

THE 尚悅·天城  
HAMPSTEAD REACH

# TABLE OF CONTENTS 目錄

	一手住宅物業買家須知 NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES			
01	發展項目尚悅·天城的資料 INFORMATION ON THE DEVELOPMENT, THE HAMPSTEAD REACH	01	16 公共設施及公眾休憩用地的資料 INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES	55
02	賣方及有參與發展項目的其他人的資料 INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT	07	17 對買方的警告 WARNING TO PURCHASERS	62
03	有參與發展項目的各方的關係 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT	08	18 發展項目中的建築物的橫截面圖 CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT	63
04	發展項目的設計的資料 INFORMATION ON DESIGN OF THE DEVELOPMENT	09	19 立面圖 ELEVATION PLAN	67
05	物業管理的資料 INFORMATION ON PROPERTY MANAGEMENT	11	20 發展項目中的公用設施的資料 INFORMATION ON COMMON FACILITIES IN THE DEVELOPMENT	77
06	發展項目的所在位置圖 LOCATION PLAN OF THE DEVELOPMENT	12	21 閱覽圖則及公契 INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT	78
07	發展項目的鳥瞰照片 AERIAL PHOTOGRAPH OF THE DEVELOPMENT	13	22 裝置、裝修物料及設備 FITTINGS, FINISHES AND APPLIANCES	79
08	關乎發展項目的分區計劃大綱圖等 OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT	14	23 服務協議 SERVICE AGREEMENTS	99
09	發展項目的布局圖 LAYOUT PLAN OF THE DEVELOPMENT	15	24 地稅 GOVERNMENT RENT	100
10	發展項目的住宅物業的樓面平面圖 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT	18	25 買方的雜項付款 MISCELLANEOUS PAYMENTS BY PURCHASER	101
11	發展項目中的住宅物業的面積 AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT	19	26 欠妥之處的保養責任期 DEFECT LIABILITY WARRANTY PERIOD	102
12	發展項目中的停車位的樓面平面圖 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT	36	27 斜坡維修 MAINTENANCE OF SLOPES	103
13	臨時買賣合約的摘要 SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE	38	28 修訂 MODIFICATION	104
14	公契的摘要 SUMMARY OF DEED OF MUTUAL COVENANT	39	29 申請建築物總樓面面積寬免的資料 INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING	105
15	批地文件的摘要 SUMMARY OF LAND GRANT	40	30 有關資料 RELEVANT INFORMATION	107
		43		

# 一手住宅物業買家須知

## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

您在購置一手住宅物業之前，應留意下列事項：

### 適用於所有一手住宅物業

#### 1. 重要資訊

- 瀏覽一手住宅物業銷售資訊網(下稱「銷售資訊網」)(網址：www.srpe.gov.hk)，參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽賣方就該發展項目所指定的互聯網網站內的有關資訊，包括售樓說明書、價單、載有銷售安排的文件，及成交紀錄冊。
- 發展項目的售樓說明書，會在該項目的出售日期前最少七日向公眾發布，而有關價單和銷售安排，亦會在該項目的出售日期前最少三日公布。
- 在賣方就有關發展項目所指定的互聯網網站，以及「銷售資訊網」內，均載有有關物業成交資料的成交紀錄冊，以供查閱。

#### 2. 費用、按揭貸款和樓價

- 計算置業總開支，包括律師費、按揭費用、保險費，以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款，然後選擇合適的還款方式，並小心計算按揭貸款金額，以確保貸款額沒有超出本身的負擔能力。
- 查閱同類物業最近的成交價格，以作比較。
- 向賣方或地產代理瞭解，您須付予賣方或該發展項目的管理人的預計的管理費、管理費上期金額(如有)、特別基金金額(如有)、補還的水、電力及氣體按金(如有)、以及/或清理廢料的費用(如有)。

#### 3. 價單、支付條款，以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料<sup>1</sup>。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

#### 4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭或庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。

- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部 and 內部尺寸<sup>2</sup>。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。

- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境(包括交通和社區設施)；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

#### 5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 閱覽售樓說明書，並須特別留意以下資訊：
  - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
  - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
  - 室內和外部的裝置、裝修物料和設備；
  - 管理費按甚麼基準分擔；
  - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
  - 小業主是否須要負責維修斜坡。

#### 6. 政府批地文件和公契

- 閱覽政府批地文件和公契(或公契擬稿)。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供政府批地文件和公契(或公契擬稿)的複本，供準買家免費閱覽。
- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。
- 留意公契內訂明有關物業內可否飼養動物。

#### 7. 售樓處內有關可供揀選住宅物業的資料

- 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」，您可從該「消耗表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日開始時有哪些住宅物業可供出售，以及在該個銷售日內有哪些住宅物業已獲揀選及售出。
- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立臨時買賣合約。

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## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

### 8. 成交紀錄冊

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

### 9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 訂立臨時買賣合約時，您須向擁有人(即賣方)支付樓價5%的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金(即樓價的5%)會被沒收，而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

### 10. 表達購樓意向

- 留意在賣方(包括其獲授權代表)就有關住宅物業向公眾提供價單前，賣方不得尋求或接納任何對有關住宅物業的購樓意向(不論是否屬明確選擇購樓意向)。因此您不應向賣方或其授權代表提出有關意向。
- 留意在有關住宅物業的銷售開始前，賣方(包括其獲授權代表)不得尋求或接納任何對該物業的有明確選擇購樓意向。因此您不應向賣方或其授權代表提出有關意向。

### 11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/名稱。
- 您可委託任何地產代理(不一定是賣方所指定的地產代理)，以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。
- 委託地產代理以物色物業前，您應該—
  - 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；
  - 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及

- 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局網頁(網址：[www.eaa.org.hk](http://www.eaa.org.hk))，查閱牌照目錄。

### 12. 委聘律師

- 考慮自行委聘律師，以保障您的利益。該律師若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益。
- 比較不同律師的收費。

### 適用於一手未落成住宅物業

#### 13. 預售樓花同意書

- 洽購地政總署「預售樓花同意方案」下的未落成住宅物業時，應向賣方確認地政總署是否已就該發展項目批出「預售樓花同意書」。

#### 14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀，但賣方如為某指明住宅物業設置示範單位，必須首先設置該住宅物業的無改動示範單位，才可設置該住宅物業的經改動示範單位，並可以就該住宅物業設置多於一個經改動示範單位。
- 參觀示範單位時，務必視察無改動示範單位，以便與經改動示範單位作出比較。然而，條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時，應已提供有關發展項目的售樓說明書。因此，緊記先行索取售樓說明書，以便在參觀示範單位時參閱相關資料。
- 您可以在無改動示範單位及經改動示範單位中進行量度，並在無改動示範單位內拍照或拍攝影片，惟在確保示範單位參觀者人身安全的前提下，賣方可能會設定合理的限制。

### 適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

#### 15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期<sup>3</sup>。
  - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。
- 收樓日期
  - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意(視屬何種情況而定)。
    - 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
    - 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。



# 一手住宅物業買家須知

## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

- 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
  - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
    - 工人罷工或封閉工地；
    - 暴動或內亂；
    - 不可抗力或天災；
    - 火警或其他賣方所不能控制的意外；
    - 戰爭；或
    - 惡劣天氣。
  - 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
  - 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

### 適用於一手已落成住宅物業

#### 16. 賣方資料表格

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

#### 17. 參觀物業

- 購置住宅物業前，確保已獲安排參觀您打算購置的住宅物業。倘參觀有關物業並非合理地切實可行，則應參觀與有關物業相若的物業，除非您以書面同意賣方無須開放與有關物業相若的物業供您參觀。您應仔細考慮，然後才決定是否簽署豁免上述規定的書面同意。
- 除非有關物業根據租約持有，或為確保物業參觀者的人身安全而須設定合理限制，您可以對該物業進行量度、拍照或拍攝影片。

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

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

其他相關聯絡資料：

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

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

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

<sup>1</sup> 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。

<sup>2</sup> 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項 —

- (i) 每個住宅物業的外部尺寸；
- (ii) 每個住宅物業的內部尺寸；
- (iii) 每個住宅物業的內部間隔的厚度；
- (iv) 每個住宅物業內個別分隔室的外部尺寸。

根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

<sup>3</sup> 一般而言，「關鍵日期」指該項目符合批地文件的條件的日期，或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第2條。

## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

You are advised to take the following steps before purchasing first-hand residential properties.

### **For all first-hand residential properties**

#### **1. Important information**

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) ([www.srpe.gov.hk](http://www.srpe.gov.hk)) on the first-hand residential property market.
- Study the information on the website designated by the vendor for the development, including the sales brochure, price lists, documents containing the sales arrangements, and the register of transactions of a development.
- Sales brochure for a development will be made available to the general public at least 7 days immediately before a date of sale while price list and sales arrangements will be made available at least 3 days immediately before the date of sale.
- Information on transactions can be found on the register of transactions on the website designated by the vendor for the development and the SRPE.

#### **2. Fees, mortgage loan and property price**

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
- Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method and calculate the amount of the mortgage loan to ensure it is within your repayment ability.
- Check recent transaction prices of comparable properties for comparison.
- Check with the vendor or the estate agent the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the vendor or the manager of the development.

#### **3. Price list, payment terms and other financial incentives**

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans<sup>1</sup> as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

#### **4. Property area and its surroundings**

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property – (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property – air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.

- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property<sup>2</sup>. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.

- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

#### **5. Sales brochure**

- Ensure that the sales brochure you have obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- Read through the sales brochure and in particular, check the following information in the sales brochure -
  - whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;
  - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
  - interior and exterior fittings and finishes and appliances;
  - the basis on which management fees are shared;
  - whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
  - whether individual owners have responsibility to maintain slopes.

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

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

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

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

## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

### 8. Register of Transactions

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

### 9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

### 10. Expression of intent of purchasing a residential property

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific or general expression of intent of purchasing any residential property before the relevant price lists for such properties are made available to the public. You therefore should not make such an offer to the vendors or their authorized representative(s).
- Note that vendors (including their authorized representative(s)) should not seek or accept any specific expression of intent of purchasing a particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

### 11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.

- Before you appoint an estate agent to look for a property, you should -
  - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
  - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
  - note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: [www.eaa.org.hk](http://www.eaa.org.hk).

### 12. Appointment of solicitor

- Consider appointing your own solicitor to protect your interests. If the solicitor also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest.
- Compare the charges of different solicitors.

### For first-hand uncompleted residential properties

#### 13. Pre-sale Consent

- For uncompleted residential property under the Lands Department Consent Scheme, seek confirmation from the vendor whether the "Pre-sale Consent" has been issued by the Lands Department for the development.

#### 14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

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

#### 15. Estimated material date and handing over date

- Check the estimated material date<sup>3</sup> for the development in the sales brochure.
  - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.



## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

- Handing over date
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
    - For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
    - For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
    - strike or lock-out of workmen;
    - riots or civil commotion;
    - force majeure or Act of God;
    - fire or other accident beyond the vendor's control;
    - war; or
    - inclement weather.
  - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

### **For first-hand completed residential properties**

#### **16. Vendor's information form**

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

#### **17. Viewing of property**

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

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

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

Other useful contacts:

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

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

<b>Real Estate Developers Association of Hong Kong</b>
Telephone : 2826 0111
Fax : 2845 2521

<sup>1</sup> The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.

<sup>2</sup> According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following —  
(i) the external dimensions of each residential property;  
(ii) the internal dimensions of each residential property;  
(iii) the thickness of the internal partitions of each residential property;  
(iv) the external dimensions of individual compartments in each residential property.

According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.

<sup>3</sup> Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.



## 01 發展項目尚悅·天城的資料

### INFORMATION ON THE DEVELOPMENT, THE HAMPSTEAD REACH

街道名稱及門牌號數 : 屏健里8號

發展項目包含16棟洋房及發展項目的洋房號數 : 1至3號洋房, 5至12號洋房, 15至19號洋房

發展項目被略去的洋房號數 : 4號洋房, 13號洋房, 14號洋房

**Name of the street and street number** : No. 8 Ping Kin Lane

**The development consists of 16 houses and House Numbering of the development** : House 1 to House 3, House 5 to House 12, House 15 to House 19

**Omitted House Numbering in the Development** : House 4, House 13, House 14

## 02 賣方及有參與發展項目的其他人的資料

### INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方	: 佳偉發展有限公司（亦為擁有人及其控權公司為恒基兆業有限公司、恒基兆業地產有限公司及謙耀置業有限公司）	Vendor	: Gain Glory Development Limited (also as the owner and whose holding companies are Henderson Development Limited, Henderson Land Development Company Limited and Mightymark Investment Limited)
發展項目的認可人士	: MCAA Limited的蔣匡文先生 (蔣匡文先生為MCAA Limited的董事)	Authorized person for the development	: Mr. Chiang Hong Man, Michael of MCAA Limited (Mr. Chiang Hong Man, Michael is a director of MCAA Limited)
發展項目的承建商	: 恒麗建築有限公司	Building contractor for the development	: Heng Lai Construction Company Limited
賣方代表律師	: 羅文錦律師樓	Vendor's solicitors	: Lo & Lo
已為發展項目的建造提供貸款或已承諾為該項建造提供融資的認可機構	: 法國東方匯理銀行 (備註：所有由銀行提供的融資承諾已無需要並已終止。)	Authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the development	: Credit Agricole Corporate and Investment Bank (Note : All the finance undertakings provided by the bank are no longer required and have been terminated.)
已為發展項目的建造提供貸款的任何其他人	: 恒基兆業地產代理有限公司	Any other person who has made a loan for the construction of the development	: Henderson Real Estate Agency Limited

### 03 有參與發展項目的各方的關係

#### RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

(a)	賣方或有關發展項目的承建商屬個人，並屬該項目的認可人士的家人。	不適用
(b)	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人。	不適用
(c)	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人。	否
(d)	賣方或該項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人。	不適用
(e)	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人。	不適用
(f)	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人。	否
(g)	賣方或該項目的承建商屬個人，並屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(h)	賣方或該項目的承建商屬合夥，而該賣方或承建商的合夥人屬就該項目內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(i)	賣方或該項目的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人。	否
(j)	賣方、賣方的控權公司或有關發展項目的承建商屬私人公司，而該項目的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份。	否
(k)	賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份。	否
(l)	賣方或該項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書。	否
(m)	賣方或該項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員。	不適用
(n)	賣方、賣方的控權公司或該項目的承建商屬私人公司，而就該項目中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份。	否
(o)	賣方、賣方的控權公司或該項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份。	否
(p)	賣方或該項目的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書。	否
(q)	賣方或該項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員。	不適用
(r)	賣方或該項目的承建商屬法團，而該項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團。	否
(s)	賣方或該項目的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	是 承建商恒麗建築有限公司 屬於賣方及其所有控權公司 的有聯繫法團。

### 03 有參與發展項目的各方的關係

#### RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

(a)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an authorized person for the development.	Not applicable
(b)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person.	Not applicable
(c)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person.	No
(d)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not applicable
(e)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not applicable
(f)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person.	No
(g)	The vendor or a building contractor for the development is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development.	Not applicable
(h)	The vendor or a building contractor for the development is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development.	Not applicable
(i)	The vendor or a building contractor for the development is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors.	No
(j)	The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and an authorized person for the development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor.	No
(k)	The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor.	No
(l)	The vendor or a building contractor for the development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	No
(m)	The vendor or a building contractor for the development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor.	Not applicable
(n)	The vendor, a holding company of the vendor, or a building contractor for the development, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the development holds at least 10% of the issued shares in that vendor, holding company or contractor.	No
(o)	The vendor, a holding company of the vendor, or a building contractor for the development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor.	No
(p)	The vendor or a building contractor for the development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	No
(q)	The vendor or a building contractor for the development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor.	Not applicable
(r)	The vendor or a building contractor for the development is a corporation, and the corporation of which an authorized person for the development is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor.	No
(s)	The vendor or a building contractor for the development is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	Yes The building contractor, Heng Lai Construction Company Limited, is an associate corporation of the vendor and all its holding companies.



## 04 發展項目的設計的資料

### INFORMATION ON DESIGN OF THE DEVELOPMENT

發展項目沒有構成圍封牆的一部分的非結構的預製外牆。

There is no non-structural prefabricated walls forming part of the enclosing walls of the development.

發展項目有構成圍封牆的一部分的幕牆。

There are curtain walls forming part of the enclosing walls of the development.

每幢建築物的幕牆的厚度範圍為200 毫米。

The range of thickness of the curtain walls of each building is 200 mm.

#### 每個住宅物業的幕牆的總面積表

#### Schedule of total area of the curtain walls of each residential property

洋房號 House No.	每個住宅物業的幕牆的總面積(平方米) Total area of the curtain walls of each residential property (sq.m.)
1	6.645
2	6.645
3	6.645
5	4.860
6	6.645
7	4.860
8	4.860
9	4.860

洋房號 House No.	每個住宅物業的幕牆的總面積(平方米) Total area of the curtain walls of each residential property (sq.m.)
10	4.860
11	4.860
12	4.860
15	4.860
16	4.860
17	4.860
18	5.070
19	6.699

## 05 物業管理的資料

### INFORMATION ON PROPERTY MANAGEMENT

**管理人：**

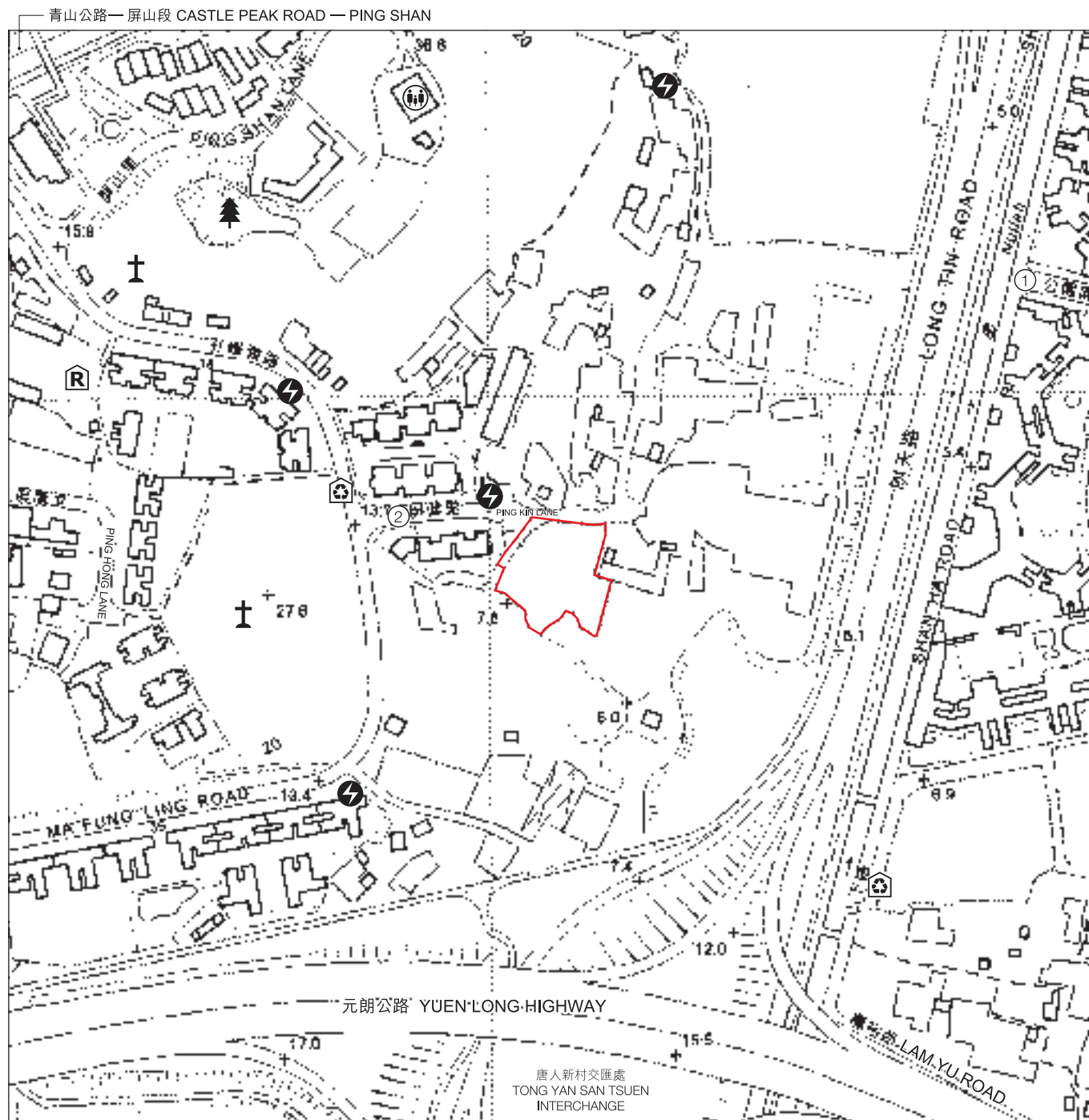
根據發展項目的公契的最新擬稿，恒益物業管理有限公司將獲委任為發展項目的管理人。

**Manager:**

Hang Yick Properties Management Limited will be appointed as the Manager of the development under the latest draft Deed of Mutual Covenant in respect of the development.

# 06 發展項目的所在位置圖

## LOCATION PLAN OF THE DEVELOPMENT



### 圖例 Legend

- 發電廠 (包括電力分站)  
Power plant (including electricity sub-stations)
- 垃圾收集站  
Refuse collection point
- 宗教場所 (包括教堂、廟宇及祠堂)  
Religious institution (including church, temple and Tsz Tong)
- 社會福利設施 (包括老人中心及弱智人士護理院)  
Social welfare facilities (including elderly centre and home for the mentally disabled)
- 墳場  
Cemetery
- 公園  
Public park

於發展項目的所在位置圖未能顯示之街道全名:  
Street names not shown in full in the location plan of the development:

1. 公園南路 Town Park Road South
2. 屏健里 Ping Kin Lane



發展項目的位置  
Location of the development

比例尺 SCALE: 0 50 100 150 200 250M/米

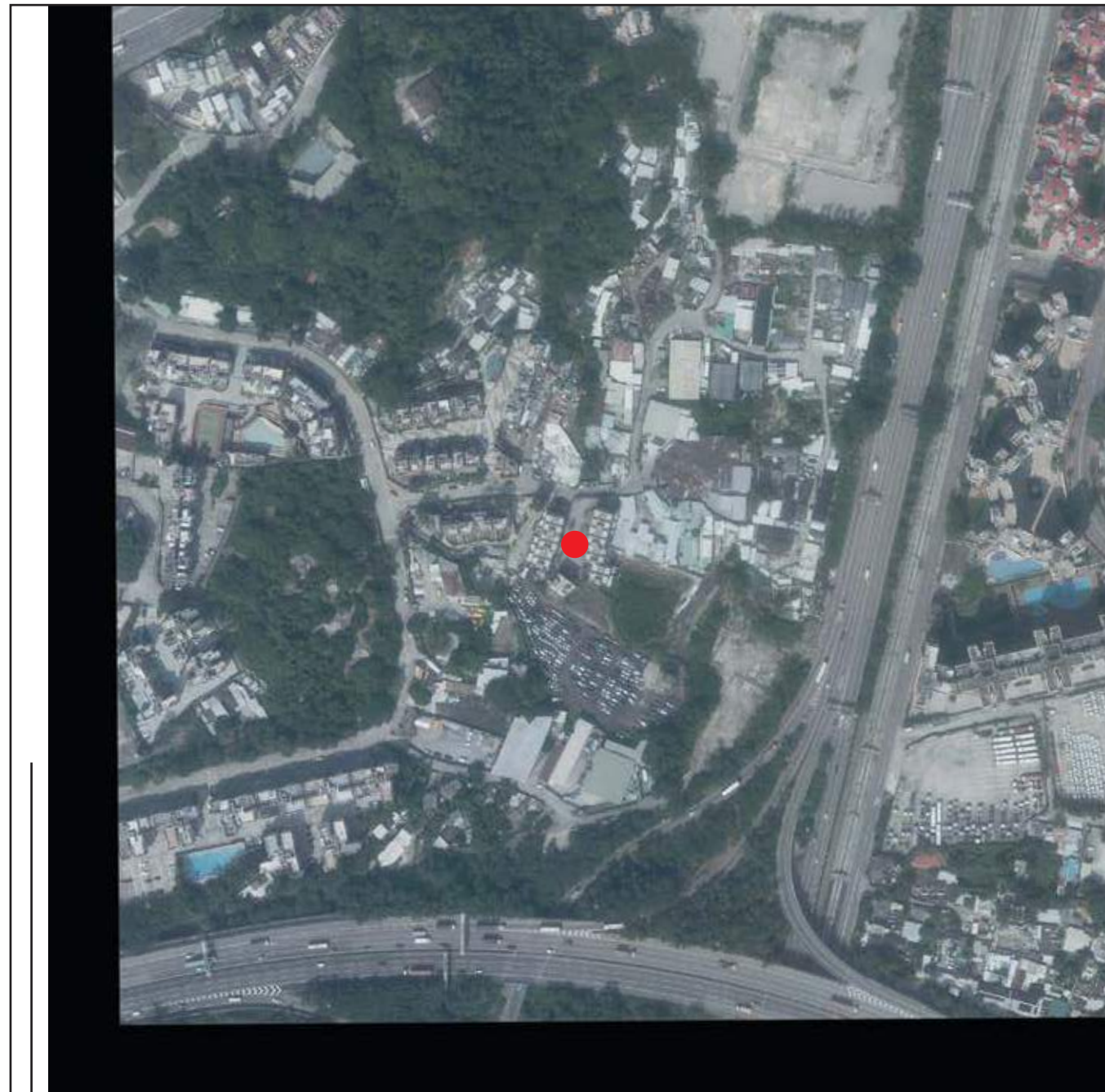
此所在位置圖摘錄自地政總署測繪處地圖組別HP5C，編號6-NW-B，複印後並經修正處理。  
This location plan is adopted from part of the scale map from Survey and Mapping Office of Lands Department with Series HP5C, Sheet Number 6-NW-B. Adjustment is made where necessary.

