樓面平面圖上所使用之名詞及簡稱的圖例:

緊急發電機房

消防升降機大堂

平台連花槽

風扇房

發展項目的住宅物業的樓面平面圖

Legend of the terms and abbreviations used on the Floor Plans:

A/C PLATFORM = Air-conditioning Platform 冷氣機平台 A/C PLATFORM ABOVE = Air-conditioning Platform Above 置上冷氣機平台 A/C PLINTH = Air-conditioning Plinth 冷氣機基座 A.D. = Air Duct風槽 ARCHITECTURAL FEATURE 建築裝飾 ARCHITECTURAL FEATURE W/ PLANTER = Architectural feature with planter 建築裝飾連花槽 BAL. = Balconv 露台 BAL. ABOVE = Balcony Above 置上露台 BATH = Bathroom浴室 BED RM. 1 = Bedroom 1 睡房 1 BED RM. 2 = Bedroom 2 睡房 2 CABD CABINET = Communal Aerial Broadcast Distribution Cabinet 公共天線系統櫃 COMMON AREA 公用地方 COMMON FLAT ROOF 公用平台 CORR. = Corridor 走廊 CORR. 1 = Corridor 1 走廊 1 CORR. 2 = Corridor 2 走廊 2 DIN. = Dining Room 飯廳 DN = Down落 DOGHOUSE 喉管罩室 E.M.C. = Electrical Meter Cabinet 雷錶櫃 E.M.R. = Electrical Meter Room 電錶房 ELEC, CABLE DUCT = Electrical Cable Duct 電線槽 E.L. = Electrical Duct 電線槽 ELV. = Extra-low voltage 特低壓電線

Remarks applicable to floor plans of residential properties in the Development:

- 1) The dimensions of the floor plans are all structural dimensions in millimetres.
- 2) Balconies and utility platforms are non-enclosed areas.

EMERGENCY GENERATOR ROOM

FAN RM. / FAN ROOM = Fan Room

FIREMEN'S LIFT LOBBY

FLAT ROOF WITH PLANTER

- 3) There may be architectural features and / or exposed pipes on external walls and common flat roofs of some floors.
- 4) There may be ceiling bulkheads, suspended ceilings or sunken slabs in the living rooms, dining rooms, bedrooms, corridors, bathrooms, stores and kitchens of some residential properties for the air-conditioning system and / or conduits and / or mechanical and electrical services.
- 5) There are non-structural prefabricated external walls in all the residential properties. The Saleable Area as defined in the formal Agreement for Sale and Purchase of a residential property has included the non-structural prefabricated external walls and is measured from the exterior of such non-structural prefabricated external walls.
- 6) The ceiling height of some units may vary due to structural, architectural and / or decoration design variations.
- 7) The indications of fittings such as sinks, bathtubs, toilet bowls, wash basins, etc shown on the floor plans are indications of approximate locations only and not indications of their actual size, design or shapes.
- 8) During the necessary maintenance of the external walls arranged by Manager of the Development, suspended working platforms will be operating in the airspace outside windows of the residential properties and above flat roof / roof of the affected towers.
- 9) For some residential units, outdoor air-conditioning unit(s) will be placed on the air-conditioning platform(s) outside the residential unit.
- 10) There may be common pipes exposed and / or enclosed in cladding at / or adjacent to the balconies and / or utility platforms and / or roofs and / or flat roofs and / or air-conditioning platforms and / or external walls of some residential units.

Legend of the terms and abbreviations used on the Floor Plans:

H.R. = Hose Reel
KIT. = Kitchen
LAV. = Lavatory
LIFT
LIFT LOBBY
LIFT SHAFT
LIV. = Living Room
M.BATH = Master Bathroom
M.BED = Master Bedroom
1500mm H. METAL FENCE = 1500mm High Metal Fence
PLANTER
PLANTER ABOVE
PRIVATE FLAT ROOF

P.D. = Pipe Duct
PUMP ROOM/PUMP RM = Pump Room

RC PLINTH
ROOF OF STAIRHOOD

RS&MRR = Refuse Storage and Material Recovery Room

SINK ST. = STORE

TEMPORARY REFUGE SPACE TOP OF BALCONY BELOW

TOP OF U.P. BELOW = Top of Utility Platform Below

U.P. ABOVE = Utility Platform Above

U.P. = Utility Platform UP

UT. = Utility

W.M.C.= Water Meter Cabinet

樓面平面圖上所使用之名詞及簡稱的圖例:

消廚洗升升升客主主主主主主主主1500毫米

1500毫米高金屬圍欄

花槽 置上花槽 私家平台 管道槽 泵房

鋼筋混凝土基座 梯屋天台

垃圾及物料回收房

洗滌盆 儲物 室 臨下露 證 置下下工工作 置上工作 工作 上 工作 間 水 號

適用於發展項目的住宅物業樓面平面圖之備註:

- 1) 樓面平面圖之尺寸所列數字為以亳米標示之建築結構尺寸。
- 2) 露台及工作平台為不可圍封之地方。
- 3) 部分樓層外牆及公用平台設有建築裝飾及/或外露喉管。
- 4) 部分住宅單位客廳、飯廳、睡房、走廊、浴室、儲物室、廚房之裝飾橫樑、假天花或跌級樓板內裝置冷氣系統及/或喉管及/或其他機電設備。
- 5) 全部住宅單位有非結構預製外牆。買賣合約之實用面積之計算包括非結構預製外牆,並由該非結構預製外牆之外圍起量度。
- 6) 部分單位之天花高度將會因應結構、建築設計及/或裝修設計上的需要有差異。
- 7) 樓面平面圖所示之裝置如洗滌盤、浴缸、坐廁及洗面盆等只供展示其大約位置而非展示其實際大小、設計或形狀。
- 8) 在發展項目管理人安排於大廈外牆之必要維修進行期間,吊船將在該等大廈的住宅單位之窗戶外及平台/天台上之空間運作。
- 9) 部分住宅單位外的冷氣機平台將會放置一部或多部戶外冷氣機。
- 10) 部分單位的露台及/或工作平台及/或天台及/或平台及/或冷氣機平台及/或外牆或其鄰近地方設有外露及/或內藏於飾板的公用喉管。

發展項目的住宅物業的樓面平面圖

Tower 1 第1座

1/F FLOOR PLAN 1樓平面圖





Tower 1 第1座

1/F FLOOR PLAN 1樓平面圖

	ELOOD 博展	UNIT單位					
	FLOOR 樓層	А	В	С	D		
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	1/F 1樓	150, 200	150, 200	150	150		
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	1/F 1樓	3150	3150	3150	3150		

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

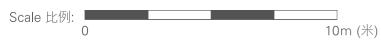
發展項目的住宅物業的樓面平面圖

Tower 1 第1座

2/F - 3/F, 5/F - 12/F AND 15/F - 16/F FLOOR PLAN 2樓至3樓、5樓至12樓及15樓至16樓平面圖







發展項目的住宅物業的樓面平面圖

Tower 1 第1座

2/F - 3/F, 5/F - 12/F AND 15/F - 16/F FLOOR PLAN 2樓至3樓、5樓至12樓及15樓至16樓平面圖

	ELOOD 博展	UNIT 單位					
	FLOOR 樓層	А	В	С	D		
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	2/F - 3/F, 5/F - 12/F and 15/F - 16/F 2樓至3樓、5樓至12樓及 15樓至16樓	150, 200	150, 200	150	150		
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	2/F - 3/F, 5/F - 12/F and 15/F - 16/F 2樓至3樓、5樓至12樓及 15樓至16樓	3150	3150	3150	3150		

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

Remarks

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

因住宅物業較高樓層的結構牆的厚度遞減·較高樓層的內部面積·一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

備註:

發展項目的住宅物業的樓面平面圖

Tower 1 第1座

17/F - 21/F FLOOR PLAN 17樓至21樓平面圖







Tower 1 第1座

17/F - 21/F FLOOR PLAN 17樓至21樓平面圖

	ELOOD 神區	UNIT 單位					
	FLOOR 樓層	А	В	С	D		
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	17/F - 21/F 17樓至21樓	150, 200	150, 200	150	150		
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	17/F - 21/F 17樓至21樓	3150	3150	3150	3150		

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

發展項目的住宅物業的樓面平面圖

Tower 1 第1座

22/F FLOOR PLAN 22樓平面圖







Tower 1 第1座

22/F FLOOR PLAN 22樓平面圖

	ELOOD 神厥	UNIT 單位						
	FLOOR 樓層	А	В	С	D			
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	22/F 22樓	200	200	200	200			
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	22/F 22樓	3500, 3850	3500, 3850	3500, 3850	3500, 3850			

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

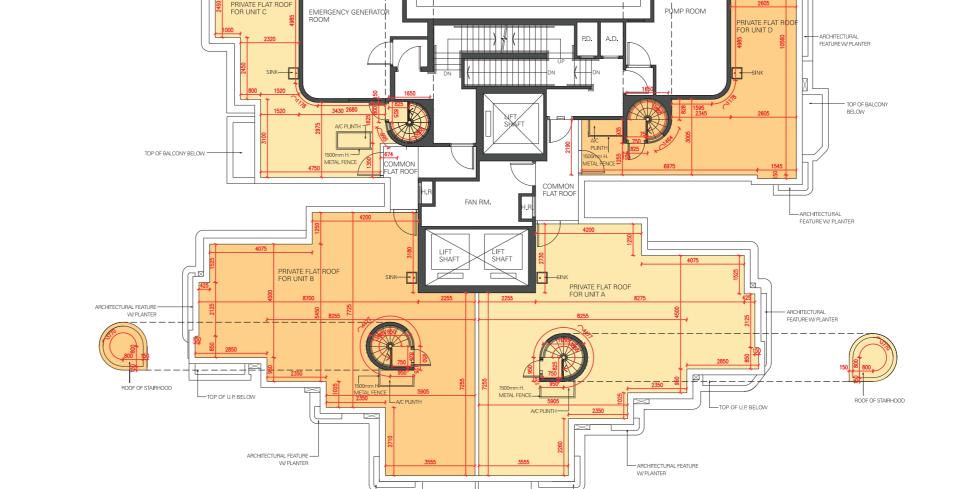
1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

發展項目的住宅物業的樓面平面圖

Tower 1 第1座

ROOF PLAN 天台平面圖



Scale 比例: 0 10m (米)

發展項目的住宅物業的樓面平面圖

Tower 1 第1座

ROOF PLAN 天台平面圖

	FLOOD 博展	UNIT 單位					
	FLOOR 樓層	А	В	С	D		
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	R/F 天台	200	200	200	200		
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	R/F 天台	2600	2600	2600	2600		

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

Remarks

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

因住宅物業較高樓層的結構牆的厚度遞減·較高樓層的內部面積·一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

備註:

發展項目的住宅物業的樓面平面圖

Tower 2 第2座

1/F FLOOR PLAN 1樓平面圖



Scale 比例: 0 10m (米)

Tower 2 第2座

1/F FLOOR PLAN 1樓平面圖

	FLOOR 樓層	UNIT 單位						
	FLOOK 倭僧	А	В	С	D	Е	F	
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	1/F 1樓	150	150	150	150	150	150	
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	1/F 1樓	3150	3150	3150	3150	3150	3150	

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.

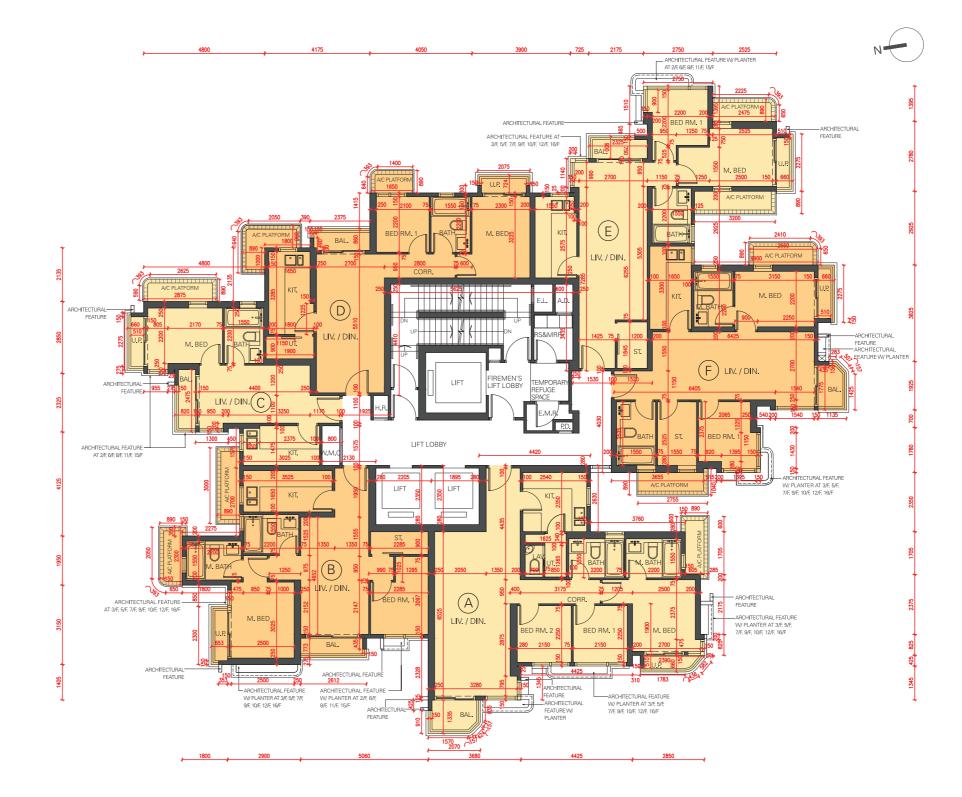
Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

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因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

Tower 2 第2座

2/F - 3/F, 5/F - 12/F AND 15/F - 16/F FLOOR PLAN 2樓至3樓、5樓至12樓及15樓至16樓平面圖



Scale 比例: 0 10m (米)

發展項目的住宅物業的樓面平面圖

TOWER 2 第2座

2/F - 3/F, 5/F - 12/F AND 15/F - 16/F FLOOR PLAN 2樓至3樓、5樓至12樓及15樓至16樓平面圖

	FI OOD 排展	UNIT 單位						
	FLOOR 樓層	А	В	С	D	Е	F	
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	2/F - 3/F, 5/F - 12/F and 15/F - 16/F 2樓至3樓、5樓至12樓及 15樓至16樓	150	150	150	150	150	150	
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	2/F - 3/F, 5/F - 12/F and 15/F - 16/F 2樓至3樓、5樓至12樓及 15樓至16樓	3150	3150	3150	3150	3150	3150	

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

Remarks

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

備註:

發展項目的住宅物業的樓面平面圖

Tower 2 第2座

17/F - 22/F FLOOR PLAN 17樓至22樓平面圖



Scale 比例: 0 10m (米)

發展項目的住宅物業的樓面平面圖

TOWER 2 第2座

17/F - 22/F FLOOR PLAN 17樓至22樓平面圖

	FLOOD ## EE	UNIT 單位						
	FLOOR 樓層	А	В	С	D	Е	F	
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	17/F - 21/F 17樓至21樓	150	150	150	150	150	150	
	22/F 22樓	200	200	200	200	200, 350	200	
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	17/F - 21/F 17樓至21樓	3150	3150	3150	3150	3150	3150	
	22/F 22樓	3500, 3850	3500, 3850	3500, 3850	3500, 3850	3500, 3850	3500, 3850	

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

Remarks

1. The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.

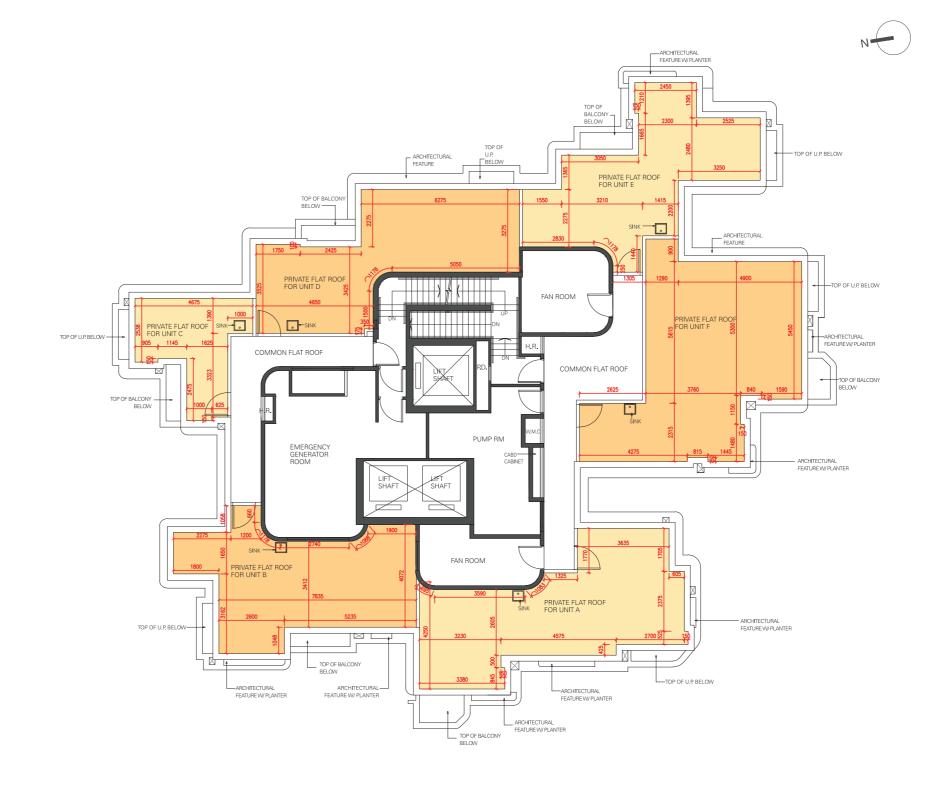
因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

備註:

發展項目的住宅物業的樓面平面圖

Tower 2 第2座

ROOF PLAN 天台平面圖



Scale 比例: 0 10m (米)

發展項目的住宅物業的樓面平面圖

Tower 2 第2座

ROOF PLAN 天台平面圖

	ELOOD #BE			UNIT	- 單位		
	FLOOR 樓層	А	В	С	D	Е	F
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	R/F 天台				plicable 適用		
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	R/F 天台				plicable 適用		

