樂啟軒
DELIGHT TERRACE

PHASE 2 of CASA DELIGHT ｜ 樂啟都匯的第 2 期

SALES BROCHURE 售樓說明書

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SALES BROCHURE 售樓說明書

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

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

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

4. Property area and its surroundings

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

5. Sales brochure

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

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

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

(i) the external dimensions of each residential property;

(ii) the internal dimensions of each residential property;

(iii) the thickness of the internal partitions of each residential property;

(iv) the external dimensions of individual compartments in each residential property.

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

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.

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

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

15. Estimated material date and handing over date

- Check the estimated material date[3] for the development in the sales brochure.
  - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document/a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
    - For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
    - For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
    - strike or lock-out of workmen;
    - riots or civil commotion;
    - force majeure or Act of God;
    - fire or other accident beyond the vendor's control;
    - war; or
    - inclement weather.
  - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

[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.

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

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

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款，以及其他財務優惠

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

4. 物業的面積及四周環境

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

5. 售樓說明書

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

6. 政府批地文件和公契

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

7. 售樓處內有關可供揀選住宅物業的資料

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

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[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。

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

8. 成交紀錄冊

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

9. 買賣合約

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

10. 表達購樓意向

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

11. 委託地產代理

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

12. 委聘律師

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

適用於一手未落成住宅物業

13. 預售樓花同意書

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

14. 示範單位

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

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期[3]。
  - 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
  - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意（視屬何種情況而定）。
    - ➢ 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
    - ➢ 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件（包括佔用許可證）發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
  - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。

[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。

- 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

02 INFORMATION ON THE PHASE
期數的資料

Name of the Phase of Development

Phase 2 ("the Phase") of Casa Delight is called "Delight Terrace"

Name of the street and the street number

2 Muk Chun Street #

The above provisional street number is subject to confirmation from the Rating and Valuation Department when the Phase is completed.

The Phase consists of multi-unit buildings

Total number of storeys of each multi-unit building

Tower 1 : 35 storeys

Tower 2 : 35 storeys

Notes:

1. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.
2. The above numbers of storeys do not include Transfer Plate, Roof, Lift Machine Room Floor, Upper Roof and Top Roof.

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

B2/F, B1/F, G/F, 1/F to 32/F, Roof, Lift Machine Room Floor, Upper Roof and Top Roof

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

Not Applicable

Refuge floors (if any) of the multi-unit building

Roof

The Phase is an uncompleted Phase

1. Estimated material date for the Phase, as provided by the Authorized Person for the Phase: 31 March 2027
2. The above estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.
3. 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.

發展項目期數名稱

樂啟都匯的第2期(期數)稱為「樂啟軒」

街道名稱及門牌號數

沐縉街2號#

上述臨時門牌號數有待差餉物業估價署在期數建成時確認。

期數包含多單位建築物

每幢多單位建築物的樓層總數

第一座：35層

第二座：35層

備註：

1. 期數中的2幢多單位建築物(即樂啟軒第一座及第二座)，於期數的最新經批准圖則中分別標注為第4座(Tower 4)及第5座(Tower 5)。
2. 上述樓層數目不包括轉換層、天台、機房層、上層天台及頂層天台。

期數的經批准的建築圖則所規定的樓層號數

地庫2樓、地庫1樓、地下、1樓至32樓、天台、機房層、上層天台及頂層天台

有不依連續次序被略去樓層號數

不適用

多單位建築物內的庇護層(如有的話)

天台

期數屬未落成的期數

1. 由期數的認可人士提供的期數的預計關鍵日期:2027年3月31日
2. 上述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。
3. 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其他方法的原則下，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。

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

Vendor

Hong Kong Housing Society

賣方

香港房屋協會

Holding Company of the Vendor

Not Applicable

賣方的控權公司

不適用

Authorized Person for the Phase

Mr. Lau King Chiu Henry

期數的認可人士

劉鏡釗先生

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

DLN Architects Limited

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

劉榮廣伍振民建築師有限公司

Building Contractor for the Development

CR Construction Company Limited

期數的承建商

華營建築有限公司

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

Baker & McKenzie

就期數的住宅物業的出售而代表擁有人行事的律師事務所

貝克・麥堅時律師事務所

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

Not Applicable

已為期數的建造提供貸款或已承諾為該建造提供融資的認可機構

不適用

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

Not Applicable

已為期數的建造提供貸款的任何其他人

不適用

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

04 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE
有參與期數的各方的關係

(a) 賣方或期數的承建商屬個人，並屬期數的認可人士的家人；	不適用
(b) 賣方或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) 賣方或期數的承建商屬個人，並屬就期數內的住宅單位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) 賣方或期數的承建商屬合夥，而該賣方或承建商的合夥人屬就期數內的住宅單位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、賣方的控權公司或期數的承建商屬私人公司，而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、賣方的控權公司或期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份；	不適用
(l) 賣方或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、賣方的控權公司或期數的承建商屬私人公司，而就期數中的住宅單位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、賣方的控權公司或期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份；	不適用
(p) 賣方或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) 賣方或期數的承建商屬法團，而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

05 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.
期數將會有非結構的預製外牆構成圍封牆的一部分。

The range of thickness of the non-structural prefabricated external walls of each tower of the Phase is 150 mm.
期數中的每座建築物的非結構的預製外牆之厚度範圍為150毫米。

Tower 座數	Floor 樓層	Unit 單位	Total Area of the Non-Structural Prefabricated External Walls of each Residential Unit (sq.m.) 每個住宅單位的非結構的預製外牆的總面積（平方米）
Tower 1 第一座	5/F – 32/F 5樓至32樓	A	2.715
		B	1.211
		C	1.737
		D	1.699
		E	0.953
		F	0.885
		G	1.388
		H	1.358
		J	0.870
		K	1.767
		L	1.751
		M	2.715

Tower 座數	Floor 樓層	Unit 單位	Total Area of the Non-Structural Prefabricated External Walls of each Residential Unit (sq.m.) 每個住宅單位的非結構的預製外牆的總面積（平方米）
Tower 2 第二座	5/F – 32/F 5樓至32樓	A	1.388
		B	0.885
		C	1.181
		D	2.664
		E	2.701
		F	1.759
		G	1.226
		H	1.189
		J	2.697
		K	2.845
		L	1.555
		M	1.347
		N	1.366

There will be no curtain walls forming part of the enclosing walls of the Phase.
期數將不會有構成圍封牆一部分的幕牆。

Note:
The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

備註：
期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

The person appointed as the manager of the Phase under the latest draft deed of mutual covenant

Hong Kong Housing Society

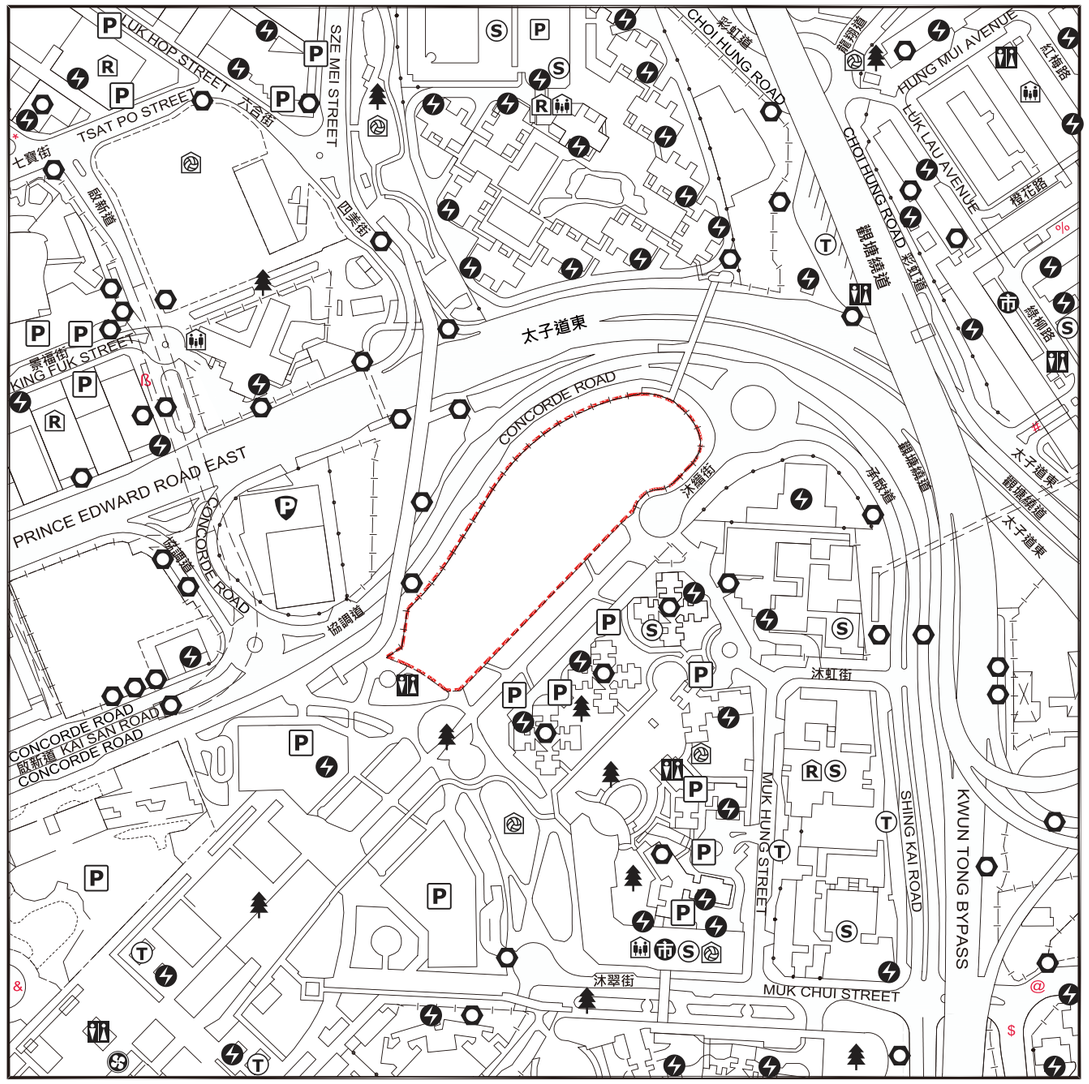
根據公契的最新擬稿獲委任為期數的管理人的人

香港房屋協會

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

The Location Plan is prepared with reference to the Digital Topographic Map No. T11-NE-A dated 15 January 2026 from Survey and Mapping Office of Lands Department, with adjustments where necessary.

所在位置圖參考日期為2026年1月15日之地政總署測繪處之數碼地形圖(編號為T11-NE-A)製作，有需要處經修正處理。



Location of the Development
發展項目的位置

Scale 比例：0 50 100 150 200 250M (米)

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。

NOTATION 圖例

Power Plant (including Electricity Sub-stations)	發電廠(包括電力分站)
Public Carpark (including a Lorry Park)	公眾停車場(包括貨車停泊處)
Public Convenience	公廁
Public Utility Installation	公用事業設施裝置
Public Transport Terminal (including a Rail Station)	公共交通總站(包括鐵路車站)
Public Park	公園
Ventilation Shaft for the Mass Transit Railway	香港鐵路的通風井
Religious Institution (Including a Church, a Temple and a Tsz Tong)	宗教場所(包括教堂、廟宇及祠堂)
School (including a Kindergarten)	學校(包括幼稚園)
Market (including a Wet Market and a Wholesale Market)	市場(包括濕貨市場及批發市場)
Sports Facilities (including a Sports Ground and a Swimming Pool)	體育設施(包括運動場及游泳池)
Police Station	警署
Social Welfare Facilities (including an Elderly Centre and a Home for the Mentally Disabled)	社會福利設施(包括老人中心及弱智人士護理院)

Street names in Chinese and English not shown in full on the Location Plan of the Development:

於發展項目的所在位置圖未能顯示之街道全名：

% CHING YEUNG AVENUE 青揚路	# LAM CHUNG AVENUE 藍鐘路	* PAT TAT STREET 八達街
& MUK YUEN STREET 沐元街	@ WANG CHUI ROAD 宏照道	$ WANG KWONG ROAD 宏光道
ß KING HONG STREET 景康街	MUK CHUN STREET 沐縉街	CHANG FA AVENUE 橙花路
LUNG CHEUNG ROAD 龍翔道		

Notes:

1. 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.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.

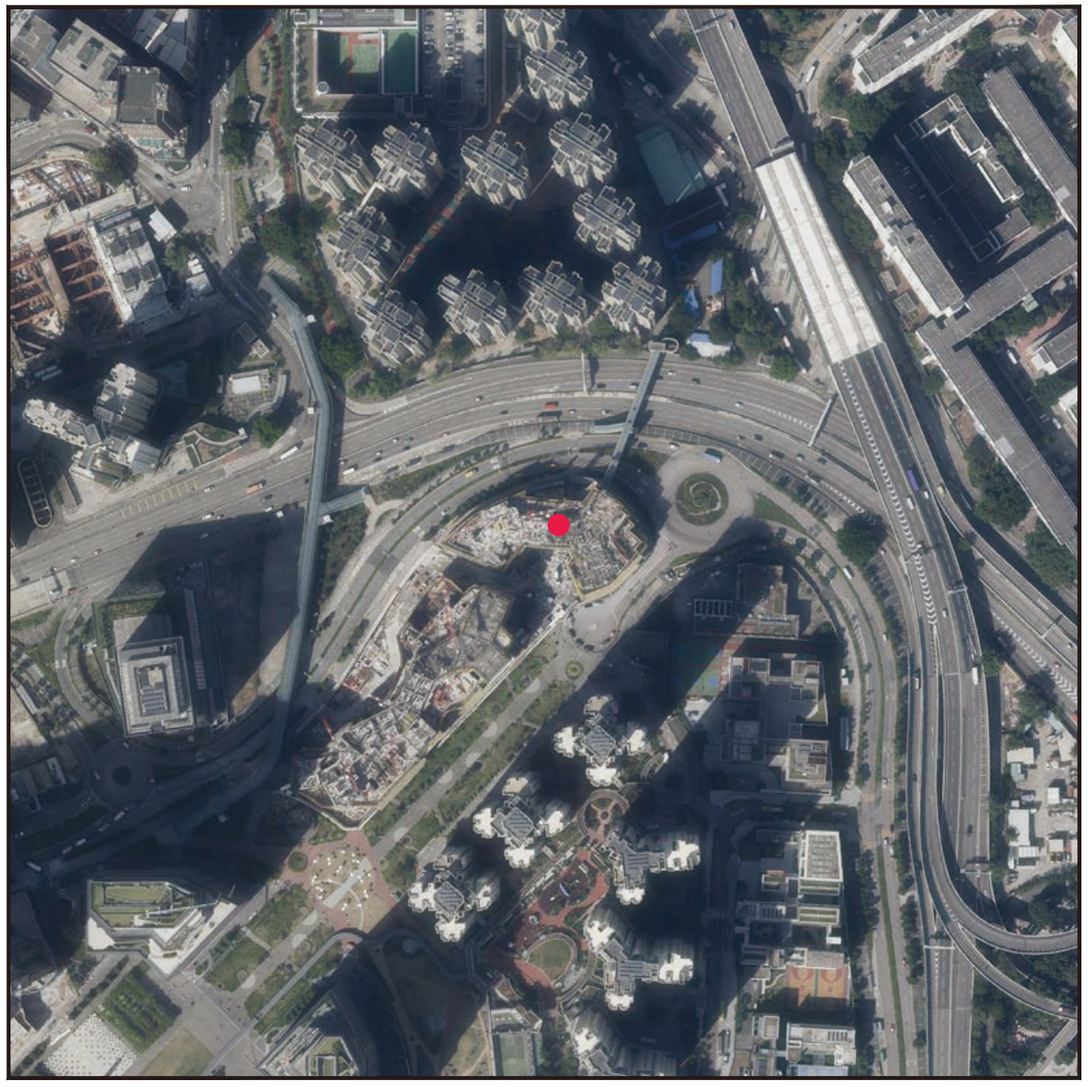
備註：

1. 由於發展項目的邊界不規則的技術原因，此所在位置圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。
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。

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

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo no. E242566C, date 8 November 2024.

摘錄自地政總署測繪處於 2024 年 11 月 8 日在 6,900 呎飛行高度拍攝之鳥瞰照片，照片編號為 E242566C。



● Location of the Phase
期數的位置

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。

Notes:

1. Due to technical reasons, this aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
3. The aerial photograph is available for free inspection at the sales office(s) during opening hours.

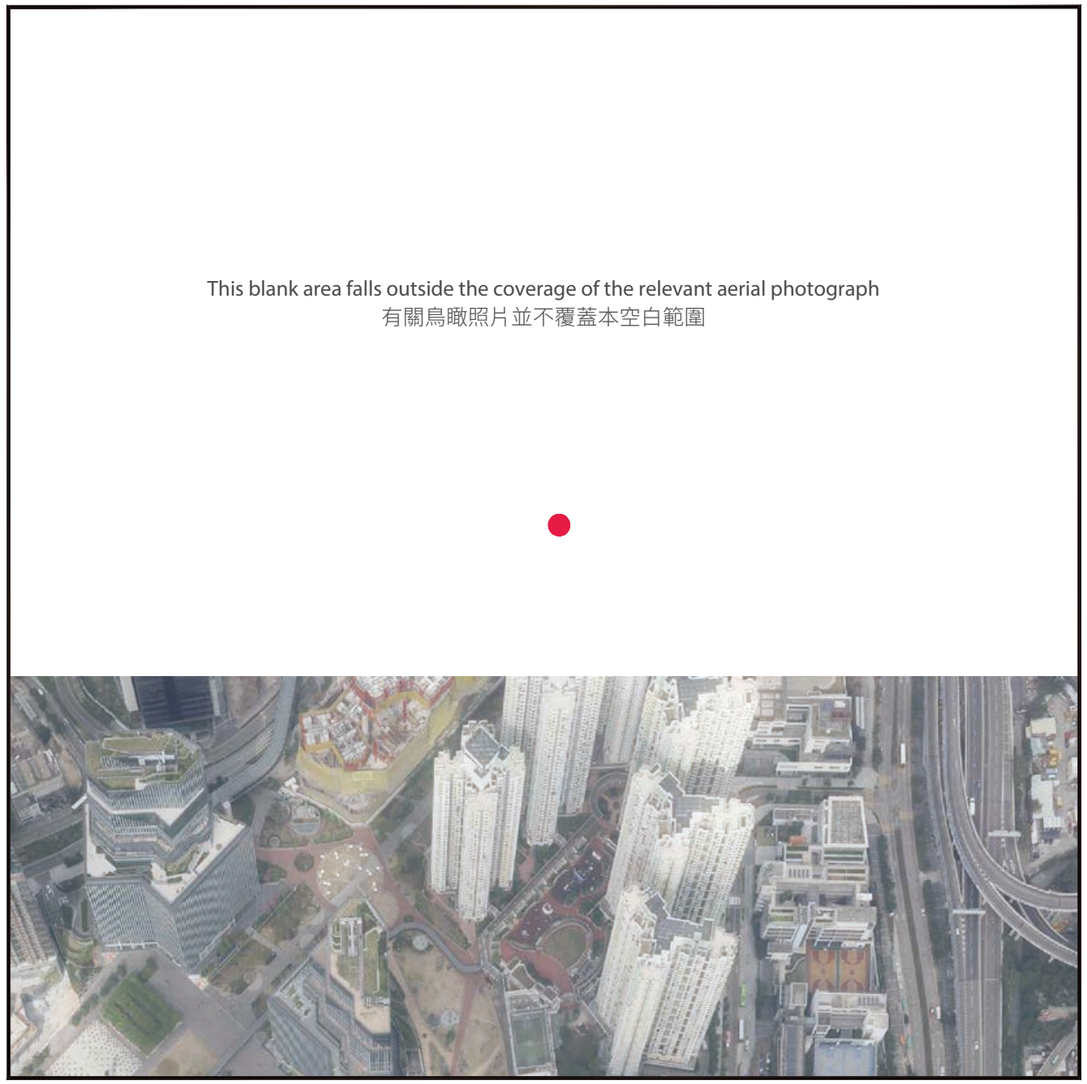
備註：

1. 因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。
2. 賣方建議準買家到發展項目作實地考察，以對發展項目、其周邊地區環境及附近的公共設施有較佳了解。
3. 該鳥瞰照片存於售樓處，可於開放時間向售樓處免費查閱。

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

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 3,000 feet, photo no. E248435C, date 7 January 2025.

摘錄自地政總署測繪處於於 2025 年 1 月 7 日在 3,000 呎飛行高度拍攝之鳥瞰照片，照片編號為 E248435C。



● Location of the Phase
期數的位置

Notes:

1. Due to technical reasons, this aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development, its surrounding environment and the public facilities nearby.
3. The aerial photograph is available for free inspection at the sales office(s) during opening hours.

備註：

1. 因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。
2. 賣方建議準買家到發展項目作實地考察，以對發展項目、其周邊地區環境及附近的公共設施有較佳了解。
3. 該鳥瞰照片存於售樓處，可於開放時間向售樓處免費查閱。

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。

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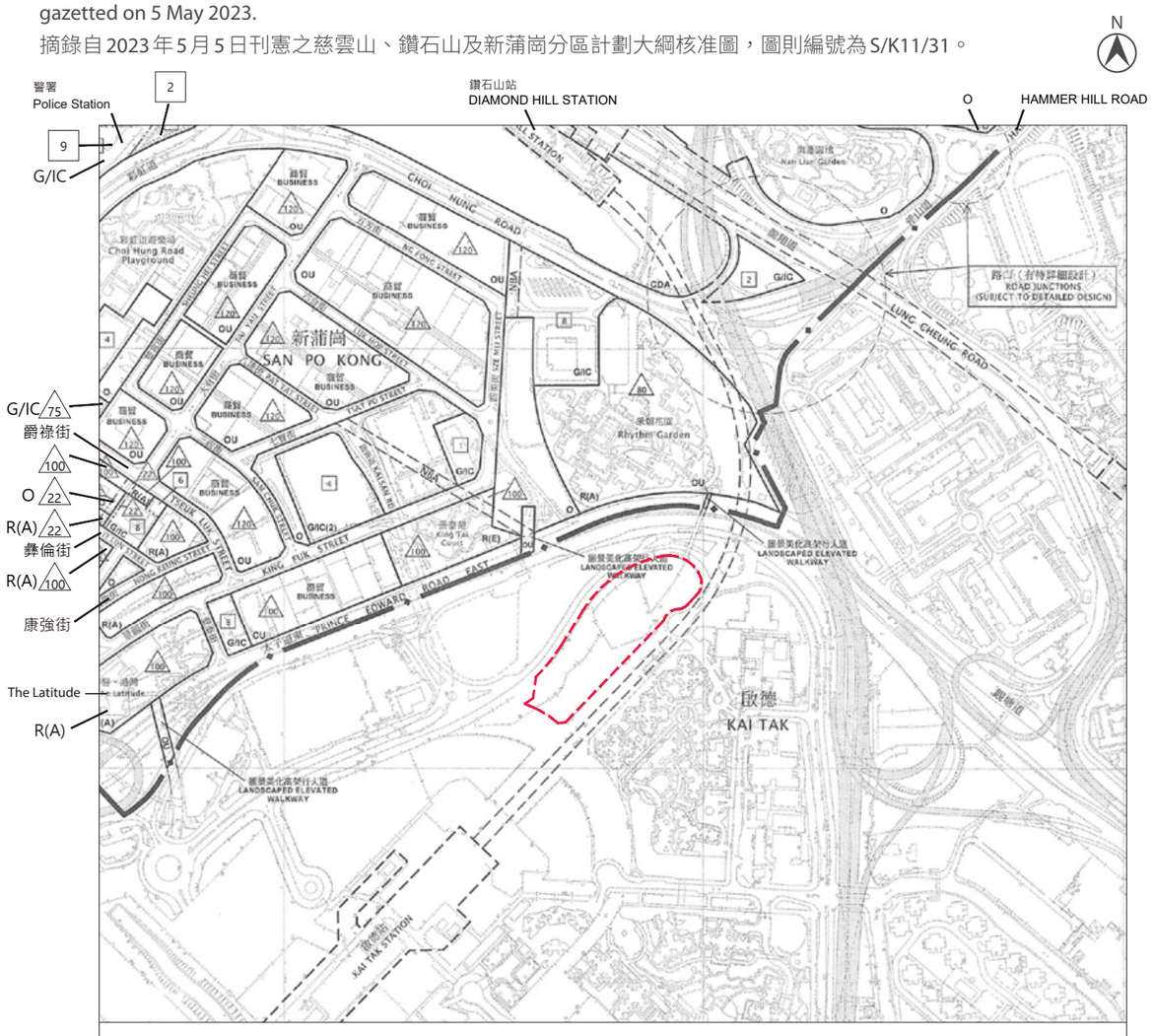
09 OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖等

Adopted from part of the approved Tsz Wan Shan, Diamond Hill & San Po Kong Outline Zoning Plan No. S/K11/31, gazetted on 5 May 2023.

摘錄自2023年5月5日刊憲之慈雲山、鑽石山及新蒲崗分區計劃大綱核准圖，圖則編號為S/K11/31。



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

Location of the Development
發展項目的位置

Scale 比例：0 100 200 300 400 500M（米）

NOTATION 圖例

	ZONES	地帶
R(A)	RESIDENTIAL (GROUP A)	住宅（甲類）
R(E)	RESIDENTIAL (GROUP E)	住宅（戊類）
CDA	COMPREHENSIVE DEVELOPMENT AREA	綜合發展區
G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY	政府、機構或社區
O	OPEN SPACE	休憩用地
OU	OTHER SPECIFIED USES	其他指定用途
GB	GREEN BELT	綠化地帶
	COMMUNICATIONS	**交通**
	RAILWAY AND STATION (UNDERGROUND)	鐵路及車站（地下）
	MAJOR ROAD AND JUNCTION	主要道路及路口
	ELEVATED ROAD	高架道路
	MISCELLANEOUS	**其他**
	BOUNDARY OF PLANNING SCHEME	規劃範圍界線
	BUILDING HEIGHT CONTROL ZONE BOUNDARY	建築物高度管制區界線
100	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）
8	MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	最高建築物高度（樓層數目）
NBA	NON-BUILDING AREA	非建築用地

Notes:

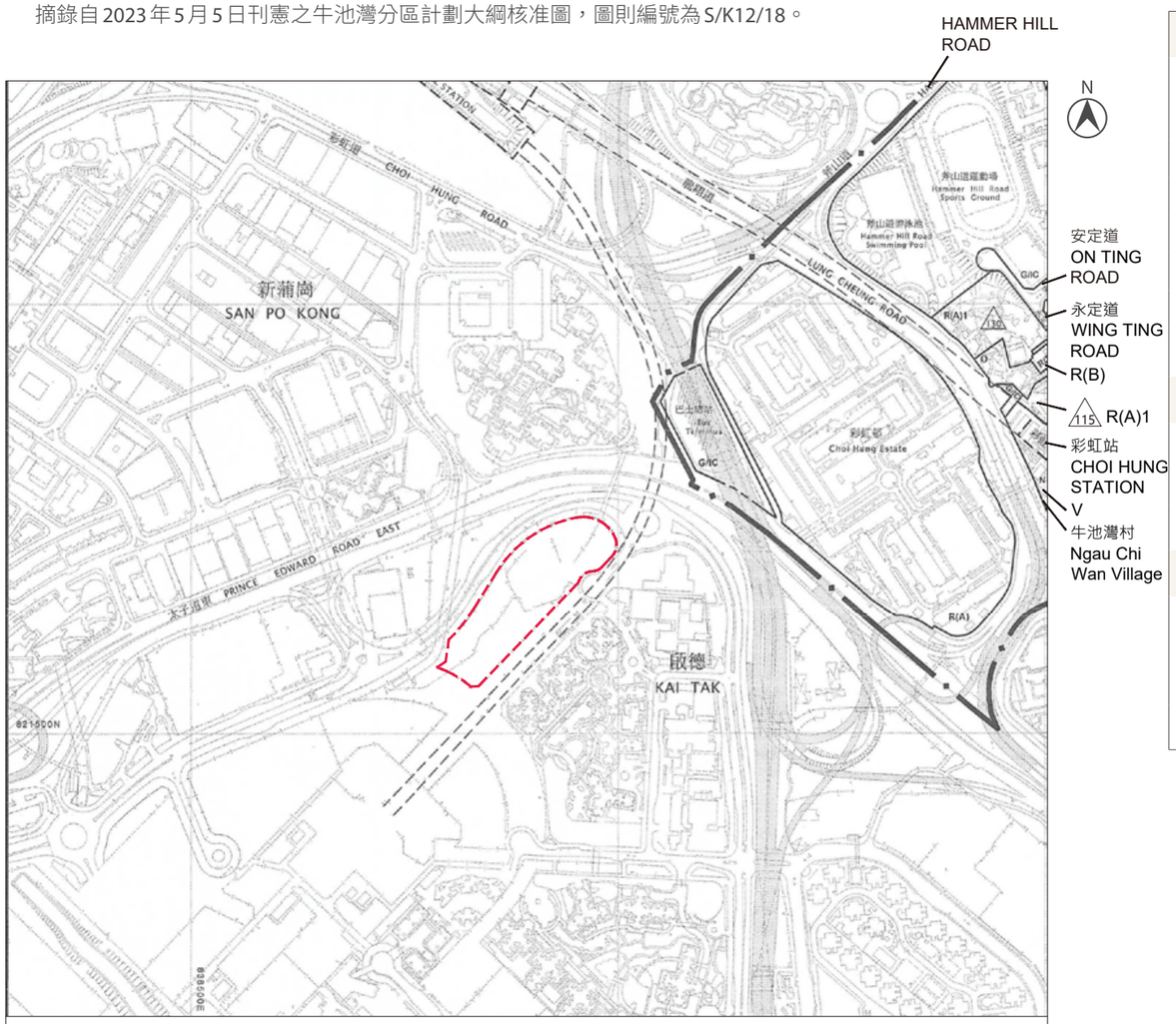
1. The above Outline Zoning Plan and the attached schedule is available for inspection at the sales office during opening hours and the inspection is free of charge.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding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

備註：

1. 上述分區計劃大綱圖及其附表，可於售樓處開放時間閱覽，而無須為閱覽付費。
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，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
4. 此圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

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

Adopted from part of the approved Ngau Chi Wan Outline Zoning Plan No. S/K12/18, gazetted on 5 May 2023.
摘錄自2023年5月5日刊憲之牛池灣分區計劃大綱核准圖，圖則編號為S/K12/18。



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

Location of the Development
發展項目的位置

Scale 比例：0 100 200 300 400 500M (米)

NOTATION 圖例

	ZONES	地帶
R(A)	RESIDENTIAL (GROUP A)	住宅（甲類）
R(B)	RESIDENTIAL (GROUP B)	住宅（乙類）
CDA	COMPREHENSIVE DEVELOPMENT AREA	綜合發展區
G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY	政府、機構或社區
V	VILLAGE TYPE DEVELOPMENT	鄉村式發展
O	OPEN SPACE	休憩用地
OU	OTHER SPECIFIED USES	其他指定用途
GB	GREEN BELT	綠化地帶
	COMMUNICATIONS	**交通**
	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
115	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）
PFS	PETROL FILLING STATION	加油站

Notes:

1. The above Outline Zoning Plan and the attached schedule is available for inspection at the sales office during opening hours and the inspection is free of charge.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
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備註：

1. 上述分區計劃大綱圖及其附表，可於售樓處開放時間閱覽，而無須為閱覽付費。
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，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
4. 此圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

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

Adopted from part of the approved Ngau Tau Kok & Kowloon Bay Outline Zoning Plan No. S/K13/34, gazetted on 7 November 2025.

摘錄自2025年11月7日刊憲之牛頭角及九龍灣分區計劃大綱核准圖，圖則編號為S/K13/34。

本空白範圍位於發展項目的界線的500米以內，但並不被有關分區計劃大綱圖覆蓋。
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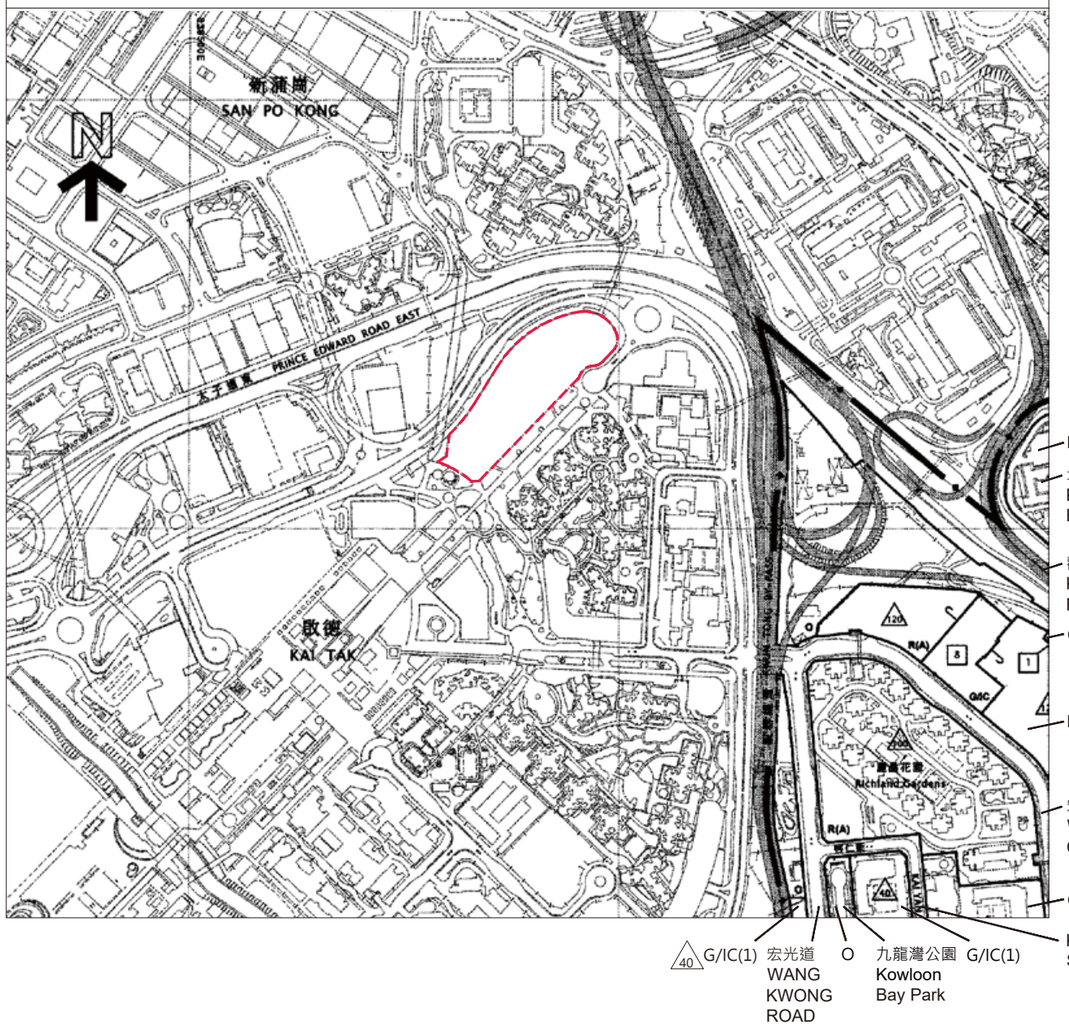


Location of the Development
發展項目的位置

Scale 比例：0 100 200 300 400 500M（米）

NOTATION 圖例

	ZONES	地帶
R(A)	RESIDENTIAL (GROUP A)	住宅（甲類）
R(B)	RESIDENTIAL (GROUP B)	住宅（乙類）
C	COMMERICAL	商業
G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY	政府、機構或社區
O	OPEN SPACE	休憩用地
OU	OTHER SPECIFIED USES	其他指定用途
GB	GREEN BELT	綠化地帶
	COMMUNICATIONS	**交通**
車站 STATION	RAILWAY AND STATION (UNDERGROUND)	鐵路及車站（地下）
車站 STATION	RAILWAY AND STATION (ELEVATED)	鐵路及車站（高架）
	MAJOR ROAD AND JUNCTION	主要道路及路口
	PEDESTRIAN PRECINCT / STREET	行人專用區或街道
	ELEVATED ROAD	高架道路
	MISCELLANEOUS	**其他**
	BOUNDARY OF PLANNING SCHEME	規劃範圍界線
	BUILDING HEIGHT CONTROL ZONE BOUNDARY	建築物高度管制區界線
PFS	PETROL FILLING STATION	加油站
120	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）
8	MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	最高建築物高度（樓層數目）
NBA	NON-BUILDING AREA	非建築用地

Notes:

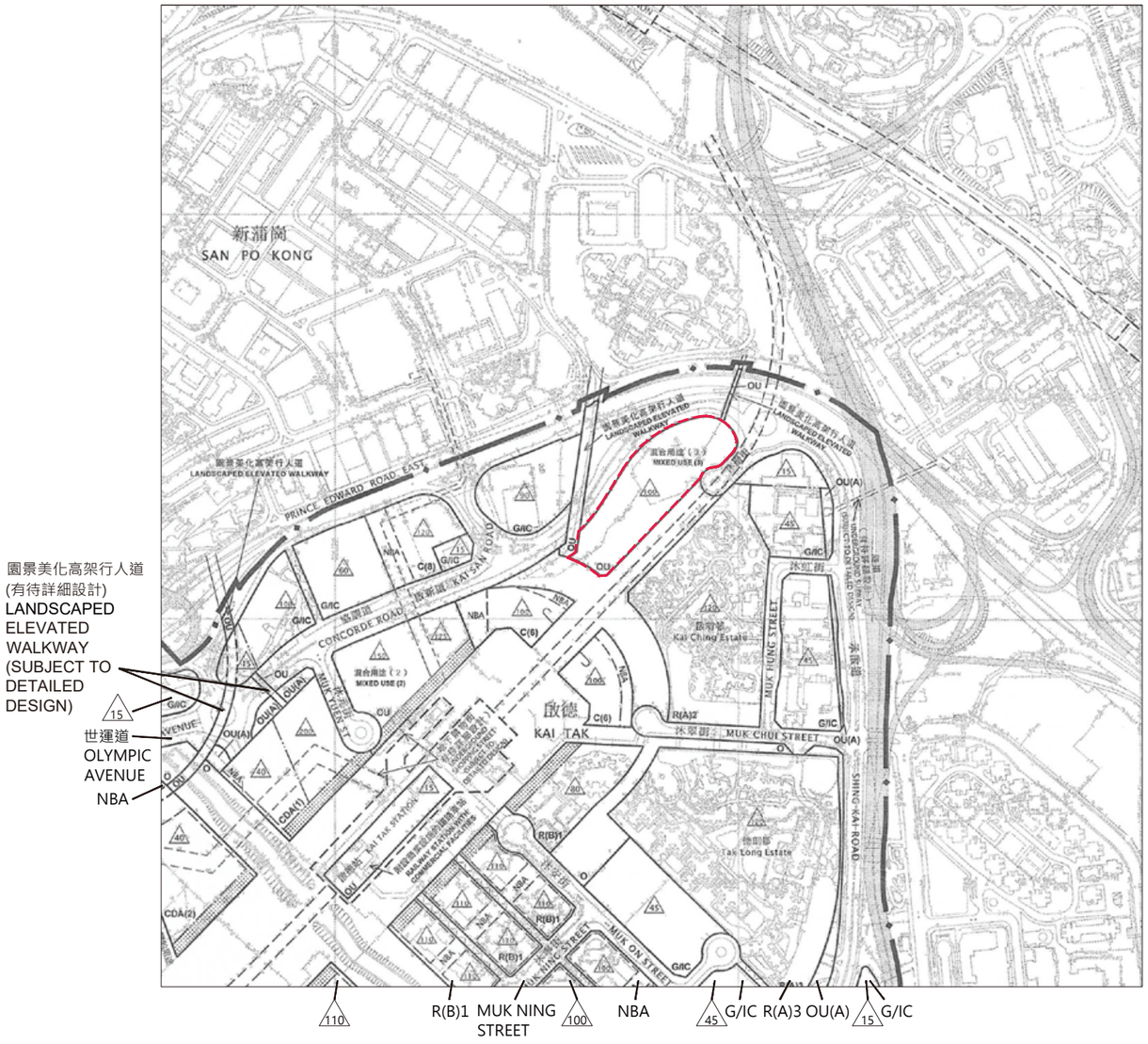
1. The above Outline Zoning Plan and the attached schedule is available for inspection at the sales office during opening hours and the inspection is free of charge.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding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

備註：

1. 上述分區計劃大綱圖及其附表，可於售樓處開放時間閱覽，而無須為閱覽付費。
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，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
4. 此圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

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

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



Location of the Development
發展項目的位置

Scale 比例：0 100 200 300 400 500M（米）

NOTATION 圖例

	ZONES	地帶
R(A)	RESIDENTIAL (GROUP A)	住宅（甲類）
R(B)	RESIDENTIAL (GROUP B)	住宅（乙類）
CDA	COMPREHENSIVE DEVELOPMENT AREA	綜合發展區
G/IC	GOVERNMENT, INSTITUTION OR COMMUNITY	政府、機構或社區
C	COMMERICAL	商業
O	OPEN SPACE	休憩用地
OU	OTHER SPECIFIED USES	其他指定用途
OU(A)	OTHER SPECIFIED USES (AMENITY AREA)	其他指定用途（美化市容地帶）
	COMMUNICATIONS	**交通**
	RAILWAY AND STATION (UNDERGROUND)	鐵路及車站（地下）
	RAILWAY AND STATION (ELEVATED)	鐵路及車站（高架）
	MAJOR ROAD AND JUNCTION	主要道路及路口
	PEDESTRIAN PRECINCT / STREET	行人專用區或街道
	ELEVATED ROAD	高架道路
	MISCELLANEOUS	**其他**
	BOUNDARY OF PLANNING SCHEME	規劃範圍界線
	BUILDING HEIGHT CONTROL ZONE BOUNDARY	建築物高度管制區界線
PFS	PETROL FILLING STATION	加油站
15	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）
	AREA DESIGNATED FOR 'SHOP AND SERVICES' AND 'EATING PLACE' USES ONLY	只限於指定為「商店及服務行業」和「食肆」用途的地區
	AREA DESIGNATED FOR 'WATERFRONT PROMENADE'	指定為「海濱長廊」的地區
PFS	PETROL FILLING STATION	加油站

Notes:

1. The above Outline Zoning Plan and the attached schedule is available for inspection at the sales office during opening hours and the inspection is free of charge.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
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4. The plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. © The Government of Hong Kong SAR.

備註：

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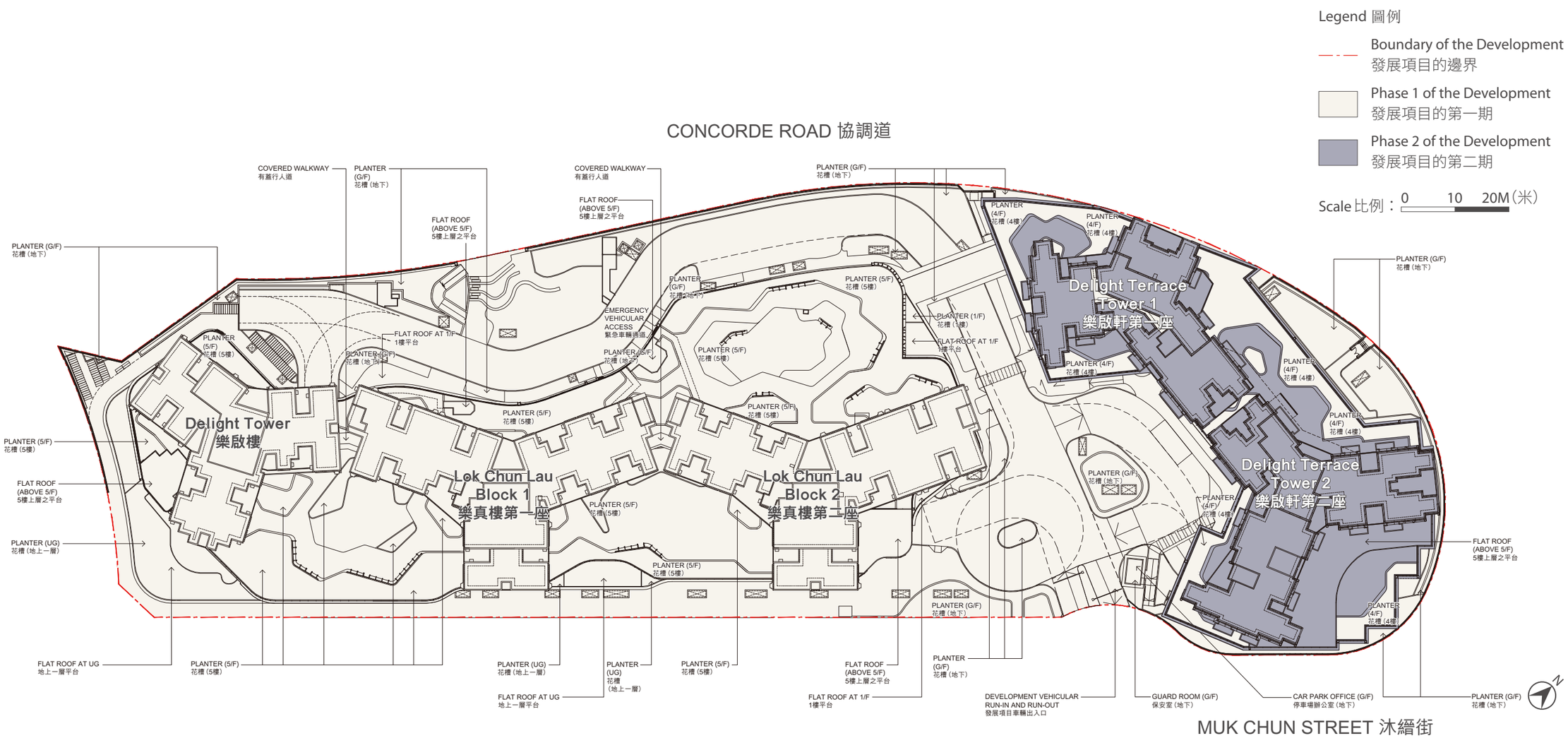
3. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
4. 此圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

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



Estimated date of completion of the buildings and facilities, as provided by the Authorized Person for the Development: 30 May 2026 (Phase 1); 30 August 2026 (Phase 2)

Notes:

1. Delight Tower is referred to as "Tower 1" in the latest approved building plans of the Development. The residential properties provided therein are all public rental housing units (Group B).
2. Block 1 and Block 2 of Lok Chun Lau are referred to as "Tower 2" and "Tower 3" in the latest approved building plans of the Development respectively. The residential properties provided therein are all public rental housing units (Group A).
3. Tower 1 and Tower 2 of Delight Terrace are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Development respectively. The residential properties provided therein are all subsidized sale flat units.
4. This plan shows the layout of the Development from an aerial view only. The boundaries and areas of the phases on different floors could be different from those shown here.

由發展項目的認可人士提供的建築物及設施的預計落成日期：2026年5月30日（第1期）；2026年8月30日（第2期）

備註：

1. 樂啟樓於發展項目的最新經批准圖中標注為第1座（Tower 1），其內之所有住宅物業均為公共租住房屋單位（乙類）。
2. 樂真樓第一座及第二座於發展項目的最新經批准圖則中分別標注為第2座（Tower 2）及第3座（Tower 3），其內之所有住宅物業均為公共租住房屋單位（甲類）。
3. 樂啟軒第一座及第二座於發展項目的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5），其內之所有住宅物業為資助出售房屋單位。
4. 本圖僅顯示從上空鳥瞰可見之發展項目布局，各期數於不同樓層上的邊界和範圍可能與本圖所示者不同。

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

Legend of the Terms and Abbreviations used on floor plans
樓面平面圖中所使用之名詞及簡稱之圖例

A.D. = AIR DUCT = 通風管道

A/C = AIR-CONDITIONER PLATFORM = 空調機平台

A.BAL = ACOUSTIC BALCONY = 減音露台

A.F. = ARCHITECTURAL FEATURE = 建築裝飾

A.F. BELOW= ARCHITECTURAL FEATURE BELOW = 建築裝飾在下

A.W. = ACOUSTIC WINDOW (BAFFLE TYPE) = 減音窗（擋音式）

BAL. = BALCONY = 露台

BATH = BATHROOM = 浴室

BED ROOM = BEDROOM = 睡房

BED ROOM 1 = BEDROOM 1 = 睡房 1

BED ROOM 2 = BEDROOM 2 = 睡房 2

DIN. = DINING ROOM = 飯廳

DN = DOWN = 落

E.D. = ELECTRICAL DUCT = 電管道

ELEC. DUCT = ELECTRICAL DUCT = 電管道

E.M.R. = ELECTRICAL METER ROOM = 電錶房

E.L.V. = EXTRA LOW VOLTAGE ROOM = 弱電房

E.L.V. DUCT = EXTRA LOW VOLTAGE DUCT = 弱電管道

F.H. = FIRE HYDRANT = 消防栓

FLAT ROOF = 平台

H.R. = HOSE REEL = 消防喉轆

INACCESSIBLE FLAT ROOF = 不可到達的平台

KIT. = KITCHEN = 廚房

LIFT = 升降機

LIFT LOBBY = 升降機大堂

LIV. = LIVING ROOM = 客廳

LOCKABLE STEEL CAT LADDER WITH 800MMx800mm HATCH COVER = 800 毫米 x 800 毫米可上鎖鋼爬梯連口蓋

M. BATH = MASTER BATHROOM = 主人浴室

M. BED ROOM = MASTER BEDROOM = 主人睡房

OPEN KIT. = OPEN KITCHEN = 開放式廚房

P.D. = PIPE DUCT = 管道

P.W. = PROJECTING WINDOW = 飄窗

RS&MRR = REFUSE STORAGE AND MATERIAL RECOVERY ROOM = 垃圾及物料回收室

ST. = STORE = 儲物房

U.P. = UTILITY PLATFORM = 工作平台

UP = UP = 上

VERTICAL ACOUSTIC FIN WITH ALUMINIUM CLADDING = 鋁質覆蓋牆板的垂直隔音鰭

VERTICAL ACOUSTIC FIN WITH ALUMINIUM CLADDING BELOW = 鋁質覆蓋牆板的垂直隔音鰭在下

W.M.C. = WATER METER CABINET = 水錶櫃

W.M.R. = WATER METER ROOM = 水錶房

* = NOISE MITIGATION MEASURES = 噪音緩解措施

Remarks applicable to the floor plans of this section:

1. There may be architectural features, cladding and/or exposed pipes on external walls of some floors and/or on flat roofs on transfer plate.
2. Common pipes exposed and/or enclosed in cladding are located at/adjacent to balcony and/or utility platform and/or air-conditioner platform and/or external wall of some residential units.
3. There are bulkheads or false ceilings at the living room, dining room, bedroom, bathroom, store, open kitchen and kitchen for the air-conditioning system and/or mechanical and electrical services.
4. Balconies, utility platforms and air-conditioner platforms are non-enclosed area.
5. The internal ceiling height within some units may vary due to structural, architectural and/or decoration design variations.
6. The air-conditioner platform(s) of the residential unit will be placed with outdoor air-conditioner unit(s) belonging to that unit. The placement of these air-conditioner unit(s) may emit heat and/or noise.
7. Symbols of fittings and fitments shown on the floor plans, such as bathtub, sink, water closet, shower cubicle and sink counter etc. are architectural symbols extracted from the latest approved building plans and are for general indication only.
8. There are sunken slabs for mechanical & electrical services of units above at all residential units, except the residential units at top floor.
9. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as “Tower 4” and “Tower 5” in the latest approved building plans of the Phase respectively.
10. The dimensions in the floor plans are all structural dimensions in millimetre.

