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80 MAIDSTONE ROAD

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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 plans¹ as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

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.

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

5. Sales brochure

- Ensure that the sales brochure 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.
- 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.

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.

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

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

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

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

8. Register of Transactions

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

9. Agreement for sale and purchase

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

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- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

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

15. Estimated material date and handing over date

- Check the estimated material date³ for the development in the sales brochure.
 - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.
- 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.

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.

- The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

For first-hand completed residential properties

16. Vendor's information form

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

17. Viewing of property

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

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

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

Other useful contacts:

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

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

Real Estate Developers Association of Hong Kong	
Telephone	: 2826 0111
Fax	: 2845 2521

Sales of First-hand Residential Properties Authority
Transport and Housing Bureau
August 2017

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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、前庭或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。

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。

- 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及內部尺寸²。售樓說明書所提供有關住宅物業外部及內部的尺寸，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。
- 閱覽售樓說明書，並須特別留意以下資訊：
 - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享有有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
 - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
 - 室內和外部的裝置、裝修物料和設備；
 - 管理費按甚麼基準分擔；
 - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
 - 小業主是否須要負責維修斜坡。

6. 政府批地文件和公契

- 閱覽政府批地文件和公契（或公契擬稿）。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供政府批地文件和公契（或公契擬稿）的複本，供準買家免費閱覽。

- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。

- 留意公契內訂明有關物業內可否飼養動物。

7. 售樓處內有關可供揀選住宅物業的資料

- 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」，您可從該「消耗表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日開始時有哪些住宅物業可供出售，以及在該個銷售日內有哪些住宅物業已獲揀選及售出。

- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立臨時買賣合約。

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—

- 每個住宅物業的外部尺寸；
- 每個住宅物業的內部尺寸；
- 每個住宅物業的內部間隔的厚度；
- 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。

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8. 成交紀錄冊

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

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 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同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。
- 收樓日期
 - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意（視屬何種情況而定）。
 - 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
 - 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件（包括佔用許可證）發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。

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。

1 NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

- 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。

- 認可人士可批予在預計關鍵日期之後完成發展項目

- 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：

➤ 工人罷工或封閉工地；

➤ 暴動或內亂；

➤ 不可抗力或天災；

➤ 火警或其他賣方所不能控制的意外；

➤ 戰爭；或

➤ 惡劣天氣。

- 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。

- 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。

- 如對收樓日期有任何疑問，可向賣方查詢。

適用於一手已落成住宅物業

16. 賣方資料表格

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

17. 參觀物業

- 購置住宅物業前，確保已獲安排參觀您打算購置的住宅物業。倘參觀有關物業並非合理地切實可行，則應參觀與有關物業相若的物業，除非您以書面同意賣方無須開放與有關物業相若的物業供您參觀。您應仔細考慮，然後才決定是否簽署豁免上述規定的書面同意。

- 除非有關物業根據租約持有，或為確保物業參觀者的人身安全而須設定合理限制，您可以對該物業進行量度、拍照或拍攝影片。

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

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

其他相關聯絡資料：

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

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

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

運輸及房屋局

一手住宅物業銷售監管局

2017年8月

2 INFORMATION ON THE DEVELOPMENT 發展項目的資料

Name of the Development

80 Maidstone Road

發展項目名稱

翰啟

The name of the street at which the Development is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Development

No.80 Maidstone Road (Note: This provisional street number is subject to confirmation when the Development is completed)

發展項目所位於的街道的名稱及由差餉物業估價署署長為識別發展項目的目的而編配的門牌號數

美善同道80號（註：此臨時門牌號數有待發展項目建成時確認）

The Development consists of one multi-unit building.

發展項目包含一幢多單位建築物。

Total number of storeys of the multi-unit building

28 (exclusive of roof, machine room floor, generator room floor and top roof)

該幢多單位建築物的樓層的總數

28層（不包括天台、機房層、發電機房層及頂層天台）

The floor numbering in the multi-unit building as provided in the approved building plans for the Development

B/F, G/F, 1/F, 2/F, 3/F, 5/F-12/F, 15/F-23/F & 25/F-30/F

發展項目的經批准的建築圖則所規定的該幢多單位建築物內的樓層號數

底層、地下、1樓、2樓、3樓、5樓至12樓、15樓至23樓及25樓至30樓

Omitted floor numbers in the multi-unit building

4/F, 13/F, 14/F & 24/F omitted

該幢多單位建築物內被略去的樓層號數

不設4樓、13樓、14樓及24樓

Refuge floor of the multi-unit building

Roof

該幢多單位建築物內的庇護層

天台

The estimated material date for the Development, as provided by the Authorized Person for the Development

30 June 2019

“Material date” means the date on which the conditions of the land grant are complied with in respect of the Development.

由發展項目的認可人士提供的該項目的預計關鍵日期

2019年6月30日

「關鍵日期」指批地文件的條件就該項目或該期符合的日期。

The estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the development has been completed or is deemed to be completed (as the case may be).

預計關鍵日期，是受到買賣合約所允許的任何延期所規限的。為買賣合約的目的，在不局限任何其他可用以證明該項目落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為該項目已落成或當作已落成（視屬何情況而定）的確證。

3

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方及有參與發展項目的其他人的資料

Vendor Fame Top Investment Limited	賣方 高譽投資有限公司
Holding Companies of the Vendor Not Applicable	賣方控權公司 不適用
Authorized Person for the Development Yu Lin Keung Maurice	發展項目的認可人士 余鍊強
The firm or corporation of which an authorized person for the Development is a proprietor, director or employee in his or her professional capacity T.K. Tsui - Gabriel Yu Limited	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 崔德剛－余鍊強建築工程師樓有限公司
Building Contractor for the Development Ching Lee Engineering Limited	發展項目的承建商 正利工程有限公司
The firm of solicitors acting for the owner in relation to the sale of residential properties in the Development Cheung, Chan & Chung	就發展項目中的住宅物業的出售而代表擁有人行事的律師事務所的名稱 張陳鍾律師行
Authorized institutions that have made a loan, or has undertaken to provide finance, for the construction of the development Bank of China (Hong Kong) Limited	已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構 中國銀行（香港）有限公司
Other person who has made a loan for the construction of the development Not Applicable	已為發展項目的建造提供貸款的任何其他人 不適用

4

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

There does not exist any relationship referred to in section 3 of Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance.

並無任何《一手住宅物業銷售條例》附表1第1部第3條提及的關係。

5

INFORMATION ON DESIGN OF THE DEVELOPMENT

發展項目的設計的資料

There will be curtain wall forming part of the enclosing walls in the Development.
發展項目將會有構成圍封牆的一部分的幕牆。
Curtain wall thickness is 200mm.
幕牆厚度為200毫米。

Area Schedule of Curtain wall
幕牆面積表

Floor 樓層	Unit 單位	Total Area of Curtain Walls (sq.m.) 幕牆的總面積（平方米）
5/F, 6/F - 12/F, 15/F - 23/F & 25/F - 30/F (23 stories) 5樓，6樓至12樓，15樓至23樓及25樓至30樓（共23層）	A	1.722
	B	0.520
	C	0.520
	D	1.722

There will be no non-structural prefabricated external walls forming part of the enclosing walls in the Development.
發展項目將不會有構成圍封牆的一部分的非結構的預製外牆。

6

INFORMATION ON PROPERTY MANAGEMENT

物業管理的資料

The Manager

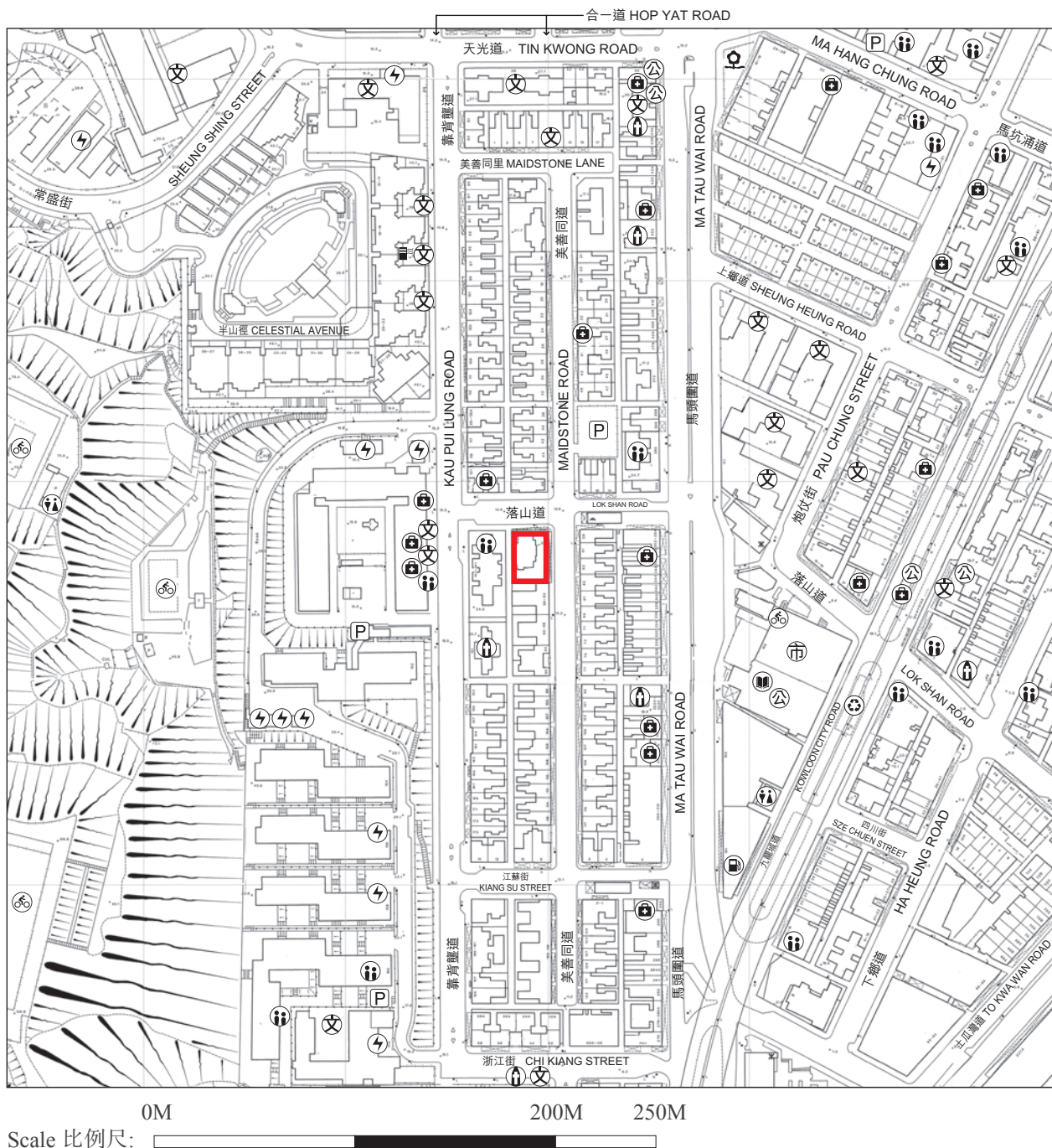
Person appointed as the manager of the development under the latest draft deed of mutual covenant: Jones Lang Lasalle Management Services Limited

管理人

根據有關公契的最新擬稿，獲委任為發展項目的管理人的人：仲量聯行物業管理有限公司

7 LOCATION PLAN OF THE DEVELOPMENT

發展項目的所在位置圖



boundary of the Development
發展項目的界線

Reference Information: Survey Sheet No. 11-NE-16A (dated 16 September 2021) and 11-NW-20B (dated 8 July 2021) and 11-NE-16C (dated 14 September 2021) and 11-NW-20D (dated 9 August 2021)
參考資料：測繪圖編號11-NE-16A (日期為2021年9月16日) 及11-NW-20B (日期為2021年7月8日) 及11-NE-16C (日期為2021年9月14日) 及11-NW-20D (日期為2021年8月9日)

Notation 圖例

- Public Carpark (including Lorry Park)
- Public Park
- Power Plant (including Electricity Sub-stations)
- Social Welfare Facilities (including Elderly Centre and Home for the Mentally Disabled)
- Sports Facilities (including Sports ground and Swimming pool)
- Public Convenience
- Religious Institution (including Church, Temple and Tsz Tong)
- Public Transport Terminal (including Rail Station)
- Public Utility Installation
- Refuse Collection Point
- School (including Kindergarten)
- Clinic
- Market
- Police Station
- Petrol Filling Station
- Ventilation shaft for the Mass Transit Railway
- Library
- Museum

- 公眾停車場 (包括貨車停泊處)
- 公園
- 發電廠 (包括電力分站)
- 社會福利設施 (包括老人中心及弱智人士護理院)
- 體育設施 (包括運動場及游泳池)
- 公廁
- 宗教場所 (包括教堂、廟宇及祠堂)
- 公共交通總站 (包括鐵路車站)
- 公用事業設施裝置
- 垃圾收集站
- 學校 (包括幼稚園)
- 診療所
- 市場
- 警署
- 油站
- 香港鐵路的通風井
- 圖書館
- 博物館

Notes:

- The map is reproduced with the permission of the Director of Lands. ©The Government of Hong Kong SAR. Licence No. 78/2017.
- The Vendor also advises purchasers to conduct on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
- Due to technical reasons (such as the shape of the Development), the location plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

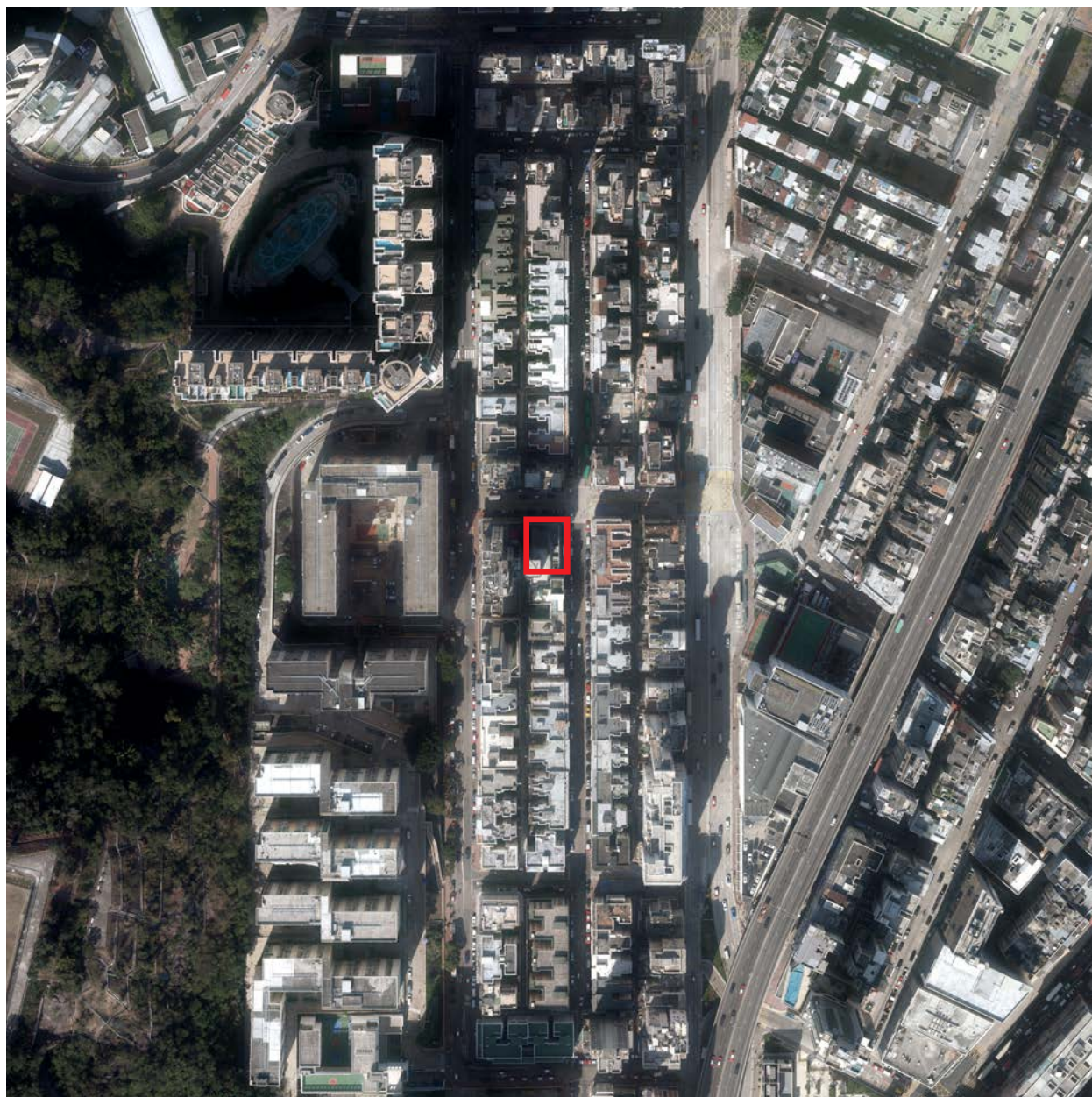
備註：


- 地圖權屬香港特區政府，經地政總署准許複印，版權特許編號78/2017。
- 賣方亦建議買方到該發展地盤作實地考察，以獲取對該發展地盤以及周圍地區的公共設施及環境較佳的了解。
- 因技術原因（例如發展項目之形狀），位置圖所顯示之範圍多於《一手住宅物業銷售條例》所要求者。

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

Adopted from part of the aerial photo, Photo No. E117766C, dated 7 December 2020, taken by the Survey and Mapping Office, Lands Department, The Government of the Hong Kong Special Administrative Region at a flying height of 6900 feet.

