



PARK SILICON

PALO SPRINGS

SALES BROCHURE

售樓說明書



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PALO SPRINGS

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans¹ as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.

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

- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property². The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5. Sales brochure

- Ensure that the sales brochure obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- In respect of an uncompleted development, the vendor may alter the building plans (if any) whenever the vendor considers necessary. To know the latest information of an uncompleted development, keep paying attention to any revised sales brochures made available by the vendor.
- Read through the sales brochure and in particular, check the following information in the sales brochure -
 - whether there is a section on "relevant information" in the sales brochure, under which information on any

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

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

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

matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;

- the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
- interior and exterior fittings and finishes and appliances;
- the basis on which management fees are shared;
- whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
- whether individual owners have responsibility to maintain slopes.

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

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

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

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

8. Register of Transactions

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

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.

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

10. Expression of intent of purchasing a residential property

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

11. Appointment of estate agent

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

12. Appointment of solicitor

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

For first-hand uncompleted residential properties**13. Pre-sale Consent**

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

14. Show flats

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

For first-hand uncompleted residential properties and completed residential properties pending compliance**15. Estimated material date and handing over date**

- Check the estimated material date³ for the development in the sales brochure.
 - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands’ Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
 - For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
 - For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.

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

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NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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

For first-hand completed residential properties

16. Vendor's information form

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

17. Viewing of property

- Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.
- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

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

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

Other useful contacts:

Consumer Council

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

Estate Agents Authority

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

Real Estate Developers Association of Hong Kong

Telephone : 2826 0111
Fax : 2845 2521

Sales of First-hand Residential Properties Authority
March 2023

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款，以及其他財務優惠

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

- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料¹。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

4. 物業的面積及四周環境

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

5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。

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

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

- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則（如有的話），因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書，並須特別留意以下資訊：

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

6. 政府批地文件和公契

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

7. 售樓處內有關可供揀選住宅物業的資料

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

8. 成交紀錄冊

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

9. 買賣合約

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

10. 表達購樓意向

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

11. 委託地產代理

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

12. 委聘律師

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

適用於一手未落成住宅物業

13. 預售樓花同意書

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

14. 示範單位

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

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期³。
 - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
 - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意（視屬何種情況而定）。
 - 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或

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

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

適用於一手已落成住宅物業

16. 賣方資料表格

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

17. 參觀物業

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

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

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

其他相關聯絡資料：

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

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

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

一手住宅物業銷售監管局
2023年3月

2 INFORMATION ON THE PHASE 期數的資料

Name of the Phase

PALO SPRINGS (the "Phase"), Phase 2 of PARK SILICON Development (the "Development")

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

23 Heung Tsz Road

Remark: The above provisional street number is subject to confirmation when the Phase is completed.

Total number of storeys of each multi-unit building

Tower 2A & 2B: 27 storeys

Notes: The above number of storeys does not include B2/F, B1/F, G/F, 1/F, 2/F, Transfer Plate, Roof, Upper Roof and Top Roof.

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

Tower 2A & 2B: B2/F, B1/F, G/F, 1/F, 2/F, Transfer Plate, 3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F, Roof, Upper Roof and Top Roof

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

Tower 2A & 2B: 4/F, 13/F, 14/F and 24/F

Refuge floors of each multi-unit building

Tower 2A & 2B: Roof

The Phase is an uncompleted phase

- The estimated material date for the Phase as provided by the authorized person for the Phase is 30 December 2027.
- The estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.
- Under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

Note :

"material date" means the date on which the conditions of the land grant are complied with in respect of the Phase.

期數名稱

PALO SPRINGS ("期數"), PARK SILICON發展項目("發展項目")的第2期

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

鄉梓路23號

備註：上述臨時門牌號碼有待期數建成時確認。

每幢多單位建築物的樓層的總數

第2A座及2B座：27層

備註：上述樓層數目並不包括地庫2樓、地庫1樓、地下、1樓、2樓、轉換層、天台、上層天台及頂層天台

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

第2A座及2B座：地庫2樓、地庫1樓、地下、1樓、2樓、轉換層、3樓、5樓至12樓、15樓至23樓、25樓至33樓、天台、上層天台及頂層天台

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

第2A座及2B座：4樓、13樓、14樓及24樓

每幢多單位建築物內的庇護層

第2A座及2B座：天台

本期數屬未落成期數

- 由期數的認可人士提供該期數的預計關鍵日期為2027年12月30日。
- 預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。
- 根據批地文件，進行該項買賣，需獲地政總署署長同意。為買賣合約的目的，在不局限任何其他可用以證明期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為期數已落成或當作已落成(視屬何情況而定)的確證。

備註：

「關鍵日期」指批地文件的條件就期數而獲符合的日期。

3

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

Vendor

Fruitful Season Investments Limited

Holding companies of the Vendor

Myers Investments Limited
Wheelock Properties Limited
Seareef Holdings Limited
Fruitful Season Limited

Authorized person for the Phase

Ng Kwok Fai

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

LWK & Partners (HK) Limited

Building contractor for the Phase

Gammon Engineering & Construction Company Limited

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

Grandall Zimmern Law Firm

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

The Hongkong and Shanghai Banking Corporation Limited

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

W Finance Limited

賣方

Fruitful Season Investments Limited

賣方的控權公司

Myers Investments Limited
會德豐地產有限公司
Seareef Holdings Limited
Fruitful Season Limited

期數的認可人士

吳國輝

期數的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團
梁黃顧建築師（香港）事務所有限公司

期數的承建商

Gammon Engineering & Construction Company Limited

就期數中的住宅物業的出售而代表擁有人行事的律師事務所
國浩律師（香港）事務所

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構
香港上海滙豐銀行有限公司

已為期數的建造提供貸款的任何其他人

W Finance Limited

4

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE

有參與期數的各方的關係

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

4

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE

有參與期數的各方的關係

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

5 INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

- There will be non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
期數將有構成圍封牆的一部分的非結構的預製外牆。
- The range of thickness of the non-structural prefabricated external walls of Tower 2A and Tower 2B of the Phase will be 150 mm.
期數的第2A座及第2B座的非結構的預製外牆之厚度範圍將為150毫米。

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

Tower 座數	Floor 樓層	Flats 單位	Total area of the non-structural prefabricated external walls of each residential property (sq. m) 每個住宅物業的非結構的預製外牆的總面積表（平方米）
Tower 2A 第2A座	3/F 3樓	A	0.358
		B	-
		C	0.424
		D	-
		E	-
	5/F - 12/F, 15/F - 23/F and 25/F - 33/F 5樓至12樓、 15樓至23樓 及25樓至33樓	A	0.358
		B	-
		C	0.424
		D	-
		E	-

Tower 座數	Floor 樓層	Flats 單位	Total area of the non-structural prefabricated external walls of each residential property (sq. m) 每個住宅物業的非結構的預製外牆的總面積表（平方米）
Tower 2B 第2B座	3/F 3樓	A	-
		B	-
		C	0.187
		D	-
		E	-
		F	0.248
		G	-
	5/F - 12/F, 15/F - 23/F and 25/F - 33/F 5樓至12樓、 15樓至23樓 及25樓至33樓	A	-
		B	-
		C	0.187
		D	-
		E	-
		F	0.248
		G	-

5

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

1. There will be curtain walls forming part of the enclosing walls for the Phase.
期數將有構成圍封的一部分的幕牆。
2. The range of thickness of curtain walls of Tower 2A and Tower 2B of the Phase will be 200mm.
期數的第2A 座及第2B座的幕牆之厚度範圍為200毫米。

Schedule of Total Area of the Curtain Walls of Each Residential Property
每個住宅物業的幕牆的總面積表

Tower 座數	Floor 樓層	Flats 單位	Total Area of the curtain walls of each residential property (sq. m) 每個住宅物業的幕牆的總面積（平方米）
Tower 2A 第2A座	3/F 3樓	A	1.279
		B	0.691
		C	1.274
		D	1.104
		E	0.676
	5/F - 12/F, 15/F - 23/F and 25/F - 33/F 5樓至12樓、 15樓至23樓及 25樓至33樓	A	1.279
		B	0.691
		C	1.274
		D	1.104
		E	0.676

Tower 座數	Floor 樓層	Flats 單位	Total Area of the curtain walls of each residential property (sq. m) 每個住宅物業的幕牆的總面積（平方米）
Tower 2B 第2B座	3/F 3樓	A	1.878
		B	1.584
		C	1.103
		D	1.089
		E	1.084
		F	1.084
		G	1.571
	5/F - 12/F, 15/F - 23/F and 25/F - 33/F 5樓至12樓、 15樓至23樓及 25樓至33樓	A	2.032
		B	1.584
		C	1.103
		D	1.089
		E	1.084
		F	1.084
		G	1.571

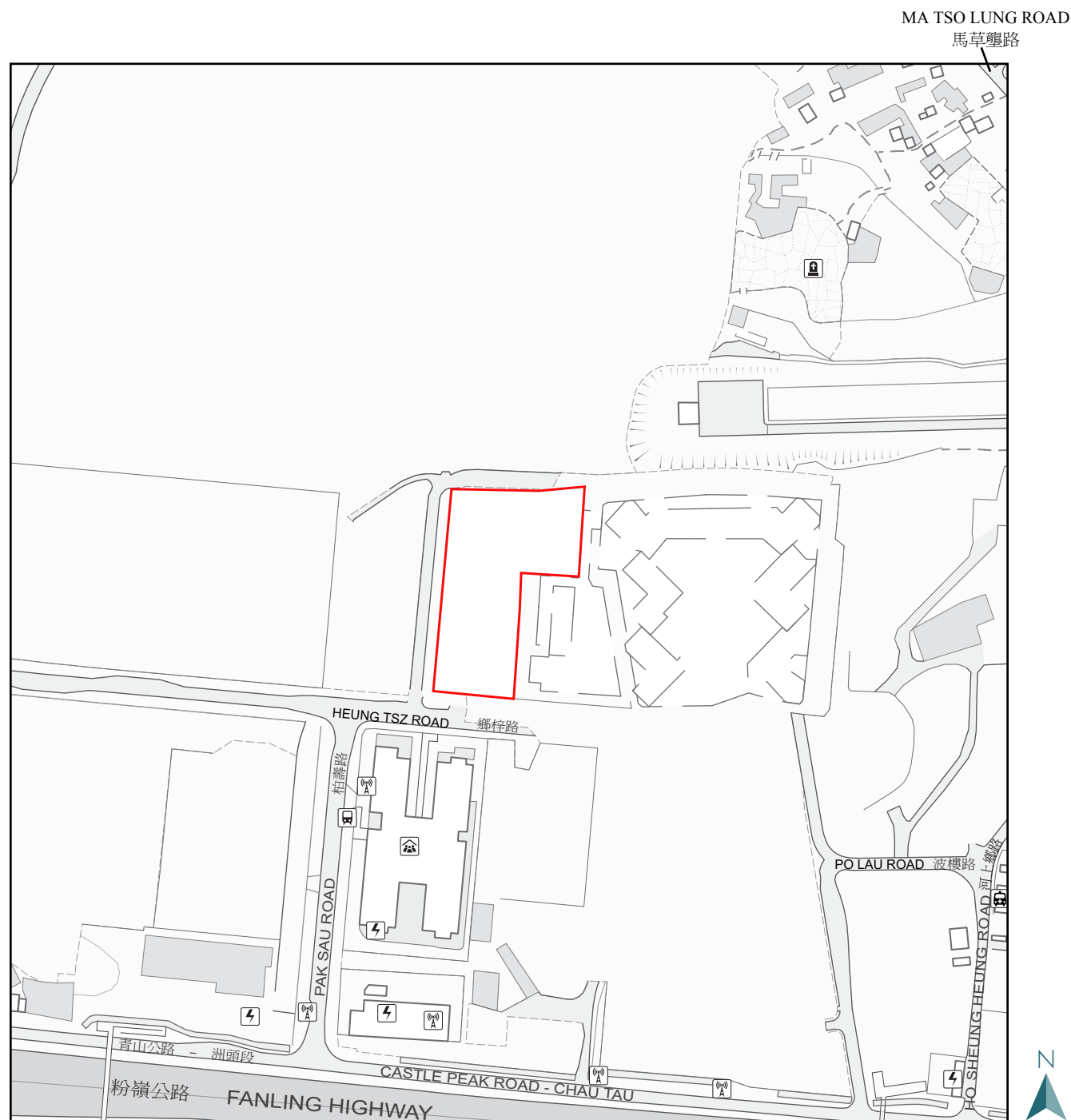
6

INFORMATION ON PROPERTY MANAGEMENT
物業管理的資料

Harriman Property Management Limited will be appointed as the Manager of the Phase under the latest draft deed of mutual covenant.

根據公契的最新擬稿，將獲委任為該期數的管理人為夏利文物業管理有限公司。

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



Boundary of the Development
發展項目的界線

SCALE 比例：
0 50 100 150 200 250M/米

This location plan is prepared by the Vendor with reference to the Digital Topographic Map No. T2-SE-B dated 4 June 2026 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

此位置圖是由賣方擬備並參考地政總署測繪處於2026年6月4日出版之數碼地形圖，圖幅編號T2-SE-B，有需要處經修正處理。

NOTATION 圖例

- Power Plant (including Electricity Sub-stations)
發電廠(包括電力分站)
- Ambulance Depot
救護車站
- Cemetery
墳場
- Public Transport Terminal (including Rail Station)
公共交通總站(包括鐵路車站)
- Public Utility Installation
公用事業設施裝置
- Social Welfare Facilities (including Elderly Centre and Home for the Mentally Disabled)
社會福利設施(包括老人中心及弱智人士護理院)

Notes :

1. The Vendor advises prospective purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
2. The location plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

備註：

1. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
2. 由於發展項目的邊界不規則的技術原因，此位置圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

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



Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,000 feet, Photo No. E257776C, date of flight: 10 June 2025.

摘錄自地政總署測繪處在6,000呎的飛行高度拍攝之鳥瞰照片，照片編號E257776C，飛行日期：2025年6月10日。

● Location of the Phase
期數的位置

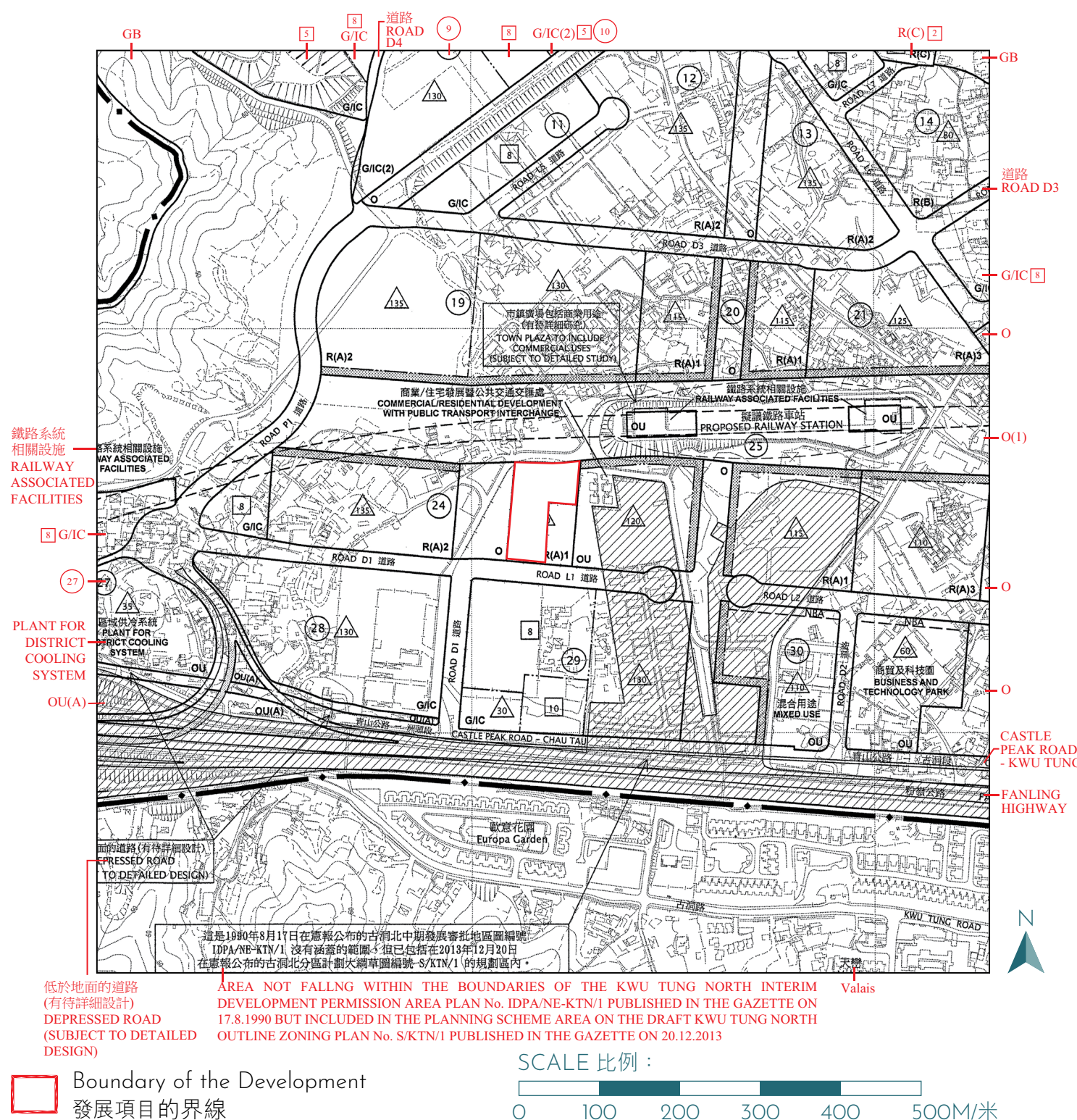
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Notes:

1. Copy of the aerial photograph of the Phase is available for free inspection at the sales office during opening hours.
2. The Vendor advises prospective purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Phase is irregular.

備註：

1. 期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。



Notes:

1. The last updated outline zoning plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.
2. The Vendor advises prospective purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. The outline zoning plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

Extract from the approved Kwu Tung North Outline Zoning Plan (Plan no. S/KTN/4), gazetted on 29 September 2023, with adjustments where necessary as shown in red.

摘錄自2023年9月29日刊憲之古洞北分區計劃大綱核准圖（圖則編號S/KTN/4），有需要處經修正處理，以紅色表示。

NOTATION 圖例

Zones 地帶

Residential (Group A) 住宅（甲類）

Residential (Group B) 住宅（乙類）

Residential (Group C) 住宅（丙類）

Government, Institution or Community 政府、機構或社區

Open Space 休憩用地

Other Specified Uses 其他指定用途

Other Specified Uses (Amenity Area) 其他指定用途(美化市容地帶)

Green Belt 綠化地帶

Communications 交通

Railway and Station 鐵路及車站

Railway and Station (Underground) 鐵路及車站(地下)

Major Road and Junction 主要道路及路口

Elevated Road 高架道路

Miscellaneous 其他

Boundary of Planning Scheme 規劃範圍界線

Planning Area Number 規劃區編號

Building Height Control Zone Boundary 建築物高度管制區界線

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

Maximum Building Height (In Number of Storeys) 最高建築物高度(樓層樓目)

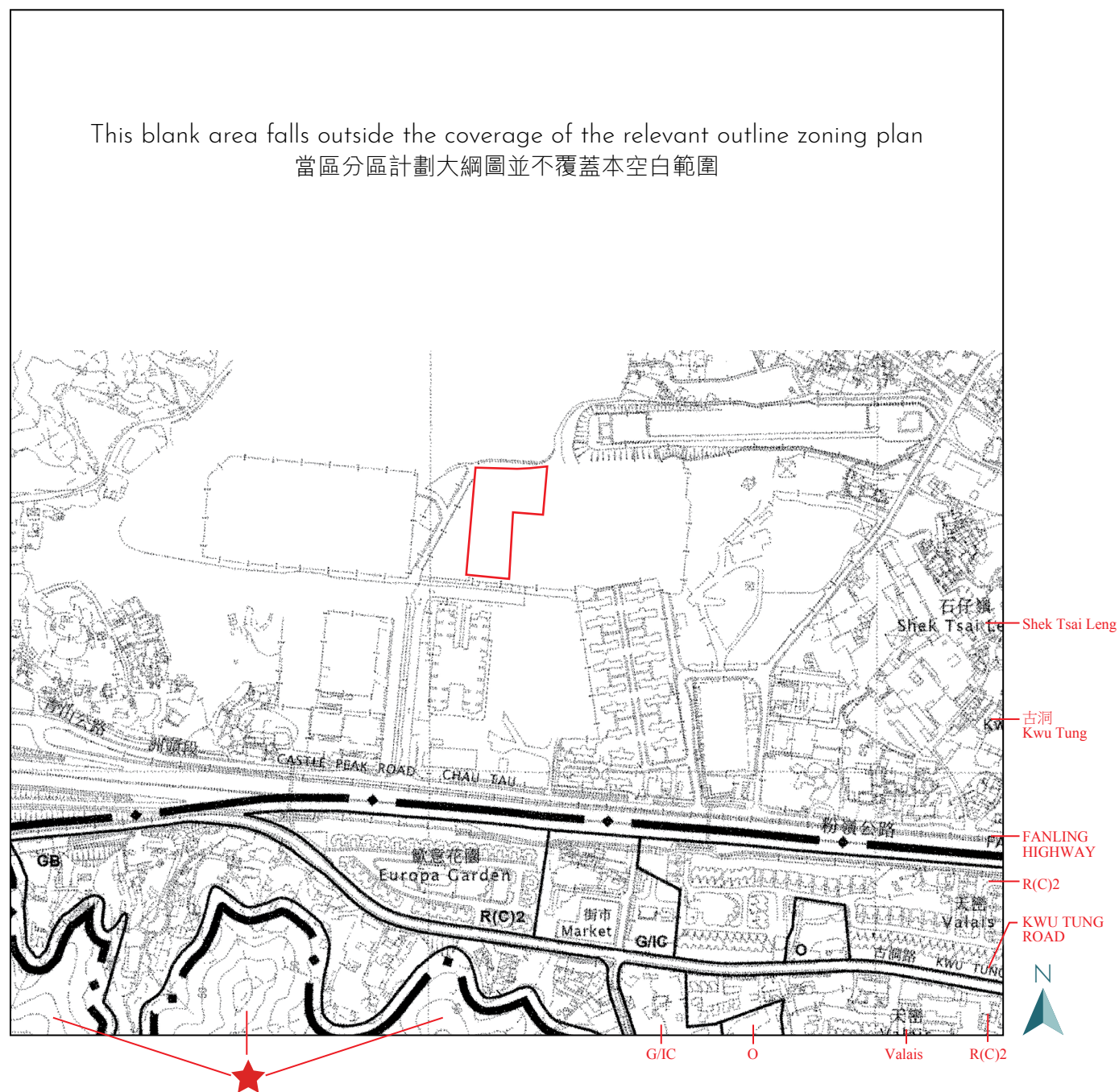
Terraced Podium 梯級式平台

Non-building Area 非建築用地

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備註：

1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此分區計劃大綱圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。



Notes:

1. The last updated outline zoning plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.
2. The Vendor advises prospective purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. The outline zoning plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

Extract from the approved Kwu Tung South Outline Zoning Plan (Plan no. S/NE-KTS/22), gazetted on 21 February 2025, with adjustments where necessary as shown in red.

摘錄自2025年2月21日刊憲之古洞南分區計劃大綱核准圖（圖則編號S/NE-KTS/22），有需要處經修正處理，以紅色表示。

NOTATION 圖例

Zones 地帶

Residential (Group C) 住宅（丙類）

R(C)

Government, Institution or Community 政府、機構或社區

G/IC

Open Space 休憩用地

O

Green Belt 綠化地帶

GB

Communications 交通

Major Road and Junction 主要道路及路口

==

Miscellaneous 其他

Boundary of Planning Scheme 規劃範圍界線

—•—

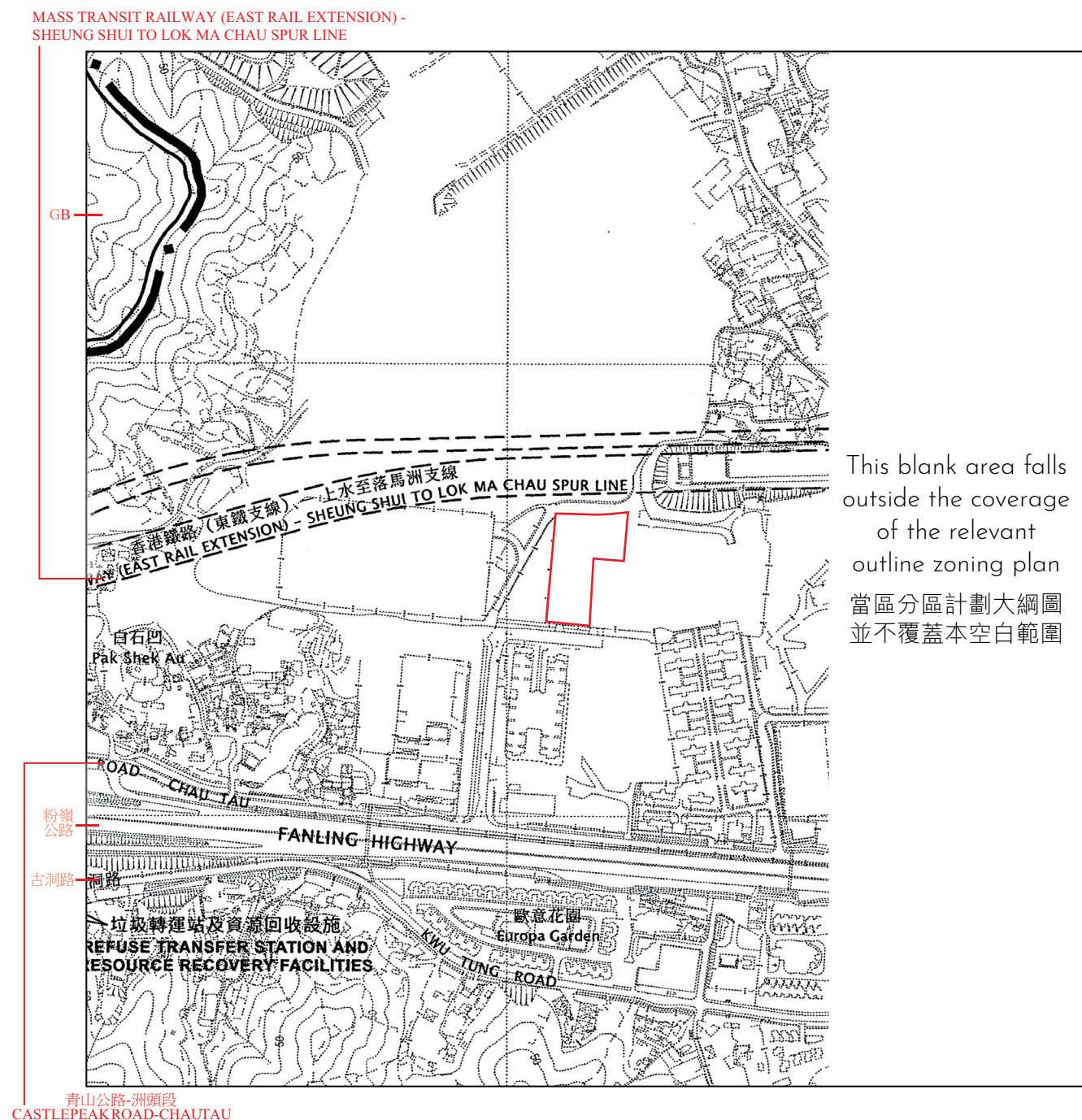
★ These areas are not covered by Outline Zoning Plan or Development Permission Area Plan, or the plan deemed to be a draft plan.

此地帶並不被納入於分區計劃大綱圖或發展審批地區圖，或被當作草圖的圖則。

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備註：

1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此分區計劃大綱圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。



Boundary of the Development
發展項目的界線

Notes:

1. The last updated outline zoning plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.
2. The Vendor advises prospective purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
3. The outline zoning plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

Extract from the approved San Tin Technopole Outline Zoning Plan (Plan no. S/STT/2), gazetted on 20 September 2024, with adjustments where necessary as shown in red.

摘錄自 2024 年 9 月 20 日刊憲之新田科技城分區計劃大綱核准圖 (圖則編號 S/STT/2)，有需要處經修正處理，以紅色表示。

NOTATION 圖例

Zones 地帶

Green Belt 綠化地帶

GB

Miscellaneous 其他

Boundary of Planning Scheme 規劃範圍界線

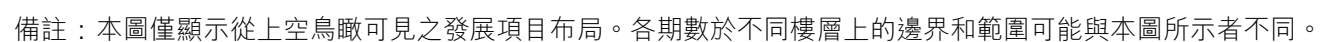
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備註：

1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此分區計劃大綱圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

發展項目的布局圖



40M/米

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

Legend of Terms and Abbreviations used on Floor Plans:

樓面平面圖中所使用名詞及簡稱之圖例：

A/C OUTDOOR UNIT PLATFORM	=	AIR-CONDITIONER OUTDOOR UNIT PLATFORM 空調機室外機平台
A.F.	=	ARCHITECTURAL FEATURE 建築裝飾
BAL./U.P./A.C.P. ABOVE	=	BALCONY/ UTILITY PLATFORM/ AIR-CONDITIONER PLATFORM ABOVE 露台/工作平台/空調機平台設於上方
BATH	=	BATHROOM 浴室
BAL.	=	BALCONY 露台
B.R.1	=	BEDROOM 1 睡房1
B.R.2	=	BEDROOM 2 睡房2
C.L.	=	CAT LADDER 爬梯
DN	=	DOWN 落
E.A.D.	=	EXHAUST AIR DUCT 排風管
E.L.V.	=	EXTRA LOW VOLTAGE DUCT 特低壓電線管道
E.M.R.	=	ELECTRIC METER ROOM 電錶房
F.A.D.	=	FRESH AIR DUCT 鮮風管

H.R.	=	HOSE REEL 消防喉轆
KIT.	=	KITCHEN 廚房
LIV./DIN.	=	LIVING ROOM AND DINING ROOM 客廳及飯廳
M.B.R.	=	MASTER BEDROOM 主人睡房
OPEN KIT.	=	OPEN KITCHEN 開放式廚房
P.D.	=	PIPE DUCT 管道
P.W.	=	PIPE WELL 管井
R.C. PARAPET WALL	=	REINFORCED CONCRETE PARAPET WALL 混凝土護牆
R.S.M.R.R.	=	REFUSE STORAGE AND MATERIAL RECOVERY ROOM 垃圾及物料回收室
ST	=	STOVE 爐
U.P.	=	UTILITY PLATFORM 工作平台
V.D.	=	VENTILATION DUCT 氣槽
W.M.C.	=	WATER METER CABINET 水錶櫃

Notes:

1. There may be architectural features on external walls of some floors.
2. Common pipes exposed and / or enclosed in cladding are located at / adjacent to balcony and / or flat roof and / or utility platform and / or area for air-conditioning and / or external wall of some residential units.
3. There are sunken slabs and/or ceiling bulkheads and/or false ceiling at living rooms, dining rooms, bedrooms, corridors, bathrooms, open kitchens and kitchens of some residential units for the air-conditioning system and/or mechanical and electrical services. There are exposed pipes or ductings for air-conditioning system and/or mechanical and electrical services within some air-conditioner outdoor unit platform, private flat roof and common flat roof.
4. Balconies and utility platforms are non-enclosed areas.
5. Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sink, water closets, shower, sink counter etc, are architectural symbols extracted from the latest approved general building plans and are for general indication only.

備註：

1. 部分樓層外牆設有建築裝飾。
2. 部分住宅單位的露台及 / 或平台及 / 或工作平台及 / 或空調機範圍及 / 或外牆或其鄰近地方設有外露及 / 或藏於外牆覆蓋層內之公用喉管。
3. 部分住宅單位的客廳、飯廳、睡房、走廊、浴室、開放式廚房以及廚房設有跌級樓板及 / 或假陣及 / 或假天花，用以裝置空調系統及 / 或機電設備。部分空調機室外機平台、私人平台及公共平台內設有空調系統及 / 或機電設備之外露喉管或管道槽。
4. 露台及工作平台為不可封閉的地方。
5. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、淋浴間、洗滌盆櫃等乃摘自最新的經批准的建築圖則的建築圖示，只作一般性標誌。

11

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

Tower 2A
第2A座

3/F
3樓

Description 描述	Tower 座數	Floor 樓層	Flats 單位				
			A	B	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2A 第2A座	3/F 3樓	150	150	150	150	150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100 3100^ 3200** 3325	3100 3100^ 3200** 3325	3100 3100^ 3200** 3325	3100 3100^ 3200** 3250** 3325	3100 3100^ 3200** 3325

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. (Remark: This statement as required under section 10(2)(e) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

- Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.

2. Please refer to the first page of this section of this Sales Brochure for notes, legend of the terms and abbreviations shown in the floor plan.

3. ^ Inclusive of the sunken depth of the sunken slab on the floor of this floor (50mm)

4. ** Inclusive of the sunken depth of the sunken slab on the floor of this floor (400mm)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
(註：此根據《一手住宅物業銷售條例》附表 1 第 1 部第 10(2)(e) 條規定之陳述並不適用於本期數。)

- 備註：
1. 樓面平面圖所列之尺寸數字為以毫米標示的建築結構尺寸。

2. 有關樓面平面圖中顯示之備註、名詞及簡稱之圖例請參閱本售樓說明書本節首頁。

3. ^ 包括本層地台跌級樓板之跌級深度 (50 毫米)

4. ** 包括本層地台跌級樓板之跌級深度 (400 毫米)

11

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

Tower 2A
第2A座

5/F - 12/F, 15/F - 23/F and 25/F - 33/F
5樓至12樓、15樓至23樓及25樓至33樓

Description 描述	Tower 座數	Floor 樓層	Flats 單位				
			A	B	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2A 第2A座	5/F - 12/F, 15/F - 23/F and 25/F - 32/F 5樓至12樓、 15樓至23樓及 25樓至32樓	150	150	150	150	150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100 3100^ 3100*	3100 3100^ 3100*	3100 3100^ 3100*	3100 3100^ 3100# 3100*	3100 3100^ 3100*
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）		33/F 33樓	150	150	150	150	150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3300 3350^ 3600*	3300 3350^ 3600*	3300 3350^ 3600*	3300 3350^ 3550# 3600*	3300 3350^ 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. (Remark: This statement as required under section 10(2)(e) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

- Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.

2. Please refer to the first page of this section of this Sales Brochure for notes, legend of the terms and abbreviations shown in the floor plan.

3. ^ Inclusive of the sunken depth of the sunken slab on the floor of this floor (50mm)

4. # Inclusive of the sunken depth of the sunken slab on the floor of this floor (250mm)

5. * Inclusive of the sunken depth of the sunken slab on the floor of this floor (300mm)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條規定之陳述並不適用於本期數。）

- 備註：
1. 樓面平面圖所列之尺寸數字為以毫米標示的建築結構尺寸。

2. 有關樓面平面圖中顯示之備註、名詞及簡稱之圖例請參閱本售樓說明書本節首頁。

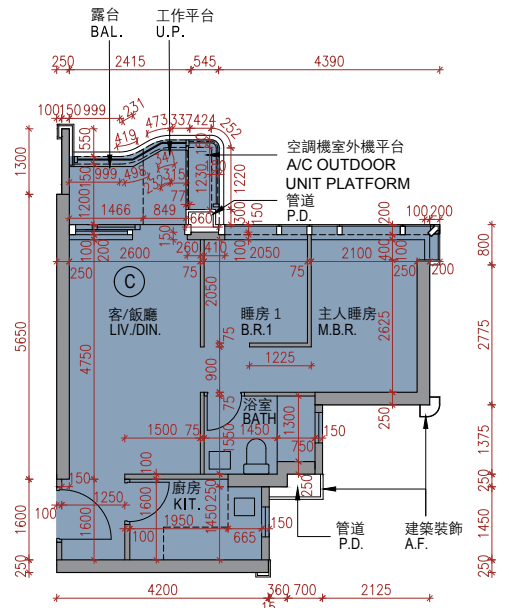
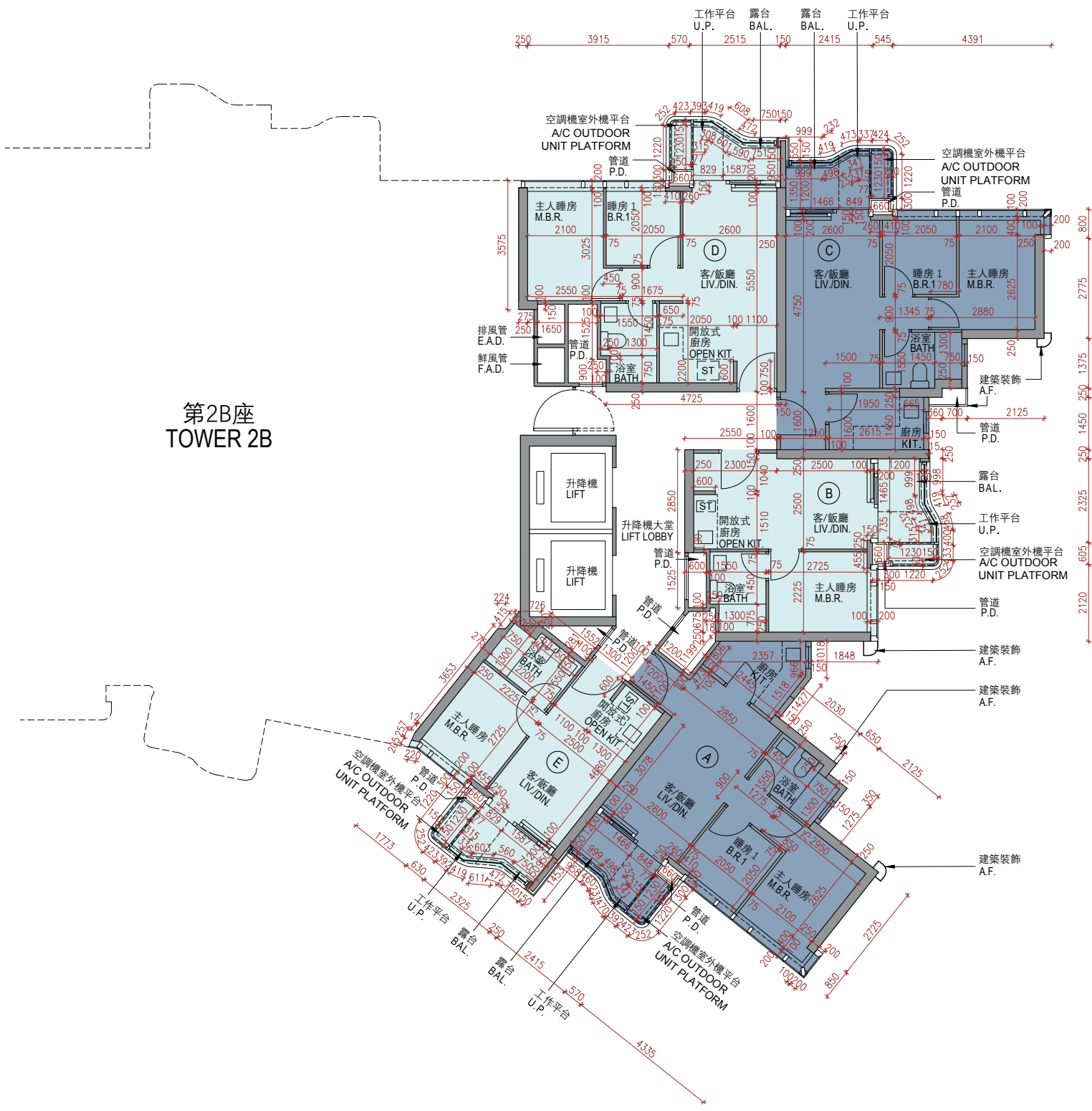
3. ^ 包括本層地台跌級樓板之跌級深度 (50 毫米)

4. # 包括本層地台跌級樓板之跌級深度 (250 毫米)

5. * 包括本層地台跌級樓板之跌級深度 (300 毫米)

Tower 2A
5/F - 12/F, 15/F - 23/F and 25/F - 33/F

第2A座
5樓至12樓、15樓至23樓及25樓至33樓



Floor plan of Flat C on 18/F of
Tower 2A
第2A座18樓C單位之樓面平面圖



SCALE 比例 : 0 5M/米

11

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

Tower 2B
第2B座

3/F
3樓

Description 描述	Tower 座數	Floor 樓層	Flats 單位						
			A	B	C	D	E	F	G
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2B 第2B座	3/F 3樓	150	150	150	150	150	150	150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100 3200** 3325	3100 3200** 3325	3100 3100^ 3150** 3200** 3325	3100 3100^ 3200** 3325	3100 3100^ 3200** 3325	3100 3200** 3325	3100 3100^ 3200** 3325

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. (Remark: This statement as required under section 10(2)(e) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

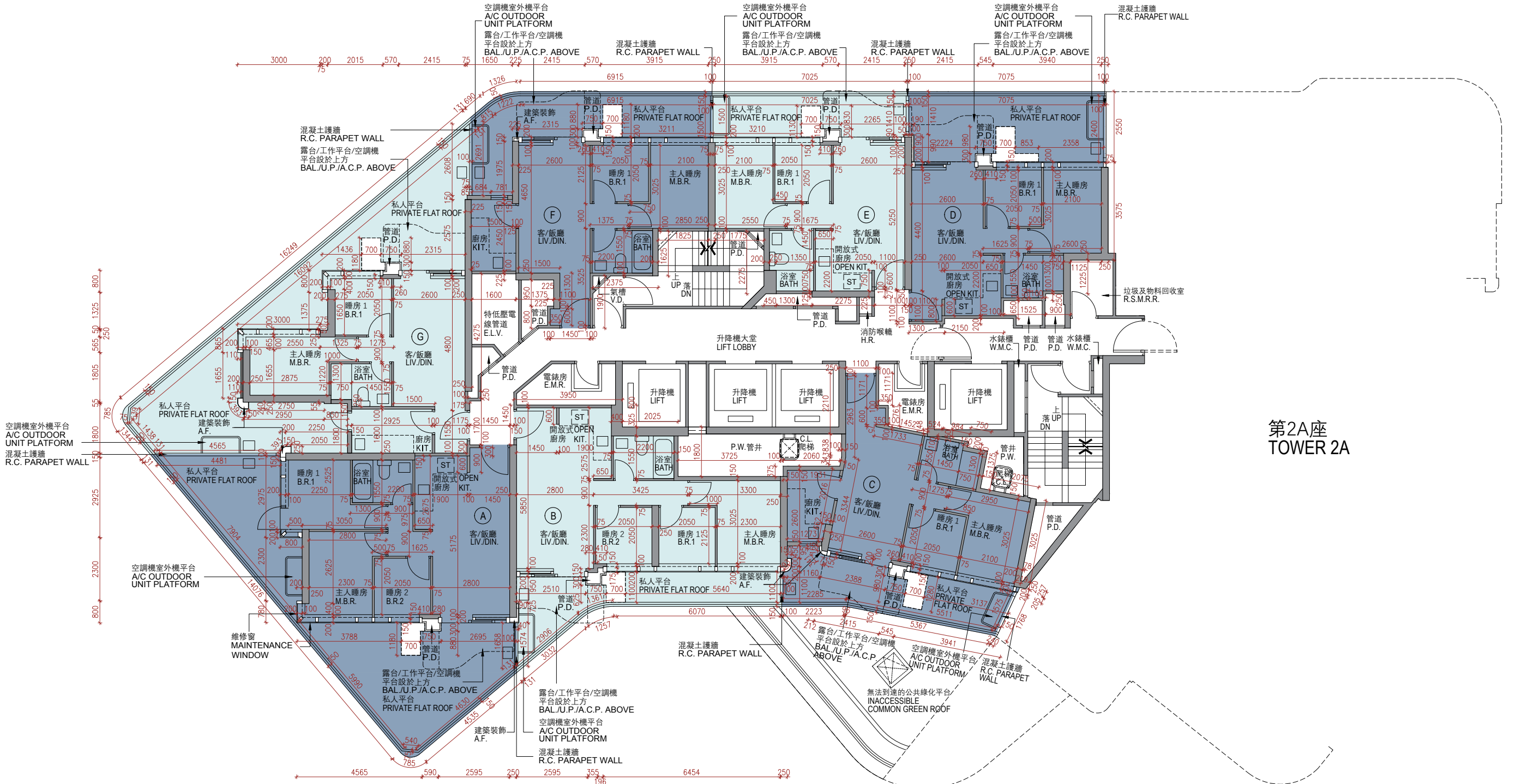
- Notes:
- 1. The dimensions of floor plans are all structural dimensions in millimetre.
 - 2. Please refer to the first page of this section of this Sales Brochure for notes, legend of the terms and abbreviations shown in the floor plan.
 - 3. ^ Inclusive of the sunken depth of the sunken slab on the floor of this floor (50mm)
 - 4. ** Inclusive of the sunken depth of the sunken slab on the floor of this floor (400mm)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
(註：此根據《一手住宅物業銷售條例》附表 1 第 1 部第 10(2)(e) 條規定之陳述並不適用於本期數。)

- 備註：
- 1. 樓面平面圖所列之尺寸數字為以毫米標示的建築結構尺寸。
 - 2. 有關樓面平面圖中顯示之備註、名詞及簡稱之圖例請參閱本售樓說明書本節首頁。
 - 3. ^ 包括本層地台跌級樓板之跌級深度 (50 毫米)
 - 4. ** 包括本層地台跌級樓板之跌級深度 (400 毫米)

Tower 2B
3/F

第2B座
3樓



第2A座
TOWER 2A

SCALE 比例 : 0 5M/米

11

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

Tower 2B
第2B座

5/F - 12/F, 15/F - 23/F and 25/F - 33/F
5樓至12樓、15樓至23樓及25樓至33樓

Description 描述	Tower 座數	Floor 樓層	Flats 單位						
			A	B	C	D	E	F	G
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2B 第2B座	5/F - 12/F, 15/F - 23/F and 25/F - 32/F 5樓至12樓、 15樓至23樓及 25樓至32樓	150	150	150	150	150	150	150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100 3100*	3100 3100*	3100 3100^ 3100* 3100##	3100 3100^ 3100*	3100 3100^ 3100*	3100 3100*	3100 3100^ 3100*
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）		33/F 33樓	150	150	150	150	150	150	150
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度（指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3300 3600*	3300 3600*	3300 3350^ 3600* 3650##	3300 3350^ 3600*	3300 3350^ 3600*	3300 3600 3600* 3900*	3300 3350^ 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. (Remark: This statement as required under section 10(2)(e) of Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

- Notes:
1. The dimensions of floor plans are all structural dimensions in millimetre.

