

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

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Description of Residential Property 物業的描述		Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)		
House Number 屋號	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)	Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓
House 1 Camellia Avenue Camellia Avenue 1號洋房	299.302 ( 3222 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 2 Camellia Avenue Camellia Avenue 2號洋房	253.088 ( 2724 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 3 Camellia Avenue Camellia Avenue 3號洋房	248.721 ( 2677 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 5 Camellia Avenue Camellia Avenue 5號洋房	249.026 ( 2681 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 6 Camellia Avenue Camellia Avenue 6號洋房	248.569 ( 2676 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 7 Camellia Avenue Camellia Avenue 7號洋房	248.799 ( 2678 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 8 Camellia Avenue Camellia Avenue 8號洋房	252.292 ( 2716 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 9 Camellia Avenue Camellia Avenue 9號洋房	299.212 ( 3221 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-

Notes:

- The area as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which maybe slightly different from that shown in square metre.
- House 4 & Villa 4 are omitted.

1. 實用面積、以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）						
Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
7.469 (80)	183.325 (1973)	41.920 (451)	55.792 (601)	7.875 (85)	-	-
21.186 (228)	63.598 (685)	43.268 (466)	37.632 (405)	7.537 (81)	-	-
21.554 (232)	70.881 (763)	39.294 (423)	37.632 (405)	7.537 (81)	-	-
21.186 (228)	64.688 (696)	43.789 (471)	37.632 (405)	7.537 (81)	-	-
21.554 (232)	67.718 (729)	43.789 (471)	37.632 (405)	7.537 (81)	-	-
21.186 (228)	63.846 (687)	43.789 (471)	37.632 (405)	7.537 (81)	-	-
21.547 (232)	66.463 (715)	46.368 (499)	37.632 (405)	7.537 (81)	-	-
7.469 (80)	113.650 (1223)	46.572 (501)	55.792 (601)	7.875 (85)	-	-

備註：

- 上述以英制之平方呎列明之面積，均以 1 平方米 = 10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4號洋房及4號別墅。

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

Description of Residential Property 物業的描述		Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)		
House Number 屋號	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)	Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓
House 1 Lily Avenue Lily Avenue 1號洋房	297.232 ( 3199 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 2 Lily Avenue Lily Avenue 2號洋房	279.860 ( 3012 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 3 Lily Avenue Lily Avenue 3號洋房	262.589 ( 2827 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 5 Lily Avenue Lily Avenue 5號洋房	253.377 ( 2727 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 6 Lily Avenue Lily Avenue 6號洋房	250.746 ( 2699 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 7 Lily Avenue Lily Avenue 7號洋房	250.746 ( 2699 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 8 Lily Avenue Lily Avenue 8號洋房	250.746 ( 2699 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 9 Lily Avenue Lily Avenue 9號洋房	250.746 ( 2699 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 10 Lily Avenue Lily Avenue 10號洋房	253.377 ( 2727 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 11 Lily Avenue Lily Avenue 11號洋房	351.168 ( 3780 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-

Notes:

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2. House 4 & Villa 4 are omitted.

Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)						
Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
7.469 (80)	121.710 (1310)	43.789 (471)	55.792 (601)	7.875 (85)	-	-
21.734 (234)	92.945 (1000)	49.422 (532)	40.360 (434)	7.537 (81)	-	-
21.921 (236)	96.160 (1035)	53.723 (578)	37.999 (409)	7.537 (81)	-	-
21.165 (228)	64.491 (694)	48.097 (518)	37.632 (405)	7.537 (81)	-	-
21.165 (228)	64.541 (695)	43.789 (471)	37.632 (405)	7.537 (81)	-	-
21.165 (228)	65.740 (708)	43.789 (471)	37.632 (405)	7.537 (81)	-	-
21.165 (228)	66.938 (721)	43.789 (471)	37.632 (405)	7.537 (81)	-	-
21.165 (228)	68.154 (734)	43.789 (471)	37.632 (405)	7.537 (81)	-	-
21.247 (229)	70.393 (758)	43.789 (471)	37.632 (405)	7.537 (81)	-	-
-	180.448 (1942)	49.145 (529)	70.332 (757)	10.122 (109)	-	-

備註：

1. 上述所列之面積是以英制之平方呎列明，均以 1 平方米 = 10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設4號洋房及4號別墅。

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

Description of Residential Property 物業的描述		Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)		
House Number 屋號	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)	Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓
Villa 1 Lily Avenue Lily Avenue 1號別墅	202.622 ( 2181 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 2 Lily Avenue Lily Avenue 2號別墅	200.774 ( 2161 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 3 Lily Avenue Lily Avenue 3號別墅	200.774 ( 2161 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 5 Lily Avenue Lily Avenue 5號別墅	200.774 ( 2161 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 6 Lily Avenue Lily Avenue 6號別墅	200.394 ( 2157 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 7 Lily Avenue Lily Avenue 7號別墅	200.014 ( 2153 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 8 Lily Avenue Lily Avenue 8號別墅	200.014 ( 2153 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 9 Lily Avenue Lily Avenue 9號別墅	200.014 ( 2153 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 10 Lily Avenue Lily Avenue 10號別墅	200.014 ( 2153 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 11 Lily Avenue Lily Avenue 11號別墅	200.014 ( 2153 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 12 Lily Avenue Lily Avenue 12號別墅	203.172 ( 2187 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-

Notes:

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2. House 4 & Villa 4 are omitted.

Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)						
Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
-	51.018 (549)	41.182 (443)	62.459 (672)	7.875 (85)	-	-
-	51.018 (549)	41.182 (443)	62.459 (672)	7.875 (85)	-	-
-	51.018 (549)	41.073 (442)	62.459 (672)	7.875 (85)	-	-
-	51.018 (549)	40.677 (438)	62.459 (672)	7.875 (85)	-	-
-	51.047 (549)	41.063 (442)	62.459 (672)	7.875 (85)	-	-
-	51.047 (549)	40.549 (436)	62.459 (672)	7.875 (85)	-	-
-	51.047 (549)	40.506 (436)	62.459 (672)	7.875 (85)	-	-
-	51.047 (549)	40.513 (436)	62.459 (672)	7.875 (85)	-	-
-	51.047 (549)	40.519 (436)	62.459 (672)	7.875 (85)	-	-
-	51.047 (549)	40.525 (436)	62.459 (672)	7.875 (85)	-	-
-	48.734 (525)	40.532 (436)	62.459 (672)	7.875 (85)	-	-

備註：

1. 上述以英制之平方呎列明之面積，均以 1 平方米 = 10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設4號洋房及4號別墅。

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

Description of Residential Property 物業的描述		Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)		
House Number 屋號	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)	Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓
House 1 Jasmine Avenue Jasmine Avenue 1號洋房	347.393 ( 3739 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 2 Jasmine Avenue Jasmine Avenue 2號洋房	288.811 ( 3109 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 3 Jasmine Avenue Jasmine Avenue 3號洋房	288.938 ( 3110 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 5 Jasmine Avenue Jasmine Avenue 5號洋房	202.140 ( 2176 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 6 Jasmine Avenue Jasmine Avenue 6號洋房	199.812 ( 2151 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 7 Jasmine Avenue Jasmine Avenue 7號洋房	199.812 ( 2151 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 8 Jasmine Avenue Jasmine Avenue 8號洋房	199.812 ( 2151 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 9 Jasmine Avenue Jasmine Avenue 9號洋房	199.812 ( 2151 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 10 Jasmine Avenue Jasmine Avenue 10號洋房	199.812 ( 2151 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-
House 11 Jasmine Avenue Jasmine Avenue 11號洋房	202.140 ( 2176 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台:-- Verandah 陽台:--	-	-	-

Notes:

1. The area as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which maybe slightly different from that shown in square metre.
2. House 4 & Villa 4 are omitted.

Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)						
Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
-	162.777 (1752)	49.125 (529)	70.248 (756)	10.122 (109)	-	-
7.338 (79)	100.463 (1081)	43.748 (471)	54.408 (586)	7.875 (85)	-	-
7.268 (78)	97.519 (1050)	46.761 (503)	54.408 (586)	7.875 (85)	-	-
-	69.161 (744)	42.903 (462)	62.459 (672)	7.875 (85)	-	-
-	69.161 (744)	41.003 (441)	62.459 (672)	7.875 (85)	-	-
-	69.161 (744)	41.003 (441)	62.459 (672)	7.875 (85)	-	-
-	69.161 (744)	41.003 (441)	62.459 (672)	7.875 (85)	-	-
-	71.489 (770)	41.003 (441)	62.459 (672)	7.875 (85)	-	-
-	75.616 (814)	41.003 (441)	62.459 (672)	7.875 (85)	-	-
-	123.641 (1331)	41.003 (441)	62.459 (672)	7.875 (85)	-	-

備註：

1. 上述以英制之平方呎列明之面積，均以 1 平方米 = 10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設4號洋房及4號別墅。



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

Description of Residential Property 物業的描述		Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)		
House Number 屋號	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)	Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓
Villa 1 Jasmine Avenue Jasmine Avenue 1號別墅	203.538 ( 2191 ) Balcony 露台 : 6.000 (65) Utility Platform 工作平台 : -- Verandah 陽台 : --	-	-	-
Villa 2 Jasmine Avenue Jasmine Avenue 2號別墅	199.812 ( 2151 ) Balcony 露台 : 6.000 (65) Utility Platform 工作平台 : -- Verandah 陽台 : --	-	-	-
Villa 3 Jasmine Avenue Jasmine Avenue 3號別墅	199.812 ( 2151 ) Balcony 露台 : 6.000 (65) Utility Platform 工作平台 : -- Verandah 陽台 : --	-	-	-
Villa 5 Jasmine Avenue Jasmine Avenue 5號別墅	199.812 ( 2151 ) Balcony 露台 : 6.000 (65) Utility Platform 工作平台 : -- Verandah 陽台 : --	-	-	-
Villa 6 Jasmine Avenue Jasmine Avenue 6號別墅	199.812 ( 2151 ) Balcony 露台 : 6.000 (65) Utility Platform 工作平台 : -- Verandah 陽台 : --	-	-	-
Villa 7 Jasmine Avenue Jasmine Avenue 7號別墅	199.812 ( 2151 ) Balcony 露台 : 6.000 (65) Utility Platform 工作平台 : -- Verandah 陽台 : --	-	-	-
Villa 8 Jasmine Avenue Jasmine Avenue 8號別墅	199.812 ( 2151 ) Balcony 露台 : 6.000 (65) Utility Platform 工作平台 : -- Verandah 陽台 : --	-	-	-
Villa 9 Jasmine Avenue Jasmine Avenue 9號別墅	199.812 ( 2151 ) Balcony 露台 : 6.000 (65) Utility Platform 工作平台 : -- Verandah 陽台 : --	-	-	-
Villa 10 Jasmine Avenue Jasmine Avenue 10號別墅	199.812 ( 2151 ) Balcony 露台 : 6.000 (65) Utility Platform 工作平台 : -- Verandah 陽台 : --	-	-	-
Villa 11 Jasmine Avenue Jasmine Avenue 11號別墅	199.812 ( 2151 ) Balcony 露台 : 6.000 (65) Utility Platform 工作平台 : -- Verandah 陽台 : --	-	-	-
Villa 12 Jasmine Avenue Jasmine Avenue 12號別墅	202.140 ( 2176 ) Balcony 露台 : 6.000 (65) Utility Platform 工作平台 : -- Verandah 陽台 : --	-	-	-

Notes:

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- House 4 & Villa 4 are omitted.

Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)						
Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
-	72.814 (784)	41.105 (442)	62.459 (672)	7.875 (85)	-	-
-	55.947 (602)	41.009 (441)	62.459 (672)	7.875 (85)	-	-
-	55.947 (602)	41.009 (441)	62.459 (672)	7.875 (85)	-	-
-	55.947 (602)	41.009 (441)	62.459 (672)	7.875 (85)	-	-
-	55.947 (602)	41.009 (441)	62.459 (672)	7.875 (85)	-	-
-	55.947 (602)	41.009 (441)	62.459 (672)	7.875 (85)	-	-
-	55.947 (602)	41.009 (441)	62.459 (672)	7.875 (85)	-	-
-	55.947 (602)	41.009 (441)	62.459 (672)	7.875 (85)	-	-
-	55.947 (602)	41.009 (441)	62.459 (672)	7.875 (85)	-	-
-	55.947 (602)	41.009 (441)	62.459 (672)	7.875 (85)	-	-
-	55.947 (602)	41.009 (441)	62.459 (672)	7.875 (85)	-	-
-	55.947 (602)	41.009 (441)	62.459 (672)	7.875 (85)	-	-
-	54.567 (587)	41.009 (441)	62.459 (672)	7.875 (85)	-	-

備註：

1. 上述以英制之平方呎列明之面積，均以 1 平方米 = 10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設4號洋房及4號別墅。

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

Description of Residential Property 物業的描述		Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)		
House Number 屋號	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)	Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓
House 1 Violet Avenue Violet Avenue 1號洋房	353.163 ( 3801 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 2 Violet Avenue Violet Avenue 2號洋房	270.166 ( 2908 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 3 Violet Avenue Violet Avenue 3號洋房	267.436 ( 2879 ) Balcony 露台: 6.000 (65)- Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 5 Violet Avenue Violet Avenue 5號洋房	270.166 ( 2908 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 6 Violet Avenue Violet Avenue 6號洋房	269.819 ( 2904 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 7 Violet Avenue Violet Avenue 7號洋房	264.481 ( 2847 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 8 Violet Avenue Violet Avenue 8號洋房	264.481 ( 2847 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 9 Violet Avenue Violet Avenue 9號洋房	269.708 ( 2903 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 10 Violet Avenue Violet Avenue 10號洋房	353.437 ( 3804 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 1 Violet Avenue Violet Avenue 1號別墅	202.140 ( 2176 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 2 Violet Avenue Violet Avenue 2號別墅	199.812 ( 2151 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 3 Violet Avenue Violet Avenue 3號別墅	199.332 ( 2146 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
Villa 5 Violet Avenue Violet Avenue 5號別墅	201.261 ( 2166 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-

**Notes:**

1. The area as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from that shown in square metre.
2. House 4 & Villa 4 are omitted.

Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)						
Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
-	217.064 (2336)	52.688 (567)	70.248 (756)	10.122 (109)	-	-
20.645 (222)	99.796 (1074)	45.979 (495)	39.159 (422)	7.537 (81)	-	-
20.645 (222)	95.202 (1025)	43.110 (464)	39.159 (422)	7.537 (81)	-	-
20.645 (222)	107.115 (1153)	45.982 (495)	39.159 (422)	7.537 (81)	-	-
20.550 (221)	66.331 (714)	44.834 (483)	39.159 (422)	7.537 (81)	-	-
20.856 (224)	73.070 (787)	43.789 (471)	39.159 (422)	7.537 (81)	-	-
20.856 (224)	76.151 (820)	43.789 (471)	39.159 (422)	7.537 (81)	-	-
20.818 (224)	76.395 (822)	47.333 (509)	39.159 (422)	7.537 (81)	-	-
-	259.413 (2792)	47.045 (506)	70.248 (756)	10.122 (109)	-	-
-	56.108 (604)	40.984 (441)	62.459 (672)	7.875 (85)	-	-
-	61.012 (657)	41.171 (443)	62.459 (672)	7.875 (85)	-	-
-	50.818 (547)	41.182 (443)	62.459 (672)	7.875 (85)	-	-
-	82.769 (891)	41.182 (443)	62.459 (672)	7.875 (85)	-	-

備註：

1. 上述以英制之平方呎列明之面積，均以 1 平方米 = 10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設4號洋房及4號別墅。

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

Description of Residential Property 物業的描述		Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)		
House Number 屋號	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)	Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓
House 1 Plumeria Avenue Plumeria Avenue 1號洋房	286.982 ( 3089 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 2 Plumeria Avenue Plumeria Avenue 2號洋房	263.531 ( 2837 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 3 Plumeria Avenue Plumeria Avenue 3號洋房	261.165 ( 2811 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-
House 5 Plumeria Avenue Plumeria Avenue 5號洋房	286.982 ( 3089 ) Balcony 露台: 6.000 (65) Utility Platform 工作平台: -- Verandah 陽台: --	-	-	-

Notes:

1. The area as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which maybe slightly different from that shown in square metre.
2. House 4 & Villa 4 are omitted.

Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)						
Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
7.171 (77)	100.992 (1087)	32.763 (353)	54.408 (586)	7.875 (85)	-	-
21.373 (230)	85.470 (920)	32.599 (351)	39.159 (422)	7.537 (81)	-	-
21.373 (230)	85.387 (919)	32.599 (351)	39.159 (422)	7.537 (81)	-	-
7.465 (80)	121.684(1310)	32.599 (351)	54.408 (586)	7.875 (85)	-	-

備註：

1. 上述以英制之平方呎列明之面積，均以 1 平方米 = 10.764 平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設4號洋房及4號別墅。

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

### LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACE

停車位位置、數目、尺寸及面積：

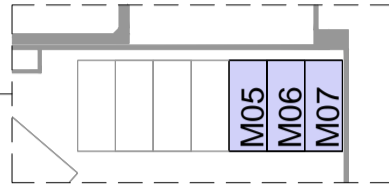
Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m) 尺寸 (長 x 闊) (米)	Area of each Parking Space (sq.m.) 每個停車位面積 (平方米)
Residential Motor Cycle Parking Space 住宅電單車停車位	B/F 地庫	6	2.4 x 1.0	2.4
Visitors Parking Space 訪客停車位		2	5.0 x 2.5	12.5
Residential Motor Cycle Parking Space 住宅電單車停車位	UB/F 高層地庫	7	2.4 x 1.0	2.4
Residential Parking Space 住宅停車位		134	5.0 x 2.5	12.5

 Residential Parking Space  
住宅停車位

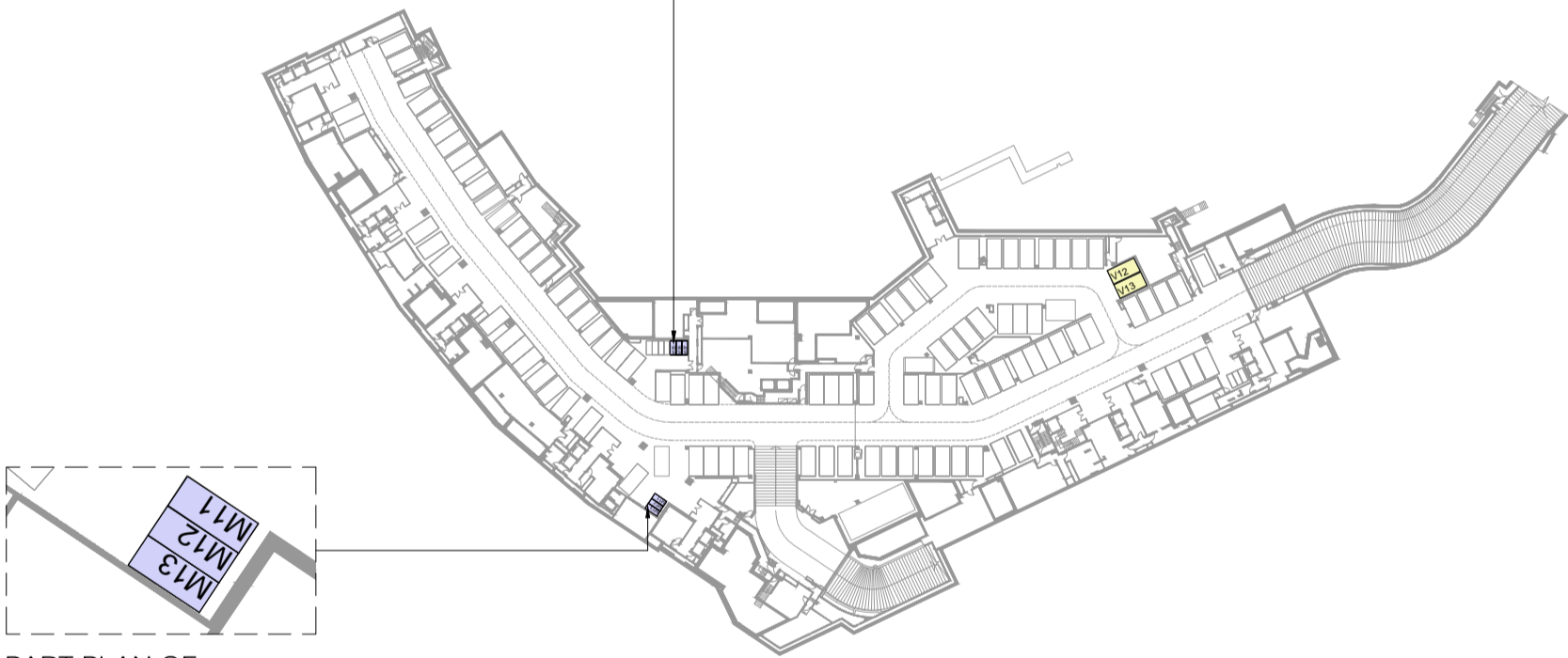
 Residential Motor Cycle Parking Space  
住宅電單車停車位

 Visitors Parking Space  
訪客停車位

Basement Floor Plan  
地庫平面圖



PART PLAN OF  
RESIDENTIAL MOTOR CYCLE  
PARKING SPACE  
住宅電單車停車位部份平面圖



PART PLAN OF  
RESIDENTIAL MOTOR CYCLE  
PARKING SPACE  
住宅電單車停車位部份平面圖



LEGEND:

-  Residential Motor Cycle Parking Space  
住宅電單車停車位
-  Visitors Parking Space  
訪客停車位

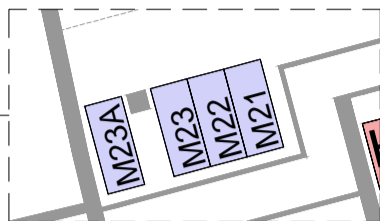
SCALE 0 20 METRES/ 米 50 METRES/ 米 100 METRES/ 米  
比例尺: 



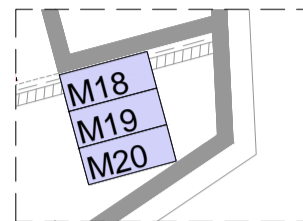
# FLOOR PLANS OF PARKING SPACES IN THE PHASE

## 期數中的停車位的樓面平面圖

Upper Basement Floor Plan  
高層地庫平面圖



PART PLAN OF  
RESIDENTIAL MOTOR CYCLE  
PARKING SPACE  
住宅電單車停車位部份平面圖



PART PLAN OF  
RESIDENTIAL MOTOR CYCLE  
PARKING SPACE  
住宅電單車停車位部份平面圖



LEGEND:

- Residential Parking Space  
住宅停車位
- Residential Motor Cycle Parking Space  
住宅電單車停車位

SCALE 0 20 METRES/ 米 50 METRES/ 米 100 METRES/ 米  
比例尺:

Location, number, dimensions and area of residential parking spaces at carport of houses and villas  
 洋房及別墅的車庫的住宅停車位的位置、數目、尺寸及面積：

House Number 屋號	Location 位置	Number 數目	Dimensions (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)	
Camellia Avenue	House 1 1號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 2 2號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 3 3號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 5 5號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 6 6號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 7 7號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 8 8號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 9 9號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Lily Avenue	House 1 1號洋房	UB/F 高層地庫	2	5.0 x 2.5
House 2 2號洋房		UB/F 高層地庫	2	5.0 x 2.5	12.5
House 3 3號洋房		UB/F 高層地庫	2	5.0 x 2.5	12.5
House 5 5號洋房		UB/F 高層地庫	2	5.0 x 2.5	12.5
House 6 6號洋房		UB/F 高層地庫	2	5.0 x 2.5	12.5
House 7 7號洋房		UB/F 高層地庫	2	5.0 x 2.5	12.5
House 8 8號洋房		UB/F 高層地庫	2	5.0 x 2.5	12.5
House 9 9號洋房		UB/F 高層地庫	2	5.0 x 2.5	12.5
House 10 10號洋房		UB/F 高層地庫	2	5.0 x 2.5	12.5
House 11 11號洋房		UB/F 高層地庫	2	5.0 x 2.5	12.5
Lily Avenue		Villa 1 1號別墅	UB/F 高層地庫	2	5.0 x 2.5
	Villa 2 2號別墅	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Villa 3 3號別墅	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Villa 5 5號別墅	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Villa 6 6號別墅	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Villa 7 7號別墅	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Villa 8 8號別墅	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Villa 9 9號別墅	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Villa 10 10號別墅	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Villa 11 11號別墅	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Villa 12 12號別墅	UB/F 高層地庫	2	5.0 x 2.5	12.5

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

Location, number, dimensions and area of residential parking spaces at carport of houses and villas  
洋房及別墅的車庫的住宅停車位的位置、數目、尺寸及面積：

House Number 屋號	Location 位置	Number 數目	Dimensions (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)	
Jasmine Avenue	House 1 1號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 2 2號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 3 3號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 5 5號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 6 6號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 7 7號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 8 8號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 9 9號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 10 10號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 11 11號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Jasmine Avenue	Villa 1 1號別墅	UB/F 高層地庫	2	5.0 x 2.5
Villa 2 2號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Villa 3 3號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Villa 5 5號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Villa 6 6號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Villa 7 7號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Villa 8 8號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Villa 9 9號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Villa 10 10號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Villa 11 11號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Villa 12 12號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5

Location, number, dimensions and area of residential parking spaces at carport of houses and villas  
 洋房及別墅的車庫的住宅停車位的位置、數目、尺寸及面積：

House Number 屋號	Location 位置	Number 數目	Dimensions (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)	
Violet Avenue	House 1 1號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 2 2號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 3 3號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 5 5號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 6 6號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 7 7號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 8 8號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 9 9號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 10 10號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	Violet Avenue	Villa 1 1號別墅	UB/F 高層地庫	2	5.0 x 2.5
Villa 2 2號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Villa 3 3號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Villa 5 5號別墅		UB/F 高層地庫	2	5.0 x 2.5	12.5
Plumeria Avenue	House 1 1號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 2 2號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 3 3號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5
	House 5 5號洋房	UB/F 高層地庫	2	5.0 x 2.5	12.5

## SUMMARY OF THE PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

### 臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (“preliminary agreement”);
  2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
  3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement —
    - (i) the preliminary agreement is terminated;
    - (ii) the preliminary deposit is forfeited; and
    - (iii) the owner does not have any further claim against the purchaser for the failure.
1. 在簽署臨時買賣合約（該“臨時合約”）時須支付款額為5%的臨時訂金；
  2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有；
  3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—
    - (i) 該臨時合約即告終止；
    - (ii) 有關的臨時訂金即予沒收；及
    - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

### A. Summary of the provisions of the deed of mutual covenant that deal with the common parts of the Phase

**“Common Areas and Facilities”** means:-

- (a) the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential House Common Areas and Facilities, the Carpark Common Areas and Facilities; and
- (b) such other areas and facilities of and in the Land and the Development as are now or may from time to time be designated as Common Areas and Facilities in accordance with the deed of mutual covenant (“DMC”).

