

# FLOOR PLANS OF PARKING SPACES IN THE PHASE

## 期數中的停車位的樓面平面圖

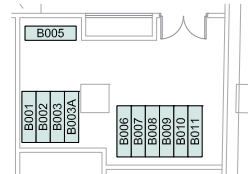
B/F Floor Plan  
地庫樓面平面圖



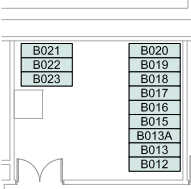
### LEGEND 圖例

- Residential Car Parking Space  
住宅停車位
- Residential Visitors' Parking Space  
住宅訪客停車位
- ♿ Residential Visitors' Accessible Parking Space  
住宅訪客暢通易達停車位
- Residential Motor Cycle Parking Space  
住宅電單車停車位
- Refuse Collection Vehicle Parking Space  
垃圾收集車停車位
- Bicycle Parking Space  
單車停車位
- Commercial Car Parking Space  
商業停車位
- ♿ Commercial Accessible Car Parking Space  
商業暢通易達停車位
- Commercial Motor Cycle Parking Space  
商業電單車停車位
- Public Vehicle Park Car Parking Space  
公共停車場停車位
- Public Vehicle Park Motor Cycle Parking Space  
公共停車場電單車停車位
- Public Vehicle Park Coach Parking Space  
公共停車場旅遊巴士停車位
- Boundary of the Development  
發展項目的界線

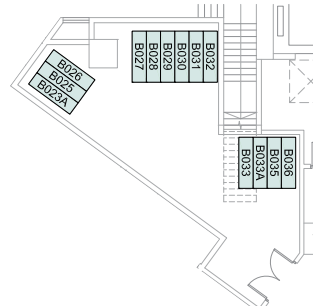
① PART PLAN OF BICYCLE PARKING SPACES  
單車停車位部份平面圖



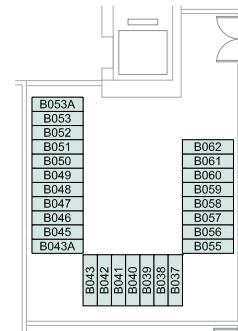
② PART PLAN OF BICYCLE PARKING SPACES  
單車停車位部份平面圖



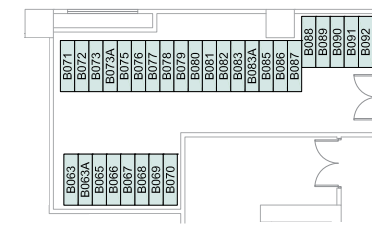
③ PART PLAN OF BICYCLE PARKING SPACES  
單車停車位部份平面圖



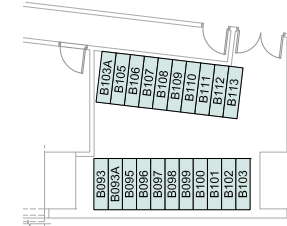
④ PART PLAN OF BICYCLE PARKING SPACES  
單車停車位部份平面圖



⑤ PART PLAN OF BICYCLE PARKING SPACES  
單車停車位部份平面圖



⑥ PART PLAN OF BICYCLE PARKING SPACES  
單車停車位部份平面圖





# FLOOR PLANS OF PARKING SPACES IN THE PHASE

## 期數中的停車位的樓面平面圖

G/F Floor Plan  
地下樓面平面圖



### LEGEND 圖例

- Residential Loading and Unloading Space  
住宅上落貨停車位
- Commercial Loading and Unloading Space  
商業上落貨停車位
- Public Vehicle Park Car Parking Space  
公共停車場停車位
- ♿ Public Vehicle Park Accessible Car Parking Space  
公共停車場暢通易達停車位
- Public Vehicle Park Motor Cycle Parking Space  
公共停車場電單車停車位
- Boundary of the Development  
發展項目的界線

## FLOOR PLANS OF PARKING SPACES IN THE PHASE

### 期數中的停車位的樓面平面圖

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

#### 停車位位置、數目、尺寸及面積

	Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimensions (LxW)(m) 尺寸(長x闊)米	Area of each Parking Space(sq.m) 每個停車位面積(平方米)
	Residential Car Parking Space 住宅停車位	B/F 地庫	330	5.0 x 2.5	12.5
	Residential Visitors' Parking Space 住宅訪客停車位		61	5.0 x 2.5	12.5
♿	Residential Visitors' Accessible Parking Space 住宅訪客暢通易達停車位		2	5.0 x 3.5	17.5
	Residential Motor Cycle Parking Space 住宅電單車停車位		45	2.4 x 1.0	2.4
	Refuse Collection Vehicle Parking Space 垃圾收集車停車位		1	12 x 5.0	60
	Bicycle Parking Space 單車停車位		113	1.8 x 0.5	0.9
	Commercial Car Parking Space 商業停車位		54	5.0 x 2.5	12.5
♿	Commercial Accessible Car Parking Space 商業暢通易達停車位		3	5.0 x 3.5	17.5
	Commercial Motor Cycle Parking Space 商業電單車停車位		3	2.4 x 1.0	2.4
	Public Vehicle Park Coach Parking Space 公共停車場旅遊巴停車位		45	3.5 x 12	42
	Public Vehicle Park Car Parking Space 公共停車場停車位	B/F-G/F 地庫至地下	88	5.0 x 2.5	12.5
♿	Public Vehicle Park Accessible Car Parking Space 公共停車場暢通易達停車位		2	5.0 x 3.5	17.5
	Public Vehicle Park Motor Cycle Parking Space 公共停車場電單車停車位		9	2.4 x 1.0	2.4
	Residential Loading and Unloading Space 住宅上落貨停車位	G/F 地下	26	3.5 x 11	38.5
	Commercial Loading and Unloading Space 商業上落貨停車位		2	3.5 x 11	38.5

## SUMMARY OF THE PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

### 臨時買賣合約的摘要

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



# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

The draft Deed of Mutual Covenant and Management Agreement of the Development (“DMC”) provides that: -

### A. Common parts of the Development

- (i) “Common Areas and Facilities” means collectively the Phase 1 Common Areas and Facilities and such other parts and facilities of the Development designated as common areas and facilities in the Subsequent Phase(s) in any Sub-Deed of Mutual Covenant (as defined below).
- (ii) “Phase 1 Common Areas and Facilities” means all those parts of the Residential Common Areas and Facilities, Residential Tower Common Areas and Facilities, Villa Common Areas and Facilities, Commercial Common Areas and Facilities, Development Common Areas and Facilities, Estate Common Areas and Facilities, Residential Car Park Common Areas and Facilities and Residential/Commercial Car Park Common Areas and Facilities in Phase 1 of the Development.
- (iii) “Common EV Facilities” means all such facilities installed or to be installed in the Development for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance (Chapter 374), any regulations made thereunder and any amending legislation and parked in the Car Parking Area and such facilities shall include but not limited to such wires, cables, ducts, trunking, electric vehicle chargers, electric meters, base box, socket outlet, locks, covers, protective devices and such other electrical or other installations or otherwise for or in relation to such purpose, forming part of the Residential Common Areas and Facilities, Residential Car Park Common Areas and Facilities or Residential/Commercial Car Park Common Areas and Facilities.
- (iv) “Estate Common Areas and Facilities” means and include such potable and flushing pump room, fire service pump room, sprinkler pump room, main switch room, transformer room, emergency generator room, fire service control room and sprinkler control valve room and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the Development (including, for the avoidance of doubt, the Public Vehicle Park) and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of the Development in accordance with the DMC and any Sub-Deed of Mutual Covenant but excluding the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Villa Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Residential/Commercial Car Park Common Areas and Facilities, the Commercial Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner provided that, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344) shall also be covered by the provisions hereinbefore provided, such parts shall also be deemed to have been included as, and shall form part of, the Estate Common Areas and Facilities. Such Estate Common Areas and Facilities (if and where capable of being shown on plans) are for identification purpose shown coloured Light Violet on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed to the DMC.
- (v) “Residential Common Areas and Facilities” means and includes:-
  - (a) the Recreational Areas and Facilities, Residential Visitors’ Parking Spaces, Residential Accessible Car Parking Space, Bicycle Parking Spaces, Residential Loading and Unloading Spaces, parts of the emergency vehicular access, passages, corridors, entrances, halls, entrance lobby, lifts, lift shafts, lift lobbies, stairways and landings, exterior surface, plaster and covering of all fence walls of each Residential House which abut onto any part of the Common Areas and Facilities, main switch rooms, transformer room, flat roofs not forming part of the Residential Units, canopies, dog houses, air-conditioning plinths, cable television system (if any), areas for the installation or use of aerial broadcast distribution or telecommunication network facilities,
  - (b) grease trap room, fire service and sprinkler pump room, swimming pool filtration plant room for the Club House;
  - (c) such greenery areas forming part of the Residential Common Areas and Facilities which said areas shall not be used for any purpose other than those permitted under the Land Grant without the prior consent of the Building Authority and are (if and where capable of being shown on plans) for the purposes of identification only shown coloured Yellow on the greenery area plans of the DMC Plans certified as to their accuracy by the Authorized Person and annexed to the DMC;
  - (d) aerials, meters, transformers, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air-conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of the Residential Accommodation and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of the Residential Accommodation in accordance with the DMC and any Sub-Deed of Mutual Covenant; and

- (e) such Common EV Facilities (other than those forming part of the Residential Car Park Common Areas and Residential/Commercial Car Park Common Areas and Facilities);

but excluding the Estate Common Areas and Facilities, the Development Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Villa Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Residential/Commercial Car Park Common Areas and Facilities, the Commercial Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner provided that, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities. Such Residential Common Areas and Facilities (if and where capable of being shown on plans) are for identification purpose shown coloured Yellow on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed to the DMC.

- (vi) “Residential Tower Common Areas and Facilities” means and includes structural walls, external walls (including for the avoidance of doubt, non-structural pre-fabricated external walls) and exterior surfaces and lightings of the Residential Towers, Wider Lift Lobbies and Corridors, air-conditioning platforms, air-conditioning plinths, passages, common corridors, lifts, lift shafts, lift lobbies, entrance lobbies, fireman’s lift lobbies, lift machine rooms, refuse collection & material recovery rooms, sprinkler pump rooms, flushing pump rooms, fire service pump rooms, potable and flushing pump rooms, sub-main switch rooms, telecommunication and broadcasting equipment room, electrical rooms, water meter cabinets, hose reels, metal canopy, dog houses, fan rooms, electrical meter rooms, water meter rooms, pipe ducts, roofs and flat roofs and upper roofs within the Residential Towers and not forming parts of the Residential Units, architectural features, building maintenance units, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to any Residential Tower, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of any Residential Tower and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of any Residential Tower in accordance with the DMC and any Sub-Deed of Mutual Covenant but excluding the Estate Common Areas and Facilities, the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Villa Common Areas and Facilities, the Residential/Commercial Car Park Common Areas and Facilities, the Commercial Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner provided that, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Tower Common Areas and Facilities. Such Residential Tower Common Areas and Facilities (if and where capable of being shown on plans) are for the purpose of identification shown coloured Brown on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed to the DMC.
- (vii) “Villa Common Areas and Facilities” means and includes structural walls, external walls (including for the avoidance of doubt, non-structural pre-fabricated external walls) and exterior surfaces and lightings of the Villas, air-conditioning platforms, passages, common corridors, lifts, lift shafts, lift lobbies, entrance lobbies, fire service pump rooms, water meter rooms, potable and flushing pump rooms, electrical rooms, electrical meter rooms, metal canopies, roofs and upper roofs within the Villas and not forming parts of the Residential Units, architectural features, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to any Villa, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the residents of any Villa and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of any Villa in accordance with the DMC and any Sub-Deed of Mutual Covenant but excluding the Estate Common Areas and Facilities, the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Residential/Commercial Car Park Common Areas and Facilities, the Commercial Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs

to any particular Owner and such facilities within the Development serving only any particular Owner provided that, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Villa Common Areas and Facilities. Such Villa Common Areas and Facilities (if and where capable of being shown on plans) are for the purpose of identification shown coloured Light Indigo on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed to the DMC.

- (viii) "Commercial Common Areas and Facilities" means and includes (i) the Commercial Loading and Unloading Spaces, (ii) the Commercial Accessible Car Parking Space, and (iii) such common parts which are at or provided or installed in the Development intended for the common use and benefit of the Owners or occupiers of the Commercial Accommodation and their bona fide guests or visitors and such other areas within the Lot and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of the Commercial Accommodation in accordance with the DMC and any Sub-Deed of Mutual Covenant but excluding the Estate Common Areas and Facilities, the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, Villa Common Areas and Facilities, the Residential Car Park Common Areas and Facilities and the Residential/Commercial Car Park Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner provided that, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap. 344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap. 344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap. 344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Commercial Common Areas and Facilities. Such Commercial Common Areas and Facilities (if and where capable of being shown on plans) are for identification purpose shown coloured Pink Hatched Black on the DMC Plans (certified as to their accuracy by Authorized Person) and annexed to the DMC and will be shown on the plans to be annexed to the Sub-Deed of Mutual Covenant.
- (ix) "Development Common Areas and Facilities" means and includes:-
- (a) such parts of the Development which are intended for the common use and benefit of the Development (other than the Public Vehicle Park) including but not limited to footpaths, passages, main entrances, walkways, boundary fence walls, Slope Structures (if any), roadways and pavements, parts of emergency vehicular access, lawn, planters, landscaped areas, fan rooms, potable and flushing pump room, fire service pump room, main switch rooms, street fire hydrant pump room, telecommunication and broadcasting equipment rooms, water meter rooms, emergency generator room, transformer rooms, hose reels, refuse storage and material recovery chamber with vehicular access, office accommodation for watchmen and caretakers, quarters for watchmen and caretakers, Owners' Corporation or Owners' Committee office, common staircases and stairways, shuttle lifts and lobbies and such of the lightning conductor, mobile phone antenna, aerials, communal television and radio serial systems, drains, channels, water mains, sewers, fresh and salt water storage tanks, fresh and salt water intakes and mains, storm water storage tank and drainage connection, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, artificial lighting and backup emergency systems for staircases, fire prevention and fighting equipment and apparatus, security systems and apparatus, the refuse collection system, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development which are (if and where capable of being shown on plans) for the purposes of identification shown coloured Indigo on the DMC Plans (certified as to their accuracy by the Authorized Person) and annexed to the DMC;
- (b) such part of the external walls (including for the avoidance of doubt, non-structural pre-fabricated external walls) of the Development (other than those forming part of the Residential Accommodation or the Commercial Accommodation);
- (c) such greenery areas forming part of the Development Common Areas and Facilities which said areas shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority and are (if and where capable of being shown on plans) for the purposes of identification only shown coloured Indigo on the greenery area plans of the DMC Plans certified as to their accuracy by the Authorized Person and annexed to the DMC;
- (d) such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development designated as Development Common Areas and Facilities in accordance with the DMC and any Sub-Deed of Mutual Covenant;

but excluding the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, Villa Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Residential/Commercial Car Park Common Areas and Facilities, the Commercial Common Areas and Facilities, the Estate Common Areas and Facilities

and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner provided that, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities.

- (x) "Residential Car Park Common Areas and Facilities" means such parts of the Development including but not limited to driveways, passages, ramps, electric vehicles charging meter rooms, such Common EV Facilities (other than those forming part of the Residential Common Areas and Facilities or the Residential/Commercial Car Park Common Areas and Facilities) and such other areas and facilities which are intended for the common use and benefit of the Residential Car Parking Spaces, the Residential Motor Cycle Parking Spaces, the Residential Visitors' Parking Spaces and the Residential Accessible Car Parking Space but excluding the Estate Common Areas and Facilities, the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Villa Common Areas and Facilities, the Residential/Commercial Car Park Common Areas and Facilities, the Commercial Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner provided that, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Car Park Common Areas and Facilities. Such Residential Car Park Common Areas and Facilities (if and where capable of being shown on plans) are for the purpose of identification shown coloured Light Green on the DMC Plans (certified as to their accuracy by the Authorized Person) and annexed to the DMC.
- (xi) "Residential/Commercial Car Park Common Areas and Facilities" means such parts of the Development including but not limited to driveways, passages, ramps, fan rooms, electric vehicles charging meter rooms, such Common EV Facilities (other than those forming part of the Residential Car Park Common Areas and Facilities and Residential Common Areas and Facilities) and such other areas and facilities which are intended for the common use and benefit of the Parking Spaces and the Commercial Accessible Car Parking Spaces but excluding the Estate Common Areas and Facilities, the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Villa Common Areas and Facilities, the Residential Car Park Common Areas and Facilities, the Commercial Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner provided that, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential/Commercial Car Park Common Areas and Facilities. Such Residential/Commercial Car Park Common Areas and Facilities (if and where capable of being shown on plans) are for the purpose of identification shown coloured Green on the DMC Plans (certified as to their accuracy by the Authorized Person) and annexed to the DMC.
- (xii) "Sub-Deed of Mutual Covenant" means a Sub-Deed of Mutual Covenant to be entered into between the First Owner with other co-owners of the Development after the DMC setting forth the rights and obligations of the Owners of any part or parts of the Development.
- (xiii) The Owners shall not convert any part of the Common Areas and Facilities to his own use or for his own benefit unless approved by the Owner's Committee.
- (xiv) The Owners shall not obstruct the Common Areas and Facilities nor do anything in the Common Areas and Facilities as may be or become a nuisance to any other Owners or occupiers of the Development.
- (xv) The Common Areas and Facilities shall be managed by the Manager, who is appointed to act as agent for and on behalf of all Owners duly authorized in accordance with the provisions of the DMC and the relevant Sub-Deed of Mutual Covenant (if any) in respect of any matter concerning the Common Areas and Facilities.



# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

B. Number of undivided shares assigned to each residential property in the Phase

T2A

Floor	Flat	A1	A2	A3	A5	A6	A7	A8	A9
1/F		808	769	778	750	558	558	999	912
	B1	B2	B3	B5	B6	B7	B8	-	-
	658	761	793	748	712	520	705	-	-
	C1	C2	C3	C5	C6	-	-	-	-
	1168	955	969	876	624	-	-	-	-
2/F - 3/F & 5/F - 9/F	A1	A2	A3	A5	A6	A7	A8	A9	
	760	899	741	708	527	527	935	876	
	B1	B2	B3	B5	B6	B7	B8	-	-
	614	760	793	748	712	520	705	-	-
	C1	C2	C3	C5	C6	-	-	-	-
1168	955	969	876	625	-	-	-	-	
10/F	A1	A2	A3	A5	A6	A7	A8	A9	
	-	-	-	742	571	571	1018	-	-
	B1	B2	B3	B5	B6	-	-	-	-
	2008	-	855	795	781	-	-	-	-

T2B

Floor	Flat	A1	A2	A3	A5	A6	A7	A8	A9
G/F		909	1003	560	560	766	736	738	804
	B1	B2	B3	B5	B6	-	-	-	-
	667	863	787	1045	555	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1239	-	765	610	856	812	654	-	-	
1/F - 3/F & 5/F - 9/F	A1	A2	A3	A5	A6	A7	A8	A9	
	876	935	527	527	708	699	690	760	
	B1	B2	B3	B5	B6	-	-	-	-
	623	851	895	969	521	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1184	711	713	748	793	760	614	-	-	
10/F	A1	A2	A3	A5	A6	A7	A8	A9	
	-	1013	571	571	737	728	753	779	
	B1	B2	B3	B5	-	-	-	-	-
	1466	-	982	1044	-	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1618	739	774	797	867	-	2030	-	-	

T3A

Floor	Flat	A1	A2	A3	A5	A6	A7	A8	A9
1/F		829	690	722	708	527	527	935	876
	B1	B2	B3	B5	B6	B7	B8	-	-
	629	761	793	748	712	520	664	-	-
	C1	C2	C3	C5	C6	-	-	-	-
1174	969	895	851	673	-	-	-	-	
2/F - 3/F & 5/F - 9/F	A1	A2	A3	A5	A6	A7	A8	A9	
	760	690	722	708	527	527	935	876	
	B1	B2	B3	B5	B6	B7	B8	-	-
	629	760	793	748	712	520	664	-	-
	C1	C2	C3	C5	C6	-	-	-	-
1174	969	895	851	623	-	-	-	-	
10/F	A1	A2	A3	A5	A6	A7	A8	A9	
	-	753	752	739	571	571	1018	-	-
	B1	B2	B3	B5	B6	B7	B8	-	-
	2005	-	868	795	772	548	694	-	-
	C1	C2	C3	C5	-	-	-	-	-
-	2016	986	2104	-	-	-	-	-	

T3B

Floor	Flat	A1	A2	A3	A5	A6	A7	A8	A9
G/F		909	1004	561	561	757	752	738	804
	B1	B2	B3	B5	B6	-	-	-	-
	669	912	792	1042	553	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1234	-	765	611	857	812	662	-	-	
1/F - 3/F & 5/F - 9/F	A1	A2	A3	A5	A6	A7	A8	A9	
	876	935	527	527	708	699	690	760	
	B1	B2	B3	B5	B6	-	-	-	-
	623	851	895	969	521	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1184	711	713	748	793	760	614	-	-	
10/F	A1	A2	A3	A5	A6	A7	A8	A9	
	-	1013	571	571	737	728	753	779	
	B1	B2	B3	B5	-	-	-	-	-
	1466	-	982	1044	-	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1618	739	774	797	867	-	2030	-	-	



T5A

Floor	Flat	A1	A2	A3	A5	A6	A7	A8	A9
G/F		-	-	-	-	-	828	820	-
	<b>B1</b>	<b>B2</b>	<b>B3</b>	-	-	-	-	-	-
	-	-	788	-	-	-	-	-	-
1/F	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A5</b>	<b>A6</b>	<b>A7</b>	<b>A8</b>	<b>A9</b>	
	750	822	688	693	711	784	774	876	
	<b>B1</b>	<b>B2</b>	<b>B3</b>	<b>B5</b>	<b>B6</b>	-	-	-	
	867	775	737	688	460	-	-	-	
	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C5</b>	<b>C6</b>	<b>C7</b>	<b>C8</b>	<b>C9</b>	
790	809	658	725	761	818	818	621		
2/F - 3/F & 5/F - 9/F	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A5</b>	<b>A6</b>	<b>A7</b>	<b>A8</b>	<b>A9</b>	
	720	796	688	693	711	784	774	876	
	<b>B1</b>	<b>B2</b>	<b>B3</b>	<b>B5</b>	<b>B6</b>	-	-	-	
	867	775	737	688	460	-	-	-	
	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C5</b>	<b>C6</b>	<b>C7</b>	<b>C8</b>	<b>C9</b>	
790	788	624	686	742	796	755	623		
10/F	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A5</b>	<b>A6</b>	<b>A7</b>	<b>A8</b>	<b>A9</b>	
	-	865	745	751	742	826	832	-	
	<b>B1</b>	<b>B2</b>	<b>B3</b>	<b>B5</b>	<b>B6</b>	-	-	-	
	1474	838	797	742	488	-	-	-	
	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C5</b>	<b>C6</b>	<b>C7</b>	<b>C8</b>	<b>C9</b>	
815	813	677	743	772	840	-	1856		

T5B

Floor	Flat	A1	A2	A3	A5	A6	A7	A8
G/F		828	860	755	552	852	838	-
	<b>B1</b>	<b>B2</b>	<b>B3</b>	<b>B5</b>	<b>B6</b>	-	-	
	-	-	769	809	774	-	-	
	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C5</b>	<b>C6</b>	<b>C7</b>	-	
	-	672	624	830	796	661	-	
1/F - 3/F & 5/F - 9/F	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A5</b>	<b>A6</b>	<b>A7</b>	<b>A8</b>	
	787	796	706	532	794	774	876	
	<b>B1</b>	<b>B2</b>	<b>B3</b>	<b>B5</b>	<b>B6</b>	<b>B7</b>	-	
	866	768	738	782	725	466	-	
	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C5</b>	<b>C6</b>	<b>C7</b>	-	
772	643	748	799	760	620	-		
10/F	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A5</b>	<b>A6</b>	<b>A7</b>	<b>A8</b>	
	-	863	731	577	870	846	-	
	<b>B1</b>	<b>B2</b>	<b>B3</b>	<b>B5</b>	<b>B6</b>	<b>B7</b>	-	
	1473	827	796	851	751	488	-	
	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C5</b>	<b>C6</b>	<b>C7</b>	-	
796	698	793	874	-	1997	-		

RV10

Floor	Flat	A	B	C
G/F		2263	2195	-
1/F - 2/F		1409	1371	1339
3/F		1658	1649	-
5/ - 6/F		2199	2153	-

RV11

Floor	Flat	A	B	C
G/F		2267	2196	-
1/F - 2/F		1409	1371	1339
3/F		1658	1649	-
5/ - 6/F		2199	2153	-

# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

### WV1

Floor \ Flat	A	B	C
G/F	2272	2203	-
1/F - 2/F	1409	1371	1339
3/F	1658	1649	-
5/ - 6/F	2199	2153	-

### WV2

Floor \ Flat	A	B	C
G/F	2299	2205	-
1/F - 2/F	1409	1371	1339
3/F	1658	1649	-
5/ - 6/F	2199	2153	-

### WV3

Floor \ Flat	A	B	C
G/F	2335	2259	-
1/F - 2/F	1409	1371	1346
3/F	1658	1656	-
5/ - 6/F	2199	2153	-

### WV5

Floor \ Flat	A	B	C
G/F	2331	2282	-
1/F - 2/F	1409	1371	1346
3/F	1658	1656	-
5/ - 6/F	2199	2153	-

### WV6

Floor \ Flat	A	B	C
G/F	2303	2207	-
1/F - 2/F	1409	1371	1339
3/F	1658	1649	-
5/ - 6/F	2199	2153	-

### WV7

Floor \ Flat	A	B	C
G/F	2319	2211	-
1/F - 2/F	1409	1371	1339
3/F	1658	1649	-
5/ - 6/F	2199	2153	-

### WV8

Floor \ Flat	A	B	C
G/F	2331	2232	-
1/F - 2/F	1409	1371	1339
3/F	1658	1649	-
5/ - 6/F	2199	2153	-

### WV9

Floor \ Flat	A	B	C
G/F	2262	2206	-
1/F - 2/F	1409	1371	1339
3/F	1658	1649	-
5/ - 6/F	2199	2153	-

### C. Term of years for which the Manager of the Development is appointed

The Manager will be appointed under the DMC as the Manager of the Development for an initial term of not exceeding two years commencing from the date of the DMC and to be continued thereafter, subject to the provisions for termination contained in the DMC.

### D. Basis on which the Management Expenses are shared among the owners of residential properties in the Development

- (a) The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed). The annual budget shall be in two parts. The first part shall cover all expenditure which in the opinion of the Manager is to be expended for the benefit of all Owners or required for the proper management of the Development, the Estate Common Areas and Facilities, the Green Areas and the Green Areas' Structures. The second part shall cover expenditure which in the opinion of the Manager is specifically referable to different specific parts of the Development and shall be divided into eight sections which cover respectively the following:
- all expenditure which in the opinion of the Manager is specifically referable to the Development Common Areas and Facilities providing service to Owners, occupiers or residents of Residential Units, Parking Spaces and the Commercial Units;
  - all expenditure which in the opinion of the Manager is specifically referable to the Residential Common Areas and Facilities providing service to Owners or residents of Residential Units;
  - all expenditure which in the opinion of the Manager is specifically referable to the Residential Tower Common Areas and Facilities;
  - all expenditure which in the opinion of the Manager is specifically referable to the Villa Common Areas and Facilities;
  - all expenditure which in the opinion of the Manager specifically referable to the common areas and facilities serving the Residential Houses in the Subsequent Phase(s);
  - all expenditure which in the opinion of the Manager is specifically referable to the Residential Car Park Common Areas and Facilities;
  - all expenditure which in the opinion of the Manager is specifically referable to the Residential/Commercial Car Park Common Areas and Facilities; and
  - all expenditure which in the opinion of the Manager is specifically referable to the Commercial Common Areas and Facilities providing services to Owners or occupiers of Commercial Units.
- (b) Each Owner shall pay for every Undivided Share allocated to any Unit of which he is the Owner a fraction of the total amount assessed under the first part of the annual adopted budget as referred to in Clause 15(a) of the DMC in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development.
- (c) Each Owner of the Residential Units, the Parking Spaces and the Commercial Units in addition to the amount payable under Clause 16(b) of the DMC shall in respect of each Undivided Share allocated to his own Unit pay a fraction of the total amount assessed under the first section of the second part of the annual adopted budget as referred to in Clause 15(b)(i) in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units, all Parking Spaces and the Commercial Units (other than the Commercial Car Parking Spaces and the Commercial Motor Cycle Parking Spaces).
- (d) Each Owner of the Residential Units in addition to the amount payable under Clauses 16(b) and (c) of the DMC shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay a fraction of the total amount assessed under second section of the second part of the annual adopted budget as referred to in Clause 15(b)(ii) of the DMC in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units.
- (e) Each Owner of the Residential Units in the Residential Towers in addition to the amount payable under Clauses 16(b), (c) and (d) of the DMC shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Towers of which he is the Owner pay a fraction of the total amount assessed under the third section of the second part of the annual adopted budget as referred to in Clause 15(b)(iii) of the DMC in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units in the Residential Towers.
- (f) Each Owner of the Villa Units in addition to the amount payable under Clauses 16(b), (c) and (d) of the DMC shall in respect of each Undivided Share allocated to a Villa Unit of which he is the Owner pay a fraction of the total amount assessed under the fourth section of the second part of the annual adopted budget as referred to in Clause 15(b)(iv) of the DMC in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Villa Units.
- (g) Each Owner of the Residential Houses in addition to the amount payable under Clauses 16(b), (c) and (d) of the DMC shall in respect of each Undivided Share allocated to a Residential House of which he is the Owner pay a fraction of the

#### Remarks:

- There is no T4A, T4B and WV4 in the Development.
- There are no 4<sup>th</sup> floor in the Development.
- There are no Flat A4, B4 and C4 in T2A, T2B, T3A, T3B, T5A and T5B.

total amount assessed under the fifth section of the second part of the annual adopted budget as referred to in Clause 15(b)(v) of the DMC in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Houses.

- (h) (i) Each Owner of the Residential Units in addition to the amount payable under Clauses 16(b) to (g) of the DMC (if applicable) above shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay a fraction of a percentage (calculated in accordance with the formula set out in Clause 16(h)(ii) of the DMC) of the total amount assessed under sixth section of the second part of the annual adopted budget as referred to in Clause 15(b)(vi) of the DMC. The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Residential Units and all Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces.

$$(ii) \text{ Percentage in Clause 16(h)(i) of the DMC} = \frac{\text{Number of Residential Visitors' Parking Spaces} + \text{Number of Residential Accessible Car Parking Space}}{\text{Number of Residential Visitors' Parking Spaces} + \text{Number of Residential Accessible Car Parking Space} + \text{Number of Residential Car Parking Spaces} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)}$$

- (i) (i) Each Owner of the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces in addition to the amount payable under Clauses 16(b) and (c) of the DMC shall in respect of each Undivided Share allocated to a Residential Car Parking Space and a Residential Motor Cycle Parking Space of which he is the Owner pay a fraction of a percentage (calculated in accordance with the formula set out in Clause 16(i)(ii) of the DMC) of the total amount assessed under the sixth of the second part of the annual adopted budget as referred to in Clause 15(b)(vi) of the DMC. The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Residential Units and all the Residential Car Parking Spaces and Residential Motor Cycle Parking Spaces.

$$(ii) \text{ Percentage in Clause 16(i)(i) of the DMC} = \frac{\text{Number of Residential Car Parking Spaces} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)}{\text{Number of Residential Visitors' Parking Spaces} + \text{Number of Residential Accessible Car Parking Space} + \text{Number of Residential Car Parking Spaces} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)}$$

- (j) (i) Each Owner of the Parking Spaces in addition to the amount payable under Clauses 16(b), (c) and (i) of the DMC (if applicable) shall in respect of each Undivided Share allocated to a Parking Space of which he is the Owner pay a fraction of a percentage (calculated in accordance with the formula set out in Clause 16(j)(ii) of the DMC) of the total amount assessed under the seventh section of the second part of the annual adopted budget as referred to in Clause 15(b)(vii) of the DMC. The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Parking Spaces, all the Residential Units and the Commercial Units (other than the Commercial Car Parking Spaces and the Commercial Motor Cycle Parking Spaces).

$$(ii) \text{ Percentage in Clause 16(j)(i) of the DMC} = \frac{\text{Number of Commercial Car Parking Spaces} + (\text{Number of Commercial Motor Cycle Parking Spaces} \times 1/5) + \text{Number of Residential Car Parking Spaces} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)}{\text{Number of Commercial Car Parking Spaces} + (\text{Number of Commercial Motor Cycle Parking Spaces} \times 1/5) + \text{Number of Commercial Accessible Car Parking Spaces} + \text{Number of Residential Car Parking Spaces} + \text{Number of Residential Visitors' Parking Spaces} + \text{Number of Residential Accessible Car Parking Space} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)}$$

- (k) (i) Each Owner of the Commercial Units (other than the Commercial Car Parking Spaces and the Commercial Motor Cycle Parking Spaces) in addition to the amount payable under Clause 16(b) of the DMC shall in respect of each Undivided Share allocated to a Commercial Unit of the Commercial Accommodation of which he is the Owner pay a fraction of a percentage (calculated in accordance with the formula set out in Clause 16(k)(ii) of the DMC) of the total amount assessed under the seventh section of the second part of the annual adopted budget as referred to in Clause 15(b)(vii) of the DMC. The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all Parking Spaces, all the Residential Units and all the Commercial Units (other than the Commercial Car Parking Spaces and the Commercial Motor Cycle Parking Spaces).

$$(ii) \text{ Percentage in Clause 16(k)(i) of the DMC} = \frac{\text{Number of Commercial Accessible Car Parking Spaces}}{\text{Number of Commercial Car Parking Spaces} + (\text{Number of Commercial Motor Cycle Parking Spaces} \times 1/5) + \text{Number of Commercial Accessible Car Parking Spaces} + \text{Number of Residential Visitors' Parking Spaces} + \text{Number of Residential Accessible Car Parking Space} + \text{Number of Residential Car Parking Spaces} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)}$$

- (l) (i) Each Owner of the Residential Units in addition to the amount payable under Clauses 16(b) to (h) of the DMC (if applicable) shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay a fraction of a percentage (calculated in accordance with the formula set out in Clause 16(l)(ii) of the DMC) of the total amount assessed under the seventh section of the second part of the annual adopted budget as referred to in Clause 15(b)(vii) of the DMC. The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Parking Spaces, all the Residential Units and the Commercial Units (other than the Commercial Car Parking Spaces and Commercial Motor Cycle Parking Spaces).

$$(ii) \text{ Percentage in Clause 16(l)(i) of the DMC} = \frac{\text{Number of Residential Visitors' Parking Spaces} + \text{Number of Residential Accessible Car Parking Space}}{\text{Number of Commercial Car Parking Spaces} + (\text{Number of Commercial Motor Cycle Parking Spaces} \times 1/5) + \text{Number of Commercial Accessible Car Parking Spaces} + \text{Number of Residential Visitors' Parking Spaces} + \text{Number of Residential Accessible Car Parking Space} + \text{Number of Residential Car Parking Spaces} + (\text{Number of Residential Motor Cycle Parking Spaces} \times 1/5)}$$

- (m) Each Owner of the Commercial Units in addition to the amount payable under Clauses 16(b) and (k) of the DMC shall in respect of each Undivided Share allocated to a Commercial Unit of the Commercial Accommodation of which he is the Owner pay a fraction of the total amount assessed under the eighth section of the second part of the annual adopted budget as referred to in Clause 15(b)(viii) of the DMC in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Commercial Units.
- (n) Where any expenditure for the management and maintenance of the Development and the Lot shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or group of Units and no Owner of any other Unit shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit or group of Units on demand.
- (o) The liability of the Owner of a Unit to contribute to the amount under the annual budget of management expenses prepared by the Manager shall only accrue with effect (i) from the date of the DMC if his Unit is situated in Phase 1; and (ii) from the date of the relevant Sub-Deed of any Subsequent Phase(s) if his Unit is situated in such Subsequent Phase(s).

#### E. Basis on which the Management Fee Deposit is fixed

The amount of Management Fee Deposit is 3/12 of the first year's budgeted management expenses payable in respect of each Undivided Share allocated to the part of the Development of which he is the owner.

#### F. Area (if any) in the Development retained by the owner for its own use

There is no area in the Development which is retained by the owner (Jet Group Limited) for that owner's use as referred to in section 14(2)(f), Part 1, Schedule 1 of Residential Properties (First-hand Sales) Ordinance.

