L · Harbour 18

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Sales Brochure

售樓説明書

L · Harbour 18
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NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

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

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

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

[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.

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

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

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

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

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

4. 物業的面積及四周環境
- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎／每平方米售價。根據《一手住宅物業銷售條例》（第621章）（下稱「條例」），賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及 (iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部和內部尺寸[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説明書。因此，緊記先行索取售樓説明書，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

- 查閱售樓説明書中有關發展項目的預計關鍵日期 3。
  - 售樓説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」可能會較售樓説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
    - 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。

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。

INFORMATION ON THE DEVELOPMENT
發展項目的資料

NAME OF THE DEVELOPMENT
L · Harbour 18

發展項目名稱
利 · 港灣 18

NAME OF STREET AND STREET NUMBER
18 Chi Kiang Street

街道名稱及門牌號數
浙江街 18號

TOTAL NUMBER OF STOREYS
28 storeys (excluding Roof)

樓層總數
28層（不包括天台）

FLOOR NUMBERING
G/F, 1/F - 3/F, 5/F - 13/F, 15/F - 23/F, 25/F - 30/F and Roof

樓層號數
地下、1樓至 3樓、5樓至 13樓、15樓至 23樓、25樓至 30樓及天台

OMITTED FLOOR NUMBERS
4/F, 14/F and 24/F are omitted

被略去的樓層號數
不設 4樓、14樓及 24樓

REFUGE FLOOR
Not Applicable

庇護層
不適用

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

VENDOR
Best Fortune Investment Limited

賣方
Best Fortune Investment Limited

HOLDING COMPANIES OF THE VENDOR
Yau Lee Holdings Limited
Yau Lee Investment Limited

賣方之控權公司
Yau Lee Holdings Limited
Yau Lee Investment Limited

AUTHORIZED PERSON
Mr. Ku Siu Fung Stephen of Chau, Ku & Leung, Architects & Engineers Limited

認可人士
周古梁建築工程師有限公司之古兆豐先生

BUILDING CONTRACTOR
Yau Lee Building Construction and Decoration Company Limited

承建商
有利承造裝修有限公司

FIRM OF SOLICITORS ACTING FOR THE OWNER IN RELATION TO THE SALE OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT
T. H. Koo & Associates

就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所
顧增海律師行

AUTHORISED INSTITUTION THAT HAS MADE A LOAN, OR HAS UNDERTAKEN TO PROVIDE FINANCE, FOR THE CONSTRUCTION OF THE DEVELOPMENT
Hang Seng Bank Limited

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構
恆生銀行有限公司

OTHER PERSON WHO HAS MADE A LOAN FOR THE CONSTRUCTION OF THE DEVELOPMENT
Not Applicable

已為發展項目的建造提供貸款的其他人
不適用

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

(a)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an authorized person for the development.	Not Applicable
(b)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person.	Not Applicable
(c)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person.	Not Applicable
(d)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not Applicable
(e)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not Applicable
(f)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person.	Not Applicable
(g)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development.	Not Applicable
(h)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development.	Not Applicable
(i)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors.	Not Applicable
(j)	The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and an authorized person for the development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor.	Not Applicable
(k)	The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor.	Not Applicable
(l)	The vendor or a building contractor for the development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	Not Applicable
(m)	The vendor or a building contractor for the development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor.	Not Applicable
(n)	The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development holds at least 10% of the issued shares in that vendor, holding company or contractor.	Not Applicable
(o)	The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor.	Not Applicable
(p)	The vendor or a building contractor for the development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	Not Applicable
(q)	The vendor or a building contractor for the development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor.	Not Applicable
(r)	The vendor or a building contractor for the development is a corporation, and the corporation of which an authorized person for the development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor.	Not Applicable
(s)	The vendor or a building contractor for the development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	Yes*

* The building contractor for the development, Yau Lee Building Construction and Decoration Company Limited, is an associate corporation of the vendor and its holding companies.

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

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

* 該項目的承建商有利承造裝修有限公司屬賣方及其控權公司的有聯繫法團。

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

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

There are no curtain walls forming part of the enclosing walls of the Development.
發展項目沒有構成圍封牆的一部分的幕牆。

The thickness of the non-structural prefabricated external walls is 150mm, and the total area of the non-structural prefabricated external walls of each residential property is shown below:
非結構的預製外牆的厚度為 150毫米，而每個住宅物業的非結構的預製外牆之總面積則見下表：

Floor 樓層	Flat 單位	Total Area (sq m) 總面積 (平方米)
5/F 五樓	A	1.302
	B	0.431
	C	1.140
	D	1.502
6/F - 10/F 六樓至十樓	A	1.352
	B	0.431
	C	1.140
	D	1.389
11/F - 13/F, 15/F - 19/F (14/F is omitted) 十一樓至十三樓、 十五樓至十九樓 （不設十四樓）	A	1.352
	B	0.431
	C	1.140
	D	1.389
20/F - 23/F, 25/F - 29/F (24/F is omitted) 二十樓至二十三樓、 二十五樓至二十九樓 （不設二十四樓）	A	1.352
	B	1.699
	C	1.389
30/F 三十樓	A	2.948

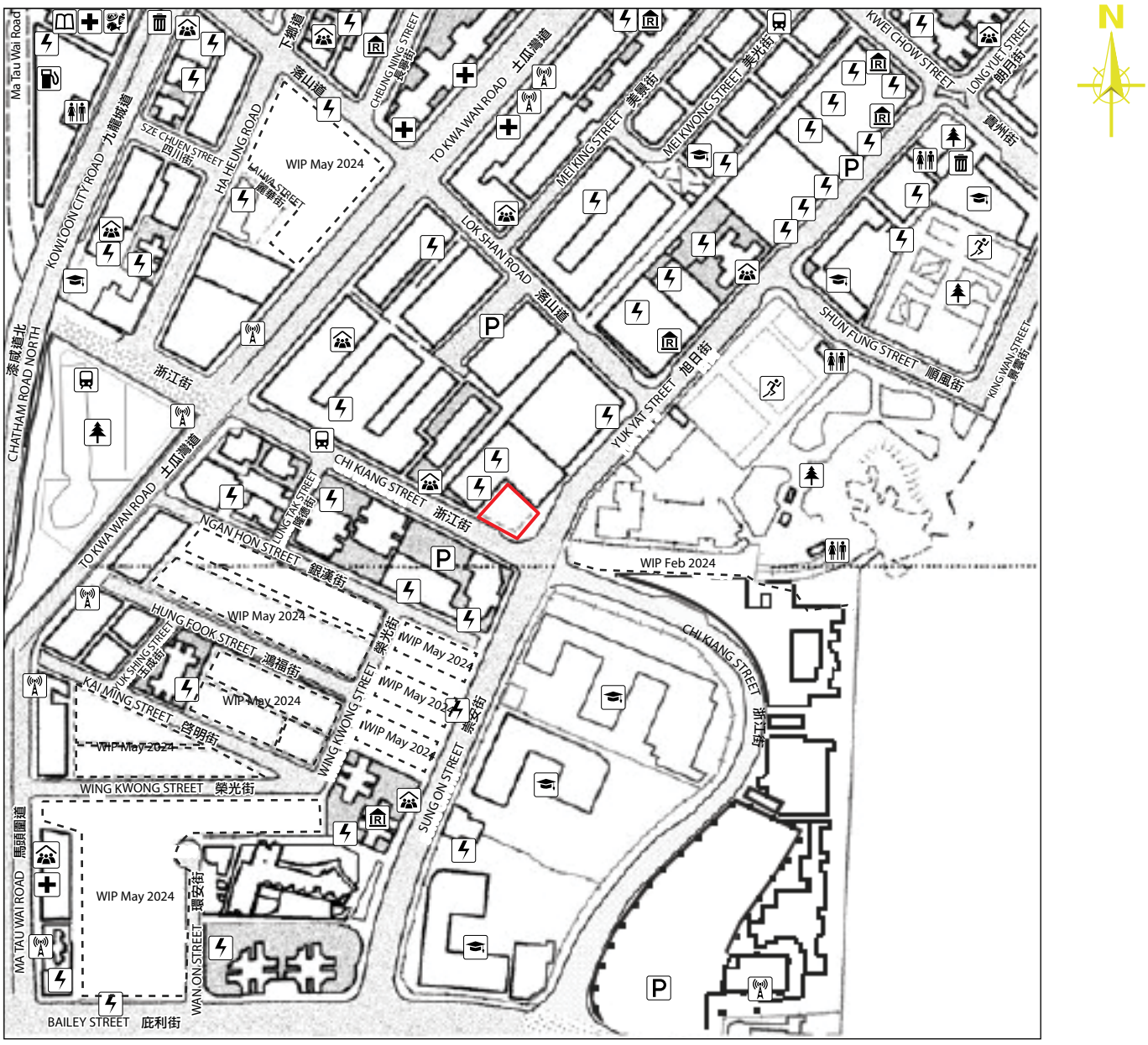
THE MANAGER APPOINTED UNDER DEED OF MUTUAL COVENANT THAT HAS BEEN EXECUTED

Savills Property Management Limited

根據已簽立的公契獲委任的管理人

第一太平戴維斯物業管理有限公司

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



Location of the Development
發展項目的位置

0M/米 250M/米
Scale:
比例：

Notes:

1. The above Location Plan is prepared by the vendor with reference to the Survey Sheet Nos. 11-NE-C dated 4th July 2024 and 11-NW-D dated 4th July 2024.
2. The map is reproduced with permission of the Director of Lands. © The Government of Hong Kong SAR. Licence No. 102/2014.
3. Due to technical reasons (such as the shape of the Development), the location plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註：

1. 上述所在位置圖參考於2024年7月4日修訂之測繪圖編號11-NE-C及2024年7月4日修訂之測繪圖編號 11-NW-D，並由賣方擬備。
2. 地圖版權屬香港特區政府，經地政總署准許複印，版權特許編號102/2014。
3. 因技術原因(例如發展項目之形狀)，位置圖所顯示之範圍多於《一手住宅物業銷售條例》所要求的範圍。

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

Legends 圖例

Sports Facilities (including a Sports Ground and a Swimming Pool)
體育設施(包括運動場及游泳池)

Social Welfare Facilities (including an Elderly Centre and a Home for the Mentally Disabled)
社會福利設施(包括老人中心及弱智人士護理院)

A Power Plant (including Electricity Sub-stations)
發電廠(包括電力分站)

A Public Convenience
公廁

A School (including a Kindergarten)
學校(包括幼稚園)

A Public Park
公園

A Religious Institution (including a Church, a Temple and a Tsz Tong)
宗教場所(包括教堂、廟宇及祠堂)

A Public Utility Installation
公用事業設施裝置

A Clinic
診療所

A Refuse Collection Point
垃圾收集站

A Public Carpark (including a Lorry Park)
公眾停車場(包括貨車停泊處)

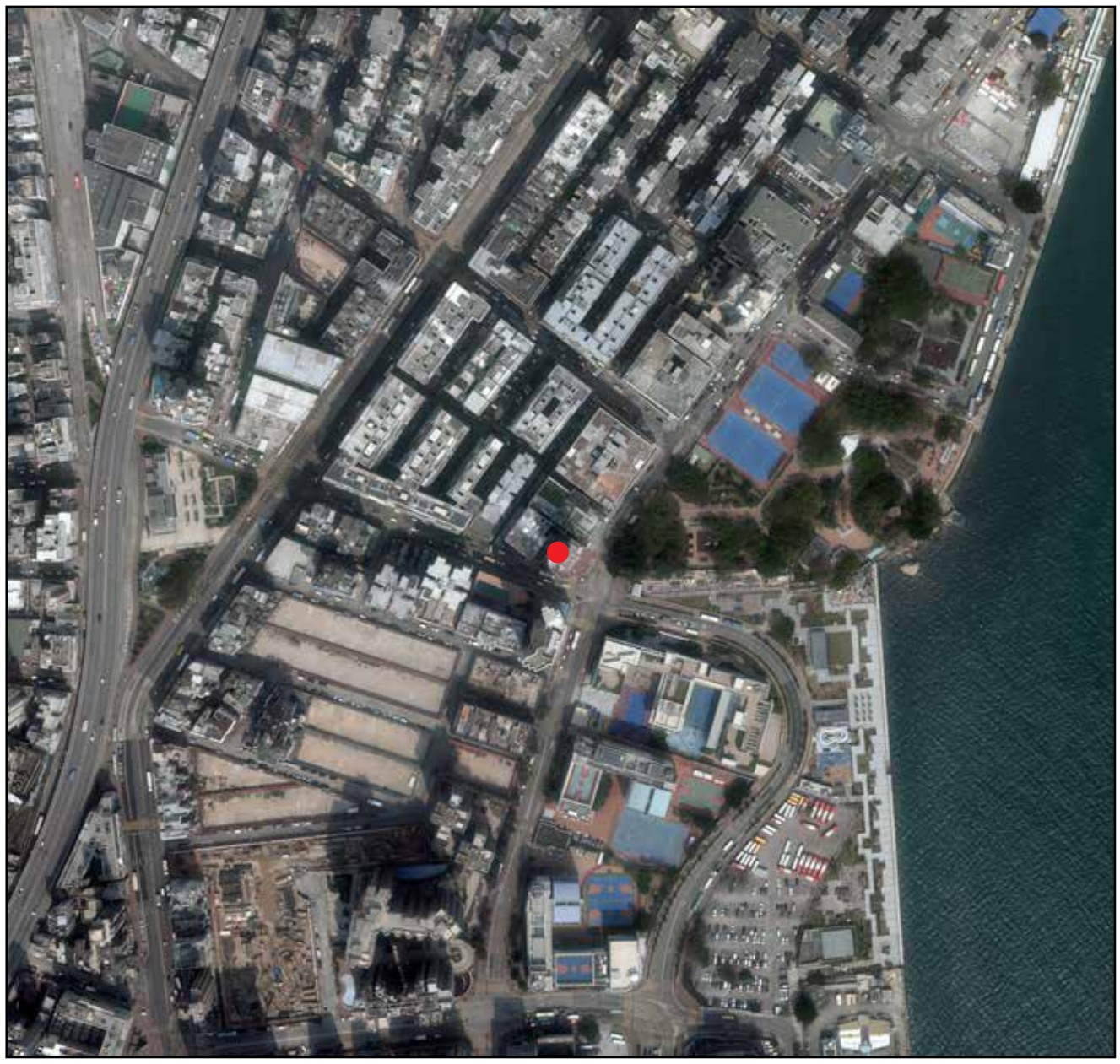
A Public Transport Terminal (including a Rail Station)
公共交通總站(包括鐵路車站)

A Petrol Filling Station
油站

A Library
圖書館

A Market (including a Wet Market and a Wholesale Market)
市場(包括濕貨市場及批發市場)

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



Location of the Development
發展項目的位置

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

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

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. E196576C, dated 2nd March 2023.

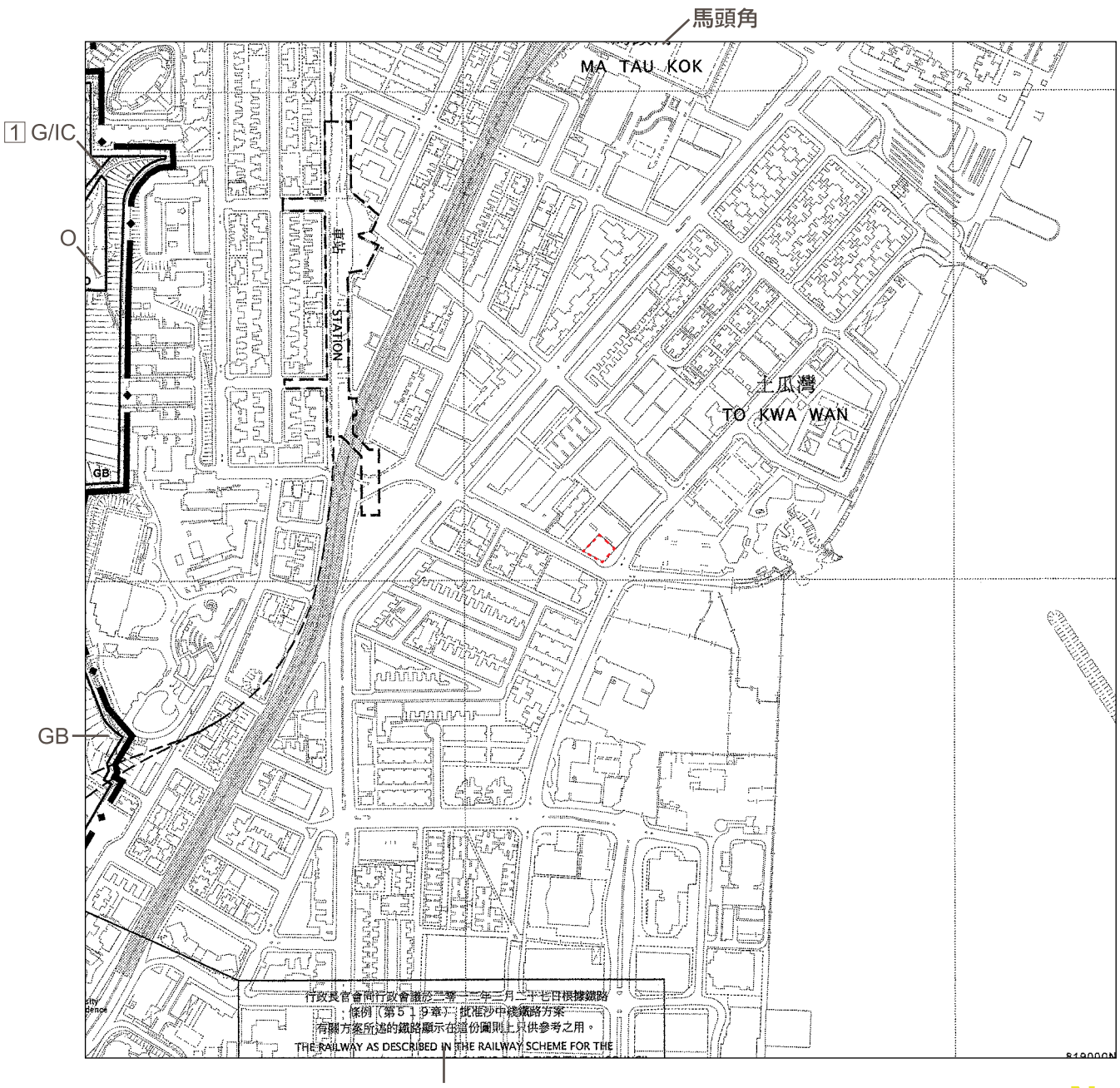
香港特別行政區政府地政總處測繪處 © 版權所有，未經許可，不得翻印。

摘錄自地政總處測繪處在 6,900呎的飛行高度拍攝之鳥瞰照片，照片編號 E196576C，飛行日期：2023年 3月 2日。

Notes:
1. Copy of the aerial photograph of the Development is available for free inspection at the sales office during opening hours.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

備註：
1. 發展項目的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 由於發展項目的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

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



THE RAILWAY AS DESCRIBED IN THE RAILWAY SCHEME FOR THE SHATIN TO CENTRAL LINK AUTHORIZED BY THE CHIEF EXECUTIVE IN COUNCIL UNDER THE RAILWAYS ORDINANCE (CHAPTER 519) ON 27.3.2012 IS SHOWN ON THIS PLAN FOR INFORMATION ONLY.
行政長官會同行政會議於二零一二年三月二十七日根據鐵路條例(第519章)批准沙中綫鐵路方案有關方案所述的鐵路顯示在這份圖則上只供參考之用。

N

0M/米 500M/米

Scale:
比例：

Location of the Development
發展項目的位置

Adopted from part of the Approved Ho Man Tin Outline Zoning Plan, Plan No. S/K7/24, gazetted on 18 September 2015.
摘錄自2015年9月18日刊憲之何文田分區計劃大綱核准圖，圖則編號為S/K7/24。

NOTATION 圖例

ZONES 地帶

G/IC — GOVERNMENT, INSTITUTION OR COMMUNITY
政府、機構或社區

O — OPEN SPACE
休憩用地

GB — GREEN BELT
綠化地帶

COMMUNICATIONS 交通

車站 STATION — RAILWAY AND STATION (UNDERGROUND)
鐵路及車站(地下)

MAJOR ROAD AND JUNCTION
主要道路及路口

ELEVATED ROAD
高架道路

MISCELLANEOUS 其他

BOUNDARY OF PLANNING SCHEME
規劃範圍界線

100 — MAXIMUM BUILDING HEIGHT (IN METERS ABOVE PRINCIPAL DATUM)
最高建築物高度
(在主水平基準上若干米)

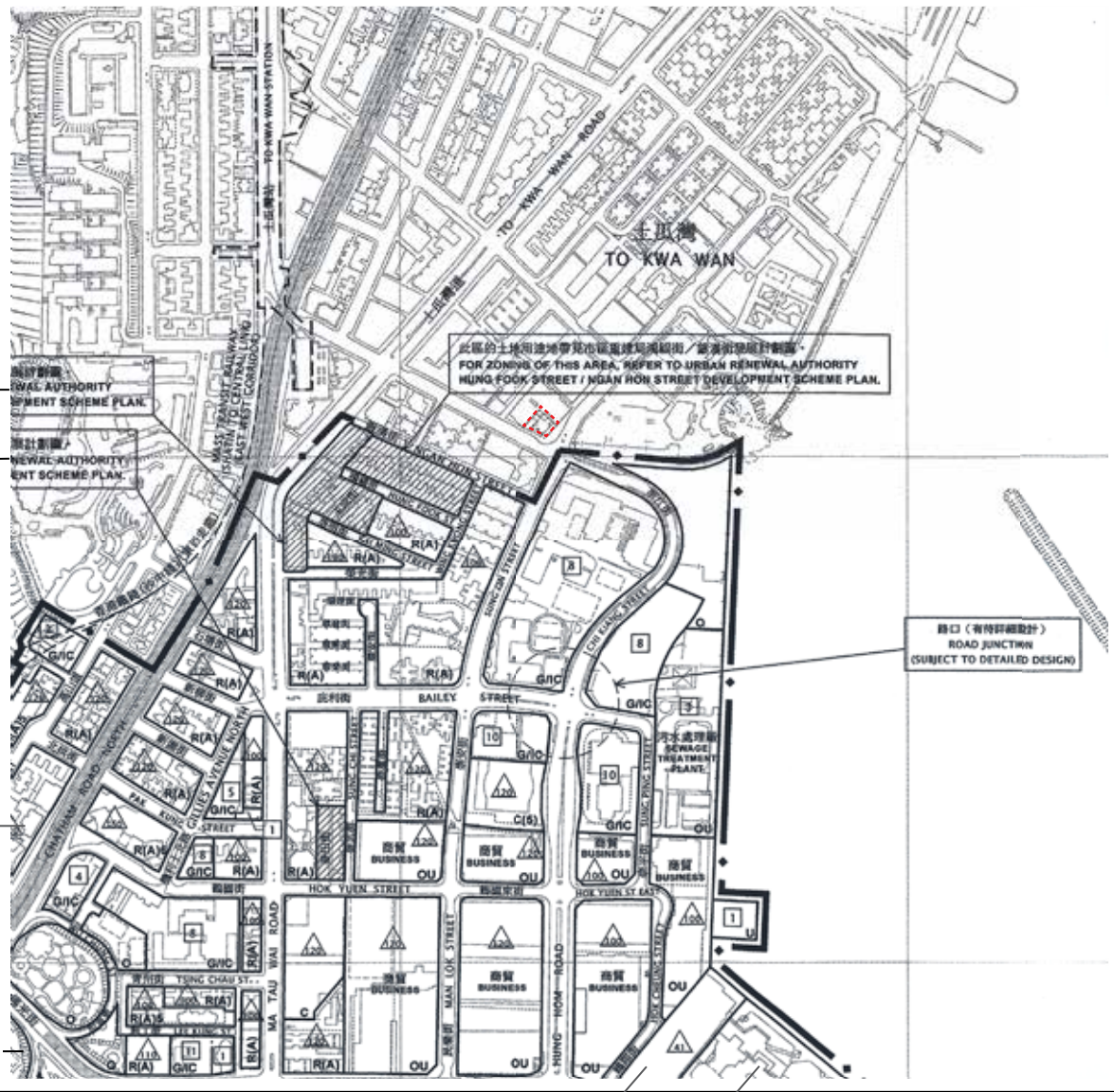
8 — MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)
最高建築物高度
(樓層數目)

Notes:
1. The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
4. The map, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. © The Government of Hong Kong SAR.

備註：
1. 在印刷售樓説明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
4. 地圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

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

This blank area falls outside the coverage of the relevant Outline Zoning Plan
當區分區計劃大綱圖並不覆蓋本空白範圍



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春田街／崇志街發展計劃圖

FOR ZONING OF THIS AREA, REFER TO URBAN RENEWAL AUTHORITY TO KWA WAN ROAD / WING KWONG STREET DEVELOPMENT SCHEME PLAN
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

0M/米 500M/米
Scale:
比例：

Location of the Development
發展項目的位置

Adopted from part of the Approved Hung Hom Outline Zoning Plan, Plan No. S/K9/28, gazetted on 10th June 2022.
摘錄自2022年6月10日刊憲之紅磡分區計劃大綱核准圖，圖則編號為S/K9/28。

NOTATION 圖例

ZONES 地帶

- C — COMMERCIAL 商業
- R(A) — RESIDENTIAL (GROUP A) 住宅 (甲類)
- R(B) — RESIDENTIAL (GROUP B) 住宅 (乙類)
- G/IC — GOVERNMENT, INSTITUTION OR COMMUNITY 政府、機構或社區
- O — OPEN SPACE 休憩用地
- OU — OTHER SPECIFIED USES 其他指定用途
- U — UNDERMINED 未決定用途

COMMUNICATIONS 交通

- 車站 STATION — RAILWAY AND STATION (UNDERGROUND) 鐵路及車站(地下)
- MAJOR ROAD AND JUNCTION 主要道路及路口
- ELEVATED ROAD 高架道路

MISCELLANEOUS 其他

- BOUNDARY OF PLANNING SCHEME 規劃範圍界線
- URBAN RENEWAL AUTHORITY DEVELOPMENT SCHEME PLAN AREA 市區重建局發展計劃圖範圍
- BUILDING HEIGHT CONTROL ZONE BOUNDARY 建築物高度管制區界線
- 80 — MAXIMUM BUILDING HEIGHT (IN METERS ABOVE PRINCIPAL DATUM) 最高建築物高度 (在主水平基準上若干米)
- 8 — MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS) 最高建築物高度 (樓層數目)

Notes:
1. The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
4. The map, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. © The Government of Hong Kong SAR.

備註：
1. 在印刷售樓説明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
4. 地圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

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

Ma Tau Wai Road 馬頭圍道

Pau Chung Street 炮仗街

Kowloon City Road 九龍城道

0M/米 500M/米

Scale: 比例：

Location of the Development
發展項目的位置

Adopted from part of the Approved Ma Tau Kok Outline Zoning Plan, Plan No. S/K10/30, gazetted on 8th September 2023.
摘錄自2023年9月8日刊憲之馬頭角分區計劃大綱核准圖，圖則編號為S/K10/30。

NOTATION 圖例

ZONES 地帶

C	COMMERCIAL 商業
CDA	COMPREHENSIVE DEVELOPMENT AREA 綜合發展區
R(A)	RESIDENTIAL (GROUP A) 住宅 (甲類)
R(B)	RESIDENTIAL (GROUP B) 住宅 (乙類)
R(E)	RESIDENTIAL (GROUP E) 住宅 (戊類)
G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY 政府、機構或社區
O	OPEN SPACE 休憩用地
OU	OTHER SPECIFIED USE 其他指定用途

COMMUNICATIONS 交通

車站 STATION	RAILWAY AND STATION (UNDERGROUND) 鐵路及車站(地下)
	MAJOR ROAD AND JUNCTION 主要道路及路口
	ELEVATED ROAD 高架道路

MISCELLANEOUS 其他

	BOUNDARY OF PLANNING SCHEME 規劃範圍界線
100	MAXIMUM BUILDING HEIGHT (IN METERS ABOVE PRINCIPAL DATUM) 最高建築物高度 (在主水平基準上若干米)
8	MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS) 最高建築物高度 (樓層數目)

Notes:
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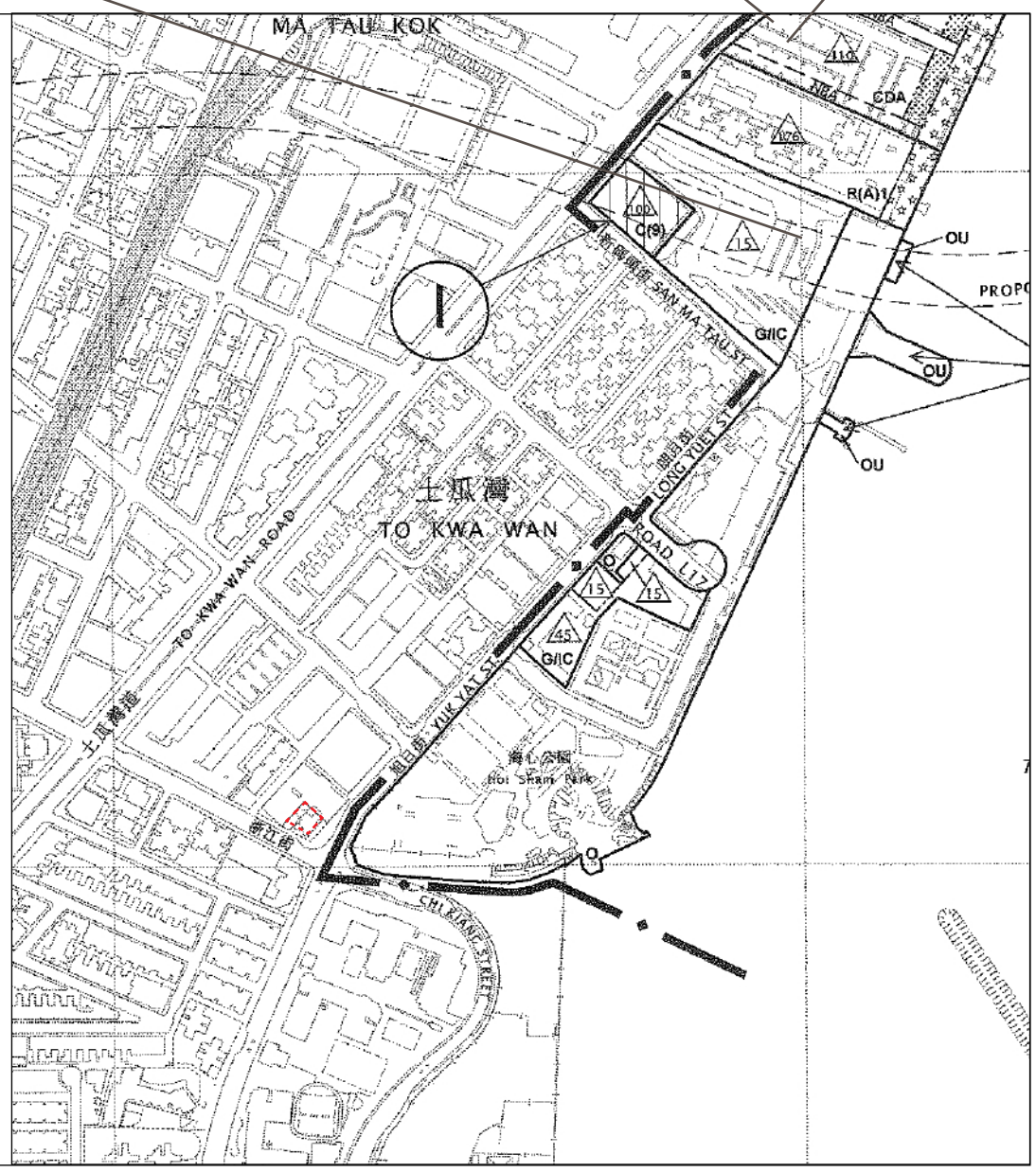
備註：
1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
4. 地圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

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

PROPOSED CENTRAL KOWLOON ROUTE
建議中的中九龍幹線

NBA

This blank area falls outside the coverage of the relevant Outline Zoning Plan.
當區分區計劃大綱圖並不覆蓋本空白範圍



NOTATION 圖例

ZONES 地帶

C	COMMERCIAL 商業
R(A)	RESIDENTIAL (GROUP A) 住宅 (甲類)
G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY 政府、機構或社區
O	OPEN SPACE 休憩用地
OU	OTHER SPECIFIED USES 其他指定用途
CDA	COMPREHENSIVE DEVELOPMENT AREA 綜合發展區