**“Development Common Areas and Facilities”** means:-

- (a) caretakers’ offices, caretakers’ quarter, carpark lift lobbies, covers of covered walkway (in so far as the covers do not form part of the Residential Tower Common Areas and Facilities), covered walkway (in so far as they do not form part of the Residential Common Areas and Facilities), the Drainage Reserve, driveway, electricity room, emergency generator rooms, extra low voltage room, fire service control room, fire service water tank, flat roofs (not forming part of any Unit), fuel tank rooms, the Greenery Areas (in so far as they do not form part of the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities and the Residential Houses Common Areas and Facilities), guard room, high voltage riser room, lawn, lifts, low voltage switch rooms, master water meter room, owners’ committee office, pipe ducts, potable/flushing water tank and pump room, radiator room, refuse storage and material recovery chamber, riser ducts, road, the Slope Structures, sprinkler and fire services water tank and pump room, sprinkler water tank, staircases, street fire hydrant water tank, street fire hydrant water tank and pump room, telecommunications and broadcasting equipment room, toilets, transformer rooms, water meter cabinets, water pump room, the Waterworks Reserve Areas; and
- (b) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole

which for the purposes of identification only are shown coloured Green, Green Stippled Black and Green Cross-hatched Black Stippled Black on the plans annexed to the DMC,

PROVIDED THAT where appropriate, if (i) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (ii) any parts specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities,

but shall exclude the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential House Common Areas and Facilities and the Carpark Common Areas and Facilities.

**“Residential Common Areas and Facilities”** means:-

- (a) the Bicycle Parking Spaces, cable duct, carpark lift lobbies, cable duct rooms, the Club House, covered landscape, covered walkway, electrical and mechanical service corridor, filtration plant rooms, flat roof (not forming part of any Unit), the Greenery Areas (in so far as they form part of the Residential Common Areas and Facilities), landscape areas, lawn, lifts, lift lobby, outdoor variable refrigerant volume air-conditioning units, the Recreational Facilities, planters, staircase, tree pits, the Visitors’ Parking Spaces; and
- (b) such areas and facilities of and in the Land and the Development intended for the common use and benefit of the Residential Accommodation as a whole

which for the purposes of identification only are shown coloured Brown on the plans annexed to the DMC,

PROVIDED THAT where appropriate, if (i) any parts of the Residential Accommodation covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (ii) any parts specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities

but shall exclude the Development Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential

House Common Areas and Facilities and the Carpark Common Areas and Facilities.

**“Residential Tower Common Areas and Facilities”** means:-

- (a) A/C platforms, areas for gondola, architectural features, carpark lift lobbies, covers of balconies, covers of utility platforms, covers of covered walkway (in so far as the covers form part of the Residential Tower Common Areas and Facilities), curtain walls (excluding windows forming part of the Residential Units), fire services inlet, electricity rooms, electricity meter rooms, entrance lobbies, exhaust air ducts, external walls, fan rooms, fence walls, fire service pump rooms, fire service/sprinkler pump rooms, fire service water tanks, flushing water tanks, the Greenery Areas (in so far as they form part of the Residential Tower Common Areas and Facilities), hose reels, inaccessible flat roofs, lifts, lift lobbies, lift shafts, parapet walls, pipe ducts, pipe wells, potable and flushing water tank and pump rooms, potable/flushing water pump rooms, flushing water tanks, potable water tanks, refuse storage and material recovery rooms, the Residential Tower Loading and Unloading Bays, roofs, roof parapet, sprinkler pump rooms, sprinkler water tanks, staircases, temporary refuge space, water meter cabinets; and
- (b) such areas and facilities of and in the Land and the Development intended for the common use and benefit of the Residential Towers as a whole

which for the purposes of identification only are shown coloured Indigo and Green Dotted Lines on the plans annexed to the DMC,

PROVIDED THAT where appropriate, if (i) any parts of the Residential Towers covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (ii) any parts specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Tower Common Areas and Facilities

but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential House Common Areas and Facilities and the Carpark Common Areas and Facilities.

**“Residential House Common Areas and Facilities”** means:-

- (a) avenue serving the Houses, driveway, the Greenery Areas (in so far as they form part of the Residential House Common Areas and Facilities), hose reels, landscape paths, landscape areas, pipe ducts, planters, staircase, water meter cabinets, water meter rooms; and
- (b) such areas and facilities provided in the Land and the Development intended for the common use and benefit of the Houses as a whole

which for the purposes of identification only are shown coloured Violet on the plans annexed to the DMC,

but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities and the Carpark Common Areas and Facilities.

**“Carpark Common Areas and Facilities”** means:-

- (a) the whole of the Carpark (except the Parking Spaces and the Visitors’ Parking Spaces); and
- (b) air duct, avenue, driveway, electric meter room, electric vehicle charging facilities, electrical room, exhaust air ducts, fan rooms, fire services inlet, hose reels, ramp, staircase, water meter cabinet, such areas and facilities of and in the Land and the Development for the common use and benefit of the Carpark as a whole

which for the purposes of identification only are shown coloured Yellow on the plans annexed to the DMC,

PROVIDED THAT where appropriate, if (i) any parts of the Carpark covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or (ii) any parts specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas and Facilities,

but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities and the Residential House Common Areas and Facilities.

# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

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

#### Camellia Avenue

House Number	Number of Undivided Shares
House 1	6471
House 2	5301
House 3	5221
House 5	5223
House 6	5220
House 7	5216
House 8	5297
House 9	6339

Note: House 4 is omitted.

#### Lily Avenue

House Number	Number of Undivided Shares
House 1	6310
House 2	5913
House 3	5578
House 5	5317
House 6	5257
House 7	5259
House 8	5261
House 9	5264
House 10	5321
House 11	7535
Villa 1	4269
Villa 2	4232
Villa 3	4232
Villa 5	4231
Villa 6	4225
Villa 7	4216
Villa 8	4216
Villa 9	4216
Villa 10	4216
Villa 11	4216
Villa 12	4275

Note: House 4 & Villa 4 are omitted.

#### Jasmine Avenue

House Number	Number of Undivided Shares
House 1	7424
House 2	6095
House 3	6099
House 5	4300
House 6	4249
House 7	4249
House 8	4249
House 9	4254
House 10	4262
House 11	4405
Villa 1	4331
Villa 2	4223
Villa 3	4223
Villa 5	4223
Villa 6	4223
Villa 7	4223
Villa 8	4223
Villa 9	4223
Villa 10	4223
Villa 11	4223
Villa 12	4267

Note: House 4 & Villa 4 are omitted.

#### Violet Avenue

House Number	Number of Undivided Shares
House 1	7655
House 2	5722
House 3	5652
House 5	5736
House 6	5646
House 7	5551
House 8	5557
House 9	5669
House 10	7734
Villa 1	4270
Villa 2	4233
Villa 3	4203
Villa 5	4305

Note: House 4 & Villa 4 are omitted.

#### Plumeria Avenue

House Number	Number of Undivided Shares
House 1	6039
House 2	5535
House 3	5487
House 5	6080

Note: House 4 is omitted.

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

Royal Elite Service Company Limited will be appointed the manager of the Phase initially for a term of not exceeding 2 years commencing on the date of the DMC and to be continued thereafter until terminated in accordance with the DMC.

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

Each Owner of a Residential Unit shall contribute towards the management expenses (which shall be based on the budget prepared by the Manager) of the Phase in such manner, amount and proportion as provided in the DMC by reference to the Management Shares allocated to his Residential Unit and the principles provided in the DMC.

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

The amount of management fee deposit shall be a sum equal to 2/12th of the first year's budgeted Management Expenses payable in respect of a Unit.

F. Summary of the provisions of the deed of mutual covenant that deal with the area (if any) retained by the owner for that owner's own use

Not applicable.

Note:

For full details, please refer to the draft DMC which is free for inspection during opening hours at the sales office. Full script of the draft DMC is available for inspection upon request and copies of the draft DMC can be obtained upon paying necessary photocopying charges.



# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

### A. 處理期數的公用部份的公契條文的摘要

#### 「公用地方與設施」指：-

- (a) 「發展項目公用地方與設施」、「住宅公用地方與設施」、「住宅大廈公用地方與設施」、「住宅獨立屋公用地方與設施」、「停車場公用地方與設施」；及
- (b) 「該土地」及「發展項目」內現已或將來不時根據公契劃為「公用地方與設施」的其他地方及設施。

#### 「發展項目公用地方與設施」指：-

- (a) 管理員辦事處、管理員宿舍、停車場電梯大堂、有蓋行人走道上蓋(只要是不附屬於「住宅大廈公用地方與設施」一部份)、有蓋行人走道(只要是不附屬於「住宅公用地方與設施」)、渠務專用範圍、行車道、電力房、緊急發電機房、超低壓電力房、消防控制室、消防水缸、平台(不附屬於任何「單位」)、燃料缸房、「綠化範圍」(只要是不附屬於「住宅公用地方與設施」、「住宅大廈公用地方與設施」及「住宅獨立屋公用地方與設施」一部份)、保安護衛室、高壓電纜豎管房、草坪、電梯、低壓電掣房、總水錶房、業主委員會辦事處、水管槽、食水/沖廁水缸及泵房、散熱器房、垃圾儲存及物料回收房、電纜豎管槽、道路、「斜坡結構」、花灑及消防水缸及泵房、花灑水缸、樓梯、街道消防栓水缸、街道消防栓水缸及泵房、電訊及廣播設備室、廁所、變壓器房、水錶櫃、水泵房、「水務設施專用範圍」；及
- (b) 「該土地」及「發展項目」內擬供「發展項目」整體公用與共享的地方及設施，

於公契所夾附的圖則以綠色、綠色加黑點和綠色間黑交叉線加黑點顯示，以資識別，

但(如適用)，如(i)「發展項目」任何部份符合《建築物管理條例》第2條中「公用部份」第(a)段的釋義及/或(ii)「發展項目」任何部份乃《建築物管理條例》附表1訂明而符合《建築物管理條例》第2條中「公用部份」第(b)段的釋義，該等部份應視作已經納入並組成「發展項目公用地方與設施」的一部份，

但不包括「住宅公用地方與設施」、「住宅大廈公用地方與設施」、「住宅獨立屋公用地方與設施」及「停車場公用地方與設施」。

#### 「住宅公用地方與設施」指：-

- (a) 「單車停車位」、電纜槽、停車場電梯大堂、電纜槽房、「會所」、有蓋園景區、有蓋行人走道、機電服務設施走廊、濾水裝置機房、平台(不附屬於任何「單位」)、「綠化範圍」(只要是附屬於「住宅公用地方與設施」一部份)、園景區、草坪、電梯、電梯大堂、室外可變製冷流量冷氣機組、「康樂設施」、花槽、樓梯、樹坑、「訪客停車位」；及
- (b) 「該土地」及「發展項目」內擬供「住宅樓宇」整體公用與共享的地方及設施，

於公契所夾附的圖則以棕色顯示，以資識別，

但(如適用)，如(i)「住宅樓宇」任何部份符合《建築物管理條例》第2條中「公用部份」第(a)段的釋義及/或(ii)「住宅樓宇」任何部份乃《建築物管理條例》附表1訂明而符合《建築物管理條例》第2條中「公用部份」第(b)段的釋義，該等部份應視作已經納入並組成「住宅公用地方與設施」的一部份，

但不包括「發展項目公用地方與設施」、「住宅大廈公用地方與設施」、「住宅獨立屋公用地方與設施」及「停車場公用地方與設施」。

#### 「住宅大廈公用地方與設施」指：-

- (a) 冷氣平台、吊船地方、建築特色、停車場電梯大堂、露台上蓋、工作平台上蓋、有蓋行人走道上蓋(只要是附屬於「住宅大廈公用地方與設施」一部份)、幕牆(不包括附屬於「住宅單位」的窗戶)、消防入水掣、電氣房、電錶房、入口大堂、排氣槽、外牆、風機房、圍牆、消防泵房、消防/花灑泵房、消防水缸、沖廁水缸、「綠化範圍」(只要是附屬於「住宅大廈公用地方與設施」一部份)、喉轆、不可通達平台、電梯、電梯大堂、電梯井、矮牆、水管槽、水管井、食水及沖廁水缸和泵房、食水及沖廁水泵房、沖廁水缸、食水缸、垃圾儲存及物料回收房、「住宅大廈上落客貨停車彎」、天台、天台矮牆、花灑泵房、花灑水缸、樓梯、臨時庇護處、水錶櫃；及
- (b) 「該土地」及「發展項目」內擬供「住宅大廈」整體公用與共享的地方及設施，

