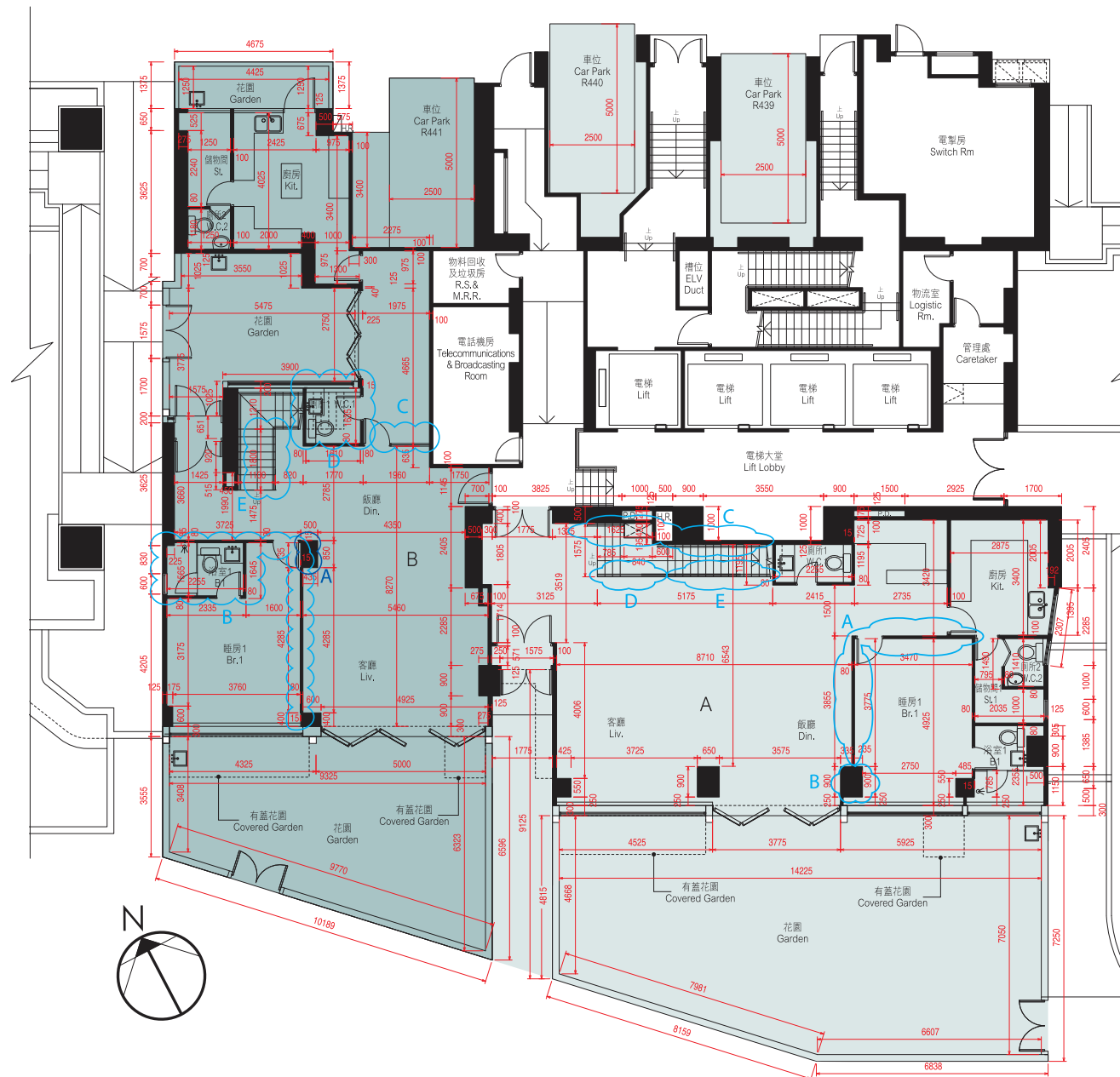


10. 期數的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第7座地下平面圖 (複式低層) BLOCK 7 — GROUND FLOOR PLAN (LOWER DUPLEX)



第7座地下及1樓A單位及B單位在發展項目落成後進行小型工程或獲《建築物條例》豁免的工程而有所改動。該等改動的大概位置已於本樓面平面圖中作標示。

Flat A and Flat B, G/F & 1/F of Block 7 have been altered by way of minor works or exempted works under the Buildings Ordinance after completion of the Development. The approximate locations of alterations are indicated on this floor plan.

第7座地下及1樓A單位的改動工程包括：

- (A) 原睡房1的間隔牆被移除並以不同尺寸的玻璃間隔牆及趟門取代。
- (B) 部分牆體加厚。
- (C) 樓梯的原扶手被移除並以不同物料及設計的扶手取代。
- (D) 部分樓梯加闊。
- (E) 增加間隔牆及隱藏門以提供儲物間2。

Alteration works for Flat A, G/F & 1/F of Block 7 include :

- (A) Original partition walls of bedroom 1 were demolished and replaced by glass partition walls and sliding door in different dimensions.
- (B) Part of the wall was thickened.
- (C) Original railing of the staircase was demolished and replaced by railing of different material and design.
- (D) Part of the staircase was widened.
- (E) Store 2 was added by addition of partition wall with concealed door.

第7座地下及1樓B單位的改動工程包括：

- (A) 部分牆體加厚。
- (B) 原睡房1的間隔牆及浴室1被移除。
- (C) 原間隔牆及門被移除。
- (D) 擴充廁所並加設淋浴間。
- (E) 原樓梯之扶手被移除，並新增間隔牆及門以提供儲物間。

Alteration works for Flat B, G/F & 1/F of Block 7 include :

- (A) Part of the wall was thickened.
- (B) Original partition walls of bedroom 1 and Bath 1 were demolished.
- (C) Original partition wall and door were demolished.
- (D) Washing chamber was enlarged to include an additional shower compartment.
- (E) Original railing of the staircase was demolished. Partition wall and door were added to provide a store.

比例尺 SCALE: 0米(M) 5米(M)

備註 Note :

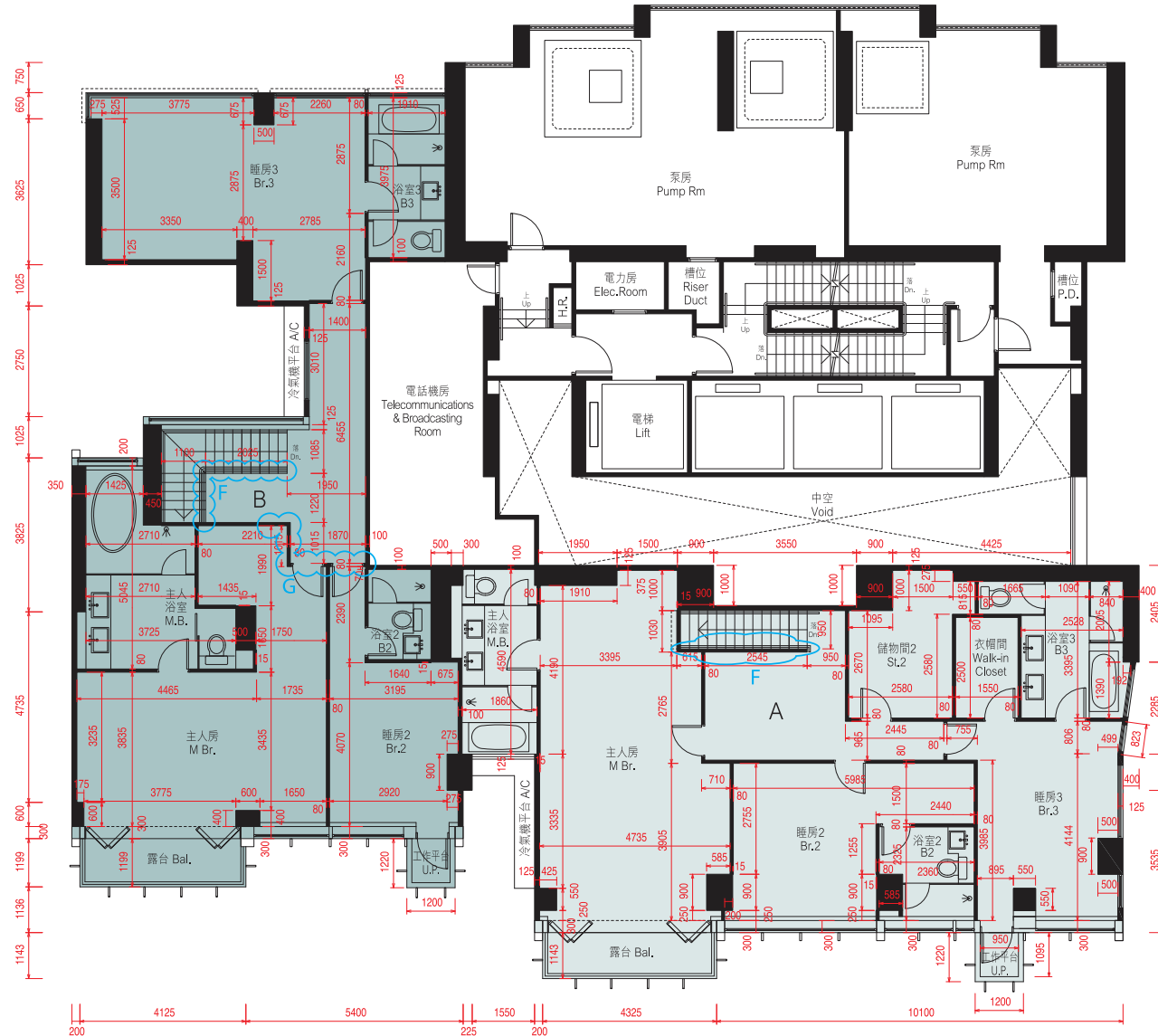
平面圖所列數字為以毫米標示之建築結構尺寸。
The dimensions of floor plans are all structural dimensions in millimeter.

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。請參閱本售樓說明書第32頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

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

Please refer to page 32 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

第7座1樓平面圖 (複式高層) BLOCK 7 — 1/F FLOOR PLAN (UPPER DUPLEX)



第7座地下及1樓A單位及B單位在發展項目落成後進行小型工程或獲《建築物條例》豁免的工程而有所改動。該等改動的大概位置已於本樓面平面圖中作標示。

Flat A and Flat B, G/F & 1/F of Block 7 have been altered by way of minor works or exempted works under the Buildings Ordinance after completion of the Development. The approximate locations of alterations are indicated on this floor plan.

第7座地下及1樓A單位的改動工程包括：

(F) 原樓梯之扶手被移除。

Alteration works for Flat A, G/F & 1/F of Block 7 include :

(F) Original railing of the staircase was demolished.

第7座地下及1樓B單位的改動工程包括：

(F) 原樓梯之扶手被移除。

(G) 原主人房的門、部分間隔牆及睡房2之房門被移位。

Alteration works for Flat B, G/F & 1/F of Block 7 include :

(F) Original railing of the staircase was demolished.

(G) Original door and part of the partition wall of the Master Bedroom and door of Bedroom 2 were relocated.

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

請參閱本售樓說明書第32頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

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

Please refer to page 32 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

比例尺 SCALE: 0米(M) 5米(M)

備註 Note :

1. 平面圖所列數字為以毫米標示之建築結構尺寸。
 2. 以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。
1. The dimensions of floor plans are all structural dimensions in millimeter.
2. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.



註釋 Explanatory Note :

貼鄰住客停車位的面積(不計算入停車位面積或實用面積)：地下A單位為6.763平方米(73平方呎)，地下B單位為4.112平方米(44平方呎)。

由工作平台或露台遮蓋之花園面積(已計算入花園面積)：地下A單位為6.407平方米(69平方呎)，地下B單位為6.410平方米(69平方呎)。根據屋宇署規定，該面積最少兩邊不可圍封。

Area adjoining residential parking space (not included in the area of parking space or saleable area): Flat A on G/F is 6.763 sq.m. (73 sq.ft.), Flat B on G/F is 4.112 sq.m. (44 sq.ft.).

Area of garden covered by utility platform or balcony (included in the area of garden): Flat A on G/F is 6.407 sq.m. (69 sq.ft.), Flat B on G/F is 6.410 sq.m. (69 sq.ft.). Such areas shall be unenclosed on at least 2 sides as required by Buildings Department.

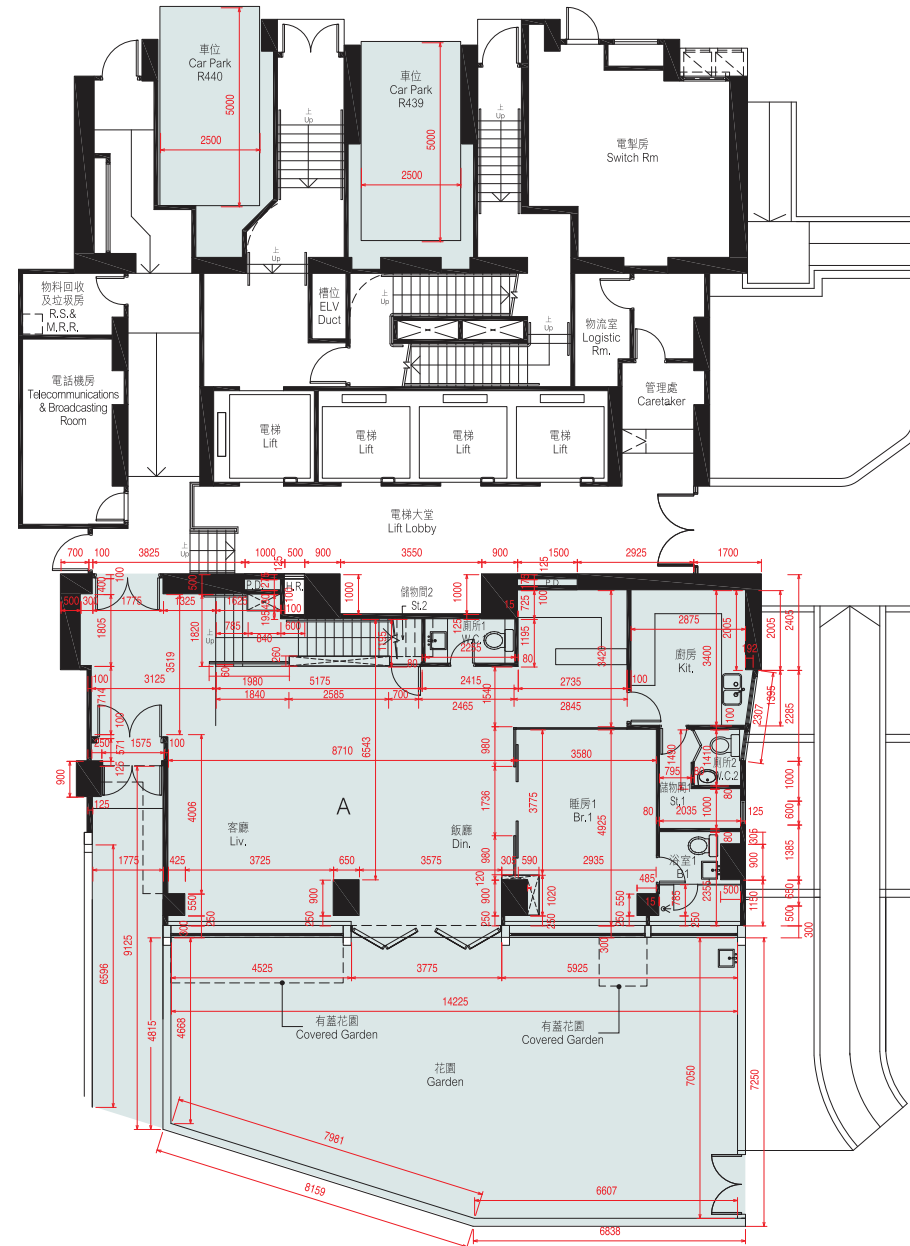
每個住宅物業 Each Residential Property	單位 Unit	A	B
	樓層 Floor		
層與層之間的高度 Floor to Floor Height (毫米 mm)	G/F	3500	3500
	1/F	3250	3250
樓板(不包括灰泥)的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	G/F	150, 200, 300	150, 200
	1/F	150, 200, 275, 300	150, 200, 250, 300

10. 期數的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第7座地下 (複式低層) A單位之現狀間隔平面圖

AS IS FLOOR PLAN FOR THE GROUND FLOOR (LOWER DUPLEX) OF FLAT A, BLOCK 7



比例尺 SCALE: 0米(M) 5米(M)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。請參閱本售樓說明書第32頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

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

Please refer to page 32 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

備註 Note :

1. 平面圖所列數字為以毫米標示之建築結構尺寸。
 2. 以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。
1. The dimensions of floor plans are all structural dimensions in millimeter.
2. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

註釋 Explanatory Note :

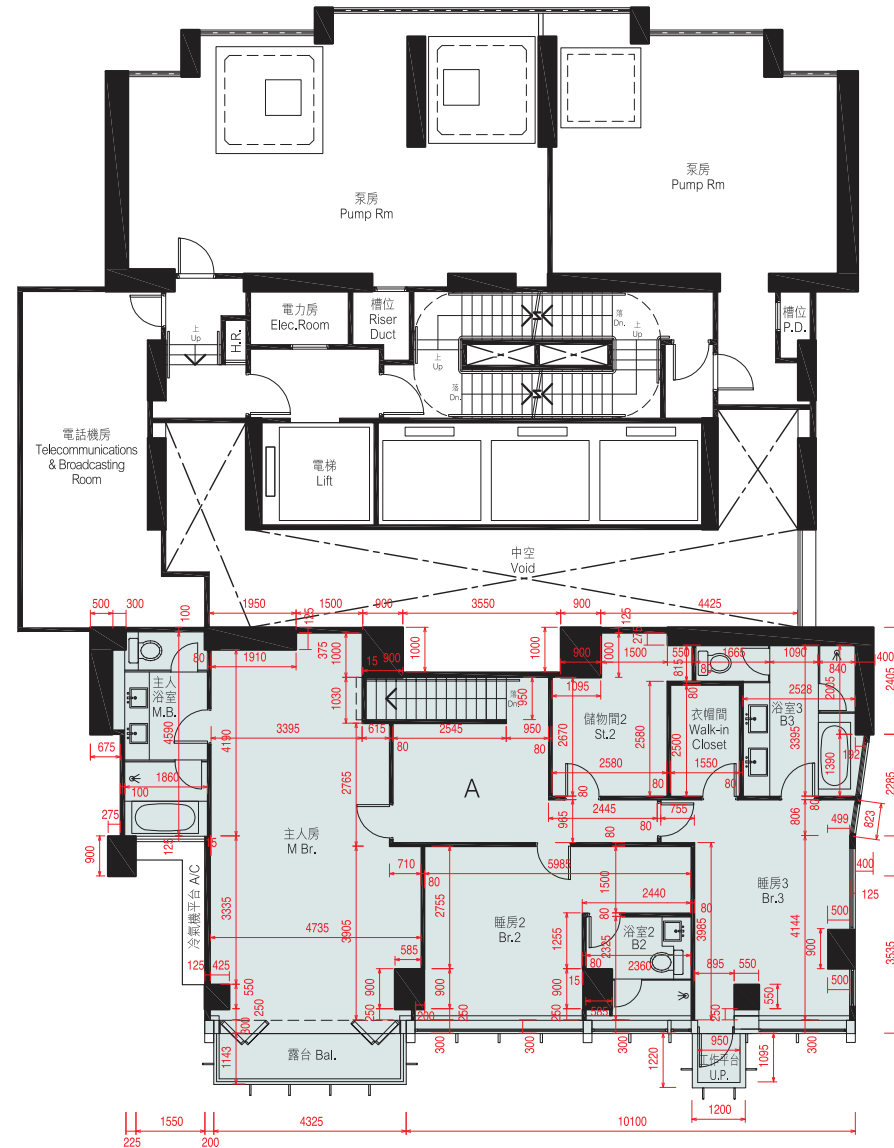
貼鄰住客停車位的面積(不計算入停車位面積或實用面積)：地下A單位為6.763平方米(73平方呎)。
由工作平台或露台遮蓋之花園面積(已計算入花園面積)：地下A單位為6.407平方米(69平方呎)。根據屋宇署規定，該面積最少兩邊不可圍封。

Area adjoining residential parking space (not included in the area of parking space or saleable area): Flat A on G/F is 6.763 sq.m. (73 sq.ft.).

Area of garden covered by utility platform or balcony (included in the area of garden): Flat A on G/F is 6.407 sq.m. (69 sq.ft.). Such areas shall be unenclosed on at least 2 sides as required by Buildings Department.

每個住宅物業 Each Residential Property	單位 Unit 樓層 Floor	A
層與層之間的高度 Floor to Floor Height (毫米 mm)	G/F	3500
樓板(不包括灰泥)的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	G/F	150, 200, 300

第7座1樓 (複式高層) A單位之現狀間隔平面圖 AS IS FLOOR PLAN FOR THE FIRST FLOOR (UPPER DUPLEX) OF FLAT A, BLOCK 7



比例尺 SCALE: 0米(M) 5米(M)

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。請參閱本售樓說明書第32頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

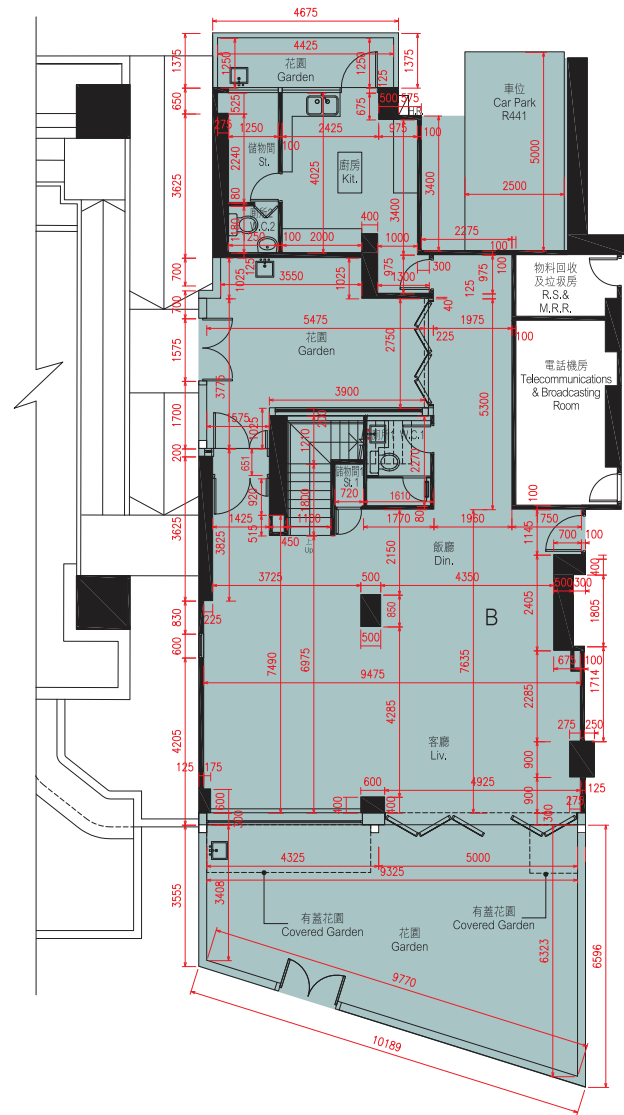
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

Please refer to page 32 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

每個住宅物業 Each Residential Property	單位 Unit 樓層 Floor	A
層與層之間的高度 Floor to Floor Height (毫米 mm)	1/F	3250
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	1/F	150, 200, 275, 300

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

第7座地下 (複式低層) B單位之現狀間隔平面圖 AS IS FLOOR PLAN FOR THE GROUND FLOOR (LOWER DUPLEX) OF FLAT B, BLOCK 7



比例尺 SCALE: 0米(M) 5米(M)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。請參閱本售樓說明書第32頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

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

Please refer to page 32 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

備註 Note :

1. 平面圖所列數字為以毫米標示之建築結構尺寸。
 2. 以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。
1. The dimensions of floor plans are all structural dimensions in millimeter.
 2. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

註釋 Explanatory Note :

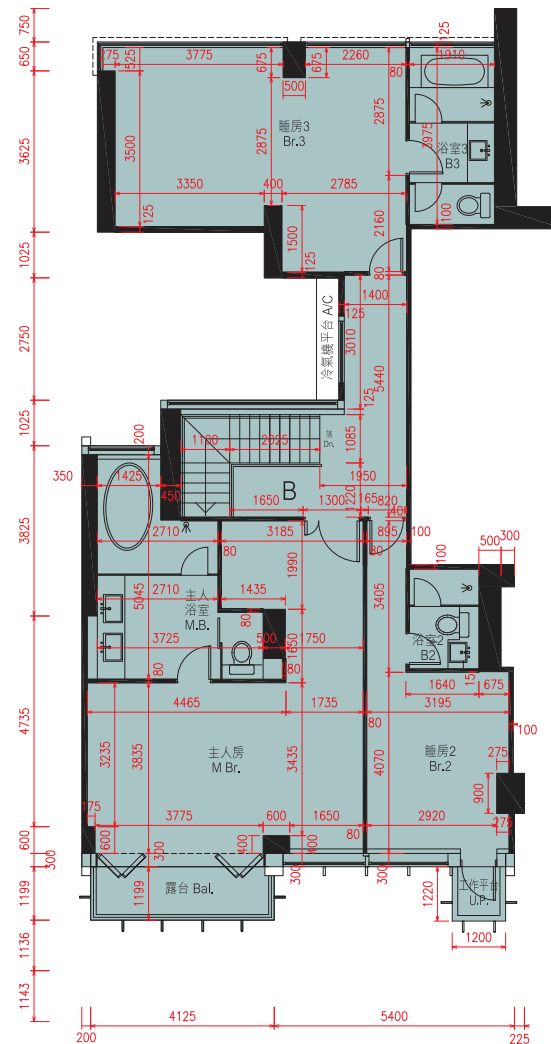
貼鄰住客停車位的面積(不計算入停車位面積或實用面積)：地下B單位為4.112平方米(44平方呎)。
由工作平台或露台遮蓋之花園面積(已計算入花園面積)：地下B單位為6.410平方米(69平方呎)。根據屋宇署規定，該面積最少兩邊不可圍封。

Area adjoining residential parking space (not included in the area of parking space or saleable area): Flat B on G/F is 4.112 sq.m. (44 sq.ft.).

Area of garden covered by utility platform or balcony (included in the area of garden): Flat B on G/F is 6.410 sq.m. (69 sq.ft.). Such areas shall be unenclosed on at least 2 sides as required by Buildings Department.

每個住宅物業 Each Residential Property	單位 Unit 樓層 Floor	B
層與層之間的高度 Floor to Floor Height (毫米 mm)	G/F	3500
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	G/F	150, 200

第7座1樓 (複式高層) B單位之現狀間隔平面圖 AS IS FLOOR PLAN FOR THE FIRST FLOOR (UPPER DUPLEX) OF FLAT B, BLOCK 7



比例尺 SCALE: 0米(M) 5米(M)

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。請參閱本售樓說明書第32頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

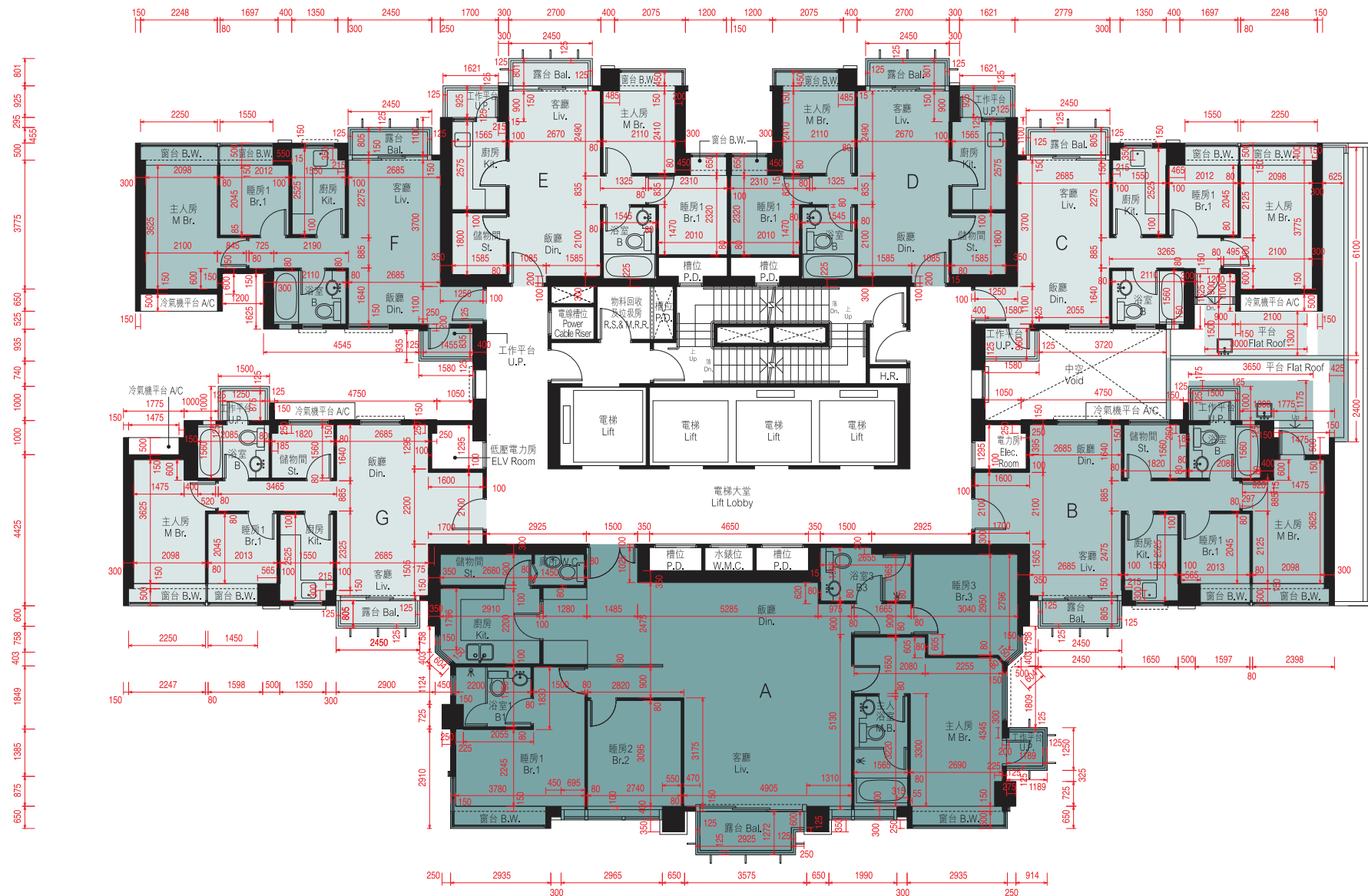
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

Please refer to page 32 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

每個住宅物業 Each Residential Property	單位 Unit 樓層 Floor	B
層與層之間的高度 Floor to Floor Height (毫米 mm)	1/F	3250
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	1/F	150, 200, 250, 300

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

第7座3樓平面圖 BLOCK 7 — 3/F FLOOR PLAN



比例尺 SCALE: 0米(M) 5米(M)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
請參閱本售樓說明書第32頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

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

Please refer to page 32 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

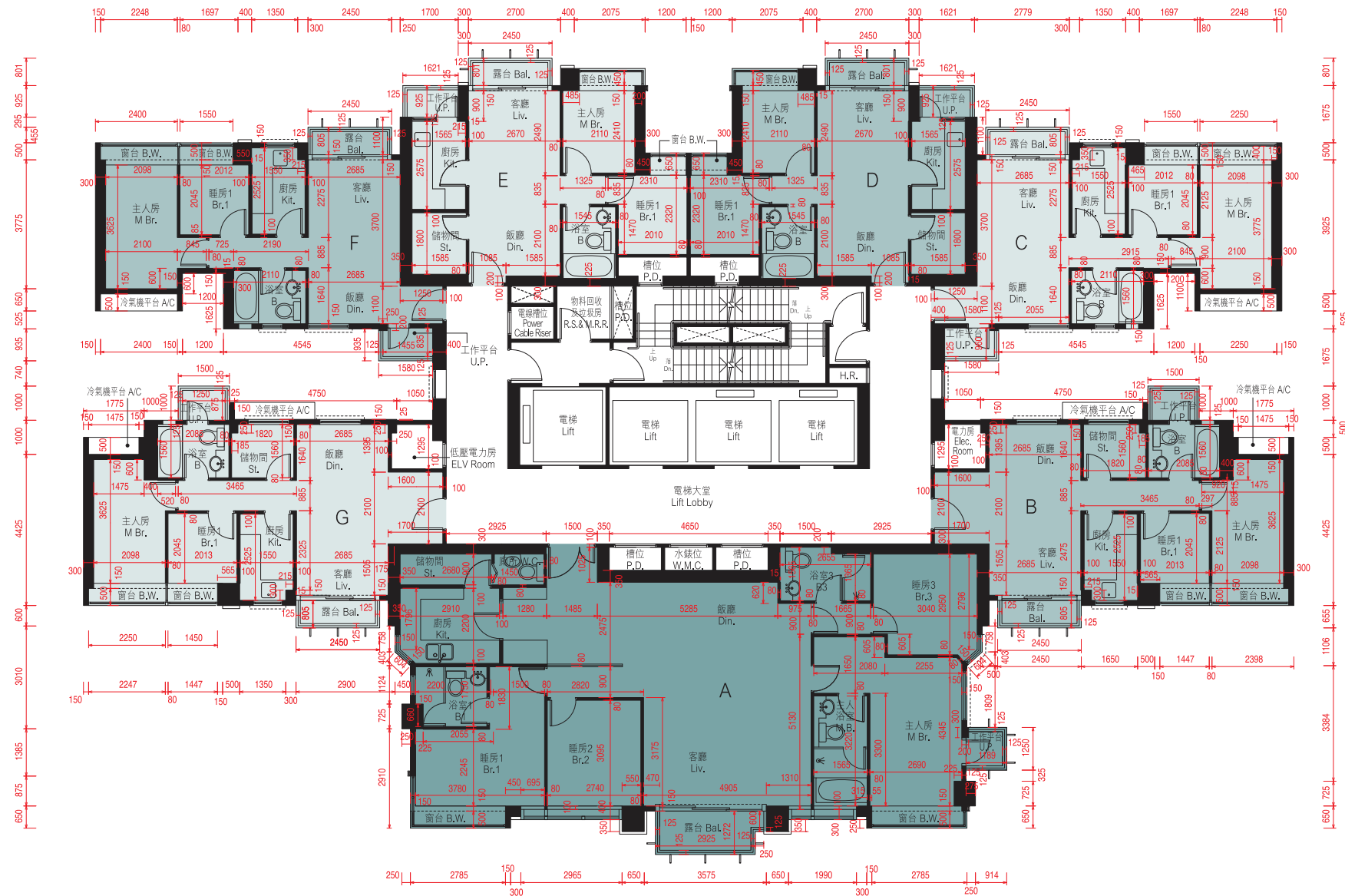
平台空白位置為供維修大廈設備使用的公用地方。

Blank areas on the flat roof are common areas for building facility maintenance.