COMMUNICATIONS 交通

車站 STATION	RAILWAY AND STATION (UNDERGROUND) 鐵路及車站(地下)
	MAJOR ROAD AND JUNCTION 主要道路及路口
	ELEVATED ROAD 高架道路

MISCELLANEOUS 其他

	BOUNDARY OF PLANNING SCHEME 規劃範圍界線
	BUILDING HEIGHT CONTROL ZONE BOUNDARY 建築物高度管制區界線
15	MAXIMUM BUILDING HEIGHT (IN METERS ABOVE PRINCIPAL DATUM) 最高建築物高度 (在主水平基準上若干米)
	AREA DESIGNATED FOR "SHOP AND SERVICES" AND "EATING PLACE" USES ONLY 只限於指定為「商店及服務 行業」和「食肆」用途的地區
	AREA DESIGNATED FOR "WATERFRONT PROMENADE" 指定為「海濱長廊」的地區
NBA	NON-BUILDING AREA 非建築用地

0M/米 500M/米
Scale: 比例：

N

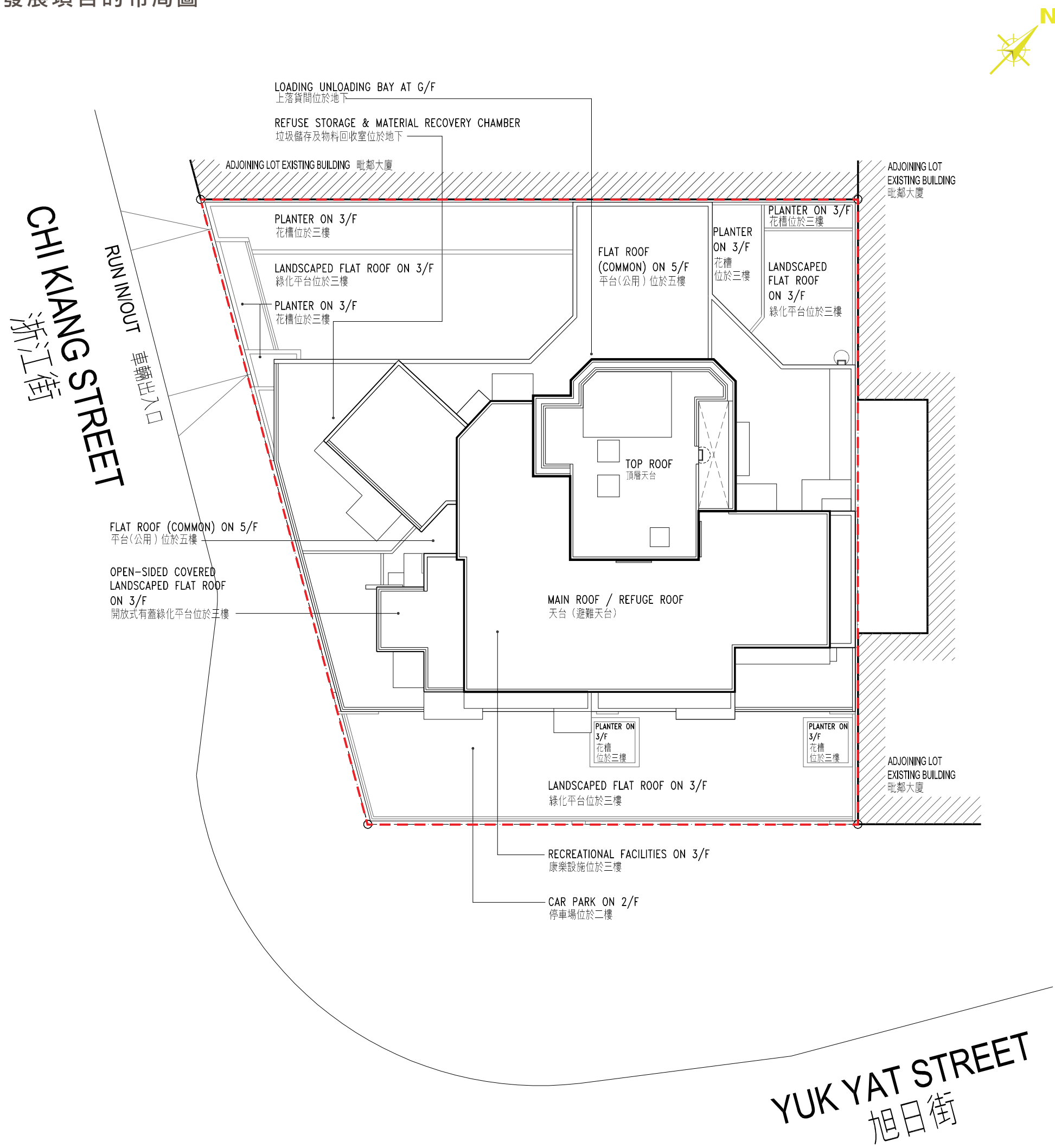
Location of the Development
發展項目的位置

Adopted from part of the Approved Kai Tak Outline Zoning Plan, Plan No. S/K22/8, gazetted on 28th October 2022.
摘錄自2022年10月28日刊憲之啟德分區計劃大綱核准圖，圖則編號為S/K22/8。

Notes:
1. The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.
4. The map, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. © The Government of Hong Kong SAR.

備註：
1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
4. 地圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

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



Boundary of the Development
發展項目的界線

0M/米 20M/米

Scale:
比例:

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

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

5/F FLOOR PLAN
五樓樓面平面圖

LEGENDS
圖例

A/C Platform	Air-conditioner Platform	空調機平台
B.W.	Bay Window	窗台
H.R.	Hose Reel	喉轆
P.D.	Pipe Duct	管道槽
W.M.	Water Meter	水錶房

The hatched areas are common areas of the Development and do not form part of the Flat Roof of the units.
斜線範圍屬發展項目之公用部分，不屬於住宅單位的平台之一部分。

0M/米 5M/米
Scale:
比例:

1. The thickness of floor slabs (excluding plaster) of each residential property on 5/F of the Development as provided in the approved building plans for the Development: Flat A, B, and C : 125mm and 150mm; Flat D : 125mm, 150mm and 175mm.
2. The floor-to-floor height of each residential property on 5/F of the Development as provided in the approved building plans for the Development: 3.075m.
3. 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.
4. The dimensions of the floor plans are all in millimeter.

1. 按發展項目的經批准的建築圖則所規定，發展項目五樓的每個住宅物業的樓板（不包括灰泥）的厚度：A、B及C單位：125毫米及150毫米；D單位：125毫米、150毫米及175毫米。
2. 按發展項目的經批准的建築圖則所規定，發展項目五樓的每個住宅物業的層與層之間的高度：3.075米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低層之內部面積稍大。
4. 平面圖之尺規所列數字為以毫米標示之尺寸。

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

6/F - 10/F FLOOR PLAN
六樓至十樓樓面平面圖

LEGENDS
圖例

A/C Platform	Air-conditioner Platform	空調機平台
B.W.	Bay Window	窗台
H.R.	Hose Reel	喉轆
P.D.	Pipe Duct	管道槽
U.P.	Utility Platform	工作平台
W.M.	Water Meter	水錶房

0M/米 5M/米

Scale:
比例:

1. The thickness of floor slabs (excluding plaster) of each residential property on 6/F - 10/F of the Development as provided in the approved building plans for the Development: Flat A, B, and C : 125mm and 150mm; Flat D : 125mm, 150mm and 175mm.
2. The floor-to-floor height of each residential property on 6/F - 10/F of the Development as provided in the approved building plans for the Development: 3.075m.
3. 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.
4. The dimensions of the floor plans are all in millimeter.

1. 按發展項目的經批准的建築圖則所規定，發展項目六樓至十樓的每個住宅物業的樓板（不包括灰泥）的厚度：A、B及C單位：125毫米及150毫米；D單位：125毫米、150毫米及175毫米。
2. 按發展項目的經批准的建築圖則所規定，發展項目六樓至十樓的每個住宅物業的層與層之間的高度：3.075米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低層之內部面積稍大。
4. 平面圖之尺規所列數字為以毫米標示之尺寸。

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

11/F - 19/F FLOOR PLAN
十一樓至十九樓樓面平面圖

LEGENDS
圖例

A/C Platform	Air-conditioner Platform	空調機平台
B.W.	Bay Window	窗台
H.R.	Hose Reel	喉轆
P.D.	Pipe Duct	管道槽
U.P.	Utility Platform	工作平台
W.M.	Water Meter	水錶房

0M/米 5M/米

Scale:
比例:

1. The thickness of floor slabs (excluding plaster) of each residential property on 11/F - 19/F of the Development as provided in the approved building plans for the Development: Flat A, B, and C : 125mm and 150mm; Flat D : 125mm, 150mm and 175mm.
2. The floor-to-floor height of each residential property on 11/F - 19/F of the Development as provided in the approved building plans for the Development: 3.075m.
3. 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.
4. The dimensions of the floor plans are all in millimeter.

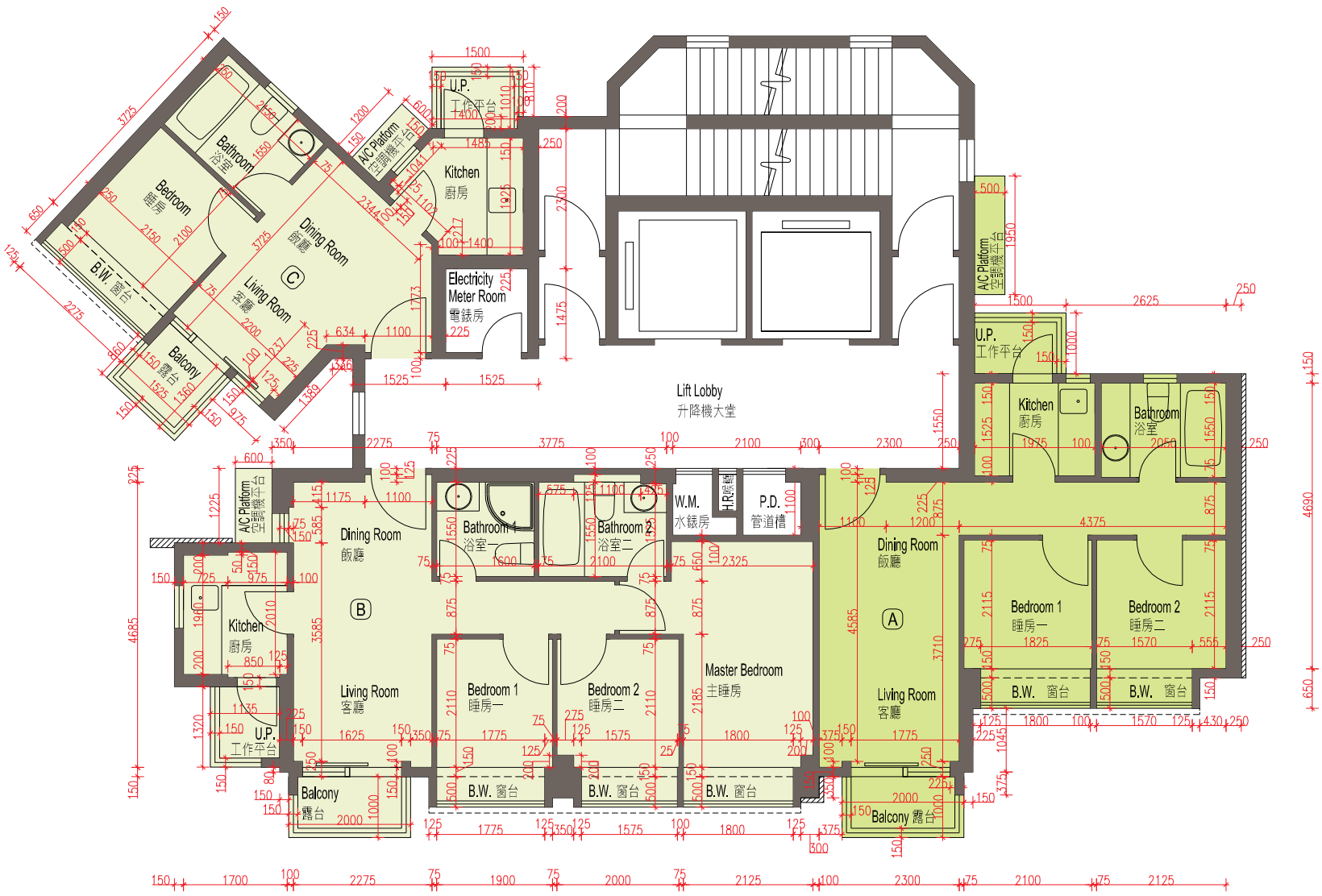
1. 按發展項目的經批准的建築圖則所規定，發展項目十一樓至十九樓的每個住宅物業的樓板（不包括灰泥）的厚度：A、B及C單位：125毫米及150毫米；D單位：125毫米、150毫米及175毫米。
2. 按發展項目的經批准的建築圖則所規定，發展項目十一樓至十九樓的每個住宅物業的層與層之間的高度：3.075米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低層之內部面積稍大。
4. 平面圖之尺規所列數字為以毫米標示之尺寸。

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

20/F - 29/F FLOOR PLAN
二十樓至二十九樓樓面平面圖

LEGENDS
圖例

A/C Platform	Air-conditioner Platform	空調機平台
B.W.	Bay Window	窗台
H.R.	Hose Reel	喉轆
P.D.	Pipe Duct	管道槽
U.P.	Utility Platform	工作平台
W.M.	Water Meter	水錶房



0M/米 5M/米

Scale:
比例:

1. The thickness of floor slabs (excluding plaster) of each residential property on 20/F - 29/F of the Development as provided in the approved building plans for the Development: Flat A : 150mm; Flat B & C : 150mm and 175mm.
2. The floor-to-floor height of each residential property of the Development as provided in the approved building plans for the Development: 20/F - 28/F: 3.075m, 29/F: 3m and 3.225m.
3. 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.
4. The dimensions of the floor plans are all in millimeter.

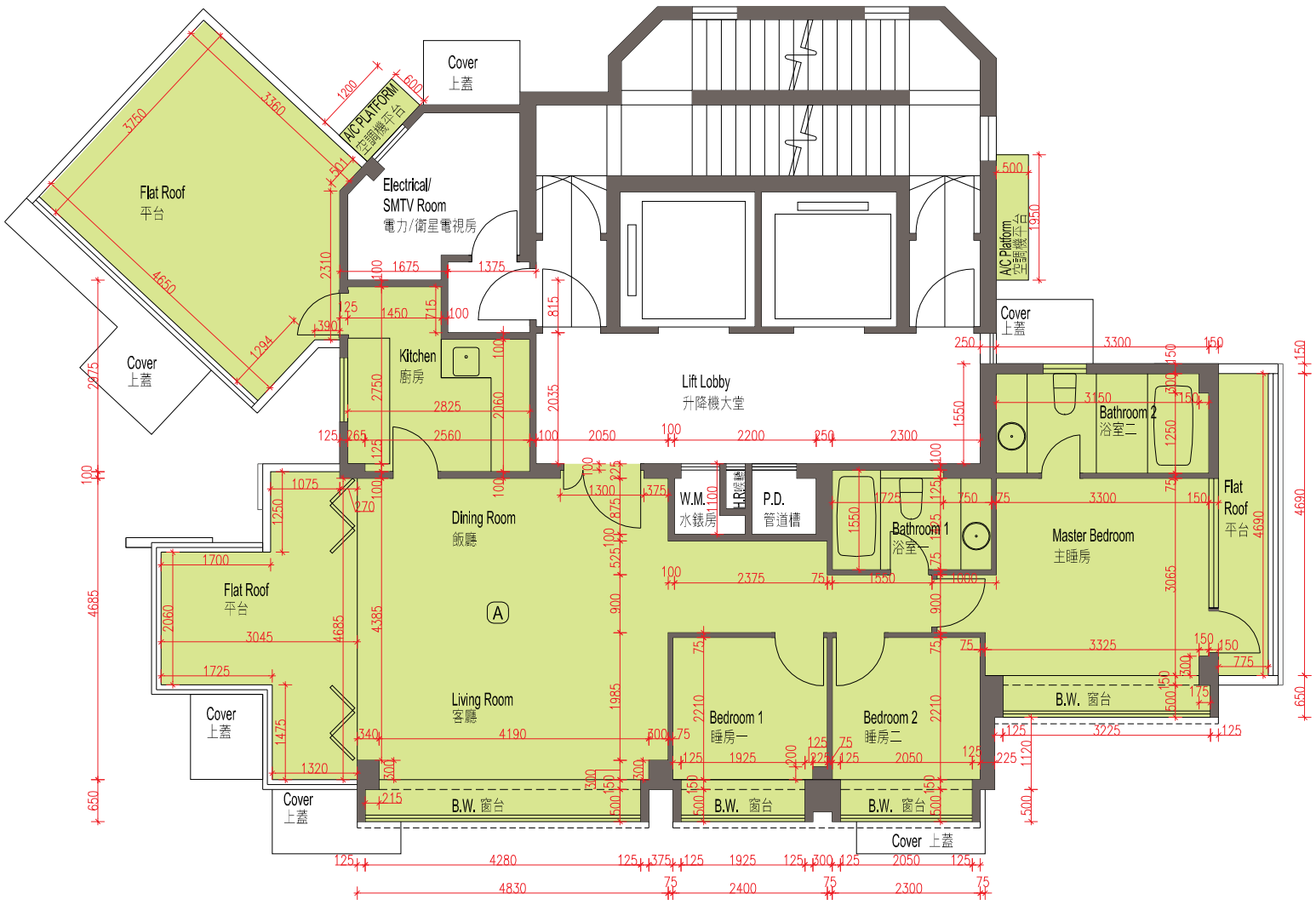
1. 按發展項目的經批准的建築圖則所規定，發展項目二十樓至二十九樓的每個住宅物業的樓板（不包括灰泥）的厚度：A單位：150毫米；B及C單位：150毫米及175毫米。
2. 按發展項目的經批准的建築圖則所規定，發展項目的每個住宅物業的層與層之間的高度：二十樓至二十八樓：3.075米，二十九樓：3米及3.225米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低層之內部面積稍大。
4. 平面圖之尺規所列數字為以毫米標示之尺寸。

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

30/F FLOOR PLAN
三十樓樓面平面圖

LEGENDS
圖例

A/C Platform	Air-conditioner Platform	空調機平台
B.W.	Bay Window	窗台
H.R.	Hose Reel	喉轆
P.D.	Pipe Duct	管道槽
W.M.	Water Meter	水錶房



0M/米 5M/米

Scale:
比例:

1. The thickness of floor slabs (excluding plaster) of each residential property on 30/F of the Development as provided in the approved building plans for the Development: 150mm and 175mm.
2. The floor-to-floor height of each residential property on 30/F of the Development as provided in the approved building plans for the Development: 3.3m.
3. 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.
4. The dimensions of the floor plans are all in millimeter.

1. 按發展項目的經批准的建築圖則所規定，發展項目三十樓的每個住宅物業的樓板（不包括灰泥）的厚度：150毫米及175毫米。
2. 按發展項目的經批准的建築圖則所規定，發展項目三十樓的每個住宅物業的層與層之間的高度：3.3米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低層之內部面積稍大。
4. 平面圖之尺規所列數字為以毫米標示之尺寸。

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

Description of Residential Property 物業的描述		Saleable Area (Including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台 ,工作平台及陽台 (如有) 平方米 (平方呎)	Area of the other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cock-loft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stair-hood 梯屋	Terrace 前庭	Yard 庭院
5/F 五樓	A	37.907 (408) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 0.000 (0)	--	1.423 (15)	--	25.982 (280)	--	--	--	--	--	--
	B	19.995 (215) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 0.000 (0)	--	0.925 (10)	--	--	--	--	--	--	--	--
	C	30.420 (327) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 0.000 (0)	--	1.013 (11)	--	13.816 (149)	--	--	--	--	--	--
	D	26.285 (283) Balcony 露台 : 0.000 (0) Utility Platform 工作平台 : 0.000 (0)	--	1.275 (14)	--	19.553 (210)	--	--	--	--	--	--
6/F - 10/F 六樓至十樓	A	39.595 (426) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	--	1.860 (20)	--	--	--	--	--	--	--	--
	B	19.995 (215) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 0.000 (0)	--	0.925 (10)	--	--	--	--	--	--	--	--
	C	31.920 (344) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	--	1.013 (11)	--	--	--	--	--	--	--	--
	D	29.785 (321) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	--	1.275 (14)	--	--	--	--	--	--	--	--

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.

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部分計算得出的。

Remarks:
1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded to the nearest square feet.
2. There is no verandah in the residential properties of the Development.

備註:
1. 上述所列之面積則以1平方米 = 10.764平方呎換算並四捨五入至整數平方呎。
2. 發展項目住宅物業並無陽台。

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

Description of Residential Property 物業的描述		Saleable Area (Including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台,工作平台及陽台(如有) 平方米(平方呎)	Area of the other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積(不計算入實用面積) 平方米(平方呎)									
Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cock-loft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stair-hood 梯屋	Terrace 前庭	Yard 庭院
11/F - 13/F, 15/F - 19/F (14/F is omitted) 十一樓至十三樓、十五樓至十九樓(不設十四樓)	A	39.434 (424) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	--	1.860 (20)	--	--	--	--	--	--	--	--
	B	19.995 (215) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 0.000 (0)	--	0.925 (10)	--	--	--	--	--	--	--	--
	C	31.757 (342) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	--	1.013 (11)	--	--	--	--	--	--	--	--
	D	29.785 (321) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	--	1.275 (14)	--	--	--	--	--	--	--	--
20/F - 23/F, 25/F - 29/F (24/F is omitted) 二十樓至二十三樓、二十五樓至二十九樓(不設二十四樓)	A	39.399 (424) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	--	1.860 (20)	--	--	--	--	--	--	--	--
	B	49.705 (535) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	--	2.875 (31)	--	--	--	--	--	--	--	--
	C	29.785 (321) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	--	1.275 (14)	--	--	--	--	--	--	--	--
30/F 三十樓	A	73.111 (787) Balcony 露台 : 0.000 (0) Utility Platform 工作平台 : 0.000 (0)	--	6.253 (67)	--	28.333 (305)	--	--	--	--	--	--

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.

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部分計算得出的。

Remarks:
1. The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded to the nearest square feet.
2. There is no verandah in the residential properties of the Development.

備註:
1. 上述所列之面積則以1平方米 = 10.764平方呎換算並四捨五入至整數平方呎。
2. 發展項目住宅物業並無陽台。

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

2/F
二樓

Residential Car Parking Spaces
住宅泊車位

Commercial Car Parking Spaces
商業泊車位

Residential Double Deck Mechanical Car Parking Spaces
住宅雙層機械泊車位

Commercial Motor Cycle Parking Spaces
商業電單車泊車位

Residential Motor Cycle Parking Spaces
住宅電單車泊車位

Scale:
比例：
0M/米 15M/米

Category of Parking Space 停車位類別	Number 數目	Dimension (L x W) (m) 尺寸（長 x 寬）(米)	Area Per Each Parking Space (sq. m) 每個停車位面積（平方米）
Residential Car Parking Spaces 住宅泊車位	4	5 x 2.5	12.5
Commercial Car Parking Spaces 商業泊車位	3	5 x 3.5 (CP1)	17.5
		5 x 2.5 (CP2 & CP3)	12.5
Residential Double Deck Mechanical Car Parking Spaces 住宅雙層機械泊車位	3	5.1 x 2.65 x 2nos.個	27.03
Commercial Motor Cycle Parking Spaces 商業電單車泊車位	1	2.4 x 1	2.4
Residential Motor Cycle Parking Spaces 住宅電單車泊車位	1	2.4 x 1	2.4

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

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

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

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

1. 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。

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT*

* For the purpose of this Summary of Deed of Mutual Covenant, the expression "the Development" shall have the same meaning as the expression "the Building" as ascribed to it by the Deed of Mutual Covenant

A. COMMON PARTS OF THE DEVELOPMENT

According to the Deed of Mutual Covenant :-

1. "Common Areas and Facilities" means collectively the Estate Common Areas and Facilities, the Commercial Common Areas and Facilities, the Residential Common Areas and Facilities and the Car Park Common Areas and Facilities.

2. "Car Park Common Areas and Facilities" means those Common Parts which are provided or installed for the common use and benefit of Owners (as defined in the Deed of Mutual Covenant), occupiers, licensees or invitees of different Car Parking Spaces (as defined in the Deed of Mutual Covenant) and Motor Cycle Parking Spaces (as defined in the Deed of Mutual Covenant) and shall include :-
   (a) the whole Car Parking Areas (as defined in the Deed of Mutual Covenant) excluding (i) the Car Parking Spaces and (ii) those areas designated as part of the Estate Common Areas and Facilities;
   (b) those areas of the Development which are (for identification purpose) coloured Brown on the Plans;
   (c) all glazing, window panes, window frames, doors, door frames, louvers and louver frames of any area mentioned in paragraph (a) of this definition; and
   (d) all lifts located in any area mentioned in paragraph (a) of this definition and associate fittings, fixtures, equipment, installations, lift shafts and lift pits.

3. "Commercial Common Areas and Facilities" means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Commercial Units (as defined in the Deed of Mutual Covenant); and shall include :-
   (a) those areas of the Development which are (for identification purpose) coloured Yellow on the Plans; and
   (b) all sanitary appliances, glazing, window panes, window frames, doors, door frames, louvers and louver frames of any area mentioned in paragraph (a) of this definition.

4. "Common Parts" means all (a) areas; (b) systems; (c) equipment; (d) facilities; (e) machinery; (f) fixtures; (g) fittings; (h) Conduits; and (i) other matters in the Lot (as defined in the Deed of Mutual Covenant) which are intended for the common use and benefit of different Owners, occupiers, licensees or invitees of the Lot or any part thereof; or as shall fall within the definition of "common parts" in Section 2 of the Building Management Ordinance (Cap. 344, Laws of Hong Kong).

5. "Conduits" includes sewers, drains, pipes, wires, cables, ducts, risers, gutters, flues, watercourses, fibres and any medium for the passage or transmission of soil, sewage, water, gas, electricity, air, smoke, light, information or other matters, and associated equipment and structures.

6. "Estate Common Areas and Facilities" means and includes :-
   (a) those areas of the Development which are (for identification purpose) coloured Indigo on the Plans;
   (b) those loading and unloading bay(s) of the Development provided in accordance with Special Condition No. (32)(a) of the Government Lease (as defined in the Deed of Mutual Covenant);
   (c) those circulation and manoeuvring spaces;
   (d) the entire External Walls (save and except for those part(s) forming part of any Unit, the Car Park Common Areas and Facilities, the Residential Common Areas and Facilities or the Commercial Common Areas and Facilities);
   (e) all structural or load bearing elements of the Development;
   (f) the foundations of the Development;
   (g) the Disabled Person Car Parking Space (as defined in the Deed of Mutual Covenant);
   (h) those areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
   (i) those Common Parts which are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different Units; and
   (j) those Common Parts which do not form part of the Commercial Common Areas and Facilities, the Residential Common Areas and Facilities or the Car Park Common Areas and Facilities

7. "External Walls" means the façade and the external walls of the Development or any part thereof including but not limited to the external finishes, claddings, architectural features and grilles.

8. "Plans" means the plans annexed to the Deed of Mutual Covenant.

9. "Residential Common Areas and Facilities" means those Common Parts which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Residential Units (as defined in the Deed of Mutual Covenant); and shall include:-
   (a) those areas of the Development which are (for identification purpose) coloured Green, Green Hatched Black and Green Stippled Black on the Plans;
   (b) all glazing, window panes, window frames, doors, door frames, louvers, louver frames, lift lobby, entrance lobby and caretaker's counter of any area mentioned in paragraph (a) of this definition;
   (c) those parts of the External Walls which are (for identification purpose) coloured Green on the South-East Elevation plan and the South-West Elevation plan of the Plans;
   (d) those parts of the External Walls of the Development on or above the 3rd Floor of the Development which do not form part of any Residential Unit;
   (e) all lifts located in any area mentioned in paragraph (a) of this definition and associate fittings, fixtures, equipment, installations, lift shafts and lift pits;
   (f) any flat roof or portion of the roof on or above the 3rd Floor which does not form part of any Residential Unit;
   (g) all plant rooms including the lift machine room, water meter room, electric meter room and pipe duct which are coloured Green on the Plans;
   (h) cladding abutting the utility platform, air-conditioner platform or flat roof forming part of a Residential Unit;
   (i) the Wider Corridors and Lift Lobbies; and
   (j) the Recreational Areas and Facilities.

10. "Wider Corridors and Lift Lobbies" means the wider corridors and lift lobbies in the Development which are (for identification purpose) respectively coloured Green Hatched Black and Green Stippled Black on the Plans.

11. "Recreational Areas and Facilities" means and includes the Club House (as defined in the Deed of Mutual Covenant) and such recreational areas and facilities and other landscaped areas, open-sided covered landscaped flat roof, planters, children play area, gymnasium and such other recreational areas and facilities for the enjoyment and use of the residents of the Residential Units and their bona fide visitors.

12. Every Owner, his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager (as defined in the Deed of Mutual Covenant) and others having like rights) to go pass and repass over and along and to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same subject to the provisions of the Deed of Mutual Covenant, the rights of the Manager and the House Rules (as defined in the Deed of Mutual covenant).

13. Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Residential Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Residential Common Areas and Facilities and the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same subject to the provisions of the Deed of Mutual Covenant, the rights of the Manager and the House Rules.

14. Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Commercial Unit together with his tenants, servants, agents, invitees and licensees shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Commercial Common Areas and Facilities and the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same subject to the provisions of the Deed of Mutual Covenant, the rights of the Manager and the House Rules.

15. Every Owner with the exclusive right and privilege to hold, use, occupy and enjoy any Car Parking Space or Motor Cycle Parking Space shall have the full right and liberty (in common with the Manager and others having like rights) to go pass and repass over and along and to use the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same subject to the provisions of the Deed of Mutual Covenant, the rights of the Manager and the House Rules.

16. The Company (as defined in the Deed of Mutual Covenant) shall for as long as it remains the beneficial owner of any Undivided Share (as defined in the Deed of Mutual Covenant) have the right at any time or times and from time to time as it shall deem fit to exercise all or any of the following rights:-

    Subject to the prior written approval by a resolution of Owners at an Owners' meeting convened under the Deed of Mutual Covenant, the right to affix, maintain, alter, renew and remove any one or more signs, masts, aerials, antennae, satellite dish, cables, telecommunication system, lightning conductors, lighting, chimneys, flues, pipes or any other structures, facilities and other fixtures of whatsoever kind on or within any part or parts of the Common Areas and Facilities PROVIDED ALWAYS THAT they shall not unreasonably affect or interfere with the use and enjoyment by other Owners and occupiers of the Units owned or occupied by them and they shall be for the common use and enjoyment of all the Owners entitled to use such Common Areas and Facilities and any consideration received therefor shall be credited to the Special Fund (as defined in the Deed of Mutual Covenant) for the benefit of all the Owners and the right to enter into and upon any part of the Development (save and except those parts of the Development the sole and exclusive right to the use enjoyment and occupation of which have been assigned or otherwise disposed of to an Owner) with or without workmen and equipment at all reasonable times on giving prior written notice (save in case of emergency) for any or all of the purposes aforesaid.

17. The Owners hereby jointly and severally and irrevocably APPOINT the Company as their attorney and grant unto the Company the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as their act and deed deliver such deed or deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the Company's rights stated in paragraph 16 above and the Owners hereby further jointly and severally undertake to do all acts deeds matters and things and to execute sign seal and deliver such deeds and to sign such documents or instruments as may be necessary to give effect to the abovementioned appointment and grant and to ratify and confirm all that the Company as such attorney shall lawfully do or cause to be done by virtue thereof and that the power of attorney hereby given shall bind the executor(s) and the administrator(s) and the successor(s) and assign(s) of such Owners and shall not be revoked by the death incapacity bankruptcy or winding-up (as the case may be) of any of such Owners.

18. Subject to the provisions of the Deed of Mutual Covenant, the management of the Lot and the Development shall be undertaken by the Manager and each Owner hereby irrevocably appoints the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of the Deed of Mutual Covenant and to enforce and carry into effect all provisions of the Deed of Mutual Covenant subject to the provisions of the Building Management Ordinance (Cap. 344, Laws of Hong Kong).