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

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Remarks

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

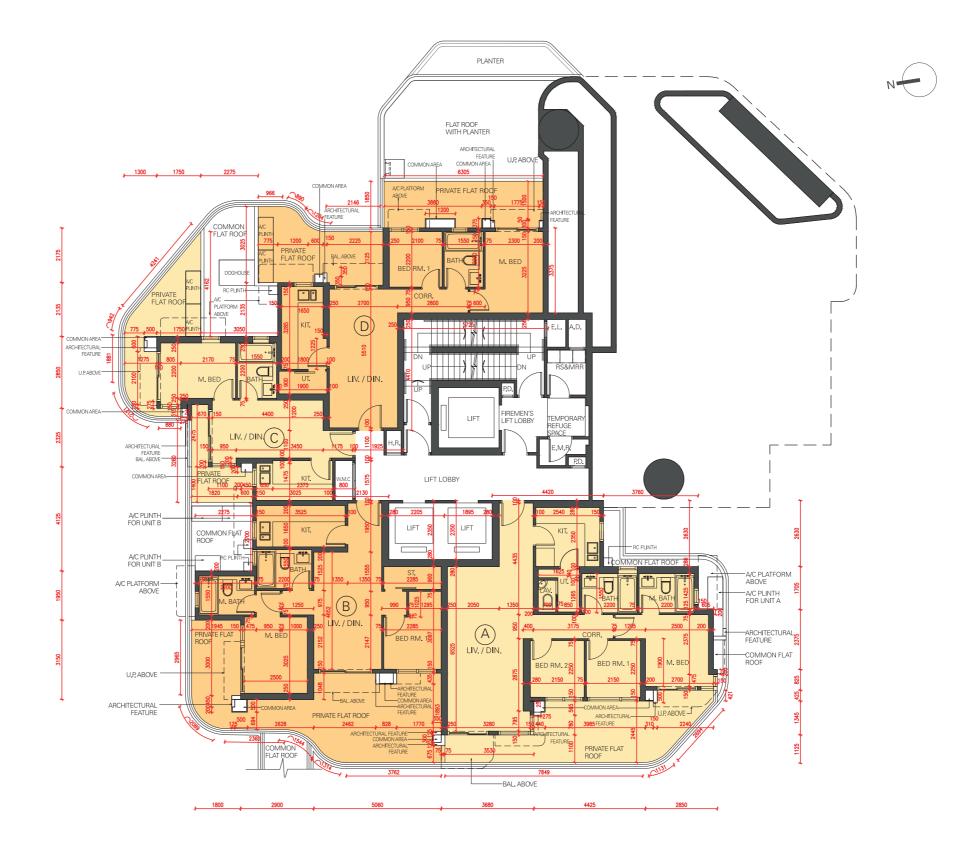
因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓說明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

備註:

發展項目的住宅物業的樓面平面圖

TOWER 3 第3座

1/F FLOOR PLAN 1樓平面圖



Scale 比例: 0 10m (米)

Tower 3 第3座

1/F FLOOR PLAN 1樓平面圖

	FLOOD #P ES	UNIT 單位					
	FLOOR 樓層	А	В	С	D		
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	1/F 1樓	150	150	150	150		
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	1/F 1樓	3150	3150	3150	3150		

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

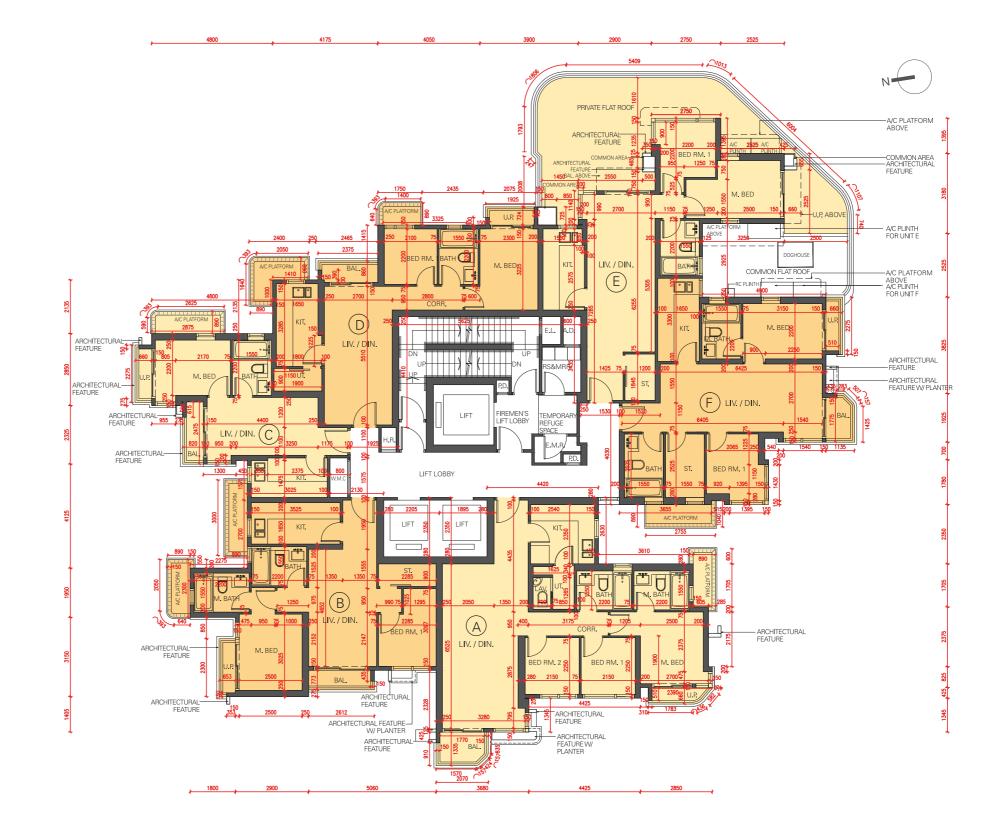
1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

發展項目的住宅物業的樓面平面圖

TOWER 3 第3座

2/F FLOOR PLAN 2樓平面圖



Scale 比例: 0 10m (米)

Tower 3 第3座

2/F FLOOR PLAN 2樓平面圖

	FLOOR 樓層	UNIT 單位						
	FLOOK 倭僧	А	В	С	D	Е	F	
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	2/F 2樓	150	150	150	150	150	150	
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	2/F 2樓	3150	3150	3150	3150	3150	3150	

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

TOWER 3 第3座

3/F, 5/F - 12/F AND 15/F - 16/F FLOOR PLAN 3樓、5樓至12樓及15樓至16樓平面圖



Scale 比例: 0 10m (米)

發展項目的住宅物業的樓面平面圖

Tower 3 第3座

3/F, 5/F - 12/F AND 15/F - 16/F FLOOR PLAN 3樓、5樓至12樓及15樓至16樓平面圖

	FI OOD 排展	UNIT 單位						
	FLOOR 樓層	А	В	С	D	Е	F	
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	3/F, 5/F - 12/F and 15/F - 16/F 3樓、5樓至12樓及 15樓至16樓	150	150	150	150	150	150	
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	3/F, 5/F - 12/F and 15/F - 16/F 3樓、5樓至12樓及 15樓至16樓	3150	3150	3150	3150	3150	3150	

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

Remarks

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

備註:

發展項目的住宅物業的樓面平面圖

TOWER 3 第3座

17/F - 22/F FLOOR PLAN 17樓至22樓平面圖



Scale 比例: 0 10m (米)

發展項目的住宅物業的樓面平面圖

Tower 3 第3座

17/F - 22/F FLOOR PLAN 17樓至22樓平面圖

	FLOOD 神岡	UNIT 單位								
	FLOOR 樓層	А	В	С	D	Е	F			
The thickness of the floor slabs (excluding plaster) (mm) of each residential property	17/F - 21/F 17樓至21樓	150	150	150	150	150	150			
每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	22/F 22樓	200	200	200	200	200, 350	200			
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度(毫米)	17/F - 21/F 17樓至21樓	3150	3150	3150	3150	3150	3150			
	22/F 22樓	3500, 3850	3500, 3850	3500, 3850	3500, 3850	3500, 3850	3500, 3850			

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

Remarks

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

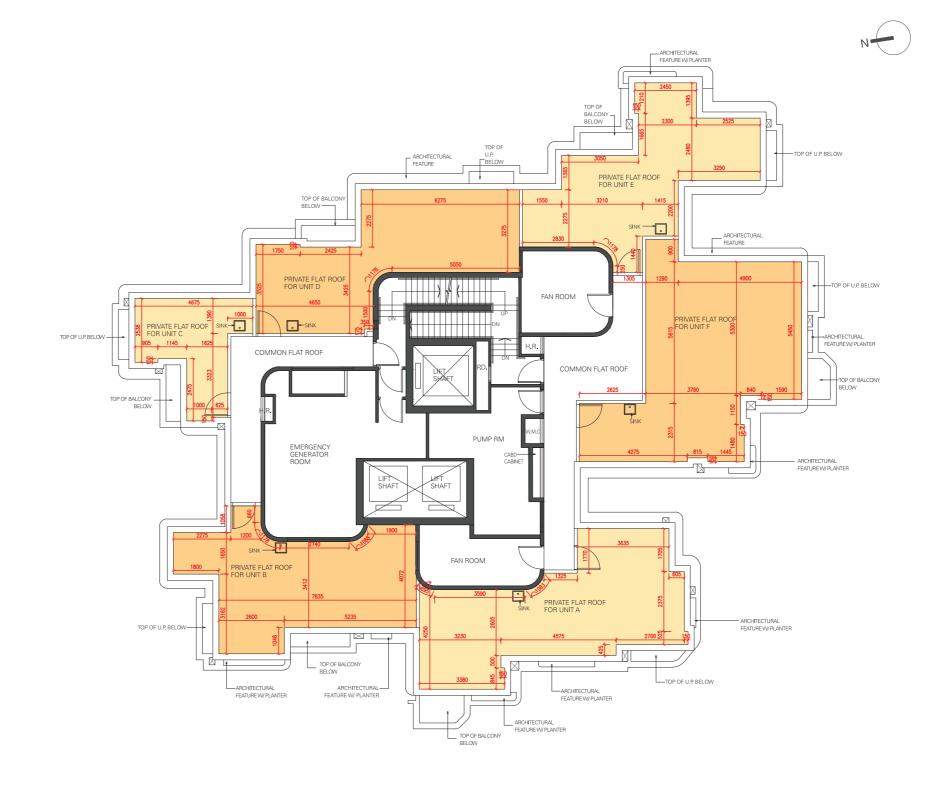
因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

備註:

發展項目的住宅物業的樓面平面圖

Tower 3 第3座

ROOF PLAN 天台平面圖



Scale 比例: 0 10m (米)

發展項目的住宅物業的樓面平面圖

Tower 3 第3座

ROOF PLAN 天台平面圖

	FLOOD #P EE	UNIT 單位								
	FLOOR 樓層	А	В	С	D	Е	F			
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	R/F 天台	Not applicable 不適用								
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	R/F 天台	Not applicable 不適用								

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

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

Remarks

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

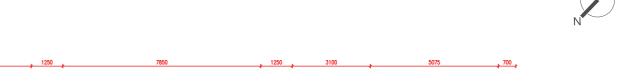
因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓說明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

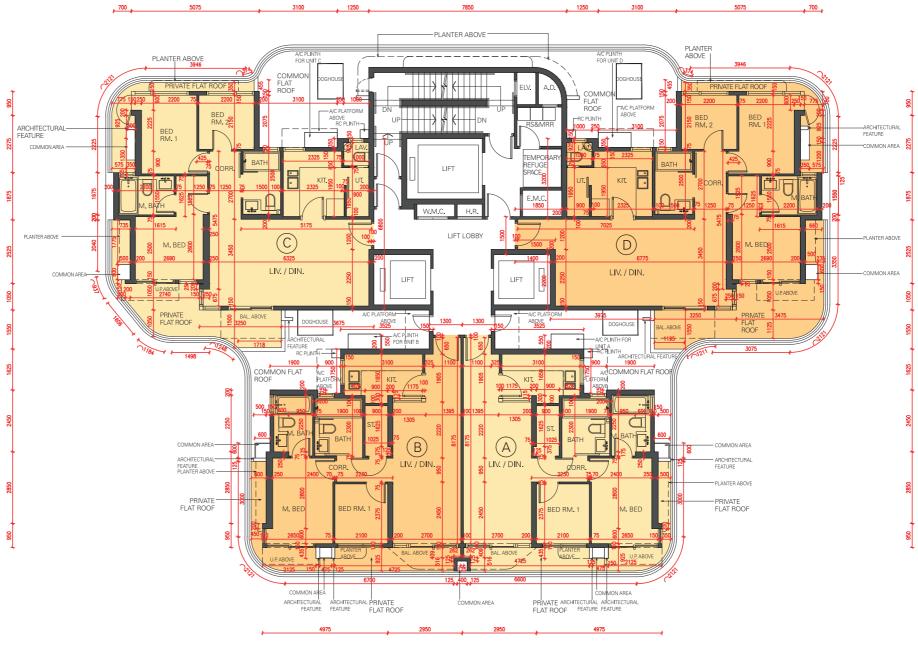
備註:

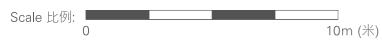
發展項目的住宅物業的樓面平面圖

TOWER 5 第5座

2/F FLOOR PLAN 2樓平面圖







Tower 5 第5座

2/F FLOOR PLAN 2樓平面圖

	FLOOD 博展	UNIT 單位							
	FLOOR 樓層	А	В	С	D				
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	2/F 2樓	150	150	150	150				
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	2/F 2樓	3050	3050	3050	3050				

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

1. The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.

因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

發展項目的住宅物業的樓面平面圖

TOWER 5 第5座

3/F, 7/F AND 9/F FLOOR PLAN 3樓、7樓及9樓平面圖







發展項目的住宅物業的樓面平面圖

Tower 5 第5座

3/F, 7/F AND 9/F FLOOR PLAN 3樓、7樓及9樓平面圖

	ELOOD 神厥	UNIT 單位							
	FLOOR 樓層	А	В	С	D				
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	3/F, 7/F and 9/F 3樓、7樓及9樓	150	150	150	150				
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度 (毫米)	3/F, 7/F and 9/F 3樓、7樓及9樓	3050	3050	3050	3050				

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

Remarks

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

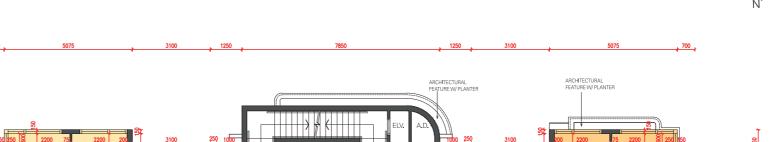
因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

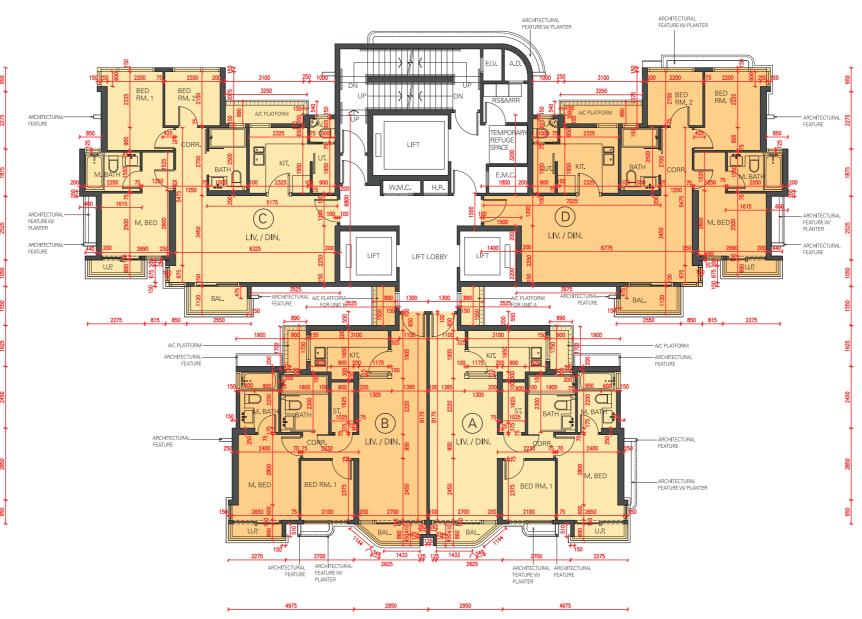
備註:

發展項目的住宅物業的樓面平面圖

Tower 5 第5座

5/F - 6/F, 8/F AND 10/F FLOOR PLAN 5樓至6樓、8樓及10樓平面圖







發展項目的住宅物業的樓面平面圖

TOWER 5 第5座

5/F - 6/F, 8/F AND 10/F FLOOR PLAN 5樓至6樓、8樓及10樓平面圖

	FLOOR 樓層	UNIT 單位							
	FLOOR 後眉	А	В	С	D				
The thickness of the floor slabs (excluding plaster) (mm) of each	5/F - 6/F and 8/F 5樓至6樓及8樓		150	150 150					
residential property 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	10/F 10樓	200	200	200, 300, 400	200, 300, 400				
The floor-to-floor height (mm) of each residential property	5/F - 6/F and 8/F 5樓至6樓及8樓	3050	3050 3050		3050				
每個住宅物業的層與層之間的高度(毫米)	10/F 10樓	3050, 3400	3050, 3400	3050, 3250, 3400, 3600	3050, 3250, 3400, 3600				

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.

Please refer to page [24] of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.

Remarks

1. The dimensions in the floor plans are all structural dimensions in millimetres and rounded off to the nearest integer.

因住宅物業較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大。 請參閱本售樓説明書第[24]頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。

備註:

12 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		perty	Saleable Area (including Balcony, Utility Platform and Verandah (if any))	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Tower 座數	Floor 樓層	Unit 單位	gq. 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)	Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
		А	81.716 (880) Balcony 露台:3.070 (33) Utility Platform 工作平台:-	-	-	-	17.158 (185)	-	-	-	-	-	-
	1/F	В	82.790 (891) Balcony 露台:3.070 (33) Utility Platform 工作平台:-	-	-	-	22.882 (246)	-	-	-	-	-	-
	1樓	С	73.043 (786) Balcony 露台 : - Utility Platform 工作平台 : -	-	-	-	30.225 (325)	-	-	-	-	-	-
		D	75.846 (816) Balcony 露台: 2.680 (29) Utility Platform 工作平台: 1.502 (16)	-	-	-	30.213 (325)	30.213 (325)	-	-	-	-	
	2/F - 3/F, 5/F - 12/F and 15/F - 21/F	А	83.223 (896) Balcony 露台: 3.070 (33) Utility Platform 工作平台: 1.507 (16)	-	-	-	-	-	-	-	-	-	-
Tower 1		В	84.292 (907) Balcony 露台: 3.070 (33) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
第 1 座	2樓至3樓、 5樓至12樓 及15樓至21樓	С	77.245 (831) Balcony 露台: 2.700 (29) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
	×10 x ± 2 1 x	D	75.845 (816) Balcony 露台: 2.680 (29) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
		А	83.223 (896) Balcony 露台: 3.070 (33) Utility Platform 工作平台: 1.507 (16)	-	-	-	-	-	-	71.738 (772)	2.284 (25)	-	-
	22/F	В	84.188 (906) Balcony 露台: 3.070 (33) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	72.323 (778)	2.284 (25)	-	-
	22樓	С	77.245 (831) Balcony 露台: 2.700 (29) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	34.585 (372)	2.284 (25)	-	-
		D	75.845 (816) Balcony 露台: 2.680 (29) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	44.507 (479)	2.284 (25)	-	-

- 1. The saleable area of each residential property and the floor area of a balcony (if any), a utility platform (if any) and a verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The area of other specified items (not included in the saleable area) to the extent that it forms part of the residential property are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- 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 off to the nearest integer, and thus the figures in square metres and square feet may be slightly different.
- 2. 4/F, 13/F & 14/F are omitted.
- 3. There is no verandah in the residential properties in the Development.