適用於本節各樓面平面圖之備註：

1. 部分樓層外牆及/或轉換層平台上設有建築裝飾、覆蓋層及/或外露喉管。
2. 部分住宅單位的露台及/或工作平台及/或空調機平台及/或外牆或其鄰近地方設有外露及/或內藏於飾板的公用喉管。
3. 單位客廳/飯廳、睡房、浴室、儲物房、開放式廚房及廚房之裝飾橫樑或假天花內裝置有冷氣及/或其他機電設備。
4. 露台、工作平台及空調機平台為不可封閉的地方。
5. 部分住宅單位之天花高度將會因應結構、建築設計及/或裝修設計上的需要而有差異。
6. 住宅單位外的空調機平台將會放置其單位的一部或多部冷氣戶外機，該等冷氣機的位置可能發出熱力及/或聲音。
7. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盤、坐廁、企缸、洗滌盤櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。
8. 除頂層住宅單位外，部份單位天花有跌級樓板，用以安裝樓上單位之機電設備。
9. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。
10. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

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

TOWER 1 5/F
第一座 5樓

Scale 比例：0 2 4M（米）

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

Description 描述	Floor 樓層	Tower 1 第一座											
		Unit 單位											
		A	B	C	D	E	F	G	H	J	K	L	M
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）	5/F 5樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
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*, 3150, 3500*	3150, 3150*, 3500*	3100*, 3150, 3500*	3100*, 3150, 3500*	3150, 3150*, 3250*, 3500*	3150, 3150*, 3250*, 3500*	3100*, 3150, 3500*	3100*, 3150, 3500*	3150, 3150*, 3250*, 3500*	3150, 3150*, 3500*	3150, 3150*, 3500*	3100*, 3150, 3500*

* Including 350mm thick concrete fill above the top surface of transfer plate structural slab

* 包括跌級地台結構面上350毫米厚混凝土填充層

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. (Note: Not Applicable)

Remark:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

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：不適用）

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

TOWER 1 6/F – 14/F
第一座 6樓至14樓

Scale 比例：0 2 4M（米）

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

Description 描述	Floor 樓層	Tower 1 第一座											
		Unit 單位											
		A	B	C	D	E	F	G	H	J	K	L	M
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）	6/F – 14/F 6樓至14樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
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）		3150, 3150^	3150, 3150†	3150, 3150^	3150, 3150^	3150, 3150#, 3150†	3150, 3150#, 3150†	3150, 3150^	3150, 3150^	3150, 3150#, 3150†	3150, 3150†	3150, 3150†	3150, 3150^

Including 250mm thick concrete fill above the top surface of sunken structural slab
† Including 350mm thick concrete fill above the top surface of sunken structural slab
^ Including 400mm thick concrete fill above the top surface of sunken structural slab

包括跌級地台結構面上250毫米厚混凝土填充層
† 包括跌級地台結構面上350毫米厚混凝土填充層
^ 包括跌級地台結構面上400毫米厚混凝土填充層

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. (Note: Not Applicable)

Remark:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

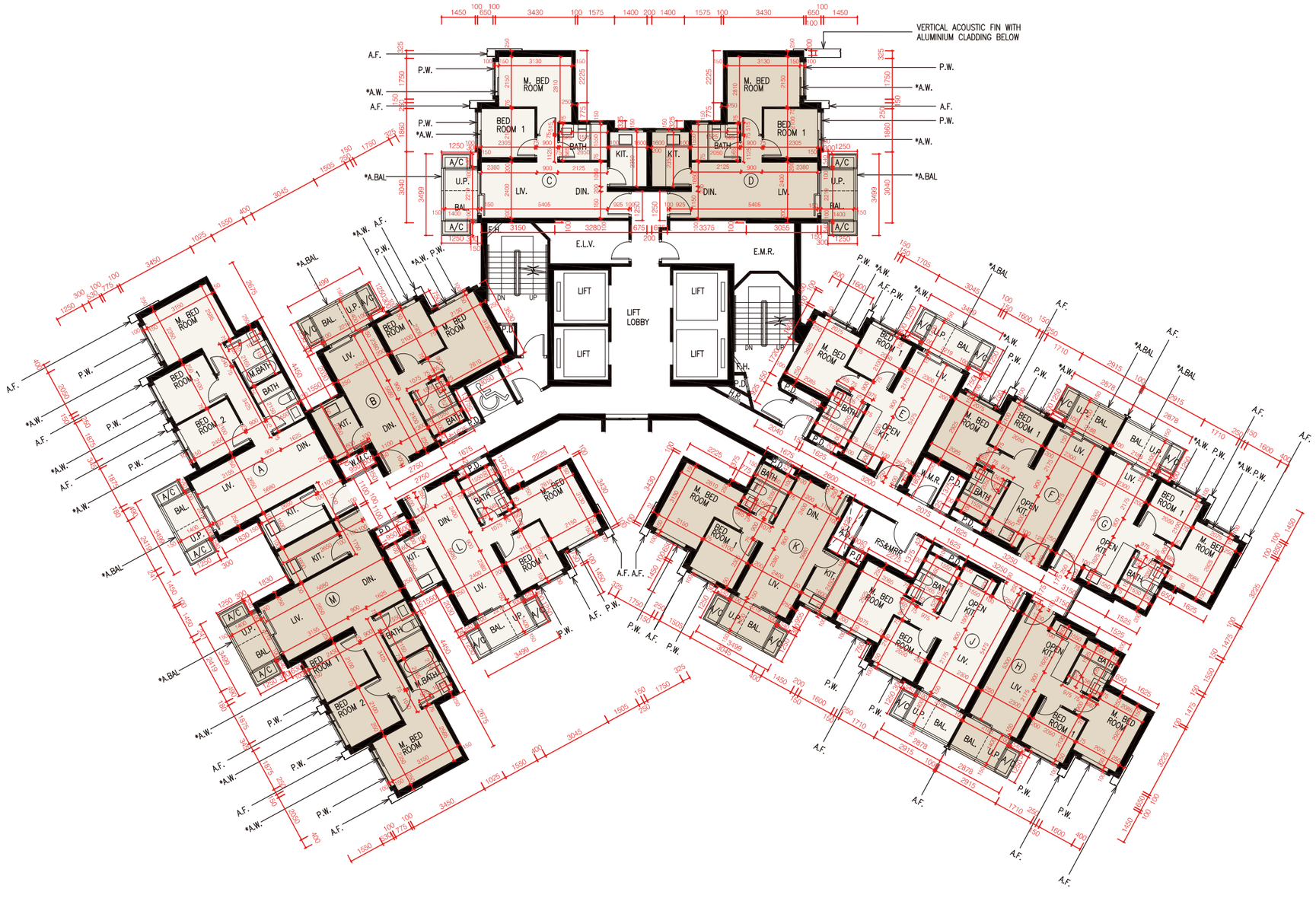
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：不適用）

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

TOWER 1　　15/F
第一座　　15樓



Scale 比例：0　2　4M（米）

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

Description 描述	Floor 樓層	Tower 1 第一座											
		Unit 單位											
		A	B	C	D	E	F	G	H	J	K	L	M
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）	15/F 15樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
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）		3150, 3150^	3150, 3150†	3150, 3150^	3150, 3150^	3150, 3150#, 3150†	3150, 3150#, 3150†	3150, 3150^	3150, 3150^	3150, 3150#, 3150†	3150, 3150†	3150, 3150†	3150, 3150^

Including 250mm thick concrete fill above the top surface of sunken structural slab
† Including 350mm thick concrete fill above the top surface of sunken structural slab
^ Including 400mm thick concrete fill above the top surface of sunken structural slab

包括跌級地台結構面上250毫米厚混凝土填充層
† 包括跌級地台結構面上350毫米厚混凝土填充層
^ 包括跌級地台結構面上400毫米厚混凝土填充層

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. (Note: Not Applicable)

Remark:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

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：不適用）

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

TOWER 1 16/F – 22/F
第一座 16樓至22樓

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

Description 描述	Floor 樓層	Tower 1 第一座											
		Unit 單位											
		A	B	C	D	E	F	G	H	J	K	L	M
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）	16/F – 22/F 16樓至22樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
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）		3150, 3150^	3150, 3150†	3150, 3150^	3150, 3150^	3150, 3150#, 3150†	3150, 3150#, 3150†	3150, 3150^	3150, 3150^	3150, 3150#, 3150†	3150, 3150†	3150, 3150†	3150, 3150^

Including 250mm thick concrete fill above the top surface of sunken structural slab
† Including 350mm thick concrete fill above the top surface of sunken structural slab
^ Including 400mm thick concrete fill above the top surface of sunken structural slab

包括跌級地台結構面上250毫米厚混凝土填充層
† 包括跌級地台結構面上350毫米厚混凝土填充層
^ 包括跌級地台結構面上400毫米厚混凝土填充層

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. (Note: Not Applicable)

Remark:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

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：不適用）

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

TOWER 1 23/F
第一座 23樓

Scale 比例：0 2 4M（米）

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

Description 描述	Floor 樓層	Tower 1 第一座											
		Unit 單位											
		A	B	C	D	E	F	G	H	J	K	L	M
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）	23/F 23樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
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）		3150, 3150^	3150, 3150†	3150, 3150^	3150, 3150^	3150, 3150#, 3150†	3150, 3150#, 3150†	3150, 3150^	3150, 3150^	3150, 3150#, 3150†	3150, 3150†	3150, 3150†	3150, 3150^

Including 250mm thick concrete fill above the top surface of sunken structural slab
† Including 350mm thick concrete fill above the top surface of sunken structural slab
^ Including 400mm thick concrete fill above the top surface of sunken structural slab

包括跌級地台結構面上250毫米厚混凝土填充層
† 包括跌級地台結構面上350毫米厚混凝土填充層
^ 包括跌級地台結構面上400毫米厚混凝土填充層

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. (Note: Not Applicable)

Remark:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

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：不適用）

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

TOWER 1 24/F – 32/F
第一座 24樓至32樓

Scale 比例：0 2 4M（米）

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

Description 描述	Floor 樓層	Tower 1 第一座											
		Unit 單位											
		A	B	C	D	E	F	G	H	J	K	L	M
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）	24/F – 31/F 24樓至31樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
	32/F 32樓	150	150	150	150	150	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）	24/F – 31/F 24樓至31樓	3150, 3150^	3150, 3150†	3150, 3150^	3150, 3150^	3150, 3150#, 3150†	3150, 3150#, 3150†	3150, 3150^	3150, 3150^	3150, 3150#, 3150†	3150, 3150†	3150, 3150†	3150, 3150^
	32/F 32樓	3150, 3550^	3150, 3500†	3150, 3550^	3150, 3550^	3150, 3400#, 3500†	3150, 3400#, 3500†	3150, 3550^	3150, 3550^	3150, 3400#, 3500†	3150, 3500†	3150, 3500†	3150, 3550^

Including 250mm thick concrete fill above the top surface of sunken structural slab
† Including 350mm thick concrete fill above the top surface of sunken structural slab
^ Including 400mm thick concrete fill above the top surface of sunken structural slab

包括跌級地台結構面上250毫米厚混凝土填充層
† 包括跌級地台結構面上350毫米厚混凝土填充層
^ 包括跌級地台結構面上400毫米厚混凝土填充層

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. (Note: Not Applicable)

Remark:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

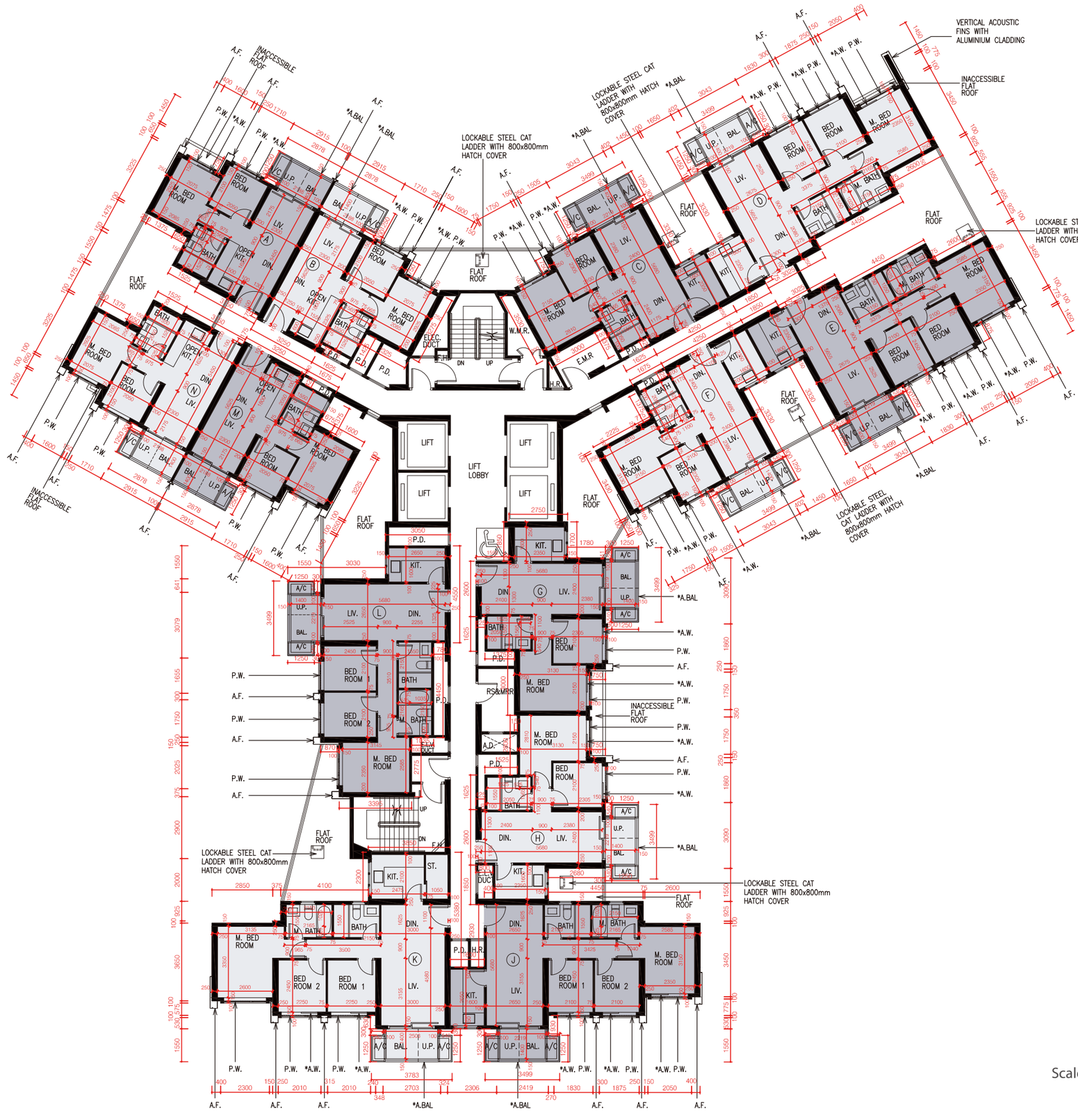
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：不適用）

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

TOWER 2　5/F
第二座　5樓



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

Description 描述	Floor 樓層	Tower 2 第二座												
		Unit 單位												
		A	B	C	D	E	F	G	H	J	K	L	M	N
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）	5/F 5樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
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*, 3150, 3500*	3150, 3150*, 3250*, 3500*	3150, 3150*, 3500*	3100*, 3150, 3500*	3100*, 3150, 3500*	3150, 3150*, 3500*	3150, 3150*, 3500*	3150, 3150*, 3500*	3100*, 3150, 3250*, 3500*	3100*, 3150, 3500*	3150, 3150*, 3500*	3150, 3150*, 3250*, 3500*	3100*, 3150, 3500*

* Including 350mm thick concrete fill above the top surface of transfer plate structural slab

* 包括跌級地台結構面上350毫米厚混凝土填充層

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. (Note: Not Applicable)

Remark:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

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：不適用）

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

TOWER 2　　6/F – 14/F
第二座　　6樓至14樓

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

Description 描述	Floor 樓層	Tower 2 第二座												
		Unit 單位												
		A	B	C	D	E	F	G	H	J	K	L	M	N
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）	6/F – 14/F 6樓至14樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
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）		3150, 3150^	3150, 3150†, 3150#	3150, 3150†	3150, 3150^	3150, 3150^	3150, 3150†	3150, 3150†	3150, 3150†	3150, 3150^, 3150#	3150, 3150^	3150, 3150†, 3150#	3150, 3150†, 3150#	3150, 3150^

Including 250mm thick concrete fill above the top surface of sunken structural slab
† Including 350mm thick concrete fill above the top surface of sunken structural slab
^ Including 400mm thick concrete fill above the top surface of sunken structural slab

包括跌級地台結構面上250毫米厚混凝土填充層
† 包括跌級地台結構面上350毫米厚混凝土填充層
^ 包括跌級地台結構面上400毫米厚混凝土填充層

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. (Note: Not Applicable)

Remark:

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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：不適用）

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

TOWER 2 15/F
第二座 15樓

Scale 比例：0 2 4M（米）

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

Description 描述	Floor 樓層	Tower 2 第二座												
		Unit 單位												
		A	B	C	D	E	F	G	H	J	K	L	M	N
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）	15/F 15樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
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）		3150, 3150^	3150, 3150†, 3150#	3150, 3150†	3150, 3150^	3150, 3150^	3150, 3150†	3150, 3150†	3150, 3150†	3150, 3150^, 3150#	3150, 3150^	3150, 3150†, 3150#	3150, 3150†, 3150#	3150, 3150^

Including 250mm thick concrete fill above the top surface of sunken structural slab
† Including 350mm thick concrete fill above the top surface of sunken structural slab
^ Including 400mm thick concrete fill above the top surface of sunken structural slab

包括跌級地台結構面上250毫米厚混凝土填充層
† 包括跌級地台結構面上350毫米厚混凝土填充層
^ 包括跌級地台結構面上400毫米厚混凝土填充層

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Remark:

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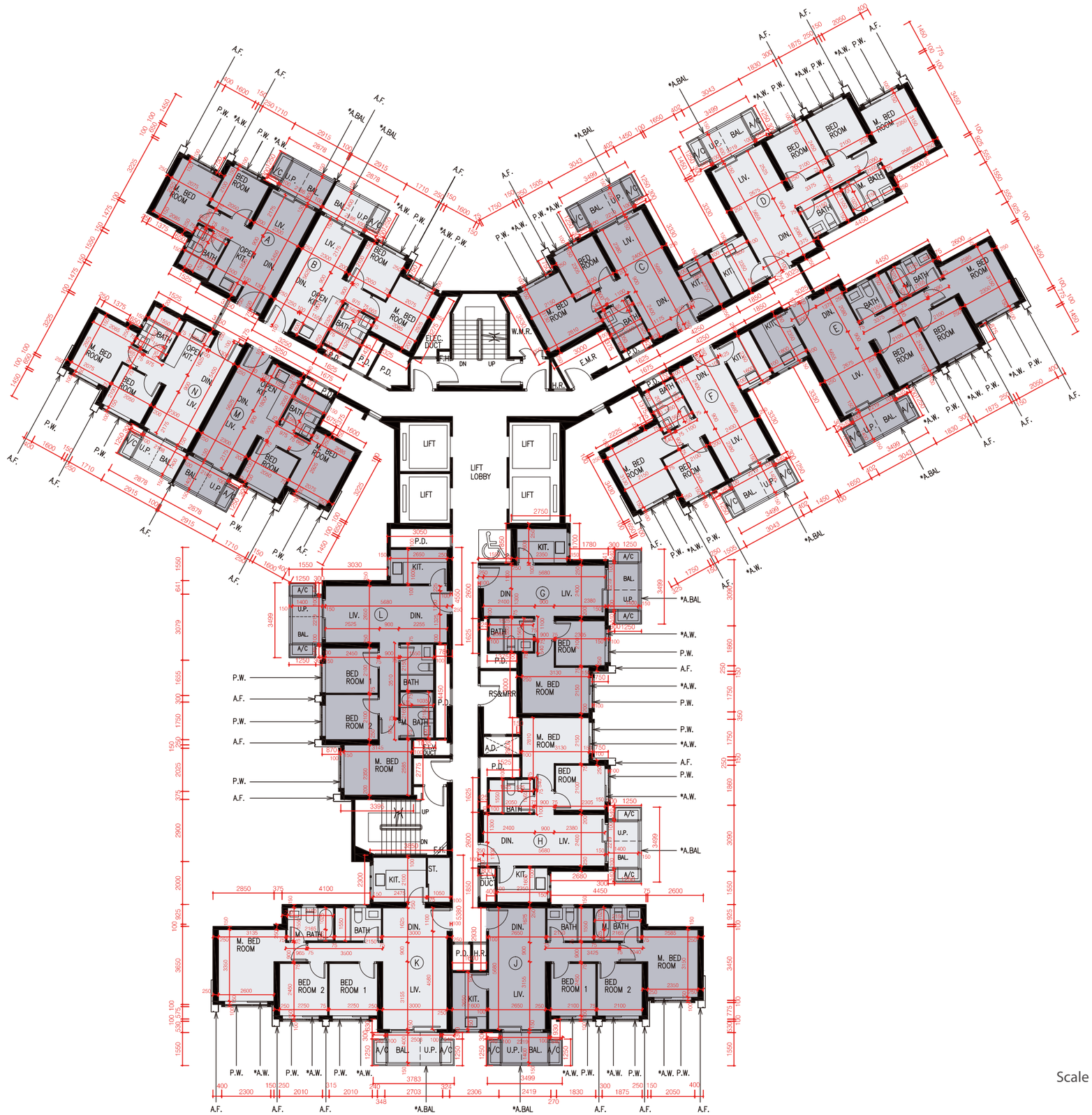
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：不適用）

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

TOWER 2 16/F – 22/F
第二座 16樓至22樓



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

Description 描述	Floor 樓層	Tower 2 第二座												
		Unit 單位												
		A	B	C	D	E	F	G	H	J	K	L	M	N
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）	16/F – 22/F 16樓至22樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
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）		3150, 3150^	3150, 3150†, 3150#	3150, 3150†	3150, 3150^	3150, 3150^	3150, 3150†	3150, 3150†	3150, 3150†	3150, 3150^, 3150#	3150, 3150^	3150, 3150†, 3150#	3150, 3150†, 3150#	3150, 3150^

Including 250mm thick concrete fill above the top surface of sunken structural slab
† Including 350mm thick concrete fill above the top surface of sunken structural slab
^ Including 400mm thick concrete fill above the top surface of sunken structural slab

包括跌級地台結構面上250毫米厚混凝土填充層
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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：不適用）

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

TOWER 2 23/F
第二座 23樓

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

Description 描述	Floor 樓層	Tower 2 第二座												
		Unit 單位												
		A	B	C	D	E	F	G	H	J	K	L	M	N
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）	23/F 23樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
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）		3150, 3150^	3150, 3150†, 3150#	3150, 3150†	3150, 3150^	3150, 3150^	3150, 3150†	3150, 3150†	3150, 3150†	3150, 3150^, 3150#	3150, 3150^	3150, 3150†, 3150#	3150, 3150†, 3150#	3150, 3150^

Including 250mm thick concrete fill above the top surface of sunken structural slab
† Including 350mm thick concrete fill above the top surface of sunken structural slab
^ Including 400mm thick concrete fill above the top surface of sunken structural slab

包括跌級地台結構面上250毫米厚混凝土填充層
† 包括跌級地台結構面上350毫米厚混凝土填充層
^ 包括跌級地台結構面上400毫米厚混凝土填充層

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. (Note: Not Applicable)

Remark:

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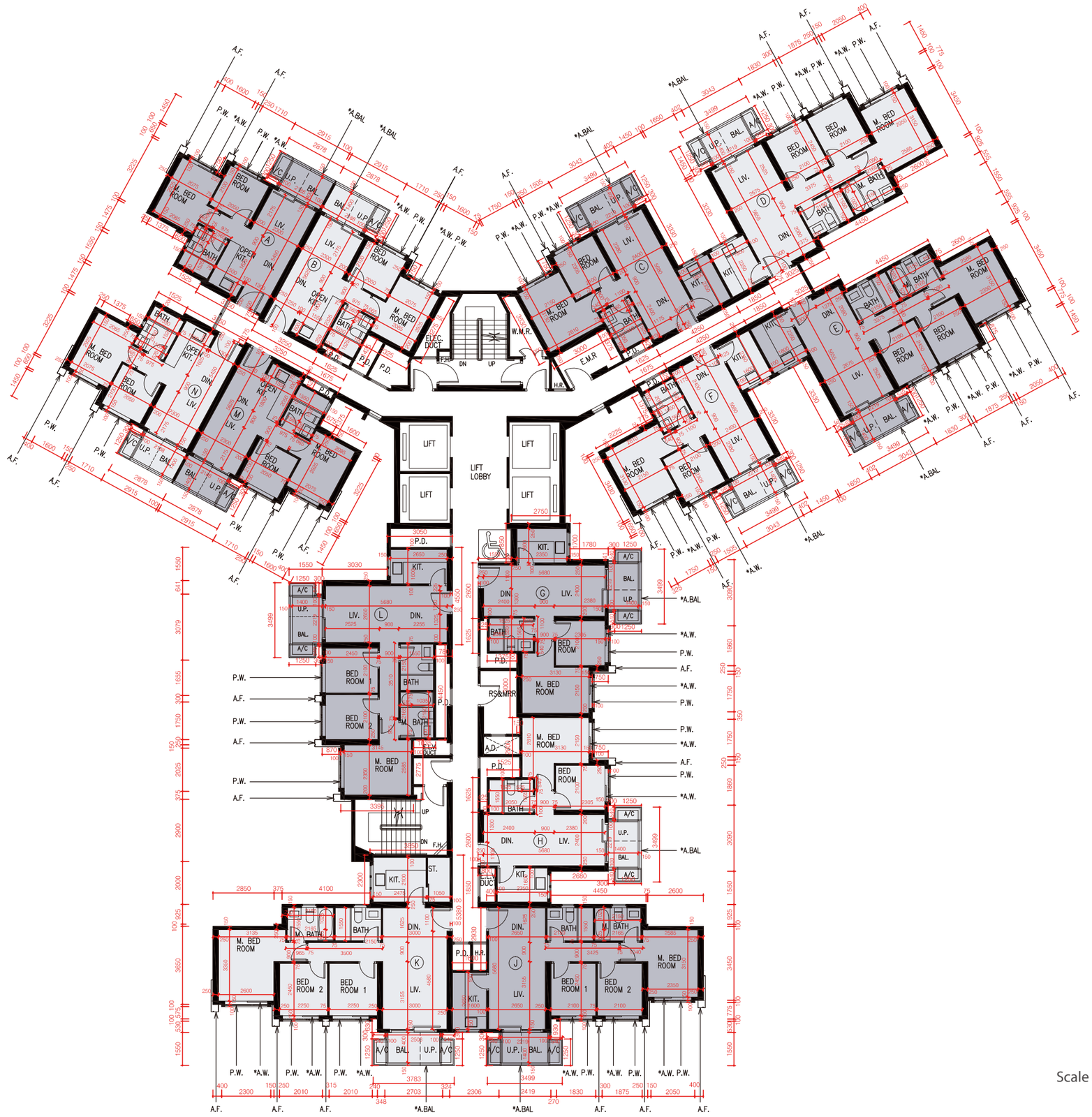
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：不適用）

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

TOWER 2 24/F – 32/F
第二座 24樓至32樓



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

Description 描述	Floor 樓層	Tower 2 第二座												
		Unit 單位												
		A	B	C	D	E	F	G	H	J	K	L	M	N
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）	24/F – 31/F 24樓至31樓	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160	150, 160
	32/F 32樓	150	150	150	150	150	150	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）	24/F – 31/F 24樓至31樓	3150, 3150^	3150, 3150†, 3150#	3150, 3150†	3150, 3150^	3150, 3150^	3150, 3150†	3150, 3150†	3150, 3150†	3150, 3150^, 3150#	3150, 3150^	3150, 3150†, 3150#	3150, 3150†, 3150#	3150, 3150^
	32/F 32樓	3150, 3550^	3150, 3400#, 3500†	3150, 3500†	3150, 3550^	3150, 3550^	3150, 3500†	3150, 3500†	3150, 3500†	3150, 3400#, 3550^	3150, 3550^	3150, 3400#, 3500†	3150, 3400#, 3500†	3150, 3550^

Including 250mm thick concrete fill above the top surface of sunken structural slab
† Including 350mm thick concrete fill above the top surface of sunken structural slab
^ Including 400mm thick concrete fill above the top surface of sunken structural slab

包括跌級地台結構面上250毫米厚混凝土填充層
† 包括跌級地台結構面上350毫米厚混凝土填充層
^ 包括跌級地台結構面上400毫米厚混凝土填充層

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. (Note: Not Applicable)

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：不適用）

Remark:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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）									
Block Name 大廈名稱	Floor 樓層	Unit 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 1 第一座	5/F – 32/F 5樓至32樓	A	61.630 (663) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		B	44.941 (484) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C	44.765 (482) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		D	44.755 (482) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		E	38.481(414) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		F	38.101 (410) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		G	38.127 (410) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–

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

Remarks:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
2. There is no verandah in the residential properties in the Phase.
3. The Saleable Area of the residential unit was included the non-structural prefabricated external wall and is measured from the exterior of the enclosing walls of the residential unit which may be non-structural prefabricated external walls.
4. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目（如有）的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。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。
2. 期數住宅物業並無陽台。
3. 住宅單位有非結構預製外牆。住宅單位之實用面積之計算包括非結構預製外牆，並由圍封該住宅物業的圍封牆（其可能為非結構預製外牆）之外圍起計。
4. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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）									
Block Name 大廈名稱	Floor 樓層	Unit 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 1 第一座	5/F – 32/F 5樓至32樓	H	38.128 (410) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		J	38.163 (411) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		K	44.463 (479) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		L	44.788 (482) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		M	61.630 (663) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–

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

Remarks:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
2. There is no verandah in the residential properties in the Phase.
3. The Saleable Area of the residential unit was included the non-structural prefabricated external wall and is measured from the exterior of the enclosing walls of the residential unit which may be non-structural prefabricated external walls.
4. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目（如有）的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。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。
2. 期數住宅物業並無陽台。
3. 住宅單位有非結構預製外牆。住宅單位之實用面積之計算包括非結構預製外牆，並由圍封該住宅物業的圍封牆（其可能為非結構預製外牆）之外圍起計。
4. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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）									
Block Name 大廈名稱	Floor 樓層	Unit 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 2 第二座	5/F – 32/F 5樓至32樓	A	38.127 (410) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		B	38.544 (415) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		C	44.754 (482) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		D	60.060 (646) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		E	60.060 (646) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		F	44.767 (482) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		G	44.722 (481) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–

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

Remarks:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
2. There is no verandah in the residential properties in the Phase.
3. The Saleable Area of the residential unit was included the non-structural prefabricated external wall and is measured from the exterior of the enclosing walls of the residential unit which may be non-structural prefabricated external walls.
4. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目（如有）的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。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。
2. 期數住宅物業並無陽台。
3. 住宅單位有非結構預製外牆。住宅單位之實用面積之計算包括非結構預製外牆，並由圍封該住宅物業的圍封牆（其可能為非結構預製外牆）之外圍起計。
4. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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）									
Block Name 大廈名稱	Floor 樓層	Unit 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 2 第二座	5/F – 32/F 5樓至32樓	H	43.805 (472) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		J	59.528 (641) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		K	69.231 (745) Balcony 露台：2.440 (26) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		L	59.670 (642) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		M	38.509 (415) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–
		N	38.127 (410) Balcony 露台：2.000 (22) Utility Platform 工作平台：1.500 (16)	–	–	–	–	–	–	–	–	–	–

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

Remarks:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
2. There is no verandah in the residential properties in the Phase.
3. The Saleable Area of the residential unit was included the non-structural prefabricated external wall and is measured from the exterior of the enclosing walls of the residential unit which may be non-structural prefabricated external walls.
4. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目（如有）的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。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。
2. 期數住宅物業並無陽台。
3. 住宅單位有非結構預製外牆。住宅單位之實用面積之計算包括非結構預製外牆，並由圍封該住宅物業的圍封牆（其可能為非結構預製外牆）之外圍起計。
4. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

There is no parking space in the Phase.

期數不設停車位。

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

1. A preliminary deposit of 5% of the purchase price is payable on the signing of the preliminary agreement for sale and purchase ("preliminary agreement");
2. The preliminary deposit paid by the purchaser on the signing of 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 –
   (i) that preliminary agreement is terminated;
   (ii) the preliminary deposit is forfeited; and
   (iii) the owner does not have any further claim against the purchaser for the failure.

1. 在簽署臨時買賣合約(「該臨時合約」)時須支付款額為售價之5%的臨時訂金;
2. 買方在簽署該臨時合約時支付的臨時訂金,會由代表擁有人行事的律師事務所以保證金保存人的身份持有;
3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約 –
   (i) 該臨時合約即告終止;
   (ii) 有關的臨時訂金即予沒收;及
   (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

1. Common Parts of the Development

"Common Areas and Facilities" means all areas, systems, equipment, facilities, machinery, fixtures, fittings, Conduits or other matters in the Land:

(a) which are intended for the common use and benefit of different Owners, occupiers, licensees or invitees of the Land or any part thereof;

(b) as will fall within the definition of "common parts" in section 2 of the Ordinance; or

(c) which are from time to time designated by an Owner to be Common Areas and Facilities in accordance under Clause 14.15 of the Deed of Mutual Covenant and Management Agreement in respect of the Development (**"DMC"**).

The expression shall include (subject to the provisions of the DMC) the common parts specified in Schedule 1 to the Ordinance and shall also include those areas of the Development which are (for identification purpose) coloured Pink, Pink Stippled Black, Pink Dashed Black, Pink Hatched Black, Pink Cross Hatched Black, Yellow, Yellow Stippled Black, Yellow Dashed Black and Yellow Stippled Black Dashed Black and marked with Violet Dashed Lines on the Plans. For the avoidance of doubt, the expression shall include the Development Common Areas and Facilities, the SSF Common Areas and Facilities and the HS Common Areas and Facilities. To avoid doubt, the expression shall exclude any system, equipment, facility, machinery, fixture, fitting or Conduit which serves only one Unit.

"Development Common Areas and Facilities" means those Common Areas and Facilities which are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different SSF Units and the HS Portion (whether or not the same are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of the Government Accommodation as well), and shall include:

(a) those areas of the Development which are (for identification purpose) coloured Yellow, Yellow Stippled Black, Yellow Dashed Black and Yellow Stippled Black Dashed Black on the Plans (**"Coloured Yellow Areas"** in this definition);

(b) the internal finishes of the Coloured Yellow Areas;

(c) all structural or load bearing elements of the Development (save to the extent forming part of any Unit or the SSF Common Areas and Facilities);

(d) any non-structural or non-load bearing internal partition of the Coloured Yellow Areas;

(e) the inner half of any non-structural or non-load bearing elements separating any Coloured Yellow Areas from any other area coloured as the SSF Units, the HS Portion or the SSF Common Areas and Facilities;

(f) all sanitary appliances, glazing, window panes, window frames, doors, door frames, grilles, louvers and louver frames of any Coloured Yellow Areas;

(g) any water-proofing system on the top of the floor slab of any Coloured Yellow Areas;

(h) the foundations of the Development;

(i) the Visitors' Parking Spaces and the electric vehicle charging enabling facilities (if any) and the associated installations installed or to be installed for serving such parking spaces exclusively;

(j) those part(s) of the Greenery Areas (including vertical greenery) which are (for identification purpose) coloured Yellow Stippled Black and Yellow Stippled Black Dashed Black and marked with Violet Dashed Lines on the Plans;

(k) those part(s) of the Covered Landscaped and Play Areas which are (for identification purpose) coloured Yellow Dashed Black and Yellow Stippled Black Dashed Black on the Plans;

(l) the Owners' Committee office;

(m) the Slope and Retaining Structures (if any) within the Land;

(n) the protected lobbies to required staircases inside the Coloured Yellow Areas;

(o) the Items, save to the extent forming part of the Government Accommodation, the HS Portion or the SSF Common Areas and Facilities (if any);

(p) those parts of the façade, external walls, parapets of the Development (including the glazing, windows, window panes, window frames, louvers, louvers frames, external finishes, signages, claddings and architectural fins and features thereon, if any) which are (for identification purpose) coloured Yellow on the elevation plans forming part of the Plans; and

(q) those Common Areas and Facilities (including any areas, systems, equipment, facilities, machinery, fixtures, fittings and Conduits) which do not form part of the SSF Common Areas and Facilities or the HS Common Areas and Facilities.

"HS Common Areas and Facilities" means those areas and facilities of the HS Portion to be designated under the subsequent Sub-Deed(s) of Mutual Covenant of the HS Portion (or any part thereof) in accordance with Clause 4.9 of the DMC and which serve the Owner(s), occupiers, licensees or invitees of different parts of the HS Portion (whether or not the Owner, tenants, occupiers, licensees or invitees of the Government Accommodation are also benefited), and for the avoidance of doubt, "HS Common Areas and Facilities" defined herein may include one or more sub-categories of common areas and facilities which may be created under the subsequent Sub-Deed(s) of Mutual Covenant of the HS Portion (or any part thereof) and serve only the Owner(s), occupiers, licensees or invitees of one or more particular part(s) of the HS Portion.

"SSF Common Areas and Facilities" means those Common Areas and Facilities which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different SSF Units (whether or not the Owner, tenants, occupiers, licensees or invitees of the Government Accommodation are also benefited); and shall include:

(a) those areas of the Development which are (for identification purpose) coloured Pink, Pink Stippled Black, Pink Dashed Black, Pink Hatched Black and Pink Cross Hatched Black on the Plans (the **"Coloured Pink Areas"** in this definition);

(b) the internal finishes of the Coloured Pink Areas;

(c) any non-structural or non-load bearing internal partition of the Coloured Pink Areas;

(d) the inner half of any non-structural or non-load bearing elements separating any Coloured Pink Areas from any other area coloured as the HS Portion or the Development Common Areas and Facilities or any SSF Unit (or of any balcony, utility platform or air-conditioner platform held with and forming part of the SSF Unit);

(e) the entire façade and all external walls of Delight Terrace (including any prefabricated external walls of such towers which are (for identification purpose) marked with Indigo Dashed Lines on the Plans);

(f) the structural and load bearing elements of the Development which only serve or support different SSF Units and/or any Coloured Pink Areas;

(g) the elements (whether structural or load-bearing or not) separating the Coloured Pink Areas from any other area coloured as the Government Accommodation;

(h) any lift in the Development which is in the Coloured Pink Areas and its associate fittings, fixtures, equipment, installations, lift shaft and lift pit;

(i) all sanitary appliances, glazing, window panes, window frames, doors, door frames, louvers and louver frames of any Coloured Pink Areas;

(j) any water-proofing system on the top of the floor slab of any Coloured Pink Areas;

(k) the SSF Recreational Facilities;

(m) the SSF Loading and Unloading Spaces;

(n) the SSF Bicycle Parking Spaces;

(o) those part(s) of the Greenery Areas which are (for identification purpose) coloured Pink Stippled Black on the Plans;

(p) those part(s) of the Covered Landscaped and Play Areas which are (for identification purpose) coloured Pink Dashed Black on the Plans;

(q) the counter(s), office(s), store(s), guard room(s) and lavatory(ies) for watchmen and management staff serving the SSF Units, including but not limited to the estate management office, the security room and the caretaker counters in the Coloured Pink Areas;

(r) those part(s) of the Wider Common Corridors and Lift Lobbies inside the Coloured Pink Areas which are (for identification purpose) coloured Pink Hatched Black on the Plans;

(s) the lift lobbies serving fireman's lift and protected lobbies to required staircases inside the Coloured Pink Areas and serving the SSF Units exclusively;

(t) those areas for installation or use of aerial broadcast distribution or telecommunications network facilities which serve only the SSF Units;

(u) the gondola and/or davit arm systems serving Delight Terrace (including the associated building maintenance units fall arrest system (if any));

(v) all systems, equipment, facilities, machinery, fixtures, fittings, Conduits serving exclusively any Coloured Pink Areas or any or some of the above; and

(w) the Items, save to the extent forming part of the Development Common Areas and Facilities, the Government Accommodation or the HS Portion (if any).

2. Number of Undivided Shares assigned to each SSF Unit in the Phase

Block	Floor	Unit	No. of Undivided Shares allocated to each SSF Unit
Tower 1	5/F – 32/F (28 storeys)	A	62 / 181,217
		B	45 / 181,217
		C	45 / 181,217
		D	45 / 181,217
		E	39 / 181,217
		F	39 / 181,217
		G	39 / 181,217
		H	39 / 181,217
		J	39 / 181,217
		K	45 / 181,217
		L	45 / 181,217
		M	62 / 181,217
Tower 2	5/F – 32/F (28 storeys)	A	39 / 181,217
		B	39 / 181,217
		C	45 / 181,217
		D	61 / 181,217
		E	61 / 181,217
		F	45 / 181,217
		G	45 / 181,217
		H	44 / 181,217
		J	60 / 181,217
		K	70 / 181,217
		L	60 / 181,217
		M	39 / 181,217
		N	39 / 181,217

Note: There is no Unit I in Tower 1 and Tower 2.

Remark:

The number of Management Shares of an SSF Unit is the same as the number of Undivided Shares allocated to that SSF Unit. However, the total number of Undivided Shares in the Development is different from the total number of Management Shares in the Development. The total number of Management Shares of all SSF Units in the Development is 33,348. The total number of Management Shares in the Development is 172,105.

3. Term of years for which the Manager of the Development is appointed

Subject to the provisions of the Ordinance, Hong Kong Housing Society as the DMC Manager is appointed as the Manager to undertake the management of the Land from (and inclusive of) the date of the DMC for an initial term of two (2) years until its appointment terminated in accordance with the provisions of the DMC.

4. Basis on which the Management Expenses are shared among the owners of the SSF Units in the Development

(a) 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 shall be based on the budget prepared by the Manager) (including the Manager's Remuneration) of the Development in such manner, amount and proportion as provided in the DMC by reference to the Management Shares allocated to his Unit. In general,

(i) the owners of Units shall contribute towards the Development Management Expenses relating to the Development Common Areas and Facilities according to the proportions borne by the number of Management Shares allocated to their Units to the total number of Management Shares allocated to the HS Portion and all SSF Units; and

(ii) the owners of SSF Units shall contribute towards the SSF Management Expenses relating to the SSF Common Areas and Facilities according to the proportions borne by the number of Management Shares allocated to their SSF Units to the total number of Management Shares allocated to all SSF Units.

(b) In the event that the Parking Spaces fall into multi-ownership, subject to the terms of the relevant Sub-Deed(s) of Mutual Covenant, the expenditure relating to those parts of the Car Park designated as HS Common Areas and Facilities in accordance with Clause 4.9(c) of the DMC shall be borne by different Owners in the following manner:

(i) all Owners (excluding the Owners of the Parking Spaces) shall contribute to a proportion of such expenditure which the total gross floor area of all Visitors' Parking Spaces bear to the total gross floor area of all Parking Spaces, the Visitors' Parking Spaces, the SSF Loading and Unloading Spaces, the Commercial Disabled Parking Spaces, the Commercial Loading and Unloading Spaces, the PRH Loading and Unloading Spaces and the Public Vehicle Park;

(ii) the Owners of SSF Units shall (in addition to the contribution to be made under sub-clause (b)(i) above) contribute to a proportion of such expenditure which the total gross floor area of all SSF Loading and Unloading Spaces bears to the total gross floor area of all Parking Spaces, the Visitors' Parking Spaces, the SSF Loading and Unloading Spaces, the Commercial Disabled Parking Spaces, the Commercial Loading and Unloading Spaces, the PRH Loading and Unloading Spaces and the Public Vehicle Park; and

(iii) the Owners of the HS Portion shall (in addition to the contribution to be made under sub-clause (b)(i) above, if applicable) contribute to the remaining proportion of such expenditure in accordance with the provisions in the relevant Sub-Deed(s) of Mutual Covenant Provided That in any event no Owner of the HS Portion shall be required to make contribution of a disproportionate proportion.

5. Basis on which the Management Fees Deposit is fixed

The amount of Management Fees Deposit is a sum equal to three (3) months' Monthly Management Fees payable for a Unit during the first Financial Year as adjusted from time to time under Clause 10.5(c)(iii) of the DMC.

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

Not applicable.

Notes:

(1) Unless otherwise defined in this sales brochure, capitalized term used in the above shall have the same meanings of such terms in the DMC.

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

15 SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

1. 發展項目之公用部分

「公用地方與設施」指所有在該土地內符合以下情況的區域、系統、設備、設施、機器、固定裝置、裝置、管道或其他事宜：

(a) 該地方與設施為該土地或其任何部分之不同業主、佔用人、被許可人或受邀人共同使用與享用；

(b) 該地方與設施符合建築物管理條例第2條中「公用部分」的定義；或

(c) 該地方與設施由業主不時根據公契及管理協議（**「公契」**）第14.15條所指定為公用地方與設施。

公用地方與設施一詞包括（受限於公契條款）建築物管理條例第1附表中指明之「公用部分」，及包括發展項目於公契夾附圖則以粉紅色、粉紅色加黑點、粉紅色加黑虛線、粉紅色加黑斜線、粉紅色加黑交叉斜線、黃色、黃色加黑點、黃色加黑虛線及黃色加黑點加黑虛線顯示及以紫色虛線標示（以資識別）的範圍。為免生疑問，公用地方與設施一詞包括發展項目公用地方與設施、資助出售房屋公用地方與設施及房協公用地方與設施。為免生疑問，公用地方與設施一詞不包括僅服務一個單位之任何系統、設備、設施、機器、固定裝置、裝置或管道。

「發展項目公用地方與設施」指提供或安裝予不同資助出售房屋單位及房協範圍的業主、佔用人、被許可人或受邀人共同使用與享用之公用地方與設施（不論該地方與設施是否同時提供或安裝予政府樓宇的業主、佔用人、被許可人或受邀人共同使用與享用），包括：

(a) 發展項目於公契夾附圖則以黃色、黃色加黑點、黃色加黑虛線及黃色加黑點加黑虛線顯示（以資識別）的範圍（定義中的**「黃色範圍」**）；

(b) 黃色範圍之室內裝修物料；

(c) 發展項目所有結構性或承重元件（構成任何單位或資助出售房屋公用地方與設施一部分之範圍除外）；

(d) 黃色範圍之任何非結構性或非承重之內部間隔；

(e) 由任何其他在公契夾附圖則上著色為資助出售房屋單位、房協範圍或資助出售房屋公用地方與設施的範圍中分隔任何黃色範圍之任何非結構性或非承重元件之向內一半；

(f) 任何黃色範圍之所有衞生設施、玻璃、窗玻璃、窗框、門、門框、欄柵、百葉窗及百葉窗框；

(g) 任何在黃色範圍地台樓板上面之防水系統；

(h) 發展項目之地基；

(i) 訪客停車位及可供電動汽車充電之設施（如有）及專門服務該等停車位的已安裝或擬安裝之相關裝置；

(j) 綠化範圍（包括垂直綠化）並於公契夾附圖則以黃色加黑點及黃色加黑點加黑虛線顯示及以紫色虛線標示（以資識別）的部分；

(k) 有蓋園景及遊樂場範圍並於公契夾附圖則以黃色加黑虛線及黃色加黑點加黑虛線顯示（以資識別）的部分；

(l) 業主委員會辦事處；

(m) 該土地內斜坡及護土構築物（如有）；

(n) 黃色範圍內之通往指定樓梯的防護門廊；

(o) 物件（構成政府樓宇、房協範圍或資助出售房屋公用地方與設施（如有）一部分之範圍除外）；

(p) 發展項目之面牆、外牆、護牆的部分（包括其上之玻璃、窗、窗玻璃、窗框、百葉窗、百葉窗框、室外裝修物料、交通標誌、面板及裝飾鰭及建築裝飾（如有）），並於公契夾附圖則中之立面圖以黃色顯示（以資識別）；及

(q) 非構成資助出售房屋公用地方與設施或房協公用地方與設施一部分之公用地方與設施（包括任何區域、系統、設備、設施、機器、固定裝置、裝置及管道）。

「房協公用地方與設施」指將根據公契第4.9條簽訂的房協範圍（或其任何部分）副公契下指定為並服務房協範圍不同部分的業主、佔用人、被許可人或受邀人之房協範圍的地方與設施（不論是否同時惠及政府樓宇的業主、租客、佔用人、被許可人或受邀人），並為免生疑問，在此定義之「房協公用地方與設施」可包括一個或多個在房協範圍（或其任何部分）副公契下指定為並服務房協範圍一個或多個特定部分的業主、佔用人、被許可人或受邀人的子類別的公用地方與設施。

「資助出售房屋公用地方與設施」指提供或安裝予不同資助出售房屋單位的業主、佔用人、被許可人或受邀人共同使用與享用之公用地方與設施（不論是否同時惠及政府樓宇的業主、租客、佔用人、被許可人或受邀人），包括：

(a) 發展項目於公契夾附圖則以粉紅色、粉紅色加黑點、粉紅色加黑虛線、粉紅色加黑斜線及粉紅色加黑交叉斜線顯示（以資識別）的範圍（定義中的「粉紅色範圍」）；

(b) 粉紅色範圍之室內裝修物料；

(c) 粉紅色範圍之任何非結構性或非承重之內部間隔；

(d) 由任何其他著色為房協範圍或發展項目公用地方與設施或任何資助出售房屋單位（或任何與資助出售房屋單位一起持有及構成其一部分之露台、工作平台或冷氣機平台）的範圍中分隔任何粉紅色範圍之任何非結構性或非承重元件之向內一半；

(e) 樂啟軒之整幅面牆及大廈所有外牆（包括於公契夾附圖則以靛青色虛線標示（以資識別）該等大廈之任何預製外牆）；

(f) 僅供或支撐不同資助出售房屋單位及/或任何粉紅色範圍的發展項目之結構性及承重元件；

(g) 由任何其他著色為政府樓宇的範圍中分隔粉紅色範圍之元件（不論是否結構性或承重）；

(h) 粉紅色範圍內任何發展項目之升降機及其相關裝置、固定裝置、設備、機械、升降機槽及升降機井底坑；

(i) 任何粉紅色範圍之所有衞生設施、玻璃、窗玻璃、窗框、門、門框、百葉窗及百葉窗框；

(j) 任何在粉紅色範圍地台樓板上面之防水系統；

(k) 資助出售房屋康樂設施；

(m) 資助出售房屋上落客貨停車位；

(n) 資助出售房屋單車停車位；

(o) 綠化範圍並於公契夾附圖則以粉紅色加黑點顯示（以資識別）的部分；

(p) 有蓋園景及遊樂場範圍並於公契夾附圖則以粉紅色加黑虛線顯示（以資識別）的部分；

(q) 供服務資助出售房屋單位之保安人員和管理處員工使用的櫃枱、辦工室、儲物室、警衛室和廁所，包括但不限於粉紅色範圍內之屋苑管理處、保安控制室及管理員櫃枱；

(r) 粉紅色範圍內之加闊的公用走廊及升降機大堂並於公契夾附圖則以粉紅色加黑斜線顯示（以資識別）的部分；

(s) 粉紅色範圍內專為服務資助出售房屋單位之消防員升降機大堂及通往指定樓梯的防護門廊；

(t) 僅為服務資助出售房屋單位的天線廣播分導或電訊網絡設施之安裝或使用的所有範圍；

(u) 服務樂啟軒之吊船工作台及/或吊船系統（包括相關之樓宇維修設備的防墜系統（如有））；

(v) 任何專門服務粉紅色範圍或以上任何或其中項目之所有系統、設備、設施、機器、固定裝置、裝置、管道；及

(w) 物件（構成發展項目公用地方與設施、政府樓宇或房協範圍（如有）一部分之範圍除外）。

2. 分配予期數中各資助出售房屋單位的不分割份數的數目

座數	樓層	單位	每個資助出售房屋單位獲分配的不分割份數的數目
第一座	5樓至32樓（28層）	A	62 / 181,217
		B	45 / 181,217
		C	45 / 181,217
		D	45 / 181,217
		E	39 / 181,217
		F	39 / 181,217
		G	39 / 181,217
		H	39 / 181,217
		J	39 / 181,217
		K	45 / 181,217

座數	樓層	單位	每個資助出售房屋單位獲分配的不分割份數的數目
第一座	5樓至32樓 (28層)	L	45 / 181,217
		M	62 / 181,217
第二座	5樓至32樓 (28層)	A	39 / 181,217
		B	39 / 181,217
		C	45 / 181,217
		D	61 / 181,217
		E	61 / 181,217
		F	45 / 181,217
		G	45 / 181,217
		H	44 / 181,217
		J	60 / 181,217
		K	70 / 181,217
		L	60 / 181,217
		M	39 / 181,217
		N	39 / 181,217

註：第一座及第二座不設「I」單位。

備註：
每個資助出售房屋單位之管理份數相等於其獲分配之不分割份數，惟發展項目不分割份數總數與發展項目管理份數總數不同。發展項目所有資助出售房屋單位管理份數總數為33,348，發展項目之管理份數總數為172,105。

3. 發展項目的管理人的委任年期

受限於建築物管理條例，香港房屋協會作為公契管理人獲委任為管理人，負責管理該土地，首屆任期為公契簽署日期（包括當天）起計兩(2)年，直至其委任權責按公契的條文終止。

4. 在發展項目中的資助出售房屋單位的擁有人之間分擔管理開支的基準

(a) 每名業主須根據其單位獲分配到的管理份數按公契指明的方式、金額及比例分擔發展項目的管理開支（指管理發展項目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：

(i) 單位業主須按獲分配到其單位之管理份數佔房協範圍及所有資助出售房屋單位之管理份數總數之比例分擔有關發展項目公用地方與設施之發展項目管理開支；及

(ii) 資助出售房屋單位業主須按獲分配到其資助出售房屋單位之管理份數佔所有資助出售房屋單位之管理份數總數之比例分擔有關資助出售房屋公用地方與設施之資助出售房屋管理開支。

(b) 倘若多位業主共同擁有停車位，受限於相關之副公契條款，與按公契第4.9(c)條所指定為房協公用地方與設施的停車場部分之相關開支將由不同業主以以下方式分擔：

(i) 所有業主（停車位業主除外）須按所有訪客停車位的整體總樓面面積佔所有停車位、訪客停車位、資助出售房屋上落客貨停車位、商業部分傷殘人士停車位、商業部分上落客貨停車位、公共租住房屋上落客貨停車位及公眾停車場的整體總樓面面積之比例分擔該等開支；

(ii) 資助出售房屋單位業主（在以上第(b)(i)分條須負責分擔部分之上）須按所有資助出售房屋上落客貨停車位的整體總樓面面積佔所有停車位、訪客停車位、資助出售房屋上落客貨停車位、商業部分傷殘人士停車位、商業部分上落客貨停車位、公共租住房屋上落客貨停車位及公眾停車場的整體總樓面面積之比例分擔該等開支；及

(iii) 房協範圍業主（在以上第(b)(i)分條須負責分擔部分之上（如適用））須按相關之副公契條文分擔該等開支之餘下比例，惟於任何情況下房協範圍業主毋須負責分擔不合比例之部分。

5. 計算管理費按金的基準

管理費按金金額相等於每個單位須支付的首年三(3)個月之管理費（可不時按公契第10.5(c)(iii)條調整）。

6. 擁有人（即賣方）在期數中保留作自用的範圍（如有的話）

不適用。

註：
(1) 除非本售樓說明書另作定義，以上使用的專有詞語具有公契內該等詞語的相同意義。
(2) 請查閱公契的最新擬稿以了解全部詳情。公契的最新擬稿全文現存於售樓處，於開放時間可供免費查閱，並可在支付所需影印費後取得公契的最新擬稿之複印本。

1. The Phase is situated on New Kowloon Inland Lot No. 6610 ("the lot").

2. The lot is held from the Government under Conditions of Grant No. 20378 dated 11 May 2021 as varied or modified by a Modification Letter dated 28 February 2023 and registered in the Land Registry by Memorial No. 23031401290083 (collectively, "the Land Grant") for a term of 50 years from 9 October 2020 and expiring on 8 October 2070.

3. User

Special Condition No. (4)

"The lot or any part or parts thereof or any building or buildings or any part or parts thereof erected or to be erected on the lot shall not be used for any purpose other than for non-industrial purposes (excluding godown, hotel, petrol filling station and private residential purposes other than those as permitted in sub-clauses (a) and (b) of this Special Condition):

(a) private residential purposes as Public Rental Housing Units (Group A) and Public Rental Housing Units (Group B) referred to respectively in Special Condition Nos. (5)(a) and (5)(b) hereof; and

(b) private residential purposes as Subsidized Sale Flat Units referred to in Special Condition No. (5)(c) hereof."

4. Indemnity by Grantee

General Condition No. 4

"The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director of Lands (hereinafter referred to as **"the Director"**, and whose opinion shall be final and binding on the Grantee), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Grantee whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof."

5. Maintenance

General Condition No. 6

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

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

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

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

6. Private Streets, Roads and Lanes

General Condition No. 8

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

7. Building Covenant

Special Condition No. (3)

"The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of June, 2026."

(Note: Pursuant to a letter issued by the District Lands Office / Kowloon East, Lands Department on 8 November 2024, the date referred to in Special Condition No.(3) has been extended to 31 December 2026.)

8. Public Rental Housing Units

Special Condition No. (5)(a)-(b)

"(a) Subject always to Special Condition No. (30) hereof, the private residential units in the building or buildings erected or to be erected on the lot or any part thereof for private residential purposes as public rental housing units (Group A), shall not be used for any purpose other than for public rental housing units (Group A) in accordance with this Agreement and to be underlet to persons within the designated categories of persons of low to middle income selected by the Grantee in accordance with the eligibility criteria as determined by the Grantee from time to time for the allocation of rental accommodation in public rental housing estates in Hong Kong (such private residential units are hereinafter individually referred to as **"Public Rental Housing Unit (Group A)"** and collectively referred to as **"Public Rental Housing Units (Group A)"**, and those persons who are selected as eligible tenants by the Grantee for the Public Rental Housing Units (Group A) are hereinafter referred to as **"Eligible Tenants (Group A)"**) and upon such terms and conditions and for such consideration as shall be determined by the Grantee.

(b) Subject always to Special Condition No. (30) hereof, the private residential units in the building or buildings erected or to be erected on the lot or any part thereof for private residential purposes as public rental housing units (Group B), shall not be used for any purpose other than for public rental housing units (Group B) in accordance with this Agreement and to be underlet to persons within the designated categories of persons of low to middle income selected by the Grantee in accordance with the eligibility criteria as determined by the Grantee from time to time for the allocation of rental accommodation in public rental housing estates in Hong Kong (such private residential units are hereinafter individually referred to as **"Public Rental Housing Unit (Group B)"** and collectively referred to as **"Public Rental Housing Units (Group B)"**, and those persons who are selected as eligible tenants by the Grantee for the Public Rental Housing Units (Group B) are hereinafter referred to as **"Eligible Tenants (Group B)"**) and upon such terms and conditions and for such consideration as shall be determined by the Grantee Provided that notwithstanding anything contained in this sub-clause of this Special Condition, the Secretary for Development or any person or statutory body authorised by him shall have the authority to determine the designated categories of persons of any types and eligibility criteria thereof in his sole and absolute discretion for selection by the Grantee under this sub-clause of this Special Condition during the period from the date of this Agreement up to the expiry of five years from the date of a temporary occupation permit or an occupation permit (whichever is the earlier) issued by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or buildings erected or to be erected on the lot for the purposes of Public Rental Housing Units (Group B), or such other period as may be determined by the Secretary for Development in his sole and absolute discretion."