2. Please refer to the first page of this section of this Sales Brochure for notes, legend of the terms and abbreviations shown in the floor plan.

3. ^ Inclusive of the sunken depth of the sunken slab on the floor of this floor (50mm)

4. * Inclusive of the sunken depth of the sunken slab on the floor of this floor (300mm)

5. ## Inclusive of the sunken depth of the sunken slab on the floor of this floor (350mm)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條規定之陳述並不適用於本期數。）

- 備註：
1. 樓面平面圖所列之尺寸數字為以毫米標示的建築結構尺寸。

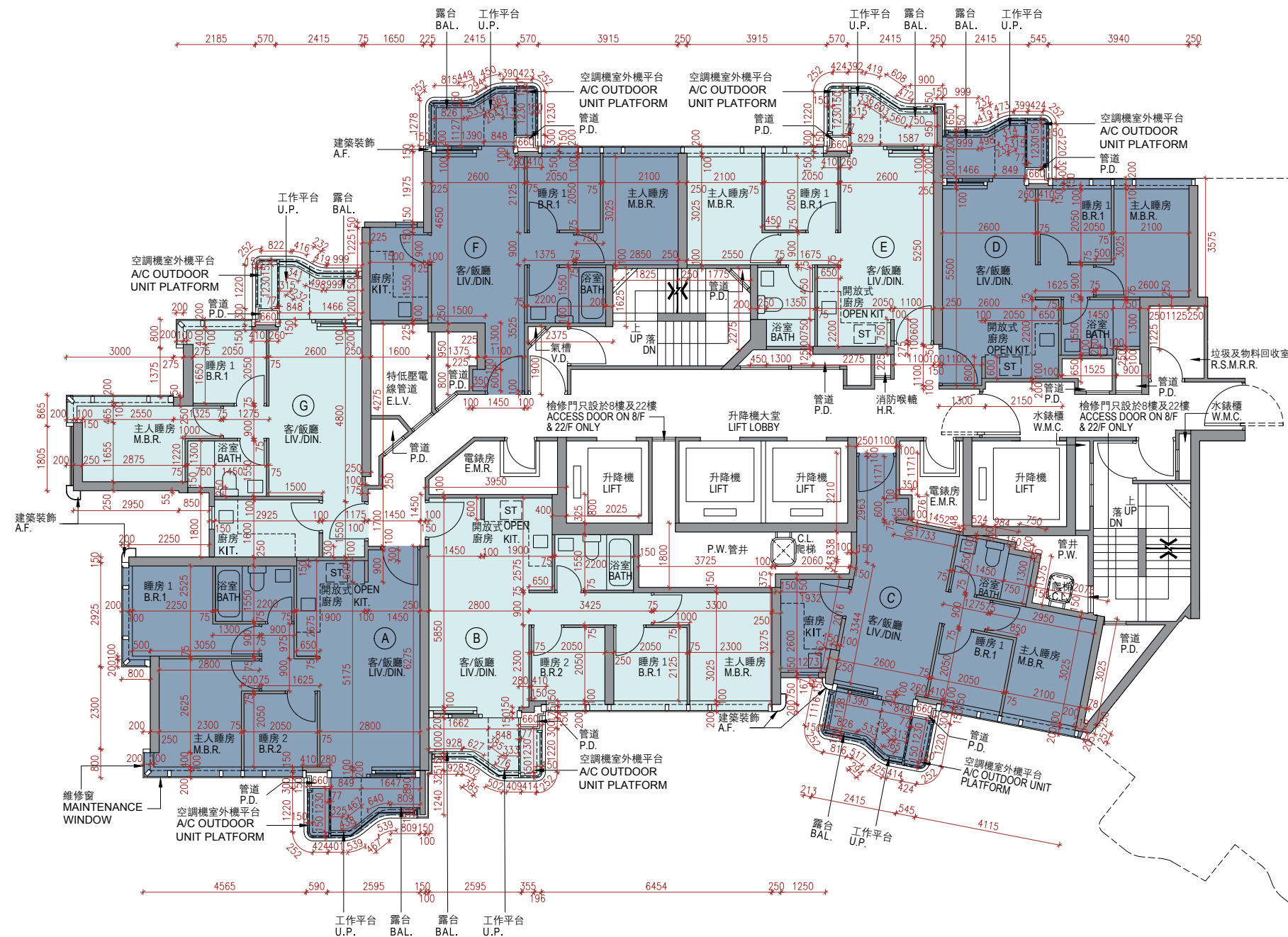
2. 有關樓面平面圖中顯示之備註、名詞及簡稱之圖例請參閱本售樓說明書本節首頁。

3. ^ 包括本層地台跌級樓板之跌級深度 (50 毫米)

4. * 包括本層地台跌級樓板之跌級深度 (300 毫米)

5. ## 包括本層地台跌級樓板之跌級深度 (350 毫米)

第2B座
5樓至12樓、15樓至23樓及25樓至33樓



第2A座
TOWER 2A



SCALE 比例 :  0 5M/米

12 AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2A 第2A座	3/F 3樓	A	40.519 (436) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	18.831 (203)	-	-	-	-	-	-
		B	25.888 (279) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	7.767 (84)	-	-	-	-	-	-
		C	41.108 (442) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	24.659 (265)	-	-	-	-	-	-
		D	36.672 (395) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	16.048 (173)	-	-	-	-	-	-
		E	25.523 (275) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	7.097 (76)	-	-	-	-	-	-

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

Remarks :

- The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq. ft. may be slightly different from that shown in sq. m..
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties in the Phase.

- 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台 (如有) 之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 其他指明項目的面積 (不計算入實用面積) 是按《一手住宅物業銷售條例》附表2第2部計算得出的。

備註 :

- 以平方呎列出的面積由以平方米列出的面積以 1 平方米=10.764 平方呎換算，並以四捨五入至整數。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。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業並無陽台。

12 AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2A 第2A座	5/F - 12/F, 15/F - 23/F and 25/F - 33/F 5樓至12樓、 15樓至23樓及 25樓至33樓	A	44.188 (476) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	29.556 (318) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	44.571 (480) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		D	40.112 (432) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	28.855 (311) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	-	-	-	-	-	-	-	-	-	-

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

Remarks :

- The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq. ft. may be slightly different from that shown in sq. m..
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties in the Phase.

- 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算，並以四捨五入至整數。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。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業並無陽台。

12 AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2B 第2B座	3/F 3樓	A	50.142 (540) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	35.472 (382)	-	-	-	-	-	-
		B	48.696 (524) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	12.241 (132)	-	-	-	-	-	-
		C	41.321 (445) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	11.928 (128)	-	-	-	-	-	-
		D	36.449 (392) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	15.413 (166)	-	-	-	-	-	-
		E	36.561 (394) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	9.511 (102)	-	-	-	-	-	-
		F	41.300 (445) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	14.494 (156)	-	-	-	-	-	-
		G	42.238 (455) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	40.139 (432)	-	-	-	-	-	-

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

Remarks :

- The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq. ft. may be slightly different from that shown in sq. m..
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties in the Phase.

- 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台 (如有) 之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 其他指明項目的面積 (不計算入實用面積) 是按《一手住宅物業銷售條例》附表2第2部計算得出的。

備註 :

- 以平方呎列出的面積由以平方米列出的面積以 1 平方米=10.764 平方呎換算，並以四捨五入至整數。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。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業並無陽台。

12 AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2B 第2B座	5/F - 12/F, 15/F - 23/F and 25/F - 33/F 5樓至12樓、 15樓至23樓及 25樓至33樓	A	53.528 (576) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	52.339 (563) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	44.821 (482) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		D	40.096 (432) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	39.948 (430) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		F	44.648 (481) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		G	45.890 (494) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-

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

Remarks :

- The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer and the area shown in sq. ft. may be slightly different from that shown in sq. m..
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties in the Phase.

- 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
- 其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。

備註 :

- 以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算，並以四捨五入至整數。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。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業並無陽台。

13 FLOOR PLANS OF PARKING SPACES IN THE PHASE

期數中的停車位的樓面平面圖

Not Applicable

不適用

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.
 2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement -
 - (a) that preliminary agreement is terminated;
 - (b) the preliminary deposit is forfeited; and
 - (c) the owner does not have any further claim against the purchaser for the failure.
1. 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。
 2. 買方在簽署臨時買賣合約時須支付的臨時訂金，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的5個工作日內簽立買賣合約-
 - (a) 該臨時合約即告終止；
 - (b) 有關的臨時訂金即予沒收；及
 - (c) 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的申索。

15 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

1. Common Parts of the Phase

(a) Under the Principal Deed of Mutual Covenant of the Development (the "PDMC"), Common Areas and Facilities means those parts, areas, structures, services, facilities and conduits of the Development and the Land (meaning Fanling Sheung Shui Town Lot No. 278):

- (i) which are intended for common use and benefit of different owners and not for the sole benefit of any owner;
- (ii) including the items specified in Schedule 1 to the Building Management Ordinance (Cap. 344) (save and except to the extent forming part of any residential unit);
- (iii) including additional Common Areas and Facilities designated under the provisions of the PDMC or designated by the First Owner (as defined in PDMC) to be Common Areas and Facilities under the sub-deed of mutual covenant of subsequent phase.

These include Covered Landscaped Areas, Recreational Areas and Facilities, Visitors' Parking Space, Residential Parking Space for Disabled Persons and Bicycle Parking Space.

Under the Sub-Deed of Mutual Covenant of the Phase (the "SDMC"), Phase 2 Common Areas and Facilities means all parts, areas, structures, services, facilities and conduits of the Development and the Land within the Phase:

- (i) which are intended for common use and benefit of different owners and not for the sole benefit of any owner;
- (ii) including the items specified in Schedule 1 to the Building Management Ordinance (Cap. 344) (save and except to the extent forming part of any residential unit);
- (iii) including Phase 2 Common Areas and Facilities designated by the First Owner (as defined in PDMC) as Common Areas and Facilities under the SDMC.

(b) Under the PDMC, Common Areas and Facilities are categorized into Development Common Areas and Facilities (provided or installed for the common use and benefit of the owners of the Development as a whole and not for the sole benefit of any owner or group of owners of the Development), Residential Common Areas and Facilities (provided or installed for the common use and benefit of Owners of different residential units) and Parking Common Areas and Facilities (provided or installed for the common use and benefit of the Owners and users of different Residential Private Parking Space or a Residential Common Parking Space).

Under the SDMC, Phase 2 Common Areas and Facilities are categorized into Phase 2 Development Common Areas and Facilities (provided or installed for the common use and benefit of the owners of the Development as a whole and not for the sole benefit of any owner or group of owners of the Development) and Phase 2 Residential Common Areas and Facilities (provided or installed for the common use and benefit of Owners of different residential units).

- (c) The owners may use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit.
- (d) No Owner shall convert any part or parts of the Common Areas and Facilities to his own use or for his own benefit unless prior written approval of the Owners' Committee has been obtained.
- (e) No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other owners or occupiers of any other part of the Development.
- (f) The Common Areas and Facilities shall be under the exclusive management and control of the Manager.

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SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

2. Number of Undivided Shares assigned to each residential property in the Phase

Undivided Shares are allocated to each residential property. They are set out in the table below.

Number Of Undivided Shares Allocated to Each Residential Property in the Phase

Tower 2A

Flat Floor	A	B	C	D	E
3/F	43	27	43	39	27
5/F	44	30	45	40	29
6/F	44	30	45	40	29
7/F	44	30	45	40	29
8/F	44	30	45	40	29
9/F	44	30	45	40	29
10/F	44	30	45	40	29
11/F	44	30	45	40	29
12/F	44	30	45	40	29
15/F	44	30	45	40	29
16/F	44	30	45	40	29
17/F	44	30	45	40	29
18/F	44	30	45	40	29
19/F	44	30	45	40	29
20/F	44	30	45	40	29
21/F	44	30	45	40	29
22/F	44	30	45	40	29
23/F	44	30	45	40	29
25/F	44	30	45	40	29
26/F	44	30	45	40	29
27/F	44	30	45	40	29
28/F	44	30	45	40	29
29/F	44	30	45	40	29
30/F	44	30	45	40	29
31/F	44	30	45	40	29
32/F	44	30	45	40	29
33/F	44	30	45	40	29

Tower 2B

Flat Floor	A	B	C	D	E	F	G
3/F	54	50	42	38	38	42	46
5/F	54	52	45	40	40	45	46
6/F	54	52	45	40	40	45	46
7/F	54	52	45	40	40	45	46
8/F	54	52	45	40	40	45	46
9/F	54	52	45	40	40	45	46
10/F	54	52	45	40	40	45	46
11/F	54	52	45	40	40	45	46
12/F	54	52	45	40	40	45	46
15/F	54	52	45	40	40	45	46
16/F	54	52	45	40	40	45	46
17/F	54	52	45	40	40	45	46
18/F	54	52	45	40	40	45	46
19/F	54	52	45	40	40	45	46
20/F	54	52	45	40	40	45	46
21/F	54	52	45	40	40	45	46
22/F	54	52	45	40	40	45	46
23/F	54	52	45	40	40	45	46
25/F	54	52	45	40	40	45	46
26/F	54	52	45	40	40	45	46
27/F	54	52	45	40	40	45	46
28/F	54	52	45	40	40	45	46
29/F	54	52	45	40	40	45	46
30/F	54	52	45	40	40	45	46
31/F	54	52	45	40	40	45	46
32/F	54	52	45	40	40	45	46
33/F	54	52	45	40	40	45	46

Note:
There are no designations of 4th, 13th,14th and 24th floors.

15 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

3. Term of years for which the Manager of the Phase is Appointed

The Manager will be appointed for an initial term of two years from the date of the PDMC. The appointment of the Manager may be terminated according to the provisions of the PDMC.

4. Basis on which the Management Expenses are shared among the owners of residential properties in the Phase

Each owner shall contribute towards the management expenses (which shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Development and the Land under the PDMC, and shall be based on the budget prepared by the Manager) (including the Manager's remuneration) of the Development and the Land in such manner, amount and proportion as provided in the PDMC by reference to the Management Shares allocated to his Unit. In general:

- (a) The owners shall contribute towards all expenditure which in the opinion of the Manager is specifically referable to the Development Common Areas and Facilities or for the common benefit of the owners, occupiers, licensees or invitees of the Development in proportion to the Management Shares allocated to their Units.
- (b) The owners of Residential Units shall contribute towards all expenditure which in the opinion of the Manager is specifically referable to the Residential Common Areas and Facilities or for the common benefit of the owners, occupiers, licensees or invitees of the Residential Units in proportion to the Management Shares allocated to their Residential Units.
- (c) The owners of Residential Units shall contribute towards the 23.7% of the Parking Management Expenses relating to the Parking Common Areas and Facilities in proportion to the Management Shares allocated to their Residential Units.

The number of Management Shares of a residential property is the same as the number of Undivided Shares allocated to that residential property. However, the total number of Undivided Shares in the Phase (14,757) is different from the total number of Management Shares in the Phase (13,749). The total number of Undivided Shares in the Development (45,154) is also different from the total number of Management Shares in the Development (43,146). The total number of Management Shares of the residential properties in the Phase is 13,749. The total number of Management Shares of the residential properties in the Development is 32,650.

5. Basis on which the Management Fee Deposit is fixed

The amount of Management Fee Deposit is 3 months' monthly management expenses.

6. Area (if any) in the Phase retained by the owner (i.e. the Vendor) for its own use

There is no area in the Phase which is retained by the owner for that owner's own use as referred to in section 14(2)(f), Part 1, Schedule 1 of Residential Properties (First-hand Sales) Ordinance (Cap. 621).

15 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

1. 期數的公用部分

- (a) 根據發展項目的主公契（「主公契」），公用地方與設施指所有在發展項目及該土地（指粉嶺上水市地段第278號）內符合以下情況的部分、區域、結構、設備、設施及管道：

- (i) 旨在供不同業主共同使用與享用而非僅供任何個別業主享用；
- (ii) 包括《建築物管理條例》（第344章）附表1列出的項目（構成任何住宅單位的一部分除外）；
- (iii) 包括根據主公契指定為額外公用地方與設施及由第一業主於期後之期數副公契下指定為公用地方與設施部分。

上述包括有蓋園景範圍、休憩地方及設施、訪客停車位、傷殘人士停車位及單車停車位等。

根據期數的副公契（「副公契」），第二期公用地方與設施指該期數內的所有發展項目及該土地（指粉嶺上水市地段第278號）的符合以下情況的部分、區域、結構、設備、設施及管道：

- (i) 旨在供不同業主共同使用與享用而非僅供任何個別業主享用；
 - (ii) 包括《建築物管理條例》（第344章）附表1列出的項目（構成任何住宅單位的一部分除外）；
 - (iii) 包括由第一業主於副公契下指定為第二期公用地方與設施部分。
- (b) 根據主公契，公用地方與設施分為發展項目公用地方與設施（提供或安裝給發展項目的所有業主全體共同使用與享用而非僅供個別業主或業主群享用）、住宅公用地方與設施（提供或安裝給不同住宅單位的業主共同使用與享用）及停車場公用地方與設施（提供或安裝給不同住宅私人停車位及住宅公用停車位的業主及使用者共同使用與享用）。
- 根據副公契，第二期公用地方與設施分為第二期發展項目公用地方與設施（提供或安裝給發展項目的所有業主全體共同使用與享用而非僅供個別業主或業主群享用）及第二期住宅公用地方與設施（提供或安裝給不同住宅單位的業主共同使用與享用）。
- (c) 業主為了所有有關正當使用與享用其單位的目的可自由進出以及使用公用地方及設施。
 - (d) 除非已經取得業主委員會的事先書面批准，業主不得將任何公用地方及設施改作自用或供其受益。
 - (e) 公用地方及設施的任何部分不得被阻塞，也不得在其上放置或遺留任何垃圾或其他物品與物件。業主亦不得在該等地方作出或容忍作出或容許作出任何可能或成為對該發展項目其他部分的業主或佔用人造成滋擾的事情。
 - (f) 公用地方及設施將專由管理人管理和控制。

2. 分配予期數中的每個住宅物業的不分割份數的數目

各住宅物業獲分配有不分割份數。詳細的分配狀況，請參閱下文附表。

分配予期數中的每個住宅物業的不分割份數的數目

第2A座

樓層 \ 單位	A	B	C	D	E
3/樓	43	27	43	39	27
5/樓	44	30	45	40	29
6/樓	44	30	45	40	29
7/樓	44	30	45	40	29
8/樓	44	30	45	40	29
9/樓	44	30	45	40	29
10/樓	44	30	45	40	29
11/樓	44	30	45	40	29
12/樓	44	30	45	40	29
15/樓	44	30	45	40	29
16/樓	44	30	45	40	29
17/樓	44	30	45	40	29
18/樓	44	30	45	40	29
19/樓	44	30	45	40	29
20/樓	44	30	45	40	29
21/樓	44	30	45	40	29
22/樓	44	30	45	40	29
23/樓	44	30	45	40	29
25/樓	44	30	45	40	29
26/樓	44	30	45	40	29
27/樓	44	30	45	40	29
28/樓	44	30	45	40	29
29/樓	44	30	45	40	29
30/樓	44	30	45	40	29
31/樓	44	30	45	40	29
32/樓	44	30	45	40	29
33/樓	44	30	45	40	29

15 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

第2B座

樓層 \ 單位	A	B	C	D	E	F	G
3/樓	54	50	42	38	38	42	46
5/樓	54	52	45	40	40	45	46
6/樓	54	52	45	40	40	45	46
7/樓	54	52	45	40	40	45	46
8/樓	54	52	45	40	40	45	46
9/樓	54	52	45	40	40	45	46
10/樓	54	52	45	40	40	45	46
11/樓	54	52	45	40	40	45	46
12/樓	54	52	45	40	40	45	46
15/樓	54	52	45	40	40	45	46
16/樓	54	52	45	40	40	45	46
17/樓	54	52	45	40	40	45	46
18/樓	54	52	45	40	40	45	46
19/樓	54	52	45	40	40	45	46
20/樓	54	52	45	40	40	45	46
21/樓	54	52	45	40	40	45	46
22/樓	54	52	45	40	40	45	46
23/樓	54	52	45	40	40	45	46
25/樓	54	52	45	40	40	45	46
26/樓	54	52	45	40	40	45	46
27/樓	54	52	45	40	40	45	46
28/樓	54	52	45	40	40	45	46
29/樓	54	52	45	40	40	45	46
30/樓	54	52	45	40	40	45	46
31/樓	54	52	45	40	40	45	46
32/樓	54	52	45	40	40	45	46
33/樓	54	52	45	40	40	45	46

附註：
不設4樓、13樓、14樓及24樓。

3. 期數的管理人的委任年期

管理人的首屆任期為由主公契簽署日期起計兩年。管理人的委任可按主公契的條文終止。

4. 在期數中的住宅物業的擁有人之間分擔管理開支的基準

每名業主須根據其單位分配到的管理份數按主公契指明的方式、金額及比例分擔發展項目及土地的管理開支（指按主公契管理發展項目及土地時必須地和合理地招致的支出、費用及收費，且須基於管理人擬定之預算）(包括管理人之酬金)。一般而言：

- (a) 業主須按分配到其單位之管理份數之比例分擔管理人認為涉及發展項目公用地方及設施或為了發展項目業主、佔用人、獲許可人或受邀人的共同利益的所有開支。
- (b) 住宅單位業主須按分配到其住宅單位之管理份數之比例分擔管理人認為涉及住宅公用地方及設施或為了住宅單位業主、佔用人、獲許可人或受邀人的共同利益的所有開支。
- (c) 住宅單位業主須按分配到其住宅物業之管理份數之比例分擔有關停車場公用地方與設施之管理開支的23.7%。

每個住宅物業之管理份數相等於其獲分配之不分割份數，唯期數不分割份數總數（14,757）與期數管理份數總數（13,749）不同，發展項目不分割份數總數（45,154）與發展項目管理份數總數（43,146）亦不同。期數住宅物業之管理份數總數為13,749。發展項目住宅物業之管理份數總數為32,650。

5. 計算管理費按金的基準

管理費按金相等於三個月之管理開支。

6. 擁有人（即賣方）在期數中保留作自用的範圍（如有的話）

本期數並無《一手住宅物業銷售條例》(第621章)附表1第1部第14(2)(f)條所提及之擁有人在期數中保留作自用的範圍。

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1. The lot number of the land on which the Phase is situated:
Fanling Sheung Shui Town Lot No. 278
2. The term of years under the lease:
50 years from 25 August 2021
3. The user restrictions applicable to that land:
 - A. Special Condition No. (5) of the Land Grant provides that:
 - (a) the lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
 - (b) Any building or part of any building erected or to be erected on the lot other than that referred to in Special Condition No. (5)(d) shall not be used for any purpose other than the following:
 - (i) subject to Special Condition No. (8)(c)(ii) hereof, in respect of the lowest two floors (excluding any basement level or basement levels (if erected)), for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for the avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in Special Condition No. (5)(b)(iii);
 - (ii) in respect of the remaining floors above the lowest two floors as referred to in Special Condition No. (5)(b)(i) (excluding any basement level or basement levels (if erected) above the lowest two floors in the event that there are more than two basement levels), for private residential purposes; and
 - (iii) in respect of any basement level (if erected), whether being one of the lowest two floors or a basement level above the lowest two floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
 - (c) Any free-standing purpose-designed building or buildings (including any basement level or basement levels (if erected)) erected or to be erected on the lot shall not be used for any purpose other than for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes. For the purpose of this sub-clause, the decision of the Director as to what constitutes a free-standing purpose-designed building or buildings shall be final and binding on the Grantee.
 - B. Special Condition No. (54) of the Land Grant provides that no grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.
4. Facilities that are required to be constructed and provided for the Government, or for public use:
 - A. Temporary pedestrian walkway to be erected, constructed and provided by the Grantee on the ground level of the area coloured yellow and yellow stippled black annexed to the Land Grant ("the Yellow Area" and "the Yellow Stippled Black Area")
 - B. Covered pedestrian walkway (together with such stairs, ramps, lightings, etc.) to link up certain connection points; supports, connections and accesses to certain locations to be erected, constructed and provided by the Grantee within the lot.
 - C. Outstations together with facilities and associated equipment shall be provided and installed by the Grantee on the lot or any part thereof or within any buildings thereon for automatic meter reading for fresh water supplies.
5. The grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:
 - A. Special Condition No. (4) of the Land Grant provides that the Development is required to be completed and made fit for occupation on or before 30 September 2027.
 - B. General Condition No. 7 of the Land Grant provides that the Grantee shall throughout the tenancy: (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 in good and substantial repair and condition.
 - C. General Condition No. 9 of the Land Grant provides that if any private streets, roads and lanes which are required to be formed by the provisions of the Land Grant remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Grantee in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Grantee shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.
 - D. Special Condition No. (2) of the Land Grant provides that the Grantee acknowledges that as at the date of the Land Grant, there are some buildings and structures existing within the lot and the Yellow Area and the Yellow Stippled Black Area (which buildings and structures are collectively referred to as "the Existing Buildings and Structures"). The

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Grantee undertakes to demolish and remove at his own expense and in all respects to the satisfaction of the Director the Existing Buildings and Structures from the lot, the Yellow Area and the Yellow Stippled Black Area. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence of the Existing Buildings and Structures or subsequent demolition or removal of the Existing Buildings and Structures, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance. The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the presence of or subsequent demolition or removal of the Existing Buildings and Structures.

E. Special Condition No. (3) of the Land Grant provides that:

- (a) The Grantee shall on or before the 30th day of June, 2025 or such other date as may be approved by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Director erect, construct and provide on the ground level of the Yellow Area and the Yellow Stippled Black Area a temporary pedestrian walkway with a width of 6 metre ("the Temporary Pedestrian Walkway"). The Temporary Pedestrian Walkway shall be formed, serviced, landscaped, planted, treated and provided in such manner, with such materials, to such standards, levels, alignments and design and with such equipment, structures (including retaining structures) and facilities at the expense of the Grantee as the Director may require and in all respects to the satisfaction of the Director.
- (b) Except with the prior written consent of the Director, no building or structure or support for any building or structure or projection shall be erected, constructed or placed on, above, under or below the ground level of the Yellow Area and the Yellow Stippled Black Area except landscaping features and associated facilities.
- (c) The Grantee shall, upon completion of the works referred to in Special Condition No. (3)(a)(i), while he is in possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof and everything forming a portion of or pertaining to any of them in good and substantial repair and condition until such time as possession of the whole of the Yellow Area and the Yellow Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No. (3)(f)(iv).

- (d) In the event of non-fulfilment of the Grantee's obligations under Special Condition No. (2) and Special Condition No. (3)(a)(i) or (c), the Government may carry out the necessary works at the expense of the Grantee who shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
- (e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under Special Condition No. (2) and Special Condition No. (3)(a)(i) or (c) or the exercise of the rights by the Government under Special Condition no. 3(d), and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (f) (i) For the purpose only of carrying out the demolition and removal works referred to in Special Condition No. (2) and the works specified in Special Condition No. (3)(a)(i) and (c), the Grantee shall be granted:
 - (I) possession of the Yellow Area on the date of the Land Grant; and
 - (II) possession of the Yellow Stippled Black Area on a date to be specified in a letter from the Director to the Grantee, such date to be not later than the 31 December 2023.
- (ii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the deferred possession of the Yellow Stippled Black Area under Special Condition No. (3)(f)(i)(II), and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (iii) The Grantee shall accept the Yellow Area and the Yellow Stippled Black Area in such state and condition and with such trees, structures and foundations as existing on the date on which possession of the Yellow Area and the Yellow Stippled Black Area is given to the Grantee, and hereby agrees not to make any claims whatsoever against the Government in respect thereof.
- (iv) The Yellow Area and the Yellow Stippled Black Area or any part or parts thereof as the Director may at his sole discretion specify or require shall be re-delivered by the Grantee to the Government on demand on the date(s) as specified in a letter(s) from the Director to the Grantee. For the avoidance of doubt, the Government shall be under no obligation whatsoever to the Grantee to take up

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possession of the Yellow Area and the Yellow Stippled Black Area or any part(s) but may only do so as the Director at his absolute discretion deems fit.

- (g) The Grantee shall not without the prior written consent of the Director use the Yellow Area and the Yellow Stippled Black Area or any part(s) thereof for the purpose of storage or parking of vehicles or for the erection of any temporary structure or for any purposes other than for the carrying out of the demolition and removal works referred to in Special Condition No. (2), the works specified in Special Condition No. (3)(a)(i) and (c) and the use and enjoyment by members of the public pursuant to this Special Condition No. (3)(h).
- (h) Without prejudice to the generality of Special Condition No. (3)(c), the Grantee shall, upon completion of the works referred to in Special Condition No. (3)(a)(i), while he is in possession of the Yellow Area and the Yellow Stippled Black Area or any part(s) thereof, at his own expense and in all respects to the satisfaction of the Director, keep the Temporary Pedestrian Walkway open for the use and enjoyment by all members of the public at all times free of charge without any interruption until such time as possession of the whole of the Yellow Area and the Yellow Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No. (3)(f) (iv).
- (i) (i) The Grantee shall at all reasonable times while he is in possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof:
 - (I) permit the Government, the Director, the Director of Highways and their respective officers, contractors, agents, workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (2), Special Condition No. (3)(a)(i) and (c) and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (3)(d) and any other works which the Director or the Director of Highways may consider necessary in the Yellow Area and the Yellow Stippled Black Area or any part(s) thereof;
 - (II) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof as the Government, the Director or the relevant public utility

companies authorized by the Government may require for the purpose of any works to be carried out in, upon or under the Yellow Area and the Yellow Stippled Black Area or any part(s) thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Grantee shall co-operate fully with the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, and also with the relevant public utility companies authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area and the Yellow Stippled Black Area or any part(s) thereof or any adjoining land; and

- (III) permit the officers of the Water Authority and any persons authorized by them with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof, and for the purpose of these Conditions, "Water Authority" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation ("the Waterworks Ordinance").
- (ii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under Special Condition No. (3)(i)(i), the exercise by the Government, the Director and the Director of Highways or any of their officers, contractors, agents, workmen or any persons authorized by the Director or the Director of Highways, the relevant public utility companies, the officers of the Water Authority or any persons authorized by the relevant public utility companies or the officers of the Water Authority under Special Condition No. (3)(i)(i) of the rights conferred thereunder, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (j) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's

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obligations under Special Condition No.(2) or this Special Condition, the exercise of the rights by the Government under Special Condition No. (3)(d) or the exercise by the Government, the Director and the Director of Highways or any of their officers, contractors, agents, workmen or any persons authorized by the Director or the Director of Highways, the relevant public utility companies, the officers of the Water Authority or any persons authorized by the relevant public utility companies or the officers of the Water Authority under Special Condition No. (3)(i)(i) of the rights conferred thereunder.

F. Special Condition No. (9)(c) of the Land Grant provides that:

Subject to the Conditions of the Land Grant, upon development or redevelopment of the lot or any part thereof:

- (a) The Grantee shall at his own expense submit to the Director of Buildings ("the D of B") for his written approval a plan indicating such portion(s) of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained ("the Greenery Area"), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "the Greenery Submission"). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Grantee. The aforesaid submission as approved by the D of B is hereinafter referred to as "the Approved Greenery Submission";
- (b) the Grantee shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the D of B.

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

- (a) The Grantee shall on or before 31 December 2026 or such other date as may be approved by the Director at the Grantee's own expense and in all respects to the satisfaction of the Director erect, construct and provide:
 - (i) within the lot a covered pedestrian walkway (together with such stairs, ramps, lightings, lifts, escalators and such other facilities as the Director at his absolute discretion may require) on the ground level of the lot at the level of 18.4 metres

above the Hong Kong Principal Datum or such other level as may be required or approved by the Director, with a minimum clear internal width of 6 metres at such positions, in such manner and to such standards, alignments and designs as the Director shall require or approve so as to link up Connection A (as defined in Special Condition No. (10)(a)(ii)) with Connection B (as defined in Special Condition No. (10)(a)(iii)) in the shortest possible route ("the Pedestrian Walkway");

- (ii) supports and connections within the lot and the building or buildings erected or to be erected thereon between points C1 and C2 shown and marked on the plan annexed to the Land Grant or such other points as may be required or approved by the Director ("Connection A") to receive, connect and support an adjoining access constructed or to be constructed by the owner of that piece or parcel of ground known as Fanling Sheung Shui Town Lot No. 279 shown for identification purpose and marked "FSSTL 279" on the plan annexed to the Land Grant (which adjoining access is hereinafter referred to as "the Proposed Access") at Connection A and for this purpose, the Grantee shall reserve an opening with a minimum clear internal width of 8 metres and a minimum headroom of 2.6 metres at Connection A on the ground level of the lot with the underside of the opening at the level of 18.4 metres above the Hong Kong Principal Datum or at such other level as may be required or approved by the Director; and
- (iii) on the ground level of the lot and the building or buildings erected or to be erected thereon an opening with a minimum clear internal width of 8 metres and a minimum headroom of 2.6 metres between points A and C through point B shown and marked on the plan annexed to the Land Grant or such other points as may be required or approved by the Director, with the underside of the opening at the level of 18.4 metres above the Hong Kong Principal Datum or at such other level as may be required or approved by the Director ("Connection B") so as to connect the western part of the Town Plaza and the lot at Connection B.
- (b) Upon completion of the construction of the Pedestrian Walkway, Connection A and Connection B in accordance with Special Condition No. (10)(a), the Grantee shall throughout the term of the Land Grant permit all members of the public for all lawful purposes 24 hours a day freely and without any interruption and payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Pedestrian Walkway, Connection A and Connection B.
- (c) Upon completion of the construction of the Pedestrian Walkway, Connection A and Connection B in accordance with Special Condition No. (10)(a), the Grantee shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director upkeep, maintain, repair and manage the Pedestrian Walkway, Connection A and Connection B in good and substantial repair and condition.

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- (d) Throughout the term of the Land Grant, there is excepted and reserved to the Government and any other person(s) to whom such rights may be granted by the Government free of all costs and charges the right of support and the right to connect the Proposed Access at Connection A and the western part of the Town Plaza at Connection B.
- (e) (i) In the event of any redevelopment of the lot or any part thereof whereby the Pedestrian Walkway, Connection A and Connection B or any part or parts thereof is or are required to be removed or demolished, the Grantee shall if required by the Director, within such time limit as may be imposed by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Director, replace the same by such new pedestrian walkway, new supports and connections and new opening or part(s) thereof with such materials and of such design, specifications and standards and at such width, headroom, level, height and position as the Director may at his sole discretion approve or require.
(ii) In the event that any new pedestrian walkway, new supports and connections and new opening are required to be constructed under Special Condition No. (10)(g) (i), all references to "the Pedestrian Walkway", "Connection A" and "Connection B" in these Conditions shall be deemed to refer to the said new pedestrian walkway, new supports and connections and new opening.
- (f) In the event of non-fulfilment of the Grantee's obligations under Special Condition Nos. (10)(a), (c) or (g), the Government may carry out the works as referred to therein at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
- (g) The Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Government or the Director with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the term of the Land Grant and upon giving prior notice to the Grantee have the right of temporary occupation and the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part or parts thereof and any building(s) erected or to be erected thereon or any part or parts thereof for the purpose of constructing and connecting and thereafter inspecting, managing, maintaining, repairing, renewing and replacing the Proposed Access at Connection A and the western part of the Town Plaza at Connection B or any part or parts thereof, and the carrying out, inspecting, checking and supervising of the works under Special Condition Nos. (10)(a), (c), (g) and (h) and any other works which the Director may consider necessary for the Proposed Access at Connection A and the western part of the Town Plaza at Connection B.
- (h) The Government's lessees, tenants and licensees, the owners for the time being of the Proposed Access and the owners for the time being of the western part of the Town Plaza and their officers, contractors, agents, workmen and any persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the term of the Land Grant and upon giving prior notice to the Grantee have the right of temporary occupation and the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part(s) thereof and any building(s) erected or to be erected thereon or any part(s) thereof for the purpose of constructing and connecting and thereafter inspecting, managing, maintaining, repairing, renewing and replacing the Proposed Access at Connection A and the western part of the Town Plaza at Connection B or any part(s) thereof.
- (i) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under Special Condition Nos. (10)(a), (b), (c) and (g), the exercise of the rights by the Government under Special Condition Nos. (10)(f), (h) and (i), the exercise by the Government's lessees, tenants and licensees, the owners for the time being of the Proposed Access and the owners for the time being of the western part of the Town Plaza or any of their officers, contractors, agents, workmen or any persons authorized by any of them under Special Condition No. (10)(j) of the rights conferred thereunder, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (j) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under Special Condition Nos. (10) (a), (b), (c) and (g), the exercise of the rights by the Government under Special Condition Nos. (10)(f), (h) and (i) or the exercise by the Government's lessees, tenants and licensees, the owners for the time being of the Proposed Access and the owners for the time being of the western part of the Town Plaza or any of their officers, contractors, agents and workmen or any persons authorized by any of them under Special Condition No. (10)(j) of the rights conferred thereunder.
- (k) The Grantee hereby acknowledges and agrees that the Government in no way warrants that the Proposed Access and the western part of the Town Plaza will be constructed in the future and the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection therewith or incidental thereto if the Proposed Access or the western part

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of the Town Plaza or any part(s) thereof is not or are not constructed, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- H. Special Condition No. (13)(c) of the Land Grant provides that the Grantee shall at his own expense maintain the recreational facilities and facilities ancillary thereto within the lot which are exempted from the gross floor area calculation pursuant to the provisions of the Land Grant ("the Exempted Facilities") in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director. The Exempted Facilities shall only be used by the residents of the Development and their bona fide visitors and by no other persons.
- I. Special Condition No. (7) of the Land Grant provides that the Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain the keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- J. Special Condition Nos. 24(a)(i),(ii),(iii), (b)(i), (c)(i), (d)(i), (e) of the Land Grant provides that:
- (a) Spaces shall be provided within the blocks of residential units, detached, semi-detached or terraced house(s) to be provided within the lot to the satisfaction of the Commissioner for Transport (the "C for T") for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation according to a prescribed rate ("the Residential Parking Spaces").
 - (b) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation shall be provided according to a prescribed rate ("the Visitors' Parking Spaces").
 - (c) Spaces shall be provided within the building(s) erected or to be erected on the lot for office purpose to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation according to a prescribed rate ("the Office Parking Spaces").
 - (d) Spaces shall be provided within the building(s) erected or to be erected on the lot for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purpose to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation according to a prescribed rate ("the Non-Industrial Parking Spaces").
 - (e) Out of the Residential Parking Spaces, the Visitors' Parking Spaces, the Office Parking Spaces and the Non-Industrial Parking Spaces, the Grantee shall reserve and

designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation as the Building Authority may require or approve provided a certain provisions should be observed in reserving and designating the same ("the Parking Spaces for Disabled Persons").