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

每個住宅物業 Each Residential Property	樓層 Floor	單位 Unit	A	B	C	D	E	F	G
層與層之間的高度 Floor to Floor Height (毫米 mm)	3/F		3150	3150	3150	3150	3150	3150	3150
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	3/F		200, 250	150, 200	150, 200	150, 200	150, 200	150, 200	150, 200

第7座5樓 - 7樓, 10樓 - 12樓, 15樓, 18樓 - 21樓及25樓 - 26樓平面圖 BLOCK 7 — 5/F - 7/F, 10/F - 12/F, 15/F, 18/F - 21/F & 25/F - 26/F FLOOR PLAN



比例尺SCALE: 0米(M) 5米(M)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
請參閱本售樓說明書第32頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

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

Please refer to page 32 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

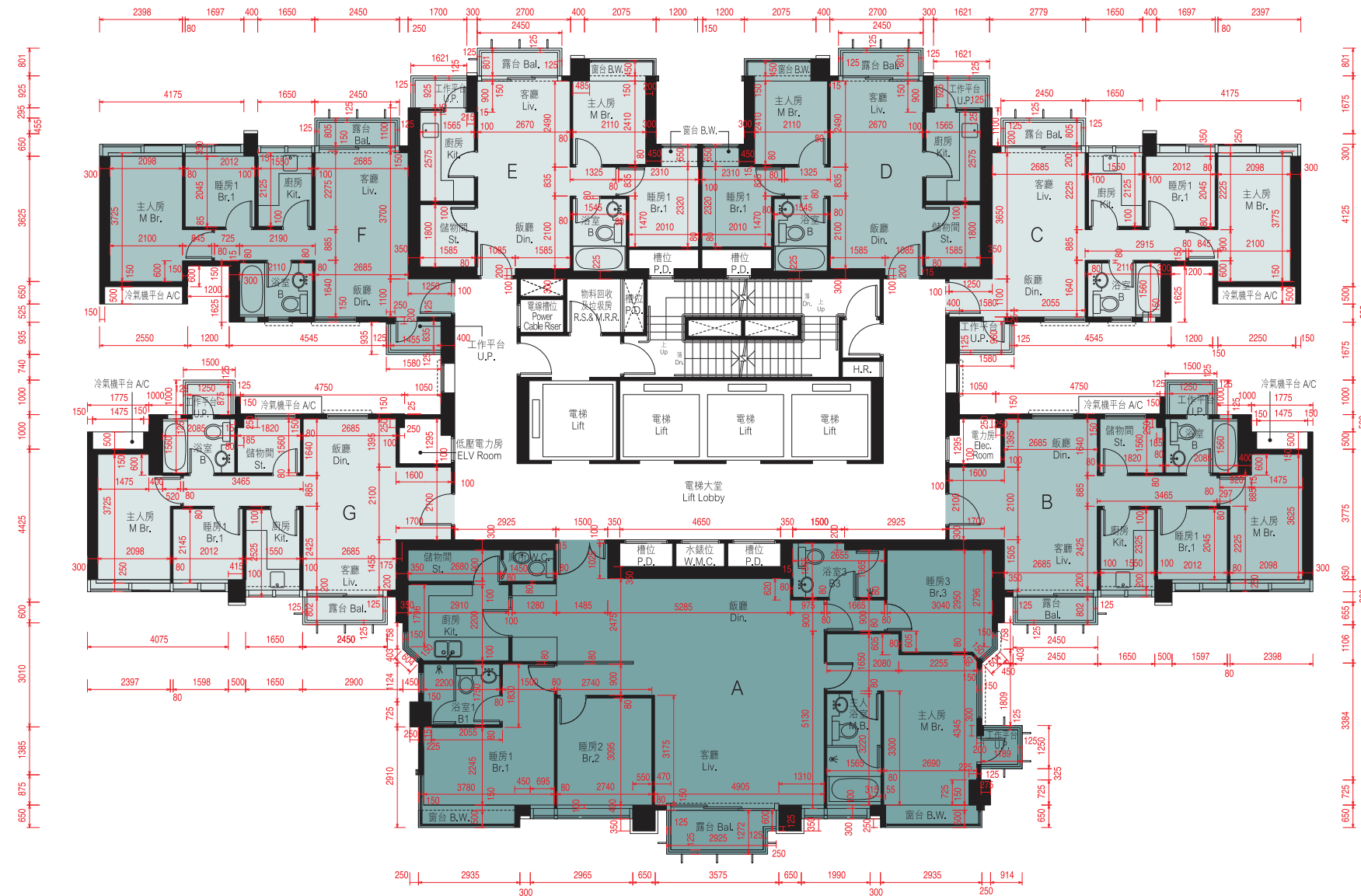
每個住宅物業 Each Residential Property	樓層 Floor	單位 Unit	A	B	C	D	E	F	G
層與層之間的高度 Floor to Floor Height (毫米 mm)	5/F - 7/F, 10/F - 12/F, 15/F, 18/F - 21/F & 25/F - 26/F		3150	3150	3150	3150	3150	3150	3150
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	5/F - 7/F, 10/F - 12/F, 15/F, 18/F - 21/F & 25/F - 26/F		200, 250	150, 200	150, 200, 325	150, 200	150, 200	150, 200	150, 200

10. 期數的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第7座8樓, 9樓, 16樓, 17樓, 22樓, 23樓, 27樓及28樓平面圖

BLOCK 7 — 8/F, 9/F, 16/F, 17/F, 22/F, 23/F, 27/F & 28/F FLOOR PLAN



比例尺SCALE: 0米(M) 5米(M)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
請參閱本售樓說明書第32頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

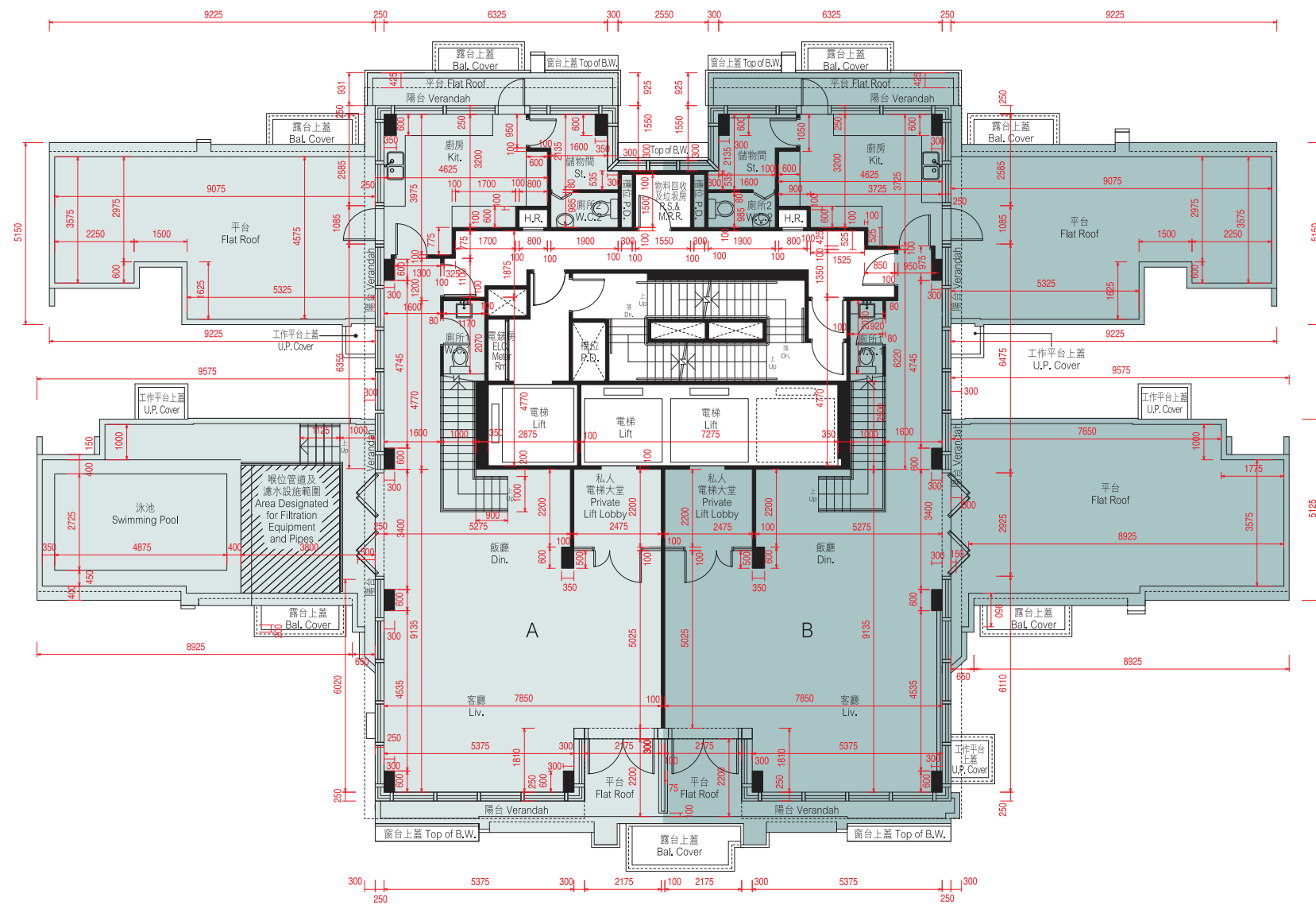
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
Please refer to page 32 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

- # 包括800毫米厚之結構轉換層。
- * 包括1100毫米厚之結構轉換層及混凝土填充層。
- # Including 800mm thick transfer plate.
- * Including 1100mm thick transfer plate and mass concrete fill.

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

每個住宅物業 Each Residential Property	單位 Unit 樓層 Floor	A	B	C	D	E	F	G
層與層之間的高度 Floor to Floor Height (毫米 mm)	8/F, 16/F, 22/F & 27/F	2800, 3150	3150	3150	3150	3150	3150	3150
	9/F, 17/F & 23/F	3150	2800, 3150	3150	3150	3150	3150	2800, 3150
	28/F	3900#, 4200*	3350, 3450, 3900#, 4200*	3500, 3900#, 4200*	3900#, 4200*	3900#, 4200*	3500, 3900#, 4200*	3350, 3450, 3900#, 4200*
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	8/F, 16/F, 22/F & 27/F	200, 250	150, 200	150, 200	150, 200	150, 200	150, 200	150, 200
	9/F, 17/F & 23/F	200, 250	150, 200	150, 200	150, 200	150, 200	150, 200	150, 200
	28/F	200, 800, 1100	150, 200, 250, 800, 1100	150, 200, 800, 1100	200, 800, 1100	200, 800, 1100	150, 200, 250, 800, 1100	150, 200, 250, 350, 800, 1100

第7座29樓平面圖 (複式低層) BLOCK 7 — 29/F FLOOR PLAN (LOWER DUPLEX)



比例尺SCALE: 0米(M) 5米(M)

備註 Note :

1. 平面圖所列數字為以毫米標示之建築結構尺寸。
 2. 以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。
1. The dimensions of floor plans are all structural dimensions in millimeter.
 2. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

註釋 Explanatory Note :

已預留作喉位管道及濾水設施之沒有遮蓋的面積(已計算入平台面積)：29樓A單位為10.150平方米(109平方呎)。因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。請參閱本售樓說明書第32頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

Uncovered area designated for filtration equipment and pipes (included in the area of flat roof): Flat A on 29/F is 10.150 sq.m. (109 sq.ft.).

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

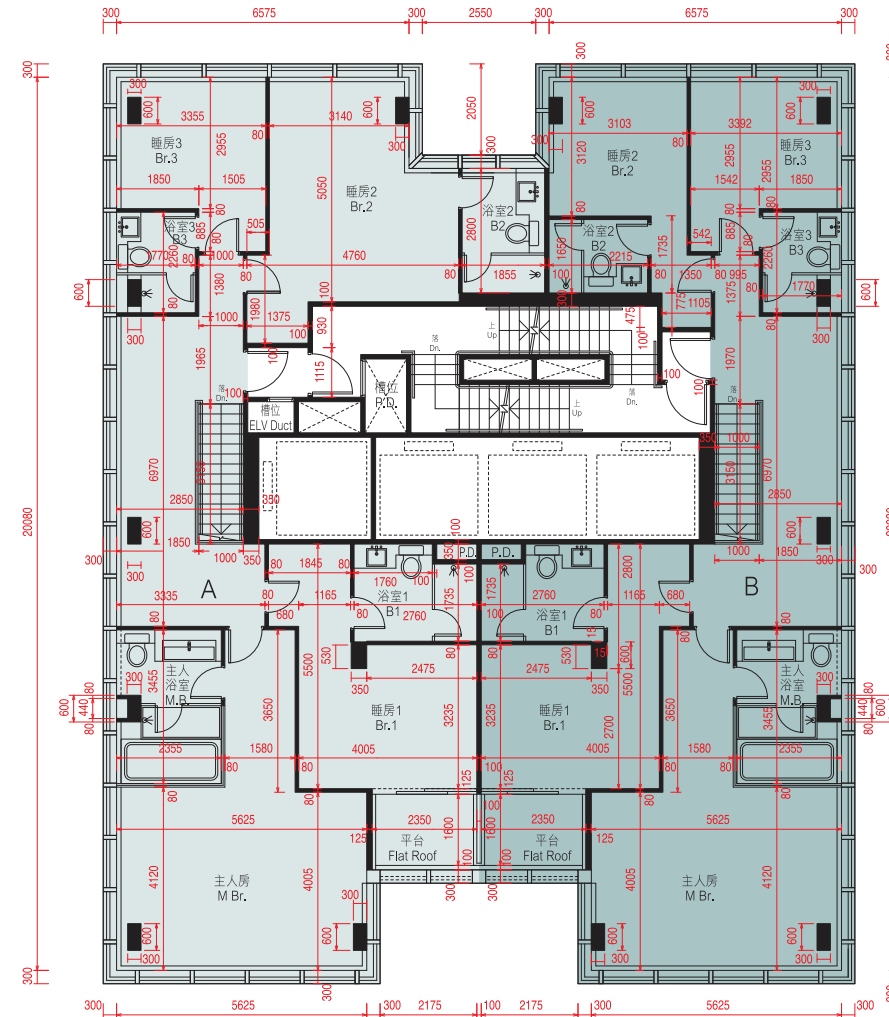
Please refer to page 32 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

每個住宅物業 Each Residential Property	單位 Unit		
	樓層 Floor	A	B
層與層之間的高度 Floor to Floor Height (毫米 mm)	29/F	3340, 3500	3340, 3500
樓板(不包括灰泥)的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	29/F	140, 300	140, 300



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

第7座30樓平面圖 (複式高層) BLOCK 7 — 30/F FLOOR PLAN (UPPER DUPLEX)



比例尺SCALE: 0米(M) 5米(M)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。請參閱本售樓說明書第32頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

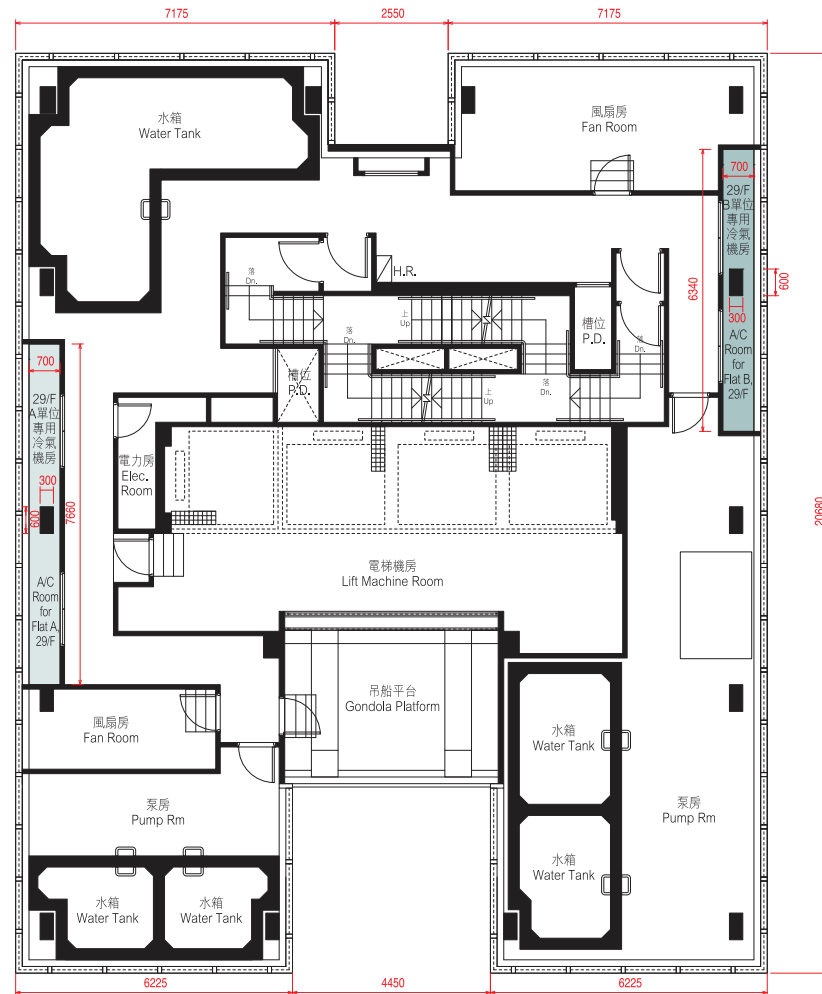
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

Please refer to page 32 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

每個住宅物業 Each Residential Property	單位 Unit		
	樓層 Floor	A	B
層與層之間的高度 Floor to Floor Height (毫米 mm)	30/F	3500	3500
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	30/F	150, 200	150, 200

第7座機電樓層平面圖 BLOCK 7 — ELECTRICAL & MECHANICAL FLOOR PLAN



比例尺SCALE: 0米(M) 5米(M)

每個住宅單位的層與層之間的高度：不適用。
 每個住宅單位的樓板（不包括灰泥）的厚度：不適用。
 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

The floor-to-floor height of each residential property : Not applicable.
 The thickness of the floor slabs (excluding plaster) of each residential property : Not applicable.
 The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
 Note: The dimensions of floor plans are all structural dimensions in millimeter.

名詞及簡稱之圖例 LEGENDS OF THE TERMS AND ABBREVIATIONS

A/C	= 冷氣機平台 Air-conditioning platform
B	= 浴室 Bathroom
B.W.	= 窗台 Bay window
Bal.	= 露台 Balcony
Bal. Cover	= 下層露台上蓋 Top of balcony cover
Br.	= 睡房 Bedroom
Din.	= 飯廳 Dining room
Dn.	= 落 Down
Elec. Room	= 電力房 Electricity room
ELV Duct	= 超低壓電線槽位 Extra-low voltage electricity duct
ELV Room	= 超低壓電力房 Extra-low voltage electricity room
F.R.	= 平台 Flat roof
H.R.	= 喉轆 Hose reel
Kit.	= 廚房 Kitchen
Liv.	= 客廳 Living room
Logistic Rm.	= 物流房 Logistic room
M.B.	= 主人房浴室 Master bathroom
M.Br.	= 主人房 Master bedroom
P.D.	= 管道槽位 Pipe duct
Riser Duct	= 電線槽位 Riser duct
R.S. & M.R.R.	= 垃圾及物料回收房 Refuse storage & material recovery room
St.	= 儲物間 Store
Top of B.W.	= 下層窗台頂 Top of bay window
U.P.	= 工作平台 Utility platform
U.P. Cover	= 下層工作平台上蓋 Top of utility platform cover
W.C.	= 廁所 Washing chamber
W.M.C.	= 水錶位 Water meter cabinet

住宅物業的平面圖的備註:

1. 部分住宅單位的露台、陽台、工作平台、平台或外牆或設有外露之公用喉管，或外牆裝飾板內藏之公用喉管。
2. 部分住宅單位內之部分天花或有跌級樓板，用以安裝上層之機電設備或配合上層之結構、建築設計及/或裝修設計上的需要。
3. 部分住宅單位內或設有假陣或假天花用以安裝冷氣喉管及/或其他機電設備。

Remarks for the Floor Plans of Residential Properties:

1. Common pipes exposed or enclosed in cladding may be located at the balcony, verandah, utility platform, flat roof or external wall of some residential units.
2. There may be sunken slabs at some parts of the ceiling inside some residential units for the installation of mechanical and electrical services of the floor above or due to the structural, architectural and/or decoration design requirements of the floor above.
3. There may be ceiling bulkheads or false ceiling inside some residential units for the installation of air-conditioning conduits and/or other mechanical and electrical services.

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

第8座地下平面圖 (複式低層) BLOCK 8 — GROUND FLOOR PLAN (LOWER DUPLEX)

第8座地下及1樓A單位及B單位在發展項目落成後進行小型工程或獲《建築物條例》豁免的工程而有所改動。該等改動的大概位置已於本樓面平面圖中作標示。

Flat A and Flat B, G/F & 1/F of Block 8 have been altered by way of minor works or exempted works under the Buildings Ordinance after completion of the Development. The approximate locations of alterations are indicated on this floor plan.

第8座地下及1樓A單位的改動工程包括：

- (A) 部分牆體加厚。
- (B) 原廚房、廁所2及兩個儲物間的間隔牆及門被移除，並以不同尺寸的間隔牆及門改建成儲物間1及廁所2。
- (C) 原睡房1和浴室1之間隔牆及門被移除，並以不同尺寸的間隔牆及門改建成睡房1內的儲物間2及浴室1。
- (D) 原睡房1的間隔牆被移除並以不同尺寸的玻璃間隔牆及趟門取代。

Alteration works for Flat A, G/F & 1/F of Block 8 include:

- (A) Part of the wall was thickened.
- (B) Original partition walls and doors of the kitchen, washing chamber 2 and two stores were demolished. Separate Store 1 and washing chamber 2 were re-constructed by adding partition walls and doors in different dimensions.
- (C) Original partition walls and doors of Bedroom 1 and Bathroom 1 were demolished and altered as a Store 2 and Bathroom 1 inside Bedroom 1 by adding partition walls and doors in different dimensions.
- (D) Original partition wall of Bedroom 1 was demolished and replaced by glass partition wall and sliding door in different dimensions.

第8座地下及1樓B單位的改動工程包括：

- (A) 原睡房1的間隔牆及門被移除並以不同尺寸的玻璃間隔牆及趟門取代。
- (B) 部分牆體加厚。
- (C) 樓梯的原扶手被移除並以不同物料及設計的扶手取代。
- (D) 部分樓梯加闊。
- (E) 樓梯的原扶手被移除。新增間隔牆及隱藏門以提供儲物空間。

Alteration works for Flat B, G/F & 1/F of Block 8 include:

- (A) Original partition walls and door of bedroom 1 were demolished and replaced by glass partition walls and sliding door with different dimensions.
- (B) Part of the wall was thickened.
- (C) Original railing of the staircase was demolished and replaced by railing with different material and design.
- (D) Part of the staircase was widened.
- (E) Original railing of the staircase was removed. Partition wall and concealed door were added to provide storage space.

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

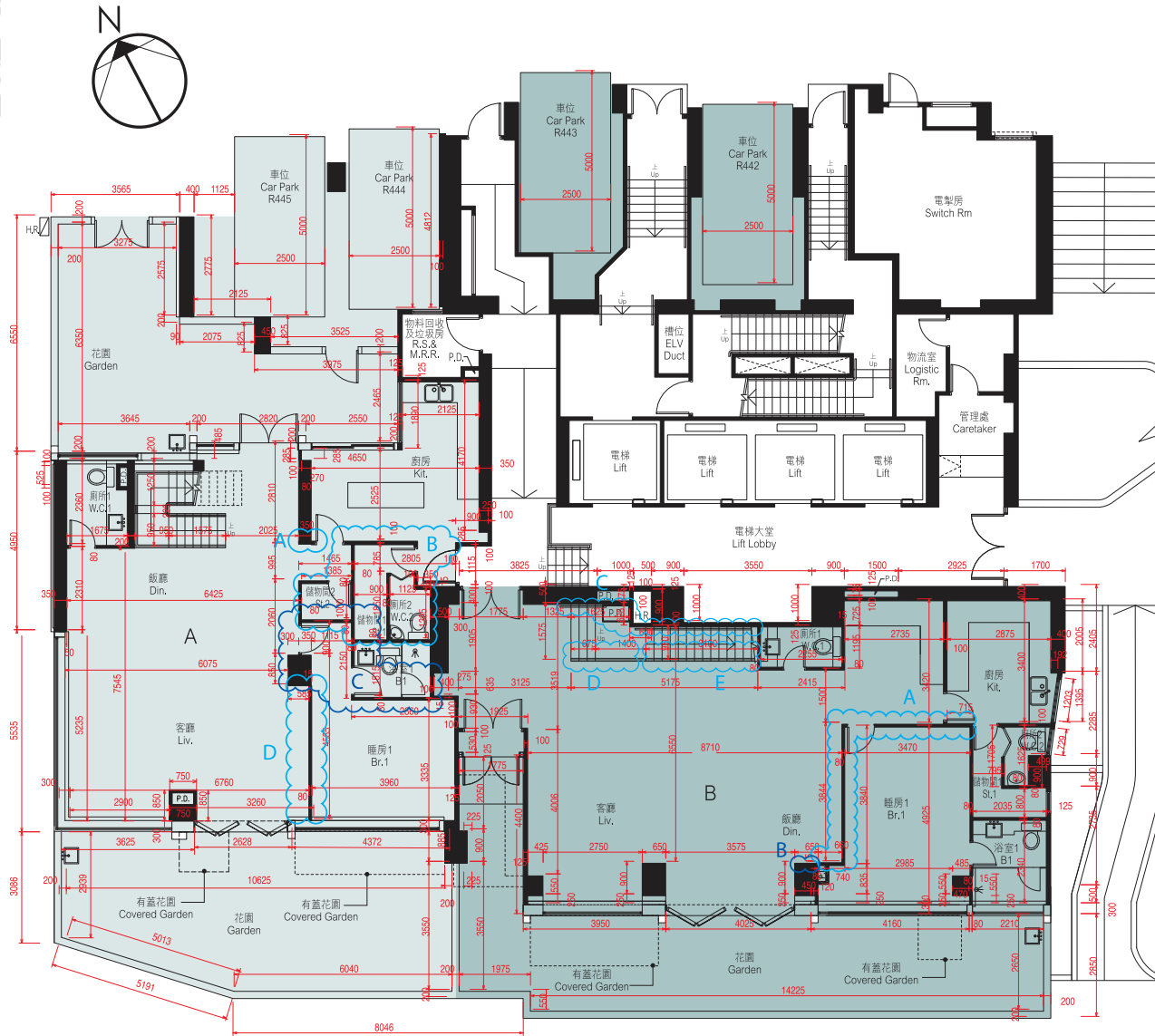
請參閱本售樓說明書第40頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. Please refer to page 40 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

備註 Note:

1. 平面圖所列數字為以毫米標示之建築結構尺寸。
2. 以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。

每個住宅物業 Each Residential Property	單位 Unit		
	樓層 Floor		
層與層之間的高度 Floor to Floor Height (毫米 mm)	G/F	3250, 3500	3500
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	G/F	150, 175, 200, 250	150, 200, 300



比例尺 SCALE: 0米(M) 5米(M)

註釋 Explanatory Note:

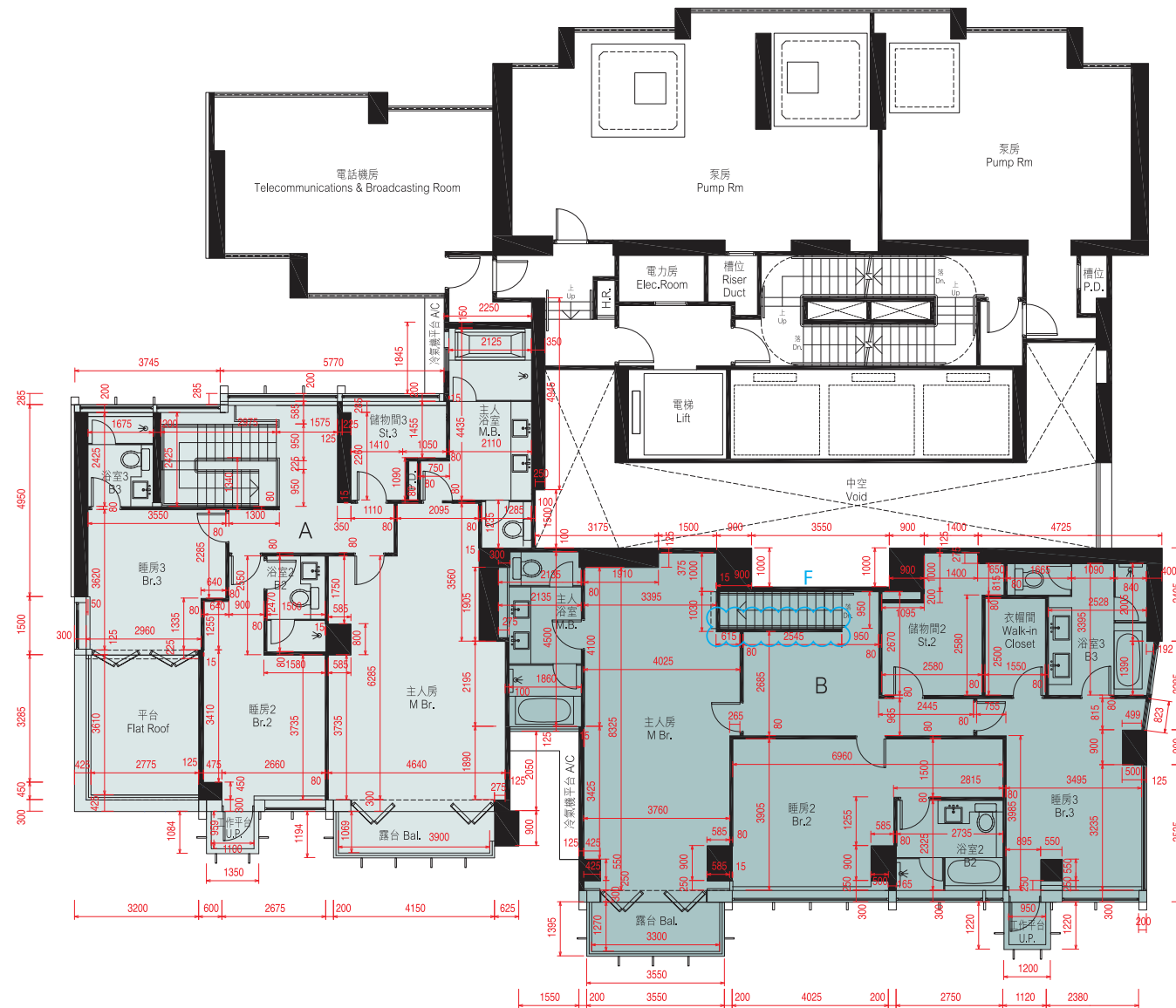
貼鄰住客停車位的面積(不計算入停車位面積或實用面積): 地下A單位為9.301平方米(100平方呎), 地下B單位為6.763平方米(73平方呎)。

由工作平台或露台遮蓋之花園面積(已計算入花園面積): 地下A單位為6.418平方米(69平方呎), 地下B單位為6.416平方米(69平方呎)。根據屋宇署規定, 該面積最少兩邊不可圍封。

Area adjoining residential parking space (not included in the area of parking space or saleable area): Flat A on G/F is 9.301 sq.m. (100 sq.ft.), Flat B on G/F is 6.763 sq.m. (73 sq.ft.).