9. Subsidized Sale Flat Units

Special Condition No. (5)(c)-(d)

"(c) Subject always to Special Conditions Nos. (30) and (31) hereof, the residential units in the building or buildings erected or to be erected on the lot or any part thereof for the purposes of subsidized sale flat units (such residential units are hereinafter individually referred to as **"Subsidized Sale Flat Unit"** and collectively referred to as **"Subsidized Sale Flat Units"**) shall not be used for any purpose other than private residential purposes and the Grantee may only sell the Subsidized Sale Flat Units to persons within those designated categories of purchasers selected by the Grantee in accordance with the eligibility criteria as determined by the Approving Authority as referred to in sub-clause (d) of this Special Condition (hereinafter referred to as **"the Approving Authority"**) from time to time (those persons who are selected by the Grantee for the purchase of the Subsidized Sale Flat Units are hereinafter referred to as **"Selected Persons"**).

(d) For the purposes of these Conditions, the expression "the Approving Authority" means:

(i) the Secretary for Development or any person or statutory body authorised by him at his sole and absolute discretion from the date of this Agreement up to the expiry of five years from the date of a temporary occupation permit or an occupation permit (whichever is the earlier) issued by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or buildings erected or to be erected on the lot for the purposes referred to in Special Condition No. (4)(b) hereof or such other period as may be determined by the Secretary for Development at his sole and absolute discretion; and

(ii) the Secretary for Housing after the expiry of the period stipulated in sub-clause (d)(i) of this Special Condition and for the residue of the term of years hereby agreed to be granted."

10. Delineation of the Development

Special Condition No. (6)

"(a) The Grantee shall within 6 calendar months from the date of this Agreement, or on or before such other date as may be approved by the Director, submit at his own expense to the Director for his written approval plans and schedules of accommodation in such form and containing such information as the Director as may require from time to time (hereinafter collectively referred to as **"the Delineation Plans and Schedules"**) showing delineated and coloured thereon:

(i) Public Rental Housing Units (Group A);

(ii) Public Rental Housing Units (Group B);

(iii) Subsidized Sale Flat Units;

(iv) the Non-industrial Portion (as defined in Special Condition No. (32)(a)(i) hereof) attributable to Public Rental Housing Units (Group A) (hereinafter referred to as **"the PRH (Group A) Commercial Portion"**);

(v) the Non-industrial Portion (as defined in Special Condition No. (32)(a)(i) hereof) attributable respectively to Public Rental Housing Units (Group B) and Subsidized Sale Flat Units (hereinafter referred to as **"the DRE Commercial Portion"**);

(vi) the Government Accommodation as referred to in Special Condition No. (12) hereof;

(vii) the parking spaces and loading and unloading spaces provided under Special Conditions Nos. (38) and (39) (as may be respectively varied under Special Condition No. (63) hereof) and Special Condition No. (62) hereof;

(viii) the Public Vehicle Park as referred to in Special Condition No. (61) hereof; and

(ix) such other areas as may be required by the Director.

(b) Upon approval being given to the Delineation Plans and Schedules by the Director, no amendment, variation, alteration, modification or substitution thereto shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.

(c) For the purpose of these Conditions, the determination of the Director as to what constitutes the PRH (Group A) Commercial Portion and the DRE Commercial Portion shall be final and binding on the Grantee.

(d) The lot or any part thereof shall not be developed except in accordance with the Delineation Plans and Schedules approved by the Director, and no building or structure which is not shown on the Delineation Plans and Schedules approved by the Director shall be erected, constructed or maintained on or within the lot."

11. Restriction on Types of Goods and Services in the DRE Commercial Portion

Special Condition No. (7)

"The units in the DRE Commercial Portion (as defined in Special Condition No. (6)(a)(v) hereof) shall not be used for any purpose other than for the retail sale of mainly such type or types of goods or the provision of mainly such type or types of services (or both) as may be approved in writing by the Director from time to time at his absolute discretion (including but not limited to imposing conditions requiring payment by the Grantee of any additional premium and administrative fee to be determined by the Director, whose decision shall be final and binding on the Grantee) and that the determination by the Director as to whether particular goods or services fall within the types approved by him; whether any unit in the DRE Commercial Portion is used for the retail sale of mainly such type or types of goods or the provision of mainly such type or types of services (or both) as may be approved in writing by the Director; and what constitutes a unit in the DRE Commercial Portion, shall be final and binding on the Grantee."

12. Preservation of Trees

Special Condition No. (8)

"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."

13. Landscaping

Special Condition No. (9)

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

14. Development Conditions

Special Condition No. (10)

"Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6 hereof) of the lot or any part thereof:

(a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;

(b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;

(c) (i) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 83,351 square metres and shall not exceed 138,916 square metres;

(ii) of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition,

(I) the total gross floor area of any building or buildings erected or to be erected on the lot designed and intended to be used for the purposes referred to in Special Condition No. (5)(a) hereof shall not be less than 27,953 square metres and shall not exceed 46,588 square metres;

(II) the total gross floor area of any building or buildings erected or to be erected on the lot designed and intended to be used for the purposes referred to in Special Condition No. (5)(b) hereof shall not be less than 9,962 square metres and shall not exceed 16,602 square metres;

(III) the total gross floor area of any building or buildings erected or to be erected on the lot designed and intended to be used for the purposes referred to in Special Condition No. (5)(c) hereof shall not be less than 23,074 square metres and shall not exceed 38,456 square metres;

(IV) the total gross floor area of any building or buildings erected or to be erected on the lot designed and intended to be used for non-industrial (excluding godown, hotel, petrol filling station and private residential) purposes shall not be less than 22,362 square metres and shall not exceed 37,270 square metres;

(V) the gross floor area of the PRH (Group A) Commercial Portion shall be calculated according to the following formula:

$$\text{The total gross floor area under sub-clause (c)(ii)(IV) of this Special Condition (excluding the Government Accommodation as referred to in Special Condition No. (12) hereof)} \times \frac{\text{The total gross floor area under sub-clause (c)(ii)(I) of this Special Condition}}{\text{The sum of the total gross floor area under sub-clauses (c)(ii)(I), (c)(ii)(II) and (c)(ii)(III) of this Special Condition}}$$

(VI) the gross floor area of the DRE Commercial Portion shall be calculated according to the following formula:

$$\text{The total gross floor area under sub-clause (c)(ii)(IV) of this Special Condition (excluding the Government Accommodation as referred to in Special Condition No. (12) hereof)} \times \frac{\text{The sum of total gross floor area under sub-clauses (c)(ii)(II) and (c)(ii)(III) of this Special Condition}}{\text{The sum of the total gross floor area under sub-clauses (c)(ii)(I), (c)(ii)(II) and (c)(ii)(III) of this Special Condition}}$$

"

15. Greenery Area

Special Condition No. (11)(c)

"Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6 hereof) of the lot or any part thereof:

(c) (i) The Grantee shall at his own expense submit to the Director of Planning (hereinafter referred to as **"the D of P"**) for his written approval a plan indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as **"the Greenery Area"**), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of P may require or specify at his sole discretion (which submission with plan is hereinafter referred to as **"the Greenery Submission"**) which shall comply with the following requirements:

(I) the Greenery Area shall not be less than 30% of the area of the lot;

(II) not less than 66% of the 30% referred to in sub-clause (c)(i)(I) of this Special Condition shall be provided at such location or level as may be determined by the D of P at his sole discretion so that not less than 66% of the 30% referred to in sub-clause (c)(i)(I) of this Special Condition shall be visible to pedestrians or accessible by any person or persons entering the lot;

(III) not less than 20% of the roof area of any building or buildings erected or to be erected on the lot shall form part of the 30% referred to in sub-clause (c)(i)(I) of this Special Condition;

(IV) the decision of the D of P as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings erected or to be erected thereon constitute the 30% referred to in sub-clause (c)(i)(I) of this Special Condition, whether the provision of not less than 66% of the 30% referred to in sub-clause (c)(i)(I) of this Special Condition has been complied with in accordance with sub-clause (c)(i)(II) of this Special Condition and which area constitutes the roof area of any building or buildings referred to in sub-clause (c)(i)(III) of this Special Condition shall be final and binding on the Grantee;

(V) the D of P at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants;

(ii) the Grantee shall at his own expense implement and complete the building works for the Greenery Area in accordance with the approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of P. 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 P; and

(iii) except with the prior written approval of the D of P, the Greenery Area as shown in the approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Special Condition No. (35)(a)(v) hereof, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the approved Greenery Submission."

16. Government Accommodation

Special Condition No. (12)(a)-(b)

"(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as **"the Technical Schedule"**) and the plans approved under Special Condition No. (13)(a) hereof at such locations, in such manner and designs, with such materials, to such standard as may be approved by the Director, the following accommodation:

(i) one neighbourhood elderly centre with a net operational floor area of not less than 303 square metres (hereinafter referred to as **"the Neighbourhood Elderly Centre"**);

(ii) one child care centre with a net operational floor area of not less than 488 square metres (hereinafter referred to as **"the Child Care Centre"**);

(iii) one centre for outreaching team for ethnic minorities with a net operational floor area of not less than 149.5 square metres (hereinafter referred to as **"the Centre for Outreaching Team for Ethnic Minorities"**);

(iv) one centre for integrated home care services team with a net operational floor area of not less than 160 square metres (hereinafter referred to as **"the Centre for Integrated Home Care Services Team"**);

(v) one day care centre for the elderly with a net operational floor area of not less than 358 square metres (hereinafter referred to as **"the Day Care Centre for the Elderly"**);

(vi) one special child care centre with a net operational floor area of not less than 173 square metres (hereinafter referred to as **"the Special Child Care Centre"**);

(vii) one early education and training centre with a net operational floor area of not less than 212 square metres (hereinafter referred to as **"the Early Education and Training Centre"**);

(viii) one residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459), any regulations made thereunder and any amending legislation relating to residential care homes for elderly persons which are or may at any time be in force in Hong Kong with a net operational floor area of not less than 3,032.4 square metres cum day care unit with a net operational floor area of not less than 89.5 square metres (hereinafter referred to as **"the Residential Care Home for the Elderly cum Day Care Unit"**);

(ix) one space measuring 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres for the exclusive use by the Centre for Outreaching Team for Ethnic Minorities for the parking of light goods vehicle licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation (hereinafter referred to as the **"Road Traffic Ordinance"**), in connection with the operation of the Centre for Outreaching Team for Ethnic Minorities and by their bona fide guests, visitors or invitees;

(x) one space measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Centre for Integrated Home Care Services Team for the parking of private light bus licensed under the Road Traffic Ordinance, in connection with the operation of the Centre for Integrated Home Care Services Team and by their bona fide guests, visitors or invitees;

(xi) three spaces each measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Day Care Centre for the Elderly for the parking of private light buses licensed under the Road Traffic Ordinance, in connection with the operation of the Day Care Centre for the Elderly and by their bona fide guests, visitors or invitees;

(xii) one space measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Special Child Care Centre for the parking of coach licensed under the Road Traffic Ordinance, in connection with the operation of the Special Child Care Centre and by their bona fide guests, visitors or invitees;

(xiii) two spaces each measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Residential Care Home for the Elderly cum Day Care Unit for the parking of private light buses licensed under the Road Traffic Ordinance, in connection with the operation of the Residential Care Home for the Elderly cum Day Care Unit and by their bona fide guests, visitors or invitees; and

(xiv) one lay-by measuring 3.5 metres in width and 8.0 metres in length with a minimum headroom of 3.6 metres for the exclusive and joint use by the Neighbourhood Elderly Centre, the Child Care Centre, the Centre for Outreaching Team for Ethnic Minorities, the Centre for Integrated Home Care Services Team, the Day Care Centre for the Elderly, the Special Child Care Centre, the Early Education and Training Centre and the Residential Care Home for the Elderly cum Day Care Unit for loading and unloading of goods vehicles and for the picking up and setting down of passengers from motor vehicles including taxis, ambulances and private light buses in connection with the operation of the Neighbourhood Elderly Centre, the Child Care Centre, the Centre for Outreaching Team for Ethnic Minorities, the Centre for Integrated Home Care Services Team, the Day Care Centre for the Elderly, the Special Child Care Centre, the Early Education and Training Centre and the Residential Care Home for the Elderly cum Day Care Unit and by their bona fide guests, visitors or invitees

(which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as **"the Government Accommodation"**). The Government Accommodation shall be completed and made fit for occupation and operation within 60 calendar months from the date of this Agreement.

(b) The Government hereby reserves the right to alter or vary at its absolute discretion at any time the use of the Government Accommodation or any part thereof."

Special Condition No. (13)

"(a) (i) The Grantee shall submit or cause to be submitted to the Director for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the Government Accommodation and any other details as the Director may require.

(ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.

(iii) The plans of the Government Accommodation approved under this sub-clause (a) shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.

(b) No building works (other than ground investigation and site formation works) shall be commenced on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition.

(c) For the purpose of this Special Condition, the expressions "building works", "ground investigation" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."

Special Condition No. (14)

"(a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedule as he shall at his absolute discretion deem fit.

(b) No amendment, variation, alteration, modification or substitution to the Technical Schedule shall be made by the Grantee except with the prior written approval of the Director.

(c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Grantee as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedule and form part thereof.

(d) In the event of any inconsistency or variation between the Technical Schedule and these Conditions, these Conditions shall prevail."

Special Condition No. (15)(e)

"(e) The Grantee shall indemnify and keep indemnified the Government and the Director from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions, and proceedings of whatsoever nature and howsoever arising whether directly or indirectly out of or in connection with the Construction Works of the Government Accommodation or any part thereof."

Special Condition No. (20)

"The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (18) hereof, delivery of vacant possession of the Government Accommodation as required by the Director in respect of which a certificate of completion shall have been issued under Special Condition No. (17) hereof and the Grantee shall upon such demand deliver the same to the Government for its exclusive use and occupation upon such terms and conditions as the Director may consider appropriate."

Special Condition No. (21)

"(a) Without prejudice to the provisions of Special Condition No. (22) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (22)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.

(b) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns."

Special Condition No. (22)

"(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings of whatsoever nature and howsoever arising whether directly or indirectly out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor

(i) which may exist at the date of delivery of possession by the Grantee of the Government Accommodation; and

(ii) which shall occur or become apparent within a period of 365 days after the date of delivery of possession by the Grantee of the Government Accommodation (hereinafter referred to as **"Defects Liability Period"**).

(b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation and the building services installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation and the building services installations therefor which may exist at the date of delivery of possession thereof by the Grantee.

(c) The Director or F.S.I. or both will, shortly before the expiry of the Defects Liability Period, cause an inspection to be carried out in respect of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 days after the expiry of the Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.

(d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee provided that the Government or F.S.I. or both shall be entitled to deduct from the security money referred to in sub-clause (e) of this Special Condition the costs, charges and fees due and owing by the Grantee to the Government or F.S.I. or both under this sub-clause (d) and in the event of the security money being insufficient to cover all costs, charges and fees due and owing by the Grantee, the deficit shall be paid by the Grantee on demand.

(e) The Grantee shall contemporaneously with the assignment of the Government Accommodation as provided for in Special Condition No. (18) hereof, deposit with the Government a sum of HK$24,300,000.00 (hereinafter referred to as **"the security money"**). Subject to the proviso to sub-clause (d) of this Special Condition, the security money shall become due to the Grantee upon the expiry of such Defects Liability Period as relating to the Government Accommodation and the Grantee satisfactorily carrying out all works of maintenance, repair, amendment, reconstruction and rectification and any other outstanding works as are required by the Director or F.S.I. or both (it being expressly declared and agreed that no interest in respect of such security money or any part thereof will be payable).

(f) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns."

17. The Items

Special Condition No. (24)

"(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (35)(a)(iv)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as **"the Items"**):

(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;

(iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;

(iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

(b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings of whatsoever nature and howsoever arising whether directly or indirectly out of or as a consequence of the failure of the Grantee to maintain the Items.

(c) For the purpose of this Special Condition only, the expression "Grantee" shall exclude F.S.I.."

18. Recreational Facilities

Special Condition No. (26)(a) and (c)

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

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

(i) The Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (35)(a)(v) hereof;

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

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

19. Restriction on Alienation of Subsidized Sale Flat Units by Grantee

Special Condition No. (30)(a), (e) and (f)

"(a) Subject to Special Condition No. (32) hereof, prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him) assign (save and except for the assignment of the Government Accommodation as provided in Special Condition No. (18) hereof and the assignment of the SSF Residential Parking Spaces and the SSF Residential Motor Cycle Parking Spaces in Special Condition No. (41)(a)(i) hereof), mortgage, charge, underlet (save and except for the underletting as provided in sub-clauses (b) and (c) of this Special Condition and in Special Conditions Nos. (41)(a)(ii) and (42) hereof), part with the possession of (save and except for the delivery of vacant possession of the Government Accommodation as provided in Special Condition No. (20) hereof) or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do.

(e) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, subject to Special Condition No. 5(c) hereof, the Grantee shall not assign, mortgage or charge, underlet, part with the possession of or otherwise dispose of any Subsidized Sale Flat Units (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may assign or agree to assign the Subsidized Sale Flat Units together with undivided share or shares in the lot attached thereto:

(i) to the Selected Persons; and

(ii) at such sale price as shall be proposed by the Grantee and approved by the Approving Authority at his absolute discretion and upon such terms and conditions as to transfer or other disposal as provided in Special Condition No. (31) hereof.

(f) For the purpose of this Special Condition only, the expression "Grantee" in sub-clauses (a) and (e) of this Special Condition excludes his assigns."

20. Restriction on Alienation of Subsidized Sale Flat Units by Subsidized Sale Flat owners

Special Condition No. (31)

"(a) For the purposes of this Special Condition:

(i) **"Eligible Purchaser"** means a person who has been certified by the Grantee to be eligible for the purchase of a Subsidized Sale Flat Unit or any interest therein in accordance with the conditions as may from time to time be issued by the Secretary for Housing;

(ii) **"First Assignment"** means the first assignment of a Subsidized Sale Flat Unit by the Grantee to the first Subsidized Sale Flat owner of that Subsidized Sale Flat Unit;

(iii) the expression **"Grantee"** excludes his assigns;

(iv) **"Initial Market Value"** means the market value of the Subsidized Sale Flat Unit as specified in the First Assignment;

(v) **"Subsidized Sale Flat owner"** means a person to whom the Grantee has assigned or agreed to assign an undivided share or undivided shares of and in the lot together with the right of exclusive possession of a Subsidized Sale Flat Unit in the building or buildings erected or to be erected on the lot under Special

Condition No. (30)(e) hereof, his successors-in-title and any mortgagee or chargee (whether legal or equitable) or an assignee of such mortgagee or chargee;

(vi) **"Period"** means a period of 15 years after the date of the First Assignment;

(vii) **"Premium"** means an amount assessed by the Grantee and approved by the Secretary for Housing (whose approval shall be final and binding on the Subsidized Sale Flat owner) which shall be calculated according to the following formula –

$$\text{Premium} = \text{Prevailing Market Value} \times \frac{(\text{Initial Market Value} - \text{Purchase Price})}{\text{Initial Market Value}}$$

whereas for the purpose of calculating the Premium, the Prevailing Market Value is the market value of the Subsidized Sale Flat Unit assessed by the Grantee and approved by the Secretary for Housing as at the time when the Subsidized Sale Flat owner pays the Premium; and

(viii) **"Purchase Price"** means the price of the Subsidized Sale Flat unit sold by the Grantee to the Subsidized Sale Flat owner as specified in the First Assignment; and

(b) Except as provided in sub-clauses (c), (d), (e), (f) and (g) of this Special Condition, no Subsidized Sale Flat owner shall at any time, sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his Subsidized Sale Flat Unit or any part thereof or any interest therein or any undivided shares in the lot attached thereto (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do, or solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby his Subsidized Sale Flat Unit or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected or entered into any agreement so to do.

(c) (i) (I) Subject to the prior written approval from the Grantee and in conformity with the conditions as may be imposed by the Grantee including but not limited to those set out in sub-clause (c)(i)(II) of this Special Condition and the compliance with the guidelines (if applicable) from time to time issued by the Secretary for Housing, a Subsidized Sale Flat owner may, without payment of the Premium, charge or mortgage a Subsidized Sale Flat Unit assigned to him or create second charge(s) or second mortgage(s) or create further charge(s) or further mortgage(s) over the said Subsidized Sale Flat Unit to a bank or other financial institution (which for the purpose of this sub-clause (c)(i)(I) shall include F.S.I.) or to the organization of the Subsidized Sale Flat owner's employer approved by the Grantee or to the Grantee for the purpose of:

(A) financing the purchase of the Subsidized Sale Flat Unit or refinancing the purchase of the Subsidized Sale Flat Unit or refinancing (an) outstanding loan(s) secured by (an) existing charge(s) or mortgage(s) over the said Subsidized Sale Flat Unit; or

(B) securing new loan(s) or additional loan(s) from such bank, financial institution or organization

(such charge, mortgage, second charge(s), second mortgage(s) of the Subsidized Sale Flat Unit or such further charge(s) or further mortgage(s) over the Subsidized Sale Flat Unit are hereinafter referred to as **"the Charge"**).

For the avoidance of doubt, the Grantee shall have the sole and absolute discretion to approve or refuse to give its approval under this sub-clause (c) without giving any reason therefor.

(II) The conditions referred to in sub-clause (c)(i)(I) of this Special Condition are:

(A) the Charge shall be in a form approved by the Grantee and shall contain such provisions as the Grantee may require;

(B) the Subsidized Sale Flat owner shall bear all the costs and expenses of and incidental to the creation of the Charge including the Grantee's administrative costs and expenses in approving the Charge and the legal costs incurred by the Grantee in approving the form mentioned in sub-clause (c)(i)(II)(A) of this Special Condition; and

(C) the Subsidized Sale Flat owner shall observe and comply with such terms and conditions as may be imposed by the Grantee.

(ii) (I) Subject to the prior written approval from the Grantee and compliance with the guidelines (if applicable) from time to time issued by the Secretary for Housing, a Subsidized Sale Flat owner may, without payment of the Premium, charge or mortgage a Subsidized Sale Flat Unit assigned to him to a participating bank or The Hong Kong Mortgage Corporation Limited or any of its subsidiaries (hereinafter collectively referred to as **"HKMC Group"**) or such other financial institution as may be approved from time to time by the Secretary for Housing for the purpose of obtaining a loan secured by a mortgage (hereinafter referred to as **"the Reverse Mortgage**") under the Reverse Mortgage Programme operated by HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Housing, provided that the approval from the Grantee will be deemed to be given where the conditions in sub-clause (c)(ii)(II) of this Special Condition have been complied with.

(II) The conditions referred to in sub-clause (c)(ii)(I) of this Special Condition are:

(A) the Reverse Mortgage shall be in a form approved from time to time by the Grantee and HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Housing for Subsidized Sale Flats Projects and shall contain such provisions as the Grantee and HKMC Group or such other approved financial institution may require;

(B) the loan shall be obtained from and the Subsidized Sale Flat Unit shall be charged or mortgaged to a participating bank or HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Housing under the Reverse Mortgage Programme;

(C) the Subsidized Sale Flat owner shall bear all the costs and expenses of and incidental to the creation of Reverse Mortgage; and

(D) the Subsidized Sale Flat owner shall observe and comply with the guidelines, if applicable, from time to time issued by the Grantee and such terms and conditions under the Reverse Mortgage Programme as may be imposed by HKMC Group or such other financial institution as may be approved from time to time by the Secretary for Housing.

(d) At any time before first making payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, a Subsidized Sale Flat owner may enter into any provisional agreement for sale and purchase, agreement for sale and purchase and assignment of his Subsidized Sale Flat unit, subject to the following conditions:

(i) the person entering into the provisional agreement for sale and purchase as the purchaser is an Eligible Purchaser;

(ii) the person entering into the agreement for sale and purchase and the assignment as the purchaser is an Eligible Purchaser and a person nominated by the Grantee in his sole and absolute discretion to buy such Subsidized Sale Flat Unit;

(iii) the provisional agreement for sale and purchase, agreement for sale and purchase and assignment entered into pursuant to the provisions of this sub-clause (d) shall each be subject to and contain such terms and conditions as may be required or authorized by the Grantee in his sole and absolute discretion (including the payment of such fee as may be determined by the Grantee) and shall each be made subject to the terms and conditions contained in this Special Condition; and

(iv) all requirements, terms and conditions (including the payment of administrative fees, if required) as may be imposed by the Grantee in his sole and absolute discretion are observed and complied with.

Provided that in the event of the Subsidized Sale Flat owner entering into the provisional agreement for sale and purchase before the expiry of five years from the date of the First Assignment, the sale price under the provisional agreement for sale and purchase, the agreement for sale and purchase and the assignment shall be at a price not more than the Purchase Price.

(e) At any time after the expiry of the Period,

(i) a Subsidized Sale Flat owner may sell, assign, alienate, convey, mortgage, charge, demise, underlet, part with possession of or otherwise dispose of his Subsidized Sale Flat Unit as he sees fit subject to the payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, together with an administrative fee payable to the Grantee for assessment of the Premium as may be required by him;

(ii) the Subsidized Sale Flat owner shall, when required by the Grantee, submit to the Grantee a valuation report on his Subsidized Sale Flat Unit prepared, at the expense of such Subsidized Sale Flat owner, by a valuer chosen from a panel of valuers from time to time as determined by the Grantee, provided that such valuation report shall be used by the Grantee for reference only and shall not in any way be binding on the Grantee in his assessment of the Premium;

(iii) the Secretary for Housing may at his sole and absolute discretion accept the assessment of the Premium submitted by the Grantee or make his own determination and his decision on the Premium payable by the Subsidized Sale Flat owner shall be final and conclusive; and

(iv) notwithstanding sub-clause (e)(i) of this Special Condition, a Subsidized Sale Flat owner may enter into an agreement for sale and purchase of his Subsidized Sale Flat Unit prior to the payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, provided that it is a condition of such agreement that the payment of the Premium to the Government shall be received by the Grantee for and on behalf of the Government prior to the assignment of the Subsidized Sale Flat Unit by the Subsidized Sale Flat owner.

(f) Subject to the prior written approval of the Grantee and in conformity with all conditions imposed by the Grantee (including but not limited to the payment of administrative fees as may be required by him) and the guidelines as may from time to time be issued by the Secretary for Housing, a Subsidized Sale Flat owner may, without first making payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government, assign his Subsidized Sale Flat Unit or any interest therein or enter into any agreement so to do to such person or persons as the Grantee may in its sole and absolute discretion approve in writing.

(g) (i) Subject to the prior written approval of the Grantee and in conformity with all conditions as may be imposed by the Grantee including but not limited to the conditions referred to in sub-clause (g)(ii) of this Special Condition and the guidelines as may from time to time be issued by the Secretary for Housing in respect of such proposed transfer or assignment, a Subsidized Sale Flat owner may, assign his Subsidized Sale Flat Unit or part thereof or his interest therein to his parents, spouse, former spouse, children or siblings (subject to the production of satisfactory documentary evidence of the relationship with the Subsidized Sale Flat owner) or where a Subsidized Sale Flat owner is dead, his executor or administrator may assign his Subsidized Sale Flat Unit or part thereof or his interest therein to the beneficiaries entitled to such deceased Subsidized Sale Flat owner's estate (subject to the production of satisfactory documentary evidence of the entitlement of the beneficiaries) without first making payment of the Premium to the Government, which shall be received by the Grantee for and on behalf of the Government provided that the Grantee shall have the sole and absolute discretion and in accordance with the guidelines as may from time to time be issued by the Secretary for Housing to approve or reject such application without giving reasons therefor.

(ii) The conditions referred to in sub-clause (g)(i) of this Special Condition are:

(I) the assignment to the parents, spouse, former spouse, children or siblings of that Subsidized Sale Flat owner or the beneficiaries entitled to the estate of the deceased Subsidized Sale Flat owner (hereinafter referred to as **"the Assignees"**) shall be in a form approved by the Grantee and shall contain such provisions as may be required by the Grantee;

(II) the Subsidized Sale Flat Unit or any part thereof or any interest therein and the undivided shares in the lot attached thereto shall be deemed to have been assigned to the Assignees on the date on which the said Subsidized Sale Flat Unit was assigned to the Subsidized Sale Flat owner by the Grantee under the First Assignment and sub-clauses (b) to (g) of this Special Condition shall apply to the Assignees accordingly; and

(III) the Subsidized Sale Flat owner or his estate and the Assignees shall bear all the costs of such assignment including the administrative costs and expenses of the Grantee in approving the assignment and the legal costs incurred by the Grantee in approving the form mentioned in sub-clause (g)(ii)(I) of this Special Condition.

(h) Upon payment of the Premium by a Subsidized Sale Flat owner to the Government, which shall be received by the Grantee for and on behalf of the Government, sub-clauses (b), (c), (d), (e), (f) and (g) of this Special Condition shall be null and void and shall cease to have effect on his Subsidized Sale Flat Unit.

(i) Notwithstanding anything to the contrary contained in sub-clauses (d), (f) and (g) of this Special Condition, the giving or making of any approval, certification or nomination or the exercise of any discretion by the Grantee under this Special Condition shall be subject to such terms and conditions (if any) as may be imposed from time to time by the Secretary for Housing."

21. Resumption

Special Condition No. (34)

"The Government shall have power to resume, re-enter upon and re-take possession of all or any part of the lot if required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Chief Executive of Hong Kong shall be conclusive), twelve calendar months' notice in writing being given to the Grantee of its being so required, and upon the exercise of this power the Grantee's tenancy of the land so resumed shall cease, determine and be void, and the Grantee shall on the expiration of the said notice quit and deliver up possession of the land so resumed and the buildings thereon. Upon the exercise of this power of resumption there shall be paid by the Government to the Grantee the following compensation only:

(a) in respect of the land resumed - one fiftieth of such amount as in the opinion of the Director has been reasonably expended by the Grantee on site formation of the said land, multiplied by the number of complete years in the portion of the said term unexpired at the date of resumption;

(b) in respect of any building or buildings or parts of any building or buildings lawfully erected on the land resumed - such sum as the Director shall on a fair and impartial valuation certify to be the market value, as at the date of resumption, of the said building or buildings or part thereof but assuming that the economic life and value of the building or buildings or part thereof shall have been completely exhausted not later than the end of the said term PROVIDED ALWAYS:

(i) that in the event of Government having made a financial contribution of 100% towards the cost of construction, addition to or improvement of the building or buildings or parts thereof then no compensation shall be payable in respect of the said construction, addition to or improvement as the case may be of such building or buildings or parts thereof resumed,

(ii) subject to (i) above that in the event of Government having made a financial contribution of less than 100% towards the cost of construction, addition to or improvement of the building or buildings or parts thereof then there shall be deducted from the sum certified in (b) above, a separate amount in respect of the construction of or any addition to or improvement of the building or buildings or parts thereof which shall be calculated according to the equation set out hereunder:

$$S = \frac{(X)}{X+Y} \times Z$$

where S = the amount to be deducted from the sum certified in (b) above

X = the financial contribution made by Government towards the cost of construction, addition to or improvement of the building or buildings or parts thereof resumed

Y = the sum which in the opinion of the Director has been reasonably expended by the Grantee at the material time or times towards the construction, addition to or improvement of the building or buildings or parts thereof resumed

Z = the sum certified in (b) above."

22. Parking, Loading and Unloading Requirements

Special Condition No. (38)

"(a) (i) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred as "C for T") for the parking of motor vehicles licensed under the Road Traffic Ordinance at a rate of one space for every 31 Public Rental Housing Units (Group A) or part thereof (the spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (63) hereof) are hereinafter referred to as "the PRH (Group A) Residential Parking Spaces"). For the purposes of these Conditions, "motor vehicle" shall be as defined in the Road Traffic Ordinance.

(ii) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance at a rate of one space for every 31 Public Rental Housing Units

(Group B) or part thereof (the spaces to be provided under this sub-clause (a)(ii) (as may be varied under Special Condition No. (63) hereof) are hereinafter referred to as "the PRH (Group B) Residential Parking Spaces").

(iii) For the purpose of calculating the respective numbers of the PRH (Group A) Residential Parking Spaces and the PRH (Group B) Residential Parking Spaces under sub-clauses (a)(i) and (a)(ii) of this Special Condition, a Public Rental Housing Unit (Group A) and (as the case may be) a Public Rental Housing Unit (Group B), for accommodating one to two persons only, shall be excluded and the determination of the C for T as to what constitute a Public Rental Housing Unit (Group A) and (as the case may be) a Public Rental Housing Unit (Group B), for accommodating one to two persons only, shall be final and binding on the Grantee.

(b) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance at a rate to be calculated by reference to the respective size of the Subsidized Sale Flat Units as set out in the table below:

Size of each Subsidized Sale Flat Unit in terms of gross floor area	Number of the residential parking spaces to be provided under this sub-clause (b)(i)
Less than 40 square metres	One space for every 22 Subsidized Sale Flat Units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 12 Subsidized Sale Flat Units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 4 Subsidized Sale Flat Units or part thereof

The spaces to be provided under this sub-clause (b)(i) (as may be varied under Special Condition No. (63) hereof) are hereinafter referred to as **"the SSF Residential Parking Spaces"**.

(ii) For the purpose of sub-clause (b)(i) of this Special Condition, the total number of the SSF Residential Parking Spaces to be provided shall be the aggregate of the respective number of the SSF Residential Parking Spaces calculated by reference to the respective size of each Subsidized Sale Flat Unit in terms of gross floor area as set out in the table of sub-clause (b)(i) of this Special Condition and for the purposes of these Conditions, the term "size of each Subsidized Sale Flat Unit in terms of gross floor area" shall mean the sum of (I) and (II) below:

(I) the gross floor area of a Subsidized Sale Flat Unit, exclusively used and enjoyed by the resident of that Subsidized Sale Flat Unit, which shall be measured from the exterior of the enclosing walls or parapet of such Subsidized Sale Flat Unit except where such enclosing walls separate two adjoining Subsidized Sale Flat Units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such Subsidized Sale Flat Unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (10)(c) hereof; and

(II) the pro-rata gross floor area of the SSF Residential Common Area (as hereinafter defined) in respect of a Subsidized Sale Flat Unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the Subsidized Sale Flat Units, outside the enclosing walls of the Subsidized Sale Flat Units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (10)(c) hereof (which residential common area is hereinafter referred to as **"the SSF Residential Common Area"**) shall be apportioned to a Subsidized Sale Flat Unit by the following formula:

$$\text{The total gross floor area of the SSF Residential Common Area} \times \frac{\text{The gross floor area of a Subsidized Sale Flat Unit as calculated under sub-clause (b)(ii)(I) of this Special Condition}}{\text{The total gross floor area of all Subsidized Sale Flat Units as calculated under sub-clause (b)(ii)(I) of this Special Condition}}$$

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance (the spaces to be provided under this sub-clause (b)(iii) (as may be varied under Special Condition No. (63) hereof) are hereinafter referred to as **"the Visitors' Parking Spaces"**) shall be provided within the lot to the satisfaction of the C for T, at a rate to be calculated by reference to the number of Subsidized Sale Flat Units provided in any block of residential units erected or to be erected on the lot as set out in the table below:

Number of Subsidized Sale Flat Units per Block	Number of Visitors' Parking Spaces per Block
30 or below	1
31 – 45	2
46 – 60	3
61 – 75	4
Above 75	5

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

(c) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance at a rate of one space for every 200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot for non-industrial (excluding godown, hotel, petrol filling station and private residential) purposes and excluding the Government Accommodation referred to in Special Condition No. (12) hereof (the spaces to be provided under this sub-clause (c)(i) (as may be varied under Special Condition No. (63) hereof) are hereinafter referred to as **"the Non-Industrial Parking Spaces"**).

(ii) For the purpose of calculating the number of the Non-Industrial Parking Spaces to be provided under sub-clause (c)(i) of this Special Condition, any floor area for parking, loading and unloading purposes shall be excluded.

(iii) The Non-Industrial Parking Spaces shall not be used for any purpose other than for the purpose stipulated in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(d) (i) Out of the PRH (Group A) Residential Parking Spaces, the PRH (Group B) Residential Parking Spaces, the SSF Residential Parking Spaces, the Visitors' Parking Spaces and the Non-Industrial Parking Spaces, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (which spaces to be so reserved and designated are hereinafter referred to as **"the Parking Spaces for Disabled Persons"**) as the Building Authority may require or approve. For the purposes of these Conditions, "disabled persons" shall be as defined in the Road Traffic Ordinance, and "Building Authority" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

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

(e) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at a rate of one space for every 110 Public Rental Housing Units (Group A) or part thereof (the spaces to be provided under this sub-clause (e)(i) (as may be varied under Special Condition No. (63) hereof) are hereinafter referred to as **"the PRH (Group A) Residential Motor Cycle Parking Spaces"**). For the purposes of these Conditions, "motor cycle" shall be as defined in the Road Traffic Ordinance.

(ii) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at a rate of one space for every 110 Public Rental Housing Units (Group B) or part thereof (the spaces to be provided under this sub-clause (e)(ii) (as may be varied under Special Condition No. (63) hereof) are hereinafter referred to as **"the PRH (Group B) Residential Motor Cycle Parking Spaces"**).

(iii) The PRH (Group A) Residential Motor Cycle Parking Spaces and the PRH (Group B) Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the purposes as respectively set out in sub-clauses (e)(i) and (e)(ii) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(f) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at a rate of one space for every 100 Subsidized Sale Flat Units or part thereof (the spaces to be provided under this sub-clause (f)(i) (as may be varied under Special Condition No. (63) hereof) are hereinafter referred to as **"the SSF Residential Motor Cycle Parking Spaces"**).

(ii) The SSF Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (f)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(g) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at a rate of 10% of the total number of the Non-Industrial Parking Spaces (the spaces to be provided under this sub-clause (g)(i) (as may be varied under Special Condition No. (63) hereof) are hereinafter referred to as **"the Non-Industrial Motor Cycle Parking Spaces"**). If the number of the Non-Industrial Motor Cycle Parking Spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

(ii) The Non-Industrial Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (g)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(h) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of light goods vehicles licensed under the Road Traffic Ordinance at a rate of one space for every 200 Public Rental Housing Units (Group A) or part thereof (the spaces to be provided under this sub-clause (h)(i) (as may be varied under Special Condition No. (63) hereof) are hereinafter referred to as **"the PRH (Group A) LGV Parking Spaces"**). For the purposes of these Conditions, "light goods vehicle" shall be as defined in the Road Traffic Ordinance.

(ii) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of light goods vehicles licensed under the Road Traffic Ordinance at a rate of one space for every 200 Public Rental Housing Units (Group B) or part thereof (the spaces to be provided under this sub-clause (h)(ii) (as may be varied under Special Condition No. (63) hereof) are hereinafter referred to as **"the PRH (Group B) LGV Parking Spaces"**).

(iii) The PRH (Group A) LGV Parking Spaces and the PRH (Group B) LGV Parking Spaces shall not be used for any purpose other than for the purposes as respectively set out in sub-clauses (h)(i) and (h)(ii) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(i) (i) Except for the Parking Spaces for Disabled Persons, each of the PRH (Group A) Residential Parking Spaces, the PRH (Group B) Residential Parking Spaces, the SSF Residential Parking Spaces, the Visitors' Parking Spaces and the Non-Industrial Parking Spaces shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(ii) The dimension of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.

(iii) Each of the PRH (Group A) Residential Motor Cycle Parking Spaces, the PRH (Group B) Residential Motor Cycle Parking Spaces, the SSF Residential Motor Cycle Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.

(iv) Each of the PRH (Group A) LGV Parking Spaces and the PRH (Group B) LGV Parking Spaces shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres."

Special Condition No. (39)

"(a) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles at the following rates:

(i) one loading and unloading space for each block of the Public Rental Housing Units (Group A), such loading and unloading space to be located adjacent to or within each block of the Public Rental Housing Units (Group A);

(ii) one loading and unloading space for each block of the Public Rental Housing Units (Group B), such loading and unloading space to be located adjacent to or within each block of the Public Rental Housing Units (Group B);

(iii) one loading and unloading space for every 800 Subsidized Sale Flat Units or part thereof subject to a minimum of one loading and unloading space for each block of the Subsidized Sale Flat Units; and

(iv) one loading and unloading space for every 800 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot for non-industrial (excluding godown, hotel, petrol filling station and private residential) purposes and excluding the Government Accommodation referred to in Special Condition No. (12) hereof.

For the purposes of these Conditions, "goods vehicle" shall be as defined in the Road Traffic Ordinance.

(b) Each of the spaces provided under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition (as may be respectively varied under Special Condition No. (63) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings respectively referred to therein."

Special Condition No. (43)

"Notwithstanding Special Condition Nos. (41) and (42) hereof, the Visitors' Parking Spaces, the Parking Spaces for Disabled Persons and the spaces provided within the lot in accordance with Special Condition Nos. (39)(a)(i), (39)(a)(ii), (39)(a)(iii) and (39)(a)(iv) hereof (as may be respectively varied under Special Condition No. (63) hereof) and Special Condition No. (62) hereof shall be designated as and form part of the Common Areas."

Special Condition No. (44)

"(a) The Grantee shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T indicating the layout of all the parking, loading and unloading spaces and lay-by to be provided within the lot in accordance with Special Condition Nos. (12)(a)(ix), (12)(a)(x), (12)(a)(xi), (12)(a)(xii), (12)(a)(xiii), (12)(a)(xiv), (38) and (39) hereof (as may be respectively varied under Special Condition No. (63) hereof) and Special Condition No. (62) hereof and the spaces which are the subject of the Parking Information to be designated within the lot in accordance with Special Condition No. (57) hereof, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) (hereinafter referred to as **"the Car Park Layout Plans"**). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.

(b) The parking, loading and unloading spaces and lay-by indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos. (12)(a)(ix), (12)(a)(x), (12)(a)(xi), (12)(a)(xii), (12)(a)(xiii), (12)(a)(xiv), (38), (39) and (62) hereof. The Grantee shall maintain all parking, loading and unloading spaces, lay-by and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.

(c) Except for the spaces indicated on the Car Park Layout Plans, no part of the lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles and bicycles as set out respectively in Special Condition Nos. (12)(a)(ix), (12)(a)(x), (12)(a)(xi), (12)(a)(xii), (12)(a)(xiii), (12)(a)(xiv), (38), (39) and (62) hereof.

(d) No transaction (except for the assignment and delivery of vacant possession of the Government Accommodation as respectively provided under Special Condition Nos. (18) and (20) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition Nos. (30)(b), (30)(c) and (30)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to the deposit and submission of the Car Park Layout Plans in accordance with sub-clause (a) of this Special Condition.

(e) The Grantee hereby:

(i) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, 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 sub-clause (e)(i) of this Special Condition.

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

(g) The Grantee hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of this Special Condition shall survive and continue to be binding on the Grantee after the expiry or sooner determination of the term hereby agreed to be granted.

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

(i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; any omission or mistake in the Car Park Layout Plans."

Special Condition No. (62)

"(a) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of bicycles at a rate of one space for every 15 Public Rental Housing Units (Group A) or part thereof with the size of each private residential unit in terms of gross floor area being less than 70 square metres.

(ii) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of bicycles at a rate of one space for every 15 Public Rental Housing Units (Group B) or part thereof with the size of each private residential unit in terms of gross floor area being less than 70 square metres.

(b) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of bicycles at a rate of one space for every 15 Subsidized Sale Flat Units or part thereof with the size of each private residential unit in terms of gross floor area being less than 70 square metres.

For the purposes of these Conditions, "bicycle" shall be as defined in the Road Traffic Ordinance. The spaces to be provided under this Special Condition shall not be used for any purpose other than for the parking of bicycles. Each of the spaces provided under this Special Condition shall be of such dimensions as may be approved in writing by the C for T."

Special Condition No. (63)

"(a) Notwithstanding Special Condition Nos. (38)(a)(i), (38)(a)(ii), (38)(b)(i), (38)(b)(iii), (38)(c)(i), (38)(e)(i), (38)(e)(ii), (38)(f)(i), (38)(g)(i), (38)(h)(i), (38)(h)(ii) and (39)(a) hereof, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5% provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective numbers of the PRH (Group A) Residential Parking Spaces, the PRH (Group B) Residential Parking Spaces, the SSF Residential Parking Spaces, the Visitors' Parking Spaces, the Non-Industrial Parking Spaces, the PRH (Group A) Residential Motor Cycle Parking Spaces, the PRH (Group B) Residential Motor Cycle Parking Spaces, the SSF Residential Motor Cycle Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces, the PRH (Group A) LGV Parking Spaces, the PRH (Group B) LGV Parking Spaces and the loading and unloading spaces referred to in Special Condition No. (39)(a) hereof (without taking into account the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5%.

(c) Notwithstanding Special Condition Nos. (38)(a)(i), (38)(a)(ii), (38)(b)(i), (38)(b)(iii), (38)(c)(i), (38)(e)(i), (38)(e)(ii), (38)(f)(i), (38)(g)(i), (38)(h)(i), (38)(h)(ii) and (38)(i) hereof, Special Condition Nos. (39) and (62) hereof and sub-clauses (a) and (b) of this Special Condition, the Grantee may increase or reduce the respective numbers and dimensions of spaces required to be provided under the said Special Conditions or sub-clauses to such other numbers and dimensions as may be approved in writing by the C for T, and such increase or reduction shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval subject to such terms and conditions as he sees fit, including the payment by the Grantee of any premium and administrative fee as shall be determined by the Director."

Special Condition No. (64)

"(a) The Grantee shall at all times throughout the term hereby agreed to be granted permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Condition Nos. (38), (39), (62) and (63) hereof by the Grantee.

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

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

23. Public Vehicle Park

Special Condition No. (61)(a)-(g), (i)-(n)

"(a) In addition to the requirements to provide parking, loading and unloading spaces under and in accordance with Special Condition Nos. (12)(a), (38) and (39) hereof (as may be respectively varied under Special Condition No. (63) hereof), the Grantee shall on or before the 30th day of June, 2026 or such other date as may be approved by the Director, at his own expense, in all respects to the satisfaction of the C for T and in accordance

with these Conditions and the Public Vehicle Park Layout Plan as referred to and approved under sub-clause (b) of this Special Condition, erect, construct, provide and maintain within the lot a public vehicle park (hereinafter referred to as **"the Public Vehicle Park"**). The Grantee shall provide within the Public Vehicle Park:

(i) 26 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres provided that out of the spaces so provided under this sub-clause (a)(i), such number of spaces shall be reserved and designated for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons as the Building Authority may require or approve on condition that a minimum of one space shall be so reserved and designated out of the spaces provided under this sub-clause (a)(i), and the dimension of each of the spaces so reserved and designated shall be as the Building Authority may require or approve;

(ii) 5 spaces for the parking of medium goods vehicles or heavy goods vehicles both licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. For the purposes of these Conditions, "medium goods vehicle" and "heavy goods vehicle" shall be as defined in the Road Traffic Ordinance; and

(iii) 2 spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.

(b) The Grantee shall on or before the 27th day of February, 2025 or such other date as may be approved by the C for T submit or cause to be submitted to the C for T for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the C for T (hereinafter referred to as **"the Public Vehicle Park Layout Plan"**). The parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the Public Vehicle Park Layout Plan approved by the C for T under this sub-clause (b) and in all respects to the satisfaction of the C for T. The Grantee shall maintain the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the Public Vehicle Park Layout Plan approved by the C for T under this sub-clause (b) and shall not alter the approved Public Vehicle Park Layout Plan except with the prior written consent of the C for T.

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

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

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

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

(g) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times for parking of motor vehicles on hourly, daily or monthly basis save that for parking of motor vehicles for a consecutive period of over one calendar month shall be subject to the prior written approval of the C for T. The Grantee shall at all times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park or any part or parts thereof.

(i) The parking spaces provided within the Public Vehicle Park shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

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

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

(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 anything done or omitted to be done by the Grantee, his servants, agents, workmen or contractors arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition.

(m) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may underlet the parking spaces within the Public Vehicle Park subject to the conditions as stipulated in sub-clauses (g) and (i) of this Special Condition on condition that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the parking spaces within the Public Vehicle Park, or part or parts thereof, to which such underletting relates.

(n) The Grantee (which expression for the purpose of this Special Condition shall not include the Grantee's assigns) shall at his expense upon completion of the Public Vehicle Park in compliance with sub-clause (a) of this Special Condition (as to which the determination of the Director shall be final and binding on the Grantee) commence to operate the Public Vehicle Park and thereafter at all times during the term hereby agreed to be granted continue to operate, uphold, maintain, repair, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the C for T."

24. Parking Information System

Special Condition No. (57)

"(a) The Grantee shall:

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

(I) the spaces provided in accordance with Special Condition Nos. (38)(c), (38)(g) and (39)(a)(i) to (iv) hereof (as may be respectively varied under Special Condition No. (63) hereof);

(II) the spaces provided in accordance with Special Condition No. (38)(b)(iii) hereof (as may be varied under Special Condition No. (63) hereof) in the event that not less than 10 such spaces are provided or to be provided within the lot;

(III) the spaces provided for the parking of motor vehicles in the Public Vehicle Park in accordance with Special Condition No.(61)(a)(i) to (iii) hereof

including but not limited to the number and types of vacant spaces for the parking of motor vehicles

(hereinafter collectively referred to as **"the Parking Information"**) as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than site formation works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of this Special Condition, "building works" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation;

(ii) on or before the 30th day of June, 2026 or such other date as may be approved by the Director, at the Grantee's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Grantee's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Grantee's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Grantee's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T; and

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

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

(c) The Grantee hereby:

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

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

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

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

(f) The Parking Information System Area shall be designated as and form part of the Common Areas."

25. Restriction on Alienation of SSF Residential Parking Spaces and SSF Residential Motor Cycle Parking Spaces

Special Condition No. (30)(d)

"(d) Notwithstanding any provisions contained in these Conditions, the Grantee may underlet any of the SSF Residential Parking Spaces as referred to in Special Condition No. (38)(b)(i) and SSF Residential Motor Cycle Parking Spaces as referred to in Special Condition No. (38)(f)(i) hereof (as may be respectively varied under Special Condition No. (63) hereof) on the condition that the tenancy or lease complies with Special Condition No. (41)(a)(ii) hereof and the following terms and conditions:

(i) any tenancy or lease created shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit (whichever is the earlier) under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;

(ii) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and

(iii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions."

Special Condition No. (41)

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

(i) assigned except

(I) together with undivided shares in the lot giving the right of exclusive use and possession of a Subsidized Sale Flat Unit or Subsidized Sale Flat Units; or

(II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a Subsidized Sale Flat Unit or Subsidized Sale Flat Units; or

(ii) underlet except to residents of the Subsidized Sale Flat Units in compliance with Special Condition No. (30)(d) hereof.

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

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

26. Cutting Away

Special Condition No. (46)(a), (c) and (d)

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

and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

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

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

27. Anchor Maintenance

Special Condition No. (48)

"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 at 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."

28. Spoil and Debris

Special Condition No. (49)

"(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as **"the Waste"**) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as **"the Government properties"**), the Grantee shall at his own expense remove the Waste from and make good any damage done to the Government properties. The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions, and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance to private property caused by such erosion, washing down or dumping.

(b) Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), at the request of the Grantee remove the Waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof."

29. Damage to Services

Special Condition No. (50)

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

30. Construction of Drains and Channels and Connecting Drains and Sewers

Special Condition No. (51)

"(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 from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions, and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance caused by such storm-water or rain-water.

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

31. Railway Protection

Special Condition No. (52)

"(a) Prior to the commencement of any works whatsoever on the lot 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 person or persons nominated by the Government to operate the Railway (the person or persons nominated to operate the Railway is/are hereinafter collectively referred to as **"the Shatin to Central Link Operator"**) 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 known as the Shatin to Central Link 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 Grantee shall, at his own expense, take such precautions as may be required by the Shatin to Central Link Operator to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railway.

(b) The Grantee shall comply with all Ordinances, bye-laws and regulations relating to the Railway.

(c) The Grantee shall at his own expense comply with all special 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) The Grantee shall, permit the Director, the Shatin to Central Link Operator, the Kowloon-Canton Railway Corporation and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the lot and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway. The Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause and no claim or objection shall be made against him or them by the Grantee.

(e) In the event that the Shatin to Central Link Operator ceases to operate the Railway or any part of the Railway affecting the lot upon the expiry of the franchise (including any extension thereto) granted under section 4 of the Mass Transit Railway Ordinance, Chapter 556 or otherwise, any reference to the Shatin to Central Link Operator in this Special Condition shall where appropriate mean the Government, its nominee or a third party designated by the Government."

32. District Cooling System Substation

Special Condition No. (55)(a), (d)-(h)

"(a) The Grantee shall at his own expense within 60 calendar months from the date of this Agreement, or on or before such other date as may be approved by the Director of Electrical and Mechanical Services, design, erect, construct and provide:

(i) floor space at such location within the lot as shall be proposed by the Grantee and approved by the Director of Electrical and Mechanical Services, and in such dimension 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 defined in the District Cooling Services Ordinance, any regulations made thereunder and any amending legislation) 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 areas of the building or buildings erected or to be erected on the non-residential portion of the lot; and

(ii) trenches to connect the floor space referred to in sub-clause (a)(i) of this Special Condition to the district cooling system (as defined in the District Cooling Services Ordinance, any regulations made thereunder and any amending legislation) located outside the lot, the excavation and backfilling for such trenches to be designed and constructed by the Grantee

in all respects to the satisfaction of 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 defined in the District Cooling Services Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as **"the Substation"**, which expression shall, for the avoidance of doubt, mean such floor space 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 layout 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-residential portion of the lot 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.

(d) In the event of non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition, 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.

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

(i) inspecting and checking any works to be carried out in accordance with sub-clause (a) of this Special Condition; and

(ii) carrying out any works in accordance with sub-clause (d) of this Special Condition.

(f) The Government, the Director, the Director of Electrical and Mechanical Services, the authorized officer as defined in the District Cooling Services Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to in this Special Condition as **"the Authorized Officer"**) and any other person as described under sub-clause (e) of this Special Condition shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the carrying out, inspecting, checking and supervising the works under sub-clause (d) of this Special Condition or the exercise by the Authorized Officer (with or without the assistance of any other person as the Authorized Officer thinks fit), the Director, the Director of Electrical and Mechanical Services and their officers, contractors, agents, workmen and any persons authorized by the Director or the Director of Electrical and Mechanical Services of the rights conferred under sub-clause (e) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government, the Director, the Director of Electrical and Mechanical Services, the Authorized Officer and any other person as described under this Special Condition by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Grantee shall at all times indemnify and keep indemnified the Government, the Director, the Director of Electrical and Mechanical Services, its or their officers, agents, contractors, workmen and any other person authorized by the Director or the Director of Electrical and Mechanical Services from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever or howsoever arising whether directly or indirectly out of or in connection with the construction, repair, and maintenance of the Substation or in connection with the works under sub-clauses (d) and (e) of this Special Condition.

(h) The Grantee acknowledges that as at the date of this Agreement, there are some existing district cooling system pipework and cable ducting running adjacent to the lot (hereinafter referred to as **"the Pipes and Cables"**). The Grantee shall at all times indemnify and keep indemnified the Government, the Director, the Director of Electrical and Mechanical Services, its or their officers, agents, contractors, workmen and any other person authorized by the Director or the Director of Electrical and Mechanical Services from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever or howsoever arising whether directly or indirectly out of or in connection with any demolition or damage to or any interference with the Pipes and Cables by the Grantee, his employees, agents, workmen and contractors."

33. Automatic Meter Reading of Water Supply

Special Condition No. (56)

"(a) The Grantee shall within 60 calendar months from the date of this Agreement, or on or before 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:

(i) submit or cause to be submitted to the Water Authority for its approval in writing a proposal for providing and installing automatic meter reading (hereinafter referred to as **"AMR"**) outstation or outstations on the lot or any part thereof which proposal shall contain, among others, such information and particulars as the Water Authority may require including but not limited to a layout plan showing the location of the AMR outstation or outstations to be provided and installed in accordance with sub-clause (a)(ii) of this Special Condition, the arrangement and the associated details of the AMR equipment for building up the AMR outstation or outstations, and the area or space designated for accommodating the AMR equipment; and

(ii) provide and install the AMR outstation or outstations as approved by the Water Authority under sub-clause (a)(i) of this Special Condition (hereinafter referred to as **"the AMR Outstation(s)"**) for all AMR meters including meters for fresh water supply for individual consumers, master meters or check meters for fresh water supply, flushing water supply and fire service supply and other additional meters for various water supplies as the Water Authority may at its sole discretion require or approve, which shall, for the avoidance of doubt, include:

(I) the necessary cable conduits and cables;

(II) AMR panel(s) in which the AMR equipment is installed; and

(III) other facilities and associated equipment.

