One Victoria Cove
首岸

PHASE 2 第二期
TOWER 3 第三座

SALES BROCHURE
售樓說明書

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

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款，以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料[1]。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

4. 物業的面積及四周環境

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

5. 售樓說明書

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

6. 政府批地文件和公契

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

7. 售樓處內有關可供揀選住宅物業的資料

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

8. 成交紀錄冊

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

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 留意賣方有權改動未落成發展項目的建築圖則(如有的話)。如屬未落成發展項目，條例規定物業的買賣合約須載有強制性條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲建築事務監督批准後的14日內，將該項改動以書面通知買家。
- 訂立臨時買賣合約時，您須向擁有人(即賣方)支付樓價**5%**的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金(即樓價的5%)會被沒收，而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

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

11. 委託地產代理

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

12. 委聘律師

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

適用於一手未落成住宅物業

13. 預售樓花同意書

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

14. 示範單位

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

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期[3]。
  - 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
  - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意(視屬何種情況而定)。
    - ➢ 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
    - ➢ 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
  - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
  - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
    - ➢ 工人罷工或封閉工地；
    - ➢ 暴動或內亂；
    - ➢ 不可抗力或天災；
    - ➢ 火警或其他賣方所不能控制的意外；
    - ➢ 戰爭；或
    - ➢ 惡劣天氣。
  - 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
  - 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

適用於一手已落成住宅物業

16. 賣方資料表格

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

17. 參觀物業

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

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

網址　　: www.srpa.gov.hk
電話　　: 2817 3313
電郵　　: enquiry_srpa@hd.gov.hk
傳真　　: 2219 2220

其他相關聯絡資料：

消費者委員會
網址　　: www.consumer.org.hk
電話　　: 2929 2222
電郵　　: cc@consumer.org.hk
傳真　　: 2856 3611

地產代理監管局
網址　　: www.eaa.org.hk
電話　　: 2111 2777
電郵　　: enquiry@eaa.org.hk
傳真　　: 2598 9596

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

一手住宅物業銷售監管局
2023年3月

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

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

3　一般而言，「關鍵日期」指該項目符合批地文件的條件的日期，或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第2條。

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

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

4. Property area and its surroundings

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

5. Sales brochure

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

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

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

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

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

8. Register of Transactions

- Pay attention to the register of transactions for a development. A vendor must, within 24 hours after entering into a PASP with a purchaser, enter transaction information of the PASP in the register of transactions. The vendor must, within 1 working day after entering into an agreement for sale and purchase (ASP), enter transaction information of

the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.

- Never take the number of registrations of intent or cashier orders a vendor has received for the purpose of registration as an indicator of the sales volume of a development. The register of transactions for a development is the most reliable source of information from which members of the public can grasp the daily sales condition of the development.

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor's right to alter the building plans (if any) for an uncompleted development. The mandatory provisions to be incorporated in an ASP for uncompleted development as required by the Ordinance include a provision requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Building Authority.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

10. Expression of intent of purchasing a residential property

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

11. Appointment of estate agent

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

12. Appointment of solicitor

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

For first-hand uncompleted residential properties

13. Pre-sale Consent

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

14. Show flats

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

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

15. Estimated material date and handing over date

- Check the estimated material date[3] for the development in the sales brochure.
  - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document/a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
    - ➢ For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
    - ➢ For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after

the issue of the Occupation Document including Occupation Permit.

- The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.

- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.

  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:

    - strike or lock-out of workmen;
    - riots or civil commotion;
    - force majeure or Act of God;
    - fire or other accident beyond the vendor's control;
    - war; or
    - inclement weather.

  - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.

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

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

For first-hand completed residential properties

16. Vendor's information form

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

17. Viewing of property

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

- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

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

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

Other useful contacts:

Consumer Council

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

Estate Agents Authority

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

Real Estate Developers Association of Hong Kong

Telephone : 2826 0111
Fax : 2845 2521

Sales of First-hand Residential Properties Authority
March 2023

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

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

(i) the external dimensions of each residential property;
(ii) the internal dimensions of each residential property;
(iii) the thickness of the internal partitions of each residential property;
(iv) the external dimensions of individual compartments in each residential property.

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

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

1 期數的資料
INFORMATION ON THE PHASE

發展項目的期數名稱

首岸 (「發展項目」)的第2期(「期數」)

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

庇利街1號
(此臨時門牌號數有待期數建成時確認。)

每幢多單位建築物的樓層的總數

第3座: 27層(不包括地庫3樓、地庫2樓、地庫1樓、天台、上層天台及頂層天台)

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

第3座: 1樓至3樓、5樓至12樓、15樓至23樓、25樓至30樓、天台、上層天台及頂層天台

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

第3座: 4樓、13樓、14樓及24樓

每幢多單位建築物內的庇護層

第3座: 天台

期數屬未落成期數:

(a) 由期數認可人士提供的期數的預計關鍵日期為2027年8月31日。
(b) 預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。
(c) 根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為期數已落成或當作已落成(視屬何情況而定)的確證。

Name of the Phase of the Development

Phase 2 ("the Phase") of One Victoria Cove ("the Development")

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

1 Bailey Street
(This provisional street number is subject to confirmation when the Phase is completed.)

Total number of storeys of each multi-unit building

Tower 3: 27 storeys (excluding B3/F, B2/F, B1/F, Roof, Upper Roof and Top Roof)

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

Tower 3: 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-30/F, Roof, Upper Roof and Top Roof

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

Tower 3: 4/F, 13/F, 14/F and 24/F

Refuge floor of each multi-unit building

Tower 3: Roof

The Phase is an uncompleted phase

(a) The estimated material date for the Phase, as provided by the Authorized Person for the Phase is 31 August 2027.
(b) The estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.
(c) Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

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

賣方

市區重建局（作為「擁有人」）
永利星發展有限公司（作為「如此聘用的人」）

備註：
「擁有人」指期數住宅物業的法律上的擁有人或實益擁有人。
「如此聘用的人」指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

擁有人（市區重建局）的控權公司

不適用

如此聘用的人（永利星發展有限公司）的控權公司

不適用

期數的認可人士

梁傑文先生

期數的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

呂元祥建築師事務所(香港)有限公司

期數的承建商

中國海外房屋工程有限公司

就期數中的住宅物業的出售而代表擁有人行事的律師事務所

的近律師行
胡關李羅律師行

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構

星展銀行(香港)有限公司、中國銀行(香港)有限公司及DBS Bank Ltd., Hong Kong Branch

已為期數的建造提供貸款的任何其他人

聯泰國際有限公司、Brilliant Choice Group Limited及Lucida Enterprises Limited

Vendor

Urban Renewal Authority (as "Owner")
Nation Star Development Limited (as "Person so engaged")

Notes:
"Owner" means the legal or beneficial owner of the residential properties in the Phase.
"Person so engaged" means the person engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase

Holding company of the Owner (Urban Renewal Authority)

Not applicable

Holding company of the Person so engaged (Nation Star Development Limited)

Not applicable

Authorized person for the Phase

Mr. Leung Kit Man Andy

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

Ronald Lu & Partners (Hong Kong) Limited

Building contractor for the Phase

China Overseas Building Construction Limited

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

Deacons
Woo Kwan Lee & Lo

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

DBS Bank (Hong Kong) Limited, Bank of China (Hong Kong) Limited and DBS Bank Ltd., Hong Kong Branch

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

Smart Time International Limited, Brilliant Choice Group Limited and Lucida Enterprises Limited

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

備註：在本節提述賣方即提述市區重建局 (作為擁有人) 或永利星發展有限公司 (作為如此聘用的人)。

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

Remark: A reference to the vendor in this section is a reference to either Urban Renewal Authority (as Owner) or Nation Star Development Limited (as Person so engaged).

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

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

座數 Tower	樓層 Floor	單位 Flat	每個住宅物業的非結構的預製外牆的總面積 (平方米) The total area of the non-structural prefabricated external walls of each residential property (sq.m.)
第3座 Tower 3	3樓 3/F	A	0.221
		B	0.221
		C	-
		D	0.349
		E	0.341
		F	-
		G	-
		H	-
		J	-
		K	-
		L	-
		M	-
		N	0.323
		P	0.323
		Q	-
		R	-
	5樓-12樓、15樓-23樓、25樓-30樓 5/F-12/F, 15/F-23/F, 25/F-30/F	A	0.221
		B	0.221
		C	-
		D	0.349
		E	0.341
		F	-
		G	-
		H	-
		J	-
		K	-
		L	-
		M	-
		N	0.323
		P	0.323
		Q	-
		R	-

備註: 在本售樓說明書中，“Unit”及“Flat”(當提及住宅物業時)這兩個詞彙可能是互換使用。
Note: In this sales brochure, the terms “Unit” and “Flat” (when referring to a residential property) may be used interchangeably.

期數將會有構成圍封牆的一部分的幕牆。
There will be curtain walls forming part of the enclosing walls of the Phase.

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

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

座數 Tower	樓層 Floor	單位 Flat	每個住宅物業的幕牆的總面積 (平方米) The total area of the curtain walls of each residential property (sq.m.)
第3座 Tower 3	3樓 3/F	A	1.382
		B	1.472
		C	0.997
		D	1.357
		E	1.347
		F	0.907
		G	0.937
		H	0.937
		J	0.937
		K	0.937
		L	0.937
		M	0.907
		N	1.357
		P	1.357
		Q	1.050
		R	1.050
	5樓-12樓、15樓-23樓、25樓-30樓 5/F-12/F, 15/F-23/F, 25/F-30/F	A	1.382
		B	1.472
		C	0.997
		D	1.357
		E	1.347
		F	0.907
		G	0.937
		H	0.937
		J	0.937
		K	0.937
		L	0.937
		M	0.907
		N	1.357
		P	1.357
		Q	1.050
		R	1.050

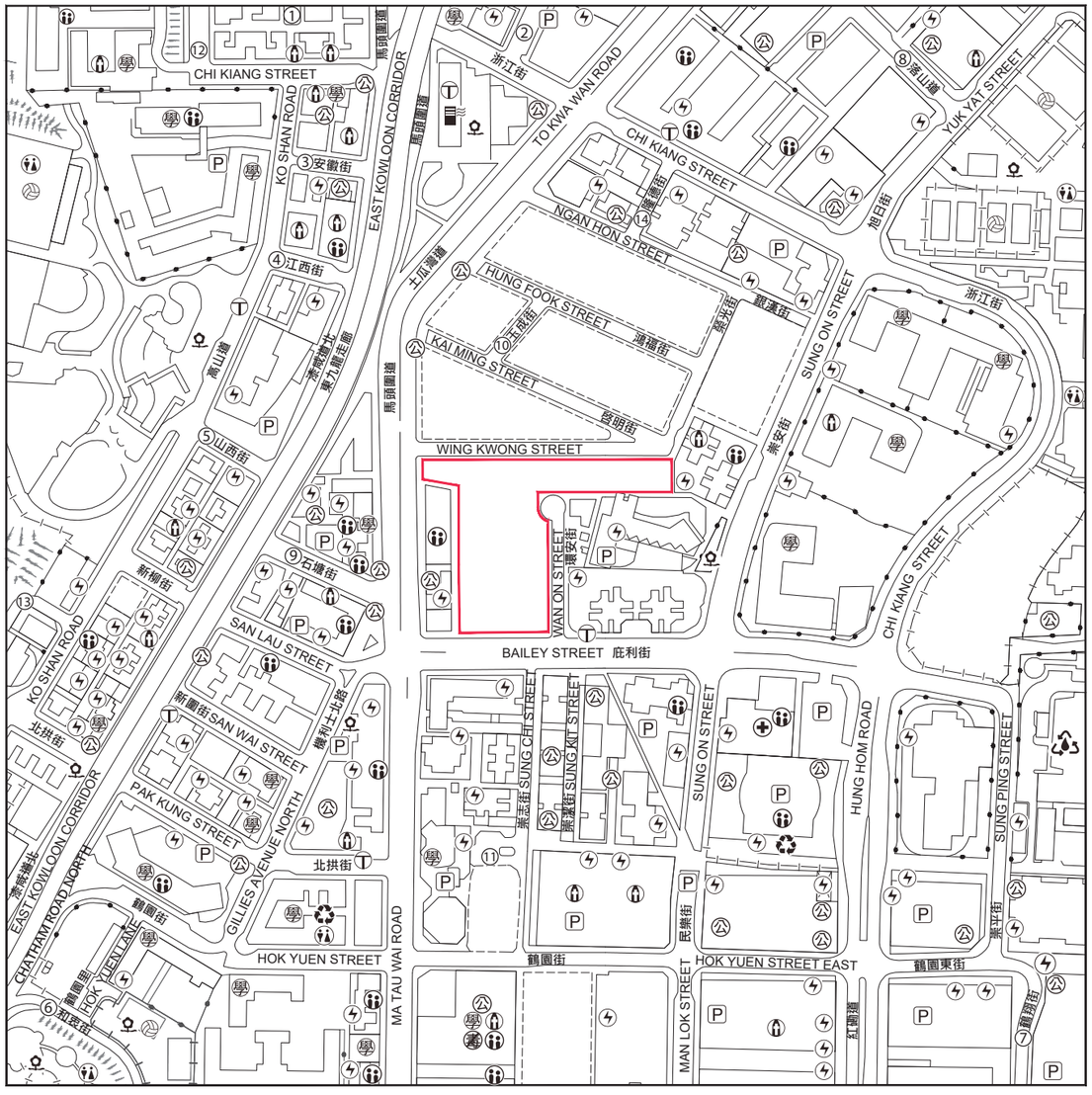
管理人

根據發展項目的公契的最新擬稿，偉邦物業管理有限公司將獲委任為發展項目（包括期數）的管理人。

Manager

Well Born Real Estate Management Limited will be appointed as the Manager of the Development (including the Phase) under the latest draft deed of mutual covenant in respect of the Development.

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



N

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

此所在位置圖摘錄自地政總署測繪處出版於 2026 年 9 月 27 日之數碼地形圖，圖幅編號為 T11-NE-C 及 T11-NW-D，並在有需要處經修正處理。
This location plan is adopted from part of the Digital Topographic Maps of Nos. T11-NE-C and T11-NW-D dated 27 September 2026, from Survey and Mapping Office of Lands Department. Adjustment is made where necessary.

圖例 NOTATION

- 發電廠 (包括電力分站) Power Plant (including Electricity Sub-stations)
- 公眾停車場 (包括貨車停泊處) Public Carpark (including Lorry Park)
- 公廁 Public Convenience
- 公用事業設施裝置 Public Utility Installation
- 宗教場所 (包括教堂、廟宇及祠堂) Religious Institution (including Church, Temple and Tsz Tong)
- 學校 (包括幼稚園) School (including Kindergarten)
- 社會福利設施 (包括老人中心及弱智人士護理院) Social Welfare Facilities (including Elderly Centre and Home for the Mentally Disabled)
- 公園 Public Park
- 體育設施（包括運動場及游泳池) Sports Facilities (including Sports Ground and Swimming Pool)
- 診療所 Clinic
- 污水處理廠及設施 Sewage Treatment Works and Facilities
- 公共交通總站(包括鐵路車站) Public Transport Terminal (including Rail Station)
- 垃圾收集站 Refuse Collection Point
- 戒毒院所 Addiction Treatment Centre
- 香港鐵路通風井 Ventilation Shaft for the Mass Transit Railway

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

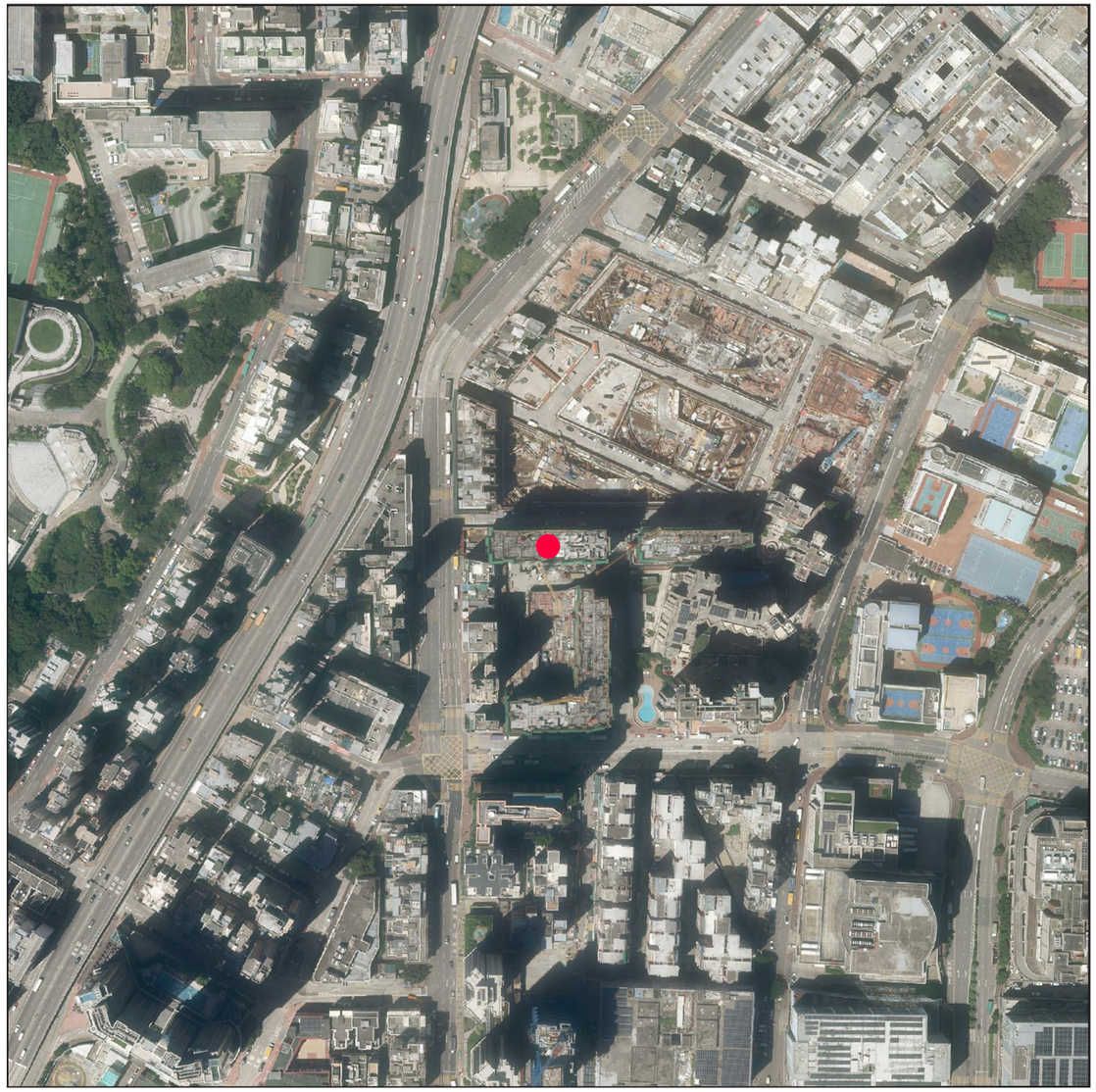
① 美善同道 Maidstone Road
② 下鄉道 Ha Heung Road
③ 安徽街 Anhui Street
④ 江西街 Kiang Hsi Street
⑤ 山西街 Shansi Street
⑥ 和衷街 Wo Chung Street
⑦ 鶴翔街 Hok Cheung Street
⑧ 落山道 Lok Shan Road
⑨ 石塘街 Shek Tong Street
⑩ 玉成街 Yuk Shing Street
⑪ 春田街 Chun Tin Street
⑫ 靠背壟道 Kau Pui Lung Road
⑬ 薈然徑 Wai Yin Path
⑭ 隆德街 Lung Tak Street

發展項目的位置
Location of the Development

比例：0M/米 250M/米
Scale :

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

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



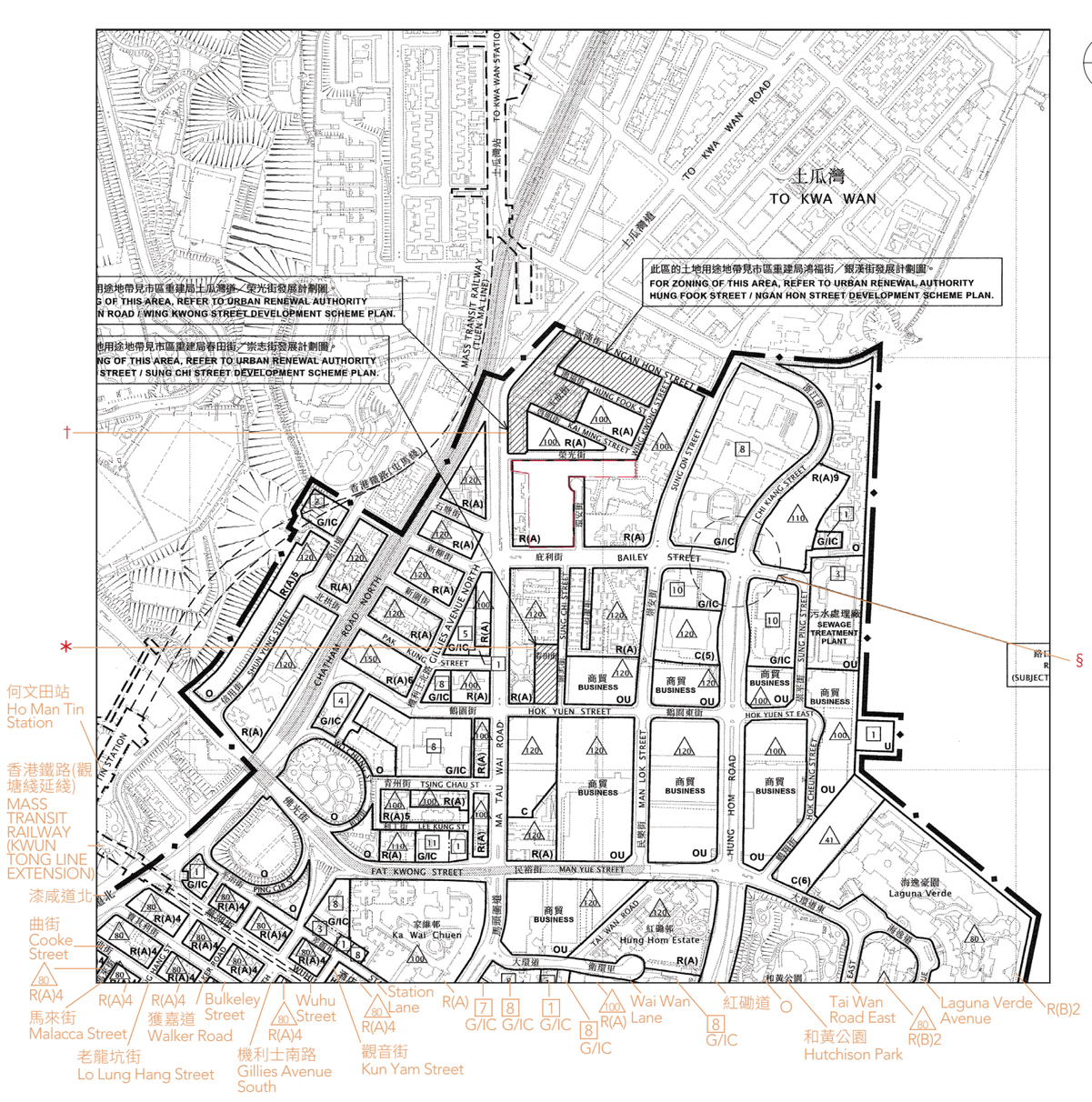
鳥瞰照片由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。
The Aerial Photograph is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.

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。
Survey and Mapping Office, Lands Department, The Government of HKSAR © Copyright reserved – reproduction by permission only.

摘錄自地政總署測繪處於2025年9月12日在6,900呎飛行高度拍攝之鳥瞰照片，編號為E259748C。
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. E259748C, dated 12 September 2025.

● 期數的位置
Location of the Phase

備註： 因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note : Due to technical reasons, this aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.



摘錄自 2026 年 5 月 22 日刊憲之紅磡 (九龍規劃區第 9 區) 分區計劃大綱核准圖，圖則編號為 S/K9/30，經修正處理。
Adopted from the Kowloon Planning Area No. 9 - Approved Hung Hom Outline Zoning Plan with Plan No. S/K9/30, gazetted on 22 May 2026, with adjustments where necessary.

圖例 NOTATION

地帶 ZONES

- C 商業 Commercial
- R(A) 住宅(甲類) Residential (Group A)
- R(B) 住宅(乙類) Residential (Group B)
- G/IC 政府、機構或社區 Government, Institution or Community
- O 休憩用地 Open Space
- OU 其他指定用途 Other Specified Uses
- U 未決定用途 Undetermined

其他 MISCELLANEOUS

- 規劃範圍界線 Boundary of Planning Scheme
- 建築物高度管制區界線 Building Height Control Zone Boundary
- 市區重建局發展計劃圖範圍 Urban Renewal Authority Development Scheme Plan Area
- 80 最高建築物高度(在主水平基準上若干米) Maximum Building Height (In metres above Principal Datum)
- 1 最高建築物高度(樓層數目) Maximum Building Height (In number of storeys)

交通 COMMUNICATIONS

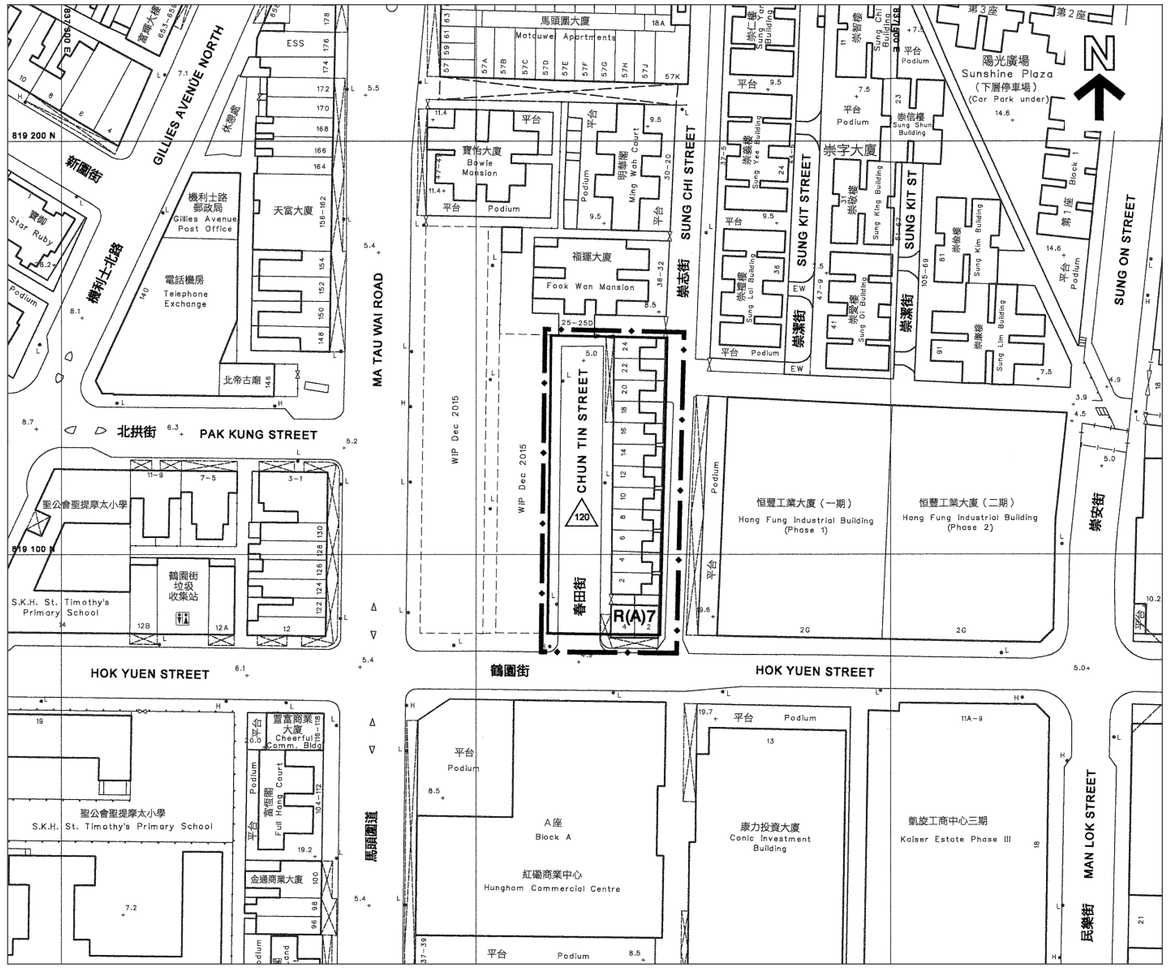
- 鐵路及車站 (地下) Railway and Station (Underground)
- 主要道路及路口 Major Road and Junction
- 高架道路 Elevated Road

✻ 此區的土地用途地帶見市區重建局春田街/崇志街發展計劃圖。
FOR ZONING OF THIS AREA, REFER TO URBAN RENEWAL AUTHORITY CHUN TIN STREET / SUNG CHI STREET DEVELOPMENT SCHEME PLAN.

† 此區的土地用途地帶見市區重建局土瓜灣道/榮光街發展計劃圖。
FOR ZONING OF THIS AREA, REFER TO URBAN RENEWAL AUTHORITY TO KWA WAN ROAD / WING KWONG STREET DEVELOPMENT SCHEME PLAN.

§ 路口（有待詳細設計）
ROAD JUNCTION (SUBJECT TO DETAILED DESIGN)

備註： 因技術性問題，此分區計劃大綱圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note : Due to technical reasons, this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.



比例：20 0 20 40 60 80
Scale : METRES 米

摘錄自 2017 年 11 月 10 日刊憲之市區重建局春田街 / 崇志街發展計劃核准圖，圖則編號為 S/K9/URA1/2。
Adopted from the approved Urban Renewal Authority Chun Tin Street / Sung Chi Street Development Scheme Plan with Plan No. S/K9/URA1/2 gazetted on 10 November 2017.

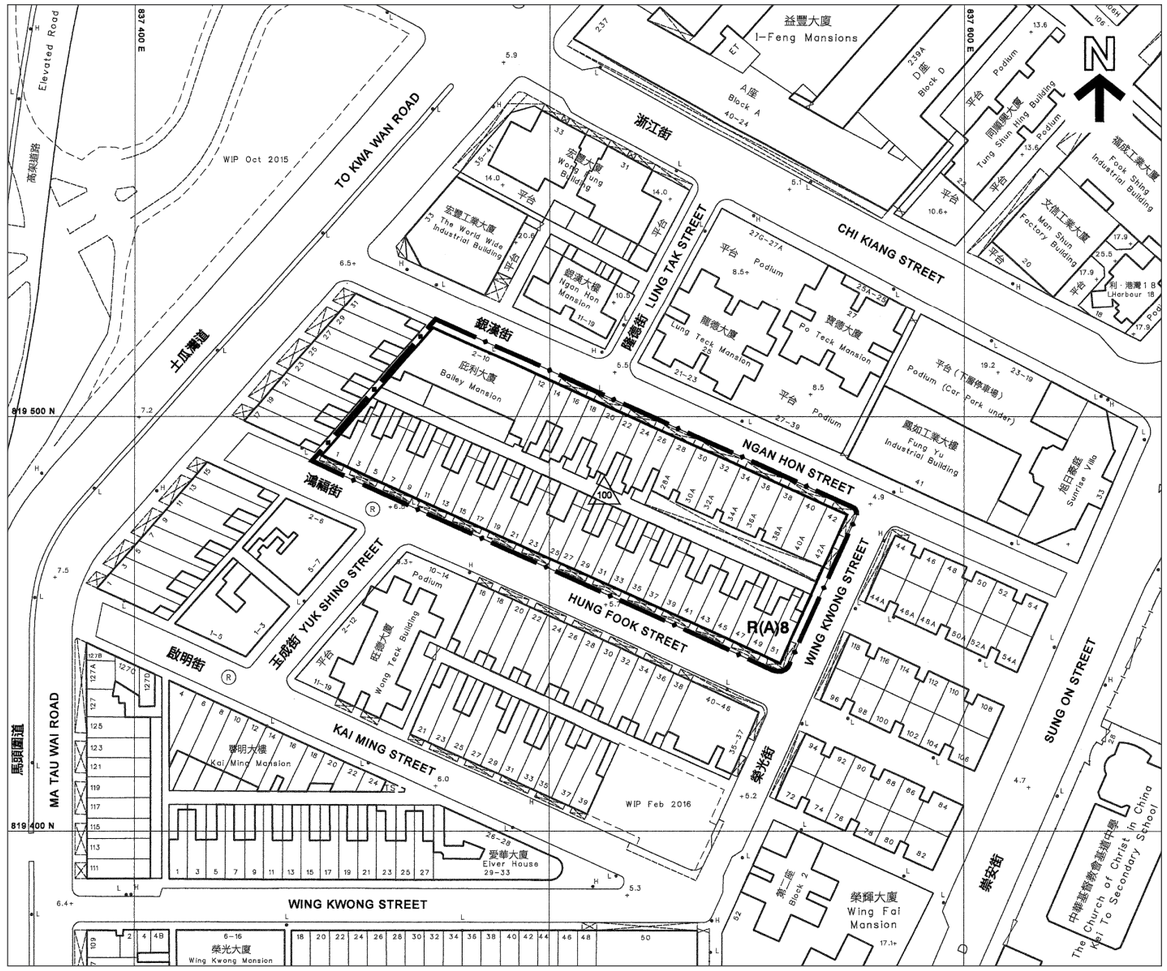
圖例 NOTATION

發展計劃範圍界線
Boundary of Development Scheme

R(A)7 住宅(甲類)7
Residential (Group A) 7

120 最高建築物高度(在主水平基準上若干米)
Maximum Building Height (In metres above Principal Datum)

備註： 因技術性問題，此發展計劃核准圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note : Due to technical reasons, this development scheme plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.



摘錄自 2017 年 11 月 10 日刊憲之市區重建局鴻福街 / 銀漢街發展計劃核准圖，圖則編號為 S/K9/URA2/2。
Adopted from the approved Urban Renewal Authority Hung Fook Street / Ngan Hon Street Development Scheme Plan with Plan No. S/K9/URA2/2 gazetted on 10 November 2017.

圖例 NOTATION

發展計劃範圍界線
Boundary of Development Scheme

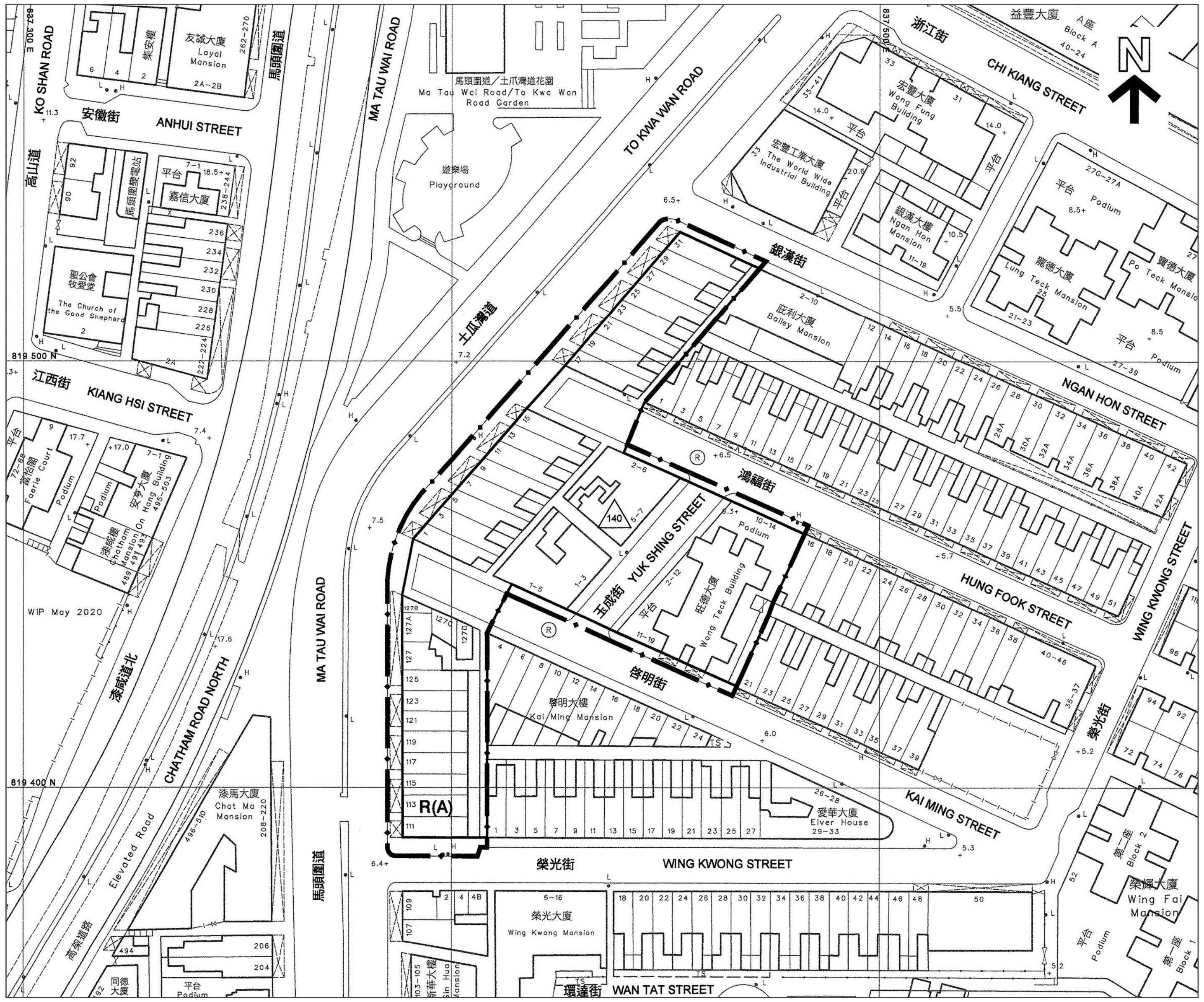
R(A)8 住宅(甲類)8
Residential (Group A) 8

100 最高建築物高度(在主水平基準上若干米)
Maximum Building Height (In metres above Principal Datum)

比例：20 0 20 40 60 80
Scale : METRES 米

備註： 因技術性問題，此發展計劃核准圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note : Due to technical reasons, this development scheme plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

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



摘錄自 2022 年 6 月 10 日刊憲之市區重建局土瓜灣道 / 榮光街發展計劃核准圖，圖則編號為 S/K9/URA3/2。

Adopted from the approved Urban Renewal Authority To Kwa Wan Road / Wing Kwong Street Development Scheme Plan with Plan No. S/K9/URA3/2 gazetted on 10 June 2022.

圖例 NOTATION

- 發展計劃範圍界線
  Boundary of Development Scheme
- R(A) 住宅(甲類)
  Residential (Group A)
- 主要道路及路口
  Major Road and Junction
- 140 最高建築物高度(在主水平基準上若干米)
  Maximum Building Height (In metres above Principal Datum)

比例： 20 0 20 40 60 80 METRES 米
Scale :

備註： 因技術性問題，此發展計劃核准圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note : Due to technical reasons, this development scheme plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

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



N

摘錄自 2026 年 7 月 10 日刊憲之何文田 (九龍規劃區第 6 及 7 區) 分區計劃大綱核准圖，圖則編號為 S/K7/26，經修正處理。

Adopted from the Kowloon Planning Areas No. 6 & 7 - Approved Ho Man Tin Outline Zoning Plan with Plan No. S/K7/26, gazetted on 10 July 2026, with adjustments where necessary.

圖例 NOTATION

地帶 ZONES

- R(A) 住宅(甲類) Residential (Group A)
- G/IC 政府、機構或社區 Government, Institution or Community
- O 休憩用地 Open Space
- GB 綠化地帶 Green Belt

其他 MISCELLANEOUS

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

交通 COMMUNICATIONS

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

✻ 行政長官會同行政會議於2016年1月5日根據道路(工程、使用及補償)條例 (第370章) 批准的中九龍幹線有關方案所述的道路顯示在這份圖則上，只供參考之用。

THE ROAD AS DESCRIBED IN THE ROAD SCHEME FOR THE CENTRAL KOWLOON ROUTE AUTHORIZED BY THE CHIEF EXECUTIVE IN COUNCIL UNDER THE ROADS (WORKS, USE AND COMPENSATION) ORDINANCE (CHAPTER 370) ON 5.1.2016 IS SHOWN ON THIS PLAN FOR INFORMATION ONLY.

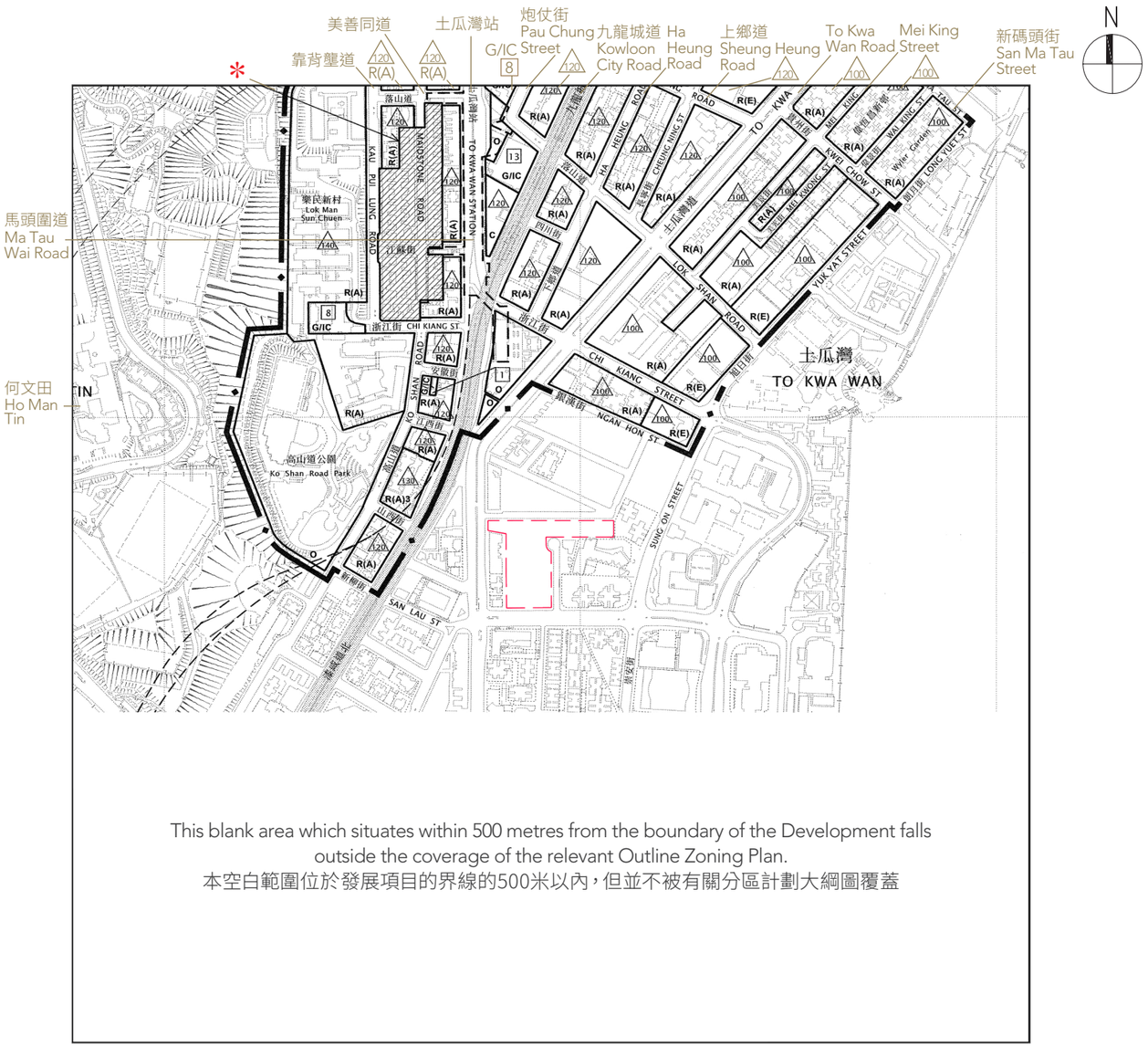
發展項目的位置
Location of the Development

比例： 0M/米 — 500M/米
Scale :

備註： 因技術性問題，此分區計劃大綱圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。

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

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



This blank area which situates within 500 metres from the boundary of the Development falls outside the coverage of the relevant Outline Zoning Plan.
本空白範圍位於發展項目的界線的500米以內，但並不被有關分區計劃大綱圖覆蓋

摘錄自 2026 年 9 月 18 日刊憲之馬頭角 (九龍規劃區第 10 區) 分區計劃大綱核准圖，圖則編號為 S/K10/32，經修正處理。

Adopted from the approved Ma Tau Kok (Kowloon Planning Area No. 10) Outline Zoning Plan with Plan No. S/K10/32, gazetted on 18 September 2026, with adjustments where necessary.

