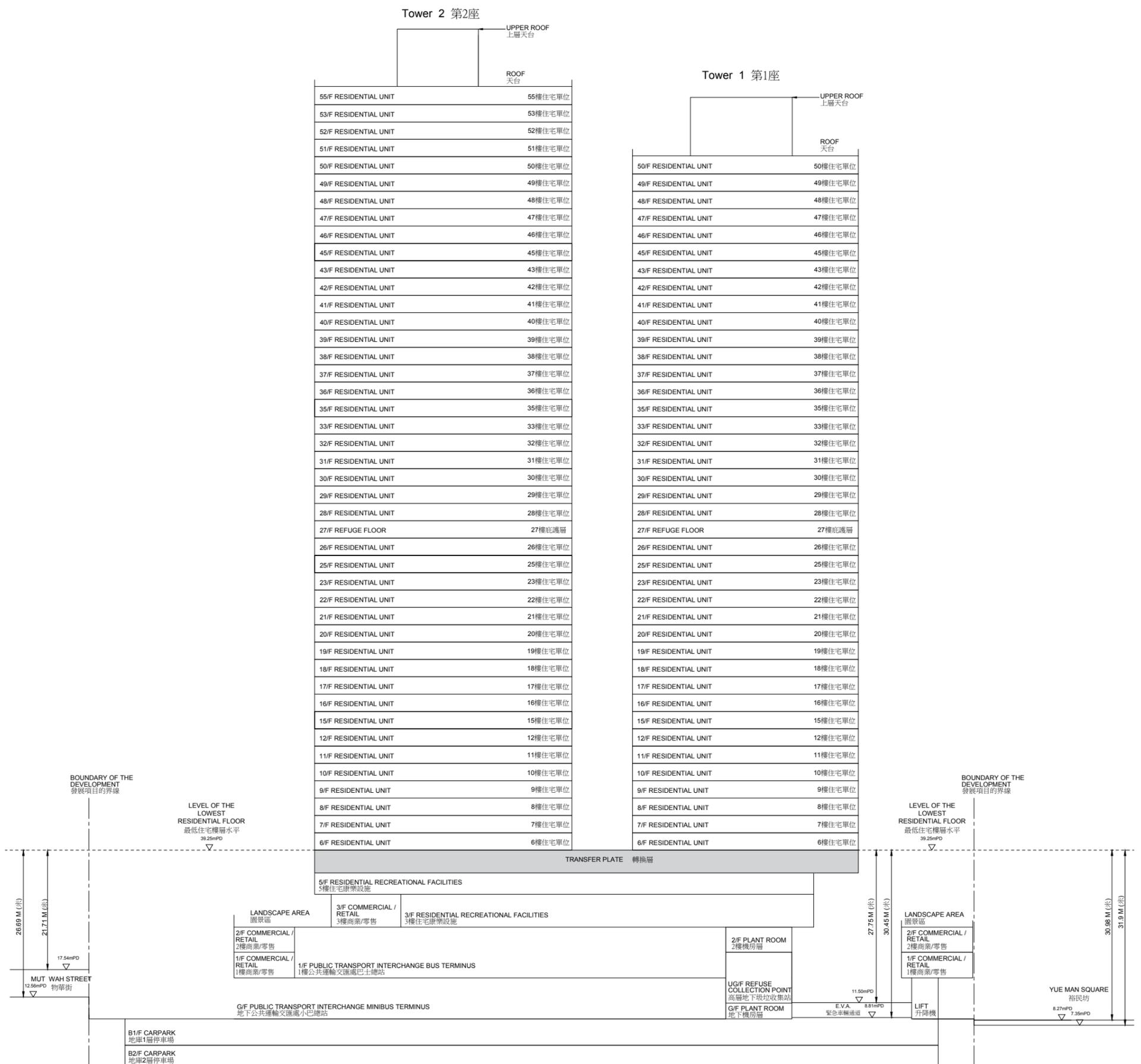


1. -- Dotted line denotes the level of the lowest residential floor.
2.  $mPD$  denotes height in metres above Hong Kong Principal Datum (HKPD).
3. The part of Hip Wo Street adjacent to the building is 10.90 metres to 17.54 metres above the Hong Kong Principal Datum.

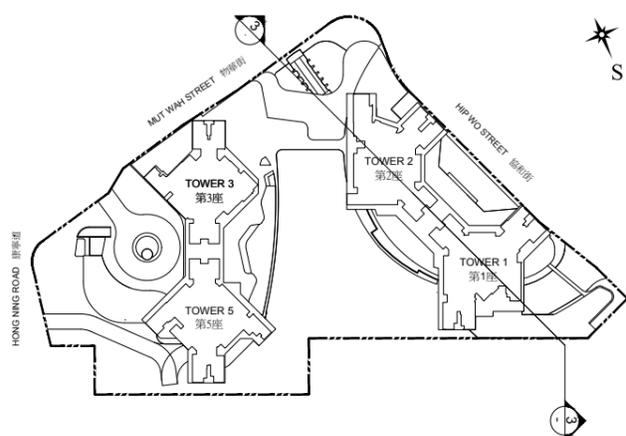
1. -- 虛線為最低住宅樓層水平。
2.  $mPD$  代表香港主水平基準以上高度 (米)。
3. 毗連建築物的一段協和街為香港主水平基準以上10.90米至17.54米。

# CROSS-SECTION PLAN OF BUILDING IN THE PHASE 期數中的建築物的橫截面圖

## CROSS - SECTION 3 橫截面 3



## KEY PLAN 指示圖



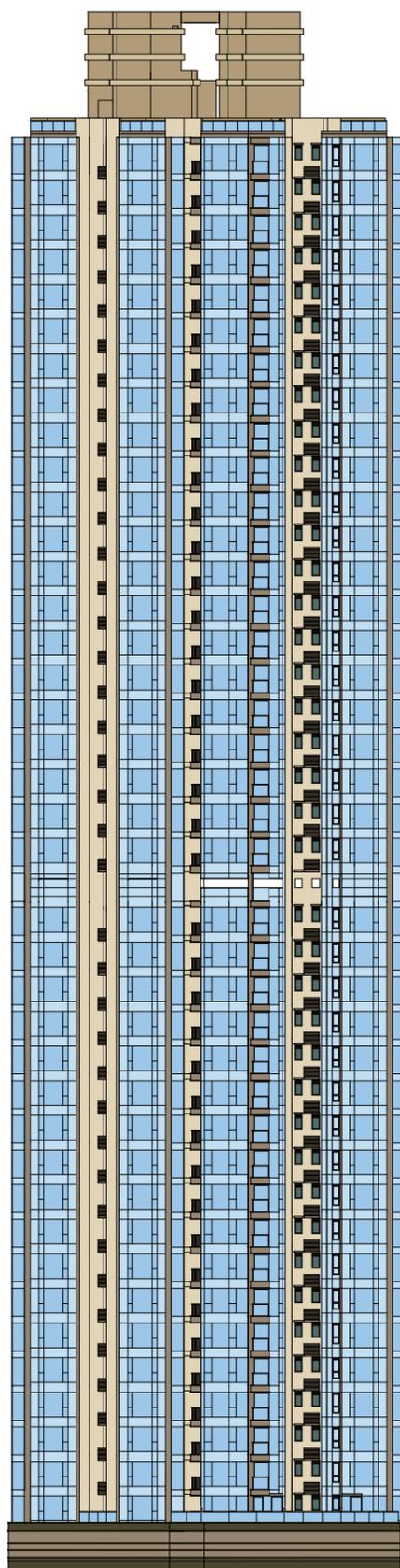
1. -- Dotted line denotes the level of the lowest residential floor.
2.  $\nabla$  mPD denotes height in metres above Hong Kong Principal Datum (HKPD).
3. The part of Mut Wah Street adjacent to the building is 12.56 metres to 17.54 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access (E.V.A.) adjacent to the building is 8.81 metres to 11.50 metres above Hong Kong Principal Datum.
5. The part of Yue Man Square adjacent to the building is 7.35 metres to 8.27 metres above the Hong Kong Principal Datum.

1. -- 虛線為最低住宅樓層水平。
2.  $\nabla$  mPD 代表香港主水平基準以上高度 (米)。
3. 毗連建築物的一段物華街為香港主水平基準以上12.56米至17.54米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上8.81米至11.50米。
5. 毗連建築物的一段裕民坊為香港主水平基準以上7.35米至8.27米。

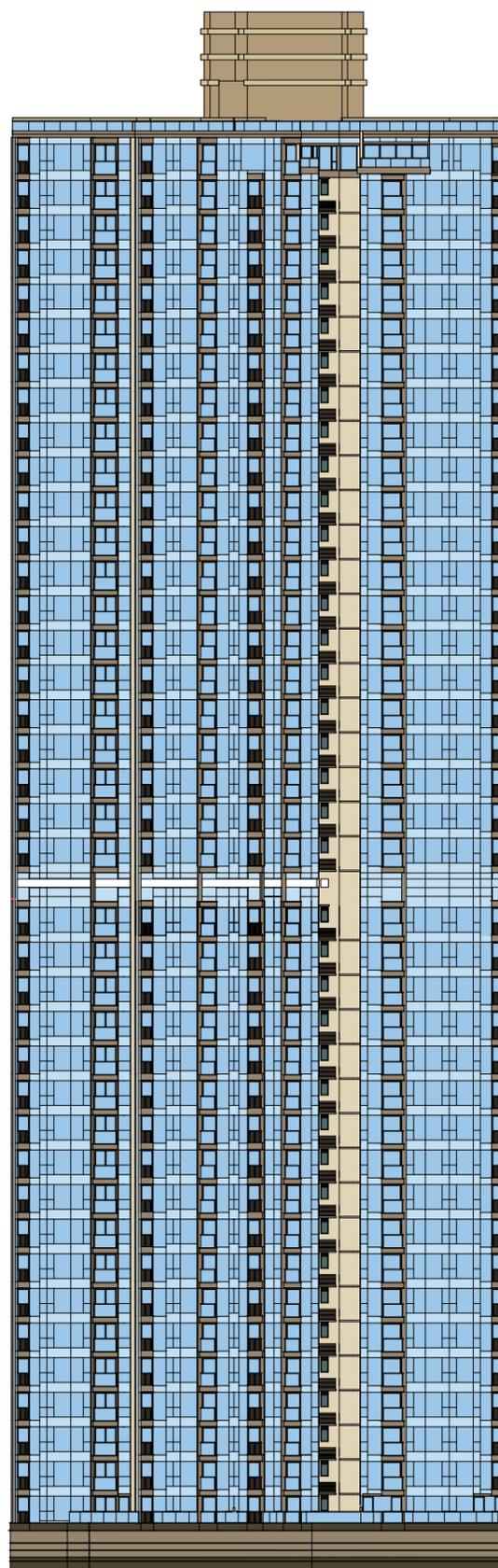
# ELEVATION PLAN 立面圖

## TOWER 1 第1座

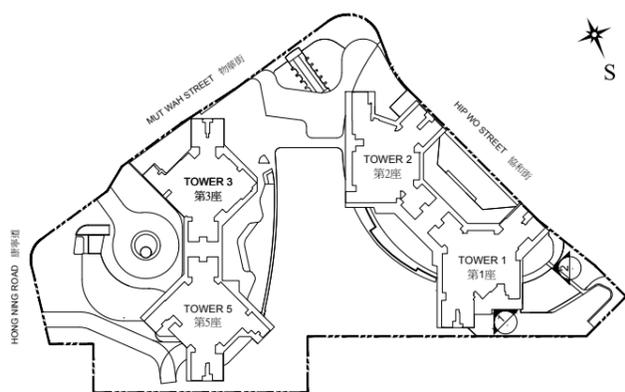
ELEVATION 1  
立面圖 1



ELEVATION 2  
立面圖 2



## KEY PLAN 指示圖



The Authorized Person for the Phase certified that the elevations shown on this plan:

- (a) are prepared on the basis of the approved building plans for the Phase as of 30 July 2020; and
- (b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：

- (a) 以2020年7月30日的情況為準的期數的經批准的建築圖則為基礎擬備；及
- (b) 大致上與期數的外觀一致。

ELEVATION PLAN  
立面圖

TOWER 1  
第1座

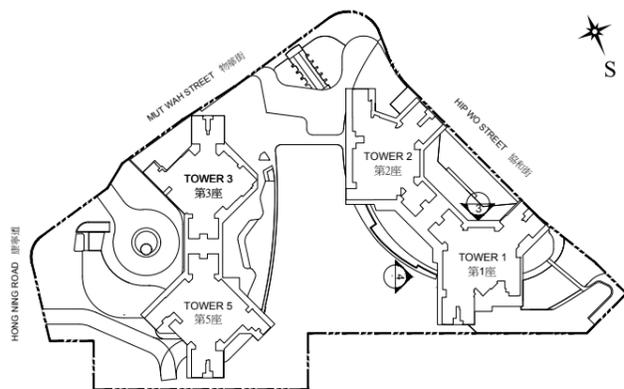
ELEVATION 3  
立面圖 3



ELEVATION 4  
立面圖 4



KEY PLAN 指示圖



The Authorized Person for the Phase certified that the elevations shown on this plan:

- (a) are prepared on the basis of the approved building plans for the Phase as of 30 July 2020; and
- (b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：

- (a) 以2020年7月30日的情況為準的期數的經批准的建築圖則為基礎擬備；及
- (b) 大致上與期數的外觀一致。

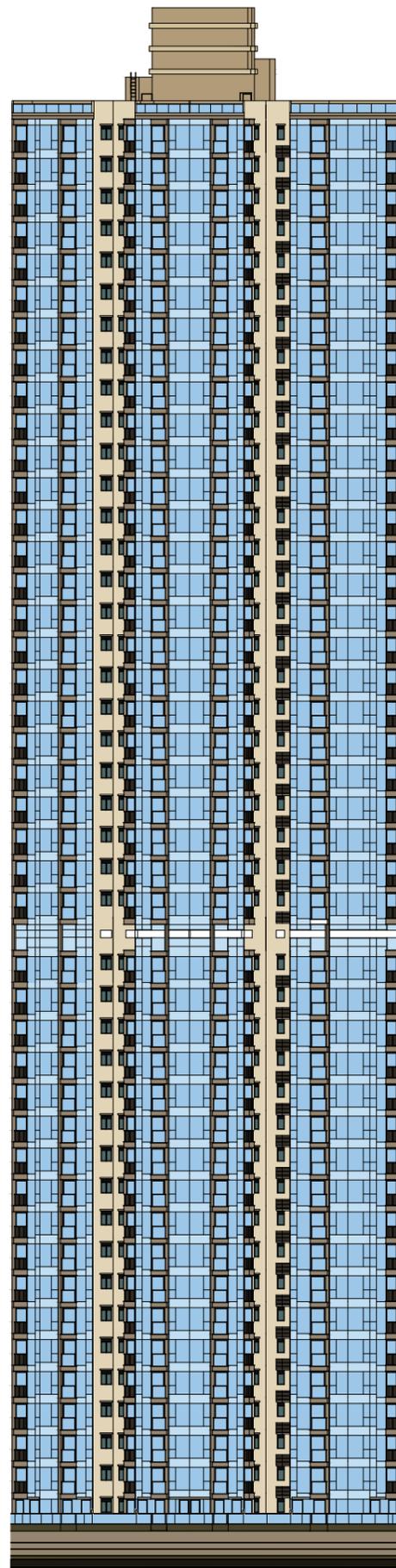
ELEVATION PLAN  
立面圖

TOWER 2  
第2座

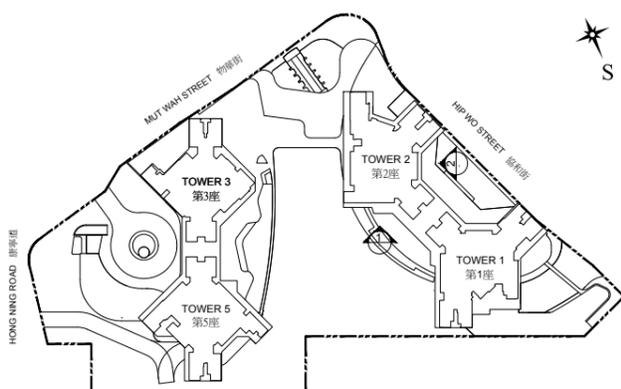
ELEVATION 1  
立面圖 1



ELEVATION 2  
立面圖 2



KEY PLAN 指示圖



The Authorized Person for the Phase certified that the elevations shown on this plan:

- (a) are prepared on the basis of the approved building plans for the Phase as of 30 July 2020; and
- (b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：

- (a) 以2020年7月30日的情況為準的期數的經批准的建築圖則為基礎擬備；及
- (b) 大致上與期數的外觀一致。

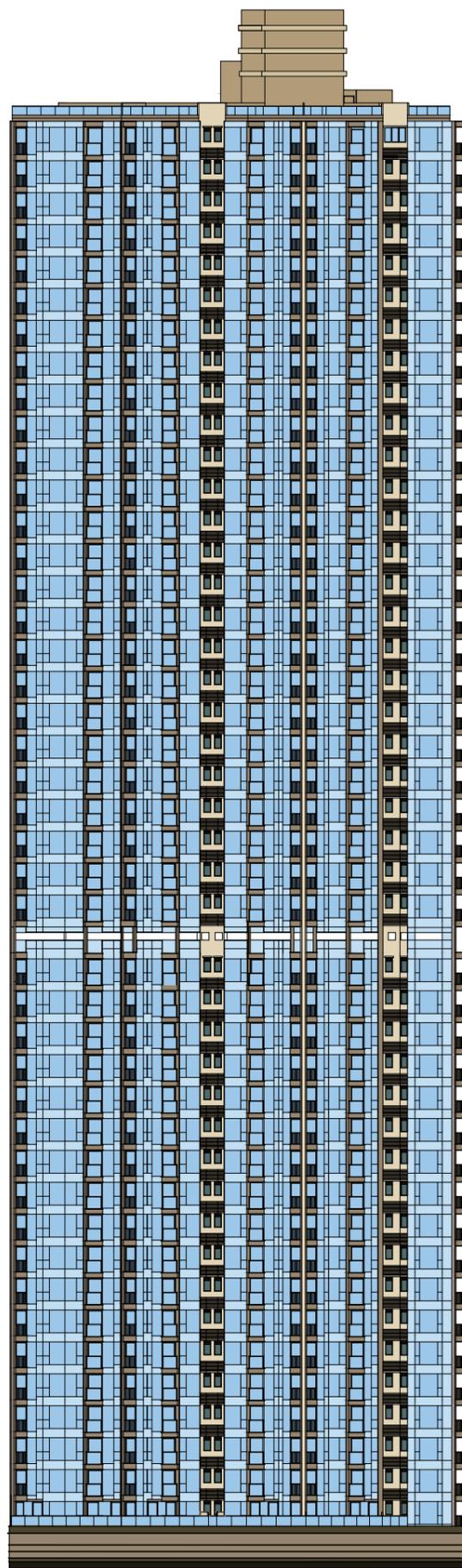
ELEVATION PLAN  
立面圖

TOWER 2  
第2座

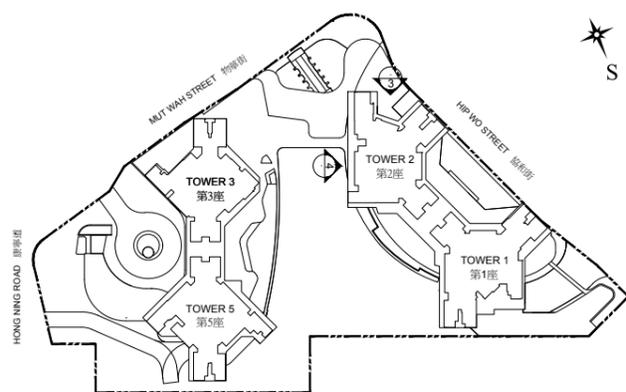
ELEVATION 3  
立面圖 3



ELEVATION 4  
立面圖 4



KEY PLAN 指示圖



The Authorized Person for the Phase certified that the elevations shown on this plan:

- (a) are prepared on the basis of the approved building plans for the Phase as of 30 July 2020; and
- (b) are in general accordance with the outward appearance of the Phase.