- (f) Spaces shall be provided within the blocks of residential units to be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation according to a prescribed rate ("the Residential Motor Cycle Parking Spaces").
 - (g) A prescribed percentage of the total number of the Office Parking Spaces shall be provided for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation ("the Office Motor Cycle Parking Spaces").
 - (h) A prescribed percentage of the total number of the Non-Industrial Parking Spaces shall be provided for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation ("the Non-Industrial Motor Cycle Parking Spaces").
 - (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of bicycles according to a prescribed rate.
- K. Special Condition No. (25) of the Land Grant provides that spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles and as lay-bys for the picking up and setting down of passengers from motor vehicles according to a prescribed rate and such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the Development.
- L. Special Condition No. (27) of the Land Grant provides that:
- (a) The Grantee shall at all times throughout the term hereby agreed to be granted permit the C for T, the Government, their officers, contractors, agents, workmen and any persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Conditions Nos. (24), (25) and (26) of the Land Grant by the Grantee.

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- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any persons authorized by any of them of the rights conferred under Special Condition No. (27)(a), and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any persons authorized by any of them of the rights conferred under Special Condition No. (27)(a).

M. Special Condition No. (31) of the Land Grant provides that:

- (a) the Grantee shall at his own expense deposit with the Director and submit to the C for T plan(s) approved by the C for T indicating the layout of all the parking, loading and unloading spaces and lay-bys to be provided within the lot in accordance with Special Conditions Nos. (24) and (25) of the Land Grant, or a copy of such plan or plans certified by an authorized person ("the Car Park Layout Plans").
- (b) The Grantee shall maintain all parking, loading and unloading spaces, lay-bys and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.
- (c) The Grantee hereby:
 - (i) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and

- (ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under Special Condition No. (31)(e)(i).
- (d) For the purpose of Special Condition No. (31)(e), the Grantee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.
- (e) The Grantee hereby accepts and acknowledges that the consent given under Special Condition Nos. (31)(e) and (f) shall survive and continue to be binding on the Grantee after the expiry or sooner determination of the term of the Land Grant.
- (f) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under Special Condition Nos. (31)(a), (b), (c), (d) and (f); the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under Special Condition No. (31)(e); or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under Special Condition No. (31)(e)(i), and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (g) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under Special Condition Nos. (31)(a), (b), (c), (d) and (f); the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any persons authorized by any of them of the discretion and rights conferred under Special Condition No. (31)(e); or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under Special Condition No. (31)(e)(i).

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N. Special Condition No. (33) of the Land Grant provides that:

- (a) where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under the provisions of the Land Grant, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term of the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government, from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.
- (c) The Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls or other support, protection and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

O. Special Condition No. (35) of the Land Grant provides that where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring

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

P. Special Condition No. (36) of the Land Grant provides that:

- (a) In the event of earth, spoil, debris, construction waste or building materials ("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 ("the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) The Director may (but is not obliged to), at the request of the Grantee, remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.

Q. Special Condition No. (38) of the Land Grant provides that a fresh water supply from Government mains will be given. The Grantee accepts that there may be delay in the provision of such supply.

R. Special Condition No. (39) of the Land Grant provides that subject to there being in existence in future Government mains which in the opinion of the Water Authority are suitable for connection to the lot and subject to the delay of fresh water supply from Government mains referred to in Special Condition No. (38) of the Land Grant, consent to use temporary mains fresh water for flushing shall be given, provided that the Grantee will be required to install at his own expense plumbing suitable for the use of salt water or treated effluent and to accept salt water or treated effluent supply if available in future as and when directed by the Water Authority.

S. Special Condition No. (42) of the Land Grant provides that:-

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

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directly or indirectly out of or in connection with any damage or nuisance caused by such storm-water or rain-water.

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

T. Special Condition No. (43) of the Land Grant provides that:

- (a) The Grantee expressly acknowledges and accepts that the lot may be contaminated with contaminants including but not limited to arsenic.
- (b) The Grantee shall take or cause to be taken such action as shall be necessary to avoid soil and groundwater contamination to the lot and any adjacent or adjoining Government land or any part thereof or any building or structure thereon (whether on, above or below the ground level) arising out of the development, redevelopment or use of the lot or otherwise and shall at his own expense carry out all necessary works ("the Preventive Works") to prevent such soil and groundwater contamination occurring.
- (c) The Grantee shall carry out at the Grantee's own expense and in all respects to the satisfaction of the Director of Environmental Protection and the Director of Civil Engineering and Development a soil and groundwater contamination assessment ("the Contamination Assessment") in respect of the lot and any adjacent or adjoining Government land and any building or structure thereon (whether on, above or below the ground level) and thereafter submit a report on the Contamination Assessment to the Director of Environmental Protection and the Director of Civil Engineering and Development within six calendar months from the date of the Land Grant or such other period as may be approved by the Director. Upon demand in writing by the Director, the Grantee shall at the Grantee's own expense and in all respects to the satisfaction of the Director of Environmental Protection and the Director of Civil Engineering and Development carry out in such manner and within such time limit as the Director shall specify such decontamination or other works as shall be required by

the Director ("the Decontamination Works") in respect of the lot and any adjacent or adjoining Government land and any building or structure thereon (whether on, above or below the ground level).

- (d) If the Grantee shall in any respect neglect or fail to carry out the Preventive Works, the Contamination Assessment or the Decontamination Works ("the Preventive and Decontamination Works") in accordance with Special Condition Nos. (43)(b) and (c):
 - (i) the Director may at his sole discretion execute and carry out the Preventive and Decontamination Works and the Grantee shall on demand pay the Director the cost thereof as shall be certified by the Director on a full indemnity basis, such sum to be determined by the Director whose determination shall be final and binding on the Grantee; or
 - (ii) the Grantee shall on demand pay to the Director in one lump sum an amount equal to the estimated cost of carrying out the Preventive and Decontamination Works which estimated cost shall be determined by the Director of Environmental Protection and the Director of Civil Engineering and Development at their absolute discretion. In the event of the said lump sum payment being insufficient to cover the cost of carrying out the Preventive and Decontamination Works whether by the Director or by any person entrusted with the Preventive and Decontamination Works, the Grantee shall on demand pay the shortfall to the Director on a full recovery basis, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
- (e) For the purpose of carrying out the Preventive and Decontamination Works under Special Condition No. (43)(d)(i), the Grantee shall at all reasonable times permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part thereof and any building or structure thereon.
- (f) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under Special Condition No.(43), the exercise by the Government, the Director or his officers, contractors, agents, workmen or any persons authorized under Special Condition No. 43(e) of the rights conferred thereunder, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (g) The Grantee shall indemnify and keep indemnified the Government from and against

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all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under Special Condition No. (43) or the exercise by the Government, the Director or his officers, contractors, agents, workmen or any persons authorized under Special Condition No. 43(e) of the rights conferred thereunder.

U. Special Condition No. (44) of the Land Grant provides that:

- (a) The Grantee shall within six calendar months from the date of the Land Grant or such other period as may be approved by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his approval in writing a noise impact assessment ("the NIA") on and associated with 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 and as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works ("the Noise Mitigation Measures").
- (b) The Grantee 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 contained in the NIA as approved by the Director ("the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director.
- (c) The Grantee hereby expressly acknowledges and agrees that the Grantee shall have the sole responsibility to carry out and implement at his own expense the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under this Special Condition.

V. Special Condition No. (45) of the Land Grant provides that:

In the event that the Approved Noise Mitigation Measures comprise the erection or construction of noise barrier(s) on the lot with projection extending beyond the boundary

of the lot and over and above any adjoining Government land ("the Noise Barrier"), the following conditions shall apply:

- (a) the Grantee shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, 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(s) thereof except with the prior written approval of the Director;
- (d) the Grantee shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director, and if temporary road closure or traffic diversion shall be required for carrying out any works under this Special Condition, written agreement of the C for T on the temporary traffic management and arrangement shall have been obtained before commencement of any works;
- (e) the Noise Barrier shall not be used for any purpose other than as noise barrier, and except with the prior written consent of the Director, the Grantee shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever;
- (f) subject to the prior written approval of the Director, the Grantee and his contractors, agents, workmen and any persons authorized by the Grantee shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any works under this Special Condition in relation to the part(s) of the Noise Barrier projecting over the Government land;
- (g) the Grantee shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, presence, inspection, repair, maintenance, cleaning, renewal, alteration, replacement, use, demolition or removal of the Noise Barrier or any part(s) thereof or the addition or attachment to the Noise Barrier or any part(s) thereof;

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- (h) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Grantee a written notice requiring the Grantee to demolish and remove any part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Grantee shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (i) in the event of the non-fulfilment of the Grantee's obligations under this Special Condition, the Director may carry out the necessary works and the Grantee shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding on the Grantee;
- (j) the Grantee shall at all times permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking and supervising any works to be carried out in accordance with Special Condition Nos. (45)(a), (d) and (h) of the Land Grant and carrying out any works in accordance with Special Condition No. (45)(i) of the Land Grant or any other works which the Director may consider necessary;
- (k) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under this Special Condition, the exercise by the Director of the right of entry under Special Condition No. (45)(j) of the Land Grant or the carrying out of any works under Special Condition No. (45)(i) of the Land Grant or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance; and
- (l) the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the fulfilment or non-fulfilment of the Grantee's obligations under this Special Condition, the exercise by the Director of the right of entry under Special Condition No. (45)(j) of the Land Grant or the carrying out of any works under Special Condition No. (45)(i) of the Land Grant.

W. Special Condition No. (46) of the Land Grant provides that:

- (a) The Grantee shall within six calendar months from the date of the Land Grant or such other period as may be approved by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (the "SIA") on and associated with the development of the lot containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impacts on and as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.
- (b) The Grantee shall at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection under Special Condition No. (46)(a) of the Land Grant ("the Approved SIA Mitigation Measures") in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services.
- (c) The Grantee hereby expressly acknowledges and agrees that the Grantee shall have the sole responsibility to carry out and implement at his own expense the Approved SIA Mitigation Measures in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under this Special Condition.

X. Special Condition No. (47) of the Land Grant provides that:

- (a) The Grantee shall within six calendar months from the date of the Land Grant or such other period as may be approved by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Director of Drainage Services submit or cause to be submitted to the Director of Drainage Services for his approval in writing a drainage impact assessment ("DIA") on and associated with the development of

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the lot containing, among others, such information and particulars as the Director of Drainage Services may require including but not limited to all adverse drainage impacts on and as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.

- (b) The Grantee shall at his own expense and within such time limit as may be stipulated by the Director of Drainage Services carry out and implement the recommendations contained in the DIA as approved by the Director of Drainage Services under Special Condition No. (47)(a) of the Land Grant ("the Approved DIA Measures") in all respects to the satisfaction of the Director of Drainage Services.
- (c) The Grantee hereby expressly acknowledges and agrees that the Grantee shall have the sole responsibility to carry out and implement at his own expense the Approved DIA Measures in all respects to the satisfaction of the Director of Drainage Services. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under this Special Condition.

Y. Special Condition No. (48) of the Land Grant provides that:

- (a) The Grantee acknowledges that as at the date of the Land Grant, the construction of the district cooling system referred to in Special Condition No. (48)(b) has not commenced. The Government gives no warranty or guarantee as to when the construction of the district cooling system will be completed. The Grantee also acknowledges that there may be some planned district cooling system pipework and cable ducting running adjacent to the lot ("the Pipes and Cables"). The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to any delay in the completion of the construction of the district cooling system by the Government, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (b) The Grantee shall on or before 30 September 2027 or such other date as may be approved by the Director, at the Grantee's own expense design, erect, construct and

provide at such locations, in such manner, to such standards and in all respects to the satisfaction of the Director of Electrical and Mechanical Services:

- (i) floor spaces within the Non-industrial Portion as shall be proposed by the Grantee and approved by the Director of Electrical and Mechanical Services, with such dimensions which in the opinion of the Director of Electrical and Mechanical Services (whose opinion shall be final and binding on the Grantee) is sufficient for the supply of district cooling services as may be specified by the Director of Electrical and Mechanical Services together with such wirings and facilities as may be required or approved by the Director of Electrical and Mechanical Services to cater for all air conditioned area of the Non-industrial Portion; and
- (ii) trenches (including but not limited to the excavation and backfilling for such trenches) to connect the floor spaces referred to in Special Condition No. (48)(b)(i) to the district cooling system as may be specified by the Director of Electrical and Mechanical Services

for the purposes of accommodating and installing district cooling services equipment to receive the chilled water supplied by a district cooling system as may be specified by the Director of Electrical and Mechanical Services ("the Substation", which shall mean such floor spaces and all the aforesaid wirings, facilities and trenches to be provided in accordance with this Special Condition, the "District Cooling Services Supply Conditions" and "Technical Guidelines for Connection to District Cooling System" both issued by the Electrical and Mechanical Services Department in relation to the provision of the Substation including but not limited to the compliance with the requirements for submission of the detailed layouts of the Substation laid down therein in which the expressions "the consumer" and "the approved consumer" referred to therein shall be regarded as the Grantee under this Special Condition) for operating the Grantee's central air-conditioning system within the Non-industrial Portion and shall thereafter at his own expense maintain the Substation in good and substantial repair and condition in all respects to the satisfaction of the Director of Electrical and Mechanical Services.

- (c) In the event of non-fulfilment of any of the Grantee's obligations under Special Condition No. (48)(b), the Director of Electrical and Mechanical Services may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director of Electrical and Mechanical Services whose determination shall be final and binding on the Grantee.
- (d) The Grantee shall, at all times throughout the term of the Land Grant, permit the Director of Electrical and Mechanical Services and his officers, contractors, agents, workmen and any persons authorized by the Director of Electrical and Mechanical Services with or without tools, equipment, plant, machinery or motor vehicles the right

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of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part(s) thereof and any building(s) erected or to be erected thereon for the purposes of:

- (i) inspecting and checking any works to be carried out in accordance with Special Condition No. (48)(b);
 - (ii) carrying out any works in accordance with Special Condition No. (48)(e); and
 - (iii) any other works in relation to the district cooling system as referred to in Special Condition No. (48)(b) which the Director of Electrical and Mechanical Services may consider necessary.
- (e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under Special Condition No. (48)(b), the exercise by the Director of Electrical and Mechanical Services of the rights conferred under Special Condition No. (48)(e), or the exercise by the Director of Electrical and Mechanical Services or his officers, contractors, agents, workmen or any persons authorized by the Director of Electrical and Mechanical Services of the rights conferred under Special Condition No. (48)(f), and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (f) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under Special Condition No. (48)(b), the exercise by the Director of Electrical and Mechanical Services of the rights conferred under Special Condition No. (48)(e), the exercise by the Director of Electrical and Mechanical Services or his officers, contractors, agents, workmen or any persons authorized by the Director of Electrical and Mechanical Services of the rights conferred under Special Condition No. (48)(f), or any demolition, damage to or any interference with the Pipes and Cables by the Grantee, his employees, contractors, agents, workmen and any persons authorized by the Grantee.
- Z. Special Condition No. (49) of the Land Grant provides that:
- (a) The Grantee shall on or before 30 September 2027 or such other date as may be approved by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water

Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in Special Condition No. (49)(b) and the Waterworks Ordinance.

- (b) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations ("the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:
- (i) a layout plan showing the locations of the AMR Outstations;
 - (ii) details of the design, layout and equipment for building up the AMR Outstations; and
 - (iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.
- (c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under Special Condition No. (49)(b). The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under Special Condition No. (49)(b) are referred to as "the Approved AMR Outstations".
- (d) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with Special Condition No. (49)(g).
- (e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee), there are structures, objects or materials erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation,

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maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.

- (f) In the event of non-fulfilment of the Grantee's obligations under Special Condition No. (49)(a), (d) or (e), the Water Authority may carry out the necessary works at the cost of the Grantee who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Grantee.
- (g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Grantee on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (h) The Grantee shall at all times throughout the term of the Land Grant permit the Water Authority, 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 free of charge to, from and through the lot or any part thereof and any building(s) erected or to be erected thereon for the purposes of:
 - (i) inspecting, checking and supervising any works required to be carried out by the Grantee under Special Condition Nos. (49)(a), (d) and (e);
 - (ii) carrying out any works under Special Condition No. (49)(f); and
 - (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with Special Condition No. (49)(g) and any other works which the Water Authority may consider necessary.
- (i) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under Special Condition Nos. (49)(a), (d) and (e) or the exercise of any of the rights under

Special Condition Nos. (49)(f) and (h), and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (j) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under Special Condition Nos. (49)(f) and (h).

AA. Special Condition No. (50) of the Land Grant provides that:

- (a) (i) The Grantee shall on or before 30 June 2025 or such other date as may be approved by the Director at the Grantee's own expense:
 - (I) submit or cause to be submitted to the Director of Planning and the Director of Civil Engineering and Development for their approval in writing such plan containing such information on the location, layout, extent, routing (as appropriate) and other information of the Temporary Pedestrian Walkway as may be required or specified by the Director of Planning and the Director of Civil Engineering and Development at their sole and absolute discretion (which plan approved by the Director of Planning and the Director of Civil Engineering and Development is hereinafter referred to as "the Approved Public Facility Layout Plan of the Temporary Pedestrian Walkway"); and
 - (II) deposit or cause to be deposited the Approved Public Facility Layout Plan of the Temporary Pedestrian Walkway or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance) with the Director of Planning, the Director of Civil Engineering and Development and the Director respectively.
- (ii) The Grantee shall on or before 31 December 2026 or such other date as may be approved by the Director at the Grantee's own expense:
 - (I) submit or cause to be submitted to the Director of Planning and the Director of Civil Engineering and Development for their approval in writing such plan containing such information on the location, layout, extent, routing (as appropriate) and other information of the Pedestrian Walkway, Connection A and Connection B individually or collectively as may be required or specified by the Director of Planning and the Director of Civil Engineering and Development at their sole and absolute discretion (which plan approved by the Director of Planning and the Director of Civil Engineering and Development is hereinafter referred to as "the Approved Public Facility

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Layout Plan of the Pedestrian Walkway, Connection A and Connection B"); and

- (II) deposit or cause to be deposited the Approved Public Facility Layout Plan of the Pedestrian Walkway, Connection A and Connection B or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance) with the Director of Planning, the Director of Civil Engineering and Development and the Director respectively.
- (iii) For the purpose of this Special Condition, the Temporary Pedestrian Walkway, the Pedestrian Walkway, Connection A and Connection B are hereinafter collectively referred to as "the Public Facilities" and the Approved Public Facility Layout Plan of the Temporary Pedestrian Walkway and the Approved Public Facility Layout Plan of the Pedestrian Walkway, Connection A and Connection B are hereinafter collectively referred to as "the Approved Public Facilities Layout Plans". The expression "Public Facilities" shall exclude the Temporary Pedestrian Walkway in the event that the possession of the whole of the Yellow Area and the Yellow Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No. (3)(f)(iv) of the Land Grant.
- (iv) No amendment, variation, alteration, modification or substitution of the Approved Public Facilities Layout Plans shall be made without the prior written approval of the Director of Planning and the Director of Civil Engineering and Development who may in granting such approval impose such terms and conditions as they see fit.
- (b) The Grantee shall from the date of an occupation permit or a temporary occupation permit issued by the Building Authority under the Buildings Ordinance covering the building or buildings erected on the lot or that part(s) of the building(s) which the respective Public Facilities relate or such other date as may be specified by the Director at his sole and absolute discretion, and thereafter throughout the term agreed to be granted under the Land Grant or such other period as may be approved by the Director at the Grantee's own expense display and maintain in such scale, dimensions and design within the lot or any building(s) or structure(s) erected or to be erected on the lot or any part thereof or outside the lot at such location or locations as may be required from time to time by and in all respects to the satisfaction of the Director of Planning and the Director of Civil Engineering and Development:
 - (i) copy of the Approved Public Facilities Layout Plans; and
 - (ii) notices or signage for the purposes of indicating the location or locations, routing, entrances and exits (as appropriate) and such other information of the Public Facilities as may be required or specified by the Director of Planning and the Director of Civil Engineering and Development.

- (c) The Grantee shall at all reasonable times throughout the term agreed to be granted under the Land Grant permit the Director of Planning, the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents and any persons authorized by any of them, with or, without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to Special Condition No. (50)(b) by the Grantee.
- (d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations Special Condition Nos. (50)(a), (b), (c)(i) and (c)(iii); the exercise by the Director of Planning, the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents or any persons authorized by any of them of the discretion and rights conferred under Special Condition Nos. (50)(c) and (d); or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government department or third party as provided under Special Condition No. (50)(c)(ii), and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under Special Condition Nos. (50)(a), (b), (c)(i) and (c)(iii); the exercise by the Director of Planning, the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents or any persons authorized by any of them of the discretion and rights conferred under Special Condition Nos. (50)(c) and (d); or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government department or third party as provided under Special Condition No. (50)(c)(ii).

BB. Special Condition No. (51) of the Land Grant provides that:

- (a) Prior to the commencement of any works whatsoever on the lot, the Yellow Area and the Yellow Stippled Black Area including but not limited to site investigation works, piling or other foundation works and other civil engineering and building works, the Grantee shall consult the MTR Corporation Limited ("the Corporation") so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the railway as defined

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under section 2 of the Mass Transit Railway Ordinance and any extension thereto ("the Railway") (as to which the decision of the Director shall be conclusive) and if required by the Director the Grantee shall, at his own expense, take such precautions as may be required by the Corporation to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railway.

- (b) The Grantee shall at his own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part(s) of the building(s) connected or in close proximity to the Railway.

6. Lease conditions that are onerous to a purchaser:

- A. Special Condition No. (6) of the Land Grant provides that no tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

- B. Special Condition No. (19)(d) of the Land Grant provides that:

Prior to the mortgage or charge of the Non-industrial Portion as a whole under Special Condition No. 19(b), the assignment, mortgage or charge of the Non-industrial Portion as a whole under Special Condition No. 19(c)(i) or the underletting of the Non-industrial Portion or any part thereof under Special Condition No. (c)(ii), the Grantee:

- (i) shall at the Grantee's own expense delineate in a manner acceptable to the Director the Non-industrial Portion and shall not alter the agreed delineation without the prior written approval of the Director;
- (ii) shall at the Grantee's own expense submit to the Director for his written approval a deed poll setting out the number of undivided shares in the whole of the lot to be allocated to the Non-industrial Portion, having regard to the proportion which the gross floor area of the Non-industrial Portion shall bear to the gross floor area of all the buildings erected or to be erected on the lot ("the Approved Deed Poll"), and no amendment, variation, alteration, modification or substitution to the Approved Deed Poll shall be made by the Grantee except with the prior written approval of the Director who in giving approval may impose such terms and conditions as he thinks fit; and
- (iii) shall adhere to the Approved Deed Poll in the Deed of Mutual Covenant and in all dealings and transactions of the undivided shares of and in the lot and the Grantee shall not enter into any deeds or instruments which shall have the effect of amending,

varying, altering, modifying or substituting the Approved Deed Poll without the prior written approval of the Director.

- C. Special Condition Nos. (24)(a)(iv), (b)(iii), (c)(ii), (d)(ii) and (e) of the Land Grant provide that:

- (a) The Residential Parking Spaces and the Visitors' Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

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

- (c) 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 in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty service.

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

- (e) The spaces for the parking of bicycles shall not be used for any purpose other than for the parking of bicycles.

- D. Special Condition No. (29) of the Land Grant provides that:

The Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be

- (a) assigned except:

- (i) together with a residential unit in the Development; or

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- (ii) to a person who is already the owner of a residential unit in the Development; or
- (b) underlet except to residents of the residential units in the Development

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 Development.

E. Special Condition No. (37) of the Land Grant provides that:

The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work ("the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Yellow Area, the Yellow Stippled Black Area or any part or parts of any of them ("the Services"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Yellow Area, the Yellow Stippled Black Area or any part or parts of any one or more of them or any of the Services in any manner arising out of the Works (except for nullah sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Yellow Area, the Yellow Stippled Black Area or any part or parts of any one or more of them or any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

F. General Condition No. 11 of the Land Grant provides that:

Upon any failure or neglect by the Grantee to perform, observe or comply with the provisions of the Land Grant the Government shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and

works on the lot or any part thereof. Upon re-entry: (a) the Grantee's right on the part of the lot re-entered shall absolutely cease and determine; and (b) the Grantee shall not be entitled to any refund of premium, payment or compensation in respect of the value of the lot or the buildings thereon or any amount expended by the Grantee in the preparation, formation or development of the lot.

G. See 5 above.

Note:

1. The expression "Grantee" as mentioned in this section means the purchaser under the Land Grant and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.
2. The expression "lot" as mentioned in this section means the lot granted in the Land Grant (i.e. the land).

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1. 期數所位於的土地的地段編號：
粉嶺上水市地段第278號
2. 有關租契規定的年期：
由2021年8月25日起計50年
3. 適用於該土地的用途限制：
 - A. 批地文件特別條款第(5)條規定：
 - (a) 該地段或其任何部分或已或將建立於該地段之任何建築物或其任何部分除作非工業用途(不包括貨倉、酒店及加油站)外，概不可作任何其他用途。
 - (b) 除特別條款第(5)(d)分條所述建築物外，已或將建立於該地段之任何建築物或其任何部分除作以下用途外，概不可作任何其他用途：
 - (i) 受制於本文特別條款第(8)(c)(ii)分條之規定，最低的兩層樓層(不包括任何地庫層(如已建立))可用作非工業用途(不包括貨倉、酒店及加油站)，為免存疑，不論其大小或樓面面積，就本特別條款而言均應算作一層樓層，且任何地庫層的使用應進一步受到特別條款第(5)(b)(iii)分條的規定限制；
 - (ii) 就特別條款第(5)(b)(i)分條所述最低兩層以上的其餘樓層而言(如地庫層數超過兩層，則不包括最低兩層以上的任何地庫層(如已建立))，作私人住宅用途；及
 - (iii) 任何地庫層(如已建立)，不論是最低兩層樓層中的一層，還是最低兩層樓層以上的地庫層，作任何非工業用途(不包括住宅、倉庫、酒店及加油站)。
 - (c) 任何已或將建立於該地段的特別設計的獨立建築物(包括任何地庫層(如已建立))除作非工業用途(不包括住宅、倉庫、酒店及加油站)，概不可作任何其他用途。於本子條款而言，署長對於甚麼構成特別設計的獨立建築物之決定應為最終並對承授人有約束力。
 - B. 批地文件特別條款第(54)條規定該地段內不得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遺體或動物遺骸，不論置於陶泥金塔或骨灰盅或以其他方式安葬或放置等亦然。
4. 按規定須興建並提供予政府或供公眾使用的設施：
 - A. 須由承授人在批地文件所夾附圖則以黃色及黃色加黑點顯示的範圍的地面(「黃色範圍」及「黃色加黑點範圍」)豎立、興建及提供的臨時行人路。
 - B. 須由承授人在該地段豎立、興建及提供有蓋行人路(連同樓梯、斜路、照明裝置等)以連接若干接駁位；連同支撐物、連接設施及通道以連接至若干位置。
 - C. 承授人須在該地段或其任何部分或其上任何建築物內提供及安裝外站連同設施及相關設備，以供淡水供應自動讀錶之用。
5. 有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任：
 - A. 批地文件特別條款第(4)條規定發展項目須於2027年9月30日或之前建成至適宜佔用。
 - B. 批地文件一般條款第7條規定承授人須於批租年期內：
 - (i) 按經批准之設計和規劃及經批准之建築圖則保養所有建築物，不得作出變更或改動；及
 - (ii) 保養所有建築物至良好和修繕妥當的狀態。
 - C. 批地文件一般條款第9條規定如任何批地文件條款訂明需要拓建的私家街、道路及後巷仍屬於批地文件協定批授的範圍，承授人應自費在該處提供照明、路面、路緣石、排水渠、渠道及進行保養工程，致使署長在各方面滿意。署長可基於公眾利益按需要在該處執行或達致執行路燈安裝及維修工程，承授人須承擔路燈安裝工程的資本開支，並且允許工人和車輛自由進出該土地範圍，以便安裝及維修路燈。
 - D. 批地文件特別條款第(2)條規定承授人確認於批地文件之日，在該地段、黃色範圍及黃色加黑點範圍內建有建築物及結構物(下統稱「現存建築物及結構物」)。承授人承諾會自費拆卸和拆除在該地段、黃色範圍及黃色加黑點範圍內的現存建築物及結構物，致使署長在各方面滿意。就任何對承授人或任何其他人士造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因現存建築物及結構物之存在或隨後拆卸和拆除而直接或間接引起或附帶的，政府概不承擔任何責任或義務，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。承授人須就直接或間接因現存建築物及結構物之存在或隨後拆卸和拆除而引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動及其他程序彌償政府及使其維持獲彌償。
 - E. 批地文件特別條款第(3)條規定：
 - (a) 承授人須於2025年6月30日或之前或經署長批准的其他期限內，自費於黃色範圍及黃色加黑點範圍地面豎立、興建及提供寬度為6米的臨時行人路，致使署長在各方面滿意(「臨時行人路」)。承授人須按署長規定進行構建、保養、園景美化、植披、處理並提供臨時行人路，使用符合該等標準、水平、走線及設計的該等材料、設備、構築物(包括護土構築物)及設施，致使署長在各方面滿意。
 - (b) 除非獲署長事先書面同意，不得在黃色範圍及黃色加黑點範圍的地面上、之上、下或地面之下豎立、興建或放置任何建築物或構築物或任何建築物或構築物的支撐物或突出物，但景觀美化設施和相關設施除外。
 - (c) 承授人須於特別條款第(3)(a)(i)分條所述工程完成後，在管有黃色範圍及黃色加黑點範圍或其任何部分期間，自費保養、管理、維修和維護黃色範圍及黃色加黑點範圍或其任何部分及附屬或從屬於該範圍的所有結構，以保持其於良好和修繕妥當的狀態，致使署長在各方面滿意，直至黃色範圍及黃色加黑點範圍的管有權按照特別條款第(3)(f)(iv)分條定交還政府為止。
 - (d) 若承授人未能履行特別條款第(2)條及特別條款第(3)(a)(i)或(c)分條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
 - (e) 就任何對承授人或任何其他人士造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行或未能履行特別條款第(2)條及特別條款第(3)(a)(i)或(c)分條之

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責任或政府行使特別條款第(3)(d)分條的權利而直接或間接引起或附帶的，政府概不承擔任何義務或責任，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。

- (f) (i) 僅為進行特別條款第(2)條及特別條款第(3)(a)(i)和(c)分條所述拆卸和拆除工程，承授人將獲授予：
- (I) 於批地文件之日，管有黃色範圍；及
- (II) 於署長發函指定的日期，該日期不得遲於2023年12月31日，管有黃色加黑點範圍。
- (ii) 就任何對承授人或任何其他人所造成或承授人或任何其他入蒙受的損失、損壞、滋擾或干擾，不論是否因特別條款第(3)(f)(i)(II)分條之延遲管有黃色加黑點範圍而直接或間接引起或附帶的，政府概不承擔任何義務或責任，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (iii) 承授人須按黃色範圍及黃色加黑點範圍在交付予承授人管有當日的現狀及情況，連同其上現有的樹木、構築物及地基接收該等範圍，並特此同意不就此向政府提出任何申索。
- (iv) 承授人須在署長(按其全權酌情指明或要求)發函指定的日期將黃色範圍及黃色加黑點範圍或其任何部分交還政府。為免存疑，政府並無責任收回黃色範圍及黃色加黑點範圍或其任何部分之管有權，惟署長可按其絕對酌情權認為合適時方執行。
- (g) 如非事前獲署長書面同意，承人不得使用黃色範圍及黃色加黑點範圍或其任何部分作儲物或汽車停泊用途或在該處搭建任何臨時構築物或作任何用途，為進行特別條款第(2)條所述拆卸和拆除工程及特別條款第(3)(a)(i)和(c)分條所述工程，及按特別條款第(3)(h)條所述給予公眾使用及享用除外。
- (h) 茲毋損特別條款第(3)(c)分條之規定，承授人須於特別條款第(3)(a)(i)分條所述工程完成後，在其管有黃色範圍及黃色加黑點範圍或其任何部分期間，自費時刻保持臨時行人路開放給予公眾使用及享用、免費及暢通無阻地通行，致使署長在各方面滿意，直至黃色範圍及黃色加黑點範圍的管有權按照特別條款第(3)(f)(iv)分條規定交還政府為止。
- (i) (i) 承授人在管有黃色範圍及黃色加黑點範圍的所有合理時間內須：
- (I) 允許政府、署長、路政署署長、其官員、承建商、代理、工人及任何獲署長授權人士，不論是否備有工具、設備、裝置、機械或汽車的情況下自由及不受限制免費進出、往返及穿越該地段、黃色範圍及黃色加黑點範圍或其任何部分，以便視察、檢查及監督任何須按特別條款第(2)條及特別條款第(3)(a)(i)及(c)分條進行的工程，及進行、視察、檢查及監督根據特別條款第(3)(d)分條進行的工程及任何其他署長或路政署署長認為有需要在黃色範圍及黃色加黑點範圍或其任何部分內進行的工程；
- (II) 允許政府、署長及其官員、承建商、代理、工人及任何獲署長授權人士及獲政府授權的相關公用事業公司可因應政府、署長或相關公用事業公司之要求，不論是否備有工具、設備、裝置、機械或汽車的情況下自由及不受限制免費進出、往返及穿越該地段、黃色範圍及黃色加黑點範圍或其任何部分，以進行其在黃色範圍

及黃色加黑點範圍或其任何部分或任何毗連土地之內、之上或之下任何工程，包括但不限於鋪設及於其後保養所有向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體(如有)及其他服務所需管道、電線、導管、電纜管道及其他傳導媒體及附屬設備。承授人須就有關任何上述於黃色範圍及黃色加黑點範圍或其任何部分內或任何毗連土地進行的工程之所有事宜與政府、署長及其官員、承建商、代理、工人及任何獲署長授權人士及政府正式授權的相關公用事業公司通力合作；及

(III) 允許水務監督之官員及其他獲其授權之人士可因應其要求，不論是否備有工具、設備、裝置、機械或汽車的情況下自由及不受限制免費進出、往返及穿越該地段、黃色範圍及黃色間黑斜線範圍或其任何部分，以進行任何與黃色範圍及黃色加黑點範圍或其任何部分內之任何其他水務設施之操作、保養、維修、更換及改動有關之工程。就這些條款而言，「水務監督」根據《水務設施條例》、其任何附屬規例及任何修訂法例定義。

(ii) 就任何對承授人或任何其他人所造成或承授人或任何其他入蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行或未能履行特別條款第(3)(i)(I)分條之責任或政府、署長、路政署署長或其任何的官員、承建商、代理、工人或任何獲署長或路政署署長授權人士、相關公用事業公司或水務監督之官員及其他獲相關公用事業公司或水務監督之官員授權之人士行使特別條款第3(i)(i)分條之權利，而直接或間接引起或附帶的，政府概不承擔任何義務或責任；承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。

(j) 承授人須就其履行或未能履行特別條款第(2)條之責任，或政府行使特別條款第(3)(d)分條的權利或政府、署長、路政署署長或其任何的官員、承建商、代理、工人及任何獲署長或路政署署長授權人士、獲政府授權的相關公用事業公司或水務監督之官員及其他獲相關公用事業公司或水務監督之官員授權之人士行使特別條款第3(i)(i)分條之權利，而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府，並使其維持獲彌償。

F. 批地文件特別條款第(9)(c)分條規定：

受制於批地文件各項條款，如該地段或其任何部分進行發展或重建：

- (a) 承授人應自費將一圖則提交屋宇署署長(「屋宇署署長」)以獲得其書面批准，該圖則顯示將於其中或其內提供和保養綠化(包括但不限於提供帶土基的活體植物)的該地段或在該地段之已或將建立的建築物之一部分或多於一部分(「綠化範圍」)、綠化範圍的佈局和大小以及屋宇署署長可全權酌情要求或指定的其他資訊(包括但不限於綠化範圍建築工程的位置和詳情)(該項連圖則之提交以下簡稱「該項綠化提交」)。屋宇署署長就關於何者構成該項綠化提交下之綠化提供及該地段或在該地段之已或將建立的建築物之何一部分或何等部分構成綠化範圍的決定是最終決定，對承授人具有約束力。(上述獲屋宇署署長批准的提交以下簡稱「核准綠化提交」)；
- (b) 承授人應根據核准綠化提交自費進行並完成綠化範圍的建築工程及於之後保養綠化範圍，致使屋宇署署長在各方面滿意。未經屋宇署署長的事先書面批准，不得對核准綠化提交或顯示綠化範圍的圖則進行任何修改、變更、更改、改動或替代。

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G. 批地文件特別條款第(10)條規定：

- (a) 承授人須於2026年12月31日或之前或經署長批准的其他期限內，自費致使署長在各方面滿意豎立、興建及提供：
- (i) 位於該地段地面的有蓋行人路（連同樓梯、斜路、照明裝置、升降機、自動扶梯及其他署長按其絕對酌情權認為有必要的設施），為香港主水平基準以上18.4米或其他署長全權酌情規定或批准的水平，內淨闊度最少為6米，按照署長規定或批准的標準、走線和設計，以最短可行路徑連接接駁位A（根據特別條款第(10)(a)(ii)條定義）和接駁位B（根據特別條款第(10)(a)(iii)條定義）（「行人路」）；
- (ii) 位於該地段以及於批地文件所附圖則上所示及標示的C1及C2點之間或署長所規定或批准的其他點上已或將建的建築物的支撐物和接駁位（「接駁位A」），以接收、連接及支撐位於接駁位A已或將由粉嶺上市地段第279號的土地的擁有人興建的毗連通道，地段在批地文件所附圖則上所示以「FSSTL 279」資識別並標明（該毗連通道以下稱為「擬建通道」）。就此目的而言，承授人須在該地段路面的接駁位A預留一個內淨寬度最少為8米和內淨高度最少為2.6米的開口，而開口的底部為香港主水平基準以上18.4米，或按署長規定或批准的該等其他水平；
- (iii) 位於該地段地面及已或將建立於該地段之任何建築物預留一個內淨寬度最少為8米和內淨高度最少為2.6米的開口在於批地文件所附圖則上所示及標示的接駁位A及接駁位C之間穿過接駁位B，或按署長規定或批准的該等其他接駁點，而開口底部為香港主水平基準以上18.4米，或按署長規定或批准的該等其他水平（「接駁位B」），以連接城市廣場西面及接駁位B的地段。
- (b) 於行人路、接駁位A及接駁位B根據特別條款第10(a)條完工後，承授人須在批租年期期間保持行人路、接駁位A及接駁位B開放，以供所有公眾人士在免費及不受干擾的情況下一天24小時為了一切合法目的以徒步或乘坐輪椅的方式出入、往返、通行及上落行人路、接駁位A及接駁位B。
- (c) 於行人路、接駁位A及接駁位B根據特別條款第10(a)條完工後，承授人須在批租年期期間自費維持、保養、維修及管理行人路、接駁位A及接駁位B於良好和修繕妥當的狀態，致使署長在各方面滿意。
- (d) 在批租年期期間，政府及任何可能獲政府授權的人士均獲獨有保留免費支撐及連接接駁位A的擬建通道至接駁位B的城市廣場西面之權利。
- (e) (i) 倘若該地段或其任何部分進行重建而需要拆卸或移除條行人路、接駁位A及接駁位B或其任何部分，如署長要求，承授人須在署長施加之時限內自費以署長全權酌情批准或要求之物料、設計、規格、標準、寬度、樓底高度、水平、高度及位置以新的行人路、支撐物和接駁位取代行人路、接駁位A及接駁位B，致使署長在各方面滿意。
- (ii) 倘若需根據特別條款第(10)(g)(i)條建造任何新的行人路、支撐物和接駁位，這些條款所指之行人路、接駁位A及接駁位B須被視作指上述新的行人路、支撐物和接駁位。
- (f) 倘若承授人未能履行特別條款第10(a)、(c)或(g)條之義務，政府可進行該條款所述的工程，費用須由承授人承擔，承授人須按要求向政府支付由署長決定相等於該工程費用的款項，署長的決定為最終決定並對承授人具約束力。

- (g) 政府、署長及其官員、承建商、代理、工人及任何獲政府或署長授權人士，不論是否備有工具、設備、裝置、機器或汽車，在批租年期期間於所有合理時間及當向承授人發出事先通知，有權暫時佔用和自由及不受限制免費進出、返回及通過該地段或其任何部分或已或將建的建築物或其任何部分，以建造和連接，及此後視察、保養、管理、維修及翻新接駁位A的擬建通道及接駁位B的城市廣場西面或其任何部分，並進行檢查、檢驗及監督特別條款第10(a)、(c)、(g)及(h)之工程，及署長認為有必要於接駁位A的擬建通道及接駁位B的城市廣場西面進行的任何其他工程。
- (h) 政府之承授人、承租人和獲許可人、擬建通道及城市廣場西面的當時業主、其人員、承辦商、代理人、工人及獲以上任何人士授權的人士，不論是否備有工具、設備、裝置、機器或汽車，可在批租年期期間於所有合理時間及當向承授人發出事先通知，有權暫時佔用和有權自由及不受限制免費進出及返回及通過該地段或其任何部分與該地段已或將會建的建築物或其任何部分，以建造和連接，及此後視察、管理、保養、維修、翻新及取代於接駁位A的擬建通道及接駁位B的城市廣場西面或其任何部分。
- (i) 就任何對承授人或任何其他人士造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行或未能履行特別條款第(10)(a)、(b)、(c)及(g)條之責任或政府行使特別條款第(10)(f)、(h)及(i)條的權利或政府之承授人、承租人和獲許可人、擬建通道及城市廣場西面的當時業主、其人員、承辦商、代理人、工人及獲以上人士授權的人士條行使特別條款第(10)(j)條的權利而直接或間接引起或附帶的，政府概不承擔任何義務或責任，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (j) 承授人須就其履行或未能履行特別條款第(10)(a)、(b)、(c)及(g)條之責任，或政府行使特別條款第(10)(f)、(h)及(i)條的權利或政府之承授人、承租人和獲許可人、擬建通道及城市廣場西面的當時業主、其人員、承辦商、代理人、工人及獲以上人士授權的人士條行使特別條款第(10)(j)條的權利而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。
- (k) 承授人特此確認並同意政府絕不保證擬建通道及城市廣場西面將在未來興建。就任何對承授人或任何其他人士造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因擬建通道及城市廣場西面或其任何部分未能在未來興建而直接或間接引起或附帶的，政府概不承擔任何責任或義務，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。

