THE ASTER

物業資料説明書
PROJECT INFORMATION
BROCHURE



THE ASTER

發展項目的資料 INFORMATION ON THE DEVELOPMENT

發展項目名稱

The Aster

發展項目所位於的街道的名稱及由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數 山光道7A號

發展項目包含一幢多單位建築物

該幢多單位建築物的樓層的總數

共29層

(低層地下2樓、低層地下1樓、天台、機房層、水缸層及高層天台 除外)

發展項目的經批准的建築圖則所規定的該幢多單位建築物內的 樓層號數

低層地下2樓、低層地下1樓、地下、1樓至3樓、5樓至12樓、 15樓至23樓及25樓至32樓

有不依連續次序的樓層號數的該幢多單位建築物內被略去的樓層 號數

不設4樓、13樓、14樓及24樓

庇護層

天台

Name of the Development

The Aster

The name of the street at which the Development is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Development 7A Shan Kwong Road

The Development consists of one multi-unit building

Total Number of storeys of the multi-unit building

29 storeys

(Excluding LG-2/F, LG-1/F, Roof Floor, Machine Room Floor, Water Tank Floor and Top Roof)

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

LG-2/F, LG-1/F, G/F, 1/F to 3/F, 5/F to 12/F, 15/F to 23/F and 25/F to 32/F

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

4/F, 13/F, 14/F and 24/F are omitted

Refuge Floor

Roof Floor

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

賣方

勤正有限公司

賣方之控權公司
Spring New Investments Limited
Goldash Holdings Limited
Kerry Properties (Hong Kong) Limited
嘉里建設有限公司
嘉里控股有限公司

Kerry Group Limited

發展項目的認可人士 余鍊強先生

發展項目的認可人士以其專業身分擔任經營人、董事或僱員的商號 或法團

崔德剛建築工程師樓有限公司

發展項目的承建商 永森建築工程有限公司

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所 高李葉律師行

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可 機構

不適用

已為發展項目的建造提供貸款的任何其他人 Spring New Investments Limited Vendor

Best Insight Limited

Holding Companies of the Vendor Spring New Investments Limited Goldash Holdings Limited Kerry Properties (Hong Kong) Limited

Kerry Properties Limited Kerry Holdings Limited Kerry Group Limited

Authorized Person for the Development

Mr. Yu Lin Keung Maurice

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

T.K. Tsui & Associates Limited

Building Contractor for the DevelopmentWing Sum Construction & Engineering Co. Ltd.

The firm of solicitors acting for the owner in relation to the sale of residential properties in the Development

Kao, Lee & Yip

Authorized Institution that has made a loan, or has undertaken to provide finance, for the construction of the Development Not Applicable

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

Spring New Investments Limited

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

發展項目有構成圍封牆的一部分的非結構的預製外牆。

There are non-structural prefabricated external walls forming part of the enclosing walls of the Development.

發展項目的非結構的預製外牆的厚度範圍為150毫米。

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

每個住宅物業的非結構的預製外牆的總面積表 SCHEDULE OF TOTAL AREA OF 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 Total Area of Non-Structural Prefabricated External Walls of Each Residential Property					
樓層 Floor	單位 Flat 非結構的預製外牆的總面積 (平方 Total Area of Non-Structural Prefabricated External Walls (sq.1				
	A	1.076			
1樓	В	1.076			
1/F	С	1.076			
	D	1.076			
2樓至3樓、	A	1.076			
5樓至12樓、 15樓至23樓及	В	1.076			
25樓至30樓 2/F-3/F, 5/F-12/F,	С	1.076			
15/F-23/F and 25/F-30/F	D	1.076			
31樓	A	2.152			
31/F	В	2.152			

發展項目沒有構成圍封牆的一部分的幕牆。

There are no curtain walls forming part of the enclosing walls of the Development.

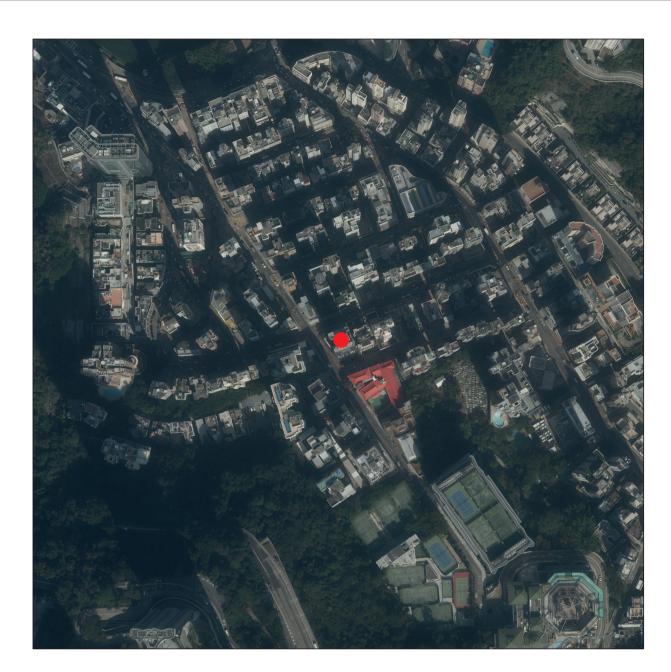
物業管理的資料 INFORMATION ON PROPERTY MANAGEMENT

根據有關公契的最新擬稿,獲委任為本發展項目的管理人:

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

嘉里物業管理服務有限公司

Kerry Property Management Services Limited





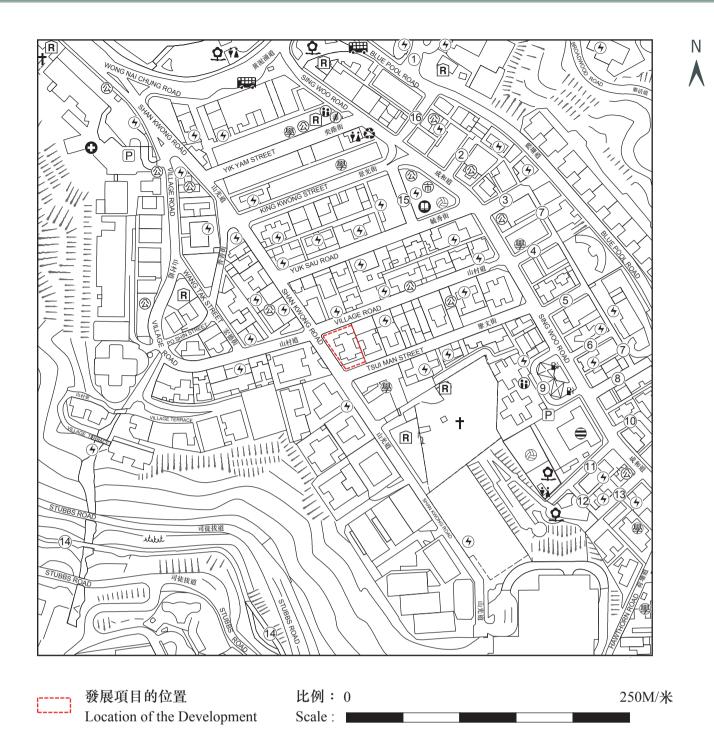
發展項目的位置The Location of the Development

附註:

- 1. 香港特別行政區政府地政總署測繪處版權所有,未經許可, 不得複製。
- 2. 摘錄自地政總署測繪處於2022年1月11日6,900呎飛行高度 拍攝之鳥瞰照片,編號為E145112C。

Notes:

- 1. Survey and Mapping Office, Lands Department, The Government of HKSAR © Copyright reserved reproduction by permission only.
- 2. Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, Photo No. E145112C dated 11 January 2022.



附註:

- 1. 地圖由香港地理數據站提供,香港特別行政區政府為知識 產權擁有人。
- 2. 此所在位置圖參考測繪圖編號 T11-SE-C 及 T11-SW-D, 經修正處理。

Notes:

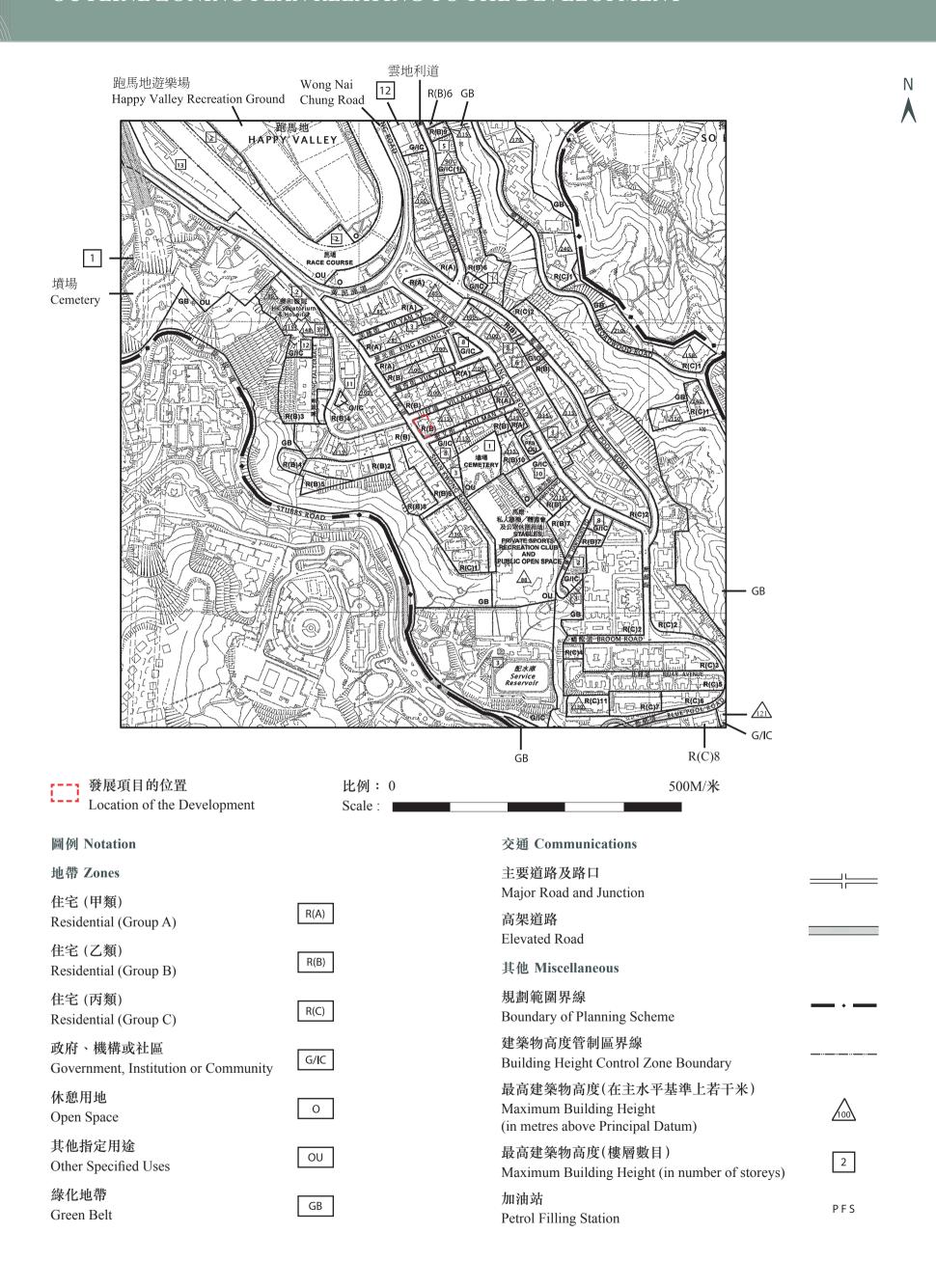
- 1. The map is provided by the Hong Kong GeoData Store and intellectual property rights are owned by the Government of the HKSAR.
- 2. This location plan is made with reference to Survey Sheet No. T11-SE-C and T11-SW-D with adjustments where necessary.

圖例 Notation

*	Addiction Treatment Centre	戒毒院所
†	Cemetery	墳場
0	Hospital	醫院
	Library	圖書館
(Market (including wet market and wholesale market)	市場(包括濕貨市場及批發市場)
	Petrol Filling Station	油站
\Rightarrow	Police Station	警署
4	Power Plant (including Electricity Sub-Stations)	發電廠 (包括電力分站)
P	Public Carpark (including lorry park)	公眾停車場 (包括貨車停泊處)
Ϋ́Ā	Public Convenience	公廁
0	Public Park	公園
••••	Public Transport Terminal (including rail station)	公共交通總站 (包括鐵路車站)
②	Public Utility Installation	公用事業設施裝置
	Refuse Collection Point	垃圾收集站
R	Religious Institution (including church, temple and Tsz Tong)	宗教場所(包括教堂、廟宇及祠堂)
P	School (including kindergarden)	學校 (包括幼稚園)
(i)	Social Welfare Facilities (including elderly centre and home for the mentally disabled)	社會福利設施 (包括老人中心及 弱智人士護理院)
	Sports Facilities (including sports ground and swimming pool)	體育設施 (包括運動場及游泳池)

Street names in Chinese and English not shown in full in the location plan of the Development: 於發展項目的所在位置圖未能顯示之街道的中英文全名:

① Ventris Road	雲地利葅	9 K	wai Sing Lane	桂成里
② Yuen Yuen Street	源遠街	10 Si	ng Woo Crescent	成和坊
3 Min Fat Street	綿發街	① K	wai Fong Street	桂芳街
4 Cheong Ming Stre	et 昌明街	12 Cl	nun Shing Street	春勝街
Shing Ping Street	昇平街	13 M	ui Hing Street	梅馨街
6 Lun Hing Street	聯興街	14 Bo	owen Road	寶雲道
7 Hip Wo Lane	協和里	15 Ts	sap Tseung Street	集祥街
8 Tsun Yuen Street	晉源街	16 Ts	soi Tak Street	載德街

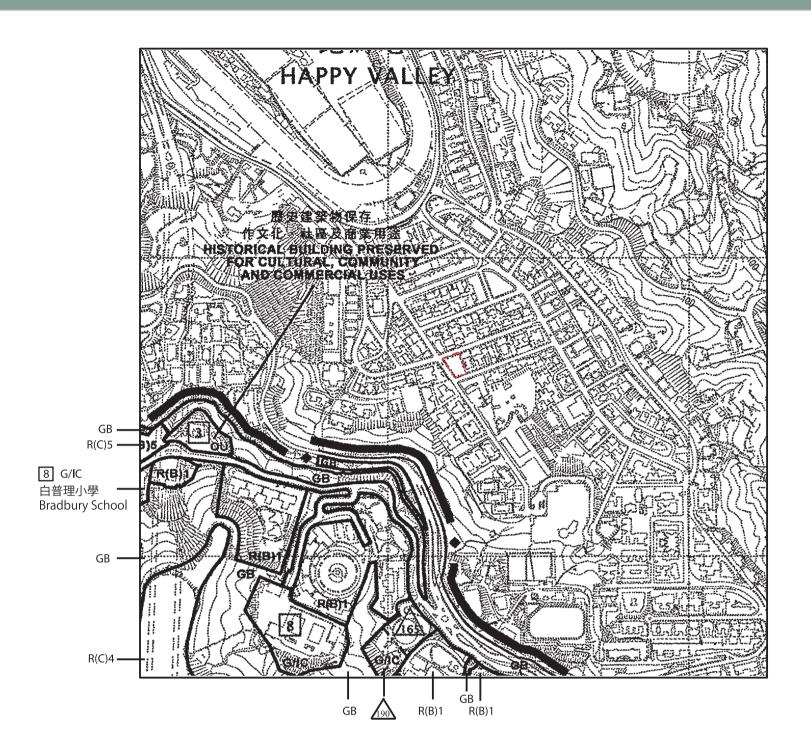


附註:

摘錄自2020年12月4日刊憲之黃泥涌分區計劃大綱核准圖,圖則編號為S/H7/21,經修正處理。

Notes:

Adopted from the approved Wong Nai Chung Outline Zoning Plan No. S/H7/21, gazetted on 4 December 2020, with adjustments where necessary.





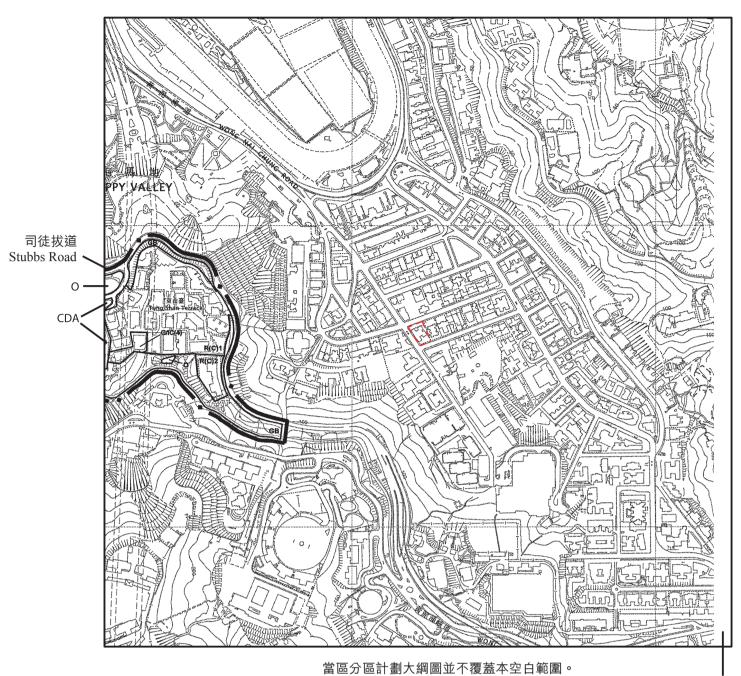
附註:

摘錄自2018年4月6日刊憲之山頂區分區計劃大綱核准圖,圖則編號為S/H14/13,經修正處理。

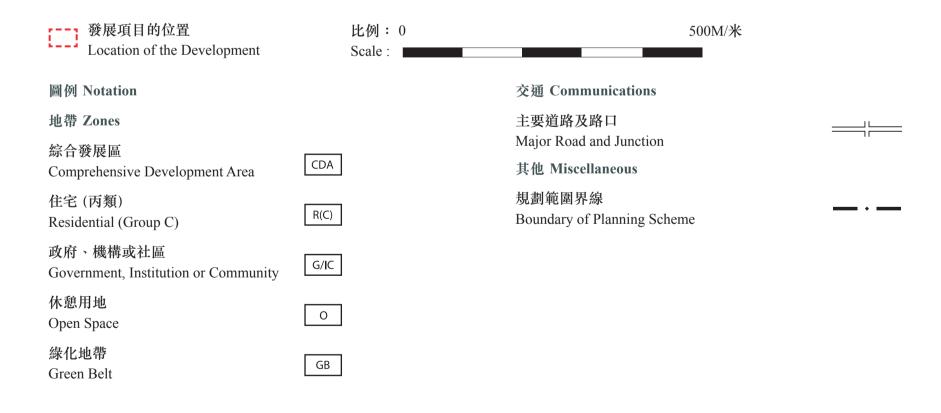
Notes:

Adopted from the approved The Peak Area Outline Zoning Plan No. S/H14/13, gazetted on 6 April 2018, with adjustments where necessary.