於公契所夾附的圖則以靛藍色及綠色虛線顯示，以資識別，

但(如適用)，如(i)「住宅大廈」任何部份符合《建築物管理條例》第2條中「公用部份」第(a)段的釋義及/或(ii)「住宅大廈」任何部份乃《建築物管理條例》附表1訂明而符合《建築物管理條例》第2條中「公用部份」第(b)段的釋義，該等部份應視作已經納入並組成「住宅大廈公用地

方與設施」的一部份，

但不包括「發展項目公用地方與設施」、「住宅公用地方與設施」、「住宅獨立屋公用地方與設施」及「停車場公用地方與設施」。

#### 「住宅獨立屋公用地方與設施」指：-

- (a) 專為「獨立屋」而設的大道、行車道、「綠化範圍」(只要是附屬於「住宅獨立屋公用地方與設施」一部份)、喉轆、園景徑、園景區、水管槽、花槽、樓梯、水錶櫃、水錶房；及
- (b) 「該土地」及「發展項目」內擬供「獨立屋」整體公用與共享的地方及設施，

於公契所夾附的圖則以紫色顯示，以資識別，

但不包括「發展項目公用地方與設施」、「住宅公用地方與設施」、「住宅大廈公用地方與設施」及「停車場公用地方與設施」。

#### 「停車場公用地方與設施」指：-

- (a) 「停車場」所有範圍(「停車位」及「訪客停車位」除外)；及
- (b) 通風槽、大道、行車道、電錶房、電動車充電設施、電氣房、排氣槽、風機房、消防入水掣、喉轆、斜路、樓梯、水錶櫃，以及「該土地」及「發展項目」內供「停車場」整體公用與共享的地方及設施，

於公契所夾附的圖則以黃色顯示，以資識別，

但(如適用)，如(i)「停車場」任何部份符合《建築物管理條例》第2條中「公用部份」第(a)段的釋義及/或(ii)「停車場」任何部份乃《建築物管理條例》附表1訂明而符合《建築物管理條例》第2條中「公用部份」第(b)段的釋義，該等部份應視作已經納入並組成「停車場公用地方與設施」的一部份，

但不包括「發展項目公用地方與設施」、「住宅公用地方與設施」、「住宅大廈公用地方與設施」及「住宅獨立屋公用地方與設施」。

B. 分配予期數中的每個住宅物的不分割份數的數目

Camellia Avenue

門牌號數	不分割份數
1號洋房	6471
2號洋房	5301
3號洋房	5221
5號洋房	5223
6號洋房	5220
7號洋房	5216
8號洋房	5297
9號洋房	6339

備註: 不設4號洋房

Lily Avenue

門牌號數	不分割份數
1號洋房	6310
2號洋房	5913
3號洋房	5578
5號洋房	5317
6號洋房	5257
7號洋房	5259
8號洋房	5261
9號洋房	5264
10號洋房	5321
11號洋房	7535
1號別墅	4269
2號別墅	4232
3號別墅	4232
5號別墅	4231
6號別墅	4225
7號別墅	4216
8號別墅	4216
9號別墅	4216
10號別墅	4216
11號別墅	4216
12號別墅	4275

備註: 不設4號洋房及4號別墅

Jasmine Avenue

門牌號數	不分割份數
1號洋房	7424
2號洋房	6095
3號洋房	6099
5號洋房	4300
6號洋房	4249
7號洋房	4249
8號洋房	4249
9號洋房	4254
10號洋房	4262
11號洋房	4405
1號別墅	4331
2號別墅	4223
3號別墅	4223
5號別墅	4223
6號別墅	4223
7號別墅	4223
8號別墅	4223
9號別墅	4223
10號別墅	4223
11號別墅	4223
12號別墅	4267

備註: 不設4號洋房及4號別墅

Violet Avenue

門牌號數	不分割份數
1號洋房	7655
2號洋房	5722
3號洋房	5652
5號洋房	5736
6號洋房	5646
7號洋房	5551
8號洋房	5557
9號洋房	5669
10號洋房	7734
1號別墅	4270
2號別墅	4233
3號別墅	4203
5號別墅	4305

備註: 不設4號洋房及4號別墅

Plumeria Avenue

門牌號數	不分割份數
1號洋房	6039
2號洋房	5535
3號洋房	5487
5號洋房	6080

備註: 不設4號洋房

# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

### C. 有關期數的管理人的委任年期

帝譽服務有限公司獲委任為期數的管理人，首次任期為由公契的日期起計兩年，並於期滿後獲繼續任職直至根據公契條款終止為止。

### D. 管理開支按甚麼基準在期數中的住宅物業的擁有人之間分擔

每名住宅物業的擁有人應根據分配予其住宅物業的管理份數，按照公契訂明的準則，以公契規定的方式、金額和比例分擔期數的管理開支（根據管理人所編製的預算案所計算）。

### E. 計算管理費按金的基準

管理費按金相當於單位應付第一年預算管理開支之十二份之二。

### F. 處理擁有人在期數中保留作自用的範圍（如有的話）的公契條文的摘要

不適用。

#### 備註：

請查閱公契擬稿以了解全部詳情。完整的公契擬稿現存於售樓處，於開放時間可供免費查閱，並可在支付所需影印費後取得公契擬稿之複印本。

# SUMMARY OF LAND GRANT

## 批地文件的摘要

1. The Phase is situated on Sha Tin Town Lot No. 581 (the “**Lot**”).
2. The Lot was granted under an Agreement and Conditions of Sale dated 23 April 2014 deposited in the Land Registry as New Grant No. 21801 (the “**Land Grant**”) for a term of 50 years commencing on 23 April 2014.
3. **User**  
Special Condition No. (3) of the Land Grant stipulates that:-  
“(3) The Lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.”
4. **Building Covenant**  
Special Condition No. (2) of the Land Grant stipulates that:-  
“(2) The Purchaser shall develop the Lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December 2019.”
5. **Indemnity by Purchaser**  
General Condition No. 5(c) of the Land Grant stipulates that:-  
“5. (c) The Purchaser hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the Lot where such damage or soil and groundwater contamination has, in the opinion of the Director of Lands (hereinafter referred to as “the Director”, and whose opinion shall be final and binding upon the Purchaser), arisen out of any use of the Lot, or any development or redevelopment of the Lot or part thereof or out of any activities carried out on the Lot or out of any other works carried out thereon by the Purchaser whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.”
6. **Maintenance**  
General Condition No. 7 of the Land Grant stipulates that:-  
“7. (a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
  - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto;
  - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

(b) In the event of the demolition at any time during the tenancy of any building then standing on the Lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the Lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.”
7. **Recreational facilities**  
Special Condition No. (6) of the Land Grant stipulates that:-  
“6. (a) The Purchaser may erect, construct and provide within the Lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as “**the Facilities**”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.  
  
(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (4)(c) hereof, subject to Special Condition No. (38)(d) hereof, any part of the Facilities provided within the Lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the Lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as “**the Exempted Facilities**”):
  - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (14)(a)(v) hereof;
  - (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
  - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the Lot and their bona fide visitors and by no other person or persons.”
8. **Preservation of trees**  
Special Condition No.(7) of the Land Grant stipulates that:-  
“(7) No tree growing on the Lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.”
9. **Landscape master plan**  
Special Condition No.(8) of the Land Grant stipulates that:-  
“(8) (a) The Purchaser shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the Lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition. Without prejudice to the restrictions set out in Special Condition No. (35) hereof, no site formation works shall be commenced on the Lot or any part thereof until the landscape master plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (7) hereof.  
  
(b)(i) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director may require.  
  
(ii) Not less than 30% of the area of the Lot shall be planted with trees, shrubs or other plants.  
  
(iii) Not less than 50% of the 30% referred to in sub-clause (b)(ii) of this Special Condition (hereinafter referred to as “the Greenery Area”) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the Lot.  
  
(iv) The decision of the Director on which landscaping works proposed by the Purchaser constitutes the 30% referred to in sub-clause (b)(ii) of this Special Condition shall be final and binding on the Purchaser.  
  
(v) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
  
- (c) The Purchaser shall at his own expense landscape the Lot in accordance with the approved landscape master plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director.  
  
(d) The Purchaser shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

# SUMMARY OF LAND GRANT

## 批地文件的摘要

(e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (14)(a)(v) hereof.”

### 10. Residential parking spaces

Special Condition No. (17) of the Land Grant stipulates that:-

“(17)(a)(i) Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees (hereinafter referred to as “**the Residential Parking Spaces**”) at the following rates:

(I) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences) are provided within the Lot, at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the Lot as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 15.7 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 9.4 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.7 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 1.9 residential units or part thereof
Not less than 160 square metres but less than 200 square metres	One space for every 1 residential unit
Not less than 200 square metres	1.5 spaces for every 1 residential unit

(II) where a detached, semi-detached or terraced house or houses which is or are intended for use as a single family residence or single family residences are provided within the Lot, at the rates of:

(A) one space for each such house where its gross floor area is less than 160 square metres and 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(A) is a decimal number, the same shall be rounded up to the next whole number; and

(B) two spaces for each such house where its gross floor area is not less than 220 square metres.

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

(ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the spaces to be provided shall be the aggregate of the respective number of spaces calculated by reference to the respective size of each residential unit set out in the table in sub-clause (a)(i)(I) of this Special Condition, provided that if the total number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number. For the purpose of these Conditions, the term “size of each residential unit” in terms of gross floor area shall mean the sum of (I) and (II) below:

(I) the gross floor area in respect of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (4)(c) hereof; and

(II) the pro-rata gross floor area of the Residential Common Area

(as hereinafter defined) in respect of a residential unit and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the Lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of the gross floor area stipulated in Special Condition No. (4)(c) hereof (which residential common area is hereinafter referred to as “**the Residential Common Area**”) shall be apportioned to a residential unit by the following formula:

$$\frac{\text{The total gross floor area of the Residential Common Area}}{\text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}} \times \frac{\text{The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition}}{\text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}}$$

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the Lot shall be provided at the following rates or at such other rates as may be approved by the Director:

(I) five spaces for every block of residential units erected or to be erected on the Lot which contains more than 75 residential units (hereinafter referred to as “block of more than 75 residential units”); and

(II) one space for every 25 residential units (excluding the residential units in any block of more than 75 residential units) or part thereof in the building or buildings erected or to be erected on the Lot subject to a minimum of two spaces being provided.

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

(iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be adjusted pursuant to Special Condition No. (20) hereof) shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i) and (a)(iii) of this Special Condition and, in particular, the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(b)(i) Out of the spaces provided under sub-clauses (a)(i)(I), (a)(i)(II) and (a)(iii) of this Special Condition (as may be adjusted pursuant to Special Condition No. (20) hereof), the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as “**the Parking Spaces for the Disabled Persons**”) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be adjusted pursuant to Special Condition No. (20) hereof) and that the Purchaser shall not designate or reserve all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be adjusted pursuant to Special Condition No. (20) hereof) to become the Parking Spaces for the Disabled Persons.

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

(c)(i) Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees (hereinafter referred to as “**the Motor Cycle Parking Spaces**”) at a rate of 10 percent of the total number of spaces required to be provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be

adjusted pursuant to Special Condition No. (20) hereof) unless the Director consents to another rate. If the number of spaces to be provided under this sub-clause (c)(i) is a decimal number, the same shall be rounded up to the next whole number.

- (ii) The Motor Cycle Parking Spaces (as may be adjusted pursuant to Special Condition No. (20) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d)(i) Except the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i)(I), (a)(i)(II) and (a)(iii) (as may be adjusted pursuant to Special Condition No. (20) hereof) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) The dimensions of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the Motor Cycle Parking Spaces (as may be adjusted pursuant to Special Condition No. (20) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director."

#### 11. Loading and unloading requirements

Special Condition No. (18) of the Land Grant stipulates that:-

- "(18)(a) Spaces shall be provided within the Lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the Lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the Lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this sub-clause (a), detached, semi-detached and terraced houses which are intended for use as single family residences shall not be regarded as a block of residential units. The decision of the Director as to whether each such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the Lot."

#### 12. Bicycle parking spaces

Special Condition No. (19) of the Land Grant stipulates that:-

- "(19)(a) Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees at a rate of one space for every 10 residential units or part thereof where the size of each residential unit being less than 70 square metres or at such other rates as may be approved by the Director.
- (b) For the purpose of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to whether each such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (c) The spaces provided under this Special Condition shall not be used for any purpose other than that set out in this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services."

#### 13. Restriction an alienation of Residential Parking Spaces and Motor Cycle Parking Spaces

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

- "(22)(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Spaces

shall not be:

- (i) assigned except
  - (I) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
  - (II) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot.

