



Starfront *Royale*  
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售樓說明書 SALES BROCHURE



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# 一手住宅物業買家須知

## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

您在購置一手住宅物業之前，應留意下列事項：

### 適用於所有一手住宅物業

#### 1. 重要資訊

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

#### 2. 費用、按揭貸款和樓價

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

#### 3. 價單、支付條款，以及其他財務優惠

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

#### 4. 物業的面積及四周環境

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

- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部 and 內部尺寸<sup>2</sup>。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境（包括交通和社區設施）；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

#### 5. 售樓說明書

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

#### 6. 政府批地文件和公契

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

#### 7. 售樓處內有關可供揀選住宅物業的資料

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

# 一手住宅物業買家須知

## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

### 8. 成交紀錄冊

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

### 9. 買賣合約

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

### 10. 表達購樓意向

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

### 11. 委託地產代理

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

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

### 12. 委聘律師

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

### 適用於一手未落成住宅物業

#### 13. 預售樓花同意書

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

#### 14. 示範單位

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

### 適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

#### 15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期<sup>3</sup>。
  - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。
- 收樓日期
  - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意(視屬何種情況而定)。

# 一手住宅物業買家須知

## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

- 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
- 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
- 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
  - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
    - 工人罷工或封閉工地；
    - 暴動或內亂；
    - 不可抗力或天災；
    - 火警或其他賣方所不能控制的意外；
    - 戰爭；或
    - 惡劣天氣。
  - 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
  - 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

### 適用於一手已落成住宅物業

#### 16. 賣方資料表格

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

#### 17. 參觀物業

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

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

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

#### 其他相關聯絡資料：

##### 消費者委員會

網址	:	www.consumer.org.hk
電話	:	2929 2222
電郵	:	cc@consumer.org.hk
傳真	:	2856 3611

##### 地產代理監管局

網址	:	www.eaa.org.hk
電話	:	2111 2777
電郵	:	enquiry@eaa.org.hk
傳真	:	2598 9596

##### 香港地產建設商會

電話	:	2826 0111
傳真	:	2845 2521

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

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

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

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

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

# 一手住宅物業買家須知

## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

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

### For all first-hand residential properties

#### 1. Important information

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

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

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

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

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

#### 4. Property area and its surroundings

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

- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property<sup>2</sup>. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

#### 5. Sales brochure

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

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

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

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

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

### 8. Register of Transactions

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

### 9. Agreement for sale and purchase

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

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

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

### 11. Appointment of estate agent

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

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

### 12. Appointment of solicitor

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

### For first-hand uncompleted residential properties

#### 13. Pre-sale Consent

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

#### 14. Show flats

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

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

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

- Check the estimated material date<sup>3</sup> for the development in the sales brochure.
  - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.
- Handing over date
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.



# 一手住宅物業買家須知

## NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

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

### For first-hand completed residential properties

#### 16. Vendor's information form

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

#### 17. Viewing of property

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

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

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

Other useful contacts :

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

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

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

- <sup>1</sup> The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.
- <sup>2</sup> According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following -
  - (i) the external dimensions of each residential property;
  - (ii) the internal dimensions of each residential property;
  - (iii) the thickness of the internal partitions of each residential property;
  - (iv) the external dimensions of individual compartments in each residential property.According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2) (d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.
- <sup>3</sup> Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

# 1. 期數的資料

## INFORMATION ON THE PHASE

### 發展項目的期數名稱

帝御的第2期（「期數」）稱為「帝御·星濤」

### 街道名稱及門牌號數

青山公路 — 青山灣段8號\*

\*此臨時門牌號數有待期數建成時確認。

### 每幢多單位建築物的樓層總數

第1座 – 16層

第2座 – 18層

以上樓層總數不包括地庫、天台、高層天台及頂層天台。

### 期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

第1座：1樓至3樓、5樓至12樓、15樓至19樓

第2座：地下、高層地下、1樓至3樓、5樓至12樓、15樓至19樓

### 每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

不設4樓、13樓及14樓

### 每幢多單位建築物內的庇護層（如有的話）

不適用

### 本期數屬未落成發展項目

- (a) 由期數的認可人士提供的期數的預計關鍵日期為2022年4月30日。
- (b) 預計關鍵日期是受到買賣合約所允許的任何延期所規限的。
- (c) 為買賣合約的目的（凡根據批地文件，進行該項買賣，需獲地政總署署長同意），在不局限任何其他可用以證明該期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為該期數已落成或當作已落成（視屬何情況而定）的確證。

### Name of the Phase of the Development

Phase 2 ("the Phase") of The Royale is called "Starfront Royale"

### Name of the street and the street number

8 Castle Peak Road — Castle Peak Bay\*

\*The provisional street number is subject to confirmation when the Phase is completed.

### Total number of storeys of each multi-unit building

Tower 1 – 16 storeys

Tower 2 – 18 storeys

The above numbers of storeys do not include basement floor, roof floor, upper roof and top roof.

### Floor numbering in each multi-unit building as provided in the approved building plans for the Phase

Tower 1: 1/F to 3/F, 5/F to 12/F, 15/F to 19/F

Tower 2: G/F, UG/F, 1/F to 3/F, 5/F to 12/F, 15/F to 19/F

### Omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order

4/F, 13/F and 14/F are omitted

### Refuge floor (if any) of each multi-unit building

Not applicable

### This Phase is an uncompleted development:

- (a) The estimated material date for the Phase, as provided by the Authorized Person for the Phase is 30 April 2022.
- (b) The estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.
- (c) For the purpose of the Agreement for Sale and Purchase, under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

## 2. 賣方及有參與期數的其他人的資料

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

#### 賣方

順成企業有限公司 (亦為擁有人及其控權公司為Charmondy Investment Limited)

#### 期數的認可人士

王董建築師事務有限公司的袁灼堯先生  
(袁灼堯先生為王董建築師事務有限公司的董事總經理)

#### 期數的承建商

精進建築工程有限公司

#### 就期數中的住宅物業的出售而代表擁有人行事的律師事務所

羅文錦律師樓  
姚黎李律師行

#### 已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構

恒生銀行有限公司  
香港上海滙豐銀行有限公司  
東亞銀行有限公司

#### 已為期數的建造提供貸款的任何其他人

不適用

#### Vendor

Win Standard Enterprises Limited (also as the owner and whose holding company is Charmondy Investment Limited)

#### Authorized Person for the Phase

Mr. Yuen Cheuk Yiu of Wong Tung & Partners Limited  
(Mr. Yuen Cheuk Yiu is a Managing Director of Wong Tung & Partners Limited)

#### Building contractor for the Phase

Aggressive Construction Engineering Limited

#### The firms of solicitors acting for the Owner in relation to the sale of the residential properties in the Phase

Lo & Lo  
lu, Lai & Li

#### Authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Phase

Hang Seng Bank Limited  
The Hongkong and Shanghai Banking Corporation Limited  
The Bank Of East Asia, Limited

#### Any other person who has made a loan for the construction of the Phase

Not Applicable

### 3. 有參與期數的各方的關係 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE

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

### 3. 有參與期數的各方的關係 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE

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

## 4. 期數的設計的資料 INFORMATION ON DESIGN OF THE PHASE

期數將會有構成圍封牆的一部分的非結構的預製外牆，每幢建築物的非結構的預製外牆的厚度為150毫米。  
There will be non-structural prefabricated external walls forming part of the enclosing walls of the Phase.  
The thickness of the non-structural prefabricated external walls of each building is 150mm.

期數將會有構成圍封牆的一部分的幕牆，每幢建築物的幕牆的厚度範圍為200毫米。  
There will be curtain walls forming part of the enclosing walls of the Phase.  
The thickness of the curtain walls of each building is 200mm.