Ν



The blank area falls outside the coverage of the relevant Outline Zoning Plan.



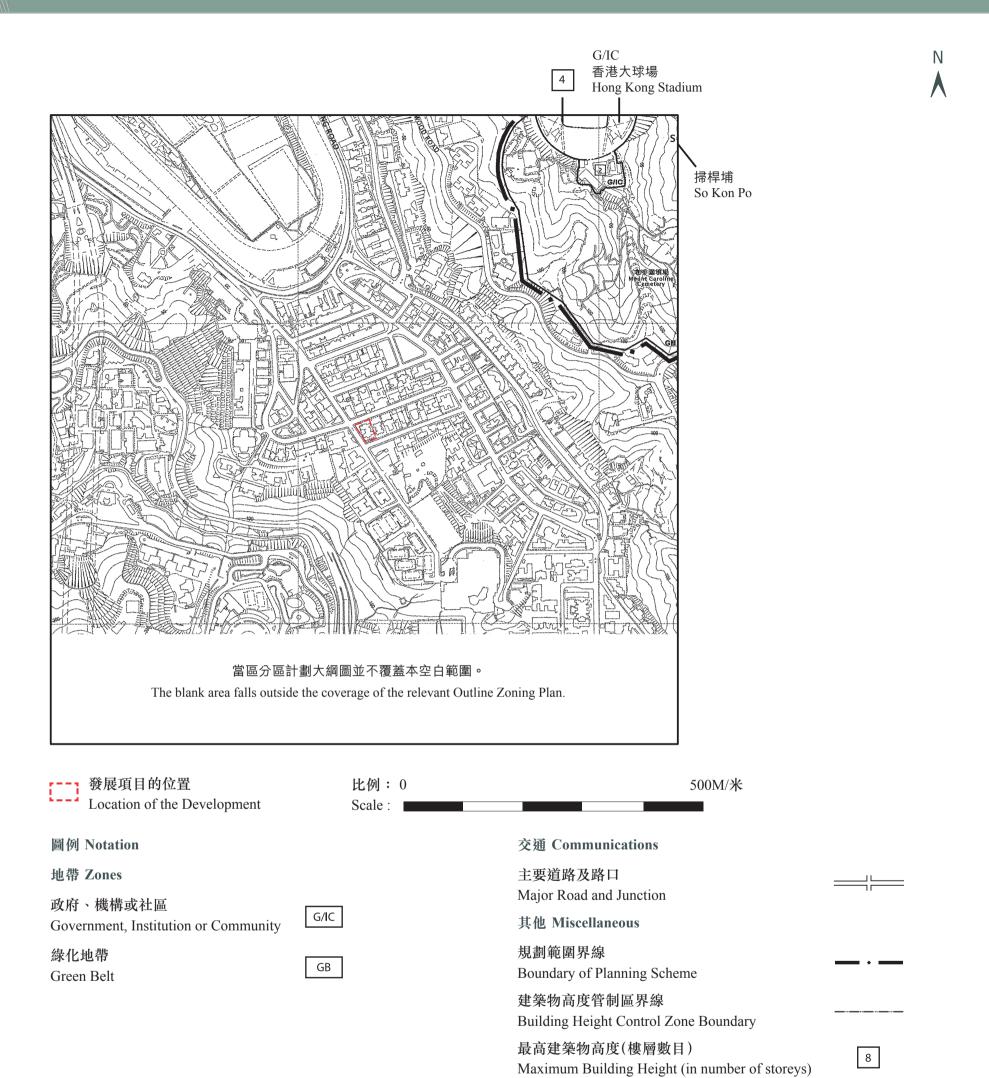
附註:

摘錄自2010年9月17日刊憲之半山區東部分區計劃大綱核准圖,圖則編號為S/H12/12,經修正處理。

Notes:

Adopted from the approved Mid-Levels East Outline Zoning Plan No. S/H12/12, gazetted on 17 September 2010, with adjustments where necessary.

Ν



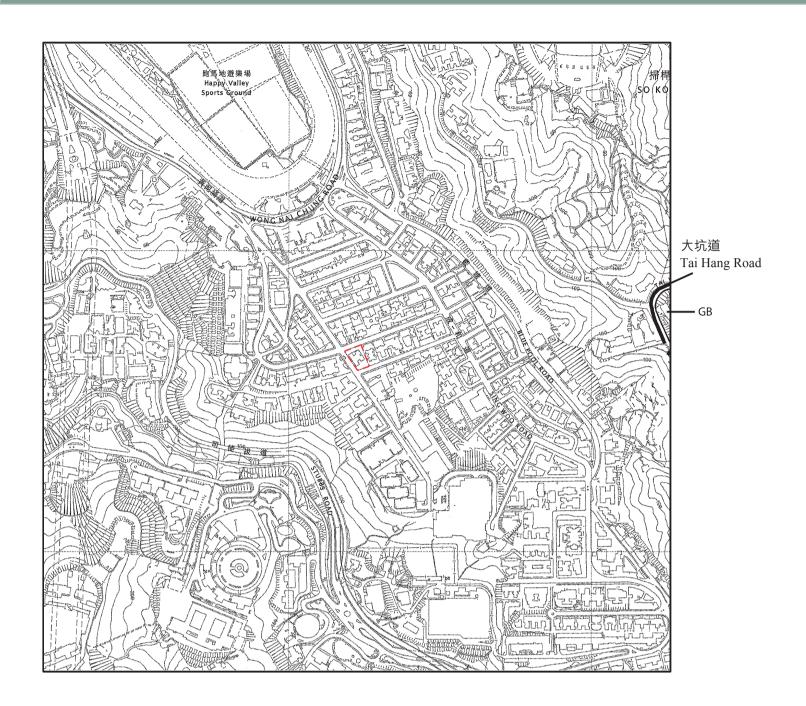
附註:

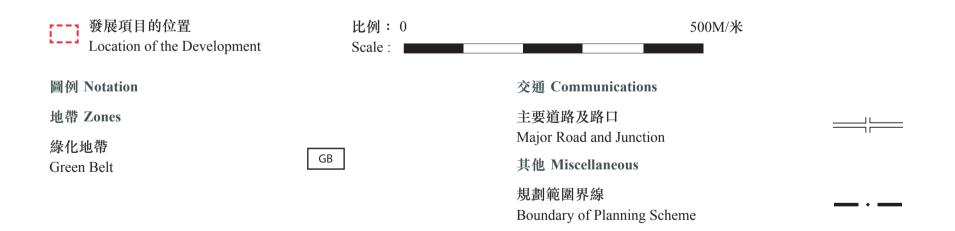
摘錄自2019年1月18日刊憲之銅鑼灣分區計劃大綱核准圖,圖則編號為S/H6/17,經修正處理。

Notes:

Adopted from the approved Causeway Bay Outline Zoning Plan No. S/H6/17, gazetted on 18 January 2019, with adjustments where necessary.

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





附註:

摘錄自2007年10月18日刊憲之渣甸山及黃泥涌峽分區計劃大綱核准圖,圖則編號為S/H13/12,經修正處理。

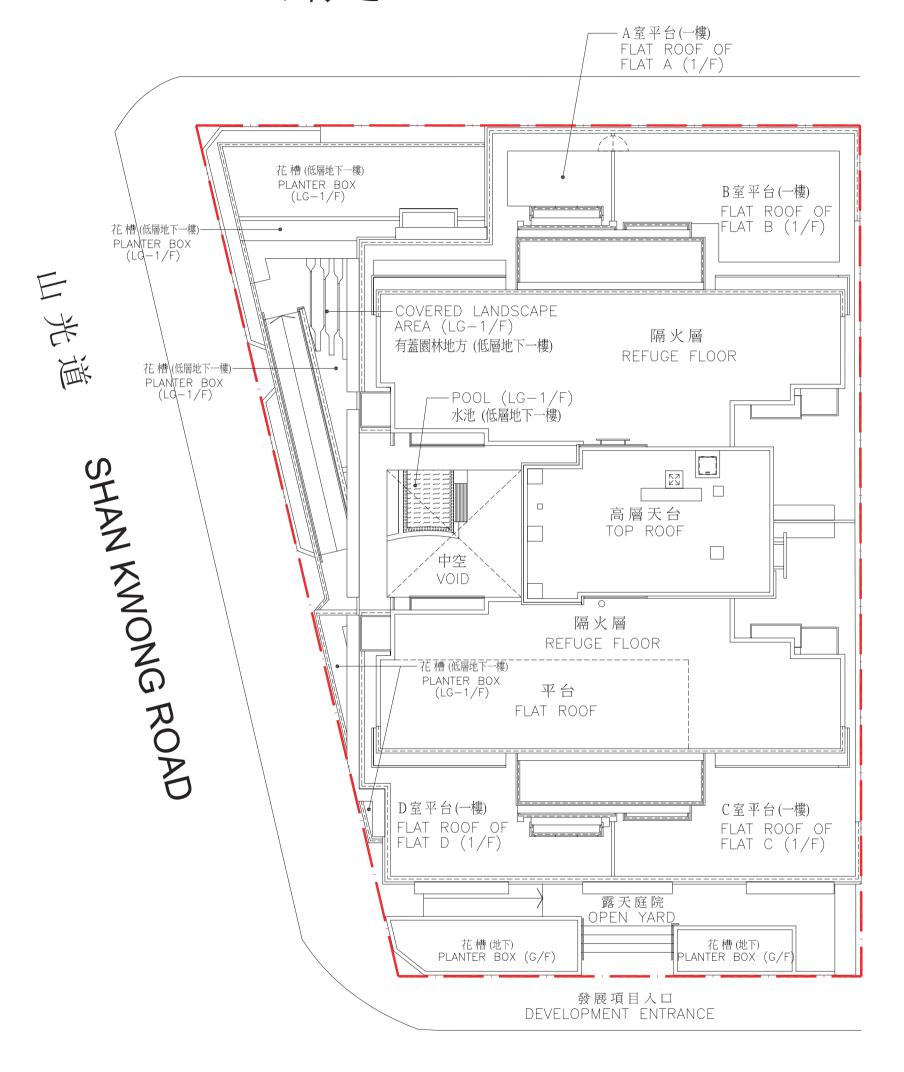
Notes:

Adopted from the approved Jardine's Lookout & Wong Nai Chung Gap Outline Zoning Plan No. S/H13/12, gazetted on 18 October 2007, with adjustments where necessary.

Ν



山村道 VILLAGE ROAD



聚 文 街 TSUI MAN STREET

樓面平面圖中的名詞及簡稱之圖例 LEGEND OF THE TERMS AND ABBREVIATIONS ON FLOOR PLANS

空調機平台 A/C PLATFORM Air-conditioning Platform A/C PLATFORM ABOVE Air-conditioning Platform Above 上層空調機平台位置 空調機平台 A/C PLINTH Plinth for Air-conditioning ALUM. COVER OF BAL Aluminium Cover of Balcony 鋁板露台頂 ARCH. FEATURE Architectural Feature 建築裝飾 BAL. Balcony 露台

BAL. ABOVE 上層露台位置 **Balcony Above** Bathroom 浴室 **BATH** BED 1 Bedroom 1 睡房1 BED 2 Bedroom 2 睡房 2

BUILDING LINE ABOVE Building Line Above 上層建築物線

B.W. Bay Window 窗台 **CABINET** Cabinet 儲物櫃 **COMMON AREA** Common Area 公共地方

COVER OF U.P. Cover of Utility Platform 工作平台頂 DIN. Dining Room 飯廳

ELE. METER CABINET **Electrical Meter Cabinet** 電錶櫃 FH Fire Hydrant 消防栓 FIRE WALL Fire Wall 防火牆 Flat Roof FLAT ROOF 平台 HR Hose Reel 喉轆 LAV. Lavatory 洗手間 LIFT Lift 升降機

LIFT LOBBY Lift Lobby 升降機大堂 LIV. Living Room 客廳 M. BATH Master Bathroom 主人浴室 M. BED Master Bedroom 主人睡房 **OPEN KITCHEN** Open Kitchen 開放式廚房

Pipe Duct 管槽 **RSMRC** Refuse Storage and Material Recovery Room 垃圾及物料回收室

ST. RM Store Room 儲物室 電話槽 TEL. D Telephone Duct **Utility Platform** U.P. 工作平台

U.P. ABOVE Utility Platform Above 上層工作平台位置

VOID Void 中空

Water Meter Cabinet 水錶櫃 WATER METER CABINET

備註:

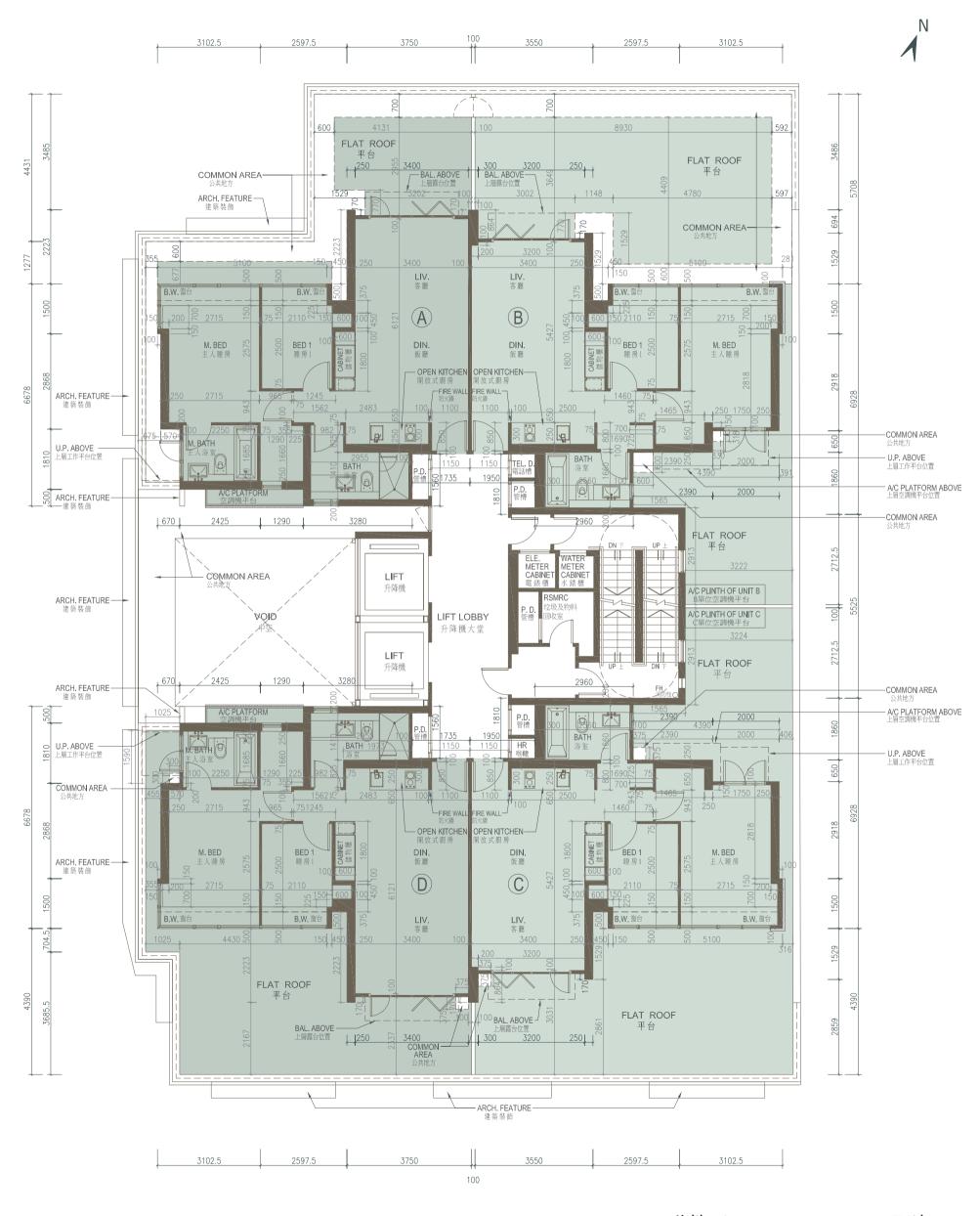
P.D.

- 1. 部分樓層外牆設有建築裝飾及/或外露喉管。
- 部分單位的露台及/或平台及/或工作平台及/或空調機平台及/ 或外牆設有外及/或內藏的公用喉管。
- 部分單位之假天花及/或假陣內裝置有冷氣及/或其他機電 設備。
- 4. 樓面平面圖上所顯示的形象裝置符號,例如浴缸、淋浴間、 洗滌盆、坐廁、洗滌盆櫃等乃擇自最新的經批准的建築圖則, 只作一般性標誌。

Remarks:

- There may be architectural features and/or exposed pipes on external walls of some floors.
- Common pipes exposed and/or enclosed in cladding are located at/ adjacent to the Balcony and/or Flat Roof and/or Utility Platform and/or air-conditioning platform and/or external wall of some units.
- There are ceiling and/or bulkheads of some units for the installation of the air-conditioning system and/or mechanical and electrical
- Symbols of fittings and fitments shown on the floor plans, such as bathtubs, shower cubicle, sink, water closets, sink counter, etc, are retrieved from the latest approved building plans and are for general indication only.

1樓平面圖 1/F FLOOR PLAN



比例: 0 5M/米 Scale:

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

- 1. 1樓每個住宅物業的層與層之間的高度為:A單位及D單位: 2.90米*、3.00米*、3.10米、3.20米*及3.25米*,B單位及 C單位:2.90米*、3.10米及3.25米*。住宅物業的層與層之間的 高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 2. 1樓每個住宅物業的樓板(不包括灰泥)的厚度:150及175毫米。
- 3. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
- 4. 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,一般比較低層的內部面積稍大。

附註:

平面圖所列之數字為以毫米標示之建築結構尺寸。

*包括跌級樓板上之混凝土填充層厚度。

- 1. The floor-to-floor height of each residential property on 1/F is: Flat A and Flat D: 2.90m*, 3.00m*, 3.10m, 3.20m* and 3.25m*, Flat B and Flat C: 2.90m*, 3.10m and 3.25m*. Floor-to floor height of each residential property refers to the height between the top surface of the structural slab of the floor and the top surface of the structural slab of its immediate upper floor.
- 2. The thickness of floor slabs (excluding plaster) of each residential property on 1/F: 150m and 175mm.
- 3. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
- 4. 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.