#### Notes:

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



# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

發展項目公契及管理協議擬稿（「公契」）有下述條文：-

### A. 發展項目的公用部分

- (i) 「公用地方及設施」包括第一期發展項目公用地方及設施及在以後期數的任何副公契（定義見下文）中指定為公用地方及設施的發展項目的該等其他部分及設施。
- (ii) 「第一期公用地方及設施」包括第一期發展項目內的住宅公用地方及設施、住宅大廈公用地方及設施、別墅公用地方及設施、商業公用地方及設施、發展項目公用地方及設施、屋苑公用地方及設施、住宅停車場公用地方及設施及住宅/商業停車場公用地方及設施的所有該等部分。
- (iii) 「電動車公用設施」指在本發展項目內已或擬安裝為或關於《道路交通條例》（第374章）、任何相關規例和修訂條文下及停泊在停車場地方及該等設施的持牌之電動車或電動單車充電之所有該等設施，此等設施包括但不限於電線、電纜、管道、線槽、電動車充電器、電錶、底座、插座、鎖、蓋、保護性設備及其他電力或其他裝置或其他為或有關上述用途的設施；構成住宅公用地方及設施、住宅停車場公用地方及設施或住宅/商業停車場公用地方及設施的一部份。
- (iv) 「屋苑公用地方及設施」指並包括食水及沖廁水泵房、消防水泵房、消防花灑泵房、總電掣房、變壓器房、緊急發電機機房、消防控制室、灑水器控制閥室及在發展項目內或提供或安裝擬供發展項目（為免疑問，包括公共停車場）和他們真正的客人或訪客共同使用與享用的其他系統、裝置及設施，及由第一業主根據公契及任何副公契所指定用作發展項目的共同使用與享用的地段內其他地方及在發展項目內的其他系統、裝置及設施，但不包括發展項目公用地方及設施、住宅公用地方及設施、住宅大廈公用地方及設施、別墅公用地方及設施、住宅停車場公用地方及設施、住宅/商業停車場公用地方及設施、商業公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》（第344章）第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》（第344章）第一附表指定並納入《建築物管理條例》（第344章）第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成屋苑公用地方及設施的一部份。該屋苑公用地方及設施在附錄於公契的圖則（經認可人士核實準確度）以淺紫色顯示（如可以在圖則上顯示），僅供識別。
- (v) 「住宅公用地方及設施」指並包括：-
- (a) 康樂地方及設施、住宅訪客停車位、住宅暢通易達車位、單車停車位、住宅上落貨車位、部份緊急車輛通道、通道、走廊、入口、大堂、入口大堂、升降機、升降機槽、升降機大堂、樓梯及梯台、各住宅洋房毗連的任何公用地方及設施的所有圍牆的外部表面、灰泥和圍牆的覆蓋物、總電掣房、變壓器房、不構成住宅單位一部份的平台、簷篷、室外管道檢修井、冷氣機台、有線電視系統（如有）、用作安裝或使用天線廣播分導或電訊網絡設施的地方；
- (b) 隔油房、消防及花灑泵房、會所游泳池的濾水器機房；
- (c) 除非獲得建築事務監督事先同意，構成住宅公用地方及設施一部份的綠化地方不得用作批地文件非允許之用途，在附錄於公契的經認可人士核實準確度的公契綠化範圍圖則上，綠化地方（如可以在圖則上顯示）以黃色顯示，僅供識別；
- (d) 天線、儀表、變壓器、照明、排水渠、渠道、污水渠、鹹水及食水進水口及總喉、電線、電纜、冷氣機及通風系統和輸送食水或鹹水、污水、煤氣、電力及其他服務予住宅樓宇的其他設施（不論是否有上套管）、泵、水缸、衛生裝置、電力裝置、固定物、設備及設施、消防及滅火設備及設施、保安系統及設施、通風系統及在發展項目內或提供或安裝擬供住宅樓宇的住客和他們真正的客人或訪客共同使用與享用的其他系統、裝置及設施，及根據公契及任何副公契由第一業主所指定用作住宅樓宇共同使用與享用的地段內其他地方及在發展項目內的其他系統、裝置及設施；及
- (e) 電動車公用設施的部份（構成住宅停車場公用地方及住宅/商業停車場公用地方及設施一部份的電動車公用設施除外）；但不包括屋苑公用地方及設施、發展項目公用地方及設施、住宅大廈公用地方及設施、別墅公用地方及設施、住宅停車場公用地方及設施、住宅/商業停車場公用地方及設施、商業公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》（第344章）第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》（第344章）第一附表指定並納入《建築物管理條例》（第344章）第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成住宅公用地方及設施的一部份。住宅公用地方及設施在附錄於公契的圖則（經認可人士核實準確度）以黃色顯示（如可以在圖則上顯示），僅供識別。
- (vi) 「住宅大廈公用地方及設施」指並包括結構牆、外牆（為免疑問，包括非結構的預製外牆）及住宅大廈的外部表面及照明、加闊的大堂及走廊、冷氣機平台、冷氣機台、通道、公用走廊、升降機、升降機槽、升降機大堂、入口大堂、消防員升降機大堂、升降機機房、垃圾收集及物料回收房、消防花灑泵房、沖廁水泵房、消防水泵房、食水及沖廁水泵房、電掣房、電訊及廣播設備室、電力房、水錶櫃、消防喉轆、金屬簷篷、室外管道檢修井、風櫃房、電錶房、水錶房、管道槽、管道、住宅大廈內不構成住宅單位一部份的天台、平台及上層天台、建築裝飾、維修吊船、天線、儀表、照明、排水渠、渠道、污水渠、鹹水及食水進水口及總喉、電線、電纜及供應食水或鹹水、污水、煤氣、電力及其他服務予住宅大廈的其他設施（不論是否有上套管）、泵、水缸、衛生裝置、電力裝置、固定物、設備及設施、消防及滅火設備及設施、保安系統及設施、通風系統及在發展項目內或提供或安裝擬供住宅大廈的住客和他們真正的客人或訪客共同使用與享用的其他系統、裝置及設施，及由第一業主根據公契及任何副公契所指定用作住宅大廈的共同使用與享用的地段內其他地方及在發展項目內的其他系統、裝置及設施，但不包括屋苑公用地方及設施、發展項目公用地方及設施、住宅公

用地方及設施、住宅停車場公用地方及設施、別墅公用地方及設施、住宅/商業停車場公用地方及設施、商業公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》（第344章）第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》（第344章）第一附表指定並納入《建築物管理條例》（第344章）第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成住宅大廈公用地方及設施的一部份。住宅大廈公用地方及設施在附錄於公契的圖則（經認可人士核實準確度）以棕色顯示（如可以在圖則上顯示），僅供識別。

- (vii) 「別墅公用地方及設施」指並包括結構牆、外牆（為免疑問，包括非結構的預製外牆）及別墅的外部表面及照明、冷氣機平台、通道、公用走廊、升降機、升降機槽、升降機大堂、入口大堂、消防水泵房、水錶房、食水及沖廁水泵房、電力房、電錶房、金屬簷篷、別墅內不構成住宅單位一部份的天台、上層天台、建築裝飾、天線、儀表、照明、排水渠、渠道、污水渠、鹹水及食水進水口及總喉、電線、電纜及供應食水或鹹水、污水、煤氣、電力及其他服務予別墅的其他設施（不論是否有上套管）、泵、水缸、衛生裝置、電力裝置、固定物、設備及設施、消防及滅火設備及設施、保安系統及設施、通風系統及在發展項目內或提供或安裝擬供別墅的住客和他們真正的客人或訪客共同使用與享用的其他系統、裝置及設施，及由第一業主根據公契及任何副公契所指定用作別墅的共同使用與享用的地段內其他地方及在發展項目內的其他系統、裝置及設施，但不包括屋苑公用地方及設施、發展項目公用地方及設施、住宅公用地方及設施、住宅大廈公用地方及設施、住宅停車場公用地方及設施、住宅/商業停車場公用地方及設施、商業公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》（第344章）第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》（第344章）第一附表指定並納入《建築物管理條例》（第344章）第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成別墅公用地方及設施的一部份。別墅公用地方及設施在附錄於公契的圖則（經認可人士核實準確度）以淺靛藍色顯示（如可以在圖則上顯示），僅供識別。
- (viii) 「商業公用地方及設施」指並包括(i) 商戶上落貨車位，(ii) 商業暢通易達車位，及(iii) 在發展項目內或提供或安裝擬供商業樓宇的業主或佔用人和其他人及他們真正的客人或訪客共同使用與享用的其他系統、裝置及設施，及由第一業主根據公契及任何副公契所指定用作商業樓宇的共同使用與享用的地段內其他地方及在發展項目內的其他系統、裝置及設施，但不包括屋苑公用地方及設施、發展項目公用地方及設施、住宅公用地方及設施、住宅大廈公用地方及設施、別墅公用地方及設施、住宅停車場公用地方及設施、住宅/商業停車場公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》（第344章）第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》（第344章）第一附表指定並納入《建築物管理條例》（第344章）第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成商業公用地方及設施的一部份。該商業公用地方在附錄於公契的圖則（經認可人士核實準確度）以粉紅色加黑斜線顯示（如可以在圖則上顯示）及將在附錄於副公契的圖則顯示，僅供識別。
- (ix) 「發展項目公用地方及設施」指並包括：-
- (a) 擬供發展項目共同使用與享用的發展項目的部分（公共停車場除外），包括但不限於小徑、通道、主入口、人行道、邊界圍牆、斜坡構築物（如有）、行車路及行人徑、部份緊急車輛通道、草坪、花槽、園景區、通風機房、水及沖廁水泵房、消防水泵房、總電掣房、街道消防栓泵房、電訊及廣播設備機房、水錶房、緊急發電機房、變壓器房、消防喉轆、設有車輛通道的垃圾及物料回收房、保安人員及管理員的辦公室、保安人員及管理員的宿舍、業主立案法團或業主委員會的辦公室、公用樓梯平台及樓梯、穿梭升降機及大堂及避雷針、手提電話天線、天線、公用電視及電台廣播系統、排水渠、渠道、總喉、污水渠、食水及鹹水儲水缸、食水及鹹水進水口及總喉、雨水儲水缸及排水接口、電線、電纜及目前或任何時候在該地段之內、之下、之上或經過該地段供應食水或鹹水、污水、煤氣、電力及其他服務給發展項目的其他設施（不論是否有上套管）、樹木、灌木及其他植物及草木、燈柱及其他照明設施、樓梯間的人工照明裝置及後備緊急系統、防火及滅火設備與器具、保安系統與器具、垃圾收集系統、通風系統及在發展項目內裝設或提供擬供發展項目共同使用與享用的任何其他機械系統、裝置或設施，在附錄於公契的圖則（經認可人士核實準確度）以靛藍色顯示（如可以在圖則上顯示），僅供識別；
- (b) 發展項目外牆的部份（為免疑問，包括非結構的預製外牆）（構成住宅樓宇或商業樓宇一部份的外牆除外）；
- (c) 除非獲得建築事務監督事先同意，構成發展項目公用地方及設施一部份的綠化地方不得用作批地文件非允許之用途，在附錄於公契的經認可人士核實準確度的公契綠化範圍圖則上，綠化地方（如可以在圖則上顯示）以靛藍色顯示，僅供識別；
- (d) 根據公契及任何副公契劃定為發展項目公用地方及設施並位於該地段及發展項目內的其他範圍、設備、裝置、系統及設施；

但不包括住宅公用地方及設施、住宅大廈公用地方及設施、別墅公用地方及設施、住宅停車場公用地方及設施、住宅/商業停車場公用地方及設施、商業公用地方及設施、屋苑公用地方及設施及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》（第344章）第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》（第344章）第一附表指定並納入《建築物管理條例》（第344章）第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成發展項目公用地方及設施的一部份。



- (x) 「住宅停車場公用地方及設施」指包括但不限於行車道、通道、斜道、電動車充電電錶房、電動車公用設施的部份（構成住宅公用地方及設施或住宅/商業停車場公用地方及設施一部份的電動車公用設施除外）的發展項目的部分，及擬供住宅停車位、住宅電單車停車位、住宅訪客停車位及住宅暢通易達車位共同使用與享用的其他地方及設施，但不包括屋苑公用地方及設施、發展項目公用地方及設施、住宅公用地方及設施、住宅大廈公用地方及設施、別墅公用地方及設施、住宅/商業停車場公用地方及設施、商業公用地方及設施，及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》（第344章）第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》（第344章）第一附表指定並納入《建築物管理條例》（第344章）第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成住宅停車場公用地方及設施的一部份。住宅停車場公用地方及設施在附錄於公契的圖則（經認可人士核實準確度）以淺綠色顯示（如可以在圖則上顯示），僅供識別。
- (xi) 「住宅/商業停車場公用地方及設施」指包括但不限於行車道、通道、斜道、通風機房、電動車充電錶房、電動車公用設施的部份（構成住宅停車場公用地方及設施及住宅公用地方及設施一部份的電動車公用設施除外）的發展項目的部分及擬供停車位及商業暢通易達車位共同使用與享用的其他地方及設施，但不包括屋苑公用地方及設施、發展項目公用地方及設施、住宅公用地方及設施、住宅大廈公用地方及設施、別墅公用地方及設施、住宅停車場公用地方及設施、商業公用地方及設施及發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享用的範圍和發展項目內僅服務任何個別業主的設施，倘若適用(a)《建築物管理條例》（第344章）第2條列明的「公用部分」定義(a)分段涵蓋的發展項目的任何部分及/或(b)《建築物管理條例》（第344章）第一附表指定並納入《建築物管理條例》（第344章）第2條列明的「公用部分」定義(b)分段的任何部分，亦應被上文所列的條文涵蓋，該些部份應被視作已被包含在並構成住宅/商業停車場公用地方及設施的一部份。住宅/商業停車場公用地方及設施在附錄於公契的圖則（經認可人士核實準確度）以綠色顯示（如可以在圖則上顯示），僅供識別。
- (xii) 「副公契」指於於簽立公契後第一業主與發展項目的其他共同擁有人之間訂立的公契副公契，列明業主就發展項目任何部份的權益和責任。
- (xiii) 除非獲業主委員會批准，業主不得將任何公用地方及設施之部分改作自己使用或享用。
- (xiv) 業主不得阻礙公用地方及設施，亦不得在公用地方及設施作出任何對發展項目的任何其他業主或佔用人造成滋擾的行為。
- (xv) 公用地方及設施須由管理人管理。管理人獲正式委任代表全體業主按公契及相關副公契（如有）處理公用地方及設施的任何事宜。

# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

B. 分配予期數中每個住宅物業的不分割份數的數目

### 第2A座

樓層	單位	A1	A2	A3	A5	A6	A7	A8	A9
1樓		808	769	778	750	558	558	999	912
	B1	B2	B3	B5	B6	B7	B8	-	-
	658	761	793	748	712	520	705	-	-
	C1	C2	C3	C5	C6	-	-	-	-
	1168	955	969	876	624	-	-	-	-
2樓至3樓 及 5樓至9樓	A1	A2	A3	A5	A6	A7	A8	A9	
	760	899	741	708	527	527	935	876	
	B1	B2	B3	B5	B6	B7	B8	-	-
	614	760	793	748	712	520	705	-	-
	C1	C2	C3	C5	C6	-	-	-	-
1168	955	969	876	625	-	-	-	-	
10樓	A1	A2	A3	A5	A6	A7	A8	A9	
	-	-	-	742	571	571	1018	-	-
	B1	B2	B3	B5	B6	-	-	-	-
	2008	-	855	795	781	-	-	-	-

### 第2B座

樓層	單位	A1	A2	A3	A5	A6	A7	A8	A9
地下		909	1003	560	560	766	736	738	804
	B1	B2	B3	B5	B6	-	-	-	-
	667	863	787	1045	555	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1239	-	765	610	856	812	654	-	-	
1樓至3樓 及 5樓至9樓	A1	A2	A3	A5	A6	A7	A8	A9	
	876	935	527	527	708	699	690	760	
	B1	B2	B3	B5	B6	-	-	-	-
	623	851	895	969	521	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1184	711	713	748	793	760	614	-	-	
10樓	A1	A2	A3	A5	A6	A7	A8	A9	
	-	1013	571	571	737	728	753	779	
	B1	B2	B3	B5	-	-	-	-	-
	1466	-	982	1044	-	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1618	739	774	797	867	-	2030	-	-	

### 第3A座

樓層	單位	A1	A2	A3	A5	A6	A7	A8	A9
1樓		829	690	722	708	527	527	935	876
	B1	B2	B3	B5	B6	B7	B8	-	-
	629	761	793	748	712	520	664	-	-
	C1	C2	C3	C5	C6	-	-	-	-
1174	969	895	851	673	-	-	-	-	
2樓至3樓 及 5樓至9樓	A1	A2	A3	A5	A6	A7	A8	A9	
	760	690	722	708	527	527	935	876	
	B1	B2	B3	B5	B6	B7	B8	-	-
	629	760	793	748	712	520	664	-	-
	C1	C2	C3	C5	C6	-	-	-	-
1174	969	895	851	623	-	-	-	-	
10樓	A1	A2	A3	A5	A6	A7	A8	A9	
	-	753	752	739	571	571	1018	-	-
	B1	B2	B3	B5	B6	B7	B8	-	-
	2005	-	868	795	772	548	694	-	-
	C1	C2	C3	C5	-	-	-	-	-
-	2016	986	2104	-	-	-	-	-	

### 第3B座

樓層	單位	A1	A2	A3	A5	A6	A7	A8	A9
地下		909	1004	561	561	757	752	738	804
	B1	B2	B3	B5	B6	-	-	-	-
	669	912	792	1042	553	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1234	-	765	611	857	812	662	-	-	
1樓至3樓 及 5樓至9樓	A1	A2	A3	A5	A6	A7	A8	A9	
	876	935	527	527	708	699	690	760	
	B1	B2	B3	B5	B6	-	-	-	-
	623	851	895	969	521	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1184	711	713	748	793	760	614	-	-	
10樓	A1	A2	A3	A5	A6	A7	A8	A9	
	-	1013	571	571	737	728	753	779	
	B1	B2	B3	B5	-	-	-	-	-
	1466	-	982	1044	-	-	-	-	-
	C1	C2	C3	C5	C6	C7	C8	-	-
1618	739	774	797	867	-	2030	-	-	



第5A座

樓層	單位	A1	A2	A3	A5	A6	A7	A8	A9
地下		-	-	-	-	-	828	820	-
	<u>B1</u>	<u>B2</u>	<u>B3</u>	-	-	-	-	-	-
	-	-	788	-	-	-	-	-	-
1樓	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A5</u>	<u>A6</u>	<u>A7</u>	<u>A8</u>	<u>A9</u>	
	750	822	688	693	711	784	774	876	
	<u>B1</u>	<u>B2</u>	<u>B3</u>	<u>B5</u>	<u>B6</u>	-	-	-	
	867	775	737	688	460	-	-	-	
2樓至3樓 及 5樓至9樓	<u>C1</u>	<u>C2</u>	<u>C3</u>	<u>C5</u>	<u>C6</u>	<u>C7</u>	<u>C8</u>	<u>C9</u>	
	790	809	658	725	761	818	818	621	
	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A5</u>	<u>A6</u>	<u>A7</u>	<u>A8</u>	<u>A9</u>	
	720	796	688	693	711	784	774	876	
10樓	<u>B1</u>	<u>B2</u>	<u>B3</u>	<u>B5</u>	<u>B6</u>	-	-	-	
	867	775	737	688	460	-	-	-	
	<u>C1</u>	<u>C2</u>	<u>C3</u>	<u>C5</u>	<u>C6</u>	<u>C7</u>	<u>C8</u>	<u>C9</u>	
	790	788	624	686	742	796	755	623	
	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A5</u>	<u>A6</u>	<u>A7</u>	<u>A8</u>	-	
-	865	745	751	742	826	832	-		
10樓	<u>B1</u>	<u>B2</u>	<u>B3</u>	<u>B5</u>	<u>B6</u>	-	-	-	
	1474	838	797	742	488	-	-	-	
	<u>C1</u>	<u>C2</u>	<u>C3</u>	<u>C5</u>	<u>C6</u>	<u>C7</u>	<u>C8</u>	<u>C9</u>	
	815	813	677	743	772	840	-	1856	

第5B座

樓層	單位	A1	A2	A3	A5	A6	A7	A8
地下		828	860	755	552	852	838	-
	<u>B1</u>	<u>B2</u>	<u>B3</u>	<u>B5</u>	<u>B6</u>	-	-	
	-	-	769	809	774	-	-	
	<u>C1</u>	<u>C2</u>	<u>C3</u>	<u>C5</u>	<u>C6</u>	<u>C7</u>	-	
1樓至3樓 及 5樓至9樓	-	672	624	830	796	661	-	
	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A5</u>	<u>A6</u>	<u>A7</u>	<u>A8</u>	
	787	796	706	532	794	774	876	
	<u>B1</u>	<u>B2</u>	<u>B3</u>	<u>B5</u>	<u>B6</u>	<u>B7</u>	-	
	866	768	738	782	725	466	-	
10樓	<u>C1</u>	<u>C2</u>	<u>C3</u>	<u>C5</u>	<u>C6</u>	<u>C7</u>	-	
	772	643	748	799	760	620	-	
	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A5</u>	<u>A6</u>	<u>A7</u>	<u>A8</u>	
	-	863	731	577	870	846	-	
	<u>B1</u>	<u>B2</u>	<u>B3</u>	<u>B5</u>	<u>B6</u>	<u>B7</u>	-	
1473	827	796	851	751	488	-		
10樓	<u>C1</u>	<u>C2</u>	<u>C3</u>	<u>C5</u>	<u>C6</u>	<u>C7</u>	-	
	796	698	793	874	-	1997	-	

