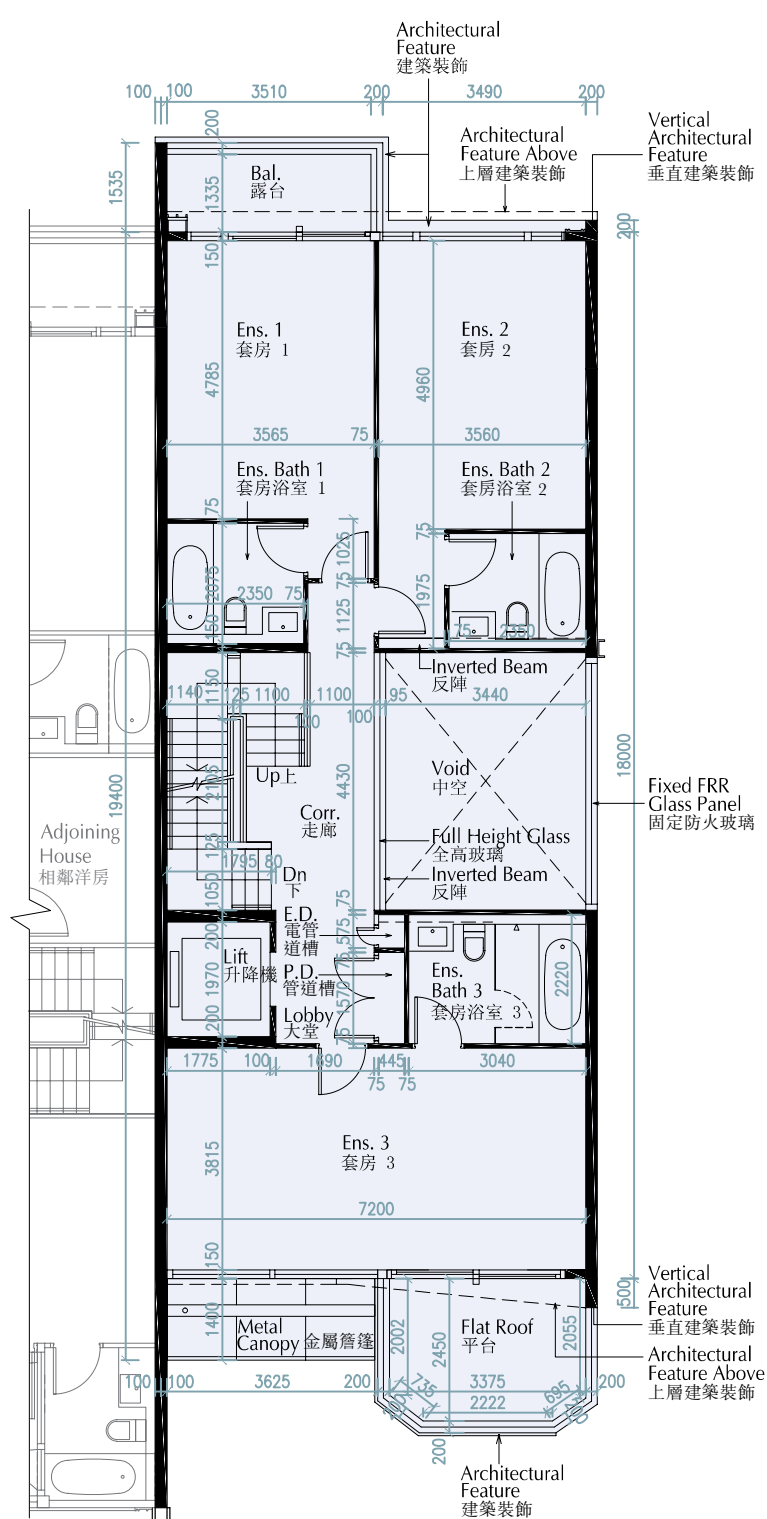
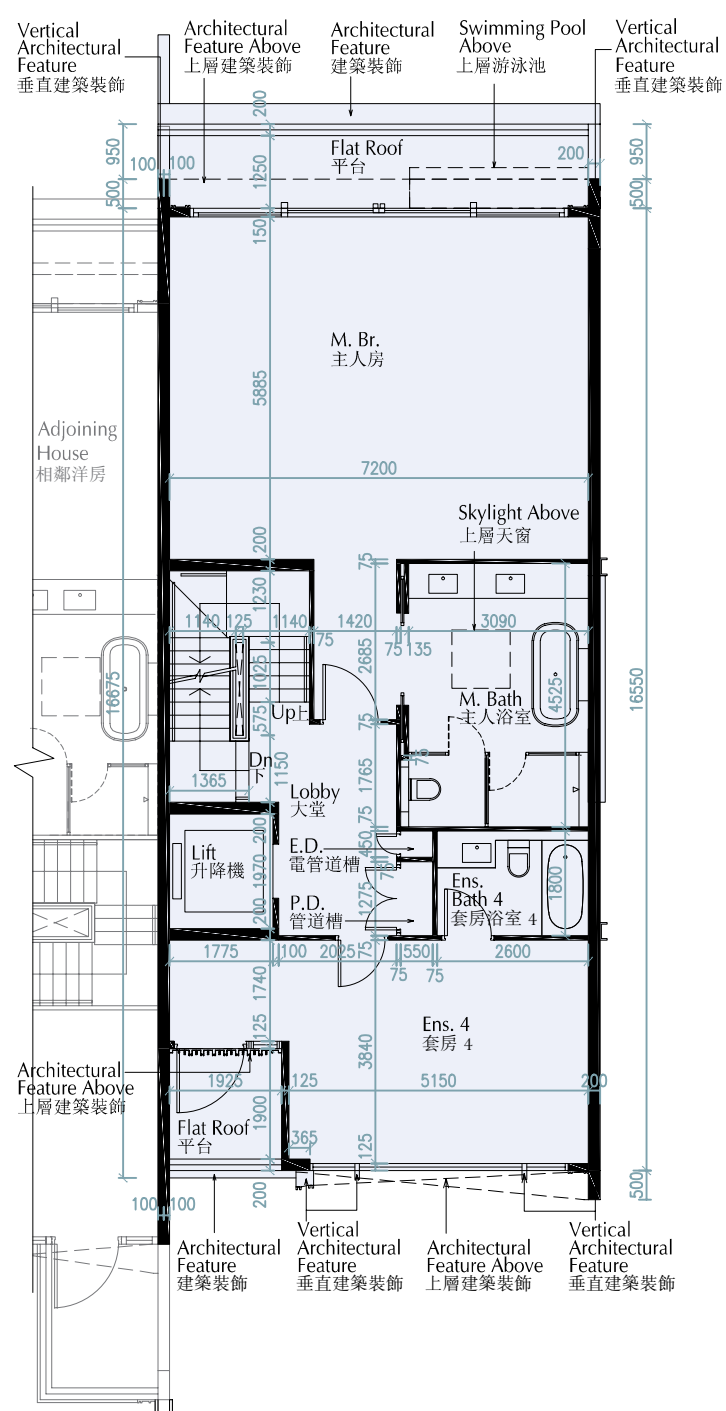


11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT 發展項目的住宅物業的樓面平面圖

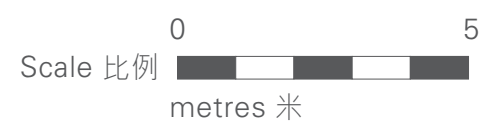
HOUSE 26 Floor Plan 26號洋房樓面平面圖



1/F Plan
1樓平面圖

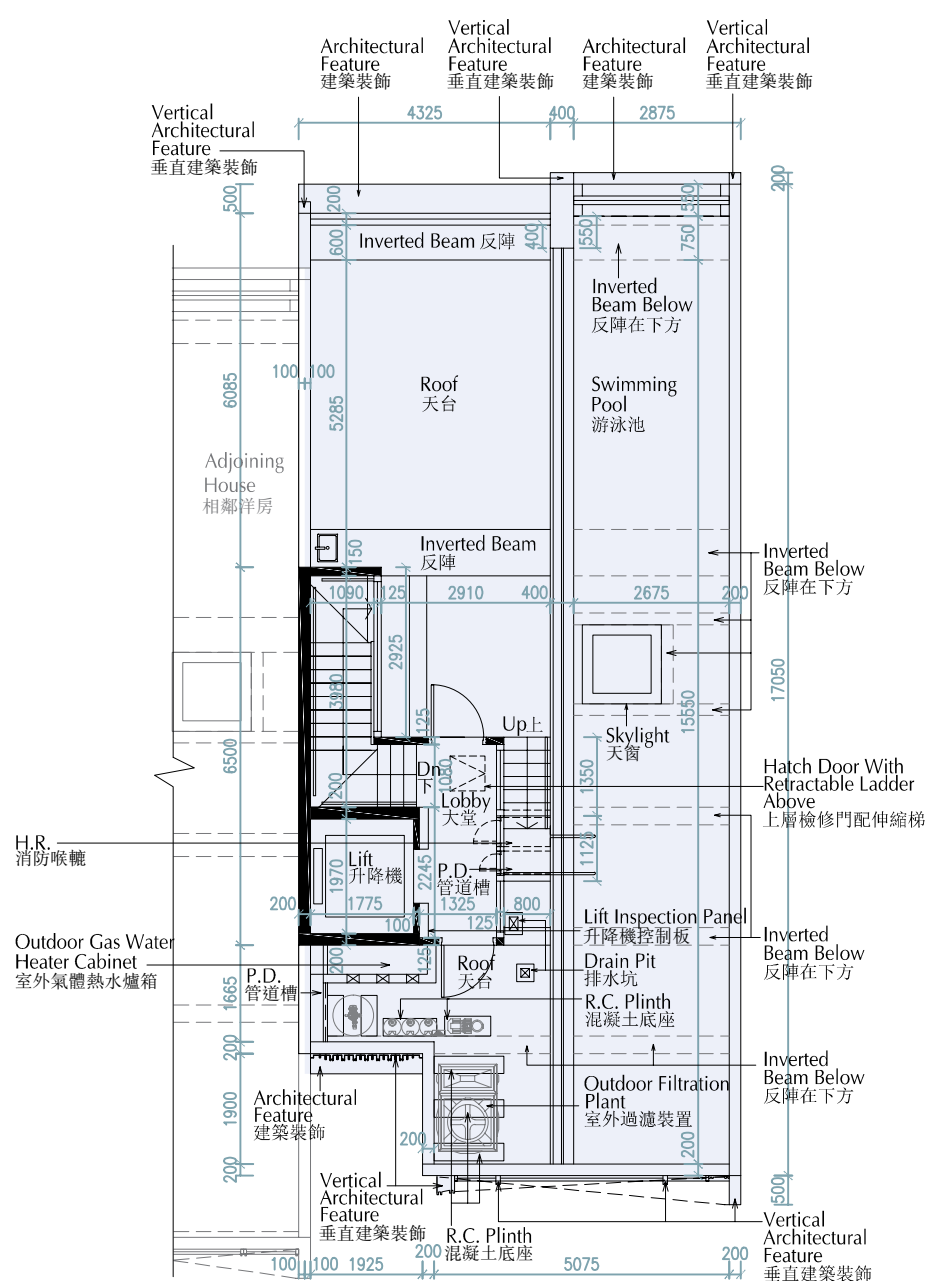


2/F Plan
2樓平面圖

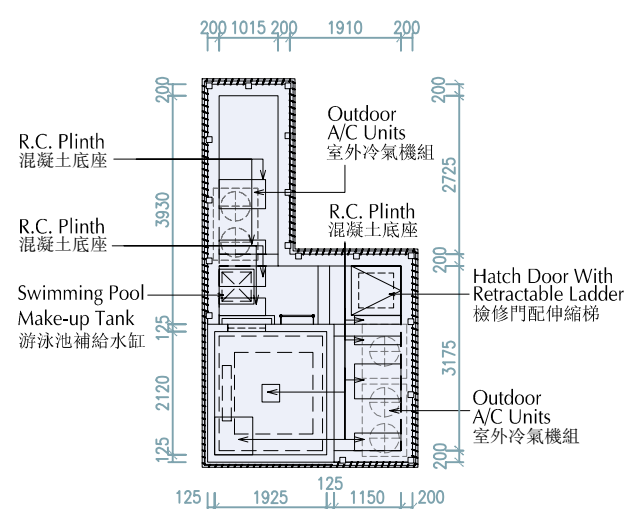


11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT 發展項目的住宅物業的樓面平面圖

HOUSE 26 Floor Plan 26號洋房樓面平面圖



Roof Plan
天台平面圖



Top of Stairhood Plan
梯屋頂層平面圖



11

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

HOUSE 26 Floor Plan

26號洋房樓面平面圖

Floor 樓層	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)
B/F 地庫	200	5.000
G/F 地下	100, 150, 200, 250, 300	4.250, 4.300, 4.500, 7.000, 7.200
1/F 1樓	100, 150, 200, 250	3.250, 3.500, 3.500*, 3.700*
2/F 2樓	200	3.450, 3.500, 3.700*, 3.775, 4.300*
Roof 天台	175, 200	3.000
Top of Stairhood 梯屋頂層	Not applicable 不適用	Not applicable 不適用

* Inclusive of the thickness of mass concrete fill on sunken slab

* 包括跌級樓板上之混凝土填充層厚度。

Notes:

- 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.
- The dimensions in the floor plans are all in millimetre.
- Please refer to pages 24 and 25 of this sales brochure for legend of the terms and abbreviation shown on the floor plans.

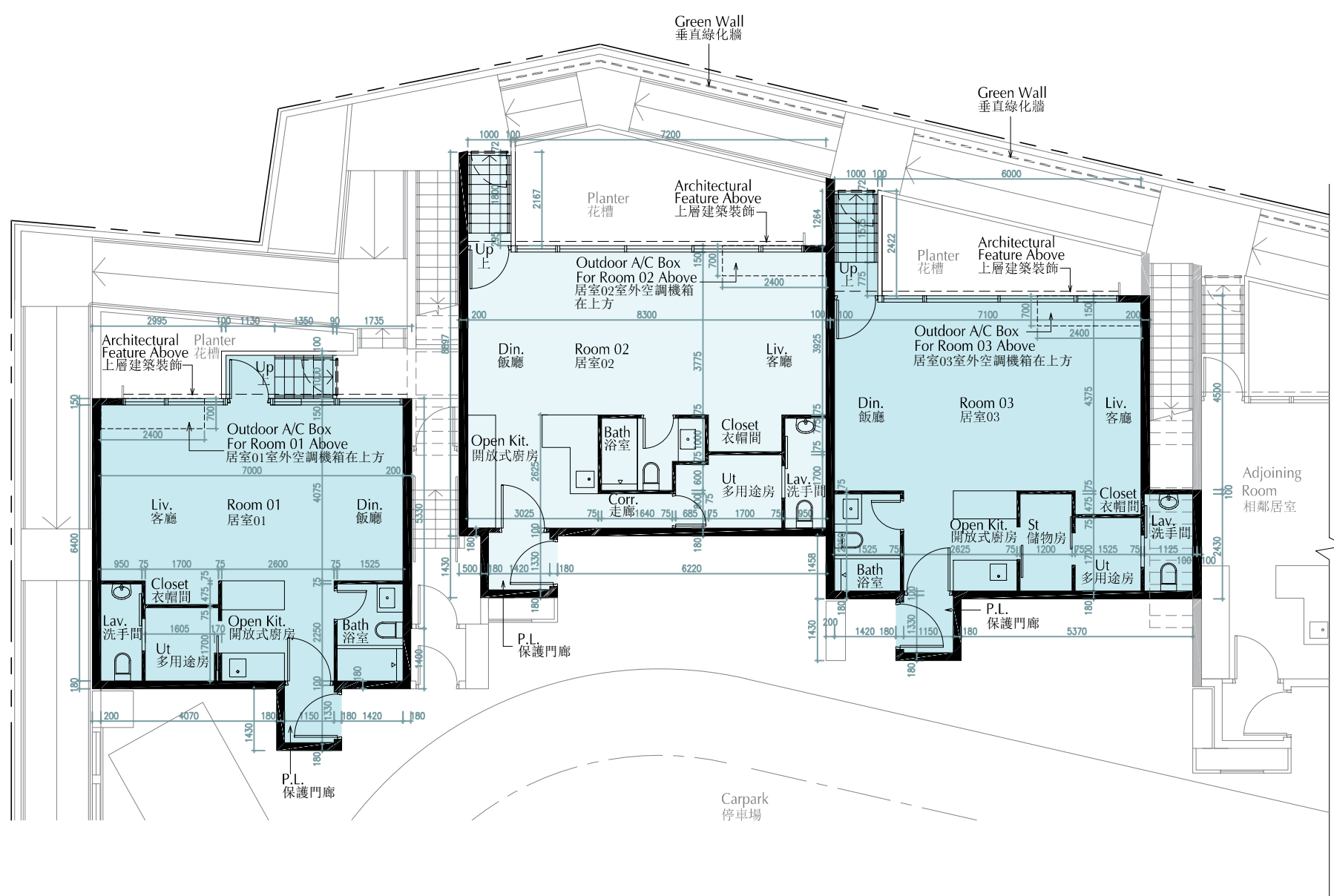
備註：

- 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。
- 樓面平面圖所列之尺寸為以毫米標示。
- 請參閱本售樓說明書第24及25頁為樓面平面圖而設之名詞及簡稱的圖例。

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT 發展項目的住宅物業的樓面平面圖

Basement Floor Plan (For ROOM 01 to ROOM 03)

地庫平面圖（供居室01至居室03）



0 5
Scale 比例
metres 米

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Basement Floor Plan (For ROOM 01 to ROOM 03)

地庫平面圖（供居室01至居室03）

Floor 樓層	Unit 單位	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)
B/F 地庫	Room 01 居室01	200, 225	3.475, 3.500, 4.450
	Room 02 居室02	200, 225	3.475, 3.500
	Room 03 居室03	200, 225	3.475, 3.500, 4.450

Notes:

1. 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.
2. The dimensions in the floor plans are all in millimetre.
3. Please refer to pages 24 and 25 of this sales brochure for legend of the terms and abbreviation shown on the floor plans.

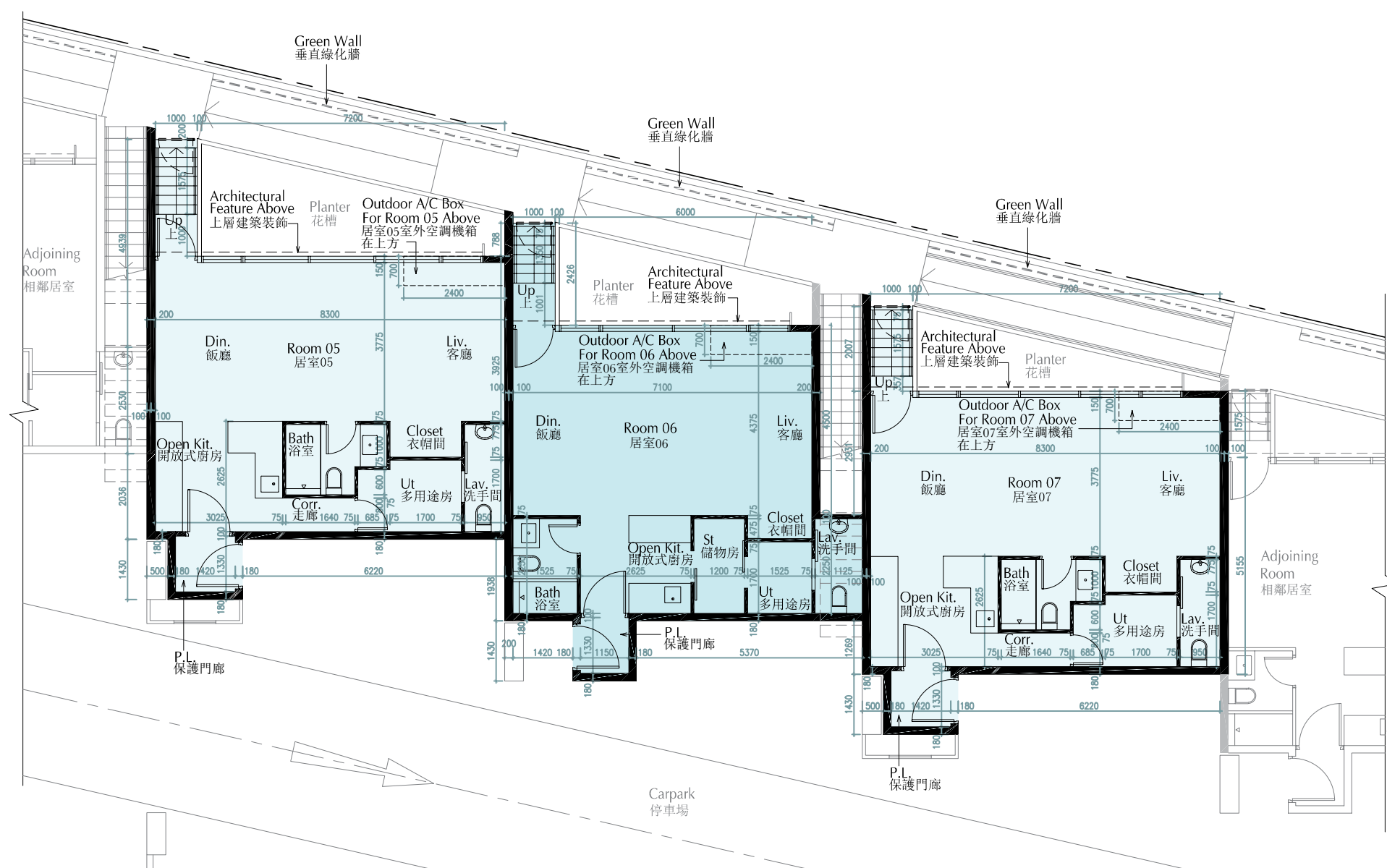
備註：

1. 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。
2. 樓面平面圖所列之尺寸為以毫米標示。
3. 請參閱本售樓說明書第24及25頁為樓面平面圖而設之名詞及簡稱的圖例。

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT 發展項目的住宅物業的樓面平面圖

Basement Floor Plan (For ROOM 05 to ROOM 07)

地庫平面圖（供居室05至居室07）



0 5
Scale 比例
metres 米

11

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

Basement Floor Plan (For ROOM 05 to ROOM 07)

地庫平面圖（供居室05至居室07）

Floor 樓層	Unit 單位	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)
B/F 地庫	Room 05 居室05	200, 225	3.475, 3.500, 4.450
	Room 06 居室06	200, 225	3.475, 3.500, 4.450
	Room 07 居室07	200, 225	3.475, 3.500

Notes:

1.
- 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.
2.
- The dimensions in the floor plans are all in millimetre.
3.
- Please refer to pages 24 and 25 of this sales brochure for legend of the terms and abbreviation shown on the floor plans.