Area of garden covered by utility platform or balcony (included in the area of garden): Flat A on G/F is 6.418 sq.m. (69 sq.ft.), Flat B on G/F is 6.416 sq.m. (69 sq.ft.). Such areas shall be unenclosed on at least 2 sides as required by Buildings Department.

第8座1樓平面圖 (複式高層) BLOCK 8 — 1/F FLOOR PLAN (UPPER DUPLEX)



第8座地下及1樓A單位及B單位在發展項目落成後進行小型工程或獲《建築物條例》豁免的工程而有所改動。該等改動的大概位置已於本樓面平面圖中作標示。

Flat A and Flat B, G/F & 1/F of Block 8 have been altered by way of minor works or exempted works under the Buildings Ordinance after completion of the Development. The approximate locations of alterations are indicated on this floor plan.

第8座地下及1樓B單位的改動工程包括：

(F) 樓梯的原扶手被移除。

Alteration works for Flat B, G/F & 1/F of Block 8 include :

(F) Original railing of the staircase was removed.

比例尺 SCALE: 0米(M) 5米(M)

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。請參閱本售樓說明書第40頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

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

Please refer to page 40 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

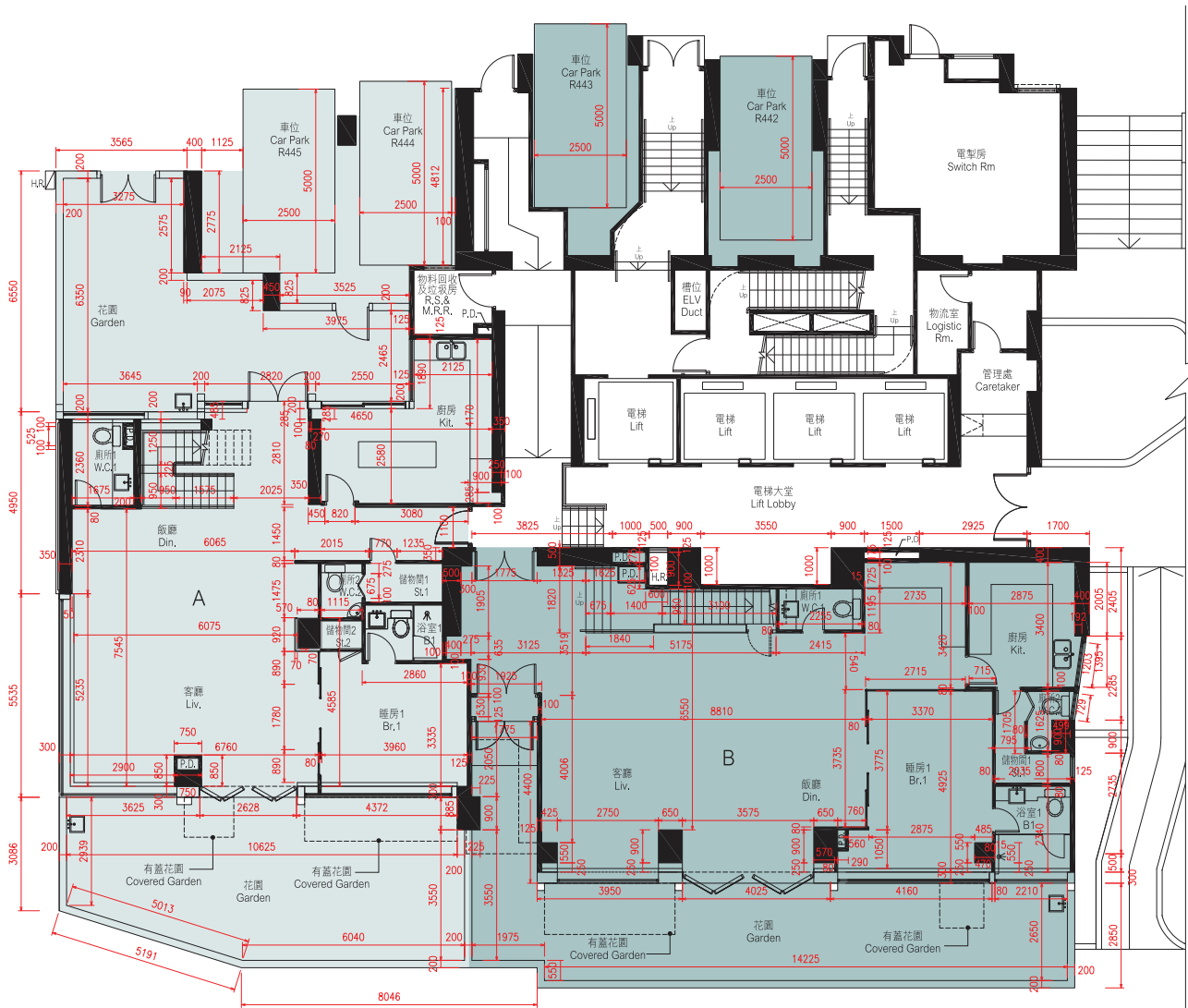
每個住宅物業 Each Residential Property	單位 Unit		
	樓層 Floor	A	B
層與層之間的高度 Floor to Floor Height (毫米 mm)	1/F	3250	3250
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	1/F	150, 200, 225, 250	150, 200, 275, 300

10. 期數的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第8座地下 (複式低層) A單位及B單位之現狀間隔平面圖

AS IS FLOOR PLAN FOR THE GROUND FLOOR (LOWER DUPLEX) OF FLAT A AND FLAT B, BLOCK 8



因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。請參閱本售樓說明書第40頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

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

Please refer to page 40 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

比例尺 SCALE: 0米(M) 5米(M)

備註 Note:

1. 平面圖所列數字為以毫米標示之建築結構尺寸。
 2. 以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。
1. The dimensions of floor plans are all structural dimensions in millimeter.
2. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

註釋 Explanatory Note:

貼鄰住客停車位的面積(不計算入停車位面積或實用面積): 地下A單位為9.301平方米(100平方呎), 地下B單位為6.763平方米(73平方呎)。

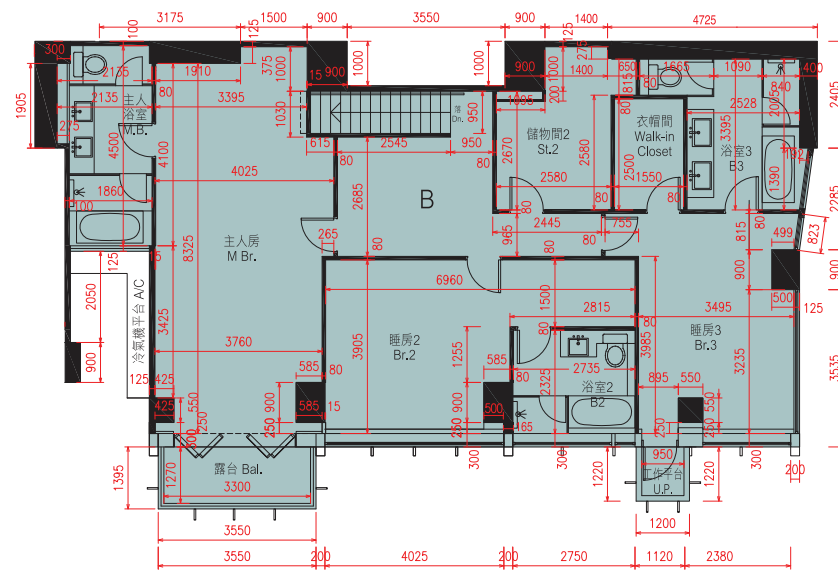
由工作平台或露台遮蓋之花園面積(已計算入花園面積): 地下A單位為6.418平方米(69平方呎), 地下B單位為6.416平方米(69平方呎)。根據屋宇署規定, 該面積最少兩邊不可圍封。

Area adjoining residential parking space (not included in the area of parking space or saleable area): Flat A on G/F is 9.301 sq.m. (100 sq.ft.), Flat B on G/F is 6.763 sq.m. (73 sq.ft.).

Area of garden covered by utility platform or balcony (included in the area of garden): Flat A on G/F is 6.418 sq.m. (69 sq.ft.), Flat B on G/F is 6.416 sq.m. (69 sq.ft.). Such areas shall be unenclosed on at least 2 sides as required by Buildings Department.

每個住宅物業 Each Residential Property	單位 Unit 樓層 Floor	A	B
層與層之間的高度 Floor to Floor Height (毫米 mm)	G/F	3250, 3500	3500
樓板(不包括灰泥)的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	G/F	150, 175, 200, 250	150, 200, 300

第8座1樓平面圖 (複式高層) B單位之現狀間隔平面圖 AS IS FLOOR PLAN FOR 1/F FLOOR PLAN (UPPER DUPLEX) OF FLAT B, BLOCK 8



比例尺 SCALE: 0米(M) 5米(M)

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
請參閱本售樓說明書第40頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

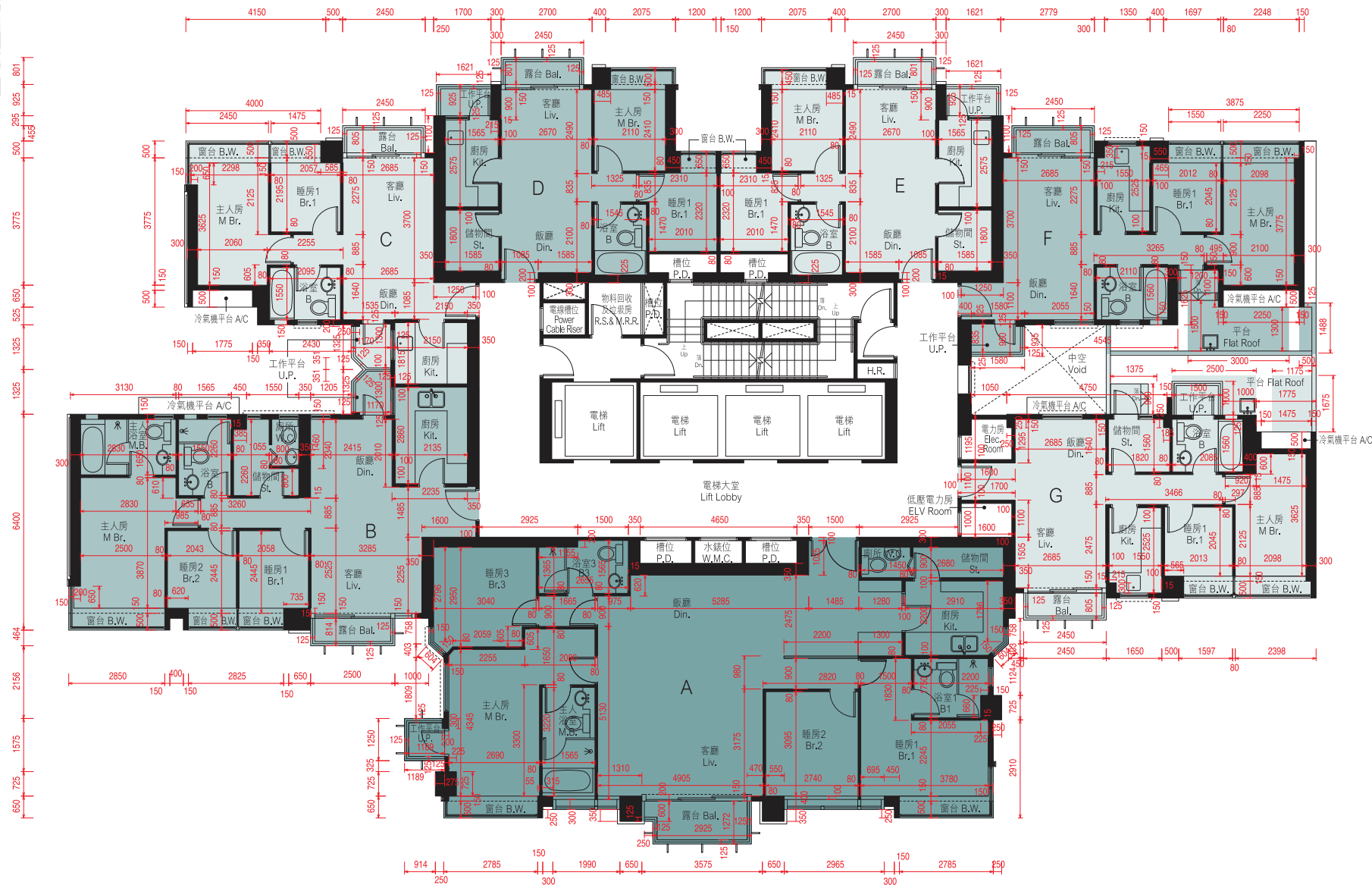
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

Please refer to page 40 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

每個住宅物業 Each Residential Property	單位 Unit 樓層 Floor	B
層與層之間的高度 Floor to Floor Height (毫米 mm)	1/F	3250
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	1/F	150, 200, 275, 300

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

第8座3樓平面圖 BLOCK 8 — 3/F FLOOR PLAN



比例尺SCALE: 0米(M) 5米(M)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
請參閱本售樓說明書第40頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

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

Please refer to page 40 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

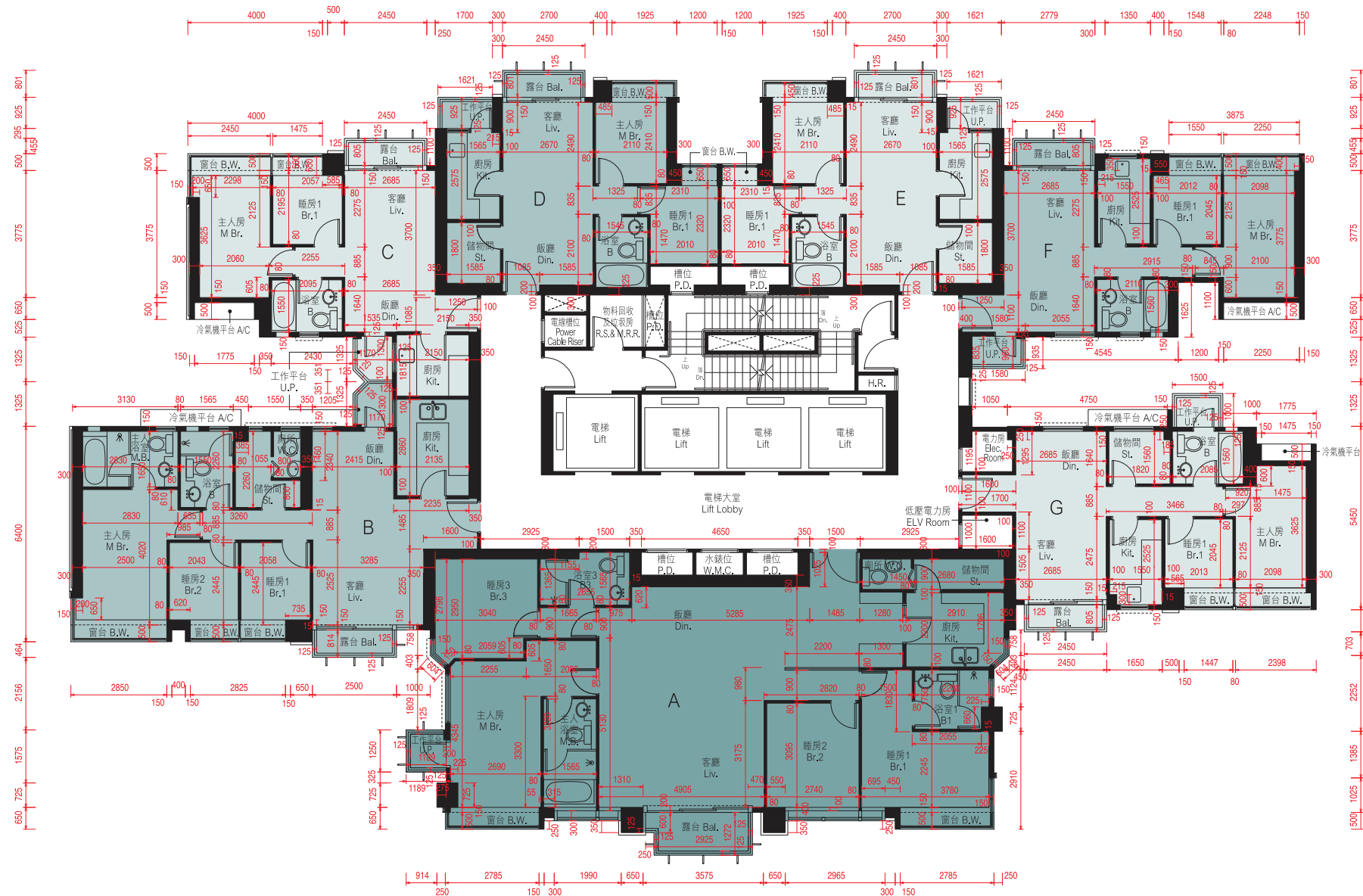
平台空白位置為供維修大廈設備使用的公用地方。

Blank areas on the flat roof are common areas for building facility maintenance.

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

每個住宅物業 Each Residential Property	樓層 Floor	單位 Unit	A	B	C	D	E	F	G
層與層之間的高度 Floor to Floor Height (毫米 mm)	3/F		3150	3150	3150	3150	3150	3150	3150
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	3/F		200, 250	150, 175, 200	150, 200	150, 200	150, 200	150, 200	150, 200

第8座5樓 - 6樓, 9樓 - 11樓, 16樓 - 18樓及21樓 - 23樓平面圖 BLOCK 8 — 5/F - 6/F, 9/F - 11/F, 16/F - 18/F & 21/F - 23/F FLOOR PLAN



比例尺SCALE: 0米(M) 5米(M)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
請參閱本售樓說明書第40頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

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

Please refer to page 40 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

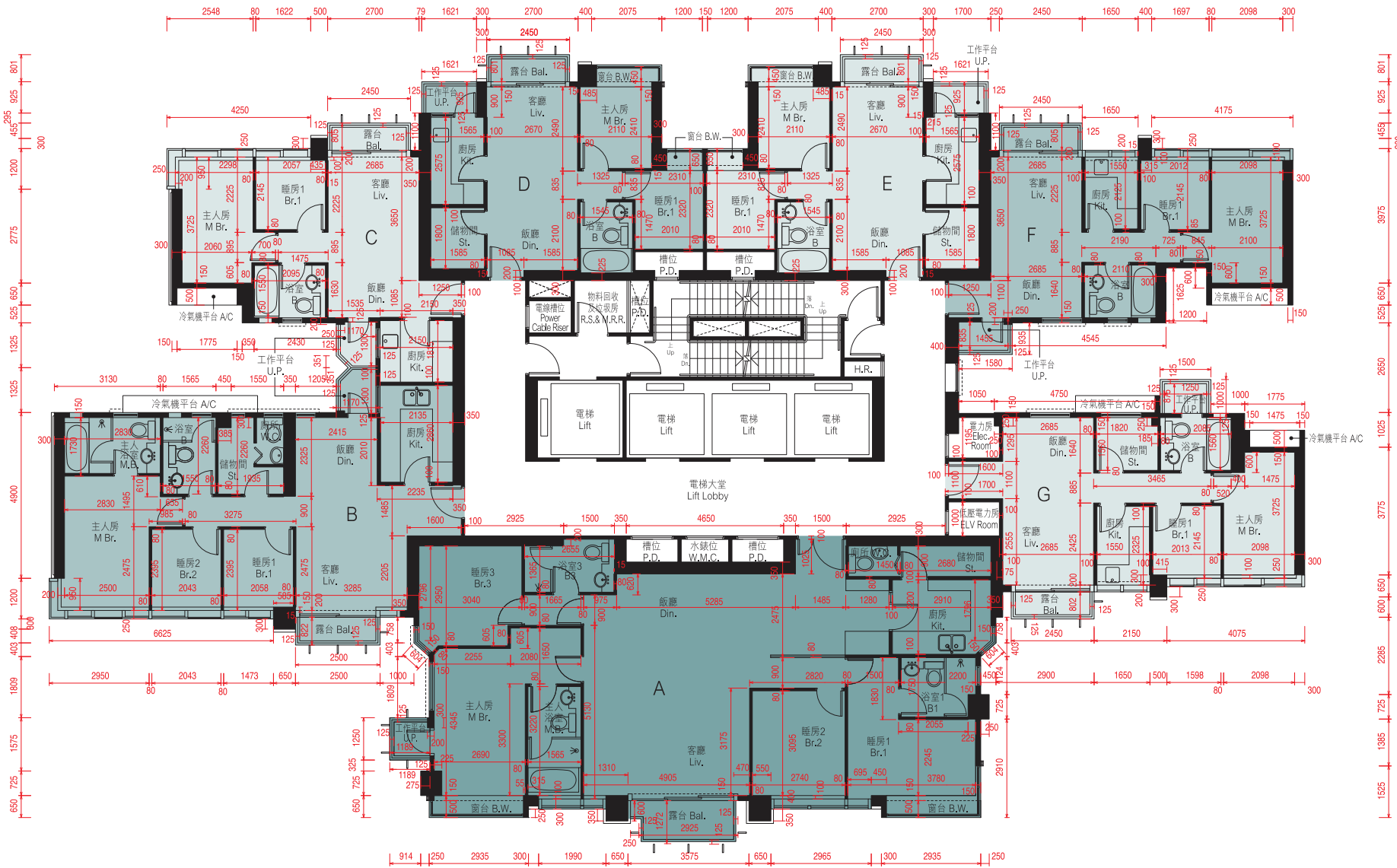
每個住宅物業 Each Residential Property	樓層 Floor	單位 Unit	A	B	C	D	E	F	G
層與層之間的高度 Floor to Floor Height (毫米 mm)	5/F, 9/F - 10/F, 16/F - 17/F, 21/F & 22/F		3150	3150	3150	3150	3150	3150	3150
	6/F, 11/F, 18/F & 23/F		2800, 3150	3150	3150	3150	3150	3150	2900, 3150
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	5/F - 6/F, 9/F - 11/F, 16/F - 18/F & 21/F - 23/F		200, 250	150, 175, 200	125, 150, 200, 325	150, 200	150, 200	150, 200	150, 200

10. 期數的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第8座7樓, 8樓, 12樓, 15樓, 19樓, 20樓, 25樓及26樓平面圖

BLOCK 8 — 7/F, 8/F, 12/F, 15/F, 19/F, 20/F, 25/F & 26/F FLOOR PLAN



比例尺SCALE: 0米(M) 5米(M)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
請參閱本售樓說明書第40頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

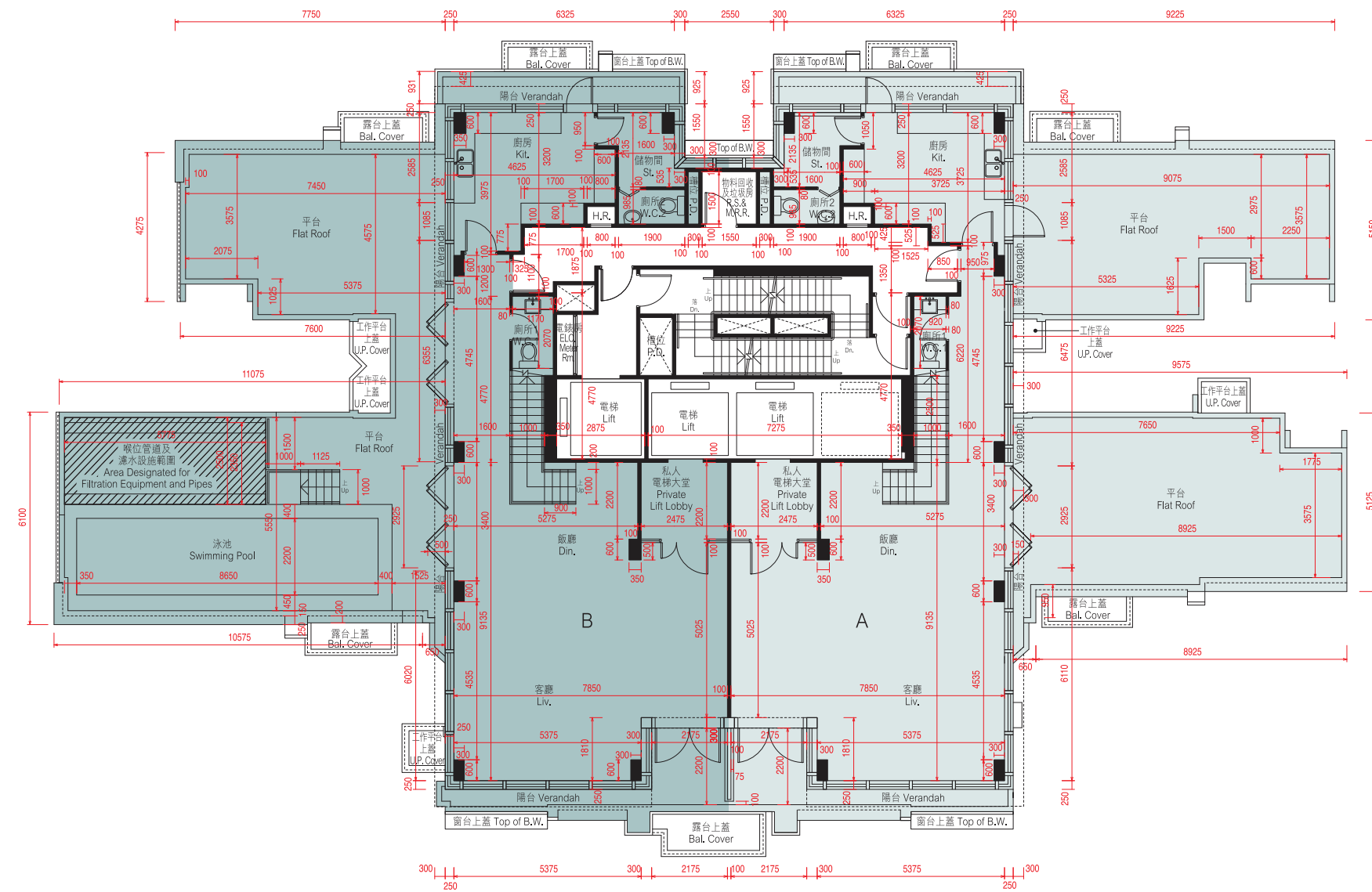
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
Please refer to page 40 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

- # 包括800毫米厚之結構轉換層。
- * 包括1100毫米厚之結構轉換層及混凝土填充層。
- # Including 800mm thick transfer plate.
- * Including 1100mm thick transfer plate and mass concrete fill.

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

每個住宅物業 Each Residential Property	單位 Unit 樓層 Floor	A	B	C	D	E	F	G
		層與層之間的高度 Floor to Floor Height (毫米 mm)	7/F, 12/F, 19/F & 25/F 8/F, 15/F & 20/F 26/F	2800, 3150 2800, 3150 3900#, 4200*	3150 3150 3350, 3550, 3900#, 4200*	3150 3150 3500, 3900#, 4200*	3150 3150 3900#, 4200*	3150 2800, 3150 3900#, 4200*
樓板 (不包括灰泥) 的厚度 Thickness of Floor (excluding plaster) (毫米 mm)	7/F, 12/F, 19/F & 25/F 8/F, 15/F & 20/F 26/F	200, 250 200, 250 200, 800, 1100	150, 175, 200 150, 175, 200 150, 200, 250, 800, 1100	150, 200 150, 200 150, 200, 250, 800, 1100	150, 200 150, 200 200, 800, 1100	150, 200 150, 200 200, 800, 1100	150, 200 150, 200 150, 200, 250, 800, 1100	150, 200 150, 200 150, 200, 250, 800, 1100

第8座27樓平面圖 (複式低層) BLOCK 8 — 27/F FLOOR PLAN (LOWER DUPLEX)



比例尺SCALE: 0米(M) 5米(M)

備註 Note :

1. 平面圖所列數字為以毫米標示之建築結構尺寸。
 2. 以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。
1. The dimensions of floor plans are all structural dimensions in millimeter.
 2. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

註釋 Explanatory Note :

已預留作喉位管道及濾水設施之沒有遮蓋的面積(已計算入平台面積)：27樓B單位為13,571平方米(146平方呎)。因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。請參閱本售樓說明書第40頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

Uncovered area designated for filtration equipment and pipes (included in the area of flat roof): Flat B on 27/F is 13,571 sq.m. (146 sq.ft.).

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

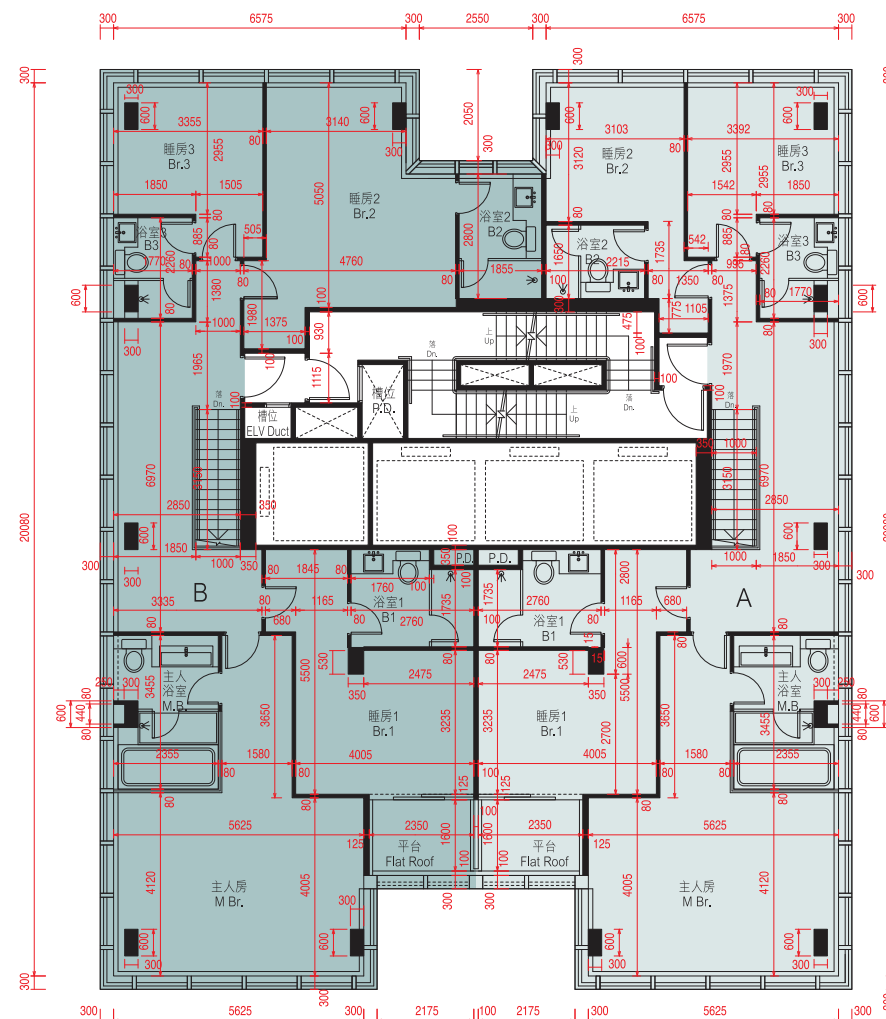
Please refer to page 40 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

每個住宅物業 Each Residential Property	單位 Unit		
	樓層 Floor		
層與層之間的高度 Floor to Floor Height (毫米 mm)	27/F	A 3340, 3500	B 3340, 3500
樓板(不包括灰泥)的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	27/F	A 140, 300	B 140, 300



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

第8座28樓平面圖 (複式高層) BLOCK 8 — 28/F FLOOR PLAN (UPPER DUPLEX)



比例尺SCALE: 0米(M) 5米(M)

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。請參閱本售樓說明書第40頁為住宅物業樓面平面圖而設之備註及名詞及簡稱的圖例。

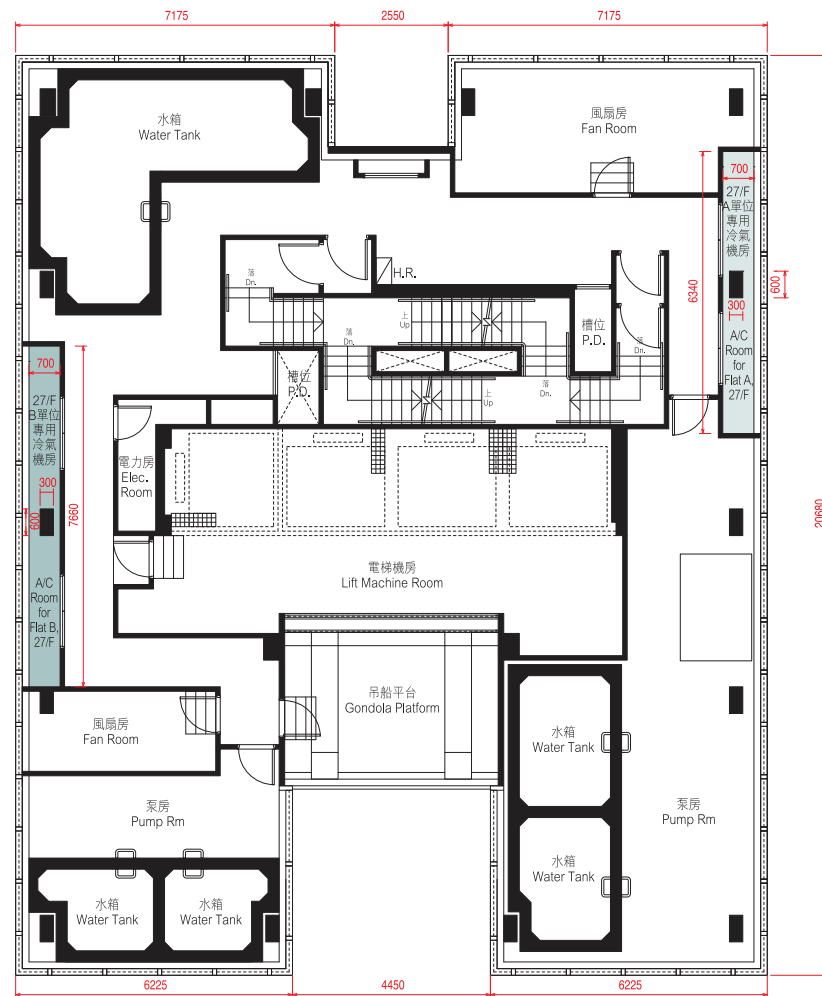
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

Please refer to page 40 of this sales brochure for the remarks and legends of the terms and abbreviations for the floor plans of residential properties.