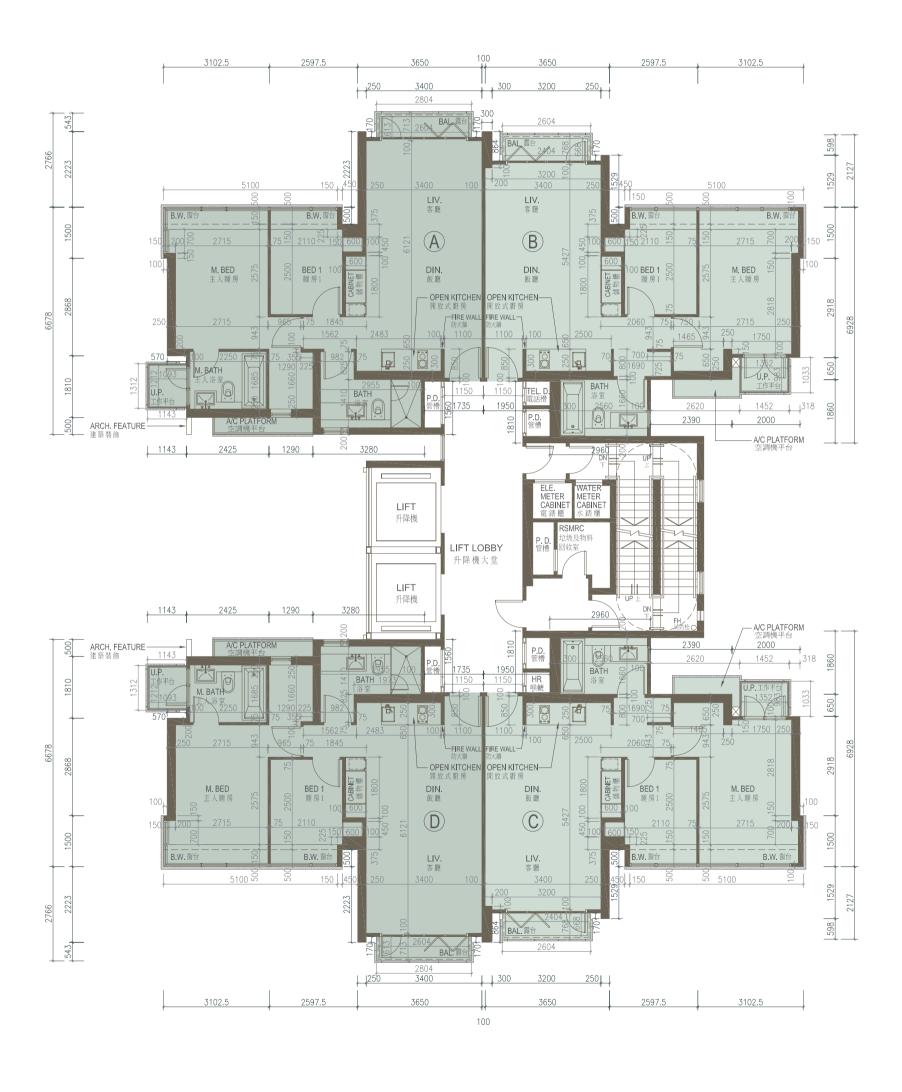
Notes:

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

* Inclusive of the thickness of mass concrete fill on sunken slab.

2樓至3樓,5樓至12樓,15樓至23樓及25至30樓平面圖 2/F-3/F,5/F-12/F,15/F-23/F AND 25/F-30/F FLOOR PLAN





比例: 0 5M/米 Scale:

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

- 1. 2樓至3樓,5樓至12樓,15樓至23樓,25樓至29樓每個住宅物業的層與層之間的高度為:3.00米及3.00米。30樓每個住宅物業的層與層之間的高度為:A單位及D單位:2.65米、2.70米、2.75米、2.95米、2.95米、3.00米、3.00米、3.00米*及3.05米*,B單位及C單位:2.70米、3.00米、3.05米*及3.35米*。住宅物業的層與層之間的高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 2. 2樓至3樓,5樓至12樓,15樓至23樓及25至30樓每個住宅物業的樓板(不包括灰泥)的厚度:150及175毫米。
- 3. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上 的差異而有所不同。
- 4. 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,一般比較低層的內部面積稍大。

附註:

平面圖所列之數字為以毫米標示之建築結構尺寸。

*包括跌級樓板上之混凝土填充層厚度。

- 1. The floor-to-floor height of each residential property on 2/F-3/F, 5/F-12/F, 15/F,-23/F and 25/F-29/F: 3.00m and 3.00m*. The floor-to-floor height of each residential property on 30/F is: Flat A and Flat D: 2.65m, 2.70m, 2.75m, 2.95m, 2.95m*, 3.00m, 3.00m* and 3.05m*, Flat B and Flat C: 2.70m, 3.00m, 3.05m* and 3.35m*. Floor-to floor height of each residential property refers to the height between the top surface of the structural slab of the floor and the top surface of the structural slab of its immediate upper floor.
- 2. The thickness of floor slabs (excluding plaster) of each residential property on 2/F-3/F, 5/F-12/F, 15/F-23/F and 25/F-30/F: 150m and 175mm.
- 3. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
- 4. 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.

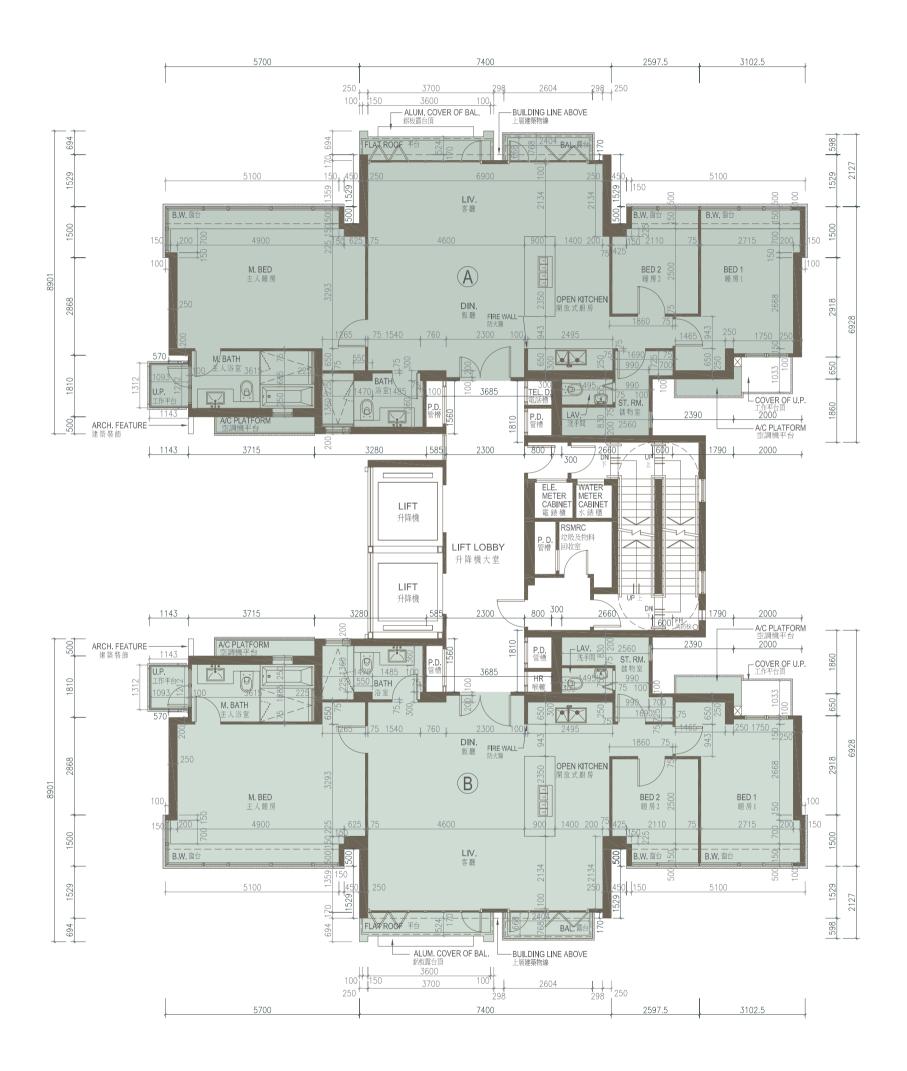
Notes

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

* Inclusive of the thickness of mass concrete fill on sunken slab.

31樓平面圖 31/F FLOOR PLAN







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

- 1. 31樓每個住宅物業的層與層之間的高度為:A單位:2.90米、3.00米、3.20米*、3.25米、3.30米*、3.50米*、3.55米*及3.60米*,B單位:2.90米、2.95米*、3.00米、3.15米*、3.20米*、3.25米、3.25米*、3.30米*、3.50米*、3.55米*及3.60米。住宅物業的層與層之間的高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
- 2. 31樓每個住宅物業的樓板(不包括灰泥)的厚度:150及175毫米。
- 3. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上 的差異而有所不同。
- 4. 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,一般比較低層的內部面積稍大。

附註:

平面圖所列之數字為以毫米標示之建築結構尺寸。

*包括跌級樓板上之混凝土填充層厚度。

- 1. The floor-to-floor height of each residential property on 31/F is: Flat A: 2.90m, 3.00m, 3.20m*, 3.25m, 3.25m*, 3.30m*, 3.50m*, 3.55m* and 3.60m*, Flat B: 2.90m, 2.95m*, 3.00m, 3.15m*, 3.20m*, 3.25m, 3.25m*, 3.30m*, 3.50m*, 3.55m* and 3.60m. Floor-to floor height of each residential property refers to the height between the top surface of the structural slab of the floor and the top surface of the structural slab of its immediate upper floor.
- 2. The thickness of floor slabs (excluding plaster) of each residential property on 31/F: 150m and 175mm.
- 3. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
- 4. 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.

Notes

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

* Inclusive of the thickness of mass concrete fill on sunken slab.

物業的描述 Description of Residential Property		實用面積 (包括露台,工作平台及陽台(如有)) 平方米(平方呎)	其他面積 (不計算入實用面積) 平方米 (平方呎) Other Areas (Not included in the Saleable Area) sq.metre (sq.ft.)									
樓層 Floor	單位 Flat	Saleable Area (Including balcony, utility platform and verandah, if any) sq.metre (sq.ft.)	空調機房 Air-Conditioning Plant Room	窗台 Bay Window	閣樓 Cockloft	平台 Flat Roof	花園 Garden	停車位 Parking Space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
	A	61.333 (660) 露台 Balcony:— 工作平台 Utility Platform:—	_	2.341 (25)	_	15.028 (162)	_		_	_	_	_
B 1樓		54.011 (581) 露台 Balcony:— 工作平台 Utility Platform:—	_	2.374 (26)	_	55.093 (593)	_	_	_	_	_	_
1/F	С	54.011 (581) 露台 Balcony:— 工作平台 Utility Platform:—	_	2.372 (26)	_	57.443 (618)	_	_	_	_	_	_
	D	61.333 (660) Balcony 露台:— 工作平台 Utility Platform:—	_	2.341 (25)	_	34.970 (376)	_	_	_	_	_	_
Chith Chith	A	64.832 (698) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	_	2.341 (25)	_	_	_	_	_	_	_	_
2樓-3樓、 5樓-12樓、 15樓-23樓 及 25樓至30樓	В	57.511 (619) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	_	2.374 (26)	_	_	_	_	_	_	_	_
2/F-3/F, 5/F-12/F, 15/F-23/F and	С	57.511 (619) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	_	2.372 (26)	_	_	_	_	_	_	_	_
25/F-30/F	D	64.832 (698) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	_	2.341 (25)	_	_	_	_	_	_	_	_
31樓	A	116.051 (1,249) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	_	4.715 (51)	_	2.202 (24)	_	_	_	_	_	_
31/F	В	116.051 (1,249) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	_	4.713 (51)	_	2.202 (24)	_	_	_	_	_	_

上述所列之每個住宅物業的實用面積,以及每一個露台、工作平台及陽台(如有的話)的樓面面積,是按照香港律師會就不受《一手住宅物業銷售條例》規管的一手物業訂定的第5C(4)條正式買賣合約範本內實用面積的定義計算得出的。

上述所列之每一空調機房、窗台、閣樓、平台、花園、停車位、 天台、梯屋、前庭或庭院 (如有的話)的面積,是按照香港律師會 就不受《一手住宅物業銷售條例》規管的一手物業訂定的第5C(4) 條正式買賣合約範本內其他面積的定義計算得出的。

附註:

- 1. 發展項目住宅物業並無陽台。
- 2. 不設4樓、13樓、14樓及24樓。
- 3. 上述所列之以平方米列出的面積以1平方米=10.764平方呎 換算至平方呎,並以四捨五入至整數。

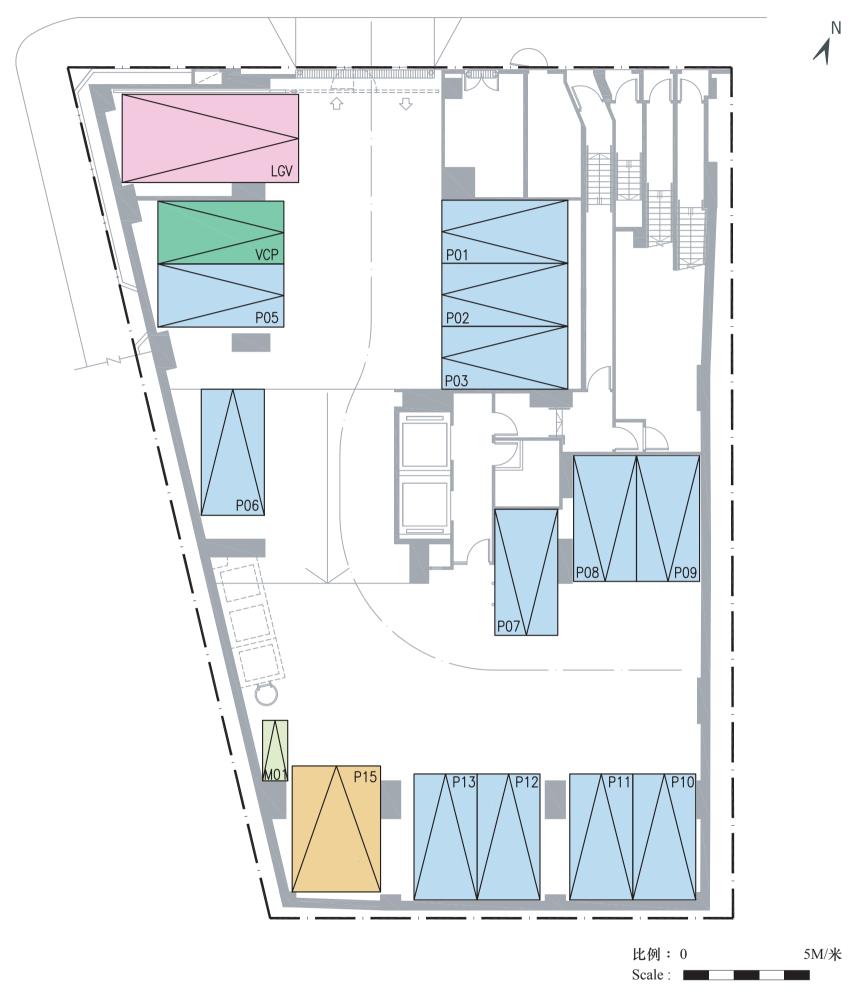
The saleable area of each residential property and the floor area of every balcony, utility platform or verandah (if any) set out in the above table are calculated in accordance with the definition of "saleable area" set out in the Rule 5C(4) form of Agreement for Sale and Purchase prescribed by the Law Society of Hong Kong for first-hand properties not subject to the Residential Properties (First-hand Sales) Ordinance.

The area of every air-conditioning plant room, bay window, cockloft, flat roof, garden, parking space, roof, stairhood, terrace or yard (if any) set out in the above table is calculated in accordance with the definition of "Other Areas" set out in the Rule 5C(4) form of Agreement for Sale and Purchase prescribed by the Law Society of Hong Kong for first-hand properties not subject to the Residential Properties (First-hand Sales) Ordinance.

Notes:

- 1. There is no verandah in the residential properties of the Development.
- 2. There are no 4/F, 13/F, 14/F and 24/F.
- 3. The areas in square metre set out in the above table are converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded to the nearest integer.

