(II) Number of undivided shares allocated to each Flat:

Floor	Flat	No. of Undivided Shares
G	C	95 / 4,268
	D	120 / 4,268
1	A	119 / 4,268
	B	83 / 4,268
	C	82 / 4,268
	D	123 / 4,268
2	A	119 / 4,268
	B	83 / 4,268
	C	82 / 4,268
	D	123 / 4,268
3	A	119 / 4,268
	B	83 / 4,268
	C	82 / 4,268
	D	123 / 4,268
5	A	119 / 4,268
	B	86 / 4,268
	C	85 / 4,268
	D	123 / 4,268
6	A	129 / 4,268
	B	93 / 4,268
	C	92 / 4,268
	D	134 / 4,268

Note: There is no designation of 4/F.

3. The Term of Years for which the Manager of the Development is Appointed

Wah Yip Property Management Limited will be appointed as the first manager to manage the Land and the Development for the initial term of Two years from the date of the DMC and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of the DMC.

4. The Basis on which the Management Expenses are Shared Among the Owners of the Residential Properties in the Development

The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the following principles:

(a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget (as defined in the DMC) in the proportion which the number of the Management Shares (as defined in the DMC) allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development;

(b) Each Owner in addition to the amount payable under (a) above shall in respect of each House of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his House bears to the total number of the Management Shares allocated to all Houses of and in the Development;

(c) Each Owner in addition to the amount payable under (a) above shall in respect of each Flat of which he is the Owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his Flat bears to the total number of the Management Shares allocated to all Flats of and in the Development; and

(d) Each Owner in addition to the amount payable under (a) above shall in respect of each Car Park of which he is the owner contribute to the amount assessed under Part D of the annual Management Budget in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development.

Notes:
(1) The number of management shares of a residential property is the same as the number of undivided shares allocated to that residential property. However, the total number of undivided shares in the Development is different from the total number of management shares in the Development.
(2) The total number of management shares of all residential properties in the Development is 4,130.
(3) The total number of management shares of the entire Development is 4,258.

5. The Basis on which the Management Fee Deposit is Fixed

The management fee deposit is equivalent to one month's monthly contribution of the first year's budgeted management expenses and such sum is non-refundable but transferable.

6. The Area (if any) in the Development Retained by the Owner for that Owner's Own Use

Not applicable.

15. 批地文件的摘要 SUMMARY OF LAND GRANT

A. **發展項目所位於的土地的地段編號**

發展項目位於屯門市地段第434號(**「該地段」**)。

B. **有關租契規定的年期**

根據在土地註冊處以新批地文件第21610號(**「批地文件」**)註冊及備存的賣地協議及條件規定，該地段的批租年期由2013年7月30日起計50年。

C. **適用於該土地的用途限制**

1. **批地文件特別條款第(4)條規定：**
該地段或其任何部分或在該地段或其任何部分上已建或擬建的任何建築物或其部分不能用作除私人住宅以外的任何其他用途。

2. **批地文件特別條款第(7)(c)(iii)條規定：**
獲豁免設施(按下文界定)僅能由該地段上已建或擬建的住宅大廈的住戶和他們的真正訪客使用，而並非其他人士。

3. **批地文件特別條款第(10)(a)(ii)條規定：**
看更或管理員或兩者的辦公場所不能用作除該地段內長期聘用和必要時聘用的看更或管理員或兩者的辦公場所以外的任何用途。

4. **批地文件特別條款第(11)(a)(ii)條規定：**
看更或管理員或兩者的宿舍不能用作除該地段內長期聘用和必要時聘用的看更或管理員或兩者的住宿以外的任何用途。

5. **批地文件特別條款第(12)(a)(i)條規定：**
業主立案法團或業主委員會辦事處不能用作除已成立或擬成立有關該地段和該地段上已建或擬建建築物的業主立案法團或業主委員會開會和行政工作以外的任何用途。

6. **批地文件特別條款第(18)(a)(iv)條規定：**
按批地文件特別條款第(18)(a)(i)(I)條(可能會按批地文件特別條款第(21)條調整)、第(18)(a)(i)(II)條及第(18)(a)(iii)條 (可能會按批地文件特別條款第(21)條調整)提供的停車位不得用作除該等條款指定以外的任何用途，及特別是上述停車位不得用作汽車儲存、陳列或展示作汽車出售或其他用途或提供汽車清潔及美容服務。

7. **批地文件特別條款第(18)(b)(ii)條規定：**
傷殘人士停車位(按下文界定)不得用作《道路交通條例》、據此訂立的規例或任何修訂法例界定的傷殘人士停泊屬於該地段已建或擬建的建築物之住戶和他們的真正來賓、訪客或受邀請人的車輛以外的任何用途，及特別是上述停車位不得用作汽車儲存、陳列或展示作汽車出售或其他用途或提供汽車清潔及美容服務。

8. **批地文件特別條款第(18)(c)(ii)條規定：**
電單車停車位(按下文界定)不得用作除批地文件特別條款第(18)(c)(i)條指定以外的任何用途，及特別是上述停車位不得用作汽車儲存、陳列或展示作汽車出售或其他用途或提供汽車清潔及美容服務。

9. **批地文件特別條款第(19)(b)條規定：**
按批地文件特別條款第(19)(a)條提供的每個停車位的尺寸為：3.5米闊、11.0米長、淨高最少4.7米。該停車位不能用作除與該地段已建或擬建建築物有關的貨車上落貨以外的任何用途。

10. **批地文件特別條款第(25)條規定：**
經地政總署署長(**「署長」**)批准並備存於署長的停車位平面圖上顯示的泊車位及上落客貨區不能用作除批地文件特別條款第(18)、(19)及(20)條分別列明的用途以外的任何其他用途。買方須按上述經批准圖則保養泊車位及上落客貨區及其他區域，包括但不限於升降機、過道、調度及迴旋處，而未經署長的事先書面批准不能更改其佈局。除上述經批准圖則標明的停車位外，不能使用該地段或該地段上任何建築物或構築物的部分作泊車用途。

11. **批地文件特別條款第(40)條規定：**
不准在該地段搭建或製作墳墓或骨灰安置所，亦不准在其內或其上用泥罎、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。

D. **按規定須興建並提供予政府或供公眾使用的設施**

不適用。

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

1. **批地文件一般條款第7條規定:**
(a) 買方須在整個租期期間按批地文件一般條款及特別條款(**「此等條款」**)對已建或重建建築物(該詞意指以下第(b)分條預期的重建工程)：
(i) 按經批准的設計及配置及任何經批准的建築圖則保養一切建築物，不得對其作出修訂或更改；及
(ii) 保養按此等條款建成或在批地文件之日其後按此等條款或任何其後對此等條款的合同修訂所興建的一切建築物處於修繕妥當及良好的保養狀態直至租約結束或提前終止交還為止。

(b) 倘若在租期的任何時候清拆當時在該地段或其中任何部分上面的任何建築物，買方須興建相同類型和不少於其總樓面面積的品質良好的建築物或署長批准的類型及價值的建築物作為代替。如果進行上述清拆，買方須在上述清拆的一個曆月內向署長申請其同意進行重建該地段的建築工程。當收到上述同意後買方必須在三個曆月內開展重建的必要工程及在署長規定的期限內以署長滿意的方式完成重建。

2. **批地文件特別條款第(3)條規定：**
買方須以在該地段上興建在一切方面符合此等條款和當時在香港所實施的或可能在任何時候實施的一切有關建築、衛生及規劃的條例、附例及規例的一幢或多幢建築物開發該地段，並須於2018年3月31日或之前完成建築和使其適合佔用。此日期根據地政署/屯門辦事處於2018年3月29日和2018年6月29日發出的信件修改為2018年9月30日。

3. **批地文件特別條款第(7)(a)條規定：**
經署長書面批准，買方可在該地段內搭建、建築及提供康樂設施及其輔助設施(以下簡稱**「設施」**)。設施的類型、體積、設計、高度及佈局亦須經署長的預先書面批准。

4. **批地文件特別條款第(7)(c)條規定：**
倘若設施任何部分被豁免列入計算批地文件特別條款第(7)(b)條的總樓面面積(以下簡稱**「獲豁免設施」**)：
(i) 獲豁免設施須指定為並構成批地文件特別條款第(15)(a)(v)條提及的公用地方；及
(ii) 買方須自費保養獲豁免設施處於修繕妥當的狀態並營運獲豁免設施，使署長滿意。

5. **批地文件特別條款第(9)(a)條規定：**
買方須自費向署長提交一份總園景圖則，列明按批地文件特別條款第(9)(b)條的要求擬在該地段提供的園景工程的位置、佈局及分佈，供署長審批。

6. **批地文件特別條款第(9)(b)條規定：**

（i） 總園景圖則須採用1:500或更大的比例編制並載有有關園景建議的資料，包括現有樹木之測量與處理、地盤佈局及平整水平、建築物開發形式的概念、園景範圍軟硬件的佈局說明及署長可要求的其他資料。該地段或其中任何部分的地盤平整工程必須取得按批地文件特別條款第(8)條授予的同意(如要求)才能展開。該地段或其中任何部分的的基礎工程必須在署長對總園景圖則作出書面批准後才能展開。

（ii） 該地段不少於20%的範圍須種植樹木、灌木或其他植物。

（iii） 批地文件特別條款第(9)(b)(ii)條提及的20%中不少於50%(以下簡稱**「綠化範圍」**)須設置在署長自行酌情決定的位置或水平，使行人可看見綠化範圍或進入該地段的任何人士均可到達綠化範圍。

（iv） 署長對買方建議當中的哪些園景工程構成批地文件特別條款第(9)(b)(ii)條提及的20%之決定即為最終裁決，且對買方具有約束力。

（v） 署長可自行酌情接受買方建議用其他非種植裝飾代替種植樹木、灌木或其他植物。

7. **批地文件特別條款第(9)(c)條規定：**

買方須按經批准總園景圖則自費美化該地段，在一切方面使署長滿意。未經署長預先書面批准，買方不能對經批准之總園景圖則作出修訂、改變、更改、修改或更替。

8. **批地文件特別條款第(9)(d)條規定：**

買方須在美化該地段後自費保持與保養園景工程處於安全、乾淨、整潔、整齊及健康狀態，完全使署長滿意。

9. **批地文件特別條款第(9)(e)條規定：**

按批地文件特別條款第(9)條指定而美化的範圍須指定為並構成批地文件特別條款第(15)(a)(v)條提及的公用地方之部分。

10. **批地文件特別條款第(10)(a)條規定：**

可於該地段為看更或管理員或兩者提供辦事處，惟須遵從以下條件：

（i） 署長認為上述場所就該地段已建或擬建的建築物的安全、保安及妥善管理的是必須的；及

（ii） 上述場所的位置須首先取得署長的書面批准。

就本特別條款而言，辦公場所不得設置在該地段上任何擬供或改造用於單一家庭住宅用途的建築物內。署長對建築物是否構成或擬用於單一家庭住宅用途之決定即為最終裁決，且對買方具有約束力。