- 1. 每個住宅物業的實用面積及構成住宅物業的一部分的露台(如有)、工作平台(如有)及陽台(如有)的樓面面積,是按《一 手住宅物業銷售條例》第8條計算得出的。
- 2. 構成住宅物業的一部分的其他指明項目的面積(不計算入實用面積),是按《一手住宅物業銷售條例》附表2第2部計算 得出的。

- 1. 上述面積是以1平方米 = 10.764平方呎換算至平方呎並四捨五入至整數·故以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. 不設4樓、13樓及14樓。
- 3. 發展項目住宅物業並無陽台。

Descriptio	n of Residential Pro 物業的描述	perty	Saleable Area (including Balcony, Utility Platform and Verandah (if any))	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Tower 座數	Floor 樓層	Unit 單位	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)	Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
		А	72.109 (776) Balcony 露台:- Utility Platform 工作平台:-	-	-	-	31.442 (338)	-	-	-	-	-	-
		В	55.108 (593) Balcony 露台: - Utility Platform 工作平台: -	-	-	-	27.891 (300)	-	-	-	-	-	-
	1/F	С	31.482 (339) Balcony 露台: - Utility Platform 工作平台: -	-	-	-	15.713 (169)	-	-	-	-	-	-
	1樓	D	48.596 (523) Balcony 露台: - Utility Platform 工作平台: -	-	-	-	18.534 (199)	-	-	-	-	-	-
		Е	53.130 (572) Balcony 露台: - Utility Platform 工作平台: -	-	-	-	18.380 (198)	-	-	-	-	-	-
Tower 2		F	56.808 (611) Balcony 露台: - Utility Platform 工作平台:-	-	-	-	13.157 (142)	-	-	-	-	-	-
第 2 座		А	76.289 (821) Balcony 露台: 2.675 (29) Utility Platform 工作平台: 1.505 (16)	-	-	-	-	-	-	-	-	-	-
	2/F - 3/F,	В	58.630 (631) Balcony 露台:2.020 (22) Utility Platform 工作平台:1.502 (16)	-	-	-	-	-	-	-	-	-	-
	5/F - 12/F and 15/F - 16/F 2樓至3樓、 5樓至12樓及 15樓至16樓	С	35.014 (377) Balcony 露台:2.030 (22) Utility Platform 工作平台:1.502 (16)	-	-	-	-	-	-	-	-	-	-
		D	52.116 (561) Balcony 露台:2.018 (22) Utility Platform 工作平台:1.502 (16)	-	-	-	-	-	-	-	-	-	-
		Е	56.725 (611) Balcony 露台:2.093 (23) Utility Platform 工作平台:1.502 (16)	-	-	-	-	-	-	-	-	-	-
		F	60.405 (650) Balcony 露台:2.096 (23) Utility Platform 工作平台:1.502 (16)	-	-	-	-	-	-	-	-	-	-

- 1. The saleable area of each residential property and the floor area of a balcony (if any), a utility platform (if any) and a verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The area of other specified items (not included in the saleable area) to the extent that it forms part of the residential property are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- 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 off to the nearest integer, and thus the figures in square metres and square feet may be slightly different.
- 2. 4/F, 13/F & 14/F are omitted.
- 3. There is no verandah in the residential properties in the Development.

- 1. 每個住宅物業的實用面積及構成住宅物業的一部分的露台(如有)、工作平台(如有)及陽台(如有)的樓面面積,是按《一 手住宅物業銷售條例》第8條計算得出的。
- 2. 構成住宅物業的一部分的其他指明項目的面積(不計算入實用面積),是按《一手住宅物業銷售條例》附表2第2部計算 得出的。

- 1. 上述面積是以1平方米 = 10.764平方呎換算至平方呎並四捨五入至整數,故以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. 不設4樓、13樓及14樓。
- 3. 發展項目住宅物業並無陽台。

Descriptio	n of Residential Pr 物業的描述	operty	Saleable Area (including Balcony, Utility Platform and Verandah (if any))		Area		ified items (N 指明項目的面			ole Area) sq. m 5米(平方呎)	netre (sq. ft)		
Tower 座數	Floor 樓層	Unit 單位	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)	Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
		А	76.289 (821) Balcony 露台: 2.675 (29) Utility Platform 工作平台: 1.505 (16)	-	-	-	-	-	-	-	-	-	-
		В	58.630 (631) Balcony 露台: 2.020 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
	17/F - 21/F	С	35.014 (377) Balcony 露台: 2.030 (22) Utility Platform 工作平台: 1.502 (16)	-		-	-	-	-	-			
	17樓至21樓	D	52.116 (561) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
		Е	56.553 (609) Balcony 露台: 2.093 (23) Utility Platform 工作平台: 1.502 (16)	-		-	-	-	-				
Tower 2		F	60.405 (650) Balcony 露台: 2.096 (23) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
第 2 座		А	76.289 (821) Balcony 露台: 2.675 (29) Utility Platform 工作平台: 1.505 (16)	-	-	-	-	-	-	41.064 (442)	-	-	-
		В	58.630 (631) Balcony 露台: 2.020 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	35.746 (385)	-	-	-
	22/F 22樓	С	35.014 (377) Balcony 露台: 2.030 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	14.230 (153)	-	-	-
		D	52.116 (561) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	36.236 (390)	-	-	-
		Е	56.553 (609) Balcony 露台: 2.093 (23) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	34.820 (375)	-	-	-
		F	60.405 (650) Balcony 露台: 2.096 (23) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	50.272 (541)	-	-	-

- 1. The saleable area of each residential property and the floor area of a balcony (if any), a utility platform (if any) and a verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The area of other specified items (not included in the saleable area) to the extent that it forms part of the residential property are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- 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 off to the nearest integer, and thus the figures in square metres and square feet may be slightly different.
- 2. 4/F, 13/F & 14/F are omitted.
- 3. There is no verandah in the residential properties in the Development.

- 1. 每個住宅物業的實用面積及構成住宅物業的一部分的露台(如有)、工作平台(如有)及陽台(如有)的樓面面積,是按《一 手住宅物業銷售條例》第8條計算得出的。
- 2. 構成住宅物業的一部分的其他指明項目的面積(不計算入實用面積),是按《一手住宅物業銷售條例》附表2第2部計算 得出的。

- 1. 上述面積是以1平方米 = 10.764平方呎換算至平方呎並四捨五入至整數,故以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. 不設4樓、13樓及14樓。
- 3. 發展項目住宅物業並無陽台。

Descriptio	on of Residential P 物業的描述	roperty	Saleable Area (including Balcony, Utility Platform and Verandah (if any))		Area o		ified items (N 指明項目的面積				metre (sq. ft)		
Tower 座數	Floor 樓層	Unit 單位	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)	Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
		А	72.109 (776) Balcony 露台: - Utility Platform 工作平台: -	-	-	-	19.269 (207)	-	-	-	-	-	-
	1/F	В	55.108 (593) Balcony 露台:- Utility Platform 工作平台:-	-	-	-	28.335 (305)	-	-	-	-	-	-
	1樓	С	31.482 (339) Balcony 露台:- Utility Platform 工作平台:-	-	-	-	15.713 (169)	-	-	-	-	-	-
		D	48.958 (527) Balcony 露台:- Utility Platform 工作平台:-	-	-	-	22.671 (244)	-	-	-	-	-	-
Tower 3		А	76.289 (821) Balcony 露台: 2.675 (29) Utility Platform 工作平台: 1.505 (16)	-	-	-	-	-	-	-	-	-	-
第3座		В	58.630 (631) Balcony 露台:2.020 (22) Utility Platform 工作平台:1.502 (16)	-	-	-	-	-	-	-	-	-	-
	2/F	С	35.014 (377) Balcony 露台: 2.030 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
	2樓	D	52.116 (561) Balcony 露台:2.018 (22) Utility Platform 工作平台:1.502 (16)	-	-	-	-	-	-	-	-	-	-
		Е	53.130 (572) Balcony 露台: - Utility Platform 工作平台: -	-	-	-	35.592 (383)	-	-	-	-	-	-
		F	60.405 (650) Balcony 露台:2.096 (23) Utility Platform 工作平台:1.502 (16)	-	-	-	-	-	-	-	-	-	-

- 1. The saleable area of each residential property and the floor area of a balcony (if any), a utility platform (if any) and a verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The area of other specified items (not included in the saleable area) to the extent that it forms part of the residential property are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

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 off to the nearest integer, and thus the figures in square metres and square feet may be slightly different.
- 2. 4/F, 13/F & 14/F are omitted.
- 3. There is no verandah in the residential properties in the Development.

- 1. 每個住宅物業的實用面積及構成住宅物業的一部分的露台(如有)、工作平台(如有)及陽台(如有)的樓面面積,是按《一 手住宅物業銷售條例》第8條計算得出的。
- 2. 構成住宅物業的一部分的其他指明項目的面積(不計算入實用面積),是按《一手住宅物業銷售條例》附表2第2部計算 得出的。

- 1. 上述面積是以1平方米 = 10.764平方呎換算至平方呎並四捨五入至整數,故以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. 不設4樓、13樓及14樓。
- 3. 發展項目住宅物業並無陽台。

Descriptio	on of Residential Pro 物業的描述	perty	Saleable Area (including Balcony, Utility Platform and Verandah (if any))	Area of other specified items (Not included in the Saleable Area) sq. metre 其他指明項目的面積(不計算入實用面積)平方米(平方呎)						metre (sq. ft)				
Tower 座數	Floor 樓層	Unit 單位	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)	Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院	
		А	76.289 (821) Balcony 露台: 2.675 (29) Utility Platform 工作平台: 1.505 (16)	-	-	-	-	-	-	-	-	-	-	
		В	58.630 (631) Balcony 露台: 2.020 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	nood Terrace Yard 庭院		
Tower 3	3/F, 5/F - 12/F and 15/F - 16/F	С	35.014 (377) Balcony 露台: 2.030 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-	
第3座	座 3樓、5樓至12樓及 15樓至16樓	3樓、5樓至12樓及	D	52.116 (561) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
		Е	56.725 (611) Balcony 露台: 2.093 (23) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-	
		F	60.405 (650) Balcony 露台: 2.096 (23) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-	

- 1. The saleable area of each residential property and the floor area of a balcony (if any), a utility platform (if any) and a verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The area of other specified items (not included in the saleable area) to the extent that it forms part of the residential property are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

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 off to the nearest integer, and thus the figures in square metres and square feet may be slightly different.
- 3. There is no verandah in the residential properties in the Development.

- 1. 每個住宅物業的實用面積及構成住宅物業的一部分的露台(如有)、工作平台(如有)及陽台(如有)的樓面面積,是按《一 手住宅物業銷售條例》第8條計算得出的。
- 2. 構成住宅物業的一部分的其他指明項目的面積(不計算入實用面積),是按《一手住宅物業銷售條例》附表2第2部計算 得出的。

- 1. 上述面積是以1平方米 = 10.764平方呎換算至平方呎並四捨五入至整數,故以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. 不設4樓、13樓及14樓。
- 3. 發展項目住宅物業並無陽台。

Descriptio	n of Residential Pr 物業的描述	operty	Saleable Area (including Balcony, Utility Platform and Verandah (if any))		Area		ified items (N 指明項目的面			ple Area) sq. n 5米(平方呎)	netre (sq. ft)		
Tower 座數	Floor 樓層	Unit 單位	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)	Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
		А	76.289 (821) Balcony 露台: 2.675 (29) Utility Platform 工作平台: 1.505 (16)	-	-	-	-	-	-	-	-	-	-
		В	58.630 (631) Balcony 露台: 2.020 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
	17/F - 21/F	С	35.014 (377) Balcony 露台: 2.030 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-							
	17樓至21樓	D	52.116 (561) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
		Е	56.553 (609) Balcony 露台: 2.093 (23) Utility Platform 工作平台: 1.502 (16)	-	-		-	-	-	-			
Tower 3		F	60.405 (650) Balcony 露台: 2.096 (23) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
第 3 座		А	76.289 (821) Balcony 露台: 2.675 (29) Utility Platform 工作平台: 1.505 (16)	-	-	-	-	-	-	41.064 (442)	-	-	-
		В	58.630 (631) Balcony 露台: 2.020 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	35.746 (385)	-	-	-
	22/F 22樓	С	35.014 (377) Balcony 露台: 2.030 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	14.230 (153)	-	-	-
		D	52.116 (561) Balcony 露台: 2.018 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	36.236 (390)	-	-	-
		Е	56.553 (609) Balcony 露台: 2.093 (23) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	34.820 (375)	-	-	-
		F	60.405 (650) Balcony 露台: 2.096 (23) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	50.272 (541)	-	-	-

- 1. The saleable area of each residential property and the floor area of a balcony (if any), a utility platform (if any) and a verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.
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- 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 off to the nearest integer, and thus the figures in square metres and square feet may be slightly different.
- 2. 4/F, 13/F & 14/F are omitted.
- 3. There is no verandah in the residential properties in the Development.

- 1. 每個住宅物業的實用面積及構成住宅物業的一部分的露台(如有)、工作平台(如有)及陽台(如有)的樓面面積,是按《一 手住宅物業銷售條例》第8條計算得出的。
- 2. 構成住宅物業的一部分的其他指明項目的面積(不計算入實用面積),是按《一手住宅物業銷售條例》附表2第2部計算 得出的。

- 1. 上述面積是以1平方米 = 10.764平方呎換算至平方呎並四捨五入至整數,故以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. 不設4樓、13樓及14樓。
- 3. 發展項目住宅物業並無陽台。

Descriptio	on of Residential Pro 物業的描述	perty	Saleable Area (including Balcony, Utility Platform and Verandah (if any))		Area c						metre (sq. ft)		
Tower 座數	Floor 樓層	Unit 單位	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)	Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
		А	56.929 (613) Balcony 露台: - Utility Platform 工作平台: -	-	-	-	8.305 (89)	-	-		-		
	2/F	В	56.929 (613) Balcony 露台: - Utility Platform 工作平台: -	-	-	-	8.740 (94)	-	Space 停車位 天台 Stailloud 梯屋 Tellace 前庭 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -	-			
	2樓	С	72.144 (777) Balcony 露台 : - Utility Platform 工作平台 : -	-	-	-	- 15.177 (163)	-					
Tower 5		D	75.879 (817) Balcony 露台: - Utility Platform 工作平台: -	-	-	-	17.000 (183)	-	-	-	-	-	-
第 5 座		А	60.350 (650) Balcony 露台: 2.034 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
	3/F and 5/F - 10/F	В	60.350 (650) Balcony 露台: 2.034 (22) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
	3樓及5樓至10樓	С	76.538 (824) Balcony 露台: 2.856 (31) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-
		D	80.303 (864) Balcony 露台: 2.856 (31) Utility Platform 工作平台: 1.502 (16)	-	-	-	-	-	-	-	-	-	-

- 1. The saleable area of each residential property and the floor area of a balcony (if any), a utility platform (if any) and a verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.
- 2. The area of other specified items (not included in the saleable area) to the extent that it forms part of the residential property are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- 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 off to the nearest integer, and thus the figures in square metres and square feet may be slightly different.
- 2. 4/F is omitted.
- 3. There is no verandah in the residential properties in the Development.

- 1. 每個住宅物業的實用面積及構成住宅物業的一部分的露台(如有)、工作平台(如有)及陽台(如有)的樓面面積,是按《一 手住宅物業銷售條例》第8條計算得出的。
- 2. 構成住宅物業的一部分的其他指明項目的面積(不計算入實用面積),是按《一手住宅物業銷售條例》附表2第2部計算 得出的。

- 1. 上述面積是以1平方米 = 10.764平方呎換算至平方呎並四捨五入至整數,故以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 2. 不設4樓。
- 3. 發展項目住宅物業並無陽台。

Loading / Unloading Space for Refuse Collection Vehicle

垃圾收集車停車位

Scale 比例:

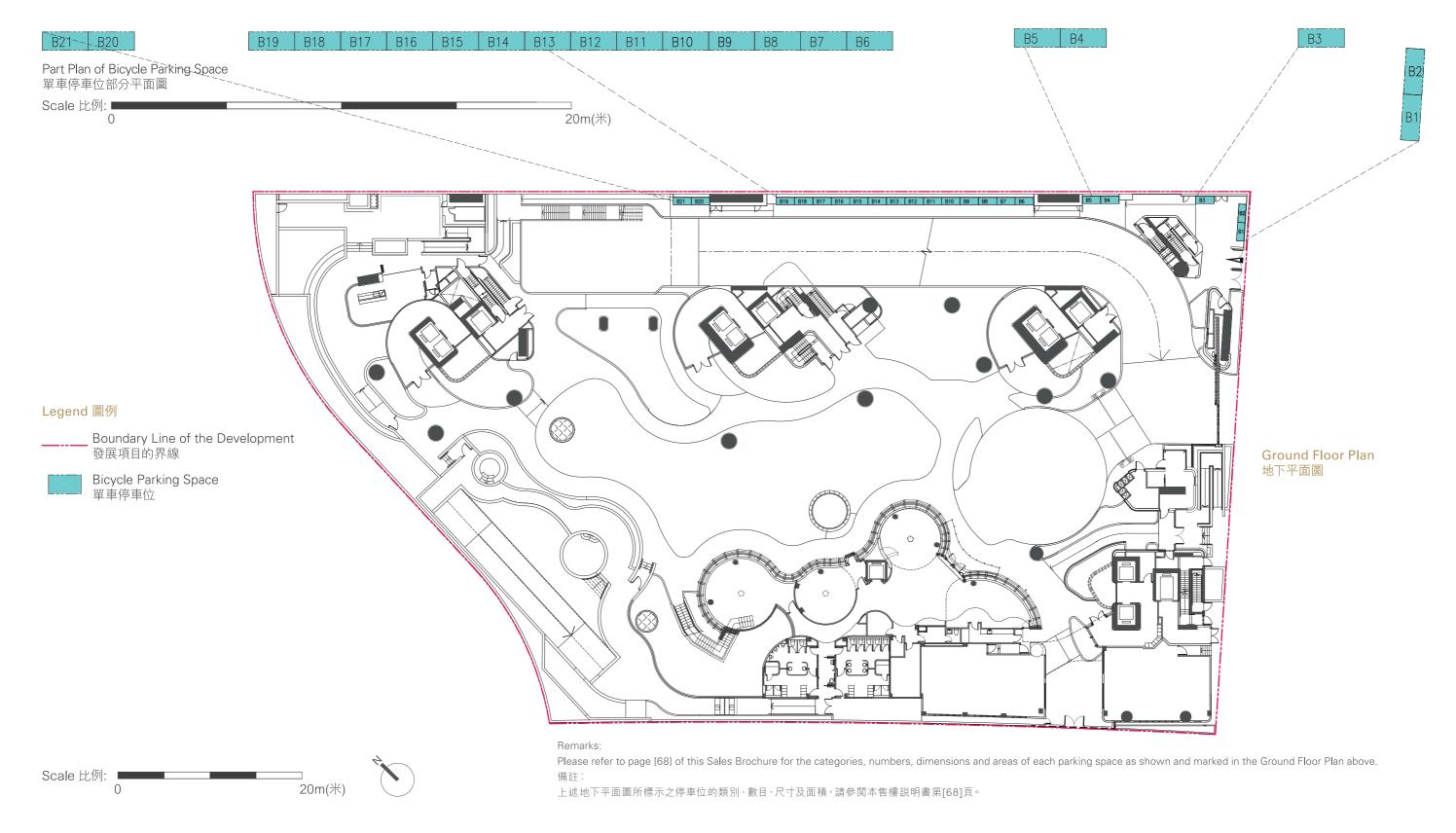


Basement 1 Floor Plan 地庫1樓平面圖

Remarks:

Please refer to page [68] of this Sales Brochure for the categories, numbers, dimensions and areas of each parking space as shown and marked in the Basement 1 Floor Plan above.