低層地下2樓平面圖 LOWER GROUND - 2nd FLOOR PLAN



停車位類別 Category of Parking Space	數量 Number	每個停車位的尺寸 (長x闊)(米) Dimensions of each Parking Space (LxW)(m)	每個停車位面積 (平方米) Area per Parking Space (sq.m)		
住宅停車位 Residential Parking Spaces	12	5 x 2.5	12.5		
住宅停車位* Residential Parking Spaces*	1	5 x 3.5	17.5		
電單車停車位 Motor Cycle Parking Space	1	2.4 x 1	2.4		
訪客停車位 Visitors' Parking Space	1	5 x 2.5	12.5		
裝卸區 Loading and Unloading Space	1	7 x 3.5	24.5		

^{*} 暢通易達停車位 Accessible Parking Space

「註冊擁有人」(即:勤正有限公司,在本物業資料説明書的其他部分稱為「賣方」)、管理人(即:嘉里物業管理服務有限公司)及發展項目的一個業主將訂立有關發展項目(即:The Aster)的住宅物業的一份公契及管理協議(「公契」)。

A. 發展項目的公用部分

- 1. 「公用地方」指所有發展項目公用地方、住宅公用地方及 停車場公用地方;
 - 「公用設施」指所有發展項目公用設施、住宅公用設施及 停車場公用設施。
- 2. 「發展項目公用地方」指註冊擁有人按公契規定指定供單位(按公契定義闡釋,包括住宅單位及停車位)的業主及佔用人共同使用與享用,而並非按公契或其他方式給予註冊擁有人或任何個別單位的業主,亦並非特別轉讓的該土地及發展項目的所有該等地方或部分,在不局限前文概括性的原則下,包括:
 - (a) 發展項目的外牆(包括非結構預製外牆(如有)及護牆(如有),但不包括構成住宅公用地方之部分的外牆);
 - (b) 將發展項目公用地方之任何部分與構成個別住宅單位 之部分的任何區域分隔的任何非結構或非承重原件的 總厚度(不包括構成該住宅單位之部分的任何區域的 任何內部裝修物料);
 - (c) 將發展項目公用地方之任何部分與住宅公用地方或 停車場公用地方分隔的任何非結構或非承重牆及護牆 或任何樓板的靠內的一半部分;
 - (d) 撥予公眾用地(按公契定義闡釋);
 - (e) 在該土地內的斜坡及護土牆(按公契定義闡釋);
 - (f) 低層地下-1樓變電站大門的裝飾百葉窗/覆蓋層;
 - (g) 消防及灑水器進水口、垃圾房、變壓器房的電纜槽、在電訊及廣播室高位之金屬百葉窗、電訊及廣播室、灑水器控制閥室、喉轆、樓梯、高電壓電掣房、變壓器房、低電壓電掣房、電力槽、消防檢查儀錶櫃、消防及灑水器泵房、沙井室、低窪花槽、消防水箱、灑水器水箱、高電壓電掣房高位之金屬百葉窗、變壓器房高位之金屬百葉窗、低電壓電掣房高位之金屬百葉窗、管理員辦事處、警衛室、消防控制中心及沙井室頂部;及
 - (h)《建築物管理條例》(香港法例第344章)第2條界定的 「公用部分」所涵蓋的地方,但不包括停車場公用地方 和住宅公用地方。

在可能的情況下,發展項目公用地方在附錄於公契的由或代表認可人士核實為準確的圖則上以綠色顯示,以供識別。

「發展項目公用設施」指在發展項目公用地方內由發展項目 所有單位共同使用,或安裝供發展項目所有單位共同享用, 以作為其便利設施,但並非供任何個別單位獨家使用的所 有裝置及設施,在不局限制前文概括性的原則下,包括 圍牆、排水渠、沙井櫃、渠道、總水喉、污水渠、明渠、 水道(如有)、電纜、井(如有)、煤氣閥櫃、水管、電線、 鹹水及食水進水及總水管、消防或保安設備及設施、泵、 開關裝置、儀錶、儀錶櫃、照明裝置、衛生裝置、垃圾處 理設備及設施、公共天線和其他器具、設備及設施。

- 3. 「住宅公用地方」指註冊擁有人按公契規定指定供住宅單位的業主及佔用人共同使用與享用,而並非按公契或其他方式給予註冊擁有人或任何個別住宅單位的業主,亦並非特別轉讓的該土地及發展項目的所有該等地方或部分,在不局限前文概括性的原則下,包括:
 - (a) 康樂設施的外牆(包括非結構預製外牆(如有)和護牆(如有))和住宅單位的外牆(包括非結構預製外牆(如有)和護牆(如有),但(i)不包括面向住宅單位一邊的外牆(包括護牆)之內部表面,而該內部表面須構成住宅單位之部分;(ii)亦不包括包圍、連接或構成其部分的任何露台、工作平台或平台(該露台、工作平台或平台構成住宅單位一部分)的任何玻璃扶欄或金屬欄杆,而該等扶欄或金屬欄杆須構成住宅單位之部分);
 - (b) 將個別住宅單位與住宅公用地方的任何部分分隔的 任何間隔牆(不包括面向住宅單位一邊的間隔牆之內部 表面,而該內部表面須構成住宅單位之部分);
 - (c) 將住宅公用地方的任何部分與構成個別住宅單位之部分的任何區域分隔的任何非結構或非承重原件的總厚度 (不包括構成該住宅單位之部分的任何區域的任何內部 裝修物料);
 - (d) 將住宅公用地方的任何部分與發展項目公用地方或 停車場公用地方分隔的任何非結構或非承重牆及護牆 或任何樓板的靠內的一半部分;
 - (e) 裝卸區(按公契定義闡釋);
 - (f) 訪客停車位(按公契定義闡釋);
 - (g) 康樂設施(按公契定義闡釋);
 - (h) 有蓋園藝區(按公契定義闡釋);
 - (i) 郵遞室連郵箱;
 - (j) 加闊公用走廊及升降機大堂(按公契定義闡釋);
 - (k) 樓梯、升降機及升降機大堂、花槽箱、水裝置、水裝置泵、水池、管槽、管槽及喉轆、石製覆蓋層及鋁面覆蓋層、沖廁水增壓泵房、食水增壓泵房、主要入口、空氣處理機組房、檢查儀錶櫃、處露天庭院、金屬建築裝飾、電話槽、電錶櫃、水錶櫃、垃圾存放及物料回收室、喉轆、鋁製覆蓋層、處。台的鋁蓋、平台(為免存疑,不包括構成住宅單位之部分的平台)、窗台上蓋、工作平台上蓋、儲物室、空調機平台(不包括構成住宅單位之該等部分)、鋁製鰭片、庇護層、電力槽、升降機槽、鋁製覆蓋層及鋁製格柵、頂層天台、緊急發電機室、食水及沖廁水水箱房、鋁製蓋覆層及防風罩、升降機機房、食水泵房及金屬裝飾;及
 - (1)《建築物管理條例》(香港法例第344章)第2條界定的 「公用部分」所涵蓋的地方,但不包括停車場公用地方 和發展項目公用地方。

在可能的情況下,住宅公用地方在附錄於公契的由或代表認可 人士核實為準確的圖則上以黃色和黃色加黑斜線顯示,以供 識別。

「住宅公用設施」指在住宅公用地方內由所有住宅單位共同使用,或安裝供所有住宅單位共同享用,但並非供任何個別住宅單位獨家使用或整個發展項目整體使用的所有該等裝置及設施,在不局限前文概括性的原則下,包括排水渠、開關裝置、儀錶、水管、泵、電線、電纜、照明裝置、天線、外部鋁飾覆蓋層及百葉窗、升降機、升降機機房內的裝置及設施、火警警報器及滅火設備、垃圾處理設備及器具、康樂設施之康樂及其他設施及其他服務設施裝置(不論有否套上套管)。

4. 「停車場公用地方」指註冊擁有人按公契規定指定由停車位的業主及佔用人共同使用與享用的該土地及發展項目所有地方或範圍,並按圖則(按「公契」定義闡釋)和批地文件已建或擬建作泊車用途(在經批准的停車場平面佈置圖上劃定的停車位除外),在不局限前文概括性的原則下,包括車道和所有將停車場公用地方的任何部分與發展項目公用地方或住宅公用地方分隔的任何非結構或非承重牆及護牆或任何樓板的靠內的一半部分,以及《建築物管理條例》(香港法例第344章)第2條界定的「公用部分」所涵蓋的地方,但不包括住宅公用地方和發展項目公用地方。在可能的情況下,停車場公用地方在附錄於公契的由或代表認可人士核實為準確的圖則上以靛青色顯示,以供識別。

「停車場公用設施」指在停車場公用地方內由所有停車位的業主及佔用人共同使用,或安裝供所有停車位的業主及佔用人共同享用,而並非供任何個別停車位獨家使用或整個發展項目整體使用的所有該等裝置及設施,在不局限前文概括性的原則下,包括排水渠、沙井、渠道、總水喉(如有)、污水管、明渠、水道、電纜、井(如有)、水管、電線、鹹水及食水進水(如有)及總水管、減火或保安設備及設施、泵、開關裝置、儀錶、照明裝置、垃圾處理設備及設施、通風氣槽及機房、入口閘設備和其他器具、設備及設施。

B. 分配予發展項目中的每個住宅物業的不分割份數的數目

樓層	住宅單位	分配予每個住宅單位的不分割份數
	A室	63/6,800
1樓	B室	60/6,800
1 代安	C室	60/6,800
	D室	65/6,800
o kita e o kita	A室	65/6,800
	B室	58/6,800
2樓至30樓	C室	58/6,800
	D室	65/6,800
31樓	A室	117/6,800
	B室	117/6,800

註:不設4樓、13樓、14樓及24樓

C. 有關發展項目的管理人的委任年期

除《建築物管理條例》(香港法例第344章)之條文規定外, 公契管理人,即:嘉里物業管理服務有限公司,將獲委任為 管理該土地及發展項目的第一任管理人,任期由公契訂立日起 為期兩年,其後繼續管理發展項目至按公契內條款列明情況而 終止。

D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

每個住宅單位業主須按下列原則分擔管理開支:

- (a) 發展項目的每個單位業主須按其單位獲分配的管理份數相 對於發展項目所有單位的總管理份數之比例,分擔年度管 理預算A部分評估的款項。A部分涵蓋管理人認為歸屬於 該土地及整個發展項目或供全體業主享用的預計管理開支 (不包括下述B部分和C部分載有的該等預計管理開支);
- (b) 每個業主除了支付以上第(a)項應付的款項外,還須就他作為住宅單位的業主按其住宅單位獲分配的管理份數相對於發展項目所有住宅單位的總管理份數之比例,分擔年度管理預算B部分評估的款項。B部分須涵蓋管理人認為僅歸屬於住宅單位或僅供所有住宅單位業主享用的預計管理開支,包括但不限於康樂設施、訪客停車位及裝卸區的營運、保養、維修、清潔、照明及保安的開支。為免存疑,B部分亦包含管理人合理認為歸屬於訪客停車位及裝卸區的與停車場公用地方及停車場公用設施有關的預計管理開支之部分;及
- (c) 每個業主除了支付以上第(a)項應付的款項外,還須就他作為停車位的業主,按其停車位獲分配的管理份數相對於發展項目所有停車位的總管理份數之比例,分擔年度管理預算C部分評估的款項。C部分須涵蓋管理人認為僅歸屬於停車位或僅供所有停車位業主享用的預計管理開支,為免存疑,不包括管理人合理認為歸屬於訪客停車位及裝卸區的與停車場公用地方及停車場公用設施有關的預計管理開支之部分,此等開支之部分歸入年度管理預算B部分。

E. 計算管理費按金的基準

管理費按金相等於第一年預算管理開支的每月分擔款項的兩個月 款項。

F. 擁有人在發展項目中保留作自用的範圍(如有的話)

不適用

A Deed of Mutual Covenant incorporating Management Agreement ("**DMC**") in respect of the residential properties in the Development (i.e. The Aster) will be entered into among the Registered Owner (i.e. Best Insight Limited, being the "Vendor" referred to in other parts of this Project Information Brochure), the Manager (i.e. Kerry Property Management Services Limited) and an owner of the Development.

A. Common parts of the development

- 1. "Common Areas" means all of the Development Common Areas, Residential Common Areas and Car Park Common Areas.
 - "Common Facilities" means all of the Development Common Facilities, Residential Common Facilities and Car Park Common Facilities.
- 2. "Development Common Areas" means all those areas or parts of the Land and the Development the right to the use of which is designated by the Registered Owner in accordance with the provisions of the DMC for the common use and benefit of the Owners and occupiers of the Units (as defined in the DMC, which include Residential Units and Car Parks) and is not given by the DMC or otherwise to the Registered Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing:
 - (a) the external walls of the Development (including the nonstructural prefabricated external walls (if any) and parapets (if any) and excluding the external walls forming part of the Residential Common Areas);
 - (b) the entire thickness of any non-structural or non-load bearing elements separating any part of the Development Common Areas from any area which forms part of a Residential Unit (excluding any internal finishes of any area forming part of the Residential Unit);
 - (c) the inner half of any non-structural or non-load bearing wall and parapet or of any slab separating any part of the Development Common Areas from the Residential Common Areas or the Car Park Common Areas;
 - (d) the dedicated areas (as defined in the DMC);
 - (e) the Slopes and Retaining Walls (as defined in the DMC) which are located within the Land;
 - (f) the decorative louvres / cladding on the substation door at Lower Ground 1st Floor;
 - (g) fire service & sprinkler inlet, refuse chamber room, cable duct for transformer room, metal louver at high level of telecommunications and broadcasting room, telecommunications and broadcasting room, sprinkler control valve room, hose reel, staircases, high voltage switch room, transformer room, low voltage switch room, electrical duct, fire service check meter cabinet, fire service & sprinkler pump room, manhole chamber, sunken planter, fire service water tank, sprinkler water tank, metal louver at high level of high voltage switch room, metal louver at high level of transformer room, metal louver at high level of low voltage switch room, caretaker office, guard room, fire control centre and top of manhole chamber; and
 - (h) such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Car Park Common Areas and the Residential Common Areas.

For the purpose of identification, the Development Common Areas are, where possible, shown coloured Green on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed to the DMC.

- "Development Common Facilities" means all those installations and facilities in the Development Common Areas used in common by or installed for the common benefit of all the Units of the Development as part of the amenities thereof and not for the exclusive benefit of any individual Unit and, without limiting the generality of the foregoing, including fence walls, drains, manhole cabinet, channels, water mains, sewers, gutters, watercourses (if any), cables, wells (if any), town gas valve cabinet, pipes, wires, salt and fresh water intakes and mains, fire fighting or security equipment and facilities, pumps, switches, meters, meter cabinet, lights, sanitary fittings, refuse disposal equipment and facilities, communal aerials and other apparatus equipment and facilities.
- 3. "Residential Common Areas" means all those areas or parts of the Land and the Development the right to the use of which is designated by the Registered Owner in accordance with the provisions of the DMC for common use and benefit of the Owners and occupiers of Residential Units and is not given by the DMC or otherwise to the Registered Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include:-
 - (a) the external walls of the Recreational Facilities (including the non-structural prefabricated external walls (if any) and parapets (if any)) and the external walls of the Residential Units (including the non-structural prefabricated external walls (if any) and parapets (if any) but (i) excluding the interior surface of the external walls (including parapets) facing the Residential Units, which interior surface shall form part of the Residential Units and (ii) also excluding any glass balustrade or metal railing enclosing, attached to or forming part of any balcony, utility platform or flat roof held with or forming part of the Residential Unit, which balustrade or metal railing shall form part of the Residential Unit);
 - (b) any partition wall separating a Residential Unit from any part of the Residential Common Areas (excluding the interior surface of the partition wall facing the Residential Unit, which interior surface shall form part of the Residential Unit);
 - (c) the entire thickness of any non-structural or non-load bearing elements separating any part of the Residential Common Areas from any area which forms part of a Residential Unit (excluding any internal finishes of any area forming part of the Residential Unit);
 - (d) the inner half of any non-structural or non-load bearing wall and parapet or of any slab separating any part of the Residential Common Areas from the Development Common Areas or the Car Park Common Areas;
 - (e) the Loading and Unloading Space (as defined in the DMC);
 - (f) the Visitors' Parking Space (as defined in the DMC);
 - (g) the Recreational Facilities (as defined in the DMC);
 - (h) the Covered Landscape Area (as defined in the DMC);
 - (i) the mail delivery room with mailboxes;
 - (j) the Wider Common Corridors and Lift Lobbies (as defined in the DMC);
 - (k) staircases, lifts and lift lobby, planter boxes, water feature, pump for water feature, pool, pipe duct, pipe duct & hose reel, stone cladding & aluminum screen cladding, booster pump room for flushing, booster pump room for potable, main entrance, air handling unit room, check meter cabinet, open yard, metal architectural feature, telephone duct, electrical meter cabinet, water meter cabinet, refuse storage and material recovery chambers room, hose reel, aluminum cladding, aluminum cover of balcony, flat roof(s) (which, for the avoidance of doubt, exclude(s) those flat roofs forming part of the Residential Units), cover of bay window, cover of utility platform, store, air-conditioning platforms (excluding those forming part of the Residential Units), aluminum fins, refuge floor, electrical duct, lift shafts, aluminum cladding & aluminum grilles, top roof, emergency generator room, potable and flushing water tank room, aluminum cladding and wind guard, lift machine room, potable water pump room and metal feature; and

(l) such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Car Park Common Areas and the Development Common Areas.

For the purpose of identification, the Residential Common Areas are, where possible, shown coloured Yellow and Yellow hatched Black on the plans certified as to their accuracy by and on behalf of the Authorized Person annexed to the DMC.

"Residential Common Facilities" means all those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of all the Residential Units and not for the exclusive use or benefit of any individual Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include drains, switches, meters, pipes, pumps, wires, cables, lights, antennae, external decorative aluminium cladding and louvres, lifts, installations and facilities in the lift machine rooms, fire warning and fighting equipment, refuse disposal equipment and apparatus, recreational and other facilities in the Recreational Facilities and other service facilities apparatus whether ducted or otherwise.

"Car Park Common Areas" means all those areas or parts of the Land and the Development the right to the use of which is designated by the Registered Owner in accordance with the provisions of the DMC for the common use and benefit of the Owners and occupiers of Car Parks and which are constructed or to be constructed for parking purposes in accordance with the Plans (as defined in the DMC) and the Government Grant except those parking spaces designated on the approved carpark layout plan and which include, without limiting the generality of the foregoing, the driveway and the inner half of any non-structural or non-load bearing wall and parapet or of any slab separating any part of the Car Park Common Areas from the Development Common Areas or the Residential Common Areas and such areas within the meaning of "common parts" as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Residential Common Areas and the Development Common Areas. For the purpose of identification, the Car Park Common Areas are, where possible, shown coloured Indigo on the plans certified as to their accuracy by or on behalf of the Authorized Person annexed to the DMC.

"Car Park Common Facilities" means all those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Car Parks and not for the exclusive use or benefit of any individual Car Park or the Development as a whole and, without limiting the generality of the foregoing, including drains, manhole, channels, water mains (if any), sewers, gutters, watercourses, cables, wells (if any), pipes, wires, salt and fresh water intakes (if any) and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, refuse disposal equipment and facilities, ventilation air duct and plant room, access barrier equipment and other apparatus and equipment and facilities.

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

Floor	Residential Unit	No. of undivided shares allocate to each Residential Unit				
	Flat A	63/6,800				
1.75	Flat B	60/6,800				
1/F	Flat C	60/6,800				
	Flat D	65/6,800				
2/F-30/F	Flat A	65/6,800				
	Flat B	58/6,800				
	Flat C	58/6,800				
	Flat D	65/6,800				
31/F	Flat A	117/6,800				
	Flat B	117/6,800				

Note: There is no designation of Floor Nos. 4/F, 13/F, 14/F and 24/F.

C. Term of years for which the manager of the development is appointed

Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), the DMC Manager, Kerry Property Management Services Limited, will be appointed as the first Manager to manage the Land and the Development for the initial term of TWO years from the date of the DMC and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of the DMC.