每個住宅物業的非結構的預製外牆及幕牆的總面積表

Schedule of Total Area of the Non-Structural Prefabricated External Walls and Curtain Walls of each Residential Property

座數 Tower	樓層 Floor	單位 Flat	每個住宅物業的非結構 的預製外牆的總面積 (平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆 的總面積 (平方米) Total area of curtain walls of each residential property (sq.m.)
第1座 Tower 1	1樓 1/F	02	0.774	1.625
		03	-	0.400
		05	-	0.710
		06	-	0.710
		07	-	0.710
		08	-	0.710
		09	0.204	1.540
		15	-	1.340
		16	-	0.360
		17	-	0.380
		18	-	0.380
		19	-	0.385
		20	-	0.320

座數 Tower	樓層 Floor	單位 Flat	每個住宅物業的非結構 的預製外牆的總面積 (平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆 的總面積 (平方米) Total area of curtain walls of each residential property (sq.m.)
第1座 Tower 1	2樓 2/F	02	0.774	1.625
		03	-	0.400
		05	-	0.710
		06	-	0.710
		07	-	0.710
		08	-	0.710
		09	0.204	1.540
		10	0.150	1.340
		11	-	0.370
		12	-	0.370
		15	0.150	1.340
		16	-	0.360
		17	-	0.380
18	-	0.380		
19	-	0.385		
20	-	0.320		

## 4. 期數的設計的資料

### INFORMATION ON DESIGN OF THE PHASE

座數 Tower	樓層 Floor	單位 Flat	每個住宅物業的非結構 的預製外牆的總面積 (平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆 的總面積 (平方米) Total area of curtain walls of each residential property (sq.m.)
第1座 Tower 1	3樓 3/F	01	0.982	2.360
		02	0.774	1.625
		03	-	0.400
		05	-	0.710
		06	-	0.710
		07	-	0.710
		08	-	0.710
		09	0.204	1.540
		10	0.150	1.340
		11	-	0.370
		12	-	0.370
		15	0.150	1.340
		16	-	0.360
		17	-	0.380
18	-	0.380		
19	-	0.385		
20	-	0.320		
21	0.372	1.225		
22	0.221	1.375		

座數 Tower	樓層 Floor	單位 Flat	每個住宅物業的非結構 的預製外牆的總面積 (平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆 的總面積 (平方米) Total area of curtain walls of each residential property (sq.m.)
第1座 Tower 1	5樓-12樓及 15樓-18樓 5/F-12/F & 15/F-18/F	01	0.982	2.360
		02	0.774	1.625
		03	-	0.400
		05	-	0.710
		06	-	0.710
		07	-	0.710
		08	-	0.710
		09	0.204	1.540
		10	0.150	1.340
		11	-	0.370
		12	-	0.370
		15	0.150	1.340
		16	-	0.360
		17	-	0.380
18	-	0.380		
19	-	0.385		
20	-	0.320		
21	0.371	1.225		
22	0.221	1.375		

## 4. 期數的設計的資料

### INFORMATION ON DESIGN OF THE PHASE

座數 Tower	樓層 Floor	單位 Flat	每個住宅物業的非結構 的預製外牆的總面積 (平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆 的總面積 (平方米) Total area of curtain walls of each residential property (sq.m.)
第1座 Tower 1	19樓 19/F	01	0.521	2.416
		05	-	0.710
		06	-	0.710
		07	-	0.710
		08	-	0.710
		09	0.204	1.540
		10	0.150	1.340
		11	-	0.370
		12	-	0.370
		15	0.150	1.340
		16	-	0.360
		17	-	0.380
		18	-	0.380
		19	-	0.385
		20	-	0.320
		21	0.372	1.225
		22	0.221	1.375

座數 Tower	樓層 Floor	單位 Flat	每個住宅物業的非結構 的預製外牆的總面積 (平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆 的總面積 (平方米) Total area of curtain walls of each residential property (sq.m.)	
第2座 Tower 2	地下 G/F	02	0.150	0.900	
		03	-	0.360	
		05	-	1.115	
		06	-	1.155	
		07	-	0.690	
		08	-	0.710	
		09	-	0.710	
		10	-	0.722	
		高層地下 UG/F	01	0.968	1.340
			02	0.150	0.900
	03		-	0.360	
	05		-	1.115	
	06		-	1.155	
	07		-	0.690	
	08		-	0.710	
	09		-	0.710	
	10		-	0.723	
	16		-	0.710	
	17		-	0.710	
	18		-	0.710	
	19	-	0.710		
	21	-	0.640		
22	-	0.698			



## 4. 期數的設計的資料

### INFORMATION ON DESIGN OF THE PHASE

座數 Tower	樓層 Floor	單位 Flat	每個住宅物業的非結構 的預製外牆的總面積 (平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆 的總面積 (平方米) Total area of curtain walls of each residential property (sq.m.)
第2座 Tower 2	1樓 1/F	01	0.968	1.340
		02	0.150	0.900
		03	-	0.360
		05	-	1.115
		06	-	1.155
		07	-	0.945
		08	-	0.710
		09	-	0.710
		10	-	0.710
		11	-	0.695
		12	0.506	0.590
		16	-	0.710
		17	-	0.710
		18	-	0.710
		19	-	0.710
21	-	0.640		
22	-	0.698		

座數 Tower	樓層 Floor	單位 Flat	每個住宅物業的非結構 的預製外牆的總面積 (平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆 的總面積 (平方米) Total area of curtain walls of each residential property (sq.m.)
第2座 Tower 2	2樓-3樓、 5樓-12樓及 15樓-18樓 2/F-3/F, 5/F-12/F & 15/F-18/F	01	0.968	1.340
		02	0.150	0.900
		03	-	0.360
		05	-	1.115
		06	-	1.155
		07	-	0.690
		08	-	0.710
		09	-	0.710
		10	-	0.710
		11	-	0.695
		12	0.506	0.590
		15	0.885	1.340
		16	-	0.710
		17	-	0.710
		18	-	0.710
19	-	0.710		
20	-	0.710		
21	-	0.660		
22	-	0.698		

## 4. 期數的設計的資料

### INFORMATION ON DESIGN OF THE PHASE

座數 Tower	樓層 Floor	單位 Flat	每個住宅物業的非結構 的預製外牆的總面積 (平方米) Total area of the non-structural prefabricated external walls of each residential property (sq.m.)	每個住宅物業的幕牆 的總面積 (平方米) Total area of curtain walls of each residential property (sq.m.)
第2座 Tower 2	19樓 19/F	01	-	3.378
		06	-	1.155
		07	-	0.690
		08	-	0.710
		09	-	0.710
		10	-	0.710
		11	-	0.695
		12	0.506	0.590
		15	0.885	1.340
		16	-	0.710
		17	-	0.710
		18	-	0.710
		19	-	0.710
		20	-	0.710
21	-	0.660		

備註：不設4樓、13樓及14樓。  
Note: 4/F, 13/F and 14/F are omitted.

