IN ONE 瑜一

第IC期 Phase IC

SALES BROCHURE

售樓説明書

IN ONE 瑜一

第IC期 Phase IC

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

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

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The vendor will provide copies of the Government land grant and the DMC (or the draft DMC) at the place where the sale is to take place for free inspection by prospective purchasers.

[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.

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

- Check the Government land grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

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

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

8. Register of Transactions

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

9. Agreement for sale and purchase

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

10. Expression of intent of purchasing a residential property

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

11. Appointment of estate agent

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

12. Appointment of solicitor

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

FOR FIRST-HAND UNCOMPLETED RESIDENTIAL PROPERTIES

13. Pre-sale Consent

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

14. Show flats

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

FOR FIRST-HAND UNCOMPLETED RESIDENTIAL PROPERTIES AND COMPLETED RESIDENTIAL PROPERTIES PENDING COMPLIANCE

15. Estimated material date and handing over date

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

[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:

	Website	Telephone	Email	Fax
Consumer Council	www.consumer.org.hk	2929 2222	cc@consumer.org.hk	2856 3611
Estate Agents Authority	www.eaa.org.hk	2111 2777	enquiry@eaa.org.hk	2598 9596
Real Estate Developers Association of Hong Kong		2826 0111		2845 2521

Sales of First-hand Residential Properties Authority
March 2023

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

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

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

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

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

4. 物業的面積及四周環境
- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部和內部尺寸[2]。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境(包括交通和社區設施)；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

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

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

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

8. 成交紀錄冊
- 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的24小時內，於紀錄冊披露該臨時買賣合約的資料，以及於買賣合約訂立後一個工作天內，披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目的銷售情況。

[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。

- 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書發出後的一個月內(以較早者為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
    - ➢如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
  - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
  - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
    - ➢工人罷工或封閉工地；
    - ➢暴動或內亂；
    - ➢不可抗力或天災；
    - ➢火警或其他賣方所不能控制的意外；
    - ➢戰爭；或
    - ➢惡劣天氣。

[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。

- 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：

	網址	電話	電郵	傳真
消費者委員會	www.consumer.org.hk	2929 2222	cc@consumer.org.hk	2856 3611
地產代理監管局	www.eaa.org.hk	2111 2777	enquiry@eaa.org.hk	2598 9596
香港地產建設商會		2826 0111		2845 2521

一手住宅物業銷售監管局
2023年3月

Name of the Phase of the Development
Phase IC (the "Phase") of Phase I (IN ONE) of Ho Man Tin Station Property Development ("the Development")

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

Total number of storeys of each multi-unit building
Tower 5 (5A & 5B): 28 storeys (excluding Roof, Lift Machine Room Floor, Generator Room Floor and Upper Roof)

Floor numbering in each multi-unit building as provided in the approved building plans for the Phase
Tower 5 (5A & 5B): Lower Ground 3 Floor, Lower Ground 2 Floor, Lower Ground 1 Floor, G/F, 1/F, 2/F, 3/F, 5/F - 12/F, 15/F - 23/F and 25/F - 28/F

Omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order
Tower 5 (5A & 5B): 4/F, 13/F, 14/F & 24/F

Refuge floor (if any) of each multi-unit building
Tower 5 (5A & 5B): Not Applicable

發展項目期數的名稱
何文田站物業發展項目(「發展項目」)的第I期(瑜一)的第IC期(「期數」)

期數所位於的街道的名稱及由差餉物業估價署署長為識別期數的目的而編配的門牌號數
忠孝街1號

每幢多單位建築物的樓層的總數
第5座(5A及5B)：28層(不包括天台、升降機房層、發電機房層及頂層天台)

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數
第5座(5A及5B)：地下低層3樓、地下低層2樓、地下低層1樓、地下、1樓、2樓、3樓、5樓至12樓、15樓至23樓及25樓至28樓

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數
第5座(5A及5B)：4樓、13樓、14樓及24樓

每幢多單位建築物內的庇護層(如有的話)
第5座(5A及5B)：不適用

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

Vendor
MTR Corporation Limited (as "Owner")[1]
Grace Castle Corporation Limited (as "Person so engaged")[2]

Holding Company of the Vendor
Holding Company of the Owner: Not applicable

Holding Companies of the Person so engaged:
Chinachem Properties Holding Company Limited
Chinachem Group Holdings Limited

Authorized Person for the Phase
Lee Kar-yan, Douglas

The firm or corporation of which an authorized person for the Phase is a proprietor, director or employee in his or her professional capacity
Andrew Lee King Fun & Associates Architects Limited

Building Contractor for the Phase
Gammon Engineering & Construction Company Limited

The firms of solicitors acting for the Owner in relation to the sale of residential properties in the Phase
Deacons
Johnson Stokes & Master
Ford Kwan & Co
Kao, Lee & Yip
Slaughter & May

Any authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Phase
Bank of China (Hong Kong) Limited
The Hongkong and Shanghai Banking Corporation Limited
Industrial and Commercial Bank of China (Asia) Limited
Agricultural Bank of China Limited Hong Kong Branch
Hang Seng Bank Limited
United Overseas Bank Limited
(Note: all the aforementioned loans have been fully repaid on 28 April 2025)

Any other person who has made a loan for the construction of the Phase
Chinachem Group Holdings Limited
Somercotes Limited

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

賣方
香港鐵路有限公司(作為「擁有人」)[1]
堡雅有限公司(作為「如此聘用的人」)[2]

賣方的控權公司
擁有人的控權公司：不適用

如此聘用的人的控權公司：
華懋物業控股有限公司
華懋集團控股有限公司

期數的認可人士
李嘉胤

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
李景勳、雷煥庭建築師有限公司

期數的承建商
Gammon Engineering & Construction Company Limited

就期數中的住宅物業的出售而代表擁有人行事的律師事務所
的近律師行
孖士打律師行
梁錦濤關學林律師行
高李葉律師行
司力達律師樓

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構
中國銀行(香港)有限公司
香港上海滙豐銀行有限公司
中國工商銀行(亞洲)有限公司
中國農業銀行股份有限公司香港分行
恒生銀行有限公司
大華銀行有限公司
(註：上述所有貸款已於2025年4月28日被全部清還)

已為期數的建造提供貸款的任何其他人
華懋集團控股有限公司
Somercotes Limited

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

(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. 賣方或有關期數的承建商屬個人，並屬該期數的認可人士的家人。	Not Applicable 不適用
(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. 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人。	Not Applicable 不適用
(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. 賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人。	No 否
(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. 賣方或該期數的承建商屬個人，並屬上述認可人士的聯繫人士的家人。	Not Applicable 不適用
(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. 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人。	Not Applicable 不適用
(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. 賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人。	No 否
(g)	The Vendor or a building contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase. 賣方或該期數的承建商屬個人，並屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	Not Applicable 不適用
(h)	The Vendor or a building contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase. 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	Not Applicable 不適用
(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. 賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人。	No 否
(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. 賣方、賣方的控權公司或有關期數的承建商屬私人公司，而該期數的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份。	No 否

Note:
A reference to the Vendor here is a reference to either MTR Corporation Limited (as "Owner") or Grace Castle Corporation Limited (as "Person so engaged").

(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. 賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份。	No 否
(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. 賣方或該期數的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書。	No 否
(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. 賣方或該期數的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員。	Not Applicable 不適用
(n)	The Vendor, a holding company of the Vendor, or a building contractor for the Phase, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase holds at least 10% of the issued shares in that Vendor, holding company or contractor. 賣方、賣方的控權公司或該期數的承建商屬私人公司，而就該期數中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份。	No 否
(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. 賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份。	No 否
(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. 賣方或該期數的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書。	No 否
(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. 賣方或該期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員。	Not Applicable 不適用
(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. 賣方或該期數的承建商屬法團，而該期數的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團。	No 否
(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. 賣方或該期數的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的聯繫法團。	No 否

備註：
在此提述賣方即提述香港鐵路有限公司(作為「擁有人」)或堡雅有限公司(作為「如此聘用的人」)。

There are non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
The range of thickness of the non-structural prefabricated external walls of each block will be 150mm.
There are curtain walls forming part of the enclosing walls of the Phase.
The range of thickness of the curtain walls of each block will be 200mm.

期數有構成圍封牆的一部分的非結構的預製外牆。
每幢建築物的非結構的預製外牆的厚度範圍將為150毫米。
期數有構成圍封牆的一部分的幕牆。
每幢建築物的幕牆的厚度範圍將為200 毫米。

Total Area of the Non-Structural Prefabricated External Walls and Curtain Walls of each Residential Property
每個住宅物業的非結構的預製外牆及幕牆的總面積

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)	Total area of curtain wall of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Tower 5 (5A) 第 5 座 (5A)	1/F 1樓	A	0.743	2.211
		B	0.240	1.071
		C	0.919	2.165
Tower 5 (5B) 第 5 座 (5B)		A	1.039	1.493
		B	-	0.918
		C	-	1.051
		D	-	1.021
		E	0.446	1.358
		F	0.270	1.316
Tower 5 (5A) 第 5 座 (5A)	2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓	A	0.743	2.211
		B	0.240	1.071
		C	0.814	2.165
Tower 5 (5B) 第 5 座 (5B)		A	1.039	1.493
		B	-	0.918
		C	-	1.051
		D	-	1.021
		E	0.446	1.358
		F	0.270	1.316

Note:
Tower 5 (5A and 5B): 4/F, 13/F, 14/F and 24/F are omitted.

備註：
第5座 (5A及5B)：不設4樓、13樓、14樓及24樓。

Total Area of the Non-Structural Prefabricated External Walls and Curtain Wall of each Residential Property
每個住宅物業的非結構的預製外牆及幕牆的總面積

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)	Total area of curtain wall of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Tower 5 (5A) 第 5 座 (5A)	27/F 27樓	A	1.268	2.818
		B	1.187	2.889
Tower 5 (5B) 第 5 座 (5B)		A	1.039	1.493
		B	-	0.918
		C	-	1.051
		D	-	1.021
		E	0.446	1.358
		F	0.270	1.316
Tower 5 (5A) 第 5 座 (5A)	28/F 28樓	A	1.268	2.818
		B	1.187	2.889
Tower 5 (5B) 第 5 座 (5B)		A	1.039	1.493
		B	-	0.918
		C	-	1.051
		D	-	1.021
		E	0.446	1.358
		F	0.270	1.316

Note:
Tower 5 (5A and 5B): 4/F, 13/F, 14/F and 24/F are omitted.

備註：
第5座 (5A及5B)：不設4樓、13樓、14樓及24樓。

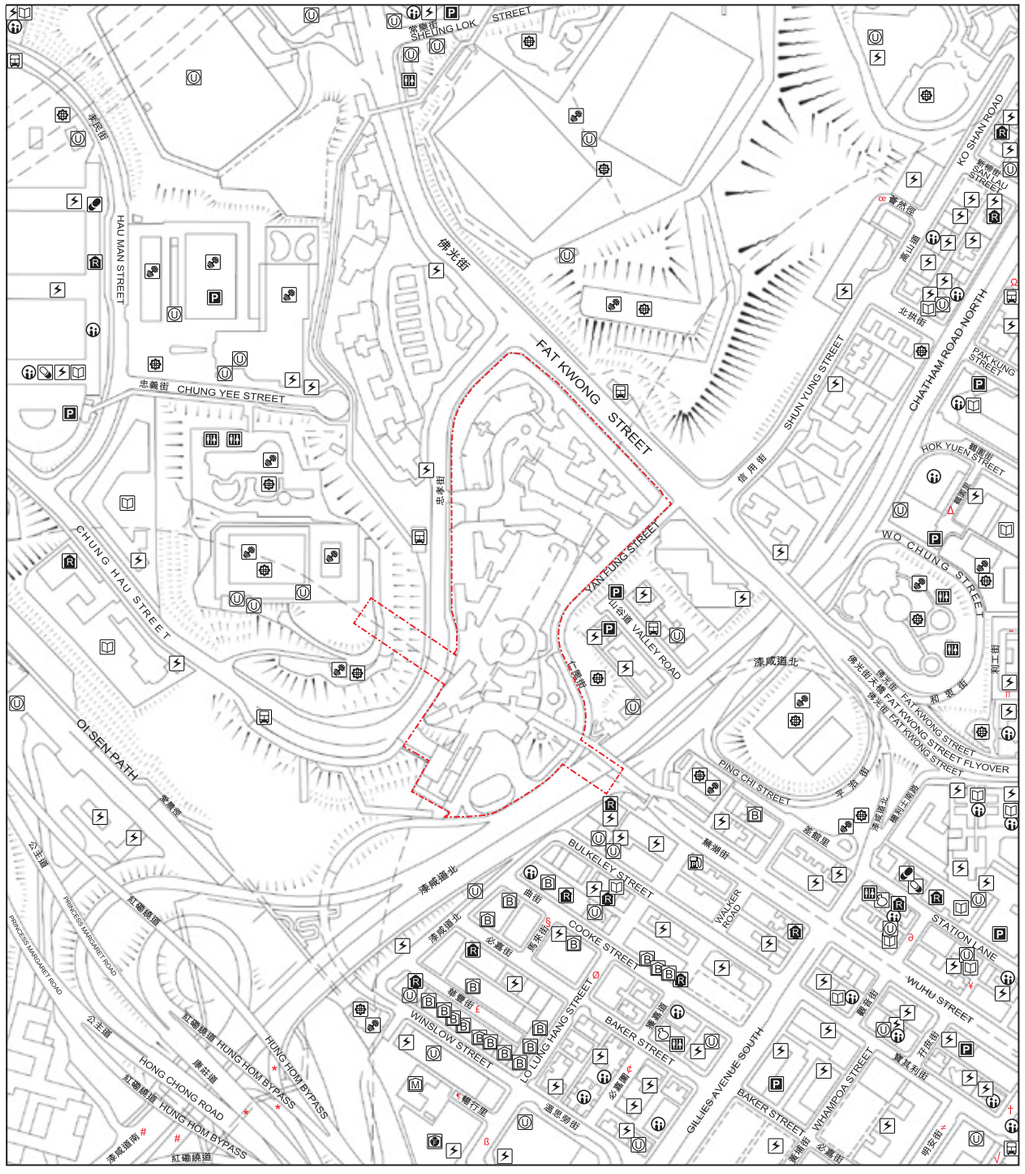
Person appointed as the Manager of the Phase under the Deed of Mutual Covenant that has been executed:

MTR Corporation Limited

根據已簽立的公契，獲委任為期數的管理人的人：

香港鐵路有限公司

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



Location of the Development
發展項目的位置

Scale 比例：
0 250m（米）

N

This location plan is prepared by the Vendor with reference to the Digital Topographic Map No. T11-NW-D dated 12 February 2026 available from Survey and Mapping Office of the Lands Department, with adjustments where necessary.
此位置圖是由賣方參考地政總署測繪處於2026年2月12日出版之數碼地形圖擬備，圖幅編號為T11-NW-D，有需要處經修正處理。

NOTATION 圖例：

- a power plant (including electricity sub-stations) 發電廠(包括電力分站)
- a public transport terminal (including a rail station) 公共交通總站(包括鐵路車站)
- a public carpark (including a lorry park) 公眾停車場(包括貨車停泊處)
- a public park 公園
- a public utility installation 公用事業設施裝置
- a school (including a kindergarten) 學校(包括幼稚園)
- sports facilities (including a sports ground and a swimming pool) 體育設施(包括運動場及游泳池)
- a religious institution (including a church, a temple and a Tsz Tong) 宗教場所(包括教堂、廟宇及祠堂)
- social welfare facilities (including an elderly centre and a home for the mentally disabled) 社會福利設施 (包括老人中心及弱智人士護理院)
- a petrol filling station 油站
- a funeral parlour 殯儀館
- a public convenience 公廁
- a refuse collection point 垃圾收集站
- a clinic 診療所
- an addiction treatment centre 戒毒院所
- a columbarium 骨灰龕
- a mortuary 殮房

Street name(s) not shown in full in 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：

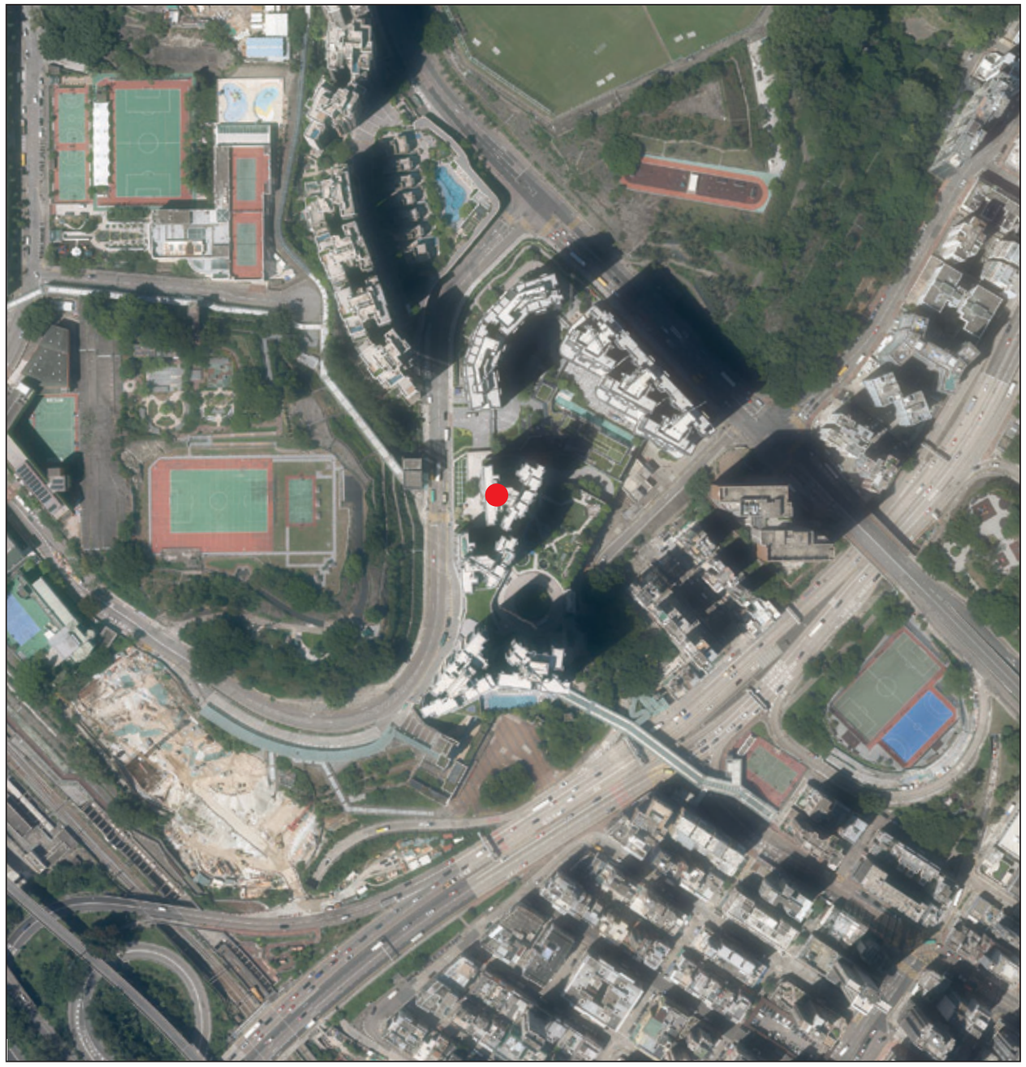
* 康莊道 HONG CHONG ROAD	# 漆咸道南 CHATHAM ROAD SOUTH	¶ 暢行里 CHEONG HANG LANE	ß 暢行道 CHEONG HANG ROAD	£ 華豐街 WA FUNG STREET
¢ 必嘉圍 BAKER COURT	§ 馬來街 MALACCA STREET	≠ 明安街 MING ON STREET	† 大沽街 TAKU STREET	¥ 孖庶街 MARSH STREET
∂ 觀音街 KUN YAM STREET	Ω 新圍街 SAN WAI STREET	œ 蕎然徑 WAI YIN PATH	Π 利工街 LEE KUNG STREET	Ø 老龍坑街 LO LUNG HANG STREET
√ 湖光街 WU KWONG STREET	~ 青州街 TSING CHAU STREET	Δ 鶴園里 HOK YUEN LANE		

Intellectual property rights of the Digital Map are owned by the Government of the HKSAR.
香港特別行政區政府為數碼地圖之知識產權擁有人。

Notes:
1. 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.
2. The location plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to the technical reason that the boundary of the Development is irregular.

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

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



Location of the Phase
期數的位置

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. E259885C, date of flight: 12 September 2025.
摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號為E259885C，飛行日期：2025年9月12日。

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香港特別行政區政府地政總署測繪處 © 版權所有，未經許可，不得複製。

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

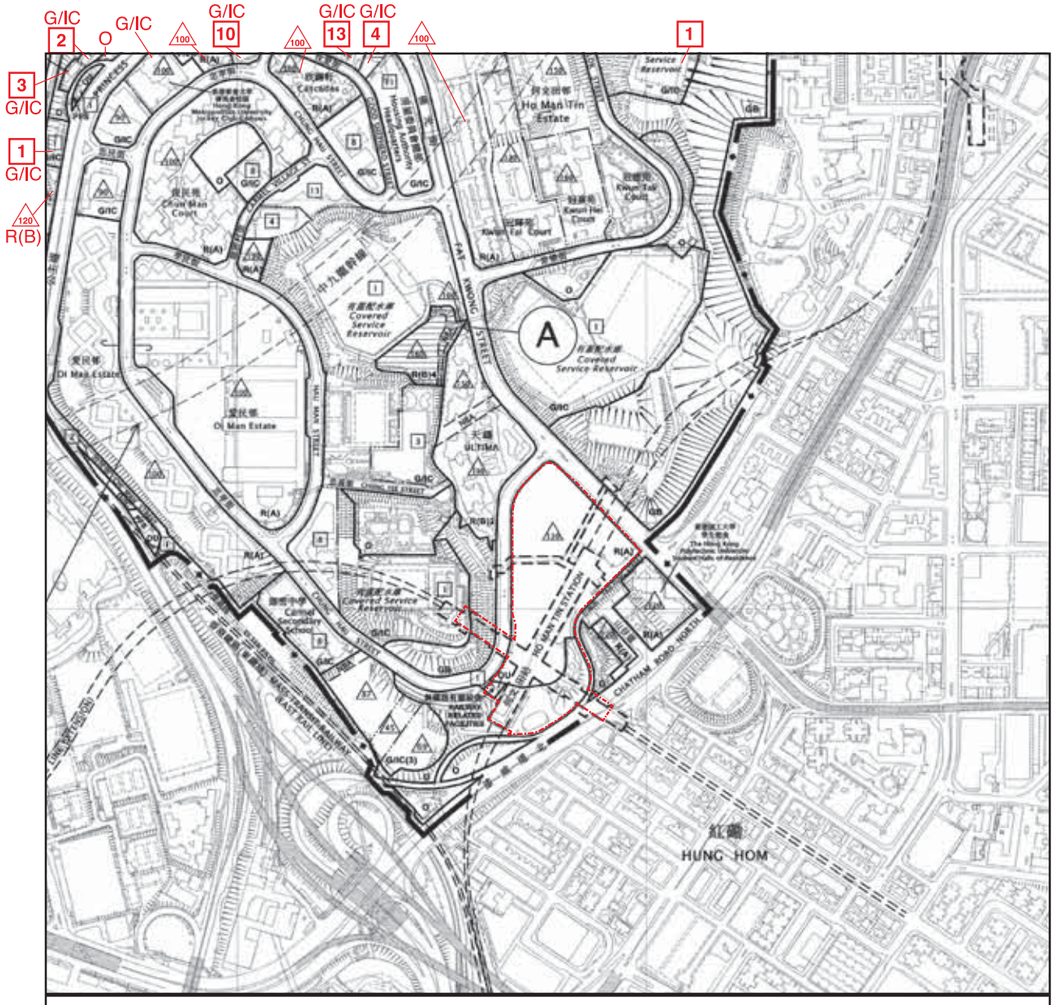
備註：
1. 期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能多於《一手住宅物業銷售條例》所規定的範圍。

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

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



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

Location of the Development
發展項目的位置

Scale 比例尺
Metre 米 0 100 200 300 400 500

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

Adopted from part of the Draft Ho Man Tin Outline Zoning Plan No. S/K7/25, gazetted on 14 November 2025 with adjustments where necessary as shown in red.
摘錄自2025年11月14日刊憲之何文田分區計劃大綱草圖編號S/K7/25，有需要處經修正處理，並以紅色顯示。

N

NOTATION 圖例：

ZONES		地帶
RESIDENTIAL (GROUP A)	R(A)	住宅（甲類）
RESIDENTIAL (GROUP B)	R(B)	住宅（乙類）
GOVERNMENT, INSTITUTION OR COMMUNITY	G/IC	政府、機構或社區
OPEN SPACE	O	休憩用地
OTHER SPECIFIED USES	OU	其他指定用途
GREEN BELT	GB	綠化地帶

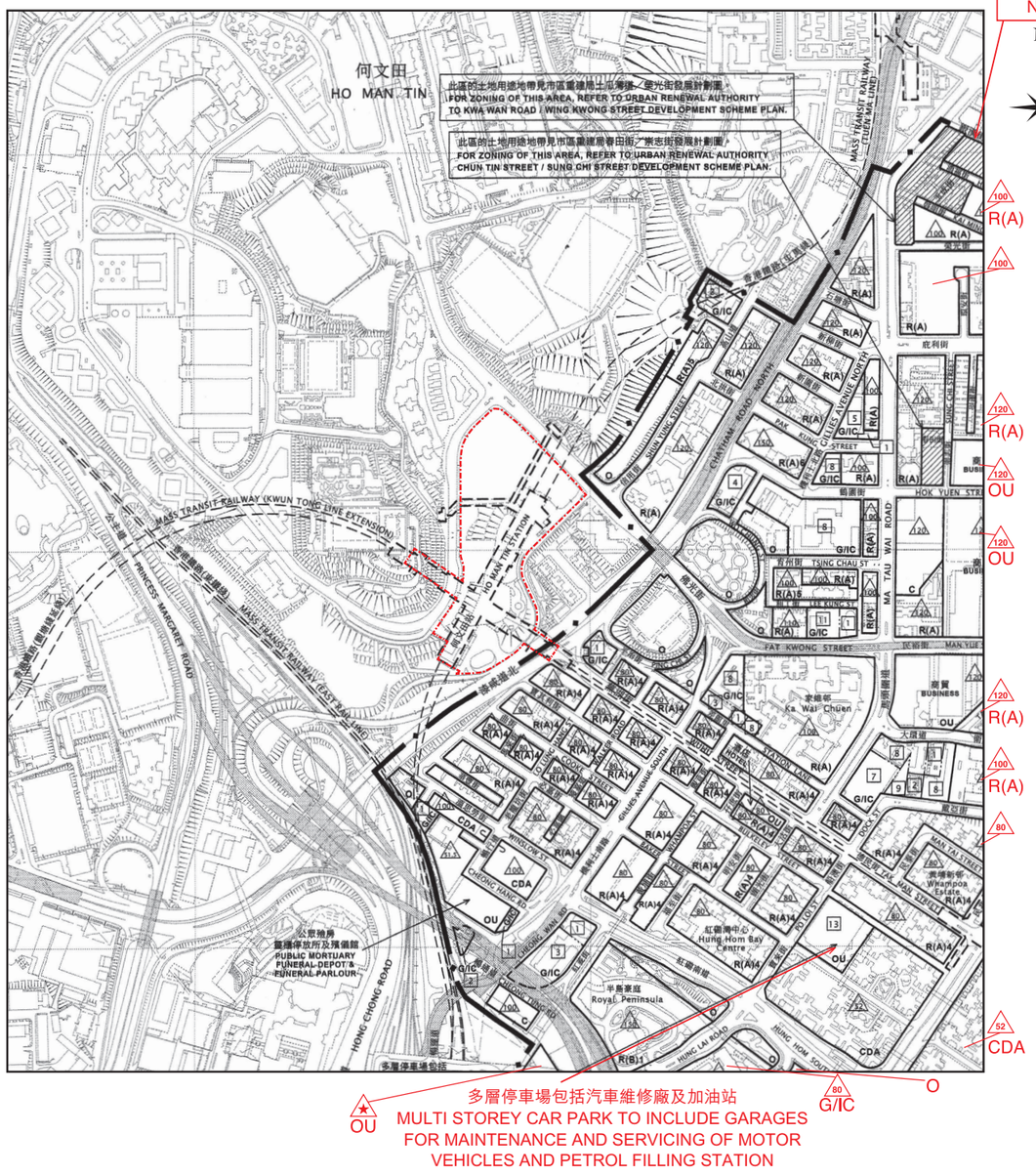
COMMUNICATIONS		交通
RAILWAY AND STATION (UNDERGROUND)	東站 STATION	鐵路及車站（地下）
MAJOR ROAD AND JUNCTION		主要道路及路口
ELEVATED ROAD		高架道路

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
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	100	最高建築物高度（在主水平基準上若干米）
MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	8	最高建築物高度（樓層數目）
PETROL FILLING STATION	P F S	加油站
NON-BUILDING AREA	NBA	非建築用地

核准圖編號 S/K7/24 的修訂
AMENDMENT TO APPROVED PLAN No. S/K7/24

AMENDMENT EXHIBITED UNDER SECTION 5 OF THE TOWN PLANNING ORDINANCE		按照城市規劃條例第5條展示的修訂
AMENDMENT ITEM A		修訂項目A項

備註：
1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此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。



Location of the Development
發展項目的位置

Scale 比例尺
Metre 米 0 100 200 300 400 500

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

此區的土地用途地帶見市區重建局鴻福街/銀漢街發展計劃圖。
FOR ZONING OF THIS AREA, REFER TO URBAN RENEWAL AUTHORITY HUNG FOOK STREET / NGAN HON STREET DEVELOPMENT SCHEME PLAN.

N

Adopted from part of the Draft Hung Hom Outline Zoning Plan No. S/K9/29, gazetted on 12 September 2025, with adjustment where necessary as shown in red.
摘錄自2025年9月12日刊憲之紅磡分區計劃大綱草圖編號S/K9/29，有需要處經修正處理，並以紅色顯示。

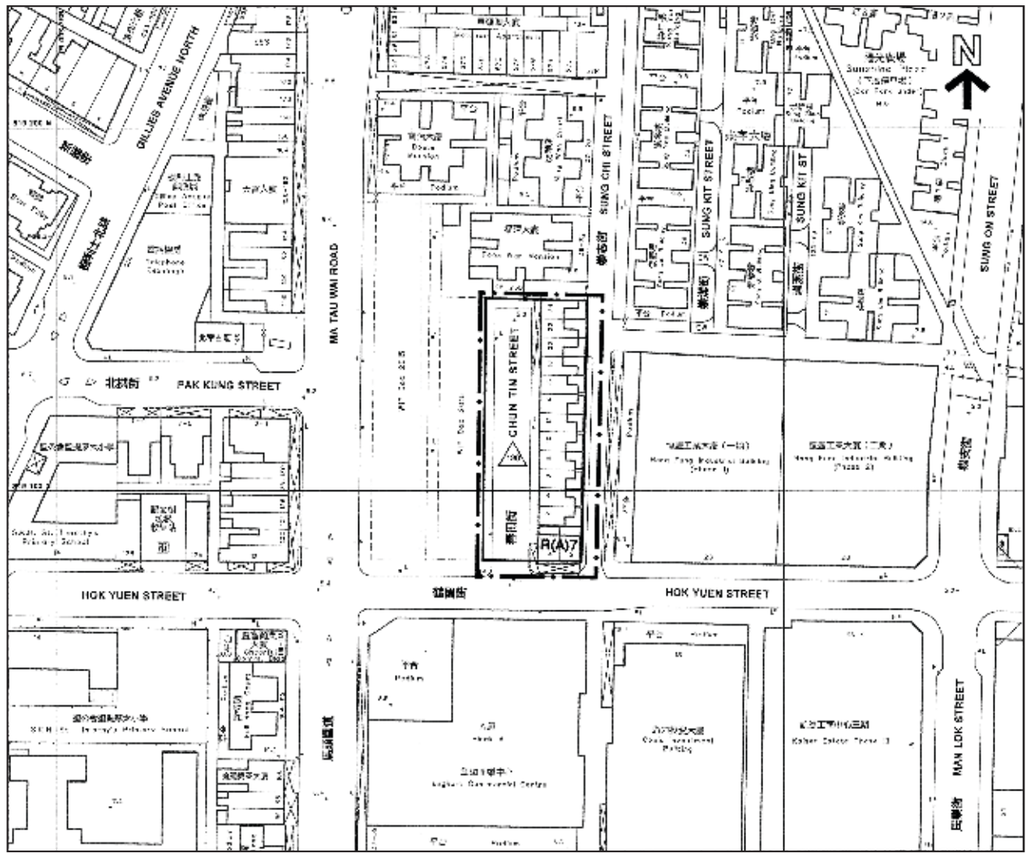
NOTATION 圖例：

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

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

MISCELLANEOUS		其他
BOUNDARY OF PLANNING SCHEME		規劃範圍界線
URBAN RENEWAL AUTHORITY DEVELOPMENT SCHEME PLAN AREA		市區重建局發展計劃圖範圍
BUILDING HEIGHT CONTROL ZONE BOUNDARY		建築物高度管制區界線
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	80	最高建築物高度（在主水平基準上若干米）
MAXIMUM BUILDING HEIGHT RESTRICTION AS STIPULATED ON THE NOTES	★	《註釋》內訂明最高建築物高度限制
MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	1	最高建築物高度（樓層數目）

備註：
1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此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。



Scale 比例：
0 100m（米）

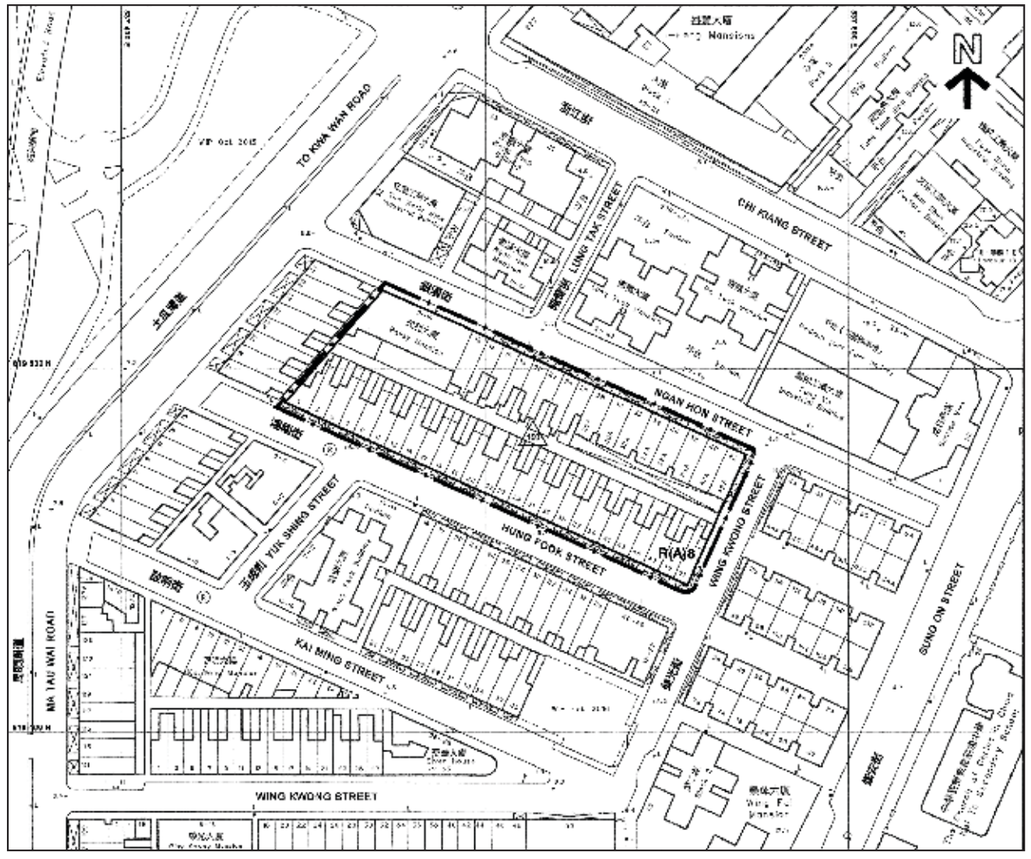
Adopted from part of Urban Renewal Authority Chun Tin Street/Sung Chi Street Development Scheme Plan, Plan No. S/K9/URA1/2, approved on 31 October 2017.
摘錄自2017年10月31日核准之市區重建局春田街/崇志街發展計劃圖，圖則編號為S/K9/URA1/2。

NOTATION 圖例：

BOUNDARY OF DEVELOPMENT SCHEME		發展計劃範圍界線
RESIDENTIAL (GROUP A) 7	R(A)7	住宅（甲類）7
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	120	最高建築物高度（在主水平基準上若干米）

Notes:
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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 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：
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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，版權屬香港特區政府，經地政總署准許複印。



Scale 比例：
0 100m（米）

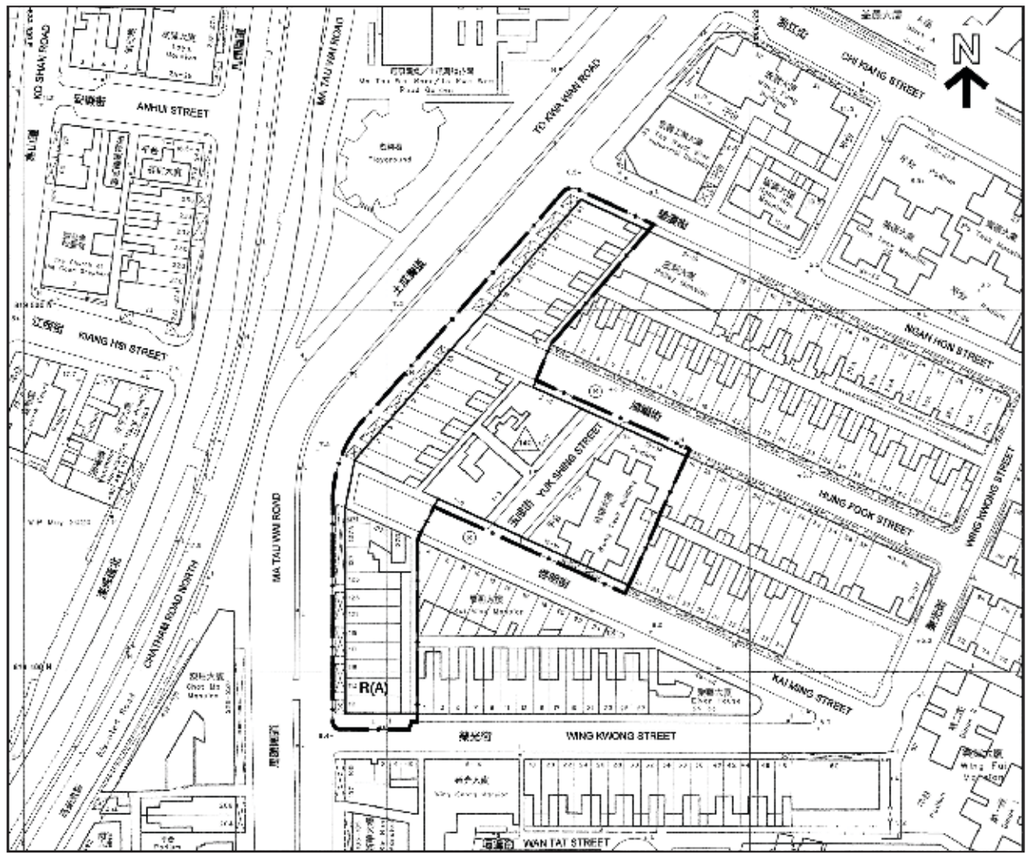
Adopted from part of Urban Renewal Authority Hung Fook Street/Ngan Hon Street Development Scheme Plan, Plan No. S/K9/URA2/2, approved on 31 October 2017.
摘錄自2017年10月31日核准之市區重建局鴻福街/銀漢街發展計劃圖，圖則編號為S/K9/URA2/2。

NOTATION 圖例：

BOUNDARY OF DEVELOPMENT SCHEME		發展計劃範圍界線
RESIDENTIAL (GROUP A) 8	R(A)8	住宅（甲類）8
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	100	最高建築物高度（在主水平基準上若干米）

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Scale 比例：
0 100m（米）

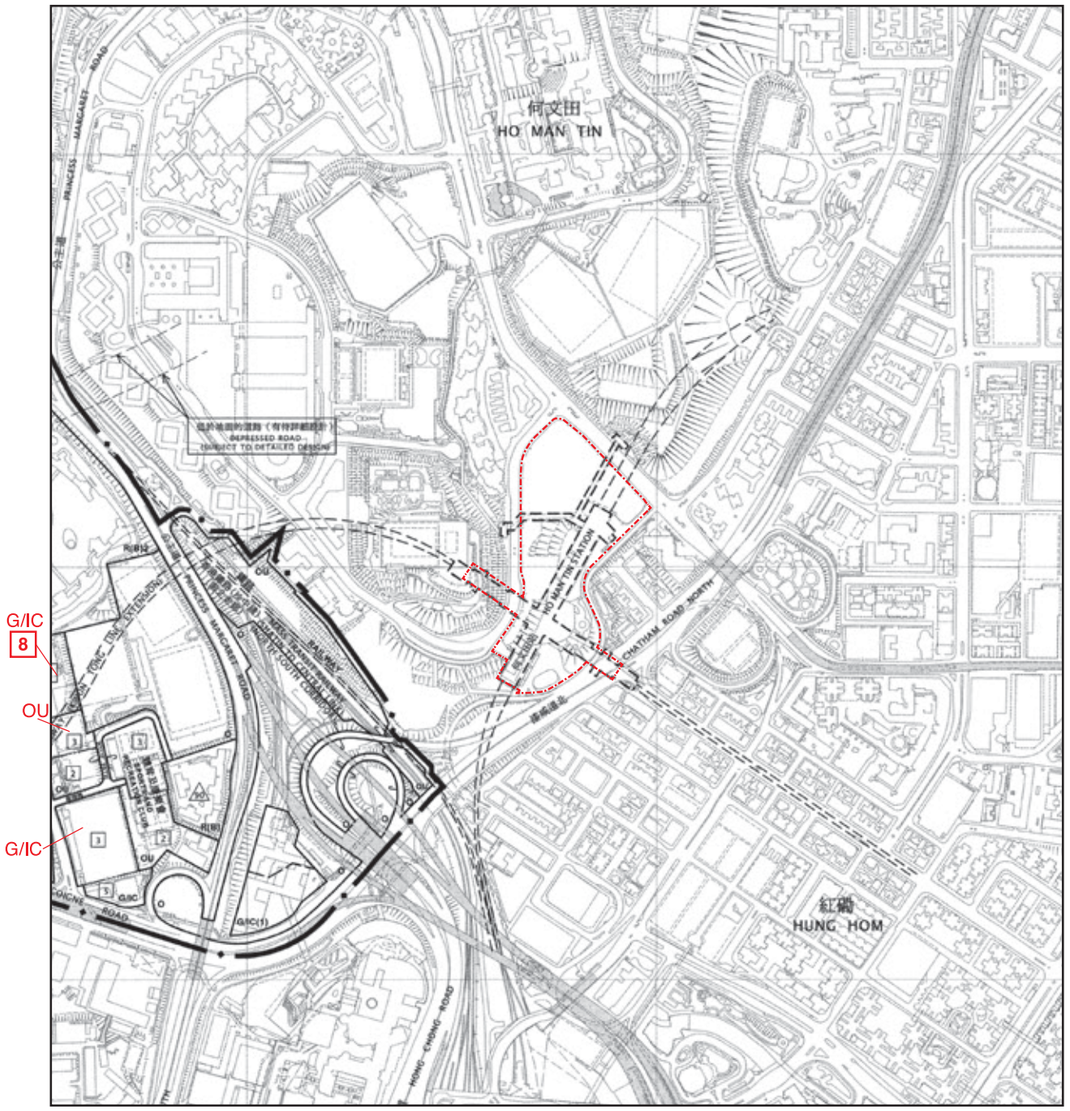
Adopted from part of Urban Renewal To Kwa Wan Road/Wing Kwong Street Development Scheme Plan, Plan No. S/K9/URA3/2, approved on 31 May 2022.
摘錄自2022年5月31日核准之市區重建局土瓜灣道/榮光街發展計劃圖，圖則編號為S/K9/URA3/2。

NOTATION 圖例：

BOUNDARY OF DEVELOPMENT SCHEME		發展計劃範圍界線
RESIDENTIAL (GROUP A)	R(A)	住宅（甲類）
MAJOR ROAD AND JUNCTION		主要道路及路口
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	140	最高建築物高度（在主水平基準上若干米）

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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，版權屬香港特區政府，經地政總署准許複印。



Location of the Development
發展項目的位置

Scale 比例尺
Metre 米 0 100 200 300 400 500

N

Adopted from part of the Approved Yau Ma Tei Outline Zoning Plan No. S/K2/26, gazetted on 26 July 2024 with adjustments where necessary as shown in red.
摘錄自2024年7月26日刊憲之油麻地分區計劃大綱核准圖編號S/K2/26，有需要處經修正處理，並以紅色顯示。

NOTATION 圖例：

ZONES		地帶
RESIDENTIAL (GROUP B)	R(B)	住宅（乙類）
GOVERNMENT, INSTITUTION OR COMMUNITY	G/IC	政府、機構或社區
OPEN SPACE	O	休憩用地
OTHER SPECIFIED USES	OU	其他指定用途

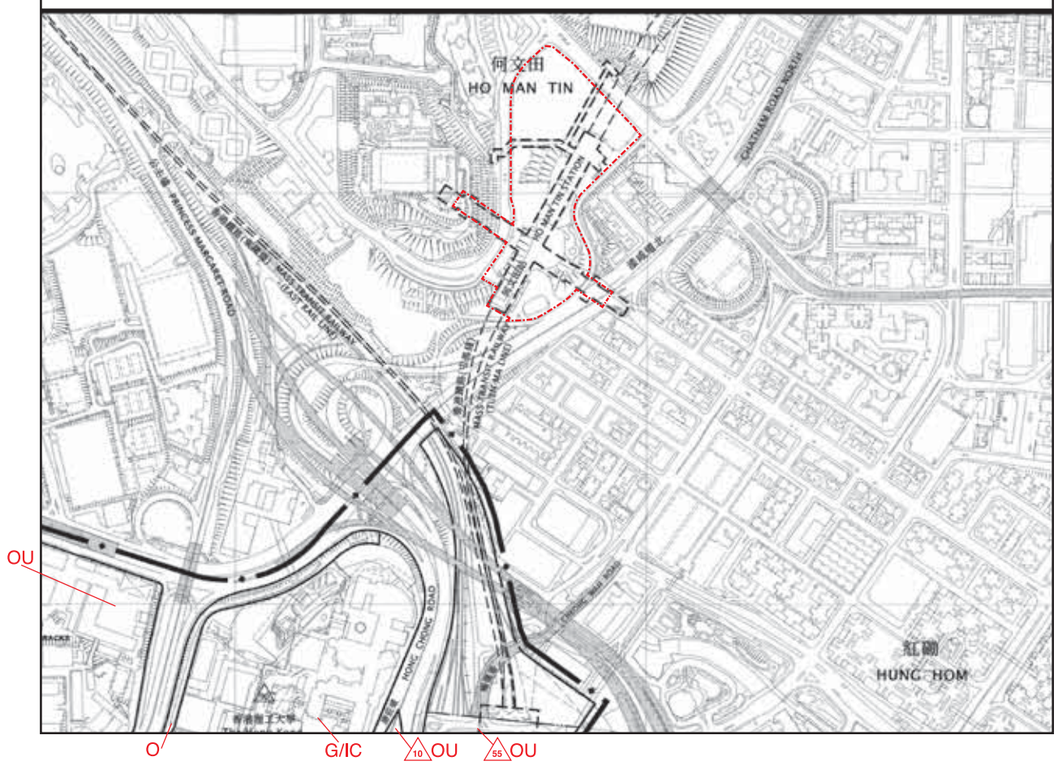
COMMUNICATIONS		交通
RAILWAY AND STATION (UNDERGROUND)	車站 STATION	鐵路及車站（地下）
MAJOR ROAD AND JUNCTION		主要道路及路口
ELEVATED ROAD		高架道路

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
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	115	最高建築物高度（在主水平基準上若干米）
MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	1	最高建築物高度（樓層數目）

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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。
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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。

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



Location of the Development
發展項目的位置

Scale 比例尺
Metre 米 0 100 200 300 400 500

N

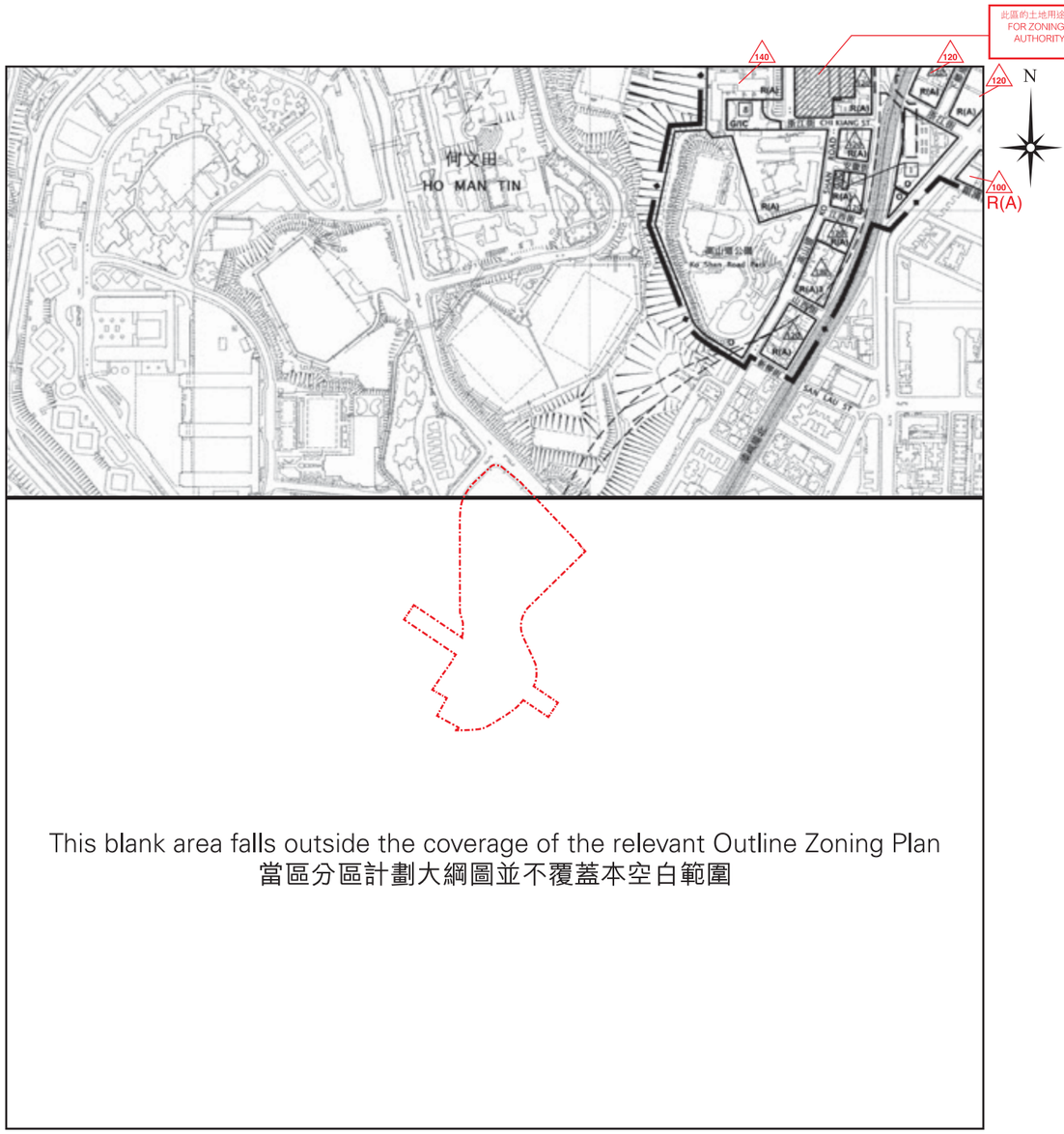
Adopted from part of the Approved Tsim Sha Tsui Outline Zoning Plan No. S/K1/30, gazetted on 17 October 2025 with adjustments where necessary as shown in red.
摘錄自2025年10月17日刊憲之尖沙咀分區計劃大綱核准圖編號S/K1/30，有需要處經修正處理，並以紅色顯示。

NOTATION 圖例：

ZONES		地帶
GOVERNMENT, INSTITUTION OR COMMUNITY	G/IC	政府、機構或社區
OPEN SPACE	O	休憩用地
OTHER SPECIFIED USES	OU	其他指定用途
COMMUNICATIONS		**交通**
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
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	80	最高建築物高度（在主水平基準上若干米）
MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	8	最高建築物高度（樓層數目）

Notes:
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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。



Adopted from part of the Draft Ma Tau Kok Outline Zoning Plan No. S/K10/31, gazetted on 24 December 2025, with adjustment where necessary as shown in red.
摘錄自2025年12月24日刊憲之馬頭角分區計劃大綱草圖編號S/K10/31，有需要處經修正處理，並以紅色顯示。

NOTATION 圖例：

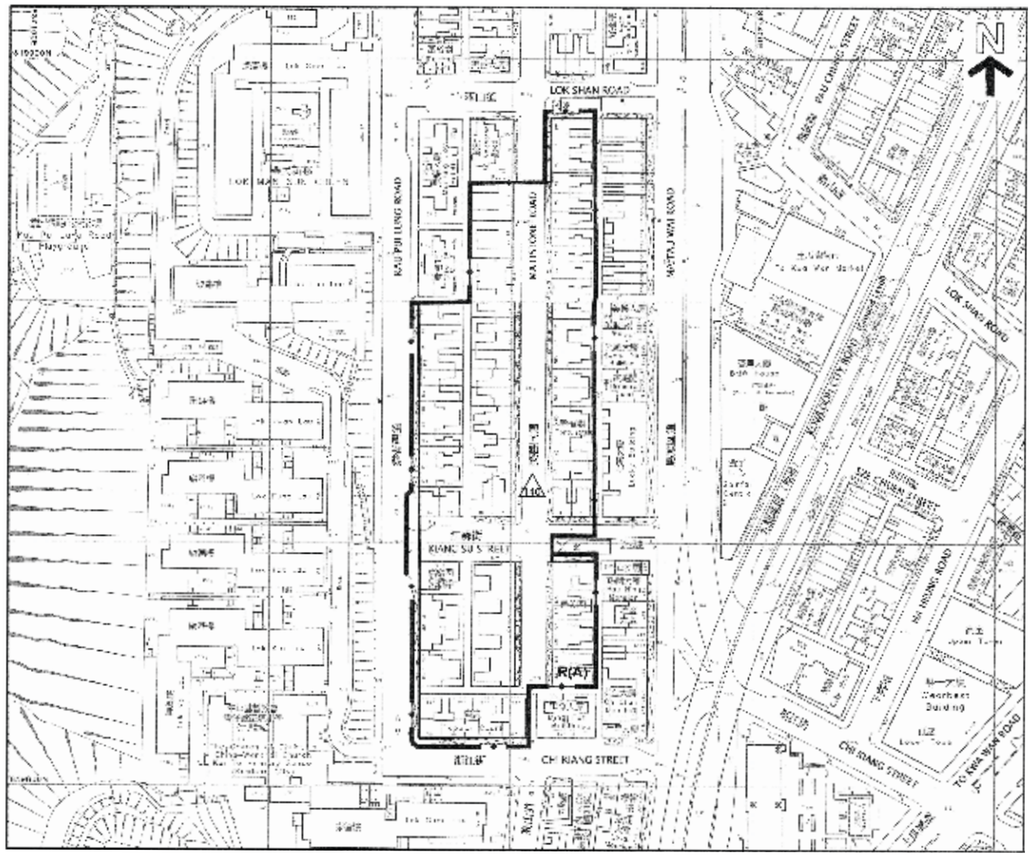
ZONES		地帶
RESIDENTIAL (GROUP A)	R(A)	住宅（甲類）
GOVERNMENT, INSTITUTION OR COMMUNITY	G/IC	政府、機構或社區
OPEN SPACE	O	休憩用地

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

MISCELLANEOUS		其他
BOUNDARY OF PLANNING SCHEME		規劃範圍界線
URBAN RENEWAL AUTHORITY DEVELOPMENT SCHEME PLAN AREA		市區重建局發展計劃圖範圍
BUILDING HEIGHT CONTROL ZONE BOUNDARY		建築物高度管制區界線
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	100	最高建築物高度（在主水平基準上若干米）
MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	8	最高建築物高度（樓層數目）

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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。



Scale 比例：
0 100m（米）

Adopted from part of Urban Renewal Authority Kau Pui Lung Road/ Chi Kiang Street Development Scheme Plan, Plan No. S/K10/URA2/2, approved on 6 February 2024.
摘錄自2024年2月6日核准之市區重建局靠背壟道/浙江街發展計劃圖，圖則編號為S/K10/URA2/2。

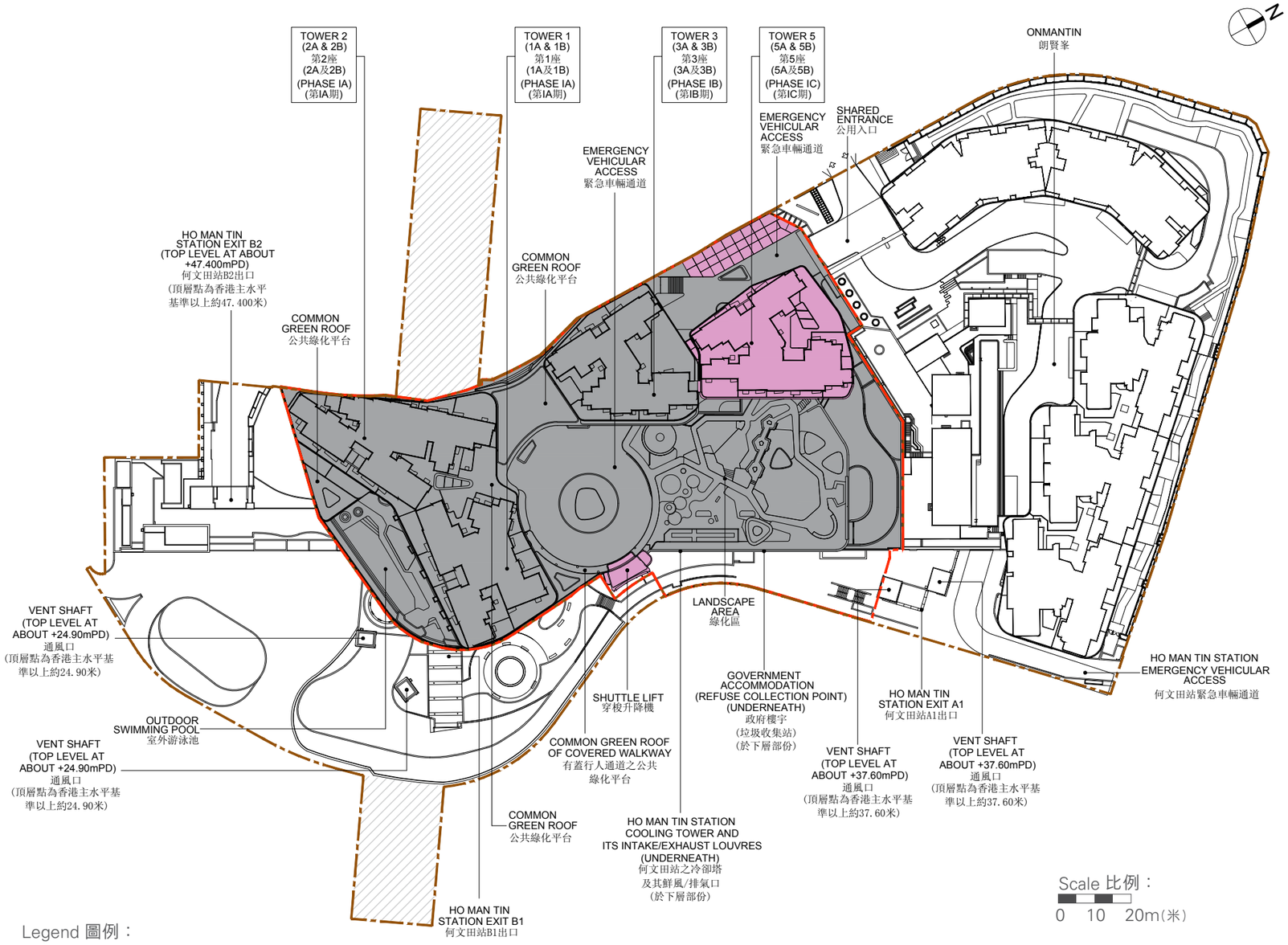
NOTATION 圖例：

BOUNDARY OF DEVELOPMENT SCHEME		發展計劃範圍界線
RESIDENTIAL (GROUP A)	R(A)	住宅（甲類）
MAJOR ROAD AND JUNCTION		主要道路及路口
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	140	最高建築物高度（在主水平基準上若干米）

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



Scale 比例：
0 10 20m(米)

Notes:
1. There may be future changes to the buildings and facilities in the Development subject to the final approval by the relevant Government authorities.
2. Floodlights will be provided for lighting of the outdoor swimming pools of the Phase and other phases of the Development in the evening. Prospective purchasers please note the impact (if any) of the illumination of such lighting system on individual residential units.
3. Existing cooling tower and its intake/exhaust louvers of Ho Man Tin Station are located below Phase I of the Development. Prospective purchasers please note the impact (if any) of such facilities on individual residential units.
4. There are vent shafts of Ho Man Tin Station located within the Development. Prospectives purchasers please note the impact (if any) of such vent shafts on individual residential unit.