地圖版權屬香港特區政府，經地政總署准許複印，版權特許編號19/2019。  
The Government of the Hong Kong SAR has the copyright of the above plan. The map is reproduced with permission of the Director of Lands. © The Government of Hong Kong SAR. Licence No. 19/2019.

備註：由於技術原因，此圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。  
Note: This plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason.

## 07 發展項目的鳥瞰照片

### AERIAL PHOTOGRAPH OF THE DEVELOPMENT



發展項目的鳥瞰照片並不覆蓋本空白範圍  
THIS BLANK AREA FALLS OUTSIDE THE COVERAGE OF AERIAL  
PHOTOGRAPH OF THE DEVELOPMENT

摘錄自地政總署測繪處在屏山6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E073235C，飛行日期為2019年10月18日。

Adopted from part of the aerial photo taken by the Survey and Mapping Office of Lands Department at a flying height 6,900 feet in Ping Shan, Photo No. E073235C dated 18th October, 2019.

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備註：由於技術原因，此照片可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。

Note: This photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason.

● 發展項目的位置  
Location of the Development



## 07 發展項目的鳥瞰照片

### AERIAL PHOTOGRAPH OF THE DEVELOPMENT

發展項目的鳥瞰照片並不覆蓋本空白範圍  
THIS BLANK AREA FALLS OUTSIDE THE COVERAGE OF AERIAL  
PHOTOGRAPH OF THE DEVELOPMENT



摘錄自地政總署測繪處在屏山6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E066934C，飛行日期為2019年9月29日。

Adopted from part of the aerial photo taken by the Survey and Mapping Office of Lands Department at a flying height 6,900 feet in Ping Shan, Photo No. E066934C dated 29th September, 2019.

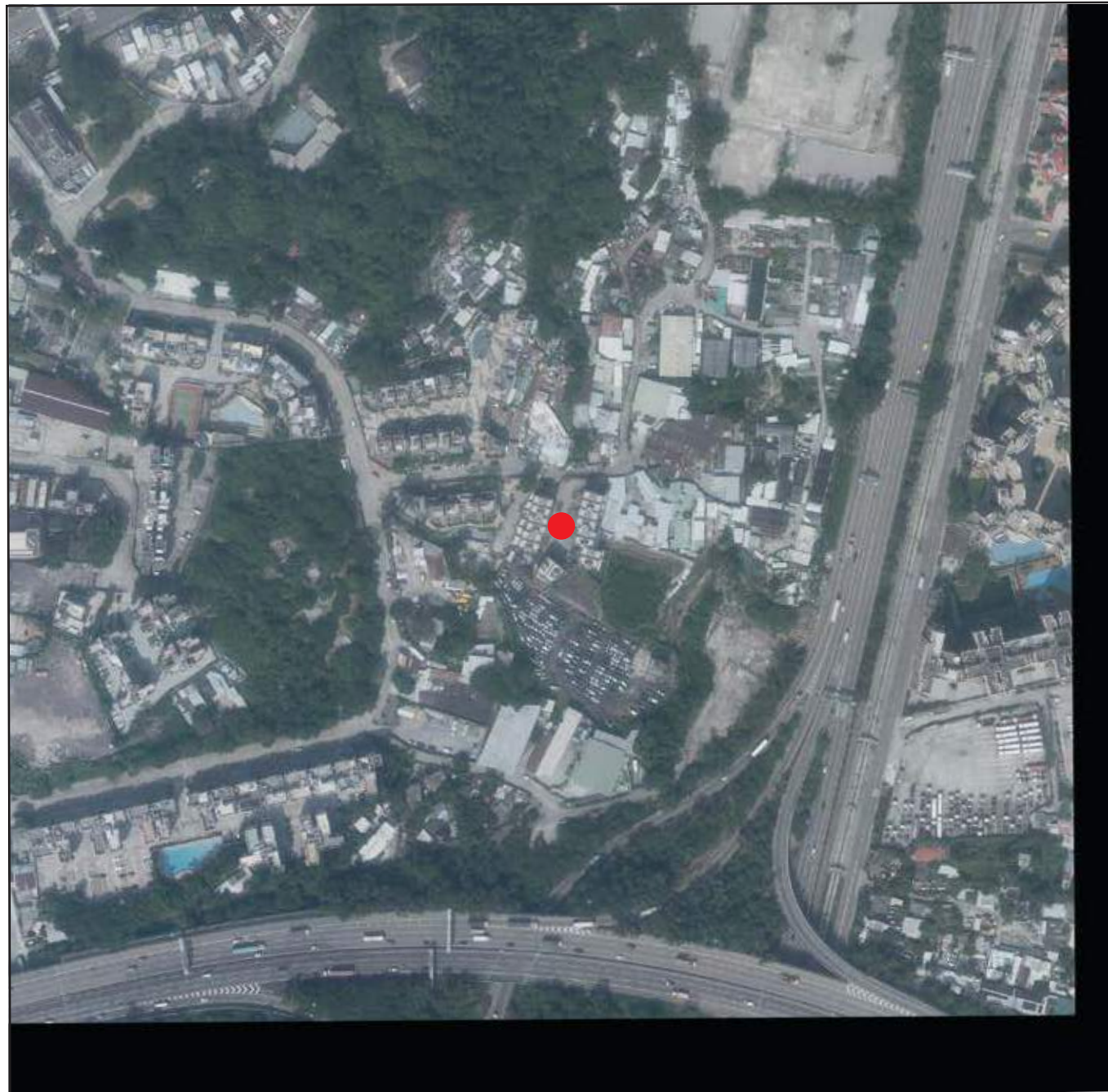
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備註：由於技術原因，此照片可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。  
Note: This photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason.

● 發展項目的位置  
Location of the Development

## 07 發展項目的鳥瞰照片

### AERIAL PHOTOGRAPH OF THE DEVELOPMENT



摘錄自地政總署測繪處在屏山6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E073236C，飛行日期為2019年10月18日。

Adopted from part of the aerial photo taken by the Survey and Mapping Office of Lands Department at a flying height 6,900 feet in Ping Shan, Photo No. E073236C dated 18th October, 2019.

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備註：由於技術原因，此照片可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。

Note: This photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason.

● 發展項目的位置  
Location of the Development

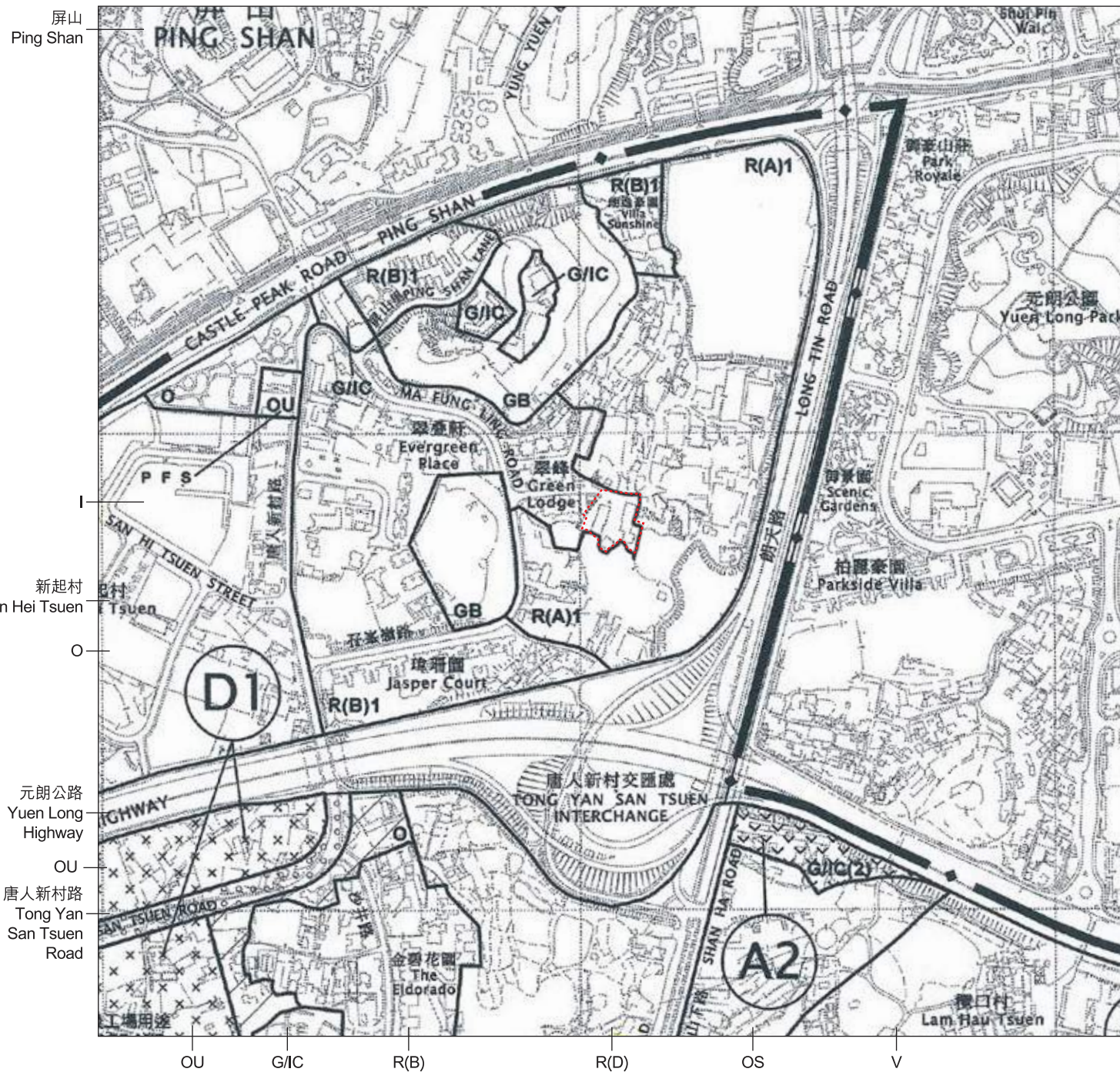
發展項目的鳥瞰照片並不覆蓋本空白範圍

THIS BLANK AREA FALLS OUTSIDE THE COVERAGE OF AERIAL PHOTOGRAPH OF THE DEVELOPMENT



# 08 關乎發展項目的分區計劃大綱圖等

## OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



### 圖例 NOTATION

#### 地帶 ZONES

R(A)	住宅(甲類) RESIDENTIAL (GROUP A)	OS	露天貯物 OPEN STORAGE
R(B)	住宅(乙類) RESIDENTIAL (GROUP B)	OU	其他指定用地 OTHER SPECIFIED USES
R(D)	住宅(丁類) RESIDENTIAL (GROUP D)	GB	綠化地帶 GREEN BELT
G/IC	政府、機構或社區 GOVERNMENT, INSTITUTION OR COMMUNITY	V	鄉村式發展 VILLAGE TYPE DEVELOPMENT
O	休憩用地 OPEN SPACE	I	工業 INDUSTRIAL

#### 交通 COMMUNICATIONS

	主要道路及路口 MAJOR ROAD AND JUNCTION
--	------------------------------------

#### 其他 MISCELLANEOUS

	規劃範圍界線 BOUNDARY OF PLANNING SCHEME		發展項目界線 BOUNDARY OF THE DEVELOPMENT
PFS	加油站 PETROL FILLING STATION		

#### 按照城市規劃條例展示的修訂 AMENDMENTS EXHIBITED UNDER TOWN PLANNING ORDINANCE

	修訂項目 A2 AMENDMENT ITEM A2		修訂項目 D1 AMENDMENT ITEM D1
--	------------------------------	--	------------------------------

比例尺 SCALE: 0 100 200 300 400 500M/米

摘錄自2020年7月10日刊憲之唐人新村分區計劃大綱核准圖，圖則編號為S/YL-TYST/13。  
Adopted from part of the approved Tong Yan San Tsuen Outline Zoning Plan with Plan No. S/YL-TYST/13, gazetted on 10th July 2020.

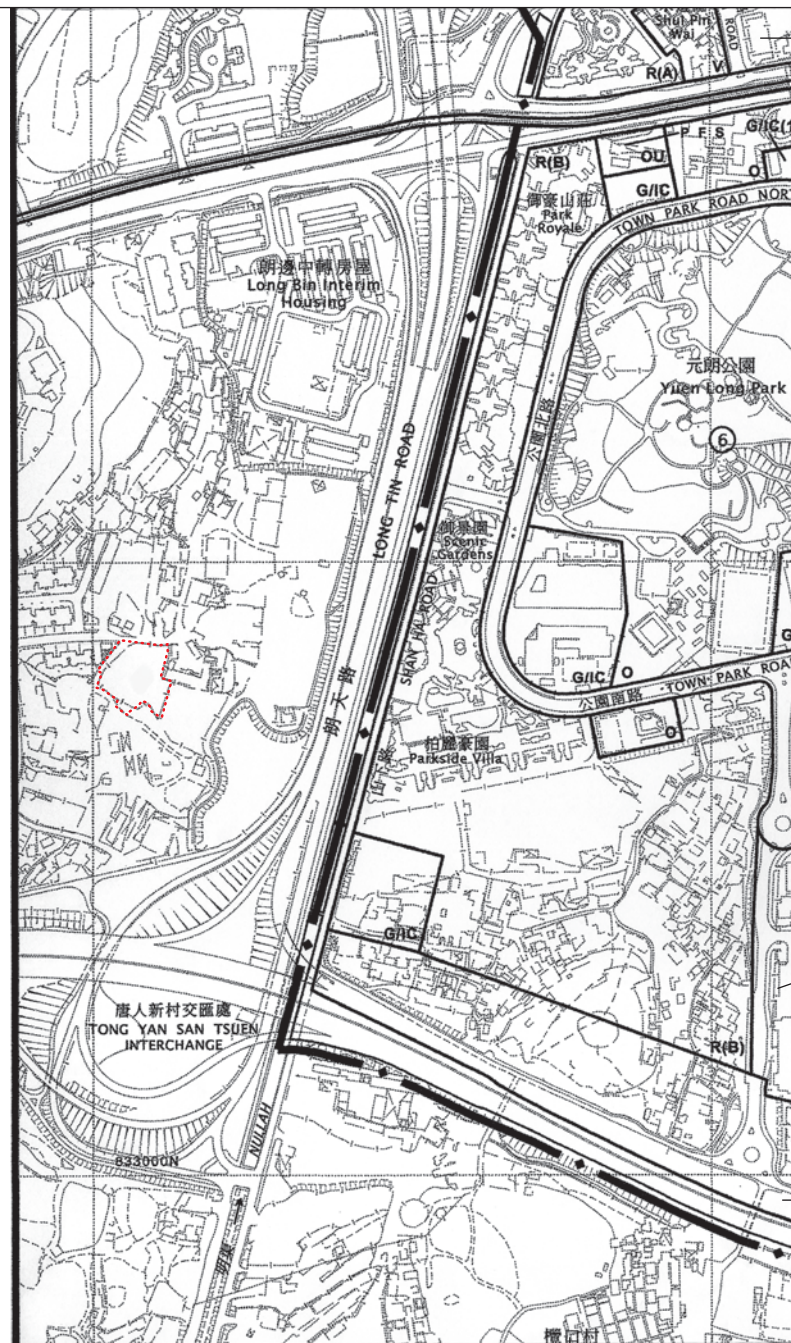
備註：由於技術原因，此分區計劃大綱圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。  
Note: This outline zoning plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason.



# 08 關乎發展項目的分區計劃大綱圖等

## OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT

當區分區計劃大綱圖並不覆蓋本空白範圍。  
The blank area falls outside the coverage of the relevant Outline Zoning Plan.



- 圖例 NOTATION**
- 地帶 ZONES**
- R(A) 住宅 (甲類)  
RESIDENTIAL (GROUP A)
  - R(B) 住宅 (乙類)  
RESIDENTIAL (GROUP B)
  - V 鄉村式發展  
VILLAGE TYPE DEVELOPMENT
  - G/IC 政府、機構或社區  
GOVERNMENT, INSTITUTION OR COMMUNITY
  - O 休憩用地  
OPEN SPACE
  - OU 其他指定用地  
OTHER SPECIFIED USES
- 交通 COMMUNICATIONS**
- 輕鐵  
LIGHT RAIL
  - 主要道路及路口  
MAJOR ROAD AND JUNCTION
  - 高架道路  
ELEVATED ROAD
- 其他 MISCELLANEOUS**
- 規劃範圍界線  
BOUNDARY OF PLANNING SCHEME
  - 17 規劃區編號  
PLANNING AREA NUMBER
  - PFS 加油站  
PETROL FILLING STATION
  - 發展項目界線  
BOUNDARY OF THE DEVELOPMENT

比例尺 SCALE: 0 100 200 300 400 500M/米

摘錄自2016年10月28日刊憲之元朗分區計劃大綱核准圖，圖則編號為S/YL/23。  
Adopted from part of the approved Yuen Long Outline Zoning Plan with Plan No. S/YL/23, gazetted on 28th October 2016.

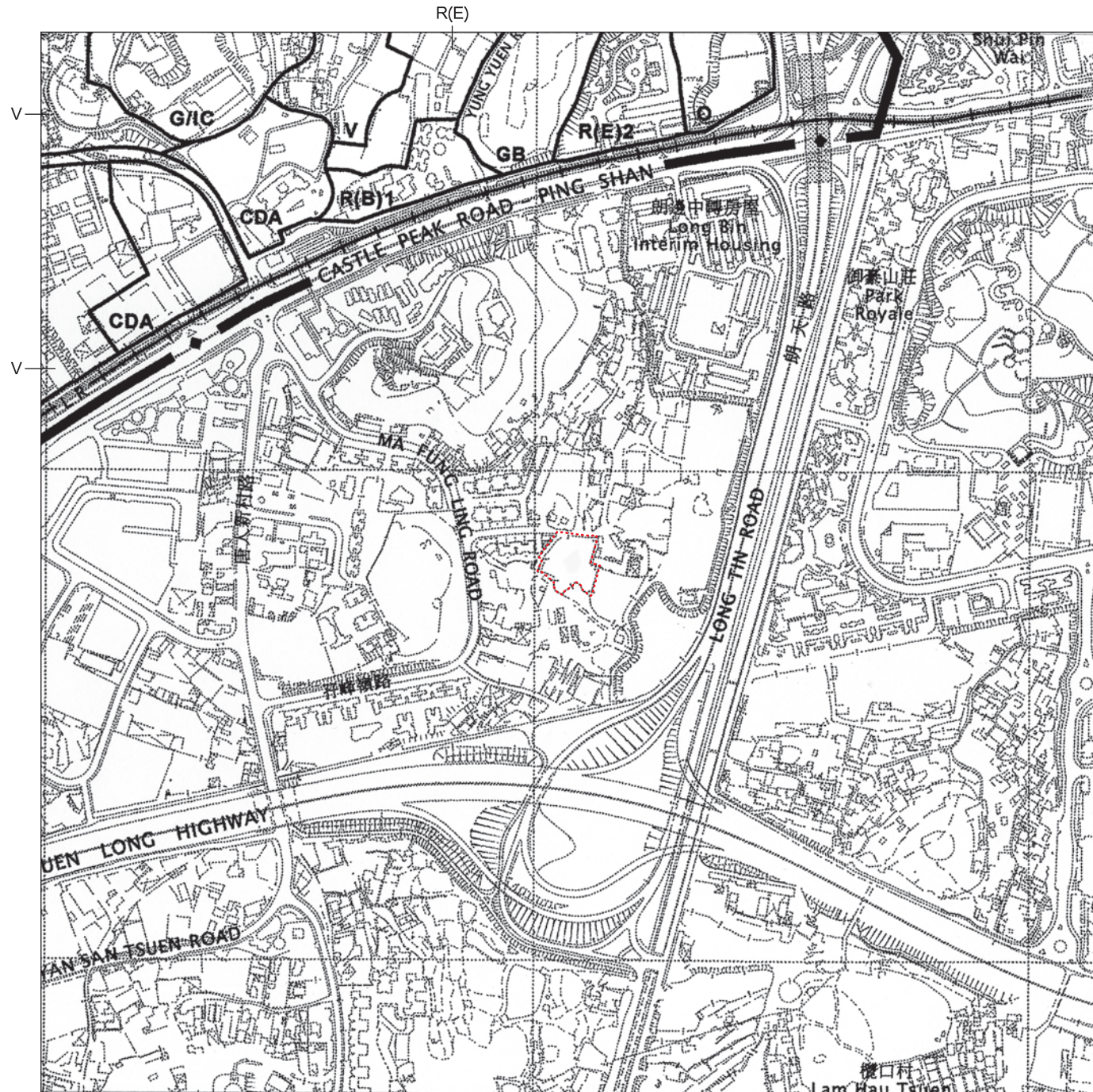
備註：由於技術原因，此分區計劃大綱圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。  
Note: This outline zoning plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason.

樓口村  
Lam Hau Tsuen



# 08 關乎發展項目的分區計劃大綱圖等

## OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



### 圖例 NOTATION

#### 地帶 ZONES

- CDA 綜合發展區  
COMPREHENSIVE DEVELOPMENT AREA
- R(B) 住宅（乙類）  
RESIDENTIAL (GROUP B)
- R(E) 住宅（戊類）  
RESIDENTIAL (GROUP E)
- V 鄉村式發展  
VILLAGE TYPE DEVELOPMENT
- G/C 政府、機構或社區  
GOVERNMENT, INSTITUTION OR COMMUNITY
- O 休憩用地  
OPEN SPACE
- GB 綠化地帶  
GREEN BELT

#### 交通 COMMUNICATIONS

- 輕鐵  
LIGHT RAIL
- 主要道路及路口  
MAJOR ROAD AND JUNCTION
- 高架道路  
ELEVATED ROAD

#### 其他 MISCELLANEOUS

- 規劃範圍界線  
BOUNDARY OF PLANNING SCHEME
- 發展項目界線  
BOUNDARY OF THE DEVELOPMENT

比例尺 SCALE: 0 100 200 300 400 500M/米

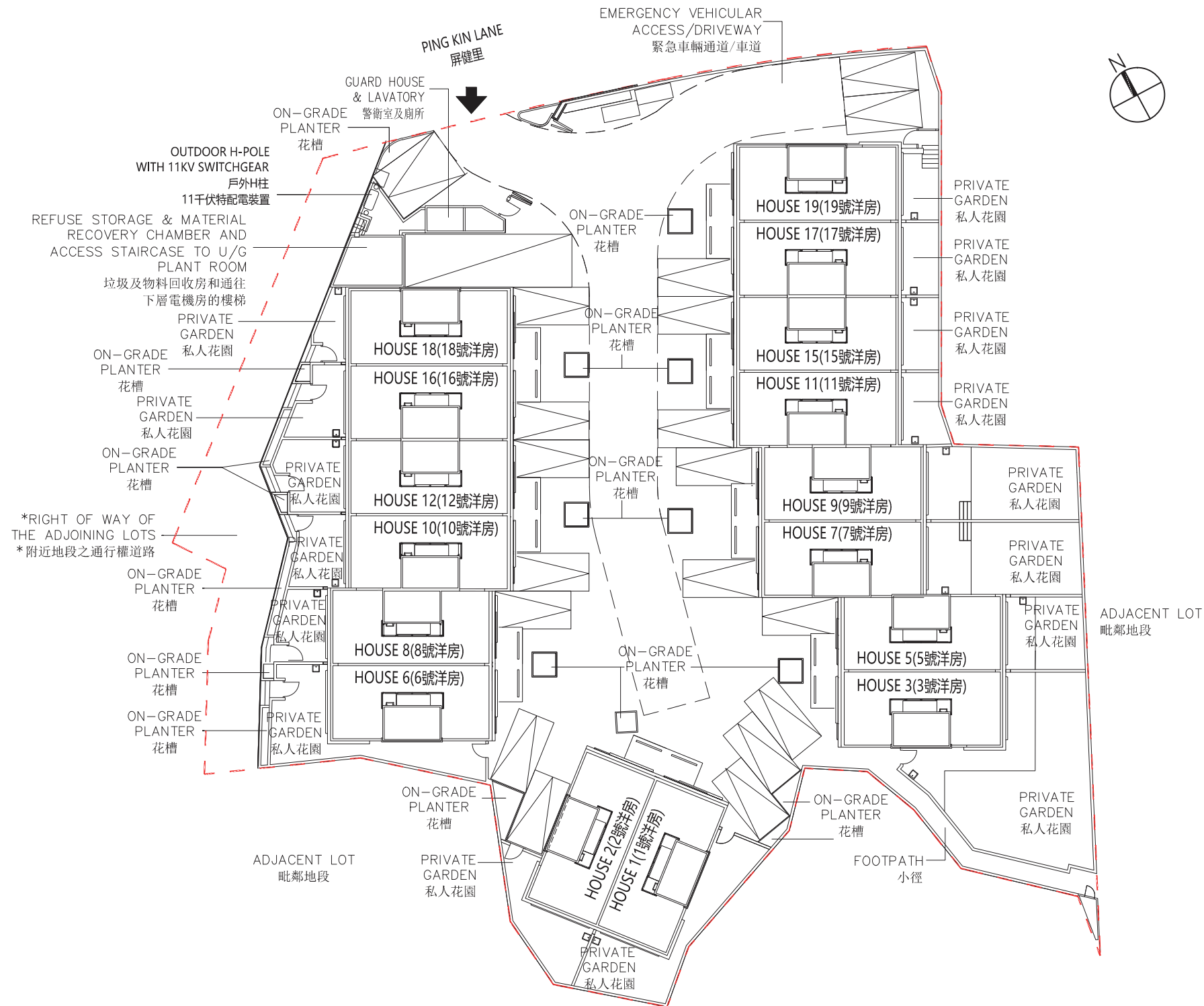
摘錄自2018年10月26日刊憲之屏山分區計劃大綱核准圖，圖則編號為S/YL-PS/18。  
Adopted from part of the approved Ping Shan Outline Zoning Plan with plan No. S/YL-PS/18, gazetted on 26th October 2018.