11. **批地文件特別條款第(10)(d)條規定：**

按批地文件特別條款第(10)(a)條在該地段內提供的辦公場所須指定為並構成批地文件特別條款第(15)(a)(v)條提及的公用地方之部分。

12. **批地文件特別條款第(11)(a)條規定：**

在該地段內提供的看更或管理員或兩者的宿舍須設在該地段上已建的任何一座住宅單位大廈內或設在署長書面批准的其他位置內。

就本特別條款而言，宿舍不得設置在該地段上任何擬供或改造用於單一家庭住宅用途的建築物內。署長對建築物是否構成或擬用於單一家庭住宅用途之決定即為最終裁決，且對買方具有約束力。

13. **批地文件特別條款第(11)(c)條規定：**

按批地文件特別條款第(11)(a)條在該地段內提供的看更或管理員或兩者的宿舍所須指定為並構成批地文件特別條款第(15)(a)(v)條提及的公用地方之部分。

14. **批地文件特別條款第(12)(a)條規定：**

可於該地段為業主立案法團或業主委員會提供一個辦事處，惟任何該等辦事處的位置須首先取得署長的書面批准。

15. **批地文件特別條款第(12)(c)條規定：**

按批地文件特別條款第(12)(a)條在該地段內提供的辦事處所須指定為並構成批地文件特別條款第(15)(a)(v)條提及的公用地方之部分。

16. **批地文件特別條款第(18)(a)(i)條規定：**

必須在該地段之內按以下比率提供用以停泊《道路交通條例》、據此制定的任何規例及任何修訂法例之下獲發牌的並且屬於該地段上已建或擬建的一幢或多幢建築物的住戶和他們的真正來賓、訪客或受邀請人的汽車之停車位(以下簡稱**「住宅停車位」**)，以達至署長滿意程度：

(I) 如在該地段提供一幢或多幢住宅單位(擬用於單一家庭住宅之用的獨立屋、半獨立屋或排屋除外)，以該地段上已建或擬建的住宅單位各自的大小按下表所列的比率計算，但如署長同意不同於下表所列的比率或數目則除外：

每一個住宅單位的大小	將提供的住宅停車位數目
小於 40 平方米	每 35 個住宅單位或其部分設3個停車位
不小於 40 平方米但小於 70 平方米	每 7 個住宅單位或其部分設1個停車位
不小於 70 平方米但小於 100 平方米	每 14 個住宅單位或其部分設5個停車位
不小於 100 平方米但小於 160 平方米	每 7 個住宅單位或其部分設5個停車位
不小於 160 平方米但小於 220 平方米	每 7 個住宅單位或其部分設9個停車位
不小於 220 平方米	每 7 個住宅單位或其部分設12個停車位

(II) 如在該地段提供擬用於單一家庭住宅之用的獨立屋、半獨立屋或排屋，則按以下比率計算：

(A) 如該房屋的建築面積小於160平方米，該等房屋每間設1個停車位；如該房屋的建築面積不小於160平方米但小於 220 平方米，該等房屋每間設1.5個停車位，但倘若根據批地文件特別條款第(18)(a)(i)(II)(A)條提供的停車位數目是一個有小數點的數字，則須將之以向上捨入方式換算至下一個整數；及

(B) 如該房屋的建築面積不小於220 平方米，該等房屋每間設兩個停車位。

就本特別條款而言，署長就甚麼房屋構成獨立屋、半獨立屋或排屋以及該房屋是否構成或擬用作單一家庭住宅用途所作的決定即為最終裁決，且對買方具有約束力。

15. 批地文件的摘要
SUMMARY OF LAND GRANT

17. 批地文件特別條款第(18)(a)(iii)條規定：

必須按下列比率或署長可批准的比率在該地段提供額外的停車位，用以停泊《道路交通條例》、據此制定的任何規例及任何修訂法例之下獲發牌的並且屬於該地段上已建或擬建的一幢或多幢建築物的住戶的真正來賓、訪客或受邀請人的汽車：

(I) 該地段已建或擬建提供超過75個住宅單位的每幢住宅單位大廈(以下簡稱「超過75個住宅單位的大廈」)配置3個停車位； 及

(II) 於該地段上已建或擬建的一幢或多幢建築物內每25個住宅單位(不包括任何超過75個住宅單位的大廈內的住宅單位)或其部分配置1個停車位，惟至少提供2個停車位。

為免存疑，擬用作單一家庭住宅用途的獨立屋、半獨立屋或排屋視為批地文件特別條款第(18)(a)(iii)(II)條提述的一個住宅單位。署長就獨立屋、半獨立屋或排屋否構成或擬用作單一家庭住宅用途所作的決定即為最終裁決，且對買方具有約束力。

18. 批地文件特別條款第(18)(b)(i)條規定：

按批地文件特別條款第(18)(a)(i)(I)條(可能會按批地文件特別條款第(21)條調整)、第(18)(a)(i)(II)條及第(18)(a)(iii)條(可能會按批地文件特別條款第(21)條調整)提供的停車位中，買方須按建築事務監督要求及批准保留與指定一定數量的停車位，供《道路交通條例》、據此制定的規例或任何修訂法例界定的傷殘人士停泊車輛(該等保留與指定的停車位在下文簡稱**「傷殘人士停車位」**)，但是必須在按批地文件特別條款第(18)(a)(iii)條(可能會按批地文件特別條款第(21)條調整)提供的停車位中保留與指定至少1個停車位，且買方不能指定或保留按批地文件特別條款第(18)(a)(iii)條（可能會按批地文件特別條款第(21)條調整)提供的全部停車位作為傷殘人士停車位。

19. 批地文件特別條款第(18)(c)(i)條規定：

除非署長同意其他的比率，必須按批地文件特別條款第(18)(a)(i)(I)條和第(18)(a)(iii)條(可能會按批地文件特別條款第(21)條調整) 規定停車位總數的10%之比率在該地段內提供令署長滿意的停車位，用以停泊《道路交通條例》、據此制定的任何規例及任何修訂法例之下獲發牌的並且屬於該地段上已建或擬建的一幢或多幢建築物的住戶和他們的真正來賓、訪客或受邀請人的電單車之停車位(**「電單車停車位」**)，但倘若提供的停車位數目是一個有小數點的數字，則須將之以向上捨入方式換算至下一個整數。

20. 批地文件特別條款第(18)(d)(i)條規定：

除傷殘人士停車位外，按批地文件特別條款第(18)(a)(i)(I)條(可能會按批地文件特別條款第(21)條調整)、第(18)(a)(i)(II)條及第(18)(a)(iii)條(可能會按批地文件特別條款第(21)條調整)提供的每個停車位的尺寸須為：2.5米闊、5.0米長、淨高最少2.4米。

21. 批地文件特別條款第(18)(d)(ii)條規定：

傷殘人士停車位的尺寸應按建築事務監督之要求及經其批准。

22. 批地文件特別條款第(18)(d)(iii)條規定：

每個電單車停車位的尺寸須為：1.0米闊、2.4米長、淨高最少2.4米或署長可批准的其他最少淨高。

23. 批地文件特別條款第(19)(a)條規定：

必須按在該地段已建或擬建的每幢800個住宅單位或其部分的住宅大廈內配置1個上落客貨停車位之比率或署長可批准的其他比率提供上落客貨停車位，使署長滿意。但是每幢在該地段已建或擬建的住宅單位大廈須提供至少1個上落客貨停車位，該上落客貨停車位須設在每幢住宅單位大廈旁邊或之內。就本特別條款而言，擬用作單一家庭住宅用途的獨立屋、半獨立屋或排屋不能視為住宅單位大廈或住宅單位。署長就獨立屋、半獨立屋或排屋否構成或擬用作單一家庭住宅用途所作的決定即為最終裁決，且對買方具有約束力。

24. 批地文件特別條款第(20)條規定：

必須按每15個每個面積少於70平方米的住宅單位或其中部分提供1個車位的比率或署長可批准的其他比率在該地段內提供車位，供該地段上已建或擬建的一幢或多幢建築物之住戶和他們的真正來賓、訪客或受邀請人停泊單車，使署長滿意。就本特別條款而言，擬用作單一家庭住宅用途的獨立屋、半獨立屋或排屋不能視為1個住宅單位。署長就獨立屋、半獨立屋或排屋否構成或擬用作單一家庭住宅用途所作的決定即為最終裁決，且對買方具有約束力。

25. 批地文件特別條款第(24)條規定：

按批地文件特別條款第(18)(a)(iii)條(可能會按批地文件特別條款第(21)條調整)在該地段內提供的停車位、傷殘人士停車位及按批地文件特別條款第(19)和(20)條提供的停車位須指定為並構成公用地方之部分。

26. 批地文件特別條款第(28)(a)條規定：

如果任何土地有或已經被分割、排除或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長事先書面同意，亦不論是在該地段內或任何政府土地內，旨在塑造、平整或開發該地段或其中任何部分或買方按此等條款需要進行的任何其他工程或作任何其他用途，買方須自費進行與修建該等斜坡處理工程、擋土牆或其他支撐物、保護物、排水或輔助工程或今後任何時間可能成為必要的其他工程，以保護與支撐該地段和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。買方須在批地文件授予的租期期間自費保養該土地、斜坡處理工程、擋土牆或其他支撐物、保護物、排水或輔助工程或其他工程處於修繕妥當的狀態，使署長滿意。

27. 批地文件特別條款第(28)(c)條規定：

倘若因為任何塑造、平整、開發或買方進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地，買方須自費進行修復或彌補，使署長滿意並對上述塌方、山泥傾瀉或地陷造成政府、他的代理人及承辦商承受、遭受或產生之一切費用、收費、損害賠償、要求及索償作出彌償。

28. 批地文件特別條款第(28)(d)條規定：

除了批地文件規定對違反批地文件的任何其他權利或濟助外，署長有權發出書面通知要求買方進行、修建及保養該土地、斜坡處理工程、擋土牆或其他支承物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果買方不理會或未能在通知指定的時期內執行該通知要求，使署長滿意，署長可立即執行與進行任何必要工程。買方須在要求時償還政府因此產生的費用連同任何行政費或專業費用及開支。

29. 批地文件特別條款第(30)條規定：

如果在開發或重建該地段或其中任何部分時已安裝預應力地樁，買方須在預應力地樁的服務年限期間自費定期保養與定期檢查預應力地樁，使署長滿意並在署長不時行使其絕對酌情權要求時提供上述檢驗工程的報告和資料給署長。如果買方不理會或未能進行要求的監察工程，署長可立即執行與進行該監察工程。買方須在要求時償還政府因此產生的費用。

30. 批地文件特別條款第(33)(a)條規定：

買方須自費建造與保養該地段邊界內或政府土地內，署長認為必要的排水渠及渠道，以阻截與引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，使署長滿意。買方須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其人員作出彌償。

15. 批地文件的摘要 SUMMARY OF LAND GRANT

31. **批地文件特別條款第(33)(b)條規定：**

連接該地段的任何排水渠和污水渠至政府的雨水渠、排水渠及污水渠(如已建及試用)的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對買方負責。買方須在要求時向政府支付上述連接工程的費用。另一選擇是該等連接工程可由買方自費進行，使署長滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由買方自費保養，直至要求時由買方移交給政府，由政府出資負責今後的保養。買方須在要求時向政府支付有關上述連接工程的技術檢查之費用。倘若買方未能保養在政府土地內修建上述任何一段的連接工程，署長可進行他認為必要的保養工程，買方須在要求時向政府支付該等工程的費用。