備註：
1. 發展項目內的建築物及設施將來可能會有所變化，並以有關政府部門的最終批核為準。
2. 期數及發展項目其他期數之室外泳池會裝設泛光燈，以供室外泳池的晚間照明。準買家請注意該等照明系統的照明對個別住宅單位造成的影響(如有)。
3. 何文田站的現有冷卻塔及其鮮風/排氣口位於發展項目的第I期之下。準買家請注意該等設施對個別住宅單位造成的影響(如有)。
4. 發展項目內設有何文田站的通風口。準買家請注意該等通風口對個別住宅單位造成的影響(如有)。

Legend 圖例：

Boundary of Site B^ of Kowloon Inland Lot No. 11264
九龍內地段第11264號地盤B^的界線

Boundary of the Development
發展項目的界線

mPD = Metres above Hong Kong Principal Datum
香港主水平基準以上高度(米)

IN ONE Phase IC (Coloured Pink)
瑜一第IC期 (塗粉紅色)

IN ONE Phase IA & Phase IB (Coloured Grey)
瑜一第IA期及第IB期 (塗灰色)

Part of Ho Man Tin Station (Between -31.0mPD and -9.5mPD)
何文田站之部分(香港主水平基準以上-31.0米與-9.5米之間)

Note:
^Phase I of Ho Man Tin Station Property Development is situated at "Site B" of Kowloon Inland Lot No.11264. Its Chinese name is "瑜一" and its English name is "IN ONE". Phase IC forms part of Phase I "IN ONE". Phase IC comprises Tower 5 (5A & 5B).

備註：
^何文田站物業發展項目的第I期，位於九龍內地段第11264號之「地盤B」，中文名稱為「瑜一」，英文名稱為"IN ONE"。第IC期為第I期「瑜一」其中之一個期數。第IC期包括第5座(5A及5B)。

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

Reference of the legend shown on the floor plan: 平面圖上圖例之參考：

A/C P. = Air-conditioning Platform = 冷氣機平台
A/C P. ABOVE. = Air-conditioning Platform above = 冷氣機平台置上
A.D. = Air Duct = 通風槽
A.F. = Architectural Feature = 建築裝飾
A.W. = Acoustic Window (baffle type) = 減音窗戶(擋音式)^
BAL. = Balcony = 露台
BAL.* = Enhanced Acoustic Balcony (baffle type) = 強效減音露台(擋音式)^
BAL. ABOVE = Balcony above = 露台置上
BAL. COVER = Balcony cover = 露台頂蓋
BATH = Bathroom = 浴室
B.R. = Bedroom = 睡房
CAT LADDER = 豎梯
C.D. = Cable Duct = 電管槽
COMMON FLAT ROOF = 公用平台
COMMON ROOF = 公用天台
COMMON GREEN ROOF = 公用綠化平台
DIN. = Dining Room = 飯廳
DN = Down = 落
DOG HOUSE = 喉管罩室
ELV. = Extra Low Voltage Room = 特低壓電房
E.M.R. = Electrical Meter Room = 電錶房
FAN ROOM = 風扇房
F.H. = Fire Hydrant = 消防龍頭
FIREMAN'S LIFT LOBBY = 消防員升降機大堂
FLAT = 單位
F.S. Water Tank Room = Fire Services Water Tank Room = 消防水缸房
F.S.P.D. = Fire Service Pipe Duct = 消防管槽
H.R. = Hose Reel = 消防喉轆
KIT. = Kitchen = 廚房
LAV. = Lavatory = 洗手間
LIFT = 升降機
LIFT 'ACC' 'A' = Fireman's and Accessible Lift = 消防員及傷健人士升降機
LIV. = Living Room = 客廳
LOBBY = Lift Lobby = 升降機大堂
L.W. = Light Well = 天井
M. BATH = Master Bathroom = 主人浴室
M.B.R. = Master Bedroom = 主人睡房
M.W. = Fixed Glazing (with or without Maintenance Window) = 固定玻璃窗戶(配有或不配有維修用窗)#
OPEN KIT. = Open Kitchen = 開放式廚房
OVERRUN = Lift Overrun = 升降機機廂槽
POTABLE WATER PUMP ROOM = 食水泵房
P.D. = Pipe Duct = 管道槽
PRIVATE FLAT ROOF = 私人平台
PRIVATE ROOF = 私人天台
RS & MRR = Refuse Storage and Material Recovery Room = 垃圾及物料回收房
ROOF OF STAIRHOOD = 梯屋天台
SINK = 洗滌槽
ST. / STORE = Storeroom = 儲物室
T.R.S. = Temporary Refuge Space = 臨時庇護處
TOWER *(*)= 第*座(*)
UP = Up = 上
U.P. = Utility Platform = 工作平台
U.P.* = Utility Platform with Auto-Closing Door = 工作平台連自行關閉式門^
U.P. ABOVE = Utility Platform above = 工作平台置上
U.P. COVER = Utility Platform cover = 工作平台頂蓋
W.M.C. = Water Meter Cabinet = 水錶櫃
⊏⊐ = Outdoor Unit of Air-conditioner (Single Deck) = 冷氣機之室外機(單層)
⊏⊐ = Outdoor Unit of Air-conditioner (Double Deck) = 冷氣機之室外機(雙層)
⋯ = AREA DESIGNATED AS COMMON AREA IN DMC PLAN = Area designated as common area in deed of mutual covenant plan = 公契圖則內訂明之公用地方

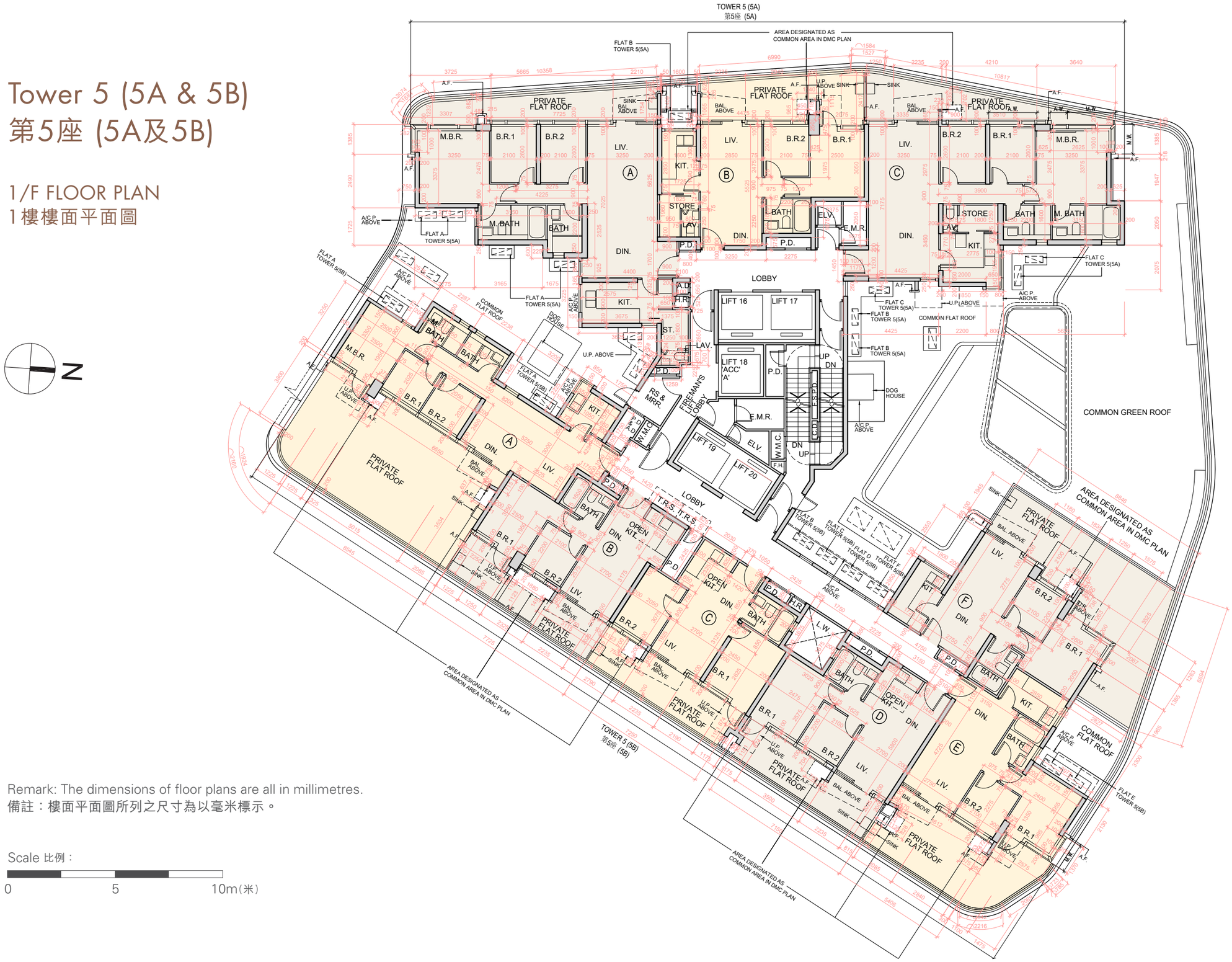
Notes applicable to floor plans of residential properties in the Phase:
適用於期數的住宅物業樓面平面圖之備註：

1) The dimensions of the floor plans are all structural dimensions in millimetre.
樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
2) Balconies and utility platforms are non-enclosed area.
露台及工作平台為不可封閉之地方。
3) There may be architectural features and / or exposed pipes on external walls, flat roofs and common flat roofs of some floors.
部份樓層外牆、平台及公用平台設有建築裝飾及/或外露喉管。
4) There may be ceiling bulkheads or suspended ceiling at living room, dining room, bedroom, corridor, bathroom, store, open kitchen and/or kitchen of some residential properties for the air-conditioning system and / or conduits and / or Mechanical and Electrical services.
部分住宅物業客廳、飯廳、睡房、走廊、浴室、儲物室、開放式廚房及/或廚房之裝飾橫樑或假天花內裝置冷氣系統及/或喉管及/或其他機電設備。
5) There are curtain walls and/or non-structural prefabricated external walls in some/all the residential properties. The saleable area of a residential property has included the area of curtain walls and/or non-structural prefabricated external walls and is measured from the exterior of such curtain walls and/or non-structural prefabricated external walls.
部份/全部住宅物業有幕牆及/或非結構的預製外牆。住宅物業之實用面積之計算包括幕牆及/或非結構的預製外牆之面積，並由幕牆及/或非結構的預製外牆之外圍起計。
6) The ceiling height of some residential properties may vary due to structural, architectural and /or decoration design variations.
部分住宅物業之天花高度將會因應結構、建築設計及/或裝修設計上的需要有差異。
7) The indications of fittings such as sinks, bathtubs, water closet and wash basins, etc. shown on the floor plans are indications of approximate locations only and not indications of their actual size, design or shapes.
樓面平面圖所展示之裝置如洗滌盤、浴缸、坐廁及洗面盆等只供展示其大概位置而非展示其實際大小、設計或形狀。
8) During the necessary maintenance of the external walls of towers arranged by the Manager of the Phase, gondola and lifting platforms will be operating in the airspace outside windows of the residential properties and above flat roof / roof of such towers.
在期數管理人安排於大廈外牆之必要維修進行期間，吊船及升降平台將在該等大廈的住宅物業之窗戶外及平台/天台上之空間運作。
9) For some residential properties, the air-conditioning platform(s) outside the residential unit will be placed with one or more outdoor air-conditioner unit(s) belonging to such residential property and/ or other residential properties. Such air-conditioner unit(s) may emit heat and / or sounds.
部份住宅物業外的冷氣機平台將會放置屬於此住宅物業及/或其他住宅物業的一部或多部冷氣戶外機。該等冷氣機可能發出熱力及/或聲音。

Fixed glazing (with or without maintainence window) as indicated in the floor plans of the Phase are provided for noise mitigation.
固定玻璃窗户(配有或不配有維修用窗)已在期數的樓面平面圖中顯示之位置提供以緩解噪音。
^ Acoustic Window (baffle type), Enhanced Acoustic Balcony (baffle type) and Private Flat Roof and Utility Platform with Auto-Closing Door indicated on the floor plans of the Phase are provided for noise mitigation.
^ 減音窗戶(擋音式)、強效減音露台(擋音式)及設於私人平台及工作平台的自行關閉式門已在期數的樓面平面圖中顯示之位置提供以緩解噪音。

Tower 5 (5A & 5B)
第5座 (5A及5B)

1/F FLOOR PLAN
1樓樓面平面圖



Remark: The dimensions of floor plans are all in millimetres.
備註：樓面平面圖所列之尺寸為以毫米標示。

Scale 比例：

0 5 10m(米)

Tower 5 (5A & 5B)
第5座 (5A及5B)

1/F FLOOR PLAN
1樓樓面平面圖

	Tower 座數	Floor 樓層	Flat 單位					
			A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Tower 5 (5A) 第5座 (5A)	1/F 1樓	150			/	/	/
	Tower 5 (5B) 第5座 (5B)		150					
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度(毫米)	Tower 5 (5A) 第5座 (5A)		3195, 3225			/	/	/
	Tower 5 (5B) 第5座 (5B)		3195, 3225					

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.

Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. Please refer to page 24 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
3. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.

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。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 請參閱本售樓説明書第24頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
3. 有關噪音緩解措施之詳情，請參閱本售樓説明書的有關資料章節。

Tower 5 (5A & 5B)
第5座 (5A及5B)

2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F FLOOR PLAN
2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓樓面平面圖





Remark: The dimensions of floor plans are all in millimetres.
備註：樓面平面圖所列之尺寸為以毫米標示。

Scale 比例：

0 5 10m(米)

Tower 5 (5A & 5B)
第5座 (5A及5B)

2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F FLOOR PLAN
2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓樓面平面圖

	Tower 座數	Floor 樓層	Flat 單位 A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Tower 5 (5A) 第5座 (5A)	2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓	150			/	/	/
	Tower 5 (5B) 第5座 (5B)		150					
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度(毫米)	Tower 5 (5A) 第5座 (5A)		3225			/	/	/
	Tower 5 (5B) 第5座 (5B)		3225					
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Tower 5 (5A) 第5座 (5A)	26/F 26樓	150			/	/	/
	Tower 5 (5B) 第5座 (5B)		150					
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度(毫米)	Tower 5 (5A) 第5座 (5A)		3325, 3375, 3675	3325, 3375, 3675	2975, 3025, 3275, 3325, 3375, 3675	/	/	/
	Tower 5 (5B) 第5座 (5B)		3325					

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

Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. Please refer to page 24 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
3. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.
4. 4/F, 13/F, 14/F and 24/F are omitted.

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。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 請參閱本售樓說明書第24頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
3. 有關噪音緩解措施之詳情，請參閱本售樓說明書的有關資料章節。
4. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B)
第5座 (5A及5B)

27/F FLOOR PLAN
27樓樓面平面圖





Remark: The dimensions of floor plans are all in millimetres.
備註：樓面平面圖所列之尺寸為以毫米標示。

Scale 比例：

0 5 10m(米)

Tower 5 (5A & 5B)
第5座 (5A及5B)

27/F FLOOR PLAN
27樓樓面平面圖

	Tower 座數	Floor 樓層	Flat 單位					
			A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Tower 5 (5A) 第5座 (5A)	27/F 27樓	150		/	/	/	/
	Tower 5 (5B) 第5座 (5B)		150					
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度(毫米)	Tower 5 (5A) 第5座 (5A)		2975, 3275, 3325, 3375	2975, 3275, 3325	/	/	/	/
	Tower 5 (5B) 第5座 (5B)		3325					

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

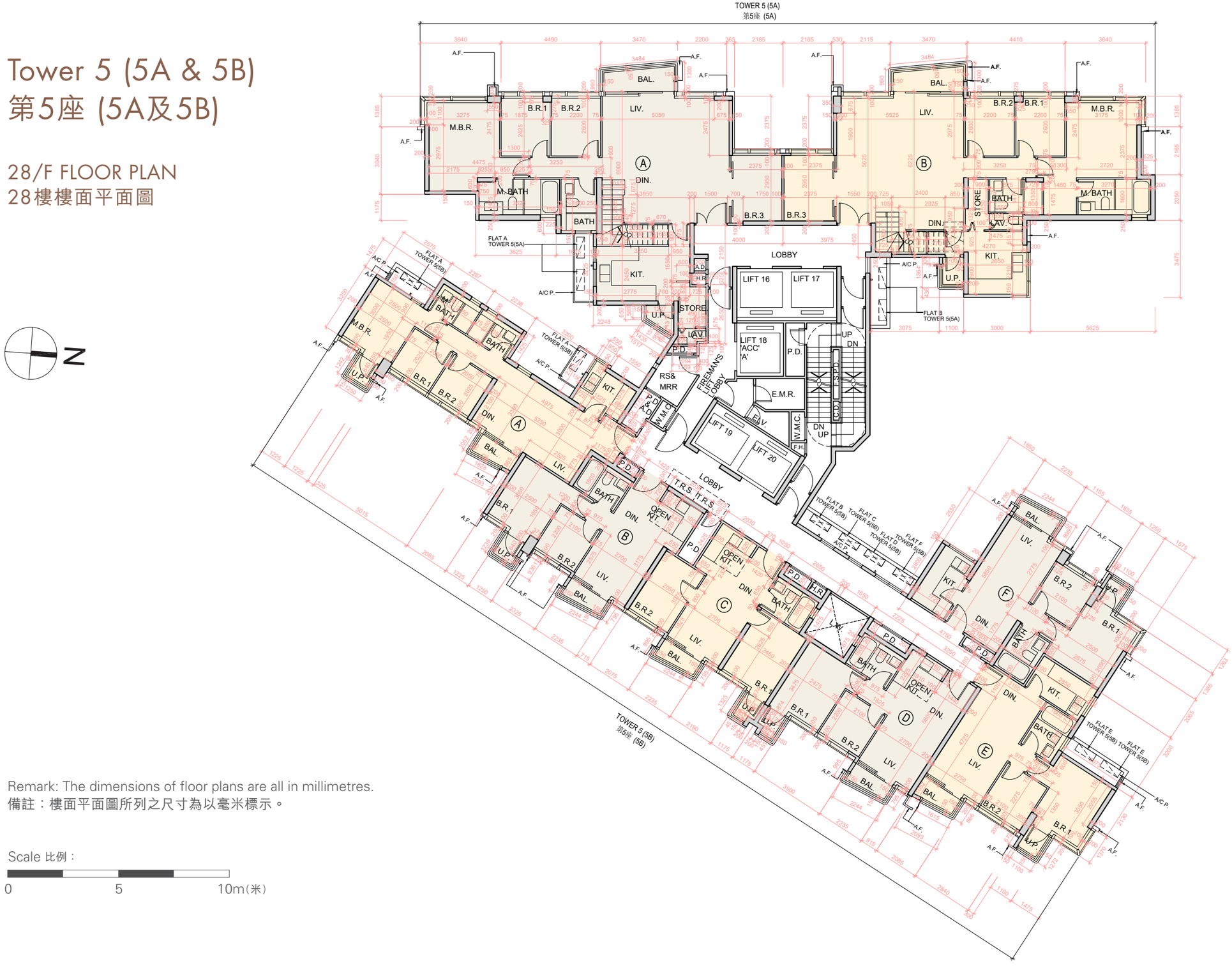
Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. Please refer to page 24 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
3. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.

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。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 請參閱本售樓説明書第24頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
3. 有關噪音緩解措施之詳情，請參閱本售樓説明書的有關資料章節。

Tower 5 (5A & 5B)
第5座 (5A及5B)

28/F FLOOR PLAN
28樓樓面平面圖



Remark: The dimensions of floor plans are all in millimetres.
備註：樓面平面圖所列之尺寸為以毫米標示。

Scale 比例：

0 5 10m(米)

Tower 5 (5A & 5B)
第5座 (5A及5B)

28/F FLOOR PLAN
28樓樓面平面圖

	Tower 座數	Floor 樓層	Flat 單位 A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Tower 5 (5A) 第5座 (5A)	28/F 28樓	150, 200		/	/	/	/
	Tower 5 (5B) 第5座 (5B)		200					
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度(毫米)	Tower 5 (5A) 第5座 (5A)		3500, 3550, 3850		/	/	/	/
	Tower 5 (5B) 第5座 (5B)		3500, 3550, 3850	3500, 3850				

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

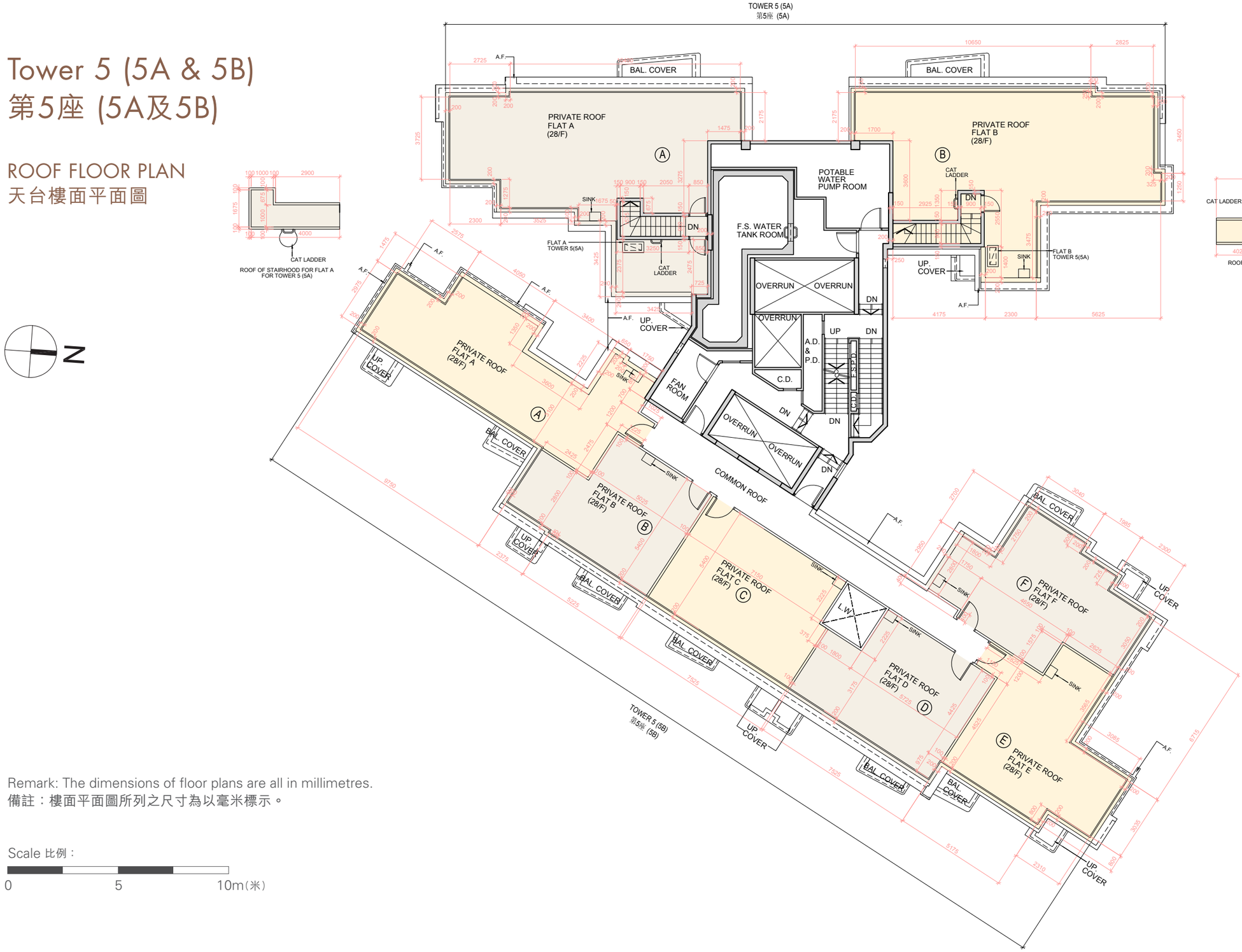
Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. Please refer to page 24 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
3. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.

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。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 請參閱本售樓説明書第24頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
3. 有關噪音緩解措施之詳情，請參閱本售樓説明書的有關資料章節。

Tower 5 (5A & 5B)
第5座 (5A及5B)

ROOF FLOOR PLAN
天台樓面平面圖



Remark: The dimensions of floor plans are all in millimetres.
備註：樓面平面圖所列之尺寸為以毫米標示。

Scale 比例：

0 5 10m(米)

Tower 5 (5A & 5B)
第5座 (5A及5B)

ROOF FLOOR PLAN
天台樓面平面圖

	Tower 座數	Floor 樓層	Flat 單位					
			A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) (mm) of each residential property 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Tower 5 (5A) 第5座 (5A)	Roof 天台	150		/	/	/	/
	Tower 5 (5B) 第5座 (5B)		/					
The floor-to-floor height (mm) of each residential property 每個住宅物業的層與層之間的高度(毫米)	Tower 5 (5A) 第5座 (5A)		3000		/	/	/	/
	Tower 5 (5B) 第5座 (5B)		/					

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.

Notes:
1. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.
2. Please refer to page 24 of this sales brochure for legend of the terms and abbreviations in studying the floor plans.
3. For details of the noise mitigation measures, please refer to the Relevant Information section in this sales brochure.

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。

備註：
1. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。
2. 請參閱本售樓説明書第24頁之圖例以協助閱讀樓面平面圖之名稱和簡稱。
3. 有關噪音緩解措施之詳情，請參閱本售樓説明書的有關資料章節。

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah (if any)) sq. metre (sq. ft) 實用面積 (包括露台，工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Tower Name 大廈名稱	Floor 樓層	Flat 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 5 (5A) 第5座 (5A)	1/F 1樓	A	82.814 (891) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	13.436 (145)	-	-	-	-	-	-
		B	49.489 (533) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	14.358 (155)	-	-	-	-	-	-
		C	79.960 (861) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	12.705 (137)	-	-	-	-	-	-
TOWER 5 (5B) 第5座 (5B)		A	57.476 (619) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	47.964 (516)	-	-	-	-	-	-
		B	39.282 (423) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	12.445 (134)	-	-	-	-	-	-
		C	39.656 (427) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	12.814 (138)	-	-	-	-	-	-
		D	39.770 (428) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	12.702 (137)	-	-	-	-	-	-
		E	44.647 (481) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	21.258 (229)	-	-	-	-	-	-
		F	44.896 (483) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	33.561 (361)	-	-	-	-	-	-

1. The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that they form part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.
2. 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.

Notes:
1. The areas as specified above in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer, which may be slightly different from the area presented in square metres.
2. 4/F, 13/F, 14/F and 24/F are omitted.
3. There is no verandah in the residential properties in the Phase.

1. 每個住宅物業的實用面積及在構成住宅物業的一部分的範圍內的露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。
2. 在構成住宅物業的一部分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. 上述以平方呎列出的面積是以1平方米=10.764平方呎換算，並四捨五入至整數，因此與以平方米表述之面積可能有些微差異。
2. 不設4樓、13樓、14樓及24樓。
3. 期數的住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah (if any)) sq. metre (sq. ft) 實用面積（包括露台，工作平台及陽台(如有)）平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Tower Name 大廈名稱	Floor 樓層	Flat 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 5 (5A) 第5座 (5A)	2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓	A	86.806 (934) Balcony 露台 : 2.492 (27) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	53.481 (576) Balcony 露台 : 2.492 (27) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	83.952 (904) Balcony 露台 : 2.492 (27) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
TOWER 5 (5B) 第5座 (5B)		A	60.976 (656) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	42.782 (461) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	43.156 (465) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		D	43.270 (466) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	48.147 (518) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		F	48.396 (521) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-

1. The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that they form part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.
2. 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.

Notes:
1. The areas as specified above in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer, which may be slightly different from the area presented in square metres.
2. 4/F, 13/F, 14/F and 24/F are omitted.
3. There is no verandah in the residential properties in the Phase.

1. 每個住宅物業的實用面積及在構成住宅物業的一部分的範圍內的露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。
2. 在構成住宅物業的一部分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. 上述以平方呎列出的面積是以1平方米=10.764平方呎換算，並四捨五入至整數，因此與以平方米表述之面積可能有些微差異。
2. 不設4樓、13樓、14樓及24樓。
3. 期數的住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah (if any)) sq. metre (sq. ft) 實用面積（包括露台，工作平台及陽台(如有)）平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Tower Name 大廈名稱	Floor 樓層	Flat 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 5 (5A) 第5座 (5A)	27/F 27樓	A	112.660 (1213) Balcony 露台 : 3.973 (43) Utility Platform 工作平台 : 1.500 (16)	-	-	-	4.733 (51)	-	-	-	-	-	-
		B	112.168 (1207) Balcony 露台 : 3.973 (43) Utility Platform 工作平台 : 1.500 (16)	-	-	-	4.733 (51)	-	-	-	-	-	-
TOWER 5 (5B) 第5座 (5B)		A	60.976 (656) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	42.782 (461) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		C	43.156 (465) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		D	43.270 (466) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		E	48.147 (518) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		F	48.396 (521) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	-	-	-	-

1. The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that they form part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.
2. 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.

Notes:
1. The areas as specified above in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer, which may be slightly different from the area presented in square metres.
2. 4/F, 13/F, 14/F and 24/F are omitted.
3. There is no verandah in the residential properties in the Phase.

1. 每個住宅物業的實用面積及在構成住宅物業的一部分的範圍內的露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。
2. 在構成住宅物業的一部分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. 上述以平方呎列出的面積是以1平方米=10.764平方呎換算，並四捨五入至整數，因此與以平方米表述之面積可能有些微差異。
2. 不設4樓、13樓、14樓及24樓。
3. 期數的住宅物業並無陽台。

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

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah (if any)) sq. metre (sq. ft) 實用面積（包括露台，工作平台及陽台(如有)）平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Tower Name 大廈名稱	Floor 樓層	Flat 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
TOWER 5 (5A) 第5座 (5A)	28/F 28樓	A	112.660 (1213) Balcony 露台 : 3.973 (43) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	76.164 (820)	4.163 (45)	-	-
		B	112.168 (1207) Balcony 露台 : 3.973 (43) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	76.697 (826)	4.793 (52)	-	-
TOWER 5 (5B) 第5座 (5B)		A	60.976 (656) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	49.232 (530)	-	-	-
		B	42.782 (461) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	34.232 (368)	-	-	-
		C	43.156 (465) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	39.798 (428)	-	-	-
		D	43.270 (466) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	36.581 (394)	-	-	-
		E	48.147 (518) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	40.377 (435)	-	-	-
		F	48.396 (521) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : 1.500 (16)	-	-	-	-	-	-	40.270 (433)	-	-	-

1. The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that they form part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance.
2. 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.

Notes:
1. The areas as specified above in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer, which may be slightly different from the area presented in square metres.
2. 4/F, 13/F, 14/F and 24/F are omitted.
3. There is no verandah in the residential properties in the Phase.

1. 每個住宅物業的實用面積及在構成住宅物業的一部分的範圍內的露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。
2. 在構成住宅物業的一部分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. 上述以平方呎列出的面積是以1平方米=10.764平方呎換算，並四捨五入至整數，因此與以平方米表述之面積可能有些微差異。
2. 不設4樓、13樓、14樓及24樓。
3. 期數的住宅物業並無陽台。

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

Not applicable.

不適用。

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

1. A preliminary deposit of 5% of the purchase price is payable on the signing of the preliminary agreement for sale and purchase (the **"Preliminary Agreement"**).
2. The preliminary deposit paid by the purchaser on the signing of the Preliminary Agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the Preliminary Agreement: -
   (i) the Preliminary Agreement is terminated;
   (ii) the preliminary deposit is forfeited; and
   (iii) the owner does not have any further claim against the purchaser for the failure.

1. 在簽署臨時買賣合約(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分持有。
3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約：-
   (i) 該臨時合約即告終止；
   (ii) 有關的臨時訂金即予沒收；及
   (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

A. Summary of the provisions of the Principal Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No. 25022600590050 (the "PDMC") and the Sub-Deed of Mutual Covenant and Management Agreement of the Phase registered in the Land Registry by Memorial No. 25022601250011 (the "SDMC") that deal with the common parts of the Phase

1. Definitions of common parts under the PDMC

"Common Areas" means (i) the Estate Common Areas and (ii) those parts of the Estate which are designated as common areas for the sole benefit of the Owners of a particular Phase or a group or groups of Owners of a particular Phase including, but not limited to, the Greenery Area, part of the Private Recreational Facilities and part of the Works and Installations (excluding those forming part of the Units), in and more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC BUT excluding those parts of the Estate which belong to the Owner of any particular Unit.

"Common Services and Facilities" means (i) the Estate Common Services and Facilities and (ii) those services and facilities of the Estate as are designated as common services and facilities for the sole benefit of the Owners of a particular Phase or a group or groups of Owners of a particular Phase including but not limited to part of the Private Recreational Facilities and part of the Works and Installations (excluding those forming part of the Units) in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC BUT excluding those parts of the Estate which belong to the Owner of any particular Unit or exclusively serve any particular Unit.

"Estate Common Areas" means those parts of the Estate which are intended for use by the Owners of the Estate and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, Items within Estate (if any), driveways, ramps, owners' committee office, parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and all other communal areas within the Estate not used for the sole benefit of any Owner or Owners of a particular Phase BUT excluding those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase. The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase to be deposited at the management office of the Estate pursuant to Clause 7 of Section L of the PDMC.

"Estate Common Services and Facilities" means those services and facilities constructed or to be constructed in on or under the Estate and which serve the Estate and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, Items within Estate (if any), wires, cables, electrical installations, fittings, equipment, apparatus and any other installations, systems, plant, services and facilities used or installed in or for the benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or Owners of a particular Phase BUT excluding those services and facilities forming parts of the Common Services and Facilities of a particular Phase designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase.

"Greenery Area" means collectively the greenery areas (including the vertical greenery areas) (excluding any part(s) of such greenery areas that form part of the Station as referred to in Special Condition No.(16)(e) of the Government Grant) provided or to be provided pursuant to Special Condition No.(16)(b)(iii) of the Government Grant and to be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant to be executed in connection with any Phase.

"Items within Estate" means (i) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development; (ii) 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; and (iii) all other common parts and facilities serving the Government Accommodation and the remainder of the Development referred to in Special Condition No.(31)(a) of the Government Grant.

"Private Recreational Facilities" means the recreational facilities and facilities ancillary thereto (including, but not limited to, the Club Houses) as are approved by the Director of Lands ("**the Director**") pursuant to the provisions of Special Condition No.(45)(a) of the Government Grant which now are or may at any time during the Term be provided for the benefit of the residents of Units in the Residential Development or a part or parts of the Residential Development and their bona fide visitors.

"Slopes and Retaining Walls" means all slopes, slope treatment works, retaining walls, supports, foundations, drainage works and other structures within or outside the Land including, but not limited to, the Green Hatched Black Area, the maintenance of which is the liability of the Owners (save and except FSI as the Owner of the Government Accommodation) under the Government Grant or the PDMC, and the Slopes and Retaining Walls are for identification purpose only as shown Yellow, Yellow Hatched Red, Yellow Cross-hatched Red and Green Hatched Black on the slope plans of a scale of not less than 1:500 certified as to its accuracy by the Authorized Person and annexed to the PDMC.

"Works and Installations" means all the major works and installations in or of the Estate (whether forming part of the Common Areas and the Common Services and Facilities or not) requiring regular maintenance on a recurrent basis, including, but not limited to, the Slopes and Retaining Walls.

2. Definitions of common parts under the SDMC

"Common EV Facilities" means all such facilities installed or to be installed within the Phase I Car Park Common Areas for the common use and benefit of the Owners of the Phase I Car Parking Spaces for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Cap.374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and parking at any of the Phase I Car Parking Spaces; such facilities shall not serve any of the Phase I Car Parking Spaces exclusively or belong to any of the Owners of the Phase I Car Parking Spaces and shall include, but not limited to, such wires, cables, ducts, trunking, electric meters, base box, charger outlets, electrical locks and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.

"Covered Walkway" means the covered walkway (including its canopy and associated structures thereof) wholly located in Site B forming part of the Phase I Residential Common Areas; and the Covered Walkway is for identification purpose only as shown and delineated by indigo broken lines on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

"Disabled Car Parking Spaces" means the 4 parking spaces at the Lower Ground 1 Floor in the Phase I Car Park provided and designated for the parking of motor vehicles by disabled persons as

defined in the Road Traffic Ordinance (Cap.374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the residents of the Phase I Residential Development and their bona fide guests, visitors or invitees pursuant to Special Condition No.(57)(b)(i) of the Government Grant and as shown in car park layout plan or amended car park layout plan approved by the Director, and also as for identification purpose only shown and coloured yellow and marked "ACC" on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC and for the avoidance of doubt, the Disabled Car Parking Spaces form part of the Visitors' Car Parking Spaces.

"EV Facilities for Visitors' Car Parking Spaces" means all such facilities installed or to be installed within the Phase I Car Park for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Cap.374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and parking at the Visitors' Car Parking Spaces and such facilities shall include, but not limited to, such wires, cables, ducts, trunking, electric meters, base box, charger outlets, electrical locks and other security and/or protective devices, charging station, payment device, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.

"Phase I Car Park Common Areas" means the whole of the Phase I Car Park (except the Phase I Car Parking Spaces and the Visitors' Car Parking Spaces), intended for the common use and benefit of the Owners, occupiers and licensees of the Phase I Car Parking Spaces including, but not limited to, the Phase I Works and Installations (excluding the Slopes and Retaining Walls in Phase I and except those forming part of the Phase I Residential Units, the Phase I Car Parking Spaces, the Phase I Car Park Common Services and Facilities, the Phase I Residential Common Areas, the Phase I Residential Common Services and Facilities, the Phase I Common Areas and the Phase I Common Services and Facilities), driveways, car ramps, lobbies, lift lobbies, shuttle lift lobby, staircases, fan rooms, pressurization make up fan room, electric vehicle rooms, electrical room, sump pit room, air duct rooms, vent shafts, cable ducts, pipe ducts and air ducts and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) (if any) within the Phase I Car Park for the common use and benefit of the Owners, occupiers and licensees of the Phase I Car Parking Spaces BUT excluding the Phase I Common Areas and the Phase I Residential Common Areas; and the Phase I Car Park Common Areas are for identification purpose only as shown and coloured green on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

"Phase I Car Park Common Services and Facilities" means those services and facilities in, on or under Phase I and which serve the Phase I Car Parking Spaces including, but not limited to, the Phase I Works and Installations (excluding the Slopes and Retaining Walls in Phase I and except those forming part of the Phase I Residential Units, the Phase I Car Parking Spaces, the Phase I Car Park Common Areas, the Phase I Residential Common Areas, the Phase I Residential Common Services and Facilities, the Phase I Common Areas and the Phase I Common Services and Facilities), the Common EV Facilities, plant and machinery, electrical installations fittings and equipment, barriers BUT excluding the Phase I Common Services and Facilities and the Phase I Residential Common Services and Facilities.

"Phase I Common Areas" means those parts of Phase I which are intended for use by the Owners of more than one constituent parts of Phase I, namely the Phase I Car Park and the Phase I Residential Development and not for the sole benefit of the Owners of only one constituent part including, but not limited to, the Phase I Works and Installations (including the Slopes and Retaining Walls in Phase I and except those forming parts of the Phase I Residential Units, the Phase I Car Parking Spaces, the Phase I Car Park Common Areas, the Phase I Car Park Common Services and Facilities, the Phase I Residential Common Areas, the Phase I Residential Common Services and Facilities and the Phase I Common Services and Facilities), sump pit room, exhaust air duct, water meter cabinet, vent shaft(s), estate office, security management office, caretaker's quarter, guard rooms, staircases, refuse storage and material recovery chamber, refuse collection vehicle space, circulation and manoeuvring spaces, emergency generator rooms, transformer rooms, main low voltage switch rooms, upper part of main low voltage switch room, extra low voltage room, street fire hydrant pump room, fire services pump room, sprinkler water pump room, fire control centre, master meter room, electrical rooms, fire services check meters, sprinkler control valve room, CLP cable riser room, maintenance corridors, pipe ducts, cable ducts, electrical duct, electric vehicle room, flushing water pump room, fire services pipe duct, sprinkler and fire services inlet, transformer rooms, upper part of transformer room, variable refrigerant volume room and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) (if any) within Phase I not used for the sole benefit of the Owners of any one constituent part of Phase I only BUT excluding the Phase I Residential Common Areas and the Phase I Car Park Common Areas and for identification purpose only as shown and coloured indigo on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

"Phase I Common Services and Facilities" means those services and facilities constructed or to be constructed in, on or under the Phase I and which serve more than one constituent parts of Phase I, namely the Phase I Car Park and the Phase I Residential Development including, but not limited to, the Phase I Works and Installations (including the Slopes and Retaining Walls in Phase I and except those forming parts of the Phase I Residential Units, the Phase I Car Parking Spaces, the Phase I Car Park Common Areas, the Phase I Car Park Common Services and Facilities, the Phase I Residential Common Areas, the Phase I Residential Common Services and Facilities and the Phase I Common Areas); sewers, gutters, drains, pipes, ducts; pumps, tanks, sanitary fittings; wires, cables, electrical installations, associated facilities for provision of electricity services to Phase I, fittings; communal aerial, cable reception, distribution and associated equipment; fire protection and fire-fighting systems; security systems, equipment and apparatus; air-conditioners and fans; architectural features and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of Phase I as part of the amenities thereof and not for the sole benefit of any one constituent part of Phase I only BUT excluding the Phase I Residential Common Services and Facilities and the Phase I Car Park Common Services and Facilities.

"Phase I Greenery Area" means the Greenery Area in Phase I including the vertical greenery areas (as for identification purpose only shown and delineated by green dashed lines and marked "GW" on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC); and the Phase I Greenery Area is for identification purpose only as shown and coloured yellow crossed black on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

"Phase I Recreational Areas and Facilities" means the indoor pool, indoor children play area, parlour lounge, function rooms, gymnasium, game rooms, music rooms, band room, record studio, reading room, pantry, kitchen, open kitchen, management office, concierge, entrance lobby, saunas, male changing room, female changing room, male lavatories, female lavatories, accessible lavatories, nursery, filtration plant rooms, heat pump & fan room, pipe ducts, stores, upper part of residential recreational facilities, janitor's room and covered landscape areas within Phase IA and Phase IB referred to in the definition of the Phase I and any other recreational facilities erected within Phase IA and Phase IB referred to in the definition of the Phase I pursuant to the provisions of Special

Condition No.(45)(a) of the Government Grant which now are or may at any time during the Term be provided only for the benefit of the residents of the Phase I Residential Development and their bona fide visitors and shall not be used for any other purpose or by any other person without the prior consent of the Building Authority; such Phase I Recreational Areas and Facilities shall form part of the Private Recreational Facilities; and the Phase I Recreational Areas and Facilities are for identification purpose only as shown and delineated by purple broken lines on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

"Phase I Residential Common Areas" means those parts of the Phase I Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of the Phase I Residential Development including, but not limited to, the Phase I Works and Installations (excluding the Slopes and Retaining Walls in Phase I and except those forming part of the Phase I Residential Units, the Phase I Car Parking Spaces, the Phase I Car Park Common Areas, the Phase I Car Park Common Services and Facilities, the Phase I Residential Common Services and Facilities, the Phase I Common Areas and the Phase I Common Services and Facilities), the Pedestrian Link provided in Phase I (as for identification purpose only shown and delineated by violet broken lines on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC), solid walls forming part of the Noise Mitigation Measures in Phase I (more particularly described in Clause 10 of Section D of the SDMC), the Void, the external walls of the Ground Floor and above of the buildings erected on Phase I (including non-structural prefabricated external walls (as for identification purpose only shown and delineated by light blue broken lines on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC) and curtain walls (as for identification purpose only shown and delineated by red broken lines on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC) or any part thereof (including the window frames, glass barriers, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain walls, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed in or to any curtain wall enclosing a Phase I Residential Unit and the frames enclosing the glass panels of such openable windows, glass barriers, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows)), the Phase I Greenery Area, the Visitors' Car Parking Spaces, emergency generator room, loading and unloading bays, emergency vehicular access, the Phase I Recreational Areas and Facilities, the Covered Walkway, covered landscape areas, architectural features, canopies, air-conditioning platforms, space(s) for installation of air-conditioners serving the Phase I Residential Unit(s), lifts, lift lobbies, lobbies, shuttle lift lobbies, fireman's lift lobbies, lift machine rooms, staircases, wider common corridors (as for identification purpose only shown and coloured yellow stippled black on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC), light wells, light well top openings, landscape areas, flat roofs, common flat roofs, common green roofs, common roofs, upper roofs, low voltage switch rooms, telecommunications and broadcasting equipment rooms, fire services and sprinkler water pump rooms, fire services transfer water pump rooms, fire services water tank & pump room, fire services water tank rooms, fire services pipe ducts, potable & flushing water tank room, potable & flushing water pump rooms, potable water tank rooms, potable water pump rooms, flushing water pump rooms, flushing water tank & pump room, filtration plant rooms, refuse storage and material recovery rooms, smoke extraction exhaust fan room, smoke extraction make up fan room, upper part of smoke extraction make up fan room, sprinkler and fire services inlet and sprinkler control valves, spaces for variable refrigerant volume, variable refrigerant volume rooms, electrical rooms, fire services check meters, electrical meter rooms, water meter cabinets, check meter cabinets, cable ducts, pipe ducts, air ducts, make-up air ducts, pipe duct rooms, extra low voltage rooms, fan rooms, grand lobbies, outdoor pools, jacuzzis, under side of swimming pool, all structural columns (if any) within or appertaining to any Phase I Residential Unit, and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344 of the Laws of Hong Kong) (if any) within the Phase I Residential Development for the common use and benefit of the Owners, occupiers and licensees of the Phase I Residential Development BUT excluding the Phase I Common Areas and the Phase I Car Park Common Areas; and the Phase I Residential Common Areas are for identification purpose only as shown and coloured yellow, yellow stippled black and yellow crossed black, delineated by green dashed lines and marked "GW", and delineated by indigo broken lines, violet broken lines, purple broken lines, light blue broken lines and red broken lines on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC.

"Phase I Residential Common Services and Facilities" means those services and facilities in, on or under Phase I intended for the common use and benefit of the Owners, occupiers and licensees of the Phase I Residential Development including, but not limited to, the Phase I Works and Installations (excluding the Slopes and Retaining Walls in Phase I and except those forming part of the Phase I Residential Units, the Phase I Car Parking Spaces, the Phase I Car Park Common Areas, the Phase I Car Park Common Services and Facilities, the Phase I Residential Common Areas, the Phase I Common Areas and the Phase I Common Services and Facilities), the EV Facilities for Visitors' Car Parking Spaces, gondola and lifting platforms, emergency lighting system, ducting, pipes, cables, wiring, water pumps, water tanks, plant and machinery, electrical installations, fittings, equipment and apparatus, and lifts BUT excluding the Phase I Common Services and Facilities and the Phase I Car Park Common Services and Facilities.

"Phase I Works and Installations" means all the Works and Installations in Phase I requiring regular maintenance on a recurrent basis including, but not limited to, those works and installations as set out in the Fifth Schedule to the SDMC.

"Visitors' Car Parking Spaces" means 20 parking spaces on the Lower Ground 1 Floor in the Phase I Car Park provided and designated for parking of motor vehicles licensed under the Road Traffic Ordinance (Cap.374 of the Laws of Hong Kong), any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the Phase I Residential Development pursuant to Special Condition No.(57)(a)(iii) of the Government Grant and as shown in the car park layout plan or amended car park layout plan approved by the Director, and also for identification purpose only as shown and coloured yellow and marked "V" on the plans certified as to their accuracy by the Authorized Person and annexed to the SDMC and include the Disabled Car Parking Spaces.

"Void" means all the voids forming part of the Phase I Residential Common Areas, and located above the Station.

3. Subject to the Building Management Ordinance (Cap. 344 of the Laws of Hong Kong) and the provisions of the PDMC, the Common Areas and the Common Services and Facilities shall be under the exclusive control of the Manager.

4. Each Share shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the SCL Portion Assignment, the PDMC and any applicable Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll be held

by the person or persons from time to time entitled thereto together with the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule to the PDMC, including but not limited to, the following :-

(I) Rights, Easements and Privileges applicable to All Owners of the Estate

(a) Full right and liberty (subject always to the rights of the Manager, MTR (as Owner of the MTR Portion), the SCL Portion Owner and the Owner of the Government Accommodation) for the Owner of each Unit of the Estate for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and use such part(s) of the Estate Common Areas and the Estate Common Services and Facilities for all purposes connected with the proper use and enjoyment of his Unit.

(b) Notwithstanding any provisions contained in and without prejudice and in addition to any right provided under the PDMC or any Sub-Deed of Mutual Covenant or any Sub-Sub-Deed of Mutual Covenant or any Deed Poll, any Owner of a Unit and occupiers of such Unit and their bona fide guests, visitors or invitees may always make use of any category of the Common Areas and the Common Services and Facilities (whether within the same Phase as such Unit or not) which such Owner, occupiers, bona fide guests, visitors or invitees are not otherwise entitled to make use of under the PDMC or any Sub-Deed of Mutual Covenant or any Sub-Sub-Deed of Mutual Covenant **("the Restricted Common Areas and the Restricted Common Services and Facilities")** for the purpose of escape or seeking refuge in case of fire or other emergency, or obtaining access to and from their respective Units (or parts thereof) or any category of the Common Areas and the Common Services and Facilities which they are entitled to make use of, where such access cannot practically be obtained other than through the Restricted Common Areas and the Restricted Common Services and Facilities or where such access is reasonably necessary, such right of access shall be exercisable with or without agents, surveyors, workmen, contractors, and others and with or without vehicles, plant, equipment, materials and machinery.

(II) Rights, Easements and Privileges applicable to FSI as the Owner of the Government Accommodation

Notwithstanding any provisions contained in the PDMC or any Sub-Deed of Mutual Covenant or any Sub-Sub-Deed of Mutual Covenant, FSI, its lessees, tenants, licensees, and persons authorised by it and the Owners and occupiers for the time being of the Government Accommodation shall have the benefit of the right to go pass and repass over and along and to use any common parts of the Land or the Common Areas and the Common Services and Facilities and any common parts of the Development in connection with the proper use and enjoyment of the Government Accommodation and to use and receive the benefit of the Common Services and Facilities and any common facilities within the Land or the Development.

(III) Rights, Easements and Privileges applicable to the Owner of the MTR Portion

The right for the Owner of the MTR Portion, its employees, agents, licensees and tenants (in common with all others having the like right) to pass over the Estate Common Areas for the purposes of escape in an emergency.

(IV) Rights, Easements and Privileges applicable to the SCL Portion Owner

The right for the SCL Portion Owner, its employees, agents, licensees and tenants (in common with all others having the like right) to pass over the Estate Common Areas for the purposes of escape in an emergency.

(V) Rights, Easements and Privileges applicable to all Owners of the Residential Development

Full right and liberty for the residents of the Units in any Phase of the Residential Development and their bona fide visitors (in common with all other persons having the like right) to use and enjoy for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Manager, the Private Recreational Facilities intended for use by all the residents of that Phase and their bona fide visitors as specified in the PDMC and any Sub Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant PROVIDED THAT in exercising such right no Owner shall damage or interfere with or permit or suffer to be damaged or interfered with the general amenities, plant, equipment or services provided.

5. Each Share shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the SCL Portion Assignment, the PDMC and any applicable Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll be held by the person or persons from time to time entitled thereto subject to the exceptions and reservations set out in Part II of the Second Schedule to the PDMC and the easements, rights and privileges reserved to the Owner of the MTR Portion and the SCL Portion Owner under the SCL Portion Assignment and subject also to the Building Rules and Fitting Out Rules (save and except for the Shares allocated to the Government Accommodation), including but not limited to, the following:-

(I) Rights of the Manager

(a) Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land and the Development including each Unit for the purposes of inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Estate, the Common Areas and the Common Services and Facilities or any part or parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas, the Common Services and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of the PDMC causing as little disturbance as is reasonably practicable and making good any damage caused thereby PROVIDED THAT the Manager shall at his own costs and expense repair any damage so caused by the default of the Manager and shall be liable for any act or omission involving criminal liability, dishonesty or negligence by or on the part of the Manager, his staff, agents and contractors and PROVIDED FURTHER THAT in case of the Manager exercising his right of entry into the Station and/or the Government Accommodation pursuant to Clause 2(a) of Part II of the Second Schedule to the PDMC, such entry shall be subject to the prior written approval of the Owner of the relevant part of the Station and/or the Owner of the Government Accommodation (as the case may be) (except in emergency in both cases) and for the purposes stated in Clause 2(a) of Part II of the Second Schedule to the PDMC only (but insofar as the Government Accommodation is concerned, for the purposes of maintenance and repair only) and the Manager shall be liable for all costs and expenses incurred for any damage caused to the Station and/or the Government Accommodation.

(b) The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening or area in the building or buildings (excluding the Government Accommodation) erected on the Land, other than the Station (except with the prior consent in writing of the Owners of the Station), so as to enable the connection of the Footbridge, the Pedestrian Walkway and the Footbridge Connections and Supports or any replacement thereof referred to in Special Condition No.(50)(j) of the Government Grant, the Pedestrian Link or other pedestrian passageways, subways or footbridges to such building or buildings. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification PROVIDED THAT the ingress to or egress from the Government Accommodation and/or the Station shall not be interrupted and the proper use and enjoyment of the Government Accommodation and/or the Station shall not be affected and PROVIDED FURTHER THAT the powers and duties of the Manager under Clause 2(b) of Part II of the Second Schedule to the PDMC shall be subject to the rights easements and privileges of the Owners of the Station and FSI and shall not in any way adversely affect or prejudice the rights, easements and privileges reserved to FSI under the PDMC and the Government Grant and the Owners of the Station under the PDMC and the SCL Portion Assignment.

(II) Rights of MTR

For so long as MTR remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the SCL Portion Assignment and the Assignment to the Purchaser) MTR shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberties, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in the PDMC), the Manager or any other person interested in the Land and the Development but subject to the rights, easements and privileges reserved to FSI as the Owner of the Government Accommodation, the Owner of the MTR Portion and the SCL Portion Owner under the PDMC, any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll and the Government Grant and the SCL Portion Assignment (as the case may be) and PROVIDED THAT such rights, easements and privileges of FSI as the Owner of the Government Accommodation shall not in any way be adversely affected or prejudiced :-

(a) in accordance with the terms of the Government Grant, to assign the Common Areas and the Common Services and Facilities or any part or parts thereof together with the Shares relating thereto to the Manager, without consideration, for the general benefit of the Owners PROVIDED THAT upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners;

(b) without the necessity of making every Owner or other person having an interest in the Development or any part thereof a party thereto to enter into a Sub Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll in respect of any part of the Development (other than the Government Accommodation and the SCL Portion) for the purpose of allocating or re-allocating the Shares and the Management Units to any Phase or any part thereof and/or the MTR Portion and of making further provisions for the management, maintenance and servicing of that part of the Development for which it is made and its equipment, services and apparatus and for the purpose of further defining and regulating the rights, interests and obligations of the Owners thereof PROVIDED THAT :-

(i) such allocation or re-allocation of the Shares and the Management Units shall not affect the proportion of the Shares allocated to the Government Accommodation or the SCL Portion without the prior written consent of the Director and the SCL Portion Owner (as the case may be);

(ii) the rights and interests of the Owners shall not be adversely affected;

(iii) any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll shall be subject to the prior approval in writing of the Director and that such Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll shall not conflict with the provisions of the PDMC and shall not affect the rights interest or obligations of other Owners bound by the PDMC or any other Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll;

(c) (i) MTR shall have the exclusive right and privilege subject only to the provisions of the Government Grant and obtaining the prior written consent of the Director to allocate the Shares to each Phase and the MTR Portion and the Government Accommodation of the Development and to each Unit in and the Common Areas and the Common Services and Facilities of that Phase and to allocate the Management Units to each Unit in that Phase PROVIDED THAT such allocation of Shares and Management Units pursuant to Clause 3(j)(i) of Part II of the Second Schedule to the PDMC shall not affect the proportion of Shares allocated to the Government Accommodation;

(ii) if on the issue of an Occupation Permit for the final Phase of the Estate the Shares to be allocated to the Units in the final Phase based on the amount of the Gross Floor Area of the Units in that Phase are less than the unallocated Shares at that time available the remainder of the Shares following such allocation and any allocation, re-allocation or adjustment of Shares made by MTR pursuant to its reserved rights under the PDMC shall be allocated by MTR to the Common Areas and the Common Services and Facilities and to be held in trust by MTR on behalf of all Owners or assigned together with all Shares previously allocated to the Common Areas and the Common Services and Facilities to the Manager in accordance with the provisions of Clause 3(b) of Part II of the Second Schedule to the PDMC PROVIDED THAT for the purpose of Clause 3(j)(ii) of Part II of the Second Schedule to the PDMC, the Gross Floor Area of the Units in a Phase shall include any gross floor area which has been exempted under the conditions of the Government Grant or the Buildings Ordinance (Cap.123 of the Laws of Hong Kong) and PROVIDED FURTHER THAT such allocation or re-allocation of Shares pursuant to Clause 3(j)(ii) of Part II of the Second Schedule to the PDMC shall not affect the proportion of Shares allocated to the Government Accommodation;

(iii) subject to the prior approval of the Director, MTR shall have the exclusive and unrestricted right to re-designate or re-distribute any Shares retained by it in the Estate and allocated to any particular part of the Estate the exclusive use of which is retained by MTR to any other part of the Development of which it has exclusive use PROVIDED THAT in so doing MTR does not allocate the Shares to any Phase in excess of that stipulated under a Deed Poll or supplemental Deed Poll and PROVIDED THAT the re-designation or re-distribution of Shares shall not affect the proportion of the Shares allocated to the Government Accommodation;

(iv) without the necessity of making every Owner or other person having an interest in the Development or any part thereof (except FSI as the Owner of the Government Accommodation) a party thereto, but subject to prior written approval of the Director in accordance with Special Condition No.(6)(b) of the Government Grant and the prior written consent of the Owner of the Government Accommodation, to enter into and execute a supplemental Deed Poll before the execution of the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant (if any) of the final Phase of the Estate for adjusting the number of the Shares allocated to the Government Accommodation as previously approved by the Director in accordance with Special Condition No.(26)(b) of the Government Grant and consequentially the number of the Shares allocated to Site B and the site of the final Phase respectively under the Approved Deed Poll (as defined in Special Condition No.(6)(b) of the Government Grant) which is registered in the Land Registry by Memorial No.20051402040056, and in the event that the Government Accommodation shall have been assigned by MTR to FSI pursuant to Special Condition No.(26)(a) of the Government Grant prior to such adjustment, following the execution of such supplemental Deed Poll, to enter into and execute a confirmatory assignment of the Government Accommodation or such other deed(s) or document(s) of a similar nature with FSI;

(d) subject to the prior written consent of the Director, to allocate and re allocate the Shares to any particular part of the Development following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and the Common Services and Facilities and to allocate and re allocate the Management Units to each Unit (excluding the Government Accommodation) thereto necessitated by any change in the Gross Floor Area PROVIDED THAT the allocation or re-allocation of Shares shall not affect the proportion of the Shares allocated to the Government Accommodation and PROVIDED FURTHER THAT for the purpose of Clause 3(k) of Part II of the Second Schedule to the PDMC, the Gross Floor Area shall include any gross floor area which has been exempted under the conditions of the Government Grant or the Buildings Ordinance (Cap.123 of the Laws of Hong Kong);

(e) after completion of the final Phase of the Estate, to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities PROVIDED THAT :-

(i) the use and enjoyment of the Units (excluding the Government Accommodation) by the Owners shall not be adversely affected and the proper use and enjoyment of the Government Accommodation shall not be affected and no such amendment, variation, alteration, addition, modification or substitution shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR;

(ii) the Common Areas and Common Services and Facilities shall not be reduced;

(iii) notwithstanding anything contained in the foregoing, if there is any conversion of any of the Common Areas or the Common Services and Facilities to MTR's own use for its own benefit, such conversion shall be subject to the approval of the Development Owners' Committee (if any) or the relevant Owners' Sub-Committee (if any) (as the case may be) and any payment paid by MTR for the approval shall be credited to the relevant account(s) of the Special Fund and if there is any conversion or designation of any of MTR's own areas or services and facilities in the Land as the Common Areas or the Common Services and Facilities, such conversion or designation shall be subject to the approval by a resolution of the Owners at a meeting of the Owners of the Estate convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be);

(iv) any additional Common Areas or additional Common Services and Facilities shall not be re-converted or re-designated to MTR's own use or benefit and MTR shall prepare or cause to be prepared a set of plans showing such additional Common Areas which shall be kept at the management office of the Estate and made available for inspection by the Owners free of costs and charges during normal office hours;

(f) to construct maintain lay alter remove re route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely and exclusively serving the Government Accommodation or the SCL Portion) or partly within the Land and the Development (other than the services and facilities solely and exclusively serving the Government Accommodation or the SCL Portion) and adjoining land to supply utilities services and recreational facilities to the Land and the Development and/or, if required by the Government, to any other adjoining adjacent or neighbouring lands and to grant the right so to do any of the aforesaid to any person on such terms and conditions as MTR may deem fit PROVIDED THAT if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and Facilities, any consideration received for supplying of the said utilities, services and recreational facilities to the adjoining adjacent or neighbouring lands shall after deduction by MTR of the costs of the relevant works incurred by MTR be credited to the relevant account(s) of the Special Fund PROVIDED FURTHER THAT the exercise of the MTR's right under Clause 3(o) of Part II of the Second Schedule to the PDMC shall be subject to prior approval by a resolution of the Owners at a meeting of the Owners of the Estate convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) (but such approval shall not be required if the exercise of the aforesaid right is for the purpose of construction, development and completion of any subsequent Phase) and shall not interfere with other Owners' rights to hold, use, occupy and enjoy nor impede access to and from such part(s) of the Development to which such other Owners are exclusively entitled to and any payment received (if any) shall be credited to the relevant account(s) of the Special Fund PROVIDED FURTHER THAT the proper use and enjoyment of the Government Accommodation shall not be affected;

(g) subject to the approval by a resolution of the Owners at a meeting of the Owners of the Estate convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) to grant any rights, rights of way or easements or quasi easements (including, but not limited to, the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities (not being the Private Recreational Facilities), sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Estate Common Areas and the Estate Common Services and Facilities or any Common Areas and Common Services and Facilities of a Phase or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as MTR shall deem fit PROVIDED THAT the exercise of the MTR's right under Clause 3(s) of Part II of the Second

Schedule to the PDMC shall not contravene the provisions of the Government Grant nor interfere with other Owners' rights to hold, use, occupy and enjoy nor impede access to and from such part(s) of the Estate to which such other Owners are exclusively entitled to and the proper use and enjoyment of the Government Accommodation shall not be affected and PROVIDED ALWAYS THAT any money received from the grant of any such rights shall form part of relevant account(s) of the Special Fund;

(h) to construct, maintain, repair and renew at MTR's own expense footbridges and/or pedestrian walkways (excluding the Pedestrian Walkway) (as referred to in Special Condition No.(50)(j) of the Government Grant) within the Land and the Development whether or not linking the Land and the Development or any part thereof with any adjoining or neighbouring lots and/or developments and for any of such purposes, to demolish, alter or remove any walls or structures forming part of or any closure of openings in the Common Areas or the Common Services and Facilities PROVIDED THAT the proper use and enjoyment of the Government Accommodation shall not be affected and the access to or from the Government Accommodation shall not be prevented, impeded or restricted PROVIDED FURTHER THAT the exercise of the MTR's right under Clause 3(t) of Part II of the Second Schedule to the PDMC shall be subject to prior approval (unless it is for the purpose of discharging the obligations required to be performed and observed by MTR as the original grantee of the Land under the provisions of the Government Grant or completing the construction of the Estate or any part thereof and in either case, such approval shall not be required) by a resolution of the Owners at a meeting of the Owners of the Estate convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) and shall not interfere with other Owners' rights to hold, use, occupy and enjoy nor impede access to and from such part(s) of the Development to which such other Owners are exclusively entitled to and any payment received (if any) shall be credited to the relevant account(s) of the Special Fund.