備註：由於技術原因，此分區計劃大綱圖可能顯示多於《一手住宅物業銷售條例》所要求顯示的範圍。  
Note: This outline zoning plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason.



# 09 發展項目的布局圖

## LAYOUT PLAN OF THE DEVELOPMENT



比例尺 SCALE : 0M(米) 10M(米)

- 發展項目的邊界線  
BOUNDARY LINE OF THE DEVELOPMENT
- 發展項目的入口  
ACCESS TO THE DEVELOPMENT
- 停車位  
CAR PARKING SPACE

\* 此為供丈量約份第121約地段第1396號之餘段及丈量約份第122約地段第1495B號之通行權道路。  
This is the Right of way for Lot 1396RP in DD121 and Lot 1495B in DD122.

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

在本頁上之備註和圖例適用於全部的「發展項目的住宅物業的樓面平面圖」頁數。

The remarks and legends on this page apply to all pages "Floor plans of residential properties in the development".

備註：

1. 部分洋房的私人花園、前庭、停車場、天台或外牆或設有外露之公用喉管、或藏於外牆裝飾板內之公用喉管。
2. 部分洋房內之部分天花或有跌級樓板、用以安裝上層之機電設備或配合上層之結構、建築設計及/或裝修設計上的需要。
3. 部分洋房內或設有假陣或假天花用以安裝冷氣喉管及/或其他機電設備。
4. 樓面平面圖所列之數字為毫米標示之建築結構尺寸。
5. 各洋房的樓面平面圖內所展示之裝置及設備的圖標如浴缸、洗面盆、座廁、淋浴間、洗滌盆、櫃(如有)等乃根據最新經批准的建築圖則擬備，其形狀、尺寸、比例或與實際提供的裝置及設備存在差異，僅供示意及參考之用。

Remarks：

1. Common pipes exposed or enclosed in cladding may be located at the private garden, terrace, car park, roof or external wall of some houses.
2. There may be sunken slabs at some parts of the ceiling inside some houses for the installation of mechanical and electrical services of the floor above or due to the structural, architectural and/or decoration design requirements of the floor above.
3. There may be ceiling bulkheads or false ceiling inside some houses for the installation of air-conditioning conduits and/or other mechanical and electrical services.
4. The dimensions of the floor plans are all structural dimensions in millimeter.
5. Those icons of fittings and fitments shown on the floor plans of houses like bathtubs, wash basins, water closets, shower cubicles, sink units, cabinets (if any) etc., are prepared in accordance with the latest approved building plans. Their shapes, dimensions, scales may be differed from the fittings and fitments actually provided and they are for indication and reference only.

樓面平面圖圖例

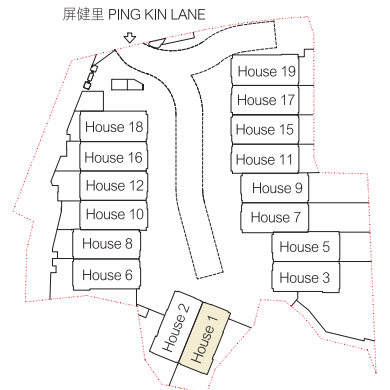
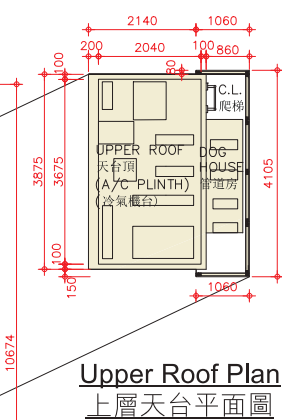
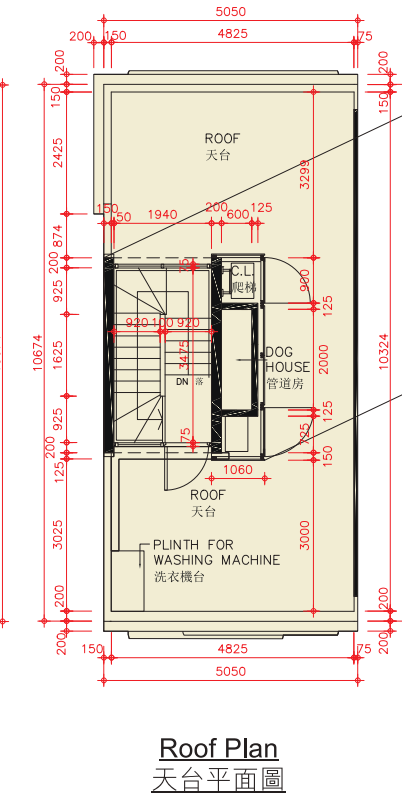
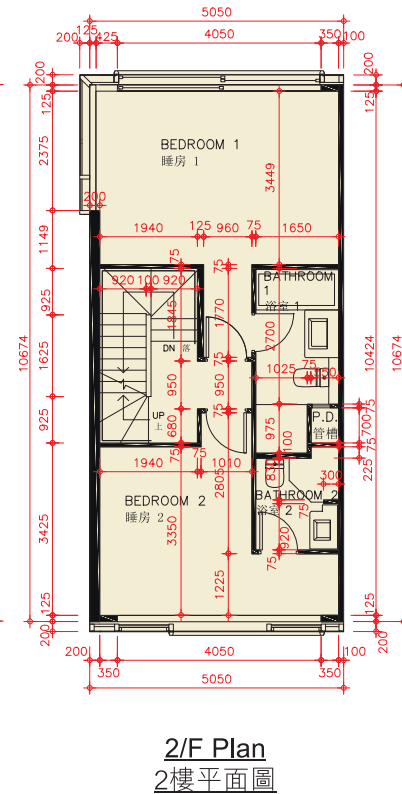
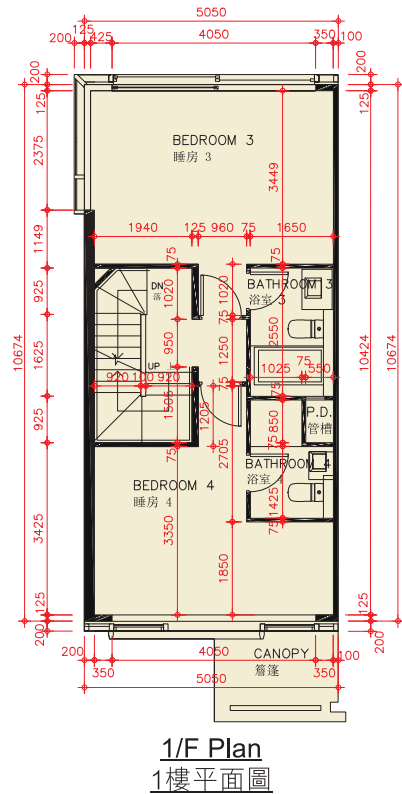
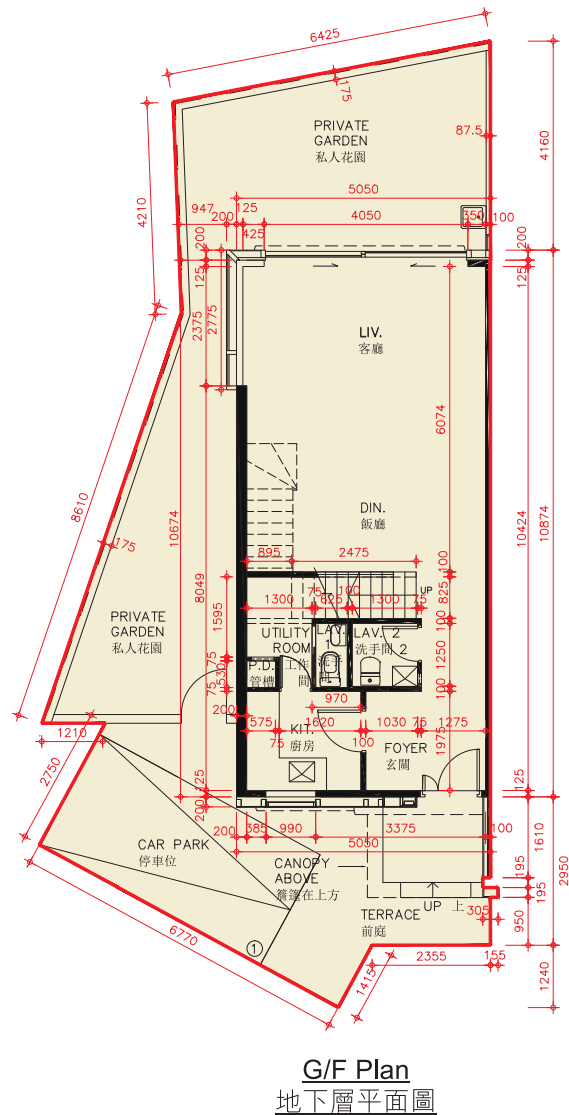
### Legends of Floor Plans

A/C PLINTH	= Air Conditioner Plinth 冷氣機台
BATHROOM	= Bathroom 浴室
BEDROOM	= Bedroom 睡房
C.L.	= Cat Ladder 爬梯
CANOPY	= Canopy 簷篷
CANOPY ABOVE	= Canopy Above 簷篷在上方
CAR PARK	= Car Park 停車位
DIN.	= Dining Room 飯廳
DN	= Down 落
DOG HOUSE	= Dog House 管道房
FOYER	= Foyer 玄關
HOUSE	= House 洋房
KIT.	= Kitchen 廚房
LAV.	= Lavatory 洗手間
LIV.	= Living Room 客廳
P.D.	= Pipe Duct 管槽
PLINTH FOR WASHING MACHINE	= Plinth For Washing Machine 洗衣機台
PRIVATE GARDEN	= Private Garden 私人花園
ROOF	= Roof 天台
STUDY ROOM	= Study Room 書房
TERRACE	= Terrace 前庭
UPPER ROOF	= Upper Roof 天台頂
UP	= Up 上
UTILITY ROOM	= Utility Room 工作間

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 1號洋房平面圖 House 1 Floor Plans



比例尺 SCALE : 0M(米) 5M(米)

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

請參閱本售樓說明書第19頁為住宅物業的樓面平面圖而設之備註及圖例。  
Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

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

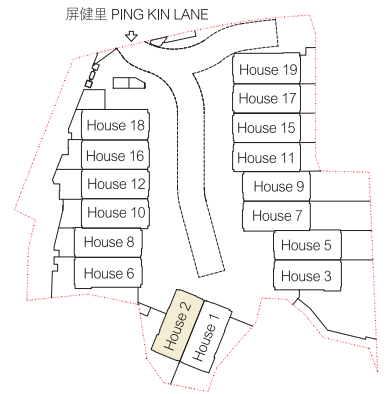
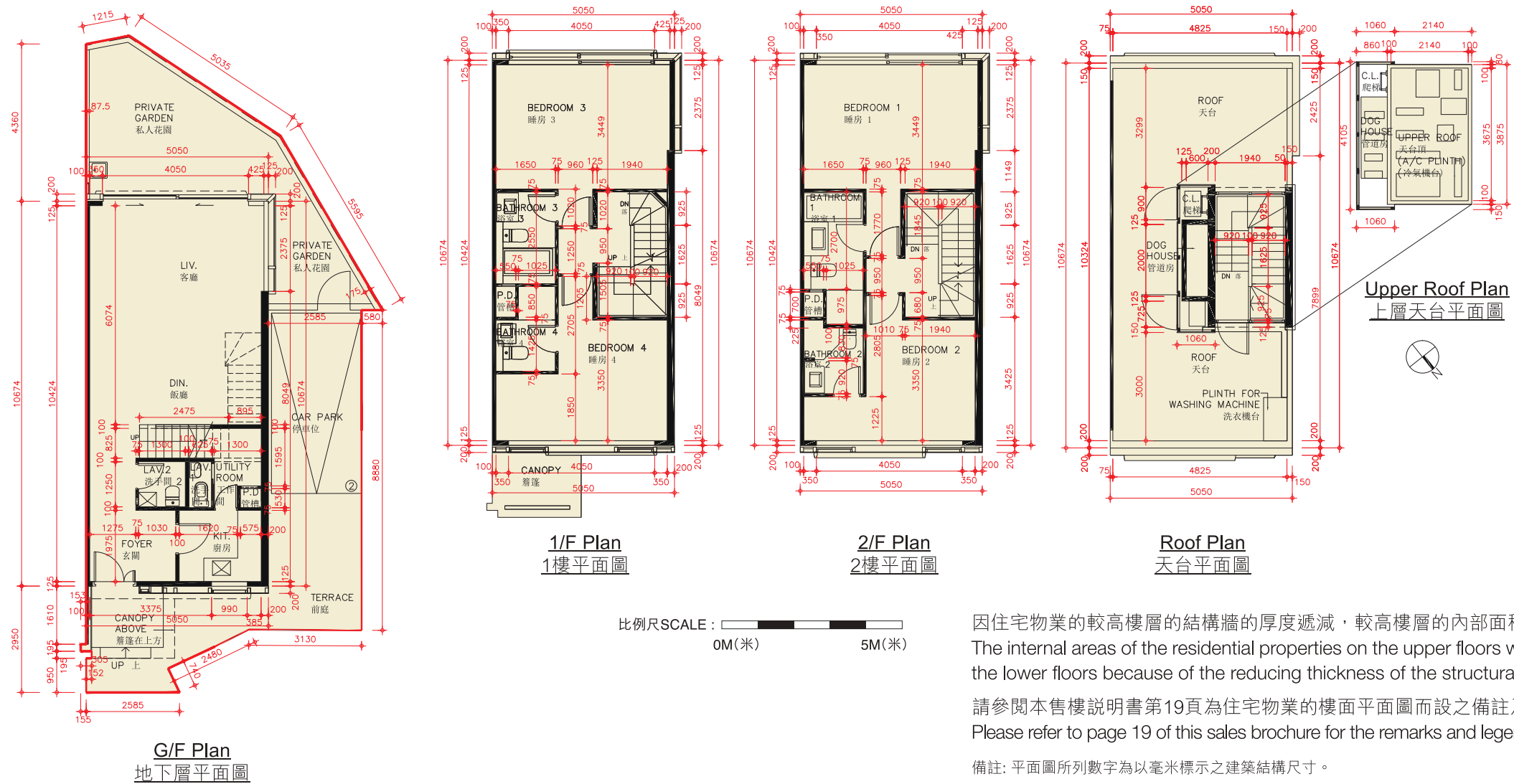
每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	1	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-



# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

2號洋房平面圖 House 2 Floor Plans



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

請參閱本售樓說明書第19頁為住宅物業的樓面平面圖而設之備註及圖例。  
Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

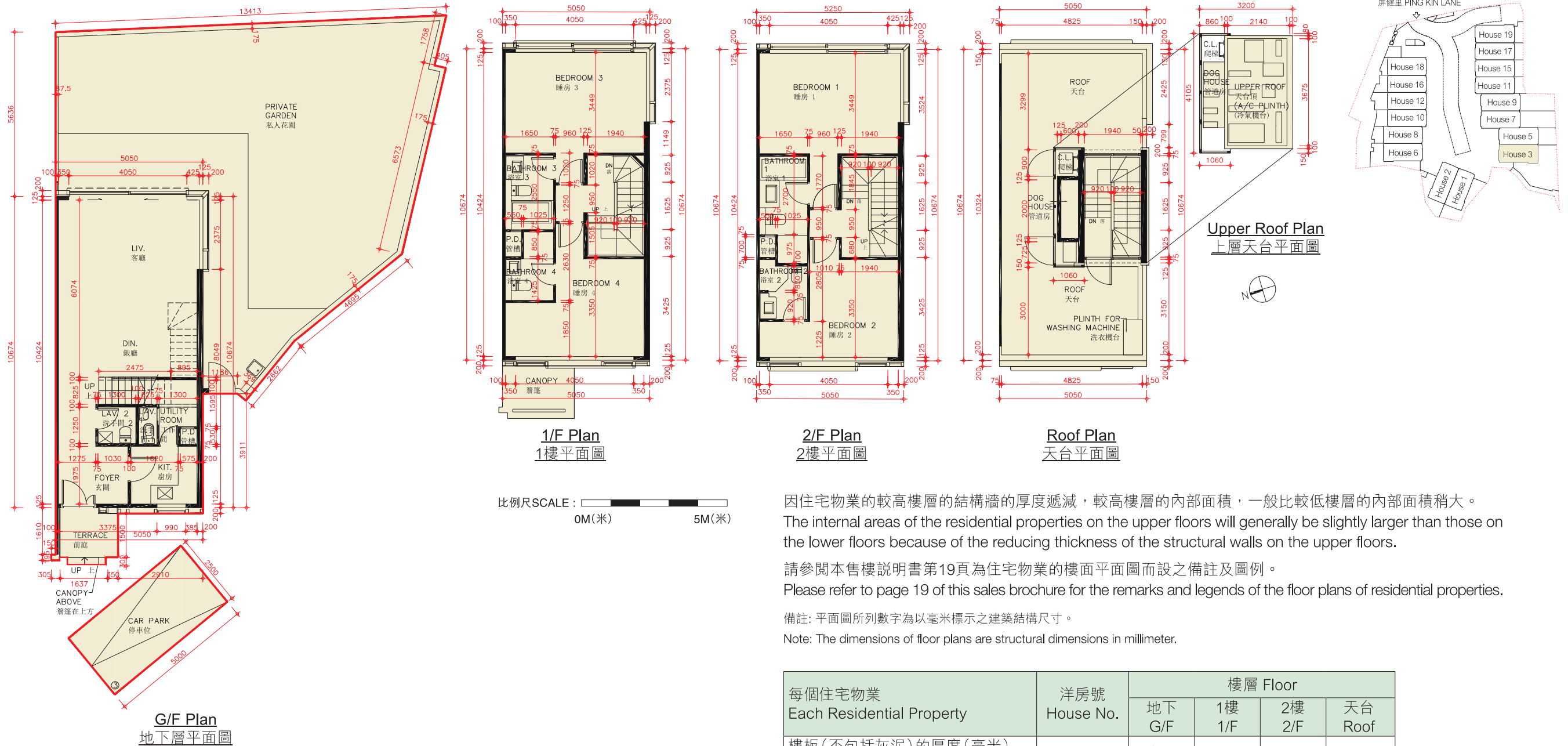
備註：平面圖所列數字為以毫米標示之建築結構尺寸。  
Note: The dimensions of floor plans are structural dimensions in millimeter.

每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	2	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 3號洋房平面圖 House 3 Floor Plans



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

請參閱本售樓說明書第19頁為住宅物業的樓面平面圖而設之備註及圖例。  
Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

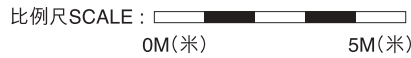
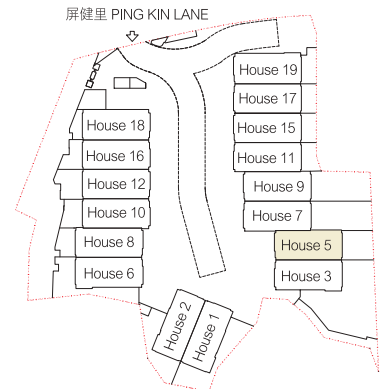
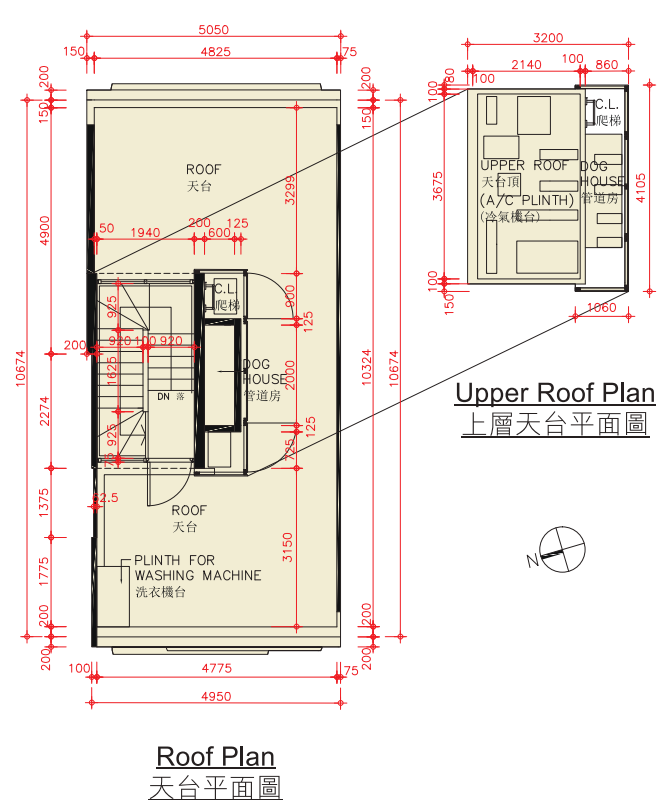
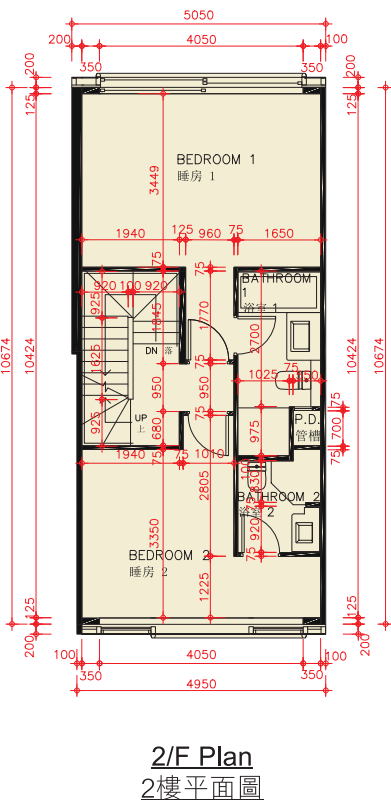
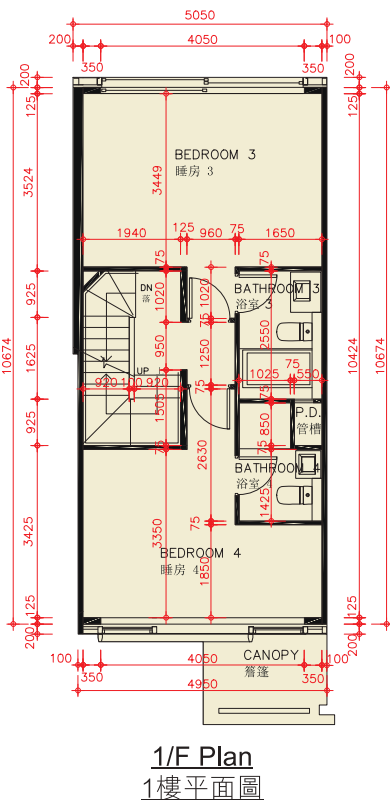
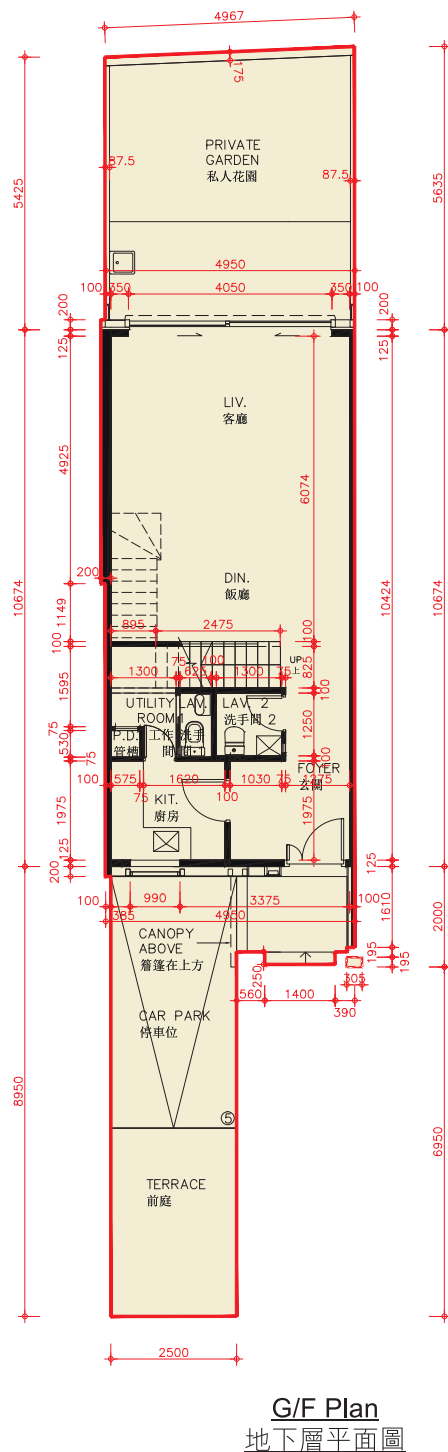
備註：平面圖所列數字為以毫米標示之建築結構尺寸。  
Note: The dimensions of floor plans are structural dimensions in millimeter.