上述地庫1樓平面圖所標示之停車位的類別、數目、尺寸及面積,請參閱本售樓説明書第[68]頁。



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

Categories, Numbers, Dimensions and Area of Parking Spaces in the Development are as follows:

發展項目停車位的類別、數目、尺寸及面積如下:

Floor 樓層	Legend 圖例	Category of Parking Spaces 停車位類別	Parking Space Number 停車位編號	Total Number 數目	Dimensions (Length x Width) (m) 尺寸 (長 x 闊)(米)	Area of each Parking Space (sq.m) 每個停車位面積(平方米)
		Motor Cycle Parking Space 電單車停車位	M01 - M04	4	2.4 x 1.0	2.4
		Residential Car Parking Space 住宅停車位	P01 - P74	74	5.0 x 2.5	12.5
Basement 1		Visitors' Car Parking Space 訪客停車位	V01 - V05, V07 - V11, V14 - V15	12	5.0 x 2.5	12.5
地庫1樓	G	Visitors' Accessible Car Parking Space 訪客暢通易達停車位	V06, V12 - V13	3	5.0 x 2.5	12.5
		Loading / Unloading Space for Residents 住客上落貨車位	L1 - L4	4	11.0 x 3.5	38.5
		Loading / Unloading Space for Refuse Collection Vehicle 垃圾收集車停車位	-	1	12.0 × 5.0	60
Ground 地下		Bicycle Parking Space 單車停車位	B1 - B21	21	2.0 × 0.8	1.6

14 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) the Preliminary Agreement is terminated;
- (ii) the preliminary deposit is forfeited; and
- (iii) the owner does not have any further claim against the purchaser for the failure.

- 1. 在簽署臨時買賣合約(「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。

According to the latest draft Deed of Mutual Covenant and Management Agreement of the Development (the "DMC") :-

Notes:

- 1. Unless otherwise defined, capitalised terms below have the meaning given to them under the DMC.
- 2. For full details, please refer to the DMC which is free for inspection during opening hours at the sales office. Full script of the DMC is available for inspection upon respect of copies of the DMC can be obtained upon paying necessary photocopying charges.

1. The common parts of the Development

"Carpark Common Areas and Facilities" means and includes: - (a) the whole of the Carpark except the Parking Spaces, and the Visitor Parking Spaces (which form parts of the Residential Common Areas and Facilities); (b) driveway, ramp, run-in/out, waiting area and such other areas and facilities of and in the Land and the Development for the common use and benefit of the Carpark as a whole or otherwise not of any individual Owner; and (c) such other areas and facilities of and in the Land and the Development designated as Carpark Common Areas and Facilities in accordance with this Deed, which for the purposes of identification only are shown coloured **Red** on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Carpark: (i) are covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or (ii) fall within the categories as specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance, then such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities and the Residential Common Areas and Facilities;

"Common Areas and Facilities" means the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities;

"Development Common Areas and Facilities" means and includes :- (a) the Guard Room, the Office for Watchmen and the Owners' Committee Office; (b) the Greenery Area; (c) cabinet for fire service and sprinkler inlets, canopies, cable riser duct room, check meter cabinets, corridors, electrical ducts, electrical rooms, emergency generator room, emergency vehicular access, all external walls (other than those forming part of the Residential Common Areas and Facilities), fire services control room, fuel oil tank room, gas chambers, hose reels, irrigation water tank room, lay-bys, master meter room, potable and flushing water pump room, pipe ducts, ramps, the refuse storage and material recovery chamber, sprinkler control valve cabinet, staircases, street fire hydrant tank room, sprinklers pumps and tanks room, transformer room, low voltage switch room, telecommunications and broadcasting equipment room, water tanks, petrol interceptor; (d) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole or otherwise not of any individual Owner; and (e) such other areas and facilities of and in the Land and the Development designated as Development Common Areas and Facilities in accordance with this Deed which for the purposes of identification only are shown coloured Violet and Violet Hatched Black on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Development other than the Carpark and the Residential Accommodation: - (i) are covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or (ii) fall within the categories as specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance, then such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities, but shall exclude the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities;

"Residential Common Areas and Facilities" means and includes :- (a) the Bicycle Parking Spaces, the Covered Landscape, the Loading and Unloading Spaces and the Visitor Parking Spaces; (b) the Non-Structural Prefabricated External Walls, the curtain wall and other external walls and surfaces (i) enclosing the Residential Common Areas and Facilities and (ii) at or above 1st Floor of Tower 1, Tower 2 and Tower 3 and at or above 2nd Floor of Tower 5 of the Development; (c) the Recreational Facilities; (d) corridors, emergency vehicular access,

hose reels, horizontal screens, hose reel cabinets, metal architectural features, pipe ducts, drain pipes, planters, refuse storage and material recovery rooms, staircases, water feature filtration plant room, water tanks, common flat roof, extra low voltage rooms; (e) such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner; and (f) such other areas and facilities of and in the Land and the Development designated as Residential Common Areas and Facilities in accordance with this Deed which for the purposes of identification only are shown coloured **Yellow** and **Yellow Cross Hatched Black** and **Green** and **Green Hatched Black** shown in **Red Line** on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Residential Accommodation:—(i) are covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or (ii) fall within the categories as specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance, then such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities and the Carpark Common Areas and Facilities;

2. The number of undivided shares assigned to each residential property in the Development

For the number of undivided shares assigned to each residential property, please refer to the Table of Allocation of Undivided Shares in this section below.

3. The term of years for which the manager of the Development is appointed

Together Management Company Limited will be appointed as the manager of the Development initially for a term of not exceeding 2 years commencing from the date of the DMC and to be continued thereafter unless and until terminated in accordance with the DMC.

4. The basis on which the management expenses are shared among the owners of the residential properties in the Development

Each Owner shall contribute to the budgeted Management Expenses in the following manner:-

- (a) Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development;
- (b) Each Owner of a Residential Unit shall contribute his due proportion of:-
 - (i) the budgeted Management Expenses under the second part of the annual budget; and

Spaces in square metres)

(ii) a fraction of the budgeted Management Expenses under the third part of the annual budget calculated in accordance with the following formula:-

187.5 (i.e. Total gross floor area of all Visitor Parking Spaces in square metres)

Relevant fraction =

1122.1 (i.e. Total gross floor area of all Parking Spaces and all Visitor Parking

which proportion shall equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units;

(c) After taking into account the contribution made by the Owners of the Residential Units in sub-clause (b)(ii) of Clause 4.8, each Owner of a Parking Space shall contribute his due proportion of the budgeted Management Expenses under the third part of the annual budget which proportion shall be equal to the Management Shares of his Parking Space divided by the total Management Shares of all Parking Spaces.

PROVIDED THAT:-

- (I) No Owner may be called upon to pay more than his appropriate share of the Management Expenses, having regard to the number of Management Shares allocated to his Unit;
- (II) The First Owner shall make payments and contributions towards the Management Expenses which are of recurrent nature in respect of those Units and Undivided Shares unsold; and
- (III) All outgoings (including Government rent, rates, management expenses) up to and inclusive of the date of the first assignment by the First Owner of each Unit shall be paid by the First Owner and no Owner shall be required to make any payment or reimburse the First Owner for such outgoings. Without prejudice to any provisions contained in the DMC, no person shall, after ceasing to be an Owner of any Undivided Share, be liable for any debts, liabilities or obligations under the covenants and provisions of the DMC in respect of such Undivided Share and the part of the Development held therewith except in respect of any breach, non-observance or non-performance by such person of any such covenants or provisions prior to his ceasing to be the Owner thereof.

Remarks: The total gross floor areas of (a) all Visitor Parking Spaces and (b) all Parking Spaces and all Visitor Parking Spaces in square metres are respectively 187.5 and 1122.1.

5. The basis on which the management fee deposit is fixed

The amount of management fee deposit shall be a sum equal to 3/12th of the first year's budgeted Management Expenses payable in respect of a Unit.

6. The area (if any) in the development retained by the owner for that owner's own use

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

Table of Allocation of Undivided Shares

Tower	Floor	Unit	Undivided Shares/Management Shares (per Unit)
		А	84 / 21,429
	1/F	May 1,429 A 84 / 21,429 B 85 / 21,429 C 76 / 21,429 D 79 / 21,429 A 84 / 21,429 C 78 / 21,429 C 78 / 21,429 D 77 / 21,429 A 84 / 21,429 B 85 / 21,429 C 78 / 21,429 A 84 / 21,429 B 85 / 21,429 C 78 / 21,429 C 78 / 21,429 C 78 / 21,429 D 77 / 21,429 A 94 / 21,429 B 94 / 21,429 C 84 / 21,429 D 83 / 21,429	
	17.5	С	76 / 21,429
		D	79 / 21,429
		А	84 / 21,429
	2/F - 3/F, 5/F - 12/F, 15/F - 16/F	В	85 / 21,429
	(12 storeys)	С	78 / 21,429
Tower 1		D	77 / 21,429
Tower 1		А	84 / 21,429
	17/F – 21/F	В	85 / 21,429
	(5 storeys)	С	78 / 21,429
		D	77 / 21,429
		А	94 / 21,429
	22/5	В	94 / 21,429
	22/F	С	84 / 21,429
		D	83 / 21,429
			Sub-Total: 6,187 / 21,429

Tower	Floor	Unit	Undivided Shares/Management Shares (per Unit)				
		А	75 / 21,429				
		В	58 / 21,429				
	1/F	С	33 / 21,429				
	1/ F	D	(per Unit) 75 / 21,429 58 / 21,429 33 / 21,429 51 / 21,429 55 / 21,429 58 / 21,429 77 / 21,429 60 / 21,429 53 / 21,429 53 / 21,429 51 / 21,429 61 / 21,429 60 / 21,429 53 / 21,429 61 / 21,429 53 / 21,429 53 / 21,429 61 / 21,429 53 / 21,429 53 / 21,429 53 / 21,429 53 / 21,429 53 / 21,429 53 / 21,429 55 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429				
		Е	55 / 21,429 58 / 21,429 77 / 21,429 60 / 21,429 36 / 21,429 53 / 21,429 58 / 21,429 61 / 21,429 77 / 21,429				
		F	58 / 21,429				
		А	77 / 21,429				
	2/F - 3/F, 5/F - 12/F, 15/F - 16/F (12 storeys)	В	60 / 21,429				
		С	36 / 21,429				
		D	53 / 21,429				
		Е	58 / 21,429				
Tower 2		F	61 / 21,429				
TOWEL Z		А	77 / 21,429				
		В	60 / 21,429				
	17/F - 21/F	С	36 / 21,429				
	(5 storeys)	D	53 / 21,429				
		Е	58 / 21,429				
		F	61 / 21,429				
		А	81 / 21,429				
		В	64 / 21,429				
	22/F	С	37 / 21,429				
	22/୮	D	57 / 21,429				
		Е	61 / 21,429				
		F	66 / 21,429				
			Sub-Total: 6,561 / 21,429				

Table of Allocation of Undivided Shares

Tower	Floor	Unit	Undivided Shares/Management Shares (per Unit)				
		А	74 / 21,429				
	1/F	В	58 / 21,429				
	1/1	С	33 / 21,429				
		D	51 / 21,429				
		А	77 / 21,429				
		В	60 / 21,429				
	2/5	С	74 / 21,429 58 / 21,429 33 / 21,429 51 / 21,429 60 / 21,429 60 / 21,429 53 / 21,429 57 / 21,429 61 / 21,429 60 / 21,429 61 / 21,429 53 / 21,429 53 / 21,429 61 / 21,429 58 / 21,429 61 / 21,429 61 / 21,429 53 / 21,429 61 / 21,429 61 / 21,429 58 / 21,429 61 / 21,429 58 / 21,429 61 / 21,429 58 / 21,429 58 / 21,429 61 / 21,429 58 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429 61 / 21,429				
	2/F	D	53 / 21,429 57 / 21,429 61 / 21,429				
		Е	57 / 21,429				
		F	61 / 21,429				
		А	77 / 21,429				
		В	60 / 21,429				
	3/F, 5/F - 12/F, 15/F - 16/F	С	36 / 21,429				
Tower 3	(11 storeys)	D	57 / 21,429 61 / 21,429 77 / 21,429 60 / 21,429 36 / 21,429 53 / 21,429 58 / 21,429 61 / 21,429 77 / 21,429 60 / 21,429				
Tower 3		58 / 21,429					
		F	61 / 21,429				
		А	77 / 21,429				
		В	60 / 21,429				
	17/F - 21/F	С	36 / 21,429				
	(5 storeys)	D	53 / 21,429				
		Е	58 / 21,429				
		F	61 / 21,429				
		А	81 / 21,429				
		В	64 / 21,429				
	22.15	С	37 / 21,429				
	22/F	D	57 / 21,429				
		Е	61 / 21,429				
		F	66 / 21,429				
			Sub-Total: 6,446 / 21,429				

Tower	Floor	Unit	Undivided Shares/Management Shares (per Unit)
		А	58 / 21,429
	2/F	В	58 / 21,429
		С	74 / 21,429
Tauvar F		D	78 / 21,429
Tower 5		А	61 / 21,429
	3/F - 10/F	В	61 / 21,429
	(7 storeys)	С	78 / 21,429
		D	81 / 21,429
			Sub-Total: 2,235 / 21,429

Remarks

- 1. 4/F, 13/F and 14/F of Tower 1, Tower 2 and Tower 3 and 4/F of Tower 5 are omitted. 1/F of Tower 5 is part of the Common Areas and Facilities.
- 2. Tower 4 is omitted.

根據「發展項目|最新《公契及管理協議》擬稿(「公契」):

備註:

- 1. 除非另有定義,否則以下採用的詞彙與該等詞彙在「公契」中的涵義相同。
- 2. 請查閱「公契」以了解全部詳情。完整的「公契」可於售樓處開放時間內免費查閱,並且可於支付所需影印費用後按要求取得「公契」副本。

1. 「發展項目」之公用部分

「停車場公用地方及設施」指和包括:(a) 除車位和訪客車位(訪客車位構成住宅公用地方及設施的部分)以外的整個「停車場」;(b) 車道、坡道、車輛進出口通道、等候區及「該土地」及「發展項目」內供「停車場」整體共用與共享或非屬任何個別「業主」的其他地方及設施;及(c) 在「該土地」及「發展項目」內按「本公契」指定為「停車場公用地方及設施」的其他地方及設施,上述各項在「公契圖則」上以紅色顯示僅供識別,惟在適當的情況下,如果「停車場」的任何部分:(i) 屬「該條例」第2條中「公用部分」的定義的(a) 段所涵蓋,及/或(ii) 屬「該條例」附表一指明的類別並屬「該條例」第2條中「公用部分」的定義的(b) 段所涵蓋,則該等部分須視為已包含在「停車場公用地方及設施」之內並構成其部分,但不包括「發展項目公用地方及設施」和「住宅公用地方及設施」;

「公用地方及設施」指「發展項目公用地方及設施」、「住宅公用地方及設施」和「停車場公用地方及設施」;

「發展項目公用地方及設施」指和包括:(a) 「守衛室」、「看守員辦事處」和「業主委員會辦事處」:(b) 「綠化部分」;(c) 消防及灑水器入水掣櫃、簷篷、電纜竪管槽室、檢測錶櫃、走廊、電氣管道、電力房、緊急發電機房、緊急車輛通道、所有外牆(但構成「住宅公用地方及設施」部分的外牆除外)、消防控制室、燃油油箱室、氣體室、喉轆、灌溉水水箱室、路旁停車處、總錶房、食用水及沖廁水泵房、管槽、坡道、垃圾及物料回收房、灑水器控制閱櫃、樓梯、街道消防栓水箱房、灑水器泵及水箱房、變壓器房、低壓電掣室、電訊及廣播設備室、水箱、汽油攔截器:(d) 「該土地」及「發展項目」內擬供「發展項目」整體共用與共享或非屬任何個別「業主」的地方及設施;及(e) 在「該土地」及「發展項目」內按「本公契」指定為「發展項目公用地方及設施」的其他地方及設施,上述各項在「公契圖則」上以**紫色和紫色間黑斜線**顯示僅供識別,惟在適當的情況下,如果除「停車場」和「住宅區」以外的「發展項目」任何部分:(i)屬「該條例」第2條中「公用部分」的定義的(a)段所涵蓋,及/或(ii)屬「該條例」附表一指明的類別並屬「該條例」第2條中「公用部分」的定義的(b)段所涵蓋,則該等部分須視為已包含在「發展項目公用地方及設施」之內並構成其部分,但不包括「住宅公用地方及設施」和「停車場公用地方及設施」;