F. **對買方造成負擔的租用條件**

1. **批地文件特別條款第(8)(a)條規定：**

未經署長事先書面同意，不得移走或干擾在該地段或毗鄰地段種植的樹木。署長在給予同意時可以對移植、代償性環境美化或補種施加其認為合適的條件。

2. **批地文件特別條款第(8)(b)條規定：**

在不影響批地文件特別條款第(8)(a)條規定下，買方必須保留和不能砍伐、移走或干擾在附錄於批地文件的圖則上顯示與標明為Ficus microcarpa(T50)的樹木並須在批地文件批租的整個租期期間按一切方面都使署長滿意的方式自費保持與保育該細葉榕(T50)處於健康狀態。

3. **批地文件特別條款第(8)(c)條規定：**

未經署長事先書面同意，買方不得在粉紅色加黑點及粉紅色加黑斜線黑點範圍之上、上方、上面、之下、下面或之內搭建、建築或安置任何建築物或構築物或建築物或構築物的支撐物(包括但不限於圍牆及圍欄)。署長在給予同意時可以施加其行使其絕對酌情權下決定的條件。

4. **批地文件特別條款第(23)(a)條規定：**

即使已遵守與履行此等條件使署長滿意，住宅停車位及電單車停車位不能

(i) 轉讓，除非

(I) 連同該地段的不分割份數及獨家使用及管有該地段已建或擬建大廈的住宅單位的權利；或

(II) 給已經是該地段的不分割份數及獨家使用及管有該地段已建或擬建大廈的住宅單位的權利的業主之人士；或

(ii) 分租，除非給該地段已建或擬建大廈的住宅單位的住戶。

但是在任何情況下，不得轉讓或分租超過3個住宅停車位和電單車停車位給予該地段已建或擬建大廈的任何一個住宅單位的業主或住戶。為免存疑，擬用作單一家庭住宅用途的獨立屋、半獨立屋或排屋視為本特別條款提述的一個住宅單位。署長就獨立屋、半獨立屋或排屋否構成或擬用作單一家庭住宅用途所作的決定即為最終裁決，且對買方具有約束力。

5. **批地文件特別條款第(27)條規定：**

未經署長的事先書面批准，買方不能切割、移走或退讓毗連或毗鄰該地段的任何政府土地或在政府土地上進行任何堆積、填土或任何類型的斜坡處理工程。署長可自行酌情發出同意，惟須受制他認為合適的條件及條件，包括按他決定的地價授予額外的政府土地作為該地段的延伸段。

6. **批地文件特別條款第(31)(a)條規定：**

倘若從該地段或開發該地段所影響的其他範圍遭受腐蝕、沖洗或棄置泥土、廢石方、瓦礫、建築廢料或建材(以下簡稱「廢料」)到公共行人徑、道路或路渠、海灘、海床、污水渠、雨水渠或溝渠或其他政府物業(以下簡稱「政府物業」)，買方須自費清理該等廢料並修復對政府物業造成的損壞。買方須對上述腐蝕、沖洗或棄置造成私人物業的任何損壞或滋擾及引致的一切訴訟、索償及要求向政府作出彌償。

7. **批地文件特別條款第(31)(b)條規定：**

即使批地文件特別條款第(31)(a)條有所規定，署長可以(但沒有責任)應買方要求清理上述廢料和修復對政府物業造成的損壞。買方須在要求時向政府支付因此產生的費用。

8. **批地文件特別條款第(32)條規定：**

買方須在任何時候，特別是在任何建築、保養、翻新或維修工程(「工程」)期間，採取或促使他人採取一切適當及充分的謹慎、技巧及預防措施，避免對該地段或其中任何部分之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水喉、道路、行人路、行人徑、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(以下統稱**「服務」**)造成任何損壞。買方在進行上述任何工程之前須進行或促使他人進行適當的勘測及必要的了解，確定任何服務的現況及位置水平，並提交處理任何可能會受工程影響之任何服務的書面建議給署長，供他對其一切方面審批，但必須在取得署長對上述工程及建議作出的書面批准後才能進行該等工程。買方須履行署長對服務的任何要求和自行承擔符合該等要求支出的費用，包括改道、重鋪或修復的費用。買方必須自費在一切方面維修、彌補及修復以任何方式進行上述工程對該地段或其中任何部分或該等服務造成的任何損壞、干擾或阻塞(明渠、污水渠、雨水渠或總水喉須由署長負責修復，除非他另作選擇，買方須在要求時向政府支付該等工程的費用)，使署長滿意。如果買方未能對該地段或其中任何部分或該等服務進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，買方須在要求時向政府支付該等工程的費用。

9. **批地文件特別條款第(37)條規定：**

未經取得署長的預先書面同意(署長在給予同意時可以施加行使其絕對酌情權下決定的條款及條件)，不能在附錄於批地文件的圖則上以粉紅色加黑斜線(**「粉紅色加黑斜線範圍」**)和粉紅色加交叉黑線(**「粉紅色加交叉黑線範圍」**)分別顯示的範圍之上、上面、上方、之下、下面或之內搭建、建造或安置任何建築物或構築物或建築物或構築物的支撐物，除了：

(a) 在粉紅色加黑斜線範圍和粉紅色加交叉黑線範圍上的邊界牆或圍牆或兩者；及

(b) 在粉紅色加交叉黑線範圍內建行車道。

就本特別條款而言，署長就甚麼會構成行車道所作的決定即為最終裁決，且對買方具有約束力。

10. **批地文件特別條款第(38)(a)條規定：**

但凡在此等條款中規定政府或它妥為授權的人員須或可以在該地段或其中任何部分或該地段外面進行任何類型的工程(不論是代表買方或因為買方失責而進行上述工程或其他情況)，其費用由買方承擔或買方必須在要求時支付或付還上述工程的費用給政府或它妥為授權的人員，該等費用應包括政府或或它妥為授權的人員可釐定的監管費及經費。

註：
在本批地文件的摘要中，「買方」指批地文件內的買方，在上下文義允許或要求下，包括它的繼承人及受讓人；「政府」指香港特別行政區政府。

15. 批地文件的摘要 SUMMARY OF LAND GRANT

A. Lot Number of the Land on which the Development is situated

The Development is situated on Tuen Mun Town Lot No.434 **("the lot")**.

B. Term of years under the Lease

The lot is granted for a term of 50 years commencing from 30th July 2013 under the Agreement and Conditions of Sale registered and deposited in the Land Registry as New Grant No.21610 **("the Land Grant")**.

C. User restrictions applicable to the Land

1. **Special Condition No.(4) of the Land Grant provides 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 private residential purposes.

2. **Special Condition No.(7)(c)(iii) of the Land Grant provides that:**
   The Exempted Facilities (as hereinafter defined) shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.

3. **Special Condition No.(10)(a)(ii) of the Land Grant provides that:**
   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.

4. **Special Condition No.(11)(a)(ii) of the Land Grant provides that:**
   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.

5. **Special Condition No.(12)(a)(i) of the Land Grant provides that:**
   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.

6. **Special Condition No.(18)(a)(iv) of the Land Grant provides that:**
   The spaces provided under Special Conditions Nos.(18)(a)(i)(I) (as may be adjusted pursuant to Special Condition No.(21) of the Land Grant), (18)(a)(i)(II) and (18)(a)(iii) (as may be adjusted pursuant to Special Condition No.(21) of the Land Grant) of the Land Grant shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

7. **Special Condition No.(18)(b)(ii) of the Land Grant provides that:**
   The Parking Spaces for the Disabled Persons (as hereinafter defined) shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

8. **Special Condition No.(18)(c)(ii) of the Land Grant provides that:**
   The Motor Cycle Parking Spaces (as hereinafter defined) shall not be used for any purpose other than for the purpose set out in Special Condition No.(18)(c)(i) of the Land Grant and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

9. **Special Condition No.(19)(b) of the Land Grant provides that:**
   Each of the spaces provided under Special Condition No.(19)(a) of the Land Grant shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.

10. **Special Condition No.(25) of the Land Grant provides that:**
    The parking and loading and unloading spaces indicated on the car park layout plan approved by and deposited with the Director of Lands **("the Director")** shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos.(18), (19) and (20) of the Land Grant. The Purchaser shall maintain the parking and loading and unloading spaces and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

11. **Special Condition No.(40) of the Land Grant provides that:**
    No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

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

Not applicable

E. Grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside the Land

1. **General Condition No.7 of the Land Grant provides that:**
   (a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with the General and Special Conditions of the Land Grant **("these Conditions")**:
      (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto; and
      (ii) maintain all buildings erected or which may after the date of the Land Grant be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
   (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.

2. **Special Condition No.(3) of the Land Grant provides that:**
   The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before 31st March 2018. This date was amended to 30th September 2018 pursuant to letters from the District Lands Office/Tuen Mun dated 29th March 2018 and 29th June 2018.

3. **Special Condition No.(7)(a) of the Land Grant provides that:**

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

4. **Special Condition No.(7)(c) of the Land Grant provides that:**

In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to Special Condition No.(7)(b) of the Land Grant **("the Exempted Facilities")**:

(i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(15)(a)(v) of the Land Grant; and

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

5. **Special Condition No.(9)(a) of the Land Grant provides that:**

The Purchaser shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in Special Condition No.(9)(b) of the Land Grant.

6. **Special Condition No.(9)(b) of the Land Grant provides that:**

(i) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas, and such other information as the Director may require. No site formation works shall be commenced on the lot or any part thereof until consent, if required, has been granted under Special Condition No.(8) of the Land Grant. No superstructure work shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director.

(ii) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.

(iii) Not less than 50% of the 20% referred to in Special Condition No.(9)(b)(ii) of the Land Grant **("the Greenery Area")** shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

(iv) The decision of the Director on which landscaping works proposed by the Purchaser constitutes the 20% referred to in Special Condition No.(9)(b)(ii) of the Land Grant shall be final and binding on the Purchaser.

(v) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.

7. **Special Condition No.(9)(c) of the Land Grant provides that:**

The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape master plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director.

8. **Special Condition No.(9)(d) of the Land Grant provides that:**

The Purchaser shall after the lot has been landscaped at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

9. **Special Condition No.(9)(e) of the Land Grant provides that:**

The area or areas landscaped in accordance with Special Condition No.(9) of the Land Grant shall be designated as and form part of the Common Areas referred to in Special Condition No.(15)(a)(v) of the Land Grant.

10. **Special Condition No.(10)(a) of the Land Grant provides that:**

Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

(i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the lot; and

(ii) the location of any such accommodation shall first be approved in writing by the Director.

For the purposes of this Special Condition, no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

11. **Special Condition No.(10)(d) of the Land Grant provides that:**

Office accommodation provided within the lot in accordance with Special Condition No.(10)(a) of the Land Grant shall be designated as and form part of the Common Areas referred to in Special Condition No.(15)(a)(v) of the Land Grant.

12. **Special Condition No.(11)(a) of the Land Grant provides that:**

Quarters for watchmen or caretakers or both may be provided within the lot subject to the condition that such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director.

For the purposes of this Special Condition, no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

13. **Special Condition No.(11)(c) of the Land Grant provides that:**

Quarters for watchmen or caretakers or both provided within the lot in accordance with Special Condition No.(11)(a) of the Land Grant shall be designated as and form part of the Common Areas referred to in Special Condition No.(15)(a)(v) of the Land Grant.

14. **Special Condition No.(12)(a) of the Land Grant provides that:**

One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that the location of any such office shall first be approved in writing by the Director.