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
Note: The dimensions of floor plans are all structural dimensions in millimeter.

每個住宅物業 Each Residential Property	單位 Unit		
	樓層 Floor	A	B
層與層之間的高度 Floor to Floor Height (毫米 mm)	28/F	3500	3500
樓板 (不包括灰泥) 的厚度 Thickness of Floor Slab (excluding plaster) (毫米 mm)	28/F	150, 200	150, 200

第8座機電樓層平面圖 BLOCK 8—ELECTRICAL & MECHANICAL FLOOR PLAN



比例尺SCALE: 0米(M) 5米(M)

每個住宅單位的層與層之間的高度：不適用。
 每個住宅單位的樓板（不包括灰泥）的厚度：不適用。
 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

The floor-to-floor height of each residential property : Not applicable.
 The thickness of the floor slabs (excluding plaster) of each residential property : Not applicable.
 The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

備註：平面圖所列數字為以毫米標示之建築結構尺寸。
 Note: The dimensions of floor plans are all structural dimensions in millimeter.

名詞及簡稱之圖例 LEGENDS OF THE TERMS AND ABBREVIATIONS

A/C	= 冷氣機平台 Air-conditioning platform
B	= 浴室 Bathroom
B.W.	= 窗台 Bay window
Bal.	= 露台 Balcony
Bal. Cover	= 下層露台上蓋 Top of balcony cover
Br.	= 睡房 Bedroom
Din.	= 飯廳 Dining room
Dn.	= 落 Down
Elec. Room	= 電力房 Electricity room
ELV Duct	= 超低壓電線槽位 Extra-low voltage electricity duct
ELV Room	= 超低壓電力房 Extra-low voltage electricity room
F.R.	= 平台 Flat roof
H.R.	= 喉轆 Hose reel
Kit.	= 廚房 Kitchen
Liv.	= 客廳 Living room
Logistic Rm.	= 物流房 Logistic room
M.B.	= 主人房浴室 Master bathroom
M.Br.	= 主人房 Master bedroom
P.D.	= 管道槽位 Pipe duct
Riser Duct	= 電線槽位 Riser duct
R.S. & M.R.R.	= 垃圾及物料回收房 Refuse storage & material recovery room
St.	= 儲物間 Store
Top of B.W.	= 下層窗台頂 Top of bay window
U.P.	= 工作平台 Utility platform
U.P. Cover	= 下層工作平台上蓋 Top of utility platform cover
W.C.	= 廁所 Washing chamber
W.M.C.	= 水錶位 Water meter cabinet

住宅物業的平面圖的備註:

1. 部分住宅單位的露台、陽台、工作平台、平台或外牆或設有外露之公用喉管，或外牆裝飾板內藏之公用喉管。
2. 部分住宅單位內之部分天花或有跌級樓板，用以安裝上層之機電設備或配合上層之結構、建築設計及/或裝修設計上的需要。
3. 部分住宅單位內或設有假陣或假天花用以安裝冷氣喉管及/或其他機電設備。

Remarks for the Floor Plans of Residential Properties:

1. Common pipes exposed or enclosed in cladding may be located at the balcony, verandah, utility platform, flat roof or external wall of some residential units.
2. There may be sunken slabs at some parts of the ceiling inside some residential units for the installation of mechanical and electrical services of the floor above or due to the structural, architectural and/or decoration design requirements of the floor above.
3. There may be ceiling bulkheads or false ceiling inside some residential units for the installation of air-conditioning conduits and/or other mechanical and electrical services.

11. 期數中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) 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) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
6	G/F & 1/F 複式單位 Duplex Units	A	241,553 (2,600) 露台 Balcony : 5.0 (54); 工作平台 Utility Platform : 1.5 (16)	-	-	-	10,018 (108)	83,936 (903)	25,000 (269)	-	-	-	-
		B	288,376 (3,104) 露台 Balcony : 5.0 (54); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	106,798 (1,150)	25,000 (269)	-	-	-	-
	3/F	A	135,066 (1,454) 露台 Balcony : 3.961 (43); 工作平台 Utility Platform : 1.5 (16)	-	2,785 (30)	-	-	-	-	-	-	-	-
		B	75,330 (811) 露台 Balcony : 2.071 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,838 (31)	-	-	-	-	-	-	-	-
		C	45,615 (491) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,000 (22)	-	-	-	-	-	-	-	-
		D	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		E	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		F	47,540 (512) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,013 (22)	-	9,168 (99)	-	-	-	-	-	-
		G	50,836 (547) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,963 (21)	-	4,853 (52)	-	-	-	-	-	-
	5/F - 7/F, 10/F - 12/F, 15/F, 18/F - 21/F & 25/F - 28/F	A	135,066 (1,454) 露台 Balcony : 3.961 (43); 工作平台 Utility Platform : 1.5 (16)	-	2,785 (30)	-	-	-	-	-	-	-	-
		B	75,330 (811) 露台 Balcony : 2.071 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,838 (31)	-	-	-	-	-	-	-	-
		C	45,615 (491) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,000 (22)	-	-	-	-	-	-	-	-
		D	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		E	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
F		47,540 (512) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,013 (22)	-	-	-	-	-	-	-	-	
G		50,836 (547) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,963 (21)	-	-	-	-	-	-	-	-	

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) 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) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
6	8/F, 9/F, 16/F, 17/F, 22/F, 23/F, 29/F & 30/F	A	135,066 (1,454) 露台 Balcony : 3.961 (43); 工作平台 Utility Platform : 1.5 (16)	-	2,785 (30)	-	-	-	-	-	-	-	-
		B	76,490 (823) 露台 Balcony : 2.091 (23); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
		C	46,490 (500) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
		D	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		E	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		F	47,723 (514) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
		G	51,329 (553) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
	31/F & 32/F 複式單位 Duplex Units	A	257,580 (2,773) 露台 Balcony : — ; 工作平台 Utility Platform : — 陽台 Verandah : 9.940 (107)	4,438 (48)	-	-	86,916 (936)	-	-	-	-	-	-
		B	270,606 (2,913) 露台 Balcony : — ; 工作平台 Utility Platform : — 陽台 Verandah : 10.931 (118)	5,362 (58)	-	-	102,862 (1,107)	-	-	-	-	-	-

11. 期數中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) 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) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
7	G/F & 1/F 複式單位 Duplex Units	A	288,298 (3,103) 露台 Balcony : 5.0 (54); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	106,666 (1,148)	25,000 (269)	-	-	-	-
		B	272,597 (2,934) 露台 Balcony : 5.0 (54); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	71,173 (766)	12,500 (135)	-	-	-	-
	3/F	A	134,969 (1,453) 露台 Balcony : 3.961 (43); 工作平台 Utility Platform : 1.5 (16)	-	2,785 (30)	-	-	-	-	-	-	-	-
		B	52,505 (565) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,963 (21)	-	4,756 (51)	-	-	-	-	-	-
		C	47,540 (512) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,013 (22)	-	9,167 (99)	-	-	-	-	-	-
		D	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		E	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		F	47,540 (512) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,013 (22)	-	-	-	-	-	-	-	-
		G	52,505 (565) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,963 (21)	-	-	-	-	-	-	-	-
	5/F - 7/F, 10/F - 12/F, 15/F, 18/F - 21/F & 25/F - 26/F	A	134,969 (1,453) 露台 Balcony : 3.961 (43); 工作平台 Utility Platform : 1.5 (16)	-	2,785 (30)	-	-	-	-	-	-	-	-
		B	52,505 (565) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,963 (21)	-	-	-	-	-	-	-	-
		C	47,540 (512) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,013 (22)	-	-	-	-	-	-	-	-
		D	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		E	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
F		47,540 (512) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,013 (22)	-	-	-	-	-	-	-	-	
G		52,505 (565) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,963 (21)	-	-	-	-	-	-	-	-	

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) 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) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
7	8/F, 9/F, 16/F, 17/F, 22/F, 23/F, 27/F & 28/F	A	134,969 (1,453) 露台 Balcony : 3.961 (43); 工作平台 Utility Platform : 1.5 (16)	-	2,785 (30)	-	-	-	-	-	-	-	-
		B	52,997 (570) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
		C	47,723 (514) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
		D	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		E	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		F	47,723 (514) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
		G	52,997 (570) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
	29/F & 30/F 複式單位 Duplex Units	A	269,615 (2,902) 露台 Balcony : — ; 工作平台 Utility Platform : — 陽台 Verandah : 9.940 (107)	5,362 (58)	-	-	86,916 (936)	-	-	-	-	-	-
		B	257,761 (2,775) 露台 Balcony : — ; 工作平台 Utility Platform : — 陽台 Verandah : 10.121 (109)	4,438 (48)	-	-	86,916 (936)	-	-	-	-	-	-

11. 期數中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) 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) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
8	G/F & 1/F 複式單位 Duplex Units	A	246,497 (2,653) 露台 Balcony : 5.0 (54); 工作平台 Utility Platform : 1.5 (16)	-	-	-	10,018 (108)	81,974 (882)	25,000 (269)	-	-	-	-
		B	288,376 (3,104) 露台 Balcony : 5.0 (54); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	49,331 (531)	25,000 (269)	-	-	-	-
	3/F	A	135,066 (1,454) 露台 Balcony : 3.961 (43); 工作平台 Utility Platform : 1.5 (16)	-	2,785 (30)	-	-	-	-	-	-	-	-
		B	75,330 (811) 露台 Balcony : 2.071 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,838 (31)	-	-	-	-	-	-	-	-
		C	45,615 (491) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,000 (22)	-	-	-	-	-	-	-	-
		D	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		E	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		F	47,540 (512) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,013 (22)	-	5,647 (61)	-	-	-	-	-	-
		G	50,836 (547) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,963 (21)	-	4,643 (50)	-	-	-	-	-	-
	5/F - 6/F, 9/F - 11/F, 16/F - 18/F & 21/F - 23/F	A	135,066 (1,454) 露台 Balcony : 3.961 (43); 工作平台 Utility Platform : 1.5 (16)	-	2,785 (30)	-	-	-	-	-	-	-	-
		B	75,330 (811) 露台 Balcony : 2.071 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,838 (31)	-	-	-	-	-	-	-	-
		C	45,615 (491) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,000 (22)	-	-	-	-	-	-	-	-
		D	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		E	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
F		47,540 (512) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	2,013 (22)	-	-	-	-	-	-	-	-	
G		50,836 (547) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,963 (21)	-	-	-	-	-	-	-	-	

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) 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) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
8	7/F, 8/F, 12/F, 15/F, 19/F, 20/F, 25/F & 26/F	A	135,066 (1,454) 露台 Balcony : 3.961 (43); 工作平台 Utility Platform : 1.5 (16)	-	2,785 (30)	-	-	-	-	-	-	-	-
		B	76,490 (823) 露台 Balcony : 2.091 (23); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
		C	46,490 (500) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
		D	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		E	46,135 (497) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	1,525 (16)	-	-	-	-	-	-	-	-
		F	47,723 (514) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
		G	51,329 (553) 露台 Balcony : 2.0 (22); 工作平台 Utility Platform : 1.5 (16)	-	-	-	-	-	-	-	-	-	-
	27/F & 28/F 複式單位 Duplex Units	A	257,580 (2,773) 露台 Balcony : — ; 工作平台 Utility Platform : — 陽台 Verandah : 9.940 (107)	4,438 (48)	-	-	86,916 (936)	-	-	-	-	-	-
		B	270,606 (2,913) 露台 Balcony : — ; 工作平台 Utility Platform : — 陽台 Verandah : 10.931 (118)	5,362 (58)	-	-	102,862 (1,107)	-	-	-	-	-	-

實用面積及屬該住宅物業其他指明項目的面積是按照《一手住宅物業銷售條例》第8條及附表2第2部的計算分別得出的。

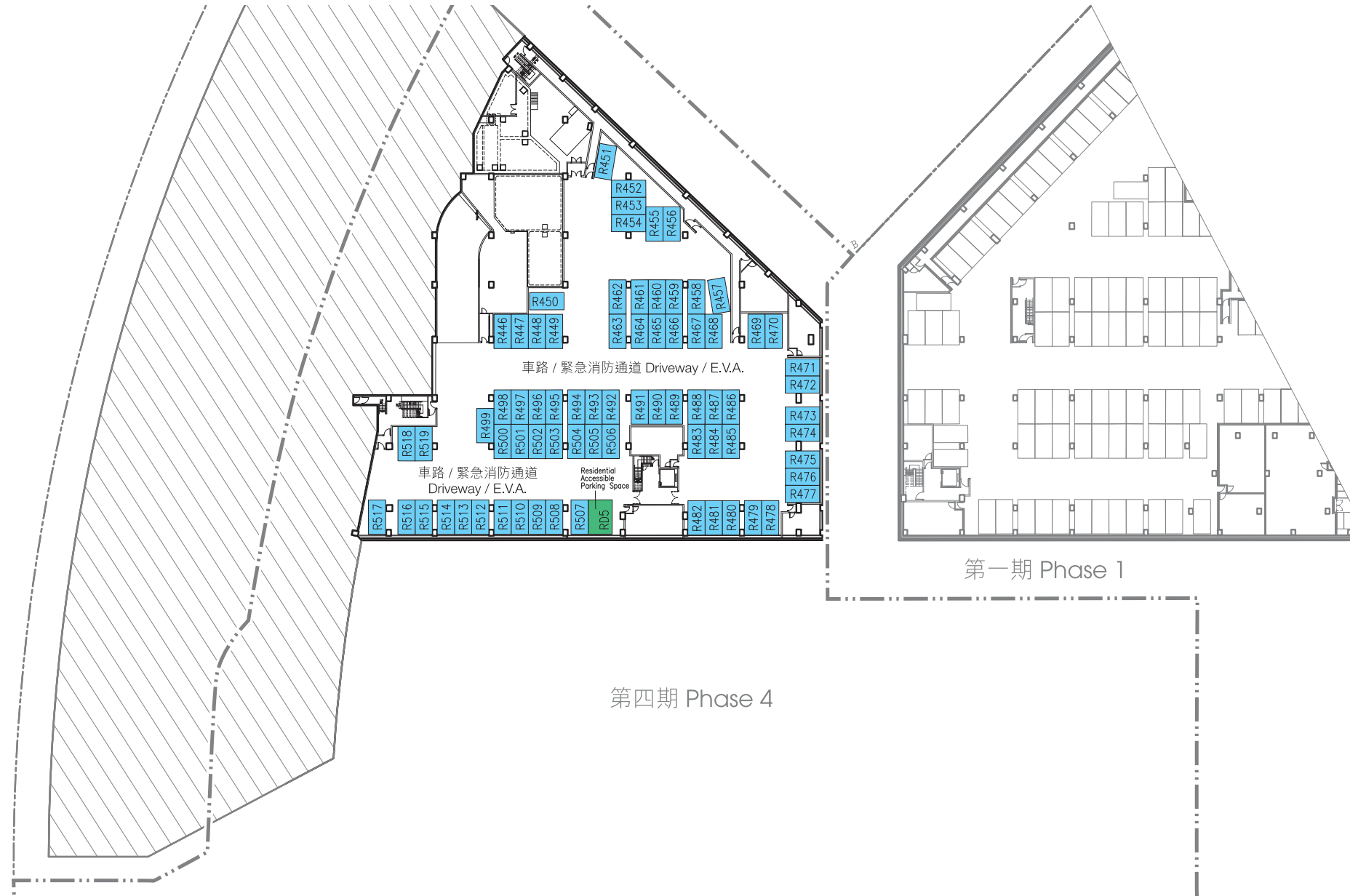
The saleable area and area of other specified items of the residential property are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

備註: 上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米=10.764平方呎換算, 並四捨五入至整數。

Note: Areas in metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

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

地庫平面圖 BASEMENT FLOOR PLAN



發展項目期數的分界線
Boundary line for phases of the development

停車位數目及停車位面積 Number and Area of Parking Spaces

停車位類別 Type of Parking Spaces	位置 Location	數量 No.	尺寸(長 x 闊) (米) Dimension (L x W) (m)	每個車位面積 (平方米) Area of each parking space (sq. m.)
住宅住客車位 Residential Private Parking Space	B/F	74	5.0 x 2.5	12.5
暢通易達停車位 Accessible Car Parking Space	B/F	1	5.0 x 3.5	17.5

地下平面圖 GROUND FLOOR PLAN



停車位數目及停車位面積 Number and Area of Parking Spaces

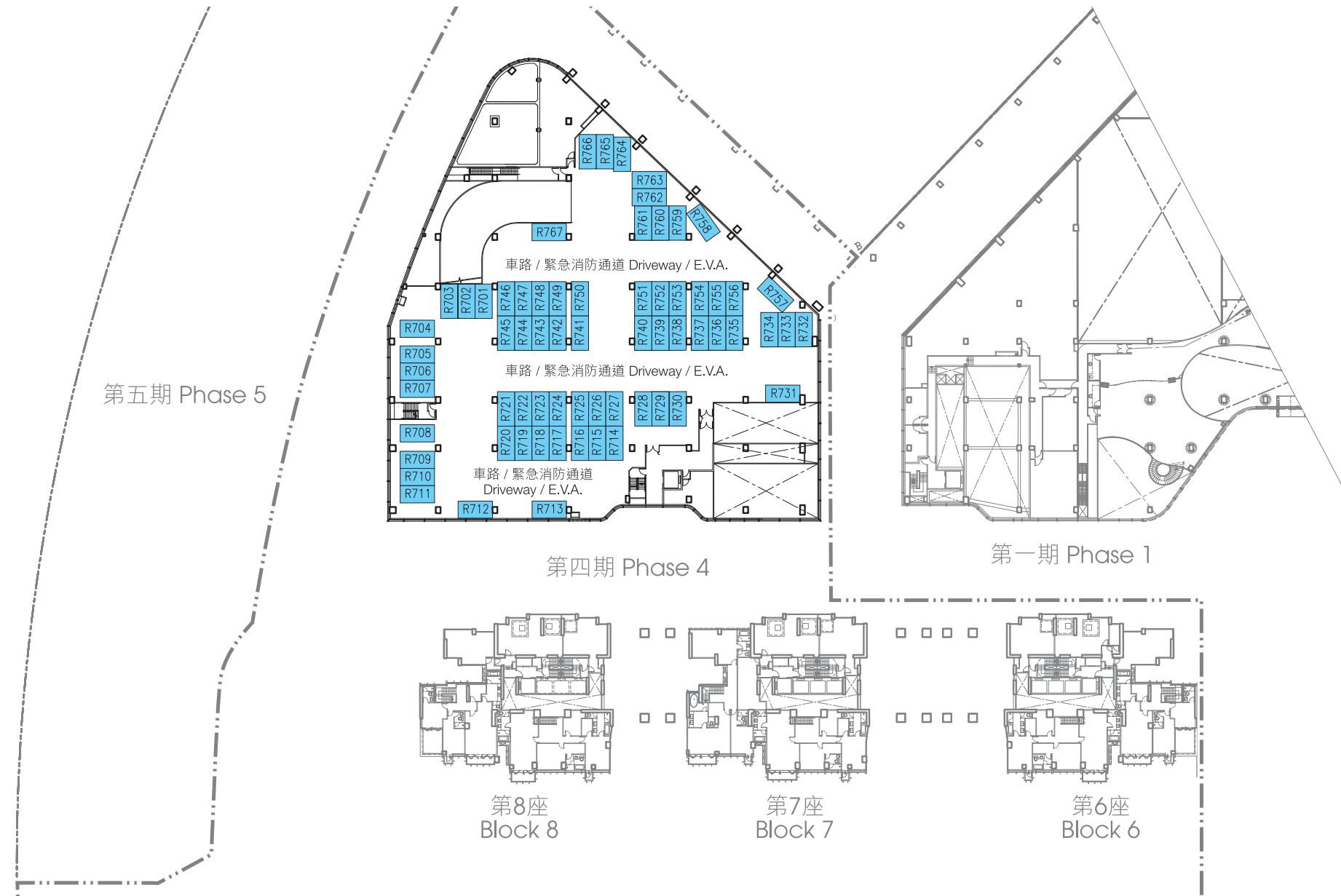
停車位類別 Type of Parking Spaces	位置 Location	數量 No.	尺寸(長 x 闊) (米) Dimension (L x W) (m)	每個車位面積 (平方米) Area of each parking space (sq. m.)
住宅住客車位 Residential Private Parking Space	G/F	45	5.0 x 2.5	12.5
住宅訪客車位 Residential Visitor Parking Space	G/F	15	5.0 x 2.5	12.5
住宅電單車車位 Residential Motorcycle Parking Space	G/F	23	2.4 x 1.0	2.4
住宅訪客電單車車位 Residential Visitor Motorcycle Parking Space	G/F	9	2.4 x 1.0	2.4
住宅單車車位 Residential Bicycle Parking Space	G/F	7	1.5 x 0.8	1.2
住宅上落貨車位 Residential Loading & Unloading Space	G/F	3	11.0 x 3.5	38.5
垃圾車車位 Parking Space for Refuse Collection Operation	G/F	1	12.0 x 5.0	60.0



發展項目期數的分界線
Boundary line for phases of the development

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

一樓平面圖 FIRST FLOOR PLAN



發展項目期數的分界線
Boundary line for phases of the development

停車位數目及停車位面積 Number and Area of Parking Spaces

停車位類別 Type of Parking Spaces	位置 Location	數量 No.	尺寸(長 x 闊) (米) Dimension (L x W) (m)	每個車位面積 (平方米) Area of each parking space (sq. m.)
住宅住客車位 Residential Private Parking Space	1/F	67	5.0 x 2.5	12.5

13. 臨時買賣合約的摘要

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

1. 買方在簽立臨時買賣合約時向賣方(擁有人)繳付相等於樓價5%之臨時訂金。
2. 買方在簽署臨時買賣合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身份持有。
3. 如買方沒有在訂立該臨時買賣合約之後的5個工作日內簽立正式買賣合約 —
 - (i) 該臨時買賣合約即告終止；及
 - (ii) 買方支付的臨時訂金，即予沒收；及
 - (iii) 賣方(擁有人)不得就買方沒有簽立正式買賣合約，而對買方提出進一步申索。

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

14. 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. 發展項目的公用部分

「公用地方與設施」統指屋苑公用地方與設施(供屋苑整體公用及共享)、發展項目住宅公用地方與設施(供住宅發展整體公用及共享)、發展期住宅公用地方與設施(供個別發展期的住宅發展公用及共享)及相關的副公契所指定的屋苑其他公用地方與設施，並在適用的情況下包括《建築物管理條例》(第344章)第2條所指的“公用部分”及《建築物管理條例》(第344章)附表1所列舉的相關公用部分。

屋苑公用地方與設施包括但不限於第一期屋苑公用地方與設施、第二期屋苑公用地方與設施、第三期屋苑公用地方與設施、第四期屋苑公用地方與設施、第五期屋苑公用地方與設施、斜坡及護土牆、安裝或使用天線廣播分導系統或電訊網絡設施的地方、公共天線、污水管、排水渠及所有供屋苑整體公用及共享的地方與設施。

第一期屋苑公用地方包括但不限於第一期基座的外牆(不包括構成第一期商業發展一部分的廣告位及車場告示位)、通行道路(可供進入各期發展)及部分公眾行人通道。第二期屋苑公用地方包括但不限於該些位於第二期內的屋苑公用地方。第三期屋苑公用地方包括但不限於該些位於第三期內的屋苑公用地方。第四期屋苑公用地方包括但不限於該些位於第四期內的屋苑公用地方。第五期屋苑公用地方包括但不限於該些位於第五期內的屋苑公用地方。

發展項目住宅公用地方與設施包括但不限於第一期發展項目住宅公用地方與設施、第二期發展項目住宅公用地方與設施、第三期發展項目住宅公用地方與設施、第四期發展項目住宅公用地方與設施、第五期發展項目住宅公用地方與設施、康樂地方與設施及供所有發展期的住宅發展整體公用及共享的地方與設施。

第一期發展項目住宅公用地方包括但不限於第一期訪客車位及第一期住宅上落客貨車位。第二期發展項目住宅公用地方包括但不限於第二期住宅上落客貨車位。第三期發展項目住宅公用地方包括但不限於第三期住宅上落客貨車位。第四期發展項目住宅公用地方包括但不限於第四期住宅上落客貨車位、第四期訪客電單車位、第四期訪客車位及第四期單車停泊區。第五期發展項目住宅公用地方包括但不限於第五期住宅上落客貨車位及第五期訪客車位。

發展期住宅公用地方與設施包括但不限於第一期住宅公用地方與設施、第二期住宅公用地方與設施、第三期住宅公用地方與設施、第四期住宅公用地方與設施、第五期住宅公用地方與設施、專屬個別發展期的住宅發展內的所有升降機、電線、電纜、導管、水管、排水渠及所有機電裝置及設備；以及供個別發展期的住宅發展公用及共享的地方與設施。

第一期住宅公用地方包括但不限於第一座、第二座、第三座及第五座的外牆(包括玻璃幕牆(其可開啓的部分除外)及冷氣機平台)、入口大堂、升降機大堂、公用走廊及物流房。第二期住宅公用地方包括但不限於第十八座、第十九座、第二十座及第二十一座的外牆(包括玻璃幕牆系統(其可開啓的部分及完全包圍或面向第二期住宅單位的玻璃嵌板除外)及冷氣機平台)、入口大堂、升降機大堂、公用走廊及物流房。第三期住宅公用地方包括但不限於第十六座、第十七座、第二十二座、第二十三座及第二十五座的外牆(包括玻璃幕牆系統(其可開啓的部分及完全包圍或面向第三期住宅單位的玻璃嵌板除外)及冷氣機平台)、入口大堂、升降機大堂、公用走廊及物流房。第四期住宅公用地方包括但不限於第六座、第七座及第八座的外牆(包括玻璃幕牆系統(其可開啓的部分及完全包圍或面向第四期住宅單位的玻璃嵌板除外)及冷氣機平台)、入口大堂、升降機大堂、公用走廊及物流房。第五期住宅公用地方包括但不限於第九座、第十座、第十一座、第十二座及第十五座的外牆(包括玻璃幕牆系統(其可開啓的部分及完全包圍或面向第五期住宅單位的玻璃嵌板除外)及冷氣機平台)、入口大堂、升降機大堂、公用走廊及物流房。

2. 分配予期數中的每個住宅物業的不可分割份數的數目

第6座								
樓層*	室	A	B	C	D	E	F	G
地下及1樓(複式)		262/34,500	310/34,500	-	-	-	-	-
3樓		137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
5樓 - 7樓		137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
8樓 - 9樓		137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
10樓 - 12樓		137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
15樓		137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
16樓 - 17樓		137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
18樓 - 21樓		137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
22樓 - 23樓		137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
25樓 - 28樓		137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
29樓 - 30樓		137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
31樓及32樓(複式)		270/34,500	285/34,500	-	-	-	-	-

第7座								
樓層*	室	A	B	C	D	E	F	G
地下及1樓(複式)		310/34,500	285/34,500	-	-	-	-	-
3樓		137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
5樓 - 7樓		137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
8樓 - 9樓		137/34,500	52/34,500	47/34,500	47/34,500	47/34,500	47/34,500	52/34,500
10樓 - 12樓		137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
15樓		137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
16樓 - 17樓		137/34,500	52/34,500	47/34,500	47/34,500	47/34,500	47/34,500	52/34,500
18樓 - 21樓		137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
22樓 - 23樓		137/34,500	52/34,500	47/34,500	47/34,500	47/34,500	47/34,500	52/34,500
25樓 - 26樓		137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
27樓 - 28樓		137/34,500	52/34,500	47/34,500	47/34,500	47/34,500	47/34,500	52/34,500
29樓及30樓(複式)		282/34,500	270/34,500	-	-	-	-	-

第8座							
樓層* \ 室	A	B	C	D	E	F	G
地下及1樓(複式)	267/34,500	304/34,500	-	-	-	-	-
3樓	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
5樓 - 6樓	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
7樓 - 8樓	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
9樓 - 11樓	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
12樓	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
15樓	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
16樓 - 18樓	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
19樓 - 20樓	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
21樓 - 23樓	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
25樓 - 26樓	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
27樓及28樓(複式)	270/34,500	285/34,500	-	-	-	-	-

*各座不設4樓、13樓、14樓及24樓。

3. 發展項目的管理人的委任年期

管理人首屆任期由主公契日期起計為期兩年，其後續任至按主公契的條文終止管理人的委任為止。

4. 發展項目中的住宅物業的擁有人之間分擔管理開支的基準

每個住宅單位的業主應在每個曆月首日預繳按住宅管理預算案其應繳的年度開支份額的十二份之一的管理費，以分擔屋苑的管理開支(包括管理人酬金)。該應繳的份額比例為：(i)就發展項目住宅管理預算案而言，應與分配給其在已落成發展期內的住宅單位的管理份數佔分配給在屋苑已落成發展期內的所有住宅單位的總管理份數的比例相同；及(ii)就發展期住宅管理預算案而言，應與分配給其住宅單位的管理份數佔分配給在同一發展期內的所有住宅單位的總管理份數的比例相同。

5. 計算管理費按金的基準

管理費按金相等於業主就其單位按首個年度管理預算案計算而須繳付的三個月管理費。

6. 賣方在發展項目中保留作自用的範圍(如有的話)

不適用。

備註：(a) 此公契的摘要包括關乎沙田市地段第502號按日期為2014年1月20日的主公契的摘要、關乎沙田市地段第502號(發展項目第二期)按日期為2015年1月9日的副公契的摘要、關乎沙田市地段第502號(發展項目第三期)按日期為2016年4月7日的副公契的摘要、關乎沙田市地段第502號(發展項目第四期)按日期為2016年9月1日的副公契的摘要及關乎沙田市地段第502號(發展項目第五期)按日期為2017年2月8日的副公契的摘要。

(b) 除非本售樓說明書另有規定，本公契的摘要內所採用的詞彙與該詞彙在主公契及所有副公契內的意思相同。

14. 公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. The common parts of the development

“Common Areas and Facilities” means collectively the Estate Common Areas and Facilities (intended for the common use and benefit of the Estate as a whole), the Development Residential Common Areas and Facilities (intended for the common use and benefit of the Residential Development of all Phases), the Phase Residential Common Areas and Facilities (intended for the common use and benefit of the Residential Development of a particular Phase) and other common areas and facilities to be designated in the relevant Sub-Deeds and, where applicable, includes those appropriate and relevant “common parts” specified in section 2 of the Building Management Ordinance (Cap.344) and those parts specified in Schedule 1 to the Building Management Ordinance (Cap.344).

The Estate Common Areas and Facilities includes but not limited to the Estate Common Areas and Facilities In Phase One, Estate Common Areas and Facilities In Phase Two, Estate Common Areas and Facilities In Phase Three, Estate Common Areas and Facilities In Phase Four, Estate Common Areas and Facilities In Phase Five, Slopes and Retaining Walls, areas for the installation or use of aerial broadcast distribution or telecommunication network facilities, communal aerial, sewers and drains, and such areas and facilities intended for the common use and benefit of the Estate as a whole.

The Estate Common Areas In Phase One includes but not limited to the external walls of the podium in Phase 1 (excluding the Advertising Spaces and the Car Park Signage Spaces which form part of the Commercial Development In Phase One), Access Roadway (providing access to all Phases) and portions of the Public Pedestrian Walkway. The Estate Common Areas In Phase Two includes such parts of the Estate Common Areas in Phase 2. The Estate Common Areas In Phase Three includes such parts of the Estate Common Areas in Phase 3. The Estate Common Areas In Phase Four includes such parts of the Estate Common Areas in Phase 4. The Estate Common Areas In Phase Five includes such parts of the Estate Common Areas In Phase 5.