圖例 NOTATION

地帶 ZONES

- C 商業 Commercial
- R(A) 住宅(甲類) Residential (Group A)
- R(E) 住宅(戊類) Residential (Group E)
- G/IC 政府、機構或社區 Government, Institution or Community
- O 休憩用地 Open Space

其他 MISCELLANEOUS

- 規劃範圍界線 Boundary of Planning Scheme
- 市局重建局發展計劃圖範圍 Urban Renewal Authority Development Scheme Plan Area
- 100 最高建築物高度(在主水平基準上若干米) Maximum Building Height (In metres above Principal Datum)
- 8 最高建築物高度(樓層數目) Maximum Building Height (In number of storeys)

交通 COMMUNICATIONS

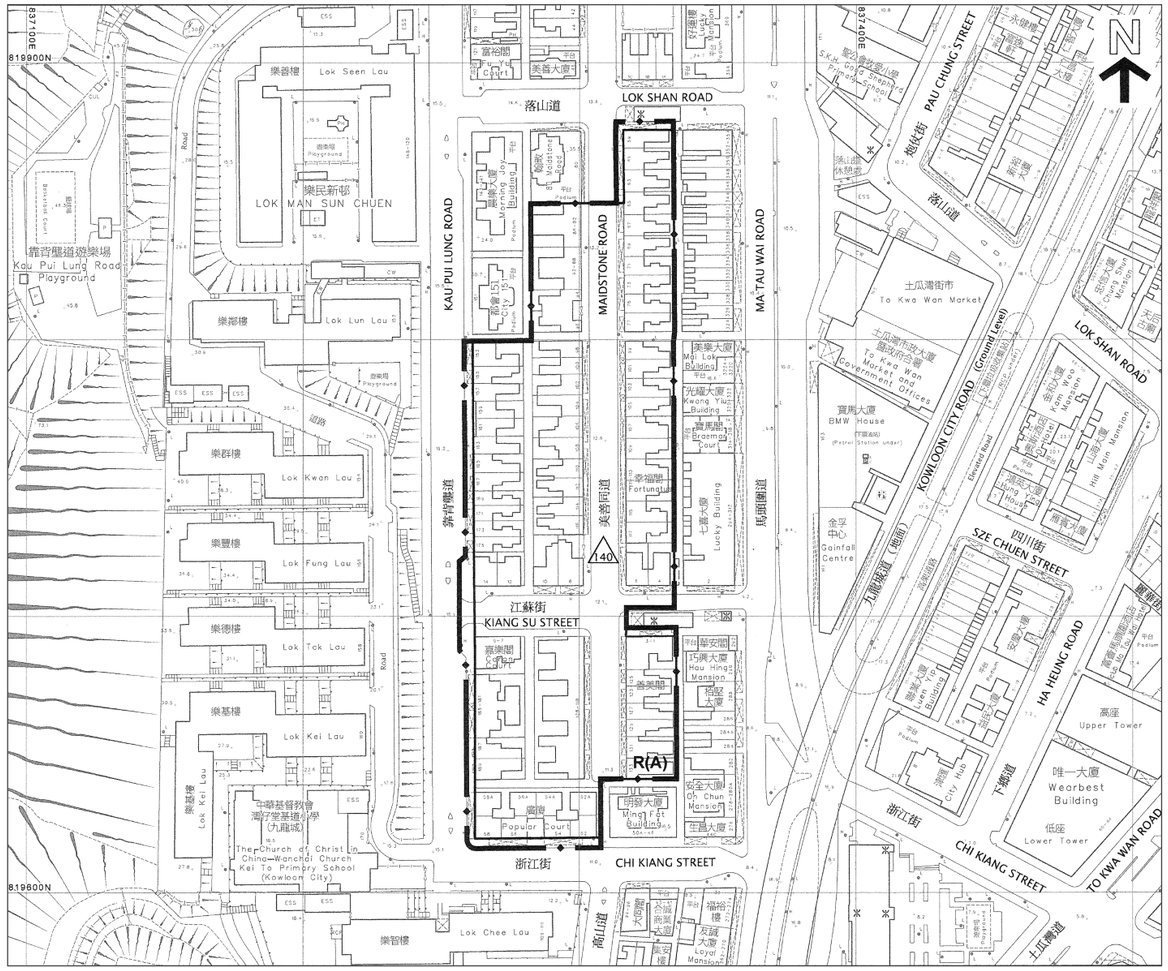
- 車站 STATION 鐵路及車站 (地下) Railway and Station (Underground)
- 主要道路及路口 Major Road and Junction
- 高架道路 Elevated Road

✻ 此區的土地用途地帶見市區重建局靠背壟道/浙江街發展計劃圖。
FOR ZONING OF THIS AREA, REFER TO URBAN RENEWAL AUTHORITY KAU PUI LUNG ROAD /CHI KIANG STREET DEVELOPMENT SCHEME PLAN.

發展項目的位置
Location of the Development

比例： 0M/米 500M/米
Scale :

備註： 因技術性問題，此分區計劃大綱圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note: Due to technical reasons, this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.



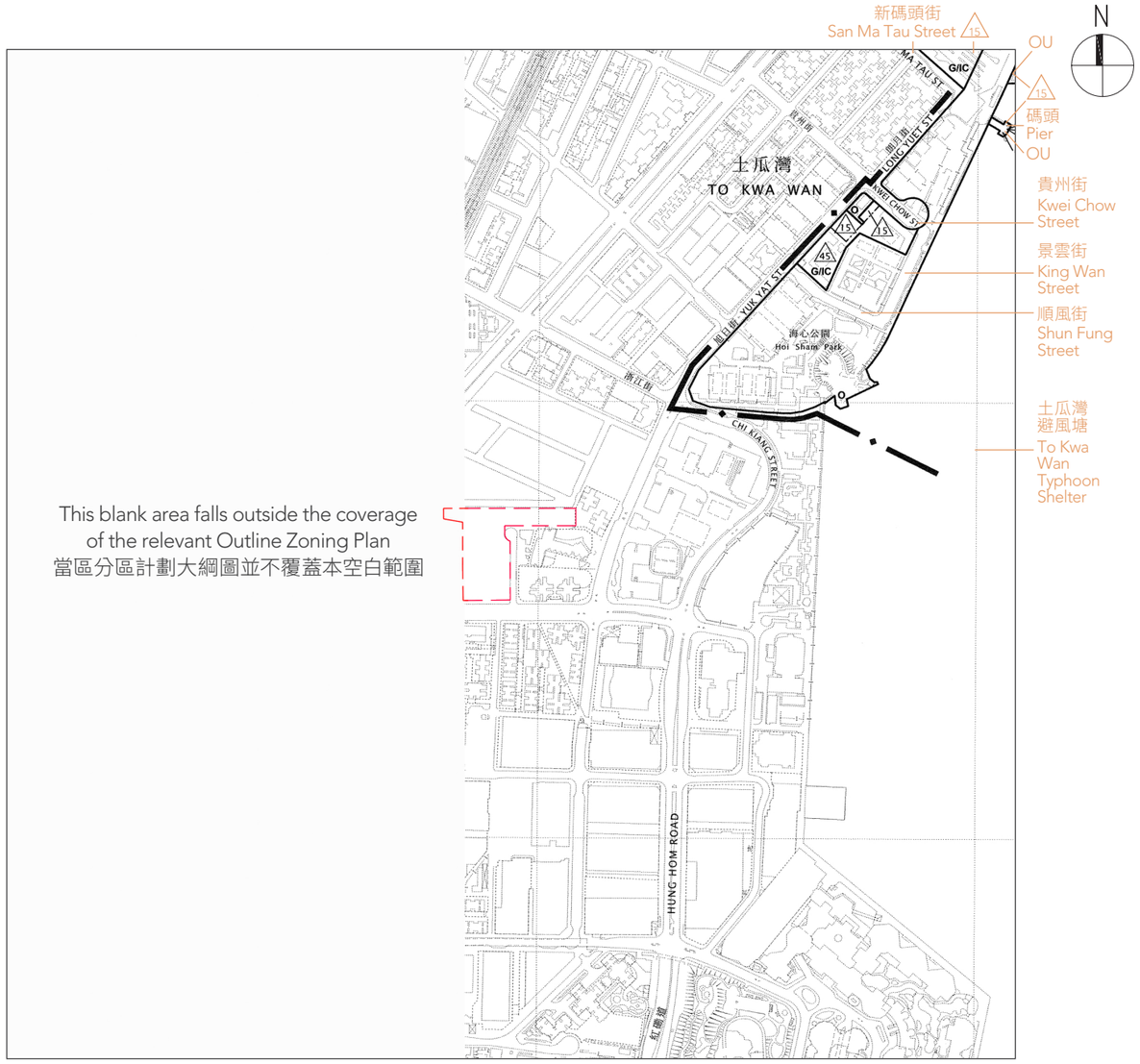
摘錄自 2024 年 2 月 23 日刊憲之市區重建局靠背壟道 / 浙江街發展計劃核准圖，圖則編號為 S/K10/URA2/2。
Adopted from the approved Urban Renewal Authority Kau Pui Lung Road / Chi Kiang Street Development Scheme Plan with Plan No. S/K10/URA2/2 gazetted on 23 February 2024.

圖例 NOTATION

- 發展計劃範圍界線 Boundary of Development Scheme
- R(A) 住宅(甲類) Residential (Group A)
- 主要道路及路口 Major Road and Junction
- 140 最高建築物高度(在主水平基準上若干米) Maximum Building Height (In metres above Principal Datum)

比例： 30 0 30 60 90 120 METRES 米
Scale :

備註： 因技術性問題，此發展計劃核准圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note : Due to technical reasons, this development scheme plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.



摘錄自 2026 年 7 月 17 日刊憲之啟德 (九龍規劃區第 22 區) 分區計劃大綱草圖，圖則編號為 S/K22/9，經修正處理。
Adopted from the Kowloon Planning Area No. 22 - Draft Kai Tak Outline Zoning Plan with Plan No. S/K22/9, gazetted on 17 July 2026, with adjustments where necessary.

圖例 NOTATION

地帶 ZONES

- G/IC 政府、機構或社區 Government, Institution or Community
- O 休憩用地 Open Space
- OU 其他指定用途 Other Specified Uses

其他 MISCELLANEOUS

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

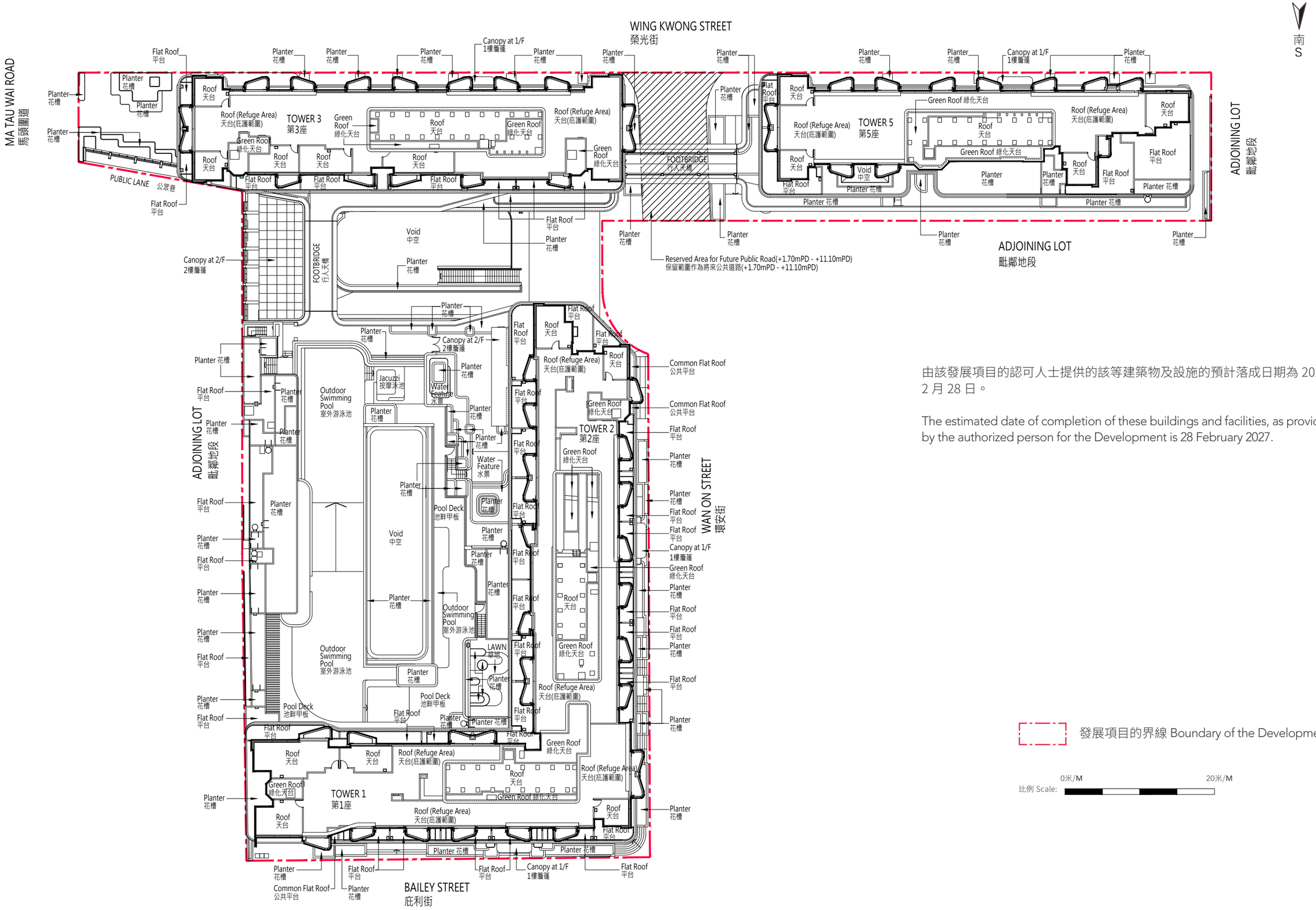
交通 COMMUNICATIONS

- 主要道路及路口 Major Road and Junction

發展項目的位置
Location of the Development

比例： 0M/米 500M/米
Scale :

備註： 因技術性問題，此分區計劃大綱圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。
Note: Due to technical reasons, this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.



由該發展項目的認可人士提供的該等建築物及設施的預計落成日期為 2027 年 2 月 28 日。

The estimated date of completion of these buildings and facilities, as provided by the authorized person for the Development is 28 February 2027.

發展項目的界線 Boundary of the Development

比例 Scale: 0米/M 20米/M

在本頁上之備註和圖例適用於全部的「期數的住宅物業的樓面平面圖」頁數。
The remarks and legends on this page apply to all pages of "Floor plans of residential properties in the Phase".

樓面平面圖中使用名詞及簡稱的圖例
Legend of Terms and Abbreviations used on Floor Plans

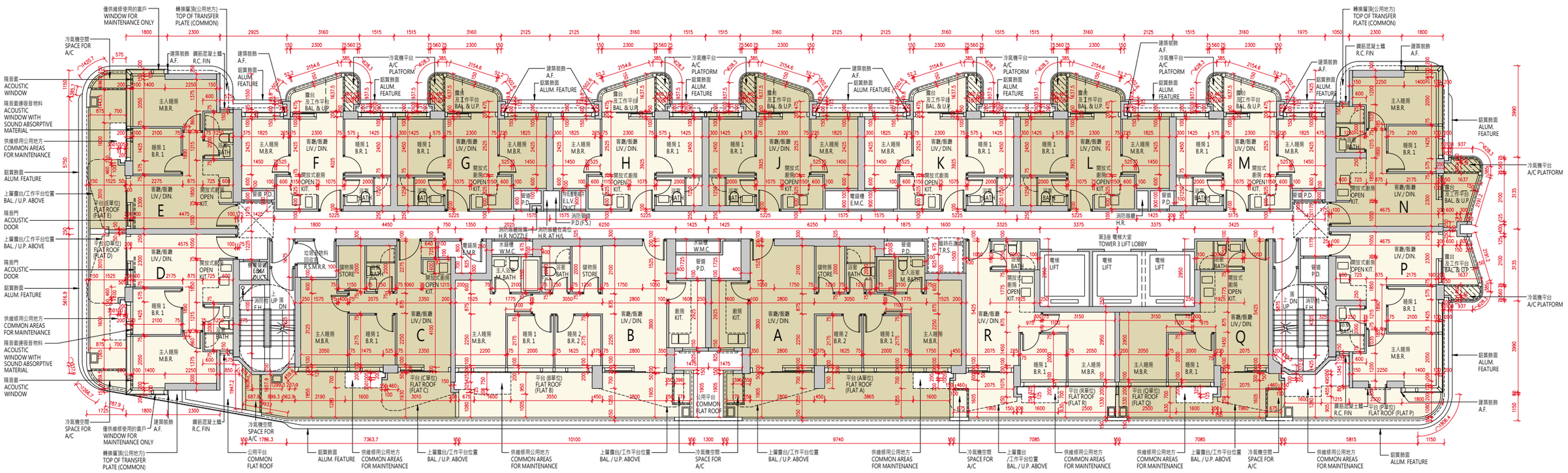
ALUM. FEATURE = Aluminium Feature 鋁質飾面
A/C PLATFORM = Air-conditioner Platform 冷氣機平台
A/C = Air-conditioning Unit 冷氣機
A.F. = Architectural Feature 建築裝飾
BAL. = Balcony 露台
BATH = Bathroom 浴室
B.R. = Bedroom 睡房
DN = Down 落
E.L.V. DUCT = Extra Low Voltage Duct 特低壓電線井
E.M.C. = Electric Meter Cabinet 電錶櫃
E.M.R. = Electric Meter Room 電錶房
E&M DUCT = Electric and Mechanical Duct 機電管道
F.H. = Fire Hydrant 消防栓
P.D. (F.S.) = Fire Services Pipe Duct 消防管道
H.R. = Hose Reel 消防喉轆
H/L = High Level 高位
KIT. = Kitchen 廚房
LIV./DIN. = Living Room / Dining Room 客廳/飯廳
M. BATH = Master Bathroom 主人浴室
M.B.R. = Master Bedroom 主人睡房
OPEN KIT. = Open Kitchen 開放式廚房
POTABLE WATER PUMP RM. = Portable Water Pump Room 食水泵房
P.D. = Pipe Duct 管道
R.C. = Reinforced Concrete 鋼筋混凝土
R.S.M.R.R. = Refuse Storage and Material Recovery Room 垃圾及物料回收室
STORE = Store Room 儲物房
T.R.S. = Temporary Refuge Space 臨時庇護處
U.P. = Utility Platform 工作平台
W.M.C. = Water Meter Cabinet 水錶櫃

備註：
1. 部分住宅物業的露台、工作平台、平台、天台或外牆或設有外露之公用喉管，或裝飾板內藏之公用喉管。
2. 部分住宅物業內之部分天花或有跌級樓板，用以安裝上層之機電設備或配合上層之結構、建築及/或裝修設計上的需要。
3. 部分住宅物業內或設有天花假陣或假天花用以安裝冷氣喉管及/或其他機電設備。
4. 樓面平面圖所列之數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
5. 各住宅物業的樓面平面圖內所展示之裝置及設備的圖標如浴缸、洗手盆、座廁、淋浴間、洗滌盆、櫃(如有)等乃根據最新經核准的建築圖則擬備，其形狀、尺寸、比例或與實際提供的裝置及設備存在差異，僅供示意及參考之用。

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

3樓樓面平面圖
3/F Floor Plan

南 S



比例： 0 米/M 5 米/M
Scale:

備註： 1. 樓面平面圖所列的數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
2. 平台空白位置為供維修大廈設備使用的公用地方。

Notes: 1. The dimensions in floor plans are all structural dimensions in millimeter and rounded off to the nearest integer.
2. Blank areas on the flat roof are common areas for building facility maintenance.

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

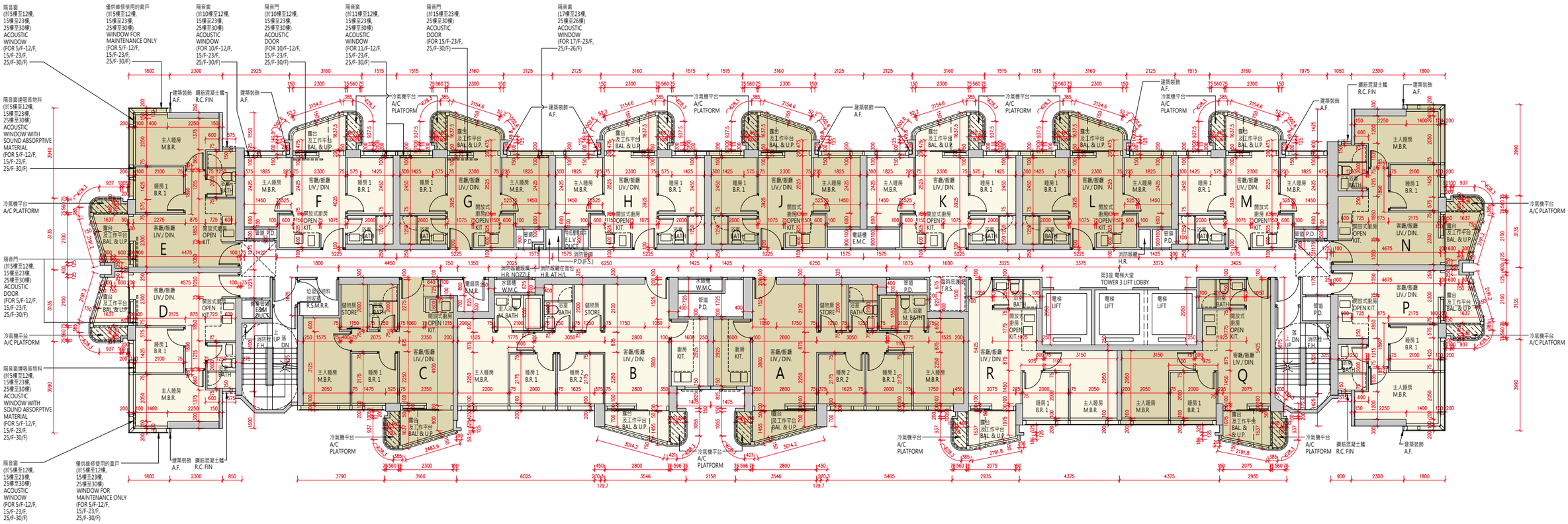
每個住宅物業 Each Residential Property	樓層 Floor	第 3 座 Tower 3															
		單位 Flat															
		A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R
層與層之間的高度（毫米） Floor-to-Floor Height (mm)	3 樓 3/F	2950, 3200, 3250	2950, 3200, 3250	2950, 3200, 3250	3200, 3250	3200, 3250	3200, 3250	3200, 3250	2900, 3200, 3250	2900, 3200, 3250	2900, 3200, 3250	2900, 3200, 3250	3200, 3250	2950, 3200, 3250	3200, 3250	2850, 2900, 3200, 3250	2850, 2900, 3200, 3250
樓板（不包括灰泥）的厚度（毫米） Thickness of Floor Slab (excluding plaster) (mm)		125, 150	125, 150	150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	150	150

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

請參閱本售樓說明書第25頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。
Please refer to page 25 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

5樓-12樓、15樓-23樓、25樓-30樓樓面平面圖
5/F-12/F, 15/F-23/F, 25/F-30/F Floor Plan

南 S



比例： 0 米/M 5 米/M
Scale:

備註： 樓面平面圖所列的數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。

Note: The dimensions in floor plans are all structural dimensions in millimeter and rounded off to the nearest integer.

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

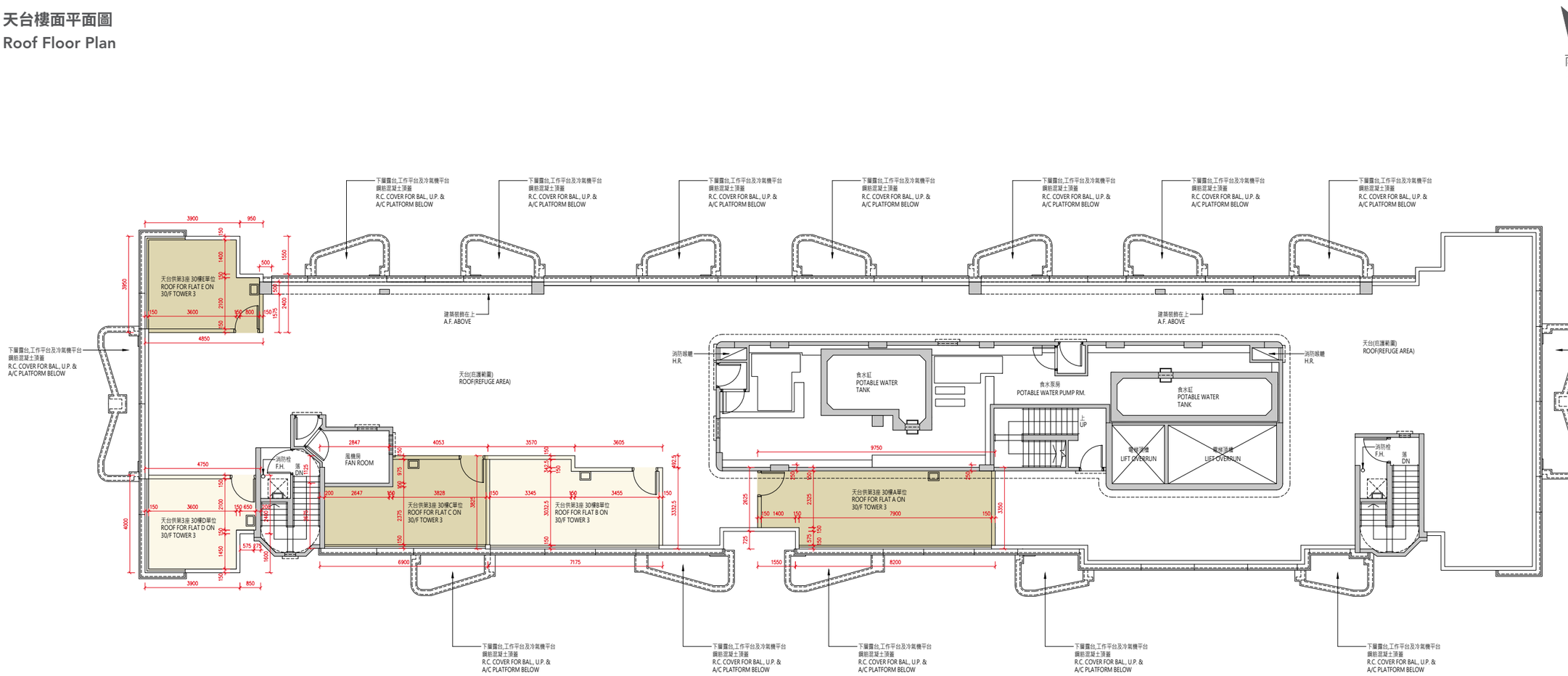
每個住宅物業 Each Residential Property	樓層 Floor	第 3 座 Tower 3															
		單位 Flat															
		A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R
層與層之間的高度（毫米） Floor-to-Floor Height (mm)	5 樓 -12 樓、15 樓 -23 樓、25 樓 -29 樓	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250
樓板（不包括灰泥）的厚度（毫米） Thickness of Floor Slab (excluding plaster) (mm)	5/F-12/F, 15/F-23/F, 25/F-29/F	125, 150	125, 150	150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	125, 150	150	150

每個住宅物業 Each Residential Property	樓層 Floor	第 3 座 Tower 3															
		單位 Flat															
		A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R
層與層之間的高度（毫米） Floor-to-Floor Height (mm)	30 樓 30/F	3250	3250	2900, 3250	3025, 3250	3025, 3250	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250	3250
樓板（不包括灰泥）的厚度（毫米） Thickness of Floor Slab (excluding plaster) (mm)		200	200	200	200, 350	200, 350	200	200	200	200	200	200	200	200	200	200	200

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

請參閱本售樓說明書第25頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。
Please refer to page 25 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

天台樓面平面圖
Roof Floor Plan



備註： 樓面平面圖所列的數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。

Note: The dimensions in floor plans are all structural dimensions in millimeter and rounded off to the nearest integer.

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

每個住宅物業 Each Residential Property	樓層 Floor	第 3 座 Tower 3				
		單位 Flat				
		A	B	C	D	E
層與層之間的高度（毫米） Floor-to-Floor Height (mm)	天台 Roof	不適用 Not Applicable				
樓板（不包括灰泥）的厚度（毫米） Thickness of Floor Slab (excluding plaster) (mm)						

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

請參閱本售樓說明書第25頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。
Please refer to page 25 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3座 Tower 3	3樓 3/F	A	57.820 (622) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	17.555 (189)	-	-	-	-	-	-
		B	57.917 (623) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	17.350 (187)	-	-	-	-	-	-
		C	36.675 (395) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	16.322 (176)	-	-	-	-	-	-
		D	33.220 (358) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	9.053 (97)	-	-	-	-	-	-
		E	32.773 (353) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	9.224 (99)	-	-	-	-	-	-
		F	31.631 (340) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		G	31.502 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		H	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		J	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		K	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		L	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		M	31.757 (342) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		N	37.041 (399) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		P	37.206 (400) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	7.656 (82)	-	-	-	-	-	-
		Q	32.672 (352) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	9.734 (105)	-	-	-	-	-	-
		R	31.904 (343) 露台 Balcony: - 工作平台 Utility Platform: -				9.734 (105)						

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

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

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

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

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3座 Tower 3	5樓-12樓、15樓-23樓、25樓-29樓 5/F-12/F, 15/F-23/F, 25/F-29/F	A	61.320 (660) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	61.417 (661) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	40.175 (432) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		D	36.720 (395) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	36.273 (390) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		F	31.631 (340) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		G	31.502 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		H	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		J	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		K	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		L	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		M	31.757 (342) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		N	37.041 (399) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		P	37.206 (400) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		Q	36.172 (389) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		R	35.404 (381) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-

實用面積以及露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
The saleable area and the floor area of balconies, utility platforms and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

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

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

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

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Flat		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3座 Tower 3	30樓 30/F	A	61.320 (660) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	27.699 (298)	-	-	-
		B	61.417 (661) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	22.723 (245)	-	-	-
		C	40.175 (432) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	20.041 (216)	-	-	-
		D	36.720 (395) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	15.000 (161)	-	-	-
		E	36.273 (390) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	15.135 (163)	-	-	-
		F	31.631 (340) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		G	31.502 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		H	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		J	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		K	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		L	31.503 (339) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		M	31.757 (342) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		N	37.041 (399) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		P	37.206 (400) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		Q	36.172 (389) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		R	35.404 (381) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-

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

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

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

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

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

不適用。

Not applicable.

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

1. 買方在簽署臨時買賣合約 (「該臨時合約」)時須支付款額為 5%的臨時訂金。

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

3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約 —

   i. 該臨時合約即告終止;

   ii. 有關的臨時訂金即予沒收; 及

   iii. 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

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

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

3. If the purchaser fails to execute agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement -

   i. that preliminary agreement is terminated;
   ii. the preliminary deposit is forfeited; and
   iii. the owner does not have any further claim against the purchaser for the failure.

(a) 期數的公用部分

(i) **「公用地方」**指發展項目公用地方、住宅停車場公用地方及住宅公用地方。

(ii) **「公用設施」**指發展項目公用設施、住宅停車場公用設施及住宅公用設施。

(iii) **「發展項目公用地方」**指整個該地段及發展項目中沒有特別轉讓給或供個別業主獨家使用的，並設計或擬供業主公用及共享之部分(但不包括構成單位、住宅停車場公用地方或住宅公用地方的部分)，包括但不限於：-

(I) 該地段內之斜坡及擋土結構之部分(如有)；

(II) 消防升降機大堂及通往所需樓梯的防護門廊、車道、加壓風機房、排氣風機房及管道、垃圾收集車停車位、總錶房、高電壓電線立管房、花灑控制閥房、業主委員會辦公室、通風管道、設備運輸通道區域、特低電壓房及管道、管道槽、水錶櫃、各類建築服務之泵房及缸房(不包括構成住宅停車場公用地方或住宅公用地方的部分)、垃圾儲存及物料回收室、電房及管道、電錶房、頂層天台(平台)、電訊及廣播房、沖廁水錶房、水錶房、自動讀錶房、新鮮空氣管槽、消防控制室及管槽、緊急發電機房、消防喉轆空間、變壓器房、煤氣房、低壓開關房、樓梯加壓房及管槽、大堂加壓管槽、排氣管道、樓梯、升降機大堂、混凝土填充、加壓大堂及樓梯之排煙系統、電纜管道房、風道、電錶櫃、消防喉轆噴嘴及部分保養和維修通道；

(III) 停車資訊系統區域；

(IV) 發展項目的外牆(不包括構成住宅公用地方或非住宅地方 一部分之外牆)；

以及該地段及發展項目內設計或擬供業主公用及共享而非特別轉讓給或供個別業主獨家使用的《建築物管理條例》(第 344 章)附表 1 所指明的所有其他公用部分(如有)(不屬於單位、住宅停車場公用地方或住宅公用地方的部分)。發展項目公用地方在公契附錄的圖則(經認可人士核證為準確)上為識別目的以黃色顯示。

(iv) **「發展項目公用設施」**指：

(I) 該等變壓器房設施(定義見下文)、電纜管道、有蓋明渠、排水渠、管道、溝渠、集水泵、集水溝氣隔、隔油池、有蓋沙井、有蓋集水坑、井(如有)、污水渠、電線及電纜、轉台、裝卸升降台、水缸、天線廣播分導設施、電訊網絡設施、地下電纜管槽、電纜引線井、吊船系統、為發展項目公用地方服務之機電裝置及目前或任何時候在該地段內、下、上或穿過該地段及發展項目將水、污水、煤氣、電力和任何其他服務提供給該地段及發展項目或其任何一個或多個部分的其他服務設施(不論以管道或其他方式)；

(II) 發展項目內供該地段及發展項目使用及享用而非供個別單位使用或享用的照明設施，包括燈柱及外牆照明；

(III) 發展項目內供該地段及發展項目使用及享用而非供個別單位使用或享用的防火及滅火裝置及設備；

(IV) 保安系統裝置及設備；

(V) 升降機裝置及設備；

(VI) 設施、裝置及設備；

以及供該地段及發展項目公用及共享而非供個別單位獨家使用或享用的其他設施及系統。

為免存疑，「發展項目公用設施」一詞並不包括構成住宅停車場公用設施或住宅公用設施一部分的設施、設備及其他類似的構築物。

(v) **「住宅停車場公用地方」**指該地段及發展項目內設計或擬供住宅停車位業主公用及共享而非特別轉讓給或供個別住宅停車位業主獨家使用的該地段及發展項目的該等部分(不包括在建築事務監督批准的停車場佈局圖上顯示和劃定的該等停車位)以及《建築物管理條例》(第 344 章)附表 1 所指明的所有其他公用部分(如有)(不包括構成單位，住宅公用地方或發展項目公用地方的一部分)，包括但不限於消防升降機大堂及通往所需樓梯的防護門廊、迴旋處和機動空間、電錶房、大堂加壓管槽、樓梯加壓管槽、坡道、風道、樓梯、大堂及車道。住宅停車場公用地方在公契附錄的圖則(經認可人士核證為準確)上為識別目的以靛藍色顯示。

(vi) **「住宅停車場公用設施」**指供住宅停車位的業主公用及共享的該等設施和設備，而非發展項目其他部分及並非供個別住宅停車位獨家使用及享用的該等設施和設備，包括但不限於機電裝置、設備及機器、吊閘、機械通風系統及保安系統(但不包括住宅公用設施及發展項目公用設施)。

(vii) **「住宅公用地方」**指該地段及發展項目內設計或擬供發展項目住宅單位的業主公用及共享而非特別轉讓給或供個別住宅單位的業主獨家使用之部分(不包括構成單位、住宅停車場公用地方或發展項目公用地方的部分)，包括但不限於：-

(I) 康樂區；

(II) 訪客停車位；

(III) 根據政府批地文件特別條款第(30)(a)(i)條提供之上落貨停車位；

(IV) 根據政府批地文件特別條款第(29)(c)(i)條於訪客停車位中提供之一個供殘疾人士停泊車輛的停車位(「**住宅殘疾人士停車位**」)；

(V) 消防升降機大堂及通往所需樓梯的防護門廊、隔音艙、入口大堂、升降機大堂、升降機底坑、升降機井、升降機緩衝、信箱、樓梯、轉換層、護牆、臨時避難空間、平台、天台、電錶房及櫃、水錶櫃、垃圾儲存及物料回收房、建築裝飾、露台頂部、庇護層、電氣糟、管道槽房及管道槽、消防喉轆空間、升降機機房、頂層天台、花槽、草坪、園景區、特低電壓房及管道槽、各類建築服務之泵房及缸房(不包括構成單位、住宅停車場公用地方或發展項目公用地方的部分)、風機房、電訊及廣播房、食水及沖廁水加壓設備房、管理員櫃檯、管理處辦公室(包括無障礙洗手間)、管理員宿舍、低電壓開關房 、煤氣房、有蓋園景區、電纜管槽、公用地方維修區 、露台鋼筋混凝土頂部、工作平台及空調機平台置下、轉換層頂部、水景、行人天橋、室外游泳池、池畔平台、按摩池、緊急發電機房及部分保養和維修通道；

(VI) 部分外牆，即於地面層及以上的部分(於公契附錄的立面圖(經認可人士核證為準確)上為識別目的以綠色顯示)；

(VII) 僅服務或支撐住宅單位(或任何或部分住宅單位)的發展項目結構或承重元件及附於該結構或承重元件的發展項目外部裝修物料；及

(VIII) 部分綠化區(於公契附錄的圖則(經認可人士核證為準確)上為識別目的以靛藍色虛線及綠色加黑點及綠色加黑點及黑交叉線標示)

以及該地段及發展項目內設計或擬供住宅單位業主公用及共享而非特別轉讓給或供個別住宅單位的業主獨家使用的《建築物管理條例》(第344章)附表 1 所指明的所有其他公用部分(如有)。住宅公用地方在公契附錄的圖則(經認可人士核證為準確)上為識別目的以靛藍虛線及/或綠色、綠色加黑點、綠色加黑交叉線及綠色加黑點及黑交叉線顯示。

(viii) **「住宅公用設施」**指供住宅單位的業主公用及共享而非供個別住宅單位獨家使用及享用的該等設施和輔助設備，包括但不限於訪客停車位電動車設施、住宅殘疾人士停車位電動車設施、康樂設施、水箱、水泵、排水渠、管道、溝渠、污水渠、防火及滅火系統、電線及電纜、電力設備、空調或機械通風裝置、照明、保安系統、煤氣管道、空調系統、電訊網絡設施、升降機、扶手電梯及供住宅單位使用及享用的衛生設備和裝置，但不包括住宅停車場公用設施及發展項目公用設施。

(b) 分配予期數中的每個住宅物業的不分割份數的數目

座數	第3座		
樓層* / 單位	3樓	5樓-29樓	30樓
A	595	613	640
B	596	614	636
C	382	401	421
D	341	367	382
E	336	362	377
F	316	316	316
G	315	315	315
H	315	315	315
J	315	315	315
K	315	315	315
L	315	315	315
M	317	317	317
N	370	370	370
P	379	372	372
Q	335	361	361
R	328	354	354

*註: 第3座不設4/F、13/F、14/F及24/F、I單位及O單位。

(c) 有關期數的管理人的委任年期:

受制於《建築物管理條例》(第344章)，管理公司作為該地段及發展項目(包括期數)的管理人的委任，首屆任期由公契的日期起計兩(2)年，其後繼續任職至根據公契的規定終止委任。

(d) 管理開支按甚麼基準在期數中的住宅物業的擁有人之間分擔:

每個單位的業主應按公契第二附表列明管理份數之比例每月提前向管理人支付管理費，但是任何業主無須支付超過他的適當份額的管理費用，如下所述：

(i) 如果任何開支涉及或有利於該地段及發展項目(但並非僅涉及或僅有利於任何單位、住宅公用地方、住宅停車場公用地方、住宅公用設施及/或住宅停車場公用設施)、發展項目公用地方及/或發展項目公用設施，該等開支的全部金額應在發展項目的所有業主之間按他們持有的管理份數數目之比例進行分攤；

(ii) 如果任何開支僅涉及或僅有利於住宅單位(但並非僅涉及或僅有利於任何個別住宅單位)、住宅公用地方及/或住宅公用設施，該等開支的全部金額應在住宅單位的業主之間按他們持有的管理份數數目之比例進行分攤；

(iii) 如果任何開支僅涉及或僅有利於住宅停車位(但並非僅涉及或僅有利於任何個別住宅停車位)、住宅停車場公用地方及/或住宅停車場公用設施，該等開支的全部金額應在住宅停車位業主之間按他們持有的管理份數數目之比例進行分攤，但是由管理人根據公契附表3的第(1)(h)條決定，並以住宅殘疾人士停車位及訪客停車位的總樓面面積相對於住宅停車位、訪客停車位及住宅殘疾人士停車位的總樓面面積的比例計出關乎住宅停車場公用地方及/或住宅停車場公用設施的部分開支，應由住宅單位的業主承擔，並在住宅單位的業主之間按他們持有的管理份數數目之比例進行分攤，而剩餘的該等開支則由住宅停車位的業主承擔，並在住宅停車位的業主之間按他們持有的管理份數數目之比例進行分攤；

(iv) 如果任何開支僅涉及或僅有利於某個單位，該等開支的全部金額應由該單位的業主承擔；

但是，如果任何開支僅為有利於某位業主或若干業主而招致，則即使上述列明公用地方及公用設施的區分及管理費用的繳納方式，管理人可按其合理決定的比例直接向該業主或該等業主收取該等開支。

(e) 計算管理費按金的基準:

期數每個住宅物業的管理費按金應相當於該物業三(3)個月的管理費。

(f) 擁有人在期數中保留作自用的範圍(如有的話):

不適用

備註:

1. 「公契」指該地段及發展項目(包括期數)的公共契約暨管理協議的最新擬稿。
2. 除非售樓說明書另行定義，否則本節所採用之專有詞彙與公契所界定者具備相同涵義(除非另有指明)。詳情請參閱公契。
3. 請參閱公契的最新擬稿以了解全部詳情。公契的最新擬稿在售樓處的開放時間內可供免費查閱，並可在要求及支付所需的影印費用後獲取公契最新擬稿的副本。

(a) The common parts of the Phase:

(i) **"Common Areas"** means collectively the Development Common Areas, the Residential Car Park Common Areas and the Residential Common Areas.

(ii) **"Common Facilities"** means the Development Common Facilities, the Residential Car Park Common Facilities and the Residential Common Facilities.

(iii) **"Development Common Areas"** means the whole of the Lot and the Development which are not otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, the Residential Car Park Common Areas or the Residential Common Areas) and shall include but not limited to:-

(I) such part of the Slope and Retaining Structures (if any) within the Lot;

(II) the fireman's lift lobby and protected lobby to a required staircase, driveways, pressurization fan rooms, air release fan room and ducts, parking space for refuse collection vehicle, master meter room, high voltage cable riser room, sprinkler control valve room, owner's committee office, vent duct, plant delivery access areas, extra low voltage rooms and ducts, pipe ducts, water meter cabinets, pump rooms and tank rooms for various building services (which do not form part of the Residential Car Park Common Areas or the Residential Common Areas), refuse storage and material recovery chambers, electrical rooms and ducts, electrical meter rooms, top roofs (flat roofs), telecommunications and broadcasting rooms, flushing water meter room, water meter room, automatic meter reading room, fresh air ducts, fire service control room and ducts, emergency generator rooms, space for hose reels, transformer rooms, town gas rooms, low voltage switch rooms, staircase pressurization room and ducts, lobby pressurization ducts, exhaust air duct, staircases, lift lobby, concrete fill, smoke extraction system for pressurized lobby and staircase, electrical duct room, air duct, electrical meter cabinet, hose reel nozzle and part of the Maintenance and Repair Access;

(III) the Parking Information System Area;

(IV) the External Walls of the Development (excluding those forming parts of the Residential Common Areas or parts of the Non-residential Areas);

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner (which do not form part of the Units, the Residential Car Park Common Areas or the Residential Common Areas). The Development Common Areas are for the purpose of identification shown and coloured Yellow on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

(iv) **"Development Common Facilities"** means:

(I) Such of the Transformer Room Facilities (as defined hereinafter), cable accommodations, surface channel with cover, drains, pipes, gutters, sump pumps, trap gullies, grease trap, manholes with covers, sump pits with covers, wells (if any), sewers, wires and cables, turn-table, lifting platform for loading and unloading, water tanks, aerial broadcast distribution facilities, telecommunications network facilities, underground cable ducts, cable draw pits, gondola system, electrical and mechanical installation servicing the Development Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and the Development through which water, sewage, gas, electricity and any other services are supplied to the Lot and the Development or any part or parts thereof;

(II) lighting facilities including lamp posts and façade lighting within the Development which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;

(III) fire prevention and fire fighting installations and equipment within the Development which are for the use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit;

(IV) security system installations and equipment;

(V) lift installations and equipment;

(VI) the Facilities, Installations and Equipment;

and other facilities and systems for the common use and benefit of the Lot and the Development and not for the use or benefit of a particular Unit exclusively.

For the avoidance of doubt, the term "Development Common Facilities" shall not include those facilities, equipment and other like structures forming part of the Residential Car Park Common Facilities or the Residential Common Facilities.

(v) **"Residential Car Park Common Areas"** means those parts of the Lot and the Development (excluding those parking spaces shown and delineated on the car park layout plan approved by the Building Authority) and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for the common use and benefit of the Owners of the Residential Car Parks (which do not form part of the Units, the Residential Common Areas or the Development Common Areas) and not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Residential Car Park and shall include but not limited to the fireman's lift lobby and protected lobby to a required staircase, circulation and manoeuvring spaces, electrical meter rooms, lobby pressurization duct, staircase pressurization duct, ramp, air duct, staircases, lobbies and driveways. The Residential Car Park Common Areas are for the purpose of identification shown and coloured Indigo on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

(vi) **"Residential Car Park Common Facilities"** means those facilities and equipment for the common use and benefit of the Owners of the Residential Car Parks but not other parts of the Development and not for the use and benefit of a particular Residential Car Park exclusively and shall include but not limited to electrical and mechanical installation, plant and machinery, drop-gate, mechanical ventilation system and security system but shall exclude the Residential Common Facilities and the Development Common Facilities.

(vii) **"Residential Common Areas"** means those parts of the Lot and the Development designed or intended for the common use and benefit of the Owners of the Residential Units of the Development (which do not form part of the Units, the Residential Car Park Common Areas or the Development Common Areas) and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit and shall include but not limited to:-

(I) the Recreational Areas;

(II) the Visitors' Car Parks;

(III) loading and unloading spaces provided pursuant to Special Condition No. (30)(a)(i) of the Government Grant;

(IV) one space for parking of motor vehicles by disabled persons provided out of the Visitors' Car Parks pursuant to Special Condition No. (29)(c)(i) of the Government Grant ("**Residential Car Parking Space for Disabled Persons**");

(V) the fireman's lift lobby and protected lobby to a required staircase, acoustic fin, entrance lobbies, lift lobbies, lift pits, lift shafts, lift overruns, mail boxes, staircases, transfer plates, parapet walls, temporary refuge spaces, flat roofs, roofs, electrical meter rooms and cabinets, water meter cabinets, refuse storage and material recovery rooms, architectural features, top of balconies, refuge roofs, electrical ducts, pipe duct rooms and pipe ducts, space for hose reels, lift machine rooms, top roofs, planters, lawns, landscaped areas, extra low voltage rooms and ducts, pump rooms and tank rooms for various building services (which do not form part of the Units, the Residential Car Park Common Areas or the Development Common Areas), fan rooms, telecommunications and broadcasting room, potable and flushing water upfeed plant room, caretaker's counters, management office (including accessible toilet), caretakers quarters, low voltage switch rooms, town gas rooms, covered landscape area, cable duct, common area for maintenance, reinforced concrete cover for balcony, utility platform and air-conditioner platform below, top of transfer plate, water features, footbridges, outdoor swimming pools, pool decks, jacuzzi, emergency generator rooms and part of the Maintenance and Repair Access;

(VI) portions of the External Walls being at the Ground Floor level and above (as for the purpose of identification shown and coloured Green on the elevation plans (certified as to their accuracy by the Authorized Person) annexed to the DMC);

(VII) any structural or load bearing element of the Development which only serves or supports the Residential Units (or any or some of them) and external finishes of the Development attached to such structural or load bearing element; and

(VIII) part of the Greenery for the purpose of identification as shown by Indigo Dashed Line and coloured Green Stippled Black and Green Stippled Black Cross Black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for the common use and benefit of the Owners of the Residential Units and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit. The Residential Common Areas are for the purpose of identification shown by Indigo Dashed Line and/or coloured Green, Green Stippled Black, Green Cross Black and Green Stippled Black Cross Black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

(viii) **"Residential Common Facilities"** means those facilities and ancillary equipment for the common use and benefit of the Owners of the Residential Units and not for the use and benefit of a particular Residential Unit exclusively and shall include but not limited to the EV Facilities for Visitors' Car Parks, EV Facilities for Residential Car Parking Space for Disabled Persons, Recreational Facilities, water tanks, water pumps, drains, pipes, gutters, sewers, fire prevention and firefighting system, wires and cables, electrical equipment, air-conditioning or mechanical ventilation installation, lighting, security system, gas pipes, air-conditioning system, telecommunications network facilities, lifts, escalators and sanitary fittings and installations for the use and benefit of the Residential Units but shall exclude the Residential Car Park Common Facilities and the Development Common Facilities.