19. In addition to the other powers expressly provided in the Deed of Mutual Covenant, the Manager shall, subject to the provisions of the Building Management Ordinance (Cap. 344, Laws of Hong Kong), have authority in accordance with the provisions of the Deed of Mutual Covenant to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Development and the management thereof including in particular but without in any way limiting the generality of the foregoing the acts and things set out in the following:-

    (a) Unless otherwise directed by the Owners' Corporation (as defined in the Deed of Mutual Covenant), to insure and keep insured the Common Areas and Facilities and the Owners for the time being thereof and the Manager as comprehensively as reasonably possible against loss or damage by fire or such other perils as the Manager shall reasonably deem fit, occupiers' liability, public liability and liability as employer of the employees of the Manager employed within or exclusively in connection with the management of the Lot and the Development with some reputable insurance company or companies in the name of the Manager for and on behalf of the Owners for the time being of the Lot and the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force and, without limiting the generality of the foregoing, if the Manager considers so desirable, to procure master insurance for the Development as a whole including those areas which are not the Common Areas and Facilities and to pay all premia required to keep such insurance policies in force;

    (b) To arrange for refuse collection and disposal from the Common Areas and Facilities and from areas designated as refuse collection points in the Development;

    (c) To keep in good order and repair the lighting of the Common Areas and Facilities;

    (d) To keep the Common Areas and Facilities in a clean and sanitary state and condition;

    (e) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the External Walls (excluding the Advertising Spaces (as defined in the Deed of Mutual Covenant)), elevations and facade, including windows and window frames, situated in the Common Areas and Facilities and to erect scaffolding and other equipment necessary for repairing and maintaining the plumbing facilities, the External Walls and windows of the Development;

    (f) To choose from time to time the colour and type of facade of the Development (excluding the Advertising Spaces), including that of the Residential Units or the Commercial Units;

    (g) To keep all the sewers, drains, watercourses and pipes forming part of the Common Areas and Facilities free and clear from obstructions;

    (h) To keep all the Common Areas and Facilities in good condition and working order and to extend or improve existing facilities or provide facilities as the Manager shall at its reasonable discretion deem necessary or desirable (provided that any improvement or provision of facilities or services which involves expenditure in excess of 10% of the current annual management budget shall require the prior approval by a resolution of Owners at an Owners' meeting convened under the Deed of Mutual Covenant) and to keep the fire fighting equipment in accordance with any laws and regulations applicable thereto and the Government Lease and whenever it shall be necessary or convenient so to do at the Manager's discretion to enter into contracts with third parties for the maintenance of any such facilities;

    (i) To paint, white-wash, tile or otherwise treat as may be appropriate the exterior of the Development (other than the Advertising Spaces) and the Common Areas and Facilities at such intervals as the same may reasonably require to be done;

    (j) To replace any glass in the Common Areas and Facilities that may be broken;

    (k) To keep the Common Areas and Facilities well lighted and in a tidy condition;

    (l) To keep in good order and repair the ventilation of the enclosed part or parts of the Common Areas and Facilities;

    (m) To prevent unauthorised obstruction of the Common Areas and Facilities and to remove and impound any structure article or thing causing the obstruction;

    (n) To make suitable arrangements for the supply of fresh and flushing water, gas and electricity and any other utility or service to or for the Development or any part thereof;

    (o) To provide and maintain as the Manager deems reasonably necessary security force, watchmen, porters, caretakers, closed circuit T.V. system and burglar alarms and other security measures in the Lot and the Development at all times;

    (p) To maintain and operate or contract for the maintenance and operation of the communal radio or television aerials, or cable television system (if any) which serve the Development;

    (q) To prevent any person detrimentally altering or injuring any part or parts of the Development or any of the Common Areas and Facilities thereof;

    (r) To prevent any person from overloading any of the electrical installations and circuits or any of the mains or wiring in the Development;

    (s) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the management of the Lot and the Development as a whole or the Common Areas and Facilities with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;

    (t) Subject to the prior written approval of the Owners' Committee (as defined in the Deed of Mutual Covenant) (if any) or the Owners' Corporation (when formed) to grant rights of way or access or use at any level to the owners or occupiers of any other premises adjoining the Lot or to such person and persons and upon such terms and conditions as the Manager may think fit in respect of the Common Areas and Facilities and on behalf of the Owners to obtain a grant of similar rights in respect of such adjoining premises PROVIDED THAT the grant of right of way, access or use as mentioned in this

Clause shall not affect the Owners' and occupiers' enjoyment of their respective Units of the Development and PROVIDED FURTHER THAT such grant of right of way or access or use shall not contravene the terms and conditions of the Government Lease; any benefit arising therefrom shall accrue to the Owners; and the charges collected in this respect shall be paid into the Special Fund;

(u) Subject to the prior written approval of the Owners' Committee (if any) or the Owners' Corporation (when formed) to grant easements and rights of any other kind over the Common Areas and Facilities to the owners and occupiers of adjoining properties to construct, lay, maintain, remove and renew drains, pipes, cables, irrigation pipes, and other installations, fittings, chambers, and other equipment and structures within the Lot which the Manager shall in its reasonable discretion deem appropriate and on behalf of the Owners to obtain a grant of similar easements and rights from owners or managers of neighbouring land PROVIDED THAT the Owners' and occupiers' occupation and enjoyment of their respective Units of the Development will not be affected and their access to and from the Development will also not be impeded or restricted by the grant of easements or rights as mentioned in this Clause AND PROVIDED FURTHER THAT any benefit arising therefrom shall accrue to the Owners; and the charges collected in this respect shall be paid into the Special Fund;

(v) Subject to the prior written approval of the Owners' Committee (if any) or the Owners' Corporation (when formed) to grant franchises, leases, tenancy agreements and licences to other persons to use such of the Common Areas and Facilities and on such terms and conditions and for such consideration as the Manager shall reasonably think fit PROVIDED THAT such use shall not be in breach of the Government Lease and all income arising therefrom shall form part of the management funds and be dealt with in accordance with the provisions of the Deed of Mutual Covenant;

(w) To provide such Christmas, Chinese New Year and other festive decorations and to organize such festive celebrations or activities for the Development as the Manager shall in its reasonable discretion consider desirable;

(x) To do all things which the Manager shall in its discretion deem necessary or desirable for the purposes of maintaining and improving all facilities and services in or on the Development for the better enjoyment or use of the Development by its Owners occupiers and their licensees provided that any improvement to facilities or services which involves expenditure in excess of 10% of the current annual management budget shall be subject to the prior approval by a resolution of Owners at an Owners' meeting convened under the Deed of Mutual Covenant;

(y) Subject to the prior approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if any), to make rules and regulations governing the use of the Club House including but not limited to the fixing of fees and charges for admittance and use of the facilities in the Club House from time to time and to collect such fees and charges from the permitted users of the facilities; and to let, hire, lease or licence all or any part of the Club House to any person for the purpose of operating the same for such period and on such conditions as the Manager shall in its discretion think fit provided that notwithstanding the Manager's delegation to any person to operate the Club House, the Manager shall not assign or transfer any of his duties or obligations under the Deed of Mutual Covenant and shall at all times be responsible for the management and control of the Club House and the whole Development, Provided that all income deriving therefrom shall become part of the management funds and shall not be used other than for the purpose of the maintenance, operation, repair and improvement of the Club House and the facilities therein and that any deficit in the operation of the Club House or any part thereof shall be charged to the management funds;

(z) If the Manager thinks so desirable, to provide appropriate and sufficient waste separation and recovery facilities including, but not limited to, waste separation bins at such locations within the Common Areas and Facilities as he may consider suitable and convenient to facilitate waste separation and recovery by the Owners and occupiers of the Development. In such event, the Manager shall ensure that the recovery facilities shall consist of material that will not cause any fire hazard and shall be placed in locations so as not to cause obstruction to any fire escape route, and that recyclable materials recovered from the facilities or through the regular cleansing process shall be properly collected, stored, and sent for recycling. The Manager shall also maintain the facilities so provided in an environmentally acceptable and hygienic manner to avoid creating nuisance to the Owners and occupiers of the Development;

(aa) To engage qualified personnel to inspect or carry out a structural survey of the Development or any part thereof including the drains and channels within or outside the Lot serving the Development as and when the Manager deems necessary or desirable;

(bb) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Lease;

(cc) To enter into contracts for the installation or use of aerial broadcast distribution or telecommunications network facilities and contracts for the provision of broadcast distribution network or telecommunications network services for the Development PROVIDED THAT areas for the installation or use of aerial broadcast distribution or telecommunications network facilities shall form part of the Common Areas and Facilities and such contracts to be entered into by the Manager shall be subject to the following conditions :-

(i) the term of the contract will not exceed 3 years;

(ii) the right to be granted under the contract must be non-exclusive and must provide for sharing the use of the facilities and network with other service providers; and

(iii) no Owner is required to make any payment in any form attributable to the installation or provision of the facilities or services, unless he is a subscriber to the relevant service;

(dd) To control, operate and maintain the Green and Innovative Features (as defined in the Deed of Mutual Covenant) forming part of the Common Areas and Facilities;

(ee) To remove and impound, any vehicle parked anywhere on the Common Areas and Facilities not so designated for parking or which shall cause an obstruction or the Owner of which has defaulted in paying parking fees (if any) and any damage caused to such vehicles during or as a consequence of such removal shall be the sole responsibility of the owner thereof;

(ff) From time to time, subject to the approval of the Owners' Committee (only after it has been formed) or the Owners' Corporation (if any), to make, revoke and amend rules and regulations governing the supply and use of fresh and sea water to all parts of the Development, the payment and recovery of charges for installation, disconnection, reconnection and readings of meters, damage to meters and default interest to a like extent as are from time to time made by the Government. Such rules and regulations and any amendments thereto must not be inconsistent with or contravene the Deed of Mutual Covenant, the Building Management Ordinance (Cap 344, Laws of Hong Kong) or the Government Lease;

(gg) To manage, repair, upkeep, maintain and to keep well lighted the Common Areas and Facilities and to manage and maintain such other areas or drains and channels whether within or outside the Lot that are required to be maintained under the Government Lease;

(hh) Subject to the approval of the Owners' Committee (if any) or Owners' Corporation (when formed) to charge a prescribed fee for entry into and/or use of the Recreational Areas and Facilities or any part thereof provided that all such prescribed fees collected shall form part of the management fund to be utilised towards the management, maintenance and repair of the Residential Common Areas and Facilities; and

(ii) To landscape and plant the Lot with trees and shrubs.

20. The Manager shall have power to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into all parts of the Development including all parts of any Unit for the purposes of effecting necessary repair, replacement and maintenance to any part or parts of the Development or the Common Areas and Facilities or abating any hazard or nuisance which does or may affect the Common Areas and Facilities or other Owners PROVIDED that the Manager shall cause as little disturbance as possible and shall forthwith make good and repair any damage caused thereby at his own costs and expense and shall be liable for negligent, wilful or criminal acts of the Manager, its staff, contractors or workmen in the course of exercising the aforesaid rights.

21. Subject to the provisions of the Building Management Ordinance (Cap. 344, Laws of Hong Kong), the Common Areas and Facilities shall be under the exclusive control of the Manager who is appointed by the Deed of Mutual Covenant to act as agent for and on behalf of all Owners duly authorised in accordance with the provisions of the Deed of Mutual Covenant in respect of any matter concerning the Common Areas and Facilities.

22. Subject to the approval of the Owners' Committee (if any) or the Owners' Corporation (when formed), the Manager shall have power from time to time to make, revoke and amend House Rules regulating the use, occupation, maintenance and environmental control of the Lot and the Development, the Common Areas and Facilities, protection of the environment of the Development and implementation of waste reduction and recycling measures with reference to guidelines on property management issued from time to time by the Director of Environmental Protection.

23. Unless otherwise provided in the Deed of Mutual Covenant, the Manager, its servants, employees, agents or contractors shall not be liable to the

Owners or any of them or to any person or persons whomsoever whether claiming through, under or in trust for any Owner or otherwise, for or in respect of any act, deed, matter or thing done or omitted in pursuance or purported pursuance of the provisions of the Deed of Mutual Covenant not being an act or omission involving criminal liability, dishonesty or negligence (and nothing in the Deed of Mutual Covenant shall be construed as requiring any Owner to indemnify the Manager or his servants, employees, agents or contractors from and against any action, claim, etc. arising out of any such act or omission). Without in any way limiting the generality of the foregoing, the Manager, its servants, employees, agents or contractors shall not be held liable for any damage, loss or injury caused by or in any way arising out of (a) any defect in or failure or breakdown of any of the Common Areas and Facilities, or (b) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Development, or (c) fire or flooding or the overflow or leakage of water or any effluent from anywhere whether within or outside the Development, or (d) the activity of termites, cockroaches, rats, mice or other pests or vermin, or (e) theft, burglary , robbery or crime within the Development, UNLESS such damage, loss or injury was caused by an act or omission of the Manager, its servants, employees, agents or contractors involving criminal liability or dishonesty or negligence and PROVIDED THAT the management contribution or any other charges payable under the Deed of Mutual Covenant or any part thereof shall not be abated or cease to be payable on account thereof.

24. Each Owner shall be responsible for and shall indemnify the Manager and the other Owners and occupiers against the acts and omissions of all persons occupying any Unit of which he has the exclusive use with his consent, express or implied, and to pay all costs, charges and expenses incurred in repairing or making good any loss or damage to the Development or any part or parts thereof or any of the Common Areas and Facilities therein or thereon caused by the act, neglect or default of all such persons. In the case of loss or damage which the Manager is empowered by the Deed of Mutual Covenant to make good or repair, such costs, charges and expenses shall be recoverable by the Manager and in the case of loss or damage suffered by other Owners or occupiers for which the Manager is not empowered by the Deed of Mutual Covenant or for which the Manager has in its reasonable discretion elected not to repair or make good, such costs, charges and expenses together with all other damages recoverable by law shall be recoverable by the person or persons sustaining the loss or damage.

25. The Manager shall on behalf of and at the cost and expense of the Owners inspect, maintain and carry out all necessary works for the Common Areas and Facilities including those part or parts of the Works and Installations forming part of the Common Areas and Facilities.

26. The Owner of each Undivided Share together with the full and exclusive right to hold use occupy and enjoy any part of the Development shall have full right and liberty for the Owner for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to go pass or repass over and along and to use or to receive the benefit of the Estate Common Areas and Facilities; and the Residential Common Areas and Facilities (if his Unit forms part of the Residential Accommodation), or the Commercial Common Areas and Facilities (if his Unit forms part of the Commercial Areas) or the Car Park Common Areas and Facilities (if his Unit forms part of the Car Parking Areas) for all purposes connected with the proper use and enjoyment of his unit SUBJECT TO the provisions of the Government Lease, the Deed of Mutual Covenant, the House Rules and the rights of the Manager and of the Company as provided in the Deed of Mutual Covenant.

27. In addition to the rights and privileges in paragraph 26 above (but subject to the provisions of the Government Lease, the Deed of Mutual Covenant, the House Rules and the rights of the Manager and the Company provided in the Deed of Mutual Covenant and subject to payment of the prescribed fees (if any)), the Owner of each Residential Unit, his tenants, servants, agents, lawful occupants and their bona fide visitors shall have the full right and liberty (in common with all persons having the like right) to go pass or repass over and along and to use the Recreational Areas and Facilities for the purposes for which they are designed PROVIDED THAT in exercising such rights of use no such Owner shall interfere with or permit or suffer to be interfered with the general amenities, equipment or services provided and that each such Owner shall comply with the rules (if any) made by the Manager in respect thereof, the House Rules and other regulations (if any) from time to time in force in respect of the same AND PROVIDED FURTHER THAT the Owners of the Commercial Areas shall have no right to use the Recreational Areas and Facilities.

28. No Owner (including the Company) shall have the right to convert any part of the Common Areas and Facilities to his own use or for his own benefit unless the prior approval of the Owners' Committee has been obtained. Any payment received for the approval shall be credited to the relevant Special Fund.

29. No Owner (including the Company) shall have the right to convert or designate any part of his Unit as Common Areas and Facilities unless the approval by a resolution of Owners at an Owners' meeting duly convened under the Deed of Mutual Covenant has been obtained. No Owner (including the Company) shall have and the Manager shall not have the right to re-convert or re-designate the Common Areas and Facilities to his or its own use or benefit.

30. No Owner shall do or suffer or permit to be done any act or thing to obstruct the Common Areas and Facilities or any part thereof. Without prejudice to the generality of the foregoing, no Owner shall place or left any refuse, matter or thing on the Common Areas and Facilities or any part thereof.

31. No Owner shall do, cause or suffer or permit to be done any act or thing in his Unit or in any area of the Development which may be or become a nuisance or annoyance to or cause damage to any other Owners or occupiers of the Development.

32. No Owner shall make any structural alteration to any part of the Development owned by him (including but not limited to the External Walls, structure or facade of the Unit owned by him or any installation or fixture therein) which may interfere with or affect the right of other Owners or damage or affect or interfere with the use and enjoyment of any other part or parts of the Development whether in separate or common occupation (in particular the supply of water, electricity, gas or other utilities).

33. No Owner shall use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Lot, which is not for his exclusive use and benefit.

34. No Owner shall do or permit or suffer to be done any act or thing in his Unit whereby any access for fire exits will be blocked.

35. No Owner shall do or permit or suffer to be done any act or thing in his Unit whereby any window thereof will be wholly or partially blocked or the passage of light or air to such Unit will be obstructed in any way.

36. No Owner shall cut, maim, alter, affix, interfere with or in any other way affect any pipes, valves, ducts, lightning conductors, communal television and radio aerial system, and/or cable television system (if any), fixtures or any other installation within any portion of the roofs or flat-roofs or external surfaces of the Development as part of the Common Areas and Facilities.

37. No Owner shall install or permit or suffer to be installed any air-conditioner or ancillary parts thereof at any place of the Development (whether inside or outside his Unit) other than at places which are designated for such purpose and the Owner shall take all possible measures to prevent excessive noise, condensation or dripping on or to any part of the Lot or the Development. Each Owner shall also at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition. No Owner shall use or permit or suffer the air-conditioning platforms of his Unit to be used for any purpose other than for the placing or installation of air-conditioning units.

38. Subject to the rights granted to or vested in the Company by the Deed of Mutual Covenant, no Owner shall erect, install or otherwise affix or permit or suffer to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Unit or any part of the Development or be projected from the Development or any part thereof without the written prior approval of the Manager who may in its discretion impose conditions and requirements under which its approval is granted.

39. No Owner shall hang or permit or suffer to be hung any clothing or laundry in the Common Areas and Facilities or any part thereof.

40. No Owner shall keep, hang or exhibit or permit or suffer to be kept, hung or exhibited any washing, cloth, clothing or any unsightly objects or store or permit or suffer to be stored any utensils or other articles upon the flat roofs, roofs, External Walls, Balconies, Utility platforms, flower beds, entrance halls of the Development or any other areas which in the opinion of the Manager may or shall become undesirable or constitute a nuisance to other Owners or occupiers of the Development and the Manager shall have the right to remove such utensils and/or articles without notice at the cost of the offending Owner.

41. No Owner shall erect or build or permit of suffer to be erected or built on or upon the roof, flat roof, Balcony, Utility Platform or flower bed forming part of his Unit any structure whatsoever either of a permanent or temporary nature. The Manager shall have the right to enter into a Unit and remove the structures, the erection or installation of which is in contravention of this provision at the cost of the offending Owner.

42. No Owner shall do or suffer or permit to be done any act whereby the flush or drainage system of the Development may be clogged or efficient working thereof may be impaired.

43. No Owner shall use or permit or suffer any water closet and other water apparatus installed in the Development (whether within his Unit or not) to be used for any purpose other than for the purpose for which they were constructed nor shall any sweeping, rubbish, rags or any other articles be thrown into the same. The Owner or occupier who breaches this Clause shall be responsible for the damage arising or resulting therefrom.

44. No bird, animal, dog, cat or pet shall be kept or harboured in any part of the Development if any of such bird, animal, dog, cat or pet is in the opinion of the Manager (which is final and conclusive), may or will cause nuisance, disturbance or annoyance to other Owners or occupiers of the Development. In any event no dog shall be kept or harboured in the Common Areas and Facilities unless such dog is on a leash.

45. No Owner shall allow children to play in the Common Areas and Facilities (except such parts of the Recreational Areas and Facilities which are designed for children) and any damage to or discolouration to decorations in such areas and facilities by children shall be paid for by the Owner or occupiers of the Unit in which the child or children concerned reside.

46. No Owner shall paint the outside of the Development including any part of the External Walls of his Unit, or do or permit or suffer to be done any act or thing which may or will alter the facade or external appearance of the Development without the prior written approval of the Manager.

47. No Owner shall use or permit or suffer any bicycle, baby carriage or similar vehicle to be used in the Common Areas and Facilities which will interfere with the rights, comforts and convenience of other Owners or occupiers of the Development.

48. Upon execution of the Deed of Mutual Covenant, the whole of the Undivided Shares allocated to the Common Areas and Facilities under the Deed of Mutual Covenant together with the right to hold, use, occupy and enjoy the Common Areas and Facilities shall be assigned to and vested in the Manager free of costs or consideration as trustee for the benefit of all the Owners or the respective Owners (as the case may be) for the time being subject to and with the benefit of the Government Lease and the Deed of Mutual Covenant. In the event the Manager shall resign or be dismissed or wound up or a receiving order made against it and another manager be appointed in its stead in accordance with the Deed of Mutual Covenant, then the Manager or the liquidator or the receiver (as the case may be) shall assign free of costs or consideration such Undivided Shares to the new manager upon the same trust PROVIDED THAT if an Owners' Corporation is formed under the Building Management Ordinance (Cap.344, Laws of Hong Kong) the Manager for the time being or its liquidator or receiver (as the case may be) shall assign such Undivided Shares and transfer the management responsibility to it free of costs or consideration if so required by the Owners' Corporation, in which event, the Owners' Corporation must hold such Undivided Shares on trust for the benefit of all the Owners.

B. NUMBER OF UNDIVIDED SHARES ASSIGNED TO EACH RESIDENTIAL PROPERTY IN THE DEVELOPMENT

	No. of Undivided Shares assigned to each Unit
Flat A on 5/F with Balcony, Air-Conditioning Platform, Bay Window and Flat Roof	44
Flat B on 5/F with Balcony and Bay Window	21
Flat C on 5/F with Balcony, Air-Conditioning Platform, Bay Window and Flat Roof	35
Flat D on 5/F with Air-Conditioning Platform, Bay Window and Flat Roof	31
Flats A on 6/F to 19/F (14/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	42
Flat B on 6/F to 19/F (14/F omitted), each with Balcony and Bay Window	21
Flat C on 6/F to 19/F (14/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	34
Flat D on 6/F to 19/F (14/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	32
Flat A on 20/F to 29/F (24/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	42
Flat B on 20/F to 29/F (24/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	54
Flat C on 20/F to 29/F (24/F omitted), each with Balcony, Utility Platform, Air-Conditioning Platform and Bay Window	32
Flat A on 30/F with Air-Conditioning Platform, Bay Window and Flat Roof	84

C. TERM OF YEARS FOR WHICH THE MANAGER OF THE DEVELOPMENT IS APPOINTED

1. Subject to the provisions of the Building Management Ordinance (Cap. 344, Laws of Hong Kong), the initial period of management (as defined in the Deed of Mutual Covenant) of the Lot and the Development and the Common Areas and Facilities therein by the first Manager must not exceed two years from the date of appointment.

2. No resignation of the Manager shall take effect unless he has previously given not less than 3 months' notice in writing of his intention to resign (a) by sending such a notice to the Owners' Committee; or (b) where there is no Owners' Committee, by giving such a notice to each of the Owners and by displaying such a notice in a prominent place in the Development.

3. Prior to the formation of the Owners' Corporation, the Owners' Committee may at any time terminate the Manager's appointment without compensation by a resolution passed by a majority of votes of Owners voting either personally or by proxy in an Owners' meeting and supported by Owners of not less than 50% of the Undivided Shares in aggregate (excluding the Undivided Shares allocated to the Common Areas and Facilities) and by giving the Manager 3 months' notice in writing.

4. Where there is an Owners' Corporation, the Owners' Corporation may at a general meeting convened for the purpose terminate by notice the appointment of the Manager without compensation by a resolution passed by a majority of the votes of the Owners voting either personally or by proxy and supported by the Owners of not less than 50% of the Undivided Shares in aggregate.

D. BASIS ON WHICH THE MANAGEMENT EXPENSES ARE SHARED AMONG THE OWNERS OF THE RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

1. The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed) except the first budget which shall cover the period from the date of the Deed of Mutual Covenant until the following 31st day of December. The annual budget shall be in two parts :-
   (a) The first part shall cover all expenditure which in the opinion of the Manager is to be expended for the benefit of all Owners or required for the proper management of the Development and the Estate Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the matters as set out in Clause 33(a)(i) to (xiv) of the Deed of Mutual Covenant.
   (b) The second part shall cover expenditure which in the opinion of the Manager is specifically referable to different specific parts of the

Development and shall be divided into three sections :-

(i) the first section shall cover all expenditure which in the opinion of the Manager is specifically referable to the Residential Common Areas and Facilities (including such part or parts of the Green and Innovative Features forming part thereof) providing service to Owners of Residential Units including (without in any way limiting the generality of the foregoing) the charges for the supply of flushing water, the operation, maintenance, repair, cleansing, lighting and security of their entrance lobbies and lift halls in the Residential Accommodation and such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces and removal and disposal of rubbish as the Manager shall consider fair and reasonable and such expenditure shall be borne by the Owners of the Residential Units in the manner as provided in Clause 36(c) of the Deed of Mutual Covenant;

(ii) the second section shall cover all expenditure which in the opinion of the Manager is specifically referable to the Commercial Common Areas and Facilities (including such part or parts of the Green and Innovative Features forming part thereof) including (without in any way limiting the generality of the foregoing) such proportionate part of the general expenditure for cost of staff, caretakers, watchmen and security forces and removal and disposal of rubbish as the Manager shall consider fair and reasonable and such expenditure shall be borne by the Owners of the Commercial Units in the manner as provided in Clause 36(d) of the Deed of Mutual Covenant;

(iii) The third section shall cover all expenditure which in the opinion of the Manager is specifically referable to the Car Park Common Areas and Facilities (including such part or parts of the Green and Innovative Features forming part thereof) including (without in any way limiting the generality of the foregoing) in such expenditure such proportionate part of the general expenditure for cost of staff, watchmen, caretakers and security forces, the charges for the supply of electricity, flushing water and lighting and the removal and disposal of rubbish as the Manager shall consider fair and reasonable and such expenditure shall be borne by the Owners of the Car Parking Spaces and the Owners of the Motor Cycle Parking Spaces in the manner as provided in Clause 36(e) of the Deed of Mutual Covenant;

PROVIDED THAT expenditure of a capital and/or improvement nature for the improvement of the Development and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund mentioned in Clause 35 of the Deed of Mutual Covenant when the same is established AND THAT the annual budget shall also set out an estimate as to the time of any likely need to draw in the Special Fund and the amount of money that will then be needed.

2. Each Owner of the Residential Units shall pay for every Management Share (as defined in the Deed of Mutual Covenant) allocated to any Residential Unit of which he is the Owner a fraction of the total amount assessed under the first part of the adopted annual budget in which the numerator shall be one and the denominator is equal to the total number of Management Shares in the Development.

3. Each Owner of the Residential Units in addition to the amount payable under paragraph 2 above shall in respect of each Management Share allocated to a Residential Unit of which he is the Owner pay a fraction of the total amount assessed under the first section of the second part of the adopted annual budget in which the numerator shall be one and the denominator is equal to the total number of Management Shares allocated to all the Residential Units.

4. There shall be established and maintained and held by the Manager as trustee for and on behalf of all the Owners a Special Fund towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Estate Common Areas and Facilities and the costs of the relevant investigation works and professional services and such fund shall not be refundable or transferable.

5. There shall be established and maintained and held by the Manager as trustee for and on behalf of the Owners of the Residential Units a Special Fund towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes, but is not limited to, expenses for the renovation, improvement and repair of the Residential Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Residential Common Areas and Facilities and the costs of the relevant investigation works and professional services and such fund shall not be refundable or transferable.

6. Each Owner covenants with the other Owners to make further periodic contributions to the relevant Special Fund(s) in respect of the Estate Common Areas and Facilities and in respect of the Residential Unit and/or the Commercial Unit and/or Car Parking Space and/or Motor Cycle Parking Spaces of which he is the Owner (as the case may be). The amount to be contributed in each financial year and the time when those contributions shall be payable shall be determined by a resolution passed at a meeting of the Owners duly convened in accordance with the provisions of the Deed of Mutual Covenant.

7. If there is an Owners' Corporation, the Owners' Corporation shall determine, by a resolution of the Owners, the amount to be contributed to the Special Fund(s) by the Owners in any financial year, and the time when those contributions shall be payable

E. BASIS ON WHICH THE MANAGEMENT FEE DEPOSIT IS FIXED

1. Subject to Clause 49 of the Deed of Mutual Covenant, except where the Company has paid the management fee deposit in respect of any Units in the manner provided in the Deed of Mutual Covenant, each first Owner of the Residential Units shall before he is given possession of his part of the Development deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under the Deed of Mutual Covenant a sum equal to two (2) months' monthly management contribution payable in respect of each Undivided Share allocated to the Residential Unit of which he is the Owner which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under the Deed of Mutual Covenant.

2. Except where the Company has made payments in accordance with Clause 35(m), of the Deed of Mutual Covenant as an initial contribution to the relevant Special Fund(s) in respect of any Units, each first Owner of his part of the Development shall before he is given possession of his part of the Development pay to the Manager for such relevant Special Fund(s) an amount equivalent to 2/12 of the first year's budgeted Management Expenses (as defined in the Deed of Mutual Covenant) payable in respect of his Unit.

3. Except where the Company has paid the debris removal fee in respect of any Residential Units in the manner provided in the Deed of Mutual Covenant, each Owner being the first Owner of a Residential Unit shall before he is given possession of his Residential Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than one (1) month's monthly management contribution payable in respect of his part of the Development in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Residential Unit. Any portion of such debris removal fees which has not been used for debris removal as aforesaid shall form part of the Special Fund for the Owners of the Residential Units.

F. AREA IN THE DEVELOPMENT RETAINED BY THE COMPANY FOR ITS OWN USE

There is no area in the Development which is retained by the Company for its own use as referred to in section 14(2)(f) of Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap 621, Laws of Hong Kong).