## 5. 物業管理的資料

### INFORMATION ON PROPERTY MANAGEMENT

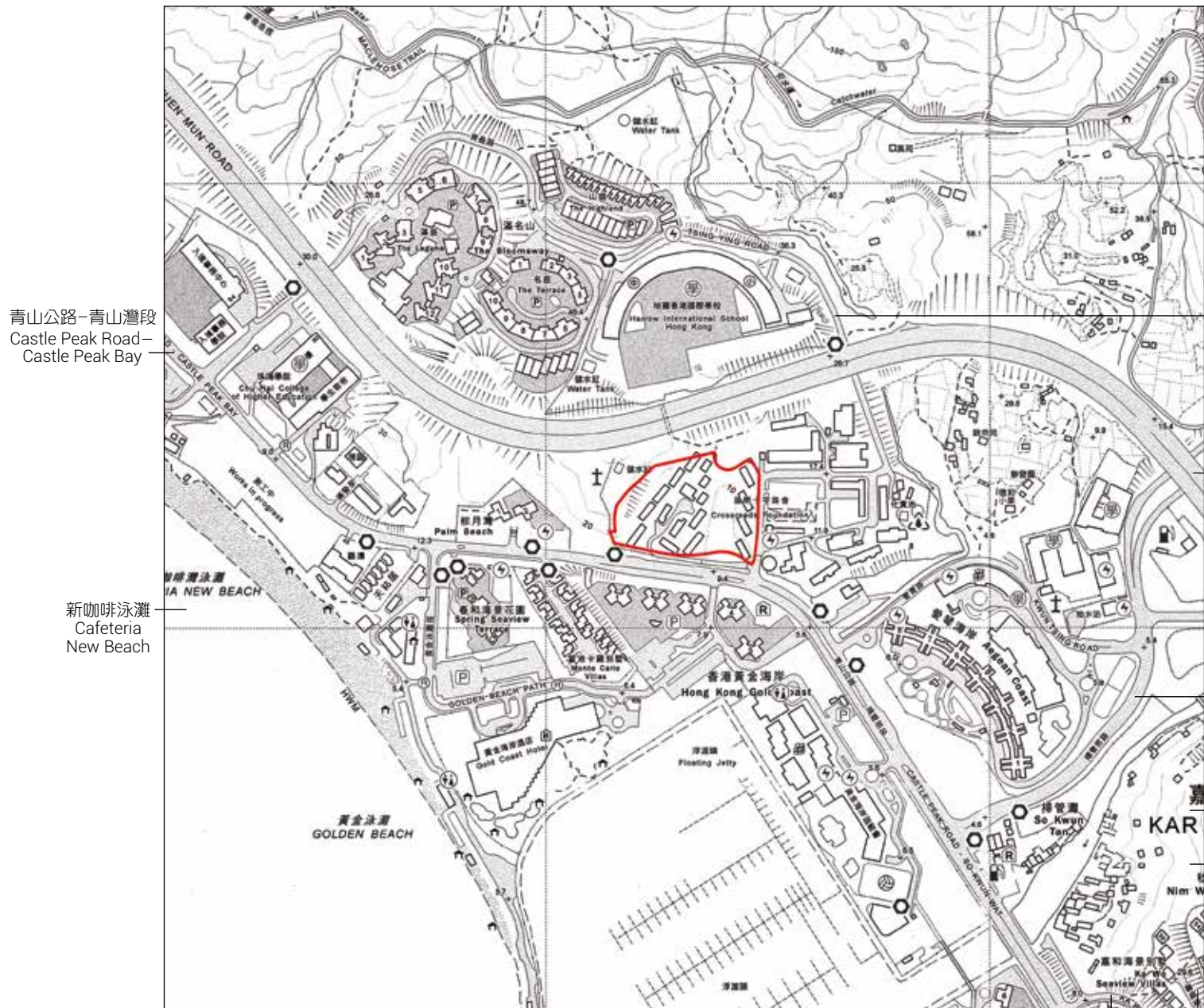
#### 管理人

根據發展項目的公契的最新擬稿，偉邦物業管理有限公司將獲委任為期數的管理人。

#### Manager

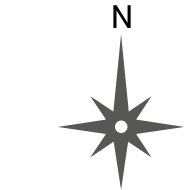
Well Born Real Estate Management Limited will be appointed as the Manager of the Phase under the latest draft Deed of Mutual Covenant in respect of the development.

# 6. 發展項目的所在位置圖 LOCATION PLAN OF THE DEVELOPMENT



青山公路-青山灣段  
Castle Peak Road -  
Castle Peak Bay

新咖啡泳灘  
Cafeteria  
New Beach



### 圖例 NOTATION

-  發電廠 (包括電力分站)  
Power plant (including electricity sub-stations)
-  油站  
Petrol filling station
-  污水處理廠及設施  
Sewage treatment works and facilities
-  墳場  
Cemetery
-  公眾停車場 (包括貨車停泊處)  
Public carpark (including lorry park)
-  公廁  
Public convenience
-  公用事業設施裝置  
Public utility installation
-  宗教場所 (包括教堂、廟宇及祠堂)  
Religious institution (including church, temple and Tsz Tong)
-  學校 (包括幼稚園)  
School (including kindergarten)
-  體育設施 (包括運動場及游泳池)  
(including sports ground and swimming pool)
-  發展項目的位置  
Location of the development

青盈路

屯門公路  
Tuen Mun Road

So Kwun Wat Road

嘉和里  
Kar Wo Lei

稔灣  
Nim Wan

嘉和里山路  
Ka Wo Li Hill Road

嘉福里  
Ka Fuk Lane



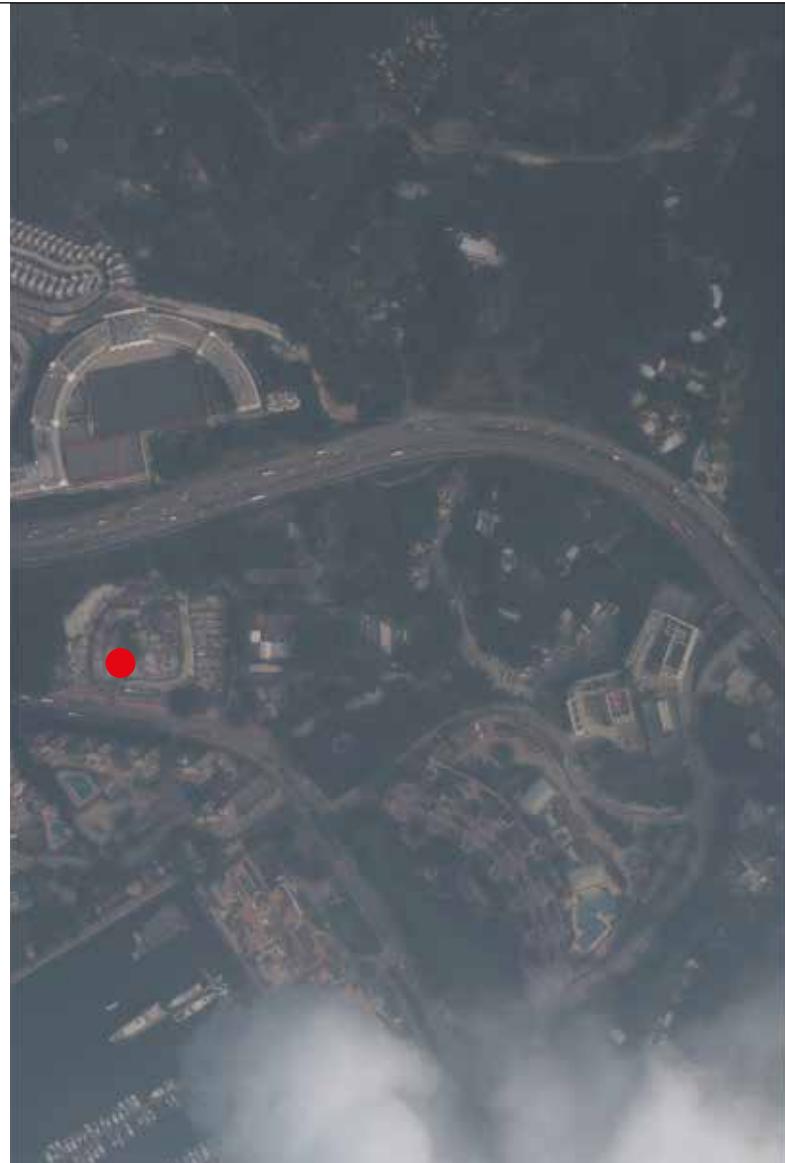
此所在位置圖摘錄自地政總署測繪處地圖組別HP5C，編號6-SW-C，複印後並經修正處理。  
This location plan is adopted from part of the scale map from Survey and Mapping Office of Lands Department with Series HP5C, Sheet Number 6-SW-C. Adjustments is made where necessary.