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

#### 14. Non-exclusive right of way

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

- "(26)(a) The Lot is granted together with a right for the Purchaser and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby agreed to be granted for all lawful purposes connected with the proper use and enjoyment of the Lot to pass and repass, on, along, over, by and through the area shown coloured brown on the plan annexed hereto (hereinafter referred to as "**the Brown Area**") at such levels as may be approved by the Director.
- (b) The Purchaser shall, on or before the 31st day of December 2019 or within such other time limit as may be specified by the Director, at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with the associated street furnitures, traffic aids, street lighting, sewers, drains and other structures on the Brown Area over and along which a right of way referred to in sub-clause (a) of this Special Condition is given with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (c) The Purchaser shall at his own expense uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Purchaser shall be responsible for the whole as if he were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion or the whole of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim whatsoever by the Purchaser who shall at his own expense carry out all consequent alterations to the paved way constructed by him to the satisfaction of the Director.
- (e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Purchaser the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Purchaser or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (f) In the event of the non-fulfilment of the Purchaser's obligations under sub-clauses (b) and (c) of this Special Condition, the Government may carry out the necessary construction, maintenance and repair works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.
- (g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Purchaser, not less than fourteen days' written notice (save in case of emergency) to lay, install, relay, divert, remove, re-provision, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as "**the services**") which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damage caused thereby, and the Director, his officers, contractors and any other

# SUMMARY OF LAND GRANT

## 批地文件的摘要

persons authorised by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Purchaser shall not disturb or allow anybody to disturb the services without prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorised by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise of the rights conferred under this sub-clause (g), and no claim nor objection whatsoever shall be made against him or them by the Purchaser.”

### 15. Cutting away

Special Condition No. (28) of the Land Grant stipulates that:-

“(28)(a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government’s rights under these Conditions, in particular Special Condition No. (27) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

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

### 16. No rock crushing

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

“(29) No rock crushing plant shall be permitted on the Lot without the prior written approval of the Director.”

### 17. Anchor maintenance

Special Condition No. (30) of the Land Grant stipulates that:-

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

### 18. Construction of drains and channels and connecting drains and sewers

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

“(33)(a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Purchaser shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage, injury, loss, disturbance or nuisance caused by such storm-water or rain-water.

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

### 19. Drainage reserve

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

“(34)(a)(i) No structure or support for any structure shall be erected within the area of the drainage reserve shown coloured pink cross-hatched black stippled black and marked “D.R. & W.W.R.” on the plan annexed hereto (hereinafter referred to as “**the Pink Cross-hatched Black Stippled Black Area**”).

(ii) Notwithstanding sub-clause (a)(i) of this Special Condition, with the prior written consent of the Director and subject to such terms and conditions as he may impose, the Purchaser may erect or permit to be erected on the Pink Cross-hatched Black Stippled Black Area a minor structure or structures provided that if and when required by the Director, the Purchaser shall at his own expense, within the period specified by and in all respects to the satisfaction of the Director, remove or demolish such structure or structures and reinstate the Pink Cross-hatched Black Stippled Black Area. If the Purchaser fails to carry out such removal, demolition or reinstatement works within the period specified or as required in an emergency, the Director may carry out such works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works.

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

- (c) Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Government and the authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise by the authorized persons of the right of unrestricted ingress, egress and regress and in laying, inspecting, repairing and maintaining the Utilities conferred under sub-clause (b) of this Special Condition and no claim whatsoever shall be made against the Government, the Director or the authorized persons by the Purchaser in respect of any such loss, damage, nuisance or disturbance.”

## 20. **Waterworks reserve areas**

Special Condition No. (35) of the Land Grant stipulates that:-

- “(35)(a) The Purchaser acknowledges that there are existing 200-millimetre Government fresh water mains and 150-millimetre Government salt water mains (which said fresh water mains and salt water mains are hereinafter collectively referred to as “**the Water mains**”) passing along, through, over, upon, under and in the Pink Cross-hatched Black Stippled Black Area and the area shown coloured pink stippled black and marked “W.W.R.” on the plan annexed hereto (which said pink stippled black area and the Pink Cross-hatched Black Stippled Black Area are hereinafter collectively referred to as “**the Waterworks Reserve Areas**”), the approximate location of the Water mains is shown, for the purpose of identification only, and marked “Existing Fresh Water Mains” and “Existing Salt Water Mains” by blue and red lines on the plan annexed hereto. No development of the Lot or any part thereof which requires resiting of the Water mains will be allowed.
- (b) Prior to the commencement of any site formation works within the Waterworks Reserve Areas, the Purchaser shall submit to the Director of Water Supplies for his approval details of all proposed site formation works within the Waterworks Reserve Areas. No site formation works shall be commenced within the Waterworks Reserve Areas or any part thereof until the proposed site formation works have been approved in writing by the Director of Water Supplies.
- (c) No structures shall be built or materials stored within the Waterworks Reserve Areas.
- (d) No trees or shrubs with penetrating roots may be planted within the Waterworks Reserve Areas. No change of existing site condition may be undertaken within the Waterworks Reserve Areas without the prior written agreement of the Director of Water Supplies. Rigid root barriers may be required if the clear distance between the proposed tree and the Water mains is 2.5 metres or less, and the barrier must extend below the invert level of the pipe.
- (e) Within the Waterworks Reserve Areas, no planting or obstruction of any kind except turfing shall be permitted within the space of 1.5 metres around the cover of any valve or within a distance of one metre from any hydrant outlet.
- (f) No tree shall be planted within the Waterworks Reserve Area without the prior written approval of the Director of Water Supplies.”

## 21. **No grave or columbarium permitted**

Special Condition No. (39) of the Land Grant stipulates that:-

- “(39) No grave or columbarium shall be erected or made on the Lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.”

Note:

For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.



# SUMMARY OF LAND GRANT

## 批地文件的摘要

1. 「期數」位於沙田市地段第581號(「該地段」)。
2. 「該地段」乃根據2014年4月23日訂立並在土地註冊處註冊為《新批地文件》第21801號之《賣地協議及條件》(「**批地文件**」)批出,批出年期為由2014年4月23日起計50年。

### 3. 用途

「批地文件」特別條款第(3)條訂明:

「(3) 「該地段」或其任何部份或現已或將會建於「該地段」的任何建築物或任何建築物部份,除作私人住宅外,不得作任何其他用途。」

### 4. 建築契諾

「批地文件」特別條款第(2)條訂明:

「(2) 「買方」應發展「該地段」,全面遵照此等「條款」和於任何時間在香港生效的所有有關建築、衛生及規劃「條例」、附例和規例,在該地段上建造一座或多座建築物,並於2019年12月31日或之前竣工且可以入伙。」

### 5. 「買方」賠償

「批地文件」一般條款第5(c)條訂明:

「5. (c) 倘因「買方」違反此等「條款」又或毗連或毗鄰土地或「該地段」受損或出現泥土及地下水污染,而地政總署署長(以下簡稱「署長」)認為(其意見將為終論並對「買方」具有約束力)有關損害或泥土及地下水污染乃因「買方」使用「該地段」或該「該地段」的任何發展項目或重建項目或其任何部份又或「買方」在「該地段」進行任何活動或執行任何工程所致,則不論「買方」使用「該地段」、發展或重建、進行活動或執行工程是否遵從或違反此等「條款」,「買方」現承諾就任何由此招致或產生的訴訟、法律程序、責任、申索、費用、開支、損失(不論屬經濟或其他性質)及索償向「政府」作出彌償並確保其被彌償。」

### 6. 維修

「批地文件」一般條款第7條訂明:

「7. (a) 「買方」應在整個批租期內遵照此等「條款」進行建造或重建工程(本詞指本一般條款(b)款所述的重建工程):

- (i) 依照經核准的設計及規劃和任何核准建築圖則(不得作任何更改或修改)維修所有建築物;
- (ii) 維修現已或此後將會按照此等「條款」或日後任何合法修訂條文建造的所有建築物,使其修繕妥當及狀況良好,並且在批租期屆滿或提前終止時以同等的維修狀態交還此等建築物。

(b) 如在批租期內任何時間拆卸建於「該地段」或其任何部份的現有建築物,「買方」必須另建良好堅固的一座或多座同類型建築物而總樓面面積不少於現有建築物或有關類型和價值經「署長」批核的一座或多座建築物作替代。倘如上所述拆卸建築物,「買方」應在拆卸前一(1)個曆月內向「署長」申請同意在「該地段」進行重建工程。「買方」接獲同意書後,必須在三(3)個曆月內展開必要的重建工程,並在「署長」指定的期限內以「署長」滿意的方式完成重建。」

### 7. 康樂設施

「批地文件」特別條款第(6)條訂明:

「(6) (a) 「買方」可在「該地段」興建、建造及提供經「署長」書面批准的康樂設施和該處的附屬設施(以下簡稱「**設施**」)。「設施」的類型、大小、設計、高度和規劃事前必須提交「署長」申請書面批核

(b) 計算本文特別條款第(4)(c)條指定的總樓面面積時,受限於本文特別條款第(38)(d)條之規定,根據本特別條款(a)款在「該地段」興建的「設施」的任何部份如乃供現已或將會建於「該地段」的一座或多座住宅大廈住客和其真正訪客共同使用與享用,一律不會計算在內,而「署長」認為並非作此用途的其餘「設施」則會計算在內。

(c) 倘「設施」任何部份可豁免計入本特別條款(b)款所訂的總樓面面積(以下簡稱「**豁免設施**」):

- (i) 「豁免設施」須劃為本文特別條款第(14)(a)(v)條所訂的「公用地方」一部份;
- (ii) 「買方」應自費維修「豁免設施」,以保持其修繕妥當及狀況良好,同時妥善運作該「豁免設施」,以令「署長」滿意;及
- (iii) 「豁免設施」只可供現已或將會建於「該地段」的一座或多座住宅大廈住客和其真正訪客使用,其他人士或人等不可使用。」

### 8. 保護樹木

「批地文件」特別條款第(7)條訂明:

「(7) 除非事前獲「署長」書面同意(「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條件),不可移走或干預任何現於「該地段」或毗連土地生長的樹木。」

### 9. 園景設計總圖

「批地文件」特別條款第(8)條訂明:

「(8) (a) 「買方」應自費向「署長」提交園景設計總圖,列明擬遵照本特別條款(b)款規定在「該地段」提供園景工程的位置、規劃及布局,以供「署長」批核。在不損本文特別條款第(35)條訂明之限制規定下,任何土地平整工程不得在「該地段」或其任何部份展開,直至園景設計總圖已備妥並由「署長」書面批核,而關於本文特別條款第(7)條所訂保護樹木的園景建議亦獲得「署長」同意(如需要者)。」

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

(ii) 「該地段」須有不少於30%面積種植樹木、灌叢或其他植物。

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

(iv) 「署長」就「買方」所建議園景工程是否如本特別條款(b)(ii)款所載佔「該地段」30%面積所作的決定將為終論,並對「買方」有約束力。

(v) 「署長」可全權酌情接納「買方」建議取代種植樹木、灌叢或其他植物的其他非種植綠化特色。

(c) 「買方」應按照經批核的園景設計總圖,自費以「署長」全面滿意的方式在「該地段」進行園景工程,如非事前獲「署長」書面同意,不得對經批核的園景設計總圖作任何修改、更改、改動、改變或取代。

(d) 「買方」於其後應自費保養和維修園景工程,以維持其安全、清潔、整齊、整潔及健康狀態,全面令「署長」滿意。

(e) 根據本特別條款進行園景工程的地方須指定為並且組成本文特別條款第(14)(a)(v)條所載的「公用地方」的一部份。」

### 10. 住宅停車位

「批地文件」特別條款第(17)條訂明:

「(17) (a) (i) 「該地段」內應提供「署長」滿意的車位,以供停泊根據《道路交通條例》、其任何附屬規例及任何相關修訂法例持牌而屬於現已或將會建於「該地段」的一座或多座建築物的住客及其真正住客、訪客或來賓的車輛(以下簡稱「**住宅停車位**」),配置比率如下:

- (i) 如「該地段」範圍內建有一座或多座住宅單位大廈(提供單一家庭作住所的一座或多座獨立屋、半獨立屋或排屋除外),應根據下表所列現已或將會建於「該地段」各住宅單位的大小計算,除非「署長」同意有別於下表所列的其他配置比率則屬例外:

每個住宅單位的大小	擬提供住宅停車位數額
少於40平方米	每15.7個住宅單位或不足此數1個車位
不少於40平方米但少於70平方米	每9.4個住宅單位或不足此數1個車位
不少於70平方米但少於100平方米	每3.7個住宅單位或不足此數1個車位
不少於100平方米但少於160平方米	每1.9個住宅單位或不足此數1個車位
不少於160平方米但少於200平方米	每1個住宅單位1個車位
不少於200平方米	每1個住宅單位1.5個車位

(ii) 而「該地段」範圍內現已或擬供單一家庭作住所的一座或多座獨立屋、半獨立屋或排屋,配置比率如下計算:

- (A) 每座總樓面面積為少於160平方米的洋房配置1個車位;每座總樓面面積為不少於160平方米但少於220平方米的洋房配置1.5個車位。如應根據本(a)(i)(II)(A)款配置的車位數目為小數位數,則向上進位至下一個整數;及
- (B) 每座總樓面面積為不少於220平方米的洋房配置2個車位。