每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	3	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 5號洋房平面圖 House 5 Floor Plans



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

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Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

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

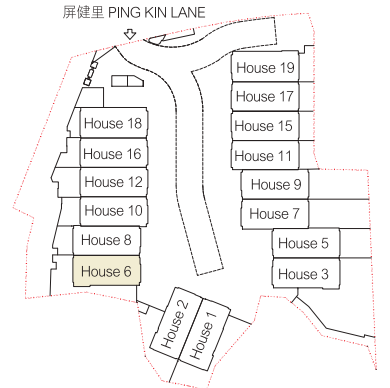
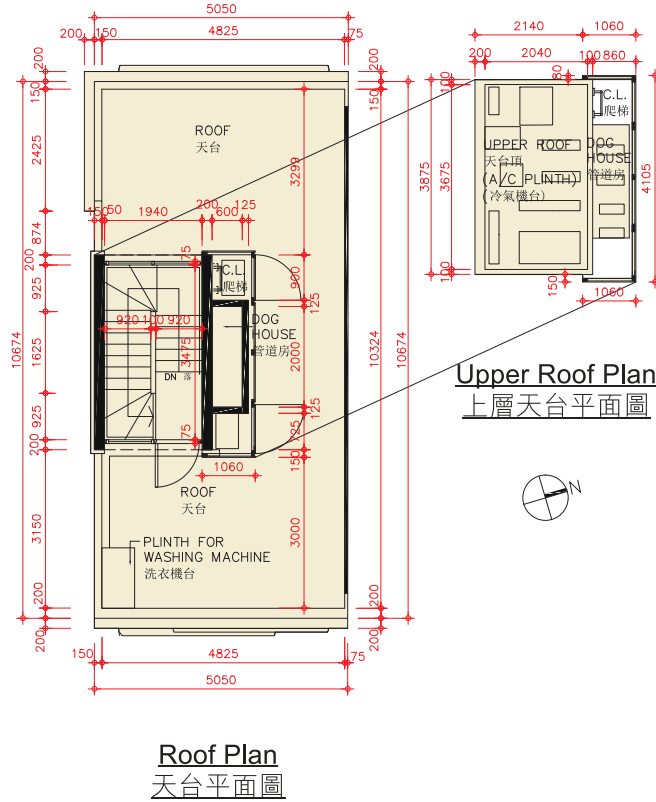
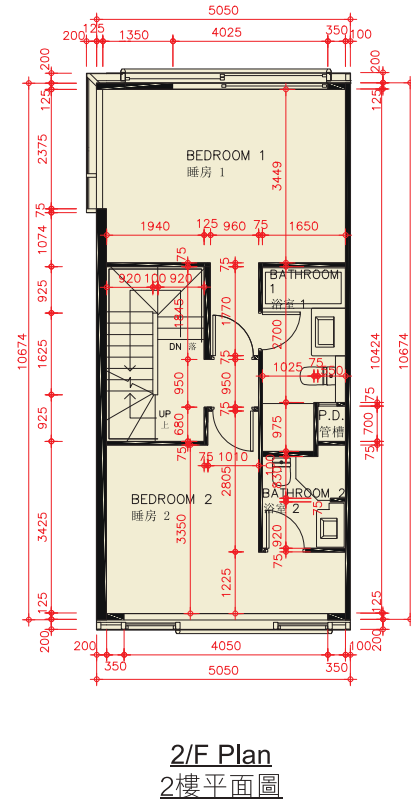
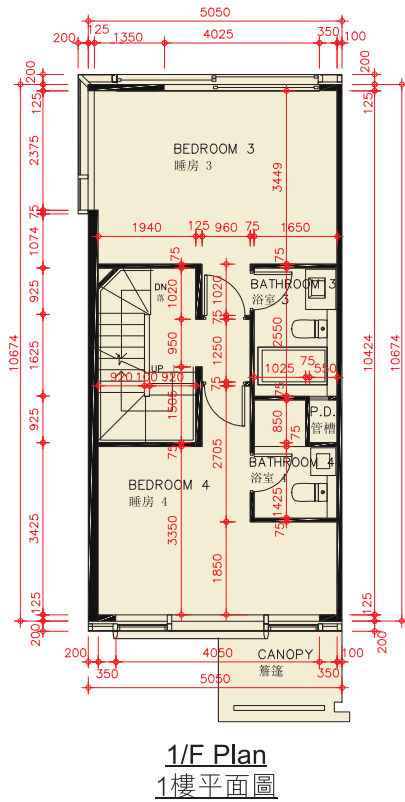
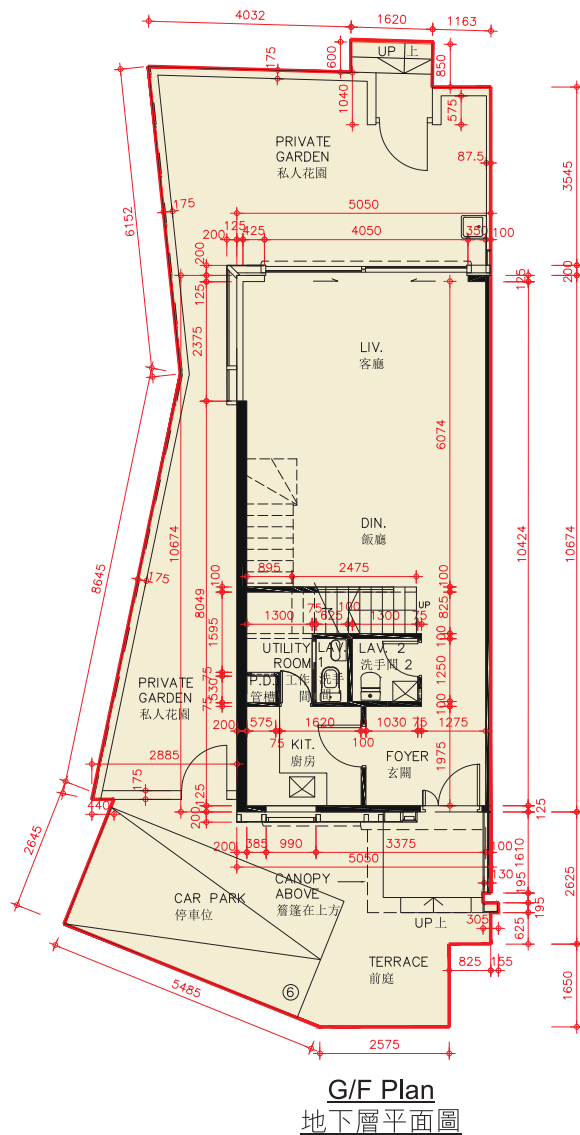
每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	5	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-



# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 6號洋房平面圖 House 6 Floor Plans



比例尺 SCALE : 0M(米) 5M(米)

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

請參閱本售樓說明書第19頁為住宅物業的樓面平面圖而設之備註及圖例。  
Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

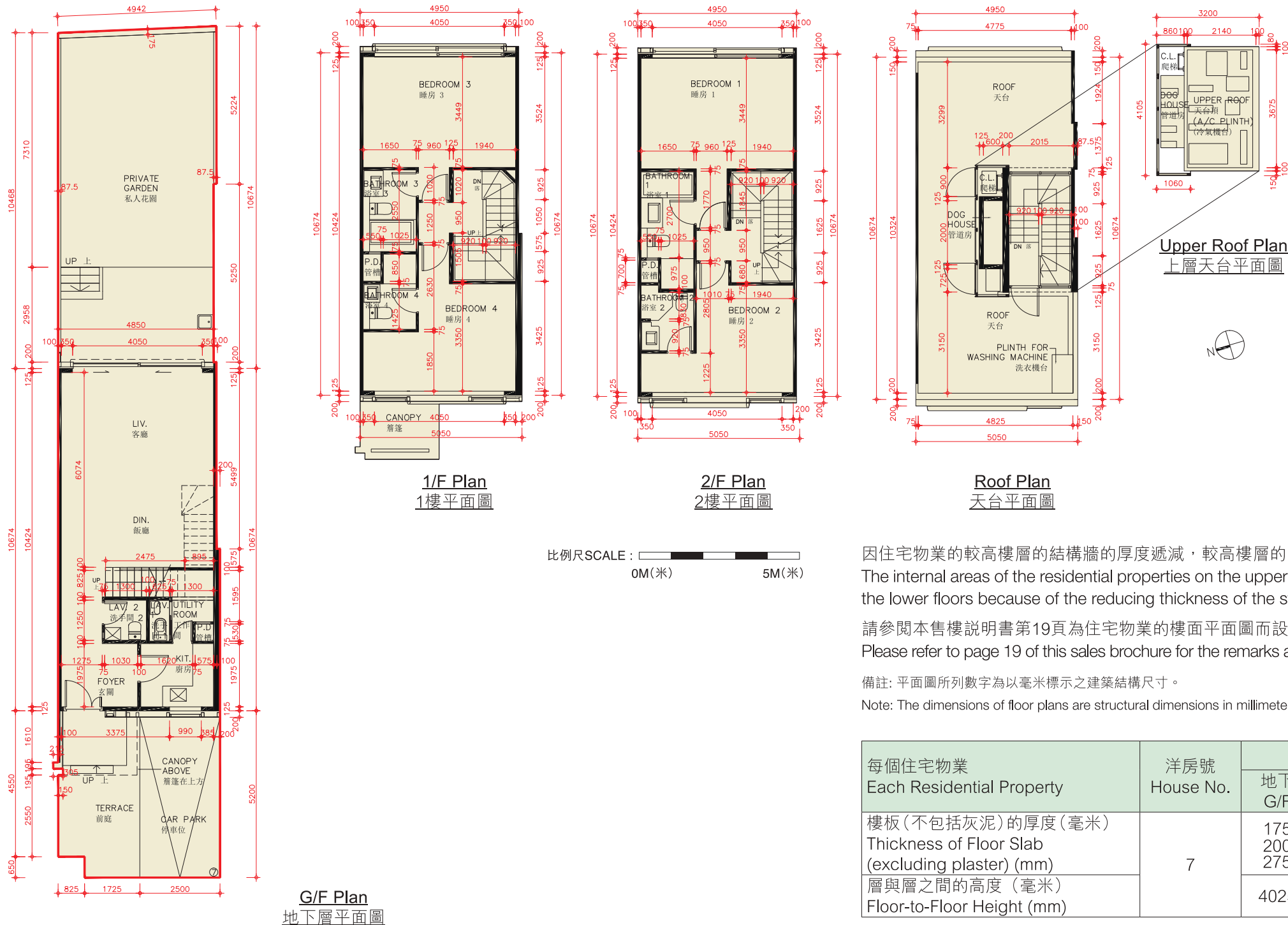
備註：平面圖所列數字為以毫米標示之建築結構尺寸。  
Note: The dimensions of floor plans are structural dimensions in millimeter.

每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	6	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 7號洋房平面圖 House 7 Floor Plans



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

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Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

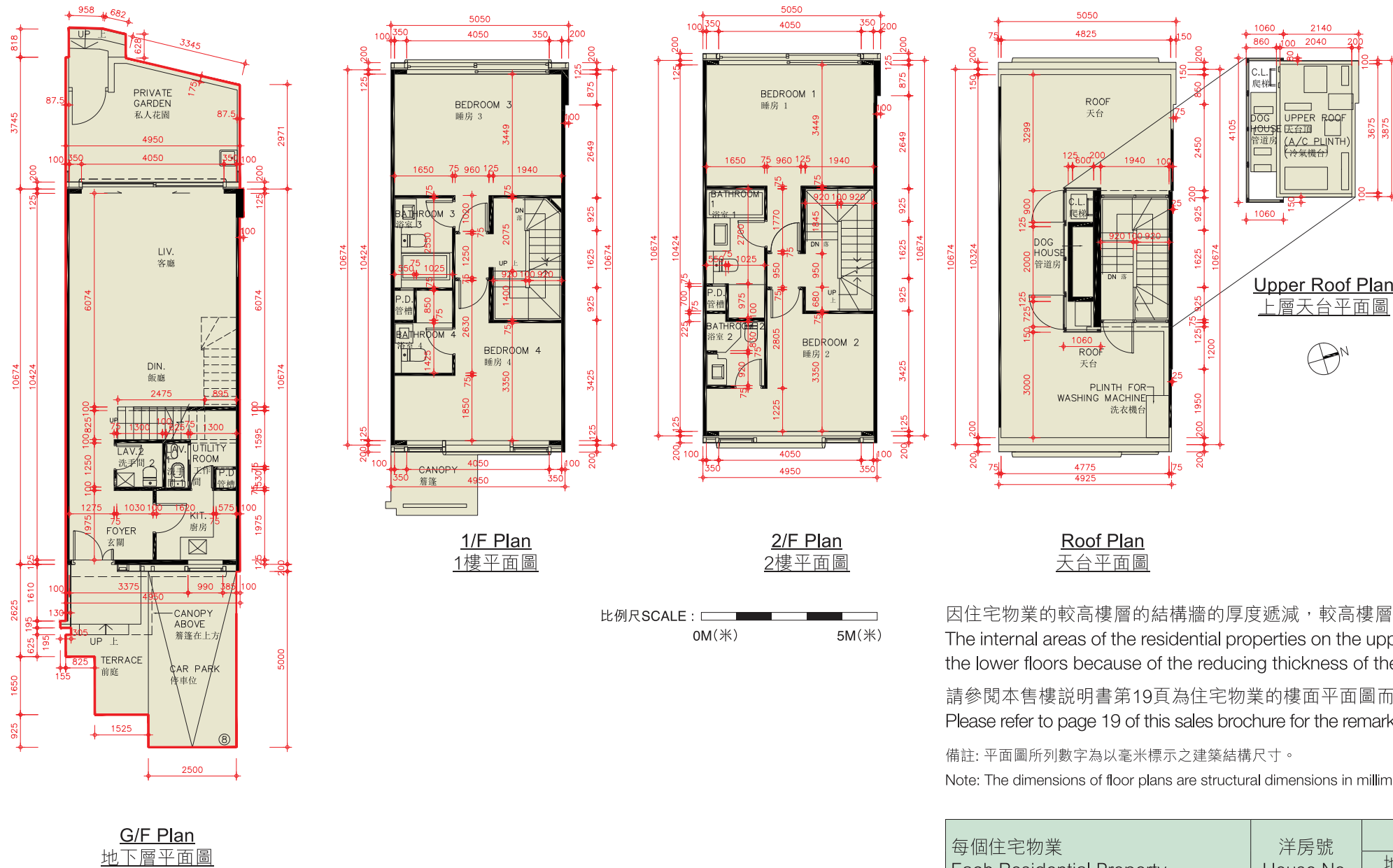
備註：平面圖所列數字為以毫米標示之建築結構尺寸。  
Note: The dimensions of floor plans are structural dimensions in millimeter.

每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	7	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 8號洋房平面圖 House 8 Floor Plans



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

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Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

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

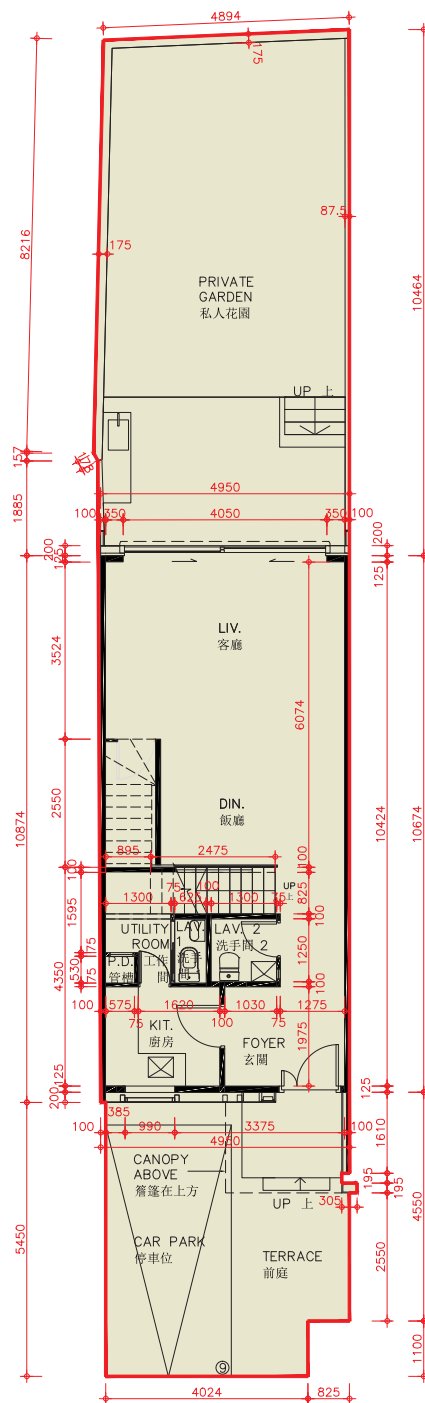
每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	8	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-



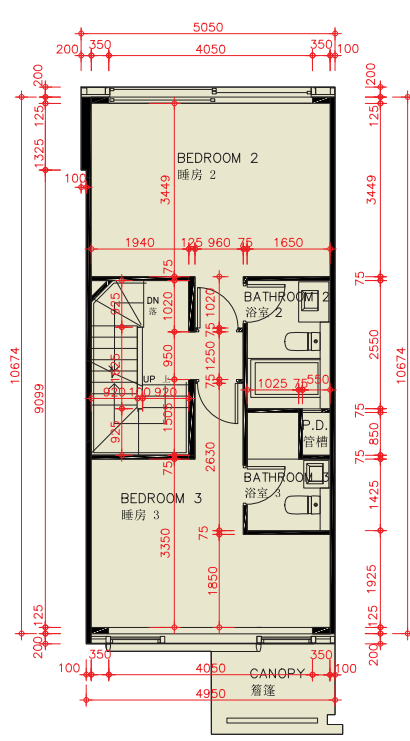
# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

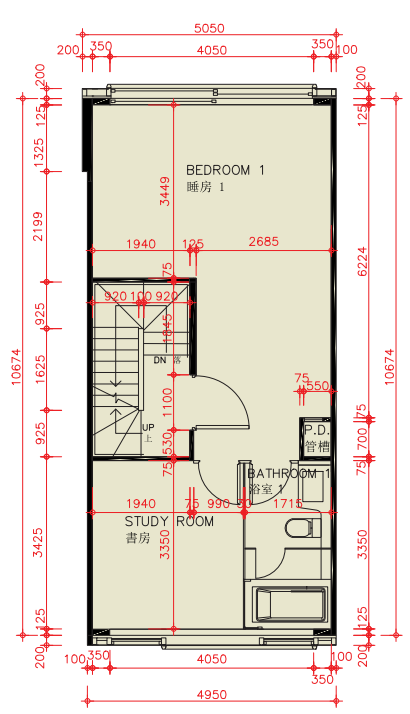
### 9號洋房平面圖 House 9 Floor Plans



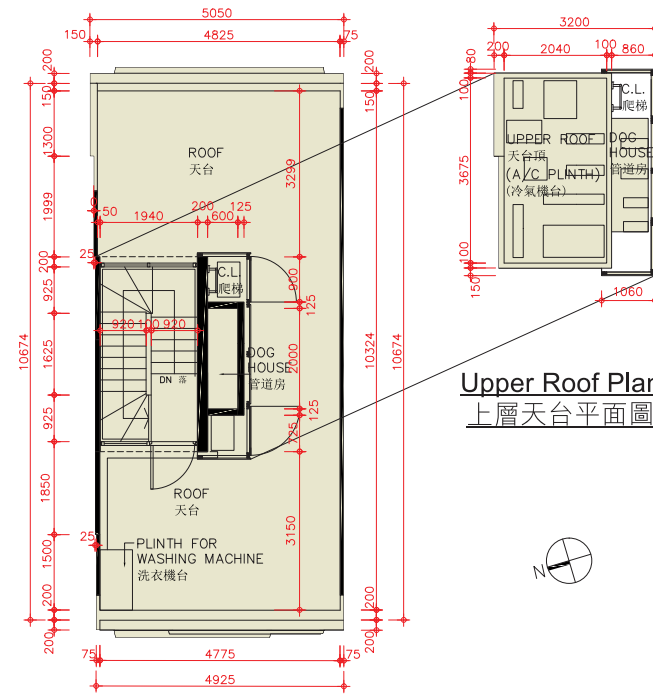
**G/F Plan**  
地下層平面圖



**1/F Plan**  
1樓平面圖

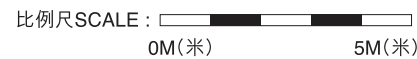
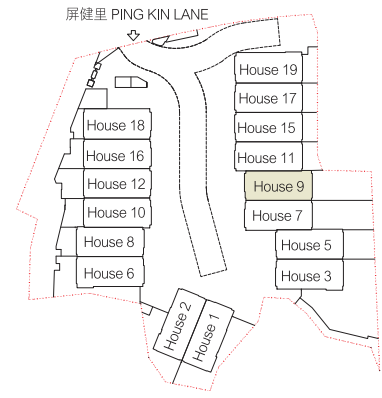


**2/F Plan**  
2樓平面圖



**Roof Plan**  
天台平面圖

**Upper Roof Plan**  
上層天台平面圖



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

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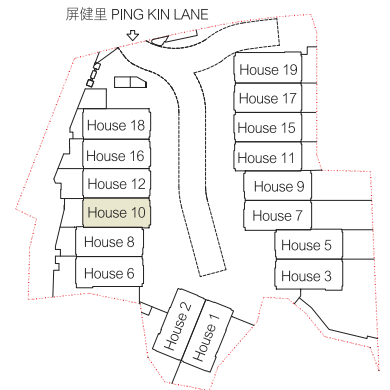
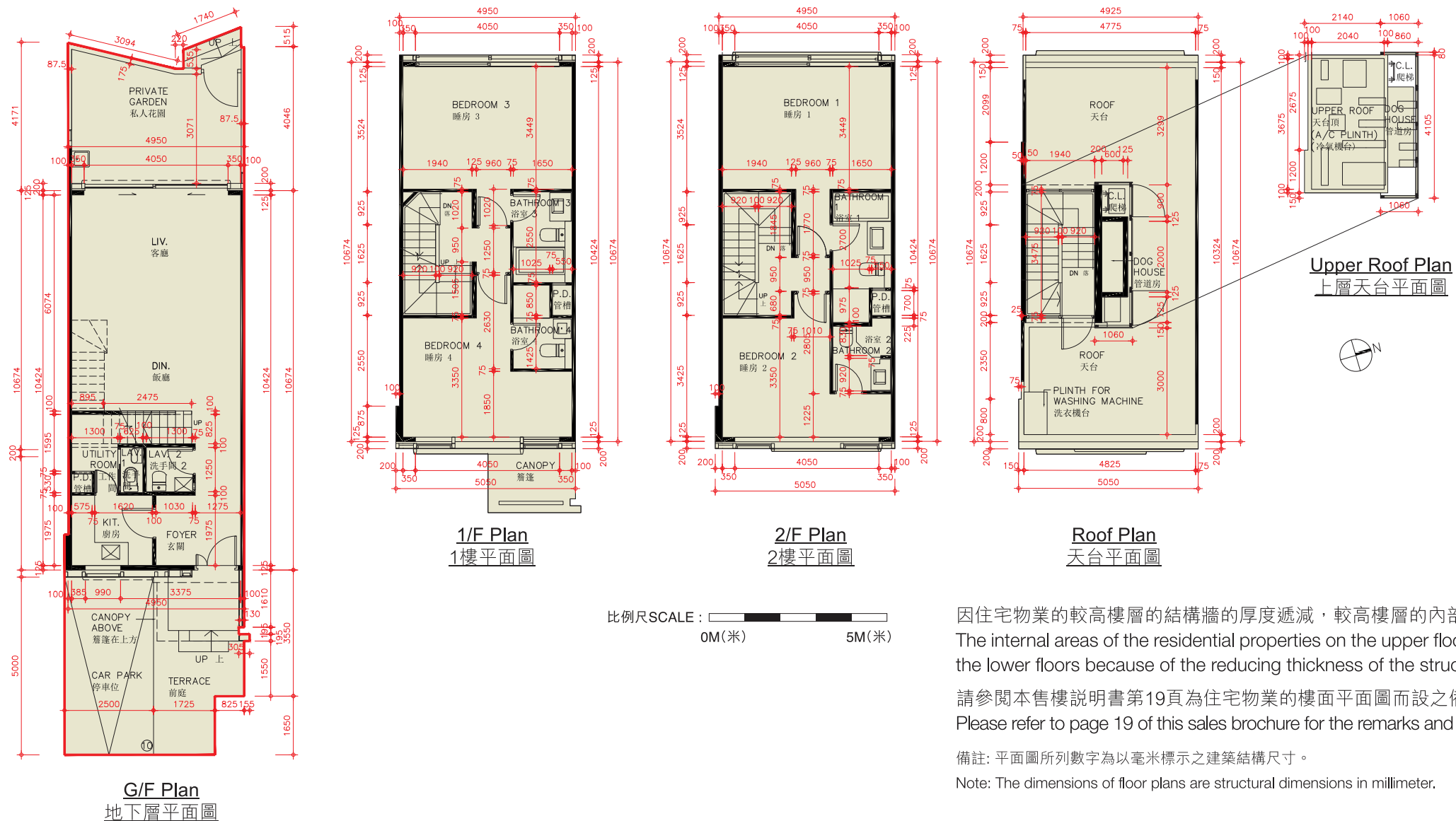
備註：平面圖所列數字為以毫米標示之建築結構尺寸。  
Note: The dimensions of floor plans are structural dimensions in millimeter.