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備註：因技術性問題，此所在位置圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。  
Note: Due to technical reasons, this location plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

## 7. 期數的鳥瞰照片 AERIAL PHOTOGRAPH OF THE PHASE

鳥瞰照片並不覆蓋本空白範圍  
This blank area falls outside the  
coverage of the aerial photograph



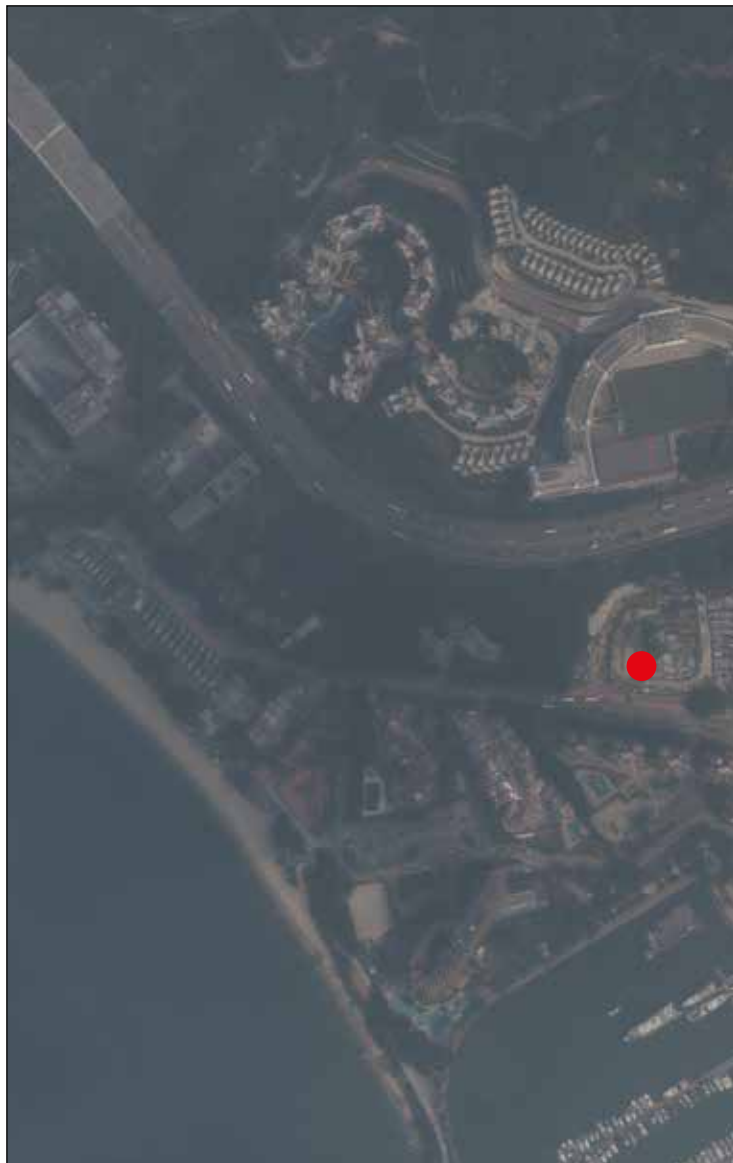
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Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands  
Department at a flying height of 6,900 feet, Photo No. E065392C, dated 27th September 2019.

備註：因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。  
Note: Due to technical reasons, this aerial photograph has shown more than the area required under the  
Residential Properties (First-hand Sales) Ordinance.

● 期數的位置  
Location of the Phase

## 7. 期數的鳥瞰照片 AERIAL PHOTOGRAPH OF THE PHASE



鳥瞰照片並不覆蓋本空白範圍  
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coverage of the aerial photograph

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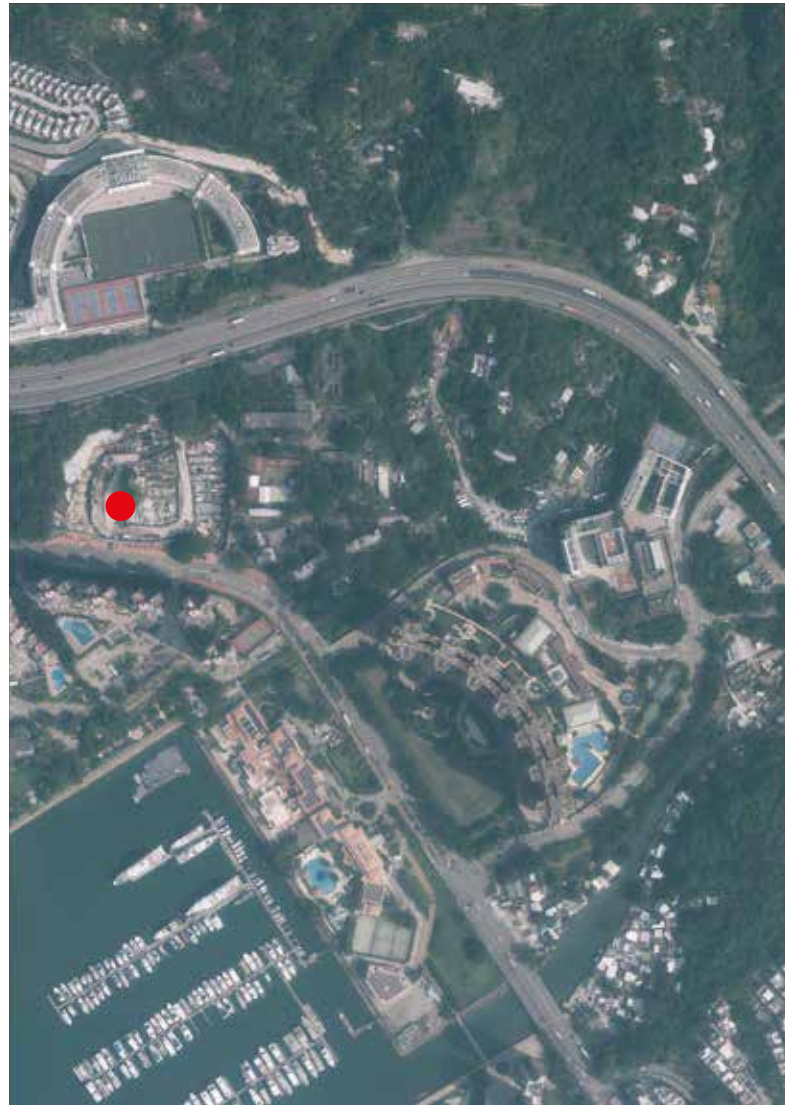
摘錄自地政總署測繪處於2019年9月27日在6,900呎飛行高度拍攝之鳥瞰照片，編號為E065395C。  
Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands  
Department at a flying height of 6,900 feet, Photo No. E065395C, dated 27th September 2019.