The Development Residential Common Areas and Facilities includes but not limited to the Development Residential Common Areas and Facilities In Phase One, Development Residential Common Areas and Facilities In Phase Two, Development Residential Common Areas and Facilities In Phase Three, Development Residential Common Areas and Facilities In Phase Four, Development Residential Common Areas and Facilities In Phase Five, Recreational Areas and Facilities, and such areas and facilities intended for the common use and benefit of the Residential Development of all Phases.

The Development Residential Common Areas In Phase One includes but not limited to the Visitors Car Parking Spaces In Phase One and Residential Loading and Unloading Spaces In Phase One. The Development Residential Common Areas In Phase Two includes but not limited to the Residential Loading and Unloading Spaces In Phase Two. The Development Residential Common Areas In Phase Three includes but not limited to the Residential Loading and Unloading Spaces In Phase Three. The Development Residential Common Areas In Phase Four includes but not limited to the Residential Loading and Unloading Spaces In Phase Four, the Visitors Motorcycle Parking Spaces In Phase Four, the Visitors Car Parking Spaces In Phase Four and the Bicycle Parking Areas In Phase Four. The Development Residential Common Areas In Phase Five includes but not limited to the Residential Loading and Unloading Spaces In Phase Five and the Visitors Car Parking Spaces In Phase Five.

The Phase Residential Common Areas and Facilities includes but not limited to the Phase One Residential Common Areas and Facilities, Phase Two Residential Common Areas and Facilities, Phase Three Residential Common Areas and Facilities, Phase Four Residential Common Areas and Facilities, Phase Five Residential Common Areas and Facilities, all lifts, wires, cables, ducts, pipes, drains and all mechanical and electrical installation and equipment exclusively for the Residential Development of a particular Phase, and such

areas and facilities intended for the common use and benefit of the Residential Development of a particular Phase.

The Phase One Residential Common Areas includes but not limited to the external walls (including the curtain walls (except the openable parts thereof) and the air-conditioning platforms), entrance lobbies, lift lobbies, common corridors and logistic service rooms of Block 1, Block 2, Block 3 and Block 5. The Phase Two Residential Common Areas includes but not limited to the external walls (including the curtain wall systems (except the openable parts thereof and such pieces of glass panels wholly enclosing or fronting a Residential Unit In Phase Two) and the air-conditioner platforms), entrance lobbies, lift lobbies, common corridors and logistic service rooms of Block 18, Block 19, Block 20 and Block 21. The Phase Three Residential Common Areas includes but not limited to the external walls (including the curtain wall systems (except the openable parts thereof and such pieces of glass panels wholly enclosing or fronting a Residential Unit In Phase Three) and the air-conditioner platforms), entrance lobbies, lift lobbies, common corridors and logistic service rooms of Block 16, Block 17, Block 22, Block 23 and Block 25. The Phase Four Residential Common Areas includes but not limited to the external walls (including the curtain wall systems (except the openable parts thereof and such pieces of glass panels wholly enclosing or fronting a Residential Unit In Phase Four) and the air-conditioner platforms), entrance lobbies, lift lobbies, common corridors and logistic service rooms of Block 6, Block 7 and Block 8. The Phase Five Residential Common Areas includes but not limited to the external walls (including the curtain wall systems (except the openable parts thereof and such pieces of glass panels wholly enclosing or fronting a Residential Unit In Phase Five) and the air-conditioner platforms), entrance lobbies, lift lobbies, common corridors and logistic service rooms of Block 9, Block 10, Block 11, Block 12 and Block 15.

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

Block 6								
Floor* \ Flat	A	B	C	D	E	F	G	
G/F & 1/F (Duplex)	262/34,500	310/34,500	-	-	-	-	-	-
3/F	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500	
5/F - 7/F	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500	
8/F - 9/F	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500	
10/F - 12/F	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500	
15/F	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500	
16/F - 17/F	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500	
18/F - 21/F	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500	
22/F - 23/F	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500	
25/F - 28/F	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500	
29/F - 30/F	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500	
31/F & 32/F (Duplex)	270/34,500	285/34,500	-	-	-	-	-	

Block 7							
Floor* \ Flat	A	B	C	D	E	F	G
G/F & 1/F (Duplex)	310/34,500	285/34,500	-	-	-	-	-
3/F	137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
5/F - 7/F	137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
8/F - 9/F	137/34,500	52/34,500	47/34,500	47/34,500	47/34,500	47/34,500	52/34,500
10/F - 12/F	137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
15/F	137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
16/F - 17/F	137/34,500	52/34,500	47/34,500	47/34,500	47/34,500	47/34,500	52/34,500
18/F - 21/F	137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
22/F - 23/F	137/34,500	52/34,500	47/34,500	47/34,500	47/34,500	47/34,500	52/34,500
25/F - 26/F	137/34,500	54/34,500	49/34,500	47/34,500	47/34,500	49/34,500	54/34,500
27/F - 28/F	137/34,500	52/34,500	47/34,500	47/34,500	47/34,500	47/34,500	52/34,500
29/F & 30/F (Duplex)	282/34,500	270/34,500	-	-	-	-	-

Block 8							
Floor* \ Flat	A	B	C	D	E	F	G
G/F & 1/F (Duplex)	267/34,500	304/34,500	-	-	-	-	-
3/F	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
5/F - 6/F	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
7/F - 8/F	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
9/F - 11/F	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
12/F	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
15/F	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
16/F - 18/F	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
19/F - 20/F	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
21/F - 23/F	137/34,500	78/34,500	47/34,500	47/34,500	47/34,500	49/34,500	52/34,500
25/F - 26/F	137/34,500	76/34,500	46/34,500	47/34,500	47/34,500	47/34,500	51/34,500
27/F & 28/F (Duplex)	270/34,500	285/34,500	-	-	-	-	-

*4/F, 13/F, 14/F and 24/F are omitted for all blocks.

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

The Manager is to be appointed for an initial term of two years from the date of the Principal Deed of Mutual Covenant and to be continued thereafter until the termination of the Manager's appointment in accordance with the provisions thereof.

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

The Owner of each Residential Unit shall contribute towards the management expenses (including the Manager's remuneration) of the Estate by paying in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget which due proportion shall be : (i) in so far as the Development Residential Management Budget is concerned, the same proportion as the number of Management Units allocated to his Residential Unit in the Completed Phases bears to the total number of Management Units allocated to all the Residential Units in the Completed Phases within the Estate; and (ii) in so far as the Phase Residential Management Budget is concerned, the same proportion as the number of Management Units allocated to his Residential Unit bears to the total number of Management Units allocated to all Residential Units in the same Phase of his Residential Unit.

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

The management fee deposit is equivalent to three months' management contribution based on the first annual Management Budget payable by the Owner in respect of his Unit.

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

Not applicable.

Note: (a) This Summary of Deed of Mutual Covenant includes the summary of the Principal Deed of Mutual Covenant in respect of Sha Tin Town Lot No.502 dated 20th January 2014, the summary of the Sub-Deed of Mutual Covenant in respect of Sha Tin Town Lot No.502 (Phase 2 of the development) dated 9th January 2015, the summary of the Sub-Deed of Mutual Covenant in respect of Sha Tin Town Lot No.502 (Phase 3 of the development) dated 7th April 2016, the summary of the Sub-Deed of Mutual Covenant in respect of Sha Tin Town Lot No.502 (Phase 4 of the development) dated 1st September 2016 and the summary of the Sub-Deed of Mutual Covenant in respect of Sha Tin Town Lot No. 502 (Phase 5 of the development) dated 8th February 2017.

(b) Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning of such terms in the Principal Deed of Mutual Covenant and all Sub-Deeds of Mutual Covenant.



15. 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位於沙田市地段第502號(「該地段」)。
2. 「該地段」的批租年期為2010年2月4日開始50年。
3. 「批地文件」第(12)條特別批地條款訂明：
「該地段」或其任何部分或現已或將會建於該處的任何建築物或任何建築物部分，除作非工業用途外(不包括貨倉、寫字樓、酒店及加油站)，不可作任何其他用途。
4. 「批地文件」第(6)條特別批地條款訂明：
 - (a) 「承批人」必須：
 - (i) 在「本協議」訂立日(即2010年2月4日)起九十六(96)個曆月內(或「署長」批准之其他延長期限)，自費以「署長」批准的方式及物料，按「署長」批准的標準、水平、定線和設計進行下列工程，以全面令「署長」滿意：
 - (I) 鋪設及塑造在「批地文件」所夾附圖則 I 以綠色顯示的日後興建公共道路範圍(以下簡稱「綠色範圍」)；及
 - (II) 提供和興建「署長」自行酌情為需要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」)，以致可在「綠色範圍」興建建築物及供車輛和行人往來。
 - (ii) 在「本協議」訂立日(即2010年2月4日)起九十六(96)個曆月內或「署長」批准之其他延長期限，自費以「署長」滿意的方式在「綠色範圍」表面整飭、興建路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通燈、街道設施及道路標記；及
 - (iii) 自費維持「綠色範圍」和「構築物」及在該處興建、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通燈、街道設施、道路標記及機器，以令「署長」滿意，直至按照「批地文件」第(7)條特別批地條款交還「綠色範圍」的佔管權為止。
5. 「批地文件」第(7)條特別批地條款訂明：
「綠色範圍」必須在「政府」要求時交回「政府」，而於任何情況下，倘「署長」發信表示其滿意接受「承批人」圓滿履行「批地文件」規定，「綠色範圍」即被視作已交回「政府」。「承批人」佔管「綠色範圍」期間，必須在所有合理時間允許所有「政府」及公共車輛和行人免費通行及經越「綠色範圍」，並需確保任何根據「批地文件」第(6)條特別批地條款等進行的工程不會干預或妨礙通行。
6. 「批地文件」第(10)條特別批地條款訂明：
「承批人」必須在「該地段」興建一座或多座建築物以作發展，有關工程必須全面遵從「批地文件」及香港現時或於任何時間生效的所有關於建築、衛生及規劃之條例、附例及規例。此等建築物必須在2018年3月31日或之前建成並適宜居住。

7. 「批地文件」第(13)條特別批地條款訂明：

未經「署長」事先書面同意，任何人不得移除或干擾種植在「該地段」上或毗連「該地段」附近的樹木。當「署長」發出書面同意時，可施加其認為合適的關於樹木移植、補償性園景建構或重植的條款。

8. 「批地文件」第(14)條特別批地條款訂明：

「承批人」必須自費在無建築結構的「該地段」範圍和平台(如有者)作環境美化及栽種樹木和灌木，其後並需維持和保持該處清潔、整齊及健康以全面令「署長」滿意。

9. 「批地文件」第(19)條特別批地條款訂明：

(c) 倘任何康樂設施或該處的附屬設施(以下簡稱「豁免設施」)根據本特別批地條款(b)次條規定豁免計入樓面面積：

- (ii) 「承批人」必須自費維持「豁免設施」有妥善及充足的維修和良好及堅固的狀態，並必須運作「豁免設施」達致「署長」滿意；及
- (iii) 「豁免設施」只供現已或將會興建於「該地段」各住宅大廈的居民及彼等之真正訪客使用，任何其他人等不准使用。

10. 「批地文件」第(20)條特別批地條款訂明：

(a) (ii) 看更或管理員辦事處或兩者除供完全及必須受僱於「該地段」工作的看更或管理員作辦事處外，不得作任何其他用途。

11. 「批地文件」第(21)條特別批地條款訂明：

(a) (ii) 看更或管理員宿舍或兩者除供完全及必須受僱於「該地段」工作的看更或管理員作住所外，不得作任何其他用途。

12. 「批地文件」第(22)條特別批地條款訂明：

(a) (i) 「業主立案法團」或「業主委員會」辦事處除供現已或將會興建於「該地段」各建築物而成立或將會成立的「業主立案法團」或「業主委員會」作舉行會議及辦理行政事務外，不得作任何其他用途。

13. 「批地文件」第(23)條特別批地條款訂明：

「承批人」必須自費並令教育局局長滿意在「該地段」房舍範圍提供一所總樓面面積不小於840平方米的幼稚園包括7間教室和其他配套設施，此幼稚園需經營至全面令教育局局長滿意。

14. 「批地文件」第(24)條特別批地條款訂明：

(a) 「承批人」必須在「本協議」訂立日(即2010年2月4日)起九十六(96)個曆月內，自費以「署長」全面滿意的方式鋪設、塑造、提供、興建和表面整飭連續或分段的行人路或行人道(連同「署長」自行酌情為需要的樓梯、斜路、照明裝置及自動扶梯)(以下簡稱「公眾行人通道」)，位置、方式、物料、標準、水平、定線及設計需經「署長」批准，以作本特別批地條款(b)次條所載的用途。

- (b) 「公眾行人通道」必須依循最短的可行路線或「署長」批准的其他路線，寬度必須不可少於7.6米及不可多於20米，又或「署長」批准的其他寬度，其中最少6米或「署長」批准之其他最低寬度範圍必須有蓋。「承批人」必須完善興建及設計「公眾行人通道」，以連同「批地文件」所夾附圖則I所示並註明為「有蓋行人天橋」及「建議日後興建行人天橋」。
- (c) 「承批人」必須在本文協定的整個批租年期內自費維持「公眾行人通道」有妥善及充足的維修和良好及堅固的狀態，以達致全面令「署長」滿意。
- (d) 「承批人」必須在本文協定的整個批租年期內維持「公眾行人通道」每日24小時開放，免費供公眾暢通無阻地使用。

15. 「批地文件」第(25)條特別批地條款訂明：

- (a) 「承批人」必須在「本協議」訂立日(即2010年2月4日)起九十六(96)個曆月內或「署長」批准之其他期限，自費以「署長」全面滿意的方式興建：
- (i) 一座「署長」指定或批准的單層有蓋行人天橋(以下簡稱「有蓋行人天橋」)連同所有支承件及連接段(包括「署長」自行酌情認為需要日後連接「有蓋行人天橋」所需的任何支承件及連接段)，約略位置為「批地文件」所夾附圖則I註明為「有蓋行人天橋」的地點。興建「有蓋行人天橋」必須採用「署長」指定及批准的物料、標準、水平、定線、佈局和設計，其中包括但不限於提供及興建「署長」自行酌情為必要的支承件、斜路、相關樓梯及樓梯平台、自動扶梯、電梯及其內外配件及固定裝置與照明裝置。「有蓋行人天橋」必須連接「批地文件」所夾附圖則I所示通往馬鞍山鐵路烏溪沙站的現有行人天橋，連接高度為高於香港主水平基準16.45米或「署長」批准之其他水平，惟必須留有7.6米內淨寬度及3.8米內淨空高度或「署長」批准之其他寬度或高度。
- (ii) 支承件及連接段(以下簡稱「行人天橋支承件及連接段」)於「該地段」或將會建於「該地段」的各建築物內，其物料、規格、標準、連接點和水平必須由「署長」就着建議於「批地文件」所夾附圖則I所示約略位置並分別註明為「有蓋行人天橋」及「建議日後興建行人天橋」的兩條建議的行人天橋所指定及批准，以便兩條建議的行人天橋興建及連通「該地段」，並讓行人經由兩條建議的行人天橋往來「公眾行人通道」。
- (c) (i) 除供公眾步行或乘坐輪椅通行外，「有蓋行人天橋」及「行人天橋支承件及連接段」不可作任何其他用途。
- (ii) 如非「署長」批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」及「行人天橋支承件及連接段」的任何外部或內部作廣告用途或展示任何招牌、告示或海報。
- (iii) 「承批人」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」及「行人天橋支承件及連接段」的任何人士或在之下經過的車輛或任何毗鄰或毗連地段或處所的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。
- (iv) 於「有蓋行人天橋」及「行人天橋支承件及連接段」存在期間，「承批人」不論日夜均必須時刻允許所有公眾免費步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」及「行人天橋支承件及連接段」，以作所有合法用途。
- (v) 「承批人」必須自費保持「有蓋行人天橋」及「行人天橋支承件及連接段」無論日夜也時刻照明充足以達致「署長」滿意及以便行人安全通行。

- (d) 「承批人」、其傭僕、工人及承辦商因應「有蓋行人天橋」及「行人天橋支承件及連接段」的興建、改建、修理和維修作出或漏作任何行為，以致「政府」、其官員、代理、承辦商、工人或其他獲「政府」正式授權人員招致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費或索求，「承批人」必須向彼等賠償並確保其免責。
- (e) 「承批人」必須在本文協定的整個批租年期內，自費保養、管理、維持、修理及清潔「承批人」按照本特別批地條款(f)次條規定提供之「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分或更換部分以使妥善及充足的維修和良好及堅固的狀態，達致全面令「署長」滿意。
- (f) 如「該地段」或該處任何部分進行重建，以致必須拆卸「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分，「承批人」必須在「署長」指定的期限內自費以「署長」全面滿意的方式進行更換工程，以興建及完成興建新的有蓋行人天橋及行人天橋支承件及連接段或其任何部分，有關的標準及設計、物料、寬度、水平和位置由「署長」批准或指定。

16. 「批地文件」第(27)條特別批地條款訂明：

- (a) 如非事前獲得「路政署署長」書面批准，不可在「批地文件」所夾附圖則I的粉紅色加黑斜線、粉紅色加黑斜線及黑點及粉紅色加黑斜線黑十字線及黑點顯示的範圍(以下簡稱「維修通道區」)以上、以下、上方、下方或以內搭建或興建任何建築物或構築物或任何建築物或構築物的支承件(包括圍牆及圍欄)。
- (c) 「政府」及其正式授權的官員、承辦商及彼等之工人及彼等正式授權的任何其他人等(以下統稱「獲授權人等」)，在事前向「承批人」發出合理通知後，不論是否攜帶工具、設備或機器，有權利在不受限制及免付費地進出、再進出及通行「維修通道區」，以便進行「政府」規定或授權的毗連護土結構現場勘察、維修工程及現場檢查。

17. 「批地文件」第(33)條特別批地條款訂明：

- (a) 如非事前獲得「署長」書面批准，不得干擾或移除該地段或其任何部分或任何毗鄰「政府」土地上現存的墳墓、「伯公」或「金塔」。
- (b) 在得到本特別批地條款(a)次條所指「署長」的批准之後，承批人應自費遷移該等墳墓、「伯公」和「金塔」，以達到「署長」滿意的程度為止，並應遵守「署長」關於該等遷移工程的任何要求。承批人應保證「政府」和「署長」免於因為任何墳墓、「伯公」和「金塔」的遷移或損毀而引起或伴隨的一切法律行動、訴訟、費用、索償(包括「墓符」儀式)和要求而蒙受損失。
- (c) 遵從本特別批地條款(a)及(b)次條規定，不得於「該地段」豎立或建造墳墓或骨灰龕，亦不得於「該地段」安葬或存放任何人類骸骨或動物骸骨，無論是否安葬或存放在陶罐、骨灰甕或其他器皿。

18. 「批地文件」第(35)條特別批地條款訂明：

- (a) (iv) 根據本特別批地條款(a)(i)及(a)(iii)次條提供的車位(即「住宅車位」及「訪客車位」)只可分別作上述次條訂明的用途，不可作任何其他用途，其中特別禁止在此等車位存放、陳列或展示車輛招售等。
- (b) (iii) 根據本特別批地條款(b)(i)次條提供的車位(即非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)車位)只可用於停泊根據《道路交通條例》或其任何附屬規例及修訂法例持牌並且屬於現已或將會興建於「該地段」作上述次條所訂相關用途之各建築物佔用人及彼等真正訪客、來賓或賓客的車輛，其中特別禁止在車位存放、陳列或展示車輛招售等。



15. 批地文件的摘要

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- (c) (iii) 根據本特別批地條款(c)(i)次條提供的車位(即「傷殘人士車位」)只可用於停泊《道路交通條例》或其附屬規例及修訂法例界定為傷殘人士使用並且屬於現已或將會興建於「該地段」各建築物居民或佔用人及彼等真正訪客、來賓或賓客的車輛，其中特別禁止在車位存放、陳列或展示車輛招售等。
- (d) (ii) 「住宅電單車車位」只可用於停泊根據《道路交通條例》或其任何附屬規例及修訂法例持牌並且屬於現已或將會興建於「該地段」各建築物住宅單位居民及彼等真正訪客、來賓或賓客的電單車，其中特別禁止在車位存放、陳列或展示車輛招售等。
- (d) (iii) 根據本特別批地條款(d)(i)(II)次條提供的非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)「電單車車位」只可用於停泊根據《道路交通條例》或其任何附屬規例及修訂法例持牌並且屬於現已或將會興建於「該地段」作本特別批地條款(b)(i)次條所訂相關用途之各建築物佔用人及彼等真正訪客、來賓或賓客的電單車，其中特別禁止在車位存放、陳列或展示車輛招售等。
- (e) 「該地段」必須提供令「署長」滿意的車位，以停泊屬於現已或將會興建於「該地段」各建築物居民及彼等真正訪客、來賓或賓客的單車。

19. 「批地文件」第(36)條特別批地條款訂明：

- (b) (i) 根據本特別批地條款(a)(i)(I)及(a)(i)(II)次條提供的客貨上落車位(3.5米寬及11.0米長)，除供與上述條款所訂各建築物相關的貨車停泊上落客貨外，不可作任何其他用途；
- (ii) 根據本特別批地條款(a)(i)(III)次條提供的客貨上落車位(3.5米寬及7.0米長)，除供與上述條款所訂各建築物相關的貨車停泊上落客貨外，不可作任何其他用途；
- (iii) 根據本特別批地條款(a)(ii)次條提供作車輛(包括的士)上落乘客用途的停車處，除供與幼稚園相關的車輛(包括的士)上落乘客外，不可作任何其他用途；
- (iv) 根據本特別批地條款(a)(iii)次條提供作小巴(包括嫖姆車)上落乘客用途的停車處，除供與幼稚園相關的小巴(包括嫖姆車)上落乘客外，不可作任何其他用途。
- (c) 「垃圾車車位」除供垃圾車裝卸垃圾外，不可作任何其他用途。

20. 「批地文件」第(39)條特別批地條款訂明：

- (a) 「住宅車位」及「住宅電單車車位」不可：
 - (i) 轉讓，除非：
 - (I) 連同賦予專有權使用及佔用現已或將會興建於「該地段」各建築物一個或多個住宅單位的不可分割份數一併轉讓；或
 - (II) 承讓人現時已擁有具專有權使用及佔用現已或將會建於「該地段」各建築物一個或多個住宅單位的不可分割份數；或
 - (ii) 分租除租予現已或將會建於「該地段」各建築物內住宅單位的居民除外。

於任何情況下，現已或將會建於「該地段」各建築物內任何一個住宅單位的業主或居民概不可承讓或承租多於三(3)個「住宅車位」及「住宅電單車車位」。

21. 「批地文件」第(43)條特別批地條款訂明：

- (a) 倘若有或已有任何土地遭削去、移走或向後退入，或任何建造、填土或任何類型的斜坡處理工程，不論是否已經地政總署署長事先書面同意，無論在該地段範圍內或任何政府地段，如是為了或是有關構成、平整或發展該地段或相關的任何部分，或根據特別條款下「承批人」須做的任何其他工程，或為任何其他目的，「承批人」須自費進行和建設於當時或在其後任何時間有必要或可能需要的斜坡處理工程、護土牆或其他承托、防護、排水或任何其他附屬工程，以保護及支撐該地段及任何相鄰或毗鄰該地段的政府土地或租用土地，並避免和防止其後出現滑土、山泥傾瀉或地陷的情況。「承批人」須時刻於特此已同意批准的年期內，自費維持該土地、斜坡處理工程、護土牆或其他承托、防護、排水或任何其他附屬工程在維修充足及良好的狀況，以令「署長」滿意。

22. 「批地文件」第(48)條特別批地條款訂明：

- (a) 「承批人」必須自費以「署長」滿意的方式在「該地段」邊界內或「政府」土地上興建及維持「署長」認為必要的排水渠及渠道，旨在截流及轉送所有降於或流經「該地段」的暴雨水及雨水至最近的河道、集水井、渠道、海或「政府」雨水渠。如該等暴雨水或雨水構成任何破壞或滋擾，「承批人」必須獨力承擔法律責任並向「政府」及其人員彌償所有因此招致之訴訟、索償及索求。

23. 「批地文件」第(49)條特別批地條款訂明：

- (a) 遵從本特別批地條款(b)次條規定，「承批人」必須自費在「該地段」內提供、興建及維持適當的污水處理及處置設施，以全面令環境保護署署長滿意。

24. 「批地文件」第(50)條特別批地條款訂明：

- (a) 遵從本特別批地條款(g)次條規定，「承批人」必須設計、興建、管理、保養及維持臨時污水系統(以下簡稱「臨時污水系統」)，接駁至位於馬鞍山及西沙路交界處的污水沙井或「署長」以書面批准位於其他地點的污水沙井，以令「署長」滿意。
- (b) 「承批人」必須在本文協定的整個批租年期內自費保養、維持及修理「臨時污水系統」以令「署長」滿意，直至有適當的永久公共污水系統可用為止。如永久公共污水系統可供使用及在「政府」發出拆卸通知時，「承批人」必須在當日後二十四(24)個曆月內自費拆卸「臨時污水系統」並還原受影響地方。

1. The development is situated on Sha Tin Town Lot No. 502 ("the lot").

2. The lot was granted for a term of 50 years commencing from 4th February 2010.

3. Special Condition No. (12) of the Land Grant stipulates that:-

The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, office, hotel and petrol filling station) purposes.

4. Special Condition No. (6) of the Land Grant stipulates that:-

(a) The Grantee shall:

(i) within 96 calendar months from the date of this Agreement (i.e. 4th February 2010) (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on Plan I annexed to the Land Grant (hereinafter referred to as "the Green Area"); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area.

(ii) within 96 calendar months from the date of this Agreement (i.e. 4th February 2010) or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (7) of the Land Grant.

5. Special Condition No. (7) of the Land Grant stipulates that:-

The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that the Land Grant has been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (6) of the Land Grant or otherwise.

6. Special Condition No. (10) of the Land Grant stipulates that:-

The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with the Land Grant 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 March, 2018.

7. Special Condition No. (13) of the Land Grant stipulates that:-

No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

8. Special Condition No. (14) of the Land Grant stipulates that:-

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

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

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

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

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

10. Special Condition No. (20) of the Land Grant stipulates that:-

(a) (ii) Office accommodation for watchmen or caretakers or both shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot;

11. Special Condition No. (21) of the Land Grant stipulates that:-

(a) (ii) Quarters for watchmen or caretakers or both shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

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

(a) (i) One office for the use of the Owners' Corporation or the Owners' Committee shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon;



15. 批地文件的摘要

SUMMARY OF LAND GRANT

13. Special Condition No. (23) of the Land Grant stipulates that :-

The Grantee shall at his own expense and to the satisfaction of the Secretary for Education provide within the lot accommodation for a kindergarten comprising 7 classrooms and other ancillary facilities having a total gross floor area of not less than 840 square metres which kindergarten shall be operated in all respects to the satisfaction of the Secretary for Education.

14. Special Condition No. (24) of the Land Grant stipulates that:-

- (a) The Grantee shall within 96 calendar months from the date of this Agreement (i.e. 4th February 2010) at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such continuous or segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition (hereinafter referred to as "the Public Pedestrian Walkway") at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.
- (b) The Public Pedestrian Walkway shall follow the shortest possible route or such other route as may be approved by the Director and shall have a width of not less than 7.6 metres and not more than 20 metres, or such other widths as may be approved by the Director, and at least 6 metres, or such other minimum width as may be approved by Director, of it shall be covered and the Public Pedestrian Walkway shall be constructed and designed so as to link up the future footbridges as shown and marked "COVERED FOOTBRIDGE" and "PROPOSED FUTURE FOOTBRIDGE" on Plan I annexed to the Land Grant.
- (c) The Grantee shall throughout the whole term hereby agreed to be granted maintain at his own expense the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (d) The Grantee shall throughout the whole term hereby agreed to be granted keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charge without any interruption.

15. Special Condition No. (25) of the Land Grant stipulates that:-

- (a) The Grantee shall within 96 calendar months from the date of this Agreement (i.e. 4th February 2010) or within such time limit as may be approved by the Director at the Grantee's own expense and in all respects to the satisfaction of the Director construct:
 - (i) one single-storeyed covered footbridge (hereinafter referred to as "the Covered Footbridge") together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge) as shall be required or approved by the Director, in the approximate position shown and marked "COVERED FOOTBRIDGE" on Plan I annexed to the Land Grant. The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such light fittings as the Director in his sole discretion may require. The Covered Footbridge shall connect with the existing footbridge leading to Wu Kai Sha Station of

Ma On Shan Rail as shown on Plan I annexed to the Land Grant at the level of 16.45 metres above Hong Kong Principal Datum or at such other level as may be approved by the Director subject to a clear internal width of 7.6 metres and a clear internal headroom of 3.8 metres or such other width or headroom as may be approved by the Director.

- (ii) in the lot or the building or buildings to be erected upon the lot supports and connections (hereinafter referred to as "the Footbridge Supports and Connections") with such materials, to such specifications and standards and at such points and levels as shall be required and approved by the Director for the proposed pedestrian footbridges which are to be located at the approximate positions indicated on Plan I annexed to the Land Grant and marked "COVERED FOOTBRIDGE" and "PROPOSED FUTURE FOOTBRIDGE" so that the said proposed pedestrian footbridges can be constructed and connected to the lot and that pedestrian access can be gained over the said proposed pedestrian footbridges to and from the Public Pedestrian Walkway.
- (c) (i) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.
- (v) The Grantee shall at his own expense keep the Covered Footbridge and the Footbridge Supports and Connections illuminated at all times during the day and night to the satisfaction of the Director so that pedestrian traffic may safely be carried thereon.
- (d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges, and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridge and the Footbridge Supports and Connections.

- (e) Throughout the whole of the term hereby agreed to be granted the Grantee shall at his own expense upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with sub-clause (f) of this Special Condition in good and substantial repair and condition and in all respects to the satisfaction of the Director.
- (f) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge and Footbridge Supports and Connections or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge and footbridge supports and connections or a part or parts thereof to such standards and with such design, materials and at such width, levels and positions as the Director shall approve or require.

16. Special Condition No. (27) of the Land Grant stipulates that:-

- (a) No building or structure or support for any building or structure (including boundary walls and fences) shall be erected or constructed on, over, under, above, below or within the areas shown coloured pink hatched black, pink hatched black stippled black and pink hatched black cross hatched black stippled black (hereinafter referred to as "the Maintenance Access Area") on Plan I annexed to the Land Grant except with the prior written approval of the Director of Highways.
- (c) The Government and his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them (hereinafter collectively referred to as "the authorized persons") with or without tools, equipment, or machinery shall upon reasonable prior notice being given to the Grantee have the right of unrestricted ingress, egress and regress to, from and through the Maintenance Access Area free of costs for the purposes of carrying out site investigation, maintenance works and site inspection of the adjoining retaining structures which the Government may require or authorize.

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

- (a) No grave, "Pak Kung" or "Kam Tap" presently existing on the lot or any part thereof or on any Government land adjacent thereto shall be interfered with or removed without the prior written approval of the Director.
- (b) Subject to the approval of the Director under sub-clause (a) of this Special Condition, the Grantee shall at his own expense remove such graves, "Pak Kung" and "Kam Tap" to the satisfaction of the Director and comply with any requirement of the Director in respect of the removal works. The Grantee shall indemnify the Government and the Director from and against all actions, suits, costs, claims for compensation (including "Tun Fu" ceremonies) and demands whatsoever arising out of or incidental to the removal of or damage to any graves, "Pak Kung" and "Kam Tap".
- (c) Subject to sub-clauses (a) and (b) of this Special Condition, no grave or columbarium shall be erected or made on the lot, nor shall any human remains or animals remains whether in earthenware jars, cinerary urns or otherwise be interred or deposited thereon.

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

- (a)(iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (i.e. Residential Parking Spaces and visitors' parking spaces) shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
- (b)(iii) The spaces provided under sub-clause (b)(i) of this Special Condition (i.e. parking spaces for non-industrial (excluding private residential, godown, office, hotel, and petrol filling station) purposes) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in the said sub-clause 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.
- (c)(iii) The spaces provided under sub-clause (c)(i) of this Special Condition (i.e. parking spaces for vehicles of 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 or occupiers 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.
- (d)(ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the 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.
- (d)(iii) The spaces provided under sub-clause (d)(i)(II) of this Special Condition (i.e. motor cycle parking spaces for non-industrial (excluding private residential, godown, office, hotel, and petrol filling station) purposes) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purpose stipulated in sub-clause (b)(i) of this Special Condition 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.
- (e) 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.



15. 批地文件的摘要

SUMMARY OF LAND GRANT

19. Special Condition No. (36) of the Land Grant stipulates that:-

- (b)(i) Loading and unloading spaces (3.5 metres in width and 11.0 metres in length) provided under sub-clause (a)(i)(I) and (a)(i)(II) of this Special Condition shall not be used for any purpose other than for the parking, loading and unloading of goods vehicles in connection with the building or buildings referred to therein;
 - (ii) Loading and unloading spaces (3.5 metres in width and 7.0 metres in length) provided under sub-clause (a)(i)(III) of this Special Condition shall not be used for any purpose other than for the parking, loading and unloading of goods vehicles in connection with the building or buildings referred to therein;
 - (iii) Lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) provided under sub-clause (a)(ii) of this Special Condition shall not be used for any purpose other than for picking up and setting down of passengers from motor vehicles (including taxis) in connection with the kindergarten;
 - (iv) Lay-bys for the picking up and setting down of passengers from mini-bus (including nanny van) provided under sub-clause (a)(iii) of this Special Condition shall not be used for any purpose other than for picking up and setting down of passengers from mini-bus (including nanny van) in connection with the kindergarten.
- (c) Refuse collection vehicle spaces shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles.