6. Subject to the Government Grant, any ordinances, laws, Government regulations, the rights reserved to MTR in Clause 3 of Part II of the Second Schedule to the PDMC, the rights easements and privileges reserved to the Owner of the MTR Portion and the SCL Portion Owner under the SCL Portion Assignment and the PDMC and the rights easements and privileges reserved to FSI, its lessees, tenants, licensees and persons authorised by it and the Owners and occupiers for the time being of the Government Accommodation in Clause 2 of Part I of the Second Schedule to the PDMC, an Owner of the Estate (excluding FSI) without the previous written consent, if required, of the Manager (which consent, if required, may be granted subject to such reasonable conditions as the Manager shall think fit) shall not do such things as set out in the Third Schedule to the PDMC, including, but not limited to, the following:-

   (a) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Estate, or the Common Areas any structure whatsoever whether of a temporary or permanent nature;

   (b) install or erect or permit or suffer to be installed or erected any air conditioning or ventilation unit or plant or any radio or television aerial or satellite dish or any sunshade or awning or any other fixture whatsoever on or over any roof, flat roof or through or over any window or through or on any external wall of the Estate (except, in the case of air conditioning or ventilation units, at the air-conditioning platforms already provided or at such places designated for such purpose in the Residential Development);

   (c) damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the Common Areas including any trees, plants or shrubs in or on the Land and the Development;

   (d) damage or interfere with or permit or suffer to be damaged or interfered with the Common Services and Facilities;

   (e) encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and the Manager shall be entitled without notice and at the Owner's expense (save and except FSI as the Owner of the Government Accommodation) to remove and dispose of as he sees fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner (save and except FSI as the Owner of the Government Accommodation) hereby agrees to keep the Manager indemnified against all losses, claims damages or expenses of and against the Manager in respect thereof;

   (f) (i) bring on to or keep any dogs, cats, pets, livestock, live poultry, birds or other animals on any part of the Estate PROVIDED THAT subject to any applicable laws and regulations in force in Hong Kong from time to time and subject to and in accordance with the Building Rules, domestic animal or other pets may be kept in a Residential Unit unless the same has been the cause of reasonable written complaint by at least two (2) Owners or occupiers of any part of the Estate, the reasonableness of the complaint shall be determined by the Manager at its absolute discretion;

   (ii) bring or keep any dogs in lifts or in any part of the Estate intended for common use unless they are carried or on leash and wearing mouth strap;

   (iii) Notwithstanding anything contained in Clauses 1(x)(i) and (ii) of the Third Schedule to the PDMC, bring or keep any dogs in the Common Areas (including without limitation, the Club Houses and lawns areas) save for those areas as may be designated by the Manager for use by dogs from time to time;

   (g) affix or install onto the external walls or through the windows of any Residential Unit any air-conditioner or air-conditioning unit other than at the air-conditioning platform already provided or at such places designated for such purposes without the prior written consent of the Manager and all possible measures shall be taken to prevent excessive noise, condensation or dripping on to any part of the Land and/or the Development;

   (h) tamper with, remove or interfere with or permit or suffer or cause to be tampered with, removed or interfered with the firm alarm system serving the Estate or any part thereof and/or the common fire alarm system installed in the Estate connecting and serving the Estate.

7. (a) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to the PDMC and the easements, rights and privileges reserved to the Owner of the MTR Portion and the SCL Portion Owner under the SCL Portion Assignment and Part I of the Second Schedule to the PDMC, no Owner shall have the right to convert the Common Areas and the Common Services and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Development Owners' Committee or the relevant Owners' Sub-Committee (as the case may be). Any payment received for the approval shall be credited to the relevant account(s) of the Special Fund.

(b) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to the PDMC and the easements, rights and privileges reserved to the Owner of the MTR Portion and the SCL Portion Owner under the SCL Portion Assignment and Part I of the Second Schedule to the PDMC, no Owner (except MTR as the Owner of the uncompleted portion of the Estate shall have the right to designate part or parts of the uncompleted portion of the Estate to be the Common Areas or the Common Services and Facilities in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC) shall have the right to convert or designate such part(s) of the Development the sole and exclusive right and privilege to hold, use, occupy and enjoy the same is held by him as the Common Areas or the Common Services and Facilities unless the approval by a resolution of the Owners at a meeting of the Owners of the Estate convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained PROVIDED THAT the proper use and enjoyment of the Government Accommodation and the safety or operation of the Station, the Kwun Tong Line Extension and the Shatin to Central Link shall not be affected. Neither the Owners nor the Manager shall have the right to re-convert or re-designate the Common Areas and the Common Services and Facilities to his or its own use or for his or its own benefit.

8. Each Share allocated to Phase I of the Estate shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the PDMC and the SDMC be held by the person or persons from time to time entitled thereto together with the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule to the SDMC, including, but not limited to, the following :-

(I) Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants :-

(a) of a Phase I Residential Unit to go, pass and repass over and along and upon the Phase I Common Areas and the Phase I Residential Common Areas in common with all others having the like right; and

(b) of a Phase I Car Parking Space to go, pass and repass over and along and upon the Phase I Common Areas, the Phase I Residential Common Areas and the Phase I Car Park Common Areas in common with all others having the like right,

for all purposes connected with the proper use and enjoyment of his Unit.

(II) Subject to the provisions of Clauses 6 and 7 of Section D of the SDMC and to the management expenses for the Common EV Facilities being borne by the Owners of the Phase I Car Parking Spaces, the full right and liberty (SUBJECT ALWAYS to the rights of the Manager under the SDMC and the PDMC) for the Owner of a Phase I Car Parking Space for the time being at his own cost and expense to install, maintain, repair and replace an electric meter and such associated facilities within the electric vehicle room of the Phase I Car Park Common Areas and to lay and/or maintain, repair and replace such cables, base box, charger outlets, protective and security devices within the Phase I Car Park Common Areas at such locations and in such manner to be approved by the Manager (including but not limited to the designation of routing and the manner of which such installation, maintenance, repair and replacement is carried out) for the purposes of or in connection with the proper use and enjoyment and operation of the Non-Common EV Facilities serving his Phase I Car Parking Space exclusively.

(III) The right for the Owners and occupiers of any Phase I Car Parking Space (in common with all other persons having the like right) to pass through such parts of the Phase I Residential Common Areas on the Ground Floor as may be designated or re-designated by the Manager from time to time for the purpose of access to and from the management office in Phase I on the Ground Floor of Phase I.

(IV) The right for the Owners and occupiers of any Unit of Phase I (in common with all other persons having the like right) to pass through such parts of the Common Areas of the Residential Development in Phase II on the Ground Floor as may be designated or re-designated by the Manager of Phase II from time to time for the purpose of access to and from the owners' committee office in Phase II.

(V) Full right and liberty for the Owners of the Phase I Residential Units on the Ground Floor and the 1st Floor for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and use the Phase I Residential Common Areas on the Ground Floor and the 1st Floor respectively for the purpose of accessing the areas designated for installation, maintenance, repair and replacement of air-conditioning units serving their respective Phase I Residential Units exclusively PROVIDED THAT such Owners shall make good any damage caused to any part of the said Phase I Residential Common Areas.

9. Each Share allocated to Phase I of the Estate shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the PDMC and the SDMC be held by the person or persons from time to time entitled thereto subject to the exceptions and reservations set out in Part II of the Second Schedule to the SDMC, including but not limited to, the following :-

(I) Easements, rights and privileges of the other Owners contained in Clauses 1, 2, 3 and 4 of Part I of the Second Schedule to the SDMC (as the case may be) and set out in Part II of the Second Schedule to the PDMC insofar as the same are applicable.

(II) Easements, rights and privileges of the Manager set out in Part II of the Second Schedule to the PDMC insofar as the same are applicable.

10. The Owners of a Unit in the Phase I Residential Development and the Phase I Car Park shall at all times hereafter be bound by and shall observe and perform the covenants, restrictions and prohibitions set out in the Third Schedule to the SDMC insofar as the same are applicable to them, including but not limited to, the following :-

(a) Not to use or cause or permit or suffer the use of any of the Phase I Common Areas, the Phase I Residential Common Areas or the Phase I Car Park Common Areas for the purpose of drying laundry (except in the places specifically provided therefor) or hanging or placing or storing any article or thing thereon or therein and not to permit servants (or the children of any servant) or any other person to use the same for loitering or eating.

(b) Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Phase I Common Areas, the Phase I Residential Common Areas or the Phase I Car Park Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as he sees fit any such material aforesaid and the Manager shall not thereby incur

any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims, damages or expenses of and against the Manager in respect thereof.

11. (a) MTR shall upon execution of the SDMC assign the Shares in those parts of the Common Areas and Common Services and Facilities in Phase IA together with the said Common Areas and Common Services and Facilities in Phase IA to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares together with the said Common Areas and Common Services and Facilities free of costs or consideration to his successors as manager on termination of his appointment or to the Owners' Corporation at any time if so required by the Owners' Corporation.

(b) After completion of Phase IB (as evidenced by the issue of the consent to assign by the Director for Phase IB) and upon assignment of any Unit in Phase IB by MTR, MTR shall assign the Shares (if any) in those parts of the Common Areas and Common Services and Facilities in Phase IB together with the said Common Areas and Common Services and Facilities in Phase IB to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares (if any) together with the said Common Areas and Common Services and Facilities free of costs or consideration to his successors as manager on termination of his appointment or to the Owners' Corporation at any time if so required by the Owners' Corporation.

(c) After completion of Phase IC (as evidenced by the issue of the consent to assign by the Director for Phase IC) and upon assignment of any Unit in Phase IC by MTR, MTR shall assign the Shares (if any) in those parts of the Common Areas and Common Services and Facilities in Phase IC together with the said Common Areas and Common Services and Facilities in Phase IC to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares (if any) together with the said Common Areas and Common Services and Facilities free of costs or consideration to his successors as manager on termination of his appointment or to the Owners' Corporation at any time if so required by the Owners' Corporation.

12. All the Owners of the Phase I Residential Units shall observe and comply with all the ordinances, by-laws and Government regulations of Hong Kong and guidelines and directions as may be issued by any Government authorities from time to time in relation to use or maintenance or operation of the Noise Mitigation Measures in Phase I (namely, solid walls as for identification purpose only shown and delineated by purple lines on the plans (Plans Nos. NMM-01 - NMM-17) certified as to their accuracy by the Authorized Person and annexed to the SDMC) and no Owner of any Phase I Residential Unit shall do or permit any act or thing to be done which may in any way damage or affect the Noise Mitigation Measures in Phase I.

B. The number of undivided shares assigned to each residential property in the Phase

Tower	Floor	Flat	No. of Shares allocated to each Flat
5(5A)	1/F	A*	843
		B*	504
		C*	813
	2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F	A@ %	870
		B@ %	530
		C@ %	840
	27/F	A@ % *	1,135
		B@ % *	1,125
	28/F	A@ % ^ #	1,210
		B@ % ^ #	1,201
5(5B)	1/F	A*	618
		B*	402
		C*	413
		D*	413
		E*	471
		F*	484
	2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F	A@ %	610
		B@ %	430
		C@ %	430
		D@ %	430
		E@ %	480
		F@ %	480
	27/F	A@ %	610
		B@ %	430
		C@ %	430
		D@ %	430
		E@ %	480
		F@ %	480
	28/F	A@ % ^	659
		B@ % ^	464
		C@ % ^	470
		D@ % ^	467
		E@ % ^	520
		F@ % ^	520

Notes:
1. There are no designations of 4/F, 13/F, 14/F and 24/F.
2. @ Flat with balcony.
3. % Flat with utility platform.
4. * Flat with flat roof.
5. ^ Flat with roof.
6. # Flat with stairhood.

C. The term of years for which the manager of the Phase is appointed

Subject to the provisions of the Building Management Ordinance and the provisions for termination contained in the PDMC, the Manager of the Phase shall be appointed for an initial period commencing on the date of the PDMC and expiring (i) two years after the date of the Sub-Deed of Mutual Covenant or Deed Poll in respect of the final Phase of the Estate or (ii) two years after the expiration of the last building covenant period under Special Condition No.(13) of the Government Grant, whichever is the earlier.

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

1. The Owners (save and except the Owners of the Station and FSI as the Owner of the Government Accommodation) shall contribute towards the Management Charges in the following manner :-

   (i) all Owners of Units in the Estate (save and except FSI as the Owner of the Government Accommodation) shall contribute to the expenses of the Estate Common Areas and Facilities Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Estate;

   (ii) the Owners of the Units in each Phase shall contribute to the expenses of the relevant Phase Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to that Phase PROVIDED THAT where the Manager prepares sub-sub-budget for a Phase or any part of it, only the expenses which are attributable to the Phase as a whole shall be apportioned in the manner described above and the expenses of any sub-sub-budget shall be paid by the Owners of Units covered by such a sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to all Units covered by such a sub-sub budget.

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

The amount of management fee deposit is equivalent to three (3) months' Management Charges.

F. Summary of the provisions of the PDMC and the SDMC that deal with the area (if any) in the Phase retained by the owner for that owner's own use

Not applicable.

Note:
Unless otherwise defined in this Sales Brochure, capitalized terms used in the above shall have the same meaning of such capitalized terms used in the PDMC and the SDMC.

A. 於土地註冊處註冊為「註冊摘要」第25022600590050號之主公契及管理協議(「主公契」)及於土地註冊處註冊為「註冊摘要」第25022601250011號之期數副公契及管理協議(「副公契」)有關期數公用部分的條文摘要

1. 「主公契」中各公用部分的定義

「公用地方」指(i)「屋苑公用地方」及(ii)指定為供個別「期數」所有「業主」或個別一組或多組「業主」專享的公用地方之「屋苑」部分，包括但不限於「綠化區」、部分「私家康樂設施」及部分「工程與裝置」(不包括構成「單位」的部分)，現於任何「副公契」、「分副公契」或將根據「主公契」訂立的「分割契約」所夾附的圖則內註明，但不包括屬於任何個別「單位」「業主」所擁有的「屋苑」部分。

「公用服務與設施」指(i)「屋苑公用服務與設施」及(ii)任何「副公契」、「分副公契」或將根據「主公契」訂立的「分割契約」訂明指定供個別「期數」所有或個別一組或多組「業主」專享的「屋苑」公用服務與設施，包括但不限於部分「私家康樂設施」及部分「工程與裝置」(不包括構成「單位」的部分)，但不包括屬於任何個別「單位」「業主」所擁有或任何供個別「單位」專用的服務與設施。

「屋苑公用地方」指擬供「屋苑」各「業主」使用而非任何個別「期數」一名或多名「業主」專享的「屋苑」部分，包括但不限於「屋苑內項件」(如有)、行車道、斜路、業主委員會辦事處、護牆、結構牆及柱、地基及建於「屋苑」上供多於一個「期數」使用的建築物之其他結構件，以及「屋苑」並非供個別「期數」任何一名或多名「業主」專享的所有其他公眾地方，但不包括構成個別「期數」「公用地方」一部分而現已或將會於該「期數」的「副公契」或「分副公契」或「分割契約」指定的地方。「屋苑公用地方」將在專為任何「期數」訂立的「副公契」或「分副公契」或「分割契約」所夾附的圖則內更具體註明，並會根據「主公契」L節第7條備存於「屋苑」管理處。

「屋苑公用服務與設施」指現已或將會在「屋苑」之內、其上或其下建造的服務與設施，供「屋苑」整體使用而非個別「期數」任何一名或多名「業主」專享，其中包括但不限於「屋苑內項件」(如有)、電線、電纜、電力裝置、配件、設備、器具，以及供「屋苑」使用或安裝於「屋苑」內或作為生活便利設施的一部分以供「屋苑」享用而非供任何個別「期數」一名或多名「業主」專享的任何其他裝置、系統、機器、服務及設施，但不包括屬於個別「期數」「公用服務與設施」一部分而現已或將會在該「期數」的「副公契」或「分副公契」或「分割契約」指定的服務與設施。

「綠化區」統指現已或將會依據「政府批地文件」特別條款第(16)(b)(iii)條提供的綠化地方(包括垂直綠化區)(不包括構成「政府批地文件」特別條款第(16)(e)條所載「車站」一部分的綠化地方)，將在專為任何「期數」訂立的「副公契」或「分副公契」所夾附的圖則內更具體註明。

「屋苑內項件」指(i)供「政府樓宇」及「發展項目」其餘部分使用的所有升降機、自動扶手梯及樓梯；(ii)所有構成供「政府樓宇」及「發展項目」其餘部分使用的系統一部份的大廈服務裝置、機器和設備(包括但不限於手提式及非手提式消防裝置器材)；及(iii)所有其他「政府批地文件」特別條款第(31)(a)條所指的供「政府樓宇」及「發展項目」其餘部分使用的公用部分及設施。

「私家康樂設施」指「地政總署署長」根據「政府批地文件」特別條款第(45)(a)條規定批准的康樂設施及該處的附屬設施(包括但不限於「會所」)，現時或於「批租年期」內任何時間提供予「住宅發展項目」或其任何一個或多個部分的「單位」住戶和他們的真正訪客享用。

「斜坡及護土牆」指「該土地」之內或之外的所有斜坡、斜坡處理工程、護土牆、支承件、地基、排水工程及其他構築物，包括但不限於「綠色間黑斜線範圍」，由「業主」(作為「政府樓宇」「業主」的「財政司司長法團」除外)負責遵照「政府批地文件」或「主公契」的規定維修。「斜坡及護土牆」在「主公契」所夾附經「認可人士」核證準確的斜坡圖則以黃色、黃色間紅斜線、黃色間紅交叉斜線及綠色間黑斜線顯示，最小比例為1:500，僅供識別。

「工程與裝置」指「屋苑」內所有需要經常性定期維修的主要工程及裝置(不論是否構成「公用地方」及「公用服務與設施」一部分)，包括但不限於「斜坡及護土牆」。

2. 「副公契」中各公用部分的定義

「公共電動車設施」指現已或將會在「第I期停車場公用地方」內安裝供「第I期停車位」「業主」公用與共享，以作為根據《道路交通條例》(香港法例第374章)、其任何附屬規例及修訂法例持牌而停泊於任何「第I期停車位」之電動車或電動電單車作充電用途或作相關用途的所有設施。該等設施並非專為任何個別「第I期停車位」服務或屬於任何「第I期停車位」「業主」，而該等設施包括但不限於電線、電纜、管槽、線槽、電錶、基底盒、充電器插座、電子鎖及其他保安及/或保護裝置、設備、器具和其他電力或與此用途有關的其他裝置等。

「有蓋行人徑」指完全位於「地盤B」而構成「第I期住宅公用地方」一部分的有蓋行人徑(包括其雨篷及相關構築物)。「有蓋行人徑」在「副公契」所夾附經「認可人士」核證準確的圖則以藍色虛線顯示，僅供識別。

「傷殘人士停車位」指位於「第I期停車場」地下低層1樓的4個車位，遵照「政府批地文件」特別條款第(57)(b)(i)條指定供符合《道路交通條例》(香港法例第374章)、其任何附屬規例及修訂法例定義的傷殘人士停泊屬於「第I期住宅發展項目」住戶和他們的真正賓客、訪客或獲邀人士的車輛。「傷殘人士停車位」在經「地政總署署長」批核的停車場布局圖或修訂停車場布局圖內顯示，同時在「副公契」所夾附經「認可人士」核證準確的圖則以黃色顯示並註明"ACC"，僅供識別。為免存疑，「傷殘人士停車位」構成「訪客停車位」一部分。

「訪客停車位電動車設施」指現已或將會在「第I期停車場」內安裝，以作為根據《道路交通條例》(香港法例第374章)、其任何附屬規例及修訂法例持牌而停泊於「訪客停車位」作電動車充電用途或作相關用途的所有設施。此等設施包括但不限於電線、電纜、管槽、線槽、電錶、基底盒、充電器插座、電子鎖及其他保安及/或保護裝置、充電站、支付裝置、設備、器具及其他電力或與此用途有關的其他裝置。

「第I期停車場公用地方」指「第I期停車場」整體(「第I期停車位」及「訪客停車位」除外)，擬供各「第I期停車位」「業主」、佔用人和受許可人公用與共享，其中包括但不限於「第I期工程與裝置」(不包括「第I期斜坡及護土牆」，亦不包括構成「第I期住宅單位」、「第I期停車位」、「第I期停車場公用服務與設施」、「第I期住宅公用地方」、「第I期住宅公用服務與設施」、「第I期公用地方」和「第I期公用服務與設施」的部分)、行車道、行車斜路、大堂、升降機大堂、穿梭升降機大堂、樓梯、風機房、增壓混合風機房、電動車房、電氣房、污水井房、通風槽房、通風口、電管槽、水管槽及排風管，以及位於「第I期停車場」內供「第I期停車位」「業主」、佔用人及受許可人公用與共享的《建築物管理條例》(香港法例第344章)附表1列明的所有其他公用部分(如有)，但不包括「第I期公用地方」及「第I期住宅公用地方」。「第I期停車場公用地方」在「副公契」所夾附經「認可人士」核證準確的圖則以綠色顯示，僅供識別。

「第I期停車場公用服務與設施」指在「第I期」之內、其上或其下建造的服務與設施，以供「第I期停車位」使用，包括但不限於「第I期工程與裝置」(不包括「第I期斜坡及護土牆」，亦不包括構成「第I期住宅單位」、「第I期停車位」、「第I期停車場公用地方」、「第I期住宅公用地方」、「第I期住宅公用服務與設施」、「第I期公用地方」及「第I期公用服務與設施」的部分)，「公共電動車設施」、機器與機械、電力裝置、配件及設備、屏障，但不包括「第I期公用服務與設施」和「第I期住宅公用服務與設施」。

「第I期公用地方」指擬供「第I期」多於一個組成部分(即「第I期停車場」及「第I期住宅發展項目」)各「業主」共用而非僅供單一組成部分「業主」專用的「第I期」部分，包括但不限於「第I期工程與裝置」(包括「第I期斜坡及護土牆」，但不包括構成於「第I期住宅單位」、「第I期停車位」、「第I期停車場公用地方」、「第I期停車場公用服務與設施」、「第I期住宅公用地方」、「第I期住宅公用服務與設施」和「第I期公用服務與設施」的部分)、污水井房、排氣管、水錶櫃、通風口、屋苑辦公室、保安管理處、看守人宿舍、保安護衛室、樓梯、垃圾及物料回收房、垃圾車車位、通道及迴旋處、緊急發電機房、變壓器房、低壓總電掣房、低壓總電掣房上部、特低壓電房、街道消防栓水泵房、消防水泵房、花灑水泵房、消防控制室、總錶房、電氣房、消防校對錶櫃、花灑控制閥室、中電電纜直立管道房、維修走廊、水管槽、電線槽、電氣槽、電動車房、沖廁水泵房、消防水管槽、花灑及消防入水口、變壓器房、變壓器房上部、可變冷媒流量空調系統房，以及「第I期」內所有其他並非只供「第I期」任何個別組成部分「業主」專享的《建築物管理條例》(香港法例第344章)附表1列明的公用部分(如有)，但不包括「第I期住宅公用地方」和「第I期停車場公用地方」。「第I期公用地方」在「副公契」所夾附經「認可人士」核證準確的圖則以藍色顯示，僅供識別。

「第I期公用服務與設施」指現已或將會在「第I期」之內、其上或其下建造擬供「第I期」多於一個組成部分(即「第I期停車場」及「第I期住宅發展項目」)共用的服務與設施，包括但不限於「第I期工程與裝置」(包括「第I期斜坡及護土牆」，但不包括構成「第I期住宅單位」、「第I期停車位」、「第I期停車場公用地方」、「第I期停車場公用服務與設施」、「第I期住宅公用地方」、「第I期住宅公用服務與設施」和「第I期公用地方」的部分)；污水渠、溝渠、排水渠、水管、管槽；水泵、水箱、衛生配件；電線、電纜、電力裝置、為「第I期」提供電力服務的相關設施、配件；公共天線、有線電視接收、發布及相關設備；防火及滅火系統；保安系統、設備與器具；空調機及風機；建築裝飾，以及安裝於「第I期」內或專為該處享用而使用或設置以供「第I期」用作生活便利設施而非只供「第I期」任何單一組成部分專享的任何其他裝置、系統、機器、設備、器具、配件、服務及設施，但不包括「第I期住宅公用服務與設施」和「第I期停車場公用服務與設施」。

「第I期綠化區」指「第I期」內的「綠化區」，包括垂直綠化區(在「副公契」所夾附經「認可人士」核證準確的圖則以綠色虛線顯示並註明為"GW"，僅供識別)。「第一期綠化區」在「副公契」所夾附經「認可人士」核證準確的圖則以黃色加黑交叉顯示，僅供識別。

「第I期康樂地方與設施」指在「第I期」的定義所載在「第IA期」及「第IB期」內的室內泳池、室內兒童玩樂區、客廳休息室、宴會廳、健身室、遊戲室、音樂室、樂隊室、錄音室、閱讀室、茶水間、廚房、開放式廚房、管理處、禮賓處、入口大堂、桑拿室、男更衣室、女更衣室、男洗手間、女洗手間、暢通易達洗手間、育嬰室、濾水裝置機房、熱泵及風扇房、水管槽、儲物室、住宅康樂設施上部、看更員房及有蓋園景區，以及在「第I期」的定義所載根據「政府批地文件」特別條款第(45)(a)條規定在「第IA期」及「第IB期」內興建的任何其他康樂設施，而該等康樂設施在「批租年期」內現時或可能在任何時間專為供「第I期住宅發展項目」住戶和他們的真正訪客享用，如事前未獲建築事務監督同意，不可作任何其他用途，或供任何其他人使用。「第I期康樂地方與設施」構成「私家康樂設施」一部分，「第I期康樂地方與設施」在「副公契」所夾附經「認可人士」核證準確的圖則以紫色虛線顯示，僅供識別。

「第I期住宅公用地方」指擬供「第I期住宅發展項目」各「業主」、佔用人及受許可人公用與共享的「第I期住宅發展項目」部分，包括但不限於「第I期工程與裝置」(不包括「第I期斜坡及護土牆」、亦不包括構成「第I期住宅單位」、「第I期停車位」、「第I期停車場公用地方」、「第I期停車場公用服務與設施」、「第I期住宅公用服務與設施」、「第I期公用地方」及「第I期公用服務與設施」的部分)、於「第I期」提供的「行人通道」(在「副公契」所夾附經「認可人士」其核證準確性的圖則以淺紫色虛線所勾劃顯示，僅供識別)、構成「第I期噪音緩解措施」一部分(在「副公契」D節第10條更具體載述)的實心牆、「中空地方」、建於「第I期」各大廈地下層及以上的外牆(包括非結構性預製外牆(在「副公契」所夾附經「認可人士」核證其準確性的圖則以淺藍色虛線所勾劃顯示，僅供識別)，以及幕牆(在「副公契」所夾附經「認可人士」核證其準確性的圖則以紅色虛線所勾劃顯示，僅供識別)或其任何部分(包括窗框、玻璃屏障、玻璃嵌板、鉸件、鎖、把手、澆注繫錨、墊圈、窗密封件及其他幕牆組件、該處的不可開啟窗戶及窗框、玻璃嵌板、澆注繫錨、墊圈、窗密封件及該等不可開啟窗戶的其他組件，但不包括任何裝設於包圍「第I期」「住宅單位」任何幕牆的所有可開啟窗戶，以及包圍可開啟窗戶玻璃嵌板的框、玻璃屏障、玻璃嵌板、鉸件、鎖、把手、澆注繫錨、墊圈、窗密封件及可開啟窗戶的其他組件))、「第I期綠化區」、「訪客停車位」、緊急發電機房、上落貨車位、緊急車輛通道、「第I期康樂地方與設施」、「有蓋行人徑」、有蓋園景區、建築裝飾、雨篷、冷氣機平台、供「第I期住宅單位」安裝冷氣機空間、升降機、升降機大堂、大堂、穿梭升降機大堂、消防員升降機大堂、升降機機房、樓梯、加闊公共走廊(在「副公契」所夾附經「認可人士」核證其準確性的圖則以黃色加黑點顯示，僅供識別)、天井、天井上方開口、園景區、平台、公用平台、公用綠化天台、公用天台、頂層天台、低壓電掣房、電訊及廣播設備室、消防及花灑水泵房、消防轉運水泵房、消防水缸及水泵房、消防水缸房、消防管槽、食水缸及沖廁水箱房、食水水泵房、食水及清潔水缸房、食水泵房、沖廁水泵房、沖廁水缸及泵房、濾水裝置機房、垃圾及物料回收房、排煙抽氣扇房、排煙混合風扇房、排煙混合風扇房上部、花灑及消防入水口及控制閥、可變冷媒流量空調系統空間、可變冷媒流量空調系統房、電氣房、消防校對錶、電錶房、水錶櫃、校對錶櫃、電管槽、水管槽、排氣管、混合排氣管、水管槽房、超低電壓房、風扇房、主大堂、室外泳池、按摩池、泳池底側、位於或從屬於任何「第I期」「住宅單位」的所有結構柱(如有)，以及「第I期住宅發展項目」內供「第I期住宅發展項目」「業主」、佔用人及受許可人公用與共享的所有其他《建築物管理條例》(香港法例第344章)附表1列明公用部分(如有)，但不包括「第I期公用地方」和「第I期停車場公用地方」；而「第I期住宅公用地方」在「副公契」所夾附經「認可人士」核證其準確性的圖則分別以黃色、黃色加黑點及黃色加黑交叉顯示、劃上綠色虛線和註明"GW"、劃上藍色虛線、淺紫色虛線、紫色虛線、淺藍色虛線及紅色虛線，僅供識別。

「第I期住宅公用服務與設施」指在「第I期」之內、其上或其下擬供「第I期住宅發展項目」「業主」、佔用人及受許可人公用與共享的服務與設施，包括但不限於「第I期工程與裝置」(不包括「第I期斜坡及護土牆」，亦不包括構成「第I期住宅單位」、「第I期停車位」、「第I期停車場公用地方」、「第I期停車場公用服務與設施」、「第I期住宅公用地方」、「第I期公用地方」及「第I期公用服務與設施」的部分)、「訪客停車位電動車設施」、吊船及升降平台、緊急照明系統、管槽、水管、電纜、電線、水泵、水缸、機器與機械、電力裝置、配件、設備與器具，以及升降機，但不包括「第I

期公用服務與設施」和「第I期停車場公用服務與設施」。

「第I期工程與裝置」指「第I期」內所有需要經常性定期維修的「工程與裝置」，包括但不限於「副公契」第五附表列明的工程及裝置。

「訪客停車位」指根據「政府批地文件」特別條款第(57)(a)(iii)條規定於「第I期停車場」內地下低層1樓內設置及指定的20個車位，用於停泊根據《道路交通條例》(香港法例第374章)、其任何附屬規例及修訂法例持牌而屬於「第I期住宅發展項目」住戶的真正賓客、訪客或獲邀人士的車輛。「訪客停車位」在經「地政總署署長」批核的停車場布局圖或修訂停車場布局圖內顯示，同時在「副公契」所夾附經「認可人士」核證準確的圖則以黃色顯示並註明"V"，僅供識別。「訪客停車位」包括「傷殘人士停車位」。

「中空地方」指所有構成「第I期住宅公用地方」並位於「車站」上方的中空地方。

3. 受限於《建築物管理條例》(香港法例第344章)及「主公契」之條文規定，「公用地方」和「公用服務與設施」將由「管理人」以專有權控制。

4. 受限於「政府批地文件」、「沙中綫部分轉讓契約」、「主公契」及任何適用的「副公契」或「分副公契」或「分割契約」的契諾與條款規定，每份「份數」將於「批租年期」的餘年及任何續訂年期內由不時擁有相關權利的人士或該等人士持有，並且連同「主公契」第二附表第I部分所列的地役權、權利和特權的利益(如適用)，包括但不限於以下各項：

(I) 適用於「屋苑」所有「業主」的權利、地役權及特權

(a) 每名「屋苑」「單位」現任「業主」、其傭工、代理、受許可人、租戶及合法佔用人(與所有其他具有同等權利之人等共享)擁有充分權力和自由(經常受限於「管理人」、「港鐵」作為「港鐵部分」「業主」、「沙中綫部分」「業主」及「政府樓宇」「業主」的權利)通行、進出、往返、行經及使用「屋苑公用地方」及「屋苑公用服務與設施」相關部分，以作正當使用及享用其「單位」之所有用途。

(b) 儘管本文有任何規定，並且毋損及附加於「主公契」或任何「副公契」或「分副公契」或任何「分割契約」訂明的權利，現任「單位」「業主」、該「單位」的佔用人和他們的真正賓客、訪客或獲邀人士有權在發生火警或其他緊急事故時使用「主公契」或任何「副公契」或任何「分副公契」訂明他們本來無權使用的任何類別「公用地方」及「公用服務與設施」(不論是否與該「單位」同屬一個「期數」與否)(**「受限制使用公用地方及公用服務與設施」**)作逃生用途或藉此通行進出他們各自所持的「單位」(或其任何部分)或他們有權使用的任何類別「公用地方」及「公用服務與設施」，而除了透過「受限制使用公用地方及公用服務與設施」外，實際上無法如上所述通行進出，又或是有關通行進出是合理地必須的，則上述各方可單獨或聯同代理、測量師、工人、承辦商及其他人等，以及不論是否駕車和攜帶機器、設備、物料及機械而可行使本項通行權。

(II) 適用於作為「政府樓宇」「業主」的「財政司司長法團」之權利、地役權及特權

不管「主公契」或任何「副公契」或任何「分副公契」的任何規定，「財政司司長法團」、其承租人、租戶、受許可人、經其授權的人等及「政府樓宇」現任「業主」和佔用人均可享有權利通行、進出、往返、行經及使用「該土地」、「公用地方」及「公用服務與設施」的任何部公用部分和「發展項目」的任何公用部分，以作正當使用及享用「政府樓宇」之所有用途，並可使用和獲取「公用服務與設施」的利益及「該土地」或「發展項目」內任何公用設施的利益。

(III) 適用於「港鐵部分」「業主」的權利、地役權及特權

「港鐵部分」「業主」、其僱員、代理、受許可人及租戶(與所有其他具有同等權利之人等共享)有權在發生緊急事故時通行「屋苑公用地方」作逃生用途。

(IV) 適用於「沙中綫部分」「業主」的權利、地役權及特權

「沙中綫部分」「業主」、其僱員、代理、受許可人及租戶(與所有其他具有同等權利之人等共享)有權在發生緊急事故時通行「屋苑公用地方」作逃生用途。

(V) 適用於「住宅發展項目」所有「業主」的權利、地役權及特權

「住宅發展項目」任何「期數」「單位」的每名住戶和他們的真正訪客(與所有其他具有同等權利之人等共享)擁有充分權力和自由去使用及享用「主公契」和任何「副公契」及「分副公契」訂明擬供該「期數」所有住戶及他們的真正訪客使用的「私家康樂設施」，以純粹作康樂用途，但必須受限於「管理人」制訂的規則、規例及繳付指定的收費，惟「業主」在行使本項權利時，不可損害或干預或允許或容忍他人損害或干預在該處提供的一般生活便利設施、機器、設備或服務。

5. 遵從「政府批地文件」、「沙中綫部分轉讓契約」、「主公契」和任何適用的「副公契」及「分副公契」或「分割契約」的契諾與條款規定，每份「份數」將在「批租年期」的餘年及任何續訂年期內由不時擁有相關權利的人士或該等人士持有，惟受限於「主公契」第二附表第II部分訂明的保留原權益及保留新權益以及「沙中綫部分轉讓契約」訂明保留予「港鐵部分」「業主」和「沙中綫部分」「業主」的地役權、權利及特權，此外並須受限於「大廈規則」及「裝修規則」(「政府樓宇」的「份數」除外)，包括但不限於下列各項：

(I) 「管理人」之權利

(a)「管理人」擁有全權和特權在事前發出合理通知(緊急情況除外)後，單獨或聯同測量師、工人及其他人等，於所有合理時間進入「該土地」及「發展項目」任何部分，包括任何「單位」，以便檢查、重建、修理、更新、更換、翻新、維修、清潔、髹漆或裝修「屋苑」、「公用地方」、「公用服務與設施」或該處任何一個或多個部分之結構，或「業主」失責不修理和不維修之任何「單位」，又或消減任何確實或可能影響「公用地方」、「公用服務與設施」或其他「業主」的危害或滋擾，或行使或執行「主公契」條文賦予「管理人」的任何權力與職責。惟「管理人」必須合理地切實盡量避免造成滋擾，如導致任何損害則須妥善修葺，惟「管理人」必須自費妥善修復因其失責而造成的任何損害，倘若「管理人」或其職員、代理及承辦商作出或漏作的任何行為涉及刑事責任、不誠實或疏忽，「管理人」須就此承擔責任。此外，如「管理人」需要根據「主公契」第二附表第II部分第2(a)條行使權利進入「車站」及/或「政府樓宇」，必須事前徵取「車站」及/或「政府樓宇」相關部分(視情況而定)的「業主」書面批准(兩者的緊急情況除外)，而且進入只限於執行「主公契」第二附表第II部分第2(a)條所訂的事項(就「政府樓宇」而言，只限於執行維修和修理工程)。如對「車站」及/或「政府樓宇」造成任何損害，「管理人」必須承擔所有相關費用與開支。

(b)「管理人」有權不論單獨或聯同測量師、工人及其他人等與否執行「署長」指定的所有必要

工程，以便暫時關閉「該土地」上已建的一座或多座建築物(「政府樓宇」除外)的任何通道入口或地方，但不包括「車站」(除非事前獲「車站」「業主」書面同意)，以將「政府批地文件」特別條款第(50)(j)條所載的「行人天橋」、「行人走道」和「行人天橋連接段及支承件」或相關更換件、「行人通道」或其他行人通道、隧道或行人天橋接駁到指定的一座或多座建築物。「管理人」執行此等工程之前，必須以書面通知各「業主」在施工期間不可使用「該土地」及「發展項目」的有關範圍或部分，「業主」應依從該通知的規定。惟有關工程不可妨礙「政府樓宇」及/或「車站」的出入通行權，並且不可影響任何人士正當使用和享用「政府樓宇」及/或「車站」。再者，「主公契」第二附表第II部分第2(b)條賦予「管理人」的權力及職責均受限於「車站」「業主」及「財政司司長法團」的權利、地役權和特權，並且不可影響或妨礙「主公契」及「政府批地文件」保留予「財政司司長法團」以及「主公契」和「沙中綫部分轉讓契約」保留予「車站」「業主」的權利、地役權及特權。

(II) 「港鐵」之權利

只要「港鐵」仍實益擁有任何「份數」(附加於「沙中綫部分轉讓契約」及「買方」簽訂的「轉讓契約」保留的任何其他權利)，「港鐵」擁有不受限制的專有權，可隨時及不時全權酌情按其視為恰當作出以下所有或任何行為或事項及/或行使以下所有或任何權利、自由權、特權和權益，而毋須聯同任何其他「業主」、「管理人」或任何其他擁有「該土地」及「發展項目」權益的人士或徵取他們同意或批准(除非「主公契」另有規定)，但仍須受限於「主公契」、任何「副公契」或「分副公契」或「分割契約」及「政府批地文件」和「沙中綫部分轉讓契約」(視情況而定)保留予作為「政府樓宇」「業主」之「財政司司長法團」、「港鐵部分」「業主」及「沙中綫部分」「業主」的權利、地役權及特權，惟不可影響或妨礙「財政司司長法團」作為「政府樓宇」「業主」享有的權利、地役權及特權：-

(a) 遵照「政府批地文件」之條款規定，以「業主」的整體受益為本，將「公用地方」及「公用服務與設施」或其任何一個或多個部分連同相關的「份數」無償地轉讓予「管理人」，惟此等地方與設施轉讓後，即由「管理人」以信託形式代表全體「業主」持管；

(b) 訂立「發展項目」任何部分(「政府樓宇」及「沙中綫部分」除外)的「副公契」或「分副公契」或「分割契約」，而毋須接受任何「業主」或其他擁有「發展項目」或其任何部分權益的人士為締約方，藉以分配或再分配「份數」及「管理份數」予任何「期數」或當中任何部分及/或「港鐵部分」，同時制訂其他關於「發展項目」該部分管理、維修和服務及該處設備、服務設施及器具的條文，以及界定和規管「業主」於「發展項目」該部分的權利、權益及責任，然而：-

(i) 如事前未獲「署長」及「沙中綫部分」「業主」(視情況而定)書面同意，分配或再分配「份數」及「管理份數」不可影響「政府樓宇」或「沙中綫部分」的「份數」比例；

(ii) 不可損害「業主」的權利及權益；

(iii) 任何「副公契」或「分副公契」或「分割契約」均須事先徵取「署長」書面批准，並且不可牴觸「主公契」的條文規定，亦不可影響其他受「主契約」或任何其他「副公契」或「分副公契」或「分割契約」約束的其他「業主」之權利、權益或責任；

(c) (i) 只要遵從「政府批地文件」的條文規定和在事前獲得「署長」書面同意，「港鐵」可以專有權及特權分配「份數」予「發展項目」每個「期數」、「港鐵部分」和「政府樓宇」以及該「期數」之每個「單位」、「公用地方」及「公用服務與設施」，並可分配「管理份數」予該「期數」每個「單位」。然而，依照「主公契」第二附表第II部分第3(j)(i)條分配「份數」及「管理份數」，不可影響「政府樓宇」的「份數」比例；

(ii) 如「屋苑」最後「期數」獲發「佔用許可證」後，「港鐵」行使「主公契」所保留權利根據「屋苑」最後「期數」「單位」樓面總面積分配、再分配或調整的「份數」數額少於當時未分配「份數」的數額，餘下尚未分配的「份數」將由「港鐵」分配予「公用地方」及「公用服務與設施」，由「港鐵」以信託方式代表全體「業主」持管，又或遵照「主公契」第二附表第II部分第3(b)條規定，連同之前分配予「公用地方」及「公用服務與設施」的「份數」轉讓予「管理人」。惟就「主公契」第二附表第II部分第3(j)(ii)條之目的，個別「期數」的「單位」之樓面總面積涵蓋根據「政府批地文件」或《建築物條例》(香港法例第123章)之條文豁免的任何樓面總面積。此外，依照「主公契」第二附表第II部分第3(j)(ii)條分配或再分配「份數」不可影響「政府樓宇」的「份數」比例；

(iii) 受限於事前獲「署長」批准，「港鐵」擁有專有和不受限制的權利，將「港鐵」保留及已分配予其以專有權使用「屋苑」任何個別部分的「屋苑」「份數」再指定或再分派予「港鐵」以專有權使用的「發展項目」任何其他部分。然而，「港鐵」如上分配予任何「期數」的「份數」不得超過「分割契約」或增補「分割契約」訂明的「份數」數額。再者，再指定或再分派「份數」不可影響「政府樓宇」的「份數」比例；

(iv) 如事前獲「署長」依照「政府批地文件」特別條款第(6)(b)條給予書面批准，以及獲得「政府樓宇」「業主」書面同意，「港鐵」可在「屋苑」最後「期數」訂立「副公契」或「分副公契」(如有)之前訂立及執行增補「分割契約」，而毋須接受任何「業主」或其他擁有「發展項目」或其任何部分權益的人士(作為「政府樓宇」「業主」之「財政司司長法團」除外)為締約方，藉此調整之前經「署長」依照「政府批地文件」特別條款第(26)(b)條批准分配予「政府樓宇」的「份數」，從而亦調整「經批准的分割契約」(定義以「政府批地文件」特別條款第(6)(b)條所訂為準)訂明並於土地註冊處以《註冊摘要》編號20051402040056登記的「地盤B」和最後「期數」地盤「份數」數額。倘若「港鐵」調整之前已根據「政府批地文件」特別條款第(26)(a)條將「政府樓宇」轉讓予「財政司司長法團」，則應在增補「分割契約」訂立後與「財政司司長法團」簽訂「政府樓宇」轉讓確認書或其他相同性質的契約或文據；

(d) 如事前獲「署長」書面同意，在「發展項目」個別部分獲簽發「佔用許可證」後將「份數」分配及再分配予該部分以及每個「單位」和「公用地方」及「公用服務與設施」，並可因應樓面總面積的任何改變而分配及再分配「管理份數」予該處每個「單位」(不包括「政府樓宇」)。然而，分配或再分配「份數」不可影響「政府樓宇」的「份數」比例。再者，就「主公契」第二附表第II部分第3(k)條而言，樓面總面積涵蓋根據「政府批地文件」或《建築物條例》(香港法例第123章)之條款豁免的任何樓面總面積；

(e) 於「屋苑」最後「期數」落成後修改、更改、改動、加建、改造或取代「公用地方」及「公用服務與設施」任何部分。然而：-

(i) 此舉不可損害「業主」使用和享用其「單位」(不包括「政府樓宇」)，亦不可影響任何人

士使用及享用「政府樓宇」。「業主」或擁有「發展項目」或其任何部分權益的其他人士無權基於此等修改、更改、改動、加建、改造或取代工程向「港鐵」興訟；

(ii) 不可減少「公用地方」及「公用服務與設施」；

(iii) 儘管前文有任何規定，倘若「港鐵」將任何「公用地方」或「公用服務與設施」改為自用專享，必須經由「發展項目業主委員會」(如有)或相關之「業主小組委員會」(如有)(視情況而定)批准，「港鐵」就有關批准支付的任何款項一律撥入相關的「特別基金」賬戶。如「港鐵」將其擁有的任何「該土地」地方或服務與設施改為或指定作「公用地方」或「公用服務與設施」，必須經由「業主」於根據「主公契」召開的「屋苑」「業主」會議議決批准，或經由相關「期數」「業主」於根據相關「副公契」召開的會議議決批准(視情況而定)；

(iv) 任何額外的「公用地方」或額外的「公用服務與設施」均不可重新改為或重新指定為「港鐵」自用或專享。「港鐵」應編製或達致編製一套圖則顯示此等額外的「公用地方」，並備存於「屋苑」的管理處，以供「業主」免費在正常辦公時間閱覽；

(f) 建造、維修、鋪設、更改、拆除、改道分流和更新位於「該土地」及「發展項目」內(專為「政府樓宇」或「沙中綫部分」而設的服務與設施除外)，或部分位於「該土地」及「發展項目」(專為「政府樓宇」或「沙中綫部分」而設的服務與設施除外)和任何毗連土地而專為「該土地」及「發展項目」及/或(如「政府」規定)任何其他毗連、毗鄰或鄰近土地供應公用事業服務與康樂設施所裝設的排水渠、水管、電纜、污水管及其他裝置、配件、廂室和其他構築物，以及向任何人士授予前述的權利，條款與條件按「港鐵」視作恰當為準。如上述排水渠、水管、電纜、污水管、裝置、配件、廂室及其他構築物屬於「公用地方」或「公用服務與設施」一部分，因向毗連、毗鄰或鄰近土地供應公用設施、服務和康樂設施所收取的代價扣除「港鐵」因此招致的相關工程費用後，一律撥入「特別基金」的相關賬戶。此外，「港鐵」行使「主公契」第二附表第II部分第3(o)條所訂的權利，事前須經由「業主」於根據「主公契」召開的「屋苑」「業主」會議通過決議案批准，或經由相關「期數」的「業主」於根據相關「副公契」(視情況而定)召開的會議通過決議案批准(但假如行使上述權利是為着建造、發展及完成任何後續「期數」，則不需要批准)，以及不可干預其他「業主」持有、使用、佔用與享用其擁有專有權的「發展項目」部分之權利和妨礙該處的通行權。所有收取的款項(如有)一律撥入相關的「特別基金」賬戶。再者，此舉不可影響任何人士正當使用及享用「政府樓宇」；

(g) 如經由「業主」於根據「主公契」召開的「屋苑」會議通過決議案批准，或經相關「期數」的「業主」於根據相關「副公契」的「業主」會議通過決議案批准(視情況而定)，有權向任何毗連或毗鄰土地授予「屋苑公用地方」任個一個或多個部分及「屋苑公用服務與設施」或個別「期數」的任何「公用地方」及「公用服務與設施」之權利、通行權、地役權或準地役權(包括但不限於道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、康樂地方與設施(並非「私家康樂設施」)、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水及電力儲存、變壓及供應系統之使用權)，或透過許可方式以「港鐵」視為恰當的條款與條件向其視為恰當的人等授予同類權利，惟「港鐵」行使「主公契」第二附表第II部分第3(s)條所訂權利不可違反「政府批地文件」的條文，亦不可妨礙其他「業主」持有、使用、佔用與享用其擁有專有權的「屋苑」部分或影響該處的出入通行權，或妨礙任何人士正當使用及享用「政府樓宇」。任何由該等所授予權利而獲取的款項一律撥入相關的「特別基金」賬戶；

(h) 港鐵自費建造、維修、修理和更新「該土地」及「發展項目」範圍內的行人天橋及/或行人走道(不包括「行人走道」)(「政府批地文件」特別條款第(50)(j)條所載)，不論是否連接「該土地」及「發展項目」或其任何部分至任何毗連或毗鄰地段及/或發展項目亦然，以及就任何此等目的而拆卸、更改或拆除任何構成「公用地方」或「公用服務與設施」的牆或構築物或該處任何關閉通道出口，惟不可影響任何人士正當使用及享用「政府樓宇」，亦不可阻止、妨礙或限制任何人士出入「政府樓宇」的通行權。「港鐵」行使「主公契」第二附表第II部分第3(t)條所訂權利，事前須經由「業主」於根據「主公契」召開的「屋苑」會議通過決議案批准，或經由相關「期數」的「業主」於根據相關「副公契」召開的「業主」會議通過決議案批准(視情況而定)(除非「港鐵」乃履行「政府批地文件」訂明其身為「該土地」原承批人應履行和遵守的責任已解除或完成「屋苑」或其任何部分的建造工程，於該兩種情況下均毋須徵取批准)，此外亦不可干預其他「業主」持有、使用、佔用及享用其具有專有權的「發展項目」部分或妨礙該處的出入通行權。任何由該等所授予權利而獲取的款項(如有)一律撥入相關的「特別基金」賬戶。

6. 受限於「政府批地文件」、任何條例、法律、「政府」規例、「主公契」第二附表第II部分第3條保留予「港鐵」之權利，以及「沙中綫部分轉讓契約」和「主契約」保留予「港鐵部分」「業主」及「沙中綫部分」「業主」的權利、地役權及特權，以及「主公契」第二附表第I部分第2條保留予「財政司司長法團」、其承租人、租戶、受許可人及經其授權人等和「政府樓宇」現任「業主」及佔用人的權利、地役權及特權，「屋苑」的「業主」(不包括「財政司司長法團」)如事前未獲「管理人」書面同意(如需要)(「管理人」可按其視為恰當制訂給予同意(如需要)的合理條件)，不可作出「主公契」第三附表列明的事項，包括但不限於：-

(a) 在任何建於「屋苑」或「公用地方」之上或其內屬於任何建築物、車庫或其他構築物的任何天台、平台或其任何部分搭建或建造或允許或容忍他人搭建或建造任何性質的臨時或永久性構築物；

(b) 在「屋苑」的任何天台、平台或貫穿任何窗戶或外牆或在其上安裝、設置或允許、容忍他人安裝、設置任何空調機、通風機或機組，或電台或電視天線、或衛星電視碟形天線，或任何陽篷、遮篷或任何其他固定裝置(於「住宅發展項目」現已提供的空調機平台或上述指定作此用途的地方安裝空調機或通風機除外)；

(c) 損害、損壞或塗污或允許或容忍他人損害、損壞、塗污「公用地方」任何部分之結構、外牆結構或裝飾特色，包括「該土地」及「發展項目」內或周圍任何樹木、植物或灌叢；

(d) 損害或干預，或允許或容忍他人損害或干預「公用服務與設施」；

(e) 在任何「公用地方」放置任何種類或性質的箱、垃圾桶、包裝物品、垃圾、物件或其他妨礙物以致造成阻礙或阻塞，或允許或容忍他人造成阻礙或阻塞，「管理人」有權在毋須通知的情況下清理並以其視為恰當的方式移除及處置上述任何物件，費用由「業主」(作為「政府樓宇」「業主」

之「財政司司長法團」除外)支付。「管理人」毋須就此向「業主」或任何其他人承擔責任，而每名「業主」(作為「政府樓宇」「業主」之「財政司司長法團」除外)現同意向「管理人」彌償所有由此招致的損失、索償、損害或開支並確保其免責；

(f) (i) 可攜帶任何狗、貓、寵物、牲口、活家禽、雀鳥或其他動物進入「屋苑」任何部分或在該處飼養，惟受限於香港不時生效的任何適用法律及規例以及遵守「大廈規則」，「住宅單位」可飼養家畜或其他寵物，除非被「屋苑」任何部分最少兩(2)名「業主」或佔用人以書面作出合理投訴則屬例外。「管理人」可全權酌情決定投訴是否合理；

(ii) 狗隻必須由人手抱或配戴狗帶及口罩，否則不可進入「屋苑」的升降機或「屋苑」擬作公用的任何部分；

(iii) 儘管「主公契」第三附表第1(x)(i)及(ii)條有任何規定，除「管理人」不時指定供狗隻使用的地方外，不可攜帶狗隻進入「公用地方」(包括但不限於「會所」及草坪範圍)或在該處飼養。

(g) 除於現已提供的空調機平台或指定作此用途的地方外，如事前未獲「管理人」發出書面同意，不得在任何「住宅單位」的外牆或貫穿該處的窗戶安裝或裝設任何空調機或機組，此外並須採取所有可行措施防止製造過量噪音、冷凝水或滴水至「該土地」及/或「發展項目」任何部分。

(h) 竄改、移除、干擾或允許或容忍或達致他人竄改、移除或干擾「屋苑」或其任何部分的火警警報系統及/或安裝於「屋苑」而接駁至「屋苑」供其使用的公共火警警報系統。

7. (a) 受限於「主公契」第二附表第II部分第3條訂明「港鐵」享有之保留權利以及「沙中綫部分轉讓契約」和「主公契」第二附表第I部分保留予「港鐵部分」「業主」及「沙中綫部分」「業主」的地役權、權利和特權，如事前未獲「發展項目業主委員會」或相關「業主小組委員會」(視情況而定)通過決議案批准，「業主」不可將任何「公用地方」及「公用服務與設施」或其任何部分改為其專用或專享。任何因批准收取的費用一律撥入相關的「特別基金」賬戶。

(b) 受限於「主公契」第二附表第II部分第3條訂明「港鐵」享有之保留權利以及「沙中綫部分轉讓契約」和「主公契」第二附表第I部分保留予「港鐵部分」「業主」及「沙中綫部分」「業主」的地役權、權利和特權，任何「業主」(作為尚未落成之「屋苑」部分「業主」的「港鐵」除外，「港鐵」有權於任何根據「主公契」訂立之「副公契」或「分副公契」或「分割契約」將尚未落成的「屋苑」任何一個或多個部分指定為「公用地方」或「公用服務與設施」)如事前未經由「業主」於根據「主公契」召開的「屋苑」會議議決批准，或經相關「期數」的「業主」於根據相關「副公契」召開的「業主」會議議決批准(視情況而定)，一律不可將其以獨有權、專有權和特權持有、使用、佔用與享用的「發展項目」部分改為或指定為「公用地方」或「公用服務與設施」。「業主」不可影響任何人士正當使用及享用「政府樓宇」，亦不得影響「車站」、「觀塘線延綫」及「沙田至中環線」的安全和運作。「業主」或「管理人」均無權將「公用地方」及「公用服務與設施」重新改為或重新指定為其專用或專享。

8. 受限於「政府批地文件」、「主公契」及「副公契」的契諾與條款規定，每份分配予「屋苑」「第I期」的「份數」將於「批租年期」餘年及任何續訂年期內由不時擁有相關權利的人士或人等持有，並且連同「副公契」第二附表第I部分所列地役權、權利和特權之利益(如適用)，包括但不限於以下各項：-

(I) 擁有以下充分權力及自由(與所有其他具有同等權利之人等共享)：

(a) 每名「第I期住宅單位」現任「業主」、其傭工、代理、受許可人、租戶及合法佔用人可通行、進出、往返及行經「第I期公用地方」及「第I期住宅公用地方」；

(b) 每名「第I期停車位」現任「業主」、其傭工、代理、受許可人、租戶及合法佔用人可通行、進出、往返及行經「第I期公用地方」、「第I期住宅公用地方」及「第I期停車場公用地方」；

以作正當使用及享用其「單位」之所有用途。

(II) 受限於「副公契」D節第6及7條之規定和「第I期停車位」「業主」承擔「公共電動車設施」管理開支的原則，「第I期停車位」現任「業主」擁有充分權力及自由(受限於「副公契」及「主公契」訂明「管理人」享有之權利)自費在「第I期停車場公用地方」的電動車房內安裝、維修、修理和更換電錶及相關設施，以及於「管理人」批准的位置按其指定的方式(包括但不限於指定路線及安裝、維修、修理和更換工程的施工方式)鋪設及/或維修、修理及更換「第I期停車場公用地方」內的電纜、基底盒、充電器插座、保護及保安裝置，以便正當使用及享用和運作其「第I期停車位」專用的「非公共電動車設施」。

(III) 任何「第I期停車位」「業主」及佔用人均有權(與其他享有同等權利之人士共享)行經「管理人」不時指定或再指定的地下層「第I期住宅公用地方」部分，以便進出位於「第I期」地下層的「第I期」管理處。

(IV) 任何「第I期單位」「業主」及佔用人均有權(與其他享有同等權利之人士共享)行經「第II期」「管理人」不時指定或再指定的地下層「第II期住宅發展項目」「公用地方」部分，以便進出位於「第II期」的業主委員會辦事處。

(V) 地下及一樓「第I期住宅單位」現任「業主」、其傭工、代理、受許可人、租戶及合法佔用人(與所有其他具有同等權利之人等共享)擁有充分權力及自由可通行、進出、往返及行經受及使用分別位於地下及一樓的「第I期住宅公用地方」，以便進入指定範圍，對分別只供其相關「第I期住宅單位」使用的冷氣機進行安裝、保養、維修及更換，惟有關「業主」須修復其所引致受損的「第I期住宅公用地方」的任何部分。

9. 受限於「政府批地文件」、「主公契」及「副公契」之契諾與條款規定，每份分配予「屋苑」「第I期」的「份數」將於「批租年期」餘年及任何續訂年期內由不時擁有相關權利的人士或人等持有，但須受限於「副公契」第二附表第II部分所載的保留原權益和保留新權益，包括但不限於以下各項：-

(I) 「副公契」第二附表第I部分第1、2、3及4條(視情況而定)及「主公契」第二附表第II部分列明其他「業主」享有的地役權、權利和特權(如適用)。

(II) 「主公契」第二附表第II部分列明「管理人」享有的地役權、權利和特權(如適用)。

10. 「第I期住宅發展項目」「單位」及「第I期停車位」的「業主」此後時刻均須遵守和履行「副公契」第三附表訂明而對其適用的契諾、限制規定及禁止規定並受其約束，包括但不限於以下各項：-

(a) 不得使用或達致或允許或容忍他人使用任何「第I期公用地方」、「第I期住宅公用地方」或「第I期停車場公用地方」曬晾衣服(特別指定作此用途的地方除外)，或在該處懸掛或放置或儲存任何物件或物品，亦不可准許傭工(或任何傭工的子女)或任何其他人士在該處遊蕩或飲食。

(b) 不得在「第I期公用地方」、「第I期住宅公用地方」或「第I期停車場公用地方」放置任何盒、廢物箱、包裝貨物、垃圾、貨件或任何其他性質之阻塞物，以致造成或允許或容忍他人造成妨礙或阻塞。「管理人」有權按其視為恰當，在毋須通知的情況下移除及處置任何上述物品，而毋須向「業主」或任何其他人士承擔任何責任，而有關移除和處置費用概由「業主」支付。每名「業主」現同意，如「管理人」因上述的「業主」違約行為招致任何損失、索償、損害或開支，「業主」將作出彌償及確保「管理人」免責。

11. (a) 「副公契」訂立後，「港鐵」應免費或無償地將「第IA期」「公用地方」及「公用服務與設施」的「份數」連同「第IA期」「公用地方」及「公用服務與設施」轉讓予「管理人」，由「管理人」以信託形式代表所有「業主」持管。如「管理人」的任命終止或「業主立案法團」於任何時間要求時，「管理人」必須將此等「份數」連同上述「公用地方」及「公用服務與設施」免費或無償地轉讓予繼任管理人或「業主立案法團」。

(b) 「第IB期」落成(即「署長」簽發「第IB期」轉讓同意書)而「港鐵」已轉讓「第IB期」任何「單位」後，「港鐵」應免費或無償地將「第IB期」「公用地方」及「公用服務與設施」的「份數」(如有)連同「第IB期」「公用地方」及「公用服務與設施」轉讓予「管理人」，由「管理人」以信託形式代表所有「業主」持管。如「管理人」的任命終止或「業主立案法團」於任何時間要求時，「管理人」必須將此等「份數」(如有)連同上述「公用地方」及「公用服務與設施」免費或無償地轉讓予繼任管理人或「業主立案法團」。

(c) 「第IC期」落成（即「署長」簽發「第IC期」轉讓同意書）而「港鐵」已轉讓「第IC期」任何「單位」後，「港鐵」應免費及無償地將「第IC期」「公用地方」及「公用服務與設施」的「份數」(如有)連同「第IC期」「公用地方」及「公用服務與設施」轉讓予「管理人」，由「管理人」以信託形式代表所有「業主」持管。如「管理人」的任命終止或「業主立案法團」於任何時間要求時，「管理人」必須將此等「份數」(如有)連同上述「公用地方」及「公用服務與設施」免費或無償地轉讓予繼任管理人或「業主立案法團」。

12. 所有「第I期住宅單位」「業主」均須遵守和履行香港所有條例、附例及「政府」規例以及任何「政府」主管當局不時就使用或維修或操作「第I期噪音緩解措施」(即在「副公契」所夾附經「認可人士」核證準確的圖則(圖則編號：圖則NMM-01至NMM-17號)以紫色線標明僅供識別的實心牆)發出的指引和指示。任何「第I期住宅單位」「業主」均不可作出或允許他人作出任何行為或事項，以致於任何方面損壞或影響「第I期噪音緩解措施」。

B. 分配予「期數」每個住宅物業的不分割份數的數目

座	樓層	單位	每個單位之份數
5(5A)	1樓	A*	843
		B*	504
		C*	813
	2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓	A@ %	870
		B@ %	530
		C@ %	840
	27樓	A@ % *	1,135
		B@ % *	1,125
	28樓	A@ % ^ #	1,210
		B@ % ^ #	1,201
5(5B)	1樓	A*	618
		B*	402
		C*	413
		D*	413
		E*	471
		F*	484
	2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓	A@ %	610
		B@ %	430
		C@ %	430
		D@ %	430
		E@ %	480
		F@ %	480
	27樓	A@ %	610
		B@ %	430
		C@ %	430
		D@ %	430
		E@ %	480
		F@ %	480
	28樓	A@ % ^	659
		B@ % ^	464
		C@ % ^	470
		D@ % ^	467
		E@ % ^	520
		F@ % ^	520

註：
1. 樓層編號不設4樓、13樓、14樓及24樓。
2. @ 單位設有露台。
3. % 單位設有工作平台。
4. * 單位設有平台。
5. ^ 單位設有天台。
6. # 單位設有梯屋。

C.「期數」的管理人的委任年期

受限於《建築物管理條例》及「主公契」關於終止任命的條文，「期數」的「管理人」首屆任期由「主公契」生效日開始，至(i)「屋苑」最後「期數」的「副公契」或「分割契約」訂立日後兩年期滿或(ii)「政府批地文件」特別條款第(13)條所訂的建築規約期屆滿後兩年（二者取其較早）終止。

D.「期數」各住宅物業的擁有人之間分擔管理開支的基準

1. 每名「業主」（「車站」「業主」及作為「政府樓宇」「業主」的「財政司司長法團」除外）應以下列方式攤付「管理費」：

(i) 所有「屋苑」「單位」「業主」（作為「政府樓宇」「業主」的「財政司司長法團」除外）應按照其「單位」之「管理份數」佔「屋苑」「管理份數」總額的比例攤付「屋苑公用地方與設施管理副預算案」開支；

(ii) 每個「期數」的「單位」「業主」應按照其「單位」之「管理份數」佔該「期數」「管理份數」總額的比例攤付相關「期數管理副預算案」開支。「管理人」編製個別「期數」或其任何部分之分副預算案時，只有歸屬於該「期數」整體的開支可如上分攤。任何分副預算案的開支，將由該分副預算案相關「單位」的「業主」按照其「單位」之「管理份數」佔分副預算案相關「單位」「管理份數」總額的比例攤付。

E. 釐定管理費按金的基準

管理費按金的金額為三 (3)個月「管理費」。

F. 擁有人在「期數」中保留作自用的範圍（如有）的「主公契」及「副公契」條文摘要

不適用。

註：
除非本售樓說明書另有規定，否則上文加上括號的詞彙將採用「主公契」及「副公契」中同一詞彙的定義。

1. The Phase is situated on Site B of Kowloon Inland Lot No.11264 (**"the lot"**).

2. The lot is held from the Government under Conditions of Exchange No.20296 dated 27 February 2017 as varied or modified by two (2) Modification Letters dated 6 September 2019 and 23 May 2022 and registered in the Land Registry by Memorial Nos.19091601800083 and 22053000830024 respectively (collectively, **"the Land Grant"**) for a term of 50 years from 27 February 2017 and expiring on 26 February 2067.