備註：因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。  
Note: Due to technical reasons, this aerial photograph has shown more than the area required under the  
Residential Properties (First-hand Sales) Ordinance.

● 期數的位置  
Location of the Phase

## 7. 期數的鳥瞰照片 AERIAL PHOTOGRAPH OF THE PHASE

鳥瞰照片並不覆蓋本空白範圍  
This blank area falls outside the  
coverage of the aerial photograph



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Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands  
Department at a flying height of 6,900 feet, Photo No. E068191C, dated 1st October 2019.

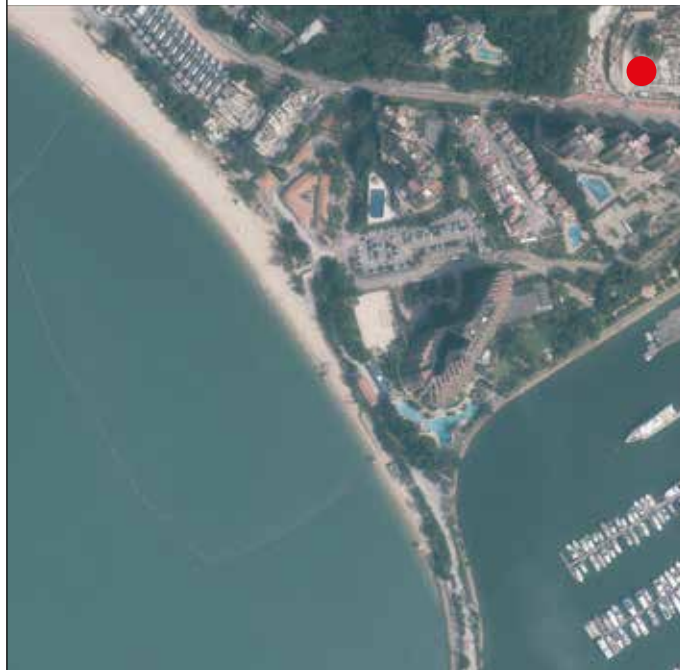
備註：因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。  
Note: Due to technical reasons, this aerial photograph has shown more than the area required under the  
Residential Properties (First-hand Sales) Ordinance.

● 期數的位置  
Location of the Phase

## 7. 期數的鳥瞰照片 AERIAL PHOTOGRAPH OF THE PHASE

鳥瞰照片並不覆蓋本空白範圍

This blank area falls outside the coverage of the aerial photograph



香港特別行政區政府地政總署測繪處 © 版權所有，未經許可，不得複製。

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摘錄自地政總署測繪處於2019年10月1日在6,900呎飛行高度拍攝之鳥瞰照片，編號為E068604C。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, Photo No. E068604C, dated 1st October 2019.

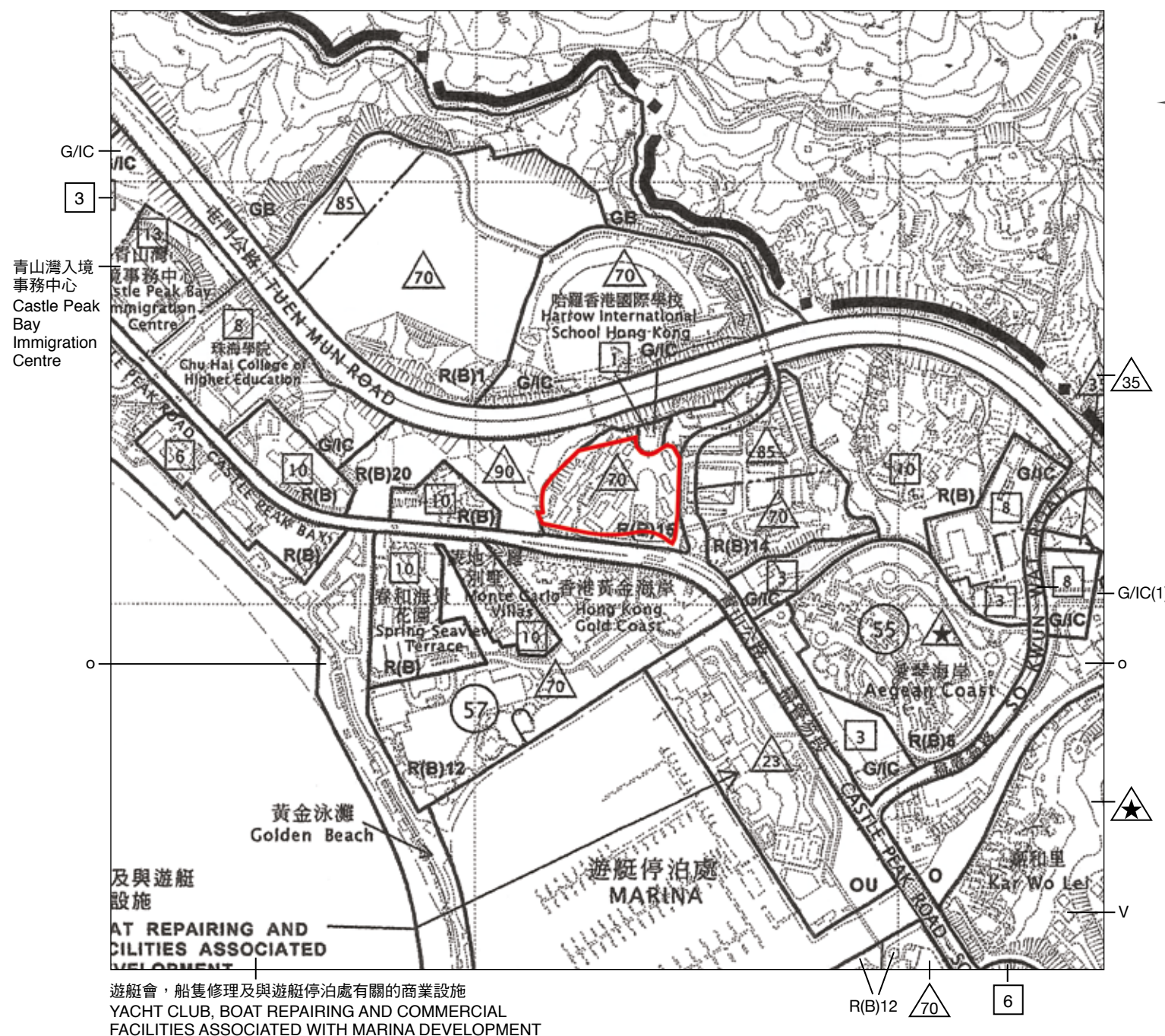
備註：因技術性問題，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。

Note: Due to technical reasons, this aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

● 期數的位置  
Location of the Phase



# 8. 關乎發展項目的分區計劃大綱圖等 OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



摘錄自2018年12月21日刊憲之屯門分區計劃大綱核准圖，圖則編號為S/TM/35。  
Adopted from the approved Tuen Mun Outline Zoning Plan, Plan No. S/TM/35, gazetted on 21st December 2018.

備註：因技術性問題，此分區計劃大綱核准圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。

Note: Due to technical reasons, this approved outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

# 9. 發展項目的布局圖 LAYOUT PLAN OF THE DEVELOPMENT

圖例 Legend:

- 發展項目的第1期  
Phase 1 of the Development
- 發展項目的第2期  
Phase 2 of the Development
- 發展項目的第3期  
Phase 3 of the Development
- 發展項目的界線  
Boundary of the Development

比例 Scale 0 1 2 3 4 5 10米/M

由發展項目第1, 2及3期的認可人士提供的位於發展項目第1, 2及3期內的建築物及設施的預計落成日期為2022年4月30日。  
The estimated date of completion of the buildings and facilities within Phase 1, 2 & 3 of the Development as provided by the Authorized Person for Phase 1, 2 & 3 of the Development is 30 April 2022.



# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

在本頁上之備註和圖例適用於全部的「期數的住宅物業的樓面平面圖」頁數。

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

### 樓面平面圖圖例

#### Legends of the Floor Plans

A. BAL	=	減音露台 Acoustic Balcony
A. BI-FOLD DOOR	=	隔聲折疊門 Acoustic Bi-fold Door
A.D.	=	通風槽 Air Duct
A.F.	=	建築裝飾 Architectural Feature
A/C PLANT AREA	=	冷氣機位置 Air-conditioner Plant Area
A/C PLATFORM	=	冷氣機平台 Air-conditioner Platform
A/C PLATFORM ABOVE	=	上層冷氣機平台位置 Air-conditioning Platform Above
A.W.	=	減音窗 Acoustic Window
BAL	=	露台 Balcony
BAL ABOVE	=	上層露台位置 Balcony Above
BATH	=	浴室 Bathroom
BATH 1	=	浴室 1 Bathroom 1
BATH 2	=	浴室 2 Bathroom 2
BATH 3	=	浴室 3 Bathroom 3
BR 2	=	睡房 2 Bedroom 2
BR 3	=	睡房 3 Bedroom 3
BR 4	=	睡房 4 Bedroom 4
COVER OF BAL BELOW	=	下層露台頂 Cover of Balcony Below
DIN	=	飯廳 Dining Room
DN	=	下 Down
EL DUCT	=	電力槽 Electrical Duct
E.M.C.	=	電錶櫃 Electric Meter Cabinet
E.M.R.	=	電錶房 Electric Meter Room
H.R.	=	消防喉轆 Hose Reel
KIT	=	廚房 Kitchen
LAV	=	洗手間 Lavatory
LIV	=	客廳 Living Room
LIV/DIN	=	客廳/飯廳 Living Room / Dining Room
MBR	=	主人睡房 Master Bedroom
M&E	=	機電 Mechanical and Electrical
M.U.P.	=	維修工作平台 Maintenance Utility Platform
M.W.	=	維修窗戶 Maintenance Window
OPEN KIT	=	開放式廚房 Open Kitchen
P.D.	=	管道槽 Pipe Duct
RC STRUCTURE	=	混凝土結構 Reinforced Concrete Structure
R.S.M.R.R.	=	垃圾及物料回收室 Refuse Storage and Material Recovery Room
STO	=	儲物室 Store Room
UG/F	=	高層地下 Upper Ground Floor
U.P.	=	工作平台 Utility Platform
UP	=	上 UP
W.M.C.	=	水錶櫃 Water Meter Cabinet
UPPER PART OF ELE ROOM	=	電力房高位 Upper Part of Electrical Room
UTILITY	=	工作間 Utility Room

#### 備註：

1. 部分住宅物業的露台、私人花園、私人平台、私人天台或外牆或設有外露之公用喉管，或外牆裝飾板內藏之公用喉管。
2. 部分住宅物業內之部分天花或有跌級樓板，用以安裝上層之機電設備或配合上層之結構、建築設計及/或裝修設計上的需要。
3. 部分住宅物業內或設有假陣或假天花用以安裝冷氣喉管及/或其他機電設備。
4. 樓面平面圖所列之數字為以毫米標示之建築結構尺寸。
5. 各住宅物業的樓面平面圖內所展示之裝置及設備的圖標如浴缸、洗面盆、座廁、淋浴間、洗滌盆、櫃(如有)等乃根據最新經批准的建築圖則擬備，其形狀、尺寸、比例或與實際提供的裝置及設備存在差異，僅供示意及參考之用。
6. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

#### Notes:

1. Common pipes exposed or enclosed in cladding may be located at the balcony, private garden, private flat roof, private roof or external wall of some residential properties.
2. There may be sunken slabs at some parts of the ceiling inside some residential properties for the installation of mechanical and electrical services of the floor above or due to the structural, architectural and/or decoration design requirements of the floor above.
3. There may be ceiling bulkheads or false ceiling inside some residential properties for the installation of air-conditioning conduits and/or other mechanical and electrical services.
4. The dimensions of the floor plans are all structural dimensions in millimeter.
5. Those icons of fittings and appliances shown on the floor plans of residential properties like bathtubs, wash basins, water closets, shower cubicles, sink units, cabinets (if any) etc. are prepared in accordance with the latest approved building plans. Their shapes, dimensions, scales may be differed from the fittings and appliances actually provided and they are for indication and reference only.
6. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

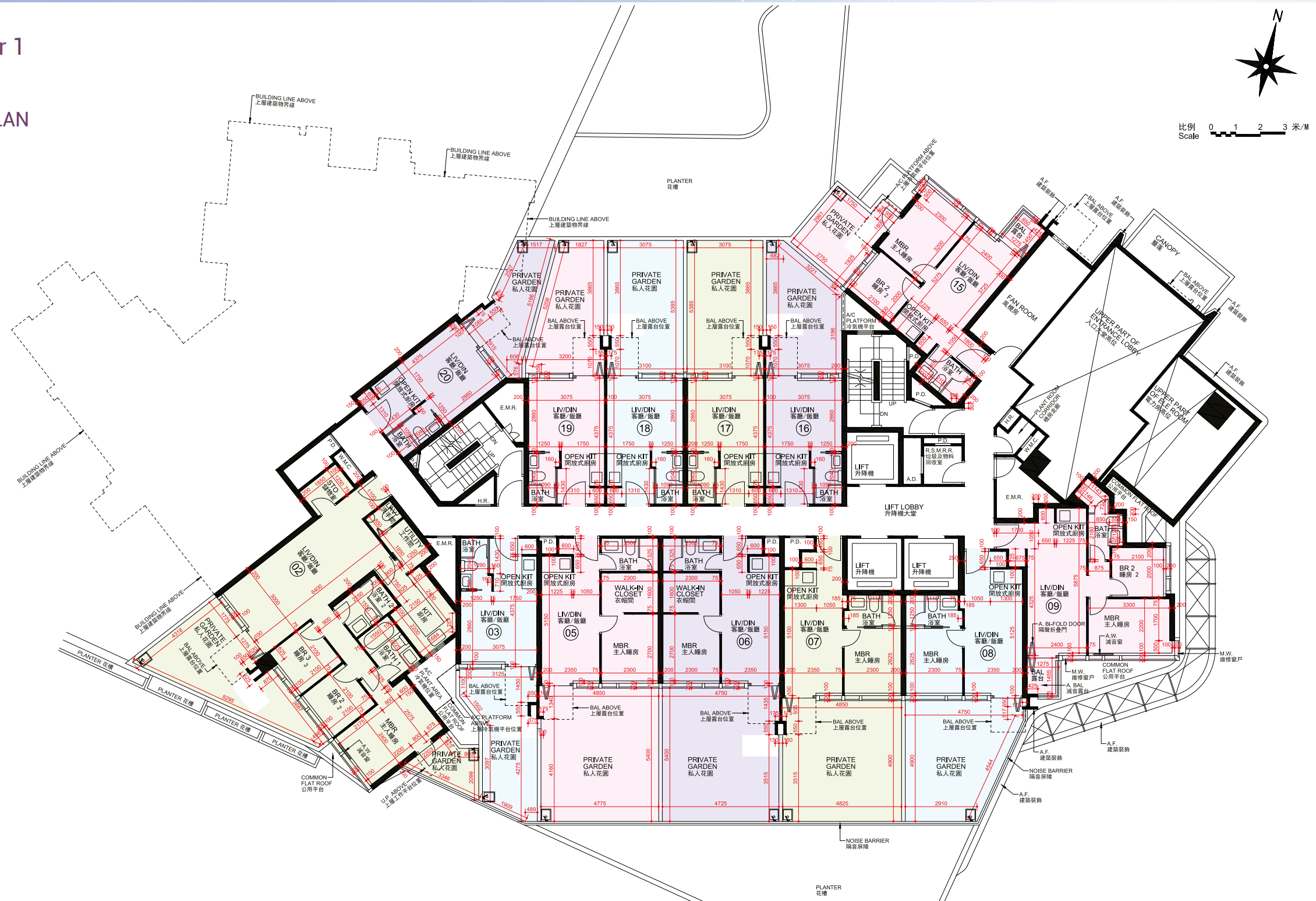
# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第1座 Tower 1