摘錄自香港特別行政區政府地政總署測繪處於7/12/2020在6900呎飛行高度拍攝之鳥瞰照片，照片編號為E117766C。



 boundary of the Development
發展項目的界線

Remark:

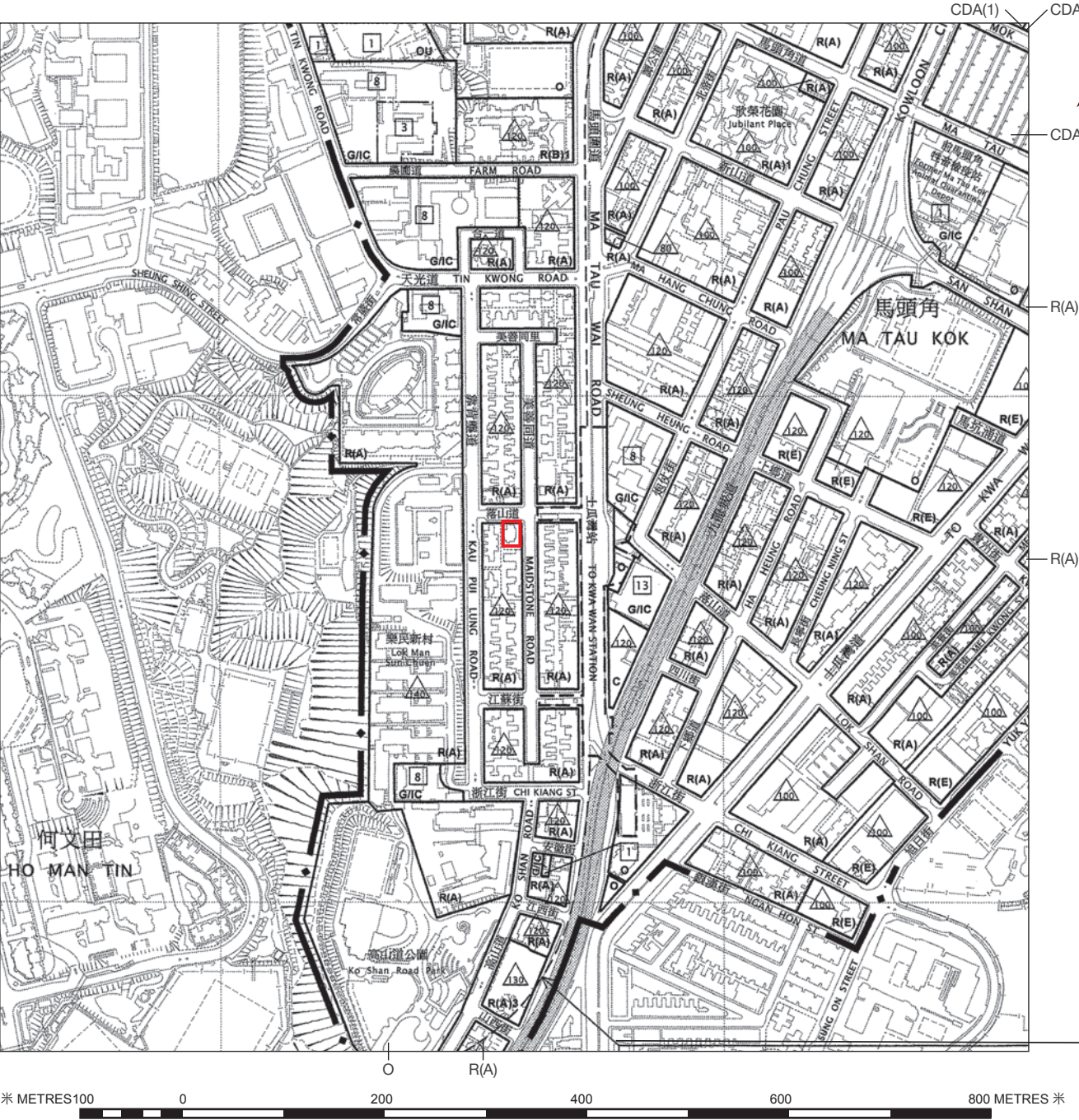
1. Survey and Mapping Office, Lands Department, The Government of HKSAR
© Copyright reserved – reproduction by permission only.
2. Due to technical reasons (such as the shape of Development), the Aerial Photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註：

1. 香港特別行政區政府地政總署測繪處©版權所有，未經許可，不得翻印。
2. 因技術原因(例如發展項目之形狀)，鳥瞰照片所顯示之範圍多於《一手住宅物業銷售條例》所要求者。

9 OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT (1) 關 乎 發 展 項 目 的 分 區 計 劃 大 綱 圖 (一)

The outline zoning plan is adopted from part of the draft Kowloon Planning Area No.10 – Ma Tau Kok Outline Zoning Plan No. S/K10/27 gazetted on 21 May 2021.
分區計劃大綱草圖摘錄自憲報公布日期為2021年5月21日的馬頭角(九龍規劃區第10區)分區計劃大綱核准圖(編號S/K10/27)。



boundary of the Development
發展項目的界線

行政長官會同行政會議於2012年3月27日根據鐵路條例(第519章)批准沙田至中環綫鐵路方案，有關方案所述的鐵路顯示在這份圖則上，只供參考之用。
THE RAILWAY AS DESCRIBED IN THE RAILWAY SCHEME FOR THE SHATIN TO CENTRAL LINK AUTHORIZED BY THE CHIEF EXECUTIVE IN COUNCIL UNDER THE RAILWAYS ORDINANCE (CHAPTER 519) ON 27.3.2012 IS SHOWN ON THIS PLAN FOR INFORMATION ONLY.

Notation 圖例

ZONES 地帶

COMMERCIAL 商業

COMPREHENSIVE DEVELOPMENT AREA 綜合發展區

RESIDENTIAL (GROUP A) 住宅(甲類)

RESIDENTIAL (GROUP B) 住宅(乙類)

RESIDENTIAL (GROUP E) 住宅(戊類)

GOVERNMENT, INSTITUTION OR COMMUNITY
政府、機構或社區

OPEN SPACE 休憩用地

OTHER SPECIFIED USES 其他指定用途

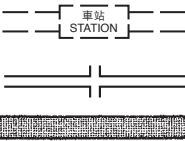
COMMUNICATIONS 交通

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

MAJOR ROAD AND JUNCTION 主要道路及路口

ELEVATED ROAD 高架道路

C
CDA
R(A)
R(B)
R(E)
G/I/C
O
OU



MISCELLANEOUS 其他

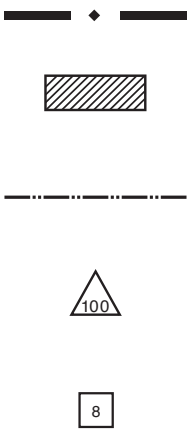
BOUNDARY OF PLANNING SCHEME 規劃範圍界線

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 METERS ABOVE
PRINCIPAL DATUM)
最高建築物高度(在主水平基準上若干米)

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



Notes:

- The latest Outline Zoning Plan and the attached schedule at the date of the printing of the sales brochure is available for free inspection during opening hours at the sales office.
- The map is reproduced with the permission of the Director of Lands. ©The Government of Hong Kong SAR.
- The Vendor also advises purchasers to conduct on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
- Due to technical reasons (such as the shape of the Development), the outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

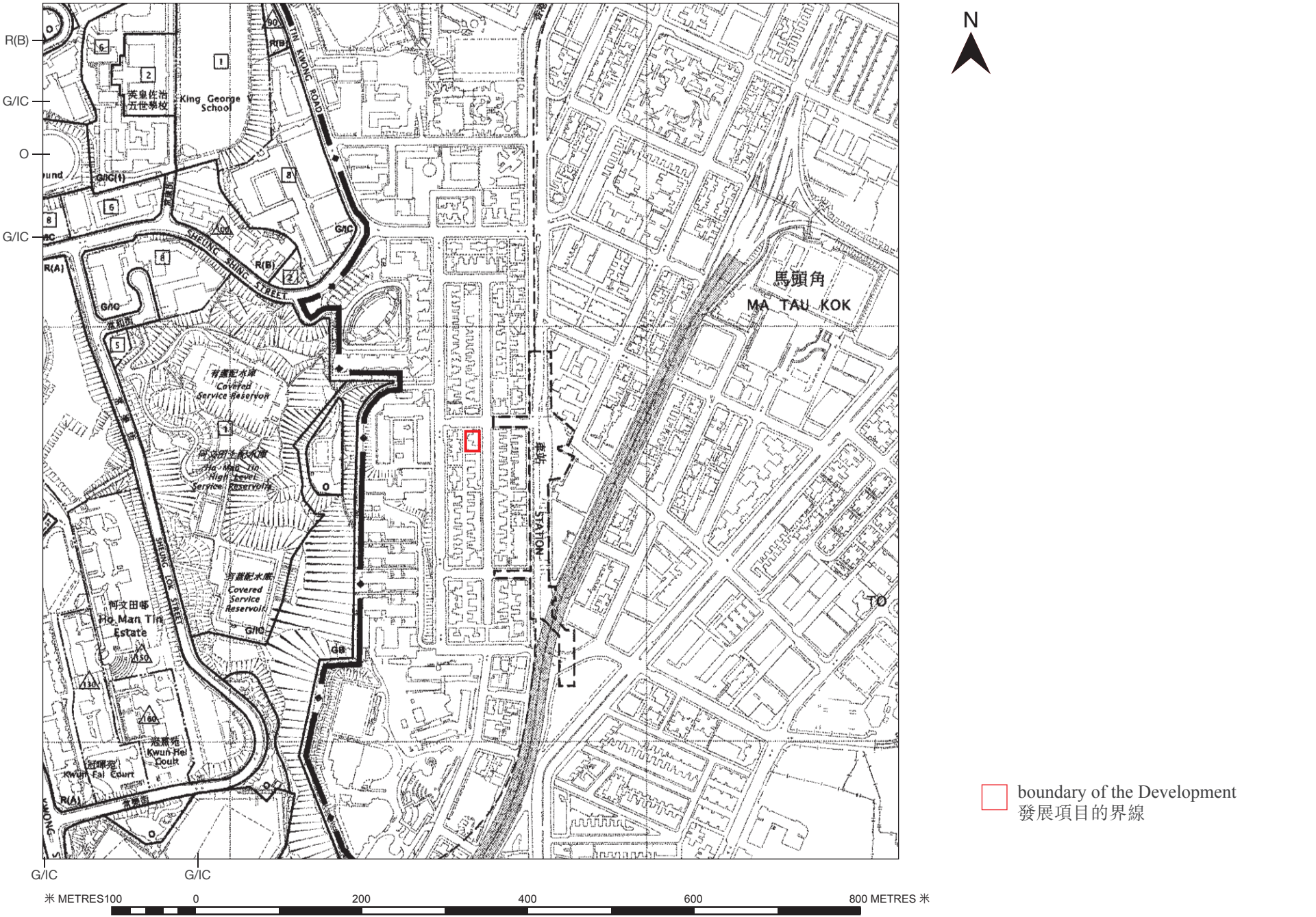
備註:

- 在印刷售樓說明書當日適用的最近期分區計劃大綱圖及其附表現存放於售樓處，於開放時間可供免費查閱。
- 地圖版權屬香港特區政府，經地政總署准許複印。
- 賣方亦建議買方到該發展地盤作實地考察，以獲取對該發展地盤以及周圍地區的公共設施及環境較佳的了解。
- 因技術原因(例如發展項目之形狀)，分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條例》所要求者。

9 OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT (2)

關 乎 發 展 項 目 的 分 區 計 劃 大 綱 圖 (二)

The outline zoning plan is adopted from part of the approved Kowloon Planning Areas No.6 & 7 – Ho Man Tin Outline Zoning Plan No. S/K7/24 gazetted on 18 September 2015. 分區計劃大綱圖摘錄自憲報公布日期為2015年9月18日的何文田(九龍規劃區第6及7區)分區計劃大綱核准圖(編號S/K7/24)。



Notation 圖例

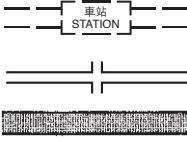
ZONES 地帶

- COMMERCIAL 商業
- RESIDENTIAL (GROUP A) 住宅(甲類)
- RESIDENTIAL (GROUP B) 住宅(乙類)
- RESIDENTIAL (GROUP C) 住宅(丙類)
- GOVERNMENT, INSTITUTION OR COMMUNITY 政府、機構或社區
- OPEN SPACE 休憩用地
- OTHER SPECIFIED USES 其他指定用途
- GREEN BELT 綠化地帶

COMMUNICATIONS 交通

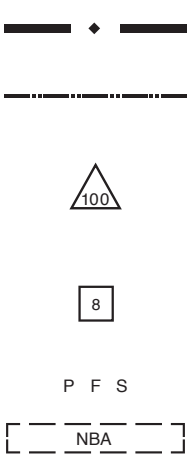
- RAILWAY AND STATION (UNDERGROUND) 鐵路及車站(地下)
- MAJOR ROAD AND JUNCTION 主要道路及路口
- ELEVATED ROAD 高架道路

- C
- R(A)
- R(B)
- R(C)
- G/IC
- O
- OU
- GB



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



Notes:

- The latest Outline Zoning Plan and the attached schedule at the date of the printing of the sales brochure is available for free inspection during opening hours at the sales office.
- The map is reproduced with the permission of the Director of Lands. ©The Government of Hong Kong SAR.
- The Vendor also advises purchasers to conduct on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
- Due to technical reasons (such as the shape of the Development), the outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註：

- 在印刷售樓說明書當日適用的最近期分區計劃大綱圖及其附表現存放於售樓處，於開放時間可供免費查閱。
- 地圖版權屬香港特區政府，經地政總署准許複印。
- 賣方亦建議買方到該發展地盤作實地考察，以獲取對該發展地盤以及周圍地區的公共設施及環境較佳的了解。
- 因技術原因（例如發展項目之形狀），分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條例》所要求者。

9 OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT (3) 關乎發展項目的分區計劃大綱圖(三)

The outline zoning plan is adopted from part of the draft Kowloon Planning Area No.9 – Hung Hom Outline Zoning Plan No. S/K9/27 gazetted on 9 July 2021.
分區計劃大綱圖摘錄自憲報公布日期為2021年7月9日的紅磡(九龍規劃區第9區)分區計劃大綱草圖(編號S/K9/27)。



Notation 圖例

ZONES 地帶

COMMERCIAL 商業

COMPREHENSIVE DEVELOPMENT AREA 綜合發展區

RESIDENTIAL (GROUP A) 住宅(甲類)

RESIDENTIAL (GROUP B) 住宅(乙甲類)

GOVERNMENT, INSTITUTION OR COMMUNITY
政府、機構或社區

OPEN SPACE 休憩用地

OTHER SPECIFIED USES 其他指定用途

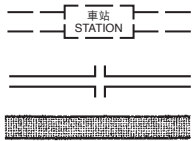
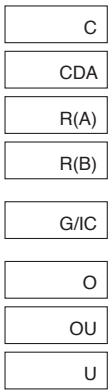
UNDETERMINED 未決定用途

COMMUNICATIONS 交通

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

MAJOR ROAD AND JUNCTION 主要道路及路口

ELEVATED ROAD 高架道路



MISCELLANEOUS 其他

BOUNDARY OF PLANNING SCHEME 規劃範圍界線

URBAN RENEWAL AUTHORITY
DEVELOPMENT SCHEME PLAN AREA
市區重建局發展計劃圖範圍

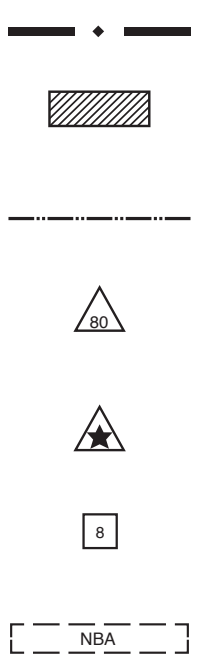
BUILDING HEIGHT CONTROL ZONE BOUNDARY
建築物高度管制區界線

MAXIMUM BUILDING HEIGHT (IN METERS ABOVE
PRINCIPAL DATUM)
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)
最高建築物高度(樓層數目)

NON-BUILDING AREA 非建築用地



Notes:

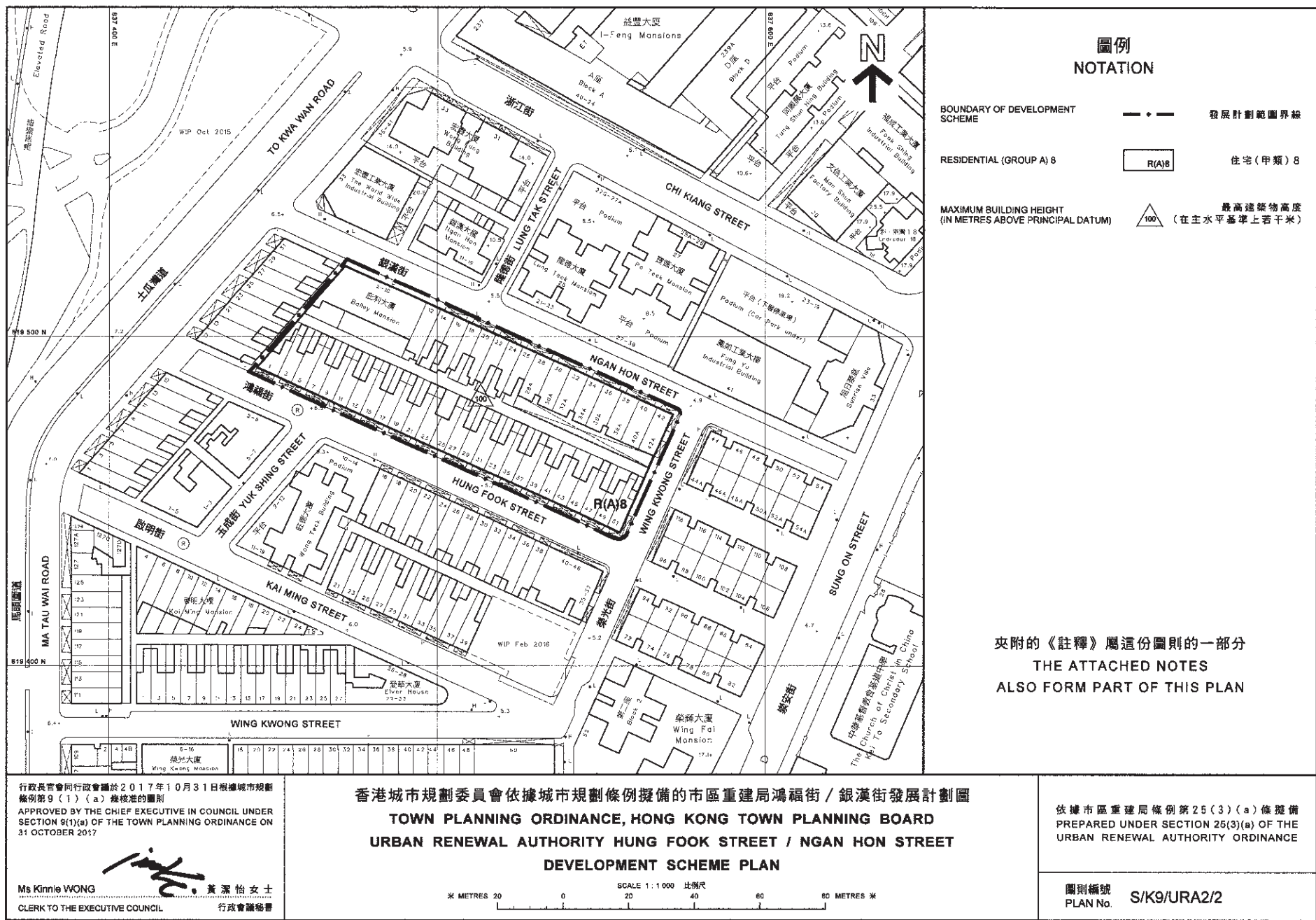
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2. The map is reproduced with the permission of the Director of Lands. ©The Government of Hong Kong SAR.
3. The Vendor also advises purchasers to conduct on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
4. Due to technical reasons (such as the shape of the Development), the outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註：

1. 在印刷售樓說明書當日適用的最近期分區計劃大綱圖及其附表現存放於售樓處，於開放時間可供免費查閱。
2. 地圖版權屬香港特區政府，經地政總署准許複印。
3. 賣方亦建議買方到該發展地盤作實地考察，以獲取對該發展地盤以及周圍地區的公共設施及環境較佳的了解。
4. 因技術原因（例如發展項目之形狀），分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條例》所要求者。

9 OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT (4) 關 乎 發 展 項 目 的 分 區 計 劃 大 綱 圖 (四)

Urban Renewal Authority Hung Fook Street / Ngan Hon Street Development Scheme Plan (Plan No. S/K9/URA2/2) exhibited on 31 October 2017.
2017年10月31日展示之市區重建局鴻福街／銀漢街發展計劃圖（編號 S/K9/URA2/2）



Notes:

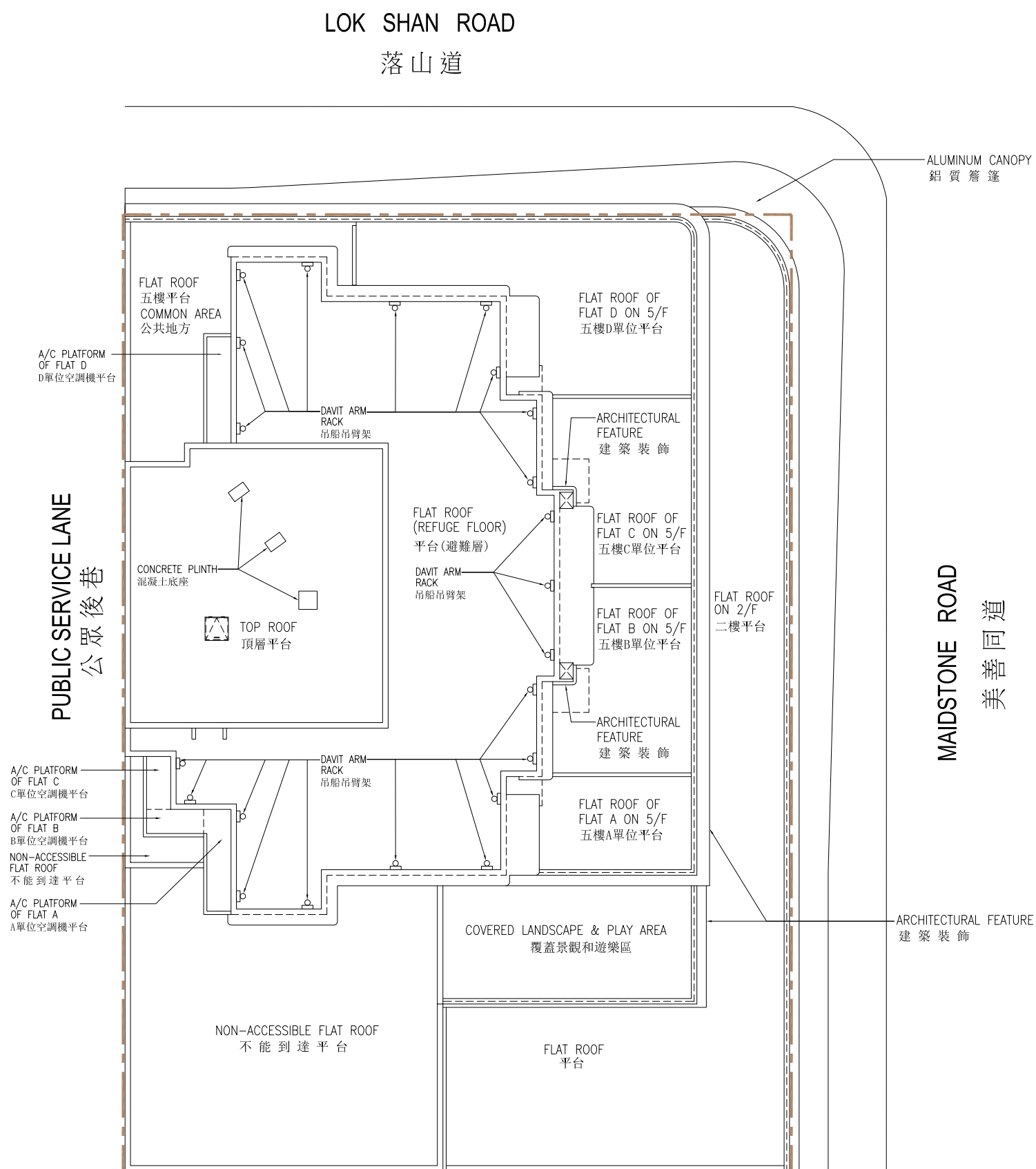
1. The latest Outline Zoning Plan and the attached schedule at the date of the printing of the sales brochure is available for free inspection during opening hours at the sales office.
2. The map is reproduced with the permission of the Director of Lands. ©The Government of Hong Kong SAR.
3. The Vendor also advises purchasers to conduct on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
4. Due to technical reasons (such as the shape of the Development), the outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註：

1. 在印刷售樓說明書當日適用的最近期分區計劃大綱圖及其附表現存放於售樓處，於開放時間可供免費查閱。
2. 地圖版權屬香港特區政府，經地政總署准許複印。
3. 賣方亦建議買方到該發展地盤作實地考察，以獲取對該發展地盤以及周圍地區的公共設施及環境較佳的了解。
4. 因技術原因（例如發展項目之形狀），分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條例》所要求者。

10 LAYOUT PLAN OF THE DEVELOPMENT

發展項目的布局圖



發展項目界線
Boundary Line of the Development

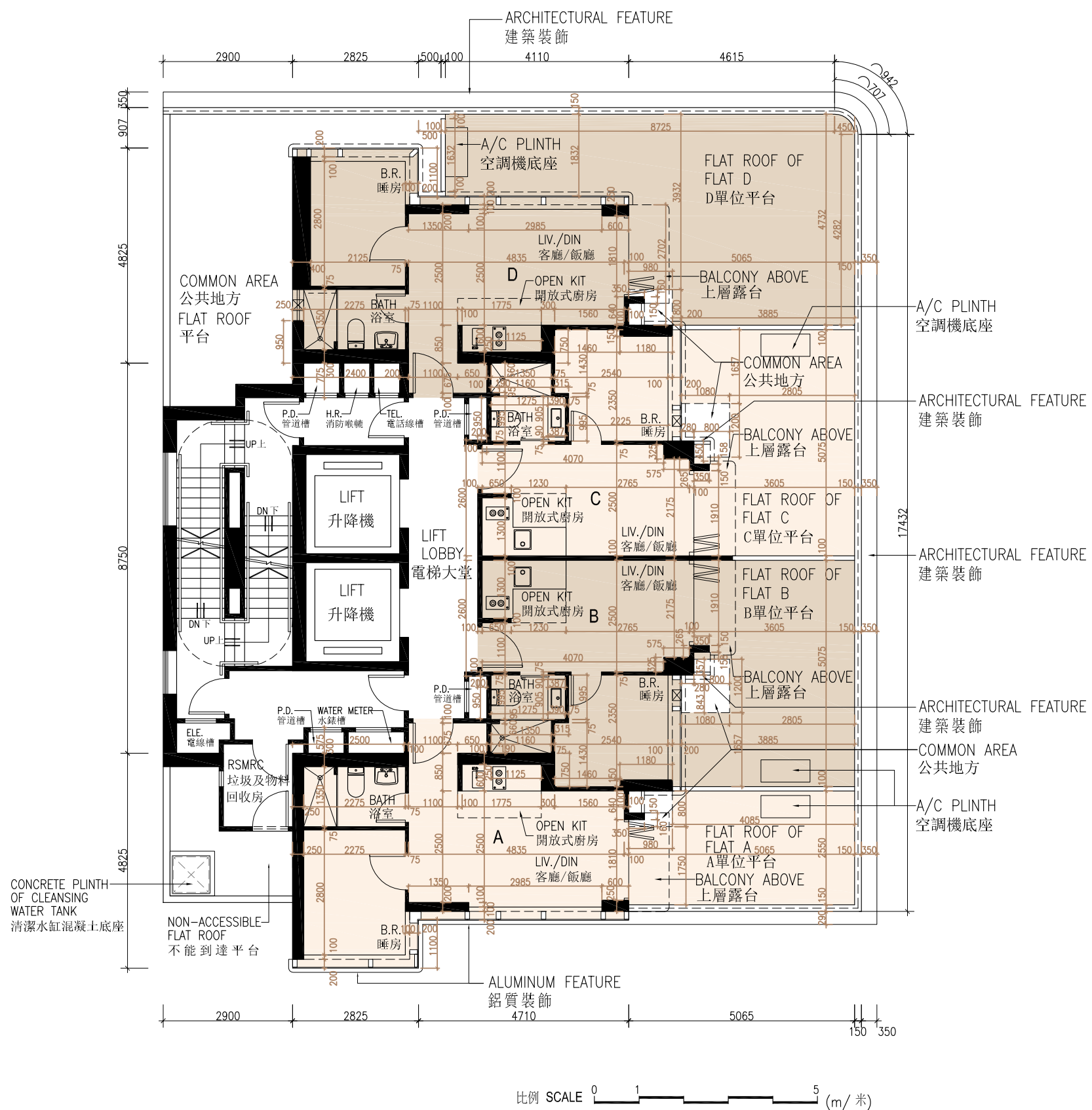
比例 SCALE 0 1 5 (m/米)

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的平面圖

5th Floor Plan

5樓平面圖



1. Floor-to-floor height of each residential property on 5/F is 3.4m (including 0.45m light weight concrete fill on the sunken slab on the floor of this floor), 3.575m & 3.75m (including 0.45 light weight concrete fill on the sunken slab on the floor of this floor). Floor-to-floor height of each residential property refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor.
2. The thickness of the floor slabs (excluding plaster): 150mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

Notes:

- (a) There may be architectural features and/or exposed pipes on external walls of some of the floors. For details, please refer to the latest approved general building plans and other relevant plans.
- (b) There may be air-conditioning conduits and/or mechanical and electrical services inside ceiling bulkheads or false ceiling in the residential properties.
- (c) The indications of fittings such as sinks, hobs, show tray, toilet bowls, wash basins etc. shown on the floor plan are indications of their approximate locations only and not indications of their actual size, designs and shapes.
- (d) All dimensions in the floor plan are in millimetres.

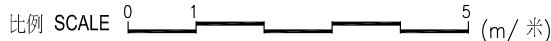
1. 5樓每個住宅物業的層與層之間的高度為3.4米(包括本層地台跌樓板上之0.45米輕質混凝土填充)、3.575米及3.75米(包括地台跌級樓板上之0.45米輕質混凝土填充)；每個住宅物業的層與層之間的高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
2. 每個住宅單位的樓板(不包括灰泥)的厚度：150毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高層的內部面積，一般比較低層的內部面積稍大。

備註：

- (a) 部份樓層外牆範圍設有建築裝飾及/或外露喉管，詳細資料請參考最後批准之總建築圖則及其他相關圖則。
- (b) 住宅物業之裝飾橫樑或假天花內可能置有冷氣喉管及/或其他機電設備。
- (c) 平面圖所示之裝置如洗滌盤、煮食爐、企缸、坐廁、面盆等只供展示其大約位置而非展示其實際大小、設計及形狀。
- (d) 平面圖顯示之尺寸為毫米。

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

6樓至11樓平面圖



1. 6樓至11樓每個住宅物業的層與層之間的高度為3.3米及3.3米(包括本層地台跌級樓板上之0.35米輕質混凝土填充)；每個住宅物業的層與層之間的高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
2. 每個住宅單位的樓板(不包括灰泥)的厚度：150毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高層的內部面積，一般比較低層的內部面積稍大。

(a) 部份樓層外牆範圍設有建築裝飾及/或外露喉管，詳細資料請參考最後批准之總建築圖則及其他相關圖則。

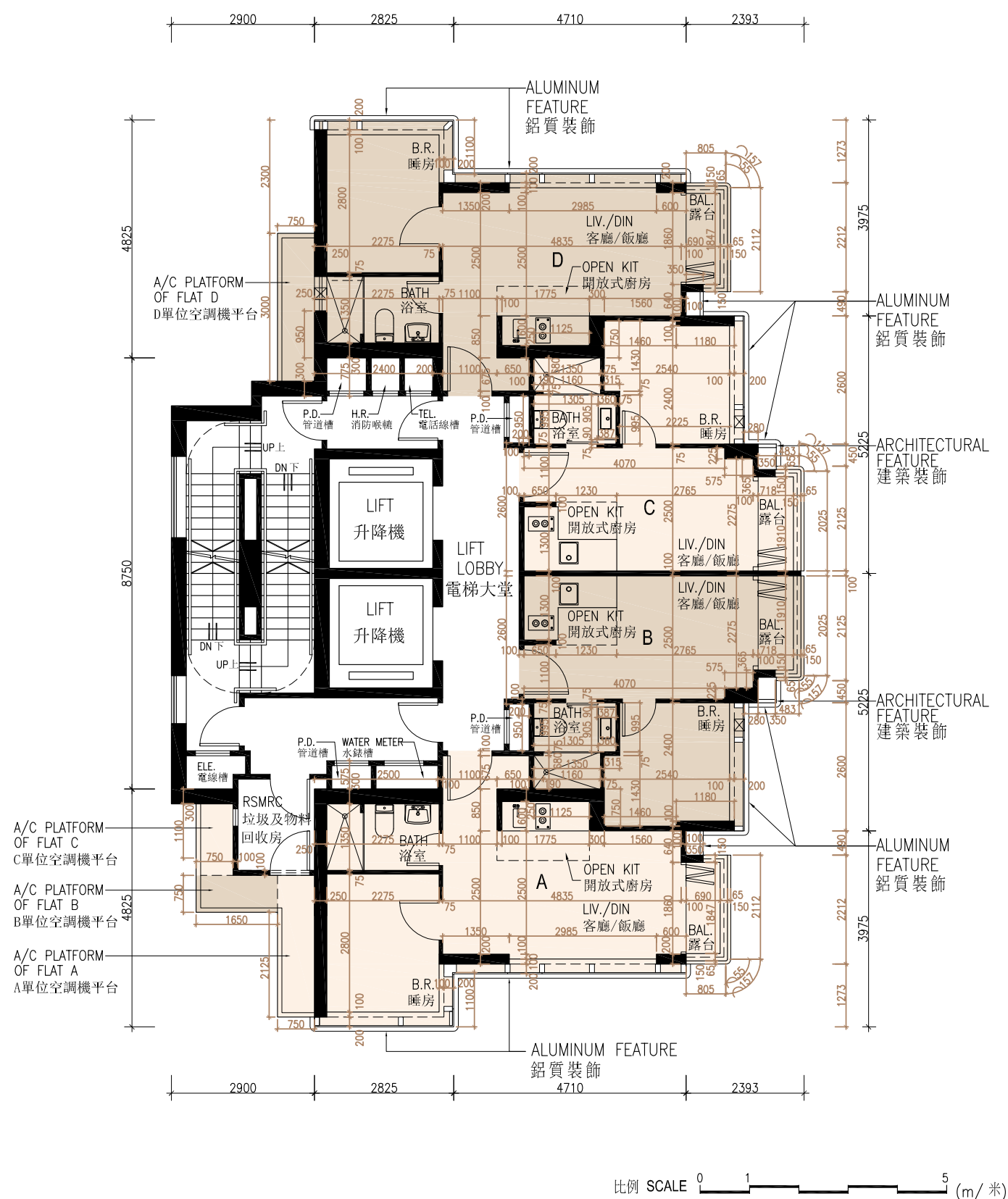
- (b) 住宅物業之裝飾橫樑或假天花內可能置有冷氣喉管及/或其他機電設備。
- (c) 平面圖所示之裝置如洗滌盤、煮食爐、企缸、坐廁、面盆等只供展示其大約位置而非展示其實際大小、設計及形狀。
- (d) 平面圖顯示之尺寸為毫米。

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的平面圖

12th, 15th-23rd & 25th-30th Floor Plan

12樓，15樓至23樓，25樓至30樓平面圖



1. Floor-to-floor height of each residential property on 12/F, 15/F-23/F, 25/F-29/F is 3.3m & 3.3m (including 0.35m light weight concrete fill on the sunken slab on the floor of this floor). Floor-to-floor height of each residential property refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor.
Floor-to-floor height of each residential property on 30/F is 4.0m, 4.45m & 4.35m (including 0.35m light weight concrete fill on the sunken slab on the floor of this floor). Floor-to-floor height of each residential property refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor.
2. The thickness of the floor slabs (excluding plaster): 150mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

Notes:

- (a) There may be architectural features and/or exposed pipes on external walls of some of the floors. For details, please refer to the latest approved general building plans and other relevant plans.
- (b) There may be air-conditioning conduits and/or mechanical and electrical services inside ceiling bulkheads or false ceiling in the residential properties.
- (c) The indications of fittings such as sinks, hobs, show tray, toilet bowls, wash basins etc. shown on the floor plan are indications of their approximate locations only and not indications of their actual size, designs and shapes.
- (d) All dimensions in the floor plan are in millimetres.