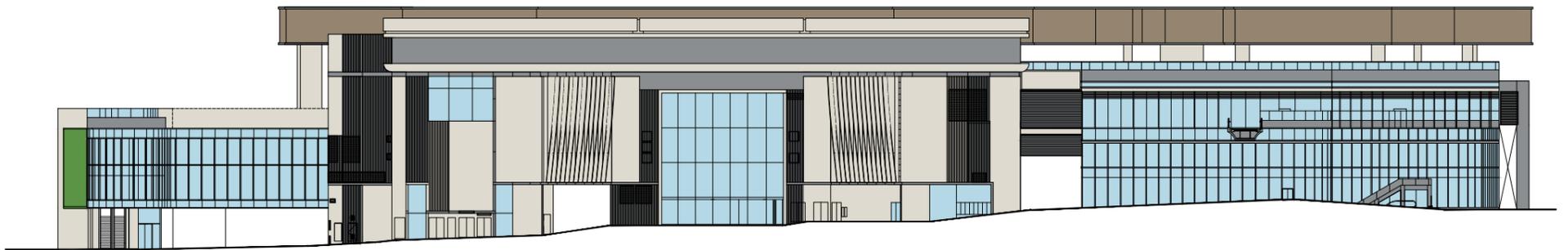
期數的認可人士證明本圖顯示的立面：

- (a) 以2020年7月30日的情況為準的期數的經批准的建築圖則為基礎擬備；及
- (b) 大致上與期數的外觀一致。

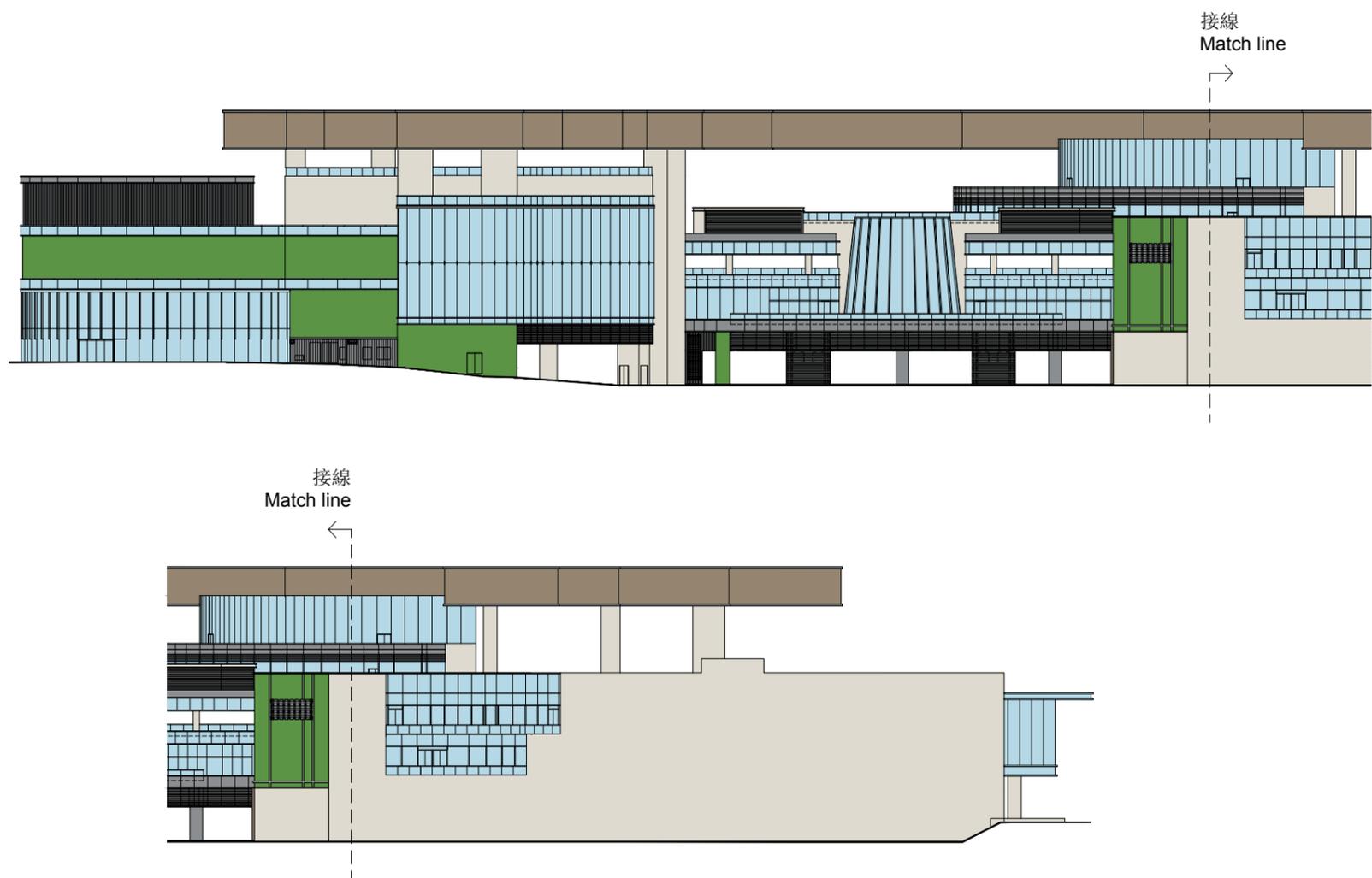
ELEVATION PLAN  
立面圖

PODIUM  
平台

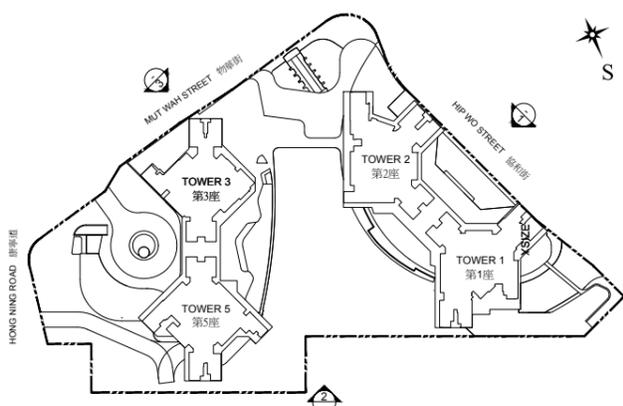
ELEVATION 1  
立面圖 1



ELEVATION 2  
立面圖 2



KEY PLAN 指示圖



The Authorized Person for the Phase certified that the elevations shown on this plan:

- (a) are prepared on the basis of the approved building plans for the Phase as of 30 July 2020; and
- (b) are in general accordance with the outward appearance of the Phase.

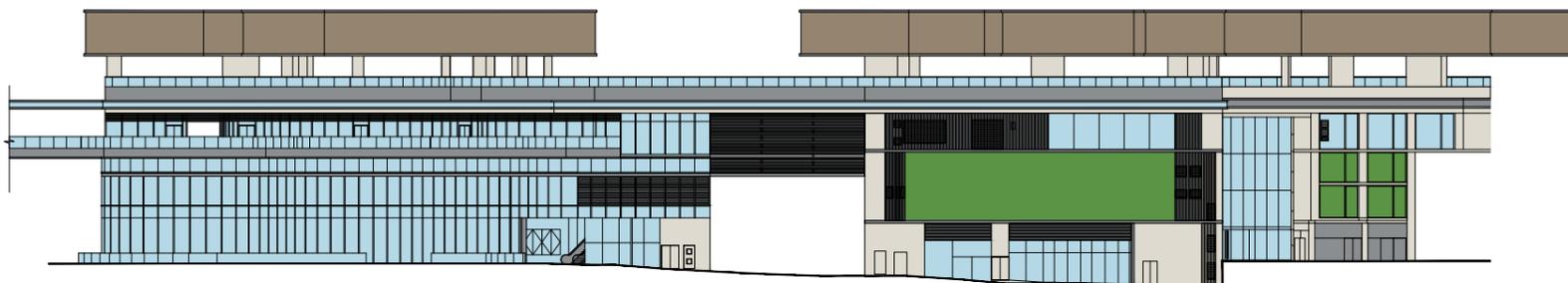
期數的認可人士證明本圖顯示的立面：

- (a) 以2020年7月30日的情況為準的期數的經批准的建築圖則為基礎擬備；及
- (b) 大致上與期數的外觀一致。

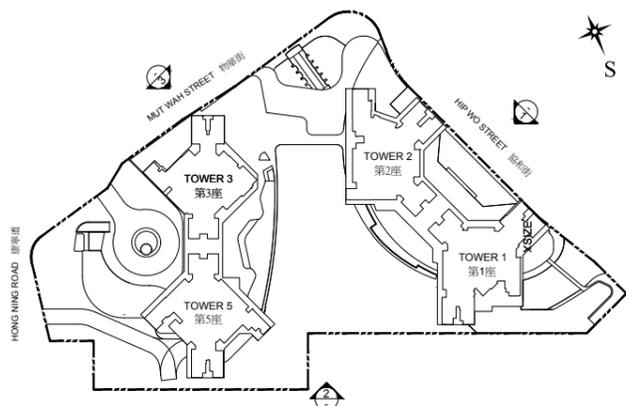
ELEVATION PLAN  
立面圖

PODIUM  
平台

ELEVATION 3  
立面圖 3



KEY PLAN 指示圖



The Authorized Person for the Phase certified that the elevations shown on this plan:

- (a) are prepared on the basis of the approved building plans for the Phase as of 30 July 2020; and
- (b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：

- (a) 以2020年7月30日的情況為準的期數的經批准的建築圖則為基礎擬備；及
- (b) 大致上與期數的外觀一致。

## INFORMATION ON COMMON FACILITIES IN THE PHASE 期數中的公用設施的資料

Category of common facilities 公用設施的類別	Covered area 有蓋範圍 square metre (square feet) 平方米 (平方呎)	Uncovered area 無蓋範圍 square metre (square feet) 平方米 (平方呎)	Total Area 總面積 square metre (square feet) 平方米 (平方呎)
Residents' Clubhouse (including any recreational facilities for residents' use) 住客會所 (包括供住客使用的任何康樂設施)	2,374.99 (25,564)	Not Applicable 不適用	2,374.99 (25,564)
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as a communal sky garden or otherwise) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱)	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
Communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise) 位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱)	1,189.298 (12,802)	740.780 (7,974)	1,930.078 (20,775)

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

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

## INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT 閱覽圖則及公契

- The address of the website on which copies of the outline zoning plan and development scheme plan relating to the Development are available is:  
<http://www.ozp.tpb.gov.hk>
- A copy of the latest draft of every deed of mutual covenant in respect of the specified residential properties as at the date on which the specified residential properties are offered to be sold is available for inspection free of charge at the place at which the specified residential properties are offered to be sold.

- 備有關乎本發展項目的分區計劃大綱圖及發展計劃圖的文本供閱覽的互聯網網站的網址為  
<http://www.ozp.tpb.gov.hk>
- 關於指明住宅物業的每一公契的最新擬稿的文本將在指明住宅物業提供出售的日期存放在指明住宅物業的售樓處，以供免費閱覽。

# FITTINGS, FINISHES AND APPLIANCES 裝置、裝修物料及設備

## 1. EXTERIOR FINISHES

a.	External wall	Type of finishes	Tiles, external paint, aluminium cladding, aluminium louvre, glass cladding, glass balustrade, metal grille feature and curtain wall	
b.	Window	Material of frame	Fluorocarbon coated aluminum	
		Material of glass	Tempered glass and obscure tempered glass	
c.	Bay window	Material of bay window	No bay window is provided.	
		Finishes of window sill	No bay window is provided.	
d.	Planter	Type of finishes	No planter is provided.	
e.	Verandah or balcony	Type of finishes	Balcony	Aluminium framed laminated glass balustrade
			Balcony floor	Tile
			Balcony wall	Tile and aluminium cladding
			Balcony ceiling	Finished with exterior paint except units specified below the balcony ceiling of which is provided with aluminium panel: Tower 1: Unit F on 6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-49/F
			Verandah	No verandah
		Whether it is covered	Balcony: Yes Verandah: No verandah	
f.	Drying facilities for clothing	Type	No drying facilities	
		Material	No drying facilities	

## 1. 外部裝修物料

a.	外牆	裝修物料的類型	瓷磚，外牆漆，鋁質飾面，鋁百葉，玻璃飾面，玻璃欄杆，金屬裝飾架及幕牆	
b.	窗	框的用料	氟化碳塗鋁	
		玻璃的用料	強化玻璃及磨砂強化玻璃	
c.	窗台	窗台的用料	沒有提供窗台	
		窗台板的裝修物料	沒有提供窗台	
d.	花槽	裝修物料的類型	沒有提供花槽	
e.	陽台或露台	裝修物料的類型	露台	鋁質框鑲夾層玻璃欄杆
			露台地台	瓷磚
			露台外牆	瓷磚及鋁質飾面
			露台天花	髹外用油漆，除以下指明單位之露台天花裝設鋁板： 第1座：6樓至12樓，15樓至23樓，25樓至26樓，28樓至33樓，35樓至43樓及45樓至49樓之F單位
			陽台	沒有陽台
		是否有蓋	露台：有 陽台：沒有陽台	
f.	乾衣設施	類型	沒有乾衣設施	
		用料	沒有乾衣設施	

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

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

2. INTERIOR FINISHES

			Type of wall finishes	Type of floor finishes	Type of ceiling finishes
a.	Lobby	Residential Shuttle Lift Lobby at B2/F, B1/F, 1/F & 5/F	Natural stone, tile, glass, mirror, metal and timber	Natural stone and tile	Painted gypsum board false ceiling
		Firemen Lift Lobby at B2/F, B1/F, 1/F, 2/F, 3/F	Natural stone, tile, glass, mirror, metal and timber	Natural stone and tile	Painted gypsum board false ceiling
		Residential Entrance Lobby at 5/F	Natural stone, wallcovering, glass, mirror, metal and timber	Natural stone	Painted gypsum board false ceiling
		Residential Typical Floor Lobby	Natural stone, tile, glass, mirror, metal, timber and paint	Natural stone and tile	Painted gypsum board false ceiling
			Type of wall finishes	Type of ceiling finishes	
b.	Internal wall and ceiling	Living room	Exposed surface plastered and painted with emulsion paint	Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint	
		Dining room	Exposed surface plastered and painted with emulsion paint	Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint	
		Bedroom	Exposed surface plastered and painted with emulsion paint	Exposed surface plastered and painted with emulsion paint, gypsum board bulkhead finished with emulsion paint	
			Material of floor	Material of skirting	
c.	Internal floor	Living room	Engineered timber flooring with stone border adjoining balcony and utility platform	Engineered timber	
		Dining room			
		Bedroom			