H. 批地文件特別條款第(13)(c)條規定承授人須自費保養該地段內按批地文件條款獲豁免計算總樓面面積的康樂設施及附屬設施（「獲豁免設施」）至良好和修繕妥當的狀態，並須運作獲豁免設施致使署長滿意。獲豁免設施只准供發展項目的住客及其真實訪客使用，並不得供其他人士使用。

I. 批地文件特別條款第(7)條規定承授人須自費於該地段及未建於其上的平台（如有）任何部分內進行園景美化及種植樹木和灌木，並於其後自費將之保持及保養至安全、清潔、整齊、井然及健康的狀態，致使署長滿意。

J. 批地文件特別條款第24(a)(i),(ii),(iii), (b)(i), (c)(i), (d)(i), (e)條規定：

- (a) 須於該地段內的住宅單位大樓、洋房、半洋房或排屋，按指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌，之汽車停泊（「住客車位」），致使運輸署署長（「運輸署署長」）滿意。

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- (b) 須按指定比率提供若干額外車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌之汽車停泊（「訪客車位」）。
 - (c) 須於該地段內已或將會建作辦公室用途的建築物，按指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌之汽車停泊（「辦公室車位」），致使運輸署署長滿意。
 - (d) 須於該地段內已或將會建作非工業用途（不包括私人住宅、辦公室、倉庫、酒店及加油站）建築物，指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌之汽車停泊（「非工業車位」），致使運輸署署長滿意。
 - (e) 承授人須遵照建築事務監督所要求或批准（惟就保留及指定車位時必須遵守某些條款），從住客車位、訪客車位、辦公室車位及非工業車位之中保留及指定若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例定義的傷殘人士之汽車停泊（「傷殘人士車位」）。
 - (f) 須於該地段內的寓所，按指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌之電單車停泊，致使運輸署署長滿意（「住客電單車車位」）。
 - (g) 須從辦公室車位的總數中，按指定百分比提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌之電單車停泊（「辦公室電單車車位」）。
 - (h) 須從非工業泊車位的總數中，按指定百分比提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌之電單車停泊（「非工業電單車車位」）。
 - (i) 須於該地段內，按指定比率提供若干車位，以供單車停泊，致使運輸署署長滿意。
- K. 批地文件特別條款第 (25) 條規定須於該地段內按指定比率提供若干車位供貨車上落貨及作為汽車上落乘客的停車處，致使運輸署署長滿意，且該等車位不得用作與發展項目相關的貨車上落貨之外的其他用途。
- L. 批地文件特別條款第 (27) 條規定：
- (a) 承授人須在整個批租年期內允許運輸署署長、政府、他們的官員、承建商、代理、工人及獲以上任何人士授權的人士，不論是否備有工具、設備、裝置、機器或汽車，有權佔用和有權自由及不受限制免費進出、返回及通過該地段或其任何部分及於該地段已或將會建的建築物或其任何部分，以視察、檢查或確保承授人未有違反或未有不遵守批地文件特別條款第 (24)、(25) 及 (26) 條。
 - (b) 就任何對承授人或任何其他人士造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因運輸署署長、政府、他們的官員、承建商、代理、工人及獲以上任何人士授權的人士行使特別條款第 (27)(a) 分條的權利而直接或間接引起或附帶的，政府概不承擔任何義務或責任，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
 - (c) 承授人須就運輸署署長、政府、他們的官員、承建商、代理、工人及獲以上任何人士授權的人士行使特別條款第 (27)(a) 分條而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

M. 批地文件特別條款第 (31) 條規定：

- (a) 承授人須自費向署長存放並向運輸署署長提交一份或多份經運輸署署長批准根據批地文件特別條款第 (24) 及 (25) 條將在該地段提供所有作停泊、上落客貨及上落乘客用途的停車位之佈局的圖則，或經授權人士核證的該份圖則的副本（「停車場佈局圖」）。
- (b) 承授人須根據停車場佈局圖維持所有作停泊、上落客貨及上落乘客用途的停車位及其他地方，包括但不限於停車場佈局圖上標示之升降機、樓梯平台及機動及流通區。
- (c) 承授人特此：
 - (i) 同意運輸署署長、署長、政府、他們的官員、承建商、代理人、工人及獲以上任何人士授權的人士以其全權及絕對酌情權查閱、使用、複印及修訂停車場佈局圖，及同意運輸署署長及署長以其全權及絕對酌情權認為恰當之任何途徑及任何方式（包括但不限於電子途徑或經電子平台）披露及傳佈停車場佈局圖予任何政府部門或第三方（不論個人、商戶、法人團體、公眾人士或其他組織）作搜索、查閱、複印、列印、傳佈、利用、分析、研究停車場佈局圖或作其他用途，不論用以回覆公眾或傳媒查詢或其他查詢，或運輸署署長、署長或政府之主動查詢；及
 - (ii) 接受及確認運輸署署長、署長、政府、他們的官員、承建商、代理人、工人及獲以上任何人士授權的人士有權行使其全權及絕對酌情權決定是否行使特別條款第 (31)(e)(i) 分條之權利查閱、使用、複印、修訂、披露或傳佈停車場佈局圖。
- (d) 就特別條款第 (31)(e) 分條而言，承授人須促使或達致促使停車場佈局圖的知識產權擁有人同意運輸署署長、署長、政府、其官員、承建商、代理人、工人及獲以上任何人士授權的人士搜索、查閱、複印、修訂、披露及傳佈停車場佈局圖，及同意任何政府部門或第三方搜索、查閱、複印、列印、傳佈、利用、分析、研究停車場佈局圖或作其他用途。
- (e) 承授人現接受及確認根據特別條款第 (31)(e) 及 (f) 條給予的同意將在批租年期屆滿或提前終止後繼續有效並對承授人具約束力。
- (f) 就任何對承授人或任何其他人士造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行或未能履行特別條款第 (31)(a)、(b)、(c)、(d) 及 (f) 分條之責任；運輸署署長、署長、政府、其官員、承建商、代理人、工人及獲以上任何人士授權的人士行使特別條款第 (31)(e) 分條所賦予的酌情權與權利；或對於任何政府部門或第三方根據特別條款第 (31)(e)(i) 分條就停車場佈局圖進行的搜索、查閱、複印、列印、傳佈、利用、分析、研究或其他用途，政府概不承擔任何義務或責任承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (g) 承授人須就因承授人履行或未能履行特別條款第 (31)(a)、(b)、(c)、(d) 及 (f) 分條之責任；運輸署署長、政府、署長、他們的官員、承建商、代理人、工人及獲以上任何人士授權的人士行使特別條款第 (31)(e) 分條所賦予的酌情權與權利；對於任何政府部門或第三方根據特別條款第 (31)(e)(i) 分條就停車場佈局圖進行的搜索、查閱、複印、列印、傳佈、利用、分析、研究或其他用途，或其他原因而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

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N. 批地文件特別條款第 (33) 條規定：

- (a) 若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，不論該等工程是否已獲署長事先書面同意，不論處於該地段內或任何政府土地上，不論其目的是為塑造、平整或發展該地段或承授人於批地文件條款下須進行的其他工程或為任何其他目的而進行，承授人須自費進行及建造該等有需要之斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或附屬或其他工程，以保護及支持該地段內的該等土地及任何相鄰或毗連之政府土地或已出租土地，及排除及預防其後發生的任何泥土剝落、山泥傾瀉或土地下陷。承授人須在整個批地文件批租年期內，自費保養上述土地、斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或附屬或其他工程，並保持在良好和修繕妥當的狀態，致使署長滿意。
- (b) 若由於承授人進行的塑造、平整、發展或者其他工程或其他任何原因而於任何時間內造成任何泥土剝落、山泥傾瀉或土地下陷，不論處於或來自該地段內的任何土地或來自任何相鄰或毗連之政府土地或已出租土地，承授人須自費修葺使之恢復原狀致使署長滿意，並須就直接或間接因該等泥土剝落、山泥傾瀉或土地下陷而起或與之有關之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。
- (c) 署長有權書面要求承授人進行、建造及保養上述土地、斜坡整理工程、擋土牆、或其他支撐、防護措施和排水系統或附屬或其他工程，或就任何泥土剝落、山泥傾瀉或土地下陷進行修葺使之恢復原狀，且如承授人忽略或未能在指明期限內遵行該通知致使署長滿意，署長可立即執行和進行任何有需要的工程，而承授人須應要求向政府償還該工程的費用並連同任何行政及專業收費及開支。

O. 批地文件特別條款第 (35) 條規定若於發展或重新發展該地段或其任何部分時曾安裝預應力地錨，承授人須於該等預應力地錨的使用期限內自費進行定期保養及定期監測致使署長滿意，並且在署長不時全權酌情要求時提交上述監測的報告及資料。如承授人忽略或未能進行所須的監測工程，署長可立即執行和進行所須的工程，而承授人須應要求向政府歸還該工程的費用。

P. 批地文件特別條款第 (36) 條規定：

- (a) 倘若該地段或其他受開發該地段所影響的區域之泥土、廢土、瓦礫、建築廢料或建材（「該等廢料」）遭侵蝕、沖洗或傾倒在公共巷徑或道路上，或路旁暗渠、前濱或海牀、污水渠、雨水渠或溝渠或其他政府物業（「該等政府物業」），承授人須自費清理該等廢料並修葺該等廢料對該等政府物業造成的損壞。承授人須就直接或間接因上述侵蝕、沖洗或傾倒對私人物業造成的任何損壞或滋擾而起或與之有關之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。
- (b) 署長可以（惟沒有義務）應承授人要求清理該等廢料並修葺該等廢料對該等政府物業造成的損壞，而承授人須應要求向政府支付有關費用。

Q. 批地文件特別條款第 (38) 條規定，將由政府水管供應食水。承授人接受在提供該供應時可能會有延遲。

R. 批地文件特別條款第 (39) 條規定，受制於日後有水務監督認為適合接駁該地段的政府水管，及受制於批地文件特別條款第 (38) 條所指的政府水管延遲供應食水，承授人可獲同意以暫時水管食水沖廁，惟日後如有鹹水供應，承授人須在日後按水務監督的指示下自費安裝適合使用鹹水或經處理污水的水管，並接受鹹水或經處理污水的供應。

S. 批地文件特別條款第 (42) 條規定：

- (a) 承授人須自費建造及保養署長認為必要的排水渠及溝渠（不論位於該地段範圍內或政府土地上亦然），以將落在或流經該地段上的雨水截流並排送至就近的河道、集水井、溝渠或政府雨水渠，致使署長滿意。承授人須就直接或間接因上述雨水造成的任何損壞或滋擾而起或與之有關之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序承擔全部責任並向政府及其官員作出彌償及使其維持獲彌償。
- (b) 將該地段任何排水渠及污水渠與已鋪設及投入運作的政府雨水渠及污水渠連接的工程，可由署長進行（惟署長不須就進行連接工程引起的損失或損壞對承授人負責），而承授人須應要求向政府支付該接駁工程之費用。另一選擇是，承授人可自費進行該接駁工程致使署長滿意，而在該情況下，於政府土地上建造的上述連接工程任何部分須由承授人自費保養，並須應要求將之交回政府，由政府出資作日後保養，而承授人須應要求向政府支付該接駁工程之技術審核用。如承授人未有保養政府土地上建造的上述連接工程，署長可以自行進行其認為必需的該等保養工程，而承授人須應要求向政府支付有關費用。

T. 批地文件特別條款第 (43) 條規定：

- (a) 承授人明確確認並接受該地段可能受到包括但不限於砵在內的污染物污染。
- (b) 承授人須採取或達致採取必要的行動去避免因發展、重建或使用該地段或其他形式而引致該地段及毗鄰或毗連的政府土地或其部分或在其上的任何建築物或構築物（不論是在地面、地面之上或之下）的土壤及地下水污染，承授人須自費進行所有必要的工程（「防範工程」）去避免該等土壤及地下水污染發生。
- (c) 承授人須於批地文件 6 個曆月內或其他署長批准的期限內，對該地段及毗鄰或毗連的政府土地或其部分或在其上的任何建築物或構築物（不論是在地面、地面之上或之下）自費進行土壤及地下水污染評估（「污染評估」），致使環境保護署署長及土木工程拓展署署長在各方面滿意，其後向環境保護署署長及土木工程拓展署署長提交污染評估報告。在署長書面要求下，承授人須自費及在署長指訂的時間內及按其指定的方式對該地段及毗鄰或毗連的政府土地或其部分或在其上的任何建築物或構築物（不論是在地面、地面之上或之下）進行消除污染工程或其他署長要求的工程（「消除污染工程」），致使環境保護署署長及土木工程拓展署署長在各方面滿意。
- (d) 如果承授人忽略或未能按照特別條款第 (43)(b) 及 (c) 分條進行防範工程、污染評估或消除污染工程（「防範及消除污染工程」）：
 - (i) 署長可行使全權酌情進行防範及消除污染工程。承授人須按要求向署長繳付經署長以完全彌償基礎核證之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力；或
 - (ii) 承授人須按要求向署長繳付一筆款項，數額等於環境保護署署長及土木工程拓展署署長行使全權酌情下估計進行防範及消除污染工程的金額。倘若該一次性金額不足以繳付進行防範及消除污染工程的費用，不論工程是由署長或其他被委託進行工程的任何人士進行，承授人須按要求向署長以完全補償基礎支付差額，該數額由署長釐定，此決定為最終決定並對承授人具約束力。

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- (e) 為進行特別條款第 (43)(d)(i) 分條所述防範及消除污染工程，承授人在所有合理時間內須允許政府、署長及其官員、承建商、代理、工人及任何獲署長授權人士，不論是否備有工具、設備、裝置、機械或汽車的情況下自由及不受限制免費進出、往返及穿越該地段或其任何部分及在其上的任何建築物或構築物。
- (f) 就任何對承授人或任何其他人所造成或承授人或任何其他入蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行或未能履行特別條款第 (43) 條之責任，或政府、署長及其官員、承建商、代理、工人及任何獲授權人士行使特別條款第 (43)(e) 分條的權利而直接或間接引起或附帶的，政府概不承擔任何義務或責任；承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (g) 承授人須就承授人履行或未能履行特別條款第 (43) 條之責任，或政府、署長及其官員、承建商、代理、工人及任何獲授權人士行使特別條款第 (43)(e) 分條的權利而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

U. 批地文件特別條款第 (44) 條規定：

- (a) 承授人須於批地文件 6 個曆月內或其他署長批准的期限內，自費並致使署長在各方面滿意，向署長呈交或安排呈交有關發展該地段的噪音影響評估（「噪音影響評估」）以供其書面核准，噪音影響評估須載有署長要求的資訊及細節，其中包括但不限於所有發展該地段所有不良噪音影響，及合適噪音消滅、改善措施及其他措施的建議（「噪音消滅措施」）。
- (b) 承授人須自費並於署長所訂明的時限內實施經署長核准的噪音影響評估內所載的噪音消滅措施（「經核准的噪音消滅措施」），致使署長在各方面滿意。
- (c) 承授人特此明確確認並同意，承授人須獨自負責自費執行和實施經核准的噪音消滅措施，致使署長在各方面滿意。就任何對承授人或任何其他人所造成或承授人或任何其他入蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行本特別條款下的責任而直接或間接引起或附帶的，政府概不承擔任何責任或義務，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (d) 承授人須就承授人履行或未能履行本特別條款之責任，而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

V. 批地文件特別條款第 (45) 條規定：

若經核准的噪音消滅措施包括在該地段豎設或興建隔音屏障（「隔音屏障」），且隔音屏障伸越該地段邊界而達毗連政府土地任何部分上面及上空，以下條件適用：

- (a) 承授人須自費按照經建築事務監督批准之圖則設計、豎設及興建隔音屏障，並須在各方面皆符合《建築物條例》、於其下訂立的任何規則及任何修訂法例；
- (b) 於毗連該地段之任何政府土地上、上面或地底不得豎設隔音屏障之地基或支撐物；
- (c) 除非獲署長事先書面批准，不得對隔音屏障或其任何部分進行任何形式的改動、加建、更換或附加；

- (d) 承授人須在所有時間自費維護、保養及維修隔音屏障或（如獲署長批准）其任何替代物令其處於修葺良好堅固的狀態，致使署長在各方面滿意；而如進行本特別條款之下任何工程需臨時封路或改道，開始任何該等工程前須先向運輸署署長獲取臨時交通安排之書面批准；
- (e) 隔音屏障不得用於隔音屏障以外之其他任何用途，且除非獲署長事先書面批准，承授人不得將隔音屏障或其任何部分用作或容忍或容許其用作廣告用途或展示任何形式的招牌、告示或海報；
- (f) 如有署長事先書面批准，承授人、其承辦商、代理、工人或任何其他獲承授人授權人士將獲允許帶同或不帶同工具、設備、機器、機械或汽車進入毗連該地段的政府土地以按本特別條款進行伸越達毗連政府土地上之隔音屏障之部分之任何工程；
- (g) 承授人須於所有時間採取可能所需之預防措施，避免因豎設、興建、存有、視察、維修、保養、清潔、更新、改動、更換、使用、拆除或移除隔音屏障或其任何部份或添加或附加至隔音屏障或其任何部分而對任何毗連該地段及隔音屏障之政府土地或進入或使用毗連該地段及隔音屏障之政府土地之任何人士或車輛造成破壞或傷害；
- (h) 署長有權於任何時間及按其絕對酌情權決定向承授人送達書面通知，要求承授人於書面通知日期起計六個公曆月內拆除及移除伸越達毗連政府土地上之隔音屏障之部分且不得以任何他物替代，而當收到該書面通知，承授人須自費於該書面通知所訂明之時限內拆除及移除上述隔音屏障之部分，致使署長在各方面滿意；
- (i) 若承授人未能履行本特別條款之責任，署長可進行所需之工程而就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力；
- (j) 承授人須在所有時候允許政府、署長、其官員、承辦商、代理、工人及其他獲署長授權人士，不論是否備有工具、設備、機器、機械或汽車的情況下有權自由及不受限制免費進出往返及穿越該地段及其任何部分及任何建於或將建於該地段之上的任何建築物或構築物，以便視察、檢查及監督任何須按批地文件特別條款第 45(a)、(d) 及 (h) 分條進行的工程，及進行批地文件特別條款第 (45)(i) 分條進行的工程及任何其他署長認為有需要的工程；
- (k) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行特別條款的責任，或因署長行使批地文件特別條款第 (45)(j) 分條的權利，或因進行批地文件特別條款第 (45)(i) 分條的工程或其他原因而直接或間接引起或附帶的，政府概不承擔任何義務或責任，承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索；及
- (l) 承授人須就因承授人履行此特別條款下的義務、因署長行駛其按批地文件特別條款第 (45)(j) 分條下的通行權、或因進行批地文件特別條款第 (45)(i) 分條下的工程而直接或間接引起或與之有關之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動及訴訟，不論如何產生，彌償政府及使其維持獲彌償。

W. 批地文件特別條款第 (46) 條規定：

- (a) 承授人須於批地文件 6 個曆月內或其他署長批准的期限內，自費並致使環境保護署署長在各方面滿意，向環境保護署署長呈交或安排呈交有關發展該地段的污水系統影響評估（「污水系統影響評估」）以供其書面核准，渠務影響評估須載有渠務署署長要求的資訊及細節，其

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中包括但不限于所有發展該地段可引起的所有不良污水系統影響，及對緩解措施、改善工程及其他措施及工程的建議。

- (b) 承授人須自費並於環境保護署署長所訂明的時限內實施批地文件特別條款第 (46)(a) 分條下經環境保護署署長核准的污水系統影響評估（「核准的污水系統影響評估」）內所載的建議，致使環境保護署署長及渠務署署長在各方面滿意。
- (c) 承授人特此明確確認並同意，承授人須獨自負責自費執行和實施核准的污水系統影響評估內所載的建議，致使環保署署長及渠務署署長在各方面滿意。就任何對承授人或任何其他人士造成或承授人蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行本特別條款下的責任而引起或附帶的，政府概不承擔任何責任或義務，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (d) 承授人須就承授人履行或未能履行本特別條款之責任，而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

X. 批地文件特別條款第 (47) 條規定：

- (a) 承授人須於批地文件 6 個曆月內或其他署長批准的期限內，自費並致使渠務署署長在各方面滿意，向渠務署署長呈交或安排呈交有關發展該地段的渠務影響評估（「渠務影響評估」）以供其書面核准，渠務影響評估須載有渠務署署長要求的資訊及細節，其中包括但不限于所有發展該地段可引起的所有不良渠務影響，及對緩解措施、改善工程及其他措施及工程的建議。
- (b) 承授人須自費並於渠務署署長所訂明的時限內實施批地文件特別條款 (47)(a) 分條下經渠務署署長核准的渠務影響評估（「核准的渠務影響評估」）內所載的建議，致使渠務署署長在各方面滿意。
- (c) 承授人特此明確確認並同意，承授人須獨自負責自費執行和實施核准的渠務影響評估內所載的建議，致使渠務署署長在各方面滿意。就任何對承授人或任何其他人士造成或承授人蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行本特別條款下的責任而引起或附帶的，政府概不承擔任何責任或義務，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (d) 承授人須就承授人履行或未能履行本特別條款之責任，而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

Y. 批地文件特別條款第 (48) 條規定：

- (a) 承授人確認於批地文件之日，特別條款第 (48)(b) 分條所述的區域供冷系統的建造工程尚未展開。政府不保證或擔保何時完成區域供冷系統的建造工程。承授人亦確認可能有已規劃及現存區域供冷系統喉管及電纜管道在該地段之毗鄰經過（「喉管及電纜」）。就任何對承授人或任何其他人士造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因政府延遲完成區域供冷系統的建造工程而直接或間接所引起或附帶的，政府概不承擔任何責任或義務，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。

- (b) 承授人須於 2027 年 9 月 30 日或其他署長批准的期限內，自費於各地點、以各方式和標準設計、豎立、建造和提供以下各項，致使機電工程署署長在各方面滿意：

- (i) 非工業部分內由承授人建議並獲機電工程署署長批准的樓面空間，其面積須為機電工程署署長認為（其意見為最終意見，並對承批人具約束力）足以供應機電工程署署長所指定的區域供冷服務，連同機電工程署署長所要求或批准的電線及設施，以應付非工業部分所有空調面積的需要；以及
- (ii) 溝槽（包括但不限于挖掘及回填溝槽），以按照機電工程署署長的指定連接特別條款第 (48)(b)(i) 條所述的樓面空間與區域供冷系統

為容納及安裝區域供冷服務設備，以接收由機電工程署署長指明的區域供冷系統所供應的冷凍水（「支站」，指根據本特別條款提供的樓面空間及所有上述電線、設施及溝槽、由機電工程署發出有關提供支站的「區域供冷服務供應條件」及「接駁區域供冷系統技術指引」，包括但不限于遵守其中規定提交支站詳細佈局圖的要求，其中提及的「用戶」及「核准用戶」應視為本特別條款下的承授人），以操作承授人在非工業部分內的中央空調系統。其後，承授人須自費維持支站在各方面均於良好和修繕妥當的狀態，致使機電工程署署長全面滿意。

- (c) 若承授人未能履行特別條款第 (48)(b) 分條之責任，機電工程署署長可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由機電工程署署長釐定，此決定為最終決定並對承授人具約束力。
- (d) 承授人須在整個批租年期內允許機電工程署署長及其官員、承辦商、代理人、其工人以及機電工程署署長授權的任何人員，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制免費進出及返回及通過該地段或其任何部分與該地段已或將會建的建築物或其任何部分、旨在：
 - (i) 視查和檢查根據特別條款第 (48)(b) 分條進行的任何工程；
 - (ii) 根據特別條款第 (48)(e) 分條進行任何工程；及
 - (iii) 機電工程署署長根據特別條款第 (48)(b) 分條認為有必要進行的任何其他工程。
- (e) 就任何對承授人或任何其他人士造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行或未能履行特別條款第 (48)(b) 分條之責任，或機電工程署署長行使特別條款第 (48)(e) 分條所賦予的權利，或機電工程署署長及其官員、承辦商、代理人、工人或機電工程署署長授權的任何人員行使特別條款第 (48)(f) 分條所賦予的權利，政府概不承擔任何義務或責任，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (f) 承授人須就其履行或未能履行特別條款第 (48)(b) 分條之責任，機電工程署署長行使特別條款第 (48)(e) 分條所賦予的權利，或機電工程署署長及其官員、承辦商、代理人、其工人或機電工程署署長授權的任何人員行使特別條款第 (48)(f) 分條所賦予的權利，或承授人、其僱員、承辦商、代理人、工人或承授人授權的任何人員拆卸、損壞或干擾喉管及電纜而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

16 SUMMARY OF LAND GRANT

批地文件的摘要

Z. 批地文件特別條款第 (49) 條規定：

- (a) 承授人須於 2027 年 9 月 30 日或經署長批准的其他期限內，自費並致使水務監督在各方面滿意在該地段或其任何部分或其上已或將建的任何建築物內按特別條款第 (49)(b) 分條所述的經批准的自動讀表分站建議及《水務設施條例》提供和安裝一個或多個食水供應自動讀表分站及水務監督全權酌情可能要求的設施和相關設備 (該等分站連同上述設施和相關設備以下統稱「自動讀表分站」) 。
- (b) 承授人應自費並致使水務監督在各方面滿意，向水務監督提交或安排提交有關自動讀表分站的供應和安裝的書面建議 (以下簡稱「自動讀表分站建議」)，以供其批准，其中包含水務監督全權酌情可能要求的信息和詳情，包括但不限於：
 - (i) 顯示自動讀表分站位置的佈局圖；
 - (ii) 建立自動讀表分站的設計、佈局和設備詳情；及
 - (iii) 指定或將指定用於容納自動讀表分站並便於檢查和維護的區域或空間的詳細信息。
- (c) 在水務監督根據特別條款第 (49)(b) 分條書面批准自動讀表分站建議之前，不得在該地段開始自動讀表分站的供應或安裝工程。根據特別條款第 (49)(b) 分條批准的自動讀表分站建議安裝的自動讀表分站下稱「核准的自動讀表分站」。
- (d) 承授人應自費並在各方面令水務監督滿意的情況下，運營、維護和修理核准的自動讀表分站處於良好維修和運行狀態，直至核准的自動讀表分站根據特別條款第 (49)(g) 條交付給水務監督。
- (e) 不得在用於容納核准的自動讀表分站並便於對核准的自動讀表分站進行檢查和維護的區域或空間的上方、下方或內部搭建或安置的任何構築物、物體或材料，以致可能妨礙或干擾視查、檢查、操作、維護、修理、更新、拆卸、拆除、更換及重置核准的自動讀表分站。如果水務監督認為 (其意見為最終並對承授人有約束力)，在用於容納核准的自動讀表分站並便於對核准的自動讀表分站進行檢查和維護的區域或空間的上方、下方或內部搭建或安置的構築物、物體或材料可能會妨礙或干擾核准的自動讀表分站的視查、檢查、操作、維護、修理、更新、拆卸、拆除、更換或重置，水務監督有權以書面形式通知要求承授人自行承擔費用並在各方面令水務監督滿意的情況下拆除或移除上述構築物、物體或材料，並在通知規定的期限內恢復用於容納核准的自動讀表分站並便於檢查和維護的區域或空間。
- (f) 如果承授人未履行特別條款第 (49)(a)、(d) 或 (e) 分條規定的義務，水務監督可進行必要的工程，惟費用由承授人支付，就此承授人須應水務監督要求向水務監督繳付一筆款項，數額等於上述工程之費用，該數額由署長水務監督釐定，此決定為最終決定並對承授人具約束力。
- (g) 核准的自動讀表分站或其任何要求的分站應由承授人在水務監督書面指定的日期交付給水務監督，並且在任何情況下於署長發來信函之日，表明本文件所載的契諾和條件已得到遵守，令其滿意，應被視為已交付給水務監督。
- (h) 承授人須在整個批租年期內允許水務監督、其官員、承辦商、代理人、他們的工人以及水務監督授權的任何人員，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制免費進出、返回及通過該地段或其任何部分與該地段已或將會建的建築物或其任何部分、旨在：

- (i) 視查、檢查和監督承授人根據特別條款第 (49)(a)、(d) 和 (e) 分條要求進行的任何工程；
 - (ii) 進行特別條款第 (49)(f) 分條下的任何工程；及
 - (iii) 在按照特別條款第 (49)(g) 分條將核准的自動讀表分站或其任何核准的自動讀表分站交付給水務監督後，視查、檢查、操作、維護、修理、更新、拆除、移除、更換或重置核准的自動讀表分站或其任何核准的自動讀表分站，以及水務監督認為有必要進行的任何其他工程。
- (i) 就任何對承授人或任何其他人所造成或承授人或任何其他入蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行或未能履行特別條款第 (49)(a)、(d) 及 (e) 分條之責任，或行使任何特別條款第 (49)(f) 及 (h) 分條所賦予的權利，政府概不承擔任何義務或責任，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
 - (j) 承授人須就因提供、安裝、操作、維護和維修核准的自動讀表分站或行使特別條款第 (49)(f) 和 (h) 分條的任何權利而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

AA. 批地文件特別條款第 (50) 條規定：

- (a) (i) 承授人須於 2025 年 6 月 30 日或之前或經署長批准的其他期限內，自費：
 - (I) 向規劃署署長及土木工程拓展署署長提交或安排提交含有臨時行人路之位置、佈局、範圍、路線 (如適用) 和以規劃署署長及土木工程拓展署署長獨有及絕對酌情權指定的其他資料圖則供其書面審批 (獲規劃署署長及土木工程拓展署署長批准之圖則下稱「核准的臨時行人路公共設施佈局圖」)；及
 - (II) 存放或安排存放核准的臨時行人路公共設施佈局圖或獲認可人士 (根據《建築物條例》定義) 核證之圖則副本給規劃署署長、土木工程拓展署署長及署長。
- (ii) 承授人須於 2026 年 12 月 31 日或之前或經署長批准的其他期限內，自費：
 - (I) 向規劃署署長及土木工程拓展署署長個別或一併提交或安排提交含有行人路、接駁位 A 及接駁位 B 之位置、佈局、範圍、路線 (如適用) 和規劃署署長及土木工程拓展署署長全權及絕對酌情權指定的其他資料的圖則以待書面審批 (獲規劃署署長及土木工程拓展署署長批准之圖則下稱「核准的行人路、接駁位 A 及接駁位 B 公共設施佈局圖」)；及
 - (II) 存放或安排存放核准的行人路、接駁位 A 及接駁位 B 公共設施佈局圖或獲認可人士 (根據《建築物條例》定義) 核證之圖則副本給規劃署署長、土木工程拓展署署長及署長。
- (iii) 就本特別條款而言，臨時行人路、行人路、接駁位 A 及接駁位 B 下統稱為「公共設施」，而核准的臨時行人路公共設施佈局圖及核准的行人路、接駁位 A 及接駁位 B 公共設施佈局圖下統稱為「核准的公共設施佈局圖」。倘黃色範圍及黃色加黑點範圍的管有權按照本批地文件特別條款 (3)(f)(iv) 條規定交還政府，「公共設施」則不包括臨時行人路。

16 SUMMARY OF LAND GRANT

批地文件的摘要

(iv) 未經規劃署署長及土木工程拓展署署長先書面批准，不得修訂、更改、改動、修改或代替核准的公共設施佈局圖，而規劃署署長及土木工程拓展署署長在授予該批准時可施加其認為合適的條款及條件。

(b) 承授人須在建築事務監督於建築物條例下就該地段上與公共設施有關的已建建築物或其任何部分發出佔用許可證或臨時佔用許可證之日期，或署長以其全權及絕對酌情權指定之其他日期，及此後在批租年期期間自費，按規劃署署長及土木工程拓展署署長不時要求之比例、尺寸、設計及位置於該地段或任何已或將建於該地段之上的建築物或構築物或其任何部分內或於該地段之外以各方面均令規劃署署長及土木工程拓展署署長滿意的方式展示及維持：

(i) 核准的公共設施佈局圖之副本；及

(ii) 通告或標示牌以標示規劃署署長及土木工程拓展署署長要求或指定的公共設施之位置、路線、入口及出口 (如適用) 和其他資料。

(c) 承授人在批租年期期間的所有合理時間內須允許規劃署署長、土木工程拓展署署長、署長、政府、他們的官員、承建商、代理及任何獲上述任何人士授權的人士，不論是否備有工具、設備、裝置、機械或汽車的情況下自由及不受限制免費進出、往返及穿越該地段或其任何部分及已或將建的任何建築物，以便視察、檢查及確認承授人未有違反或未有不遵守特別條款第 (50)(b) 分條。

(d) 就任何對承授人或任何其他人所造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行或未能履行特別條款第 (50)(a)、(b)、(c)(i) 及 (c)(iii) 分條之責任，或規劃署署長、土木工程拓展署署長、署長、政府、他們的官員、承建商、代理及任何獲上述任何人士授權的人士行使特別條款第 (50)(c) 及 (d) 分條之酌情權和權利，或對於任何政府部門或第三方根據特別條款第 (50)(c)(ii) 分條就公共設施佈局圖進行的搜索、查閱、複印、列印、傳佈、利用、分析、研究或其他用途，而直接或間接引起或附帶的，政府概不承擔任何義務或責任，承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

(e) 承授人須就其履行或未能履行特別條款第 (50)(a)、(b)、(c)(i) 及 (c)(iii) 分條之責任，或規劃署署長、土木工程拓展署署長、署長、政府、他們的官員、承建商、代理及任何獲上述任何人士授權的人士行使特別條款第 (50)(c) 及 (d) 分條之酌情權和權利，或對於任何政府部門或第三方根據特別條款第 (50)(c)(ii) 分條就公共設施佈局圖進行的搜索、查閱、複印、列印、傳佈、利用、分析、研究或其他用途，而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

BB. 批地文件特別條款第 (51) 條規定：

(a) 承授人在該地段、黃色範圍及黃色加黑點範圍展開任何工程，包括但不限於地盤勘察工程、打樁或其他地基工程和其他土木工程及建造工程，之前必須先諮詢香港鐵路有限公司 (「該公司」)，以確保任何該等工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，或地下鐵路之安全運作。地下鐵路則根據《香港鐵路條例》第 2 條及任何延申定義 (「地下鐵路」) (就此而言，署長之決定為最終)。如署長要求，承授人須自費採取該公司要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置和地下鐵路運作安全。

(b) 承授人須自費履行建築事務監督、消防處處長及其他一切有關的政府部門及法定機構對建造 (包括使用的物料)、維修及保養連接地下鐵路或其附近的任何建築物的任何部分提出的一切要求。

6. 對買方造成負擔的租用條件

A. 批地文件特別條款第 (6) 條規定未經署長事先書面批准，不得移除或干擾該地段上或其相鄰所生長的樹木。署長於給予批准時可附加他認為合適之移植、補償環境美化或重新種植條件。

B. 批地文件特別條款第 (19)(d) 條規定：

在根據特別條款第 (19)(b) 條將整個非工業部分按揭或抵押、根據特別條款第 (19)(c)(i) 分條將整個非工業部分轉讓、按揭或抵押或根據特別條款第 (19)(c)(ii) 分條整個非工業部分或其任何部分出租之前，承授人：

(i) 須自費以署長可接受的方式劃定非工業部分，未經署長事先書面批准，不得更改協定的劃定範圍；

(ii) 須自費向署長提交一份書面分割契約，列明分配予非工業部分的整個地段的不分割份數，並考慮非工業部分的總樓面面積須佔該地段上所有已或將建建築物的總樓面面積的比例供署張書面批准 (「核准分割契約」)。除非獲得署長事先書面批准，否則承授人不得修訂、變更、更改、修改或替代核准分割契約，而署長在給予批准時，可施加其認為合適的條款及條件；及

(iii) 應遵守公契中之核准分割契約，以及涉及該地段之不分割份數之所有交易及買賣。承授人在未得處長事先書面同意前，不得訂立任何具有修訂、變更、更改、修改或替代核准分割契約之效力之契據或文書。

C. 批地文件特別條款第 (24)(a)(iv)、(b)(iii)、(c)(ii)、(d)(ii) 及 (e) 分條規定：

(a) 住客車位及訪客車位不得用作停泊按《道路交通條例》、其附屬規例及修訂法例獲發牌之汽車之外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。

(b) 辦公室車位及非工業車位不得用作停泊按《道路交通條例》獲發牌之汽車之外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。

(c) 傷殘人士車位不得用作停泊按《道路交通條例》、其附屬規例及任何修訂法例獲發牌之汽車之外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。

(d) 住客電單車車位、辦公室電單車車位及非工業電單車車位不得用作停泊按《道路交通條例》獲發牌之電單車之外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。

(e) 供單車停泊的車位不得用作停泊單車之外的其他用途。

D. 批地文件特別條款第 (29) 條規定：

住客車位及電單車停車位不得

(a) 轉讓，除非：

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批地文件的摘要

- (i) 連同發展項目的住宅單位轉讓；或
- (ii) 轉讓予發展項目的住宅單位之擁有人；或

- (b) 出租，除非予發展項目的住宅單位之住客

但於任何情況下，轉讓予任何一個發展項目住宅單位的擁有人或出租予任何一個發展項目住宅單位的住客的住客車位及電單車停車位總數不得多於 3 個。

E. 批地文件特別條款第 (37) 條規定：

承授人須於任何時候，特別是於進行建造、保養、更新或維修工程（「該等工程」）時，採取或安排採取恰當及足夠的謹慎、技巧及預防措施，以免使置於或行經該地段、黃色範圍、黃色加黑點範圍或其任何組合或其任何部分之上、之下或相鄰的任何政府或其他現存的排水渠、水道或河道、主水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置（「該等服務」）遭受損壞、干擾或阻礙。承授人須於進行任何該等工程前進行或安排進行所需的適當搜查及勘探，以確定該等服務之位置及高度，及須就如何處理或會受該等工程影響之該等服務向署長提交書面建議書供其就各方面批核，且不得於署長就該等工程及上述建議書發出書面批准前進行任何工程。承授人須遵守及自費達成署長於發出上述批准時可就該等服務施加的要求，包括任何必要的改道、重鋪或恢復原狀的成本。承授人須自費在各方面維修、修葺使恢復原狀所有由該等工程以任何方式引起的對該地段、黃色範圍、黃色加黑點範圍或其任何組合或其任何部分或任何該等服務造成的損壞、干擾或阻礙，致使署長滿意（溝渠、污水渠、雨水渠或主水管除外，其之修葺須由署長進行（除非署長另有決定），且承授人須應政府要求向其支付上述工程之費用）。若承授人未能對該地段、黃色範圍、黃色加黑點範圍或其任何組合或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修葺及使之恢復原狀致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修葺及使之恢復原狀，且承授人須應政府要求向其支付上述工程之費用。

F. 批地文件一般條款第 11 條規定：

當承授人未能或忽略履行、遵守或遵從批地文件條款，政府有權收回及重新管有該地段或其任何部分以及所有或任何於該地段或其任何部分上之建築物、搭建物或工程。當該地段被收回：(a) 承授人在該地段被收回之部分之權利將完全地告停止或終結；及 (b) 承授人無權獲得任何地價退款、就該地段及其上之建築物的價值之任何款項或賠償，或承授人在整地、地盤平整或發展該地段中花費的任何金額。

G. 見上文第 5 段。

備註：

1. 本節中提述「承授人」一詞指根據批地文件中的買方和如文意允許或要求包括其遺囑執行人、遺產管理人、承讓人及（如為法團）其繼承人和承讓人。
2. 本節中提述「該地段」一詞指批地文件中的地段（即「該土地」）。

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公共設施及公眾休憩用地的資料

1. Description of any facilities that are required under the land grant to be constructed and provided for the Government, or for public use

- A. The area coloured yellow and yellow stippled black annexed to the Land Grant ("the Yellow Area" and "the Yellow Stippled Black Area") and the temporary pedestrian walkway on the ground level of the Yellow Area and the Yellow Stippled Black Area to be erected, constructed and provided by the Grantee.
- B. Covered pedestrian walkway (together with such stairs, ramps, lightings, etc.) to link up certain connection points; supports, connections and accesses to certain locations to be erected, constructed and provided by the Grantee within the lot.
- C. Outstations together with facilities and associated equipment shall be provided and installed by the Grantee on the lot or any part thereof or within any buildings thereon for automatic meter reading for fresh water supplies.

2. Description of any facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

See A above.

(remark: pursuant to the provisions of land grant, facilities described under B form part of the Non-industrial Portion which is to be managed, operated or maintained by owner thereof and not the owners of the residential properties.)

3. Size of any open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

Not Applicable.

4. Description of any part of the land (on which the Phase is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)

Not Applicable.

5. Plan(s) showing locations of the facilities mentioned in 1 and 2, open spaces mentioned in 3 (if any) and those parts of the land mentioned in 4 (if any)

See the plan below in this section.

6. General public's right to use

In relation to any of those facilities and open spaces, and those parts of the land, mentioned in paragraphs 1, 2, 3 and 4 above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the Land Grant or the deed of dedication (as the case may be).

7. Management, operation and maintenance

The facilities mentioned in 2 and open spaces mentioned in 3 (if any) are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expense of managing, operating or maintaining those facilities or open spaces (if any) through the management expenses apportioned to the residential properties concerned.

8. Provisions of the land grant and the deed of dedication (if applicable), and of the deed of mutual covenant in respect of the Development that concern the facilities mentioned in 1 or 2 and open spaces mentioned in 3 (if any), and those parts of the land mentioned in 4 (if any)

Land Grant

"Yellow Area", "Yellow Stippled Black Area" and the Temporary Pedestrian Walkway

Special Condition No. (2)

"(2) The Purchaser acknowledges that as at the date of this Agreement, there are some buildings and structures existing within the lot and the areas shown coloured yellow and yellow stippled black on the plan annexed hereto (hereinafter referred to as "the Yellow Area" and "the Yellow Stippled Black Area" respectively) (which buildings and structures are hereinafter collectively referred to as "the Existing Buildings and Structures"). The Purchaser undertakes to demolish and remove at his own expense and in all respects to the satisfaction of the Director the Existing Buildings and Structures from the lot, the Yellow Area and the Yellow Stippled Black Area. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence of the Existing Buildings and Structures or subsequent demolition or removal of the Existing Buildings and Structures, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the presence of or subsequent demolition or removal of the Existing Buildings and Structures."