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

- (a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:
- (i) assigned except
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

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

21. Special Condition No. (43) of the Land Grant stipulates that:-

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

22. Special Condition No. (48) of the Land Grant stipulates that:-

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

23. Special Condition No. (49) of the Land Grant stipulates that:-

- (a) Subject to sub-clause (b) of this Special Condition, the Grantee shall at his own expense provide, construct and maintain adequate sewage treatment and disposal facilities within the lot all to the satisfaction of the Director of Environmental Protection.

24. Special Condition No. (50) of the Land Grant stipulates that:-

- (a) Subject to sub-clause (g) of this Special Condition, the Grantee shall design, construct, manage, uphold and maintain a temporary foul sewage system (hereinafter referred to as "the Temporary Foul Sewage System") connecting to the sewage manhole located at the junction of Ma On Shan and Sai Sha Road or at such other location as may be approved in writing by the Director to the satisfaction of the Director.
- (b) The Grantee shall at his own expense uphold, maintain and repair the Temporary Foul Sewage System to the satisfaction of the Director throughout the term hereby agreed to be granted until the suitable permanent public sewer is available. Upon the availability of the suitable permanent public sewer and the demand of the Government, the Grantee shall at his own expense remove the Temporary Foul Sewage System and reinstate the affected area within 24 calendar months from the availability of permanent public sewer.

16. 公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

A. 有關的批地文件規定興建並提供予政府或供公眾使用的設施的資料

1. 「批地文件」第(6)、(7)、(8)及(9)條特別批地條款所載的「綠色範圍」

(I) 「批地文件」條款：

第(6)條特別批地條款訂明：

(a) 「承批人」必須：

(i) 在「本協議」訂立日起九十六(96)個曆月內(或「署長」批准之其他延長期限)自費以「署長」批准的方式及物料，按「署長」批准的標準、水平、定線和設計進行下列工程，以全面令「署長」滿意：

(I) 鋪設及塑造在本文所夾附圖則 I 以綠色顯示的日後興建公共道路範圍(以下簡稱「綠色範圍」)；及

(II) 提供和興建「署長」自行酌情為需要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」)，

以致可在「綠色範圍」興建建築物及供車輛和行人往來。

(ii) 在「本協議」訂立日起九十六(96)個曆月內或「署長」批准之其他延長期限，自費以「署長」滿意的方式在「綠色範圍」表面整飭、興建路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通燈、街道設施及道路標記；及

(iii) 自費維持「綠色範圍」和「構築物」及在該處興建、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通燈、街道設施、道路標記及機器，以令「署長」滿意，直至按照「批地文件」第(7)條特別批地條款交還「綠色範圍」的佔管權為止。

(b) 如「承批人」不在本特別批地條款(a)次條指定期限內履行該條所載的責任，「政府」可執行必要工程，費用則由「承批人」承擔。「承批人」需在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。

(c) 倘因「承批人」履行本特別批地條款(a)次條所訂責任或「政府」行使本特別批地條款(b)次條等所訂權利而導致或引致「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「署長」一概毋須就此承擔任何責任。「承批人」不得就此向「政府」、「署長」或其授權官員索償。

第(7)條特別批地條款訂明：

為進行第(6)條特別批地條款內所訂的必要工程，「承批人」必須在「本協議」生效日獲授予「綠色範圍」的佔管權。「綠色範圍」必須在「政府」要求時交回「政府」，而於任何情況下，倘「署長」發信表示其滿意接受「承批人」圓滿履行「批地文件」規定，「綠色範圍」即被視作已交回「政府」。「承批人」佔管「綠色範圍」期間，必須於所有合理時間允許所有「政府」及公共車輛和行人免費通行及經越「綠色範圍」，並需確保任何根據本文第(6)條特別批地條款等進行的工程不會干預或妨礙通行。

第(8)條特別批地條款訂明：

「承批人」如非事前獲得「署長」書面同意，不可在「綠色範圍」存放物品或搭建任何臨時構築物，又或作執行本文第(6)條特別批地條款所訂工程以外的其他用途。

第(9)條特別批地條款訂明：

「承批人」在佔管「綠色範圍」期間，於所有合理時間均要允許「署長」、其官員、承辦商及任何其他獲其授權的人士有權進出及再進出和行經該地段及「綠色範圍」，以便檢查、檢驗及監督遵照本文第(6)(a)條特別批地條款進行的工程，並且執行、檢查、檢驗及監督遵照本文第(6)(b)條特別批地條款訂明的工程，以及「署長」視為必要的「綠色範圍」內其他工程。

(II) 公契條款

「主公契」第III節第38(bq)條訂明，「管理人」有責任及有全面及不受限制的權力維修「綠色範圍」連同「構築物」及在該處興建、安裝及提供的所有構築物、表面、溝渠、污水管、排水渠、消防栓、服務項件、街燈、交通燈、街道設施、道路標記及機器，以令「地政總署署長」滿意，直至「綠色範圍」按照「政府批地書」第(7)條特別批地條款交回「政府」為止。

在切實可行範圍內盡量顯示綠色範圍的位置的圖在本章後部附上。

2. 「批地文件」第(24)條特別批地條款所載之「公眾行人通道」

(I) 「批地文件」條款

第(24)條特別批地條款訂明：

(a) 「承批人」必須在「本協議」訂立日起九十六(96)個曆月內，自費以「署長」全面滿意的方式鋪設、塑造、提供、興建和表面整飭連續或分段的行人路或行人道(連同「署長」自行酌情為需要的樓梯、斜路、照明裝置及自動扶梯)(以下簡稱「公眾行人通道」)，位置、方式、物料、標準、水平、定線及設計需經「署長」批准，以作本特別批地條款(b)次條所載的用途。

(b) 「公眾行人通道」必須依循最短的可行路線或「署長」批准的其他路線，寬度必須不可少於7.6米及不可多於20米，又或「署長」批准的其他寬度，其中最少6米或「署長」批准之其他最低寬度範圍必須有蓋。「承批人」必須完善興建及設計「公眾行人通道」，以連同本文所夾附圖則 I 所示並註明為「有蓋行人天橋」及「建議日後興建行人天橋」。

(c) 「承批人」必須在本文協定的整個批租年期內自費維持「公眾行人通道」有妥善及充足的維修和良好及堅固的狀態，以達致全面令「署長」滿意。

(d) 「承批人」必須在本文協定的整個批租年期內維持「公眾行人通道」每日24小時開放，免費供公眾暢通無阻地使用。

(e) 現已或將會根據本特別批地條款(a)次條規定提供的「公眾行人通道」整體面積(將會建於該地段作非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍除外)，不論有蓋或無蓋，於計算本文第(15)條特別批地條款所訂的總樓面面積時均不會連計在內。將會建於該地段作非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍，於計算本文第(15)條特別批地條款所訂的總樓面面積時將會連計在內。「署長」將界定日後建於該地段作非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍，其決定將作終論並對「承批人」約束。

16. 公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

(II) 公契條款

「主公契」第I節第8C條訂明，訂立「第一期」商業發展項目的相關「副公契」之前，「第一期」商業發展項目「業主」應自費負責維修構成「第一期」商業發展項目一部分的「公眾行人通道」範圍，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。

「主公契」第III節第38(br)條訂明，「管理人」有責任及有全面及不受限制的權力每日24小時不間斷開放「公眾行人通道」，免費供公眾通行。

「主公契」第III節第38(bs)條訂明，遵從第I節第8C條規定，「管理人」有責任及有全面及不受限制的權力維修「公眾行人通道」，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。為免存疑，倘若「第一期」商業發展項目尚未訂立相關「副公契」，「管理人」只需維修不構成「第一期」商業發展項目一部分的「公眾行人通道」其他範圍。

在切實可行範圍內盡量顯示公眾行人通道的位置的圖在本章後部附上。

3. 「批地文件」第(25)條特別批地條款所載之「有蓋行人天橋」

(I) 「批地文件」條款

第(25)條特別批地條款訂明：

- (a) 「承批人」必須在「本協議」訂立日起九十六(96)個曆月內或「署長」批准之其他期限，自費以「署長」全面滿意的方式興建：
- (i) 一座「署長」指定或批准的單層有蓋行人天橋(以下簡稱「有蓋行人天橋」)連同所有支承件及連接段(包括「署長」自行酌情認為需要日後連接「有蓋行人天橋」所需的任何支承件及連接段)，約略位置為本文所夾附圖則I註明為「有蓋行人天橋」的地點。興建「有蓋行人天橋」必須採用「署長」指定及批准的物料、標準、水平、定線、佈局和設計，其中包括但不限於提供及興建「署長」自行酌情為必要的支承件、斜路、相關樓梯及樓梯平台、自動扶梯、電梯及其內外配件及固定裝置與照明裝置。「有蓋行人天橋」必須連接本文所夾附圖則I所示通往馬鞍山鐵路烏溪沙站的現有行人天橋，連接高度為高於香港主水平基準16.45米或「署長」批准之其他水平，惟必須留有7.6米內淨寬度及3.8米內淨空高度或「署長」批准之其他寬度或高度。「承批人」必須自費在上述現有行人天橋進行任何必要的改造工程，以便「有蓋行人天橋」接駁上述現有行人天橋。倘因改造工程施工令「政府」招致任何費用、索償、損失及損害，「承批人」必須向「政府」作出全面賠償；
- (ii) 支承件及連接段(以下簡稱「行人天橋支承件及連接段」)於該地段或將會建於該地段的各建築物內，其物料、規格、標準、連接點和水平必須由「署長」就着建議於本文所夾附圖則I所示約略位置並分別註明為「有蓋行人天橋」及「建議日後興建行人天橋」的兩條建議的行人天橋所指定及批准，以便兩條建議的行人天橋興建及連通該地段，並讓行人經由兩條建議的行人天橋往來「公眾行人通道」。
- (b) 如「承批人」在「署長」指定的期限不履行本特別批地條款(a)及(e)次條所訂的責任，「政府」可執行必要興建或維修工程，費用則由「承批人」承擔。「承批人」必須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。為執行上述工程，「政府」、其官員、代理、承辦商、工人或其他正式授權人員均擁有不受限制及無間斷的權利，可於任何合理時間進入該地段或其任

何部分及建於或將會建於該處的任何建築物。倘因「政府」、其官員、代理、承辦商、工人或其他正式授權人員行使本次條所賦予的進入權導致或引致「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其官員、代理、承辦商、工人或其他正式授權人員概毋須就此承擔責任，「承批人」不得就此向「政府」或上述人等索償。

- (c) (i) 除供公眾步行或乘坐輪椅通行外，「有蓋行人天橋」及「行人天橋支承件及連接段」不可作任何其他用途。
- (ii) 如非「署長」批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」及「行人天橋支承件及連接段」的任何外部或內部作廣告用途或展示任何招牌、告示或海報。
- (iii) 「承批人」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」及「行人天橋支承件及連接段」的任何人士或在之下經過的車輛或任何毗鄰或毗連地段或處所的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。
- (iv) 於「有蓋行人天橋」及「行人天橋支承件及連接段」存在期間，「承批人」不論日夜均必須時刻允許所有公眾免費步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」及「行人天橋支承件及連接段」，以作所有合法用途。
- (v) 「承批人」必須自費保持「有蓋行人天橋」及「行人天橋支承件及連接段」無論日夜時刻照明充足以達致「署長」滿意及以便行人安全通行。
- (d) 「承批人」、其傭僕、工人及承辦商因應「有蓋行人天橋」及「行人天橋支承件及連接段」的興建、改建、修理和維修作出或漏作任何行為，以致「政府」、其官員、代理、承辦商、工人或其他獲「政府」正式授權人員招致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費或索求，「承批人」必須向彼等賠償並確保其負責。
- (e) 「承批人」必須在本文協定的整個批租年期內，自費保養、管理、維持、修理及清潔「承批人」按照本特別批地條款(f)次條規定提供之「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分或更換部分以使妥善及充足的維修和良好及堅固的狀態，達致全面令「署長」滿意。
- (f) 如該地段或該處任何部分進行重建，以致必須拆卸「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分，「承批人」必須在「署長」指定的期限內自費以「署長」全面滿意的方式進行更換工程，以興建及完成興建新的有蓋行人天橋及行人天橋支承件及連接段或其任何部分，有關的標準及設計、物料、寬度、水平和位置由「署長」批准或指定。
- (g) 茲現明確協議、聲明及訂明，「承批人」承擔第(24)(d)、(25)(c)(iv)及(25)(c)(v)條特別批地條款指定的責任，概不表示「承批人」擬撥供或「政府」同意其撥供「公眾行人通道」、「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分供公眾通行。
- (h) 現明確協議及聲明，任何人士均不可鑒於本文第(24)(d)、(25)(c)(iv)及(25)(c)(v)條特別批地條款訂明「承批人」承擔的責任而預期或索償任何特許權，或關於額外上蓋面積或地積比率的權利，不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文等亦然。為免存疑，「承批人」現明確豁免任何及所有關於《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率之特許權的申索或相關權利。

(II) 公契條款

「主公契」第III節第39(e)條訂明，「管理人」有權保養、管理、維修、修理及清潔「承批人」將會根據「政府批地書」第(25)(e)條特別批地條款提供之「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分或任何更換件，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。

「主公契」附表三第42條訂明：

- (a) 除供所有公眾步行或乘坐輪椅通行外，「有蓋行人天橋」及「行人天橋支承件及連接段」不可作任何其他用途。
- (b) 如非「地政總署署長」批准或指定，任何「業主」均不可使用或允許或容忍他人使用「有蓋行人天橋」及「行人天橋支承件及連接段」任何部分外部或內部作廣告用途或展示任何招牌、告示或海報。
- (c) 「業主」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」及「行人天橋支承件及連接段」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。
- (d) 於「有蓋行人天橋」及「行人天橋支承件及連接段」存在期間，每名「業主」不論日夜均應時刻允許任何公眾免費步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」及「行人天橋支承件及連接段」，以作任何合法用途。

在切實可行範圍內盡量顯示有蓋行人天橋的位置的圖在本章後部附上。

4. 「批地文件」第(27)條特別批地條款所載之「維修通道區」

(I) 「批地文件」條款

第(27)條特別批地條款訂明：

- (a) 如非事前獲得「路政署署長」書面批准，不可在本文所夾附圖則I的粉紅色加黑斜線、粉紅色加黑斜線及黑點和粉紅色加黑斜線黑十字線及黑點顯示的範圍(以下簡稱「維修通道區」)以上、以下、上方、下方或以內搭建或興建任何建築物或構築物或任何建築物或構築物的支承件(包括圍牆及圍欄)。
- (b) 位於「維修通道區」及以粉紅色、粉紅色加黑點及粉紅色加黑十字線及黑點範圍內的圍牆及圍欄，必須以「路政署署長」全面滿意的方式設計和興建。如事前獲得「路政署署長」書面批准，「承批人」可於「維修通道區」搭建圍牆及圍欄，惟必須以「路政署署長」全面滿意的方式設計和維修。
- (c) 「政府」及其正式授權的官員、承辦商和彼等之工人及彼等正式授權的任何其他人等(以下統稱「獲授權人等」)，在事前向「承批人」發出合理通知後，不論是否攜帶工具、設備或機器，有權利在不受限制及免付費地進出、再進出及通行「維修通道區」，以便就「政府」規定或授權的毗連護土結構實施現場勘察、維修工程及現場檢查。「政府」及獲授權人等除需在完工後修復還原「維修通道區」至實施現場勘察、維修工程及現場檢查之前的狀態外，概毋須就「承批人」因「政府」或獲授權人等行使本特別批地條款所賦予不受限制權利進出及再進出「維修通道區」和執行現場勘察、維修工程及現場檢查所蒙受或招致之任何損失、損害、滋擾或騷擾承擔任何責任。「承批人」不可就任何此等損失、損害、滋擾或騷擾向「政府」或獲授權人等索償。

(II) 公契條款

「主公契」第III節第39(f)條訂明，如事前獲得「路政署署長」書面批准，可在維修通道區(「維修通道區」釋義以「政府批地書」第(27)(a)條特別批地條款所訂為準)搭建邊界圍牆及圍欄，惟必須以「路政署署長」全面滿意的方式設計和維修此等邊界圍牆及圍欄。

在切實可行範圍內盡量顯示維修通道區的位置的圖在本章後部附上。

B. 有關的批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施或休憩用地的資料

1. 「批地文件」第(6)、(7)、(8)及(9)條特別批地條款所載的「綠色範圍」

(I) 「批地文件」條款：

第(6)條特別批地條款訂明：

(a) 「承批人」必須：

- (i) 在「本協議」訂立日起九十六(96)個曆月內(或「署長」批准之其他延長期限)自費以「署長」批准的方式及物料，按「署長」批准的標準、水平、定線和設計進行下列工程，以全面令「署長」滿意：
 - (I) 鋪設及塑造在本文所夾附圖則I以綠色顯示的日後興建公共道路範圍(以下簡稱「綠色範圍」)；及
 - (II) 提供和興建「署長」自行酌情為需要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」)，以致可在「綠色範圍」興建建築物及供車輛和行人往來。
 - (ii) 在「本協議」訂立日起九十六(96)個曆月內或「署長」批准之其他延長期限，自費以「署長」滿意的方式在「綠色範圍」表面整飭、興建路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通燈、街道設施及道路標記；及
 - (iii) 自費維持「綠色範圍」和「構築物」及在該處興建、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通燈、街道設施、道路標記及機器，以令「署長」滿意，直至按照「批地文件」第(7)條特別批地條款交還「綠色範圍」的佔管權為止。
- (b) 如「承批人」不在本特別批地條款(a)次條指定期限內履行該條所載的責任，「政府」可執行必要工程，費用則由「承批人」承擔。「承批人」需在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。
- (c) 倘因「承批人」履行本特別批地條款(a)次條所訂責任或「政府」行使本特別批地條款(b)次條等所訂權利而導致或引致「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「署長」概毋須就此承擔任何責任。「承批人」不得就此向「政府」、「署長」或其授權官員索償。

第(7)條特別批地條款訂明：

為進行第(6)條特別批地條款內所訂的必要工程，「承批人」必須在「本協議」生效日獲授予「綠色範圍」的佔管權。「綠色範圍」必須在「政府」要求時交回「政府」，而於任何情況下，倘「署長」發信表示其滿意接受「承批人」圓滿履行「批地文件」規定，「綠色範圍」即被視作已交回「政府」。「承批人」佔管「綠色範圍」期間，必須於所有合理時間允許所有「政府」及公共車輛和行人免費通行及經越「綠色範圍」，並需確保任何根據本文第(6)條特別批地條款等進行的工程不會干預或妨礙通行。

第(8)條特別批地條款訂明：

「承批人」如非事前獲得「署長」書面同意，不可在「綠色範圍」存放物品或搭建任何臨時構築物，又或作執行本文第(6)條特別批地條款所訂工程以外的其他用途。

16. 公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

第(9)條特別批地條款訂明：

「承批人」在佔管「綠色範圍」期間，於所有合理時間均要允許「署長」、其官員、承辦商及任何其他獲其授權的人士有權進出及再進出和行經該地段及「綠色範圍」，以便檢查、檢驗及監督遵照本文第(6)(a)條特別批地條款進行的工程，並且執行、檢查、檢驗及監督遵照本文第(6)(b)條特別批地條款訂明的工程，以及「署長」視為必要的「綠色範圍」內其他工程。

(II) 公契條款

「主公契」第III節第38(bq)條訂明，「管理人」有責任及有全面及不受限制的權力維修「綠色範圍」連同「構築物」及在該處興建、安裝及提供的所有構築物、表面、溝渠、污水管、排水渠、消防栓、服務項件、街燈、交通燈、街道設施、道路標記及機器，以令「地政總署署長」滿意，直至「綠色範圍」按照「政府批地書」第(7)條特別批地條款交回「政府」為止。

在切實可行範圍內盡量顯示綠色範圍的位置的圖在本章後部附上。

2. 「批地文件」第(24)條特別批地條款所載之「公眾行人通道」

(I) 「批地文件」條款

第(24)條特別批地條款訂明：

- (a) 「承批人」必須在「本協議」訂立日起九十六(96)個曆月內，自費以「署長」全面滿意的方式鋪設、塑造、提供、興建和表面整飭連續或分段的行人路或行人道(連同「署長」自行酌情為需要的樓梯、斜路、照明裝置及自動扶梯) (以下簡稱「公眾行人通道」)，位置、方式、物料、標準、水平、定線及設計需經「署長」批准，以作本特別批地條款(b)次條所載的用途。
- (b) 「公眾行人通道」必須依循最短的可行路線或「署長」批准的其他路線，寬度必須不少於7.6米及不可多於20米，又或「署長」批准的其他寬度，其中最少6米或「署長」批准之其他最低寬度範圍必須有蓋。「承批人」必須完善興建及設計「公眾行人通道」，以連通本文所夾附圖則I所示並註明為「有蓋行人天橋」及「建議日後興建行人天橋」。
- (c) 「承批人」必須在本文協定的整個批租年期內自費維持「公眾行人通道」有妥善及充足的維修和良好及堅固的狀態，以達致全面令「署長」滿意。
- (d) 「承批人」必須在本文協定的整個批租年期內維持「公眾行人通道」每日24小時開放，免費供公眾暢通無阻地使用。
- (e) 現已或將會根據本特別批地條款(a)次條規定提供的「公眾行人通道」整體面積(將會建於該地段作非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍除外)，不論有蓋或無蓋，於計算本文第(15)條特別批地條款所訂的總樓面面積時均不會連計在內。將會建於該地段作非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍，於計算本文第(15)條特別批地條款所訂的總樓面面積時將會連計在內。「署長」將界定日後建於該地段作非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)各建築物內提供的「公眾行人通道」範圍，其決定將作終論並對「承批人」約束。

(II) 公契條款

「主公契」第I節第8C條訂明，訂立「第一期」商業發展項目的相關「副公契」之前，「第一期」商業發展項目「業主」應自費負責維修構成「第一期」商業發展項目一部分「公眾行人通道」範圍，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。

「主公契」第III節第38(br)條訂明，「管理人」有責任及有全面及不受限制的權力每日24小時不間斷開放「公眾行人通道」，免費供公眾通行。

「主公契」第III節第38(bs)條訂明，遵從第I節第8C條規定，「管理人」有責任及有全面及不受限制的權力維修「公眾行人通道」，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。為免存疑，倘若「第一期」商業發展項目尚未訂立相關「副公契」，「管理人」只需維修不構成「第一期」商業發展項目一部分的「公眾行人通道」其他範圍。

在切實可行範圍內盡量顯示公眾行人通道的位置的圖在本章後部附上。

3. 「批地文件」第(25)條特別批地條款所載之「有蓋行人天橋」

(I) 「批地文件」條款

第(25)條特別批地條款訂明：

- (a) 「承批人」必須在「本協議」訂立日起九十六(96)個曆月內或「署長」批准之其他期限，自費以「署長」全面滿意的方式興建：
 - (i) 一座「署長」指定或批准的單層有蓋行人天橋(以下簡稱「有蓋行人天橋」)連同所有支承件及連接段(包括「署長」自行酌情認為需要日後連接「有蓋行人天橋」所需的任何支承件及連接段)，約略位置為本文所夾附圖則I註明為「有蓋行人天橋」的地點。興建「有蓋行人天橋」必須採用「署長」指定及批准的物料、標準、水平、定線、佈局和設計，其中包括但不限於提供及興建「署長」自行酌情為必要的支承件、斜路、相關樓梯及樓梯平台、自動扶梯、電梯及其內外配件及固定裝置與照明裝置。「有蓋行人天橋」必須連通本文所夾附圖則I所示通往馬鞍山鐵路烏溪沙站的現有行人天橋，連接高度為高於香港主水平基準16.45米或「署長」批准之其他水平，惟必須留有7.6米內淨寬度及3.8米內淨空高度或「署長」批准之其他寬度或高度。「承批人」必須自費在上述現有行人天橋進行任何必要的改造工程，以便「有蓋行人天橋」接駁上述現有行人天橋。倘因改造工程施工令「政府」招致任何費用、索償、損失及損害，「承批人」必須向「政府」作出全面賠償；
 - (ii) 支承件及連接段(以下簡稱「行人天橋支承件及連接段」)於該地段或將會建於該地段的各建築物內，其物料、規格、標準、連接點和水平必須由「署長」就着建議於本文所夾附圖則I所示約略位置並分別註明為「有蓋行人天橋」及「建議日後興建行人天橋」的兩條建議的行人天橋所指定及批准，以便兩條建議的行人天橋興建及連通該地段，並讓行人經由兩條建議的行人天橋往來「公眾行人通道」。
- (b) 如「承批人」在「署長」指定的期限不履行本特別批地條款(a)及(e)次條所訂的責任，「政府」可執行必要興建或維修工程，費用則由「承批人」承擔。「承批人」必須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。為執行上述工程，「政府」、其官員、代理、承辦商、工人或其他正式授權人員均擁有不受限制及無間斷的權利，可於任何合理時間進入該地段或其任何部分及建於或將會建於該處的任何建築物。倘因「政府」、其官員、代理、承辦商、工人或其他正式授權人員行使本次條所賦予的進入權導致或引致「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其官員、代理、承辦商、工人或其他正式授權人員概毋須就此承擔責任，「承批人」不得就此向「政府」或上述人等索償。
- (c)
 - (i) 除供公眾步行或乘坐輪椅通行外，「有蓋行人天橋」及「行人天橋支承件及連接段」不可作任何其他用途。
 - (ii) 如非「署長」批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」及「行人天橋支承件及連接段」的任何外部或內部作廣告用途或展示任何招牌、告示或海報。

- (iii) 「承批人」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」及「行人天橋支承件及連接段」的任何人士或在之下經過的車輛或任何毗鄰或毗連地段或處所的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。
- (iv) 於「有蓋行人天橋」及「行人天橋支承件及連接段」存在期間，「承批人」不論日夜均必須時刻允許所有公眾免費步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」及「行人天橋支承件及連接段」，以作所有合法用途。
- (v) 「承批人」必須自費保持「有蓋行人天橋」及「行人天橋支承件及連接段」無論日夜時刻照明充足以達致「署長」滿意及以便行人安全通行。
- (d) 「承批人」、其傭僕、工人及承辦商因應「有蓋行人天橋」及「行人天橋支承件及連接段」的興建、改建、修理和維修作出或漏作任何行為，以致「政府」、其官員、代理、承辦商、工人或其他獲「政府」正式授權人員招致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費或索求，「承批人」必須向彼等賠償並確保其免責。
- (e) 「承批人」必須在本文協定的整個批租年期內，自費保養、管理、維持、修理及清潔「承批人」按照本特別批地條款(f)次條規定提供之「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分或更換部分以使妥善及充足的維修和良好及堅固的狀態，達致全面令「署長」滿意。
- (f) 如該地段或該處任何部分進行重建，以致必須拆卸「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分，「承批人」必須在「署長」指定的期限內自費以「署長」全面滿意的方式進行更換工程，以興建及完成興建新有蓋行人天橋及行人天橋支承件及連接段或其任何部分，有關的標準及設計、物料、寬度、水平和位置由「署長」批准或指定。
- (g) 茲現明確協議、聲明及訂明，「承批人」承擔第(24)(d)、(25)(c)(iv)及(25)(c)(v)條特別批地條款指定的責任，概不表示「承批人」擬撥供或「政府」同意其撥供「公眾行人通道」、「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分供公眾通行。
- (h) 現明確協議及聲明，任何人士均不可鑒於本文第(24)(d)、(25)(c)(iv)及(25)(c)(v)條特別批地條款訂明「承批人」承擔的責任而預期或索償任何特許權，或關於額外上蓋面積或地積比率的權利，不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文等亦然。為免存疑，「承批人」現明確豁免任何及所有關乎《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率之特許權的申索或相關權利。

(II) 公契條款

「主公契」第III節第39(e)條訂明，「管理人」有權保養、管理、維修、修理及清潔「承批人」將會根據「政府批地書」第(25)(e)條特別批地條款提供之「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分或任何更換件，以保持其在妥善及維修充足和狀態良好，全面令「地政總署署長」滿意。

「主公契」附表三第42條訂明：

- (a) 除供所有公眾步行或乘坐輪椅通行外，「有蓋行人天橋」及「行人天橋支承件及連接段」不可作任何其他用途。
- (b) 如非「地政總署署長」批准或指定，任何「業主」均不可使用或允許或容忍他人使用「有蓋行人天橋」及「行人天橋支承件及連接段」任何部分外部或內部作廣告用途或展示任何招牌、告示或海報。
- (c) 「業主」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」及「行人天橋支承件及連接段」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

- (d) 於「有蓋行人天橋」及「行人天橋支承件及連接段」存在期間，每名「業主」不論日夜均應時刻允許任何公眾免費步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」及「行人天橋支承件及連接段」，以作任何合法用途。

在切實可行範圍內盡量顯示有蓋行人天橋的位置的圖在本章後部附上。

C. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的部分的資料

不適用。

附註：

- (1) 訂立「主公契」之前，「綠色範圍」、「公眾行人通道」、「有蓋行人天橋」及「維修通道區」所有管理、運作或維修開支一律由「賣方」獨力承擔。
- (2) 訂立「主公契」之後但訂立關乎「後續發展期」任何「副公契」之前，所有「第一期」「單位」的「業主」需透過繳付「第一期」「單位」應繳的管理開支，按比例攤付「綠色範圍」、「公眾行人通道」指定部分(構成「第一期屋苑公用地方」一部分，因而亦構成「屋苑公用地方」一部分)、「有蓋行人天橋」及「維修通道區」的管理、運作或維修開支。
- (3) 訂立關乎「第二期」的「副公契」之後，所有「第一期」及「第二期」「單位」的「業主」需透過繳付「第一期」及「第二期」「單位」應繳的管理開支，按比例攤付「綠色範圍」、「公眾行人通道」指定部分(構成「第一期屋苑公用地方」一部分，因而亦構成「屋苑公用地方」一部分)、「有蓋行人天橋」及「維修通道區」的管理、運作或維修開支。
- (4) 訂立關乎「第三期」的「副公契」之後，所有「第一期」、「第二期」及「第三期」「單位」的「業主」需透過繳付「第一期」、「第二期」及「第三期」「單位」應繳的管理開支，按比例攤付「綠色範圍」、「公眾行人通道」指定部分(構成「第一期屋苑公用地方」一部分，因而亦構成「屋苑公用地方」一部分)、「有蓋行人天橋」及「維修通道區」的管理、運作或維修開支。
- (5) 訂立關乎「第四期」的「副公契」之後，所有「第一期」、「第二期」、「第三期」及「第四期」「單位」的「業主」需透過繳付「第一期」、「第二期」、「第三期」及「第四期」「單位」應繳的管理開支，按比例攤付「綠色範圍」、「公眾行人通道」指定部分(構成「第一期屋苑公用地方」一部分及構成「第四期屋苑公用地方」一部分，因而亦構成「屋苑公用地方」一部分)、「有蓋行人天橋」及「維修通道區」管理、運作或維修開支。
- (6) 訂立關乎「第五期」的「副公契」之後，所有「第一期」、「第二期」、「第三期」、「第四期」及「第五期」「單位」的「業主」需透過繳付「第一期」、「第二期」、「第三期」、「第四期」及「第五期」「單位」應繳的管理開支，按比例攤付「綠色範圍」、「公眾行人通道」指定部分(構成「第一期屋苑公用地方」一部分及構成「第四期屋苑公用地方」一部分，因而亦構成「屋苑公用地方」一部分)、「有蓋行人天橋」及「維修通道區」管理、運作或維修開支。
- (7) 訂立關乎「第一期」「商業發展項目」的「副公契」之前，「公眾行人通道」指定部分(構成「第一期」「商業發展項目」一部分)的所有管理、運作或維修開支一律由「第一期」「商業發展項目」的「業主」獨力承擔。

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

A. Information on any facilities that are required under the land grant to be constructed and provided for the government, or for public use

1. The Green Area as referred to in Special Condition Nos.(6), (7), (8) and (9) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(6) stipulates that: –

(a) The Grantee shall:

(i) within 96 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on Plan I annexed hereto (hereinafter referred to as “the Green Area”); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures”)

so that building, vehicular and pedestrian traffic may be carried on the Green Area.

(ii) within 96 calendar months from the date of this Agreement or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No.(7) hereof.

(b) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Special Condition No.(7) stipulates that: –

For the purpose only of carrying out the necessary works specified in Special Condition No.(6) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(6) hereof or otherwise.

Special Condition No.(8) stipulates that: –

The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(6) hereof.

Special Condition No.(9) stipulates that: –

The Grantee shall at all reasonable times while he is in possession of the Green Area permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(6)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(6)(b) hereof and any other works which the Director may consider necessary in the Green Area.

(II) Provisions of the Deed of Mutual Covenant

Clause 38(ba) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to maintain the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(7) of the Government Grant.