For the purpose of this sub-clause (a)(ii), "consumer" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

(b) The Grantee shall not commence any works for providing and installing the AMR Outstation(s) until the proposal referred to in sub-clause (a)(i) of this Special Condition shall have been approved by the Water Authority.

(c) The Grantee shall throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(d) The Water Authority shall, at any time at its absolute discretion, have the right to serve upon the Grantee a notice in writing requiring the Grantee to demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee) prevent or disrupt the accommodation, operation and maintenance of the AMR Outstation(s). The Grantee shall upon receipt of such written notice, at his own expense, demolish or remove the objects or materials and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.

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

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

(i) inspecting and checking any works to be carried out in accordance with sub-clauses (a)(ii), (c) and (d) of this Special Condition;

(ii) carrying out any works in accordance with sub-clause (e) of this Special Condition; and

(iii) inspecting, operating, maintaining, repairing, renewing, removing, replacing and redeveloping the AMR Outstation(s) after the AMR Outstation(s) shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(g) The Grantee shall when called upon to do so by the Water Authority and within such time as may be specified by the Water Authority deliver the AMR Outstation(s) to the Water Authority without any payment or compensation provided always that the Water Authority shall be under no obligation to take possession of the AMR Outstation(s) at the request of the Grantee but may do so as and when it in its absolute discretion sees fit.

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

(i) The Grantee shall at all times indemnify and keep indemnified the Government, the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority under sub-clause (h) of this Special Condition from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under sub-clause (e) of this Special Condition.

(j) For the purpose of sub-clauses (a), (b), (c) and (g) of this Special Condition, the expression "Grantee" shall exclude his assigns."

34. No Grave or Columbarium Permitted

Special Condition No. (58)

"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."

35. Provisional Gold Rating

Special Condition No. (59)

"The Grantee shall, on or before compliance with Special Condition No. (3) hereof, at his own expense obtain a Provisional Gold Rating or above for the building or buildings erected or to be erected on the lot from the Hong Kong Green Building Council or such other equivalent bodies as may be approved by the Director."

1. 期數位於新九龍內地段第6610號(「該地段」)。

2. 該地段乃根據一份日期為2021年5月11日的批地條件第20378號(經一份日期為2023年2月28日及在土地註冊處以編號23031401290083登記的修訂書修訂及修改)(統稱「批地文件」)由政府批授,批租年期為50年,由2020年10月9日起至2070年10月8日止。

3. 用途

特別條款第(4)條

「該地段或其任何部分或任何在該地段上已建或擬建之一幢或多幢建築物或其任何部分不得用作非工業用途(不包括貨倉、酒店、加油站及除此特別條款第(a)及(b)分條准許以外之私人住宅用途)以外之任何其他用途:

(a) 用作特別條款第(5)(a)及(5)(b)條分別所指的公共租住房屋單位(甲類)及公共租住房屋單位(乙類)的私人住宅用途;及

(b) 用作特別條款第(5)(c)條所指的資助出售房屋單位的私人住宅用途。」

4. 承批人須彌償

一般條款第4條

「承批人須就任何違反此等條款或地政總署署長(下稱**「署長」**)認為(其意見為最終並對承批人有約束力)任何因承批人使用該地段、或任何開發或重建該地段或其部分、或在該地段上進行的任何活動或在該地段上進行的任何其他工程(不論該等使用、開發或重建、活動或工程是否符合或違反此等條款)而引致毗鄰或毗連土地或該地段損壞或土壤及地下水污染,不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致),承批人須向政府作出彌償及使其獲得彌償。」

5. 保養

一般條款第6條

「(a) 承批人須於整個批租期內根據此等條款進行建造或重建(本詞指此一般條款第(b)分條所預期的重建工程):

(i) 依照任何經批准建築圖則並在沒有任何變更或修訂下保養所有建築物;

(ii) 保養所有已建或根據此等條款或任何其後的合約修訂而可能興建的建築物以保持其修繕妥當及良好狀態,並在批租期屆滿或提前終止時以此維修狀態交還該等建築物。

(b) 倘若在批租期內任何時間拆卸該地段或其任何部分的現有建築物,承批人必須以良好堅固而不少於舊有總樓面面積的同類型建築物或以署長批核的類型及價值之建築物替代。倘若在根據上述情況進行拆卸的情況下,承批人須於拆卸後的一個曆月內向署長申請於該地段進行建造工程以作重建之同意書,並在收到該同意書的三個曆月內展開重建的必要工程,並在署長指定的期限內完成以使署長滿意。」

6. 私家街道、道路及巷道

一般條款第8條

「任何按此等條款而須要建造的私家街道、道路及巷道必須設置於署長滿意並由其決定位於批租範圍以內或外的位置。於上述的任何一種情況下,承批人須在署長要求時將其無代價交還予政府。若上述之街道、道路及巷道已交還予政府,政府將為其鋪設表面、建造路緣、排水渠(污水及雨水渠道)、渠道及街燈,有關費用由承批人負擔,而其後的保養將以公帑支付。若該等私家街道、道路及巷道保留於批租的範圍內,承批人須自費安排照明、鋪設表面、建造路緣、排水渠、渠道及保養,以使署長在各方面滿意,而署長亦可以公眾利益為由進行或達致進行街燈裝設及保養。承批人須承擔裝設街燈的建設成本,並准許為裝設及保養街燈的工人及汽車自由進入及離開批租範圍。」

7. 建築契諾

特別條款第(3)條

「承批人須在該地段上興建一幢或多幢建築物以發展該地段,並須在各方面符合此等條款及現時及任何時候在香港生效並有關建築、衞生及規劃的一切條例、附例及規例。該等一幢或多幢建築物須於2026年6月30日或之前完成及可供佔用。」

(註:根據一封日期為2024年11月8日由地政總署九龍東區地政處發出之信件,特別條款第(3)條提及之日期已獲延展至2026年12月31日。)

8. 公共租住房屋單位

特別條款第(5)(a)至(b)條

「(a) 隨時受限於特別條款第(30)條,於該地段或其任何部分上已建或擬建之一幢或多幢建築物內用作公共租住房屋單位**(甲類)**的私人住宅,不得用作根據本協議及出租予依承批人為分配香港公共出租屋邨的出租住所而不時決定之申請資格而從指定類別之低收入至中等入息人士中篩選出之人士的公共租住房屋單位(甲類)以外之任何其他用途(該個別私人住宅單位下稱**「公共租住房屋單位(甲類)」**及該等多個住宅單位以下統稱**「公共租住房屋單位(甲類)」**,該等被承批人篩選出的公共租住房屋單位(甲類)之合資格租戶下稱**「合資格租戶(甲類)」**),出租條款、條件及租金將由承批人決定。

(b) 隨時受限於特別條款第(30)條,於該地段或其任何部分上已建或擬建之一幢或多幢建築物內用作公共租住房屋單位(乙類)的私人住宅,不得用作根據本協議及出租予依承批人為分配香港公共出租屋邨的出租住所而不時決定之申請資格而從指定類別之低收入至中等入息人士中篩選出之人士的公共租住房屋單位(乙類)以外之任何其他用途(該個別私人住宅單位下稱**「公共租住房屋單位(乙類)」**及該等多個住宅單位以下統稱**「公共租住房屋單位(乙類)」**,該等被承批人篩選出的公共租住房屋單位(乙類)之合資格租戶下稱**「合資格租戶(乙類)」**),出租條款、條件及租金將由承批人決定。惟即使此特別條款分條另有規定,由本協議之日期至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出涵蓋該地段上已建或擬建的一幢或多幢建築物用作公共租住房屋單位(乙類)用途之臨時佔用許可證或佔用許可證的日期(以較早者為準)起計五年屆滿前之期間(或其他發展局局長以其獨有及絕對酌情權決定之期限),發展局局長或獲其授權之任何人士或法定機構可以其獨有及絕對酌情權決定指定類別的任何種類人士及其申請資格,以供承批人根據此特別條款分條作出篩選。」

9. 資助出售房屋單位

特別條款第(5)(c)至(d)條

「(c) 隨時受限於特別條款第(30)及(31)條,於該地段或其任何部分上已建或擬建之一幢或多幢建築物內之住宅單位用作資助出售房屋單位(該個別住宅單位下稱**「資助出售房屋單位」**及該多個住宅單位以下統稱**「資助出售房屋單位」**),不得用作私人住宅用途以外之任何其他用途,及承批人僅可轉讓資助出售房屋單位予承批人依此特別條款第(d)分條所指的批核部門(下稱**「批核部門」**)不時決定之申請資格而從指定類別買家中篩選出之人士(該等由承批人篩選出之購買資助出售房屋單位人士下稱**「中選人士」**)。

(d) 就此等條款而言,**「批核部門」**一詞指:

(i) 發展局局長或獲其以獨有及絕對酌情權授權之任何人士或法定機構(由本協議之日期至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出涵蓋特別條款第(4)(b)條所指於該地段上已建或擬建之一幢或多幢建築物之臨時佔用許可證或佔用許可證之日期(以較早者為準)起計首五年屆滿前,或其他發展局局長以其獨有及絕對酌情權決定的期限);及

(ii) 房屋局局長(於特別條款第(d)(i)分條規定之期限屆滿後及此協定的批租期之餘下年期內)。」

10. 發展項目之劃分

特別條款第(6)條

「(a) 承批人須於由本協議之日期起計6個曆月內或其他署長可能批准的日期或之前,自費向署長提交根據署長不時規定之格式及包含資料並於其上顯示劃界及著色之樓宇圖則及附表(下稱**「劃分圖則及附表」**)以供其書面批准:

(i) 公共租住房屋單位(甲類);

(ii) 公共租住房屋單位(乙類);

(iii) 資助出售房屋單位;

(iv) 歸屬於公共租住房屋單位(甲類)之非工業用途部分(根據特別條款第(32)(a)(i)條定義)(下稱**「公共租住房屋(甲類)商業部分」**);

(v) 分別歸屬於公共租住房屋單位(乙類)及資助出售房屋單位之非工業用途部分(根據特別條款第(32)(a)(i)條定義)(下稱**「專用安置屋邨商業部分」**);

(vi) 特別條款第(12)條所指之政府樓宇;

(vii) 特別條款第(38)及(39)條(可分別根據特別條款第(63)條變更)及特別條款第(62)條所指之停車位及上落客貨停車位;

(viii) 特別條款第(61)條所指之公眾停車場;及

(ix) 署長要求的其他範圍。

(b) 劃分圖則及附表一經署長批准,除非經署長事先書面批准或除非署長要求,承批人不得修改、變更、改動、修訂或替代經批准之劃分圖則及附表。

(c) 就此等條款而言,署長就何謂公共租住房屋(甲類)商業部分及專用安置屋邨商業部分之決定為最終決定並對承批人有約束力。

(d) 除非根據獲署長批准之劃分圖則及附表,不得發展該地段或其任何部分。不得在該地段上或內搭建、興建或保養沒有在劃分圖則及附表上顯示之建築物或構築物。」

11. 專用安置屋邨商業部分貨品及服務種類限制

特別條款第(7)條

「專用安置屋邨商業部分的單位(根據特別條款第(6)(a)(v)條定義)不得用作署長以其絕對酌情權可不時書面批准零售一種或多種主要種類貨品及/或提供一種或多種主要種類服務的用途以外的任何其他用途(包括但不限於施加條件要求承批人支付由署長決定的任何額外地價及行政費用,署長的決定為最終決定並對承批人有約束力)。署長就貨品或服務是否屬於已獲其批准的種類;就專用安置屋邨商業部分的任何單位是否用作署長書面批准零售一種或多種主要種類貨品及/或提供一種或多種主要種類服務的用途;及就何謂專用安置屋邨商業部分的一個單位之決定為最終決定並對承批人有約束力。」

12. 樹木保育

特別條款第(8)條

「未得署長事先書面同意,概不可移除或干預任何現於該地段或毗鄰土地生長的樹木,而署長可於給予同意時施加其視為恰當的移植、補償園景工程或再植條件。」

13. 園景美化工程

特別條款第(9)條

「承批人須在該地段任何部分及平台(如有)未有建築之部分,自費進行園景美化工程及種植樹木及灌木,及其後須自費保養及使其維持在安全、潔淨、整齊、井然而健壯的狀態,以便署長滿意。」

14. 發展條款

特別條款第(10)條

「受限於此等條款,在開發或重建(該詞僅指一般條款第6條下的重建)該地段或其任何部分時:

(a) 任何於該地段上已建或擬建之一幢或多幢建築物均須在各方面符合《建築物條例》、其任何附屬規例及任何修訂法例;

(b) 不得在該地段或其任何部分或在任何此等條款指明而在該地段範圍外的地方興建任何未能在各方面完全符合《城市規劃條例》、其任何附屬規例及任何修訂法例之一幢或多幢建築物,亦不得以未能在各方面完全符合《城市規劃條例》、其任何附屬規例及任何修訂法例的方式開發或使用該地段或其任何部分或在任何此等條款指明而在該地段範圍外的地方;

(c) (i) 任何在該地段上已建或擬建之一幢或多幢建築物的整體總樓面面積須不少於83,351平方米及不多於138,916平方米;

(ii) 在此特別條款第(c)(i)分條上規定的整體總樓面面積中:

(I) 任何在該地段上已建或擬建並設計及擬作特別條款第(5)(a)條所指之用途的一幢或多幢建築物的整體總樓面面積須不少於27,953平方米及不多於46,588平方米;

(II) 任何在該地段上已建或擬建並設計及擬作特別條款第(5)(b)條所指之用途的一幢或多幢建築物的整體總樓面面積須不少於9,962平方米及不多於16,602平方米;

(III) 任何在該地段上已建或擬建並設計及擬作特別條款第(5)(c)條所指之用途的一幢或多幢建築物的整體總樓面面積須不少於23,074平方米及不多於38,456平方米;

(IV) 任何在該地段上已建或擬建並設計及擬作非工業用途(不包括貨倉、酒店、加油站及私人住宅)的一幢或多幢建築物的整體總樓面面積須不少於22,362平方米及不多於37,270平方米;

(V) 公共租住房屋(甲類)商業部分總樓面面積須根據以下公式計算:

$$\text{根據此特別條款第(c)(ii)(IV)分條之整體總樓面面積(不包括特別條款第(12)條所指之政府樓宇)} \times \frac{\text{根據此特別條款第(c)(ii)(I)分條之整體總樓面面積}}{\text{根據此特別條款第(c)(ii)(I)、(c)(ii)(II)及(c)(ii)(III)分條之整體總樓面面積之總和。}}$$

(VI) 專用安置屋邨商業部分總樓面面積須根據以下公式計算:

$$\text{根據此特別條款第(c)(ii)(IV)分條之整體總樓面面積(不包括特別條款第(12)條所指之政府樓宇)} \times \frac{\text{根據此特別條款第(c)(ii)(II)及(c)(ii)(III)分條之整體總樓面面積之總和。}}{\text{根據此特別條款第(c)(ii)(I)、(c)(ii)(II)及(c)(ii)(III)分條之整體總樓面面積之總和。」}}$$

15. 綠化範圍

特別條款第(11)(c)條

「受限於此等條款,在開發或重建(該詞僅指一般條款第6條下的重建)該地段或其任何部分時:

(c) (i) 承批人須自費向規劃署署長(下稱**「規劃署署長」**)提交圖則以供其書面批准,該圖則標明在該地段或其上已建或擬建的一幢或多幢建築物之上或內提供及維持綠化(包括但不限於提供於泥土生長的活植物)之部分(下稱**「綠化範圍」**)、綠化範圍之布局與大小及規劃署署長所要求或行使其獨有酌情權訂明的其他資料(包括但不限於綠化範圍之建築工程的位置及詳情)(該建議書連同圖則下稱**「綠化建議書」**)並須符合以下要求:

(I) 綠化範圍須佔該地段不少於30%之範圍;

(II) 此特別條款第(c)(i)(I)分條所指的30%範圍中的不少於66%須位處規劃署署長全權酌情決定之位置或高度,以使此特別條款第(c)(i)(I)分條所指的30%範圍中的不少於66%讓行人可見或進入該地段的人士可達;

(III) 該地段上任何已建或擬建之一幢或多幢建築物之不少於20%之天台範圍須構成此特別條款第(c)(i)(I)分條所指的30%範圍一部分;

(IV) 規劃署署長就綠化建議書中何謂提供綠化,及就在該地段或其上已建或擬建之一幢或多幢建築物的哪些部分為此特別條款第(c)(i)(I)分條所指的30%範圍,就是否符合此特別條款第(c)(i)(II)分條下此特別條款第(c)(i)(I)分條所指的30%範圍中的不少於66%之規定,及就哪些範圍為此特別條款第(c)(i)(III)分條所指的一幢或多幢建築物之天台範圍之決定為最終決定並對承批人有約束力;

(V) 規劃署署長可全權酌情接受承批人建議的其他非植樹綠化景物,以代替栽種樹木、灌木或其他植物;

(ii) 承批人須自費根據獲批准綠化建議書實施及完成綠化範圍之建築工程,及其後維持綠化範圍,以使規劃署署長在各方面滿意。未得規劃署署長事先書面批准,不得修改、變更、改動、修訂或替代獲批准綠化建議書或標明綠化範圍之圖則;及

(iii) 除非獲得規劃署署長事先書面批准,獲批准綠化建議書所示之綠化範圍須被指定為並構成特別條款第(35)(a)(v)條所指的公用地方之一部分,及不得用作根據獲批准綠化建議書所述之布局、大小、位置及詳情作綠化範圍以外之任何其他用途。」

16. 政府樓宇

特別條款第(12)(a)至(b)條

「(a) 承批人須自費並按署長批准的位置、方式、設計、物料、標準及使署長在各方面滿意下在該地段內以良好工藝及依照在此夾附的技術附表(下稱**「技術附表」**)及根據特別條款第(13)(a)條批核的圖則搭建、興建及提供以下樓宇:

(i) 一間淨作業樓面面積不少於303平方米的長者鄰舍中心(下稱**「長者鄰舍中心」**);

(ii) 一間淨作業樓面面積不少於488平方米的幼兒中心（下稱**「幼兒中心」**）；

(iii) 一間淨作業樓面面積不少於149.5平方米的少數族裔外展隊中心（下稱**「少數族裔外展隊中心」**）；

(iv) 一間淨作業樓面面積不少於160平方米的綜合家居照顧服務隊中心（下稱**「綜合家居照顧服務隊中心」**）；

(v) 一間淨作業樓面面積不少於358平方米的長者日間護理中心（下稱**「長者日間護理中心」**）；

(vi) 一間淨作業樓面面積不少於173平方米的特殊幼兒中心（下稱**「特殊幼兒中心」**）；

(vii) 一間淨作業樓面面積不少於212平方米的早期教育及訓練中心（下稱**「早期教育及訓練中心」**）；

(viii) 一間根據現時或可能在任何時間在香港生效之《安老院條例》（第459章）、其任何附屬規例及任何與安老院有關之修訂法例定義及淨作業樓面面積不少於3,032.4平方米的安老院暨淨作業樓面面積不少於89.5平方米的日間護理中心（下稱**「安老院暨日間護理中心」**）；

(ix) 一個供少數族裔外展隊中心停泊與少數族裔外展隊中心運作有關的根據《道路交通條例》（第374章）、其任何附屬規例及任何修訂法例（下稱**「道路交通條例」**）獲發牌的輕型貨車、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.5米及長7.0米，並有最少3.6米淨空高度；

(x) 一個供綜合家居照顧服務隊中心停泊與綜合家居照顧服務隊中心運作有關的根據道路交通條例獲發牌的私家小巴、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；

(xi) 三個供長者日間護理中心停泊與長者日間護理中心運作有關的根據道路交通條例獲發牌的私家小巴、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；

(xii) 一個供特殊幼兒中心停泊與特殊幼兒中心運作有關的根據道路交通條例獲發牌的旅遊巴士、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；

(xiii) 兩個供安老院暨日間護理中心停泊與安老院暨日間護理中心運作有關的根據道路交通條例獲發牌的私家小巴、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；及

(xiv) 一個供長者鄰舍中心、幼兒中心、少數族裔外展隊中心、綜合家居照顧服務隊中心、長者日間護理中心、特殊幼兒中心、早期教育及訓練中心及安老院暨日間護理中心的貨車作上落客貨用途及供停泊與長者鄰舍中心、幼兒中心、少數族裔外展隊中心、綜合家居照顧服務隊中心、長者日間護理中心、特殊幼兒中心、早期教育及訓練中心及安老院暨日間護理中心運作有關的汽車（包括的士、救護車及私家小巴）作乘客上落之用途、及供其真實來賓、訪客或受邀人獨家及共同使用的路旁停車處，此路旁停車處須闊3.5米及長8.0米，並有最少3.6米淨空高度

（該等樓宇連同署長以其絕對酌情權決定專屬於該等樓宇的任何其他範圍、設施、服務及裝置（其決定為最後定論並對承批人有約束力），以下統稱**「政府樓宇」**）。政府樓宇須於由本協議之日期起計60個曆月內完成並使其適合佔用及運作。

(b) 政府保留權利在任何時間以其絕對酌情權改動或變更政府樓宇或其任何部分之用途。」

特別條款第(13)條

「(a)(i) 承批人須向署長提交或達致提交政府樓宇圖則以供其書面批准，政府樓宇圖則須包括政府樓宇之高度、位置和設計的細節，及署長要求之任何其他細節。

(ii) 政府樓宇圖則一經批准，除非經署長事先書面批准或除非署長要求，承批人不得修改、變更、改動、修訂或替代經批准之政府樓宇圖則。

(iii) 任何根據此特別條款第(a)分條經署長批准或由署長要求而作出之其後修改、變更、改動、修訂或替代須被視為納入經署長批准之政府樓宇圖則。

(b) 在獲得署長根據此特別條款第(a)分條就政府樓宇圖則發出的批准前，該地段內不得展開建築工程（土地勘測及地盤平整工程除外）。

(c) 就此特別條款而言，「建築工程」、「土地勘測」及「地盤平整工程」根據《建築物條例》、其任何附屬規例及任何修訂法例定義。」

特別條款第(14)條

「(a) 署長可以其絕對酌情權認為合適時修改、變更、改動、修訂或替代技術附表。

(b) 除非經署長事先書面批准，承批人不得修改、變更、改動、修訂或替代技術附表。

(c) 署長根據此特別條款第(a)分條而作出或承批人根據此特別條款第(b)分條經署長批准而作出之任何修改、變更、改動、修訂或替代須被視為納入技術附表並構成其部分。

(d) 倘若技術附表之條款與批地文件之條款有任何不相符或不同，須以批地文件之條款為準。」

特別條款第(15)(e)條

「(e) 承批人須就政府樓宇或其任何部分的建築工程，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何形式及如何引致），向政府及署長作出彌償及使其獲得彌償。」

特別條款第(20)條

「署長有權在根據特別條款第(18)條轉讓政府樓宇之前，可於任何時間要求騰空交回署長要求並已根據特別條款第(17)條發出完工證明書之政府樓宇之管有權。承批人須應要求向政府交還政府樓宇，供政府於署長認為合適之條款及條件下獨家使用及佔用。」

特別條款第(21)條

「(a) 在不影響特別條款第(22)條的條文為前提下，承批人須在所有時間自費保養政府樓宇及其屋宇裝備裝置以保持其良好狀況及使署長在各方面滿意，直至特別條款第(22)(a)條所指的欠妥之處保養責任期屆滿為止。

(b) 僅就此特別條款而言，「承批人」一詞不包括其承讓人。」

特別條款第(22)條

「(a) 就所有政府樓宇及其屋宇裝備裝置：

(i) 於承批人向政府交還政府樓宇的管有權的日期可能存在的；及

(ii) 於承批人交還政府樓宇的管有權的日期後365日內期間（下稱**「欠妥之處保養責任期」**）發生或變得可見的

任何欠妥之處、失修、不完善、故障、失效或任何其他未完成工程（不論有關工藝、物料、設計或其他因素）而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何形式及如何引致），向政府和財政司司長法團作出彌償及使其獲得彌償。

(b) 在署長及/或財政司司長法團要求時，承批人須自費依照署長及/或財政司司長法團可能指明的時限、標準及方式進行所有保養、維修、修改、重建及修補工程和其他必要的工程以修補與糾正政府樓宇及其屋宇裝備裝置在任何欠妥之處保養責任期期間發生或變得可見的任何欠妥之處、失修、不完善、故障、失效或任何其他未完成工程。除上述以外，承批人須自費依照署長及/或財政司司長法團可能指明的時限、標準及方式彌補與糾正承批人在交還管有權之日期時政府樓宇及其屋宇裝備裝置可能存在的任何欠妥之處、失修、不完善、故障、失效或任何其他未完成工程。

(c) 署長及/或財政司司長法團將在每一個欠妥之處保養責任期快將屆滿前就政府樓宇及其屋宇裝備裝置進行視察，旨在查找任何明顯的欠妥之處、失修、不完善、故障、失效或任何其他未完成工程。署長及財政司司長法團各自保留權利在欠妥之處保養責任期結束後的14天內向承批人送達一份或多份欠妥之處清單，列明政府樓宇及其屋宇裝備裝置中任何明顯的欠妥之處、失修、不完善、故障、失效或任何其他未完成工程，而承批人須自費依照署長及/或財政司司長法團指明的時限、標準及方式安排一切必要工程以作修補與糾正。

(d) 如承批人未能進行此特別條款第(b)及(c)分條提述的任何工程，該等工程即可由政府及/或財政司司長法團進行。承批人須在要求時向政府及/或財政司司長法團支付所有因此產生並經署長核證（其決定為最終及對承批人有約束力）的成本及支出及一筆金額相等於涉及的成本與支出的百分之二十的行政費，惟政府及/或財政司司長法團有權從此特別條款第(e)分條提述的保證金中扣除承批人在此(d)分條下到期及未繳付予政府及/或財政司司長法團的成本、支出及費用。倘若保證金不足夠支付承批人所有到期及未繳付的成本、支出及費用，承批人須在要求時支付尚欠之差額。

(e) 承批人須在按照特別條款第(18)條轉讓政府樓宇時同時向政府提供港幣24,300,000.00元（下稱**「保證金」**）。受限於此特別條款第(d)分條的但書，保證金將在政府樓宇的相關欠妥之處保養責任期屆滿及承批人滿意地完成所有保養、維修、修改、重建及修補工程及由署長及/或財政司司長法團要求的任何其他工程後退還予承批人（承批人明文確認並同意毋須就保證金或其任何部分支付任何利息）。

(f) 僅就此特別條款而言，「承批人」一詞不包括其承讓人。」

17. 物件

特別條款第(24)條

「(a) 受限於特別條款第(35)(a)(iv)(I)條提述由財政司司長法團作出的任何供款，承批人須於整個在此協定的批租期內自費保養以下物件（下稱**「物件」**）使署長在各方面滿意：

(i) 政府樓宇的外部裝修物料及政府樓宇的及其中、周圍、其內、其上及其下的一切牆、支柱、橫樑、天花板、天台樓板、行車道或地台樓板的結構及任何其他結構件；

(ii) 服務政府樓宇和該地段的發展項目餘下部分的所有升降機、扶手電梯及樓梯；

(iii) 構成服務政府樓宇和該地段的發展項目餘下部分之系統一部分的所有屋宇裝備裝置、機械及設備（包括但不限於攜帶式和固定消防裝置設備）；

(iv) 所有政府樓宇下之結構樓板連同其內及其下的排水系統；及

(v) 服務政府樓宇和該地段的發展項目餘下部分的所有其他公用部分及設施。

(b) 承批人須就因其未能保養物件而不論直接或間接所引起或導致的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何形式及如何引致），向政府和財政司司長法團作出彌償及使其獲得彌償。

(c) 僅就此特別條款而言，「承批人」一詞不包括財政司司長法團。」

18. 康樂設施

特別條款第(26)(a)及(c)條

「(a) 承批人可在該地段搭建、興建及提供經署長書面批准的該等康樂設施及其附屬設施（下稱**「設施」**）。設施的類型、大小、設計、高度和布局必須獲得署長事先書面批准。

(c) 倘若設施的任何部分可獲豁免而不計入此特別條款第(b)分條所訂的總樓面面積（下稱**「豁免設施」**）：

(i) 豁免設施須被指定為並構成特別條款第(35)(a)(v)條所指的公用地方之一部分；

(ii) 承批人須自費保養豁免設施以保持其修繕妥當及良好狀態，及運作豁免設施以使署長滿意；及

(iii) 豁免設施只可供已建或擬建於該地段的一座或多座住宅大廈住客和其真正訪客使用，其他人士不可使用。」

19. 承批人轉讓資助出售房屋單位的轉讓限制

特別條款第(30)(a)、(e)及(f)條

「(a) 受限於特別條款第(32)條，於符合此等條款以使署長在各方面滿意之前，除非獲得署長事先書面同意並已符合其施加的任何條件（包括支付其要求的任何費用），承批人不得轉讓（根據特別條款第(18)條訂明之政府樓宇轉讓及根據特別條款第(41)(a)(i)條訂明之資助出售房屋住宅停車位及資助出售房屋住宅電單車停車位轉讓除外）、按揭、抵押、出租（根據此特別條款第(b)及(c)分條與特別條款第(41)(a)(ii)及(42)條訂明之出租除外）、放棄管有（根據特別條款第(20)條訂明之交付政府樓宇之空置管有權除外）或以其他方式處置該地段或其任何部分或其中任何權益或其上任何建築物或其部分（不論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書，或以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議。

(e) 即使此等條款已獲遵從及符合以使署長滿意，受限於特別條款第(5)(c)條，除非承批人轉讓或同意轉讓資助出售房屋單位連同於該地段附於其上之不分割份數：

(i) 予中選人士；及

(ii) 按承批人建議及批核部門以其絕對酌情權批准之價格並根據特別條款第(31)條訂明之條款及條件轉移或以其他方式處置，

承批人不得轉讓、按揭或抵押、出租、放棄管有或以其他方式處置任何資助出售房屋單位（不論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書，或以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議。

(f) 僅就此特別條款而言，此特別條款第(a)及(e)分條中「承批人」一詞不包括其受讓人。」

20. 資助出售房屋業主轉讓資助出售房屋單位的轉讓限制

特別條款第(31)條

「(a) 就此特別條款而言：

(i) **「合資格買家」**指按房屋局局長不時發出之條件而獲得承批人核證為符合資格購買資助出售房屋單位或其中任何權益的人士；

(ii) **「首份轉讓契據」**指承批人向一個資助出售房屋單位的首位資助出售房屋業主轉讓該資助出售房屋單位的首份轉讓契據；

(iii) **「承批人」**一詞不包括其受讓人；

(iv) **「最初市值」**指在首份轉讓契據中指明的資助出售房屋單位的市值；

(v) **「資助出售房屋業主」**指獲承批人根據特別條款第(30)(e)條轉讓或同意轉讓該地段的不分割份數連同在該地段上已建或擬建之一幢或多幢建築物內之資助出售房屋單位的獨有佔用權的人士、其業權繼承人及任何承按人或承押記人（不論是法定或衡平法的）或該承按人或承押記人之受讓人；

(vi) **「期間」**指首份轉讓契據的日期後起計為期15年的期間；

(vii) **「補價」**指由承批人評估及由房屋局局長批准的款額（其批准為最終及對資助出售房屋業主有約束力），該款額須根據以下公式計算–

$$\text{補價} = \text{現行市值} \times \frac{\text{（最初市值 – 買入價）}}{\text{最初市值}}$$

就計算補價而言，「現行市值」指在資助出售房屋業主繳付補價時由承批人評估及由房屋局局長批准的資助出售房屋單位的市值；及

(viii) **「買入價」**指於首份轉讓契據中指明之承批人向資助出售房屋業主出售資助出售房屋單位的價錢；及

(b) 除此特別條款第(c)、(d)、(e)、(f)及(g)分條另有規定外，資助出售房屋業主無論何時均不得出售、轉讓、讓與、轉易、按揭、押記、批租、出租、放棄管有或以其他方式處置其資助出售房屋單位或其任何部分，或其中的任何權益，或附於該資助出售房屋單位的該地段的任何不分割份數（不論是以直接或間接保留、授予任何優先拒絕要約權、選擇權、授權書，或以任何其他方法、安排或任何形式的文件）或就此等目的訂立任何協議，或根據任何有關出售、轉讓或以其他方式處置或影響其資助出售房屋單位或其任何部分或其中任何權益的交易協議（不論是現時的或未來的、有條件的或無條件的）索取或接受（不論直接地或間接地或是經由律師、代理人、承辦商或信託人或其他人士）任何金錢或金錢等值或任何其他有值代價，或就上述交易訂立任何協議。

(c) (i) (I) 受限於承批人事先書面批准並已符合承批人施加的任何條件包括但不限於此特別條款第(c)(i)(II)分條列出之條件，及符合房屋局局長不時發出之指引（如適用），資助出售房屋業主可將轉讓予其之資助出售房屋單位押記或按揭，或進行第二押記或第二按揭，或進行進一步的押記或按揭予銀行或其他財務機構（就此第(c)(i)(I)分條而言，包括財政司司長法團）或獲承批人認可的資助出售房屋業主之僱主之組織或承批人，而毋須繳付補價：

(A) 以就購買該資助出售房屋單位提供資本或再融資或就任何仍然藉該資助出售房屋單位押記或按揭作為償還保證的未償還借貸再融資；或

(B) 以就相關銀行、財務機構或組織提供的新貸款或再融資提供償還保證

（資助出售房屋單位之該等押記、按揭、第二押記、第二按揭或資助出售房屋單位之進一步押記或按揭下稱**「押記」**）。

為免生疑問，承批人可以其獨有及絕對酌情權批准或拒絕此特別條款第(c)分條的申請，而毋須提供任何理由。

(II) 此特別條款第(c)(i)(I)分條所指的條件如下：

(A) 押記須採用承批人批准的格式並須具有承批人要求的條文；

(B) 資助出售房屋業主須承擔所有押記引致的費用及支出，包括承批人審批押記的行政費用及支出，及承批人批核此特別條款第(c)(i)(II)(A)分條提及的格式所產生的法律費用；及

(C) 資助出售房屋業主須遵守和符合承批人施加的條件和條款。

(ii) (I) 受限於承批人事先書面批准並已符合房屋局局長不時發出之指引(如適用),資助出售房屋業主可將轉讓予其的資助出售房屋單位押記或按揭予參與了由香港按揭證券有限公司或其任何子公司(以下統稱**「香港按揭證券有限公司集團」**)或房屋局局長不時批准的其他財務機構運行的安老按揭計劃的銀行或香港按揭管理有限公司集團或房屋局局長不時批准的其他財務機構,以取得有關的按揭貸款(下稱**「安老按揭」**),而毋須先繳付補價。惟當此特別條款第(c)(ii)(II)分條的條件已符合時,承批人須被視為已發出批准。

(II) 此特別條款第(c)(ii)(I)分條所指的條件如下:

(A) 安老按揭須採用承批人及香港按揭證券有限公司集團或房屋局局長不時批准的其他財務機構就資助房屋出售計劃不時批准的格式並須具有承批人及香港按揭證券有限公司集團或該等其他財務機構要求的條文;

(B) 資助出售房屋單位須押記或按揭予參與了安老按揭計劃的銀行或香港按揭管理有限公司集團或房屋局局長不時批准的其他財務機構,並從該銀行或香港按揭管理有限公司集團或該等其他財務機構取得有關的貸款;

(C) 資助出售房屋業主須承擔一切有關安老按揭所引致的費用及支出;及

(D) 資助出售房屋業主須遵守和符合承批人不時發出的指引(如適用)及香港按揭證券有限公司集團或房屋局局長不時批准的其他財務機構於安老按揭計劃施加的條件和條款。

(d) 在資助出售房屋業主向政府繳付補價(由承批人代政府收取)之前的任何時間,資助出售房屋業主可就其資助出售房屋單位簽訂任何臨時買賣協議、正式買賣協議和轉讓契據,惟:

(i) 以買家身分簽訂該臨時買賣協議的人士須為合資格買家;

(ii) 以買家身分簽訂該正式買賣協議和轉讓契據的人士須為合資格買家,並獲承批人以其獨有及絕對酌情權提名購買該資助出售房屋單位;

(iii) 按照此特別條款第(d)分條簽訂的臨時買賣協議、正式買賣協議和轉讓契據均須受限於並具有承批人以其獨有及絕對酌情權要求或授權的條款和條件(包括繳付任何承批人決定的費用),及須受限於此特別條款包含的條款和條件;及

(iv) 須遵守和符合所有承批人以其獨有及絕對酌情權施加的所有要求、條款和條件(包括繳付行政費用(如需要))。

倘若資助出售房屋業主於首份轉讓契據的日期起計五年期間屆滿前簽訂臨時買賣協議,則臨時買賣協議、正式買賣協議和轉讓契據中所訂立的售價不得高於買入價。

(e) 於期間屆滿後,

(i) 資助出售房屋業主可出售、轉讓、讓與、轉易、按揭、押記、批租、出租、放棄管有或以其認為適合的其他方式處置其資助出售房屋單位,惟前提是須向政府繳付補價(由承批人代政府收取)及向承批人繳付其可能要求有關釐定補價的行政費;

(ii) 資助出售房屋業主(如被要求時)須自費向承批人提交由承批人不時決定之估價師名單中選擇之估價師就其資助出售房屋單位的估價報告,惟該估價報告僅供承批人作參考且並不可以任何方式約束承批人釐定補價;

(iii) 房屋局局長可以其獨有及絕對酌情權接受承批人所提交之釐定補價或自行決定補價,其對資助出售房屋業主須繳付之補價的決定為最終及最後定論;及

(iv) 即使此特別條款第(e)(i)分條另有規定,在向政府繳付補價前(由承批人代政府收取)資助出售房屋業主可就其資助出售房屋單位簽訂正式買賣協議,惟前提是該協議的條件須規定於轉讓資助出售房屋單位前資助出售房屋業主須向政府繳付補價(由承批人代政府收取)。

(f) 受限於承批人事先書面批准並已遵照承批人施加的一切條款(包括但不限於繳付行政費(如被要求時))與房屋局局長不時發出的指引之情況下,資助出售房屋業主可毋須事先向政府繳付補價(由承批人代政府收取),將其資助出售房屋單位或其中的任何權益轉讓予由承批人以其獨有及絕對酌情權以書面批准的該名或該等人士,或就此目的簽訂任何協議。

(g) (i) 受限於承批人事先書面批准並已遵照承批人施加的一切條款(包括但不限於此特別條款第(g)(ii)分條所指的條件)與房屋局局長不時發出有關該建議轉移或轉讓資助出售房屋單位的指引之情況下,資助出售房屋業主可轉讓其資助出售房屋單位或其部分或其中的權益予其父母、配偶、前配偶、子女或兄弟姊妹(但須就該關係提供令人信納的文件證據),或若資助出售房屋業主已逝世,則其遺囑執行人或遺產管理人可轉讓其資助出售房屋單位或其部分或其中的權益予已逝世之資助出售房屋業主的遺產受益人(但須就該受益人之權利提供令人信納的文件證據),而毋須事先向政府繳付補價(由承批人代政府收取),惟承批人可以其獨有和絕對酌情權(但受限於房屋局局長不時發出的指引)決定是否批准或否決有關的申請而毋須提供任何理由。

(ii) 此特別條款第(g)(i)分條所指的條件如下:

(I) 轉讓予資助出售房屋業主之父母、配偶、前配偶、子女或兄弟姊妹或該已逝世之資助出售房屋業主的遺產受益人(下稱**「受讓人」**)的轉讓契據須採用承批人批准的格式並須具有承批人要求的條文;

(II) 資助出售房屋單位或其任何部分,或其中的任何權益,或附於該地段的不分割份數將被視作在資助出售房屋單位由承批人以首份轉讓契據轉讓予資助出售房屋業主當日轉讓予受讓人,且此特別條款第(b)至(g)分條將適用於受讓人;及

(III) 資助出售房屋業主(或其遺產)及受讓人須承擔所有有關該轉讓的費用,包括承批人批核轉讓契據的費用及開支及承批人批核此特別條款第(g)(ii)(I)分條所述轉讓契據的格式所產生的法律費用。

(h) 當資助出售房屋業主向政府繳付補價(由承批人代政府收取)時,此特別條款第(b)、(c)、(d)、(e)、(f)及(g)分條將無效並不再影響其資助出售房屋單位。

(i) 即使此特別條款第(d)、(f)及(g)分條另有相反規定,承批人根據此特別條款給予或作出任何批准、核證或提名或行使任何酌情權,將受限於房屋局局長不時施加的條款及條件(如有)。」

21. 收回土地

特別條款第(34)條

「如為改善香港或其他公共目的所需(香港行政長官就此的決定為定論),政府在向承批人發出十二個曆月及有關下述要求的書面通知後有權收回、重新進入及重新管有該地段或其任何部分;當行使此權力時承批人於該被收回的土地之批租期將停止、終止及無效,承批人須於通知期屆滿後離開及交回該被收回的土地及其上的建築物之管有權。當行使此收回權力時政府僅須向承批人繳付以下賠償:

(a) 就該被收回的土地-署長認為承批人合理地為上述土地的平整工程而支出之金額總和的五十分之一,乘以收回土地日期時該批租期未完的完整年期數目;

(b) 就該被收回的土地上合法興建的任何一幢或多幢建築物或其部分-署長須就該收回土地上之建築物或其部分之公平及客觀地估值以核證該收回土地上之一幢或多幢建築物或其部分於收回日期時之市值,但假設經濟效用期及一幢或多幢建築物或其部分之價值於不早於批租期屆滿前已完全消耗,惟在所有情況下的前提是:

(i) 倘若政府已在財政上承擔興建、增建或改善一幢或多幢建築物或其部分之100%的費用,則就有關上述收回之一幢或多幢建築物或其部分之興建、增建或改善(視乎情況而定)毋須支付任何賠償,

(ii) 受限於上述第(i)分條,倘若政府已在財政上承擔興建、增建或改善一幢或多幢建築物或其部分少於100%的費用,則一筆有關興建、增建或改善一幢或多幢建築物之金額須由經上述第(b)分條核證的金額中扣除,該金額須按以下所列公式計算:

$$S = \frac{(X)}{X+Y} \times Z$$

其中 S = 須由經上述第(b)分條核證的金額中扣除的金額

X = 政府已在財政上承擔收回之一幢或多幢建築物或其部分之興建、增建或改善的費用

Y = 署長認為承批人在關鍵時刻合理地為收回之一幢或多幢建築物或其部分之興建、增建或改善而支出的金額

Z = 經上述第(b)分條核證的金額。」

22. 停車及上落客貨要求

特別條款第(38)條

「(a)(i) 該地段內須提供停車位，供根據道路交通條例獲發牌的汽車停泊之用，以使運輸署署長（下稱**「運輸署署長」**）滿意，而停車位之比率以每31個公共租住房屋單位（甲類）或其部分提供一個停車位（根據此第(a)(i)分條提供之停車位（可根據特別條款第(63)條變更）下稱**「公共租住房屋（甲類）住宅停車位」**）。就此等條款而言，「汽車」根據道路交通條例定義。

(ii) 該地段內須提供停車位，供根據道路交通條例獲發牌的汽車停泊之用，以使運輸署署長滿意，而停車位之比率以每31個公共租住房屋單位（乙類）或其部分提供一個停車位（根據此第(a)(ii)分條提供之停車位（可根據特別條款第(63)條變更）下稱**「公共租住房屋（乙類）住宅停車位」**）。

(iii) 就計算根據此特別條款第(a)(i)及(a)(ii)分條之「公共租住房屋（甲類）住宅停車位」）及「公共租住房屋（乙類）住宅停車位」）分別之數目而言，將不計算僅容納一至兩人之公共租住房屋單位（甲類）及（視乎情況）公共租住房屋單位（乙類），運輸署署長就何謂僅容納一至兩人之公共租住房屋單位（甲類）及（視乎情況）公共租住房屋單位（乙類）的決定為最終決定並對承批人有約束力。

(b)(i) 該地段內須提供停車位，供根據道路交通條例獲發牌的汽車停泊之用，以使運輸署署長滿意，而停車位之比率以資助出售房屋單位之相應大小作指標計算，並於下表列出：

每個資助出售房屋單位的樓面面積大小	根據特別條款第(b)(i)分條將提供的住宅停車位數目
少於40平方米	每22個資助出售房屋單位或其部分提供一個停車位
不少於40平方米但少於70平方米	每12個資助出售房屋單位或其部分提供一個停車位
不少於70平方米但少於100平方米	每4個資助出售房屋單位或其部分提供一個停車位

根據此第(b)(i)分條提供之停車位（可根據特別條款第(63)條變更）下稱**「資助出售房屋住宅停車位」**。

(ii) 就此特別條款第(b)(i)分條而言，將提供的資助出售房屋住宅停車位總數須等於此特別條款第(b)(i)分條之表格中列明的每個資助出售房屋單位的總樓面面積相應大小作指標計算之資助出售房屋住宅停車位相應數目的總和，另外就此等條款而言，「每個資助出售房屋單位的總樓面面積大小」一詞指以下(I)及(II)之和：

(I) 由該資助出售房屋單位的住客所獨家使用及享用之資助出售房屋單位總樓面面積，該面積須從該資助出售房屋圍封牆或護牆的外圍開始量度（除非該圍封牆分隔兩個相連單位，在該情況下則須從該圍封牆的中間開始量度），並須包括該資助出售房屋單位內的內部間隔及支柱，但為免生疑問，須排除該單位內所有於特別條款第(10)(c)條中規定不得納入總樓面面積計算之樓面面積；及

(II) 按比例計入有關資助出售房屋單位的資助出售房屋住宅公用地方（於下文定義）的總樓面面積，在計算時，住宅公用地方（指位於資助出售房屋單位圍封牆外予資助出售房屋單位的住客所共同使用及享用的住宅公用地方，但為免生疑問，不包括所有於特別條款第(10)(c)條中規定不得納入總樓面面積的計算之樓面面積）（該住宅公用地方下稱**「資助出售房屋住宅公用地方」**）的整體總樓面面積將按下列公式按比例計入資助出售房屋單位：

$$\text{資助出售房屋住宅公用地方整體總樓面面積} \times \frac{\text{有關資助出售房屋單位根據此特別條款第(b)(ii)(I)分條計算的總樓面面積}}{\text{所有資助出售房屋單位根據此特別條款第(b)(ii)(I)分條計算的整體總樓面面積}}$$

(iii) 該地段內須提供額外停車位（根據此第(b)(iii)分條提供的停車位（可根據特別條款第(63)條變更））（下稱**「訪客停車位」**），供根據道路交通條例獲發牌的汽車停泊之用，以使署長滿意，而停車位之比率以該地段上已建或擬建之任何住宅單位大廈提供之資助出售房屋單位之數目作指標計算，並於下表列出：

每幢大廈資助出售房屋單位之數目	每幢大廈訪客停車位之數目
30或以下	1
31至45	2
46至60	3
61至75	4
75以上	5

(iv) 公共租住房屋（甲類）住宅停車位、公共租住房屋（乙類）住宅停車位、資助出售房屋住宅停車位及訪客停車位不得用作此特別條款第(a)(i)、(a)(ii)、(b)(i)及(b)(iii)分條分別規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(c)(i) 該地段內須按以下比率提供停車位，供根據道路交通條例獲發牌的汽車停泊之用，以使運輸署署長滿意：每200平方米於該地段上已建或擬建之一幢或多幢作非工業用途（不包括貨倉、酒店、加油站及私人住宅）的建築物（不包括根據特別條款第(12)條所指的政府樓宇）之總樓面面積或其部分提供一個停車位。根據此第(c)(i)分條提供之停車位（可根據特別條款第(63)條變更）下稱**「非工業用停車位」**。

(ii) 就計算此特別條款第(c)(i)分條所提供的非工業用停車位之數目而言，不包括任何供停泊及上落客貨用途的樓面面積。

(iii) 非工業用停車位不得用作此特別條款第(c)(i)分條規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(d)(i) 在公共租住房屋（甲類）住宅停車位、公共租住房屋（乙類）住宅停車位、資助出售房屋住宅停車位、訪客停車位及非工業用停車位中，承批人須依照建築事務監督的要求及批准保留及指定停車位數目，供傷殘人士停泊汽車（該等保留及指定之停車位下稱**「傷殘人士停車位」**）。就此等條款而言，「傷殘人士」根據道路交通條例定義，及「建築事務監督」根據《建築物條例》、其任何附屬規例及任何修訂法例定義。

(ii) 傷殘人士停車位不得用作供傷殘人士停泊根據道路交通條例獲發牌的汽車以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(e)(i) 該地段內須提供停車位，供根據道路交通條例獲發牌的電單車停泊之用，以使運輸署署長滿意，而停車位之比率以每110個公共租住房屋單位（甲類）或其部分提供一個停車位（根據此第(e)(i)分條提供之停車位（可根據特別條款第(63)條變更）下稱**「公共租住房屋（甲類）住宅電單車停車位」**）。就此等條款而言，「電單車」根據道路交通條例定義。

(ii) 該地段內須提供停車位，供根據道路交通條例獲發牌的電單車停泊之用，以使運輸署署長滿意，而停車位之比率以每110個公共租住房屋單位（乙類）或其部分提供一個停車位（根據此第(e)(ii)分條提供之停車位（可根據特別條款第(63)條變更）下稱**「公共租住房屋（乙類）住宅電單車停車位」**）。

(iii) 公共租住房屋（甲類）住宅電單車停車位及公共租住房屋（乙類）住宅電單車停車位不得用作此特別條款第(e)(i)及(e)(ii)分條分別列出的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(f)(i) 該地段內須提供停車位，供根據道路交通條例獲發牌的電單車停泊之用，以使運輸署署長滿意，而停車位之比率以每100個資助出售房屋住宅單位或其部分提供一個停車位（根據此第(f)(i)分條提供之停車位（可根據特別條款第(63)條變更）下稱**「資助出售房屋住宅電單車停車位」**）。

(ii) 資助出售房屋住宅電單車停車位不得用作此特別條款第(f)(i)分條列出的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(g)(i) 該地段內須提供停車位，供根據道路交通條例獲發牌的電單車停泊之用，以使運輸署署長滿意，而停車位之比率為非工業用停車位總數之百分之十（根據此第(g)(i)分條提供之停車位（可根據特別條款第(63)條變更）下稱**「非工業用電單車停車位」**）。若非工業用電單車停車位數目為小數，則須將其上調至下一個整數。

(ii) 非工業用電單車停車位不得用作此特別條款第(g)(i)分條列出的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(h) (i) 該地段內須提供停車位，供根據道路交通條例獲發牌的輕型貨車停泊之用，以使運輸署署長滿意，而停車位之比率以每200個公共租住房屋單位（甲類）或其部分提供一個停車位（根據此第(h)(i)分條提供之停車位（可根據特別條款第(63)條變更）下稱**「公共租住房屋（甲類）輕型貨車停車位」**）。就此等條款而言，「輕型貨車」根據道路交通條例定義。

(ii) 該地段內須提供停車位，供根據道路交通條例獲發牌的輕型貨車停泊之用，以使運輸署署長滿意，而停車位之比率以每200個公共租住房屋單位（乙類）或其部分提供一個停車位（根據此第(h)(ii)分條提供之停車位（可根據特別條款第(63)條變更）下稱**「公共租住房屋（乙類）輕型貨車停車位」**）。

(iii) 公共租住房屋（甲類）輕型貨車停車位及公共租住房屋（乙類）輕型貨車停車位不得用作此特別條款第(h)(i)及(h)(ii)分條分別列出的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(i) (i) 除傷殘人士停車位外，每個公共租住房屋（甲類）住宅停車位、公共租住房屋（乙類）住宅停車位、資助出售房屋住宅停車位、訪客停車位及非工業用停車位須闊2.5米及長5.0米，並有最少2.4米淨空高度。

(ii) 每個傷殘人士停車位的尺寸須如建築事務監督要求及批准。

(iii) 每個公共租住房屋（甲類）住宅電單車停車位、公共租住房屋（乙類）住宅電單車停車位、資助出售房屋住宅電單車停車位及非工業用電單車停車位須闊1.0米及長2.4米，並有最少2.4米淨空高度。

(iv) 每個公共租住房屋（甲類）輕型貨車停車位及公共租住房屋（乙類）輕型貨車停車位須闊3.5米及長7.0米，並有最少3.6米淨空高度。」

特別條款第(39)條

「(a) 該地段內須以下列比率提供停車位供上落客貨車輛之用並使運輸署署長滿意：

(i) 每幢公共租住房屋單位（甲類）大廈提供一個上落客貨停車位，而該上落客貨停車位須毗鄰或位於每幢提供公共租住房屋單位（甲類）的大廈之內；

(ii) 每幢公共租住房屋單位（乙類）大廈提供一個上落客貨停車位，而該上落客貨停車位須毗鄰或位於每幢提供公共租住房屋單位（乙類）的大廈之內；

(iii) 每800個資助出售房屋單位或其部分提供一個上落客貨停車位，惟每幢資助出售房屋單位大廈須提供最少一個上落客貨停車位；及

(iv) 在該地段上已建或擬建之一幢或多幢建築物用作非工業用途（不包括貨倉、酒店、加油站及私人住宅用途以外）之每800平方米總樓面面積或其部分（不包括根據特別條款第(12)條所指的政府樓宇）提供一個上落客貨停車位。

就此等條款而言，「貨車」根據道路交通條例定義。

(b) 每個根據此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條提供之停車位（可分別根據特別條款第(63)條變更）須闊3.5米及長11.0米，並有最少4.7米淨空高度。該等停車位不得用作與上述特別條款分條分別所指的一幢或多幢建築物建築物有關的貨車作上落客貨用途以外的任何其他用途。」

特別條款第(43)條

「即使特別條款第(41)及(42)條另有規定，訪客停車位、傷殘人士停車位及該地段內根據特別條款第(39)(a)(i)、(39)(a)(ii)、(39)(a)(iii)及(39)(a)(iv)條（可分別根據特別條款第(63)條變更）及特別條款第(62)條提供的停車位須被指定為並構成公用地方的一部分。」

特別條款第(44)條

「(a) 承批人須自費將經運輸署署長批准並顯示所有根據特別條款第(12)(a)(ix)、(12)(a)(x)、(12)(a)(xi)、(12)(a)(xii)、(12)(a)(xiii)、(12)(a)(xiv)、(38)及(39)條（可分別根據特別條款第(63)條變更）及特別條款第(62)條提供的停車位、上落客貨停車位及路旁停車處，及根據特別條款第(57)條於該地段內被指定需提供泊車位資訊的停車位之布局的圖則，或由認可人士（按《建築物條例》、其任何附屬規例及任何修訂法例定義）核證的該圖則複本（下稱**「停車場布局圖」**）送交予署長存放並向運輸署署長提交。未得運輸署署長事先書面批准，不得修改、變更、改動、修訂或替代停車場布局圖。

(b) 於停車場布局圖內顯示的停車位、上落客貨停車位及路旁停車處不得用作於特別條款第(12)(a)(ix)、(12)(a)(x)、(12)(a)(xi)、(12)(a)(xii)、(12)(a)(xiii)、(12)(a)(xiv)、(38)、(39)及(62)條分別列明的用途以外的任何其他用途。承批人須根據停車場布局圖保養於停車場布局圖上顯示之所有停車位、上落客貨停車位、路旁停車處及其他空間，包括但不限於升降機、樓梯平台及機動及流通區。