1. 12樓，15樓至23樓，25樓至29樓每個住宅物業的層與層之間的高度為3.3米及3.3米（包括本層地台跌級樓板上之0.35米輕質混凝土填充）；每個住宅物業的層與層之間的高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
30樓每個住宅物業的層與層之間的高度為4.0米、4.45米及4.35米（包括本層地台跌級樓板上之0.35米輕質混凝土填充）；每個住宅物業的層與層之間的高度指該樓層之石屎地台面與上一層石屎地台面之高度距離。
2. 每個住宅單位的樓板（不包括灰泥）的厚度：150毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高層的內部面積，一般比較低層的內部面積稍大。

備註：

- (a) 部份樓層外牆範圍設有建築裝飾及/或外露喉管，詳細資料請參考最後批准之總建築圖則及其他相關圖則。
- (b) 住宅物業之裝飾橫樑或假天花內可能置有冷氣喉管及/或其他機電設備。
- (c) 平面圖所示之裝置如洗滌盤、煮食爐、企缸、坐廁、面盆等只供展示其大約位置而非展示其實際大小、設計及形狀。
- (d) 平面圖顯示之尺寸為毫米。

12

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

Description of Residential Property 物業描述		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) 其他指明項目的面積 (不計算入實用面積) sq. metre (sq.ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
5/F	A	31.205 (336) Balcony 露台 0.000 (0) Utility Platform 工作平台 0.000 (0)	/	/	/	12.132 (131)	/	/	/	/	/	/
	B	23.036 (248) Balcony 露台 0.000 (0) Utility Platform 工作平台 0.000 (0)	/	/	/	17.747 (191)	/	/	/	/	/	/
	C	23.036 (248) Balcony 露台 0.000 (0) Utility Platform 工作平台 0.000 (0)	/	/	/	17.747 (191)	/	/	/	/	/	/
	D	31.282 (337) Balcony 露台 0.000 (0) Utility Platform 工作平台 0.000 (0)	/	/	/	30.670 (330)	/	/	/	/	/	/
6/F - 12/F, 15/F - 23/F & 25/F - 30/F	A	33.152 (357) Balcony 露台 2.000 (22) Utility Platform 工作平台 0.000 (0)	/	/	/	/	/	/	/	/	/	/
	B	24.940 (268) Balcony 露台 2.000 (22) Utility Platform 工作平台 0.000 (0)	/	/	/	/	/	/	/	/	/	/
	C	24.940 (268) Balcony 露台 2.000 (22) Utility Platform 工作平台 0.000 (0)	/	/	/	/	/	/	/	/	/	/
	D	33.229 (358) Balcony 露台 2.000 (22) Utility Platform 工作平台 0.000 (0)	/	/	/	/	/	/	/	/	/	/

The saleable area of each residential property and the floor area of every balcony, utility platform or verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The area of every air-conditioning plant room, bay window, cockloft, flat roof, garden, parking space, roof, stairhood, terrace or yard (if any) to the extent that it forms part of the residential property is calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

每個住宅物業的實用面積，以及構成該物業的一部分的範圍內的每一露台、工作平台或陽台(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。在構成住宅物業的一部分的範圍內的每一空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭或庭院(如有)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

Notes 備註:

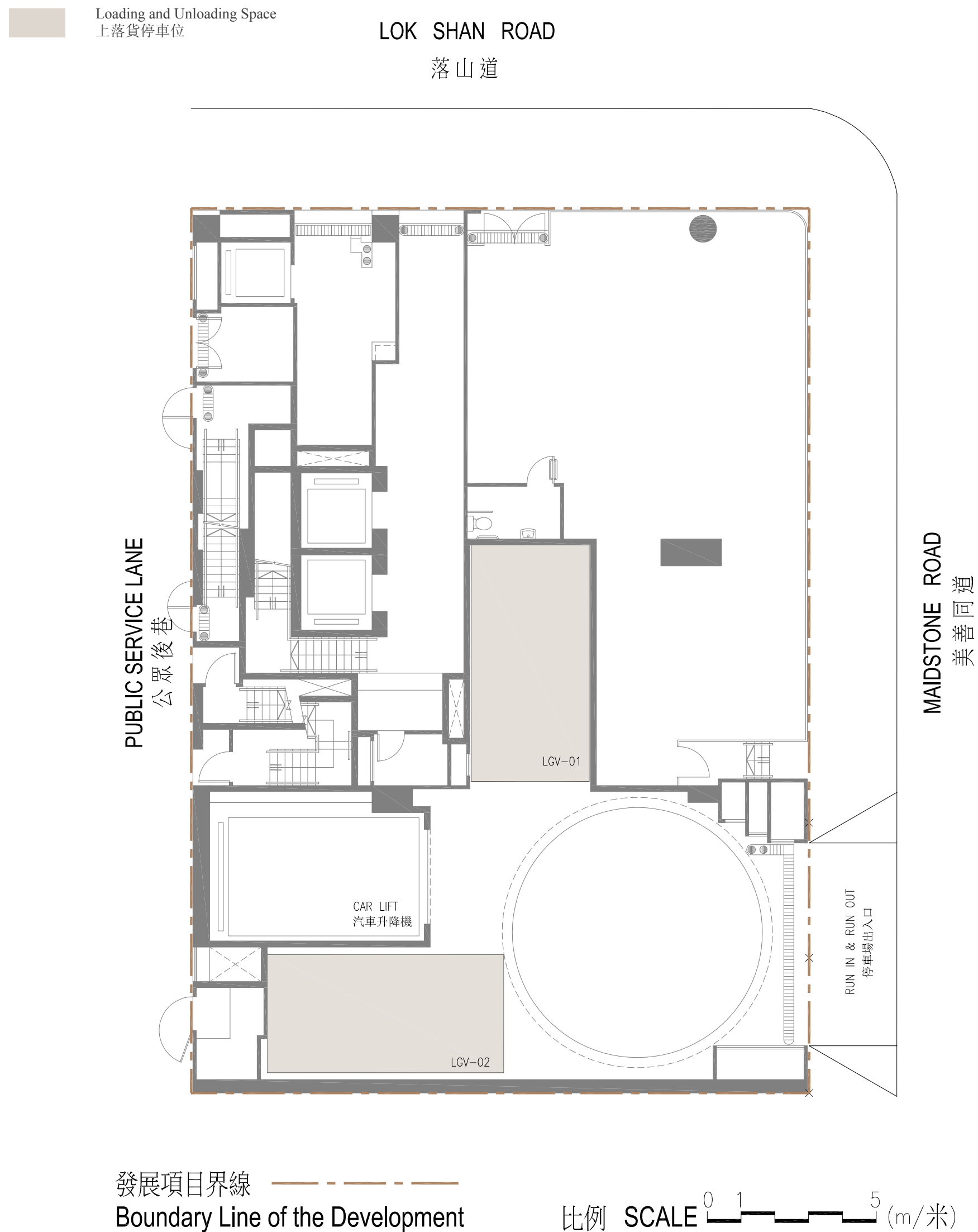
1. The areas as specified above in square feet are converted from the area in square metre at a rate of 1 square metre = 10.7639 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
上述以平方呎表述之面積由以平方米表述之面積以1平方米＝10.7639平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. There is no utility platform and verandah in the residential properties in the Development.
發展項目住宅物業並無工作平台及陽台。
3. Residential floors start from 5/F. There are no 13th, 14th and 24th floors.
住宅物業由5樓開始。不設13樓、14樓及24樓。

13 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

Ground Floor Plan

地下平面圖



13

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

Basement Floor Plan
地下低層平面圖

- Residential Parking Space
住宅停車位
- Accessible (Disabled)
Residential Parking Space
暢通易達 (傷健人士) 住宅停車位
- Motor Cycle Parking Space
電單車停車位
- Visitors' Parking Space
訪客停車位

發展項目界線
Boundary Line of the Development



比例 SCALE 0 1 5 (m/米)

Categories of Parking Space 停車位類別	Number 數目		Parking Space Number 停車位編號	Dimension (L x W) (m.) 尺寸 (長 x 闊) (米)	Area of Each Parking Space (sq.m.) 每個停車位面積 (平方米)
	Basement 底層	Ground floor 地下			
Residential Parking Space 住宅停車位	7	-	P-1, P-2, P-3, P-7, P-8, P-9, P-10	5 x 2.5	12.5
Accessible (Disabled) Visitors' Parking Space 暢通易達 (傷健人士) 訪客停車位	1	-	P-5	5 x 3.5	17.5
Motor Cycle Parking Space 電單車停車位	1	-	M-01	2.4 x 1	2.4
Visitors' Parking Space 訪客停車位	1	-	P-6	5 x 2.5	12.5
Loading and Unloading Space 上落貨停車位	-	2	LGV-01, LGV-02	7 x 3.5	24.5

14 SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

- | | |
|--|---|
| <p>(a) A preliminary deposit of 5% is payable on the signing of that preliminary agreement for sale and purchase.</p> <p>(b) The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.</p> <p>(c) If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement—</p> <ul style="list-style-type: none">(i) that preliminary agreement is terminated;(ii) the preliminary deposit is forfeited; and(iii) the owner does not have any further claim against the purchaser for the failure. | <p>(a) 在簽署該臨時買賣合約時須支付款額為5%的臨時訂金。</p> <p>(b) 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。</p> <p>(c) 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——</p> <ul style="list-style-type: none">(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。 |
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15 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

1. Common Parts of the Development

- (a) “Common Parts” means the Car Park Common Parts, the Development Common Parts and the Residential Common Parts.
- (b) (i) “Car Park Common Parts” includes, for example, car lift, car lift machine room, vehicular circulation area, turn table, and electricity meters, driveways, passages, ramps, control gates and panels etc. serving the parking spaces, and all other common parts specified in Schedule 1 to the Building Management Ordinance for the common use and benefit of owners of parking spaces.
- (ii) “Development Common Parts” includes, for example, the loading and unloading spaces, caretaker counter, structural or load bearing elements of the Development (except forming part of any unit or other types of Common Parts), foundations of the Development, the party walls between the Development and the adjoining buildings, the retaining structures (slopes, slope treatment works, retaining walls, etc.), parts of the façade, external walls or parapets of the Development and all other common parts specified in Schedule 1 to the Building Management Ordinance for the common use and benefit of owners of the Development.
- (iii) “Residential Common Parts” means those common parts which are provided or installed for the common use and benefit of owners, occupiers, licensees or invitees of different flats, including for example: clubhouse facilities, covered landscape & play area, visitors’ and accessible/disabled parking space, those parts of the façade, external walls or parapets of the Development on or above the 2nd Floor of the Development, and all other common parts specified in Schedule 1 to the Building Management Ordinance for the common use and benefit of owners of flats.
- (c) The owners may use the Common Parts for all purposes connected with the proper use and enjoyment of his Unit.
- (d) The owners may not convert any of the Common Parts to his own use or for his own benefit unless the approval of the Owners’ Committee has been obtained.
- (e) The owners may not obstruct the Common Parts nor do anything in or to the Common Parts which may be or become a nuisance to any other owners or occupiers of the Land or any neighbouring premises.
- (f) The owners may not alter the Common Parts or do anything which may interfere with or damage the Common Parts or adversely affect the normal functioning of the Common Parts.
- (g) The Manager has the exclusive control over Common Parts and to generally administer and manage the Common Parts. The Manager shall hold the Common Parts as trustee for all owners.

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

Floor	Unit	Undivided Shares per Unit
5/F	A	32 / 3,206
	B	25 / 3,206
	C	25 / 3,206
	D	34 / 3,206
6/F-30/F	A	33 / 3,206
	B	25 / 3,206
	C	25 / 3,206
	D	33 / 3,206

Note: Residential floors start from 5/F. There are no 13th, 14th and 24th floors.

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

The manager is appointed for an initial term of two years from the date of the DMC until termination of the manager’s appointment in accordance with the provisions of the DMC.

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

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

- (a) the owners shall contribute towards the Management Expenses relating to the Development Common Parts in proportion to the Management Shares allocated to their Units; and
- (b) the owners of residential properties shall contribute towards the Management Expenses relating to the Residential Common Parts in proportion to the Management Shares allocated to their residential properties.

The number of Management Shares of a residential property is the same as the number of Undivided Shares allocated to that residential property. However, the total number of Undivided Shares in the Development is different from the total number of Management Shares in the Development. The total number of Management Shares of all residential properties in the Development is 2,668. The total number of Management Shares in the Development is 3,196.

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

The amount of Management Fees Deposit is 3 months’ monthly management fee.

6. The area (if any) in the Development retained by the owner for its own use

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

15 SUMMARY OF DEED OF MUTUAL COVENANT

公 契 的 摘 要

1. 發展項目的公用部分

- (a) 「公用部分」指「停車場公用部分」、「發展項目公用部分」及「住宅公用部分」。
- (b) (i) 「停車場公用部分」包括例如：車輛升降機、車輛升降機機房、行車範圍、轉車台、供車位使用之電錶、車道、通道、斜道、控制閘及控制台等、和於《建築物管理條例》附表1列出而又供車位業主共同使用及受益的任何其他公用部分。
- (ii) 「發展項目公用部分」包括例如：上落客貨車位、管理員櫃台、發展項目結構及承重構件（屬任何單位或其他種類公用部分者除外）、發展項目地基、發展項目與毗連建築物之共用牆、護土構築物（斜坡、斜坡整理工程、護土牆等），發展項目部分面牆、外牆或外部護牆，和於《建築物管理條例》附表1列出而又供發展項目業主共同使用及受益的任何其他公用部分。
- (iii) 「住宅公用部分」指提供或安裝予發展項目不同住宅單位業主、佔用人、被許可人或被邀請人共同使用受益之公用部分，包括例如：會所設施、有蓋園景和遊樂場地、訪客及暢通易達/傷健人士停車位，位處發展項目2樓或以上之發展項目面牆、外牆或外部護牆部分，和於《建築物管理條例》附表1列出而又供住宅單位業主共同使用及受益的任何其他公用部分。
- (c) 業主有權為了正當使用與享用他的單位有關的一切目的使用公用部分。
- (d) 除非已經取得業主委員會的批准，業主不得轉變任何公用部分供他個人使用或享用。
- (e) 業主不得阻塞公用部分，亦不得在該等地方作出任何事情，以致可能或成為對該土地或任何毗鄰房產的任何其他業主或佔用人造成滋擾。
- (f) 業主不得更改公用部分或作出會干涉或損壞公用部分或對公用部分的正常運作有不利影響的任何事情。
- (g) 管理人具有專有權控制公用部分和全面控制與管理公用部分。管理人須作為全體業主的受託人持有公用部分。

2. 分配予發展項目中的每個住宅物業的不分割份數的數目

樓層	單位	每個單位 不分割份數
5樓	A	32 / 3,206
	B	25 / 3,206
	C	25 / 3,206
	D	34 / 3,206
6樓至30樓	A	33 / 3,206
	B	25 / 3,206
	C	25 / 3,206
	D	33 / 3,206

備註：住宅物業由5樓開始。不設13樓、14樓及24樓。

3. 發展項目的管理人的委任年期

管理人首屆任期由公契簽立日期起計2年，直至其委任按公契條文終止為止。

4. 在發展項目中的住宅物業的擁有人之間分擔管理開支的基準

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

- (a) 業主須按分配至其單位之管理份數之比例分擔有關發展項目公用部分之管理開支；及
- (b) 住宅物業業主須按分配至其住宅物業之管理份數之比例分擔有關住宅公用部分之管理開支。

每個住宅物業之管理份數相等於其獲分配之不分割份數，唯發展項目不分割份數總數與發展項目管理份數總數不同。所有住宅物業之管理份數總數為2,668。發展項目之管理份數總數為3,196。

5. 計算管理費按金的基準

管理費按金相等如三個月之管理費。

6. 擁有人在發展項目中保留作自用的範圍（如有的話）

本發展項目並無《一手住宅物業銷售條》附表1第1部第14(2)(f)條所提及之擁有人在發展項目中保留作自用的範圍。

16 SUMMARY OF LAND GRANT

批地文件的摘要

1. The lot number of the land on which the Development is situated: Kowloon Inland Lot No.9692.

2. The term of years under the lease: 75 years from 30 December 1969.

3. The user restrictions applicable to that land:

- (a) Subject to (b) below, the land or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
- (b) Any building or part of any building erected or to be erected on the land shall not be used for any purpose other than the following:
 - (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this condition and that the use of any basement level shall be further restricted as provided in (iii) below;
 - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than 3 basement levels), for private residential purposes; and
 - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
- (c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Conditions Nos. (18) (as may be varied under Special Condition No. (20) of the Land Grant) and (19) of the Land Grant or plant room or both shall not be counted as one of the floors referred to in (b) above. The determination by the Director of Lands (hereinafter referred to as “the Director”) as to whether the use to which a floor is to be put is a use for the purposes permitted under this paragraph (c) shall be final and binding on the grantee.
- (d) For the purpose of the above conditions, the decision of the Director as to what constitutes a floor or floors and whether a floor or floors constitute a basement level or levels shall be final and binding on the grantee.
- (e) No grave or columbarium shall be erected or made on the land, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

4. Facilities that are required to be constructed and provided for the Government, or for public use:

Not applicable.