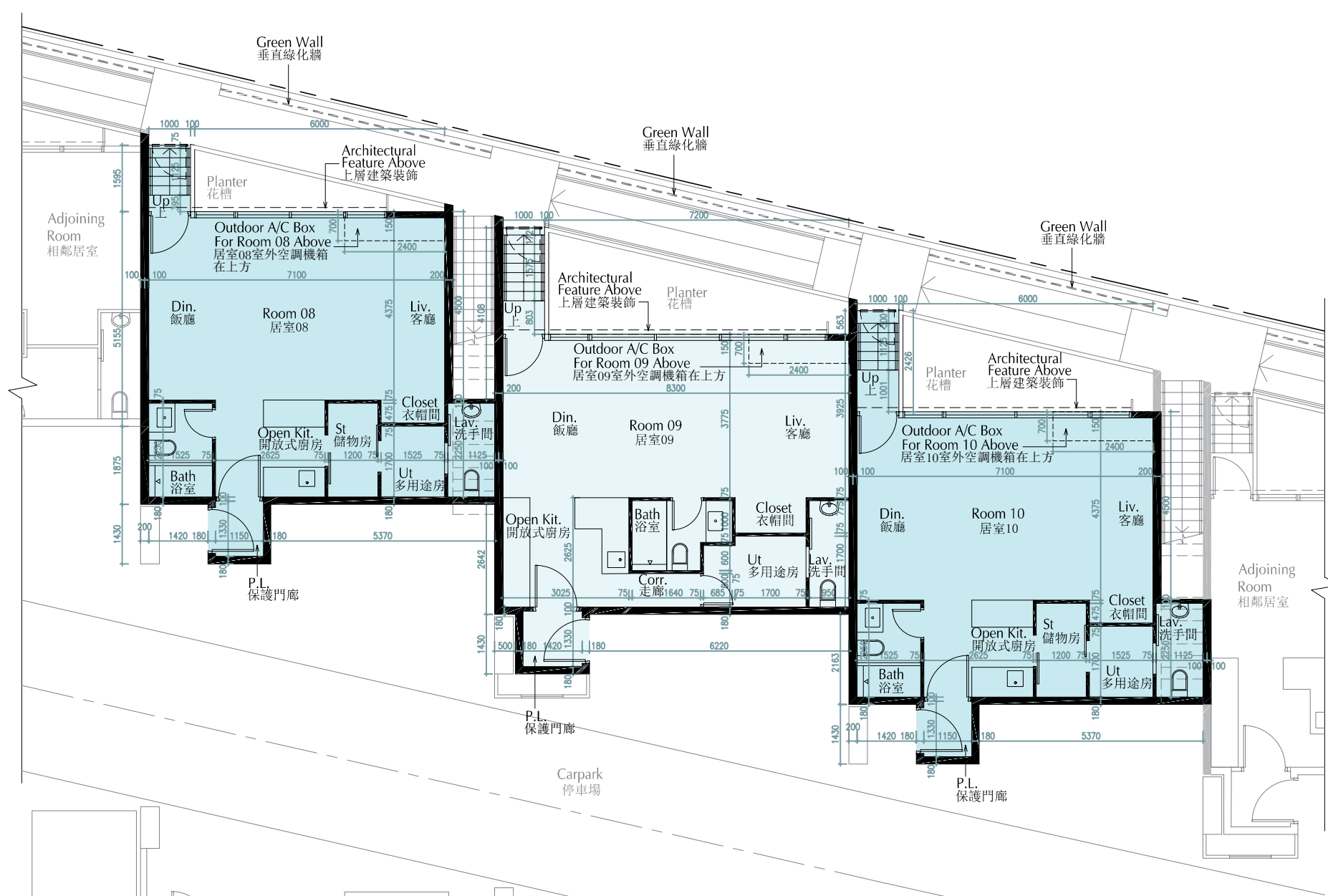
備註：

1.
- 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。
2.
- 樓面平面圖所列之尺寸為以毫米標示。
3.
- 請參閱本售樓說明書第24及25頁為樓面平面圖而設之名詞及簡稱的圖例。

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT 發展項目的住宅物業的樓面平面圖

Basement Floor Plan (For ROOM 08 to ROOM 10)

地庫平面圖（供居室08至居室10）



0 5
Scale 比例
metres 米

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Basement Floor Plan (For ROOM 08 to ROOM 10)

地庫平面圖（供居室08至居室10）

Floor 樓層	Unit 單位	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)
B/F 地庫	Room 08 居室08	200, 225	3.475, 3.500
	Room 09 居室09	200, 225	3.475, 3.500
	Room 10 居室10	200, 225	3.475, 3.500

Notes:

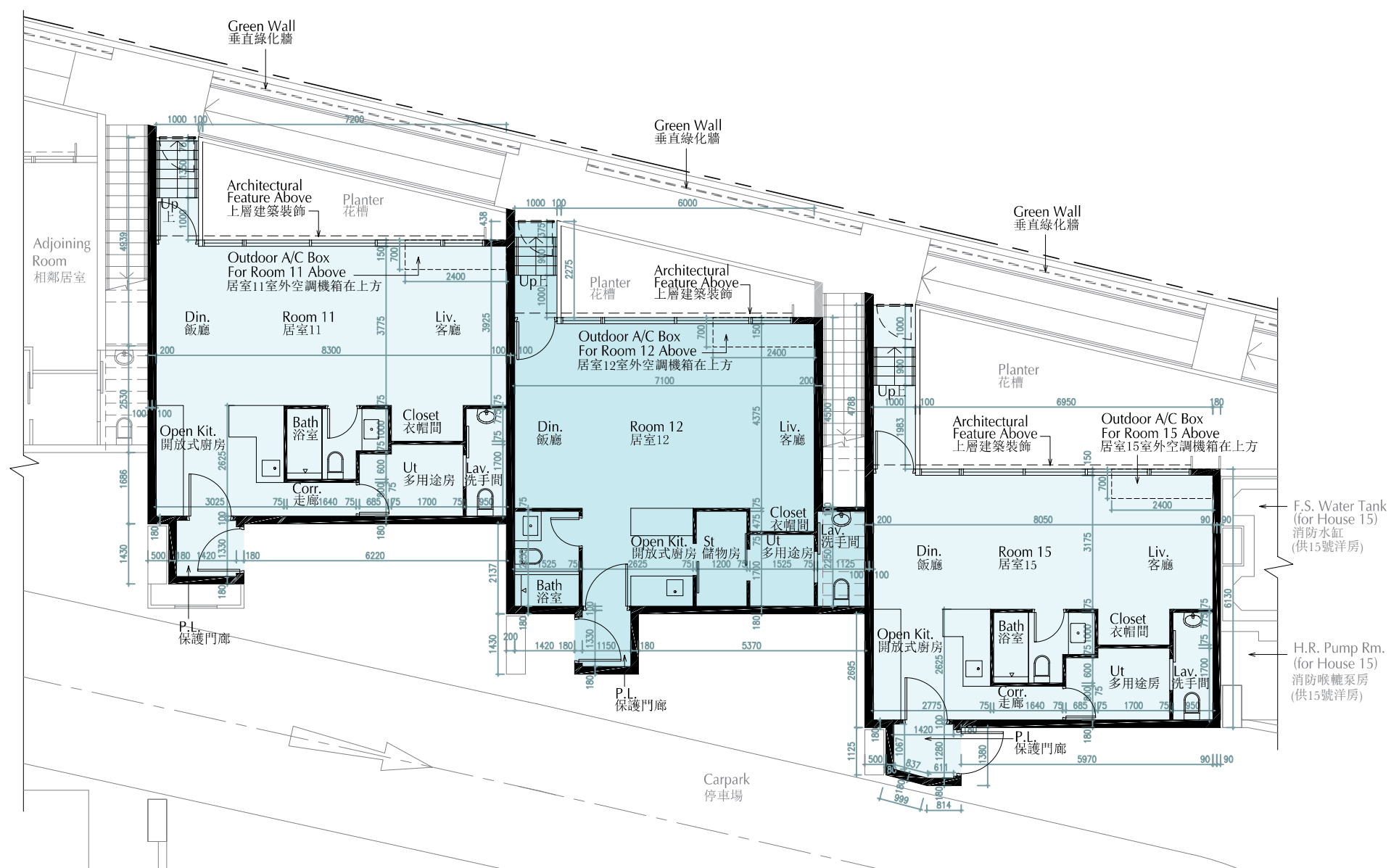
1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
2. The dimensions in the floor plans are all in millimetre.
3. Please refer to pages 24 and 25 of this sales brochure for legend of the terms and abbreviation shown on the floor plans.

備註：

1. 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。
2. 樓面平面圖所列之尺寸為以毫米標示。
3. 請參閱本售樓說明書第24及25頁為樓面平面圖而設之名詞及簡稱的圖例。

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT 發展項目的住宅物業的樓面平面圖

Basement Floor Plan (For ROOM 11 to ROOM 12 and ROOM 15) 地庫平面圖（供居室11至居室12及居室15）



11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Basement Floor Plan (For ROOM 11 to ROOM 12 and ROOM 15)

地庫平面圖（供居室11至居室12及居室15）

Floor 樓層	Unit 單位	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)
B/F 地庫	Room 11 居室11	200, 225	3.475, 3.500
	Room 12 居室12	200, 225	3.475, 3.500
	Room 15 居室15	200, 225	3.475, 3.500, 5.000

Notes:

1. 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.
2. The dimensions in the floor plans are all in millimetre.
3. Please refer to pages 24 and 25 of this sales brochure for legend of the terms and abbreviation shown on the floor plans.

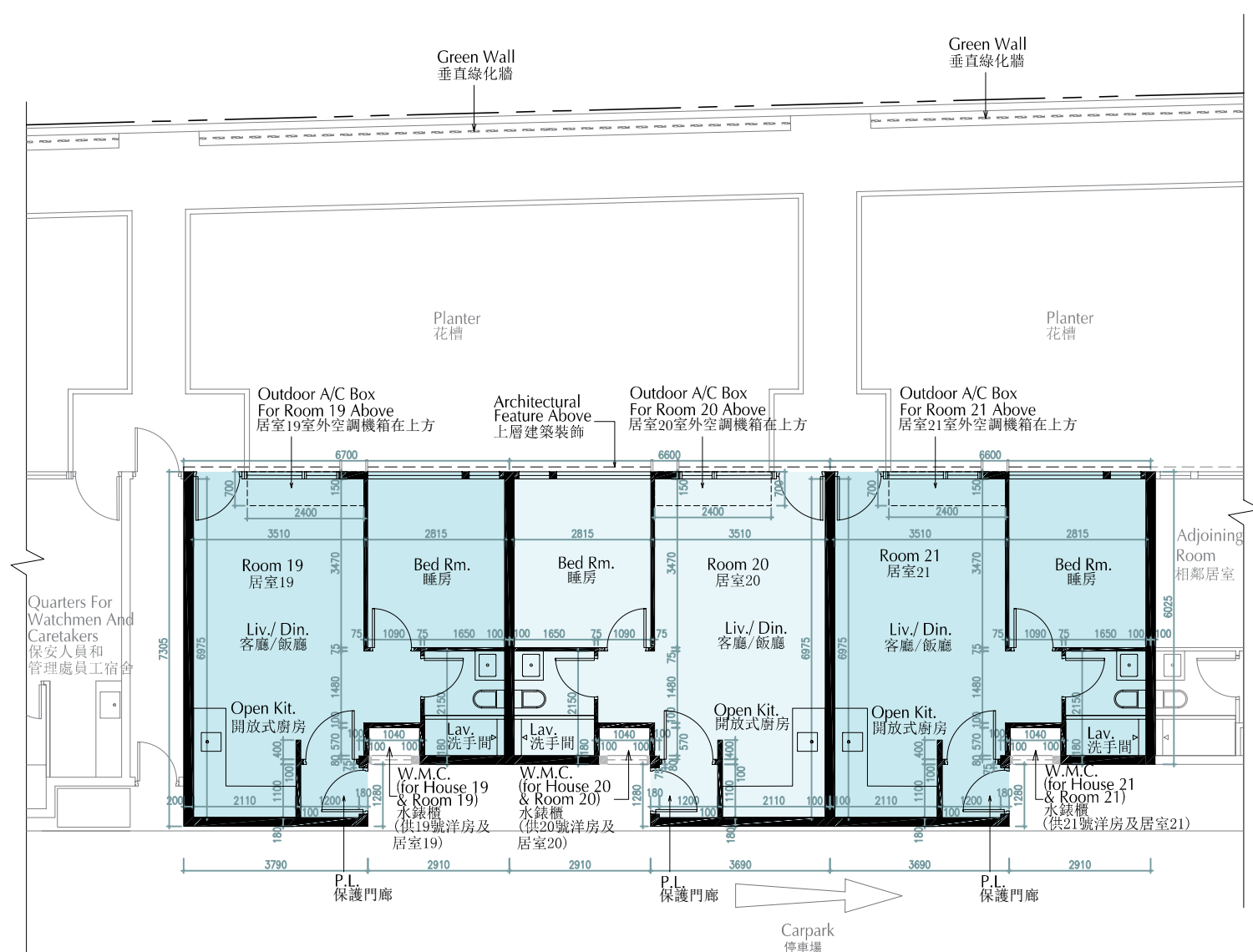
備註：

1. 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。
2. 樓面平面圖所列之尺寸為以毫米標示。
3. 請參閱本售樓說明書第24及25頁為樓面平面圖而設之名詞及簡稱的圖例。

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT 發展項目的住宅物業的樓面平面圖

Basement Floor Plan (For ROOM 19 to ROOM 21)

地庫平面圖（供居室19至居室21）



0 5
Scale 比例
metres 米

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Basement Floor Plan (For ROOM 19 to ROOM 21)

地庫平面圖（供居室19至居室21）

Floor 樓層	Unit 單位	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)
B/F 地庫	Room 19 居室19	200, 225	3.475, 3.500, 3.605
	Room 20 居室20	200, 225	3.475, 3.500, 3.605
	Room 21 居室21	200, 225	3.475, 3.500, 3.605

Notes:

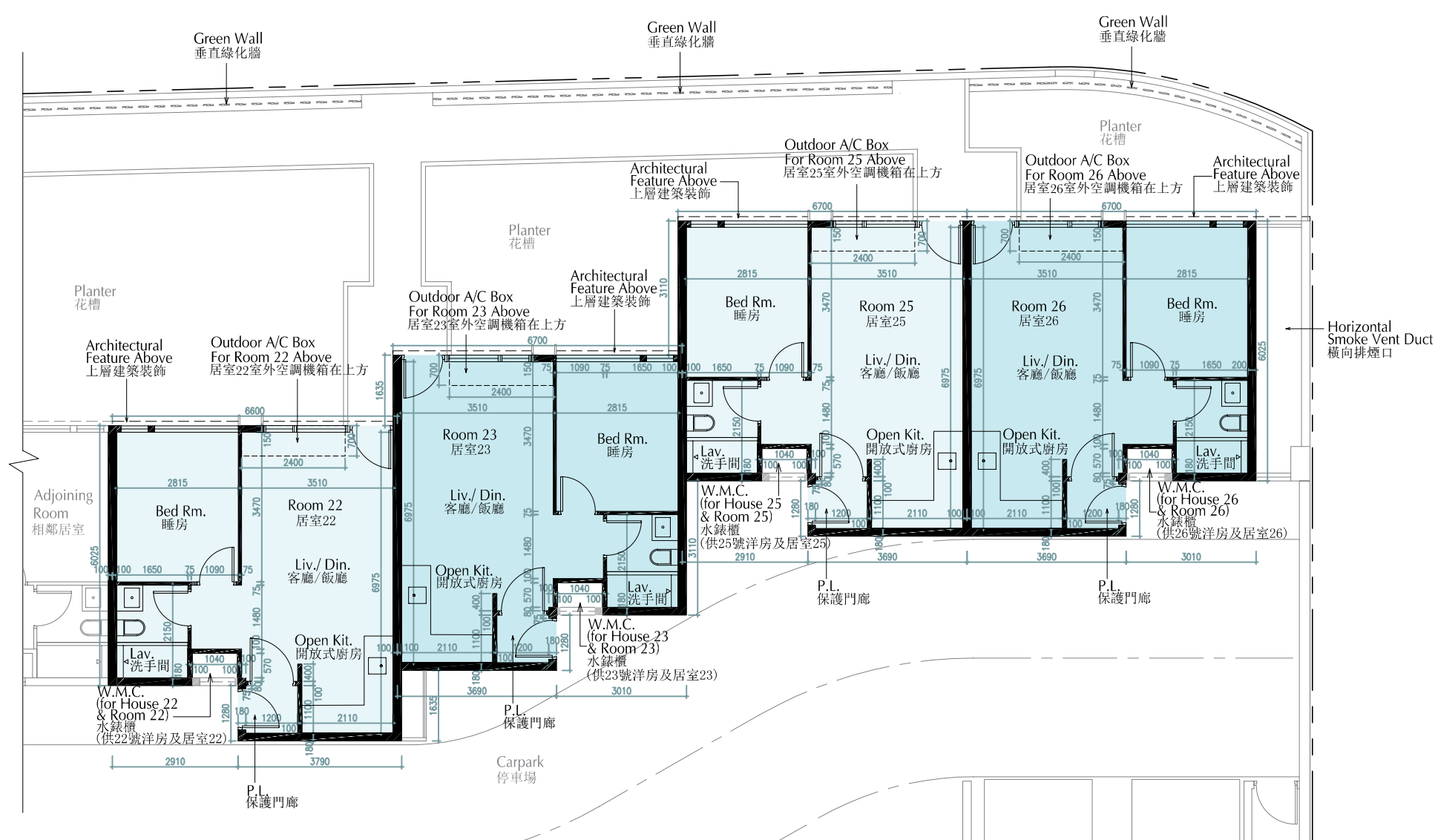
1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
2. The dimensions in the floor plans are all in millimetre.
3. Please refer to pages 24 and 25 of this sales brochure for legend of the terms and abbreviation shown on the floor plans.