15. **Special Condition No.(12)(c) of the Land Grant provides that:**

An office provided within the lot in accordance with Special Condition No.(12)(a) of the Land Grant shall be designated as and form part of the Common Areas referred to in Special Condition No.(15)(a)(v) of the Land Grant.

16. Special Condition No.(18)(a)(i) of the Land Grant provides that:

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

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

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	3 spaces for every 35 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	1 space for every 7 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	5 spaces for every 14 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	5 spaces for every 7 residential units or part thereof
Not less than 160 square metres but less than 220 square metres	9 spaces for every 7 residential units or part thereof
Not less than 220 square metres	12 spaces for every 7 residential units or part thereof

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

(A) one space for each such house where its gross floor area is less than 160 square metres and 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under Special Condition No.(18)(a)(i)(II)(A) of the Land Grant is a decimal number, the same shall be rounded up to the next whole number; and

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

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

17. Special Condition No.(18)(a)(iii) of the Land Grant provides that:

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

(I) three spaces for every block of residential units erected or to be erected on the lot which contains more than 75 residential units **("block of more than 75 residential units")**; and

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

For the avoidance of doubt, a detached, semi-detached or terraced house which is intended for use as a single family residence shall be regarded as a residential unit referred to in Special Condition No.(18)(a)(iii)(II) of the Land Grant. The decision of the Director as to whether a detached, semi-detached or terraced house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

18. Special Condition No.(18)(b)(i) of the Land Grant provides that:

Out of the spaces provided under Special Conditions Nos.(18)(a)(i)(I) (as may be adjusted pursuant to Special Condition No.(21) of the Land Grant), (18)(a)(i)(II) and (18)(a)(iii) (as may be adjusted pursuant to Special Condition No.(21) of the Land Grant) of the Land Grant, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as **"the Parking Spaces for the Disabled Persons"**) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under Special Condition No.(18)(a)(iii) of the Land Grant (as may be adjusted pursuant to Special Condition No.(21) of the Land Grant) and that the Purchaser shall not designate or reserve all of the spaces provided under Special Condition No. (18)(a)(iii) of the Land Grant (as may be adjusted pursuant to Special Condition No.(21) of the Land Grant) to become the Parking Spaces for the Disabled Persons.

19. Special Condition No.(18)(c)(i) of the Land Grant provides that:

Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees **("the Motor Cycle Parking Spaces")** at a rate of 10 percent of the total number of spaces required to be provided under Special Conditions Nos.(18)(a)(i)(I) and (18)(a)(iii) of the Land Grant (as may be adjusted pursuant to Special Condition No.(21) of the Land Grant) unless the Director consents to another rate, provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

20. Special Condition No.(18)(d)(i) of the Land Grant provides that:

Except the Parking Spaces for the Disabled Persons, each of the spaces provided under Special Conditions Nos.(18)(a)(i)(I) (as may be adjusted pursuant to Special Condition No.(21) of the Land Grant), (18)(a)(i)(II) and (18)(a)(iii) (as may be adjusted pursuant to Special Condition No.(21) of the Land Grant) of the Land Grant shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

21. Special Condition No.(18)(d)(ii) of the Land Grant provides that:

The dimensions of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.

22. Special Condition No.(18)(d)(iii) of the Land Grant provides that:

Each of the Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

23. Special Condition No.(19)(a) of the Land Grant provides that:

Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this Special Condition, a detached, semi-detached and terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units or a residential unit. The decision of the Director as to whether a detached, semi-detached or terraced house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

24. Special Condition No.(20) of the Land Grant provides that:

Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 15 residential units or part thereof with size of each residential unit being less than 70 square metres or at such other rates as may be approved by the Director. For the purpose of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to whether a detached, semi-detached or terraced house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

25. Special Condition No.(24) of the Land Grant provides that:

The spaces provided within the lot in accordance with Special Condition No.(18)(a)(iii) of the Land Grant (as may be adjusted pursuant to Special Condition No.(21) of the Land Grant), the Parking Spaces for the Disabled Persons and spaces provided within the lot in accordance with Special Conditions Nos.(19) and (20) of the Land Grant shall be designated as and form part of the Common Areas.

26. Special Condition No.(28)(a) of the Land Grant provides that:

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

27. Special Condition No.(28)(c) of the Land Grant provides that:

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

28. Special Condition No.(28)(d) of the Land Grant provides that:

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

29. Special Condition No.(30) of the Land Grant provides that:

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

30. Special Condition No.(33)(a) of the Land Grant provides that:

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

31. Special Condition No.(33)(b) of the Land Grant provides that:

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

F. Lease conditions that are onerous to a purchaser

1. Special Condition No.(8)(a) of the Land Grant provides 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.

2. Special Condition No.(8)(b) of the Land Grant provides that:

Without prejudice to the provisions of Special Condition No.(8)(a) of the Land Grant, the Purchaser shall preserve and shall not fell, remove or interfere with the tree shown and marked on the plan annexed to the Land Grant as *Ficus microcarpa* (T50) and shall at his own expense and in all respects to the satisfaction of the Director keep and maintain the said *Ficus microcarpa* (T50) in a healthy condition throughout the term agreed to be granted by the Land Grant.

3. **Special Condition No.(8)(c) of the Land Grant provides that:**

Save with the prior written consent of the Director, no building or structure or support for any building or structure (including but not limited to boundary walls and fences) may be erected, constructed or placed on, over, above, under, below or within the areas respectively shown coloured pink stippled black and pink hatched black stippled black on the plan annexed to the Land Grant. In the event of the Director giving such consent, he may impose such terms and conditions as he shall, in his absolute discretion, determine.

4. **Special Condition No.(23)(a) of the Land Grant provides that:**

Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:

(i) assigned except

(I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

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

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

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot. For the avoidance of doubt, a detached, semi-detached or terraced house which is intended for use as a single family residence shall be regarded as a residential unit referred to in this Special Condition. The decision of the Director as to whether a detached, semi-detached or terraced house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

5. **Special Condition No.(27) of the Land Grant provides that:**

The Purchaser shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine.

6. **Special Condition No.(31)(a) of the Land Grant provides that:**

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

7. **Special Condition No.(31)(b) of the Land Grant provides that:**

Notwithstanding Special Condition No.(31)(a) of the Land Grant, the Director may (but is not obliged to), at the request of the Purchaser, remove the waste from and make good any damage done to the Government properties and the Purchaser shall pay to the Government on demand the cost thereof.

8. **Special Condition No.(32) of the Land Grant provides that:**

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

9. **Special Condition No.(37) of the Land Grant provides that:**

Except with the prior written consent of the Director (who in giving such consent, may impose such terms and conditions as he shall, in his absolute discretion, determine), no building or structure or support for any building or structure shall be erected, constructed or placed on, over, above, under, below or within the areas respectively shown coloured pink hatched black **("the Pink Hatched Black Area")** and pink cross-hatched black **("the Pink Cross-hatched Black Area")** on the plan annexed to the Land Grant except:

(a) boundary walls or fences or both on the Pink Hatched Black Area and the Pink Cross-hatched Black Area; and

(b) driveway on the Pink Cross-hatched Black Area.

For the purpose of this Special Condition, the decision of the Director as to what constitutes driveway shall be final and binding on the Purchaser.

10. **Special Condition No.(38)(a) of the Land Grant provides that:**

Whenever in these Conditions it is provided that the Government or its duly authorized officers shall or may carry out works of any description on the lot or any part thereof or outside the lot (whether on behalf of the Purchaser or on the failure of the Purchaser to carry out such works or otherwise) at the cost of the Purchaser or that the Purchaser shall pay or repay to the Government or to its duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers.

Remarks:-
In this section, the expression "Purchaser" means the Purchaser under the Land Grant and where the context so admits or requires includes its successors and assigns; and the expression "Government" means the Government of the Hong Kong Special Administrative Region.

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

A. 根據批地文件規定須興建並提供予政府或供公眾使用的設施

不適用。

B. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施

不適用。

C. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的休憩用地

不適用。

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

不適用。

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

Not applicable

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

Not applicable

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

Not applicable

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

Not applicable

17. 對買方的警告 WARNING TO PURCHASERS

1. 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。

2. 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。

3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突－
   (i) 該律師事務所可能不能夠保障買方的利益；及
   (ii) 買方可能要聘用一間獨立的律師事務所；及
   (iii) 如屬3(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.

2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.

3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser,
   (i) that firm may not be able to protect the purchaser's interests; and
   (ii) the purchaser may have to instruct a separate firm of solicitors; and
   (iii) in the case of paragraph 3(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

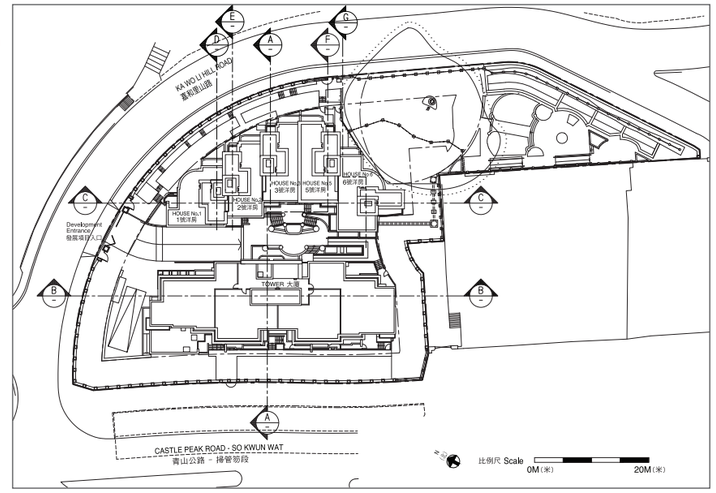
18. 發展項目中的建築物的橫截面圖
CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