3. **User**

   Special Condition No.(14)

   (a) Subject to these Conditions (as defined in General Condition No.12(b) of the Land Grant) and in particular subject to Special Condition No.(32)(b) of the Land Grant, the lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.

   (b) Without prejudice to the generality of Special Condition No.(14)(a) of the Land Grant, the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than for which it is designed, constructed and intended to be used in accordance with these Conditions, the Approved Building Plans (as defined in Special Condition No.(12)(b)(i) of the Land Grant) and the Approved Landscape Master Plan (as defined in Special Condition No.(16)(c) of the Land Grant).

   Special Condition No.(32)(b)

   The Grantee (as defined in General Condition No.12(a) of the Land Grant) shall not use or permit or suffer the use of the Ho Man Tin Station (as defined in Special Condition No.(32)(a) of the Land Grant) or any part thereof for any purpose other than for the railway purpose and such purposes ancillary to the construction, use, operation and management of the railway (for the avoidance of doubt excluding staff housing) and such other purposes as may be approved in writing by the Director who may in giving such approval impose such terms and conditions as he thinks fit including the payment of premium.

4. **Indemnity by Grantee**

   General Condition No.4

   The Grantee indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from 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 (**"the Director"**, and whose opinion shall be final and binding upon 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 General Condition No.6(b) of the Land Grant) in accordance with these Conditions :-

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

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

   (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the 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. **Indemnify Government against existing structures**

   Special Condition No.(3)

   The Grantee acknowledges that as at the date of the said Conditions of Exchange there are some buildings, structures and foundations existing on the old lot (described in the Second Schedule to the Land Grant and shown coloured blue and blue stippled black on Plan II annexed to the Land Grant). The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence, use and subsequent demolition of the said buildings, structures and foundations and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, use and subsequent demolition of the said buildings, structures and foundations.

8. **The Subway Reserved Area**

Special Condition Nos.(9)(a), (b), (d), (e) and (g)

(a) There are excepted and reserved unto the Government the stratum of land occupied by the existing pedestrian subway (**"the Pedestrian Subway"**) between the levels as shown on the following drawings :-

(i) Drawing No. 1001/Z/310/OAP/C10/101 (Rev. A);
(ii) Drawing No. 1001/Z/310/OAP/C10/102 (Rev. A);
(iii) Drawing No. 1001/Z/310/OAP/C10/121 (Rev. A);
(iv) Drawing No. 1001/Z/310/OAP/C10/122 (Rev. A);
(v) Drawing No. 1001/Z/310/OAP/C10/161 (Rev. B);
(vi) Drawing No. 1001/Z/310/OAP/C10/162 (Rev. A);
(vii) Drawing No. 1001/Z/310/OAP/C10/401 (Rev. A);
(viii) Drawing No. 1001/Z/310/OAP/C10/402 (Rev. A);
(ix) Drawing No. 1001/Z/310/OAP/C10/421 (Rev. A);
(x) Drawing No. 1001/Z/310/OAP/C10/422 (Rev. A);
(xi) Drawing No. 1001/Z/310/OAP/C10/461 (Rev. B); and
(xii) Drawing No. 1001/Z/310/OAP/C10/462 (Rev. A)

attached to the Land Grant within the areas as shown coloured pink stippled blue (**"the Pink Stippled Blue Area"**) and pink cross-hatched black stippled blue (**"the Pink Cross-hatched Black Stippled Blue Area"**) shown and marked "Subway Reserved Area" on Plan la annexed to the Land Grant (the stratum of land excepted and reserved in Special Condition No.(9)(a) of the Land Grant is hereinafter referred to as **"the Subway Reserved Area"**) together with all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the Pedestrian Subway at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director at his sole discretion may determine.

(b) The Grantee shall have no rights, title, ownership, possession or use of the Subway Reserved Area.

(d) No building or structure or support for any building or structure shall be erected or constructed by the Grantee within the Subway Reserved Area except with the prior written approval of the Director who may decline or give approval subject to such terms and conditions as he may in his sole discretion impose.

(e) Throughout the term agreed to be granted by the Land Grant, there are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of any costs or charges the following rights :-

(i) the rights of support and connection for the Pedestrian Subway and the buildings or structures erected or to be erected within or on the Subway Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of operating, managing, keeping, connecting, constructing, inspecting, maintaining, repairing and renewing the Pedestrian Subway and the structures and installations supporting or appurtenant to the Pedestrian Subway;

(iii) the rights to all necessary easements, the rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the Subway Reserved Area and any part or parts thereof and structures and installations supporting or appurtenant to the Subway Reserved Area; and

(iv) the rights of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Subway Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any building structures and erections thereon or any part or parts thereof.

(g) The Grantee shall throughout the period during which the Pedestrian Subway is in existence permit all members of the public for all lawful purposes during operating hours of the Ho Man Tin Station freely and without payment of any nature to pass and repass on foot or by wheelchair along, to, from, through the Pedestrian Subway to and from the lot.

9. **The SCL Reserved Areas**

Special Condition No.(10)

(a) There are excepted and reserved unto the Government :-

(i) the stratum of land between the level of 12.0 metres below HKPD and the level of 3.0 metres below HKPD within the Pink Stippled Red Area (as defined in Special Condition No.(8)(a)(ii)(II) of the Land Grant) and the Pink Cross-hatched Black Stippled Red Area (as defined in Special Condition No.(8)(a)(ii)(III) of the Land Grant); and

(ii) the stratum of land between the level of 11.0 metres below HKPD and the level of 1.0 metre below HKPD within the Pink Triangled Black Stippled Orange Area (as defined in Special Condition No.(8)(a)(ii)(I) of the Land Grant);

(collectively, **"the SCL Reserved Areas"**) for the purpose of construction, operation and maintenance of the Shatin to Central Link as to which the Grantee shall have no right of or title to the ownership, possession or use (except as provided in these Conditions) nor any right or claim to compensation whatsoever in respect thereof.

(b) There is excepted and reserved unto the Government or the Government Nominee (as defined in Special Condition No.(35)(a) of the Land Grant), its agents, licensees and those authorized by it the exclusive right and liberty throughout the term agreed to be granted by the Land Grant to construct, operate and maintain the Shatin to Central Link (as defined in Special Condition No.(1)(e) of the Land Grant) at such level and to such depths as it sees fit in, above or below the SCL Reserved Areas and the Shatin to Central Link when constructed may be used by such person or persons, by such vehicles, at such times and in such manner as the Government or the Government Nominee may see fit.

(c) The Grantee shall satisfy himself as to the extent of the Shatin to Central Link constructed or to be constructed within the SCL Reserved Areas and shall not make any claim against the Government or the Government Nominee or any of its officers, agents, lessees, tenants or those authorized by it, for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the lot or to the Grantee caused by or arising out of the construction, maintenance, presence or operation of the Shatin to Central Link.

10. **Building covenant**

Special Condition No.(13)

(a) 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.

(b) The building or buildings or part or parts thereof erected or to be erected within Site A (as defined in Special Condition No.(1)(f) of the Land Grant) (other than the Government Accommodation as defined in Special Condition No.(20)(a) of the Land Grant and the Ho Man Tin Station shall be completed and made fit for occupation on or before 31 December 2023.

(c) The building or buildings or part or parts thereof erected or to be erected within Site B (as defined in Special Condition No.(1)(g) of the Land Grant) (other than the Government Accommodation) shall be completed and made fit for occupation on or before 30 June 2024 or the expiration of 75 calendar months from the Due Date (as defined in Special Condition No.(1)(a) of the Land Grant), whichever is the later.

11. **Preservation of trees**

Special Condition No.(15)

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.

12. **Landscaping**

Special Condition Nos.(16)(a)(i), (b)(i), (ii), (iii) and (iv), (c), (d), (e) and (f)

(a) (i) The Grantee shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in Special Condition No.(16)(b) of the Land Grant. No site formation works shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No.(15) of the Land Grant.

(b) (i) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director may require;

(ii) Subject to Special Condition No.(16)(f) of the Land Grant, not less than 30% of the area of the lot shall be planted with trees, shrubs or other plants.

(iii) Not less than 50% of the 30% referred to in Special Condition No.(16)(b)(ii) of the Land Grant ("**the Greenery Area"**) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

(iv) The decision of the Director on which landscaping works proposed by the Grantee constitutes the said 30% referred to in Special Condition No.(16)(b)(ii) of the Land Grant shall be final and binding on the Grantee

(c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan (**"the Approved Landscape Master Plan"**) in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the Approved Landscape Master Plan shall be made without the prior written consent of the Director.

(d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

(e) Save for the area or areas that form part of the Ho Man Tin Station (as defined in Special Condition No.(32)(a) of the Land Grant), the area or areas landscaped in accordance with Special Condition No.(16)(e) of the Land Grant shall be designated as and form part of the Common Areas referred to in Special Condition No.(54)(a)(v) of the Land Grant.

(f) For the purpose of Special Condition No.(16)(f) of the Land Grant, the area of the stratum of land of the area of the lot shown coloured pink stippled black (**"the Pink Stippled Black Area"**) on Plan la annexed to the Land Grant shall not be taken into account for the purpose of calculating the area of the lot as stipulated in Special Condition No.(16)(b)(ii) of the Land Grant.

13. **Development conditions**

Special Condition No.(17)(a), (d), (e), (f) and (g)

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

(a) the Grantee shall only erect, construct, provide and maintain upon the lot accommodation and facilities for :-

(i) the Ho Man Tin Station in accordance with Special Condition No.(32) of the Land Grant within Site A;

(ii) the Government Accommodation in accordance with Special Condition No.(20) of the Land Grant;

(iii) private residential purposes with a total gross floor area of not less than 41,400 square metres and not more than 69,000 square metres within Site A except the areas within Site A as shown coloured pink triangled black, pink triangled black hatched brown, pink rippled black, pink triangled black rippled orange (**"the Pink Triangled Black Rippled Orange Area"**), pink triangled black hatched purple (**"the Pink Triangled Black Hatched Purple Area"**) shown on Plan la annexed to the Land Grant, the Pink Stippled Black Area and the Pink Triangled Black Stippled Orange Area; and

(iv) private residential purposes with a total gross floor area of not less than 35,640 square metres and not more than 59,400 square metres within Site B; and

(d) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 77,040 square metres and shall not exceed 128,400 square metres.

(e) (i) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 130 metres above the Hong Kong Principal Datum within the areas shown coloured pink, pink cross-hatched black, pink hatched purple (**"the Pink Hatched Purple Area"**) on Plan la annexed to the Land Grant, the Pink Stippled Blue Area, the Pink Cross-hatched Black Stippled Blue Area,

the Pink Stippled Red Area and the Pink Cross-hatched Black Stippled Red Area, or such other height limits as the Director at his sole discretion may, subject to the payment by the Grantee of any premium and administrative fee as shall be determined by the Director, approve, provided that :-

(I) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods, and similar roof-top structures may be erected or placed on the roof of the building or buildings so as to exceed the above height limits; and

(II) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No.(81)(b)(i)(II) of the Land Grant;

(ii) no building or buildings or structure or structures erected or to be erected within the Pink Triangled Black Rippled Orange Area shall exceed one storey excluding any floor or space below the ground level provided that the Director at his sole discretion may in calculating the number of storeys referred to in Special Condition No.(17)(e) of the Land Grant exclude :-

(I) any floor or space that he is satisfied is constructed or intended to be occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar service; and

(II) any structure or floor space referred to in Special Condition No.(81)(b)(i)(II) of the Land Grant.

For the purposes of these Special Conditions, the decision of the Director as to what constitutes ground level and one storey shall be final and binding on the Grantee;

(f) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected facade length of 60 metres or more; and

(ii) for the purposes of Special Condition No.(17)(f)(i) of the Land Grant :-

(I) the decision of the Director as to what constitutes a building shall be final and binding on the Grantee;

(II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;

(III) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Grantee; and

(IV) in calculating the projected facade length referred to in Special Condition No.(17)(f)(i) of the Land Grant, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Grantee; and

(g) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than the Permitted Works (as defined in Special Condition No.(6)(b) of the Land Grant)) shall be commenced on any of the Sites (as defined in Special Condition No.(1)(i) of the Land Grant) until such approval in respect of that Site shall have been obtained.

14. **Building set back**

Special Condition No.(18)

Save for the Footbridge as referred to in Special Condition No.(50) of the Land Grant, except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the Pink Triangled Black Hatched Purple Area and the Pink Hatched Purple Area (collectively, **"the Building Set Back Area"**) at the ground level or levels or within the air space extending upwards from the ground level or levels of the Building Set Back Area to a height of 15 metres.

15. **Temporary Refuse Collection Point**

Special Condition Nos.(19)(a)(v) and (b)

(a) (v) The Grantee shall at his own expense demolish and remove the Temporary RCP (as defined in Special Condition No.(19)(a)(i) of the Land Grant) upon the delivery of vacant possession of the Government Accommodation in all respects to the satisfaction of the Director of Food and Environmental Hygiene.

(b) There is reserved unto the Government, its officers, agents, contractors, licensees, workmen and other duly authorized personnel, whether with or without tools, equipment, machinery or motor vehicles, free of all costs and charges all necessary rights of unrestricted ingress, egress and regress and at all times to, from and through part or parts of the lot for the purposes of inspecting, constructing, operating, connecting, managing, keeping, repairing and maintaining the Temporary RCP. The Government, its officers, agents, contractors, workmen and any other duly authorized personnel 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 by it or them of the rights conferred under Special Condition No.(19)(b) of the Land Grant, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

16. **Provision of the Government Accommodation**

Special Condition Nos.(20)(a) and (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 to the Land Grant (**"the Technical Schedule"**) and the plans approved under Special Condition No.(21)(a) of the Land Grant, one refuse collection point with a net operational floor area of not less than 120 square meters to be made fit for occupation and operation on or before 30 June 2017 or such other date as may be approved by the Director (which accommodation including lighting fixtures, ventilation plant, extract ductworks and road / floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway/ floor slabs and any other structural elements) 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) is hereinafter referred to as **"the Government Accommodation"**).

(b) The Government by the Land Grant reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation.

17. **Maintenance of the Government Accommodation**

Special Condition No.(28)

(a) Without prejudice to the provisions of Special Condition No.(29) of the Land Grant, the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(29)(a) of the Land Grant, 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 Special Condition No.(28) of the Land Grant only, the expression "Grantee" shall exclude his assigns.

18. **Defects Liability**

Special Condition No.(29)

(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. (as defined in Special Condition No.(26)(a) of the Land Grant) against all claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising 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 to the Government; 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 (**"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. 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 Special Condition No.(29)(b) and (c) of the Land Grant, 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.

(e) For the purpose of Special Condition No.(29) of the Land Grant only, the expression "Grantee" shall exclude his assigns.

19. **Maintenance of external finishes and structure of walls, etc.**

Special Condition No.(31)

(a) The Grantee shall throughout the term agreed to be granted by the Land Grant at his own expense and in all respects to the satisfaction of the Director maintain the following items (**"the Items"**) :-

(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/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, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.

(c) For the purpose of Special Condition No.(31) of the Land Grant only, the expression "Grantee" shall exclude F.S.I.

20. **Construction, operation and maintenance of the Ho Man Tin Station**

Special Condition Nos.(32)(a) and (d)

(a) The Grantee shall at his own expense erect, construct and provide within the lot in all respects to the satisfaction of the Director in accordance with these Conditions a railway station together with such ancillary railway structures, facilities, subways and roads for the operation of the Kwun Tong Line Extension and the Shatin to Central Link respectively (which railway station and ancillary railway structures, facilities, subways and roads are hereinafter collectively referred to as **"the Ho Man Tin Station"**) in respect of which :-

(i) parts thereof for the operation of the Kwun Tong Line Extension have been completed and the Grantee shall operate and maintain such parts in all respects to the satisfaction of the Director in accordance with these Conditions; and

(ii) parts thereof for the operation of the Shatin to Central Link shall be completed and made fit to commence operation by the Grantee on a scale satisfactory to the Director on or before 30 November 2019 or such other date as may be determined by the Director (whose determination shall be final and binding on the Grantee) and the Grantee shall thereafter operate and maintain such parts in all respects to the satisfaction of the Director in accordance with these Conditions.

(d) For the purpose of Special Condition No.(32) of the Land Grant, the reference to "the Grantee" shall mean only the person entering into and executing the Land Grant excluding his assigns and successors save and except the assignee to whom the undivided shares of the SCL Portion being assigned to pursuant to Special Condition No.(35)(a) of the Land Grant.

21. **Resumption of the Ho Man Tin Station for public purpose**

Special Condition No.(36)

(a) The Government shall have full power to resume, re-enter upon and re-take possession of all or any part of the Ho Man Tin Station 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 being given to the Grantee of its being so required, and upon the exercise of this power the term and estate agreed to be created by the Land Grant in respect of the Ho Man Tin Station or any part thereof 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 Ho Man Tin Station, the land or building or part thereof so resumed and the railway structures therein, thereon or thereover and no compensation whatsoever shall be payable in respect of the part of the Ho Man Tin Station so resumed provided that where in the opinion of the Director it is in the public interest for the operation of that part of the railway affected by such resumption to continue the Government shall without charging any premium therefor grant to the Grantee such area of land in such location and at such depths, levels and positions as in the absolute discretion of the Director is considered to be necessary for the continued operation of that part of the railway affected by such resumption and shall bear the cost of demolition and removal of all the railway structures in, on or over the lot resumed and the cost of constructing all necessary replacement railway structures at the absolute discretion of the Director in, on or over the land so granted to the Grantee it being agreed and declared that the aforesaid demolition, removal and construction works shall be carried out by the Grantee to the satisfaction of the Director and that the costs of such demolition, removal and construction works shall be determined by the Director in his absolute discretion whose determination shall be final and binding upon the Grantee.

(b) For the purpose of Special Condition No.(36) of the Land Grant, the expression "Grantee" shall mean only the person entering into and executing the Land Grant and the Government Nominee.

22. **Protection of Kwun Tong Line Extension**

Special Condition No.(39)

(a) Prior to 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 MTR Corporation Limited (**"MTRCL"**) 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 Kwun Tong Line Extension (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 MTRCL to ensure the safety of any railway works, structures, facilities or installations and the operation of the Kwun Tong Line Extension.

(b) The Grantee shall comply with all Ordinances, by-laws and regulations relating to the Kwun Tong Line Extension.

(c) The Grantee shall not interfere in any way with the construction, use and operation of the Kwun Tong Line Extension.

(d) 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 Kwun Tong Line Extension.

(e) The Grantee shall permit the Director, MTRCL 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 Kwun Tong Line Extension. 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 Special Condition No.(39)(e) of the Land Grant and no claim or objection shall be made against him or them by the Grantee.

(f) In the event MTRCL ceases to operate the Kwun Tong Line Extension or any part of the Kwun Tong Line Extension affecting the lot upon the expiry of the franchise (including any extension thereto) granted under Section 4 of the Mass Transit Railway Ordinance or otherwise, any reference to MTRCL in Special Condition No.(39) of the Land Grant shall where appropriate mean the Government, its nominee or a third party designated by the Government.

23. **Protection of Shatin to Central Link**

Special Condition No.(40)

(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 MTRCL or the Government or the Government Nominee, who at such time are constructing or operating the Shatin to Central Link as the case may be, 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 Shatin to Central Link (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 Government or the Government Nominee to ensure the safety of any railway works, structures, facilities or installations and the operation of the Shatin to Central Link.

(b) The Grantee shall comply with all Ordinances, By-laws and Regulations relating to the Shatin to Central Link.

(c) The Grantee shall not interfere in any way with the construction, use and operation of the Shatin to Central Link.

(d) 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 Shatin to Central Link.

(e) The Grantee shall, permit the Director, the Government Nominee 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 Shatin to Central Link. 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 Special Condition No.(40)(e) of the Land Grant and no claim or objection shall be made against him or them by the Grantee.

(f) In the event the Government Nominee ceases to operate the Shatin to Central Link or any part of the Shatin to Central Link affecting the lot, any reference to the Government Nominee in Special Condition No.(40) of the Land Grant shall where appropriate mean the Government, its nominee (save and except the Government Nominee) or a third party designated by the Government.

24. **Access to the Ho Man Tin Station by the Government**

Special Condition No.(41)

(a) The Grantee shall throughout the term agreed to be granted by the Land Grant permit the Government, its officers, servants, agents, contractors, workmen and any other persons authorized by it or them the right of free and unrestricted ingress, egress and regress to, from and through the lot and any buildings or structures erected or to be erected thereon at all reasonable times (upon giving not less than 14 days prior notice except in the case of my emergency) with or without tools, equipment, plant, machinery or motor vehicles for the purposes of inspection of the Ho Man Tin Station or any structures or installations or tunnels or any part thereof.

(b) The Government, its officers, servants, agents, contractors, workmen and any other persons authorized by it or them 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 by it or them of the right of ingress, egress and regress conferred under Special Condition No.(41)(a) of the Land Grant, and no claim or objection shall be made against him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

25. **Access to the Ho Man Tin Station by the public**

Special Condition No.(42)

The Grantee shall throughout the term agreed to be granted by the Land Grant during the operational hours of the Ho Man Tin Station permit members of the public on foot or by wheelchairs for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Ho Man Tin Station.

26. **No external advertisement of the Ho Man Tin Station**

Special Condition No.(43)

The Grantee shall not, without the prior written consent of the Director, erect or permit or suffer to be erected on any external part or parts of the Ho Man Tin Station any advertising sign, hoarding notice board or poster for outdoor advertising purposes and then even with such consent only in accordance with such terms and conditions as the Director may in his absolute discretion require or prescribe save that the prior written consent of the Director shall not be required in case of signs, notices or posters which are erected on any part or parts of the Ho Man Tin Station which pertain directly to the operation of the railway or signs, notices or posters which are erected on the building or buildings or any part or parts thereof erected or to be erected on the lot which are not for advertising purposes.

27. **Recreational facilities**

Special Condition Nos.(45)(a) and (c)

(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (**"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 Special Condition No.(45)(b) of the Land Grant (**"the Exempted Facilities"**) :-

(i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(54)(a)(v) of the Land Grant;

(ii) the Grantee (save and except F.S.I.) 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.

28. **Pedestrian link**

Special Condition No.(49)

(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings, and escalators as the Director in his absolute discretion may require) for the purposes as specified in Special Condition No.(49)(b) of the Land Grant at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.

(b) The segregated pedestrian ways or paths referred to in Special Condition No.(49)(a) of the Land Grant shall follow the shortest possible routes and shall be covered and constructed and designed so as to :-

(i) link up each and every building to be erected within each of Site A and Site B at such locations and levels of the building as the Director shall approve;

(ii) link up all major facilities within each of Site A and Site B including residential blocks, the open space and community facilities provided thereon; and

(iii) link up the Ho Man Tin Station to Site A and Site B respectively.

(c) The Grantee shall throughout the term agreed to be granted by the Land Grant maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and

escalators) required to be provided under Special Condition No.(49) of the Land Grant in good and substantial condition and repair and in all respects to the satisfaction of the Director.

(d) For the purpose of Special Condition No.(49) of the Land Grant, the expression "Grantee" shall exclude F.S.I.

29. **Pedestrian Walkway and the Footbridge**

Special Condition Nos.(50)(a), (b), (d) – (n)

(a) The Grantee acknowledges that as at the date of the Land Grant,

(i) a footbridge is erected at the location marked "FB" on Plan la annexed to the Land Grant (**"the Footbridge"**), and

(ii) segregated pedestrian ways or paths (together with stairs, ramps, lightings and escalators ancillary thereto) for the purposes as specified in Special Condition No.(50)(b) of the Land Grant are constructed within the lot.

(b) The segregated pedestrian ways or paths referred to in Special Condition No.(50)(a) of the Land Grant shall be maintained so as to :-

(i) link up the lot to the Footbridge;

(ii) link up the Footbridge and Chung Hau Street at points "AM" and "AN" shown and marked on Plan la annexed to the Land Grant; and

(iii) link up the Footbridge and the Pedestrian Subway.

Such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) required to be provided under Special Condition No.(50)(a) of the Land Grant are hereinafter collectively referred to as **"the Pedestrian Walkway"**.

(d) The Grantee shall throughout the whole term agreed to be granted by the Land Grant provide and maintain at his own expense the Pedestrian Walkway in good and substantial condition and repair to the satisfaction of the Director.

(e) The Grantee shall throughout the whole term agreed to be granted by the Land Grant :-

(i) keep the pedestrian ways provided under Special Condition No.(50)(b)(i) of the Land Grant open for the use by the public 24 hours a day free of charge without any interruption on foot or by wheelchair;

(ii) keep the pedestrian ways provided under Special Condition No.(50)(b)(ii) of the Land Grant open for the use by the public 24 hours a day free of charge without any interruption on foot or by wheelchair; and

(iii) keep the pedestrian ways provided under Special Condition No.(50)(b)(iii) of the Land Grant open for the use by the public during the operational hours of the Ho Man Tin Station free of charge without any interruption on foot or by wheelchair.

(f) There is reserved unto the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges :-

(i) all necessary rights of occupation of part or parts of the lot and all necessary rights of ingress, egress and regress to and from the lot for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Footbridge and carrying out site investigation and survey as necessary; and

(ii) the right to connect the Footbridge to the Footbridge Connections and Supports (as defined in Special Condition No.(50)(i)(i) of the Land Grant).

(g) When called upon to do so by the Director, the Grantee shall at his or its own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening or area in the building or buildings erected or to be erected on the lot as required or approved by the Director so as to enable the Footbridge or any replacement thereof referred to in Special Condition No.(50)(j) of the Land Grant to be connected thereto. The Grantee shall at all times while such opening or area is temporarily closed maintain the same at his or its own expense to the satisfaction of the Director.

(h) (i) The Pedestrian Walkway shall not be used for any purpose other than for receiving and linking to the Footbridge, and for the passage of all members of the public on foot or by wheelchair for gaining access to and from the Footbridge.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Pedestrian Walkway and the Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii) The Grantee shall not do or permit or suffer to be done in the Pedestrian Walkway and the Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(i) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide and maintain within the lot connections and supports to such specifications and at such points and at such levels as shall be required and approved by the Director for the Footbridge so that pedestrian access can be gained over the Footbridge into and from the Pedestrian Walkway (such connections and supports are hereinafter referred to as **"Footbridge Connections and Supports"**).

(ii) Throughout the term agreed to be granted by the Land Grant there shall be excepted and reserved unto the Government all rights of support and connection of the Footbridge to the Pedestrian Walkway and the Footbridge Connections and Supports.

(j) (i) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge is required to be demolished and new footbridge or footbridges is or are to be constructed, the Grantee shall bear the costs of demolition of the Footbridge or any part or parts thereof incurred by the Government and the costs of reconstruction and completion of such new footbridge or footbridges such costs to be determined by the Director whose determination shall be final and binding upon the Grantee.

(ii) In the event of any redevelopment of the lot or any part thereof whereby the Pedestrian Walkway and the Footbridge Connections and Supports or any parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new pedestrian walkway and new footbridge connections and supports in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(iii) The Government, the Director and his officers, contractors and agents and any persons duly authorized by him with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress to, from and through the lot or any part thereof or any

building or buildings or structure or structures erected or to be erected thereon at all times and free of cost for the purpose of demolition of the Footbridge and constructing a new footbridge or footbridges, and connecting such new footbridge or footbridges to the new pedestrian walkway and new footbridge connections and supports which may be constructed by the Grantee in accordance with Special Condition No.(50)(j)(ii) of the Land Grant and thereafter keeping and maintaining the said new footbridge or footbridges and inspecting the said new pedestrian walkway and new footbridge connections and supports.

(k) The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights conferred under Special Condition Nos.(50)(f) and (j)(iii) of the Land Grant or by reason of the presence of any portion or portions of the Footbridge erected within the lot and no claim for compensation shall be made by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(l) The Grantee shall have no rights, title, ownership, possession or use of the Footbridge.

(m) The Grantee shall, during the subsistence of the Footbridge, take or cause to be taken all proper and adequate care, skill and precautions at all times throughout the term agreed to be granted by the Land Grant and particularly during any construction, maintenance, renewal, repair, removal, demolition or reinstatement works, to avoid doing any damage or causing any disturbance or obstruction to the Footbridge.

(n) The Grantee shall at all times indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against any liabilities, claims, costs, expenses, loss, damages, charges, actions, demands and proceedings of whatsoever nature caused to or in relation to the Footbridge howsoever caused arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, agents, licensees, visitors, workmen or contractors to the Footbridge in respect of or as a consequence of construction, use, operation, maintenance, repair, alteration, demolition, removal and re-construction of any part or parts of the building or buildings erected or to be erected on the lot.

30. **Repair, maintenance and management of Pedestrian Walkway and Footbridge Connections and Supports**

Special Condition Nos.(51)(a) and (g)

(a) The Grantee shall throughout the term agreed to be granted by the Land Grant at his own expense repair, maintain and manage the Pedestrian Walkway and the Footbridge Connections and Supports and any replacement or replacements thereof which may be constructed by the Grantee in accordance with Special Condition Nos.(50)(j)(ii) and (iii) of the Land Grant in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director.

(g) The Grantee indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Pedestrian Walkway and the Footbridge Connections and Supports.

31. **Parking requirements**

Special Condition Nos.(57)(a)(i), (iii) and (iv), (b), (c) and (d)

(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (**"the Residential Parking Spaces"**) at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in Special Condition No.(57)(a)(i) of the Land Grant (unless the Director consents to a rate for or to a number of Residential Parking Spaces different from those set out therein).

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided within the lot to the satisfaction of the Director, at the rates prescribed in Special Condition No.(57)(a)(iii) of the Land Grant or at such other rates as may be approved by the Director but subject to a minimum of two such spaces being provided within the lot.

(iv) The spaces provided under Special Condition Nos.(57)(a)(i) (as may be varied under Special Condition No.(59) of the Land Grant) and (57)(a)(iii) of the Land Grant shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or provision of car cleaning and beauty services.

(b) (i) Out of the spaces provided under Special Condition Nos.(57)(a)(i) (as may be varied under Special Condition No.(59) of the Land Grant) and (57)(a)(iii) of the Land Grant, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as **"the Parking Spaces for the Disabled Persons"**) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under Special Condition No.(57)(a)(iii) of the Land Grant and that the Grantee shall not reserve or designate all of the spaces provided under Special Condition No.(57)(a)(iii) of the Land Grant to become the Parking Spaces for the Disabled Persons.

(ii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as **"the Residential Motor Cycle Parking Spaces"**) at the rate prescribed in Special Condition No.(57)(c)(i) of the Land Grant or at such other rates as may be approved by the Director. If the number

of spaces to be provided under Special Condition No.(57)(c)(i) of the Land Grant is a decimal number, the same shall be rounded up to the next whole number.

(ii) The Residential Motor Cycle Parking Spaces (as may be varied under Special Condition No.(59) of the Land Grant) shall not be used for any purpose other than for the purpose set out in Special Condition No.(57)(c)(i) of the Land Grant and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(d) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under Special Condition No.(57)(a)(i) of the Land Grant (as may be varied under Special Condition No.(59) of the Land Grant) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

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

(iii) Each of the Residential Motor Cycle Parking Spaces (as may be varied under Special Condition No.(59) of the Land Grant) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

32. **Loading and unloading requirements**

Special Condition No.(58)

(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units.

(b) Each of the spaces provided under Special Condition No.(58)(a) of the Land Grant (as may be varied under Special Condition No.(59) of the Land Grant) 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 on the lot.

33. **Restriction on alienation of Residential Parking Spaces and the Residential Motor Cycle Parking Spaces**

Special Condition Nos.(61)(a) and (d)

(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the 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 residential unit or units in the building or buildings erected or to be erected on the lot; or

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

(ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

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

(d) Special Condition Nos.(61)(a) and (b) of the Land Grant shall not apply to the Parking Spaces for the Disabled Persons.

34. **Common Areas**

Special Condition No.(62)

The spaces provided within the lot in accordance with Special Conditions Nos.(57)(a)(iii) and (58)(a) of the Land Grant (as may be varied under Special Condition No.(59) of the Land Grant) and the Parking Spaces for Disabled Persons shall be designated as and form part of the Common Areas.

35. **Deposit of car park layout plan**

Special Condition No.(63)

A plan approved by the Director indicating the layout of the parking, loading and unloading spaces to be provided within the lot in accordance with Special Condition Nos.(57) (as may be varied under Special Condition No.(59) of the Land Grant) and (58) (as may be varied under Special Condition No.(59) of the Land Grant) of the Land Grant, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except the delivery of possession of the Government Accommodation under Special Condition No.(27) of the Land Grant, the assignment of the Government Accommodation under Special Condition No.(26)(a) of the Land Grant, vesting of the HMTS Undivided Shares to F.S.I. as provided under Special Condition No.(33) of the Land Grant, a tenancy agreement or lease or an agreement for a tenancy or lease permitted by Special Condition No.(52)(a)(iii) of the Land Grant and a building mortgage under Special Condition No.(52)(a)(iv) of the Land Grant or such other transactions as the Director may approve) affecting any of the Sites or any part thereof or any building or part of any building erected or to be erected on the Sites shall be entered into prior to such deposit of the plan in respect of the Site to which the transaction relates. The parking, and loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos.(57) and (58) of the Land Grant. The Grantee shall maintain the parking, loading and unloading spaces and other spaces, including but not restricted to the lifts, landings and manoeuvring and circulation areas in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

36. **No hawkers**

Special Condition No.(64)

The Grantee shall not permit or suffer any hawker to carry on business within the lot, and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot shall be displayed prominently by the Grantee near all entrances to the lot. For the purposes of these Conditions, "hawker" shall be as defined in section 2 of the Public Health and Municipal Services Ordinance, any regulations made thereunder and any amending legislation provided that for the purpose of Special Condition No.(64) of the Land Grant the words "in any public place" shall be omitted from paragraph (a) of such definition and shall be substituted by the words "within the lot other than any part thereof permitted to be used for commercial purposes in accordance with these Conditions".

37. **Cutting away**

Special Condition Nos.(66)(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 agreed to be granted by the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(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 the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies provided in the Land Grant 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.

38. **No rock crushing**

Special Condition No.(67)

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

39. **Anchor maintenance**

Special Condition No.(68)

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

40. **Spoil or debris**

Special Condition No.(69)(a)

(a) In the event of earth, spoil, debris, construction waste or building materials (**"the waste"**) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (**"the Government properties"**), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

41. **Damage to Services**

Special Condition No.(70)

The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (**"the Construction and Maintenance 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, the Green Hatched Black Area (as hereinafter defined in Special Condition No.(74)(a) of the Land Grant) or any part or any of them (collectively, **"the Services"**). The Grantee shall prior to carrying out any of the Construction and Maintenance 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 Construction and Maintenance 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 Construction and Maintenance Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and

reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Hatched Black Area (as hereinafter defined in Special Condition No.(74)(a) of the Land Grant) or any part of any of them or any of the Services in any manner arising out of the Construction and Maintenance Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Hatched Black Area (as hereinafter defined in Special Condition No.(74)(a) of the Land Grant) or any part of any of them 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.

42. **Construction of drains and channels and connecting drains and sewers**

Special Condition No.(71)

(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 the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

(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.

43. **Drainage Reserve**

Special Condition No.(72)

(a) (i) Except with the prior written approval of the Director, no building, structure or foundation or support for any building or structure shall be erected or constructed on, over, under, above, below or within the area of the lot shown coloured pink cross-hatched black on Plan Ia annexed to the Land Grant, the Pink Cross-hatched Black Stippled Blue Area and the Pink Cross-hatched Black Stippled Red Area shown and marked "D.R." on Plan Ia annexed to the Land Grant (**"the Drainage Reserve"**).

(ii) Notwithstanding Special Condition No.(72)(a)(i) of the Land Grant, building or buildings may be erected or constructed over or above the Drainage Reserve provided that there is a clear air space extending upwards from the ground level of the Drainage Reserve to a height of not less than 5.1 metres. For the purpose of Special Condition No.(72) of the Land Grant, the decision of the Director as to what constitutes the ground level of the Drainage Reserve shall be final and binding upon the Grantee.

(b) The Director and his duly authorized officers, contractors, his or their workmen (**"the authorized persons"**) with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the lot for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve (**"the Utilities"**) which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or material within the Drainage Reserve which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal demolition and reinstatement works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

(c) Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Government and the authorized persons 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 by the authorized persons of the right of unrestricted ingress, egress and regress and in laying, inspecting, repairing and maintaining the Utilities conferred under Special Condition No.(72)(b) of the Land Grant and no claim shall be made against the Government or the authorized persons by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(d) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director of Drainage Services divert the existing drainage pipe now lying within the Drainage Reserve as shown by the continuous green line on Plan Ia annexed to the Land Grant to a new location as shown by the green dashed Line on Plan Ia annexed to the Land Grant or such other locations as the Director of Drainage Services at his sole discretion may approve (**"the diverted drainage pipe"** and the works carried out for the diversion of the existing drainage pipe are hereinafter referred to as **"the diversion work"**).

(ii) Upon completion of the diversion work,

(I) the Drainage Reserve shall cease to exist;

(II) the area of the lot measuring 3 metres from both external sides of the diverted drainage pipe shall be designated as the new Drainage Reserve (**"the New Drainage Reserve"**); and

(III) the provisions contained in Special Condition Nos.(72)(a) to (c) of the Land Grant shall apply to the New Drainage Reserve and obligations on the part of the Grantee under these Conditions in respect of the existing drainage pipe hereinbefore mentioned and the Drainage Reserve shall cease and determine.

(iii) Prior to the commencement of the diversion work, the Grantee shall obtain the prior written approval of the Director of Drainage Services and shall take all necessary precautionary measures to ensure that the diversion work will not affect the operation of the existing drainage system within the Drainage Reserve.

44. **Protection of Waterworks Reserve and waterworks installations**

Special Condition No.(73)

(a) The Grantee acknowledges and accepts that the existing fresh water mains shown and marked by continuous blue lines on Plan Ia annexed to the Land Grant (the existing fresh water mains are hereinafter referred to as **"the existing watermains"**) are affected by the development of the lot. No works which requires resiting of the existing watermains shall be allowed without obtaining prior written approval from the Director of Water Supplies. The cost of any necessary diversion to the existing watermains affected within the lot shall be borne by the Grantee. Such cost shall be determined by the Government which determination shall be final and binding on the Grantee.

(b) The Grantee shall submit details of site formation works to the Director of Water Supplies for approval prior to commencement of works.

(c) Except with the prior written approval of the Director of Water Supplies, no structures shall be built or materials or containers shall be stored within the areas of the lot shown in blue double pecked lines and marked "WWR" on Plan Ia annexed to the Land Grant (collectively, **"the Waterworks Reserve"**).

(d) No planting or obstruction of any kind except turfing shall be permitted within an area of 1.5 metres around the cover of any valve or within a distance of 1 metre from any hydrant outlet within the Waterworks Reserve.

(e) No trees or shrubs with penetrating roots may be planted within the Waterworks Reserve. No change of existing site condition may be undertaken within the Waterworks Reserve without the prior approval of the Director of Water Supplies. Rigid root barriers may be required if the clear distance between the proposed tree and the pipe is 2.5 metres or less, and the barrier must extend below the invert level of the pipe.

(f) Tree planting may be prohibited in the event that the Director of Water Supplies considers that there is any likelihood of damage being caused to water mains.

(g) Throughout the term agreed to be granted by the Land Grant, the Government and the Director of Water Supplies and his officers and contractors, his or their workmen with or without tools, equipment, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress and at all times to, from and through the lot or any part thereof for the purpose of inspecting, operating, maintaining, repairing and renewing the existing watermains and carrying out the construction of the proposed watermains works. Details of the mains record plans showing the alignment of the watermains and waterworks installations in the vicinity can be obtained from the Director of Water Supplies upon written request. The Government, the Director of Water Supplies and his officers and contractors, his or their workmen 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 by him or them the right of ingress, egress and regress conferred under Special Condition No.(73)(g) of the Land Grant, and no claim shall be made against him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

45. **Green Hatched Black Area**

Special Condition No.(74)

(a) The Grantee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on Plan Ia annexed to the Land Grant (**"the Green Hatched Black Area"**) as the Director in his absolute discretion may require and shall, at all times during the term agreed to be granted by the Land Grant, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term agreed to be granted by the Land Grant, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Grantee), have also been affected. The Grantee shall indemnify and keep indemnified the Government, its agents and contractors against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever incurred by reason of such landslip, subsidence or falling away. The Grantee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Grantee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Grantee shall on demand repay to the Government the cost thereof.

(b) Notwithstanding Special Condition No.(74)(a) of the Land Grant, the obligations and rights of the Grantee in respect of the Green Hatched Black Area or any part thereof under Special Condition No.(74) of the Land Grant shall absolutely determine upon the Government giving to the Grantee notice to that effect, and no claim whatsoever shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of Special Condition No.(74)(a) of the Land Grant.

(c) For the purpose of Special Condition No.(74) of the Land Grant, the reference to "Grantee" shall mean only the person entering into and executing the Land Grant excluding his assigns and successors save and except the assignee to whom the undivided shares of the SCL Portion being assigned to pursuant to Special Condition No.(35)(a) of the Land Grant.

46. **Street furniture within the lot**

Special Condition No.(75)

(a) The Grantee acknowledges that as at the date of the Land Grant, there is existing street furniture within the Non-building Area (as defined in Special Condition No.(76)(a) of the Land Grant) and the Building Set Back Area being managed and maintained by the Commissioner for Transport or the Director of Highways including but not limited to barriers, railings, public lighting, bollards, traffic signs, direction signs, traffic signals, counter housing, draw pits and street name plates (**"Street Furniture"**).

(b) The Grantee shall at all reasonable times permit the Director, his officers, contractors and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress to, from and through the lot or any part or parts thereof and any services provided and installed thereon for the purpose of carrying out any works in relation to the inspection, operation, management, maintenance, repairing, renewing, replacement, alteration and addition of the Street Furniture.

(c) The Government, the Director, the Commissioner for Transport, the Director of Highways, its or their officers, agents, contractors or workmen and other authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights by the Government, the Director, the Commissioner for Transport, the Director of Highways, its or their officers, agents, contractors or workmen or any other persons duly authorized under Special Condition No.(75)(b) of the Land Grant and no claim shall be made against it, him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the carrying out, performance or fulfilment of his obligations under Special Condition No.(75)(b) of the Land Grant.

47. **Non-building area**

Special Condition No.(76)

(a) Except with the prior written consent of the Commissioner for Transport, no building or structure or support for any building or structure shall be erected or constructed on or above the ground level of the portion of the lot as shown coloured pink triangled black hatched brown on Plan Ia annexed to the Land Grant (such portion of the lot is hereinafter referred to as **"the Non-building Area"**) up to a height of 5.1 metres above the ground level of the Non-building Area.

(b) For the purpose of Special Condition No.(76) of the Land Grant, the decision of the Director as to what constitutes the ground level of the Non-building Area is final and binding upon the Grantee.

48. **Noise Impact Assessment**

Special Condition No.(77)

(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval :-

(i) a noise impact assessment (**"the NIA"**) on the development of the Site A (excluding the Government Accommodation as defined in Special Condition No.(20)(a) of the Land Grant and the Ho Man Tin Station as defined in Special Condition No.(32)(a) of the Land Grant) within six calendar months from the date of the Land Grant or on such other date as may be determined by the Director; and

(ii) a NIA on the development of Site B (excluding the Government Accommodation as defined in Special Condition No.(20)(a) of the Land Grant) within six calendar months from the Due Date or on such other date as may be determined by the Director.

The respective NIA referred to in Special Condition Nos.(77)(a)(i) and (ii) of the Land Grant shall identify all adverse noise impacts on the development of Site A (excluding the Government Accommodation as defined in Special Condition No.(20)(a) of the Land Grant and the Ho Man Tin Station as defined in Special Condition No.(32)(a) of the Land Grant) and Site B respectively (excluding the Government Accommodation as defined in Special Condition No.(20)(a) of the Land Grant) and contain proposals for appropriate noise mitigation measures (**"Noise Mitigation Measures"**).

(b) The Grantee shall at his own expense and within such time limits as shall be stipulated by the Director carry out and implement the Noise Mitigation Measures as proposed in the respective NIA referred to in Special Condition Nos.(77)(a)(i) and (ii) of the Land Grant and approved by the Director (**"the Approved Noise Mitigation Measures"**) in all respects to the satisfaction of the Director.

(c) No building works (other than the Permitted Works as referred to in Special Condition No.(6)(b) of the Land Grant and the works of the Ho Man Tin Station as referred to in Special Condition No.(32)(a) of the Land Grant and the diversion work as referred to in Special Condition No.(72)(d)(i) of the Land Grant respectively) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.

49. **Noise Barrier**

Special Condition Nos.(78)(a) - (f), (h) - (k) and (m)

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

(a) the Grantee shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;

(b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;

(c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;

(d) the Grantee shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director. If temporary traffic closure or diversion shall be required for carrying out any works under Special Condition No.(78)(d) of the Land Grant, written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;

(e) the Noise Barrier shall not be used for any purpose other than noise barrier. Except with the prior written consent of the Director, the Grantee shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever;

(f) subject to the prior written approval of the Director, the Grantee and his contractors, workmen or any other persons authorized by him shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying

out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part or parts of the Noise Barrier projecting over the Government land in accordance with Special Condition No.(78) of the Land Grant;

(h) the Grantee shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, repair, maintenance, alteration, use, demolition or removal of the Noise Barrier;

(i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Grantee a written notice requiring the Grantee to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within 6 calendar months from the date of the written notice. Upon receipt of such written notice, the Grantee shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;

(j) in the event of the non-fulfillment of any of the Grantee's obligations under Special Condition No.(78) of the Land Grant, the Director may carry out the necessary works and the Grantee shall pay to the Director on demand the cost of such works;

(k) the Grantee shall at all times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with Special Condition Nos.(78)(a), (d) and (i) of the Land Grant and carrying out any works in accordance with Special Condition No.(78)(j) of the Land Grant or any other works which the Director may consider necessary;

(m) the Grantee shall at all times indemnify and keep indemnified the Government, the Director, its officers and workmen from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, repair, maintenance, alteration, use, demolition or removal of the Noise Barrier or in connection with the works under Special Condition No.(78)(j) of the Land Grant.

50. **No grave or columbarium permitted**

Special Condition No.(79)

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

Notes:

1. Pursuant to a letter dated 19 October 2020 issued by the Railway Development Section, Lands Department and registered at the Land Registry by Memorial No.20113001010312 ("the BC Extension Letter"), the time limit for the completion of Site B of the lot (on which the Phase is situated) and making it fit for occupation by the Grantee under the Land Grant has been extended from 12 March 2025 to 12 September 2025.
2. Please refer to the Land Grant and the BC Extension Letter for full details of this section. Full scripts of the Land Grant and the BC Extension Letter are available for free inspection upon request at the sales office during opening hours and copies of the Land Grant and the BC Extension Letter can be obtained upon paying necessary photocopying charges.

1. 本「期數」位於九龍內地段第11264號地盤B(**「該地段」**)。

2. 「該地段」是根據2017年2月27日訂立的《換地規約》第20296號並其後以兩份日期分別為2019年9月6日和2022年5月23日並在土地註冊處登記(註冊摘要編號為19091601800083號及22053000830024號)之《批地條款修訂書》(統稱**「批地文件」**)更改或修訂而向「政府」承批，批租年期為2017年2月27日開始至2067年2月26日屆滿，為期50年。

3. **用途**

   特別條款第(14)條

   (a) 受限於此等「批地條款」(定義以「批地文件」一般條款第12(b)條所訂為準)及特別受限於「批地文件」特別條款第32(b)條之規定，「該地段」或其任何部分或已建或擬建於「該地段」的任何建築物或任何建築物部分除用作非工業用途外(不包括貨倉、酒店及加油站)，不可用作任何其他用途。

   (b) 在毋損「批地文件」特別條款第14(a)條之一般規定，「該地段」或其任何部分或已建或擬建於「該地段」的任何建築物或任何建築物部分除遵照此等「批地條款」作「經批准的建築圖則」(定義以「批地文件」特別條款第(12)(b)(i)條所訂為準)及「經批准的園景設計總圖」(定義以「批地文件」特別條款第(16)(c)條所訂為準)設計、構造和原擬的用途外，不可用作任何其他用途。

   特別條款第(32)(b)條

   「承批人」(定義以「批地文件」一般條款第(12)(a)條所訂為準)不得使用或准許或容許其他人使用何文田站(定義以「批地文件」特別條款第(32)(a)條所訂為準)或其任何部份用作除了鐵路及附屬於鐵路的興建、使用、營運及管理(為免生疑，不包括員工居所)的用途，以及**「署長」**按其認為合適而施加條件及條款(包括支付地價)而以書面形式所批准的其他目的以外的目的。

4. **「承批人」彌償**

   一般條款第4條

   如因「承批人」違反此等「批地條款」又或毗連或毗鄰土地或「該地段」受損或出現泥土或地下水污染，而地政總署署長認為(以下簡稱「署長」，其意見為最終決定並對「承批人」具約束效力)有關損害或泥土或地下水污染，是因「承批人」使用「該地段」或建於該處任何發展項目或重建項目或其任何部分，又或「承批人」在「該地段」進行任何活動或執行任何其他工程所致，則不論「承批人」使用「該地段」、發展或重建、進行活動或執行工程是否遵從或違反此等「批地條款」，「承批人」現承諾就任何由此招致或產生的所有訴訟、法律程序、責任、索求、費用、開支、損失(不論屬經濟或其他性質)及索償須向「政府」作出彌償，並且保持令其獲得彌償。

5. **維修**

   一般條款第6條

   (a) 「承批人」應在整個批租期內遵照此等「批地條款」進行建造或重建工程(本詞指「批地文件」一般條款第6(b)條所述預期進行的重建工程)：-

      (i) 依照經批准的設計、規劃和任何經批准的建築圖則(不得作出任何更改或修改)維修所有建築物；及

      (ii) 維修現已或此後將會按照此等「批地條款」或日後任何合約修訂條文建造的所有建築物，使其狀況良好及修繕妥當，以及在批租期屆滿或提前終止時以同等的修繕狀況交還此等建築物。

   (b) 如在批租期任何時期內拆卸「該地段」或其任何部分的任何現有建築物，「承批人」必須另建完好穩固的一座或多座同類型建築物而樓面總面積不少於現有建築物或有關類型和價值經「署長」批准的一座或多座建築物作替代。倘如上所述拆卸建築物，「承批人」應在拆卸前一(1)個曆月內向「署長」取得同意在「該地段」進行重建工程。「承批人」接獲同意書後，必須在三(3)個曆月內展開必要的重建工程，並在「署長」指定的期限內以「署長」滿意的方式完成重建。

6. **私家街、私家路及後巷**

   一般條款第8條

   此等「批地條款」訂明拓建的任何私家街、私家路及後巷，選址必須令「署長」滿意，並按照「署長」決定納入或不涵蓋於本文協定批租的「該地段」範圍。無論屬於任何情況，此等私家街、私家路及後巷必須在「政府」規定時免費交還「政府」。如向「政府」交還上述私家街、私家路及後巷，「政府」將進行該處的路面、路緣石、排水渠(包括污水及雨水渠)、渠道及路燈的建設工程，費用則由「承批人」支付，其後則以公帑維修。如上述私家街、私家路及後巷仍屬於本文協定批租的「該地段」一部分，「承批人」須自費在該處提供照明、路面、路緣石、排水渠、渠道及進行維修工程，以全面令「署長」滿意。「署長」可基於公眾人士利益按需要在該處執行或達致執行路燈安裝和維修工程，「承批人」須承擔路燈安裝工程的資本開支，並且允許工人和車輛自由進出通行該批租地段範圍，以便安裝及維修路燈。

7. **就現存構築物向「政府」作出彌償**

   特別條款第(3)條

   「承批人」確認在前述《換地規約》訂立日，舊地段(「批地文件」第二附表載述並於「批地文件」夾附的「圖則II」以藍色及藍色加黑點顯示)上有某些現存建築物、構築物及地基。倘若因上述建築物、構築物及地基的存在、使用和其後拆卸令「承批人」招致或蒙受任何損害、滋擾或騷擾，「政府」概不承擔任何責任或義務。「承批人」須就上述建築物、構築物及地基的存在、使用和其後拆卸直接或間接引起或招致的所有責任、索償、損失、費用、索求、訴訟或其他法律程序向「政府」彌償，並且保持令其獲得彌償。

8. **「隧道專用區」**

   特別條款第(9)(a)、(b)、(d)、(e)及(g)條

   (a) 「政府」現獲例外保留現存行人隧道(**「行人隧道」**)，其位於「批地文件」夾附的「圖則Ia」以粉紅色加藍點顯示(**「粉紅色加藍點範圍」**)及以粉紅色間黑交叉斜線加藍點顯示(**「粉紅色間黑交叉斜線加藍點範圍」**)並註明為「隧道專用區」的範圍內，界乎下列「批地文件」夾附圖則所示水平之間的土地地層：-

      (I) 圖則 1001/Z/310/OAP/C10/101 (Rev. A)；
      (II) 圖則 1001/Z/310/OAP/C10/102 (Rev. A)；
      (III) 圖則 1001/Z/310/OAP/C10/121 (Rev. A)；

(IV) 圖則 1001/Z/310/OAP/C10/122 (Rev. A)；
(V) 圖則 1001/Z/310/OAP/C10/161 (Rev. B)；
(VI) 圖則 1001/Z/310/OAP/C10/162 (Rev. A)；
(VII) 圖則 1001/Z/310/OAP/C10/401 (Rev. A)；
(VIII) 圖則 1001/Z/310/OAP/C10/402 (Rev. A)；
(IX) 圖則 1001/Z/310/OAP/C10/421 (Rev. A)；
(X) 圖則 1001/Z/310/OAP/C10/422 (Rev. A)；
(XI) 圖則 1001/Z/310/OAP/C10/461 (Rev. B)；及
(XII) 圖則 1001/Z/310/OAP/C10/462 (Rev. A)

(「批地文件」特別條款第(9)(a)條例外保留的土地地層以下簡稱**「隧道專用區」**)，並且連同所有必要權利佔用因應「行人隧道」而擬按照「署長」全權酌情指定的位置、方式、物料及標準、樓層、走線和設計，於「該地段」建造、安裝和提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器或現已或將會在「該地段」建造的一座或多座建築物。

(b) 「承批人」並無「隧道專用區」的權利、業權、所有權、管有權或使用權。

(d) 如事前未獲「署長」書面批准，不可在「隧道專用區」興建或建造任何建築物、構築物、建築物或構築物的支承結構，而「署長」可全權酌情拒絕批准或就給予批准而制訂任何條款與條件。

(e) 在「批地文件」同意批出的整個年期內，「政府」、其人員、代理、承辦商及工人或經其正式授權的人員以免費形式獲例外保留以下權利：

(i) 有權從「行人隧道」及「隧道專用區」之內或其上已建或擬建建築物、構築物及其支承結構和連接段獲得支撐及連接到該處；

(ii) 有權不論攜帶工具、設備、機器、機械或駕車與否而進入「該地段」，以便運作、管理、保養、接駁、建造、檢查、維修、修理和更新「行人隧道」及支撐或從屬於「行人隧道」的構築物及裝置；

(iii) 有權行使所有必要地役權及通行權通行「該地段」和「該地段」任何已建或擬建建築物或構築物，以便往返「隧道專用區」及其任何一個或多個部分以及支撐或從屬於「隧道專用區」的構築物及裝置；及

(iv) 有權透過現已或將會在「該地段」或該處任何已建或擬建建築物、構築物、架建物或其任何一個或多個部分沿線、穿越、跨過、之上、之下、其內或貫越該處鋪設的任何溝渠、水管、電線、電纜、污水渠、排水渠、導管、排煙管、管道及水道和其他導體而獲得引入及引出「隧道專用區」及其任何一個或多個部分的氣體、電力、水、排水或其他污水排放、鮮風、電話線及其他服務供應。

(g) 在「行人隧道」存續期間，「承批人」應允許公眾人士於何文田車站運作時間自由和免費地步行或乘坐輪椅通行及再通行、行經及往返「行人隧道」，藉此進出「該地段」，以作所有合法用途。

9. **「沙中綫專用區」**

特別條款第(10)條

(a) 「政府」現獲例外保留：-

(i) 位於「粉紅色加紅點範圍」(定義以「批地文件」特別條款第(8)(a)(ii)(II)條所訂為準)及「粉紅色間黑交叉斜線加紅點範圍」(定義以「批地文件」特別條款第(8)(a)(ii)(III)條所訂為準)內，界乎香港主水平基準以下12.0米至香港主水平基準以下3.0米的土地地層；及

(ii) 位於「粉紅色加黑三角加橙點範圍」(定義以「批地文件」特別條款第(8)(a)(ii)(I)條所訂為準)內，界乎香港主水平基準以下11.0米至香港主水平基準以下1.0米的土地地層；

(統稱**「沙中綫專用區」**)以便建造、運作和維修沙田至中環線，而「承批人」對「沙中綫專用區」並無擁有、管有或使用權利或業權(除非此等「批地條款」另有訂明)，亦無權就「沙中綫專用區」申索任何賠償或提出索償。

(b) 「政府」或「政府指定人士」(定義以「批地文件」特別條款第(35)(a)條所訂為準)、其代理、受許可人及其授權的其他人等現獲例外保留專有權利和自由，可於「批地文件」同意批出的整個年期內，在其視為恰當的「沙中綫專用區」之內、其上或其下水平及深度建造、運作和維修「沙田至中環線」(定義以「批地文件」特別條款第(1)(e)條所訂為準)。「沙田至中環線」建成後可供「政府」或「政府指定人士」視為恰當的人士或人等、車輛於指定時間以指定的方式使用。