備註：

1. 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。
2. 樓面平面圖所列之尺寸為以毫米標示。
3. 請參閱本售樓說明書第24及25頁為樓面平面圖而設之名詞及簡稱的圖例。

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT 發展項目的住宅物業的樓面平面圖

Basement Floor Plan (For ROOM 22 to ROOM 23 and ROOM 25 to ROOM 26) 地庫平面圖（供居室22至居室23及居室25至居室26）



0 5
Scale 比例
metres 米

11 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Basement Floor Plan (For ROOM 22 to ROOM 23 and ROOM 25 to ROOM 26)

地庫平面圖（供居室22至居室23及居室25至居室26）

Floor 樓層	Unit 單位	The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	The floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)
B/F 地庫	Room 22 居室22	200, 225	3.475, 3.500, 3.605
	Room 23 居室23	200, 225	3.475, 3.500, 3.605
	Room 25 居室25	200, 225	3.475, 3.500, 3.605
	Room 26 居室26	200, 225	3.475, 3.500, 3.605

Notes:

1. 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.
2. The dimensions in the floor plans are all in millimetre.
3. Please refer to pages 24 and 25 of this sales brochure for legend of the terms and abbreviation shown on the floor plans.

備註：

1. 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。
2. 樓面平面圖所列之尺寸為以毫米標示。
3. 請參閱本售樓說明書第24及25頁為樓面平面圖而設之名詞及簡稱的圖例。

12 AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述	Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq. metre (sq. ft.) 平方米 (平方呎)									
		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
House 1 1號洋房	487.327 (5,246) Balcony 露台：6.049 (65) Utility Platform 工作平台：- (-)	-	-	-	29.190 (314)	85.745 (923)	62.383 (671)	107.023 (1,152)	13.797 (149)	-	-
House 2 2號洋房	483.697 (5,207) Balcony 露台：6.002 (65) Utility Platform 工作平台：- (-)	-	-	-	34.962 (376)	107.991 (1,162)	51.300 (552)	106.645 (1,148)	12.758 (137)	-	-
House 3 3號洋房	484.056 (5,210) Balcony 露台：6.002 (65) Utility Platform 工作平台：- (-)	-	-	-	34.962 (376)	104.744 (1,127)	63.365 (682)	106.645 (1,148)	12.758 (137)	-	-
House 5 5號洋房	483.961 (5,209) Balcony 露台：6.002 (65) Utility Platform 工作平台：- (-)	-	-	-	34.962 (376)	95.180 (1,025)	54.896 (591)	106.645 (1,148)	12.758 (137)	-	-
House 6 6號洋房	484.004 (5,210) Balcony 露台：6.002 (65) Utility Platform 工作平台：- (-)	-	-	-	34.962 (376)	92.431 (995)	50.852 (547)	106.645 (1,148)	12.758 (137)	-	-
House 7 7號洋房	483.984 (5,210) Balcony 露台：6.002 (65) Utility Platform 工作平台：- (-)	-	-	-	34.962 (376)	91.945 (990)	49.278 (530)	106.645 (1,148)	12.758 (137)	-	-
House 8 8號洋房	484.092 (5,211) Balcony 露台：6.002 (65) Utility Platform 工作平台：- (-)	-	-	-	34.962 (376)	92.115 (992)	38.417 (414)	106.645 (1,148)	12.758 (137)	-	-
House 9 9號洋房	483.227 (5,201) Balcony 露台：6.002 (65) Utility Platform 工作平台：- (-)	-	-	-	28.947 (312)	86.223 (928)	41.195 (443)	108.555 (1,168)	13.953 (150)	-	-
House 10 10號洋房	483.035 (5,199) Balcony 露台：6.002 (65) Utility Platform 工作平台：- (-)	-	-	-	28.947 (312)	85.072 (916)	39.632 (427)	108.555 (1,168)	13.953 (150)	-	-
House 11 11號洋房	483.920 (5,209) Balcony 露台：6.002 (65) Utility Platform 工作平台：- (-)	-	-	-	24.558 (264)	88.076 (948)	39.909 (430)	110.545 (1,190)	13.952 (150)	-	-
House 12 12號洋房	483.118 (5,200) Balcony 露台：6.002 (65) Utility Platform 工作平台：- (-)	-	-	-	24.558 (264)	88.168 (949)	39.273 (423)	110.545 (1,190)	13.952 (150)	-	-

Notes:

- The saleable area and the floor areas of balcony, utility platform and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
- The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer.
- There is no verandah in the residential properties in the Development.
- Saleable area includes the areas of the hose reel pump room, water meter cabinet, electrical meter cabinet, miniature circuit breaker board and relevant protected lobby / lobby at B/F (if applicable).
- There are no House Nos. 4, 13, 14 and 24.
- There are no Room Nos. 04, 13, 14, 16, 17, 18 and 24.

附註：

- 實用面積以及露台、工作平台及陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。
- 發展項目住宅物業沒有陽台。
- 實用面積包括地庫的消防喉轆泵房、水錶櫃、電錶櫃、總電掣箱及相關保護門廊/大堂（如適用）。
- 不設洋房號數 4、13、14及24。
- 不設居室號數 04、13、14、16、17、18及24。

12 AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述	Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq. metre (sq. ft.) 平方米 (平方呎)									
		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
House 15 15號洋房	850.783 (9,158) Balcony 露台 : 6.263 (67) Utility Platform 工作平台 : - (-)	-	-	-	37.983 (409)	207.272 (2,231)	69.423 (747)	135.060 (1,454)	27.669 (298)	-	-
House 16 16號洋房	391.863 (4,218) Balcony 露台 : 5.856 (63) Utility Platform 工作平台 : - (-)	-	-	-	17.192 (185)	89.029 (958)	32.102 (346)	86.442 (930)	13.067 (141)	-	-
House 17 17號洋房	393.313 (4,234) Balcony 露台 : 5.856 (63) Utility Platform 工作平台 : - (-)	-	-	-	17.132 (184)	91.781 (988)	46.032 (495)	85.591 (921)	13.794 (148)	-	-
House 18 18號洋房	391.706 (4,216) Balcony 露台 : 6.002 (65) Utility Platform 工作平台 : - (-)	-	-	-	17.131 (184)	74.020 (797)	39.217 (422)	85.591 (921)	13.769 (148)	-	-
House 19 19號洋房	385.864 (4,153) Balcony 露台 : 6.002 (65) Utility Platform 工作平台 : - (-)	-	-	-	17.191 (185)	73.950 (796)	35.105 (378)	86.442 (930)	13.067 (141)	-	-
House 20 20號洋房	386.376 (4,159) Balcony 露台 : 6.016 (65) Utility Platform 工作平台 : - (-)	-	-	-	17.191 (185)	73.950 (796)	35.105 (378)	86.442 (930)	13.067 (141)	-	-
House 21 21號洋房	386.376 (4,159) Balcony 露台 : 6.016 (65) Utility Platform 工作平台 : - (-)	-	-	-	17.191 (185)	73.950 (796)	35.105 (378)	86.442 (930)	13.067 (141)	-	-
House 22 22號洋房	386.262 (4,158) Balcony 露台 : 6.016 (65) Utility Platform 工作平台 : - (-)	-	-	-	17.191 (185)	73.950 (796)	35.105 (378)	86.442 (930)	13.067 (141)	-	-
House 23 23號洋房	387.445 (4,170) Balcony 露台 : 6.016 (65) Utility Platform 工作平台 : - (-)	-	-	-	17.191 (185)	84.429 (909)	35.105 (378)	86.442 (930)	13.067 (141)	-	-
House 25 25號洋房	388.455 (4,181) Balcony 露台 : 6.016 (65) Utility Platform 工作平台 : - (-)	-	-	-	17.191 (185)	87.562 (943)	33.919 (365)	86.442 (930)	13.067 (141)	-	-
House 26 26號洋房	427.403 (4,601) Balcony 露台 : 6.002 (65) Utility Platform 工作平台 : - (-)	-	-	-	20.657 (222)	97.541 (1,050)	35.655 (384)	96.617 (1,040)	13.660 (147)	-	-

Notes:

- The saleable area and the floor areas of balcony, utility platform and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
- The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer.
- There is no verandah in the residential properties in the Development.
- Saleable area includes the areas of the hose reel pump room, water meter cabinet, electrical meter cabinet, miniature circuit breaker board and relevant protected lobby / lobby at B/F (if applicable).
- There are no House Nos. 4, 13, 14 and 24.
- There are no Room Nos. 04, 13, 14, 16, 17, 18 and 24.

附註：

- 實用面積以及露台、工作平台及陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。
- 發展項目住宅物業沒有陽台。
- 實用面積包括地庫的消防喉轆泵房、水錶櫃、電錶櫃、總電掣箱及相關保護門廊/大堂（如適用）。
- 不設洋房號數 4、13、14及24。
- 不設居室號數 04、13、14、16、17、18及24。

12 AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq. metre (sq. ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof platform 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
B/F 地庫	Room 01 居室01	51.933 (559) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 02 居室02	60.539 (652) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 03 居室03	57.110 (615) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 05 居室05	60.334 (649) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 06 居室06	57.158 (615) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 07 居室07	60.328 (649) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 08 居室08	57.152 (615) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 09 居室09	60.357 (650) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 10 居室10	57.181 (615) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 11 居室11	60.354 (650) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-

Notes:

- The saleable area and the floor areas of balcony, utility platform and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
- The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer.
- There is no verandah in the residential properties in the Development.
- Saleable area includes the areas of the hose reel pump room, water meter cabinet, electrical meter cabinet, miniature circuit breaker board and relevant protected lobby / lobby at B/F (if applicable).
- There are no House Nos. 4, 13, 14 and 24.
- There are no Room Nos. 04, 13, 14, 16, 17, 18 and 24.

附註：

- 實用面積以及露台、工作平台及陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。
- 發展項目住宅物業沒有陽台。
- 實用面積包括地庫的消防喉轆泵房、水錶櫃、電錶櫃、總電掣箱及相關保護門廊/大堂（如適用）。
- 不設洋房號數 4、13、14及24。
- 不設居室號數 04、13、14、16、17、18及24。

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

Description of Residential Property 物業的描述		Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) 其他指明項目的面積 (不計算入實用面積) sq. metre (sq. ft.) 平方米 (平方呎)									
Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof platform 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
B/F 地庫	Room 12 居室12	57.178 (615) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 15 居室15	53.205 (573) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 19 居室19	44.439 (478) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 20 居室20	43.708 (470) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 21 居室21	43.708 (470) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 22 居室22	43.872 (472) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 23 居室23	44.183 (476) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 25 居室25	44.019 (474) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
	Room 26 居室26	44.311 (477) Balcony 露台：- (-) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-

Notes:

- The saleable area and the floor areas of balcony, utility platform and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.
- The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer.
- There is no verandah in the residential properties in the Development.
- Saleable area includes the areas of the hose reel pump room, water meter cabinet, electrical meter cabinet, miniature circuit breaker board and relevant protected lobby / lobby at B/F (if applicable).
- There are no House Nos. 4, 13, 14 and 24.
- There are no Room Nos. 04, 13, 14, 16, 17, 18 and 24.

附註：

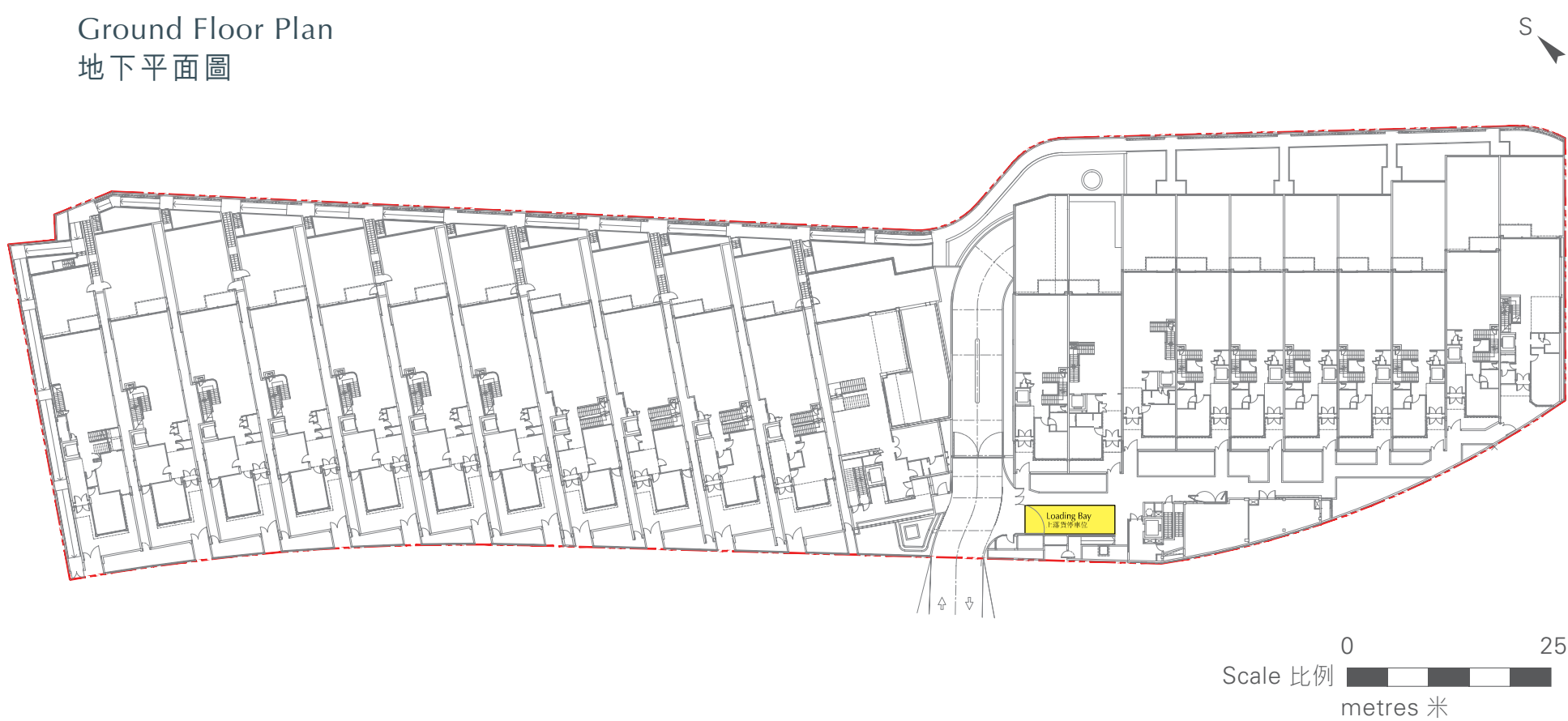
- 實用面積以及露台、工作平台及陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。
- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。
- 發展項目住宅物業沒有陽台。
- 實用面積包括地庫的消防喉轆泵房、水錶櫃、電錶櫃、總電掣箱及相關保護門廊/大堂（如適用）。
- 不設洋房號數 4、13、14及24。
- 不設居室號數 04、13、14、16、17、18及24。

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

Basement Floor Plan
地庫平面圖



Ground Floor Plan
地下平面圖



- Residential Parking Space
住宅停車位
- Visitors' Parking Space
訪客停車位
- Visitors' Parking Space (which is designated as Accessible Parking Space)
訪客停車位 (被指定為暢通易達停車位)
- Motor Cycle Parking Space
電單車停車位
- Bicycle Parking Space
單車停車位
- Loading Bay
上落貨停車位
- Boundary of the Development
發展項目的界線

Remark:

There are no Parking Space Nos. P04, P13, P14, P24, P34, P44 and P54.

註：

停車位不設P04、P13、P14、P24、P34、P44及P54號。

13

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

Number, Dimension and Area of Parking Spaces
停車位數目、尺寸及面積

Category of parking space 停車位類別	Number 數目		Dimensions of each parking space (L x W) (m.) 每個停車位的尺寸(長 x 寬)(米)	Area of each parking space (sq. m.) 每個停車位面積(平方米)
	Basement Floor 地庫	Ground Floor 地下		
Residential Parking Space 住宅停車位	47	-	5.0 x 2.5	12.5
Visitors' Parking Space 訪客停車位	1	-	5.0 x 2.5	12.5
Visitors' Parking Space (which is designated as Accessible Parking Space) 訪客停車位(被指定為暢通易達停車位)	1	-	5.0 x 3.5	17.5
Motor Cycle Parking Space 電單車停車位	1	-	2.4 x 1.0	2.4
Bicycle Parking Space 單車停車位	2	-	2.0 x 1.0	2.0
Loading Bay 上落貨停車位	-	1	11.0 x 3.5	38.5

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

1. A preliminary deposit of 5% of the purchase price is payable on the signing of the preliminary agreement for sale and purchase.
 2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement-
 - (a) that preliminary agreement is terminated;
 - (b) the preliminary deposit is forfeited; and
 - (c) the owner does not have any further claim against the purchaser for the failure.
1. 在簽署臨時買賣合約時須支付款額為售價5%的臨時訂金。
 2. 買方在簽署該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分持有。
 3. 如買方沒有於訂立該臨時買賣合約的日期之後的5個工作日內簽立買賣合約-
 - (a) 該臨時買賣合約即告終止；
 - (b) 有關的臨時訂金即予沒收；及
 - (c) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

15 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

A. Common parts of the Development

According to the Deed of Mutual Covenant and Management Agreement ("DMC") in respect of the Development:-

"Common Areas and Facilities" means:-

- (a) the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities; and
- (b) such other areas and facilities of and in the Land and the Development as are now or may from time to time be designated as Common Areas and Facilities in accordance with this Deed.

"Development Common Areas and Facilities" means:-

- (a) access road, buffer tank, buffer tank room, driveways, fire services inlets, fire services water tank, fire services water pump room, flushing water pump room, flushing water tanks, fresh water pump room, gas kiosk, guard house, hose reels, accessible lift, lift shaft of accessible lift, lobbies, master water meter room, owners' committee office, pipe ducts, potable water tanks, protected corridors, protected lobbies, quarters for watchmen and caretakers, ramps, fan room 2, refuse storage & material recovery chamber, sprinkler control valve, sprinkler inlets, sprinkler pump room, sprinkler water tank, staircases, switch room, transformer room; and
- (b) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole

which for the purposes of identification only are shown coloured Violet on the DMC Plans,

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

but shall exclude the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities.

"Residential Common Areas and Facilities" means:-

- (a) the Bicycle Parking Spaces, the Visitors' Parking Spaces, the Club House, the Residential Loading and

Unloading Bay, the Greenery Areas, electricity meter rooms, landscaped areas, planter areas, solid noise barrier which for the purposes of identification only are marked "solid noise barrier" on the DMC Plans, telecommunications and broadcasting equipment room, staircases, water features, flush water pump room and water meter cabinets; and

- (b) such areas and facilities of and in the Land and the Development intended for the common use and benefit of the Residential Accommodation as a whole

which for the purposes of identification only are shown coloured Yellow, Yellow Hatched Black, Yellow Stippled Black, Yellow Cross Hatched Black on the DMC Plans,

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

but shall exclude the Development Common Areas and Facilities and the Carpark Common Areas and Facilities.

"Carpark Common Areas and Facilities" means:-

- (a) the whole of the Carpark (except the Parking Spaces, the Visitors' Parking Spaces and the Residential Car Parking Space for Disabled Persons); and
- (b) driveway, fan room 1, ramp, such areas and facilities of and in the Land and the Development for the common use and benefit of the Carpark as a whole

which for the purposes of identification only are shown coloured Orange on the DMC Plans,

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

but shall exclude the Development Common Areas and Facilities and the Residential Common Areas and Facilities.

15 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

B. Number of undivided shares assigned to each residential properly in the Development

Residential Unit (Room)	Undivided Shares
Room 01	521
Room 02	607
Room 03	573
Room 05	605
Room 06	573
Room 07	605
Room 08	573
Room 09	605
Room 10	573
Room 11	605
Room 12	573
Room 15	534
Room 19	446
Room 20	439
Room 21	439
Room 22	440
Room 23	444
Room 25	442
Room 26	445

Residential Unit (House)		Undivided Shares
House	House Car Parking Space	
House 1	P01, P02	5,188
House 2	P03, P05	5,165
House 3	P06, P07	5,178
House 5	P08, P09	5,159
House 6	P10, P11	5,152
House 7	P12, P15	5,150
House 8	P16, P17	5,141
House 9	P18, P19	5,128
House 10	P20, P21	5,123
House 11	P22, P23	5,133
House 12	P25, P26	5,125
House 15	P27, P28, P29	9,018
House 16	P30, P31	4,172
House 17	P32, P33	4,204
House 18	P35, P36	4,164
House 19	P37, P38	4,100
House 20	P39, P40	4,105
House 21	P41, P42	4,105
House 22	P43, P45	4,104
House 23	P46, P47	4,126
House 25	P48, P49	4,138
House 26	P50, P51	4,555

Remark:

- There are no Room Nos. 04, 13, 14, 16, 17, 18 and 24.
- There are no House Nos. 4, 13, 14 and 24.

C. Term of years for which the manager of the Development is appointed

The manager for the Development shall be appointed for an initial term of not exceeding two (2) years commencing from the date of the DMC and to be continued thereafter unless and until terminated in accordance with the provisions of the DMC.