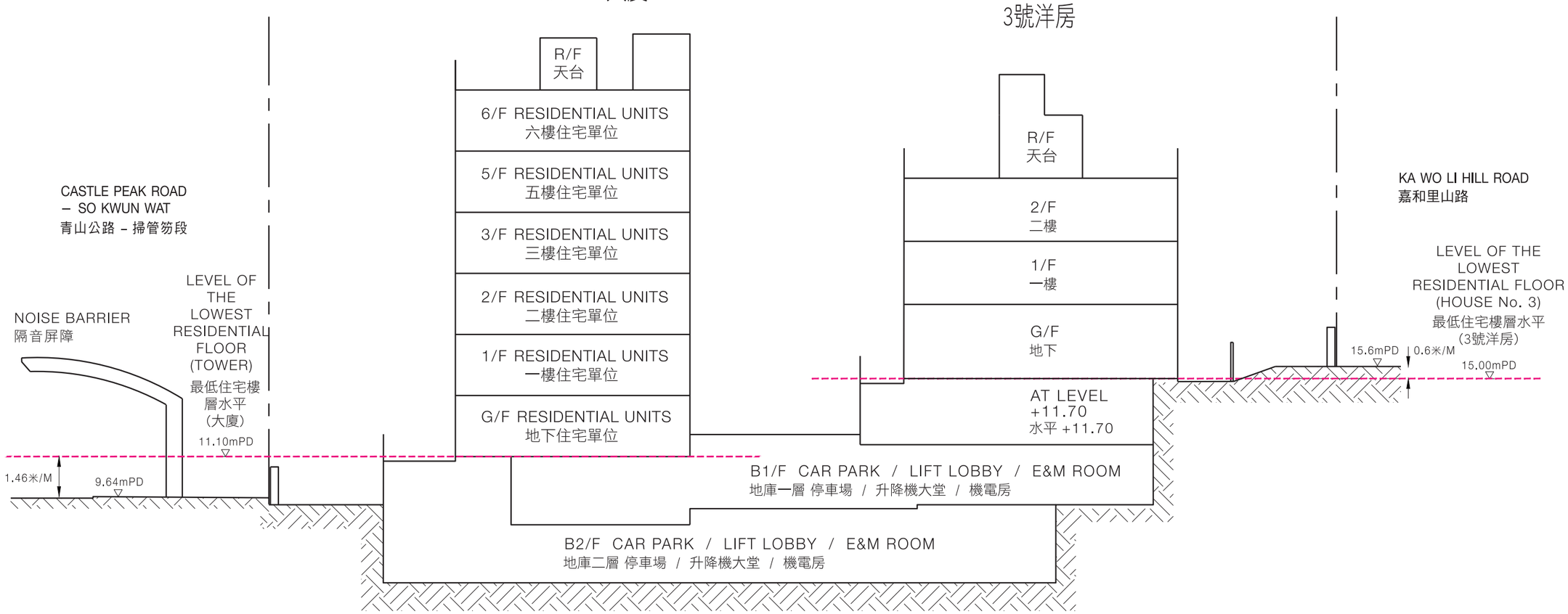
橫截面圖 A-A
Cross-section Plan A-A

The part of Castle Peak Road - So Kwun Wat adjacent to the building i.e. Tower is 9.64 metres above the Hong Kong Principal Datum (HKPD).
The part of Ka Wo Li Hill Road adjacent to the building i.e. House No. 3 is 15.6 metres above the Hong Kong Principal Datum (HKPD).
毗鄰建築物即大廈的一段青山公路 - 掃管笏段為香港主水平基準以上9.64米。
毗鄰建築物即3號洋房的一段嘉和里山路為香港主水平基準以上15.6米。

虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor

索引圖
Key Plan

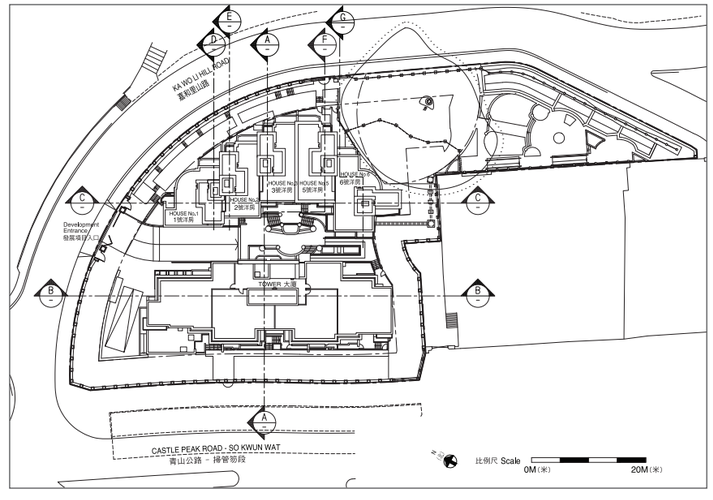




18. 發展項目中的建築物的橫截面圖
CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

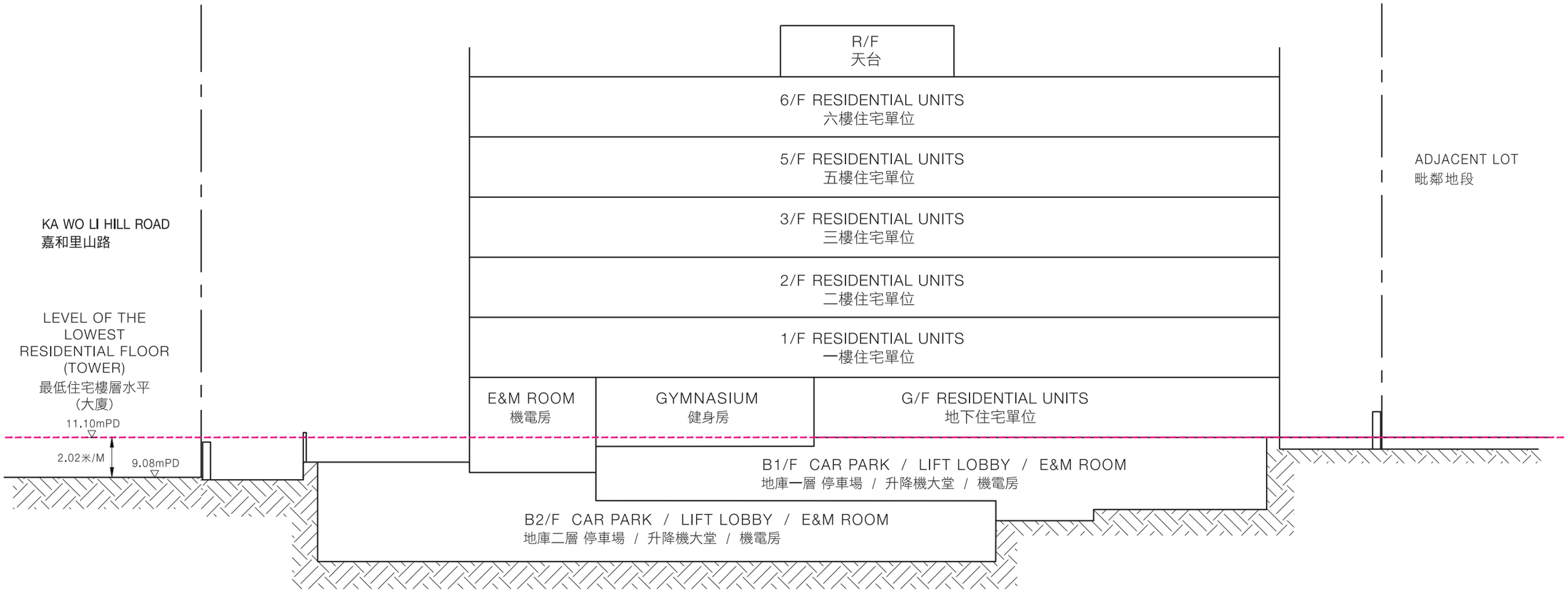
橫截面圖 B-B
Cross-section Plan B-B

索引圖
Key Plan



The part of Ka Wo Li Hill Road adjacent to the building i.e. Tower is 9.08 metres above the Hong Kong Principal Datum (HKPD).
毗鄰建築物即大廈的一段嘉和里山路為香港主水平基準以上9.08米。

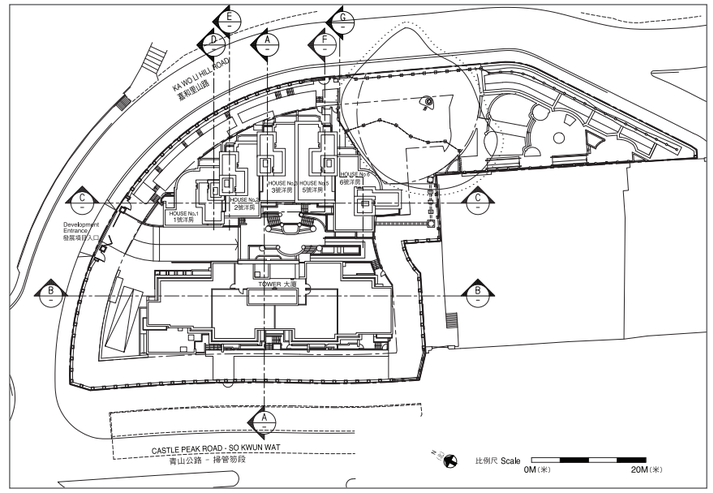
虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor



18. 發展項目中的建築物的橫截面圖
CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

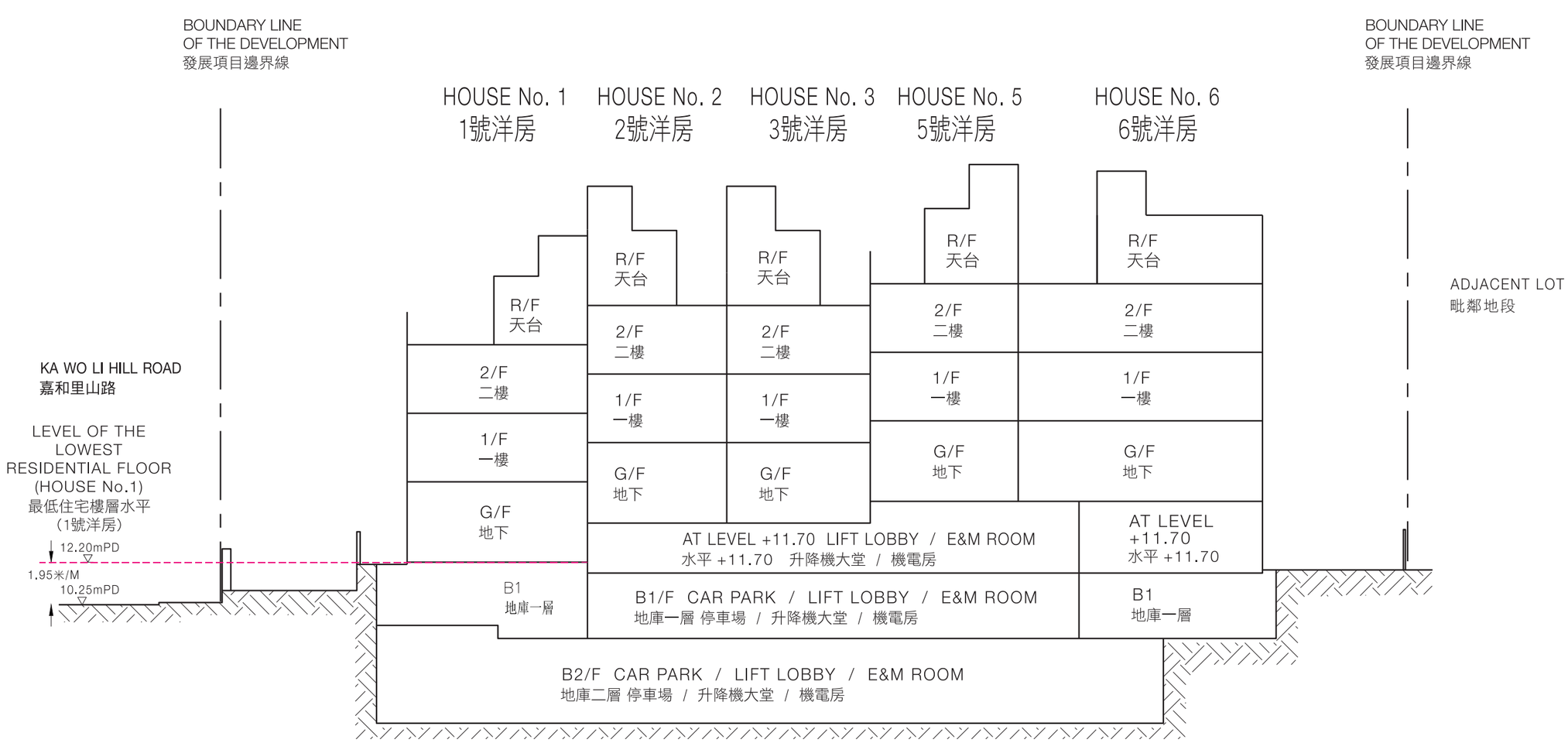
橫截面圖 C-C
Cross-section Plan C-C

索引圖
Key Plan



The part of Ka Wo Li Hill Road adjacent to the building i.e. House No. 1 is 10.25 metres above the Hong Kong Principal Datum (HKPD).
毗鄰建築物即1號洋房的一段嘉和里山路為香港主水平基準以上10.25米。