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Special Condition No. (3)

- "(3) (a) (i) The Purchaser shall on or before the 30th day of June, 2025 or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director erect, construct and provide on the ground level of the Yellow Area and the Yellow Stippled Black Area a temporary pedestrian walkway with a width of 6 metres (hereinafter referred to as "the Temporary Pedestrian Walkway"). The Temporary Pedestrian Walkway shall be formed, serviced, landscaped, planted, treated and provided in such manner, with such materials, to such standards, levels, alignments and design and with such equipment, structures (including retaining structures) and facilities at the expense of the Purchaser as the Director may require and in all respects to the satisfaction of the Director.
- (ii) For the purpose of this Special Condition, the decision of the Director as to whether and when the works referred to in sub-clause (a)(i) of this Special Condition have been completed in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding on the Purchaser.
- (b) (i) Except with the prior written consent of the Director, no building or structure or support for any building or structure or projection shall be erected, constructed or placed on, above, under or below the ground level of the Yellow Area and the Yellow Stippled Black Area except landscaping features and associated facilities.
- (ii) For the purposes of this Special Condition, the decision of the Director as to what constitutes the ground level of the Yellow Area and the Yellow Stippled Black Area referred to in sub-clause (a)(i) of this Special Condition and what constitute the landscaping features and associated facilities referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.
- (c) The Purchaser shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition, while he is in possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof and everything forming a portion of or pertaining to any of them in good and substantial repair and condition until such time as possession of the whole of the Yellow Area and the Yellow Stippled Black Area has been re-delivered to the Government in accordance with subclause (f) (iv) of this Special Condition.
- (d) In the event of non-fulfilment of the Purchaser's obligations under Special Condition No. (2) hereof and sub-clause (a)(i) or (c) of this Special Condition, the Government may carry out the necessary works at the expense of the Purchaser who shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.
- (e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under Special Condition No. (2) hereof and sub-clause (a)(i) or (c) of this Special Condition or the exercise of the rights by the Government under sub-clause(d) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (f) (i) For the purpose only of carrying out the demolition and removal works referred to in Special Condition No. (2) hereof and the works specified in sub-clauses (a)(i) and (c) of this Special Condition, the Purchaser shall be granted:
- (I) possession of the Yellow Area on the date of this Agreement; and
- (II) possession of the Yellow Stippled Black Area on date to be specified in a letter from the Director to the Purchaser, such date to be not later than the 31st day of December, 2023.
- (ii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the deferred possession of the Yellow Stippled Black Area under subclause (f)(1)(II) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (iii) The Purchaser shall accept the Yellow Area and the Yellow Stippled Black Area in such state and condition and with such trees, structures and foundations as existing on the date on which possession of the Yellow Area and the Yellow Stippled Black Area is given to the Purchaser, and hereby agrees not to make any claims whatsoever against the Government in respect thereof.
- (iv) The Yellow Area and the Yellow Stippled Black Area or any part or parts thereof as the Director may at his sole discretion specify or require shall be re-delivered by the Purchaser to the Government on demand on the date or dates as specified in a letter or letters from the Director to the Purchaser. For the avoidance of doubt, the Government shall be under no obligation whatsoever to the Purchaser to take up possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof but may only do so as the Director at his absolute discretion deems fit.
- (g) The Purchaser shall not without the prior written consent of the Director use the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof for the purpose of storage or parking of vehicles or for the erection of any temporary structure or for any

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purposes other than for the carrying out of the demolition and removal works referred to in Special Condition No. (2) hereof, the works specified in sub-clauses(a)(i) and (c) of this Special Condition and the use and enjoyment by members of the public pursuant to sub-clause (h) of this Special Condition.

- (h) Without prejudice to the generality of sub-clause 1 of this Special Condition, the Purchaser shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition, while he is in possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof, at his own expense and in all respects to the satisfaction of the Director, keep the Temporary Pedestrian Walkway open for the use and enjoyment by all members of the public at all times free of charge without any interruption until such time as possession of the whole of the Yellow Area and the Yellow Stippled Black Area has been re-delivered to the Government in accordance with sub-clause (f)(iv) of this Special Condition.
- (i) (i) The Purchaser shall at all reasonable times while he is in possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof:
 - (I) permit the Government, the Director, the Director of Highways and their respective officers, contractors, agents, workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (2) hereof, sub-clauses (a)(i) and (c) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause(d) of this Special Condition and any other works which the Director or the Director of Highways may consider necessary in the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof;
 - (II) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof as the Government, the Director or the relevant public utility companies authorized by the Government may require for the purpose of any works to be carried out in, upon or under the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services

intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, and also with the relevant public utility companies authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof or any adjoining land; and

- (III) permit the officers of the Water Authority and any persons authorized by them with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof, and for the purpose of these Conditions, "Water Authority" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "the Waterworks Ordinance").
- (ii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under sub clause (i)(i) of this Special Condition, the exercise by the Government, the Director and the Director of Highways or any of their officers, contractors, agents, workmen or any persons authorized by the Director or the Director of Highways, the relevant public utility companies, the officers of the Water Authority or any persons authorized by the relevant public utility companies or the officers of the Water Authority under sub-clause(i)(i) of this Special Condition of the rights conferred thereunder, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (j) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under Special Condition No. (2) hereof or this Special Condition, the exercise of the rights by the Government under sub-clause (d) of this Special Condition or the exercise by the Government, the Director and the Director of Highways or any of their officers, contractors, agents, workmen or any persons authorized by the Director or the Director of Highways, the relevant public utility companies, the officers of the Water

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Authority or any persons authorized by the relevant public utility companies or the officers of the Water Authority under sub-clause (i)(i) of this Special Condition of the rights conferred thereunder.”

Special Condition No. (37)

“(37) 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 collectively 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, the Pipes and Cables (as defined in Special Condition No. (48)(a) hereof), wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Yellow Area, the Yellow Stippled Black Area or any part or parts of any of them (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, the Yellow Area, the Yellow Stippled Black Area or any part or parts of any of them 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, the Yellow Area, the Yellow Stippled Black Area or any part or parts of any of them 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.”

Special Condition No. (50)

“(50) (a) (i) The Purchaser shall on or before the 30th day of June, 2025 or such other date as may be approved by the Director at the Purchaser’s own expense:

- (I) submit or cause to be submitted to the Director of Planning and the Director of Civil Engineering and Development for their approval in writing such plan containing such information on the location, layout, extent, routing (as appropriate) and other information of the Temporary Pedestrian Walkway as may be required or specified by the Director of Planning and the Director of

Civil Engineering and Development at their sole and absolute discretion (which plan approved by the Director of Planning and the Director of Civil Engineering and Development is hereinafter referred to as “the Approved Public Facility Layout Plan of the Temporary Pedestrian Walkway”); and

- (II) deposit or cause to be deposited the Approved Public Facility Layout Plan of the Temporary Pedestrian Walkway or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance) with the Director of Planning, the Director of Civil Engineering and Development and the Director respectively.
- (ii) The Purchaser shall on or before the 31st day of December, 2026 or such other date as may be approved by the Director at the Purchaser’s own expense:
 - (I) submit or cause to be submitted to the Director of Planning and the Director of Civil Engineering and Development for their approval in writing such plan containing such information on the location, layout, extent, routing (as appropriate) and other information of the Pedestrian Walkway, Connection A and Connection B individually or collectively as may be required or specified by the Director of Planning and the Director of Civil Engineering and Development at their sole and absolute discretion (which plan approved by the Director of Planning and the Director of Civil Engineering and Development is hereinafter referred to as “the Approved Public Facility Layout Plan of the Pedestrian Walkway, Connection A and Connection B”); and
 - (II) deposit or cause to be deposited the Approved Public Facility Layout Plan of the Pedestrian Walkway, Connection A and Connection B or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance) with the Director of Planning, the Director of Civil Engineering and Development and the Director respectively.
 - (iii) For the purpose of this Special Condition, the Temporary Pedestrian Walkway, the Pedestrian Walkway, Connection A and Connection B are hereinafter collectively referred to as “the Public Facilities” and the Approved Public Facility Layout Plan of the Temporary Pedestrian Walkway and the Approved Public Facility Layout Plan of the Pedestrian Walkway, Connection A and Connection B are hereinafter collectively referred to as “the Approved Public Facilities Layout Plans”. For the avoidance of doubt, the expression “Public Facilities” shall exclude the Temporary Pedestrian Walkway in the event that the possession of the whole of the Yellow Area and the Yellow Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No. (3)(f)(iv) hereof.
 - (iv) No amendment, variation, alteration, modification or substitution of the Approved Public Facilities Layout Plans shall be made without the prior written approval of

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the Director of Planning and the Director of Civil Engineering and Development who may in granting such approval impose such terms and conditions as they see fit.

- (b) The Purchaser shall from the date of an occupation permit or a temporary occupation permit issued by the Building Authority under the Buildings Ordinance covering the building or buildings erected on the lot or that part or parts of the building or buildings to which the respective Public Facilities relate or such other date as may be specified by the Director at his sole and absolute discretion, and thereafter throughout the term hereby agreed to be granted or such other period as may be approved by the Director at the Purchaser's own expense display and maintain in such scale, dimensions and design within the lot or any building or buildings or structure or structures erected or to be erected on the lot or any part thereof or outside the lot at such location or locations as may be required from time to time by and in all respects to the satisfaction of the Director of Planning and the Director of Civil Engineering and Development:

- (i) copy of the Approved Public Facilities Layout Plans; and
- (ii) notices or signage for the purposes of indicating the location or locations, routing, entrances and exits (as appropriate) and such other information of the Public Facilities as may be required or specified by the Director of Planning and the Director of Civil Engineering and Development.

- (c) (i) The Purchaser shall (in addition to the fulfilment of the requirement as stipulated in sub-clauses (a)(i)(II) and (a)(ii)(I) of this Special Condition) submit or cause to be submitted the Approved Public Facilities Layout Plans to the Director of Planning, the Director of Civil Engineering and Development and the Director in such form and format and within such time limit or limits as may be required by them at their sole and absolute discretion.

- (ii) The Purchaser hereby:

- (I) gives his consent to the Director of Planning, the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents and any persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Approved Public Facilities Layout Plans and to disclose and disseminate the Approved Public Facilities Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any third party (whether individual, firm, corporate body, members of the public or other organization), whether in response to public or media enquiries or otherwise, or on the Director of Planning's, the Director of Civil Engineering and Development's, the Director's or the Government's own accord; and

- (II) accepts and acknowledges that the Director of Planning, the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents and any persons authorized by any of them shall have the sole and absolute discretion and right:

- (A) to decide whether or not to view, use, copy, modify, disclose or disseminate the Approved Public Facilities Layout Plans as provided under sub-clause (c)(ii)(I) of this Special Condition;
- (B) to process or integrate the Approved Public Facilities Layout Plans with information from other sources including those regarding adjacent or other sites or areas and with any other information; and
- (C) to view, use, copy, modify, disclose and disseminate the Approved Public Facilities Layout Plans, whether after processing or integration or both (as the case may be) on any website (whether as part of a web map service or otherwise) or any other platforms or means as determined by the Director of Planning, the Director of Civil Engineering and Development or the Director in whatever format at their sole and absolute discretion for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise by any government departments or third party.

- (iii) For the purpose of sub-clause I(ii) of this Special Condition, the Purchaser shall procure or cause to be procured the consent of the intellectual property right owners of the Approved Public Facilities Layout Plans to the viewing, use, copying, modifying, disclosure, processing, integrating and disseminating of the Approved Public Facilities Layout Plans by the Director of Planning, the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents and any persons authorized by any of them, and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government departments or third party.

- (iv) The Purchaser hereby accepts and acknowledges that the consent given under sub-clauses (c)(ii)(I) and (c)(iii) of this Special Condition shall survive and continue to be binding on the Purchaser after the expiry or sooner determination of the term hereby agreed to be granted.

- (d) The Purchaser shall at all reasonable times throughout the term hereby agreed to be granted permit the Director of Planning, the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents and any persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to

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be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to observe sub-clause(b) of this Special Condition by the Purchaser.

- (e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under sub-clauses (a), (b), (c)(i) and (c)(iii) of this Special Condition; the exercise by the Director of Planning, the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents or any persons authorized by any of them of the discretion and rights conferred under sub-clauses (c) and (d) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government department or third party as provided under sub-clause (c)(ii) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (f) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (b), (c)(i) and (c)(iii) of this Special Condition; the exercise by the Director of Planning, the Director of Civil Engineering and Development, the Director, the Government, their officers, contractors, agents or any persons authorized by any of them of the discretion and rights conferred under subclauses (c) and(d) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Approved Public Facilities Layout Plans by any government department or third party as provided under sub-clause (c)(ii) of this Special Condition."

Special Condition No. (51)

- "(51)(a) Prior to the commencement of any works whatsoever on the lot, the Yellow Area and the Yellow Stippled Black Area including but not limited to site investigation works, piling or other foundation works and other civil engineering and building works, the Purchaser shall consult the MTR Corporation Limited (hereinafter referred to as "the Corporation") so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the railway as defined under section 2 of the Mass Transit Railway Ordinance (hereinafter referred to as "the MTR Ordinance") and any extension thereto (hereinafter referred to as "the Railway") (as to which the decision of the Director shall be conclusive) and if required by the Director the Purchaser shall, at his own expense, take such precautions as may be required by the Corporation to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railway.

- (b) The Purchaser shall comply with all Ordinances, by-laws and regulations relating to the Railway.
- (c) The Purchaser shall at his own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railway.
- (d) In the event that the Corporation ceases to operate the Railway or any part of the Railway affecting the lot upon the expiry or revocation of the franchise (including any extension thereto) granted under section 4 of the MTR Ordinance or otherwise, any reference to the Corporation in this Special Condition shall where appropriate mean the Government, its nominee or a third party designated by the Government. "

Deed of Mutual Covenant

Part A of Schedule 12

"Off-site Areas"

means "the Yellow Area" (defined in Special Condition No. (2) of the Government Grant), "the Yellow Stippled Black Area" (defined in Special Condition No.(2) of the Government Grant) and "the Temporary Pedestrian Walkway" (defined in Special Condition No.(3)(a)(i) of the Government Grant).

"Insurance Applicable Areas"

means the Common Areas and Facilities, Slope Structures (if any) and the Off-site Areas (until possession of which is delivered to the Government)."

Clause 5.1

"Management expenses shall be the expenses, costs and charges (including (without limitation) the items set forth in Part C of Schedule 5) necessarily and reasonably incurred in the management of the Development and the Land under this Deed."

Paragraph 17 of Part C of Schedule 5

"All expenses in relation to the Off-site Areas (until possession of which is delivered to the Government) under the Government Grant."

Clause 4.7.1

"The Manager shall manage the Development and the Land in a proper manner in accordance

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with this Deed. Except as otherwise provided in this Deed, the Manager shall, in addition to the other powers expressly provided in this Deed, have the powers to do anything else which it considers is necessary or expedient for the proper management of the Land, including those powers as set forth in Schedule 6 in particular but without in any way limiting the generality of the foregoing."

Paragraph 2(a) of Schedule 6

"To insure and keep insured the Insurance Applicable Areas and all parts thereof as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire or such other perils as the Manager shall reasonably deem fit (unless otherwise directed by the Owners' Corporation), and to effect insurances against occupiers' liability, public liability and employer's liability in respect of the Manager's employees employed within or exclusively in connection with the management of the Development, workmen compensation or other insurance as the Manager shall deem necessary with some reputable insurance company(ies) in the name of the Manager for and on behalf of the Owners for the time being of the Land and in the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force."

Paragraph 4 of Schedule 6

"To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government property or any drains, waterways, watercourses, water mains, roads, footpaths, street furniture, sewers, nullahs, pipes, cables, wires, utility services or other works or installations being in, under, over or adjacent to the Land or the Off-site Areas by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage."

Paragraph 22 of Schedule 6

"To carry out and perform, in relation to the Off-site Areas (to the extent that the same has not been re-delivered to the Government in accordance with the Government Grant), all acts, activities and works required by the Government Grant, the law or insurers of insurance taken out in relation thereto, or which are deemed appropriate by the Manager for performing and complying with the provisions of the Government Grant, the law or those insurers in relation to the same."

Deed of Dedication

Not Applicable

Covered Pedestrian Walkway

Land Grant

Special Condition No. (10)

"(10) (a) The Purchaser shall on or before 31 December 2026 or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director erect, construct and provide:

- (i) within the lot a covered pedestrian walkway (together with such stairs, ramps, lightings, lifts, escalators and such other facilities as the Director at his absolute discretion may require) on the ground level of the lot at the level of 18.4 metres above the Hong Kong Principal Datum or such other level as may be required or approved by the Director, with a minimum clear internal width of 6 metres at such positions, in such manner and to such standards, alignments and designs as the Director shall require or approve so as to link up Connection A (as defined in sub-clause (a)(ii) of this Special Condition) with Connection B (as defined in sub-clause (a)(iii) of this Special Condition) in the shortest possible route (hereinafter referred to as "the Pedestrian Walkway");
- (ii) supports and connections within the lot and the building or buildings erected or to be erected thereon between points C1 and C2 shown and marked on the plan annexed hereto or such other points as may be required or approved by the Director (hereinafter referred to as "Connection A") to receive, connect and support an adjoining access constructed or to be constructed by the owner of that piece or parcel of ground known as Fanling Sheung Shui Town Lot No. 279 shown for identification purpose and marked "FSSTL 279" on the plan annexed hereto (which adjoining access is hereinafter referred to as "the Proposed Access") at Connection A and for this purpose, the Purchaser shall reserve an opening with a minimum clear internal width of 8 metres and a minimum headroom of 2.6 metres at Connection A on the ground level of the lot with the underside of the opening at the level of 18.4 metres above the Hong Kong Principal Datum or at such other level as may be required or approved by the Director; and
- (iii) on the ground level of the lot and the building or buildings erected or to be erected thereon an opening with a minimum clear internal width of 8 metres and a minimum headroom of 2.6 metres between points A and C through point B shown and marked on the plan annexed hereto or such other points as may be required or approved by the Director, with the underside of the opening at the level of 18.4 metres above the Hong Kong Principal Datum or at such other level as may be required or approved by the Director (hereinafter referred to as "Connection B") so as to connect the western part of the Town Plaza and the lot at Connection B.

For the purpose of this sub-clause(a), the decision of the Director as to what constitutes the ground level, clear internal width, headroom and underside of the opening shall be final and binding on the Purchaser.

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- (b) Upon completion of the construction of the Pedestrian Walkway, Connection A and Connection B in accordance with sub-clause (a) of this Special Condition, the Purchaser shall throughout the term hereby agreed to be granted permit all members of the public for all lawful purposes 24 hours a day freely and without any interruption and payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Pedestrian Walkway, Connection A and Connection B.
- (c) Upon completion of the construction of the Pedestrian Walkway, Connection A and Connection B in accordance with sub-clause (a) of this Special Condition, the Purchaser shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director upkeep, maintain, repair and manage the Pedestrian Walkway, Connection A and Connection B in good and substantial repair and condition.
- (d) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Purchaser contained in sub-clause (b) of this Special Condition neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Pedestrian Walkway, Connection A and Connection B or any part or parts thereof to the public for the right of passage.
- (e) It is expressly agreed and declared that the obligation on the part of the Purchaser contained in sub-clause (b) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor or otherwise and for the avoidance of doubt the Purchaser expressly waives any and all claims whatsoever in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (f) Throughout the term hereby agreed to be granted, there is excepted and reserved to the Government and any other person(s) to whom such rights may be granted by the Government free of all costs and charges the right of support and the right to connect the Proposed Access at Connection A and the western part of the Town Plaza at Connection B.
- (g) (i) In the event of any redevelopment of the lot or any part thereof whereby the Pedestrian Walkway, Connection A and Connection B or any part or parts thereof is or are required to be removed or demolished, the Purchaser shall if required by the Director, within such time limit as may be imposed by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, replace the same by such new pedestrian walkway, new supports and connections and new opening or part(s) thereof with such materials and of such design, specifications and standards and at such width, headroom, level, height and position as the Director may at his sole discretion approve or require.
 - (ii) In the event that any new pedestrian walkway, new supports and connections and new opening are required to be constructed under sub-clause (g)(i) of this Special Condition, all references to "the Pedestrian Walkway", "Connection A" and "Connection B" in these Conditions shall be deemed to refer to the said new pedestrian walkway, new supports and connections and new opening.
- (h) In the event of non-fulfilment of the Purchaser's obligations under sub-clauses (a), (c) or (g) of this Special Condition, the Government may carry out the works as referred to therein at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.
- (i) The Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Government or the Director with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the term of the Land Grant and upon giving prior notice to the Purchaser have the right of temporary occupation and the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part or parts thereof and any building(s) erected or to be erected thereon or any part or parts thereof for the purpose of constructing and connecting and thereafter inspecting, managing, maintaining, repairing, renewing and replacing the Proposed Access at Connection A and the western part of the Town Plaza at Connection B or any part or parts thereof, and the carrying out, inspecting, checking and supervising of the works under sub-clauses (a), (c), (g) and (h) of this Special Condition and any other works which the Director may consider necessary for the Proposed Access at Connection A and the western part of the Town Plaza at Connection B.
- (j) The Government's lessees, tenants and licensees, the owners for the time being of the Proposed Access and the owners for the time being of the western part of the Town Plaza and their officers, contractors, agents, workmen and any persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles shall at all reasonable times throughout the term hereby agreed to be granted and upon giving prior notice to the Purchaser have the right of temporary occupation and the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part(s) thereof and any building(s) erected or to be erected thereon or any part(s) thereof for the purpose of constructing and connecting and thereafter inspecting, managing, maintaining, repairing, renewing and replacing the Proposed Access at Connection A and the western part of the Town Plaza at Connection B or any part(s) thereof.
- (k) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under sub-clauses (a), (b), (c) and (g) of this Special Condition, the exercise of the rights by the Government under sub-clauses (f), (h) and (i) of this Special Condition, the exercise by the Government's

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lessees, tenants and licensees, the owners for the time being of the Proposed Access and the owners for the time being of the western part of the Town Plaza or any of their officers, contractors, agents, workmen or any persons authorized by any of them under sub-clause (j) of this Special Condition of the rights conferred thereunder, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

- (l) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under sub-clauses (a), (b), (c) and (g) of this Special Condition, the exercise of the rights by the Government under sub-clauses (f), (h) and (i) of this Special Condition or the exercise by the Government's lessees, tenants and licensees, the owners for the time being of the Proposed Access and the owners for the time being of the western part of the Town Plaza or any of their officers, contractors, agents and workmen or any persons authorized by any of them under sub-clause (j) of this Special Condition of the rights conferred thereunder.
- (m) The Purchaser hereby acknowledges and agrees that the Government in no way warrants that the Proposed Access and the western part of the Town Plaza will be constructed in the future and the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection therewith or incidental thereto if the Proposed Access or the western part of the Town Plaza or any part(s) thereof is not or are not constructed, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance."

Special Condition No. (11)

"(11) The Director shall at his sole discretion decide the whole of the Pedestrian Walkway, Connection A and Connection B or any part or parts of any of them that may be excluded from the calculation of the total gross floor areas stipulated in Special Conditions Nos. (8)(c), (8)(c)(i) and (8)(c)(ii) hereof."

Deed of Mutual Covenant

Part A of Schedule 12

"Pedestrian Walkway"

means "the Pedestrian Walkway" referred to in Special Condition No.(10)(a)(i) of the Government Grant which is for identification purpose coloured orange hatched black on the Plan."

"**Commercial Accommodation**" means the unit for non-industrial use in the Development (which is "the Non-industrial Portion" referred to in Special Condition No.(19)(a)(i) of the Government Grant) which is for identification purpose coloured orange and orange hatched black on the Plans (collectively the "**Specified Areas**" in this definition) to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which said expression shall include:

...

(e) the Pedestrian Walkway;"

Deed of Dedication

Not Applicable

AMR Outstations

Land Grant

Set out Special Condition No. (49)

"(49)(a) The Purchaser shall on or before the 30th day of September, 2027 or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Water Authority provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in subclause (b) of this Special Condition and the Waterworks Ordinance.

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

- (i) a layout plan showing the locations of the AMR Outstations;
- (ii) details of the design, layout and equipment for building up the AMR Outstations; and
- (iii) details of the area or space designated or to be designated for accommodating the

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AMR Outstations and facilitating inspection and maintenance thereof.

- (c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause(b) of this Special Condition. The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under sub-clause(b) of this Special Condition are hereinafter referred to as "the Approved AMR Outstations".
- (d) The Purchaser shall at his own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause(g) of this Special Condition.
- (e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser), there are structures, objects or materials erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Purchaser, at the Purchaser's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.
- (f) In the event of non-fulfilment of the Purchaser's obligations under sub-clauses (a), (d) or (e) of this Special Condition, the Water Authority may carry out the necessary works at the cost of the 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.
- (g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Purchaser on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (h) The Purchaser shall at all times throughout the term hereby agreed to be granted permit

the Water Authority, its officers, contractors, agents, its or their workmen and 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 free of charge to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:

- (i) inspecting, checking and supervising any works required to be carried out by the Purchaser under sub-clauses (a), (d) and (e) of this Special Condition;
 - (ii) carrying out any works under sub-clause(f) of this Special Condition; and
 - (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and reprovisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.
- (i) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Purchaser's obligations under sub-clauses (a), (d) and (e) of this Special Condition or the exercise of any of the rights under subclauses (f) and (h) of this Special Condition, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
 - (j) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under sub-clauses(f) and (h) of this Special Condition.

Deed of Mutual Covenant

Not Applicable

Deed of Dedication

Not Applicable

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1. 對根據批地文件規定須興建並提供予政府或供公眾使用的任何設施的描述

- A. 須由承授人豎立、興建及提供在批地文件所夾附圖則以黃色及黃色加黑點顯示的範圍（「黃色範圍」及「黃色加黑點範圍」）及在黃色範圍及黃色加黑點範圍的地面的臨時行人路。
- B. 須由承授人在該地段豎立、興建及提供有蓋行人路（連同樓梯、斜路、照明裝置等）以連接若干接駁位；連同支撐物、連接設施及通道以連接至若干位置。
- C. 承授人須在該地段或其任何部分或其上任何建築物內提供及安裝外站連同設施及相關設備，以供淡水供應自動讀錶之用。

2. 對根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施的描述

見上文A段。

（註：按批地文件條款，B段提及的設施構成非工業部分的一部分，該部分由非工業部分的擁有人管理、營運或維持，並非由住宅物業的擁有人管理、營運或維持。）

3. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小

不適用。

4. 期數所位於的土地中為施行《建築物（規劃）規例》（第123章，附屬法例F）第22(1)條而撥供公眾用途的任何部分的描述

不適用。

5. 顯示第1及2段所提及之設施、第3段所提及之休憩用地（如有）及第4段所提及之土地中的該等部分（如有）之圖則

見本節內之圖則。

6. 公眾之使用權

就上文第1、2、3及4段所提及供公眾使用的任何該等設施及休憩用地，及該土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據（視屬何情況而定）使用該等設施或休憩用地，或該土地中的該等部分。

7. 管理、營運及維持

第2段所提及之設施、第3段所提及之休憩用地（如有）按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持。該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地（如有）的部分開支。

8. 批地文件、撥出私人地方供公眾使用的契據（如有）及發展項目公契中關於第1及2段所提及之設施、第3段所提及之休憩用地（如有）及第4段所提及之土地中的該等部分（如有）的條文

批地文件

「黃色範圍」、「黃色加黑點範圍」及「臨時行人路」

特別條款第(2)條

“(2) 買方確認於協議之日，在該地段、在協議夾附的圖則上以黃色及黃色加黑點顯示的範圍內（下分別稱「黃色範圍」及「黃色加黑點範圍」）建有建築物及結構物（該建築物及結構物下統稱「現存建築物及結構物」）。買方承諾會自費拆卸和拆除在該地段、黃色範圍及黃色加黑點範圍內的現存建築物及結構物，致使署長在各方面滿意。就任何對買方或任何其他人所造成或買方或任何其他入蒙受的損失、損壞、滋擾或干擾，不論是否因現存建築物及結構物之存在或隨後拆卸和拆除而直接或間接引起或附帶的，政府概不承擔任何責任或義務，買方亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。買方須就直接或間接因現存建築物及結構物之存在或隨後拆卸和拆除而引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。”

特別條款第(3)條

“(3) (a) (i) 買方須於2025年6月30日或之前或經署長批准的其他期限內，自費於黃色範圍及黃色加黑點範圍地面豎立、興建及提供寬度為6米的臨時行人路，致使署長在各方面滿意（下稱「臨時行人路」）。買方須按署長規定進行構建、保養、園景美化、植披、處理並提供臨時行人路，使用符合該等標準、水平、走線及設計的該等材料、設備、構築物（包括護土構築物）及設施，致使署長在各方面滿意。

(ii) 就本特別條款而言，署長就本特別條款第(a)(i)分條所述工程是否及何時已根據本特別條款第(a)(i)分條完成所作的決定為最終，並對買方具有約束力。

(b) (i) 除非獲署長事先書面同意，不得在黃色範圍及黃色加黑點範圍的地面上、之上、下或地面之下豎立、興建或放置任何建築物或構築物或任何建築物或構築物的支撐物或突出物，但景觀美化設施和相關設施除外。

(ii) 就本特別條款而言，署長就何謂本特別條款第(a)(i)分條所述黃色範圍及黃色加黑點範圍的地面，以及何謂本特別條款第(b)(i)分條所述的景觀美化設施和相關設施所作的決定為最終，並對買方具有約束力。

(c) 買方須於本特別條款第(a)(i)分條所述工程完成後，在管有黃色範圍及黃色加黑點範圍或其任何部分期間，自費保養、管理、維修和維護黃色範圍及黃色加黑點範圍或其任何部分及附屬或從屬於該範圍的所有結構，以保持其於良好和修繕妥當的狀態，致使署長在各方面滿意，直至黃色範圍及黃色加黑點範圍的管有權按照本特別條款第(f)(iv)分條規定交還政府為止。

(d) 若買方未能履行特別條款第(2)條及本特別條款第(a)(i)或(c)分條之責任，政府可進行所需之工程，惟費用由買方支付，就此買方須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對買方具約束力。

(e) 就任何對買方或任何其他人所造成或買方或任何其他入蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行或未能履行特別條款第(2)條及本特別條款第(a)(i)或(c)分條之責任或政府行使本特別條款第(d)分條的權利而直接或間接引起或附帶的，政府概不承擔任何義務或責任，買方亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。

(f) (i) 僅為進行特別條款第(2)條及本特別條款第(a)(i)和(c)分條所述拆卸和拆除工程，買方將獲授予：

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- (I) 於協議之日，管有黃色範圍；及
- (II) 於署長發函指定的日期，該日期不得遲於2023年12月31日，管有黃色加黑點範圍。
- (ii) 就任何對買方或任何其他人所造成或買方或任何其他入蒙受的損失、損壞、滋擾或干擾，不論是否因本特別條款第(f)(i)(II)分條之延遲管有黃色加黑點範圍而直接或間接引起或附帶的，政府概不承擔任何義務或責任，買方亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (iii) 買方須按黃色範圍及黃色加黑點範圍在交付予買方管有當日的現狀及情況，連同其上現有的樹木、構築物及地基接收該等範圍，並特此同意不就此向政府提出任何申索。
- (iv) 買方須在署長(按其全權酌情指明或要求)發函指定的日期將黃色範圍及黃色加黑點範圍或其任何部分交還政府。為免存疑，政府並無責任收回黃色範圍及黃色加黑點範圍或其任何部分之管有權，惟署長可按其絕對酌情權認為合適時方執行。
- (g) 如非事前獲署長書面同意，買方不得使用黃色範圍及黃色加黑點範圍或其任何部分作儲物或汽車停泊用途或在該處搭建任何臨時構築物或作任何用途，為進行特別條款第(2)條所述拆卸和拆除工程及本特別條款第(a)(i)和(c)分條所述工程，及按本特別條款第(h)分條所述給予公 使用及享用除外。
- (h) 茲毋損本特別條款第(c)分條之規定，買方須於本特別條款第(a)(i)分條所述工程完成後，在其管有黃色範圍及黃色加黑點範圍或其任何部分期間，自費時刻保持臨時行人路開放給予公 使用及享用、免費及暢通無阻地通行，致使署長在各方面滿意，直至黃色範圍及黃色加黑點範圍的管有權按照本特別條款第(f)(iv)分條規定交還政府為止。
- (i) (i) 買方在管有黃色範圍及黃色加黑點範圍的所有合理時間內須：
 - (I) 允許政府、署長、路政署署長、其官員、承建商、代理、工人及任何獲署長授權人士，不論是否備有工具、設備、裝置、機械或汽車的情況下自由及不受限制免費進出、往返及穿越該地段、黃色範圍及黃色加黑點範圍或其任何部分，以便視察、檢查及監督任何須按特別條款第(2)條及本特別條款第(a)(i)及(c)分條進行的工程，及進行、視察、檢查及監督根據本特別條款第(d)分條進行的工程及任何其他署長或路政署署長認為有需要在黃色範圍及黃色加黑點範圍或其任何部分內進行的工程；
 - (II) 允許政府、署長及其官員、承建商、代理、工人及任何獲署長授權人士及獲政府授權的相關公用事業公司可因應政府、署長或相關公用事業公司之要求，不論是否備有工具、設備、裝置、機械或汽車的情況下自由及不受限制免費進出、往返及穿越該地段、黃色範圍及黃色加黑點範圍或其任何部分，以進行其在黃色範圍及黃色加黑點範圍或其任何部分或任何毗連土地之內、之上或之下任何工程，包括但不限於鋪設及於其後保養所有向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體(如有)及其他服務所需管道、電線、導管、電纜管道及其他傳導媒體及附屬設備。買方須就有關任何上述於黃色範圍及黃色加黑點範圍或其任何部分內或任何毗連土地進行的工程之所有事宜與政府、署長及其官員、承建商、代理、工人及任何獲署長授權人士及政府正式授權的相關公用事業公司通力合作；及

- (III) 允許水務監督之官員及其他獲其授權之人士可因應其要求，不論是否備有工具、設備、裝置、機械或汽車的情況下自由及不受限制免費進出、往返及穿越該地段、黃色範圍及黃色間黑斜線範圍或其任何部分，以進行任何與黃色範圍及黃色加黑點範圍或其任何部分內之任何其他水務設施之操作、保養、維修、更換及改動有關之工程。就這些條款而言，「水務監督」根據《水務設施條例》、其任何附屬規例及任何修訂法例定義(下稱「水務設施條例」)。

- (ii) 就任何對買方或任何其他人所造成或買方或任何其他入蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行或未能履行本特別條款第(i)(i)分條之責任或政府、署長、路政署署長或其任何的官員、承建商、代理、工人或任何獲署長或路政署署長授權人士、相關公用事業公司或水務監督之官員及其他獲相關公用事業公司或水務監督之官員授權之人士行使本特別條款第(i)(i)分條之權利，而直接或間接引起或附帶的，政府概不承擔任何義務或責任；買方亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (j) 買方須就其履行或未能履行特別條款第(2)條之責任，或政府行使本特別條款第(d)分條的權利或政府、署長、路政署署長或其任何的官員、承建商、代理、工人及任何獲署長或路政署署長授權人士、獲政府授權的相關公用事業公司或水務監督之官員及其他獲相關公用事業公司或水務監督之官員授權之人士行使本特別條款第(i)(i)分條之權利，而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府，並使其維持獲彌償。”

特別條款第(37)條

“(37) 買方須於任何時候，特別是於進行建造、保養、更新或維修工程(下統稱「該等工程」)時，採取或安排採取恰當及足夠的謹慎、技巧及預防措施，以免使置於或行經該地段、黃色範圍、黃色加黑點範圍或其任何組合或其任何部分之上、之下或相鄰的任何政府或其他現存的排水渠、水道或河道、主水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、喉管及電纜(依照特別條款第(48)(a)條定義)、電線、公用服務或任何其他工程或裝置(下統稱「該等服務」)遭受損壞、干擾或阻礙。買方須於進行任何該等工程前進行或安排進行所需的適當搜查及勘探，以確定該等服務之位置及高度，及須就如何處理或會受該等工程影響之該等服務向署長提交書面建議書供其就各方面批核，且不得於署長就該等工程及上述建議書發出書面批准前進行任何工程。買方須遵守及自費達成署長於發出上述批准時可就該等服務施加的要求，包括任何必要的改道、重鋪或恢復原狀的成本。買方須自費在各方面維修、修葺使恢復原狀所有由該等工程以任何方式引起的對該地段、黃色範圍、黃色加黑點範圍或其任何組合或其任何部分或任何該等服務造成的損壞、干擾或阻礙，致使署長滿意(溝渠、污水渠、雨水渠或主水管除外，其之修葺須由署長進行(除非署長另有決定)，且買方須應政府要求向其支付上述工程之費用)。若買方未能對該地段、黃色範圍、黃色加黑點範圍或其任何組合或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修葺及使之恢復原狀致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修葺及使之恢復原狀，且買方須應政府要求向其支付上述工程之費用。”

特別條款第(50)條

“(50) (a) (i) 買方須於2025年6月30日或之前或經署長批准的其他期限內，自費：

- (I) 向規劃署署長及土木工程拓展署署長提交或安排提交含有臨時行人路之位置、佈局、範圍、路線(如適用)和以規劃署署長及土木工程拓展署署長獨有及絕對酌情指定的其他資料圖則供其書面審批(獲規劃署署長及土木工程拓展署署長批准之圖則下稱「核准的臨時行人路公共設施佈局圖」)；及

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- (II) 存放或安排存放核准的臨時行人路公共設施佈局圖或獲認可人士 (根據《建築物條例》定義) 核證之圖則副本給規劃署署長、土木工程拓展署署長及署長。
 - (ii) 買方須於2026年12月31日或之前或經署長批准的其他期限內，自費：
 - (I) 向規劃署署長及土木工程拓展署署長個別或一并提交或安排提交含有行人路、接駁位 A 及接駁位 B 之位置、佈局、範圍、路線 (如適用) 和規劃署署長及土木工程拓展署署長全權及絕對酌情指定的其他資料的圖則以供其書面審批 (獲規劃署署長及土木工程拓展署署長批准之圖則下稱「核准的行人路、接駁位 A 及接駁位 B 公共設施佈局圖」)；及
 - (II) 存放或安排存放核准的行人路、接駁位 A 及接駁位 B 公共設施佈局圖或獲認可人士 (根據《建築物條例》定義) 核證之圖則副本給規劃署署長、土木工程拓展署署長及署長。
 - (iii) 就本特別條款而言，臨時行人路、行人路、接駁位 A 及接駁位 B 下統稱為「公共設施」，而核准的臨時行人路公共設施佈局圖及核准的行人路、接駁位 A 及接駁位 B 公共設施佈局圖下統稱為「核准的公共設施佈局圖」。為免生疑問，倘黃色範圍及黃色加黑點範圍的管有權按照特別條款(3)(f)(iv) 條規定交還政府，「公共設施」則不包括臨時行人路。
 - (iv) 未經規劃署署長及土木工程拓展署署長先書面批准，不得修訂、更改、改動、修改或代替核准的公共設施佈局圖，而規劃署署長及土木工程拓展署署長在授予該批准時可施加其認為合適的條款及條件。
- (b) 買方須在建築事務監督於建築物條例下就該地段上與公共設施有關的已建建築物或其任何部分發出佔用許可證或臨時佔用許可證之日期，或署長以其全權及絕對酌情權指定之其他日期，及此後在批租年期期間自費，按規劃署署長及土木工程拓展署署長不時要求之比例、尺寸、設計及位置於該地段或任何已或將建於該地段之上的建築物或構築物或其任何部分內或於該地段之外以各方面均令規劃署署長及土木工程拓展署署長滿意的方式展示及維持：
- (i) 核准的公共設施佈局圖之副本；及
 - (ii) 通告或標示牌以標示規劃署署長及土木工程拓展署署長要求或指定的公共設施之位置、路線、入口及出口 (如適用) 和其他資料。
- (c) (i) 買方須 (除履行本特別條款第(a)(i)(II) 及 (a)(ii)(I) 分條所訂明的要求外) 按規劃署署長、土木工程拓展署署長及署長全權及絕對酌情決定所要求的格式及時限，向其提交或安排提交核准的公共設施佈局圖。
- (ii) 買方特此：
- (I) 同意規劃署署長、土木工程拓展署署長、署長、政府、其官員、承包商、代理及任何其他獲其授權的人士可全權酌情決定查看、使用、複製及修改核准的公共設施佈局圖，並以任何途徑和方式 (包括但不限於電子方式或透過電子平台) 向任何第三方 (無論是個人、公司、法人團體、公眾成員或其他組織) 披露和傳播核准的公共設施佈局圖，不論是回應公眾或傳媒查詢或其他用途，或作規劃署署長、土木工程拓展署署長、署長或政府自用之目的；及
 - (II) 接受並承認規劃署署長、土木工程拓展署署長、署長、政府、其官員、承包商、代理、工人及任何其他獲其授權的人士擁有唯一及絕對的酌處權和權利：
 - (A) 決定是否查看、使用、複製、修改、披露或傳播本特別條款第(c)(ii)(I) 分條規定的核准的公共設施佈局圖；
 - (B) 將核准的公共設施佈局圖與其他資訊，包括與鄰近或其他地點或地區有關的資訊以及任何其他資訊，進行處理或整合；及
 - (C) 查看、使用、複製、修改、在任何網站 (無論是否作為網絡地圖服務的一部分) 或規劃署署長、土木工程拓展署署長或署長全權及絕對酌情決定的其他平台、方式和格式披露或傳播核准的公共設施佈局圖，無論是否經處理或/及整合 (視情況而定)，以供任何政府部門或第三者搜尋、檢視、複製、列印、傳播、使用、分析、研究或作其他用途。
- (iii) 就本特別條款第(c)(ii) 分條而言，買方須取得或安排取得核准的公共設施佈局圖的知識產權擁有人的同意，讓規劃署署長、土木工程拓展署署長、署長、政府、其官員、承包商、代理及任何其他獲其授權的人士查看、使用、複製、修改、披露、處理、整合及傳播核准的公共設施佈局圖，以及供核准的公共設施佈局圖給任何政府部門或第三者搜尋、檢視、複製、列印、傳播、使用、分析、研究或作其他用途。
- (iv) 買方特此接受並確認，根據本特別條款第(c)(ii)(I) 及 (c)(iii) 分條給予之同意將於批租年期屆滿或提前終止後仍然有效，並繼續對買方具約束力。
- (d) 買方在批租年期期間的所有合理時間內須允許規劃署署長、土木工程拓展署署長、署長、政府、他們的官員、承建商、代理及任何獲上述任何人士授權的人士，不論是否備有工具、設備、裝置、機械或汽車的情況下自由及不受限制免費進出、往返及穿越該地段或其任何部分及已或將建的任何建築物，以便視察、檢查及確認買方未有違反或未有不遵守本特別條款第(b) 分條。
- (e) 就任何對買方或任何其他人所造成或買方或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行或未能履行本特別條款第(a)、(b)、(c)(i) 及 (c)(iii) 分條之責任，或規劃署署長、土木工程拓展署署長、署長、政府、他們的官員、承建商、代理及任何獲上述任何人士授權的人士行使本特別條款第(c) 及 (d) 分條之酌情權和權利，或對於任何政府部門或第三方根據本特別條款第(c)(ii) 分條就公共設施佈局圖進行的搜索、查閱、複印、列印、傳佈、利用、分析、研究或其他用途，而直接或間接引起或附帶的，政府概不承擔任何義務或責任，買方亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (f) 買方須就其履行或未能履行本特別條款第(a)、(b)、(c)(i) 及 (c)(iii) 分條之責任，或規劃署署長、土木工程拓展署署長、署長、政府、他們的官員、承建商、代理及任何獲上述任何人士授權的人士行使本特別條款第(c) 及 (d) 分條之酌情權和權利，或對於任何政府部門或第三方根據本特別條款第(c)(ii) 分條就公共設施佈局圖進行的搜索、查閱、複印、列印、傳佈、利用、分析、研究或其他用途，而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。”