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

公契的摘要*

*就本公契的摘要而言，「發展項目」一詞擁有公契給予「建築物」一詞同樣的意義。

A. 發展項目的公用部分

根據公契：—

1. 「公用地方及設施」統指屋苑公用地方及設施、商業公用地方及設施、住宅公用地方及設施以及停車場公用地方及設施。

2. 「停車場公用地方及設施」指為不同泊車位（定義見公契）和電單車泊車位（定義見公契）的業主（定義見公契）、佔用人、被許可人或獲邀人士的共同使用及受惠而提供或安裝的該等公用部分，包括：
   (a) 整個停車區域（定義見公契），不包括(i)泊車位及(ii)被指定為屋苑公用地方及設施的一部分的該等區域；
   (b) 在圖則中（為方便識別）用褐色標示的該等發展項目區域；
   (c) 本定義(a)段所述的任何區域的所有玻璃、窗格、窗框、門、門框、百葉窗和百葉窗框；及
   (d) 本定義(a)段所述的任何區域的所有升降機及相關配件、固定裝置、設備、裝置、升降機井道及升降機井底坑。

3. 「商業公用地方及設施」指為不同商業單位（定義見公契）的業主、佔用人、被許可人或獲邀人士的共同使用及受惠而提供或安裝的該等公用部分，包括：
   (a) 在圖則中（為方便識別）用黃色標示的該等發展項目區域；及
   (b) 本定義(a)段所述的任何區域的所有潔具、玻璃、窗格、窗框、門、門框、百葉窗和百葉窗框。

4. 「公用部分」指擬為該地段或其任何部分的不同業主、佔用人、被許可人或獲邀人士的共同使用及受惠而設的所有(a)區域；(b)系統；(c)設備；(d)設施；(e)機械；(f)固定裝置；(g)配件；(h)管道；及(i)該地段的其他物件 （定義見公契）；或者《建築物管理條例》（香港法例第344章）第2條中「公用部分」定義所指的部分。

5. 「管道」包括污水渠、排水渠、喉管、電線、電纜、輸送管、豎管、簷溝、煙道、水槽、纖維和任何用於傳送或傳輸土壤、污水、水、氣、電、空氣、煙、光、信息或其他物質的媒介，以及相關的設備和構築物。

6. 「屋苑公用地方及設施」指及包括：
   (a) 在圖則中（為方便識別）用靛藍色標示的該等發展項目區域；
   (b) 按政府租契（定義見公契）中特別條件第(32)(a)條提供的該等發展項目上落客貨處；
   (c) 該等通道和迴避空間；
   (d) 整個外牆（組成任何單位、停車場公用地方及設施、住宅公用地方及設施或商業公用地方及設施一部分的該等部分除外）；
   (e) 發展項目的所有結構物或承重構件；
   (f) 發展項目的地基；
   (g) 殘疾人士泊車位（定義見公契）；
   (h) 供天線廣播分導或電訊網絡設施安裝或使用的該等區域；
   (i) 為不同單位的業主、佔用人、被許可人或獲邀人士的共同使用及受惠而提供或安裝的該等公用部分；及
   (j) 不屬於商業公用地方及設施、住宅公用地方及設施或停車場公用地方及設施一部分的該等公用部分。

7. 「外牆」指發展項目或其任何部分的面牆和外牆，包括但不限於外部飾面、骨架外牆、建築特色和格柵。

8. 「圖則」指附錄於公契的圖則。

9. 「住宅公用地方及設施」指為不同住宅單位（定義見公契）的業主、佔用人、被許可人或獲邀人士的共同使用及受惠提供及安裝的該等公用部分，包括：
   (a) 在圖則中（為方便識別）用綠色、綠色加黑色斜線和綠色並加黑點標示的該等發展項目區域；
   (b) 本定義(a)段所述的任何區域的所有玻璃、窗格、窗框、門、門框、百葉窗、百葉窗框、升降機大堂、大堂入口和接待前台；
   (c) 圖則的東南立面圖和西南立面圖中（為方便識別）用綠色標示的該等外牆部分；
   (d) 發展項目第三層或之上而非組成任何住宅單位一部分的該等發展項目外牆部分；
   (e) 位於本定義(a)段所述的任何區域的所有升降機及相關配件、固定裝置、設備、裝置、升降機井道及升降機井底坑；
   (f) 第三層或之上而非組成任何住宅單位一部分的任何平台或天台部分；
   (g) 在圖則上用綠色標示的所有機房（包括升降機機房、水錶房、電錶房和喉管）；
   (h) 與組成住宅單位的工作平台、空調機平台或平台一部分毗連的骨架外牆；
   (i) 擴闊走廊及升降機大堂；及
   (j) 康樂地方及設施。

10. 「擴闊走廊及升降機大堂」指在圖則中（為方便識別）分別用綠色加黑色斜線和綠色並加黑點標示的發展項目內的擴闊走廊及升降機大堂。

11. 「康樂地方及設施」指及包括會所（定義見公契）和作康樂用途的地方及設施，及其他供住宅單位住戶及其真正訪客享用與使用的園景美化地方、開放式有蓋園景平台、花槽、兒童遊樂場地、健身室及其他康樂地方及設施。

12. 在公契條文、管理人（定義見公契）權利和屋苑規則（定義見公契）的規限下，各業主及其租戶、受僱人、代理人、獲邀人士及被許可人應具有（與管理人及擁有類似權利的其他人士同樣的）充分權利及自由，為了有關妥為使用與享用屋苑公用地方及設施的一切目的，通行往返及使用屋苑公用地方及設施。

13. 在公契條文、管理人權利和屋苑規則的規限下，具有持有、使用、佔用與享用任何住宅單位的獨有權利與特權的各業主、及其租戶、受僱人、代理人、獲邀人士及被許可人，應具有（與管理人及擁有類似權利的其他人士同樣的）充分權利及自由，為了有關妥為使用與享用住宅公用地方及設施及停車場公用地方及設施的一切目的，通行往返及使用住宅公用地方及設施和停車場公用地方及設施。

14. 在公契條文、管理人權利和屋苑規則的規限下，具有持有、使用、佔用與享用任何商業單位的獨有權利與特權的各業主、及其租戶、受僱人、代理人、獲邀人士及被許可人，應具有（與管理人及擁有類似權利的其他人士同樣的）充分權利及自由，為了有關妥為使用與享用商業公用地方及設施及停車場公用地方及設施的一切目的，通行往返及使用商業公用地方及設施和停車場公用地方及設施。

15. 在公契條文、管理人權利和屋苑規則的規限下，具有持有、使用、佔用與享用任何泊車位或電單車泊車位的獨有權利與特權的各業主，應具有（與管理人及擁有類似權利的其他人士同樣的）充分權利及自由，為了有關妥為使用與享用停車場公用地方及設施的一切目的，通行往返及使用停車場公用地方及設施。

16. 該公司（定義見公契）只要仍為任何不分割份數（定義見公契）之實益擁有人，則有權在任何時候及不時在其認為適當的時候行使全部或任何下列權利：

    經根據公契召開的業主會議上業主決議的事先書面批准後，有權裝固、保養、改裝、翻新和拆除公用地方及設施的任何一個或多個部分之上或之內的任何一個或多個標誌、天線桿、天線、天線系統、碟形衛星天線、電纜、電訊系統、避雷裝置、照明、煙囪、煙道、管道或任何類型的任何其他構築物、設施及其他不同類型的固定裝置；惟不得不合理地影響或干擾其他單位業主及佔用人使用與享用其擁有或佔用的單位，且須供有權使用該等公用地方及設施的所有業主共同使用與享用，而就此收取的任何代價須撥入特別基金（定義見公契）為使所有業主受益，以及在提前發出書面通知的情況下（緊急情況除外），有權為了任何或所有前述目的，攜同或不攜同工人及設備，在所有合理時間內進入發展項目的任何部分（使用、享用與佔用該等發展項目部分的唯一和獨有權利已被轉讓予或被另行處置而轉予業主的該等發展項目部分除外）。

17. 各業主特此共同、各別及不可撤銷地委任該公司為其受權人，並將充分權利、權力及權限授予該公司，藉以作出行使上文第16段所述明的該公司權利而可能需要的或附帶於有關權利的一切作為、行為、事務及事項，並簽立及簽署、蓋印及以其作為及行為方式交付所需契據，以及簽署所需文件或文書；各業主特此進一步共同及各別承諾，為令前述委任及批授有效，並追認及確認該公司作為有關受權人據該等委任及批授而合法作出或促使作出之所有事項，作出一切可能需要的作為、行為、事務及事項，以及簽立、簽署、蓋印及交付可能需要的契據及簽署可能需要的文件或文書，且藉本公契授予之授權書須對該等業主之遺囑執行人、遺產管理人、繼承人及受讓人具約束

力，不得因任何該等業主之死亡、喪失能力、破產或清盤（視情況而定）而被撤銷。

18. 在公契條文的規限下，該地段及發展項目的管理須由管理人負責，各業主特此不可撤銷地委任管理人為所有業主之代理人，處理涉及公用地方及設施且按照公契條文妥為授權之任何事宜，以在《建築物管理條例》（香港法例第344章）條文的規限下，執行公契的所有條文並令其生效。

19. 除公契明確規定的其他權力外，在《建築物管理條例》（香港法例第344章）條文的規限下，管理人按照公契的條文有權作出為或有關該地段和發展項目以及其管理而言屬必要或合宜之一切行為及事情，在不以任何方式限制上文的一般性的原則下，尤其包括下列行為及事情：-

(a) 除業主立案法團（定義見公契）另有指示外，就火災或管理人合理認為屬合適的其他風險引致的損失或損害、佔用人責任、公共責任、及作為管理人所屬僱員（該等僱員是管理人在管理該地段和發展項目的範圍內或者專門為管理該地段和發展項目而僱用的）之僱主的責任，透過有信譽的一間或多間保險公司，以管理人的名義為及代表該地段和發展項目當時的業主，按照他們各自的權益以及管理人認為適當的投保金額，為公用地方及設施、及其當時之業主和管理人自身，投購及維持在合理可能範圍內屬全面的保險，及支付所有必要的保費使保單保持有效；並且在不限制上文的一般性的原則下，如果管理人認為適宜，則為整個發展項目（包括不屬於公用地方及設施的該等區域）投購總保險，及支付所有必要的保費使該等保單保持有效；

(b) 安排自公用地方及設施以及發展項目指定為垃圾收集點之地方收集及清理垃圾；

(c) 保持公用地方及設施的照明設備完好和維修妥善；

(d) 保持公用地方及設施處於清潔及衛生狀態及狀況；

(e) 對位於公用地方及設施的外牆（不包括廣告空間（定義見公契））、立面和正面（包括窗戶和窗框）進行維修、保養、清潔、粉刷或另行適當處理或裝修，以及為維修和保養發展項目的水管設施、外牆和窗戶架設棚架和其他必要設備；

(f) 不時地選擇發展項目（包括住宅單位或商業單位）正面的顏色和類型（不包括廣告空間）；

(g) 保持組成公用地方及設施一部分之所有污水道、排水管、水道及水管暢通無阻；

(h) 保持所有公用地方及設施狀態良好及運作正常，擴建或改善現有設施或提供管理人合理酌情決定屬必要或合宜的設施（惟倘設施或服務的任何改善或提供費用超過當前年度管理預算的10%，須在根據公契召開的業主會議上獲得業主決議事先批准），以及根據適用於該等公用地方及設施的任何法律規章及政府租契設有消防設備，倘管理人酌情決定屬必要或適宜，與第三方就任何該等設施的保養簽訂合約；

(i) 按合理需要之相隔期間對發展項目外牆以及公用地方及設施進行進行掃漆、刷灰、鋪瓷磚或其他適當處理；

(j) 更換公用地方及設施可能破損之任何玻璃；

(k) 保持公用地方及設施照明良好和整潔乾淨；

(l) 保持公用地方及設施任何一個或多個封閉部分的通風設施完好和維修妥善；

(m) 防止公用地方及設施出現未經許可之阻塞，並清除及扣押引致阻塞之任何構築物、物品或物件；

(n) 就向或為發展項目或其任何部分供應淡水與鹹水、煤氣及電力以及任何其他公共設施或服務作出適當安排；

(o) 在所有時間於該地段及發展項目內提供及維持管理人認為合理必要之保安員、看守員、看門人、管理員、閉路電視系統、防盜報警器及其他保安措施；

(p) 對服務發展項目的公共無線電或電視天線或有線電視系統（如有）進行保養及操作或就其保養及操作訂立合約；

(q) 防止任何人士有害地更改或損害發展項目之任何一個或多個部分或其任何公用地方及設施；

(r) 防止任何人士超荷載發展項目內任何電力裝置及電路或任何電源或電線；

(s) 擁有唯一權利，在與政府或任何法定機構或任何公用事業機構或其他有資格當局有關並以任何方式涉及或牽涉該地段及整個發展項目或公用地方及設施的所有事項及事務中代表所有業主，並有權就有關任何該等事務採納的任何政策或達致的決定或採取的行動使所有業主受約束；

(t) 經業主委員會（定義見公契）（如有）或業主立案法團（如已成立）事先書面批准，向與該地段毗連的任何其他處所的業主或佔用人或向管理人可能認為合適的一名和多名人士，根據管理人可能認為合適的條款及條件，授予關於公用地方及設施的，在任何程度上通行或出入或使用的權利，以及代表業主取得關於該等毗連處所的類似權利的授予；惟授予本條所述的通行權、出入權或使用權，不得影響業主及佔用人享用其各自的發展項目單位，並且該通行權、出入權或使用權的授予不得違反政府租契的條款及條件；就此產生的任何利益須歸予業主；就此收取的費用須撥入特別基金；

(u) 經業主委員會（如有）或業主立案法團（如已成立）事先書面批准，向毗連物業的業主及佔用人授予公用地方及設施的地役權和任何其他類型的權利，以建造、鋪設、保養、拆除及翻新排水渠、喉管、電纜、灌溉管道及其他裝置、固定裝置、小室，以及管理人合理酌情決定認為合適的該地段內的其他設備和構築物，並代表業主向毗鄰土地的業主或管理人取得鄰近土地類似地役權及權利的授予；惟本條所述的地役權或權利的授予，將不影響業主及佔用人佔用及享用其各自的發展項目單位，且將不阻礙或限制其出入發展項目，並且就此產生的任何利益須歸予業主；就此收取的費用須撥入特別基金；

(v) 經業主委員會（如有）或業主立案法團（如已成立）事先書面批准，按照管理人合理認為合適的條款及條件以及代價，向其他人士授予使用管理人合理認為合適的公用地方及設施的專營權、租約、租賃協議及許可證；惟該使用不得違反政府租契，且由此產生的所有收益須撥入管理基金，並按照公契的條文處置；

(w) 按照管理人合理酌情認為適宜的決定，為發展項目提供聖誕節、農曆新年和其他節日裝飾，以及舉辦節日慶典或活動；

(x) 作出管理人酌情認為為保養及改善發展項目之內或之上的所有設施和服務之目的而必要或適宜的一切事情，以供業主、佔用人及其獲許可人更好地享用或使用發展項目；惟倘設施或服務之任何改善所需的費用，超過當前年度管理預算之10%，則須在根據公契召開的業主會議上獲得業主決議事先批准。

(y) 經業主委員會（僅在其成立後）或業主立案法團（如有）事先批准，制定規管會所的使用的規則與規例，包括但不限於不時釐定入會及使用會所設施的費用及收費，並向設施的獲許可使用者收取該等費用及收費；以及按管理人酌情認為合適的期間和條件，為經營會所之目的，向任何人租借、租用、出租該會所的全部或任何部分，或者授予該會所的全部或任何部分的特許；惟儘管管理人已轉授任何人士經營該會所，管理人亦不得轉讓或轉移其於公契下的任何責任或義務，並須一直負責會所和整個發展項目的管理和控制，但就此產生的所有收益須作為管理基金的一部分，不得用於保養、營運、維修與改善會所及其內設施以外的其他目的，會所或其任何部分的任何營運虧損須從管理基金扣款；

(z) 如管理人認為合宜，提供適當及充足的廢物分類和回收設施，包括但不限於在其認為適宜及方便發展項目的業主及佔用人分類和回收廢物的公用地方及設施內的位置放置分類回收箱。在此情況下，管理人須確保回收設施的組成物料不會引致任何火災，且放置位置不會阻塞任何走火通道，以及確保從設施中回收或經定期清潔處理回收的可回收物料予以適當收集、儲存及送往循環再用。管理人須維持設施清潔衛生，以免對發展項目業主及佔用人造成滋擾。

(aa) 在管理人認為必要或合宜時，聘請合資格人員對發展項目或其任何部分（包括該地段內外的發展項目排水渠和水道）進行視察或結構調查；

(bb) 保養根據政府租契條文須予保養的所有區域、空地及其他設施；

(cc) 就安裝或使用天線廣播分導或電訊網絡設施簽訂合約，並就為發展項目提供廣播分導網絡或電訊網絡服務簽訂合約；惟供天線廣播分配或電訊網絡設施安裝或使用的區域，須構成公用地方及設施的一部分。該等有待管理人訂立的合約，須受以下條件規限：-

(i) 合約之期限不超過3年；

(ii) 根據合約授予之權利均須為非專有權利，並必須與其他服務供應商分享設施及網絡訂定條文；及

(iii) 沒有業主須以任何方式為安裝或提供設施或服務支付任何款項，除非該業主是相關服務的登記用戶。

(dd) 控制、管理及保養構成公用地方及設施一部分的環保和創新設施（定義見公契）；

(ee) 移走和鎖押停泊在非指定用於泊車的公用地方及設施上的任何地方，或造成阻礙，或其車主拖欠泊車費（如有）的任何車輛。在移車過程中或因移車對該車造成任何受損，須由該車車主獨自負責；

(ff) 經業主委員會（僅在其成立後）或業主立案法團（如有）批准，不時制定、撤銷及修訂管限以下方面的規則及規例：發展項目所有部分食水及鹹水的供應及使用，水錶安裝費、拆除費、重新接駁費、讀取費、損害賠償費以及政府不時確定的相同程度的罰息的支付及追收。該等規則與規例及對其作出的任何修訂不得抵觸或違反公契、《建築物管理條例》（香港法例第344章）或政府租契。

(gg) 管理、修葺、維修、保養及維持公用地方及設施採光良好，並管理與保養根據政府租契規須予保養的該地段內外的相關其他區域或排水渠及水道；

(hh) 經業主委員會（如有）或業主立案法團（如已成立）批准，就進入及／或使用康樂地方及設施或其任何部分收取指定費用；惟收取的所有相關指定費用須作為管理基金的一部分，用於管理、保養及修葺住宅公用地方及設施；及

(ii) 以樹木與灌木美化該地段環境，並於該地段種植樹木與灌木。

20. 管理人有權經事先合理通知（緊急情況除外），在一切合理時間，為對發展項目任何一個或多個部分或公用地方及設施進行必要修葺、重建及保養，或

為消減影響或可能影響公用地方及設施或其他業主的任何危險或滋擾，進入發展項目的所有部分（包括任何單位的所有部分），無論是否有工人、承建商及他人陪同，亦無論是否攜帶設備及儀器；惟管理人須將滋擾程度降至最低，並須立即自費修復及維修所引起的任何損害，且須對管理人及其員工、承建商或工人行使上述權利過程中的疏忽、蓄意或犯罪行為負上責任。

21. 在《建築物管理條例》（香港法例第344章）條文的規限下，公用地方及設施須受就公用地方及設施的任何相關事宜按照公契條文獲妥善授權的管理人(其受公契委任而出任為為及代表所有業主的代理人)獨有控制，而按照公契條文，就公用地方及設施的任何相關事宜，管理人特此獲委任為為及代表所有業主的正式授權代理人。

22. 經業主委員會（如有）或業主立案法團（如已成立）批准，管理人有權參照環境保護署署長不時發佈的物業管理指引不時作出、撤銷及修訂規管以下方面的屋苑規則：該地段與發展項目的使用、佔用、保養及環境控制；公用地方及設施；發展項目的環境保護；減少廢物及回收措施的實施。

23. 除非公契另有規定，否則管理人、其受僱人、僱員、代理人或承建商無須因或就依據或聲稱依據公契條文作出或不作出的作為、行為、事項或事情（除非涉及刑事責任、不誠實或疏忽的作為或不作為），對業主或任何業主或對透過、根據或以信託方式代任何業主或以其他方式提出申索的任何一名或多名人士負上責任，且公契內沒有事項可被視為要求業主須就因任何該等作為或不作為所產生的任何訴訟、申索等向管理人、其受僱人、僱員、代理人或承建商作出彌償。在不以任何方式限制上文的一般性的原則下，管理人、其受僱人、僱員、代理人或承建商均無須對因以下原因引致或因以下原因以任何方式導致的任何損害、損失或傷害負責：(a) 任何公用地方及設施之任何缺陷或問題或故障，或(b) 發展項目水、電或其他公用事業或服務供應之任何問題、故障或暫停，或(c)火災或水災或由任何地方溢出或滲漏的水或任何污水，不論在發展項目內或外，或(d)白蟻、蟑螂、耗子、老鼠或其他害蟲或害獸的活動，或(e) 發展項目內的盜竊、入室行竊或罪行；除非該損害、損失或傷害為管理人、其受僱人、僱員、代理人或承建商涉及刑事責任或不誠實或疏忽的作為或不作為所致，惟根據公契應付的管理費用或任何其他費用或其任何部分，概不得因此而減少或停止支付。

24. 各業主須就所有經其明示或暗示許可，佔用其擁有專用權的任何單位之所有人士的作為及不作為，對管理人及其他業主與佔用人負責並作出彌償，並支付用以維修或修復因所有該等人士之行為、疏忽或違約而對發展項目或其任何一個或多個部分或其內或其上的任何公用地方及設施造成之任何損失或損害所招致之一切成本、費用及開支。倘屬管理人獲公契賦權進行修復或維修之損失或損害，則管理人可追討該等成本、費用及開支；倘屬其他業主或佔用人蒙受損失或損害，而管理人並無獲公契賦權、或管理人合理酌情選擇不進行修復或維修，則蒙受損失或損害的一名或多名人士可追討該等成本、費用及開支，以及可依法追討的所有其他損害賠償。

25. 管理人須代表業主視察、保養公用地方及設施（包括構成公用地方及設施一部分的工程及裝置的一個或多個部分）並對其採取一切必要工作，費用由業主承擔。

26. 在政府租契條文、公契、屋苑規則以及公契所規定管理人和該公司的權利的規限下，當其時具有持有、使用、佔用及享用發展項目任何部分之完全及專有權利的各不分割份數的業主及其租戶、受僱人、代理人、合法佔用人及被許可人具有（與具有類似權利的所有人士相同的）充分權利及自由，為了有關妥為使用與享用其單位的一切目的，通行往返及使用屋苑公用地方及設施、住宅公用地方及設施（若其單位構成居所的一部分）或商業公用地方及設施（若其單位構成商業區域的一部分）或停車場公用地方及設施（若其單位構成停車場區域的一部分）或從屋苑公用地方及設施、住宅公用地方及設施（若其單位構成居所的一部分）或商業公用地方及設施（若其單位構成商業區域的一部分）或停車場公用地方及設施（若其單位構成停車場區域的一部分）獲取利益。

27. 除上文第26段所述的權利及特權外（惟須受政府租契條文、公契、屋苑規則以及公契所規定的管理人和該公司的權利的規限，且須支付指定費用（如有）），各住宅單位的業主及其租戶、受僱人、代理人、合法佔用人及真正訪客具有（與具有類似權利的所有人士相同的）充分權利及自由，為康樂地方及設施的設計目的，通行往返及使用康樂地方及設施；惟有關業主行使相關使用權時，不得干擾或允許或容受他人干擾所提供的一般設施、設備或服務，各相關業主須遵守不時生效的管理人制定的有關康樂地方及設施的規則（如有）、屋苑規則及其他規例（如有），並且商業區域業主無權使用康樂地方及設施。

28. 沒有業主（包括該公司）有權將公用地方及設施的任何部分改建作私人用途或作謀取個人利益，除非獲得業主委員會事先批准。就批准收取的任何款項須撥入相關特別基金。

29. 沒有業主（包括該公司）有權將其單位的任何部分改建或指定為公用地方及設施，除非在根據公契妥為召開的業主會議上獲得業主決議作出的批准。沒有業主（包括該公司）有權而管理人無權將公用地方及設施重新改建或重新指定作其個人用途或使其受益。

30. 沒有業主可作出或容受或允許他人作出妨礙公用地方及設施或其任何部分的任何作為或事情。在不損害上文的一般性的原則下，沒有業主可在公用地方及設施或其任何部分放置或遺留任何垃圾、物件或物品。

31. 沒有業主可在其單位或發展項目任何區域作出、促使或容受或允許他人作出對發展項目任何其他業主或佔用人可能是或成為滋擾或煩擾或造成損害的任何作為或事情。

32. 沒有業主可對其擁有的發展項目任何部分（包括但不限於業主所擁有單位的外牆、構築物或面牆或其中的任何裝置或設備）作出任何可能妨礙或影響其他業主的權利，或損害或影響或妨礙發展項目的任何其他一個或多個個別或共同所佔用部分的使用及享用（特別是水、電、氣或其他公用設施的供應）的結構改動。

33. 沒有業主可使用、切割、損壞、損毀、改裝或干擾公用地方及設施的任何一個或多個部分，或該地段之上或之內非供該業主獨有使用及受益的任何設備或儀器。

34. 沒有業主可在其單位作出或允許或容受他人在其單位作出會堵塞消防通道的任何作為或事情。

35. 沒有業主可在其單位作出或允許或容受他人在其單位作出會完全或部分封閉該單位任何窗戶，或以任何方式阻擋光線或空氣流入該單位的任何作為或事情。

36. 沒有業主可切割、損壞、改裝、裝固、干擾或以任何其他方式影響發展項目中屬於公用地方及設施之部分的天台或平台或外表面的任何部分中的任何管道、閥門、導管、避雷針、公共電視及廣播天線系統及／或有線電視系統（如有）、固定裝置或任何其他裝置。

37. 沒有業主可在發展項目中指定安裝地點以外的任何地方（不論在業主單位內外），安裝或允許或容受他人安裝任何空調機或其附屬部分，且業主須採取一切可行措施，防止給該地段或發展項目的任何部分帶來過量噪音、冷凝液或滴水。各業主亦須自費維持及保持專供其單位使用的空調機或其他部件或設備（如有）維修妥善及狀況良好。沒有業主可或允許或容受他人將其單位的空調機平台用於放置或安裝空調部件以外的任何其他目的。

38. 受限於公契授予或賦予該公司的權利，未經管理人事先書面批准（管理人可人酌情加入條件及要求並據此授予批准），沒有業主可在其單位或發展項目任何部分的外表面，以架設、安裝或以其他方式裝固、或允許或容受他人架設、安裝或以其他方式裝固任何外部標誌、招牌、通知、廣告、旗幟、橫幅、柱子、籠子、蔭棚或任何類型的其他伸出物或構築物或以架設、安裝或以其他方式裝固、或允許或容受他人架設、安裝或以其他方式裝固任何延展出其單位或發展項目任何部分外部或由發展項目或其任何部分伸出的外部標誌、招牌、通知、廣告、旗幟、橫幅、柱子、籠子、蔭棚或任何類型的其他伸出物或構築物。

39. 沒有業主可在公用地方及設施或其任何部分晾掛或容受或允許他人晾掛任何衣物或晾曬衣服。

40. 沒有業主可在發展項目平台、天台、外牆、露台、公用設施平台、花圃、門廊或管理人認為可能或將會對發展項目其他業主或佔用人造成不良影響或構成滋擾的任何其他區域，保管、懸掛或展示或允許或容受他人保管、懸掛或展示任何清洗物、布料、衣服或有失雅觀的任何物件，或儲存或允許或容受他人儲存任何用具或其他物件，且管理人有權不經通知即移走該等用具及／或物件，費用由違規的業主承擔。

41. 沒有業主可在構成其單位一部分的天台、平台、露台、公用設施平台或花圃架設或建造或允許或容受他人架設或建造任何永久或臨時構築物。管理人有權進入單位並移走構築物（其架設或安裝會違反本條文），費用由違規的業主承擔。

42. 沒有業主可作出或容受或允許他人作出可能堵塞發展項目沖廁或排水系統、或削弱其有效運作的任何作為。

43. 沒有業主可為有關建造目的以外的任何目的，使用或允許或容受他人使用發展項目內安裝的任何水廁及其他用水器具（無論是否在其單位內），亦不得

將任何清掃物、垃圾、破布或任何其他物件投進其中。違反本條的業主或佔用人須對因而產生或導致的損害負責。

44. 如果管理人認為（最終及不可推翻）任何鳥、畜、狗、貓或寵物可能或將會滋擾、干擾或煩擾發展項目的其他業主或佔用人，則不得在發展項目任何部分飼養或蓄養該鳥、畜、狗、貓或寵物。任何情況下皆不得在公用地方及設施飼養或蓄養狗隻，除非用繩將其拴住。

45. 沒有業主可允許兒童在公用地方及設施（為兒童設計的活動康樂地方及設施部分除外）玩耍。如果兒童造成該等區域及設施的裝修損壞或褪色，相關費用須由有關一名或多名兒童居住單位的業主或佔用人支付。

46. 未經管理人事先書面批准，業主不得粉刷發展項目外表，包括業主單位外牆的任何部分，亦不得作出或允許或容受他人作出可能或將會改變發展項目外表或外觀的任何作為或事情。

47. 沒有業主可在公用地方及設施使用或允許或容受他人在公用地方及設施使用會妨礙發展項目的其他業主或佔用人權利、舒適及便捷的任何單車、嬰兒車或類似車輛。

48. 公契一經簽立，管理人須以受託人的身份，為當時所有業主或各別業主（視情況而定）之利益，免費用及免代價，獲轉予及獲授予根據公契分配予公用地方及設施的全部不分割份數（定義見公契）連同持有、使用、佔用及享用公用地方及設施的權利，且受限及受益於政府租契及公契。如果管理人辭職或被解僱或清盤或接獲破產接管令，而按照公契任命另一管理人取替其位，則管理人或清盤人或接管人（視情況而定）須根據同一份信託，免費用及代價將該不分割份數轉予新管理人；惟如果根據《建築物管理條例》（香港法例第344章）成立業主立案法團，且業主立案法團提出要求，當其時的管理人或其清盤人或接管人（視情況而定）須將有關不分割份數及管理責任，免費用及代價轉予該業主立案法團，在此情況下，業主立案法團必須為所有業主的利益以信託方式持有相關不分割份數。

B. 分配予發展項目中的各住宅物業的不分割份數的數目

	轉與各單位的不分割份數
5樓A室，連露台、空調機平台、窗台及平台	44
5樓B室，連露台及窗台	21
5樓C室，連露台、空調機平台、窗台及平台	35
5樓D室，連空調機平台、窗台及平台	31
6樓至19樓（不含14樓）A室，均連露台、工作平台、空調機平台及窗台	42
6樓至19樓（不含14樓）B室，均連露台及窗台	21
6樓至19樓（不含14樓）C室，均連露台、工作平台、空調機平台及窗台	34
6樓至19樓（不含14樓）D室，均連露台、工作平台、空調機平台及窗台	32
20樓至29樓（不含24樓）A室，均連露台、工作平台、空調機平台及窗台	42
20樓至29樓（不含24樓）B室，均連露台、工作平台、空調機平台及窗台	54
20樓至29樓（不含24樓）C室，均連露台、工作平台、空調機平台及窗台	32
30樓A室，連空調機平台、窗台及平台	84

C. 有關發展項目的管理人的委任年期

1. 在《建築物管理條例》（香港法例第344章）條文的規限下，首名管理人管理該地段、發展項目及其內公用地方及設施的初始期間（定義見公契），不得超過自委任之日起的兩年。

2. 管理人辭職，除非事前已將其辭職意圖，按以下方式給予不少於3個月的書面通知，否則並不生效：(a)向業主委員會送交該通知；或(b)如無業主委員會，則向每名業主發出該通知，並將該通知展示在發展項目內的顯眼處。

3. 在業主立案法團成立前，業主委員會可隨時藉由在業主會議上親自或委派代表投票的業主以過半數票通過、及獲擁有總不分割份數（不包括公用地方及設施獲分配的不分割份數）不少於50%的業主支持的決議，及向管理人發出3個月書面通知，終止其委任，而無需給予補償。

4. 如有業主立案法團，業主立案法團可在為此目的而召開的大會上，藉由親自或委派代表投票的業主以過半數票通過、及獲擁有總不分割份數不少於50%的業主支持的決議，發出通知終止管理人的委任，而無需給予補償。

D. 發展項目中的住宅物業的業主之間分攤管理開支的基準

1. 管理人須徵詢業主委員會（如已成立）的意見，為下一年度備製年度預算，但第一份預算(須涵蓋自公契之日起至下一個12月31日的期間)除外。年度預算須包括兩個部分：
   (a) 第一部分須涵蓋管理人認為將為所有業主的利益所開銷或用於恰當管理發展項目及其內屋苑公用地方及設施的一切開支，包括（但在不損害上文的一般性的原則下）公契第33(a)(i)至(xiv)條列明的事項。
   (b) 第二部分須涵蓋管理人認為特別涉及發展項目不同特定部分的開支，且須分為三個章節：
      (i) 第一個章節須涵蓋管理人認為特別涉及向住宅單位業主提供服務的住宅公用地方及設施（包括構成其一部分的環保和創新設施的該等一個或多個部分）的一切開支，包括（在不以任何方式限制上文的一般性的原則下）供應鹹水的費用、操作、保養、維修、清潔、照明和保護居所入口大堂和電梯廳的費用，員工、管理員、看守員和保安員及清理和處理垃圾的基本開支中管理人認為公平合理的合乎比例部分，以及住宅單位業主按公契第36(c)條規定的方式須承擔的開支；
      (ii) 第二個章節須涵蓋管理人認為特別涉及商業公用地方及設施（包括構成其一部分的環保和創新設施的該等一個或多個部分）的一切開支，包括（在不以任何方式限制上文的一般性的原則下）員工、管理員、看守員和保安員及清理和處理垃圾的基本開支中管理人認為公平合理的合乎比例部分，以及商業單位業主按公契第36(d)條規定的方式須承擔的開支；
      (iii) 第三個章節須涵蓋管理人認為特別涉及停車場公用地方及設施（包括構成其一部分的環保和創新設施的該等一個或多個部分）的一切開支，包括（在不以任何方式限制上文的一般性的原則下）員工、看守員、管理員和保安員、供應電力、鹹水、照明及清理和處理垃圾的基本開支中管理人認為公平合理的合乎比例部分，以及泊車位業主和電單車泊車位業主按公契第36(e)條規定的方式須承擔的開支；

   惟用於改善發展項目及／或更換或改善公用地方及設施內或其構成部分的裝置、系統、設備和儀器的具有資本及／或改善性質的開支，須在年度預算的適當章節內以獨立標題編寫，並且須在確定有關開支後，以公契第35條所述的特別基金支付，以及年度預算亦須列明有關可能需要提取特別基金的時間及當時所需金額之估計。

2. 每名住宅單位業主須就其作為業主的任何住宅單位獲分配的每份管理份數（定義見公契），支付已採納年度預算第一部分所評定總額的一個比例，其中分子為一，分母為發展項目的管理份數總額。

3. 除支付根據上述第2段應付的款項外，每名住宅單位業主亦須就其作為業主的住宅單位獲分配的每份管理份數，支付已採納年度預算第二部分第一個章節所評定總額的一個比例，其中分子為一，分母為所有住宅單位獲分配的管理份數總額。

4. 管理人須以受託人的身份為及代表所有業主設立、維持和持有一項特別基金，用以支付屬資本性質或某類未預期每年招致的開支，包括但不限於屋苑公用地方及設施的翻新、改善和維修的開支，為屋苑公用地方及設施購買、安設、更換、改善和添置裝置、系統、設備、工具、機器和機械的開支，以及相關調查工作和專業服務費用，且該基金為不可退還或轉讓。

5. 管理人須以受託人的身份為及代表住宅單位業主設立、維持和持有一項特別基金，用以支付屬資本性質或某類未預期每年招致的開支，包括但不限於住宅公用地方及設施的翻新、改善和維修的開支，為住宅公用地方及設施購買、安設、更換、改善和添置裝置、系統、設備、工具、機器和機械的開支，以及相關調查工作和專業服務費用，且該基金為不可退還或轉讓。

6. 每名業主向其他業主作出契諾，就其作為業主的屋苑公用地方及設施，以及住宅單位及／或商業單位及／或泊車位及／或電單車泊車位（視情況而定），向

相關特別基金作出進一步的定期供款。在每個財政年度應繳付的款額及支付該等供款的時間，須按照依據公契條文妥為召開的業主會議上通過的決議釐定。

7. 如有業主立案法團，業主立案法團須藉業主決議，釐定業主在任何財政年度應供付特別基金的金額及支付該等供款的時間。

E. 計算管理費按金的基準

1. 在公契第49條的規限下，除非該公司已按公契規定的方式就任何單位支付管理費按金，否則住宅單位的每位首名業主須在獲得其發展項目部分的管有權之前，向管理人支付一筆按金，該筆按金相當於就其作為業主的住宅單位獲分配的每份不分割份數應付的兩(2)個月管理供款，作為準時支付其按公契規定可能或成為應付的所有款額的擔保，該筆按金或其餘額（視情況而定）不帶利息、不可退還但可轉讓，且不能用來抵銷其按公契應付的任何供款。

2. 除非該公司已根據公契第35(m)條就任何單位作出付款（作為相關特別基金的初始供款），否則發展項目部分的首名業主須在獲得其發展項目部分的管有權之前，向管理人支付上述相關特別基金，其金額相當於就其單位應付的第一年預算管理開支（定義見公契）的2/12。

3. 除非該公司已按公契規定的方式就任何住宅單位支付廢料清理費，否則住宅單位的每位首名業主須在獲得其住宅單位的管有權之前，向管理人支付一筆廢料清理費，該費用不可退還、不可轉讓，且不超過就其發展項目部分應付的一(1)個月管理供款，有關款額由管理人合理釐定，用於清理其住宅單位內裝飾工程產生的廢料。廢料清理費中未用於上述廢料清理的任何部分，須構成住宅單位業主特別基金的一部分。

F. 該公司在發展項目中保留作自用的範圍

該公司概無《一手住宅物業銷售條例》（香港法例第621章）附表1第1部第14(2)(f)條所指在發展項目中保留作自用的範圍。

SUMMARY OF LAND GRANT
批地文件的摘要

A. The Development is situated on Kowloon Inland Lot No. 9673 ("the Lot").

B. The Lot is held from the Government under the Conditions of Sale No. 9607 dated the 19th January 1970 as varied or modified by a Modification Letter dated the 28th November 1972 and registered in the Land Registry by Memorial No. UB941642 and a Modification Letter dated the 9th November 2011 and registered in the Land Registry by Memorial No. 11111101650277 (collectively, "the Land Grant") for a term of 75 years commencing from 19th January 1970 renewable for a further term of 75 years.