Plan showing the location of the Green Area as far as it is practicable to do so is appended hereto at the end of this section.

2. The Public Pedestrian Walkway as referred to in Special Condition No.(24) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(24) stipulates that: –

- (a) The Grantee shall within 96 calendar months from the date of this Agreement at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such continuous or segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition (hereinafter referred to as “the Public Pedestrian Walkway”) at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.
- (b) The Public Pedestrian Walkway shall follow the shortest possible route or such other route as may be approved by the Director and shall have a width of not less than 7.6 metres and not more than 20 metres, or such other widths as may be approved by the Director, and at least 6 metres, or such other minimum width as may be approved by Director, of it shall be covered and the Public Pedestrian Walkway shall be constructed and designed so as to link up the future footbridges as shown and marked “COVERED FOOTBRIDGE” and “PROPOSED FUTURE FOOTBRIDGE” on Plan I annexed thereto.
- (c) The Grantee shall throughout the whole term hereby agreed to be granted maintain at his own expense the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (d) The Grantee shall throughout the whole term hereby agreed to be granted keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charge without any interruption.
- (e) The whole of the area (except the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot to be used for non-industrial (excluding private residential, godown, office, hotel and petrol filling station purposes) of the Public Pedestrian Walkway, with or without cover, provided or to be provided under sub-clause (a) of this Special Condition shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes will be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The decision of the Director as to what constitutes the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes shall be final and binding on the Grantee.

(II) Provisions of the Deed of Mutual Covenant

Clause 8C in Section I of the Principal Deed of Mutual Covenant stipulates that prior to the execution of the relevant Sub-Deed of the Commercial Development In Phase One, the Owner of the Commercial Development In Phase One shall at its own costs be responsible for maintaining such portion of the Public Pedestrian Walkway forming part of the Commercial Development In Phase One in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.

Clause 38(br) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charges without any interruption.

Clause 38(bs) in Section III of the Principal Deed of Mutual Covenant stipulates that subject to Clause 8C in Section I, the Manager shall have the duty and full and unrestricted authority to maintain the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands and for the avoidance of doubt, if the relevant Sub-Deed of the Commercial Development In Phase One has not yet been executed, the Manager is only required to maintain the Public Pedestrian Walkway other than such portion forming part of the Commercial Development In Phase One.

Plan showing the location of the Public Pedestrian Walkway as far as it is practicable to do so is appended hereto at the end of this section.

3. The Covered Footbridge as referred to in Special Condition No.(25) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(25) stipulates that: –

- (a) The Grantee shall within 96 calendar months from the date of this Agreement or within such time limit as may be approved by the Director at the Grantee’s own expense and in all respects to the satisfaction of the Director construct:
 - (i) one single-storey covered footbridge (hereinafter referred to as “the Covered Footbridge”) together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge) as shall be required or approved by the Director, in the approximate position shown and marked “COVERED FOOTBRIDGE” on Plan I annexed hereto. The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such light fittings as the Director in his sole discretion may require. The Covered Footbridge shall connect with the existing footbridge leading to Wu Kai Sha Station of Ma On Shan Rail as shown on Plan I annexed hereto at the level of 16.45 metres above Hong Kong Principal Datum or at such other level as may be approved by the Director

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subject to a clear internal width of 7.6 metres and a clear internal headroom of 3.8 metres or such other width or headroom as may be approved by the Director. The Grantee shall at its own costs and expenses carry out any necessary modification works to the said existing footbridge so that the Covered Footbridge can be connected to the said existing footbridge provided that the Grantee shall fully indemnify Government for any costs, claims, losses and damages which may arise out of such modification works;

- (ii) in the lot or the building or buildings to be erected upon the lot supports and connections (hereinafter referred to as "the Footbridge Supports and Connections") with such materials, to such specifications and standards and at such points and levels as shall be required and approved by the Director for the proposed pedestrian footbridges which are to be located at the approximate positions indicated on Plan I annexed hereto and marked "COVERED FOOTBRIDGE" and "PROPOSED FUTURE FOOTBRIDGE" so that the said proposed pedestrian footbridges can be constructed and connected to the lot and that pedestrian access can be gained over the said proposed pedestrian footbridges to and from the Public Pedestrian Walkway.
- (b) In the event of the non-fulfillment of the Grantee's obligation under sub-clauses (a) and (e) of this Special Condition within the said time limit specified by the Director, the Government may carry out the necessary construction or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by him or them of the right of entry conferred under this Sub-clause, and no claim shall be made against him or them by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (c) (i) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
(ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
(iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.
- (v) The Grantee shall at his own expense keep the Covered Footbridge and the Footbridge Supports and Connections illuminated at all times during the day and night to the satisfaction of the Director so that pedestrian traffic may safely be carried thereon.
- (d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridge and the Footbridge Supports and Connections.
- (e) Throughout the whole of the term hereby agreed to be granted the Grantee shall at his own expense upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with sub-clause (f) of this Special Condition in good and substantial repair and condition and in all respects to the satisfaction of the Director.
- (f) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge and Footbridge Supports and Connections or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge and footbridge supports and connections or a part or parts thereof to such standards and with such design, materials and at such width, levels and positions as the Director shall approve or require.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Pedestrian Walkway, the Covered Footbridge and the Footbridge Supports and Connections or any parts or parts thereof to the public for the right of passage.
- (h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(II) Provisions of the Deed of Mutual Covenant

Clause 39(e) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the power to upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with Special Condition No.(25)(e) of the Government Grant in good and substantial repair and condition and in all respects to the satisfaction of the Director of Lands.

Clause 42 in the Third Schedule to the Principal Deed of Mutual Covenant stipulates that : –

- (a) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (b) No Owner shall use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director of Lands.
- (c) No Owner shall do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (d) Every Owner shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.

Plan showing the location of the Covered Footbridge as far as it is practicable to do so is appended hereto at the end of this section.

4. The Maintenance Access Area as referred to in Special Condition No.(27) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(27) stipulates that: –

- (a) No building or structure or support for any building or structure (including boundary walls and fences) shall be erected or constructed on, over, under, above, below or within the areas shown coloured pink hatched black, pink hatched black stippled black and pink hatched black cross hatched black stippled black (hereinafter referred to as “the Maintenance Access Area”) on Plan I annexed hereto except with the prior written approval of the Director of Highways.

- (b) The boundary walls and fences running along the Maintenance Access Area and within the areas shown coloured pink, pink stippled black and pink cross hatched black stippled black shall be designed and constructed in all respects to the satisfaction of the Director of Highways. Subject to the prior written approval of the Director of Highways, the Grantee may erect boundary walls and fences on the Maintenance Access Area. The design and maintenance of the said boundary walls and fences shall be in all respects to the satisfaction of the Director of Highways.
- (c) The Government and his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them (hereinafter collectively referred to as “the authorized persons”) with or without tools, equipment, or machinery shall upon reasonable prior notice being given to the Grantee have the right of unrestricted ingress, egress and regress to, from and through the Maintenance Access Area free of costs for the purposes of carrying out site investigation, maintenance works and site inspection of the adjoining retaining structures which the Government may require or authorize. Save in respect of restoring and making good the Maintenance Access Area to the same condition prior to the carrying out of site investigation, maintenance works and site inspection, the Government and the authorized persons, shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by the Government or the authorized persons of the right of unrestricted ingress, egress and regress and in the carrying out of the site investigation, maintenance works and site inspection conferred under this Special Condition and no claim shall be made against the Government or the authorized persons by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(II) Provisions of the Deed of Mutual Covenant

Clause 39(f) in Section III of the Principal Deed of Mutual Covenant stipulates that subject to the prior written approval of the Director of Highways, to erect boundary walls and fences on the maintenance access area (as defined and referred to in Special Condition No.(27)(a) of the Government Grant as “Maintenance Access Area”). The design and maintenance of the said boundary walls and fences shall be in all respects to the satisfaction of the Director of Highways.

Plan showing the location of the Maintenance Access Area as far as it is practicable to do so is appended hereto at the end of this section.

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B. Information on any facilities or open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development

1. The Green Area as referred to in Special Condition Nos.(6), (7), (8) and (9) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(6) stipulates that: –

(a) The Grantee shall:

(i) within 96 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on Plan I annexed hereto (hereinafter referred to as “the Green Area”); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures”)

so that building, vehicular and pedestrian traffic may be carried on the Green Area.

(ii) within 96 calendar months from the date of this Agreement or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No.(7) hereof.

(b) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Special Condition No.(7) stipulates that: –

For the purpose only of carrying out the necessary works specified in Special Condition No.(6) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(6) hereof or otherwise.

Special Condition No.(8) stipulates that: –

The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(6) hereof.

Special Condition No.(9) stipulates that: –

The Grantee shall at all reasonable times while he is in possession of the Green Area permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(6)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(6)(b) hereof and any other works which the Director may consider necessary in the Green Area.

(II) Provisions of the Deed of Mutual Covenant

Clause 38(ba) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to maintain the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(7) of the Government Grant.

Plan showing the location of the Green Area as far as it is practicable to do so is appended hereto at the end of this section.

2. The Public Pedestrian Walkway as referred to in Special Condition No.(24) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(24) stipulates that: –

- (a) The Grantee shall within 96 calendar months from the date of this Agreement at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such continuous or segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition (hereinafter referred to as “the Public Pedestrian Walkway”) at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.
- (b) The Public Pedestrian Walkway shall follow the shortest possible route or such other route as may be approved by the Director and shall have a width of not less than 7.6 metres and not more than 20 metres, or such other widths as may be approved by the Director, and at least 6 metres, or such other minimum width as may be approved by Director, of it shall be covered and the Public Pedestrian Walkway shall be constructed and designed so as to link up the future footbridges as shown and marked “COVERED FOOTBRIDGE” and “PROPOSED FUTURE FOOTBRIDGE” on Plan I annexed thereto.
- (c) The Grantee shall throughout the whole term hereby agreed to be granted maintain at his own expense the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (d) The Grantee shall throughout the whole term hereby agreed to be granted keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charge without any interruption.
- (e) The whole of the area (except the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot to be used for non-industrial (excluding private residential, godown, office, hotel and petrol filling station purposes)) of the Public Pedestrian Walkway, with or without cover, provided or to be provided under sub-clause (a) of this Special Condition shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes will be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The decision of the Director as to what constitutes the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes shall be final and binding on the Grantee.

(II) Provisions of the Deed of Mutual Covenant

Clause 8C in Section I of the Principal Deed of Mutual Covenant stipulates that prior to the execution of the relevant Sub-Deed of the Commercial Development In Phase One, the Owner of the Commercial Development In Phase One shall at its own costs be responsible for maintaining such portion of the Public Pedestrian Walkway forming part of the Commercial Development In Phase One in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.

Clause 38(br) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charges without any interruption.

Clause 38(bs) in Section III of the Principal Deed of Mutual Covenant stipulates that subject to Clause 8C in Section I, the Manager shall have the duty and full and unrestricted authority to maintain the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands and for the avoidance of doubt, if the relevant Sub-Deed of the Commercial Development In Phase One has not yet been executed, the Manager is only required to maintain the Public Pedestrian Walkway other than such portion forming part of the Commercial Development In Phase One.

Plan showing the location of the Public Pedestrian Walkway as far as it is practicable to do so is appended hereto at the end of this section.

3. The Covered Footbridge as referred to in Special Condition No.(25) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(25) stipulates that:-

- (a) The Grantee shall within 96 calendar months from the date of this Agreement or within such time limit as may be approved by the Director at the Grantee’s own expense and in all respects to the satisfaction of the Director construct:
 - (i) one single-storey covered footbridge (hereinafter referred to as “the Covered Footbridge”) together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge) as shall be required or approved by the Director, in the approximate position shown and marked “COVERED FOOTBRIDGE” on Plan I annexed hereto. The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such light fittings as the Director in his sole discretion may require. The Covered Footbridge shall connect with the existing footbridge leading to Wu Kai Sha Station of Ma On Shan Rail as shown on Plan I annexed hereto at the level of 16.45 metres above Hong Kong Principal Datum or at such other level as may be approved by the Director subject to a clear internal width of 7.6 metres and a clear internal headroom of 3.8 metres or such other width or headroom as may be approved by the Director. The Grantee shall at its own costs and expenses carry out any necessary modification works to the said existing footbridge so that the Covered Footbridge can be connected to the said existing footbridge provided that the Grantee shall fully indemnify Government for any costs, claims, losses and damages which may arise out of such modification works;



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- (ii) in the lot or the building or buildings to be erected upon the lot supports and connections (hereinafter referred to as “the Footbridge Supports and Connections”) with such materials, to such specifications and standards and at such points and levels as shall be required and approved by the Director for the proposed pedestrian footbridges which are to be located at the approximate positions indicated on Plan I annexed hereto and marked “COVERED FOOTBRIDGE” and “PROPOSED FUTURE FOOTBRIDGE” so that the said proposed pedestrian footbridges can be constructed and connected to the lot and that pedestrian access can be gained over the said proposed pedestrian footbridges to and from the Public Pedestrian Walkway.
- (b) In the event of the non-fulfillment of the Grantee’s obligation under sub-clauses (a) and (e) of this Special Condition within the said time limit specified by the Director, the Government may carry out the necessary construction or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by him or them of the right of entry conferred under this Sub-clause, and no claim shall be made against him or them by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (c) (i) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
 - (ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
 - (iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
 - (iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.
 - (v) The Grantee shall at his own expense keep the Covered Footbridge and the Footbridge Supports and Connections illuminated at all times during the day and night to the satisfaction of the Director so that pedestrian traffic may safely be carried thereon.
- (d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridge and the Footbridge Supports and Connections.
- (e) Throughout the whole of the term hereby agreed to be granted the Grantee shall at his own expense upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with sub-clause (f) of this Special Condition in good and substantial repair and condition and in all respects to the satisfaction of the Director.
- (f) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge and Footbridge Supports and Connections or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge and footbridge supports and connections or a part or parts thereof to such standards and with such design, materials and at such width, levels and positions as the Director shall approve or require.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Pedestrian Walkway, the Covered Footbridge and the Footbridge Supports and Connections or any parts or parts thereof to the public for the right of passage.
- (h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefore, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation

22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(II) Provisions of the Deed of Mutual Covenant

Clause 39(e) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the power to upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with Special Condition No.(25)(e) of the Government Grant in good and substantial repair and condition and in all respects to the satisfaction of the Director of Lands.

Clause 42 in the Third Schedule of the Principal Deed of Mutual Covenant stipulates that : –

- (a) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (b) No Owner shall use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director of Lands.
- (c) No Owner shall do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (d) Every Owner shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.

Plan showing the location of the Covered Footbridge as far as it is practicable to do so is appended hereto at the end of this section.

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

Not applicable.


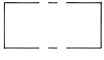


Remarks:

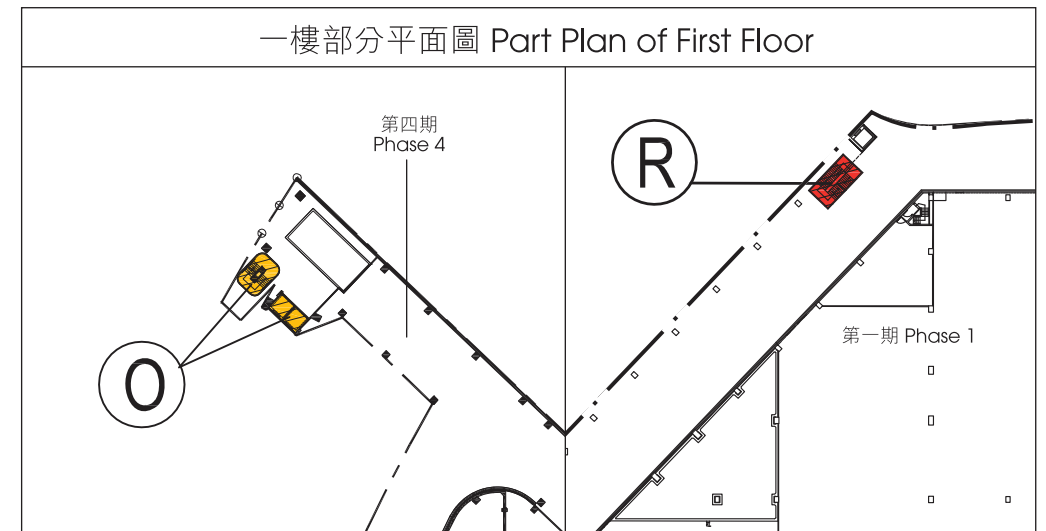
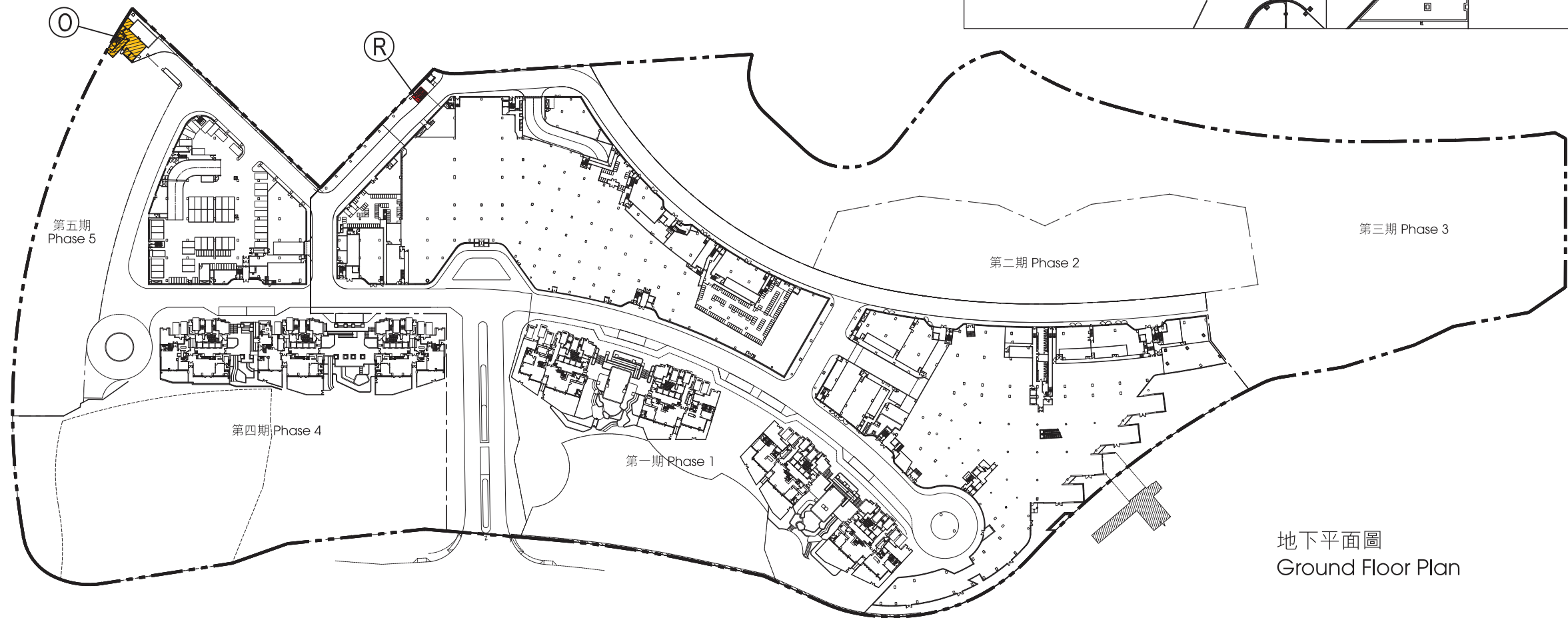
- (1) Prior to the execution of the Principal Deed of Mutual Covenant, all expenses of managing, operating or maintaining the Green Area, the Public Pedestrian Walkway, the Covered Footbridge and the Maintenance Access Area are borne by the Vendor solely.

- (2) After the execution of the Principal Deed of Mutual Covenant but before the execution of any Sub-Deeds of Mutual Covenant in respect of the subsequent phases, all Owners of the Units in Phase 1 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1 concerned.
- (3) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 2, all Owners of the Units in Phase 1 and Phase 2 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1 and Phase 2 concerned.
- (4) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 3, all Owners of the Units in Phase 1, Phase 2 and Phase 3 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1, Phase 2 and Phase 3 concerned.
- (5) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 4, all Owners of the Units in Phase 1, Phase 2, Phase 3 and Phase 4 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and form part of the Estate Common Areas In Phase Four and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1, Phase 2, Phase 3 and Phase 4 concerned.
- (6) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 5, all Owners of the Units in Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and form part of the Estate Common Areas In Phase Four and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 concerned.
- (7) Prior to the execution of the Sub-Deed of Mutual Covenant in respect of the Commercial Development In Phase One, all expenses of managing, operating or maintaining such portion of the Public Pedestrian Walkway (which forms part of the Commercial Development In Phase One) are borne by the Owner of the Commercial Development In Phase One solely.

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

24小時行人通道平面圖
24 Hours Pedestrian Walkway Plan

-  發展項目的界線
Site boundary of the development
-  發展項目期數的分界線
Boundary line for phases of the development
-  24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway)
(構成第一期商業發展一部分) (Forming part of the Commercial Development In Phase One)
-  24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway)
(構成第四期屋苑公用地方一部分) (Forming part of the Estate Common Areas In Phase Four)

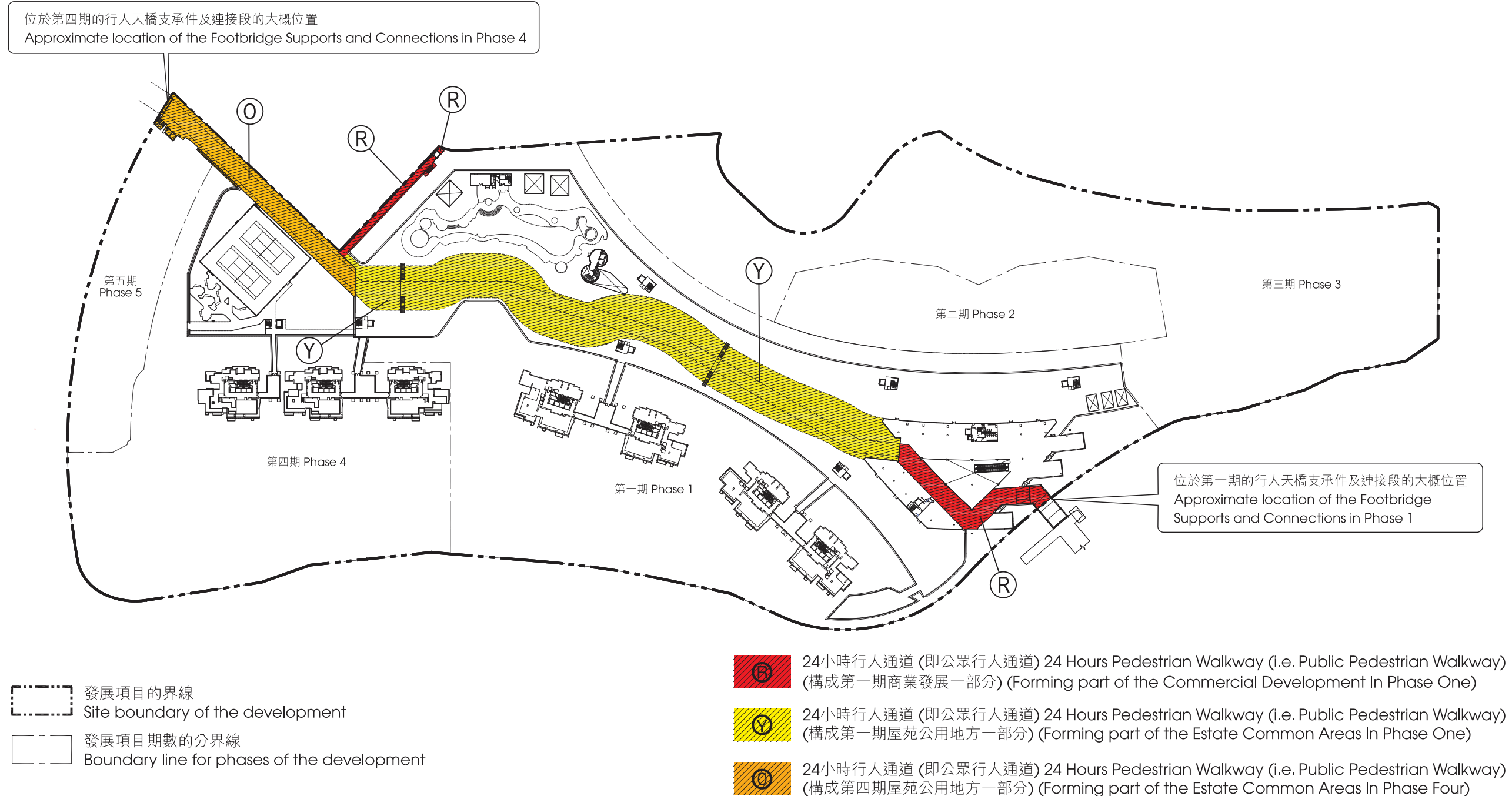


地下平面圖
Ground Floor Plan

備註：位於發展項目發展期內的公眾行人通道部分將於相關發展期的副公契附圖上顯示出來。

Note: Those portions of the Public Pedestrian Walkway located at the phase(s) of the development will be shown on the plan(s) annexed to the Sub-Deed(s) of Mutual Covenant of the relevant phase(s).

24小時行人通道及有蓋行人天橋平面圖 (二樓)
 24 Hours Pedestrian Walkway and Covered Footbridge Plan (Second Floor)

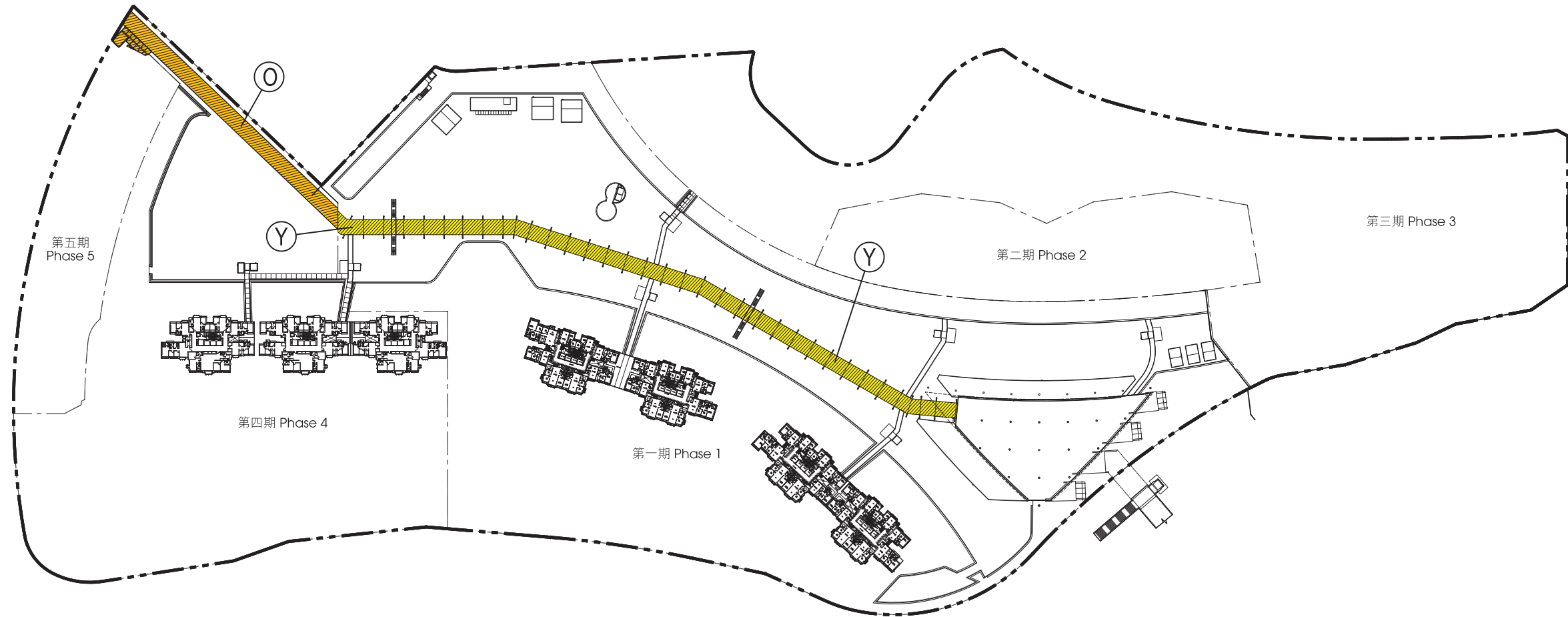


備註：位於發展項目發展期內的公眾行人通道部分將於相關發展期的副公契附圖上顯示出來。

Note: Those portions of the Public Pedestrian Walkway located at the phase(s) of the development will be shown on the plan(s) annexed to the Sub-Deed(s) of Mutual Covenant of the relevant phase(s).

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

24小時行人通道平面圖 (於香港主水平基準以上20.5米)
24 Hours Pedestrian Walkway Plan (20.5 metres above the Hong Kong Principle Datum)



發展項目的界線
Site boundary of the development

發展項目期數的分界線
Boundary line for phases of the development

 24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway) (構成第一期屋苑公用地方一部分) (Forming part of the Estate Common Areas In Phase One)

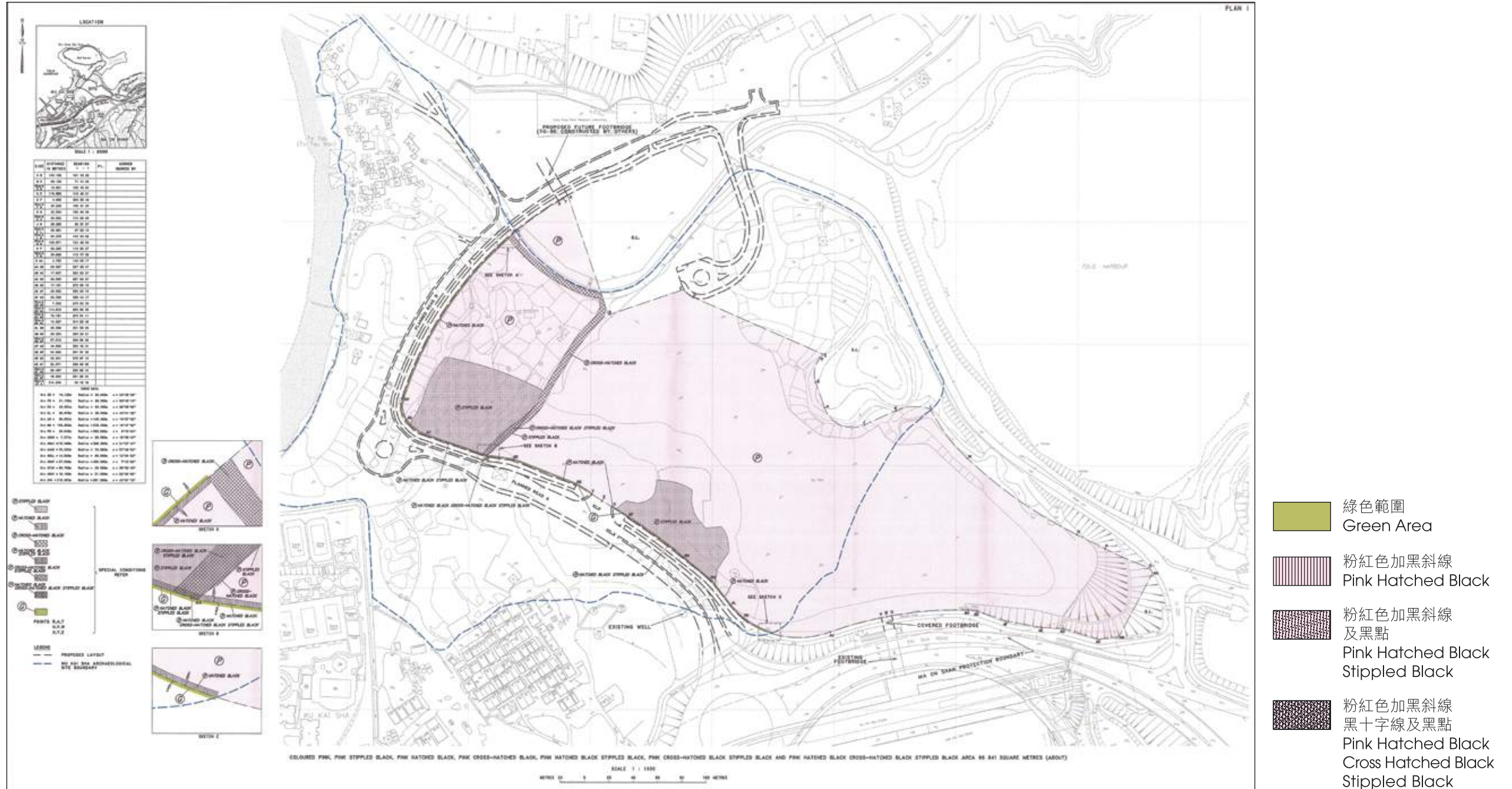
 24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway) (構成第四期屋苑公用地方一部分) (Forming part of the Estate Common Areas In Phase Four)

備註：位於發展項目發展期內的公眾行人通道部分將於相關發展期的副公契附圖上顯示出來。

Note: Those portions of the Public Pedestrian Walkway located at the phase(s) of the development will be shown on the plan(s) annexed to the Sub-Deed(s) of Mutual Covenant of the relevant phase(s).