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

Each Owner of a Residential Unit shall contribute towards the management expenditure in accordance with the following principles:

- (a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development. Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the Land and the Development or for the benefit of all the Owners (excluding those estimated management expenditure contained in Part B and Part C of the Management Budget hereinafter mentioned);
- (b) Each Owner in addition to the amount payable under (a) shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development. Part B shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Residential Units or solely for the benefit of all the Owners of the Residential Units including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities, the Visitors' Parking Space and the Loading and Unloading Space and, for the avoidance of doubt, Part B shall also contain such parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Space and the Loading and Unloading Space; and
- (c) Each Owner in addition to the amount payable under (a) above shall in respect of each Car Park of which he is the owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development. Part C shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Car Parks or solely for the benefit of all the Owners of the Car Parks excluding for the avoidance of doubt, parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Space and the Loading and Unloading Space which shall be treated as falling within Part B of the annual Management Budget.
- E. Basis on which the management fee deposit is fixed

The management fee deposit is equivalent to two (2) months' monthly contribution of the first year's budgeted management expenses.

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

Not applicable.

1. 發展項目所位於的土地的地段編號

發展項目興建於內地段第2912號(「該地段」)。

2. 有關租契規定的年期

根據內地段第2912號的政府租契(該政府租契經2017年6月8日 訂立並在土地註冊處以註冊摘要第17062600160027號註冊的一 份修訂函作出更改或修訂(「修訂函」))(「政府租契」),該地段 批出的租期由1929年7月29日起計75年,並有權再續期75年。

3. 適用於該土地的用途限制

- (a) 在未經政府事先許可下,承授人或任何其他人士在政府 租契期間,不得在該地段或其中任何部分用作、促使或 從事銅工、屠宰、肥皂製造、製糖、製造毛皮、化油、 製油、販肉、釀酒、食物供應或旅館、打鐵、掏糞、垃圾 清理的行業或業務或任何產生噪音、發出惡臭或令人厭惡 的貿易或業務。
- (b) 承授人不能在該地段上興建任何歐式洋房以外的建築物, 而其外觀立面的設計及其布局須經政府的特別批准。

4. 按規定須興建並提供予政府或供公眾使用的設施

修訂函規定:-

承授人須在根據建築事務監督批核的圖則(屋宇署參考編號BD 2/3055/09)興建或將興建的多層大廈(以下稱為「多層大廈」)座落該地段的整個期間,允許政府及所有公眾人士在任何時間及為任何合法目的自由地及在無須繳付任何形式的費用的情況下徒步、以輪椅或嬰兒車通過及再通過日期為 2017年6月8日的「撥出私人地方供公眾使用的契據」附表三中描述及夾附之圖則上以粉紅色加黑斜線劃出及顯示的地方(以下統稱為「撥予公眾用地」)(茲同意及聲明前述提及的通過及再通過的權利僅為作行人通道權利,任何車輛(輪椅及嬰兒車除外)均無權進入或通過撥予公眾用地),且承授人進一步與香港特別行政區政府(以下稱為「政府」)承諾及同意如下:-

- (1) 承授人須允許政府及所有公眾人士為所有合法的目的自由 地及在無須支付任何形式的費用的情況下每天24小時 徒步、以輪椅或嬰兒車通過及再通過撥予公眾用地。撥予 公眾用地及在其上的服務設施(包括地面渠道及排水渠)須 在多層大廈座落於日期為2017年6月8日的「撥出私人地方 供公眾使用的契據」附表二描述的地段(即:該地段)的 期間,每天24小時提供及開放予政府及所有公眾人士;
- (2) 承授人須自費鋪平、塑造及鋪設撥予公眾用地,並為撥予公眾用地進行渠道敷設及排水工程,達致屋宇署署長滿意之程度,並在屋宇署署長以其絕對酌情權認為合適的時間內完成;
- (3) 在完成所有鋪平、塑造及鋪設撥予公眾用地及為撥予公眾 用地完成渠道敷設及排水工程後,承授人須自費保養及維 修撥予公眾用及在必要時翻新撥予公眾用地的路面,達致 政府滿意之程度,及在政府以其絕對酌情權認為合適的時 候進行。承授人不可進行任何影響撥予公眾用地的路面之 工程,除非事先取得屋宇署署長書面同意,而屋宇署署長 可在發出同意時附加他認為合適的條款及條件;
- (4) 如承授人未能按以上第(2)條鋪平、塑造及鋪設撥予公眾用 地及為撥予公眾用地進行渠道敷設及排水工程,及在其後 按以上第(3)條保養及維修撥予公眾用地及在必要時翻新撥 予公眾用地的路面,政府可透過其員工、代理人或承建商 合法地進入撥予公眾用地及進行該等鋪平、塑造、鋪設、 渠道敷設、排水、保養、維修及翻新工程,所有該等工程 的費用(包括政府或其授權人士釐定的監督及經常性開支) 須在政府要求時由承授人向政府支付(茲同意及聲明由屋宇署 署長簽署證明任何該等工程的費用為決定性的);

- (5) 承授人須在多層大廈座落該地段的期間,維持及保養撥予公眾用地,免除任何形式的障礙(政府及其員工、代理人或承建商因為政府或為政府而進行的工程而引致的障礙除外),並如及當屋宇署署長要求時移除撥予公眾用地的任何障礙(茲同意及聲明屋宇署署長對於甚麼構成障礙的決定為最終並對承授人具約束力);
- (6) 如承授人未能按以上第(5)條移除障礙,政府可透過其 員工、代理人或承建商合法地進入撥予公眾用地及進行屋 宇署署長以其絕對酌情權認為必要的工程作出補救,所有 該等工程的費用(包括政府或其授權人士釐定的監督及 經常性開支)須在政府要求時由承授人向政府支付(茲同意 及聲明由屋宇署署長簽署證明任何該等工程的費用為決定 性的);
- (7) 承授人須自費及在所有方面達至屋宇署署長滿意程度,在屋宇署署長認為合適的該地段的當眼處豎立及設置告示牌以展示關於撥予公眾用地的資料,包括但不限於(a)撥予公眾用地的位置;(b)撥予公眾用地作通道的用途;(c)陳述以示明撥予公眾用地是24小時開放予政府及所有公眾人士使用而無須繳付任何形式的費用;(d)適用於撥予公眾用地的全部規則及規章;及(e)負責管理撥予公眾用地的人士的名稱(以下稱為「告示牌」);
- (8) 承授人須在多層大廈座落於該地段上的整個期間,自費維持、保養及維修告示牌以使其在良好狀態並在所有方面達至屋宇署署長滿意程度。如及當屋宇署署長要求時,承授人須自費補救及維修告示牌及在需要時更換告示牌,並在屋宇署署長指明的時間內完成。如承授人未能按本第(8)條履行其責任,政府可透過其員工、代理人或承建商在給予承授人合理的事前通知後合法地進入該地段或其任何部份及進行該等屋宇署署長認為必要的補救工程,而所有該等工程的費用(包括政府或其授權人士釐定的監督及經常性開支)在政府要求時須由承授人向政府支付(茲同意及聲明由屋宇署署長簽署證明任何該等工程的費用為決定性的。)
- 5. 有關承授人在該土地內外鋪設、塑造或作環境美化的任何 範圍,或興建或維持任何構築物或設施的責任
 - (a) 承授人必須在1929年7月29日起27個曆月期滿之前,以良好、妥善及熟練之方式及採用同類中的最佳物料,自費在該地段部分以磚塊或石材搭建、建築及完成一棟或多棟良好、妥善及安全的宅院或物業,配備適當的圍欄、牆壁、污水渠、排水渠及其他普遍使用或必要的附屬設施,使其完全適合使用,亦須在上述27個曆月期滿之前動用與支出至少壹萬陸仟圓,上述宅院或物業的建築、立面、特性及描述應保持一致的標準,以及面向和排列方式應與毗連於同一街道上的建築物(如有)相同,並在一切方面使政府滿意。
 - (b) 承授人須根據情況需要,經常及隨時自費妥善維修、保護、承托、保養、鋪設、清除、擦淨、清潔、清理、改善及保持任何時候在該地段上存有的宅院或物業、搭建物及建築物及以任何方式屬於該土地或與其關連的一切牆壁、扶手、照明裝置、行人路、廁所、溝渠、排水渠及水道,並透過適當及必要的方式,進行整修、清潔及改善,並在一切方面使政府滿意。
 - (c) 有關修訂函的相關條款,請參閱本節第4段。

6. 對買方造成負擔的租用條件

(a) 承授人須在政府租契授予的租期期間,根據情況需要, 承擔、支付及接受合理分攤部分費用,用以建造、建築、 維修及改善該地段所需、位於或屬於該地段或該地段與 毗鄰或毗連物業共用的任何部分之內的一切道路、行人路、 渠道、圍欄及分界牆、通風裝置、私人或公共污水渠及 排水渠,該等分攤費用之比例由政府釐定與確定,並作為 欠租追收。

- (b) 政府或其正式授權的官員可以合法在政府租契授予的租期期間,每年2次或以上於日間的任何合理時間內進入該地段,旨在觀察、搜查及視察其狀況及一切損壞、缺陷及欠缺彌補及維修之處,並就每次觀察發現上述損壞、缺陷及欠缺彌補及維修之處後,將於該地段或其中部分留下或向承授人發出書面通知或警告,要求承授人在3個曆月內進行維修與改善。承授人須在該通知或警告發出或留下後的3個曆月內進行維修與改善。
- (c) 承授人不得在政府租契授予的75年的全部或任何部分租期期間,出租、分租、按揭、轉讓或以其他方式放棄該地段的全部或部分,除非承授人同時在土地註冊處或在香港設立的其他處理土地註冊事宜的辦事處註冊該讓與,及支付訂明費用。
- (d) 承授人須應要求向庫務署支付有關清理政府認為需要清理 的任何總水喉、電纜、電報或電話線、污水渠或暗渠之 費用。
- (e) 如為改善香港或任何其他公共用途所需,政府有充分權力 收回、進入及重新管有該地段之全部或部分,惟需提前3個 曆月通知承授人上述要求和根據政府作出的公平及不偏不 倚的估價,就該土地及在其上的建築物向承授人支付全面 及公平的補償。一旦行使上述權力,政府租契授予的租期 及產業權將終止、終結及無效。
- (f) 有關修訂函的相關條款,請參閱本節第4段。

1. Lot number of the land on which the development is situated

The Development is constructed on Inland Lot No.2912 ("the Lot").

2. Term of years under the lease

According to the Government Lease for Inland Lot No.2912 (as varied or modified by a Modification Letter dated 8th June 2017 registered in the Land Registry by Memorial No.17062600160027 (the "Modification Letter")) (the "Government Lease"), the Lot is granted for a term of 75 years commencing from the 29th day of July 1929 with a right of renewal for one further term of 75 years.

3. User restrictions applicable to that land

- (a) The grantee or any other person or persons shall not nor will during the continuance of the Government Lease use exercise or follow in or upon the Lot or any part thereof the trade or business of a Brazier Slaughterman Soap-maker Sugar-baker Fellmonger Melter of tallow Oilman Butcher Distiller Victualler or Tavern-keeper Blacksmith Nightman Scavenger or any other noisy noisome or offensive trade or business whatever without the previous licence of the Government.
- (b) The grantee will not erect on the Lot any buildings other than houses of an European type the design of the exterior elevations and the disposition thereof to be subject to the special approval of the Government.
- 4. Facilities that are required to be constructed and provided for the Government, or for public use

The Modification Letter stipulates as follows:-

The grantee shall and will throughout the period during which the multi-storey building (hereinafter referred to as "the Multi-Storey Building") erected or to be erected in accordance with the plans approved by the Building Authority under Buildings Department Reference No. BD 2/3055/09 shall be situated on the Lot permit the Government and all members of the public at all times and for all lawful purposes freely and without payment of any nature whatsoever to pass and re-pass on foot or by wheelchairs or prams over and along the areas described in the Third Schedule to the Deed of Dedication dated the 8th day of June 2017 and more particularly delineated and shown coloured pink hatched black on the plan annexed to the Deed of Dedication (hereinafter collectively referred to as "the Dedicated Areas") (it being agreed and declared that the right to pass and re-pass hereinbefore mentioned shall be a right of pedestrian passage only and that no vehicles (except wheelchairs or prams) shall have any right of access to or passage over the Dedicated Areas) And the grantee further covenants and agrees with the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government") that:-

- (1) The grantee shall and will permit the Government and all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and re-pass on foot or by wheelchairs or prams 24 hours a day along, to, from, by, through and over the Dedicated Areas. The Dedicated Areas and the service facilities (including surface channel and drains) thereon shall be provided and kept open to the Government and all members of the public 24 hours a day throughout the period during which the Multi-Storey Building shall be situated on the lot described in the Second Schedule to the Deed of Dedication dated the 8th day of June 2017 (i.e. the Lot);
- (2) The grantee shall and will at its own costs and expenses pave, form, surface, channel and drain the Dedicated Areas to the satisfaction of the Director of Buildings and within such time as the Director of Buildings may in his absolute discretion consider desirable;
- (3) After completion of all paving, formation, surfacing, channelling and drainage works, the grantee shall and will at its own costs and expenses maintain repair and when necessary renew the surfacing of the Dedicated Areas all to the satisfaction of the Government and at such time as the Government may in its absolute discretion consider desirable. The grantee shall not and will not carry out any works which affect the surfacing of the Dedicated Areas except with the prior written consent of the Director of Buildings who may in granting such consent impose such terms and conditions as he sees fit;

- (4) In the event of any failure on the part of the grantee to pave, form, surface, channel and drain the Dedicated Areas in accordance with Clause (2) hereof and thereafter to maintain, repair and when necessary renew the surfacing of the Dedicated Areas in accordance with Clause (3) hereof, it shall be lawful for the Government acting by its servants, agents or contractors to enter the Dedicated Areas and carry out such paving, formation, surfacing, channelling, drainage, maintenance, repair and renewal works and the cost of all such works (such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers) shall be payable by the grantee to the Government on demand (it being agreed and declared that a certificate under the hand of the Director of Buildings shall be conclusive as to the cost of any such works);
- (5) The grantee shall and will throughout the period during which the Multi-Storey Building shall be situated on the Lot keep and maintain the Dedicated Areas free of any obstruction of whatsoever nature (other than obstruction caused by the Government its servants, agents or contractors in connection with any works being carried out by or on behalf of the Government) and shall and will if and when called upon to do so by the Director of Buildings remove any obstruction from the Dedicated Areas as the Director of Buildings may require (it being agreed and declared that the decision of the Director of Buildings as to what constitutes an obstruction shall be conclusive and binding on the grantee);
- (6) In the event of the failure on the part of the grantee to remove any obstruction in accordance with Clause (5) hereof, it shall be lawful for the Government acting by its servants, agents or contractors to enter the Dedicated Areas and carry out such works as the Director of Buildings may in his absolute discretion consider necessary to make good such failure and the cost of all such works (such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers) shall be payable by the grantee to the Government on demand (it being agreed and declared that a certificate under the hand of the Director of Buildings shall be conclusive as to the cost of any such works);
- (7) The grantee shall and will at its own costs and expenses and in all respects to the satisfaction of the Director of Buildings erect and fix a notice or notices in a conspicuous location or locations of the Lot as the Director of Buildings may consider appropriate for displaying the information of the Dedicated Areas, including but not limited to (a) the locations of the Dedicated Areas; (b) the purposes of passage for which they are dedicated; (c) a statement indicating that they are open for the use by the Government and all members of the public 24 hours a day without payment of any nature whatsoever; (d) rules and regulations for the use of the Dedicated Areas in full; and (e) the party responsible for the management of the Dedicated Areas (hereinafter referred to as "the Notices"); and
- (8) The grantee shall and will throughout the period during which the Multi-Storey Building shall be situated on the Lot at its own costs and expenses keep, maintain and repair the Notices in a proper condition in all respects to the satisfaction of the Director of Buildings. If and when called upon to do so by the Director of Buildings, the grantee shall and will at its own costs and expenses make good and repair and when necessary replace the Notices as the Director of Buildings may require within the time limit to be specified by the Director of Buildings. In the event of the failure on the part of the grantee to perform its obligations in accordance with this Clause (8), it shall be lawful for the Government acting by its servants, agents or contractors, having given reasonable prior notice to the grantee, to enter the Lot or any part or parts thereof and carry out such works as the Director of Buildings shall consider necessary to make good such failure and the cost of all such works (such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers) shall be payable by the grantee to the Government on demand (it being agreed and declared that a certificate under the hand of the Director of Buildings shall be conclusive as to the cost of any such works).

- 5. Grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land
 - (a) The grantee will before the expiration of twenty seven calendar months from the 29th day of July 1929 at his her or their own proper costs and charges erect build and completely finish fit for use in a good substantial and workmanlike manner and with the best materials of their respective kinds one or more good substantial and safe brick or stone messuage or tenement messuages or tenements upon some part of the Lot with proper fences walls sewers drains and all other usual or necessary appurtenances and shall and will before the expiration of the said twenty seven calendar months lay out and expend thereon the sum of sixteen thousand dollars at the least which said messuage or tenement messuages or tenements shall be of the same rate of building elevation character and description and shall front and range in an uniform manner with the buildings (if any) immediately adjoining in the same Street and the whole to be done to the satisfaction of the Government.
 - (b) The grantee will from time to time and at all times when where and as often as need or occasion shall be and require at his her or their own proper costs and charges well and sufficiently repair uphold support maintain pave purge scour cleanse empty amend and keep the messuage or tenement messuages or tenements erections and buildings at any time standing upon the Lot and all the walls rails lights pavement privies sinks drains and watercourses thereunto belonging and which shall in anywise belong or appertain unto the same in by and with all and all manner of needful and necessary reparations cleansings and amendments whatsoever the whole to be done to the satisfaction of the Government.
 - (c) Please refer to Paragraph 4 of this Section above for the relevant provisions under the Modification Letter.
- 6. Lease conditions that are onerous to a purchaser
 - (a) The grantee will during the term granted by the Government Lease as often as need shall require bear pay and allow a reasonable share and proportion for and towards the costs and charges of making building repairing and amending all or any roads pavements channels fences and party-walls draughts private or public sewers and drains requisite for or in or belonging to the Lot or any part thereof in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the Government and shall be recoverable in the nature of rent in arrear.
 - (b) It shall and may be lawful to and for the Government or other persons deputed to act for the Government twice or oftener in every year during the term at all reasonable times in the day to enter and come into and upon the Lot to view search and see the condition of the same and of all decays defects and wants of reparation and amendment which upon every such view or views shall be found to give or leave notice or warning in writing at or upon the Lot or some part thereof unto or for the grantee to repair and amend the same within Three Calendar Months then next following within which said time or space of Three Calendar Months after every such notice or warning shall be so given or left as aforesaid the grantee will repair and amend the same accordingly.
 - (c) The grantee will not let underlet mortgage assign or otherwise part with all or any part of the Lot for all or any part of the said term of Seventy-five years without at the same time registering such alienation in the Land Registry or in such other Office as may be instituted for the purposes of Land Registration in Hong Kong and paying the prescribed fees therefor.
 - (d) The grantee will pay into the Treasury on demand the cost of removing any water-main cable telegraph or telephone line sewer or culvert which the Government may consider it necessary to have removed.