C. User Restrictions:-

1. Special Condition No. (2)(a) of the Land Grant provides that, subject to Special Condition No. (2)(b) of the Land Grant, 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, petrol filling station) purposes.

2. Special Condition No. (2)(b) of the Land Grant provides that 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, petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in Special Condition No. (2)(b)(iii) of the Land Grant;

   (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 3 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, petrol filling station) purposes.

3. Special Condition No. (2)(c) of the Land Grant provides that any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Condition Nos. (6) and (32) of the Land Grant or plant room or both shall not be counted as one of the floors referred to in Special Condition (2)(b) of the Land Grant.

4. Special Condition No. (6)(a)(i) of the Land Grant provides that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a rate of one space for every 9 residential units or part thereof erected or to be erected on the Lot (unless the Director consents to another rate).

5. Special Condition No. (6)(a)(ii) of the Land Grant provides that the spaces provided under Special Condition No. (6)(a)(i) of the Land Grant shall not be used for any purpose other than those stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

6. Special Condition No. (6)(b)(i) of the Land Grant provides that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles at the following rates unless the Director consents to another rate;

   (I) one space for every 200 square metres or part thereof of the first 15,000 square metres of the gross floor area of the building or buildings erected or to be erected on the Lot to be used for office purpose and one space for every 300 square metres or part thereof of the remaining gross floor area to be used for such purpose;
   (II) one space for every 300 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the Lot to be used for non-industrial (excluding residential, office, hotel, godown, petrol filling station) purposes.

7. Special Condition No. 6(b)(ii) of the Land Grant provides that for the purpose of calculating the number of spaces to be provided under Special Condition No. 6(b)(i)(I) and 6(b)(i)(II) of the Land Grant, any floor area to be used for parking, loading and unloading purposes shall be excluded.

8. Special Condition No. (6)(b)(iii) of the Land Grant provides that the spaces provided under Special Condition No. (6)(b)(i)(I) and (6)(b)(i)(II) of the Land Grant shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the Lot for the respective purposes stipulated in Special Condition No. (6)(b)(i)(I) and (6)(b)(i)(II) of the Land Grant and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

9. Special Condition No. (6)(c)(i) of the Land Grant provides that out of the spaces provided under Special Condition No. (6)(a) and (b) of the Land Grant, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rate of not less than one space for every 200 spaces provided in accordance with Special Condition No. (6)(a)(i), (6)(b)(i)(I) and (6)(b)(i)(II) of the Land Grant or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated) or at such other rate as may be approved by the Director.

10. Special Condition No. (6)(c)(ii) of the Land Grant provides that the spaces to be provided under Special Condition No. (6)(c)(i) of the Land Grant shall be located at such position and level as shall be approved in writing by the Director.

11. Special Condition No. (6)(c)(iii) of the Land Grant provides that the spaces provided under Special Condition No. (6)(c)(i) of the Land Grant shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

12. Special Condition No. (6)(d)(i) of the Land Grant provides that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate;

    (I) 10 percent of the total number of Residential Parking Spaces required to be provided under Special Condition No. (6)(a)(i) of the Land Grant (hereinafter referred to as "the Residential Motor Cycle Parking Spaces");
    (II) 10 percent of the total number of spaces required to be provided under Special Condition No. 6(b)(i)(I) of the Land Grant; and
    (III) 10 percent of the total number of spaces required to be provided under Special Condition No. (6)(b)(i)(II) of the Land Grant

    provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

13. Special Condition No. (6)(d)(ii) of the Land Grant provides that the Residential 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, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

14. Special Condition No. (6)(d)(iii) of the Land Grant provides that the spaces provided under Special Condition No. (6)(d)(i)(II) and (6)(d)(i)(III) of the Land Grant shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the Lot for the respective purposes stipulated in Special Condition No. (6)(i)(I) and (6)(b)(i)(II) of the Land Grant and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

15. Special Condition No. (6)(e)(i)(I) of the Land Grant provides that save and except the spaces provided by mechanical parking systems in accordance with Special Condition No. (6)(e)(i)(II) of the Land Grant, each of the spaces provided under Special Condition No. (6)(a) and (b) of the Land Grant shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

16. Special Condition No. (6)(e)(i)(II) of the Land Grant provides that spaces to be provided under Special Condition No. (6)(a) and (b) of the Land Grant may be accommodated in mechanical parking systems provided that each of the mechanical parking systems shall not consist of more than two tiers of racks one over the other vertically for the parking of motor vehicles at different levels and that the dimensions and the locations of the said mechanical parking systems shall first be approved in writing by the Director.

17. Special Condition No. (6)(e)(ii) of the Land Grant provides that each of the spaces provided under Special Condition No. (6)(c) of the Land Grant shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

18. Special Condition No. (6)(e)(iii) of the Land Grant provides that each of the spaces provided under Special Condition No. (6)(d) of the Land Grant shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

19. Special Condition No. (41) of the Land Grant provides that no grave or columbarium shall be erected or made on the Lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

D. The Facilities That Are Required To Be Constructed And Provided For The Government, Or For Public Use:-

Not applicable

E. The Grantee's Obligation To Lay, Form Or Landscape Any Areas, Or To Construct Or Maintain Any Structures Or Facilities, Within Or Outside That Land:-

1. Special Condition No. (3)(a) of the Land Grant provides that 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 (as defined in the Land Grant), 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 the Conditions of the Land Grant, 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 agreed to be granted by the Land Grant 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.

2. Special Condition No. (3)(c) of the Land Grant provides that in the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the Lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

3. Special Condition No. (3)(d) of the Land Grant provides that in addition to any other rights or remedies provided in the Land Grant for breach of any of the Conditions of the Land Grant, 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.

4. Special Condition No. (38) of the Land Grant provides that the Grantee shall not cut away, remove or set back any Government land adjacent to or adjoining the Lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the Lot at such premium as he may determine.

5. Special Condition No. (6)(a)(i) of the Land Grant provides that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a rate of one space for every 9 residential units or part thereof erected or to be erected on the Lot (unless the Director consents to another rate).

6. Special Condition No. (6)(a)(ii) of the Land Grant provides that the spaces provided under Special Condition No. (6)(a)(i) of the Land Grant shall not be used for any purpose other than those stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

7. Special Condition No. (6)(b)(i) of the Land Grant provides that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles at the following rates unless the Director consents to another rate;

   (I) one space for every 200 square metres or part thereof of the first 15,000 square metres of the gross floor area of the building or buildings erected or to be erected on the Lot to be used for office purpose and one space for every 300 square metres or part thereof of the remaining gross floor area to be used for such purpose;
   (II) one space for every 300 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the Lot to be used for non-industrial (excluding residential, office, hotel, godown, petrol filling station) purposes.

8. Special Condition No. (6)(b)(ii) of the Land Grant provides that for the purpose of calculating the number of spaces to be provided under Special Condition No. (6)(b)(i)(I) and (6)(b)(i)(II) of the Land Grant, any floor area to be used for parking, loading and unloading purposes shall be excluded.

9. Special Condition No. (6)(b)(iii) of the Land Grant provides that the spaces provided under Special Condition No. (6)(b)(i)(I) and (6)(b)(i)(II) of the Land Grant shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the Lot for the respective purposes stipulated in Special Condition No. (6)(b)(i)(I) and (6)(b)(i)(II) of the Land Grant and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

10. Special Condition No. (6)(c)(i) of the Land Grant provides that out of the spaces provided under Special Condition No. (6)(a) and (b) of the Land Grant, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rate of not less than one space for every 200 spaces provided in accordance with Special Condition No. (6)(a)(i), (6)(b)(i)(I) and (6)(b)(i)(II) of the Land Grant or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated) or at such other rate as may be approved by the Director.

11. Special Condition No. 6(c)(ii) of the Land Grant provides that the spaces to be provided under Special Condition No. 6(c)(i) of the Land Grant shall be located at such position and level as shall be approved in writing by the Director.

12. Special Condition No. (6)(c)(iii) of the Land Grant provides that the spaces provided under Special Condition No. (6)(c)(i) of the Land Grant shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

13. Special Condition No. (6)(d)(i) of the Land Grant provides that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate;

(I) 10 percent of the total number of Residential Parking Spaces required to be provided under Special Condition No. (6)(a)(i) of the Land Grant (hereinafter referred to as "the Residential Motor Cycle Parking Spaces");
(II) 10 percent of the total number of spaces required to be provided under Special Condition No. (6)(b)(i)(I) of the Land Grant; and
(III) 10 percent of the total number of spaces required to be provided under Special Condition No. (6)(b)(i)(II) of the Land Grant

provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

14. Special Condition No. (6)(d)(ii) of the Land Grant provides that the Residential 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, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

15. Special Condition No. (6)(d)(iii) of the Land Grant provides that the spaces provided under Special Condition No. (6)(d)(i)(II) and (6)(d)(i)(III) of the Land Grant shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the Lot for the respective purposes stipulated in Special Condition No. (6)(i)(I) and (6)(b)(i)(II) of the Land Grant and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

16. Special Condition No. (6)(e)(i)(I) of the Land Grant provides that save and except the spaces provided by mechanical parking systems in accordance with Special Condition No. (6)(e)(i)(II) of the Land Grant, each of the spaces provided under Special Condition No. (6)(a) and (b) of the Land Grant shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

17. Special Condition No. (6)(e)(i)(II) of the Land Grant provides that spaces to be provided under Special Condition No. (6)(a) and (b) of the Land Grant may be accommodated in mechanical parking systems provided that each of the mechanical parking systems shall not consist of more than two tiers of racks one over the other vertically for the parking of motor vehicles at different levels and that the dimensions and the locations of the said mechanical parking systems shall first be approved in writing by the Director.

18. Special Condition No. (6)(e)(ii) of the Land Grant provides that each of the spaces provided under Special Condition No. (6)(c) of the Land Grant shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

19. Special Condition No. (6)(e)(iii) of the Land Grant provides that each of the spaces provided under Special Condition No. (6)(d) of the Land Grant shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

20. Special Condition No. (10) of the Land Grant provides that the Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

21. Special Condition No. (11) of the Land Grant provides that any damage or obstruction caused by the Grantee, his servants or agents to any nullah, sewer, storm-water drain, watermain or other government properties within or adjourning the Lot shall be made good by the Government at the cost of the Grantee, and the amount due in respect thereof shall be paid on demand to the Government by the Grantee.

22. Special Condition No. (12) of the Land Grant provides that 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.

23. Special Condition No. (19) of the Land Grant provides that the Grantee shall develop the Lot by the erection thereon of a building or buildings complying in all respects with the Conditions of the Land Grant 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 Special Administrative Region, such building or buildings to be completed and made fit for occupation on or before the 30th June, 2016.

24. Special Condition No. (20) of the Land Grant provides that no tree growing on the Lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

25. Special Condition No. (21) of the Land Grant provides that 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.

26. Special Condition No. (22) of the Land Grant provides that subject to the the Conditions of the Land Grant, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No.10 of the Land Grant) of the Lot or any part thereof, any building or buildings erected or to be erected on the Lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation; and no building or buildings may be erected on the Lot or any part thereof or upon any area or areas outside the Lot specified in the Conditions of the Land Grant, nor may any development or use of the Lot or any part thereof, or of any area or areas outside the Lot specified in the Conditions of the Land Grant take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation.

27. Special Condition No. (32)(a) of the Land Grant provides that spaces shall be provided within the Lot to the satisfaction of the Director:

(i) for the loading and unloading of goods vehicles at the rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the Lot or at such other rate as many be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the Lot, such loading and unloading space to be located adjacent to or within each block of residential unit;
(ii) as lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) at a rate of one space for every 20,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the Lot to be used for office purposes.

28. Special Condition No. (32)(b)(i) of the Land Grant provides that each of the spaces provided under Special Condition No. (32)(a)(i) of the Land Grant shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

29. Special Condition No. (32)(b)(ii) of the Land Grant provides that each of the spaces provided under Special Condition No. (32)(a)(ii) of the Land Grant shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. Such spaces shall not be used for any purpose other than for picking up and setting down of passengers from motor vehicles (including taxis) in connection with the building or buildings erected or to be erected on the Lot to be used for office purposes.

30. Special Condition No. (36) of the Land Grant provides that the spaces provided within the Lot in accordance with Special Condition No. (32) of the Land Grant shall be designated as and form part of the Common Areas.

31. Special Condition No. (33)(a) of the Land Grant provides that notwithstanding Special Condition No. (6)(a)(i) and Special Condition No. (6)(b)(i) of the Land Grant, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the Special Condition No. (6)(a)(i) and Special Condition No. (6)(b)(i) of the Land Grant by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.

32. Special Condition No. (33)(b) of the Land Grant provides that in addition to Special Condition No. (33)(a) of the Land Grant, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the Special Condition No. (6)(a)(i) and Special Condition No. (6)(d)(i)(I) of the Land Grant (without taking into account of the spaces calculated in Special Condition No. (33)(a) of the Land Grant) by not more than 5 percent.

F. The Lease Conditions That Are Onerous To A Purchaser:-

1. Special Condition No. (3)(a) of the Land Grant provides that 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 the Conditions of the Land Grant, 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 agreed to be granted by the Land Grant 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.

2. Special Condition No. (3)(c) of the Land Grant provides that in the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the Lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

3. Special Condition No. (3)(d) of the Land Grant provides that in addition to any other rights or remedies provided in the Land Grant for breach of any of the Conditions of the Land Grant, 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.

4. Special Condition No. (4)(a) of the Land Grant provides that in the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the Lot, or from other areas affected by any development of the Lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

5. Special Condition No. (4)(b) of the Land Grant provides that notwithstanding Special Condition No. (4)(a) of the Land Grant 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.

6. Special Condition No. (5) of the Land Grant provides that the Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the Lot or any part thereof (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the Lot or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

7. Special Condition No. (10) of the Land Grant provides that the Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

8. Special Condition No. (11) of the Land Grant provides that any damage or obstruction caused by the Grantee, his servants or agents to any nullah, sewer, storm-water drain, watermain or other government properties within or adjourning the Lot shall be made good by the Government at the cost of the Grantee, and the amount due in respect thereof shall be paid on demand to the Government by the Grantee.

9. Special Condition No. (12) of the Land Grant provides that 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.

10. Special Condition No. (21) of the Land Grant provides that 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.

11. Special Condition No. (24)(a) of the Land Grant provides that 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.

12. Special Condition No. (24)(b) of the Land Grant provides that for the purpose of calculating the total gross floor area stipulated in Special Condition No. (22)(c)(i) of the Land Grant, any part of the Facilities provided within the Lot in accordance with Special Condition No. (24)(a) of the Land Grant 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.

13. Special Condition No. (24)(c) of the Land Grant provides that in the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to Special Condition No. (24)(b) of the Land Grant (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.(29)(a)(v) of the Land Grant; and
    (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.

14. Special Condition No. (31) of the Land Grant provides that 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 expenses 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.

15. Special Condition No. (39)(a) of the Land Grant provides that wherever in the Conditions of the Land Grant provided that the Government or its authorized officers shall or may carry out works of any description on the Lot or any part thereof or outside the Lot (whether on behalf of the Grantee or on the failure of the Grantee to carry out such works or otherwise) at the cost of the Grantee or that the Grantee shall pay or repay to the Government or its duly authorized officers on demand the cost of such works, such cost shall includes such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers.

SUMMARY OF LAND GRANT
批地文件的摘要

A. 發展項目位於九龍內地段第9673號（「該地段」）。

B. 該地段根據經日期為1972年11月28日並以註冊摘要第UB941642號在土地註冊處註冊的批地條件修訂書、以及日期為2011年11月9日並以註冊摘要第11111101650277號在土地註冊處註冊的批地條件修訂書更改或修改的日期為1970年1月19日之賣地條件第9607號（統稱為「批地文件」）從政府取得而持有，自1970年1月19日起為期75年，並可續期75年。

C. 用途限制：－

1. 批地文件特別條件第(2)(a)條規定，受限於批地文件特別條件第(2)(b)條，該地段或其任何部分或在其上所建或將建的任何一棟或多棟建築物不得用於任何非工業（不包括貨倉、酒店、加油站）以外的用途。

2. 批地文件特別條件第(2)(b)條規定，該地段上所建或將建的任何建築物或任何建築物的部分不得用於以下各項以外的任何用途：－

(i) 就最底三層而言，作非工業（不包括貨倉、酒店、加油站）用途；惟為免生疑問，就本特別條件而言，地庫層（如建有）須被視為一層，而不論該層的大小及樓面面積，且任何地庫層的使用須進一步按批地文件特別條件第(2)(b)(iii)條的規定受到限制；

(ii) 就餘下層數（如有多於3層地庫（如建有），則不包括任何一層或多層高於最底三層的地庫）而言，作私人住宅用途；及

(iii) 就任何地庫層(如建有)而言，不論作為最底三層其中一層或高於最底三層的地庫層，作非工業（不包括住宅、貨倉、酒店、加油站）用途。

3. 批地文件特別條件第(2)(c)條規定，僅用作按照批地文件特別條件第(6)及(32)條提供的泊車位及上落客貨位或僅用作機房或作兩者之用的任何樓層，不得計入為批地文件特別條件第(2)(b)條所提述的層數之一。

4. 批地文件特別條件第(6)(a)(i)條規定，於該地段內須提供令署長滿意的程度，停泊根據《道路交通條例》及任何據以訂立的規例及任何修訂法例領有牌照、並屬於該地段上所建或將建的一棟或多棟建築物的住宅單位住戶以及其真正賓客、訪客或獲邀人士的車輛所用的泊車位（以下簡稱為「住宅泊車位」），並以每9個該地段上所建或將建的住宅單位或其部分須設置一個泊車位的比率（除非署長同意另一比率）提供。

5. 批地文件特別條件第(6)(a)(ii)條規定，根據批地文件特別條件第(6)(a)(i)條提供的泊車位不得用作批地文件所訂明以外的任何用途，所述泊車位尤其不得用於存放、陳列或展覽車輛作銷售或其他用途。

6. 批地文件特別條件第(6)(b)(i)條規定，於該地段內須提供令署長滿意的停泊車輛所用的泊車位，而除非署長同意另一比率，比率須如下所述；

(I) 該地段上所建或將建的一棟或多棟作辦公室用途的建築物的建築面積首15,000平方米的每200平方米或其部分須設置一個泊車位，餘下屬該用途的建築面積的每300平方米或其部分亦須設一個泊車位作該用途；
(II) 該地段上所建或將建的一棟或多棟作非工業（不包括住宅、辦公室、酒店、貨倉、加油站）用途的建築物的建築面積的每300平方米或其部分須設置一個泊車位。

7. 批地文件特別條件第(6)(b)(ii)條規定，就計算根據批地文件特別條件第(6)(b)(i)(I)及(6)(b)(i)(II)條所提供的泊車位數目而言，任何作為泊車、上落客貨之用的樓面面積須予豁除。

8. 批地文件特別條件第(6)(b)(iii)條規定，除停泊根據《道路交通條例》及任何據以訂立的規例及任何修訂法例領有牌照、並屬於該地段上為批地文件特別條件第(6)(b)(i)(I)及(6)(b)(i)(II)條分別所訂明用途所建或將建的一棟或多棟建築物的佔用人以及其真正賓客、訪客或獲邀人士的車輛外，根據批地文件特別條件第(6)(b)(i)(I)及(6)(b)(i)(II)條提供的泊車位不得作任何其他用途，所述泊車位尤其不得用於存放、陳列或展覽車輛作銷售或其他用途。

9. 批地文件特別條件第(6)(c)(i)條規定，在根據批地文件特別條件第6(a)及(b)條提供的泊車位當中，承授人須保留及指定泊車位，供《道路交通條例》及任何據以訂立的規例及任何修訂法例所界定的殘疾人士停泊車輛，按照批地文件特別條件第(6)(a)(i)、(6)(b)(i)(I)及(6)(b)(i)(II)條提供的每200個車位或其部分（如該部分超過100個泊車位）須設置不少於一個泊車位（惟須保留及指定至少一個泊車位），或署長批准的其他比率。

10. 批地文件特別條件第(6)(c)(ii)條規定，根據批地文件特別條件第(6)(c)(i)條提供的泊車位須位處署長書面批准的位置及樓層。

11. 批地文件特別條件第(6)(c)(iii)條規定，根據批地文件特別條件第(6)(c)(i)條提供的泊車位，除了供《道路交通條例》及任何據以訂立的規例及任何修訂法例所界定、並屬於該地段上所建或將建的一棟或多棟建築物的住戶或佔用人以及其真正賓客、訪客或獲邀人士的殘疾人士停泊車輛外，不得作任何其他用途，所述泊車位尤其不得用於存放、陳列或展覽車輛作銷售或其他用途。

12. 批地文件特別條件第(6)(d)(i)條規定，該地段內須提供令署長滿意的程度，停泊根據《道路交通條例》及任何據以訂立的規例及任何修訂法例領有牌照的電單車所用的泊車位，而除非署長同意另一比率，比率須如下所述；

(I) 根據批地文件特別條件第(6)(a)(i)條而須提供的住宅泊車位總數的10%（以下簡稱為「住宅電單車泊車位」）；
(II) 根據批地文件特別條件第(6)(b)(i)(I)條而須提供的泊車位總數的10%；及
(III) 根據批地文件特別條件第(6)(b)(i)(II)條而須提供的泊車位總數的10%；

惟若然所提供泊車位的數目並非整數，則須調高至下一個整數。

13. 批地文件特別條件第(6)(d)(ii)條規定，除停泊根據《道路交通條例》及任何據以訂立的規例及任何修訂法例領有牌照、並屬於該地段上所建或將建的一棟或多棟建築物的住宅單位住戶以及其真正賓客、訪客或獲邀人士的電單車外，住宅電單車泊車位不得作任何其他用途，所述泊車位尤其不得用於存放、陳列或展覽車輛作銷售或其他用途。

14. 批地文件特別條件第(6)(d)(iii)條規定，除停泊根據《道路交通條例》及任何據以訂立的規例及任何修訂法例領有牌照、並屬於該地段上為批地文件特別條件第(6)(i)(I)及(6)(b)(i)(II)條分別所訂明用途所建或將建的一棟或多棟建築物的佔用人以及其真正賓客、訪客或獲邀人士的電單車外，根據批地文件特別條件第(6)(d)(i)(II)及(6)(d)(i)(III)條提供的泊車位不得作任何其他用途，所述泊車位尤其不得用於存放、陳列或展覽車輛作銷售或其他用途。

15. 批地文件特別條件第(6)(e)(i)(I)條規定，除按照批地文件特別條件第(6)(e)(i)(II)條由機械式泊車系統提供的泊車位外，每個根據批地文件特別條件第(6)(a)及(b)條提供的泊車位須闊2.5米、長5.0米，淨空高度至少須達2.4米。

16. 批地文件特別條件第(6)(e)(i)(II)條規定，根據批地文件特別條件第(6)(a)及(b)條提供的泊車位可容納於機械式泊車系統，惟每個機械式泊車系統不得有多於兩層垂直架設以不同水平停泊車輛的機架，所述機械式泊車系統的尺寸及位置須先經署長書面批准。

17. 批地文件特別條件第(6)(e)(ii)條規定，每個根據批地文件特別條件第(6)(c)條提供的泊車位須闊3.5米、長5.0米，淨空高度至少須達2.4米。

18. 批地文件特別條件第(6)(e)(iii)條規定，每個根據批地文件特別條件第(6)(d)條提供的泊車位須闊1.0米、長2.4米，淨空高度至少須達2.4米或署長可能批准的其他最低通行高度。

19. 批地文件特別條件第(41)條規定，不得在該地段建造或興建任何墓地或骨灰安置所，亦不得將任何人體遺骸或動物屍骸，不論置於陶器、骨灰甕或其他器皿內，埋葬於該地段之內或存放於該地段之上。

D. 按規定須興建並提供予政府或供公眾使用的設施：－

不適用

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，或興建或保養任何構築物或設施的責任：－

1. 批地文件特別條件第(3)(a)條規定，為了或涉及形成、平整或發展該地段或其任何部分、或承授人須根據批地文件的條件而須進行的任何其他工程、或為任何其他目的，而作出或已作出的任何挖除、移除或移後任何土地、或任何堆高或堆填工程或任何類型的斜坡整理工程，則不論是否已得署長（如批地文件所界定）事先書面同意，亦不論位於該地段抑或任何政府土地，承授人須自費進行及建造於當時或之後可能或其後任何時間必需的斜坡整理工程、擋土牆或其他支撐、保護、排水或輔助或其他工程，以保護及支撐該地段內的土地以及任何毗鄰或鄰近的政府或租賃土地，並避免及防止任何日後發生倒塌、山泥傾瀉或地陷的危險。承授人須於在批地文件同意的批地年期內的所有時間，自費保養所述土地、斜坡整理工程、擋土牆或其他支撐、保護、排水或輔助或其他工程，使其修葺狀況處於良好堅固，以達致署長滿意的程度。

2. 批地文件特別條件第(3)(c)條規定，倘若由於或產生自任何形成、平整

或發展或承授人進行的其他工程或任何其他原因，導致於任何時間發生任何倒塌、山泥傾瀉或地陷，不論在或由該地段或任何毗鄰或鄰近的政府或租賃土地，承授人須自費就此進行復原及修復工程，以令署長滿意，並須就所有通過或由於該倒塌、山泥傾瀉或地陷而須或可能產生、蒙受或招致的各種費用、收費、損害賠償、索求及申索，向政府、其代理人及承建商作出彌償。

3. 批地文件特別條件第(3)(d)條規定，除了批地文件內由於違反任何批地文件的條件所規定的任何其他權利或補救外，署長有權向承授人發出書面通知，要求承授人進行、建造及保養所述土地、斜坡整理工程、擋土牆或其他支撐、保護、排水或輔助或其他工程，或就任何倒塌、山泥傾瀉或地陷進行復原及修復工程；如承授人忽略或未能於該通知內指定的時間內遵守該通知，以令署長滿意，署長可隨即執行及進行任何必要的工程，而承授人須應要求向政府償還有關費用以及任何行政及專業費用與收費。

4. 批地文件特別條件第(38)條規定，承授人不得挖除、移除或移後任何毗鄰或鄰近該地段的政府土地，亦不得在任何政府土地進行任何堆起、堆填工程或任何類型的任何斜坡整理工程，除非經署長事先書面同意，其可全權酌情按其認為適合的條件及條件給予同意，包括按其可能釐定的地價授予額外的政府土地，作為該地段的延伸。

5. 批地文件特別條件第(6)(a)(i)條規定，於該地段內須提供令署長滿意的程度，停泊根據《道路交通條例》及任何據以訂立的規例及任何修訂法例領有牌照、並屬於該地段上所建或將建的一棟或多棟建築物的住宅單位住戶以及其真正賓客、訪客或獲邀人士的車輛所用的泊車位（以下簡稱為「住宅泊車位」），並以每9個該地段上所建或將建的住宅單位或其部分須設置一個泊車位的比率（除非署長同意另一比率）提供。

6. 批地文件特別條件第(6)(a)(ii)條規定，根據批地文件特別條件第(6)(a)(i)條提供的泊車位不得用作批地文件所訂明以外的任何用途，所述泊車位尤其不得用於存放、陳列或展覽車輛作銷售或其他用途。

7. 批地文件特別條件第6(b)(i)條規定，於該地段內須提供令署長滿意的停泊車輛所用的泊車位，而除非署長同意另一比率，比率須如下所述；

(I) 該地段上所建或將建的一棟或多棟作辦公室用途的建築物的建築面積首15,000平方米的每200平方米或其部分須設置一個泊車位，餘下屬該用途的建築面積的每300平方米或其部分亦須設一個泊車位作該用途；
(II) 該地段上所建或將建的一棟或多棟作非工業（不包括住宅、辦公室、酒店、貨倉、加油站）用途的建築物的建築面積的每300平方米或其部分須設置一個泊車位作。

8. 批地文件特別條件第(6)(b)(ii)條規定，就計算根據批地文件特別條件第6(b)(i)(I)及(6)(b)(i)(II)條所提供的泊車位數目而言，任何作為泊車、上落客貨之用的樓面面積須予豁除。

9. 批地文件特別條件第(6)(b)(iii)條規定，除停泊根據《道路交通條例》及任何據以訂立的規例及任何修訂法例領有牌照、並屬於該地段上為批地文件特別條件第(6)(b)(i)(I)及(6)(b)(i)(II)條分別所訂明用途所建或將建的一棟或多棟建築物的佔用人以及其真正賓客、訪客或獲邀人士的車輛外，根據批地文件特別條件第(6)(b)(i)(I)及(6)(b)(i)(II)條提供的泊車位不得作任何其他用途，所述泊車位尤其不得用於存放、陳列或展覽車輛作銷售或其他用途。