(b) The number of undivided shares assigned to each residential property in the Phase:

Tower	Tower 3		
Floor* / Flat	3/F	5/F-29/F	30/F
A	595	613	640
B	596	614	636
C	382	401	421
D	341	367	382
E	336	362	377
F	316	316	316
G	315	315	315
H	315	315	315
J	315	315	315
K	315	315	315
L	315	315	315
M	317	317	317
N	370	370	370
P	379	372	372
Q	335	361	361
R	328	354	354

*Note: There is no designation of 4/F, 13/F, 14/F and 24/F and no designation of Flat I and Flat O in Tower 3.

(c) The term of years for which the manager of the Phase is appointed:

Subject to the provisions of the Building Management Ordinance (Cap.344), the appointment of the Management Company as the Manager of the Lot and the Development (comprising the Phase) shall be for an initial period of two (2) years from the date of the DMC and shall continue thereafter until termination of the appointment in accordance with the provisions of the DMC.

(d) The basis on which the management expenses are shared among the owners of the residential properties in the Phase:

The Owners of each of the Units shall pay to the Manager monthly in advance the Management Fee in proportion to the Management Shares as set out in the Second Schedule to the DMC PROVIDED THAT no Owner shall be called upon to pay more than his appropriate shares of the Management Expenses as stated in the following:

(i) where any expenditure relates to or is for the benefit of the Lot and the Development (but does not relate solely to or is not solely for the benefit of any Unit, Residential Common Areas, Residential Car Park Common Areas, Residential Common Facilities and/or Residential Car Park Common Facilities), the Development Common Areas and/or the Development Common Facilities the full amount of such expenditure shall be apportioned between all the Owners of the Development in proportion to the number of Management Shares held by them;

(ii) where any expenditure relates solely to or is solely for the benefit of the Residential Units (but does not relate solely to or is not solely for the benefit of any particular Residential Unit), the Residential Common Areas and/or the Residential Common Facilities the full amount of such expenditure shall be apportioned between the Owners of the Residential Units in proportion to the number of Management Shares held by them;

(iii) where any expenditure relates solely to or is solely for the benefit of the Residential Car Parks (but does not relate solely to or is not solely for the benefit of any particular Residential Car Park), the Residential Car Park Common Areas and/or the Residential Car Park Common Facilities the full amount of such expenditure shall be apportioned between the Owners of the Residential Car Parks in proportion to the number of Management Shares held by them provided that a proportion of the expenditure relating to the Residential Car Park Common Areas and/or the Residential Car Park Common Facilities as determined by the Manager pursuant to Clause (1)(h) of the Third Schedule to the DMC by reference to the proportion of the total gross floor areas of the Residential Car Parking Space for Disabled Persons and the Visitors' Car Parks bears to the total gross floor areas of the Residential Car Parks, the Visitors' Car Parks and the Residential Car Parking Space for Disabled Persons in the Development shall be borne by and apportioned between the Owners of the Residential Units in proportion to the number of Management Shares held by them and the remaining proportion of such expenditure shall be borne by and apportioned between the Owners of the Residential Car Parks in proportion to the number of Management Shares held by them;

(iv) where any expenditure relates solely to or is solely for the benefit of a Unit, the full amount of such expenditure shall be borne by the Owner of such Unit;

Provided that where any expenditure has been incurred solely for the benefit of an Owner or group of Owners and notwithstanding the classification of the Common Areas and the Common Facilities and the manner of the contribution to the Management Expenses set out above, the Manager may charge that expenditure directly to that Owner or those Owners in such proportion as it may reasonably determine.

(e) The basis on which the management fee deposit is fixed:

The management fee deposit of a residential property in the Phase is the sum equivalent to three (3) months' Management Fee for such property.

(f) The area (if any) in the Phase retained by the owner for that owner's own use:

Not applicable.

Notes:

1. "DMC" means the latest draft Deed of Mutual Covenant and Management Agreement in respect of the Lot and the Development (comprising the Phase).

2. Unless otherwise defined in the sales brochure, capitalized terms used in this section shall (save as expressly defined therein) have the same meaning of such capitalized terms used in the DMC. Please refer to the DMC for details.

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

A. 期數所位於的土地的地段編號:

1. 期數建於或將建於九龍內地段第11279號(「**該地段**」)。

B. 有關租契規定的年期:

2. 該地段根據政府批地條件第20389號(經2025年7月7日簽訂並以備忘錄編號25071400690023在土地註冊處登記的修訂書更改或修訂)(「**批地文件**」)持有,為期50年,由2021年12月3日起計。

C. 適用於該土地的用途限制:

3. **土地用途**

批地文件特別條款第(9)條

「(a) 受限於本特別條款(b)款之規定,該地段或其任何部分或該處已建或擬建的任何一座或多座建築物除作非工業用途外(不包括貨倉、酒店及加油站),不可作任何其他用途。

(b) 除下列用途外,該地段已建或擬建的任何建築物或任何建築物的部分不可作其他用途:

(i) 最低三層只可作非工業用途(不包括貨倉、酒店及加油站),但為免存疑,如有任何地庫層(如已建成),則不論大小或樓面面積,均會就本特別條款的目的計為一個樓層,而任何地庫層的用途必須依照本特別條款(b)(iii)款訂明的額外限制規定;

(ii) 其餘樓層(如有多於三個地庫層,則不包括位於最低三層對上的任何一個或多個地庫層(如已建成))只可作私人住宅用途;及

(iii) 任何地庫層(如已建成)不論是最低三層任何一層或是最低三層對上的地庫層,一律作非工業用途(不包括住宅、貨倉、酒店及加油站)。

(c) 任何樓層如僅用作特別條款第(29)條、第(30)條及第(38)條指定提供的停車位、上落貨車位及公共停車場或機器房或上述兩者,一律不計入本特別條款(b)款所載的任何一個樓層。署長就任何樓層的用途是否本分款所准許的用途的決定將作終論,並對承授人約束。

(d) 於本特別條款,署長就何謂一個或多個樓層或一個或多個樓層是否構成一個或多個地庫層所作的決定將作終論,並對承授人約束。」

4. **不得設置墳墓或骨灰龕**

批地文件特別條款第(55)條

「不得在該地段上豎立或建造墳墓或骨灰龕,亦不得在該地段內或其上不論以陶罐、骨灰甕或其他形式安葬或存放任何人類骸骨或動物骸骨。」

D. 按規定須興建並提供予政府或供公眾使用的設施:

5. **私家街、私家路及後巷**

批地文件一般條款第8條

「此等條款訂明拓建的任何私家街、私家路及後巷,其位置須令署長滿意,並按其決定納入或剔除於批租土地範圍,不論屬何情況,須在政府要求時免費交還予政府。如向政府交還上述私家街、私家路及後巷,其路面鋪設、路緣石、排水系統(包括污水及雨水渠)、溝渠及道路照明設施將由政府進行,費用由承授人承擔,其後則由公帑維修保養。若上述私家街、私家路及後巷仍屬批租土地的一部分,則須由承授人自費進行照明、路面鋪設、路緣石、排水、溝渠及維修保養等工程,並須全面令署長滿意;署長亦可基於公眾利益需要,進行或安排進行道路照明設施的安裝及保養。承授人須承擔安裝道路照明設施的資本開支,並允許工人及車輛自由進出批租土地範圍,以安裝及保養道路照明設施。」

6. **綠色範圍**

批地文件特別條款第(4)條

「(a) 承授人須:

(i) 於本特別條款第(8)條指定的日期(或署長批准的其他延長期限)或之前,自費以署長批准的方式及物料,按署長批准的標準、樓層、定線和設計進行下列工程,以全面令署長滿意:

(I) 在本批地文件所夾附圖則以綠色顯示的日後擬建公共道路相關部分(以下統稱「綠色範圍」)進行鋪設及平整工程;及

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

以便在綠色範圍建造建築物及供車輛和行人往來;

(ii) 於本特別條款第(8)條指定的日期(或署長批准的其他延長期限)或之前,自費以署長滿意的方式在綠色範圍鋪設路面、設置路緣及渠道,並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記;及

(iii) 自費保養綠色範圍和在該處建造、安裝及提供之構築物及所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器,以令署長滿意,直至綠色範圍的佔管權按照本特別條款第(5)條交還政府為止。

(b) 如承授人不在本特別條款第(a)款訂明的期限內履行該款所訂的責任,政府可執行必要的工程,費用由承授人承擔;承授人須在政府要求時支付相等於有關費用的款項,金額由署長指定,其決定將作終論並對承授人約束。

(c) 如因承授人履行本特別條款第(a)款所訂的責任或因政府行使本特別條款(b)款所訂的權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾,署長概毋須就此承擔責任,承授人不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其授權人員提出申索賠償。」

批地文件特別條款第(5)條

「僅為執行本特別條款第(4)條所訂的必要工程,承授人將在本協議訂立日起獲授予綠色範圍的佔管權。綠色範圍連同構築物須在政府要求時交還政府,而於任何情況下,亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交還政府。承授人佔管綠色範圍期間,須在所有合理時間允許所有政府及公共車輛和行人自由進出及通行該處,並確保不會因為執行本批地文件文特別條款第(4)條規定的工程等而干預或阻礙此等通行權。」

批地文件特別條款第(6)條

「如事前未獲署長書面同意,承授人不得使用綠色範圍儲物或興建任何臨時構築物,又或作並非執行本批地文件特別條款第(4)條所訂工程的任何其他用途。」

批地文件特別條款第(7)條

「(a) 承授人佔管綠色範圍期間,必須在所有合理時間:

(i) 允許署長及其人員、承辦商和署長授權的任何其他人等有權通行、進出、往返及行經該地段和綠色範圍,以檢查、檢驗和監督任何遵照本批地文件特別條款第(4)(a)條規定進行的工程,以及執行、檢查、檢驗和監督本批地文件特別條款第(4)(b)條所訂的工程和綠色範圍內署長視為需要的任何其他工程;

(ii) 允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和綠色範圍,以在綠色範圍或任何毗連土地之內、其上或其下執行任何工程,其中包括但不限於按需要鋪設和其後保養所有水管、電線、管線、電纜管道及其他導體和附屬設備,以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體(如有)及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作,以處理所有關乎任何上述綠色範圍內的工程事項;及

(iii) 允許水務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和綠色範圍,以執行任何關於運作、保養、修理、更換和更改綠色範圍內任何其他水務裝置的工程。

(b) 如因政府及其人員、代理、承辦商、工人和任何其他人等或根據本特別條款(a)款正式獲授權的公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾,政府概毋須承擔責任。」

7. **保留範圍**

批地文件特別條款第(14)條

「(a) 政府應獲免除並保留在本批地文件所夾附圖則內以粉紅色間黑斜線顯示的範圍內、位於香港主水平基準以上1.7米及香港主水平基準以上11.1米之間的土地分層與空域(該等土地分層與空域以下統稱「保留範圍」)。

(b) 除本特別條款第(15)、(16)及(17)條另有規定外,承授人對保留範圍並無任何擁有權、佔有權或使用權,且除非此等條款另有規定,不得在保留範圍內建造或構築任何建築物或構築物。

(c) 承授人無權根據任何法例或其他規定,就本特別條款(a)款所保留的權利,或就因使用保留範圍作為特別條款第(15)條所指的未來公共道路而引致或與之相關的任何性質的損失、損害、滋擾、煩擾或妨害,向政府提出異議或索償。」

批地文件特別條款第(15)條

「(a) 承授人須：

(i) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長批准的方式及物料，按署長批准的標準、水平、定線和設計進行下列工程，以全面令署長滿意：

(I) 在保留範圍內擬建公共道路相關部分進行鋪設及平整工程；及

(II) 提供及建造署長全權酌情規定的下水道、行人路、污水渠、排水渠、總喉或其他構築物(以下統稱「保留範圍構築物」)，

以便在保留範圍供車輛和行人往來；

(ii) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長滿意的方式在保留範圍鋪設路面、設置路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器；及

(iii) 自費保養保留範圍、保留範圍構築物和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至整個保留範圍的佔管權按照本特別條款第(16)條交還政府為止。

(b) 如承授人不履行或違反本特別條款第(a)款的責任(包括承授人疏忽或沒有在根據本特別條款第(c)款送達的通知訂明的期限內履行、遵行或遵守該通知)，政府可執行必要的工程，費用由承授人承擔；承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。

(c) 如因承授人履行本特別條款第(a)款所訂的責任或因政府、署長、其人員、代理、承辦商、工人和彼等授權的任何其他人等行使本特別條款(b)款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、署長、其人員、代理、承辦商、工人和任何其他獲授權的人等概毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向他們提出申索賠償。」

批地文件特別條款第(16)條

「僅為執行本特別條款第(15)條所訂的必要工程，承授人將在本協議訂立日起獲授予保留範圍的佔管權。保留範圍(或署長以全權酌情規定或要求的任何部分)連同保留範圍構築物須在任何時候在政府要求時交還政府，而於任何情況下，亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交還政府。承授人須在履行本批地文件特別條款第(15)(a)條訂明的責任時及交還整個保留範圍的佔管權之前，允許所有政府及公共車輛和行人在所有合理時間自由進出及通行保留範圍，並確保不會因為執行本批地文件特別條款第(15)條規定的工程等而干預或阻礙此等通行。」

批地文件特別條款第(17)條

「如事前未獲署長書面同意，承授人不得使用保留範圍或其任何部分儲物或興建任何臨時構築物，又或作並非執行本批地文件特別條款第(15)條所訂工程的任何其他用途。」

批地文件特別條款第(18)條

「(a) 承授人交還整個保留範圍的佔管權前，必須在所有合理時間：

(i) 允許政府、署長、其人員、代理、承辦商、工人和彼等授權的任何其他人等有權通行、進出、往返及行經該地段和保留範圍，以檢查、檢驗和監督任何遵照本批地文件特別條款第(15)(a)條規定進行的工程，以及執行、檢查、檢驗和監督本批地文件特別條款第(15)(b)條所訂的工程和保留範圍內署長視為需要的任何其他工程；

(ii) (允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和保留範圍，以在保留範圍或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於按需要鋪設和其後保養所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供及擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有）及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述保留範圍內的工程事項；及

(iii) 允許水務監督及排水事務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和保留範圍，以執行任何關於運作、保養、修理、更換和更改保留範圍內任何其他水務或排水裝置的工程。

(b) 如因政府、署長、其人員、代理、承辦商、工人及根據本特別條款(a)款正式獲授權的任何其他人士或公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，他們概毋須承擔責任。

僅於特別條款第(14), (15), (16), (17) 及(18)條，承授人一詞不包括其繼承人及受讓人。」

8. **公共停車場**

批地文件特別條款第(38)條

「(a) 除根據特別條款第(29)條（可根據本批地文件特別條款第(31)條更改）及第(30)條規定提供停車位及上落貨車位外，承授人須於本文特別條款第(8)條指定的日期（或運輸署署長及署長批准的其他延長期限）或之前，自費並以全面令運輸署署長滿意的方式，根據此等條款、按本特別條款(b)款所定義及批准的公共停車場布局圖，以及香港現行或日後實施有關公共停車場及公眾車輛停車的所有條例、附例和規例：

(i) 在該地段內興建及建造並在其後提供及保養一個公共停車場（以下簡稱「公共停車場」）；及

(ii) 在公共停車場內提供：

(I) 100個供根據《道路交通條例》持牌車輛停泊的停車位，每個停車位寬2.5米、長5.0米，最低淨高2.4米；及

(II) 20個供根據《道路交通條例》持牌電單車停泊的停車位，每個停車位寬1.0米、長2.4米，最低淨高2.4米。

(b) 承授人須向運輸署署長提交或安排提交一份公共停車場布局圖，以供其書面批准，圖中須標示停車位的布局、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及運輸署署長可能要求的其他範圍及空間（以下簡稱「公共停車場布局圖」）。停車位、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及公共停車場的其他範圍及空間須按照運輸署署長根據本(b)款批准的公共停車場布局圖提供及設置並須全面令運輸署署長滿意。承授人須按照運輸署署長根據本(b)款批准的公共停車場布局圖保養停車位、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及公共停車場的其他範圍及空間及如事前未獲運輸署署長及署長書面同意，不可更改其布局。

(c) 除了經運輸署署長書面批准的車輛通道外，公共停車場的停車樓層或層數不得經由任何車輛通道進入或使用。

(d) 公共停車場內的每個停車位都應直接面向車道或足夠的通行空間，以便任何車輛都能無阻礙地駛入或駛出每個停車位或車道或通行空間。

(e) 公共停車場的進出控制點、閘杆及繳費亭位置，以及進出安排，須事先獲運輸署署長書面批准。

(f) 公共停車場的布局的設計須確保沒有車輛需在該地段外排隊或等候進入公共停車場。

(g) 公共停車場內所有停車位須於所有時間開放予公眾作短期停泊持牌車輛，並按小時、日或月收費，或按經運輸署署長書面批准的其他方式收費。承授人須於所有時間允許公眾免費進出及經過該地段或該地段上已建或擬建的任何建築物的該等部分，以進出公共停車場。

(h) 為計算特別條款第(12)(c)條規定的總樓面面積，公共停車場（包括公共停車場內所有停車位、轉彎圈、進出通道及迴旋處及署長全權酌情認為適當的其他範圍及空間）不得計算在內。公共停車場的總樓面面積及何等範圍被指定為公共停車場的一部分，由署長釐定，其決定將作終論並對承授人約束。

(i) 公共停車場內提供的停車位除供停泊根據《道路交通條例》持牌的車輛及電單車外，不得作任何其他用途，其中特別禁止使用公共停車場或其任何部分作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(j) 公共停車場按本特別條款完成建造時，承授人須開始運作，並在整個批租期內自費持續運作、維持、保養、修理、經營及管理公共停車場及所有構成其一部分或與其有關的部分，而其規模及方式須在所有時間令運輸署署長滿意，並完全符合香港現行或日後任何時間實施有關公眾車輛泊車的所有條例、附例和規例。

(k) 現明確同意、聲明及規定，就向承授人施加本特別條款(g)款下的義務，承授人並無意圖及政府亦不同意其撥出公共停車場或該地段任何部分為公眾提供通行權。

(l) 現明確同意、聲明及規定，承授人在本特別條款(g)款下的義務將不會引起承授人對任何就額外上蓋面積或地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文等)的寬免或權利產生期望，或就其提出申索。為免生疑問，承授人特此免除任何及所有就或為任何根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文就額外上蓋面積或地積比率的寬免或權利的申索。」

9. **停車資訊**

批地文件特別條款第(39)條

「(a) 承授人須：

(i) 自費提交或安排提交一份或多於一份標示在該地段內任何建築物、構築物或樓層空間內、之上或之內提供及設置的設施、裝置和設備（以下簡稱「設施、裝置和設備」）的位置和尺寸的圖則予運輸署署長作書面批准，此圖則應包含運輸署署長可能以其絕對酌情權要求或指明的資訊（以下統稱為「停車資訊系統區域」），以便提交與以下各項相關和有關的資訊：

(I) 訪客停車位、非工業停車位、非工業電單車停車位及傷殘人士停車位；及

(II) 根據特別條款第(38)條在公共停車場提供停泊車輛的車位，

包括但不限於本特別條款(b)款要求的空置停車位的數量及類型等資訊（以下統稱「停車資訊」）。未獲批准前，除本特別條款第(3)條所提及的拆卸工程及地盤平整工程外，不得在地段展開任何建築工程，而就此等條款而言，地盤平整工程按《建築物條例》所定義；

(ii) 於特別條款第(8)條訂明的日期（或署長批准的其他日期）或之前，自費按照本特別條款第(a)(i)款批准的圖則，進行及完成停車資訊系統區域的工程，並全面令運輸署署長滿意；承授人應自費提供並安裝設施、裝置和設備，並在其後於本協議訂定的批租期內，自費維護停車資訊系統區域及設施、裝置和設備，以保持其修繕妥當及狀況良好，以履行承授人在本特別條款第(b)款項下的義務，並全面令運輸署署長滿意；

(iii) 在本批地文件協定批授的整個年期內的所有合理時間，允許運輸署署長、署長、政府、其人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等，不論是否攜帶工具、設備、機器、機械或車輛，可行使不受限制的自由權利，免費通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的建築物，以便檢驗、檢查及監督任何根據本特別條款第(a)(ii)款進行的工程。

(b) 承授人須自運輸署署長決定及書面指定的日期起（其決定為最終並對承授人具約束力），並在整個批租期內的任何時間，自費按運輸署署長不時要求或書面指定的格式及時間及相隔期間（其決定將作終論並對承授人約束），提交或安排提交停車資訊，以全面令運輸署署長滿意。

(c) 承授人特此：

(i) 同意運輸署署長、政府、其人員、承辦商、代理、工人及彼等任何一方授權的任何其他人等全權酌情處理、使用及複製停車資訊，並以提交或處理後的格式，透過運輸署署長全權酌情認為適當的媒體向任何政府部門或第三方（不論是個人、商號、法人團體、公眾成員或其他組織）披露及傳播，供其搜索、查閱、複製、打印、傳播、利用、分析、研究或其他用途；及

(ii) 承認及確認運輸署署長、政府、其人員、承辦商、代理、工人及彼等任何一方授權的任何其他人等可行使獨有酌情全權，決定是否處理、使用或複製停車資訊，或按本特別條款第(c)(i)款向任何政府部門或第三方披露及傳播停車資訊，不論是以遞交的或經處理的、以任何形式及用任何媒介。

(d) 如因承授人履行或不履行本特別條款(a)及(b)款所訂的任何義務，或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)(iii)及(c)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(c)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車資訊等，而直接或間接使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府毋須就此承擔任何義務或責任，且承授人不可就此等損失、損害、滋擾或騷擾向政府提出申索賠償。

(e) 如因承授人履行或不履行本特別條款(a)及(b)款所訂的任何義務、承授人有關本特別條款(b)款提交停車資訊的任何遺漏、錯誤、疏忽或違約；或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)(iii)及(c)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(c)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車資訊等，而直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向政府彌償並保持令其獲得彌償。

(f) 停車資訊系統區域須指定為本特別條款第(36)條所指的公用地方。」

10. **公共停車場轉讓限制**

批地文件特別條款第(40)條

「即使此等批地條款已獲遵守並令署長滿意，承授人在本批地文件協定批授的整個年期內，不得轉讓、抵押、押記、分租、放棄管有或以其他方式處置公共停車場或其任何部分，或訂立協議如此行事；除非作為一整體，唯須符合特別條款第(38)(g)及(38)(i)條規定，且分租須在建築事務監督根據《建築物條例》就分租相關的公共停車場內的停車位或其部分發出佔用許可證或臨時佔用許可證後方可開始。」

11. **建造排水渠及渠道與接駁排水渠及污水渠**

批地文件特別條款第(47)條

「(a) 承授人須按署長視為需要，自費以署長滿意的方式在該地段邊界範圍之內或政府土地上建造和保養排水渠及渠道，以截流和輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或政府雨水渠。如此等暴雨水或雨水造成任何損害或滋擾以致直接或間接招致或引起任何責任、索償、損失、損害、開支、收費、費用、訴求、訴訟及法律程序，承授人必須承擔全責，並須向政府及其人員彌償和保持令其獲得彌償。

(b) 接駁該地段任何排水渠及污水渠至已鋪設和啟用之政府雨水渠及污水管的工程可由署長負責執行。署長毋須就由此引致的任何損失或損害向承授人承擔責任，而承授人接獲要求時須向政府支付此等接駁工程的費用。此外，承授人亦可自費以署長滿意的方式執行上述接駁工程，於該情況下位於政府土地範圍內的上述接駁工程將由承授人自費保養，如接獲要求，承授人須將此等工程段移交政府，日後由政府自費保養，承授人須在接獲要求時向政府繳付上述接駁工程的技術審核費用。如承授人不保養建於政府土地內的上述接駁工程任何部分，署長可執行其視為必要的保養工程，承授人須在接獲要求時支付有關工程的費用。」

12. **食水供應自動讀錶外站**

批地文件特別條款第(48)條

「(a) 承授人須在特別條款第(8)條訂明的日期（或署長批准的其他日期）或之前，自費以水務監督（定義以《水務設施條例》、其任何附屬規例 及修訂法例所訂為準）全面滿意的方式， 依照本特別條款(b)款所載經批准的自動讀錶外站建議書和《水務設施條例》、其任何附屬規例及修訂法例，在該地段或其任何部分或該處已建或擬建的任何一座或多座建築物上提供和安裝一所或若干食水供應自動讀錶外站，連同水務監督全權酌情規定的其他設施及相關設備（上述一所或若干食水供應自動讀錶外站連同其他設施及相關設備以下統稱「自動讀錶外站」）。

(b) 承授人須自費向水務監督提交或達致他人向水務監督提交關於提供和安裝自動讀錶外站的建議（以下簡稱「自動讀錶外站建議書」）供水務監督書面批准，以全面令水務監督滿意，包含尤其是水務監督全權酌情指定的資料及詳情等，其中包括但不限於：

(i) 顯示自動讀錶外站位置的布局圖；

(ii) 自動讀錶外站建設工程的設計、布局和設備詳情；及

(iii) 現已或將會指定供裝設自動讀錶外站和相關便利檢查及保養的範圍或空間詳情。

(c) 承授人必須待至水務監督根據本特別條款(b)款以書面批准自動讀錶外站建議書，方可在該地段展開工程提供或安裝自動讀錶外站。依照本特別條款(b)款批准的自動讀錶外站建議書安裝的自動讀錶外站以下簡稱「經批准的自動讀錶外站」。

(d) 承授人須自費以水務監督全面滿意的方式運作、保養和修理經批准的自動讀錶外站，以保持其修繕妥當及運作良好，直至經批准的自動讀錶外站依照本特別條款 (g)款規定移交水務監督為止。

(e) 裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間之上、跨越該處、上方、之下、下方或內部，不可興建或放置任何可能妨礙或干擾檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站的任何性質構築物、物件或物料。如水務監督認為（其意見將作終論並對承授人約束）裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間之上、跨越該處、上方、之下、下方或內部有任何可能妨礙或干擾檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換或重置經批准的自動讀錶外站的構築物、物件或物料，水務監督有權向承授人發出書面通知，要求承授人在通知列明的期限內，自費以水務監督全面滿意的方式拆卸或拆除此等構築物、物件或物料，並且還原裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間。

(f) 如承授人不履行本特別條款(a)、(d)或(e)款訂明的義務，水務監督可執行必要的工程，費用由承授人支付。承授人須在接獲要求時向水務監督支付相等於工程費用的款項，金額由水務監督釐定，其決定將作終論並對承授人約束。

(g) 承授人應在接獲要求時，在水務監督書面指定的日期將上述規定提供的經批准的自動讀錶外站或當中任何一項交付水務監督，而於任何情況下經批准的自動讀錶外站或當中任何一項亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交付水務監督。

(h) 於本批地文件協定批授的整個年期內，承授人時刻均須允許水務監督、其人員、承辦商、代理及彼等的工人和水務監督正式授權的其他人等，不論攜帶工具、設備、機器、機械或車輛與否，行使不受限制的自由權利通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的一座或多座建築物，以便：

(i) 檢驗、檢查和監督承授人遵照本特別條款(a)、(d)及(e)款所須執行的任何工程；

(ii) 執行本特別條款(f)款訂明的任何工程；及

(iii) 在經批准的自動讀錶外站或當中任何一項按照本特別條款(g)款交付水務監督後，檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站或當中任何一項，並且執行水務監督視為需要的其他工程。

(i) 如因承授人履行本特別條款(a)、(d)及(e)款所訂義務或因行使本特別條款(f)及(h)款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、水務監督、其人員、承辦商、代理或彼等的工人和水務監督正式授權的其他人等毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方提出申索賠償。

(j) 如因提供、安裝、運作、保養和修理經批准的自動讀錶外站或行使本特別條款(f)及(h)款所訂任何權利而直接或間接令政府、水務監督、其人員、承辦商、代理、工人和水務監督正式授權的其他人等招致或蒙受任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向彼等彌償並保持令其獲得彌償。」

E. 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

13. **保養**

批地文件一般條款第6條

「(a) 承授人須在整個批租年期內根據此等批地條款建造或重建（本詞指本一般條款(b)款所述的重建工程):

(i) 按照經批准的建築圖則保養所有建築物，並且不作任何修改或改動；

(ii) 保養現已或日後依照此等批地條款或嗣後任何修訂合約興建的所有建築物，以保持其修繕妥當及狀況良好，並在批租年期屆滿或提前終止時以修繕完好的狀況交回。

(b) 如在批租年期內任何時間拆卸位於該地段或其任何部分的任何建築物，承授人必須另行提供同類型和樓面總面積相等的良好穩固之一座或多座建築物作替代，又或提供類型和價值經署長批准的一座或多座建築物作替代。如進行上述拆卸工程，承授人須在施工一(1)個曆月內向署長申請同意，以便進行建造工程重建該地段，接收同意後則須在三(3)個曆月內展開必要的重建工程，以及在署長指定的期限內以署長滿意的方式完成工程。」

14. **綠色範圍**

批地文件特別條款第(4)條

「(a) 承授人須:

(i) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長批准的方式及物料，按署長批准的標準、樓層、定線和設計進行下列工程，以全面令署長滿意：

(I) 在本批地文件所夾附圖則以綠色顯示的日後擬建公共道路相關部分（以下統稱「綠色範圍」）進行鋪設及平整工程；及

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

以便在綠色範圍建造建築物及供車輛和行人往來；

(ii) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長滿意的方式在綠色範圍鋪設路面、設置路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費保養綠色範圍和在該處建造、安裝及提供之構築物及所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至綠色範圍的佔管權按照本特別條款第(5)條交還政府為止。

(b) 如承授人不在本特別條款第(a)款訂明的期限內履行該款所訂的責任，政府可執行必要的工程，費用由承授人承擔；承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。

(c) 如因承授人履行本特別條款第(a)款所訂的責任或因政府行使本特別條款(b)款所訂的權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，署長概毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其授權人員提出申索賠償。」

批地文件特別條款第(5)條

「僅為執行本特別條款第(4)條所訂的必要工程，承授人將在本協議訂立日起獲授予綠色範圍的佔管權。綠色範圍連同構築物須在政府要求時交還政府，而於任何情況下，亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交還政府。承授人佔管綠色範圍期間，須在所有合理時間允許所有政府及公共車輛和行人自由進出及通行該處，並確保不會因為執行本批地文件特別條款第(4)條規定的工程等而干預或阻礙此等通行權。」

批地文件特別條款第(6)條

「如事前未獲署長書面同意，承授人不得使用綠色範圍儲物或興建任何臨時構築物，又或作並非執行本批地文件特別條款第(4)條所訂工程的任何其他用途。」

批地文件特別條款第(7)條

「(a) 承授人佔管綠色範圍期間，必須在所有合理時間：

(i) 允許署長及其人員、承辦商和署長授權的任何其他人等有權通行、進出、往返及行經該地段和綠色範圍，以檢查、檢驗和監督任何遵照本批地文件特別條款第(4)(a)條規定進行的工程，以及執行、檢查、檢驗和監督本批地文件特別條款第(4)(b)條所訂的工程和綠色範圍內署長視為需要的任何其他工程；

(ii) 允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和綠色範圍，以在綠色範圍或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於按需要鋪設和其後保養所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有）及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述綠色範圍內的工程事項；及

(iii) 允許水務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和綠色範圍，以執行任何關於運作、保養、修理、更換和更改綠色範圍內任何其他水務裝置的工程。

(b) 如因政府及其人員、代理、承辦商、工人和任何其他人等或根據本特別條款(a)款正式獲授權的公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府概毋須承擔責任。」

15. **建築承諾**

批地文件特別條款第(8)條

「承授人須全面遵照此等批地條款和香港現時或無論何時生效的所有建築、衛生及規劃相關的條例、附例和規例在該地段發展興建一座或多座建築物。上述一座或多座建築物應在2027年12月 31日或之前建成並適宜佔用。」

16. **園境美化**

批地文件特別條款第(11)條

「承授人須自費在該地段及平台（如有）無建築物的部分進行園景美化和種植樹木及灌叢，其後並須保養及保持此等環境安全、清潔、整齊、井然和健康，以令署長滿意。」

17. **綠化區**

批地文件特別條款第(13)條

「(c) (i) 承授人須自費向屋宇署署長呈交一份圖則，標示該地段或該處已建及擬建的一座或多座建築物之上或其內將會設置和維持綠化設施的一個或多個部分（包括但不限於提供有泥土基層的活植物）（以下簡稱「綠化區」）、綠化區的布局和面積，以及屋宇署署長全權酌情規定或指定的其他資料（包括但不限於綠化區建築工程的位置及資料），以供屋宇署署長書面批准（呈交文件連同圖則以下簡稱「綠化建議書」）。屋宇署署長就何謂根據綠化建議書設置綠化設施以及該地段或該處的一座或多座建築物哪些部分構成綠化區所作的決定將作終論並對承授人約束。上述經屋宇署署長批准的呈交文件以下簡稱「經批准的綠化建議書」。於本特別條款，建築工程的定義以《建築物條例》所定義為準。

(ii) 承授人須自費按照經批准的綠化建議書實施及完成綠化區的建築工程，其後並須以屋宇署署長全面滿意的方式保養綠化區。如事前未獲屋宇署署長書面批准，不得修改、更改、改動、修正或取代經批准的綠化建議書或標示綠化區的圖則。

(iii) 除非事前獲屋宇署署長書面批准，否則經批准的綠化建議書所顯示的綠化區將須被指定為並構成特別條款第(26)(a)(v)條所指的公用地方一部分，而除按照經批准的綠化建議書列明的布局、面積、位置和資料用作綠化區外，不得作任何其他用途。」

18. **保留範圍**

批地文件特別條款第(14)條

「(a) 政府應獲免除並保留在本批地文件所夾附圖則內以粉紅色間黑斜線顯示的範圍內、位於香港主水平基準以上1.7米及香港主水平基準以上11.1米之間的土地分層與空域（該等土地分層與空域以下統稱「保留範圍」）。

(b) 除本特別條款第(15)、(16)及(17)條另有規定外，承授人對保留範圍並無任何擁有權、佔有權或使用權，且除非此等條款另有規定，不得在保留範圍內建造或構築任何建築物或構築物。

(c) 承授人無權根據任何法例或其他規定，就本特別條款(a)款所保留的權利，或就因使用保留範圍作為特別條款第(15)條所指的未來公共道路而引致或與之相關的任何性質的損失、損害、滋擾、煩擾或妨害，向政府提出異議或索償。」

批地文件特別條款第(15)條

「(a) 承授人須:

(i) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長批准的方式及物料，按署長批准的標準、水平、定線和設計進行下列工程，以全面令署長滿意：

(I) 在保留範圍內擬建公共道路相關部分進行鋪設及平整工程；及

(II) 提供及建造署長全權酌情規定的下水道、行人路、污水渠、排水渠、總喉或其他構築物（以下統稱「保留範圍構築物」），

以便在保留範圍供車輛和行人往來；

(ii) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長滿意的方式在保留範圍鋪設路面、設置路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器；及

(iii) 自費保養保留範圍、保留範圍構築物和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至整個保留範圍的佔管權按照本特別條款第(16)條交還政府為止。

(b) 如承授人不履行或違反本特別條款第(a)款的責任(包括承授人疏忽或沒有在根據本特別條款第(c)款送達的通知訂明的期限內履行、遵行或遵守該通知)，政府可執行必要的工程，費用由承授人承擔；承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。

(c) 如因承授人履行本特別條款第(a)款所訂的責任或因政府、署長、其人員、代理、承辦商、工人和彼等授權的任何其他人等行使本特別條款(b)款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、署長、其人員、代理、承辦商、工人和任何其他獲授權的人等概毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向他們提出申索賠償。」

批地文件特別條款第(16)條

「僅為執行本特別條款第(15)條所訂的必要工程，承授人將在本協議訂立日起獲授予保留範圍的佔管權。保留範圍(或署長以全權酌情規定或要求的任何部分)連同保留範圍構築物須在任何時候在政府要求時交還政府，而於任何情況下，亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交還政府。承授人須在履行本批地文件特別條款第(15)(a)條訂明的責任時及交還整個保留範圍的佔管權之前，允許所有政府及公共車輛和行人在所有合理時間自由進出及通行保留範圍，並確保不會因為執行本批地文件特別條款第(15)條規定的工程等而干預或阻礙此等通行。」

批地文件特別條款第(17)條

「如事前未獲署長書面同意，承授人不得使用保留範圍或其任何部分儲物或興建任何臨時構築物，又或作並非執行本批地文件特別條款第(15)條所訂工程的任何其他用途。」

批地文件特別條款第(18)條

「(a) 承授人交還整個保留範圍的佔管權前，必須在所有合理時間：

(i) 允許政府、署長、其人員、代理、承辦商、工人和彼等授權的任何其他人等有權通行、進出、往返及行經該地段和保留範圍，以檢查、檢驗和監督任何遵照本批地文件特別條款第(15)(a)條規定進行的工程，以及執行、檢查、檢驗和監督本批地文件特別條款第(15)(b)條所訂的工程和保留範圍內署長視為需要的任何其他工程；

(ii) 允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和保留範圍，以在保留範圍或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於按需要鋪設和其後保養所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供及擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有）及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述保留範圍內的工程事項；及

(iii) 允許水務監督及排水事務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和保留範圍，以執行任何關於運作、保養、修理、更換和更改保留範圍內任何其他水務或排水裝置的工程。

(b) 如因政府、署長、其人員、代理、承辦商、工人及根據本特別條款(a)款正式獲授權的任何其他人士或公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，他們概毋須承擔責任。

僅於特別條款第(14), (15), (16), (17) 及(18)條，承授人一詞不包括其繼承人及受讓人。」

19. **康樂設施**

批地文件特別條款第(20)條

「(a) 承授人可在該地段內興建、建造和提供經署長書面批准的康樂設施及該處的附屬設施（以下簡稱「該等設施」）。該等設施的類型、大小、設計、高度及布局事前須提交署長書面批准。

(b) 計算本批地文件特別條款第(12)(c)條指定的整體樓面總面積時，受限於本批地文件特別條款第(54)(d)條之規定，任何根據本特別條款(a)款在該地段提供的該等設施任何部分如供現已或將會興建於該地段的一座或多座住宅大廈全體住戶及彼等的真正訪客公用與共享，不會計算在內，而署長認為並非作此用途的該等設施其餘部分則會計算在內。

(c) 如該等設施任何部分根據本特別條款(b)款可獲豁免計入樓面總面積（以下簡稱「豁免設施」）：

(i) 豁免設施須被指定為及構成本批地文件特別條款第(26)(a)(v)條所指的公用地方一部分；

(ii) 承授人須自費保養豁免設施，以保持其修繕妥當及狀況良好，同時須運作豁免設施，以令署長滿意；及

(iii) 豁免設施只可供現已或將會建於該地段內的一座或多座住宅大廈住戶和彼等的真正訪客使用，其他人等不可使用。」

20. **泊車要求**

批地文件特別條款第(29)條

「(a) (i) 須按下表列明根據該地段上已建或擬建的住宅單位的面積計算的比率，在該地段內提供運輸署署長（以下簡稱「運輸署署長」）滿意的停車位，以供停泊根據《道路交通條例》（第374章）、其任何附屬規例及修訂法例（以下簡稱「道路交通條例」）持牌的車輛:

每住宅單位大小	根據本(a)(i)款須提供的住宅停車位數目
少於40平方米	每22.22個住宅單位或不足之數提供1個停車位
不少於40平方米但少於70平方米	每12.69個住宅單位或不足之數提供1個停車位
不少於70平方米但少於100平方米	每4.23個住宅單位或不足之數提供1個停車位
不少於100平方米但少於130平方米	每1.61個住宅單位或不足之數提供1個停車位
不少於130平方米但少於160平方米	每1.18個住宅單位或不足之數提供1個停車位
不少於160平方米	每0.93個住宅單位或不足之數提供1個停車位

根據本(a)(i)款提供（可根據本批地文件特別條款第(31)條更改）的停車位以下簡稱「住宅停車位」。於此等批地條款，「車輛」一詞的定義以道路交通條例所定義為準。

(iii) 該地段應按於下表列明根據該地段每座已建或擬建住宅單位大廈內提供的住宅單位數目計算的配置比率，額外提供令運輸署署長滿意以供停泊根據道路交通條例持牌車輛的停車位（根據本(a)(iii)款提供的停車位（可根據本批地文件特別條款第(31)條更改），以下簡稱「訪客停車位」）：

每座大廈的住宅單位數目	每座大廈的訪客停車位數目
30或以下	1
31至45	2
46至60	3
61至75	4
75以上	5

(iv) 住宅停車位及訪客停車位除作本特別條款(a)(i)及(a)(iii)款分別訂明的用途外，不得作任何其他用途，其中特別禁止使用所述車位作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(b) (i) 該地段內須提供運輸署署長滿意的停車位，以供停泊根據道路交通條例持牌的車輛，配置比率為該地段上已建或擬建作非工業用途（不包括私人住宅、貨倉、酒店及加油站）的一座或多座建築物或此等建築物的一個或多個部分每200平方米的樓面總面積或其部分設置1個停車位（根據本(b)(i)款提供的停車位（可根據本批地文件特別條款第(31)條更改）以下簡稱「非工業停車位」）。

(iii) 非工業停車位除供停泊根據道路交通條例持牌的車輛外，不得作任何其他用途，其中特別禁止使用所述停車位作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(c) (i) 承授人應依照建築事務監督規定或批准，從住宅停車位、訪客停車位及非工業停車位中預留和指定一定數目的停車位，以供傷殘人士停泊車輛（此等預留及指定停車位以下簡稱「傷殘人士停車位」）。於此等批地條款，傷殘人士一詞如道路交通條例所定義，而建築事務監督一詞則如《建築物條例》所定義。

(ii) 傷殘人士停車位除供傷殘人士停泊根據道路交通條例持牌的車輛外，不得作任何其他用途，其中特別禁止使用所述停車位作存放、陳列或展示車輛作招售或提供洗車及汽車美容服務等。

(d) (i) 該地段內須按以下比率設立運輸署署長滿意的停車位，以供停泊根據道路交通條例持牌的電單車：

(I) 就該地段上已建或擬建的住宅單位大廈內提供的每100個住宅單位設置1個停車位（根據本(d)(i)(I)款提供的停車位（可根據本批地文件特別條款第（31）條更改）以下簡稱「住宅電單車停車位」）；及

(II) 非工業停車位總數的10%（根據本(d)(i)(II)款提供的停車位（可根據本批地文件特別條款第（31）條更改）以下簡稱「非工業電單車停車位」）。

如住宅電單車停車位及非工業電單車停車位的數目為小數，則向上捨入至下一個整數。於此等條款，「電單車」一詞如道路交通條例所定義。

(ii) 住宅電單車停車位及非工業電單車停車位除供停泊根據道路交通條例持牌的電單車外，不得作任何其他用途，其中特別禁止使用所述停車位作存放、陳列或展示車輛作招售或提供洗車及汽車美容服務等。

(f) 承授人須：

(i) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以機電工程署署長滿意的標準及設計，並在所有方面符合《建築物條例》及《電力條例》、其下規例及任何修訂法例：

(I) 於根據本特別條款第(a)、(b)、(c)及(d)款及特別條款第(38)條提供的所有停車位提供及安裝電動車充電設施，包括但不限於固定電力裝置及最終電路安裝；及

(II) 除本特別條款第(f)(i)(I)款要求外，在根據本特別條款第(a)、(b)及(c)款及特別條款第(38)條提供的停車位中不少於30%的停車位提供及安裝電動車中型充電器，包括最終電路，而當中每個停車位至少擁有1個電動車中型充電器；及

(ii) 在本協議批租期內，自費維護、保養、維修及管理根據本特別條款(f)(i)(I)及(f)(i)(II)款提供及安裝的電動車充電設施及電動車中型充電器，使其處於良好維修及運作狀態，以全面令機電工程署署長滿意。」

批地文件特別條款第(30)條

「(a) 該地段內須提供運輸署署長滿意的停車位以供貨車上落貨，配置比率如下：

(i) 就該地段上已建或擬建作住宅用途的一座或多座建築物的每800個住宅單位設置1個停車位，但該地段上每座已建或擬建的住宅單位大廈最少須設置1個上落貨車位。上落貨車位應毗鄰或位於每座住宅單位大廈內；及

(ii) 就該地段上已建或擬建作非工業用途（不包括私人住宅、貨倉、酒店及加油站）的一座或多座建築物或其一個或多個部分每800平方米的樓面總面積設置1個停車位。

(b) 根據本特別條款第(a)(i)及(a)(ii)款提供的上落貨車位中，首65%的停車位面積須為3.5米闊及7.0米長，最低淨空高度為3.6米，而餘下的停車位面積須為3.5米闊及11.0米長，最低淨空高度為4.7米，唯如停車位的數目為小數，則向上捨入至下一個整數。此等停車位除供與該款所載的一座或多座建築物相關的貨車上落貨外，不得作任何其他用途。

(c) 計算本特別條款第(a)(i)及(a)(ii)款提供的停車位數目時，用於泊車、上落貨的樓面面積將不予計算。」

批地文件特別條款第(31)條

「(a) 儘管有本批地文件特別條款第(29)(a)(i)、(29)(a)(iii)、(29)(b)(i)、(29)(d)(i)(I)及(29)(d)(i)(II)條的規定，承授人仍可以不多於百分之五(5%)的幅度增減上述特別條款分別規定提供的停車位數目，但增減停車位總數不可超過50 個。

(b) 除本特別條款(a)款之規定外，承授人亦可分別增減住宅停車位和住宅電單車停車位的數目（不計算根據本特別條款(a)款計入的停車位），增減幅度不可多於百分之五 (5%)。

(c) 儘管有本批地文件特別條款第(29)(a)、(29)(b)、(29)(d)、(29)(e)及(30)條和本特別條款(a)及(b)款的規定，承授人仍可在獲得運輸署署長書面批准後將遵照上述各特別條款或各款所提供的停車位數目及尺寸分別增減為其他數目和尺寸，惟事前必須取得署長的書面批准，而署長可全權酌情在批准時附加其視為恰當的條款與條件，包括規定承授人支付署長釐定的地價及行政費用。」

批地文件特別條款第(32)條

「(a) 在本批地文件協定批授的整個年期內，承授人須時刻允許運輸署署長、政府、其人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等，不論攜帶工具、設備、機器、機械或車輛與否，可行使不受限制的自由權利，免費通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的建築物，以便檢驗、檢查或核實承授人並無違反或不遵行本批地文件特別條款第(29)、(30)及(31)條的規定。

(b) 對於承授人或任何其他人等因運輸署署長、政府、其人員、承辦商、代理、工人或任何其授權人士行使本特別條款第(a)款的權利而直接或間接引起的任何損失、損害、滋擾或干擾，政府概不負責，承授人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。

(c) 承授人須就運輸署署長、政府、其人員、承辦商、代理、工人或任何其授權人士行使本特別條款第(a)款的權利直接或間接引起的所有責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，向政府作出彌償並保持令其獲得彌償。」