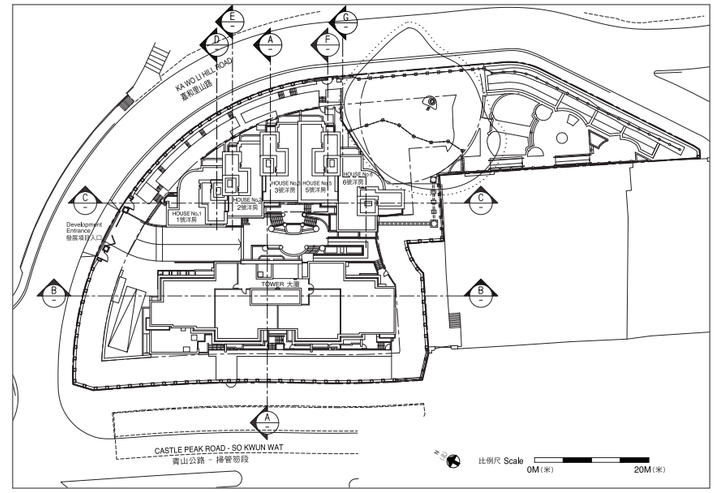
虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor



18. 發展項目中的建築物的橫截面圖
CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

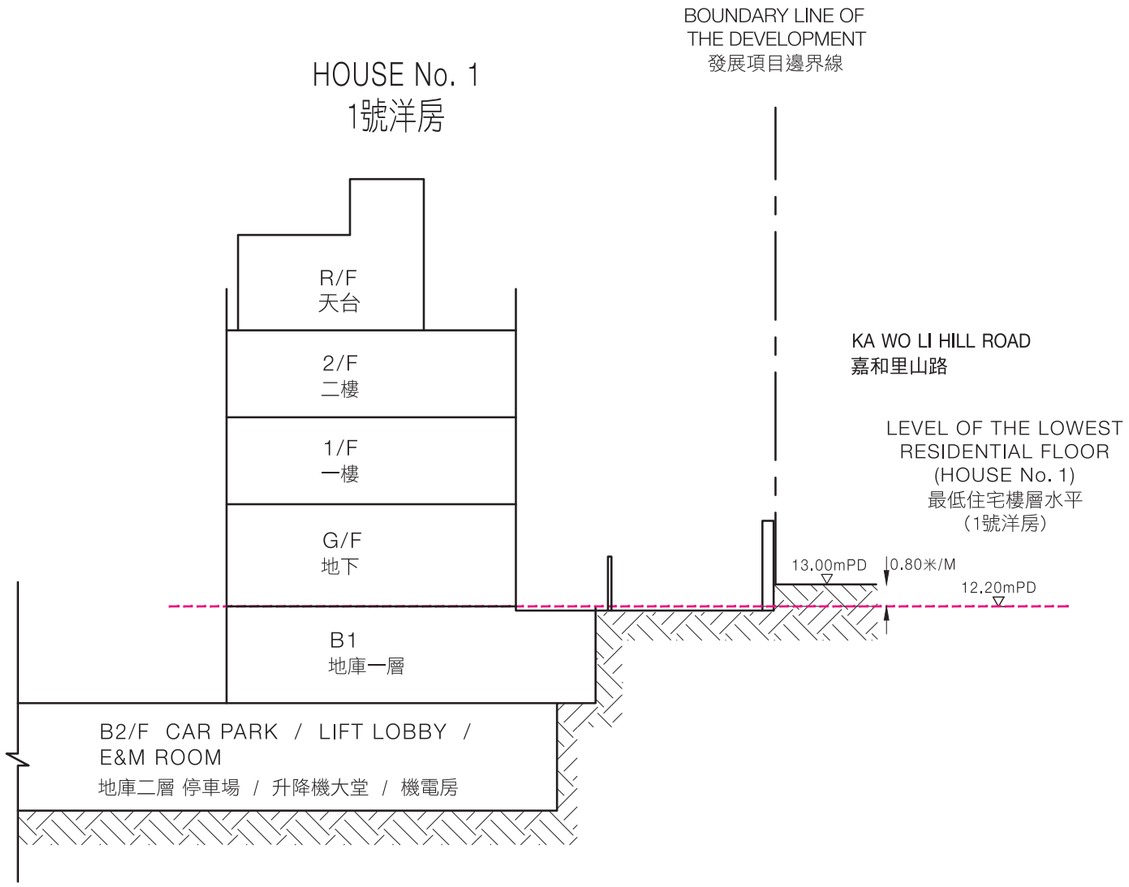
橫截面圖 D-D
Cross-section Plan D-D

索引圖
Key Plan



The part of Ka Wo Li Hill Road adjacent to the building i.e. House No. 1 is 13.00 metres above the Hong Kong Principal Datum (HKPD).
毗鄰建築物即1號洋房的一段嘉和里山路為香港主水平基準以上13.00米。

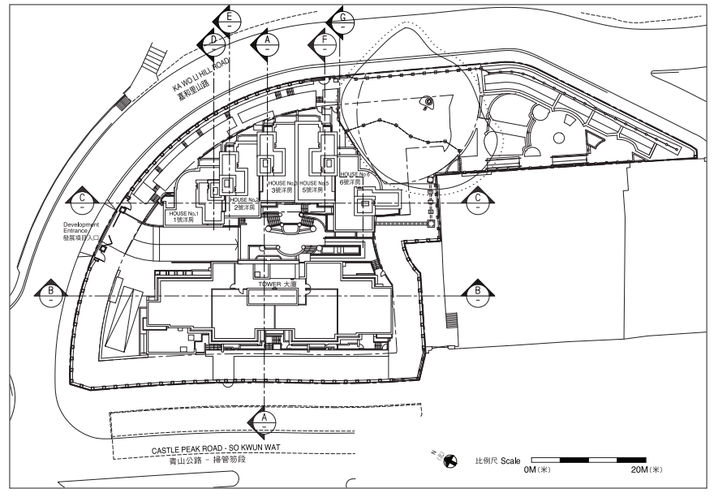
虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor



18. 發展項目中的建築物的橫截面圖
CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

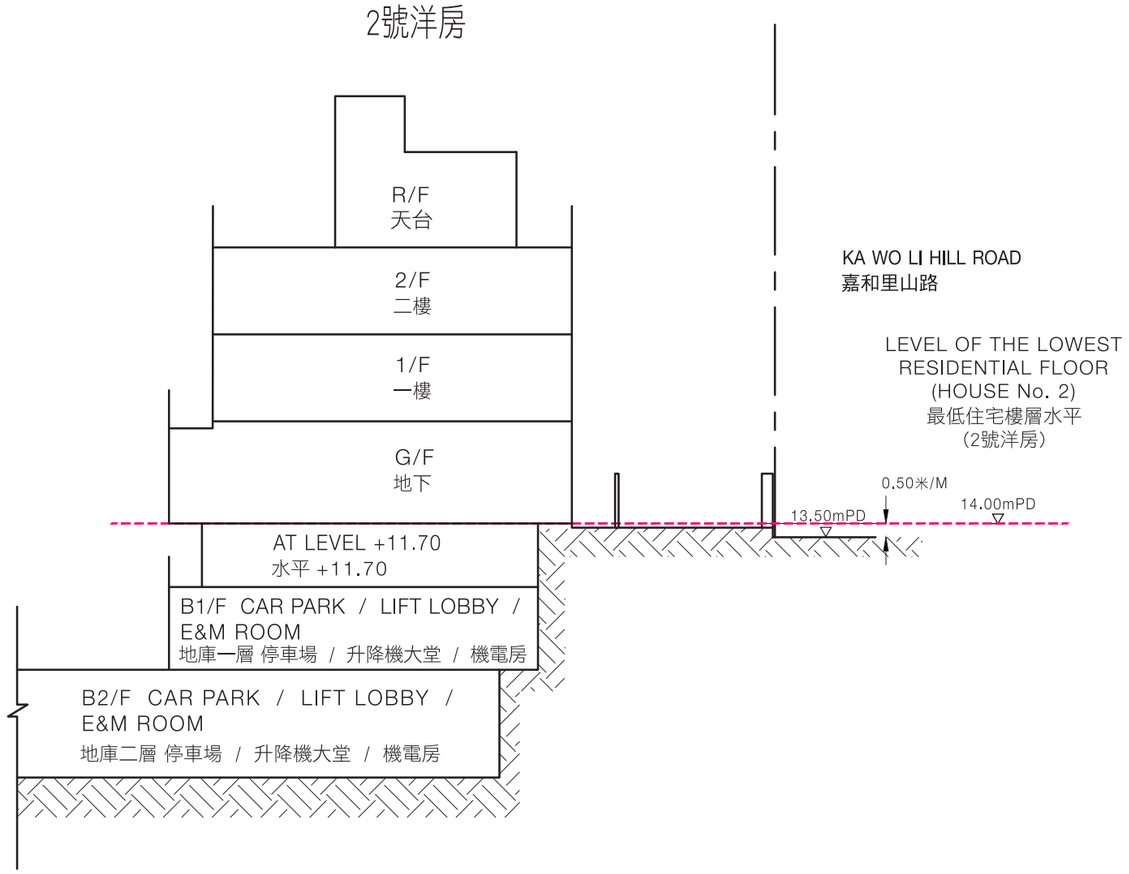
橫截面圖 E-E
Cross-section Plan E-E

索引圖
Key Plan



The part of Ka Wo Li Hill Road adjacent to the building i.e. House No. 2 is 13.50 metres above the Hong Kong Principal Datum (HKPD).
毗鄰建築物即2號洋房的一段嘉和里山路為香港主水平基準以上13.50米。

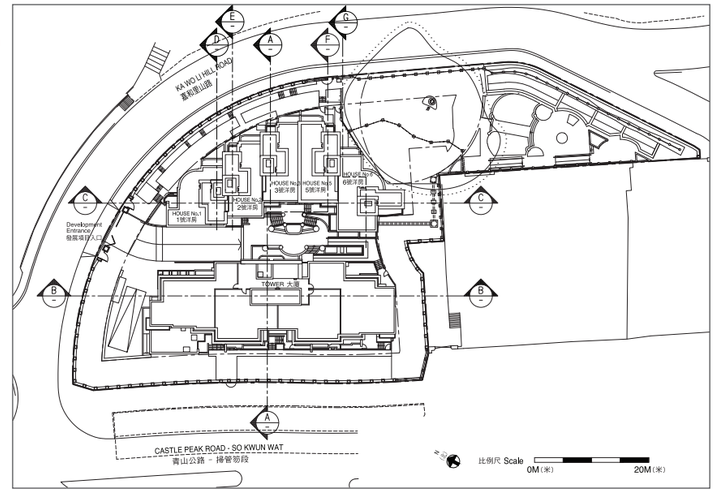
虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor



18. 發展項目中的建築物的橫截面圖
CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

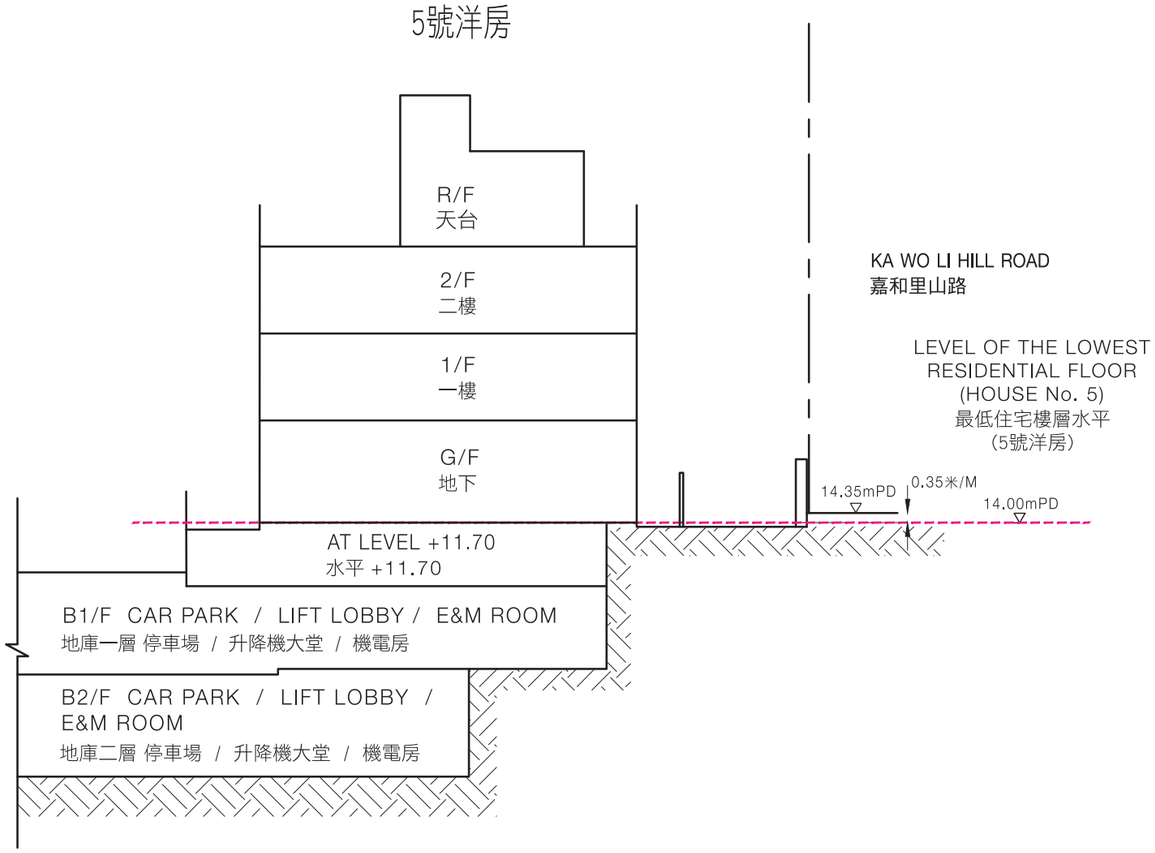
橫截面圖 F-F
Cross-section Plan F-F

索引圖
Key Plan



The part of Ka Wo Li Hill Road adjacent to the building i.e. House No. 5 is 14.35 metres above the Hong Kong Principal Datum (HKPD).
毗鄰建築物即5號洋房的一段嘉和里山路為香港主水平基準以上14.35米。

虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor



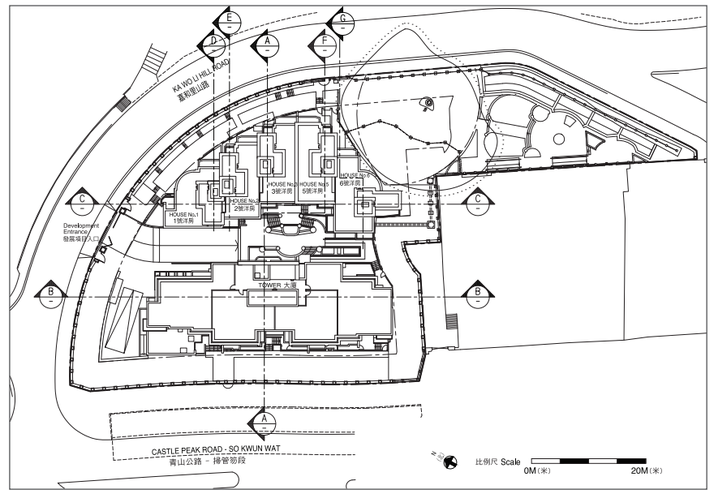
18. 發展項目中的建築物的橫截面圖
CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

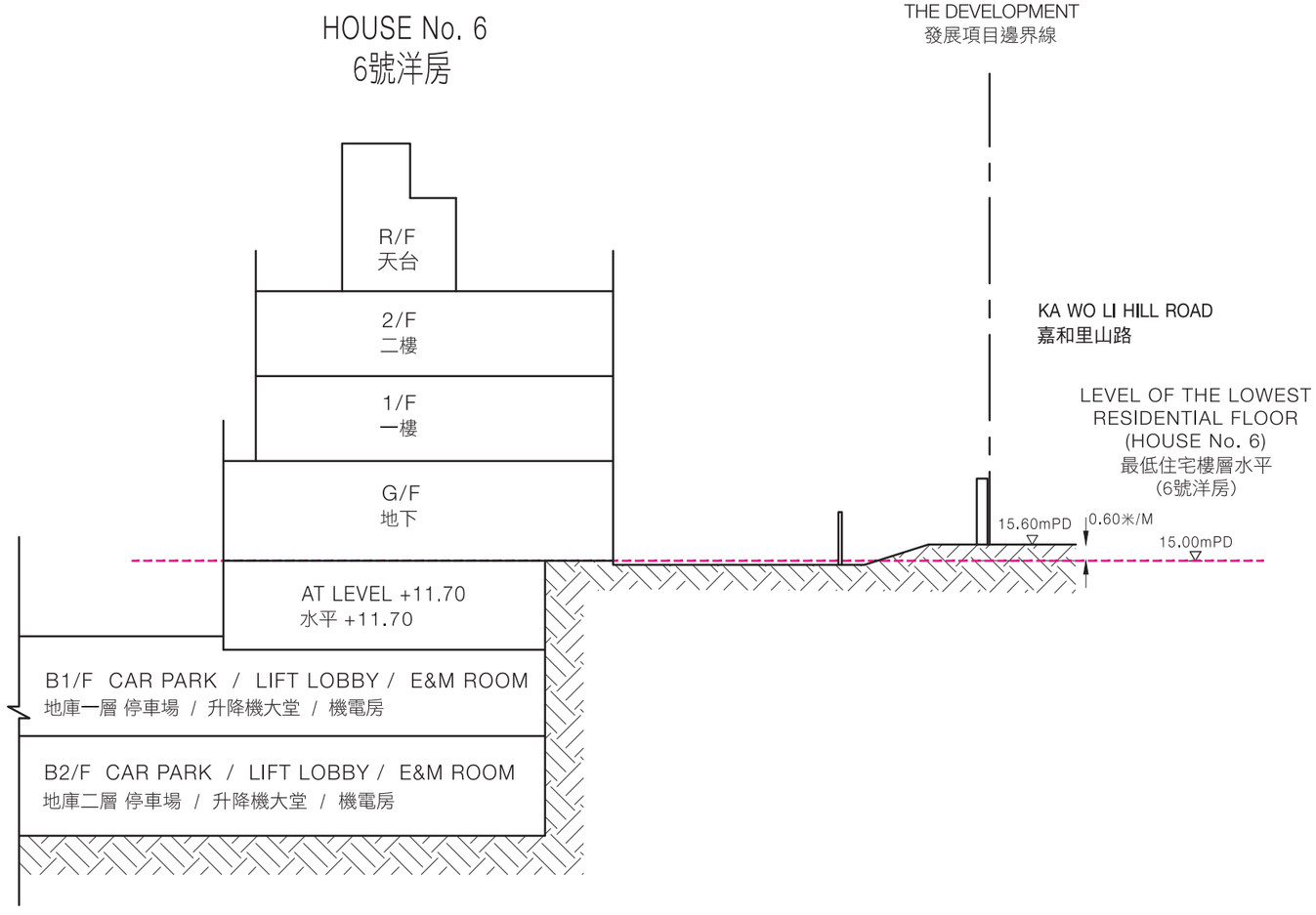
橫截面圖 G-G
Cross-section Plan G-G

The part of Ka Wo Li Hill Road adjacent to the building i. e. House No. 6 is 15.60 metres above the Hong Kong Principal Datum (HKPD).
毗鄰建築物即6號洋房的一段嘉和里山路為香港主水平基準以上15.60米。

虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor

索引圖
Key Plan





19. 立面圖 ELEVATION PLAN

立面圖1
Elevation Plan1

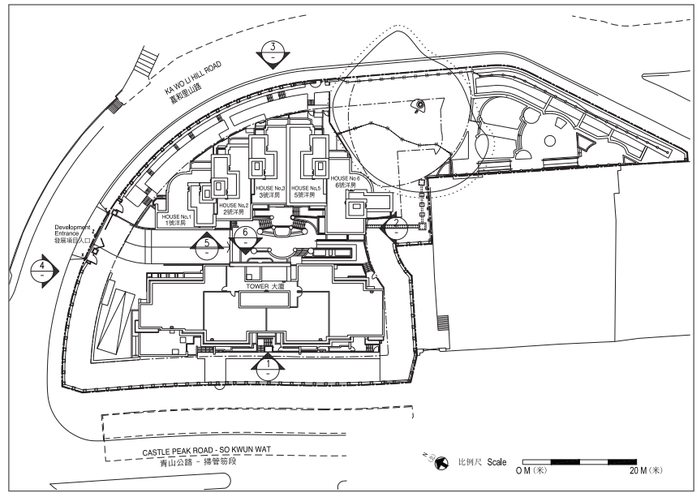
備註：
發展項目的認可人士證明本立面圖所顯示的立面：
(1) 以2018年7月18日的情況為準的本項目的經批准的建築圖則為基礎擬備；及
(2) 大致上與本項目的外觀一致。

立面於發展項目落成後，經由小型工程作出改動。有關改動的細節如下：
(a) 外牆牆身(不高於地面6米)鋪砌天然石飾面。

Notes :
Authorized person for the Development certified that the elevations shown on these plans:
(1) are prepared on the basis of the approved building plans for the Development as of 18 July 2018 ;
(2) are in general accordance with the outward appearance of the Development.

Elevations have been altered by way of minor works after completion of the Development. The details of the alterations are as follows:
(a) External stone claddings (not more than 6 meters from adjoining ground) were added.