10. 批地文件特別條件第(6)(c)(i)條規定，在根據批地文件特別條件第(6)(a)及(b)條提供的泊車位當中，承授人須保留及指定泊車位，供《道路交通條例》及任何據以訂立的規例及任何修訂法例所界定的殘疾人士停泊車輛，按照批地文件特別條件第(6)(a)(i)、(6)(b)(i)(I)及(6)(b)(i)(II)條提供的每200個車位或其部分（如該部分超過100個泊車位）須設置不少於一個泊車位（惟須保留及指定至少一個泊車位），或署長批准的其他比率。

11. 批地文件特別條件第(6)(c)(ii)條規定，根據批地文件特別條件第(6)(c)(i)條提供的泊車位須位處署長書面批准的位置及樓層。

12. 批地文件特別條件第(6)(c)(iii)條規定，根據批地文件特別條件第(6)(c)(i)條提供的泊車位，除了供《道路交通條例》及任何據以訂立的規例及任何修訂法例所界定、並屬於該地段上所建或將建的一棟或多棟建築物的住戶或佔用人以及其真正賓客、訪客或獲邀人士的殘疾人士停泊車輛外，不得作任何其他用途，所述泊車位尤其不得用於存放、陳列或展覽車輛作銷售或其他用途。

13. 批地文件特別條件第(6)(d)(i)條規定，該地段內須提供令署長滿意的程度，停泊根據《道路交通條例》及任何據以訂立的規例及任何修訂法例領有牌照的電單車所用的泊車位，而除非署長同意另一比率，比率須如下所述；

(I) 根據批地文件特別條件第(6)(a)(i)條而須提供的住宅泊車位總數的10%（以下簡稱為「住宅電單車泊車位」）；
(II) 根據批地文件特別條件第(6)(b)(i)(I)條而須提供的泊車位總數的10%；及
(III) 根據批地文件特別條件第(6)(b)(i)(II)條而須提供的泊車位總數的10%；

惟若然所提供泊車位的數目並非整數，則須調高至下一個整數。

14. 批地文件特別條件第(6)(d)(ii)條規定，除停泊根據《道路交通條例》及任何據以訂立的規例及任何修訂法例領有牌照、並屬於該地段上所建或將建的一棟或多棟建築物的住宅單位住戶以及其真正賓客、訪客或獲邀人士的電單車外，住宅電單車泊車位不得作任何其他用途，所述泊車位尤其不得用於存放、陳列或展覽車輛作銷售或其他用途。

15. 批地文件特別條件第(6)(d)(iii)條規定，除停泊根據《道路交通條例》及任何據以訂立的規例及任何修訂法例領有牌照、並屬於該地段上為批地文件特別條件第(6)(i)(I)及(6)(b)(i)(II)條分別所訂明用途所建或將建的一棟或多棟建築物的佔用人以及其真正賓客、訪客或獲邀人士的電單車外，根據批地文件特別條件第(6)(d)(i)(II)及(6)(d)(i)(III)條提供的泊車位不得作為任何其他用途，所述泊車位尤其不得用於存放、陳列或展覽車輛作銷售或其他用途。

16. 批地文件特別條件第(6)(e)(i)(I)條規定，除按照批地文件特別條件第(6)(e)(i)(II)條由機械式泊車系統提供的泊車位外，每個根據批地文件特別條件第(6)(a)及(b)條提供的泊車位須闊2.5米、長5.0米，淨空高度至少須達2.4米。

17. 批地文件特別條件第(6)(e)(i)(II)條規定，根據批地文件特別條件第(6)(a)及(b)條提供的泊車位可容納於機械式泊車系統，惟每個機械式泊車系統不得有多於兩層垂直架設以不同水平停泊車輛的機架，所述機械式泊車系統的尺寸及位置須先經署長書面批准。

18. 批地文件特別條件第(6)(e)(ii)條規定，每個根據批地文件特別條件第(6)(c)條提供的泊車位須闊3.5米、長5.0米，淨空高度至少須達2.4米。

19. 批地文件特別條件第(6)(e)(iii)條規定，每個根據批地文件特別條件第(6)(d)條提供的泊車位須闊1.0米、長2.4米，淨空高度至少須達2.4米或署長可能批准的其他最低通行高度。

20. 批地文件特別條件第(10)條規定，承授人須自費並以達致署長滿意的程度，建造及保養署長認為需要以阻截及分流落入或流入該地段的所有雨洪或雨水至最近的河道、集水井、溝渠或政府雨水渠的排水渠及溝渠，不論位於該地段邊界或政府土地亦然；承授人須就雨洪或雨水所致的任何損害或滋擾所引起的一切訴訟、申索及索求單獨負上責任及向政府及其人員作出彌償。

21. 批地文件特別條件第(11)條規定，承授人、其受僱人或代理人對任何該地段內或毗鄰的明渠、污水渠、雨水渠、總水管或其他政府財產所造成的任何損害或妨礙，須由政府作出補救，費用則由承授人承擔；有關應繳的金額須由承授人應要求向政府支付。

22. 批地文件特別條件第(12)條規定，連接任何該地段至政府雨水渠及污水渠（當已鋪設及啓用）的排水渠及污水渠的工程可由署長進行，惟署長無須就由之而致的任何損失或損害向承授人負上責任；承授人須應要求向政府支付該等連接工程的費用。所述連接工程亦可由承授人自費進行，以令署長滿意，在此情況下，政府土地內建造的所述連接工程的任何部分則須由承授人自費保養並按要求由承授人交予政府，以作日後的保養，並由政府承擔有關費用；承授人須應要求向政府支付有關所述連接工程的技術審核費。如承授人未能保養政府土地內建造的所述連接工程的任何部分，署長可進行其視為必需的保養工程，而承授人須應要求向政府支付該等工程的費用。

23. 批地文件特別條件第(19)條規定，承授人須在各方面遵從批地文件的條件及香港特別行政區現行或可能在任何時間有效的有關建築、衛生及規劃的所有條例、附例及規例，以透過在該地段上興建一棟或多棟建築物發展該地段；該等一棟或多棟建築物須於2016年6月30日或之前建成及使其適宜佔用。

24. 批地文件特別條件第(20)條規定，未經署長事先書面同意，不得移走或干擾在該地段之上或與之毗鄰的樹木；在給予同意時，署長可就移植、補償美化或重植加入其視為適合的條件。

25. 批地文件特別條件第(21)條規定，承授人須自費在並無建築的該地段及平台（如有）的任何部分進行環境美化及種植樹木及灌木，及其後保養及保持其於安全、清潔、整齊、整潔及健全的狀況，以令署長滿意。

26. 批地文件特別條件第(22)條規定，受限於批地文件的條件，該地段或其任何部分發展或重新發展（此詞僅指批地文件一般條件第10條所預期進行的重新發展）後，任何於該地段上所建或將建的一棟或多棟建築物須在各方面符合《建築物條例》及任何據以訂立的規例及任何修訂法例；沒有一棟或多棟並非在各方面均符合《城市規劃條例》及任何據以訂立的規例及任何修訂法例的建築物可建築於該地段或其任何部分或批地文件的條件所指明的地段以外的任何一個或多個地方以上，亦沒有任何並非在各方面均符合《城市規劃條例》及任何據以訂立的規例及任何修訂法例的發展或使用可於該地段或其任何部分、或批地文件的條件所指明的地段以外的任何一個或多個部分進行。

27. 批地文件特別條件第(32)(a)條規定，於該地段內須提供泊車位，以令署長滿意：

    (i) 就貨車裝卸而言，該地段上所建或將建的一棟或多棟建築物的每800個住宅單位或其部分須設置一個泊車位，或署長批准的其他比率，惟該地段上所建或將建的每棟住宅大廈須設置至少一個上落貨車位，而該上落貨車位須毗鄰或在每棟住宅大廈之內；
    (ii) 就車輛（包括的士）乘客上落之用的停車處而言，該地段上所建或將建的一棟或多棟大廈作辦公用途的建築面積的每20,000平方米或其部分須設置一個泊車位。

28. 批地文件特別條件第(32)(b)(i)規定，每個根據批地文件特別條件第(32)(a)(i)條提供的泊車位須闊3.5米、長7.0米，淨空高度至少須達3.6米。除作與批地文件所提述的一棟或多棟建築物相關的貨車裝卸之用外，該等泊車位不得作為任何其他用途。

29. 批地文件特別條件第(32)(b)(ii)規定，每個根據批地文件特別條件第(32)(a)(ii)條提供的泊車位須闊2.5米、長5.0米，淨空高度至少須達2.4米。除與該地段上所建或將建的一棟或多棟建築物相關而作辦公之用的車輛（包括的士）乘客上落外，該等泊車位不得作為任何其他用途。

30. 批地文件特別條件第(36)條規定，按照批地文件特別條件第(32)條於該地段內提供的泊車位，須指明為及構成公用地方的一部分。

31. 批地文件特別條件第(33)(a)條規定，即使有批地文件特別條件第(6)(a)(i)條及特別條件第(6)(b)(i)條的規定，承授人亦可增加或減少根據批地文件特別條件第(6)(a)(i)條及特別條件第(6)(b)(i)條而分別須提供的泊車位數目不多於5%，惟所增加或減少的泊車位總數不得超過50個。

32. 批地文件特別條件第33(b)條規定，在批地文件特別條件第(33)(a)條所規定數目之上，承授人可增加或減少根據批地文件特別條件第(6)(a)(i)條及特別條件第(6)(d)(i)(I)條而分別須提供的泊車位（不計批地文件特別條件第(33)(a)條中計算出的泊車位）不多於5%。

F. 對買方造成負擔的租用條件：—

1. 批地文件特別條件第(3)(a)條規定，為了或涉及形成、平整或發展該地段或其任何部分、或承授人須根據批地文件的條件而須進行的任何其他工程、或為任何其他目的，而作出或已作出的任何挖除、移除或移後任何土地、或任何堆高或堆填工程或任何類型的斜坡整理工程，則不論是否已得署長事先書面同意，亦不論位於該地段抑或任何政府土地，承授人須自費進行及建造於當時或之後可能或其後任何時間必需的斜坡整理工程、擋土牆或其他支撐、保護、排水或輔助或其他工程，以保護及支撐該地段內的土地以及任何毗鄰或鄰近的政府或租賃土地，並避免及防止任何日後發生倒塌、山泥傾瀉或地陷的危險。承授人須於在批地文件同意的批地年期內的所有時間，自費保養所述土地、斜坡整理工程、擋土牆或其他支撐、保護、排水或輔助或其他工程，使其修葺狀況處於良好堅固，以達致署長滿意的程度。

2. 批地文件特別條件第(3)(c)條規定，倘若由於或產生自任何形成、平整或發展或承授人進行的其他工程或任何其他原因，導致於任何時間發生任何倒塌、山泥傾瀉或地陷，不論在或由地段或任何毗鄰或鄰近的政府或租賃土地，承授人須自費就此進行復原及修復工程，以令署長滿意，並須就所有通過或由於該倒塌、山泥傾瀉或地陷而須或可能產生、蒙受或招致的各種費用、收費、損害賠償、索求及申索，向政府、其代理人及承建商作出彌償。

3. 批地文件特別條件第(3)(d)條規定，除了批地文件內由於違反任何批地文件的條件所規定的任何其他權利或補救外，署長有權向承授人發出書面通知，要求承授人進行、建造及保養所述土地、斜坡整理工程、擋土牆或其他支撐、保護、排水或輔助或其他工程，或就任何倒塌、山泥傾瀉或地陷進行復原及修復工程；如承授人忽略或未能於該通知內指定的時間內遵守該通知，以令署長滿意，署長可隨即執行及進行任何必要的工程，而承授人須應要求向政府償還有關費用以及任何行政及專業費用與收費。

4. 批地文件特別條件第(4)(a)條規定，如該地段或受該地段的任何發展項目影響的其他地方的泥土、廢土、廢料、建築廢料或建築物料（以下簡稱為「廢料」）受侵蝕、沖下或棄置於公眾巷或道路之上或路旁暗渠、前濱或海牀、污水渠、雨水渠或明渠或其他政府財產（以下簡稱為「政府財產」）之內或之上，承授人須自費清理政府財產上的廢物以及就對政府財產所造成的任何損害作出補償。就該等侵蝕、沖下或棄置對私人財產所致的任何損害或滋擾所引起的一切訴訟、申索及索求，承授人須向政府作出彌償。

5. 批地文件特別條件第(4)(b)條規定，即使批地文件特別條件第(4)(a)條另有規定，署長亦可（惟並無責任）按承授人的要求清理政府財產上的廢物以及對所造成的任何損害作出補償，而承授人須應要求向政府支付因而產生的費用。

6. 批地文件特別條件第(5)條規定，承授人須時刻（尤其是進行建築、保養、翻新或維修工程（以下簡稱為「該等工程」）時）採取或促使採取一切恰當且足夠的謹慎、技考及預防措施，以避免對任何該地段或其任何部分之內、之上、之下或毗鄰的政府或其他現有排水渠、水路或水道、總水管、道路、行人徑、街道設施、污水渠、明渠、喉管、電纜、電線、公用服務或任何其他工程或裝設（以下統稱為「該等服務」）造成任何損害、干擾或阻礙。進行任何該等工程前，承授人須進行或促使進行可能必需的恰當調查及查詢，以確定該等服務的現有位置及所處水平，並須就處理任何可能會受該等工程影響的該等服務在各方面向署長提交書面建議，以待批准，且不得進行任何類型的工程，直至署長就該等工程及該等所述建議書給予書面批准。承授人須遵從並自費達致署長於批予所述許可時可能就該等服務訂明的任何要求，包括任何必需的改道、重鋪或修復的費用。就因該等工程以任何方式而對該地段或任何該等服務產生的任何損害、干擾或阻礙（除明渠、污水渠、雨水渠或總水管的相關修復須由署長進行，除非署長另有選擇，承授人須應要求向政府支付該等工程的費用），承授人須自費在各方面作出維修、修復及復原至令署長滿意。如承授人未能對該地段或其任何部分或任何該等服務進行任何必需的改道、重鋪、維修、修復及復原至令署長滿意，署長可進行任何其認為必需的改道、重鋪、維修、修復或復原，而承授人則須應要求向政府支持該等工程的費用。

7. 批地文件特別條件第(10)條規定，承授人須自費並以達致署長滿意的程度，建造及保養署長認為需要以阻截及分流落入或流入該地段的所有雨洪或雨水至最近的河道、集水井、溝渠或政府雨水渠的排水渠及溝渠，不論位於該地段邊界或政府土地亦然；承授人須就雨洪或雨水所致的任何損害或滋擾所引起的一切訴訟、申索及索求單獨負上責任及向政府及其人員作出彌償。

8. 批地文件特別條件第(11)條規定，承授人、其受僱人或代理人對任何該地段內或毗鄰的明渠、污水渠、雨水渠、總水管或其他政府財產所造成的任何損害或妨礙，須由政府作出補救，總費用則由承授人承擔；有關應繳的金額須由承授人應要求向政府支付。

9. 批地文件特別條件第(12)條規定，連接任何該地段至政府雨水渠及污水渠（當已鋪設及啓用）的排水渠及污水渠的工程可由署長進行，惟署長無須就由之而致的任何損失或損害向承授人負上責任；承授人須應要求向政府支付該等連接工程的費用。所述連接工程亦可由承授人自費進行，以令署長滿意，在此情況下，政府土地內建造的所述連接工程的任何部分則須由承授人自費保養並按要求由承授人交予政府，以作日後的保養，並由政府承擔有關費用；承授人須應要求向政府支付有關所述連接工程的技術審核費。如承授人未能保養政府土地內建造的所述連接工程的任何部分，署長可進行其視為必需的保養工程，而承授人須應要求向政府支付該等工程的費用。

10. 批地文件特別條件第(21)條規定，承授人須自費在並無建築的該地段及平台（如有）的任何部分進行環境美化及種植樹木及灌木，及其後保養及保持其於安全、清潔、整齊、整潔及健全的狀況，以令署長滿意。

11. 批地文件特別條件第(24)(a)條規定，承授人可在該地段內建設、建造及提供署長書面批准的康樂設施及其配套設施（以下簡稱為「該等設施」）。該等設施的類型、尺寸、設計、高度及佈局須經署長事先書面批准。

12. 批地文件特別條件第(24)(b)條規定，就計算批地文件特別條件第(22)(c)(i)條訂明的整體樓面總面積而言，按照批地文件特別條件第(24)(a)條，為一棟或多棟在該地段所建或將建住宅樓宇的全部住戶及其真正訪客的共同使用及享用而於該地段內提供的該等設施的任何部分，不得納入計算之內。依署長的意見並非作該用途的該等設施的餘下部分，則須計入該等計算當中。

13. 批地文件特別條件第(24)(c)條規定，如依據批地文件特別條件第(24)(b)條，該等設施的任何部分獲豁免計入整體樓面總面積（以下簡稱為

「獲豁免設施」）：—

(i) 獲豁免設施須指定為並構成批地文件特別條件第(29)(a)(v)條所提述的公用地方；及

(ii) 承授人須自費保養獲豁免設施修葺狀況良好堅固，並須運作獲豁免設施，以令署長滿意；及

(iii) 獲豁免設施須僅供一棟或多棟在該地段內所建或將建的住宅樓宇住戶及其真正訪客所用，任何其他一位或多位人士均不得使用。

14. 批地文件特別條件第(31)條規定，該地段發展或重新發展時，可允許建有建築車輛進入該地段的臨時通道，位置由署長訂明，並須受其所訂明的條件所限。發展或重新發展完畢後，承授人須自費在署長指明的時限內，復原建有臨時通道的一個或多個地方，以在各方面令署長滿意。

15. 批地文件特別條件第(39)(a)條規定，如批地文件的條件規定政府或其授權人員（為代表承授人或因承授人未得進行該等工程或基於其他因由）須或可於該地段或其任何部分或該地段外進行任何類型的工程，而費用由承授人承擔，或承授人須應要求向政府或其妥為授權人員支付或償還該等工程的費用，則費用須包括政府或其妥為授權人員釐定的監工費及經常性費用。

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

Not Applicable

不適用

WARNING TO PURCHASERS
對買方的警告

(a) 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.

(b) 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.

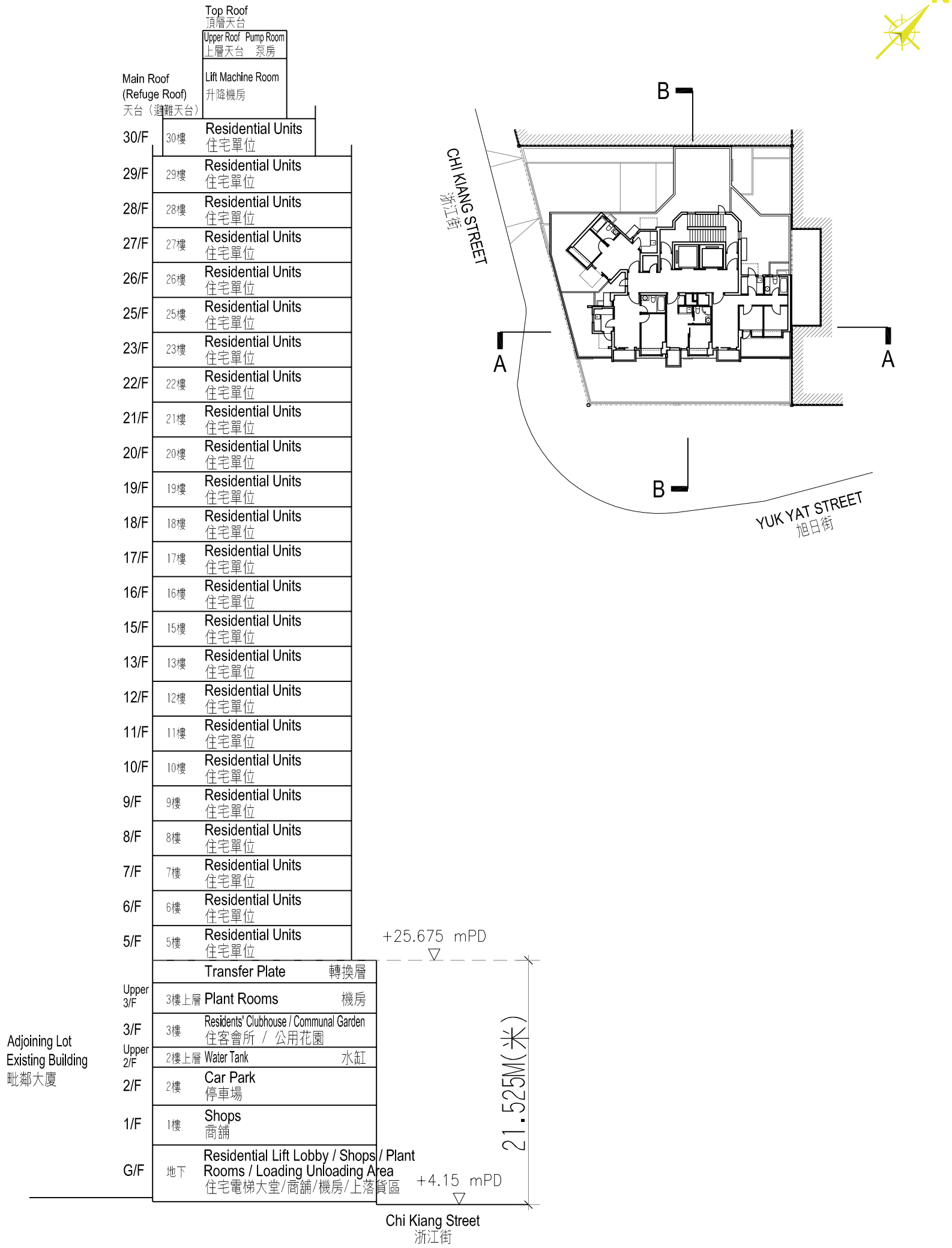
(c) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser-
   (i) that firm may not be able to protect the purchaser's interests; and
   (ii) the purchaser may have to instruct a separate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

(a) 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。

(b) 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。

(c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突 -
   (i) 該律師事務所可能不能夠保障買方的利益 ; 及
   (ii) 買方可能要聘用一間獨立的律師事務所 ; 及
   (iii) 如屬 (c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT
發展項目中的建築物的橫截面圖

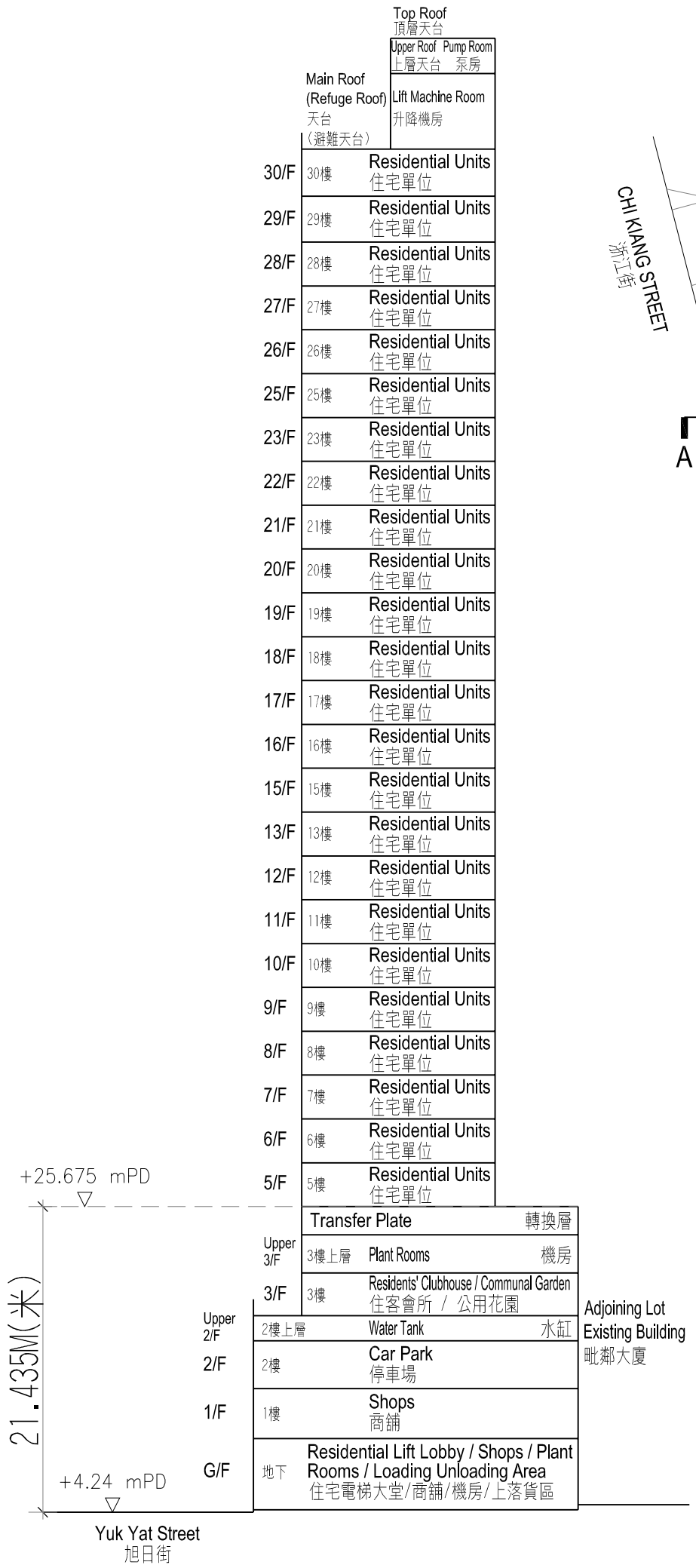


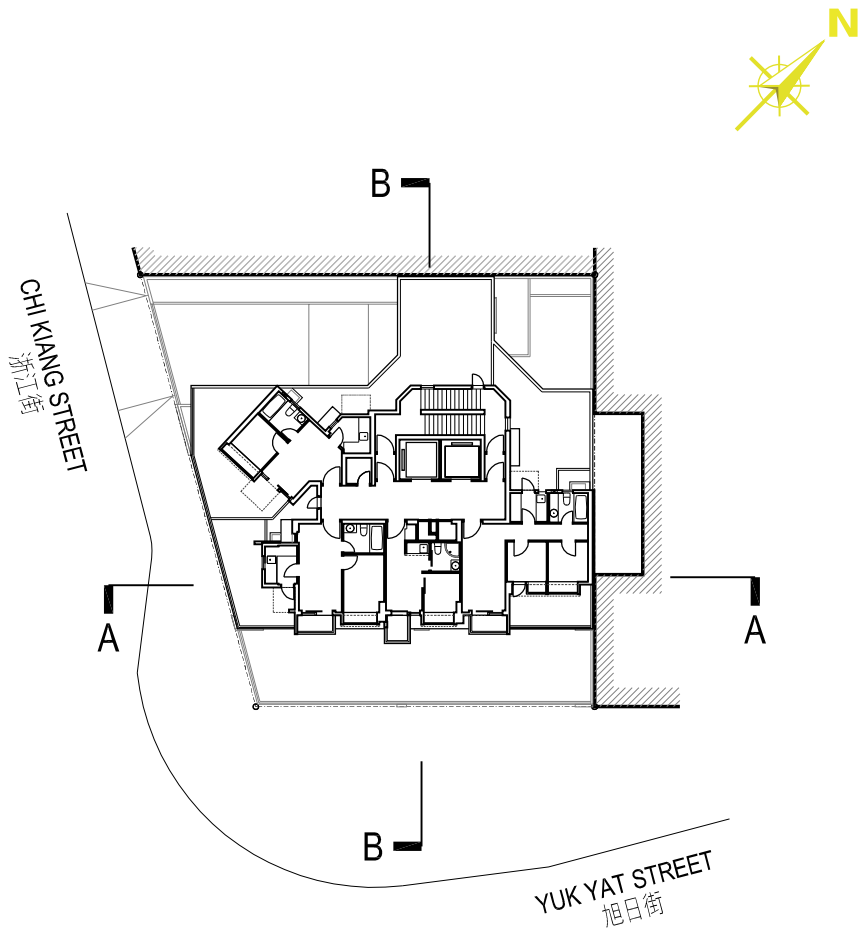
CROSS-SECTION PLAN A
橫截面圖A

Remarks:
1. Dotted line denotes the lowest residential floor.
2. ▽Height in metres above Hong Kong Principal Datum (HKPD). The part of Chi Kiang Street adjacent to the building is 4.15 metres above the Hong Kong Principal Datum.

備註：
1. 虛線為最低住宅樓層水平。
2. ▽香港主水平基準以上高度（米）。毗鄰建築物的一段浙江街為香港水平基準以上4.15米。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT
發展項目中的建築物的橫截面圖



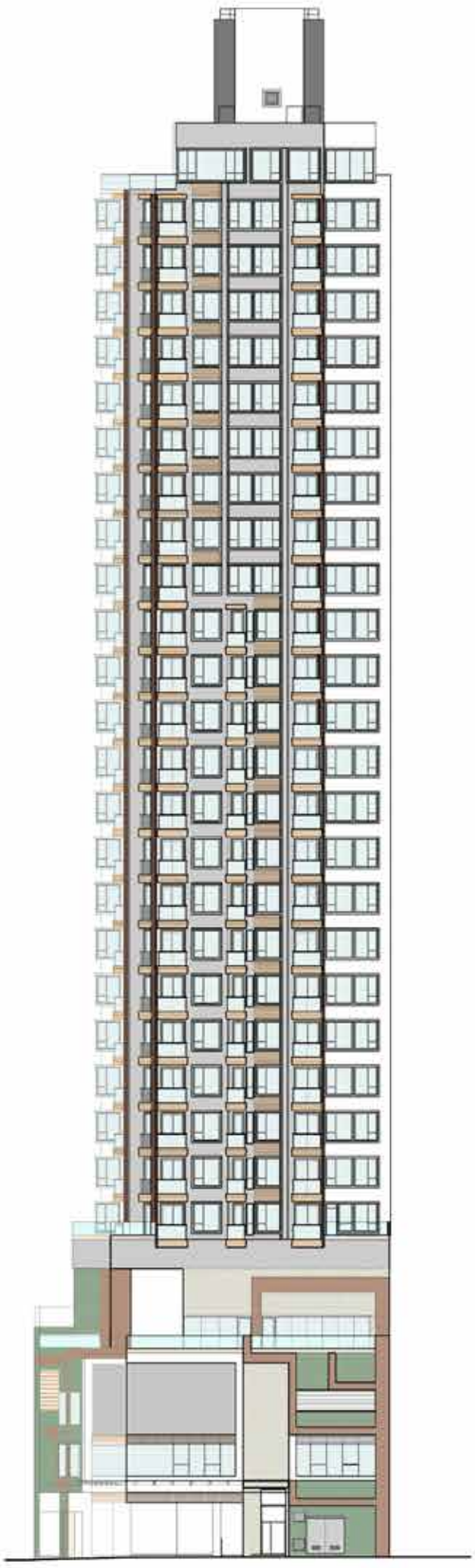


CROSS-SECTION PLAN B
橫截面圖B

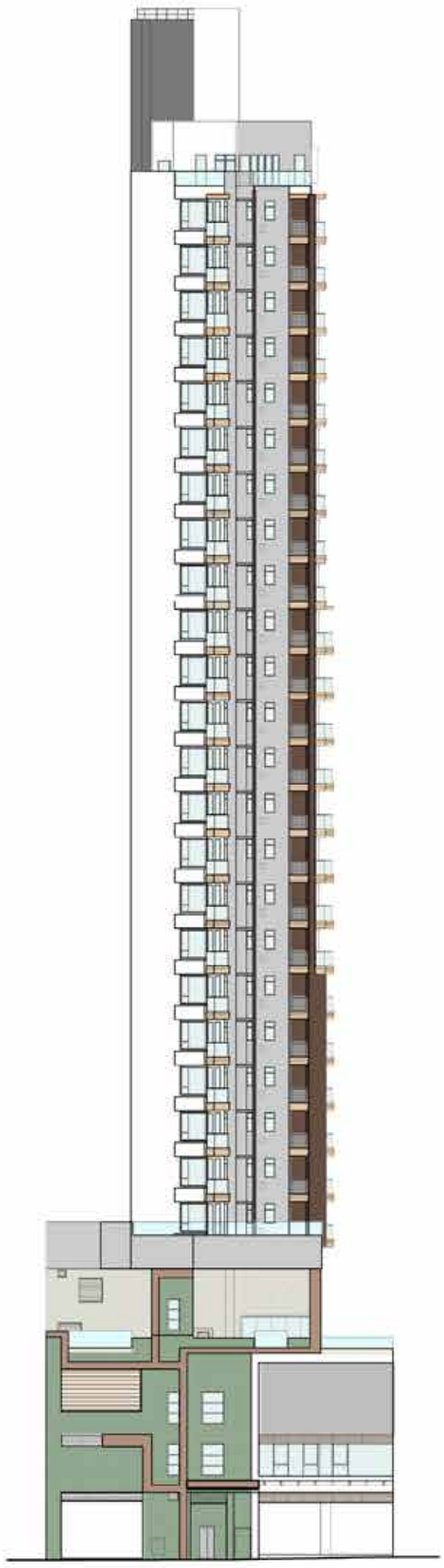
Remarks:
1. Dotted line denotes the lowest residential floor.
2. ▽Height in metres above Hong Kong Principal Datum (HKPD). The part of Yuk Yat Street adjacent to the building is 4.24 metres above the Hong Kong Principal Datum.