(c) 「承批人」應信納現已或將會建於「沙中綫專用區」內的「沙田至中環線」之覆蓋範圍。如因建造、維修「沙田至中環線」或其存在或運作導致或引致「該地段」或「承批人」蒙受任何損害、滋擾、騷擾、損失或不利影響，「承批人」不可向「政府」、「政府指定人士」或其任何人員、代理、承租人、租戶或獲授權人等索償。

10. **建築契諾**

特別條款第(13)條

(a) 「承批人」須發展「該地段」，即全面遵照此等「批地條款」和現正或可能於任何時間在香港生效與建築、衛生及規劃有關的所有條例、附例和規例，在該處建造一座或多座建築物。

(b) 現已或將會建於「地盤A」(定義以「批地文件」特別條款第(1)(f)條所訂為準)的一座或多座建築物或其任何一個或多個部分(「批地文件」特別條款第(20)(a)條所載的「政府樓宇」及何文田站除外)須在2023年12月31日或之前建成並使其適宜佔用。

(c) 現已或將會建於「地盤B」(定義以「批地文件」特別條款第(1)(g)條所訂為準)的一座或多座建築物或其任何一個或多個部分(「政府樓宇」除外)須在2024年6月30日或「到期日」(定義以「批地文件」特別條款第(1)(a)條所訂為準)後七十五(75)個曆月(二者取其較遲)或之前建成並使其適宜佔用。

11. **保護樹木**

特別條款第(15)條

如事前未獲「署長」書面同意，而「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條款，不可移除或干預任何現於「該地段」或毗連土地生長的樹木。

12. **園景美化**

特別條款第(16)(a)(i)、(b)(i)、(ii)、(iii)及(iv)、(c)、(d)、(e)及(f)條

(a) (i) 「承批人」須自費向「署長」提交園景設計總圖，列明擬遵照「批地文件」特別條款第(16)(b)條規定在「該地段」內提供各園景工程的位置、規劃和布局，以供「署長」批核。直至園景設計總圖獲「署長」書面批准，以及關於「批地文件」特別條款第(15)條所訂保護樹木的園景美化計劃書亦獲得「署長」同意(如需要)，否則不得在「該地段」或其任何部分展開任何地盤平整工程。

(b) (i) 園景設計總圖比例應為1:500或更大，並須列明園景美化計劃書的資料，包括現有樹木普查及處理方案、地盤布局圖及平整面標高、建造發展概念模式、園景建築工程區及花卉樹木種植工程區圖解布局和「署長」指定的其他資料。

(ii) 受限於「批地文件」特別條款第(16)(f)條之規定，「該地段」須有不少於30%面積種植樹木、灌叢或其他植物。

(iii) 「批地文件」特別條款第(16)(b)(ii)條所載的30%面積當中，須有不少於50%(以下簡稱「**綠化區**」)必須設於「署長」全權酌情指定的位置或樓層，以確保「綠化區」在行人視線之內或可供進入「該地段」的任何人士或人等通行。

(iv) 「署長」就「承批人」所建議園景工程是否如「批地文件」特別條款第(16)(b)(ii)條所載佔「該地段」30%面積所作的決定為最終決定，並對「承批人」有約束力。

(c) 「承批人」應按照經批准的園景設計總圖(以下簡稱「**經批准的園景設計總圖**」)，自費以「署長」全面滿意的方式在「該地段」進行園景工程，如事前未獲「署長」書面同意，不得對「經批准的園景設計總圖」作出任何修改、更改、改動、改變或取代。

(d) 「承批人」其後須自費保養和維修園景工程，以維持其安全、整潔、整齊、井然及健康，並讓「署長」完全滿意。

(e) 除構成何文田站(定義以「批地文件」特別條款第(32)(a)條所訂為準)一部分的一個或多個地方外，根據「批地文件」特別條款第(16)(e)條進行園景工程的一個或多個地方，一律指定為並且構成「批地文件」特別條款第(54)(a)(v)條所載的「公用地方」一部份。

(f) 就「批地文件」特別條款第(16)(f)條而言，根據「批地文件」特別條款第(16)(b)(ii)條規定計算「該地段」面積時，位於「批地文件」夾附的「圖則Ia」以粉紅色加黑點顯示(「**粉紅色加黑點範圍**」)的「該地段」範圍內之土地地層面積不會計算在內。

13. **發展條款**

特別條款第(17)(a)、(d)、(e)、(f)及(g)條

受限於此等「批地條款」的規定，如「該地段」或其任何部分發展或重建(本詞純粹指「批地文件」一般條款第6條預期進行的重建工程)：-

(a) 「承批人」只可在「該地段」興建、建造、提供和維修下列樓宇及設施：-

(i) 依照「批地文件」特別條款第(32)條在「地盤A」興建、建造、提供和維修何文田站；

(ii) 依照「批地文件」特別條款第(20)條興建、建造、提供和維修「政府樓宇」；

(iii) 在「地盤A」興建、建造、提供和維修整體樓面總面積不少於41,400平方米但不超過69,000平方米的樓宇及設施，以作私人住宅用途，惟不包括「批地文件」夾附的「圖則Ia」以粉紅色加黑三角、粉紅色加黑三角間啡斜線、粉紅色加黑波紋、粉紅色加黑三角加橙波紋所顯示(「**粉紅色加黑三角加橙波紋範圍**」)和以粉紅色加黑三角間紫斜線所顯示(「**粉紅色加黑三角間紫斜線範圍**」)的「地盤A」內地方、「粉紅色加黑點範圍」及「粉紅色加黑三角加橙點範圍」；及

(iv) 在「地盤B」內興建、建造、提供和維修整體樓面總面積不少於35,640平方米但不超過59,400平方米的樓宇及設施，以作私人住宅用途；及

(d) 「該地段」任何已建或擬建一座或多座建築物的整體樓面總面積應不少於77,040平方米但不超過128,400平方米；

(e) (i) 「該地段」任何已建或擬建建築物或其他構築物的任何部分連同相關建築物或構築物的加建物或配件(如有)的總高度，不可超出「批地文件」夾附的「圖則Ia」以粉紅色、粉紅色間黑交叉斜線、粉紅色間紫斜線所顯示的地方(「**粉紅色間紫斜線範圍**」)、「粉紅色加藍點範圍」、「粉紅色間黑交叉斜線加藍點範圍」、「粉紅色加紅點範圍」及「粉紅色間黑交叉斜線加紅點範圍」之香港主水平基準130米，又或「署長」在「承批人」支付其指定的任何地價和行政費用後全權酌情批准的其他高度上限。然而：-

(I) 在一座或多座建築物天台興建或放置超出上述高度上限的機房、冷氣機、水箱、梯屋及同類屋頂構築物，事前必須獲「署長」書面批准；及

(II) 「署長」可全權酌情在計算建築物或構築物高度時不計入「批地文件」特別條款第(81)(b)(i)(II)條所載的任何構築物或樓面面積；

(ii) 「粉紅色加黑三角加橙波紋範圍」內已建或擬建的一座或多座建築物或構築物不可超過一(1)層，但不包括地面水平以下的任何樓層或空間，而「署長」可全權酌情於計算「批地文件」特別條款第(17)(e)條所載的樓層時不計入：-

(I) 其信納是純粹為着或擬為擺放任何升降機、空調或暖氣系統或同類服務的機器或設備而建造的任何樓層或空間；及

(II) 「批地文件」特別條款第(81)(b)(i)(II)條所載的任何構築物或樓層空間。

就此等「特別條款」而言，「署長」就何謂地面水平及一(1)層所作的決定為最終決定並對「承批人」有約束力。

(f) (i) 除非事前獲「署長」書面批准，否則「該地段」任何已建或擬建建築物或一組建築物的面牆伸展長度不可達至60米或以上；及

(ii) 就「批地文件」特別條款第(17)(f)(i)條而言：-

(I) 「署長」就何謂建築物所作的決定為最終決定並對「承批人」有約束力；

(II) 如「該地段」任何已建或擬建的兩座建築物之間的最短水平距離少於15米，則該兩座或以上的建築物即被視作一組建築物；

(III) 「署長」就何謂「該地段」任何已建或擬建建築物或一組建築物面牆伸展長度所作的決定為最終決定並對「承批人」有約束力；及

(IV) 計算「批地文件」特別條款第(17)(f)(i)條所載的面牆伸展長度時，將會計入兩座建築物之間的空隙。「署長」就計算方法所作的決定為最終決定並對「承批人」有約束力；及

(g) 「該地段」任何已建或擬建的一座或多座建築物的設計和布局，必須提交「署長」書面批准，直至「署長」正式批准「地盤」動工，任何「地盤」(定義以「批地文件」特別條款第(1)(i)條所訂為準)均不可動工進行任何建築工程(「核准工程」(定義以「批地文件」特別條款第(6)(b)條所訂為準)除外)。

14. **建築物後移**

特別條款第(18)條

除「批地文件」特別條款第(50)條所載的「行人天橋」外，如事前未獲「署長」書面同意並且符合其制訂的任何條款，包括繳付其指定的任何行政費用和地價，在「粉紅色加黑三角間紫斜線範圍」及「粉紅色間紫斜線範圍」(統稱**「建築物後移範圍」**)地面水平或「建築物後移範圍」地面水平對上15米的空域內，不可興建或建造任何建築物、構築物、一座或多座建築物或構築物的支承件或伸展物。

15. **臨時垃圾站**

特別條款第(19)(a)(v)及(b)條

(a) (v) 「政府樓宇」以食物環境衛生署署長全面滿意的方式騰空交付管有權後，「承批人」應自費拆卸及拆除「臨時垃圾站」(定義以「批地文件」特別條款第(19)(a)(i)條所訂為準)。

(b) 「政府」及其人員、代理、承辦商、受許可人、工人及其他正式獲授權人員現獲保留所有不受限制的必要權利，可隨時不論攜帶工具、設備、機器或駕車與否，免費地進出、通行、往返及行經「該地段」一個或多個部分，以便檢查、建造、運作、接駁、管理、保養、修理和維修「臨時垃圾站」。倘若因「政府」及其人員、代理、承辦商、工人及任何其他正式獲授權人員行使「批地文件」特別條款第(19)(b)條賦予的權利而令「承批人」蒙受或連帶招致任何損失、損害、滋擾或騷擾，「政府」及其人員、代理、承辦商、受許可人、工人及其他正式獲授權人員毋須承擔責任，「承批人」不可就此等損失、損害、滋擾或騷擾向彼等任何一方索償。

16. **提供「政府樓宇」**

特別條款第(20)(a)及(b)條

(a) 「承批人」須自費並以「署長」全面滿意的方式，以良好工藝並依照「批地文件」夾附的《工程規格附表》(以下簡稱**「工程規格附表」**)和根據「批地文件」特別條款第(21)(a)條批准的圖則，在「該地段」內興建、建造和提供一(1)個垃圾收集站，其淨作業樓面面積不少於120平方米，並在2017年6月30日或「署長」批准的其他日期或之前建成和使其適宜佔用及運作(該樓宇包括固定照明裝置、通風裝置、排氣管道及道路/樓面，但不包括升降機、自動扶手梯、樓梯、機器、設備及「署長」依照此等「批地條款」許可的其他非該處專用設施、牆、柱、樑、天花、天台樓板、行車道/地台樓板及任何其他結構件)，連同「署長」絕對酌情決定(「署長」的決定為最終決定並對「承批人」有約束力)的任何其他該處專用的地方、設施、服務及裝置，以下統稱**「政府樓宇」**)。

(b) 「政府」現根據「批地文件」保留權利，可隨時全權酌情更改或改變「政府樓宇」的用途。

17. **維修「政府樓宇」**

特別條款第(28)條

(a) 在毋損「批地文件」特別條款第(29)條之規定，「承批人」時刻均須自費以「署長」全面滿意的方式保養「政府樓宇」及其屋宇裝備裝置，以保持其狀況良好，直至「批地文件」特別條款第(29)(a)條所載的「保修期」屆滿為止。

(b) 僅限於「批地文件」特別條款第(28)條，「承批人」的定義不包括其受讓人。

18. **保修責任**

特別條款第(29)條

(a) 「政府樓宇」及該處各屋宇裝備裝置倘若在下述情況呈現任何缺點、失修、不善、故障、失靈或任何其他尚未完成工程(不論是否關乎工藝、物料、設計等)，以致引起或招致任何索償、費用、需索、收費、損害、訴訟及法律程序，「承批人」須向「政府」及「財政司司長法團」(定義以「批地文件」特別條款第(26)(a)條所訂為準)作出彌償，並且保持令其獲得彌償：-

(i) 於「承批人」向「政府」交付「政府樓宇」佔管權當日已存在者；及

(ii) 「承批人」交付「政府樓宇」佔管權當日後365日內(以下簡稱**「保修期」**)出現或呈現者。

(b) 只要「署長」或「財政司司長法團」或兩者規定，「承批人」便須自費按「署長」或「財政司司長法團」指定的期限、標準和方式執行所有必要的維修、修理、更改、重建、補救及任何其他工程，以補救和糾正「政府樓宇」及該處各屋宇裝備裝置於任何「保修期」內出現或呈現的缺點、失修、不善、故障、失靈或任何其他尚未完成工程，「承批人」除須遵從前文的規定外，並須自費按「署長」或「財政司司長法團」或兩者指定的期限、標準及方式修復和糾正在「承批人」交付「政府樓宇」及該處各屋宇裝備裝置管有權當日已存在的任何缺點、失修、不善、故障、失靈或任何其他尚未完成工程。

(c) 「保修期」即將屆滿時，「署長」或「財政司司長法團」或兩者將安排檢驗「政府樓宇」及該處各屋宇裝備裝置，以查找任何明顯的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「署長」及「財政司司長法團」各自保留權利於「保修期」屆滿後十四(14)日內向「承批人」發出一份或多份「建築瑕疵細目表」，列明「政府樓宇」及該處各屋宇裝備裝置的明顯缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「承批人」須自費安排執行所有必要工程，以在「署長」或「財政司司長法團」或兩者指定的期限內以其指定的標準和方式補救及糾正此等缺失。

(d) 如「承批人」不執行「批地文件」特別條款第(29)(b)及(c)條所訂的任何工程，「政府」或「財政司司長法團」或兩者可自行施工。「承批人」須在接獲通知後支付經「署長」核證(其決定為最終決定並對「承批人」有約束力)為「政府」或「財政司司長法團」或兩者因此招致的所有相關費用及收費，另加相等於費用及收費總額百分之二十(20%)的行政費用。

(e) 僅就「批地文件」特別條款第(29)條而言，「承批人」之定義不包括其受讓人。

19. **維修外部飾面及牆結構等**

特別條款第(31)條

(a) 「承批人」須在「批地文件」同意批出的整個年期內，自費以「署長」全面滿意的方式維修以下項目(以下簡稱**「項件」**)：-

(i) 「政府樓宇」的外部飾面和「政府樓宇」之內、周圍、其內、其上及其下所有牆、柱、樑、天花、天台樓板、行車道/地台樓板結構及任何其他結構項件；

(ii) 所有供「政府樓宇」及「該地段」發展項目其餘部分使用的升降機、自動扶手梯及樓梯；

(iii) 構成供「政府樓宇」及「該地段」發展項目其餘部分使用的系統一部分之所有屋宇裝備裝置、機器及設備(包括但不限於手提及非手提式消防裝置設備)；

(iv) 「政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統；及

(v) 所有其他供「政府樓宇」及「該地段」發展項目其餘部分使用的公用部分及設施。

(b) 倘因「承批人」對「項件」維修不善而招致或引起任何責任、損害、開支、索償、費用、索求、收費、訴訟及法律程序，「承批人」須向「政府」及「財政司司長法團」作出彌償，並且保持令其獲得彌償。

(c) 僅就「批地文件」特別條款第(31)條而言，「承批人」之定義不包括「財政司司長法團」。

20. **建造、營運及維修何文田站**

特別條款第(32)(a)及(d)條

(a) 「承批人」須自費以「署長」全面滿意的方式，依照此等「批地條款」在「該地段」興建、建造和提供一個鐵路站連同附屬鐵路構築物、設施、隧道及道路，以分別營運「觀塘綫延綫」及「沙田至中環綫」(上述鐵路站及附屬鐵路構築物、設施、隧道及道路以下統稱「**何文田站**」)，而當中：-

(i) 為營運「觀塘綫延綫」的部分已完成。「承批人」須依照此等「批地條款」，自費以「署長」滿意的方式營運及維修該等部分；及

(ii) 為營運「沙田至中環綫」部分將於2019年11月30日或「署長」指定的其他日期(「署長」所作的決定為最終決定並對「承批人」有約束力)或之前完成並使其適宜由「承批人」以「署長」滿意的規模開始營運。自此「承批人」須依照此等「批地條款」，自費以「署長」全面滿意的方式營運及維修該等部分。

(d) 就「批地文件」特別條款第(32)條而言，「承批人」一詞僅指訂立和執行「批地文件」的人士，並不包括其受讓人及繼承人，惟根據「批地文件」特別條款第(35)(a)條承讓「沙中綫部分」不分割份數的受讓人例外。

21. **收回何文田站作公眾用途**

特別條款第(36)條

(a) 「政府」擁有全權因應改善香港或任何其他公眾目的(香港行政長官就此所作的決定為最終決定)所需，向「承批人」發出十二(12)個曆月事前通知予以說明，從而收回、重收及重新接管何文田站所有或任何部分。「政府」一旦行使本項權力，「批地文件」協議訂立的何文田站或其任何部分批授年期和產業權將告終止、終結及廢止。「承批人」須在上述通知期滿時遷出「政府」收回的何文田站、該處的土地或建築物或其任何部分以及該處之內、其上或跨越該處的鐵路構築物，並且交付其管有權，「政府」不會就收回的何文田站部分支付任何賠償。然而，如「署長」認為繼續營運受收回影響的鐵路部分符合公眾利益，「政府」將以免付任何地價的方式向「承批人」批授「署長」全權酌情為繼續營運該段受「政府」收回影響鐵路所在的土地，其地點及深度、水平和位置由「署長」釐定，「政府」亦會承擔拆卸和拆除收回地段之內、其上或跨越該處所有鐵路構築物的費用，以及在「承批人」承批地段之上、之內或跨越該處建造「署長」全權酌情為必要的所有更換鐵路構築物的費用。現協議及聲明，前述的拆卸、拆除及建造工程將由「承批人」以「署長」滿意的方式進行，而有關的拆卸、拆除及建造工程費用由「署長」全權酌情釐定，其決定為最終決定並對「承批人」有約束力。

(b) 就「批地文件」特別條款第(36)條而言，「承批人」之定義僅指訂立及執行「批地文件」的人士和「政府指定人士」。

22. **保護「觀塘綫延綫」**

特別條款第(39)條

(a) 「承批人」在「該地段」展開任何工程之前，包括但不限於地盤勘探工程、打樁或其他地基工程和其他土木工程及建造工程，必須先諮詢香港鐵路有限公司(「**港鐵**」)，確保此等工程不會損害、干預或危害「觀塘綫延綫」的任何鐵路工程、構築物、設施或裝置或其安全運作(「署長」就此所作的決定為最終決定)。倘若「署長」要求，「承批人」須自費採取「港鐵」指定的預防措施，以確保「觀塘綫延綫」任何鐵路工程、構築物、設施或裝置及運作安全。

(b) 「承批人」須遵從所有關於「觀塘綫延綫」的條例、附例及規例。

(c) 「承批人」不可在任何方面干預「觀塘綫延綫」的建造工程、使用及營運。

(d) 「承批人」應自費全面遵從建築事務監督、消防處處長及所有其他相關「政府」及法定主管當局就建造(包括選用建材)、修理和維修「觀塘綫延綫」相關或附近一座或多座建築物的任何一個或多個部分所制訂的特別規定。

(e) 「承批人」應允許「署長」、「港鐵」及他們正式授權的人員、傭工及承辦商，行使權利隨時不論攜帶工具、駕車、機器或設備與否，通行、進出、往返及行經「該地段」及建於該處的任何一座或多座建築物，以便執行工程和進行與「觀塘綫延綫」相關的勘測、檢查、檢驗、維修、改善或發展工程。倘若因行使「批地文件」特別條款第(39)(e)條賦予的權利而令「承批人」蒙受或連帶招致任何損失、損害、滋擾或騷擾，「署長」及其正式授權的人員、傭工及承辦商毋須承擔責任。「承批人」不得就此等損失、損害、滋擾或騷擾向彼等任何一方提出索償或反對。

(f) 倘若「港鐵」於《香港鐵路條例》第4條等授予的專營期(包括任何續期)屆滿後不再營運「觀塘綫延綫」或任何影響「該地段」的「觀塘綫延綫」部分，「批地文件」特別條款第(39)條中「港鐵」一詞將按情況適當指「政府」、其指定人士或「政府」指定的第三方。

23. **保護「沙田至中環綫」**

特別條款第(40)條

(a) 「承批人」在「該地段」展開任何工程之前，包括但不限於地盤勘探工程、打樁或其他地基工程和其他土木工程及建造工程，必須先諮詢當時正在建造或營運(視情況而定)「沙田至中環綫」的「港鐵」或「政府」或「政府指定人士」，以確保此等工程不會損害、干預或危害「沙田至中環綫」的任何鐵路工程、構築物、設施或裝置或其安全運作(「署長」就此所作的決定將為最終決定)。倘若「署長」要求，「承批人」須自費採取「政府」或「政府指定人士」指定的預防措施，以確保「沙田至中環綫」任何鐵路工程、構築物、設施或裝置及運作安全。

(b) 「承批人」須遵從所有關於「沙田至中環綫」的條例、附例及規例。

(c) 「承批人」不可在任何方面干預「沙田至中環綫」的建造工程、使用及營運。

(d) 「承批人」應自費全面遵從建築事務監督、消防處處長及所有其他相關「政府」及法定主管當局就建造(包括選用建材)、修理和維修「沙田至中環綫」相關或附近一座或多座建築物的任何一個或多個部分所制訂的特別規定。

(e) 「承批人」應允許「署長」、「政府指定人士」及他們正式授權的人員、傭工及承辦商，行使權利隨時不論攜帶工具、駕車、機器或設備與否，通行、進出、往返及行經「該地段」及建於該處的任何一座或多座建築物，以便執行工程和進行與「沙田至中環綫」相關的勘測、檢查、檢驗、維修、改善或發展工程。倘若因行使「批地文件」特別條款第(40)(e)條賦予的權利而令「承批人」蒙受或連帶招致任何損失、損害、滋擾或騷擾，「署長」及其正式授權的人員、傭工及承辦商毋須承擔責任。「承批人」不得就此等損失、損害、滋擾或騷擾向彼等任何一方提出索償或反對。

(f) 倘若「政府指定人士」不再營運「沙田至中環綫」或任何影響「該地段」的「沙田至中環綫」部分，「批地文件」特別條款第(40)條中「政府指定人士」一詞將按情況適當指「政府」、其指定人士(不包括「政府指定人士」)或「政府」指定的第三方。

24. **「政府」有權出入通行何文田站**

特別條款第(41)條

(a) 「承批人」須在「批地文件」同意批出的整個年期內允許「政府」、其人員、傭工、代理、承辦商、工人及經其授權的任何其他人等行使自由和不受限制的權利，於所有合理時間(除非緊急情況，否則應給予不少於十四(14)日的提前通知)，不論攜帶工具、設備、機器、機械或駕車與否，通行、進出、往返及行經「該地段」或該處任何已建或擬建的建築物或構築物，以便檢查何文田站或該處任何構築物、裝置、隧道或當中任何部分。

(b) 倘若因行使「批地文件」特別條款第(41)(a)條賦予的通行及進出權利令「承批人」蒙受或連帶招致任何損失、損害、滋擾或騷擾，「政府」、其人員、傭工、代理、承辦商、工人及經其授權的任何其他人等毋須就此承擔責任。「承批人」不可就此等損失、損害、滋擾或騷擾向彼等任何一方提出索償或反對。

25. **公眾有權出入通行何文田站**

特別條款第(42)條

「承批人」須在「批地文件」同意批出的整個年期內，允許公眾人士在何文田站運作時間期間自由、無需作任何形式的付費，步行或乘坐輪椅進入和行經「該地段」任何一個或多個部分以作一切合法目的，以及「承批人」就此指定的任何建築物、構築物及架建物之內、其下、穿越、其上或跨越該處，以作進出何文田站的用途。

26. **何文田站不准設置戶外廣告**

特別條款第(43)條

如事前未獲「署長」書面同意，「承批人」不可亦不得允許或容忍他人在何文田站任何一個或多個外部部分設置任何廣告招牌、圍板、告示板或海報作戶外廣告用途，而儘管獲得「署長」同意，亦須遵從「署長」全權酌情指定或規定的條款與條件。然而，倘若在何文田站任何一個或多個部分設置直接關乎鐵路運作的招牌、告示或海報，又或在「該地段」任何已建或擬建一座或多座建築物或其任何一個或多個部分設置非作廣告用途的招牌、告示或海報，則毋須事前徵取「署長」書面同意。

27. **康樂設施**

特別條款第(45)(a)及(c)條

(a) 「承批人」可在「該地段」內興建、建造和提供經「署長」書面批准的康樂設施及該處的附屬設施(以下簡稱**「該等設施」**)。「該等設施」的類型、大小、設計、高度和布局亦須事前獲得「署長」書面批准。

(c) 如「該等設施」任何部分獲豁免依照「批地文件」特別條款第(45)(b)條規定計入樓面總面積(以下簡稱**「豁免設施」**)：-

(i) 「豁免設施」將指定為並構成「批地文件」特別條款第(54)(a)(v)條所載的「公用地方」一部分；

(ii) 「承批人」(「財政司司長法團」除外)須自費維修「豁免設施」以保持其修繕妥當及狀況良好，並負責運作「豁免設施」以令「署長」滿意；及

(iii) 「豁免設施」只可供「該地段」內任何一座或多座已建或擬建住宅大廈的住戶和他們的真正訪客使用，任何其他人士或人等一概不可使用。

28. **行人通道**

特別條款第(49)條

(a) 「承批人」須自費並以「署長」全面滿意的方式鋪設、平整、提供、興建分段行人路或行人道(連同「署長」絕對酌情要求的樓梯、斜路、照明裝置和自動扶手梯)並鋪設路面，以作「批地文件」本特別條款(49)(b)所指明的用途，相關的位置、方式、物料、標準、樓層、定線及設計均須經「署長」批准。

(b) 「批地文件」特別條款第(49)(a)條所指的分段行人路或行人道應採取最短的可行路線並興建上蓋，建造和設計應符合以下要求：-

(i) 在「署長」所批准的建築物位置及樓層，連貫將會建於「地盤A」及「地盤B」上的每座建築物；

(ii) 連貫「地盤A」及「地盤B」內所有主要設施，包括該處的各座住宅大廈、休憩用地及社區設施；及

(iii) 分別連貫何文田站至「地盤A」及「地盤B」。

(c) 「承批人」應在「批地文件」同意批出的整個年期內，自費保養「批地文件」特別條款第(49)條規定提供的分段行人路或行人道(連同該處的樓梯、斜路、照明裝置及自動扶手梯)，以保持其狀況良好及修繕妥當，全面令「署長」滿意。

(d) 就特別條款第(49)條而言，「承批人」一詞之定義不包括「財政司司長法團」。

29. **行人走道及行人天橋**

特別條款第(50)(a)、(b)、(d)至(n)條

(a) 「承批人」確認於「批地文件」訂立日，

(i) 「批地文件」所夾附「圖則Ia」標明為"FB"的位置建有一條行人天橋(以下簡稱**「行人天橋」**)；及

(ii) 「該地段」建有為到達「批地文件」特別條款第(50)(b)條指定用途的分段行人路或行人道(連同該處附設的樓梯、斜路、照明裝置及自動扶手梯)。

(b) 「批地文件」特別條款第(50)(a)條所指的分段行人路或行人道必須維持，以便：

(i) 連接「該地段」至「行人天橋」；

(ii) 於「批地文件」所夾附「圖則Ia」標明為"AM"及"AN"的位置連接「行人天橋」與忠孝街；及

(iii) 連接「行人天橋」與「行人隧道」。

「批地文件」特別條款第(50)(a)條所要求提供的分段行人路或行人道(連同該處附設的樓梯、斜路、照明裝置及自動扶手梯)以下統稱**「行人走道」**。

(d) 「承批人」須自費在「批地文件」同意批出的整個年期內提供和維修「行人走道」，以保持其狀況良好及修繕妥當，令「署長」滿意。

(e) 「承批人」應在「批地文件」同意批出的整個年期內：-

(i) 每日24小時保持依照「批地文件」特別條款第(50)(b)(i)條規定提供的行人道開放，免費供公眾人士暢通無阻地步行或乘坐輪椅使用；

(ii) 每日24小時保持依照「批地文件」特別條款第(50)(b)(ii)條規定提供的行人道開放，免費供公眾人士暢通無阻地步行或乘坐輪椅使用；及

(iii) 保持依照「批地文件」特別條款第(50)(b)(iii)條規定提供的行人道開放，免費供公眾人士於何文田站運作期間暢通無阻地步行或乘坐輪椅使用。

(f) 「政府」、其人員、代理、承辦商、工人及經其妥善授權的其他人員現以無需支出及付費形式獲保留：-

(i) 佔用「該地段」一個或多個部分的所有必要權利，以及通行、進出及往返「該地段」，以便設計、建造、接駁、管理、保養、修理和維修「行人天橋」及執行必要的地盤勘探及測量工程之所有必要權利；及

(ii) 有權將「行人天橋」接駁到「行人天橋連接段及支承件」(就「批地文件」特別條款第(50)(i)(i)條所定義)。

(g) 「承批人」應在「署長」通知時自費以「署長」全面滿意的方式執行所有必要工程，以依照「署長」要求或批准暫時關閉「該地段」任何已建或擬建的一座或多座建築物的任何通道入口或地方，以將「批地文件」特別條款第(50)(j)條所載的「行人天橋」或任何更換件接駁到該處。上述通道入口或地方暫時關閉期間，「承批人」須自費以「署長」滿意的方式維修此等範圍。

(h) (i) 「行人走道」除用於銜接及連貫「行人天橋」和供所有公眾人士步行或乘坐輪椅通行以往返「行人天橋」外，不可作任何其他用途。

(ii) 「承批人」不可使用或允許或容忍他人使用「行人走道」及「行人天橋」外部或內部任何部分作廣告用途或陳列任何類型招牌、告示或海報，除非「署長」批准或規定則屬例外。

(iii) 「承批人」不可在「行人走道」及「行人天橋」內作出或允許或容忍他人在該處作出任何行為，以致或可能導致在「行人天橋」之下經過的任何人士或車輛或任何毗鄰或毗連的一個或多個地段或處所的任何擁有人或佔用人受到滋擾或騷擾，又或造成不便或損害。

(i) (i) 「承批人」須自費並以「署長」全面滿意的方式，在「該地段」內「署長」指定及批准的地點和樓層為「行人天橋」提供及維修特定規格的連接段及支承件(此等連接段及支承件以下簡稱**「行人天橋連接段及支承件」**)，以便行人通過「行人天橋」往來「行人走道」。

(ii) 於「批地文件」同意批出的整個年期內，「政府」獲例外及保留「行人天橋」從「行人走道」和「行人天橋連接段及支承件」獲得支撐及接駁的所有權利。

(j) (i) 如「該地段」或其任何部分進行任何重建，以致需要拆卸「行人天橋」而重新興建一條或多條行人天橋，「承批人」須承擔「政府」因拆卸「行人天橋」或其任何一個或多個部分以及重建和完成相關一條或多條新行人天橋所招致的費用，有關金額由「署長」釐定，其決定將為最終決定並對「承批人」有約束力。

(ii) 如「該地段」或其任何部分進行任何重建，以致需要拆卸「行人走道」和「行人天橋連接段及支承件」或其任何部分，「承批人」須在「署長」指定的期限內自費並以「署長」滿意的方式，按照「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、走線和位置建造及完成新的行人走道和新的行人天橋連接段及支承件以作替換。

(iii) 「政府」、「署長」及其人員、承辦商、代理及經其妥善授權的任何人等有權隨時無需支出的情況下，不論攜帶工具、設備、機器、機械或駕車與否，自由通行、進出、往返和行經「該地段」或其任何部分或該處任何已建或擬建的一座或多座建築物或構築物，以便拆卸「行人天橋」及建造一條或多條新的行人天橋和將新的行人天橋連接至「承批人」依照「批地文件」特別條款第(50)(j)(ii)條規定新建的行人走道和新建的行人天橋連接段及支承件，其後並須保養及維修此等一條或多條新建行人天橋，以及檢驗新建行人走道和新建行人天橋連接段及支承件。

(k) 倘因行使「批地文件」特別條款第(50)(f)及(j)(iii)條賦予之權利或因建於「該地段」範圍內「行人天橋」任何一個或多個部分的存在令「承批人」或任何其他人士蒙受或連帶招致任何損失、損害、滋擾或騷擾，「政府」毋須就此承擔任何責任或義務。「承批人」不得就此等損失、損害、滋擾或騷擾申索任何賠償。

(l) 「承批人」並無「行人天橋」的權利、業權、所有權、管有權或使用權。

(m) 於「行人天橋」存續期間，「承批人」應在「批地文件」同意批出的整個年期內，採取或達致他人採取所有完善及適當的護理、工藝和預防措施，尤其是在建造、維修、更新、修理、拆除、拆卸或還原工程期間，避免損壞「行人天橋」或構成任何滋擾或阻礙。

(n) 倘若因「承批人」、其僱工、代理、受許可人、訪客、工人或承辦商的任何行為或漏作行為，或因建造、使用、運作、維修、修理、更改、拆卸、拆除及重建「該地段」任何已建或擬建的一座或多座建築物的任何一個或多個部分，而對「行人天橋」造成相關的責任、索償、費用、開支、損失、損害、收費、訴訟、索求及法律程序，「承批人」時刻均須向「政府」、其人員、承辦商、工人或經其正式授權的其他人等彌償，並且保持令其獲得彌償。

30. **修理、維修及管理「行人走道」和「行人天橋連接段及支承件」**

特別條款第(51)(a)及(g)條

(a) 「承批人」應在「批地文件」同意批出的整個年期內，自費修理、維修及管理「行人走道」和「行人天橋連接段及支承件」以及「承批人」依照「批地文件」特別條款第(50)(j)(ii)及(iii)條建造的任何一個或多個更換件，以保持其整潔和修繕妥當及狀況良好，全面令「署長」滿意。

(g) 倘若「承批人」、其傭工、工人和承辦商因應建造、更改、修理及維修「行人走道」和「行人天橋連接段及支承件」而作出或遺漏作出任何事宜，以致引起或招致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」須就此向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員作出彌償，並且保持令其獲得彌償。

31. **泊車規定**

特別條款第(57)(a)(i)、(iii)及(iv)、(b)、(c)及(d)條

(a) (i) 「該地段」內應設置讓「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及修訂法例持牌而屬於「該地段」已建或擬建的一座或多座建築物內各住宅單位住戶和他們的真正賓客、訪客或獲邀人士的車輛(以下簡稱「**住宅車位**」)。配置比例將分別根據「批地文件」特別條款第(57)(a)(i)條所列「該地段」已建或擬建住宅單位的面積計算（除非「署長」同意有別於該條所列的其他配置比例或「住宅車位」數額則屬例外）。

(iii) 「該地段」內應額外配置讓「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及修訂法例持牌而屬於「該地段」已建或擬建的一座或多座建築物內住宅單位住戶的真正賓客、訪客或獲邀人士的車輛，配置比例為「批地文件」特別條款第(57)(a)(iii)條所訂或採用「署長」批准的其他比例，但受限於「該地段」內最少配置兩(2)個此等車位。

(iv) 根據「批地文件」特別條款第(57)(a)(i)條(可遵照「批地文件」特別條款第(59)條調整)及「批地文件」特別條款第(57)(a)(iii)條提供的車位除可作訂明的用途外，不可作任何其他用途，特別是禁止將車位作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務的用途。

(b) (i) 「承批人」應遵照建築事務監督的規定和批准，在根據「批地文件」特別條款第(57)(a)(i)條(可遵照「批地文件」特別條款第(59)條規定調整)及第(57)(a)(iii)條設置的車位中，預留及指定部分車位供《道路交通條例》、其任何附屬規例及修訂法例定義的傷殘人士停泊車輛(此等預留及指定的車位簡稱「**傷殘人士車位**」)。根據「批地文件」特別條款第(57)(a)(iii)條設置的車位須最少預留及指定一(1)個「傷殘人士車位」，惟「承批人」不得將根據「批地文件」特別條款第(57)(a)(iii)條設置的所有車位預留或指定為「傷殘人士車位」。

(ii) 「傷殘人士車位」除供《道路交通條例》、其任何附屬規例及修訂法例定義的傷殘人士停泊屬於現已或將會建於「該地段」的一座或多座建築物的住戶和他們的真正賓客、訪客及獲邀人士的車輛外，不可作任何其他用途，特別是禁止將車位作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務的用途。

(c) (i) 「該地段」內應設置讓「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及修訂法例持牌而屬於「該地段」已建或擬建的一座或多座建築物之住戶及他們的真正賓客、訪客或獲邀人士的電單車(以下簡稱「**住宅電單車位**」)。配置比例為「批地文件」特別條款第(57)(c)(i)條所訂或「署長」批准的其他比例。如根據「批地文件」特別條款第(57)(c)(i)條設置的車位數目為小數位數，則上捨入至最接近之整數。

(ii) 「住宅電單車位」(可遵照「批地文件」特別條款第(59)條規定調整)除作「批地文件」特別條款第(57)(c)(i)條訂明的用途外，不可作任何其他用途，特別是禁止將車位作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務的用途。

(d) (i) 除「傷殘人士車位」外，每個根據「批地文件」特別條款第(57)(a)(i)條(可遵照「批地文件」特別條款第(59)條規定調整)提供的車位必須為2.5米闊及5.0米長，最低淨空高度為2.4米。

(ii) 「傷殘人士車位」的大小將由建築事務監督指定和批准。

(iii) 每個「住宅電單車位」(可遵照「批地文件」特別條款第(59)條規定調整)必須為1.0米闊及2.4米長，最低淨空高度為2.4米或「署長」批准的其他最低淨空高度。

32. **上落貨規定**

特別條款第(58)條

(a) 「該地段」內應設有讓「署長」滿意的車位供貨車裝卸貨物，比例為「該地段」已建或擬建的一座或多座建築物每800個住宅單位配置一(1)個車位，或採用「署長」批准的其他比例，但「該地段」每座已建或擬建住宅單位大廈最少須設有一(1)個上落貨車位。上落貨車位應設於每座住宅單位大廈範圍內或毗連該處。

(b) 每個根據「批地文件」特別條款第(58)(a)條提供的車位(可遵照「批地文件」特別條款第(59)條規定調整)必須為3.5米闊及11.0米長，最低淨空高度為4.7米。此等車位除供與「該地段」一座或多座建築物相關的貨車上落貨外，不得作任何其他用途。

33. **「住宅車位」及「住宅電單車位」的限制規定**

特別條款第(61)(a)及(d)條

(a) 儘管「承批人」已按照讓「署長」滿意的方式履行和遵守此等「批地條款」，仍不可將「住宅車位」及「住宅電單車位」:-

(i) 轉讓，除非:-

(I) 連同賦予專有權使用和佔管「該地段」已建或擬建的一座或多座建築物內一個或多個住宅單位的不分割份數一併轉讓；或

(II) 承讓人現時已擁有專有權使用和佔管「該地段」已建或擬建的一座或多座建築物內一個或多個住宅單位的不分割份數；或

(ii) 分租(租予「該地段」已建或擬建的一座或多座建築物內住宅單位的住戶除外)。

於任何情況下，「該地段」已建或擬建的一座或多座建築物內任何一個住宅單位的住戶不可承讓或承租合共超過三(3)個「住宅車位」及「住宅電單車位」。

(d) 「批地文件」特別條款第(61)(a)及(b)條不適用於「傷殘人士車位」。

34. **「公用地方」**

特別條款第(62)條

「該地段」內依照「批地文件」特別條款第(57)(a)(iii)條及(58)(a)條(可遵照「批地文件」特別條款第(59)條調整)提供的車位及「傷殘人士車位」將指定納入「公用地方」一部分。

35. **提交停車場布局圖**

特別條款第(63)條

「承批人」須向「署長」提交一份經「署長」批核並且列明將會按照「批地文件」特別條款第(57)條(可遵照「批地文件」特別條款第(59)條規定調整)和第(58)條(可遵照「批地文件」特別條款第(59)條規定調整)於「該地段」範圍內提供的車位及上落貨車位布局的圖則，或經「認可人士」(定義以《建築物條例》、其任何附屬規例及修訂法例所訂為準)核證的圖則。交妥圖則之前，不可進行任何影響「地盤」或當中任何部分或「地盤」上任何已建或擬建建築物或任何建築物部分的交易(根據「批地文件」特別條款第(27)條交付「政府樓宇」管有權、根據「批地文件」特別條款第(26)(a)條轉讓「政府樓宇」、根據「批地文件」特別條款第(33)將何文田站「不分割份數」轉讓予「財政司司長法團」、訂立「批地文件」特別條款第(52)(a)(iii)條許可的租約、租務合約或相關租務協議及訂立「批地文件」特別條款第(52)(a)(iv)條所訂的建築按揭或「署長」批准的其他交易除外)。上述經批准的圖則載明的車位及上落貨車位除作「批地文件」特別條款第(57)及(58)條分別訂明的用途外，不可作任何其他用途。「承批人」須遵照上述經批准的圖則維修車位、上落貨車位及其他範圍，包括但不限於升降機、樓梯平台和迴旋處及通道地方，除非事前獲「署長」書面同意，否則不可更改圖則內的布局。除上述經批准的圖則註明的車位外，「該地段」或該處任何建築物或構築物的任何部分均不可作泊車用途。

36. **禁止小販擺賣**

特別條款第(64)條

「承批人」不可允許或容忍任何小販在「該地段」範圍內擺賣，並須驅趕任何被發現在該處擺賣的小販，以及在「該地段」所有入口附近當眼處張貼告示，標明禁止擺賣。就此等「批地條款」而言，「小販」一詞採用《公眾衞生及市政條例》第2條、其任何附屬規例及修訂法例所訂的定義，惟就「批地文件」特別條款第(64)條而言，上述定義(a)段中「在公眾地方」的文字將被省略，另以『在「該地段」內並非依照此等「批地條款」許可作商業用途的部分』的文字取代。

37. **削土**

特別條款第(66)(a)、(c)及(d)條

(a) 如「該地段」內或在任何「政府」土地上現時或以往曾經配合或因應「該地段」或其任何部分的平整、水準測量或發展事宜，或「承批人」根據此等「批地條款」規定所執行的任何其他工程等，又或為任何其他目的，而進行任何削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，不論事前是否獲「署長」書面同意，「承批人」須在當時或嗣後任何時間，按需要自費進行和建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，以保護和支撐「該地段」內的土地及任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。「承批人」應在「批地文件」協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，以保持其修繕妥當及狀況良好，以令「署長」滿意。

(c) 無論何時，如因「承批人」進行任何平整、水準測量、發展或其他工程，或因其他事故導致或引起不論在「該地段」內或自「該地段」的土地或自任何毗連或毗鄰「政府」土地或已批租土地發生任何滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時須就「政府」、其代理及承辦商因有關滑土、山泥傾瀉或地陷而蒙受或招致的所有費用、收費、損害、索求及索償作出彌償。

(d) 「署長」除享有「批地文件」訂明可就違反任何此等「批地條款」追討的任何其他權利或補償權外，亦有權向「承批人」發出書面通知，要求「承批人」進行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承批人」疏忽或不按照通知訂明的期限內以「署長」滿意的方式執行通知的指示，「署長」可即時執行和進行任何必要的工程。「承批人」須在接獲通知時向「政府」償還有關的費用，以及任何行政或專業收費與費用。

38. **禁止碎石**

特別條款第(67)條

如事前未獲「署長」書面批准，不可在「該地段」使用碎石機。

39. **維修地錨**

特別條款第(68)條

如「該地段」的發展或重建項目或其任何部分已安裝預應力地錨，「承批人」應自費在預應力地錨的整個使用周期內定期維修和定期監察，以令「署長」滿意，並且在「署長」不時全權酌情要求時提交上述監察工程的報告及資料。如「承批人」疏忽或不執行規定的監察工程，「署長」可即時執行和進行監察工程，「承批人」必須在接獲通知時向「政府」償還有關費用。

40. **廢土或泥石**

特別條款第(69)(a)條

(a) 如源自「該地段」或受「該地段」任何發展項目影響的其他地方之廢土、泥石、廢料、建築廢物或建材(以下簡稱**「廢物」**)侵蝕、沖流或棄置於公共小巷或道路，又或排進道路下水道、前濱或海床、污水管、雨水渠或明渠或其他「政府」產業(以下簡稱**「政府產業」**)，「承批人」必須自費清理「廢物」和修復受損的「政府產業」。此外，「承批人」須就「廢物」侵蝕、沖流或棄置而導致私人物業蒙受任何損害或滋擾所引致的所有訴訟、索償及索求而向「政府」彌償。

41. **損壞服務設施**

特別條款第(70)條

「承批人」時刻均須採取或達致他人採取所有完善及適當的護理、技巧和預防措施，特別在建造、維

修、更新或修理工程(「**建造及維修工程**」)施工期間，以避免損壞、干擾或阻礙位於或裝設於「該地段」、「綠色間黑斜線範圍」(定義以下述「批地文件」特別條款第(74)(a)條所訂為準)或其任何部分之上、跨越其上、之下或毗連該處的任何「政府」或其他現存排水渠、水路或水道、總喉、道路、行人路、街道傢俬、污水渠、明渠、水管、電纜、電線、公用服務設施或任何其他工程或裝置(統稱「**服務設施**」)。「承批人」展開任何「建造及維修工程」之前，必須妥善地進行或達致他人妥善進行必要的查究及查詢，以核實「服務設施」現時的位置及水平，並須向「署長」提交書面建議書，說明其擬如何處理可能受「建造及維修工程」影響的任何「服務設施」，以供「署長」全面審批。直至「署長」發出書面批准「建造及維修工程」及上述建議之前，不可展開工程。「承批人」須遵從並自費履行「署長」給予上述批准時就「服務設施」制訂的任何規定，包括支付必要的改道、重鋪或還原工程費用。倘若因實施「建造及維修工程」於任何方面對「該地段」、「綠色間黑斜線範圍」(定義以下述「批地文件」特別條款第(74)(a)條所訂為準)或其任何部分或任何「服務設施」造成任何損壞、干擾或阻礙，「承批人」應自費全面修理、修復及還原(惟明渠、污水渠、雨水渠或總喉除外，除非「署長」另有決定，否則此等設施由「署長」修復，「承批人」須在「政府」通知時支付此等工程的費用)。倘若「承批人」不在「該地段」、「綠色間黑斜線範圍」(定義以下述「批地文件」特別條款第(74)(a)條所訂為準)或其任何部分或任何「服務設施」執行必要的改道、重鋪、修理、修復及還原工程以令「署長」滿意，「署長」可執行其視為必要的改道、重鋪、修理、修復或還原工程，「承批人」須在「政府」通知時支付此等工程的費用。

42. **建造排水渠及渠道和接駁排水渠及污水渠**

特別條款第(71)條

(a) 「承批人」須自費以「署長」滿意的方式，按「署長」視為必要的情況下，不論是否在「該地段」邊界範圍內或在「政府」土地上建造和維修排水渠及渠道，以截流和輸送所有落下或流進「該地段」的所有暴雨水或雨水至最鄰近的河溪、集水井、渠道或「政府」雨水渠。倘若此等暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償及索求，「承批人」必須承擔全責並向「政府」及其人員彌償。

(b) 接駁「該地段」任何排水渠及污水管至已鋪設和啟用的「政府」雨水渠及污水管的工程，將由「署長」負責執行。「署長」毋須就由此引致的任何損失或損害向「承批人」承擔責任，而「承批人」接獲「政府」通知時須向「政府」支付此等接駁工程的費用。或者「承批人」亦可自費以「署長」滿意的方式執行上述接駁工程。在此情況下，位於「政府」土地範圍內的上述接駁工程部分將由「承批人」自費維修，如「政府」發出通知，「承批人」須將此等接駁工程的任何部分移交予「政府」，日後由「政府」自費維修，「承批人」並須在「政府」通知時向「政府」繳付上述接駁工程的技術審核費用。如「承批人」不維修建於「政府」土地上的上述接駁工程的任何部分，「署長」可執行其視為必要的維修工程，「承批人」須在「政府」通知時支付此等工程的費用。

43. **渠務專用範圍**

特別條款第(72)條

(a) (i) 如事前未獲「署長」書面批准，「批地文件」所夾附「圖則Ia」以粉紅色間黑斜線顯示的範圍和「批地文件」所夾附「圖則Ia」顯示並註明為"D.R."的「粉紅色間黑交叉斜線加藍點範圍」及「粉紅色間黑交叉斜線加紅點範圍」(「**渠務專用範圍**」)的「該地段」範圍之上、跨越其上、之下、其上、其下或之內均不可興建或建造任何建築物、構築物或地基或任何建築物或構築物的支承件。

(ii) 儘管有「批地文件」特別條款第(72)(a)(i)條之規定，「承批人」可在「渠務專用範圍」跨越其上或之上興建或建造一座或多座建築物，惟地面水平對上的淨空高度必須最少達5.1米。就「批地文件」特別條款第(72)條而言，「署長」就何謂「渠務專用範圍」地面水平所作的決定為最終決定並對「承批人」有約束力。

(b) 「署長」及其正式授權人員、承辦商和他們的工人(「**獲授權人等**」)隨時均有不受限制的權利，不論攜帶工具、設備、機器或駕車與否進出通行、往返及行經「該地段」，以按「署長」指定或授權鋪設、檢查、修理和維修「渠務專用範圍」之內、其下或貫越該處的任何排水渠、污水管、渠道、排水設施及所有其他服務設施(「**公用服務設施**」)。「渠務專用範圍」內概不可放置任何性質的物件或材料以致阻礙通行或招致「公用服務設施」的超額附加費。如「署長」認為(其意見為最終決定並對「承批人」有約束力)「渠務專用範圍」內有任何物件或材料阻礙通行或招致「公用服務設施」的超額附加費，「署長」有權向「承批人」發出書面通知，要求「承批人」自費以「署長」全面滿意的方式拆卸或拆除此等物件或材料，並且恢復「渠務專用範圍」的原貌。倘若「承批人」疏忽或未能在上述指定期限內或因緊急情況所需執行通知的指示，「署長」可執行其視為必要的拆除、拆卸及還原工程，「承批人」須在接獲通知時向「政府」支付此等工程的費用。

(c) 除非是關乎還原於行使上述權利和權力時挖掘的坑槽，否則假如獲授權人等行使「批地文件」特別條款第(72)(b)條所賦予不受限制權利進出及往返「該地段」和鋪設、檢查、修理及維修「公用服務設施」導致或致使「承批人」蒙受或連帶招致任何損失、損害、滋擾或騷擾，「政府」及獲授權人等均毋須承擔責任。「承批人」不可基於任何此等損失、損害、滋擾或騷擾向「政府」或獲授權人等索償。

(d) (i) 「承批人」須自費並以「渠務署署長」全面滿意的方式，將在「批地文件」所夾附「圖則Ia」上以綠色實線顯示的「渠務專用範圍」內現存排水管改道至「批地文件」所夾附「圖則Ia」上以綠色虛線顯示的新位置或「渠務署署長」全權酌情批准的其他位置(「**改道排水管**」，而將現存排水管改道的相關工程以下簡稱「**改道工程**」)。

(ii) 改道工程完成後，

(I) 「渠務專用範圍」便不再存在；

(II) 「該地段」內改道排水管兩邊外側對開3米的範圍將指定為新的「渠務專用範圍」(「**新渠務專用範圍**」)；及

(III) 「批地文件」特別條款第(72)(a)至(c)條所載的規定適用於「新渠務專用範圍」，而此等「批地條款」所訂明「承批人」應就前述現存排水管和「渠務專用範圍」履行的責任將會終止及廢止。

(iii) 「承批人」在展開改道工程之前，須事先向「渠務署署長」取得書面批准，並須採取所有必要的預防措施，確保改道工程不會影響「渠務專用範圍」內現存排水系統的運作。

44. **保護「水務專用範圍」及水務裝置**

特別條款第(73)條

(a) 「承批人」確認並承認「批地文件」所夾附「圖則Ia」以藍色實線顯示及標明的現存食水總喉(以下簡稱**「現存總喉」**)受到「該地段」發展工程影響。任何工程如涉及搬遷現存總喉，必須事前徵取「水務署署長」書面批准，否則不得進行。「該地段」受影響現存總喉的必要改道工程的費用一律由「承批人」承擔，有關費用由「政府」釐定並為最終決定並對「承批人」有約束力。

(b) 「承批人」展開地盤平整工程之前須事先向「水務署署長」提交工程資料以供審批。

(c) 如事前未獲「水務署署長」書面批准，「批地文件」所夾附「圖則Ia」以藍色雙虛顯示及標明為"WWR"的「該地段」範圍內(統稱**「水務專用範圍」**)不可興建任何構築物或存放任何物料或貨櫃。

(d) 「水務專用範圍」內任何閥蓋周圍1.5米範圍或任何水栓出口1米距離內不可種植或擺放阻礙物(鋪草除外)。

(e) 「水務專用範圍」內不可種植長有穿透性根系的樹木或灌木。如事前未獲「水務署署長」批准，不可更改「水務專用範圍」的現有地盤環境。如擬種植的樹木與水管的淨距離為2.5米或更小，則可能需要設置樹根護障。樹根護障必須伸展至水管的管道內底水平以下。

(f) 如「水務署署長」認為可能會損及總喉，則禁止在該處種植樹木。

(g) 於「批地文件」同意批出的整個年期內，「政府」、「水務署署長」及其人員和承辦商以及他們的工人均擁有自由及不受限制的權利，可隨時不論攜帶工具、設備、機器或駕車與否進出、往返和行經「該地段」或其任何部分，以便檢查、運作、維修、修理和更新現存總喉及建造建議的新總喉工程。「承批人」可以書面形式向「水務署署長」索取載有附近一帶總喉及水務裝置走線的總喉記錄圖則。倘若因「政府」、「水務署署長」及其人員和承辦商以及他們的工人行使「批地文件」特別條款第(73)(g)條所賦予權利通行、進出、往返和行經「該地段」導致或致使「承批人」蒙受或連帶招致任何損失、損害、滋擾或騷擾，「政府」、「水務署署長」及其人員和承辦商以及他們的工人毋須承擔責任。「承批人」不可基於此等損失、損害、滋擾或騷擾向上述任何一方索償。

45. **「綠色間黑斜線範圍」**

特別條款第(74)條

(a) 「承批人」應依照「署長」全權酌情要求而自費地在「批地文件」所夾附「圖則Ia」以綠色間黑斜線顯示的範圍(以下簡稱**「綠色間黑斜線範圍」**)進行及完成令「署長」滿意的土力勘探工程和斜坡處理、山泥傾瀉預防、緩解及補救工程，並在「批地文件」協定的整個批租期內自費維修「綠色間黑斜線範圍」，包括該處之內及之上的所有土地、斜坡處理工程、護土結構、排水結構及任何其他工程，以保持其狀況良好及修繕妥當，以令「署長」滿意。如「綠色間黑斜線範圍」於「批地文件」協定的批租期內任何時間發生山泥傾瀉、地陷或滑土，「承批人」必須自費以「署長」滿意的方式還原及修復該處，如「署長」認為任何毗連或毗鄰地方因此受影響(「署長」的決定為最終決定並對「承批人」約束)，亦須一併還原及修復。倘若因發生山泥傾瀉、地陷或滑土而招致任何責任、損失、損害、索償、開支、費用、收費、索求、訴訟及法律程序，「承批人」須向「政府」、其代理及承辦商彌償，並且保持令其獲得彌償。「承批人」須時刻確保在「綠色間黑斜線範圍」內無任何非法挖掘或傾倒工程。如事前獲「署長」書面批准，「承批人」可架設圍欄或其他屏障防止此等非法挖掘或傾倒工程。如有違反任何此等「批地條款」，「署長」除擁有本文訂明的任何其他權利或補償權外，亦有權隨時發出書面通知，要求「承批人」執行土力勘探工程、斜坡處理、山泥傾瀉預防、緩解及補救工程，以及維修、還原或修復任何受山泥傾瀉、地陷或滑土影響的土地、結構或工程。如「承批人」疏忽或未能以「署長」滿意的方式在通知訂明的期限內履行通知的規定，「署長」可於期限屆滿後執行及進行所需工程，「承批人」須在接獲通知時向「政府」償還有關的費用。

(b) 儘管有「批地文件」特別條款第(74)(a)條之規定，如「政府」向「承批人」發出相關的通知，「批地文件」特別條款第(74)條所訂「承批人」就「綠色間黑斜線範圍」或其任何部分擁有的責任及權利即絕對終止。如終止權責令「承批人」蒙受或招致任何損失、損害、滋擾或開支，「承批人」不可向「政府」或「署長」或其獲授權人員申索賠償。然而，終止權責將不妨礙「政府」就任何之前已發生的違反、不履行或不遵守「批地文件」特別條款第(74)(a)條規定的事情而行使任何應有的權利或補償。

(c) 就「批地文件」特別條款第(74)條而言，「承批人」一詞僅指訂立和執行「批地文件」的人士，並不包括其受讓人及繼承人，惟根據「批地文件」特別條款第(35)(a)條承讓「沙中綫部分」不分割份數的受讓人例外。

46. **「該地段」的街道傢俬**

特別條款第(75)條

(a) 「承批人」確認於「批地文件」訂立日，「非建築用地」(定義以「批地文件」特別條款第(76)(a)條所訂為準）及由「運輸署署長」或「路政署署長」負責管理和維修的「建築物後移範圍」內有現存的街道傢俬，包括但不限於屏障、扶手、公共照明裝置、護樁、交通標誌、指示標誌、交通燈號、櫃檯外框、拉線井及街道名稱牌(**「街道傢俬」**)。

(b) 「承批人」須允許「署長」、其人員、承辦商及經其授權的任何其他人等行使權利，於任何合理時間，不論攜帶工具、設備、機器、機械或駕車與否，通行、進出、往返和行經「該地段」或其任何一個或多個部分及於該處提供和安裝任何服務設施，以便執行及檢查、運作、管理、維修、修理、更新、更換、更改和增設「街道傢俬」相關的任何工程。

(c) 倘若因「政府」、「署長」、「運輸署署長」、「路政署署長」或其人員、代理、承辦商或工人或任何經其授權的人等行使「批地文件」特別條款第(75)(b)條所賦予權利導致或致使「承批人」或任何其他人士蒙受或連帶招致任何損失、損害、滋擾或騷擾，「政府」、「署長」、「運輸署署長」、「路政署署長」或其人員、代理、承辦商或工人及其他經其授權的人士毋須承擔責任。「承批人」不可基於此等損失、損害、滋擾或騷擾向彼等任何一方索償。

(d) 倘若因「承批人」、其傭工、工人及承辦商因執行、履行或遵行「批地文件」特別條款第(75)(b)條訂明的責任而作出或遺漏作出任何行為，以致引起或招致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」須向「「政府」、其人員、代理、承辦商、工人及其他經其正式授權的人員作出彌償，並且保持令其獲得彌償。

47. **非建築用地**

特別條款第(76)條

(a) 如事前未經「運輸署署長」書面同意，不得在「批地文件」所夾附「圖則Ia」以粉紅色加黑三角間啡斜線所顯示的「該地段」範圍(以下簡稱**「非建築用地」**)地面水平或地面對上5.1米範圍內興建或建造任何建築物或構築物或建築物或構築物的支承件。

(b) 就「批地文件」特別條款第(76)條而言，「署長」就何謂「非建築用地」地面水平所作的決定為最終決定並對「承批人」有約束力。

48. **噪音影響評估**

特別條款第(77)條

(a) 「承批人」須自費以「署長」全面滿意的方式，向「署長」提交或達致提交以下文件供「署長」書面批核：-

(i) 於「批地文件」訂立日後六(6)個曆月內或「署長」指定的其他日期提交一份關於「地盤A」(不包括「批地文件」特別條款第(20)(a)條定義的「政府樓宇」及「批地文件」特別條款第(32)(a)條定義的何文田站)發展項目的噪音影響評估報告(以下簡稱「**NIA**」)；及

(ii) 於「到期日」後六(6)個曆月內或「署長」指定的其他日期提交一份關於「地盤B」(不包括「批地文件」特別條款第(20)(a)條定義的「政府樓宇」)發展項目的「NIA」。

「批地文件」特別條款第(77)(a)(i)及(ii)條所載的「NIA」應分別述明「地盤A」(不包括「批地文件」特別條款第(20)(a)條定義的「政府樓宇」及「批地文件」特別條款第(32)(a)條定義的何文田站)和「地盤B」(不包括「批地文件」特別條款第(20)(a)條定義的「政府樓宇」)發展項目的所有不良噪音影響，以及建議適當的噪音緩解措施(**「噪音緩解措施」**)。

(b) 「承批人」須自費在「署長」指定的期限內，以「署長」全面滿意的方式執行和實施「批地文件」特別條款第(77)(a)(i)及(ii)條所載經「署長」批核的「NIA」所列明建議「噪音緩解措施」(以下簡稱**「經批准的噪音緩解措施」**)。

(c) 直至「NIA」獲「署長」書面批准為止，「該地段」或其任何部分不得展開任何建築工程(「批地文件」特別條款第(6)(b)條所載的「許可工程」及「批地文件」特別條款第(32)(a)條所載的何文田站工程及「批地文件」特別條款第(72)(d)(i)條所載的改道工程除外)。

49. **隔音屏障**

特別條款第(78)(a)至(f)、(h)至(k)及(m)條

如「經批准的噪音緩解措施」涉及在「該地段」上興建或建造任何伸展至「該地段」邊界以外並跨越毗鄰「政府」土地任何部分的一個或多個隔音屏障(以下簡稱**「隔音屏障」**)，必須遵從以下條款：-

(a) 「承批人」須自費依照建築事務監督批准的圖則和全面遵照《建築物條例》、其任何附屬規例及修訂法例的規定設計、興建和建造「隔音屏障」；

(b) 不可在毗鄰「該地段」的任何「政府」土地之上、其內或其下興建「隔音屏障」的地基或支承件；

(c) 如事前未獲「署長」書面批准，不可在「隔音屏障」或其任何一個或多個部分進行或安裝改建、加建、更換或附件工程；

(d) 「承批人」時刻均須自費保養、維修和修理「隔音屏障」或(如「署長」批准)其更換件，以保持其修繕妥當及狀況良好，以令「署長」完全滿意。如執行「批地文件」特別條款第(78)(d)條訂明的任何工程需要暫時禁止車輛通行或改道，必須在施工前徵取「運輸署署長」書面同意臨時交通安排；

(e) 「隔音屏障」除作隔音屏障外，不可作任何其他用途。如事前未獲「署長」書面同意，「承批人」不可使用或容忍或准許他人使用「隔音屏障」或其任何一個或多個部分陳列廣告或展示任何招牌、告示或海報；

(f) 如事前獲「署長」書面批准，「承批人」及其承辦商、工人或經其授權的任何其他人等可獲准不論攜帶工具、設備、機器、機械或駕車與否，進入毗鄰「該地段」的「政府」土地，以依照「批地文件」特別條款第(78)條規定興建、建造、檢查、修理、維修、清潔、更新和更換伸展至「政府」土地的「隔音屏障」任何一個或多個部分；

(h) 「承批人」時刻均須採取必要的預防措施，防止因為興建、建造、修理、維修、更新、使用、拆卸或拆除「隔音屏障」而引致毗鄰「該地段」的任何「政府」土地及「隔音屏障」又或任何進入或使用毗鄰「該地段」任何「政府」土地及「隔音屏障」的人等或車輛受損或損傷；

(i) 「署長」有權隨時全權酌情向「承批人」發出書面通知，要求「承批人」在書面通知的日期後六(6)個曆月內拆卸及拆除伸展至跨越「政府」土地的「隔音屏障」任何一個或多個部分而不裝設任何替代件。「承批人」接獲書面通知後，應自費在書面通知列明的期限內拆卸及拆除上述「隔音屏障」一個或多個部分，以令「署長」完全滿意；

(j) 倘「承批人」不履行「批地文件」特別條款第(78)條訂明的「承批人」責任，「署長」可執行必要的工程，「承批人」須在接獲通知時向「署長」支付此等工程的費用；

(k) 「承批人」須時刻允許「署長」、其人員、承辦商或其工人及其他經其授權的任何其他人等行使自由和不受限制的權利，不論攜帶工具、設備、機器、機械或駕車與否，通行、進出、往返及行經「該地段」或其任何部分和該處任何已建或擬建的任何一座或多座建築物，以便檢查、檢驗及監督任何依照「批地文件」特別條款第(78)(a)、(d)及(i)條規定進行的工程，以及實施「批地文件」特別條款第(78)(j)條訂明的任何工程或「署長」視為必要的其他工程；

(m) 倘若因興建、建造、修理、維修、更改、使用、拆卸或拆除「隔音屏障」或因其存在，又或因執行「批地文件」特別條款第(78)(j)條訂明的工程，而直接或間接引起或招致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」時刻均須向「政府」、「署長」、其人員及工人作出彌償，並且保持令其獲得彌償。

50. **禁止建造墳墓或骨灰龕**

特別條款第(79)條

在「該地段」不可興建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論屬陶泥金塔或骨灰盅等。

備註：

1. 根據一封日期為2020年10月19日並在土地註冊處登記(註冊摘要編號為20113001010312)由地政總署鐵路發展組發出的信件(「延展建築規約時限信件」)，「批地文件」下「承批人」建成「該地段」「地盤B」(即本「期數」所在地)，並使其適宜佔用之時限已由2025年3月12日延展至2025年9月12日。

2. 有關本節之詳情，請參閱「批地文件」及「延展建築規約時限信件」。「批地文件」及「延展建築規約時限信件」全文已備於售樓處，歡迎在開放時間內免費閱覽，並可在支付必要的影印費用後索取影印副本。

A. Any facilities that are required under the land grant to be constructed and provided for the Government, or for public use

1. **Government Accommodation**

Under Special Condition No.(17)(a)(ii) of the Land Grant, the grantee shall erect, construct, provide and maintain upon the lot accommodation and facilities for the Government Accommodation in accordance with Special Condition No.(20) of the Land Grant.