別墅RV10

樓層	單位	A	B	C
地下		2263	2195	-
1樓至2樓		1409	1371	1339
3樓		1658	1649	-
5樓至6樓		2199	2153	-

別墅RV11

樓層	單位	A	B	C
地下		2267	2196	-
1樓至2樓		1409	1371	1339
3樓		1658	1649	-
5樓至6樓		2199	2153	-

# SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

### 別墅WV1

樓層	單位	A	B	C
地下		2272	2203	-
1樓至2樓		1409	1371	1339
3樓		1658	1649	-
5樓至6樓		2199	2153	-

### 別墅WV2

樓層	單位	A	B	C
地下		2299	2205	-
1樓至2樓		1409	1371	1339
3樓		1658	1649	-
5樓至6樓		2199	2153	-

### 別墅WV3

樓層	單位	A	B	C
地下		2335	2259	-
1樓至2樓		1409	1371	1346
3樓		1658	1656	-
5樓至6樓		2199	2153	-

### 別墅WV5

樓層	單位	A	B	C
地下		2331	2282	-
1樓至2樓		1409	1371	1346
3樓		1658	1656	-
5樓至6樓		2199	2153	-

### 別墅WV6

樓層	單位	A	B	C
地下		2303	2207	-
1樓至2樓		1409	1371	1339
3樓		1658	1649	-
5樓至6樓		2199	2153	-

### 別墅WV7

樓層	單位	A	B	C
地下		2319	2211	-
1樓至2樓		1409	1371	1339
3樓		1658	1649	-
5樓至6樓		2199	2153	-

### 別墅WV8

樓層	單位	A	B	C
地下		2331	2232	-
1樓至2樓		1409	1371	1339
3樓		1658	1649	-
5樓至6樓		2199	2153	-

### 別墅WV9

樓層	單位	A	B	C
地下		2262	2206	-
1樓至2樓		1409	1371	1339
3樓		1658	1649	-
5樓至6樓		2199	2153	-

### C. 有關發展項目的管理人的委任年期

管理人將會根據公契被委任為發展項目的管理人，首屆任期為公契日期起計不多於兩年，並在其後續任，但受公契中的終止條文規限。

### D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

(a) 管理人須在諮詢業主委員會（如已經成立）後編製來年的年度預算。年度預算分開2個部分。第一部分須涵蓋管理人認為為了全體業主的利益或妥善管理發展項目、屋苑公用地方及設施、綠色範圍和綠色範圍的構築物需要支出的一切開支。第二部分須涵蓋管理人認為特別涉及發展項目各個部分的開支並劃分為8個欄目，分別涵蓋以下開支：

- 管理人認為特別涉及發展項目公用地方及設施，而提供服務予住宅單位、停車位或商業單位業主、佔用人或住客的開支；
- 管理人認為特別涉及住宅公用地方及設施，而提供服務予住宅單位業主或住客的開支；
- 管理人認為特別涉及住宅大廈公用地方及設施的開支；
- 管理人認為特別涉及別墅公用地方及設施的開支；
- 管理人認為特別涉及供以後期數的住宅洋房公用地方及設施的開支；
- 管理人認為特別涉及住宅停車場公用地方及設施的開支；
- 管理人認為特別涉及住宅/商業停車場公用地方及設施的開支；及
- 管理人認為特別涉及商業公用地方及設施，而提供服務予商業單位業主或佔用人的開支。

(b) 每位業主須就其作為業主擁有任何單位的每份不分割份數支付公契第15(a)條提及的已採納年度預算第一部分評估的總款項的其中一部分（該部分的分子為1，分母則為發展項目所有單位的不分割份數總數（不包括公用地方及設施的不分割份數））。

(c) 每位住宅單位、停車位及商業單位業主除了支付按公契第16(b)條應付的款項外，還須就他作為業主擁有的單位獲分配的每份不分割份數支付公契第15(b)(i)條所述之已採納年度預算第二部分欄目一所評估的總款項的其中一部分（該部分的分子為1，分母則為所有住宅單位、所有停車位和商業單位（商業停車位及商業電單車停車位除外）的不分割份數總數）。

(d) 每位住宅單位業主除了支付按公契第16(b)及(c)條應付的款項外，還須就他作為業主擁有的住宅樓宇的住宅單位獲分配的每份不分割份數支付公契第15(b)(ii)條所述之已採納年度預算第二部分欄目二所評估的總款項的其中一部分（該部分的分子為1，分母則為所有住宅單位的不分割份數總數）。

(e) 每位住宅大廈內的住宅單位業主除了支付按公契第16(b),(c)及(d)條應付的款項外，還須就他作為業主擁有的住宅大廈的住宅單位獲分配的每份不分割份數支付公契第15(b)(iii)條所述之已採納年度預算第二部分欄目三所評估的總款項的其中一部分（該部分的分子為1，分母則為所有住宅大廈內的住宅單位的不分割份數總數）。

(f) 每位別墅單位業主除了支付按公契第16(b),(c)及(d)條應付的款項外，還須就他作為業主擁有的別墅單位獲分配的每份不分割份數支付公契第15(b)(iv)條所述之已採納年度預算第二部分欄目四所評估的總款項的其中一部分（該部分的分子為1，分母則為所有別墅單位的不分割份數總數）。

(g) 每位住宅洋房業主除了支付按公契第16(b),(c)及(d)條應付的款項外，還須就他作為業主擁有的住宅洋房獲分配的每份不分割份數支付公契第15(b)(v)條所述之已採納年度預算第二部分欄目五所評估的總款項的其中一部分（該部分的分子為1，分母則為所有住宅洋房的不分割份數總數）。

(h) (i) 每位住宅單位業主除了支付按公契第16(b)至(g)條（如適用）應付的款項外，還須就他作為業主擁有的住宅樓宇的住宅單位獲分配的每份不分割份數支付公契第15(b)(vi)條所述之已採納年度預算第二部分欄目六所評估的總額的某個百分比（根據公契第16(h)(ii)條所列的公式計算）。該部分的分子為1，分母則為所有住宅單位、所有住宅停車位及住宅電單車停車位的不分割份數總數。

$$(ii) \text{ 公契第16(h)(i)條所述的百分比} = \frac{\text{住宅訪客停車位的數量} + \text{住宅暢通易達車位的數量}}{\text{住宅訪客停車位的數量} + \text{住宅暢通易達車位的數量} + \text{住宅停車位的數量} + (\text{住宅電單車停車位的數量} \times 1/5)}$$

(i) (i) 每位住宅停車位及住宅電單車停車位業主除了支付按公契第16(b)及(c)條應付的款項外，還須就他作為業主擁有的住宅停車位及住宅電單車停車位獲分配的每份不分割份數支付公契第15(b)(vi)條所述之已採納年度預算第二部分欄目六所評估的總額的某個百分比（根據公契第16(i)(ii)條所列的公式計算）。該部分的分子為1，分母則為所有住宅單位及所有住宅停車位及住宅電單車停車位的不分割份數總數。

$$(ii) \text{ 公契第16(i)(i)條所述的百分比} = \frac{\text{住宅停車位的數量} + (\text{住宅電單車停車位的數量} \times 1/5)}{\text{住宅訪客停車位的數量} + \text{住宅暢通易達車位的數量} + \text{住宅停車位的數量} + (\text{住宅電單車停車位的數量} \times 1/5)}$$

註：

- 發展項目不設4A座、第4B座及別墅WV4。
- 發展項目不設4樓。
- 第2A座、第2B座、第3A座、第3B座、第5A座及第5B座不設單位A4、B4及C4。

- (j) (i) 每位停車位業主除了支付按公契第16(b),(c)及(i)條(如適用)應付的款項外,還須就他作為業主擁有的停車位獲分配的每份不分割份數支付公契第15(b)(vii)條所述之已採納年度預算第二部分欄目七所評估的總額的某個百分比(根據公契第16(j)(ii)條所列的公式計算)。該部分的分子為1,分母則為所有停車位、所有住宅單位及商業單位的不分割份數總數(商業停車位及商業電單車停車位除外)。

$$(ii) \text{ 公契第16(j)(i) 條所述的百分比} = \frac{\text{商業停車位的數量} + (\text{商業電單車停車位的數量} \times 1/5) + \text{住宅停車位的數量} + (\text{住宅電單車停車位的數量} \times 1/5)}{\text{商業停車位的數量} + (\text{商業電單車停車位的數量} \times 1/5) + \text{商業暢通易達車位的數量} + \text{住宅停車位的數量} + \text{住宅訪客停車位的數量} + \text{住宅暢通易達車位的數量} + (\text{住宅電單車停車位的數量} \times 1/5)}$$

- (k) (i) 每位商業單位業主(商業停車位及商業電單車停車位除外)除了支付按公契第16(b)條應付的款項外,還須就他作為業主擁有的商業樓宇的商業單位獲分配的每份不分割份數支付公契第15(b)(vii)條所述之已採納年度預算第二部分欄目七所評估的總額的某個百分比(根據公契第16(k)(ii)條所列的公式計算)。該部分的分子為1,分母則為所有停車位、所有住宅單位及所有商業單位的不分割份數總數(商業停車位及商業電單車停車位除外)。

$$(ii) \text{ 公契第16(k)(i) 條所述的百分比} = \frac{\text{商業暢通易達車位的數量}}{\text{商業停車位的數量} + (\text{商業電單車停車位的數量} \times 1/5) + \text{商業暢通易達車位的數量} + \text{住宅訪客停車位的數量} + \text{住宅暢通易達車位的數量} + \text{住宅停車位的數量} + (\text{住宅電單車停車位的數量} \times 1/5)}$$

- (l) (i) 每位住宅單位業主除了支付按公契第16(b)至(h)條(如適用)應付的款項外,還須就他作為業主擁有的住宅樓宇的住宅單位獲分配的每份不分割份數支付公契第15(b)(vii)條所述之已採納年度預算第二部分欄目七所評估的總額的某個百分比(根據公契第16(l)(ii)條所列的公式計算)。該部分的分子為1,分母則為所有停車位、所有住宅單位及商業單位的不分割份數總數(商業停車位及商業電單車停車位除外)。

$$(ii) \text{ 公契第16(l)(i) 條所述的百分比} = \frac{\text{住宅訪客停車位的數量} + \text{住宅暢通易達車位的數量}}{\text{商業停車位的數量} + (\text{商業電單車停車位的數量} \times 1/5) + \text{商業暢通易達車位的數量} + \text{住宅訪客停車位的數量} + \text{住宅暢通易達車位的數量} + \text{住宅停車位的數量} + (\text{住宅電單車停車位的數量} \times 1/5)}$$

- (m) 每位商業單位業主除了支付按公契第16(b)及(k)條應付的款項外,還須就他作為業主擁有的商業樓宇的商業單位獲分配的每份不分割份數支付公契第15(b)(viii)條所述之已採納年度預算第二部分欄目八所評估的總額的某個百分比。該部分的分子為1,分母則為所有商業單位的不分割份數總數。
- (n) 如果管理人合理地認為發展項目及該地段的任何管理與保養開支特別涉及個別單位或若干單位,而任何其他單位業主沒有從中取得任何重大利益,則該等全部款項須從年度預算中剔除並由該個別單位或若干單位的業主在應要時支付。
- (o) 每位業主必須由(i)如其單位位於第1期,從公契之日期起,及(ii)如其單位位於以後期數,從有關以後期數的副公契之日期起,負責繳付管理人編製的年度管理費預算。

#### E. 計算管理費按金的基準

金額相等於他作為業主擁有的發展項目部份的每份不分割份數須繳交的首年度管理費開支預算的3/12。

#### F. 擁有人在發展項目中保留作自用的範圍 (如有的話)

擁有人(國集有限公司)在發展項目中並無《一手住宅物業銷售條例》附表1第1部第14(2)(f)條所述之保留作自用的範圍。

#### 備註:

請查閱公契擬稿以了解全部詳情。完整的公契擬稿可於售樓處開放時間內免費查閱,並且可在支付所需影印費用後取得公契擬稿的副本。



## SUMMARY OF LAND GRANT

### 批地文件的摘要

1. The Development is constructed on Tin Shui Wai Town Lot No.33 (**"the Lot"**) which is held under New Grant No.21870 dated 11th August 2014 as varied or modified by an extension letter dated 11th September 2020 (**"the Land Grant"**).
  2. The Lot is granted for a term of 50 years commencing from 11<sup>th</sup> August 2014.
  3. User restrictions applicable to that land:
    - (a) The Lot shall not be used for any purpose other than for non-industrial (excluding godown, hotel, office and petrol filling station) purposes.
    - (b) 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.
  4. Facilities that are required to be constructed and provided for the Government, or for public use:
    - (a) Such portions of future public roads as shown coloured green on the plan annexed to the Land Grant which are required to be laid and formed by the Grantee (**"the Green Areas"**); and such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands (**"the Director"**) may in his sole discretion require to be provided and constructed by the Grantee (collectively **"the Structures"**) so that building, vehicular and pedestrian traffic may be carried on the Green Areas.
    - (b) Surfacing, kerbing and channeling the Green Areas and provision of 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.
    - (c) A public vehicle park which is required to be erected, constructed and thereafter provided and maintained within the Lot.
  5. Special Condition No. (7) & the Land Grant stipulate that the Grantee's obligation to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:
    - (a) 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(s) to be completed and made fit for occupation on or before the 31<sup>st</sup> March 2022.
    - (b) General Condition No.7(a) of the Land Grant stipulates that the Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in General Condition No.7(b) of the Land Grant) in accordance with the Land Grant:
      - (i) maintain all buildings in accordance with the approved design, disposition and height 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 the Land Grant 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.
    - (c) Special Condition Nos. (3)(a) and (3)(b) of the Land Grant stipulates that:-
      - (i) The Grantee shall:
        - (1) within 90 calendar months from the date of the Land Grant (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
          - (I) lay and form those portions of future public roads as shown coloured green on the plan annexed to the Land Grant (**"the Green Areas"**); 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 (**"the Structures"**) so that building, vehicular and pedestrian traffic may be carried on the Green Areas;
        - (2) within 90 calendar months from the date of the Land Grant (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas 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
        - (3) maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas has been re-delivered in accordance with Special Condition No. (4) of the Land Grant.
      - (ii) In the event of the non-fulfilment of the Grantee's obligations under Special Condition No.(3)(a) of the Land Grant within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
    - (d) Special Condition No. (9) 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.
- (e) Special Condition Nos. (10)(a), (10)(c), (10)(d) and (10)(e) of the Land Grant stipulates that:-
    - (i) The Grantee shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the Lot in compliance with the requirements stipulated in Special Condition No. (10)(b) of the Land Grant. No site formation works shall be commenced on the Lot or any part thereof until the landscape master plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (9) of the Land Grant.
    - (ii) The Grantee shall at his own expense landscape the Lot in accordance with the approved landscape master plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director.
    - (iii) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
    - (iv) The area or areas landscaped in accordance with Special Condition No. (10) of the Land Grant shall be designated as and form part of the common areas referred to in Special Condition No. (22)(a)(v) of the Land Grant (**"the Common Areas"**).
  - (f) Special Condition Nos. (15)(a) and (15)(c) of the Land Grant stipulates that:-
    - (i) The Grantee may erect, construct and provide within the Lot such recreational facilities and facilities ancillary thereto (**"the Facilities"**) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
    - (ii) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to Special Condition No. (15)(b) of the Land Grant (**"the Exempted Facilities"**):
      - (1) the Exempted Facilities shall be designated as and form part of the Common Areas;
      - (2) 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
      - (3) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the Lot and their bona fide visitors and by no other person or persons.
  - (g) (i) Special Condition No.(25)(a) of the Land Grant stipulates that the Grantee shall on or before the date specified in Special Condition No.(7) of the Land Grant at his own expense in all respects to the satisfaction of the Director and in accordance with the layout plan approved under Special Condition No.25(b) of the Land Grant erect, construct, and thereafter provide and maintain within the Lot a public vehicle park (**"the Public Vehicle Park"**). The Grantee shall provide within the Public Vehicle Park spaces for the parking of coaches, private cars and motor cycles licensed under the Road Traffic Ordinance at prescribed rates.
    - (ii) Special Condition No. (25)(b) of the Land Grant stipulates that the Grantee shall within 24 calendar months from the date of the Land Grant (or such other extended period as may be approved by the Director) submit or cause to be submitted to the Director for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the Director (**"the PVP Layout Plan"**). The parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the PVP Layout Plan approved by the Director under this sub-clause and in all respect to the satisfaction of the Director. The Grantee shall maintain the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the PVP Layout Plan approved by the Director under this sub-clause and shall not alter the layout except with the prior written consent of the Director.
    - (iii) Special Condition No. (25)(g) of the Land Grant stipulates that all the parking spaces provided within the Public Vehicle Park shall be made available to members of the public at all times for short-term parking on hourly, daily or monthly basis or on such other basis as may be approved in writing by the Commissioner for Transport. The Grantee shall at all times permit members of the public to have free access to, from and through such part or parts of the Lot or any building or buildings erected or to be erected thereon for the purposes of gaining access to and from the Public Vehicle Park.
    - (iv) Special Condition No. (25)(i) of the Land Grant stipulates that the parking spaces provided within the Public Vehicle Park shall not be used for any purpose other than for the parking of coaches, private cars and motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the Public Vehicle Park or any part or parts thereof 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.
    - (v) Special Condition No. (25)(k) of the Land Grant stipulates that after the completion of the Public Vehicle Park in accordance with this Special Condition, the Grantee shall commence to operate the Public Vehicle Park and at all times during the term of the Land Grant continue to operate, uphold, maintain, repair, operate, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the Commissioner of Transport.
  - (h) (i) (1) Special Condition Nos. (26)(a)(i)(I) and (26)(a)(i)(II) of the Land Grant stipulate that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation,