就本(a)(i)款而言,「署長」就何謂獨立屋、半獨立屋或排屋和每座此等洋房是否擬供單一家庭作住所作出的決定將為終論並對「買方」有約束力。

(ii) 就本特別條款(a)(i)(I)款而言,必須配置的車位總數應為根據本特別條款(a)(i)(I)款中列表所載每個住宅單位面積分別計算的車位數額之總和。如應配置的車位總數為小數位數,則向上進位至下一個整數。就此等「條款」而言,關於

總樓面面積的「每個住宅單位的大小」一詞指以下(I)與(II)之和：

- (I) 每個由其住客專屬享用的住宅單位之總樓面面積，由該單位圍牆或矮牆外側開始量度，除非圍牆是分隔兩個毗連單位則例外（於該情況下應由該牆中央點開始量度），並要一併量度單位內的內部間隔牆及支柱，但為免存疑，不包括該單位內沒有列入計算本文特別條款第(4)(c)條訂明的總樓面面積的所有樓面面積；及
- (II) 個別住宅單位按比例分攤的「住宅公用地方」（按下文定義）總樓面面積，即計算每個住宅單位圍牆以外供現已或將會建於「該地段」的一座或多座建築物的住客公用與共享的住宅公用地方之總樓面面積，但為免存疑，不包括沒有列入計算本文特別條款第(4)(c)條訂明的總樓面面積的所有樓面面積（住宅公用地方以下簡稱「住宅公用地方」），然後依照下列程式按比例分攤予每個住宅單位：

$$\text{「住宅公用地方」總樓面面積} \times \frac{\text{依照本特別條款(a)(ii)(I)款計算有關住宅單位之總樓面面積}}{\text{依照本特別條款(a)(ii)(I)款計算所有住宅單位之總樓面面積}}$$

- (iii) 「該地段」內應按照下列比例或「署長」批准的其他比例額外設置車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何相關修訂法例持牌而屬於現已或將會建於「該地段」的一座或多座建築物住客之真正賓客、訪客或來賓的車輛：

- (I) 現已或將會建於「該地段」每座設有超過七十五(75)個住宅單位的住宅單位大廈（以下簡稱「超過75個住宅單位之大廈」）配置5個車位；及
- (II) 現已或將會建於「該地段」的一座或多座建築物中每25個住宅單位（不包括任何「超過75個住宅單位之大廈」的住宅單位）或不足此數配置1個車位，但最少須配置2個車位。

就本特別條款(a)(iii)款而言，擬供單一家庭作住所的獨立屋、半獨立屋或排屋不可視為一座住宅單位大廈。「署長」就何謂獨立屋、半獨立屋或排屋和每座此等洋房是否擬供單一家庭作住所作出的決定將為終局並對「買方」有約束力。

- (iv) 根據本特別條款(a)(i)及(a)(iii)款提供的車位（可遵照本文特別條款第(20)條規定調整）除作本特別條款(a)(i)及(a)(iii)款分別訂明的用途外，不可作任何其他用途，其中特別禁止在車位存放、陳列或展示車輛作汽車出售或其他用途或提供洗車和汽車美容服務。
- (b) (i) 「買方」應遵照建築事務監督的規定和批准，在根據本特別條款(a)(i)(I)、(a)(i)(II)及(a)(iii)款設置的車位（可遵照本文特別條款第(20)條規定調整）中，預留及劃出部份車位供《道路交通條例》、其任何附屬規例和任何相關修訂法例界定釋義的傷殘人士停泊車輛（此等預留及劃出的車位簡稱「傷殘人士停車位」）。根據本特別條款(a)(iii)款設置的車位（可遵照本文特別條款第(20)條規定調整）最少須預留及劃出一(1)個「傷殘人士停車位」，惟「買方」不得將所有根據本特別條款(a)(iii)款設置的車位（可遵照本文特別條款第(20)條規定調整）預留或劃為「傷殘人士停車位」。
- (ii) 「傷殘人士停車位」除供《道路交通條例》、其任何附屬規例和任何相關修訂法例界定釋義的傷殘人士停泊屬於現已或將會建於「該地段」的一座或多座建築物之住客及其真正賓客、訪客或來賓的車輛外，不可作任何其他用途，其中特別禁止在車位存放、陳列或展示車輛作汽車出售或其他用途或提供洗車和汽車美容服務。
- (c) (i) 「該地段」內應設置「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例和任何相關修訂法例持牌而屬於現已或將會建於「該地段」的一座或多座建築物之住客及其真正賓客、訪客或來賓的電單車（以下簡稱「電單車停車位」）。除非「署長」同意採用其他比例，否則配置比例為根據本特別條款(a)(i)及(a)(iii)款設置的車位總額（可遵照本文特別條款第(20)條規定調整）的百分之十（10%）。倘應根據本(c)(i)款配置的車位數目為小數位數，則上調至下一個整數。
- (ii) 「電單車停車位」（可遵照本文特別條款第(20)條規定調整）除作本特別條款(c)(i)款訂明的用途外，不可作任何其他用途，其中特別禁止在車位存放、陳列或展示車輛作招售等用途或提供洗車和汽車美容服務。
- (d) (i) 除「傷殘人士停車位」外，每個根據本特別條款(a)(i)(I)、(a)(i)(II)及(a)(iii)款提供的車位（可遵照本文特別條款第(20)條規定調整）必須為2.5米闊及5.0米長，最低淨空高度為2.4米。
- (ii) 每個「傷殘人士停車位」的大小將由建築事務監督指定及批准。
- (iii) 每個「電單車停車位」（可遵照本文特別條款第(20)條規

定調整）必須為1.0米闊及2.4米長，最低淨空高度為2.4米或「署長」批准的其他最低淨空高度。」

## 11. 上落貨規定

「批地文件」特別條款第(18)條訂明：

『(18) (a) 「該地段」應設有「署長」滿意的車位供貨車裝卸貨物，比例為現已或將會建於「該地段」的一座或多座建築物每800個住宅單位或不足此數配置一(1)個車位或採用「署長」批准的其他比例，惟現已或將會建於「該地段」每座住宅單位大廈最少須設置一(1)個上落貨車位，此等上落貨車位應設於每座住宅單位大廈範圍內或毗連該處。就本(a)款而言，擬供單一家庭作住所的獨立屋、半獨立屋或排屋不可視為一座住宅單位大廈。「署長」就何謂獨立屋、半獨立屋或排屋和每座此等洋房是否擬供單一家庭作住所作出的決定將為終論並對「買方」有約束力。

(b) 每個根據本特別條款(a)款提供的車位必須為3.5米闊及11.0米長，最低淨空高度為4.7米。此等車位除供與現已或將會建於「該地段」的一座或多座建築物相關的貨車上落貨外，不得作任何其他用途。』

## 12. 單車停車位

「批地文件」特別條款第(19)條訂明：

『(19) (a) 「該地段」應設有「署長」滿意的車位，以供停泊屬於現已或將會建於「該地段」的一座或多座建築物的住客及其真正賓客、訪客或來賓的單車，比例為每10個面積少於70平方米的住宅單位或不足此數配置一(1)個車位，或採用「署長」批准的其他比例。

(b) 就本特別條款而言，擬供單一家庭作住所的獨立屋、半獨立屋或排屋不可視為一個住宅單位。「署長」就何謂獨立屋、半獨立屋或排屋和每座此等洋房是否擬供單一家庭作住所作出的決定將為終論並對「買方」有約束力。

(c) 遵照本特別條款提供的車位除作本特別條款訂明用途外，不得作任何其他用途，其中特別禁止在車位存放、陳列或展示車輛作汽車出售或其他用途或提供洗車和汽車美容服務。』

## 13. 讓與「住宅停車位」及「電單車停車位」的限制規定

「批地文件」特別條款第(22)(a)條訂明：

『(22) (a) 儘管「買方」已按「署長」滿意的方式全面履行和遵守此等「條款」，「住宅停車位」及「電單車停車位」不得：

(i) 轉讓，除非：

(I) 連同賦予專屬權使用與管有現已或將會建於「該地段」的一座或多座建築物之一個或多個住宅單位的不分割份數一併轉讓；或

(II) 承讓人現時已擁有具專屬權使用與管有現已或將會建於「該地段」的一座或多座建築物之一個或多個住宅單位的不分割份數；或

(ii) 分租（租予現已或將會建於「該地段」的一座或多座建築物內之住宅單位的住客除外）。

於任何情況下，不可轉讓多過總共三個「住宅停車位」及「電單車停車位」予現已或將會建於「該地段」的一座或多座建築物內之任何一個住宅單位的業主或分租多過總共三個此等車位予任何一個住宅單位的住客。』

## 14. 非專有通行權

「批地文件」特別條款第(26)條訂明：

『(26) (a) 「該地段」連同一項權利批授，「買方」及其僱僕、訪客、工人和就此獲其授權的其他人等在本文協定批授的整個年期內，可以不時及隨時為着完善使用與享用「該地段」而通行及再通行、進出、往返和行經現於本文所夾附圖則以棕色顯示範圍（以下簡稱「棕色範圍」）中「署長」批准的水平高度，以作任何合法用途；

(b) 「買方」須於2019年12月31日或「署長」指定的其他日期或之前，自費按「署長」指定或批准的方式及物料及標準，在「棕色範圍」建造鋪有路面的走道連同相關的街道設施、交通輔助設施、街燈、污水管、排水渠及其他構築物，以提供本特別條款(a)款所載的通行權，並且盡量避免滋擾已獲授予「棕色範圍」全部或局部通行權的附近其他地段之業主。

(c) 「買方」將自費以「署長」滿意的方式保養、維修和修理「棕色範圍」及所有構成該處一部份或從屬於該處的物件，並須負責該處整體，猶如其為該處的絕對業主。

(d) 倘任何公共道路局部或全部佔據「棕色範圍」內現時已授予通行權的地方，而該處須進行改建工程，或授予通行權的地方的坡度受到影響，「買方」概不可就此提出索償。「買方」應自費以「署長」滿意的方式在其鋪有路面的通道進行所有由此引致的改建工程。

- (e) 本特別條款(a)款所載授予「買方」的通行權，不賦予「買方」對「棕色範圍」的專有權。「政府」現時或日後任何時候均有權將「棕色範圍」的通行權授予附近任何其他地段的業主，或撥出「棕色範圍」整體或當中任何部份，以作為公共街道，而毋須向「買方」或已獲授予「棕色範圍」全部或局部通行權的其他地段業主支付任何賠償。
- (f) 倘「買方」不履行本特別條款(b)及(c)款訂明的責任，「政府」可執行必要的建造、維修和修理工程，費用由「買方」支付。「買方」須在「政府」給予通知時支付有關的費用，付款金額由「署長」決定，而其決定將為終論並對「買方」有約束力。
- (g) 儘管已授予本特別條款(a)款所載的通行權，「政府」仍有完全權利及權力，在向「買方」發出不少於十四天書面通知（緊急情況除外）後，按「署長」全權酌情為恰當，鋪設、安裝、重鋪、改道、拆卸、重置、更換、檢查、運作、修理、維修及更新於現時或嗣後位於「棕色範圍」上或跨越其上或下或毗連該處的任何「政府」或其他排水渠、下水道、水道或水路、污水管、明渠、總水管、水管、電纜、電線、管線、公用服務或其他工程或裝置（以下統稱「服務設施」），如工程造成任何損壞則須妥為修葺。「署長」及其人員、承辦商和其正式授權的任何其他人等或彼等的工人有權為着上述事宜，不論攜帶工具、設備、機器、機械或駕車與否，隨時自由進出、再進出及行經「棕色範圍」。如非事前獲「署長」書面批准，「買方」不得干擾或允許他人干擾「服務設施」。除非因行使上述權利及權力造成任何損害必須負責修復外，「政府」、「署長」及其人員、承辦商和其正式授權的任何其他人等或彼等之工人概毋須就行使本(g)款所訂的權利或處理附帶於此等權利之事宜而令「買方」招致或蒙受的任何損失、損害、滋擾或騷擾承擔責任，「買方」不得向彼等任何一方提出索償或異議。』

### 15. 削土

「批地文件」特別條款第(28)條訂明：

- 『(28) (a) 如「該地段」或任何「政府」官地現時或以往曾經配合或因應「該地段」或其任何部份的平整、水準測量或發展事宜而進行削土、移土或土地後移工程，或任何建造或填土工程，或任何性質的斜坡處理工程，或此等「條款」規定「買方」執行的任何其他工程，又或基於其他用途的工程，不論事前是否獲「署長」書面同意，「買方」亦須在當時或嗣後任何時間，按需要自費進行及建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，以保護和支撐「該地段」內的土地及任何毗連或毗鄰「政府」官地或已批租土地，同時避免及防止其後發生任何滑土、山泥傾瀉或地陷。「買方」應在本文協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，以保持其修繕妥當及狀況良好，令「署長」滿意。
- (b) 本特別條款(a)款之規定概不妨礙此等「條款」賦予「政府」的權利，其中特別以本文特別條款第(27)條為要。
- (c) 如因「買方」進行的任何平整、水準測量、發展事宜或其他工程或基於任何其他事故導致或引致「該地段」範圍內任何土地或任何毗連或毗鄰「政府」官地或批租土地在任何時間發生滑土、山泥傾瀉或地陷，「買方」須自費還原和修復該處，以令「署長」滿意，並就「政府」、其代理及承辦商作出所有因滑土、山泥傾瀉或地陷引起、招致或蒙受的所有費用、收費、損害、索賠及索償作出彌償。
- (d) 「署長」除享有本文訂明可就違反任何此等「條款」追討之任何其他權利或補償權外，另有權向「買方」發出書面通知，要求「買方」進行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「買方」疏忽或不執行通知內訂明期限以「署長」滿意的方式完成通知的指示，「署長」可即時執行及進行必要的工程，「買方」必須在接獲通知時向「政府」償還有關的費用，以及任何行政或專業收費與費用。』