批地文件特別條款第(33)條

「(a) 為計算本特別條款第(12)(c)(i)、(12)(c)(ii)及(12)(c)(iii)條規定的分別總樓面面積，

(i) 以下將不予計算：

(I) 根據特別條款第(29)條（可根據本批地文件特別條款第（31）條更改）提供且位於地面以下的停車位；及

(II) 根據特別條款第(30)條提供且位於地面或地面以下的停車位；

(ii) 如根據特別條款第(29)條提供位於地面或以上的停車位（可根據本批地文件特別條款第（31）條更改），或根據特別條款第(30)條提供位於地面以上的停車位，則該等停車位的50%連同服務該等停車位的其他區域（包括但不限於升降機大堂、梯台、行人通道、調度區及迴旋處及機房）的50%，將分別計入特別條款第(12)(c)(i)、(12)(c)(ii)及(12)(c)(iii)條規定的總樓面面積，而署長的決定為最終並對承授人具約束力。

(b) 儘管有本特別條款第(a)(ii)款，署長可全權酌情在承授人支付署長釐定的地價及行政費用後，將本特別條款第(a)(ii)款所指的任何停車位及其他區域排除在特別條款第(12)(c)(i)、(12)(c)(ii)及(12)(c)(iii) 條分別規定的總樓面面積計算外，署長的決定將作終論並對承授人約束。

(c) 就本特別條款而言，署長就何謂地面水平或任何停車位是否位於地面、以上或以下的決定將作終論並對承授人約束。」

批地文件特別條款第(34)條

「(a) 在本文協定批授的整個年期內，不論於此等批地條款以署長全面滿意的方式履行之前或之後，住宅停車位和住宅電單車停車位亦不得轉讓，除非：

(i) 連同賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個住宅單位之不分割份數一併轉讓；或

(ii) 轉讓予現時已為賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個住宅單位的不分割份數的擁有人的人士。

於任何情況下，該地段已建或擬建的一座或多座建築物內任何一個住宅單位的擁有人概不可承讓合共多於3個住宅停車位及住宅電單車停車位。

(b) 儘管有本特別條款(a)款之規定，承授人仍可在事前獲得署長書面同意下以整體方式轉讓所有住宅停車位及住宅電單車停車位，但僅可轉讓予承授人的全資附屬公司。

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

(d) 本特別條款(a)款及(b)款不適用於傷殘人士停車位。」

批地文件特別條款第(35)條

「(a) 在本文協定批授的整個年期內，不論於此等批地條款以署長全面滿意的方式履行之前或之後，非工業停車位和非工業電單車停車位亦不得轉讓，除非：

(i) 連同賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個非工業用途（不包括私人住宅、 貨倉、酒店及加油站）單位之不分割份數一併轉讓；或

(ii) 轉讓予現時已為賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個非工業用途（不包括私人住宅、貨倉、酒店及加油站）單位的不分割份數的擁有人的人士。

(b) 儘管有本特別條款(a)款的規定，承授人仍可在事前獲得署長書面同意下以整體方式轉讓所有非工業停車位及非工業電單車停車位，但僅可轉讓予承授人的全資附屬公司。

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

21. **公用地方**

批地文件特別條款第(36)條

「儘管有特別條款第(34)及(35)條之規定，訪客停車位、根據特別條款第(30)(a)條在該地段內提供的停車位（可根據本批地文件特別條款第（31）條分別更改）及傷殘人士停車位須被指定為並構成公用地方一部分。」

22. **停車場布局圖則**

批地文件特別條款第(37)條

「(a) 承授人須自費向署長提供存檔及向運輸署署長呈交經運輸署署長批准的一份或多份圖則，標示將會按照本批地文件特別條款第(29)條（可根據本批地文件特別條款第(31)條更改）和第(30)條於該地段內提供的所有停車位及上落貨車位以及遵照本批地文件特別條款第(38)條提供的公共停車場及遵照本批地文件特別條款第(39)條提供且為停車資訊的內容主體的停車位之布局，或經認可人士（如《建築物條例》所定義）核證的一份或多份該等圖則之副本（以下簡稱「停車場布局圖」）。如事前未獲運輸署署長書面批准，不可修訂、更改、改動、修改或取代停車場布局圖。

(b) 停車場布局圖所標示的該等停車位及上落貨車位除作本批地文件特別條款第(29)、(30)及(38)條分別訂明的用途外，不可作任何其他用途。承授人須按照停車場布局圖，負責保養所有停車位、上落貨車位及其他範圍，包括但不限於停車場布局圖所標示的電梯、梯台和調度區及迴旋處。

(c) 除停車場布局圖標示的停車位外，該地段或該處任何建築物或構築物任何部分均不可用作本批地文件特別條款第(29)、(30)及(38)條分別所列明的泊車及車輛上落貨的用途。

(d) 在遵照本特別條款(a)款規定存檔及呈交停車場布局圖之前，不可進行任何影響該地段或其任何部分或該地段已建或擬建的任何建築物或當中任何部分的交易（訂立本批地文件特別條款第(24)(c)條訂明的租約、租契或相關協議和訂立本文特別條款第(24)(d)條訂明的建築按揭或署長批准的其他交易除外）。

(e) 承授人現：

(i) 同意運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等全權酌情閱覽、使用、複製及更改停車場布局圖，並可按運輸署署長或署長全權酌情視為恰當，透過任何途徑和方式(包括但不限於使用電子途徑或通過電子平台）向任何政府部門或第三方（不論屬於個人、商號、法人團體、公眾人士或其他機構）披露及發布停車場布局圖，以作搜尋、閱覽、複製、列印、發布、應用、分析、研究等用途，不論是回應公眾或媒體查詢等，又或是運輸署署長、署長或政府自主行動；及

(ii) 承認及確認運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等可行使獨有酌情全權，決定是否如本特別條款(e)(i)款所述閱覽、使用、複製、更改、披露或發布停車場布局圖。

(f) 為施行本特別條款(e)款的規定，承授人須取得或達致取得停車場布局圖知識產權擁有人的同意，允許運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等閱覽、使用、複製、更改、披露及發布停車場布局圖，以及允許任何政府部門或第三方搜尋、閱覽、複製、列印、發布、應用、分析、研究停車場布局圖等。

(h) 如因承授人履行或不履行本特別條款(a)、(b)、(c)、(d)及(f)款所訂的任何義務，或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(e)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(e)(i)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車場布局圖等，而直接或間接使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府毋須就此承擔任何義務或責任，承授人不可就此等損失、損害、滋擾或騷擾向政府提出申索賠償。

(i) 如因承授人履行或不履行本特別條款(a)、(b)、(c)、(d)及(f)款所訂的任何義務責任，或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(e)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(e)(i)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車場布局圖等，而直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向政府彌償並保持令其獲得彌償。」

23. **公用停車場**

批地文件特別條款第(38)條

「(a) 除根據特別條款第(29)條（可根據本文特別條款第(31)條更改）及第(30)條規定提供停車位及上落貨車位外，承授人須於本文特別條款第(8)條指定的日期（或運輸署署長及署長批准的其他延長期限）或之前，自費並以全面令運輸署署長滿意的方式，根據此等條款、按本特別條款(b)所定義及批准的公共停車場佈局圖，以及香港現行或日後實施有關公共停車場及公眾車輛停車的所有條例、附例和規例：

(i) 在該地段內興建及建造並在其後提供及保養一個公共停車場（以下簡稱「公共停車場」）；及

(ii) 在公共停車場內提供：

(I) 100個供根據《道路交通條例》持牌車輛停泊的停車位，每個停車位寬2.5米、長5.0米，最低淨高2.4米；及

(II) 20個供根據《道路交通條例》持牌電單車停泊的停車位，每個停車位寬1.0米、長2.4米，最低淨高2.4米。

(b) 承授人須向運輸署署長提交或安排提交一份公共停車場布局圖，以供其書面批准，圖中須標示停車位的布局、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及運輸署署長可能要求的其他範圍及空間（以下簡稱「公共停車場布局圖」）。停車位、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及公共停車場的其他範圍及空間須按照運輸署署長根據本(b)款批准的公共停車場布局圖提供及設置並須全面令運輸署署長滿意。承授人須按照運輸署署長根據本(b)款批准的公共停車場布局圖保養停車位、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及公共停車場的其他範圍及空間及如事前未獲運輸署署長及署長書面同意，不可更改其布局。

(c) 除了經運輸署署長書面批准的車輛通道外，公共停車場的停車樓層或層數不得經由任何車輛通道進入或使用。

(d) 公共停車場內的每個停車位都應直接面向車道或足夠的通行空間，以便任何車輛都能無阻礙地駛入或駛出每個停車位或車道或通行空間。

(e) 公共停車場的進出控制點、閘杆及繳費亭位置，以及進出安排，須事先獲運輸署署長書面批准。

(f) 公共停車場的布局的設計須確保沒有車輛需在該地段外排隊或等候進入公共停車場。

(g) 公共停車場內所有停車位須於所有時間開放予公眾作短期停泊持牌車輛，並按小時、日或月收費，或按經運輸署署長書面批准的其他方式收費。承授人須於所有時間允許公眾免費進出及經過該地段或該地段上已建或擬建的任何建築物的該等部分，以進出公共停車場。

(h) 為計算特別條款第(12)(c)條規定的總樓面面積，公共停車場（包括公共停車場內所有停車位、轉彎圈、進出通道及迴旋處及署長全權酌情認為適當的其他範圍及空間）不得計算在內。公共停車場的總樓面面積及何等範圍被指定為公共停車場的一部分，由署長釐定，其決定將作終論並對承授人約束。

(i) 公共停車場內提供的停車位除供停泊根據《道路交通條例》持牌的車輛及電單車外，不得作任何其他用途，其中特別禁止使用公共停車場或其任何部分作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(j) 公共停車場按本特別條款完成建造時，承授人須開始運作，並在整個批租期內自費持續運作、維持、保養、修理、經營及管理公共停車場及所有構成其一部分或與其有關的部分，而其規模及方式須在所有時間令運輸署署長滿意，並完全符合香港現行或日後任何時間實施有關公眾車輛泊車的所有條例、附例和規例。

(k) 現明確同意、聲明及規定，就向承授人施加本特別條款(g)款下的義務，承授人並無意圖及政府亦不同意其撥出公共停車場或該地段任何部分為公眾提供通行權。

(l) 現明確同意、聲明及規定，承授人在本特別條款(g)款下的義務將不會引起承授人對任何就額外上蓋面積或地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文等)的寬免或權利產生期望，或就其提出申索。為免生疑問，承授人特此免除任何及所有就或為任何根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文額外上蓋面積或地積比率的寬免或權利的申索。」

24. **停車資訊**

批地文件特別條款第(39)條

「(a) 承授人須：

(i) 自費提交或安排提交一份或多於一份標示在該地段內任何建築物、構築物或樓層空間內、之上或之內提供及設置的設施、裝置和設備（以下簡稱「設施、裝置和設備」）的位置和尺寸的圖則予運輸署署長書面批准，此圖則應包含運輸署署長可能以其絕對酌情權要求或指明的資訊（以下統稱為「停車資訊系統區域」），以便提交與以下各項相關和有關的資訊：

(I) 訪客停車位、非工業停車位、非工業電單車停車位及傷殘人士停車位；及

(II) 根據特別條款第(38)條在公共停車場提供停泊車輛的停車位，

包括但不限於本特別條款(b)款要求的空置停車位的數量及類型等資訊（以下統稱「停車資訊」）。未獲批准前，除本特別條款第(3)條所提及的拆卸工程及地盤平整工程外，不得在地段展開任何建築工程，而就此等條款而言，地盤平整工程按《建築物條例》所定義；

(ii) 於特別條款第(8)條訂明的日期（或署長批准的其他日期）或之前，自費按照本特別條款第(a)(i)款批准的圖則，進行及完成停車資訊系統區域的工程，並全面令運輸署署長滿意；承授人應自費提供並安裝設施、裝置和設備，並在其後於本協議訂定的批租期內，自費維護停車資訊系統區域及設施、裝置和設備，以保持其修繕妥當及狀況良好，以履行承授人在本特別條款第(b)款項下的義務，並全面令運輸署署長滿意；

(iii) 在本批地文件協定批授的整個年期內的所有合理時間，允許運輸署署長、署長、政府、其人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等，不論是否攜帶工具、設備、機器、機械或車輛，可行使不受限制的自由權利，免費通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的建築物，以便檢驗、檢查及監督任何根據本特別條款第(a)(ii)款進行的工程。

(b) 承授人須自運輸署署長決定及書面指定的日期起（其決定為最終並對承授人具約束力），並在整個批租期內的任何時間，自費按運輸署署長不時要求或書面指定的格式及時間及相隔期間（其決定將作終論並對承授人約束），提交或安排提交停車資訊，以全面令運輸署署長滿意。

(c) 承授人特此：
(i) 同意運輸署署長、政府、其人員、承辦商、代理、工人及彼等任何一方授權的任何其他人等全權酌情處理、使用及複製停車資訊，並以提交或處理後的格式，透過運輸署署長全權酌情認為適當的媒體向任何政府部門或第三方（不論是個人、商號、法人團體、公眾成員或其他組織）披露及傳播，供其搜索、查閱、複製、打印、傳播、利用、分析、研究或其他用途；及
(ii) 承認及確認運輸署署長、政府、其人員、承辦商、代理、工人及彼等任何一方授權的任何其他人等可行使獨有酌情全權，決定是否處理、使用或複製停車資訊，或按本特別條款第(c)(i)款向任何政府部門或第三方披露及傳播停車資訊，不論是以遞交的或經處理的、以任何形式及用任何媒介。

(d) 如因承授人履行或不履行本特別條款(a)及(b)款所訂的任何義務，或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)(iii)及(c)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(c)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車資訊等，而直接或間接使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府毋須就此承擔任何義務或責任，且承授人不可就此等損失、損害、滋擾或騷擾向政府提出申索賠償。

(e) 如因承授人履行或不履行本特別條款(a)及(b)款所訂的任何義務、承授人有關本特別條款(b)款提交停車資訊的任何遺漏、錯誤、疏忽或違約；或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)(iii)及(c)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(c)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車資訊等，而直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向政府彌償並保持令其獲得彌償。

(f) 停車資訊系統區域須指定為本特別條款第(36)條所指的公用地方。」

25. **削土**

批地文件特別條款第(42)條

「(a) 如該地段或任何政府土地內現時或以往曾經配合或因應該地段或其任何部分的平整、水準測量或發展事宜或此等批地條款規定承授人執行的任何其他工程或任何其他目的，而進行削土、移土或土地後移工程，或建造或填土工程，或任何性質的斜坡處理工程，則不論事前是否獲署長書面同意，承授人亦須在當時或嗣後任何時間，按需要自費進行和建造斜坡處理工程、擋土牆或其他支承結構、防護結構、排水結構、輔助工程或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰政府土地或已批租土地，同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。承授人須在本批地文件協定的批租年期內時刻自費保養上述土地、斜坡處理工程、擋土牆或其他支承結構、防護結構、排水結構、或輔助工程或其他工程，以保持其修繕妥當及狀況良好，令署長滿意。

(b) 本特別條款(a)款的規定概不妨害政府在此等批地條款的權利，尤其是本批地文件特別條款第(41)條。

(c) 無論何時，如因承授人進行平整、水準測量、發展事宜或其他工程或因其他事故導致或引起該地段內的任何土地或任何毗連或毗鄰政府土地或已批租土地發生任何滑土、山泥傾瀉或地陷，承授人須自費還原並修葺該處，以令署長滿意，同時須就政府、其代理及承辦商因為或由於此等滑土、山泥傾瀉或地陷而直接或間接招致或蒙受的任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序作出彌償，並保持令其獲得彌償。

(d) 除享有本批地文件訂明可就違反任何此等批地條款追討之任何其他權利或補償外，署長另有權向承授人發出書面通知，要求承授人執行、建造和保養上述土地、斜坡處理工程、擋土牆或其他支承結構、防護結構、排水結構、或輔助工程或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如承授人疏忽或未能在通知訂明的期限內以署長滿意的方式執行通知的指示，署長可即時執行及進行任何必要的工程。承授人須在接獲政府要求時償還有關的費用，以及任何行政和專業收費與費用。」

26. **地錨保養**

批地文件特別條款第(44)條

「如於該地段或其任何部分的發展或重建項目已安裝預應力地錨，承授人須自費在預應力地錨的整個使用周期內定期保養和定期監察，以令署長滿意，並且在署長不時全權酌情規定時提交上述監察工程的報告及資料。如承授人疏忽或不執行規定的監察工程，署長可即時執行和進行監察工程，承授人須在接獲要求時償還政府有關的費用。」

27. **建造排水渠及渠道與接駁排水渠及污水渠**

批地文件特別條款第(47)條

「(a) 承授人須按署長視為需要，自費以署長滿意的方式在該地段邊界範圍之內或政府土地上建造和保養排水渠及渠道，以截流和輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或政府雨水渠。如此等暴雨水或雨水造成任何損害或滋擾以致直接或間接招致或引起任何責任、索償、損失、損害、開支、收費、費用、訴求、訴訟及法律程序，承授人必須承擔全責，並須向政府及其人員彌償和保持令其獲得彌償。

(b) 接駁該地段任何排水渠及污水渠至已鋪設和啟用之政府雨水渠及污水管的工程可由署長負責執行。署長毋須就由此引致的任何損失或損害向承授人承擔責任，而承授人接獲要求時須向政府支付此等接駁工程的費用。此外，承授人亦可自費以署長滿意的方式執行上述接駁工程，於該情況下位於政府土地範圍內的上述接駁工程將由承授人自費保養，如接獲要求，承授人須將此等工程段移交政府，日後由政府自費保養，承授人須在接獲要求時向政府繳付上述接駁工程的技術審核費用。如承授人不保養建於政府土地內的上述接駁工程任何部分，署長可執行其視為必要的保養工程，承授人須在接獲要求時支付有關工程的費用。」

28. **食水供應自動讀錶外站**

批地文件特別條款第(48)條

「(a) 承授人須在特別條款第(8)條訂明的日期（或署長批准的其他日期）或之前，自費以水務監督（定義以《水務設施條例》、其任何附屬規例及修訂法例所訂為準）全面滿意的方式，依照本特別條款(b)款所載經批准的自動讀錶外站建議書和《水務設施條例》、其任何附屬規例及修訂法例，在該地段或其任何部分或該處已建或擬建的任何一座或多座建築物上提供和安裝一所或若干食水供應自動讀錶外站，連同水務監督全權酌情規定的其他設施及相關設備(上述一所或若干食水供應自動讀錶外站連同其他設施及相關設備以下統稱「自動讀錶外站」)。

(b) 承授人須自費向水務監督提交或達致他人向水務監督提交關於提供和安裝自動讀錶外站的建議(以下簡稱「自動讀錶外站建議書」)供水務監督書面批准，以全面令水務監督滿意，包含尤其是水務監督全權酌情指定的資料及詳情等，其中包括但不限於：
(i) 顯示自動讀錶外站位置的布局圖；
(ii) 自動讀錶外站建設工程的設計、布局和設備詳情；及
(iii) 現已或將會指定供裝設自動讀錶外站和相關便利檢查及保養的範圍或空間詳情。

(c) 承授人必須待至水務監督根據本特別條款(b)款以書面批准自動讀錶外站建議書，方可在該地段展開工程提供或安裝自動讀錶外站。依照本特別條款(b)款批准的自動讀錶外站建議書安裝的自動讀錶外站以下簡稱「經批准的自動讀錶外站」。

(d) 承授人須自費以水務監督全面滿意的方式運作、保養和修理經批准的自動讀錶外站，以保持其修繕妥當及運作良好，直至經批准的自動讀錶外站依照本特別條款 (g)款規定移交水務監督為止。

(e) 裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間之上、跨越該處、上方、之下、下方或內部，不可興建或放置任何可能妨礙或干擾檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站的任何性質構築物、物件或物料。如水務監督認為(其意見將作終論並對承授人約束)裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間之上、跨越該處、上方、之下、下方或內部有任何可能妨礙或干擾檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換或重置經批准的自動讀錶外站的構築物、物件或物料，水務監督有權向承授人發出書面通知，要求承授人在通知列明的期限內，自費以水務監督全面滿意的方式拆卸或拆除此等構築物、物件或物料，並且還原裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間。

(f) 如承授人不履行本特別條款(a)、(d)或(e)款訂明的義務，水務監督可執行必要的工程，費用由承授人支付。承授人須在接獲要求時向水務監督支付相等於工程費用的款項，金額由水務監督釐定，其決定將作終論並對承授人約束。

(g) 承授人應在接獲要求時，在水務監督書面指定的日期將上述規定提供的經批准的自動讀錶外站或當中任何一項交付水務監督，而於任何情況下經批准的自動讀錶外站或當中任何一項亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交付水務監督。

(h) 於本批地文件協定批授的整個年期內，承授人時刻均須允許水務監督、其人員、承辦商、代理及彼等的工人和水務監督正式授權的其他人等，不論攜帶工具、設備、機器、機械或車輛與否，行使不受限制的自由權利通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的一座或多座建築物，以便：
(i) 檢驗、檢查和監督承授人遵照本特別條款(a)、(d)及(e)款所須執行的任何工程；
(ii) 執行本特別條款(f)款訂明的任何工程；及
(iii) 在經批准的自動讀錶外站或當中任何一項按照本特別條款(g)款交付水務監督後，檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站或當中任何一項，並且執行水務監督視為需要的其他工程。

(i) 如因承授人履行本特別條款(a)、(d)及(e)款所訂義務或因行使本特別條款(f)及(h)款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、水務監督、其人員、承辦商、代理或彼等的工人和水務監督正式授權的其他人等毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方提出申索賠償。

(j) 如因提供、安裝、運作、保養和修理經批准的自動讀錶外站或行使本特別條款(f)及(h)款所訂任何權利而直接或間接令政府、水務監督、其人員、承辦商、代理、工人和水務監督正式授權的其他人等招致或蒙受任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向彼等彌償並保持令其獲得彌償。」

29. **排污影響評估**

批地文件特別條款第(49)條

「(a) 承授人須在本協議訂立日起的12個曆月(或署長批准的其他延長期限)內，自費向環境保護署署長提交或安排提交一份排污影響評估 (下稱「排污影響評估」) 以供其書面審批，在所有方面使環境保護署署長滿意，內容須載有 (除其他事項外)環境保護署署長要求的資料和詳情，包括但不限於該地段發展工程可能引致的所有不良排污影響，以及建議實施的緩解措施、改善工程和其他措施與工程。

(b) 承授人須自費在環境保護署署長指定的期限內，以環境保護署署長全面滿意的方式，實施經環境保護署署長批准的排污影響評估所載的建議措施。

(c) 排污影響評估的技術方面須由香港工程師學會會員以土木工程為專業學科或特許土木工程師負責。

(d) 在環境保護署署長對排污影響評估作出書面批准前，不得在該地段或其任何部分展開建築工程(土地勘測、地盤平整工程及拆卸工程除外)。就此等條款而言，「土地勘測」按《建築物條例》所定義。

(e) 為免存疑及在不損害批地文件一般條款第2、3及4條的一般性的原則下，承授人特此承認及同意承授人須獨自負責自費實施經環境保護署署長批准的排污影響評估所載的建議措施，以令環境保護署署長全面滿意。政府及其人員毋須就承授人履行本特別條款的義務所引起或附帶引起對承授人造成或使之蒙受的任何代價、損失或損害承擔任何責任、義務或負債，而且承授人不得就任何該等代價、損失或損害向政府或其人員提出任何形式的索償。」

30. **噪音影響評估**

批地文件特別條款第(50)條

「(a) 承授人須在本協議訂立日起的12個曆月(或署長批准的其他延長期限)內，自費向署長提交或安排提交一份噪音影響評估 (下稱「噪音影響評估」) 予署長，以供其作書面審批，在所有方面使署長滿意。噪音影響評估須載有(除其他事項外) 署長要求的資料，包括但不限於所有因發展該地段可能產生的不利的噪音影響和採取適當的噪音緩解措施 (以下統稱為「噪音緩解措施」) 的建議。

(b) 承授人須自費在署長指定的期限內進行與實施署長批准的噪音影響評估內所建議的噪音緩解措施(下稱「經批准噪音緩解措施」)，並全面使署長滿意。

(c) 在噪音影響評估獲署長書面批准前，不得在該地段或其任何部分展開任何建築工程(土地勘測、地盤平整工程及拆卸工程除外)。

(d) 為免存疑及在不損害批地文件一般條款第2、3及4條的一般性的原則下，承授人特此承認及同意承授人須獨自負責自費實施經批准噪音緩解措施，以令署長全面滿意。政府及其人員毋須就承授人履行本特別條款的義務所引起或附帶引起對承授人造成或使之蒙受的任何代價、損失或損害承擔任何責任、義務或負債，而且承授人不得就任何該等代價、損失或損害向政府或其人員提出任何形式的索償。」

31. **隔音屏障**

批地文件特別條款第(51)條

「倘若經批准噪音緩解措施中包括在該地段上建立或建造伸展超出該地段的邊界而達到任何毗連政府土地上方及之上的隔音屏障 (下稱「隔音屏障」)，以下條件適用：

(a) 承授人須按建築事務監督批准的圖則自費設計、建立及建造隔音屏障，及在一切方面遵循《建築物條例》；

(b) 不得在毗連該地段的任何政府土地之上、上面或之下為隔音屏障建立地基或支撐物；

(c) 未經署長的事先書面批准，不得在隔音屏障或其任何部分之處或之上作出任何更改、增建、更換或附加裝置；

(d) 承授人須在所有時候自費維護、保養及維修隔音屏障或 (如獲署長批准) 任何替代物，使其保持良好及修繕妥當的狀態，在一切方面使署長滿意。如因按本特別條款(d)款進行任何工程需要實施臨時交通封路或改道，開展工程前必須就臨時交通安排獲得運輸署署長的書面同意；

(e) 隔音屏障不得用作隔音屏障以外的任何其他用途。未經署長的事先書面同意，承授人不得使用或容許或允許他人使用隔音屏障或其任何部分張貼廣告或展示任何招牌、告示或海報；

(f) 經署長事先書面批准，承授人、其承辦商、工人或任何獲承授人授權的人士可獲准不論是否備有工具、設備、機械、機器或車輛進入毗連該地段的政府土地，以按照本特別條款搭建、建造、檢查、維修、保養、清潔、翻新和更換伸越至該政府土地上之隔音屏障部分；

(g) 政府毋須就不論是否因本特別條款第(f)款提及的進入及進行工程引起或附帶引起的對承授人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或干擾承擔任何義務或責任，而且不得就任何該等損失、損害、滋擾或干擾向政府提出任何形式的索償；

(h) 承授人須在所有時候採取必要的預防措施，避免因隔音屏障的搭建、建造、維修、保養、更改、更新、更換、使用、拆卸或移除而對任何毗連該地段之政府土地及隔音屏障或進入或使用毗連該地段的政府土地及隔音屏障之任何人士或車輛造成任何損害或損傷；

(i) 署長有權在任何時候以絕對酌情權決定向承授人發出書面通知，要求承授人在收到該書面通知後及在書面通知日起的6個曆月內拆卸與移除伸展至政府土地的隔音屏障之部分，並不能設置任何替代物。承授人須在上述書面通知指定的期限內自費拆卸與移除上述隔音屏障之部分，以全面使署長滿意；

(j) 倘若承授人未能履行本特別條款下的責任，署長可進行所需工程及承授人須應要求向署長支付相等於該等工程費用的金額，該金額由署長決定，署長的決定所將作終論，並對承授人約束；

(k) 承授人須在批租年期所有時候允許署長、其人員、承辦商、代理、工人及任何署長授權的人士不論是否備有工具、設備、機械、機器或車輛，毋須付費有權自由和不受限制地通行、進出、往返及行經該地段或其任何部分及已建或擬建於其上的一幢或多幢建築物，以視察、檢查和監督按本特別條款第(a)、(d)及(i)款規定進行的任何工程及進行本特別條款第(j)款的任何工程或任何署長認為必要的任何其他工程；

(l) 政府及署長毋須就承授人因履行本特別條款的義務、署長行使本特別條款第(k)款進入的權利或按本特別條款第(j)款進行任何工程所引起或附帶引起對承授人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不得就任何該等損失、損害、滋擾或干擾向政府或署長或其授權人員提出任何形式的索償；

(m) 承授人須就隔音屏障的搭建、建造、存在、維修、保養、更改、更新、更換、使用、拆卸或移除或與本特別條款(j)款有關的工程所直接或間接地引起或與之相關的一切不論任何性質的責任、損失、損害、索償、費用、開支、收費、申索、訴訟或法律程序，向政府、署長、其人員、承辦商、代理、工人及任何署長授權的人士作出彌償，並保持令其獲得彌償。」

F. 對買方造成負擔的租用條件

32. **承授人的彌償責任**

批地文件一般條款第4條

「承授人須就任何違反此等條款或地政總署署長 (下稱「署長」，而其決定所將作終論，並對承授人約束) 認為任何因承授人使用該地段或發展或重建任何該地段或其部分或在該地段上進行的任何活動或在該地段上進行的任何其他工程而引致毗鄰或毗連土地或該地段損壞或土壤或地下水污染 (不論該等使用、發展或重建、活動或工程是否符合或違反此等條款) 直接或間接引起或附帶引起或與之相關的所有責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序向政府作出彌償及保持令其獲得彌償。」

33. **收回權**

批地文件一般條款第10條

「(a) 倘若承授人未能或疏忽執行、遵守或遵從任何此等條款，政府有權收回與接管該地段或其任何部分和在該地段上已建或擬建的所有或任何建築物、構築物及工程或其任何部分，本協議和承授人在本協議的權利將完全終止及結束(如收回僅涉及部分區域，則指該部分區域)，但不影響政府對任何違反、不遵守或不履行本協議條文及條款下的權利、補償及索償。

(b) 倘若承授人違反、不遵守或不履行本協議條文及條款導致政府收回土地，承授人無權要求退還其已付的地價或其中任何部分或任何付款或補償，不論是該土地或在該土地上已建或擬建的任何建築物的價值或承授人在籌備、平整或發展該地段或其任何部分的任何已花費的金額。」

34. **就現存建築物及構築物、伸延構築物及現存公用服務設施向政府作出彌償**

批地文件特別條款第(3)條

「(a) 承授人確認於本協議訂立日，該地段設有某些建築物及構築物 (此等建築物及構築物以下統稱「現存建築物及構築物」)，部分侵佔、伸延和凸出至毗鄰的政府土地 (該等侵佔、伸延和凸出至毗鄰政府土地的現存建築物及構築物部分以下統稱「伸延構築物」)。承授人須在本批地文件特別條款第(8)條列明的日期或之前，自費以署長全面滿意的方式拆卸及移除現存建築物及構築物和伸延構築物。如因現存建築物及構築物和伸延構築物的使用、存在或其後進行拆卸及移除而直接或間接令承授人招致或蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何義務或責任，而承授人須就現存建築物及構築物和伸延構築物的使用、存在或其後進行拆卸及移除而直接或間接引起的任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序向政府彌償並保持令其獲得彌償。

(b) 承授人確認於本協議訂立日，該地段及特別條款第(4)(a)(i)(l)條所指的綠色範圍之上、跨越該處、之下、其上或之內有某些現存公用服務設施 (上述公用服務設施以下簡稱「現存公用服務設施」)，並承諾於本批地文件特別條款第(8)條列明的日期或之前，自費以署長全面滿意的方式將現存公用服務設施移除、重鋪和改道。在所有現存公用服務設施以署長滿意的方式移除、重鋪和改道之前，承授人須允許政府及政府授權的公用事業公司於所有合理時間按其所需行使權利通行、進出、往返及行經該地段，以執行現存公用服務設施的保養、移除、重鋪和改道。如因現存公用服務設施的使用、存在、保養或其後拆除、移除和改道或因政府及上述公用事業公司行使本(b)款所訂權利等直接或間接令承授人招致或蒙受任何損失、損害、滋擾或干擾，政府概不就此承擔任何義務或責任，而承授人

須就現存公用服務設施的使用、存在、保養或其後移除、重鋪和改道而直接或間接引起的所有責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序向政府彌償並保持令其獲得彌償。

(c) 為免存疑，現存建築物及構築物、伸延構築物和現存公用服務設施的存在以及該地段是以受限於現存上述物件的原則批出，概不於任何方面寬免或解除、撤銷、減免或更改此等批地條款訂明承授人應有的義務，亦不影響或妨礙此等批地條款訂明政府可因應承授人違反、不遵守、不履行或不執行此等批地條款所訂義務而行使的權利及補償。」

35. **保育樹木**

批地文件特別條款第(10)條

「未經署長事先書面同意，不得移除或干擾該地段或毗連範圍內生長的樹木。署長在發出同意時，可對於樹木移植、補償性景觀美化或重植，施加他認為合適的條件。」

36. **園境美化**

批地文件特別條款第(11)條

「承授人須自費在該地段及平台（如有）無建築物的部分進行園景美化和種植樹木及灌叢，其　後並須保養及保持此等環境安全、清潔、整齊、井然和健康，以令署長滿意。」

37. **提供售樓處及示範單位**

批地文件特別條款第(19)條

「儘管有本批地文件特別條款第(12)(c)條允許之最大樓面總面積，承授人仍可在該地段任何一個或多個部分興建獨立的臨時構築物，作為售樓處和示範單位以及進行相關的市場推廣活動，以促銷依照此等批地條款規定已建或擬建於該地段的一座或多座建築物或其任何一個或多個部分，但售樓處和示範單位以及相關市場推廣活動的規模及期限須預先向署長申請書面批准。」

38. **車輛通道**

批地文件特別條款第(28)條

「除透過本文所夾附圖則顯示並標明的Z點往來X點與Y點之間或署長書面批准的其他地點外，承授人無權進出或往返該地段作車輛通道。如該地段進行發展或重建，署長可能准許在該地段指定位置興建臨時出入通道以供建築車輛駛入，但署長批准時可附加條件。發展或重建工程完竣後，承授人須自費於署長指定的期限內，以署長全面滿意的方式還原建有臨時出入通道的一個或多個地方。」

39. **土地後移**

批地文件特別條款第(41)條

「除非事前獲署長書面同意，而署長給予同意時可全權酌情附加其視為恰當的任何條款與條件，包括收取署長指定的地價後額外批出政府土地作為該地段的增批地段，承授人不得在毗鄰或毗連該地段的任何政府土地進行削土、移土或土地後移工程，或在任何政府土地進行建造、填土工程或任何性質的斜坡處理工程。」

40. **禁止碎石**

批地文件特別條款第(43)條

「如事前未獲署長書面批准，不可在該地段使用碎石機。」

41. **廢土或廢料**

批地文件特別條款第(45)條

「(a) 如有來自該地段或任何受該地段發展工程影響的其他地方之泥土、廢土、廢料、建築廢物或建造物料（以下簡稱「廢物」）堆積腐爛、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘或海床、污水管、雨水渠或明渠或其他政府產業（以下簡稱「政府產業」），承授人必須自費清理廢物並修復政府產業蒙受的任何損害。承授人應就此等堆積腐爛、沖下或傾倒廢物不論直接或間接導致或引致私人財產受損或滋擾引起的任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序向政府彌償，並保持令其獲得彌償。

(b) 儘管有本特別條款(a)款之規定，署長仍可（但無責任必須）在承授人要求時清理政府產業的廢物和修復任何損害。承授人須在政府要求時支付相關的費用。」

42. **對設施的損壞**

批地文件特別條款第(46)條

「承授人時刻須採取或達致他人採取所有妥善及足夠的護理、工藝和預防措施，尤其是在任何建造、保養、更新或修理工程（以下簡稱「工程」）施工期間，藉以避免損壞、干擾或阻塞位於該地段或其任何部分、綠色範圍、該地段或其任何部分與綠色範圍兩者或該處之內、其上、跨越該處、其下鋪設或毗鄰該處的任何政府或其他現有排水渠、水道或渠道、總喉、道路、行人道、街道傢俬、污水管、明渠、水管、電纜、電線、公用服務設施或任何其他工程或裝置（以下統稱「服務設施」）。承授人執行任何此等工程之前，必須按需進行或達致進行妥當的調查和查詢，以核實服務設施的現況及水平位置，並須以書面向署長提交處理任何可能受工程影響的服務設施之建議書以待全面審批。直至署長以書面批准工程及上述建議書為止，承授人不得展開任何工程。此外，承授人須遵從和自費履行署長給予上述批准時就服務設施制訂的規定，包括作出任何必要的改道、重鋪或還原工程的費用。承授人須自費以署長全面滿意的方式修理、修復及還原工程（明渠、污水管、雨水渠或總喉例外，除因非署長另作決定，否則此等渠道應由署長修復，而承授人須在要求時向政府支付有關工程的費用）所導致或引起該地段、綠色範圍、該地段或其任何部分與綠色範圍兩者或任何服務設施蒙受的任何損害、干擾或阻塞。如承授人沒有在該地段或其任何部分、綠色範圍、該地段或其任何部分與綠色範圍兩者或任何服務設施執行此等必要的改道、重鋪、修理、修復或還原工程以令署長滿意，署長可按其視為必要執行此等改道、重鋪、修理、還原或修復工程，承授人須在要求時向政府支付有關工程的費用。」

43. **淨化海港計劃污水隧道保護區及外圍保護區**

批地文件特別條款第(52)條

「(a) 承授人確認目前在該地段下面、之下、之內已建並運作一條污水隧道，在批地文件夾附的圖則上在兩條虛線中間顯示及註明「SEWAGE　TUNNEL」(以下稱為「污水隧道」)　和淨化海港計劃污水隧道保護區，在批地文件夾附的圖則上在兩條虛線中間顯示與註明「HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL PROPTECTION AREA」　和淨化海港計劃污水隧道外圍保護區，在批地文件夾附的圖則上的在虛線的北面顯示與註明「HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL OUTER PROPTECTION AREA」。現保留予政府、其人員、代理、承辦商、工人及政府授權的其他人士在所有時間、帶同或不帶同工具、設備、機械、機器或車輛自由及不受限制地通行、進出、往返及行經該地段或其部分，以運作、檢查、保養、維修、翻新及重建污水隧道和進行署長可能要求或授權的任何其他工程。政府、其人員、代理、承辦商、工人或政府授權的其他人士就他們行使本特別條款賦予的權利或上述運作、檢查、保養、維修、翻新及重建污水隧道和署長要求或授權的其他任何工程引起或附帶引起承授人或任何其他人蒙受的任何損失、損害、滋擾或干擾，毋須承擔任何責任，承授人亦不能就上述任何損失、損害、滋擾或干擾要求補償或其他賠償。

(b) 在不影響特別條款第(46)條的前提下，承授人須在所有時間，特別是在進行工程期間自費採取或促使他人採取一切適當及充分的謹慎、技術及預防措施，避免對污水隧道造成任何損壞、干擾或阻礙。承授人在進行任何工程之前必須提交如何保護污水隧道以免受工程造成任何損壞的書面建議給署長全面批准。在署長就該工程及上述建議發出書面批准之前，承授人不能進行任何該等工程。承授人必須自費遵守署長授予上述批准時可能施加有關污水隧道的任何要求。」

44. **不得設置墳墓或骨灰龕**

批地文件特別條款第(55)條

「不得在該地段上豎立或建造墳墓或骨灰龕，亦不得在該地段內或其上不論以陶罐、骨灰甕或其他形式安葬或存放任何人類骸骨或動物骸骨。」

45. **行人天橋支座及接駁**

批地文件特別條款第(57)條

「(a) 承授人可自費並在一切方面令署長滿意下，在批地文件夾附並標記為「圖則A」的圖則上（下稱「圖則A」）所示及標記為「P1」及「P2」的兩點之間的該地段內，或在署長可能批准的其他地點及位置，搭建、建造及提供結構支撐物和連接物　(下稱「行人天橋支撐物及連接物」)，以接駁、承接及支撐將來可能在該地段以北的政府土地上約於圖則A上以棕色邊線標示及標記為「擬建行人天橋」的位置，或在署長可能批准的其他位置建造的行人天橋(下稱「擬建行人天橋」)。

(b) (i)　現保留予政府、其承租人、租戶和政府授權建造擬建行人天橋的人士，將擬建行人天橋連接至行人天橋支撐物及連接物而毋須付費的權利。

(ii) 現保留予政府、其承租人、租戶、政府授權建造擬建行人天橋的人士、擬建行人天橋當時的業主、以及其各自的人員、承辦商、代理、工人及其各自授權的任何其他人士在所有合理時間及給予事先通知後，不論是否備有工具、設備、機械、機器或車輛，毋須付費有權暫時佔用及自由和不受限制地通行、進出、往返及行經該地段或其任何部分及已建或擬建於其上的一幢或多幢建築物或其任何部分，以建造、檢查、管理、保養、維修及翻新擬建行人天橋，以及將擬建行人天橋接駁至行人天橋支撐物及連接物的權利。

(c) 政府、其人員、代理、承辦商、工人或其他獲授權的人士，對於因行使本特別條款(a) 及 (b) 款所授予的權利及建造擬建行人天橋與否直接或間接不論如何引起或與之有關或附帶導致承授人或任何其他人蒙受的任何損失、損害、滋擾或干擾，概毋須承擔義務或責任。承授人不得就任何該等損失、損害、滋擾或干擾向政府、其人員、代理、承辦商、工人或其他獲授權的人士提出任何申索。

(d) 承授人在此確認及同意，政府絕不表示或保證擬建行人天橋將會建造或若於日後拆卸後會重建，而若擬建行人天橋或其任何部分未有建造或於拆卸後未有重建，政府對於因此而直接或間接不論如何引起或與之有關或附帶導致承授人或任何其他人蒙受的任何損失、損害、滋擾或干擾，概毋須承擔義務或責任。承授人不得就任何該等損失、損害、滋擾或干擾向政府提出任何申索。

(e) 承授人須就任何承授人、其人員、工人及承辦商就行人天橋支撐物及連接物的建造、改動、維修、保養及管理所作或忽略作出的任何事情直接或間接引起或附帶引起或與之相關的所有責任、索償、損失、損害、開支、收費、費用、要求、申索及法律程序向政府、其人員、代理、承辦商、工人或其他獲授權的人士作出彌償，並保持令其獲得彌償。

(f) 為免生疑問，就計算本批地文件特別條款第(12)(c)(i)、(12)(c)(ii)及(12)(c)(iii)條所訂明的總樓面面積而言，行人天橋支撐物及連接物須計算在內。」

46. **另見上文E部第13、14、19、20 (不包括批地文件特別條款第(31)條) 、22、24、25、26及27段。**

註：

1. 批地文件中所稱的「承授人」指該批地文件下的承授人，且根據文意亦包括其繼承人及受讓人。
2. 批地文件中所稱的「署長」指地政總署署長。
3. 詳情請參閱批地文件，批地文件副本可於售樓處開放時間內免費查閱。

A. The lot number of the land on which the Phase is situated:

1. The Phase is constructed or to be constructed on Kowloon Inland Lot No.11279 ("**the lot**").

B. The term of years under the lease:

2. The lot is held under Conditions of Grant No.20389 (as varied or modified by a Modification Letter dated 7 July 2025 and registered in the Land Registry by Memorial No.25071400690023) ("**the Government Grant**") for a term of 50 years commencing from 3 December 2021.

C. The user restrictions applicable to that land:

3. User

Special Condition No. (9) of the Government Grant

"(a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.

(b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:

(i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for the avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;

(ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than three basement levels), for private residential purposes; and

(iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.

(c) Any floor to be used solely for accommodating the parking, loading and unloading spaces and the Public Vehicle Park to be provided in accordance with Special Conditions Nos. (29), (30) and (38) hereof or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause shall be final and binding on the Grantee.

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

4. No grave or columbarium

Special Condition No. (55) of the Government Grant

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

D. Facilities that are required to be constructed and provided for the Government, or for public use:

5. Private streets, roads and lanes

General Condition No. 8 of the Government Grant

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

6. Green Area

Special Condition No. (4) of the Government Grant

"(a) The Grantee shall:

(i) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter collectively referred to as "the Green Area"); and

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

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

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (5) hereof.

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

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

Special Condition No. (5) of the Government Grant

"For the purpose only of carrying out the necessary works specified in Special Condition No. (4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area together with the Structures shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (4) hereof or otherwise."

Special Condition No. (6) of the Government Grant

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof."

Special Condition No. (7) of the Government Grant

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

(i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(b) hereof and any other works which the Director may consider necessary in the Green Area;

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

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

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

7. Reserved Area

Special Condition No. (14) of the Government Grant

"(a) There shall be excepted and reserved to the Government the stratum of land and airspace within the area shown coloured pink hatched black on the plan annexed hereto between the levels of 1.7 metres above the Hong Kong Principal Datum and 11.1 metres above the Hong Kong Principal Datum (which stratum of land and airspace are hereinafter collectively referred to as "the Reserved Area").

(b) The Grantee shall have no right of or title to the ownership, possession or use of the Reserved Area except as provided in Special Conditions Nos. (15), (16) and (17) hereof and no building or structure unless otherwise provided for in these Conditions shall be erected or constructed within the Reserved Area.

(c) The Grantee shall have no right to object to or make any claim for compensation whatsoever against the Government whether under any enactment or otherwise in respect of the rights reserved under sub-clause (a) of this Special Condition or for any loss, damage, nuisance, annoyance or detriment of any kind whatsoever in respect of or as a consequence of the use of the Reserved Area as the future public roads referred to in Special Condition No. (15) hereof."

Special Condition No. (15) of the Government Grant

"(a) The Grantee shall:

(i) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads within the Reserved Area; and

(II) provide and construct such culverts, pavements, sewers, drains, water mains or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Reserved Area Structures") so that vehicular and pedestrian traffic may be carried on the Reserved Area;

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Reserved Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and

(iii) maintain at his own expense the Reserved Area together with the Reserved Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the whole of the Reserved Area has been delivered in accordance with Special Condition No. (16) hereof.

(b) In the event of the non-fulfilment or breach of the Grantee's obligations under sub-clause (a) of this Special Condition (including any neglect or failure by the Grantee to perform, observe or comply with the notice served upon him under sub-clause (c) of this Special Condition within the period specified therein), the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

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

Special Condition No. (16) of the Government Grant

"For the purpose only of carrying out the necessary works specified in Special Condition No. (15) hereof, the Grantee shall on the date of this Agreement be granted possession of the Reserved Area. The Reserved Area (or any part or parts thereof as the Director shall at his sole discretion specify or require) together with the Reserved Area Structures shall be re-delivered to the Government on demand at any time or times and in any event the Reserved Area together with the Reserved Area Structures shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times upon the fulfilment of the Grantee's obligations under Special Condition No. (15)(a) hereof and prior to the re-delivery of possession of the whole of the Reserved Area allow free access over and along the Reserved Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (15) hereof or otherwise."

Special Condition No. (17) of the Government Grant

"The Grantee shall not without the prior written consent of the Director use the Reserved Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (15) hereof."

Special Condition No. (18) of the Government Grant

"(a) The Grantee shall at all reasonable times prior to the re-delivery of possession of the whole of the Reserved Area:

(i) permit the Government, the Director, their officers, agents, contractors, workmen and any other persons authorized by them, the right of ingress, egress and regress to, from and through the lot and the Reserved Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (15) (a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (15) (b) hereof and any other works which the Director may consider necessary in the Reserved Area;

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

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

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

For the purpose of Special Conditions Nos. (14), (15), (16), (17) and (18) hereof only, the expression "Grantee" shall exclude his successors and assigns."