2. 室內裝修物料

			牆壁的裝修物料的類型	地板的裝修物料的類型	天花板的裝修物料的類型
a.	大堂	地庫2層，地庫1層，1樓及5樓住宅穿梭升降機大堂	天然石材，瓷磚，玻璃，鏡，金屬及木材	天然石材及瓷磚	石膏板假天花髹上油漆
		地庫2層，地庫1層，1樓，2樓及3樓消防升降機大堂	天然石材，瓷磚，玻璃，鏡，金屬及木材	天然石材及瓷磚	石膏板假天花髹上油漆
		5樓住宅入口升降機大堂	天然石材，牆布，玻璃，鏡，金屬及木材	天然石材	石膏板假天花髹上油漆
		住宅標準層升降機大堂	天然石材，瓷磚，玻璃，鏡，金屬，木材及油漆	天然石材及瓷磚	石膏板假天花髹上油漆
			牆壁的裝修物料的類型	天花板的裝修物料的類型	
b.	內牆及天花板	客廳	外露部份批盪後再髹乳膠漆	外露部分批盪後再髹乳膠漆，石膏板假樑髹上乳膠漆	
		飯廳	外露部份批盪後再髹乳膠漆	外露部分批盪後再髹乳膠漆，石膏板假樑髹上乳膠漆	
		睡房	外露部份批盪後再髹乳膠漆	外露部分批盪後再髹乳膠漆，石膏板假樑髹上乳膠漆	
			地板的用料	牆腳線的用料	
c.	內部地板	客廳	複合木地板，配以石材邊緣於連接露台及工作平台處	複合木	
		飯廳			
		睡房			

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2. INTERIOR FINISHES

			Wall	Floor	Ceiling	
d.	Bathroom	Type of finishes	Tile and stone on exposed surface	Master Bathroom: Natural stone on exposed surface	Painted gypsum board false ceiling	
				Bathroom: Tile on exposed surface		
		Whether the wall finishes run up to the ceiling	Finishes up to false ceiling level			
			Wall	Floor	Ceiling	Cooking bench
e.	Kitchen	Type of finishes	Tiles and glass panel on exposed surface	Kitchen: Tile on exposed surface	Painted gypsum board false ceiling	Solid surface
				Open Kitchen: Engineered timber flooring on exposed surface		
		Whether the wall finishes run up to the ceiling	Finishes up to false ceiling level			

2. 室內裝修物料

			牆壁	地板	天花板	
d.	浴室	裝修物料的類型	外露部分鋪砌瓷磚及石材	主人浴室： 外露部分鋪砌天然石材	石膏板假天花髹上油漆	
				浴室： 外露部分鋪砌瓷磚		
		牆壁的裝修物料是否鋪至天花板	裝修物料至假天花高度			
			牆壁	地板	天花板	灶台
e.	廚房	裝修物料的類型	外露部分鋪砌瓷磚及玻璃板	廚房： 外露部分鋪砌瓷磚	石膏板假天花髹上油漆	實體面材
				開放式廚房： 外露部分鋪砌複合木		
		牆壁的裝修物料是否鋪至天花板	裝修物料至假天花高度			

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# FITTINGS, FINISHES AND APPLIANCES

## 裝置、裝修物料及設備

### 3. INTERIOR FITTINGS

			Material	Finishes	Accessories
a.	Doors	Entrance	Fire-rated solid core timber door	Timber veneered	Door viewer, door closer, lockset with handle and door stopper
		Bathroom	Hollow core timber swing door: Master Bathroom- Tower 1 6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-49/F: Units A, B, C, E, G, H, L, M 50/F: Units B, C, E, G, H, L, M Tower 2 6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-53/F: Units A, B, E, F, G, M, N 55/F: Units A, B, E, F, M, N Master Bathroom 1- Tower 1 50/F: Unit A Tower 2 55/F: Unit G Bathroom- Tower 1 6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-49/F: Units A, C, G, H 50/F: Units C, G, H Tower 2 6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-53/F, 55/F: Units A, B, M	Timber veneered	Lockset with handle and door stopper

### 3. 室內裝置

			用料	裝修物料	配件
a.	門	大門	防火實心木門	木皮飾面	防盜眼、門鼓、門鎖連拉手及門擋
		浴室	空心平開木門： 主人浴室- 第1座 6至12樓，15至23樓，25至26樓，28至33樓，35至43樓，45至49樓：A, B, C, E, G, H, L, M單位 50樓：B, C, E, G, H, L, M單位 第2座 6至12樓，15至23樓，25至26樓，28至33樓，35至43樓，45至53樓：A, B, E, F, G, M, N單位 55樓：A, B, E, F, M, N單位 主人浴室1- 第1座 50樓：A單位 第2座 55樓：G單位 浴室- 第1座 6至12樓，15至23樓，25至26樓，28至33樓，35至43樓，45至49樓：A, C, G, H單位 50樓：C, G, H單位 第2座 6至12樓，15至23樓，25至26樓，28至33樓，35至43樓，45至53樓，55樓：A, B, M單位	木皮飾面	門鎖連拉手及門擋

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3. INTERIOR FITTINGS

			Material	Finishes	Accessories
a.	Doors	Bathroom	Hollow core timber swing door with timber louvre: Master Bathroom - Tower 1 6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-49/F: Units D, F, J, K 50/F: Units F, J, K Tower 2 6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-53/F: Units C, D, H, J, K, L 55/F: Units C, D, J, K, L Master Bathroom 2 - Tower 1 50/F: Unit A Tower 2 55/F: Unit G Master Bathroom 3- Tower 1 50/F: Unit A Tower 2 55/F: Unit G Bathroom- Tower 1 6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-50/F: Unit B	Timber veneered	Lockset with handle and door stopper

3. 室內裝置

			用料	裝修物料	配件
a.	門	浴室	空心平開木門連木百葉： 主人浴室- 第1座 6至12樓，15至23樓，25至26樓，28至33樓，35至 43樓，45至49樓：D, F, J, K單位 50樓：F, J, K單位 第2座 6至12樓，15至23樓，25至26樓，28至33樓，35至 43樓，45至53樓：C, D, H, J, K, L單位 55樓：C, D, J, K, L單位 主人浴室2- 第1座 50樓：A單位 第2座 55樓：G單位 主人浴室3- 第1座 50樓：A單位 第2座 55樓：G單位 浴室- 第1座 6至12樓，15至23樓，25至26樓，28至33樓，35至 43樓，45至50樓：B單位	木皮飾面	門鎖連拉手及門擋

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3. INTERIOR FITTINGS

			Material	Finishes	Accessories
a.	Doors	Bathroom	Hollow core timber sliding door: Master Bathroom- Tower 2 6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-53/F, 55/F: Units C, D, K, L	Timber veneered	Lockset with handle
		Balcony	Aluminum frame with glass door	Glass and fluorocarbon coated aluminum frame	Lockset with handle
		Utility Platform	Aluminum frame with glass door: Tower 1: 6/F: Units A, B, C, D, E, G, H, J, K, L, M 7/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-42/F, 45/F-49/F: Units A, B, C, D, E, G, H, J, K, L, M 50/F: Units A, B, C, E, F, G, H, J, K, L, M Tower 2: 6/F: Units A, B, C, D, E, F, G, H, J, K, L, M, N 7/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-53/F: Units A, B, C, D, E, F, G, H, J, K, L, M, N 55/F: Units A, B, C, D, E, F, J, K, L, M, N	Glass and fluorocarbon coated aluminum frame	Lockset with handle
			Aluminum frame with glass door: Tower 1 6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-49/F: Unit F		Lockset with handle and door closer

3. 室內裝置

			用料	裝修物料	配件
a.	門	浴室	空心趟木門： 主人浴室- 第2座 6至12樓，15至23樓，25至26樓，28至33樓，35至 43樓，45至53樓，55樓：C, D, K, L單位	木皮飾面	門鎖連拉手
		露台	鋁質框配玻璃門	玻璃及氟化碳塗 鋁質門框	門鎖連拉手
		工作平台	鋁質框配玻璃門： 第1座 6樓：A, B, C, D, E, G, H, J, K, L, M 單位 7樓至12樓，15樓至23樓，25樓至26樓，28樓至33樓， 35樓至42樓，45樓至49樓：A, B, C, D, E, G, H, J, K, L, M單位 50樓：A, B, C, E, F, G, H, J, K, L, M單位 第2座 6樓：A, B, C, D, E, F, G, H, J, K, L, M, N單位 7樓至12樓，15樓至23樓，25樓至26樓，28樓至33樓， 35樓至43樓，45樓至53樓：A, B, C, D, E, F, G, H, J, K, L, M, N單位 55樓：A, B, C, D, E, F, J, K, L, M, N單位	玻璃及氟化碳塗 鋁質門框	門鎖連拉手
			鋁質框配玻璃門： 第1座 6至12樓，15至23樓，25至26樓，28至33樓，35至 43樓，45至49樓：F單位		門鎖連拉手及門鼓

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3. INTERIOR FITTINGS

			Material	Finishes	Accessories
a.	Doors	Flat Roof	Aluminum frame with glass door: Tower 1 6/F: Units A, C, E, G, K, L, M 50/F: Unit A	Glass and fluorocarbon coated aluminum frame	Lockset with handle
			Aluminum frame with glass door: Tower 2 6/F: Units A, B, C, D, E, F, G, J, K, L, M, N 55/F: Unit G		Lockset with handle and door closer
		Staircase to Roof	Aluminum frame with glass door	Glass and fluorocarbon coated aluminum frame	Lockset with handle
		Kitchen	Fire-rated solid core timber door with fire-rated glass vision panel	Timber veneered	Lockset with handle, door closer and door stopper
		Master bedroom and bedroom	Hollow core timber door	Timber veneered	Lockset with handle and door stopper
		Store room	Hollow core timber door	Timber veneered	Store Room: Lockset with handle and door stopper Store Room inside Kitchen: Lockset with handle
		Water closet	Stainless steel frame with glass door	Glass and stainless steel frame	Lockset with handle

3. 室內裝置

			用料	裝修物料	配件
a.	門	平台	鋁質框配玻璃門： 第1座 6樓：A, C, E, G, K, L, M單位 50樓：A單位	玻璃及氟化碳塗 鋁質門框	門鎖連拉手
			第2座 6樓：A, B, C, D, E, F, G, J, K, L, M, N單位 55樓：G單位		門鎖連拉手及門鼓
		通往天台的樓梯	鋁質框配玻璃門	玻璃及氟化碳塗 鋁質門框	門鎖連拉手
		廚房	防火實心木門配防火玻璃視窗	木皮飾面	門鎖連拉手，門鼓及門擋
		主人睡房及睡房	空心木門	木皮飾面	門鎖連拉手及門擋
		儲物房	空心木門	木皮飾面	儲物房： 門鎖連拉手及門擋 廚房內的儲物房： 門鎖連拉手
		洗手間	不銹鋼框配玻璃門	玻璃及不銹鋼框	門鎖連拉手

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# FITTINGS, FINISHES AND APPLIANCES