Under Special Condition No.(20)(a) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands (**"Director"**) erect, construct and provide within the lot, in a good workmanlike manner the Government Accommodation.

(I) Relevant Provisions of the Land Grant

Special Condition No. (17)(a)(ii)

Subject to these Conditions (as defined in General Condition No. 12(b) of the Land Grant), upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No.6 of the Land Grant) of the lot or any part thereof :-

(a) the Grantee shall only erect, construct, provide and maintain upon the lot accommodation and facilities for :-

...

(ii) the Government Accommodation in accordance with Special Condition No.(20) of the Land Grant.

Special Condition No. (20)(a)

(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 to the Land Grant (**"the Technical Schedule"**) and the plans approved under Special Condition No.(21)(a) of the Land Grant, one refuse collection point with a net operational floor area of not less than 120 square meters to be made fit for occupation and operation on or before 30 June 2017 or such other date as may be approved by the Director (which accommodation including lighting fixtures, ventilation plant, extract ductworks and road / floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway/ floor slabs and any other structural elements) 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) is hereinafter referred to as **"the Government Accommodation"**).

(II) Relevant Provisions of the Deed of Mutual Covenant

Definitions of "Estate", "FSI", "Government Accommodation", "Items with Estate" and "Items within Station" in Section B of the latest draft Principal Deed of Mutual Covenant and Management Agreement (**"the PDMC"**)

"Estate" means all parts of the Development other than the Station, including without limitation, the Government Accommodation, the Residential Development, the Car Park and the Common Areas.

"FSI" means The Financial Secretary Incorporated being a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance (Cap.1015 of the Laws of Hong Kong) and the expression **"FSI"** shall mean FSI in its capacity as the Owner of the Government Accommodation and if the context so permits the successors and assigns of FSI as the Owner of the Government Accommodation.

"Government Accommodation" means the refuse collection point (which accommodation including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director, walls, columns, beams, ceilings, roof slabs, carriageway/ floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine constituting "the Government Accommodation" as defined in Special Condition No.(20)(a) of the Government Grant constructed on Site A as part of the Development pursuant to Special Condition No.(20) of the Government Grant and the Government Accommodation for identification purpose only is shown coloured violet on the plan certified as to its accuracy by the Authorized Person and annexed to the PDMC.

"Items within Estate" means (i) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development; (ii) 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; and (iii) all other common parts and facilities serving the Government Accommodation and the remainder of the Development referred to in Special Condition No.(31)(a) of the Government Grant.

"Items within Station" means (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/ floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation and (ii) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder referred to in Special Condition No.(31)(a) of the Government Grant.

2. **Pedestrian Walkway, Footbridge and Footbridge Connections and Supports**

Under Special Condition No.(50) of the Land Grant, the grantee shall:-

(i) provide at its own expense the Pedestrian Walkway; and

(ii) provide and maintain the Footbridge Connections and Supports.

(I) Relevant Provisions of the Land Grant

Special Condition No. (50)(a), (b), (d), (e), (f), (h), (i) and (j)

(a) The Grantee acknowledges that as at the date of the Land Grant,

(i) a footbridge is erected at the location marked "FB" on Plan Ia annexed to the Land Grant (**"the Footbridge"**), and

(ii) segregated pedestrian ways or paths (together with stairs, ramps, lightings and escalators ancillary thereto) for the purposes as specified in Special Condition No.(50)(b) of the Land Grant are constructed within the lot.

(b) The segregated pedestrian ways or paths referred to in Special Condition No.(50)(a) of the Land

Grant shall be maintained so as to :-

(i) link up the lot to the Footbridge;

(ii) link up the Footbridge and Chung Hau Street at points "AM" and "AN" shown and marked on Plan la annexed to the Land Grant; and

(iii) link up the Footbridge and the Pedestrian Subway.

Such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) required to be provided under Special Condition No.(50)(a) of the Land Grant are hereinafter collectively referred to as **"the Pedestrian Walkway"**.

(d) The Grantee shall throughout the whole term agreed to be granted by the Land Grant provide and maintain at his own expense the Pedestrian Walkway in good and substantial condition and repair to the satisfaction of the Director.

(e) The Grantee shall throughout the whole term agreed to be granted by the Land Grant :-

(i) keep the pedestrian ways provided under Special Condition No.(50)(b)(i) of the Land Grant open for the use by the public 24 hours a day free of charge without any interruption on foot or by wheelchair;

(ii) keep the pedestrian ways provided under Special Condition No.(50)(b)(ii) of the Land Grant open for the use by the public 24 hours a day free of charge without any interruption on foot or by wheelchair; and

(iii) keep the pedestrian ways provided under Special Condition No.(50)(b)(iii) of the Land Grant open for the use by the public during the operational hours of the Ho Man Tin Station free of charge without any interruption on foot or by wheelchair.

(f) There is reserved unto the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges :-

(i) all necessary rights of occupation of part or parts of the lot and all necessary rights of ingress, egress and regress to and from the lot for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Footbridge and carrying out site investigation and survey as necessary; and

(ii) the right to connect the Footbridge to the Footbridge Connections and Supports (as defined in Special Condition No.(50)(i)(i) of the Land Grant).

(h) (i) The Pedestrian Walkway shall not be used for any purpose other than for receiving and linking to the Footbridge, and for the passage of all members of the public on foot or by wheelchair for gaining access to and from the Footbridge.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Pedestrian Walkway and the Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii) The Grantee shall not do or permit or suffer to be done in the Pedestrian Walkway and the Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(i) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide and maintain within the lot connections and supports to such specifications and at such points and at such levels as shall be required and approved by the Director for the Footbridge so that pedestrian access can be gained over the Footbridge into and from the Pedestrian Walkway (such connections and supports are hereinafter referred to as **"Footbridge Connections and Supports"**).

(ii) Throughout the term agreed to be granted by the Land Grant there shall be excepted and reserved unto the Government all rights of support and connection of the Footbridge to the Pedestrian Walkway and the Footbridge Connections and Supports.

(j) (i) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge is required to be demolished and new footbridge or footbridges is or are to be constructed, the Grantee shall bear the costs of demolition of the Footbridge or any part or parts thereof incurred by the Government and the costs of reconstruction and completion of such new footbridge or footbridges such costs to be determined by the Director whose determination shall be final and binding upon the Grantee.

(ii) In the event of any redevelopment of the lot or any part thereof whereby the Pedestrian Walkway and the Footbridge Connections and Supports or any parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new pedestrian walkway and new footbridge connections and supports in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(iii) The Government, the Director and his officers, contractors and agents and any persons duly authorized by him with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress to, from and through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon at all times and free of cost for the purpose of demolition of the Footbridge and constructing a new footbridge or footbridges, and connecting such new footbridge or footbridges to the new pedestrian walkway and new footbridge connections and supports which may be constructed by the Grantee in accordance with Special Condition No.(50)(j)(ii) of the Land Grant and thereafter keeping and maintaining the said new footbridge or footbridges and inspecting the said new pedestrian walkway and new footbridge connections and supports.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definitions of "Pedestrian Walkway", "Footbridge" and "Footbridge Connections and Supports" in Section B of the PDMC

"Pedestrian Walkway" means collectively the segregated pedestrian ways or paths (together with stairs, ramps, lighting and escalators ancillary thereto) located wholly within the SCL Portion required to be provided within the Land as referred to and defined as "the Pedestrian Walkway" in Special Condition No.(50)(b) of the Government Grant.

"Footbridge" means the footbridge erected as at the date of the Government Grant at the location marked "FB" on Plan la annexed to the Government Grant as referred to and defined as "the Footbridge" in Special Condition No.(50)(a)(i) of the Government Grant.

"Footbridge Connections and Supports" means the Footbridge's connections and supports located within the SCL Portion required to be provided and maintained pursuant to and as defined in Special Condition No.(50)(i)(i) of the Government Grant.

Clause 28(d)(i) & (iii) of Section E of the PDMC

(i) The Pedestrian Walkway shall not be used for any purpose other than for receiving and linking to the Footbridge, and for the passage of all members of the public on foot or by wheelchair for gaining access to and from the Footbridge.

(iii) The Owners shall not do or permit or suffer to be done in the Pedestrian Walkway and the Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

3. New Drainage Reserve after diversion of drainage pipe by the Grantee

Under Special Condition No.(72)(d) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Drainage Services divert the existing drainage pipe to a new location.

(I) Relevant Provisions of the Land Grant

Special Condition No. (72)(d)

(d) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director of Drainage Services divert the existing drainage pipe now lying within the Drainage Reserve as shown by the continuous green line on Plan Ia annexed to the Land Grant to a new location as shown by the green dashed Line on Plan Ia annexed to the Land Grant or such other locations as the Director of Drainage Services at his sole discretion may approve (**"the diverted drainage pipe"** and the works carried out for the diversion of the existing drainage pipe are hereinafter referred to as **"the diversion work"**).

(ii) Upon completion of the diversion work,

(I) the Drainage Reserve shall cease to exist;

(II) the area of the lot measuring 3 metres from both external sides of the diverted drainage pipe shall be designated as the new Drainage Reserve (**"the New Drainage Reserve"**); and

(III) the provisions contained in Special Condition Nos.(72)(a) to (c) of the Land Grant shall apply to the New Drainage Reserve and obligations on the part of the Grantee under these Conditions in respect of the existing drainage pipe hereinbefore mentioned and the Drainage Reserve shall cease and determine.

(iii) Prior to the commencement of the diversion work, the Grantee shall obtain the prior written approval of the Director of Drainage Services and shall take all necessary precautionary measures to ensure that the diversion work will not affect the operation of the existing drainage system within the Drainage Reserve.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definition of "New Drainage Reserve" in Section B of the PDMC

"New Drainage Reserve" means the area of the Land measuring 3 metres from both external sides of the diverted drainage pipe (as defined in Special Condition No.(72)(d)(i) of the Government Grant) as referred to and defined as "the New Drainage Reserve" in Special Condition No.(72)(d)(ii)(II) of the Government Grant.

Clause 29 of Section E of the PDMC

(a) (i) Except with the prior written approval of the Director, no building, structure or foundation or support for any building or structure shall be erected or constructed on, over, under, above, below or within the New Drainage Reserve.

(ii) Notwithstanding sub-clause (a)(i) of this Clause, building or buildings may be erected or constructed over or above the New Drainage Reserve PROVIDED THAT there is a clear air space extending upwards from the ground level of the New Drainage Reserve to a height of not less than 5.1 metres. For the purpose of this Clause, the decision of the Director as to what constitutes the ground level of the New Drainage Reserve shall be final and binding upon the Owners.

(b) The Director and his duly authorized officers, contractors, his or their workmen with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Land for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the New Drainage Reserve (hereinafter referred to as **"the Utilities"**) which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the New Drainage Reserve.

B. Any facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development

1. Items in respect of Government Accommodation

Under Special Condition No. (31) of the Land Grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director maintain the Items in respect of the Government Accommodation throughout the term of the Land Grant.

(I) Relevant Provisions of the Land Grant

Special Condition No. (31)

(a) The Grantee shall throughout the term agreed to be granted by the Land Grant at his own expense and in all respects to the satisfaction of the Director maintain the following items (**"the Items"**) :-

(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/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, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.

(c) For the purpose of Special Condition No.(31) of the Land Grant only, the expression "Grantee" shall exclude F.S.I.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definitions of "Estate Common Areas", "Estate Common Services and Facilities", "Government Accommodation", "Items with Estate" and "Items within Station" in Section B of the PDMC

"Estate Common Areas" means those parts of the Estate which are intended for use by the Owners of the Estate and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, Items within Estate (if any), driveways, ramps, owners' committee office, parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate serving more than one Phase and all other communal areas within the Estate not used for the sole benefit of any Owner or Owners of a particular Phase BUT excluding those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase. The Estate Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase to be deposited at the management office of the Estate pursuant to Clause 7 of Section L of the PDMC.

"Estate Common Services and Facilities" means those services and facilities constructed or to be constructed in on or under the Estate and which serve the Estate and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, Items within Estate (if any), wires, cables, electrical installations, fittings, equipment, apparatus and any other installations, systems, plant, services and facilities used or installed in or for the benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or Owners of a particular Phase BUT excluding those services and facilities forming parts of the Common Services and Facilities of a particular Phase designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase.

"Government Accommodation" means the refuse collection point (which accommodation including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine constituting "the Government Accommodation" as defined in Special Condition No.(20)(a) of the Government Grant constructed on Site A as part of the Development pursuant to Special Condition No.(20) of the Government Grant and the Government Accommodation for identification purpose only is shown coloured violet on the plan certified as to its accuracy by the Authorized Person and annexed to the PDMC.

"Items with Estate" means (i) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development; (ii) 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; and (iii) all other common parts and facilities serving the Government Accommodation and the remainder of the Development referred to in Special Condition No.(31)(a) of the Government Grant.

"Items within Station" means (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/ floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation and (ii) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder referred to in Special Condition No.(31)(a) of the Government Grant.

Clause 9(b) of Section E of the PDMC

The Owners of the Units in the Estate (save and except FSI as the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items within Estate (if any) and shall indemnify and keep indemnified FSI and the Government from and against all liabilities, damages, expenses, costs, charges, actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property arising out of or as a consequence of a failure to maintain, manage and repair the Items within Estate (if any).

Clause 1(b)(xii) & (xxxiv) of Section I of the PDMC

Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely :-

…

(xii) Pursuant to Clauses 9(b) and 27 of Section E of the PDMC (as the case may be), to maintain, manage and keep in good repair and condition the Items within Estate (if any) and the Pedestrian Link;

…

(xxxiv) To undertake upon the request of the Owner of the Government Accommodation the maintenance of services, facilities and installations serving exclusively the Government Accommodation whereupon the Owner of the Government Accommodation will reimburse the Manager with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.

Clause 1(n) of Section J of the PDMC

The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Estate and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Estate (save and except FSI as the Owner of the Government Accommodation) in the manner provided under the PDMC: -

(n) the costs of maintaining, repairing and operating the Items within Estate (if any) and the Pedestrian Link.

2. Access to Ho Man Tin Station

Under Special Condition No.(42) of the Land Grant, the grantee shall during the operational hours of the Ho Man Tin Station permit members of the public on foot or by wheelchairs for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Ho Man Tin Station.

(I) Relevant Provisions of the Land Grant

Special Condition No. (42)

The Grantee shall throughout the term agreed to be granted by the Land Grant during the operational hours of the Ho Man Tin Station permit members of the public on foot or by wheelchairs for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Ho Man Tin Station.

(II) Relevant Provisions of the Deed of Mutual Covenant

Definitions of "Station", "MTR Portion" and "SCL Portion" in Section B of the PDMC

"Station" means "the Ho Man Tin Station" as defined in Special Condition No.(32)(a) of the Government Grant and more particularly described in Part III of the First Schedule to the SCL Portion Assignment.

"MTR Portion" means the MTR Portion as defined in Special Condition No.(1)(c) of the Government Grant and more particularly described in Recital A of the SCL Portion Assignment.

"SCL Portion" means the "SCL Portion" as defined in Special Condition No.(1)(d) of the Government Grant and more particularly described in Part I of the First Schedule to the SCL Portion Assignment.

Clause 26 of Section E of the PDMC

The Owners shall throughout the residue of the Term during the operational hours of the Station permit members of the public on foot or by wheelchairs for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the Land (excluding the Government Accommodation) and in, under, through, on or over any buildings, structures and erections thereon designated by the Owner of the MTR Portion and/or the SCL Portion Owner for the purpose of access to and from the Station.

C. Any open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development

Not applicable.

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

Not applicable.

A. 根據「批地文件」須興建並提供予政府或供公眾使用的任何設施

1. 政府樓宇

根據「批地文件」特別條款第(17)(a)(ii)條，「承批人」須按照「批地文件」特別條款第(20)條在「該地段」興建、建造、提供和維修「政府樓宇」的樓宇及設施。

根據「批地文件」特別條款第(20)條，「承批人」須自費並以地政總署署長(「署長」)全面滿意的方式及以良好工藝在「該地段」內興建、建造和提供「政府樓宇」。

(I) 「批地文件」的相關條文

特別條款第(17)(a)(ii)條

受限於此等「批地條件」(就一般條件第12(b)條所定義)的規定，如「該地段」或其任何部分發展或重建(本詞純粹指「批地文件」一般條件第6條預期進行的重建工程)：-

(a)「承批人」只可在「該地段」興建、建造、提供和維修下列樓宇及設施：-

…

(ii) 依照「批地文件」特別條款第(20)條興建、建造、提供和維修「政府樓宇」。

特別條款第(20)(a)條

(a) 「承批人」須自費並以「署長」全面滿意的方式，以良好工藝並依照「批地文件」夾附的《工程規格附表》(以下簡稱**「工程規格附表」**)和根據「批地文件」特別條款第(21)(a)條批准的圖則，在「該地段」內興建、建造和提供一(1)個垃圾收集站，其淨作業樓面面積不少於120平方米，並在2017年6月30日或「署長」批准的其他日期或之前建成和使其適宜佔用及運作(該樓宇包括固定照明裝置、通風裝置、排氣管道及道路/樓面，但不包括升降機、自動扶手梯、樓梯、機器、設備及「署長」依照此等「批地條款」許可的其他非該處專用設施、牆、柱、樑、天花、天台樓板、行車道/地台樓板及任何其他結構件)，連同「署長」絕對酌情決定(「署長」的決定將為最終決定並對「承批人」有約束力)的任何其他該處專用的地方、設施、服務及裝置，以下統稱**「政府樓宇」**)。

(II) 公契的相關條文

主公契及管理協議最新擬稿(「主公契」)B部分「屋苑」，「財政司司長法團」，「政府樓宇」，「屋苑內項件」及「車站內項件」的定義

「屋苑」指除了「車站」外所有「發展項目」的部分，包括但不限於「政府樓宇」、「住宅發展項目」、「停車場」及「公用地方」。

「財政司司長法團」指根據《財政司司長法團條例》(香港法例第1015章)成立為單一法團之財政司司長法團。「財政司司長法團」一詞一律指作為「政府樓宇」「業主」身份的「財政司司長法團」，如上下文意允許，並且包括作為「政府樓宇」「業主」之「財政司司長法團」的繼承人及受讓人；

「政府樓宇」指根據「批地文件」特別條款第(20)條作為「發展項目」一部份在地盤A興建的垃圾收集站(該樓宇包括固定照明裝置、通風裝置、排氣管道及道路/樓面，但不包括升降機、自動扶手梯、樓梯、機器、設備及「署長」許可的其他非該處專用設施、牆、柱、樑、天花、天台樓板、行車道/地台樓板及任何其他結構件)連同「署長」絕對酌情決定以組成「批地文件」特別條款第(20)(a)條所定義的「政府樓宇」，其專用的任何其他區域、設施、服務及裝置。「政府樓宇」在主公契所夾附經認可人士核證其準確性的圖則以淺紫色顯示，僅供識別。

「屋苑內項件」指(i)供「政府樓宇」及「發展項目」其餘部分使用的所有升降機、自動扶手梯及樓梯；(ii)所有供「政府樓宇」及「發展項目」其餘部分使用的系統一部份的大廈服務裝置、機器和設備(包括但不限於手提式及非手提式消防裝置器材)；及(iii)所有其他「批地文件」特別條款第(31)(a)條所指的供「政府樓宇」及「發展項目」其餘部分使用的公用部分及設施。

「車站內項件」指(i)「政府樓宇」的外飾面和「政府樓宇」之內、周圍、在內、其上及其下所有牆、柱、樑、天花、天台樓板、行車道/地台樓板的結構和任何其他結構項件；及(ii)「批地文件」特別條款第(31)(a)條所指「政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統。

2. 行人走道，天橋及天橋連接段及支承件

根據「批地文件」特別條款第(50)條，「承批人」須：-

(i) 自費提供行人走道; 及

(ii) 提供及維持行人天橋連接段及支承件。

(I) 「批地文件」的相關條文

特別條款第(50)(a)、(b)、(d)、(e)、(f)、(h)、(i)及(j)

(a) 「承批人」確認於「批地文件」訂立日，

(i) 「批地文件」所夾附「圖則Ia」標明為"FB"的位置建有一條行人天橋(以下簡稱**「行人天橋」**)；及

(ii) 「該地段」建有為到達「批地文件」特別條款第(50)(b)條指定用途的分段行人路或行人道(連同該處附設的樓梯、斜路、照明裝置及自動扶手梯)。

(b) 「批地文件」特別條款第(50)(a)條所指的分段行人路或行人道必須維持，以便：

(i) 連接「該地段」至「行人天橋」；

(ii) 於「批地文件」所夾附「圖則Ia」標明為"AM"及"AN"的位置連接「行人天橋」與忠孝街；及

(iii) 連接「行人天橋」與「行人隧道」。

「批地文件」特別條款第(50)(a)條所要求提供的分段行人路或行人道(連同該處附設的樓梯、斜路、照明裝置及自動扶手梯)以下統稱**「行人走道」**。

(d) 「承批人」須自費在「批地文件」同意批出的整個年期內提供和維持「行人走道」，以保持其狀況良好及修繕妥當，令「署長」滿意。

(e) 「承批人」應在「批地文件」同意批出的整個年期內：-

(i) 每日24小時保持依照「批地文件」特別條款第(50)(b)(i)條規定提供的行人道開放，免費供公眾人士暢通無阻地步行或乘坐輪椅使用；

(ii) 每日24小時保持依照「批地文件」特別條款第(50)(b)(ii)條規定提供的行人道開放，免費供公眾人士暢通無阻地步行或乘坐輪椅使用；及

(iii) 保持依照「批地文件」特別條款第(50)(b)(iii)條規定提供的行人道開放，免費供公眾人士於何文田站運作期間暢通無阻地步行或乘坐輪椅使用。

(f) 「政府」、其人員、代理、承辦商、工人及經其妥善授權的其他人員現以無需支出及付費形式獲保留：-

(i) 佔用「該地段」一個或多個部分的所有必要權利，以及通行、進出及往返「該地段」，以便設計、建造、接駁、管理、保養、修理和維修「行人天橋」及執行必要的地盤勘探及測量工程之所有必要權利；及

(ii) 有權將「行人天橋」接駁到「行人天橋連接段及支承件」(就「批地文件」特別條款第(50)(i)(i)條所定義)。

(h) (i) 「行人走道」除用於銜接及連貫「行人天橋」和供所有公眾人士步行或乘坐輪椅通行以往返「行人天橋」外，不可作任何其他用途。

(ii) 「承批人」不可使用或允許或容忍他人使用「行人走道」及「行人天橋」外部或內部任何部分作廣告用途或陳列任何類型招牌、告示或海報，除非「署長」批准或規定則屬例外。

(iii)「承批人」不可在「行人走道」及「行人天橋」內作出或允許或容忍他人在該處作出任何行為，以致或可能導致在「行人天橋」之下經過的任何人士或車輛或任何毗鄰或毗連的一個或多個地段或處所的任何擁有人或佔用人受到滋擾或騷擾，又或造成不便或損害。

(i) (i) 「承批人」須自費並以「署長」全面滿意的方式，在「該地段」內「署長」指定及批准的地點和樓層為「行人天橋」提供及維修特定規格的連接段及支承件(此等連接段及支承件以下簡稱**「行人天橋連接段及支承件」**)，以便行人通過「行人天橋」往來「行人走道」。

(ii) 於「批地文件」同意批出的整個年期內，「政府」獲例外及保留「行人天橋」從「行人走道」和「行人天橋連接段及支承件」獲得支撐及接駁的所有權利。

(j) (i) 如「該地段」或其任何部分進行任何重建，以致需要拆卸「行人天橋」而重新興建一條或多條行人天橋，「承批人」須承擔「政府」因拆卸「行人天橋」或其任何一個或多個部分以及重建和完成相關一條或多條新行人天橋所招致的費用，有關金額由「署長」釐定，其決定將為最終決定並對「承批人」有約束力。

(ii) 如「該地段」或其任何部分進行任何重建，以致需要拆卸「行人走道」和「行人天橋連接段及支承件」或其任何部分，「承批人」須在「署長」指定的期限內自費並以「署長」滿意的方式，按照「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、走線和位置建造及完成新的行人走道和新的行人天橋連接段及支承件以作替換。

(iii)「政府」、「署長」及其人員、承辦商、代理及經其妥善授權的任何人等有權隨時無需支出的情況下，不論攜帶工具、設備、機器、機械或駕車與否，自由通行、進出、往返和行經「該地段」或其任何部分或該處任何已建或擬建的一座或多座建築物或構築物，以便拆卸「行人天橋」及建造一條或多條新的行人天橋和將新的行人天橋連接至「承批人」依照「批地文件」特別條款第(50)(j)(ii)條規定新建的行人走道和新建的行人天橋連接段及支承件，其後並須保養及維修此等一條或多條新建行人天橋，以及檢驗新建行人走道和新建行人天橋連接段及支承件。

(II) 公契的相關條文

「主公契」B部分「行人走道」、「行人天橋」及「行人天橋連接段及支承件」的定義

「**行人走道**」統稱指「政府批地文件」特別條款第(50)(b)條所指和定義之「行人走道」，指需於「該土地」內提供整個位於「沙中綫部分」內的分段行人路或行人道(連同附屬的樓梯、斜路、照明裝置及自動扶手梯)。

「**行人天橋**」指「政府批地文件」特別條款第(50)(a)(i)條所指和定義的「行人天橋」，在「批地文件」之日已建，並在夾附於「批地文件」的圖則Ia上以"FB"顯示以資識辨。

「**行人天橋連接段及支承件**」指「政府批地文件」特別條款第(50)(i)(i)條所指和定義，位於「沙中綫部分」內所需提供及維持的行人天橋連接段及支承件。

「主公契」第E節第(28)(d)(i)及(iii)條

(i) 「行人走道」除銜接及連貫「行人天橋」和供公眾步行或乘坐輪椅通行以進出往返「行人天橋」外，不得作任何其他用途。

(iii) 業主不可作出任何行為或允許或容忍他人在「行人走道」及「行人天橋」作出任何行為，以致或可能導致在「行人天橋」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

3. 「承批人」改道現存排水管後的新渠務專用範圍

根據「批地文件」特別條款第(72)(d)條，「承批人」須自費並以渠務署署長全面滿意的方式將現存排水管改道到新位置。

(I) 「批地文件」的相關條文

特別條款第(72)(d)條

(d) (i) 「承批人」須自費並以「渠務署署長」全面滿意的方式，將在「批地文件」所夾附「圖則Ia」上以綠色實線顯示的「渠務專用範圍」內現存排水管改道至「批地文件」所夾附「圖則Ia」上以綠色虛線顯示的新位置或「渠務署署長」全權酌情批准的其他位置(**「改道排水管」**，而將現存排水管改道的相關工程以下簡稱**「改道工程」**)。

(i) 改道工程完成後，

(I) 「渠務專用範圍」便不再存在；

(II) 「該地段」內改道排水管兩邊外側對開3米的範圍將指定為新的「渠務專用範圍」(**「新渠務專用範圍」**)；及

(III) 「批地文件」特別條款第(72)(a)至(c)條所載的規定適用於「新渠務專用範圍」，而此等「批地條款」所訂明「承批人」應就前述現存排水管和「渠務專用範圍」履行的責任將會終止及廢止。

(iii)「承批人」在展開改道工程之前，須事先向「渠務署署長」取得書面批准，並須採取所有必要的預防措施，確保改道工程不會影響「渠務專用範圍」內現存排水系統的運作。

(II) 公契的相關條文

「主公契」B部分「新渠務專用範圍」的定義

「**新渠務專用範圍**」指「政府批地文件」特別條款第(72)(d)(ii)(II)條所指和定義，改道排水渠(「批地文件」特別條款第(72)(d)(i)條所定義)兩邊外側對開3米的範圍。

「主公契」第E節第(29)條

(a) (i) 除非事先獲「署長」書面批准，「新渠務專用範圍」之上、跨過、之下、其上、其內或貫越不得搭建或建造任何建築物、構築物或地基或建築物或構築物的支撐物。

(ii) 儘管此分條款第(a)(i)條有所規定，只要在「新渠務專用範圍」上從地面水平向上延伸有不低於5.1米的高度之淨空間，業主可興建或擬建一座或多座建築物。就本條款而言，「署長」就何謂「新渠務專用範圍」的地面水平的決定為最終決定並對業主有約束力。

(b) 署長及其妥善授權的官員、承辦商或其工作人員有權在任何時間，不論攜同工具、設備、器材或駕車與否，自由進出、往返和行經「該土地」，以便鋪設、檢查、維修及保養任何在「新渠務專用範圍」內、之下、經過的排水渠、污水渠、水渠、水管設施及所有其他「署長」可能要求或授權的服務(以下統稱「**公共設施**」)。在「新渠務專用範圍」之內不可放置任何形式而會阻礙「公共設施」之暢通或引致過量排入之「公共設施」的物件或材料。

B. 根據「批地文件」規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施

1. 關於政府樓宇的項件

根據「批地文件」特別條款第(31)條，「承批人」須自費並以「署長」全面滿意的方式，在「批地文件」的整個年前內，維修有關「政府樓宇」的項件。

(I) 「批地文件」的相關條文

特別條款第(31)條

(a)「承批人」須在「批地文件」同意批出的整個年期內，自費以「署長」全面滿意的方式維修以下項目(以下簡稱「**項件**」)：-

(i) 「政府樓宇」的外部飾面和「政府樓宇」之內、周圍、其內、其上及其下所有牆、柱、樑、天花、天台樓板、行車道/地台樓板的結構及任何其他結構項件；

(ii) 所有供「政府樓宇」及「該地段」發展項目其餘部分使用的升降機、自動扶手梯及樓梯；

(iii) 構成供「政府樓宇」及「該地段」發展項目其餘部分使用的系統一部分之所有屋宇裝備裝置、機器及設備（包括但不限於手提及非手提式消防裝置設備）；

(iv) 「政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統；及

(v) 所有其他供「政府樓宇」及「該地段」發展項目其餘部分使用的公用部分及設施。

(b) 倘若因「承批人」對「項件」維修不善而招致或引起任何責任、損害、開支、索償、費用、索求、收費、訴訟及法律程序，「承批人」須向「政府」及「財政司司長法團」作出彌償，並且保持令其獲得彌償。

(c) 僅就「批地文件」特別條款第(31)條而言，「承批人」之定義不包括「財政司司長法團」。

(II) 公契的相關條文

「主公契」B部分「屋苑公用地方」,「屋苑公用服務與設施」,「政府樓宇」,「屋苑內項件」及「車站內項件」的定義

「**屋苑公用地方**」指擬供「屋苑」各「業主」享用而非任何個別「期數」一名或多名「業主」專享的「屋苑」部分，包括但不限於「屋苑內項件」(如有)、行車道、斜路、業主委員會辦事處、護牆、結構牆及柱、地基及建於「屋苑」上供多於一個「期數」使用的建築物之其他結構件，以及「屋苑」並非供個別「期數」任何一名或多名「業主」專享的所有其他公眾地方，但不包括構成個別「期數」「公用地方」一部分而現已或將會於該「期數」的「副公契」或「分副公契」或「分割契約」指定的地方。「屋苑公用地方」將在專為任何「期數」訂立的「副公契」或「分副公契」或「分割契約」所夾附的圖則內更具體註明，並會根據主公契L節第7條備存於「屋苑」管理處。

「**屋苑公用服務與設施**」指現已或將會在「屋苑」之內、其上或其下建造的服務與設施，供「屋苑」整體使用而非個別「期數」任何一名或多名「業主」專享，其中包括但不限於「屋苑內項件」(如有)、電線、電纜、電力裝置、配件、設備、器具，以及供「屋苑」使用或安裝於「屋苑」內或作為生活便利設施的一部分以供「屋苑」享用而非供任何個別「期數」一名或多名「業主」專享的任何其他裝置、系統、機器、服務及設施，但不包括屬於個別「期數」「公用服務與設施」一部分而現已或將會在該「期數」的「副公契」或「分副公契」或「分割契約」指定的服務與設施。

「**政府樓宇**」指根據「批地文件」特別條款第(20)條作為「發展項目」一部份在地盤A興建的垃圾收集站(該樓宇包括固定照明裝置、通風裝置、排氣管道及道路/樓面，但不包括升降機、自動扶手梯、樓梯、機器、設備及「署長」許可的其他非該處專用設施、牆、柱、樑、天花、天台樓板、行車道/地台樓板及任何其他結構件)連同「署長」絕對酌情決定以組成「批地文件」特別條款第(20)(a)條所定義的「政府樓宇」，其專用的任何其他區域、設施、服務及裝置。「政府樓宇」在主公契所夾附經認可人士核證其準確性的圖則以淺紫色顯示，僅供識別。

「**屋苑內項件**」指(i)服務「政府樓宇」及「發展項目」其餘部分的所有升降機、自動扶手梯及樓梯；(ii)所有服務「政府樓宇」及「發展項目」其餘部分的系統一部份的大廈服務裝置、機器和設備(包括但不限於手提式及非手提式消防裝置器材)；及(iii)所有其他「批地文件」特別條款第(31)(a)條所指的服務「政府樓宇」及「發展項目」其餘部分的公用部分及設施。

「**車站內項件**」指(i)「政府樓宇」的外飾面和「政府樓宇」之內、周圍、其上及其下所有牆、柱、樑、天花、天台樓板、行車道/地台樓板的結構和任何其他結構項件；及(ii)「批地文件」特別條款第(31)(a)條所指「政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統。

「主公契」E部分條款第(9)(b)條

「屋苑」「單位」「業主」(作為「政府樓宇業主」的「財政司司長法團」除外)應透過管理人負責修理、管理及維修「屋苑內項件」(如有),倘若因不修理、管理及維修「屋苑內項件」(如有)而招致或引起任何責任、索償、費用、開支、收費、訴訟、法律程序、申索及索求,則須向財政司司長法團和政府做出賠償。

「主公契」I部分條款第(1)(b)(xii)及(xxxiv)條

在毋損前文之一般規定,管理人將具有以下各項權力及職責:

...

(xii) 根據主公契E部分第(9)(b)條及第(27)條規定(視乎情況而定),須負責保養、管理及保持「屋苑內項件」(如有)及行人通道於修繕良好的狀態;

...

(xxxiv) 當「政府樓宇」的「業主」提出要求時,經理人將負責保養只供「政府樓宇」使用的裝備、設施與裝置,而「政府樓宇」的「業主」將償還「經理人」由於執行此等保養工程而引致的費用,條件是「經理人」首先須向「政府樓宇」的「業主」提交費用預算連同佐證文件和「政府樓宇」的「業主」認為必需的任何其他有關資料,經「政府樓宇」的「業主」書面批准該預計開支及「經理人」將進行的保養工程後,「經理人」才能開始上述保養工程。

「主公契」J部分條款第(1)(n)條

經理人因管理「屋苑」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支,包括但不限於以下各項,此等費用由「屋苑」「業主」按照主公契所訂方式支付(作為「政府樓宇」的「業主」的「財政司司長法團」除外):

(n) 保養、維修和操作「屋苑內項件」(如有)及行人通道的費用。

2. 通行何文田站

根據「批地文件」特別條款第(42)條,「承批人」須允許公眾人士在何文田站運作時間期間自由、無需作任何形式的付費,步行或乘坐輪椅進入和行經「該地段」任何一個或多個部分,以及「承批人」就此指定的任何建築物、構築物及架建物之內、其下、穿越、其上或跨越該處,以作進出何文田站的用途。

(I) 「批地文件」的相關條文

特別條款第(42)條

「承批人」須在「批地文件」同意批出的整個年期內,允許公眾人士在何文田站運作時間期間自由、無需作任何形式的付費,步行或乘坐輪椅進入和行經「該地段」任何一個或多個部分以作一切合法目的,以及「承批人」就此指定的任何建築物、構築物及架建物之內、其下、穿越、其上或跨越該處,以作進出何文田站的用途。

(II) 公契的相關條文

「主公契」B部分「車站」,「港鐵部分」及「沙中綫部分」的定義

「**車站**」指「政府批地文件」特別條款第(32)(a)條內所定義之「何文田站」,並在「沙中綫部分轉讓契約」第一附表第III部分中更具體地描述。

「**港鐵部分**」指「政府批地文件」特別條款第(1)(c)條內所定義之「港鐵部分」,並在「沙中綫部分轉讓契約」引言A中更具體地描述。

「**沙中綫部分**」指「政府批地文件」特別條款第(1)(d)條內所定義之「沙中綫部分」,並在「沙中綫部分轉讓契約」第一附表第I部分中更具體地描述。

「主公契」第E節第(26)條

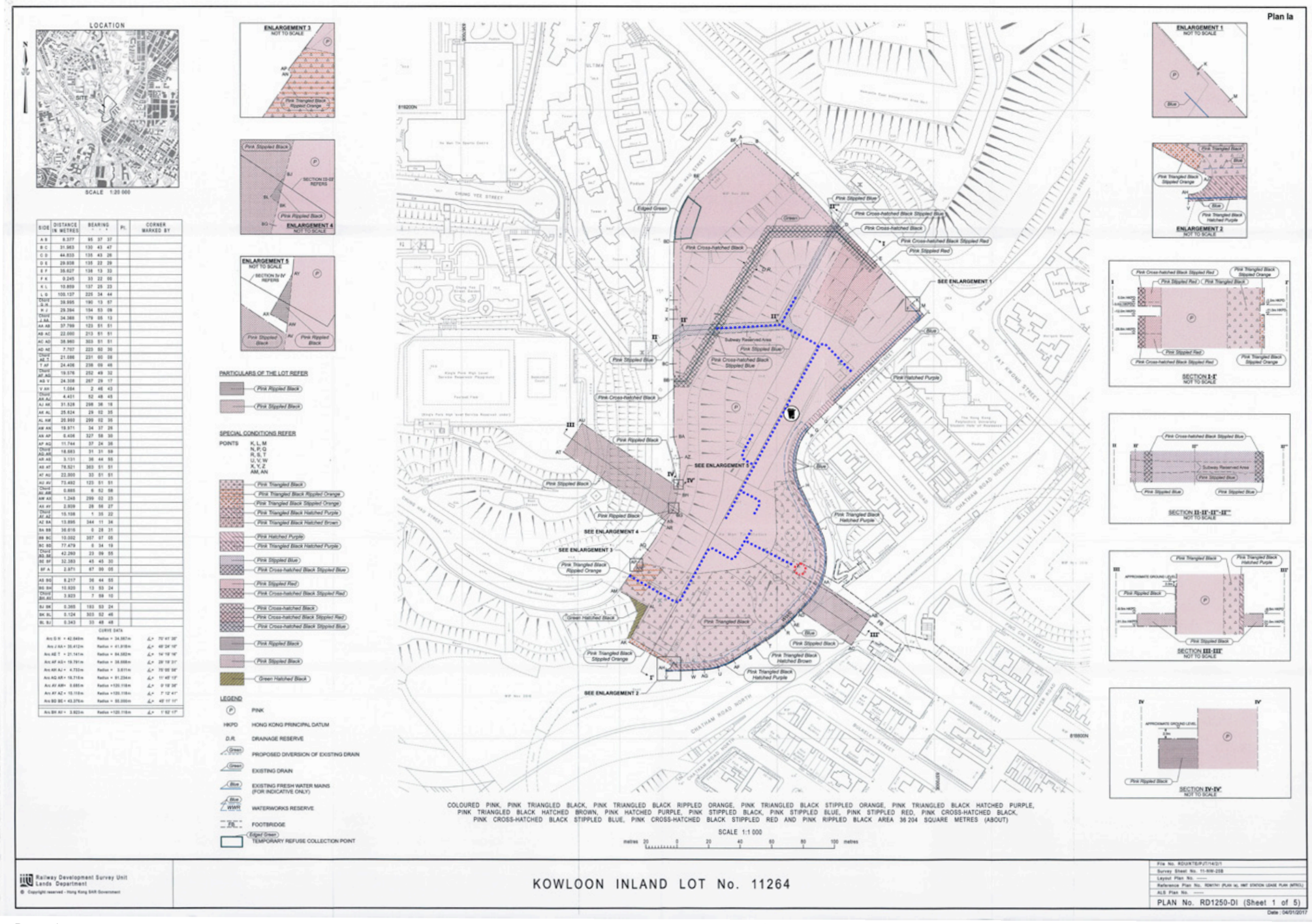
「業主」須於餘下的批租期內在「車站」的營運時間內准許公眾人士以步行或輪椅方式自由及毋須以任何方式付費進入及行經「該土地」的一個或多個部分(不包括「政府樓宇」),及其上由「港鐵部分」及/或「沙中綫部分」「業主」指定的任何的建築物、構築物及搭建物之內、其下、穿越、其上或跨越該處,藉此進出「車站」作一切合法用途。

C. 根據「批地文件」規定須由發展項目中的住宅物業的擁有人出資管理,營運或維持以供公眾使用的任何休憩用地

不適用。

D. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章,附屬法例F)第22(1)條而撥供公眾用途的任何部分

不適用。



Remark:
This plan is a reproduction of Plan Ia as annexed to the Land Grant, with adjustments where necessary, which shows the location of the relevant public facilities.

備註：
此圖複製附於「批地文件」的圖則Ia，有需要處經修正處理，以顯示相關公共設施的位置。

Legend 圖例



Pink Rippled Black 粉紅色加黑波紋



Pink Stippled Black 粉紅色加黑點



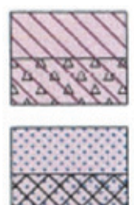
Pink Triangled Black 粉紅色加黑三角

Pink Triangled Black Rippled Orange 粉紅色加黑三角加橙波紋

Pink Triangled Black Stippled Orange 粉紅色加黑三角加橙點

Pink Triangled Black Hatched Purple 粉紅色加黑三角間紫斜線

Pink Triangled Black Hatched Brown 粉紅色加黑三角間啡斜線



Pink Hatched Purple 粉紅色加紫斜線

Pink Triangled Black Hatched Purple 粉紅色加黑三角間紫斜線

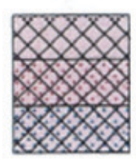
Pink Stippled Blue 粉紅色加藍點

Pink Crossed-hatched Black Stippled Blue 粉紅色間黑交叉斜線加藍點



Pink Stippled Red 粉紅色加紅點

Pink Crossed-hatched Black Stippled Red 粉紅色間黑交叉斜線加紅點



Pink Cross-hatched Black 粉紅色間黑斜線

Pink Cross-hatched Black Stippled Red 粉紅色間黑交叉斜線加紅點

Pink Cross-hatched Black Stippled Blue 粉紅色間黑交叉斜線加藍點



Green Hatched Black 綠色間黑斜線



PINK 粉紅色



HONG KONG PRINCIPAL DATUM 香港主水平基準



DRAINAGE RESERVE (UNDER HO MAN TIN STATION LEASE PLAN)
渠務專用範圍(根據何文田站租契圖則)



PROPOSED DIVERSION OF EXISTING DRAIN 建議現有排水渠改道



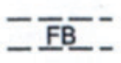
EXISTING DRAIN 現存排水渠



EXISTING FRESH WATER MAINS (FOR INDICATION ONLY)
現存食水總喉(只作示意)



WATERWORKS RESERVE 水務專用範圍



FOOTBRIDGE 行人天橋



TEMPORARY REFUSE COLLECTION POINT 臨時垃圾站



FOOTBRIDGE CONNECTIONS AND SUPPORTS 行人天橋連接段及支承件



GOVERNMENT ACCOMMODATION (REFUSE COLLECTION POINT)
政府樓宇(垃圾收集站)

PEDESTRIAN WALKWAY
行人通道

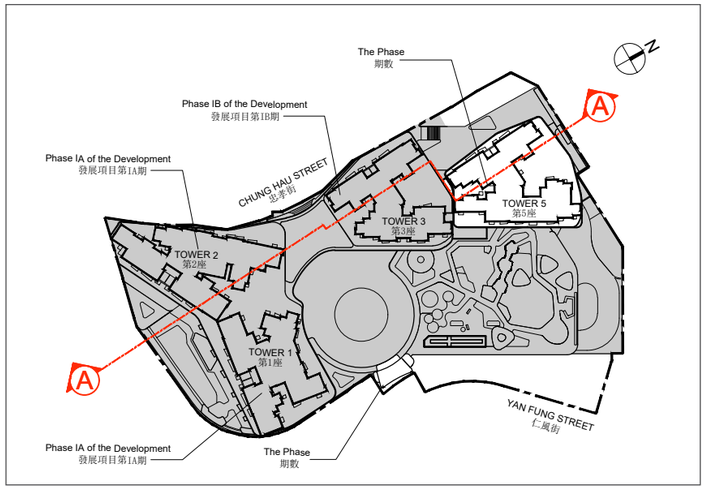
18 WARNING TO PURCHASERS
對買方的警告

1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser:
   (i) that firm may not be able to protect the purchaser's interests; and
   (ii) the purchaser may have to instruct a separate firm of solicitors.
4. In the case of paragraph 3(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.

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

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

Key Plan 索引圖



Note:
^Phase I of Ho Man Tin Station Property Development is situated at "Site B" of Kowloon Inland Lot No.11264. Its Chinese name is "瑜一" and its English name is "IN ONE". Phase IC forms part of Phase I "IN ONE". Phase IC comprises Tower 5 (5A & 5B).

備註：
^何文田站物業發展項目的第I期，位於九龍內地段第11264號之「地盤B」，中文名稱為「瑜一」，英文名稱為"IN ONE"。第IC期為第I期「瑜一」其中之一個期數。第IC期包括第5座(5A及5B)。

Tower 5 (5A & 5B)
第5座（5A及5B）

	Upper Roof 頂層天台	
	Generator Room 發電機房	
	Lift Machine Room 升降機機房	
	Roof 天台	
28/F	Residential Units	住宅單位
27/F	Residential Units	住宅單位
26/F	Residential Units	住宅單位
25/F	Residential Units	住宅單位
23/F	Residential Units	住宅單位
22/F	Residential Units	住宅單位
21/F	Residential Units	住宅單位
20/F	Residential Units	住宅單位
19/F	Residential Units	住宅單位
18/F	Residential Units	住宅單位
17/F	Residential Units	住宅單位
16/F	Residential Units	住宅單位
15/F	Residential Units	住宅單位
12/F	Residential Units	住宅單位
11/F	Residential Units	住宅單位
10/F	Residential Units	住宅單位
9/F	Residential Units	住宅單位
8/F	Residential Units	住宅單位
7/F	Residential Units	住宅單位
6/F	Residential Units	住宅單位
5/F	Residential Units	住宅單位
3/F	Residential Units	住宅單位
2/F	Residential Units	住宅單位
1/F	Residential Units	住宅單位

Legend 圖例

- Boundary of Site B^ of Kowloon Inland Lot No. 11264
  九龍內地段第11264號地盤B^的界線
- Dotted line denotes level of the lowest residential floor
  虛線為最低住宅樓層水平
- ▽ Height (in metres) above the Hong Kong Principal Datum
  香港主水平基準以上高度(米)
- EVA Emergency Vehicular Access
  緊急車輛通道

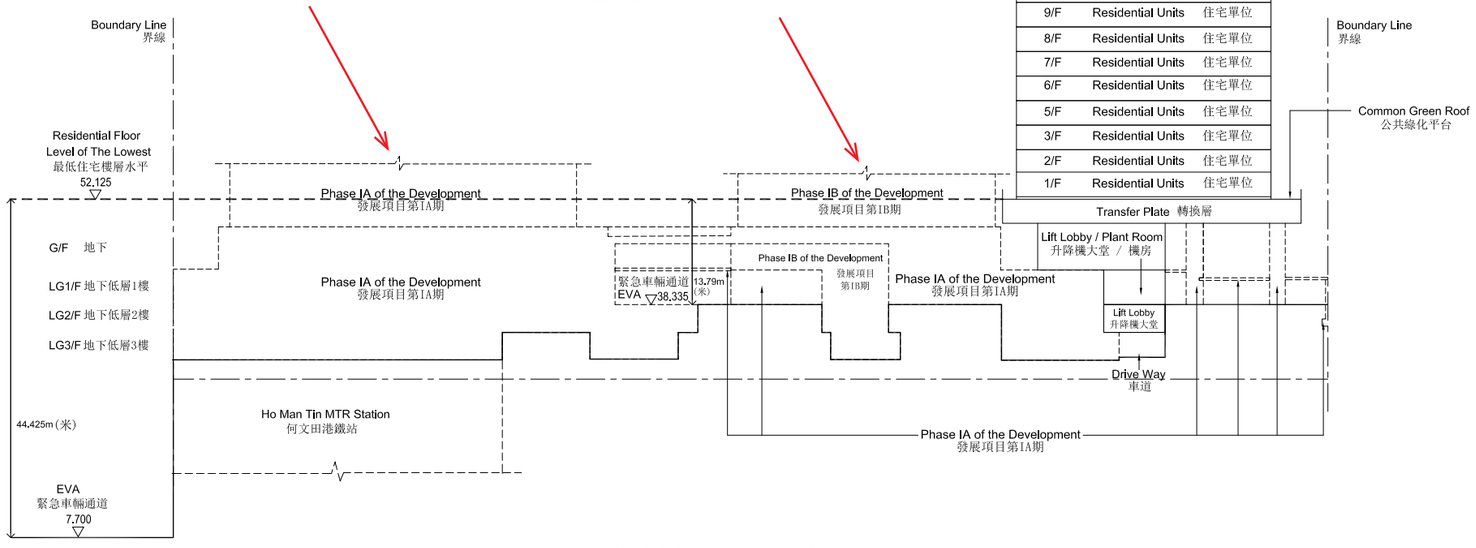
The part of EVA adjacent to Tower 5 (5A & 5B) at lower ground 1st floor is 38.335 metres above the Hong Kong Principal Datum.
毗連第5座(5A及5B)的一段緊急車輛通道於地下低層1樓為香港主水平基準以上38.335米。

The part of EVA adjacent to Tower 5 (5A & 5B) is 7.700 metres above the Hong Kong Principal Datum.
毗連第5座(5A及5B)的一段緊急車輛通道為香港主水平基準以上7.700米。

Note:
備註：
1. This cross-section plan is not drawn to scale.
   此橫截面圖並非按照比例繪圖。

The dotted line does not represent or reflect the actual height, shape or external appearance of the residential tower(s) in Phase IA of the Development.
此虛線並不代表或反映發展項目第IA期住宅大廈的實際高度、外形或外觀。

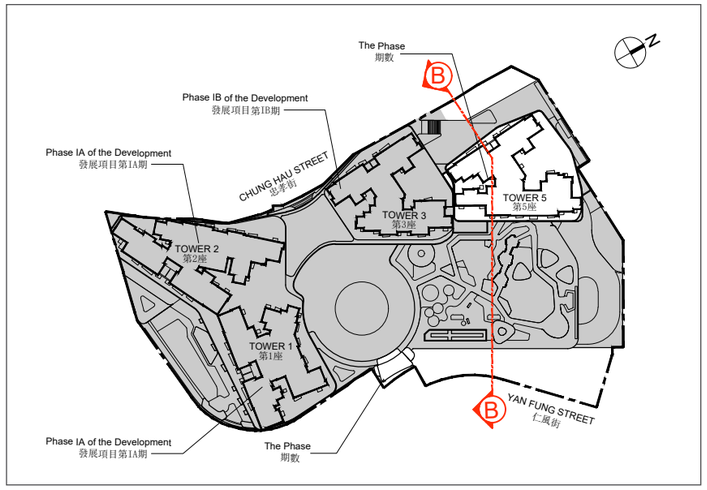
The dotted line does not represent or reflect the actual height, shape or external appearance of the residential tower(s) in Phase IB of the Development.
此虛線並不代表或反映發展項目第IB期住宅大廈的實際高度、外形或外觀。



CROSS SECTION PLAN A
橫截面圖 A

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

Key Plan 索引圖



Legend 圖例

−·—·− Boundary of Site B^ of Kowloon Inland Lot No. 11264
九龍內地段第11264號地盤B^的界線

– – – – – Dotted line denotes level of the lowest residential floor
虛線為最低住宅樓層水平

▽ Height (in metres) above the Hong Kong Principal Datum
香港主水平基準以上高度(米)

EVA Emergency Vehicular Access
緊急車輛通道

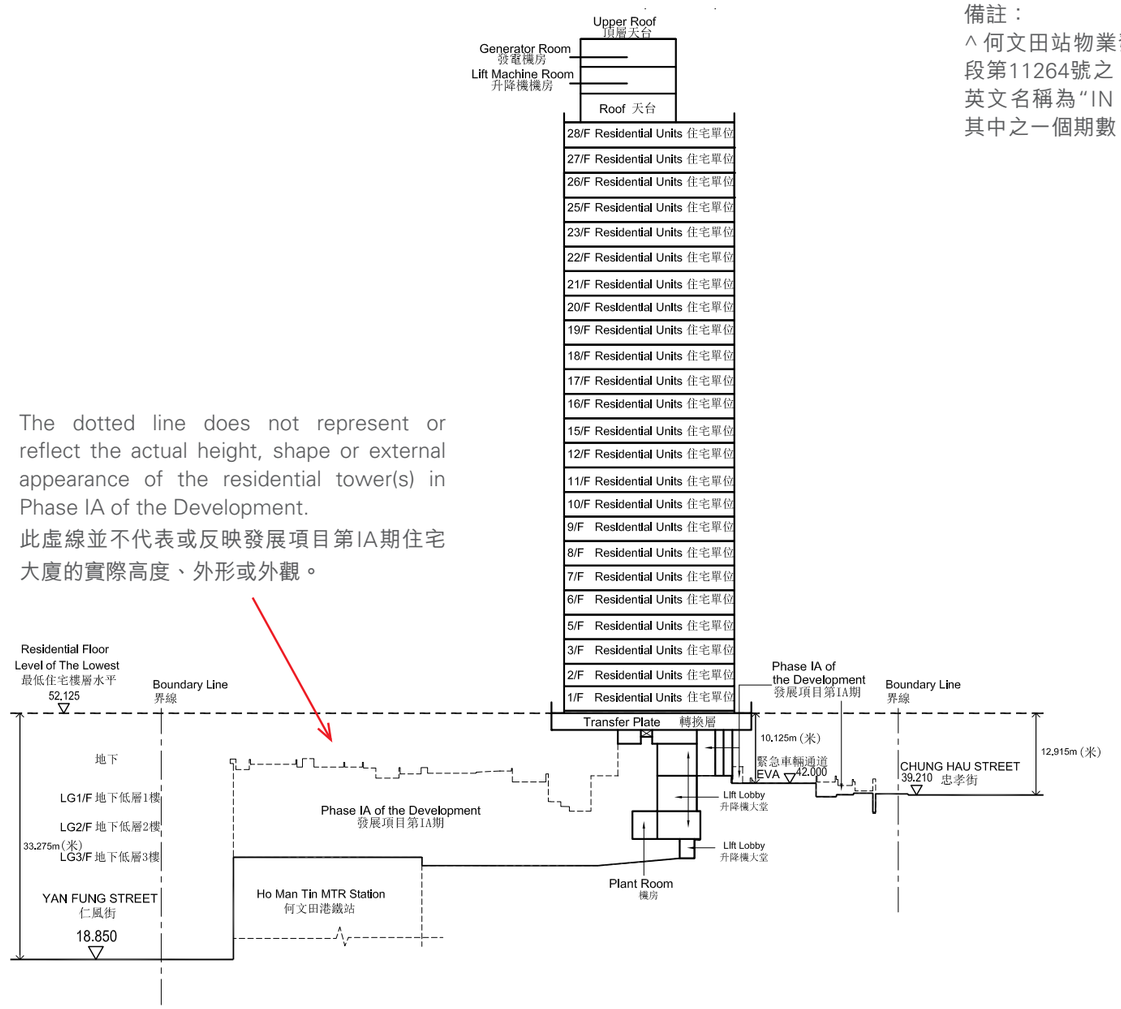
The part of Yan Fung Street adjacent to Tower 5 (5A & 5B) is 18.850 metres above the Hong Kong Principal Datum.
毗連第5座(5A及5B)的一段仁風街為香港主水平基準以上18.850米。

The part of Chung Hau Street adjacent to Tower 5 (5A & 5B) is 39.210 metres above the Hong Kong Principal Datum.
毗連第5座(5A及5B)的一段忠孝街為香港主水平基準以上39.210米。

The part of EVA adjacent to Tower 5 (5A & 5B) at ground floor is 42.000 metres above the Hong Kong Principal Datum.
毗連第5座(5A及5B)的一段緊急車輛通道於地下為香港主水平基準以上42.000米。

Note:
備註：
1. This cross-section plan is not drawn to scale.
此橫截面圖並非按照比例繪圖。

Tower 5 (5A & 5B)
第5座（5A及5B）



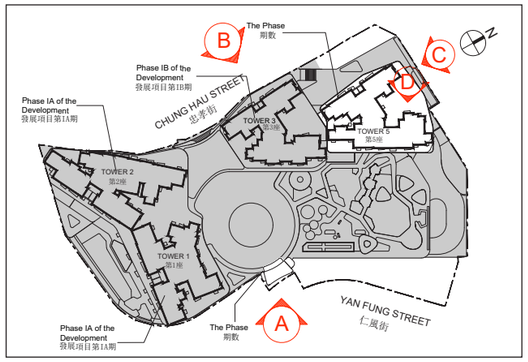
The dotted line does not represent or reflect the actual height, shape or external appearance of the residential tower(s) in Phase IA of the Development.
此虛線並不代表或反映發展項目第IA期住宅大廈的實際高度、外形或外觀。

CROSS SECTION PLAN B
橫截面圖 B

Note:
^Phase I of Ho Man Tin Station Property Development is situated at "Site B" of Kowloon Inland Lot No.11264. Its Chinese name is "瑜一" and its English name is "IN ONE". Phase IC forms part of Phase I "IN ONE". Phase IC comprises Tower 5 (5A & 5B).