「住宅公用地方及設施」指和包括:(a) 「單車車位」、「有蓋園景」、「起卸貨物車位」和「訪客車位」;(b) (i) 圍繞「住宅公用地方及設施」和 (ii) 位於「發展項目」「1座」、「2座」及「3座」的一樓或以上及「5座」的二樓或以上的「非結構性預製外牆」、幕牆及其他外牆及表面;(c) 「康樂設施」;(d) 走廊、緊急車輛通道、喉轆、橫向屏障、喉轆櫃、金屬建築裝飾、管槽、排水管、花槽、垃圾及物料回收房、樓梯、庭院水飾過濾機房、水箱、公共平台、特低壓電掣室;(e) 「該土地」及「發展項目」內擬供「住宅區」整體共享或非屬任何個別「業主」的地方及設施;及(f) 在「該土地」及「發展項目」內按「本公契」指定為「住宅公用地方及設施」的其他地方及設施,上述各項在「公契圖則」上以黃色和黃色間黑交叉線及綠色及綠色斜線並以紅線顯示僅供識別,惟在適當的情況下,如果「住宅區」的任何部分:(i) 屬「該條例」第2條中「公用部分」的定義的(a) 段所涵蓋,及/或(ii) 屬「該條例」附表一指明的類別並屬「該條例」第2條中「公用部分」的定義的(b) 段所涵蓋,則該等部分須視為已包含在「住宅公用地方及設施」之內並構成其部分,但不包括「發展項目公用地方及設施」和「停車場公用地方及設施」;

2. 轉讓予「發展項目」每個住宅物業的不分割份數數額

關於分配予每個住宅物業的不分割份數數額,請參閱本節以下的「不分割份數分配表」。

3. 「發展項目」管理人的委任年期

合眾物業管理有限公司將獲委任為「發展項目」的管理人,首屆任期為「公契」日期起不超過兩(2)年並將繼續直至其任命遵照「公契」規定終止為止。

4. 「發展項目 | 各住宅物業業主分擔管理開支的基準

每名「業主」須按以下方式分擔預算「管理開支」:

- (a) 「單位」的每名「業主」須分擔其在年度預算的第一部分之下所佔預算「管理開支」的適當比例,該比例相等於其「單位」的「管理份數」除以「發展項目」的「管理份數」總數;
- (b) 「住宅單位」的每名「業主」須分擔其在以下項目的適當比例:
 - (i) 年度預算的第二部分之下的預算「管理開支」;及
 - (ii) 按以下方程式計算的年度預算的第三部分之下預算「管理開支」的一個分數:

187.5 (即所有訪客車位以平方米計算的總建築面積)

有關分數 = 一

1122.1 (即所有車位及所有訪客車位以平方米計算的總建築面積)

該比例相等於其「住宅單位」的「管理份數」除以所有「住宅單位」的「管理份數」總數;

(c) 在計及「住宅單位」的「業主」在第 4.8條 (b)(ii) 款所分擔的開支後,「車位」的每名「業主」須分擔其在年度預算的第三部分之下所佔預算「管理開支」的適當比例,該比例相等於其車位的「管理份數」除以所有車位的「管理份數」總數。

惟:

- (I) 鑒於分配予其「單位」的「管理份數」數目,「業主」不得被要求繳付超過其適當分擔份額的「管理開支」;
- (川) 「首名業主」須就尚未出售的「單位」及不分割份數支付和分擔「管理開支」的經常性款項;及
- (III) 截至並且包括每個「單位」的「首名業主」作出首次轉讓的日期之所有開銷(包括政府地租、差餉、管理開支)應由「首名業主」支付,任何「業主」無須就該等開銷作出任何付款或向「首名業主」作出償付。在無損於「公契」所載任何條文的情況下,任何人不再作為任何不分割份數的「業主」後,均無須就該等不分割份數和按該等份數持有的「發展項目」部分承擔「公契」的契諾及條文之下的任何債項、債務或義務,但該人在停止作為「業主」之前有任何違反、不遵守或不履行任何該等契諾或條文涉及的責任則除外。

註:(a) 所有訪客車位及(b) 所有車位及所有訪客車位的整體樓面總面面積分別為187.5及1122.1平方米。

5. 釐定管理費按金的基準

管理費按金的金額為每個「單位」應分擔首年預算「管理開支」的十二分之三。

6. 業主在發展項目中保留作自用的範圍(如有)

「發展項目」內並沒有由業主按照《一手住宅物業銷售條例》附表1第1部第14(2)(f)條所述保留作自用的範圍。

不分割份數分配表

座數	樓層	單位	不分割份數/管理份數 (每單位)
		А	84 / 21,429
	1樓	В	85 / 21,429
	17安	С	76 / 21,429
		D	79 / 21,429
		А	84 / 21,429
	2樓 - 3樓、5樓 - 12樓、 15樓 - 16樓 (12層)	В	85 / 21,429
		С	78 / 21,429
第 1 座		D	77 / 21,429
		А	84 / 21,429
	17樓 - 21樓	В	85 / 21,429
	(5層)	С	78 / 21,429
		D	77 / 21,429
		А	94 / 21,429
		В	94 / 21,429
	ZZ/安 	С	84 / 21,429
		D	83 / 21,429
			小計:6,187 / 21,429

座數	樓層	單位	不分割份數/管理份數 (每單位)
	1樓	А	75 / 21,429
		В	58 / 21,429
		С	33 / 21,429
		D	51 / 21,429
		Е	55 / 21,429
		F	58 / 21,429
		А	77 / 21,429
		В	60 / 21,429
	2樓 - 3樓、5樓 - 12樓、 15樓 - 16樓	С	36 / 21,429
	(12層)	D	53 / 21,429
		Е	58 / 21,429
第 2 座		F	61 / 21,429
₩		А	77 / 21,429
	17樓 - 21樓 (5層)	В	60 / 21,429
		С	36 / 21,429
		D	53 / 21,429
		Е	58 / 21,429
		F	61 / 21,429
	22樓	А	81 / 21,429
		В	64 / 21,429
		С	37 / 21,429
		D	57 / 21,429
		Е	61 / 21,429
		F	66 / 21,429
			小計:6,561 / 21,429

不分割份數分配表

座數	樓層	單位	不分割份數/管理份數 (每單位)
	1樓	А	74 / 21,429
		В	58 / 21,429
		С	33 / 21,429
		D	51 / 21,429
	2樓	А	77 / 21,429
		В	60 / 21,429
		С	36 / 21,429
		D	53 / 21,429
		Е	57 / 21,429
		F	61 / 21,429
		А	77 / 21,429
		В	60 / 21,429
	3樓、5樓 - 12樓、15樓 - 16樓 (11層)	С	36 / 21,429
第3座		D	53 / 21,429
第3座		Е	58 / 21,429
		F	61 / 21,429
	17樓 - 21樓 (5層)	А	77 / 21,429
		В	60 / 21,429
		С	36 / 21,429
		D	53 / 21,429
		Е	58 / 21,429
		F	61 / 21,429
	22樓	А	81 / 21,429
		В	64 / 21,429
		С	37 / 21,429
		D	57 / 21,429
		Е	61 / 21,429
		F	66 / 21,429
			小計: 6,446 / 21,429

座數	樓層	單位	不分割份數/管理份數 (每單位)
第 5 座	2樓	А	58 / 21,429
		В	58 / 21,429
		С	74 / 21,429
		D	78 / 21,429
	3樓 - 10樓 (7層)	А	61 / 21,429
		В	61 / 21,429
		С	78 / 21,429
		D	81 / 21,429
			小計: 2,235 / 21,429

註:

- 1. 第1座、第2座及第3座不設4樓、13樓及14樓;第5座不設4樓。第5座1樓為公用地方及設施的部分。
- 2. 不設第4座。

- 1. The Development is constructed on Lot No. 1068 in Survey District No. 3 (the "lot") which is held under the New Grant No. 22595 dated 8 February 2018 (the "Land Grant").
- 2. The lot is granted for a term of 50 years commencing 8 February 2018.
- 3. General Condition No. 7 of the Land Grant stipulates that:-
- "(a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to the redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
 - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto; and
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
- (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director."
- 4. Special Condition No. (2) of the Land Grant stipulates that:-

"The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December 2023."

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

"The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes."

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

"Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 7 hereof) of the lot or any part thereof:

- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 14,456 square metres and shall not exceed 24,093 square metres;
- (d) no part of any building or other structure together with any addition or fitting (if any) to such building or structure erected or to be erected on that portion of the lot:
 - (i) to the northeast of the chain crossed black curve between the points P and Q shown and marked on the plan annexed hereto may in the aggregate exceed a height of 270 metres above the Hong Kong Principal Datum; and
 - (ii) to the southwest of the chain crossed black curve between the points P and Q shown and marked on the plan

annexed hereto may in the aggregate exceed a height of 235 metres above the Hong Kong Principal Datum, or such other height limits as the Director at his sole discretion may, subject to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director, approve, provided that:

- (I) machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limits on condition that the design, size and disposition of the said roof-top structures are to the satisfaction of the Director; and
- (II) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (40)(b)(i)(II) hereof;
- (e) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected facade length of 60 metres or more; and
 - (ii) for the purposes of sub-clause (e)(i) of this Special Condition
 - (I) the decision of the Director as to what constitutes a building shall be final and binding on the Purchaser;
 - (II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;
 - (III) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Purchaser; and
 - (IV)in calculating the projected facade length referred to in sub-clause (e)(i) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Purchaser; and
- (f) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than ground investigation and site formation works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "building works", "ground investigation" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."
- 7. Special Condition No. (5) of the Land Grant stipulates that:-

"Notwithstanding the user restriction and the maximum gross floor area permitted under Special Conditions Nos. (3) and (4)(c) hereof, the Purchaser may use part or parts of the building or buildings erected or to be erected on the lot in accordance with these Conditions and erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director."

- 8. Special Condition No. (6) of the Land Grant stipulates that:-
 - "(a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
 - (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (4)(c) hereof, subject to Special Condition No. (40)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.

- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
 - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (14)(a)(v) hereof:
 - (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
 - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons."
- 9. Special Condition No. (7) of the Land Grant stipulates that:-

"No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate."

- 10. Special Condition No. (8) of the Land Grant stipulates that:-
 - "(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition:
 - (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
 - (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
 - (iii) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.
 - (iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
 - (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
 - (d) The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
 - (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (14)(a)(v) hereof."
- 11. Special Condition No. (9) of the Land Grant stipulates that:-
 - (a) Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following
 - (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the lot;
 - (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
 - (iii) the location of any such accommodation shall first be approved in writing by the Director.

For the purposes of this sub-clause (a), no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (b) (i) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (4)(c) hereof, subject to Special Condition No. (40)(d) hereof, there shall not be taken into account office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below:
 - (I) 0.2% of the total gross floor area of the building or buildings erected or to be erected on the lot;
 - (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation, and for the purpose of these Conditions, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Purchaser.

Any gross floor area in excess of the lesser of (I) or (II) above shall be taken into account for such calculation.

- (ii) In calculating the total gross floor area of the building or buildings erected or to be erected on the lot referred to in sub-clause (b)(i)(l) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Purchaser.
- (c) For the purposes of sub-clause (b) of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (d) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (14)(a)(v) hereof."
- 12. Special Condition No. (10) of the Land Grant stipulates that:-

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

- (i) such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
- (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

For the purposes of this sub-clause (a), no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (4)(c) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.
- (c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (14)(a)(v) hereof."

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

- "(a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that:
 - (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
 - (ii) the location of any such office shall first be approved in writing by the Director.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (4)(c) hereof, subject to Special Condition No. (40)(d) hereof, an office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculation.
- (c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (14)(a)(v) hereof."
- 14. Special Condition No. (12) of the Land Grant stipulates that:-

"No building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, any regulations made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation."

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

"Prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him):

- (a) assign, part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do;
- (b) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Purchaser or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Purchaser or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do;
- (c) underlet the lot or any building or part of any building thereon or enter into any agreement so to do unless the tenancy or lease of the lot or any building or part of any building thereon complies with the following terms and conditions:
 - (i) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;
 - (ii) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;
 - (iii) no premium shall be paid by the tenant;

- (iv) the rent payable shall not exceed a rack rent;
- (v) no rent shall be payable in advance for a period greater than 12 calendar months;
- (vi) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and
- (vii)none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions; or
- (d) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one:
 - (i) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Purchaser for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
 - (ii) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be certified from time to time by the authorized person (appointed by the Purchaser under the Buildings Ordinance, any regulations made thereunder and any amending legislation for the development of the lot) as having been incurred by the Purchaser for the development of the lot;
 - (iii) under which the Purchaser, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Purchaser applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following;
 - (I) all sums received by the Purchaser or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) (hereinafter referred to as "the ASP") shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as "the Stakeholder Account");
 - (II) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director's consent; and
 - (III) the mortgagee irrevocably undertakes to the Purchaser to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;
 - (iv) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and
 - (v) for the purpose only of this Special Condition, "the Stakeholder" means any solicitors firm for the time being appointed by the Purchaser to act as stakeholder in respect of the purchase price under the ASP."
- 16. Special Condition No. (16) of the Land Grant stipulates that:-

"The Purchaser shall not, without the prior written consent of the Director, partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof or any section which has been partitioned with the

prior written consent of the Director under this Special Condition. Where the lot has been partitioned with such consent, the provisions in Special Condition No. (14) hereof shall be applicable to each of the sections so partitioned with the references to "the lot" under the said Special Condition being replaced and substituted by the relevant section."

- 17. Special Condition No. (17) of the Land Grant stipulates that:-
 - "(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at the following rates:
 - (I) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences) is or are provided within the lot, a rate to be calculated by reference to the respective size of the residential units, erected or to be erected on the lot as set, out in the table below unless the Director consents to a rate or to a number different from those set out in the table below;

Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 15 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 8.6 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 2.9 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.1 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.8 residential unit or part thereof
Not less than 160 square metres	One space for every 0.63 residential unit or part thereof

- (II) where detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences is or are provided within the lot, at the following rates:
 - (A) one space for each such house where its gross floor area is less than 160 square metres;
 - (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and
 - (C) two spaces for each such house where its gross floor area is not less than 220 square metres.

For the purpose of this sub-clause (a)(i), the decision of the Director as to what constitutes a detached, semidetached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the Residential Parking Spaces to be provided under sub-clause (a)(i)(I) of this Special Condition shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a)(i)(I) of this Special Condition and for the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below:
 - (I) the gross floor area in respect of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (4)(c) hereof; and;
 - (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (4)(c) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula:

The total gross floor area of the Residential Common Area

The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition

The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition

- (iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:
 - (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of 5 spaces for every block of residential units, or
 - (II) at such other rates as may be approved by the Director.

For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (20) hereof) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) Out of the spaces provided under sub clauses (a)(i)(l) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (20) hereof), the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for Disabled Persons") as the Building Authority may require and approve

provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (20) hereof) and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (20) hereof) to become the Parking Spaces for Disabled Persons.

- (ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Motor Cycle Parking Spaces") at a rate of one space for every 100 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director. If the number of spaces to be provided under this sub-clause (c)(i) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (c)(i), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
 - (ii) The Motor Cycle Parking Spaces (as may be varied under Special Condition No. (20) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Except for the Parking Spaces for Disabled Persons, each of the spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (20) hereof) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
 - (ii) The dimension of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require and approve.
 - (iii) Each of the Motor Cycle Parking Spaces (as may be varied under Special Condition No. (20) hereof) 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."
- 18. Special Condition No. (18) of the Land Grant stipulates that:-
 - "(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a 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 rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this sub-clause (a), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (20) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 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 erected or to be erected on the lot."
- 19. Special Condition No. (19) of the Land Grant stipulates that:-

"Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 10 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres or at such other rate as may be approved by the Director. For the purpose of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser."

- 20. Special Condition No. (20) of the Land Grant stipulates that:-
 - "(a) Notwithstanding Special Conditions Nos. (17) and (18) hereof, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.
 - (b) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under Special Conditions Nos. (17)(a)(i)(I) and (17)(c)(i) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent."
- 21. Special Condition No. (22) of the Land Grant stipulates that:-
 - "(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:
 - (i) assigned except:
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

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

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

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

"The Purchaser 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."

- 23. Special Condition No. (27) of the Land Grant stipulates that:-
- "(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser 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 Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (26) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser 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 Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other supports, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser 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 Purchaser shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges."
- 24. Special Condition No. (28) of the Land Grant stipulates that:-

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

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

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

Director may forthwith execute and carry out the monitoring works and the Purchaser shall on demand repay to the Government the cost thereof."

- 26. Special Condition No. (30) of the Land Grant stipulates that:-
 - "(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
 - (b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Purchaser, remove the waste from and make good any damage done to the Government properties and the Purchaser shall pay to the Government on demand the cost thereof."
- 27. Special Condition No. (31) of the Land Grant stipulates that:-

"The Purchaser 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 Purchaser 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 Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or 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 Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser 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 Purchaser shall pay to the Government on demand the cost of such works."

- 28. Special Condition No. (33) of the Land Grant stipulates that:-
 - "(a) Subject to the delay of fresh water supply from Government mains referred to in Special Condition No.(32) hereof, consent to use temporary mains fresh water for flushing will be given, provided that the Purchaser will be required to install at his own expense plumbing suitable for the use of salt water and treated effluent and to accept salt water or treated effluent supply if available in future as and when directed by the Director of Water Supplies.
 - (b) The Purchaser shall at his own expense provide and install within the lot master meter rooms or chambers to house the master meters for flushing water supplies and their by-pass arrangement (hereinafter referred to as "the Master Meter Rooms") within such time limit as the Director of Water Supplies shall specify at such locations, in such manner and to such standards in all respects to the satisfaction of the Director of Water Supplies. The Purchaser shall thereafter at his own expense operate, upkeep, maintain, repair, renew and manage the Master Meter Rooms in all respects in good repair and operation condition to the satisfaction of the Director of Water Supplies."

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

- "(a) The Purchaser shall on or before the 31st day of December 2023 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Water Authority:
 - (i) submit or cause to be submitted to the Water Authority for its approval in writing a proposal for providing and installing automatic meter reading (hereinafter referred to as "AMR") outstation or outstations which proposal shall contain, among others, such information and particulars as the Water Authority may require including but not limited to a layout plan showing the location of the AMR outstation or outstations to be provided and installed in accordance with sub-clause (a)(ii) of this Special Condition, the arrangement and the associated details of the AMR equipment for building up the AMR outstation or outstations, and the area or space designated for accommodating the AMR equipment; and
 - (ii) provide and install the AMR outstation or outstations as approved by the Water Authority under sub-clause (a)(i) of this Special Condition (hereinafter referred to as "the AMR Outstation(s)") for all AMR meters including meters for fresh water supply for individual consumers, master meters or check meters for fresh water supply, flushing water supply and fire service supply, and other additional meters for various water supplies as the Water Authority may at its sole discretion require or approve, which shall, for the avoidance of doubt, include:
 - (I) the necessary cable conduits and cables;
 - (II) AMR panel(s) in which the AMR equipment is installed; and
 - (III) other facilities and associated equipment.