## SUMMARY OF LAND GRANT

### 批地文件的摘要

- and belonging to the residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for private residential purposes and their bona fide guests, visitors or invitees ("**the Residential Parking Spaces**") at prescribed rates.
- (2) Special Condition No. (26)(a)(iii) of the Land Grant stipulates that additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for private residential purposes shall be provided at a prescribed rate.
- (3) The spaces provided under Special Condition Nos. (26)(a)(i)(I) and (26)(a)(iii) of the Land Grant (as may be adjusted pursuant to Special Condition No.(28) of the Land Grant) and Special Condition No.(26)(a)(i)(II) of the Land Grant shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (ii) (1) Special Condition No. (26)(b)(i) of the Land Grant stipulates that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles at prescribed rates for the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for non-industrial (excluding private residential, godown, hotel, office and petrol filling station) purposes.
- (2) The spaces provided under Special Condition No. (26)(b)(i) of the Land Grant (as may be adjusted pursuant to Special Condition No.(28) of the Land Grant) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for the purposes stipulated in the said Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (iii) (1) Special Condition No. (26)(c)(i) of the Land Grant stipulates that out of the spaces provided under Special Condition Nos. (26)(a)(i)(I), (26)(a)(iii) and (26)(b)(i) of the Land Grant (as may be adjusted pursuant to Special Condition No.(28) of the Land Grant) and Special Condition No.(26)(a)(i)(II) of the Land Grant, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "**the Parking Spaces for the Disabled Persons**") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under Special Condition No. (26)(a)(iii) of the Land Grant (as may be adjusted pursuant to Special Condition No. (28) of the Land Grant) and that the Grantee shall not designate or reserve all of the spaces provided under Special Condition No. (26)(a)(iii) of the Land Grant (as may be adjusted pursuant to Special Condition No. (28) of the Land Grant) to become the Parking Spaces for the Disabled Persons.
- (2) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (iv) (1) Special Condition Nos. (26)(d)(i)(I) and (26)(d)(i)(II) of the Land Grant stipulate that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation at prescribed rates.
- (2) The residential motor cycle parking spaces provided under Special Condition No. (26)(d)(i)(I) of the Land Grant ("**the Residential Motor Cycle Parking Spaces**") shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for private residential purposes 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.
- (3) The spaces provided under Special Condition No. (26)(d)(i)(II) of the Land Grant (as may be adjusted pursuant to Special Condition No. (28) of the Land Grant) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for the purposes stipulated in Special Condition No. (26)(b)(i) of the Land Grant 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.
- (v) Special Condition No. (26)(e) of the Land Grant stipulates that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for private residential purposes and their bona fide guests, visitors or invitees at a prescribed rate.
- (i) Special Condition Nos. (27)(a) and (27)(b) of the Land Grant stipulates that spaces for the loading and unloading of goods vehicles shall be provided within the Lot to the satisfaction of the Director at prescribed rates. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the Lot.
- (j) Special Condition No. (32) of the Land Grant stipulates that a plan approved by the Director (including the PVP Layout Plan approved by the Director under Special Condition No.(25)(b) of the Land Grant) indicating the layout of all the parking, loading and unloading spaces to be provided within the Lot in accordance with Special Condition Nos. (25) (26) and (27) of the Land Grant (as may be adjusted pursuant to Special Condition No. (28) of the Land Grant) ("**the Approved Car Park Layout Plan**"), or a copy of the Approved Car Park Layout Plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (20)(c) of the Land Grant and a building mortgage under Special Condition No.(20)(d) of the Land Grant or such other transactions as the Director may approve) affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot shall be entered into prior to such deposit. The parking, loading and unloading spaces indicated on the Approved Car Park Layout Plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (25), (26) and (27) of the Land Grant. The Grantee shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas in accordance with the Approved Car Park Layout Plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the Approved Car Park Layout Plan, no part of the Lot or any building or structure thereon shall be used for parking purposes.
- (k) Special Condition No. (34)(a) of the Land Grant provides that where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, 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 of 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. Special Condition No. (34)(c) provides that 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, 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. Special Condition No. (34)(d) provides that 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 make 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 or professional fees and charges.
- (l) 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 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.
- (m) Special Condition No. (37) of the Land Grant stipulates that:-
- (i) In the event of earth, spoil, debris, construction waste or building materials ("**the waste**") from the Lot, or from other areas affected by any development of the Lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties ("**the Government properties**"), the 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.
- (ii) Notwithstanding Special Condition No. (37)(a) of the Land Grant, 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.
- (n) Special Condition No. (38) 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 ("**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



## SUMMARY OF LAND GRANT

### 批地文件的摘要

- upon, over, under or adjacent to the Lot or any part thereof or the Green Areas or both the Lot or any part thereof and the Green Areas (**"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 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 Green Areas or both the Lot or any part thereof and the Green Areas 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 Green Areas or both the Lot or any part thereof and the Green Areas 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.
- (o) Special Condition No. (39) of the Land Grant stipulates that:-
- (i) 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.
  - (ii) 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.
- (p) Special Condition Nos. (42)(a) and (42)(b) of the Land Grant stipulates that:-
- (i) The Grantee shall within six calendar months from the date of the Land Grant (or such other extended period as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a drainage impact assessment (**"the DIA"**) for all proposed works in connection with the development of the Lot.
  - (ii) The DIA shall contain, among others, such information and particulars as the Director may require, including but not limited to all adverse drainage impacts as may arise from the development of the Lot, and recommendations for mitigation measures, improvement works and other measures and works. The Grantee shall at his own expense and within such time limit as may be required by the Director implement the recommendations in the approved DIA in all respects to the satisfaction of the Director.
6. The lease conditions that are onerous to a Purchaser:
- (a) Special Condition No. (2) of the Land Grant stipulates that the Grantee acknowledges that as at the date of the Land Grant there are some buildings, structures and foundations existing on the Lot (**"the Existing Structures"**). Without prejudice to the generality of the provision of General Condition No.5 of the Land Grant, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the Lot (including but not limited to the Pink Stippled Black Area and the Pink Edged Red Stippled Black Area) as existing at the date of this Agreement or at the date or dates on which possession of the same is deemed to be given subject to the presence of the Existing Structures, and no objection or claim whatsoever shall be made or raised by the Grantee in respect of or on account of the same. The Grantee shall demolish and remove at his own expense and in all respects to the satisfaction of the Director the Existing Structures (**"the Demolition Works"**). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence of the Existing Structures and the Demolition Works. The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions and other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and the use of the Existing Structures and the Demolition Works.
  - (b) Special Condition No. (30)(a) of the Land Grant stipulates that the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:-
    - (i) assigned except:-
      - (1) 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
      - (2) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
    - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot.Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the Lot.
- (c) Special Condition No. (41) of the Land Grant stipulates that:-
- (i) No building or structure or support for any building or structure shall be erected or constructed on, over, above, under, below or within that portion of the Lot as shown coloured pink cross-hatched black on the plan annexed to the Land Grant (**"the Pink Cross-hatched Black Area"**).
  - (ii) Throughout the term of the Land Grant, the Director and his duly authorized officers, contractors, his or their workmen (collectively **"the Authorized Persons"**) with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Lot for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Pink Cross-hatched Black Area (**"the Utilities"**) which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Pink Cross-hatched Black Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or material within the Pink Cross-hatched Black Area which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Director, to remove or demolish such objects or material and to reinstate the Pink Cross-hatched Black Area. If the Grantee shall neglect or fail to comply with such notice within the time limit specified therein or as required in an emergency, the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.
  - (iii) Save in respect of the reinstatement of any trench excavated in the exercise of the rights and powers under Special Condition No. (41)(b) of the Land Grant, the Government and the Authorized Persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by the Authorized Persons of the right of unrestricted ingress, egress and regress and in laying, inspecting, repairing and maintaining the Utilities conferred under Special Condition No. (41)(b) of the Land Grant and no claim whatsoever shall be made against the Government or the Authorized Persons by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) Special Condition No. (44) of the Land Grant stipulates that except with the prior written consent of the Director, the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential unit erected or to be erected on the Lot, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such unit being internally linked to and accessible from any adjoining or adjacent residential unit erected or to be erected on the Lot. The decision of the Director as to what constitutes works resulting in a unit being internally linked to and accessible from any adjoining or adjacent residential unit shall be final and binding on the Grantee.
- (e) General Condition No. 11 of the Land Grant provides that upon any failure or neglect by the Grantee to perform, observe or comply with the Land Grant, the Government shall be entitled to re-enter upon and take back possession of the Lot or any part thereof and all or any buildings, erections and works on the Lot or any part thereof, and that upon the re-entry: (i) the Grantee's rights on the part of the Lot re-entered shall absolutely cease and determine; (ii) the Grantee shall not be entitled to any refund of premium, payment or compensation; and (iii) the Government's any other rights, remedies and claims are not to be thereby prejudiced.

#### Note:

1. The "Grantee" as mentioned in this section means the Purchaser under the Land Grant and where the context so admits or requires include his executors, administrators and assigns and in case of a corporation its successors and assigns.
2. For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request during opening hours at the sales office and copies of the Land Grant can be obtained upon paying necessary photocopying charges.



## SUMMARY OF LAND GRANT

### 批地文件的摘要

- 發展項目興建於按日期為2014年8月11日的新批土地契約第21870號（「**批地文件**」）及經日期為2020年9月11日的延期信函修訂而持有的天水圍市地段第33號（「**該地段**」）。
- 該地段批地年期為由2014年8月11日起計50年。
- 適用於該地段的用途限制：
  - 該地段不得用作非工業（不包括貨倉、酒店、寫字樓及加油站）用途以外的用途。
  - 該地段內不得興建或提供墳墓或靈灰安置所，亦不得於該地段內安葬或放置人類遺骸或動物遺骸（不論是否置於陶瓶或骨灰甕內或以其他方式安葬或放置）。
- 按規定須興建並提供予政府或供公眾使用的設施：
  - 在批地文件附錄圖則上顯示為綠色的範圍及未來公共道路（「**綠色範圍**」）須由承授人鋪設及建造；及地政總署署長（「**署長**」）可全權指定須由承授人提供及建造的橋樑、隧道、高架道路、地下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物（統稱「**該等構築物**」），致使建築物、車輛及行人交通可於綠色範圍上興建及通行。
  - 在綠色範圍鋪設表面、建造路緣和渠道，並且按照署長規定為此等設施提供溝渠、下水道、排水渠、消防栓連水管接駁總水管、街燈、交通標誌、街道設施及道路標記。
  - 在該地段內須搭建、興建及在其後提供及保養的公共停車場。
- 有關承授人在該地段內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任：
  - 批地文件特別條件第(7)條規定，承授人須於該地段興建樓宇以發展該地段，前述樓宇須遵守批地文件與及不時於香港實施的所有關於樓宇、衛生設備及規劃的法例、法規及規例。前述樓宇須於2022年3月31日或之前完工及可以入伙。
  - 批地文件一般條件第7(a)條規定，承授人須於批地年期的期間根據批地文件建造或重建（該詞語指「批地文件」一般條件第7(b)條提及的重新發展）：
    - 按經批准的設計、布局、高度及任何經批准建築圖則維持一切建築物，不得對其作出修訂或更改；及
    - 保養所有已興建或今後可能按批地文件或任何其後的合同性修改興建的所有建築物於修繕妥當及良好的保養狀態，直至批地年期結束或提前終止而交還為止。
  - 特別條件第(3)(a)及(3)(b)條規定：
    - 承授人須：
      - 由批地文件之日起90個曆月內(或署長可批准之其他延長時間)，自費以署長批准的方式及物料及標準、水平、位置和設計進行下列工程，以全面達致署長滿意：
        - 鋪設及平整在批地文件附錄圖則上以綠色顯示之未來公共道路部份（「**綠色範圍**」）；及
        - 提供及興建橋樑、隧道、高架道路、地下通道、溝渠、高架橋、行車天橋、行人路、道路或署長全權酌情要求之其他構築物（「**該等構築物**」）致使建築、車輛及行人交通可於綠色範圍上進行；
      - 由批地文件之日起90個曆月內(或署長可批准之其他延長時間)，自費在綠色範圍鋪設路面、建造路緣及渠道並為其提供署長要求的溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，以達致署長滿意；及
      - 自費保養綠色範圍，連同該等構築物及所有在該範圍之上或之內興建、設置及提供的構築物、表面、溝渠、下水道、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，以達致署長滿意，直至按批地文件特別條件第(4)條交還綠色範圍的管有權為止；
    - 倘若承授人沒有於批地文件特別條件第(3)(a)條所述的指定期限內履行該分條訂明的責任，政府可進行必要的工程，費用由承授人承擔。承授人須在政府要求時向政府支付相等於有關費用的款項，金額由署長決定，而其決定是最終決定並約束承授人。
  - 批地文件特別條件第(9)條規定，除獲署長事先書面同意外（署長於簽發同意書時可施加其認為適當的移植、補償美化或重植條件），承授人不得移除或干擾於該地段或鄰近地方生長的樹木。
  - 批地文件特別條件第(10)(a)、(10)(c)、(10)(d)及(10)(e)條規定：
    - 承授人須自費按批地文件特別條件第(10)(b)條的要求提交園景設計總圖予署長，述明即將在該地段內進行的園景美化工程的位置、處置和布局，以供署長審批。除非園景設計總圖已獲署長書面批准及批地文件特別條款第(9)條有關樹木保育的建議已獲批准（如有必要），否則不得在該地段或其任何部份進行場地平整工程。
    - 承授人須按照經批准的園景設計總圖，自費在該地段進行園景美化工程，全面達致署長滿意，如非事前獲署長書面同意，不得對經批准的園景設計總圖作出任何修改、修訂、更改、改動或取代。
    - 承授人須自費保養和維修園景工程，以使其維持在安全、清潔、整齊、整潔及健康狀況，全面達致署長滿意。
    - 根據批地文件特別條件第(10)條作園景的範圍須指定為及構成批地文件特別條款第(22)(a)(v)條所指的公用地方（「**公用地方**」）之一部份。
- 批地文件特別條件第(15)(a)及(15)(c)條規定：
  - 承授人可於該地段內搭建、建造和提供經署長書面批准的康樂設施及附屬設施（「**設施**」）。設施的類型、大小、設計、高度及布局事前須獲得署長書面批准。
  - 若設施任何部份根據批地文件特別條件第(15)(b)條被豁免計算在總樓面面積上（「**豁免設施**」）：
    - 豁免設施必須指定為並構成公用地方的一部份；
    - 承授人須自費保養豁免設施於修繕妥當及良好的狀況，並運作豁免設施，以達致署長滿意；及
    - 豁免設施僅供於該地段內已建或擬建的一座或多座住宅樓宇的住客及其真正訪客使用，其他人士不得使用。
  - 批地文件特別條件第(25)(a)條規定，承授人在批地文件特別條件第(7)條指定的日期或之前自費支付所有費用根據批地文件特別條件第(25)(b)條批准的布局計劃在地段內架設，建造並提供和維護一個公共停車場（「**公共停車場**」），以達致署長滿意。承授人須在公共停車場內按指定比率提供停車位，以供按《道路交通條例》領有牌照的旅遊巴、私家車及電單車停泊。
    - 批地文件特別條件第(25)(b)條規定，承授人應在由批地文件之日起24個曆月內(或署長可批准之其他延長時間)提交或促使提交公共停車場布局圖，以取得署長的書面批准，其中應說明根據署長要求的停車位、迴旋處、一個或多個樓層的一個或多個天花高度或水平、通道、通行區域以及任何其他區域和空間的布局（「**PVP 佈局圖**」）。承授人應根據署長按此分條批准的PVP佈局圖提供和佈置公共停車場的停車位、迴旋處、一個或多個樓層的一個或多個天花高度或水平、通道、通行區域以及任何其他區域和空間，並全面達致署長滿意。承授人應根據署長按此分條批准的PVP佈局圖，維護公共停車場的停車位、迴旋處、一個或多個樓層的一個或多個天花高度或水平、通道、通行區域以及任何其他區域和空間。除非獲得署長事先書面同意，否則承授人不得更改布局。
    - 批地文件特別條件第(25)(g)條規定，公共停車場內提供的所有停車位應在任何時候向公眾開放，供公眾以每小時、每天或每月為單位或在運輸署署長書面批准的其他單位作短期停泊車輛之用。承授人應在任何時候准許公眾自由進入，出入和通過該地段的該等部分及其上豎立或將要豎立的任何建築物，以進出公共停車場。
    - 批地文件特別條件第(25)(i)條規定，公共停車場內提供的停車位不得用於除停泊按《道路交通條例》、其下的任何附屬規例及任何修訂法例領有牌照的旅遊巴、私家車和電單車以外的其他目的，尤其公共停車場或其任何部分不得用作存放、陳列或展示車輛供出售或其他用途或提供車輛清潔及美容服務。
    - 批地文件特別條件第(25)(k)條規定，公共停車場按照本特別條件建成後，承授人應開始營運公共停車場，並於批地文件年期所有時間內繼續根據於香港實施有關營運公共停車場的法例、法規及規例自費營運、維護、保養、維修、營運，操作和管理公共停車場及構成公共停車場一部分或與其有關之一切部分，並達致運輸署署長滿意。
  - 批地文件特別條件第(26)(a)(i)(I)及(26)(a)(i)(II)條規定須於該地段內按指定比率提供車位，以供按《道路交通條例》、其下的任何附屬規例及任何修訂法例領有牌照及屬於該地段已建或擬建作私人住宅的一座或多座建築物或其一個或多個部分的住客及其真正客人、訪客或獲邀請人士之車輛停泊（「**住宅車位**」），以達致署長滿意。
    - 批地文件特別條件第(26)(a)(iii)條規定須於該地段內按指定比率提供額外車位，以供按《道路交通條例》、其下的任何附屬規例及任何修訂法例領有牌照及屬於該地段已建或擬建作私人住宅的一座或多座建築物或其一個或多個部分的住客的真正客人、訪客或獲邀請人士之車輛停泊。
    - 遵照批地文件特別條件第(26)(a)(i)(I)及(26)(a)(iii)條（可能根據批地文件特別條款第(28)條作出調整）及批地文件特別條件第(26)(a)(i)(II)條提供的車位不可用作該等特別條件規定以外的用途，尤其是不得用作存放、陳列或展示車輛供出售或其他用途或提供車輛清潔及美容服務。
  - 批地文件特別條件第(26)(b)(i)條規定須於該地段內按指定比率提供車位，供車輛停泊於該地段已建或擬建作非工業（不包括私人住宅、貨倉、酒店、寫字樓及加油站）用途的一座或多座建築物，以達致署長滿意。
    - 遵照批地文件特別條件第(26)(b)(i)條（可能根據批地文件特別條款第(28)條作出調整）提供的車位除供屬於該地段按該特別條件規定之用途已建或擬建的一座或多座建築物或其一個或多個部分的佔用人和其真正客人、訪客或獲邀請人士停泊其按《道路交通條例》、其下的任何附屬規例及任何修訂法例領有牌照的車輛外，不得用作任何其他用途，尤其是不得用作存放、陳列或展示車輛作出售或其他用途或提供車輛清潔及美容服務。
  - 批地文件特別條件第(26)(c)(i)條規定，按批地文件特別條件第(26)(a)(i)(I)、(26)(a)(iii)及(26)(b)(i)條（可能根據批地文件特別條款第(28)條作出調整）及批地文件特別條件第(26)(a)(i)(II)條提供的車位中，承授人須遵照建築事務監督所要求及批准的數目保留及指定若干車位，以供按《道路交通條例》、其下的任何附屬規例及任何修訂法例所界定的傷殘人士停泊車輛（如此保留及指定的車位下稱「**傷殘人士車位**」），惟必須最少保留及指定按批地文件特別條件第(26)(a)(iii)條（可能根據批地文件特別條款第(28)條作出調整）提供的車位中最少一個車位作傷殘人士車位，及不得保留及指定按批地文件特別條件第(26)(a)(iii)條（可能根據批地文件特別條款第(28)條作出調整）提供的所有車位作傷殘人士車位。