備註：
^何文田站物業發展項目的第I期，位於九龍內地段第11264號之「地盤B」，中文名稱為「瑜一」，英文名稱為"IN ONE"。第IC期為第I期「瑜一」其中之一個期數。第IC期包括第5座(5A及5B)。

Key Plan 索引圖



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 15 January 2025 and the approved phasing plans for the Phase as of 24 April 2024; and

(2) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖所顯示的立面：

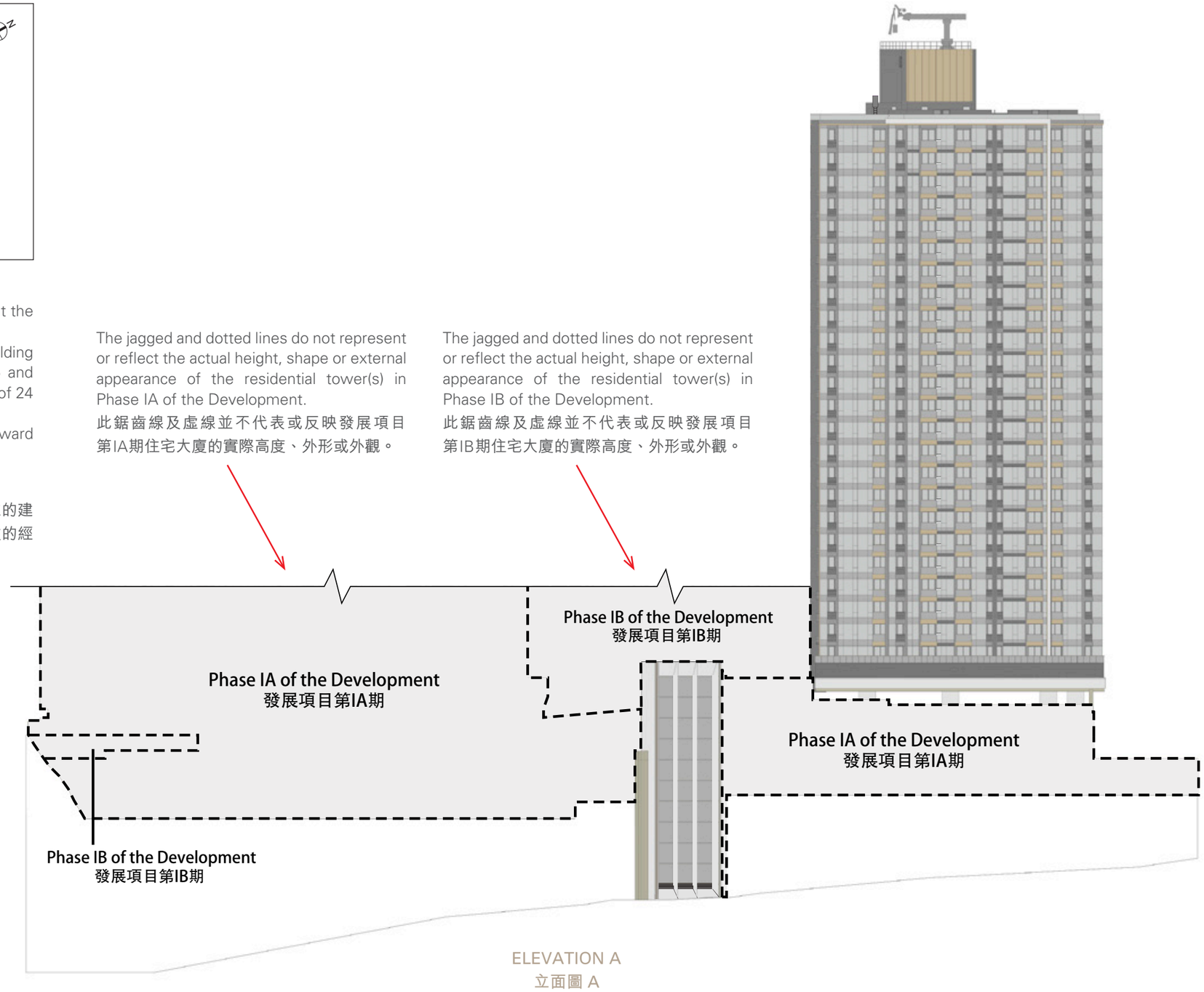
(1) 以2025年1月15日的情況為準的期數的經批准的建築圖則及以2024年4月24日的情況為準的期數的經批准的期數圖則為基礎擬備；及

(2) 大致上與期數的外觀一致。

The jagged and dotted lines do not represent or reflect the actual height, shape or external appearance of the residential tower(s) in Phase IA of the Development.
此鋸齒線及虛線並不代表或反映發展項目第IA期住宅大廈的實際高度、外形或外觀。

The jagged and dotted lines do not represent or reflect the actual height, shape or external appearance of the residential tower(s) in Phase IB of the Development.
此鋸齒線及虛線並不代表或反映發展項目第IB期住宅大廈的實際高度、外形或外觀。

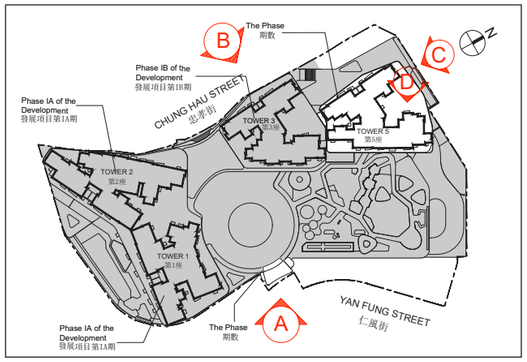
Tower 5 (5A & 5B)
第5座（5A及5B）



ELEVATION A
立面圖 A

20 ELEVATION PLAN
立面圖

Key Plan 索引圖



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 15 January 2025 and the approved phasing plans for the Phase as of 24 April 2024; and

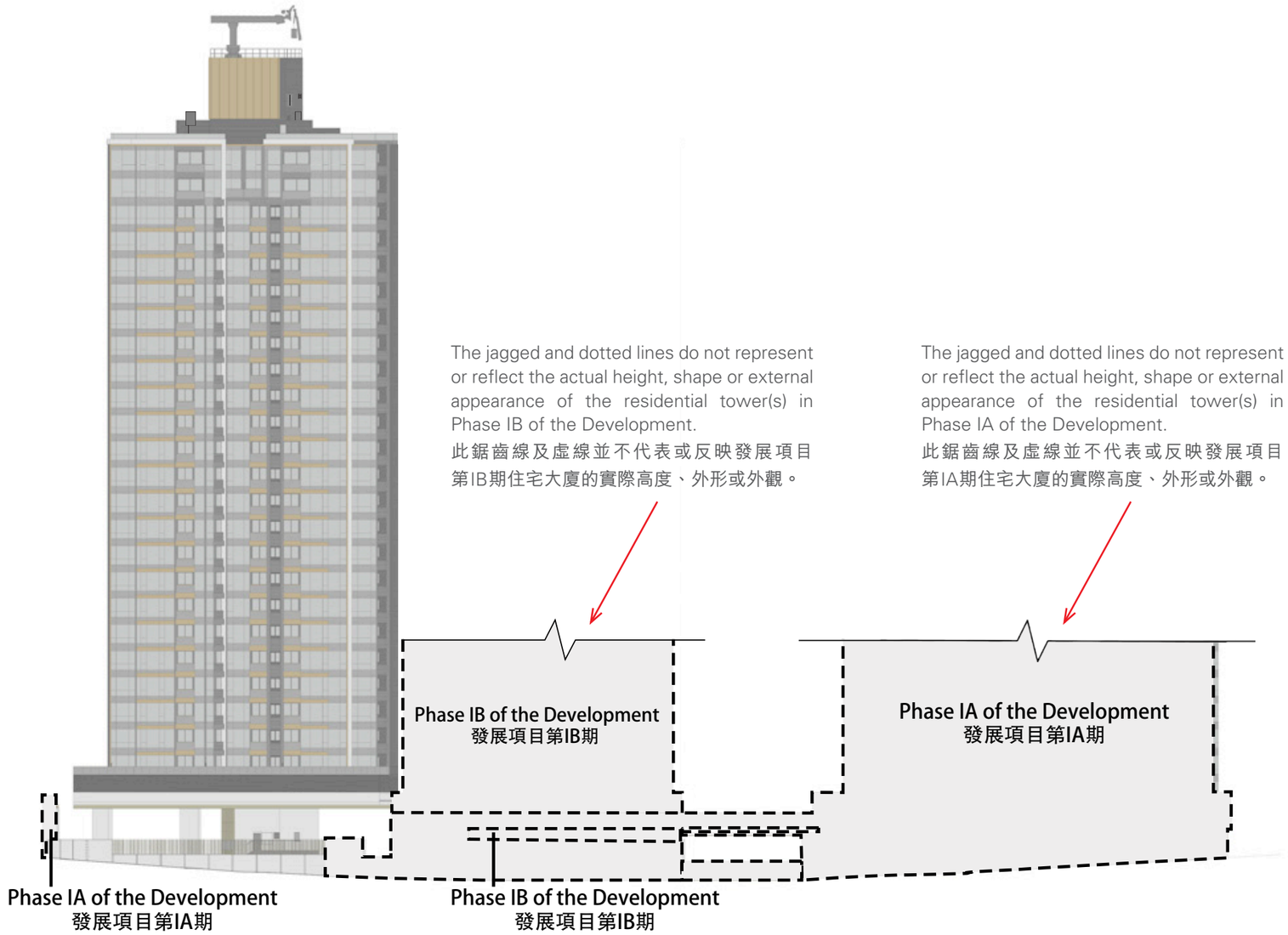
(2) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖所顯示的立面：

(1) 以2025年1月15日的情況為準的期數的經批准的建築圖則及以2024年4月24日的情況為準的期數的經批准的期數圖則為基礎擬備；及

(2) 大致上與期數的外觀一致。

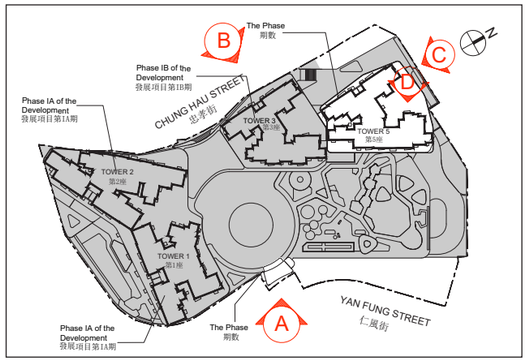
Tower 5 (5A & 5B)
第5座（5A及5B）



ELEVATION B
立面圖 B

20 ELEVATION PLAN 立面圖

Key Plan 索引圖



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 15 January 2025 and the approved phasing plans for the Phase as of 24 April 2024; and

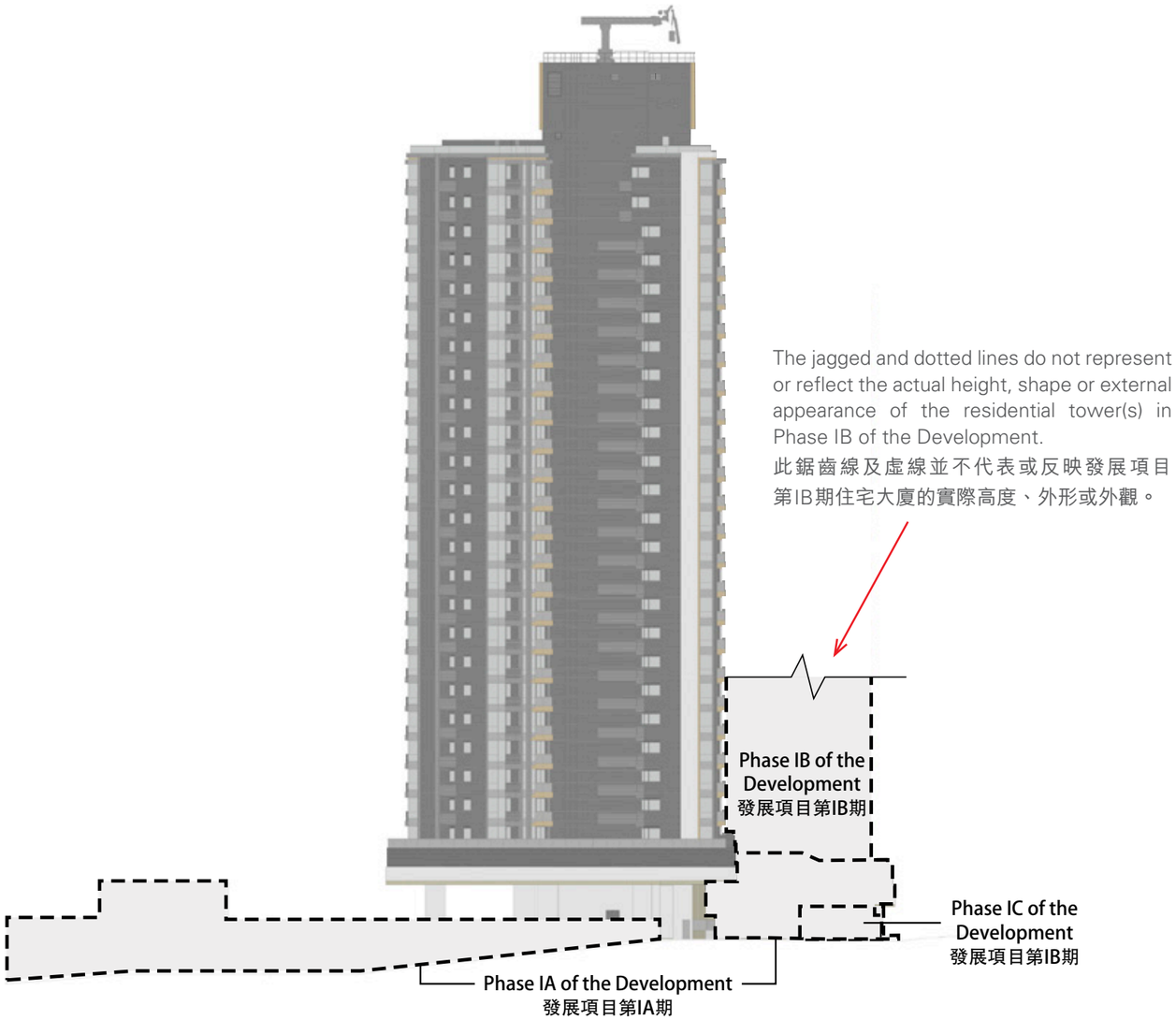
(2) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖所顯示的立面：

(1) 以2025年1月15日的情況為準的期數的經批准的建築圖則及以2024年4月24日的情況為準的期數的經批准的期數圖則為基礎擬備；及

(2) 大致上與期數的外觀一致。

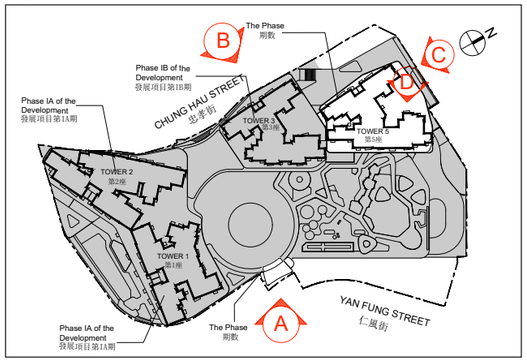
Tower 5 (5A & 5B)
第5座（5A及5B）



ELEVATION C
立面圖 C

20 ELEVATION PLAN
立面圖

Key Plan 索引圖



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 20 November 2023 and the approved phasing plans for the Phase as of 24 April 2024; and

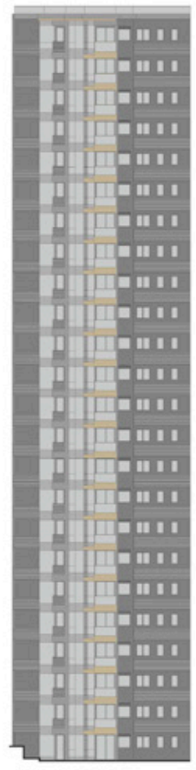
(2) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖所顯示的立面：

(1) 以2023年11月20日的情況為準的期數的經批准的建築圖則及以2024年4月24日的情況為準的期數的經批准的期數圖則為基礎擬備；及

(2) 大致上與期數的外觀一致。

Tower 5 (5A & 5B)
第5座（5A及5B）



ELEVATION D
立面圖 D

Common Facilities 公用設施	Floor 樓層		Area 面積		Total Area 總面積	
			sq. m 平方米	sq. ft 平方呎	sq. m 平方米	sq. ft 平方呎
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)	G/F 地下	Covered 有上蓋	-	-	-	-
		Uncovered 沒有上蓋	-	-		
	LG1/F 地下低層1樓	Covered 有上蓋	-	-		
		Uncovered 沒有上蓋	-	-		
	LG2/F 地下低層2樓	Covered 有上蓋	-	-		
		Uncovered 沒有上蓋	-	-		
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as a communal sky garden or otherwise) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱)	1/F 1樓	Covered 有上蓋	-	-	367.938	3960
		Uncovered 沒有上蓋	148.838	1602		
	G/F 地下	Covered 有上蓋	-	-		
		Uncovered 沒有上蓋	219.100	2358		
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)	LG1/F 地下低層1樓	Covered 有上蓋	-	-	-	-
		Uncovered 沒有上蓋	-	-		
	LG2/F 地下低層2樓	Covered 有上蓋	-	-		
		Uncovered 沒有上蓋	-	-		
	LG3/F 地下低層3樓	Covered 有上蓋	-	-		
		Uncovered 沒有上蓋	-	-		

Remarks:

1. Areas in square metres as specified above are based on the latest approved building plans.
2. The areas as specified above in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest interger; therefore may be slightly different from the area presented in square metres.
3. The other clubhouse(s) and recreational facilities which will be provided in Phase IA and Phase IB of the Development may not be available for use at the time of handover of the residential properties in the Phase. The clubhouse(s) and recreational facilities located respectively in Phase IA and Phase IB of the Development are provided for the common use of all the residents of the Phase, Phase IA and Phase IB of the Development.

備註：

1. 上述所列以平方米顯示之面積乃依據最新的經批准的建築圖則。
2. 以上以平方呎列出的面積是以1平方米=10.764平方呎計算，並四捨五入至整數，因此與以平方米表述之面積可能有些微差異。
3. 其他將設於發展項目的第IA期及第IB期的會所及康樂設施，在期數的住宅物業入伙時未必能即時使用。分別位於發展項目的第IA期及第IB期的會所及康樂設施是供期數及發展項目的第IA期及第IB期的所有住客共同使用的。

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: www.ozp.tpb.gov.hk.
2. (a) A copy of the latest draft of every deed of mutual covenant in respect of the specified residential properties as at the date on which the specified residential properties are offered to be sold is available for inspection at the place at which the specified residential properties are offered to be sold.

   (b) The inspection is free of charge.

1. 備有關乎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。

1. EXTERIOR FINISHES	
Item	Description
(a) External wall	Finished with tiles, aluminium cladding, stone cladding, glass balustrade, metal balustrade, metal grille, metal & plastic louvre and paint.
(b) Window	Aluminum window frames fitted with clear Insulated Glass Units (IGU) for all windows in Living Room, Dining Room, Master Bedroom and Bedroom except for the flats listed below fitted with acid etched tinted tempered glass: **Dining Room of Flat A on 1/F of Tower 5 (5A);** **Dining Room of Flat C on 1/F of Tower 5 (5A);** **Dining Room of Flat A on 1/F of Tower 5 (5B).** Aluminum window frames fitted with tinted tempered glass for all windows in Kitchen and Store (if any) except for the flats listed below fitted with acid etched tinted tempered glass: **Kitchen of Flat A on 1/F of Tower 5 (5A).** Aluminium window frames fitted with acid etched tinted tempered glass for all windows in Bathroom and Master Bathroom (if any).
(c) Bay window	Not applicable.
(d) Planter	Not applicable.
(e) Verandah or balcony	Balconies are covered and provided with metal framed balustrade with laminated clear glass infill and aluminium top rail. Floor is finished with tiles. Wall is finished with tiles. Ceiling is finished with paint and aluminium ceiling except for balconies of flats listed below with Enhanced Acoustic Baffle (baffle type) with aluminum ceiling and acoustic absorption material: **Flats A, B & C on 2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 27/F of Tower 5 (5A);** **Flat B on 28/F of Tower 5 (5A).** No verandah is provided.
(f) Drying facilities for clothing	Not applicable.

1. 外部裝修物料	
細項	描述
(a) 外牆	鋪砌瓷磚、鋁飾板、石飾板、玻璃欄杆、金屬欄杆、金屬梳子、金屬及塑料百葉及油漆。
(b) 窗	客廳、飯廳、主人睡房及睡房之所有窗選用鋁窗框及雙層鑲透明中空玻璃，除以下單位選用鋁窗框鑲酸蝕有色磨砂強化玻璃： **第5座(5A)1樓A單位飯廳；** **第5座(5A)1樓C單位飯廳；** **第5座(5B)1樓A單位飯廳。** 廚房及儲物室之所有窗(如有)選用鋁窗框鑲有色強化玻璃，除以下單位選用鋁窗框鑲酸蝕有色磨砂強化玻璃： **第5座(5A)1樓A單位廚房。** 浴室及主人浴室所有窗(如有)選用鋁窗框鑲酸蝕有色磨砂強化玻璃。
(c) 窗台	不適用。
(d) 花槽	不適用。
(e) 陽台或露台	露台有蓋並裝設金屬框鑲夾層清玻璃的欄杆及鋁頂欄。 地台鋪砌瓷磚。 牆身鋪砌瓷磚。 天花髹油漆及設有鋁質天花，除以下單位之露台設有強效減音露台(擋音式)設有鋁質天花及吸音物料： **第5座(5A)2樓至3樓、5樓至12樓、15樓至23樓及25樓至27樓A、B及C單位；** **第5座(5A)28樓B單位。** 沒有陽台。
(f) 乾衣設施	不適用。

2. INTERIOR FINISHES	
Item	Description
(a) Lobby	**Main Entrance Lobbies of Towers on LG1/F & G/F** Wall finished with timber veneer, metal trim and natural stone to exposed surface. Floor finished with natural stone to exposed surface. Gypsum board false ceiling finished with stucco paint and timber panel. **Main Entrance Lobbies of Towers on LG2/F & LG3/F** Wall finished with timber veneer, metal trim and natural stone to exposed surface. Floor finished with natural stone to exposed surface. False ceiling finished with fire rated plastic laminate and gypsum board false ceiling finished with emulsion paint. **Lift Lobbies of Typical Residential Floors of Towers** Wall finished with timber veneer, natural stone, stucco paint panel and metal trim to exposed surface. Floor finished with tiles to exposed surface. Metal trim and reconstituted stone for Temporary Refuge Space (if any). Gypsum board false ceiling finished with emulsion paint, timber veneer and metal. **Lift Lobbies of 27/F - 28/F of Tower 5 (5A) Residential Floors of Towers** Wall finished with timber veneer, natural stone, vinyl panel and metal trim to exposed surface. Floor finished with natural stone to exposed surface. Gypsum board false ceiling finished with emulsion paint, stucco paint and metal trim. **Fireman's Lift Lobbies of Tower** Wall finished with tiles to exposed surface and up to false ceiling. Floor finished with tiles to exposed surface. Gypsum board finished with emulsion paint false ceiling. **Shuttle Lift Lobbies (MTR Station to Podium)** **Lower Ground 1 Floor** Wall finished with natural stone, timber veneer and metal to exposed surface. Floor finished with natural stone to exposed surface. Gypsum board false ceiling finished with emulsion paint, stucco paint and metal trim. **Lower Ground 2 Floor** Wall finished with timber veneer and metal trim to exposed surface. Floor finished with natural stone to exposed surface. Gypsum board false ceiling finished with emulsion paint, stucco paint and metal trim.

2. 室內裝修物料	
細項	描述
(a) 大堂	**大樓地下低層1樓及地下主入口大堂** 外露牆身鋪砌木飾面、金屬條及天然石材。 外露地台鋪砌天然石材。 裝設石膏板假天花髹藝術漆飾面及木飾面。 **大樓地下低層2樓及地下低層3樓主入口大堂** 外露牆身鋪砌木飾面、金屬條及天然石材。 外露地台鋪砌天然石材。 裝設防火膠板假天花及石膏板假天花髹乳膠漆飾面。 **大樓標準住宅層升降機大堂** 外露牆身鋪砌木飾面、天然石材、藝術漆飾面及金屬條。 外露地台鋪砌瓷磚。 臨時庇護處(如有)鋪砌金屬條及人造石。 裝設石膏板假天花髹乳膠漆、木飾面及金屬。 **大樓第5座(5A)27樓至28樓單位住宅層升降機大堂** 外露牆身鋪砌木飾面、天然石材、仿皮飾面及金屬條。 外露地台鋪砌天然石材。 裝設石膏板假天花髹乳膠漆、藝術漆飾面及金屬條。 **大樓消防員升降機大堂** 外露牆身鋪砌瓷磚至假天花。 外露地台鋪設瓷磚。 裝設石膏板假天花髹乳膠漆。 **穿梭升降機大堂(港鐵站至平台)** **地下低層1樓** 外露牆身鋪砌天然石材、木飾面及金屬。 外露地台鋪砌天然石材。 裝設石膏板假天花髹乳膠漆、藝術漆飾面及金屬條。 **地下低層2樓** 外露牆身鋪砌木飾面及金屬條。 外露地台鋪砌天然石材。 裝設石膏板假天花髹乳膠漆、藝術漆飾面及金屬條。

2. INTERIOR FINISHES	
Item	Description
(a) Lobby	**Lower Ground 5 Floor** Wall finished with natural stone, timber veneer and metal to exposed surface. Floor finished with natural stone to exposed surface. Gypsum board false ceiling finished with emulsion paint and stucco paint. **Lower Ground 6 Floor** Wall finished with natural stone, timber veneer and metal to exposed surface. Floor finished with natural stone to exposed surface. Metal trim and reconstituted stone for Temporary Refuge Space. Metal baffle false ceiling and gypsum board false ceiling finished with emulsion paint and stucco paint. **Carpark and Basement Floors (Lower Ground 2 Floor & Lower Ground 3 Floor)** Wall finished with natural stone, timber veneer and metal trim to exposed surface. Floor finished with natural stone to exposed surface. False ceiling finished with fire rated plastic laminate and gypsum board false ceiling finished with stucco paint.
(b) Internal wall and ceiling	**Internal wall** Living Room, Dining Room, Master Bedroom and Bedroom finished with plaster and emulsion paint except area covered by bulkhead (if any). For the following flats internal wall partially finished with plastic laminate and stainless steel dividing strip. **Flats B, C & D on 1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F of Tower 5 (5B).** **Ceiling** Living Room, Dining Room, Master Bedroom and Bedroom finished with plaster and emulsion paint to exposed surface. Living Room, Dining Room, Master Bedroom and Bedroom finished with gypsum board bulkhead with emulsion paint.
(c) Internal floor	**Living Room, Dining Room, Master Bedroom and Bedroom** Floor finished with engineered timber flooring with timber skirting. Natural stone border with stainless steel dividing strip along inner side of door opening to Balcony and Utility Platform.

2. 室內裝修物料	
細項	描述
(a) 大堂	**地下低層5樓** 外露牆身鋪砌天然石材、木飾面及金屬。 外露地台鋪砌天然石材。 裝設石膏板假天花髹乳膠漆及藝術漆飾面。 **地下低層6樓** 外露牆身鋪砌天然石材、木飾面及金屬。 外露地台鋪砌天然石材。 臨時庇護處鋪砌金屬條及人造石。 裝設金屬飾條假天花及石膏板假天花髹乳膠漆及藝術漆飾面。 **停車場及地庫樓層(地下低層2樓及地下低層3樓)** 外露牆身鋪砌天然石材、木飾面及金屬條。 外露地台鋪砌天然石材。 裝設防火膠板假天花及石膏板假天花髹藝術漆飾面。
(b) 內牆及天花板	**內牆** 客廳、飯廳、主人睡房及睡房批盪髹乳膠漆但不包括被假陣(如有)遮蓋之部份。 下列單位部份內牆身設膠板配不銹鋼分隔條。 **第5座(5B)1樓至3樓、5樓至12樓、15樓至23樓及25樓至28樓B、C及D單位。** **天花** 客廳、飯廳、主人睡房及睡房外露部分批盪髹乳膠漆。 客廳、飯廳、主人睡房及睡房設石膏板假陣髹乳膠漆。
(c) 內部地板	**客廳、飯廳、主人睡房及睡房** 地板鋪砌複合木地板及配以木牆腳線。 通道往露台及工作平台門户之室內地台圍邊部分鋪砌天然石材配不銹鋼分隔條。

2. INTERIOR FINISHES	
Item	Description
(d) Bathroom	Wall finished with tiles, plastic laminate and metal trim to exposed surface and up to false ceiling. Floor finished with tiles to exposed surface. Natural stone border is provided at shower area (if any). Door threshold finished with natural stone. Gypsum board false ceiling with emulsion paint. **Master Bathroom and Bathroom for the following flats:** **Flats A & B on 27/F - 28/F of Tower 5 (5A).** Wall finished with natural stone, plastic laminate and metal trim to exposed surfaces and up to false ceiling. Floor finished with natural stone to exposed surface. Natural stone border is provided at shower area (if any). Door threshold finished with natural stone. Aluminum panel false ceiling is provided.
(e) Kitchen	Wall finished with tiles exposed surface and up to false ceiling level. Floor finished with tiles to exposed surface. Door threshold finished with natural stone. Gypsum board false ceiling finished with emulsion paint and aluminum panel. Fitted with reconstituted stone countertop. **Open Kitchen for the following flats:** **Flats B, C & D on 1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F of Tower 5 (5B)** Wall finished with tiles and plastic laminate to exposed surface and up to false ceiling level. Natural stone border is provided at kitchen area with stainless steel dividing strip. Gypsum board false ceiling with emulsion paint. Fitted with reconstituted stone countertop. **Enclosed Kitchen for the following flats:** **Flats A and B on 27/F - 28/F of Tower 5 (5A)** Wall finished with natural stone to exposed surface and up to false ceiling level. Floor finished with natural stone to exposed surface. Door threshold finished with natural stone. Gypsum board false ceiling with emulsion paint, stucco paint and metal trim. Fitted with reconstituted stone countertop.

2. 室內裝修物料	
細項	描述
(d) 浴室	外露牆身鋪砌瓷磚、膠板及金屬條至假天花。 外露地台鋪砌瓷磚。 企缸範圍邊緣鋪砌天然石材邊飾(如有)。 門檻鋪砌天然石材。 裝設石膏板假天花髹乳膠漆。 **下列單位之主人浴室及浴室：** **第5座(5A)27樓至28樓A及B單位。** 外露牆身鋪砌天然石材、膠板及金屬條至假天花。 外露地台鋪砌天然石材。 企缸範圍邊緣鋪砌天然石材邊飾(如有)。 門檻鋪砌天然石材。 裝設鋁板假天花。
(e) 廚房	外露牆身鋪砌瓷磚至假天花。 外露地台鋪砌瓷磚。 門檻鋪砌天然石材。 裝設石膏板髹乳膠漆及鋁板假天花。 裝設人造石材枱面。 **下列單位設開放式廚房：** **第5座(5B)1樓至3樓、5樓至12樓、15樓至23樓及25樓至28樓B、C及D單位。** 外露牆身鋪砌瓷磚及膠板至假天花。 廚房範圍邊緣鋪砌天然石材邊飾配不銹鋼分隔條。 裝設石膏板假天花髹乳膠漆。 裝設人造石材枱面。 **下列單位設封閉式廚房：** **第5座(5A)27樓至28樓A及B單位。** 外露牆身鋪砌天然石材至假天花。 外露地台鋪砌天然石材。 門檻鋪砌天然石材。 裝設石膏板假天花髹乳膠漆、藝術漆面及金屬條。 裝設人造石材枱面。

3. INTERIOR FITTINGS	
Item	Description
(a) Doors	**Main Entrance of Residential Flats** Solid core fire rated single leaf timber door with timber door frame finished with timber veneer and fitted with lockset, concealed door closer, door hinges, smoke seal, door stop and eye viewer. Timber door with double leaf for the following flats: **Flats A & B on 27/F - 28/F of Tower 5 (5A).** Solid core fire rated double leaf timber door with timber door frame finished with timber veneer and fitted with lockset, concealed door closer, door hinges, smoke seal, door stop and eye viewer. **Kitchen** Solid core fire rated timber door with timber door frame finished with timber veneer, plastic laminate and fitted with fire rated glass vision panel with metal frame, lever handle, concealed door closer, door hinges, smoke seal and door stop. **Master Bedroom and Bedroom** Hollow core timber door with timber door frame finished with timber veneer and fitted with lockset, lever handle, door hinges and door stop. Sliding door with metal framed feature glass and fitted with handle and track set for the following flats: **Bedroom 3 of Flats A & B on 27/F - 28/F of Tower 5 (5A).** **Master Bathroom and Bathroom** Hollow core timber door with timber door frame finished with timber veneer and plastic laminate and fitted with lockset, lever handle, door hinges and door stop. Hollow core timber door with timber door frame finished with timber veneer and plastic laminate and fitted with lockset, lever handle, door hinges, door stop and timber louver for the following flats: **Bathroom of Flat B on 1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F of Tower 5 (5A);** **Bathroom of Flats B, C, D & F on 1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F of Tower 5 (5B);** **Bathroom of Flat B on 27/F - 28/F of Tower 5 (5A).** **Store** Hollow core timber sliding door with timber door frame finished with plastic laminate and fitted with handle with lockset, track set and timber louver. Hollow core bi-folding timber door with timber door frame finished with plastic laminate and fitted with handle with lockset, track set and timber louver for the following flats: **Flat B on 27/F - 28/F of Tower 5 (5A).** **Lavatory Inside Store** Aluminum framed bi-folding door with aluminum louver and acid etched glass panel.

3. 室內裝置	
細項	描述
(a) 門	**住宅單位大門** 實心防火單葉木門及木門框配木飾面，裝設門鎖、隱藏氣鼓、門鉸、防煙條、門擋及防盜眼。 下列單位為雙葉木門： **第5座(5A)27樓至28樓A及B單位。** 實心防火雙葉木門及木門框配木飾面，裝設門鎖、隱藏氣鼓、門鉸、防煙條、門擋及防盜眼。 **廚房** 實心防火木門及木門框配木飾面及膠板，裝設金屬框防火玻璃視窗、把手、隱藏氣鼓、門鉸、防煙條及門擋。 **主人睡房及睡房** 空心木門及木門框配木飾面，裝設門鎖、把手、門鉸及門擋。 下列位置為金屬框特色玻璃趟門，裝設把手及路軌： **第5座(5A)27樓至28樓A及B單位睡房3。** **主人浴室及浴室** 空心木門及木門框配木飾面及膠板，裝設門鎖、把手、門鉸及門擋。 下列單位選用空心木門及木門框配木飾面及膠板，裝設門鎖、把手、門鉸、門擋及木百葉： **第5座(5A)1樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓B單位浴室；** **第5座(5B)1樓至3樓、5樓至12樓、15樓至23樓及25樓至28樓B、C、D及F單位浴室；** **第5座(5A)27樓至28樓B單位浴室。** **儲物室** 空心木趟門及木門框配膠板，裝設門鎖連把手、路軌及木百葉。 下列單位選用空心木摺門及木門框配膠板，裝設門鎖連把手、路軌及木百葉： **第5座(5A)27樓至28樓B單位。** **儲物室內之洗手間** 鋁框摺門配鋁質百葉及磨砂玻璃。

3. INTERIOR FITTINGS	
Item	Description
(a) Doors	**Private Flat Roof (from Bedroom and Master Bedroom)** Aluminum framed swing door with insulated glass fitted with lockset and door hinges. **Private Flat Roof (from Living Room)** Aluminum framed sliding door with insulated glass fitted with lockset and track set. **Private Roof from Stairhood (at Stairhood)** Aluminum framed swing door with insulated glass fitted with lockset and door hinges. **Private Roof** Aluminium framed swing door fitted with lockset and door hinges. **Balcony** Aluminum framed sliding door with insulated glass fitted with lockset and track set. **Utility Platform** Aluminum framed swing door with insulated glass fitted with lockset and door hinges.
(b) Bathroom	**Bathroom with shower** Wooden mirror cabinet with metal finishes, wooden wash-stand with metal finishes and natural stone countertop. Fittings and equipment include vitreous china wash basin with brushed bronze finish basin mixer, vitreous china water closet, shower cubicle with tempered glass partition, brushed bronze finish shower mixer, brushed bronze finish cloth hook and brushed bronze finish toilet paper holder. Wooden mirror cabinet with metal finishes, wooden wash-stand with metal finishes and natural stone countertop. Fittings and equipment include vitreous china wash basin with durabrass finish basin mixer, vitreous china water closet, shower cubicle with tempered glass partition, durabrass finish shower mixer, durabrass finish cloth hook and brushed bronze finish toilet paper holder for the following flats: **Flats A & B on 27/F - 28/F of Tower 5 (5A).** **Bathroom with bathtub** Wooden mirror cabinet with metal finishes, wooden wash-stand with metal finishes and natural stone countertop. Fittings and equipment include vitreous china wash basin with brushed bronze finish basin mixer, vitreous china water closet, glazed titanium steel bathtub (1500W x 700D x 420Hmm), with brushed bronze finish bathtub mixer, aluminium shower curtain track, brushed bronze finish towel rail, brushed bronze finish cloth hook and brushed bronze finish toilet paper holder.

3. 室內裝置	
細項	描述
(a) 門	**私人平台(連接睡房及主人睡房)** 鋁框掩門配雙層中空玻璃，裝設門鎖及門鉸。 **私人平台(連接客廳)** 鋁框趟門配雙層中空玻璃，裝設門鎖及路軌。 **梯屋連接私人天台(梯屋間)** 鋁框掩門配雙層中空玻璃，裝設門鎖及門鉸。 **私人天台** 鋁框掩門裝設門鎖及門鉸。 **露台** 鋁框趟門配雙層中空玻璃，裝設門鎖及路軌。 **工作平台** 鋁框掩門配雙層中空玻璃，裝設門鎖及門鉸。
(b) 浴室	**浴室配置淋浴空間** 裝設木鏡櫃配金屬飾面、木洗手盆櫃配金屬飾面及天然石枱面。 裝置及設備包括搪瓷洗手盆配拉絲古銅飾面水龍頭、搪瓷坐廁、淋浴空間採用強化玻璃間隔牆、拉絲古銅飾面淋浴間水龍頭、拉絲古銅飾面掛勾及拉絲古銅飾面廁紙架。 裝設木鏡櫃配金屬飾面、木洗手盆櫃配金屬飾面及天然石枱面。 下列單位裝置及設備包括搪瓷洗手盆配瑰銅色飾面水龍頭、搪瓷坐廁、淋浴空間採用強化玻璃間隔牆、瑰銅色飾面淋浴間水龍頭、瑰銅色飾面掛勾及拉絲古銅飾面廁紙架： **第5座(5A)27樓至28樓A及B單位。** **浴室配置浴缸** 裝設木鏡櫃配金屬飾面、木洗手盆櫃配金屬飾面及天然石枱面。 裝置及設備包括搪瓷洗手盆配拉絲古銅飾面水龍頭、搪瓷坐廁、釉面鈦鋼浴缸(1500闊 x 700深 x 420高毫米)、拉絲古銅飾面浴缸水龍頭、鋁質浴簾路軌、拉絲古銅飾面毛巾桿、拉絲古銅飾面掛勾及拉絲古銅飾面廁紙架。

3. INTERIOR FITTINGS	
Item	Description
(b) Bathroom	**Master Bathroom with shower and bathtub** Wooden mirror cabinet with metal finishes, wooden wash-stand with metal finishes and natural stone countertop. Fittings and equipment include vitreous china wash basin with brushed bronze finish basin mixer, vitreous china water closet, shower cubicle with tempered glass partition, brushed bronze shower mixer, glazed titanium steel bathtub (1500W x 700D x 420Hmm) with brushed bronze finish bathtub mixer, brushed bronze finish towel rail, brushed bronze finish cloth hook and brushed bronze finish toilet paper holder. Wooden mirror cabinet with metal finishes, wooden wash-stand with metal finishes and natural stone countertop. Fittings and equipment include vitreous china wash basin with durabrass finish basin mixer, vitreous china water closet, shower cubicle with tempered glass partition, durabrass shower mixer, glazed titanium steel bathtub (1500W x 700D x 420Hmm) with durabrass finish bathtub mixer, durabrass finish towel rail, durabrass finish cloth hook and brushed bronze finish toilet paper holder for the following flats: **Flats A & B on 27/F - 28/F of Tower 5 (5A).** Copper pipes are used for cold and hot water supply system. uPVC pipes are used for flushing water supply system. For appliances provision, please refer to the "Appliances Schedule".
(c) Kitchen	**Kitchen and Open Kitchen** Stainless steel sink with chrome plated sink mixer. Copper pipes are used for cold and hot water supply system. Fitted with wooden kitchen cabinet with metal recessed handle, plastic laminate, lacquer finished door panel and reconstituted stone countertop. Fitted with wooden kitchen cabinet with plastic laminate, metal framed glass door panel and reconstituted stone countertop for the following flats: **Flats A & B on 27/F - 28/F of Tower 5 (5A).** Smoke detector installed in or near Open Kitchen. Sprinkler head installed in Open Kitchen. For appliances provision, please refer to the "Appliances Schedule".

3. 室內裝置	
細項	描述
(b) 浴室	**主人浴室配置淋浴空間及浴缸** 裝設木鏡櫃配金屬飾面、木洗手盆櫃配金屬飾面及天然石枱面。 裝置及設備包括搪瓷洗手盆配拉絲古銅水龍頭、搪瓷坐廁、淋浴空間採用強化玻璃間隔牆、拉絲古銅飾面淋浴間水龍頭、釉面鈦鋼浴缸(1500闊 x 700深 x 420高毫米)、拉絲古銅飾面浴缸水龍頭、拉絲古銅飾面毛巾桿、拉絲古銅飾面掛勾及拉絲古銅飾面廁紙架。 裝設木鏡櫃配金屬飾面、木洗手盆櫃配金屬飾面及天然石枱面。 下列單位裝置及設備包括搪瓷洗手盆配瑰銅色飾面水龍頭、搪瓷坐廁、淋浴空間採用強化玻璃間隔牆、瑰銅色淋浴間水龍頭、釉面鈦鋼浴缸(1500 闊 x 700深 x 420高毫米)、瑰銅色飾面浴缸水龍頭、瑰銅色飾面毛巾桿、瑰銅色飾面掛勾及拉絲古銅飾面廁紙架： **第5座(5A)27樓至28樓A及B單位。** 冷熱水供水系統採用銅喉管。 沖廁供水系統採用膠喉。 有關供應之設備，請參閱「設備説明表」。
(c) 廚房	**廚房及開放式廚房** 不銹鋼洗滌盆配洗滌盆鍍鉻水龍頭。 冷熱水供水系統採用銅喉管。 木製廚櫃組合配金屬嵌入式門抽、膠板飾面、焗漆飾面門板及人造石材枱面。 下列單位選用木製廚櫃組合配膠板飾面、金屬框玻璃飾面門板及人造石材枱面： **第5座(5A)27樓至28樓A及B單位。** 煙霧感應器設置在開放式廚房內或附近。 消防花灑頭設置在開放式廚房。 有關供應之設備，請參閱「設備説明表」。

3. INTERIOR FITTINGS	
Item	Description
(d) Bedroom	Not applicable.
(e) Telephone	Telephone outlets are provided. For location and number of outlets, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".
(f) Aerials	TV/FM outlets for local TV/FM programs are provided. For location and number of outlets, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".
(g) Electrical installations	Three phase electricity supply with miniature circuit breakers distribution board are provided for residential units. Conduit concealed in wall and slab or trunking enclosed in false ceiling or bulkhead for the connection of the distribution board are provided. Conduit wiring concealed in walls or enclosed in false ceiling or bulkhead for lightings and power points are provided. For location and number of power points and air conditioner points, please refer to the "Schedule of Mechanical and Electrical Provisions of Residential Properties".
(h) Gas supply	Individual gas meter is provided in the Kitchen of all residential units except residential units with Open Kitchen. Gas supply pipes are installed and connected to gas cooker and gas water heater (except residential units with Open Kitchen). For location of connection points, please refer to the "Schedule of Mechanical and Electrical Provision of Residential Properties".
(i) Washing machine connection point	Water point and drain point are provided for washing and drying machine. For location of connection points, please refer to the "Schedule of Mechanical & Electrical Provisions of Residential Properties".
(j) Water supply	Water pipes are partly concealed and partly exposed. Exposed water pipes are enclosed by false ceiling and bulkhead or running on external walls. Copper pipes are used for both cold and hot water supply system. uPVC pipes are used for flushing water supply system. Hot water supply is available in Bathrooms, Master Bathroom, Lavatory and Kitchen / Open Kitchen.

3. 室內裝置	
細項	描述
(d) 睡房	不適用。
(e) 電話	裝設有電話插座。有關接駁點的位置及數目，請參閱「住宅物業機電裝置數量説明表」。
(f) 天線	裝設有本地電視節目及電台節目的電視及電台接收插座。有關接駁點的位置及數目，請參閱「住宅物業機電裝置數量説明表」。
(g) 電力裝置	住宅單位提供三相電力配電箱並裝有微型斷路器。該配電箱之接連導管暗藏於牆身及樓面或線槽置於假天花或假陣內。 照明及電插座之導管暗藏於牆身或置於假天花或假陣內。 有關電插座及空調機接駁點的位置及數目，請參閱「住宅物業機電裝置數量説明表」。
(h) 氣體供應	所有住宅單位煤氣錶接駁點設於廚房，採用開放式廚房的住宅單位除外。 煤氣喉接駁至煤氣煮食爐及煤氣熱水爐(採用開放式廚房的住宅單位除外)。 有關接駁點的位置，請參閱「住宅物業機電裝置數量説明表」。
(i) 洗衣機接駁點	洗衣乾衣機設有來水及去水接駁點。 有關接駁點的位置，請參閱「住宅物業機電裝置數量説明表」。
(j) 供水	水管部分隱藏及部分外露。外露水管被假天花及假陣掩蓋或置於外牆身。 冷熱水供水系統採用銅喉管。 沖廁供水系統採用膠喉管。 於浴室、主人浴室、洗手間及廚房/開放式廚房有熱水供應。

4. MISCELLANEOUS			
Item	Description		
(a) Lifts	5 nos. of "Kone" (Model No.: Kone MiniSpace) passenger lifts are provided for Tower 5 (5A & 5B).		
	Tower	Lift No.	Floors Served
	5 (5A & 5B)	L16, L17 & L18	LG2/F, LG1/F, G/F, 1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F
		L19 & L20	LG3/F, LG2/F, LG1/F, G/F, 1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F
(b) Letter box	Stainless steel letter box is provided.		
(c) Refuse collection	Refuse storage and material recovery room is provided in the common area of each residential floor of Towers. Central refuse storage and material recovery chamber is provided on LG1/F for collection and removal of refuse by cleaners.		
(d) Water meter, electricity meter and gas meter	Separate water meter for individual residential unit is provided in water meter cabinet on each residential floor of Towers. Separate electricity meter for individual residential unit is provided in electricity meter room on each residential floor of Towers. Separate gas meter is provided in the Kitchen of individual residential unit except residential units with Open Kitchen.		

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

4. 雜項			
細項	描述		
(a) 升降機	設有5部通力牌(型號:Kone MiniSpace)客用升降機提供於第5座(5A及5B)。		
	座	升降機編號	所到樓層
	5 (5A及5B)	L16、L17及L18	地下低層2樓、地下低層1樓、地下、1樓至3樓、5樓至12樓、15樓至23樓及25樓至28樓
		L19及L20	地下低層3樓、地下低層2樓、地下低層1樓、地下、1樓至3樓、5樓至12樓、15樓至23樓及25樓至28樓
(b) 信箱	設置不銹鋼信箱。		
(c) 垃圾收集	垃圾儲存及物料回收室位於大廈每層住宅樓層之公用地方，並由清潔工人收集及運送到地下低層1樓之中央垃圾儲存及物料回收房、處理及運走。		
(d) 水錶、電錶及氣體錶	每戶住宅單位之獨立水錶安裝於大廈每層住宅樓層之水錶箱內。每戶住宅單位之獨立電錶安裝於大廈每層住宅樓層之電錶房內。每戶住宅之廚房內安裝獨立煤氣錶，採用開放式廚房的住宅單位除外。		

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。

5. SECURITY FACILITIES
Video Door Phone is provided for all residential units and connected to caretaker counter at main entrance of each tower on LG1/F. Octopus card readers for access control are provided at main entrance of the Phase, main entrance of each tower on LG1/F, carpark lift lobbies, shuttle lift lobbies entrance on LG5/F & LG6/F and recreational areas and facilities entrance. CCTV system is provided at main entrance of the Phase, main entrance of each tower on LG1/F, major passages, landscape area, recreational areas and facilities, carpark, carpark lift lobbies, shuttle lift lobbies and inside lift cars and linked to the central security console. Vehicular control system is provided at vehicular entrance.

6. APPLIANCES
All set out in the "Appliances Schedule".

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

5. 保安設施
所有住宅單位均設門口視像對講機接駁到每座大廈地下低層1樓入口大堂的管理處。 期數的主要入口、每座大樓之地下低層1樓入口大堂、停車場升降機大堂、地下低層5樓及地下低層6樓穿梭升降機大堂入口及康樂地方與設施入口均裝有八達通讀卡器。 期數的主要入口、每座大樓之地下低層1樓入口大堂、主要通道、園景區、康樂地方與設施、停車場、停車場升降機大堂、穿梭升降機大堂及升降機內均裝設閉路電視接駁到中央保安人員辦事處。 車道入口設有出入控制系統。

6. 設備
於「設備說明表」列出。

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。

Tower 5 (5A & 5B) - Appliances Schedule　第5座(5A及5B) – 設備説明表

Location 位置	Appliances 設備	Brand Name 品牌	Model Number 產品型號	Tower, Floor and Flat 座、樓層及單位												
				5(5A)			5(5B)						5(5A)		5(5A)	
				1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 1樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓			1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 1樓至3樓、5樓至12樓、15樓至23樓及25樓至28樓						27/F 27樓		28/F 28樓	
				A	B	C	A	B	C	D	E	F	A	B	A	B
Master Bedroom 主人睡房	Split Type Air-conditioner (Indoor Unit) 分體式空調機(室內機)	DAIKIN 大金	FTXS50LVMN	✓	-	✓	-	-	-	-	-	-	-	-	-	-
	Split Type Air-conditioner (Outdoor Unit) 分體式空調機(室外機)	DAIKIN 大金	RXS50LVMN	✓	-	✓	-	-	-	-	-	-	-	-	-	-
	Split Type Air-conditioner (Indoor Unit) 分體式空調機(室內機)	DAIKIN 大金	FTXS35LVMN	-	-	-	✓	-	-	-	-	-	-	-	-	-
	Split Type Air-conditioner (Outdoor Unit) 分體式空調機(室外機)	DAIKIN 大金	RXS35LVMN	-	-	-	✓	-	-	-	-	-	-	-	-	-
	VRV Air-conditioner (Indoor Unit) 變頻多聯式空調機(室內機)	DAIKIN 大金	FXAQ50AVM	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	VRV Air-conditioner (Outdoor Unit) 變頻多聯式空調機(室外機)	DAIKIN 大金	RJZQ5BAV	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
Bedroom 1 睡房 1	Split Type Air-conditioner (Indoor Unit) 分體式空調機(室內機)	DAIKIN 大金	FTXS35LVMN	-	✓	-	-	✓	✓	✓	✓	✓	-	-	-	-
	Split Type Air-conditioner (Outdoor Unit) 分體式空調機(室外機)	DAIKIN 大金	RXS35LVMN	-	✓	-	-	✓	✓	✓	✓	✓	-	-	-	-
	Multi Split Type Air-conditioner (Indoor Unit) 多聯分體式空調機(室內機)	DAIKIN 大金	FTXS25KVMN	✓	-	✓	✓	-	-	-	-	-	-	-	-	-
	Multi Split Type Air-conditioner (Outdoor Unit) 多聯分體式空調機(室外機)	DAIKIN 大金	4MXS115HV2C	-	-	-	✓	-	-	-	-	-	-	-	-	-
			3MXS68LVMA9	✓	-	✓	-	-	-	-	-	-	-	-	-	-
	VRV Air-conditioner (Indoor Unit) 變頻多聯式空調機(室內機)	DAIKIN 大金	FXAQ25AVM	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	VRV Air-conditioner (Outdoor Unit) 變頻多聯式空調機(室外機)	DAIKIN 大金	RJZQ5BAV	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓

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.

Notes:
1. "✓" denotes such appliance(s) is / are provided and / or installed in the residential property.
2. "-" denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

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：
1.「✓」表示此設備於該住宅物業內提供及/或安裝。
2. "-"代表 "不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B) - Appliances Schedule　第5座(5A及5B) – 設備説明表

Location 位置	Appliances 設備	Brand Name 品牌	Model Number 產品型號	Tower, Floor and Flat 座、樓層及單位												
				5(5A)			5(5B)						5(5A)		5(5A)	
				1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 1樓至3樓、5樓至12樓、 15樓至23樓及25樓至26樓			1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 1樓至3樓、5樓至12樓、 15樓至23樓及25樓至28樓						27/F 27樓		28/F 28樓	
				A	B	C	A	B	C	D	E	F	A	B	A	B
Bedroom 2 睡房 2	Multi Split Type Air-conditioner (Indoor Unit) 多聯分體式空調機(室內機)	DAIKIN 大金	FTXS25KVMN	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	-	-	-
	Multi Split Type Air-conditioner (Outdoor Unit) 多聯分體式空調機(室外機)	DAIKIN 大金	3MXS68LVMA9	✓	-	✓	-	-	-	-	-	-	-	-	-	-
			3MXS80AA	-	✓	-	-	✓	✓	✓	✓	✓	-	-	-	-
			3MXS52LVMA9	-	-	-	✓	-	-	-	-	-	-	-	-	-
	VRV Air-conditioner (Indoor Unit) 變頻多聯式空調機(室內機)	DAIKIN 大金	FXAQ25AVM	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	VRV Air-conditioner (Outdoor Unit) 變頻多聯式空調機(室外機)	DAIKIN 大金	RJZQ5BAV	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
Bedroom 3 睡房 3	VRV Air-conditioner (Indoor Unit) 變頻多聯式空調機(室內機)	DAIKIN 大金	FXAQ25AVM	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	VRV Air-conditioner (Outdoor Unit) 變頻多聯式空調機(室外機)	DAIKIN 大金	RJZQ5BAV	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
Store 儲物室	Multi Split Type Air-conditioner (Indoor Unit) 多聯分體式空調機(室內機)	DAIKIN 大金	FTXS20KVMN	✓	✓	✓	-	-	-	-	-	-	-	-	-	-
	Multi Split Type Air-conditioner (Outdoor Unit) 多聯分體式空調機(室外機)	DAIKIN 大金	3MXS52LVMA9	✓	✓	✓	-	-	-	-	-	-	-	-	-	-
	VRV Air-conditioner (Indoor Unit) 變頻多聯式空調機(室內機)	DAIKIN 大金	FXAQ20AVM	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	VRV Air-conditioner (Outdoor Unit) 變頻多聯式空調機(室外機)	DAIKIN 大金	RJZQ5BAV	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓

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.

Notes:
1. "✓" denotes such appliance(s) is / are provided and / or installed in the residential property.
2. "-" denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

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：
1.「✓」表示此設備於該住宅物業內提供及/或安裝。
2. "-"代表 "不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B) - Appliances Schedule　第5座(5A及5B) – 設備説明表

Location 位置	Appliances 設備	Brand Name 品牌	Model Number 產品型號	Tower, Floor and Flat 座、樓層及單位												
				5(5A)			5(5B)						5(5A)		5(5A)	
				1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 1樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓			1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 1樓至3樓、5樓至12樓、15樓至23樓及25樓至28樓						27/F 27樓		28/F 28樓	
				A	B	C	A	B	C	D	E	F	A	B	A	B
Living Room/ Dining Room 客廳/飯廳	Video Door Phone 門口視像對講機	AKUVOX 睿雲聯	C313S	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Multi Split Type Air-conditioner (Indoor Unit) 多聯分體式空調機(室內機)	DAIKIN 大金	FTXS35KVMN	✓	-	✓	-	-	-	-	-	-	-	-	-	-
			FTXS50KAVMN	-	✓	-	✓	✓	✓	✓	✓	✓	-	-	-	-
	Multi Split Type Air-conditioner (Outdoor Unit) 多聯分體式空調機(室外機)	DAIKIN 大金	3MXS68LVMA9	✓	-	✓	-	-	-	-	-	-	-	-	-	-
			3MXS80AA	-	✓	-	-	✓	✓	✓	✓	✓	-	-	-	-
			4MXS115HV2C	-	-	-	✓	-	-	-	-	-	-	-	-	-
	VRV Air-conditioner (Indoor Unit) 變頻多聯式空調機(室內機)	DAIKIN 大金	FXAQ50AVM	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
			FJSP56AA	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	VRV Air-conditioner (Outdoor Unit) 變頻多聯式空調機(室外機)	DAIKIN 大金	RJZQ5BAV	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
Master Bathroom 主人浴室	Exhaust Fan 抽氣扇	IMASU 伊馬司	MCF100	✓	-	✓	-	-	-	-	-	-	-	-	-	-
			MCF150	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	Thermo Ventilator 換氣暖風機	MITSUBISHI ELECTRIC 三菱電機	V-251BZ-HK	✓	-	✓	✓	-	-	-	-	-	✓	✓	✓	✓
	Gas Water Heater 煤氣熱水爐	TGC 煤氣公司	TNJW221TFL	✓	-	✓	✓	-	-	-	-	-	✓	✓	✓	✓
			TNJW221TFQL	-	-	✓	-	-	-	-	-	-	-	✓	-	✓

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.

Notes:
1. "✓" denotes such appliance(s) is / are provided and / or installed in the residential property.
2. "-" denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

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：
1.「✓」表示此設備於該住宅物業內提供及/或安裝。
2. "-"代表 "不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B) - Appliances Schedule　第5座(5A及5B) – 設備説明表

Location 位置	Appliances 設備	Brand Name 品牌	Model Number 產品型號	Tower, Floor and Flat 座、樓層及單位												
				5(5A)			5(5B)						5(5A)		5(5A)	
				1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 1樓至3樓、5樓至12樓、 15樓至23樓及25樓至26樓			1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 1樓至3樓、5樓至12樓、 15樓至23樓及25樓至28樓						27/F 27樓		28/F 28樓	
				A	B	C	A	B	C	D	E	F	A	B	A	B
Bathroom 浴室	Thermo Ventilator 換氣暖風機	MITSUBISHI ELECTRIC 三菱電機	V-251BZ-HK	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Gas Water Heater 煤氣熱水爐	TGC 煤氣公司	TNJW221TFL	-	-	-	✓	-	-	-	-	-	-	-	-	-
	Instantaneous Type Electric Water Heater 即熱式電熱水爐	STIEBEL ELTRON 斯寶亞創	DHB 27 Sti	-	-	-	-	✓	✓	✓	-	-	-	-	-	-
Kitchen / Open Kitchen 廚房/ 開放式廚房	Multi Split Type Air-conditioner (Indoor Unit) 多聯分體式空調機(室內機)	DAIKIN 大金	FDXS25CVMA	✓	✓	✓	✓	-	-	-	-	-	-	-	-	-
	Multi Split Type Air-conditioner (Outdoor Unit) 多聯分體式空調機(室外機)	DAIKIN 大金	3MXS52LVMA9	✓	✓	✓	✓	-	-	-	-	-	-	-	-	-
	VRV Air-conditioner (Indoor Unit) 變頻多聯式空調機(室內機)	DAIKIN 大金	FJSP36AA	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	VRV Air-conditioner (Outdoor Unit) 變頻多聯式空調機(室外機)	DAIKIN 大金	RJZQ5BAV	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	Gas Water Heater 煤氣熱水爐	TGC 煤氣公司	TNJW221TFL	-	-	-	-	-	-	-	✓	-	-	-	-	-
			TNJW221TFQL	✓	✓	-	-	-	-	-	-	✓	✓	-	✓	-
	Instantaneous Type Electric Water Heater 即熱式電熱水爐	STIEBEL ELTRON 斯寶亞創	DHM 6	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Exhaust Fan 抽氣扇	IMASU 伊馬司	MCF150	✓	✓	✓	✓	-	-	-	✓	✓	✓	✓	✓	✓
	Water Leakage Detection Sensor 漏水感應器	DELTA	S-A-WLA-011	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

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.

Notes:
1. "✓" denotes such appliance(s) is / are provided and / or installed in the residential property.
2. "-" denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

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：
1.「✓」表示此設備於該住宅物業內提供及/或安裝。
2. "-"代表 "不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B) - Appliances Schedule　第5座(5A及5B) – 設備説明表

Location 位置	Appliances 設備	Brand Name 品牌	Model Number 產品型號	Tower, Floor and Flat 座、樓層及單位												
				5(5A)			5(5B)						5(5A)		5(5A)	
				1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 1樓至3樓、5樓至12樓、 15樓至23樓及25樓至26樓			1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 1樓至3樓、5樓至12樓、 15樓至23樓及25樓至28樓						27/F 27樓		28/F 28樓	
				A	B	C	A	B	C	D	E	F	A	B	A	B
Kitchen / Open Kitchen 廚房/ 開放式廚房	Gas Hob (Wok burner) 炒鑊氣體煮食爐	MIELE	CS 1018 G	✓	✓	✓	✓	-	-	-	✓	✓	✓	✓	✓	✓
	Gas hob (2-burners) 雙頭氣體煮食爐	MIELE	CS 1013-1	✓	✓	✓	✓	-	-	-	✓	✓	✓	✓	✓	✓
	Induction Hob 電磁爐	MIELE	CS 1212-1 i	✓	-	✓	-	✓	✓	✓	-	-	✓	✓	✓	✓
	Cooker Hood 抽油煙機	MIELE	DAS 2620	-	✓	-	✓	✓	✓	✓	✓	✓	-	-	-	-
	Cooker Hood 抽油煙機	MIELE	DAS 2920	✓	-	✓	-	-	-	-	-	-	-	-	-	-
	Cooker Hood 抽油煙機	MIELE	DA 4298 W	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	Refrigerator 雪櫃	SIEMENS 西門子	KI86NAF31K	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	-	-	-
	Refrigerator 雪櫃	SUB-ZERO	ICBCL3650UFDID/S/HK	-	-	-	-	-	-	-	-	-	-	✓	-	✓
	Refrigerator 雪櫃	SUB-ZERO	ICBCL4850S/S/HK	-	-	-	-	-	-	-	-	-	✓	-	✓	-
	Steam Combination Oven 蒸焗爐	MIELE	DGC 7440 HC Pro	-	✓	-	✓	✓	✓	✓	✓	✓	-	-	-	-
	Steam Oven 蒸爐	MIELE	DG 7240	✓	-	✓	-	-	-	-	-	-	-	-	-	-
	Steam Oven with Microwave 蒸爐連微波爐	MIELE	DGM 7440	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	Oven 焗爐	MIELE	H 7264 B	✓	-	✓	-	-	-	-	-	-	-	-	-	-
	Oven 焗爐	MIELE	H 7460 B	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓

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.