每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	9	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 10號洋房平面圖 House 10 Floor Plans



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

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Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

備註：平面圖所列數字為以毫米標示之建築結構尺寸。

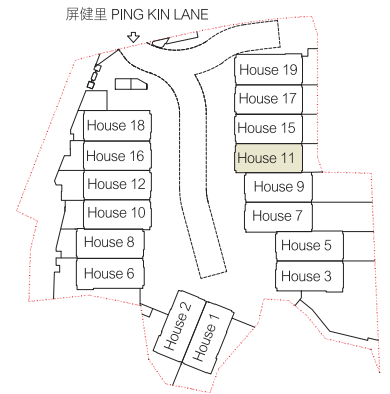
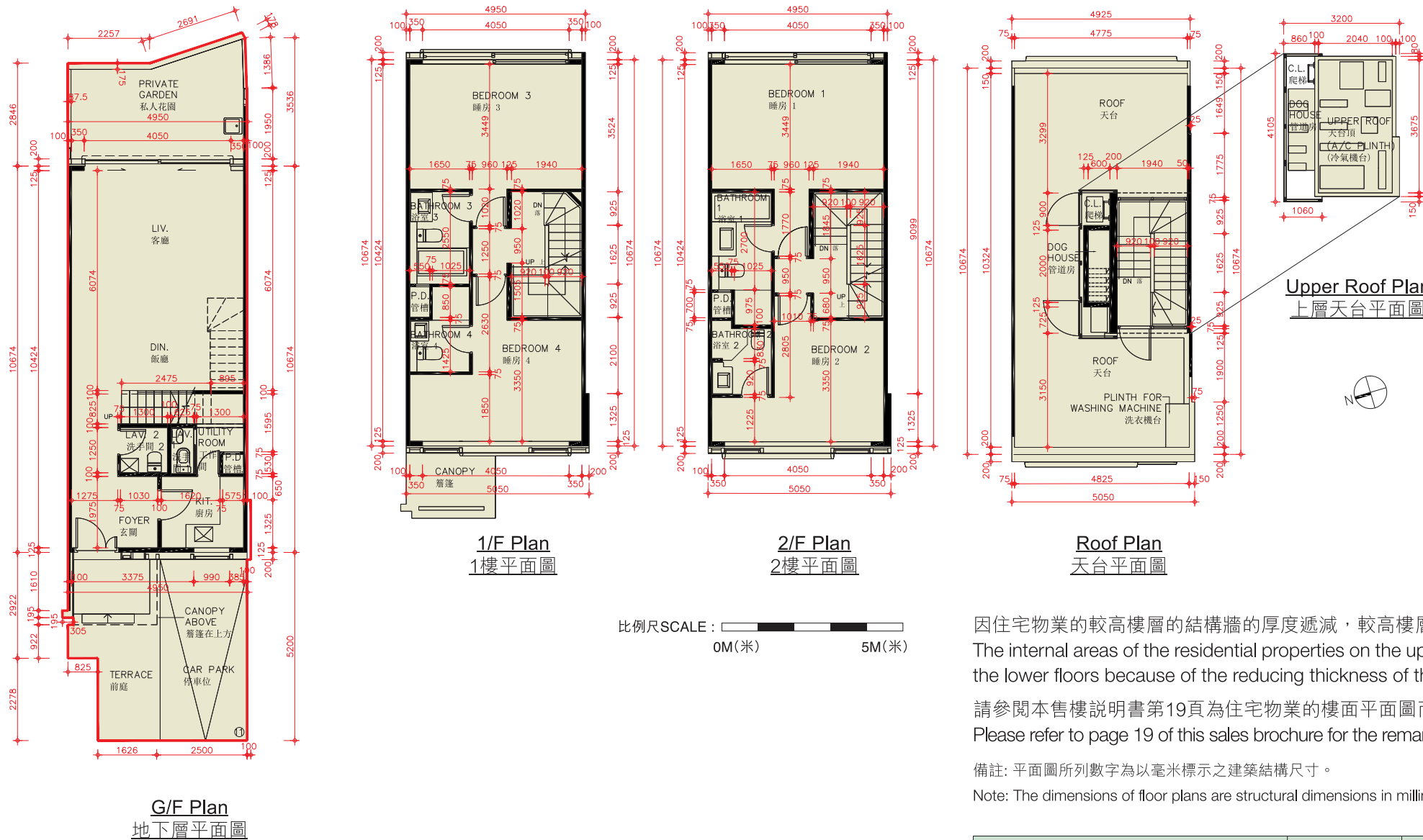
Note: The dimensions of floor plans are structural dimensions in millimeter.

每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	10	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 11號洋房平面圖 House 11 Floor Plans



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

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Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

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

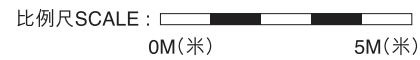
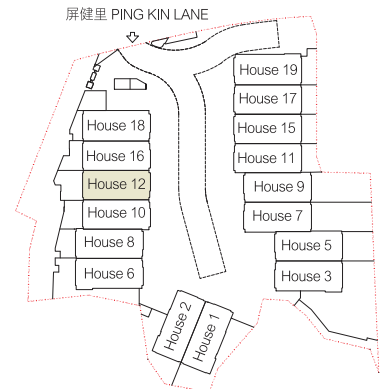
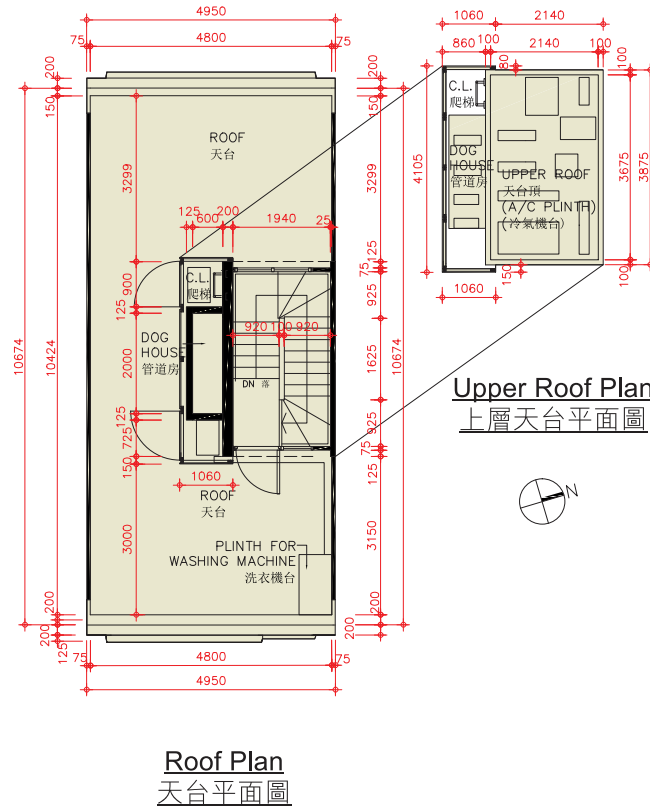
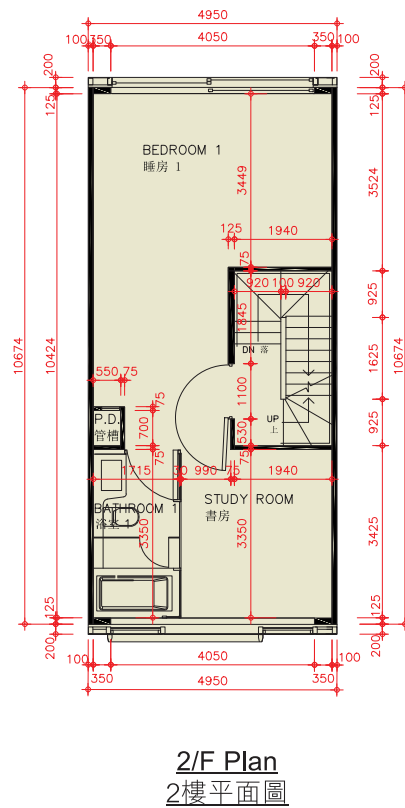
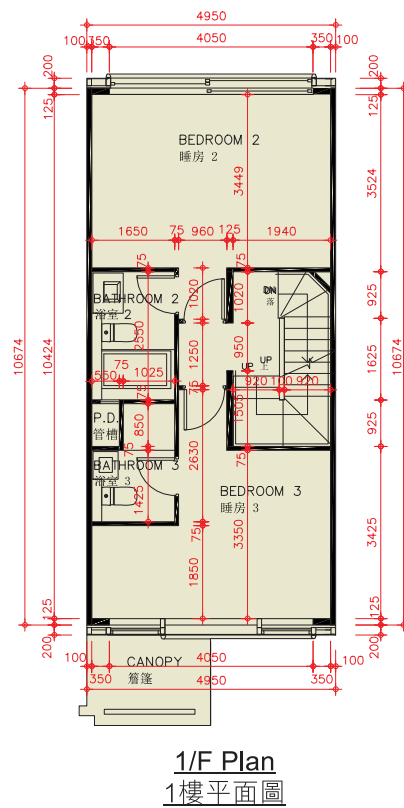
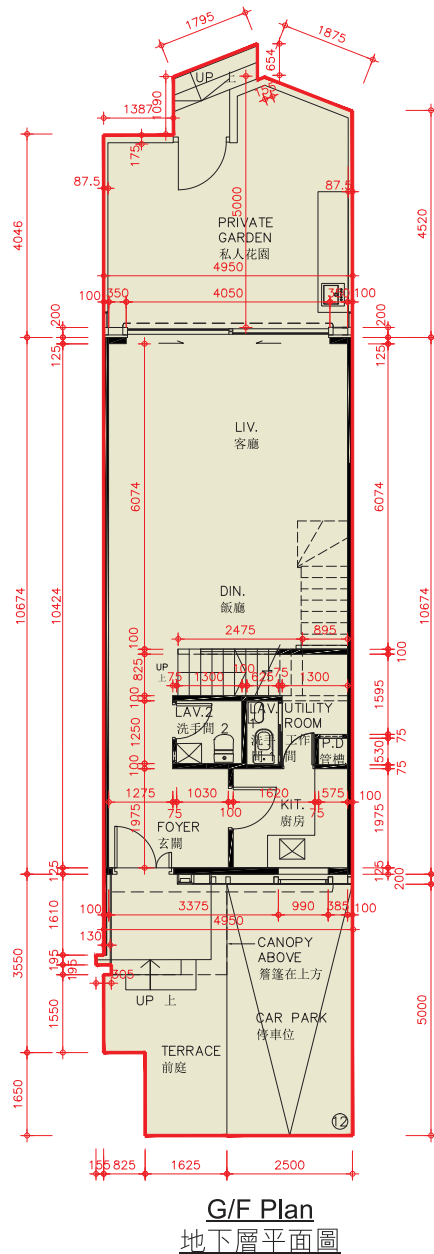
每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	11	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-



# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 12號洋房平面圖 House 12 Floor Plans



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

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Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

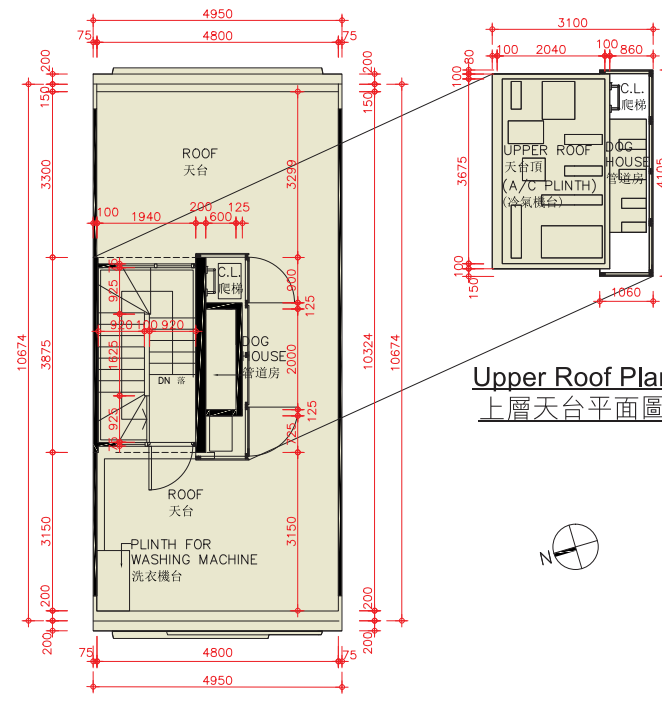
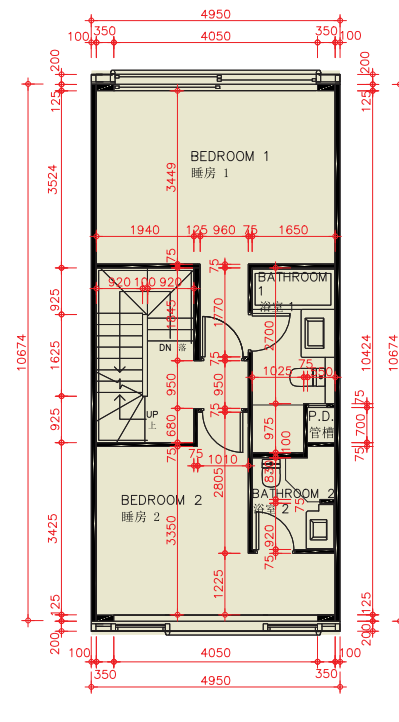
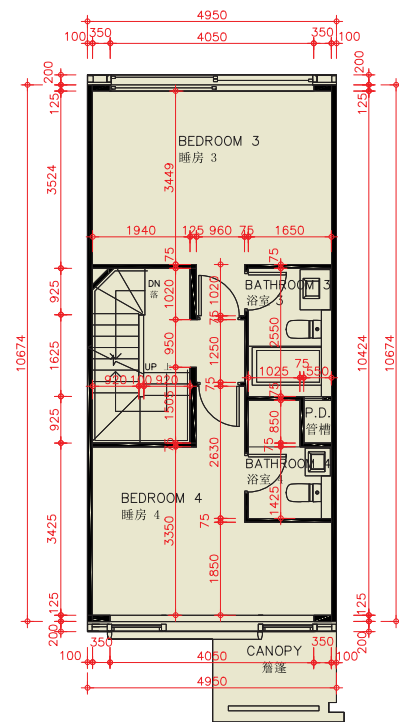
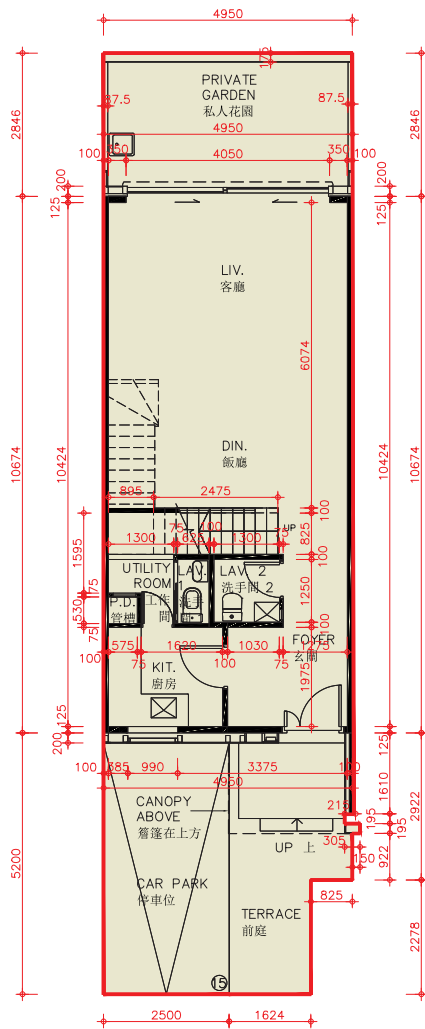
備註：平面圖所列數字為以毫米標示之建築結構尺寸。  
Note: The dimensions of floor plans are structural dimensions in millimeter.

每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	12	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-

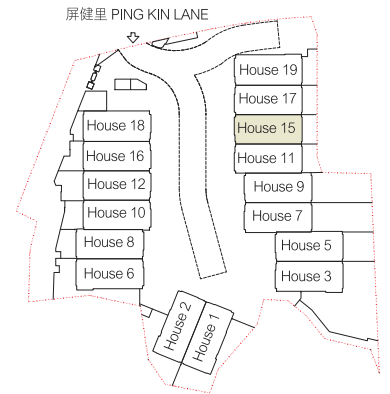
# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 15號洋房平面圖 House 15 Floor Plans



**Upper Roof Plan**  
上層天台平面圖



比例尺 SCALE : 0M(米) 5M(米)

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

請參閱本售樓說明書第19頁為住宅物業的樓面平面圖而設之備註及圖例。  
Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

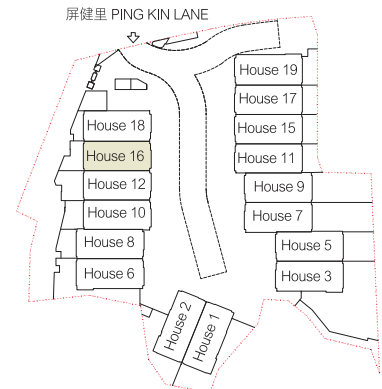
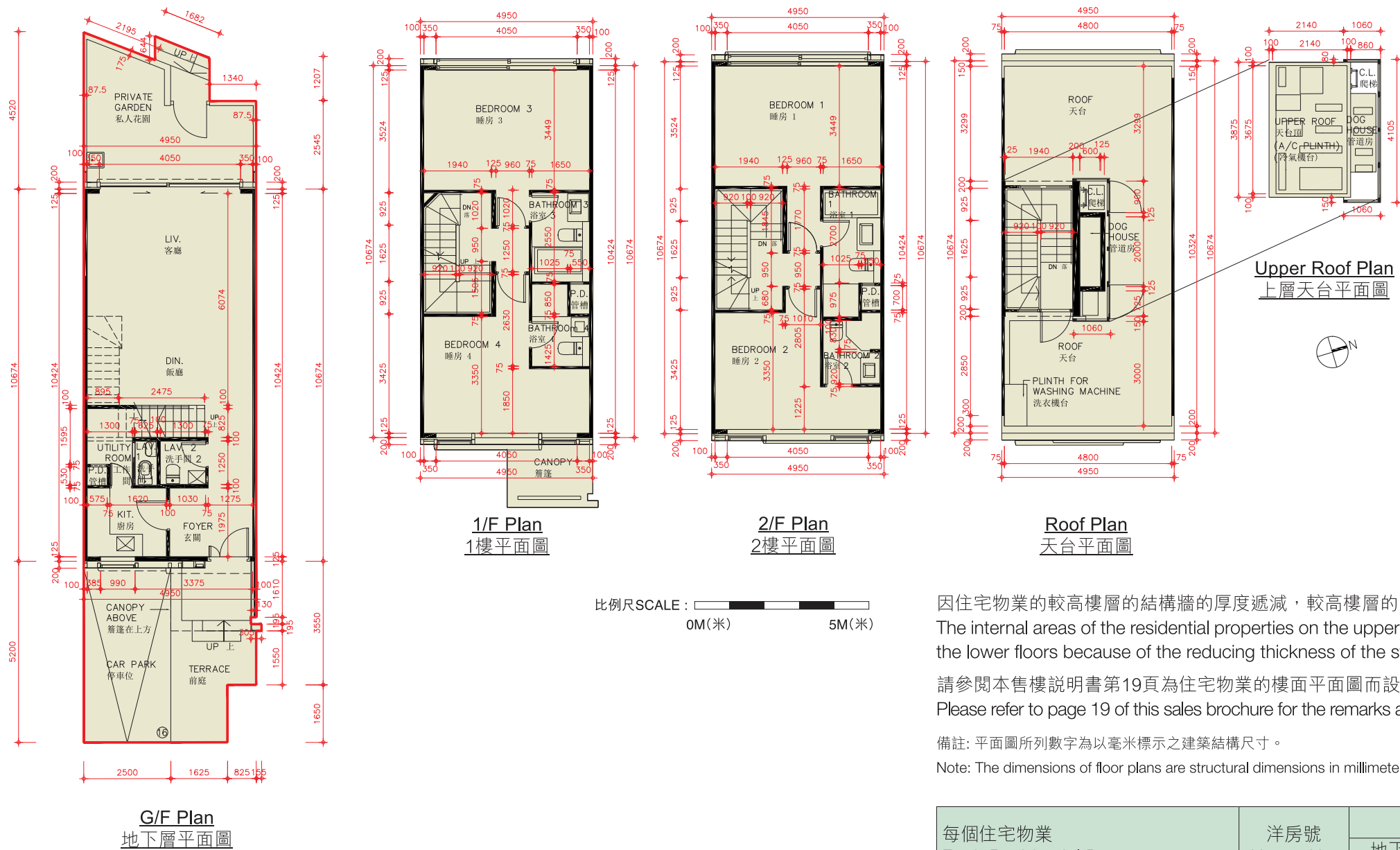
備註：平面圖所列數字為以毫米標示之建築結構尺寸。  
Note: The dimensions of floor plans are structural dimensions in millimeter.