## 裝置、裝修物料及設備

### 3. INTERIOR FITTINGS

			Type	Material	
b.	Bathroom	(i)	Fittings and equipment	Washbasin	Vitreous China
				Water closet	Vitreous China
				Towel rod	Metal
				Paper holder	Metal
				Mixer	Metal
				Basin Countertop	Natural Stone
				Basin Cabinet	Wooden cabinet with timber veneered and metal handle
				Mirror Cabinet	Wooden cabinet with mirror panel, timber veneered, metal finishes and glass
		(ii)	Water supply system	See "Water Supply" below for type and material of water supply system	
		(iii)	Bathing facilities (including shower or bathtub, if applicable)	Shower	Metal
				Bathtub	Enamelled pressed steel
				Shower cubicle (if applicable)	Tempered glass
		(iv)	Size of bathtub, if applicable	All bathtub (1500mm(L) x 700mm(W) x 390mm(D))	
			Material		
c.	Kitchen	(i)	Sink unit	Stainless steel	
		(ii)	Water supply system	See "Water Supply" below for material of water supply system	
		(iii)	Kitchen cabinet (Kitchen other than open kitchen)	Material	
				Finishes	
		(iii)	Kitchen cabinet (Open Kitchen)	Wooden kitchen carcass and door panel	
				Plastic laminate and gloss lacquer door panel surface	
					Description
(iv)	Type of all other fittings and equipment (Kitchen other than open kitchen)	Hot and cold water mixer			
		Type of all other fittings and equipment (open kitchen)			
			Hot and cold water mixer, sprinkler head(s)(fitted in open kitchen) and smoke detector with a sounder base (fitted in living/dining room near open kitchen)		

### 3. 室內裝置

			類型	用料	
b.	浴室	(i)	裝置及設備	臉盆	搪瓷
				坐廁	搪瓷
				毛巾棍	金屬
				廁紙架	金屬
				水龍頭	金屬
				洗手盆檯面	天然石
				洗手盆櫃	木製櫃配木皮飾面及金屬拉手
				鏡櫃	木製櫃配鏡飾面、木皮飾面、金屬飾面及玻璃
		(ii)	供水系統	供水系統的類型及用料見下文「供水」一欄	
		(iii)	沐浴設施 (包括花灑或浴缸 (如適用的話))	花灑	金屬
				浴缸	搪瓷鋼板
				淋浴間 (如適用)	強化玻璃
		(iv)	浴缸大小 (如適用的話)	所有浴缸 (1500 毫米 (長) x 700 毫米 (闊) x 390 毫米 (深))	
			用料		
c.	廚房	(i)	洗滌盆	不銹鋼	
		(ii)	供水系統	供水系統的用料見下文「供水」一欄	
		(iii)	廚櫃 (非開放式廚房)	用料	
				裝修物料	
		(iii)	廚櫃 (開放式廚房)	木製櫃身及門板	
				膠板及焗漆門板	
					描述
(iv)	所有其他裝置及設備的類型 (非開放式廚房)	冷熱水龍頭			
		(iv)	所有其他裝置及設備的類型 (開放式廚房)	冷熱水龍頭、消防花灑頭 (安裝在開放式廚房內) 及設有聲響警報基座的煙霧探測器 (安裝在開放式廚房附近的飯廳/客廳內)	

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# FITTINGS, FINISHES AND APPLIANCES 裝置、裝修物料及設備

## 3. INTERIOR FITTINGS

		Type	Material	
d.	Bedroom	Fittings (including built-in wardrobe)	No fittings	No fittings
<b>Description</b>				
e.	Telephone	Location and number of connection points	For the location and number of connection points, please refer to “Schedule of Mechanical & Electrical Provisions of Residential Units”	
f.	Aerials	Location and number of connection points	For the location and number of connection points, please refer to “Schedule of Mechanical & Electrical Provisions of Residential Units”	
g.	Electrical installations	(i) Electrical fittings (Including safety devices)	Switch, faceplate for socket and electricity supply board with miniature circuit breakers	
		(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed Other than those parts of the conduits concealed within concrete, the rest of the conduits are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials.	
		(iii) Location and number of power points and air-conditioner points	For the location and number of power points and air-conditioner points, please refer to “Schedule of Mechanical & Electrical Provisions of Residential Units”	

## 3. 室內裝置

		類型	用料	
d.	睡房	裝置(包括嵌入式衣櫃)	沒有裝置	沒有裝置
<b>描述</b>				
e.	電話	接駁點的位置及數目	有關接駁點的位置及數目，請參考「住宅單位機電裝置數量說明表」	
f.	天線	接駁點的位置及數目	有關接駁點的位置及數目，請參考「住宅單位機電裝置數量說明表」	
g.	電力裝置	(i) 供電附件(包括安全裝置)	開關掣、插座之面板及電力配電箱並裝置微型斷路器	
		(ii) 導管是隱藏或外露	導管是部分隱藏及部分外露 除部分隱藏於混凝土內之導管外，其他部分的導管均為外露。外露的導管可能被假天花、假陣、櫃、面板、非混凝土間隔牆、指定之管導槽位或其他物件遮蓋或暗藏	
		(iii) 電插座及空調機接駁點的位置及數目	有關電插座及空調機接駁點的位置及數目，請參考「住宅單位機電裝置數量說明表」	

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### 3. INTERIOR FITTINGS

Item	Description		
h.	Gas supply	Type	Town gas
		System	Town gas connection point is provided. Town gas supply pipes are connected to gas cooker hob (except unit with open kitchen) Town gas supply pipes are connected to gas water heater which supplies hot water to both kitchen and bathroom for all residential units
		Location	Town gas connection point is located at kitchen and open kitchen
i.	Washing machine connection point	Location	Water supply and drainage connection point are located at kitchens and open kitchens
		Design	Water supply point of a design of 15mm diameter and drainage point of a design of 40mm in diameter
j.	Water supply	Material of water pipes	Copper pipes are used for hot and cold water supply uPVC pipes are used for flush water supply
		Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed Other than those parts of water pipes concealed within concrete, the rest of the water pipes are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials
		Whether hot water is available	Hot water is available for kitchen, bathroom and water closet

### 3. 室內裝置

細項	描述		
h.	氣體供應	類型	煤氣
		系統	提供煤氣接駁點。 煤氣管道均接駁至煤氣煮食爐(開放式廚房單位除外) 所有住宅單位均裝有煤氣管道接駁至煤氣熱水爐供應熱水到廚房及浴室
		位置	廚房及開放式廚房煤氣接駁點
i.	洗衣機接駁點	位置	廚房及開放式廚房設有來去水位
		設計	設計直徑為15毫米來水接駁喉位及設計直徑為40毫米去水喉位
j.	供水	水管的用料	冷熱水供應採用銅喉管 沖廁水喉採用膠喉管
		水管是隱藏或外露	水管是部分隱藏及部分外露 除部份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、櫃、面板、非混凝土間隔牆、指定之管導槽位或其他物料遮蓋或暗藏
		有否熱水供應	廚房、浴室及洗手間有熱水供應

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4. MISCELLANEOUS

Item		Description				
a.	Lifts	Residential Lift	(i)	Brand name and model number	Brand name	Hitachi
					Model number	HCA-1150-CO/2S240 & HCA-1050-CO240
			(ii)	Number and floors served by them	Number of lifts	
		Floors served by the lifts			Tower 1	5 lifts serving 5/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F & 45/F-50/F
			Tower 2	5 lifts serving 5/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-53/F & 55/F		
		(i)		Brand name and model number	Brand name	Hitachi
Model number	LCA-1600-CO105					
(ii)	Number and floors served by them	Number of lifts		3		
		Floors served by the lifts		B2/F, B1/F, 1/F, 3/F & 5/F		
b.	Letter box	Material		Metal		
c.	Refuse collection	(i)	Means of refuse collection	Refuse is collected and removed by cleaners		
		(ii)	Location of refuse room	Refuse storage and material recovery room is provided in the common area of each residential floor of towers Refuse collection and material recovery chamber is provided at B2/F		

4. 雜項

細項		描述				
a.	升降機	住宅升降機	(i)	品牌名稱及產品型號	品牌名稱	日立
					產品型號	HCA-1150-CO/2S240 & HCA-1050-CO240
			(ii)	升降機的數目及到達的樓層	升降機的數目	
		到達的樓層			第1座	5部升降機到達5樓至12樓，15樓至23樓，25樓至26樓，28樓至33樓，35樓至43樓及45樓至50樓
			第2座	5部升降機到達5樓至12樓，15樓至23樓，25樓至26樓，28樓至33樓，35樓至43樓，45樓至53樓及55樓		
		(i)		品牌名稱及產品型號	品牌名稱	日立
產品型號	LCA-1600-CO105					
(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		地庫2層，地庫1層，1樓，3樓及5樓		
b.	信箱	用料		金屬		
c.	垃圾收集	(i)	垃圾收集的方法	垃圾由清潔工人收集及運走		
		(ii)	垃圾房的位置	垃圾儲存及物料回收室位於大廈每層之公用地方 垃圾收集及物料回收房設於地庫2層		

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

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

## FITTINGS, FINISHES AND APPLIANCES 裝置、裝修物料及設備

### 4. MISCELLANEOUS

			Water meter	Electricity meter	Gas meter	
d.	Water meter, electricity meter and gas meter	(i)	Location	Water meter room on each residential floor	Electric meter room on each residential floor	Separate gas meter is provided in the kitchen of individual residential unit (except the units listed below). Separate town gas meter for the following units is installed in the pipe duct on respective residential floor of such tower. Tower 2 - Units J, K&L on 6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-53/F & 55/F
		(ii)	Whether they are separate or communal meters for residential properties	Separate	Separate	Separate

### 4. 雜項

			水錶	電錶	氣體錶	
d.	水錶、電錶及氣體錶	(i)	位置	各住宅樓層之水錶房	各住宅樓層之電錶房	獨立煤氣錶安裝於單位之廚房(以下指明單位除外)。 以下單位之獨立煤氣錶安裝於該座相對住宅樓層之管道房內: 第2座 - 6樓至12樓, 15樓至23樓, 25樓至26樓, 28樓至33樓, 35樓至43樓, 45樓至53樓及55樓之J, K及L單位
		(ii)	就住宅單位而言是獨立抑或公用的錶	獨立	獨立	獨立

### 5. SECURITY FACILITIES

Item	Description
Security system and equipment (including details of built-in provisions and their locations)	CCTV cameras are provided at entrance lobbies, car parks, clubhouse, lifts and common areas and connected to the Management Office. Visitor intercom panel and security system are provided at tower entrance lobbies. Vehicular control system is installed at car parks. Each residential unit is equipped with video door phone connected to entrance lobby at 5/F.

### 5. 保安設施

細項	描述
保安系統及設備 (包括嵌入式的裝備的細節及其位置)	入口大堂、停車場、會所、升降機內及公用地方均設有閉路電視連接管理處。 各座入口大堂均提供訪客對講機及保安系統。停車場設有汽車控制系統。每戶住宅單位設有視像對講機連接5樓入口大堂。

### 6. APPLIANCES

Item	Description
Brand name and model number	For brand name and model number of appliances provision, please refer to the "Appliances Schedule".