(c) 除了停車場布局圖顯示的停車位外，該地段或其上之任何建築物或構築物之任何部分不得作特別條款第(12)(a)(ix)、(12)(a)(x)、(12)(a)(xi)、(12)(a)(xii)、(12)(a)(xiii)、(12)(a)(xiv)、(38)、(39)及(62)條分別列明之供汽車及單車停泊及上落客貨用途以外的任何其他用途。

(d) 任何影響該地段或其任何部分或任何在其上已建或擬建的建築物或其部分的交易均不得在根據此特別條款第(a)分條送交存放及提交停車場布局圖之前進行（分別根據特別條款第(18)及(20)條之政府樓宇轉讓及交付政府樓宇之空置管有權，及根據特別條款第(30)(b)、(30)(c)及(30)(d)條之租賃協議或租約或有關該等租賃協議或租約之協議或其他署長可能批准的交易除外）。

(e) 承批人現：

(i) 同意運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士以其獨有及絕對酌情權查閱、使用、複印及修訂停車場布局圖，及同意運輸署署長或署長以其獨有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）披露及傳布停車場布局圖予任何政府部門或第三方（不論個人、商號、法人團體、公眾人士或其他組織）作搜索、查閱、複印、列印、傳布、利用、分析、研究停車場布局圖或將停車場布局圖作其他用途，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、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士行使其獨有及絕對酌情權及有權決定是否行使此特別條款第(e)(i)分條所賦予之權利查閱、使用、複印、修訂、披露或傳布停車場布局圖。

(f) 就此特別條款第(e)分條而言，承批人須促致或達至促致停車場布局圖的知識產權擁有人同意運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士查閱、使用、複印、修訂、披露及傳布停車場布局圖，及同意任何政府部門或第三方搜索、查閱、複印、列印、傳布、利用、分析、研究停車場布局圖或將停車場布局圖作其他用途。

(g) 承批人現接受及確認根據此特別條款第(e)及(f)分條給予的同意將在此協定的整個批租期屆滿或提前終止後繼續有效並對承批人有約束力。

(h) 對於履行或未能履行承批人在此特別條款第(a)、(b)、(c)、(d)及(f)分條之任何責任；對於停車場布局圖之任何遺漏或錯誤；對於運輸署署長、署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士在行使此特別條款第(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此特別條款第(e)(i)分條就停車場布局圖進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府毋須就因此而不論直接或間接所引起、與之有關或引致而對承批人或任何其他人士造成或蒙受的任何損失、損害、滋擾或侵擾（不論任何或如何引致）承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。

(i) 對於履行或未能履行承批人在此特別條款第(a)、(b)、(c)、(d)及(f)分條之任何責任；對於停車場布局圖之任何遺漏或錯誤，承批人須就因此而不論直接或間接所引起、與之有關或引致的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。」

特別條款第(62)條

「(a) (i) 該地段內須提供停車位，供單車停泊之用，以使運輸署署長滿意，而停車位之比率以每15個其每個私人住宅單位總樓面面積少於70平方米大小之公共租住房屋單位（甲類）或其部分提供一個停車位。

(ii) 該地段內須提供停車位，供單車停泊之用，以使運輸署署長滿意，而停車位之比率以每15個其每個私人住宅單位總樓面面積少於70平方米大小之公共租住房屋單位（乙類）或其部分提供一個停車位。

(b) 該地段內須提供停車位，供單車停泊之用，以使運輸署署長滿意，而停車位之比率以每15個其每個私人住宅單位總樓面面積少於70平方米大小之資助出售房屋單位或其部分提供一個停車位。

就此等條款而言，「單車」根據道路交通條例定義。根據此特別條款提供的停車位不得用作停泊單車以外的任何其他用途。每個根據此特別條款提供之停車位的尺寸須如運輸署署長書面批准。」

特別條款第(63)條

「(a) 即使特別條款第(38)(a)(i)、(38)(a)(ii)、(38)(b)(i)、(38)(b)(iii)、(38)(c)(i)、(38)(e)(i)、(38)(e)(ii)、(38)(f)(i)、(38)(g)(i)、(38)(h)(i)、(38)(h)(ii)及(39)(a)條另有規定，承批人可增加或減少按上述各條特別條款分別要求提供的停車位數目不多於5個百分點，惟如此增加或減少的停車位總數不得多於50個。

(b) 除此特別條款第(a)分條以外，承批人可增加或減少公共租住房屋（甲類）住宅停車位、公共租住房屋（乙類）住宅停車位、資助出售房屋住宅停車位、訪客停車位、非工業用停車位、公共租住房屋（甲類）住宅電單車停車位、公共租住房屋（乙類）住宅電單車停車位、資助出售房屋住宅電單車停車位、非工業用電單

車停車位、公共租住房屋(甲類)輕型貨車停車位、公共租住房屋(乙類)輕型貨車停車位及根據特別條款第(39)(a)條所提供的上落客貨停車位之分別數目不多於5個百分點，惟毋須考慮此特別條款第(a)分條所計算的停車位。

(c) 即使特別條款第(38)(a)(i)、(38)(a)(ii)、(38)(b)(i)、(38)(b)(iii)、(38)(c)(i)、(38)(e)(i)、(38)(e)(ii)、(38)(f)(i)、(38)(g)(i)、(38)(h)(i)、(38)(h)(ii)及(38)(i)條、特別條款第(39)及(62)條、及此特別條款第(a)及(b)分條另有規定，承批人可按運輸署署長書面批准增加或減少按上述各條特別條款或分條分別要求提供的停車位數目及尺寸。該等增加或減少受限於署長事先書面批准，署長可以其獨有及絕對酌情權於其認為合適的條款及條件下批准該等增加或減少，包括承批人須支付由署長決定的任何補地價及行政費用。」

特別條款第(64)條

「(a) 承批人須在此協定的整個批租期內所有時間准許運輸署署長、政府、其人員、承辦商、代理人、工人和任何獲以上人士授權之其他人士，不論是否備有工具、設備、機械、機器或汽車，有權免費、自由及不受限制進入、離開及再進入該地段或其任何部分及任何在該地段上已建或擬建之建築物以視察、檢查或確保承批人未有違反或未有不能符合特別條款第(38)、(39)、(62)及(63)條。

(b) 政府毋須就因運輸署署長、政府、其人員、承辦商、代理人、工人或獲以上人士授權之任何其他人士行使此特別條款第(a)分條賦予的權利，而不論直接或間接所引起、與之有關或引致而對承批人或任何其他人士造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。

(c) 承批人須就運輸署署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士行使此特別條款第(a)分條賦予的權利，而不論直接或間接所引起、與之有關或引致的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府作出彌償及使其獲得彌償。」

23. 公眾停車場

特別條款第(61)(a)至(g)、(i)至(n)條

「(a) 除根據特別條款第(12)(a)、(38)及(39)條(可分別根據特別條款第(63)條變更)要求提供停車位與上落客貨停車位外，承批人須於2026年6月30日或其他署長可能批准的日期或之前自費根據此等條款及此特別條款第(b)分條所指及獲批准的公眾停車場布局圖於該地段內搭建、興建、提供及保養公眾停車場(下稱「**公眾停車場**」)並使運輸署署長在各方面滿意。承批人須於公眾停車場內提供：

(i) 26個停車位，供根據道路交通條例獲發牌的汽車停泊之用，而每個據此提供的停車位須闊2.5米及長5.0米，並有最少2.4米淨空高度。惟在根據此特別條款第(a)(i)分條提供的停車位中，承批人須依照建築事務監督的要求或批准保留及指定停車位數目，供傷殘人士停泊根據道路交通條例獲發牌之汽車，惟最少一個停車位須從此特別條款第(a)(i)分條提供的停車位中保留及指定，而每個保留及指定之停車位的尺寸須如建築事務監督要求或批准；

(ii) 5個停車位，供根據道路交通條例獲發牌的中型貨車或重型貨車停泊之用，而每個據此提供的停車位須闊3.5米及長11.0米，並有最少4.7米淨空高度。就此等條款而言，「中型貨車」及「重型貨車」根據道路交通條例定義；及

(iii) 兩個停車位，供根據獲發牌的電單車停泊之用，而每個據此提供的停車位須闊1.0米及長2.4米，並有最少2.4米淨空高度。

(b) 承批人須於於2025年2月27日或其他運輸署署長可能批准的日期或之前向運輸署署長提交或達致提交公眾停車場布局圖以供其書面批准，公眾停車場布局圖須標明停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區域及任何其他運輸署署長要求的範圍及空間之布局(下稱「**公眾停車場布局圖**」)。須根據此特別條款第(b)分條獲運輸署署長批准之公眾停車場布局圖而提供及布局停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區域及任何其他運輸署署長要求的範圍及空間，使運輸署署長在各方面滿意。承批人須根據此特別條款第(b)分條獲運輸署署長批准之公眾停車場布局圖維持停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區及任何其他範圍及空間，未得運輸署署長事先書面同意，不得改動獲批准公眾停車場布局圖。

(c) 除經運輸署署長書面批准之車輛進出通道外，不得使用或經由任何車輛進出通道進出公眾停車場之泊車樓層。

(d) 公眾停車場內提供之每個停車位均須直接面向車輛通道或有充足之流通區域，致使任何汽車可經車輛通道或流通區域駛進或駛離每個停車位而不受阻礙。

(e) 公眾停車場之進出管制站、柵欄、繳費處及通道安排之位置須由運輸署署長事先書面批准。

(f) 公眾停車場布局之設計須使此特別條款第(a)分條所指的汽車進入公眾停車場時毋須於該地段外排隊或等候。

(g) 公眾停車場提供的所有停車位須於所有時間以時租、日租或月租形式，供所有公眾人士停泊汽車，惟汽車停泊連續多過一個曆月須獲運輸署署長事先書面批准。承批人須於所有時間內准許所有公眾人士自由進出及通過該地段之部分或任何在該地段上已建或擬建之一幢或多幢建築物，以進出公眾停車場或其任何部分。

(i) 公眾停車場內提供的停車位不得用作根據此特別條款第(a)(i)、(a)(ii)及(a)(iii)分條分別規定的用途以外的任何其他用途，其中特別禁止公眾停車場或其任何部分用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(j) 批地文件雙方明確同意、聲明及規定，在向承批人施加此特別條款第(g)分條下的責任時，承批人並無意圖而政府亦無同意將公眾停車場或該地段任何部分撥供公眾通行。

(k) 批地文件雙方明確同意、聲明及規定，承批人在此特別條款第(g)分條下的責任並不會導致任何有關在《建築物(規劃)規例》第22(1)條或其修訂或替代法例或其他條文下額外上蓋面積或地積比率寬免或權利的期望或申索。為免生疑問，承批人明確放棄任何及所有有關《建築物(規劃)規例》第22(1)條或其修訂或替代法例下額外上蓋面積或地積比率或其寬免或相關權利的申索。

(l) 承批人須就與承批人、其受僱人、代理人、工人或承辦商因履行承批人於此特別條款下的責任所引起或引致而作出或沒有作出的任何事情有關，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府作出彌償及使其獲得彌償。

(m) 在此協定的整個批租期內不論此等條款已獲遵從及符合之前或之後以使署長在各方面滿意，除非承批人是受限於此特別條款第(g)及(i)分條規定出租公眾停車場內的停車位，承批人不得轉讓、按揭、押記、出租、放棄管有或以其他方式處置公眾停車場或其任何部分或其中的任何權益(不論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議，惟條件是直至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出涵蓋公眾停車場內與該等出租有關的停車位之佔用許可證或臨時佔用許可證之後，承批人才可開始出租該等停車位。

(n) 承批人(就此特別條款而言，「承批人」一詞不包括承批人之受讓人)須當公眾停車場符合此特別條款第(a)分條完工(署長就此所作之決定為最終決定並對承批人有約束力)時自費開始營運公眾停車場，及其後於此協定的批租期內的所有時間，以各方面依據一切有關公眾停車場及公眾停泊汽車及現時或任何時候在香港生效的條例、附屬法例及規例，繼續運作、維持、保養、維修、處理及管理公眾停車場及其所有構成或附屬部分，以使運輸署署長滿意。」

24. 泊車位資訊系統

特別條款第(57)條

「(a) 承批人須：

(i) 自費向運輸署署長提交或達致提交一份或多份圖則以供其書面批准，該圖則或該等圖則須顯示被指定用作容納該等將會提供及安裝在該地段上任何建築物、構築物或樓面空間之內、之上或之中用以提交與以下停車位有關及有聯繫的資料之設施、裝置及設備(下稱「**設施、裝置及設備**」)的範圍或空間的位置和尺寸(以下統稱「**泊車位資訊系統範圍**」)，該圖則或該等圖則須載有運輸署署長以其獨有及絕對酌情權要求或指定的該等資料：

(I) 根據特別條款第(38)(c)、(38)(g)及(39)(a)(i)至(iv)條(可分別根據特別條款第(63)條變更)提供的停車位；

(II) 倘若於該地段內提供或擬提供之停車位數目不少於10個，根據特別條款第(38)(b)(iii)條(可根據特別條款第(63)條變更)提供之停車位；

(III) 根據特別條款第(61)(a)(i)至(iii)條於公眾停車場供汽車停泊之停車位

包括但不限於根據此特別條款第(b)分條而須提供的空置汽車停車位的數目和種類的資料(以下統稱「**泊車位資訊**」)。在該地段內不得展開任何建築工程(地盤平整工程除外)，直至獲得該等批准為止。就此特別條款而言，「建築工程」及「地盤平整工程」根據《建築物條例》、其任何附屬規例及任何修訂法例定義；

(ii) 須於2026年6月30日或其他署長可能批准的日期或之前，承批人自費以運輸署署長在各方面滿意的方式根據此特別條款第(a)(i)分條獲批准的該圖則或該等圖則進行及完成泊車位資訊系統範圍的工程，且承批人自費提供及安裝設施、裝置及設備，及其後須在此協定的整個批租期內所有時間自費保養泊車位資訊系統範圍與設施、裝置及設備以保持其修繕妥當及良好狀態，以履行承批人在此特別條款第(b)分條下的責任，及以使運輸署署長在各方面滿意；及

(iii) 在此協定的整個批租期內所有合理時間准許運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士，不論是否備有工具、設備、機械、機器或汽車，有權免費、自由及不受限制進入、離開及再進入該地段或其任何部分及任何在該地段上已建或擬建之建築物以視察、檢查及監督為履行此特別條款第(a)(ii)分條而進行的任何工程。

(b) 承批人須從由運輸署署長決定並以書面指定的日期開始（運輸署署長為此的決定為最終決定並對承批人有約束力）及其後在此協定的整個批租期內所有時間，以運輸署署長不時要求或書面指明之格式及時間及間距（運輸署署長為此的決定為最終決定並對承批人有約束力）自費向運輸署署長提交或達至提交泊車位資訊，以使運輸署署長在各方面滿意。

(c) 承批人現：

(i) 同意運輸署署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士以其獨有及絕對酌情權處理、使用及複印泊車位資訊及同意運輸署署長以其獨有及絕對酌情權認為恰當之格式及途徑披露及傳布泊車位資訊（不論是原始或經處理）至任何政府部門或第三方（不論個人、商號、法人團體、公眾人士或其他組織）供政府部門或第三方作搜索、查閱、複印、列印、傳布、利用、分析、研究泊車位資訊或將泊車位資訊作其他用途。

(ii) 接受及確認運輸署署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士行使其獨有及絕對酌情權及有權決定是否行使此特別條款第(c)(i)分條所賦予之權利處理、使用或複印泊車位資訊或以任何格式及以任何途徑披露及傳布泊車位資訊（不論是原始或經處理）至任何政府部門或第三方。

(d) 對於履行或未能履行承批人在此特別條款第(a)及(b)分條之任何責任；泊車位資訊之任何遺漏或錯誤；對於根據此特別條款第(b)分條承批人與提交泊車位資訊有關的任何遺漏、錯誤、疏忽或失責；對於運輸署署長、署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士在行使此特別條款第(a)(iii)及(c)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此特別條款第(c)分條就泊車位資訊進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府毋須就因此而不論直接或間接所引起、與之有關或引致而對承批人或任何其他人士造成或蒙受的任何損失、損害、滋擾或侵擾（不論任何或如何引致）承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。

(e) 對於履行或未能履行承批人在此特別條款第(a)及(b)分條之任何責任；泊車位資訊之任何遺漏或錯誤；對於根據此特別條款第(b)分條承批人與提交泊車位資訊有關的任何遺漏、錯誤、疏忽或失責；對於運輸署署長、署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士在行使此特別條款第(a)(iii)分條所賦予的酌情權與權利，承批人須就因此而不論直接或間接所引起、與之有關或引致的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。

(f) 泊車位資訊系統範圍須被指定為並構成公用地方的一部分。」

25. 資助出售房屋住宅停車位及資助出售房屋住宅電單車停車位的轉讓限制

特別條款第(30)(d)條

「(d)即使此等條款條文另有規定，承批人可出租特別條款第(38)(b)(i)條所指的任何資助出售房屋住宅停車位，及特別條款第(38)(f)(i)條所指的任何資助出售房屋住宅電單車停車位（可分別根據特別條款第(63)條變更），惟該租賃或批租須符合特別條款第(41)(a)(ii)條及以下條款及條件：

(i) 直至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出涵蓋與該租賃或批租有關之建築物或其部分之佔用許可證或臨時佔用許可證（以較早者為準）之後，才可開始進行任何租賃或批租；

(ii) 租約或批租或租賃協議或租契協議容許之用途須符合此等條款；及

(iii) 租約或批租或租賃協議或租契協議之條款及條件不得違反此等條款。」

特別條款第(41)條

「(a)在此協定的整個批租期內，不論在已符合此等條款以使署長滿意之前或之後，資助出售房屋住宅停車位及資助出售房屋住宅電單車停車位不得：

(i) 轉讓，除非

(I) 連同賦予就該地段上之一個或多個資助出售房屋住宅單位的獨家使用及管有權的不分割份數一併轉讓；或

(II) 予一名已擁有賦予就該地段上之一個或多個資助出售房屋住宅單位的獨家使用及管有權的不分割份數的人士；或

(ii) 出租，除非租予該地段上符合特別條款第(30)(d)條之資助出售房屋住宅單位的住客。

惟在任何情況下，不得把超過一個資助出售房屋住宅停車位及超過一個資助出售房屋住宅電單車停車位轉讓予該地段上已建或擬建之一幢或多幢建築物之任何一個資助出售房屋住宅單位的業主或出租予該地段上已建或擬建之一幢或多幢建築物之任何一個資助出售房屋住宅單位的住客。

(b) 此特別條款第(a)分條不適用於傷殘人士停車位。」

26. 削土工程

特別條款第(46)(a)、(c)及(d)條

「(a)如該地段或任何政府土地內現時或以往曾經進行過任何削土、移土或土地後移工程、或堆積或堆填或任何類型的斜坡處理工程，不論是否獲署長事先書面同意，而該等工程是為了或關乎該地段或其任何部分的形成、平整或發展的目的或承批人按此等條款而須要完成的工程的目的或其他任何的目的，承批人須自費進行及建造該等斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程，以保護和支撐該地段內的土地及任何毗鄰或毗連的政府土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。承批人應時刻在此協定的整個批租期內自費保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、排水或附屬或其他工程，以保持其修繕妥當及良好狀態，以使署長滿意。

(c) 若承批人進行的形成、平整、發展或其他工程或其他因素導致該地段或任何毗鄰或毗連政府或已批租土地發生任何滑土、山泥傾瀉或地陷，承批人須自費將其還原及修復以使署長滿意，並須就因此等滑土、山泥傾瀉或地陷，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。

(d) 除此等條款內訂明有關違反此等條款而賦予的任何權利或補償外，署長有權以書面通知要求承批人進行、建造及保養上述土地、斜坡處理工程、護土牆或其他支撐物、防護、及排水或附屬或其他工程或要求將發生滑土、山泥傾瀉或地陷之處還原及修復。如承批人忽略或未能於指明時間內履行該通知內的要求，署長可立即執行及進行所需的工程，而承批人須在收到通知後按要求向政府償還相關費用，以及任何行政和專業費用和支出。」

27. 保養地錨

特別條款第(48)條

「如該地段或其任何部分在開發或重建時已安裝預應力地錨，承批人須在該預應力地錨的整個使用周期自費進行定期維修和定期監察，以使署長滿意。承批人並須按署長不時絕對酌情的要求下，提供所有監察工程的報告及資料。如承批人忽略或未能執行指定的監察工程，署長可立即執行及進行該監察工程，而承批人須按要求向政府償還有關費用。」

28. 廢土或泥頭碎礫

特別條款第(49)條

「(a)若有來自該地段或任何受該處發展工程影響的其他地方之泥土、廢土、泥頭碎礫、建築廢物或建造物料（下稱**「廢物」**）堆積、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘、海床、污水渠、雨水渠或明渠或其他政府產業（下稱**「政府產業」**），承批人須自費將廢物從政府產業移除，並修復任何對政府產業造成的損害。承批人須就任何因堆積、沖下或傾倒該等廢物而導致私人產業受損害或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。

(b) 即使此特別條款第(a)分條另有規定，署長可（但並非必須）在承批人要求時將廢物從政府產業移除，並修復任何對政府產業造成的損害，而承批人須按要求向政府支付有關費用。」

29. 對服務設施的損害

特別條款第(50)條

「承批人須時刻採取或達致採取一切恰當及足夠的謹慎、能力和預防措施，尤其是進行建造、保養、更新或修理工程（下稱**「建造及保養工程」**），以免損害、侵擾或阻礙該地段或其任何部分之上、上面、之下或毗鄰的任何政府或其他的現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（以下統稱**「服務設施」**）。承批人須在進行任何建造及保養工程前按需要進行或達致進行妥善勘測及查詢，以確定服務設施的現有位置及水平高度，並須向署長提交建議書述明如何處理可能受建造及保養工程影響的服務設施，以獲取署長各方面的書面批准。承批人在署長書面批准建造及保養工程及上述的建議書前，不得展開任何工程。承批人須自費符合所有署長在作出上述批准時施加的任何要求，包括任何必需的改道、重鋪或還原工程的費用。如因建造及保養工程對該地段或其任何部分或任何服務設施造成任何損害、侵擾或阻礙，承批人須自費全面地進行修理、修復及還原工程，以使署長滿意（除署長另作選擇，明渠、污水渠、雨水渠或總水管之修復工程將由署長負責，而承批人則須在政府要求時支付有關工程的費用）。如承批人未能在該地段或其任何部分或任何服務設施展開任何所需的改道、重鋪、修理、修復及還原工程致使署長滿意，署長可展開任何其認為需要之改道、重鋪、修理、修復及還原工程，而承批人則須在政府要求時支付有關工程的費用。」

30. 建造排水渠及渠道與連接排水渠及污水渠

特別條款第(51)條

「(a) 承批人須按署長認為需要時，自費以署長滿意的方式在該地段邊界範圍內或政府土地上建造和保養排水渠及渠道，以截流及輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或政府雨水渠。承批人須就因此等暴雨水或雨水造成之任何損害或滋擾，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），承批人必須承擔全責並向政府作出彌償及使其獲得彌償。

(b) 如該地段已鋪設任何排水渠及污水渠並已啟用，署長可展開工程將此等渠道接駁至政府雨水渠及污水渠，惟倘有由此引致的損失或損害，署長毋須向承批人承擔責任。承批人須按要求向政府支付此等接駁工程的費用。此外，上述工程亦可由承批人自費以署長滿意的方式進行。於該情況下，承批人須自費保養建於政府土地內的接駁工程之任何部分，並在政府要求時將其移交予政府，日後由政府自費保養，及承批人須按要求向政府支付上述接駁工程的技術審核費用。如承批人未能保養上述建於政府土地內的接駁工程之任何部分，署長可按其視為必要時，進行該等保養工程，承批人須按要求向政府支付有關工程的費用。」

31. 保護鐵路

特別條款第(52)條

「(a) 於該地段展開任何工程之前，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築工程。承批人須先諮詢由政府提名運作鐵路之一位或多位人士（被提名運作鐵路之一位或多位人士以下統稱**「沙田至中環綫營運商」**），以確保任何該等工程不會損壞、干預或危害任何鐵路工程、構築物、設施或裝置，或名為沙田至中環綫之鐵路及其任何伸延的其中一部分（下稱**「鐵路」**）之安全運作（就此而言，署長之決定為最終）。如署長要求，承批人須自費採取沙田至中環綫營運商要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置和鐵路運作安全。

(b) 承批人須遵守一切關於鐵路之條例、附例及規例。

(c) 承批人須自費遵照建築事務監督、消防處處長及其他一切有關的政府部門及法定機關對建造（包括使用的物料）、維修及保養連接鐵路或其附近的任何一幢或多幢建築物的任何部分提出的一切要求。

(d) 承批人在所有時間准許署長、沙田至中環綫營運商、九廣鐵路公司及獲其正式授權的人員、傭工及承辦商，不論是否備有工具、汽車、機器或設備，有權進入、離開及再進入該地段及任何其上已建之一幢或多幢建築物，以進行工程及進行與鐵路相關的任何勘測、視察、檢驗、保養、改善或建設。署長及獲其正式授權的人員、傭工及承辦商毋須就因行使此特別條款分條所賦予的權利所引起或附帶引起而對承批人造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，且承批人亦不得向其索償或提出反對。

(e) 倘若《香港鐵路條例》（第556章）第4條或其他條例下所授予之沙田至中環綫營運商經營鐵路或影響該地段的任何鐵路部分的專營權（包括其任何延期）屆滿時，沙田至中環綫營運商應指政府、其提名人或政府指定的第三方。」

32. 區域供冷系統支站

特別條款第(55)(a)、(d)至(h)條

「(a) 承批人須於由本協議之日期起計60個曆月內或其他機電工程署署長可能批准的日期或之前，自費設計、搭建、興建及提供：

(i) 於承批人建議並由機電工程署署長批准於該地段內的該樓層空間位置以機電工程署署長認為（其決定為最終決定並對承批人有約束力）足夠供應區域供冷服務之尺寸（根據《區域供冷服務條例》、其任何附屬規例及任何修訂法例定義）連同機電工程署署長要求或批准之電線及設施以應付該地段非住宅部分上之已建或擬建之一幢或多幢建築物的所有供冷範圍；及

(ii) 將此特別條款第(a)(i)分條所指的樓層空間接駁至位於該地段外之區域供冷系統（根據《區域供冷服務條例》、其任何附屬規例及任何修訂法例定義）之坑道、挖掘及回填該等由承批人設計及興建之坑道

並使機電工程署署長在各方面滿意，供放置及安裝供接收根據《區域供冷服務條例》、其任何附屬規例及任何修訂法例定義之區域供冷系統提供之冷凍水的區域供冷服務設備（下稱**「支站」**，為免生疑問，「支站」一詞指該等樓層空間及所有上述按此特別條款提供之電線、設施及坑道。由機電工程署發出的「區域供冷服務供冷條件」及「接駁區域供冷系統技術指引」中與支站有關之條文，包括但不限於須符合所提交之詳細支站佈局圖中列出之要求，當中所指之「用戶」及「獲准用戶」意指此特別條款下之承批人），以運作該地段非住宅部分內承批人之中央冷氣系統。及其後自費保養支站以保持其修繕妥當及良好狀態，以使機電工程署署長在各方面滿意。

(d) 倘若承批人未能履行此特別條款第(a)分條規定的責任，機電工程署署長可進行必要的工程，費用須由承批人承擔，承批人須按要求向機電工程署署長支付由機電工程署署長決定相等於該工程費用的款項，機電工程署署長的決定為最終決定並對承批人有約束力。

(e) 承批人須在此協定的整個批租期所有時間准許機電工程署署長及其人員、代理人、承辦商、工人和任何獲機電工程署署長授權之人士，不論是否備有工具、設備、機械、機器或汽車，有權自由及不受限制進入、離開及再進入該地段或其任何部分及任何在該地段上已建或擬建之一幢或多幢建築物：

(i) 以視察及檢查根據此特別條款第(a)分條須進行的任何工程；及

(ii) 以進行根據此特別條款第(d)分條之任何工程。

(f) 政府、署長、機電工程署署長、根據《區域供冷服務條例》、其任何附屬規例及任何修訂法例定義之獲授權人員（此特別條款內下稱**「獲授權人員」**）及此特別條款第(e)條下之任何其他人士毋須就因承批人履行此特別條款第(a)分條規定的責任，或進行、視察、檢查及監督此特別條款第(d)分條下之工程，或獲授權人員（不論是否得到獲授權人員認為合適之任何其人士協助）、署長、機電工程署署長及其人員、承辦商、代理人、工人及獲機電工程署署長授權之任何其他人士行使此特別條款第(e)分條賦予的權利所引起或引致而對承批人或任何其他人士造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府、署長、機電工程署署長、授權人員及根據此特別條款所述之任何其他人士索償。

(g) 承批人須就興建、維修及保養支站或與此特別條款第(d)及(e)分條有關的工程，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府、署長、機電工程署署長、其人員、代理人、承辦商、工人及獲署長或機電工程署署長授權之任何其他人士作出彌償及使其獲得彌償。

(h) 承批人確認於協議日期有現存區域供冷系統喉管及電纜管道在該地段之毗鄰經過（下稱**「喉管及電纜」**）。承批人須於所有時間就承批人、其員工、代理人、工人及承辦商對喉管及電纜作出任何拆卸或損壞或任何干預，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府、署長、機電工程署署長、其人員、代理人、承辦商、工人及獲署長或機電工程署署長授權之任何其他人士作出彌償及使其獲得彌償。」

33. 自動讀錶水錶

特別條款第(56)條

「(a) 承批人須於由本協議之日期起計60個曆月內或其他署長可能批准的日期或之前，自費以水務監督在各方面滿意的方式：

(i) 向水務總監提交或達致提交於該地段或其任何部分提供及安裝一座或多座自動讀錶（下稱**「自動讀錶」**）外站的建議書以供其書面批准，當中含有水務監督可能要求的資料和詳情，包括但不限於標示根據此特別條款第(a)(ii)分條提供及安裝之一座或多座自動讀錶外站位置之布局圖、組成一座或多座自

動讀錶外站之自動讀錶設備的編排和相關細節、及指定放置自動讀錶設備之範圍或空間；及

(ii) 提供及安裝已獲水務監督根據特別條款第(a)(i)分條批准的一座或多座自動讀錶外站(**「自動讀錶外站」**)供所有自動讀錶水錶，包括個人用戶食水水錶，及食水、沖廁水及消防設施用水之總水錶或檢測錶，以及其他水務監督可以其獨有酌情權要求或批准作不同水務供應之附加水錶，為免生疑問，包括：

(I) 必須之電纜管道及電纜；

(II) 已安裝自動讀錶設備之自動讀錶錶板；及

(III) 其他設施及相關設備。

就此第(a)(ii)分條而言，「用戶」一詞根據《水務設施條例》、其任何附屬規例及任何修訂法例定義。

(b) 未得水務監督根據此特別條款第(a)(i)分條所指的建議書批准，不得展開任何提供或安裝自動讀錶外站之工程。

(c) 承批人須在此協定的整個批租期自費以水務監督在各方面滿意的方式維持、保養、維修及管理自動讀錶外站以保持其修繕妥當及運作良好狀態，直至自動讀錶外站的管有權根據此特別條款第(g)分條交還予水務監督為止。

(d) 水務監督有權以其絕對酌情權於任何時間送達書面通知予承批人要求承批人拆卸或移除置於指定放置自動讀錶外站之範圍或空間上方、之上或之下、或堆疊在其上或其中之物件或物料，而水務監督意見認為(其意見為最終意見並對承批人有約束力)該等物件或物料可能會阻礙或干擾自動讀錶外站之放置、營運和保養。承批人於收到上述書面通知時須於上述書面通知所規定的時限內自費拆卸或移除該等物件或物料，並還原及維修該拆卸或移除工程所影響之範圍或空間，以使水務監督在各方面滿意。

(e) 倘若承批人未能履行此特別條款規定的責任，水務監督可進行必要的工程，費用須由承批人承擔，承批人須按要求向水務監督支付由水務監督決定相等於該工程費用的款項，水務監督的決定為最終決定並有約束力。

(f) 承批人須在此協定的整個批租期所有時間准許水務監督及其人員、承辦商、代理人、工人和任何獲水務監督授權之人士，不論是否備有工具、設備、機械、機器或汽車，有權自由及不受限制進入、離開及再進入該地段或其任何部分及任何在該地段上已建或擬建之一幢或多幢建築物：

(i) 以視察及檢查根據此特別條款第(a)(ii)、(c)及(d)分條須進行的任何工程；

(ii) 以進行根據此特別條款第(e)分條之任何工程；及

(iii) 在根據此特別條款第(g)分條將自動讀錶外站的管有權交還予水務監督之後，以視察、營運、保養、維修、翻新、移除、更換及重建自動讀錶外站。

(g) 承批人須按水務監督要求及於水務監督書面指明之時間內將自動讀錶外站的管有權交還予水務監督，且水務監督毋須向承授人作出任何繳款或賠償，惟水務監督並無責任於承授人要求時接管自動讀錶外站，但水務監督可以其絕對酌情權認為合適時接管自動讀錶外站。

(h) 政府、水務監督及其人員、承辦商、代理人、工人和任何獲水務監督授權之人士毋須就因承批人履行此特別條款第(a)(ii)、(c)、(d)及(f)分條規定的責任，或進行根據此特別條款第(e)分條的工程，或政府、水務監督及其人員、承辦商、代理人、工人和任何獲水務監督授權之人士行使此特別條款第(f)分條所賦予的權利或其他權利所引起或引致而對承批人造成或蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向上述任何人士索償。

(i) 承批人須於所有時間就提供、安裝、維修、保養和管理自動讀錶外站或與此特別條款第(e)分條有關之工程，而不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府、水務監督及其人員、承辦商、代理人、工人和根據此特別條款第(h)分條獲水務監督授權之任何人士作出彌償及使其獲得彌償。

(j) 就此特別條款第(a)、(b)、(c)及(g)分條而言，「承批人」一詞不包括其承讓人。」

34. 禁止搭建或製作墳墓或骨灰龕

特別條款第(58)條

「不准在該地段搭建或製作墳墓或骨灰龕，亦不准在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。」

35. 暫定金級評定

特別條款第(59)條

「承批人須在符合特別條款第(3)條當日或之前自費獲得由香港綠色建築議會或其他獲署長批准之同等機構評定該地段上已建或擬建之一幢或多幢建築物之綠建環評為暫定金級或以上評級。」

A. Facilities that are required under the land grant to be constructed and provided for the Government, or for public use

1. Government Accommodation

(i) Relevant provisions of the land grant

Special Condition No. (12)(a)-(b)

"(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as **"the Technical Schedule"**) and the plans approved under Special Condition No. (13)(a) hereof at such locations, in such manner and designs, with such materials, to such standard as may be approved by the Director, the following accommodation:

(i) one neighbourhood elderly centre with a net operational floor area of not less than 303 square metres (hereinafter referred to as **"the Neighbourhood Elderly Centre"**);

(ii) one child care centre with a net operational floor area of not less than 488 square metres (hereinafter referred to as **"the Child Care Centre"**);

(iii) one centre for outreaching team for ethnic minorities with a net operational floor area of not less than 149.5 square metres (hereinafter referred to as **"the Centre for Outreaching Team for Ethnic Minorities"**);

(iv) one centre for integrated home care services team with a net operational floor area of not less than 160 square metres (hereinafter referred to as **"the Centre for Integrated Home Care Services Team"**);

(v) one day care centre for the elderly with a net operational floor area of not less than 358 square metres (hereinafter referred to as **"the Day Care Centre for the Elderly"**);

(vi) one special child care centre with a net operational floor area of not less than 173 square metres (hereinafter referred to as **"the Special Child Care Centre"**);

(vii) one early education and training centre with a net operational floor area of not less than 212 square metres (hereinafter referred to as **"the Early Education and Training Centre"**);

(viii) one residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459), any regulations made thereunder and any amending legislation relating to residential care homes for elderly persons which are or may at any time be in force in Hong Kong with a net operational floor area of not less than 3,032.4 square metres cum day care unit with a net operational floor area of not less than 89.5 square metres (hereinafter referred to as **"the Residential Care Home for the Elderly cum Day Care Unit"**);

(ix) one space measuring 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres for the exclusive use by the Centre for Outreaching Team for Ethnic Minorities for the parking of light goods vehicle licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation (hereinafter referred to as the **"Road Traffic Ordinance"**), in connection with the operation of the Centre for Outreaching Team for Ethnic Minorities and by their bona fide guests, visitors or invitees;

(x) one space measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Centre for Integrated Home Care Services Team for the parking of private light bus licensed under the Road Traffic Ordinance, in connection with the operation of the Centre for Integrated Home Care Services Team and by their bona fide guests, visitors or invitees;

(xi) three spaces each measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Day Care Centre for the Elderly for the parking of private light buses licensed under the Road Traffic Ordinance, in connection with the operation of the Day Care Centre for the Elderly and by their bona fide guests, visitors or invitees;

(xii) one space measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Special Child Care Centre for the parking of coach licensed under the Road Traffic Ordinance, in connection with the operation of the Special Child Care Centre and by their bona fide guests, visitors or invitees;

(xiii) two spaces each measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Residential Care Home for the Elderly cum Day Care Unit for the parking of private light buses licensed under the Road Traffic Ordinance, in connection with the operation of the Residential Care Home for the Elderly cum Day Care Unit and by their bona fide guests, visitors or invitees; and

(xiv) one lay-by measuring 3.5 metres in width and 8.0 metres in length with a minimum headroom of 3.6 metres for the exclusive and joint use by the Neighbourhood Elderly Centre, the Child Care Centre, the Centre for Outreaching Team for Ethnic Minorities, the Centre for Integrated Home Care Services Team, the Day Care Centre for the Elderly, the Special Child Care Centre, the Early Education and Training Centre and the Residential Care Home for the Elderly cum Day Care Unit for loading and unloading of goods vehicles and for the picking up and setting down of passengers from motor vehicles including taxis, ambulances and private light buses in connection with the operation of the Neighbourhood Elderly Centre, the Child Care Centre, the Centre for Outreaching Team for Ethnic Minorities, the Centre for Integrated Home Care Services Team, the Day Care Centre for the Elderly, the Special Child Care Centre, the Early Education and Training Centre and the Residential Care Home for the Elderly cum Day Care Unit and by their bona fide guests, visitors or invitees

(which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as **"the Government Accommodation"**). The Government Accommodation shall be completed and made fit for occupation and operation within 60 calendar months from the date of this Agreement.

(b) The Government hereby reserves the right to alter or vary at its absolute discretion at any time the use of the Government Accommodation or any part thereof."

Special Condition No. (18)(a)

"(a) The Grantee shall when called upon so to do by the Director assign to The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as **"F.S.I."** which expression shall if the context permits include its successors and assigns), with vacant possession, free from incumbrances, at the expense of the Grantee, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation and the Grantee shall complete the assignment of the Government Accommodation in respect of which a certificate of completion shall have been issued under Special Condition No. (17) hereof within such time or times as may be specified in writing by the Director."

Special Condition No. (20)

"The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No. (18) hereof, delivery of vacant possession of the Government Accommodation as required by the Director in respect of which a certificate of completion shall have been issued under Special Condition No. (17) hereof and the Grantee shall upon such demand deliver the same to the Government for its exclusive use and occupation upon such terms and conditions as the Director may consider appropriate."

(ii) Relevant provisions of the deed of mutual covenant

Clause 1 (Definition)

""**Government Accommodation**" means "the Government Accommodation" referred to and defined in Special Condition No. (12)(a) comprising:

(a) one neighbourhood elderly centre with a net operational floor area of not less than 303 square metres (**"the Neighbourhood Elderly Centre"**);

(b) one child care centre with a net operational floor area of not less than 488 square metres (**"the Child Care Centre"**);

(c) one centre for outreaching team for ethnic minorities with a net operational floor area of not less than 149.5 square metres (**"the Centre for Outreaching Team for Ethnic Minorities"**);

(d) one centre for integrated home care services team with a net operational floor area of not less than 160 square metres (**"the Centre for Integrated Home Care Services Team"**);

(e) one day care centre for the elderly with a net operational floor area of not less than 358 square metres (**"the Day Care Centre for the Elderly"**);

(f) one special child care centre with a net operational floor area of not less than 173 square metres (**"the Special Child Care Centre"**);

(g) one early education and training centre with a net operational floor area of not less than 212 square metres (**"the Early Education and Training Centre"**);

(h) one residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459), any regulations made thereunder and any amending legislation or such other ordinance, bye-laws and regulations relating to residential care homes for elderly persons which are or may at any time be in force in Hong Kong with a net operational floor area of not less than 3,032.4 square metres cum day care unit with a net operational floor area of not less than 89.5 square metres (**"the Residential Care Home for the Elderly cum Day Care Unit"**);

(i) one space measuring 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres for the exclusive use by the Centre for Outreaching Team for Ethnic Minorities for the parking of light goods vehicle licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, in connection with the operation of the Centre for Outreaching Team for Ethnic Minorities and by their bona fide guests, visitors or invitees;

(j) one space measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Centre for Integrated Home Care Services Team for the parking of private light bus licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, in connection with the operation of the Centre for Integrated Home Care Services Team and by their bona fide guests, visitors or invitees;

(k) three spaces each measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Day Care Centre for the Elderly for the parking of private light buses licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, in connection with the operation of the Day Care Centre for the Elderly and by their bona fide guests, visitors or invitees;

(l) one space measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Special Child Care Centre for the parking of coach licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, in connection with the operation of the Special Child Care Centre and by their bona fide guests, visitors or invitees;

(m) two spaces each measuring 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres for the exclusive use by the Residential Care Home for the Elderly cum Day Care Unit for the parking of private light buses licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation, in connection with the operation of the Residential Care Home for the Elderly cum Day Care Unit and by their bona fide guests, visitors or invitees; and

(n) one lay-by measuring 3.5 metres in width and 8.0 metres in length with a minimum headroom of 3.6 metres for the exclusive and joint use by the Neighbourhood Elderly Centre, the Child Care Centre, the Centre for Outreaching Team for Ethnic Minorities, the Centre for Integrated Home Care Services Team, the Day Care Centre for the Elderly, the Special Child Care Centre, the Early Education and Training Centre and the Residential Care Home for the Elderly cum Day Care Unit for loading and unloading of goods vehicles and for the picking up and setting down of passengers from motor vehicles including taxis, ambulances and private light buses in connection with the operation of the Neighbourhood Elderly Centre, the Child Care Centre, the Centre for Outreaching Team for Ethnic Minorities, the Centre for Integrated Home Care Services Team, the Day Care Centre for the Elderly, the Special Child Care Centre, the Early Education and Training Centre and the Residential Care Home for the Elderly cum Day Care Unit and by their bona fide guests, visitors or invitees

together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on all Owners), which is (for identification purpose) coloured Orange on the Plans;

"Government Accommodation Maintenance Expenses" means all costs expended by the Manager under Clause 8.9 in carrying out such maintenance of, at the request of the Owner of the Government Accommodation, the services, facilities and installations exclusively serving the Government Accommodation;"

Clause 5.2

"FSI. Notwithstanding anything in this Deed, FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation shall have the additional rights set out in Schedule 6. Such rights and all other rights, easements and privileges of FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation under this Deed shall not be subject to any permission, approval, consent or concurrence of any other Owner, the Manager, the Owners' Corporation or any other person."

Clause 5.3

"Additional rights subject to rights of FSI

Notwithstanding anything in this Deed:

(a) the additional rights conferred under Clause 5.1, and Schedule 5 shall be subject to the rights and privileges of FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges of FSI under this Deed and the Land Grant;

(b) no Owner (including the First Owner) shall represent FSI or GPA in any dealings with the Government directly affecting the Government Accommodation, and whether a dealing would directly affect the Government Accommodation shall be determined by GPA in its sole discretion; and

(c) no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation."

Clause 8.9

"Maintenance of Government Accommodation

FSI as the Owner of the Government Accommodation shall manage and maintain the Government Accommodation, but not the remainder of the Development. Notwithstanding the aforesaid, upon the request of the Owner of the Government Accommodation, the Manager shall undertake the maintenance of services, facilities and installations actually and exclusively serving the Government Accommodation and will be reimbursed with the costs expended in carrying out such maintenance on condition that the Manager shall not carry out such maintenance until the Manager has:

(a) submitted an estimate of the costs (together with supporting documents and any other relevant information considered necessary by the Owner of the Government Accommodation); and

(b) the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance works to be carried out."

Clause 10.1

"Management Expenses. Management Expenses shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Land under this Deed … Notwithstanding anything in this Deed, for the avoidance of doubt, Management Expenses shall not include … the Government Accommodation Maintenance Expenses."

Clause 10.3(i)

"Payment of Monthly Management Fees

(i) Notwithstanding anything in this Deed:

(i) subject to the other provisions of this Clause 10.3(i), FSI as Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation but shall not be responsible for the maintenance and management of the Items or the remainder of the Development;

(ii) FSI as Owner of the Government Accommodation shall be liable for payment of the management and maintenance charges to the Manager only in respect of areas, facilities, services and the Items (save to the extent forming part of the HS Portion) which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, its occupiers thereof, their servants, contractors, agents or visitors Provided That:

(1) the liability of FSI shall:

(A) be as determined and approved by GPA or person nominated by the Director for this purpose;

(B) in any event, not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land; and

(C) only commence from the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier; and

(2) FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been determined and approved in writing by GPA or person nominated by the Director for this purpose;

(iii) FSI as the Owner of the Government Accommodation shall have no liability for any contribution towards the Management Expenses or any management and maintenance charges for any other part of the Development (whether Common Areas and Facilities or Items or otherwise) or for the provision of facilities or services which do not, in the opinion of GPA or person nominated by the Director for this purpose, actually and directly serve or otherwise directly benefit the Government Accommodation;

(iv) FSI as the Owner of the Government Accommodation shall reimburse to the Manager the capital expenditure incurred after the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier, as shall first be determined and approved in writing by GPA or person nominated by the Director for this purpose before liability for payment thereof is incurred, in respect of areas, facilities and services and the Items (save to the extent forming part of the HS Portion) which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupiers thereof, their servants, contractors, agents or visitors. In any event, the reimbursement shall not exceed the proportion of the capital expenditure which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land;

(v) FSI as the Owner of the Government Accommodation shall contribute towards a due proportion of the management and maintenance charges as incurred by the Owner of the HS Portion in respect of areas, facilities, services and Items forming part of the HS Portion (which for the avoidance of doubt, exclude any part which has been designated as part of the HS Common Areas and Facilities under any Sub-Deed of Mutual Covenant) which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupiers thereof, his servants, contractors, agents or visitors Provided That:

(1) the liability of FSI shall:

(A) be as determined and approved by GPA or person nominated by the Director for this purpose;

(B) in any event, not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land; and

(C) only commence from the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier; and

(2) FSI shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been determined and approved in writing by GPA or person nominated by the Director for this purpose; and

(vi) FSI as the Owner of the Government Accommodation shall reimburse to the Owner of the HS Portion the capital expenditure incurred after the date of assignment or the date of taking over of the Government Accommodation, whichever is the earlier, as shall first be determined and approved in writing by GPA or person nominated by the Director for this purpose before liability for payment thereof is incurred, in respect of areas, facilities, services and the Items forming part of the HS Portion (which for the avoidance of doubt, exclude any part which has been designated as part of the HS Common Areas and Facilities under any Sub-Deed of Mutual Covenant) which actually and directly serve or benefit the Government Accommodation or are used by the Owner of the Government Accommodation, the occupiers thereof, his servants, contractors, agents or visitors. In any event, the reimbursement shall not exceed the proportion of the capital expenditure which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Land."

Clause 10.5(a)(ii)(3)

"Management Fees Deposits and Common Utilities Deposits

(3) … the Owner of the Government Accommodation shall not be required to make any contribution to the Common Utilities Deposits."

Clause 10.20

"Exemptions for FSI

Notwithstanding anything in this Deed and notwithstanding Clause 10.3(i), FSI as Owner of the Government Accommodation shall not be liable for any payment of:

(a) Management Fees Deposits;

(b) Special Fund and capital equipment fund (if any) except for the reimbursement of capital expenditure referred to in Clause 10.3(i)(iv) and (vi);

(c) insurance premium;

(d) Debris Removal Charge;

(e) interest and penalty charges on late or default payment of management and maintenance charges;

(f) Decoration Deposit;

(g) Common Utilities Deposits;

or payment of a like nature."

Clause 11.11(e)

"Resolutions

Save as otherwise provided in this Deed, any resolution on any matter concerning the Land passed by a simple majority of votes at a duly convened Owners' meeting by Owners present in person or by proxy and voting shall be binding on all the Owners Provided That:

(e) no resolution shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof; and"

Clause 12.8(e)

"Resolutions

(e) No resolution shall adversely affect the use, operation or maintenance of the Government Accommodation or any part thereof."

Clause 12.11

"The right of the Owner of the Government Accommodation to attend meetings. The Owner of the Government Accommodation shall have the right to attend the meetings of the Owners' Committee and all notices, agendas and minutes of the meetings of the Owners' Committee shall be sent to FSI free of charge in the manner provided in Clause 14.6(e)."

Clause 14.14

"Government Accommodation

Notwithstanding anything in this Deed, no provision in this Deed shall operate to prohibit, prevent, hinder or prejudice the establishment or operation of the Government Accommodation or the use of the Land or any part thereof or any building or part of any building erected on the Land for the purpose of the Government Accommodation."

Clause 14.16

"Exemption for FSI regarding nominated contractors and fitting out. FSI as the Owner of the Government Accommodation shall be exempted from the requirements (if any) under this Deed to use maintenance or services contractors nominated by the First Owner, other Owners, the Manager or any other person and under the Development Rules regulating fitting out works (if any)."

Clause 14.21

"Government's or FSI's right to vary use of the Government Accommodation. Notwithstanding anything provided in this Deed, the Government or FSI shall have the right to alter or vary at its absolute discretion at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the First Owner, the other Owners or the Manager."

Schedule 6

"Additional Rights of the Owner of the Government Accommodation

FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:

1. the right of shelter, support and protection for the Government Accommodation;
2. the right at all times of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term agreed to be granted under the Land Grant laid on or running through any part of the Land and any part of the Development;
3. the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as **"the Government Accommodation Services"**) at any time at its absolute discretion without any charge by the Owners (including the First Owner) or the Manager and without having to obtain the approval or consent of the Owner (including the First Owner) or the Manager Provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the Land and serving all those parts of the Development other than the Government Accommodation;
4. (a) the right to go, pass and repass over and along and to use any Common Areas and Facilities of the Land or any Common Areas and Facilities of the Development in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any Common Areas and Facilities or any common facilities within the Land or the Development;

   (b) subject to Clauses 10.3(i)(v) and 10.3(i)(vi), the right to go, pass and repass over and along and to use free of charge the HS Portion (excluding the PRH Units, the shops and units inside the Commercial Portion and the Parking Spaces) as may be necessary for the proper use and enjoyment of the Government Accommodation or any part thereof;
5. the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material and machinery to enter upon the Land or any part of the Development for the purposes of extending or carrying out maintenance, repair, addition, alteration and other works to the Government Accommodation or any part thereof and maintenance, repair, addition, alteration, diversion, variation, relaying, reinstatement and other works to the Government Accommodation Services or any part thereof;
6. the free and uninterrupted rights of way to and from the Government Accommodation or any part thereof as may be required by the Director;
7. the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as FSI shall deem fit and the right of access over the Land or any part thereof or any part of the Development with or without servants, workmen and others and with or without motor vehicles, plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;
8. the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;
9. the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the Government Accommodation and the related right of access over the Land or any part thereof or any part of the Development with or without servants, workmen and others and with or without motor vehicles, plant, equipment, machinery and material;
10. the right at its absolute discretion to alter or vary at any time the use of the Government Accommodation or any part thereof without having to obtain the approval or consent of the First Owner, the other Owners or the Manager; and
11. such other rights, privileges and easements as may be deemed necessary or desirable by the Director."

2. Public Vehicle Park

   (i) Relevant provisions of the land grant

   Special Condition No. (61)

   "(a) In addition to the requirements to provide parking, loading and unloading spaces under and in accordance with Special Condition Nos. (12)(a), (38) and (39) hereof (as may be respectively varied under Special Condition No. (63) hereof), the Grantee shall on or before the 30th day of June, 2026 or such other date as may be approved by the Director, at his own expense, in all respects to the satisfaction of the C for T and in accordance with these Conditions and the Public Vehicle Park Layout Plan as referred to and approved under sub-clause (b) of this Special Condition, erect, construct, provide and maintain within the lot a public vehicle park (hereinafter referred to as **"the Public Vehicle Park"**). The Grantee shall provide within the Public Vehicle Park:

   (i) 26 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres provided that out of the spaces so provided under this sub-clause (a)(i), such number of spaces shall be reserved and designated for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons as the Building Authority may require or approve on condition that a minimum of one space shall be so reserved and designated out of the spaces provided under this sub-clause (a)(i), and the dimension of each of the spaces so reserved and designated shall be as the Building Authority may require or approve;

   (ii) 5 spaces for the parking of medium goods vehicles or heavy goods vehicles both licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. For the purposes of these Conditions, "medium goods vehicle" and "heavy goods vehicle" shall be as defined in the Road Traffic Ordinance; and

   (iii) 2 spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.

   (b) The Grantee shall on or before the 27th day of February, 2025 or such other date as may be approved by the C for T submit or cause to be submitted to the C for T for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the C for T (hereinafter referred to as **"the Public Vehicle Park Layout Plan"**). The parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the Public Vehicle Park Layout Plan approved by the C for T under this sub-clause (b) and in all respects to the satisfaction of the C for T. The Grantee shall maintain the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the Public Vehicle Park Layout Plan approved by the C for T under this sub-clause (b) and shall not alter the approved Public Vehicle Park Layout Plan except with the prior written consent of the C for T.

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

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

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

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

(g) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times for parking of motor vehicles on hourly, daily or monthly basis save that for parking of motor vehicles for a consecutive period of over one calendar month shall be subject to the prior written approval of the C for T. The Grantee shall at all times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park or any part or parts thereof.

(h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (10)(c) hereof, there shall not be taken into account the Public Vehicle Park if it is provided below ground level and any other areas or spaces as the Director may at his sole discretion consider appropriate. For the purposes of these Conditions, the total gross floor area of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding on the Grantee.

(i) The parking spaces provided within the Public Vehicle Park shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

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

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

(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 anything done or omitted to be done by the Grantee, his servants, agents, workmen or contractors arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition.

(m) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do except that the Grantee may underlet the parking spaces within the Public Vehicle Park subject to the conditions as stipulated in sub-clauses (g) and (i) of this Special Condition on condition that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the parking spaces within the Public Vehicle Park, or part or parts thereof, to which such underletting relates.

(n) The Grantee (which expression for the purpose of this Special Condition shall not include the Grantee's assigns) shall at his expense upon completion of the Public Vehicle Park in compliance with sub-clause (a) of this Special Condition (as to which the determination of the Director shall be final and binding on the Grantee) commence to operate the Public Vehicle Park and thereafter at all times during the term hereby agreed to be granted continue to operate, uphold, maintain, repair, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the C for T."