8. Public Vehicle Park

Special Condition No. (38) of the Government Grant

"(a) In addition to the requirements to provide parking, loading and unloading spaces under and in accordance with Special Condition No. (29) (as may be varied under Special Condition No. (31) hereof) and Special Condition No. (30) hereof, the Grantee shall on or before the date specified under Special Condition No. (8) hereof (or such other date as may be approved by the C for T and the Director), at his own expense in all respects to the satisfaction of the C for T and in accordance with these Conditions and the PVP Layout Plan as defined and approved under sub-clause (b) of this Special Condition and all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:

(i) erect and construct and thereafter provide and maintain within the lot a public vehicle park (hereinafter referred to as "the Public Vehicle Park"); and

(ii) provide within the Public Vehicle Park:

(I) 100 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and

(II) 20 spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.

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

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

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

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

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

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

(h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, there shall not be taken into account the Public Vehicle Park (including all the parking spaces, turning circles, means of access and circulation areas provided within the Public Vehicle Park and any other areas or spaces as the Director may in his sole discretion consider appropriate). The total gross floor area of the Public Vehicle Park and which area or areas shall be designated as and form part of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding upon the Grantee.

(i) The parking spaces provided within the Public Vehicle Park shall not be used for any purposes other than for the parking of motor vehicles and motor cycles licensed under the Road Traffic Ordinance and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(j) Upon completion of the Public Vehicle Park in compliance with this Special Condition, the Grantee shall commence to operate the Public Vehicle Park and thereafter at all times during the term hereby agreed to be granted, continue to operate, uphold, maintain, repair, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and at all times on a scale and in a manner to the satisfaction of the C for T and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parking which are or may at any time be in force in Hong Kong.

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

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

9. Parking Information

Special Condition No. (39) of the Government Grant

"(a) The Grantee shall:

(i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as "the Facilities, Installations and Equipment") to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as "the Parking Information System Area") for the purpose of submitting information relating to and associated with:

(I) the Visitors' Parking Spaces, the Non-Industrial Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces and the Parking Spaces for Disabled Persons; and

(II) the spaces provided for the parking of motor vehicles in the Public Vehicle Park in accordance with Special Condition No. (38) hereof,

including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinaftercollectively referred to as "the Parking Information") as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than the removal works referred to in Special Condition No. (3) hereof and site formation works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "site formation works" shall be as defined in the Buildings Ordinance;

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Grantee's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Grantee's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Grantee's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T;

(iii) at all reasonable times throughout the term hereby agreed to be granted permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition.

(b) The Grantee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Grantee) and thereafter at all times throughout the term hereby agreed to be granted, at the Grantee's own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Grantee).

(c) The Grantee hereby:

(i) gives his consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise by such government department or third party; and

(ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; any omission, mistake, neglect or default by the Grantee in relation to submitting the Parking Information in accordance with sub-clause (b) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition.

(f) The Parking Information System Area shall be designated as and form part of the Common Areas referred to in Special Condition No. (36) hereof."

10. Restriction on alienation of the Public Vehicle Park

Special Condition No. (40) of the Government Grant

"Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not, throughout the term hereby agreed to be granted, assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or enter into agreement so to do except as a whole provided that the Grantee may underlet the parking spaces in the Public Vehicle Park subject to the conditions as stipulated in Special Conditions Nos. (38)(g) and (38)(i) hereof provided that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, covering the parking spaces within the Public Vehicle Park or part or parts thereof, to which such underletting relates."

11. Construction of drains and channels & Connecting drains and sewers

Special Condition No. (47) of the Government Grant

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

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

12. Automatic meter reading for fresh water supplies

Special Condition No. (48) of the Government Grant

"(a) The Grantee shall on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as "the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:

(i) a layout plan showing the locations of the AMR Outstations;

(ii) details of the design, layout and equipment for building up the AMR Outstations; and

(iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.

(c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of this Special Condition. The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under sub-clause (b) of this Special Condition are hereinafter referred to as "the Approved AMR Outstations".

(d) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee, there are structures, objects or materials erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.

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

(g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Grantee on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

(h) The Grantee shall at all times throughout the term hereby agreed to be granted permit the Water Authority, its officers, contractors, agents, its or their workmen and other persons duly authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:

(i) inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (a), (d) and (e) of this Special Condition;

(ii) carrying out any works under sub-clause (f) of this Special Condition; and

(iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.

(i) The Government, the Water Authority, their officers, contractors, agents, its or their workmen and other persons duly authorized by the Water Authority shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition or otherwise, and no claim whatsoever shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(j) The Grantee shall indemnify and keep indemnified the Government, the Water Authority, their officers, contractors, agents, workmen and other persons duly authorized by the Water Authority from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition."

E. The grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:

13. Maintenance

General Condition No. 6 of the Government Grant

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

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

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

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

14. Green Area

Special Condition No. (4) of the Government Grant

"(a) The Grantee shall:

(i) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter collectively referred to as "the Green Area"); and

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

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

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (5) hereof.

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

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

Special Condition No. (5) of the Government Grant

"For the purpose only of carrying out the necessary works specified in Special Condition No. (4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area together with the Structures shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (4) hereof or otherwise."

Special Condition No. (6) of the Government Grant

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof."

Special Condition No. (7) of the Government Grant

" (a) The Grantee shall at all reasonable times while he is in the possession of the Green Area:
(i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(b) hereof and any other works which the Director may consider necessary in the Green Area;
(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
(iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.

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

15. Building covenant

Special Condition No. (8) of the Government Grant

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

16. Landscaping

Special Condition No. (11) of the Government Grant

"The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director."

17. Greenery Area

Special Condition No. (13) of the Government Grant

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

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

(iii) Except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Special Condition No. (26)(a)(v) hereof, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission."

18. Reserved Area

Special Condition No. (14) of the Government Grant

"(a) There shall be excepted and reserved to the Government the stratum of land and airspace within the area shown coloured pink hatched black on the plan annexed hereto between the levels of 1.7 metres above the Hong Kong Principal Datum and 11.1 metres above the Hong Kong Principal Datum (which stratum of land and airspace are hereinafter collectively referred to as "the Reserved Area").

(b) The Grantee shall have no right of or title to the ownership, possession or use of the Reserved Area except as provided in Special Conditions Nos. (15), (16) and (17) hereof and no building or structure unless otherwise provided for in these Conditions shall be erected or constructed within the Reserved Area.

(c) The Grantee shall have no right to object to or make any claim for compensation whatsoever against the Government whether under any enactment or otherwise in respect of the rights reserved under sub-clause (a) of this Special Condition or for any loss, damage, nuisance, annoyance or detriment of any kind whatsoever in respect of or as a consequence of the use of the Reserved Area as the future public roads referred to in Special Condition No. (15) hereof."

Special Condition No. (15) of the Government Grant

"(a) The Grantee shall:
(i) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
(I) lay and form those portions of future public roads within the Reserved Area; and
(II) provide and construct such culverts, pavements, sewers, drains, water mains or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Reserved Area Structures") so that vehicular and pedestrian traffic may be carried on the Reserved Area;
(ii) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Reserved Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
(iii) maintain at his own expense the Reserved Area together with the Reserved Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the whole of the Reserved Area has been delivered in accordance with Special Condition No. (16) hereof.

(b) In the event of the non-fulfilment or breach of the Grantee's obligations under sub-clause (a) of this Special Condition (including any neglect or failure by the Grantee to perform, observe or comply with the notice served upon him under sub-clause (c) of this Special Condition within the period specified therein), the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

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

Special Condition No. (16) of the Government Grant

"For the purpose only of carrying out the necessary works specified in Special Condition No. (15) hereof, the Grantee shall on the date of this Agreement be granted possession of the Reserved Area. The Reserved Area (or any part or parts thereof as the Director shall at his sole discretion specify or require) together with the Reserved Area Structures shall be re-delivered to the Government on demand at any time or times and in any event the Reserved Area together with the Reserved Area Structures shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times upon the fulfilment of the Grantee's obligations under Special Condition No. (15)(a) hereof and prior to the re-delivery of possession of the whole of the Reserved Area allow free access over and along the Reserved Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (15) hereof or otherwise."

Special Condition No. (17) of the Government Grant

"The Grantee shall not without the prior written consent of the Director use the Reserved Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (15) hereof."

Special Condition No. (18) of the Government Grant

"(a) The Grantee shall at all reasonable times prior to the re-delivery of possession of the whole of the Reserved Area:

(i) permit the Government, the Director, their officers, agents, contractors, workmen and any other persons authorized by them, the right of ingress, egress and regress to, from and through the lot and the Reserved Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (15)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (15)(b) hereof and any other works which the Director may consider necessary in the Reserved Area;

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

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

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

For the purpose of Special Conditions Nos. (14), (15), (16), (17) and (18) hereof only, the expression "Grantee" shall exclude his successors and assigns."

19. Recreational facilities

Special Condition No. (20) of the Government Grant

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

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, subject to Special Condition No. (54)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculations.

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

(i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (26)(a)(v) hereof;

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

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

20. Parking requirements

Special Condition No. (29) of the Government Grant

"(a) (i) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as "the C for T") for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below:

Size of each residential unit	Number of the residential parking spaces to be provided under this sub-clause (a)(i)
Less than 40 square metres	One space for every 22.22 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 12.69 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 4.23 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.61 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 1.18 residential units or part thereof
Not less than 160 square metres	One space for every 0.93 residential unit or part thereof

The spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as "the Residential Parking Spaces". For the purpose of these Conditions, "motor vehicle" shall be as defined in the Road Traffic Ordinance.

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance (the spaces to be provided under this sub-clause (a)(iii) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as "the Visitors' Parking Spaces") shall be provided within the lot to the satisfaction of the C for T at a rate to be calculated by reference to the number of residential units provided in any block of residential units erected or to be erected on the lot as set out in the table below:

Number of residential units per block	Number of the Visitors' Parking Spaces per block
30 or below	1
31 to 45	2
46 to 60	3
61 to 75	4
above 75	5

(iv) The Residential Parking Spaces and the Visitors' Parking Spaces shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i) and (a)(iii) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(b) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance at a rate of one space for every 200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes (the spaces to be provided under this sub-clause (b)(i) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as "the Non-Industrial Parking Spaces").

(iii) The Non-Industrial Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or for the provision of motor vehicle cleaning and beauty services or otherwise.

(c) (i) Out of the Residential Parking Spaces, the Visitors' Parking Spaces and the Non-Industrial Parking Spaces, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for Disabled Persons") as the Building Authority may require or approve. For the purpose of these Conditions, "disabled persons" shall be as defined in the Road Traffic Ordinance, and "Building Authority" shall be as defined in the Buildings Ordinance.

(ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or for the provision of motor vehicle cleaning and beauty services or otherwise.

(d) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at the following rates:

(I) one space for every 100 residential units or part thereof provided in any block of residential units erected or to be erected on the lot (the spaces to be provided under this sub-clause (d)(i)(I) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as "the Residential Motor Cycle Parking Spaces"); and

(II) 10% of the total number of the Non-Industrial Parking Spaces (the spaces to be provided under this sub-clause (d)(i)(II) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as "the Non-Industrial Motor Cycle Parking Spaces").

If the number of the Residential Motor Cycle Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces to be provided is a decimal number, the same shall be rounded up to the next whole number. For the purpose of these Conditions, "motor cycle" shall be as defined in the Road Traffic Ordinance.

(ii) The Residential Motor Cycle Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or for the provision of motor vehicle cleaning and beauty services or otherwise.

(f) The Grantee shall:
(i) on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense, to such standards and design to the satisfaction of the Director of Electrical and Mechanical Services, and in all respects in compliance with the Buildings Ordinance and the Electricity Ordinance, any regulations made thereunder and any amending legislation:
(I) provide and install charging facilities for electric vehicles including, but not limited to, fixed electrical installations and installation of final circuits, in all the parking spaces provided in accordance with sub-clauses (a), (b), (c) and (d) of this Special Condition and Special Condition No. (38) hereof; and
(II) in addition to the requirement in sub-clause (f)(i)(I) of this Special Condition, provide and install electric vehicle medium chargers including the final circuits in not less than 30% of the parking spaces provided in accordance with sub-clauses (a), (b) and (c) of this Special Condition and Special Condition No. (38) hereof with at least one electric vehicle medium charger for each of such parking spaces; and
(ii) throughout the term hereby agreed to be granted, at the Grantee's own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services, upkeep, maintain, repair and manage the charging facilities for electric vehicles and electric vehicle medium chargers provided and installed under sub-clauses (f)(i)(I) and (f)(i)(II) of this Special Condition in good repair and operational condition."

Special Condition No. (30) of the Government Grant

"(a) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles at the following rates:
(i) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot for residential purposes subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential unit; and
(ii) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings or part or parts thereof erected or to be erected on the lot for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes.

(b) Out of the total spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition, the first 65% shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres and the remaining spaces shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres provided that if the number of spaces to be provided is a decimal number, it shall be rounded up to the next whole number. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

(c) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded."

Special Condition No. (31) of the Government Grant

"(a) Notwithstanding Special Conditions Nos. (29)(a)(i), (29)(a)(iii), (29)(b)(i), (29)(d)(i)(I) and (29)(d)(i)(II) hereof, the Grantee may increase or reduce the respective number of spaces required to be provided under the said Special Conditions by not more than 5% provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective number of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces (without taking into account the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5%.

(c) Notwithstanding Special Conditions Nos. (29)(a), (29)(b), (29)(d), (29)(e) and (30) hereof and sub-clauses (a) and (b) of this Special Condition, the Grantee may increase or reduce the respective number and dimensions of spaces required to be provided under the said Special Conditions or sub-clauses to such other numbers and dimensions as may be approved in writing by the C for T, and such increase or reduction shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval subject to such terms and conditions as he sees fit, including the payment by the Grantee of any premium and administrative fee as shall be determined by the Director."

Special Condition No. (32) of the Government Grant

"(a) The Grantee shall at all times throughout the term hereby agreed to be granted permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Conditions Nos. (29), (30) and (31) hereof by the Grantee.

(b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition."

Special Condition No. (33) of the Government Grant

"(a) For the purpose of calculating the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c)(i), (12)(c)(ii) and (12)(c)(iii) hereof,
(i) there shall not be taken into account
(I) the spaces provided in accordance with Special Condition No. (29) hereof (as may be varied under Special Condition No. (31) hereof) if they are provided below the ground level; and
(II) the spaces provided in accordance with Special Condition No. (30) hereof if they are provided at or below the ground level;
(ii) if the spaces provided in accordance with Special Condition No. (29) hereof (as may be varied under Special Condition No. (31) hereof) are provided at or above the ground level or the spaces provided in accordance with Special Condition No. (30) hereof are provided above the ground level, 50% of such spaces together with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c)(i), (12)(c)(ii) and (12)(c)(iii) hereof as to which the decision of the Director shall be final and binding on the Grantee.

(b) Notwithstanding sub-clause (a)(ii) of this Special Condition, the Director at his sole discretion may subject to the payment by the Grantee of any premium and administrative fee as shall be determined by the Director exclude any spaces and other areas referred to in sub-clause (a)(ii) of this Special Condition from the calculation of the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c)(i), (12)(c)(ii) and (12)(c)(iii) hereof as to which the decision of the Director shall be final and binding on the Grantee.

(c) For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level or whether any space is at, above or below the ground level shall be final and binding on the Grantee."

Special Condition No. (34) of the Government Grant

"(a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be assigned except

(i) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

(ii) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot.

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

(b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.

(c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.

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

Special Condition No. (35) of the Government Grant

"(a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Non-Industrial Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces shall not be assigned except

(i) together with undivided shares in the lot giving the right of exclusive use and possession of a unit or units for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes in the building or buildings erected or to be erected on the lot; or

(ii) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a unit or units for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes in the building or buildings erected or to be erected on the lot.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Non-Industrial Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.

(c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole."

21. Common Areas

Special Condition No. (36) of the Government Grant

"Notwithstanding Special Condition Nos. (34) and (35) hereof, the Visitors' Parking Spaces, the spaces provided within the lot in accordance with Special Condition No. (30)(a) hereof (as may be varied respectively under Special Condition No. (31) hereof) and the Parking Spaces for Disabled Persons shall be designated as and form part of the Common Areas."

22. Car Park Layout Plans

Special Condition No. (37) of the Government Grant

"(a) The Grantee shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (29) (as may be varied under Special Condition No. (31) hereof) and (30) hereof and the Public Vehicle Park to be provided within the lot in accordance with Special Condition No. (38) hereof and the spaces which are the subject of the Parking Information to be designated within the lot in accordance with Special Condition No. (39) hereof respectively, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance) (hereinafter referred to as "the Car Park Layout Plans"). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.

(b) The said parking, loading and unloading spaces indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (29), (30) and (38) hereof. The Grantee shall maintain all parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.

(c) Except for the spaces indicated on the Car Park Layout Plans, no part of the lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles set out respectively in Special Conditions Nos. (29), (30) and (38) hereof.

(d) No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (24)(c) hereof and a building mortgage under Special Condition No. (24)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to the deposit and submission of the Car Park Layout Plans in accordance with sub-clause (a) of this Special Condition.

(e) The Grantee hereby:

(i) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and

(ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of this Special Condition.

(f) For the purpose of sub-clause (e) of this Special Condition, the Grantee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying modifying, disclosure and dissemination of the Car Park Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party.

(h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of this Special Condition."

23. Public Vehicle Park

Special Condition No. (38) of the Government Grant

"(a) In addition to the requirements to provide parking, loading and unloading spaces under and in accordance with Special Condition No. (29) (as may be varied under Special Condition No. (31) hereof) and Special Condition No. (30) hereof, the Grantee shall on or before the date specified under Special Condition No. (8) hereof (or such other date as may be approved by the C for T and the Director), at his own expense in all respects to the satisfaction of the C for T and in accordance with these Conditions and the PVP Layout Plan as defined and approved under sub-clause (b) of this Special Condition and all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:

(i) erect and construct and thereafter provide and maintain within the lot a public vehicle park (hereinafter referred to as "the Public Vehicle Park"); and

(ii) provide within the Public Vehicle Park:

(I) 100 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and

(II) 20 spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.

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

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

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

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

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

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

(h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, there shall not be taken into account the Public Vehicle Park (including all the parking spaces, turning circles, means of access and circulation areas provided within the Public Vehicle Park and any other areas or spaces as the Director may in his sole discretion consider appropriate). The total gross floor area of the Public Vehicle Park and which area or areas shall be designated as and form part of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding upon the Grantee.

(i) The parking spaces provided within the Public Vehicle Park shall not be used for any purposes other than for the parking of motor vehicles and motor cycles licensed under the Road Traffic Ordinance and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(j) Upon completion of the Public Vehicle Park in compliance with this Special Condition, the Grantee shall commence to operate the Public Vehicle Park and thereafter at all times during the term hereby agreed to be granted, continue to operate, uphold, maintain, repair, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and at all times on a scale and in a manner to the satisfaction of the C for T and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parking which are or may at any time be in force in Hong Kong.

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

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

24. Parking Information

Special Condition No. (39) of the Government Grant

"(a) The Grantee shall:

(i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as "the Facilities, Installations and Equipment") to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as "the Parking Information System Area") for the purpose of submitting information relating to and associated with:

(I) the Visitors' Parking Spaces, the Non-Industrial Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces and the Parking Spaces for Disabled Persons; and

(II) the spaces provided for the parking of motor vehicles in the Public Vehicle Park in accordance with Special Condition No. (38) hereof,

including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as "the Parking Information") as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than the removal works referred to in Special Condition No. (3) hereof and site formation works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "site formation works" shall be as defined in the Buildings Ordinance;

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Grantee's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Grantee's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Grantee's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T;

(iii) at all reasonable times throughout the term hereby agreed to be granted permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition.

(b) The Grantee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Grantee) and thereafter at all times throughout the term hereby agreed to be granted, at the Grantee's own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Grantee).

(c) The Grantee hereby:

(i) gives his consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise by such government department or third party; and

(ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; any omission, mistake, neglect or default by the Grantee in relation to submitting the Parking Information in accordance with sub-clause (b) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition.

(f) The Parking Information System Area shall be designated as and form part of the Common Areas referred to in Special Condition No. (36) hereof."

25. Cutting away

Special Condition No. (42) of the Government Grant

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

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (41) hereof.

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

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

26. Anchor maintenance

Special Condition No. (44) of the Government Grant

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

27. Construction of drains and channels & Connecting drains and sewers
Special Condition No. (47) of the Government Grant

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

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

28. Automatic meter reading for fresh water supplies
Special Condition No. (48) of the Government Grant

"(a) The Grantee shall on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as "the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:
(i) a layout plan showing the locations of the AMR Outstations;
(ii) details of the design, layout and equipment for building up the AMR Outstations; and
(iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.

(c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of this Special Condition. The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under sub-clause (b) of this Special Condition are hereinafter referred to as "the Approved AMR Outstations".

(d) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee, there are structures, objects or materials erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove suchstructures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.

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

(g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Grantee on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

(h) The Grantee shall at all times throughout the term hereby agreed to be granted permit the Water Authority, its officers, contractors, agents, its or their workmen and other persons duly authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:
(i) inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (a), (d) and (e) of this Special Condition;
(ii) carrying out any works under sub-clause (f) of this Special Condition; and
(iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.

(i) The Government, the Water Authority, their officers, contractors, agents, its or their workmen and other persons duly authorized by the Water Authority shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition or otherwise, and no claim whatsoever shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(j) The Grantee shall indemnify and keep indemnified the Government, the Water Authority, their officers, contractors, agents, workmen and other persons duly authorized by the Water Authority from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition."

29. Sewerage impact assessment
Special Condition No. (49) of the Government Grant

"(a) The Grantee shall within twelve calendar months from the date of this Agreement (or such other extended period as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director of Environmental Protection (hereinafter referred as "the DEP") submit or cause to be submitted to the DEP for his approval in writing a sewerage impact assessment (hereinafter referred to as "SIA") containing, among others, such information and particulars as the DEP may require including but not limited to all adverse sewerage impact as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Grantee shall at his own expense implement the recommendations in the SIA as approved by the DEP in all respects to the satisfaction of the DEP and within such time limit as may be stipulated by the DEP.

(c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.

(d) No building works (except ground investigation, site formation works and demolition works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the DEP. For the purpose of these Conditions, "ground investigation" shall be as defined in the Buildings Ordinance.

(e) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. 2, 3 and 4 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the SIA as approved by the DEP in all respects to the satisfaction of the DEP. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any

cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss."

30. Noise impact assessment

Special Condition No. (50) of the Government Grant

"(a) The Grantee shall within twelve calendar months from the date of this Agreement (or such other extended period as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a noise impact assessment (hereinafter referred to as "NIA") on the development of the lot containing, among others, such information as the Director may require including but not limited to all adverse noise impacts on the development of the lot and proposals for appropriate noise mitigation measures (hereinafter referred to as "Noise Mitigation Measures").

(b) The Grantee shall at his own expense and within such time limits as shall be stipulated by the Director carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director.

(c) No building works (except ground investigation, site formation works and demolition works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.

(d) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. 2, 3 and 4 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss."

31. Noise barrier

Special Condition No. (51) of the Government Grant

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

(a) the Grantee shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance;

(b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;

(c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;

(d) the Grantee shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director and if temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause (d), written agreement of the C for T on the temporary traffic arrangement shall have been obtained before commencement of any works;

(e) the Noise Barrier shall not be used for any purpose other than noise barrier and the Grantee shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever except with the prior written consent of the Director;

(f) subject to the prior written approval of the Director, the Grantee, his contractors, workmen or any other persons authorized by the Grantee shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part or parts of the Noise Barrier projecting over the Government land in accordance with this Special Condition;

(g) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;

(h) the Grantee shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, repair, maintenance, alteration, renewal, replacement, use, demolition or removal of the Noise Barrier;

(i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Grantee a written notice requiring the Grantee to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Grantee shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;

(j) in the event of the non-fulfilment of any of the Grantee's obligations under this Special Condition, the Director may carry out the necessary works and the Grantee shall pay to the Director on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee;

(k) the Grantee shall at all times throughout the term hereby agreed to be granted permit the Director, his officers, contractors, agents, his or their workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon free of cost for the purpose of inspecting, checking and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;

(l) neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Grantee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and

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

F. Lease conditions that are onerous to a purchaser:

32. Indemnity by Grantee

General Condition No. 4 of the Government Grant

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

33. Re-entry

General Condition No. 10 of the Government Grant

"(a) Upon any failure or neglect by the Grantee to perform, observe or comply with any of these Conditions the Government shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works erected or to be erected on the lot or any such part thereof or any part of such buildings, erections or works and thereupon this Agreement and the rights of the Grantee hereunder shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of the terms and conditions hereof.

(b) In the event of re-entry by the Government for or in respect of or arising out of the breach, non-observance or non-performance by the Grantee of the provisions of these Conditions, the Grantee shall not be entitled to any refund of the premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the land or any part thereof or any building or buildings erected or to be erected on the land or any part thereof or part of any such building or buildings or any amount expended by the Grantee in the preparation, formation or development of the lot or any part thereof or otherwise."

34. Indemnify Government against the Existing Buildings and Structures, the Extended Structures and the Existing Utilities
Special Condition No. (3) of the Government Grant
"(a) The Grantee acknowledges that as at the date of this Agreement, there are some buildings and structures erected on the lot (the said buildings and structures are hereinafter collectively referred to as "the Existing Buildings and Structures") and parts of which encroach on, project over and protrude to the adjacent Government land (the said parts of the Existing Buildings and Structures which encroach on, project over and protrude to the adjacent Government land are hereinafter collectively referred to as "the Extended Structures"). The Grantee shall on or before the date specified in Special Condition No. (8) hereof at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Buildings and Structures and the Extended Structures. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising whether directly or indirectly out of or in connection with the use, presence or subsequent demolition and removal of the Existing Buildings and Structures and the Extended Structures and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the use, presence or subsequent demolition and removal of the Existing Buildings and Structures and the Extended Structures.
(b) The Grantee acknowledges that as at the date of this Agreement, there are some utilities existing on, over, under, above or within the lot and the Green Area referred to in Special Condition No. (4)(a)(i)(I) hereof (the said utilities are hereinafter referred to as "the Existing Utilities") and undertakes to remove, relay and divert at his own expense the Existing Utilities in all respects to the satisfaction of the Director on or before the date specified in Special Condition No. (8) hereof. The Grantee shall at all reasonable times prior to the removal, relaying and diversion of all the Existing Utilities to the satisfaction of the Director permit the Government and the public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot as the Government or the said public utility companies may require for the purpose of maintaining, removing, relaying and diverting the Existing Utilities. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee arising whether directly or indirectly out of or in connection with the use, presence, maintenance or subsequent removal, relaying and diversion of the Existing Utilities or the exercise of the rights under this sub-clause (b) by the Government and the said public utility companies or otherwise and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the use, presence, maintenance or subsequent removal, relaying and diversion of the Existing Utilities.
(c) For the avoidance of doubt, the existence of the Existing Buildings and Structures, the Extended Structures and the Existing Utilities and the fact that the lot is granted subject to the existence of the same shall not in any way relieve the Grantee of or release, discharge, lessen or vary the Grantee's obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions."

35. Preservation of trees
Special Condition No.(10) of the Government Grant
"No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate."

36. Landscaping
Special Condition No.(11) of the Government Grant
"The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director."

37. Provision of sales office and show flats
Special Condition No. (19) of the Government Grant
"Notwithstanding the maximum gross floor area permitted under Special Condition No. (12)(c) hereof, the Grantee may erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director."

38. Vehicular access
Special Condition No. (28) of the Government Grant
"The Grantee shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director. Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Grantee shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed."

39. Set back
Special Condition No. (41) of the Government Grant
"The Grantee shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine."

40. No rock crushing
Special Condition No. (43) of the Government Grant
"No rock crushing plant shall be permitted on the lot without the prior written approval of the Director."

41. Spoil or debris
Special Condition No. (45) of the Government Grant
"(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance to private property caused by such erosion, washing down or dumping.
(b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof."

42. Damage to Services

Special Condition No. (46) of the Government Grant

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

43. Harbour Area Treatment Scheme Sewage Tunnel Protection Area and Outer Protection Area

Special Condition No. (52) of the Government Grant

"(a) The Grantee acknowledges that there are a sewage tunnel shown between two broken lines and marked "SEWAGE TUNNEL" on the plan annexed hereto (hereinafter referred to as "the Sewage Tunnel") constructed and running under, below and within the lot, a harbour area treatment scheme sewage tunnel protection area shown between two broken lines marked "HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL PROTECTION AREA" on the plan annexed hereto and a harbour area treatment scheme sewage tunnel outer protection area shown at the northern part of the broken line marked "HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL OUTER PROTECTION AREA" on the plan annexed hereto. There is reserved unto the Government, its officers, agents, contractors, workmen and any other person authorized by the Government at all times, with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from or through the lot or any part thereof for the purposes of operating, inspecting, maintaining, repairing, renewing and reconstructing the Sewage Tunnel and for carrying out any other works which the Director may require or authorize. The Government, its officers, agents, contractors, workmen or other person authorized by the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise by them of the rights conferred under this Special Condition or the said operation, inspection, maintenance, repair, renewal and reconstruction of the Sewage Tunnel and any other works so required or authorized by the Director, and no claim for compensation or otherwise shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(b) Without prejudice to Special Condition No. (46) hereof, the Grantee shall at his own expense take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during the carrying out of the Works to avoid causing any damage, disturbance or obstruction to the Sewage Tunnel. The Grantee shall prior to carrying out any of the Works submit his proposals in writing for protecting the Sewage Tunnel from being damaged by the Works to the Director for his approval in all respects. The Grantee shall not carry out any of the Works whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Sewage Tunnel in granting the aforesaid approval."

44. No grave or columbarium

Special Condition No. (55) of the Government Grant

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

45. Footbridge Supports and Connections

Special Condition No. (57) of the Government Grant

"(a) The Grantee may at the Grantee's own expense and in all respects to the satisfaction of the Director erect, construct and provide structural supports and connections within the lot between the points "P1" and "P2" shown and marked on the plan marked "PLAN A" annexed hereto (hereinafter referred to as "PLAN A") or at such other points and positions as may be approved by the Director (hereinafter referred to as "the Footbridge Supports and Connections") to connect, receive and support a future footbridge which may be constructed over the Government land to the north of the lot at the approximate position shown edged brown and marked "PROPOSED FOOTBRIDGE" on PLAN A or at such other positions as may be approved by the Director (hereinafter referred to as "the Proposed Footbridge").

(b) (i) There is reserved to the Government, the Government's lessees and tenants, and the person or persons to whom the right to construct the Proposed Footbridge may be granted by the Government free of costs and charges the right to connect the Proposed Footbridge to the Footbridge Supports and Connections.

(ii) There is reserved to the Government, the Government's lessees and tenants, the person or persons to whom the right to construct the Proposed Footbridge may be granted by the Government, the owners for the time being of the Proposed Footbridge, and their respective officers, contractors, agents, workmen and any other persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles the right of temporary occupation of, and the right of free and unrestricted ingress, egress and regress to, from and through, the lot or any part or parts thereof and any building or buildings erected or to be erected thereon or any part or parts thereof free of costs and charges at all reasonable time upon giving prior notice to the Grantee for the purposes of constructing, inspecting, managing, maintaining, repairing and renewing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Supports and Connections.

(c) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise of the rights conferred under sub-clauses (a) and (b) of this Special condition and the construction or not of the Proposed Footbridge, and no claim whatsoever shall be made against the Government, its officers, agents, contractors, workmen or other duly authorized personnel by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(d) The Grantee hereby acknowledges and agrees that the Government in no way represents or warrants that the Proposed Footbridge will be constructed or replaced if demolished in the future and the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to orsuffered by the Grantee or any other person arising whether directly or indirectly therefrom, in connection therewith or incidental thereto if the Proposed Footbridge or any part or parts thereof is not or are not constructed or replaced if demolished, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in relation to the construction, alteration, repair, maintenance and management of the Footbridge Supports and Connections.

(f) For the avoidance of doubt, the Footbridge Supports and Connections shall be taken into account for the purpose of calculating the total gross floor areas stipulated in Special Conditions Nos. (12)(c)(i), (12)(c)(ii) and (12)(c)(iii) hereof."

46. See also paragraphs 13, 14, 19, 20 (excluding Special Condition No. (31) of the Government Grant), 22, 24, 25, 26 and 27 of Part E above.

Notes:

1. The reference to the "Grantee" in the Government Grant means the Grantee under the Government Grant and where the context so admits or requires includes it successors and assigns.
2. The reference to the "Director" in the Government Grant means the Director of Lands.
3. For full details, please refer to the Government Grant and a copy of the Government Grant is available for inspection free of charge during opening hours at the sales office.

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

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任何設施的資料

1. **私家街、私家路及後巷**

批地文件相關條款

批地文件一般條款第8條

「此等條款訂明拓建的任何私家街、私家路及後巷，其位置須令署長滿意，並按其決定納入或剔除於批租土地範圍，不論屬何情況，須在政府要求時免費交還予政府。如向政府交還上述私家街、私家路及後巷，其路面鋪設、路緣石、排水系統（包括污水及雨水渠）、溝渠及道路照明設施將由政府進行，費用由承授人承擔，其後則由公帑維修保養。若上述私家街、私家路及後巷仍屬批租土地的一部分，則須由承授人自費進行照明、路面鋪設、路緣石、排水、溝渠及維修保養等工程，並須全面令署長滿意；署長亦可基於公眾利益需要，進行或安排進行道路照明設施的安裝及保養。承授人須承擔安裝道路照明設施的資本開支，並允許工人及車輛自由進出批租土地範圍，以安裝及保養道路照明設施。」

2. **綠色範圍**

批地文件相關條款

批地文件特別條款第(4)條

「(a) 承授人須：

(i) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長批准的方式及物料，按署長批准的標準、樓層、定線和設計進行下列工程，以全面令署長滿意：

(I) 在本批地文件所夾附圖則以綠色顯示的日後擬建公共道路相關部分（以下統稱「綠色範圍」）進行鋪設及平整工程；及

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

以便在綠色範圍建造建築物及供車輛和行人往來；

(ii) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長滿意的方式在綠色範圍鋪設路面、設置路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費保養綠色範圍和在該處建造、安裝及提供之構築物及所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至綠色範圍的佔管權按照本特別條款第(5)條交還政府為止。

(b) 如承授人不在本特別條款第(a)款訂明的期限內履行該款所訂的責任，政府可執行必要的工程，費用由承授人承擔；承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。

(c) 如因承授人履行本特別條款第(a)款所訂的責任或因政府行使本特別條款(b)款所訂的權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，署長概毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其授權人員提出申索賠償。」

批地文件特別條款第(5)條

「僅為執行本特別條款第(4)條所訂的必要工程，承授人將在本協議訂立日起獲授予綠色範圍的佔管權。綠色範圍連同構築物須在政府要求時交還政府，而於任何情況下，亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交還政府。承授人佔管綠色範圍期間，須在所有合理時間允許所有政府及公共車輛和行人自由進出及通行該處，並確保不會因為執行本批地文件特別條款第(4)條規定的工程等而干預或阻礙此等通行權。」

批地文件特別條款第(6)條

「如事前未獲署長書面同意，承授人不得使用綠色範圍儲物或興建任何臨時構築物，又或作並非執行本批地文件特別條款第(4)條所訂工程的任何其他用途。」

批地文件特別條款第(7)條

「(a) 承授人佔管綠色範圍期間，必須在所有合理時間：

(i) 允許署長及其人員、承辦商和署長授權的任何其他人等有權通行、進出、往返及行經該地段和綠色範圍，以檢查、檢驗和監督任何遵照本批地文件特別條款第(4)(a)條規定進行的工程， 以及執行、檢查、檢驗和監督本批地文件特別條款第(4)(b)條所訂的工程和綠色範圍內署長視為需要的任何其他工程；

(ii) 允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和綠色範圍，以在綠色範圍或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於按需要鋪設和其後保養所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有）及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述綠色範圍內的工程事項；及

(iii) 允許水務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和綠色範圍，以執行任何關於運作、保養、修理、更換和更改綠色範圍內任何其他水務裝置的工程。

(b) 如因政府及其人員、代理、承辦商、工人和任何其他人等或根據本特別條款(a)款正式獲授權的公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府概毋須承擔責任。」

3. **保留範圍**

批地文件相關條款

批地文件特別條款第(14)條

「(a) 政府應獲免除並保留在本批地文件所夾附圖則內以粉紅色間黑斜線顯示的範圍內、位於香港主水平基準以上1.7米及香港主水平基準以上11.1米之間的土地分層與空域（該等土地分層與空域以下統稱「保留範圍」）。

(b) 除本特別條款第(15)、(16)及(17)條另有規定外，承授人對保留範圍並無任何擁有權、佔有權或使用權，且除非此等條款另有規定，不得在保留範圍內建造或構築任何建築物或構築物。

(c) 承授人無權根據任何法例或其他規定，就本特別條款(a)款所保留的權利，或就因使用保留範圍作為特別條款第(15)條所指的未來公共道路而引致或與之相關的任何性質的損失、損害、滋擾、煩擾或妨害，向政府提出異議或索償。」

批地文件特別條款第(15)條

「(a) 承授人須：

(i) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長批准的方式及物料，按署長批准的標準、水平、定線和設計進行下列工程，以全面令署長滿意：

(I) 在保留範圍內擬建公共道路相關部分進行鋪設及平整工程；及

(II) 提供及建造署長全權酌情規定的下水道、行人路、污水渠、排水渠、總喉或其他構築物（以下統稱「保留範圍構築物」），

以便在保留範圍供車輛和行人往來；

(ii) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長滿意的方式在保留範圍鋪設路面、設置路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器；及

(iii) 自費保養保留範圍、保留範圍構築物和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至整個保留範圍的佔管權按照本特別條款第(16)條交還政府為止。

(b) 如承授人不履行或違反本特別條款第(a)款的責任(包括承授人疏忽或沒有在根據本特別條款第(c)款送達的通知訂明的期限內履行、遵行或遵守該通知)，政府可執行必要的工程，費用由承授人承擔；承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。

(c) 如因承授人履行本特別條款第(a)款所訂的責任或因政府、署長、其人員、代理、承辦商、工人和彼等授權的任何其他人等行使本特別條款(b)款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、署長、其人員、代理、承辦商、工人和任何其他獲授權的人等概毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向他們提出申索賠償。」

批地文件特別條款第(16)條

「僅為執行本特別條款第(15)條所訂的必要工程，承授人將在本協議訂立日起獲授予保留範圍的佔管權。保留範圍(或署長以全權酌情規定或要求的任何部分)連同保留範圍構築物須在任何時候在政府要求時交還政府，而於任何情況下，亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交還政府。承授人須在履行本批地文件特別條款第(15)(a)條訂明的責任時及交還整個保留範圍的佔管權之前，允許所有政府及公共車輛和行人在所有合理時間自由進出及通行保留範圍，並確保不會因為執行本批地文件特別條款第(15)條規定的工程等而干預或阻礙此等通行。」

批地文件特別條款第(17)條
「如事前未獲署長書面同意，承授人不得使用保留範圍或其任何部分儲物或興建任何臨時構築物，又或作並非執行本批地文件特別條款第(15)條所訂工程的任何其他用途。」

批地文件特別條款第(18)條
「(a) 承授人交還整個保留範圍的佔管權前，必須在所有合理時間：
(i) 允許政府、署長、其人員、代理、承辦商、工人和彼等授權的任何其他人等有權通行、進出、往返及行經該地段和保留範圍，以檢查、檢驗和監督任何遵照本批地文件特別條款第(15)(a)條規定進行的工程，以及執行、檢查、檢驗和監督本批地文件特別條款第(15)(b)條所訂的工程和保留範圍內署長視為需要的任何其他工程；
(ii) 允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和保留範圍，以在保留範圍或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於按需要鋪設和其後保養所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供及擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有）及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述保留範圍內的工程事項；及
(iii) 允許水務監督及排水事務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和保留範圍，以執行任何關於運作、保養、修理、更換和更改保留範圍內任何其他水務或排水裝置的工程。
(b) 如因政府、署長、其人員、代理、承辦商、工人及根據本特別條款(a)款正式獲授權的任何其他人士或公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，他們概毋須承擔責任。
僅於特別條款第(14), (15), (16), (17) 及(18)條，承授人一詞不包括其繼承人及受讓人。」

4. **公共停車場**
批地文件相關條款
批地文件特別條款第(38)條
「(a) 除根據特別條款第(29)條（可根據本批地文件特別條款第(31)條更改）及第(30)條規定提供停車位及上落貨車位外，承授人須於本文特別條款第(8)條指定的日期（或運輸署署長及署長批准的其他延長期限）或之前，自費並以全面令運輸署署長滿意的方式，根據此等條款、按本特別條款(b)款所定義及批准的公共停車場佈局圖，以及香港現行或日後實施有關公共停車場及公眾車輛停車的所有條例、附例和規例：
(i) 在該地段內興建及建造並在其後提供及保養一個公共停車場（以下簡稱「公共停車場」）；及
(ii) 在公共停車場內提供：
(I) 100個供根據《道路交通條例》持牌車輛停泊的停車位，每個停車位寬2.5米、長5.0米，最低淨高2.4米；及
(II) 20個供根據《道路交通條例》持牌電單車停泊的停車位，每個停車位寬1.0米、長2.4米，最低淨高2.4米。
(b) 承授人須向運輸署署長提交或安排提交一份公共停車場布局圖，以供其書面批准，圖中須標示停車位的布局、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及運輸署署長可能要求的其他範圍及空間（以下簡稱「公共停車場布局圖」）。停車位、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及公共停車場的其他範圍及空間須按照運輸署署長根據本(b)款批准的公共停車場布局圖提供及設置並須全面令運輸署署長滿意。承授人須按照運輸署署長根據本(b)款批准的公共停車場布局圖保養停車位、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及公共停車場的其他範圍及空間及如事前未獲運輸署署長及署長書面同意，不可更改其布局。
(c) 除了經運輸署署長書面批准的車輛通道外，公共停車場的停車樓層或層數不得經由任何車輛通道進入或使用。
(d) 公共停車場內的每個停車位都應直接面向車道或足夠的通行空間，以便任何車輛都能無阻礙地駛入或駛出每個停車位或車道或通行空間。
(e) 公共停車場的進出控制點、閘杆及繳費亭位置，以及進出安排，須事先獲運輸署署長書面批准。
(f) 公共停車場的布局的設計須確保沒有車輛需在該地段外排隊或等候進入公共停車場。
(g) 公共停車場內所有停車位須於所有時間開放予公眾作短期停泊持牌車輛，並按小時、日或月收費，或按經運輸署署長書面批准的其他方式收費。承授人須於所有時間允許公眾免費進出及經過該地段或該地段上已建或擬建的任何建築物的該等部分，以進出公共停車場。
(h) 為計算特別條款第(12)(c)條規定的總樓面面積，公共停車場（包括公共停車場內所有停車位、轉彎圈、進出通道及迴旋處及署長全權酌情認為適當的其他範圍及空間）不得計算在內。公共停車場的總樓面面積及何等範圍被指定為公共停車場的一部分，由署長釐定，其決定將作終論並對承授人約束。
(i) 公共停車場內提供的停車位除供停泊根據《道路交通條例》持牌的車輛及電單車外，不得作任何其他用途，其中特別禁止使用公共停車場或其任何部分作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。
(j) 公共停車場按本特別條款完成建造時，承授人須開始運作，並在整個批租期內自費持續運作、維持、保養、修理、經營及管理公共停車場及所有構成其一部分或與其有關的部分，而其規模及方式須在所有時間令運輸署署長滿意，並完全符合香港現行或日後任何時間實施有關公眾車輛泊車的所有條例、附例和規例。
(k) 現明確同意、聲明及規定，就向承授人施加本特別條款(g)款下的義務，承授人並無意圖及政府亦不同意其撥出公共停車場或該地段任何部分為公眾提供通行權。
(l) 現明確同意、聲明及規定，承授人在本特別條款(g)款下的義務將不會引起承授人對任何就額外上蓋面積或地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文等)的寬免或權利產生期望，或就其提出申索。為免生疑問，承授人特此免除任何及所有就或為任何根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文就額外上蓋面積或地積比率的寬免或權利的申索。」

批地文件特別條款第(40)條
「即使此等批地條款已獲遵守並令署長滿意，承授人在本批地文件協定批授的整個年期內，不得轉讓、抵押、押記、分租、放棄管有或以其他方式處置公共停車場或其任何部分，或訂立協議如此行事；除非作為一整體，唯須符合特別條款第(38)(g)及(38)(i)條規定，且分租須在建築事務監督根據《建築物條例》就分租相關的公共停車場內的停車位或其部分發出佔用許可證或臨時佔用許可證後方可開始。」

公契相關條文
公契敘文(1)中「非住宅地方」的定義
「根據核准圖則劃作非工業用途（不包括私人住宅、倉庫、酒店及加油站）的發展項目部分，以及附屬於其的發展項目部分，包括：
(a) 商業設施；及
(b) 公共停車場。
為識別目的，非住宅地方在所附圖則（由認可人士核實其準確性）上以紅色、紅色雙線間黑斜線、紅色三線間黑斜線及紅色加黑點標示。」

公契敘文(1)中「公共停車場」的定義
「根據政府批地文件特別條件第(38)條在該地段內設置的公共停車場，包括但不限於停車位、迴旋處、行車道、通道及機房，為識別之目的，在所附圖則（由認可人士核實其準確性）中以紅色三線間黑斜線標示。」

公契敘文(1)中「單位」的定義
「地段／發展項目中擬供獨立使用或佔用的每個部分，而該業主相對於發展項目其他部分的業主或佔用人有權享有專有管有權；為免存疑，包括住宅單位、住宅停車位、非住宅地方整體（當其維持單一業權時），以及若非住宅地方出現多重業權情況，則包括非住宅地方內各自維持單一業權的公共停車場及商業設施，以及若商業設施出現多重業權時，其內再分拆的單位或部分。」

公契第(3:05:01)條
「(a) 各單位的業主須按月預先向管理人繳付管理費，費用按本公契附表二所列的管理份數比例計算；惟在任何情況下，業主所須承擔的管理開支均不得超過其按以下規定應付的相應份額：
(iv) 如非住宅地方屬多重業權所有（而公共停車場及商業設施各自為單一業權），且任何開支僅涉及或僅為非住宅地方內公共停車場與商業設施之共同利益（而非僅涉及或僅為其中任一特定單位之利益），則該等開支的全數應由非住宅地方內公共停車場及商業設施的業主按各自持有的管理份數比例分攤；」

公契第(3:05:04)條
「(c) 除第一業主已根據本公契第(3:05:04)(e)條繳付款項外，發展項目內住宅單位或商業設施或公共停車場的每名業主（即從第一業主承讓有關物業者），須於成為業主時立即向管理人就其擁有的每個住宅單位或商業設施或公共停車場，支付一筆不可退款及不可轉讓、相當於按首年度預算應繳管理費一個月金額的款項，作為清拆廢料費用。任何未用於收集或清拆廢料的剩餘清拆廢料費用，須撥入本公契第(3:05:04)(d)(i)條所述特別基金的相關帳戶。
(d) (i) 管理人須設立並維持一個特別基金，該基金須設有以下獨立帳戶：
(4) (如適用) 若非住宅地方分屬多重業權所有，而公共停車場與商業設施各自為單一業權，則須設有非住宅帳戶的特別基金，以應付非住宅地方的公用地方及公用設施的資本開支；該帳戶的供款須由非住宅地 方 的公共停車場及商業設施的業主按照本公契第(3:05:04)(d)(ii)條的規定共同承擔；