### 6. 設備

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

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

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



# FITTINGS, FINISHES AND APPLIANCES 裝置、裝修物料及設備

## APPLIANCE SCHEDULE 設備說明表

### Tower 1 第1座

Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	6/F 6樓												7/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-49/F 7樓至12樓, 15樓至23樓, 25樓至26樓, 28樓至33樓, 35樓至43樓及 45樓至49樓												50/F 50樓														
			A	B	C	D	E	F	G	H	J	K	L	M	A	B	C	D	E	F	G	H	J	K	L	M	A	B	C	E	F	G	H	J	K	L	M				
Microwave Oven with Grill 微波燒烤爐	Siemens 西門子	BE634LGS1B	-	-	-	Y	Y	Y	-	-	Y	Y	Y	Y	-	-	-	Y	Y	Y	-	-	Y	Y	Y	Y	-	-	-	Y	Y	-	-	Y	Y	-	-	Y	Y	Y	Y
	Gaggenau	BMP224110	Y	Y	Y	-	-	-	Y	Y	-	-	-	-	Y	Y	Y	-	-	-	Y	Y	-	-	-	-	Y	Y	Y	-	-	Y	Y	-	-	Y	Y	-	-	-	-
Combi Oven with Steam 蒸焗爐	Gaggenau	BSP250110	Y	Y	Y	-	-	-	Y	Y	-	-	-	-	Y	Y	Y	-	-	-	Y	Y	-	-	-	-	Y	Y	Y	-	-	Y	Y	-	-	Y	Y	-	-	-	-
Single Door Refrigerator 單門雪櫃	Siemens 西門子	KU15RA65HK	Y	-	-	-	-	-	-	-	-	-	-	-	Y	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Double doors Refrigerator 雙門雪櫃	Siemens 西門子	KI86NAF31K	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Washer & Dryer 洗衣乾衣機	Siemens 西門子	WK14D321HK	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Wine Cellar 酒櫃	Gaggenau	RW404261	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Ceiling Exhaust Fan 天花式抽氣扇	Panasonic	FV-24CMH1	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	
		FV-24CMD1	Y	-	-	-	-	-	-	-	-	-	-	-	-	Y	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ventilation Exhaust Fan 抽氣扇		FV-04NU1H	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Thermo Ventilator 浴室寶		FV-30BG3H	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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

Note:

- “Y” denotes such appliance(s) is/are provided and/or installed in the residential unit. “-” denotes “not provided”. “\*” denotes such appliance(s) is/are installed in pipe duct of the same floor.
- 13/F, 14/F, 24/F, 34/F and 44/F are omitted. 27/F is refuge floor.
- The Vendor may substitute the appliances with the same model but with opposite side of hinge which is of comparable quality.

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

備註：

- “Y” 表示此設備於該住宅單位內提供及/或安裝。符號“-”表示“不提供”。符號“\*”表示此設備於同一層之管道房。
- 不設13樓、14樓、24樓、34樓及44樓。27樓為庇護層。
- 賣方可能以品質相若的對等相反鉸鏈型號代替設備。



# FITTINGS, FINISHES AND APPLIANCES 裝置、裝修物料及設備

## APPLIANCE SCHEDULE 設備說明表

### Tower 2 第2座

Appliances 設備	Brand Name 品牌名稱	Model Number 產品型號	6/F 6樓												7/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-53/F 7樓至12樓, 15樓至23樓, 25樓至26樓, 28樓至33樓, 35樓至43樓及 45樓至53樓												55/F 55樓																							
			A	B	C	D	E	F	G	H	J	K	L	M	N	A	B	C	D	E	F	G	H	J	K	L	M	N	A	B	C	D	E	F	G	J	K	L	M	N										
Microwave Oven with Grill 微波燒烤爐	Siemens 西門子	BE634LGS1B	-	-	Y	Y	Y	Y	Y	-	Y	Y	Y	-	Y	-	-	Y	Y	Y	Y	-	Y	Y	Y	-	Y	-	-	Y	Y	Y	-	Y	Y	Y	-	Y	Y	Y	-	Y								
	Gaggenau	BMP224110	Y	Y	-	-	-	-	-	Y	-	-	-	Y	-	Y	Y	-	-	-	-	Y	-	-	-	Y	-	-	Y	Y	-	-	-	Y	-	-	-	Y	-	-	-	Y	-							
Combi Oven with Steam 蒸焗爐	Gaggenau	BSP250110	Y	Y	-	-	-	-	-	Y	-	-	-	Y	-	Y	Y	-	-	-	-	Y	-	-	-	Y	-	-	Y	Y	-	-	-	Y	-	-	-	Y	-	-	-	Y	-							
Single Door Refrigerator 單門雪櫃	Siemens 西門子	KU15RA65HK	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Y	-	-	-	-				
Double doors Refrigerator 雙門雪櫃	Siemens 西門子	KI86NAF31K	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y			
Washer & Dryer 洗衣乾衣機	Siemens 西門子	WK14D321HK	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y			
Wine Cellar 酒櫃	Gaggenau	RW404261	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Y	-	-	-	-
Ceiling Exhaust Fan 天花式抽氣扇	Panasonic	FV-24CMH1	Y	Y	Y	Y	Y	Y	Y	-	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y		
		FV-24CMD1	Y	Y	-	-	-	-	-	-	-	-	-	Y	-	Y	Y	-	-	-	-	-	-	-	-	-	-	Y	-	Y	Y	-	-	-	Y	-	-	-	Y	-	-	-	Y	-	-	-	Y	-		
FV-04NU1H		Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Thermo Ventilator 浴室寶			FV-30BG3H	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

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

Note:

- “Y” denotes such appliance(s) is/are provided and/or installed in the residential unit. “-” denotes “not provided”. “\*” denotes such appliance(s) is/are installed in pipe duct of the same floor.
- 13/F, 14/F, 24/F, 34/F, 44/F and 54/F are omitted. 27/F is refuge floor.
- The Vendor may substitute the appliances with the same model but with opposite side of hinge which is of comparable quality.

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

備註：

- “Y” 表示此設備於該住宅單位內提供及/或安裝。符號“-”表示“不提供”。符號“\*”表示此設備於同一層之管道房。
- 不設13樓、14樓、24樓、34樓、44樓及54樓。27樓為庇護層。
- 賣方可能以品質相若的對等相反鉸鏈型號代替設備。









# FITTINGS, FINISHES AND APPLIANCES 裝置、裝修物料及設備

## SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL UNITS 住宅單位機電裝置數量說明表

### Tower 1 第1座

Location 位置	Description 描述	6/F 6樓												7/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-49/F 7樓至12樓, 15樓至23樓, 25樓至26樓, 28樓至33樓, 35樓至43樓及45樓至49樓												50/F 50樓											
		A	B	C	D	E	F	G	H	J	K	L	M	A	B	C	D	E	F	G	H	J	K	L	M	A	B	C	E	F	G	H	J	K	L	M	
Store Room 儲物房	Switch for Indoor A/C Unit 室內冷氣機開關掣	1	1	-	1	1	-	1	-	1	1	1	1	1	1	-	1	1	-	1	1	1	1	1	1	1	-	1	-	1	-	1	1	1	1		
	Lighting Point 燈位	1	1	-	1	1	-	1	-	1	1	1	1	1	1	-	1	1	-	1	1	1	1	1	1	1	1	-	1	-	1	-	1	1	1		
	13A Twin Socket Outlet 13安培雙位電插座	1	1	-	1	1	-	1	-	1	1	1	1	1	1	-	1	1	-	1	1	1	1	1	1	1	-	1	-	1	-	1	1	1	1		
	Telephone Outlet 電話插座	1	1	-	1	1	-	1	-	1	1	1	1	1	1	-	1	1	-	1	1	1	1	1	1	1	-	1	-	1	-	1	1	1	1		
	Lighting Switch 燈掣	1	1	-	1	1	-	1	-	1	1	1	1	1	1	-	1	1	-	1	1	1	1	1	1	1	2	1	-	1	-	1	1	1	1		
	13A Single Socket Outlet 13安培單位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-		
	Exhaust Fan Switch 抽氣扇開關掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-		
	Miniature Circuit Breakers Board 總電掣箱	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-		
Store Room inside Kitchen 廚房內的儲物房	Switch for Indoor A/C Unit 室內冷氣機開關掣	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Lighting Point 燈位	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	13A Single Socket Outlet 13安培單位電插座	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Lighting Switch 燈掣	2	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Exhaust Fan Switch 抽氣扇開關掣	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Miniature Circuit Breakers Board 總電掣箱	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Water Closet inside Store Room 儲物房內的洗手間	Lighting Point 燈位	1	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-			
	Power supply Point for Exhaust Fan 抽氣扇供電位	1	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-			
Balcony 露台	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
Utility Platform 工作平台	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
Flat Roof 平台	Lighting Point 燈位	4	-	4	-	4	5	5	4	3	4	6	5	-	-	-	-	-	-	-	-	-	-	-	-	3	-	-	-	-	-	-	-	-			
	13A Weatherproof Single Socket Outlet 13安培防水單位電插座	1	-	1	-	1	2	1	1	1	1	2	1	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-			
Roof 天台	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14	8	7	7	5	8	8	6	7	6	6	
	13A Weatherproof Single Socket Outlet 13安培防水單位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2	2	2	2	2	2	2	2	2		
	Weatherproof Lighting Switch 防水燈掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	2	2	2	2	2	2	2	2	2		

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

Note:

- “1, 2, .....” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”. “\*” denotes such appliance(s) is/are installed in pipe duct of the same floor.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch button(s).
- 13/F, 14/F, 24/F, 34/F and 44/F are omitted. 27/F is refuge floor.

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

備註:

- “1, 2, .....” 表示提供於該住宅單位內的裝置數量。符號“-”表示“不提供”。符號“\*”表示此設備於同一層之管道房。
- 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
- 不設13樓、14樓、24樓、34樓及44樓。27樓為庇護層。





# FITTINGS, FINISHES AND APPLIANCES 裝置、裝修物料及設備

## SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL UNITS 住宅單位機電裝置數量說明表

### Tower 2 第2座

Location 位置	Description 描述	6/F 6樓														7/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-53/F 7樓至12樓, 15樓至23樓, 25樓至26樓, 28樓至33樓, 35樓至43樓及45樓至53樓														55/F 55樓															
		A	B	C	D	E	F	G	H	J	K	L	M	N	A	B	C	D	E	F	G	H	J	K	L	M	N	A	B	C	D	E	F	G	J	K	L	M	N						
Bathroom 浴室	13A Single Socket Outlet 13安培單位電插座	1	1	-	-	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-	-	-	1	-			
	Connection Unit for Cabinet Light 櫃燈接線座	1	1	-	-	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-	-	-	1	-			
	Power supply Point for Exhaust Fan 抽氣扇供電位	1	1	-	-	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-	-	-	1	-			
	Power supply Point for Thermo Ventilator 浴室寶供電位	1	1	-	-	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-	-	-	1	-			
	Gas Water Heater Remote Control 煤氣熱水爐溫度控制	1	1	-	-	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-	-	-	-	-	-	1	-			
	Lighting Point 燈位	4	4	-	-	-	-	-	-	-	-	-	-	4	-	4	4	-	-	-	-	-	-	-	-	-	4	-	4	4	-	-	-	-	-	-	-	-	-	-	4	-			
Master Bathroom 1 主人浴室 1	13A Single Socket Outlet 13安培單位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
	Connection Unit for Cabinet Light 櫃燈接線座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-
	Power supply Point for Exhaust Fan 抽氣扇供電位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-
	Power supply Point for Thermo Ventilator 浴室寶供電位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-
	Gas Water Heater Remote Control 煤氣熱水爐溫度控制	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	-	-	-
Master Bathroom 2 主人浴室 2	13A Single Socket Outlet 13安培單位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-
	Connection Unit for Cabinet Light 櫃燈接線座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-
	Power supply Point for Exhaust Fan 抽氣扇供電位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-
	Power supply Point for Thermo Ventilator 浴室寶供電位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-
	Gas Water Heater Remote Control 煤氣熱水爐溫度控制	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-	-	-	-
Master Bathroom 3 主人浴室 3	13A Single Socket Outlet 13安培單位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
	Connection Unit for Cabinet Light 櫃燈接線座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
	Power supply Point for Exhaust Fan 抽氣扇供電位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
	Power supply Point for Thermo Ventilator 浴室寶供電位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
	Gas Water Heater Remote Control 煤氣熱水爐溫度控制	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-	-	-	-	

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

Note:

- “1, 2, .....” denotes the quantity of such provision(s) provided in the residential unit. “-” denotes “not provided”. “\*” denotes such appliance(s) is/are installed in pipe duct of the same floor.
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch button(s).
- 13/F, 14/F, 24/F, 34/F, 44/F and 54/F are omitted. 27/F is refuge floor.