### 16. 不得壓碎岩石

「批地文件」特別條款第(29)條訂明：

『(29) 如非事前獲「署長」書面批准，不准在「該地段」使用碎石機。』

### 17. 維修地錨

「批地文件」特別條款第(30)條訂明：

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

### 18. 建造排水渠及渠道和接駁排水渠及污水管

「批地文件」特別條款第(33)條訂明：

『(33) (a) 「買方」應按「署長」視為需要，自費以「署長」滿意的方式在「該地段」邊界範圍內或「政府」官地上建造和維修排水渠及

渠道，以截流及引流所有落下或流進「該地段」的暴雨污水或雨水至最鄰近的河溪、集水井、渠道或「政府」雨水渠。倘此等暴雨污水或雨水造成任何損害、人身損傷、損失、滋擾或騷擾，以致引起任何訴訟、索償及索賠，「買方」必須承擔全責並向「政府」及其人員作出彌償。

- (b) 接駁「該地段」任何排水渠及污水管至已鋪設和啟用之「政府」雨水渠及污水管的工程可由「署長」負責執行。「署長」毋須就由此引起的任何損失或損害向「買方」承擔責任，而「買方」接獲「政府」通知時須向「政府」支付此等接駁工程的費用。此外，「買方」亦可自費以「署長」滿意的方式執行上述接駁工程。於該情況下，位於「政府」官地範圍內的上述接駁工程部份將由「買方」自費維修，如「政府」發出通知，「買方」須將此等工程部份移交「政府」，日後由「政府」自費維修，「買方」並須在「政府」通知時向「政府」繳付上述接駁工程的技術審核費用。如「買方」不維修建於「政府」官地上的上述接駁工程任何部份，「署長」可執行其視為必要的維修工程，「買方」須在「政府」通知時支付有關工程的費用。』

### 19. 渠務專用範圍

「批地文件」特別條款第(34)條訂明：

- 『(34) (a) (i) 現於本文所夾附圖則以粉紅色間黑交叉線加黑點顯示並註明為「D.R. & W. W. R.」的渠務專用範圍（以下簡稱「粉紅色間黑交叉線加黑點範圍」）內不可搭建任何構築物或相關的支承件。
- (ii) 儘管有本特別條款(a)(i)款之規定，如事前獲「署長」書面同意並且遵從其制訂的條款與條件，「買方」可在「粉紅色間黑交叉線加黑點範圍」搭建或允許他人搭建一個或多個小型構築物，惟一旦「署長」規定時，「買方」必須自費在「署長」指定的期限內以「署長」全面滿意的方式拆除或拆卸此等一個或多個構築物並還原「粉紅色間黑交叉線加黑點範圍」。如「買方」未能在上述指定期限內執行有關的拆除、拆卸或還原工程或因緊急情況所需，「署長」可執行其視為必要的工程，「買方」須在接獲通知時向「政府」支付相等於工程費用的款項。
- (b) 「署長」及其正式授權的人員、承辦商和彼等的工人（以下統稱「經授權人等」）有權隨時，不論攜帶工具、設備、機器或駕車與否，可不受限制地通行、進出、往返及行經「該地段」，以便在「粉紅色間黑交叉線加黑點範圍」鋪設、檢查、修理和維修「署長」規定或批准現時橫貫、經過「粉紅色間黑交叉線加黑點範圍」或位於其下的排水渠、污水管、渠道、排水設施及所有其他服務設施（以下簡稱「公用服務設施」）。「粉紅色間黑交叉線加黑點範圍」內概不可放置任何性質的物件或物料以致阻礙通行或招致超額的「公用服務設施」附加費。如「署長」認為（其意見將為終論並對「買方」有約束力）「粉紅色間黑交叉線加黑點範圍」內有任何物件或物料阻礙通行或招致超額的「公用服務設施」附加費，「署長」有權向「買方」發出書面通知，要求「買方」自費以「署長」全面滿意的方式拆卸及拆除此等物件或物料，並且恢復「粉紅色間黑交叉線加黑點範圍」的原貌。倘「買方」疏忽或未能在上述通知指定期限內執行通知的指示或因緊急情況所需，「署長」可執行其視為必要的拆除、拆卸及還原工程，「買方」須在接獲通知時向「政府」支付相等於工程費用的款項。
- (c) 除必須還原其行使上述權利和權力時挖掘的任何坑槽外，「政府」及經授權人等概毋須因為或鑒於經授權人等行使本特別條款(b)款所賦予權利或處理附帶於此等權利之事宜而受限制地通行、進出、往返和鋪設、檢查、修理及維修「公用服務設施」而導致「買方」招致或蒙受的任何損失、損害、滋擾或騷擾而承擔任何責任，「買方」不得基於任何此等損失、損害、滋擾或騷擾向「政府」、「署長」或經授權人等索償。』

### 20. 水務設施專用範圍

「批地文件」特別條款第(35)條訂明：

- 『(35) (a) 「買方」確認現存有200毫米「政府」總食水管及150毫米「政府」總鹹水管（此等總食水管及總鹹水管以下統稱「總水管」）於「粉紅色間黑交叉線加黑點範圍」及本文所夾附圖則以粉紅色加黑點顯示及註明為「W.W.R.」的範圍沿線、上、下或貫穿該處（上述粉紅色加黑點範圍及「粉紅色間黑交叉線加黑點範圍」以下統稱「水務設施專用範圍」）。「總水管」的大概位置現於本文所夾附的圖則以藍線和紅線顯示並註明為「Existing Fresh Water Mains」及「Existing Salt Water Mains」以資識別。「該地段」或其任何部份需要重新鋪設「總水管」的地方一律不可發展。
- (b) 「買方」在「水務設施專用範圍」展開任何地盤平整工程之前，必須向水務署署長提交該處所有在「水務設施專用範圍」內擬建地盤平整工程的詳情，以供批核。直至水務署署長正式以書面批准有關的擬建地盤平整工程，否則不得在「水務設施專用範圍」或其任何部份展開任何地盤平整工程。
- (c) 「水務設施專用範圍」內不得建造任何構築物或存放任何物料。
- (d) 「水務設施專用範圍」內不得種植任何長有穿透性根系的樹木或灌叢。如非事前獲水務署署長發出同意，一律不可更改「水務設施專用範圍」的場地現況。如擬種植樹木與「總水管」

的距離為2.5米或更小，或須裝設堅固的樹根屏障。樹根屏障必須伸展至水管內底以下位置。

- (e) 「水務設施專用範圍」內不得種植植物或放置任何性質的阻礙物，惟可在閘蓋周圍1.5米範圍內或任何消防栓出水掣1米內鋪草。
- (f) 如非事前獲水務署署長書面批准，不可在「水務設施專用範圍」內種植任何樹木。』

#### 21. 禁止建造墳墓或骨灰龕

「批地文件」特別條款第(39)條訂明：

『(39) 「該地段」不可搭建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論是否放於陶泥金塔、骨灰盅或其他。』

註：

詳情請參考「批地文件」。「批地文件」全份文本已備於售樓處，在營業時間可免費索取閱覽，並可支付必要的影印費用獲取副本。

# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

### A. Facilities that are required under the land grant to be constructed and provided for the Government, or for public use

1. Description  
The Brown Area as referred to in Special Condition No. (26) of the Land Grant.
2. The general public has the right to use the facilities in accordance with the Land Grant.

### B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

1. Description  
The Brown Area as referred to in Special Condition No. (26) of the Land Grant.
2. The general public has the right to use the facilities in accordance with the Land Grant.
3. The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Phase.
4. The owners of the residential properties in the Phase are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.

### C. Open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

Not applicable

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

Not applicable

### E. A plan that shows the location of those facilities and open spaces, and those parts of the land

Please see the plan in the end of this section.

### F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land

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

- “(26) (a) The Lot is granted together with a right for the Purchaser and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby agreed to be granted for all lawful purposes connected with the proper use and enjoyment of the Lot to pass and repass, on, along, over, by and through the area shown coloured brown on the plan annexed hereto (hereinafter referred to as “**the Brown Area**”) at such levels as may be approved by the Director.
- (b) The Purchaser shall, on or before the 31st day of December 2019 or within such other time limit as may be specified by the Director, at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with the associated street furnitures, traffic aids, street lighting, sewers, drains and other structures on the Brown Area over and along which a right of way referred to in sub-clause (a) of this Special Condition is given with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (c) The Purchaser shall at his own expense uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Purchaser shall be responsible for the whole as if he were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion or the whole of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim whatsoever by the Purchaser who shall at his own expense carry out all consequent alterations to the paved way constructed by him to the satisfaction of the Director.
- (e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Purchaser the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for

the purposes of a public street without payment of any compensation to the Purchaser or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.

- (f) In the event of the non-fulfilment of the Purchaser’s obligations under sub-clauses (b) and (c) of this Special Condition, the Government may carry out the necessary construction, maintenance and repair works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.

- (g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Purchaser, not less than fourteen days’ written notice (save in case of emergency) to lay, install, relay, divert, remove, reprovise, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as “**the services**”) which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damage caused thereby, and the Director, his officers, contractors and any other persons authorised by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Purchaser shall not disturb or allow anybody to disturb the services without prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorised by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise of the rights conferred under this sub-clause (g), and no claim nor objection whatsoever shall be made against him or them by the Purchaser.”

### G. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land

1. Clause 1.1 of the DMC stipulates that:-

“1.1 In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires :-

...

“**Brown Area**”

means the Brown Area as referred to in Special Condition No. 26(a) of the Government Grant and shown coloured Brown on plan annexed to the Government Grant, over which the Owners are granted by the Government a non-exclusive right of way for all purposes connected with the proper use and enjoyment of the Land;

...”

2. Clause 4.6(o) of the DMC stipulates that:-

“4.6 The annual budget shall cover the Management Expenses for the Common Areas and Facilities and the Brown Area including without limiting the generality of the foregoing:-

...

- (o) the cost of repairing, maintaining and upholding the Brown Area and everything forming a portion of or pertaining to it including but not limited to the associated street furniture, traffic aids, street lighting, sewers and drains under this Deed and/or pursuant to the Government Grant.”

3. Clause 4.7(a) of the DMC stipulates that:-

“4.7 The annual budget shall be divided into the following parts:-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land and the Development, the Development Common Areas and Facilities and the Brown Area.

...”

4. Clause 5.2(j) of the DMC stipulates that:-

“5.2 Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power:

...

(j) To maintain, manage and repair the Brown Area in accordance with this Deed and the Government Grant.”

5. Clause 10.12 of the DMC stipulates that:-

“10.12 The Owners shall uphold, maintain and repair the Brown Area and everything forming a portion of or pertaining to them, all to be done to the satisfaction of the Director of Lands in accordance with Special Condition No.(26)(c) of the Government Grant and the Owners shall be responsible for the whole as if they were the absolute owner thereof.”

Note:

On 19 June 2019, the District Lands Office, Sha Tin, Lands Department advised that the whole of the Brown Area had been taken over by the Government for the purposes of a public street.