D. Basis on which the management expenses are shared among the owners of the residential properties in the Development

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

E. Basis on which the management fee deposit is fixed

A sum as security equivalent to 2/12th of the first year's budgeted management expenses payable in respect of the Unit and such security amount shall be non-interest bearing and non-refundable but transferable.

F. Area (if any) in the Development retained by the Owner for that Owner's own use

Not applicable.

Note:

For full details, please refer to the latest draft of the DMC which is free for inspection during opening hours at the sales office. A copy of the latest draft DMC is available upon request and payment of the necessary photocopying charges.

15 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

A. 發展項目的公用部分

發展項目的《公契及管理協議》(「公契」)訂明：

「公用地方及設施」指：

(a) 指「發展項目公用地方及設施」、「住宅公用地方及設施」及「停車場公用地方及設施」；及

(b) 該土地及發展項目內目前或不時按本公契指定作為公用地方及設施的所有其他部分及設施。

「發展項目公用地方及設施」指：

(a) 引道、緩衝箱、緩衝箱房、行車道、消防進水掣、消防水箱、消防水泵房、沖廁水泵房、沖廁水水缸、食水泵房、氣體站、保安室、喉轆、暢通易達升降機、暢通易達升降機機槽、大堂、主水錶室、業主委員會辦事處、管槽、飲用水箱、防護走廊、防護廊、看更及管理員宿舍、斜道、通風機房2、垃圾及物料回收房、花灑控制閥、花灑進水口、花灑泵房、花灑水缸、樓梯、電掣房、變壓器房；及

(b) 該土地及發展項目內擬供發展項目整體公用及共享的地方及設施，

在公契圖則上僅為識別之目的而以紫色顯示；

但是，在適當情況下，如(i)發展項目任何部分符合《建築物管理條例》第2條中「公用部分」第(a)段的釋義及/或(ii)發展項目任何部分乃《建築物管理條例》附表1訂明而符合《建築物管理條例》第2條中「公用部分」第(b)段的釋義，此等地方將受制於前述的規定，並且視作屬於發展項目公用地方及設施一部分，

但不包括「住宅公用地方及設施」及「停車場公用地方及設施」。

「住宅公用地方及設施」指：

(a) 單車停車位、訪客停車位、會所、住宅上落貨停車位、綠化地帶、電錶房、園景區、花園區、實心隔音屏障(其在公契圖則上註明“solid noise barrier”，僅作識別之用)、通訊及廣播設備房、樓梯、水飾、沖廁水泵房及水錶櫃；

(b) 該土地及發展項目內擬供住宅樓宇整體公用及共享的地方及設施，

在公契圖則上僅為識別之目的而以黃色、黃色間黑斜線、黃色加黑點、黃色間黑交叉線顯示；

但是，在適當情況下，如(i)住宅樓宇任何部分符合《建築物管理條例》第2條中「公用部分」第(a)段的釋義及/或(ii)住宅樓宇任何部分乃《建築物管理條例》附表1訂明而符合《建築物管理條例》第2條中「公用部分」第(b)段的釋義，此等地方將受制於前述的規定，並且視作屬於住宅公用地方及設施一部分，

但不包括「發展項目公用地方及設施」及「停車場公用地方及設施」。

「停車場公用地方及設施」指：

(a) 整個停車場(停車位、訪客停車位及住宅傷殘人士停車位除外)；及

(b) 車道、通風機房1、斜道及該土地及發展項目內供整個停車場共同使用及享用的該等地方及設施，

在公契圖則上僅為識別之目的而以橙色顯示；

但是，在適當情況下，如(i)停車場任何部分符合《建築物管理條例》第2條中「公用部分」第(a)段的釋義及/或(ii)停車場任何部分乃《建築物管理條例》附表1訂明而符合《建築物管理條例》第2條中「公用部分」第(b)段的釋義，此等地方將受制於前述的規定，並且視作屬於停車場公用地方及設施一部分，

但不包括「發展項目公用地方及設施」及「住宅公用地方及設施」。

B. 分配予發展項目中的每個住宅物業的不分割份數的數目

住宅單位(居室)	不分割份數
居室 01	521
居室 02	607
居室 03	573
居室 05	605
居室 06	573
居室 07	605
居室 08	573
居室 09	605
居室 10	573
居室 11	605
居室 12	573
居室 15	534
居室 19	446
居室 20	439
居室 21	439
居室 22	440
居室 23	444
居室 25	442
居室 26	445

15 SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

住宅單位 (洋房)		不分割份數
洋房	洋房停車位	
1號洋房	P01, P02	5,188
2號洋房	P03, P05	5,165
3號洋房	P06, P07	5,178
5號洋房	P08, P09	5,159
6號洋房	P10, P11	5,152
7號洋房	P12, P15	5,150
8號洋房	P16, P17	5,141
9號洋房	P18, P19	5,128
10號洋房	P20, P21	5,123
11號洋房	P22, P23	5,133
12號洋房	P25, P26	5,125
15號洋房	P27, P28, P29	9,018
16號洋房	P30, P31	4,172
17號洋房	P32, P33	4,204
18號洋房	P35, P36	4,164
19號洋房	P37, P38	4,100
20號洋房	P39, P40	4,105
21號洋房	P41, P42	4,105
22號洋房	P43, P45	4,104
23號洋房	P46, P47	4,126
25號洋房	P48, P49	4,138
26號洋房	P50, P51	4,555

備註：

1. 不設居室號數 04、13、14、16、17、18及24。
2. 不設洋房號數 4、13、14及24。

C. 有關發展項目的管理人的委任年期

發展項目管理人的首屆任期為公契生效日計兩(2)年，之後管理人的任命可繼續，除非及直至按照公契條文規定終止。

D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

每名住宅單位業主須按照公契訂明的方式、金額和比例，根據其住宅單位的管理份數和公契列明的準則，分攤發展項目的管理開支(根據管理人編製的預算案釐定)。每個住宅單位的管理份數的數目等同於分配給該住宅單位的不分割份數的數目。

E. 計算管理費按金的基準

管理費按金相等於每個住宅單位根據首年管理預算案需繳付管理開支的12份之2，以及該管理費按金不帶利息及不可退款但可轉讓。

F. 擁有人在發展項目中保留作自用的範圍(如有的話)

不適用。

附註：

詳情請參考公契最新擬稿。公契最新擬稿已備存於售樓處在開放時間免費供閱覽，亦可要求並支付必要影印費用獲取公契最新擬稿的副本。

16 SUMMARY OF LAND GRANT 批地文件的摘要

1. The Development is constructed on Tuen Mun Town No. 542 ("lot") which is held under the New Grant No. 22209 dated 22 October 2015 ("Land Grant").
2. The lot is granted for a term of 50 years commencing from 22 October 2015.
3. General Condition No. 7 of the Land Grant stipulates that:-
 - "(a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
 - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto; and
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
 - (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the 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."
4. Special Condition No. (2) of the Land Grant stipulates that:-
 - "(a) The Purchaser hereby acknowledges that as at the date of this Agreement, there are some structures, buildings and foundations existing within the lot and the Yellow Area referred to in Special Condition No. (7)(a) hereof (hereinafter collectively referred to as "the Existing Structures").
 - (b) Without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Structures and no objection or claim of whatsoever nature shall be made or raised by the Purchaser in respect of or on account of the same.
- (c) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Structures (hereinafter referred to as "the Demolition Works").
- (d) The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser by reason of the presence of the Existing Structures and the carrying out of the Demolition Works and the Purchaser shall not make any claim whatsoever against the Government for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever caused to the lot or to the Purchaser arising directly or indirectly out of or in connection with the Existing Structures or the Demolition Works. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Existing Structures and the carrying out of the Demolition Works."
5. Special Condition No. (3) of the Land Grant stipulates that:-
 - "(a) The Purchaser shall within 18 calendar months from the date of this Agreement (or such other extended period 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, form, surface and drain that portion of future public road shown coloured green on the plan 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.

 - (b) The Purchaser shall thereafter at his own expense maintain the Green Area together with the Structures and any other structures erected thereon in all respects to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered up in accordance with Special Condition No. (4) hereof.

16 SUMMARY OF LAND GRANT 批地文件的摘要

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

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

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

"For the purpose only of carrying out the necessary works specified in Special Condition No. (3) hereof, the Purchaser 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 Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser 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. (3) hereof or otherwise."

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

"The Purchaser 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. (3) hereof."

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

"(a) The Purchaser shall at all reasonable times while he is in the possession of the Green Area:

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, 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 Conditions Nos. (3) (a) and (3)(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (3)(c) hereof and any other works which the Director may consider necessary in the Green Area;

- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.

- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition."

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

- "(a) The Purchaser shall within 18 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels and design as the Director shall approve and in all respects to the satisfaction of the Director form the area shown coloured yellow on the plan annexed hereto (hereinafter referred to as "the Yellow Area").

16 SUMMARY OF LAND GRANT 批地文件的摘要

(b) The Purchaser shall thereafter at his own expense maintain the Yellow Area in all respects to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered up in accordance with Special Condition No. (8) hereof.

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

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

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

"For the purpose only of carrying out the Demolition Works and the necessary works specified in Special Condition No. (7) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Yellow Area. The Yellow Area or any part or parts thereof shall be re-delivered to the Government on demand and in any event the Yellow Area shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof allow free access over and along the Yellow Area for all Government vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the Demolition Works and the works whether under Special Condition No. (7) hereof or otherwise."

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

"The Purchaser shall not without the prior written consent of the Director use the Yellow Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the Demolition Works and the works specified in Special Condition No. (7) hereof."

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

"(a) The Purchaser shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof:

(i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Conditions Nos. (7)(a) and (7)(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (7)(c) hereof and any other works which the Director may consider necessary in the Yellow Area; and

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area or any part or parts thereof.

(b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition."

13. Special Condition No. (11) of the Land Grant stipulates 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 the 31st day of December 2021."

16 SUMMARY OF LAND GRANT 批地文件的摘要

14. 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 private residential purposes."

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

"(a) Except with the prior written consent of the Director, no building, structure, support for any building or structure, or projection shall be erected, constructed or placed on, over or above the ground level or levels of those portions of the lot shown coloured pink hatched black on the plan annexed hereto (hereinafter collectively referred to as "the Air Sensitive Area") except:

(i) boundary walls or fences or both; and

(ii) landscaping works provided in accordance with Special Condition No. (19) hereof.

(b) For the purpose of sub-clause (a) of this Special Condition, the decision of the Director as to what constitutes the ground level or levels of the Air Sensitive Area shall be final and binding on the Purchaser."

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

"(a) The Purchaser shall within six calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director of Planning submit or cause to be submitted to the Director of Planning for his written approval an air ventilation assessment (hereinafter referred to as "the AVA") containing, among others, such information and particulars as the Director of Planning may require including but not limited to the potential impacts on pedestrian wind environment as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works (hereinafter collectively referred to as "the Air Ventilation Measures").

(b) The Purchaser shall at his own expense and within such time limit as shall be stipulated by the Director of Planning carry out and implement the Air Ventilation Measures as proposed in the AVA and approved by the Director of Planning (hereinafter referred to as "the Approved Air Ventilation Measures") in all respects to the satisfaction of the Director of Planning.

(c) No building works (other than ground investigation and the Demolition Works) shall be commenced on the lot or any part thereof until the AVA shall have been approved in writing by the Director of Planning.

(d) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the Approved Air Ventilation Measures in all respects to the satisfaction of the Director of Planning. The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of any such cost, damage or loss."

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

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

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (13)(c) hereof, subject to Special Condition No. (49)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.

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

(i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (25)(a)(v) hereof;

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

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

16 SUMMARY OF LAND GRANT 批地文件的摘要

18. Special Condition No. (18) 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."

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

"(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.

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

(ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

(iii) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.

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

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

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

(e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (25)(a)(v) hereof."

20. Special Condition No. (20)(a) of the Land Grant stipulates 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;

(ii) such accommodation 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; and

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

For the purposes of this sub-clause (a), 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 or adapted for use as a single family residence shall be final and binding on the Purchaser."

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

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

(i) 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; and

(ii) such quarters 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.

For the purposes of this sub-clause (a), 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 or adapted for use as a single family residence shall be final and binding on the Purchaser."

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

“One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that:

- (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
- (ii) the location of any such office shall first be approved in writing by the Director.”

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

“No building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, any regulations made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation.”

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

"The Purchaser shall not, without the prior written consent of the Director, partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof or any section which has been partitioned with the prior written consent of the Director under this Special Condition. Where the lot has been partitioned with such consent, the provisions in Special Condition No. (25) hereof shall be applicable to each of the sections so partitioned with the references to "the lot" under the said Special Condition being replaced and substituted by the relevant section."

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

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

- (l) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences) is or are provided within the lot, 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	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 15.91 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 9.09 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.03 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.16 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.85 residential unit or part thereof
Not less than 160 square metres	One space for every 0.67 residential unit or part thereof

(II) where detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences is or 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;
- (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and
- (C) two spaces for each such house where its gross floor area is not less than 220 square metres.

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

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(ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the Residential Parking Spaces to be provided under sub-clause (a)(i)(I) of this Special Condition shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table in sub-clause (a)(i)(I) of this Special Condition and for the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below:

(I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of the gross floor area stipulated in Special Condition No. (13)(c) hereof; and

(II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of the gross floor area stipulated in Special Condition No. (13)(c) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula:

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

(iii) Additional 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 bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected

on the lot at a rate of 5 spaces for every block of residential units containing more than 75 residential units erected or to be erected on the lot or at such other rates as may be approved by the Director, provided that a minimum of two spaces for every block of residential units erected or to be erected on the lot shall be provided. For the purpose of this sub-clause (a)(iii), neither detached, semi-detached nor terraced house which is intended for use as a single family residence shall be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(iv) The spaces provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No. (30) hereof) and sub-clause (a)(i)(II) of this Special Condition 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.

(b) (i) Out of the spaces provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No. (30) hereof), the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (30) hereof) and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (30) hereof) to become the Parking Spaces for the Disabled Persons.

(ii) The Parking Spaces for the Disabled Persons shall be located at such position and level as shall be approved in writing by the Director.

(iii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in

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particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Motor Cycle Parking Spaces") at a rate of one space for every 100 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. For the purpose of this sub-clause (c)(i), a detached, semi-detached and 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 what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (ii) The Motor Cycle Parking Spaces (as may be varied under Special Condition No. (30) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) 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 the size of each residential unit in terms of gross floor area 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 what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (e) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No. (30) hereof) and sub-clause (a)(i)(II) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

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

(iii) Each of the Motor Cycle Parking Spaces (as may be varied under Special Condition No. (30) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

(iv) Each of the spaces provided under sub-clause (d) of this Special Condition shall be of such dimensions as may be approved in writing by the Director."

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

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

(b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot."

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

"(a) Notwithstanding Special Conditions Nos. (28)(a)(i)(I), (28)(a)(iii) and (28)(c)(i) hereof, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under Special Conditions Nos. (28)(a)(i)(I) and (28)(a)(iii) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent."

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28. Special Condition No. (32) of the Land Grant stipulates that:-

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

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

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

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Purchaser may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Purchaser.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
- (d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for the Disabled Persons.”

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

“The spaces provided within the lot in accordance with Special Condition No. (28)(a)(iii) hereof (as may be varied under Special Condition No. (30) hereof), the Parking Spaces for the Disabled Persons and the spaces provided within the lot in accordance with Special Conditions Nos. (28)(d) and (29)(a) hereof shall be designated as and form part of the Common Areas.”

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

“A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (28) (as may be varied under Special Condition No. (30) hereof) and (29) hereof, or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (24)(c) hereof and a building mortgage under Special Condition No. (24)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The parking, loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (28) and (29) hereof. The Purchaser shall maintain the parking, 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.”

31. Special Condition No. (36) of the Land Grant stipulates 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.”

32. Special Condition No. (37) 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 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

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occurring thereafter. The Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (36) hereof.

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

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

33. Special Condition No. (38) of the Land Grant stipulates that:-

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

34. Special Condition No. (39) of the Land Grant stipulates 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 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."

35. Special Condition No. (40) of the Land Grant stipulates that:-

"(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "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 (hereinafter referred to as "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.

(b) Notwithstanding sub-clause (a) of this Special Condition, 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."

36. Special Condition No. (41) of the Land Grant stipulates 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 (hereinafter referred to as "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, the Green Area, the Yellow Area or any part of any of them (hereinafter collectively referred to as "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, the Green Area, the Yellow Area or any part of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-

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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, the Green Area, the Yellow Area or any part of any of them 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."

37. Special Condition No. (42) of the Land Grant stipulates that:-

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

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

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

"(a) The Purchaser shall within six calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a noise impact assessment (hereinafter referred to as "the NIA") on the development of the lot containing, among others, such information and

particulars as the Director may require including but not limited to all adverse noise impacts on the development of the lot and proposals for appropriate noise mitigation measures (hereafter referred to as "Noise Mitigation Measures").

(b) The Purchaser shall at his own expense and within such time limit as shall be stipulated by the Director carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director.

(c) No building works (other than site formation works, ground investigation and the Demolition Works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.

(d) The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of such cost, damage or loss."

39. Special Condition No. (44) of the Land Grant stipulates that:-

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

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

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

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

(d) the Purchaser shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects

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to the satisfaction of the Director and if temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause (d), written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;

- (e) the Noise Barrier shall not be used for any purpose other than for noise barrier and the Purchaser shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever except with the prior written consent of the Director;
- (f) subject to the prior written approval of the Director, the Purchaser, his contractors, workmen or any other persons authorized by the Purchaser shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part or parts of the Noise Barrier projecting over the Government land in accordance with this Special Condition;
- (g) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;
- (h) the Purchaser shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, repair, maintenance, alteration, use, demolition or removal of the Noise Barrier;
- (i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Purchaser a written notice requiring the Purchaser to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Purchaser shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (j) in the event of the non-fulfilment of any of the Purchaser's obligations under this Special Condition, the Director may carry out the necessary works and the Purchaser shall pay to the Director on demand the cost of such works;

- (k) the Purchaser shall at all times permit the Director, and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;
- (l) neither the Government nor the Director shall have any responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Purchaser shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and
- (m) the Purchaser shall at all times indemnify and keep indemnified the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director under sub-clause (k) of this Special Condition from and against all liabilities, losses, damages, claims, costs, expenses, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, repair, maintenance, alteration, use, demolition or removal of the Noise Barrier or in connection with the works under sub clause (j) of this Special Condition."

40. Special Condition No. (45) of the Land Grant stipulates that:-

- "(a) The Purchaser shall within six calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his written approval a sewerage impact assessment (hereinafter referred to as "the SIA") containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impacts as may arise from the development of the lot, the sewage flowing from all other planned and committed development in the same catchment, and recommendations for mitigation measures, improvement works and other measures and works.

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- (b) The Purchaser shall at his own expense and within such time limit as shall be stipulated by the Director of Environmental Protection carry out and implement the recommendations in the SIA as approved by the Director of Environment Protection in all respects to the satisfaction of the Director of Environmental Protection.
- (c) The technical aspects of the SIA shall be undertaken by a chartered civil engineer or a member of the Hong Kong Institution of Engineers with civil engineering or environmental engineering as the specialist discipline.
- (d) No building works (other than ground investigation and the Demolition Works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection.
- (e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of any such cost, damage or loss."

41. Special Condition No. (46) of the Land Grant stipulates that:-

- "(a) The Purchaser shall within six calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director of Drainage Services submit or cause to be submitted to the Director of Drainage Services for his written approval a drainage impact assessment (hereinafter referred to as "the DIA") containing, among others, such information and particulars as the Director of Drainage Services may require including but not limited to all adverse drainage impacts as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.
- (b) The Purchaser shall at his own expense and within such time limit as shall be stipulated by the Director of Drainage Services carry out and implement the recommendations in the DIA as approved by the Director of Drainage Services in all respects to the satisfaction of the Director of Drainage Services.

- (c) The technical aspects of the DIA shall be undertaken by a chartered civil engineer or a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline.
- (d) No building works (other than ground investigation and the Demolition Works) shall be commenced on the lot or any part thereof until the DIA shall have been approved in writing by the Director of Drainage Services.
- (e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the recommendations in the DIA as approved by the Director of Drainage Services in all respects to the satisfaction of the Director of Drainage Services. The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of any such cost, damage or loss."