- (e) The Government shall have full power to resume enter into and re-take possession of all or any part of the Lot if required for the improvement of Hong Kong or for any other public purpose whatsoever Three Calendar Months' notice being given to the grantee of its being so required and a full and fair compensation for the Lot and the buildings thereon being paid to the grantee at a valuation to be fairly and impartially made by the Government and upon the exercise of such power the term and estate created by the Government Lease shall respectively cease determine and be void.
- (f) Please refer to Paragraph 4 of this Section above for the relevant provisions under the Modification Letter.

- A. 根據批地文件規定須興建並提供予政府或供公眾使用的設施
 - 1. 日期為2017年6月8日的並在土地註冊處以註冊摘要第 17062600160027號註冊的修訂函(下稱「修訂函」)中提及 的撥予公眾用地。
 - 2. 公眾有權按照批地文件使用該等設施。
- B. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施
 - 1. 修訂函中提及的撥予公眾用地。
 - 2. 該等設施按規定須由發展項目中的住宅物業的擁有人出資 管理、營運或維持。
 - 3. 發展項目中的住宅物業的擁有人按規定須以由有關住宅物業分攤的管理開支,應付管理、營運或維持該等設施的部分開支。
- C. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資 管理、營運或維持以供公眾使用的休憩用地

不適用

- D. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章,附屬法例F)第22(1)條而撥供公眾用途的任何部分
 - 1. 日期為2017年6月8日的並在土地註冊處以註冊摘要第17062600160018號註冊的「撥出私人地方供公眾使用的契據」(下稱「撥出私人地方供公眾使用的契據」)中提及的撥予公眾用地,亦即是修訂函中提及的撥予公眾用地。
 - 2. 公眾有權按照撥出私人地方供公眾使用的契據使用土地中 的該等部分。
- E. 顯示該等設施、休憩用地及土地中的該等部分的位置的圖則

請參閱第36頁

F. 批地文件關於該等設施、休憩用地及土地中的該等部分的條文

修訂函述明如下:

及該承租人須在根據建築事務監督批核的圖則(屋宇署參考編號BD 2/3055/09)興建或將興建的多層大廈(以下稱為「多層大廈」)座落於此出租的土地上的整個期間,允許政府及所有公眾人士在任何時間及為任何合法目的自由地及在無須繳付任何形式的費用的情況下徒步、以輪椅或嬰兒車通過及再通過日期為 2017年6月8日的「撥出私人地方供公眾使用的契據」附表三中描述及夾附之圖則上以粉紅色加黑斜線劃出及顯示的地方(以下統稱為「撥予公眾用地」)(茲同意及聲明前述提及的通過及再通過的權利僅為作行人通道權利,任何車輛(輪椅及嬰兒車除外)均無權進入或通過撥予公眾用地),且該承租人進一步與香港特別行政區政府(以下稱為「政府」)承諾及同意,按以下方式,即是:-

(1) 該承租人須允許政府及所有公眾人士為所有合法的目的自由地及在無須支付任何形式的費用的情況下每天24小時徒步、以輪椅或嬰兒車通過及再通過撥予公眾用地。撥予公眾用地及在其上的服務設施(包括地面渠道及排水渠)須在多層大廈座落於日期為2017年6月8日的「撥出私人地方供公眾使用的契據」附表二描述的地段(以下稱為「該地段」)的期間,每天24小時提供及開放予政府及所有公眾人士;

- (2) 該承租人須自費鋪平、塑造及鋪設撥予公眾用地,並為 撥予公眾用地進行渠道敷設及排水工程,達致屋宇署署長 滿意之程度,並在屋宇署署長以其絕對酌情權認為合適的 時間內完成;
- (3) 在完成所有鋪平、塑造及鋪設撥予公眾用地及為撥予公眾 用地完成渠道敷設及排水工程後,該承租人須自費保養及 維修撥予公眾用及在必要時翻新撥予公眾用地的路面,達 致政府滿意之程度,及在政府以其絕對酌情權認為合適的 時候進行。該承租人不可進行任何影響撥予公眾用地的路 面之工程,除非事先取得屋宇署署長書面同意,而屋宇署 署長可在發出同意時附加他認為合適的條款及條件;
- (4) 如該承租人未能按以上第(2)條鋪平、塑造及鋪設撥予公眾 用地及為撥予公眾用地進行渠道敷設及排水工程,及在其 後按以上第(3)條保養及維修撥予公眾用地及在必要時 翻新撥予公眾用地的路面,政府可透過其員工、代理人或 承建商合法地進入撥予公眾用地及進行該等鋪平、塑造、 鋪設、渠道敷設、排水、保養、維修及翻新工程,所有該 等工程的費用(包括政府或其授權人士釐定的監督及經常性 開支)須在政府要求時由該承租人向政府支付(茲同意及聲明由 屋宇署署長簽署證明任何該等工程的費用為決定性的);
- (5) 該承租人須在多層大廈座落該地段的期間,維持及保養撥予公眾用地,免除任何形式的障礙(政府及其員工、代理人或承建商因為政府或為政府而進行的工程而引致的障礙除外),並如及當屋宇署署長要求時移除撥予公眾用地的任何障礙(茲同意及聲明屋宇署署長對於甚麼構成障礙的決定為最終並對該承租人具約束力);
- (6) 如該承租人未能按以上第(5)條移除障礙,政府可透過其 員工、代理人或承建商合法地進入撥予公眾用地及進行 屋宇署署長以其絕對酌情權認為必要的工程作出補救,所 有該等工程的費用(包括政府或其授權人士釐定的監督及經 常性開支)須在政府要求時由該承租人向政府支付(茲同意 及聲明由屋宇署署長簽署證明任何該等工程的費用為決定 性的);
- (7) 該承租人須自費及在所有方面達至屋宇署署長滿意程度,在屋宇署署長認為合適的該地段的當眼處豎立及設置告示牌以展示關於撥予公眾用地的資料,包括但不限於(a)撥予公眾用地的位置;(b)撥予公眾用地作通道的用途;(c)陳述以示明撥予公眾用地是24小時開放予政府及所有公眾人士使用而無須繳付任何形式的費用;(d)適用於撥予公眾用地的全部規則及規章;及(e)負責管理撥予公眾用地的人士的名稱(以下稱為「告示牌」);及
- (8) 該承租人須在多層大廈座落於該地段上的整個期間,自費維持、保養及維修告示牌以使其在良好狀態並在所有方面達至屋宇署署長滿意程度。如及當屋宇署署長要求時,該承租人須自費補救及維修告示牌及在需要時更換告示牌,並在屋宇署署長指明的時間內完成。如該承租人未能按本第(8)條履行其責任,政府可透過其員工、代理人或承建商在給予該承租人合理的事前通知後合法地進入該地段或其任何部份及進行該等屋宇署署長認為必要的補救工程,而所有該等工程的費用(包括政府或其授權人士釐定的監督及經常性開支)在政府要求時須由該承租人向政府支付(茲同意及聲明由屋宇署署長簽署證明任何該等工程的費用為決定性的。)

G. 撥出私人地方供公眾使用的契據關於該等設施、休憩用地及 土地中的該等部分的條文

「撥出私人地方供公眾使用的契據」 述明如下:

- 1. 擁有人為其所有權利、業權及權益,在多層大廈座落於該地段的期間,由本契據之日起將附表三中所描述的該地段內的所有範圍(以下統稱為「撥予公眾用地」)撥供公眾作為通道用途。
- 2. 該撥供在以下條款及條件規限下作出:-
 - (i) 不得撤銷,除非得到政府事先書面同意。
 - (ii) 該通道權利僅為作行人通道權利,任何車輛(輪椅及嬰兒車 除外)均無權進入或通過撥予公眾用地。
 - (iii) 擁有人須在多層大廈座落於該地段的期間,允許政府及所有公眾人士為所有合法的目的自由地及在無須支付任何形式的費用的情況下每天24小時徒步、以輪椅或嬰兒車通過及再通過撥予公眾用地。撥予公眾用地及在其上的服務設施(包括地面渠道及排水渠)須在多層大廈座落於該地段的期間,每天24小時提供及開放予政府及所有公眾人士。
 - (iv) 擁有人須自費鋪平、塑造及鋪設撥予公眾用地,並為撥予公眾用地進行渠道敷設及排水工程,達致屋宇署署長(以下稱為「署長」)滿意之程度,並在署長以其絕對酌情權認為合適的時間內完成。
 - (v) 在完成所有鋪平、塑造及鋪設撥予公眾用地及為撥予公眾 用地完成渠道敷設及排水工程後,擁有人須自費保養及 維修撥予公眾用地及在必要時翻新撥予公眾用地的路面, 達致政府滿意之程度,及在政府以其絕對酌情權認為合適 的時候進行。擁有人不可進行任何影響撥予公眾用地的 路面之工程,除非事先取得署長書面同意,並受其附加的 條款及條件所規限。
 - (vi) 如擁有人未能按以上第(iv)分條鋪平、塑造及鋪設撥予公眾 用地及為撥予公眾用地進行渠道敷設及排水工程,及在其 後按以上第(v)分條保養及維修撥予公眾用地及在必要時 翻新撥予公眾用地的路面,政府可透過其員工、代理人或 承建商合法地進入撥予公眾用地及進行該等鋪平、塑造、 鋪設、渠道敷設、排水、保養、維修及翻新工程,所有該 等工程的費用(包括政府或其授權人士釐定的監督及經常性 開支)須在政府要求時由擁有人向政府支付。由署長簽署 證明任何該等工程的費用為決定性的。
 - (vii) 擁有人須在多層大廈座落該地段的期間,維持及保養撥予公眾用地,免除任何形式的障礙(政府及其員工、代理人或承建商因為政府或為政府而進行的工程而引致的障礙除外),並如及當署長要求時移除撥予公眾用地的任何障礙。署長對於甚麼構成障礙的決定為最終並對擁有人具約束力。
 - (viii)如擁有人未能按以上第(vii)分條移除障礙,政府可透過其 員工、代理人或承建商合法地進入撥予公眾用地及進行 署長以其絕對酌情權認為必要的工程作出補救,所有該等 工程的費用(包括政府或其授權人士釐定的監督及經常性 開支)須在政府要求時由擁有人向政府支付。由署長簽署 證明任何該等工程的費用為決定性的。
 - (ix) 擁有人須自費及在所有方面達至署長滿意程度,在署長認為合適的該地段的當眼處豎立及設置告示牌以展示關於撥予公眾用地的資料,包括但不限於(a)撥予公眾用地的位置;(b)撥予公眾用地作通道的用途;(c)陳述以示明撥予公眾用地是24小時開放予政府及所有公眾人士使用而無須繳付任何形式的費用;(d)適用於撥予公眾用地的全部規則及規章;及(e)負責管理撥予公眾用地的人士的名稱(以下稱為「告示牌」)。

- (x) 擁有人須在多層大廈座落於該地段上的整個期間,自費維持、保養及維修告示牌以使其在良好狀態並在所有方面達至署長滿意程度。如及當署長要求時,擁有人須自費補救及維修告示牌及在需要時更換告示牌,並在署長指明的時間內完成。如擁有人未能按本分條履行其責任,政府可透過其員工、代理人或承建商在給予擁有人合理的事前通知後合法地進入該地段或其任何部份及進行該等署長認為必要的補救工程,而所有該等工程的費用(包括政府或其授權人士釐定的監督及經常性開支)在政府要求時須由擁有人向政府支付。由署長簽署證明任何該等工程的費用為決定性的。
- H. 指明住宅物業的每一公契關於該等設施、休憩用地及土地中的 該等部分的條文

條款 公契的規定

第I章 在本公契中,除文意另有所指,下列字及詞句具 有下述所給予它們的涵意:

> 「撥予公眾用地」指該土地及發展項目的被撥供 公眾作為通道用途的所有該等地方或部分,並更 詳細顯示在「撥出私人地方供公眾使用的契據」。

> 「撥出私人地方供公眾使用的契據」指日期為2017年6月8日的並在土地註冊處以註冊摘要第17062600160018號註冊的「撥出私人地方供公眾使用的契據」。

「發展項目公用地方」指註冊擁有人按公契規定 指定供單位的業主及佔用人共同使用與享用,而 並非按公契或其他方式給予註冊擁有人或任何個 別單位的業主,亦並非特別轉讓的該土地及發展 項目的所有該等地方或部分,在不局限前文概 括性的原則下,包括:

(d) 撥予公眾用地;

第93.67條 管理人須按本公契規定以妥善的方式管理該土地 及發展項目,除本公契明文規定外,管理人須負 責並具有充分及不受限制的授權作出妥善管理 該土地及發展項目所必要或適當的一切行為 及事情。在任何方面不限制前文的概括性的原則 下,管理人具有下列權力及職責,即:

> 93.67 根據「撥出私人地方供公眾使用的契據」 和「批地文件」管理及保養撥予公眾用地, 並執行、遵守及履行「撥出私人地方供 公眾使用的契據」和「批地文件」的條款 及條件。

第108.16條 管理預算的管理開支包括但不限於以下:

108.16 根據「撥出私人地方供公眾使用的契據」和「批地文件」保養撥予公眾用地的費用及開支,及管理人就「撥出私人地方供公眾使用的契據」或「批地文件」執行任何職責或行使任何權力時正當地招致的任何其他費用、收費及開支。

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

- A. Facilities that are required under the land grant to be constructed and provided for the Government, or for public use
 - 1. The Dedicated Areas as referred to in the Modification Letter dated 8th June 2017 and registered in the Land Registry by Memorial No.17062600160027 ("the Modification Letter").
 - 2. The general public has the right to use the facilities 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. The Dedicated Areas as referred to in the Modification Letter.
 - 2. The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development.
 - 3. 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. Open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development

Not applicable.

- D. Any part of the land (on which the development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)
 - 1. The Dedicated Areas as referred to in the Deed of Dedication dated 8th June 2017 and registered in the Land Registry by Memorial No.17062600160018 ("the Deed of Dedication"), which are the same as the Dedicated Areas as referred to in the Modification Letter.
 - 2. The general public has the right to use the parts of the land in accordance with the deed of dedication.
- E. A plan that shows the location of those facilities and open spaces, and those parts of the land

Please refer to Page 36

F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land

The Modification Letter stipulates that:-

AND further that the Lessee shall and will throughout the period during which the multi-storey building (hereinafter referred to as "the Multi-Storey Building") erected or to be erected in accordance with the plans approved by the Building Authority under Buildings Department Reference No. BD 2/3055/09 shall be situated on the said premises hereby expressed to be demised permit the Government and all members of the public at all times and for all lawful purposes freely and without payment of any nature whatsoever to pass and re-pass on foot or by wheelchairs or prams over and along the areas described in the Third Schedule to the Deed of Dedication dated the 8th day of June 2017 and more particularly delineated and shown coloured pink hatched black on the plan annexed to the Deed of Dedication (hereinafter collectively referred to as "the Dedicated Areas") (it being agreed and declared that the right to pass and re-pass hereinbefore mentioned shall be a right of pedestrian passage only and that no vehicles (except wheelchairs or prams) shall have any right of access to or passage over the Dedicated Areas) And the Lessee hereby further covenants and agrees with the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government") by these presents, in manner following, that is to say:-

- (1) The Lessee shall and will permit the Government and all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and re-pass on foot or by wheelchairs or prams 24 hours a day along, to, from, by, through and over the Dedicated Areas. The Dedicated Areas and the service facilities (including surface channel and drains) thereon shall be provided and kept open to the Government and all members of the public 24 hours a day throughout the period during which the Multi-Storey Building shall be situated on the lot described in the Second Schedule to the Deed of Dedication dated the 8th day of June 2017 (hereinafter referred to as "the Lot");
- (2) The Lessee shall and will at its own costs and expenses pave, form, surface, channel and drain the Dedicated Areas to the satisfaction of the Director of Buildings and within such time as the Director of Buildings may in his absolute discretion consider desirable;
- (3) After completion of all paving, formation, surfacing, channelling and drainage works, the Lessee shall and will at its own costs and expenses maintain repair and when necessary renew the surfacing of the Dedicated Areas all to the satisfaction of the Government and at such time as the Government may in its absolute discretion consider desirable. The Lessee shall not and will not carry out any works which affect the surfacing of the Dedicated Areas except with the prior written consent of the Director of Buildings who may in granting such consent impose such terms and conditions as he sees fit;
- (4) In the event of any failure on the part of the Lessee to pave, form, surface, channel and drain the Dedicated Areas in accordance with Clause (2) hereof and thereafter to maintain, repair and when necessary renew the surfacing of the Dedicated Areas in accordance with Clause (3) hereof, it shall be lawful for the Government acting by its servants, agents or contractors to enter the Dedicated Areas and carry out such paving, formation, surfacing, channelling, drainage, maintenance, repair and renewal works and the cost of all such works (such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers) shall be payable by the Lessee to the Government on demand (it being agreed and declared that a certificate under the hand of the Director of Buildings shall be conclusive as to the cost of any such works);
- (5) The Lessee shall and will throughout the period during which the Multi-Storey Building shall be situated on the Lot keep and maintain the Dedicated Areas free of any obstruction of whatsoever nature (other than obstruction caused by the Government its servants, agents or contractors in connection with any works being carried out by or on behalf of the Government) and shall and will if and when called upon to do so by the Director of Buildings remove any obstruction from the Dedicated Areas as the Director of Buildings may require (it being agreed and declared that the decision of the Director of Buildings as to what constitutes an obstruction shall be conclusive and binding on the Lessee);
- (6) In the event of the failure on the part of the Lessee to remove any obstruction in accordance with Clause (5) hereof, it shall be lawful for the Government acting by its servants, agents or contractors to enter the Dedicated Areas and carry out such works as the Director of Buildings may in his absolute discretion consider necessary to make good such failure and the cost of all such works (such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers) shall be payable by the Lessee to the Government on demand (it being agreed and declared that a certificate under the hand of the Director of Buildings shall be conclusive as to the cost of any such works);
- (7) The Lessee shall and will at its own costs and expenses and in all respects to the satisfaction of the Director of Buildings erect and fix a notice or notices in a conspicuous location or locations of the Lot as the Director of Buildings may consider appropriate for displaying the information of the Dedicated Areas, including but not limited to (a) the locations of the Dedicated Areas; (b) the purposes of passage for which they are dedicated; (c) a statement indicating that they are open for the use by the Government and all members of the public 24 hours a day without payment of any nature whatsoever; (d) rules and regulations for the use of the Dedicated Areas in full; and (e) the party responsible for the management of the Dedicated Areas (hereinafter referred to as "the Notices"); and