(ii) Relevant provisions of the deed of mutual covenant

Clause 1 (Definition)

""**Car Park**" means such portions of the HS Portion on Basement 2 Floor, Basement 1 Floor and Ground Floor intended for ingress, egress, parking and loading and unloading of motor vehicles, motor cycles and goods vehicles, which are (for identification purpose) coloured Green Cross Hatched Black on Basement 2 Floor Plan, Basement 1 Floor Plan and Ground Floor Plan of the Plans, including

…

(b) the Public Vehicle Park;

…

"Public Vehicle Park" means the public vehicle park in the Development provided under Special Condition No.(61)(a) and includes:

(a) 26 spaces for the parking of motor vehicles provided under Special Condition No.(61)(a)(i), which are (for identification purpose) marked "PVP01" to "PVP26" and shown coloured Green Cross Hatched Black on the Basement 1 Floor Plan of the Plans;

(b) 5 spaces for the parking of medium goods vehicles or heavy goods vehicles provided under Special Condition No.(61)(a)(ii), which are (for identification purpose) marked "HGV41" to "HGV45" and shown coloured Green Cross Hatched Black on the Basement 1 Floor Plan of the Plans; and

(c) 2 spaces for the parking of motor cycles provided under Special Condition No.(61)(a)(iii), which are (for identification purpose) marked "M01" to "M02" and shown coloured Green Cross Hatched Black on the Basement 1 Floor Plan of the Plans,

including the electric vehicle charging enabling facilities (if any) and the associated installations installed or to be installed for serving such spaces exclusively;"

Clause 4.10

"Obligations of the Owners in relation to the Car Park

(a) For so long as all Parking Spaces are owned by the First Owner, the First Owner shall be responsible for the management and maintenance of the Car Park at its own cost and expense.

(b) In the event that the Parking Spaces fall into multi-ownership, subject to the terms of the relevant Sub-Deed(s) of Mutual Covenant, the expenditure relating to those parts of the Car Park designated as HS Common Areas and Facilities in accordance with Clause 4.9(c) above shall be borne by different Owners in the following manner:

(i) all Owners (excluding the Owners of the Parking Spaces) shall contribute to a proportion of such expenditure which the total gross floor area of all Visitors' Parking Spaces bear to the total gross floor area of all Parking Spaces, the Visitors' Parking Spaces, the SSF Loading and Unloading Spaces, the Commercial Disabled Parking Spaces, the Commercial Loading and Unloading Spaces, the PRH Loading and Unloading Spaces and the Public Vehicle Park;

(ii) the Owners of SSF Units shall (in addition to the contribution to be made under sub-clause (b)(i) of this Clause 4.10) contribute to a proportion of such expenditure which the total gross floor area of all SSF Loading and Unloading Spaces bears to the total gross floor area of all Parking Spaces, the Visitors' Parking Spaces, the SSF Loading and Unloading Spaces, the Commercial Disabled Parking Spaces, the Commercial Loading and Unloading Spaces, the PRH Loading and Unloading Spaces and the Public Vehicle Park; and

(iii) the Owners of the HS Portion shall (in addition to the contribution to be made under sub-clause (b)(i) of this Clause 4.10, if applicable) contribute to the remaining proportion of such expenditure in accordance with the provisions in the relevant Sub-Deed(s) of Mutual Covenant Provided That in any event no Owner of the HS Portion shall be required to make contribution of a disproportionate proportion.

(c) Notwithstanding anything contained herein, the First Owner as the Owner of the Public Vehicle Park shall comply with Special Condition No.(61)(g), (i), (l), (m) and (n) and be responsible for all expenses relating to the Public Vehicle Park."

Schedule 3, Part B, Paragraph 1

"Each Owner holds his Unit subject to the following:

Land Grant. Any rights reserved to the Government, the members of the public and other persons or entities under the Land Grant, which include without limitation the right of the public to access to and from the Public Vehicle Park under Special Condition No. (61)(g)."

Schedule 7, Paragraph 16(c)

"Entry

(c) [The Manager has the power] [t]o enter with or without workmen, equipment or materials at all reasonable times on reasonable notice (except in an emergency when no notice is required and the entry may take place at all times) the part of the Public Vehicle Park on the Basement 1 Floor freely and without payment of any nature whatsoever for the purpose of gaining access to, from and between any Common Areas and Facilities and the Manager shall at its own costs and expense make good any damage and be responsible for any liability caused by the negligent, wilful or criminal acts or omissions of the Manager or its employees, agents or contractors in exercising the power under this paragraph 16(c)."

3. Parking Information System Area and Facilities

(i) Relevant provisions of the land grant

Special Condition No. (57)

"(a) The Grantee shall:

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

(I) the spaces provided in accordance with Special Condition Nos. (38)(c), (38)(g) and (39)(a)(i) to (iv) hereof (as may be respectively varied under Special Condition No. (63) hereof);

(II) the spaces provided in accordance with Special Condition No. (38)(b)(iii) hereof (as may be varied under Special Condition No. (63) hereof) in the event that not less than 10 such spaces are provided or to be provided within the lot;

(III) the spaces provided for the parking of motor vehicles in the Public Vehicle Park in accordance with Special Condition No.(61)(a)(i) to (iii) hereof

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

(ii) on or before the 30th day of June, 2026 or such other date as may be approved by the Director, at the Grantee's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Grantee's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Grantee's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Grantee's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T; and

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

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

(c) The Grantee hereby:

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

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

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

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

(f) The Parking Information System Area shall be designated as and form part of the Common Areas."

(ii) Relevant provisions of the deed of mutual covenant

Clause 1 (Definition)

""**Car Park"** means such portions of the HS Portion on Basement 2 Floor, Basement 1 Floor and Ground Floor intended for ingress, egress, parking and loading and unloading of motor vehicles, motor cycles and goods vehicles, which are (for identification purpose) coloured Green Cross Hatched Black on Basement 2 Floor Plan, Basement 1 Floor Plan and Ground Floor Plan of the Plans, including

…

(f) the Parking Information System Area and Facilities;

…

"Parking Information System Area and Facilities" means "the Parking Information System Area" and any of "the Facilities, Installations and Equipment" provided or installed therein or thereon (both referred to and defined in Special Condition No.(57)(a)(i));"

Clause 4.9(c)(vii)

"Obligations of the Owner of HS Portion

(c) Without prejudice to and without limiting the generality of the power of the Director to approve the Sub-Deed(s) of Mutual Covenant, in the event of any sub-division and assignment of the HS Portion (or any part(s) thereof) as may be permitted under the Land Grant, and if required, after making or obtaining any necessary modification, variation or waiver of the relevant restriction(s) on alienation therein, the following areas and facilities provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different Units in the relevant sub-divided parts of the HS Portion shall be, subject to the rights of FSI, its lessees, tenants, licensees and persons authorized by FSI and the Owner and occupiers for the time being of the Government Accommodation under Schedule 6 hereof, designated as part of the HS Common Areas and Facilities under the relevant Sub-Deed(s) of Mutual Covenant referred to in sub-clause (b) of this Clause 4.9:

(vii) the whole of the Car Park (excluding the Parking Spaces and the Public Vehicle Park);"

Clause 4.10

"Obligations of the Owners in relation to the Car Park

(a) For so long as all Parking Spaces are owned by the First Owner, the First Owner shall be responsible for the management and maintenance of the Car Park at its own cost and expense.

(b) In the event that the Parking Spaces fall into multi-ownership, subject to the terms of the relevant Sub-Deed(s) of Mutual Covenant, the expenditure relating to those parts of the Car Park designated as HS Common Areas and Facilities in accordance with Clause 4.9(c) above shall be borne by different Owners in the following manner:

(i) all Owners (excluding the Owners of the Parking Spaces) shall contribute to a proportion of such expenditure which the total gross floor area of all Visitors' Parking Spaces bear to the total gross floor area of all Parking Spaces, the Visitors' Parking Spaces, the SSF Loading and Unloading Spaces, the Commercial Disabled Parking Spaces, the Commercial Loading and Unloading Spaces, the PRH Loading and Unloading Spaces and the Public Vehicle Park;

(ii) the Owners of SSF Units shall (in addition to the contribution to be made under sub-clause (b)(i) of this Clause 4.10) contribute to a proportion of such expenditure which the total gross floor area of all SSF Loading and Unloading Spaces bears to the total gross floor area of all Parking Spaces, the Visitors' Parking Spaces, the SSF Loading and Unloading Spaces, the Commercial Disabled Parking Spaces, the Commercial Loading and Unloading Spaces, the PRH Loading and Unloading Spaces and the Public Vehicle Park; and

(iii) the Owners of the HS Portion shall (in addition to the contribution to be made under sub-clause (b)(i) of this Clause 4.10, if applicable) contribute to the remaining proportion of such expenditure in accordance with the provisions in the relevant Sub-Deed(s) of Mutual Covenant Provided That in any event no Owner of the HS Portion shall be required to make contribution of a disproportionate proportion.

(c) Notwithstanding anything contained herein, the First Owner as the Owner of the Public Vehicle Park shall comply with Special Condition No.(61)(g), (i), (l), (m) and (n) and be responsible for all expenses relating to the Public Vehicle Park."

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

1. Items

(i) Relevant provisions of the land grant

Special Condition No. (24)

"(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (35)(a)(iv)(l) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):

(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;

(iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;

(iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

(b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings of whatsoever nature and howsoever arising whether directly or indirectly out of or as a consequence of the failure of the Grantee to maintain the Items.

(c) For the purpose of this Special Condition only, the expression "Grantee" shall exclude F.S.I.."

(ii) Relevant provisions of the deed of mutual covenant

Clause 1 (Definition)

""**Development Common Areas and Facilities"** means those Common Areas and Facilities which are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different SSF Units and the HS Portion (whether or not the same are provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of the Government Accommodation as well), and shall include:

…

(o) the Items, save to the extent forming part of the Government Accommodation, the HS Portion or the SSF Common Areas and Facilities (if any);

…

"HS Portion" means such domestic and non-domestic parts in the Development, which are (for identification purpose) coloured Green, Green Stippled Black, Green Dashed Black, Green Stippled Black Dashed Black, Green Hatched Black and Green Cross Hatched Black on the Plans (collectively the "Coloured Green Areas" in this definition), in respect of which the Right to Occupy belongs to the Owner of the Shares allocated thereto, including:

…

(q) the Items, save to the extent forming part of the Development Common Areas and Facilities, the Government Accommodation or the SSF Common Areas and Facilities (if any);

but shall exclude:

(r) any Conduits located inside the Coloured Green Areas, which do not exclusively serve the Coloured Green Areas or any part thereof (unless included in paragraph (q) of this definition);"

"Items" means "the Items" referred to and defined in Special Condition No. (24)(a), namely:

(a) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(b) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development;

(c) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development;

(d) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(e) all other common parts and facilities serving the Government Accommodation and the remainder of the Development;

"SSF Common Areas and Facilities" means those Common Areas and Facilities which are provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different SSF Units (whether or not the Owner, tenants, occupiers, licensees or invitees of the Government Accommodation are also benefited); and shall include:

…

(w) the Items, save to the extent forming part of the Development Common Areas and Facilities, the Government Accommodation or the HS Portion (if any);"

Clause 8.10

"Items

(a) The Manager shall manage and maintain the Items (save to the extent forming part of the HS Portion). The Owners (excluding the Owner of the Government Accommodation) shall indemnify and keep indemnified FSI and the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings of whatever nature and howsoever arising whether directly or indirectly out of or as a consequence of the failure of the Owners (excluding the Owner of the Government Accommodation) and the Manager to manage and maintain the Items (other than those forming part of the HS Portion).

(b) The Owner of the HS Portion shall manage and maintain those parts of the Items forming part of the HS Portion and shall indemnify and keep indemnified FSI as the Owner of the Government Accommodation and the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings of whatever nature and howsoever arising whether directly or indirectly out of or as a consequence of its failure to manage and maintain such parts of the Items."

2. Public Vehicle Park

(i) Relevant provisions of the land grant

Please see paragraph A2(i) above.

(ii) Relevant provisions of the deed of mutual covenant

Please see paragraph A2(ii) above.

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

Not applicable.

D. 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.

In relation to any of those facilities and open spaces, and those parts of the land, mentioned in paragraphs A, B, C and D above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the land grant or the deed of dedication (as the case may be).

In relation to any of those facilities and open spaces mentioned in paragraphs B or C above, the facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties of the Phase, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities or open spaces through the management expenses apportioned to the residential properties concerned.

Note:

In this Section, any reference to "Special Condition" shall be a reference to a Special Condition in the Land Grant, and "DMC" shall mean the latest draft Deed of Mutual Covenant and Management Agreement of the Development.

A. 根據批地文件規定須興建並提供予政府或供公眾使用設施

1. 政府樓宇

(i) 批地文件相關條文

特別條款第(12)(a)至(b)條

「(a) 承批人須自費並按署長批准的位置、方式、設計、物料、標準及使署長在各方面滿意下在該地段內以良好工藝及依照在此夾附的技術附表(下稱**「技術附表」**)及根據特別條款第(13)(a)條批核的圖則搭建、興建及提供以下樓宇：

(i) 一間淨作業樓面面積不少於303平方米的長者鄰舍中心(下稱**「長者鄰舍中心」**)；

(ii) 一間淨作業樓面面積不少於488平方米的幼兒中心(下稱**「幼兒中心」**)；

(iii) 一間淨作業樓面面積不少於149.5平方米的少數族裔外展隊中心(下稱**「少數族裔外展隊中心」**)；

(iv) 一間淨作業樓面面積不少於160平方米的綜合家居照顧服務隊中心(下稱**「綜合家居照顧服務隊中心」**)；

(v) 一間淨作業樓面面積不少於358平方米的長者日間護理中心(下稱**「長者日間護理中心」**)；

(vi) 一間淨作業樓面面積不少於173平方米的特殊幼兒中心(下稱**「特殊幼兒中心」**)；

(vii) 一間淨作業樓面面積不少於212平方米的早期教育及訓練中心(下稱**「早期教育及訓練中心」**)；

(viii) 一間根據現時或可能在任何時間在香港生效之《安老院條例》(第459章)、其任何附屬規例及任何與安老院有關之修訂法例定義及淨作業樓面面積不少於3,032.4平方米的安老院暨淨作業樓面面積不少於89.5平方米的日間護理中心(下稱**「安老院暨日間護理中心」**)；

(ix) 一個供少數族裔外展隊中心停泊與少數族裔外展隊中心運作有關的根據《道路交通條例》(第374章)、其任何附屬規例及任何修訂法例(下稱**「道路交通條例」**)獲發牌的輕型貨車、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.5米及長7.0米，並有最少3.6米淨空高度；

(x) 一個供綜合家居照顧服務隊中心停泊與綜合家居照顧服務隊中心運作有關的根據道路交通條例獲發牌的私家小巴、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；

(xi) 三個供長者日間護理中心停泊與長者日間護理中心運作有關的根據道路交通條例獲發牌的私家小巴、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；

(xii) 一個供特殊幼兒中心停泊與特殊幼兒中心運作有關的根據道路交通條例獲發牌的旅遊巴士、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；

(xiii) 兩個供安老院暨日間護理中心停泊與安老院暨日間護理中心運作有關的根據道路交通條例獲發牌的私家小巴、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；及

(xiv) 一個供長者鄰舍中心、幼兒中心、少數族裔外展隊中心、綜合家居照顧服務隊中心、長者日間護理中心、特殊幼兒中心、早期教育及訓練中心及安老院暨日間護理中心的貨車作上落客貨用途及供停泊與長者鄰舍中心、幼兒中心、少數族裔外展隊中心、綜合家居照顧服務隊中心、長者日間護理中心、特殊幼兒中心、早期教育及訓練中心及安老院暨日間護理中心運作有關的汽車(包括的士、救護車及私家小巴)作乘客上落之用途、及供其真實來賓、訪客或受邀人獨家及共同使用的路旁停車處，此路旁停車處須闊3.5米及長8.0米，並有最少3.6米淨空高度

(該等樓宇連同署長以其絕對酌情權決定專屬於該等樓宇的任何其他範圍、設施、服務及裝置(其決定為最後定論並對承批人有約束力)，以下統稱**「政府樓宇」**)。政府樓宇須於由本協議之日期起計60個曆月內完成並使其適合佔用及運作。

(b) 政府保留權利在任何時間以其絕對酌情權改動或變更政府樓宇或其任何部分之用途。」

特別條款第(18)(a)條

「(a) 承批人須在署長要求時將此特別條款第(b)分條指明的不分割份數連同政府樓宇的獨家使用、佔用及享用權，在空置管有及沒有產權負擔下由承批人自費轉讓予根據及憑藉《財政司司長法團條例》、其任何附屬規例及任何修訂法例成立的單一法團(下稱**「財政司司長法團」**，在文義許可下此詞包括其繼承人及承讓人)，而承批人須在署長可能以書面指明的時間內完成轉讓根據特別條款第(17)條已獲發完工證明書的政府樓宇。」

特別條款第(20)條

「署長有權在根據特別條款第(18)條轉讓政府樓宇之前，可於任何時間要求騰空交回署長要求並已根據特別條款第(17)條發出完工證明書之政府樓宇之管有權。承批人須應要求向政府交還政府樓宇，供政府於署長認為合適之條款及條件下獨家使用及佔用。」

(ii) 公契相關條文

第1條(定義)

「**「政府樓宇」**指特別條款第(12)(a)條所指及定義的「政府樓宇」，包括：

(a) 一間淨作業樓面面積不少於303平方米的長者鄰舍中心(下稱**「長者鄰舍中心」**)；

(b) 一間淨作業樓面面積不少於488平方米的幼兒中心(下稱**「幼兒中心」**)；

(c) 一間淨作業樓面面積不少於149.5平方米的少數族裔外展隊中心(下稱**「少數族裔外展隊中心」**)；

(d) 一間淨作業樓面面積不少於160平方米的綜合家居照顧服務隊中心(下稱**「綜合家居照顧服務隊中心」**)；

(e) 一間淨作業樓面面積不少於358平方米的長者日間護理中心(下稱**「長者日間護理中心」**)；

(f) 一間淨作業樓面面積不少於173平方米的特殊幼兒中心(下稱**「特殊幼兒中心」**)；

(g) 一間淨作業樓面面積不少於212平方米的早期教育及訓練中心(下稱**「早期教育及訓練中心」**)；

(h) 一間根據現時或可能在任何時間在香港生效之《安老院條例》(第459章)、其任何附屬規例及任何修訂法例或與安老院有關之其他條例、附例及規例定義及淨作業樓面面積不少於3,032.4平方米的安老院暨淨作業樓面面積不少於89.5平方米的日間護理中心(下稱**「安老院暨日間護理中心」**)；

(i) 一個供少數族裔外展隊中心停泊與少數族裔外展隊中心運作有關的根據《道路交通條例》(第374章)、其任何附屬規例及任何修訂法例獲發牌的輕型貨車、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.5米及長7.0米，並有最少3.6米淨空高度；

(j) 一個供綜合家居照顧服務隊中心停泊與綜合家居照顧服務隊中心運作有關的根據《道路交通條例》(第374章)、其任何附屬規例及任何修訂法例獲發牌的私家小巴、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；

(k) 三個供長者日間護理中心停泊與長者日間護理中心運作有關的根據《道路交通條例》(第374章)、其任何附屬規例及任何修訂法例獲發牌的私家小巴、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；

(l) 一個供特殊幼兒中心停泊與特殊幼兒中心運作有關的根據《道路交通條例》(第374章)、其任何附屬規例及任何修訂法例獲發牌的旅遊巴士、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；

(m) 兩個供安老院暨日間護理中心停泊與安老院暨日間護理中心運作有關的根據《道路交通條例》(第374章)、其任何附屬規例及任何修訂法例獲發牌的私家小巴、及供其真實來賓、訪客或受邀人獨家使用的停車位，此停車位須闊3.0米及長8.0米，並有最少3.3米淨空高度；及

(n) 一個供長者鄰舍中心、幼兒中心、少數族裔外展隊中心、綜合家居照顧服務隊中心、長者日間護理中心、特殊幼兒中心、早期教育及訓練中心及安老院暨日間護理中心的貨車作上落客貨用途及供停泊與長者鄰舍中心、幼兒中心、少數族裔外展隊中心、綜合家居照顧服務隊中心、長者日間護理中心、特殊幼兒中心、早期教育及訓練中心及安老院暨日間護理中心運作有關的汽車(包括的士、救護車及私家小巴)作乘客上落之用途、及供其真實來賓、訪客或受邀人獨家及共同使用的路旁停車處，此路旁停車處須闊3.5米及長8.0米，並有最少3.6米淨空高度

連同署長以其絕對酌情權決定專屬於該等樓宇的任何其他範圍、設施、服務及裝置(其決定為最後定論並對所有業主有約束力)並在公契夾附圖則上以橙色顯示的部分(以資識別)；

「政府樓宇保養開支」指管理人於按第8.9條應政府樓宇業主要求而進行保養專門服務政府樓宇之服務、設施及裝置所支出的費用；」

第5.2條

「財政司司長法團。即使本公契另有規定，財政司司長法團、其承租人、租客、被許可人及獲財政司司長

法團授權的人士及政府樓宇當其時的業主及佔用人享有第6附表訂明的額外權利。行使該等權利及財政司司長法團、其承租人、租客、被許可人及獲財政司司長法團授權的人士及政府樓宇當其時的業主及佔用人於本公契下的所有其他權利、地役權及特權毋須受限於任何其他業主、管理人、業主立案法團或任何其他人士的任何准許、批准、同意或贊同。」

第5.3條

「受限於財政司司長法團權利之額外權利

即使本公契另有規定：

(a) 第5.1條及第5附表賦予的額外權利將受限於財政司司長法團的權利及特權，且不得以任何方式對財政司司長法團於本公契及批地文件下的權利、地役權及特權有不利影響或造成損害；

(b) 所有業主（包括第一業主）不得在與政府的任何事務往來中代表財政司司長法團或政府產業署署長處理直接影響政府樓宇的任何事宜，及政府樓宇是否直接受影響須由政府產業署署長以其獨有酌情權決定；及

(c) 不得於政府樓宇外牆上安裝或加附煙囪、煙道、水管或其他構築物或設施。」

第8.9條

「政府樓宇的保養

財政司司長法團作為政府樓宇業主須管理及保養政府樓宇但非發展項目其餘部分。即使上述另有規定，當政府樓宇業主要求時，管理人須承擔保養實際上及專門服務政府樓宇之服務、設施及裝置之責任，且將獲補還進行該等保養所支出之費用，惟直至管理人完成下列事項前不得進行該等保養：

(a) 提交所涉費用的估算（連同證明文件及任何其他政府樓宇業主認為有需要的相關資料）；及

(b) 獲得政府樓宇業主就預計保養費用及將進行的保養工程之書面批准。」

第10.1條

「管理開支。管理開支指按本公契管理該土地時有需要地及合埋地招致的開支、費用及支出…即使本公契另有規定，為免生疑問，管理開支並不包括…政府樓宇保養開支。」

第10.3(i)條

「支付管理月費

(i) 即使本公契另有規定：

(i) 受限於本第10.3(i)條之其他條文，財政司司長法團作為政府樓宇業主須負責政府樓宇之保養與管理，但毋須負責物件或發展項目其餘部分之保養與管理；

(ii) 財政司司長法團作為政府樓宇業主僅須向管理人負責支付有關實際上及直接服務或惠及政府樓宇或由政府樓宇業主、其該處佔用人、其受僱人、承辦商、代理人或訪客使用的範圍、設施、服務及物件（除構成房協範圍一部分之範圍外）的管理及保養費用，惟：

(1) 財政司司長法團的責任：

(A) 由政府產業署署長或獲署長為此目的提名的人士決定及批准；

(B) 在任何情況下，管理及保養費用的比例均不得超過政府樓宇的總樓面面積佔所有已建或擬建於該土地上的建築物的總樓面面積的比例；及

(C) 只從政府樓宇的轉讓契據日期或接收政府樓宇的日期開始起計，以較早者為準；及

(2) 除非及直至政府產業署署長或獲署長為此目的提名的人士已書面決定及批准有關金額，財政司司長法團並無責任支付任何管理及保養費用；

(iii) 財政司司長法團作為政府樓宇業主並無責任攤付管理開支、或發展項目任何其他部分（不論是否屬公用地方與設施或物件或其他）的任何管理及保養費用、或政府產業署署長或獲署長為此目的提名的人士認為並非實際上及直接服務或直接惠及政府樓宇所提供的設施或服務的任何管理及保養費用；

(iv) 財政司司長法團作為政府樓宇業主須就實際上及直接服務或惠及政府樓宇或由政府樓宇業主、該處佔用人、其受僱人、承辦商、代理人或訪客使用的範圍、設施及服務及物件（除構成房協範圍一部分（除非其已於任何副公契下被指定為房協公用地方與設施一部分）之範圍外）向管理人補還政府樓宇的轉讓契據日期或接收政府樓宇的日期（以較早者為準）之後所招致之資本開支（在招致該款項的法律責任之前須事先由政府產業署署長或獲署長為此目的提名的人士決定及獲其書面批准）。在任何情況下，該補還款項不得超過資本開支之政府樓宇的總樓面面積佔所有已建或擬建於該土地上的建築物的總樓面面積的比例；

(v) 財政司司長法團作為政府樓宇業主須按比例攤付由房協範圍業主所招致有關實際上及直接服務或惠及政府樓宇或由政府樓宇業主、該處佔用人、其受僱人、承辦商、代理人或訪客使用構成房協範圍一部分之範圍、設施、服務及物件（為免生疑問，於任何副公契下被指定為房協公用地方與設施一部分之任何部分除外）之管理及保養費用，惟：

(1) 財政司司長法團的責任：

(A) 由政府產業署署長或獲署長為此目的提名的人士決定及批准；

(B) 在任何情況下，管理及保養費用的比例均不得超過政府樓宇的總樓面面積佔所有已建或擬建於該土地上的建築物的總樓面面積的比例；及

(C) 只從政府樓宇的轉讓契據日期或接收政府樓宇的日期開始起計，以較早者為準；及

(2) 除非及直至政府產業署署長或獲署長為此目的提名的人士已決定及書面批准管理及保養費用的金額，財政司司長法團並無責任支付任何管理及保養費用；及

(vi) 財政司司長法團作為政府樓宇業主須就實際上及直接服務或惠及政府樓宇或由政府樓宇業主、該處佔用人、其受僱人、承辦商、代理人或訪客使用構成房協範圍一部分之範圍、設施、服務及物件（為免生疑問，於任何副公契下被指定為房協公用地方與設施一部分之任何部分除外）向房協範圍業主補還政府樓宇的轉讓契據日期或接收政府樓宇的日期（以較早者為準）之後所招致之資本開支（在招致該款項的法律責任之前須事先由政府產業署署長或獲署長為此目的提名的人士決定及獲其書面批准）。在任何情況下，該補還款項不得超過資本開支之政府樓宇的總樓面面積佔所有已建或擬建於該土地上的建築物的總樓面面積的比例。」

第10.5(a)(ii)(3)條

「管理費按金及常用公用設施按金

(3) …政府樓宇業主毋須分擔常用公用設施按金。」

第10.20條

「財政司司長法團享有的豁免

即使本公契另有規定及即使第10.3(i)條另有規定，財政司司長法團作為政府樓宇業主毋須負責支付以下款項：

(a) 管理費按金；

(b) 特別基金及資本設備基金（如有）（第10.3(i)(iv)及(vi)條所指的資本開支之補還除外）；

(c) 保險費；

(d) 廢料清理費；

(e) 因逾期或未能繳交管理及保養費用而徵收的利息及罰款；

(f) 裝修按金；

(g) 常用公用設施按金；

或同類付款。」

第11.11(e)條

「決議

除本公契另有規定外，在正式召開的業主大會上由親身出席作出表決或以代表代為表決的業主以簡單多數通過有關該土地任何事宜的決議將對全體業主有約束力，惟：

(e) 任何決議不得對政府樓宇或其任何部分的使用、運作及保養有不利影響；及」

第12.8(e)條

「決議

(e) 業主委員會的任何決議不得對政府樓宇或其任何部分的使用、運作及保養有不利影響。」

第12.11條

「政府樓宇業主出席會議的權利。政府樓宇業主有權出席業主委員會會議，而所有業主委員會會議的通知、議程及會議記錄須按第14.6(e)條的形式免費發送給財政司司長法團。」

第14.14條

「政府樓宇

即使本公契另有規定，本公契任何條文不得禁止、防止、阻礙或影響成立或運作政府樓宇，或該土地或其任何部分或發展項目任何部分作政府樓宇之用途。」

第14.16條

「財政司司長法團享有就指定承辦商及裝修要求的豁免。財政司司長法團作為政府樓宇業主獲豁免使用本公契中第一業主、其他業主、管理人或任何其他人士指定的保養或服務承辦商的要求（如有）及發展項目守則中對裝修工程的要求（如有）。」

第14.21條

「政府或財政司司長法團有權變更政府樓宇用途。即使本公契另有規定，政府或財政司司長法團有權在任何時候以其絕對酌情權改動或變更政府樓宇或其任何部分的用途而毋須獲得第一業主、其他業主或管理人的批准或同意。」

第6附表

「政府樓宇業主額外權利

財政司司長法團、其承租人、租客、被許可人及獲財政司司長法團授權的人士及政府樓宇當其時的業主及佔用人享有以下權利、特權及地役權：

1. 政府樓宇受庇護、支撐及保護的權利；

2. 於所有時間讓氣體、電力、食水、污水、空調、電話及所有其他服務自由透過現時或於批地文件協定的批租期內於該土地的任何部分及發展項目的任何部分鋪設或越過的溝渠、污水管、排水渠、煙道、導管、管道、水道、電纜、水管、電線及其他傳導媒介通過及流動往來政府樓宇的權利；

3. 業主（包括第一業主）或管理人於任何時候以其絕對酌情權自費改動、改道、變更、重鋪或還原政府樓宇或其任何部分任何專用的服務及設施（下稱「政府樓宇服務」）的權利，而毋須向其他業主（包括第一業主）或管理人支付任何費用及獲其批准或同意，惟在進行上述政府樓宇服務的改動、改道、變更、重鋪或還原工程時必須採取適當及足夠的預防措施，以確保不會對該土地內及服務除政府樓宇外發展項目的所有部分的該等服務及設施造成損害；

4. (a) 為正當使用及享用政府樓宇或其任何部分的目的通行及再通行、進出、往返及使用該土地的任何公用地方與設施或發展項目之任何公用地方與設施，以及使用和享用該土地或發項目內任何公用地方與設施或任何公用設施的權利；

   (b) 受限於第10.3(i)(v)及10.3(i)(vi)條，為需要正當使用及享用政府樓宇或其任何部分的目的毋須支付費用通行及再通行、進出、往返及使用房協範圍（公共租住房屋單位、商業部分內之商舖及單位及停車位除外）；

5. 在所有合理時間不論是否隨同測量師、承辦商、工人及其他人士，及不論是否備有汽車、機械、設備、物料及機器進入該土地或發展項目任何部分的權利，以便擴建政府樓宇或其任何部分或對其進行保養、維修、加建、改建及其他工程，以及對政府樓宇服務或其任何部分之保養、維修、加建、改建、改道、變更、重鋪、還原及其他工程；

6. 享有自由及暢通無阻地根據署長要求進出政府樓宇或其任何部分的通行權；

7. 在財政司司長法團認為合適時在政府樓宇或其任何部分的及其內、周圍及邊界上的牆、支柱及其他結構組件之安裝、建設、展示、陳列、保養、維修、移除和更新招牌及廣告的專有權，及進入該土地或其任何部分或發展項目任何部分的通行權，不論是否隨同受僱人、工人及其他人士，及不論是否備有汽車、機械、設備、機器及物料，以便檢查、安裝、建設、展示、陳列、保養、維修、移除及更新該等招牌及廣告；

8. 固定於政府樓宇的天台樓板、牆及其他結構組件上面、裏面或表面的照明管道、消防、通風及其他服務、設施、裝置、固定裝置、附屬工程，機械及物料的通行權；

9. 於專門服務與惠及政府樓宇或其任何部分於政府樓宇的及其中、周圍、其內、其上及其下的牆、支柱、橫樑、天花板、天台樓板、行車道或地台樓板及其他結構組件上改動及運行附加服務的權利，及相關通行該土地或其任何部分或發展項目任何部分的通行權，不論是否隨同受僱人、工人及其他人士，及不論是否備有汽車、機械、設備、機器及物料；

10. 於任何時候以其絕對酌情權改動或變更政府樓宇或其任何部分之用途的權利，而毋須獲得第一業主、其他業主或管理人的批准或同意；及

11. 署長視為必要或恰當的其他權利、特權及地役權。」

2. 公眾停車場

(i) 批地文件相關條文

特別條款第(61)條

「(a) 除根據特別條款第(12)(a)、(38)及(39)條（可分別根據特別條款第(63)條變更）要求提供停車位與上落客貨停車位外，承批人須於2026年6月30日或其他署長可能批准的日期或之前自費根據此等條款及此特別條款第(b)分條所指及獲批准的公眾停車場布局圖於該地段內搭建、興建、提供及保養公眾停車場（下稱**「公眾停車場」**）並使運輸署署長在各方面滿意。承批人須於公眾停車場內提供：

(i) 26個停車位，供根據道路交通條例獲發牌的汽車停泊之用，而每個據此提供的停車位須闊2.5米及長5.0米，並有最少2.4米淨空高度。惟在根據此特別條款第(a)(i)分條提供的停車位中，承批人須依照建築事務監督的要求或批准保留及指定停車位數目，供傷殘人士停泊根據道路交通條例獲發牌之汽車，惟最少一個停車位須從此特別條款第(a)(i)分條提供的停車位中保留及指定，而每個保留及指定之停車位的尺寸須如建築事務監督要求或批准；

(ii) 5個停車位，供根據道路交通條例獲發牌的中型貨車或重型貨車停泊之用，而每個據此提供的停車位須闊3.5米及長11.0米，並有最少4.7米淨空高度。就此等條款而言，「中型貨車」及「重型貨車」根據道路交通條例定義；及

(iii) 兩個停車位，供根據獲發牌的電單車停泊之用，而每個據此提供的停車位須闊1.0米及長2.4米，並有最少2.4米淨空高度。

(b) 承批人須於於2025年2月27日或其他運輸署署長可能批准的日期或之前向運輸署署長提交或達致提交公眾停車場布局圖以供其書面批准，公眾停車場布局圖須標明停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區域及任何其他運輸署署長要求的範圍及空間之布局（下稱**「公眾停車場布局圖」**）。須根據此特別條款第(b)分條獲運輸署署長批准之公眾停車場布局圖而提供及布局停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區域及任何其他運輸署署長要求的範圍及空間，使運輸署署長在各方面滿意。承批人須根據此特別條款第(b)分條獲運輸署署長批准之公眾停車場布局圖維持停車位、迴旋處、泊車樓層或層之天花高度、進出通道、流通區及任何其他範圍及空間，未得運輸署署長事先書面同意，不得改動獲批准公眾停車場布局圖。

(c) 除經運輸署署長書面批准之車輛進出通道外，不得使用或經由任何車輛進出通道進出公眾停車場之泊車樓層。

(d) 公眾停車場內提供之每個停車位均須直接面向車輛通道或有充足之流通區域，致使任何汽車可經車輛通道或流通區域駛進或駛離每個停車位而不受阻礙。

(e) 公眾停車場之進出管制站、柵欄、繳費處及通道安排之位置須由運輸署署長事先書面批准。

(f) 公眾停車場布局之設計須使此特別條款第(a)分條所指的汽車進入公眾停車場時毋須於該地段外排隊或等候。

(g) 公眾停車場提供的所有停車位須於所有時間以時租、日租或月租形式，供所有公眾人士停泊汽車，惟汽車停泊連續多過一個曆月須獲運輸署署長事先書面批准。承批人須於所有時間內准許所有公眾人士自由進出及通過該地段之部分或任何在該地段上已建或擬建之一幢或多幢建築物，以進出公眾停車場或其任何部分。

(h) 就計算特別條款第(10)(c)條上規定的整體總樓面面積而言，位於地面層以下之公眾停車場及署長以其獨有酌情權認為合適的任何其他範圍或空間將不納入計算整體總樓面面積。就此等條款而言，署長就公眾停車場之整體總樓面面積的決定為最終決定並對承批人有約束力。

(i) 公眾停車場內提供的停車位不得用作根據此特別條款第(a)(i)、(a)(ii)及(a)(iii)分條分別規定的用途以外的任何其他用途，其中特別禁止公眾停車場或其任何部分用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(j) 批地文件雙方明確同意、聲明及規定，在向承批人施加此特別條款第(g)分條下的責任時，承批人並無意圖而政府亦無同意將公眾停車場或該地段任何部分撥供公眾通行。

(k) 批地文件雙方明確同意、聲明及規定，承批人在此特別條款第(g)分條下的責任並不會導致任何有關在《建築物(規劃)規例》第22(1)條或其修訂或替代法例或其他條文下額外上蓋面積或地積比率寬免或權利的期望或申索。為免生疑問，承批人明確放棄任何及所有有關《建築物(規劃)規例》第22(1)條或其修訂或替代法例下額外上蓋面積或地積比率或其寬免或相關權利的申索。

(l) 承批人須就與承批人、其受僱人、代理人、工人或承辦商因履行承批人於此特別條款下的責任所引起或引致而作出或沒有作出的任何事情有關，不論直接或間接所引起或與之有關的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序(不論任何及如何引致)，向政府作出彌償及使其獲得彌償。

(m) 在此協定的整個批租期內不論此等條款已獲遵從及符合之前或之後以使署長在各方面滿意，除非承批人是受限於此特別條款第(g)及(i)分條規定出租公眾停車場內的停車位，承批人不得轉讓、按揭、押記、出租、放棄管有或以其他方式處置公眾停車場或其任何部分或其中的任何權益(不論是以直接或間接保留、授予任何優先拒絕要約權、選擇權或授權書的方式或是以任何其他方法、安排或任何形式的文件)或就此等目的訂立任何協議，惟條件是直至建築事務監督根據《建築物條例》、其任何附屬規例及任何修訂法例發出涵蓋公眾停車場內與該等出租有關的停車位之佔用許可證或臨時佔用許可證之後，承批人才可開始出租該等停車位。

(n) 承批人(就此特別條款而言，「承批人」一詞不包括承批人之受讓人)須當公眾停車場符合此特別條款第(a)分條完工(署長就此所作之決定為最終決定並對承批人有約束力)時自費開始營運公眾停車場，及其後於此協定的批租期內的所有時間，以各方面依據一切有關公眾停車場及公眾停泊汽車及現時或任何時候在香港生效的條例、附屬法例及規例，繼續運作、維持、保養、維修、處理及管理公眾停車場及其所有構成或附屬部分，以使運輸署署長滿意。」

(ii) 公契相關條文

第1條(定義)

「「停車場」指房協範圍於地庫二層、地庫一層及地下擬供汽車、電單車及客貨車進出、停泊及上落客貨之用的地庫二層、地庫一層及地下之部分，並在公契夾附圖則之地庫二層平面圖、地庫一層平面圖及地下平面圖上以綠色加黑交叉斜線顯示的部分(以資識別)，包括

…

(b) 公眾停車場；

…

「公眾停車場」指特別條款第(61)(a)條於發展項目提供之公眾停車場及包括：

(a) 根據特別條款第(61)(a)(i)條提供之26個供汽車停泊的停車位，並在公契夾附圖則之地庫一層平面圖上以「PVP01」至「PVP26」標示及以綠色加黑交叉斜線顯示的部分(以資識別)；

(b) 根據特別條款第(61)(a)(ii)條提供之5個供中型貨車或重型貨車停泊的停車位，並在公契夾附圖則之地庫一層平面圖上以「HGV41」至「HGV45」標示及以綠色加黑交叉斜線顯示的部分(以資識別)；及

(c) 根據特別條款第(61)(a)(iii)條提供之兩個供電單車停泊的停車位，並在公契夾附圖則之地庫一層平面圖上以「M01」至「M02」標示及以綠色加黑交叉斜線顯示的部分(以資識別)；

包括可供電動汽車充電之設施(如有)及專門服務該等停車位的已安裝或擬安裝之相關裝置；」

第4.10條

「業主與停車場有關之責任

(a) 當第一業主擁有所有停車位時，第一業主須自費負責管理及保養停車場。

(b) 倘若多位業主共同擁有停車位，受限於相關之副公契條款，與根據上述第4.9(c)條所指定為房協公用地方與設施的停車場部分之有關開支將由不同業主以以下方式分擔：

(i) 所有業主(停車位業主除外)須按所有訪客停車位的整體總樓面面積佔所有停車位、訪客停車位、資助出售房屋上落客貨停車位、商業傷殘人士停車位、商業上落客貨停車位、公共租住房屋上落客貨停車位及公眾停車場之停車位的整體總樓面面積之比例分擔該等開支；

(ii) 資助出售房屋業主(按此第4.10條第(b)(i)分條所須分擔之外)須按所有資助出售房屋上落客貨停車位的整體總樓面面積佔所有停車位、訪客停車位、資助出售房屋上落客貨停車位、商業傷殘人士停車位、商業上落客貨停車位、公共租住房屋上落客貨停車位及公眾停車場之停車位的整體總樓面面積之比例分擔該等開支；及

(iii) 房協範圍業主(按此第4.10條第(b)(i)分條所須分擔之外(如適用))須按相關之副公契條文分擔該等開支之餘下比例，惟在任何情況下，不得要求房協範圍業主分擔不合比例之部分。

(c) 即使本公契另有規定，第一業主作為公眾停車場業主須符合特別條款第(61)(g)、(i)、(l)、(m)及(n)條並負責所有與公眾停車場有關之開支。」

第3附表第B部第1條

「每位業主根據以下持有其單位：

批地文件。批地文件保留予政府、公眾人士及其他人士或個體之任何權利，包括但不限於根據特別條款第(61)(g)條下公眾通過往來公眾停車場之通行權。」

[第7附表第16(c)條

「進入權

(c) 〔管理人有權力〕在任何合理時間內經合理通知後(除於緊急情況下則毋須通知可於任何時候進入)不論是否隨同工人、是否備有設備或物料)自由及毋須支付任何性質之費用進入地庫一層公眾停車場之部分，以通過進出及往來任何公用地方與設施，及管理人或其員工、代理人或承辦商在行使本第16(c)條之權利時因疏忽、蓄意或犯罪行為或忽略而造成任何損害，管理人須自費修補損害及承擔任何法律責任。」]

3. 泊車位資訊系統範圍及設施

(i) 批地文件相關條文

特別條款第(57)條

「(a) 承批人須：

(i) 自費向運輸署署長提交或達致提交一份或多份圖則以供其書面批准，該圖則或該等圖則須顯示被指定用作容納該等將會提供及安裝在該地段上任何建築物、構築物或樓面空間之內、之上或之中用以提交與以下停車位有關及有聯繫的資料之設施、裝置及設備(下稱**「設施、裝置及設備」**)的範圍或空間的位置和尺寸(以下統稱**「泊車位資訊系統範圍」**)，該圖則或該等圖則須載有運輸署署長以其獨有及絕對酌情權要求或指定的該等資料：

(I) 根據特別條款第(38)(c)、(38)(g)及(39)(a)(i)至(iv)條(可分別根據特別條款第(63)條變更)提供的停車位；

(II) 倘若於該地段內提供或擬提供之停車位數目不少於10個，根據特別條款第(38)(b)(iii)條(可根據特別條款第(63)條變更)提供之停車位；

(III) 根據特別條款第(61)(a)(i)至(iii)條於公眾停車場供汽車停泊之停車位

包括但不限於根據此特別條款第(b)分條而須提供的空置汽車停車位的數目和種類的資料(以下統稱**「泊車位資訊」**)。在該地段內不得展開任何建築工程(地盤平整工程除外)，直至獲得該等批准為止。就此特別條款而言，「建築工程」及「地盤平整工程」根據《建築物條例》、其任何附屬規例及任何修訂法例定義；

(ii) 須於2026年6月30日或其他署長可能批准的日期或之前，承批人自費以運輸署署長在各方面滿意的方式根據此特別條款第(a)(i)分條獲批准的該圖則或該等圖則進行及完成泊車位資訊系統範圍的工程，且承批人自費提供及安裝設施、裝置及設備，及其後須在此協定的整個批租期內所有時間自費保養泊車位資訊系統範圍與設施、裝置及設備以保持其修繕妥當及良好狀態，以履行承批人在此特別條款第(b)分條下的責任，及以使運輸署署長在各方面滿意；及

(iii) 在此協定的整個批租期內所有合理時間准許運輸署署長、署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士，不論是否備有工具、設備、機械、機器或汽車，有權免費、自由及不受限制進入、離開及再進入該地段或其任何部分及任何在該地段上已建或擬建之建築物以視察、檢查及監督為履行此特別條款第(a)(ii)分條而進行的任何工程。

(b) 承批人須從由運輸署署長決定並以書面指定的日期開始(運輸署署長為此的決定為最終決定並對承批人有約束力)及其後在此協定的整個批租期內所有時間，以運輸署署長不時要求或書面指明之格式及時間及間距(運輸署署長為此的決定為最終決定並對承批人有約束力)自費向運輸署署長提交或達至提交泊車位資訊，以使運輸署署長在各方面滿意。

(c) 承批人現：

(i) 同意運輸署署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士以其

獨有及絕對酌情權處理、使用及複印泊車位資訊及同意運輸署署長以其獨有及絕對酌情權認為恰當之格式及途徑披露及傳布泊車位資訊（不論是原始或經處理）至任何政府部門或第三方（不論個人、商號、法人團體、公眾人士或其他組織）供政府部門或第三方作搜索、查閱、複印、列印、傳布、利用、分析、研究泊車位資訊或將泊車位資訊作其他用途。

(ii) 接受及確認運輸署署長、政府、其人員、承辦商、代理人、工人及任何獲以上人士授權之其他人士行使其獨有及絕對酌情權及有權決定是否行使此特別條款第(c)(i)分條所賦予之權利處理、使用或複印泊車位資訊或以任何格式及以任何途徑披露及傳布泊車位資訊（不論是原始或經處理）至任何政府部門或第三方。

(d) 對於履行或未能履行承批人在此特別條款第(a)及(b)分條之任何責任；泊車位資訊之任何遺漏或錯誤；對於根據此特別條款第(b)分條承批人與提交泊車位資訊有關的任何遺漏、錯誤、疏忽或失責；對於運輸署署長、署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士在行使此特別條款第(a)(iii)及(c)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此特別條款第(c)分條就泊車位資訊進行的搜索、查閱、複印、列印、傳布、利用、分析、研究或其他用途，政府毋須就因此而不論直接或間接所引起、與之有關或引致而對承批人或任何其他人士造成或蒙受的任何損失、損害、滋擾或侵擾（不論任何或如何引致）承擔任何法律責任，且承批人亦不得就任何該等損失、損害、滋擾或侵擾向政府索償。

(e) 對於履行或未能履行承批人在此特別條款第(a)及(b)分條之任何責任；泊車位資訊之任何遺漏或錯誤；對於根據此特別條款第(b)分條承批人與提交泊車位資訊有關的任何遺漏、錯誤、疏忽或失責；對於運輸署署長、署長、政府、其人員、承辦商、代理人、工人或任何獲以上人士授權之其他人士在行使此特別條款第(a)(iii)分條所賦予的酌情權與權利，承批人須就因此而不論直接或間接所引起、與之有關或引致的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何及如何引致），向政府作出彌償及使其獲得彌償。

(f) 泊車位資訊系統範圍須被指定為並構成公用地方的一部分。」

(ii) 公契相關條文

「**「停車場」**指房協範圍於地庫二層、地庫一層及地下擬供汽車、電單車及客貨車進出、停泊及上落客貨之用的地庫二層、地庫一層及地下之部分，並在公契夾附圖則之地庫二層平面圖、地庫一層平面圖及地下平面圖上以綠色加黑交叉斜線顯示的部分（以資識別），包括

…

(f) 泊車位資訊系統範圍及設施；

…

「泊車位資訊系統範圍及設施」指特別條款第(57)(a)(i)條所指及定義的「泊車位資訊系統範圍」及任何於其內或其上提供及安裝的「設施、裝置及設備」；」

第4.9(c)(vii)條

「房協範圍業主的責任

(c) 在不影響及不局限署長批准副公契的權力一般性原則下，倘若批地文件可批准之任何分割及轉讓房協範圍（或其任何部分）在造成或獲得任何為此相關限制轉讓而必須作之修訂、變更或豁免之後，受限於財政司司長法團、其承租人、租客、被許可人及獲財政司司長法團授權的人士及政府樓宇當其時的業主及佔用人於第6附表下享有的權利，如有需要以下為房協範圍相關分割部分不同單位業主、佔用人、被許可人或受邀人提供或安裝之範圍及設施須被指定為此第4.9條(b)分條所指的相關副公契下之房協公用地方與設施一部分：

(vii) 整個停車場（不包括停車位及公眾停車場）；」

第4.10條

「業主與停車場有關之責任

(a) 當第一業主擁有所有停車位時，第一業主須自費負責管理及保養停車場。

(b) 倘若多位業主共同擁有停車位，受限於相關之副公契條款，與根據上述第4.9(c)條所指定為房協公用地方與設施的停車場部分之有關開支將由不同業主以以下方式分擔：

(i) 所有業主（停車位業主除外）須按所有訪客停車位的整體總樓面面積佔所有停車位、訪客停車位、資助出售房屋上落客貨停車位、商業傷殘人士停車位、商業上落客貨停車位、公共租住房屋上落客貨停車位及公眾停車場之停車位的整體總樓面面積之比例分擔該等開支；

(ii) 資助出售房屋業主（按此第4.10條第(b)(i)分條所須分擔之外）須按所有資助出售房屋上落客貨停車位的整體總樓面面積佔所有停車位、訪客停車位、資助出售房屋上落客貨停車位、商業傷殘人士停車位、商業上落客貨停車位、公共租住房屋上落客貨停車位及公眾停車場之停車位的整體總樓面面積之比例分擔該等開支；及

(iii) 房協範圍業主（按此第4.10條第(b)(i)分條所須分擔之外（如適用））須按相關之副公契條文分擔該等開支之餘下比例，惟在任何情況下，不得要求房協範圍業主分擔不合比例之部分。

(c) 即使本公契另有規定，第一業主作為公眾停車場業主須符合特別條款第(61)(g)、(i)、(l)、(m)及(n)條並負責所有與公眾停車場有關之開支。」

B. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施

1. 物件

(i) 批地文件相關條文

特別條款第(24)條

「(a) 受限於特別條款第(35)(a)(iv)(l)條提述由財政司司長法團作出的任何供款，承批人須於整個在此協定的批租期內自費保養以下物件（下稱「物件」）使署長在各方面滿意：

(i) 政府樓宇的外部裝修物料及政府樓宇的及其中、周圍、其內、其上及其下的一切牆、支柱、橫樑、天花板、天台樓板、行車道或地台樓板的結構及任何其他結構件；

(ii) 服務政府樓宇和該地段的發展項目餘下部分的所有升降機、扶手電梯及樓梯；

(iii) 構成服務政府樓宇和該地段的發展項目餘下部分之系統一部分的所有屋宇裝備裝置、機械及設備（包括但不限於攜帶式和固定消防裝置設備）；

(iv) 所有政府樓宇下之結構樓板連同其內及其下的排水系統；及

(v) 服務政府樓宇和該地段的發展項目餘下部分的所有其他公用部分及設施。

(b) 承批人須就因其未能保養物件而不論直接或間接所引起或導致的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何形式及如何引致），向政府和財政司司長法團作出彌償及使其獲得彌償。

(c) 僅就此特別條款而言，「承批人」一詞不包括財政司司長法團。」

(ii) 公契相關條文

第1條（定義）

「**「發展項目公用地方與設施」**指該等提供或安裝予不同資助出售房屋單位及房協範圍之業主、佔用人、被許可人或受邀人共同使用及享用的公用地方與設施（不論該部分是否同時提供或安裝予政府樓宇之業主、佔用人、被許可人或受邀人共同使用及享用），包括：

…

(o) 物件（構成政府樓宇、房協範圍或資助出售房屋公用地方與設施（如有）一部分之範圍除外）；

…

「房協範圍」指發展項目之住宅及非住宅部分並在公契夾附圖則上以綠色、綠色加黑點、綠色加黑虛線、綠色加黑點黑虛線、綠色加黑斜線及綠色加黑交叉斜線顯示（以資識別）（定義內統稱為**「綠色範圍」**）且其佔用權屬其獲分配不分割份數之業主，包括：

…

(q) 物件（構成發展項目公用地方與設施、政府樓宇或資助出售房屋公用地方與設施（如有）一部分之範圍除外）；

但不包括：

(r) 任何位於綠色範圍內而非專服務綠色範圍或其任何部分（除非於此定義第(q)條已包括）之導管；」

「物件」指特別條款第(24)(a)條所指及定義的「物件」，即：

(a) 政府樓宇的外部裝修物料及政府樓宇的及其中、周圍、其內、其上及其下的一切牆、支柱、橫樑、天花板、天台樓板、行車道或地台樓板的結構及任何其他結構件；

(b) 服務政府樓宇和發展項目餘下部分的所有升降機、扶手電梯及樓梯；

(c) 構成服務政府樓宇和發展項目餘下部分之系統一部分的所有屋宇裝備裝置、機械及設備（包括但不限於攜帶式和固定消防裝置設備）；

(d) 所有政府樓宇下之結構樓板連同其內及其下的排水系統；及

(e) 服務政府樓宇和發展項目餘下部分的所有其他公用部分及設施。

「資助出售房屋公用地方與設施」指該等提供或安裝予不同資助出售房屋單位之業主、佔用人、被許可人或受邀人共同使用及享用的公用地方與設施（不論是否惠及政府樓宇之業主、租客、佔用人、被許可人或受邀人），包括：

…

(w) 物件（構成發展項目公用地方與設施、政府樓宇或房協範圍（如有）一部分之範圍除外）；」

第8.10條

「物件

(a) 管理人須管理及保養物件（除構成房協範圍一部分之範圍外）。業主（政府樓宇業主除外）須就因業主（政府樓宇業主除外）及管理人未能管理及保養物件（構成房協範圍一部分以外之物件）而不論直接或間接所引起或導致的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何性質及如何引致），向財政司司長法團和政府作出彌償及使其獲得彌償。

(b) 房協範圍業主須管理及保養構成房協範圍一部分之物件。房協範圍業主須就因其未能管理及保養物件之該等部分而不論直接或間接所引起或導致的一切責任、索償、損失、損害賠償、開支、支出、費用、要求、訴訟及法律程序（不論任何性質及如何引致），向作為政府樓宇業主之財政司司長法團和政府作出彌償及使其獲得彌償。」

2. 公眾停車場

(i) 批地文件相關條文

見上文第A2(i)段。

(ii) 公契相關條文

見上文第A2(ii)段。

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

不適用

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

不適用

就以上第A、B、C及D段提述的供公眾使用的任何該等設施及休憩用地，及土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據（視屬何情況而定）使用該等設施或休憩用地，或土地中的該等部分。