5. The grantee’s obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:

- (a) The Development is required to be completed and made fit for occupation on or before 31 December 2020.
- (b) The grantee shall throughout the tenancy maintain all buildings erected in good and substantial repair and condition.
- (c) The grantee shall at his own expense landscape and plant with trees and shrubs any portion of the land and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (d) The grantee shall at his own expense maintain those recreational facilities in the land which is exempted from the gross floor area calculation pursuant to the Land Grant (“the Exempted Facilities”) in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director. The Exempted Facilities shall only be used by the residents

of the residential units in the Development and their bona fide visitors and by no other person or persons.

- (e) (i) Spaces shall be provided within the land 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 of the Development and their bona fide guests, visitors or invitees (“the Residential Parking Spaces”) at a prescribed rate.
- (ii) Additional spaces shall be provided within the land to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amendment legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units of the Development at a prescribed rate (“the Visitors’ Parking Spaces”).
- (iii) Spaces shall be provided within the land 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 occupiers of the part of Development for office purposes and their bona fide guests, visitors or invitees (“the Office Parking Spaces”) at a prescribed rate.
- (iv) Spaces shall be provided within the land 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 occupiers of the part of Development for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes and their bona fide guests, visitors or invitees (“the Non-industrial Parking Spaces”) at a prescribed rate.
- (v) Out of the spaces provided under (i), (ii), (iii) and (iv) above, the grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and belonging to the residents of the Development and their bona fide guests, visitors or invitees (“the Parking Spaces for the Disabled Persons”) at a prescribed rate.
- (f) Spaces shall be provided within the land 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 residential units of the Development and their bona fide guests, visitors or invitees (“the Residential Motor Cycle Parking Spaces”) at a prescribed rate.
- (g) Spaces shall be provided within the land to the satisfaction of the Director for the loading and unloading of goods vehicles (“the Loading and Unloading Spaces”) at the prescribed rates.
- (h) The grantee shall maintain the parking, loading and unloading spaces and other spaces, including but not restricted to the lifts, landings and manoeuvring and circulations areas in accordance with the car park layout plan approved by and deposited with the Director.
- (i) 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 land 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 land or any part thereof or any other works required to be done by the grantee under the Land Grant, or for any other purpose, the grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the land and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The grantee shall at all times during the term of the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or

other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

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 land 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.

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.

- (j) Where prestressed ground anchors have been installed, upon development or redevelopment of the land or any part thereof, the grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors to the satisfaction of the Director.
- (k) 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 land 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 land. The works of connecting any drains and sewers from the land to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director 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.

6. Lease conditions that are onerous to a purchaser:

- (a) No tree growing on the land or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
- (b) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:
 - (i) assigned except:
 - (I) together with a residential unit in the Development; or
 - (II) to a person who is already the owner of a residential unit in the Development; or
 - (ii) underlet except to residents of the residential units in the Development. Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the Development.
- (c) (i) The Residential Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the Development 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.

(ii) The Visitors' Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the Development 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.

(iii) The Office Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the part of Development for office purposes 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.

(iv) The Non-industrial Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the part of Development for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes 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.

(v) 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 Development and their bona fide guests, visitors or invitees and in particular such 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.

(vi) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the Development 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.

- (d) (i) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the land, or from other areas affected by any development of the land being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (ii) Notwithstanding paragraph (i) above, the Director may (but is not obliged to), at the request of the grantee, remove the waste from and make good any damage done to the Government properties and the grantee shall pay to the Government on demand the cost thereof.
- (e) The grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work ("the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the

land or any part thereof (“the Services”). The grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The grantee shall comply with and at his expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the land or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the grantee shall pay to the Government on demand the cost of such works). If the grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the land 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.

- (f) (i) Prior to the commencement of any works whatsoever on the land including but not limited to site investigation works, piling or other foundation works and other civil engineering and building works, the grantee shall consult the MTR Corporation Limited (hereinafter referred to as “the Corporation”) so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the railway as defined under section 2 of the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the MTR Ordinance”) and any extension thereto (hereinafter referred to as “the Railway”) (as to which the decision of the Director shall be conclusive) and if required by the Director, the grantee shall, at his own expense, take such precautions as may be required by the Corporation to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railway.
- (ii) The grantee shall comply with all Ordinances, by-laws and Regulations relating to the Railway.
- (iii) The grantee shall at his own expense comply with all special requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railway.
- (iv) The grantee shall, permit the Director, the Corporation and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the land and any building or buildings erected or to be erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railway. The Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee arising out of or incidental to the exercise of the aforesaid rights and no claim or objection shall be made against him or them by the grantee.
- (v) In the event the Corporation ceases to operate the Railway or any part of the Railway affecting the land upon the expiry of the franchise (including any extension thereto) granted under section 4 of the MTR Ordinance or otherwise, any reference to the Corporation above shall

where appropriate mean the Government, its nominee or a third party designated by the Government.

- (g) Should the grantee fail or neglect to observe or comply with the Land Grant, the Government shall be entitled to re-enter upon and take back possession of the land and all buildings, erections and works thereon. Upon re-entry: (a) the grantee’s right in and to the land shall absolutely cease and determine; (b) the grantee shall not be entitled to any refund of premium, any payment or compensation in respect of the value of the land and the buildings thereon or any amount expended by the grantee in the preparation, formation or development of the land; and (c) the Government’s any other rights, remedies and claims are not to be thereby prejudiced.
- (h) See 5 above.

Note: The expression “grantee” as mentioned in this section means the purchaser under the Land Grant, and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.

16 SUMMARY OF LAND GRANT

批地文件的摘要

1. 發展項目所位於的土地的地段編號：九龍內地段第9692號。

2. 有關租契規定的年期：由1969年12月30日起計75年。

3. 適用於該土地的用途限制：

- (a) 該土地或其任何部分或其上已建或將建之任何建築物不得用作非工業用途（不包括倉庫、酒店及油站）以外之用途，下文(b)另規定除外。
- (b) 現已或將會建於該土地之任何建築物或其任何部份不可作下列用途外之其他用途：
 - (i) 最低三層作非工業用途（不包括貨倉、酒店及油站），唯為免存疑，地庫層（如有興建），不論其大小或樓面面積，將就本條款的目的計作一層，而任何地庫層的用途必須受下文(iii)進一步限制；
 - (ii) 其餘樓層（如多於三層地庫層，不包括最低三層上之任何地庫層（如有興建））作私人住宅用途；及
 - (iii) 任何地庫層（如有興建），不論是最低三層之一或是最低三層上之地庫層，作非工業用途（不包括住宅、貨倉、酒店及油站）。
- (c) 任何樓層如專門用作容納批地文件第(18)條批地特別條款（可按批地文件第(20)條批地特別條款改動）和批地文件第(19)條批地特別條款指定提供的停車位、上落貨車位或機房或以上兩者，不計入上文(b)下之一層。地政總署署長（「署長」）就任何樓層用途是否本(c)段允許之用途之決定為最終決定並對承授人有約束力。
- (d) 就上述條款而言，署長就什麼構成一層及樓層是否構成地庫層之決定為最終決定並對承授人有約束力。
- (e) 該土地上不得興建或建造墳墓或靈灰安置所，亦不得於該土地內安葬或放置人類遺骸或動物遺骸（不論是否置於陶瓶或骨灰甕內或以其他方式安葬或放置）。

4. 按規定須興建並提供予政府或供公眾使用的設施：

不適用。

5. 有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任：

- (a) 發展項目須於2020年12月31日或之前建成至適宜佔用。
- (b) 承授人須於批地文件年期内保持所有建築物修葺良好堅固。
- (c) 承授人須自費於該土地及平台（如有）未有建築的任何部分進行園景工程及栽種樹木及灌木，並加以保養及將之保持安全、清潔、整齊、井然及健康的狀態，至使署長滿意。
- (d) 承授人須自費保持按批地文件獲豁免計算總樓面面積的康樂設施（「獲豁免設施」）修葺良好堅固，並須運作獲豁免設施至使署長滿意。獲豁免設施只准供發展項目中的住宅單位的住客及其真實訪客使用，並不得供其他人士使用。
- (e)
 - (i) 須於該土地內按一指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於發展項目中之住宅單位的住客或其真實賓客、訪客或所邀請者之車輛停泊（「住客停車位」），至使署長滿意。
 - (ii) 須該土地內按一指定比率提供若干額外車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於發展項目中之住宅單位的住客之真實賓客、訪客或所邀請者之車輛停泊（「訪客停車位」），至使署長滿意。
 - (iii) 須該土地內按一指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於發展項目將會用作辦公室用途的部分的佔用人或其真實賓客、訪客或所邀請者之車輛停泊（「辦公室停車位」），至使署長滿意。
 - (iv) 須該土地內按一指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於發展項目將會用作非工業（不包括私人住宅、辦公室、貨倉、酒店、油站）用途的部分的佔用人或其真實賓客、訪客或所邀請者之車輛停泊（「非工業停車位」），至使署長滿意。

- (v) 承授人須從上述(i)、(ii)、(iii)及(iv)所提供之車位之中按一指定比率保留及指定若干車位，以供傷殘人士（按《道路交通條例》、其附屬規例及修訂條例定義）使用及屬於發展項目的住客及其真實賓客、訪客或所邀請者之車輛停泊（「傷健人士停車位」），至使署長滿意。

- (f) 須於該土地內按一指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於發展項目之住宅單位的住客之真實賓客、訪客或所邀請者之電單車停泊（「住客電單車停車位」），至使署長滿意。
- (g) 須於該土地內按指定比率提供若干車位，以供貨車上落貨之用（「上落貨車位」），至使署長滿意。
- (h) 承授人須按經署長批准並存放於署長處之車場布局圖維持停車位、上落貨車位及其他範圍（包括但不限於升降機、樓梯平台及運轉及通道地方）。
- (i) 若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，不論是否有署長事先書面通知，不論是在該土地內或在任何政府土地上，亦不論是為開拓、平整或發展該土地或其任何部分或任何其他根據批地文件條件承授人須進行的工程的目的而進行或與之有關連的或是為任何其他目的，承授人須自費進行及建造該等現時或其後有需要或可能有需要之斜坡整理工程、護土牆或其他支撐、防護措施、及排水系統或附屬或其他工程，以保護及支持該土地內的該等土地及任何毗鄰或毗連之政府土地或已出租土地，及排除及預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。承授人須於批地文件年期所有時間自費保持上述土地、斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或輔助或其他工程修葺良好堅固，至使署長滿意。

若內由於承授人進行的開拓、平整、發展或其他工程或其任何其他原因而造成任何泥土剝落、泥石傾瀉或土地下陷於任何時間發生，承授人須自費還原和修復至使署長滿意，並須就因該等泥土剝落、泥石傾瀉或土地下陷而將會或可能引致、蒙受或招致的任何成本、費用、損害、索求及申索彌償政府、其代理及承辦商。

署長有權以書面通知形式要求承授人進行、興建及保養上述土地、斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或輔助或其他工程，或還原和修復任何泥土剝落、泥石傾瀉或土地下陷，且如承授人忽略或未能在指明期限內遵行該通知至使署長滿意，署長可執行和進行任何有需要的工程，而承授人須應要求向政府歸還該工程的費用連同任何行政及專業費用及收費。

- (j) 若於發展或重新發展該土地或其任何部分時曾安裝預應力地錨，承授人須自費定期保養及定期監測該預應力地錨至使署長滿意。
- (k) 承授人須自費建造及保養署長認為需要的水渠及渠道（不論是否位於該土地範圍內或政府土地上），以將落在或流經該土地上的雨水截流並排送至就近的水道、集水井、渠道或政府雨水渠，至使署長滿意。將該土地任何排水渠及污水渠與政府雨水渠及污水渠（若已鋪設及投入運作）連接的工程，可由署長進行，而承授人須應要求向政府支付該接駁工程之費用。另一選擇是，承授人可自費進行該接駁工程至使署長滿意，而在該情況下，上述接駁工程於政府土地上的任何部分須由承授人自費保養。

6. 對買方造成負擔的租用條件：

- (a) 未經署長事先書面批准，不得移除或干擾該土地或其周圍所生長的樹木。署長於給予批准時可附加他認為合適之條件（例如移植、補償種植或重新種植）。
- (b) 住客停車位及住客電單車停車位不得：
 - (i) 轉讓，除非：
 - (I) 連同發展項目的住宅單位轉讓；或
 - (II) 轉讓予已經擁有發展項目的住宅單位之人士；或
 - (ii) 出租，除非出租予發展項目的住宅單位之住客。但於任何情況下，轉讓予任何住宅的擁有人或出租予任何住宅的住客的住客停車位及住客電單車停車位總數不得多於3個。

- (c) (i) 住客停車位不得用作停泊按《道路交通條例》、其附屬規例及修訂條例獲發牌及屬於發展項目住宅單位的住客或其真實賓客、訪客或所邀請者之車輛之外的其他用途，且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。
- (ii) 訪客停車位不得用作停泊按《道路交通條例》、其附屬規例及修訂條例獲發牌及屬於發展項目住宅單位的住客的真實賓客、訪客或所邀請者之車輛之外的其他用途，且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。
- (iii) 辦公室停車位不得用作停泊按《道路交通條例》、其附屬規例及修訂條例獲發牌及屬於發展項目將會用作辦公室用途的部分的佔用人或真實賓客、訪客或所邀請者之車輛之外的其他用途，且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。
- (iv) 非工業停車位不得用作停泊按《道路交通條例》、其附屬規例及修訂條例獲發牌及屬於發展項目將會用作非工業（不包括私人住宅、辦公室、貨倉、酒店、油站）用途的部分的佔用人或真實賓客、訪客或所邀請者之車輛之外的其他用途，且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。
- (v) 傷健人士停車位不得用作停泊供傷殘人士（按《道路交通條例》、其附屬規例及任何修訂法定義）使用且屬於發展項目內的住客及其真實賓客、訪客及所邀請者之車輛之外的其他用途，且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。
- (vi) 住客電單車停車位不得用作停泊按《道路交通條例》、其附屬規例及修訂條例獲發牌及屬於發展項目住宅單位的住客或其真實賓客、訪客或所邀請者之電單車之外的其他用途，且該等車位不得用作儲存、展示或展覽供出售或作他用的車輛或作汽車清洗及美容的服務。
- (d) (i) 倘若該土地或其他受開發該土地所影響的區域之泥土、廢土、瓦礫、建築廢料或建材（「該等廢料」）遭侵蝕、沖洗或傾倒到公共巷徑或道路上，或路旁暗渠、前濱或海牀、污水渠、雨水渠或溝渠或其他政府財產（「該等政府財產」），承授人須自費清理該等廢料並補救該等廢料對該等政府財產造成的損壞。承授人須對上述侵蝕、沖洗或傾倒對私人財產造成的任何損壞或滋擾所引致的一切訴訟、申索及索求向政府作出彌償。
- (ii) 儘管有上述第(i)段，署長可以（惟沒有義務）應承授人要求清理該等廢料並補救該等廢料對該等政府財產造成的損壞，而承授人須應要求向政府支付有關費用。
- (e) 承授人須於任何時候，特別是於進行建設、保養、更新或維修工作（「該等工程」）時，採取或安排採取恰當及足夠的謹慎、技術及預防措施，以免使置於或行經該土地或其任何部分之上、之下或旁邊的任何政府或其他現存的排水、航道或水道、主水管、道路、行人徑、街道設施、下水道、溝渠、管道、電纜、電線、公用服務或任何其他其他的工程或裝置（「該等裝備」）遭受損壞、干擾或阻礙。承授人須於進行任何該等工程前進行或安排進行所需的適當搜查及勘探，以確定該等裝備之位置及高度，及須就如何處理或會受該等工程影響之該等裝備向署長提交書面建議書供其就各方面批核，且不得於署長就該等工程及上述建議書發出書面批准前進行任何工程。承授人須遵守及自費達成署長於發出上述批准時可就該等裝備施加的要求，包括任何必要的改道、重鋪或復修的成本。承授人須自費在各方面維修、修復及復原所有由該等工程以任何方式引起的對該土地或其任何部分或任何該等裝備造成的損壞、干擾或阻礙，至使署長滿意（溝渠、下水道、雨水渠或主水管除外，其之修復須由署長進行（除非署長另有決定），且承授人須應政府要求向其繳付上述工程之費用）。若承授人未能對該土地或其任何部分或任何該等裝備進行任何所需之改道、重鋪、維修、修復及復原至使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修復及復原，且承授人須應政府要求向其繳付上述工程之費用。