- (8) The Lessee shall and will throughout the period during which the Multi-Storey Building shall be situated on the Lot at its own costs and expenses keep, maintain and repair the Notices in a proper condition in all respects to the satisfaction of the Director of Buildings. If and when called upon to do so by the Director of Buildings, the Lessee shall and will at its own costs and expenses make good and repair and when necessary replace the Notices as the Director of Buildings may require within the time limit to be specified by the Director of Buildings. In the event of the failure on the part of the Lessee to perform its obligations in accordance with this Clause (8), it shall be lawful for the Government acting by its servants, agents or contractors, having given reasonable prior notice to the Lessee, to enter the Lot or any part or parts thereof and carry out such works as the Director of Buildings shall consider necessary to make good such failure and the cost of all such works (such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers) shall be payable by the Lessee to the Government on demand (it being agreed and declared that a certificate under the hand of the Director of Buildings shall be conclusive as to the cost of any such works).
- G. Provisions of the deed of dedication that concern those facilities and open spaces, and those parts of the land

The Deed of Dedication stipulates that:-

- 1. The Owner for all right title and interest competent to it hereby dedicates from the date hereof all those areas of the Lot described in the Third Schedule hereto (hereinafter collectively referred to as "the Dedicated Areas") unto the public for the purposes of passage for the period during which the Multi-Storey Building shall be situated on the Lot.
- 2. This dedication is made subject to the following terms and conditions:-
 - (i) It shall not be revoked except with the prior written consent of the Government.
 - (ii) The right of passage is a right of pedestrian passage only and no vehicles (except wheelchairs or prams) shall have any right of access to or passage over the Dedicated Areas.
 - (iii) The Owner shall throughout the period during which the Multi-Storey Building shall be situated on the Lot permit the Government and all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and re-pass on foot or by wheelchairs or prams 24 hours a day along, to, from, by, through and over the Dedicated Areas. The Dedicated Areas and the service facilities (including surface channel and drains) thereon shall be provided and kept open to the Government and all members of the public 24 hours a day throughout the period during which the Multi-Storey Building shall be situated on the Lot.
 - (iv) The Owner shall at its own costs and expenses pave, form, surface, channel and drain the Dedicated Areas to the satisfaction of the Director of Buildings (hereinafter referred to as "the Director") and within such time as the Director may in his absolute discretion consider desirable.
 - (v) After completion of all paving, formation, surfacing, channelling and drainage works, the Owner shall at its own costs and expenses maintain repair and when necessary renew the surfacing of the Dedicated Areas all to the satisfaction of the Government and at such time as the Government may in its absolute discretion consider desirable. The Owner shall not carry out any works which affect the surfacing of the Dedicated Areas except with the prior written consent of the Director and subject to such terms and conditions as he may impose.

- (vi) In the event of any failure on the part of the Owner to pave, form, surface, channel and drain the Dedicated Areas in accordance with sub-clause (iv) hereof and thereafter to maintain, repair and when necessary renew the surfacing of the Dedicated Areas in accordance with sub-clause (v) hereof, it shall be lawful for the Government acting by its servants, agents or contractors to enter the Dedicated Areas and carry out such paving, formation, surfacing, channelling, drainage, maintenance, repair and renewal works and the cost of all such works (such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers) shall be payable by the Owner to the Government on demand. A certificate under the hand of the Director shall be conclusive as to the cost of any such works.
- (vii) The Owner shall throughout the period during which the Multi-Storey Building shall be situated on the Lot keep and maintain the Dedicated Areas free of any obstruction of whatsoever nature (other than obstruction caused by the Government its servants, agents or contractors in connection with any works being carried out by or on behalf of the Government) and shall if and when called upon to do so by the Director remove any obstruction from the Dedicated Areas as the Director may require. The decision of the Director as to what constitutes an obstruction shall be conclusive and binding on the Owner.
- (viii) In the event of the failure on the part of the Owner to remove any obstruction in accordance with sub-clause (vii) hereof, it shall be lawful for the Government acting by its servants, agents or contractors to enter the Dedicated Areas and carry out such works as the Director may in his absolute discretion consider necessary to make good such failure and the cost of all such works (such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers) shall be payable by the Owner to the Government on demand. A certificate under the hand of the Director shall be conclusive as to the cost of any such works.
- (ix) The Owner shall at its own costs and expenses and in all respects to the satisfaction of the Director erect and fix a notice or notices in a conspicuous location or locations of the Lot as the Director may consider appropriate for displaying the information of the Dedicated Areas, including but not limited to (a) the locations of the Dedicated Areas; (b) the purposes of passage for which they are dedicated; (c) a statement indicating that they are open for the use by the Government and all members of the public 24 hours a day without payment of any nature whatsoever; (d) rules and regulations for the use of the Dedicated Areas in full; and (e) the party responsible for the management of the Dedicated Areas (hereinafter referred to as "the Notices").
- (x) The Owner shall throughout the period during which the Multi-Storey Building shall be situated on the Lot at its own costs and expenses keep, maintain and repair the Notices in a proper condition in all respects to the satisfaction of the Director. If and when called upon to do so by the Director, the Owner shall at its own costs and expenses make good and repair and when necessary replace the Notices as the Director may require within the time limit to be specified by the Director. In the event of the failure on the part of the Owner to perform its obligation in accordance with this sub-clause, it shall be lawful for the Government acting by its servants, agents or contractors, having given reasonable prior notice to the Owner, to enter the Lot or any part or parts thereof and carry out such works as the Director shall consider necessary to make good such failure and the cost of all such works (such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers) shall be payable by the Owner to the Government on demand. A certificate under the hand of the Director shall be conclusive as to the cost of any such works.

H. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land

Clause Provisions of the deed of mutual covenant

Section I In this Deed, the following words and expressions shall have the following meanings ascribed to them except where the context otherwise requires or permits:

> "dedicated areas" means all that area or part of the Land and the Development which has been dedicated unto the public for the purposes of passage as more particularly shown in the Deed of Dedication.

> "Deed of Dedication" means the Deed of Dedication dated 8th June 2017 and registered in the Land Registry by Memorial No.17062600160018.

> "Development Common Areas" means all those areas or parts of the Land and the Development the right to the use of which is designated by the Registered Owner in accordance with the provisions of this Deed for the common use and benefit of the Owners and occupiers of the Units and is not given by this Deed or otherwise to the Registered Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing:

(d) the dedicated areas;

Clause 93.67

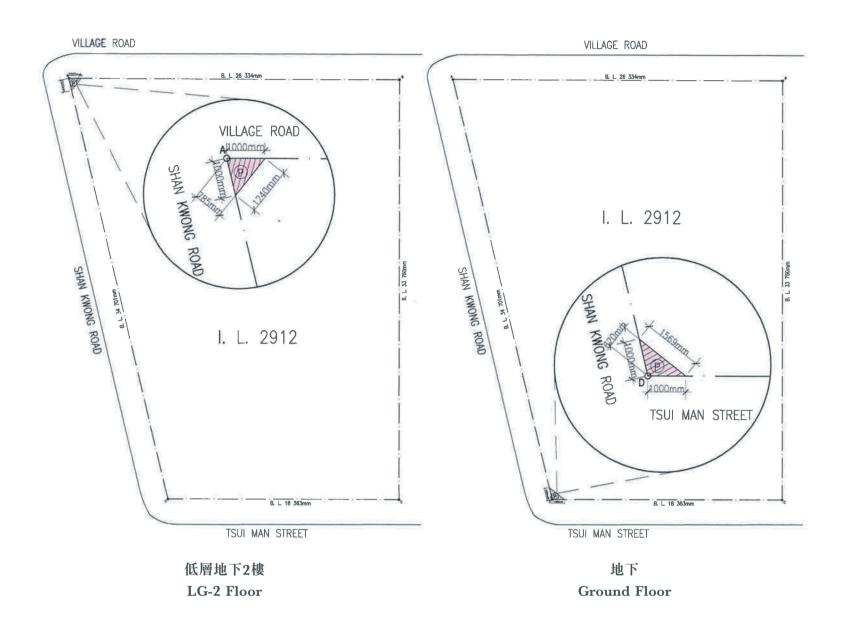
The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:

93.67 To manage and maintain the dedicated areas pursuant to the Deed of Dedication and the Government Grant and to enforce, observe and perform the terms and conditions of the Deed of Dedication and the Government Grant.

Clause 108.16 The management expenditure in the Management Budget shall include but not be limited to the following:

108.16 The costs and expenses of maintaining the dedicated areas as required to be maintained pursuant to the Deed of Dedication and the Government Grant and any other costs, charges and expenses properly incurred by the Manager in the performance of any duty or in the exercise of any power under the Deed of Dedication or the Government Grant.

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





横截面圖 A-A CROSS-SECTION PLAN A-A

邊界線

山光道

SHAN KWONG ROAD

4.67m(米)

9.43m(米)

20.85

BOUNDARY



	RO	OF FLOOR	
32/F	康樂設施	RECREATIONAL FACILITIES	
31/F	住宅單位	RESIDENTIAL U	JNIT
30/F	住宅單位	RESIDENTIAL U	JNIT
29/F	住宅單位	RESIDENTIAL U	JNIT
28/F	住宅單位	RESIDENTIAL U	JNIT
27/F	住宅單位	RESIDENTIAL U	JNIT
26/F	住宅單位	RESIDENTIAL U	JNIT
25/F	住宅單位	RESIDENTIAL U	JNIT
23/F	住宅單位	RESIDENTIAL U	JNIT
22/F	住宅單位	RESIDENTIAL U	JNIT
21/F	住宅單位	RESIDENTIAL U	JNIT
20/F	住宅單位	RESIDENTIAL U	JNIT
19/F	住宅單位	RESIDENTIAL U	JNIT
18/F	住宅單位	RESIDENTIAL U	JNIT
17/F	住宅單位	RESIDENTIAL U	JNIT
16/F	住宅單位	RESIDENTIAL U	JNIT
15/F	住宅單位	RESIDENTIAL U	JNIT
12/F	住宅單位	RESIDENTIAL U	JNIT
11/F	住宅單位	RESIDENTIAL U	JNIT
10/F	住宅單位	RESIDENTIAL U	JNIT
9/F	住宅單位	RESIDENTIAL U	JNIT
8/F	住宅單位	RESIDENTIAL U	JNIT
7/F	住宅單位	RESIDENTIAL U	JNIT
6/F	住宅單位	RESIDENTIAL U	JNIT
5/F	住宅單位	RESIDENTIAL U	JNIT
3/F	住宅單位	RESIDENTIAL U	JNIT
2/F	住宅單位	RESIDENTIAL U	JNIT

住宅單位 RESIDENTIAL UNIT

LG-1/F

LG-2/F

TRANSFER PLATE

機房

機房 MACHINE ROOM

MACHINE ROOM

MACHINE ROOM

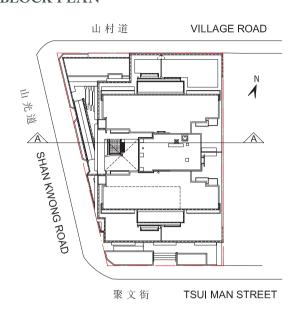
轉換層

LG-1/F COVERED 有蓋園林地方 LANDSCAPE AREA

停車場 CAR PARK

LG-2/F

座向圖 BLOCK PLAN



邊 界 線 BOUNDARY LINE

相鄰建築物 ADJOINING BUILDING

30.28

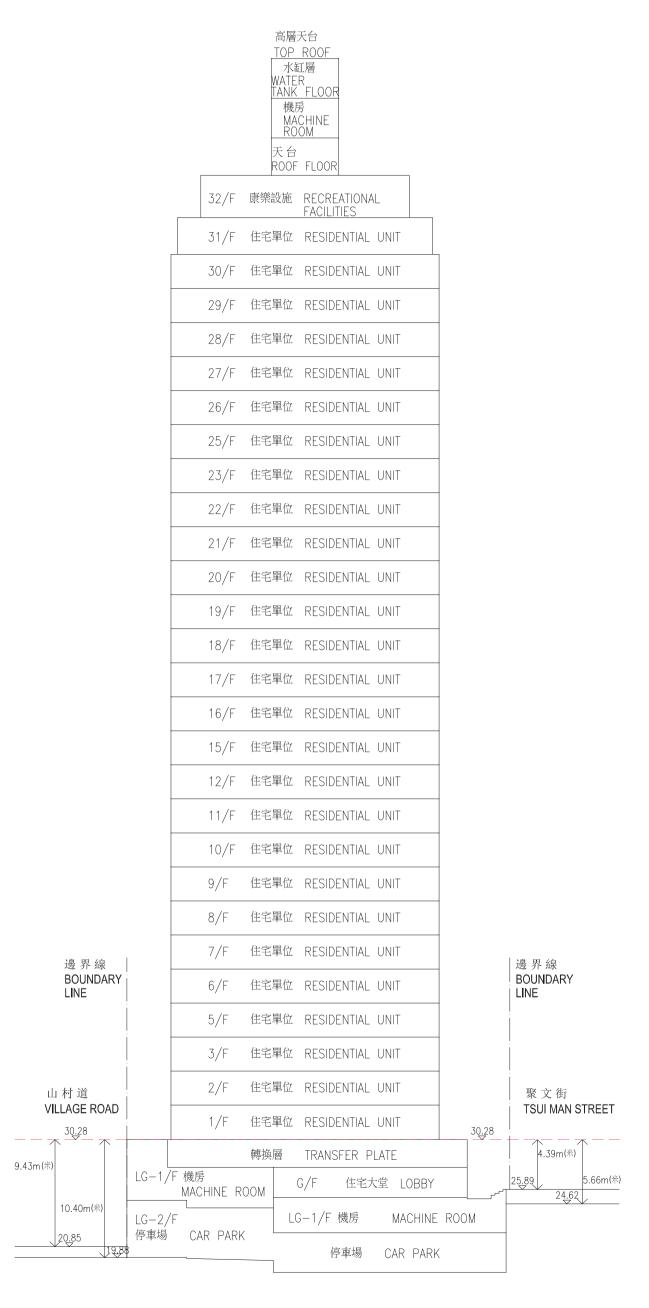
毗連建築物的一段山光道為香港主水平基準 以上20.85米至25.61米。

The part of Shan Kwong Road adjacent to the building is 20.85 metres to 25.61 metres above Hong Kong Principal Datum (HKPD).

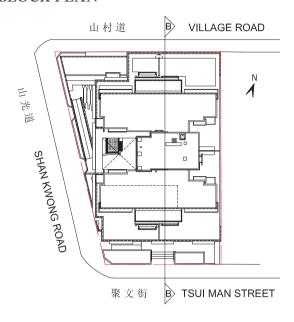
為最低住宅樓層水平。

in the cross section plan denotes the lowest residential floor.

横截面圖 B-B CROSS-SECTION PLAN B-B



座向圖 BLOCK PLAN



毗連建築物的一段山村道為香港主水平基準 以上19.88米至20.85米。

The part of Village Road adjacent to the building is 19.88 metres to 20.85 metres above Hong Kong Principal Datum (HKPD).

毗連建築物的一段聚文街為香港主水平基準 以上24.62米至25.89米。

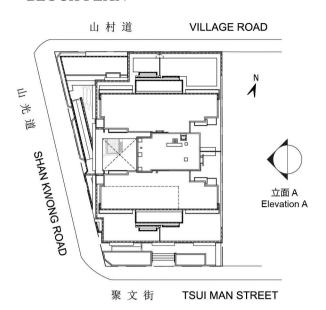
The part of Tsui Man Street adjacent to the building is 24.62 metres to 25.89 metres above Hong Kong Principal Datum (HKPD).

為最低住宅樓層水平。

in the cross section plan denotes the lowest residential floor.

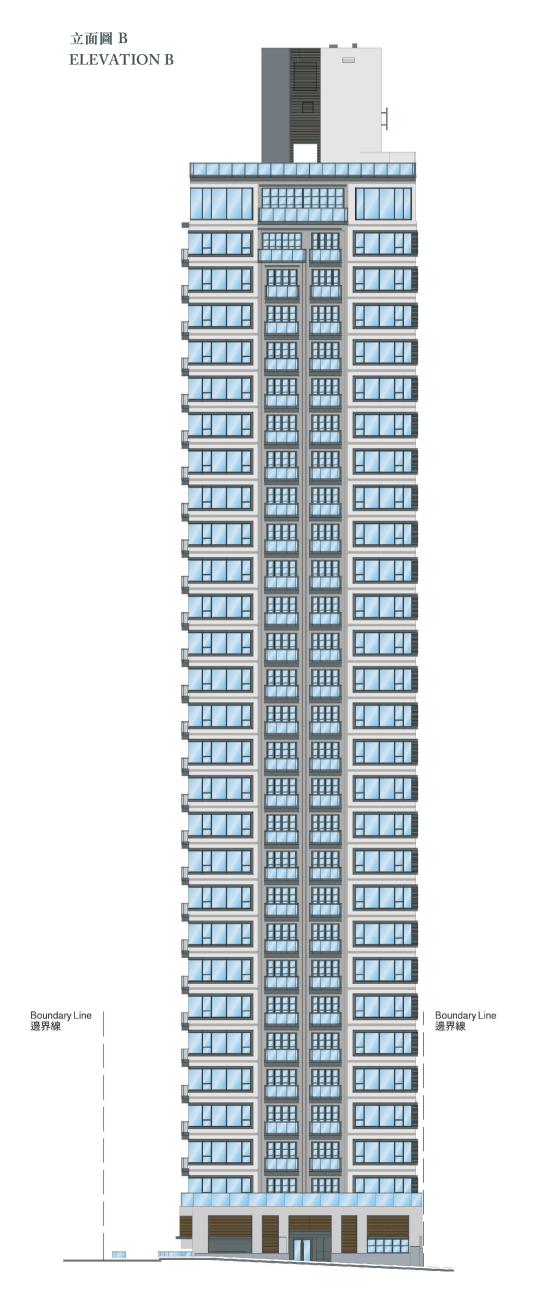


座向圖 BLOCK PLAN

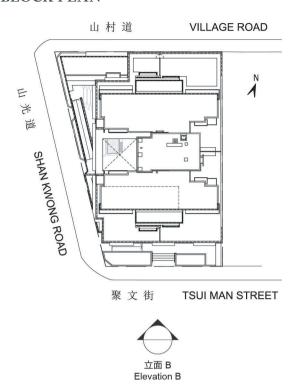


- 1. 以2017年2月22日的情況為準的發展項目的經批准的 建築圖則為基礎擬備;及
- 2. 大致上與發展項目的外觀一致。

- 1. are prepared on the basis of the approved building plans for the Development as of 22 February 2017; and
- 2. are in general accordance with the outward appearance of the Development.