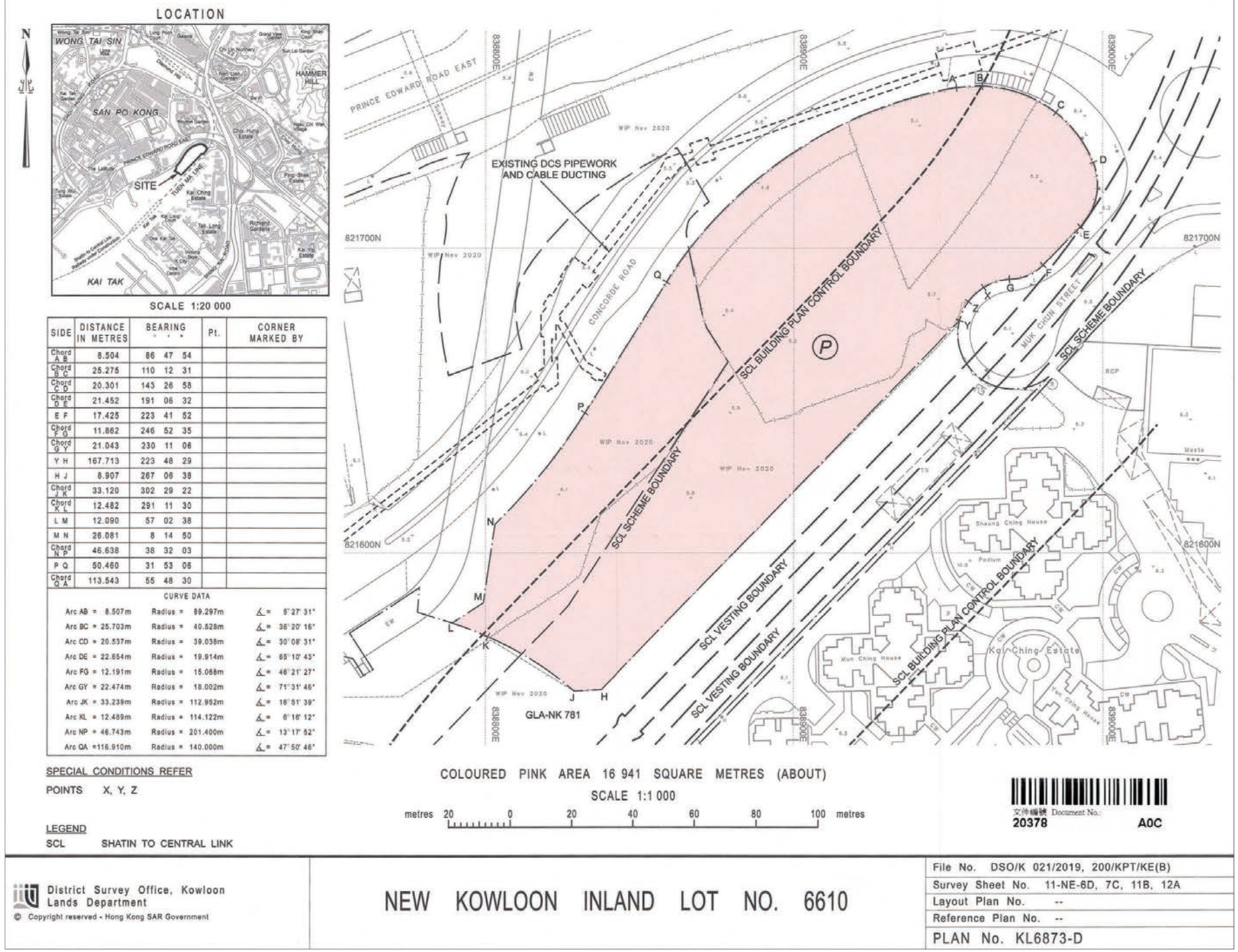
就以上第B或C段提述的任何該等設施及休憩用地，按規定須由期數中的住宅物業的擁有人出資管理、營運或維持，及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地的部分開支。

備註：

在本章節中，所有對「特別條款」的提述均為對批地文件的特別條款的提述，而「公契」則指發展項目的公契及管理協議的最新擬稿。

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

The plan annexed to the Land Grant:
批地文件的附圖：



SIDE	DISTANCE IN METRES	BEARING ° ' "	Pt.	CORNER MARKED BY
Chord A B	8.504	86 47 54		
Chord B C	25.275	110 12 31		
Chord C D	20.301	143 26 58		
Chord D E	21.452	191 06 32		
E F	17.425	223 41 52		
Chord F G	11.862	246 52 35		
Chord G Y	21.043	230 11 06		
Y H	167.713	223 48 29		
H J	8.907	267 06 38		
Chord J K	33.120	302 29 22		
Chord K L	12.482	291 11 30		
L M	12.090	57 02 38		
M N	26.081	8 14 50		
Chord N P	46.638	38 32 03		
P Q	50.460	31 53 06		
Chord Q A	113.543	55 48 30		

CURVE DATA

Arc AB = 8.507m	Radius = 89.297m	∠ = 5° 27' 31"
Arc BC = 25.703m	Radius = 40.528m	∠ = 36° 20' 16"
Arc CD = 20.537m	Radius = 39.038m	∠ = 30° 08' 31"
Arc DE = 22.654m	Radius = 19.914m	∠ = 65° 10' 43"
Arc FG = 12.191m	Radius = 15.068m	∠ = 46° 21' 27"
Arc GY = 22.474m	Radius = 18.002m	∠ = 71° 31' 46"
Arc JK = 33.239m	Radius = 112.952m	∠ = 16° 51' 39"
Arc KL = 12.489m	Radius = 114.122m	∠ = 6° 16' 12"
Arc NP = 46.743m	Radius = 201.400m	∠ = 13° 17' 52"
Arc QA = 116.910m	Radius = 140.000m	∠ = 47° 50' 46"

SPECIAL CONDITIONS REFER
POINTS X, Y, Z

LEGEND
SCL SHATIN TO CENTRAL LINK

District Survey Office, Kowloon
Lands Department
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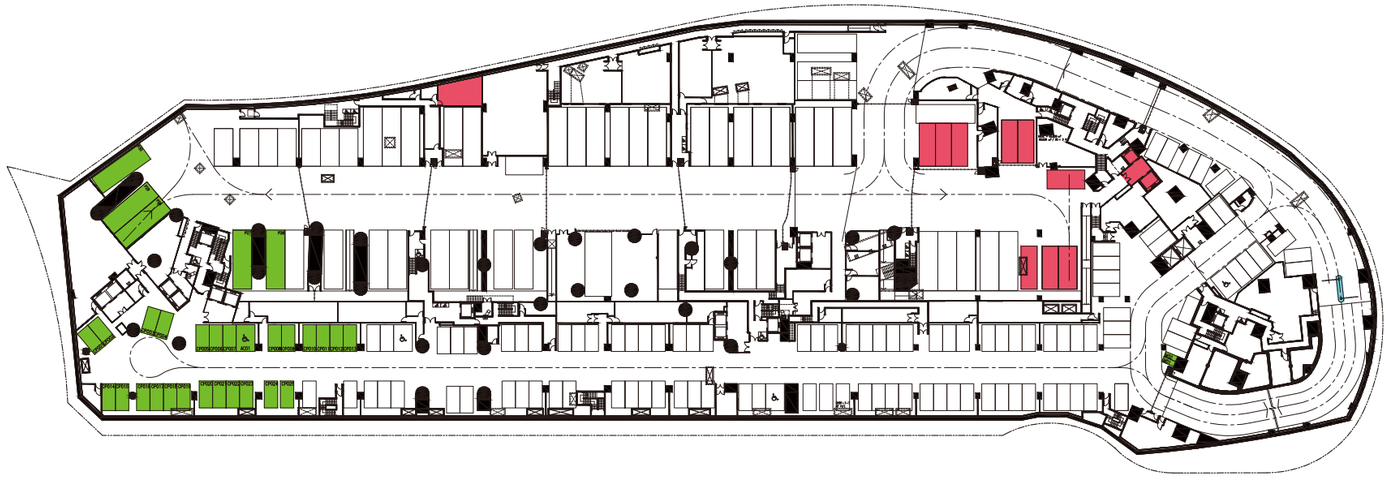
NEW KOWLOON INLAND LOT NO. 6610

File No. DSO/K 021/2019, 200/KPT/KE(B)
Survey Sheet No. 11-NE-6D, 7C, 11B, 12A
Layout Plan No. --
Reference Plan No. --
PLAN No. KL6873-D

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

B1/F
地庫1樓

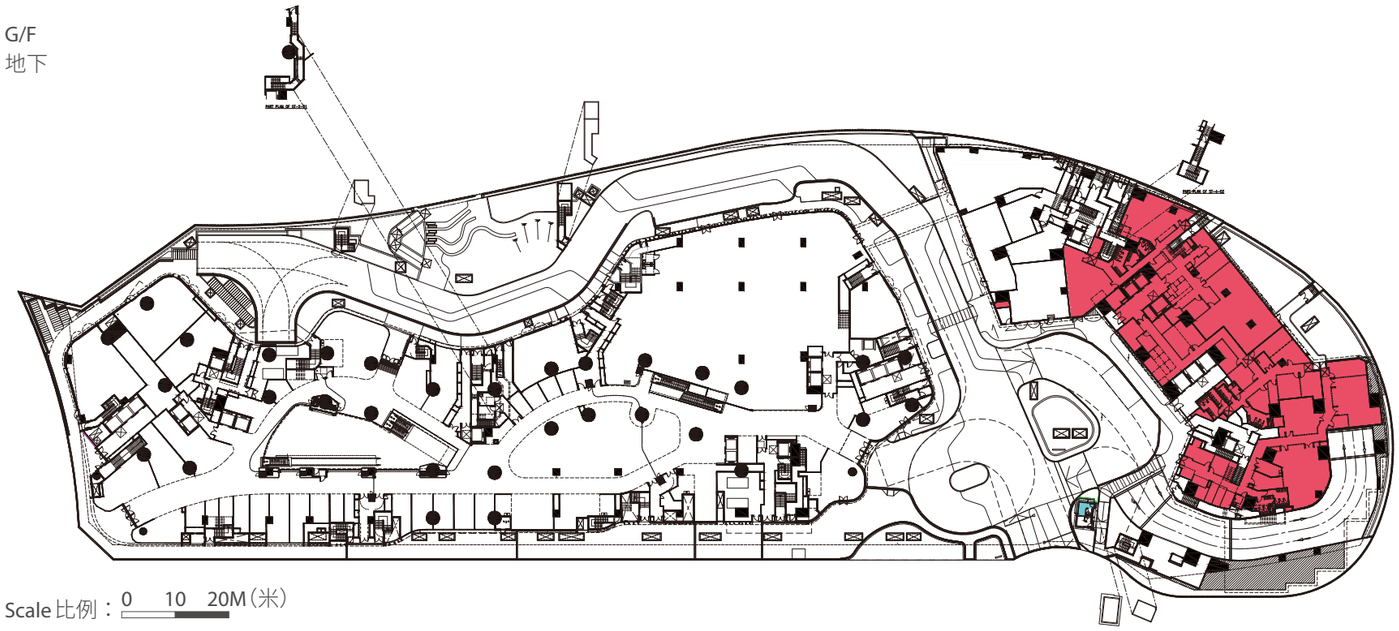


Scale 比例：0 10 20M（米）

Legend 圖例

- Parking Information System Area and Facilities
  泊車位資訊系統範圍及設施
- Government Accommodation
  政府樓宇
- Public Vehicle Park
  公眾停車場

G/F
地下



Scale 比例：0 10 20M（米）

Legend 圖例

- Parking Information System Area and Facilities
  泊車位資訊系統範圍及設施
- Government Accommodation
  政府樓宇

Note:

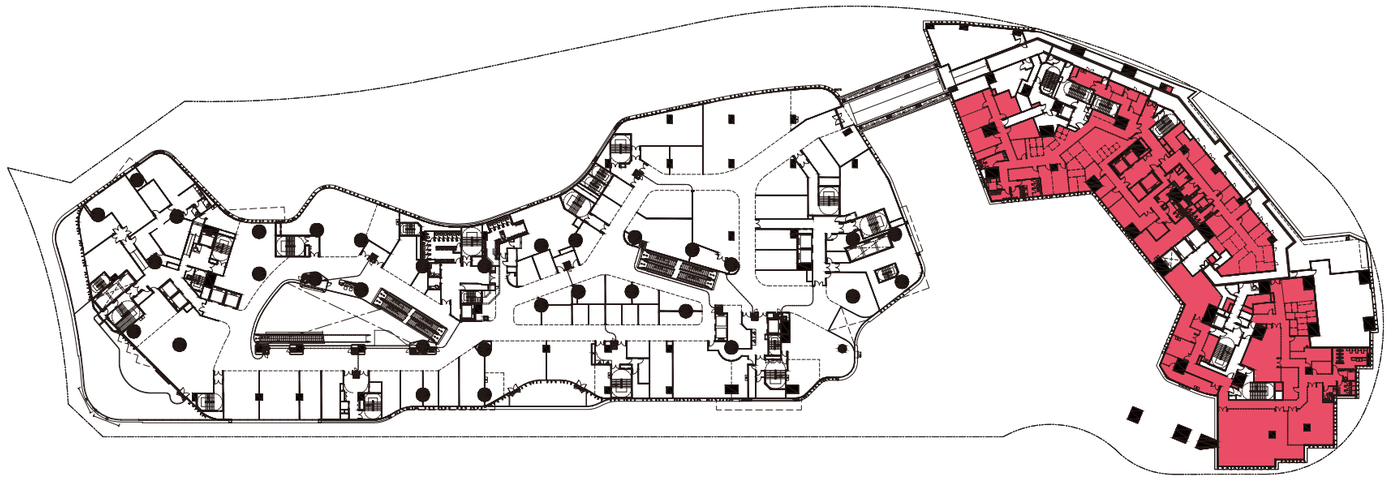
The plan(s) above is/are for showing the location of "Government Accommodation", "Public Vehicle Park" and "Parking Information System Area and Facilities" only. Other matters shown in the plan(s) may not reflect their latest conditions.

備註：

上圖僅作顯示「政府樓宇」、「公眾停車場」及「泊車位資訊系統範圍及設施」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

UG (Retail Portion) / 1/F (Government Accommodation Portion)
地上一層（商業部分）/ 1樓（政府樓宇部分）



Scale 比例：0 10 20M（米）

Legend 圖例

Government Accommodation
政府樓宇

1/F (Retail Portion) / 2/F (Government Accommodation Portion)
1樓（商業部分）/ 2樓（政府樓宇部分）

Scale 比例：0 10 20M（米）

Legend 圖例

Government Accommodation
政府樓宇

Note:

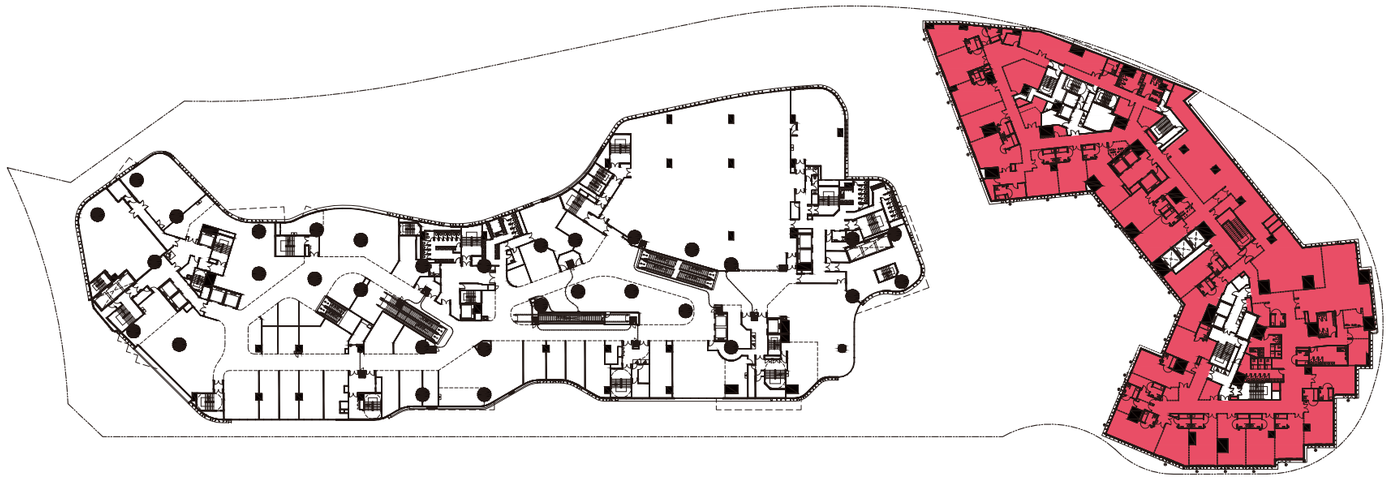
The plan(s) above is/are for showing the location of "Government Accommodation", "Public Vehicle Park" and "Parking Information System Area and Facilities" only. Other matters shown in the plan(s) may not reflect their latest conditions.

備註：

上圖僅作顯示「政府樓宇」、「公眾停車場」及「泊車位資訊系統範圍及設施」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

2/F (Retail Portion) / 3/F (Government Accommodation Portion)
2樓（商業部分）/ 3樓（政府樓宇部分）



Scale 比例：0 10 20M（米）

Legend 圖例

Government Accommodation
政府樓宇

Note:

The plan(s) above is/are for showing the location of "Government Accommodation", "Public Vehicle Park" and "Parking Information System Area and Facilities" only. Other matters shown in the plan(s) may not reflect their latest conditions.

備註：

上圖僅作顯示「政府樓宇」、「公眾停車場」及「泊車位資訊系統範圍及設施」的位置。圖中所示之其他事項未必能反映其最新狀況。

18 WARNING TO PURCHASERS
對買方的警告

(a) The purchaser is hereby 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) above, 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) 謹此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：

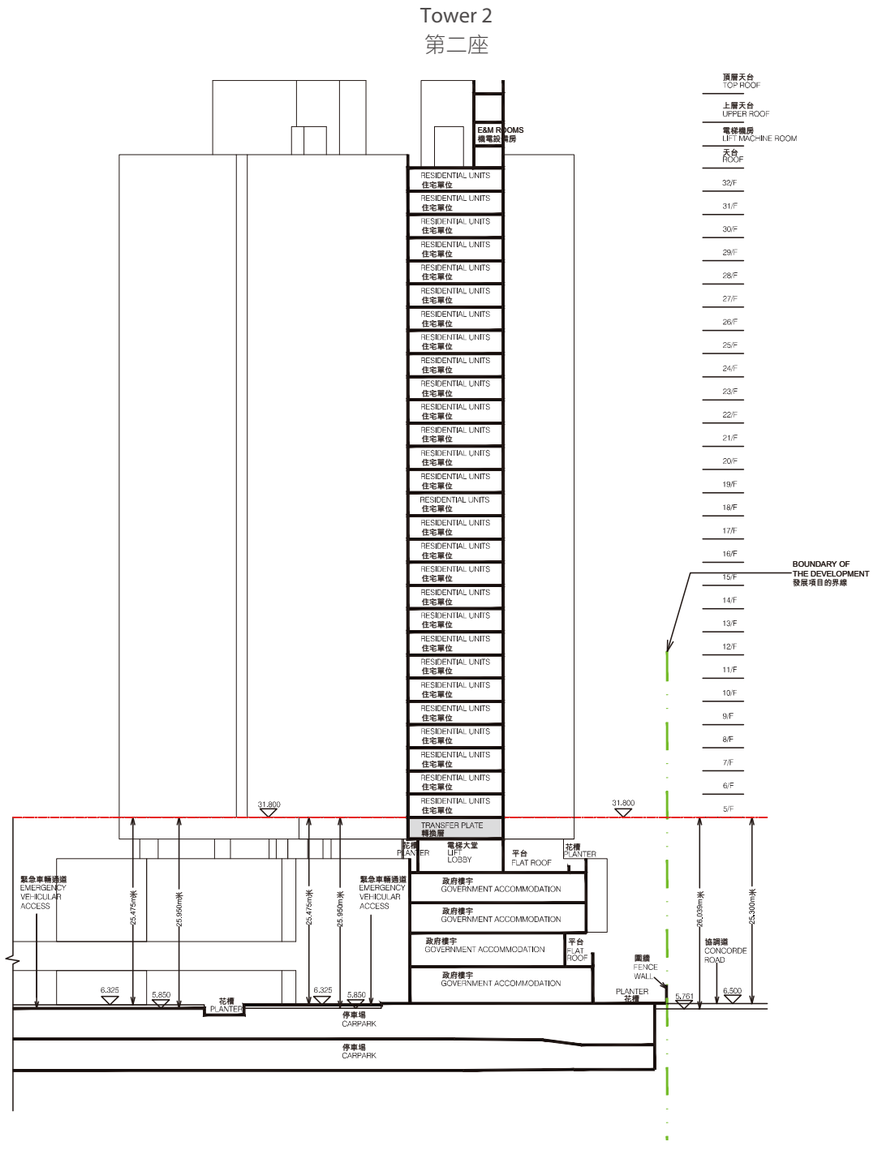
  (i) 該律師事務所可能不能夠保障買方的利益；及

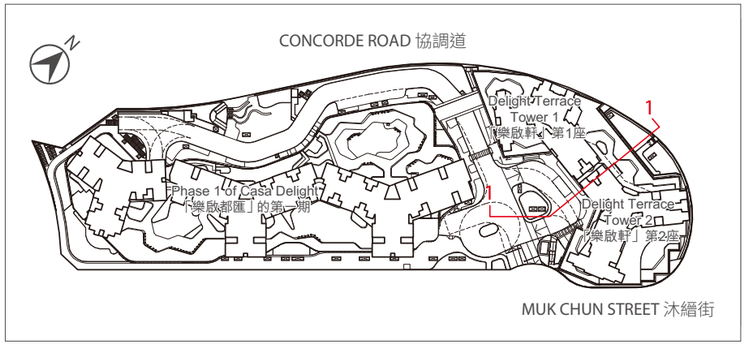
  (ii) 買方可能要聘用一間獨立的律師事務所。

(d) 如屬上述(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 1-1
橫截面圖 1-1





KEY PLAN 索引圖

Legend 圖例

- Red line denotes the lowest residential floor of the building
  紅線為最低住宅樓層水平
- Height in meters above Hong Kong Principal Datum (HKPD)
  代表香港主水平基準以上高度（米）
- Boundary of the Development
  發展項目的界線

1. The part of Concorde Road adjacent to the building (Tower 2) is 5.761 metres to 6.500 metres above the Hong Kong Principal Datum.
2. The part of Emergency Vehicular Access adjacent to the building (Tower 2) is 5.850 metres to 6.325 metres above the Hong Kong Principal Datum.
3. The part of Emergency Vehicular Access adjacent to the building (Tower 2) is 5.850 metres to 6.325 metres above the Hong Kong Principal Datum.

Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

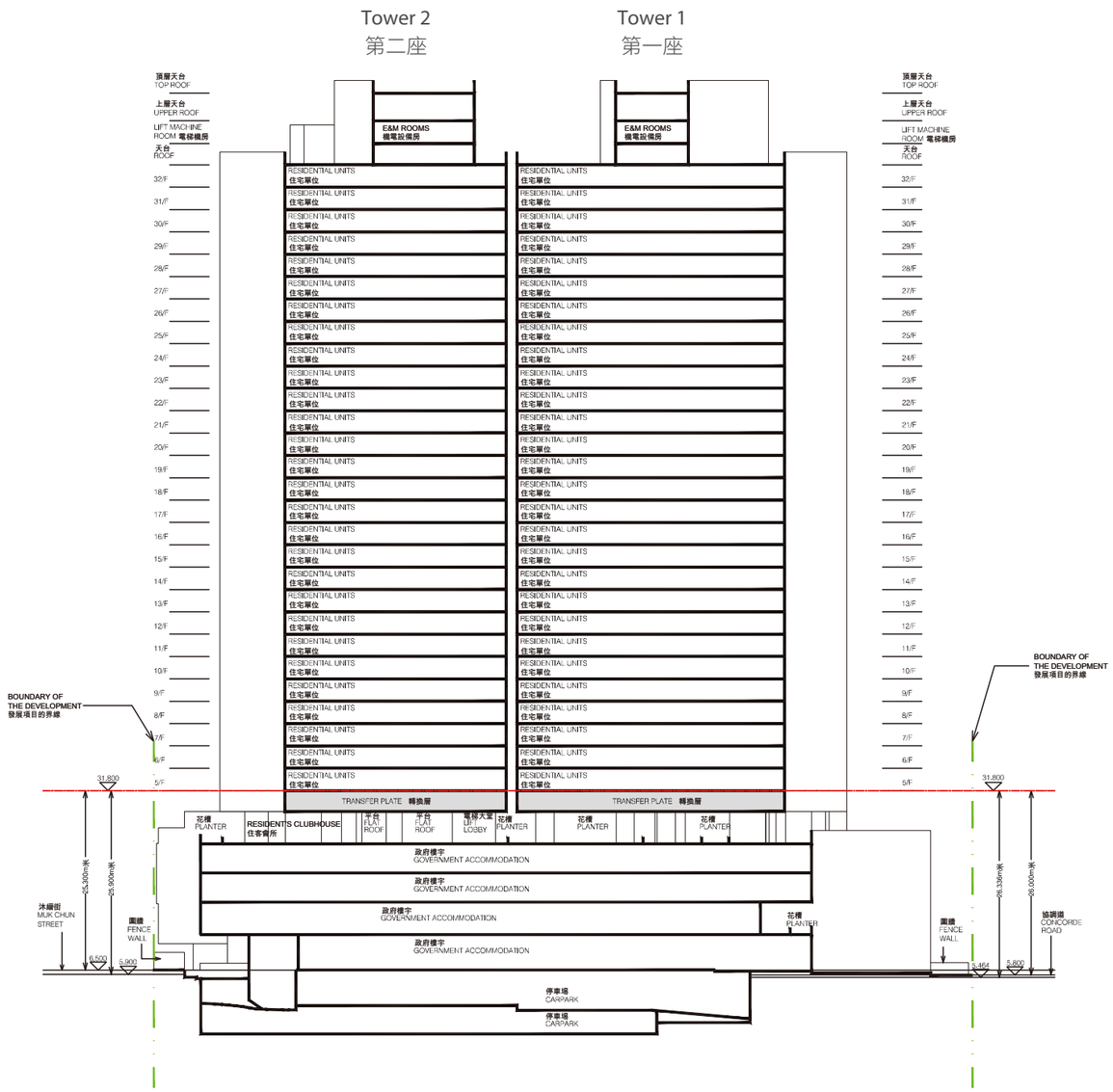
1. 毗連建築物（第二座）的一段協調道為香港主水平基準以上5.761米至6.500米。
2. 毗連建築物（第二座）的一段緊急車輛通道為香港主水平基準以上5.850米至6.325米。
3. 毗連建築物（第二座）的一段緊急車輛通道為香港主水平基準以上5.850米至6.325米。

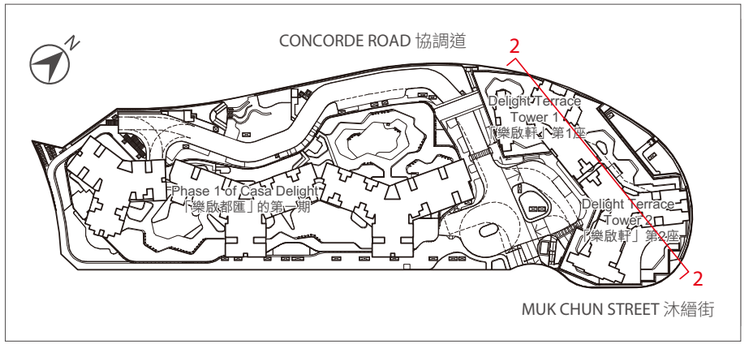
備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

CROSS-SECTION PLAN 2-2
橫截面圖 2-2





KEY PLAN 索引圖

Legend 圖例

- Red line denotes the lowest residential floor of the building
  紅線為最低住宅樓層水平
- Height in meters above Hong Kong Principal Datum (HKPD)
  代表香港主水平基準以上高度（米）
- Boundary of the Development
  發展項目的界線

1. The part of Concorde Road adjacent to the building (Tower 1) is 5.464 metres to 5.800 metres above the Hong Kong Principal Datum.
2. The part of Muk Chun Street adjacent to the building (Tower 2) is 5.900 metres to 6.500 metres above the Hong Kong Principal Datum.

Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

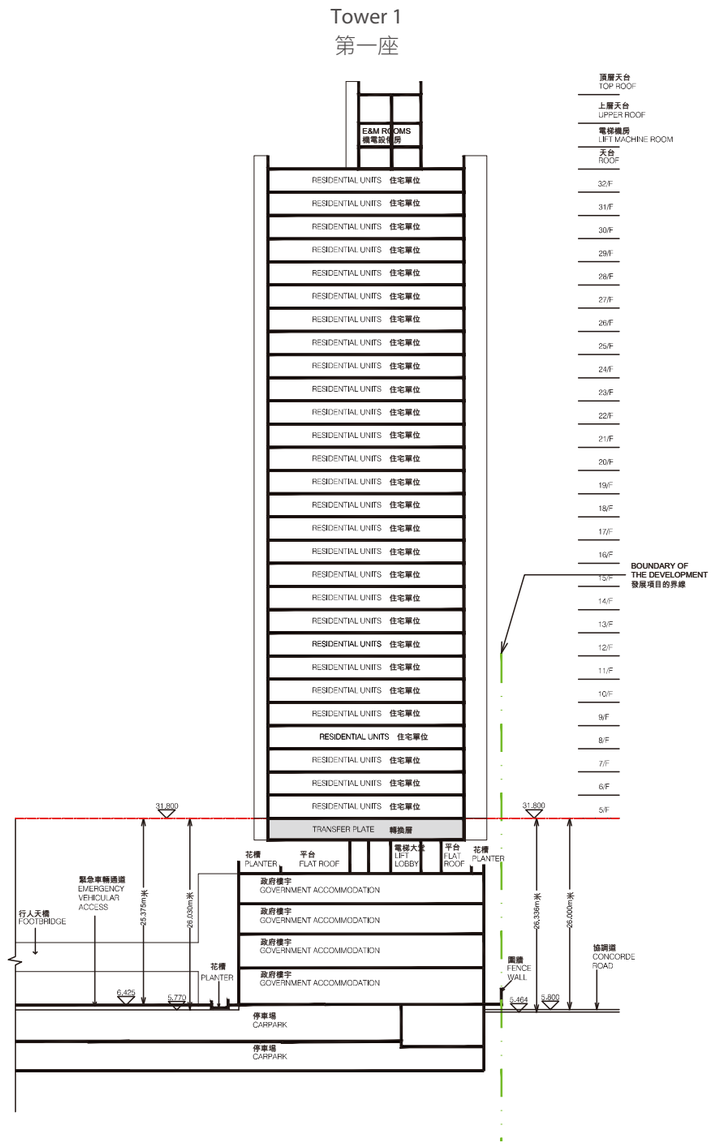
1. 毗連建築物（第一座）的一段協調道為香港主水平基準以上5.464米至5.800米。
2. 毗連建築物（第二座）的一段沐縉街為香港主水平基準以上5.900米至6.500米。

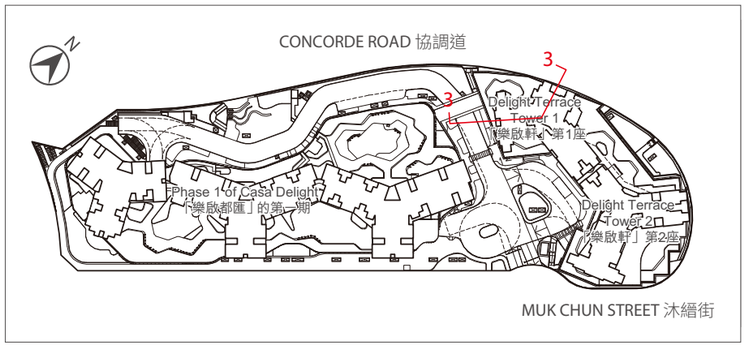
備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

CROSS-SECTION PLAN 3-3
橫截面圖3-3





KEY PLAN 索引圖

Legend 圖例

- Red line denotes the lowest residential floor of the building
  紅線為最低住宅樓層水平
- Height in meters above Hong Kong Principal Datum (HKPD)
  代表香港主水平基準以上高度（米）
- Boundary of the Development
  發展項目的界線

1. The part of Concorde Road adjacent to the building (Tower 1) is 5.464 metres to 5.800 metres above the Hong Kong Principal Datum.
2. The part of Emergency Vehicular Access adjacent to the building (Tower 1) is 5.770 metres to 6.425 metres above the Hong Kong Principal Datum.

Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

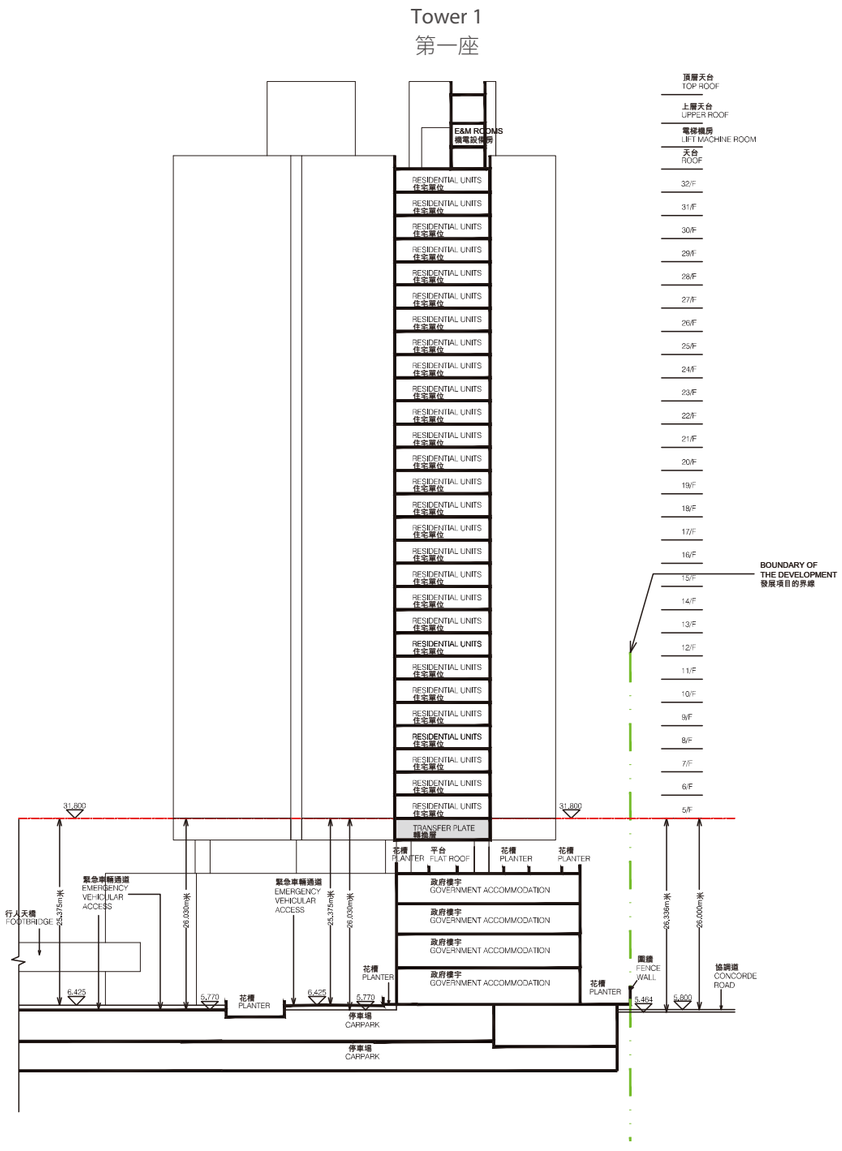
1. 毗連建築物（第一座）的一段協調道為香港主水平基準以上5.464米至5.800米。
2. 毗連建築物（第一座）的一段緊急車輛通道為香港主水平基準以上5.770米至6.425米。

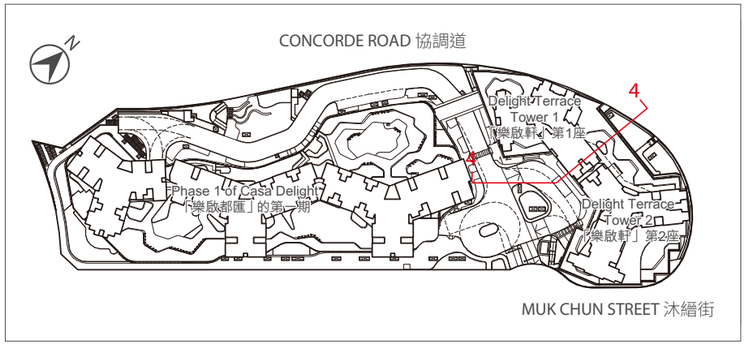
備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

CROSS-SECTION PLAN 4-4
橫截面圖 4-4





KEY PLAN 索引圖

Legend 圖例

- Red line denotes the lowest residential floor of the building
  紅線為最低住宅樓層水平
- Height in meters above Hong Kong Principal Datum (HKPD)
  代表香港主水平基準以上高度（米）
- Boundary of the Development
  發展項目的界線

1. The part of Concorde Road adjacent to the building (Tower 1) is 5.464 metres to 5.800 metres above the Hong Kong Principal Datum.
2. The part of Emergency Vehicular Access adjacent to the building (Tower 1) is 5.770 metres to 6.425 metres above the Hong Kong Principal Datum.
3. The part of Emergency Vehicular Access adjacent to the building (Tower 1) is 5.770 metres to 6.425 metres above the Hong Kong Principal Datum.

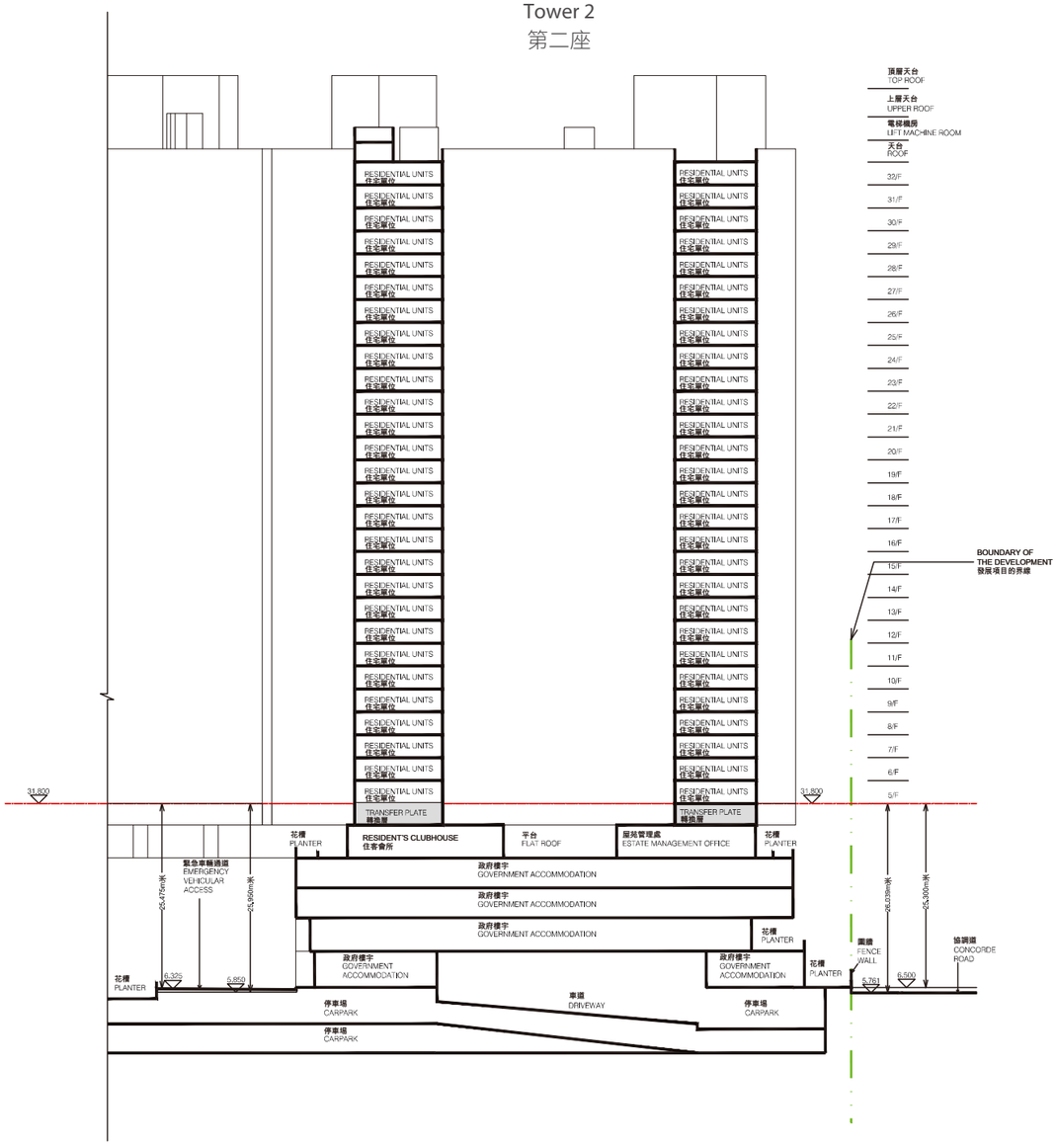
The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

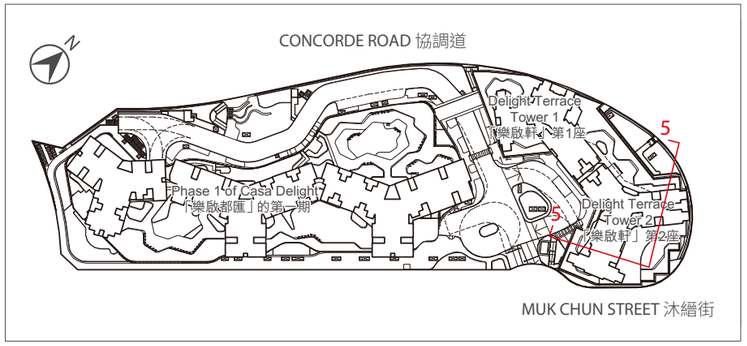
1. 毗連建築物（第一座）的一段協調道為香港主水平基準以上5.464米至5.800米。
2. 毗連建築物（第一座）的一段緊急車輛通道為香港主水平基準以上5.770米至6.425米。
3. 毗連建築物（第一座）的一段緊急車輛通道為香港主水平基準以上5.770米至6.425米。

備註：
期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

CROSS-SECTION PLAN 5-5
橫截面圖 5-5





KEY PLAN 索引圖

Legend 圖例

- Red line denotes the lowest residential floor of the building
  紅線為最低住宅樓層水平
- Height in meters above Hong Kong Principal Datum (HKPD)
  代表香港主水平基準以上高度 (米)
- Boundary of the Development
  發展項目的界線

1. The part of Concorde Road adjacent to the building (Tower 2) is 5.761 metres to 6.500 metres above the Hong Kong Principal Datum.
2. The part of Emergency Vehicular Access adjacent to the building (Tower 2) is 5.850 metres to 6.325 metres above the Hong Kong Principal Datum.

Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

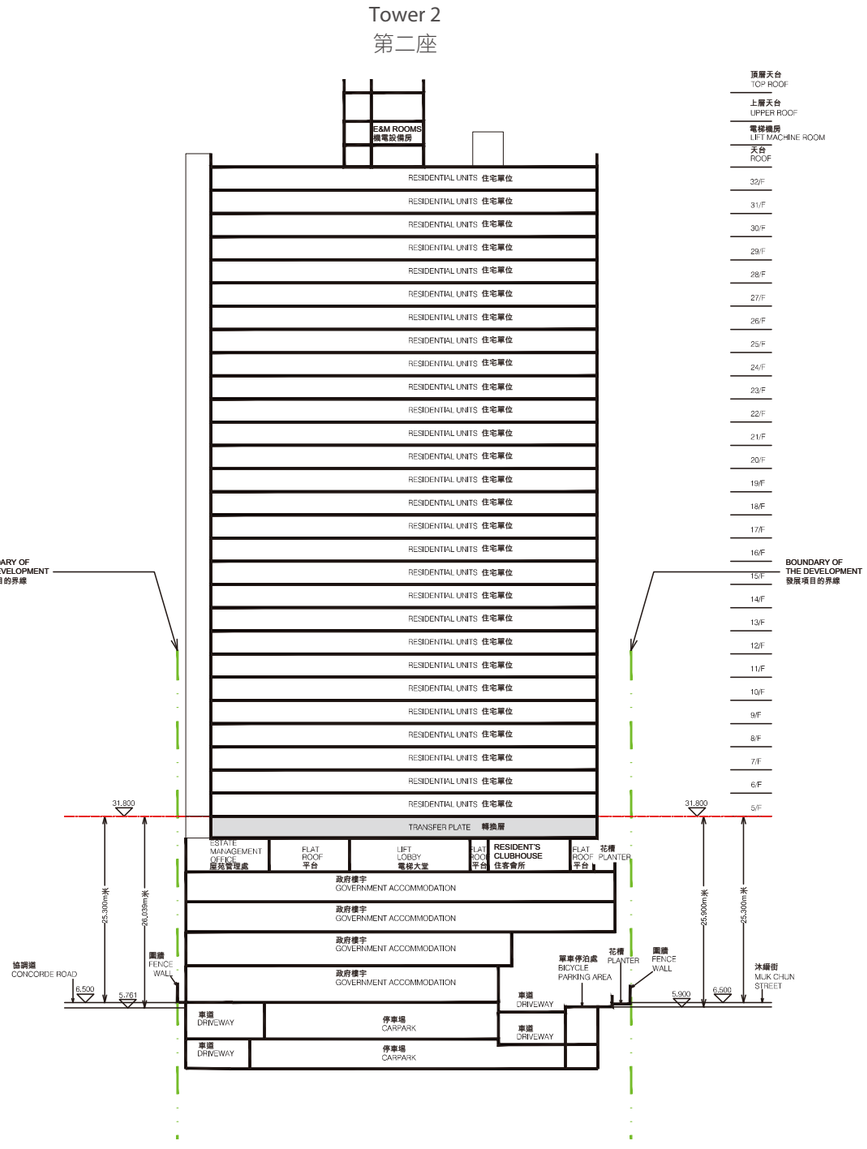
1. 毗連建築物 (第二座) 的一段協調道為香港主水平基準以上5.761米至6.500米。
2. 毗連建築物 (第二座) 的一段緊急車輛通道為香港主水平基準以上5.850米至6.325米。

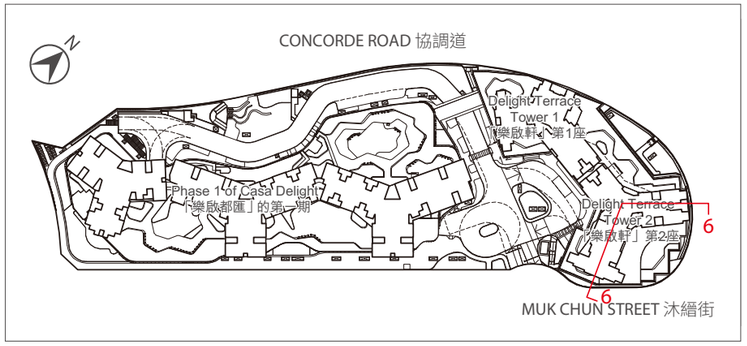
備註：

期數中的2幢多單位建築物 (即樂啟軒第一座及第二座)，於期數的最新經批准圖則中分別標注為第4座 (Tower 4) 及第5座 (Tower 5)。

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

CROSS-SECTION PLAN 6-6
橫截面圖 6-6





KEY PLAN 索引圖

Legend 圖例

- Red line denotes the lowest residential floor of the building
  紅線為最低住宅樓層水平
- Height in meters above Hong Kong Principal Datum (HKPD)
  代表香港主水平基準以上高度（米）
- Boundary of the Development
  發展項目的界線

1. The part of Concorde Road adjacent to the building (Tower 2) is 5.761 metres to 6.500 metres above the Hong Kong Principal Datum.
2. The part of Muk Chun Street adjacent to the building (Tower 2) is 5.900 metres to 6.500 metres above the Hong Kong Principal Datum.

Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

1. 毗連建築物（第二座）的一段協調道為香港主水平基準以上5.761米至6.500米。
2. 毗連建築物（第二座）的一段沐縉街為香港主水平基準以上5.900米至6.500米。

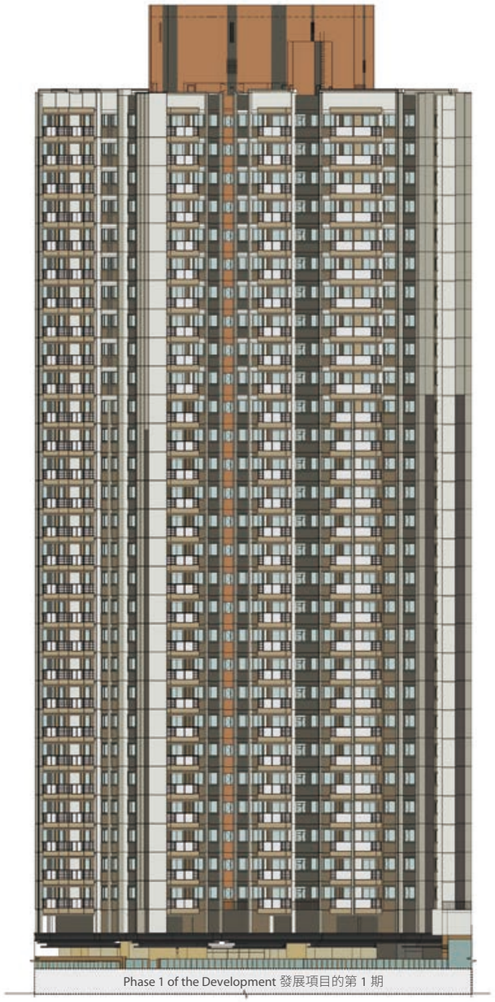
備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

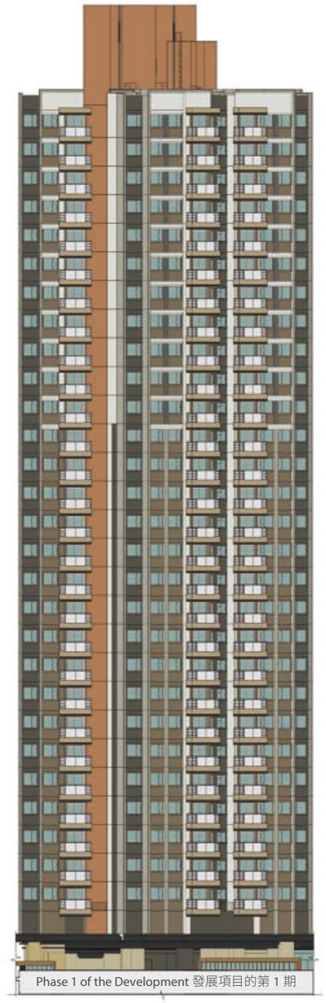
20 ELEVATION PLAN 立面圖

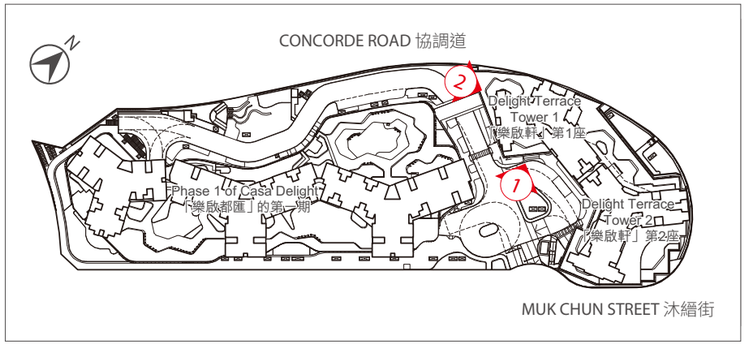
TOWER 1
第一座

Elevation 1
立面圖 1



Elevation 2
立面圖 2





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 22 July 2025;
2. are in general accordance with the outward appearance of the Phase.

Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

期數的認可人士已證明本圖所顯示的立面：

1. 以2025年7月22日的情況為準的期數的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。

備註：

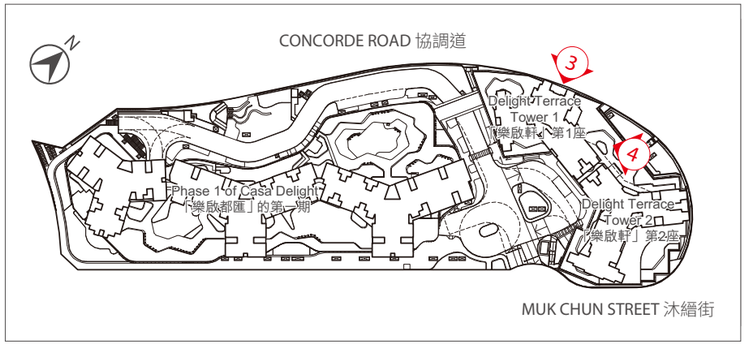
期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

20 ELEVATION PLAN 立面圖

TOWER 1
第一座

Elevation 3
立面圖3

Elevation 4
立面圖4



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The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

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備註：

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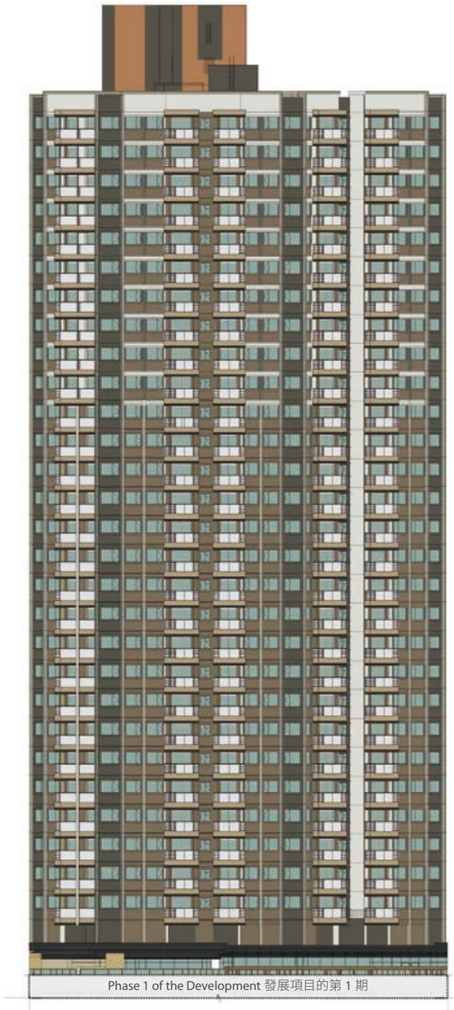
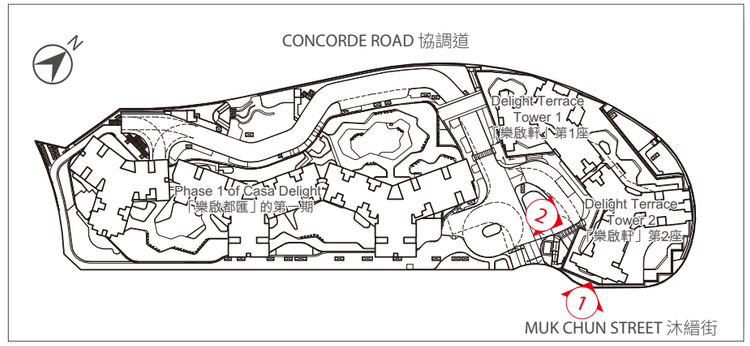
20 ELEVATION PLAN 立面圖

TOWER 2
第二座

Elevation 1
立面圖 1



Elevation 2
立面圖 2



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 22 July 2025;
2. are in general accordance with the outward appearance of the Phase.

Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

期數的認可人士已證明本圖所顯示的立面：

1. 以2025年7月22日的情況為準的期數的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。

備註：

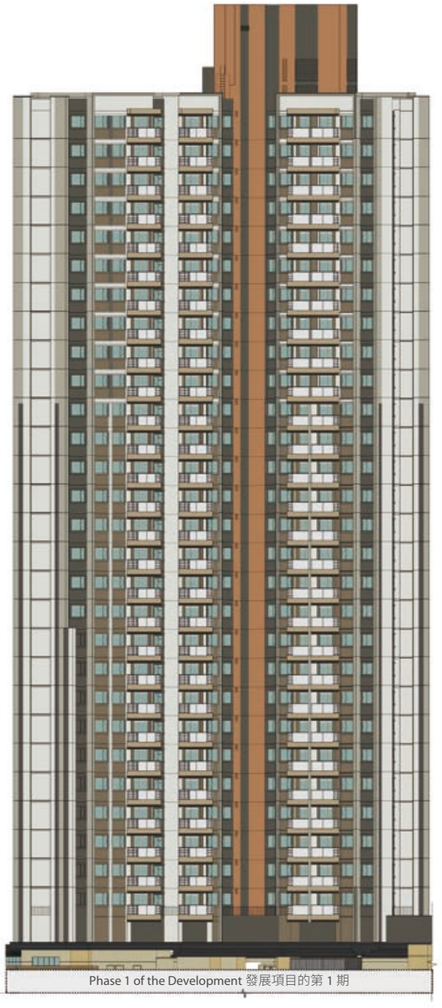
期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

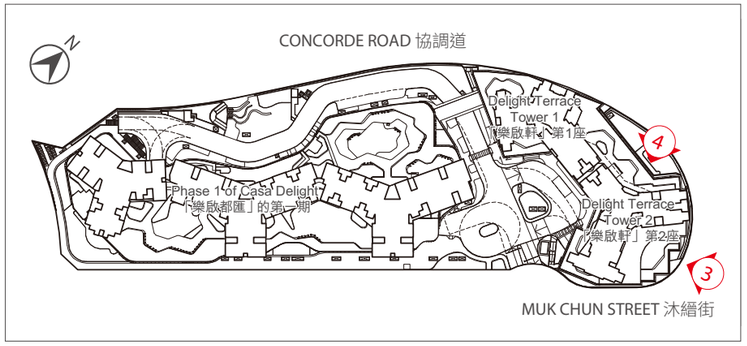
20 ELEVATION PLAN 立面圖

TOWER 2
第二座

Elevation 3
立面圖3

Elevation 4
立面圖4





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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 22 July 2025;
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Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

期數的認可人士已證明本圖所顯示的立面：

1. 以2025年7月22日的情況為準的期數的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。

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

21 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 有上蓋遮蓋	Uncovered 無上蓋遮蓋	Total Area 總面積
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）	sq. ft. 平方呎	6,042	1,124	7,166
	sq. m. 平方米	561.301	104.434	665.735
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底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）	sq. ft. 平方呎	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
	sq. m. 平方米	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
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）	sq. ft. 平方呎	10,221	4,274	14,495
	sq. m. 平方米	949.533	397.025	1,346.558

Note:

The areas in square metre have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.

備註：

以平方米列出的面積以1平方米=10.764平方呎換算至平方呎並以四捨五入至整數。

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

1. The address of the website on which a copy of the outline zoning plan relating to the Development is available is: 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 property is 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, window, aluminium louvre, aluminium cladding, aluminium feature and vertical green wall Tower: Ceramic tiles, windows, aluminium cladding, aluminium feature and aluminium louvre	
(b) Window	Material of frame	Aluminium window frame with fluorocarbon coating	
	Material of glass	Tinted tempered glass for all windows except window (if provided) in bathrooms and kitchen; tinted obscured tempered and annealed glass for windows (if provided) in bathrooms, tinted tempered and annealed glass for kitchen	
(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 of balcony	Floor	Homogeneous tile, ceramic tile
		Wall	Ceramic tile, aluminum cladding, laminated tempered glass balustrade with aluminium railing, aluminium grille
		Ceiling	Aluminium cladding, aluminium louvre and acoustic materials (for acoustic balcony); aluminium cladding and aluminium louvre (for other balcony)
	Type of finishes of verandah	There is no verandah	
	Whether it is covered	Balcony	All Balconies are covered
		Verandah	There is no verandah
(f) Drying facilities for clothing	(i) Type	Not applicable	
	(ii) Material	Not applicable	

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、窗戶、鋁百葉、鋁板、鋁裝飾及垂直綠化牆 大樓：陶瓷磚、窗戶、鋁板、鋁裝飾及鋁百葉	
(b) 窗	框的用料	氟化碳噴塗鋁質窗框	
	玻璃的用料	除浴室廚房之窗玻璃（如提供）外，所有窗玻璃為灰色強化玻璃；浴室窗玻璃（如提供）為磨砂強化玻璃；廚房窗玻璃為灰色強化玻璃	
(c) 窗台	窗台用料	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	露台裝修物料的類型	地板	均質磚、陶瓷磚
		牆	陶瓷磚、鋁板、夾膠鋼化玻璃欄河連鋁質扶手、鋁格柵
		天花板	鋁板、鋁百葉及隔音物料（於減音露台）；鋁板及鋁百葉（於其他露台）
	陽台裝修物料的類型	不設陽台	
	是否有蓋	露台	有
		陽台	不設陽台
(f) 乾衣設施	(i) 類型	不適用	
	(ii) 用料	不適用	

Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

2. Interior Finishes				
Item	Description			
		Wall	Floor	Ceiling
(a) Lobby	Type of finishes for entrance lift lobby at G/F	Porcelain tiles, stainless steel, mirror and plastic laminate panel on exposed surfaces	Porcelain tiles and reconstituted stone	Gypsum board false ceiling finished with emulsion paint, stainless steel and light trough
	Type of finishes for lift lobby at 1/F	Porcelain tiles, stainless steel, feature glass and plastic laminate panel on exposed surfaces	Porcelain tiles and reconstituted stone	Gypsum board false ceiling finished with emulsion paint, stainless steel and light trough
	Type of finishes for lift Lobby at 4/F	Glass wall, porcelain tiles, stainless steel, feature glass and plastic laminate panel on exposed surfaces	Porcelain tiles	Gypsum board false ceiling finished with emulsion paint, stainless steel and light trough
	Type of finishes for fireman's lift lobby at B1/F and B2/F	Ceramic tile, laminated glass and stainless steel on exposed surfaces	Homogeneous tiles	Gypsum board false ceiling finished with emulsion paint
	Type of finishes for typical lift lobby	Ceramic tiles, stainless steel, feature glass and plastic laminate panel on exposed surfaces	Porcelain tiles	Gypsum board false ceiling finished with emulsion paint, plastic laminate and light trough
Item	Description			
			Wall	Ceiling
(b) Internal wall and ceiling	Type of finishes for living room & dining room		Plastering with emulsion paint on exposed surfaces	Plastering with emulsion paint on exposed surface and gypsum board ceiling & bulkhead finished with emulsion paint on exposed surfaces
	Type of finishes for bedroom		Plastering with emulsion paint on exposed surfaces	Plastering with emulsion paint on exposed surface and gypsum board ceiling & bulkhead finished with emulsion paint on exposed surfaces

Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

2. 室內裝修物料				
細項	描述			
		牆壁	地板	天花板
(a) 大堂	地下入口升降機大堂裝修物料的類型	外露部分以高溫瓷質磚、不銹鋼飾面、鏡及膠板飾面鋪砌	高溫瓷質磚及人造石	石膏板假天花髹乳膠漆、不銹鋼飾面及燈槽
	1樓升降機大堂裝修物料的類型	外露部分以高溫瓷質磚、不銹鋼飾面、特式玻璃及膠板飾面鋪砌	高溫瓷質磚及人造石	石膏板假天花髹乳膠漆、不銹鋼飾面及燈槽。
	4樓升降機大堂裝修物料的類型	玻璃牆、外露部分以高溫瓷質磚、不銹鋼飾面、特式玻璃及膠板飾面鋪砌	高溫瓷質磚	石膏板假天花髹乳膠漆、不銹鋼飾面及燈槽
	地庫2樓及地庫1樓消防員升降機大堂裝修物料的類型	瓷磚、夾層玻璃及不銹鋼飾面	均質磚	石膏板假天花髹乳膠漆
	標準樓層升降機大堂裝修物料的類型	外露部分以瓷磚、不銹鋼飾面、特式玻璃及膠板飾面鋪砌	高溫瓷質磚	石膏板假天花髹乳膠漆、防火膠板飾面及燈槽
細項	描述			
			牆身	天花板
(b) 內牆及天花板	客廳及飯廳裝修物料的類型		外露部分髹乳膠漆	外露部分、石膏板天花及假陣髹乳膠漆
	睡房裝修物料的類型		外露部分髹乳膠漆	外露部分、石膏板天花及假陣髹乳膠漆

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

2. Interior Finishes						
Item	Description					
			Floor		Skirting	
(c) Internal floor	Material for living room & dining room		Porcelain tiles		Timber skirting	
	Material for bedroom		Porcelain tiles		Timber skirting	
Item	Description					
			Wall	Floor	Celing	
(d) Bathroom	Type of finishes		Ceramic tiles on exposed surfaces	Porcelain tiles on exposed surfaces	Aluminium false ceiling	
	Whether the wall finishes run up to the ceiling		Wall finishes on exposed walls run up to false ceiling			
Item	Description					
			Wall	Floor	Celing	Cooking bench
(e) Kitchen	Type of finishes	For all enclosed kitchens	Ceramic tiles on exposed surfaces	Porcelain tiles on exposed surfaces	Aluminium false ceiling	Solid suface material
		For open kitchens	Ceramic tiles on exposed surfaces	Porcelain tiles on exposed surfaces	Plastering with emulsion paint on exposed surface and gypsum board ceiling and bulkhead finished with emulsion paint on exposed surface	Solid suface material
	Whether the wall finishes run up to the ceiling		Wall finishes on exposed walls run up to false ceiling			

2. 室內裝修物料						
細項	描述					
			地飾面		牆腳線	
(c) 內部地板	客廳及飯廳的用料		高溫瓷質磚		木腳線	
	睡房的用料		高溫瓷質磚		木腳線	
細項	描述					
			牆壁	地板	天花板	
(d) 浴室	裝修物料的類型		外露部分以瓷磚鋪砌	外露部分以高溫瓷質磚鋪砌	鋁質假天花	
	牆壁的裝修物料是否鋪至天花板		牆身外露部分的裝修物料鋪砌至假天花底			
細項	描述					
			牆壁	地板	天花板	灶台
(e) 廚房	裝修物料的類型	所有封閉式廚房	外露部分以瓷磚鋪砌	外露部分以高溫瓷質磚鋪砌	鋁質假天花	實心面料
		開放式廚房	外露部分以瓷磚鋪砌	外露部分以高溫瓷質磚鋪砌	外露部分，石膏板天花板及假陣髹乳膠漆	實心面料
	牆壁的裝修物料是否鋪至天花板		牆身外露部分的裝修物料鋪砌至假天花底			

Note:

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備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

3. Interior Fittings				
Item	Description			
		Material	Finishes	Accessories
(a) Doors	Entrance door	Fire-rated solid core timber door	Plastic laminate finish	Lockset with handle, door closer, door stop, door viewer, door guard and bottom seal
	Master Bedroom and Bedroom door	Hollow core timber door	Plastic laminate finish	Handle, lockset and door stop
	Master Bathroom and Bathroom door	Hollow core timber door with louver	Plastic laminate finish	Handle, lockset and door stop
	Kitchen door (applicable to Units A, B, C, D, K, L and M of Tower 1 and Units C, D, E, F, G, H, J, K and L of Tower 2)	Fire-rated solid core timber door	Plastic laminate finish & fire rated glass	Handle, door closer and door stop
	Store room sliding door (applicable to Unit K of Tower 2)	Hollow core timber door	Plastic laminate finish	Lockset with handle
	Balcony door	Tinted tempered glass door with aluminium frame	Aluminium door frame finished with fluorocarbon coating	Handle, lockset and door stop

3. 室內裝置				
細項	描述			
		用料	裝修物料	配件
(a) 門	單位入口大門	實心防火木門	防火膠板飾面	門鎖連拉手、門鼓、門擋、防盜眼、防盜扣及防煙條
	主人睡房及睡房門	中空木門	防火膠板飾面	拉手、門鎖及門擋
	主人浴室及浴室門	百葉中空木門	防火膠板飾面	拉手、門鎖及門擋
	廚房門（只適用於第一座A、B、C、D、K、L及M單位及第二座C、D、E、F、G、H、J、K及L單位）	實心防火木門	防火膠板及防火玻璃飾面	拉手、門鼓及門擋
	儲物房趟門（只適用於第二座K單位）	中空木門	防火膠板飾面	門鎖連拉手
	露台門	有色強化玻璃及鋁質框門	氟化碳噴塗鋁質門框	拉手、門鎖及門擋

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備註：

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3. Interior Fittings			
Item	Description		
		Type	Material
(b) Bathroom	Type of material of fittings and equipment	Basin cabinet countertop	Solid surface material
		Basin cabinet	Timber cabinet with plastic laminate finish and metal finish
		Mirror cabinet	Timber cabinet with mirror, plastic laminate and metal finish
		Basin mixer	Chrome plated
		Basin	Vitreous China
		Water closet	Vitreous China
		Toilet paper holder	Brass in satin gold
		Shelf (applicable to Bathroom only)	Solid surface material
	Type of material of water supply system	For type and material of water supply system, please refer to "Water Supply" below	
	Type of material of bathing facilities (including shower or bath tub, if applicable)	Shower cubicle	Clear tempered glass with stainless steel frame and sliding glass door
		Shower set of all units	Chrome plated
		Bath tub (applicable to Units A and M of Tower 1; Units D, E, J, K and L of Tower 2 only)	Enameled Steel
	Size of bath tub	1500(L) x 700(W) x 390(H)	

3. 室內裝置			
細項	描述		
		類型	用料
(b) 浴室	裝置及設備的類型及用料	洗手盆櫃枱面	實心面料
		洗手盆櫃	防火膠板及金屬飾面之木櫃
		鏡櫃	鏡、防火膠板及金屬飾面之木櫃
		洗手盆水龍頭	鍍鉻飾面
		洗手盆	陶瓷
		坐廁	陶瓷
		廁紙架	接絲拋光金色黃銅
		層架（只適用於浴室）	實心面料
	供水系統的類型及用料	有關供水系統的類型及用料，請參閱下文「供水」的部份	
	沐浴設施的類型及用料（包括花灑或浴缸，如適用）	淋浴間	不銹鋼框強化清玻璃及玻璃趟門
		所有單位之花灑套裝	鍍鉻飾面
		浴缸（只適用於第一座A及M單位；第二座D、E、J、K及L單位）	搪瓷鋼
	浴缸大小	1500（長）x 700（闊）x 390（高）	

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3. Interior Fittings			
Item	Description		
		Material	
(c) Kitchen	Type of material of sink unit	Stainless steel	
	Type of material of water supply system	Copper pipe	
	Description		
		Material	Finishes
	Type of material of kitchen cabinet	Timber cabinet with timber door panels	Plastic laminate and solid surface countertop
	Description		
		Type	
	Type of material of all other fittings and equipment	For all kitchen (except open kitchen): Hot and cold water mixer	
		For all open kitchen: Hot and cold water mixer, sprinkler head(s) (fitted in open kitchen) and smoke detector with a sounder base (fitted in living room and dining room near open kitchen)	
Item	Description		
		Type	Material
(d) Bedroom	Fittings (including built-in wardrobe)	Not provided	Not provided
(e) Telephone	Location and number of connection points	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units"	
(f) Aerials	Location and number of connection points	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units"	
(g) Electrical installations	Electrical fittings (including safety devices)	Switch, faceplate for socket and electricity supply board with miniature circuit breakers	
	Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed Other than those parts of the conduits concealed within concrete, the rest of the conduits are exposed. The exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, 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 Units"	

Note:

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3. 室內裝置			
細項	描述		
		用料	
(c) 廚房	洗滌盆的類型及用料	不銹鋼	
	供水系統的類型及用料	銅喉	
	描述		
		用料	裝修物料
	廚櫃的類型及用料	木櫃配木門板	膠板及實心面料 枱面
	描述		
		類型	
	所有其他裝置及設備的類型	所有廚房（開放式廚房除外）：冷熱水龍頭	
		所有開放式廚房：冷熱水龍頭、消防花灑頭（安裝在開放式廚房內）及設有聲響警報基座的煙霧探測器（安裝在開放式廚房附近的客廳及飯廳內）	
細項	描述		
		類型	用料
(d) 睡房	裝置（包括嵌入式衣櫃）	不提供	不提供
(e) 電話	接駁點的位置及數目	請參閱「住宅單位機電裝置數量說明表」	
(f) 天線	接駁點的位置及數目	請參閱「住宅單位機電裝置數量說明表」	
(g) 電力裝置	供電附件（包括安全裝置）	開關掣、插座之面板及電力配電箱並裝置微型斷路器	
	導管是隱藏或外露	導管是部分隱藏及部分外露 除部分隱藏於混凝土內之導管外，其他部分的導管均為外露。外露的導管可能被假天花、假陣、貯存櫃、面板、非混凝土間隔牆、指定之管道槽位或其他物料遮蓋或暗藏	
	電插座及空調機接駁點的位置及數目	請參閱「住宅單位機電裝置數量說明表」	

備註：

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3. Interior Fittings		
Item	Description	
(h) Gas supply	Type and system	Town gas supply pipes are installed and connected to gas water heater(s) and gas hob(s) at the following residential units: Tower 1: Units A, B, C, D, K, L & M on 5/F to 32/F Tower 2: Units C, D, E, F, G, H, J, K & L on 5/F to 32/F Town gas supply pipes are installed and connected to gas water heater(s) at the following residential units: Tower 1: Units G & H on 5/F to 32/F Tower 2: Units A & N on 5/F to 32/F Other residential units do not have gas supply
	Location	Please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Units" for the location of points
(i) Washing machine connection point	Location	Water supply and drainage connection point are located at kitchens and open kitchens
	Design	Water supply point 22mm diameter and drainage point 40mm diameter
(j) Water supply	(i) Material of water pipes	Copper pipes with thermal insulation are used for cold and hot water supply UPVC pipes are used for flushing water supply
	(ii) Whether water pipes are concealed or exposed	Water pipes are partly concealed and partly exposed Other than those parts of the water pipes concealed, the rest of the water pipes are exposed. The exposed water pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete partition walls, designated pipe ducts or other materials
	(iii) Whether hot water is available	Hot water is supply for kitchens and bathrooms

3. 室內裝置		
細項	描述	
(h) 氣體供應	類型及系統	下列住宅單位裝設煤氣喉管接駁至住宅單位之煤氣熱水爐和煤氣煮食爐： 第一座：5樓至32樓A、B、C、D、K、L及M單位 第二座：5樓至32樓C、D、E、F、G、H、J、K及L單位 下列住宅單位裝設煤氣喉管接駁至住宅單位之煤氣熱水爐： 第一座：5樓至32樓G及H單位 第二座：5樓至32樓A及N單位 其他住宅單位並無氣體供應
	位置	有關接駁點之位置，請參閱「住宅單位機電裝置數量說明表」
(i) 洗衣機接駁點	位置	廚房及開放式廚房設有來去水接駁點
	設計	22毫米直徑來水接駁喉位及40毫米直徑去水接駁喉位
(j) 供水	(i) 水管的用料	冷熱水喉採用保溫銅喉 沖廁水喉採用UPVC膠喉管
	(ii) 水管是隱藏或外露	水管是部分隱藏及部分外露 除部分隱藏的水管外，其他部分的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、面板、非混凝土間隔牆、指定之管道槽位或其他物料遮蓋或暗藏
	(iii) 有否熱水供應	廚房及浴室均有熱水供應

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備註：
期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

4. Miscellaneous				
Item	Description			
(a) Lifts	(i) Brand name and model number	Brand Name	Mitsubishi	
		Model Number	ELENESSA (Shuttle Lift) NewWay-S (Tower Lift)	
	(ii) Number and floors served by them	Number of lift	3 Shuttle Lifts L20, L21 and L22 8 Tower Lifts T4-1, T4-2, T4-3, T4-4 of Tower 1 and T5-1, T5-2, T5-3, T5-4 of Tower 2	
		Floors Served	Shuttle Lifts L20: G/F, 1/F, 4/F L21: B2/F, G/F, 1/F, 4/F L22: B2/F, G/F, 4/F Tower Lifts (T4-1, T4-3, T4-4, T5-1, T5-3, T5-4) 4/F – 32/F Tower Lifts (T4-2, T5-2) B2/F, B1/F, G/F, 1/F – 32/F	
(b) Letter box	Material	Metal		
(c) Refuse collection	(i) Means of refuse collection	Collected by cleaners from refuse storage and material recovery room		
	(ii) Location of refuse room	Refuse storage and material recovery room is provided in the common area of each residential floor. Refuse storage and material recovery chamber is provided on B1/F		
Item	Description			
		Water meter	Electricity meter	Gas meter
(d) Water meter, electricity meter and gas meter	(i) Location	Inside common water meter cabinet / room on residential floor	Inside common electrical meter room on residential floor	under Kitchen Cabinet
	(ii) Whether they are separate or communal meters for residential properties	Separate meter	Separate meter	Separate meter (Except Tower 1 Units E, F & J and Tower 2 Units B & M)

4. 雜項			
細項	描述		
(a) 升降機	(i) 品牌名稱及產品型號	品牌名稱	三菱
		產品型號	ELENESSA（接駁升降機） NewWay-S（住宅升降機）
	(ii) 升降機的數目及到達的樓層	升降機數目	3部接駁升降機 L20、L21、L22 8部住宅升降機 第一座之T4-1、T4-2、T4-3、T4-4及第二座之T5-1、T5-2、T5-3、T5-4
		到達之樓層	接駁升降機 L20：地下、1樓、4樓 L21：地庫2樓、地下、1樓、4樓 L22：地庫2樓、地下、4樓 住宅升降機（T4-1、T4-3、T4-4、T5-1、T5-3、T5-4） 4樓至32樓 住宅升降機（T4-2、T5-2） 地庫2樓、地庫1樓、地下、1樓至32樓
(b) 信箱	用料	金屬	
(c) 垃圾收集	(i) 垃圾收集的方法	由清潔工人於垃圾及物料回收室收集	
	(ii) 垃圾房的位置	各住宅樓層之公用地方均設有垃圾及物料回收室；另中央垃圾及物料收集房設於地庫1樓	
細項	描述		
		水錶	電錶	氣體錶
(d) 水錶、電錶及氣體錶	(i) 位置	住宅樓層之公共水錶櫃/房內	住宅樓層之公共電錶房內	廚櫃下方
	(ii) 就住宅單位而言是獨立抑或公用的錶	獨立錶	獨立錶	獨立錶（第一座E、F及J單位及第二座B及M單位除外）

In relation to items 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.

Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

有關在上述列表所指明之第4(a)及第6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。

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

23 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 B2/F to 32/F lift lobbies, residential shuttle lift lobby, residential entrance lift lobbies, landscaped area, Resident's Clubhouse, carpark and lift cars and connected to the Management Office Smart card readers for access control are provided at B2/F, G/F and 1/F residential shuttle lift lobby, entrance lift lobbies of Tower 1 & Tower 2 and Resident's Clubhouse entrance

6. Appliances	
Item	Description
Brand name and model number	For brand names and model numbers of appliances provision, please refer to the "Appliances Schedule"

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）	地庫2樓到32樓升降機大堂、住宅入口大堂、住客穿梭升降機大堂、園景區、會所、停車場及升降機內均裝設閉路電視接駁到管理處 地庫2樓、地下及1樓住客穿梭升降機大堂、第一座及第二座電梯入口及住客會所入口裝有智能卡讀卡器作出入之用

6. 設備	
細項	描述
品牌名稱及產品型號	有關設備的品牌名稱及產品型號，請參考「設備說明表」

In relation to items 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.

Note:

The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

有關在上述列表所指明之第4(a)及第6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。

備註：

期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

Appliance Schedules 設備說明表

Tower 1 第一座				5/F – 32/F 5樓至32樓											
Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	A	B	C	D	E	F	G	H	J	K	L	M
Living Room, Dining Room, Master Bedroom and Bedroom 客廳、飯廳、主人睡房及睡房	Single-Split Type Air-Conditioner (Indoor Unit) 分體式空調機（室內機）	Toshiba 東芝	RAS-13J2KV-HK	–	1	1	1	1	–	–	–	–	1	1	–
	Single-Split Type Air-Conditioner (Indoor Unit) 分體式空調機（室內機）	Toshiba 東芝	RAS-18J2KV-HK	1	–	–	–	–	–	–	–	–	–	–	1
	Multi-Split Type Air-Conditioner (Indoor Unit) 多聯分體式空調機（室內機）	Toshiba 東芝	RAS-M10N4KV	3	2	2	2	2	2	2	2	2	2	2	3
	Multi-Split Type Air-Conditioner (Indoor Unit) 多聯分體式空調機（室內機）	Toshiba 東芝	RAS-M13N4KV	–	–	–	–	–	1	1	1	1	–	–	–
Balcony and Utility Platform 露台及工作平台	Single-Split Type Air-Conditioner (Outdoor Unit) 分體式空調機（室外機）	Toshiba 東芝	RAS-13J2AV-HK	–	1	1	1	1	–	–	–	–	1	1	–
	Single-Split Type Air-Conditioner (Outdoor Unit) 分體式空調機（室外機）	Toshiba 東芝	RAS-18J2AV-HK	1	–	–	–	–	–	–	–	–	–	–	1
	Multi-Split Type Air-Conditioner (Outdoor Unit) 多聯分體式空調機（室外機）	Toshiba 東芝	RAS-2M18S3AV-E	–	1	1	1	1	–	–	–	–	1	1	–
	Multi-Split Type Air-Conditioner (Outdoor Unit) 多聯分體式空調機（室外機）	Toshiba 東芝	RAS-3M26S3AV-E	1	–	–	–	–	1	1	1	1	–	–	1

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

Notes:

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential unit.
2. "–" denotes "not applicable".
3. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

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

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。
2. "–" 代表 "不適用"。
3. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

Appliance Schedules 設備說明表

Tower 1 第一座				5/F – 32/F 5樓至32樓											
Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	A	B	C	D	E	F	G	H	J	K	L	M
Open Kitchen or Kitchen 開放式廚房或廚房	Circulation Type Gas Heater 煤氣循環式恆溫熱水爐	TGC	TRJW162TFQL	–	1	1	1	–	–	–	–	–	1	1	–
	Circulation Type Gas Heater 煤氣循環式恆溫熱水爐	TGC	TRJW222TFQL	1	–	–	–	–	–	–	–	–	–	–	1
	Electric Water Heater 電熱水器	Stiebel Eltron 斯寶亞創	DHB 18/21/24 ST Trend	–	–	–	–	1	1	–	–	1	–	–	–
	Induction Hob 電磁爐	Philco 飛歌	PH2728IC	–	–	–	–	1	1	1	1	1	–	–	–
	Exhaust Hood 抽油煙機	Whirlpool 惠而浦	AKT3570/IX	1	1	1	1	1	1	1	1	1	1	1	1
	Window Type Exhaust Fan 窗口式抽氣扇	KDK	15WHC07	1	1	1	1	–	–	–	–	–	1	1	1
	Gas Hob 氣體煮食爐	Whirlpool 惠而浦	AGA201BT	1	1	1	1	–	–	–	–	–	1	1	1
Bathroom or Master Bathroom 浴室或主人浴室	Slim Type Gas Heater 超薄型煤氣恆溫熱水爐	TGC	ST13SD	–	–	–	–	–	–	1	1	–	–	–	–
	Ceiling Type Exhaust Fan 暗藏天花式抽氣扇	Ostberg	LPK 125 A1	–	1	–	–	1	1	1	1	1	–	–	–
	Window Type Exhaust Fan 窗口式抽氣扇	KDK	15WHC07	2	–	1	1	–	–	–	–	–	1	1	2

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

Notes:

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential unit.
2. "–" denotes "not applicable".
3. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

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

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。
2. "–" 代表 "不適用"。
3. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

Appliance Schedules 設備說明表

Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	Tower 2 第二座 5/F – 32/F 5樓至32樓												
				A	B	C	D	E	F	G	H	J	K	L	M	N
Living Room, Dining Room, Master Bedroom and Bedroom 客廳、飯廳、主人睡房及睡房	Single-Split Type Air-Conditioner (Indoor Unit) 分體式空調機（室內機）	Toshiba 東芝	RAS-13J2KV-HK	–	–	1	–	1	1	1	1	–	–	–	–	–
	Single-Split Type Air-Conditioner (Indoor Unit) 分體式空調機（室內機）	Toshiba 東芝	RAS-18J2KV-HK	–	–	–	1	–	–	–	–	1	1	1	–	–
	Multi-Split Type Air-Conditioner (Indoor Unit) 多聯分體式空調機（室內機）	Toshiba 東芝	RAS-M10N4KV	2	2	2	3	3	2	2	2	3	3	3	2	2
	Multi-Split Type Air-Conditioner (Indoor Unit) 多聯分體式空調機（室內機）	Toshiba 東芝	RAS-M13N4KV	1	1	–	–	–	–	–	–	–	–	–	1	1
Balcony and Utility Platform 露台及工作平台	Single-Split Type Air-Conditioner (Outdoor Unit) 分體式空調機（室外機）	Toshiba 東芝	RAS-13J2AV-HK	–	–	1	–	1	1	1	1	–	–	–	–	–
	Single-Split Type Air-Conditioner (Outdoor Unit) 分體式空調機（室外機）	Toshiba 東芝	RAS-18J2AV-HK	–	–	–	1	–	–	–	–	1	1	1	–	–
	Multi-Split Type Air-Conditioner (Outdoor Unit) 多聯分體式空調機（室外機）	Toshiba 東芝	RAS-2M18S3AV-E	–	–	1	–	–	1	1	1	–	–	–	–	–
	Multi-Split Type Air-Conditioner (Outdoor Unit) 多聯分體式空調機（室外機）	Toshiba 東芝	RAS-3M26S3AV-E	1	1	–	1	1	–	–	–	1	1	1	1	1

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

Notes:

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential unit.
2. "–" denotes "not applicable".
3. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

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

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。
2. "–" 代表 "不適用"。
3. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

Appliance Schedules 設備說明表

Tower 2 第二座				5/F – 32/F 5樓至32樓												
Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	A	B	C	D	E	F	G	H	J	K	L	M	N
Open Kitchen or Kitchen 開放式廚房或廚房	Circulation Type Gas Heater 煤氣循環式恆溫熱水爐	TGC	TRJW162TFQL	–	–	1	–	–	1	1	1	–	–	–	–	–
	Circulation Type Gas Heater 煤氣循環式恆溫熱水爐	TGC	TRJW222TFQL	–	–	–	1	1	–	–	–	1	1	1	–	–
	Electric Water Heater 電熱水器	Stiebel Eltron 斯寶亞創	DHB 18/21/24 ST Trend	–	1	–	–	–	–	–	–	–	–	–	1	–
	Induction Hob 電磁爐	Philco 飛歌	PH2728IC	1	1	–	–	–	–	–	–	–	–	–	1	1
	Exhaust Hood 抽油煙機	Whirlpool 惠而浦	AKT3570/IX	1	1	1	1	1	1	1	1	1	1	1	1	1
	Window Type Exhaust Fan 窗口式抽氣扇	KDK	15WHC07	–	–	1	1	1	1	1	1	1	1	1	–	–
	Gas Hob 氣體煮食爐	Whirlpool 惠而浦	AGA201BT	–	–	1	1	1	1	1	1	1	1	1	–	–
Bathroom or Master Bathroom 浴室或主人浴室	Slim Type Gas Heater 超薄型煤氣恆溫熱水爐	TGC	ST13SD	1	–	–	–	–	–	–	–	–	–	–	–	1
	Ceiling Type Exhaust Fan 暗藏天花式抽氣扇	Ostberg	LPK 125 A1	1	1	1	–	–	–	1	1	–	–	2	–	1
	Window Type Exhaust Fan 窗口式抽氣扇	KDK	15WHC07	–	–	–	2	2	1	–	–	2	2	–	1	–

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

Notes:

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential unit.
2. "–" denotes "not applicable".
3. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

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

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。
2. "–" 代表 "不適用"。
3. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Tower 1 第一座		5/F – 32/F 5樓至32樓											
Location 位置	Appliance 設備	A	B	C	D	E	F	G	H	J	K	L	M
Main Entrance 大門入口	Door Bell Push Button 門鈴按鈕	1	1	1	1	1	1	1	1	1	1	1	1
Living Room and Dining Room 客廳及飯廳	TV/FM Outlet 電視/電台天線插座	2	2	2	2	2	2	2	2	2	2	2	2
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2
	13A Twin Socket Outlet 13安培雙位電插座	4	3	3	3	3	3	3	3	3	3	3	4
	Switch for Air Conditioning Unit 冷氣機開關掣	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	9	9	9	9	9	9	9	9	9	9	9	9
	Lighting Point 燈位	5	3	4	4	4	4	4	4	4	3	3	5
	Switch for Exhaust Fan 抽氣扇開關掣	2	2	2	2	1	1	1	1	1	2	2	2
	Switch for Gas Water Heater 煤氣熱水爐開關掣	1	1	1	1	–	–	1	1	–	1	1	1
	Switch for Electrical Water Heater 電熱水爐開關掣	–	–	–	–	1	1	–	–	1	–	–	–
	Fused Spur Unit 接線座連保險絲	–	–	–	–	1	1	1	1	1	–	–	–
	Miniature Circuit Breakers Board 總電掣箱	–	–	–	–	1	1	1	1	1	–	–	–
	Door Bell 門鈴	–	–	–	–	1	1	1	1	1	–	–	–
Master Bedroom 主人睡房	TV/FM Outlet 電視/電台天線插座	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
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2
	Switch for Air Conditioning Unit 冷氣機開關掣	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	3	1	1	1	1	1	1	1	1	1	1	3
	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2
	Switch for Exhaust Fan 抽氣扇開關掣	1	–	–	–	–	–	–	–	–	–	–	1

Notes:

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential unit.
2. "–" denotes "not applicable".
3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
4. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。
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. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表													
Tower 1 第一座		5/F – 32/F 5樓至32樓											
Location 位置	Appliance 設備	A	B	C	D	E	F	G	H	J	K	L	M
Bedroom 1 睡房 1	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2
	Switch for Air Conditioning Unit 冷氣機開關掣	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1
Bedroom 2 睡房 2	13A Twin Socket Outlet 13安培雙位電插座	2	–	–	–	–	–	–	–	–	–	–	2
	Switch for Air Conditioning Unit 冷氣機開關掣	1	–	–	–	–	–	–	–	–	–	–	1
	Lighting Switch 燈掣	1	–	–	–	–	–	–	–	–	–	–	1
	Lighting Point 燈位	1	–	–	–	–	–	–	–	–	–	–	1
Open Kitchen or Kitchen 開放式廚房或廚房	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1
	Drain Point for Washing Machine 洗衣機去水接駁喉位	1	1	1	1	1	1	1	1	1	1	1	1
	Water Point for Washing Machine 洗衣機來水接駁喉位	1	1	1	1	1	1	1	1	1	1	1	1
	Electrical Water Heater Weatherproof Isolator 電熱水爐防水隔離開關掣	–	–	–	–	1	1	–	–	1	–	–	–
	Fused Spur Unit 接線座連保險絲	5	5	5	5	1	1	1	1	1	5	5	5
	Lighting Point 燈位	3	3	3	3	2	2	2	2	2	3	3	3
	Electrical Cooker Switch 電煮食爐開關掣	1	1	1	1	1	1	1	1	1	1	1	1
	Town Gas Supply Connection Point 煤氣供應接駁點	1	1	1	1	–	–	1	1	–	1	1	1
	Connection Unit 接線座	1	1	1	1	1	1	1	1	1	1	1	1
	Miniature Circuit Breakers Board 總電掣箱	1	1	1	1	–	–	–	–	–	1	1	1
	Door Bell 門鈴	1	1	1	1	–	–	–	–	–	1	1	1

Notes:

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential unit.
2. "–" denotes "not applicable".
3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
4. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。
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. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Tower 1 第一座		5/F – 32/F 5樓至32樓											
Location 位置	Appliance 設備	A	B	C	D	E	F	G	H	J	K	L	M
Master Bathroom 主人浴室	Connection Unit 接線座	1	–	–	–	–	–	–	–	–	–	–	1
	13A Single Socket Outlet 13安培單位電插座	1	–	–	–	–	–	–	–	–	–	–	1
	Fused Spur Unit 接線座連保險絲	1	–	–	–	–	–	–	–	–	–	–	1
	Lighting Point 燈位	2	–	–	–	–	–	–	–	–	–	–	2
Bathroom 浴室	Connection Unit 接線座	1	1	1	1	1	1	1	1	1	1	1	1
	Water Heater Remote Control Unit 熱水爐溫度控制器	1	1	1	1	–	–	1	1	–	1	1	1
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit 接線座連保險絲	1	2	1	1	2	2	2	2	2	1	1	1
	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2
Balcony and Utility Platform 露台及工作平台	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1
Air-Conditioner Platform 空調機平台	A/C Unit Weatherproof Isolator 空調機防水開關掣	2	2	2	2	2	1	1	1	1	2	2	2

Notes:

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential unit.
2. "–" denotes "not applicable".
3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
4. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。
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. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Tower 2 第二座		5/F – 32/F 5樓至32樓												
Location 位置	Appliance 設備	A	B	C	D	E	F	G	H	J	K	L	M	N
Main Entrance 大門入口	Door Bell Push Button 門鈴按鈕	1	1	1	1	1	1	1	1	1	1	1	1	1
Living Room and Dining Room 客廳及飯廳	TV/FM Outlet 電視/電台天線插座	2	2	2	2	2	2	2	2	2	2	2	2	2
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Twin Socket Outlet 13 安培雙位電插座	3	3	3	4	4	3	3	3	4	4	4	3	3
	Switch for Air Conditioning Unit 冷氣機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	9	9	9	9	9	9	9	9	9	9	9	9	9
	Lighting Point 燈位	4	4	3	4	4	3	3	3	4	4	4	4	4
	Switch for Exhaust Fan 抽氣扇開關掣	1	1	2	2	2	2	2	2	2	2	2	1	1
	Switch for Gas Water Heater 煤氣熱水爐開關掣	1	–	1	1	1	1	1	1	1	1	1	–	1
	Switch for Electrical Water Heater 電熱水爐開關掣	–	1	–	–	–	–	–	–	–	–	–	1	–
	Fused Spur Unit 接線座連保險絲	1	1	–	–	–	–	–	–	–	–	–	1	1
	Miniature Circuit Breakers Board 總電掣箱	1	1	–	–	–	–	–	–	–	–	–	1	1
	Door Bell 門鈴	1	1	–	–	–	–	–	–	–	–	–	1	1
Master Bedroom 主人睡房	TV/FM Outlet 電視/電台天線插座	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
	13A Twin Socket Outlet 13 安培雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2
	Switch for Air Conditioning Unit 冷氣機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	1	1	1	3	3	1	1	1	3	3	3	1	1
	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2	2
	Switch for Exhaust Fan 抽氣扇開關掣	–	–	–	1	1	–	–	–	1	1	1	–	–

Notes:

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential unit.
2. "–" denotes "not applicable".
3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
4. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

備註：

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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. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Tower 2 第二座		5/F – 32/F 5樓至32樓												
Location 位置	Appliance 設備	A	B	C	D	E	F	G	H	J	K	L	M	N
Bedroom (next to Master Bedroom) 睡房（於主人睡房旁）	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2	–	–	–	2	2
	Switch for Air Conditioning Unit 冷氣機開關掣	1	1	1	1	1	1	1	1	–	–	–	1	1
	Lighting Switch 燈掣	1	1	1	1	1	1	1	1	–	–	–	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	–	–	–	1	1
Bedroom 睡房	13A Twin Socket Outlet 13安培雙位電插座	–	–	–	2	2	–	–	–	–	–	–	–	–
	Switch for Air Conditioning Unit 冷氣機開關掣	–	–	–	1	1	–	–	–	–	–	–	–	–
	Lighting Switch 燈掣	–	–	–	1	1	–	–	–	–	–	–	–	–
	Lighting Point 燈位	–	–	–	1	1	–	–	–	–	–	–	–	–
Bedroom 1 睡房1	13A Twin Socket Outlet 13安培雙位電插座	–	–	–	–	–	–	–	–	2	2	2	–	–
	Switch for Air Conditioning Unit 冷氣機開關掣	–	–	–	–	–	–	–	–	1	1	1	–	–
	Lighting Switch 燈掣	–	–	–	–	–	–	–	–	1	1	1	–	–
	Lighting Point 燈位	–	–	–	–	–	–	–	–	1	1	1	–	–
Bedroom 2 睡房2	13A Twin Socket Outlet 13安培雙位電插座	–	–	–	–	–	–	–	–	2	2	2	–	–
	Switch for Air Conditioning Unit 冷氣機開關掣	–	–	–	–	–	–	–	–	1	1	1	–	–
	Lighting Switch 燈掣	–	–	–	–	–	–	–	–	1	1	1	–	–
	Lighting Point 燈位	–	–	–	–	–	–	–	–	1	1	1	–	–
Open Kitchen or Kitchen 開放式廚房或廚房	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	2	2	2	2	2	2	3	2	2	2
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	Drain Point for Washing Machine 洗衣機去水接駁喉位	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Point for Washing Machine 洗衣機來水接駁喉位	1	1	1	1	1	1	1	1	1	1	1	1	1
	Electrical Water Heater Weatherproof Isolator 電熱水爐防水隔離開關掣	–	1	–	–	–	–	–	–	–	–	–	1	–
	Fused Spur Unit 接線座連保險絲	1	1	5	5	5	5	5	5	5	5	5	1	1

Notes:

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential unit.
2. "–" denotes "not applicable".
3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
4. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。
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3. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
4. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

Schedule of Mechanical & Electrical Provisions of Residential Units 住宅單位機電裝置數量說明表

Tower 2 第二座		5/F – 32/F 5樓至32樓												
Location 位置	Appliance 設備	A	B	C	D	E	F	G	H	J	K	L	M	N
Open Kitchen or Kitchen 開放式廚房或廚房	Lighting Point 燈位	2	2	3	3	3	3	3	3	3	3	3	2	2
	Electrical Cooker Switch 電煮食爐開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1
	Town Gas Supply Connection Point 煤氣供應接駁點	1	–	1	1	1	1	1	1	1	1	1	–	1
	Connection Unit 接線座	1	1	1	1	1	1	1	1	1	1	1	1	1
	Miniature Circuit Breakers Board 總電掣箱	–	–	1	1	1	1	1	1	1	–	1	–	–
	Door Bell 門鈴	–	–	1	1	1	1	1	1	1	1	1	–	–
Master Bathroom 主人浴室	Connection Unit 接線座	–	–	–	1	1	–	–	–	1	1	1	–	–
	13A Single Socket Outlet 13 安培單位電插座	–	–	–	1	1	–	–	–	1	1	1	–	–
	Fused Spur Unit 接線座連保險絲	–	–	–	1	1	–	–	–	1	1	2	–	–
	Lighting Point 燈位	–	–	–	2	2	–	–	–	2	2	2	–	–
Bathroom 浴室	Connection Unit 接線座	1	1	1	1	1	1	1	1	1	1	1	1	1
	Water Heater Remote Control Unit 熱水爐溫度控制器	–	–	1	1	1	1	1	1	1	1	1	–	–
	13A Single Socket Outlet 13 安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fused Spur Unit 接線座連保險絲	2	2	2	1	1	1	2	2	1	1	2	2	2
	Lighting Point 燈位	2	2	2	2	2	2	2	2	2	2	2	2	2
Store Room 儲物室	Lighting Switch 燈掣	–	–	–	–	–	–	–	–	–	1	–	–	–
	Lighting Point 燈位	–	–	–	–	–	–	–	–	–	1	–	–	–
	13A Single Socket Outlet 13 安培單位電插座	–	–	–	–	–	–	–	–	–	1	–	–	–
	Miniature Circuit Breakers Board 總電掣箱	–	–	–	–	–	–	–	–	–	1	–	–	–
Balcony and Utility Platform 露台及工作平台	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1
Air-Conditioner Platform 空調機平台	A/C Unit Weatherproof Isolator 空調機防水開關掣	1	1	2	2	2	2	2	2	2	2	2	1	1

Notes:

1. "1, 2, ..." denotes the quantity of such provision(s) provided in the residential unit.
2. "–" denotes "not applicable".
3. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
4. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。
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. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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.

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

食水及沖廁水由水務署供應。

電力由中華電力有限公司供應。

煤氣由香港中華煤氣有限公司供應。

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

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；及在交付時，買方不須向擁有人支付清理廢料的費用。

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 deed of mutual covenant, and where the Owner has paid the debris removal fee, the purchaser shall reimburse the Owner for the same.

備註：

在交付時，買方須根據公契及管理協議向期數的管理人（而非擁有人）支付清理廢料的費用，而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 its fittings, finishes or appliances 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之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 by the owner.

擁有人現時並沒有向政府提出申請修訂批地文件。

30 RELEVANT INFORMATION 有關資料

1. Operation of Gondola

During maintenance of the external walls arranged by the Manager, gondola will be operating in the airspace outside the windows, balconies, utility platforms, air-conditioner platforms and external walls of the residential units.

2. Common Pipes

The external walls of some floors and/ or on flat roofs of transfer plate are equipped with exposed pipes, which may affect the view or enjoyment of some residential units.

3. Open Kitchen

Each owner of flats with open kitchen shall at his own costs and expenses observe and comply with the Fire Safety Management Plan and provisions set out in Clause 14.13 of the Deed of Mutual Covenant and Management Agreement, and any guideline or direction to be issued or given by the Manager from time to time relating to the implementation of the Fire Safety Management Plan and shall cause his tenants, lessees, licensees and other occupiers of his flat with open kitchen to observe and comply with the same.

1. 吊船之運作

在外牆進行由管理人安排的保養期間，吊船會在住宅單位之窗戶外、露台、工作平台、空調機平台及外牆操作。

2. 公共喉管

部分樓層外牆及/或轉換層平台上裝有外露之公共喉管，有可能影響部分住宅單位的景觀或享用。

3. 開放式廚房

每個設有開放式廚房的單位業主須自費遵守消防安全管理計劃及公契及管理協議第14.13條所載之條文，以及由管理人不時就消防安全管理計劃的實施而作出的任何指引或指示，並須促使其單位的租客、承租人、特許持有人及其他佔用人遵守該等條文、指引及指示。

4. Noise Mitigation Measures

The following measures to mitigate road traffic noise impact will be provided in the Phase: –

a. Vertical Acoustic Fins

b. Enhanced Acoustic Balconies

c. Acoustic Windows (Baffle Type)

Please refer to "Floor Plans of Residential Properties in the Phase" section of this Sales Brochure for details on the location of vertical acoustic fins, enhanced acoustic balconies and acoustic windows (baffle type).

The following noise mitigation measures to be implemented or provided at the relevant residential units of the Phase have been submitted to the Environmental Protection Department for approval on September 7, 2023, and the approval from the Environmental Protection Department has been obtained on September 25, 2023.

Tower	Floor	Unit	Noise Mitigation Measures
Tower 1	5/F – 32/F	A, B, C, D, E, F, G & M	Enhanced acoustic balcony at Living Room Acoustic window (baffle type) at Master Bedroom Acoustic window (baffle type) at Bedroom 1
	5/F – 32/F	A & M	Acoustic window (baffle type) at Bedroom 2
	5/F – 14/F	D	1.5 metre width vertical acoustic fin with aluminium cladding at Master Bedroom
Tower 2	5/F – 32/F	A, B, C, D, E, F, G, H, J & K	Enhanced acoustic balcony at Living Room
	5/F – 32/F	A, B, C, D, E, F, G, H & J	Acoustic window (baffle type) at Master Bedroom
	6/F – 32/F	K	Acoustic window (baffle type) at Master Bedroom
	5/F – 32/F	A, B, C, F, G & H	Acoustic window (baffle type) at Bedroom
	5/F – 32/F	D, E, J & K	Acoustic window (baffle type) at Bedroom 1 Acoustic window (baffle type) at Bedroom 2
	5/F – 14/F	D	1.5 metre width vertical acoustic fin with aluminium cladding at Master Bedroom

Notes:

1. Each owner of flats with approved Noise Mitigation Measures shall at his own expense be responsible and liable for the maintenance of the approved Noise Mitigation Measures forming part of his flat. No Owner shall alter, interfere with or remove the approved Noise Mitigation Measures forming part of his flat.
2. The two multi-unit buildings in the Phase, namely Tower 1 and Tower 2 of Delight Terrace, are referred to as "Tower 4" and "Tower 5" in the latest approved building plans of the Phase respectively.

4. 噪音緩解措施

期數將提供以下措施以緩解道路交通帶來的噪音影響：–

a. 垂直隔音鰭

b. 強效減音露台

c. 減音窗（擋音式）

有關垂直鰭、強效減音露台和減音窗（擋音式）位置的詳情，請參閱本售樓說明書的「期數的住宅物業的樓面平面圖」一節。

下列期數的相關住宅單位設置或提供之噪音緩解措施已於2023年9月7日提交環境保護署審批，並已於2023年9月25日獲得環境保護署批准。

座數	樓層	單位	噪音緩解措施
第一座	5樓至32樓	A、B、C、D、E、F、G及M	強效減音露台於客廳 減音窗（擋音式）於主人睡房 減音窗（擋音式）於睡房1
	5樓至32樓	A及M	減音窗（擋音式）於睡房2
	5樓至14樓	D	1.5米闊鋁質覆蓋牆板的垂直隔音鰭於主人睡房
第二座	5樓至32樓	A、B、C、D、E、F、G、H、J及K	強效減音露台於客廳
	5樓至32樓	A、B、C、D、E、F、G、H及J	減音窗（擋音式）於主人睡房
	6樓至32樓	K	減音窗（擋音式）於主人睡房
	5樓至32樓	A、B、C、F、G及H	減音窗（擋音式）於睡房
	5樓至32樓	D、E、J及K	減音窗（擋音式）於睡房1 減音窗（擋音式）於睡房2
	5樓至14樓	D	1.5米闊鋁質覆蓋牆板的垂直隔音鰭於主人睡房

備註：

1. 噪音緩解措施的單位的業主須自費負責構成其單位一部分的獲批准噪音緩解措施的保養維修。任何業主均不可更改、干擾或移除構成其單位一部分的獲批准噪音緩解措施。
2. 期數中的2幢多單位建築物（即樂啟軒第一座及第二座），於期數的最新經批准圖則中分別標注為第4座（Tower 4）及第5座（Tower 5）。

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: https://delightterrace.hkhs.com/

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：https://delightterrace.hkhs.com/

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

Breakdown of GFA Concessions Obtained for All Features

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

獲寬免總樓面面積的設施分項

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

		Area (sq. m.) 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）	Not Applicable 不適用
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	938.743
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	3087.370
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	429.036
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	756.600
4	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	2262.650
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		
5	Communal sky garden 公用空中花園	Not Applicable 不適用
6	Acoustic fin 隔聲鰭	6.000
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	2533.045
9	Utility platform 工作平台	562.500
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	216.320
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	561.301
13	Covered landscaped and play area 有蓋園景區及遊樂場地	2918.004
14	Horizontal screen/covered walkway and trellis 橫向屏障 / 有蓋人行道及花棚	86.886
15	Larger lift shaft 擴大升降機槽	1159.440
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、衞星電視共用天線房	1.779
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	1053.624

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申請建築物總樓面面積寬免的資料

		Area (sq. m.) 面積（平方米）
Amenity Features 適意設施		
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	146.261
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
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	Not Applicable 不適用
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

		Area (sq. m.) 面積（平方米）
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 table below 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。

Environment 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 Gold

PROVISIONAL GOLD NB V1.2 2024 HKGBC BEAM Plus

Application no.: PAG0168/24

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。

暫定金級

暫定金級 NB V1.2 2024 HKGBC BEAM Plus

申請編號: PAG0168/24

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

Estimated Energy Performance or Consumption for the Common Parts of the Development

Latest information on the estimated energy performance or consumption for the common parts of the development as submitted to the Building Authority prior to the printing of the sales brochures:

發展項目的公用部分的預計能量表現或消耗

於印製售樓說明書前呈交予建築事務監督發展項目的公用部分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	NO 否
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. High efficiency duct type inverter air conditioning system 高效的變頻風管式靜冷空調機的空調系統 2. Energy saving lighting (i.e. LED lamp) to reduce the energy consumption of lighting system 節能燈具（即發光二極管燈具）以減低照明系統能源消耗 3. Variable voltage variable frequency (VVVF) drive traction lift to reduce energy consumption of lift system 變壓變頻驅動牽引電梯以減低垂直運輸系統能源消耗

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	
		Electricity kWh/m^2/annum 電力 千瓦小時/平方米/年	Town Gas/LPG unit/m^2/annum 煤氣/石油氣 用量單位/平方米/年	Electricity kWh/m^2/annum 電力 千瓦小時/平方米/年	Town Gas/LPG unit/m^2/annum 煤氣/石油氣 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的部分（註腳3）	Domestic area served by central building services installation: 3608.5m^2 使用中央屋宇裝備裝置的住用部分： 3608.5平方米	202.8	Not Applicable 不適用	174.7	Not Applicable 不適用

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/m^2/annum) and town gas/LPG consumption (unit/m^2/annum), of the development by the internal floor area served, where:

   (a) "total annual energy use" has the same meaning of "annual energy use" in the BEAM Plus New Buildings (current version); and

   (b) "internal floor area", in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.

2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" in the BEAM Plus New Buildings (current version).

3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services 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〕，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：–

   (a) "每年能源消耗量"與新建樓宇BEAM Plus標準（現行版本）中的「年能源消耗」具有相同涵義；及

   (b) 樓宇、空間或單位的"內部樓面面積"，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。

2. "基準樓宇"與新建樓宇BEAM Plus標準（現行版本）中的"基準建築物模式（零分標準）"具有相同涵義。

3. "中央屋宇裝備裝置"與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。

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 Government Grant up to and including the date of the respective Assignments to the purchasers.
4. The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the 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.

1. 買方須與賣方於正式買賣合約協議，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. 已簽署買賣合約的買方如已支付不多於港幣一百元象徵式費用（按每次要求計算），有權查閱並在其要求時獲提供一份有關以下資料的最新紀錄之印本：完成興建期數所需的建築費用及專業費用總額及有關直至詢問時的上一個月底為止已動用及支付的建築費用及專業費用總額。

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

Date of Printing: 2 December 2024

印製日期：2024年12月2日

35 POSSIBLE FUTURE CHANGE
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。

EXAMINATION RECORD
檢視紀錄

Examination / Revision Date 檢視/修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
28 February 2025 2025年2月28日	14	Updated the location plan of the development. 更新發展項目的所在位置圖。
	15, 15a, 15b	Updated aerial photograph of the phase. 更新期數的鳥瞰照片。
	21	Revised some of the information in floor plans of residential properties of the phase. 修訂期數的住宅物業的樓面平面圖的部分資料。
	116	Revised some of the information in fittings, finishes and appliances. 修訂裝置、裝修物料及設備的部分資料。
	141, 142	Updated information in application for concession on gross floor area of building. 更新申請建築物總樓面面積寬免的資料。
27 May 2025 2025年5月27日	14	Updated the location plan of the development. 更新發展項目的所在位置圖。
	18	Updated the outline zoning plan etc. relating to the development. 更新關乎發展項目的分區計劃大綱圖等。
26 August 2025 2025年8月26日	8	Updated information on the phase. 更新期數的資料。
	14	Updated the location plan of the development. 更新發展項目的所在位置圖。
	15, 15a, 15b	Updated aerial photograph of the phase on pages 15 – 15a and removed the aerial photograph of the phase on page 15b. 更新於15頁至15a頁的期數的鳥瞰照片，並刪除於15b頁的期數的鳥瞰照片。
	20	Updated layout plan of the development. 更新發展項目的布局圖。
	22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44	Updated floor plans of residential properties of the phase. 更新期數的住宅物業的樓面平面圖。
	23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45	Revised some of the information in floor plans of residential properties of the phase. 修訂期數的住宅物業的樓面平面圖的部分資料。
	97, 98, 99	Updated information on public facilities and public open spaces. 更新公共設施及公眾休憩用地的資料。
	101, 102, 103, 104, 105, 106	Updated cross-section plan of building in the phase. 更新期數中的建築物的橫截面圖。
	107, 108, 109, 110	Updated elevation plan. 更新立面圖。
	121	Revised some of the information in fittings, finishes and appliances. 修訂裝置、裝修物料及設備的部分資料。
	141	Updated information in application for concession on gross floor area of building. 更新申請建築物總樓面面積寬免的資料。

EXAMINATION RECORD
檢視紀錄

Examination / Revision Date 檢視/修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
25 November 2025 2025年11月25日	14	Updated the location plan of the development. 更新發展項目的所在位置圖。
	18	Updated the outline zoning plan etc. relating to the development. 更新關乎發展項目的分區計劃大綱圖等。
	121	Revised some of the information in fittings, finishes and appliances. 修訂裝置、裝修物料及設備的部分資料。
24 February 2026 2026年2月24日	14	Updated the location plan of the development. 更新發展項目的所在位置圖。