## SUMMARY OF LAND GRANT

### 批地文件的摘要

- (2) 傷健人士車位除供《道路交通條例》、其下的任何附屬規例及任何修訂法例所界定的傷殘人士並屬於該地段已建或擬建的一座或多座建築物的住客或佔用人及其真正客人、訪客或獲邀請人士停泊車輛外，不得用作任何其他用途，尤其是不得用作存放、陳列或展示車輛作出售或其他用途或提供車輛清潔及美容服務。
- (iv) (1) 批地文件特別條件第(26)(d)(i)(I)及(26)(d)(i)(II)條規定須於該地段內按指定比率提供車位，供按《道路交通條例》、其下的任何附屬規例及任何修訂法例領有牌照的電單車停泊，以達致署長滿意。
- (2) 批地文件特別條件第(26)(d)(i)(I)條下的住宅電單車車位（「住宅電單車車位」）除供屬於該地段已建或擬建作私人住宅的一座或多座建築物或其一個或多個部分的住客和其真正客人、訪客或獲邀請人士停泊其按《道路交通條例》、其下的任何附屬規例及任何修訂法例領有牌照的電單車外，不得用作任何其他用途，尤其是不得用作存放、陳列或展示車輛作出售或其他用途或提供車輛清潔及美容服務。
- (3) 按批地文件特別條件第(26)(d)(i)(II)條(可能根據批地文件特別條件第(28)條作出調整)提供的車位，除供屬於該地段上已建或擬建作批地文件特別條件第(26)(b)(i)所規定之用途的一座或多座建築物或其一個或多個部分的佔用人及其真正客人、訪客或獲邀請人士停泊其按《道路交通條例》、其下任何附屬規例及任何修訂法例領有牌照的電單車外，不得用作任何其他用途，尤其是不得用作存放、陳列或展示車輛作出售或其他用途或提供車輛清潔及美容服務。
- (v) 批地文件特別條件第(26)(e)條規定在該地段內須按指定比率提供空間，用作停泊屬於該地段已建或擬建作私人住宅的一座或多座建築物或其一個或多個部分的住客及其真正客人、訪客或獲邀請人士的單車，以達致署長滿意。
- (i) 批地文件特別條件第(27)(a)及(27)(b)條規定須在該地段內按指定比率提供車位供貨車裝卸使用，以達致署長滿意。該等車位不得用作與有關在該地段已建或擬建的一座或多座建築物的貨車裝卸以外用途。
- (j) 批地文件特別條件第(32)條規定，經署長批准的PVP佈局圖（包括經署長根據批地文件特別條件第(25)(b)條批准的PVP佈局圖）表明所有根據批地文件特別條件第(25)、(26)及(27)條規定的停車及裝卸空間（及其可能根據批地文件特別條件第(28)條進行之調整）（「經批准的停車場佈局圖」），或經授權人員認證之經批准的停車場佈局圖副本（根據《建築物條例》之定義及根據其制定的任何法規及其任何修訂）應交付署長存檔。在交付署長存檔前，或不得進行任何交易以影響該地段或其任何部分，或在其上豎立或將要豎立的任何建築物或任何建築物的任何部分（根據批地文件特別條件第(20)(c)條規定之租賃協議或租賃或其有關之協議，以及根據批地文件特別條件第(20)(d)條規定之按揭，或經署長批准的其他交易除外）。經批准的停車場佈局圖上所示的停車及裝卸空間，除用於根據批地文件特別條件第(25)、(26)及(27)條規定之用途外，不得用於任何其他目的。承授人應按照經批准的停車場佈局圖維護停車、裝卸空間及其他區域，包括但不限於升降機、卸貨、機動及流通區域，除獲署長事先書面許可外，不得更改佈局。除經批准的停車場佈局圖上指明的停車場外，地段的任何部分或其上的任何建築物或構築物均不得用於停車用途。
- (k) 根據批地文件特別條件第(34)(a)條，若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，承授人須自費進行及建造該等當時或其後必要或有需要之斜坡整理工程、擋土牆或其他支撐、防護或排水系統或附屬或其他工程，以保護及支撐該地段內的該等土地及任何毗鄰或毗連之政府土地或已出租土地，及排除或預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。承授人須於批地文件年期所有時間自費保持上述土地、斜坡整理工程、擋土牆或其他支撐、防護、排水系統或附屬或其他工程修葺良好堅固，達致署長滿意。根據特別條件第(34)(c)條，若於任何時間內由於承授人進行的奠基、平整、開發或其他工程或任何其他原因而造成任何泥土剝落、泥石傾瀉或土地下陷，承授人須自費還原和修復達致署長滿意，並須就因該等泥土剝落、泥石傾瀉或土地下陷而將會或可能引致、蒙受或招致的任何成本、費用、賠償、要求及索償彌償政府、其代理人及承建商。特別條件第(34)(d)條規定署長有權以書面通知形式要求承授人進行、興建及保養上述土地、斜坡整理工程、擋土牆或其他支撐、防護、排水系統或附屬或其他工程，或還原和修復任何泥土剝落、泥石傾瀉或土地下陷，且如承授人忽略或未能在指明期限內遵從該通知達致署長滿意，署長可立即執行和進行任何有需要的工程，而承授人須應要向政府償還該工程的費用連同任何行政或專業費用及收費。
- (l) 批地文件特別條件第(36)條規定如該地段或其任何部分的發展或重建已安裝預應力地錨，承授人須自費對預應力地錨整個使用期限內進行定期維修及監察，以達致署長滿意，並且在署長不時全權酌情要求時提交上述維修及監察的報告及資料。如承授人忽略或未能執行規定的監察工程，署長可即時執行和進行監察工程，承授人必須應要向政府償還有關的費用。
- (m) 批地文件特別條件第(37)條規定：
- (i) 倘若從該地段或從其他受該地段的任何發展所影響的區域有泥土、廢土、瓦礫、建築廢料或建材（「廢料」）遭侵蝕、流入或傾倒至公共巷徑或道路或路渠或路渠上、前濱或海床、污水渠、雨水渠或明渠或其他政府產業（「政府產業」），承授人須自費清理該等廢料並修復對政府產業造成的損壞。承授人須就該等侵蝕、流入或傾倒對私人產業造成的任何損壞或滋擾所引致的一切訴訟、索償及要求對政府作出彌償。
- (ii) 儘管批地文件特別條件第(37)(a)條另有規定，署長可以（惟沒有責任）應承授人要求清理該等廢料並修復

對政府產業造成的損壞，而承授人須應要向政府支付上述工程費用。

- (n) 批地文件特別條件第(38)條規定承授人須在任何時候，尤其在進行建築、保養、翻新或維修工程（「工程」）期間，採取或促使他人採取一切合理及足夠的謹慎、技巧及預防措施，避免對該地段及/或綠色範圍或該等任何部分的或其之上、上面、之下或毗鄰的任何政府擁有或其他現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或其他工程或裝置（「服務」）造成任何損壞、干擾或阻塞。承授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查詢以確定服務的位置及水平，並提交處理任何可能受工程影響的服務的書面建議給署長，供他全面審批，及不得在取得署長對工程及上述建議的書面批准前進行任何工程。承授人須遵守及自費履行署長於批准上述建議時對服務施加的任何要求，包括承擔任何必要的改道、重鋪或修復的費用。承授人須自費全面維修、復原及修復因工程而對該地段及/或綠色範圍或該等部分或任何服務以任何方式造成的任何損壞、干擾或阻塞（除非署長另作選擇，明渠、污水渠、雨水渠或總水喉須由署長負責修復，而承授人須應要向政府支付上述工程費用），以達致署長滿意。倘若承授人未能對該地段及/或綠色範圍或該等部份或任何服務進行該等必要的改道、重鋪、維修、復原及修復工程以達致署長滿意，署長可進行他認為必要的該等改道、重鋪、維修、復原或修復工程，而承授人須應要向政府支付上述工程費用。
- (o) 批地文件特別條件第(39)條規定：
- (i) 承授人須自費建造及保養署長認為需要的排水渠及渠道（不論是否位於該地段範圍內或政府土地上），以將落在或流經該地段上的暴雨或雨水截流並排送至就近的水道、集水井、渠道或政府雨水渠，達致署長滿意。承授人須對上述暴雨或雨水造成的任何損壞或滋擾所引致的一切訴訟、索償及要求自行負責並向政府及政府人員作出彌償。
- (ii) 連接該地段的任何排水渠及污水渠至政府的雨水渠及污水渠的工程（當已鋪設及受委託）可由署長進行，署長無須就因此等工程對承授人造成的損失或損害負責，而承授人須應要向政府支付上述連接工程的費用。或者，該等連接工程亦可由承授人自費進行，以達致署長滿意，而在該種情況下，該等連接工程任何一段若在政府土地內修建，須由承授人自費保養，直至政府要求時由承授人移交給政府，由政府出資負責往後的保養，而承授人須應要向政府支付上述連接工程的技術檢查之費用。倘若承授人沒有維修建在該政府土地內的上述連接工程的任何一段，署長可以進行其認為必要的維修工程，而承授人須應要向政府支付上述工程費用。
- (p) 批地文件特別條件第(42)(a)及(42)(b)條規定：
- (i) 承授人須於批地文件之日起計6個曆月內(或署長批准的其他延期內)，就有關該地段的發展上所有建議的工程，自費向署長提交或安排提交一份渠務影響評估書（「渠務影響評估書」），並取得其書面批准，並全面達致署長滿意。
- (ii) 渠務影響評估書須包括署長要求的資料及細項，包括不限於因發展該地段而引起的所有不利渠務影響，及緩解措施、改善工程及其他措施及工程的建議。承授人須自費在署長規定的期限內實施獲批准的渠務影響評估書內的建議，以達致署長在各方面滿意。
6. 對買方造成負擔的租用條件：
- (a) 批地文件特別條件第(2)條規定，承授人確認於本合約之日，尚有一些建築物、構築物及地基存在於該地段（「現有構築物」）。茲毋損批地文件一般條件第(5)條的一般規定，承授人將被視為滿意及接受該地段（包括但不限於粉紅色綴黑點範圍及粉紅色界線紅交叉線加黑點範圍）於本合約之日或被視為已給予管有權的當日的狀態及狀況是受限於現有構築物的存在，承授人不得就此或因此作出或提出任何性質的反對或索償。承授人須自費拆除和移走現有構築物（「拆除工程」），以全面達致署長滿意。因現有構築物之存在或承授人隨後的拆除工程而致承授人蒙受損失、損害、滋擾或干擾，政府概不承擔任何責任。承授人須就所有直接或間接由現有構築物之存在或隨後的拆除工程引起或與之有關之所有責任、損失、索償、費用、索求、訴訟及其他法律程序作出彌償及確保其獲得彌償。
- (b) 批地文件特別條件第(30)(a)條規定，住宅車位及住宅電單車車位不得：
- (i) 轉讓，除非：
- (1) 連同該地段的不可分割份數（賦予該地段上已建或擬建的一座或多座建築物住宅單位的專有使用權及管有權）一併轉讓；或
- (2) 轉讓予已經是該地段不可分割份數擁有人的人士，而該人士就該地段已建或擬建的一座或多座的建築物住宅單位擁有專有使用權及管有權；或
- (ii) 出租，除非租予該地段上已建或擬建的一座或多座的建築物住宅單位的住客。惟無論如何，不得向該地段上已建或擬建的一座或多座的建築物的任何一個住宅單位的業主轉讓或向該地段上已建或擬建的一座或多座的建築物的任何一個住宅單位的住客出租總共超過三個住宅車位及住宅電單車車位。
- (c) 批地文件特別條件第(41)條規定：
- (i) 在批地文件附錄圖則上以粉紅色十字斜影黑線顯示的該地段部分的範圍（「粉紅色十字斜影黑線範圍」）上、



## SUMMARY OF LAND GRANT 批地文件的摘要

之上、下、之下或之內，均不得豎立或興建任何建築物或構築物或為任何建築物或構築物而設的支撐物。

- (ii) 於批地文件年期內，署長及獲其妥為授權的官員、承辦商或其工人（統稱「授權人員」），不論有否帶同工具、設備、機器或車輛，均有權隨時不受限制地進出、往返及穿越該地段，以鋪設、檢查、修理和保養署長要求或批准經過、貫穿或藏於粉紅色十字斜影黑線範圍之下的排水渠、污水渠、渠道、排水設施及其他服務（「公用設施」）。任何可能阻塞通往公用設施或引致公用設施超出負荷的物件或物料，不論性質為何，都不得放置於粉紅色十字斜影黑線範圍之內。如果署長認為（署長意見是最終意見，並對承授人具有約束力），在粉紅色十字斜影黑線範圍內有任何物件或物料可能阻礙通往公用設施或引致公用設施超出負荷，署長有權向承授人發出書面通知，要求承授人自費移除或拆卸該等物件或物料和修復粉紅色十字斜影黑線範圍，以全面達致署長滿意。如果承授人忽略或未能在指定時限內履行該通知或情況緊急，署長可進行其認為必要的移除、拆卸及修復工程，承授人須應要向政府支付該工程之費用。
- (iii) 除了修復因其行使於批地文件特別條件第(41)(b)條下的權利而開挖的溝槽外，政府及授權人員對於源於授權人員行使批地文件特別條件第(41)(b)條賦予其不受限制的權利進出、往返及穿越該地段，及鋪設、檢查、修理和保養公用設施時對承授人造成或引致承授人遭受的任何損失、損害、滋擾或騷擾，政府及授權人員一概不須負責。承授人亦不得向政府或授權人員提出有關任何該等損失、損害、滋擾或騷擾的任何索償。
- (d) 批地文件特別條件第(44)條規定，除非獲得署長的事先書面同意，承授人不可對或容許他人對已建於或擬建於該地段的任何住宅單位進行任何工程，包括但不限於拆卸或改動任何間隔牆或任何地台或天台板或任何間隔構築物，以令有關的單位與毗鄰的住宅單位內部相連和互通。署長就有關工程是否達致某一單位與毗鄰的住宅單位內部相連和互通的決定為最終決定，並對承授人具約束力。
- (e) 根據批地文件一般條件第11條，當承授人未能或忽略履行、遵守或符合批地文件，政府有權收回該地段或其任何部分以及在該地段或其任何部分的所有或任何建築物、搭建物及工程，並取回其管有權，且當該地段被收回時：(i)承授人在該地段被收回之部分的權利將絕對地停止或終止；(ii)承授人無權獲得任何地價退款、款項或賠償；及(iii)政府之任何其他權利、補償及申索將不受影響。

### 備註：

1. 本節所載的「承授人」指批地文件訂明的「買方」，如上下文意允許或規定則包括其遺產執行人、遺產管理人及受讓人；如屬公司則包括其繼承人及受讓人。
2. 請參閱批地文件以了解全部詳情。完整的批地文件文本可於售樓處營業時間作出要求後免費查閱，並可在支付所需影印費後取得批地文件之複印本。



# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

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

#### 1. The Green Area and the Structures as referred to in Special Condition Nos. (3), (4), (5) and (6) of the Land Grant

(1) Provisions of the Land Grant (as varied or modified by extension letter dated 11<sup>th</sup> September 2020)

Special Condition No. (3) stipulates that:-

(a) The Grantee shall:

(i) within 90 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of the future public roads as shown coloured green on the plan annexed hereto (hereinafter collectively referred to as **"the Green Areas"**); and

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

so that building, vehicular and pedestrian traffic may be carried on the Green Areas;

(ii) within 90 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas has been re-delivered in accordance with Special Condition No.(4) hereof;

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

(c) The 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 fulfilment of the Grantee's obligations under sub- sub-clause (a) of this Special Condition or the exercise of the rights by the Government under -clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Special Condition No. (4) stipulates that:-

For the purpose only of carrying out the necessary works specified in Special Condition No.(3) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Areas. The Green Areas shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Areas allow free access over and along the Green Areas for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(3) hereof or otherwise.

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

The Grantee shall not without the prior written consent of the Director use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(3) of the Land Grant.

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

(a) The Grantee shall at all reasonable times while he is in the possession of the Green Areas:

(i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director the right of ingress, egress and regress to, from and through the lot and the Green Areas for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (3)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (3)(b) hereof and any other works which the Director may consider necessary in the Green Areas;

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Areas as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas 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 Green Areas; and

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

(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 person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.

(2) Provisions of the Deed of Mutual Covenant

Recital stipulates that :-

...

"Green Areas"

means the "Green Areas" as defined and referred to in Special Condition No.(3)(a)(i)(I) of the Conditions and shown coloured green on the plan annexed to the Conditions;

"Green Areas' Structures"

means the bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands in his sole discretion may require as referred to and defined as "the Structures" under Special Condition No.(3)(a)(i)(II) of the Conditions;

...

Clause 15 stipulates that :-

The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the 31st day of December in the next following year. The annual budget shall be in two parts :-

(a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Development, the Estate Common Areas and Facilities, the Green Areas and the Green Areas' Structures including but without prejudice to the generality of the foregoing :-

...

(xv) the cost of maintaining the Green Areas and the Green Areas' Structures under this Deed and/or pursuant to the Conditions in good repair and conditions and to the satisfaction of the Director of Lands until the Green Areas and the Green Areas' Structures have been re-delivered to the Government;

...

Clause 37 stipulates that :-

Subject to the provisions of the Building Management Ordinance (Cap. 344), the management of the Lot and the Development shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause 10 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and the Manager will have the authority to act for and on behalf of all Owners in accordance with the provisions of this Deed to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Development and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

...

(ab) To have the right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Lot and the Development as a whole or the Common Areas and Facilities or the Green Areas and the Green Areas' Structures until possession of which is re-delivered to the Government with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;

## INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

### 公共設施及公眾休憩用地的資料

...

(bn) To manage and maintain for and on behalf of the Owners the land, areas, structures, facilities or drains or channels whether within or outside (if required by the Government) the Lot, the construction of which is the liability and/or responsibility of the First Owner and, for the purpose of this sub-clause, such management and maintenance shall include the Green Areas and the Green Areas' Structures up to the time at which possession thereof is re-delivered to the Government in accordance with the terms of the Conditions;

(bo) To repair, maintain and upkeep the Green Areas together with the Green Areas' Structures (until possession of which is re-delivered to the Government) and all structures, surfaces, gullies, sewers, drains, fire hydrant, services, street lights, traffic signs, street furniture, road markings and plants constructed, installed and provided thereon or therein in good repair and condition and to the satisfaction of the Director of Lands before the Green Areas have been re-delivered to the Government; and

...

Clause 55 of the Third Schedule stipulates that :-

The Owners shall at their own expenses in the proportion of the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allotted to their respective Units maintain the Green Areas and the Green Areas' Structures (until possession of which is re-delivered to the Government) and to carry out such works thereon and thereto to the satisfaction of the Director of Lands and in observance and compliance with Special Condition Nos.(3) to (6) and any other provisions of the Conditions.

(3) The general public has the right to use those facilities or open space (if any) mentioned above in accordance with the Land Grant.

#### 2. Public Vehicle Park as referred to in Special Condition No.(25) of the Land Grant

(1) Provisions of the Land Grant

Special Condition Nos. (25)(a)-(25)(k) of the Land Grant stipulates that :-

(a) The Grantee shall on or before the date specified in Special Condition No. (7) hereof at his own expense in all respects to the satisfaction of the Director and in accordance with the layout plan approved under sub-clause (b) of this Special Condition erect, construct and thereafter provide and maintain within the Lot a public vehicle park ("Public Vehicle Park"). The Grantee shall provide with the Public Vehicle Park:

- (i) 45 spaces each measuring 3.5 metres in width and 12.0 metres in length with a minimum headroom of 3.8 metres for the parking of coaches licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation;
- (ii) 90 spaces each measuring 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres for the parking of private cars licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation; and
- (iii) 9 spaces each measuring 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.

(b) The Grantee shall within 24 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director) submit or cause to be submitted to the Director for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the Director ("the PVP Layout Plan"). The parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the PVP Layout Plan approved by the Director under this sub-clause and in all respects to the satisfaction of the Director. The Grantee shall maintain the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the PVP Layout Plan approved by the Director under this sub-clause and shall not alter the layout except with the prior written consent of the Director.

(c) No floor or floors or level or levels of the Public Vehicle Park shall be served or accessible by any means of vehicular access except by such vehicular accesses as may be approved in writing by the Director.

(d) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any coaches, private cars and motor cycles can be moved into or away from each parking space from or to the driveway or circulation area without obstruction.

(e) The positions of the ingress and egress control points, the drop gate and the pay booth and the access arrangement for the Public Vehicle Park shall be subject to the prior written approval of the Director.