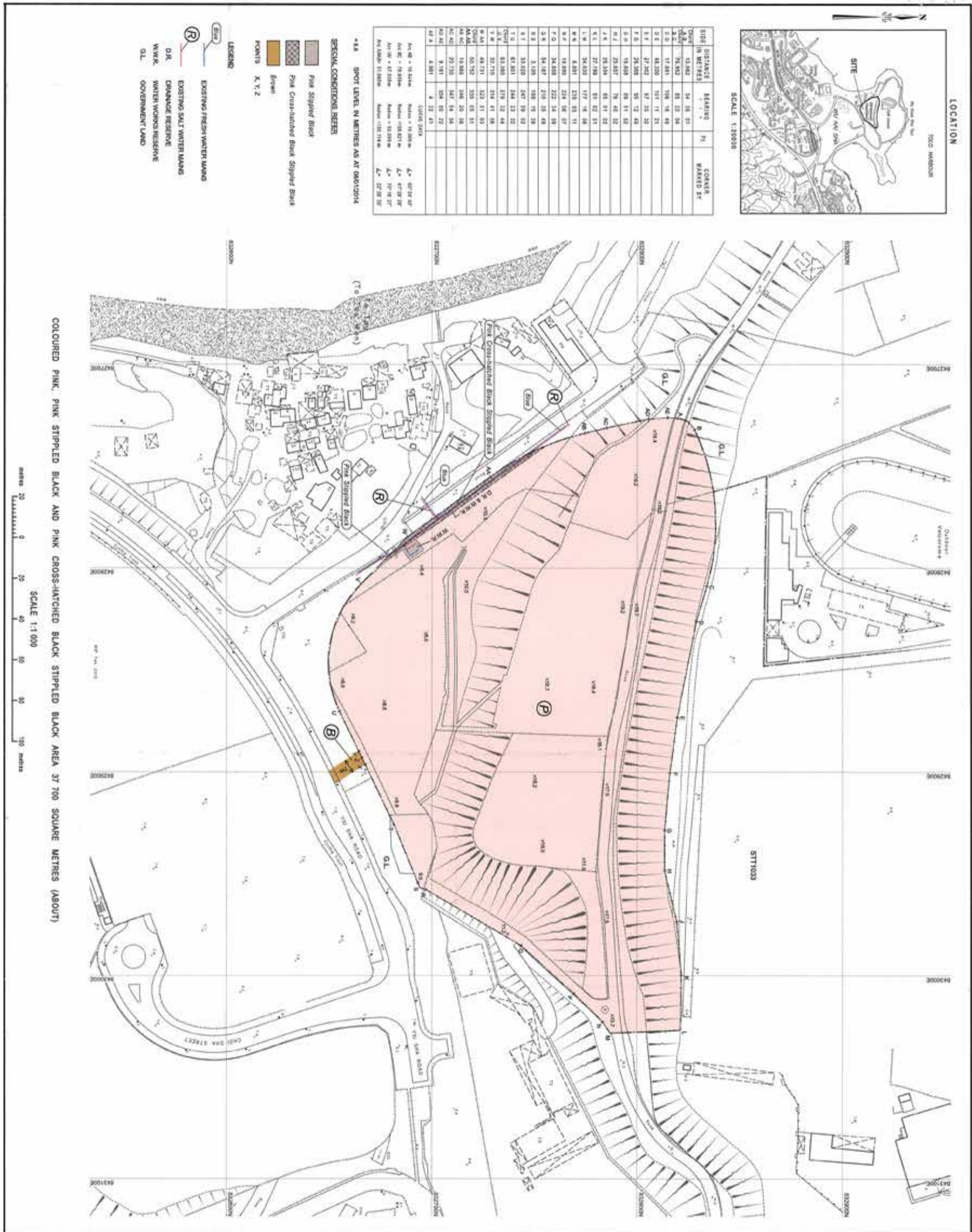
# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES 公共設施及公眾休憩用地的資料

The Plan annexed to the Land Grant  
批地文件的附圖

Pink Stippled Black : 粉紅色加黑點

Pink Cross-hatched Black Stippled Black : 粉紅色間黑交叉線加黑點

Brown : 棕色



A. 根據批地文件規定需要搭建並為政府，或供公眾使用的設施

1. 描述

批地文件第(26)條所載的棕色區域。

2. 公眾有權依據批地文件規定使用設施。

B. 根據批地文件規定，期數中的住宅物業的業主須自費管理、運作和維修為供公眾使用的設施

1. 描述

批地文件第(26)條所載的棕色區域。

2. 公眾有權依據批地文件規定使用設施。

3. 設施由期數住宅物業的業主付費管理、營運或維修。

4. 期數住宅物業的業主應透過支付有關住宅物業應佔的管理開支，按比例分擔各設施的管理、營運或維修開支。

C. 根據批地文件規定，期數中的住宅物業的業主須自費管理、運作和維修為供公眾使用的休憩用地

不適用。

D. 根據《建築物(規劃)規例》(第123章附屬法例F)第22(1)條規例，專供公眾使用土地的任何部分(期數座落的位置)

不適用。

E. 顯示上述設施、休憩用地及土地中的該等部份的圖則

請見本節末頁所載之圖則。

F. 關於上述設施、休憩用地及該土地各部份之批地文件條款

「批地文件」特別條款第(26)條訂明：

『(26) (a) 「該地段」連同一項權利批授，「買方」及其傭僕、訪客、工人和就此獲其授權的其他人等在本文協定批授的整個年內，可以不時及隨時為着完善使用與享用「該地段」而通行及再通行、進出、往返和行經現於本文所夾附圖則以棕色顯示範圍(以下簡稱「棕色範圍」)中「署長」批准的水平高度，以作任何合法用途；

(b) 「買方」須於2019年12月31日或「署長」指定的其他日期或之前，自費按「署長」指定或批准的方式及物料及標準，在「棕色範圍」建造鋪有路面的走道連同相關的街道設施、交通輔助設施、街燈、污水管、排水渠及其他構築物，以提供本特別條款(a)款所載的通行權，並且盡量避免滋擾已獲授予「棕色範圍」全部或局部通行權的附近其他地段之業主。

(c) 「買方」將自費以「署長」滿意的方式保養、維修和修理「棕色範圍」及所有構成該處一部份或從屬於該處的物件，並須負責該處整體，猶如其為該處的絕對業主。

(d) 倘任何公共道路局部或全部佔據「棕色範圍」內現時已授予通行權的地方，而該處須進行改建工程，或授予通行權的地方的坡度受到影響，「買方」概不可就此提出索償。「買方」應自費以「署長」滿意的方式在其鋪有路面的通道進行所有由此引致的改建工程。

(e) 本特別條款(a)款所載授予「買方」的通行權，不賦予「買方」對「棕色範圍」的專有權。「政府」現時或日後任何時候均有權將「棕色範圍」的通行權授予附近任何其他地段的業主，或撥出「棕色範圍」整體或當中任何部份，以作為公共街道，而毋須向「買方」或已獲授予「棕色範圍」全部或局部通行權的其他地段業主支付任何賠償。

(f) 倘「買方」不履行本特別條款(b)及(c)款訂明的責任，「政府」可執行必要的建造、維修和修理工程，費用由「買方」支付。「買方」須在「政府」給予通知時支付有關的費用，付款金額由「署長」決定，而其決定將為終局並對「買方」有約束力。

(g) 儘管已授予本特別條款(a)款所載的通行權，「政府」仍有完全權利及權力，在向「買方」發出不少於十四(14)天書面通知(緊急情況除外)後，按「署長」全權酌情為恰當，鋪設、安裝、重鋪、改道、拆卸、重置、更換、檢查、運作、修理、維修及更新於現時或嗣後位於「棕色範圍」上或跨越其上或下或毗連該處的任何「政府」或其他排水渠、下水道、水道或水路、污水管、明渠、總水管、水管、電纜、電線、管線、公用服務或其他工程或裝置(以下統稱「服務設施」)，如工程造成任何損壞則須妥為修葺。「署長」及其人員、承辦商和其正式授權的任何其他人等或彼等的工人有權為着上述事宜，不論攜帶工具、設備、機器、機械或駕車與否，隨時自由進出、再進出及行經「棕色範圍」。如非事前獲「署長」書面批准，「買方」不得干擾或允許他人干擾「服務設施」。除非因行使上述權利及權力造成任何損害必須負責修復外，「政府」、「署長」及其人員、承辦商和其正式授權的任何其他人等或彼等之工人概毋須就行使本(g)款所訂的權利或處理附帶於此等權利之事宜而令「買方」招致或蒙受的任何損失、損害、滋擾或騷擾承擔責任，「買方」不得向彼等任何一方提出索償或異議。』

G. 關於上述設施、休憩用地及該土地各部份之個別住宅物業的公契條款

1. 「公契」第1.1條訂明：-

『1.1 於「本契約」，如上下文意允許或規定，以下詞語將具以下釋義：-

...

「棕色範圍」

指「政府批地文件」特別條款第26(a)條所載並於「政府批地書」所夾附圖則以棕色顯示的「棕色範圍」，各「業主」獲「政府」授予「棕色範圍」的非專有權利，可通行該處以作關乎其恰當使用與享用「該土地」的任何用途；

...』

2. 「公契」第4.6(o)條訂明：-

『4.6 年度預算案應涵蓋「公用地方與設施」及「棕色範圍」的「管理開支」，包括但不限於前文之一般性：-

...

(o) 修理、維修及保養「棕色範圍」和附屬或從屬於該處的所有物件之費用，包括但不限於根據「本契約」及/或遵照「政府批地文件」規定修理、維修和保養相關的街道設施、交通輔助設施、街燈、污水管及排水渠。』

3. 「公契」第4.7(a)條訂明：-

『4.7 年度預算案應分為以下部份：-

(a) 第一部份須涵蓋「管理人」認為(「管理人」之決定如無重大錯誤將為終論)因應全體「業主」的利益或因應妥善管理「該土地」及「發展項目」、「發展項目公用地方與設施」及「棕色範圍」所需而招致的所有開支。

...』

4. 「公契」第5.2(j)條訂明：-

『5.2 茲毋損本文所載「管理人」擁有其他明確權力之一般性，「管理人」有權：-

...

(j) 遵照「本契約」及「政府批地文件」維修、管理和修理「棕色範圍」。

5. 「公契」第10.12條訂明：-

『10.12 「業主」須依照「政府批地文件」特別條款第(26)(c)條規定，以地政總署署長全面滿意的方式保養、維修和修理「棕色範圍」及所有附屬或從屬於該處的物件。「業主」須猶如彼等為整個「棕色範圍」絕對擁有人，就整個「棕色範圍」承擔責任。

備註：

於2019年6月19日接獲地政總署沙田地政處通知，整個棕色範圍已被政府接管用作公共街道。



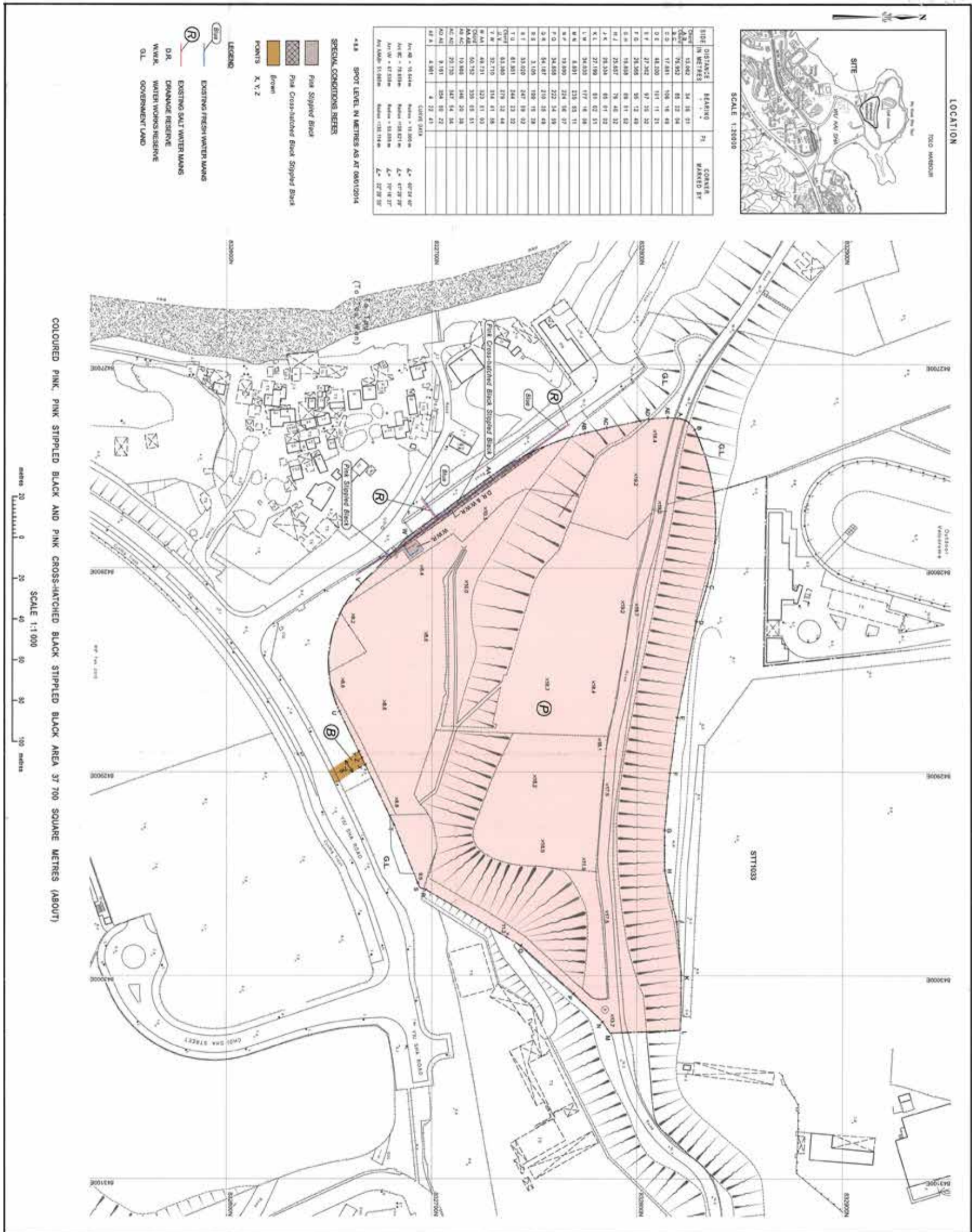
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The Plan annexed to the Land Grant  
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Pink Cross-hatched Black Stippled Black : 粉紅色間黑交叉線加黑點

Brown : 棕色



## WARNING TO PURCHASERS 對買方的警告

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