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

備註:

- “1, 2, .....” 表示提供於該住宅單位內的裝置數量。符號“-”表示“不提供”。符號“\*”表示此設備於同一層之管道房。
- 說明表所顯示的燈掣數量是表示燈掣按鈕的數量。
- 不設13樓、14樓、24樓、34樓、44樓及54樓。27樓為庇護層。





## SERVICE AGREEMENTS 服務協議

Potable and flushing water is supplied by Water Supplies Department.

食水及沖廁水由水務署供應。

Electricity is supplied by CLP Power Hong Kong Limited.

電力由中華電力有限公司供應。

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

煤氣由香港中華煤氣有限公司供應。

## GOVERNMENT RENT 地稅

The Owner is liable for the Government rent of the residential property up to and including the date of completion of the sale and purchase of that residential property.

擁有人有法律責任繳付住宅物業直至該住宅物業買賣完成日(包括該日)為止之地稅。

## MISCELLANEOUS PAYMENTS BY PURCHASER 買方的雜項付款

1. On delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the Owner for the deposits for water, electricity and gas; and
2. On that delivery, the purchaser is not liable to pay to the Owner a debris removal fee.

Remark:

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

1. 在向買方交付住宅物業在空置情況下的管有權時，買方須負責向擁有人補還水、電力及氣體的按金；及
2. 在交付時，買方不須向擁有人支付清理廢料的費用。

備註：

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

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

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

凡物業或於買賣合約列出裝設於物業內的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的6個月內送達的書面通知後，須於合理地切實可行的範圍內盡快自費作出補救。

## MAINTENANCE OF SLOPES 斜坡維修

Not Applicable

不適用

## MODIFICATION 修訂

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

期數現時並沒有向政府提出申請修訂批地文件。

## RELEVANT INFORMATION 有關資料

### 1. NOISE MITIGATION MEASURES

The following noise mitigation measures will be provided in the Phase:-

Tower	Unit	Floor	Noise mitigation measures	
1	A	6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-50/F	Acoustic fin aside Master Bedroom	
			Maintenance Windows at Master Bedroom	
	B		Acoustic fin aside Master Bedroom	
			Maintenance Windows at Master Bedroom	
	E		Acoustic fin aside Master Bedroom	
			Maintenance Window(s) at Master Bedroom	
			6/F	Self-Closing Door at Master Bedroom
	F		6/F	Self-Closing Door at Living Room
			7/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-50/F	Maintenance Window at Living Room
			6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-50/F	Enhanced Acoustic Balcony at Living Room
				Self-Closing Door at Master Bedroom
				Acoustic Window at Master Bedroom
				Acoustic Window at Bedroom 1
			G	Acoustic fin aside Master Bedroom
				Maintenance Windows at Master Bedroom
			H	Acoustic fin aside Master Bedroom
Maintenance Windows at Master Bedroom				
2	A	6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-53/F and 55/F	Acoustic fin aside Master Bedroom	
			Maintenance Windows at Master Bedroom	
	B		Acoustic fin aside Master Bedroom	
			Maintenance Windows at Master Bedroom	
	M		Acoustic fin aside Master Bedroom	
			Maintenance Windows at Master Bedroom	

Remark:

- 13/F, 14/F, 24/F, 34/F, 44/F and 54/F are omitted; 27/F is refuge floor.

### 2. GONDOLA

Gondola systems of the residential towers in the Phase may operate and park in the airspace above the flat roof or roof, or outside the curtain walls or windows, which form part of a residential property.

### 1. 噪音緩解措施

期數將提供下列噪音緩解措施：-

座	單位	樓層	噪音緩解措施	
1	A	6樓至12樓， 15樓至23樓， 25樓至26樓， 28樓至33樓， 35樓至43樓及 45樓至50樓	主人睡房外有減音鱗片	
			維修窗於主人睡房	
	B		主人睡房外有減音鱗片	
			維修窗於主人睡房	
	E		主人睡房外有減音鱗片	
			維修窗於主人睡房	
			6樓	自動關閉門裝置於主人睡房
	F		6樓	自動關閉門裝置於客廳
			7樓至12樓， 15樓至23樓， 25樓至26樓， 28樓至33樓， 35樓至43樓及 45樓至50樓	維修窗於客廳
			6樓至12樓， 15樓至23樓， 25樓至26樓， 28樓至33樓， 35樓至43樓及 45樓至50樓	強效減音露台於客廳
				自動關閉門裝置於主人睡房
				減音窗於主人睡房
				減音窗於睡房1
			G	主人睡房外有減音鱗片
				維修窗於主人睡房
			H	主人睡房外有減音鱗片
維修窗於主人睡房				
2	A	6樓至12樓， 15樓至23樓， 25樓至26樓， 28樓至33樓， 35樓至43樓， 45樓至53樓及 55樓	主人睡房外有減音鱗片	
			維修窗於主人睡房	
	B		主人睡房外有減音鱗片	
			維修窗於主人睡房	
	M		主人睡房外有減音鱗片	
			維修窗於主人睡房	

備註：

1. 不設13樓、14樓、24樓、34樓、44樓及54樓；27樓是庇護層。

### 2. 吊船

期數住宅大樓之吊船系統可能會在屬於住宅物業一部分之平台或天台上空，或幕牆或窗戶外操作或停泊。

## WEBSITE OF THE PHASE 期數之互聯網網址

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

[www.grandcentral.hk](http://www.grandcentral.hk)

賣方為施行《一手住宅物業銷售條例》第2部而就期數指定的互聯網網站的網址：

[www.grandcentral.hk](http://www.grandcentral.hk)

# INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA (GFA) OF BUILDING

## 申請建築物總樓面面積寬免的資料

### BREAKDOWN OF GFA CONCESSIONS OBTAINED FOR ALL FEATURES 獲寬免總樓面面積的設施分項

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

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

Disregarded GFA under Building (Planning) Regulations 23(3) (b) 根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積			Area (m <sup>2</sup> ) 面積 (平方米)
1. (#)	Carpark and loading / unloading area excluding public transport terminus	停車場及上落客貨範圍 (公共交通總站除外)	8587.331
2.	Plant rooms and similar services	機房及類似設施	
2.1 (#)	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc.	所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》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	482.634
2.2 (#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc.	所佔面積不受任何《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	1374.708
2.3 (#)	Non-mandatory or non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.	非強制性或非必要機房，例如冷氣機機房、風櫃房等	Not Applicable 不適用
Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第1及第2號提供的環保設施			
3. (#)	Balcony	露台	1171.148
4. (#)	Wider common corridor and lift lobby	加闊的公用走廊及升降機大堂	Not Applicable 不適用
5. (#)	Communal sky garden	公用空中花園	Not Applicable 不適用
6. (#)	Acoustic fin	隔音鱗片	26.748
7. (#)	Wing wall, wind catcher and funnel	翼牆、捕風器及風斗	Not Applicable 不適用
8. (#)	Non-structural prefabricated external wall	非結構性預製外牆	863.314
9. (#)	Utility platform	工作平台	768.000
10. (#)	Noise barrier	隔音屏障	1118.550
Amenity Features 適意設施			
11. (#)	Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office	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	65.927
12. (#)	Residential Recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities	住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等	2374.990
13. (#)	Covered landscaped and play area	有上蓋的園景區及遊樂用地	1189.298
14. (#)	Horizontal screens / covered walkways, trellis	橫向屏障/ 有蓋人行道、花棚	19.339
15. (#)	Larger lift shaft	擴大升降機井道	1586.427

INFORMATION IN APPLICATION FOR CONCESSION ON  
GROSS FLOOR AREA OF BUILDING  
申請建築物總樓面面積寬免的資料

16. (#)	Chimney shaft	煙囪管道	Not Applicable 不適用
17. (#)	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	其他非強制性或非必要機房，例如鍋爐房、衛星電視共用天線房	Not Applicable 不適用
18. (#)	Pipe duct, air duct for mandatory feature or essential plant room	強制性設施或必要機房所需的管槽、氣槽	Not Applicable 不適用
19. (#)	Pipe duct, air duct for non-mandatory or non-essential plant room	非強制性設施或非必要機房所需的管槽、氣槽	Not Applicable 不適用
20. (#)	Plant room, pipe duct, air duct for environmentally friendly system and feature	環保系統及設施所需的機房、管槽及氣槽	Not Applicable 不適用
21. (#)	Void in duplex domestic flat and house	複式住宅單位及洋房的中空	Not Applicable 不適用
22. (#)	Projections such as air-conditioning box and platform with a projection of more than 750mm from the external wall	伸出物，如空調機箱及伸出外牆超過750毫米的平台	Not Applicable 不適用
Other Exempted Items 其他項目			
23. (#)	Refuge floor including refuge floor cum sky garden	庇護層，包括庇護層兼空中花園	1777.297
24. (#)	Other projections	其他伸出物	Not Applicable 不適用
25. (#)	Public transport terminus	公共交通總站	Not Applicable 不適用
26. (#)	Party structure and common staircase	共用構築物及樓梯	Not Applicable 不適用
27. (#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	Not Applicable 不適用
28. (#)	Public passage	公眾通道	Not Applicable 不適用
29. (#)	Covered set back area	因建築物後移導致的覆蓋面積	Not Applicable 不適用
Bonus GFA 額外總樓面面積			
30. (#)	Bonus GFA	額外總樓面面積	Not Applicable 不適用

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

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

# INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

## 申請建築物總樓面面積寬免的資料

### ENVIRONMENTAL ASSESSMENT OF THE BUILDING 建築物的環境評估

**Green Building Certification**

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

**Provisional PLATINUM**




Application no.: PAP0005/18

**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  
鉑金級**




申請編號: PAP0005/18

### ESTIMATED ENERGY PERFORMANCE OR CONSUMPTION FOR THE COMMON PARTS OF THE DEVELOPMENT 發展項目的公用部分的預計能量表現或消耗

Latest information on the estimated energy performance or consumption for the common parts of the development as submitted to the Building Authority prior to the printing of the sales brochure:

於印製售樓說明書前呈交予建築務監督發展項目的公用部份的預計能量表現或消耗的最近期資料：

Part I 第I部份	
提供中央空調 Provision of Central Conditioning	是 Yes
提供具能源效益的設施 Provision of Energy Efficient Features	是 Yes
擬安裝的具能源效益的設施 Energy Efficient Features proposed:	Grey Water Recycling System 中水回用系統 Rain Water Recycling System 雨水回用系統 Heat Recovery System 熱回收系統

### Part II: The predicted annual energy use of the proposed building / part of building<sup>(Note 1)</sup> 第II部份：擬興建樓宇/部份樓宇預計每年能源消耗量<sup>(註腳1)</sup>

Location 位置	Internal Floor Area Served (m <sup>2</sup> ) 使用有關裝置的內部樓面面積 (平方米)	Annual Energy Use of Baseline Building <sup>(Note 2)</sup> 基線樓宇每年能源消耗量 <sup>(備註2)</sup>		Annual Energy Use of Proposed Building 擬興建樓宇每年能源消耗量	
		Electricity kWh / m <sup>2</sup> / annum 電力 千瓦小時 / 平方米 / 年	Town Gas / LPG unit / m <sup>2</sup> / annum 煤氣 / 石油氣 用量單位 / 平方米 / 年	Electricity kWh / m <sup>2</sup> / annum 電力 千瓦小時 / 平方米 / 年	Town Gas / LPG unit / m <sup>2</sup> / annum 煤氣 / 石油氣 用量單位 / 平方米 / 年
Central building services installation <sup>(Note 3)</sup> 有使用中央屋宇裝備裝置 <sup>(備註3)</sup>	16088.0	83.0	N/A	71.4	N/A
Podium(s) (central building services installation) 平台(中央屋宇裝備裝置)	71075.4	154.1	N/A	127.3	N/A

# INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

## 申請建築物總樓面面積寬免的資料

Part III: The following installation(s) are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD)  
第III部份：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 Type of Installations	是 Yes	否 No	不適用 N/A
照明裝置 Lighting Installations	✓		
空調裝置 Air Conditioning Installations	✓		
電力裝置 Electrical Installations	✓		
升降機及自動梯的裝置 Lift & Escalator Installations	✓		
以總能源為本的方法 Performance-based Approach			✓

### Notes:

- In general, the lower the estimated “Annual Energy Use” of the building, the more efficient of the building in terms of energy use. For example, if the estimated “annual energy use of proposed building” is less than the estimated “annual energy use of baseline building”, it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency. The predicted annual energy use, in terms of electricity consumption (kWh/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:
  - “total annual energy use” has the same meaning of “annual energy use” under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (v1.2 version); and
  - “internal floor area”, in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” under Section 4 and Appendix 8 of the BEAM Plus for New Building (v1.2 version).
- “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installations in Building.
- 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).