(f) The layout of the Public Vehicle Park shall be designed in such a way that no coaches, private cars and motor cycles shall have to queue or wait outside the lot to enter into the Public Vehicle Park.

(g) All the parking spaces provided within the Public Vehicle Park shall be made available to members of the public at all times for short-term parking on hourly, daily or monthly basis or on such other basis as may be approved in writing by the Commissioner for Transport. The Grantee shall at all times permit members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected thereon for the purposes of gaining access to and from the Public Vehicle Park.

(h) For the purpose of calculating the total gross floor areas stipulated in Special Condition No.11(c) hereof, there shall be taken into account the Public Vehicle Park (including all the parking spaces, turning circles, means of access and circulation areas provided within the Public Vehicle Park and any other areas or spaces as the Director may in his sole discretion consider appropriate). The total gross floor area of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding upon the Grantee.

(i) The parking spaces provided within the Public Vehicle Park shall not be used for any purpose other than for the parking of coaches, private cars and motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the Public Vehicle Park or any part or parts thereof 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.

(j) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not, throughout the term hereby agreed to be granted, assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or enter into agreement so to do except the Public Vehicle Park as a whole provided that the Grantee may underlet the parking spaces provided within the Public Vehicle Park to members of the public for short-term parking in accordance with sub-clause (g) of this Special Condition.

(k) After the completion of the Public Vehicle Park in accordance with this Special Condition, the Grantee shall commence to operate the Public Vehicle Park and at all times during the term hereby agreed to be granted continue to operate, uphold, maintain, repair operate, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the Commissioner for Transport.

(2) Provisions of the Deed of Mutual Covenant  
Recital stipulates that :-

...

"Public Vehicle Park"

means the public vehicle park constructed and provided or to be constructed and provided in accordance with the Building Plans and Special Condition No.(25)(a) of the Conditions, (if and where capable of being shown as plans) the Public Vehicle Park is for the purpose of identification only shown coloured Light Brown on the DMC Plans certified as to their accuracy by the Authorized Person and annexed hereto;

...

Clause 7(b) stipulates that :-

The Owner of the Public Vehicle Park, his tenants, servants, agents, invitees, visitors and licensees shall, subject to Clause 3 of Section I and paragraph 1(a)(ii) of Part A of the Second Schedule hereto, have the full right and liberty (in common with the Manager and others having like rights) to use the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

Clause 8(r) stipulates that :-

Subject to the prior approval of the Director, the right to adjust and/or allocate and/or reallocate and/or sub-allocate the number of Undivided Shares in the Lot and the Development (including but not limited to the Subsequent Phase(s)) retained by the First Owner relating thereto and the manner in which the same shall be notionally divided and the fraction which each such Undivided Share bears to the whole and without prejudice to the generality of the foregoing, the full and unrestricted right to allocate and/or reallocate and/or sub-allocate the Undivided Shares reserved or to be reserved to the Commercial Units and the Public Vehicle Park as the First Owner shall deem fit provided that such adjustment and/or allocation and/or re-allocation and/or sub-allocation shall not affect the other Owners' sole and exclusive right and privilege to hold use and occupy their part or parts of the Development or impede or restrict the access to or from such part or parts of the Development and provided also that no such adjustment shall affect such other Owners' rights in the Development PROVIDED FURTHER THAT upon the issuance of the Certificate of Compliance or Consent to Assign in respect of Subsequent Phase(s), whichever is earlier, all those Undivided Shares reserved to the Subsequent Phase(s) under this Deed which shall not have been so allocated shall be designated by the First Owner as part of the Undivided Shares of the Common Areas and Facilities and shall be assigned by the First Owner to the Manager free of costs or consideration to be held on trust for all the Owners.

Clause 16(b) stipulates that :-



## INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

### 公共設施及公眾休憩用地的資料

Each Owner shall pay for every Undivided Share allocated to any Unit (including, for the avoidance of doubt, the Public Vehicle Park) of which he is the Owner a fraction of the total amount assessed under the first part of the annual adopted budget as referred to in Clause 15(a) above in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development;

Clause 19(a) stipulates that :-

There shall be established and maintained and prepared by the Manager as trustee for and on behalf of all the Owners of the Units (including, for the avoidance of doubt, the Public Vehicle Park) one Special Fund for the purpose of paragraph 4 of Schedule 7 to the Building Management Ordinance (Cap.344) towards payment of expenditure of a capital nature or of a kind not expected to be incurred annually, which includes but is not limited to, expenses for the renovation, improvement and repair of the Estate Common Areas and Facilities, the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plants and machines for the Estate Common Areas and Facilities and the costs of the relevant investigation works and professional services and for the initial set up costs of the management office and such fund shall not be refundable or transferable.

Clause 20(c) stipulates that :-

Each Owner being the first assignee of a Residential Unit shall before he is given possession of his Unit pay to the Manager a debris removal fee which shall be non-refundable and non-transferable of not more than a sum equal to 1/12 of the first year's budgeted management expenses payable in respect of his part of the Development in such sum as reasonably determined by the Manager for the removal of debris arising from decoration works carried out in his Unit and the First Owner is required to make such contribution in respect of any Residential Units which have been completed and remain unsold for three (3) months after (i) the date of this Deed or (ii) the date on which it is in a position validly to assign those Undivided Shares attributable to the Units (i.e. when the Consent to Assign in respect of the relevant phase or Certificate of Compliance has been issued), whichever is the later. Any portion of such debris removal fees which has not been used for debris removal as aforesaid shall form part of the Special Fund for the Residential Accommodation. For the avoidance of doubt, the Owners of the Commercial Units and the Public Vehicle Park shall make their own arrangements to remove debris arising from decoration works carried out in the Commercial Units or the Public Vehicle Park and shall not be liable to pay a debris removal fee to the Manager in respect of the Commercial Units or the Public Vehicle Park. The Manager shall not be responsible for removing debris arising from decoration works carried out in the Commercial Units or the Public Vehicle Park.

Clause 49 stipulates that :-

As soon as practicable but not later than nine (9) months from the date of this Deed, the Manager shall convene a meeting of the Owners (and to call further and subsequent meetings if required) to establish an Owners' Committee and appoint a chairman thereof or to appoint a management committee for the purpose of forming an Owners' Corporation under the Building Management Ordinance (Cap.344). The Owners' Committee shall consist of not fewer than 7 members and not more than 9 members or such number of members as the Owners may decide from time to time by resolution at a meeting of the Owners, provided that:-

...

(iv) not more than 1(one) member shall be elected from the Owners of the Commercial Units and the Public Vehicle Park to represent them in the Owners' Committee

...

Clause 1 of the Second Schedule stipulates that :-

The Owner of each Unit shall have the benefit of the following rights and privileges SUBJECT TO the provisions of the Conditions, this Deed, the House Rules and the rights of the Manager as provided in this Deed and the payment by the Owner of his due proportion of the management fund and Special Fund contributions and any other payments payable pursuant to this Deed :-

...

(ii) Full right and liberty (but SUBJECT ALWAYS TO the rights of the Manager and the First Owner herein provided) for the Owner of the Public Vehicle Park for the time being, his tenants, servants, agents, lawful occupants and licensees (in common with all persons having the like right) to use or to receive the benefit of the Estate Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the Public Vehicle Park SUBJECT as aforesaid;

...

Clause 9(a)(i) of the Third Schedule stipulates that :-

No part of the Commercial Unit or the Public Vehicle Park shall be used otherwise than in accordance with the Conditions.

Clause 11 of the Third Schedule stipulates that :-

Subject to the rights of the First Owner herein provided, no Owner shall without the prior written consent of the Manager erect or place or cause or permit to be erected or placed any advertising sign or other structure on the roof, flat roof or garden forming part of his Residential Unit or any Parking Space or any other part

thereof and the Manager shall have the right to enter to remove anything erected or placed on the roof, flat roof or garden of his Residential Unit or Parking Space or any part thereof in contravention of this provision at the cost and expense of the Owner erecting or placing the same. For the avoidance of doubt, the Owners of the Commercial Units, the Public Vehicle Park or any part or parts thereof shall have the right (subject to the prior written consent of the Manager, who may in his discretion impose such conditions to the consent as he may think fit) to erect or place or cause or permit to be erected or placed any advertising sign or other structure on any part or parts of the Commercial Units or the Public Vehicle Park exclusively owned by such Owner.

Clause 18 of the Third Schedule stipulates that :-

Subject to the rights of the First Owner herein provided, no Owner shall erect, install or otherwise affix or allowed to be erected, installed or otherwise affixed any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of or extending outside the exterior of his Unit or any part of the Development or be projected from the Development or any part thereof SAVE and EXCEPT that the Owners of the Commercial Units, the Public Vehicle Park or any part or parts thereof may, subject to the prior written consent of the Manager who may in his discretion impose such conditions to the consent as he may think fit, erect, install or otherwise affix any external signs, signboards, notices, advertisements, flags, banners, poles, cages, shades, or other projections or structures whatsoever on the external surfaces of the Commercial Units or the Public Vehicle Park.

Clause 19 of the Third Schedule stipulates that :-

No clothing or laundry shall be hung outside the Residential Unit, the Commercial Units, the Public Vehicle Park or any part thereof (other than in the spaces specifically provided therefor) or in the Common Areas and Facilities.

Clause 27 of the Third Schedule stipulates that :-

Subject to the rights of the First Owner and the Owners of the Commercial Units and the Public Vehicle Park under this Deed, no Owner (except the First Owner) shall paint the outside of the Development including any part of the Development owned by him, or do or permit to be done any act or thing which may or will alter the façade or external appearance of the Development (including any part owned by him) without the prior consent in writing of the Manager Provided That for the purpose of ensuring uniformity and consistency of the external appearance and design of the Residential Houses, no additions improvements fixtures fittings installations or decorations (including replacement of the materials and finishes by another kind, colour or design) shall be made to the garden of any Residential House save with the prior written consent of the Manager Provided Also That no works shall be carried out to the external walls forming part of a Unit save with the Manager's prior written approval and such works shall be carried out by contractors approved by the Manager.

(3) The general public has the right to use those facilities or open space (if any) mentioned above in accordance with the Land Grant.

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

1. Please refer to paragraphs A1 and A2 above.

2. The facilities or open spaces (if any) mentioned in paragraphs A1 and A2 above are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expense of the managing, operating or maintaining those facilities or opens spaces (if any) through the management expenses apportioned to the residential properties concerned.

#### C. Size of any open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

Not Applicable.

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

Not Applicable.

Notes:

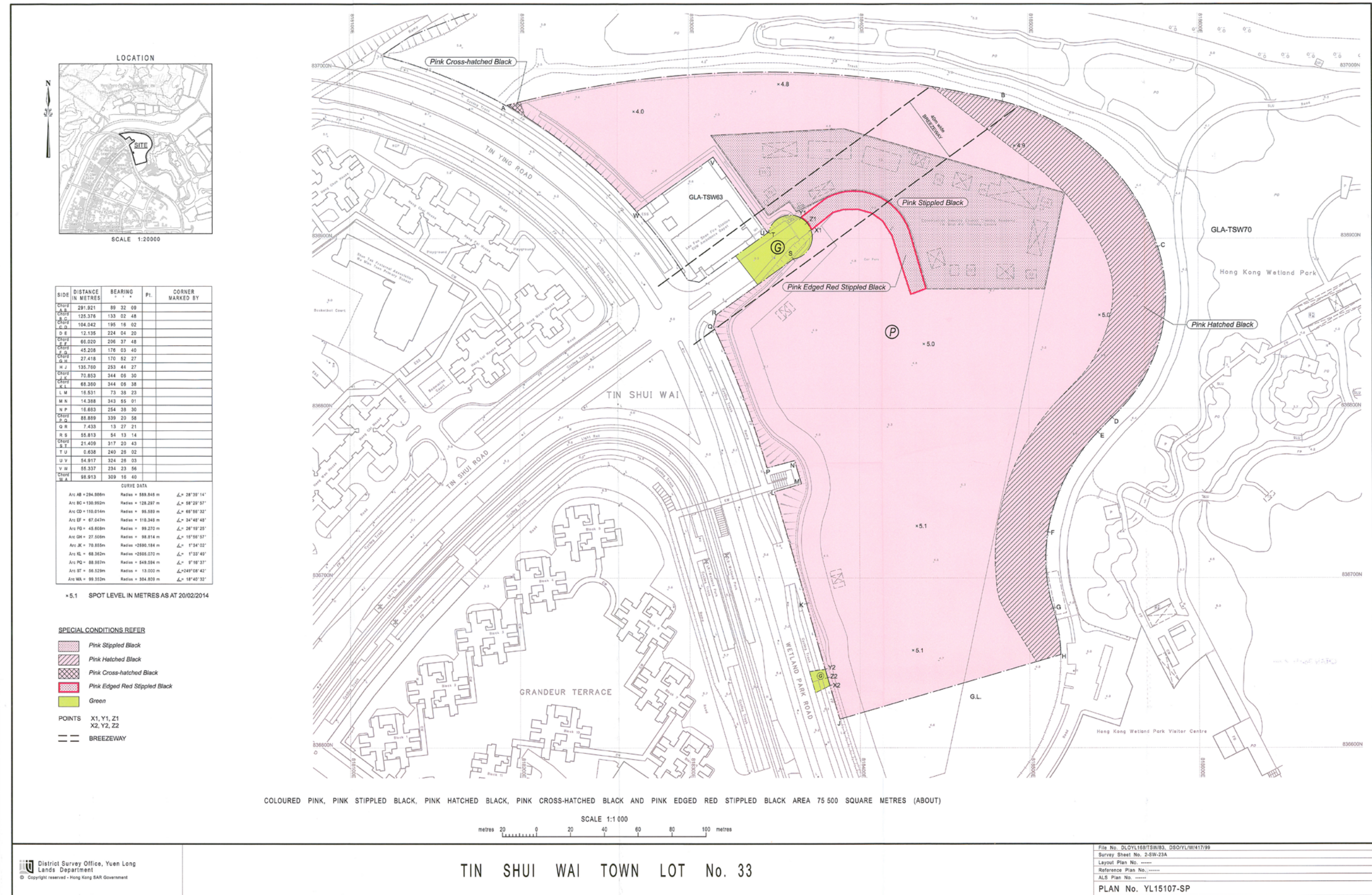
1. The term "Director" in the Land Grant means "the Director of Lands".
2. The terms "Conditions" in the Deed of Mutual Covenant means "the Land Grant", unless otherwise specified.
3. The "Grantee" as mentioned in this section means the Purchaser under the Government Grant and where the context so admits or requires include his executors, administrators and assigns and in case of a corporation its successors and assigns.



# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

The plan annexed to the Land Grant



### Legend

- Pink Stippled Black
- Pink Hatched Black
- Pink Cross-hatched Black
- Pink Edged Red Stippled Black
- Green



# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

### A. 批地文件規定須興建並提供予政府或供公眾使用的設施

#### 1. 批地文件特別條件第(3)、(4)、(5)及(6)條所指之「綠色範圍」及「該等構築物」

##### (1) 批地文件的條款（經日期為2020年9月11日的延期信函修訂）

批地文件特別條件第(3)條規定：

(a) 承授人須：

- (i) 由批地文件起90個曆月內（或署長可批准之其他延長時間），自費以署長批准的方式、物料、標準、水準、定線及設計進行下列工程，以全面達致署長滿意：
  - (I) 鋪設及平整在本文所夾附圖則上以綠色顯示之若干未來公共道路部份（以下簡稱「**綠色範圍**」）；及
  - (II) 提供及興建橋樑、隧道、高架道路、地下通道、下水道、高架橋、行車天橋、行人路、道路或署長全權酌情要求的其他構築物（以下簡稱「**該等構築物**」）致使建築物、車輛及行人交通可於綠色範圍上興建及通行；
- (ii) 由批地文件起90個曆月內（或署長可批准之其他延長時間），自費在綠色範圍鋪設路面、建造路緣及渠道並為其提供署長要求的溝渠、污水渠、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，以達致署長滿意；及
- (iii) 自費保養綠色範圍，連同該等構築物及所有在該範圍之上或之內興建、設置及提供的構築物、表面、溝渠、下水道、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，以達致署長滿意，直至按本特別條件第(4)條交還綠色範圍的管有權為止；

(b) 倘若承授人沒有於批地文件本特別條件第(3)(a)分條所述的指定期限內履行該分條訂明的責任，政府可進行必要的工程，費用由承授人承擔。承授人須在政府要求時向政府支付相等於有關費用的款項，金額由署長決定，而其決定是最終決定並約束承授人。

(c) 就承授人或任何其他人士招致或蒙受的損失、損害、滋擾或干擾，不論是因承授人履行本特別條件第(3)(a)分條的責任或政府行使本特別條件第(3)(b)分條的權利或其他權利而起的或隨之而來的，政府概不承擔任何責任；承授人亦不得就任何上述損失、損害、滋擾或干擾向政府提出任何申索。

批地文件特別條件第(4)條規定：

茲只限於為推行本特別條件第(3)條訂明的必要工程，承授人須於本協議之日，獲授綠色範圍的管有權。綠色範圍須應政府要求交回政府，而無論如何，若署長發出信件表示所有批地文件條件已妥為履行並達致滿意，上述範圍即被視為已於發信當天由承授人交回政府。承授人須在其管有綠色範圍的所有合理時間內允許所有政府及公眾車輛及行人自由出入綠色範圍，並確保有關通行及使用不受根據本特別條件第(3)條進行之工程或其他工程干擾或阻礙。

批地文件特別條件第(5)條規定：

除非獲得署長事先書面同意，承授人不得使用綠色範圍存放物品或搭建任何臨時構築物，又或作進行本特別條件第(3)條指定工程以外用途。

批地文件特別條件第(6)條規定：

(a) 承授人在管有綠色範圍期間，須於所有合理時間：

- (i) 允許政府及署長、其官員、承建商及代理人及署長授權的任何人士有權進出、返回及通過該地段及綠色範圍，以視察、檢查及監督遵照本特別條件第(3)(a)分條進行的任何工程，並且進行、視察、檢查及監督按本特別條件第(3)(b)分條進行的工程以及綠色範圍內任何其他署長認為必要的其他工程；
- (ii) 允許政府及政府授權的相關公用事業公司有權按需要進出、返回及通過該地段及綠色範圍之內、之上或之下或任何毗連土地進行任何工程，包括但不限於鋪設及其後維修所有必要水管、電線、管道、電線槽及其他導體和輔助設備，藉此提供擬供該地段或任何毗連或毗鄰土地或樓宇使用的電話、電力、氣體（如有）及其他服務。承授人須與政府及政府妥為授權的相關公用事業公司全面合作，以處理關乎上述擬於綠色範圍內進行的工程之所有事宜；及
- (iii) 允許水務監督官員及其授權之其他人士有權按需要進出、返回及通過該地段及綠色範圍，以進行任何關於運作、保養、維修、更換及改動綠色範圍內任何其他水務裝置的工程。

(b) 就任何因政府、署長及其官員、承建商及任何其他根據本特別條件第(6)(a)分條獲妥為授權的人士或公用事業公司行使權利而起的或隨之而來的任何對承授人或任何其他人士所造成或承授人或任何其他人士所蒙受的損失、破壞、滋擾或干擾，政府、署長及其官員、承建商、代理人及任何其他根據本特別條件第(6)(a)分條獲妥為授權的人士或公用事業公司概不承擔任何責任。

##### (2) 公契的條款 敘文規定：-

...