- (f) (i) 在該土地內展開任何工程之前（包括但不限於地盤勘測工程、打樁或其他地基工程及其他土木工程和建築工程），承授人必須諮詢香港鐵路有限公司（「港鐵」）以確保任何該等工程不會破壞、干擾或危及《香港鐵路條例》（《香港鐵路條例》、其附屬規例及任何修訂法例下稱「港鐵條例」）第2條定義之「鐵路」及其任何延長部分（「鐵路」）之所有鐵路工程、構築物、設施或裝置或安全運作。如署長要求，承授人須自費採取署長要求的預防措施去確保鐵路之任何鐵路工程、構築物、設施或裝置及運作之安全。
- (ii) 承授人須遵守任何與鐵路有關之所有條例、附例及規例。
- (iii) 承授人須自費遵守建築事務監督、消防處處長及所有其他相關政府部門及法定機關與連接或非常接近鐵路之建築物或其任何部分之建築（包括將使用之材料）、修理及保養有關之所有特別要求。
- (iv) 承授人須於所有時間允許署長、港鐵及其妥為授權的人員、僱員及承判商（不論是否連同工具、車輛、機器或設備）進出、再進出及穿越該土地及其上建築之任何建築物以進行工程及與鐵路有關的測量、檢查、測試、保養、改善或建設。署長及其妥為授權的人員、僱員及承判商不須就因行使上述權利而起或與之有關的各種導致承授人或使承授人蒙受之任何損失、損害、滋擾或騷擾負責，承授人不得向署長及其妥為授權的人員、僱員及承判商作申索或反對。
- (v) 如港鐵因港鐵條例第4條下批予之專營權（包括其任何延續）期滿或其他原因終止營運鐵路或其影響該土地之任何部分，上文提及之「港鐵」將（如屬適當）指政府、其提名人或政府指定之第三者。
- (g) 當承授人未能或忽略遵守或符合批地文件，政府有權收回及重新管有土地以及所有於該土地之建築物、豎設物及工程。當土地被收回：
 - (a) 承授人在該土地之權利將完全地告停止或終止；
 - (b) 承授人無權獲得任何地價退款、就該土地及其上之建築物的價值之任何款項或賠償，或承授人在整地、地盤平整或發展該土地中花費的任何金額；及
 - (c) 政府之任何其他權利、濟助及申索將不受影響。
- (h) 見上文第5段。

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

17 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

NOT APPLICABLE

不適用

18 WARNING TO PURCHASERS

對買方的警告

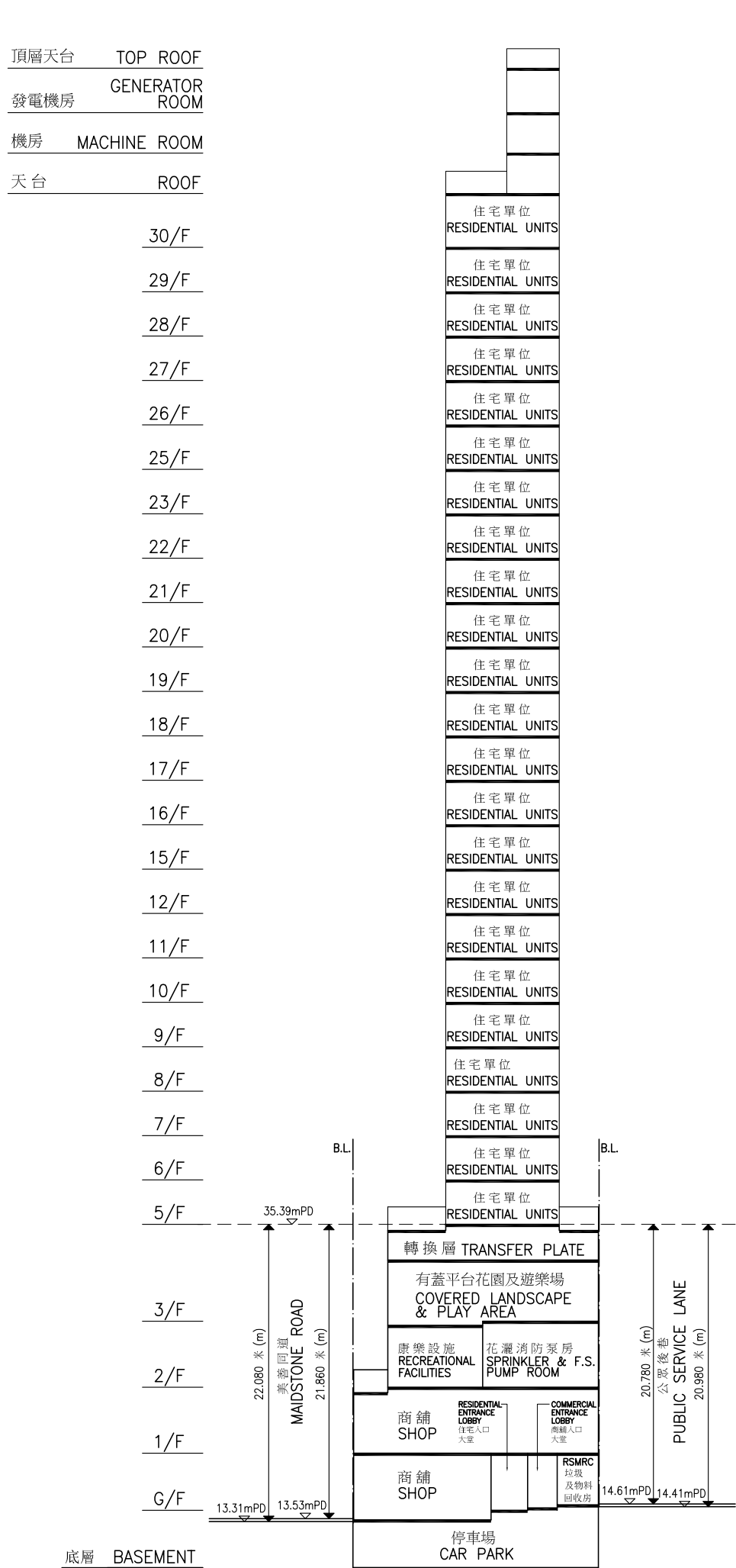
- (1) Purchasers are hereby recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
- (2) Further:
 - (a) if the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the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

- (1) 特此建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。
- (2) 另：
 - (a) 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；
 - (b) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突—
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所；及
 - (c) 如屬(2)(b)(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 DEVELOPMENT
發展項目中的建築物的橫截面圖

Cross-Section Plan A-A
橫截面圖 A-A



35.39mPD

22.080 米 (m)

21.860 米 (m)

13.31mPD

13.53mPD

MAIDSTONE ROAD

美善同道

20.780 米 (m)

20.980 米 (m)

14.61mPD

14.41mPD

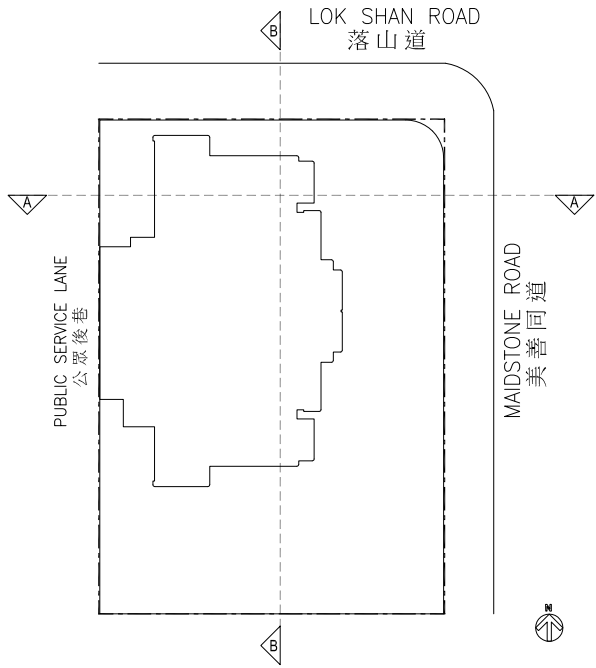
PUBLIC SERVICE LANE

公眾後巷

B.L.

B.L.

CROSS SECTION PLAN A-A
橫截面圖 A-A

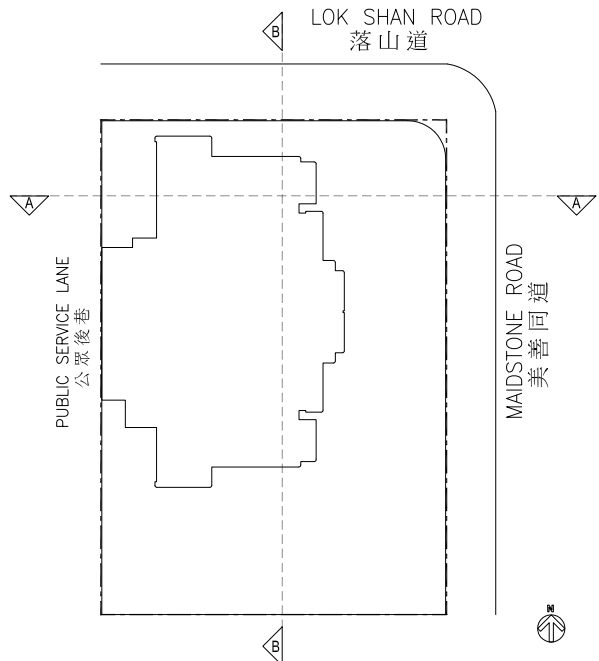
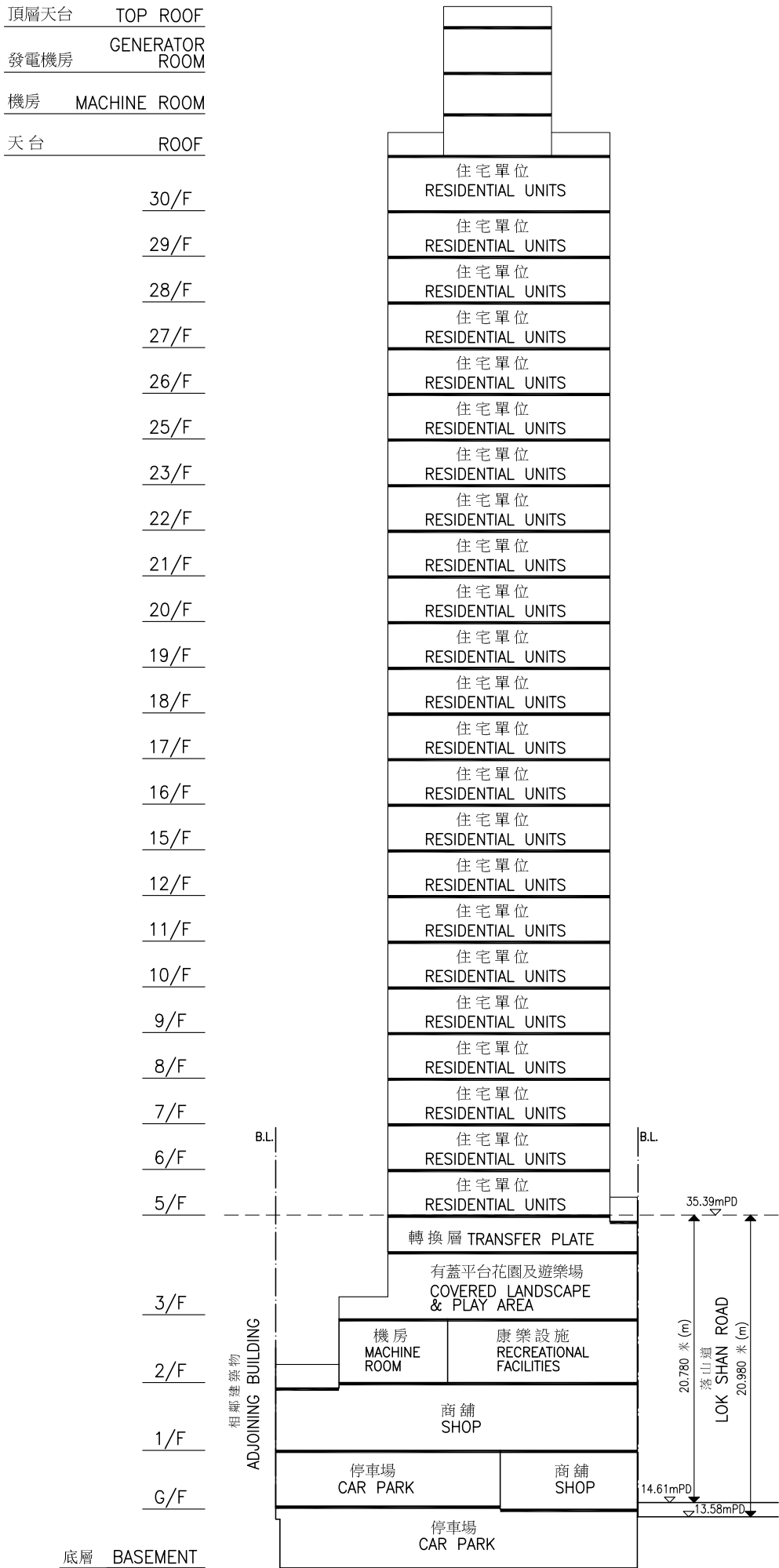


- Notes:
- The Part of Maidstone Road adjacent to the building is 13.31 to 13.53 metres above Hong Kong Principal Datum.
 - The Part of Public Service Lane adjacent to the building is 14.41 to 14.61 metres above Hong Kong Principal Datum.
 - Dotted line denotes the lowest residential floor.

- 備註：
- 毗鄰建築物的一段美善同道為香港主水平基準以上13.31米至13.53米。
 - 毗鄰建築物的一段公眾後巷為香港主水平基準以上14.41米至14.61米。
 - 虛線為最低住宅樓層水平。

19

橫截面圖 B-B



Block Plan
座向圖

Notes:

1. The Part of Lok Shan Road adjacent to the building is 13.58 to 14.61 metres above Hong Kong Principal Datum.
2. Dotted line denotes the lowest residential floor.

備註：

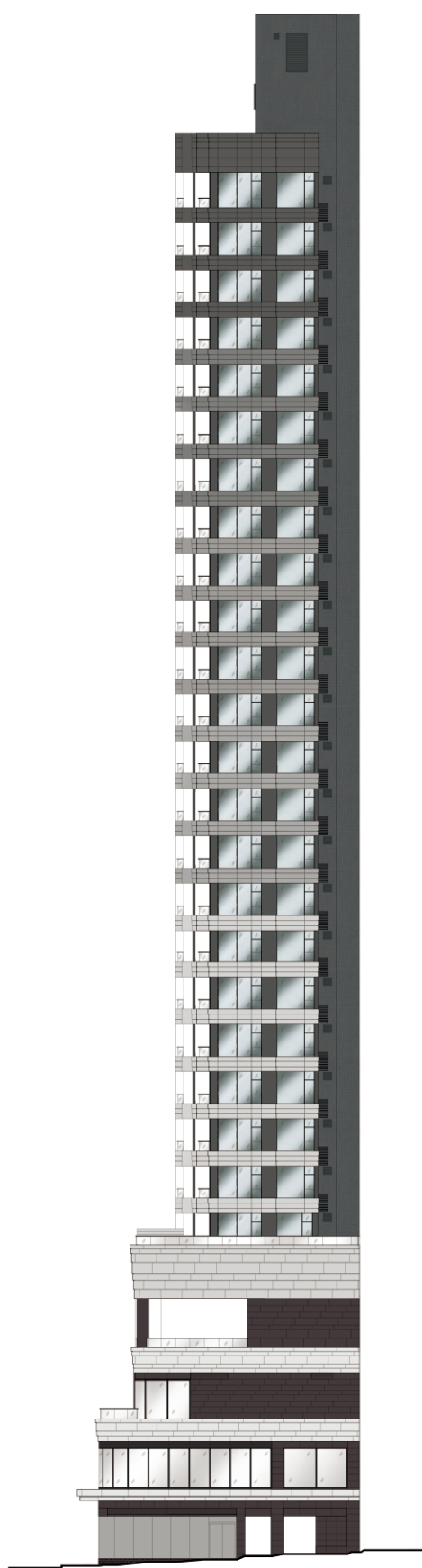
1. 毗鄰建築物的一段落山道為香港主水平基準以上13.58米至14.61米。
2. 虛線為最低住宅樓層水平。