備註：
1. 虛線為最低住宅樓層水平。
2. ▽香港主水平基準以上高度（米）。毗鄰建築物的一段旭日街為香港水平基準以上4.24米。

ELEVATION PLAN
立面圖



SOUTH-EAST ELEVATION
東南面平面圖

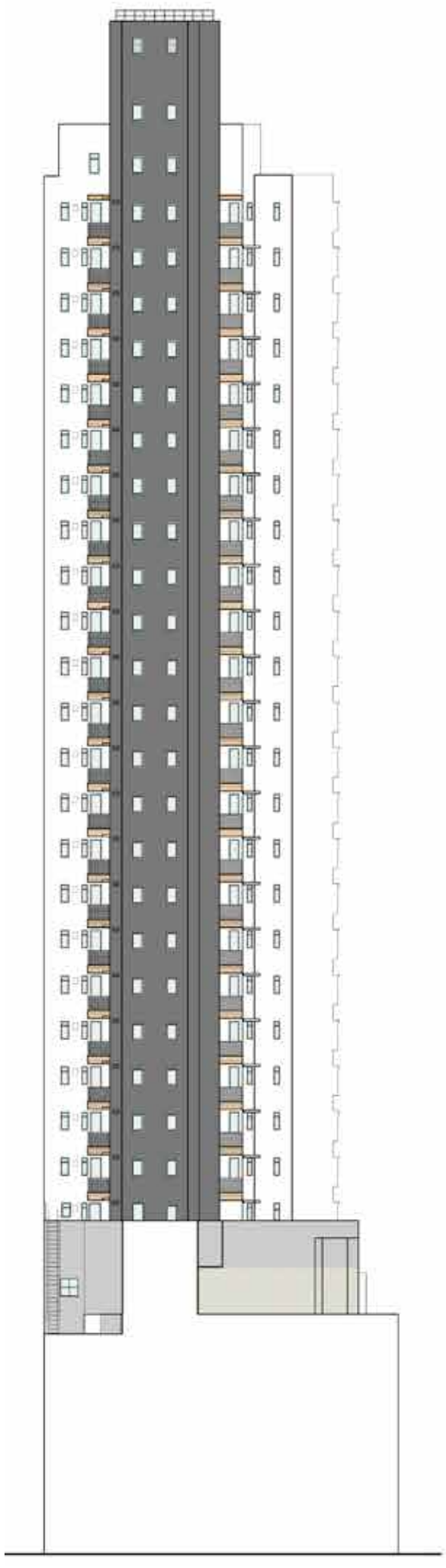


SOUTH-WEST ELEVATION
西南面平面圖

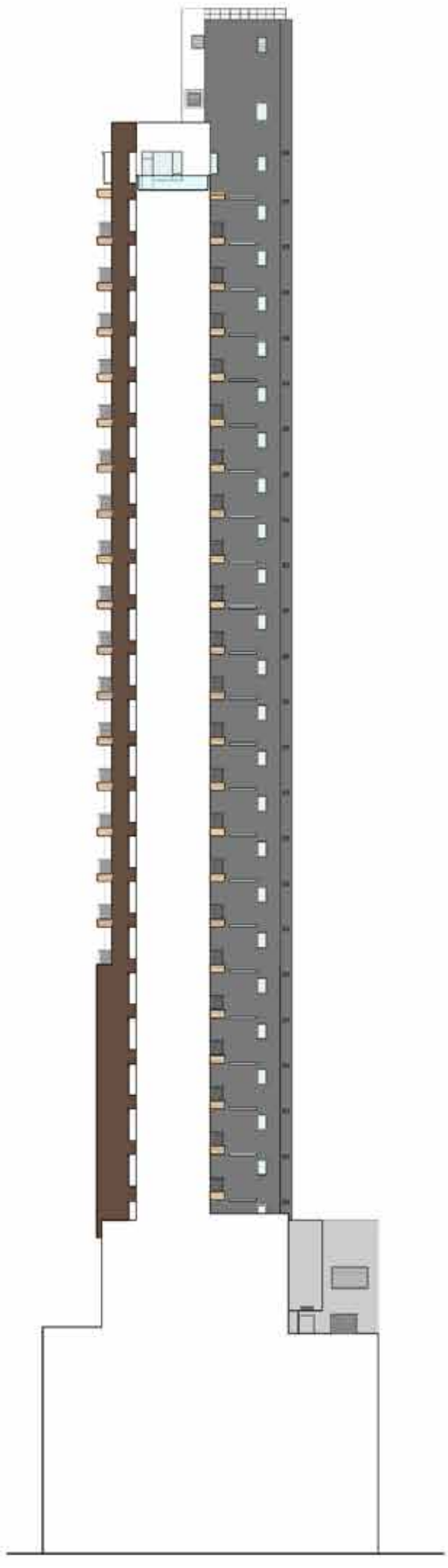
Remarks:
1. It has been certified by the Authorized Person for the Development that the elevations:
   (a) are prepared on the basis of the approved building plans for the Development as of 28th March 2014; and
   (b) are in general accordance with the outward appearance of the Development.

備註：
1. 發展項目的認可人士已經證明該等立面：
   (a) 以2014年3月28日的情況為準的發展項目的經批准的建築圖則為基礎擬備及
   (b) 大致上與發展項目的外觀一致。

ELEVATION PLAN
立面圖



NORTH-WEST ELEVATION
西北面平面圖



NORTH-EAST ELEVATION
東北面平面圖

Remarks:
1. It has been certified by the Authorized Person for the Development that the elevations:
   (a) are prepared on the basis of the approved building plans for the Development as of 28th March 2014; and
   (b) are in general accordance with the outward appearance of the Development.

備註：
1. 發展項目的認可人士已經證明該等立面：
   (a) 以2014年3月28日的情況為準的發展項目的經批准的建築圖則為基礎擬備及
   (b) 大致上與發展項目的外觀一致。

INFORMATION ON COMMON FACILITIES IN THE DEVELOPMENT
發展項目中的公用設施的資料

Category of Common Facilities 公用設施的類別		Covered area 有蓋範圍 square metre (square feet) 平方米 (平方呎)	Uncovered area 無蓋範圍 square metre (square feet) 平方米 (平方呎)
Residents' clubhouse (including any recreational facilities for residents' use)	住客會所 (包括供住客使用的任何康樂設施)	179.483 (1932)	Nil
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise)	位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱)	Nil	Nil
Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise)	位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱)	74.474 (802)	177.298 (1908)

Remarks:
Areas in square metres as specified in the above are based on 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 off to nearest square feet.

備註：
上述以平方米顯示之面積均以發展項目的最新經批准的建築圖則為基礎。上述以平方呎顯示之面積依據 1平方米 =10.764平方呎換算，並四捨五入至整數平方呎。

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT
閱覽圖則及公契

1. Copies of the outline zoning plans relating to the Development are available at: http://www.ozp.tpb.gov.hk.

2. A copy of every deed of mutual covenant that has been executed in respect of the specified residential property is available for inspection free of charge at the place at which the specified residential property is offered to be sold.

1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 http://www.ozp.tpb.gov.hk。

2. 關於指明住宅物業的每一已簽立公契的文本存放在指明住宅物業的售樓處，以供免費閱覽。

FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

1. Exterior Finishes	
Item	Description
(a) External Wall	Podium is finished with artificial granite tile, aluminum cladding, glass wall and stoneface spray paint. Tower is finished with unglazed tile.
(b) Window	Aluminum window frames and tinted glass for windows in Living rooms, Bedrooms and Kitchens. Aluminum window frames and obscured glass for windows in Bathrooms.
(c) Bay Window	Bay window sills are finished with natural stone. Bay windows are finished with aluminum window frame with glazing.
(d) Planter	Planters are finished with natural stone and artifical granite tile, and stoneface spray paint.
(e) Verandah or Balcony	Covered balcony fitted with glass balustrade. Floor of balcony is finished with homogeneous tiles. Wall of balcony is finished with unglazed tile. Ceiling of balcony is finished with paint. There is no verandah.
(f) Drying Facilities for Clothing	Height adjustable ceiling mounted aluminium drying rack is provided at balcony.

2. Interior Finishes	
Item	Description
(a) Lobby	Floor is finished with marble. Walls are finished with Starfon™. False ceiling is finished by gypsum board with emulsion paint.
(b) Internal Wall and Ceiling	Living room, dining room and Bedrooms: Plastered and painted with emulsion paint where exposed. Corridor: Gypsum board false ceiling with emulsion paint.
(c) Internal Floor	Living room, dining room and Bedrooms: Natural stone tile and timber flooring with timber skirting.
(d) Bathroom	Wall: Artificial granite tile (and mirror for 5/F-13/F, 15/F-23/F, 25/F-30/F Flat A only) to exposed surface up to false ceiling level. Ceiling: Aluminum panels false ceiling. Floor: Artificial granite tile for exposed surface.
(e) Kitchen	Wall (except for open kitchen): Ceramic tiles and stainless steel panels to exposed surface between the artificial stone cooking bench and cabinets up to false ceiling level. Ceiling (except for open kitchen): Aluminum panels false ceiling. Floor (except for open kitchen): Homogeneous tiles to exposed surface. Artificial stone cooking bench.

3. Interior Fittings	
Item	Description
(a) Doors	Entrance: Solid-core wood veneered wooden door with magic eye viewer and door lock is provided. Kitchen: Solid-core wood veneered wooden door with glass fitted with door lock. (No door for open kitchens) Bathroom: Hollow-core wood veneered wooden door with louver fitted with door locks. Bedroom: Hollow-core wood veneered wooden door fitted with door locks. Balcony: Sliding glass door with aluminum door frame with lockset. Utility Platform : Glass door with aluminum door frame with lockset.
(b) Bathroom	Vitreous china water closet. Vitreous china wash basin with artificial stone countertop. Vitreous china bath tub (size: 1400mm L x 700mm W x 390mm H) fitted with chrome plated shower set, chrome plated bath mixer for the following units: Bathroom of Flat A & C on 5/F – 13/F, 15/F – 23/F, 25/F – 30/F Bathroom 2 of Flat B on 20/F – 23/F, 25/F – 29/F Bathroom of Flat D on 5/F – 13/F, 15/F – 19/F Vitreous china shower cubicle fitted with glass door, metal handle and chrome plated shower panel for the following units: Bathroom of Flat B on 5/F- 13/F, 15/F – 19/F Bathroom 1 of Flat B on 20/F – 23/F, 25/F – 29/F Accessories include glass mirror, chrome plated paper holder, and chrome plated towel holder. See “Water Supply” below for type and material of water supply system.
(c) Kitchen	Kitchen(except for open kitchen): Fitted with timber cabinet finished with plastic laminated veneer and aluminum handle and artificial stone countertop, stainless steel sink, chrome plated mixer, microwave oven, double door refrigerator, exhaust hood, gas cooker hob and 2-in-1 washer/dryer are provided. Open kitchen: Fitted with wood veneer timber cabinet with aluminum handle and artificial stone countertop, stainless steel sink, chrome plated mixer, microwave oven, single door refrigerator, exhaust hood, induction cooker-hob and 2-in-1 washer/dryer are provided. For appliances provision, brand names and model numbers, please refer to “Appliances Schedule”.
(d) Bedroom	No fittings
(e) Telephone	Please refer to “Mechanical and Electrical Provisions Plans” and “Schedule of Mechanical and Electrical Provisions” for location and number of connection points.

FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

3. Interior Fittings	
Item	Description
(f) Aerials	Please refer to "Mechanical and Electrical Provisions Plans" and "Schedule of Mechanical and Electrical Provisions" for location and number of connection points.
(g) Electrical Installations	Electrical switches and socket outlets with concealed conduits are provided in Living room, Dining room and Bedrooms. Single-phase (for Flat A, C, D at 5/F-13/F, 15/F-19/F and all flats at 20/F-23/F, 25/F-29/F) or three-phase (for Flat B at 5/F-13/F, 15/F-19/F and Flat A at 30/F) electricity supply with miniature circuit breakers distribution boards are provided. Split-type air-conditioners and power points are provided in Living room, Dining room and Bedrooms. (Please refer to "Mechanical and Electrical Provisions Plans" and "Schedule of Mechanical and Electrical Provisions" for location and number of connection points.)
(h) Gas Supply	Gas supply and Temperature-modulated Water Heater for the following units: Bathroom of Flat A&D on 5/F-13/F, 15/F-19/F Bathroom of Flat A &C on 20/F-23/F, 25/F-29/F Gas supply and Temperature-modulated Circulating Water Heater for the following units: Kitchen of Flat C on 5/F-13/F, 15/F-19/F Kitchen of Flat B on 20/F-23/F, 25/F-29/F Bathroom 2 of Flat A on 30/F Town Gas Meter and Gas cooker-hob for following units: Kitchen of Flat A, C, D on 5/F-13/F, 15/F-19/F Kitchen of Flat A, B, C on 20/F-23/F, 25/F-29/F Kitchen of Flat A on 30/F (Please refer to Mechanical and Electrical Provisions for location) Flats with Open Kitchen do not have gas supply in Kitchen.
(i) Washing Machine Connection Point	Washing machine connection point is located inside the Kitchen. Water point of a design of 15mm in diameter and drain point of a design of 40mm in diameter are provided for washing machine in the Kitchen. (Please refer to "Mechanical and Electrical Provisions Plans" for location.)
(j) Water Supply	Copper pipes are used for cold and hot water supply system. UPVC pipes are used for flushing water system. Water pipes are concealed in part and exposed in part*. Hot water is available. *Exposed water pipes are placed behind false ceiling and/or bulkhead and/or enclosed by cabinets.

4. Miscellaneous	
Item	Description
(a) Lifts	One "Sigma" passenger lift serving G/F-3/F, 5/F-13/F, 15/F-23/F, 25/F-30/F. One "Sigma" passenger lift serving G/F, 1/F, 3/F, 5/F-13/F, 15/F-23/F, 25/F-30/F. One "Sigma" passenger lift serving G/F-2/F. One "Sigma" car lift serving G/F and 2/F.
(b) Letter Box	Metal letter box is provided on G/F main lobby.
(c) Refuse Collection	Refuse room is provided at G/F for collection of refuse by cleaners and removal by refuse vehicle.
(d) Water Meter, Electricity Meter and Gas Meter	Separate meters of water and electricity for all individuals are provided in common water meter room and electric meter room. (Please refer to "the Floor Plans of Residential Properties of the Development" for the location of the water meter room and electric meter room.) Separate gas meter is provided within each unit. (Please refer to "Mechanical and Electrical Provision Plans" for location of gas meters)

5. Security Facilities
Security equipment: Panic alarm is provided in each residential unit near the entrance. "Octopus" reader for access control at the domestic main entrance. Security system: Access control and CCTV system are provided at the domestic main entrance lobby.

6. Appliances
For brand name and model no. of appliances, please refer to "Appliances Schedule".

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

FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

`1. 外部裝修物料	
細項	描述
(a) 外牆	基座外牆鋪砌人造石、金屬鋁板、玻璃幕牆及石頭漆。住宅大廈外牆鋪砌瓦仔。
(b) 窗	客廳、睡房及廚房選用鋁質窗框配顏色玻璃。浴室選用鋁質窗框配磨沙玻璃。
(c) 窗台	窗台鋪砌天然石及瓦仔。玻璃窗選用鋁質窗框。
(d) 花槽	花槽以天然石、人造石及石頭漆鋪砌。
(e) 陽台或露台	有蓋露台裝設玻璃欄杆；地台鋪砌過底磚；牆身鋪砌瓦仔；選用油漆天花。 無陽台。
(f) 乾衣設施	露台設有可調較高度之鋁晒晾乾衣設備。

2. 室內裝修物料	
細項	描述
(a) 大堂	地台鋪砌雲石，牆身鋪砌星銑 ™，另有裝飾石膏板假天花掃乳膠漆。
(b) 內牆 及天花板	客廳、飯廳及睡房內牆及天花板外露部分用批盪塗上乳膠漆。室內走廊天花選用石膏板假天花掃乳膠漆。
(c) 內部地板	客廳、飯廳及睡房地台鋪砌天然石及木地板連木腳線。
(d) 浴室	浴室牆身外露部分鋪砌人造石 (及飾鏡只適用於 5樓至 13樓，15樓至 23樓，25樓至 30樓 A單位)至假天花； 浴室選用鋁板假天花； 浴室地台外露部分鋪砌人造石。
(e) 廚房	牆身 (開放式廚房除外)： 牆身外露部分鋪砌瓷磚至假天花；牆身鋪砌不銹鋼板於人造石煮食檯面及懸掛式廚櫃之間的外露部分。 天花 (開放式廚房除外)： 選用鋁板假天花； 地台 (開放式廚房除外)： 地台外露部分鋪砌過底磚。 煮食檯面 : 選用人造石煮食檯面。

3. 室內裝置	
細項	描述
(a) 門	大門選用實心木面木門配門鎖及防盜眼。 廚房門選用實心木面木門配門鎖並鑲有玻璃。(開放式廚房沒有門) 浴室門選用空心木面木門配門鎖及百葉。 睡房門選用空心木面木門配門鎖。 露台選用玻璃趟門配鋁門框。裝有門鎖。 工作平台選用玻璃門配鋁門框。裝有門鎖。
(b) 浴室	搪瓷坐廁。搪瓷面盆配雲石檯面。 搪瓷浴缸 (1400毫米長 x 700毫米寬 x 390毫米高)只限 A單位(5樓至 13樓，15樓至 23樓，25樓至 30樓)，B單位(20樓至 23樓二號浴室，25樓至 29樓二號浴室)，C單位 (5樓至 13樓，15樓至 23樓，25樓至 29樓)，D單位(5樓至 13樓，15樓至 19樓)或搪瓷企缸 (只限 B單位 (5樓至 13樓，15樓至 19樓，20樓至 23樓一號浴室，25樓至 29樓一號浴室))配手提鍍鉻花灑及鍍鉻浴缸水龍頭。5樓至 13樓，15樓至 19樓，20樓至 23樓一號浴室，25樓至 29樓一號浴室設有淋浴間配玻璃門、金屬手柄及手提花灑。 浴室配件包括玻璃鏡、廁紙架及毛巾架。 供水系統的類型及用料見下文「供水」一欄。
(c) 廚房	廚房 (開放式廚房除外): 木製廚櫃採用木紋飾面連鋁質金屬手柄及人造石檯面連不銹鋼洗滌盆及鍍鉻冷熱水龍頭，另設微波爐，雙門雪櫃，抽油煙機、煮食爐、二合一洗衣乾衣機。 開放式廚房 : 木製廚櫃採用木紋飾面連鋁質金屬手柄及人造石檯面連不銹鋼洗滌盆及鍍鉻冷熱水龍頭，另設微波爐，單門雪櫃，抽油煙機、電磁爐、二合一洗衣乾衣機。 隨樓附送設備，品牌及型號， 請參考「設備說明」。
(d) 睡房	沒有裝置
(e) 電話	有關接駁點之位置及數目詳情請參閱「機電裝置圖」及「住宅單位機電裝置數目說明表」。
(f) 天線	有關接駁點之位置及數目詳情請參閱「機電裝置圖」及「住宅單位機電裝置數目說明表」。
(g) 電力裝置	客廳、飯廳及睡房均裝有隱藏式線路的插座及電掣。每戶提供單相 (只供 5樓至 13樓、15樓至 19樓 A,C,D單位及 20樓至 23樓、25樓至 29樓所有單位)或三相 (只供 5樓至 13樓、15樓至 19樓 B單位及 30樓 A單位)電力並裝妥微型斷路器。 客廳、飯廳及睡房裝有分體式空調機及掣位。(電插座及空調機接駁點的位置及數目詳情請參閱「機電裝置圖」及「住宅單位機電裝置數目說明表」)
(h) 氣體供應	煤氣供應、煤氣恆溫熱水爐設於 5樓至 13樓、15樓至 19樓 A及D單位和 20樓至 23樓、25樓至 29樓 A及C單位浴室。煤氣供應、煤氣循環式恆溫熱水爐設於 5樓至 13樓、15樓至 19樓C單位和 20樓至 23樓、25樓至 29樓B單位廚房及30樓二號浴室。煤氣錶和煤氣煮食爐 (開放式廚房單位除外)設於 5樓至 30樓廚房。(位置請參閱「機電裝置圖」) 開放式廚房單位之廚房內沒有氣體供應。
(i) 洗衣機 接駁點	洗衣機接駁點位置在廚房。廚房設有洗衣機來水接駁喉位 (其設計為直徑 15毫米)及去水接駁喉位 (其設計為直徑 4 0毫米)。(接駁點之位置請參閱機「機電裝置圖」)
(j) 供水	冷熱水供水系統採用銅喉管。沖廁水供水系統採用膠喉管。水管部分隱藏、部分外露 *。有熱水供應。 *外露水管置於假天花及 /或假陣後及 /或藏於櫃中。

4. 雜項	
細項	描述
(a) 升降機	一部「星瑪」客用電梯直達地下至 3樓、5樓至 13樓、15樓至 23樓、25樓至 30樓。一部「星瑪」客用電梯直達地下、1樓、3樓、5樓至 13樓、15樓至 23樓、25樓至 30樓。一部「星瑪」客用電梯直達地下至二樓。一部「星瑪」車用電梯直達地下及二樓。
(b) 信箱	地下大堂設有金屬信箱。
(c) 垃圾收集	地下設有垃圾房、由清潔工人收集垃圾，由垃圾車運走。
(d) 水錶、電錶及氣體錶	每戶獨立水錶、電錶設於公用水錶房及電掣房（水錶房及電掣房位置請參閱「發展項目的住宅物業的樓面平面圖」）。獨立氣體錶設於單位內（氣體錶位置請參閱「機電裝置圖」）。

5. 保安設施
保安設備： 每戶大門入口附近設緊急呼喚掣及住宅大堂入口設有「八達通」系統開啟大堂大門。 保安系統： 住宅大堂入口設有出入控制系統及閉路電視系統。

6. 設備
有關設備的品牌名稱及產品型號，請參閱「設備説明」。

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

FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

APPLIANCES SCHEDULE
設備說明

Floor 樓層	Flat 單位	Appliance 設備	Brand Name and Model Number 品牌名稱及產品型號
5/F - 10/F 五樓至十樓	A, C & D	Exhaust hood 抽油煙機	Whirlpool 惠而浦 (IN600S)
		Built-in gas cooker-hob 嵌入式雙頭煤氣煮食爐	TGC (TR72NT-C)
		Microwave oven 微波爐	Whirlpool 惠而浦 (MWF863)
		Double Door Refrigerator 雙門雪櫃	Whirlpool 惠而浦 (WB250)
		2-in-1 washer/dryer 二合一洗衣乾衣機	Whirlpool 惠而浦 (AWF6412S)
	B	Exhaust hood 抽油煙機	Whirlpool 惠而浦 (IN600S)
		Built-in induction cooker-hob 嵌入式電磁爐	Cristal 尼斯 (PE29181D)
		Microwave oven 微波爐	Whirlpool 惠而浦 (MWF863)
		Refrigerator 雪櫃	Whirlpool 惠而浦 (W126IX)
		2-in-1 washer/dryer 二合一洗衣乾衣機	Whirlpool 惠而浦 (AWF6412S)

Floor 樓層	Flat 單位	Appliance 設備	Brand Name and Model Number 品牌名稱及產品型號
5/F - 10/F 五樓至十樓	A	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-2C52VA-E1) Outdoor unit 室外機 (MUH-GF35VB-H1) Outdoor unit 室外機 (MSZ-GE22VA-E1) x2 Indoor unit 室內機 (MSC-GF35VB-H1) Indoor unit 室內機
		Gas Water Heater 煤氣熱水爐	TGC (TGW168L)
		Exhaust Fan 抽氣扇	KDK (15WHC08)
	B	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-3C68VA-E1) Outdoor unit 室外機 (MSZ-GE22VA-E1) Indoor unit 室內機 (MSZ-GE35VA-E1) Indoor unit 室內機
		Electrical Water Heater 電熱水爐	SIEMENS 西門子 (DE1821515)
		Exhaust Fan 抽氣扇	Panasonic 樂聲 (FV-27CMH1)
	C	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-3C68VA-E1) Outdoor unit 室外機 (MSZ-GE22VA-E1) Indoor unit 室內機 (MSZ-GE35VA-E1) Indoor unit 室內機
		Gas Water Heater 煤氣熱水爐	TGC (NJW160TFQL)
		Exhaust Fan 抽氣扇	Panasonic 樂聲 (FV-27CMH1) KDK (15WHC08)
	D	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-3C68VA-E1) Outdoor unit 室外機 (MSZ-GE22VA-E1) Indoor unit 室內機 (MSZ-GE35VA-E1) Indoor unit 室內機
		Gas Water Heater 煤氣熱水爐	TGC (TGW168L)
		Exhaust Fan 抽氣扇	KDK (15WHC08)

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

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

FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

APPLIANCES SCHEDULE
設備說明

Floor 樓層	Flat 單位	Appliance 設備	Brand Name and Model Number 品牌名稱及產品型號
11/F - 13/F, 15/F - 19/F (14/F is omitted) 十一樓至十三樓、十五樓至十九樓(不設十四樓)	A, C & D	Exhaust hood 抽油煙機	Whirlpool 惠而浦 (IN600S)
		Built-in gas cooker-hob 嵌入式雙頭煤氣煮食爐	TGC (TR72NT-C)
		Microwave oven 微波爐	Whirlpool 惠而浦 (MWF863)
		Double Door Refrigerator 雙門雪櫃	Whirlpool 惠而浦 (WB250)
		2-in-1 washer/dryer 二合一洗衣乾衣機	Whirlpool 惠而浦 (AWF6412S)
	B	Exhaust hood 抽油煙機	Whirlpool 惠而浦 (IN600S)
		Built-in induction cooker-hob 嵌入式電磁爐	Cristal 尼斯 (PE29181D)
		Microwave oven 微波爐	Whirlpool 惠而浦 (MWF863)
		Refrigerator 雪櫃	Whirlpool 惠而浦 (W126IX)
		2-in-1 washer/dryer 二合一洗衣乾衣機	Whirlpool 惠而浦 (AWF6412S)

Floor 樓層	Flat 單位	Appliance 設備	Brand Name and Model Number 品牌名稱及產品型號
11/F - 13/F, 15/F - 19/F (14/F is omitted) 十一樓至十三樓、十五樓至十九樓(不設十四樓)	A	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-2C52VA-E1) Outdoor unit 室外機 (MUH-GF35VB-H1) Outdoor unit 室外機 (MSZ-GE22VA-E1) x2 Indoor unit 室內機 (MSC-GF35VB-H1) Indoor unit 室內機
		Gas Water Heater 煤氣熱水爐	TGC (TGW168L)
		Exhaust Fan 抽氣扇	KDK (15WHC08)
	B	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-3C68VA-E1) Outdoor unit 室外機 (MSZ-GE22VA-E1) Indoor unit 室內機 (MSZ-GE35VA-E1) Indoor unit 室內機
		Electrical Water Heater 電熱水爐	SIEMENS 西門子 (DE1821515)
		Exhaust Fan 抽氣扇	Panasonic 樂聲 (FV-27CMH1)
	C	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-3C68VA-E1) Outdoor unit 室外機 (MSZ-GE22VA-E1) Indoor unit 室內機 (MSZ-GE35VA-E1) Indoor unit 室內機
		Gas Water Heater 煤氣熱水爐	TGC (NJW160TFQL)
		Exhaust Fan 抽氣扇	Panasonic 樂聲 (FV-27CMH1) KDK (15WHC08)
	D	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-3C68VA-E1) Outdoor unit 室外機 (MSZ-GE22VA-E1) Indoor unit 室內機 (MSZ-GE35VA-E1) Indoor unit 室內機
		Gas Water Heater 煤氣熱水爐	TGC (TGW168L)
		Exhaust Fan 抽氣扇	KDK (15WHC08)

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

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

FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

APPLIANCES SCHEDULE
設備說明

Floor 樓層	Flat 單位	Appliance 設備	Brand Name and Model Number 品牌名稱及產品型號
20/F - 23/F, 25/F - 29/F (24/F is omitted) 二十樓至二十三樓、二十五樓至二十九樓(不設二十四樓)	A, B & C	Exhaust hood 抽油煙機	Whirlpool 惠而浦 (IN600S)
		Built-in gas cooker-hob 嵌入式雙頭煤氣煮食爐	TGC (TR72NT-C)
		Microwave oven 微波爐	Whirlpool 惠而浦 (MWF863)
		Double Door Refrigerator 雙門雪櫃	Whirlpool 惠而浦 (WB250)
		2-in-1 washer/dryer 二合一洗衣乾衣機	Whirlpool 惠而浦 (AWF6412S)

Floor 樓層	Flat 單位	Appliance 設備	Brand Name and Model Number 品牌名稱及產品型號
20/F - 23/F, 25/F - 29/F (24/F is omitted) 二十樓至二十三樓、二十五樓至二十九樓(不設二十四樓)	A	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-2C52VA-E1) Outdoor unit 室外機 (MUH-GF35VB-H1) Outdoor unit 室外機 (MSZ-GE22VA-E1) x2 Indoor unit 室內機 (MSC-GF35VB-H1) Indoor unit 室內機
		Gas Water Heater 煤氣熱水爐	TGC (TGW168L)
		Exhaust Fan 抽氣扇	KDK 15WHC08
	B	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-3C68VA-E1) Outdoor unit 室外機 (MXZ-2C52VA-E1) Outdoor unit 室外機 (MSZ-GE22VA-E1) x2 Indoor unit 室內機 (MSZ-GE35VA-E1) Indoor unit 室內機 (MSZ-GE25VA-E1) Indoor unit 室內機
		Gas Water Heater 煤氣熱水爐	TGC (NJW220TFQL)
		Exhaust Fan 抽氣扇	Panasonc 樂聲 (FV-27CMH1) KDK (15WHC08)
	C	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-3C68VA-E1) Outdoor unit 室外機 (MSZ-GE22VA-E1) Indoor unit 室內機 (MSZ-GE35VA-E1) Indoor unit 室內機
		Gas Water Heater 煤氣熱水爐	TGC (TGW168L)
		Exhaust Fan 抽氣扇	KDK (15WHC08)

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

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

FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

APPLIANCES SCHEDULE
設備說明

Floor 樓層	Flat 單位	Appliance 設備	Brand Name and Model Number 品牌名稱及產品型號
30/F 三十樓	A	Exhaust hood 抽油煙機	Whirlpool 惠而浦 (IN600S)
		Built-in gas cooker-hob 嵌入式雙頭煤氣煮食爐	TGC (TR72NT-C)
		Microwave oven 微波爐	Whirlpool 惠而浦 (MWF863)
		Double Door Refrigerator 雙門雪櫃	Whirlpool 惠而浦 (WB250)
		2-in-1 washer/dryer 二合一洗衣乾衣機	Whirlpool 惠而浦 (AWF6412S)

Floor 樓層	Flat 單位	Appliance 設備	Brand Name and Model Number 品牌名稱及產品型號
30/F 三十樓	A	Split type air-conditioner(s) 分體式冷氣機	Mitsubishi 三菱 (MXZ-4C80VA-E1) Outdoor unit 室外機 (MXZ-3C68VA-E1) Outdoor unit 室外機 (MUH-GF35VB-H1) Outdoor unit 室外機 (MSZ-GE22VA-E1) x2 Indoor unit 室內機 (MSC-GF35VB-H1) Indoor unit 室內機 (MSZ-GE60VA-E1) Indoor unit 室內機 (MSZ-GE35VA-E1) Indoor unit 室內機
		Gas Water Heater 煤氣熱水爐	TGC (NJW220TFQL)
		Exhaust Fan 抽氣扇	Panasonic 樂聲 (FV-27CMH1) KDK (15WHC08)