1樓平面圖

1/F FLOOR PLAN



# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第1座 Tower 1								
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat						
		02	03	05	06	07	08	09
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	1樓 1/F	3500	3500	3500	3500	3500	3500	3500
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		175	175	175	175	175	175	175
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat						
		15	16	17	18	19	20	
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	1樓 1/F	3500	3500	3500	3500	3500	3200, 3500	
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		175	175	175	175	175	175	

私人花園空白位置為供維修大廈設備使用的公用地方。

Blank areas on the private garden are common areas for building facility maintenance.

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第1座 Tower 1

2樓平面圖

2/F FLOOR PLAN

比例 0 1 2 3 米/M  
Scale



# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第1座 Tower 1									
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat							
		02	03	05	06	07	08	09	10
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	2樓 2/F	3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		175	175	175	175	175	175	175	175
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat							
		11	12	15	16	17	18	19	20
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	2樓 2/F	3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		175	175	175	175	175	175	175	175

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

### 第1座 Tower 1

3樓, 5樓-12樓及  
15樓-18樓平面圖  
3/F, 5/F-12/F &  
15/F-18/F  
FLOOR PLAN





# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第1座 Tower 1											
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		01	02	03	05	06	07	08	09	10	11
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	3樓 3/F	3300	3300	3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		175	175	175	175	175	175	175	175	175	175
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		12	15	16	17	18	19	20	21	22	
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	3樓 3/F	3300	3300	3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		175	175	175	175	175	175	175	175	175	175

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

備註：不設4樓、13樓及14樓。

Note: 4/F, 13/F and 14/F are omitted.

# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第1座 Tower 1											
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		01	02	03	05	06	07	08	09	10	11
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	5樓-12樓及 15樓-17樓 5/F-12/F & 15/F-17/F	3300	3300	3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		175	175	175	175	175	175	175	175	175	175
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		12	15	16	17	18	19	20	21	22	
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	5樓-12樓及 15樓-17樓 5/F-12/F & 15/F-17/F	3300	3300	3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		175	175	175	175	175	175	175	175	175	175

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

備註：不設4樓、13樓及14樓。

Note: 4/F, 13/F and 14/F are omitted.

# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第1座 Tower 1											
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		01	02	03	05	06	07	08	09	10	11
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	18樓 18/F	3200, 3225	3200, 3225	3475	3500	3500	3500	3500	3500	3500	3500
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150, 175	150, 175	150	175	175	175	175	175	175	175
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		12	15	16	17	18	19	20	21	22	
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	18樓 18/F	3500	3500	3500	3500	3500	3500	3500	3500	3500	3500
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		175	175	175	175	175	175	175	175	175	175

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

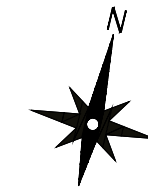
# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

### 第1座 Tower 1

### 19樓平面圖 19/F FLOOR PLAN

比例 0 1 2 3 米/M  
Scale



# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第1座 Tower 1										
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat								
		01	05	06	07	08	09	10	11	12
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	19樓 19/F	3500	3500	3500	3500	3500	3500	3500	3500	3500
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		200	200	200	200	200	200	200	200	200
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat								
		15	16	17	18	19	20	21	22	
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	19樓 19/F	3500	3500	3500	3500	3500	3500	3500	3500	3500
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		200	200	200	200	200	200	200	200	200

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

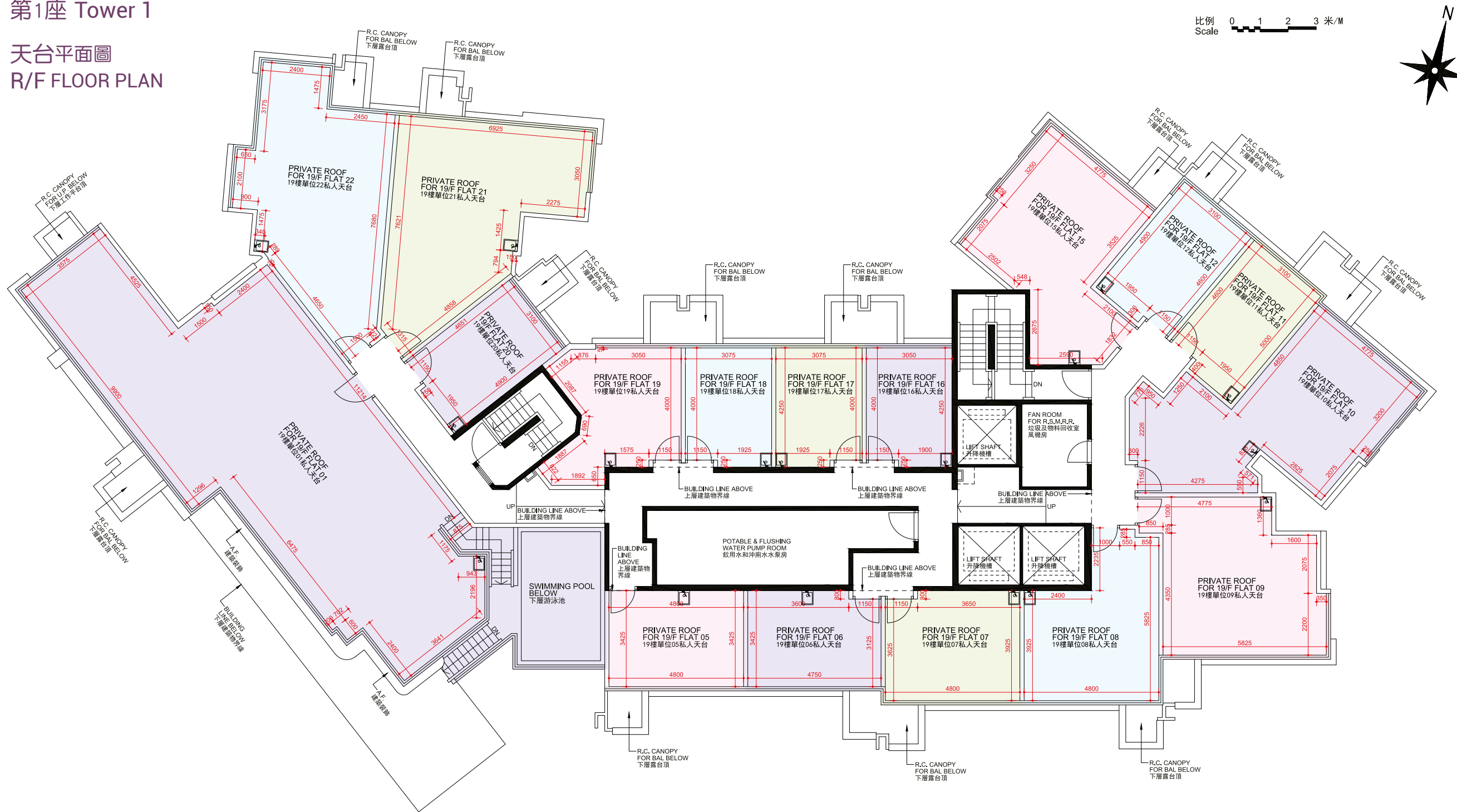
Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