CROSS SECTION PLAN B-B
橫 截 面 圖 B-B

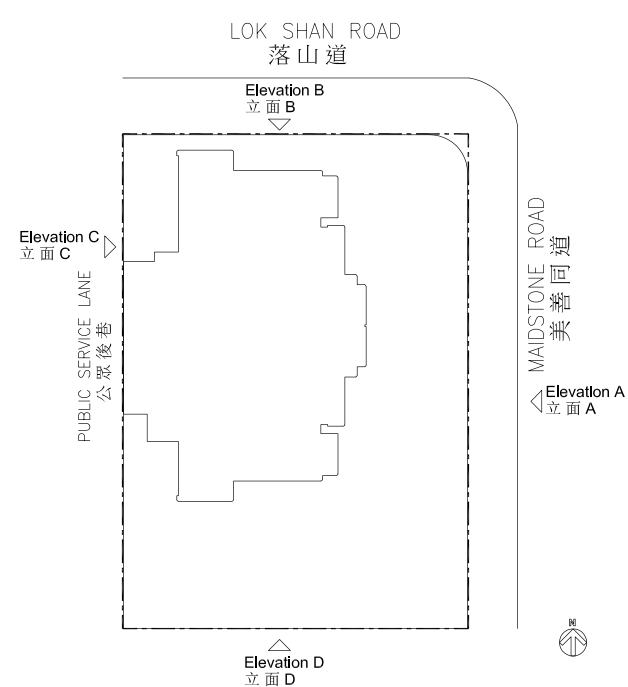
20 ELEVATION PLAN 立面圖



Elevation A
立面圖 A



Elevation B
立面圖 B



Block Plan
座向圖

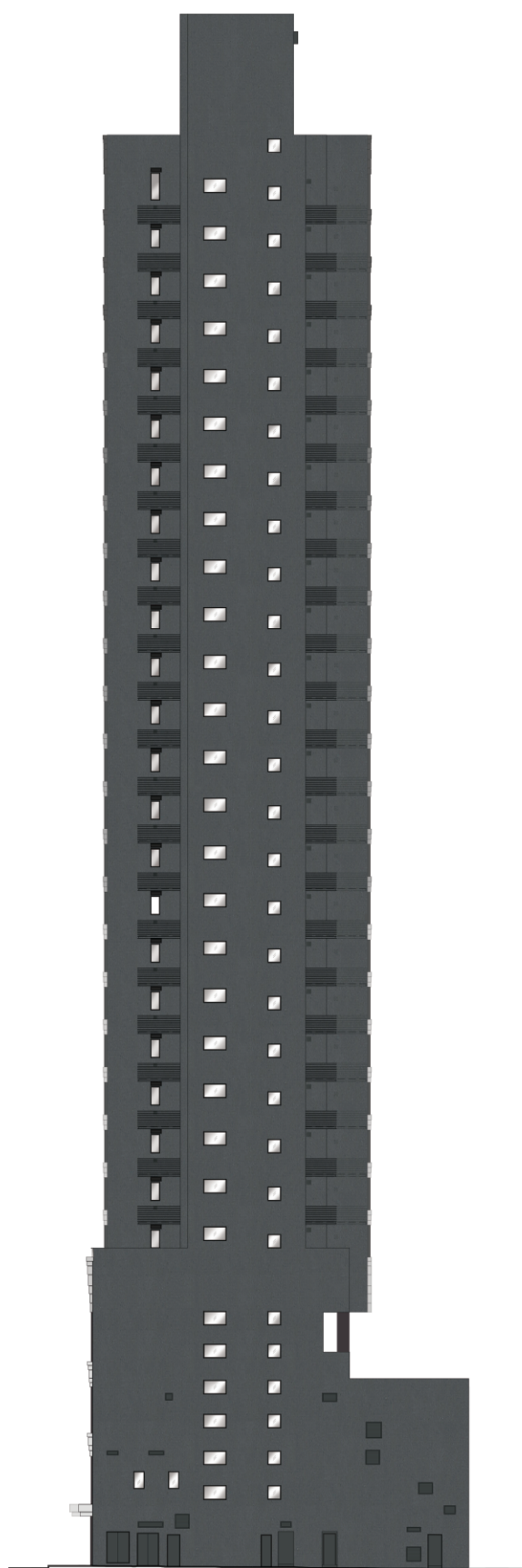
Authorized Person for the development certified that the elevations shown on these plans:

- (1) are prepared on this basis of the approved building plans for the development as at 22 December 2017.
- (2) are in general accordance with the outward appearance of the development.

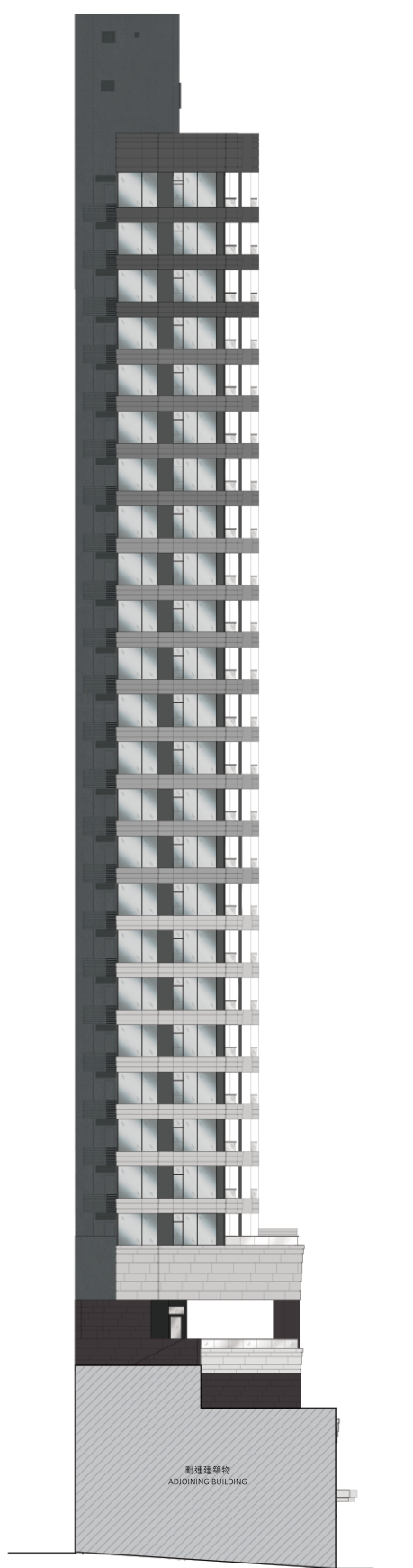
發展項目的認可人士證明本圖所顯示的立面：

- (1) 以2017年12月22日此發展項目經批准的建築圖則為基礎擬備；
- (2) 大致上與該項目的外觀一致。

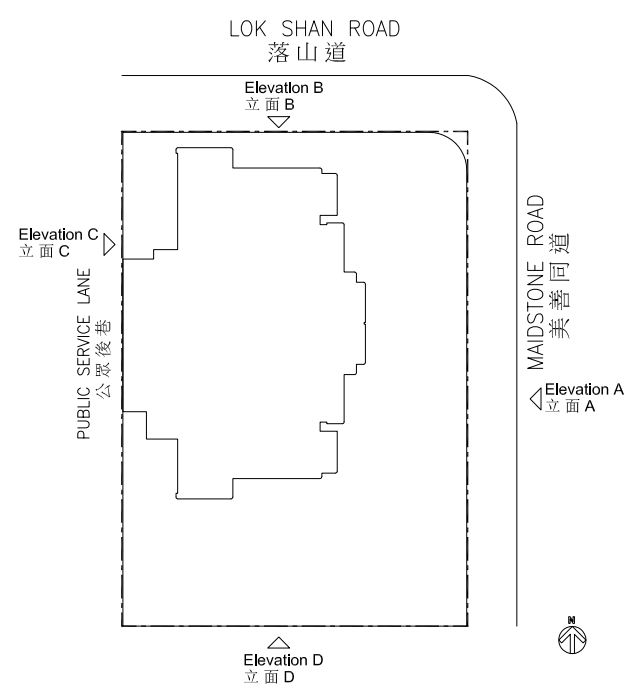
20 ELEVATION PLAN 立面圖



Elevation C
立面圖 C



Elevation D
立面圖 D



Block Plan
座向圖

Authorized Person for the development certified that the elevations shown on these plans:

- (1) are prepared on this basis of the approved building plans for the development as at 22 December 2017.
- (2) are in general accordance with the outward appearance of the development.

發展項目的認可人士證明本圖所顯示的立面：

- (1) 以2017年12月22日此發展項目經批准的建築圖則為基礎擬備；
- (2) 大致上與該項目的外觀一致。

21

INFORMATION ON COMMON FACILITIES IN THE DEVELOPMENT
發 展 項 目 中 的 公 用 設 施 的 資 料

公共設施 Common Facilities		有蓋 Covered	無蓋 Uncovered	總面積 Total Area
住客會所 Residents' clubhouse	平方呎 sq.ft 平方米 sq.m	1047 97.262	0 0	1047 97.262
位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the development	平方呎 sq.ft	0	0	0
	平方米 sq.m	0	0	0
位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 Communal garden or play area for residents' use below the lowest residential floor of a building in the development	平方呎 sq.ft	1852	264	2116
	平方米 sq.m	172.058	24.499	196.557

備註Notes:
上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
The area specified above in square feet is converted from the area in square metre at a rate of 1 square metre = 10.7639 square feet and rounded to the nearest square feet, which may be slightly different from the area presented in square metres.

22

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT
閱 覽 圖 則 及 公 契

1. Copies of the Outline Zoning Plans relating to the development are available at www.ozp.tpb.gov.hk

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

2. 指明住宅物業的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。無須為閱覽付費。

24 SERVICE AGREEMENTS 服 務 協 議

Potable and flushing water is supplied by Water Supplies Department.
Electricity is supplied by CLP Power Hong Kong Limited.
No gas supply.

食水及沖廁水由水務署供應。
電力由中華電力有限公司供應。
無氣體供應。

25 GOVERNMENT RENT 地 稅

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

賣方有法律責任繳付住宅物業直至該住宅物業買賣完成日（即該物業轉讓契日期）（包括該日）為止之地稅。

26 MISCELLANEOUS PAYMENTS BY PURCHASER

買 方 的 雜 項 付 款

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

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

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

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

在交付時，買方不須向擁有人支付清理廢料的費用。

備註：在交付時，買方須根據公契向發展項目的管理人（而非擁有人）支付清理廢料的費用，而如擁有人已支付清理廢料的費用，買方須向擁有人補還清理廢料的費用。

27 DEFECT LIABILITY WARRANTY PERIOD

欠 妥 之 處 的 保 養 責 任 期

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

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

28 MAINTENANCE OF SLOPES

斜坡維修

1. The Land Grant requires the owners of the residential properties in the Development to maintain any slope at their own cost. The terms of the requirement are as follows:

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 of Lands (the “Director”), either within the land 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 land or any part thereof or any other works required to be done by the grantee under the Land Grant, or for any other purpose, the grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the land and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslide or subsidence occurring thereafter. The grantee shall at all times during the term of the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

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, landslide or subsidence occurs at any time, whether in or from any land within the land 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, landslide or subsidence.

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, landslide 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.

Note: The expression “grantee” as mentioned in this section means the purchaser under the Land Grant, and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.

2. Each of the owners is obliged to contribute towards the costs of the maintenance work.
3. The vendor has not undertaken to maintain any slope in relation to the development at the vendor’s own cost.
4. Please refer to the plan in this section for the location of the slope structures, retaining walls or related structures (if any) (the location is coloured in orange colour).
5. Under the Deed of Mutual Covenant, the manager of the development has the owners’ authority to carry out the maintenance work.

1. 批地文件規定，發展項目中的住宅物業的擁有人須自費維修任何斜坡，該規定的條款如下：

若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，不論是否有地政總署署長（「署長」）事先書面通知，不論是在該土地內或在任何政府土地上，亦不論是為了開拓、平整或發展該土地或其任何部分或任何其他根據批地文件條件承授人須進行的工程的目的而進行或與之有關連的或是為任何其他目的，承授人須自費進行及建造該等現時或其後有需要或可能有需要之斜坡整理工程、護土牆或其他支撐、防護措施、及排水系統或附屬或其他工程，以保護及支持該土地內的該等土地及任何毗鄰或毗連之政府土地或已出租土地，及排除及預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。承授人須於批地文件年期所有時間自費保持上述土地、斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或輔助或其他工程修葺良好堅固，至使署長滿意。

若內由於承授人進行的開拓、平整、發展或其他工程或其任何其他原因而造成任何泥土剝落、泥石傾瀉或土地下陷於任何時間發生，承授人須自費還原和修復至使署長滿意，並須就因該等泥土剝落、泥石傾瀉或土地下陷而將會或可能引致、蒙受或招致的任何成本、費用、損害、索求及申索彌償政府、其代理及承辦商。

署長有權以書面通知形式要求承授人進行、興建及保養上述土地、斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或輔助或其他工程，或還原和修復任何泥土剝落、泥石傾瀉或土地下陷，且如承授人忽略或未能在指明期限內遵行該通知至使署長滿意，署長可執行和進行任何有需要的工程，而承授人須應要求向政府歸還該工程的費用連同任何行政及專業費用及收費。

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

2. 每名擁有人均須分擔維修工程的費用。
3. 賣方並無承諾賣方自費就發展項目維修任何斜坡。
4. 斜坡、護土牆或有關構築物（如有）之位置，請參閱本節之附圖（位置以橙色表示）。
5. 根據公契，發展項目的管理人獲擁有人授權進行維修工程。



發展項目界線
Boundary Line of the Development

比例 SCALE 0 1 5 (m/米)

ORANGE
RETAINING STRUCTURES
擋土構築物
(SCREEN WALL BELOW EXISTING GROUND LEVEL)
(地面水平以下的分隔牆)

No existing application to the Government for a modification of the land grant for the Development has been made.

本發展項目現時並沒有向政府提出申請修訂批地文件。

Fire Safety Management Plan

The owner shall be responsible for maintenance and annual inspection of the fire service installations within his residential property.

The owner shall not (i) remove or obstruct any smoke detectors provided inside the living room of the his residential property and at the common lobby outside the his residential property; (ii) remove or obstruct the sprinkler head provided at the ceiling immediately above the open kitchen of his residential property; or (iii) remove the FRR Wall of his residential property. The owner shall keep and maintain the fire safety provisions inside his residential property in good condition at his own costs and expenses.

The Owner shall allow the Manager and the registered fire services installation contractor(s) to enter with or without workmen, contractors and others and with or without equipment and apparatus at all reasonable times on prior reasonable notice (except in case of emergency) into his residential property to carry out (at the cost and expense of the relevant owner) maintenance and annual check of the fire service installations and regular inspection of the sprinkler system.

In the event that the owner with possession of his residential property, he shall procure the tenant, licensee or occupier (as the case may be) to comply with the Fire Safety Management Plan, in particular the fire safety provisions set out herein, and make it a condition in the relevant agreement (if any).

The costs and expenses incurred by the Manager and/or the registered fire service installation contractor(s) for the maintenance and annual inspection of the fire services installations and regular inspection of the sprinkler system for a residential property shall be borne by the owner thereof on demand. For the avoidance of doubt, such annual and regular inspection costs and expenses do not form part of the management fees.

The Development will not be installed with gas pipes for the supply of town gas to residential properties. Flame cooking is not allowed in residential properties in the Development.

According to the deed of mutual covenant in respect of the Development (the “DMC”):

1. (a) The Manager shall assist the Owners of the Flats to carry out, and shall arrange and coordinate the annual maintenance and check referred to in paragraph 2(b) below and submit the maintenance certificate to the Fire Services Department;
- (b) The Manager shall observe and comply with the Fire Safety Management Plan;
- (c) The Manager shall display permanent notices at the Common Parts (such as in lift lobbies and on public notice boards) to remind Owners and occupants not to remove or tamper any FSI;
- (d) The Manager shall arrange annual check and maintenance against the FSI forming part of the Common Parts to be conducted by the Manager’s registered fire service installation contractor;
- (e) The Manager shall arrange staff training (at a frequency to be reasonably determined by the Manager) for the management staff of the Development in relation to fire safety management including the course of actions to be carried out by them in case of fire;
- (f) The Manager shall arrange for a fire drill of the Development to be carried out twice annually; and
- (g) The Manager shall have the powers to do anything which it considers necessary or expedient for performing any of its duties set out in (a) to (f) above.

2. The Owners shall:
 - (a) Not to remove, tamper or alter any FSI.
 - (b) To allow the FSI to be subject to annual check and maintenance conducted by the Manager’s registered fire service installation contractor, to allow access to his Flat to the Manager and the Manager’s registered fire service installation contractor for the purpose of carrying out such check and maintenance.
 - (c) To observe and comply with the Fire Safety Management Plan.
3. “FSI” means the Fire Services Installations and Equipment referred to in the Fire Safety Management Plan.

Building Maintenance Equipment

According to the DMC, the Manager shall have the right at all times to extend, maintain, operate, move and have access to, over and or into or partly into the portion of airspace above the flat roof, roof or the parapet walls of the flat roof or roof as may be determined by the Manager, one or more tracked telescopic jib gondola and/or any jib, davit arm, other equipment or device of management (collectively referred to as the “building maintenance equipment” which expression shall include all jibs, gondola, brackets, hinges, posts, vertical passenger hoists, or other related maintenance equipment) to service, cleanse, enhance, maintain, repair, renovate, decorate, improve and/or replace any part of any exterior of the Development, and to remain temporarily over and/or on the said airspace for such period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Parts and facilities PROVIDED THAT the use and enjoyment of the Unit by the Owner of the same shall not be materially adversely affected or prejudiced thereby.