每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板(不包括灰泥)的厚度(毫米) Thickness of Floor Slab (excluding plaster) (mm)	15	175, 200, 275	175, 200	175	-
層與層之間的高度(毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 16號洋房平面圖 House 16 Floor Plans



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

請參閱本售樓說明書第19頁為住宅物業的樓面平面圖而設之備註及圖例。  
Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

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

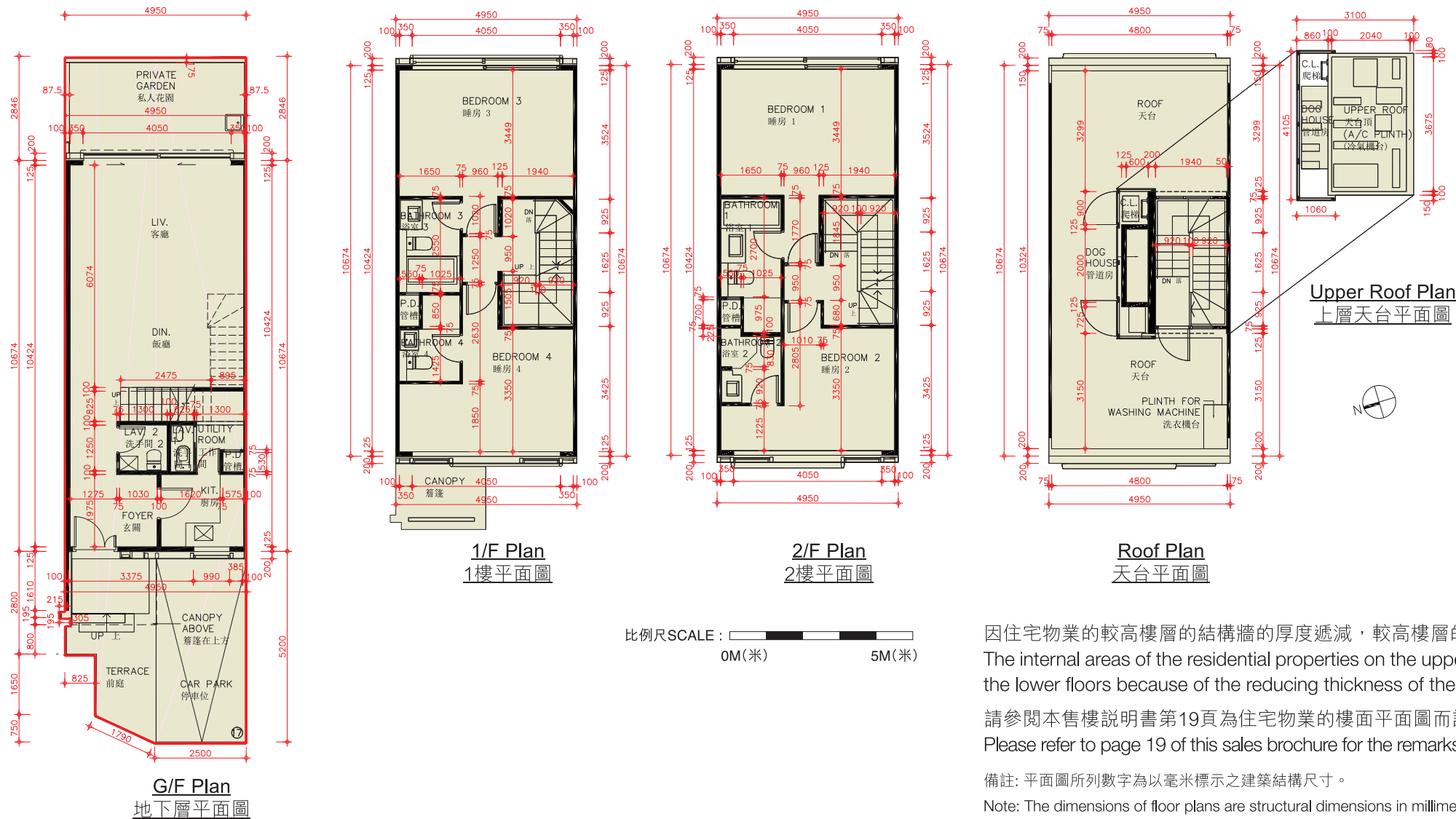
每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	16	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-



# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 17號洋房平面圖 House 17 Floor Plans



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

請參閱本售樓說明書第19頁為住宅物業的樓面平面圖而設之備註及圖例。  
Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

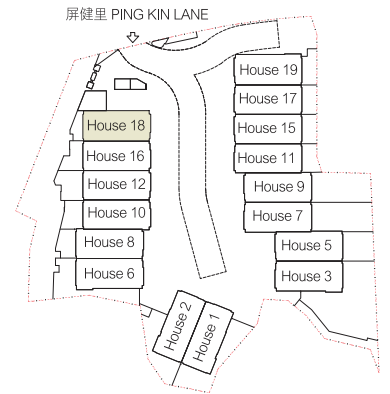
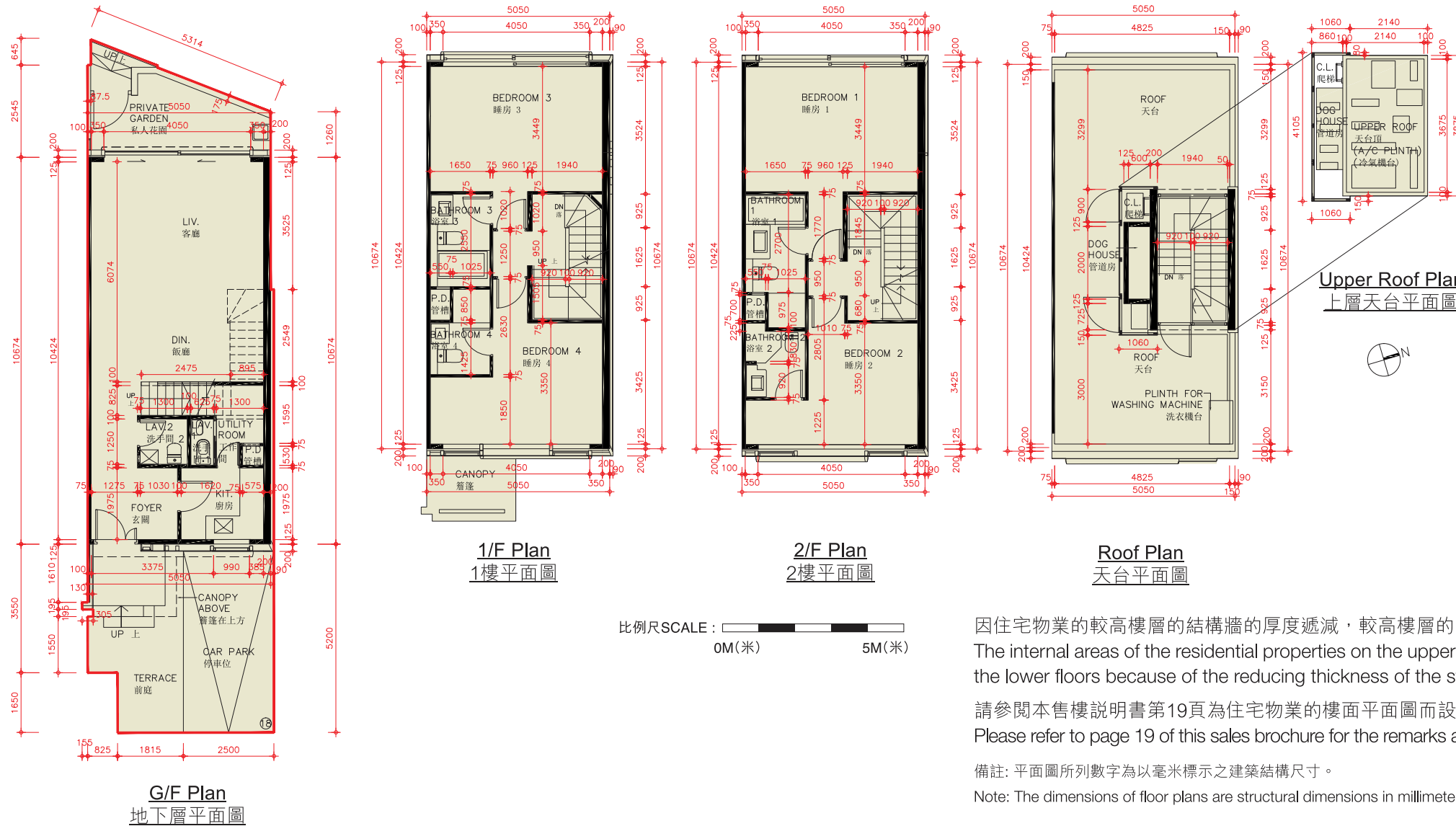
備註：平面圖所列數字為以毫米標示之建築結構尺寸。  
Note: The dimensions of floor plans are structural dimensions in millimeter.

每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	17	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 18號洋房平面圖 House 18 Floor Plans



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

請參閱本售樓說明書第19頁為住宅物業的樓面平面圖而設之備註及圖例。  
Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

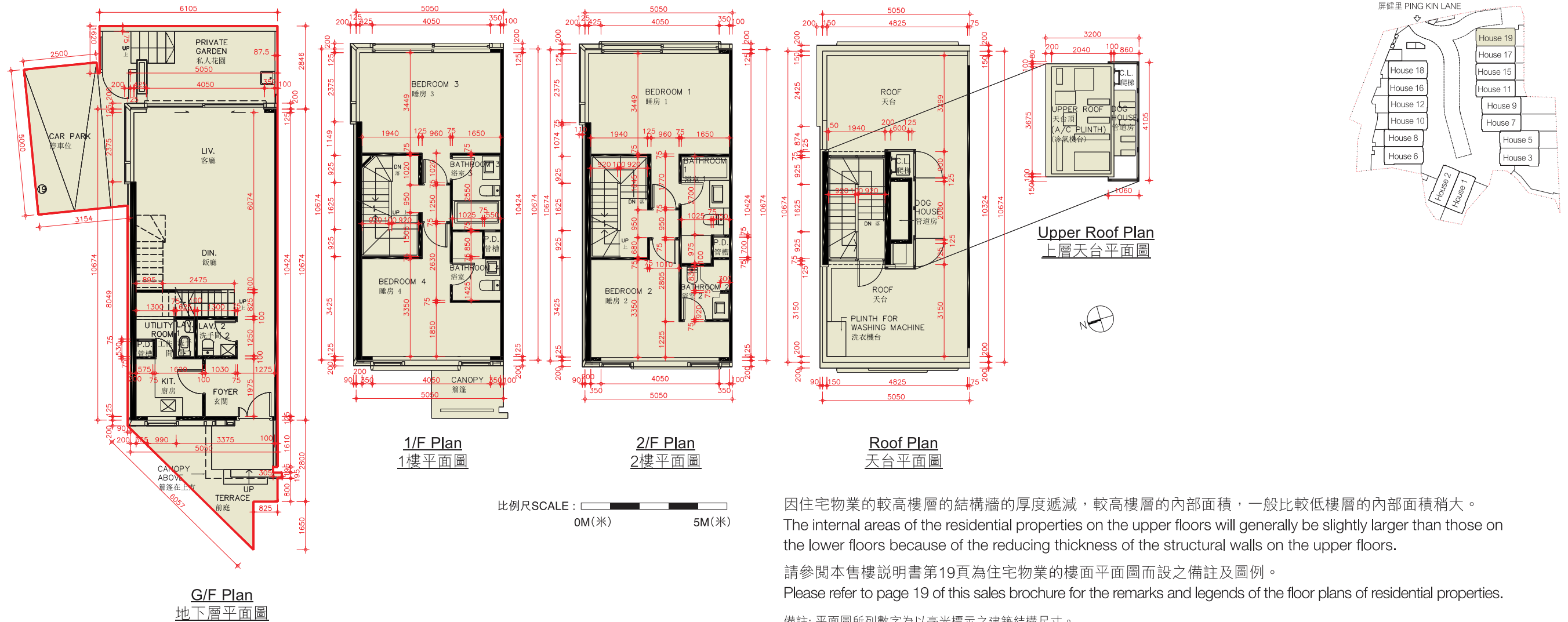
備註：平面圖所列數字為以毫米標示之建築結構尺寸。  
Note: The dimensions of floor plans are structural dimensions in millimeter.

每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	18	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-

# 10 發展項目的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 19號洋房平面圖 House 19 Floor Plans



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

請參閱本售樓說明書第19頁為住宅物業的樓面平面圖而設之備註及圖例。  
Please refer to page 19 of this sales brochure for the remarks and legends of the floor plans of residential properties.

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

每個住宅物業 Each Residential Property	洋房號 House No.	樓層 Floor			
		地下 G/F	1樓 1/F	2樓 2/F	天台 Roof
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)	19	175, 200, 275	175, 200	175	-
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)		4025	3325	3325	-



# 11 發展項目中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
物業名稱 Property Name	洋房號數 House Number		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
尚悅·天城 THE HAMPSTEAD REACH	1號洋房 House 1	169.584 (1825) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	39.054 (420)	12.500 (135)	40.183 (433)	6.742 (73)	15.000 (161)	—
	2號洋房 House 2	169.584 (1825) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	22.134 (238)	12.500 (135)	40.183 (433)	6.742 (73)	20.615 (222)	—
	3號洋房 House 3	169.584 (1825) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	102.406 (1102)	12.500 (135)	40.183 (433)	6.742 (73)	3.313 (36)	—
	5號洋房 House 5	166.170 (1789) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	24.680 (266)	12.500 (135)	40.025 (431)	6.742 (73)	13.003 (140)	—
	6號洋房 House 6	169.584 (1825) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	40.562 (437)	12.500 (135)	40.183 (433)	6.742 (73)	15.543 (167)	—
	7號洋房 House 7	166.170 (1789) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	48.548 (523)	12.500 (135)	40.121 (432)	6.742 (73)	11.940 (129)	—
	8號洋房 House 8	164.955 (1776) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	16.123 (174)	12.500 (135)	40.025 (431)	6.742 (73)	7.939 (85)	—
	9號洋房 House 9	165.090 (1777) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	47.359 (510)	12.500 (135)	40.025 (431)	6.742 (73)	12.747 (137)	—
	10號洋房 House 10	164.955 (1776) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	17.025 (183)	12.500 (135)	40.018 (431)	6.742 (73)	11.117 (120)	—
	11號洋房 House 11	165.090 (1777) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	12.824 (138)	12.500 (135)	40.018 (431)	6.742 (73)	10.598 (114)	—

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

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

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

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

# 11 發展項目中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
物業名稱 Property Name	洋房號數 House Number		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
尚悅·天城 THE HAMPSTEAD REACH	12號洋房 House 12	164.595 (1772) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	21.367 (230)	12.500 (135)	40.021 (431)	6.742 (73)	10.615 (114)	—
	15號洋房 House 15	164.595 (1772) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	11.801 (127)	12.500 (135)	40.021 (431)	6.742 (73)	10.094 (109)	—
	16號洋房 House 16	164.595 (1772) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	15.699 (169)	12.500 (135)	40.021 (431)	6.742 (73)	10.614 (114)	—
	17號洋房 House 17	164.595 (1772) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	11.800 (127)	12.500 (135)	40.021 (431)	6.742 (73)	9.388 (101)	—
	18號洋房 House 18	168.009 (1808) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	9.134 (98)	12.500 (135)	40.183 (433)	6.742 (73)	11.562 (124)	—
	19號洋房 House 19	169.638 (1826) 露台 Balcony: - 工作平台 Utility Platform: -	—	—	—	—	12.742 (137)	12.500 (135)	40.183 (433)	6.742 (73)	14.761 (159)	—

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

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

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

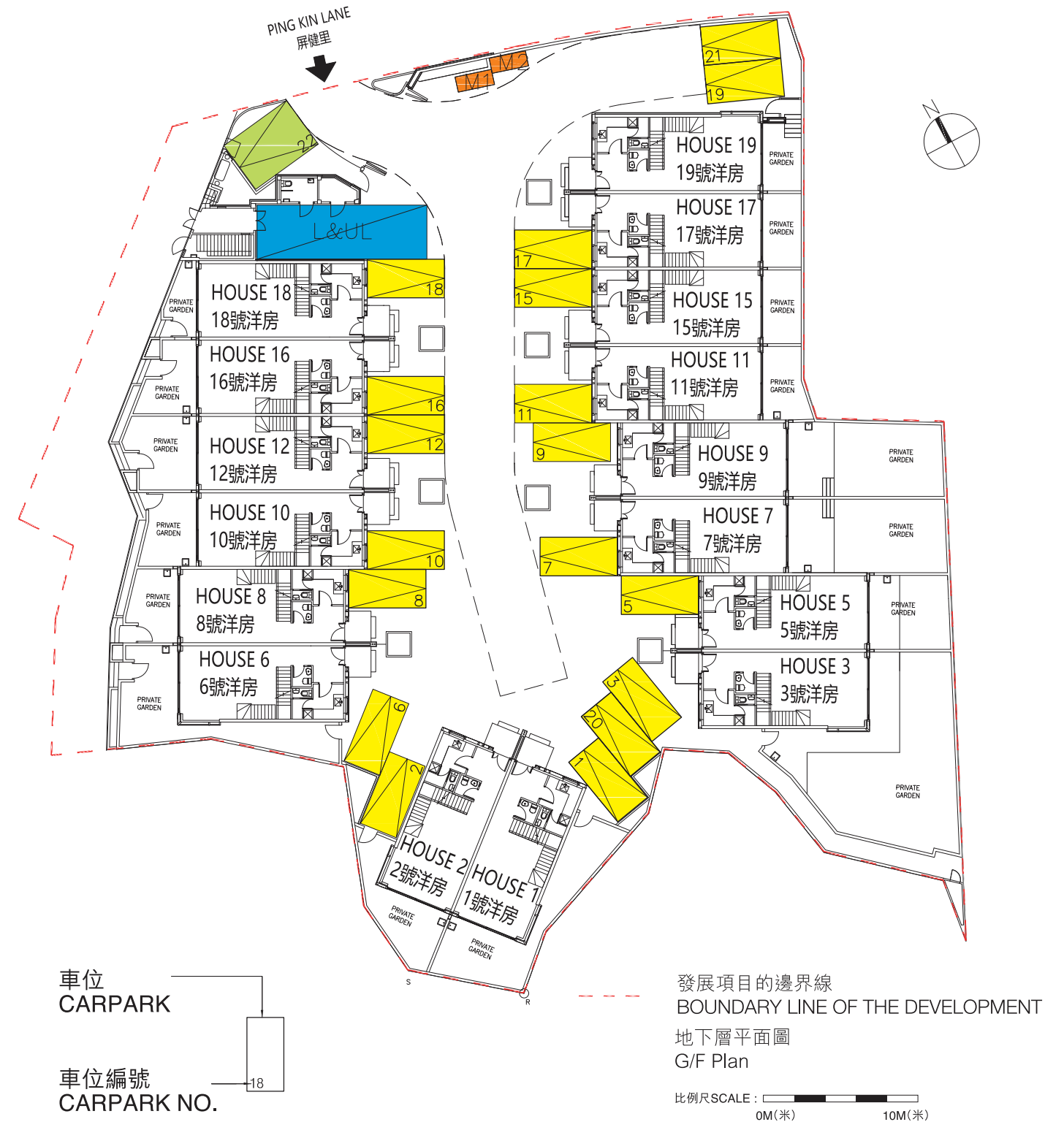
Note: Areas in metres specified above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

# 12 發展項目中的停車位的樓面平面圖

## FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

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

停車位類別 Types of Parking Spaces	位置 Location	數量 No.	車位編號 Carpark Number	尺寸(長X闊)(米) Dimension (L X W)(m)	每個停車位面積 (平方米) Area of each parking space (sq.m.)
住客車位 Residential Parking Space	地下 G/F	18	1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21	5.0 x 2.5	12.5
訪客車位/暢通易達車位 Visitor/ Accessible Parking Space	地下 G/F	1	22	5.0 x 3.5	17.5
電車車位 Motor Cycle Parking Space	地下 G/F	2	M1, M2	2.4 x 1	2.4
上落貨車位 Loading & Unloading Parking Space	地下 G/F	1	L & UL	11 x 3.5	38.5





## 13 臨時買賣合約的摘要

### SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

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

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

## 14 公契的摘要

### SUMMARY OF DEED OF MUTUAL COVENANT

#### 1. 發展項目的公用部分

「公用地方與設施」統指公用地方與公用設施。

「公用地方」指擬供屋苑整體而並非只供任何個別單位或其任何部分公用及共享的屋苑部分，受制於公契條款及所有現存的權利及通行權，每位擁有人及佔用人可與屋苑所有其他擁有人及佔用人共用該等部分，當中包括但不限於：-

- (a) 不屬於或構成單位一部分的地基、柱、樑、樓板及其他結構性支承物及元素；
- (b) 護土牆；
- (c) 提供安裝或使用天線廣播分導或電訊網絡設施的地方；
- (d) 粉紅色加紅斜線範圍；
- (e) 警衛室；
- (f) 根據批地文件第(15)條特別批地條款設置的園景區；
- (g) 根據批地文件第(16)(a)條特別批地條款提供的看守員及管理員的辦公室（如有的話）；
- (h) 根據批地文件第(17)(a)條特別批地條款提供的看守員及管理員的宿舍（如有的話）；
- (i) 根據批地文件第(18)(a)條特別批地條款提供予業主立案法團或業主委員會使用的辦事處（如有的話）；
- (j) 暢通易達車位/訪客車位；
- (k) 上落車位；
- (l) 獨立及緊接地段邊界的屋苑外牆（包括石材面板/面板範圍，18號洋房及19號洋房外牆之石材面板則除外）並包括在附於公契的圖則上顯示為公用地方的部分。為免生疑問，屬於1號洋房、2號洋房、3號洋房、5號洋房、6號洋房、7號洋房、9號洋房、11號洋房、15號洋房、17號洋房及19號洋房一部分的圍牆（包括其內外兩面）並緊接地段邊界部分並不屬於公用地方；
- (m) 由首位擁有人提供給中華電力有限公司存放其掛柱式變壓器、電纜設備及所有為屋苑提供電力的相關及附屬電力裝置、設備及設施的屋苑部分；
- (n) 所有在附於公契的圖則上顯示為公用地方的部分；及
- (o) 由首位擁有人在任何時候根據按公契條款召開的業主會議中通過的業主決議指定用作公用地方的其他額外部分，惟每個公用地方在適用的情況下包括以下適當及相關公用部分：(i)《建築物管理條例》第2條(a)段所解釋的“公用部分”；或(ii)《建築物管理條例》附表1訂明並包含在第2條(b)段解釋的“公用部分”。

「公用設施」指擬供屋苑整體而並非只供任何個別單位或其任何部分公用及共享的屋苑設施，受制於公契條款，每位擁有人及佔用人可與屋苑所有其他擁有人及佔用人共用該等設施，當中包括但不限於公共天線、所有訊號接收器、污水管、排水渠、雨水渠、水道、電纜、水管、電線、管槽、總沖廁水管、總食水管、基於保安理由而設的閉路電視及其他設施及設備、機械設備和其他類似的裝置、設施或服務、掛柱式變壓器、電纜設備及為屋苑提供電力的所有相關及附屬設備及設施，以及由首位擁有人在任何時候根據按公契條款召開的業主會議中通過的業主決議指定用作公用設施的其他額外裝置及設施。

#### 2. 分配予發展項目中的每個住宅物業的不可分割份數的數目

洋房及車位	不分割份數
1號洋房連梯屋、天台、前庭、私人花園及車位編號1	190/3,200
2號洋房連梯屋、天台、前庭、私人花園及車位編號2	190/3,200
3號洋房連梯屋、天台、前庭、私人花園及車位編號3	196/3,200
5號洋房連梯屋、天台、前庭、私人花園及車位編號5	185/3,200
6號洋房連梯屋、天台、前庭、私人花園及車位編號6	191/3,200
7號洋房連梯屋、天台、前庭、私人花園及車位編號7	187/3,200
8號洋房連梯屋、天台、前庭、私人花園及車位編號8	182/3,200
9號洋房連梯屋、天台、前庭、私人花園及車位編號9	186/3,200
10號洋房連梯屋、天台、前庭、私人花園及車位編號10	183/3,200
11號洋房連梯屋、天台、前庭、私人花園及車位編號11	183/3,200
12號洋房連梯屋、天台、前庭、私人花園及車位編號12	184/3,200
15號洋房連梯屋、天台、前庭、私人花園及車位編號15	183/3,200
16號洋房連梯屋、天台、前庭、私人花園及車位編號16	183/3,200
17號洋房連梯屋、天台、前庭、私人花園及車位編號17	182/3,200
18號洋房連梯屋、天台、前庭、私人花園及車位編號18	185/3,200
19號洋房連梯屋、天台、前庭、私人花園及車位編號19	188/3,200

\*備註：不設4號洋房、13號洋房及14號洋房。

#### 3. 發展項目的管理人的委任年期

管理人首屆任期由簽訂公契日期起計兩年，其後續任至按公契的條文終止管理人的委任為止。

#### 4. 在發展項目中的住宅物業的擁有人之間分擔管理開支的計算基準

每個單位的擁有人應在每個曆月首日預繳按管理預算案其應繳的年度開支份額的十二份之一的管理費，以分擔發展項目的管理開支（包括管理人酬金）。該應付的份額比例，應與分配給該擁有人單位的管理份數佔分配給發展項目內所有單位的總管理份數的比例相同。

#### 5. 計算管理費按金的基準

管理費按金相等於擁有人就其單位按首個年度管理預算案釐定而須繳的三個月管理費。

#### 6. 賣方在發展項目中保留作自用的範圍（如有的話）

不適用。

註：

- 1. 除本售樓說明書另有定義外，本公契的摘要中使用的定義詞語具有其在公契中的相同涵義。
- 2. 請查閱公契以了解全部詳情。完整的公契可於售樓處開放時間內免費查閱，並且可支付所需影印費用後取得公契的副本。

## 14 公契的摘要

### SUMMARY OF DEED OF MUTUAL COVENANT

#### 1. The common parts of the development

“Common Areas and Facilities” means collectively the Common Areas and the Common Facilities.

“Common Areas” those parts of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular Unit or any particular part thereof and which are subject to the provisions of the Deed of Mutual Covenant and all subsisting rights and rights of way to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate which said parts include but not limited to: -

- (a) the foundations, columns, beams and other structural supports and elements that do not belong to or form part of a Unit;
- (b) the Retaining Walls;
- (c) the areas for the installation or use of aerial broadcast distribution or telecommunications network facilities;
- (d) the Pink Hatched Red Area;
- (e) the guard house;
- (f) the landscaped areas in accordance with Special Condition No.(15) of the Government Grant;
- (g) office accommodation, if any, for watchmen and caretakers provided in accordance with Special Condition No.(16)(a) of the Government Grant;
- (h) quarters, if any, for watchmen and caretakers provided in accordance with Special Condition No.(17)(a) of the Government Grant;
- (i) office, if any, for the use of the Owners’ Incorporation or the Owners’ Committee provided in accordance with Special Condition No.(18)(a) of the Government Grant;
- (j) the Accessible Parking Space / Visitors’ Parking Space;
- (k) the Loading and Unloading Space;
- (l) the external walls (including the stone cladding/cladding areas thereof save and except the stone cladding on the external walls of House 18 and House 19) of the Estate standing alone and contiguous to the lot boundary and includes such area shown as Common Areas on the plans annexed to the Deed of Mutual Covenant. For the avoidance of doubt, those parts of the fence walls (including the interior and exterior surfaces thereof) forming part of House 1, House 2, House 3, House 5, House 6, House 7, House 9, House 11, House 15, House 17 and House 19 and contiguous to the lot boundary do not form parts of the Common Areas;
- (m) such areas of the Estate as provided by the First Owner to CLP Power Hong Kong Limited to house its pole-mounted transformer, cable accommodations and all associated and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate;
- (n) all those areas shown as the Common Areas on the plans annexed to the Deed of Mutual Covenant; and
- (o) such additional areas of the Estate as may at any time be designated as the Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners’ meeting convened in accordance with the provisions of the Deed of Mutual Covenant PROVIDED THAT each of which Common Areas shall, where applicable, include those appropriate and relevant common parts (i) covered by paragraph (a) of the definition of “common parts” set out in section 2 of the BMO; or (ii) specified in Schedule 1 to the BMO and included under paragraph (b) of the definition of “common parts” set out in section 2 of the BMO.