Notes:
1. "✓" denotes such appliance(s) is / are provided and / or installed in the residential property.
2. "-" denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

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：
1.「✓」表示此設備於該住宅物業內提供及/或安裝。
2. "-"代表 "不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B) - Appliances Schedule　第5座(5A及5B) – 設備説明表

Location 位置	Appliances 設備	Brand Name 品牌	Model Number 產品型號	Tower, Floor and Flat 座、樓層及單位												
				5(5A)			5(5B)						5(5A)		5(5A)	
				1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 1樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓			1/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 28/F 1樓至3樓、5樓至12樓、15樓至23樓及25樓至28樓						27/F 27樓		28/F 28樓	
				A	B	C	A	B	C	D	E	F	A	B	A	B
Kitchen / Open Kitchen 廚房/開放式廚房	Coffee Machine 咖啡機	MIELE	CVA 7440	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	Dishwasher 洗碗碟機	MIELE	G 7150 C SCVi	-	-	-	-	-	-	-	-	-	-	-	✓	✓
	Warming Drawer 保溫櫃	MIELE	ESW 7010	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	Wine Cellar 酒櫃	VINVAUTZ	VZ47SSFG	✓	-	✓	-	-	-	-	-	-	-	-	-	-
	Wine Cellar 酒櫃	MIELE	KWT 6322 UG	-	-	-	-	-	-	-	-	-	✓	✓	✓	✓
	Washer Dryer 洗衣乾衣機	SIEMENS 西門子	WK14D321HK	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	-
	Washer 洗衣機	MIELE	WCD 660	-	-	-	-	-	-	-	-	-	-	-	✓	✓
	Dryer 乾衣機	MIELE	TEF 265 WP	-	-	-	-	-	-	-	-	-	-	-	✓	✓
Lavatory 洗手間	Exhaust Fan 抽氣扇	IMASU 伊馬司	MCF100	✓	✓	✓	-	-	-	-	-	-	✓	✓	✓	✓
Staircase 樓梯	Split Type Air-conditioner (Indoor Unit) 分體式空調機(室內機)	DAIKIN 大金	FTXS25LVMN	-	-	-	-	-	-	-	-	-	-	-	✓	✓
	Split Type Air-conditioner (Outdoor Unit) 分體式空調機(室外機)	DAIKIN 大金	RXS25LVMN	-	-	-	-	-	-	-	-	-	-	-	✓	✓

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.

Notes:
1. "✓" denotes such appliance(s) is / are provided and / or installed in the residential property.
2. "-" denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

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：
1.「✓」表示此設備於該住宅物業內提供及/或安裝。
2. "-"代表 "不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B) - Schedule of Mechanical & Electrical Provisions of Residential Properties　第5座(5A及5B)－住宅物業機電裝置數量説明表

Tower, Floor and Flat 座、樓層及單位		5(5A)			5(5B)						5(5A)			5(5B)						5(5A)		5(5A)		5(5B)					
		1/F 1樓			1/F 1樓						2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓			2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 27/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至27樓						27/F 27樓		28/F 28樓		28/F 28樓					
		A	B	C	A	B	C	D	E	F	A	B	C	A	B	C	D	E	F	A	B	A	B	A	B	C	D	E	F
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	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living Room / Dining Room / Corridor 客廳/飯廳/走廊	Door Bell 門鈴	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	-	1	1	1	-	-
	Video Door Phone 門口視像對講機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	TV/FM Outlet 電視及電台接收插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	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	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Fused Spur Unit for Shoe Cabinet Lighting 鞋櫃燈接線座	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	-	1	1	1	-	-
	13A Single Socket Outlet with USB 13A單位電插座連匯流排插座	-	-	-	-	2	2	2	-	-	-	-	-	-	2	2	2	-	-	-	-	-	-	-	2	2	2	-	-
	13A Twin Socket Outlet 13A雙位電插座	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	4	4	4	4	3	3	3	3	3	3
	Fused Spur Unit for Indoor Air-conditioner Unit 室內冷氣機接線座	2	1	2	1	1	1	1	1	1	2	1	2	1	1	1	1	1	1	2	2	2	2	1	1	1	1	1	1
	Switch for Exhaust Fan in Kitchen 廚房抽氣扇開關掣	1	1	1	1	-	-	-	1	1	1	1	1	1	-	-	-	1	1	1	1	1	1	1	-	-	-	1	1
	Switch for Gas Water Heater in Bathroom 浴室煤氣熱水爐開關掣	-	-	1	1	-	-	-	-	-	-	-	1	1	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-
	Switch for Thermo Ventilator in Bathroom 浴室換氣暖風機開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for Electrical Water Heater in Bathroom 浴室電熱水爐開關掣	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	-	1	1	1	-	-
	Lighting Switch 燈掣	9	10	9	10	10	7	10	9	10	9	10	9	10	10	7	10	9	10	11	12	11	11	10	10	7	10	9	10
	Smoke Detector 煙霧感應器	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	-	1	1	1	-	-

Notes:
1. The number shown in the above table denotes the quantity of appliance(s) is / are provided and / or installed in the residential property.
2. The symbol "-" as shown in the above table denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

備註：
1. 上表內的數字代表此設備於該住宅物業內所提供/安裝之數量。
2. 上表「-」代表"不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B) - Schedule of Mechanical & Electrical Provisions of Residential Properties　第5座(5A及5B)－住宅物業機電裝置數量說明表

Tower, Floor and Flat 座、樓層及單位		5(5A)			5(5B)						5(5A)			5(5B)						5(5A)		5(5A)		5(5B)					
		1/F 1樓			1/F 1樓						2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓			2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 27/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至27樓						27/F 27樓		28/F 28樓		28/F 28樓					
		A	B	C	A	B	C	D	E	F	A	B	C	A	B	C	D	E	F	A	B	A	B	A	B	C	D	E	F
Master Bedroom 主人睡房	TV/FM Outlet 電視及電台接收插座	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	-	-	-	-	-
	13A Twin Socket Outlet 13A雙位電插座	3	-	3	3	-	-	-	-	-	3	-	3	3	-	-	-	-	-	3	3	3	3	3	-	-	-	-	-
	Fused Spur Unit for Indoor Air-conditioner Unit 室內冷氣機接線座	1	-	1	1	-	-	-	-	-	1	-	1	1	-	-	-	-	-	1	1	1	1	1	-	-	-	-	-
	Lighting Switch 燈掣	3	-	3	4	-	-	-	-	-	3	-	3	4	-	-	-	-	-	3	3	3	3	4	-	-	-	-	-
	Switch for Exhaust Fan 抽氣扇開關掣	1	-	1	-	-	-	-	-	-	1	-	1	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-
	Switch for Gas Water Heater in Master Bathroom 主人浴室煤氣熱水爐開關掣	1	-	1	1	-	-	-	-	-	1	-	1	1	-	-	-	-	-	1	1	1	1	1	-	-	-	-	-
	Switch for Thermo Ventilator in Master Bathroom 主人浴室換氣暖風機開關掣	1	-	1	1	-	-	-	-	-	1	-	1	1	-	-	-	-	-	1	1	1	1	1	-	-	-	-	-
Bedroom 1 睡房 1	TV/FM Outlet 電視及電台接收插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	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	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13A雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Fused Spur Unit for Indoor Air-conditioner Unit 室內冷氣機接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Switch 燈掣	1	2	1	1	2	2	2	2	2	1	2	1	1	2	2	2	2	2	1	1	1	1	1	2	2	2	2	2

Notes:
1. The number shown in the above table denotes the quantity of appliance(s) is / are provided and / or installed in the residential property.
2. The symbol "-" as shown in the above table denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

備註：
1. 上表內的數字代表此設備於該住宅物業內所提供/安裝之數量。
2. 上表「 - 」代表"不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B) - Schedule of Mechanical & Electrical Provisions of Residential Properties　第5座(5A及5B)－住宅物業機電裝置數量說明表

Tower, Floor and Flat 座、樓層及單位		5(5A)			5(5B)						5(5A)			5(5B)						5(5A)		5(5A)		5(5B)					
		1/F 1樓			1/F 1樓						2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓			2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 27/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至27樓						27/F 27樓		28/F 28樓		28/F 28樓					
		A	B	C	A	B	C	D	E	F	A	B	C	A	B	C	D	E	F	A	B	A	B	A	B	C	D	E	F
Bedroom 2 睡房 2	TV/FM Outlet 電視及電台接收插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	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	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13A雙位電插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Fused Spur Unit for Indoor Air-conditioner Unit 室內冷氣機接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	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	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Bedroom 3 睡房 3	TV/FM Outlet 電視及電台接收插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-
	Telephone Outlet 電話插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-
	13A Twin Socket Outlet 13A雙位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-
	Fused Spur Unit for Indoor Air-conditioner Unit 室內冷氣機接線座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-
Store 儲物室	Lighting Switch 燈掣	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	1	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-
	Miniature Circuit Breakers Board 總電掣箱	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-
	13A Twin Socket Outlet 13A雙位電插座	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-
	Fused Spur Unit for Indoor Air-conditioner Unit 室內冷氣機接線座	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-

Notes:
1. The number shown in the above table denotes the quantity of appliance(s) is / are provided and / or installed in the residential property.
2. The symbol "-" as shown in the above table denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

備註：
1. 上表內的數字代表此設備於該住宅物業內所提供/安裝之數量。
2. 上表「-」代表"不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B) - Schedule of Mechanical & Electrical Provisions of Residential Properties　第5座(5A及5B)－住宅物業機電裝置數量說明表

Tower, Floor and Flat 座、樓層及單位		5(5A)			5(5B)						5(5A)			5(5B)						5(5A)		5(5A)		5(5B)					
		1/F 1樓			1/F 1樓						2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓			2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 27/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至27樓						27/F 27樓		28/F 28樓		28/F 28樓					
		A	B	C	A	B	C	D	E	F	A	B	C	A	B	C	D	E	F	A	B	A	B	A	B	C	D	E	F
Kitchen 廚房	Telephone Outlet 電話插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-
	13A Twin Socket Outlet 13A雙位電插座	5	4	5	5	-	-	-	4	4	5	4	5	5	-	-	-	4	4	8	8	8	8	5	-	-	-	4	4
	13A Single Socket Outlet 13A單位電插座	3	2	3	2	-	-	-	2	2	3	2	3	2	-	-	-	2	2	5	5	7	7	2	-	-	-	2	2
	Connection Unit 接線位	3	1	3	1	-	-	-	1	1	3	1	3	1	-	-	-	1	1	3	3	3	3	1	-	-	-	1	1
	Switch for Electrical Water Heater 電熱水爐開關掣	1	1	1	1	-	-	-	1	1	1	1	1	1	-	-	-	1	1	1	1	1	1	1	-	-	-	1	1
	Fused Spur Unit for Indoor Air-conditioner Unit 室內冷氣機接線座	1	1	1	1	-	-	-	-	-	1	1	1	1	-	-	-	-	-	1	1	1	1	1	-	-	-	-	-
	Washing Machine Connection Point (Water Inlet) 洗衣機接駁點(來水位)	1	1	1	1	-	-	-	1	1	1	1	1	1	-	-	-	1	1	1	1	1	1	1	-	-	-	1	1
	Washing Machine Connection Point (Water Outlet) 洗衣機接駁點(去水位)	1	1	1	1	-	-	-	1	1	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	1
	Fused Spur Unit for Exhaust Fan 抽氣扇接線座	1	1	1	1	-	-	-	1	1	1	1	1	1	-	-	-	1	1	1	1	1	1	1	-	-	-	1	1
	Fused Spur Unit for Gas Water Heater 煤氣熱水爐接線座	1	1	-	-	-	-	-	1	1	1	1	-	-	-	-	-	1	1	1	-	1	-	-	-	-	-	1	1
	Door Bell 門鈴	1	1	1	1	-	-	-	1	1	1	1	1	1	-	-	-	1	1	1	1	1	1	1	-	-	-	1	1
	Water Leakage Detection Sensor 漏水感應器	1	1	1	1	-	-	-	1	1	1	1	1	1	-	-	-	1	1	1	1	1	1	1	-	-	-	1	1
	Lighting Switch 燈掣	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	1	-	1	1	-	-	-	-	-	-

Notes:
1. The number shown in the above table denotes the quantity of appliance(s) is / are provided and / or installed in the residential property.
2. The symbol "-" as shown in the above table denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

備註：
1. 上表內的數字代表此設備於該住宅物業內所提供/安裝之數量。
2. 上表「 - 」代表"不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B) - Schedule of Mechanical & Electrical Provisions of Residential Properties　第5座(5A及5B)－住宅物業機電裝置數量說明表

Tower, Floor and Flat 座、樓層及單位		5(5A)			5(5B)						5(5A)			5(5B)						5(5A)		5(5A)		5(5B)					
		1/F 1樓			1/F 1樓						2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓			2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 27/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至27樓						27/F 27樓		28/F 28樓		28/F 28樓					
		A	B	C	A	B	C	D	E	F	A	B	C	A	B	C	D	E	F	A	B	A	B	A	B	C	D	E	F
Open Kitchen 開放式廚房	13A Twin Socket Outlet 13A雙位電插座	-	-	-	-	3	3	3	-	-	-	-	-	-	3	3	3	-	-	-	-	-	-	-	3	3	3	-	-
	13A Single Socket Outlet 13A單位電插座	-	-	-	-	2	2	2	-	-	-	-	-	-	2	2	2	-	-	-	-	-	-	-	2	2	2	-	-
	Connection Unit 接線位	-	-	-	-	2	2	2	-	-	-	-	-	-	2	2	2	-	-	-	-	-	-	-	2	2	2	-	-
	Switch for Electrical Water Heater 電熱水爐開關掣	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	-	1	1	1	-	-
	Washing Machine Connection Point (Water Inlet) 洗衣機接駁點(來水位)	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	-	1	1	1	-	-
	Washing Machine Connection Point (Water Outlet) 洗衣機接駁點(去水位)	-	-	-	-	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	1	-	-
	Sprinkler Head 消防花灑頭	-	-	-	-	4	4	4	-	-	-	-	-	-	4	4	4	-	-	-	-	-	-	-	4	4	4	-	-
	Water Leakage Detection Sensor 漏水感應器	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	-	1	1	1	-	-
Master Bathroom 主人浴室	13A Single Socket Outlet with USB 13A單位電插座連匯流排插座	1	-	1	1	-	-	-	-	-	1	-	1	1	-	-	-	-	-	1	1	1	1	1	-	-	-	-	-
	Towngas Water Heater Remote Controller 煤氣熱水爐溫度控制器	1	-	1	1	-	-	-	-	-	1	-	1	1	-	-	-	-	-	1	1	1	1	1	-	-	-	-	-
	Fused Spur Unit for Exhaust Fan 抽氣扇接線座	1	-	1	-	-	-	-	-	-	1	-	1	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-
	Fused Spur Unit for Gas Water Heater 煤氣熱水爐接線座	1	-	2	1	-	-	-	-	-	1	-	2	1	-	-	-	-	-	1	2	1	2	1	-	-	-	-	-
	Fused Spur Unit for Cabinet Lighting 浴室櫃燈接線座	1	-	1	1	-	-	-	-	-	1	-	1	1	-	-	-	-	-	1	1	1	1	1	-	-	-	-	-
	Connection Unit for Thermo Ventilator 換氣暖風機接線位	1	-	1	1	-	-	-	-	-	1	-	1	1	-	-	-	-	-	1	1	1	1	1	-	-	-	-	-

Notes:
1. The number shown in the above table denotes the quantity of appliance(s) is / are provided and / or installed in the residential property.
2. The symbol "-" as shown in the above table denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

備註：
1. 上表內的數字代表此設備於該住宅物業內所提供/安裝之數量。
2. 上表「-」代表"不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

Tower 5 (5A & 5B) - Schedule of Mechanical & Electrical Provisions of Residential Properties　第5座(5A及5B)－住宅物業機電裝置數量說明表

Tower, Floor and Flat 座、樓層及單位		5(5A)			5(5B)						5(5A)			5(5B)						5(5A)		5(5A)		5(5B)					
		1/F 1樓			1/F 1樓						2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓			2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 27/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至27樓						27/F 27樓		28/F 28樓		28/F 28樓					
		A	B	C	A	B	C	D	E	F	A	B	C	A	B	C	D	E	F	A	B	A	B	A	B	C	D	E	F
Bathroom 浴室	13A Single Socket Outlet with USB 13A單位電插座連匯流排插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Electric Water Heater Remote Controller 電熱水器溫度控制器	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	-	1	1	1	-	-
	Towngas Water Heater Remote Controller 煤氣熱水爐溫度控制器	1	1	1	1	-	-	-	1	1	1	1	1	1	-	-	-	1	1	1	1	1	1	1	-	-	-	1	1
	Fused Spur Unit for Gas Water Heater 煤氣熱水爐接線座	-	-	-	1	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-
	Fused Spur Unit for Cabinet Lighting 浴室櫃燈接線座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Connection Unit for Thermo Ventilator 換氣暖風機接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Isolator for Electric Water Heater 電熱水器開關掣	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	-	1	1	1	-	-
Lavatory 洗手間	Fused Spur Unit for Exhaust Fan 抽氣扇接線座	1	1	1	-	-	-	-	-	-	1	1	1	-	-	-	-	-	-	1	1	1	1	-	-	-	-	-	-
Air-Conditioning Platform 空調機平台	Isolator for Outdoor Air-conditioner 室外冷氣機開關掣	-	-	-	-	-	-	-	-	-	4	3	4	3	2	2	2	2	2	2	2	2	2	3	2	2	2	2	2
Private Flat Roof / Private Roof 私人平台/私人天台	Isolator for Outdoor Air-conditioner 室外冷氣機開關掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	-	-
	Weatherproof 13A Single Socket Outlet 防水13A單位電插座	1	1	1	1	1	1	1	1	1	-	-	-	-	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1
	Weatherproof Lighting Switch 防水燈掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	1	1

Notes:
1. The number shown in the above table denotes the quantity of appliance(s) is / are provided and / or installed in the residential property.
2. The symbol "-" as shown in the above table denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

備註：
1. 上表內的數字代表此設備於該住宅物業內所提供/安裝之數量。
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Tower 5 (5A & 5B) - Schedule of Mechanical & Electrical Provisions of Residential Properties　第5座(5A及5B)－住宅物業機電裝置數量説明表

Tower, Floor and Flat 座、樓層及單位		5(5A) 1/F 1樓			5(5B) 1/F 1樓						5(5A) 2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓			5(5B) 2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 27/F 2樓至3樓、5樓至12樓、15樓至23樓及25樓至27樓						5(5A) 27/F 27樓		5(5A) 28/F 28樓		5(5B) 28/F 28樓					
		A	B	C	A	B	C	D	E	F	A	B	C	A	B	C	D	E	F	A	B	A	B	A	B	C	D	E	F
Common Flat Roof 公用平台	Isolator for Outdoor Air-conditioner 室外冷氣機開關掣	4	3	4	3	2	2	2	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Staircase 樓梯	Lighting Switch 燈掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	-	-
	Fused Spur Unit for Indoor Air-conditioner Unit 室內冷氣機接線座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	-	-

Notes:
1. The number shown in the above table denotes the quantity of appliance(s) is / are provided and / or installed in the residential property.
2. The symbol "-" as shown in the above table denotes "Not provided" or "Not applicable".
3. 4/F, 13/F, 14/F & 24/F are omitted.

備註：
1. 上表內的數字代表此設備於該住宅物業內所提供/安裝之數量。
2. 上表「 - 」代表"不提供"或"不適用"。
3. 不設4樓、13樓、14樓及24樓。

24 SERVICE AGREEMENTS
服務協議

1. Potable and flushing water is supplied by Water Supplies Department.
2. Electricity is supplied by CLP Power Hong Kong Limited.
3. Towngas is supplied by The Hong Kong and China Gas Company Limited.

1. 食水及沖廁水由水務署供應。
2. 電力由中華電力有限公司供應。
3. 煤氣由香港中華煤氣有限公司供應。

25 GOVERNMENT RENT
地税

The Owner is liable for the Government rent payable for the specified residential properties from the date of the Land Grant up to and including the date of the assignments of the specified residential properties.

擁有人有法律責任就指明住宅物業繳付由批地文件之日期起計直至該等指明住宅物業之轉讓契之日期(包括該日)為止的地税。

26 MISCELLANEOUS PAYMENTS BY PURCHASER
買方的雜項付款

1. On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the Owner for the deposits for water, electricity and gas.
2. On that delivery, the purchaser is not liable to pay to the Owner a debris removal fee.

Note:
1. On that delivery, the purchaser is liable to pay a debris removal fee to the manager (not the Owner) of the Phase under the Principal Deed of Mutual Covenant and Management Agreement and where the Owner has paid that debris removal fee, the purchaser shall reimburse the Owner for the same.
2. The purchaser is liable to pay the above deposits and fee on that delivery notwithstanding that the exact amount of the deposits or fee is yet to be ascertained at the date on which the sales brochure is printed.

1. 在向買方交付指明住宅物業在空置情況下的管有權時，買方須負責向擁有人補還水、電力及氣體的按金。
2. 在交付時，買方不須向擁有人支付清理廢料的費用。

備註：
1. 在交付時，買方須根據主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。
2. 縱使上述按金或費用的款額在售樓說明書的印製日期尚未確定，買方仍須在交付時繳付上述按金及費用。

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

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the purchaser within 6 months after the date of completion of the sale and purchase of any specified residential property, remedy any defects in such property, or the fittings, finishes or appliances 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.

凡在任何指明住宅物業或於其相關買賣合約所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的行為或疏忽造成，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

1. The Land Grant requires the owners of the residential properties in the Phase to maintain slope at their own cost.

   Special Condition No.(66) of the Land Grant stipulates that:-

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

   (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (65) hereof.

   (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

   (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the 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."

   Special Conditions No. (74) of the Land Grant stipulates that:-

   "(a) The Grantee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on Plan Ia annexed hereto (herein referred to as "the Green Hatched Black Area") as the Director in his absolute discretion may require and shall, at all times during the term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Grantee), have also been affected. The Grantee shall indemnify and keep indemnified the Government, its agents and contractors against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever incurred by reason of such landslip, subsidence or falling away. The Grantee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Grantee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Grantee shall on demand repay to the Government the cost thereof.

   (b) Notwithstanding sub-clause (a) of this Special Condition, the obligations and rights of the Grantee in respect of the Green Hatched Black Area or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Grantee notice to that effect, and no claim whatsoever shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of this Special Condition.

   (c) For the purpose of this Special Condition, the reference to "Grantee" shall mean only the person entering into and executing this Agreement excluding his assigns and successors save and except the assignee to whom the undivided shares of the SCL Portion being assigned to pursuant to Special Condition No. (35)(a) hereof."

2. Each of the owners is obliged to contribute towards the costs of the maintenance work. Clause 16 of Section E of the Principal Deed of Mutual Covenant and Management Agreement stipulates that:-

   "(a) Subject to Clause 8(c) of this Section and the proviso to sub-clause (c) of this Clause, the Owners (save and except FSI as the Owner of the Government Accommodation) shall at their own costs and expense maintain in good substantial repair and condition to the satisfaction of the Director and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with "Geoguide 5 – Guide to Slope Maintenance" issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slope Maintenance Manual.

   (b) Subject to Clause 8(c) of this Section and the proviso to sub-clause (c) of this Clause, the Manager shall have full authority of the Owners (save and except the Owners of the Station and FSI as the Owner of the Government Accommodation) to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls. For the purpose of this sub-clause, the reference to "the Manager" includes the Owners' Corporation, if formed.

(c) All Owners (save and except the Owners of the Station and FSI as the Owner of the Government Accommodation) shall subject to Clause 8(c) of this Section and the proviso to this sub-clause, pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls PROVIDED THAT subject to Clause 8(c) of this Section, if any of the Slopes and Retaining Walls is situated within or abutting a Phase or Phases (which are for identification purpose only as shown Yellow and Yellow Cross-hatched Red on the slope plans of a scale of not less than 1:500 certified as to its accuracy by the Authorized Person and annexed hereto) or the Station (which are for identification purpose only as shown Yellow Hatched Red on the slope plans of a scale of not less than 1:500 certified as to its accuracy by the Authorized Person and annexed hereto), only the Owners of Units in that Phase or the relevant Phases or the Owners of the Station (as the case may be) shall at their own expense be responsible for maintaining, repairing and carrying out works in respect of such Slopes and Retaining Walls in accordance with this Clause.

(d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners (save and except FSI as the Owner of the Government Accommodation) if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners (save and except the Owners of the Station and FSI as the Owner of the Government Accommodation)."

3. The plan showing the slope and any retaining wall or related structures constructed, or to be constructed, within or outside the land on which the Phase is situated is set out at the end of this section.

4. Under the deed of mutual covenant, the Manager of the Phase has the owners' authority to carry out the maintenance work.

28 MAINTENANCE OF SLOPES 斜坡維修

1. 「批地文件」規定期數中的住宅物業的擁有人須自費維修斜坡。

「批地文件」特別條件第(66)條訂明：

(a) 如「該地段」內或在任何「政府」土地上現時或以往曾經配合或因應「該地段」或其任何部分的平整、水準測量或發展事宜，或「承批人」根據此等「批地條款」規定所執行的任何其他工程等，又或為任何其他目的，而進行任何削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，不論事前是否獲「署長」書面同意，「承批人」須在當時或嗣後任何時間，按需要自費進行和建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，以保護和支撐「該地段」內的土地及任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。「承批人」應在「批地文件」協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，以保持其修繕妥當及狀況良好，以令「署長」滿意。

(b) 「批地文件」本特別條件第(66)(a)條的規定不應損害政府在此等「批地條款」下的權利，特別是「批地文件」特別條件第(65)條。

(c) 無論何時，如因「承批人」進行任何平整、水準測量、發展或其他工程，或因其他事故導致或引起不論在「該地段」內或自「該地段」的土地或自任何毗連或毗鄰「政府」土地或已批租土地發生任何滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時須就「政府」、其代理及承辦商因有關滑土、山泥傾瀉或地陷而蒙受或招致的所有費用、收費、損害、索求及索償作出彌償。

(d) 「署長」除享有「批地文件」訂明可就違反任何此等「批地條款」追討的任何其他權利或補償權外，亦有權向「承批人」發出書面通知，要求「承批人」進行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承批人」疏忽或不按照通知訂明的期限內以「署長」滿意的方式執行通知的指示，「署長」可即時執行和進行任何必要的工程。「承批人」須在接獲通知時向「政府」償還有關的費用，以及任何行政或專業收費與費用。

「批地文件」特別條件第(74)條訂明：

(a) 「承批人」應依照「署長」全權酌情要求而自費在「批地文件」所夾附「圖則Ia」以綠色間黑斜線顯示的範圍(以下簡稱「綠色間黑斜線範圍」)進行及完成令「署長」滿意的土力勘探工程和斜坡處理、山泥傾瀉預防、緩解及補救工程，並在「批地文件」協定的整個批租期內自費維修「綠色間黑斜線範圍」，包括該處之內及之上的所有土地、斜坡處理工程、護土結構、排水結構及任何其他工程，以保持其狀況良好及修繕妥當，以令「署長」滿意。如「綠色間黑斜線範圍」內於「批地文件」協定的批租期內任何時間發生山泥傾瀉、地陷或滑土，「承批人」必須自費以「署長」滿意的方式還原及修復該處，如「署長」認為任何毗連或毗鄰地方因此受影響(「署長」的決定將作終論並對「承批人」約束)，亦須一併還原及修復。倘若因發生山泥傾瀉、地陷或滑土而招致任何責任、損失、損害、索償、開支、費用、收費、索求、訴訟及法律程序，「承批人」須向「政府」、其代理及承辦商彌償，並且保持令其獲得彌償。「承批人」須時刻確保在「綠色間黑斜線範圍」內無任何非法挖掘或傾倒工程。如事前獲「署長」書面批准，「承批人」可架設圍欄或其他屏障防止此等非法挖掘或傾倒工程。如有違反任何此等「批地條件」，「署長」除擁有本文訂明的任何其他權利或補償權外，亦有權隨時發出書面通知，要求「承批人」執行土力勘探工程、斜坡處理、山泥傾瀉預防、緩解及補救工程，以及維修、還原或修復任何受山泥傾瀉、地陷或滑土影響的土地、結構或工程。如「承批人」疏忽或未能以「署長」滿意的方式在通知訂明的期限內履行通知的規定，「署長」可於期限屆滿後執行及進行所需工程，「承批人」須在接獲通知時向「政府」償還有關的費用。

(b) 儘管有「批地文件」特別條件第(74)(a)條之規定，如「政府」向「承批人」發出相關的通知，「批地文件」特別條件第(74)條所訂「承批人」就「綠色間黑斜線範圍」或其任何部分擁有的責任及權利即絕對終止。如終止權責令「承批人」蒙受或招致任何損失、損害、滋擾或開支，「承批人」不可向「政府」或「署長」或其獲授權人員申索賠償。然而，終止權責將不妨礙「政府」就任何之前已發生的違反、不履行或不遵守「批地文件」特別條件第(74)(a)條規定的事情而行使任何應有的權利或補償。

(c) 就「批地文件」特別條件第(74)條而言，「承批人」一詞僅指訂立和執行「批地文件」的人士，並不包括其受讓人及繼承人，惟根據「批地文件」特別條件第(35)(a)條承讓「沙中綫部分」不分割份數的受讓人例外。

2. 每名擁有人均須分擔維修工程的費用。主公契及管理協議第E節第16條訂明：

(a) 受限於「主公契」第E節第8(c)條及該條款的但書，「業主」(作為「政府樓宇」「業主」的「財政司司長法團」除外)須按土力工程處印發的「岩土指南第五冊—斜坡維修指南」(以不時的修訂或取代為準)和斜坡保養手冊自費保養「斜坡及護土牆」處於修繕妥當的狀態，並進行政府批地文件所要求有關的一切工程，達至「署長」滿意。

(b) 受限於「主公契」第E節第8(c)條及該條款的但書，「管理人」特此獲「業主」(「車站」「業主」及作為「政府樓宇」「業主」的「財政司司長法團」除外)充分授權，聘請適當及合資格人士按斜坡保養手冊及政府主管部門不時對保養「斜坡及護土牆」發出的一切指引視察、保持及保養「斜坡及護土牆」處於修繕妥當的狀態和進行有關的一切工程，以符合政府批地文件的規定。就此條款而言，「管理人」一詞包括業主立案法團(如成立)。

(c) 所有「業主」(「車站」「業主」及作為「政府樓宇」「業主」的「財政司司長法團」除外)受限於「主公契」第E節第8(c)條及該條款的但書，須負責向「管理人」支付「管理人」就「斜坡及護土牆」進行保養、維修及任何其他工程的合法支出或將支出的一切費用，惟受限於「主公契」第E節第8(c)條，如果任何「斜坡及護土牆」位於「期數」內或鄰接一個或多個「期數」(於「主公契」所夾附經「認可人士」核證準確的斜坡圖則以黃色及黃色間紅交叉斜線顯示，最小比例為1:500，僅供識別)或「車站」(於「主公契」所夾附經「認可人士」核證準確的斜坡圖則以黃色間紅斜線顯示，最小比例為1:500，僅供識別)，只有該「期數」或有關期數的「單位」「業主」或「車站」「業主」(視乎情況而定)須負責自費根據此條款就「斜坡及護土牆」進行保養、維修及有關工程。

(d) 如「管理人」已盡了一切合理努力，但未能向全體「業主」(「車站」「業主」及作為「政府樓宇」「業主」的「財政司司長法團」除外)收取要求工程的費用，「管理人」就「斜坡及護土牆」根據批地文件的條款的進行任何要求，則毋須承擔個人責任，該責任須由「業主」承擔(作為「政府樓宇」「業主」的「財政司司長法團」除外)。

3. 在本節末有顯示該斜坡及已經或將會在期數所位於的土地之內或之外建造的任何護土牆或有關構築物的圖則。

4. 根據公契，期數的管理人獲擁有人授權進行維修工程。

Legend 圖例

Boundary of Site B^ of Kowloon Inland Lot No. 11264
九龍內地段第11264號地盤B^的界線

Boundary of the Development
發展項目的界線

Boundary between Site A (station)/
Site A (excluding station and government accommodation)
地盤A(港鐵站)/
地盤A(不包括港鐵站及政府樓宇)之間的界線

Slopes and Retaining Walls (Site B)
斜坡及護土牆(地盤B)

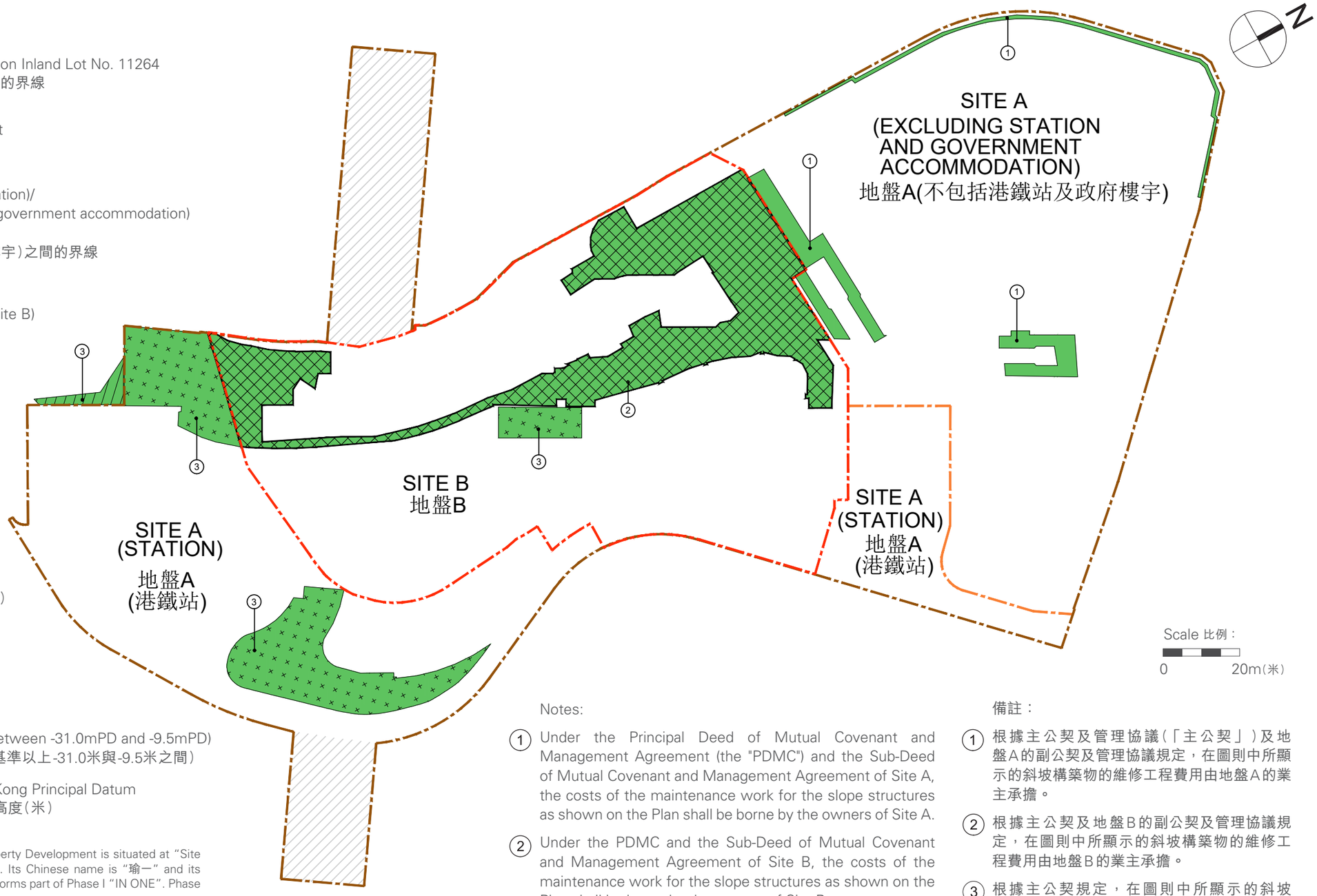
Slopes and Retaining Walls (Site A (excluding station and government accommodation))
斜坡及護土牆(地盤A(不包括港鐵站及政府樓宇))

Slopes and Retaining Walls (Site A (station))
斜坡及護土牆(地盤A(港鐵站))

Green Hatched Black Area
綠色間黑斜線範圍

Part of Ho Man Tin Station (Between -31.0mPD and -9.5mPD)
何文田站之部分(香港主水平基準以上-31.0米與-9.5米之間)

mPD = Metres above Hong Kong Principal Datum
香港主水平基準以上高度(米)



Note:
^Phase I of Ho Man Tin Station Property Development is situated at "Site B" of Kowloon Inland Lot No.11264. Its Chinese name is "瑜一" and its English name is "IN ONE". Phase IC forms part of Phase I "IN ONE". Phase IC comprises Tower 5 (5A & 5B).

備註：
^何文田站物業發展項目的第I期，位於九龍內地段第11264號之「地盤B」，中文名稱為「瑜一」，英文名稱為"IN ONE"。第IC期為第I期「瑜一」其中之一個期數。第IC期包括第5座(5A及5B)。

Notes:

(1) Under the Principal Deed of Mutual Covenant and Management Agreement (the "PDMC") and the Sub-Deed of Mutual Covenant and Management Agreement of Site A, the costs of the maintenance work for the slope structures as shown on the Plan shall be borne by the owners of Site A.

(2) Under the PDMC and the Sub-Deed of Mutual Covenant and Management Agreement of Site B, the costs of the maintenance work for the slope structures as shown on the Plan shall be borne by the owners of Site B.

(3) Under the PDMC, the costs of the maintenance work for the slope structures as shown on the Plan shall be borne by the owners of the Station.

備註：

(1) 根據主公契及管理協議(「主公契」)及地盤A的副公契及管理協議規定，在圖則中所顯示的斜坡構築物的維修工程費用由地盤A的業主承擔。

(2) 根據主公契及地盤B的副公契及管理協議規定，在圖則中所顯示的斜坡構築物的維修工程費用由地盤B的業主承擔。

(3) 根據主公契規定，在圖則中所顯示的斜坡構築物的維修工程費用由港鐵站的業主承擔。

29 MODIFICATION 修訂

There is no on-going application to the Government for modification of the Land Grant for the Phase.

期數現時沒有向政府提出申請修訂「批地文件」。

Noise Mitigation Measures

The following Noise Mitigation Measures to mitigate noise from road traffic are provided in the Phase:

• Acoustic Window (baffle type)

The Acoustic Window (baffle type) is located in selected residential properties. The Acoustic Window (baffle type) has an inner sliding glass panel behind an outer window, both readily openable, for creating an air gap for the supply of fresh air with noise mitigating effect. The Acoustic Window (baffle type) comprises two glazing – (i) the outer window system with side hung / top hung openable window and (ii) the inner sliding panel.

• Enhanced Acoustic Balcony (baffle type)

The Enhanced Acoustic Balcony (baffle type) is located in selected residential properties. The Enhanced Acoustic Balcony (baffle type) has an inner sliding glass panel behind an outer door, both readily openable, for creating an air gap for the supply of fresh air with noise mitigating effect. The Enhanced Acoustic Balcony (baffle type) comprises two glazing – (i) the outer door system with openable glass door and (ii) the inner sliding panel. The Enhanced Acoustic Balcony (baffle type) is with 1.2m high balustrade on three sides and the ceiling is provided with sound absorption material , except for units without ceiling cover.

• Auto-Closing Door

Auto-Closing Door is provided for the access of utility platform / private flat roofs at selected residential properties. Auto-close mechanism is integrated to the door of utility platform / private flat roofs, ensuring the door at the utility platform / private flat roofs will remain closed at all times except when accessing the utility platform / private flat roofs, and noise would be reduced from entering into the rooms such that an acceptable indoor environment can be achieved. These utility platform / private flat roofs with Auto-Closing Door cannot be relied on for ventilation.

• Solid Wall

Minimum 1.1m solid wall are erected at 1/F

The Solid Wall is located in selected residential properties. The Solid Wall can shield off noise from road traffic at lower level. The Solid Wall here represents glass balustrade and glass parapet.

• Fixed Glazing (with or without Maintenance Window)

The Fixed Glazing (with or without maintenance window) is provided at selected residential properties. The window can reduce noise entering into the rooms so that an acceptable indoor environment can be achieved. All maintenance windows will be equipped removable handle or key lock system to ensure the window would be kept closed at all times except for occasional maintenance and cleaning.

All owners of residential properties shall comply with all the ordinances, by-laws, Government regulations of Hong Kong, and guidelines and directions as may be issued by any Government authorities from time to time in relation to the use, maintenance or operation of Noise Mitigation Measures. All owners of residential properties shall not perform or allow to perform any actions that may affect the Noise Mitigation Measures in anyway.

Please refer to "Floor Plans of Residential Properties in the Phase" section of this sales brochure for locations of the Noise Mitigation Measures.

噪音緩解措施

期數將提供以下噪音緩解措施以緩解道路交通所造成之噪音：

• 減音窗戶(擋音式)

個別住宅物業提供減音窗戶(擋音式)。減音窗戶(擋音式)的外層窗戶背面附有可滑動的內層玻璃嵌板，兩者都是可開啟的，當中的氣隙能用作供應新鮮空氣及可減弱室外噪音。減音窗戶(擋音式)由雙層玻璃組成 - (i) 配有可開啟的側吊窗/上懸式窗的外層窗戶系統和 (ii) 可滑動的內層嵌板。

• 強效減音露台(擋音式)

個別住宅物業提供強效減音露台(擋音式)。強效減音露台(擋音式)的外層落地玻璃門背面附有可滑動的內層玻璃嵌板，兩者都是可開啟的，當中的氣隙能用作供應新鮮空氣及可減弱室外噪音。強效減音露台(擋音式)由雙層玻璃組成 - (i) 配有可開啟的玻璃門的外層落地玻璃門系統和 (ii) 可滑動的內層嵌板。強效減音露台(擋音式)三邊為1.2米高之實心圍欄。而天花配有吸音物料，不設有天花覆蓋單位除外。

• 自行關閉式門

個別住宅物業提供自行關閉式門以通往工作平台/私人平台。設於工作平台/私人平台的門裝置自行關閉系統，以確保工作平台/私人平台的門保持關閉而只會在通往工作平台/私人平台時開啓，並可將傳入至室內的噪音減弱，從而達到可接受的室內環境。設於工作平台/私人平台的自行關閉式門不能作通風之用。

• 實心牆

最少1.1米高的實心牆置於1樓。

個別住宅物業配有實心牆。實心牆能阻隔從下方馬路所產生的噪音。實心牆在此可指玻璃欄杆及玻璃圍欄。

• 固定玻璃窗戶(配有或不配有維修用窗)

個別住宅物業提供固定玻璃窗戶(配有或不配有維修用窗)。此窗戶可將傳入至室內的噪音減弱，從而達到可接受的室內環境。所有維修用窗裝有可拆卸手柄或鑰匙系統而確保窗戶經常保持關閉而只能在非經常性維修及清潔時開啓。

所有住宅物業之業主均須遵守香港的所有條例、附例及政府規例，以及任何政府當局不時就噪音緩解措施的使用、維護或操作發出的指引和指示。所有住宅物業之業主不得作出或允許作出任何可能影響噪音緩解措施的行為。

請參閱本售樓說明書之「發展項目的住宅物業的樓面平面圖」一節以了解噪音緩解措施的位置。

Schedule of Noise Mitigation Measures

Tower	Floor	Flat	Room	Noise Mitigation Measures
5 (5A)	1/F	A, B, C	-	Min. 1.1m high solid wall erected at flat roof
	1/F	C	M.B.R.	Fixed Glazing (with or without maintenance window), Acoustic Window (baffle type)
	1/F	C	B.R.1	Acoustic Window (baffle type)
	2/F - 3/F & 5/F - 9/F	A	LIV./DIN.	Enhanced Acoustic Balcony (baffle type), Fixed Glazing (with or without maintenance window)
	2/F - 3/F & 5/F - 6/F	A	M.B.R.	Fixed Glazing (with or without maintenance window), Acoustic Window (baffle type)
	2/F - 3/F & 5/F - 7/F	A	B.R.1	Acoustic Window (baffle type)
	2/F - 3/F & 5/F - 9/F	A	B.R.2	Acoustic Window (baffle type)
	2/F - 3/F, 5/F - 12/F & 15/F - 16/F	B	LIV./DIN.	Enhanced Acoustic Balcony (baffle type), Fixed Glazing (with or without maintenance window)
	2/F - 3/F, 5/F - 12/F & 15/F - 17/F	B	B.R.2	Acoustic Window (baffle type)
	2/F - 3/F, 5/F - 12/F & 15/F - 18/F	B	B.R.1	Acoustic Window (baffle type), U.P. with Auto-closing Door
	2/F - 3/F, 5/F - 12/F & 15/F - 19/F	C	LIV./DIN.	Enhanced Acoustic Balcony (baffle type), Fixed Glazing (with or without maintenance window)
	2/F - 3/F, 5/F - 12/F & 15/F - 21/F	C	B.R.2	Acoustic Window (baffle type)
	2/F - 3/F, 5/F - 12/F & 15/F - 22/F	C	B.R.1	Acoustic Window (baffle type)
	2/F - 3/F, 5/F - 12/F & 15/F - 23/F	C	M.B.R.	Acoustic Window (baffle type)
	2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F	C	M.B.R.	Fixed Glazing (with or without maintenance window)
5 (5B)	1/F	E	B.R.1	Fixed Glazing (with or without maintenance window)
	2/F - 3/F, 5/F - 12/F, 15/F - 23/F & 25/F - 26/F	E	B.R.1	Fixed Glazing (with or without maintenance window)

Notes:
1. Please refer to page 24 of this sales brochure for legend of the terms and abbreviations in studying the Schedule above.
2. The Vendor may or have applied to the Building Authority for alternations to the latest approved building plans to tally with the Noise Impact Assessment report.

噪音緩解措施說明表

座	樓層	單位	房間	噪音緩解措施
5 (5A)	1樓	A, B, C	-	最少1.1米高的實心牆置於平台
	1樓	C	主人睡房	減音窗戶(擋音式)、 固定玻璃窗戶(配有或不配有維修用窗)
	1樓	C	睡房1	減音窗戶(擋音式)
	2樓至3樓及5樓至9樓	A	客廳/飯廳	強效減音露台(擋音式)、 固定玻璃窗戶(配有或不配有維修用窗)
	2樓至3樓及5樓至6樓	A	主人睡房	減音窗戶(擋音式)、 固定玻璃窗戶(配有或不配有維修用窗)
	2樓至3樓及5樓至7樓	A	睡房1	減音窗戶(擋音式)
	2樓至3樓及5樓至9樓	A	睡房2	減音窗戶(擋音式)
	2樓至3樓、5樓至12樓及15樓至16樓	B	客廳/飯廳	強效減音露台(擋音式)、 固定玻璃窗戶(配有或不配有維修用窗)
	2樓至3樓、5樓至12樓及15樓至17樓	B	睡房2	減音窗戶(擋音式)
	2樓至3樓、5樓至12樓及15樓至18樓	B	睡房1	減音窗戶(擋音式)、 設於工作平台的自行關閉式門
	2樓至3樓、5樓至12樓及15樓至19樓	C	客廳/飯廳	強效減音露台(擋音式)、 固定玻璃窗戶(配有或不配有維修用窗)
	2樓至3樓、5樓至12樓及15樓至21樓	C	睡房2	減音窗戶(擋音式)
	2樓至3樓、5樓至12樓及15樓至22樓	C	睡房1	減音窗戶(擋音式)
	2樓至3樓、5樓至12樓、15樓至23樓	C	主人睡房	減音窗戶(擋音式)
	2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓	C	主人睡房	固定玻璃窗戶(配有或不配有維修用窗)

座	樓層	單位	房間	噪音緩解措施
5 (5B)	1樓	E	睡房1	固定玻璃窗戶(配有或不配有維修用窗)
	2樓至3樓、5樓至12樓、15樓至23樓及25樓至26樓	E	睡房1	固定玻璃窗戶(配有或不配有維修用窗)

備註：
1. 請參閱本售樓說明書第24頁之圖例以協助閱讀上述說明表之名稱和簡稱。
2. 賣方可能或已經向屋宇署申請更改最後批准的建築圖則，以符合噪音影響評估報告。

31 ADDRESS OF THE WEBSITE DESIGNATED BY THE VENDOR FOR THE PHASE
賣方就期數指定的互聯網網站的網址

The address of the website designated by the Vendor for the Phase for the purposes of Part 2 of the Residential Properties (First-hand Sales) Ordinance: www.inone.com.hk/phaseIC

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

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 Phase.

		Area (m^2)
Disregarded GFA under Building (Planning) Regulations 23(3)(b)		
1. (#)	Carpark and loading/unloading area excluding public transport terminus	67.840
2.	**Plant rooms and similar services**	
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, TBE room for access facilities for mobile services, rooftop telecommunications equipment room, intermediate telecommunications equipment room, refuse storage chamber, etc.	91.032
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.	991.340
2.3	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc.	Not Applicable
Green Features under Joint Practice Notes 1 and 2		
3.	Balcony	238.736
4.	Wider common corridor and lift lobby	162.528
5.	Communal sky garden	Not Applicable
6.	Acoustic fin	Not Applicable
7.	Wing wall, wind catcher and funnel	Not Applicable
8.	Non-structural prefabricated external wall	108.101
9.	Utility platform	167.250
10.	Noise barrier	Not Applicable
Amenity Features		
11.	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office	66.594
12.	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities	Not Applicable
13.	Covered landscaped and play area	Not Applicable
14.	Horizontal screen/covered walkway and trellis	31.597
15.	Larger lift shaft	308.543
16.	Chimney shaft	Not Applicable
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room	Not Applicable
18. (#)	Pipe duct, air duct and vertical riser for mandatory feature or essential plant room	310.420
19.	Pipe duct, air duct for non-mandatory or non-essential plant room	Not Applicable
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature	Not Applicable
21.	Void in duplex domestic flat and house	Not Applicable
22.	Sunshade and reflector	Not Applicable
23. (#)	Projecting planters and minor projection such as A/C box, A/C platform, window cill and projecting window	559.321
24.	Other projection such as A/C box and platform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway	Not Applicable
Other Exempted Items		
25. (#)	Refuge floor including refuge floor cum sky garden	Not Applicable
26.	Covered area under large projecting/overhanging feature	Not Applicable
27.	Public transport terminus	Not Applicable
28. (#)	Party structure and common staircase	Not Applicable
29. (#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	312.434
30.	Public passage	Not Applicable
31.	Covered set back area	Not Applicable
Bonus GFA		
32.	Bonus GFA	Not Applicable
Additional Green Features under Joint Practice Note (No. 8)		
33.	Buildings adopting Modular Integrated Construction	Not Applicable

Note: The above table is based on the requirements as stipulated in the Practice Notes 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.

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期數佔用許可證前呈交予並獲建築事務監督批准前，以下總樓面面積寬免的分項的資料仍可能有所修改。

		面積(平方米)
根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積		
1. (#)	停車場及上落客貨地方(公共交通總站除外)	67.840
2.	**機房及相類設施**	
2.1	所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》(《作業備考》)或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室(訊播室)、為流動通訊接達設施而設的訊播室、天台電訊設備室、中層電訊設備室、垃圾房等	91.032
2.2 (#)	所佔面積不受任何《作業備考》或規例限制的強制性設施或必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	991.340
2.3	非強制性或非必要機房，例如空調機房、送風櫃房等	不適用
根據聯合作業備考第1號及第2號提供的環保設施		
3.	露台	238.736
4.	加闊的公用走廊及升降機大堂	162.528
5.	公用空中花園	不適用
6.	隔聲艚	不適用
7.	翼牆、捕風器及風斗	不適用
8.	非結構預製外牆	108.101
9.	工作平台	167.250
10.	隔音屏障	不適用

		面積(平方米)
適意設施		
11.	管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衛室和廁所， 以及業主立案法團辦事處	66.594
12.	住宅康樂設施，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	不適用
13.	有蓋園景區及遊樂場地	不適用
14.	橫向屏障/有蓋人行道及花棚	31.597
15.	擴大升降機槽	308.543
16.	煙囪管道	不適用
17.	其他非強制性或非必要機房、例如鍋爐房、衛星電視共用天線房	不適用
18. (#)	強制性設施或必要機房所需的管槽、氣槽及垂直立管	310.420
19.	非強制性設施或非必要機房所需的管槽及氣槽	不適用
20.	環保系統及設施所需的機房、管槽及氣槽	不適用
21.	複式住宅單位及洋房的中空空間	不適用
22.	遮陽蓬及反光罩	不適用
23. (#)	伸出式花槽及小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台	559.321
24.	《作業備考》APP-19第3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台，及維修通道	不適用
其他項目		
25. (#)	庇護層，包括庇護層兼空中花園	不適用
26.	大型伸出/外懸設施下的有蓋地方	不適用
27.	公共交通總站	不適用
28. (#)	共用構築物及公用樓梯	不適用
29. (#)	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	312.434
30.	公眾通道	不適用
31.	有蓋的後移部分	不適用
額外總樓面面積		
32.	額外總樓面面積	不適用
根據聯合作業備考(第8號)提供的額外環保設施		
33.	採用「組裝合成」建築法的樓宇	不適用

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

Environmental Assessment of the Building



建築物的環境評估



Estimated Energy Performance or Consumption for the common parts of the Phase

Latest information on the estimated energy performance or consumption for the common parts of the Phase as submitted to the Building Authority prior to the printing of the sales brochures:

期數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期數的公用部份的預計能量表現或消耗的最近期資料：

Part I 第 I 部分	
Provision of Central Air Conditioning 提供中央空調	NO 不是
Provision of Energy Efficient Features 提供具能源效益的設施	YES 是
Energy Efficient Features Proposed 擬安裝的具能源效益的設施	1. Use of Electrical Appliances with Energy Label under EMSD's Mandatory Energy Efficiency Labeling Scheme 使用具有強制性能源效益標籤計劃的標籤的電器
	2. Use of Energy Saving Lighting Fittings for Communal Area 於公共空間使用節能照明配件
	3. Regenerative Lifts with Power Regeneration Function to be Used 使用具電力再生功能的升降機
	4. Higher Efficient Luminaries 高效能照明裝置
	5. Higher Efficient Split-type Unit 高效能分體式冷氣機
	6. Higher Efficient Motor for Lift 高效能升降機摩打

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(註腳3)的部份	3454.700	151.10	N/A 不適用	126.93	N/A 不適用

Part III : The following installations 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 冷氣機裝置	✓	-	-
Electrical Installations 電力裝置	✓	-	-
Lift & Escalator Installations 升降機及自動梯的裝置	✓	-	-
Performance-based Approach 以總能源為本的方法	-	-	✓

Notes:
1. In general, the lower the estimated "Annual Energy Use" of the building, the more efficient of the building in terms of energy use. For example, if the estimated "annual energy use of proposed building" is less than the estimated "annual energy use of baseline building", it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.

   The predicted annual energy use, in terms of electricity consumption (kWh/m2/annum) and town gas/LPG consumption (unit/m2/annum), of the 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.

備註：
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。

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34 DATE OF PRINTING OF SALES BROCHURE
售樓説明書印製日期

Date of Printing of sales brochure:

23 March 2023

售樓説明書印製日期：

2023年3月23日

35 POSSIBLE FUTURE CHANGES
日後可能出現的改變

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

期數及其周邊地區日後可能出現改變。

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
10 May 2023 2023年5月10日	Table of contents 目錄	Table of contents is updated. 更新目錄。
	3, 6	Notes to Purchasers of First-hand Residential Properties are updated. 更新一手住宅物業買家須知。
	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	14, 15	Aerial photographs of the Phase are updated. 更新期數的鳥瞰照片。
	24	Remarks to Layout Plan of the Development are revised. 修訂發展項目的布局圖的附註。
	147	New section of Examination Record is added. 新增檢視紀錄章節。
4 August 2023 2023年8月4日	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	14, 15	Aerial photographs of the Phase are updated. 更新期數的鳥瞰照片。
	21	Outline Zoning Plan etc. Relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖等。
	23a	Outline Zoning Plan etc. Relating to the Development is added. 新增關乎發展項目的分區計劃大綱圖等。
	111	Fittings, finishes and appliances are updated. 更新裝置、裝修物料及設備。
2 November 2023 2023年11月2日	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	23	Outline Zoning Plan etc. Relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖等。
	74, 86a	Summary of Land Grant is updated. 更新批地文件的摘要。

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
29 January 2024 2024年1月29日	8	Information on vendor and others involved in the phase is updated. 更新賣方及有參與期數的其他人的資料。
	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	24	Layout plan of the Development is updated. 更新發展項目的布局圖。
	26, 28, 30, 32, 34	Floor plans of residential properties in the phase are updated. 更新期數的住宅物業的樓面平面圖。
	99, 100	Cross-section plans of building in the phase are updated. 更新期數中的建築物的橫截面圖。
	101 - 104	Elevation plans are updated. 更新立面圖。
	105	Information on Common Facilities in the phase is updated. 更新期數中的公用設施的資料。
	141, 142, 144	Information in application for concession on gross floor area of building are updated. 更新申請建築物總樓面面積寬免的資料。
25 April 2024 2024年4月25日	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	14, 15	Aerial photographs of the Phase are updated. 更新期數的鳥瞰照片。
	23a	Outline Zoning Plan etc. Relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖等。
	24	Layout plan of the Development is updated. 更新發展項目的布局圖。
	99, 100	Cross-section plans of building in the phase are updated. 更新期數中的建築物的橫截面圖。
	101 - 104	Elevation plans are updated. 更新立面圖。
	141, 142	Information in application for concession on gross floor area of building are updated. 更新申請建築物總樓面面積寬免的資料。

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
21 June 2024 2024年6月21日	9	Relationship Between Parties Involved in the Phase is updated. 更新有參與期數的各方的關係。
	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	24	Layout plan of the Development is updated. 更新發展項目的布局圖。
	43, 44, 53	Summary of Deed of Mutual Covenant is updated. 更新公契的摘要。
	101 - 104	Elevation plans are updated. 更新立面圖。
3 September 2024 2024年9月3日	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	21	Outline Zoning Plan etc. Relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖等。
	24	Layout plan of the Development is updated. 更新發展項目的布局圖。
	34	Floor plan of residential properties in the phase is updated. 更新期數的住宅物業的樓面平面圖。
	99, 100	Cross-section plans of building in the phase are updated. 更新期數中的建築物的橫截面圖。
	101 - 104	Elevation plans are updated. 更新立面圖。
	141, 142	Information in application for concession on gross floor area of building are updated. 更新申請建築物總樓面面積寬免的資料。

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
19 November 2024 2024年11月19日	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	14	Aerial photograph of the Phase is updated. 更新期數的鳥瞰照片。
	15	Aerial photograph of the Phase is deleted and replaced with blank page. 刪除期數的鳥瞰照片並換上空白頁。
	24	Remarks to Layout plan of the Development are updated. 更新發展項目的布局圖的附註。
	103	Elevation plan is updated. 更新立面圖。
20 December 2024 2024年12月20日	8	Information on vendor and others involved in the phase is updated. 更新賣方及有參與期數的其他人的資料。
	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	14	Aerial photograph of the Phase is updated. 更新期數的鳥瞰照片。
	15, 15a, 15b	Aerial photographs of the Phase are added. 新增期數的鳥瞰照片。
	24	Layout plan of the Development is updated. 更新發展項目的布局圖。
	34	Floor plan of residential properties in the phase is updated. 更新期數的住宅物業的樓面平面圖。
	101, 102	Elevation plans are updated 更新立面圖。
	141, 142	Information in application for concession on gross floor area of building are updated. 更新申請建築物總樓面面積寬免的資料。

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
18 March 2025 2025年3月18日	7	Information on the Phase is updated. 更新期數的資料。
	10	Information on Design of the Phase is updated. 更新期數的設計的資料。
	12	Information on Property Management is updated. 更新物業管理的資料。
	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	22	Outline Zoning Plan etc. Relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖等。
	24	Layout plan and remarks to Layout plan of the Development are updated. 更新發展項目的布局圖及布局圖的附註。
	42, 52	Summary of Deed of Mutual Covenant is updated. 更新公契的摘要。
	101 - 103	Elevation plans are updated. 更新立面圖。
	135	Maintenance of Slopes is updated. 更新斜坡維修。

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
16 June 2025 2025年6月16日	Table of contents 目錄	Table of contents is updated. 更新目錄。
	7	Information on the Phase is updated. 更新期數的資料。
	8	Information on vendor and others involved in the phase is updated. 更新賣方及有參與期數的其他人的資料。
	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	24	Remarks to Layout plan of the Development are updated. 更新發展項目的布局圖的附註。
	42, 52	Summary of Deed of Mutual Covenant is updated. 更新公契的摘要。
	145	This page is deleted and replaced with blank page. 刪除該頁並換上空白頁。
15 September 2025 2025年9月15日	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	14, 15	Aerial photographs of the Phase are updated. 更新期數的鳥瞰照片。
	15a, 15b	Those pages are deleted. 刪除該頁。
	17	Outline Zoning Plan etc. Relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖等。
11 December 2025 2025年12月11日	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	16, 22	Outline Zoning Plan etc. Relating to the Development are updated. 更新關乎發展項目的分區計劃大綱圖等。

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
10 March 2026 2026年3月10日	13	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	14	Aerial photograph of the Phase is updated. 更新期數的鳥瞰照片。
	15	Aerial photograph of the Phase is deleted and replaced with blank page. 刪除期數的鳥瞰照片並換上空白頁。
	23	Outline Zoning Plan etc. Relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖等。
	143	Information in application for concession on gross floor area of building is updated. 更新申請建築物總樓面面積寬免的資料。