特別條款第51條

- “(51)(a) 買方在該地段、黃色範圍及黃色加黑點範圍展開任何工程，包括但不限於地盤勘察工程、打樁或其他地基工程和其他土木工程及建造工程，之前必須先諮詢香港鐵路有限公司(下稱

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「該公司」)，以確保任何該等工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，或地下鐵路之安全運作。地下鐵路則根據《香港鐵路條例》第2條及任何延申定義(下稱「地下鐵路」)(就此而言，署長之決定為最終)。如署長要求，買方須自費採取該公司要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置和地下鐵路運作安全。

- (b) 買方須遵守所有與地下鐵路有關的條例、附例及規例。
- (c) 買方須自費履行建築事務監督、消防處處長及其他一切有關的政府部門及法定機構對建造(包括使用的物料)、維修及保養連接地下鐵路或其附近的任何建築物的任何部分提出的一切要求。
- (d) 如該公司在根據《香港鐵路條例》第4條授予的專營權(包括其任何延續)屆滿或被撤銷時或在其他情況下停止經營影響該地段的地下鐵路或地下鐵路之任何部分，則本特別條款中對該公司的提述，在適當情況下指政府、其提名人或政府指定的第三方。”

公契

附表12之A部分

“「場外範圍」

指政府批地文件特別條款第(2)條所定義之「黃色範圍」、政府批地文件特別條款第(2)條所定義之「黃色加黑點範圍」及政府批地文件特別條款第(3)(a)(i)條所定義之「臨時行人路」。

“「保險適用範圍」

指公用地方及設施、斜坡構築物(如有)和場外範圍(直至其管有權交還予政府為止)。”

第5.1條

“管理開支指根據本契約，在管理發展項目及該土地中必要且合理地產生的費用、成本及支出(包括但不限於)附表5之C部分所列的項目)。”

附表5之C部分第17段

“根據政府批地文件與場外範圍(直至其管有權交還予政府為止)有關的所有開支。”

第4.7.1條

“管理人應根據本契約以適當的方式管理發展項目及該土地。除非本契約另有規定，管理人除了享有本契約明確賦予的其他權力外，還應擁有做任何其認為對該土地的適當管理必要或有利的事宜的權力，包括但不限於附表6中所列的權力，而不以任何方式限制前述的普遍性。”

附表6第2(a)段

“為保險適用範圍及其所有部分投保並保持續保，且在合理可行範圍內儘可能全面，特別是按完全重置價值投保火險，或經理人合理認為合適的其他險種(除非業主立案法團另有指示)；並就受僱於發展項目內或專門從事與本發展項目管理相關工作的經理人僱員，向聲譽良好的保險公司投保佔用人責任險、公眾責任險及僱主責任險或經理人認為必要的其他保險。該等保險須以經理人名義，為當時該土地及發展項目的業主利益並代表其投保，且按其各自權益及經理人認為合適的保險金額承保，並支付所有為維持該等保險單有效所需的保費。”

附表6第4段

“盡可能避免任何廢物或其他物質遭存放、沖洗、侵蝕或從發展項目傾倒在任何公共道路或其任何部分上，或路旁暗渠、污水渠、排水渠、溝渠或其他政府財產及應清除任何該等物質，並確保任何政府財產的任何部分或任何排水渠、水路、水道、水管、道路、行人徑、街道設施、污水渠、溝渠、喉管、電纜、電線、公用事業服務或其他在該土地或場外範圍內、其下、上或鄰近的工程或裝置不會因管理人按規定進行的任何維修或其他工程而受到損害，並修葺損害部分使其恢復原狀。”

附表6第22段

“就場外範圍進行及執行(在場外範圍並未根據政府批地文件交還政府的情況下)政府批地文件、法律或就場外範圍投保的保險人所規定的，或管理人就執行及遵守政府批地文件條文、法律或該等保險人而認為適合的所有行動、活動及工程。”

撥出私人地方供公眾使用的契據

不適用

有蓋行人路

批地文件

特別條款第(10)條

“(10)(a) 買方須於2026年12月31日或之前或經署長批准的其他期限內，自費致使署長在各方面滿意豎立、興建及提供：

- (i) 位於該地段地面的有蓋行人路(連同樓梯、斜路、照明裝置、升降機、自動扶梯及其他署長按其絕對酌情權認為有必要的設施)，為香港主水平基準以上18.4米或其他署長全權酌情規定或批准的水平，內淨闊度最少為6米，按照署長規定或批准的標準、走線和設計，以最短可行路徑連接接駁位A(根據本特別條款第(a)(ii)分條定義)和接駁位B(根據本特別條款第(a)(iii)分條定義)(下稱「行人路」)；
- (ii) 位於該地段以及於批地文件所附圖則上所示及標示的C1及C2點之間或署長所規定或批准的其他點上已或將建的建築物的支撐物和接駁位(下稱「接駁位A」)，以接收、連接及支撐位於接駁位A已或將由粉嶺上水市地段第279號的土地的擁有人興建的毗連通道，地段在批地文件所附圖則上所示以「FSSTL 279」資識別並標明(該毗連通道以下稱為「擬建通道」)。就此目的而言，買方須在該地段路面的接駁位A預留一個內淨寬度最少為8米和內淨高度最少為2.6米的開口，而開口的底部為香港主水平基準以上18.4米，或按署長規定或批准的該等其他水平；及
- (iii) 位於該地段地面及已或將建立於該地段之任何建築物預留一個內淨寬度最少為8米和內淨高度最少為2.6米的開口在於批地文件所附圖則上所示及標示的接駁位A及接駁位C之間穿過接駁位B，或按署長規定或批准的該等其他接駁點，而開口底部為香港主水平基準以上18.4米，或按署長規定或批准的該等其他水平(下稱「接駁位B」)，以連接城市廣場西面及接駁位B的地段。

就本(a)分條而言，署長對何謂開口的地面、內淨寬度、高度及底部的決定為最終決定，並對買方具有約束力。

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- (b) 於行人路、接駁位 A 及接駁位 B 根據本特別條款第 (a) 分條完工後，買方須在批租年期期間保持行人路、接駁位 A 及接駁位 B 開放，以供所有公眾人士在免費及不受干擾的情況下一天 24 小時為了一切合法目的以徒步或乘坐輪椅的方式出入、往返、通行及上落行人路、接駁位 A 及接駁位 B。
- (c) 於行人路、接駁位 A 及接駁位 B 根據本特別條款第 (a) 分條完工後，買方須在批租年期期間自費維持、保養、維修及管理行人路、接駁位 A 及接駁位 B 於良好和修繕妥當的狀態，致使署長在各方面滿意。
- (d) 特此明確同意、聲明及規定，在施加本特別條款 (b) 分條所載的義務予買方時，買方既無意而政府亦不同意將行人路、接駁位 A 及接駁位 B 或其任何部分撥歸公眾使用及使其取得通行權。
- (e) 特此明確同意及聲明，在施加本特別條款 (b) 分條所載的義務予買方時，將不會引致對《建築物 (規劃) 規例》第 22(1) 條、其任何修訂或替代條文所訂有關額外上蓋面積或地積比率的任何寬免或權利的期望，或就該等寬免或權利提出申索。為免生疑問，買方明確表示放棄任何及所有根據《建築物 (規劃) 規例》第 22(1) 條、其任何修訂或替代條文就額外上蓋面積或地積比率享有的寬免或權利的申索。
- (f) 在批租年期期間，政府及任何可能獲政府授權的人士均獲獨有保留免費支撐及連接接駁位 A 的擬建通道至接駁位 B 的城市廣場西面之權利。
- (g) (i) 倘若該地段或其任何部分進行重建而需要拆卸或移除條行人路、接駁位 A 及接駁位 B 或其任何部分，如署長要求，買方須在署長施加之時限內自費以署長全權酌情批准或要求之物料、設計、規格、標準、寬度、樓底高度、水平、高度及位置以新的行人路、支撐物和接駁位取代行人路、接駁位 A 及接駁位 B，致使署長在各方面滿意。
(ii) 倘若需根據本特別條款第 (g)(i) 分條建造任何新的行人路、支撐物和接駁位，這些條款所指之行人路、接駁位 A 及接駁位 B 須被視作指上述新的行人路、支撐物和接駁位。
- (h) 倘若買方未能履行本特別條款第 (a)、(c) 或 (g) 分條之義務，政府可進行該條款所述的工程，費用須由買方承擔，買方須按要求向政府支付由署長決定相等於該工程費用的款項，署長的決定為最終決定並對買方具約束力。
- (i) 政府、署長及其官員、承建商、代理、工人及任何獲政府或署長授權人士，不論是否備有工具、設備、裝置、機器或汽車，在批租年期期間於所有合理時間及當向買方發出事先通知，有權暫時佔用和自由及不受限制免費進出、返回及通過該地段或其任何部分或已或將建的建築物或其任何部分，以建造和連接，及此後視察、保養、管理、維修及翻新接駁位 A 的擬建通道及接駁位 B 的城市廣場西面或其任何部分，並進行檢查、檢驗及監督本特別條款第 (a)、(c)、(g) 及 (h) 分條之工程，及署長認為有必要於接駁位 A 的擬建通道及接駁位 B 的城市廣場西面進行的任何其他工程。
- (j) 政府之承授人、承租人和獲許可人、擬建通道及城市廣場西面的當時業主、其人員、承辦商、代理、工人及獲以上任何人士授權的人士，不論是否備有工具、設備、裝置、機器或汽車，可在批租年期期間於所有合理時間及當向買方發出事先通知，有權暫時佔用和有權自由及不受限制免費進出及返回及通過該地段或其任何部分與該地段已或將會建的建築物或其任何部分，以建造和連接，及此後視察、管理、保養、維修、翻新及取代於接駁位 A 的擬建通道及接駁位 B 的城市廣場西面或其任何部分。

- (k) 就任何對買方或任何其他人所造成或買方或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行或未能履行本特別條款第 (a)、(b)、(c) 及 (g) 分條之責任或政府行使本特別條款第 (f)、(h) 及 (i) 分條的權利或政府之買方、承租人和獲許可人、擬建通道及城市廣場西面的當時業主、其人員、承辦商、代理、工人及獲以上人士授權的人士條行使本特別條款第 (j) 分條的權利而直接或間接引起或附帶的，政府概不承擔任何義務或責任，買方亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (l) 買方須就其履行或未能履行本特別條款第 (a)、(b)、(c) 及 (g) 分條之責任，或政府行使本特別條款第 (f)、(h) 及 (i) 分條的權利或政府之買方、承租人和獲許可人、擬建通道及城市廣場西面的當時業主、其人員、承辦商、代理、工人及獲以上人士授權的人士條行使本特別條款第 (j) 分條的權利而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。
- (m) 買方特此確認並同意政府絕不保證擬建通道及城市廣場西面將在未來興建。就任何對買方或任何其他人所造成或買方或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因擬建通道及城市廣場西面或其任何部分未能在未來興建而直接或間接引起或附帶的，政府概不承擔任何責任或義務，買方亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。”

特別條款第 (11) 條

“(11) 署長可全權酌情決定行人路、接駁位 A 及接駁位 B 的整部分或其任何部分或多個部分是否不計入特別條款第 (8)(c)、(8)(c)(i) 及 (8)(c)(ii) 條所規定的總樓面面積。”

公契

附表 12 之 A 部分

“「行人路」

指政府批地文件特別條款第 (10)(a)(i) 條所述的「行人路」，該行人路在圖則上以橙色加黑斜線標示。”

“「商業處所」

指發展項目內作「非工業用途」的單位（即政府批地文件特別條款第 (19)(a)(i) 條所指的「非工業部分」）；為資識別，商業處所在圖則上以橙色及橙色加黑斜線標示（統稱為「指定區域」），且已獲分配不分割份數，並由業主擁有專有使用、享有及佔有權。上述表述應包括：

……

(e) 行人路；”

撥出私人地方供公眾使用的契據

不適用

自動讀表分站

批地文件

17 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

特別條款第 (49) 條

- “(49)(a) 買方須於 2027 年 9 月 30 日或經署長批准的其他期限內，自費並致使水務監督在各方面滿意在該地段或其任何部分或其上已或將建的任何建築物內按本特別條款第 (b) 分條所述的經批准的自動讀表分站建議及《水務設施條例》提供和安裝一個或多個食水供應自動讀表分站及水務監督全權酌情可能要求的設施和相關設備 (該等分站連同上述設施和相關設備以下統稱「自動讀表分站」)。
- (b) 買方應自費並致使水務監督在各方面滿意，向水務監督提交或安排提交有關自動讀表分站的供應和安裝的書面建議 (下稱「自動讀表分站建議」)，以供其批准，其中包含水務監督全權酌情可能要求的信息和詳情，包括但不限於：
- (i) 顯示自動讀表分站位置的佈局圖；
 - (ii) 建立自動讀表分站的設計、佈局和設備詳情；及
 - (iii) 指定或將指定用於容納自動讀表分站並便於檢查和維護的區域或空間的詳細信息。
- (c) 在水務監督根據本特別條款第 (b) 分條書面批准自動讀表分站建議之前，不得在該地段開始自動讀表分站的供應或安裝工程。根據本特別條款第 (b) 分條批准的自動讀表分站建議安裝的自動讀表分立下稱「核准的自動讀表分站」。
- (d) 買方應自費並在各方面令水務監督滿意的情況下，運營、維護和修理核准的自動讀表分站處於良好維修和運行狀態，直至核准的自動讀表分站根據本特別條款第 (g) 分條交付給水務監督。
- (e) 不得在用於容納核准的自動讀表分站並便於對核准的自動讀表分站進行檢查和維護的區域或空間的上方、下方或內部搭建或安置的任何構築物、物體或材料，以致可能妨礙或干擾視查、檢查、操作、維護、修理、更新、拆除、拆除、更換及重置核准的自動讀表分站。如果水務監督認為 (其意見為最終並對買方有約束力)，在用於容納核准的自動讀表分站並便於對核准的自動讀表分站進行檢查和維護的區域或空間的上方、下方或內部搭建或安置的構築物、物體或材料可能會妨礙或干擾核准的自動讀表分站的視查、檢查、操作、維護、修理、更新、拆除、移除、更換或重置，水務監督有權以書面形式通知要求買方自行承擔費用並在各方面令水務監督滿意的情況下拆除或移除上述構築物、物體或材料，並在通知規定的期限內恢復用於容納核准的自動讀表分站並便於檢查和維護的區域或空間。
- (f) 如果買方未履行本特別條款第 (a)、(d) 或 (e) 分條規定的義務，水務監督可進行必要的工程，惟費用由買方支付，就此買方須應水務監督要求向水務監督繳付一筆款項，數額等於上述工程之費用，該數額由署長水務監督釐定，此決定為最終決定並對買方具約束力。
- (g) 核准的自動讀表分站或其任何要求的分站應由買方在水務監督書面指定的日期交付給水務監督，並且在任何情況下於署長發來信函之日，表明該條件已得到遵守，令其滿意，應被視為已交付給水務監督。
- (h) 買方須在整個批租年期內允許水務監督、其官員、承辦商、代理、他們的工人以及水務監督授權的任何人員，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制免費進出、返回及通過該地段或其任何部分與該地段已或將會建的建築物或其任何部分、旨在：
- (i) 視查、檢查和監督買方根據本特別條款第 (a)、(d) 和 (e) 分條要求進行的任何工程；

(ii) 進行本特別條款第 (f) 分條下的任何工程；及

(iii) 在按照本特別條款第 (g) 分條將核准的自動讀表分站或其任何核准的自動讀表分站交付給水務監督後，視查、檢查、操作、維護、修理、更新、拆除、移除、更換或重置核准的自動讀表分站或其任何核准的自動讀表分站，以及水務監督認為有必要進行的任何其他工程。

(i) 就任何對買方或任何其他人所造成或買方或任何其他入蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行或未能履行本特別條款第 (a)、(d) 及 (e) 分條之責任，或行使任何本特別條款第 (f) 及 (h) 分條所賦予的權利，政府概不承擔任何義務或責任，買方亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。

(j) 買方須就因提供、安裝、操作、維護和維修核准的自動讀表分站或行使本特別條款第 (f) 和 (h) 分條的任何權利而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

公契

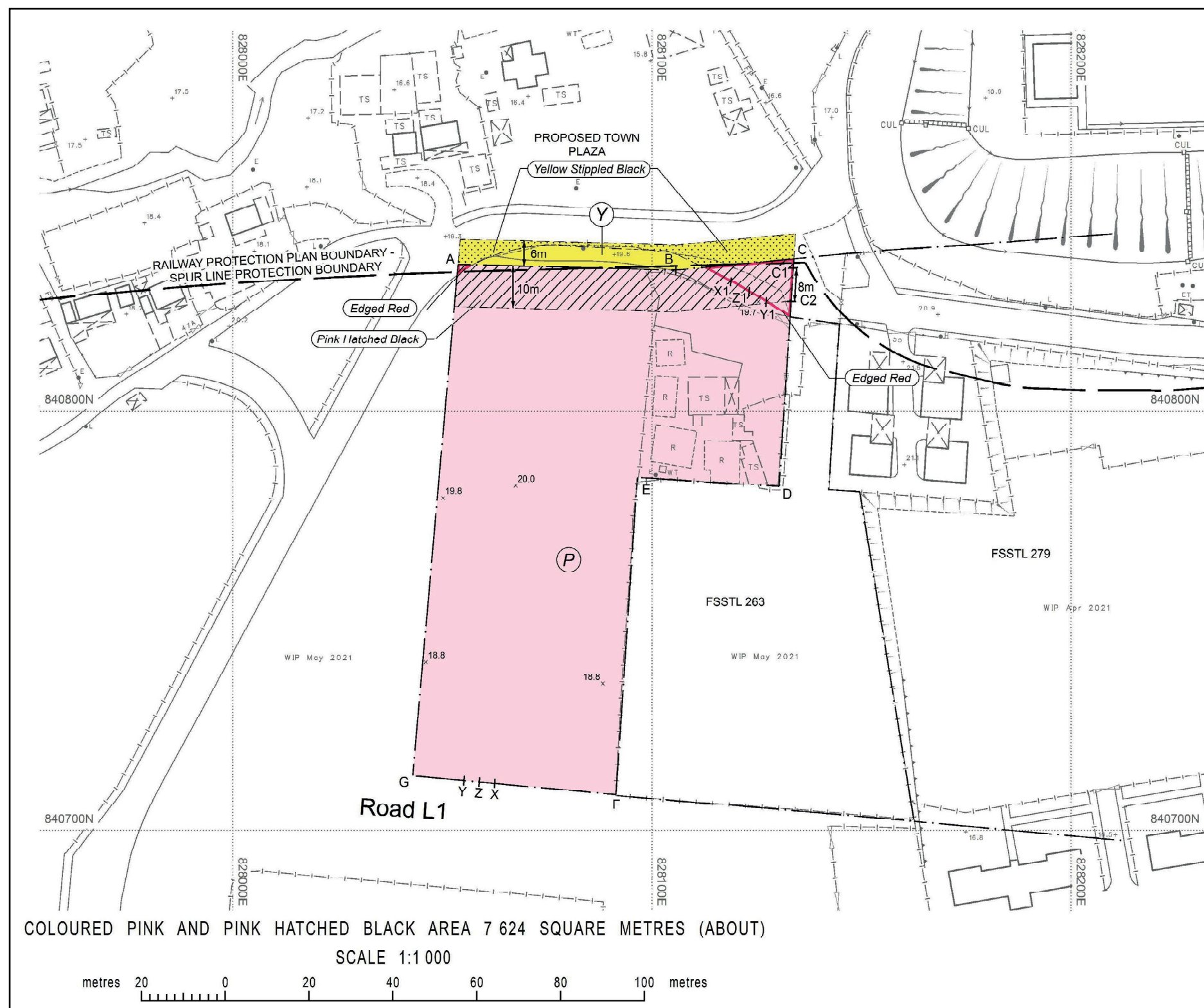
不適用

撥出私人地方供公眾使用的契據

不適用

17 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料



LEGEND 圖例

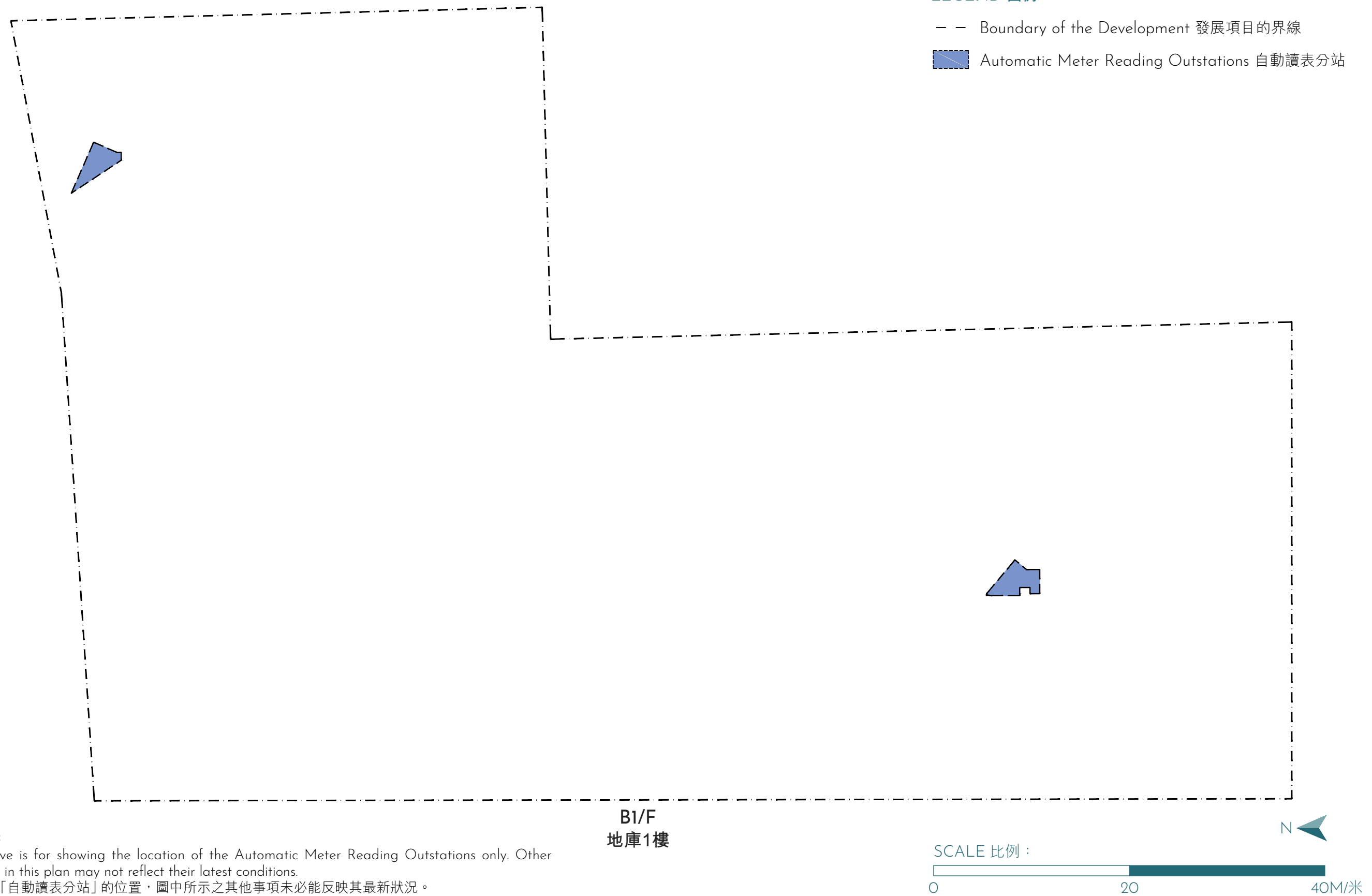
- Yellow Area 黃色範圍
- Yellow Stippled Black Area 黃色加黑點範圍

Remark 備註：

The plan above is for showing the location of the Yellow Area and the Yellow Stippled Black Area only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「黃色範圍」及「黃色加黑點範圍」的位置，圖中所示之其他事項未必能反映其最新狀況。

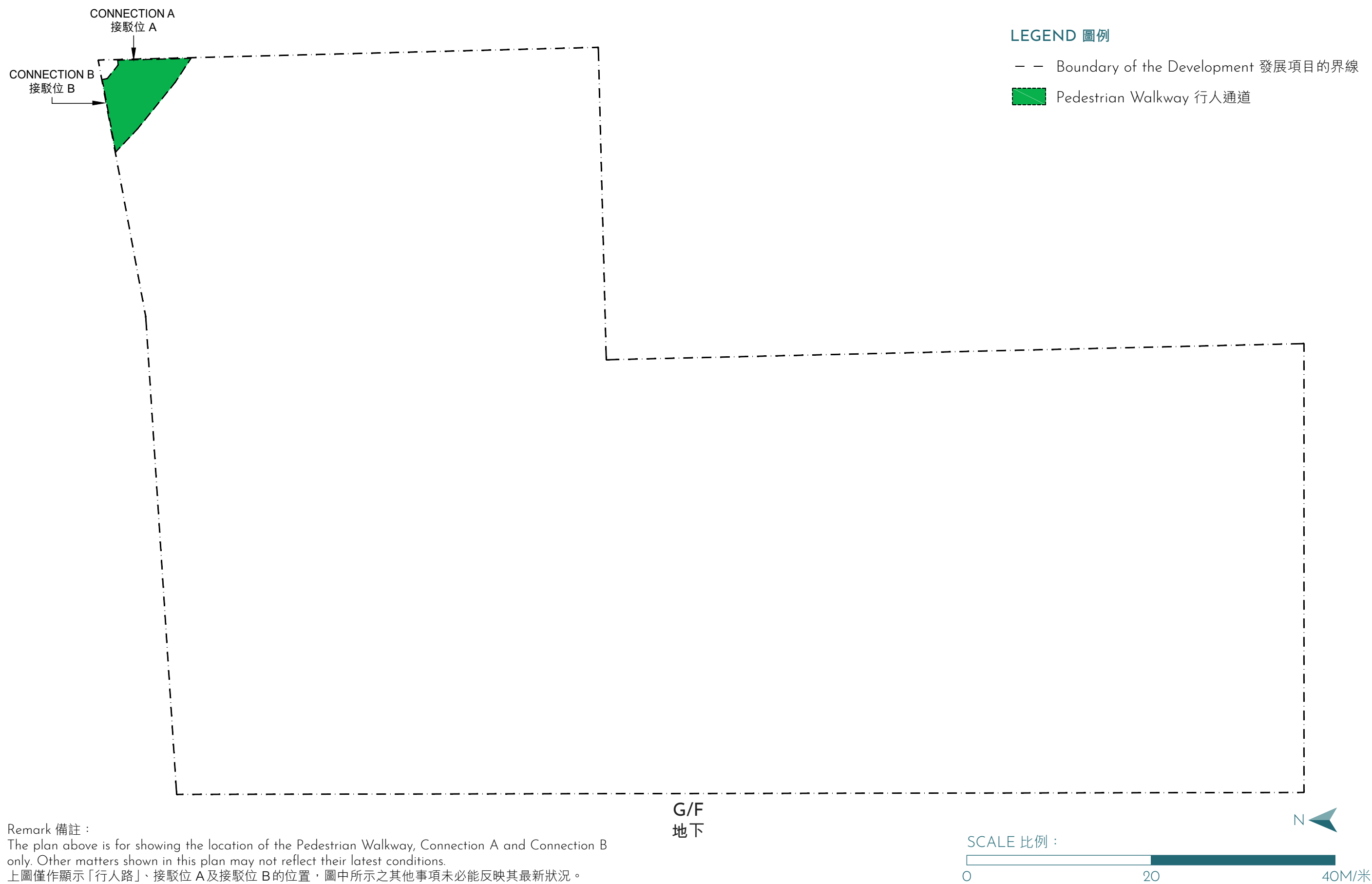
17 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料



17 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料



18 WARNING TO PURCHASERS

對買方的警告

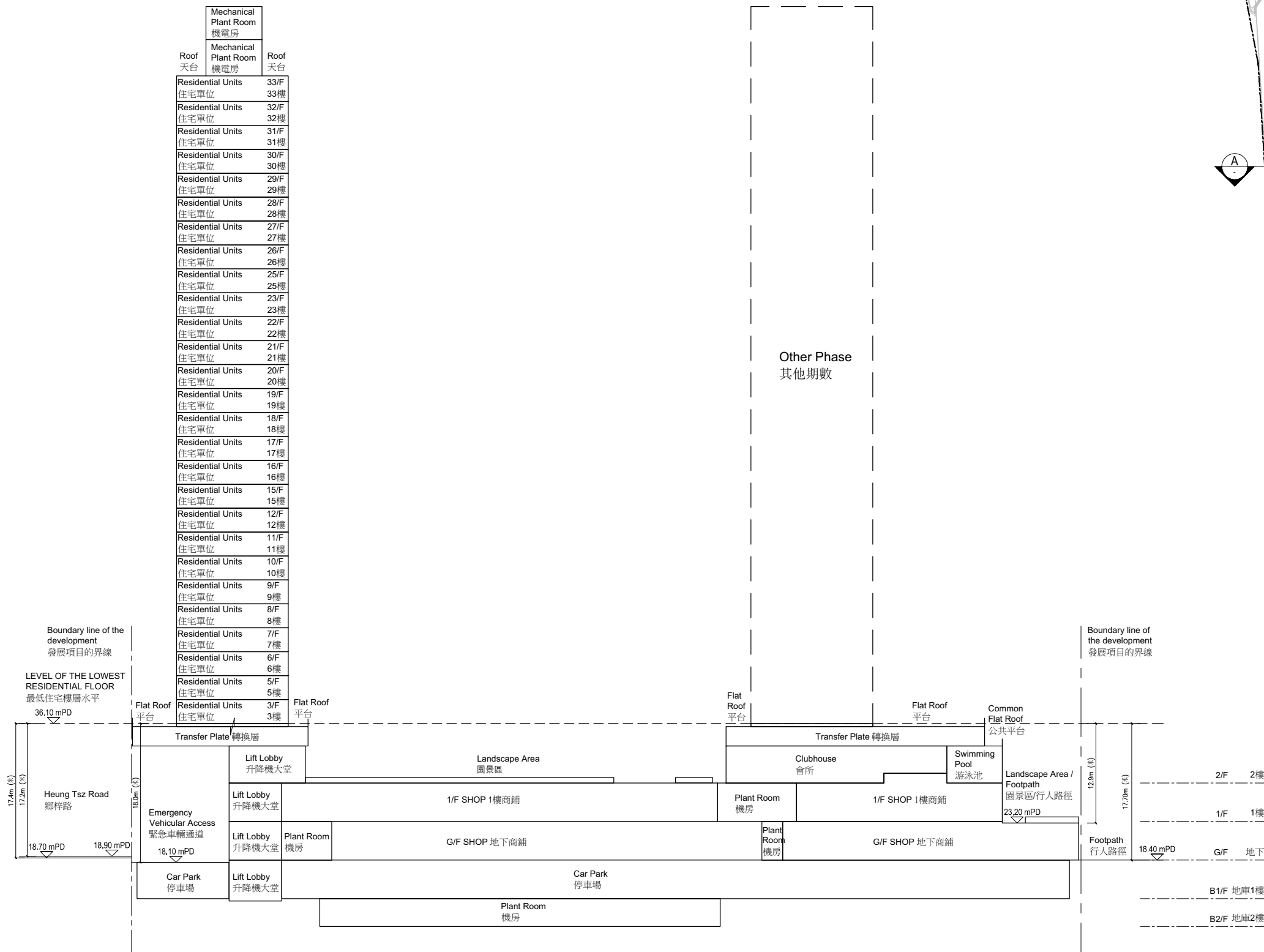
- (a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
 - (b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
 - (c) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser -
 - (i) that firm may not be able to protect the purchaser's interests ; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors.
 - (d) In the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
- (a) 現建議買方聘用一間獨立的律師事務所（代表擁有人行事者除外），以在交易中代表買方行事。
 - (b) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
 - (c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突 -
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所。
 - (d) 如屬(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

19 CROSS-SECTION PLAN OF BUILDING IN THE PHASE

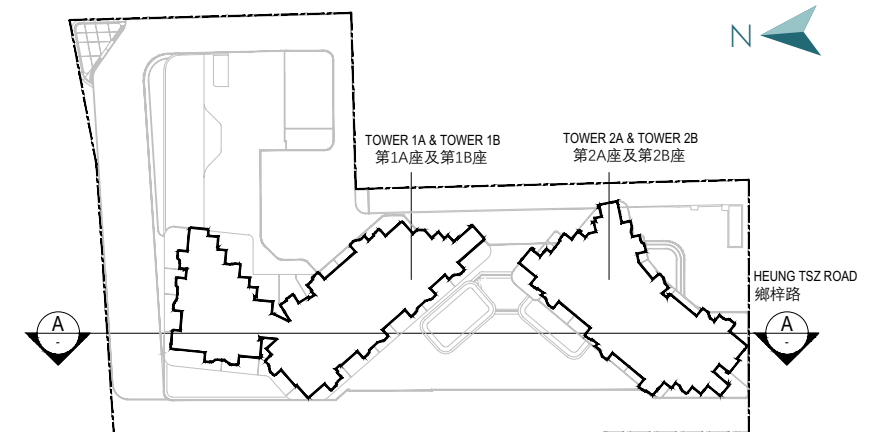
期數中的建築物的橫截面圖

Cross-Section Plan A-A
橫截面圖 A-A

TOWER 2A & TOWER 2B
第2A座及第2B座



Key Plan
索引圖



Legend 圖例 :

- Height in metres above the Hong Kong Principal Datum (HKPD).
香港主水平基準以上高度 (米) 。
- Dotted line denotes the levels of the lowest residential floor of the building
該建築物最低住宅樓層水平 。
- Boundary line of the development
發展項目的界線

The part of Heung Tsz Road adjacent to Tower 2A & Tower 2B is 18.70 metres to 18.90 metres above the Hong Kong Principal Datum.
毗連第2A座及第2B座的一段鄉梓路為香港主水平基準以上 18.70 米至 18.90 米 。

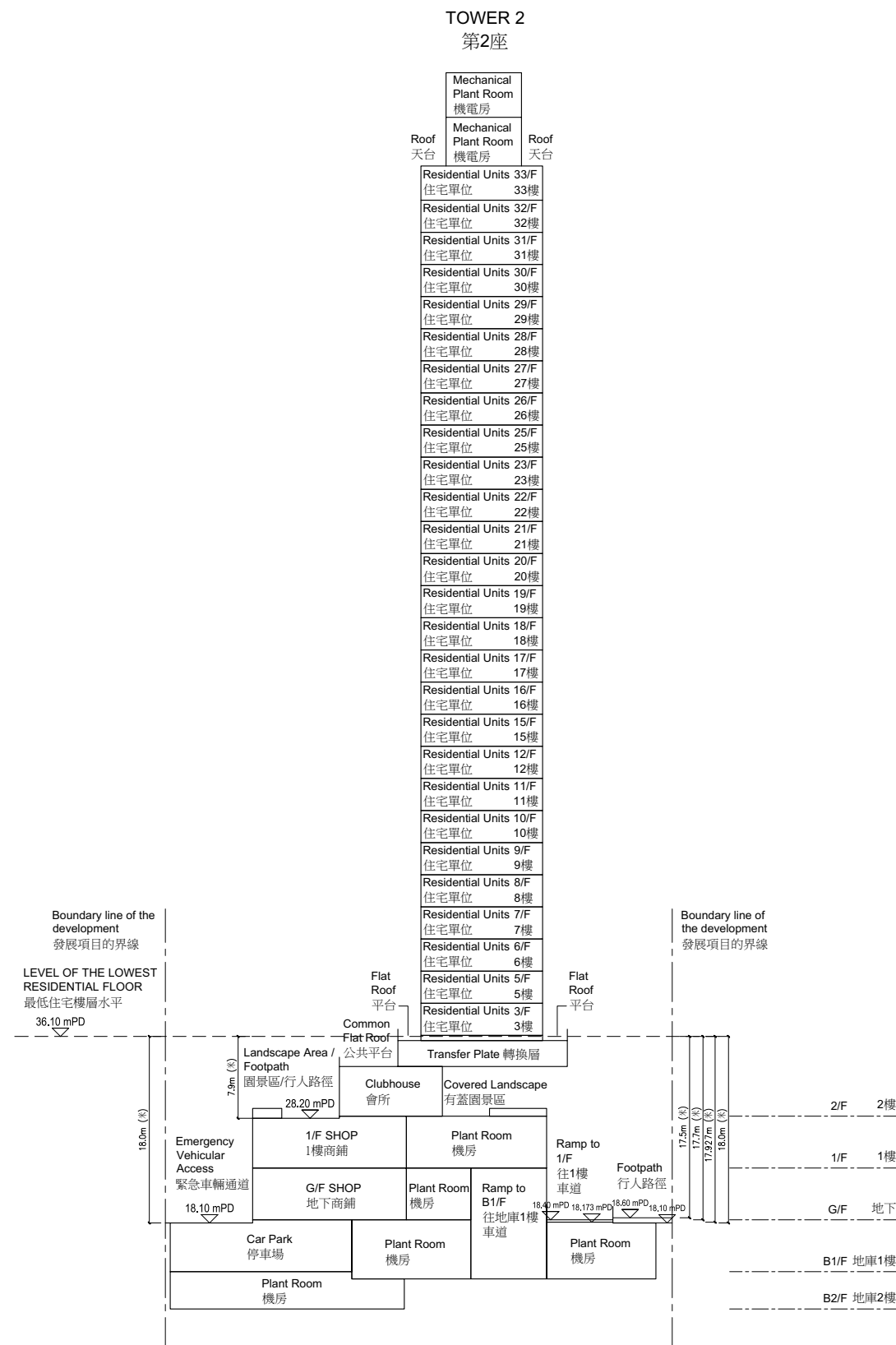
The part of Emergency Vehicular Access adjacent to Tower 2A & Tower 2B is 18.10 metres above the Hong Kong Principal Datum.
毗連第2A座及第2B座的一段緊急車輛通道為香港主水平基準以上 18.10 米 。

The part of footpath adjacent to Tower 2A & Tower 2B is 18.40 metres above the Hong Kong Principal Datum.
毗連第2A座及第2B座的一段行人路徑為香港主水平基準以上 18.40 米 。

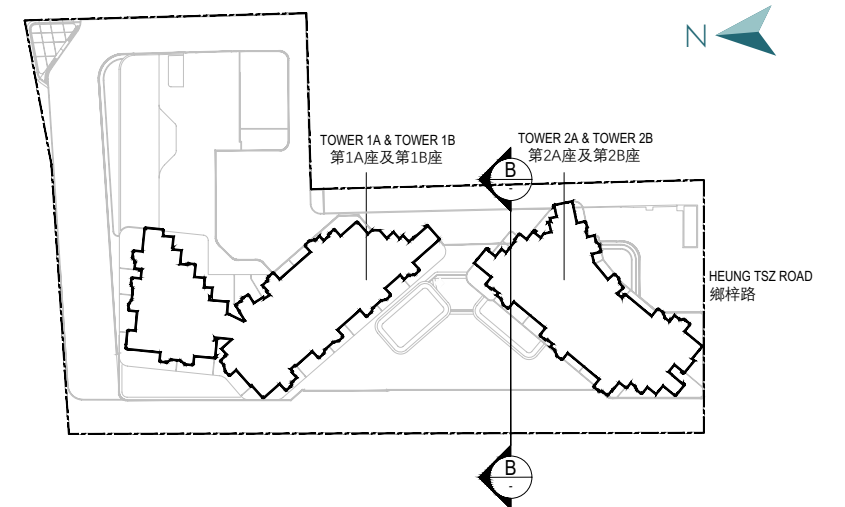
The part of landscape area/footpath adjacent to Tower 2A & Tower 2B is 23.20 metres above the Hong Kong Principal Datum.
毗連第2A座及第2B座的一段園景區/行人路徑為香港主水平基準以上 23.20 米 。

19 CROSS-SECTION PLAN OF BUILDING IN THE PHASE 期數中的建築物的橫截面圖

Cross-Section Plan B-B
橫截面圖 B-B



Key Plan
索引圖



Legend 圖例：

- Height in metres above the Hong Kong Principal Datum (HKPD). 香港主水平基準以上高度 (米)。
- Dotted line denotes the levels of the lowest residential floor of the building 該建築物最低住宅樓層水平。
- Boundary line of the development 發展項目的界線