“Common Facilities” means all those facilities of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular Unit which are subject to the provisions of the Deed of Mutual Covenant to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate and includes but not limited to communal aerial, all signal receivers, sewers, drains, storm water drains, water-courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, CCTV and other facilities and equipments for security purposes, plant and machinery and other like installations, facilities or services, the pole-mounted transformer, cable accommodations and all associated and ancillary equipment and facilities for the supply of electricity to the Estate and such additional devices and facilities of the Estate as may at any time be designated as Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners’ meeting convened in accordance with the provisions of the Deed of Mutual Covenant.

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

House and Parking Space	Undivided Shares
House 1 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.1	190/3,200
House 2 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.2	190/3,200
House 3 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.3	196/3,200
House 5 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.5	185/3,200
House 6 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.6	191/3,200
House 7 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.7	187/3,200
House 8 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.8	182/3,200
House 9 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.9	186/3,200
House 10 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.10	183/3,200
House 11 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.11	183/3,200
House 12 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.12	184/3,200
House 15 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.15	183/3,200
House 16 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.16	183/3,200
House 17 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.17	182/3,200
House 18 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.18	185/3,200
House 19 with Stairhood, Roof, Terrace, Private Garden and Residential Parking Space No.19	188/3,200

\* Note: House 4, House 13 and House 14 are omitted.



## 14 公契的摘要

### SUMMARY OF DEED OF MUTUAL COVENANT

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

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

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

The Owner of each Unit shall contribute towards the Management Charges (including the Manager's Fee) of the development by paying in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Unit bears to the total number of Management Units allocated to all Units in the development.

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

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

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

Not applicable.

Notes:

1. Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning of such terms in the Deed of Mutual Covenant.
2. For full details, please refer to the Deed of Mutual Covenant which is free for inspection during opening hours at the sales office. Full script of the Deed of Mutual Covenant is available for inspection upon request and copies of the Deed of Mutual Covenant can be obtained upon paying necessary photocopying charges.

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

1. 發展項目位於丈量約份第122約地段第1752號（「該地段」）。
2. 據訂立於2015年8月18日及以新批土地契第22202號於土地註冊處註冊的換地協議及條款，並經一份日期為2018年10月15日，以註冊摘要號碼18101801030147於土地註冊處註冊的修訂書修訂，並受制及受惠於一份日期為2020年5月6日，以註冊摘要號碼20063001970010於土地註冊處註冊的同意書（統稱「批地文件」），該地段的批地年期由2015年8月18日起計50年。
3. 批地文件第（10）條特別批地條款規定：  
該地段或其任何部份或現已或將會建於其上的任何建築物或任何建築物部份，除作為私人住宅用途外，不可作任何其他用途。
4. 批地文件第（6）條一般批地條款規定：
  - (a) 承批人須於整個租約期內就根據此等條款進行的建築或重建（該詞語指本一般批地條款第(b)條提及的重新開發）：
    - (i) 按已批准的設計與規劃及任何已批准的建築圖則保養所有建築物，不得對其作出改變或更改；及
    - (ii) 保養所有已建或今後可能按此等條款或其隨後任何契約修訂本興建的所有建築物，使其保持修葺良好堅固和狀況良好，並在租約期滿或提前終止時以同樣的修葺狀況交回。
  - (b) 倘若在租約期內任何時候拆卸當時在該地段或其任何部分之上存在的任何建築物，承批人須以相同類型和不少於原有總樓面面積的健全及堅固的建築物或署長批准的類型和價值的建築物作為代替。倘若進行上述拆卸，承批人須在該拆卸的一個曆月內向署長提出申請以取得其同意在該地段進行重新開發的建築工程，並在收到上述同意後的三個曆月內展開所需的重新開發工程及在署長規定的時限內完成，以達至署長滿意程度。
5. 批地文件第（2）條特別批地條款規定：
  - (a) 承批人確認在舊地段上有若干建築物及構築物，並承諾自費拆卸及從舊地段上移除該等建築物及構築物。政府不會因該等建築物及構築物之存在而導致或使承批人蒙受任何損害、滋擾或騷擾而負上責任。承批人現及將會就直接或間接因該等建築物及構築物的存在及隨後的拆卸及移除而引起之所有責任、索償、費用、索求、訴訟或其他法律程序向政府彌償。
  - (b) 承批人確認於以下第(5)(a)(i)(I)條特別批地條款註釋之黃色範圍內已經興建、裝設及提供現有構築物及設施（以下統稱「該現有構築物及設施」），包括但不限於矮牆、地底護土牆、街燈、渠道、交通標誌、街道設施、喉管、或任何其他排水渠或設施。政府不會因該現有構築物及設施之存在而導致或使承批人蒙受任何損失、損害、滋擾或騷擾而負上責任。以下第(5)(a)(iii)條特別批地條款的承批人必須就直接或間接因保養、管理、維持及修理以下第(5)(a)(iii)條特別批地條款的黃色範圍，以致對有關該現有構築物及設施的侵擾、干擾或損害而引起之所有訴訟、索償、費用、索求、或其他法律程序向政府彌償。
6. 批地文件第（5）條特別批地條款規定：
  - (a) 承批人必須：
    - (i) 在本協議日期（即2015年8月18日）計起的48個曆月內（或署長批准的其他延長期限），自費以署長批准的方式及物料，按署長批准的標準、水平、定線和設計進行以下工程，以全面令署長滿意：
      - (I) 鋪設及構造在批地文件所夾附圖則A以黃色顯示的日後興建公共道路部份（下稱「黃色範圍」）；及
      - (II) 提供及興建署長全權酌情決定要求的橋、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（以下統稱「該構築物」）以致可在黃色範圍興建建築物及供車輛及行人往來；
    - (ii) 在本協議日期（即2015年8月18日）起的48個曆月內（或署長批准的其他延長期限），自費以署長滿意的方式在黃色範圍表面整飾、興建路緣及渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；及
    - (iii) 自費保養、管理、維持及修理黃色範圍連同該構築物及在該處興建、裝設及提供的所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，並為免生疑問包括該現有構築物及設施，使署長滿意，直至按照批地文件第（6）條特別批地條款交還黃色範圍的管有予政府為止。
  - (b) 倘若承批人未能履行其在本特別批地條款第(a)條的義務，政府可進行必要的工程，費用一概由承批人負責，承批人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對承批人具有約束力。
  - (c)
    - (i) 承批人可自費以署長書面批准的標準、水平、定線和設計在黃色範圍內興建服務該地段的雨水渠及污水渠（下稱「該雨水及污水渠」）或進行其他相關工程。在署長就該等工程發出書面批准之前，承批人不得進行任何工程。
    - (ii) 承批人必須自費保養、修理、翻新或更換該雨水及污水渠，以保持其良好及充份維修及狀態以全面達致署長滿意的程度，直至按照批地文件第（6）條特別批地條款交還黃色範圍的管有予政府為止。
    - (iii) 承批人必須在任何時候應署長的要求自費將該雨水及污水渠改道至署長書面批准的地點以全面達致署長滿意。若承批人未能進行任何該雨水及污水渠之改道以達致署長滿意，署長可在其認為必要時進行任何該等改道，承批人必須應要求向政府支付該工程之費用。
    - (iv) 承批人必須就直接或間接因興建、保養、修理、翻新、更換及改道該雨水及污水渠而引起之所有法律責任、索償、費用、索求、訴訟或其他法律程序向政府彌償。
  - (d) 政府不會就承批人履行本特別批地條款第(a)、(c)(ii)及(c)(iii)條的義務或政府行使本特別批地條款第(b)條的權利或其他情況而令承批人或任何其他人士招致或蒙受的任何損失、損害、滋擾或騷擾而負上責任，及承批人不得就任何該等損失、損害、滋擾或騷擾向政府或署長或其獲授權人士提出索償。
7. 批地文件第（6）條特別批地條款規定：  
僅為進行第(5)條特別批地條款規定的必要工程，承批人於本協議日獲黃色範圍的管有。承批人應在政府要求時並在沒有補償金或賠償的情況下把黃色範圍或其任何部份交回給政府，及無論如何應在署長發出的信函內指明日期當天即被視為已由承批人交回給政府，但政府並無義務接管黃色範圍或其任何部份。承批人在管有黃色範圍或其任何部份期間，須在一切合理時間允許所有政府及公眾車輛及行人自由通行及經越黃色範圍或其任何部份，並確保該通行不會因為進行工程（不論是否根據批地文件第（5）條特別批地條款進行）而受到干擾或妨礙。
8. 批地文件第（7）條特別批地條款規定：  
未經署長事先書面同意，承批人不得將黃色範圍用作儲物或興建任何臨時構築物或用作進行批地文件第(5)條特別批地條款指明的工程以外的任何其他用途。
9. 批地文件第（8）條特別批地條款規定：
  - (a) 承批人須於管有黃色範圍或其任何部分的所有合理時候：
    - (i) 批准政府、署長及其人員、承建商及代理和獲署長授權的任何人士有權通行、進出、往返及行經該地段及黃色範圍，以便視察、檢查及監督遵照本批地文件第(5)(a)條特別批地條款規定進行的任何工程，以及進行、視察、檢查及監督本批地文件第(5)(b)條特別批地條款規定的工程，以及檢查及視察本批地文件第(5)(c)條特別批地條款規定的工程及署長認為於黃色

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

- 範圍內必要的任何其他工程；
- (ii) 在政府或獲其授權的相關公用事業公司要求時，准許其有權（不論有否帶同工具、設備、裝置、器械或車輛）通行、進出、往返及行經該地段及黃色範圍，以便在黃色範圍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相鄰土地或場所提供電話、電力、煤氣（如有）及其他服務設施所需的其他傳導媒介及附帶設備。承批人須就以上在黃色範圍內進行的任何工程所有相關事宜，與政府及獲其正式授權的相關公用事業公司充分合作；及
- (iii) 在水務監督的人員及彼等授權的其他人士要求時，准許其有權通行、進出、往返及行經該地段及黃色範圍，以便在黃色範圍內進行任何有關任何其他水務設施的運作、保養、維修、更換及改動工程。
- (b) 政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司均不會就彼等任何一方行使其權利或處理附帶於此等權利之事宜而令承批人或任何其他人士招致或蒙受的任何損失、損害、滋擾或騷擾而負上責任，及承批人不得就任何該等損失、損害、滋擾或騷擾向任何該等人士提出索償。
10. 批地文件第（9）條特別批地條款規定：  
承批人須發展該地段，在該地段上興建一幢或多幢在所有方面符合批地文件和目前或任何時候在香港實施的關於建築、衛生、規劃的所有法例、附例和規例的建築物，該等建築物須在2019年9月30日或之前竣工並可入伙。
11. 批地文件第（13）條特別批地條款規定：  
(a) 承批人可於該地段內興建、建造及提供經署長書面批准的康樂設施及其附帶設施（下稱「該等設施」）。該等設施的種類、大小、設計、高度及規劃亦須事先取得署長書面批准。  
(c) 倘若該等設施的任何部分根據本特別批地條款第(b)條獲豁免計入總樓面面積及上蓋面積之內（下稱「獲豁免設施」）：  
(i) 獲豁免設施須被指定為並構成批地文件第(21)(a)(v)條特別批地條款所指的公用地方之一部分；  
(ii) 承批人須自費保養獲豁免設施，使其保持修葺良好堅固和狀況良好，並運作獲豁免設施，以達致署長滿意程度；及  
(iii) 獲豁免設施只可以供該地段內興建或擬興建的一或多幢住宅大廈的住客及其真正訪客使用，任何其他人士不得使用。
12. 批地文件第（14）條特別批地條款規定：  
在該地段上或毗鄰的樹木，不得在未得到署長事先書面同意的情況下遭移除或受干擾。而署長在給予同意時，可以施加其認為合適的關於移植、補償性園景美化或重植的條款。
13. 批地文件第（15）條特別批地條款規定：  
承批人須自費在該地段無建築結構的範圍和平台（如有者）作環境美化及栽種樹木和灌木，其後並需維持和保持該處安全、清潔、整潔、整齊及健康令署長滿意。
14. 批地文件第（16）條特別批地條款規定：  
(a) 可在該地段內提供看更或管理員或兩者的辦公設施，但須受下列條款規限：  
(i) 署長認為該等設施對於該地段上已興建或擬興建的一或多座建築物的安全、保安及良好管理是必要的；  
(ii) 該等設施不得用作該地段全職及有必要聘請的看更或管理員或兩者的辦公設施以外的任何用

途；及

(iii) 任何該等設施的位置須事先經署長書面批准。

就本第(a)條而言，辦公設施不得設置在該地段上任何擬用作或經改裝以用作一戶家庭的住所的建築物內。署長就一建築物是否構成或擬用作一戶家庭的住所的決定為最終決定及對承批人具有約束力。

(d) 根據本特別批地條款第(a)條在該地段內提供的辦公設施須被指定為並構成本批地文件特別條款第(21)(a)(v)條所指的公用地方之一部分。

15. 批地文件第（17）條特別批地條款規定：

(a) 可在該地段內提供看更或管理員或兩者的宿舍，但須受下列條款規限：

(i) 該等宿舍須位於該地段上已建的其中一座住宅大廈或署長書面批准的其他位置；及

(ii) 該等宿舍不得用作該地段全職及有必要聘請的看更或管理員或兩者的住所以外的任何用途。就本第(a)條而言，宿舍不得設置在該地段上任何擬用作或經改裝以用作一戶家庭的住所的建築物內。署長就一建築物是否構成或擬用作一戶家庭的住所的決定為最終決定及對承批人具有約束力。

(c) 根據本特別批地條款第(a)條在該地段內提供的看更或管理員宿舍須被指定為並構成批地文件第(21)(a)(v)條特別批地條款所指的公用地方之一部分。

16. 批地文件第（18）條特別批地條款規定：

(a) 可在該地段內提供業主立案法團或業主委員會使用的一個辦事處，但是：

(i) 該辦事處不得用作為該地段及其上已興建或擬興建的建築物而成立的業主立案法團或業主委員會的會議及行政工作以外的任何用途；及

(ii) 該辦事處的位置須事先經署長書面批准。

(c) 根據本特別批地條款第(a)條在該地段內提供的辦事處須被指定為並構成批地文件第(21)(a)(v)條特別批地條款所指的公用地方之一部分。

17. 批地文件第（25）條特別批地條款規定：

(a) (i) 須按以下列表列明在該地段已興建或擬興建住宅單位的不同面積所計算的比率在該地段內提供車位，用作停泊根據《道路交通條例》、據此訂立的任何規例及任何修訂法例獲發牌，並且屬於該地段上已興建或擬興建的一或多座建築物的住宅單位的住客及其真正賓客、訪客或獲邀人士的車輛（下稱「住宅車位」），以達至署長滿意程度，除非署長同意採用有別於以下列表的住宅車位比率或數目：

每個住宅單位的大小	提供住宅車位的數目
小於40平方米	每13.725個住宅單位或其部分設置一個車位
不小於40平方米但小於70 平方米	每8.235個住宅單位或其部分設置一個車位
不小於70平方米但小於100 平方米	每3.294個住宅單位或其部分設置一個車位
不小於100平方米但小於160 平方米	每1.647個住宅單位或其部分設置一個車位
不小於160平方米	每0.915個住宅單位或其部分設置一個車位

(iii) 須按在該地段上已興建或擬興建的每一幢包含超過75個住宅單位的大廈設置5個車位的比率或署長批准的其他比率在該地段內提供額外車位(惟最少需提供一個車位)，用作停泊根據《道路交通條例》、據此訂立的任何規例及任何修訂法例獲發牌，並且屬於該地段上已興建或擬興建的一或多座建築物的住客的真正賓客、訪客或獲邀人士的車輛，以達至署長滿意程度。就本第(a)(iii)條而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋均不可視作一幢住宅單位的大廈。署長就何謂獨立屋、半獨立屋或排屋及該房屋是否構成或擬用作一戶家



# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

庭的住所的決定為最終決定及對承批人具有約束力。

- (iv) 根據本特別批地條款第(a)(i)條（可根據本批地文件第27(b)條特別批地條款更改）及(a)(iii)條提供之車位，除分別於上述分條規定的用途外，不得用作任何用途，特別是該等車位不得用作存放、陳列或展示車輛作招售或其他用途或提供汽車清潔及美容服務。
- (b) (i) 根據本特別批地條款第(a)(i)條（可根據本批地文件第27(b)條特別批地條款更改）及第(a)(iii)條提供的車位，承批人須在其中保留和指定按以下比率或署長批准的其他比率的車位數目，用作停泊根據《道路交通條例》、據此訂立的任何規例及任何修訂法例定義的傷殘人士的車輛（如此保留和指定的車位以下稱「傷殘人士車位」）：
- (I) 每200個根據本特別批地條款第(a)(i)條提供的車位（可根據本批地文件第27(b)條特別批地條款調整根據該第(a)(i)條提供的車位數目）或其部分（如該部分超過100個車位）設置不少於一個車位（惟最少需保留和指定一個車位）；及
- (II) 根據本特別批地條款第(a)(iii)條提供的車位中設置一個車位。
- (ii) 傷殘人士車位的位置及水平須經署長書面批准。
- (iii) 傷殘人士車位，除停泊《道路交通條例》或其附屬規例及任何修訂法例界定為傷殘人士使用，並且屬於現已或將會建於該地段上建築物居民及彼等真正訪客、來賓或賓客的車輛外，不得用作任何用途，特別是該等車位不得用作存放、陳列或展示車輛作招售或其他用途或提供汽車清潔及美容服務。
- (c) (i) 除非署長同意採用其他比率，須在該地段內按本特別批地條款第(a)(i)條要求提供的車位數目（可根據本批地文件第27(b)條特別批地條款調整根據該第(a)(i)條提供的車位數目）的百分之十(10%)的比率提供車位，用作停泊根據《道路交通條例》、據此訂立的任何規例及任何修訂法例獲發牌，並且屬於該地段上已興建或擬興建的一或多座建築物的住客及其真正賓客、訪客或獲邀人士的電單車（下稱「電單車車位」），以達至署長滿意程度，但如果提供的車位數目是一個有小數點的數字，則須向上進位至下一個整數。
- (ii) 電單車車位（可根據本批地文件第27(b)條特別批地條款更改），除本特別批地條款第(c)(i)條訂定之用途外，不得用作任何用途，特別是該等車位不得用作存放、陳列或展示車輛作招售或其他用途或提供汽車清潔及美容服務。
18. 批地文件第（26）條特別批地條款規定：
- (a) 須在該地段內按在該地段上已興建或擬興建的一或多座建築物的每800個住宅單位或其部分設置一個車位的比率或按署長批准的其他比率提供上落客貨車位，以達至署長滿意程度。
- (b) 每一個根據本特別批地條款第(a)條提供之車位（可根據本批地文件第27(a)條特別批地條款更改）須為3.5米寬，11.0米長及最低高度4.7米。除供與現已或將會建於該地段上建築物相關的貨車停泊上落客貨外，該等車位不得用作任何用途。
19. 批地文件第（29）條特別批地條款規定：
- (a) 即使已遵守及符合批地文件的條款以達至署長滿意程度：
- (i) 住宅車位及電單車車位不得進行轉讓，除非：
- (I) 連同賦予專有權使用及管有現已或將會建於該地段上的建築物當中一個或多個住宅單位之不可分割份數一併轉讓；或
- (II) 承讓的人士現已擁有具專有權使用及管有現已或將會建於該地段上的建築物當中一個或多個住宅單位的不可分割份數；或
- (ii) 分租(除非分租予現已或將會建於該地段上的建築物當中之住宅單位的居民)，惟在任何情況下，不得轉讓或分租總數超過三個住宅車位及電單車車位予現已或將會建於該地段上的建築物內任何同一個住宅單位的業主或居民。
- (b) 即使本特別批地條款第(a)條有任何規定，承批人可以在取得署長事先書面同意下，將所有住宅車位和電單車車位整體轉讓，但只可轉讓給承批人全資擁有的附屬公司。
- (c) 本特別批地條款第(a)條的規定不適用於該地段的整體轉讓、分租、按揭或押記。
- (d) 本特別批地條款第(a)及(b)條的規定不適用於傷殘人士車位。
20. 批地文件第（30）條特別批地條款規定：  
根據批地文件第(25)(a)(iii)及第(26)條特別批地條款在該地段內提供的車位（可根據本批地文件第27(a)條特別批地條款更改）及傷殘人士車位須被指定為並構成公用地方之一部分。
21. 批地文件第（32）條特別批地條款規定：  
除通過批地文件所夾附圖則A顯示及標記的X及Y點之間的Z點或署長書面批准的其他地點之外，承批人無權以車輛進出該地段。當開發或重新開發該地段時，建築工程的車輛可獲批准使用署長指定位置的臨時通道，但須受署長施加的條款規限。當完成開發或重新開發時，承批人需自費在署長指定的時限內將臨時通道的範圍恢復原狀，以全面令署長滿意。
22. 批地文件第（34）條特別批地條款規定：
- (a) 倘若為了或有關該地段或其任何部份之形成、平整或發展或根據批地文件承批人須完成之任何其他工程或因任何其他目的，於該地段內或任何政府土地中現時或以往曾經進行任何削走、移除或移後任何土地、或任何建造或填土或任何斜坡處理工程（不論以何種形式、亦不論有否獲得署長事先書面同意），承批人須自費進行或興建為保護及支撐該地段內之土地及任何毗連或鄰接政府土地或已租出土地及排除及防止其後發生之任何崩塌、山崩或下陷而當時或日後任何時間所須之斜坡處理工程，護土牆或其他支撐、保護、排水或附屬或其他工程。承批人須於批地文件的批地年期內所有時間自費保養該土地、斜坡處理工程、護土牆或其他支撐、保護、排水或附屬或其他工程，以保持其良好及充份維修及狀態以令署長滿意。
- (b) 本特別批地條款第(a)條的任何規定不得影響政府在此等條款下的權利，尤其是批地文件第(33)條特別批地條款下的權利。
- (c) 倘若因承批人作出之形成、平整、發展或其他工程或因其他原因於任何時間不論在或由任何土地、在該地段內或任何毗連或鄰接政府土地或已租出土地導致或引致崩塌、山崩或下陷，承批人須自費使其回復原狀及將其修復以達致署長滿意，並須彌償政府、其代理及承建商因該崩塌、山崩或下陷而導致、蒙受或招致之所有費用、收費、損害賠償、要求及申索。
- (d) 除了批地文件規定就任何違反批地文件條款的任何其他權利或補救之外，署長有權以書面通知要求承批人進行、興建及保養該等土地、斜坡處理工程、護土牆、或其他支撐、保護、及排水或附屬或其他工程，或恢復及修復任何崩塌、山崩或下陷。倘若承批人在該通知指定期限內忽視或未能遵守該通知以令署長滿意，署長可立即執行及進行任何必須之工程而承批人須應要求向政府付還有關費用連同任何行政或專業費用及收費。
23. 批地文件第（35）條特別批地條款規定：  
未經署長事先書面批准，不得於該地段允許使用壓碎岩石機械。
24. 批地文件第（36）條特別批地條款規定：  
如果在發展或重建該地段或其任何部分時已安裝預應力地樁，承批人須在預應力地樁的整個服務期限內自費定期保養與監察預應力地樁，以達至署長滿意程度，並在署長不時絕對酌情要求時向署長提交所有該等監察工程的報告和資料。如果承批人忽略或未能進行要求的監察工程，署長可立即執行與進

## 15 批地文件的摘要

### SUMMARY OF LAND GRANT

行該等監察工程，而承批人須應要求付還其開支給政府。

#### 25. I. 批地文件第（37）條特別批地條款規定：

- (a) 除事前獲得署長書面同意外，不可在批地文件附圖則A以粉紅色加黑斜線顯示的範圍（下稱「粉紅色加黑斜線範圍」）以上、以下、上方、下方或以內搭建或興建或設置任何建築物、結構物或任何建築物或結構物的支撐，但以下各項除外：
  - (i) 圍牆或圍欄或兩者；及
  - (ii) 於粉紅色加黑斜線範圍或其中任何部分的地平線以下的結構物或任何結構物的支撐。
- (b) 就本特別批地條款而言，署長就何謂粉紅色加黑斜線範圍的地平線的決定為最終並對承批人具約束力。

#### II. 根據一份日期為2020年5月6日由元朗地政處發出之同意書（「同意書」），署長已向承批人發出同意及批准由同意書之日期起至(i)現已或將會根據已批准建築圖則建於該地段上的建築物的壽命終結；或(ii)該地段的租約期屆滿或提前終止為止(以較早發生者為準)於粉紅色加黑斜線範圍搭建一座8米高並附有11千伏變壓設施的H型杆（「H型杆」）。惟須受制於下列條款：