### 備註:

- 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：-
  - “每年能源消耗量”與新建樓宇BEAM Plus標準(1.2版)第4節及附錄8中的「年能源消耗」具有相同涵義；及
  - 樓宇、空間或單位的“內部樓面面積”，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- “基準樓宇”與新建樓宇BEAM Plus標準(1.2版)第4節及附錄8中的“基準建築物模式(零分標準)”具有相同涵義。
- “中央屋宇裝備裝置”與樓宇的屋宇裝備裝置能源效益實務守則中的涵義相同。
- 平台一般指發展項目的最低部分(通常為發展項目最低於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。

INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT  
地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase (the "Agreement") 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 Agreement, sub-sell that residential unit or parking space or transfer the benefit of the Agreement 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 Agreement, agrees (at its own discretion) to cancel the Agreement or the obligations of the purchaser under the Agreement, the Vendor is entitled to retain the sum of 5% of the total purchase price of the residential unit and the parking space specified in the Agreement and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement.
  3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective Assignments to the purchasers.
  4. The purchaser who has signed an Agreement has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Phase as well as the total construction costs and the total professional fees expended and paid as at the end of the 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. The "Green Area" is referred to in Special Condition Nos. (5), (6), (7) and (8) of the Land Grant, which are set out in full under the Summary of Land Grant of this sales brochure.
  6. The "Pedestrian Link" is referred to in Special Condition Nos. (19) and (20) of the Land Grant, which are set out in full under the Summary of Land Grant of this sales brochure.
  7. The "Footbridge Portion" is referred to in Special Condition No.(21) and (22) of the Land Grant, which are set out in full under the Summary of Land Grant of this sales brochure.
  8. The "Pink Hatched Blue Area" and "the Approved Structures" are referred to in Special Condition No.(23) of the Land Grant, which is set out in full under the Summary of Land Grant of this sales brochure.
  9. The "Public Open Space" is referred to in Special Condition No.(24) of the Land Grant, which is set out in full under the Summary of Land Grant of this sales brochure.
  10. The "Items" is referred to in Special Condition No.(39) of the Land Grant, which is set out in full under the Summary of Land Grant of this sales brochure.
1. 買方須於正式買賣合約（「買賣合約」）下與賣方約定，除訂立按揭或押記外，在買賣完成及簽署轉讓契前，買方不得提名任何人士接受買賣合約指明之住宅單位或停車位之轉讓、轉售該住宅單位或停車位或以任何形式轉移該住宅單位或停車位之買賣合約之權益、或訂立任何有關上述提名、轉售或轉移權益之協議。
  2. 若賣方應買賣合約下買方要求同意（同意與否賣方有酌情權決定）取消買賣合約或買賣合約下買方之責任，賣方有權保留等同買賣合約指明之住宅單位及停車位總售價5%之金額，另買方須向賣方繳付或補還（視屬何情況而定）所有與取消買賣合約有關之法律費用、收費及開銷（包括任何印花稅）。
  3. 賣方將會或已經（視屬何情況而定）支付所有關發展項目在其上興建之土地於批文件日期起計至相關買家轉讓契日期（包括該兩日）期間之未付地稅。
  4. 已簽署買賣合約之買方，如已支付不多於港幣\$100之象徵式費用（按每次要求計），有權獲取（而當其要求時將獲提供）以下資料之最新紀錄印本：完成期數的總建築費用及總專業費用及截至該要求作出當月前之月份完結時已支出和繳付之總建築費用及總專業費用。
  5. 「綠色範圍」在批地文件特別條款第(5)、(6)、(7)及(8)條提及。該條款在本售樓說明書的「批地文件的摘要」中全部列出。
  6. 「行人通道」在批地文件特別條款第(19)及(20)條提及。該條款在本售樓說明書的「批地文件的摘要」中全部列出。
  7. 「行人天橋部分」在批地文件特別條款第(21)及(22)條提及。該條款在本售樓說明書的「批地文件的摘要」中全部列出。
  8. 「粉紅色加藍色斜線範圍」及「核准構築物」在批地文件特別條款第(23)條提及。該條款在本售樓說明書的「批地文件的摘要」中全部列出。
  9. 「公眾休憩用地」在批地文件特別條款第(24)條提及。該條款在本售樓說明書的「批地文件的摘要」中全部列出。
  10. 「該等物件」在批地文件特別條款第(39)條提及。該條款在本售樓說明書的「批地文件的摘要」中全部列出。

There may be future changes to the Phase and the surrounding areas.  
期數及其周邊地區日後可能出現改變。

Date of Printing : 4 December 2018  
印製日期：2018年12月4日

# EXAMINATION RECORD

## 檢視記錄

Examination / Revision Date 檢視 / 修改日期	Page Number 頁次	Revision Made 所作修改
1 March 2019 2019年3月1日	10	Information on vendor and others involved in the phase is updated 更新賣方及有參與期數的其他人的資料
	16	Location plan of the development is updated 更新發展項目的所在位置圖
	17	Aerial photograph of the phase is updated 更新期數的鳥瞰照片
	18, 19	Obsolete aerial photograph of the phase is deleted 刪除期數的過時鳥瞰照片
	47	Area of residential properties in the phase is updated 更新期數中的住宅物業的面積
	136	Fittings, finishes and appliances is updated 更新裝置、裝修物料及設備
31 May 2019 2019年5月31日	13, 14	Information on design of the phase is updated 更新期數的設計的資料
	16	Location plan of the development is updated 更新發展項目的所在位置圖
	17, 18	Aerial photograph of the phase is updated 更新期數的鳥瞰照片
	Statement on future changes to the Phase and the surrounding areas and Date of Printing 有關期數及其周邊地區日後可能出現改變的聲明及印製日期	Typo is corrected 更正打字錯誤
Examination Record 檢視記錄	Typo is corrected 更正打字錯誤	
5 August 2019 2019年8月5日	13, 14	Information on design of the phase is updated 更新期數的設計的資料
	16	Location plan of the development is updated 更新發展項目的所在位置圖
	17, 18	Aerial photograph of the phase is updated 更新期數的鳥瞰照片
	25	Layout plan of the development is updated 更新發展項目的布局圖
	26-33, 35-41, 43	Floor plans of residential properties in the phase is updated 更新期數的住宅物業的樓面平面圖
	44, 47, 48, 51	Area of residential properties in the phase is updated 更新期數中的住宅物業的面積
	65, 78	Summary of land grant is updated 更新批地文件的摘要
	89, 103	Information on public facilities and public open spaces is updated 更新公共設施及公眾休憩用地的資料
	122-125	Elevation Plan is updated 更新立面圖
	128	Information on common facilities in the phase is updated 更新期數中的公用設施的資料
	130, 141, 143, 145, 148-150, 154	Fittings, finishes and appliances is updated 更新裝置、裝修物料及設備
158	Information in application for concession on gross floor area (GFA) of building is updated 更新申請建築物總樓面面積寬免的資料	
20 September 2019 2019年9月20日	16	Location plan of the development is updated 更新發展項目的所在位置圖
	56, 57, 59	Summary of deed of mutual covenant is updated 更新公契的摘要

# EXAMINATION RECORD

## 檢視記錄

Examination / Revision Date 檢視 / 修改日期	Page Number 頁次	Revision Made 所作修改
20 December 2019 2019年12月20日	16	Location plan of the development is updated 更新發展項目的所在位置圖
	65, 78	Summary of land grant is updated 更新批地文件的摘要
	89, 103	Information on public facilities and public open spaces is updated 更新公共設施及公眾休憩用地的資料
20 March 2020 2020年3月20日	16	Location plan of the development is updated 更新發展項目的所在位置圖
	25	Layout plan of the development is updated 更新發展項目的布局圖
13 May 2020 2020年5月13日	Cover 封面	Logo of the Development is updated 更新發展項目的標誌
	Inner Cover 內頁封面	Logo of the Development is updated 更新發展項目的標誌
	14	Information on design of the phase is updated 更新期數的設計的資料
	25	Layout plan of the development is updated 更新發展項目的布局圖
	26, 27, 29, 31, 33, 35, 37, 39, 41, 43	Floor plans of residential properties in the phase is updated 更新期數的住宅物業的樓面平面圖
	47, 48, 51	Area of residential properties in the phase is updated 更新期數中的住宅物業的面積
	52, 53	Floor plans of parking spaces in the Phase is updated 更新期數中的停車位的樓面平面圖
	115-118	Information On Public Facilities And Public Open Spaces is updated 更新公共設施及公眾休憩用地的資料
	119-121	Cross-Section Plan Of Building In The Phase is updated 更新期數中的建築物的橫截面圖
	122-127	Elevation Plan is updated 更新立面圖
	128	Information on common facilities in the phase is updated 更新期數中的公用設施的資料
	158	Information in application for concession on gross floor area (GFA) of building is updated 更新申請建築物總樓面面積寬免的資料
13 August 2020 2020年8月13日	10	Information on vendor and others involved in the phase is updated 更新賣方及有參與期數的其他人的資料
	16	Location plan of the development is updated 更新發展項目的所在位置圖
	132, 133	Fittings, finishes and appliances is updated 更新裝置、裝修物料及設備

# EXAMINATION RECORD

## 檢視記錄

Examination / Revision Date 檢視 / 修改日期	Page Number 頁次	Revision Made 所作修改
13 November 2020 2020年11月13日	16	Location plan of the development is updated 更新發展項目的所在位置圖
	17, 18	Aerial photograph of the phase is updated 更新期數的鳥瞰照片
	25	Layout plan of the development is updated 更新發展項目的布局圖
	29, 31, 33, 35, 37, 39, 41, 43	Floor plans of residential properties in the phase is updated 更新期數的住宅物業的樓面平面圖
	52, 53	Floor plans of parking spaces in the Phase is updated 更新期數中的停車位的樓面平面圖
	115, 117, 118	Information On Public Facilities And Public Open Spaces is updated 更新公共設施及公眾休憩用地的資料
	122-127	Elevation Plan is updated 更新立面圖
	128	Information on common facilities in the phase is updated 更新期數中的公用設施的資料
	158	Information in application for concession on gross floor area (GFA) of building is updated 更新申請建築物總樓面面積寬免的資料