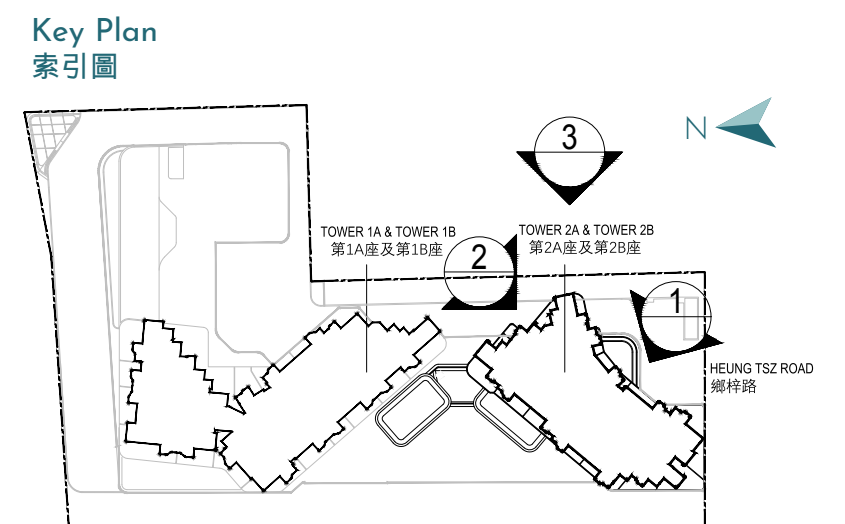
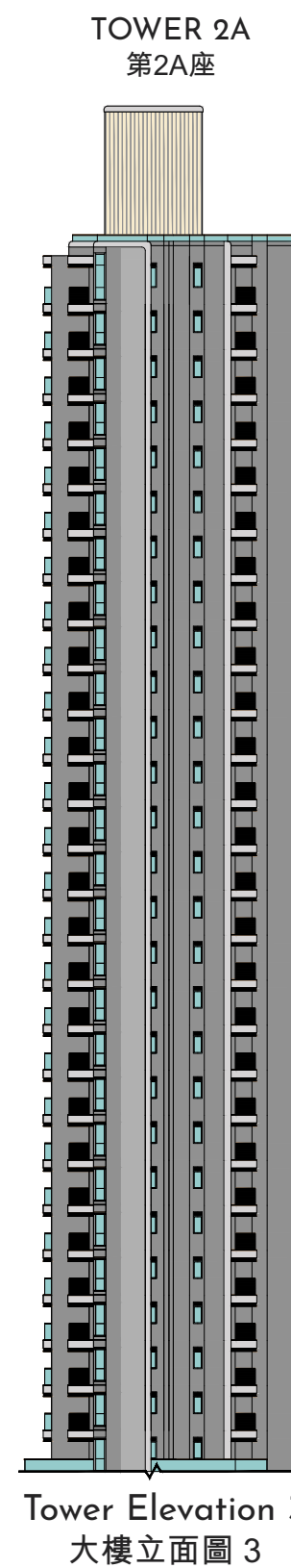
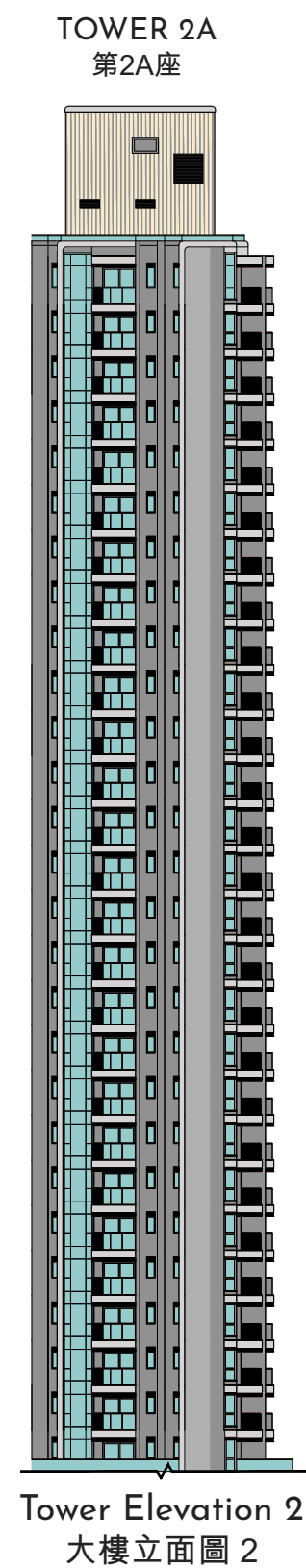
The part of Emergency Vehicular Access adjacent to Tower 2A & Tower 2B is 18.10 metres above the Hong Kong Principal Datum.
毗連第2A座及第2B座的一段緊急車輛通道為香港主水平基準以上18.10米。

The part of landscape area/footpath adjacent to Tower 2A & Tower 2B is 28.20 metres above the Hong Kong Principal Datum.
毗連第2A座及第2B座的一段園景區/行人路徑為香港主水平基準以上28.20米

The part of footpath adjacent to Tower 2A & Tower 2B is 18.10 metres to 18.60 metres above the Hong Kong Principal Datum.
毗連第2A座及第2B座的一段行人路徑為香港主水平基準以上18.10米至18.60米。

The part of ramp to 1/F adjacent to Tower 2A & Tower 2B is 18.173 metres to 18.40 metres above the Hong Kong Principal Datum.
毗連第2A座及第2B座的一段往1樓車道為香港主水平基準以上18.173米至18.40米。

20 ELEVATION PLAN 立面圖



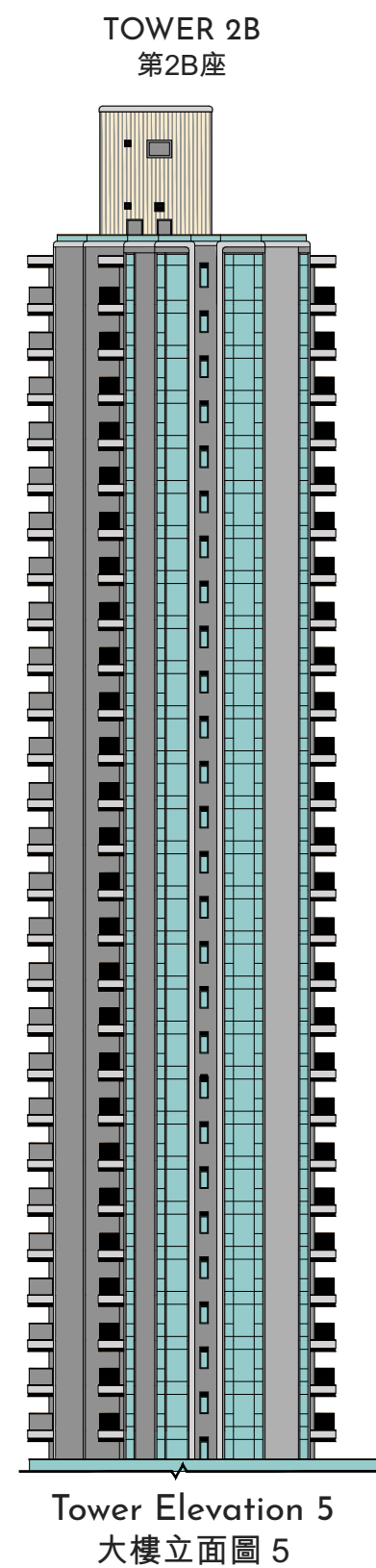
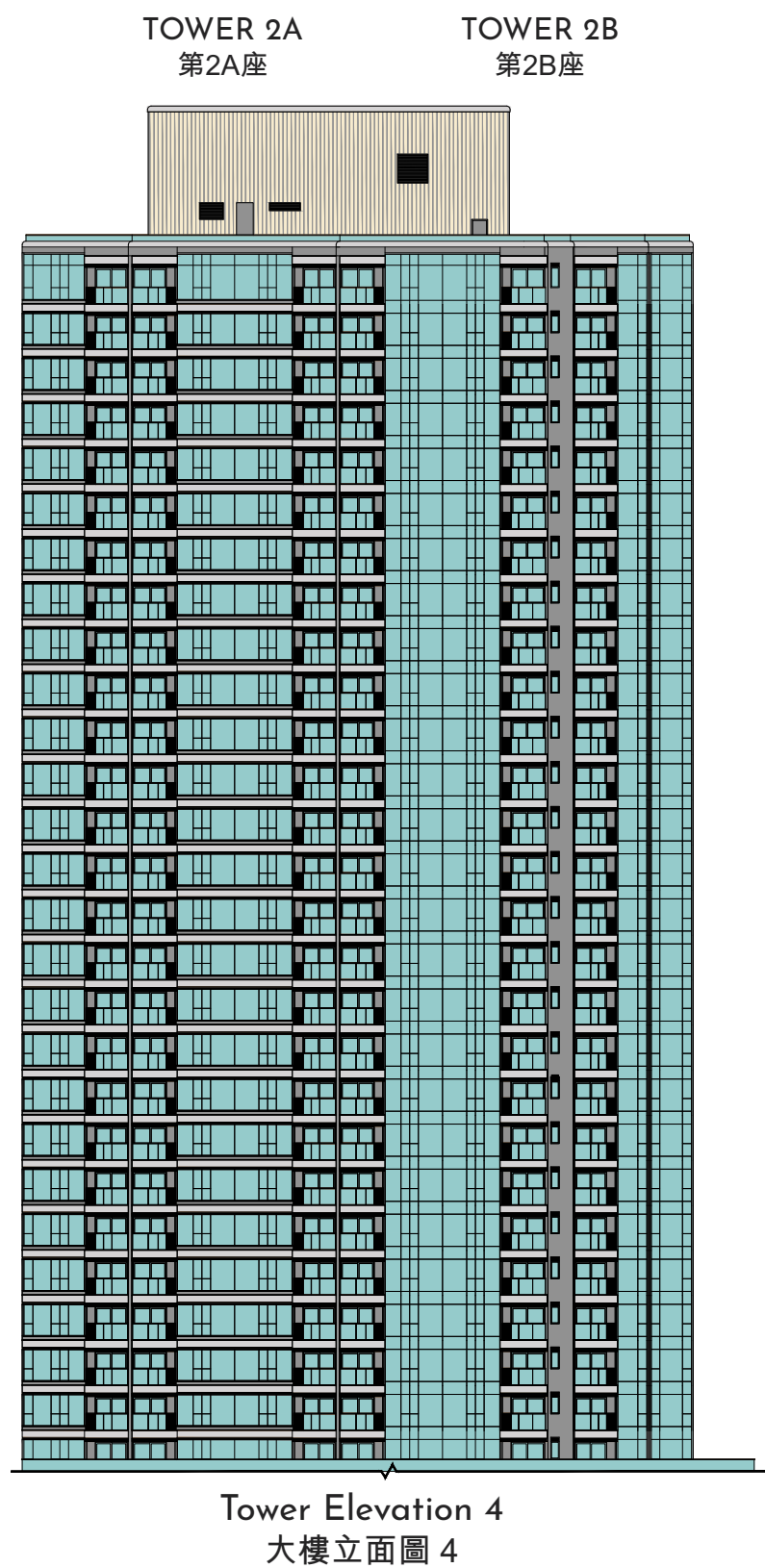
The Authorized Person for the Phase has certified that the elevations shown on these plans :

1. are prepared on the basis of the approved building plans for the Phase as of 23 June 2026 ;
2. are in general accordance with the outward appearance of the Phase.

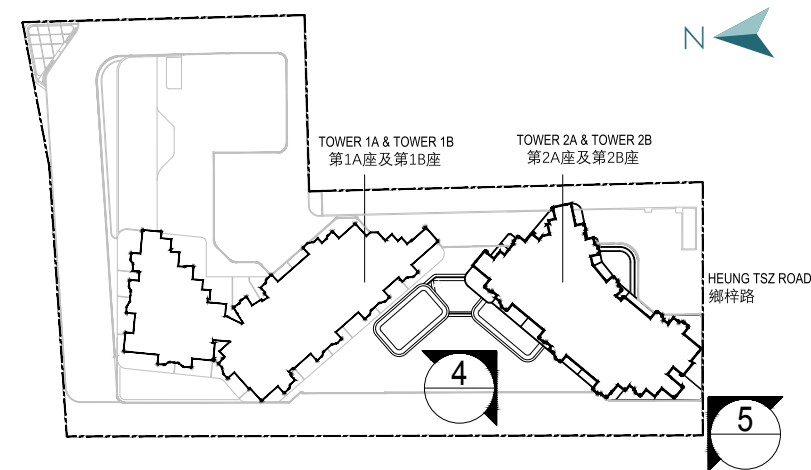
期數的認可人士已證明本圖所顯示的立面：

1. 以2026年6月23日的情況為準的期數經批准的建築圖則為基礎擬備；
2. 大致上與期數的外觀一致。

20 ELEVATION PLAN 立面圖



Key Plan
索引圖



The Authorized Person for the Phase has certified that the elevations shown on these plans :

1. are prepared on the basis of the approved building plans for the Phase as of 23 June 2026 ;
2. are in general accordance with the outward appearance of the Phase.

期數的認可人士已證明本圖所顯示的立面：

1. 以2026年6月23日的情況為準的期數經批准的建築圖則為基礎擬備；
2. 大致上與期數的外觀一致。

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INFORMATION ON COMMON FACILITIES IN THE PHASE
期數中的公用設施的資料

Common Facilities 公用設施	Covered Area 有上蓋遮蓋面積		Uncovered Area 沒有上蓋遮蓋面積		Total Area 總面積	
	sq.m. 平方米	sq.ft. 平方呎	sq.m. 平方米	sq.ft. 平方呎	sq.m. 平方米	sq.ft. 平方呎
Residents' clubhouse (including any recreational facilities for residents' use) 住客會所（包括供住客使用的任何康樂設施）	Not applicable 不適用					
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as a communal sky garden or otherwise) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方（不論是稱為公用空中花園或有其他名稱）						
Communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise) 位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方（不論是稱為有蓋及園景的遊樂場或有其他名稱）						

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

1. The address of the website at which a copy of the outline zoning plan relating to the Development is available: www.ozp.tpb.gov.hk

2. (a) A copy of the latest draft of every deed of mutual covenant in respect of the specified residential properties as at the date on which the specified residential properties are offered to be sold is available for inspection at the place at which the specified residential properties are offered to be sold.
(b) The inspection is free of charge.
1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk

2. (a) 指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿的文本存放在指明住宅物業的售樓處，以供閱覽。
(b) 無須為閱覽付費。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

1. Exterior Finishes				
Item		Description		
(a)	External wall	Type of finishes	Podium:	Glass wall, aluminium cladding, metal louvres, metal grille, tiles, stone cladding, glass cladding and stone texture paint.
			Residential tower:	Tiles, aluminium cladding, metal louvres, metal grille, curtain wall and glass cladding.
(b)	Window	Material of frame	Aluminium window frames.	
		Material of glass	Insulated Glass Unit (IGU) of clear glass and low-e coating glass for Master Bedroom and Bedroom; Tempered glass for Living and Dining Room; Tempered glass for Kitchen, if window is provided; Tempered obscured glass for Bathroom, if window is provided.	
(c)	Bay window	Material of bay window	Not applicable.	
		Finishes of window sill	Not applicable.	
(d)	Planter	Type of finishes	Not applicable.	
(e)	Verandah or balcony	Type of finishes	(i) Balcony Floor : Porcelain tiles (except for Flat C at 18/F of Tower 2A) Porcelain tiles and wooden deck (Applicable to Flat C at 18/F of Tower 2A) Wall : Aluminium cladding and tiles (if applicable). Ceiling : Aluminium false ceiling Balustrade : Aluminium frame with laminated tempered glass balustrade with aluminium top rail and vertical posts. Curb finished with tiles and aluminum cladding.	
			(ii) No verandah.	
		Whether it is covered	Balcony is covered.	
(f)	Drying facilities for clothing	Type	Not applicable.	
		Material	Not applicable.	

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

1. 外部裝修物料				
細項		描述		
(a)	外牆	裝修物料的類型	基座：	玻璃牆、鋁板、金屬百葉、金屬格柵、瓷磚、石蓋板、玻璃蓋板及仿石漆。
			住宅大樓：	瓷磚、鋁板、金屬百葉、金屬格柵、幕牆及玻璃蓋板。
(b)	窗	框的用料	鋁窗框。	
		玻璃的用料	清及低輻射鍍膜中空玻璃（IGU）於主人睡房及睡房； 鋼化玻璃於客廳及飯廳； 鋼化玻璃於廚房(如有窗)； 鋼化磨砂玻璃於浴室(如有窗)。	
(c)	窗台	窗台的用料	不適用。	
		窗台板的裝修物料	不適用。	
(d)	花槽	裝修物料的類型	不適用。	
(e)	陽台或露台	裝修物料的類型	(i) 露台 地台：高溫瓷磚（第2A座18樓C單位除外） 高溫瓷磚及木地台（適用於第2A座18樓C單位） 牆身：鋁板及瓷磚（如適用） 天花：鋁質假天花 圍欄：鋁質框鑲夾層鋼化玻璃圍欄及鋁質頂欄及企柱。圍邊鋪砌瓷磚及鋁板。	
			(ii) 沒有陽台。	
		是否有蓋	露台有蓋。	
(f)	乾衣設施	類型	不適用。	
		用料	不適用。	

• 不設4樓、13樓、14樓、24樓。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

2. Interior finishes					
Item		Description			
(a)	Lobby	Type of finishes	Wall	Floor	Ceiling
		Tower entrance lobbies at 2/F	Porcelain tiles, glass and plastic laminate with metal where exposed.	Porcelain tiles and metal trim where exposed.	Gypsum board false ceiling finished with emulsion paint, aluminium false ceiling finished with metal trim and plastic laminate where exposed.
		Lift lobbies on residential floors	Porcelain tiles, glass and plastic laminate with metal where exposed.	Porcelain tiles and metal trim where exposed.	Gypsum board false ceiling finished with emulsion paint, aluminium false ceiling finished with metal trim and plastic laminate where exposed.
		Towers lift lobby at B1/F, G/F, 1/F and 2/F	Emulsion paint where exposed.	Homogeneous tiles where exposed.	Fire-rated board false ceiling finished with internal paint where exposed.
		Shuttle lift lobby at B1/F, G/F, 1/F and 2/F	Porcelain tiles, glass and plastic laminate with metal where exposed.	Porcelain tiles, reconstituted stone and metal trim where exposed.	Gypsum board false ceiling finished with emulsion paint, aluminium false ceiling finished with metal trim where exposed.

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

2. 室內裝修物料					
細項		描述			
(a)	大堂	裝修物料的類型	牆壁	地板	天花板
		2樓各住宅大樓入口大堂	高溫瓷磚、玻璃、膠板及金屬飾面於外露位置。	高溫瓷磚及金屬線於外露位置。	髹乳膠漆之石膏板假天花、鋁質假天花、金屬線及膠板飾面於外露位置。
		住宅層升降機大堂	高溫瓷磚、玻璃、膠板及金屬飾面於外露位置。	高溫瓷磚及金屬線飾於外露位置。	髹乳膠漆之石膏板假天花、鋁質假天花、金屬線及膠板飾面於外露位置。
		地庫1樓、地下、1樓及2樓住宅大樓升降機大堂	髹乳膠漆於外露位置。	過底磚於外露位置。	髹室內油漆之防火板假天花於外露位置。
		地庫1樓、地下、1樓及2樓穿梭升降機大堂	高溫瓷磚、玻璃、膠板及金屬飾面於外露位置。	高溫瓷磚、人造石及金屬線於外露位置。	髹乳膠漆之石膏板假天花、鋁質假天花及金屬線飾面於外露位置。

• 不設4樓、13樓、14樓、24樓。

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

2. Interior finishes				
Item		Description		
(b)	Internal wall and ceiling	Type of finishes	Wall	Ceiling
		Living room, Dining room and Bedroom	Emulsion paint where exposed (Except for Flat C on 18/F of Tower 2A). Living room and dining room finished with wallpaper, wood veneer, metal and wooden trim where exposed. Master bedroom finished with wallpaper and metal where exposed. Bedroom 1 finished with wallpaper, wood veneer and metal where exposed (Applicable to Flat C on 18/F of Tower 2A).	Emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint (Except for Flat C on 18/F of Tower 2A). Living room and dining room finished with emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint, wood veneer and wooden cove light. Master bedroom and bedroom 1 finished with emulsion paint where exposed and gypsum board false ceiling finished with emulsion paint (Applicable to Flat C on 18/F of Tower 2A).

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

2. 室內裝修物料				
細項		描述		
(b)	內牆及天花板	裝修物料的類型	牆壁	天花板
		客廳、飯廳及睡房	外露牆身髹乳膠漆（第2A座18樓C單位除外）。 客廳及飯廳外露牆身以牆紙、木皮飾面、金屬及木飾條鋪砌；主人睡房外露牆身以牆紙及金屬鋪砌及睡房1外露牆身鋪砌牆紙、木皮飾面及金屬（適用於第2A座18樓C單位）。	外露天花板髹乳膠漆及石膏板假陣髹乳膠漆（第2A座18樓C單位除外）。 客廳及飯廳外露天花板髹乳膠漆及石膏板假陣髹乳膠漆及木皮飾面及木製燈槽；主人睡房及睡房1外露天花板髹乳膠漆及石膏板假天花髹乳膠漆（適用於第2A座18樓C單位）。

• 不設4樓、13樓、14樓、24樓。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

2. Interior finishes				
Item		Description		
(c)	Internal floor	Material	Floor	Skirting
		Living room, Dining room and Bedroom	Units with enclosed kitchen: Engineered timber flooring where exposed. Reconstituted stone border along edge of floor adjoining door to balcony and door to flat roof (Except for Flat C on 18/F of Tower 2A). Engineered timber flooring and metal trim where exposed. Natural stone border with metal trim along edge of floor adjoining door to balcony (Applicable to Flat C on 18/F of Tower 2A). Units with open kitchen: Engineered timber flooring and tiles where exposed. Reconstituted stone border along edge of floor adjoining door to balcony and door to flat roof.	Timber skirting with paint finish (Except for Flat C on 18/F of Tower 2A). Metal skirting (Applicable to Flat C on 18/F of Tower 2A).

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

2. 室內裝修物料				
細項		描述		
(c)	內部地板	用料	地板	牆腳線
		客廳、飯廳及睡房	獨立式廚房單位： 複合木地板鋪砌於外露位置。通往露台門及平台門之圍邊以人造石鋪砌（第2A座18樓C單位除外）。 複合木地板及金屬線鋪砌於外露位置。通往露台門之圍邊以天然石及金屬線鋪砌（適用於第2A座18樓C單位）。 開放式廚房單位： 複合木地板及瓷磚鋪砌於外露位置。通往露台門及平台門之圍邊以人造石鋪砌。	油漆面木腳線（第2A座18樓C單位除外）。 金屬腳線（適用於第2A座18樓C單位）。

• 不設4樓、13樓、14樓、24樓。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

2. Interior finishes						
Item		Description				
(e)	Kitchen	Type of finishes	Wall	Floor	Ceiling	Cooking bench
			Units with enclosed kitchen: Porcelain tiles and Special laminated glass (except those areas covered by kitchen cabinet and false ceiling ; areas covered by kitchen cabinet are finished with tiles).	Units with enclosed kitchen: Porcelain tiles (except those areas covered by kitchen cabinet).	Units with enclosed kitchen: Aluminium false ceiling Units with open kitchen: Gypsum board false ceiling finished with emulsion paint	Solid surface material.
			Units with open kitchen: Special laminated glass (except those areas covered by kitchen cabinet and false ceiling ; areas covered by kitchen cabinet are finished with tiles).	Units with open kitchen: Engineered timber flooring and reconstituted stone (except those areas covered by kitchen cabinet).		
			Wall	Floor	Ceiling	Cooking bench
			Natural stone and porcelain tiles (except those areas covered by false ceiling) for the below units:	Natural stone (except those areas covered by kitchen cabinet; areas covered by kitchen cabinet are finished with tiles) for the below units:	Emulsion paint where exposed and gypsum board false ceiling finished with emulsion paint for the below units:	Solid surface material.
			Tower	Floor	Flat	
			2A	18/F	C	

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

2. 室內裝修物料						
細項		描述				
(e)	廚房	裝修物料的類型	牆壁	地板	天花板	灶台
			獨立式廚房單位：高溫瓷磚及特色夾層玻璃（廚櫃背牆身及假天花以上除外；廚櫃之背部範圍鋪砌瓷磚）。 開放式廚房單位：特色夾層玻璃（廚櫃背牆身及假天花以上除外；廚櫃之背部範圍鋪砌瓷磚）。	獨立式廚房單位：高溫瓷磚（廚櫃底除外）。 開放式廚房單位：複合木地板及人造石（廚櫃底除外）。	獨立式廚房單位：鋁質假天花。 開放式廚房單位：石膏板假天花髹乳膠漆。	實心面材。
			牆壁	地板	天花板	灶台
			天然石及高溫瓷磚（假天花以上除外）於以下單位：	天然石（廚櫃底除外；廚櫃底部範圍鋪砌瓷磚）於以下單位：	外露天花板髹乳膠漆及石膏板假天花髹上乳膠漆於以下單位：	實心面材。
			座	樓層	單位	
			2A	18樓	C	

• 不設4樓、13樓、14樓、24樓。

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

2. Interior finishes			
Item		Description	
(e)	Kitchen	Whether the wall finishes run up to the ceiling:	Wall finishes run up to the false ceiling.

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

2. 室內裝修物料			
細項		描述	
(e)	廚房	牆壁的裝修物料是否鋪至天花板	牆身裝修物料鋪砌至假天花。

• 不設4樓、13樓、14樓、24樓。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings						
Item		Description				
(a)	Doors		Material	Finishes	Accessories	
		Flat main entrance door	Solid core fire rated timber door.	Wood veneer and metal trim.	Lockset, concealed door closer, door hinges, smoke seal, door stopper and eye viewer.	
		Balcony door/ Utility platform door / Private flat roof door	Aluminium framed door with tempered glass.	Fluorocarbon coated aluminium frame.	Door handle and lockset.	
		Bedroom door	Hollow core timber door.	Paint and metal trim.	Door handle, lockset, door hinges and door stopper.	
		Kitchen door (except open kitchen)	Solid core fire rated timber door with fire rated glass.	Paint and metal trim (except Flat C on 18/F of Tower 2A). Wood veneer and metal (applicable for Flat C on 18/F of Tower 2A).	Door handle, concealed door closer, door hinges and door stopper (except Flat C on 18/F of Tower 2A). Door handle, concealed door closer, door hinges and lockset (applicable for Flat C on 18/F of Tower 2A).	
		Bathroom door (except Flat C on 18/F of Tower 2A)	Hollow core timber door.	Paint.	Door handle, lockset, hook, door hinges and door stopper.	
			Timber louvre is provided for door of the following bathrooms:			
			Tower	Floor	Flat	
	2A	3/F, 5/F-12/F, 15/F-23/F	B, D, E			
	2B	& 25/F - 33/F	A, B, C, D, E, F, G			
	Bathroom door (applicable for Flat C on 18/F of Tower 2A)	Hollow core timber door.	Wood veneer.	Door handle, lockset, door hinges and door stopper.		

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

3. 室內裝置

細項		描述						
(a)	門		用料	裝修物料	配件			
		單位主入口門	實心防火木門。	木皮飾面及金屬線。	門鎖、暗藏氣鼓、門鉸、防煙條、門擋及防盜眼。			
		露台/工作平台/私人平台門	鋁質框門鑲強化玻璃。	氟碳塗層鋁框。	門把手及門鎖。			
		睡房門	空心木門。	油漆及金屬線。	門把手、門鎖、門鉸及門擋。			
		廚房門（開放式廚房除外）	實心防火木門及防火玻璃。	油漆及金屬線（第2A座18樓C單位除外）。	門把手、暗藏氣鼓、門鉸及門擋。（第2A座18樓C單位除外）。			
				木皮飾面及金屬（適用於第2A座18樓C單位）。	門把手、暗藏氣鼓、門鉸及門鎖。（適用於第2A座18樓C單位）。			
		浴室門（第2A座18樓C單位除外）	空心木門。	油漆。	門把手、門鎖、掛鉤、門鉸及門擋。			
				以下浴室門配以木百葉：				
<table><tr><th>座</th><th>樓層</th><th>單位</th></tr><tr><td>2A</td><td rowspan="2">3樓、5樓至12樓、15樓至23樓及25樓至33樓</td><td>B, D, E</td></tr><tr><td>2B</td><td>A, B, C, D, E, F, G</td></tr></table>	座			樓層	單位	2A	3樓、5樓至12樓、15樓至23樓及25樓至33樓	B, D, E
座	樓層	單位						
2A	3樓、5樓至12樓、15樓至23樓及25樓至33樓	B, D, E						
2B		A, B, C, D, E, F, G						
浴室門（適用於第2A座18樓C單位）	空心木門。	木皮飾面。	門把手、門鎖、門鉸及門擋。					

• 不設4樓、13樓、14樓、24樓。

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

3. Interior fittings			
Item		Description	
(b)	Bathroom	Type of fittings and equipment	Material of fittings and equipment
		Countertop	Reconstituted stone (except for Flat C at 18/F of Tower 2A). Natural stone (Applicable to Flat C on 18/F of Tower 2A).
		Vanity counter	Wooden vanity cabinet finished with plastic laminate and metal.
		Mirror cabinet	Wooden mirror cabinet finished with plastic laminate and metal (except for Flat C at 18/F of Tower 2A). Wooden mirror cabinet finished with plastic laminate and metal (Applicable to Flat C on 18/F of Tower 2A).
		Basin mixer	Chrome-plated (except for Flat C at 18/F of Tower 2A). Stainless steel (Applicable to Flat C on 18/F of Tower 2A).
		Toilet paper holder	Stainless steel.
		Shelves (Applicable to Flat C on 18/F of Tower 2A)	Metal shelves.
		Towel bar and towel hook (Applicable to Flat C on 18/F of Tower 2A)	Stainless steel.
		Wash basin	Vitreous china.
		Water closet	Vitreous china.

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

3. 室內裝置			
細項		描述	
(b)	浴室	裝置及設備的類型	裝置及設備的用料
		櫃台面	人造石（第2A座18樓C單位除外）。 天然石（適用於第2A座18樓C單位）。
		面盆櫃	木製面盆櫃配膠板飾面及金屬。
		鏡櫃	木製鏡櫃配膠板飾面及金屬（第2A座18樓C單位除外）。 木製鏡櫃配膠板飾面及金屬（適用於第2A座18樓C單位）。
		洗手盆水龍頭	鍍鉻（第2A座18樓C單位除外）。 不銹鋼（適用於第2A座18樓C單位）。
		廁紙架	不銹鋼。
		層架（適用於第2A座18樓C單位）	金屬層架。
		毛巾架及毛巾掛鉤（適用於第2A座18樓C單位）	不銹鋼。
		洗手盆	陶瓷。
		坐廁	陶瓷。

• 不設4樓、13樓、14樓、24樓。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings			
Item		Description	
(b)	Bathroom	Type of water supply system	Material of water supply system
		Cold and hot water supply system	Copper pipes.
		Flushing water supply system	UPVC pipes.
		Type of bathing facilities (including shower or bath tub (if applicable))	Material of bathing facilities
		Bath tub (size: 1500mmL x 700mmW x 410mmH) with bath tub mixer, curtain rod and shower set	Enameled steel bath tub with stainless steel curtain rod, chrome-plated bath tub mixer and shower set.
		Shower compartment with shower set	Tempered glass shower compartment with chrome-plated shower mixer and shower set (except for Flat C at 18/F of Tower 2A). Tempered glass shower compartment with stainless steel shower mixer and shower set with overhead shower (Applicable to Flat C on 18/F of Tower 2A).
(c)	Kitchen	Material of sink unit	Stainless steel (except Flat C on 18/F of Tower 2A). Granite (applicable for Flat C on 18/F of Tower 2A).
		Material of water supply system	Copper pipes.
		Material and finishes of kitchen cabinet	Wooden kitchen cabinet finished with metal and plastic laminate.
		Type of all other fittings and equipment	For the provision of the fire service installations and equipment fitted in or near open kitchen, including smoke detectors and sprinkler heads, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".

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

3. 室內裝置			
細項		描述	
(b)	浴室	供水系統的類型	供水系統的用料
		冷熱水供應系統	銅喉管。
		沖水供應系統	膠喉管。
		沐浴設施的類型 (包括花灑或浴缸(如適用))	沐浴設施的用料
		浴缸(呎吋: 1500毫米長 x 700毫米闊 x 410毫米高)配以浴缸水龍頭, 浴簾桿及花灑套裝	搪瓷鋼板浴缸配以不銹鋼浴簾桿、鍍鉻浴缸水龍頭及花灑套裝。
		淋浴間配以花灑套裝	鋼化玻璃淋浴間及鍍鉻淋浴龍頭及花灑套裝(第2A座18樓C單位除外)。 鋼化玻璃淋浴間及不銹鋼淋浴龍頭及花灑套裝連頂頭花灑(適用於第2A座18樓C單位)。
(c)	廚房	洗滌盆的用料	不銹鋼(第2A座18樓C單位除外)。 花崗石(適用於第2A座18樓C單位)。
		供水系統的用料	銅喉管。
		廚櫃的用料及裝修物料	木製廚櫃配以金屬及膠板飾面組成。
		所有其他裝置及設備的類型	開放式廚房內或附近的消防裝置及設備, 包括煙霧探測器及消防花灑頭, 請參考「住宅物業機電裝置數量說明表」。

• 不設4樓、13樓、14樓、24樓。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings			
Item		Description	
(d)	Bedroom	Type and material of fittings (including built-in wardrobe)	Master bedroom fitted timber double bed finished with wood veneer, timber bed headboard finished with fabric, wood veneer and metal finishes, timber open shelves wardrobe finished with wood veneer and metal rack, timber open shelving cabinet finished with wood veneer, metal finishes and leather, timber make up desk finished with metal, wood veneer, leather and glass, metal curtain track and wooden pelmet. Bedroom 1 fitted timber open shelving cabinet finished with wood veneer, metal curtain track and wooden pelmet. (Applicable to Flat C on 18/F of Tower 2A)
(e)	Telephone	Location and number of connection points	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".
(f)	Aerials	Location and number of connection points	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".
(g)	Electrical installations	Electrical fittings (including safety devices)	Please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties". Miniature Circuit Breaker (MCB) board completed with residual current protection is provided for all flats.
		Whether conduits are concealed or exposed	Conduits are concealed in part and exposed in part. Other than those parts of the conduits concealed within concrete, the rest of them are exposed. Exposed conduits may be covered or hidden by false ceiling, bulkheads, cabinets, cladding, non-concrete partition walls, designated pipe ducts or other materials.
		Location and number of power points and air-conditioner points	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".

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

3. 室內裝置			
細項		描述	
(d)	睡房	裝置（包括嵌入式衣櫃）的類型及用料	主人睡房設木製雙人床配木皮飾面、木製床頭板配布、木皮飾面及金屬飾面、木製開放式衣櫃配木皮飾面及金屬架、木製開放式層架櫃配木皮飾面、金屬飾面及皮革、木製梳妝檯配金屬、木皮飾面、皮革及玻璃、金屬窗簾軌及木擋板。睡房1設木製開放式層架櫃配木皮飾面、金屬窗簾軌及木擋板（適用於第2A座18樓C單位）。
(e)	電話	接駁點的位置及數目	請參閱「住宅物業機電裝置數量說明表」。
(f)	天線	接駁點的位置及數目	請參閱「住宅物業機電裝置數量說明表」。
(g)	電力裝置	供電附件（包括安全裝置）	請參閱「住宅物業機電裝置數量說明表」。 所有單位均裝有總電掣箱及包括漏電保護。
		導管是隱藏或外露	導管部份隱藏及部份外露。 除部份隱藏於混凝土內之導管外，其他部份的導管均為外露。 外露的導管可能被假天花、假陣、儲物櫃、覆蓋層、非混凝土間牆，指定之管道或其他物料遮蓋或掩藏。
		電插座及空調機接駁點的位置及數目	請參考「住宅物業機電裝置數量說明表」。

• 不設4樓、13樓、14樓、24樓。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

3. Interior fittings			
Item		Description	
			Fittings
(h)	Gas supply	Type	Towngas.
		System	Towngas pipes are installed and connected to gas appliances.
		Location	Tower 2A: Flat A, B, C, D & E of 3/F, 5/F-12/F, 15/F-23/F and 25/F-33/F Tower 2B: Flat A, B, C, D, E, F & G of 3/F, 5/F-12/F, 15/F-23/F and 25/F-33/F
(i)	Washing machine connection point	Location and Design	Water inlet connection point of a design of 22 mm in diameter and water outlet connection point of a design of 40mm in diameter are provided for washing machine inside kitchen cabinet.
(j)	Water supply	Material of water pipes	Copper pipes are used for cold and hot water supply system. UPVC pipes are used for flushing water system.
		Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed. Other than those parts of the water pipes concealed within concrete, the rest of the water pipes are exposed. Exposed water pipes may be covered or hidden by false ceiling, bulkheads, cladding, cabinets, non-concrete partition wall, designated pipe ducts or other materials.
		Whether hot water is available	Hot water supply is available.

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

3. 室內裝置			
細項		描述	
			裝置
(h)	氣體供應	類型	煤氣。
		系統	煤氣喉管及接駁至住宅單位煤氣設備。
		位置	第2A座： 3樓，5樓至12樓，15樓至23樓，25樓至33樓 A、B、C、D及E單位 第2B座： 3樓，5樓至12樓，15樓至23樓，25樓至33樓 A、B、C、D、E、F及G單位
(i)	洗衣機接駁點	位置及設計	廚櫃內設有洗衣機來水接駁喉位（其設計為直徑22毫米）及去水接駁喉位（其設計為直徑40毫米）。
(j)	供水	水管的用料	冷熱水供水系統採用銅喉管，沖水供水系統採用膠喉管。
		水管是隱藏或外露	水管部份隱藏及部份外露。除部份隱藏於混凝土內之水管外，其他部份的水管均為外露。外露的水管可能被假天花、假陣、覆蓋層、儲物櫃、非混凝土間隔牆、指定之管道或其他物料遮蓋或掩藏。
		有否熱水供應	有熱水供應。

• 不設4樓、13樓、14樓、24樓。

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

4. Miscellaneous				
Item		Description		
(a)	Lifts	(i) Brand name and model number	(ii) Number and floors served by them	
			6 numbers of lifts are provided for Tower 2A and Tower 2B:	
			Tower	Lift no. No. of floors served
		HITACHI MCA-900-CO180	2A	L8 and L9 2/F-3/F, 5/F-12/F, 15/F-23/F and 25/F-33/F
		HITACHI MCA-1250-CO180	2B	L10 B1/F, G/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F and Roof floor
		HITACHI MCA-900-CO180	2B	L11, L12 and L13 2/F-3/F, 5/F-12/F, 15/F-23/F and 25/F-33/F
(b)	Letter box	Material	Stainless steel.	
(c)	Refuse collection	(i) Means of refuse collection	Collected by cleaners.	
		(ii) Location of refuse room	Refuse storage and material recovery room is located at each residential floor. Refuse storage and material recovery chamber is located at B1/F.	

In relation to item 4(a) and 6 in the Phase specified in the above table, the vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

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

4. 雜項				
細項		描述		
(a)	升降機	(i) 品牌名稱及產品型號	(ii) 升降機的數目及到達的樓層	
			設有6部載客升降機供第2A座及第2B座：	
			座	升降機號碼 到達的樓層
		HITACHI MCA-900-CO180	2A	L8及L9 2樓至3樓、5樓至12樓、15樓至23樓及25樓至33樓
		HITACHI MCA-1250-CO180	2B	L10 地庫1樓、地下、1樓至3樓、5樓至12樓、15樓至23樓、25樓至33樓及天台
		HITACHI MCA-900-CO180	2B	L11、L12及L13 2樓至3樓、5樓至12樓、15樓至23樓及25樓至33樓
(b)	信箱	用料	不銹鋼。	
(c)	垃圾收集	(i) 垃圾收集的方法	由清潔工人收集垃圾。	
		(ii) 垃圾房的位置	垃圾及物料回收室位於每層住宅樓層。 垃圾及物料回收房設於地庫1樓。	

有關於期數在上述列表所指明之第 4(a) 及第 6 細項，賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

- 不設4樓、13樓、14樓、24樓。

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

4. Miscellaneous				
Item		Description		
(d)	Water meter, electricity meter and gas meter		(i) Location	(ii) Whether they are separate or communal meters for residential properties
		Water meter	In water meter cabinet on each residential floor.	Separate meter.
		Electricity meter	In electric meter room on each residential floor.	Separate meter.
		Gas meter	In utility platform or private flat roof of each flats.	Separate meter.

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

4. 雜項				
細項		描述		
(d)	水錶、電錶及氣體錶		(i) 位置	(ii) 就住宅單位而言是獨立或公用的錶
		水錶	每層住宅樓層之水錶櫃內。	獨立錶。
		電錶	每層住宅樓層之電錶房內。	獨立錶。
		氣體錶	每個住宅單位之工作平台/私人平台內。	獨立錶。

• 不設4樓、13樓、14樓、24樓。

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

5. Security Facilities	
Item	Description
Security system and equipment (including details of built-in provisions and their locations)	CCTV cameras are provided at entrances of the development area, entrance lobbies of each residential tower, external area, clubhouse, carpark, basement lift lobbies and lift car and connected to the caretaker office. Smart card readers for access control are provided at entrance lobbies of each residential tower, carpark lift lobbies, clubhouse entrance and inside tower lifts.

6. Appliances	
Item	Description
Brand name and model number	Please refer to the "Appliances Schedule".

In relation to item 4(a) and 6 in the Phase specified in the above table, the vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

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

5. 保安設施	
細項	描述
保安系統及設備 (包括嵌入式的裝備的細節及其位置)	發展項目之入口、每座住宅大廈之入口大堂、室外位置、會所、停車場、地庫升降機大堂及升降機內均裝設閉路電視接駁到保安人員辦事處。 每座住宅大廈之入口大堂、停車場升降機大堂、會所入口及大廈升降機內均裝有智能卡讀卡器作出入管理之用途。

6. 設備	
細項	描述
品牌名稱及產品型號	請參閱“設備說明表”。

有關於期數在上述列表所指明之第 4(a) 及第 6 細項，賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

- 不設4樓、13樓、14樓、24樓。

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

Tower 2A 第 2A 座
Appliances Schedule 設備說明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 型號	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓				
				A	B	C	D	E
Living Room and Dining Room, Master Bedroom, Bedroom 1 客廳及飯廳、 主人睡房、 睡房 1	Multi Split Type Air-Conditioner (Indoor Unit) 多聯型分體式空調機（室內機）	Daikin 大金	CTXM35RVMN	-	V	-	-	V
			CTXM50RVMN	-	V	-	-	V
	Multi Split Type Air-Conditioner (Outdoor Unit) 多聯型分體式空調機（室外機）		5MXM100RVMA	-	V	-	-	V
	Variable Refrigerant Volume Air-Conditioner (Indoor Unit) 可變冷媒流量空調機（室內機）		FXAQ25AVM	V	-	V	V	-
			FXAQ32AVM	V	-	V	V	-
			FXAQ63AVM	V	-	V	V	-
	Variable Refrigerant Volume Air-Conditioner (Outdoor Unit) 可變冷媒流量空調機（室外機）		RJZQ5BAV	V	-	V	V	-

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

- Notes :
- The symbol "V" as shown in the above table denotes such appliance(s) is/are provided and/or installed in the residential unit.
 - The symbol " - " as shown in the above table denotes "Not provided" or "Not applicable".