「綠色範圍」指賣地條件特別條款第(3)(a)(i)(I)條提及的綠色範圍，並在賣地條件隨附圖則上用綠色所顯示的。

「綠色範圍構築物」指賣地條件特別條款第(3)(a)(i)(II)條提及的橋、隧道、上跨路、下通道、下水道、高架橋、行車天橋、行人路、道路或署長全權酌情要求的其他構築物；

...

第15條規定：-

管理人須在諮詢業主委員會（如有）後編製下年的年度預算（第一個預算除外，該預算須涵蓋本公契之日起至翌年12月31日）。年度預算包括2個部分：-

(a) 第1部分須涵蓋管理人認為（若無明顯錯誤，管理人的決定將作終論）為了全體業主的利益或妥善管理發展項目、屋苑公用地方及設施、綠色範圍及綠色範圍構築物承需要的一切開支，在不影響上述一般適用範圍下，包括：

...

(xv) 按本公契及/或賣地條件維修、保養及管理綠色範圍及綠色範圍構築物，以及在綠色範圍及綠色範圍構築物交回政府前致使地政署長滿意的費用。

...

第37條規定：-

除《建築物管理條例》（第344章）另有規定外，管理人承擔地段及發展項目的管理，其首次委任期為公契之日起計兩年並於期滿後繼續委任，直至根據公契第10條終止委任為止，而且每位業主在此不可撤回地委任管理人為所有業主的代理人去處理按照本公契的條文妥為授權的任何有關公用地方及設施的事宜，以及除《建築物管理條例》（第344章）另有規定外，管理人擁有授權代表全體業主按照本公契的條文去執行公契的所有條文並令其生效。在本公契所賦予的其他權力以外，管理人獲授權為了或與該地段及該屋苑及該管理有關而作出所有必要或恰當的行為及事情，包括（尤其是以下事宜但在各方面都不受上述的一般性事宜加以限制）：-

...

(ab) 代表全體業主處理與政府或任何法定機構或任何公用事業或其他主管機構或任何其他人士往來，在任何方面涉及或有關整個地段及發展項目或公用地方及設施或綠色範圍及綠色範圍構築物（直至交還該管有權予政府）的事宜，並有權就與該等交涉有關的任何已採納的政策、已達成的決定或已採取的行動約束所有業主；

...

(bn) 代表全體業主管理和維修位於該地段內或外（如政府要求）而第一業主有責任興建及/或應負責興建的土地、區域、構築物、設施或排水渠或渠道；就本分條而言，該等管理和維修包括綠色範圍及綠色範圍構築物，直至根據批地文件的條款交還管有權予政府。

(bo) 在綠色範圍交還予政府前，管理人有權維修、保養及保持綠色範圍連同綠色範圍構築物（直至交還該管有權予政府），及在該範圍之上或之內興建、設置及提供的所有構築物、表面、溝渠、污水渠、排水渠、消防栓、服務、街燈、交通標誌、街道設施、道路標記及植物，於修繕妥當及良好的狀況，以達致署長滿意。

...

第三附錄第55條規定：-

業主須自費按照分配予各單位的不分割份數數目（不包括分配予公用地方及設施的不分割份數）的比例，以維持綠色範圍及綠色範圍構築物（直至管有權交還予政府），並在此等範圍以上或對此等範圍進行有關工程，以在各方面達致署長滿意及遵守並遵從特別條件第(3)至(6)條及批地條件的任何其他條文。

(3) 公眾有權按照批地文件使用上述之設施或休憩用地（如有）。

#### 2. 批地文件特別條件第(25)條所指之「公共停車場」

##### (1) 批地文件的條款

批地文件特別條件第(25)(a)至(25)(k)分條規定：

(a) 承授人在本特別條件第(7)條指定的日期或之前自費支付所有費用，以使署長滿意。並根據本特別條件第(25)(b)分條批准的佈局計劃在地段內架設，建造並提供和維護一個公共停車場（「**公共停車場**」）以達至署長滿意。承授人須在公共停車場內提供：

- (i) 45個用作停泊根據《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的旅遊巴士的停車位而每個停車位的尺寸為3.5米闊及12.0米長及淨高最少3.8米；
- (ii) 90個用作停泊根據《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的私家車的停車位而每個停車位的尺寸為2.5米闊及5.0米長及淨高最少2.4米；及
- (iii) 9個用作停泊根據《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的電單車停車位而每個停車位的尺寸為1.0米闊及2.4米長及淨高最少2.4米。

(b) 承授人應在由批地文件起24個曆月內（或署長可批准之其他延長時間）提交或促使提交公共停車場佈局圖，以取得署長的書面批准，其中應說明根據署長要求的停車位、迴旋處、一個或多個樓層的一個或多個天花高度或水平、通道、通行區域以及任何其他區域和空間的佈局（「**PVP佈局圖**」）。承授人應根據署長按此分條批准的PVP佈局圖提供和佈置公共停車場的停車位、迴旋處、地板或樓層的天花高度，通道，通行區域以及任何其他區域和空間，並全面達致署長滿意。承授人應根據署長按此分條批准的PVP佈局圖，維護公共停車場的停車位、迴旋處、一個或多個樓層的一個或多個天花高度或水平、通道、通行區域以及任何其他區域和空間。除非獲得署長事先書面同意，否則承授人不得更改佈局。

(c) 除了經署長書面批准的行車通道之外，公共停車場的樓層不得設任何可使用或進出的行車通道。

(d) 公共停車場內提供的每個停車位必須直接面向一條車路或一個足夠流通的區域，以使任何旅遊巴士、私家車和電單車均能往車路或通行區域駛進或駛離任何一個停車位而不受阻礙。



# INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

## 公共設施及公眾休憩用地的資料

- (e) 公共停車場的出入口管制站、閘門和收費站的位置，以及其出入口安排均須經署長事先書面批准。
- (f) 公共停車場的佈局應設計至可讓所有旅遊巴、私家車和電單車不必在地段外排隊或等候進入公共停車場。
- (g) 公共停車場內提供的所有停車位應在任何時候向公眾開放，供公眾以每小時、每天或每月為單位或在運輸署署長書面批准的其他單位作短期停泊車輛之用。承授人應在任何時候准許公眾自由進入，出入和通過該地段的該等部分及其上架設或將要架設的任何建築物，以進入及離開公共停車場。
- (h) 就計算本特別條件第(11)(c)分條規定的總建築面積而言，公共停車場應被計算在內（包括在公共停車場所提供的所有停車位、迴旋處、出入通道和通行區域以及署長跟據其酌情權認為合適的任何其他區域和空間）。公共停車場的總建築面積應由署長確定，其決定為最終決定及對承授人具有約束力。
- (i) 公共停車場內提供的停車位不得用於除停泊按《道路交通條例》、其下的任何附屬規例及任何修訂法例領有牌照的旅遊巴、私家車和電單車以外的其他目的，尤其公共停車場或其任何部分不得用作存放、陳列或展示車輛供出售或其他用途或提供車輛清潔及美容服務。
- (j) 即使承授人已遵守和履行此等批地條款以達致署長滿意，承授人仍不可在批地文件協定的整個批租年期內將公共停車場轉讓、抵押、押記、出租、分租、放棄管有公共停車場或以其他方式處置公共停車場或其任何部分或訂立任何相關協議，惟承授人可按照本特別條件分條(g)規定將在公共停車場提供的停車位出租予公眾作短時間停泊，而有關協議如關乎整個公共停車場則為例外。
- (k) 公共停車場按照本特別條件第(25)(k)分條建成後，承授人應開始營運公共停車場，並於批地文件年期所有時間內繼續根據於香港實施有關營運公共停車場的法例、法規及規例自費營運、維護、保養、維修、營運，操作和管理公共停車場及構成公共停車場一部分或與其有關之一切部分，並全面達致運輸署署長滿意。

### (2) 公契的條款 敘文規定：

...

「公共停車場」

指根據建築圖則及批地文件特別條件第25(a)條建造及提供或將建造或將提供的公共停車場，（如能於圖則上顯示）該公共停車場在獲授權人士確認準確及隨附的公契圖則上以識別為目的標示為淺棕色。

...

第7(b)條規定：

遵從本文第1節第3條及第二附錄A部分第1(a)(ii)段之規定，每名公共停車場的業主連同其租客、傭工、代理、獲邀人士、訪客及受許可人將擁有全權和自由權（與管理人及其他享有同等權利之人士共用）使用屋苑公用地方及設施，以作關乎其完善使用及享用此等地方及設施之用途。

第8(r)條規定：

如事先獲署長批准，有權調整及/或分配及/或再分配及/或細分第一業主保留的該地段及發展項目（包括但不限於後續期數）之不分割份數數額和該等不分割份數在概念上攤分的方式，以及每份不分割份數佔不分割份數總額的比例。茲毋損前文之一般規定，第一業主擁有全權和不受限制權力按其視為恰當分配及/或再分配及/或細分保留予商業單位及公共停車場之不分割份數，惟有關的調整及/或分配及/或再分配及/或細分概不可影響其他業主持有、使用與佔用其發展項目部分之獨有權、專有權和特權，亦不可妨礙或限制發展項目任何部分的通行權。此外有關的調整概不可影響其他業主擁有之發展項目權利。再者，後續期數的合格證明書或轉讓同意書簽發後（二者取其較早），所有根據本契約預留予後續期數的不分割份數如尚未分配，將由第一業主指定為公用地方及設施之不分割份數。第一業主應將此等不分割份數免費或無償地轉讓予管理人，由其以信託方式代表全體業主持管。

第16(b)條規定：

每名業主應按其單位（為免存疑，包括公共停車場業主）的每份不分割份數攤付以上第15(a)條所載已採納年度預算案第一部分評定總額的指定比例，計算程式的分子為一，分母為發展項目不分割份數總額（不包括公用地方及設施之不分割份數）

第19(a)條規定：

管理人應以信託方式代表全體業主（為免存疑，包括公共停車場業主）設立、維持及備妥一項特別基金，以按照《建築物管理條例》（第344章）附表7第4段所載用於支付資本開支或並非預期每年招致的開支，其中包括但不限於翻新、改善及修理發展項目公用地方及設施的開支，以及購置、設置、更換、改善及增設發展項目公用地方及設施之內的裝置、系統、設備、工具、機器及機械的開支，以及相關調查工程和專業服務費用及管理處的開辦費用。本基金將不予退還亦不可以轉戶。

第20(c)條規定：

每名乃其住宅單位首任受讓人的業主，應在佔管其單位之前，向管理人繳付不予退還亦不可以轉戶的廢料清理費，金額由管理人合理地釐定，但不可超過其發展項目部分的應付首年預算管理開支十二分之一，用於支付清理其單位裝修工程所產生廢料的費用。第一業主須就所有已落成但於(i)本契約訂立日或(ii)第一業主可有效轉讓相關單位之不分割份數（即已簽發有關期數的轉讓同意書或發出合格證明書）當日（二者取其較遲）後三(3)個月尚未售出的單位繳付廢料清理費。廢料清理費如並未用作上述清理廢料的餘額，一律撥入特別基金，歸屬住宅樓宇業主所有。為免存疑，商業單位及公共停車場業主應自行安排清理在商業單位及公共停車場進行裝修工程所產生的廢料，而毋須向管理人繳付商業單位或公共停車場的裝修廢料清理費。管理人毋須負責清理在商業單位或公共停車場進行裝修工程所產生的廢料。

第49條規定：

管理人必須盡快在本契約生效日後九(9)個月內召開業主會議（以及按需要再召開其他及嗣後會議）以組成業主委員會和委任業主委員會主席，或委任管理委員會以根據《建築物管理條例》（第344章）組成業主立案法團。業主委員會的委員人數為不少於七(7)名而不多於九(9)名，又或業主不時在會議中議決釐定的人數，當中：

...

(iv) 商業單位及公共停車場業主選出不超過一(1)名委員作為彼等於業主委員會的代表

...

附表2第1條規定：

每個單位的業主均享有以下權利和特權之利益，但仍須遵從批地文件、本契約、屋苑規則之條文規定和本契約訂明的管理人權利，而業主須按比例攤付管理基金及特別基金供款和本契約訂明應付的任何其他款項：

...

(ii) 每名現任公共停車場業主、其租戶、傭工、代理、合法佔用人及受許可人擁有全權和自由權（時刻均須遵從本文訂明管理人及第一業主擁有之權利）（與所有其他具有同等權利之人等共享）通行、進出、往返和使用發展項目公用地方及設施或享有該處的利益，以作完善使用及享用公共停車場之所有用途；

...

附表3第9(a)(i)條規定：

商業單位或公共停車場任何部分的使用不得違反批地文件內的規定。

附表3第11條規定：

遵從本文訂明第一業主享有之權利，如事先未獲管理人書面同意，任何業主均不得在屬於其住宅單位的天台、平台或花園或停車位或任何其他部分搭建、擺放或達致或允許他人搭建、擺放任何廣告牌或其他構築物。管理人有權進入拆除有關住宅單位天台、平台或花園或停車位或其任何部分出現違反本條規定而建於或擺放於該處的物件，費用則由搭建或擺放物件的業主承擔。為免存疑，商業單位、公共停車場或其任何部分的業主有權（事先須徵取管理人書面同意，而管理人同意時可酌情制訂其視為恰當的條件）在其以專有權擁有的商業單位或公共停車場部分搭建、擺放或達致或允許他人搭建、擺放任何廣告牌或其他構築物。

附表3第18條規定：

遵從本文訂明第一業主享有之各項權利，業主不得搭建、安裝或以其他方式裝設或允許或准許他人搭建、安裝或以其他方式裝設位於其單位或發展項目任何部分的外表面或從該處突出或向外伸延的外置招牌、牌板、告示、廣告、旗幟、橫額、柱、籠、簷篷或其他外突物件或構築物，惟商業單位、公共停車場或其任何部分的業主如事先獲管理人書面同意（管理人同意時可酌情為恰當附加任何條件），可在商業單位或公共停車場外部表面搭建、安裝或以其他方式裝設任何外置招牌、牌板、告示、廣告、旗幟、橫額、柱、籠、簷篷或其他外突物件或構築物。

附表3第19條規定：

業主概不可在住宅單位、商業單位或公共停車場或其任何部分外（特別提供作此用途的範圍除外）或公用地方及設施曬晾衣物或已洗衣物。

附表3第27條規定：

遵從本契約訂明第一業主及商業單位及公共停車場業主可享有之權利，業主（第一業主除外）如事先未獲管理人書面同意，不得塗髹發展項目外部，包括其擁有的發展項目任何部分，又或作出或允許他人作出任何行為或事宜，以致更改發展項目（包括其擁有部分）的內牆或外貌。為確保住宅洋房的外貌和設計保持一致，如事先未獲管理人書面同意，不得在任何住宅洋房的花園興建任何加建物、改善工程、固定物、配件、裝置或裝飾物（包括更換其他類型、顏色或設計的物料及飾面），此外如事先未獲管理人書面批准，亦不可在附屬於任何單位的外牆進行工程，如獲准進行則須由管理人批准的承辦商施工。

(3) 公眾有權按照批地文件使用上述之設施或休憩用地（如有）。

### B. 批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施

1. 請參閱上述A1及A2段。

2. 上述A1及A2段所述之設施或休憩用地（如有）按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持，及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地（如有）的部分開支。

### C. 批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小

不適用。

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

不適用。

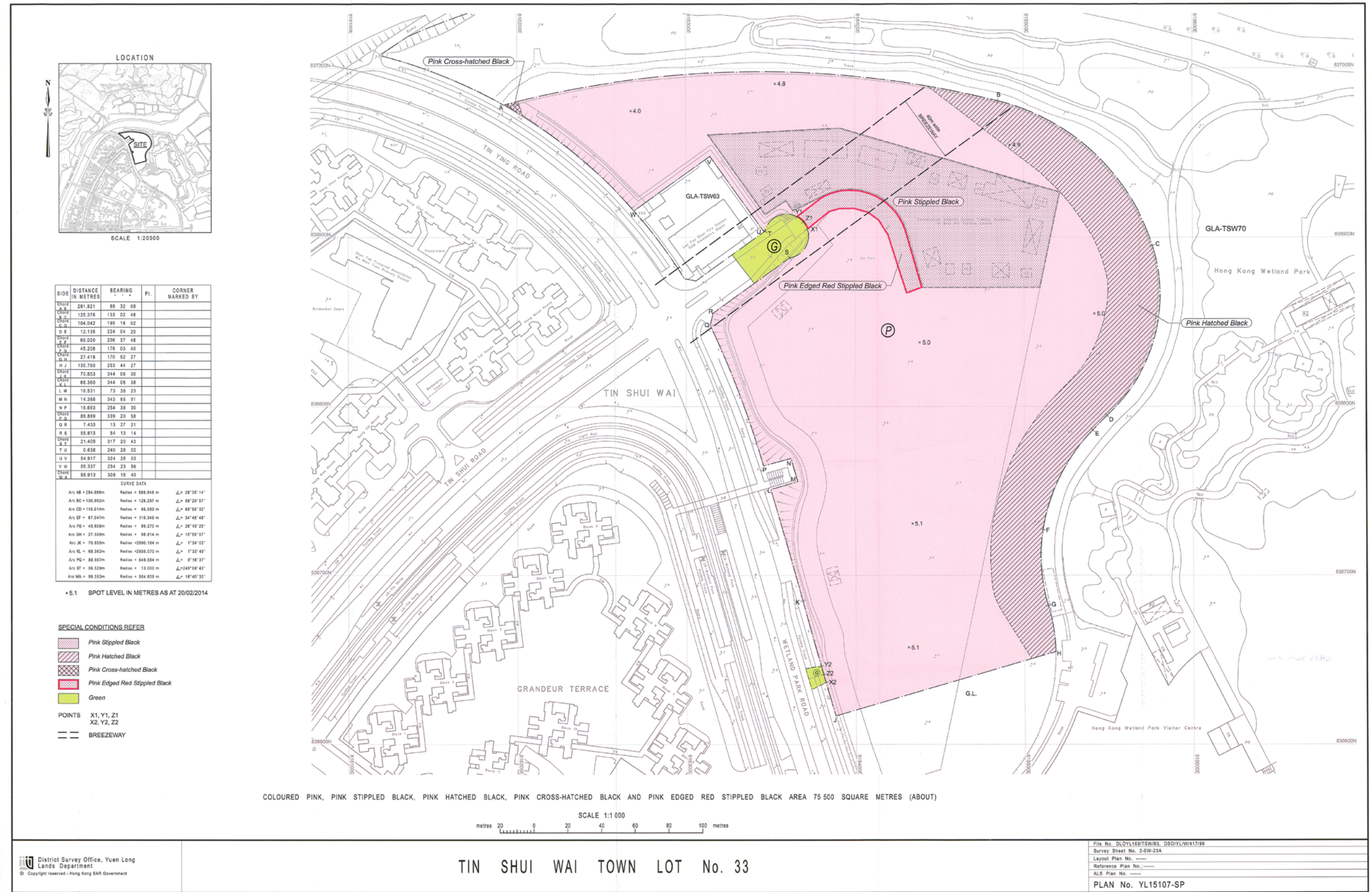
備註：

1. 除非另有指明，批地文件所載的「署長」指「地政總署長」。
2. 除非另有指明，公契所載的「賣地條件」指「批地文件」。
3. 本節所載的「承授人」指批地文件訂明的「買方」，如上下文意允許或規定則包括其遺產執行人、遺產管理人及受讓人；如屬公司則包括其繼承人及受讓人。



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

批地文件的附圖



圖例

- 粉紅色綴黑點
- 粉紅色間黑斜線
- 粉紅色十字斜影黑線
- 粉紅色界線紅交叉線加黑點
- 綠色



## WARNING TO PURCHASERS 對買方的警告

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