就本公契第(3:05:04)條而言，若第一業主與買方之間未就某單位簽訂轉讓契，該單位仍須視為未售出。」

公契第(4:02)條
「(b) 業主委員會之委員應包括：
(iii)如非住宅地方維持單一業權，則為代表非住宅地 方 的委員1名；或如非住宅地 方分屬多重業權所有，則為代表非住宅地 方商業設施的委員1名及代表非住宅地 方公共停車場的委員1名。
只要非住宅地 方屬單一業主擁有，代表非住宅地 方的業主委員會委員須由該非住宅地 方的業主委任，而該業主可視乎需要不時將該代表撤換或更替，惟須將撤換及更替通知送達業主委員會。只要商業設施屬單一業主擁有，代表商業設施的業主委員會委員須由該商業設施的業主委任，而該業主可視乎需要不時將該代表撤換及更替，惟須將撤換及更替通知送達業主委員會。代表公共停車場的業主委員會委員須由該公共停車場的業主委任，而該業主可視乎需要不時將該代表撤換及更替，惟須將撤換及更替通知送達業主委員會。」

公契第三附表第(2)條
「地段及發展項目不可分割份數以及各單位的專有持有、使用、佔用及享用權所受規限的地役權、權利及特權：
(d)在公共停車場的開放時間內，所有公眾人士有權免費進出及經過發展項目的相關部分，以前往及離開公共停車場或其任何部分。
惟管理人始終擁有完全權利及權力以管制及管理公用地方及公用設施。」

公契第四附表第(63)條
「按照政府批地文件特別條件第(38)條規定完成建造公共停車場後，公共停車場之業主須開始營運公共停車場，並其後在政府批地文件同意批予之期間內，始終自費持續營運、維持、保養、修葺、經營及管理該公共停車場及其所有組成部分或相關部分，且在任何時候之規模與方式均須令運輸署署長滿意，並在所有方面符合香港現時或日後不時生效之與公眾車輛停車場相關的一切法例、附例及規例。」

5. **停車資訊**
批地文件相關條款
批地文件特別條款第(39)條
「(a) 承授人須：
(i) 自費提交或安排提交一份或多於一份標示在該地段內任何建築物、構築物或樓層空間內、之上或之內提供及設置的設施、裝置和設備（以下簡稱「設施、裝置和設備」）的位置和尺寸的圖則予運輸署署長作書面批准，此圖則應包含運輸署署長可能以其絕對酌情權要求或指明的資訊（以下統稱為「停車資訊系統區域」），以便提交與以下各項相關和有關的資訊：
(I) 訪客停車位、非工業停車位、非工業電單車停車位及傷殘人士停車位；及
(II) 根據特別條款第(38)條在公共停車場提供停泊車輛的車位，

包括但不限於本特別條款(b)款要求的空置停車位的數量及類型等資訊（以下統稱「停車資訊」）。未獲批准前，除本特別條款第(3)條所提及的拆卸工程及地盤平整工程外，不得在地段展開任何建築工程，而就此等條款而言，地盤平整工程按《建築物條例》所定義；
(ii) 於特別條款第(8)條訂明的日期（或署長批准的其他日期）或之前，自費按照本特別條款第(a)(i)款批准的圖則，進行及完成停車資訊系統區域的工程，並全面令運輸署署長滿意；承授人應自費提供並安裝設施、裝置和設備，並在其後於本協議訂定的批租期內，自費維護停車資訊系統區域及設施、裝置和設備，以保持其修繕妥當及狀況良好，以履行承授人在本特別條款第(b)款項下的義務，並全面令運輸署署長滿意；
(iii) 在本批地文件協定批授的整個年期內的所有合理時間，允許運輸署署長、署長、政府、其人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等，不論是否攜帶工具、設備、機器、機械或車輛，可行使不受限制的自由權利，免費通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的建築物，以便檢驗、檢查及監督任何根據本特別條款第(a)(ii)款進行的工程。

(b) 承授人須自運輸署署長決定及書面指定的日期起（其決定為最終並對承授人具約束力），並在整個批租期內的任何時間，自費按運輸署署長不時要求或書面指定的格式及時間及相隔期間（其決定將作終論並對承授人約束），提交或安排提交停車資訊，以全面令運輸署署長滿意。
(c) 承授人特此：
(i) 同意運輸署署長、政府、其人員、承辦商、代理、工人及彼等任何一方授權的任何其他人等全權酌情處理、使用及複製停車資訊，並以提交或處理後的格式，透過運輸署署長全權酌情認為適當的媒體向任何政府部門或第三方（不論是個人、商號、法人團體、公眾成員或其他組織）披露及傳播，供其搜索、查閱、複製、打印、傳播、利用、分析、研究或其他用途；及
(ii) 承認及確認運輸署署長、政府、其人員、承辦商、代理、工人及彼等任何一方授權的任何其他人等可行使獨有酌情全權，決定是否處理、使用或複製停車資訊，或按本特別條款第(c)(i)款向任何政府部門或第三方披露及傳播停車資訊，不論是以遞交的或經處理的、以任何形式及用任何媒介。

(d) 如因承授人履行或不履行本特別條款(a)及(b)款所訂的任何義務，或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)(iii)及(c)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(c)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車資訊等，而直接或間接使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府毋須就此承擔任何義務或責任，且承授人不可就此等損失、損害、滋擾或騷擾向政府提出申索賠償。
(e) 如因承授人履行或不履行本特別條款(a)及(b)款所訂的任何義務、承授人有關本特別條款(b)款提交停車資訊的任何遺漏、錯誤、疏忽或違約；或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)(iii)及(c)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(c)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車資訊等，而直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向政府彌償並保持令其獲得彌償。
(f) 停車資訊系統區域須指定為本特別條款第(36)條所指的公用地方。」

公契相關條文
公契敘文(1)中「發展項目公用地方」的定義
「整個該地段及發展項目中沒有特別轉讓給或供個別業主獨家使用的，並設計或擬供業主公用及共享之部分（但不包括構成單位、住宅停車場公用地方或住宅公用地方的部分），包括但不限於 :-

(a) 該地段內之斜坡及擋土結構之部分（如有）；
(b) 消防升降機大堂及通往所需樓梯的防護門廊、車道、加壓風機房、排氣風機房及管道、垃圾收集車停車位、總錶房、高電壓電線立管房、花灑控制閥房、業主委員會辦公室、通風管道、設備運輸通道區域、特低電壓房及管道、管道槽、水錶櫃、各類建築服務之泵房及缸房（不包括構成住宅停車場公用地方或住宅公用地方的部分）、垃圾儲存及物料回收室、電房及管道、電錶房、頂層天台（平台）、電訊及廣播房、沖廁水錶房、水錶房、自動讀錶房、新鮮空氣管槽、消防控制室及管槽、緊急發電機房、消防喉轆空間、變壓器房、煤氣房、低壓開關房、樓梯加壓房及管槽、大堂加壓管槽、排氣管道、樓梯、升降機大堂、混凝土填充、加壓大堂及樓梯之排煙系統、電纜管道房、風道、電錶櫃、消防喉轆噴嘴及部分保養和維修通道；
(c) 停車資訊系統區域；
(d) 發展項目的外牆（不包括構成住宅公用地方或非住宅地方一部分之外牆）；

以及該地段及發展項目內設計或擬供業主公用及共享而非特別轉讓給或供個別業主獨家使用的《建築物管理條例》（第 344 章）附表 1 所指明的所有其他公用部分 （如有）（不屬於單位、住宅停車場公用地方或住宅公用地方的部分）。發展項目公用地方在公契附錄的圖則（經認可人士核證為準確）上為識別目的以黃色顯示。」

公契敘文(1)中「停車資訊」的定義
「即政府批地文件特別條件第(39)(a)(i)條所提述，並按政府批地文件特別條件第(39)(b)條規定及按其要求提供的停車資訊。」

公契敘文(1)中「停車資訊系統區域」的定義
「即政府批地文件特別條件第(39)(a)(i)條所述之停車資訊系統區域。」

公契第(3:02:01)條
「除本公契及《建築物管理條例》（第344章）另有明文規定外，管理人須負責並具有全權作出一切對發展項目之妥善及有效管理所必需或相關之行為及事情，尤其包括（但不限制前述的一般性的原則下）下列各項：
(az) 維持及管理停車資訊系統區域，以及根據政府批地文件特別條件第(39)(a)(i)條提供及安裝之設施、裝置及設備，使其保持良好及完備之維修狀況及狀態，以履行政府批地文件特別條件第(39)(b)條之責任，並令運輸署署長在各方面均感滿意；以及按運輸署署長不時以書面要求或指定之格式、時間及間隔，向運輸署署長提交或安排提交停車資訊。」

公契第(3:04:02)條
「所述預算須涵蓋與該地段及發展項目管理相關所產生的一切費用、開支及支出，包括（但不限制前述的一般性的原則下）下列項目：
(v) 依據第(3:02:01)(az)條就停車資訊系統區域、設施、裝置及設備以及停車資訊所產生之費用；」

6. **建造排水渠及渠道與接駁排水渠及污水渠**
批地文件相關條款
批地文件特別條款第(47)條
「(a) 承授人須按署長視為需要，自費以署長滿意的方式在該地段邊界範圍之內或政府土地上建造和保養排水渠及渠道，以截流和輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或政府雨水渠。如此等暴雨水或雨水造成任何損害或滋擾以致直接或間接招致或引起任何責任、索償、損失、損害、開支、收費、 費用、訴求、訴訟及法律程序，承授人必須承擔全責，並須向政府及其人員彌償和保持令其獲得彌償。
(b) 接駁該地段任何排水渠及污水渠至已鋪設和啟用之政府雨水渠及污水管的工程可由署長負責執行。署長毋須就由此引致的任何損失或損害向承授人承擔責任，而承授人接獲要求時須向政府支付此等接駁工程的費用。此外，承授人亦可自費以署長滿意的方式執行上述接駁工程，於該情況下位於政府土地範圍內的上述接駁工程將由承授人自費保養，如接獲要求，承授人須將此等工程段移交政府，日後由政府自費保養，承授人須在接獲要求時向政府繳付上述接駁工程的技術審核費用。如承授人不保養建於政府土地內的上述接駁工程任何部分，署長可執行其視為必要的保養工程，承授人須在接獲要求時支付有關工程的費用。」

7. **食水供應自動讀錶外站**
批地文件相關條款
批地文件特別條款第(48)條
「(a) 承授人須在特別條款第(8)條訂明的日期（或署長批准的其他日期）或之前，自費以水務監督（定義以《水務設施條例》、其任何附屬規例 及修訂法例所訂為準）全面滿意的方式， 依照本特別條款(b)款所載經批准的自動讀錶外站建議書和《水務設施條例》、其任何附屬規例及修訂法例，在該地段或其任何部分或該處已建或擬建的任何一座或多座建築物上提供和安裝一所或若干食水供應自動讀錶外站，連同水務監督全權酌情規定的其他設施及相關設備（上述一所或若干食水供應自動讀錶外站連同其他設施及相關設備以下統稱「自動讀錶外站」）。
(b) 承授人須自費向水務監督提交或達致他人向水務監督提交關於提供和安裝自動讀錶外站的建議（以下簡稱「自動讀錶外站建議書」）供水務監督書面批准，以全面令水務監督滿意，包含尤其是水務監督全權酌情指定的資料及詳情等，其中包括但不限於：
(i) 顯示自動讀錶外站位置的布局圖；
(ii) 自動讀錶外站建設工程的設計、布局和設備詳情；及
(iii) 現已或將會指定供裝設自動讀錶外站和相關便利檢查及保養的範圍或空間詳情。
(c) 承授人必須待至水務監督根據本特別條款(b)款以書面批准自動讀錶外站建議書，方可在該地段展開工程提供或安裝自動讀錶外站。依照本特別條款(b)款批准的自動讀錶外站建議書安裝的自動讀錶外站以下簡稱「經批准的自動讀錶外站」。
(d) 承授人須自費以水務監督全面滿意的方式運作、保養和修理經批准的自動讀錶外站，以保持其修繕妥當及運作良好，直至經批准的自動讀錶外站依照本特別條款 (g)款規定移交水務監督為止。
(e) 裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間之上、跨越該處、上方、之下、下方或內部，不可興建或放置任何可能妨礙或干擾檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站的任何性質構築物、物件或物料。如水務監督認為（其意見將作終論並對承授人約束）裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間之上、跨越該處、上方、之下、下方或內部有任何可能妨礙或干擾檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換或重置經批准的自動讀錶外站的構築物、物件或物料，水務監督有權向承授人發出書面通知，要求承授人在通知列明的期限內，自費以水務監督全面滿意的方式拆卸或拆除此等構築物、物件或物料，並且還原裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間。
(f) 如承授人不履行本特別條款(a)、(d)或(e)款訂明的義務，水務監督可執行必要的工程，費用由承授人支付。承授人須在接獲要求時向水務監督支付相等於工程費用的款項，金額由水務監督釐定，其決定將作終論並對承授人約束。
(g) 承授人應在接獲要求時，在水務監督書面指定的日期將上述規定提供的經批准的自動讀錶外站或當中任何一項交付水務監督，而於任何情況下經批准的自動讀錶外站或當中任何一項亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交付水務監督。
(h) 於本批地文件協定批授的整個年期內，承授人時刻均須允許水務監督、其人員、承辦商、代理及彼等的工人和水務監督正式授權的其他人等，不論攜帶工具、設備、機器、機械或車輛與否，行使不受限制的自由權利通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的一座或多座建築物，以便：
(i) 檢驗、檢查和監督承授人遵照本特別條款(a)、(d)及(e)款所須執行的任何工程；
(ii) 執行本特別條款(f)款訂明的任何工程；及
(iii) 在經批准的自動讀錶外站或當中任何一項按照本特別條款(g)款交付水務監督後，檢驗、檢查、運作、 保養、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站或當中任何一項，並且執行水務監督視為需要的其他工程。
(i) 如因承授人履行本特別條款(a)、(d) 及(e)款所訂義務或因行使本特別條款(f) 及 (h) 款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、水務監督、其人員、承辦商、代理或彼等的工人和水務監督正式授權的其他人等毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾 或騷擾向彼等任何一方提出申索賠償。
(j) 如因提供、安裝、運作、保養和修理經批准的自動讀錶外站或行使本特別條款 (f) 及 (h) 款所訂任何權利而直接或間接令政府、水務監督、其人員、承辦商、代理、工人和水務監督正式授權的其他人等招致或蒙受任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向彼等彌償並保持令其獲得彌償。」

B. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施的資料
不適用

C. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小的資料
不適用

D. 期數所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分的資料
不適用

就以上第A、B、C及D部所述的供公眾使用的任何該等設施及休憩用地，及土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據(視屬何情況而定)使用該等設施或休憩用地，或土地中的該等部分。

就以上第B或C部所述的任何該等設施及休憩用地，該等設施或休憩用地按規定須由期數中的住宅物業的擁有人出資管理、營運或維持；及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地的部分開支。

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

1. Private Streets, Roads and Lanes

Relevant Proivisons under the Government Grant

General Condition No. 8 of the Government Grant

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

2. Green Area

Relevant Proivisons under the Government Grant

Special Condition No. (4) of the Government Grant

"(a) The Grantee shall:

(i) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter collectively referred to as "the Green Area"); and

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

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

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (5) hereof.

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

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

Special Condition No. (5) of the Government Grant

"For the purpose only of carrying out the necessary works specified in Special Condition No. (4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area together with the Structures shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (4) hereof or otherwise."

Special Condition No. (6) of the Government Grant

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof."

Special Condition No. (7) of the Government Grant

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

(i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(b) hereof and any other works which the Director may consider necessary in the Green Area;

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

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

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

3. Reserved Area

Relevant Proivisons under the Government Grant

Special Condition No. (14) of the Government Grant

"(a) There shall be excepted and reserved to the Government the stratum of land and airspace within the area shown coloured pink hatched black on the plan annexed hereto between the levels of 1.7 metres above the Hong Kong Principal Datum and 11.1 metres above the Hong Kong Principal Datum (which stratum of land and airspace are hereinafter collectively referred to as "the Reserved Area").

(b) The Grantee shall have no right of or title to the ownership, possession or use of the Reserved Area except as provided in Special Conditions Nos. (15), (16) and (17) hereof and no building or structure unless otherwise provided for in these Conditions shall be erected or constructed within the Reserved Area.

(c) The Grantee shall have no right to object to or make any claim for compensation whatsoever against the Government whether under any enactment or otherwise in respect of the rights reserved under sub-clause (a) of this Special Condition or for any loss, damage, nuisance, annoyance or detriment of any kind whatsoever in respect of or as a consequence of the use of the Reserved Area as the future public roads referred to in Special Condition No. (15) hereof."

Special Condition No. (15) of the Government Grant

"(a) The Grantee shall:

(i) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads within the Reserved Area; and

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

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

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the

Reserved Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and

(iii) maintain at his own expense the Reserved Area together with the Reserved Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the whole of the Reserved Area has been delivered in accordance with Special Condition No. (16) hereof.

(b) In the event of the non-fulfilment or breach of the Grantee's obligations under sub-clause (a) of this Special Condition (including any neglect or failure by the Grantee to perform, observe or comply with the notice served upon him under sub-clause (c) of this Special Condition within the period specified therein), the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

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

Special Condition No. (16) of the Government Grant

"For the purpose only of carrying out the necessary works specified in Special Condition No. (15) hereof, the Grantee shall on the date of this Agreement be granted possession of the Reserved Area. The Reserved Area (or any part or parts thereof as the Director shall at his sole discretion specify or require) together with the Reserved Area Structures shall be re-delivered to the Government on demand at any time or times and in any event the Reserved Area together with the Reserved Area Structures shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times upon the fulfilment of the Grantee's obligations under Special Condition No. (15)(a) hereof and prior to the re-delivery of possession of the whole of the Reserved Area allow free access over and along the Reserved Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (15) hereof or otherwise."

Special Condition No. (17) of the Government Grant

"The Grantee shall not without the prior written consent of the Director use the Reserved Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (15) hereof."

Special Condition No. (18) of the Government Grant

"(a) The Grantee shall at all reasonable times prior to the re-delivery of possession of the whole of the Reserved Area:

(i) permit the Government, the Director, their officers, agents, contractors, workmen and any other persons authorized by them, the right of ingress, egress and regress to, from and through the lot and the Reserved Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (15) (a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (15) (b) hereof and any other works which the Director may consider necessary in the Reserved Area;

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

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

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

For the purpose of Special Conditions Nos. (14), (15), (16), (17) and (18) hereof only, the expression "Grantee" shall exclude his successors and assigns."

4. Public Vehicle Park

Relevant Proivisons under the Government Grant

Special Condition No. (38) of the Government Grant

"(a) In addition to the requirements to provide parking, loading and unloading spaces under and in accordance with Special Condition No. (29) (as may be varied under Special Condition No. (31) hereof) and Special Condition No. (30) hereof, the Grantee shall on or before the date specified under Special Condition No. (8) hereof (or such other date as may be approved by the C for T and the Director), at his own expense in all respects to the satisfaction of the C for T and in accordance with these Conditions and the PVP Layout Plan as defined and approved under sub-clause (b) of this Special Condition and all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:

(i) erect and construct and thereafter provide and maintain within the lot a public vehicle park (hereinafter referred to as "the Public Vehicle Park"); and

(ii) provide within the Public Vehicle Park:

(I) 100 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and

(II) 20 spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.

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

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

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

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

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

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

(h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, there shall not be taken into account the Public Vehicle Park (including all the parking spaces, turning circles, means of access and circulation areas provided within the Public Vehicle Park and any other areas or spaces as the Director may in his sole discretion consider appropriate). The total gross floor area of the Public Vehicle Park and which area or areas shall be

designated as and form part of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding upon the Grantee.

(i) The parking spaces provided within the Public Vehicle Park shall not be used for any purposes other than for the parking of motor vehicles and motor cycles licensed under the Road Traffic Ordinance and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(j) Upon completion of the Public Vehicle Park in compliance with this Special Condition, the Grantee shall commence to operate the Public Vehicle Park and thereafter at all times during the term hereby agreed to be granted, continue to operate, uphold, maintain, repair, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and at all times on a scale and in a manner to the satisfaction of the C for T and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parking which are or may at any time be in force in Hong Kong.

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

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

Special Condition No. (40) of the Government Grant

"Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not, throughout the term hereby agreed to be granted, assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or enter into agreement so to do except as a whole provided that the Grantee may underlet the parking spaces in the Public Vehicle Park subject to the conditions as stipulated in Special Conditions Nos. (38)(g) and (38)(i) hereof provided that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, covering the parking spaces within the Public Vehicle Park or part or parts thereof, to which such underletting relates."

Relevant Proivisons under the Deed of Mutual Covenant

Definition of "Non-residential Areas" in Recital (1) of the Deed of Mutual Covenant

"Those parts of the Development for non-industrial (excluding private residential, godown, hotel and petrol filling station) use in accordance with the Approved Plans and those parts of the Development ancillary thereto, comprising:
(a) the Commercial Accommodation; and
(b) the Public Vehicle Park.
The Non-residential Areas are for the purpose of identification shown and coloured Red, Red Double Line Hatched Black, Red Triple Line Hatched Black and Red Stippled Black on the plans (certified as to their accuracy by the Authorized Person) hereto annexed."

Definition of "Public Vehicle Park" in Recital (1) of the Deed of Mutual Covenant

"The public vehicle park provided within the Lot in accordance with Special Condition No. (38) of the Government Grant comprising, without limitation, spaces for parking, turning circle, driveway, passages and plant rooms as for the purpose of identification shown and coloured Red Triple Line Hatched Black on the plans (certified as to their accuracy by the Authorized Person) hereto annexed."

Definition of "Unit" or "Units" in Recital (1) of the Deed of Mutual Covenant

"Each part of the Lot/the Development intended for separate use or occupation and of which the Owner, as between himself and Owners or occupiers of other parts of the Development, is entitled to the exclusive possession and for the avoidance of doubt including the Residential Units, the Residential Car Parks, the Non-residential Areas as a whole as and when it remains in single ownership, each of the Public Vehicle Park and the Commercial Accommodation in the Non-residential Areas in the event that the Non-residential Areas fall into multi-ownership whereby each of the Public Vehicle Park and the Commercial Accommodation is under single ownership, and the sub-divided units or parts in the Commercial Accommodation in the event that the Commercial Accommodation falls into multi-ownership."

Clause (3:05:01) of the Deed of Mutual Covenant

"(a) the Owners of each of the Units shall pay to the Manager monthly in advance the Management Fee in proportion to the Management Shares as set out in the Second Schedule hereto PROVIDED THAT no Owner shall be called upon to pay more than his appropriate shares of the Management Expenses as stated in the following:
(iv) in the event that the Non-residential Areas falls into multiple ownership whereby each of the Public Vehicle Park and the Commercial Accommodation is under single ownership, where any expenditure relates solely to or is solely for the benefit of both Public Vehicle Park and Commercial Accommodation of the Non-residential Areas (but does not relate solely to or is not solely for the benefit of any particular Unit thereof), the full amount of such expenditure shall be apportioned between the Owners of the Public Vehicle Park and the Commercial Accommodation of the Non-residential Areas in proportion to the number of Management Shares held by them;"

Clause (3:05:04) of the Deed of Mutual Covenant

"(c) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed, each Owner (being the assignee from the First Owner) of Residential Unit or Commercial Accommodation or Public Vehicle Park in the Development shall immediately upon his becoming an Owner pay to the Manager such non-refundable and non-transferable sum equivalent to one month's Management Fee for each Residential Unit or Commercial Accommodation or Public Vehicle Park owned by him payable in accordance with the budget for the first year which shall be the debris removal charge. Any surplus debris removal charge not used for collection or removal of debris shall be credited to the relevant account of the Special Fund referred to in Clause (3:05:04)(d)(i) of this Deed.
(d) (i) There shall be established and maintained by the Manager one Special Fund with separate accounts as follows:
(4) (if applicable) in the event that the Non-residential Areas fall into multiple ownership whereby each of the Public Vehicle Park and the Commercial Accommodation is under single ownership, a non-residential account of the Special Fund for the purposes of meeting Capital Expenditure in respect of the common areas and the common facilities of the Non-residential Areas, the contribution of which shall be made by both Owners of the Public Vehicle Park and the Commercial Accommodation of the Non-residential Areas as provided in Clause (3:05:04)(d)(ii) of this Deed;
For the purpose of this Clause (3:05:04), a Unit shall be considered as remaining unsold where no assignment has been entered into between the First Owner and a purchaser in respect of such Unit."

Clause (4:02) of the Deed of Mutual Covenant

"(b) The members of the Owners' Committee shall be made up of:
(iii) if the Non-residential Areas remain in single ownership, 1 member as representative of the Non-residential Areas; or if the Non-residential Areas fall into multi-ownership, 1 member as representative of the Commercial Accommodation of the Non-residential Areas and 1 member as representative of the Public Vehicle Park of the Non-residential Areas.
So long as the Non-residential Areas are owned by a single Owner, the member of the Owners' Committee representing the Non-residential Areas shall be appointed by the Owner of the Non-residential Areas who may remove and replace the representative from time to time as the Owner of the Non-residential Areas shall see fit Provided that notice of removal and replacement shall be given to the Owners' Committee. So long as the Commercial Accommodation is owned by a single Owner, the member of the Owners' Committee representing the Commercial Accommodation shall be appointed by the Owner of the Commercial Accommodation who may remove and replace the representative from time to time as the Owner of the Commercial Accommodation shall see fit Provided that notice of removal and replacement shall be given to the Owners' Committee. The member of the Owners' Committee representing the Public Vehicle Park shall be appointed by the Owner of the Public Vehicle Park who may remove and replace the representative from time to time as the Owner of the Public Vehicle Park shall see fit Provided that notice of removal and replacement shall be given to the Owners' Committee."

Clause (2) of the Third Schedule to the Deed of Mutual Covenant

"Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Development and the exclusive right to hold use occupy and enjoy each Unit is held:-
(d) The right for all members of the public during such operation hours of the Public Vehicle Park to have free access to, from and through such parts or parts of the Development for the purposes of gaining access to and from the Public Vehicle Park or any part or parts thereof.
Provided always that the Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities."

Clause (63) of the Fourth Schedule to the Deed of Mutual Covenant

"Upon completion of the Public Vehicle Park in compliance with Special Condition No. (38) of the Government Grant, the Owner of the Public Vehicle Park shall commence to operate the Public Vehicle Park and thereafter at all times during the term agreed to be granted by the Government Grant, continue to operate, uphold, maintain, repair, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and at all times on a scale and in a manner to the satisfaction of the Commissioner for Transport and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parking which are or may at any time be in force in Hong Kong."

5. Parking Information

Relevant Proivisons under the Government Grant

Special Condition No. (39) of the Government Grant

"(a) The Grantee shall:

(i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as "the Facilities, Installations and Equipment") to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as "the Parking Information System Area") for the purpose of submitting information relating to and associated with:

(I) the Visitors' Parking Spaces, the Non-Industrial Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces and the Parking Spaces for Disabled Persons; and

(II) the spaces provided for the parking of motor vehicles in the Public Vehicle Park in accordance with Special Condition No. (38) hereof,

including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as "the Parking Information") as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than the removal works referred to in Special Condition No. (3) hereof and site formation works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "site formation works" shall be as defined in the Buildings Ordinance;

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Grantee's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Grantee's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Grantee's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T; and

(iii) at all reasonable times throughout the term hereby agreed to be granted permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition.

(b) The Grantee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Grantee) and thereafter at all times throughout the term hereby agreed to be granted, at the Grantee's own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Grantee).

(c) The Grantee hereby:

(i) gives his consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise by such government department or third party; and

(ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; any omission, mistake, neglect or default by the Grantee in relation to submitting the Parking Information in accordance with sub-clause (b) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition.

(f) The Parking Information System Area shall be designated as and form part of the Common Areas referred to in Special Condition No. (36) hereof."

Relevant Proivisons under the Deed of Mutual Covenant

Definition of "Development Common Areas" in Recital (1) of the Deed of Mutual Covenant

"The whole of the Lot and the Development which are not otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, the Residential Car Park Common Areas or the Residential Common Areas) and shall include but not limited to:-

(a) such part of the Slope and Retaining Structures (if any) within the Lot;

(b) the fireman's lift lobby and protected lobby to a required staircase, driveways, pressurization fan rooms, air release fan room and ducts, parking space for refuse collection vehicle, master meter room, high voltage cable riser room, sprinkler control valve room, owner's committee office, vent duct, plant delivery access areas, extra low voltage rooms and ducts, pipe ducts, water meter cabinets, pump rooms and tank rooms for various building services (which do not form part of the Residential Car Park Common Areas or the Residential Common Areas), refuse storage and material recovery chambers, electrical rooms and ducts, electrical meter rooms, top roofs (flat roofs), telecommunications and broadcasting rooms, flushing water meter room, water meter room, automatic meter reading room, fresh air ducts, fire service control room and ducts, emergency generator rooms, space for hose reels, transformer rooms, town gas rooms, low voltage switch rooms, staircase pressurization room and ducts, lobby pressurization ducts, exhaust air duct, staircases, lift lobby, concrete fill, smoke extraction system for pressurized lobby and staircase, electrical duct room, air duct, electrical meter cabinet, hose reel nozzle and part of the Maintenance and Repair Access;

(c) the Parking Information System Area;

(d) the External Walls of the Development (excluding those forming parts of the Residential Common Areas or parts of the Non-residential Areas);

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner (which do not form part of the Units, the Residential Car Park Common Areas or the Residential Common Areas). The Development Common Areas are for the purpose of identification shown and coloured Yellow on the plans (certified as to their accuracy by the Authorized Person) hereto annexed."

Definition of "Parking Information" in Recital (1) of the Deed of Mutual Covenant
"The Parking Information referred to in Special Condition No. (39)(a)(i) of the Government Grant and as required under and in accordance with Special Condition No. (39)(b) of the Government Grant."

Definition of "Parking Information System Area" in Recital (1) of the Deed of Mutual Covenant
"The Parking Information System Area referred to in Special Condition No. (39)(a)(i) of the Government Grant."

Clause (3:02:01) of the Deed of Mutual Covenant
"Save and except as otherwise expressly provided in this Deed and the provisions of the Building Management Ordinance (Cap.344), the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Development, including in particular but without in any way limiting the generality of the foregoing:-

(az) to maintain and manage the Parking Information System Area together with the Facilities, Installations and Equipment provided and installed pursuant to Special Condition No. (39)(a)(i) of the Government Grant in good and substantial repair and condition for the purposes of fulfilling the obligations under Special Condition No. (39)(b) of the Government Grant and in all respects to the satisfaction of the Commissioner for Transport and, to submit or cause to be submitted to the Commissioner for Transport the Parking Information in such format and at such time and intervals as the Commissioner for Transport may from time to time require or specify in writing;"

Clause (3:04:02) of the Deed of Mutual Covenant
"The said budgets shall cover all costs expenses and outgoings incurred in relation to the management of the Lot and the Development including without limiting the generality of the foregoing the following items:-

(v) the cost incurred in connection with the Parking Information System Area, the Facilities, Installations and Equipment and the Parking Information pursuant to Clauses (3:02:01)(az);"

6. Construction of Drains and Channels & Connecting Drains and Sewers
Relevant Proivisons under the Government Grant
Special Condition No. (47) of the Government Grant

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

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

7. AMR Outstations
Relevant Proivisons under the Government Grant
Special Condition No. (48) of the Government Grant

"(a) The Grantee shall on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as "the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:
(i) a layout plan showing the locations of the AMR Outstations;
(ii) details of the design, layout and equipment for building up the AMR Outstations; and
(iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.

(c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of this Special Condition. The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under sub-clause (b) of this Special Condition are hereinafter referred to as "the Approved AMR Outstations".

(d) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee, there are structures, objects or materials erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.

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

(g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Grantee on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

(h) The Grantee shall at all times throughout the term hereby agreed to be granted permit the Water Authority, its officers, contractors, agents, its or their workmen and other persons duly authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:
(i) inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (a), (d) and (e) of this Special Condition;
(ii) carrying out any works under sub-clause (f) of this Special Condition; and
(iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.

(i) The Government, the Water Authority, their officers, contractors, agents, its or their workmen and other persons duly authorized by the Water Authority shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the

fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition or otherwise, and no claim whatsoever shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(j) The Grantee shall indemnify and keep indemnified the Government, the Water Authority, their officers, contractors, agents, workmen and other persons duly authorized by the Water Authority from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition."

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

Not applicable

C. Information on the size of any open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the phase

Not applicable

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

Not applicable

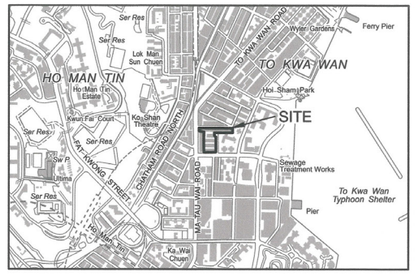
In relation to any of those facilities and open spaces, and those parts of the land, mentioned in Parts A, B, C and D above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the land grant or the deed of dedication (as the case may be).

In relation to any of those facilities and open spaces mentioned in Parts B or C above, the facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties in the phase, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities or open spaces through the management expenses apportioned to the residential properties concerned.

摘錄自批地文件顯示綠色範圍及保留範圍的圖則

A Plan of the Green Area and Reserved Area extracted from the Land Grant

LOCATION



SCALE 1:20 000

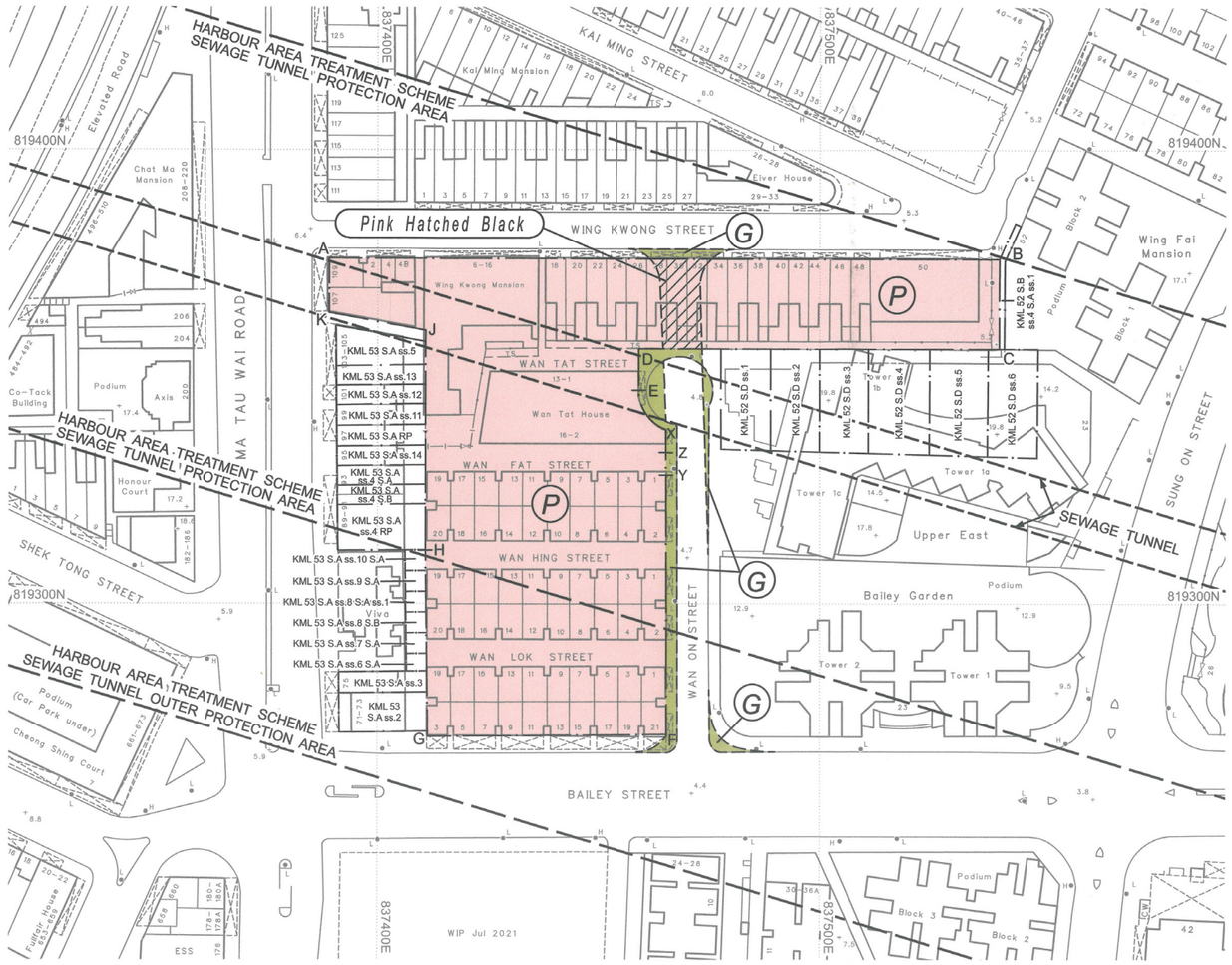
SIDE	DISTANCE IN METRES	BEARING ° ' "	Pt.	CORNER MARKED BY
A B	151.486	90 02 40		
B C	19.812	180 02 40		
C D	81.458	270 02 40		
D E	9.157	179 50 10		
Chord E X	10.593	144 46 09		
X F	67.259	179 50 10		
F G	53.981	269 31 58		
G H	41.129	359 15 50		
H J	48.389	0 02 08		
J K	22.218	280 05 54		
K A	11.964	0 02 40		
CURVE DATA				
Arc EX = 11.285m	Radius = 9.219m	△ = 70° 08' 08"		

SPECIAL CONDITIONS REFER

PINK HATCHED BLACK

GREEN

POINTS X, Y, Z



COLOURED PINK AND PINK HATCHED BLACK AREA 7 406 SQUARE METRES (ABOUT)

SCALE 1:1 000

metres 20 0 20 40 60 80 100 metres

圖例 NOTATION

批地文件特別條款第(14)條規定之保留範圍
Reserved Area under Special Condition No. (14) of the Land Grant

批地文件特別條款第(4)條規定之綠色範圍
Green Area under Special Condition No. (4) of the Land Grant

District Survey Office, Kowloon
Lands Department

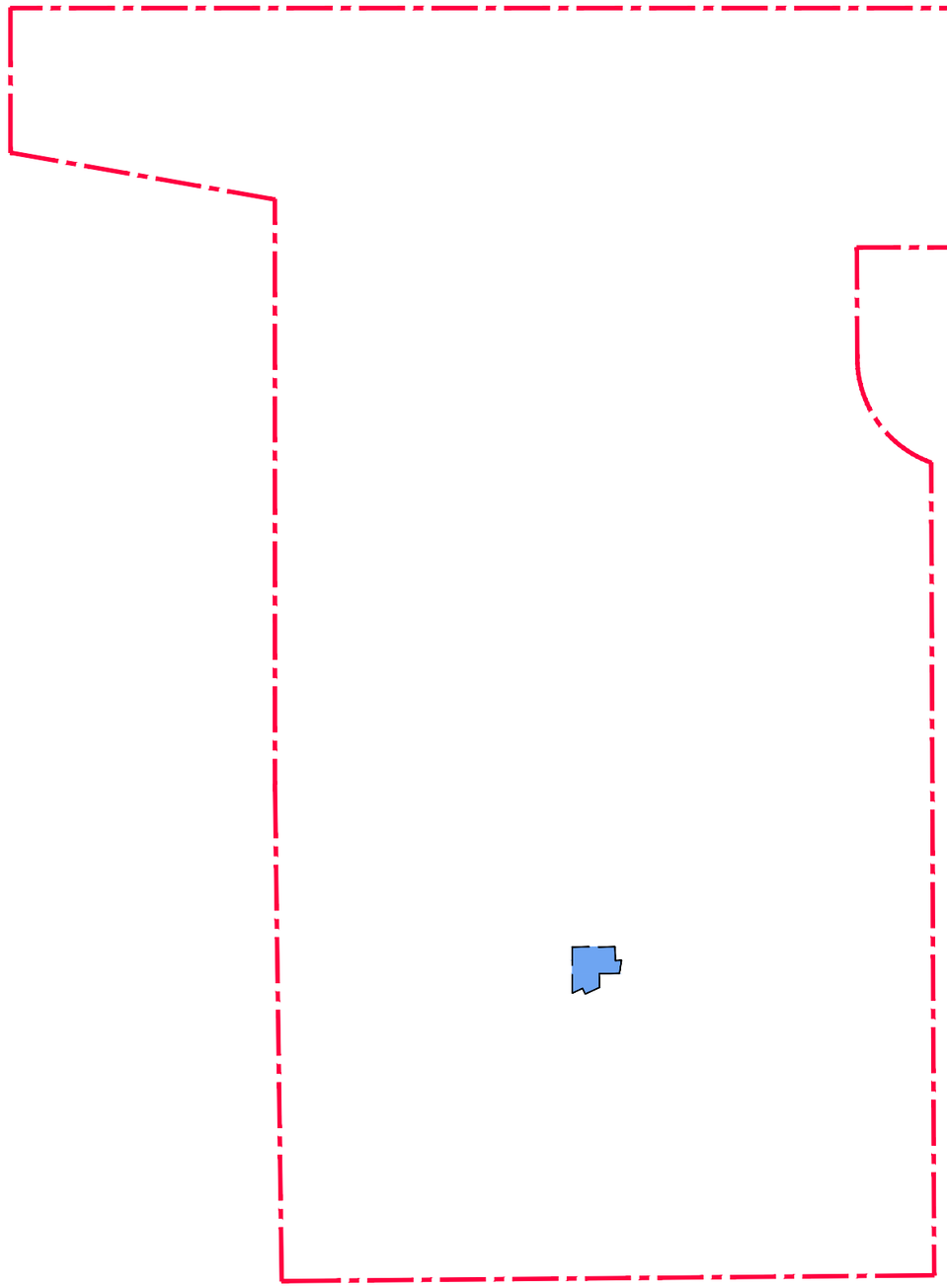
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KOWLOON INLAND LOT No. 11279

File No. DSO/K 023/2016
Survey Sheet No. 11-NW-20D, 11-NE-16C
Layout Plan No. – – –
Reference Plan No. – – –
ALS Plan No. – – –
PLAN No. KL6877-D

Date : 01/09/2021

地庫1樓平面圖
Basement 1/F Floor Plan



南
S

批地文件特別條款第 (48) 條規定之食水供應自動讀錶外站
Automatic Meter Reading Outstation under Special Condition No. (48) of the Land Grant

發展項目的界線 Boundary of the Development

比例 Scale: 0米/M 20米/M

備註： 本圖則旨在切實可行範圍內，盡量顯示本節所述的設施的位置。
Note: This plan is for showing the location of those facilities mentioned in this section as far as it is practicable to do so.

地庫2樓平面圖
Basement 2/F Floor Plan



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S

批地文件特別條款第 (38) 條規定之公共停車場
Public Vehicle Park under Special Condition No. (38) of the Land Grant

發展項目的界線 Boundary of the Development

比例 Scale: 0米/M 20米/M

備註： 本圖則旨在切實可行範圍內，盡量顯示本節所述的設施的位置。
Note: This plan is for showing the location of those facilities mentioned in this section as far as it is practicable to do so.

17 對買方的警告
WARNING TO PURCHASERS

1. 現建議買方聘用一間獨立的律師事務所 (代表擁有人行事者除外)，以在交易中代表買方行事。

2. 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。

3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突：

   (i) 該律師事務所可能不能夠保障買方的利益；及

   (ii) 買方可能要聘用一間獨立的律師事務所。

4. 如屬 3(ii) 段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.

2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.

3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser:

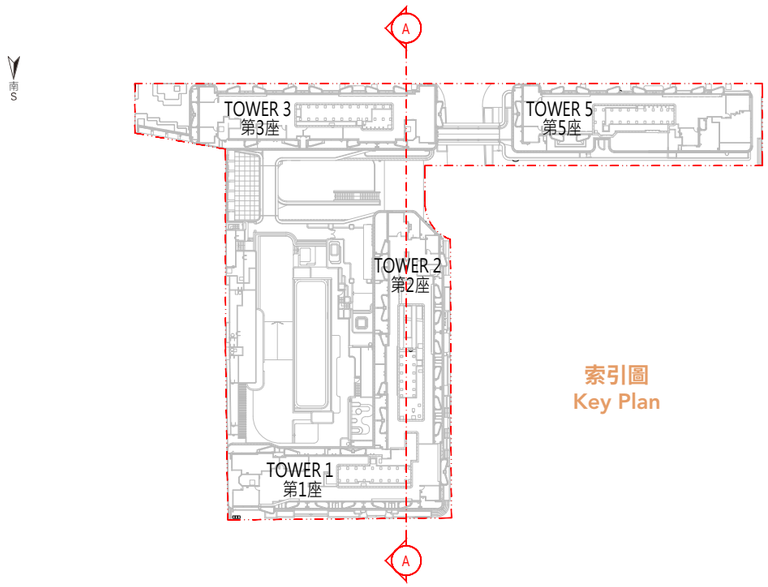
   (i) that firm may not be able to protect the purchaser's interests; and

   (ii) the purchaser may have to instruct a separate firm of solicitors.