42. Special Condition No. (47) of the Land Grant stipulates that:-

- "(a) Without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby acknowledges that the lot is close to the shoreline and that as a result, the lot may be subject to tidal and wave actions.
- (b) The Purchaser shall at his own expense and within such time limit as shall be stipulated by the Director of Civil Engineering and Development design, erect, construct and provide within the lot seawall and marine structures in accordance with the Port Works Design Manual published by the Civil Engineering and Development Department and any requirements imposed by the Director of Civil Engineering and Development at his sole discretion in all respects to the satisfaction of the Director of Civil Engineering and Development to protect the lot from any tidal and wave actions. The Purchaser shall thereafter at all times and at his own expense maintain the seawall and marine structures in all respects to the satisfaction of the Director of Civil Engineering and Development. For the purpose of this sub-clause (b), the decision of the Director of Civil Engineering and Development as to what constitutes seawall and marine structures shall be final and binding on the Purchaser.
- (c) The Purchaser hereby expressly acknowledges, accepts and agrees that all additional costs, charges, fees and expenses whatsoever, whether in respect of the works taken to protect or remedy the lot from and against any loss or damage arising out of or in connection with the

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lot being close to the shoreline or the lot being subject to any tidal and wave actions, shall be the Purchaser's sole responsibility and that the Government shall be under no liability to the Purchaser, his successors or assigns in respect of such costs, charges, fees and expenses.

- (d) The Purchaser for and on behalf of himself, his successors and assigns expressly waives any and all claims which he or they might have against the Government a result of or arising out of the lot being close to the shoreline or the lot being subject to any tidal and wave actions, and releases the Government from any and all liabilities which may arise, as a result of or arising out of the lot being close to the shoreline or the lot being subject to any tidal and wave actions. The Purchaser for and on behalf of himself, his successors and assigns covenants that he and they shall not take any proceedings or make any demand or claim against the Government in connection with the lot being close to the shoreline or the lot being subject to any tidal and wave actions which may occur in the future, howsoever arising, and whether or not it is reasonably foreseeable that the lot may be subject to any tidal and wave actions. All assignments of the lot or any part thereof or any interests therein shall be made subject to, inter alia, this sub-clause (d)."

43. Special Condition No. (50) of the Land Grant stipulates 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."

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

For the purpose of this section of "Summary of Land Grant", 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" refers to the Government of the Hong Kong Special Administrative Region; the expression "Director" refers to the Director of Lands; the expression "Hong Kong" refers to the Hong Kong Special Administrative Region; and the expression "these Conditions" mean and include the General and Special Conditions of the Land Grant.

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1. 發展項目興建於屯門市地段第542號(「該地段」)，該地段乃根據2015年10月22日所訂立的新批租約第22209號(「批地文件」)規定批出。

2. 該地段的批租期由2015年10月22日起計50年。

3. 批地文件一般條件第7條規定：

“(a) 買方須在整個租賃內遵照此等條件進行建造或重建工程(本詞指本一般條件(b)款所述的重建工程)：

(i) 依照經核准的設計及規劃和任何經核准建築圖則保養一切建築物，不得對其作出修訂或更改；及

(ii) 保養按此等條件已建或今後按任何合約修訂條文建造的一切建築物處於修繕妥當狀況，並在批租期屆滿或提前終止時以同等的修繕狀況交還此等建築物。

(b) 如在批租期任何時期內拆卸該地段或其任何部分的任何現有建築物，買方須另建良好穩固的一座或多座同類型建築物而總樓面面積不少於現有建築物或有關類型和價值經署長批核的一座或多座建築物作替代。倘若如上所述拆卸建築物，買方須在拆卸前一(1)個曆月內向署長申請同意於該地段進行重建工程。買方接獲同意書後，必須在三(3)個曆月內展開必要的重建工程，並在署長指定的期限內以完成重建，達至署長滿意。”

4. 批地文件特別條件第(2)條規定：

“(a) 買方現確認於本協議訂立日，於該地段和批地文件特別條件第(7)(a)條提述的黃色範圍內建有一些構築物、建築物及地基(以下簡稱「現有構築物」)。

(b) 在不影響批地文件一般條件第5條的一般適用範圍下，買方將被視為已信納及接受該地段於本協議訂立日的現狀及情況，並受制於現有構築物的存在，買方不得因此或就此提出或作出任何性質的異議或索償。

(c) 買方須自費以拆卸及移除現有構築物，全面達至署長滿意(以下簡稱「拆卸工程」)。

(d) 政府概不對買方因現有構築物存在或進行拆卸工程而產生或招致的任何損失、損害、滋擾或干擾承擔法律責任，買方不得就任何有關現有構築物或拆卸工程或由現有構築物或拆卸工程直接或間接產生對該地段或買方產生的損害、滋擾、煩擾、損失或任何危害向政府提出任何索償。買方須就因現有構築物存在或進行拆卸工程而不論直接或間接產生，或與現有構築物存在或進行拆卸工程有關的負債、損失、損害、損害賠償、索償、支出、開支、收費、要求、法律行動及法律程序向政府作出彌償。”

5. 批地文件特別條件第(3)條規定：

“(a) 買方須於本協議訂立日起18個曆月內(或署長批准的其他延長期內)，自費按署長批准的方式、材料、標準、水平、定線及設計，全面達至署長滿意：

(i) 於夾附在批地文件的圖則上以綠色顯示的未來公用道路部分(以下簡稱「綠色區域」)設置、構建、鋪設路面及排水；及

(ii) 按署長單獨酌情要求，提供及建造橋樑、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路或其他構築物(以下簡稱「該等構築物」)

以便於綠色區域建造建築物和供車輛及行人往來；

(b) 買方其後須自費保養綠色區域連同構築物及在該等區域之上、之內及之下建造的其他構築物，全面達至署長滿意，直至綠色區域已根據本特別條件第(4)條交還政府管有。

(c) 倘若買方未能在指定時期內履行其在本特別條件(a)條的義務或履行其在本特別條件(b)款的責任，政府可進行必要的工程，費用一概由買方負責，買方須在政府要求時向政府支付相等於該等費用的金額，該金額由署長決定，其決定將作終論及對買方有約束力。

(d) 倘因買方履行其在本特別條件(a)和(b)款的責任或政府行使本特別條件(c)款賦予的權利或其他權利所產生或附帶造成買方或任何其他人士蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何法律責任，而買方不得就上述損失、損害、滋擾或干擾向政府提出任何索償。”

6. 批地文件特別條件第(4)條規定：

“僅為了進行本特別條件第(3)條指定的必要的工程，買方須於本協議訂立日獲授予綠色區域的管有權。綠色區域須於政府要求時交還政府，而在任何情況下，綠色區域須在署長發出一封表示買方已其滿意的方式遵循此等條件的函件的日期被當作已由買方交還政府。買方須於管有綠色區域的所有合理時間，准許所有政府及公共車輛及行人自由進入、通過及經過綠色區域，並確保該項進入的權利不受進行的工程干預或阻礙，不論是按照本批地文件特別條件第(3)條或其他規定進行的工程。”

7. 批地文件特別條件第(5)條規定：

“未經署長事先書面同意，買方不得將綠色區域用作儲存物件或搭建任何臨時構築物，或用作進行本批地文件特別條件第(3)條指明的工程以外之任何用途。”

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批地文件的摘要

8. 批地文件特別條件第(6)條規定：

“(a) 買方須於管有綠色區域期間的所有合理時候：

(i) 准許政府、署長及其官員、承辦商、代理人及獲署長授權的任何人士有權出入、來回及通過該地段及綠色區域，以便視察、檢查及監督遵照本特別條件第(3)(a)及(3)(b)條規定進行的任何工程，和進行、視察、檢查及監督本批地文件特別條件第(3)(c)條規定的工程及任何其他署長認為於綠色區域必要的工程；

(ii) 在政府或相關公用事業公司要求時，准許政府和相關公用事業公司有權出入、來回及通過該地段及綠色區域，旨在綠色區域或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或毗鄰土地或場所提供電話、電力、氣體(如有)及其他設施所需的其他傳導媒介及附帶設備。買方須就以上在綠色區域內進行的任何所述工程的所有相關事宜，與政府及獲其授權的相關公用事業公司充分合作；及

(iii) 在水務監督及獲其授權的人士要求時，准許他們有權出入、來回及通過該地段及綠色區域，以便進行任何有關綠色區域內任何其他水務設施的運作、保養、維修、更換及改動工程。

(b) 倘因政府、署長及其官員、承辦商、代理人及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司行使本權利所引起或附帶造成買方或任何人士蒙受任何損失、損害、滋擾或干擾，政府、署長及其官員、承辦商、代理人及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司概不承擔任何法律責任。”

9. 批地文件特別條件第(7)條規定：

“(a) 買方須於本協議訂立日起18個曆月(或署長可能批准的其他延長期間)內，自費按署長批准的方式、材料、標準、水平及設計，塑造夾附於批地文件的圖則上以黃色顯示的區域(以下簡稱「黃色區域」)，全面達至署長滿意。

(b) 買方須在其後自費保養黃色區域，全面達至署長滿意，直至黃色區域已根據本批地文件特別條件第(8)條交還政府管有。

(c) 如買方未能在指定時期內履行其在本特別條件(a)款的責任或履行其在本特別條件(b)款的責任，政府可進行必要的工程，費用一概由買方負責，買方須在政府要求時向政府支付相等於該等費用的金額，該金額由署長決定，其決定將作終論及對買方有約束力。

(d) 倘因買方履行其在本特別條件(a)和(b)款的責任或政府行使本特別條件(c)款賦予的權利或其他權利所產生或附帶造成買方或任何其他人士蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何法律責任，而買方不得就上述損失、損害、滋擾或干擾向政府提出任何索償。”

10. 批地文件特別條件第(8)條規定：

“僅為了進行拆卸工程和本特別條件第(7)條指定的必要的工程，買方須於本協議訂立日獲授予黃色區域的管有權。黃色區域或其中部分須於政府要求時交還政府，而在任何情況下，黃色區域須在署長發出一封表示買方已其滿意的方式遵循此等條件的函件的日期被當作已由買方交還政府。買方須於管有黃色區域或其中部分的所有合理時間，准許所有政府車輛及行人自由進入、通過及經過黃色區域，並確保該項進入的權利不受拆卸工程和進行的工程干擾或阻礙，不論是按照本批地文件特別條件第(7)條或其他規定進行的工程。”

11. 批地文件特別條件第(9)條規定：

“未經署長事先書面同意，買方不得將黃色區域或其中部分用作儲存物件或搭建任何臨時構築物，或用作進行本批地文件特別條件第(7)條指明的工程以外之任何用途。”

12. 批地文件特別條件第(10)條規定：

“(a) 買方須於管有黃色區域或其中部分期間的所有合理時候：

(i) 准許政府、署長及其官員、承辦商、代理人及獲署長授權的任何人士有權出入、來回及通過該地段及黃色區域或其中部分，以便視察、檢查及監督遵照本批地文件特別條件第(7)(a)及(7)(b)條規定進行的任何工程，和進行、視察、檢查及監督本批地文件特別條件第(7)(c)條規定的工程及任何其他署長認為於黃色區域必要的工程；及

(ii) 在政府或相關公用事業公司要求時，准許政府和相關公用事業公司有權出入、來回及通過該地段及黃色區域或其中部分，旨在黃色區域或其中部分或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或毗鄰土地或場所提供電話、電力、煤氣(如有)及其他設施所需的其他傳導媒介及附帶設備。買方須就以上在黃色區域或其中部分內進行的任何所述工程的所有相關事宜，與政府及獲其授權的相關公用事業公司充分合作。

(b) 倘因政府、署長及其官員、承辦商、代理人及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司行使本權利所引起或附帶造成買方或任何其他人士蒙受任何損失、損害、滋擾或干擾，政府、署長及其官員、承辦商、代理人及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司概不承擔任何法律責任。”

13. 批地文件特別條件第(11)條規定：

“買方須開發該地段，於該地段上興建建築物並於2021年12月31日或之前完工和使其適合佔用，在一切方面符合此等條件及目前或任何時候在香港實施的有關建築、衛生及規劃之一切法例、附例及規例。”

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14. 批地文件特別條件第(12)條規定：

“該地段或其中任何部分或在其上已建或擬建的任何建築物或任何建築物的任何部分不得用作私人住宅用途以外的任何用途。”

15. 批地文件特別條件第(14)條規定：

“(a) 未經署長的事先書面同意，不得在夾附於批地文件的圖則上以粉紅色間黑斜線顯示該地段部分的地面層(以下統稱「空氣敏感區」)之上、上面或上方搭建或建造或安置任何建築物或構築物或任何建築物或構築物的支撐物或伸出物，除了

(i) 邊界牆或圍牆或兩者；及

(ii) 按本批地文件特別條件第(19)條提供的園景工程。

(b) 就本特別條件(a)款而言，署長就何謂空氣敏感區所作的決定將作終論及對買方有約束力。”

16. 批地文件特別條件第(15)條規定：

“(a) 買方須在本協議訂立日起的6個曆月內(或署長批准的其他延展期內)自費遞交或安排他人遞交一份空氣流通評估(以下簡稱「空氣流通評估」)給規劃署署長書面審批，全面達至規劃署署長滿意。上述空氣流通評估須載有規劃署署長要求的資料及詳情，包括但不限於開發該地段可能對行人風場環境的潛在影響和對實施緩解措施、改善工程及其他措施及工程的建議(以下統稱「空氣流通措施」)。

(b) 買方須在規劃署署長指定的期限內自費進行及實施於空氣流通評估內提出並經規劃署署長批准的空氣流通措施(以下簡稱「經批准空氣流通措施」)，全面達至規劃署署長滿意。

(c) 在規劃署署長沒有書面批准空氣流通評估之前，不得於該地段或其中任何部分展開建築工程(土地勘察及拆卸工程除外)。

(d) 為免存疑和在不影響批地文件一般條件第5條的一般適用範圍下，買方特此明文確認及同意其須獨自負責自費進行及實施經批准空氣流通措施，全面達至規劃署署長滿意。倘因買方履行本特別條件或其他條件的責任所產生或附帶造成買方蒙受任何費用、損害或損失，政府及其官員概不承擔任何責任、義務或法律責任，而買方不得就上述費用、損害或損失向政府及其官員提出任何索償。”

17. 批地文件特別條件第(17)條規定：

“(a) 經署長書面批准，買方可於該地段內興建、建築及提供康樂設施及其輔助設施(以下簡稱「該等設施」)。該等設施的類型、面積、設計、高度及布局亦須經署長的預先書面批准。

(b) 在計算本批地文件特別條件第(13)(c)條指定的總樓面面積時，在受限於本批地文件特別條件第(49)(d)條規定下，根據本特別條件(a)款於該地段內提供的設施之任何部分，只要是供於該地段已建或擬建的住宅大廈的所有住戶及其真誠訪客共同使用與享用就不列入上述計算，而該等設施的餘下部分若署長認為不屬於上述使用，則須列入計算。

(c) 倘若該等設施任何部分被豁免列入計算本特別條件(b)款的總樓面面積(以下簡稱「獲豁免設施」)：

(i) 獲豁免設施須指定為並構成本批地文件特別條件第(25)(a)(v)條提及的公用地方；

(ii) 買方須自費保養獲豁免設施處於修繕妥當的狀態並操作獲豁免設施，達至署長滿意；及

(iii) 獲豁免設施僅供該地段上已建或擬建的住宅大廈的住戶及其真誠訪客使用，並非供其他人士使用。”

18. 批地文件特別條件第(18)條規定：

“未經署長事先書面同意，不得移除或干擾該地段或鄰近範圍內生長的樹木。署長可在發出書面同意時，對於樹木進行移植、補償性景觀美化或再植工程，附加他認為合適的條件。”

19. 批地文件特別條件第(19)條規定：

“(a) 買方須自費向署長遞交園景設計總圖，表明擬遵照本特別條件(b)款規定於該地段提供園景工程的位置、布局及規劃以取得批准。

(b) (i) 該地段須有不少於20%面積種植樹木、灌叢或其他植物。

(ii) 本特別條件(b)(i)款所載的20%面積中，須有不少於50%(以下簡稱「綠化範圍」)設於署長全權酌情決定的位置或樓層，以確保綠化範圍在行人視線之內或可供進入該地段的任何人士通行。

(iii) 署長就買方所建議園景工程是否如本特別條件(b)(i)款所述20%面積所作的決定將作終論及對買方有約束力。

(iv) 署長可全權酌情接納買方建議取代種植樹木、灌叢或其他植物的其他非種植綠化裝飾。

(c) 買方須按照經批准園景設計總圖，自費於該地段進行園景工程，全面達至署長滿意，如非事前經署長書面同意，不得對經批准的園景設計總圖作任何修改、更改、改動、改變或取代。

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- (d) 買方其後須自費保養和維護園景工程，以維持其安全、清潔、整齊、整潔及健康狀態，全面達致署長滿意。
- (e) 根據本特別條件進行園景工程的範圍須被指定為並且組成本批地文件特別條件第(25)(a)(v)條所載的公用地方的一部份。”

20. 批地文件特別條件第(20)(a)條規定：

“該地段內可提供看更或管理員或兩者的辦事處，惟須遵從以下條件：

- (i) 署長認為上述場所是安全、保安及妥善管理於該地段已建或擬建的建築物的基本需要；
- (ii) 上述場所不得用作該地段內長期及必要聘用的看更或管理員或兩者的辦事處以外的任何用途；及
- (iii) 上述場所的位置須首先經署長書面批准。

就本(a)款而言，辦事處不可設於該地段任何擬供作或改建作單一家庭住所的建築物內。署長就建築物是否構成或擬供作或改建作單一家庭住所作出的決定將作終論及對買方有約束力。”

21. 批地文件特別條件第(21)(a)條規定：

“該地段內可提供看更或管理員或兩者的宿舍，惟須遵從以下條件：

- (i) 上述宿舍須設於該地段一座已建住宅單位大廈之內或署長書面批准的其他位置；及
- (ii) 上述宿舍不得用作該地段內長期及必要聘用的看更或管理員或兩者的宿舍以外的任何用途。

就本(a)款而言，宿舍不可設於該地段任何擬供作或改建作單一家庭住所的建築物內。署長就建築物是否構成或擬供作或改建作單一家庭住所作出的決定將作終論及對買方有約束力。”

22. 批地文件特別條件第(22)(a)條規定：

“該地段內可提供一個辦事處供業主立案法團或業主委員會使用，惟須遵從以下條件：

- (i) 該辦事處不得用作該地段和其上已建或擬建的大廈已成立或擬成立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；及
- (ii) 上述辦事處的位置須首先經署長書面批准。”

23. 批地文件特別條件第(23)條規定：

“不得於該地段上建造根據《建築物條例(新界適用)條例》、其任何附屬規例及任何相關修訂法例而獲《建築物條例》、其任何附屬規例及任何相關修訂法例豁免的一類建築物。”

24. 批地文件特別條件第(27)條規定：

“未經署長的事先書面同意，買方不得分隔(不論是通過轉讓或其他方式變賣或通過其他途徑)該地段或其中任何部分或署長根據本特別條件事先同意已分隔的任何區域。如該地段於獲得上述同意後被分隔，本特別條件第(25)條適用於每一段因此被分隔的區域，上述特別條件所指的「該地段」被相關區域取代。”

25. 批地文件特別條件第(28)條規定：

“(a) (i) 該地段內須提供達至署長滿意的停車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何相關修訂法例持牌，及屬於已建或將會建於該地段的一座或多座建築物的住戶及其真誠賓客、訪客或獲邀者的車輛(以下簡稱「住宅停車位」)，配置比例如下：

- (I) 如該地段範圍內建有一座或多座住宅單位大廈(擬供單一家庭作住所的一座或多座獨立屋、半獨立屋或排屋除外)，除署長同意有別於下表所列的其他配置比例外，須根據下表所列已建或將會建於該地段各住宅單位的大小計算：

每個住宅單位的大小	擬提供住宅停車位數額
少於40平方米	每15.91個住宅單位或不足此數1個停車位
不少於40平方米 不少於70平方米	每9.09個住宅單位或不足此數1個停車位
不少於70平方米 不少於100平方米	每3.03個住宅單位或不足此數1個停車位
不少於100平方米 但少於130平方米	每1.16個住宅單位或不足此數1個停車位
不少於130平方米 但少於160平方米	每0.85個住宅單位或不足此數1個停車位
不少於160平方米	每0.67個住宅單位1個停車位

- (II) 如該地段範圍內現已提供或擬供單一家庭作住所的一座或多座獨立屋、半獨立屋或排屋，配置比例如下：

(A) 每座總樓面面積為少於160平方米的房屋配置1個停車位；

(B) 每座總樓面面積為不少於160平方米但少於220平方米的房屋配置1.5個停車位。如須根據本第(a)(i)(II)(B)款配置的停車位數目為小數位數，則上調至下一個整數；及

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- (C) 每座總樓面面積為不少於220平方米的房屋配置2個停車位。