- (a) 除事前獲得署長書面同意外，不可對已批准建築圖則中的H型杆的設計及規劃作出更改、改動、改變或修改。署長在給予該同意書時可附加由其決定之條件包括繳付行政費及額外地價。
- (b) 承批人現及將會就直接或間接因同意書給予之同意及批准而於任何情況下引起之所有責任、索償、損失、損害、開支、費用、成本、索求、訴訟及法律程序向政府、其人員及僱員彌償。
- (c) 除同意書所提及外，所有批地文件內的一般及特別批地條款均仍具有全面效力及作用。
- (d) 於批地文件內因違反、不履行或不遵守任何一般及特別批地條款而重收土地的條文將適用於違反、不履行或不遵守同意書的條款及條件。
- (e) 於上文提及H型杆可根據已批准建築圖則搭建的期間屆滿時，該地段須在所有方面受批地文件內的所有一般及特別批地條款所規限。
- (f) 同意書不可被解釋為阻止任何其他人士行使其擁有就該限制的權利。
- (g) 儘管同意書內有任何其他條文包括任何看來是賦予非同意書一方的人士一項利益的條款，同意書並不旨在亦沒有給予任何非同意書一方的人士根據《合約(第三者權利)條例》強制執行同意書任何條款的任何權利。

#### 26. 批地文件第（38）條特別批地條款規定：

- (a) 政府、於土地註冊處登記為丈量約份第121約地段第1396號餘段及丈量約份第122約地段第1495號B段（統稱為「毗鄰地段」）當時的承租人和租客、以及他們的人員、訪客、受邀人、特許持有人和獲授權人士保留權利，而且承批人亦進一步承諾准許上述人士，不時及在批地文件批出的年期內所有時間，為與恰當使用及享用毗鄰地段相關的一切合法目的（為免生疑問，包括由政府、其人員或其他獲授權人士進行檢查），沿署長可能要求、指定或批准或令署長滿意的路線、定線、設計及水平，在不必要支付任何性質費用的情況下駕車、步行或乘坐輪椅（不論是否帶同工具、設備和器械）通過及再通過批地文件附圖則A以粉紅色加紅斜線顯示的範圍（下稱「粉紅色加紅斜線範圍」），以進出及往來毗鄰地段。
- (b) 政府以及毗鄰地段的承租人和租客保留權利，而且承批人亦進一步承諾准許上述人士，為恰當使用及享用毗鄰地段之目的，使往來毗鄰地段的公用服務包括但不限於水、電力、煤氣、電話及電訊服務經粉紅色加紅斜線範圍裏面、以上、以下或以內的雨水槽、水管、電線、電纜、污水管、排水渠、明渠、暗渠、管道、煙道、導管、總水管和其他安裝設施自由地通過、流向、供應、傳送及排放。
- (c) 承批人須准許政府及其授權人員、任何公用服務公司及其代理人、承建商及工人、毗鄰地段的承租人、租客、訪客、受邀人及特許持有人和任何他獲上述人士授權的人在所有合理時間內（緊急情況除外）進出及往來粉紅色加紅斜線範圍，不論是否帶同車輛、工具、設備和器械，

以進行任何有關檢查、保養、維修、鋪設、改動、移除、更新、更換及安裝所有及任何本特別批地條款第(b)條所指的雨水槽、水管、電線、電纜、污水管、排水渠、明渠、暗渠、管道、煙道、導管、總水管和其他安裝設施的工程。

- (d) 政府、其人員、承包商、代理人、工人以及他們授權的任何人士不必就承批人或任何其他人士因行使本特別批地條款第(a)、(b)及(c)條賦予的權利而蒙受各種損失、損毀、滋擾或妨礙負上任何責任。承批人不得就該等損失、損毀、滋擾或妨礙向政府索求賠償和提出要求。
- (e) 承批人須彌償政府、其人員、代理人、承建商、工人及其他獲授權人士因承批人、其僱員、工人及承建商就本特別批地條款第(a)、(b)及(c)條作出或遺漏的任何事情而招致之所有責任及所有法律行動、程序、費用、索償、開支、損失、損害、收費和各種性質的索求。
- (f) 儘管有本特別批地條款第(a)、(b)及(c)條的規定，承批人就本特別批地條款下有粉紅色加紅斜線範圍的責任將會於政府發出表明此事的書面通知時終止。惟該責任的終止無損政府就任何過往之違反、不履行或不遵守本特別批地條款第(a)、(b)及(c)條的規定的任何權利或補償。
- (g) 現明確地同意、聲明及規定，本特別批地條款第(a)、(b)及(c)條向承批人施加責任並不代表承批人有意撥出或政府有意批准任何撥出的粉紅色加紅斜線範圍予公眾作通道或其他用途。
- (h) 現明確地同意及聲明，承批人在本特別批地條款第(a)、(b)及(c)條的責任不會對根據《建築物（規劃）規例》第22(1)條、其任何修訂或取代法例下就額外上蓋面積或地積比率的任何寬免或權利產生期望或有權提出申索。為免生疑問，承批人現明確地放棄根據《建築物（規劃）規例》第22(1)條、其任何修訂或取代法例下就額外上蓋面積或地積比率的任何及所有申索或任何寬免或權利。

#### 27. 批地文件第（39）條特別批地條款規定：

- (a) 倘若來自該地段或受該地段任何發展項目影響的其他地方的泥土、廢石方、瓦礫、建築廢料或建築材料（下稱「廢物」）被侵蝕、沖刷或傾倒到公共小巷或道路或排入道路暗渠、前灘或海床、污水渠、暴雨水渠或明渠或其他政府物業（下稱「政府物業」），承批人須自費清理該等廢物並且對政府物業所造成的任何損壞進行修復。承批人須就上述的侵蝕、沖刷或傾倒而對私人物業造成的任何損壞或滋擾所產生的一切訴訟、索償及要求向政府作出彌償。
- (b) 即使本特別條款第(a)條有所規定，署長可以（但無義務）應承批人的要求在政府物業清理廢物並對政府物業所造成的任何損壞進行修復，而承批人須應要求向政府支付有關的費用。

#### 28. 批地文件第（40）條特別批地條款規定：

承批人須於所有時候，特別是在進行建築、保養、翻新或維修工程（下稱「工程」）時，採取或促使他人採取一切適當及充分的小心、技巧及預防措施，避免對該地段或其任何部份、黃色範圍或該地段或其任何部分及黃色範圍兩者之上、上面、之下或毗連的任何政府或其他現有的排水渠、水路或水道、總水管、道路、行人路、街道設施、污水渠、明渠、喉管、電纜、電線、公用事業設施或任何其他工程或裝置（以下統稱「服務設施」）造成任何損壞、干擾或阻礙。承批人在進行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，確定服務設施的現時位置及水平，並向署長提交處理任何可能被工程影響的服務設施各方面的建議書供其審批，且必須在取得署長對工程及上述建議書作出的書面批准後，才能進行該等工程。承批人須遵從及自費履行署長在審批時對服務設施作出的任何要求，包括承擔進行任何必要的改道、重鋪或恢復原狀的費用。承批人須自費維修、修復及復原任何因工程對該地段或其任何部分、黃色範圍或該地段其任何部分及黃色範圍兩者或任何服務設施以任何方式引起的任何損壞、干擾或阻礙（除非署長另作選擇，否則明渠、污水渠、暴雨水渠或總水管須由署長進行修復，而承批人須應要求向政府支付該等工程的費用），以達至署長在各方面滿意程度。如果承批人未能對該地段或其任何部份、黃色範圍或該地段其任何部分及黃色範圍兩者或任何服務設施進行該等必要的改道、重鋪、維修、修復及恢復原狀工程，以達至署長滿意程度，署長可進行其認為必要的任何該等改道、重鋪、維修、修復或恢復原狀工程，而承批人須應要求向政府支付該等工程的



## 15 批地文件的摘要

### SUMMARY OF LAND GRANT

費用。

29. 批地文件第(41)條特別批地條款規定：

- (a) 當署長認為必需時，承批人須自費在該地段範圍內或在政府土地興建及維持排水道和渠道，從而將降於或流入該地段的所有暴雨水及雨水截流和引入最近的河道、集水溝、水道或政府雨水渠以達致署長滿意程度。承批人須獨力負責並彌償政府及其人員因該等暴雨水或雨水導致任何損毀或滋擾而引起的所有法律行動、索償和要求。
- (b) 連接該地段的任何排水渠和污水渠至政府的暴雨水渠及污水渠（當已鋪設及啓用）的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對承批人負責。承批人須應要求向政府支付上述連接工程的費用。該等連接工程亦可由承批人自費進行，以達致署長滿意程度。在此情況下，上述連接工程的任何一段若在政府土地內建造，必須由承批人自費保養，且承批人須應要求移交給政府，由政府自費負責日後的保養。承批人須應要求向政府支付有關上述連接工程的技術審查的費用。如承批人未能保養在政府土地內建造的上述連接工程的任何一段，署長可進行其認為必要的保養工程，承批人須應要求向政府支付上述工程的費用。

30. 批地文件第(42)條特別批地條款規定：

承批人可獲同意使用臨時食水總水管作沖廁之用，惟承批人須安裝適用於鹹水的水管並在日後有鹹水供應時使用鹹水。

31. 批地文件第(43)條特別批地條款規定：

承批人現確認該地段下面可能藏有溶洞性質的大理石層，並同意在發展或再發展該地段時需要進行大規模的岩土勘察。承批人進一步同意該等勘察可能揭示需要富經驗的岩土工程師高度參與在該地段所需進行的岩土工程的設計及監督。承批人現確認因任何岩土勘察、設計工作、施工、監督或任何其他事宜而引起的所有成本、收費、費用或其他開支全數由承批人負責，承批人進一步確認政府不會對該等成本、收費、費用或其他開支負責。

32. 批地文件第(46)條特別批地條款規定：

不得於該地段豎立或建造墳墓或骨灰龕，亦不得於該地段安葬或存放任何人類骸骨或動物骸骨，無論是否存放在陶罐、骨灰甕或以其他之方式存放。

備註：

1. 附於批地文件的圖則於公共設施及公眾休憩用地的資料部分內複製。
2. 詳情請參考批地文件。批地文件全份文本已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費後獲取副本。

1. The development is situated on Lot No.1752 in Demarcation District No.122 (the “lot”).
2. The lot is held under the Agreement and Conditions of Exchange dated 18 August 2015 and registered in the Land Registry as New Grant No.22202 as modified by a Modification Letter dated 15 October 2018 and registered in the Land Registry by Memorial No.18101801030147 and subject to and with the benefit of a consent letter dated 6 May 2020 and registered in the Land Registry by Memorial No. 20063001970010 (collectively the “Land Grant”) for a term of 50 years commencing from the 18th day of August 2015.
3. Special Condition No.(10) 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.
4. General Condition No.(6) of the Land Grant stipulates that:
  - (a) The Grantee 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 Grantee 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 Grantee 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.
5. Special Condition No.(2) of the Land Grant stipulates that:
  - (a) The Grantee acknowledges that there are some buildings and structures existing on the old lots and undertakes to demolish and remove at his own expense the said buildings and structures from the old lots. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the said buildings and structures and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and subsequent demolition and removal of the said buildings and structures.
  - (b) The Grantee acknowledges that there are in existence structures and services (hereinafter collectively referred to as “Existing Structures and Services”), including but not limited to parapet, underground retaining wall, street light, channel, traffic signs, street furniture, pipe, or any other drains or services constructed, installed and provided within the Yellow Area defined in Special Condition No.(5)(a)(i)(l) below. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance



## SUMMARY OF LAND GRANT

or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence of the Existing Structures and Services. The Grantee under Special Condition No.(5)(a)(iii) herein below shall indemnify the Government against all actions, claims, costs, demands, or other proceedings whatsoever in respect of interference, interruption or damage to the Existing Structure and Services arising whether directly or indirectly out of or in connection with the upholding, management, maintenance and repair of the Yellow Area under Special Condition No.(5)(a)(iii) herein below.

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

(a) The Grantee shall:

(i) within 48 calendar months from the date of this Agreement (i.e. 18th August 2015) (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form that portion of the future public road shown coloured yellow on PLAN A annexed to the Land Grant (hereinafter referred to as “the Yellow 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 Yellow Area;

(ii) within 48 calendar months from the date of this Agreement (i.e. 18th August 2015) (or such other extended periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Yellow Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) uphold, manage, maintain and repair at his own expense the Yellow Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein including for the avoidance of doubt the Existing Structures and Services to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Special Condition No.(6) of the Land Grant.

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

(c) (i) The Grantee may construct at his own expense stormwater pipes and sewage water pipes serving the lot (hereinafter referred to as “Stormwater and Sewage Water Pipes”) or carry out such other associated works within the Yellow Area to such standards, levels, alignment and design as may be approved in writing by the Director. The Grantee shall not carry out any works until the Director shall have given his written approval to the works.

(ii) The Grantee shall at his own expense maintain, repair, renew or replace the Stormwater and Sewage Water Pipes in good and substantial repair and conditions in all respects to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Special Condition No.(6) of the Land Grant.

(iii) The Grantee shall at any time as may be required by the Director at his own expense divert the Stormwater and Sewage Water Pipes to such locations as may be approved in writing by the Director in all respects to the satisfaction of the Director. If the Grantee fails to carry out any such diversion of Stormwater and Sewage Water Pipes to the satisfaction of the Director, the Director may carry out any such diversion as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

(iv) The Grantee hereby indemnifies and keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the construction, maintenance, repair, renewal, replacement and diversion of the Stormwater and Sewage Water Pipes.

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

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

For the purpose only of carrying out the necessary works specified in Special Condition No.(5) hereof, the Grantee shall on the date of this Agreement be granted possession of the Yellow Area. The Yellow Area or any part thereof shall be re-delivered to the Government by the Grantee on demand of the Director without payment or compensation to the Grantee and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date to be specified in a letter from the Director making such demand provided always that the Government shall not be obliged to take back possession of the Yellow Area or any part thereof. The Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part thereof allow free access over and along the Yellow Area or any part thereof 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.(5) of the Land Grant or otherwise.

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

The Grantee shall not without the prior written consent of the Director use the Yellow 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.(5) hereof.

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

(a) The Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part 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 for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(5)(b) hereof and the checking and inspecting of the works under Special Condition No.(5)(c) hereof and any other works which the Director may consider necessary in the Yellow Area;

## 15 批地文件的摘要

### SUMMARY OF LAND GRANT

- (ii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress to, from and through the lot and the Yellow 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 Yellow 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 Grantee 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; 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 Yellow 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 Yellow 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 Grantee or any other person whether arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition and no claim whatsoever shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
10. Special Condition No.(9) of the Land Grant stipulates that:  
The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with the Land Grant and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September 2019.
11. Special Condition No.(13) of the Land Grant stipulates that:
- (a) The Grantee 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.
  - (c) In the event that any part of the Facilities is exempted from the gross floor area and site coverage calculations 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.(21)(a)(v) hereof;
    - (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
    - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons.
12. Special Condition No.(14) 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.
13. Special Condition No.(15) of the Land Grant stipulates that:  
The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
14. Special Condition No.(16) of the Land Grant stipulates that:
- (a) 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 for use as a single family residence shall be final and binding on the Grantee.
  - (d) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(21)(a)(v) hereof.
15. Special Condition No.(17) of the Land Grant stipulates that:
- (a) 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 for use as a single family residence shall be final and binding on the Grantee.
  - (c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Area referred to in Special Condition No.(21)(a)(v) hereof.



## 15 批地文件的摘要

### SUMMARY OF LAND GRANT

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

- (a) 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 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.
- (c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(21)(a)(v) hereof.

17. Special Condition No.(25) 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 residential units in 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 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 for or to a number of Residential Parking Spaces different from those set out in the table below:

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 13.725 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 8.235 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.294 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 1.647 residential units or part thereof
Not less than 160 square metres	One space for every 0.915 residential unit or part thereof

- (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 subject to a minimum of one space being 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 Grantee.

- (iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No.(27)(b) hereof) and (a)(iii) 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) (as may be varied under Special Condition No.(27)(b) hereof) and (a)(iii) of this Special Condition, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for Disabled Persons"), at the following rates or at such other rates as may be approved by the Director:
  - (I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of this Special Condition (subject to any adjustment, pursuant to Special Condition No.(27)(b) hereof, to the number of spaces provided in accordance with the said sub-clause (a)(i) or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and
  - (II) one space out of the spaces provided in accordance with sub-clause (a)(iii) of this Special Condition.
- (ii) The Parking Spaces for Disabled Persons shall be located at such position and level as shall be approved in writing by the Director.
- (iii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Motor Cycle Parking Spaces") at a rate of 10 percent of the total number of spaces required to be provided under sub-clause (a)(i) of this Special Condition (subject to any adjustment, pursuant to Special Condition No.(27)(b) hereof, to the number of spaces provided in accordance with the said sub-clause (a)(i) unless the Director consents to another rate provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The Motor Cycle Parking Spaces (as may be varied under Special Condition No.(27)(b) 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.



## 15 批地文件的摘要

### SUMMARY OF LAND GRANT

18. Special Condition No.(26) 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.
- (b) Each of the spaces under sub-clause (a) of this Special Condition (as may be varied under Special Condition No.(27)(a) hereof) 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 the 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.

19. Special Condition No.(29) 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 Space 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 Space 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 Grantee 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 Grantee.
- (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.

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

The spaces provided within the lot in accordance with Special Condition Nos.(25)(a)(iii) and (26) hereof (as may be varied under Special Condition No.(27)(a) hereof) and the Parking Spaces for the Disabled Persons shall be designated as and form part of the Common Areas.

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

The Grantee shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on PLAN A annexed hereto or at such other points as may be approved in writing by the Director. Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Grantee shall at his own expense within the time limit specified by the Director and in all

respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

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

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under the Land Grant, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term granted under the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No.(33) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies provided in the Land Grant for breach of any of the conditions in the Land Grant, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and made good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

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

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

24. Special Condition No.(36) 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 Grantee 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 Grantee shall neglect or fail to carry out the required

## 15 批地文件的摘要

### SUMMARY OF LAND GRANT

monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

25. I. Special Condition No.(37) of the Land Grant stipulates that:
- (a) Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed or placed on, over, under, above, below or within the areas shown coloured pink hatched black on PLAN A annexed to the Land Grant (hereinafter collectively referred to as "the Pink Hatched Black Areas") except:
    - (i) boundary walls or fences or both; and
    - (ii) structures or support for any structures under or below the ground level of the Pink Hatched Black Areas or any part thereof.
  - (b) For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level of the Pink Hatched Black Areas shall be final and binding on the Grantee.
- II. Pursuant to a consent letter issued by the District Lands Office Yuen Long on 6 May 2020 ("Consent Letter"), consent and approval were given by the Director to the Grantee to erect a 8.0m(H) H-Pole with 11kv switchgear ("the H-Pole") within the Pink Hatched Black Areas from the date of the Consent Letter until (i) the end of the lifetime of the buildings erected or to be erected on the lot in accordance with the approved building plans or (ii) the expiration or sooner determination of the lease term of the lot, whichever shall be the earlier, subject to the following conditions:
- (a) No amendment, alteration or variation or modification to the design and disposition of the H-Pole in the approved building plans shall be made except with the prior written consent of the Director who may in granting such consent impose such conditions including payment of such administrative fee and additional premium as he may determine.
  - (b) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers and servants, from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the grant of consent and approval in the Consent Letter.
  - (c) Except as provided in the Consent Letter, all the General and Special Conditions contained in the Land Grant shall remain in full force and effect.
  - (d) The proviso for re-entry in the Land Grant on the breach, non-performance or non-observance of any of the General and Special Conditions contained in the Land Grant shall extend to the breach, non-observance or non-performance of the terms and conditions of the Consent Letter.
  - (e) Upon the expiration of the period for which the H-Pole may be erected in accordance with the approved building plans as hereinbefore provided, the lot shall in all respects be subject to all the General and Special Conditions contained in the Land Grant.
  - (f) Nothing contained in the Consent Letter shall be construed as preventing any other person from exercising such rights as he may have in respect of the said restriction.
  - (g) Notwithstanding any other provisions of the Consent Letter including any provision which purports to confer a benefit on a person who is not a party to the Consent Letter, the Consent Letter is not intended to and does not give any person who is not a party to the Consent Letter any right to enforce any provisions of the Consent Letter under the Contracts (Rights of Third Parties) Ordinance, and a person who is not a party to the Consent Letter shall not have any right under the Contracts (Right of Third

Parties) Ordinance Cap.623 to enforce any provision of the Consent Letter.

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

- (a) There is excepted and reserved unto the Government, the lessees and tenants for the time being of all those pieces or parcels of land now known and registered in the Land Registry as the Remaining Portion of Lot No.1396 in Demarcation District No.121 and Section B of Lot No.1495 in Demarcation District No.122 (hereinafter collectively referred to as "the Adjoining Lots"), its or their officers, visitors, invitees, licensees and other persons authorized by it or them in that behalf from time to time and at all times during the term granted under the Land Grant for all lawful purposes connected with the proper use and enjoyment of the Adjoining Lots (including, for the avoidance of doubt, the inspection thereof by the Government, its officers or other authorized persons) the right, and the Grantee further covenants to permit them, to pass and repass with motor vehicles or on foot or by wheelchair with or without tools, equipment or machinery freely and without payment of any nature whatsoever on, along, over, by and through the area shown coloured pink hatched red on PLAN A annexed to the Land Grant (hereinafter referred to as "the Pink Hatched Red Area") along such routes and alignments with such design and at such levels as the Director may require, specify, approve or otherwise to the satisfaction of the Director for ingress, egress and regress to and from the Adjoining Lots.
- (b) There is excepted and reserved unto the Government and the lessees and tenants of the Adjoining Lots the right of, and the Grantee further covenants to permit them, free passage, flow, supply, conveyance and discharge of utility services including but not limited to water, electricity, gas, telephone and telecommunication services to and from the Adjoining Lots through gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, water mains and other installations passing along, through, over, upon, under or in the Pink Hatched Red Area for the proper use and enjoyment of the Adjoining Lots.
- (c) The Grantee shall permit the Government and its duly authorized officers, any public utility company or companies and their respective agents, contractors and workmen, the lessees, tenants, visitors, invitees and licensees of the Adjoining Lots or any other persons duly authorized by any of them the right of ingress, egress and regress to, from and through the Pink Hatched Red Area at all reasonable times (except in case of emergency) with or without motor vehicles, tools, equipment and machinery for the purpose of carrying out any work in relation to the inspection, maintenance, repairing, laying, alteration, removal, renewal, replacement and installation of all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, water mains and other installations referred to in sub-clause (b) of this Special Condition.
- (d) The Government, its officers, agents, contractors, workmen and any persons authorized by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights conferred under sub-clauses (a), (b) and (c) of this Special Condition, and no claim for compensation or otherwise shall be made against any of them by the Grantee in respect of any such loss, damages, nuisance or disturbance.
- (e) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized persons from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and



## 15 批地文件的摘要

### SUMMARY OF LAND GRANT

contractors in connection with sub-clauses (a), (b) and (c) of this Special Condition.

- (f) Notwithstanding sub-clauses (a), (b) and (c) of this Special Condition, the obligations of the Grantee in respect of the Pink Hatched Red Area under this Special Condition shall absolutely determine upon the Government giving to the Grantee notice in writing to that effect. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clauses (a), (b) and (c) of this Special Condition.
- (g) It is hereby expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clauses (a), (b) and (c) of this Special Condition neither the Grantee intends to dedicate nor the Government intends to consent to any dedication of the Pink Hatched Red Area to the public for the right of passage or other use.
- (h) It is hereby expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clauses (a), (b) and (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
27. Special Condition No.(39) 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 Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.

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

The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (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 or any part thereof or the Yellow Area or both the lot or any part thereof and the Yellow Area (hereinafter collectively referred to as “the Services”). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the

Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his 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 Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Yellow Area or both the lot or any part thereof and the Yellow Area or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Yellow Area or both the lot or any part thereof and the Yellow Area or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

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

- (a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (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 Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee 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 Grantee 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 Grantee shall pay to the Government on demand the cost of such works.

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

Consent to use temporary mains fresh water for flushing will be given provided that the Grantee will be required to install plumbing suitable for the use of salt water and to accept salt water supply if available in future.



## 15 批地文件的摘要

### SUMMARY OF LAND GRANT

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

The Grantee hereby acknowledges that the lot may be underlain by cavernous marble and accepts that upon any development or redevelopment of the lot extensive geotechnical investigations will be required. The Grantee further accepts that such investigations may reveal the need for a high level of involvement of an experienced geotechnical engineer both in the design and in the supervision of geotechnical aspects of the works required to be carried out on the lot. The Grantee hereby acknowledges that all costs, charges, fees or other expenses whatsoever arising out of any geotechnical investigations, design works, construction, supervision or any other matters whatsoever will be entirely his own responsibility and the Grantee further acknowledges that Government shall be under no liability whatsoever in respect of such costs, charges, fees or other expenses.

32. Special Condition No.(46) 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.

Notes:

1. The plan annexed to the Land Grant is reproduced under the “Information on Public Facilities and Public Open Spaces” section.
2. 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.