索引圖
Key Plan

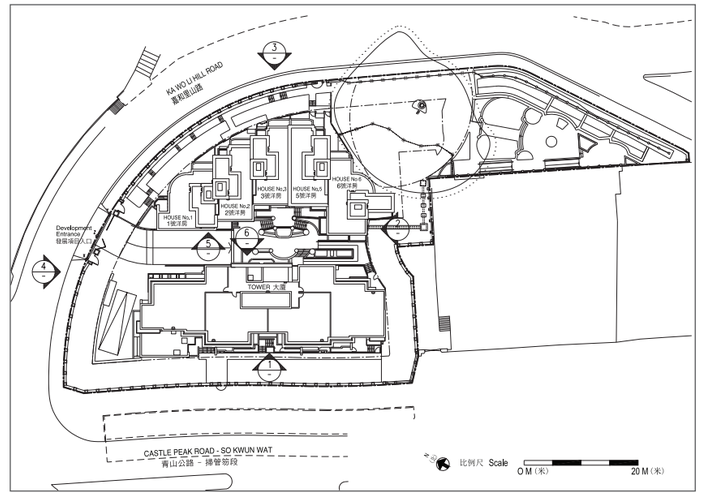




19. 立面圖 ELEVATION PLAN

立面圖2
Elevation Plan2

索引圖
Key Plan

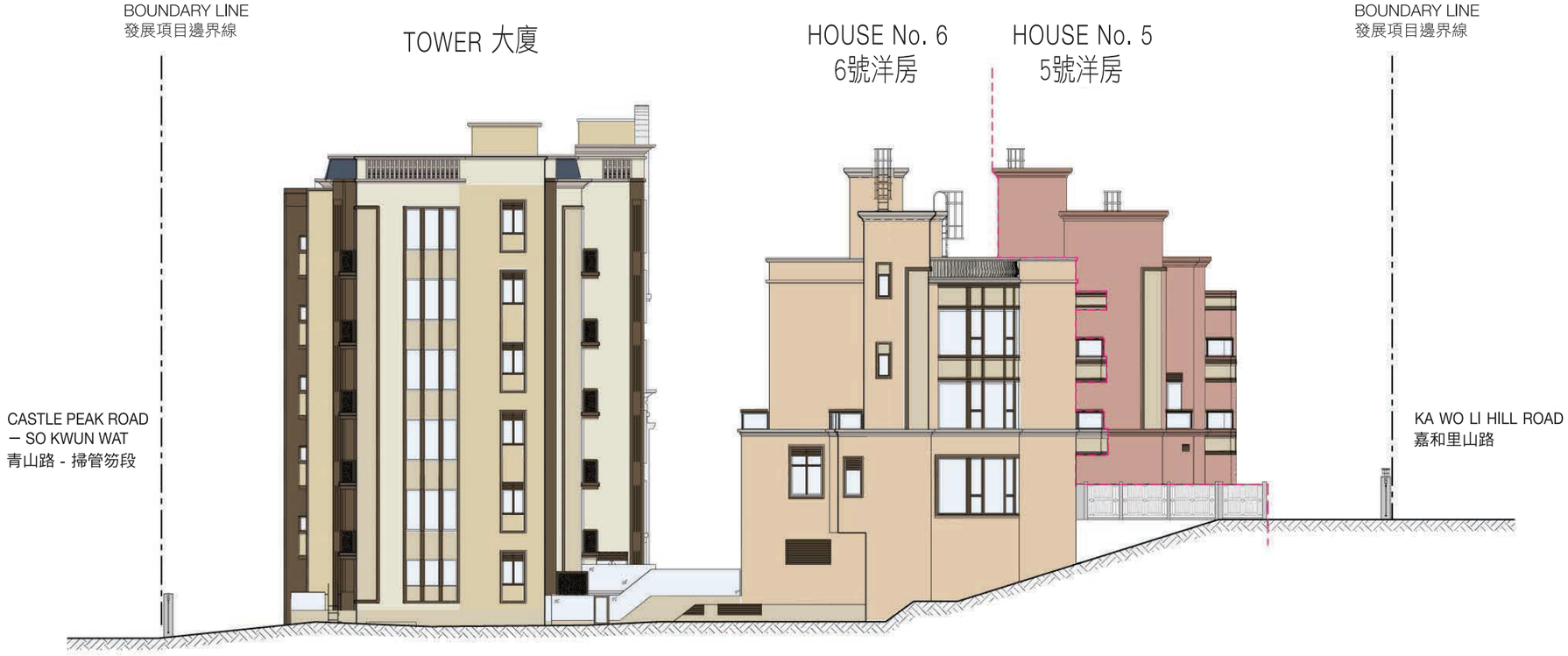


備註：
發展項目的認可人士證明本立面圖所顯示的立面：
(1) 以2018年7月18日的情況為準的本項目的經批准的建築圖則為基礎擬備；及
(2) 大致上與本項目的外觀一致。

立面於發展項目落成後，經由小型工程作出改動。有關改動的細節如下：
(a) 外牆牆身(不高於地面6米)鋪砌天然石飾面。

Notes :
Authorized person for the Development certified that the elevations shown on these plans:
(1) are prepared on the basis of the approved building plans for the Development as of 18 July 2018 ;
(2) are in general accordance with the outward appearance of the Development.

Elevations have been altered by way of minor works after completion of the Development. The details of the alterations are as follows:
(a) External stone claddings (not more than 6 meters from adjoining ground) were added.



19. 立面圖 ELEVATION PLAN

立面圖3
Elevation Plan3

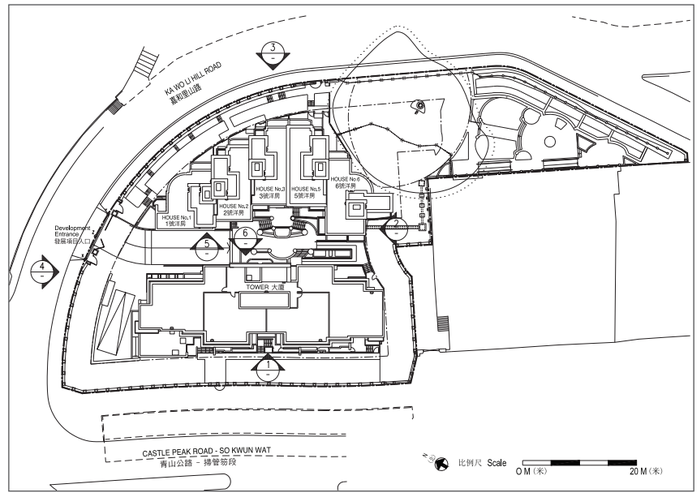
備註：
發展項目的認可人士證明本立面圖所顯示的立面：
(1) 以2018年7月18日的情況為準的本項目的經批准的建築圖則為基礎擬備；及
(2) 大致上與本項目的外觀一致。

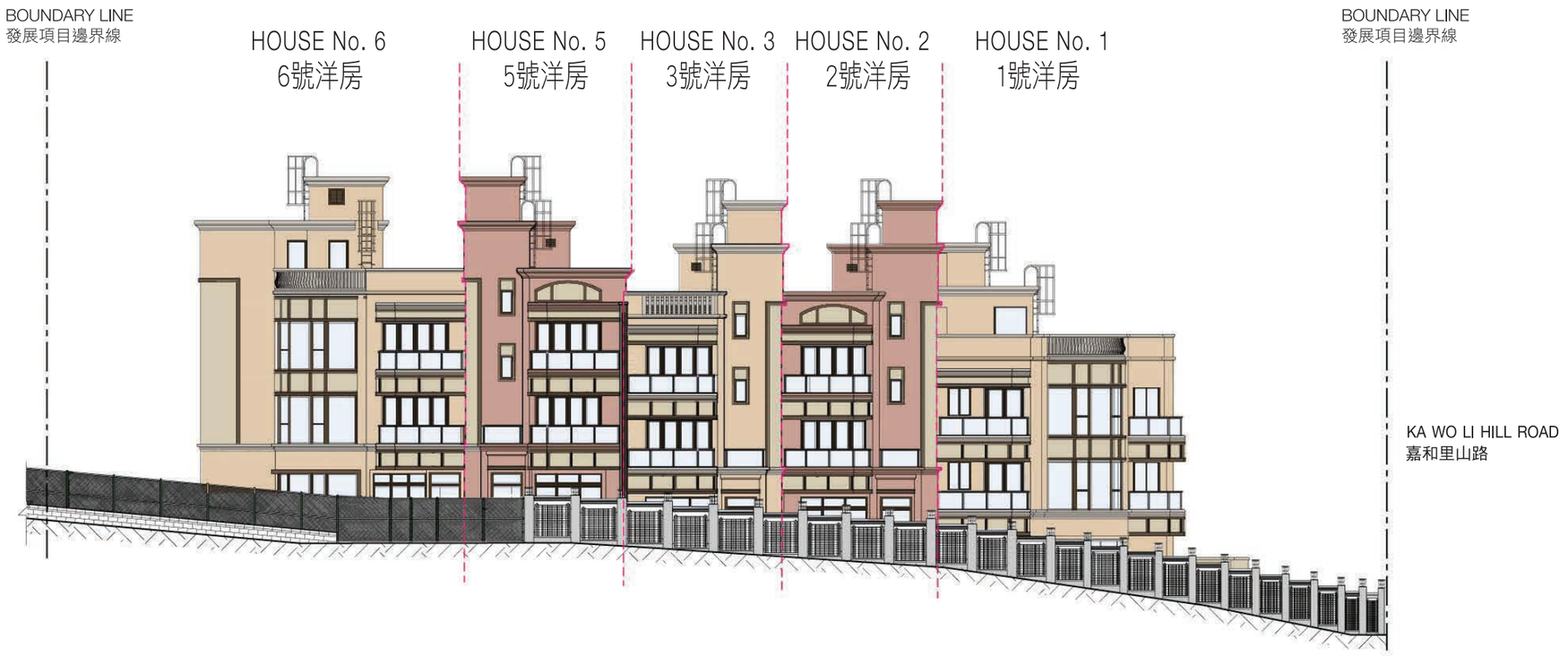
立面於發展項目落成後，經由小型工程作出改動。有關改動的細節如下：
(a) 外牆牆身(不高於地面6米)鋪砌天然石飾面。
(b) 部份圍牆加上鐵絲網欄。

Notes :
Authorized person for the Development certified that the elevations shown on these plans:
(1) are prepared on the basis of the approved building plans for the Development as of 18 July 2018 ;
(2) are in general accordance with the outward appearance of the Development.

Elevations have been altered by way of minor works after completion of the Development. The details of the alterations are as follows:
(a) External stone claddings (not more than 6 meters from adjoining ground) were added.
(b) Chain-link Fence were added for part of fence wall.

索引圖
Key Plan





19. 立面圖 ELEVATION PLAN

立面圖4
Elevation Plan4

備註：
發展項目的認可人士證明本立面圖所顯示的立面：
(1) 以2018年7月18日的情況為準的本項目的經批准的建築圖則為基礎擬備；及
(2) 大致上與本項目的外觀一致。

立面於發展項目落成後，經由小型工程作出改動。有關改動的細節如下：
(a) 外牆牆身(不高於地面6米)鋪砌天然石飾面。

Notes :
Authorized person for the Development certified that the elevations shown on these plans:
(1) are prepared on the basis of the approved building plans for the Development as of 18 July 2018 ;
(2) are in general accordance with the outward appearance of the Development.

Elevations have been altered by way of minor works after completion of the Development. The details of the alterations are as follows:
(a) External stone claddings (not more than 6 meters from adjoining ground) were added.

索引圖
Key Plan