4. In the case of paragraph 3 (ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

18 期數中的建築物的橫截面圖
CROSS-SECTION PLAN OF BUILDING IN THE PHASE

橫截面圖 A-A
Cross-Section Plan A-A



索引圖
Key Plan

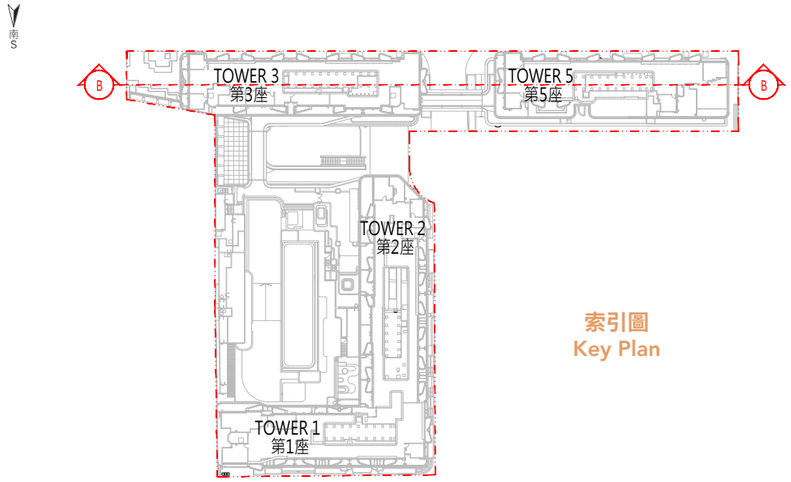
– – 發展項目的界線 Boundary of the Development

1. 毗連建築物的一段庇利街為香港主水平基準以上4.42米至4.77米。
2. 毗連建築物的一段榮光街為香港主水平基準以上5.61米至5.78米。
3. — — — 紅色虛線代表該建築物之最低住宅樓層水平。

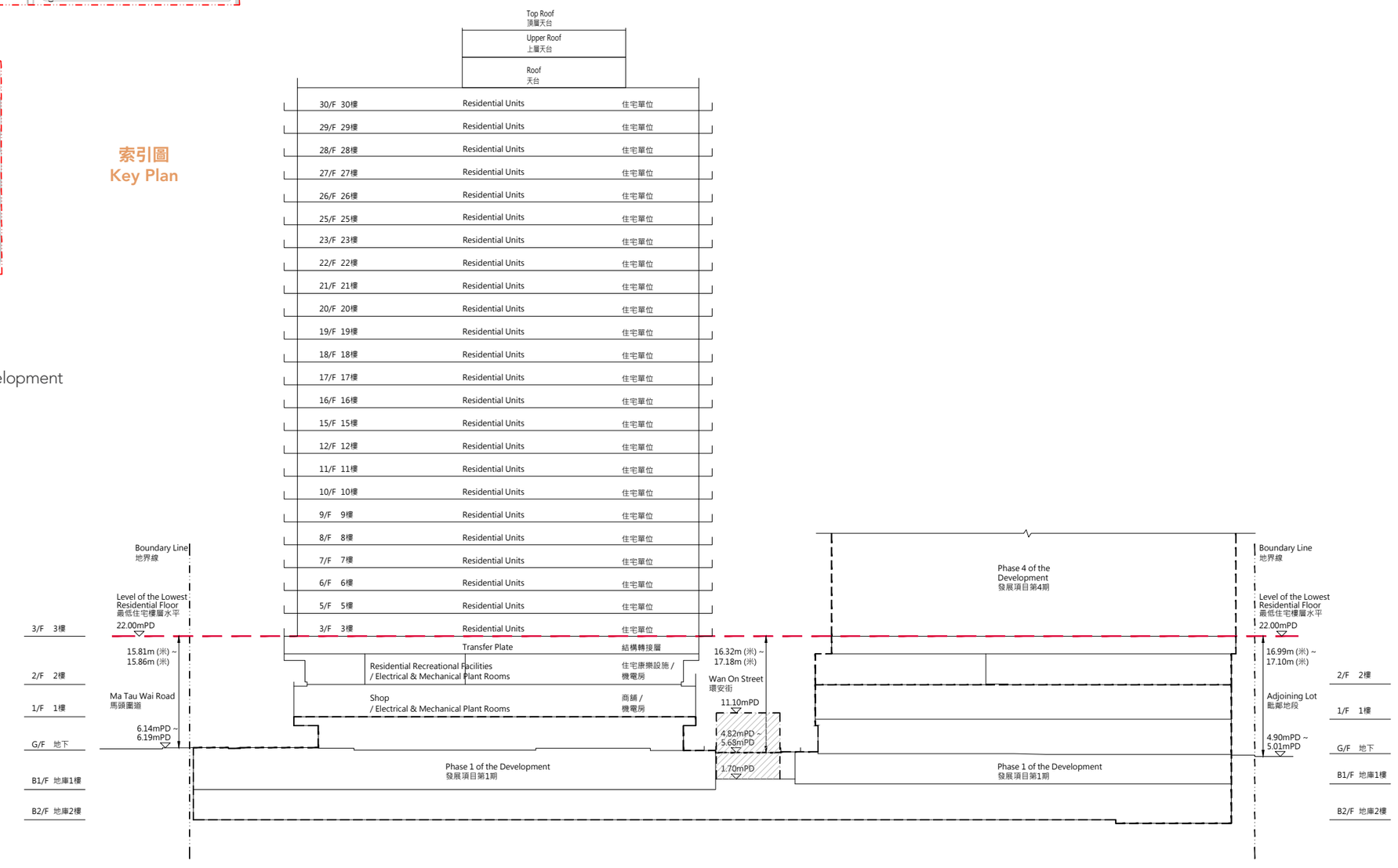
1. The part of Bailey Street adjacent to the building is 4.42 metres to 4.77 metres above the Hong Kong Principal Datum (m.P.D.).
2. The part of Wing Kwong Street adjacent to the building is 5.61 metres to 5.78 metres above the Hong Kong Principal Datum (m.P.D.).
3. — — — Red dotted line denotes the level of the lowest residential floor of the building.

18 期數中的建築物的橫截面圖
CROSS-SECTION PLAN OF BUILDING IN THE PHASE

橫截面圖 B-B
Cross-Section Plan B-B



索引圖
Key Plan

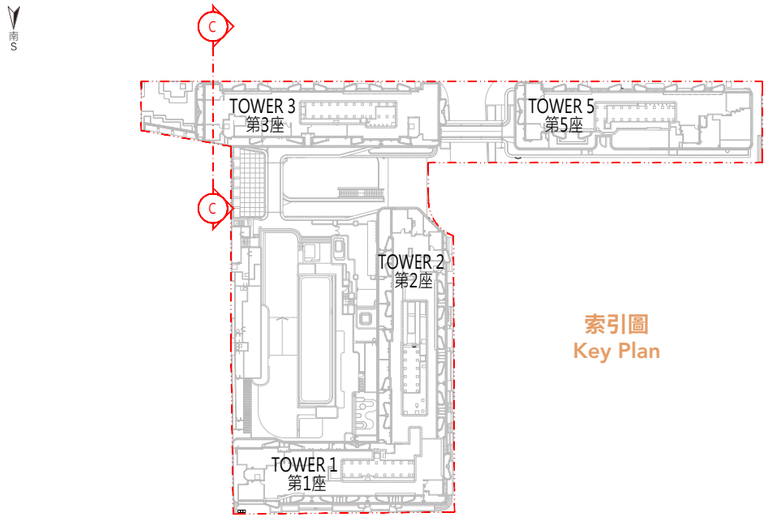


– – 發展項目的界線 Boundary of the Development

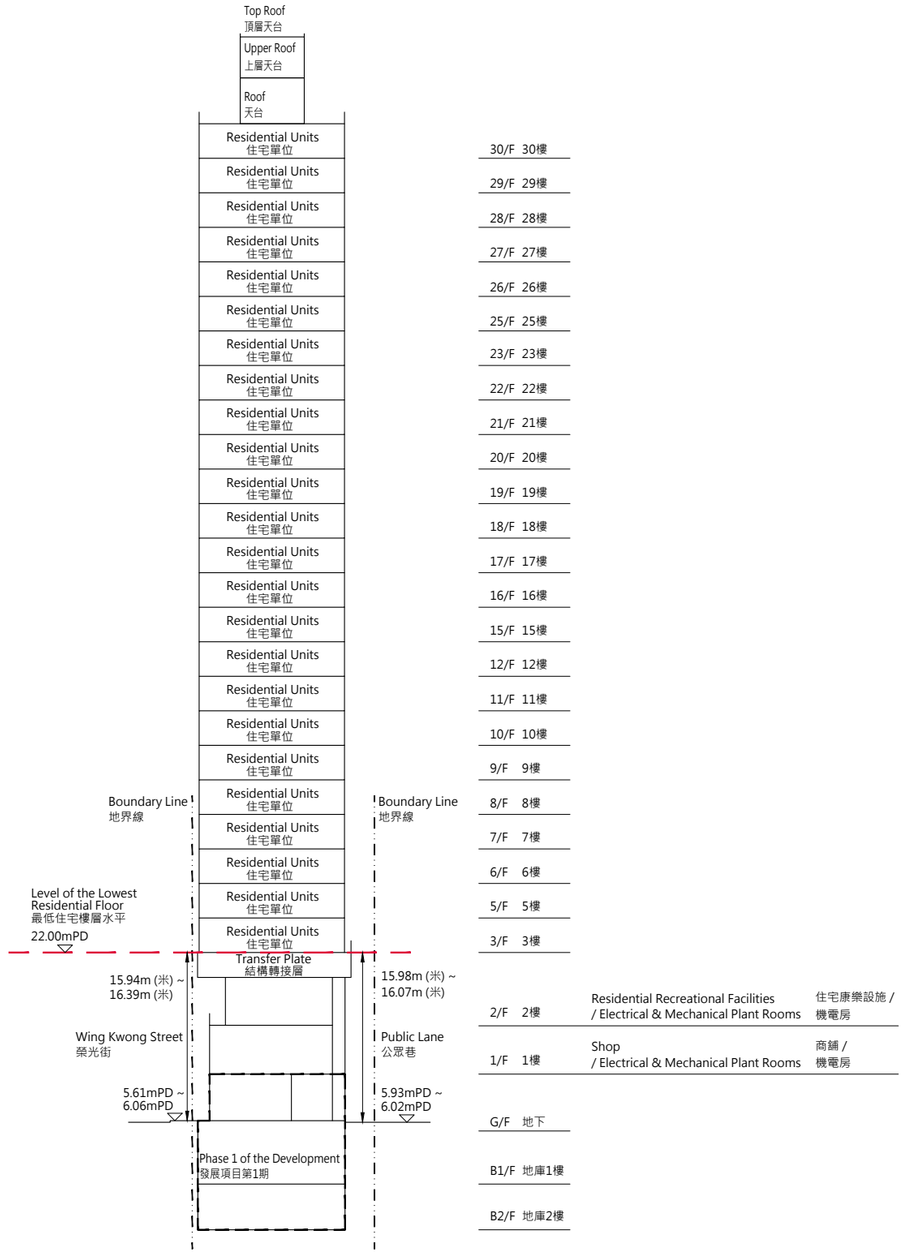
1. 毗連建築物的一段馬頭圍道為香港主水平基準以上6.14米至6.19米。
2. 毗連建築物的一段環安街為香港主水平基準以上4.82米至5.68米。
3. — — — 紅色虛線代表該建築物之最低住宅樓層水平。
4. ▨ 保留範圍作為將來公共道路 (+1.70mPD - +11.10mPD)

1. The part of Ma Tau Wai Road adjacent to the building is 6.14 metres to 6.19 metres above the Hong Kong Principal Datum (m.P.D.).
2. The part of Wan On Street adjacent to the building is 4.82 metres to 5.68 metres above the Hong Kong Principal Datum (m.P.D.).
3. — — — Red dotted line denotes the level of the lowest residential floor of the building.
4. ▨ Reserved area for future public road (+1.70mPD - +11.10mPD)

橫截面圖 C-C
Cross-Section Plan C-C



索引圖
Key Plan

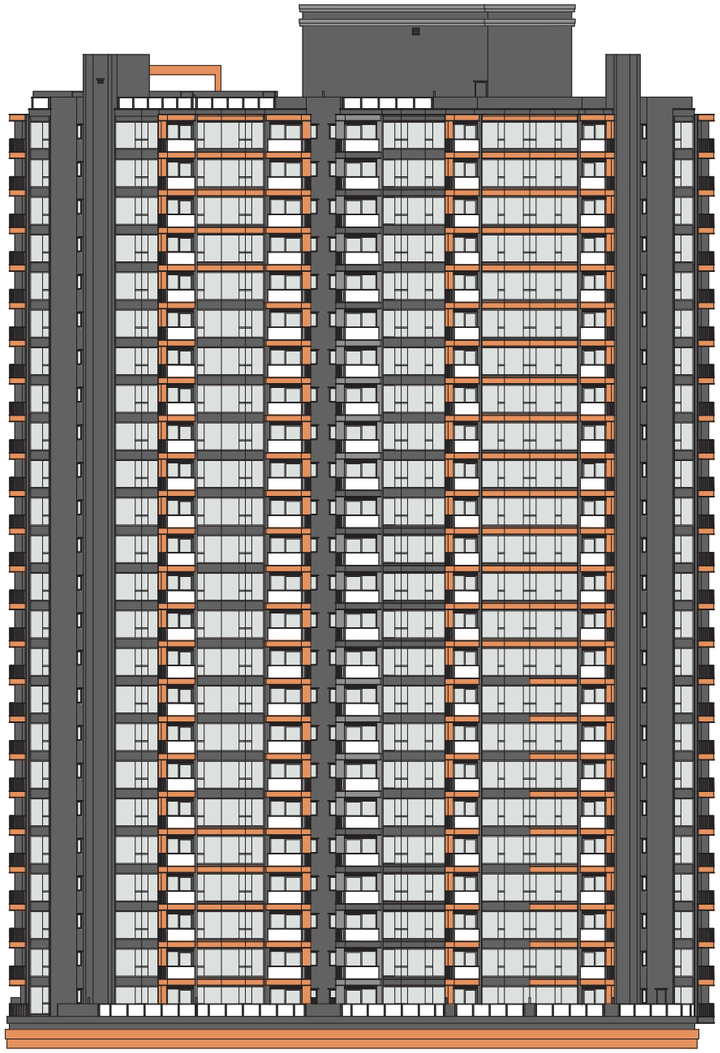


– – 發展項目的界線 Boundary of the Development

1. 毗連建築物的一段榮光街為香港主水平基準以上5.61米至6.06米。
2. 毗連建築物的一段公眾巷為香港主水平基準以上5.93米至6.02米。
3. — — — 紅色虛線代表該建築物之最低住宅樓層水平。

1. The part of Wing Kwong Street adjacent to the building is 5.61 metres to 6.06 metres above the Hong Kong Principal Datum (m.P.D.).
2. The part of Public Lane adjacent to the building is 5.93 metres to 6.02 metres above the Hong Kong Principal Datum (m.P.D.).
3. — — — Red dotted line denotes the level of the lowest residential floor of the building.

第3座 Tower 3



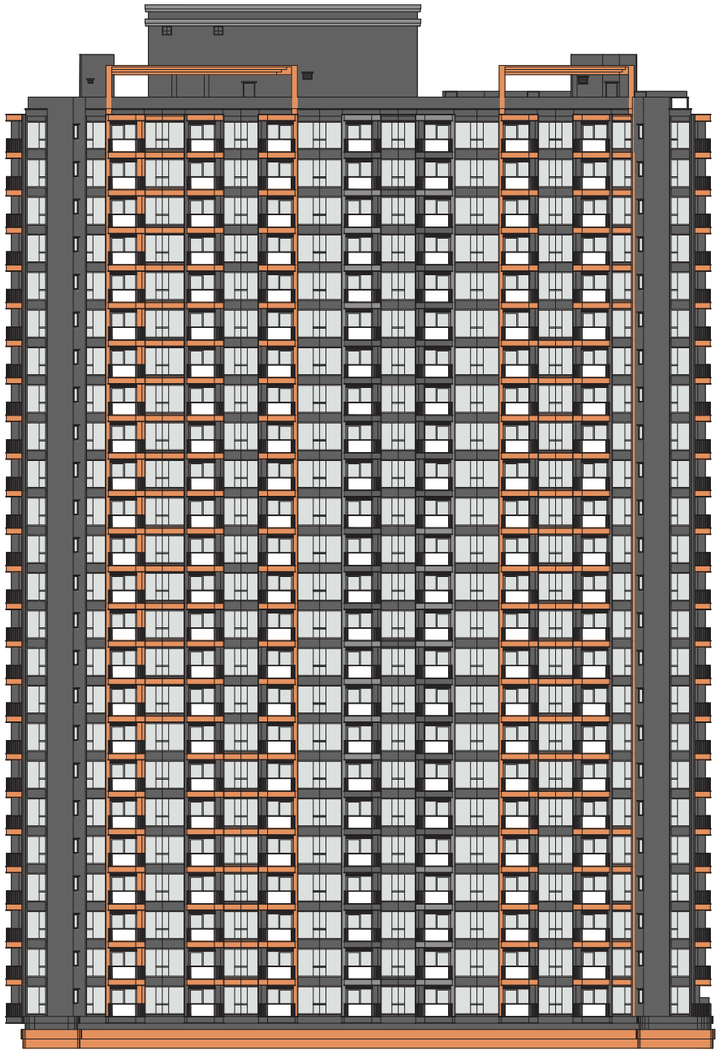
南立面圖
South Elevation

第3座 Tower 3



西立面圖
West Elevation

第3座 Tower 3



北立面圖
North Elevation

第3座 Tower 3

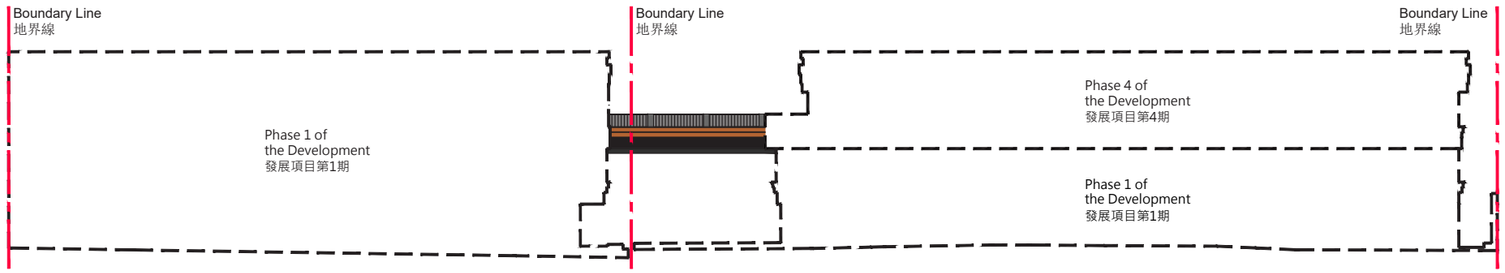


東立面圖
East Elevation

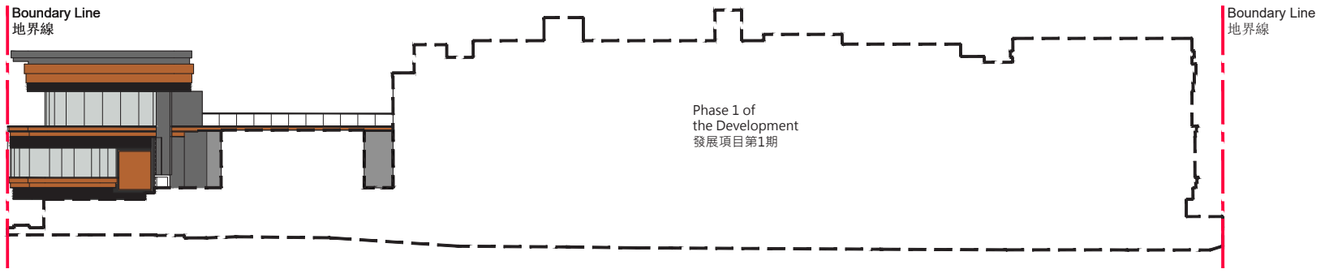
期數的認可人士證明本立面圖所顯示的立面：
1. 以2026年6月2日的情況為準的本期數的經批准的建築圖則為基礎擬備；及
2. 大致上與本期數的外觀一致。

Authorized Person for the Phase certified that the elevations shown on these elevation plans:
1. are prepared on the basis of the approved building plans for the Phase as of 2 June 2026; and
2. are in general accordance with the outward appearance of the Phase.

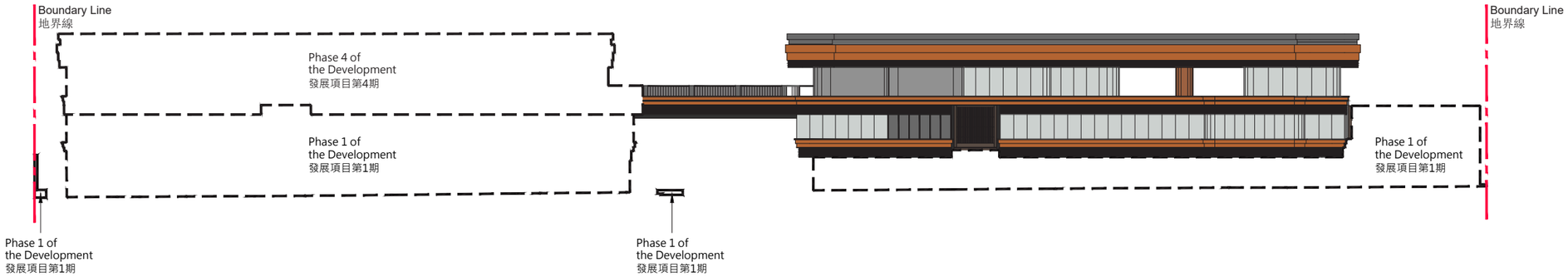
19 立面圖
ELEVATION PLAN



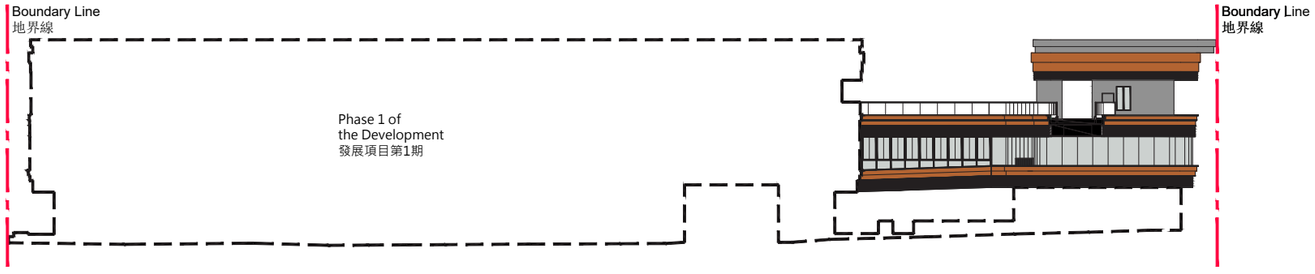
南立面圖
South Elevation



西立面圖
West Elevation



北立面圖
North Elevation



東立面圖
East Elevation

期數的認可人士證明本立面圖所顯示的立面：
1. 以2026年3月17日的情況為準的本期數的經批准的建築圖則為基礎擬備；及
2. 大致上與本期數的外觀一致。

Authorized Person for the Phase certified that the elevations shown on these elevation plans:
1. are prepared on the basis of the approved building plans for the Phase as of 17 March 2026; and
2. are in general accordance with the outward appearance of the Phase.

20 期數中的公用設施的資料
INFORMATION ON COMMON FACILITIES IN THE PHASE

公用設施 Common Facilities	位置 Location	有上蓋遮蓋面積 Covered Area	沒有上蓋遮蓋面積 Uncovered Area
a) 住客會所(包括供住客使用的任何康樂設施) Residents' clubhouse (including any recreational facilities for residents' use)	2樓 2/F	247.087 sq. m. 平方米 2,660 sq. ft. 平方呎	不適用 Not applicable
b) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱) A communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as a communal sky garden or otherwise)	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
c) 位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱) A communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise)	2樓 2/F	402.151 sq. m. 平方米 4,329 sq. ft. 平方呎	169.895 sq. m. 平方米 1,829 sq. ft. 平方呎

備註：
1. 康樂設施有上蓋遮蓋之面積為核准圖則內獲建築事務監督豁免之康樂設施面積。
2. 以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。
3. 以上「住客會所」的面積是供整個發展項目(由第1期、第2期、第3期及第4期組成)的住客使用。各期數內的住宅公用設施為供所有期數的住宅單位業主及其訪客使用的公用及共享設施。詳情請參閱公契。
4. 以上「位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方」的面積是供整個發展項目(由第1期、第2期、第3期及第4期組成)的住客使用。各期數的住宅公用設施為供所有期數的住宅單位業主及其訪客使用的公用及共享設施。詳情請參閱公契。

Notes:
1. The covered area of recreational facilities is the exempted recreational facilities area permitted by the Building Authority as shown on the approved building plans.
2. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.
3. The area of "Residents' clubhouse" as specified above is for serving the residents in the whole Development comprising Phase 1, Phase 2, Phase 3 and Phase 4. Residential Common facilities in each phase are intended for the common use and benefit of the owners of residential units of all phases and their bona fide visitors. Please refer to the Deed of Mutual Covenant for details.
4. The area of "communal garden or play area for residents" use below the lowest residential floor of a building in the Phase" as specified above is for serving the residents in the whole Development comprising Phase 1, Phase 2, Phase 3 and Phase 4. Residential common facilities in each phase are intended for the common use and benefit of the owners of residential units of all phases and their bona fide visitors. Please refer to the Deed of Mutual Covenant for details.

21 閱覽圖則及公契
INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT

1. 備有關乎發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。

2. (a) 以下文件的文本存放在發售有關住宅物業的售樓處，以供閱覽 -

   住宅物業的每一公契在將住宅物業提供出售的日期的最新擬稿。

   (b) 無須為閱覽付費。

1. Copies of outline zoning plans relating to the Development are available for inspection at www.ozp.tpb.gov.hk.

2. (a) Copies of the following document are available for inspection at the place at which the residential property is offered to be sold -
   the latest draft of every deed of mutual covenant in respect of the residential property as at the date on which the residential property is offered to be sold.

   (b) The inspection is free of charge.

1. 外部裝修物料

細項		描述	
(a)	外牆	裝修物料的類型	基座 : 玻璃外牆、玻璃幕牆、鋁質飾面板、鋁質百葉、鋁質格柵、玻璃飾面板、瓷磚、陶磚及垂直綠化、石材飾面板、鍍鋅低碳鋼百葉、鍍鋅低碳鋼格柵 住宅大廈 : 玻璃幕牆、鋁質飾面板、鋁質百葉、鋁質格柵、玻璃飾面板、鋁質裝飾、瓷磚及外牆漆
(b)	窗	框的用料	氟碳塗層鋁質框
		玻璃的用料	睡房選用低輻射鍍膜中空玻璃 廚房選用清玻璃 浴室選用有色夾層玻璃
(c)	窗台	窗台的用料	不適用
		窗台板的裝修物料	不適用
(d)	花槽	裝修物料的類型	不適用
(e)	陽台或露台	裝修物料的類型	露台: 裝有夾層玻璃欄河、鋁質欄河及鋁質頂欄 地台: 戶外地磚 牆身: 瓷磚 天花: (a) 鋁質假天花及外牆漆 (除D、E、N、P單位外) (b) 鋁質假陣及外牆漆 (適用於D、E、N、P單位)
		是否有蓋	露台設有上蓋
		陽台	不適用
(f)	乾衣設施	類型	摺疊式晾衣架
		用料	不銹鋼及鋁質框

2. 室內裝修物料

(a)	大堂		牆壁	地板	天花板	
		地下住宅入口大堂的裝修物料的類型	外露牆身鋪砌瓷磚、木皮飾面、金屬及玻璃	天然石	石膏板假天花、金屬及木製燈槽髹乳膠漆	
		住宅樓層電梯大堂的裝修物料的類型	外露牆身鋪砌瓷磚、膠板飾面、金屬及玻璃	瓷磚及金屬	石膏板假天花及燈槽髹乳膠漆	
(b)	內牆及天花板		牆壁		天花板	
		客廳的裝修物料的類型	乳膠漆		乳膠漆及石膏板假天花髹乳膠漆	
		飯廳的裝修物料的類型	乳膠漆		乳膠漆及石膏板假天花髹乳膠漆	
		睡房的裝修物料的類型	乳膠漆		乳膠漆及石膏板假天花髹乳膠漆	
(c)	內部地板		地板		牆腳線	
		客廳的用料	瓷磚		木腳線	
		飯廳的用料	瓷磚		木腳線	
		睡房的用料	瓷磚		木腳線	
(d)	浴室		牆壁	地板	天花板	
		(i) 裝修物料的類型	外露牆身鋪砌瓷磚	外露地台鋪砌瓷磚及天然石	石膏板假天花髹乳膠漆	
		(ii) 牆壁的裝修物料是否鋪至天花板	裝修物料鋪至假天花底			
(e)	廚房		牆壁	地板	天花板	灶台
		(i) 裝修物料的類型	(a) 外露牆身鋪砌瓷磚 (適用於A及B單位) (b) 外露牆身鋪砌瓷磚、膠板飾面及金屬 (除A及B單位外)	(a) 外露地台鋪砌瓷磚及天然石(適用於A及B單位) (b) 外露地台鋪砌瓷磚(除A及B單位外)	石膏板假天花髹乳膠漆	人造石
		(ii) 牆壁的裝修物料是否鋪至天花板	裝修物料鋪至假天花底			

3. 室內裝置

(a)	門		用料	裝修物料	配件
		單位大門	防火實心木掩門	膠板飾面	電子門鎖、防盜眼、門鼓及門擋
		露台及工作平台門	鋁框玻璃趟門	鋁質飾面	門鎖
		平台門 (3樓A、B、C、D、E、Q及R單位)	鋁框玻璃趟門	鋁質飾面	門鎖
		平台門 (3樓P單位)	鋁框玻璃掩門	鋁質飾面	門鎖
		主人睡房、睡房1及睡房2門	實心木掩門	膠板飾面及金屬	門鎖及門擋
		主人浴室門	實心木掩門	膠板飾面及金屬	門鎖及門擋連掛鈎
		浴室門	(a)實心木掩門 (適用於E及N單位) (b)實心木掩門及鋁質百葉 (除E及N單位外)	膠板飾面及金屬	門鎖及門擋連掛鈎
		廚房門	防火實心木及防火玻璃掩門	膠板飾面及金屬	門鼓、門柄及門擋
		儲物房門	(a)實心木趟門(適用於C單位) (b)實心木掩門(適用於A及B單位)	膠板飾面及金屬	(a)門鎖(適用於C單位) (b)門鎖及門擋(適用於A及B單位)
		天台閘	鋁質掩閘	鋁質飾面	門鎖
(b)	浴室		裝置及設備	類型	用料
		(i) 裝置及設備的類型及用料	櫃	洗手盆櫃檯面	天然石
				洗手盆櫃	木製櫃配膠板飾面及金屬
				鏡櫃	木製櫃配膠板飾面、鏡及金屬
			潔具	洗手盆水龍頭	粉末塗層
				洗手盆	搪瓷
				座廁	搪瓷
				肥皂架	金屬
				廁紙架	粉末塗層
				淋浴間	強化玻璃
			設備	請參閱「設備說明」	
		(ii) 供水系統的類型及用料		冷水喉	銅喉
				熱水喉	隔熱絕緣保護之銅喉
		(iii) 沐浴設施 (包括花灑或浴缸 (如適用的話))	花灑	花灑套裝	粉末塗層
			浴缸 (適用於A及B單位)	浴缸水龍頭套裝	粉末塗層
				浴缸	鋼釉
		(iv) 浴缸大小 (如適用的話)		700毫米闊 x 1500毫米長 x 390毫米深	
(c)	廚房		用料		
		(i) 洗滌盆	不銹鋼		
		(ii) 供水系統	冷水喉採用銅喉，熱水喉採用隔熱絕緣保護之銅喉		
			用料	裝修物料	
		(iii) 廚櫃	木製廚櫃配木製門板	膠板飾面、焗漆及金屬	
		(iv) 所有其他裝置及設備的類型	消防裝置及設備	開放式廚房內或附近的天花裝置煙霧探測器及消防花灑頭 (除A及B單位外)	
			其他裝置	鍍鉻洗滌盆水龍頭	
			其他設備	請參閱「設備說明」	
(d)	睡房		裝置	類型	用料
		裝置(包括嵌入式衣櫃)的類型及用料	嵌入式衣櫃	不適用	不適用
			其他裝置	不適用	不適用

3. 室內裝置

(e)	電話	接駁點的位置及數目	請參閱「住宅單位機電裝置位置及數量說明表」	
(f)	天線	接駁點的位置及數目	請參閱「住宅單位機電裝置位置及數量說明表」	
(g)	電力裝置	(i) 供電附件(包括安全裝置)	供電附件	提供電掣及插座之面板
			安全裝置	單相電力並裝妥微型斷路器
		(ii) 導管是隱藏或外露	導管是部分隱藏部分外露[1]	
		(iii) 電插座及空調機接駁點的位置及數目	請參閱「住宅單位機電裝置位置及數量說明表」	
(h)	氣體供應	類型	煤氣	
		系統	所有單位提供煤氣喉接駁煤氣煮食爐及煤氣熱水爐，3樓A、B、C、D、E、P、Q及R單位及30樓A、B、C、D及E單位另提供備用煤氣喉接駁點	
		位置	請參閱「住宅單位機電裝置位置及數量說明表」	
(i)	洗衣機接駁點	位置	請參閱「住宅單位機電裝置位置及數量說明表」	
		設計	設有洗衣機來、去水接駁喉位	
(j)	供水	(i) 水管的用料	冷水喉採用銅喉及熱水喉採用配有隔熱絕緣保護之銅喉	
		(ii) 水管是隱藏或外露	水管是部分隱藏及部分外露[2]	
		(iii) 有否熱水供應	開放式廚房、廚房、主人浴室及浴室供應熱水	

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

4. 雜項

(a)	升降機			住宅升降機	
		(i) 品牌名稱及產品型號	品牌名稱	Kone	
			產品型號	MiniSpace	
		(ii) 升降機的數目及到達的樓層	升降機的數目	3	
			到達的樓層	8號及9號升降機: 地下、2樓-3樓、5樓-12樓、15樓-23樓、25樓-30樓 7號升降機: 地庫2樓、地下、2樓-3樓、5樓-12樓、15樓-23樓、25樓-30樓	
(b)	信箱	用料	金屬		
(c)	垃圾收集	(i) 垃圾收集的方法	垃圾由清潔工人收集		
		(ii) 垃圾房的位置	各住宅層之公用地方設有垃圾及物料回收室、地庫1樓設有中央垃圾收集房		
(d)	水錶、電錶及氣體錶		水錶	電錶	氣體錶
		(i) 位置	每層之公共水錶櫃	(a) 每層之公共電錶房 (適用於所有A、B、C、D、E、F、G及H單位) (b) 每層之公共電錶櫃 (適用於所有J、K、L、M、N、P、Q及R單位)	(a) 廚房 (適用於所有A及B單位) (b) 露台 (適用於所有F、G、H、J、K、L、M、N及P單位及5樓-12樓、15樓-23樓、25樓-30樓C、D、E、Q及R單位) (c) 平台 (適用於3樓C、D、E、Q及R單位)
		(ii) 就住宅單位而言是獨立抑或公用的錶	獨立	獨立	獨立

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

5. 保安設施

保安系統及設備 (包括嵌入式的裝備的細節及其位置)	入口通道控制及保安系統	地下住宅入口大堂設有對講機系統及智能讀卡機。住宅升降機內設有智能讀卡機。停車場設有汽車控制系統。
	閉路電視	地下住宅入口大堂、停車場、樓梯出口、所有升降機內及會所均設有閉路電視系統直接連接位於2樓之管理處。

6. 設備說明

位置	設備	適用單位	品牌名稱	產品型號(如有)	
				室內機	室外機
客廳/飯廳	可變冷媒流量空調系統 (變頻冷暖)	所有單位 (除A、B及C單位外)	伊萊克斯	EMI2-18GDHN18(At)	EMDV-V48WDHN1(SG)#
		A、B及C單位		EMI2-24GDHN18(At)	EMDV-V56WDHN1(SG)^
主人睡房		所有單位 (除A、B及C單位外)		EMI2-12GDHN18(At)	EMDV-V48WDHN1(SG)#
		A、B及C單位		EMI2-12GDHN18(At)	EMDV-V56WDHN1(SG)^
睡房1		所有單位 (除A、B及C單位外)		EMI2-07GDHN18(At)	EMDV-V48WDHN1(SG)#
		A、B及C單位		EMI2-07GDHN18(At)	EMDV-V56WDHN1(SG)^
睡房2		A及B單位		EMI2-07GDHN18(At)	EMDV-V56WDHN1(SG)^
儲物房		A、B及C單位		EMI2-07GDHN18(At)	EMDV-V56WDHN1(SG)#

賣方承諾如該期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。
備註: # 此型號為可變冷媒流量空調系統室外機，並與同一住宅物業內其他位置同樣標示為#的可變冷媒流量空調系統室外機為同一台裝置。
^ 此型號為可變冷媒流量空調系統室外機，並與同一住宅物業內其他位置同樣標示為 ^ 的可變冷媒流量空調系統室外機為同一台裝置。

位置	設備	適用單位	品牌	型號 (如有)
客廳/飯廳	嵌入式微波爐	C單位	Siemens	BE525LMS0H
	嵌入式雪櫃	C單位	Siemens	KU21RADE0C
	嵌入式冷櫃	C單位	Philco	PBU8101HZ
廚房	洗衣乾衣機	A及B單位	Rosieres	RILS14853TH2-UK
	嵌入式微波爐	A及B單位	Siemens	BE525LMS0H
	嵌入式煤氣煮食爐	A及B單位	TGC	TRTB53ST-G
	嵌入式雪櫃	A及B單位	Siemens	KI86NHFD0K
	抽油煙機	A及B單位	Rosieres	RHT680IN
	煤氣熱水爐	A及B單位	TGC	TRJW222TFQL
	抽氣扇	A及B單位	Ostberg	LPK 200 A1
開放式廚房	洗衣乾衣機	所有單位 (除A及B單位外)	Rosieres	RILS14853TH2-UK
	嵌入式微波爐	所有單位 (除A、B及C單位外)	Siemens	BE525LMS0H
	嵌入式煤氣煮食爐	所有單位 (除A及B單位外)	Mia Cucina	MYB32CT
	嵌入式雪櫃	所有單位 (除A、B及C單位外)	Rosieres	RSOP122-2
	抽油煙機	所有單位 (除A及B單位外)	Rosieres	RHT680IN
主人浴室	抽氣扇	A及B單位	Ostberg	LPK-S 125A1
浴室	抽氣扇	所有單位	Ostberg	LPK-S 125A1
	煤氣熱水爐	D及N單位	TGC	RBOX16L
		E及P單位	TGC	RBOX16R
露台及工作平台	煤氣熱水爐	5樓-12樓、15樓-23樓、25樓-30樓A、C及R單位	TGC	RBOX16QL
		F、H及K單位	TGC	RBOX16L
		5樓-12樓、15樓-23樓、25樓-30樓B及Q單位	TGC	RBOX16QR
		G、J 、 L 、 M單位	TGC	RBOX16R
平台	煤氣熱水爐	3樓C及R單位	TGC	RBOX16QL
		3樓A單位	TGC	RBOX16L
		3樓Q單位	TGC	RBOX16QR
		3樓B單位	TGC	RBOX16R

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

1. Exterior finishes

Item		Description	
(a)	External Wall	Type of finishes	Podium: Glass wall, curtain wall, aluminium cladding, aluminium louver, aluminium grilles, glass cladding, ceramic tile, terracotta tile and vertical greenery, stone cladding, galvanized mild steel lourvre, galvanized mild steel grilles Residential tower: Curtain wall, aluminium cladding, aluminium louver, aluminium grilles, glass cladding, aluminium feature, ceramic tile and external paint
(b)	Window	Material of frame	Fluorocarbon coated aluminium frame
		Material of glass	Insulated-glass-unit with low-E coating at bedrooms Clear glass at kitchens Tinted laminated glass at bathrooms
(c)	Bay window	Material of bay window	Not applicable
		Window sill finishes	Not applicable
(d)	Planter	Type of finishes	Not applicable
(e)	Verandah or balcony	Type of finishes	Balcony: Fitted with laminated glass balustrade, aluminium balustrade and aluminium top rail Floor: External floor tile Wall: Ceramic tile Ceiling: (a) Aluminium false ceiling and external paint (Except Flats D, E, N & P) (b) Aluminium bulkhead and external paint (For Flats D, E, N & P)
		Whether it is covered	Balcony is covered
		Verandah	Not applicable
(f)	Drying facilities for clothing	Type	Foldable drying rack
		Material	Stainless steel and aluminium frame

2. Interior finishes

(a)	Lobby		Wall	Floor	Ceiling	
		Type of finishes of G/F residential entrance lobby	Ceramic tile, wood veneer, metal and glass to the exposed surface	Natural stone	Gypsum board false ceiling, metal with wooden light trough with emulsion paint	
		Type of finishes of lift lobby for residential floors	Ceramic tile, plastic laminate, metal and glass to the exposed surface	Ceramic tile and metal	Gypsum board false ceiling with light trough with emulsion paint	
(b)	Internal wall and ceiling		Wall		Ceiling	
		Type of finishes for living room	Emulsion paint		Emulsion paint and gypsum board false ceiling with emulsion paint	
		Type of finishes for dining room	Emulsion paint		Emulsion paint and gypsum board false ceiling with emulsion paint	
		Type of finishes for bedroom	Emulsion paint		Emulsion paint and gypsum board false ceiling with emulsion paint	
(c)	Internal floor		Floor		Skirting	
		Material for living room	Ceramic tile		Timber skirting	
		Material for dining room	Ceramic tile		Timber skirting	
		Material for bedroom	Ceramic tile		Timber skirting	
(d)	Bathroom		Wall	Floor	Ceiling	
		(i) Type of finishes	Ceramic tile to the exposed surface	Ceramic tile and natural stone to the exposed surface	Gypsum board false ceiling with emulsion paint	
		(ii) Whether the wall finishes run up to the ceiling	Up to the bottom level of false ceiling			
(e)	Kitchen		Wall	Floor	Ceiling	Cooking Bench
		(i) Type of finishes	(a) Ceramic tile to the exposed surface (For Flats A and B) (b) Ceramic tile, plastic laminate and metal to the exposed surface (Except Flats A and B)	(a) Ceramic tile and natural stone to the exposed surface (For Flats A and B) (b) Ceramic tile to the exposed surface (Except Flats A and B)	Gypsum board false ceiling with emulsion paint	Reconstituted stone
		(ii) Whether the wall finishes run up to the ceiling	Up to the bottom level of false ceiling			

3. Interior fittings

(a)	Doors		Material	Finishes	Accessories
		Main entrance door	Fire-rated solid core timber swing door	Plastic laminate	Electrical lockset, eye viewer, door closer and door stopper
		Balcony and utility platform door	Aluminium framed glass sliding door	Aluminium	Lockset
		Flat roof door (For Flats A, B, C, D, E, Q and R on 3/F)	Aluminium framed glass sliding door	Aluminium	Lockset
		Flat roof door (For Flat P on 3/F)	Aluminium framed glass swing door	Aluminium	Lockset
		Master bedroom, bedroom 1 and bedroom 2 door	Solid core timber swing door	Plastic laminate and metal	Lockset and door stopper
		Master bathroom door	Solid core timber swing door	Plastic laminate and metal	Lockset and door stopper with hook
		Bathroom door	(a) Solid core timber swing door (For all Flats E and N) (b) Solid core timber swing door and aluminium louver (Except all Flats E and N)	Plastic laminate and metal	Lockset and door stopper with hook
		Kitchen door	Fire-rated solid core timber and fire-rated glass swing door	Plastic laminate and metal	Door closer, handle and door stopper
		Store room door	(a) Solid core timber sliding door (For all Flat C) (b) Solid core timber swing door (For all Flats A and B)	Plastic laminate and metal	a) Lockset (For all Flat C) b) Lockset and door stopper (For all Flats A and B)
		Roof gate	Aluminium swing gate	Aluminium	Lockset
(b)	Bathroom		Fittings & Equipment	Type	Material
		(i) Type and material of fittings and equipment	Cabinet	Basin countertop	Natural stone
				Basin cabinet	Timber cabinet with plastic laminate and metal
				Mirror cabinet	Timber cabinet with plastic laminate, mirror and metal
			Bathroom fittings	Wash basin mixer	Powder coated
				Wash basin	Vitreous China
				Water closet	Vitreous China
				Soap holder	Metal
				Paper holder	Powder coated
				Shower compartment	Tempered glass
			Appliances	Please refer to the "Appliances Schedule"	
		(ii) Type and material of water supply system		Cold water supply	Copper water pipes
				Hot water supply	Copper water pipes with thermal insulation
		(iii) Type and material of bathing facilities (including shower or bath tub, if applicable)	Shower	Shower set	Powder coated
			Bath tub (For all Flats A and B)	Bath tub mixer set	Powder coated
				Bath tub	Steel enamel
		(iv) Size of bath tub, if applicable		700mm width x 1500mm length x 390mm depth	
(c)	Kitchen		Material		
		(i) Sink unit	Stainless steel		
		(ii) Water supply system	Copper pipes for cold water supply and copper pipes with thermal insulation for hot water supply		
			Material	Finishes	
		(iii) Kitchen cabinet	Timber cabinet with timber door panel	Plastic laminate, lacquer paint and metal	
		(iv) Type of all other fittings and equipment	Fire service installations and equipment	Ceiling-mounted smoke detector and sprinkler head are fitted in or near open kitchen (Except Flats A&B)	
			Other fittings	Chrome plated sink mixer	
			Other equipment	Please refer to the "Appliances Schedule"	
(d)	Bedroom		Fittings	Type	Material
		Type and material of fittings (including built-in wardrobe)	Built-in wardrobe	Not applicable	Not applicable
			Other fittings	Not applicable	Not applicable

3. Interior fittings

(e)	Telephone	Location and number of connection points	Please refer to the "Schedule for the Location and Number of Mechanical and Electrical Provisions of Residential Units"	
(f)	Aerials	Location and number of connection points	Please refer to the "Schedule for the Location and Number of Mechanical and Electrical Provisions of Residential Units"	
(g)	Electrical installations	(i) Electrical fittings (including safety devices)	Electrical fittings	Faceplate for all switches and power sockets
			Safety devices	Single phase electricity supply with miniature circuit breaker distribution board
		(ii) Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed[1]	
		(iii) Location and number of power points and air-conditioner points	Please refer to the "Schedule for the Location and Number of Mechanical and Electrical Provisions of Residential Units"	
(h)	Gas supply	Type	Town Gas	
		System	Gas supply pipe is provided and connected to gas cooker and gas water heater for all flats, additional gas supply connection point is provided for Flats A, B, C, D, E, P, Q and R on 3/F and Flats A, B, C, D and E on 30/F	
		Location	Please refer to the "Schedule for the Location and Number of Mechanical and Electrical Provisions of Residential Units"	
(i)	Washing machine connection point	Location	Please refer to the "Schedule for the Location and Number of Mechanical and Electrical Provisions of Residential Units"	
		Design	Drain point and water point are provided for washing machine	
(j)	Water supply	(i) Material of water pipes	Copper pipes for cold water supply and copper pipes with thermal insulation for hot water supply	
		(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed[2]	
		(iii) Whether hot water is available	Hot water supply is provided to the open kitchen, kitchen, master bathroom and bathroom	

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

4. Miscellaneous

(a)	Lifts			Residential Lift	
		(i) Brand name and model number	Brand Name	Kone	
			Model Number	MiniSpace	
		(ii) Number and floors served by them	Number of lifts	3	
			Floor served by the lifts	Lift nos. 8 and 9: G/F, 2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-30/F Lift no. 7: B2/F, G/F, 2/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-30/F	
(b)	Letter box	Material	Metal		
(c)	Refuse collection	(i) Means of refuse collection	Collected by cleaners		
		(ii) Location of refuse room	Refuse storage and material recovery room is provided in the common area of each residential floor. Refuse storage and material recovery chamber is provided at B1/F		
(d)	Water meter, electricity meter and gas meter		Water Meter	Electrictiy Meter	Gas Meter
		(i) Location	Common water meter cabinet on each floor	(a) Common electric meter room on each floor (For all Flats A, B, C, D, E, F, G and H) (b) Common electric meter cabinet on each floor (For all Flats J, K, L, M, N, P, Q and R)	(a) Kitchen (For all Flats A and B) (b) Balcony (For all Flats F, G, H, J, K, L, M, N and P and Flats C, D, E, Q and R on 5/F-12/F, 15/F-23/F, 25/F-30/F) (c) Flat roof (For Flats C, D, E, Q and R on 3/F)
		(ii) Whether they are separate or communal meters for residential properties	Separate meter	Separate meter	Separate meter

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

5. Security facilities

Security system and equipment (including details of built-in provisions and their locations)	Access control and security system	Visitor panel and smart card reader are installed at G/F residential entrance lobby. Smart card reader is installed inside the residential lifts. Vehicular control system is installed at carpark.
	CCTV	CCTVs are installed at G/F residential entrance lobby, car park area, staircase exits, all lifts and clubhouse, connecting directly to the management office on 2/F.