就本(a)(i)款而言，署長就何謂獨立屋、半獨立屋或排屋和每座此等房屋是否構成或擬供單一家庭作住所作出的決定將作終論及對買方有約束力。

- (ii) 就本特別條款(a)(i)(I)款而言，根據本特別條件(a)(i)(I)款提供的住宅停車位總數須為根據本特別條件(a)(i)(I)款中列表所載每個住宅單位的大小分別計算的住宅停車位的分別數額之總和，以及就此等條件而言，關於總樓面面積的「每個住宅單位的大小」一詞指以下(I)與(II)之和：

- (I) 每個由其住戶享用的住宅單位之總樓面面積，由該單位圍牆或矮牆外側開始量度，除非該圍牆分隔兩個毗連單位，於此等情況下須由該牆中心點開始量度，並要一併量度單位內的內部間隔牆及支柱。但為免生疑問，不得包括該單位內沒有列入計算本批地文件特別條件(13)(c)條訂明的總樓面面積的所有樓面面積；及

- (II) 個別住宅單位按比例分攤的住宅公用地方(按下文定義)的總樓面面積，即計算每個住宅單位圍牆以外供已建或將會建於該地段的一座或多座建築物的住戶公用與共享的住宅公用地方之總樓面面積，但為免生疑問，不得包括沒有列入計算本批地文件特別條件(13)(c)條訂明的總樓面面積的所有樓面面積(該住宅公用地方以下簡稱「住宅公用地方」)，然後依照下列公式按比例分攤予每個住宅單位：

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

- (iii) 該地段內須按照下列比例額外設置達至署長滿意的停車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何相關修訂法例持牌，並屬於已建或將會建於該地段的一座或多座建築物住戶之真誠賓客、訪客或獲邀者的車輛。比例為於該地段已建或將會建的每一座包含超過75個住宅單位的住宅單位大廈配置5個車位，或署長批准的其他比例，惟每座住宅單位大廈須配置最少兩個停車位，就本特別條件(a)(iii)款而言，擬供單一家庭作住所的獨立屋、半獨立屋或排屋不得被視為一座住宅單位大廈。署長就何謂獨立屋、半獨立屋或排屋及此等房屋是否構成或擬供單一家庭作住所作出的決定將作終論及對買方有約束力。

- (iv) 根據本特別條件(a)(i)(I)和(a)(iii)款(可根據本批地文件特別條件第(30)條規定分別更改)和本特別條件第(a)(i)(II)款提供的停車位除用作本特別條件分別訂明的用途外，不得用作任何其他用途，尤其不得用作存放、陳列或展覽汽車作出售或其他用途或提供洗車和汽車美容服務。

- (b) (i) 買方須遵照建築事務監督的要求及批准，在根據本特別條件(a)(i)(I)和(a)(iii)款(可根據本批地文件特別條件第(30)條規定更改)設置的停車位中，預留及指定部份停車位供根據《道路交通條例》、其任何附屬規例和任何相關修訂法例定義的傷殘人士停泊車輛(此等預留及指定的車位以下簡稱「傷殘人士停車位」)。根據本特別條件(a)(iii)款(可根據本批地文件特別條件第(30)條規定更改)設置的停車位須預留及指定最少一個傷殘人士停車位。惟買方不得將所有根據本特別條件第(a)(iii)款(可根據本批地文件特別條件第(30)條規定更改)設置的停車位預留或劃為傷殘人士停車位。

- (ii) 傷殘人士停車位須設在署長書面批准的位置及樓層。

- (iii) 傷殘人士停車位除供《道路交通條例》、其任何附屬規例和任何相關修訂法例界定釋義的傷殘人士停泊屬於已建或將會建於該地段的一座或多座建築物之住戶及其真誠賓客、訪客或獲邀者的車輛外，不得用作任何其他用途，尤其不得用作存放、陳列或展覽汽車作出售或其他用途或提供洗車和汽車美容服務。

- (c) (i) 該地段內須按照下列比例設置達至署長滿意的停車位，以供停泊根據《道路交通條例》、其任何附屬規例和任何相關修訂法例持牌，並屬於已建或將會建於該地段的一座或多座建築物之住戶及其真誠賓客、訪客或獲邀者的電單車(以下簡稱「電單車停車位」)。比例為該地段已建或將會建於每100個住宅單位或不足此數配置一個停車位，或署長批准的其他比例。就本特別條件(c)(i)款而言，擬供單一家庭作住所的獨立屋、半獨立屋或排屋不得被視為一個住宅單位。署長就何謂獨立屋、半獨立屋或排屋和此等房屋是否構成或擬供單一家庭作住所作出的決定將作終論及對買方有約束力。

- (ii) 電單車停車位(可根據本批地文件特別條件第(30)條規定更改)除用作本特別條件(c)(i)款訂明的用途外，不得用作任何其他用途，尤其不得用作存放、陳列或展覽汽車作出售或其他用途或提供洗車和汽車美容服務。

- (d) 該地段內須按照每15個樓面面積不少於70平方米的住宅單位或不足此數配置一個車位的比例或署長批准的其他比例設置達至署長滿意的車位，以供停泊屬於已建或將會建於該地段的一座或多座建築物之住戶及其真誠賓客、訪客或獲邀者的單車。就本特別條件而言，擬供單一家庭作住所的獨立屋、半獨立屋或排屋不得被視為一個住宅單位。署長就何謂獨立屋、半獨立屋或排屋和此等房屋是否構成或擬供單一家庭作住所作出的決定將作終論及對買方有約束力。

- (e) (i) 除傷殘人士停車位外，每個根據本特別條件(a)(i)(I)及(a)(iii)款(可根據本批地文件特別條件第(30)條規定更改)及根據本特別條件(a)(i)(II)款提供的停車位必須為2.5米闊及5.0米長，最低淨空高度為2.4米。

- (ii) 每個傷殘人士停車位的尺寸必須由建築事務監督要求及批准。

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(iii) 每個電單車停車位(可根據本批地文件特別條件第(30)條規定更改)必須為1.0米闊及2.4米長，最低淨空高度為2.4米或署長批准的其他最低淨空高度。

(iv) 根據本特別條件(d)款提供的每一1個車位須為署長書面批准的尺寸。”

26. 批地文件特別條件第(29)條規定：

“(a) 該地段須設有達至署長滿意的停車位供貨車裝卸貨物。比例為已建或將會建於該地段的一座或多座建築物每800個住宅單位或不足此數配置一個停車位，或署長批准的其他比例，惟已建或將會建於該地段的每座住宅單位大廈最少須設置一個上落貨車位，此等上落貨車位須設於每座住宅單位大廈範圍內或毗鄰該處。就本特別條件(a)款而言，擬供單一家庭作住所的獨立屋、半獨立屋或排屋不得被視為一座住宅單位大廈。署長就何謂獨立屋、半獨立屋或排屋和此等房屋是否構成或擬供單一家庭作住所作出的決定將作終論及對買方有約束力。

(b) 每個根據本特別條件(a)款提供的停車位須為3.5米闊及11.0米長，最低淨空高度為4.7米。此等車位除供已建或將會建於該地段的一座或多座建築物相關的貨車上落貨外，不可用作任何其他用途。”

27. 批地文件特別條件第(30)條規定：

“(a) 儘管本批地文件特別條件第(28)(a)(i)(I)、(28)(a)(iii)及(28)(c)(i)條另有規定，買方仍可增加或減少按該等特別條件要求提供的停車位數目不超過百分之五，惟因此增加或減少的停車位總數不得超過50個。

(b) 除本特別條件(a)款規定外，買方可增加或減少按本批地文件特別條件第(28)(a)(i)(I)和(28)(a)(iii)條要求提供的停車位數目(不包括根據本特別條件(a)款計算的停車位)不超過百分之五。”

28. 批地文件特別條件第(32)條規定：

“(a) 儘管此等條件已按達至署長滿意的方式被全面履行和遵守，住宅停車位及電單車停車位不得被：

(i) 轉讓，除非：

(I) 連同賦予專屬權使用及管有已建或將會建於該地段的一座或多座建築物之一個或多個住宅單位的不分割份數一併轉讓；或

(II) 承讓人現時已擁有具專屬權使用及管有已建或將會建於該地段的一座或多座建築物之一個或多個住宅單位的不分割份數；或

(ii) 分租(除非租予已建或將會建於該地段的一座或多座建築物內之住宅單位的住戶)。

惟於任何情況下，不得轉讓多過總共三個住宅停車位及電單車停車位予已建或將會建於該地段的一座或多座建築物內之任何一個住宅單位的業主或分租予任何一個住宅單位的住戶。

(b) 即使本特別條件(a)款另有規定，買方可於經署長事先書面同意後整體轉讓所有住宅停車位及電單車停車位僅給買方全資擁有的附屬公司。

(c) 本特別條件(a)款不適用於轉讓、分租、按揭或抵押整個地段。

(d) 本特別條件(a)和(b)款不適用於傷殘人士停車位。”

29. 批地文件特別條件第(33)條規定：

“按本批地文件特別條件第(28)(a)(iii)條(可根據本特別條件第(30)條規定更改)於該地段內設置的停車位、傷殘人士停車位及按本特別條件第(28)(d)和(29)(a)條設置的停車位須被指定為及構成公用地方。”

30. 批地文件特別條件第(34)條規定：

“經署長批准顯示按本批地文件特別條件第(28)條(可根據本批地文件特別條件第(30)條規定更改)和第(29)條在該地段內設置的一切停車位、上落貨停車位布局的一份圖則或認可人士(按《建築物條例》、其任何附屬規例和任何相關修訂法例定義)核實該圖則的一份副本須遞交署長存檔。於交妥圖則之前不得對該地段或其中任何部分或於該地段上已建或將會建的任何建築物或其部分進行交易(根據本批地文件特別條件第(24)(c)條規定所訂的租約或租契或該租約或租契的協議和根據本批地文件特別條件第(24)(d)條規定所訂的建築按揭或署長可按批准的其他交易除外)。上述經批准的圖則顯示的停車位、上落貨停車位只能用作本批地文件特別條件第(28)和(29)條分別列明的用途。買方須按上述經批准圖則保養停車位、上落貨停車位及其他區域，包括但不限於升降機、梯台、調度區及迴旋處，未經署長的事先書面同意，不得更改其布局。除了上述經批准圖則顯示的停車位外，不得使用該地段任何部分或其上的任何建築物或構築物作停車用途。”

31. 批地文件特別條件第(36)條規定：

“未經署長的事先書面同意，買方不得分割、排除或退讓該地段毗鄰或毗連的政府土地或在政府土地上進行堆積、填土或任何類型的斜坡整理工程。署長可在符合他認為合適的條款及條件的規定下全權酌情給予買方該同意，包括在支付署長決定的地價後授予買方額外的政府土地作為該地段的延伸段。”

32. 批地文件特別條件第(37)條規定：

“(a) 如果任何土地有或已經被分割、排除或退讓或堆積或填土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

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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件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整理工程、護土牆或其他支撐物、保護物、排水或輔助工程或今後任何時間成為必要的其他工程，以便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。買方須在批地文件的整個批租期內自費保養該土地、斜坡整理工程、護土牆或其他支撐物、保護物、排水或輔助工程或其他工程處於修繕妥當的狀況，達至署長滿意。

(b) 本特別條件(a)款無損政府在此等條件下的權利，特別是本批地文件特別條件第(36)條的權利。

(c) 倘若因為任何塑造、平整、開發或買方進行的其他工程或任何其他原因造成任何時候導致或引起任何塌方、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的政府土地或出租土地，買方須自費進行修復及彌補，達至署長滿意並對上述塌方、山泥傾瀉或地陷造成政府、其代理人及承辦商承受、遭受或產生的一切費用、收費、損害賠償、要求及索償作出彌償。

(d) 除了因違反此等條件的任何一條所規定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、斜坡整理工程、護土牆或其他支撐物、保護物及排水或輔助工程或其他工程，或修復及彌補任何塌方、山泥傾瀉或地陷。如果買方疏忽或未能在通知指定期間內執行該通知要求，達至署長滿意，署長可立即執行及進行任何必要的工程，而買方須在要求時償還政府因此而產生的費用，連同任何行政費或專業費用及開支。”

33. 批地文件特別條件第(38)條規定：

“未經署長預先書面同意，不准於該地段內使用碎石機。”

34. 批地文件特別條件第(39)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錨，買方須在預應力地錨的服務年限期間定期保養及檢查預應力地錨，達至署長滿意，並在署長不時全權酌情要求時提供上述檢驗工程的報告及資料予署長。如果買方疏忽或未能進行署長要求的檢驗工程，署長可立即執行及進行該檢驗工程。買方須在要求時償還政府因此產生的費用。”

35. 批地文件特別條件第(40)條規定：

“(a) 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、泥石、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、前濱或海床、污水渠、雨水渠、排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。

(b) 即使本特別條件(a)款另有規定，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。買方須在要求時支付因此產生的費用。”

36. 批地文件特別條件第(41)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(以下簡稱「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，以避免對該地段、綠色區域、黃色區域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「服務設施」)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，確定任何服務設施的現況及位置水平，並提交處理任何可能會受工程影響的任何服務設施的建議書予署長對其一切方面審批。買方不得在取得署長對上述工程及建議作出的書面批准前進行該等工程。買方須履行署長對服務設施的任何要求及自費承擔以符合該等要求的支出，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、綠色區域、黃色區域或其中部分或該等服務設施造成的任何損壞、干擾或阻塞(明渠、污水渠、雨水渠、排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)，達至署長滿意。如果買方未能對該地段、綠色區域、黃色區域或其中部分或該等服務設施進行上述必要的改道、重鋪、維修、彌補及修復工程，達至署長滿意，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。”

37. 批地文件特別條件第(42)條規定：

“(a) 買方須自費於該地段邊界內或政府土地內建造及保養署長認為必要的排水渠及渠道，達至署長滿意，以便截取及引導降落在或流入該地段的一切暴雨水或雨水到最接近的河道、集水井、渠道或政府雨水渠。買方須獨自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、索償及要求承擔法律責任，並須就此向政府及其官員作出彌償。

(b) 署長可進行連接該地段的任何排水渠和污水渠至已鋪設及啟用的政府雨水渠、排水渠及污水渠的工程，但署長毋須就因此產生的任何損失或損害對買方承擔法律責任，及買方須在政府要求時向政府支付上述連接工程的費用。此外，買方亦可以達至署長滿意的方式自費進行該等連接工程。於該種情況下，如上述連接工程的任何一段是在政府土地內建造的，買方須自費保養該段，以及在政府要求時移交該段給政府，由政府出資負責今後的保養。買方亦須在政府要求時向政府支付有關上述連接工程的技術檢查之費用。如買方未能保養任何一段在政府土地內建造的上述連接工程，署長可進行他認為必要的保養工程，而買方須在政府要求時向政府支付該等工程的費用。”

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38. 批地文件特別條件第(43)條規定：

- “(a) 買方須在本協議訂立日起的6個曆月內(或署長批准的其他延展期內)自費以全面達至署長滿意的方式遞交或安排他人遞交一份開發該地段的噪音影響評估(以下簡稱「噪音影響評估」)給署長書面審批。上述噪音影響評估須列明署長可要求的資料及詳情，包括但不限於開發該地段產生的一切不利噪音影響和適當的噪音緩解措施的建議書(以下簡稱「噪音緩解措施」)。
- (b) 買方須在署長指定的期限內自費進行及實施在噪音影響評估內建議並經署長批准的噪音緩解措施(以下簡稱「經批准噪音緩解措施」)，全面達至署長滿意。
- (c) 在署長未書面批准噪音影響評估之前，不得於該地段或其中任何部分展開建築工程(地盤平整工程、土地勘察及拆卸工程除外)。
- (d) 倘因買方履行本特別條件或其他條件的義務所產生或附帶造成買方蒙受任何費用、損害或損失，政府及其官員概不承擔任何責任、義務或法律責任，而買方不得就上述費用、損害或損失向政府及其官員提出任何索償。”

39. 批地文件特別條件第(44)條規定：

“倘若經批准噪音緩解措施包括於該地段上興建或建造伸展超出該地段的邊界及在毗連政府土地任何部分上面或上方的隔音屏障(以下簡稱「隔音屏障」)，下列條件適用：

- (a) 買方須按建築事務監督批准的圖則自費設計、興建及建造隔音屏障，在一切方面符合《建築物條例》、其任何附屬規例及任何相關修訂法例；
- (b) 不得於該地段毗連的政府土地之上、上方或之下搭建噪音屏障的地基及支撐物；
- (c) 未經署長的預先書面批准，不得在隔音屏障或其中任何部分之處或之上作出或固定任何改動、增建、更換或連接；
- (d) 買方須在任何時候自費維護、保養及維修隔音屏障或(如署長批准)其更換物處於修繕妥當的狀態，全面達至署長滿意。如根據本(d)款進行任何工程需要臨時封閉交通或改道，買方須取得運輸署署長對臨時交通安排的書面同意，才能展開任何工程；
- (e) 隔音屏障不得用作隔音屏障以外的任何用途。未經署長的預先書面同意，買方不得使用或容許他人使用隔音屏障或其中任何部分張貼廣告或展示任何標誌、通告或海報；
- (f) 如獲署長的預先書面批准，買方、其承辦商、工人或買方授權的任何其他人士可連同或不連同工具、設備、裝置、機器或車輛進入該地段毗連的政府土地，旨在根據本特別條件進行興建、建造、視察、維修、保養、清潔、翻新及更換伸展到政府土地上的隔音屏障之部分；

- (g) 倘因買方進入或進行本特別條件(f)款提及的工程所產生或附帶造成買方或任何其他人士蒙受的任何損失、損害、滋擾或干擾，政府概不承擔任何責任或法律責任，而買方不得就上述損失、損害、滋擾或干擾向政府提出任何索償；

- (h) 買方須在任何時候採取必要的預防措施，防止因為興建、建造、維修、保養、改動、使用、拆卸或移除隔音屏障對該地段毗鄰的政府土地及隔音屏障或進入或使用該地段毗連的政府土地及隔音屏障的任何人士或車輛造成任何損害或損傷；

- (i) 署長在任何時候有絕對酌情權向買方送達一封書面通知，要求買方在收到該書面通知後，在通知日起計6個曆月內拆卸與移除隔音屏障伸展到政府土地上面的部分。買方須在上述書面通知指定的時間內自費拆卸及移除上述隔音屏障部分，全面達至署長滿意；

- (j) 倘若買方沒有履行本特別條件規定的責任，署長可進行必要的工程，而買方須在署長要求時向署長支付上述工程的費用；

- (k) 買方須允許署長、其官員、承辦商、工人或署長授權的任何其他人士在任何時候帶上或不帶工具、設備、裝置、機器或車輛自由及不受阻礙出入及來回該地段或其中任何部分或在其上已建或將會建的任何建築物，旨在視察、檢查及監督根據本特別條件(a)、(d)及(i)款進行的任何工程和進行本特別條件(j)款要求的任何工程或署長認為必要的任何其他工程；

- (l) 倘因買方履行根據本特別條件所規定的義務、署長行使本特別條件(k)款的進入權或署長根據本特別條件(j)款進行的任何工程而產生或附帶造成買方或任何其他人士蒙受任何損失、損害、滋擾或干擾，政府或署長概不承擔任何責任或法律責任，而買方不得就上述損失、損害、滋擾或干擾向政府或署長或其授權的官員提出任何索償或獲得任何賠償；及

- (m) 買方須在任何時候對興建、建造、展示、維修、保養、改動、使用、拆卸或移除隔音屏障或有關進行本特別條件(j)款規定的工程不論直接或間接造成或有關的一切法律責任、索償、費用、要求、法律行動及法律程序彌償政府、署長及其官員、承辦商、代理人、工人及署長按本特別條件(k)款授權的人士並保證他們獲得彌償。”

40. 批地文件特別條件第(45)條規定：

- “(a) 買方須在本協議之日起的6個曆月內(或署長可批准的其他時期內)自費遞交或安排他人遞交一份排污影響評估(以下簡稱「排污影響評估」)給環境保護署署長書面審批，全面達至環境保護署署長滿意。上述排污影響評估其中須載有環境保護署署長要求的資料及詳情，包括但不限於開發該地段可能產生一切不利的排污影響、來自同一流域中所有其他計劃和承諾開發的污水及對實施緩解措施、改善工程及其他措施及工程的建議。

- (b) 買方須在環境保護署署長指定的期限內自費進行及實施經環境保護署署長批准的排污影響評估內的建議，全面達至環境保護署署長滿意。

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(c) 排污影響評估的技術處理須由特許土木工程師或香港工程師學會的土木工程專家進行。