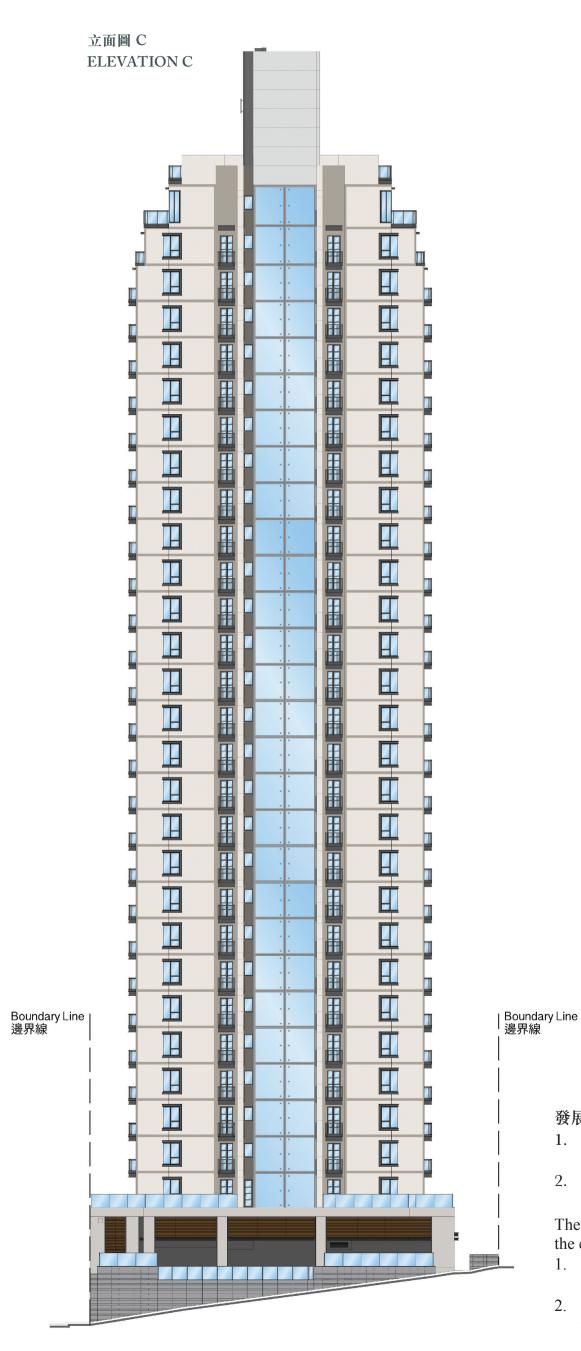


座向圖 BLOCK PLAN

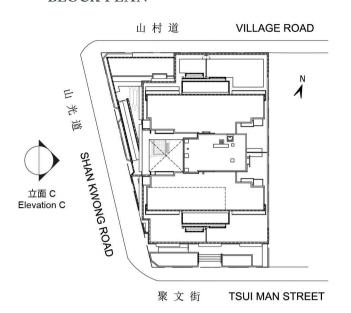


- 1. 以2017年2月22日的情況為準的發展項目的經批准的 建築圖則為基礎擬備;及
- 2. 大致上與發展項目的外觀一致。

- 1. are prepared on the basis of the approved building plans for the Development as of 22 February 2017; and
- 2. are in general accordance with the outward appearance of the Development.

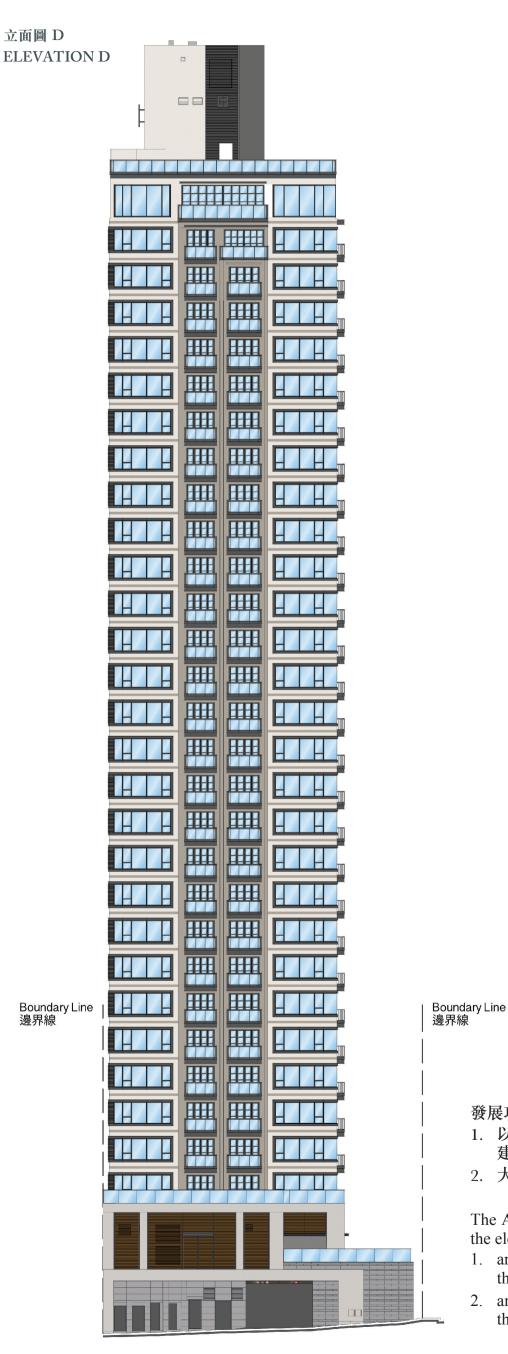


座向圖 BLOCK PLAN

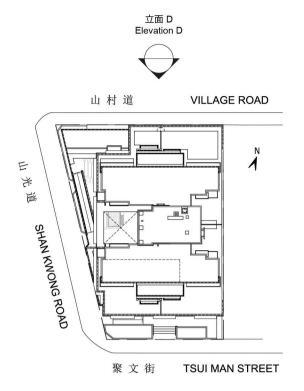


- 1. 以2017年2月22日的情況為準的發展項目的經批准的 建築圖則為基礎擬備;及
- 2. 大致上與發展項目的外觀一致。

- 1. are prepared on the basis of the approved building plans for the Development as of 22 February 2017; and
- 2. are in general accordance with the outward appearance of the Development.



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- 2. are in general accordance with the outward appearance of the Development.

服務協議 SERVICE AGREEMENTS

食水及沖廁水由水務署供應。

電力由香港電燈有限公司供應。

Potable and flushing water is supplied by Water Supplies Department.

Electricity is supplied by The Hong Kong Electric Company Limited.

地税 GOVERNMENT RENT

賣方有法律責任繳付發展項目內每一住宅物業直至有關的住宅物業 轉讓契之日期(包括簽署轉讓契當日)之地稅。 The Vendor is liable to pay the Government rent in respect of each of the residential properties in the Development up to and including the date of the Assignment of the relevant residential property.

(a) 公契的最新草稿第58條規定:

"業主須按批地文件,根據土力工程處印發的「岩土指南第五冊一斜坡維修指南」(以不時的修訂或替代為準)和岩土指南第五冊編制的斜坡及護土牆保養手冊,自費保養和進行有關斜坡及護土牆的一切工程。註冊擁有人(在本條文中,該詞意不包括它的繼承人及受讓人)須在本公契之日之後1個月內在管理人辦事處備存該保養手冊的一份完整文本,以供業主免費查閱,並在業主繳交合理收費後提供其副本,收取的一切款項須撥入特別基金。"

(b) 公契的最新草稿第93.47條規定:

"管理人須按本公契規定以妥善方式管理該土地及發展項目。 除非本公契另有明文規定,管理人須負責並具有充分及不受 限制的授權為妥善管理該土地及發展項目而採取所有必要或 適當的行動及措施。在不局限前文概括性的原則下,管理人具 有下列職責及權力,即:

- 93.47 由業主授予全權以聘請合適及合資格人士視察、保持及保養斜坡及護土牆(如有)或其他構築物並對其進行一切必要工程,以符合批地文件及根據斜坡及護土牆維修手冊,尤其是根據相關政府部門不時發出有關保養斜坡及護土牆及相關構築物的所有指引,並向業主收取該等保養、維修及其他工程所合法招致或將招致的一切費用。就本條文而言,管理人包括業主立案法團(如成立)。"
- (c) 每個業主均須分擔維修工程的費用。
- (d) 一份顯示該斜坡及已經或將會在發展項目所位於的土地之內或 之外建造的任何護土牆或有關構築物的圖則

請參閱第45頁。

(a) Clause 58 of the latest draft Deed of Mutual Covenant stipulates that:

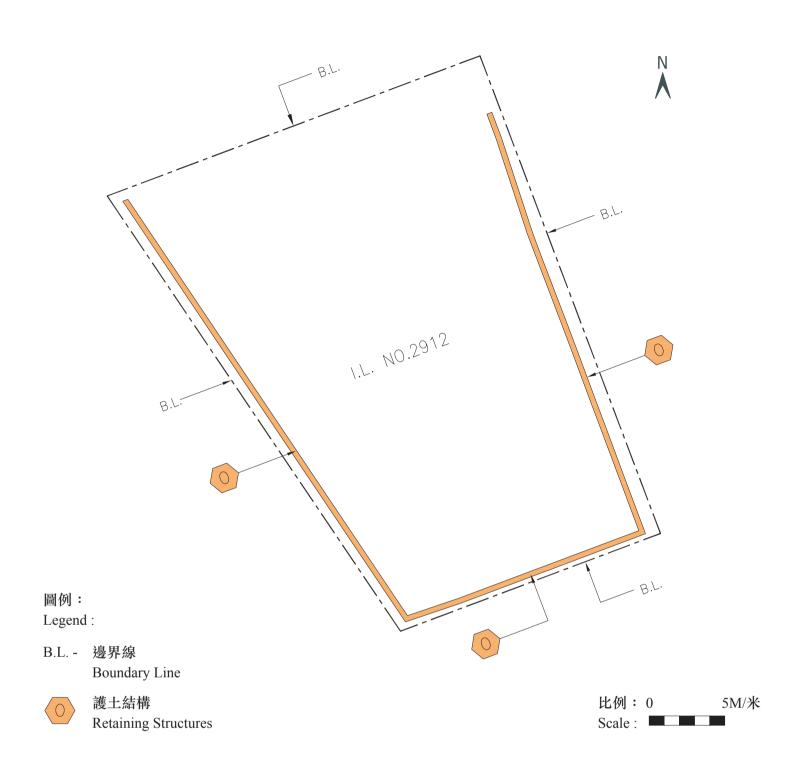
"The Owners shall at their own expenses maintain and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Maintenance Manual(s) for the Slopes and Retaining Walls prepared in accordance with Geoguide 5. The Registered Owner (which expression, for the purpose of this Clause, shall exclude its successors and assigns) shall deposit a full copy of such Maintenance Manual(s) with the Manager's office within one month after the date of this Deed for inspection by the Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund."

(b) Clause 93.47 of the latest draft Deed of Mutual Covenant stipulates that:

"The Manager will manage the Land and the Development in a proper manner and in accordance with this Deed and except as otherwise herein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:

- 93.47 To have the full authority of the Owners to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition and carry out any necessary works in respect of, the Slopes and Retaining Walls (if any) or other structure in compliance with the Government Grant and in accordance with the Maintenance Manual(s) for the Slopes and Retaining Walls and in particular, in accordance with all guidelines issued from time to time by the appropriate Government Departments regarding the maintenance of the Slopes and Retaining Walls and related structures and to collect from the Owners all costs lawfully incurred or to be incurred by it in carrying out such maintenance, repair and any other works. For the purpose of this Clause, the Manager shall include Owners' Corporation, if formed."
- (c) Each of the owners is obliged to contribute towards the costs of the maintenance works.
- (d) A plan showing the slope and the retaining wall or related structures constructed, or to be constructed, within or outside the land on which the Development is situated

Please refer to Page 45.



修訂 MODIFICATION

本發展項目現時並沒有向政府提出申請修訂批地文件。

No existing application to the Government for a modification of the land grant for the Development has been made.

本發展項目的公契暨管理協議("公契")載有以下條款:-

條款號數 條款

"《消防安全 第一章 管理計劃》" - 定義

關於開放式廚房單位的消防安全管理計 劃及措施,包括其後根據屋宇署、消防 處或其他有關政府機關當時的相關要求 而不時作出的增補、變更或修改。《消防 安全管理計劃》的摘錄納入在本公契的 附錄五內。

"開放式 採用開放式廚房設計的住宅單位。所有 住宅單位均屬開放式廚房單位。 廚房單位"

業主不得將根據圖則設置及毗鄰其開放式廚房單位的開 66. 放式廚房的櫃(如有)移除或改動,或允許或容許被移除 或改動,除非獲得建築事務監督事先批准,且該移除或 改動須在遵守香港當時生效的條例、附例、規例及規則 的情況下進行。

條款號數 條款

- 每個開放式廚房單位之業主須遵守和遵從,並 77. 77.1 促使其租客、被許可人及/或佔用人遵守和遵從 《消防安全管理計劃》及管理人不時就《消防 安全管理計劃》的實施而發出或給予的任何指引 或指導。尤其是,每個開放式廚房單位之業主須 自費保養在其開放式廚房單位內之花灑系統及煙 霧探測器,及不得在未獲管理人事先書面批准下 改動、移除或阻塞任何花灑系統及煙霧探測器。
 - 每個開放式廚房單位之業主須容許,並促使其租 77.2 客、被許可人及/或佔用人容許管理人及/或管理 人委任的註冊消防服務裝置承辦商進入其開放式 廚房單位,以就其開放式廚房單位內之花灑系統 及煙霧探測器進行檢查。該等檢查須每年進行-次,除非管理人及/或相關政府機關需要更頻密 地進行檢查。倘若發現任何開放式廚房單位之業 主改動、移除或阻塞,或未能保養花灑系統及/ 或煙霧探測器,管理人及/或管理人委任的註冊 消防服務裝置承辦商則有權進入其開放式廚房 單位,以進行保養及/或復原工程,該開放式廚 房單位之業主須向管理人支付或彌償該保養及/ 或復原工程的費用及開支。
 - 每個開放式廚房單位之業主不得進行,或允許或 容許進行任何與其開放式廚房單位有關的工程; 包括但不限於拆除或改動任何間隔牆或任何地板 或天台樓板或任何間隔結構,以導致其開放式廚 房單位的內部連接至任何毗連或毗鄰開放式廚房 單位及可從任何毗連或毗鄰開放式廚房單位通往 其開放式廚房單位,除非該業主已經向相關政府 部門重新提交本發展項目的消防工程報告並獲得 相關政府部門事先批准。

The latest draft of the Deed of Mutual Covenant incorporating Management Agreement in respect of the Development ("DMC") contains the following provisions:-

Clause No. Provision

Section I

66.

77.

"Fire Safety The fire safety management plan and - Definitions Management measures relating to the Open Kitchen Units including subsequent additions, variations or amendments thereto from time to time in accordance with the then relevant requirements of the Buildings Department, the Fire Services Department or any other relevant government authority. Extracts of the Fire Safety Management Plan are incorporated in the Fifth Schedule hereto.

> "Open Kitchen Unit"

A Residential Unit of which open kitchen design is adopted. All Residential Units are Open Kitchen Units.

No Owner shall remove or alter or permit or suffer to be removed or altered the cabinet(s) (if any) provided in accordance with the Plans and located adjacent to the open kitchen in his Open Kitchen Unit unless the prior approval of the Building Authority has been obtained and such removal or alteration is carried out in compliance with all Ordinances, bye-laws, regulations and rules for the time being in force in Hong Kong.

Clause No. Provision

77.1 The Owner of each Open Kitchen Unit shall

observe and comply with and shall cause its tenants, licensees and/or occupants to observe and comply with the Fire Safety Management Plan and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan. In particular, the Owner of each Open Kitchen Unit shall maintain the sprinkler system and smoke detector in its Open Kitchen Unit at its own costs and expenses and shall not alter, remove or obstruct any of the sprinkler system and smoke detector without the prior written approval of the Manager.

77.2 The Owner of each Open Kitchen Unit shall allow and shall cause its tenants, licensees and/ or occupants to allow the Manager and/or the registered fire service installation contractor(s) appointed by the Manager to enter into the Open Kitchen Unit to carry out inspection of the sprinkler system and smoke detector in its Open Kitchen Unit. Unless more frequent inspection is required by the Manager and/or the relevant Government authorities, such inspection will be carried out once a year. In case it is found that any Owner of the Open Kitchen Unit shall alter or remove or obstruct or fail to maintain the sprinkler system and/or smoke detector, the Manager and/or the registered fire service installation contractor(s) appointed by the Manager shall be entitled to enter into its Open Kitchen Unit to carry out maintenance and/or reinstatement work and such Owner of the Open Kitchen Unit shall pay or indemnify the Manager the costs and expenses of the maintenance and/or reinstatement work.

77.3 The Owner of an Open Kitchen Unit shall not carry out or permit or suffer to be carried out any works in connection with his Open Kitchen Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such Open Kitchen Unit being internally linked to and accessible from any adjoining or adjacent Open Kitchen Unit unless such Owner has resubmitted the Fire Engineering Report in relation to the Development to the relevant Government department(s) and obtained the prior approval of the relevant Government department(s).

申請建築物總樓面面積寬免的資料 INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA (GFA) OF BUILDING

Environmental assessment and information on the estimated energy performance or consumption for the common parts of the development

The approved general building plans of this development are not subject to the requirements stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers APP-151 issued by the Building Authority. Environmental assessment and information on the estimated energy performance or consumption for the common parts of this development were not required to be submitted to the Building Authority as a prerequisite for the granting of gross floor area concessions.

本發展項目的環境評估及公用部分的預計能量表現或消耗的資料

本發展項目的經批准一般建築圖則不受由建築事務監督發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》APP-151規定規限。本發展項目的環境評估及公用部分的預計能量表現或消耗的資料無須呈交建築事務監督,以作為批予總樓面面積寬免的先決條件。

發展項目之互聯網網站 WEBSITE OF THE DEVELOPMENT

賣方之發展項目互聯網網站的網址:www.TheAster.com.hk

The address of the website by the vendor for the Development: www.TheAster.com.hk