6. APPLIANCES SCHEDULE

Location	Appliance	Applicable Flat(s)	Brand Name	Model Number (if any)	
				Indoor Unit	Outdoor Unit
Living Room / Dining Room	VRV Air Conditioner (Cooling & Heating)	All flats (Except Flats A, B and C)	Electrolux	EMI2-18GDHN18(At)	EMDV-V48WDHN1(SG)#
		Flats A, B and C		EMI2-24GDHN18(At)	EMDV-V56WDHN1(SG)^
Master Bedroom		All flats (Except Flats A, B and C)		EMI2-12GDHN18(At)	EMDV-V48WDHN1(SG)#
		Flats A, B and C		EMI2-12GDHN18(At)	EMDV-V56WDHN1(SG)^
Bedroom 1		All flats (Except Flats A, B and C)		EMI2-07GDHN18(At)	EMDV-V48WDHN1(SG)#
		Flats A, B and C		EMI2-07GDHN18(At)	EMDV-V56WDHN1(SG)^
Bedroom 2		Flats A and B		EMI2-07GDHN18(At)	EMDV-V56WDHN1(SG)^
Store Room		Flats A, B and C		EMI2-07GDHN18(At)	EMDV-V56WDHN1(SG)#

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

Note: # The model is the outdoor unit of the VRV air conditioner. Such outdoor unit and the other outdoor unit(s) marked with # within the same residential unit are the same device.
^ The model is the outdoor unit of the VRV air conditioner. Such outdoor unit and the other outdoor unit(s) marked with ^ within the same residential unit are the same device.

Location	Appliance	Applicable Flat(s)	Brand Name	Model Number (if any)
Living Room / Dining Room	Built-in Microwave Oven	Flat C	Siemens	BE525LMS0H
	Built-in Refrigerator	Flat C	Siemens	KU21RADE0C
	Built-in Freezer	Flat C	Philco	PBU8101HZ
Kitchen	Washer Dryer	Flats A and B	Rosieres	RILS14853TH2-UK
	Built-in Microwave Oven	Flats A and B	Siemens	BE525LMS0H
	Built-in Gas Cooker	Flats A and B	TGC	TRTB53ST-G
	Built-in Refrigerator	Flats A and B	Siemens	KI86NHFD0K
	Cooker Hood	Flats A and B	Rosieres	RHT680IN
	Gas Water Heater	Flats A and B	TGC	TRJW222TFQL
	Exhaust Fan	Flats A and B	Ostberg	LPK 200 A1
Open Kitchen	Washer Dryer	All flats (Except Flats A and B)	Rosieres	RILS14853TH2-UK
	Built-in Microwave Oven	All flats (Except Flats A, B and C)	Siemens	BE525LMS0H
	Built-in Gas Cooker	All flats (Except Flats A and B)	Mia Cucina	MYB32CT
	Built-in Refrigerator	All flats (Except Flats A, B and C)	Rosieres	RSOP122-2
	Cooker Hood	All flats (Except Flats A and B)	Rosieres	RHT680IN
Master Bathroom	Exhaust Fan	Flats A and B	Ostberg	LPK-S 125A1
Bathroom	Exhaust Fan	All flats	Ostberg	LPK-S 125A1
	Gas Water Heater	Flats D and N	TGC	RBOX16L
		Flats E and P	TGC	RBOX16R
Balcony & Utility Platform	Gas Water Heater	Flats A, C and R on 5/F-12/F, 15/F-23/F, 25/F-30/F	TGC	RBOX16QL
		Flats F, H and K	TGC	RBOX16L
		Flats B and Q on 5/F-12/F, 15/F-23/F, 25/F-30/F	TGC	RBOX16QR
		Flats G, J, L and M	TGC	RBOX16R
Flat Roof	Gas Water Heater	Flats C and R on 3/F	TGC	RBOX16QL
		Flats A on 3/F	TGC	RBOX16L
		Flats Q on 3/F	TGC	RBOX16QR
		Flats B on 3/F	TGC	RBOX16R

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

住宅單位機電裝置位置及數量說明表 (3樓)
Schedule for the Location and Number of Mechanical and Electrical Provisions of Residential Units (3/F)

位置 Location	描述 Description	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R
大門入口 Entrance Door	門鐘按鍵 Door Bell Push Button	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
客廳 / 飯廳 Living Room / Dining Room	電視及電台天線插座 TV and FM Outlet	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電話插座 Telephone Outlet	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	光纖插座 Fiber Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	雙位電插座 Twin Socket Outlet	4	4	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	室內冷氣機接駁點 Connection Point for A/C Indoor Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
廚房 Kitchen	煤氣熱水爐接線座 Fused Spur Unit for Gas Water Heater	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	煤氣接駁點 Gas Connection Point	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	雙位電插座 Twin Socket Outlet	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	洗衣乾衣機接駁點 Washer Dryer Machine Connection Point	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	微型斷路器配電箱 Miniature Circuit Breakers Distribution Board	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
開放式廚房 Open Kitchen	雙位電插座 Twin Socket Outlet	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣乾衣機接駁點 Washer Dryer Machine Connection Point	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	微型斷路器配電箱 Miniature Circuit Breakers Distribution Board	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1
主人睡房 Master Bedroom	電視及電台天線插座 TV and FM Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電話插座 Telephone Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	單位電插座附USB接口 Single Socket Outlet with USB Port	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	雙位電插座 Twin Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	室內冷氣機接駁點 Connection Point for A/C Indoor Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
睡房1 Bedroom 1	電視及電台天線插座 TV and FM Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	單位電插座附USB接口 Single Socket Outlet with USB Port	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	雙位電插座 Twin Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	室內冷氣機接駁點 Connection Point for A/C Indoor Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
睡房2 Bedroom 2	電視及電台天線插座 TV and FM Outlet	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	單位電插座附USB接口 Single Socket Outlet with USB Port	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	雙位電插座 Twin Socket Outlet	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	室內冷氣機接駁點 Connection Point for A/C Indoor Unit	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
主人浴室 Master Bathroom	單位電插座附USB接口 Single Socket Outlet with USB Port	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
浴室 Bathroom	煤氣熱水爐接線座 Fused Spur Unit for Gas Water Heater	-	-	-	1	1	-	-	-	-	-	-	-	1	1	-	-
	單位電插座附USB接口 Single Socket Outlet with USB Port	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
儲物房 Store Room	單位電插座附USB接口 Single Socket Outlet with USB Port	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-
	室內冷氣機接駁點 Connection Point for A/C Indoor Unit	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-
露台及工作平台 Balcony & Utility Platform	煤氣熱水爐接線座 Fused Spur Unit for Gas Water Heater	-	-	-	-	-	1	1	1	1	1	1	1	-	-	-	-
	煤氣接駁點 Gas Connection Point	-	-	-	-	-	1	1	1	1	1	1	1	1	1	-	-

備註: 上表 “-” 代表不提供。
Note: The symbol “-”as shown in the above table denotes “not provided”.

住宅單位機電裝置位置及數量說明表 (3樓)
Schedule for the Location and Number of Mechanical and Electrical Provisions of Residential Units (3/F)

位置 Location	描述 Description	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R
平台 Flat Roof	煤氣熱水爐接線座 Fused Spur Unit for Gas Water Heater	1	1	1	-	-	-	-	-	-	-	-	-	-	-	1	1
	煤氣接駁點 Gas Connection Point	-	-	1	1	1	-	-	-	-	-	-	-	-	-	1	1
	防水單位電插座 Waterproof Single Socket Outlet	2	2	2	1	1	-	-	-	-	-	-	-	-	2	2	2
	室外冷氣機接駁點 Connection Point for A/C Outdoor Unit	1	1	1	1	1	-	-	-	-	-	-	-	-	-	1	1
冷氣機平台 A/C Platform	室外冷氣機接駁點 Connection Point for A/C Outdoor Unit	-	-	-	-	-	1	1	1	1	1	1	1	1	1	-	-

備註: 上表 “-” 代表不提供。
Note: The symbol “-”as shown in the above table denotes “not provided”.

住宅單位機電裝置位置及數量說明表 (5樓-12樓、15樓-23樓、25樓-30樓)
Schedule for the Location and Number of Mechanical and Electrical Provisions of Residential Units (5/F-12/F, 15/F-23/F, 25/F-30/F)

位置 Location	描述 Description	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R
大門入口 Entrance Door	門鐘按鍵 Door Bell Push Button	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
客廳 / 飯廳 Living Room / Dining Room	電視及電台天線插座 TV and FM Outlet	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電話插座 Telephone Outlet	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	光纖插座 Fiber Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	雙位電插座 Twin Socket Outlet	4	4	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	室內冷氣機接駁點 Connection Point for A/C Indoor Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
廚房 Kitchen	煤氣熱水爐接線座 Fused Spur Unit for Gas Water Heater	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	煤氣接駁點 Gas Connection Point	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	雙位電插座 Twin Socket Outlet	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	洗衣乾衣機接駁點 Washer Dryer Machine Connection Point	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	微型斷路器配電箱 Miniature Circuit Breakers Distribution Board	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
開放式廚房 Open Kitchen	雙位電插座 Twin Socket Outlet	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	洗衣乾衣機接駁點 Washer Dryer Machine Connection Point	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	微型斷路器配電箱 Miniature Circuit Breakers Distribution Board	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1
主人睡房 Master Bedroom	電視及電台天線插座 TV and FM Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	電話插座 Telephone Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	單位電插座附USB接口 Single Socket Outlet with USB Port	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	雙位電插座 Twin Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	室內冷氣機接駁點 Connection Point for A/C Indoor Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
睡房1 Bedroom 1	電視及電台天線插座 TV and FM Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	單位電插座附USB接口 Single Socket Outlet with USB Port	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	雙位電插座 Twin Socket Outlet	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	室內冷氣機接駁點 Connection Point for A/C Indoor Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
睡房2 Bedroom 2	電視及電台天線插座 TV and FM Outlet	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	單位電插座附USB接口 Single Socket Outlet with USB Port	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	雙位電插座 Twin Socket Outlet	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	室內冷氣機接駁點 Connection Point for A/C Indoor Unit	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
主人浴室 Master Bathroom	單位電插座附USB接口 Single Socket Outlet with USB Port	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-
浴室 Bathroom	煤氣熱水爐接線座 Fused Spur Unit for Gas Water Heater	-	-	-	1	1	-	-	-	-	-	-	-	1	1	-	-
	單位電插座附USB接口 Single Socket Outlet with USB Port	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
儲物房 Store Room	單位電插座 附USB接口 Single Socket Outlet with USB Port	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-
	室內冷氣機接駁點 Connection Point for A/C Indoor Unit	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-
露台及工作平台 Balcony & Utility Platform	煤氣熱水爐接線座 Fused Spur Unit for Gas Water Heater	1	1	1	-	-	1	1	1	1	1	1	1	-	-	1	1
	煤氣接駁點 Gas Connection Point	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1
冷氣機平台 A/C Platform	室外冷氣機接駁點 Connection Point for A/C Outdoor Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
天台 (適用於30樓單位) Roof (For flats on 30/F)	防水單位電插座 Waterproof Single Socket Outlet	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-

備註: 上表 “-” 代表不提供。
Note: The symbol “-”as shown in the above table denotes “not provided”.

23 服務協議 SERVICE AGREEMENTS

食水及沖廁水由水務署供應。

電力由中華電力有限公司供應。

煤氣由香港中華煤氣有限公司供應。

Potable and flushing water is supplied by Water Supplies Department.

Electricity is supplied by CLP Power Hong Kong Limited.

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

24 地稅 GOVERNMENT RENT

賣方（擁有人）有法律責任繳付指明住宅物業的地稅直至住宅物業買賣成交日（包括該日）為止。

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

25 買方的雜項付款
MISCELLANEOUS PAYMENTS BY PURCHASER

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

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

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

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

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

按買賣合約的規定，凡售出指明住宅物業或於買賣合約列出裝設於指明住宅物業內的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。

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

27 斜坡維修
MAINTENANCE OF SLOPES

不適用。

Not applicable.

28 修訂
MODIFICATION

不適用。

Not applicable.

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

獲寬免總樓面面積的設施分項

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

		面積 (平方米)
根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積		
1	停車場及上落客貨地方 (公共交通總站除外)	不適用
2	**機房及相類設施**	
2.1	所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》(《作業備考》) 或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室 (訊播室)、為流動通訊接達設施而設的訊播室、天台電訊設備室、中層電訊設備室、垃圾房等	不適用
2.2	所佔面積不受任何《作業備考》或規例限制的強制性設施或必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	不適用
2.3(#)	非強制性或非必要機房，例如空調機房、送風櫃房等	17.365
根據聯合作業備考第1及第2號提供的環保設施		
3	露台	391.000
4	加闊的公用走廊及升降機大堂	不適用
5	公用空中花園	不適用
6	隔聲鰭	不適用
7	翼牆、捕風器及風斗	不適用
8	非結構預製外牆	63.504
9	工作平台	293.250
10	隔音屏障	不適用
適意設施		
11(#)	管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衛室和廁所，以及業主立案法團辦事處	21.387
12(#)	住戶康樂設施，包括僅供康樂設施使用的中空空間、機房、游泳池的濾水機房、有蓋人行道等	247.087
13(#)	有蓋園景區及遊樂場地	402.151
14	橫向屏障 / 有蓋人行道及花棚	不適用
15(#)	擴大升降機槽	79.832
16	煙囪管道	不適用
17	其他非強制性或非必要機房，例如鍋爐房、衛星電視共用天線房	不適用
18(#)	強制性設施或必要機房所需的管槽、氣槽及垂直立管	277.091
19	非強制性設施或非必要機房所需的管槽及氣槽	不適用
20	環保系統及設施所需的機房、管槽及氣槽	不適用
21	複式住宅單位及洋房的中空空間	不適用
22	遮陽篷及反光罩	不適用
23(#)	伸出式花槽及小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台	301.483
24	《作業備考》APP-19 第3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台，及維修通道	不適用
其他項目		
25	庇護層 ，包括庇護層兼空中花園	不適用
26	大型伸出 / 外懸設施下的有蓋地方	不適用
27	公共交通總站	不適用
28	共用構築物及公用樓梯	不適用
29(#)	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	76.022
30	公眾通道	不適用
31	有蓋的後移部分	不適用
額外總樓面面積		
32	額外總樓面面積	不適用
根據聯合作業備考(第8號)提供的額外環保設施		
33	採用「組裝合成」建築法的樓宇	不適用

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

有關建築物的環境評估

綠色建築認證

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

暫定評級
金級

暫定
金級
NB V2.0 2025
HKGBC
BEAM Plus

申請編號: PAG0189/25

發展項目的公用部份的預計能量表現或消耗

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

第I部份	
提供中央空調	是
提供具能源效益的設施	是
擬安裝的具能源效益的設施:-	1. 高熱效能玻璃 2. 高效能照明功率 3. 高效能空調機於會所

第II部份：擬興建樓宇/部分樓宇預計每年能源消耗量(註腳 1)：-						
發展項目類型	位置	使用有關裝置的內部樓面面積 (平方米)	基線樓宇(註腳 2) 每年能源消耗量		擬興建樓宇每年能源消耗量	
			電力 千瓦小時/平方米/年	煤氣/石油氣 用量單位/平方米/年	電力 千瓦小時/平方米/年	煤氣/石油氣 用量單位/平方米/年
住宅發展項目	中央屋宇裝備裝置(註腳 3) 的部份	10126.32	177.47	不適用	155.76	不適用
非住宅發展項目(註腳 4)	平台(中央屋宇裝備裝置)	32965.81	341.38	不適用	281.27	不適用

註腳:

1. 一般而言，一棟樓宇的預計 “每年能源消耗量” 愈低，其節約能源的效益愈高。如一棟樓宇預計的 “每年能源消耗量” 低於該樓宇的 “基線樓宇每年能源消耗量”，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。
   預計每年能源消耗量 [以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算]，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：-
   (a) “每年能源消耗量” 與新建樓宇BEAM Plus標準 (現行版本) 中的「年能源消耗」具有相同涵義；及
   (b) 樓宇、空間或單位的 “內部樓面面積”，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
2. “基準樓宇” 與新建樓宇BEAM Plus標準 (現行版本) 中的 “基準建築物模式(零分標準)” 具有相同涵義。
3. “中央屋宇裝備裝置” 與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。
4. 平台一般指發展項目的最低部分(通常為發展項目最低於15米部分及其地庫(如適用))，並與其上的塔樓具有不同用途。對於並無明確劃分平台與塔樓的發展項目，應視整個發展項目為塔樓。

第III部份：以下裝置乃按機電工程署公布的相關實務守則設計：-			
裝置類型	是	否	不適用
照明裝置	✓		
空調裝置	✓		
電力裝置	✓		
升降機及自動梯的裝置	✓		
以總能源為本的方法			✓

請在適當方格內填上(✓)號

Breakdown of GFA Concessions Obtained for All Features

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

		Area (m^2)
Disregarded GFA under Building (Planning) Regulations 23(3)(b)		
1	Carpark and loading/unloading area excluding public transport terminus	Not Applicable
2	**Plant rooms and similar services**	
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, TBE room for access facilities for mobile services, rooftop telecommunications equipment room, intermediate telecommunications equipment room, refuse storage chamber, etc.	Not Applicable
2.2	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc.	Not Applicable
2.3(#)	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc.	17.365
Green Features under Joint Practice Notes 1 and 2		
3	Balcony	391.000
4	Wider common corridor and lift lobby	Not Applicable
5	Communal sky garden	Not Applicable
6	Acoustic fin	Not Applicable
7	Wing wall, wind catcher and funnel	Not Applicable
8	Non-structural prefabricated external wall	63.504
9	Utility platform	293.250
10	Noise barrier	Not Applicable
Amenity Features		
11(#)	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office	21.387
12(#)	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities	247.087
13(#)	Covered landscaped and play area	402.151
14	Horizontal screen / covered walkway and trellis	Not Applicable
15(#)	Larger lift shaft	79.832
16	Chimney shaft	Not Applicable
17	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	Not Applicable
18(#)	Pipe duct, air duct and vertical riser for mandatory feature or essential plant room	277.091
19	Pipe duct, air duct for non-mandatory or non-essential plant room	Not Applicable
20	Plant room, pipe duct, air duct for environmentally friendly system and feature	Not Applicable
21	Void in duplex domestic flat and house	Not Applicable
22	Sunshade and reflector	Not Applicable
23(#)	Projecting planters and minor projection such as A/C box, A/C platform, window cill and projecting window	301.483
24	Other projection such as A/C box and A/C platform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway	Not Applicable
Other Exempted Items		
25	Refuge floor including refuge floor cum sky garden	Not Applicable
26	Covered area under large projecting / overhanging feature	Not Applicable
27	Public transport terminus	Not Applicable
28	Party structure and common staircase	Not Applicable
29(#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	76.022
30	Public passage	Not Applicable
31	Covered set back area	Not Applicable
Bonus GFA		
32	Bonus GFA	Not Applicable
Additional Green Features under Joint Practice Note (No. 8)		
33	Buildings adopting Modular Integrated Construction	Not Applicable

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

The Environmental Assessment of the Building

Green Building Certification

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

Provisional GOLD

PROVISIONAL GOLD NB V2.0 2025 HKGBC BEAM Plus

Application no.: PAG0189/25

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

Latest information on the estimated energy performance or consumption for the common parts of the development as submitted to the Building Authority prior to the printing of the sales brochures:

Part I	
Provision of Central Air Conditioning	Yes
Provision of Energy Efficient Features	Yes
Energy Efficient Features proposed:	1. High performance glass for curtain wall 2. Reduction of lighting power density 3. High efficiency A/C units at clubhouse

Part II : The predicted annual energy use of the proposed building/part of building (Note 1)						
Type of Development	Location	Internal Floor Area Served (m^2)	Annual Energy Use of Baseline Building(Note 2)		Annual Energy Use of Proposed Building	
			Electricity kWh / m^2 / annum	Town Gas / LPG unit / m^2 / annum	Electricity kWh / m^2 / annum	Town Gas / LPG unit / m^2 / annum
Domestic Development (excluding Hotel)	Central building services installation(Note 3)	10126.32	177.47	Not applicable	155.76	Not applicable
Non-domestic Development (Note 4) (including Hotel)	Podium(s) (central building services installation)	32965.81	341.38	Not applicable	281.27	Not applicable

Notes:

1. In general, the lower the estimated "Annual Energy Use" of the building, the more efficient of the building in terms of energy use. For example, if the estimated "annual energy use of proposed building" is less than the estimated "annual energy use of baseline building", it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.
   The predicted annual energy use, in terms of electricity consumption (kWh/m^2/annum) and town gas/LPG consumption (unit/m^2/annum), of the development by the internal floor area served, where:
   (a) "total annual energy use" has the same meaning of "annual energy use" in the BEAM Plus New Buildings (current version); and
   (b) "internal floor area", in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" in the BEAM Plus New Buildings (current version).
3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installations issued by the Electrical and Mechanical Services Department.
4. Podium(s) normally means the lowest part of the development (usually the lowest 15m of the development and its basement, if any) carrying different use(s) from that of the tower(s) above. For development without clear demarcation between podium(s) and tower(s), the development, as a whole, should be considered as tower(s).

Please (✓) where appropriate

1. 噪音消減措施

期數將提供噪音消減措施包括隔音窗(擋板式) 連吸音物料 (如有)、隔音門(擋板式) 及帶有維修窗之固定玻璃窗。有關噪音消減措施詳情及期數內的相關住宅單位，準買家應參考2025年7月的環境噪音影響評估報告(報告編號:22463-N3)(「ENIA」)(此報告在環境保護署的批准下可能不時更改)。準買家可於售樓處開放時間內要求免費查閱ENIA(並可於支付影印費後取得影印本)。有關隔音窗(擋板式) (以「ACOUSTIC WINDOW」標示)、隔音窗 (擋板式) 連吸音物料 (以「ACOUSTIC WINDOW WITH SOUND ABSORPTIVE MATERIAL」標示)、隔音門(擋板式) (以「ACOUSTIC DOOR」 標示) 及帶有維修窗之固定玻璃窗 (以「WINDOW FOR MAINTENANCE ONLY」標示) 的位置，準買家亦應參考本售樓說明書的「期數的住宅物業的樓面平面圖」。準買家應注意隔音窗(擋板式) 連吸音物料 (如有) 及隔音門(擋板式)的存在對相關住宅單位景觀的影響，以及如隔音窗(擋板式) 連吸音物料 (如有) 及隔音門(擋板式)開啟時相關住宅單位將可能受噪音影響。

2. 放置室外冷氣機

部分室外冷氣機 (服務其住宅單位) 放置在連同露台 / 工作平台上的冷氣機平台或放置於私人平台上。室外冷氣機的放置可能對期數的住宅單位的享用造成影響，諸如熱氣及噪音或其他方面。有關室外冷氣機的位置，請參閱本售樓說明書的「期數的住宅物業的樓面平面圖」。

3. 建築裝飾

部分建築裝飾設於期數部分住宅單位外。此等建築裝飾可能對部分住宅單位的景觀造成影響。有關建築裝飾的位置，請參閱本售樓說明書的「期數的住宅物業的樓面平面圖」。

4. 喉管

部分喉管位於期數部分住宅單位的平台及 / 或露台及 / 或工作平台的外牆或毗鄰平台及 / 或露台及 / 或工作平台的外牆，部分住宅單位的景觀可能因此受到此等喉管影響。有關喉管的位置，請參閱期數最新經批准建築圖則。

5. 大廈保養系統操作

(a) 管理人可以根據其於公契及管理協議下的權利，進入構成住宅單位一部分的平台(連同或不連同管理人的人員、代理、承辦商及妥為授權人士) 操作大廈保養系統包括但不限於在位於毗鄰構成住宅單位一部分的平台的期數公用地方與公用設施部分建築周界的托架、錨及/或插座錨固吊船、吊船吊臂或其他類似裝置(不論該等錨、插座及/或托架是否位於毗鄰構成住宅單位一部分的平台圍邊內部表面) 及/或於構成住宅單位一部分的平台停泊及/或錨固吊船、吊船吊臂或其他類似裝置，以便清潔、保養及/或維修期數的外牆、幕牆及期數公用地方與公用設施。

(b) 在管理人安排為期數的外牆 (包括幕牆結構及幕牆的玻璃及幕牆的不可開啟窗戶) 及公用地方與公用設施進行定期或特別安排的檢查、清潔、保養、維修、裝飾、強化、改善或翻新期間，大廈保養系統包括但不限於吊船、吊船吊臂或其他類似裝置(不論是永久或臨時的裝置) 可能會停泊在住宅單位的平台上，並在住宅單位的平台上空操作，以及在住宅單位的窗及露台及工作平台外操作。

6. 燈

(a) 期數平台的外牆將裝置LED燈，該等LED燈可能於晚上開啟。

(b) 位於發展項目內毗連室外游泳池花槽區域的燈柱頂部及第1座及第2座轉力層的外牆上將裝置泛光燈，以供室外游泳池黃昏及晚間照明。

(c) LED燈及泛光燈的照明(如有的話)可能對期數中部分住宅單位的享用造成影響，諸如景觀、光及對周邊環境的其他方面。

7. 避雷針

在發展項目第 2 座、第 3 座及第 5 座的頂層天台各提供及裝置一支避雷針 (共三支)。 避雷針的存在可能對期數中部分住宅單位的享用造成影響，諸如景觀及對周邊環境的其他方面。

8. 天線

在發展項目第 2 座的頂層天台提供及裝置兩支天線。天線的存在可能對期數中部分住宅單位的享用造成影響，諸如景觀及對周邊環境的其他方面。

9. 綠化範圍

所有住宅單位業主有責任分擔管理及維修位於發展項目 2 樓、3 樓平台、天台層、上層天台、頂層天台及外牆構成住宅公用地方一部分的綠化範圍的費用。

10. 行人天橋

位於發展項目以北，榮光街對面的建築工地 (「相鄰工地」) 將由市區重建局及 / 或其合資夥伴開發。根據截至本售樓說明書印製日期的資料，擬議發展項目可能設有一條行人天橋，連接相鄰工地至發展項目供公眾使用。該行人天橋並無確定的完工日期，亦可能最終不會興建。不時進行的任何工程、使用、處置或開發 (包括相鄰工地與行人天橋建造相關的期間)，可能在景觀、噪音、塵埃及 / 或周邊環境的其他方面，對期數住宅物業的享用造成重大影響。

11. KCAA1 附近的其他地段

「九龍城行動區 1」(「KCAA1」) 是市區重建局對發展項目附近現正興建的項目的統稱，包括位於九龍內地段第 11275 號的 KC-011 及 DL-8、位於九龍內地段第 11276 號的 KC-010、位於九龍內地段第 11277 號的 KC-012 及 KC-013、位於九龍內地段第 11285 號的 KC-014，以及相鄰工地的 KC-016。任何不時與 KCAA1 相關的工程、使用、處置或開發，可能在景觀、噪音、塵埃及 / 或周邊環境的其他方面，對期數住宅物業的享用造成重大影響。

12. 鄰近公共道路的未來改道安排

根據分別授權執行道路工程的《道路計劃公告》(「公告」) 第 5062 號 (2020 年 9 月 11 日刊登)、第 7690 號 (2021 年 12 月 10 日刊登) 及第 1502 號 (2024 年 3 月 22 日刊登)，圖則編號 KM10291、KM10518 及 KM10985 所示以及公告第 2423 號、第 5385 號及第 7520 號所述的工程範圍內擬議的道路工程，KCAA1 內的發展項目及其附近的公共道路用途和附屬道路設施將有所變更。發展項目內將新建一條連接環安街與榮光街的行車道。此外，KCAA1 其他發展項目內的部分道路工程包括：(i) 啓明街及鴻福街的部分行車道將改為行人專用街道及行人路；(ii) 一條新建的行車道將連接啓明街與榮光街；(iii) 一條新建的行車道將連接銀漢街與鴻福街，該新建的行車道將配合相鄰工地的發展永久封閉並改建為行人專用街道及 (iv) 銀漢街部分行人路將改建為行車道以連接崇安街。

13. 附於圍牆或其上之公用喉管

位於期數部分住宅單位的圍牆或其上附有作為公用設施之喉管，其大概位置於本售樓說明書第 109 頁內之圖則中標示僅作參考。

註:

除非本售樓說明書另有規定，本有關資料內所採用的詞彙與該詞彙在公契及管理協議內的意思相同。

1. Noise mitigation measures

Noise mitigation measures which will be provided in the Phase include acoustic windows (baffle type) with sound absorptive material (if any), acoustic doors (baffle type) and fixed glazing with maintenance window. For details of such noise mitigation measures and related residential units in the Phase, prospective purchasers should refer to the Environmental Noise Impact Assessment dated July 2025 (Report Number: 22463-N3) (the "ENIA") (which may be subject to revision from time to time upon approval by the Environmental Protection Department). Copy of the ENIA will be made available for free inspection upon request by prospective purchasers at the sales office during its opening hours (photocopies will be available on payment of photocopying charges). Please also refer to "Floor Plans of Residential Properties in the Phase" in this sales brochure for details on the locations of acoustic windows (baffle type) marked as "ACOUSTIC WINDOW", acoustic windows (baffle type) with sound absorptive material marked as "ACOUSTIC WINDOW WITH SOUND ABSORPTIVE MATERIAL", acoustic doors (baffle type) marked as "ACOUSTIC DOOR" and fixed glazing with maintenance window marked as "WINDOW FOR MAINTENANCE ONLY". Prospective purchasers should note the impact of the existence of acoustic windows (baffle type) with sound absorptive material (if any), and acoustic doors (baffle type) on the views of related residential units and that the related residential units may be affected by noise if the acoustic windows (baffle type) with sound absorptive material (if any), and acoustic doors (baffle type) are opened.

2. Placing of outdoor air-conditioning units

Some outdoor air-conditioning units serving their own residential units are placed on the air-conditioner platform(s) combined with balconies/utility platforms or placed on the private flat roofs. The placement of outdoor air-conditioning units may affect the enjoyment of the residential units of the Phase in terms of heat and noise or other aspects. For the locations of the outdoor air-conditioning units, please refer to the "Floor Plans of Residential Properties in the Phase" in this sales brochure.

3. Architectural features

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

4. Pipes

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

5. Operation of building maintenance system

(a) The Manager may access the flat roof forming part of a residential unit (with or without the Manager's servants, agents, contractors and persons duly authorized) pursuant to its right(s) under the Deed of Mutual Covenant and Management Agreement for operating the building maintenance system, including but not limited to the anchoring of the gondola or davit arm or likewise equipment at the brackets, anchors and/or sockets located at the building perimeter along such part of the Common Areas and the Common Facilities of the Phase adjacent to the flat roof forming part of a residential unit (whether or not such anchors, sockets, and/or brackets are located at the internal surface of the kerb abutting on the flat roof forming part of a residential unit) and/or the resting and/or anchoring of the gondola or davit arm or likewise equipment on or to the flat roof forming part of a residential unit, for cleaning, maintaining and/or repairing the external wall, curtain wall and the Common Areas and the Common Facilities of the Phase.

(b) During the regular or specially arranged inspection, cleaning, maintenance, repairing, renovation, enhancement, improvement or replacement of the external walls (including the curtain wall structures and glass and non-openable windows of curtain walls) and the Common Areas and the Common Facilities of the Phase as arranged by the Manager, the building maintenance system including but not limited to gondola(s) or davit arm(s) or likewise equipment (whether its installation is permanent or temporary) may be parked on the flat roofs and operated in air space directly above the flat roofs as well as outside the windows and the balconies and utility platforms of the residential units.

6. Lighting

(a) LED lighting will be installed on the external walls of podium of the Phase and may be turned on during night time.

(b) Floodlights will be installed on the external walls of transfer plate of Tower 1 and Tower 2 and at the top of the lamp poles located in the planting areas adjoining the outdoor swimming pool of the development for lighting of the outdoor swimming pool during evenings and at nights.

(c) The illumination (if any) of the LED lighting and the floodlights may affect the enjoyment of some residential units in the Phase in terms of the views, lighting and other aspects of the surrounding environment.

7. Lightning poles

A lightning pole will be provided and installed at the top roof floor of each of Tower 2, Tower 3 and Tower 5 of the development (3 lightning poles in total). The existence of the lightning poles may affect the enjoyment of some residential units in the Phase in terms of the views and other aspects of the surrounding environment.

8. Antenna

Two antennas will be provided and installed at the top roof floor of Tower 2 of the development. The existence of the antennas may affect the enjoyment of some residential units in the Phase in terms of the views and other aspects of the surrounding environment.

9. Greenery Area

All owners of the Residential Units will be obliged to contribute towards the costs of management and maintenance of such portion of greenery areas on 2/F, the flat roof of 3/F, the roof, the upper roof, the top roof and the external walls of the development which form part of the Residential Common Areas.

10. Footbridge Connection

A construction site (the "Neighbouring Site") situated at the north of the Development at the opposite side of Wing Kwong Street will be developed by the Urban Renewal Authority and/or its joint venture partner. According to information available as at the date of printing this sales brochure, the proposed development may have a pedestrian footbridge connecting from the Neighbouring Site to the Development for public use. Such pedestrian footbridge does not have a due completion date and may not be constructed eventually. Any works, use, disposal or development from time to time (including during time of the Neighbouring Site in connection with the construction of pedestrian footbridge) may materially affect the enjoyment of the residential properties in the Phase in terms of view, noise, dust and/or other aspects of the surrounding environment.

11. Other Lots nearby KCAA1

The Kowloon City Action Area 1 ("KCAA1") was the name used by the Urban Renewal Authority collectively for the projects currently under construction in the vicinity of the Development namely KC-011&DL-8 at Kowloon Inland Lot No. 11275, KC-010 at Kowloon Inland Lot No. 11276, KC-012 & KC-013 at Kowloon Inland Lot No. 11277, KC-014 at Kowloon Inland Lot No. 11285 and KC-016 at the Neighbouring Site. Any works, use, disposal or development from time to time in relation to KCAA1 may materially affect the enjoyment of the residential properties in the Phase in terms of view, noise, dust and/or other aspects of the surrounding environment.

12. Future rearrangement of public roads nearby

In accordance with the proposed road works within the limit of works area as shown on Plan Nos. KM10291, KM10518 and KM10985 and described in the Road Scheme Gazette Notice ("G.N.") 2423, G.N. 5385 and G.N.7520 which were authorized to execute the road works by Road Scheme G.N. 5062 published on 11 September 2020, G.N. 7690 published on 10 December 2021 and G.N. 1502 published on 22 March 2024 respectively, there will be changes in the use of public roads and associated road facilities at and nearby the Development within KCAA1. Wan On Street and Wing Kwong Street would be connected by a newly constructed carriageway within the Development. Furthermore, some of the road works within other developments in KCAA1 including (i) sections of carriageways at Kai Ming Street and Hung Fook Street will be converted into pedestrian street and footpaths; (ii) a new carriageway will be constructed to connect Kai Ming Street and Wing Kwong Street; (iii) a new carriageway will be constructed to connect Ngan Hon Street and Hung Fook Street and will be permanently closed and converted into a pedestrian street in conjunction with the development of the Neighbouring Site; and (iv) a section of footpath at Ngan Hon Street will be converted into carriageway to connect Sung On Street.

13. Common pipes attached to/over fence walls

There are pipes as common facilities attached to/over the fence walls located in certain residential units of the Phase and their approximate locations are for reference only shown on the plan(s) on page 109 of this sales brochure.

Remarks:

Unless otherwise defined in this sales brochure, the capitalized terms used in this Relevant Information shall have the same meaning of such terms in the Deed of Mutual Covenant and Management Agreement.

1. Noise mitigation measures

Noise mitigation measures which will be provided in the Phase include acoustic windows (baffle type) and acoustic doors (baffle type). For details of such noise mitigation measures and related residential units in the Phase, prospective purchasers should refer to the Environmental Noise Impact Assessment dated July 2025 (Report Number: 22463-N3) (the "ENIA") (which may be subject to revision from time to time upon approval by the Environmental Protection Department). Copy of the ENIA will be made available for free inspection upon request by prospective purchasers at the sales office during its opening hours (photocopies will be available on payment of photocopying charges). Please also refer to "Floor Plans of Residential Properties in the Phase" in this sales brochure for details on the locations of acoustic windows (baffle type) marked as "ACOUSTIC WINDOW" and acoustic doors (baffle type) marked as "ACOUSTIC DOOR". Prospective purchasers should note the impact of the existence of acoustic windows (baffle type) and acoustic doors (baffle type) on the views of related residential units and that the related residential units may be affected by noise if the acoustic windows (baffle type) and acoustic doors (baffle type) are opened.

2. Placing of outdoor air-conditioning units

Some outdoor air-conditioning units serving their own residential units are placed on the air-conditioner platform(s) combined with balconies/utility platforms or placed on the private flat roofs. The placement of outdoor air-conditioning units may affect the enjoyment of the residential units of the Phase in terms of heat and noise or other aspects. For the locations of the outdoor air-conditioning units, please refer to the "Floor Plans of Residential Properties in the Phase" in this sales brochure.

3. Architectural features

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

4. Pipes

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

5. Operation of building maintenance system

(a) The Manager may access the flat roof forming part of a residential unit (with or without the Manager's servants, agents, contractors and persons duly authorized) pursuant to its right(s) under the Deed of Mutual Covenant and Management Agreement for operating the building maintenance system, including but not limited to the anchoring of the gondola or davit arm or likewise equipment at the brackets, anchors and/or sockets located at the building perimeter along such part of the Common Areas and the Common Facilities of the Phase adjacent to the flat roof forming part of a residential unit (whether or not such anchors, sockets, and/or brackets are located at the internal surface of the kerb abutting on the flat roof forming part of a residential unit) and/or the resting and/or anchoring of the gondola or davit arm or likewise equipment on or to the flat roof forming part of a residential unit, for cleaning, maintaining and/or repairing the external wall, curtain wall and the Common Areas and the Common Facilities of the Phase.

(b) During the regular or specially arranged inspection, cleaning, maintenance, repairing, renovation, enhancement, improvement or replacement of the external walls (including the curtain wall structures and glass and non-openable windows of curtain walls) and the Common Areas and the Common Facilities of the Phase as arranged by the Manager, the building maintenance system including but not limited to gondola(s) or davit arm(s) or likewise equipment (whether its installation is permanent or temporary) may be parked on the flat roofs and operated in air space directly above the flat roofs as well as outside the windows and the balconies and utility platforms of the residential units.

6. Lighting

(a) LED lighting will be installed on the external walls of podium of the Phase and may be turned on during night time.

(b) Floodlights will be installed on the external walls of transfer plate of Tower 1 and Tower 2 and at the top of the lamp poles located in the planting areas adjoining the outdoor swimming pool of the development for lighting of the outdoor swimming pool during evenings and at nights.

(c) The illumination (if any) of the LED lighting and the floodlights may affect the enjoyment of some residential units in the Phase in terms of the views, lighting and other aspects of the surrounding environment.

7. Lightning poles

A lightning pole will be provided and installed at the top roof floor of each of Tower 2, Tower 3 and Tower 5 of the development (3 lightning poles in total). The existence of the lightning poles may affect the enjoyment of some residential units in the Phase in terms of the views and other aspects of the surrounding environment.

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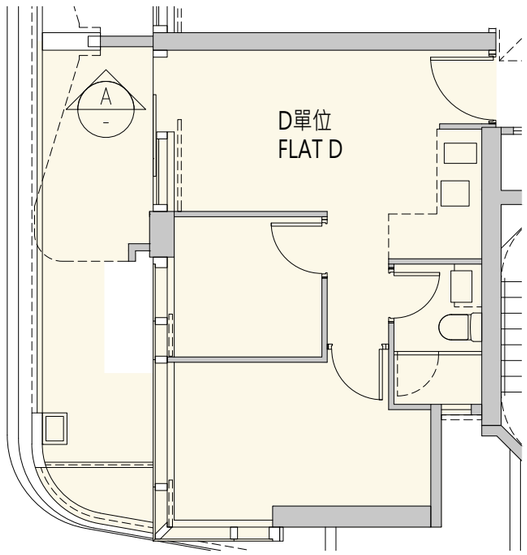
Remarks:

Unless otherwise defined in this sales brochure, the capitalized terms used in this Relevant Information shall have the same meaning of such terms in the Deed of Mutual Covenant and Management Agreement.

僅作識別之用
FOR IDENTIFICATION PURPOSE ONLY

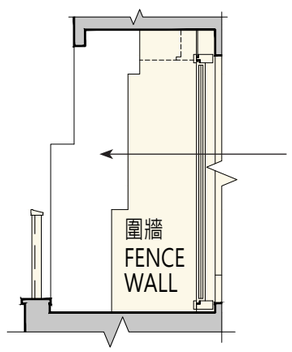
南
S

3樓D單位
3/F Flat D



位置圖
Location Plan

Scale : 0 M/米 2M/米
比例

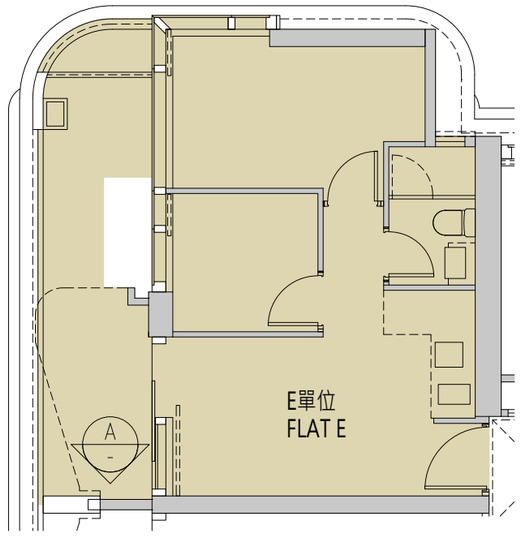


住宅公用地方 (內有住宅公用設施)
Residential common areas (with residential common facilities inside)

圍牆立面圖 A
Elevation A of Fence Wall

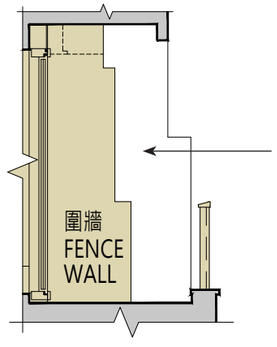
Scale : 0 M/米 2M/米
比例

3樓E單位
3/F Flat E



位置圖
Location Plan

Scale : 0 M/米 2M/米
比例



住宅公用地方 (內有住宅公用設施)
Residential common areas (with residential common facilities inside)

圍牆立面圖 A
Elevation A of Fence Wall

Scale : 0 M/米 2M/米
比例

31 地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料
INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT

1. 買方須於正式買賣合約(「**買賣合約**」)下與市區重建局(「**賣方**」)協議，除訂立按揭或押記外，在買賣完成及簽署轉讓契前，買方不得提名任何人士接受買賣合約指明之期數內的單位(「**住宅單位**」)之轉讓、轉售該住宅單位，或以任何形式轉移該住宅單位之買賣合約之權益、或訂立任何協議如此行事。

2. 若賣方在買賣合約下應買方要求而同意(同意與否賣方有酌情權決定)取消買賣合約或買賣合約下買方之責任，賣方有權保留等同買賣合約指明之住宅單位總售價5%之金額，另買方須向賣方繳付或補還(視屬何情況而定)所有與取消買賣合約有關之法律費用、收費及開銷(包括任何印花稅)。

3. 賣方將會或已經（視屬何情況而定）支付由批地條件第20389號(經一份日期為2025年7月7日並於土地註冊處以註冊摘要編號25071400690023註冊的契約修訂所變更或修改)「**政府批地文件**」)之日期起計至相關買家轉讓契日期(包括該日)期間，所有有關正在興建的發展項目所處地段之未付地稅。

4. 已簽署買賣合約之買方，如已支付不多於港幣$100之象徵式費用(按每次要求計算)，有權獲取(而當其要求時將獲提供)以下資料之最新紀錄印本：完成期數的總建築費用及總專業費用及截至該要求作出時的上一個月底為止已支出和繳付之總建築費用及總專業費用。

5. 有關綠色範圍及構築物(在政府批地文件特別條件第(4)條至(7)條所提述)、保留範圍(在政府批地文件特別條件第(14)條至(18)條所提述)及行人天橋支撐物及連接物接駁、承接及支撐擬建行人天橋(在政府批地文件特別條件第(57)條所提述）的資料及要求：-

   請參閱本售樓說明書的「批地文件的摘要」及「公共設施及公眾休憩用地的資料」兩章節。

1. The purchaser is required to agree with Urban Renewal Authority ("**the Vendor**") in the agreement for sale and purchase ("**ASP**") to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the flat in the Phase ("**Residential Unit**") specified in the ASP, sub-sell that Residential Unit or transfer the benefit of the ASP of that Residential Unit in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.

2. If the Vendor, at the request of the purchaser under an ASP, agrees (at its own discretion) to cancel the ASP or the obligations of the purchaser under the ASP, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit specified in the ASP and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the ASP.

3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Conditions of Grant No.20389 as varied or modified by a Modification Letter dated 7 July 2025 and registered in the Land Registry by Memorial No.25071400690023 ("**the Government Grant**") up to and including the date of the respective Assignments to the purchasers.

4. The purchaser who has signed an ASP has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Phase as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK$100 per request.

5. Information and requirements relating to the Green Area and the Structures (as referred to in Special Condition Nos. (4) to (7) of the Government Grant), the Reserved Area (as referred to in Special Condition Nos. (14) to (18) of the Government Grant, and the Footbridge Supports and Connections to connect, receive and support the Proposed Footbridge (as referred to in Special Condition No. (57) of the Government Grant):-

   Please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure.

賣方為施行<一手住宅物業銷售條例>第2部就期數指定的互聯網網站的網址：

The Address of the Website Designated by the Vendor for the Phase for the purposes of Part 2 of the Residential Properties (First-hand Sales) Ordinance:

www.onevictoriacove.com.hk

1. 期數及其周邊地區日後可能出現改變。
2. 本售樓說明書印製日期：2026年9月2日。

1. There may be future changes to the Phase and the surrounding areas.
2. Date of printing of this Sales Brochure: 2 September 2026.

EXAMINATION RECORD
檢視記錄

檢視 / 修改日期 Examination / Revision Date	**所作修改** Revision Made	
	頁次 Page Number	**所作修改** Revision Made
2026年10月5日 5 October 2026	26, 28	**更新期數的住宅物業的樓面平面圖** Update floor plans of residential properties in the phase
	107, 108	**更新有關資料** Update relevant information
2026年10月15日 15 October 2026	14	**更新發展項目的所在位置圖** Update location plan of the development
	21	**更新關乎發展項目的分區計劃大綱圖等** Update outline zoning plan etc. relating to the development

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