(d) 未經環境保護署署長書面批准排污影響評估，不得於該地段或其中任何部分展開建築工程(土地勘察及拆卸工程除外)。

(e) 為免生疑問及在不影響本批地文件一般條件第5條的一般適用範圍下，買方特此明文確認及同意他須獨自負責自費進行及實施經環境保護署署長批准的排污影響評估內的建議，全面達至環境保護署署長滿意。倘因買方履行本特別條件或其他條件的責任而產生或附帶造成買方蒙受任何費用、損害或損失，政府及其官員概不承擔任何責任、義務或法律責任，而買方不得就上述費用、損害或損失向政府或其官員提出任何索償。”

41. 批地文件特別條件第(46)條規定：

“(a) 買方須在本協議之日起的6個曆月內(或署長可批准的其他時期內)自費遞交或安排他人遞交一份排水影響評估(以下簡稱「排水影響評估」)給渠務署署長書面審批，全面達至渠務署署長滿意。上述排水影響評估其中須載有渠務署署長要求的資料及詳情，包括但不限於開發該地段可能產生一切不利的排水影響、及對實施緩解措施、改善工程及其他措施及工程的建議。

(b) 買方須在渠務署署長指定的期限內自費進行及實施經渠務署署長批准的排水影響評估內的建議，全面達至渠務署署長滿意。

(c) 排水影響評估的技術處理須由特許土木工程師或香港工程師學會的土木工程專家進行。

(d) 未經渠務署署長沒有書面批准排水影響評估，不得於該地段或其中任何部分展開建築工程(土地勘察及拆卸工程除外)。

(e) 為免生疑問及在不影響本批地文件一般條件第5條的一般適用範圍下，買方特此明文確認及同意他須獨自負責自費進行及實施經渠務署署長批准的排水影響評估內的建議，全面達至渠務署署長滿意。倘因買方履行本特別條件或其他條件的責任所產生或附帶造成買方蒙受任何費用、損害或損失，政府及其官員概不承擔任何責任、義務或法律責任，而買方不得就上述費用、損害或損失向政府或其官員提出任何索償。”

42. 批地文件特別條件第(47)條規定：

“(a) 在不影響本批地文件一般條件第5條的一般適用範圍下，買方特此確認該地段靠近海岸線，以及因此可能受到潮汐和海浪影響。

(b) 買方須在土木工程拓展署署長指定的期限內按土木工程拓展署印發的海港工程設計手冊和土木工程拓展署署長全權酌情施加的任何要求，於該地段內自費設計、興建、建造及提供海堤及海事構築物，全面達至土木工程拓展署署長滿意，以保護該

地段免受潮汐和波浪的影響。買方須在今後任何時間自費保養海堤及海事構築物，全面達至土木工程拓展署署長滿意。就本(b)款而言，土木工程拓展署署長就何謂海堤及海事構築物所作出的決定將作終論及對買方有約束力。

(c) 買方特此明文確認、接受及同意，不論是為了保護該地段免受因為該地段靠近海岸線或因為任何潮汐和海浪的影響所蒙受的任何損失或損壞或補救該地段所產生或有關的一切額外成本、收費、費用及開支一律由買方獨自承擔。對於買方，他的繼承人或受讓人的上述成本、收費、費用及開支，政府概不承擔任何法律責任。

(d) 買方代表他自己、其繼承人及受讓人明文免除因為該地段靠近海岸線或受任何潮汐和海浪的影響而可能針對政府的任何及一切索償，並解除政府因為該地段靠近海岸線或受任何潮汐和海浪的影響的任何及一切法律責任。買方代表他自己、其繼承人及受讓人作出承諾，未來他們不會就有關該地段靠近海岸線或受任何潮汐和海浪的影響，不論該影響如何產生及是否合理地可預見向政府提出司法程序或要求或索償。該地段或其中任何部分或其中任何權益的一切轉讓必須受制於(特別是)本(d)款。”

43. 批地文件特別條件第(50)條規定：

“不得在該地段搭建或製作墳墓或骨灰龕，亦不得在其內或其上用陶罐、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。”

註：請參閱批地文件以了解全部詳情。全份批地文件已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費用後獲取副本。

就「批地文件的摘要」一節而言，「買方」指批地文件內的買方，在上下文義允許或要求之下包括其繼承人及受讓人；「政府」指香港特別行政區政府；「署長」指地政總署署長；「香港」指香港特別行政區；「此等條件」指及包括批地文件的一般條件及特別條件。

17 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

A. Facilities that are required under the Land Grant to be constructed and provided for the Government, or for public use

1. The Green Area as referred to in Special Condition No. (3)(a)(i) of the Land Grant, the Yellow Area as referred to in Special Condition No. (7)(a) of the Land Grant, the Structures as referred to in Special Condition No. (3)(a)(ii) of the Land Grant.
2. The general public has the right to use the Green Area, the Yellow Area, the Structures, in accordance with the Land Grant.
3. Provisions of the Land Grant:

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

“(a) The Purchaser shall within 18 calendar months from the date of this Agreement (or such other extended period 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, form, surface and drain that portion of future public road shown coloured green on the plan 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.

(b) The Purchaser shall thereafter at his own expense maintain the Green Area together with the Structures and any other structures erected thereon in all respects to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered up in accordance with Special Condition No. (4) hereof.

(c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein or the non-fulfilment of the Purchaser's obligations under sub-clause (b)

of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.

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

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

“For the purpose only of carrying out the necessary works specified in Special Condition No. (3) hereof, the Purchaser 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 Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser 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. (3) hereof or otherwise.”

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

“The Purchaser 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. (3) hereof.”

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

“(a) The Purchaser shall at all reasonable times while he is in the possession of the Green Area:

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

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, 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 Conditions Nos. (3) (a) and (3)(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (3) (c) hereof and any other works which the Director may consider necessary in the Green Area;
 - (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
 - (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition."
- (e) Special Condition No. (7) of the Land Grant stipulates that:-
- "(a) The Purchaser shall within 18 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels and design as the Director shall approve and in all respects to the satisfaction of the Director form the area shown coloured yellow on the plan annexed hereto (hereinafter referred to as "the Yellow Area").
- (b) The Purchaser shall thereafter at his own expense maintain the Yellow Area in all respects to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered up in accordance with Special Condition No. (8) hereof.
- (c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein or the non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.
- (d) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clauses (a) and (b) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance."
- (f) Special Condition No. (8) of the Land Grant stipulates that:-
- "For the purpose only of carrying out the Demolition Works and the necessary works specified in Special Condition No. (7) hereof, the Purchaser shall on date of this Agreement be granted possession of the Yellow Area. The Yellow Area or any part or parts thereof shall be re-delivered to the Government on demand and in any event the Yellow Area shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions

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have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof allow free access over and along the Yellow Area for all Government vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the Demolition Works and the works whether under Special Condition No. (7) hereof or otherwise."

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

"The Purchaser shall not without the prior written consent of the Director use the Yellow Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the Demolition Works and the works specified in Special Condition No. (7) hereof."

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

"(a) The Purchaser shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof:

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Conditions Nos. (7)(a) and (7) (b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (7)(c) hereof and any other works which the Director may consider necessary in the Yellow Area; and
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises,

and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area or any part or parts thereof.

- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition."

- (i) Special Condition No. (41) of the Land Grant stipulates 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 (hereinafter referred to as "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, the Green Area, the Yellow Area or any part of any of them (hereinafter collectively referred to as "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, the Green Area, the Yellow Area or any part of any of them 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

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such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Area, the Yellow Area or any part of any of them 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."

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. Size of 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.

E. A plan that shows the location of those facilities and open spaces, and those parts of the land referred to in A, B, C and D above

The plan annexed to the Land Grant is reproduced/prepared at the end of this section.

F. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land referred to in A, B, C and D above

1. Clause 1.1 of the draft Deed of Mutual Covenant and Management Agreement in respect of the Development ("Deed of Mutual Covenant") stipulates that:-

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

"**Green Area**" means "the Green Area" as defined in Special Condition No. (3)(a)(i) of the Government Grant;

"**Green Area Structures**" means "the Structures" as defined in Special Condition No. (3)(a)(ii) of the Government Grant;

"**Yellow Area**" means "the Yellow Area" as referred to in Special Condition No. (7)(a) of the Government Grant."

2. Clause 4.6 of Section IV of the draft Deed of Mutual Covenant stipulates that:-

"The annual budget shall cover the Management Expenses for the Common Areas and Facilities including, without prejudice to the generality of the foregoing:-

...

- (o) the cost of repairing, maintaining and managing the Green Area, the Green Area Structures and the Yellow Area under this Deed and/or pursuant to Special Conditions Nos. (3)(b) and (7)(b) of the Government Grant until the Green Area, the Green Area Structures and the Yellow Area shall have been re-delivered to the Government pursuant to the Government Grant."

3. Clause 5.2 of Section V of the draft Deed of Mutual Covenant stipulates that:-

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

.....

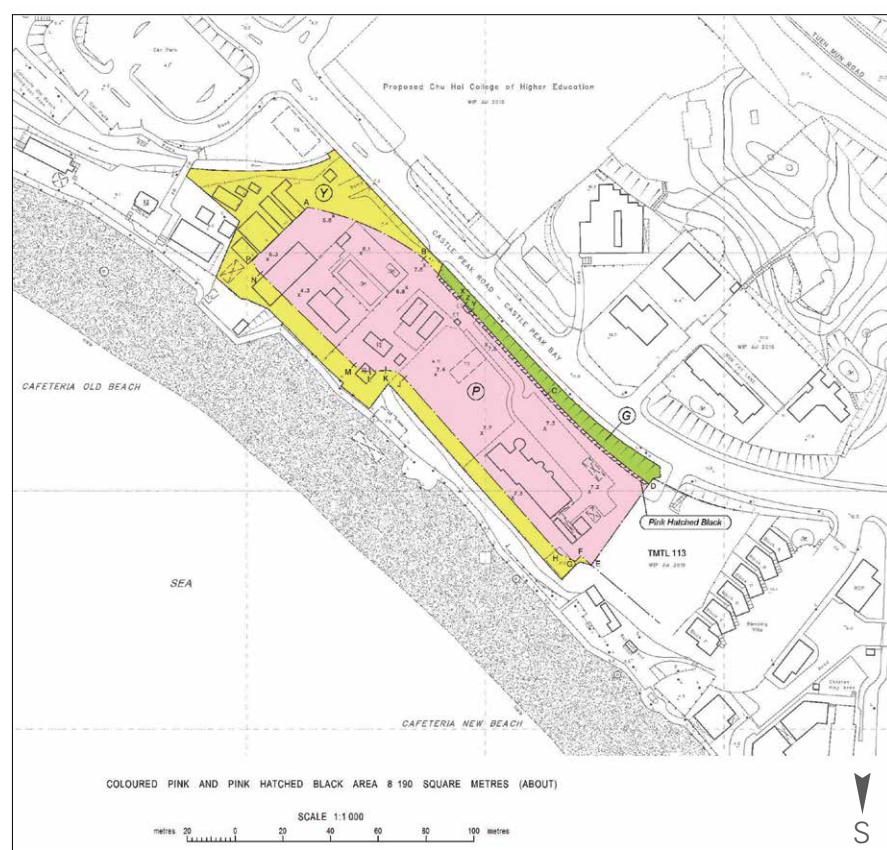
- (j) To maintain, manage and repair the Green Area, the Green Area Structures and the Yellow Area in accordance with this Deed and the Government Grant."

4. Cause 10.12 of Section X of the draft Deed of Mutual Covenant stipulates that:-

"Notwithstanding anything herein contained and until such time as possession of the Green Area and the Yellow Area shall be redelivered or deemed to have been redelivered to the Government in accordance with Special Condition Nos. (4) and (8) respectively of the Government Grant, the Manager shall be responsible for the maintenance of the Green Area, the Green Area Structures and the Yellow Area and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green Area, the Green Area Structures and the Yellow Area and other structures thereon or therein as if they were part of the Common Areas and Facilities."

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This plan is a production of the plan as annexed to the New Grant No.22209 of Tuen Mun Town Lot No.542, and is the plan referred to in this section.



Legend:

- Green Area
- Yellow Area

Note: It is not practicable to show the Structures on the plan.

This plan is for showing the locations of the Green Area and Yellow Area only. Other matters shown in this plan may not reflect their latest condition.

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公共設施及公眾休憩用地的資料

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

1. 批地文件特別條件第(3)(a)(i)條所述的綠色區域，批地文件特別條件第(7)(a)條所述的黃色區域，批地文件特別條件第(3)(a)(ii)條所述的該等構築物。

2. 公眾有權依據批地文件規定使用綠色區域、黃色區域、該等構築物。

3. 批地文件的條文：

- (a) 批地文件特別條件第(3)條規定：

“(a) 買方須於本協議訂立日起18個曆月內(或署長批准的其他延長期內)，自費按署長批准的方式、材料、標準、水平、定線及設計，全面達至署長滿意：

- (i) 於夾附在批地文件的圖則上以綠色顯示的未來公用道路部分(以下簡稱「綠色區域」)設置、構建、鋪設路面及排水；及

- (ii) 按署長單獨酌情要求，提供及建造橋樑、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路或其他構築物(以下簡稱「該等構築物」)

以便於綠色區域建造建築物 and 供車輛及行人往來；

- (b) 買方其後須自費保養綠色區域連同構築物及在該等區域之上、之內及之下建造的其他構築物，全面達至署長滿意，直至綠色區域已根據本特別條件第(4)條交還政府管有。

- (c) 倘若買方未能在指定時期內履行其在本特別條件(a)款的義務或履行其在本特別條件(b)款的責任，政府可進行必要的工程，費用一概由買方負責，買方須在政府要求時向政府支付相等於該等費用的金額，該金額由署長決定，其決定將作終論及對買方有約束力。

- (d) 倘因買方履行其在本特別條件(a)和(b)款的責任或政府行使本特別條件(c)款賦予的權利或其他權利所產生或附帶造成買方或任何其他人士蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何法律責任，而買方不得就上述損失、損害、滋擾或干擾向政府提出任何索償。”

- (b) 批地文件特別條件第(4)條規定：

“僅為了進行本批地文件特別條件第(3)條指定的必要的工程，買方須於本協議訂立日獲授予綠色區域的管有權。綠色區域須於政府要求時交還政府，而在任何情況下，綠色區域須在署長發出一封表示買方已其滿意的方式遵循此等條件的函件的日期被當作已由買方交還政府。買方須於管有綠色區域的所有合理時間，准許所有政府及公共車輛及行人自由

進入、通過及經過綠色區域，並確保該項進入的權利不受進行的工程干預或阻礙，不論是按照本批地文件特別條件第(3)條或其他規定進行的工程。”

- (c) 批地文件特別條件第(5)條規定：

“未經署長事先書面同意，買方不得將綠色區域用作儲存物件或搭建任何臨時構築物，或用作進行本批地文件特別條件第(3)條指明的工程以外之任何用途。”

- (d) 批地文件特別條件第(6)條規定：

“(a) 買方須於管有綠色區域期間的所有合理時候：

- (i) 准許政府、署長及其官員、承辦商、代理人及獲署長授權的任何人士有權出入、來回及通過該地段及綠色區域，以便視察、檢查及監督遵照本批地文件特別條件第(3)(a)及(3)(b)條規定進行的任何工程，和進行、視察、檢查及監督本批地文件特別條件第(3)(c)條規定的工程及任何其他署長認為於綠色區域必要的工程；

- (ii) 在政府或相關公用事業公司要求時，准許政府和相關公用事業公司有權出入、來回及通過該地段及綠色區域，旨在綠色區域或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或毗鄰土地或場所提供電話、電力、氣體(如有)及其他設施所需的其他傳導媒介及附帶設備。買方須就以上在綠色區域內進行的任何所述工程的所有相關事宜，與政府及獲其授權的相關公用事業公司充分合作；及

- (iii) 在水務監督及獲其授權的人士要求時，准許他們有權出入、來回及通過該地段及綠色區域，以便進行任何有關綠色區域內任何其他水務設施的運作、保養、維修、更換及改動工程。

- (b) 倘因政府、署長及其官員、承辦商、代理人及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司行使本權利所引起或附帶造成買方或任何人士蒙受任何損失、損害、滋擾或干擾，政府、署長及其官員、承辦商、代理人及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司概不承擔任何法律責任。”

- (e) 批地文件特別條件第(7)條規定：

“(a) 買方須於本協議訂立日起18個曆月(或署長可能批准的其他延長期間)內，自費按署長批准的方式、材料、標準、水平及設計，塑造夾附於批地文件的圖則上以黃色顯示的區域(以下簡稱「黃色區域」)，全面達至署長滿意。

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(b) 買方須在其後自費保養黃色區域，全面達至署長滿意，直至黃色區域已根據本批地文件特別條件第(8)條交還政府管有。

(c) 如買方未能在指定時期內履行其在本特別條件(a)款的責任或履行其在本特別條件(b)款的責任，政府可進行必要的工程，費用一概由買方負責，買方須在政府要求時向政府支付相等於該等費用的金額，該金額由署長決定，其決定將作終論及對買方有約束力。

(d) 倘因買方履行其在本特別條件(a)和(b)款的責任或政府行使本特別條件(c)款賦予的權利或其他權利所產生或附帶造成買方或任何其他人士蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何法律責任，而買方不得就上述損失、損害、滋擾或干擾向政府提出任何索償。”

(f) 批地文件特別條件第(8)條規定：

“僅為了進行拆卸工程和本批地文件特別條件第(7)條指定的必要的工程，買方須於本協議訂立日獲授予黃色區域的管有權。黃色區域或其中部分須於政府要求時交還政府，而在任何情況下，黃色區域須在署長發出一封表示買方已其滿意的方式遵循此等條件的函件的日期被當作已由買方交還政府。買方須於管有黃色區域或其中部分的所有合理時間，准許所有政府車輛及行人自由進入、通過及經過黃色區域，並確保該項進入的權利不受拆卸工程和進行的工程干擾或阻礙，不論是按照本批地文件特別條件第(7)條或其他規定進行的工程。”

(g) 批地文件特別條件第(9)條規定：

“未經署長事先書面同意，買方不得將黃色區域或其中部分用作儲存物件或搭建任何臨時構築物，或用作進行本批地文件特別條件第(7)條指明的工程以外之任何用途。”

(h) 批地文件特別條件第(10)條規定：

“(a) 買方須於管有黃色區域或其中部分期間的所有合理時候：

(i) 准許政府、署長及其官員、承辦商、代理人及獲署長授權的任何人士有權出入、來回及通過該地段及黃色區域或其中部分，以便視察、檢查及監督遵照本批地文件特別條件第(7)(a)及(7)(b)條規定進行的任何工程，和進行、視察、檢查及監督本批地文件特別條件第(7)(c)條規定的工程及任何其他署長認為於黃色區域必要的工程；及

(ii) 在政府或相關公用事業公司要求時，准許政府和相關公用事業公司有權出入、來回及通過該地段及黃色區域或其中部分，旨在黃色區域或其中部分或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或毗鄰土地或場所提供電話、電力、煤氣(如有)及其他設施所需的其他傳導

媒介及附帶設備。買方須就以上在黃色區域或其中部分內進行的任何所述工程的所有相關事宜，與政府及獲其授權的相關公用事業公司充分合作。

(b) 倘因政府、署長及其官員、承辦商、代理人及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司行使本權利所引起或附帶造成買方或任何其他人士蒙受任何損失、損害、滋擾或干擾，政府、署長及其官員、承辦商、代理人及根據本特別條件(a)款獲妥為授權的任何人士或公用事業公司概不承擔任何法律責任。”

(i) 批地文件特別條件第(41)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(以下簡稱「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，以避免對該地段、綠色區域、黃色區域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「服務設施」)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，確定任何服務設施的現況及位置水平，並提交處理任何可能會受工程影響的任何服務設施的建議書予署長對其一切方面審批。買方不得在取得署長對上述工程及建議作出的書面批准前進行該等工程。買方須履行署長對服務設施的任何要求及自費承擔以符合該等要求的支出，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、綠色區域、黃色區域或其中部分或該等服務設施造成的任何損壞、干擾或阻塞(明渠、污水渠、雨水渠、排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)，達至署長滿意。如果買方未能對該地段、綠色區域、黃色區域或其中部分或該等服務設施進行上述必要的改道、重鋪、維修、彌補及修復工程，達至署長滿意，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。”

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的面積

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。

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- E. 顯示上述A、B、C及D提及的該等設施、休憩用地及土地中的該等部分的位置的圖則

請參閱本部分之末的圖則。

- F. 每一公契中關於上述A、B、C及D提及的該等設施、休憩用地及土地中的該等部分的條文

1. 發展項目公契及管理協議擬定稿(「公契」)第1.1條訂明：

“在本公契中，除非上下文義另有准許或要求，下列詞語具有以下界定的意義：

「綠色區域」指政府批地條件特別條件第(3)(a)(i)條提及的「綠色區域」；

「綠色區域構築物」指政府批地條件特別條件第(3)(a)(ii)條提及的「綠色區域構築物」；

「黃色區域」指政府批地條件特別條件第(7)(a)條提及的「黃色區域」。”

2. 公契第四章第4.6條訂明：

“年度預算須涵蓋該土地及發展項目的管理開支，在不影響上述一般適用範圍下，包括：

.....