For the purpose of this Special Condition, the expression "consumer" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

- (b) The Purchaser shall not commence any works for providing and installing the AMR Outstation(s) until the proposal referred to in sub-clause (a)(i) of this Special Condition shall have been approved by the Water Authority.
- (c) The Purchaser shall throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (d) The Water Authority shall, at any time at its absolute discretion, have the right to serve upon the Purchaser a notice in writing requiring the Purchaser to demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser) prevent or disrupt the accommodation, operation and maintenance of the AMR Outstation(s). The Purchaser shall upon receipt of such written notice, at his own expense, demolish or remove the objects or materials and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.
- (e) In the event of non-fulfilment of any of the Purchaser's obligations under this Special Condition, the Water Authority may carry out the necessary works at the cost of the Purchaser who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Purchaser.
- (f) The Purchaser shall, at all times throughout the term hereby agreed to be granted, permit the Water Authority and its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be

erected thereon for the purposes of:

- (i) inspecting and checking any works to be carried out in accordance with sub-clauses (a)(ii), (c) and (d) of this Special Condition:
- (ii) carrying out any works in accordance with sub-clause (e) of this Special Condition; and
- (iii) inspecting, operating, maintaining, repairing and renewing the AMR Outstation(s) after the AMR Outstation(s) shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (g) The Purchaser shall when called upon to do so by the Water Authority and within such time as may be specified by the Water Authority deliver the AMR Outstation(s) to the Water Authority without any payment or compensation provided always that the Water Authority shall be under no obligation to take possession of the AMR Outstation(s) at the request of the Purchaser but may do so as and when it in its absolute discretion sees fit.
- (h) The Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clauses (a)(ii), (c), (d) and (f) of this Special Condition or the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition or the exercise by the Government, the Water Authority, its officers, contractors, agents and workmen and any persons authorized by the Water Authority of any of the rights conferred under sub-clause (f) of this Special Condition, and no claim whatsoever shall be made against any of them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (i) The Purchaser shall at all times indemnify and keep indemnified the Government, the Water Authority and its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority under sub-clause (h) of this Special Condition from and against all liabilities, losses, damages, expenses, claims, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under sub-clause (e) of this Special Condition.
- (j) For the purpose of sub-clauses (a), (b), (c) and (g) of this Special Condition, the expression "Purchaser" shall exclude his assigns."
- 30. Special Condition No. (35) of the Land Grant stipulates that:-
 - "(a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director of Water Supplies design, construct and maintain such waste pipes, whether within the boundaries of the lot or on Government land, as the Director of Water Supplies may consider necessary to carry off waste and convey into the Government's designated collection system. Such waste pipes shall be separated from any soil pipes to the satisfaction of the Director of Water Supplies. For the purpose of this Special Condition, "waste", "waste pipe" and "soil pipe" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation. The Purchaser shall be solely liable for and shall indemnify and keep indemnified the Government and its officers from and against all liabilities, losses, damages, expenses, claims, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with any loss, damage, nuisance or disturbance caused by such waste and waste pipes.
 - (b) The works of connecting any waste pipes from the lot to the Government's designated collection system, when laid and commissioned, may be carried out by the Purchaser at his own expense to the satisfaction of the Director of Water Supplies and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works.

The Director of Water Supplies may, upon failure of the Purchaser 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 Purchaser shall pay to the Government on demand the cost of such works. Alternatively, the said connection works may be carried out by the Director of Water Supplies who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. The decision of the Director of Water Supplies as to the cost of the said technical audit, the cost of the said maintenance works and the cost of the said connection works carried out by the Director of Water Supplies under this sub-clause (b) shall be final and binding on the Purchaser."

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

- "(a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director construct and maintain 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 Purchaser shall be solely liable for and shall indemnify and keep indemnified the Government and its officers from and against all liabilities, losses, damages, expenses, claims, costs, charges, demands, actions and proceedings whatsoever arising out of or in connection with any loss, damage, nuisance or disturbance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser 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 Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser 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 Purchaser 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 Purchaser shall pay to the Government on demand the cost of such works. The decision of the Director as to the cost of the said connection works carried out by the Director, the cost of the said technical audit and the cost of the said maintenance works under this sub-clause (b) shall be final and binding on the Purchaser."

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

- "(a) The Purchaser shall within six calendar months from the date of this Agreement (or such other period as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a noise impact assessment (hereinafter referred to as "the NIA") on the development of the lot containing, among others, such information and particulars as the Director may require including but not limited to all adverse noise impacts on the development of the lot and proposals for appropriate noise mitigation measures (hereinafter referred to as "the Noise Mitigation Measures").
- (b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director.
- (c) No building works (other than ground investigation and site formation works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.
- (d) The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Purchaser for

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

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

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

- (a) the Purchaser shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;
- (c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
- (d) the Purchaser shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director and if temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause (d), written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
- (e) the Noise Barrier shall not be used for any purpose other than as a noise barrier and the Purchaser shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever except with the prior written consent of the Director;
- (f) subject to the prior written approval of the Director, the Purchaser, his contractors, workmen or any other persons authorized by the Purchaser shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewal, replacement, alteration, demolition or removal of the part or parts of the Noise Barrier projecting over the Government land in accordance with this Special Condition;
- (g) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other persons whether arising out of or incidental to their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition, and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;
- (h) the Purchaser shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, inspection, repair, maintenance, cleaning, renewal, replacement, alteration, use, demolition or removal of the Noise Barrier;
- (i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Purchaser a written notice requiring the Purchaser to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Purchaser shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director:

- (i) in the event of the non-fulfilment of any of the Purchaser's obligations under this Special Condition, the Director may carry out the necessary works and the Purchaser shall pay to the Director on demand the cost of such works:
- (k) the Purchaser shall at all times permit the Director and his officers, contractors, agents, his or their workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;
- (I) neither the Government nor the Director shall have any responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other persons whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition, the exercise by the Director of the right of ingress, egress and regress conferred under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Purchaser shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and
- (m)the Purchaser shall at all times indemnify and keep indemnified the Government, the Director and his officers, contractors, agents, his or their workmen and any other persons authorized by the Director under sub-clause (k) of this Special Condition from and against all liabilities, losses, damages, claims, costs, expenses, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, inspection, repair, maintenance, cleaning, renewal, replacement, alteration, use, demolition or removal of the Noise Barrier or in connection with the works under sub-clause (j) of this Special Condition."
- 34. Special Condition No. (41) of the Land Grant stipulates that:-

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

- Notes: 1. For full details, please refer to the Land Grant. Full script of the Land Grant is available free for inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopy charges.
 - 2. For the purpose of this section, of "Summary of Land Grant", "the Purchaser" means Clever Like Limited and where the context so admits or requires includes its successors and assigns; "the Government" refers to the Government of the Hong Kong Special Administrative Region; "the Director" refers to the Director of Lands; "Hong Kong" refers to the Hong Kong Special Administrative Region and "these Conditions" means and includes the General and Special Conditions of the Land Grant.

批地文件的摘要

- 1. 「發展項目」建於測量約份第3約地段第1068號(「該地段」)。該地段根據2018年2月8日訂立的《新批地文件》第 22595號(「批地文件」)承批。
- 2. 該地段的批地年期為由2018年2月8日起計50年。
- 3. 「批地文件」一般條款第7條訂明:
- 『(a)「買方」應在整個批租年期內根據此等「批地條件」建造或重建(本詞指本一般條款(b)款所述之重新發展):
 - (i) 按照經批准的設計和布局及任何經批准的建築圖則維修所有建築物,並且不作任何修改或改動;及
 - (ii) 維修現已或日後可能依照此等「批地條件」或其任何以後的合約修訂建造的所有建築物,以保持其修繕妥當及 狀況良好,並於批租年期屆滿或提前終止時以此等修繕及狀況將其交回。
- (b) 如在批租年期內任何時間拆卸位於該地段或其任何部分的建築物,「買方」必須另行提供屬相同類型、樓面總面積不少於原來的標準而且穩固完好的建築物,或提供類型及價值經「署長」批准的建築物,以作替代。如進行上述拆卸工程,「買方」應在該等拆卸的一個曆月內向「署長」申請同意,以便進行建造工程重新發展該地段,並在「署長」給予同意的三個曆月內展開重新發展的必要工程,以及在「署長」指定的期限內以「署長」滿意的方式完成工程。』
- 4. 「批地文件」特別條款第(2)條訂明:

『「買方」應在該地段建造一座或多座建築物以發展該地段,有關工程必須全面遵從此等「批地條件」及香港現時或可能於任何時間生效的所有有關建築、衛生和規劃的「條例」、附例及規例。此等建築物必須在2023年12月31日或之前建成並適宜佔用。』

5. 「批地文件」特別條款第(3)條訂明:

『該地段或其任何部分或該處任何已建或擬建的建築物或其任何部分除作私人住宅用途外,不得作任何其他用途。』

6. 「批地文件」特別條款第(4)條訂明:

『受制於該等「批地條件」之規定,進行該地段或其任何部分的發展或重新發展時(本詞僅指本文一般條款第7條所述之重新發展):

- (a) 任何已建或擬建於該地段之上的建築物必須全面遵從《建築物條例》、其任何規例及任何修訂法例:
- (b) 不得在該地段或其任何部分或此等「批地條件」訂明的該地段外的任何範圍興建任何建築物,亦不得發展或使用該地段或其任何部分或此等「批地條件」訂明的該地段外的任何範圍,以致未能全面遵從《城市規劃條例》、其任何規例及修訂法例的規定;
- (c) 該地段已建或擬建的任何建築物的整體樓面總面積不得少於14,456平方米及不得超過24,093平方米;
- (d)任何該地段的該等部分上已建或擬建的建築物或其他構築物連同相關的加建物或配件(如有):
 - (i) 於本文附錄的圖則上顯示在P點與Q點之間的黑色交差鏈線曲線的東北方向的部分,總高度不得超出香港主水平 基準以上270米;及
 - (ii) 於本文附錄的圖則上顯示在P點與Q點之間的黑色交差鏈線曲線的東南方向的部分,總高度不得超出香港主水平基準以上235米,或其他在「買方」支付「署長」決定的地價及行政費用後,「署長」全權酌情批准的高度限制,然而:
 - (I) 如「署長」滿意該等屋頂構築物的設計、大小和布局,可在建築物的天台興建或放置超出上述高度限制的機 房、冷氣機、水箱、梯屋和同類屋頂構築物;及
 - (II) 「署長」在計算建築物或構築物的高度時可全權酌情不將本文特別條款第(40)(b)(i)(II)條所述的任何構築物或樓面空間計算在內;
- (e) (i) 除非獲「署長」的事先書面批准,否則該地段任何已建或擬建的一座或一組建築物之面牆伸展長度不得達到或 超過60米;及

- (ii) 就於本特別條款(e)(i)款而言:
 - (I) 「署長」就何謂建築物所作的決定將作終論並對「買方」具約束力:
 - (II) 該地段任何已建或擬建的兩座或多座建築物,假如當中任何兩座之間的最短水平距離不足15米,一律視作 一組建築物;
 - (III) 「署長」就何謂該地段任何一座或一組已建或擬建建築物的面牆伸展長度所作的決定將作終論並對「買方」 具約束力;及
 - (IV) 計算本特別條款(e)(i)款所述的面牆伸展長度時,任何兩座建築物之間的空隙亦會計算在內,「署長」就該計算所作的決定將作終論並對「買方」 具約束力;及
- (f) 該地段任何已建或擬建建築物的設計及布局必須由「署長」書面批准,在獲「署長」批准之前,除土地勘測及地盤平整工程外,不得在該地段開展進行任何建築工程。就本特別條款而言,「建築工程」、「土地勘測」及「地盤平整工程」須按《建築物條例》、其任何規例及任何修訂法例所定義。』
- 7. 「批地文件」特別條款第(5)條訂明:

『即使本文特別條款第(3)及(4)(c)條有用途限制和最大樓面總面積之規定,「買方」可使用按此等「批地條件」在該地段上已建或擬建的建築物之部分及在該地段之部分搭建獨立的臨時構築物,作為售樓處及示範單位和相關的售樓活動的用途,以便按此等「批地條件」銷售在該地段上已建或擬建的建築物或其中任何部分,但是上述售樓處及示範單位和相關的售樓活動的規模及運作期限須經「署長」事先書面批准。』

- 8. 「批地文件」特別條款第(6)條訂明:
 - 『(a) 「買方」可在該地段搭建、建造和提供經「署長」書面批准的康樂設施及相關的附屬設施(以下簡稱「設施」)。「設施」的類型、大小、設計、高度及布局亦須經「署長」事先書面批准。
 - (b) 計算本文特別條款第(4)(c)條指定的整體樓面總面積時,遵從本文特別條款第(40)(d)條之規定,任何根據本特別條款(a)款於該地段提供的「設施」的任何部分如乃供該地段已建或擬建的住宅大廈的住戶及其的真正訪客公用與共享,則不會計算在內,而「署長」認為並非作此用途的其餘「設施」部分則會計算在內。
 - (c) 如「設施」的任何部分根據本特別條款(b)款規定獲豁免計入樓面總面積(以下簡稱「豁免設施」):
 - (i) 「豁免設施」應劃為並構成本文特別條款第(14)(a)(v)條所述的「公用地方」;
 - (ii)「買方」應自費維修「豁免設施」,以保持其修繕妥當及狀況良好,同時以「署長」滿意的方式運作「豁免設施」; 及
 - (前)「豁免設施」只可供該地段已建或擬建的住宅大廈的住戶及其真正訪客使用,其他人士一概不可使用。』
- 9. 「批地文件」特別條款第(7)條訂明:

『除非獲「署長」事先書面同意,不得移除或干預任何現於該地段或毗連土地生長的樹木,「署長」給予同意時可附加 其視為恰當的移植、補償園景或再植條件。』

- 10. 「批地文件」特別條款第(8)條訂明:
- 『(a)「買方」應自費向「署長」提交園景設計圖則,並明遵照本特別條款(b)款在該地段進行的園景工程的位置、布局和規劃,以供「署長」審批。
- (b) (i) 該地段不少於百分之二十(20%)的面積須種植樹木、灌叢或其他植物。

批地文件的摘要

- (ii) 本特別條款(b)(i)款所述的百分之二十(20%)面積中有不少於百分之五十(50%)(以下簡稱「綠化地方」)須在「署長」 全權酌情指定的位置或樓層提供,以確保行人可觀賞「綠化地方」或進入該地段的人士或人等可通行該處。
- (iii) 「署長」就「買方」建議構成本特別條款(b)(i)款所訂的百分之二十(20%)的園景工程所作的決定將作終論並對 「買方」具約束力。
- (iv) [署長] 可全權酌情接納 [買方] 建議以其他非種植綠化元素取代種植樹木、灌叢或其他植物。
- (c) 「買方」應以「署長」全面滿意的方式自費按照經批准的園景設計圖則在該地段進行園景綠化,如非獲得「署長」事 先書面同意,不得修改、更改、改動、改變或取代經批准的園景設計圖則。
- (d) 「買方」應此後自費維修和保養園景工程,以維持其安全、清潔、整齊、井然及健康的狀態,全面令「署長」滿意。
- (e) 遵照本特別條款進行園景綠化的地方將劃入本文特別條款第(14)(a)(v)條所述的「公用地方」。』
- 11.「批地文件」特別條款第(9)條訂明:
 - 『(a) 該地段可設有看更或管理員(或兩者)辦事處,但須遵從以下條件:
 - (i) 此等辦事處是「署長」認為該地段已建及擬建的建築物的安全、保安和良好管理的必需設施;
 - (ii) 此等辦事處除作完全及必要地受僱於該地段工作的看更或管理員或兩者的辦事處外,不可作任何其他用途; 及
 - (iii)任何此等辦事處的位置必須事先徵取「署長」的書面批准。

於本(a)款而言,任何辦事處不得設於該地段上擬作或改建用作單一家庭住宅的建築物內。「署長」就任何建築物是否構成或擬作單一家庭住宅所作的決定將作終論並對「買方」具約束力。

- (b)(i) 計算本文特別條款第(4)(c)條指定的整體樓面總面積時,遵從本文特別條款第(40)(d)條之規定,依照本特別條款 (a)款在該地段提供而面積不超過以下(l)或(ll)當中較小者的辦事處不會計算在內:
 - (I) 該地段已建及擬建的建築物的整體樓面總面積的0.2%;
 - (II) 該地段已建或擬建的每50個住宅單位5平方米,或該地段已建或擬建的每座住宅單位大廈5平方米,以兩者計算所得的較大的辦事處樓面面積為準,而就本「批地條件」而言,「署長」就何謂住宅單位所作的決定將作終論並對「買方」具約束力。

任何超出以上(I)或(II)的任何樓面總面積將會計算在內。

- (ii) 計算本特別條款(b)(i)(l)款所述該地段已建或擬建的建築物的整體樓面總面積時,不會計算在內根據此等「批地條件」豁免計入該地段已建或擬建的建築物樓面總面積的樓面空間。「署長」就此作出的決定將作終論並對「買方」具約束力。
- (d) 根據本特別條款(a)款在該地段提供的辦事處將劃入本文特別條款第(14)(a)(v)條所述的「公用地方」並構成該處的部分。』

- 12. 「批地文件」特別條款第(10)條訂明:
 - 『(a) 該地段可設有看更或管理員或兩者的宿舍,但須遵從以下條件:
 - (i) 宿舍應設於該地段其中一座已建住宅單位大廈或「署長」書面批准的其他位置;及
 - (ii) 宿舍除作完全及必要地受僱於該地段工作的看更或管理員或兩者的宿舍外,不可作任何其他用途。

就本(a)款而言,宿舍不得設於該地段上擬作或改建用作單一家庭住宅的建築物內。「署長」就任何建築物是否構成或擬作單一家庭住宅所作的決定將作終論並對「買方」具約束力。

- (b)計算本文特別條款第(4)(c)條所訂的整體樓面總面積時,依照本特別條款(a)款在該地段提供而整體樓面總面積不超過25平方米的宿舍不會計算在內。任何超出25平方米的樓面總面積則會計算在內。
- (c) 根據本特別條款(a)款在該地段提供的看更或管理員(或兩者)宿舍將劃入本文特別條款第(14)(a)(v)條所述的「公用地方」並構成該處的部分。』
- 13. 「批地文件」特別條款第(11)條訂明:
 - 『(a) 該地段範圍內可提供一個辦事處供「業主立案法團」或「業主委員會」使用,惟須遵從以下條件:
 - (i) 辦事處除供現已或將會就該地段已建或擬建的建築物成立的「業主立案法團」或「業主委員會」作會議和行政工作用途外,不可作任何其他用途;及
 - (ii) 辦事處的位置必須事先徵取「署長」的書面批准。
 - (b)計算本文特別條款第(4)(c)條所訂的整體樓面總面積時,遵從本文特別條款第(40)(d)條之規定,依照本特別條款 (a)款在該地段提供而樓面總面積不超過20平方米的一個辦事處不會計算在內。任何超出20平方米的樓面總面積則 會計算在內。
 - (c) 根據本特別條款(a)款在該地段提供的辦事處將劃入本文特別條款第(14)(a)(v)條所述的「公用地方」並構成該處的部分。』
- 14.「批地文件」特別條款第(12)條訂明:

『建於該地段的建築物不可屬於按《建築物條例(新界適用)條例》、其任何規例及任何修訂法例訂明可豁免受《建築物條例》、其任何規例及任何修訂法例規限的類型。』

15. 「批地文件」特別條款第(13)條訂明:

『符合此等「批地條件」令「署長」全面滿意之前,如非事前獲「署長」書面同意並依照其制訂的任何條件(包括繳付「署長」可能指定的費用),「買方」不得:

- (a) 轉讓、放棄管有或以其他方式處置該地段或其任何部分或任何相關權益或建於該處的任何建築物或任何建築物部分(不論屬直接或間接保留、授予任何優先權、選擇權或授權,或任何其他方法、安排或任何性質的文件),又或就此訂立任何協議;
- (b) 不論直接或間接或透過律師、代理、承辦商或信託人或透過「買方」或其代名人直接或間接擁有股份的公司或持有「買方」股份的公司等,根據現時或日後任何交易有條件或無條件地索取或收受任何金錢、金錢等值或其他任何性質的有值代價,從而出售、轉讓或以其他方式處置或影響該地段或其任何部分或任何相關權益或該處任何建築物或任何建築物部分,又或就此訂立任何協議;

批地文件的摘要

- (c) 分租該地段或該處任何建築物或任何建築物部分或就此訂立任何合約,除非該地段或該處任何建築物或建築物部分之租約或租契符合下列條款及條件:
 - (i) 租約或租契的總年期(包括任何續約權利)不可超過十(10)年;
 - (ii) 租約或租契必須待至建築事務監督根據《建築物條例》、其任何規例及任何修訂法例簽發該租約或租契所涵蓋 的建築物或建築物部分的佔用許可證或臨時佔用許可證,方始生效;
 - (iii) 租客不須繳付地價;
 - (iv) 應繳租金不可超過全額租金;
 - (v) 預繳租金期不可超過十二(12)個曆月;
 - (vi) 租約、租契、租約協議或租契協議訂明的許可用途必須遵守此等「批地條件」的規定;及
 - (vii) 租約、租契、租約協議或租契協議的條款與條件不得違反此等「批地條件」的規定:或
- (d) 按揭或押記該地段或其任何部分或任何相關權益,除非按照此等「批地條件」作發展用途,及僅限於採用建築按 揭的形式。茲現協議,就此用途而言,建築按揭的定義如下:
 - (i) 該地段按揭或押記予持牌銀行或按《銀行業條例》第16條認可的註冊接受存款公司,作為「買方」現已或將會獲取墊款(連同利息)的抵押,以作依照此等「批地條件」發展該地段和支付與發展項目及按揭相關的法律費用和其他專業費用的用途(但總費用不可超過按揭抵押總額百分之五(5%)),不得作任何其他用途;
 - (ii) 按揭項下向「買方」作出的此等墊款(如已完成工程)必須不時經認可人士(由「買方」遵照《建築物條例》、其任何規例及任何修訂法例為發展該地段委聘)核證為「買方」因發展該地段所招致的金額;
 - (iii) 遵從按揭規定,如「買方」根據本特別條款向「署長」申請事先書面同意訂立任何協議處理該地段任何份數或權益連同使用和佔用該地段任何已建或擬建建築物內任何單位的專有權,「買方」、承按人及「保證金保存人」 (釋義以下文所訂為準)必須簽訂協議,載明「署長」不時指定或規定的條款與規定,包括但不限於以下各項:
 - (I) 「買方」或「保證金保存人」按買賣合約(有關條款已經承按人批核)(以下簡稱「買賣合約」)收取作為該地段任何單位、份數或權益之售價或部分售價的所有款項,必須存入指定為發展該地段專用的銀行賬戶。該賬戶應由「保證金保存人」與承按人開設、維持及操作(以下簡稱「保證金保存人賬戶」);
 - (II) 除非獲承按人事先書面批准和依照「買賣合約」條款及「署長」同意的條款,否則不得從「保證金保存 人賬戶」提取任何款項;及
 - (Ⅲ) 承按人不可撤回地向「買方」承諾,買賣交易完成後,無條件地解除該地段任何單位、份數或權益的建築按揭下的抵押,如「買賣合約」所訂的總售價已全數存入「保證金保存人賬戶」;
 - (iv) 遵從按揭規定,承按人有責任及不可撤回地承諾,買賣交易完成後,無條件地解除該地段任何單位、份數或權 益的建築按揭下的抵押,如「買賣合約」所訂總售價已全數存入「保證金保存人賬戶」;及
 - (v) 於本特別條款而言,「保證金保存人」指當時由「買方」委任為「買賣合約」售價保證金保存人的任何律師事務所。』
- 16.「批地文件」特別條款第(16)條訂明:

『除非獲「署長」事先書面同意,「買方」不得分割(無論以轉讓契或其他處理方式或任何其他方法)該地段或其任何部份或任何「署長」依據本特別條款同意分割出之地段分段。假若該地段已按此等同意被分割,本文特別條款第(14)條之規定將適用於各分割後的分段,該特別條款提及的「該地段」一詞由該有關分段取代或代替。』

- 17.「批地文件」特別條款第(17)條訂明:
 - 『(a) (i) 該地段內應設立「署長」滿意的車位(以下簡稱「住宅車位」),以供停泊根據《道路交通條例》、其任何規例 及任何修訂法例持牌而屬於該地段任何已建或擬建的建築物的住戶及其真正賓客、訪客或獲邀人士的車輛,分 配比率如下:

(I) 如在該地段內提供一座或多座住宅單位大廈(擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋除外),分配比率將按照下表所列該地段已建或擬建的住宅單位各自的面積計算,除非「署長」同意與下表所列不同的比率或數目;

每個住宅單位的面積	將要提供的「住宅車位」數目	
少於40平方米	每15個住宅單位或不足此數一個車位	
不少於40平方米但少於70平方米	每8.6個住宅單位或不足此數一個車位	
不少於70平方米但少於100平方米	每2.9個住宅單位或不足此數一個車位	
不少於100平方米但少於130平方米	每1.1個住宅單位或不足此數一個車位	
不少於130平方米但少於160平方米	每0.8個住宅單位或不足此數一個車位	
不少於160平方米	每0.63個住宅單位或不足此數一個車位	

- (II) 如在該地段內提供擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋,分配比率將如下計算:
 - (A) 每座樓面總面積少於160平方米的房屋一個車位;
 - (B) 每座樓面總面積不少於160平方米但少於220平方米的房屋1.5個車位。如本(a)(i)(II)(B)款指定提供的車位數額為小數位數,則向上調整為最接近之整數;及
 - (C) 每座樓面總面積不少於220平方米的房屋兩個車位。

於本(a)(i)款而言,「署長」就何謂獨立屋、半獨立屋或排屋和每座此等房屋是否構成及擬作單一家庭住宅 用途所作的決定將作終論並對「買方」具約束力。

- (ii)就本特別條款(a)(i)(I)款而言,提供的「住宅車位」總數為根據本特別條款(a)(i)(I)款列表中每個住宅單位的面積計算之「住宅車位」總數。就此等「批地條件」而言,「每個住宅單位的面積」一詞就樓面總面積計算應為以下(I)及(II)項之和:
- (I) 每個由其住戶專用及專享的住宅單位之樓面總面積,即由該單位的圍牆或矮牆外部開始量度,除非圍牆分隔兩個相連單位,則由圍牆中央點開始量度,並會涵蓋該單位的內部間隔牆及柱,但為免存疑,不包括本文特別條款第(4)(c)條所指定在計算樓面總面積時不計算在內的該單位內部的所有樓面面積;及
- (II) 每個住宅單位按比例計算的「住宅公用地方」(釋義以下文所訂為準)的樓面總面積,即計算各住宅單位圍牆外供現已或將會建於該地段的建築物的住戶公用與共享的住宅公用地方的整體樓面總面積,但為免存疑,不包括本文特別條款第(4)(c)條所指定在計算樓面總面積時不計算在內的所有樓面面積(此等住宅公用地方以下簡稱「住宅公用地方」),按照以下程式攤分予每個住宅單位:

「住宅公用地方」

根據本特別條款(a)(ii)(I)款計算的每個住宅單位的樓面總面積

整體樓面總面積

根據本特別條款(a)(ii)(I)款計算的所有住宅單位的整體樓面總面積

批地文件的摘要

- (iii)該地段內應設置設立「署長」滿意的額外車位以供停泊根據《道路交通條例》、其任何規例及任何修訂法例持牌而屬於該地段任何已建或擬建的建築物的住戶的真正賓客、訪客或獲邀人士的車輛。配置比例如下,惟該地段內須提供最少兩個此等車位:
 - (I) 如任何該地段上已建或擬建的住宅單位大廈提供超過七十五(75)個住宅單位,每座住宅單位大廈最少配置 五(5)個車位,或
 - (Ⅱ) 採用 「署長」批准的其他比率。

就本特別條款(a)(iii)款而言,擬供單一家庭作住宅的獨立屋、半獨立屋或排屋不應視作一座住宅單位大廈。 「署長」就何謂獨立屋、半獨立屋或排屋和每座屋是否構成或擬供單一家庭作住宅作出的決定將作終論並對 「買方」具約束力。

- (iv)根據本特別條款(a)(i)(l)款(可遵照本文特別條款第(20)條規定調整)、及(a)(iii)款提供的車位除作該兩款分別訂明的用途外,不可作任何其他用途,其中特別禁止在車位存放、陳列或展示車輛作招售等用途或提供洗車和汽車美容服務。
- (b) (i) 「買方」應遵照建築事務監督規定和批准,就根據本特別條款(a)(i)(l)款及(a)(iii)款(可遵照本文特別條款第(20)條規定調整)提供的車位,預留及劃出一定數目的車位供《道路交通條例》、其任何規例及任何修訂法例定義的傷殘人士停泊車輛(此等預留及劃出的車位以下簡稱「傷殘人士車位」)。根據本特別條款(a)(iii)款設置的車位(可遵照本文特別條款第(20)條規定調整)最少須預留及劃出一(1)個「傷殘人士車位」,但「買方」不得將所有根據本特別條款(a)(iii)款提供的車位(可遵照本文特別條款第(20)條規定調整)預留或劃為「傷殘人士車位」。
 - (ii)「傷殘人士車位」除供《道路交通條例》、其任何規例及任何修訂法例定義的傷殘人士停泊屬於現已或將會建 於該地段各建築物的住戶及其真正賓客、訪客或獲邀人士的車輛外,不可作任何其他用途,其中特別禁止在 車位存放、陳列或展示車輛作招售等用途或提供洗車和汽車美容服務。
- (c) (i) 該地段內應設置「署長」滿意的車位,以供停泊根據《道路交通條例》、其任何規例及任何修訂法例持牌而屬於該地段任何已建或擬建的建築物的住戶及其真正賓客、訪客或獲邀人士的電單車(以下簡稱「電單車車位」),配置比率為每100個在該地段上已建或擬建的建築物內的住宅單位或不足此數一(1)個車位。如本(c)(i)款指定提供的車位數目為小數位數,則向上調整為最接近之整數。就本(c)(i)款而言,擬供單一家庭作住宅的獨立屋、半獨立屋或排屋不應視作一個住宅單位。「署長」就何謂獨立屋、半獨立屋或排屋和每座此等房屋是否構成及擬作單一家庭住宅用途所作的決定將作終論並對「買方」具約束力。
 - (ii)「電單車車位」(可遵照本文特別條款第(20)條規定調整)除作根據本特別條款(c)(i)款訂明的用途外,不可作任何其他用途,其中特別禁止在車位存放、陳列或展示車輛作招售等用途或提供洗車和汽車美容服務。
- (d) (i) 除了「傷殘人士車位」以外,每個根據本特別條款(a)(i)款及(a)(iii)款(可遵照本文特別條款第(20)條規定調整) 提供的車位必須為2.5米闊及5.0米長,最低淨空高度為2.4米。
 - (ii) 每個「傷殘人士停車位」的尺寸由建築事務監督指定和批准。
 - (iii)每個「電單車車位」(可遵照本文特別條款第(20)條規定調整)必須為1.0米闊及2.4米長,最低淨空高度為2.4 米或採用「署長」批准的其他最低淨空高度。』
- 18.「批地文件」特別條款第(18)條訂明:
 - 『(a) 該地段應提供「署長」滿意的車位供貨車裝卸貨物,比例為該地段任何已建或擬建的建築物內每800個住宅單位或不足此數配置一(1)個車位,或採用「署長」批准的其他比率,惟該地段上每座已建或擬建的住宅單位大廈須設有最少一(1)個裝卸貨物車位。此等裝卸貨物車位應設於每座住宅單位大廈範圍內或毗連該處。就本(a)款而言,擬供單一家庭作住宅的獨立屋、半獨立屋或排屋不可視為一座住宅單位大廈。「署長」就何謂獨立屋、半獨立屋或排屋和每座此等房屋是否構成或擬供單一家庭作住宅所作出的決定將作終論並對「買方」具約束力。

- (b) 每個根據本特別條款(a)款提供的車位(可遵照本文特別條款第(20)條規定調整)必須為3.5米闊及11.0米長,最低 淨空高度為4.7米。此等車位除供與現已或將會建於該地段的建築物相關的貨車裝卸貨物外,不得作任何其他 用途。』
- 19.「批地文件」特別條款第(19)條訂明:

『該地段應提供「署長」滿意的車位,以供停泊屬於該地段已建或擬建的建築物的住戶及其真正賓客、訪客或獲邀人士的單車,分配比率為每十(10)個各自樓面總面積少於70平方米的住宅單位或不足此數設置一(1)個車位,或採用「署長」批准的其他比率。就本特別條款而言,任何擬作單一家庭住宅的獨立屋、半獨立屋或排屋均不可視為一個住宅單位。「署長」就何謂獨立屋、半獨立屋或排屋是否構成或擬供單一家庭作住宅所作出的決定將作終論並對「買方」具約束力。』

- 20.「批地文件」特別條款第(20)條訂明:
 - 『(a) 儘管有本文特別條款第(17)及(18)條之規定,「買方」仍可增加或減少其應分別按照上述特別條款提供的車位數目,最多增幅或減幅為百分之五(5%),惟增加或減少的車位總數不得超過五十(50)個。
 - (b) 除有本特別條款(a)款之規定外,「買方」亦可增加或減少其應分別按照特別條款第(17)(a)(i)(l)及(17)(c)(i)條提供的車位數目(不計算本特別條款(a)款所訂的車位),最多增幅或減幅為百分之五(5%)。』
- 21. 「批地文件」特別條款第(22)條訂明:
 - 『(a) 儘管已遵守和履行此等「批地條件」以令「署長」滿意,「住宅車位」及「電單車車位」不得:
 - (i) 轉讓,除非:
 - (I) 連同賦予專有權使用及佔用該地段任何已建或擬建的建築物內的一個或多個住宅單位的不分割份數一併 轉讓;或
 - (II) 承讓人現時已擁有專有權使用和佔用該地段任何已建或擬建的建築物內的一個或多個住宅單位的不分割份數:或
 - (ii) 分租(租予該地段任何已建或擬建的建築物內的住宅單位的住戶除外)。

惟在任何情況下,該地段任何已建或擬建的建築物內的任何一個住宅單位的業主概不可獲承讓或承租總數多於三(3)個的「住宅車位」及「電單車車位」。

- (b) 儘管有本特別條款(a)款之規定,「買方」如獲「署長」的事先書面同意,可以整體方式轉讓所有「住宅車位」 及「電單車車位」,但承讓方必須為「買方」的全資附屬公司。
- (c) 本特別條款(a)款不適用於該地段整體的轉讓、分租、按揭或押記。
- (d) 本特別條款(a)及(b)款不適用於「傷殘人士車位」。』
- 22.「批地文件」特別條款第(26)條訂明:

『「買方」不可在任何毗鄰或鄰連該地段的「政府」土地進行削土、移土或土地後移工程,或在「政府」土地進行任何建造工程、填土工程或任何類型的斜坡處理工程,除非獲得「署長」的事先書面同意,而「署長」可全權酌情在給予同意時制訂其認為恰當的條款與條件,包括增批「政府」土地作為該地段的增批地段並收取其指定的地價。』

- 23.「批地文件」特別條款第(27)條訂明:
 - 『(a) 如該地段或任何「政府」土地現時或以往為了或有關應該地段或其任何部分的平整、水準測量或發展或任何其他此等「批地條件」規定「買方」須進行的工程或任何其他用途,進行削土、移土或土地後移工程,或建造或填土工程或任何類型的斜坡處理工程,不論事前是否獲「署長」書面同意,「買方」須自費進行和建造當時或其後任何時間必要或可能必要的此等斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工

批地文件的摘要

程,以保護及支撐該地段內的土地和任何毗連或毗鄰「政府」土地或已批租土地,同時避免及防止其後發生滑土、山泥傾瀉或地陷。「買方」應在本文協定的整個批租年期的所有時間內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程,以保持其修繕妥當及狀況良好,令「署長」滿意。

- (b) 本特別條款(a)款概毋損此等「批地條件」賦予「政府」的權利,特別是本文特別條款第(26)條。
- (c) 如因「買方」進行平整、水準測量、發展或其他工程或因任何其他原因導致或引起不論在或從任何該地段內的 土地或任何毗連或毗鄰「政府」土地或已批租土地在任何時間發生滑土、山泥傾瀉或地陷,「買方」須自費還 原並修葺該處以令「署長」滿意,同時就「政府」、其代理及承辦商因此等滑土、山泥傾瀉或地陷需付、蒙受 或招致的所有費用、收費、損害、索求及索償等作出彌償。
- (d)除享有本文訂明可就違反此等「批地條件」追討之任何其他權利或補償權外,「署長」另有權向「買方」發出書面通知,要求「買方」進行、建造和維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程,或將任何滑土、山泥傾瀉或地陷回復原狀及維修。如「買方」疏忽或沒有於符合該通知訂明的期限內以「署長」滿意的方式完成工程,「署長」可即時執行及進行任何必要的工程,而「買方」必須在接獲要求時向「政府」償還有關費用,以及任何行政或專業收費與費用。』
- 24. 「批地文件」特別條款第(28)條訂明:

『除非獲「署長」的事先書面批准,不准在該地段使用碎石機。』

25. 「批地文件」特別條款第(29)條訂明:

『如果在發展或重新發展該地段或其任何部分時已安裝預應力地錨,「買方」須自費在預應力地錨的服務年限期間定期保養和定期監察預應力地錨,令署長滿意並在署長不時絕對酌情要求下提供上述監察工程的報告和資料給署長。如果「買方」不理會或未能進行上述要求的監察工程,署長可立即執行與進行該監察工程,而「買方」須在接獲要求時向「政府」償還有關費用。』

- 26.「批地文件」特別條款第(30)條訂明:
 - 『(a) 如有來自該地段或任何受該處的發展工程影響的其他地方之泥土、廢土、泥頭廢料、建築廢物或建造物料(以下統稱「廢物」)腐爛、沖下或傾倒於公共巷或道路,或排入道路下水道、海灘或海床、污水管、雨水渠或明渠或其他「政府」產業(以下統稱「政府產業」),「買方」必須自費清理廢物並修復「政府」產業蒙受的任何損害。「買方」須就此等腐爛、沖下或傾倒廢物導致私人物業受損或滋擾引起的所有訴訟、索償及訴求向「政府」作出 彌僧。
 - (b) 儘管有本特別條款(a)款之規定,「署長」仍可(但毋責任必須)應「買方」要求清理「政府」產業的廢物並修復該 處由此出現的損害。「買方」應在接獲要求時向「政府」支付相關費用。』
- 27. 「批地文件」特別條款第(31)條訂明:

『「買方」須時刻採取或安排採取所有妥當及充分的照顧、技術和預防措施,尤其是對建造、維修、翻新或修理工程(以下統稱「工程」)的進行,藉以避免造成損壞、滋擾或阻塞位於、貫穿、跨越或毗連該地段或其任何部分的「政府」或其他現有排水渠、水道或渠道、總喉、道路、行人道、街道設施、污水管、明渠、水管、電纜、電線、公用服務設施或其他工程或裝置(以下統稱「服務設施」)。「買方」執行任何此等「工程」之前,必須進行或安排進行妥當的搜查和查詢,以核實「服務設施」的現況及水平位置,並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以待全面審批。在「署長」以書面批准「工程」及上述建議書之前,「買方」不得展開任何工程。「買方」應遵從和自費履行「署長」給予上述批准時就「服務設施」制訂的規定,包括作出任何必要改道、重鋪或還原工程的費用。「買方」須自費以「署長」滿意的方式修理、修復及還原「工程」以任何方式導致該地段或其任何部分或任何「服務設施」蒙受的損害、滋擾或阻塞(明渠、污水管、雨水渠或總喉例外,除非「署長」另作決定,否則此等渠道應由「署長」修復,而「買方」須在接獲要求時向「政府」支付有關工程的費用)。如「買方」不在該地段或其任何部分或任何「服務設施」執行此等必要的改道、重鋪、修理、修復及還原以令「署長」滿意,「署長」可按其視為必要執行任何此等改道、重鋪、修理、還原或修復,「買方」須在接獲要求時向「政府」支付有關工程的費用。』

- 28.「批地文件」特別條款第(33)條訂明:
 - 『(a) 假若本文「批地文件」第(32)條提及的「政府」總水管的食水供應有所延誤,「買方」將獲准使用臨時總水管的 食水作沖廁用途,惟「買方」將須自費安裝適合使用海水的水管裝置,並且如果將來有海水或經處理的廢水供 應,「買方」須按水務署署長指示接受海水或經處理的廢水供應。
 - (b) 「買方」須自費在該地段提供及安裝總錶房或室,以在水務署署長規定的時限安放沖厠水供應的總水錶及其迴 繞裝置 (以下簡稱「總錶房」),其位置、方法和標準須全面令水務署署長滿意。「買方」其後須自費操作、保 養、維修、修復、翻新及管理總錶房,以保持其修復及運作狀況良好,全面令水務署署長滿意。』
- 29. 「批地文件」特別條款第(34)條訂明:
 - 『(a)「買方」須2023年12月31日或之前或其他「署長」可能批准之日期自費並令水務署署長全面滿意:
 - (i) 就自動讀錶系統(以下稱「自動讀錶系統」)外站的提供及安裝向水務監督提交或促使提交書面建議書供其批准,該建議書須包括(建同其他) 水務監督可能要求的此等資料及詳情,包括但不限於顯示將按本特別條款 (a)(ii)款提供及安裝之「自動讀錶系統」外站的位置布局圖、組成「自動讀錶系統」外站的「自動讀錶系統」設備的編排和相關詳情、及指定放置「自動讀錶系統」設備的範圍和空間;及
 - (ii) 為所有「自動讀錶系統」計錶提供及安裝水務監督按本特別條款(a)(i)款批准的「自動讀錶系統」外站(以下稱「自動讀錶系統外站」),包括為個別用戶而的食水供應計錶、總水錶、食水、沖 水供應及防火供應的檢查 錶、及其他水務監督全權酌情認為需要或批准的額外計錶,為免存疑,包括:
 - (I) 必需的電線管和電線;
 - (Ⅱ) 「自動讀錶系統」設備安裝在其中的「自動讀錶系統」板;
 - (Ⅲ) 其他設施及相關設備。

就本特別條款而言,「用戶」一詞須依照《水務設施條例》、其任何規例及任何修訂法例所定義。

- (b) 在本特別條款(a)(i)款提述的建議書獲水務監督批准之前,「買方」不得開展任何提供和安裝「自動讀錶系統外站」之工程。
- (c) 「買方」須在本文協定批授的整個年期內,自費以水務監督全面滿意的方式保養、維修、修理及管理「自動讀 錶系統外站」,使其處於維修妥善及運作良好的狀況,直至其按本特別條款(g)款交予水務監督。
- (d) 水務監督有權按其絕對酌情權於任何時間向「買方」送達書面通知,要求「買方」拆除及移走置於指定放置「自動讀錶系統」備之範圍和空間上空、之上或之下、或堆疊中之物件和村料及水務監督認為阻礙或干擾「自動讀錶系統外站」之放置、運作和維修之物件和材料(水務監督的意見將作終論並對「買方」具約束力)。「買方」須於收到此等通知時,於上述通知之指定時間內自費拆除或移走該等物件和材料及將該拆除或移走工程影響之範圍和空間回復原狀及維修,全面令水務監督滿意。
- (e) 若「買方」未能履行本特別條款下之責任,水務監督可進行必要的工程,費用由「買方」承擔,「買方」須在接獲要求時向水務監督償還一筆等同有關費用的金額,此等金額由水務監督決定,其決定將作終論並對「買方」 具約束力。
- (f) 「買方」須在本文協定批授的整個年期內,允許水務監督及其人員、承辦商、代理及工人及任何獲水務監督授權之人士攜同或不攜同工具、設備、機器、機械或汽車就以下目的有權自由無阻出入、經過及再經過該地段或其任何部分及任何已建或擬建於其上建築物:
 - (i) 檢查及審查任何按本特別條款(a)(ii)、(c)及(d)款將進行的任何工程;
 - (ii) 進行任何本特別條款(e)款下的工程;
 - (iii) 按本特別條款(g)款將「自動讀錶系統外站」交予水務監督後,檢查、操作、保養、維修、及翻新「自動讀錶系統外站」。

批地文件的摘要

- (g) 「買方」須於被水務監督要求時及於水務監督訂明的時間內,將「自動讀錶系統外站」交予水務監督,而水務監督無需支付任何費用或賠償,惟水務監督並無責任在「買方」要求下接管「自動讀錶系統外站」,但可於按其絕對酌情認為合適時接管「自動讀錶系統外站」。
- (h) 倘因完成「買方」在本特別條款(a)(ii)、(c)、(d)及(f)款下的責任、或進行、檢查、審查和監察本特別條款(e)款下的工程、或行使本特別條款(f)款下「政府」、水務監督、其人員、代理、承辦商、代理、工人或任何獲水務監督授權的人士的任何權利,致使或引起「買方」招致或蒙受任何損失、損害、滋擾或騷擾,「政府」、水務監督、其人員、代理、承辦商、代理、其工人或任何獲水務監督授權的人士毋須承擔責任,「買方」不得就任何此等損失、損害、滋擾或騷擾向上述任何一方索償。
- (i) 對於「自動讀錶系統外站」的提供、安裝、維修、保養及管理或與本特別條款(e)款下的工程所直接或間接產生或與之有關的任何性質之一切責任、損失、損害、費用、索償、成本、收費、索求、法律行動或其他法律程序, 「買方」須在所有時間向「政府」、水務監督及其人員、承辦商、代理及工人及任何按本特別條款(h)款獲水務監督授權之人士作出彌償並使其一直獲得彌償。
- (j) 就本特別條款(a)、(b)、(c)及(g)款而言,「買方」一詞不包括其承讓人。』
- 30. 「批地文件」特別條款第(35)條訂明:
 - 『(a)「買方」應自費以水務署署長全面滿意的方式不論在該地段的邊界範圍內或在「政府」土地上設計、建造和維修水務署署長認為必要的該等廢水管,以送出和輸送廢水至「政府」的指定收集系統。此等廢水管應以水務署署長滿意的方式與任何便溺污水管分開。就本特別條款而言,「廢水」、「廢水管」及「便溺污水管」須按《建築物條例》、其任何規例及任何修訂法例所定義。
 - (b) 接駁該地段任何廢水管至已鋪設和啟用之「政府」指定收集系統的工程可由「買方」自費以水務署署長滿意的方式執行。位於「政府」土地範圍內的上述接駁工程部分將由「買方」自費維修,如「政府」發出通知,「買方」須將此等工程部分交給「政府」,日後由「政府」自費維修,「買方」並須在「政府」通知時向「政府」繳付上述接駁工程的技術審核費用。如「買方」不維修建於「政府」土地上的上述接駁工程任何部分,水務署署長可執行其認為必要的維修工程,以維修上述接駁工程的任何部分,「買方」須在接獲「政府」通知時支付有關工程的費用。此外,上述接駁工程亦可由水務署署長執行,水務署署長就此招致的任何損失或損害無需對「買方」負責,「買方」在接獲「政府」通知時須向「政府」支付此等接駁工程的費用。水務署署長就上述技術審核的費用、上述維修工程的費用及本(b)款中所述水務署署長執行的接駁工程的費用的決定將作終論並對「買方」具約束力。』
- 31. 「批地文件」特別條款第(36)條訂明:
 - 『(a)「買方」應自費以「署長」全面滿意的方式不論在該地段的邊界範圍內或在「政府」土地上建造和維修「署長」認為必要的該等排水渠及渠道,以截流和輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或「政府」雨水渠。倘此等暴雨水或雨水造成任何損失、損害、滋擾或干擾以致引起任何責任、訴訟、索償和索求,「買方」必須承擔全部責任、損失、損害、費用、索償、成本、收費、索求、法律行動和其他法律程序。
 - (b) 接駁該地段任何排水渠及污水渠至已鋪設和啟用之「政府」雨水渠及污水管的工程可由「署長」執行。「署長」毋須就由此引致的任何損失或損害向「買方」承擔責任,而「買方」在接獲「政府」通知時須向「政府」支付此等接駁工程的費用。此外,「買方」亦可自費以「署長」滿意的方式執行上述接駁工程。在此情況下,位於「政府」土地範圍內的上述接駁工程部分將由「買方」自費維修,如「政府」發出通知,「買方」須將此等工程部分移交「政府」,日後由「政府」自費維修,「買方」並須在接獲「政府」通知時向「政府」繳付上述接駁工程的技術審核費用。如「買方」不維修建於「政府」土地上的上述接駁工程任何部分,「署長」可執行其認為必要的維修工程,「買方」須在「政府」通知時支付有關工程的費用。「署長」就上述「署長」執行的接駁工程的費用、上述技術審核的費用及本(b)款中所述的維修工程的費用所作的決定將作終論並對「買方」具約束力。』

32. 「批地文件」特別條款第(37)條訂明:

- 『(a) 「買方」應在本協議訂立日期後的六(6)個曆月內(或「署長」批准的其他期限),自費以「署長」全面滿意的方式,就該地段的發展的噪音影響評估(以下稱「噪音影響評估」)提交或促使提交書面建議書供其批准,該建議書須包括(連同其他) 「署長」可能要求的此等資料及詳情,包括但不限於所有該地段的發展造成的不良噪音影響及適當的噪音緩解措施(以下稱「噪音緩解措施」)的建議方案。
- (b) 「買方」須自費在「署長」訂明的期限內,以「署長」全面滿意的方式提供和實施按「噪音影響評估」建議和經「署長」批准的「噪音緩解措施」(以下稱「經批准的噪音緩解措施」)。
- (c) 在「噪音影響評估」獲「署長」書面批准之前,除土地勘測及地盤平整工程外,不得在該地段開展任何建築工程。
- (d) 倘因完成「買方」在本特別條款下的責任致使或引起「買方」招致或蒙受任何費用、損失或損害,「政府」及 其人員毋須承擔責任或法律責任,「買方」不得就任何此等費用、損失或損害向「政府」或其人員索償。』
- 33. 「批地文件」特別條款第(38)條訂明:

『若經「經批准的噪音緩解措施」包括在該地段興建或建造伸出該地段邊界及跨越毗鄰「政府」土地任何部分的隔音屏障(以下稱「隔音屏障」),則下列條款適用:

- (a) 「買方」須自費按照經建築事務監督批准的圖則,設計、興建及建造「隔音屏障」,並在所有方面符合《建築物條例》、其任何規例及任何修訂法例的規定;
- (b) 不得於毗鄰該地段之「政府」土地之上或之下興建「隔音屏障」之地基或承托物;
- (c) 除獲「署長」事先書面批准外,不得對「隔音屏障」或其任何部分作出任何改動、增添、更換或附加裝置;
- (d) 「買方」須在所有時候自費維護、保養及維修「隔音屏障」或(如獲「署長」批准)其任何替代品,以保持其修繕妥當及狀況良好,全面令「署長」全面滿意。如因按本「特別條件」(d)款進行任何工程而須實施臨時交通封路或改道,開展工程前須就臨時交通安排獲得運輸署署長書面批准;
- (e) 「隔音屏障」只可用作隔音屏障用途。除獲地政署署長事先書面批准外,「買方」不得使用或容許他人使用 「隔音屏障」或其任何部分作廣告或展示任何招牌、告示或海報;
- (f) 受制於地政署署長的事先書面批准,「買方」及其承辦商、工人或任何其他獲「買方」授權的人士可攜同或不 攜同工具、設備、機器、機械或車輛進入毗鄰該地段之「政府」土地,以興建、建造、檢查、維修、保養、清 洗、翻新、更換、改動、拆除或移除伸出「政府」土地之「隔音屏障」之部分;
- (g) 倘因特別條件(f)款進入或進行工程而致使或引起「買方」或任何其他人士招致或蒙受任何費用、損失或損害, 「政府」毋須承擔責任或法律責任,「買方」不得就任何此等損失、損害、滋擾或騷擾向「政府」索償。
- (h) 「買方」須於所有時候採取可能必要的預防措施,以避免因興建、建造、維修、保養、改動、使用、拆除或移除「隔音屏障」而對任何毗鄰該地段及「隔音屏障」之「政府」土地或進入或使用任何毗鄰該地段及「隔音屏障」之「政府」土地的人士或車輛造成損害或損傷;
- (i) 「署長」有權於任何時候絕對酌情決定向「買方」送達書面通知,要求「買方」於書面通知日期的六個曆月內 拆除及移除伸出「政府」土地之「隔音屏障」的部分而不設替代品,「買方」須於收到該書面通知後自費於該 書面通知訂明的期限內拆除及移除上述「隔音屏障」的部分,並全面達致「署長」滿意;
- (j) 如「買方」沒有按本「特別條件」履行責任,「署長」可進行所需工程,而「買方」須按要求向「署長」償還 此等工程的費用;

- (K) 「買方」須容許「署長」、其人員、承辦商、代理、其工人及其他獲「署長」授權的人士有權在任何時候攜同或不攜同工具、設備、機器、機械或車輛出入、經過及再經過該地段或在其上擬建或已建的任何建築物,旨在視察、檢驗和監督任何按本特別條件 (a)、(d)及(i)款進行之工程及進行本特別條件 (j)款要求的任何工程或或任何其他「署長」認為可能必要之工程;
- (I) 倘因「買方」履行本「特別條件」之責任、「署長」按本特別條件(k)款行使進入出入、經過及再經過的權利或按本特別條件(j)款進行任何工程而而致使或引起「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾,「政府」或「署長」毋須承擔責任或法律責任,「買方」不得就此等損失、損害、滋擾或騷擾向「政府」、「署長」或其授權人員索償。
- (m) 「買方」須於任何時間就「隔音屏障」之興建、建造、存在、檢查、維修、保養、清潔、翻新、替代、改動、使用、拆除或移除或本特別條件(j)款進行的任何工程而直接或間接致使或引起之法律責任、損失、損害、申索、成本、費用、收費、索求、法律行動或其他程序對「政府」、「署長」、其人員、承辦商、代理、其工人及其他按本特別條件(k)款獲「署長」授權的人士作出彌償及確保其一直獲得彌償。』
- 34.「批地文件」特別條款第(48)條訂明:

『該地段不可搭建或建造任何墳墓或骨灰龕,亦不可安葬或放置任何人類或動物遺體,不論安葬或存放於陶瓶或骨灰盎等。』

- 註:1.詳情請參考「批地文件」。「批地文件」全文已備於售樓處,歡迎在營業時間免費索取閱覽,並可支付必要的影 印費用按要求獲取影印副本。
 - 2.就本節「批地文件的摘要」而言,「買方」指穎顯有限公司,如上下文意允許或規定,「買方」之釋義包括其繼承人及受讓人;「政府」指香港特別行政區政府;「署長」指地政總署署長;「香港」指香港特別行政區;此等「批地條件」指及包括「批地文件」的一般條款和特別條款。

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

Not applicable.

WARNING TO PURCHASERS 對買方的警告

- 1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
- 2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
- 3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser:
 - (i) that firm may not be able to protect the purchaser's interests;
 - (ii) the purchaser may have to instruct a separate firm of solicitors; and
 - (iii) that in the case of paragraph 3(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

- 1. 建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外),以在交易中代表買方行事。
- 2. 如買方聘用上述的獨立的律師事務所,以在交易中代表買方行事,該律師事務所將會能夠向買方提供獨立意見。
- 3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事,而擁有人與買方之間出現利益衝突:-
 - (i) 該律師事務所可能不能夠保障買方的利益;
 - (ii) 買方可能要聘用一間獨立的律師事務所;及
 - (iii) 如屬3(ii)段的情況,買方須支付的律師費用總數,可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付