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

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

SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL UNITS
住宅單位機電裝置數目説明表

		Living and Dining Room 客廳及飯廳					Master Bedroom & Bedrooms 主人房及睡房		
Floor 樓層	Flat 單位	TV, FM Outlet 電視、電台天線插座	Telephone Outlet 電話插座	Switch For A/C Unit 空調機接駁掣位	13A Socket Outlet 13安培單位電插座	13A Twin Sock-et Outlet 13安培雙位電插座	TV, FM Outlet 電視、電台天線插座	Telephone Outlet 電話插座	
5/F 五樓	A	2	2	1	1	3	2	2	
	B	2	2	1	N/A	3	1	1	
	C	2	2	1	1	2	1	1	
	D	2	2	1	N/A	3	1	1	
6/F - 10/F 六樓至十樓	A	2	2	1	1	3	2	2	
	B	2	2	1	N/A	3	1	1	
	C	2	2	1	1	2	1	1	
	D	2	2	1	N/A	3	1	1	
11/F - 13/F, 15/F - 19/F (14/F is omitted) 十一樓至十三樓、十五樓至十九樓（不設十四樓）	A	2	2	1	1	3	2	2	
	B	2	2	1	N/A	3	1	1	
	C	2	2	1	1	2	1	1	
	D	2	2	1	N/A	3	1	1	
20/F - 23/F, 25/F - 29/F (24/F is omitted) 二十樓至二十三樓、二十五樓至二十九樓（不設二十四樓）	A	2	2	1	1	3	2	2	
	B	2	2	1	1	2	3	3	
	C	2	2	1	N/A	3	1	1	
30/F 三十樓	A	2	2	2	N/A	4	3	3	

SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS OF RESIDENTIAL UNITS
住宅單位機電裝置數目説明表

	Master Bedroom & Bedrooms 主人房及睡房			Bathooms 浴室	Kitchen 廚房		Garden and Flat Roof 花園及平台	
	Switch For A/C Unit 空調機接駁掣位	13A Socket Outlet 13安培單位電插座	13A Twin Sock-et Outlet 13安培雙位電插座	13A Socket Outlet 13安培單位電插座	13A Socket Outlet 13安培單位電插座	13A Twin Sock-et Outlet 13安培雙位電插座	13A Weatherproof Socket Outlet 13安培單位防水電插座	20A Three-phase Weatherproof Power Connection Point 20安培三相防水接線位
	2	N/A	2	1	3	2	1	N/A
	1	N/A	1	1	3	1	N/A	N/A
	1	1	1	1	3	1	1	N/A
	1	N/A	1	1	3	1	1	N/A
	2	N/A	2	1	3	2	N/A	N/A
	1	N/A	1	1	3	1	N/A	N/A
	1	1	1	1	3	1	N/A	N/A
	1	N/A	1	1	3	1	N/A	N/A
	1	N/A	1	1	3	1	N/A	N/A
	1	1	1	1	3	1	N/A	N/A
	1	N/A	1	1	3	1	N/A	N/A
	2	N/A	2	1	3	2	N/A	N/A
	3	N/A	4	2	3	1	N/A	N/A
	1	N/A	1	1	3	1	N/A	N/A
	3	3	4	2	3	1	1	1

FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

LEGENDS
圖例

1-Gang 1-Way Lighting Switch
單位單控燈掣

2-Gang 1-Way Lighting Switch
雙位單控燈掣

1-Gang 2-Way Lighting Switch
單位雙控燈掣

1-Gang Switch For Exhaust Fan
單位抽氣扇開關掣

1-Gang Switch For Electric Water Heater
單位電熱水爐開關掣

13A Single Socket Outlet
13安培單位電插座

13A Twins Socket Outlet
13安培雙位電插座

13A Water-Proof Single Socket Outlet
13安培單位防水電插座

13A Single Socket Outlet for Washing Machine
13安培單位電插座供洗衣機

13A Single Socket Outlet for Refrigerator
13安培單位電插座供雪櫃

13A Single Socket Outlet for Microwave
13安培單位電插座供微波爐

13A Switched Fused Spur Unit For Gas Cooker
13安培有掣菲士蘇供煤氣煮食爐

13A Switched Fused Spur Unit For Range Hood
13安培有掣菲士蘇供抽油煙機接線位

13A Switched Fused Spur Unit For Door Bell
13安培有掣菲士蘇供門鐘接線位

13A Switched Fused Spur Unit For Gas Water Heater
13安培有掣菲士蘇供煤氣熱水爐

13A Switched Fused Spur Unit For Window-Type Exhausted Fan
13安培有掣菲士蘇供窗口式抽氣扇接線位

13A Switched Fused Spur Unit For Duct-Type Exhausted Fan
13安培有掣菲士蘇供管槽式抽氣扇接線位

13A Switched Fused Spur Unit For A/C Unit
13安培有掣菲士蘇供冷氣機

45A Connection Unit For Electric Cooker
45安培接線蘇供電煮食爐接線位

Connection Point For A/C Unit
室內冷氣機接駁位

Gas Water Heater
煤氣熱水爐

Electric Water Heater
電熱水爐

Gas Water Heater Controller
煤氣熱水爐控制器

TV/FM Outlet
電視／電台天線插座

Telephone Outlet
電話插座

Video Doorphone
視像對講機

Door Bell
門鐘

Door Bell Push Button
門鐘按鈕

20A Isolating Switch For Outdoor A/C Unit
20安培刀掣供室外冷氣機

20A Isolating Switch For Electric Water Heater
20安培刀掣供電熱水爐

20A Three-phase Weatherproof Power Connection Point
20安培三相防水接線位

MCB Distribution Board
MCB配電箱

Duct-Type Exhausted Fan
管槽式抽氣扇

Window-Type Exhausted Fan
窗口式抽氣扇

Connection Point For Washing Machine
洗衣機接駁位

Sprinkler Head
消防花灑頭

Smoke Detector
煙霧感應器

Gas Cooker Hob
煤氣煮食爐

Electric Cooker Hob
電煮食爐

Gas Meter
煤氣錶

Electricity Meter
電錶

Water Meter
水錶

Ceiling Lighting Point
天花燈位

Bathroom/Kitchen/Corridor Lighting Point
浴室／廚房／走廊燈位

Kitchen Cabinet/Mirror Cabinet Light Point
廚櫃／鏡櫃燈位

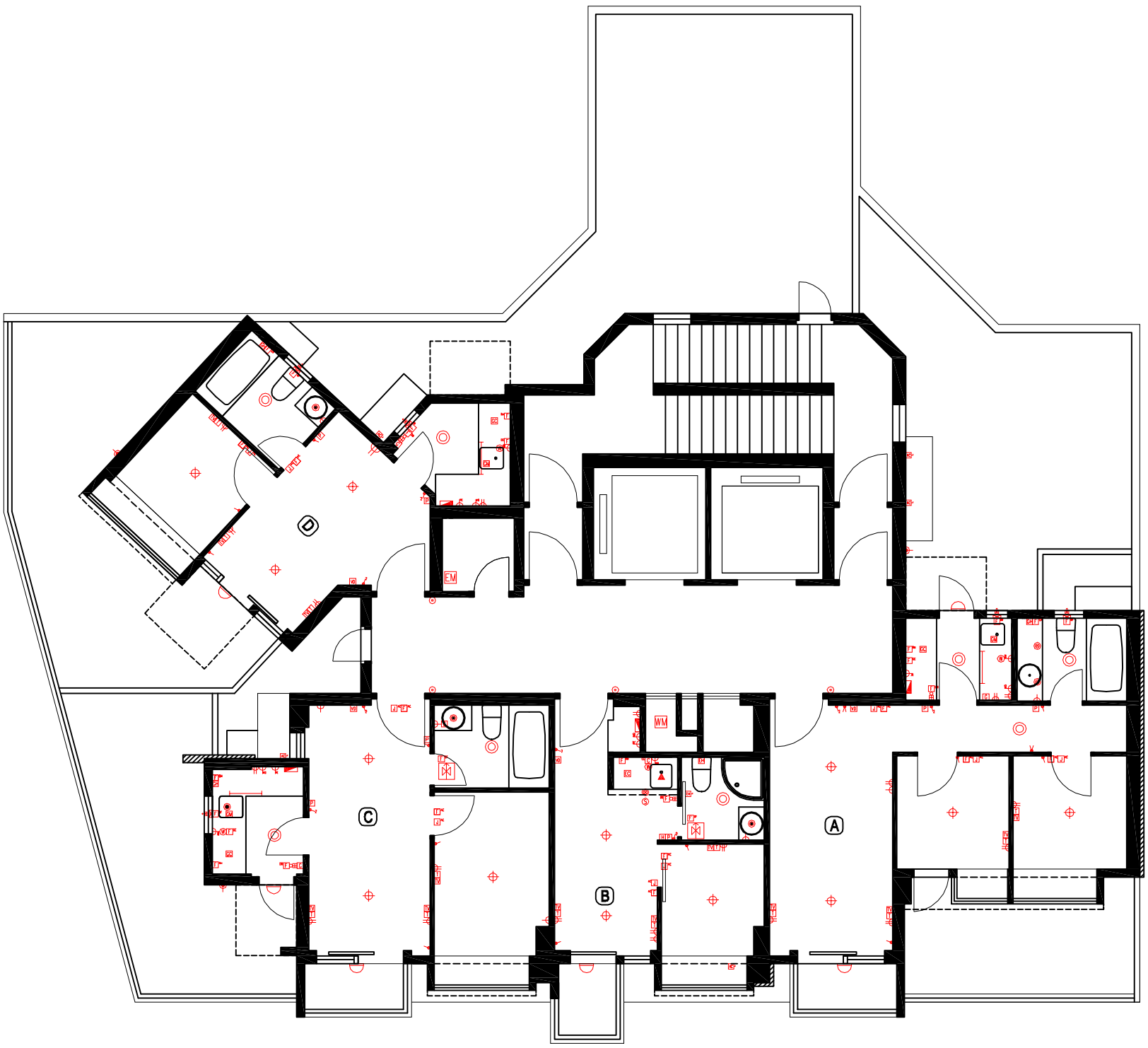
Balcony/Utility Platform Lighting Point
露台／工作平台燈位

Flat Roof Lighting Point
天台燈位

Lighting Tube
光管

MECHANICAL & ELECTRICAL PROVISIONS PLANS
機電裝置圖

5/F
五樓



Remark :
Please refer to page 67 of this sales brochure for legend of the symbols and descriptions in studying the Mechanical and Electrical Provision Plans.

備註：
請參閱本售樓説明書第67頁之圖例以協助閱讀此部分的機電裝置平面圖及其顯示之符號和描述。

MECHANICAL & ELECTRICAL PROVISIONS PLANS
機電裝置圖

6/F - 10/F
六樓至十樓

Remark :
Please refer to page 67 of this sales brochure for legend of the symbols and descriptions in studying the Mechanical and Electrical Provision Plans.

備註：
請參閱本售樓説明書第67頁之圖例以協助閱讀此部分的機電裝置平面圖及其顯示之符號和描述。

MECHANICAL & ELECTRICAL PROVISIONS PLANS
機電裝置圖

11/F - 19/F
十一樓至十九樓

Remark :
Please refer to page 67 of this sales brochure for legend of the symbols and descriptions in studying the Mechanical and Electrical Provision Plans.

備註：
請參閱本售樓說明書第67頁之圖例以協助閱讀此部分的機電裝置平面圖及其顯示之符號和描述。

MECHANICAL & ELECTRICAL PROVISIONS PLANS
機電裝置圖

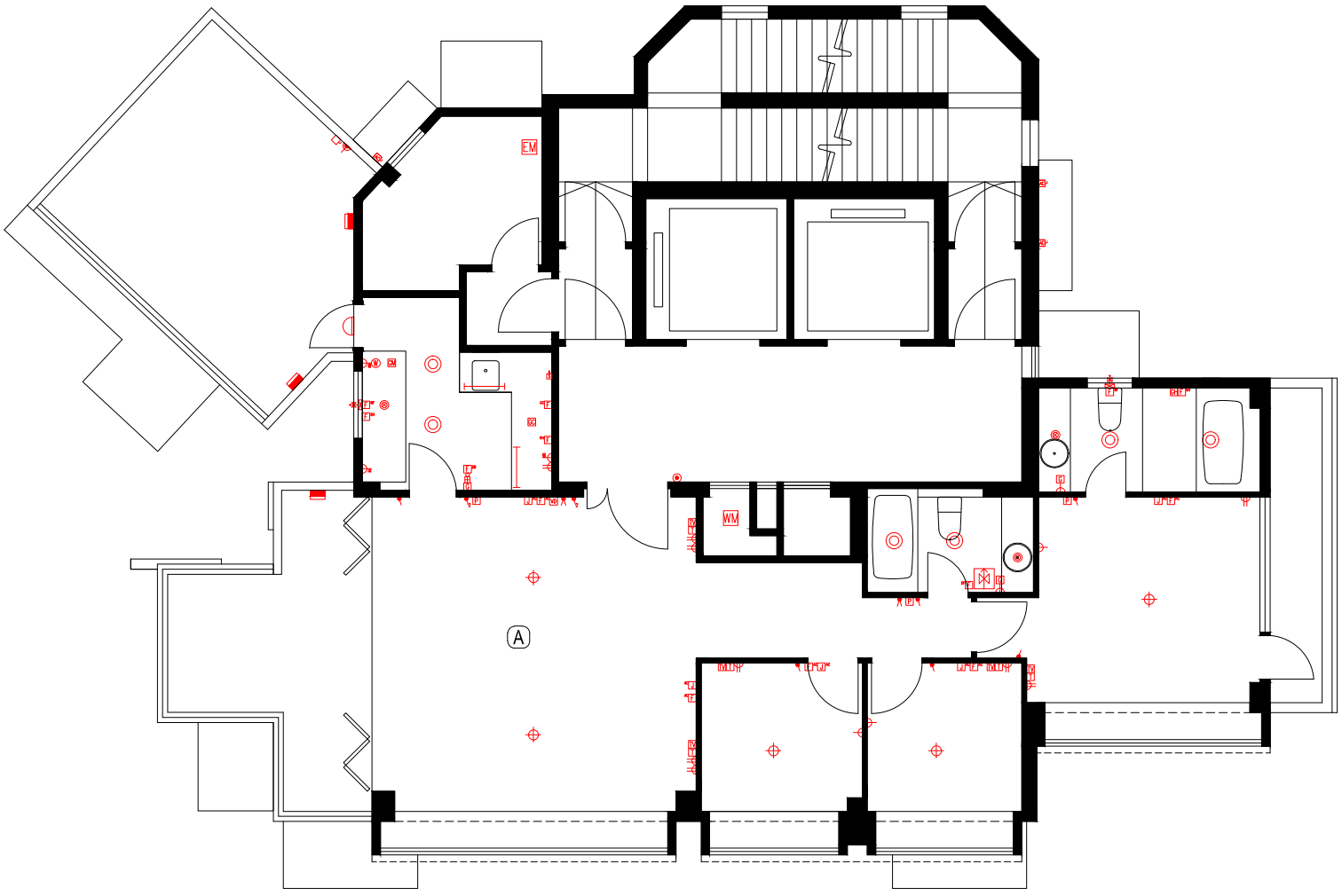
20/F - 29/F
二十樓至二十九樓

Remark :
Please refer to page 67 of this sales brochure for legend of the symbols and descriptions in studying the Mechanical and Electrical Provision Plans.

備註：
請參閱本售樓説明書第67頁之圖例以協助閱讀此部分的機電裝置平面圖及其顯示之符號和描述。

MECHANICAL & ELECTRICAL PROVISIONS PLANS
機電裝置圖

30/F
三十樓



Remark :
Please refer to page 67 of this sales brochure for legend of the symbols and descriptions in studying the Mechanical and Electrical Provision Plans.

備註：
請參閱本售樓說明書第67頁之圖例以協助閱讀此部分的機電裝置平面圖及其顯示之符號和描述。

SERVICE AGREEMENTS
服務協議

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.

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。

GOVERNMENT RENT
地稅

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

賣方有法律責任繳付住宅物業直至該住宅物業買賣完成日（包括該日）為止之地稅。

MISCELLANEOUS PAYMENTS BY PURCHASER
買方的雜項付款

1. On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the owner for the deposits for water, electricity and gas.

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

Remarks:
(1) The purchaser should pay to the manager of the Development and not the owner the deposits for water, electricity and gas.
(2) Pursuant to the Deed of Mutual Covenant of the Development that has been executed, except where the vendor has paid the debris removal fee in the manner provided in the Deed of Mutual Covenant, the purchaser shall before he is given possession of his residential unit pay to the Manager a debris removal fee.

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

2. 在交付時，買方不須向擁有人支付清理廢料的費用。

備註：
(1) 買方須向發展項目管理人而不須向擁有人繳付水、電力及氣體的按金。
(2) 根據已簽立公契，除非賣方已按公契規定的方式支付廢料清理費，否則買方獲得其住宅單位的管有權之前，向管理人支付一筆廢料清理費。

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

Under the agreement for sale and purchase, the defects liability warranty period for the residential properties and the fittings, finishes and appliances as provided in the sale and purchase agreement is within six (6) months from the date of completion of the sale and purchase.

按買賣合約的規定，住宅物業及買賣合約所列出的裝置、裝修物料及設備之欠妥之處的保養責任期為買賣成交日期起計六 (6) 個月內。

MAINTENANCE OF SLOPES
斜坡維修

Not Applicable

不適用

MODIFICATION
修訂

No existing application to the Government for a modification of the Land Grant for this Development has been made.

本發展項目現時並沒有向政府提出申請修訂批地文件。

RELEVANT INFORMATION
有關資料

The Lot has undergone planning application. The planning application under section 16 of the Town Planning Ordinance Cap.131, Laws of Hong Kong was approved on 12 November 2010 and subsequent amendment application under section 16A of the Town Planning Ordinance Cap. 131, Laws of Hong Kong was approved on 22 May 2012. A Road Traffic Noise Impact Assessment Report was adopted upon the aforementioned planning approval. The following provisions are implemented as traffic noise mitigation measures in the development.

The residential tower is sitting on the podium to increase buffer distance from the road.

Balconies are provided at the living rooms of the residential units to minimize the traffic noise impact.

The transfer plate with top level at 25.7mPD is extended to Chi Kiang Street to provide the shielding effect for the residential unit above.

1m wide fin walls are provided at balcony of Flat A and Flat C from 5/F to 10/F (4/F omitted).

Air conditioners and 6mm minimum pane glass windows are provided to those units exceeding the Hong Kong Planning Standard and Guidelines criteria for noise.

本地段曾經進行規劃申請。根據香港法例第131章《城市規劃條例》第16條作出的規劃申請在2010年11月12日獲得批准，而根據香港法例第131章《城市規劃條例》第16A條作出的修訂申請亦在2012年5月22日獲得批准。批准上述規劃申請時採納了一份道路交通噪音影響評估報告，是項發展項目實施以下減低交通噪音的措施。

住宅大樓坐落在裙樓之上，增加和馬路的緩衝距離。

住宅的起居室設有露台，盡量減低交通噪音的影響。

位於水平25.7米主水平基準的轉換版延伸至浙江街，為以上的住宅單位提供遮蔽作用。

在5樓至10樓（不設4樓）A單位和C單位的露台設立一米濶的鰭狀墻。

空調和最少6毫米厚的玻璃片的窗，設於某些超過了香港規劃標準與準則的噪音標準的單位。

WEBSITE ADDRESS
互聯網網址

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

www.lharbour18.com

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

www.lharbour18.com

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

Breakdown of GFA Concessions Obtained for All Features

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

Disregarded GFA under Building (Planning) Regulations 23(3)(b)		Area(sq.metre)
1.(#)	Carparking and loading / unloading area excluding public transport terminus	529.651
2.	**Plant rooms and similar services**	
2.1	Mandatory feature and 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, TBE room, refuse storage and material recovery chamber, etc.	80.386
2.2(#)	Mandatory feature and 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, portable and flushing water tank, etc.	632.995
2.3	Non-mandatory / non-essential plant room such as air-conditionijng (A/C) plant room, air handling unit (AHU) room, etc.	0.000
Green Features under Joint Practice Notes 1 and 2		
3.	Balcony	164.000
4.	Wider common corridor and lift lobby	96.773
5.	Communal sky garden	Nil
6.	Acoustic fin	Nil
7.	Wing wall, wind catcher and funnel	Nil
8.	Non-structural prefabricated external wall	103.389
9.	Utility platform	99.000
10.	Noise barrier	Nil
Amenity Features		
11.	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office	3.719
12.	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities	179.483
13.	Covered landscaped and play area	74.474
14.	Horizontal screen/covered walkway and trellis	Nil

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

Amenity Features		Area(sq.metre)
15.	Larger lift shaft	109.880
16.	Chimney shaft	Nil
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	Nil
18.(#)	Pipe duct, air duct for mandatory feature or essential plant room	38.441
19.	Pipe duct, air duct for non-mandatory or non-essential plant room	Nil
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature.	Nil
21.	Void in duplex domestic flat and house	Nil
22.	Sunshade and reflector	Nil
23. (#)	Minor projection such as A/C box, A/C platform, window cill and projecting window	Nil
24.	Other projection such as A/C box and platform not covered in paragraph 3(b) and (c) of PNAP APP-19	Nil
Other Exempted Items		
25. (#)	Refuge floor including refuge floor cum sky garden	Nil
26.	Covered area under large projecting/ overhanging feature	Nil
27.	Public transport terminus	Nil
28. (#)	Party structure and common staircase	Nil
29. (#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	0.000
30.	Public passage	Nil
31.	Covered set back area	Nil
Bonus GFA		
32.	Bonus GFA	Nil
Additional Green Features under Joint Practice Note (No. 8)		
33.	Buildings adopting Modular Integrated Construction	Nil

Remark:

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.

Environmental Assessment of the Building and Information on the Estimated Energy Performance or Consumption for the Common Parts of the Development

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

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

獲寬免總樓面面積的設施分項

於印製售樓説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。如印製售樓説明書時尚未呈交最終修訂圖則予建築事務監督，則有 (#)號的資料可以由認可人士提供的資料作為基礎。直至最終修訂圖則於發出佔用許可證前呈交予並獲建築事務監督批准前，以下分項資料仍可能有所修改。

根據《建築物（規劃）規例》第 23(3)(b)條不計算的總樓面面積		面積 (平方米)
1.(#)	停車場及上落客貨地方（公共交通總站除外）	529.651
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、垃圾及物料回收房等	80.386
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	632.995
2.3	非強制性或非必要機房，例如空調機房、送風櫃房等	0.000
根據聯合作業備考第 1及第 2號提供的環保設施		
3.	露台	164.000
4.	加闊的公用走廊及升降機大堂	96.773
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	103.389
9.	工作平台	99.000
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	3.719
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	179.483
13.	有蓋園景區及遊樂場地	74.474
14.	橫向屏障／有蓋人行道及花棚	不適用

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

適意設施		面積 (平方米)
15.	擴大升降機槽	109.880
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、衞星電視共用天線房	不適用
18.(#)	強制性設施或必要機房所需的管槽及氣槽	38.441
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.(#)	小型伸出物， 例如空調機箱、空調機平台、窗檻及伸出的窗台	不適用
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	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	0.000
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

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

有關建築物的環境評估及發展項目的公用部分的預計能量表現或消耗的資料

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

INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT
地政總署署長作為給予預售樓花同意書的條件而規定列於售樓説明書的資料

1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Residential Unit or the Parking Space specified in the Agreement for Sale and Purchase, sub-sell that Residential Unit or Parking Space or transfer the benefit of the Agreement for Sale and Purchase of that Residential Unit or Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.

2. If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase, agrees (at its own discretion) to cancel the Agreement for Sale and Purchase or the obligations of the purchaser under the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit and the Parking Space specified in the Agreement for Sale and Purchase and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.

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 Government Grant up to and including the date of the respective Assignments to the purchasers.

4. The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK$100 per request.

1. 買方須於正式買賣合約與賣方約定，除了訂立按揭或押記外，買方不會於完成正式買賣合約之成交及簽署轉讓契之前，提名任何人士接受正式買賣合約所指明的住宅單位或泊車位的轉讓；轉售該住宅單位或泊車位，或以任何方式轉移買方就該住宅單位或泊車位於正式買賣合約內的權益，或訂立任何協議以達至前述的提名、轉售或權益轉移。

2. 倘若賣方(同意與否由賣方酌情決定)同意應買方根據正式買賣合約條款所提出的要求，取消正式買賣合約或該正式買賣合約下買方的責任，賣方有權保留相等於該正式買賣合約所指明的住宅單位及泊車位總售價百份之五的款額，而買方亦須額外向賣方支付或補還(視情況而定)全部與取消該正式買賣合約有關之律師費、收費及代墊付費用(包括任何印花稅)。

3. 賣方將會支付或已經支付(視情況而定)由批地文件之日起直至個別買方的轉讓契之日(包括轉讓契之日當日)，所有有關正在興建發展項目的所處地段的地稅。

4. 已簽署正式買賣合約的買方有權在支付不超過港幣一百元象徵式費用後，查閱並於要求時獲提供一份有關完成興建發展項目所需的總建築費用及總專業費用，及有關直至提出要求時的上一個曆月底為止已花費及支付的總建築費用及總專業費用的最新資料印本。

EXAMINATION RECORD
檢視紀錄

Examination / Revision Date 檢視 / 修改日期	Page Number 頁次	Revision Made 所作修改
13 February 2015 2015 年 2 月 13 日	11	Updated the Location Plan 更新所在位置圖
	57 - 59, 61 - 64	Revised the provisions under Fittings, Finished and Appliances 修訂裝置、裝修物料及設備之內容
13 May 2015 2015 年 5 月 13 日	11	Updated the Location Plan 更新所在位置圖
13 August 2015 2015 年 8 月 13 日	9	Revised the content under Information on Design of the Development 修訂發展項目的設計的資料之內容
	11	Updated the Location Plan 更新所在位置圖
	13 - 14	Removed the Aerial Photograph of the Development on page 13, updated the Aerial Photograph of the Development on page 14 and rearranged the layout of pages 13 and 14 刪除於頁次13之發展項目的鳥瞰照片，更新於頁次14之發展項目的鳥瞰照片及重新編排頁次13及14之版圖設計
	17	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
	19	Revised the Layout Plan of the Development 修訂發展項目的布局圖
	21 - 25	Revised the Floor Plans of Residential Properties in the Development 修訂發展項目的住宅物業的樓面平面圖
	26	Revised the Area of Residential Properties in the Development 修改發展項目中的住宅物業的面積
	53 - 54	Revised the Elevation Plans 修訂立面圖
	57, 59	Revised the provisions under Fittings, Finished and Appliances 修訂裝置、裝修物料及設備之內容
	64	Revised the provisions under Appliances Schedule 修訂設備說明之內容
	72	Revised the Mechanical & Electrical Provision Plan 修訂機電裝置圖
13 November 2015 2015 年 11 月 13 日	5	Revised the content under Information on the Development 修訂發展項目的資料之內容
	10	Revised the Information on Property Management 修訂物業管理的資料
	11	Updated the Location Plan 更新所在位置圖
	13 - 14	Updated the Aerial Photograph of the Development on page 13, added a Aerial Photograph of the Development on page 14 and rearranged the layout of pages 13 and 14 更新於頁次13之發展項目的鳥瞰照片，於頁次14新增發展項目的鳥瞰照片及重新編排頁次13及14之版圖設計
	15	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
	19	Revised the Layout Plan of the Development 修訂發展項目的布局圖
	30, 36	Revised the Summary of Deed of Mutual Covenant 修訂公契的摘要
	56	Revised the Inspection of Plans and Deed of Mutual Covenant 修訂閱覽圖則及公契
	73	Revised the Miscellaneous Payments by Purchaser 修訂買方的雜項付款

EXAMINATION RECORD
檢視紀錄

Examination / Revision Date 檢視 / 修改日期	Page Number 頁次	Revision Made 所作修改
3 February 2016 2016 年 2 月 3 日	11	Updated the Location Plan 更新所在位置圖
3 May 2016 2016 年 5 月 3 日	11	Updated the Location Plan 更新所在位置圖
	13 - 14	Removed the Aerial Photograph of the Development on page 13, updated the Aerial Photograph of the Development on page 14 and rearranged the layout of pages 13 and 14 刪除於頁次13之發展項目的鳥瞰照片，更新於頁次14之發展項目的鳥瞰照片及重新編排頁次13及14之版圖設計
	17	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
3 August 2016 2016 年 8 月 3 日	11	Updated the Location Plan 更新所在位置圖
3 November 2016 2016 年 11 月 3 日	11	Updated the Location Plan 更新所在位置圖
	16	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
25 January 2017 2017 年 1 月 25 日	11	Updated the Location Plan 更新所在位置圖
25 April 2017 2017 年 4 月 25 日	11	Updated the Location Plan 更新所在位置圖
	18	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
25 July 2017 2017 年 7 月 25 日	11	Updated the Location Plan 更新所在位置圖
	13 - 14	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
10 October 2017 2017 年 10 月 10 日	1 - 6	Updated the Notes to Purchasers of First-hand Residential Properties 更新一手住宅物業買家須知
	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
10 January 2018 2018 年 1 月 10 日	13	Updated the Location Plan 更新所在位置圖
	18	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
10 April 2018 2018 年 4 月 10 日	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
	19	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
10 July 2018 2018 年 7 月 10 日	13	Updated the Location Plan 更新所在位置圖
	20	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
10 October 2018 2018 年 10 月 10 日	13	Updated the Location Plan 更新所在位置圖

EXAMINATION RECORD
檢視紀錄

Examination / Revision Date 檢視 / 修改日期	Page Number 頁次	Revision Made 所作修改
10 January 2019 2019 年 1 月 10 日	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
10 April 2019 2019 年 4 月 10 日	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
	19	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
10 July 2019 2019 年 7 月 10 日	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
10 October 2019 2019 年 10 月 10 日	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
	19	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
10 January 2020 2020 年 1 月 10 日	13	Updated the Location Plan 更新所在位置圖
9 April 2020 2020 年 4 月 9 日	13	Updated the Location Plan 更新所在位置圖
9 July 2020 2020 年 7 月 9 日	13	Updated the Location Plan 更新所在位置圖
9 October 2020 2020 年 10 月 9 日	13	Updated the Location Plan 更新所在位置圖
9 January 2021 2021 年 1 月 9 日	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
9 April 2021 2021 年 4 月 9 日	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
	19	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
9 July 2021 2021 年 7 月 9 日	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
	19	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
9 October 2021 2021 年 10 月 9 日	13	Updated the Location Plan 更新所在位置圖
	18	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖

EXAMINATION RECORD
檢視紀錄

Examination / Revision Date 檢視 / 修改日期	Page Number 頁次	Revision Made 所作修改
8 January 2022 2022 年 1 月 8 日	1 - 6	Updated Notes to Purchasers of First-Hand Residential Properties 更新一手住宅物業買家須知
	13	Updated the Location Plan 更新所在位置圖
	20	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
8 April 2022 2022 年 4 月 8 日	13	Updated the Location Plan 更新所在位置圖
8 July 2022 2022 年 7 月 8 日	13	Updated the Location Plan 更新所在位置圖
	19	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
8 October 2022 2022 年 10 月 8 日	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
	18	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
8 January 2023 2023 年 1 月 8 日	13	Updated the Location Plan 更新所在位置圖
	18 - 20	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
6 April 2023 2023 年 4 月 6 日	3, 6	Updated the Notes to Purchasers of First-hand Residential Properties 更新一手住宅物業買家須知
	13	Updated the Location Plan 更新所在位置圖
5 May 2023 2023 年 5 月 5 日	Examination Record 檢視紀錄	Corrected October 2022 and January 2023 examination dates 更正2022年10月及2023年1月檢視日期
4 August 2023 2023 年 8 月 4 日	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片
14 August 2023 2023 年 8 月 14 日	Examination Record 檢視紀錄	Corrected October 2022 and January 2023 examination dates 更正2022年10月及2023年1月檢視日期
14 November 2023 2023 年 11 月 14 日	13	Updated the Location Plan 更新所在位置圖
	19	Updated the Outline Zoning Plan relating to the Development 更新關乎發展項目的分區計劃大綱圖
	79- 82	Updated the Information in application for concession on Gross Floor Area of Building 更新申請建築物總樓面面積寬免的資料
8 February 2024 2024 年 2 月 8 日	13	Updated the Location Plan 更新所在位置圖
8 May 2024 2024 年 5 月 8 日	13	Updated the Location Plan 更新所在位置圖
8 August 2024 2024 年 8 月 8 日	13	Updated the Location Plan 更新所在位置圖
	15 - 16	Updated the Aerial Photograph of the Development 更新發展項目的鳥瞰照片

There may be future changes to the Development and the surrounding areas.

發展項目及其周邊地區日後可能出現改變。

Date of printing: 8 August 2024
印製日期: 2024年8月8日