公共設施及公眾休憩用地的資料中A1, B1及A4段所述的圖則

Plan referred to in Sections A1, B1 and A4 of Information on Public Facilities and Public Open Spaces



備註：本圖僅作顯示綠色範圍及粉紅色加黑斜線的範圍、粉紅色加黑斜線及黑點的範圍和粉紅色加黑斜線黑十字線及黑點的範圍(統稱為「維修通道區」)(截至地契日期)。圖中所示之其他事項未必能反映其最新狀況。
 Note: The plan is for showing the location of Green Area and Pink Hatched Black Area, Pink Hatched Black Stippled Black Area and Pink Hatched Black Cross Hatched Black Stippled Black Area (collectively known as the Maintenance Access Area) (as at the date of the land grant) only. Other matters shown on the plan may not reflect their latest conditions.



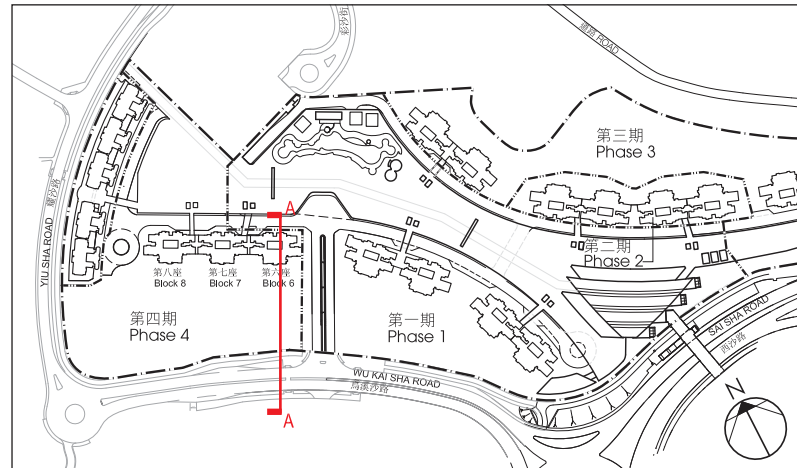
17. 對買方的警告 WARNING TO PURCHASERS

1. 此提示建議你聘用一間獨立的律師事務所 (代表擁有人行事者除外)，以在交易中代表你行事。
 2. 如你聘用上述的獨立的律師事務所，以在交易中代表你行事，該律師事務所將會能夠向你提供獨立意見。
 3. 如你聘用代表擁有人行事的律師事務所同時代表你行事，而擁有人與你之間出現利益衝突：-
 - (i) 該律師事務所可能不能夠保障你的利益；及
 - (ii) 你可能要聘用一間獨立的律師事務所。
 4. 如屬3.(ii)段的情況，你須支付的律師費用總數，可能高於如你自一開始即聘用一間獨立的律師事務所須支付的費用。
1. You are recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for you in relation to the transaction.
 2. If you instruct such separate firm of solicitors to act for you in relation to the transaction, that firm will be able to give independent advice to you.
 3. If you instruct the firm of solicitors acting for the owner to act for you as well, and a conflict of interest arises between the owner and you: -
 - (i) that firm may not be able to protect your interests; and
 - (ii) you may have to instruct a separate firm of solicitors.
 4. In the case of paragraph 3.(ii), the total solicitors' fees payable by you may be higher than the fees that would have been payable if you had instructed a separate firm of solicitors in the first place.

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

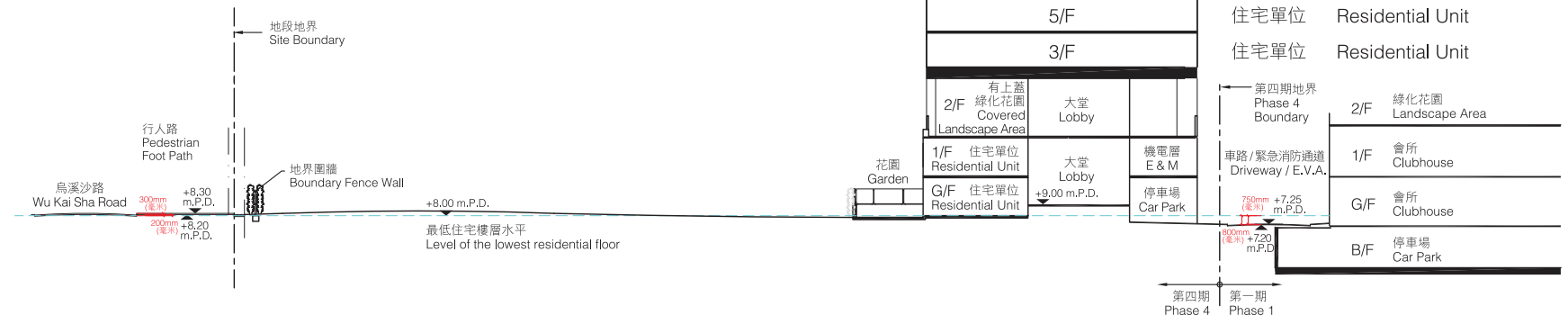
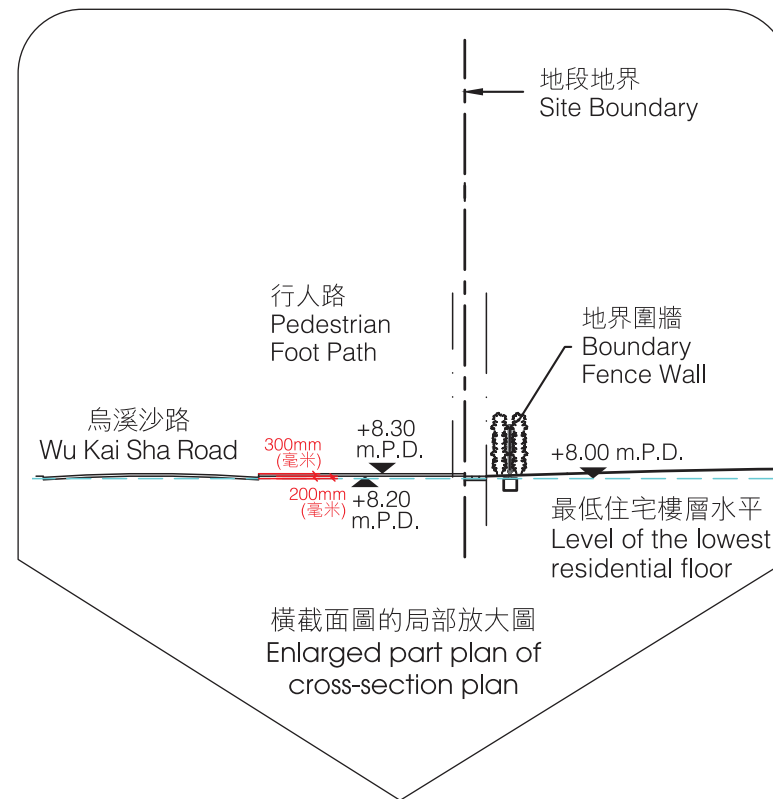
橫截面圖 A-A

CROSS-SECTION PLAN A-A



1. 毗連建築物的一段烏溪沙路，為香港主水平基準以上8.2米至8.3米。
2. 毗連建築物的一段緊急消防通道，為香港主水平基準以上7.2米至7.25米。
3. 藍色虛線為最低住宅樓層水平。

1. The part of Wu Kai Sha Road adjacent to the building is 8.2 metres to 8.3 metres above Hong Kong Principal Datum (m.P.D.).
2. The part of Emergency Vehicle Access (EVA) adjacent to the building is 7.2 metres to 7.25 metres above Hong Kong Principal Datum (m.P.D.).
3. Blue dotted line denotes the level of the lowest residential floor.

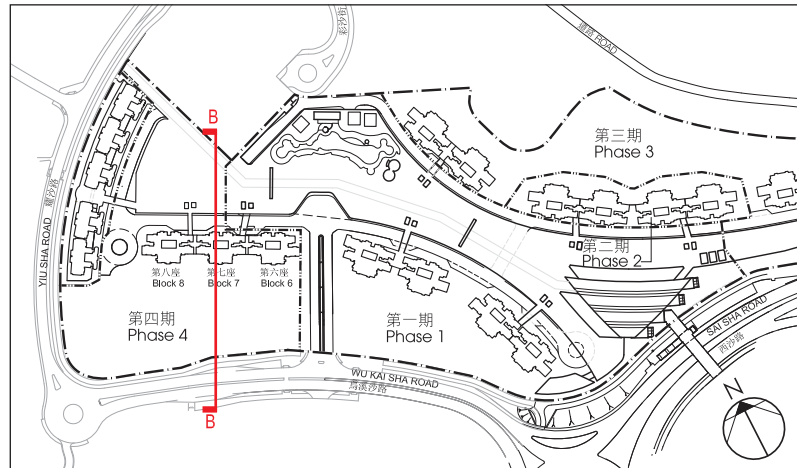


第六座 BLOCK 6

	天台 (庇護層) Roof (Refuge Floor)
	機電樓層 E & M Floor
32/F	住宅單位 Residential Unit
31/F	住宅單位 Residential Unit
30/F	住宅單位 Residential Unit
29/F	住宅單位 Residential Unit
28/F	住宅單位 Residential Unit
27/F	住宅單位 Residential Unit
26/F	住宅單位 Residential Unit
25/F	住宅單位 Residential Unit
23/F	住宅單位 Residential Unit
22/F	住宅單位 Residential Unit
21/F	住宅單位 Residential Unit
20/F	住宅單位 Residential Unit
19/F	住宅單位 Residential Unit
18/F	住宅單位 Residential Unit
17/F	住宅單位 Residential Unit
16/F	住宅單位 Residential Unit
15/F	住宅單位 Residential Unit
12/F	住宅單位 Residential Unit
11/F	住宅單位 Residential Unit
10/F	住宅單位 Residential Unit
9/F	住宅單位 Residential Unit
8/F	住宅單位 Residential Unit
7/F	住宅單位 Residential Unit
6/F	住宅單位 Residential Unit
5/F	住宅單位 Residential Unit
3/F	住宅單位 Residential Unit
2/F	綠化花園 Landscape Area
1/F	會所 Clubhouse
G/F	會所 Clubhouse
B/F	停車場 Car Park

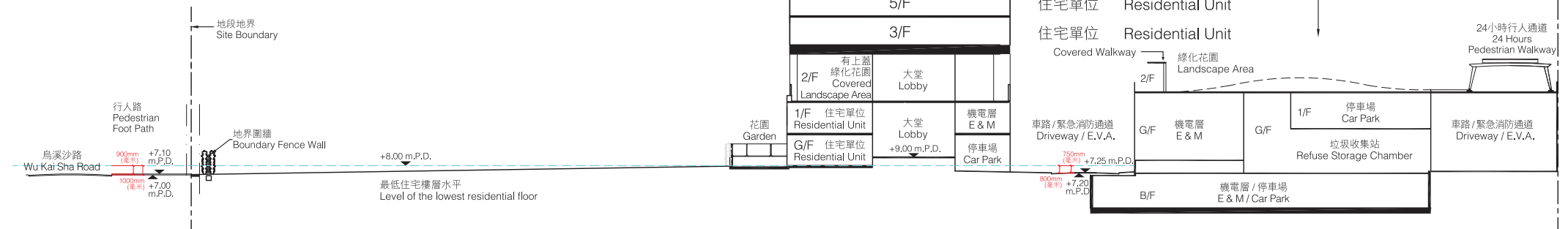
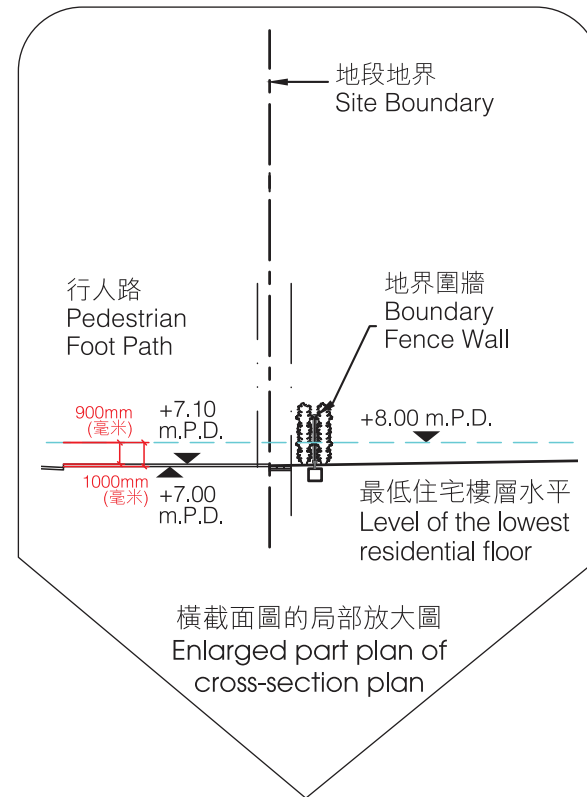
18. 期數中的建築物的橫截面圖 CROSS-SECTION PLAN OF BUILDING IN THE PHASE

橫截面圖 B-B CROSS-SECTION PLAN B-B



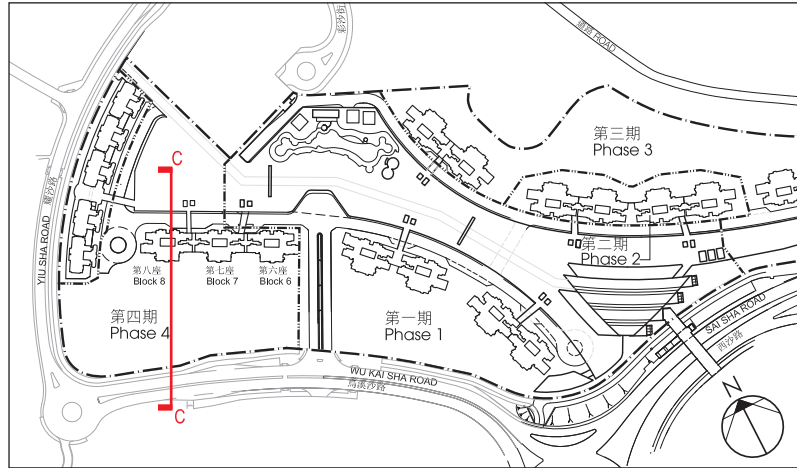
1. 毗連建築物的一段烏溪沙路，為香港主水平基準以上7米至7.1米。
2. 毗連建築物的一段緊急消防通道，為香港主水平基準以上7.2米至7.25米。
3. 藍色虛線為最低住宅樓層水平。

1. The part of Wu Kai Sha Road adjacent to the building is 7 metres to 7.1 metres above Hong Kong Principal Datum (m.P.D.).
2. The part of Emergency Vehicle Access (EVA) adjacent to the building is 7.2 metres to 7.25 metres above Hong Kong Principal Datum (m.P.D.).
3. Blue dotted line denotes the level of the lowest residential floor.



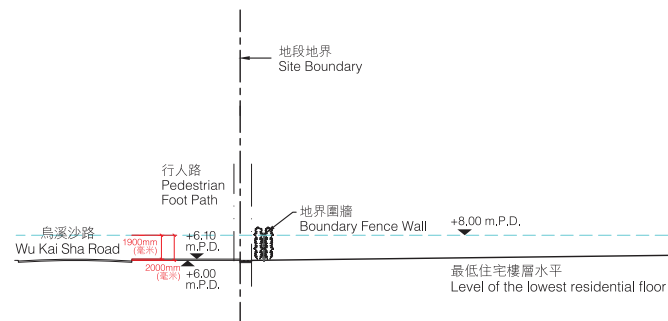
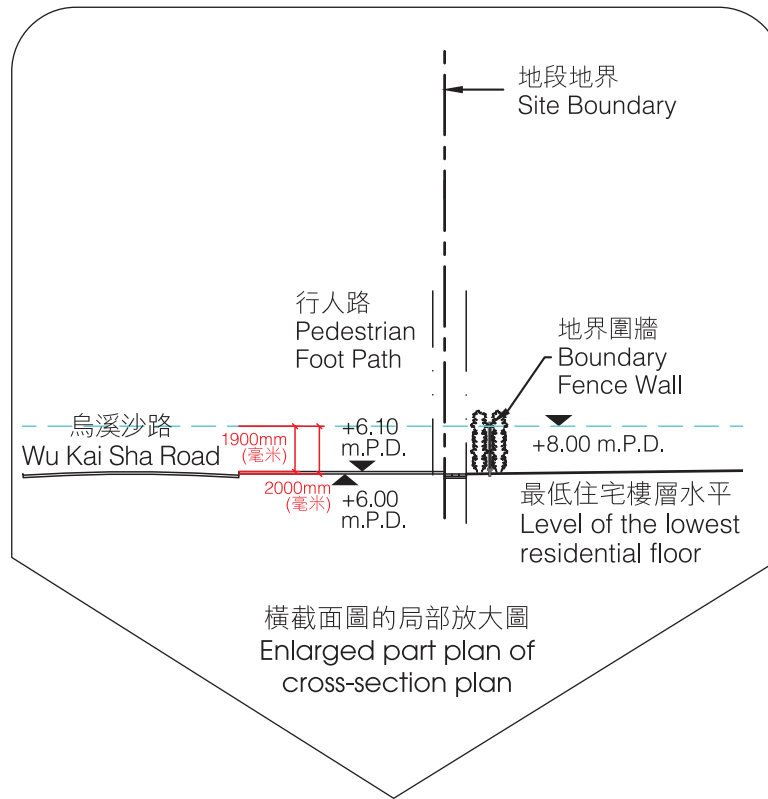
橫截面圖 C-C

CROSS-SECTION PLAN C-C

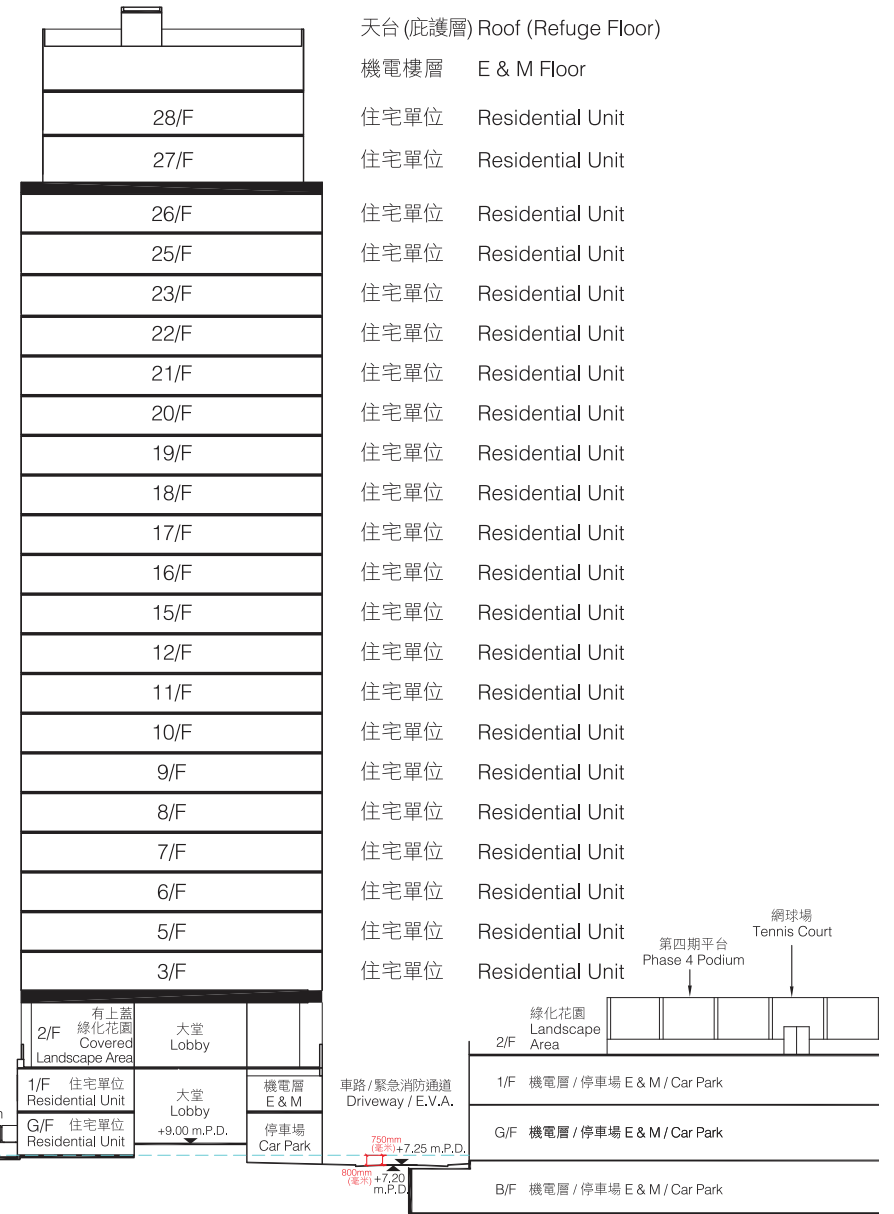


1. 毗連建築物的一段烏溪沙路，為香港主水平基準以上6米至6.1米。
2. 毗連建築物的一段緊急消防通道，為香港主水平基準以上7.2米至7.25米。
3. 藍色虛線為最低住宅樓層水平。

1. The part of Wu Kai Shai Road adjacent to the building is 6 metres to 6.1 metres above Hong Kong Principal Datum (m.P.D.).
2. The part of Emergency Vehicle Access (EVA) adjacent to the building is 7.2 metres to 7.25 metres above Hong Kong Principal Datum (m.P.D.).
3. Blue dotted line denotes the level of the lowest residential floor.

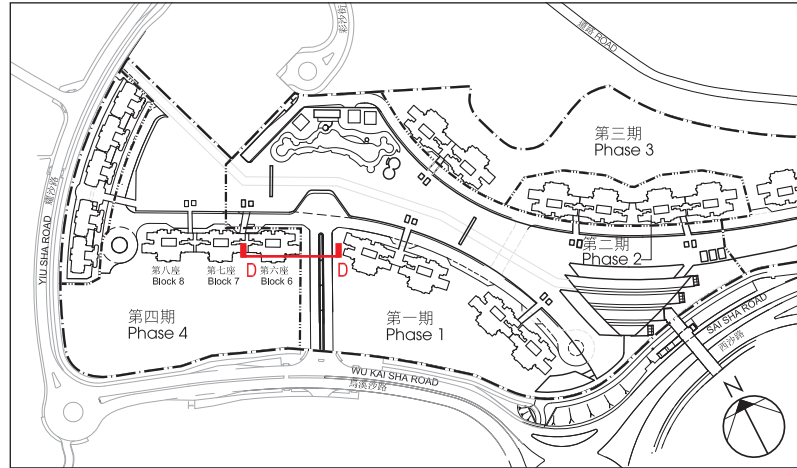


第八座 BLOCK 8



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

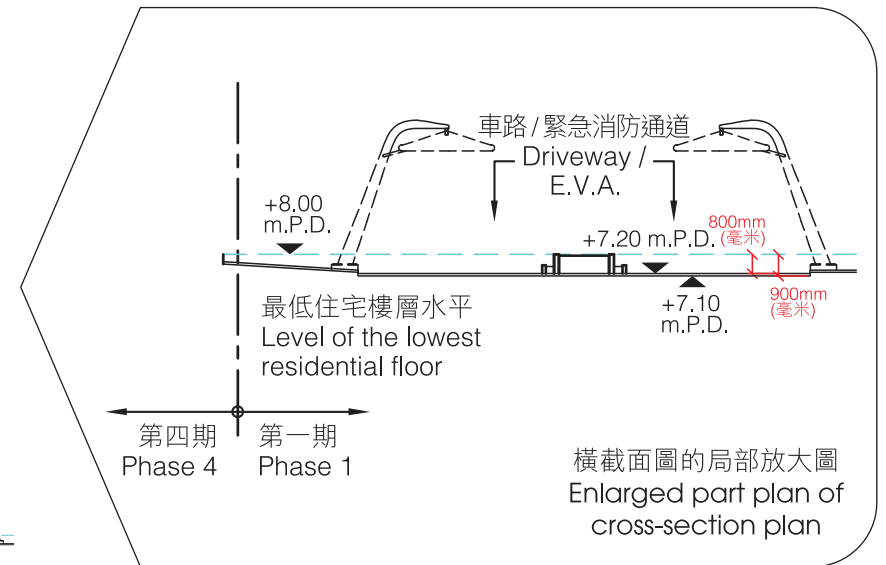
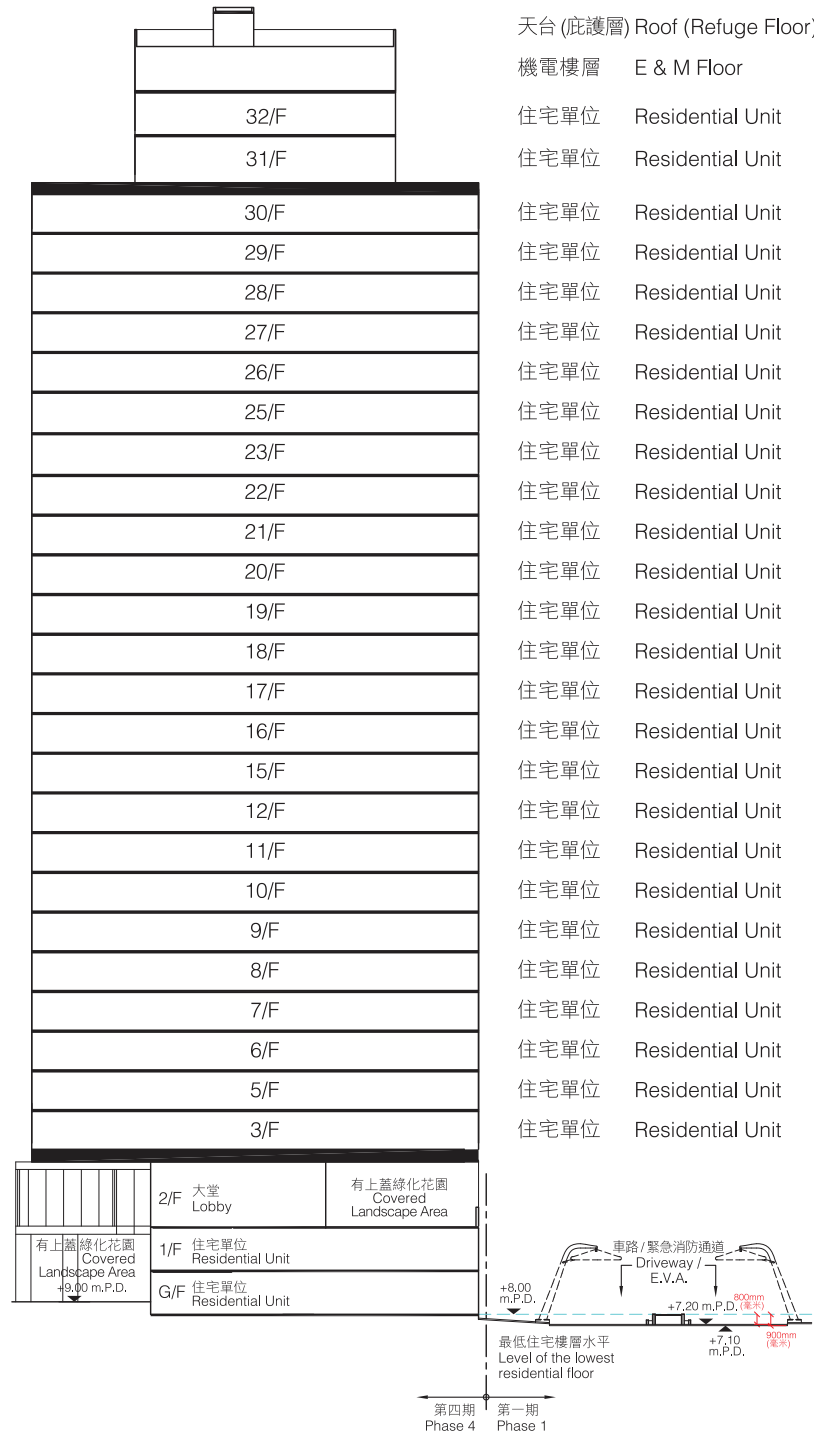
橫截面圖 D-D CROSS-SECTION PLAN D-D



1. 毗連建築物的一段緊急消防通道，為香港主水平基準以上7.1米至7.2米。
2. 藍色虛線為最低住宅樓層水平。

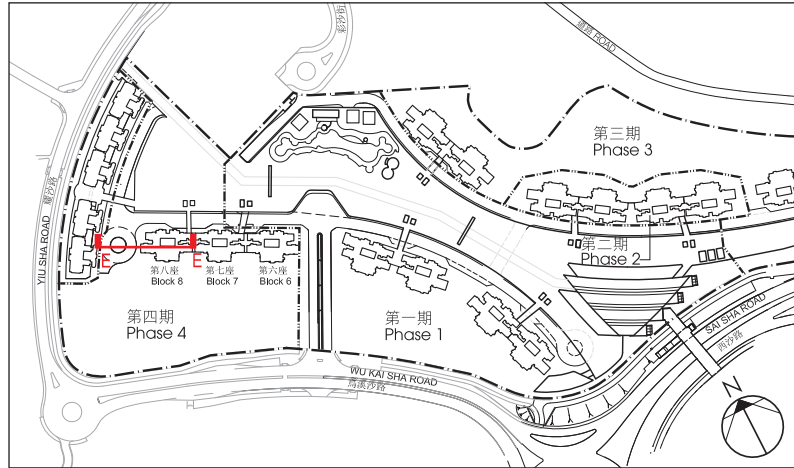
1. The part of Emergency Vehicle Access (EVA) adjacent to the building is 7.1 metres to 7.2 metres above Hong Kong Principal Datum (m.P.D.).
2. Blue dotted line denotes the level of the lowest residential floor.

第六座
BLOCK 6



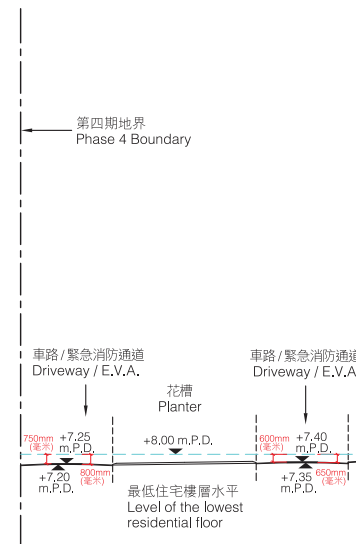
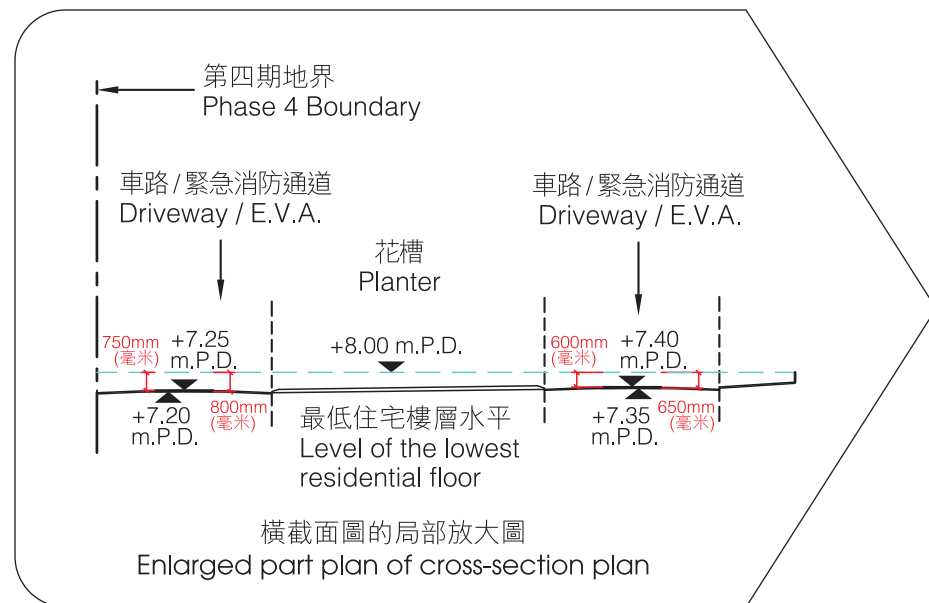
橫截面圖 E-E

CROSS-SECTION PLAN E-E



1. 毗連建築物的一段緊急消防通道，為香港主水平基準以上7.35米至7.4米。
2. 藍色虛線為最低住宅樓層水平。

1. The part of Emergency Vehicle Access (EVA) adjacent to the building is 7.35 metres to 7.4 metres above Hong Kong Principal Datum (m.P.D.).
2. Blue dotted line denotes the level of the lowest residential floor.



第八座 BLOCK 8