- (o) 按本公契及/或政府批地文件特別條件第(3)(b)及(7)(b)條維修、保養及管理綠色區域、綠色區域構築物及黃色區域直至按政府批地文件移交綠色範圍、綠色區域構築物及黃色區域給政府。”

3. 公契第五章第5.2條訂明：

“在不限制本公契明文賦予管理人的其他權力的一般適用範圍下，管理人有權：

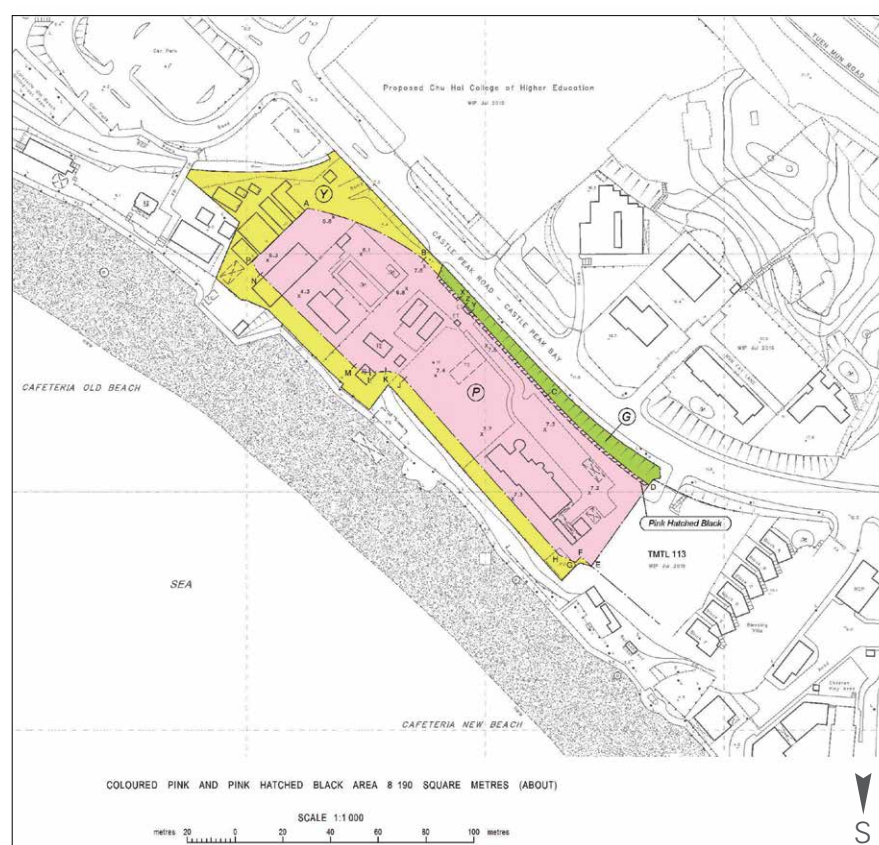
.....

- (j) 按本公契和政府批地文件的規定保養、管理及維修綠色區域、綠色區域構築物及黃色區域。”

4. 公契第十章第10.12條訂明：

“即使本公契有任何規定，在按政府批地文件特別條件第(4)及(8)條交還綠色區域和黃色區域給政府前，管理人須負責保養綠色區域、綠色區域構築物及黃色區域。業主須負責保養及維修綠色區域、綠色區域構築物、黃色區域及其他構築物的費用及開支，猶如它們是公用地方及設施一部分一樣。”

本圖則是附錄於屯門市地段第542號之新批租約第22209號的圖則的複製本，亦是本節內提及的圖則。



圖例：

- 綠色區域
- 黃色區域

註：在圖則上展示構築物並非切實可行。

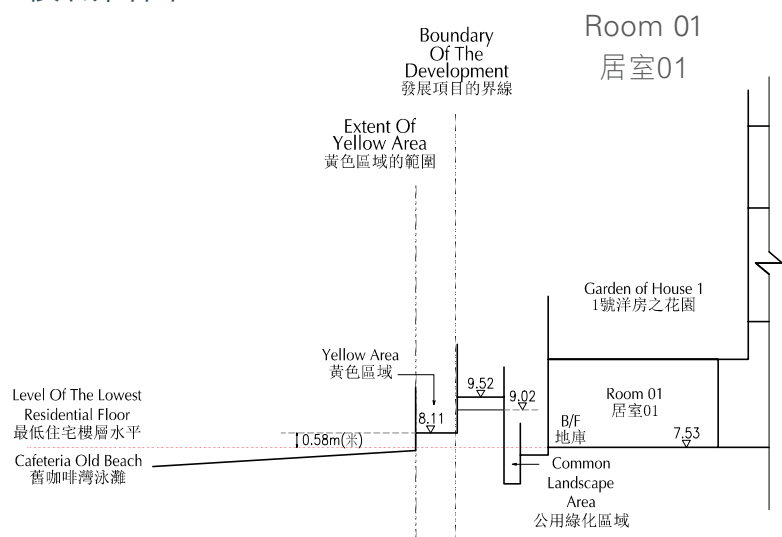
本圖則僅作顯示黃色區域及綠色區域的位置。本圖中所示之其他事項未必能反映其最新狀況。

18 WARNING TO PURCHASERS 對買方的警告

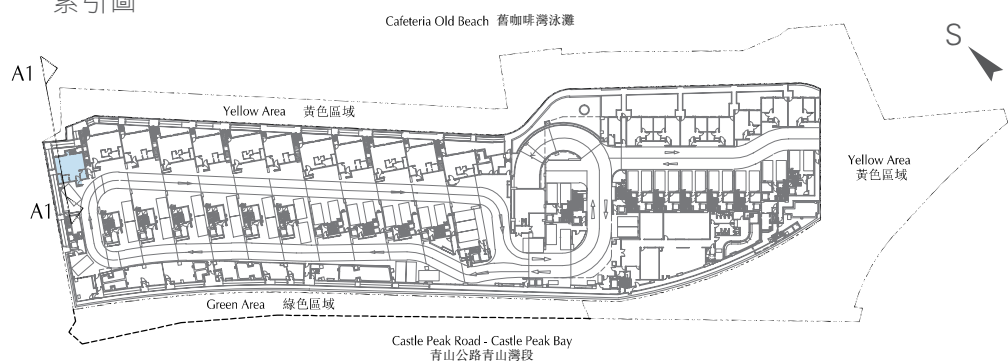
- a) The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
 - b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction,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

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

Cross-section Plan A1 橫截面圖A1



Key Plan 索引圖

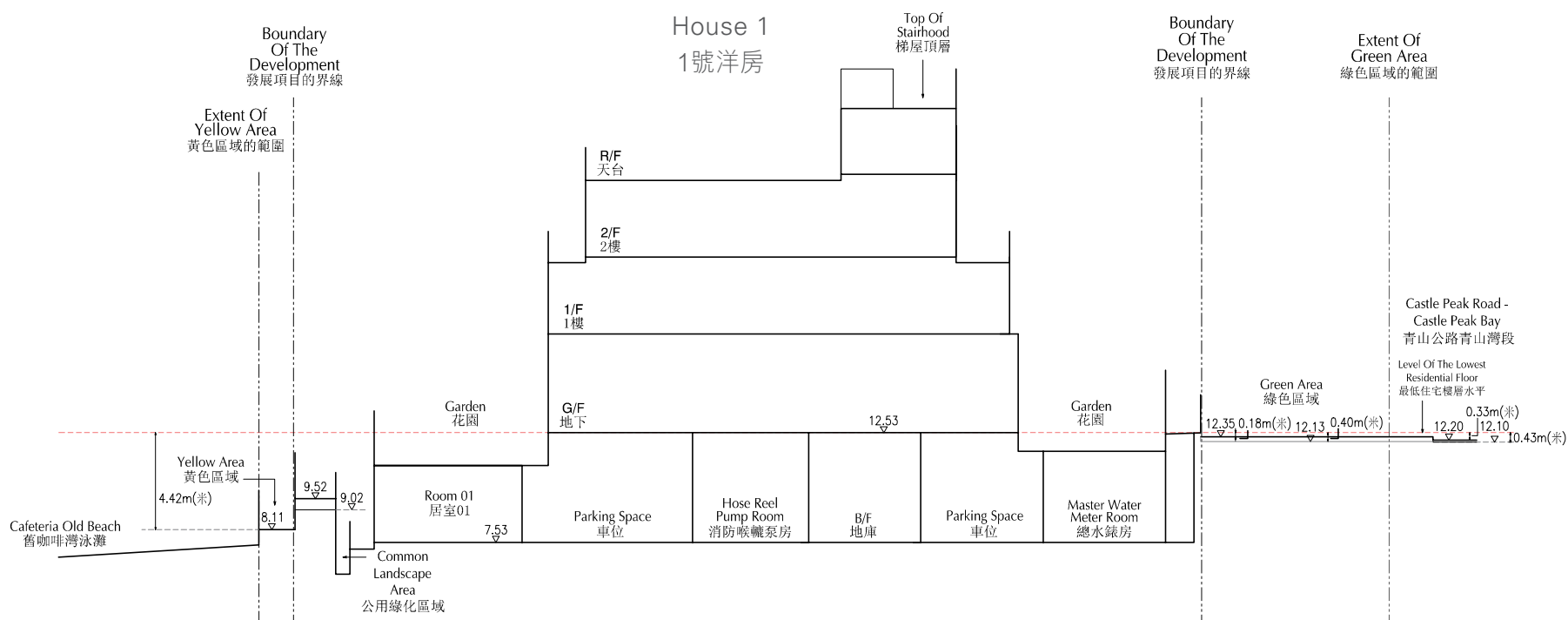
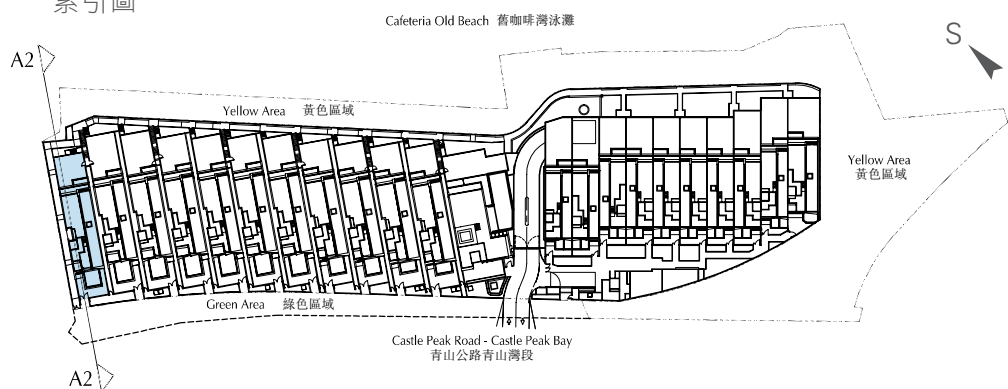


The part of Yellow Area adjacent to Room 01 is 8.11 metres above the Hong Kong Principal Datum.

毗連居室01的一段黃色區域為香港主水平基準以上8.11米。

Cross-section Plan A2 橫截面圖A2

Key Plan 索引圖



1. The part of Castle Peak Road - Castle Peak Bay adjacent to House 1 is 12.10 to 12.20 metres above the Hong Kong Principal Datum.
2. The part of Green Area adjacent to House 1 is 12.13 to 12.35 metres above the Hong Kong Principal Datum.
3. The part of Yellow Area adjacent to House 1 is 8.11 metres above the Hong Kong Principal Datum.

Notes:

1. ▽ denotes height (in metres) above the Hong Kong Principal Datum.
2. ----- Dotted line denotes the level of the lowest residential floor.

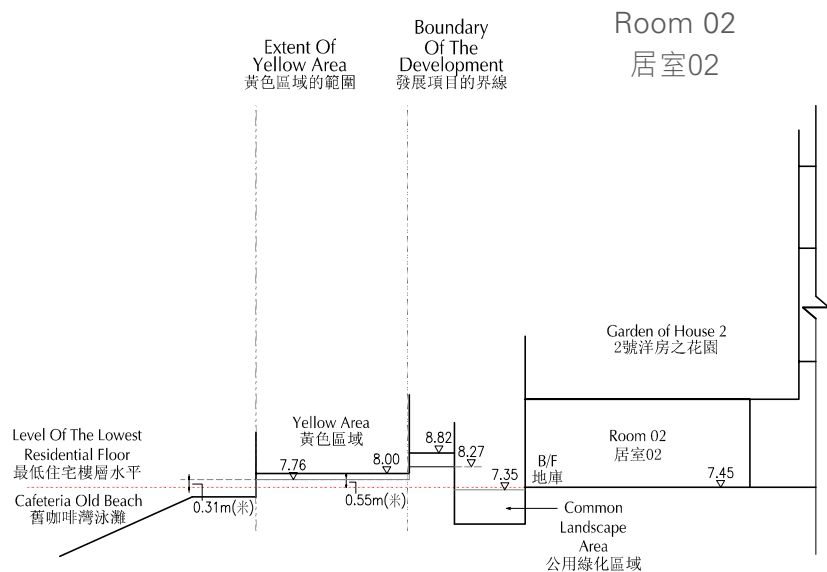
1. 毗連1號洋房的一段青山公路青山灣段為香港主水平基準以上12.10至12.20米。
2. 毗連1號洋房的一段綠色區域為香港主水平基準以上12.13至12.35米。
3. 毗連1號洋房的一段黃色區域為香港主水平基準以上8.11米。

附註：

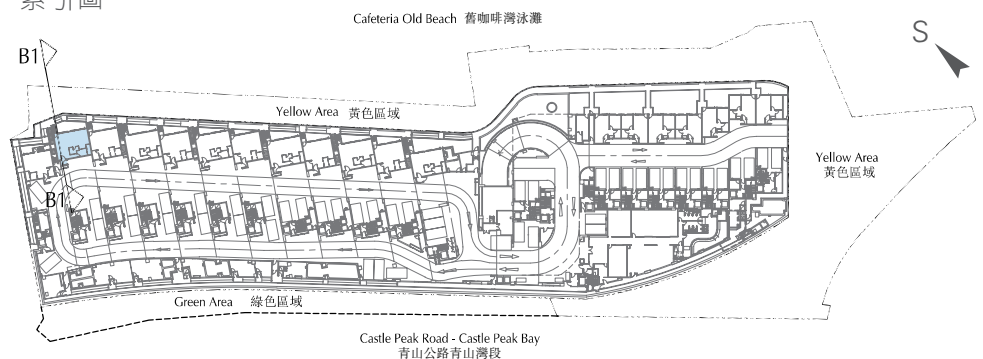
1. ▽ 為香港主水平基準以上高度(米)。
2. ----- 虛線為最低住宅樓層水平。

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

Cross-section Plan B1 橫截面圖B1



Key Plan 索引圖

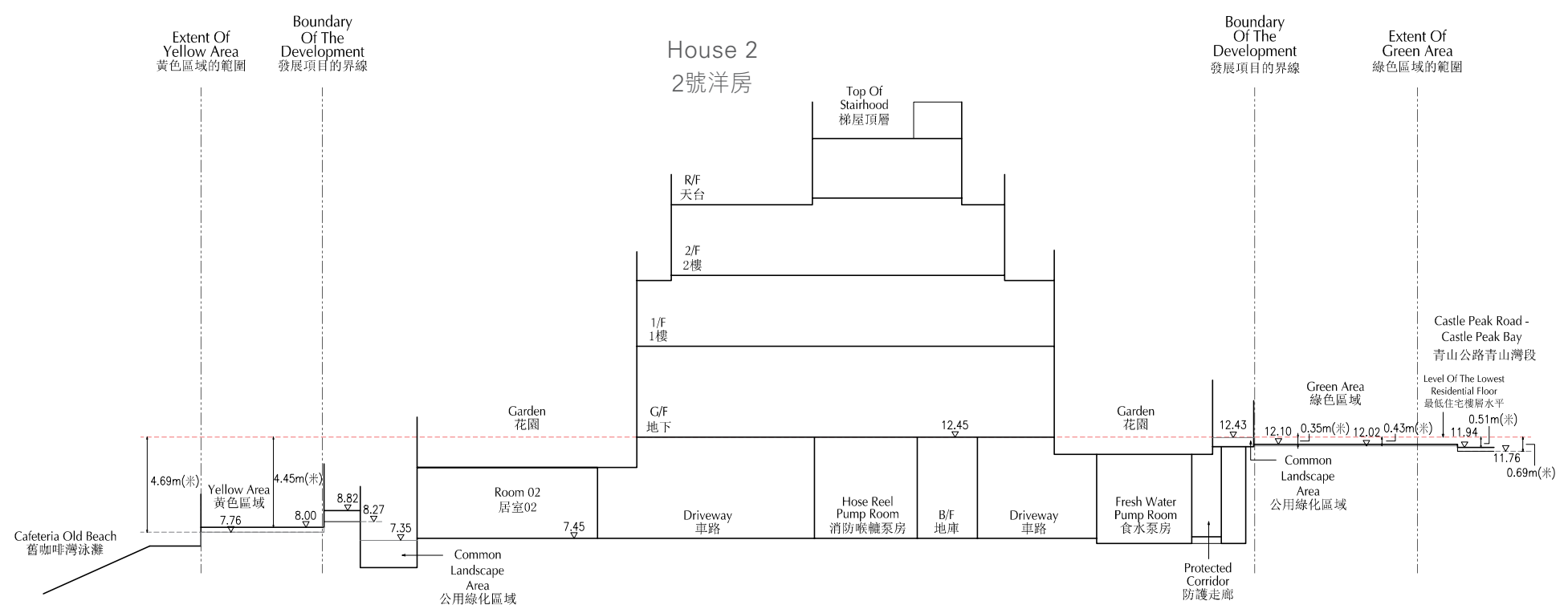
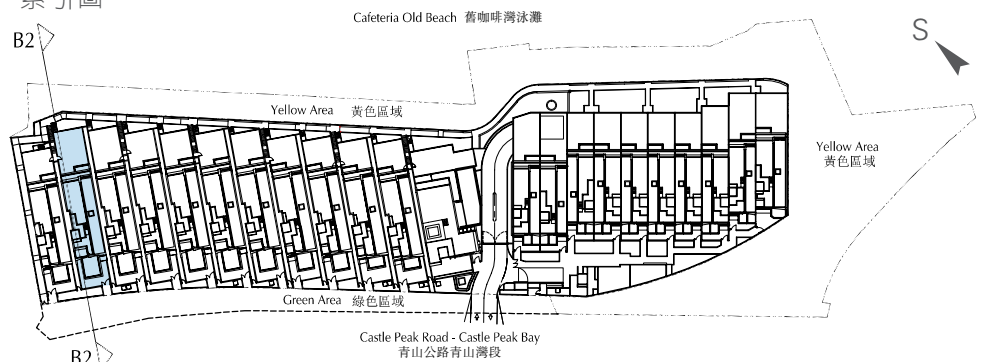


The part of Yellow Area adjacent to Room 02 is 7.76 to 8.00 metres above the Hong Kong Principal Datum.

毗連居室02的一段黃色區域為香港主水平基準以上7.76至8.00米。

Cross-section Plan B2 橫截面圖B2

Key Plan 索引圖



1. The part of Castle Peak Road - Castle Peak Bay adjacent to House 2 is 11.76 to 11.94 metres above the Hong Kong Principal Datum.
2. The part of Green Area adjacent to House 2 is 12.02 to 12.10 metres above the Hong Kong Principal Datum.
3. The part of Yellow Area adjacent to House 2 is 7.76 to 8.00 metres above the Hong Kong Principal Datum.

Notes:

1. ▽ denotes height (in metres) above the Hong Kong Principal Datum.
2. ----- Dotted line denotes the level of the lowest residential floor.

1. 毗連2號洋房的一段青山公路青山灣段為香港主水平基準以上11.76至11.94米。
2. 毗連2號洋房的一段綠色區域為香港主水平基準以上12.02至12.10米。
3. 毗連2號洋房的一段黃色區域為香港主水平基準以上7.76至8.00米。

附註：

1. ▽ 為香港主水平基準以上高度(米)。
2. ----- 虛線為最低住宅樓層水平。