Air-Conditioner Platforms of Flats A, B and C

There is no direct access from Flats A, B and C on the 6th to 30th Floors of the Development to the Air-Conditioner Platform forming part of those flats. The DMC provides that:-

- (a) Each Owner of Flats A, B and C on the 6th to 30th Floors of the Development shall have the right in common with the Owners of the other of the Flats A, B and C on the Floors on which their Flats are situate (“their Floors”) with or without workmen and others and with or without plant, equipment and materials at all reasonable times upon notice (except in an emergency when no notice is required and the entry may take place at all times) to enter upon, across or through the air-conditioner platform forming part of the Owners of the other of Flats A, B and C on their Floors for the purpose of carrying out any work for the maintenance and repair of his own air-conditioner platform and air-conditioning plant or machinery thereon or to replace the same causing as little disturbance as reasonably possible and forthwith making good any damage thereby caused; and
- (b) Each Owner of Flats A, B and C on the 6th to 30th Floors of the Development holds his Unit subject to the rights and privileges equivalent to those contained in paragraph (a) above.

30 RELEVANT INFORMATION

有關資料

消防安全管理計劃

業主須負責保養及每年檢查其住宅物業內的消防裝置。

業主不得 (i) 拆除或干擾在其住宅物業的客廳內及物業外的公用大堂提供的任何消防煙霧偵測器；(ii) 拆除或妨礙在其住宅物業開放式廚房之上的天花板所提供的消防花灑頭；或 (iii) 拆除其住宅物業的耐火等級牆。業主須自費維護及保養其住宅物業內的消防安全設施使其處於良好狀況。

業主須容許管理人及註冊消防裝置承辦商在事先給予合理通知（緊急情況除外）後，聯同或不聯同工人、承辦商及其他人士在帶同或無帶同設備及器具下於所有合理時間進入其住宅物業，藉以對消防裝置進行保養及年度檢查及對消防花灑系統進行定期檢查（費用及開支由相關業主承擔）。

若業主放棄管有其住宅物業，業主須促使租客、被許可人或佔有人（視情況而定）遵守消防安全管理計畫，尤其是本函所列的消防安全設施，並將此規定列為相關租約（如有）的一項條件。

業主須應要求承擔管理人及／或註冊消防裝置承辦商對消防裝置進行保養及年度檢查及對消防花灑系統進行定期檢查所產生的費用及開支。為免疑問，該年度及定期檢查費用及開支並不構成管理費的一部分。

發展項目沒有安裝供應煤氣至住宅物業的氣體喉。發展項目中的住宅物業內不能明火煮食。

根據發展項目公契（「公契」）：

1. (a) 管理人須協助住宅單位業主進行、及須安排及協調下文2(b)提及的每度保養及檢查，及向消防署呈交保養證書；
(b) 管理人須遵守及遵行消防安全管理計劃；
(c) 管理人須於公用部分顯眼位置（例如升降機大堂及公用告示板）展示告示，以提醒業主及佔用人不得移除或干擾任何消防服務裝置；
(d) 管理人須安排由其註冊消防服務裝置承辦商就屬公用部分一部分的消防服務裝置進行年度檢查及保養；
(e) 管理人須對發展項目的管理員工就消防安全管理安排員工訓練（其頻密程度由其合理地決定），包括如遇火警時他們須採取的步驟；
(f) 管理人須安排於發展項目進行每年兩次的防火演習；及
(g) 管理人有權為履行上文(a)至(g)段的責任而作出任何其認為有需要或合宜的事情。
2. 業主須：
(a) 不得移除、干擾或改動任何消防服務裝置。
(b) 容許消防服務裝置接受由管理人的註冊消防服務裝置承辦商進行的每年檢查及保養，及容許管理人及管理人的註冊消防服務裝置承辦商進入其單位以進行上述檢查及保養。
(c) 遵守及遵行消防安全管理計劃。
3. 「消防服務裝置」指消防安全管理計劃提及之消防服務裝置和設備。

大廈保養設備

根據公契，管理人有權於所有時間展開、維持、操作、移動一個或多個履帶式伸縮臂吊船及/或任何臂架、吊船吊臂、其他管理設備或裝置（統稱「大廈保養設備」，並包括所有臂架、吊船、托架、鉸鏈、支柱垂直載人吊重機或其他相關保養設備）及使其進入及越過平台或天台的上空部分或平台或天台的圍牆以服務、清潔、改進、保養、維修、裝修、裝飾、改善及/或更換發展項目外牆的任何部分，及在該上空暫時停留適當時間以作檢查、重建、維修、翻新、保養、清潔、髹油或裝飾全部或部分的公用部分及設施，惟不應對業主使用和享用其單位構成重大不良影響。

A、B 及C單位冷氣機平台

發展項目6至30樓之A、B及C單位無法直達該等單位的冷氣機平台。根據公契：-

- (a) 發展項目6至30樓之A、B 及C單位的每名業主，有權在儘可能導致最少干擾及立即修復任何損毀的情況下，聯同或不聯同工人及其他人士在帶同或無帶同機器、工具及材料下於所有合理時間及在事先給予通知後（緊急情況除外。在緊急情況下，無須給予通知並可隨時進入）進入、橫越或經過其所屬樓層之A、B及C單位之冷氣機平台，以進行任何保養、維修及更換其冷氣機平台及冷氣機器或機件。以上權利將與其所屬樓層之其他A、B 及C單位的業主共同擁有。
- (b) 發展項目6至30樓之A、B 及C單位的每名業主在受限於等同以上(a)段列出之權利及特權下擁有其單位。

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

Breakdown of GFA Concessions Obtained for All Features

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

		Area (m ²)
Disregarded GFA under Building (Planning) Regulations 23(3) (b)		
1	Carpark and loading/unloading area excluding public transport terminus	498.671
2	Plant rooms and similar services	
2.1(*)	Mandatory feature and essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, TBE room, refuse storage and material recovery chamber, etc.	142.743
2.2 (*)	Mandatory feature and essential plant room, area of which is NOT limited by any Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as room occupied solely by FSI and equipment, meter room, transformer room, potable and flushing water tank, etc.	346.759
2.3 (*)	Non-mandatory/non-essential plant room such as A/C plant room, AHU room, etc.	9.006
Disregarded GFA under Building (Planning) Regulations 23A(3)		
3	Area for picking up and setting down persons departing from or arriving at the hotel by vehicle	N/A
4	Supporting facilities for a hotel	N/A
Green Features under Joint Practice Notes 1 and 2		
5	Balcony for residential buildings	96.000
6	Wider common corridor and lift lobby	N/A
7	Communal sky garden	N/A
8	Communal podium garden for non-residential buildings	N/A
9	Acoustic fin	N/A
10	Wing wall, wind catcher and funnel	N/A
11	Non-structural prefabricated external wall	N/A
12	Utility platform	N/A
13	Noise barrier	N/A
Amenity Features		
14	Counter, office, store, guard room and lavatory for watchman and management staff, Owner’s Corporation Office	4.267
15	Residential Recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities	97.262
16	Covered landscaped and play area	172.058
17	Horizontal screen/covered walkway, trellis	N/A
18	Larger lift shaft	123.003
19	Chimney shaft	N/A
20	Other non-mandatory or non-essential plant room, such as boiler room, SMATV room	N/A
21 (*)	Pipe duct, air duct for mandatory feature or essential plant room	96.149
22	Pipe duct, air duct for non-mandatory or non-essential plant room	N/A
23	Plant room, pipe duct, air duct for environmentally friendly system and feature	N/A
24	High headroom and void in front of cinema, shopping arcade etc. in non-domestic development	N/A
25	Void over main common entrance (Prestige entrance) in non-domestic development	N/A
26	Void in duplex domestic flat and house	N/A
27	Other projections such as air-conditioning box and platform with a projection of more than 750mm from the external walls	N/A
Other Exempted Items		
28	Refuge floor including refuge floor cum sky garden	N/A
29 (*)	Other projections	N/A
30	Public transport terminus (PTT)	N/A
31	Party structure and common staircase	N/A
32 (*)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA	N/A
33	Public passage	N/A
34	Covered set back area	N/A
Bonus GFA		
35	Bonus GFA	N/A

Notes:

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

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

獲寬免總樓面面積的設施分項

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

		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）	498.671
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》或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等	142.743
2.2 (*)	所佔面積不受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》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	346.759
2.3 (*)	非強制性 / 非必要機房，例如空調機房、風櫃房等	9.006
根據《建築物（規劃）規例》第23A(3)條不計算的總樓面面積		
3	供人離開或到達旅館時上落汽車的地方	N/A
4	旅館的輔助性設施	N/A
根據《聯合作業備考》第1號及第2號提供的環保設施		
5	住宅樓宇露台	96.000
6	加闊的公用走廊及升降機大堂	N/A
7	公用空中花園	N/A
8	非住宅樓宇的公用平台花園	N/A
9	隔聲簷	N/A
10	翼牆、捕風器及風斗	N/A
11	非結構性預製外牆	N/A
12	工作平台	N/A
13	隔音屏障	N/A
適意設施		
14	供保安人員和管理處員工使用的櫃枱、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室	4.267
15	住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等	97.262
16	有上蓋的園景區及遊樂場	172.058
17	橫向屏障 / 有蓋人行道、花棚	N/A
18	擴大升降機井道	123.003
19	煙囪管道	N/A
20	其他非強制性或非必要機房，例如爐房、衛星電視共用天線房	N/A
21 (*)	強制性設施或必要機房所需的管槽、氣槽	96.149
22	非強制性設施或非必要機房所需的管槽、氣槽	N/A
23	環保系統及設施所需的機房、管槽及氣槽	N/A
24	非住用發展項目中電影院、商場等的較高的淨高及前方中空	N/A
25	非住用發展項目的公用主要入口（尊貴入口）上方的中空	N/A
26	複式住宅單位及洋房的中空	N/A
27	其他伸出物，如空調機箱或伸出外牆超過750毫米的空調機平台	N/A
其他獲豁免的項目		
28	庇護層，包括庇護層兼空中花園	N/A
29 (*)	其他伸出物	N/A
30	公共交通總站	N/A
31	共用構築物及樓梯	N/A
32 (*)	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	N/A
33	公眾通道	N/A
34	因樓宇後移導致的覆蓋面積	N/A
額外總樓面面積		
35	額外總樓面面積	N/A

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。

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

The Environmental Assessment of the Building

Unclassified.

Estimated energy performance or consumption for the common parts of the Development

Latest information on the estimated energy performance or consumption for the common parts of the development as submitted to the Building Authority prior to the printing of the sales brochures:

Part I	
Provision of Central Air Conditioning	* YES / NO
Provision of Energy Efficient Features	* YES / NO
Energy Efficient Features proposed:	1. Daylight Responsive Control 2. Provision of metering devices 3. Efficiency of electric motor

Part II: The predicted annual energy use of the proposed building / part of building (Note 1)						
Type of Development	Location	Internal Floor Area Served (m ²)	Annual Energy Use of Baseline Building (Note 2)		Annual Energy Use of Proposed Building	
			Electricity kWh / m ² / annum	Town Gas / LPG unit / m ² / annum	Electricity kWh / m ² / annum	Town Gas / LPG unit / m ² / annum
Domestic Development	Central building services installation (Note 3)	980.6	210.2	N/A	205.2	N/A
Non-domestic Development (Note 4)	Podium(s) (central building services) installation	400.2	111.8	0.0	87.6	0.0

Part III: The following installation(s) are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD)			
Type of Installations	YES	NO	N/A
Lighting Installations	✓		
Air Conditioning Installations			✓
Electrical Installations	✓		
Lift & Escalator Installations	✓		
Performance-based Approach			✓

Notes:

- 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” under Section 4 and Appendix 8 of the BEAM Plus for 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.
- “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” under Section 4 and Appendix 8 of the BEAM Plus for New Building (current version).
- “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installations in Buildings (February 2010 edition) (Draft).
- Podium(s) normally means the lowest part of the development (usually the lowest 15m of the development and its basement, if any) carrying different use(s) from that of the tower(s) above. For development without clear demarcation bewteen podium(s) and tower(s), the development, as a whole, should be considered as tower(s).

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

有關建築物的環境評估

不予評級。

發展項目的公用部份的預計能量表現或消耗

於印製售樓說明書前呈交予建築務監督發展項目的公用部份的預計能量表現或消耗的最近期資料：

第 I 部份	
提供中央空調	* 是 / 否
提供具能源效益的設施	* 是 / 否
擬安裝的具能源效益的設施	1. 日光感應控制 2. 計量及監察設施 3. 高效率輸出電動機

第 II 部份：擬興建樓宇 / 部份樓宇預計每年能源消耗量 (附註1)						
發展項目類型	位置	使用有關裝置的內部樓面面積 (平方米)	基線樓宇每年能源消耗量 (附註2)		擬興建樓宇每年能源消耗量	
			電力 千瓦小時 / 平方米 / 年	煤氣 / 石油氣 用量單位 / 平方米 / 年	電力 千瓦小時 / 平方米 / 年	煤氣 / 石油氣 用量單位 / 平方米 / 年
住用發展項目	中央屋宇裝備裝置 (附註3)	980.6	210.2	N/A	205.2	N/A
非住用發展項目 (附註4)	平台 (中央屋宇裝備裝置)	400.2	111.8	0.0	87.6	0.0

第 III 部份：以下裝置乃按機電工程署公布的相關實務守則設計			
裝置類型	是	否	不適用
照明裝置	✓		
空調裝置			✓
電力裝置	✓		
升降機及自動梯的裝置	✓		
以總能源為本的方法			✓

附註：

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。如一棟樓宇小計的「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（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）第4節及附錄8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）第4節及附錄8中的「基準建築物模型（零分標準）」具有相同涵義。
3.

「中央屋宇裝備裝置」與樓宇的屋宇裝備裝置能源效益實務守則（2010年2月版）（草稿）中的涵義相同。
4.

平台一般指發展項目的最低部分（通常為發展項目最低15米部分及其地庫（如適用）），並與其上的塔樓具有不同用途。對於並無明確劃分平台與塔樓的發展項目，應視整個發展項目為塔樓。

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

地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Residential Unit or the Parking Space specified in the Agreement for Sale and Purchase, sub-sell that Residential Unit or Parking Space or transfer the benefit of the Agreement for Sale and Purchase of that Residential Unit or Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
 2. If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase, agrees (at its own discretion) to cancel the Agreement for Sale and Purchase or the obligations of the purchaser under the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit and the Parking Space specified in the Agreement for Sale and Purchase and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.
 3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the lot on which the Development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective Assignments to the purchasers.
 4. The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
1. 買方須於正式買賣合約內與賣方協議，除可用作按揭或押記外，買方不會於買賣完成交易及簽署轉讓契之前，以任何方式或訂立任何協議，提名任何人士接受正式買賣合約所指定的住宅物業或停車位之轉讓、或轉售該住宅物業或停車位、或轉移該住宅物業或停車位的正式買賣合約之權益。
 2. 如果賣方按正式買賣合約的買方要求，同意（運用其自己酌情權）取消正式買賣合約或買方於正式買賣合約下承擔之責任，賣方有權保留相等於正式買賣合約所指定的住宅物業及停車位總售價百分之五的款額，以及買方須額外繳付賣方或付還賣方（視情況而定）全部就取消該正式買賣合約須付之律師費、收費及代墊付費用（包括任何須繳付之印花稅）。
 3. 賣方將會支付或已經支付（視情況而定），由批地文件之日起直至及包括各買方簽署轉讓契之日為止，所有有關正在興建的發展項目所處土地的地稅。
 4. 已簽署正式買賣合約的買方有權要求查閱一份有關完成興建發展項目所需的建築費用及專業費用總額的資料之更新紀錄，及有關直至提出要求時所在月份對上一個公曆月為止已動用及支付的建築費用及專業費用總額，並可於每次提出要求時及在支付不多於港幣一百元之象徵式費用後獲提供該資料之更新紀錄的複本。

EXAMINATION RECORD

檢視紀錄

Examination/ Revision Date 檢視 / 修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
16 January 2018 2018年1月16日	10	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	16	Layout plan of the Development is updated. 更新發展項目的布局圖。
	17-19	Floor plans of residential properties in the Development are updated. 更新發展項目的住宅物業的平面圖。
	20	Area of residential properties in the Development is updated. 更新發展項目的住宅物業的面積。
	21-22	Floor plans of parking spaces in the Development are updated. 更新發展項目的停車位樓面平面圖。
	32-33	Block plans are updated. 更新座向圖。
	34-35	Elevation plans and block plans are updated. 更新立面圖及座向圖。
	36	Information on common facilities in the Development is updated. 更新發展項目的公用設施的資料。
	48	Maintenance of slopes is updated. 更新斜坡維修。
	52-53	Provision of information in application for concession on gross floor area (GFA) of building are updated. 更新申請建築物總樓面面積寬免的資料。
23 July 2020 2020年7月23日	10	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	11	Aerial photograph of the Development is updated. 更新發展項目的鳥瞰照片。
	12	Outline zoning plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。
13 November 2020 2020年11月13日	10	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	11	Aerial photograph of the Development is updated. 更新發展項目的鳥瞰照片。
3 March 2021 2021年3月3日	10	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	11	Aerial photograph of the Development is updated. 更新發展項目的鳥瞰照片。
	12	Outline zoning plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。
8 July 2021 2021年7月8日	10	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	11	Aerial photograph of the Development is updated. 更新發展項目的鳥瞰照片。
	12	Outline zoning plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。

EXAMINATION RECORD

檢視紀錄

Examination/ Revision Date 檢視 / 修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
30 January 2021 2021年9月30日	10	Location plan of the Development is updated. 更新發展項目的所在位置圖。
	14	Outline zoning plan relating to the Development is updated. 更新關乎發展項目的分區計劃大綱圖。