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

- 備註：
- 上表內之「V」代表此設備於該住宅單位內提供及/或安裝。
 - 上表內之「-」代表「不提供」或「不適用」。

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

Tower 2A 第 2A 座
Appliances Schedule 設備說明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 型號	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓				
				A	B	C	D	E
Living Room and Dining Room 客廳及飯廳	Microwave Oven with Grill 微波燒烤爐	Siemens 西門子	BE525LMSOH	-	V	-	-	V
	1-door Refrigerator 單門雪櫃		KI42LADD1K	-	V	-	-	V
	2-door Refrigerator 雙門雪櫃		KI86NHFD0K	-	-	-	V	-
Open Kitchen / Kitchen 開放式廚房 / 廚房	Microwave Oven with Grill 微波燒烤爐		BE525LMSOH	V	-	V	V	-
	Built-in Steam Oven 嵌入式蒸爐		CD714GXB1W	V	-	V	V	-
	Telescopic Cooker Hood 拉趟式抽油煙機		LI67SA531B	V	V	V	V	V
	2-Zone Induction Hob 電磁煮食爐（雙爐頭）		EH375FBB1E	-	V	-	V	V
	Town Gas Wok Burner 煤氣煮食爐（炒鑊用）		ER3A6AB70X	V	-	V	V	-

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

- Notes :
- The symbol "V" as shown in the above table denotes such appliance(s) is/are provided and/or installed in the residential unit.
 - The symbol " - " as shown in the above table denotes "Not provided" or "Not applicable".

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

- 備註：
- 上表內之「V」代表此設備於該住宅單位內提供及/或安裝。
 - 上表內之「-」代表「不提供」或「不適用」。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Tower 2A 第 2A 座
Appliances Schedule 設備說明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 型號	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓				
				A	B	C	D	E
Open Kitchen / Kitchen 開放式廚房 / 廚房	Town Gas Double Burner 煤氣煮食爐 (雙爐頭)	Siemens 西門子	ER3A6BB70X	V	-	V	-	-
	2-door Refrigerator 雙門雪櫃		KI86NHFD0K	V	-	V	-	-
	2 in 1 Washer & Dryer 2合1洗衣乾衣機		WK14S251HK	V	V	V	V	V
	Gas Water Heater 煤氣熱水爐	TGC	TRJW222TFQL	V	-	V	-	-
	Duct Type Ventilation Fan 風喉式抽氣扇	Ostberg 奧斯博格	LPK-S 125 A1	V	-	V	-	-
Bathroom 浴室	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE3H2	V	V	V	V	V
	Duct Type Ventilation Fan 風喉式抽氣扇	Ostberg 奧斯博格	LPK-S 125 A1	*-	V	-	V	V
Balcony / Utility Platform (Except flats on 3/F) or Private Flat Roof (Applicable to flats on 3/F) 露台 / 工作平台 (3樓之單位除外) 或 私人平台 (適用於3樓之單位)	Gas Water Heater 煤氣熱水爐	TGC	RBOX16QL / RBOX16QR	-	V	-	V	V

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

- Notes :
- The symbol "V" as shown in the above table denotes such appliance(s) is/are provided and/or installed in the residential unit.
 - The symbol " - " as shown in the above table denotes "Not provided" or "Not applicable".
 - * Duct Type Ventilation Fan is provided for Flat A on 3/F of Tower 2A.

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

- 備註：
- 上表內之「V」代表此設備於該住宅單位內提供及/或安裝。
 - 上表內之「-」代表「不提供」或「不適用」。
 - * 第 2A 座 3 樓 A 單位提供風喉式抽氣扇。

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

Tower 2B 第 2B 座
Appliances Schedule 設備說明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 型號	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
				A	B	C	D	E	F	G
Living Room and Dining Room, Master Bedroom, Bedroom 1, Bedroom 2 客廳及飯廳、 主人睡房、 睡房 1、睡房 2	Variable Refrigerant Volume Air-Conditioner (Indoor Unit) 可變冷媒流量空調機（室內機）	Daikin 大金	FXAQ25AVM	V	V	V	V	V	V	V
			FXAQ32AVM	V	V	V	V	V	V	V
			FXAQ63AVM	V	V	V	V	V	V	V
	Variable Refrigerant Volume Air-Conditioner (Outdoor Unit) 可變冷媒流量空調機（室外機）		RJZQ5BAV	-	-	V	V	V	V	V
			RJLQ6BAV	V	V	-	-	-	-	-

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

- Notes :
1. The symbol "V" as shown in the above table denotes such appliance(s) is/are provided and/or installed in the residential unit.
 2. The symbol " - " as shown in the above table denotes "Not provided" or "Not applicable".

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

- 備註：
1. 上表內之「V」代表此設備於該住宅單位內提供及/或安裝。
 2. 上表內之「-」代表「不提供」或「不適用」。

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

Tower 2B 第 2B 座
Appliances Schedule 設備說明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 型號	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
				A	B	C	D	E	F	G
Living Room and Dining Room 客廳及飯廳	2-door Refrigerator 雙門雪櫃	Siemens 西門子	KI86NHFDOK	V	V	-	V	V	-	-
	Network Switch 網絡交換器	TP-Link	TL-SG108PE	V	V	-	-	-	-	-
Open Kitchen / Kitchen 開放式廚房 / 廚房	Microwave Oven with Grill 微波燒烤爐	Siemens 西門子	BE525LMSOH	V	V	V	V	V	V	V
	Built-in Steam Oven 嵌入式蒸爐		CD714GXB1W	-	-	V	V	V	V	V
	Built-in Combination Steam Oven 嵌入式蒸焗爐		CS589ABSOH	V	V	-	-	-	-	-
	Telescopic Cooker Hood 拉趟式抽油煙機		LI67SA531B	-	-	V	V	V	V	V
			LI97SA531B	V	V	-	-	-	-	-
	2-Zone Induction Hob 電磁煮食爐（雙爐頭）		EH375FBB1E	V	V	-	V	V	-	-
	Town Gas Wok Burner 煤氣煮食爐（炒鑊用）		ER3A6AB7OX	V	V	V	V	V	V	V

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

- Notes :
- The symbol "V" as shown in the above table denotes such appliance(s) is/are provided and/or installed in the residential unit.
 - The symbol " - " as shown in the above table denotes "Not provided" or "Not applicable".

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

- 備註：
- 上表內之「V」代表此設備於該住宅單位內提供及/或安裝。
 - 上表內之「-」代表「不提供」或「不適用」。

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

Tower 2B 第 2B 座
Appliances Schedule 設備說明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 型號	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
				A	B	C	D	E	F	G
Open Kitchen / Kitchen 開放式廚房 / 廚房	Town Gas Double Burner 煤氣煮食爐 (雙爐頭)	Siemens 西門子	ER3A6BB70X	-	-	V	-	-	V	V
	2-door Refrigerator 雙門雪櫃		KI86NHFD0K	-	-	V	-	-	V	V
	2 in 1 Washer & Dryer 2合1洗衣乾衣機		WK14S251HK	V	V	V	V	V	V	V
	Gas Water Heater 煤氣熱水爐	TGC	TRJW222TFQL	-	-	V	-	-	V	V
	Duct Type Ventilation Fan 風喉式抽氣扇	Ostberg 奧斯博格	LPK-S 125 A1	-	-	V	-	-	V	V
Bathroom 浴室	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE3H2	V	V	V	V	V	V	V
	Duct Type Ventilation Fan 風喉式抽氣扇	Ostberg 奧斯博格	LPK-S 125 A1	V	V	V	V	V	V	V

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

- Notes :
- The symbol "V" as shown in the above table denotes such appliance(s) is/are provided and/or installed in the residential unit.
 - The symbol " - " as shown in the above table denotes "Not provided" or "Not applicable".

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

- 備註：
- 上表內之「V」代表此設備於該住宅單位內提供及/或安裝。
 - 上表內之「-」代表「不提供」或「不適用」。

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

Tower 2B 第 2B 座
Appliances Schedule 設備說明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 型號	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
				A	B	C	D	E	F	G
Balcony / Utility Platform (Except flats on 3/F) or Private Flat Roof (Applicable to flats on 3/F) 露台 / 工作平台 (3 樓之單位除外) 或 私人平台 (適用於 3 樓之單位)	Gas Water Heater 煤氣熱水爐	TGC	RBOX16QL / RBOX16QR	V	V	-	V	V	-	-

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

- Notes :
1. The symbol "V" as shown in the above table denotes such appliance(s) is/are provided and/or installed in the residential unit.
 2. The symbol " - " as shown in the above table denotes "Not provided" or "Not applicable".

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

- 備註：
1. 上表內之「V」代表此設備於該住宅單位內提供及/或安裝。
 2. 上表內之「-」代表「不提供」或「不適用」。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 2A 第2A座						Tower 2B 第2B座						
		3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F (Except Flat C of 18/F) 3樓、5樓至12樓、15樓至23樓及25樓至33樓 (18樓C單位除外)					18/F 18樓	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
		A	B	C	D	E	C	A	B	C	D	E	F	G
Living Room and Dining Room 客廳及飯廳	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13A 雙位電插座	3	2	3	3	2	1	5	5	3	3	3	3	3
	13A Single Socket Outlet 13A 單位電插座	-	1	1	-	-	4	1	-	-	-	-	-	1
	13A Single Socket Outlet (Connected with Kitchen Appliance) 13A 單位電插座 (已接駁廚房設備)	-	2	-	1	2	-	1	1	-	1	1	-	-
	TV / FM Outlet 電視 / 電台插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	Data Outlet 數據位	-	-	-	-	-	-	1	1	-	-	-	-	-
	Fibre Outlet 光纖位	2	2	2	2	2	2	2	2	2	2	2	2	2
	Lighting Switch 燈掣	7	2	7	6	2	5	7	7	7	6	6	7	7
	Lighting Point 燈位	4	2	4	4	2	9	5	5	5	4	4	5	5
	Switch for Kitchen Exhaust Fan / Water Heater 廚房抽氣扇 / 熱水爐開關掣	1	-	1	-	-	1	-	-	1	-	-	1	1

Remarks :

- "1, 2, ..." denotes the quantity of such provision(s) provided in the residential property.
- "-" denotes "not applicable".
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate(s).
- 4/F, 13/F, 24/F and 24/F are omitted.

備註 :

- "1, 2, ..." 表示提供於該住宅物業內的裝置數量。
- "-" 代表 "不適用"。
- 說明表所顯示的燈掣數量是表示燈掣面板的數量。
- 不設4樓、13樓、14樓及24樓。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 2A 第2A座					Tower 2B 第2B座						
		3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓					3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
		A	B	C	D	E	A	B	C	D	E	F	G
Living Room and Dining Room 客廳及飯廳	Switch for Water Heater 熱水爐開關掣	-	1	-	1	1	1	1	-	1	1	-	-
	Switch for Exhaust Fan / Thermo Ventilator 抽氣扇 / 浴室寶開關掣	* -	-	-	1	-	1	1	1	1	1	1	-
	Switch for Thermo Ventilator 浴室寶開關掣	**1	-	1	-	-	-	-	-	-	-	-	1
	Miniature Circuit Breakers Board 電力配電箱連微型斷路器	-	-	1	-	-	1	1	1	-	-	1	1
	Smoke Detector with Sounder Base 煙霧探測器及蜂鳴底座	-	1	-	1	1	1	1	-	1	1	-	-

- Remarks :
- "1, 2, ..." denotes the quantity of such provision(s) provided in the residential property.
 - "-" denotes "not applicable".
 - The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate(s).
 - 4/F, 13/F, 24/F and 24/F are omitted.
 - * 1 switch for exhaust fan / thermo ventilator is provided for Flat A on 3/F of Tower 2A.
 - ** No switch for thermo ventilator is provided for Flat A on 3/F of Tower 2A.

- 備註：
- "1, 2, ..." 表示提供於該住宅物業內的裝置數量。
 - "-" 代表“不適用”。
 - 說明表所顯示的燈掣數量是表示燈掣面板的數量。
 - 不設4樓、13樓、14樓及24樓。
 - * 第2A座3樓A單位抽氣扇 / 浴室寶開關掣數量為1。
 - ** 第2A座3樓A單位浴室寶開關掣數量為0。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 2A 第2A座						Tower 2B 第2B座						
		3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F (Except Flat C of 18/F) 3樓、5樓至12樓、15樓至23樓及25樓至33樓 (18樓C單位除外)					18/F 18樓	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
		A	B	C	D	E	C	A	B	C	D	E	F	G
Master Bedroom 主人睡房	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13A 雙位電插座	2	2	2	2	2	-	3	3	2	2	2	2	2
	13A Single Socket Outlet 13A 單位電插座	-	-	-	-	-	3	-	-	-	-	-	-	-
	Fused Spur Unit 接線位連保險絲	-	-	-	-	-	1	-	-	-	-	-	-	-
	TV / FM Outlet 電視 / 電台插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	-	-	-	-	-	-	1	1	-	-	-	-	-
	Data Outlet 數據位	-	-	-	-	-	-	1	1	-	-	-	-	-
	Switch for Exhaust Fan / Thermo Ventilator 抽氣扇 / 浴室寶 開關掣	-	1	-	-	1	-	-	-	-	-	-	-	-
	Lighting Switch 燈掣	1	2	1	1	2	2	1	1	1	1	1	1	1
	Lighting Point 燈位	2	1	2	1	1	2	1	2	2	1	1	2	2

Remarks :

- "1, 2, ..." denotes the quantity of such provision(s) provided in the residential property.
- "-" denotes "not applicable".
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate(s).
- 4/F, 13/F, 24/F and 24/F are omitted.

備註 :

- "1, 2, ..." 表示提供於該住宅物業內的裝置數量。
- "-" 代表 "不適用"。
- 說明表所顯示的燈掣數量是表示燈掣面板的數量。
- 不設4樓、13樓、14樓及24樓。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 2A 第2A座						Tower 2B 第2B座						
		3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F (Except Flat C of 18/F) 3樓、5樓至12樓、15樓至23樓及25樓至33樓 (18樓C單位除外)					18/F 18樓	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
		A	B	C	D	E	C	A	B	C	D	E	F	G
Bedroom 1 睡房 1	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	1	-	1	1	-	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13A 雙位電插座	2	-	2	2	-	-	2	2	2	2	2	2	2
	13A Single Socket Outlet 13A 單位電插座	-	-	-	-	-	2	-	-	-	-	-	-	-
	TV / FM Outlet 電視 / 電台插座	1	-	1	1	-	-	1	1	1	1	1	1	1
	Data Outlet 數據位	-	-	-	-	-	-	1	1	-	-	-	-	-
	Lighting Switch 燈掣	1	-	1	1	-	1	*1	1	1	1	1	1	1
	Lighting Point 燈位	1	-	1	1	-	2	1	1	1	1	1	1	1

Remarks :

- "1, 2, ..." denotes the quantity of such provision(s) provided in the residential property.
- "-" denotes "not applicable".
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch on/off button(s).
- 4/F, 13/F, 24/F and 24/F are omitted.
- * 2 lighting switch are provided for Flat A on 3/F of Tower 2B.

備註：

- "1, 2, ..." 表示提供於該住宅物業內的裝置數量。
- "-" 代表 "不適用"。
- 說明表所顯示的燈掣數量是表示燈掣開/關的數量。
- 不設4樓、13樓、14樓及24樓。
- * 第2B座3樓A單位燈掣數量為2。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 2A 第2A座					Tower 2B 第2B座						
		3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓					3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
		A	B	C	D	E	A	B	C	D	E	F	G
Bedroom 2 睡房 2	Switch for Indoor Air-conditioner Unit 室內空調機開關掣	-	-	-	-	-	1	1	-	-	-	-	-
	13A Twin Socket Outlet 13A 雙位電插座	-	-	-	-	-	2	2	-	-	-	-	-
	TV / FM Outlet 電視 / 電台插座	-	-	-	-	-	1	1	-	-	-	-	-
	Data Outlet 數據位	-	-	-	-	-	1	1	-	-	-	-	-
	Lighting Switch 燈掣	-	-	-	-	-	1	1	-	-	-	-	-
	Lighting Point 燈位	-	-	-	-	-	1	1	-	-	-	-	-

Remarks :

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential property.
2. "-" denotes "not applicable".
3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate(s).
4. 4/F, 13/F, 24/F and 24/F are omitted.

備註：

1. "1, 2, ..." 表示提供於該住宅物業內的裝置數量。
2. "-" 代表 "不適用"。
3. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
4. 不設4樓、13樓、14樓及24樓。

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FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 2A 第2A座						Tower 2B 第2B座						
		3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F (Except Flat C of 18/F) 3樓、5樓至12樓、15樓至23樓及25樓至33樓 (18樓C單位除外)					18/F 18樓	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
		A	B	C	D	E	C	A	B	C	D	E	F	G
Bathroom 浴室	13A Single Socket Outlet 13A 單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet (Connected with Appliance) 13A 雙位電插座（已接駁設備）	-	-	-	-	-	1	-	-	-	-	-	-	-
	Fused Spur Unit 接線位連保險絲	*1	2	1	2	2	1	2	2	2	2	2	2	2
	Lighting Point 燈位	3	3	3	3	3	3	3	3	3	3	3	3	3
	Cable Connection Unit 電線接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Heater Remote Control 熱水爐溫度遙控	1	1	1	1	1	1	1	1	1	1	1	1	1

Remarks :

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential property.

2. "-" denotes "not applicable".

3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate(s).

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

5. * 2 fused spur unit are provided for Flat A on 3/F of Tower 2A.

備註：

1. "1, 2, ..." 表示提供於該住宅物業內的裝置數量。

2. "-" 代表 "不適用"。

3. 說明表所顯示的燈掣數量是表示燈掣面板的數量。

4. 不設4樓、13樓、14樓及24樓。

5. * 第2A座3樓A單位接線位連保險絲數量為2。

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

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 2A 第2A座						Tower 2B 第2B座						
		3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F (Except Flat C of 18/F) 3樓、5樓至12樓、15樓至23樓及25樓至33樓 (18樓C單位除外)					18/F 18樓	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
		A	B	C	D	E	C	A	B	C	D	E	F	G
Kitchen 廚房	13A Single Socket Outlet (Connected with Kitchen Appliance) 13A單位電插座 (已接駁廚房設備)	7	-	7	-	-	7	-	-	7	-	-	7	7
	13A Twin Socket Outlet 13A雙位電插座	1	-	1	-	-	2	-	-	1	-	-	1	1
	13A Twin Socket Outlet with USB 13A雙位電插座連USB	1	-	1	-	-	-	-	-	1	-	-	1	1
	Fused Spur Unit 接線位連保險絲	2	-	2	-	-	2	-	-	2	-	-	2	2
	Cable Connection Unit 電線接駁點	1	-	1	-	-	1	-	-	1	-	-	1	1
	Water Heater Remote Control 熱水爐溫度遙控	1	-	1	-	-	1	-	-	1	-	-	1	1
	Lighting Point 燈位	3	-	3	-	-	2	-	-	3	-	-	3	3
	Miniature Circuit Breakers Board 電力配電箱連微型斷路器	1	-	-	-	-	-	-	-	-	-	-	-	-
	Lighting Switch 燈掣	-	-	-	-	-	-	-	-	-	-	-	-	* -

Remarks :

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential property.

2. "-" denotes "not applicable".

3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate(s).

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

5. * 1 lighting switch is provided for Flat G on 3/F of Tower 2B.

備註：

1. "1, 2, ..." 表示提供於該住宅物業內的裝置數量。

2. "-" 代表 "不適用"。

3. 說明表所顯示的燈掣數量是表示燈掣面板的數量。

4. 不設4樓、13樓、14樓及24樓。

5. * 第2B座3樓G單位燈掣數量為1。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 2A 第2A座					Tower 2B 第2B座						
		3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓					3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
		A	B	C	D	E	A	B	C	D	E	F	G
Open Kitchen 開放式廚房	Sprinkler Head 消防花灑頭	-	2	-	2	2	2	3	-	2	2	-	-
	13A Single Socket Outlet (Connected with Kitchen Appliance) 13A單位電插座（已接駁廚房設備）	-	2	-	3	2	4	4	-	3	3	-	-
	13A Twin Socket Outlet (Connected with Kitchen Appliance) 13A 雙位電插座（已接駁廚房設備）	-	-	-	1	-	-	-	-	1	1	-	-
	20A Double Pole Switch (Connected with Kitchen Appliance) 20A 雙極開關掣（已接駁廚房設備）	-	1	-	1	1	2	2	-	1	1	-	-
	Cable Connection Unit 電線接駁點	-	1	-	1	1	1	1	-	1	1	-	-
	13A Twin Socket Outlet with USB 13A 雙位電插座連 USB	-	1	-	1	1	1	1	-	1	1	-	-
	Water Heater Remote Control 熱水爐溫度遙控	-	1	-	1	1	1	1	-	1	1	-	-
	Miniature Circuit Breakers Board 電力配電箱連微型斷路器	-	1	-	1	1	-	-	-	1	1	-	-

Remarks :

- "1, 2, ..." denotes the quantity of such provision(s) provided in the residential property.
- "-" denotes "not applicable".
- The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate(s).
- 4/F, 13/F, 24/F and 24/F are omitted.

備註：

- "1, 2, ..." 表示提供於該住宅物業內的裝置數量。
- "-" 代表 “不適用”。
- 說明表所顯示的燈掣數量是表示燈掣面板的數量。
- 不設4樓、13樓、14樓及24樓。

23 FITTINGS, FINISHES AND APPLIANCES

裝置、裝修物料及設備

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Description 描述	Tower 2A 第2A座						Tower 2B 第2B座						
		3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F (Except Flat C of 18/F) 3樓、5樓至12樓、15樓至23樓及25樓至33樓 (18樓C單位除外)					18/F 18樓	3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 33/F 3樓、5樓至12樓、15樓至23樓及25樓至33樓						
		A	B	C	D	E	C	A	B	C	D	E	F	G
Balcony / Utility Platform (Except flats on 3/F) 露台 / 工作平台 (3樓之單位除外)	Waterproof Type Fused Spur Unit 防水接線連保險絲	-	1	-	1	1	-	1	1	-	1	1	-	-
Air-Conditioner Outdoor Unit Platform 空調機室外機平台	Isolator for Outdoor Air-Conditioner 室外空調機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1
Utility Platform (Except flats on 3/F) 工作平台 (3樓之單位除外)	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1
Private Flat Roof (Applicable to flats on 3/F) 私人平台 (適用於3樓之單位)	13A Waterproof Type Single Socket Outlet 13A防水單位電插座	1	1	1	1	1	-	2	1	1	1	1	1	2
	Lighting Point 燈位	5	2	2	2	1	-	4	3	2	2	2	3	8
	Waterproof Type Fused Spur Unit 防水接線位連保險絲	-	1	-	1	1	-	1	1	-	1	1	-	-
	Waterproof Type Lighting Switch 防水燈掣	1	-	-	-	-	-	-	-	-	-	-	-	-

Remarks :

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential property.
2. "-" denotes "not applicable".
3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate(s).
4. 4/F, 13/F, 24/F and 24/F are omitted.

備註：

1. "1, 2, ..." 表示提供於該住宅物業內的裝置數量。
2. "-" 代表 "不適用"。
3. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
4. 不設4樓、13樓、14樓及24樓。

24 SERVICE AGREEMENTS 服務協議

Potable and flushing water is supplied by Water Supplies Department.

Electricity is supplied by CLP Power Hong Kong Limited.

Town gas is supplied by The Hong Kong and China Gas Company Limited.

食水及沖廁水由水務署供應。

電力由中華電力有限公司供應。

煤氣由香港中華煤氣有限公司供應。

25 GOVERNMENT RENT 地稅

The Vendor will pay or has paid (as the case may be) all outstanding Government Rent in respect of the lot from the date of the Land Grant up to and including the date of the respective assignments to the purchasers.

賣方將會或已經（視屬何情況而定）繳付有關該地段由批地文件之日期起計直至相關買方轉讓契日期（包括該日）之地稅。

26 MISCELLANEOUS PAYMENTS BY PURCHASER

買方的雜項付款

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

Remark :

On that delivery, the purchaser is liable to pay a debris removal fee to the manager (not the owner) of the Phase under the principal deed of mutual covenant, and where the owner has paid that debris removal fee, the purchaser shall reimburse the owner for the same.

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

備註：

在交付時，買方須根據主公契向期數的管理人（而非擁有人）支付清理廢料的費用，如擁有人已支付清理廢料的費用，買方須向擁有人補還清理廢料的費用。

27 DEFECT LIABILITY WARRANTY PERIOD

欠妥之處的保養責任期

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the purchaser within 6 months after the date of completion of the sale and purchase of any specified residential property, remedy any defects in such property, or the fittings, finishes or appliances to be incorporated into such property as set out in the agreement for sale and purchase concerned, caused otherwise than by the act or neglect of the purchaser.

凡任何指明住宅物業或於相關買賣合約列出裝設於該物業內的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的6個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。



28 MAINTENANCE OF SLOPES 斜坡維修

Not applicable.

不適用。

29 MODIFICATION 修訂

There is no on-going application to the Government for a modification of the land grant for this Phase.

本期數現時並沒有向政府提出申請修訂批地文件。

30 RELAVANT INFOMATION

有關資料

GONDOLA

Davit arm system and gondola or similar systems in the Development may operate in or through the airspace over any balcony, utility platform or flat roof forming part of a residential property.

CLUBHOUSE, PODIUM LIFT LOBBIES & SWITCH ROOMS AIR-CONDITIONING OUTDOOR UNITS

Air-conditioning outdoor units for clubhouse, podium lift lobbies and switch rooms are installed at 2/F open AC plant area and below transfer plate of Tower 1 and Tower 2.

COMMON PARTS INSIDE AND/OR ABUTTING THE FLAT ROOF OF THE RESIDENTIAL PROPERTIES IN THE PHASE

There are areas which are common parts inside and/or abutting the flat roof of some of the residential properties in the Phase. For locations of the said common parts, please refer to the "Floor Plans of Residential Properties in the Phase" Section in this Sales Brochure. Pursuant to the DMC of the Development, the Manager of the Development has the power to enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency) any part of the Development to exercise or carry out any of its powers or duties under the DMC, including without limitation to carry out necessary repairs to the Development or abate any hazard or nuisance which does or may affect the common parts or other owners.

FLOOD LIGHTS AT 2/F OUTDOOR SWIMMING POOL AND MULTI-SPORTS COURT

Flood lights will be provided for lighting of the outdoor swimming pool and Multi-sports Court of the Development in the evening at the following locations:

- 6 light poles with flood lights (reaching a height of 35mPD) will be located at common landscape garden near the outdoor swimming pool.
- 4 flood lights (reaching a height of 34 mPD) will be located at Multi-sports Court.

For location of the light poles and flood lights, please refer to the "Layout Plan of the Development" Section of this Sales Brochure. Prospective purchasers should note the possible impact (if any) of the illumination of the light poles and flood lights on individual residential properties.

吊船

發展項目之吊臂系統及吊船或類似系統可能會在屬於住宅物業一部分之露台、工作平台或平台上空操作。

會所、平台層的升降機大堂及電掣房之空調機室外機

該會所、平台層的升降機大堂及電掣房之空調機室外機將裝設於2樓開放式空調機機房及第1座及第2座轉換層之下。

期數中住宅物業之平台內存有及/或毗連的公用部分

於期數中部分住宅物業之平台內存有及/或毗連屬公用部分之範圍。有關上述公用部分的位置，請參閱本售樓說明書之「期數的住宅物業的樓面平面圖」。根據發展項目公契，發展項目管理人有權經合理預先通知（緊急情況除外）帶同或不帶同工人、設備或材料在任何合理時間內進入發展項目任何部分，以行使或執行其按公契下有的任何權利或義務，包括但不限於對發展項目進行必要的維修或減少對公用部份或其他業主的妨礙或干擾。

2樓室外游泳池及多用途運動場之泛光射燈

以下位置將提供泛光射燈以供發展項目室外游泳池及多用途運動場的晚間照明：

- 6支燈柱及泛光射燈（達香港主水平基準以上35米）將設置於室外游泳池附近之公用園景花園。
- 4支泛光射燈（達香港主水平基準以上34米）將設置於多用途運動場。

有關燈柱及泛光射燈的位置，請參閱本售樓說明書之「發展項目的布局圖」。準買家請注意上述燈柱及泛光射燈對個別住宅物業可能造成之影響（如有）。

30

RELEVANT INFORMATION

有關資料

EXTERNAL WALLS AT G/F TO 1/F OF THE COMMERCIAL ACCOMMODATION AT LOWER LEVELS OF THE DEVELOPMENT

There may be backlit signage, decorative lighting and/or TV wall at the external wall at G/F to 1/F of the Commercial Accommodation at lower levels of the Development (which is located below the residential towers of the Phase). The location of such signage, decorative lighting and/or TV wall may change from time to time. Prospective purchasers should note the possible impact (if any) of the illumination of the said features on the individual residential properties.

LIGHTNING ROD/ CHIMNEY FOR EMERGENCY GENERATOR ROOM/ TRANSFORMER ROOM/ AIR-CONDITIONER OUTDOOR UNIT/ COMMUNAL AERIAL SYSTEM/ EXHAUST DEVICE

Please refer to the "Layout Plan of the Development" section of this Sales Brochure for identification of their approximate locations. The alignment and position of the above facilities may be changed from time to time and are subject to compliance with the relevant statutory requirements and directions from the relevant government authorities. Prospective purchasers should note the possible impact (if any) of the above facilities on individual residential properties.

CLUBHOUSE AND RECREATIONAL FACILITIES

There may be lighting and sound systems at the clubhouse and recreational facilities (including but not limited to the children play area, landscaped area, swimming pools and barbeque area etc.) and the location(s) of such lighting and sound systems may change from time to time. Further, the operation and use of the clubhouse and recreational facilities may also generate lighting, sound, odour and heat from time to time. Prospective purchasers should take note of the impact which may be caused by the clubhouse and recreational facilities on individual residential property. The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development and/or the Phase and the facilities therein.

發展項目低層商業樓宇於地下至1樓的外牆

發展項目低層之商業樓宇（位於本期數住宅大廈之下）於地下至1樓的外牆可能設有背光標誌、裝飾照明及/或電視幕牆。該等標誌、裝飾照明及/或電視幕牆的位置可能會不時改變。準買家請注意上述裝置的燈光對個別住宅物業可能造成之影響（如有）。

避雷針/緊急發電機機房煙囪/變壓器房/空調機室外機/公共天線系統/排氣設備

請參閱本售樓說明書的「發展項目的布局圖」一節，以識別其大約位置。上述設施的排列及位置或會不時更改，並需符合相關法例的要求及有關政府部門的指引。準買家請注意上述設施對個別住宅物業可能造成的影響（如有）。

會所及康樂設施

會所及康樂設施（包括但不限於兒童遊樂區、園景區、游泳池及燒烤區等）內設有照明及音響系統，有關照明及音響系統之位置可能不時改變。同時，會所及康樂設施在運作和使用時亦可能會不時產生燈光、聲音、氣味及熱力。準買家應留意會所及康樂設施對個別住宅物業可能造成的影響（如有）。賣方亦建議準買方到發展項目實地考察，以對發展項目及/或期數及其設施有較佳了解。

31 WEBSITE OF THE PHASE

期數之互聯網網站

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

www.palosprings.hk

賣方為施行《一手住宅物業銷售條例》第 2 部而就期數指定的互聯網網站的網址為：

www.palosprings.hk

32 INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

Breakdown of GFA Concessions Obtained for All Features

獲寬免總樓面面積的設施分項

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

於印製售樓說明書前呈交予並已獲建築事務監督批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料，請見下表。如印製售樓說明書時尚未呈交最終修訂圖則予建築事務監督，則有 (#) 號的資料可以由認可人士提供的資料作為基礎。直至最終修訂圖則於發出佔用許可證前呈交予並獲建築事務監督批准前，以下分項資料仍可能有所修改。

		Area (m ²) 面積 (平方米)
Disregarded GFA under Building (Planning) Regulations 23(3)(b) 根據《建築物 (規劃) 規例》第 23(3)(b) 條不計算的總樓面面積		
1.(#)	Carpark and loading / unloading area excluding public transport terminus 停車場及上落客貨地方 (公共交通總站除外)	6694.658
2.	Plant rooms and similar services 機房及相類設施	
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, TBE room for access facilities for mobile services, rooftop telecommunications equipment room, intermediate telecommunications equipment room, refuse storage chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》(《作業備考》) 或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室 (訊播室)、為流動通訊接達設施而設的訊播室、天台電訊設備室、中層電訊設備室、垃圾房等	553.426
2.2(#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積不受任何《作業備考》或規例限制的強制性設施或必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	4315.782
2.3	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc. 非強制性或非必要機房，例如空調機房、送風櫃房等	201.979

		Area (m ²) 面積 (平方米)
Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第 1 及第 2 號提供的環保設施		
3.	Balcony 露台	809.000
4.	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	Not Applicable 不適用
5.	Communal sky garden 公用空中花園	Not Applicable 不適用
6.	Acoustic fin 隔聲鰭	Not Applicable 不適用
7.	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	Not Applicable 不適用
8.	Non-structural prefabricated external wall 非結構預製外牆	106.296
9.	Utility platform 工作平台	606.750
10.	Noise barrier 隔音屏障	Not Applicable 不適用
Amenity Features 適意設施		
11.	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office 管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衛室和廁所，以及業主立案法團辦事處	70.539
12.	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities 住戶康樂設施，包括僅供康樂設施使用的中空空間、機房、游泳池的濾水機房、有蓋人行道等	1161.748
13.	Covered landscaped and play area 有蓋園景區及遊樂場地	362.342
14.	Horizontal screen/covered walkway and trellis 橫向屏障/ 有蓋人行道及花棚	Not Applicable 不適用
15.	Larger lift shaft 擴大升降機槽	1051.177

32 INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

		Area (m ²) 面積 (平方米)
16.	Chimney shaft 煙囪管道	Not Applicable 不適用
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要機房，例如鍋爐房、衛星電視共用天線房	Not Applicable 不適用
18.(#)	Pipe duct, air duct and vertical riser for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽、氣槽及垂直立管	1900.968
19.	Pipe duct, air duct for non-mandatory or non-essential plant room 非強制性設施或非必要機房所需的管槽及氣槽	Not Applicable 不適用
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	Not Applicable 不適用
21.	Void in duplex domestic flat and house 複式住宅單位及洋房的中空空間	Not Applicable 不適用
22.	Sunshade and reflector 遮陽篷及反光罩	Not Applicable 不適用
23.(#)	Projecting planters and minor projection such as A/C box, A/C platform, window cill and projecting window 伸出式花槽及小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台	Not Applicable 不適用
24.	Other projection such as A/C box and A/C platform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway 《作業備考》APP-19 第3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台，及維修通道	Not Applicable 不適用
Other Exempted Items 其他項目		
25.(#)	Refuge floor including refuge floor cum sky garden 庇護層，包括庇護層兼空中花園	Not Applicable 不適用
26.	Covered area under large projecting/ overhanging feature 大型伸出/ 外懸設施下的有蓋地方	Not Applicable 不適用
27.	Public transport terminus 公共交通總站	Not Applicable 不適用
28.(#)	Party structure and common staircase 共用構築物及公用樓梯	Not Applicable 不適用

		Area (m ²) 面積 (平方米)
29.(#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	117.420
30.	Public passage 公眾通道	Not Applicable 不適用
31.	Covered set back area 有蓋的後移部分	Not Applicable 不適用
Bonus GFA 額外總樓面面積		
32.	Bonus GFA 額外總樓面面積	Not Applicable 不適用
Additional Green Features under Joint Practice Note (No. 8) 根據聯合作業備考(第8號)提供的額外環保設施		
33.	Buildings adopting Modular Integrated Construction 採用「組裝合成」建築法的樓宇	Not Applicable 不適用

Note : The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

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

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

The Environmental Assessment of the Building
建築物的環境評估

Green Building Certification

Assessment result under the **BEAM Plus** certification conferred / issued by Hong Kong Green Building Council Limited (HKGBC) for the building prior to the printing of the sales brochure or its addenda.

Provisional
PLATINUM



PROVISIONAL
PLATINUM
NB V2.0 2025
HKGBC
BEAM Plus

Application no.: PAP0024/25

綠色建築認證

在印刷此售樓說明書或其附頁前，本物業根據香港綠色建築議會有限公司頒授 / 發出的綠建環評認證評級。

暫定評級
鉑金級



暫定
鉑金級
NB V2.0 2025
HKGBC
BEAM Plus

申請編號: PAP0024/25

Estimated Energy Performance or Consumption for the Common Parts of the Phase
期數的公用部份的預計能量表現或消耗

Latest information on the estimated energy performance or consumption for the common parts of the Phase as submitted to the Building Authority prior to the printing of the sales brochures:
於印製售樓說明書前呈交予建築事務監督期數的公用部份的預計能量表現或消耗的最近期資料：

Part I 第I部分					
Provision of Central Air Conditioning 提供中央空調		YES 是			
Provision of Energy Efficient Features 提供具能源效益的設施		YES 是			
Energy Efficient Features proposed: 擬安裝的具能源效益的設施：-		1. Low shading coefficient glass in curtain wall system 低遮陽系數幕牆玻璃 2. High Efficient Air Conditioning Units 高效能空調機 3. High Efficient Lighting System 高效能照明系統			

Part II: The predicted annual energy use of the proposed building / part of building ^(Note 1) 第II部分：擬興建樓宇 / 部分樓宇預計每年能源消耗量 ^(註腳 1)					
Location 位置	Internal Floor Area Served (m ²) 使用有關裝置的內部樓面面積（平方米）	Annual Energy Use of Baseline Building ^(Note 2) 基線樓宇 ^(註腳 2) 每年能源消耗量		Annual Energy Use of Proposed Building 擬興建樓宇每年能源消耗量	
		<u>Electricity</u> kWh/m ² /annum <u>電力</u> 千瓦小時/平方米/年	<u>Town Gas / LPG</u> unit/m ² /annum <u>煤氣 / 石油氣</u> 用量單位/平方米/年	<u>Electricity</u> kWh/m ² /annum <u>電力</u> 千瓦小時/平方米/年	<u>Town Gas / LPG</u> unit/m ² /annum <u>煤氣 / 石油氣</u> 用量單位/平方米/年
Area served by central building services installation ^(Note 3) 有使用中央屋宇裝備裝置 ^(註腳 3) 的部份	9794.230	1612.57	0	1264.88	0

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

Part III: The following installation(s) are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD) 第III部分：以下裝置乃按機電工程署公布的相關實務守則設計			
Type of Installations 裝置類型	YES 是	NO 否	N/A 不適用
Lighting Installations 照明裝置	✓		
Air Conditioning Installations 空調裝置	✓		
Electrical Installations 電力裝置	✓		
Lift & Escalator Installations 升降機及自動梯的裝置	✓		
Performance-based Approach 以總能源為本的方法		✓	

Notes:

1. In general, the lower the estimated “Annual Energy Use” of the building, the more efficient of the building in terms of energy use. For example, if the estimated “annual energy use of proposed building” is less than the estimated “annual energy use of baseline building”, it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.
The predicted annual energy use, in terms of electricity consumption (kWh/m²/annum) and town gas/LPG consumption (unit/m²/annum), of the Phase by the internal floor area served, where:
(a) “total annual energy use” has the same meaning of “annual energy use” in the BEAM Plus New Buildings (current version); and
(b) “internal floor area”, in relation to a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
2. “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” in the BEAM Plus New Buildings (current version).
3. “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation issued by the Electrical and Mechanical Services Department.

註腳：

1. 一般而言，一棟樓宇的預計“每年能源消耗量”愈低，其節約能源的效益愈高。如一棟樓宇預計的“每年能源消耗量”低於該樓宇的“基線樓宇每年能源消耗量”，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。
預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算]，指將期數的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：-
(a) “每年能源消耗量”與新建樓宇 BEAM Plus 標準(現行版本)中的「年能源消耗」具有相同涵義；及
(b) 樓宇、空間或單位的“內部樓面面積”，指外牆及 / 或共用牆的內壁之內表面起量度出來的樓面面積。
2. “基線樓宇”與新建樓宇 BEAM Plus 標準(現行版本)中的“基準建築物模式(零分標準)”具有相同涵義。
3. “中央屋宇裝備裝置”與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。

33 INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT

地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Residential Unit specified in the Agreement for Sale and Purchase, sub-sell that Residential Unit or transfer the benefit of the Agreement for Sale and Purchase of that Residential Unit in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
 2. If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase, agrees (at its own discretion) to cancel the Agreement for Sale and Purchase or the obligations of the purchaser under the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit specified in the Agreement for Sale and Purchase and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.
 3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective Assignments to the purchasers.
 4. The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Phase as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
 5. For information and requirements relating to the Yellow Area and the Yellow Stippled Black Area (as referred to in Special Condition No. (2) of the Land Grant), please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure.
 6. For information and requirements relating to the Temporary Pedestrian Walkway (as referred to in Special Condition No. (3)(a)(i) of the Land Grant), please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure.
 7. For information and requirements relating to the Pedestrian Walkway, Connection A and Connection B (as referred to in Special Condition No. (10) of the Land Grant), please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure.
1. 買方須與賣方於正式合約協議，除可用作按揭或押記外，買方不會於完成正式買賣合約之成交及簽署轉讓契之前，以任何方式，或訂立任何協議以達至，提名任何人士接受轉讓正式買賣合約所指定的住宅物業，或轉讓該住宅物業，或轉移該住宅物業的正式合約的權益。
 2. 如正式買賣合約的買方有此要求，並獲賣方（按其自己的酌情決定）同意之情況下取消正式買賣合約或買方於該正式買賣合約所承擔之責任，賣方有權保留相等於該正式買賣合約所指定的住宅物業總售價百分之五的款額。同時買方亦須額外付予賣方或付還賣方（視情況而定）全部就取消該正式買賣合約須付之律師費、收費及代墊付費用（包括任何須繳付之印花稅）。
 3. 賣方將會支付或已經支付（視情況而定）由批地文件之日起直至有關個別買方簽署轉讓契之日（包括簽署轉讓契當日）止，所有有關該正在興建的發展項目所處地段的地稅。
 4. 已簽署正式買賣合約的買方有權要求查閱一份有關完成興建期數所需的建築費用及專業費用總額的最新資料，及有關直至詢問時的上一個公曆月底為止已動用及支付的建築費用及專業費用總額，並可於提出要求及在支付不超過港幣一百元象徵式費用後獲提供該資料的副本。
 5. 有關「黃色範圍」及「黃色加黑點範圍」（批地文件特別條款第(2)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。
 6. 有關「臨時行人路」（批地文件特別條款第(3)(a)(i)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。
 7. 有關「行人路」、「接駁位 A」及「接駁位 B」（批地文件特別條款第(10)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

34 DATE OF PRINTING OF SALES BROCHURE 售樓說明書印製日期

Date of printing of Sales Brochure: 24 June 2026

售樓說明書印製日期：2026年6月24日

35 POSSIBLE FUTURE CHANGES 日後可能出現的改變

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

期數及其周邊地區日後可能出現改變。