### 第1座 Tower 1

### 天台平面圖 R/F FLOOR PLAN



# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第1座 Tower 1										
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat								
		01	05	06	07	08	09	10	11	12
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	天台 R/F	不適用 Not Applicable								
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		不適用 Not Applicable								
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat								
		15	16	17	18	19	20	21	22	
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	天台 R/F	不適用 Not Applicable								
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		不適用 Not Applicable								

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第2座 Tower 2

地下平面圖

G/F FLOOR PLAN





## 10. 期數的住宅物業的樓面平面圖

### FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第2座 Tower 2									
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat							
		02	03	05	06	07	08	09	10
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	地下 G/F	3500	3100, 3500	3100, 3500	3100, 3500	3500	3500	3500	3500
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		200	200	200	200	200	200	200	200

私人花園空白位置為供維修大廈設備使用的公用地方。

Blank areas on the private garden are common areas for building facility maintenance.

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties

# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第2座 Tower 2  
 高層地下平面圖  
 UG/F FLOOR PLAN



# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第2座 Tower 2									
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat							
		01	02	03	05	06	07	08	09
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	高層地下 UG/F	3225, 3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150	150	150	150	150	150	150	150
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat							
		10	16	17	18	19	21	22	
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	高層地下 UG/F	3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150	150	150	150	150	150	150	150

私人花園空白位置為供維修大廈設備使用的公用地方。

Blank areas on the private garden are common areas for building facility maintenance.

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

### 第2座 Tower 2

### 1樓平面圖 1/F FLOOR PLAN



# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第2座 Tower 2										
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat								
		01	02	03	05	06	07	08	09	10
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	1樓 1/F	3300	3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150	150	150	150	150	150	150	150	150
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat								
		11	12	16	17	18	19	21	22	
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	1樓 1/F	3300	3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150	150	150	150	150	150	150	150	150

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

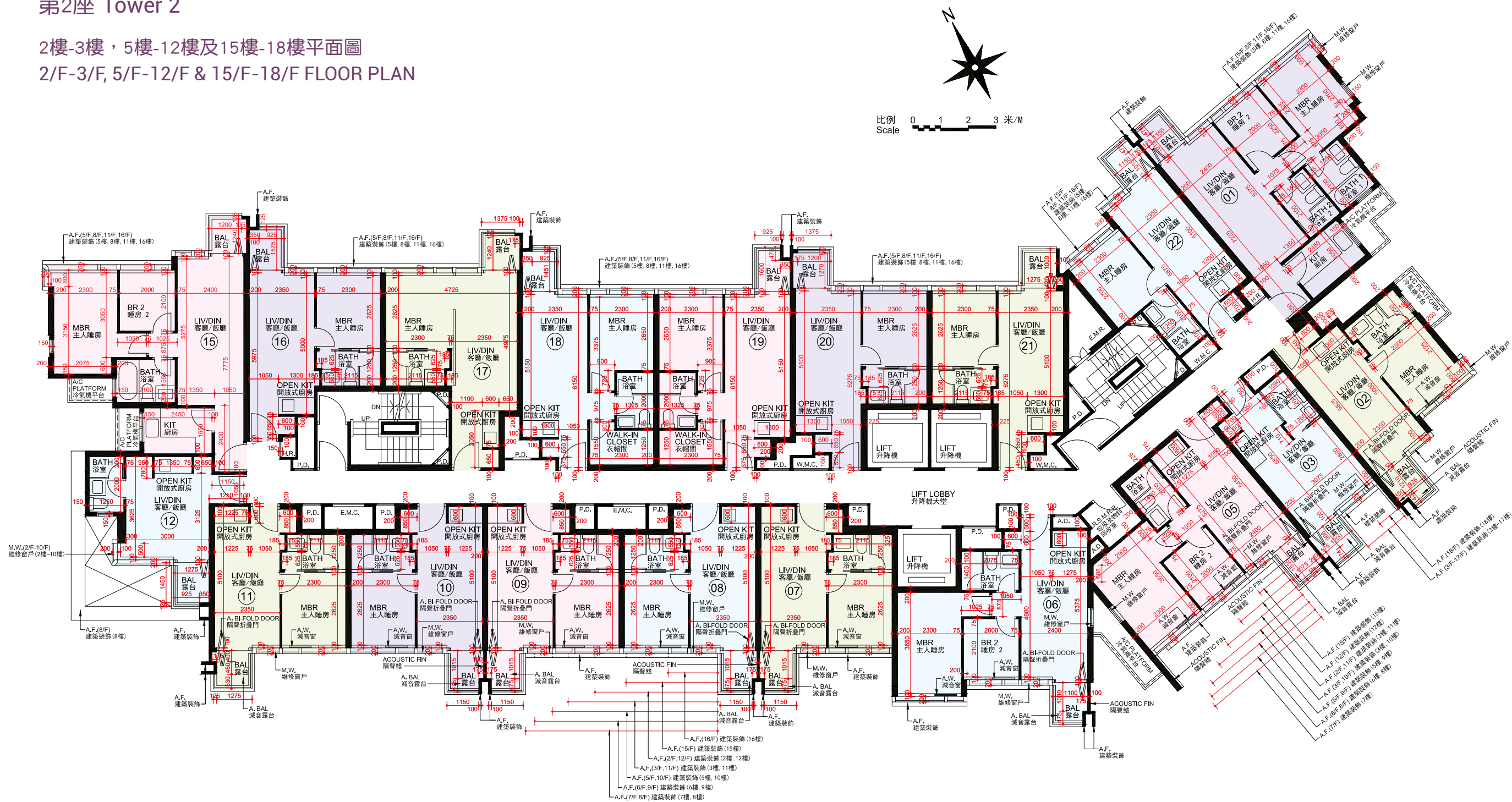
Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

### 第2座 Tower 2

2樓-3樓，5樓-12樓及15樓-18樓平面圖  
 2/F-3/F, 5/F-12/F & 15/F-18/F FLOOR PLAN



# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第2座 Tower 2											
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		01	02	03	05	06	07	08	09	10	11
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	2樓-3樓, 5樓-12樓及 15樓-17樓 2/F-3/F, 5/F-12/F & 15/F-17/F	3300	3300	3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150	150	150	150	150	150	150	150	150	150
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		12	15	16	17	18	19	20	21	22	
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	2樓-3樓, 5樓-12樓及 15樓-17樓 2/F-3/F, 5/F-12/F & 15/F-17/F	3300	3300	3300	3300	3300	3300	3300	3300	3300	3300
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150	150	150	150	150	150	150	150	150	150

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

備註：不設4樓、13樓及14樓。

Note: 4/F, 13/F and 14/F are omitted.

# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第2座 Tower 2											
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		01	02	03	05	06	07	08	09	10	11
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	18樓 18/F	3200, 3225	3200, 3225	3200, 3225	3200, 3225	3500	3500	3500	3500	3500	3500
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150, 175	150, 175	150, 175	150, 175	150	150	150	150	150	150
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat									
		12	15	16	17	18	19	20	21	22	
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	18樓 18/F	3500	3500	3500	3500	3500	3500	3500	3500	3500	3150, 3225, 3425, 3500
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		150	150	150	150	150	150	150	150	150	150

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.



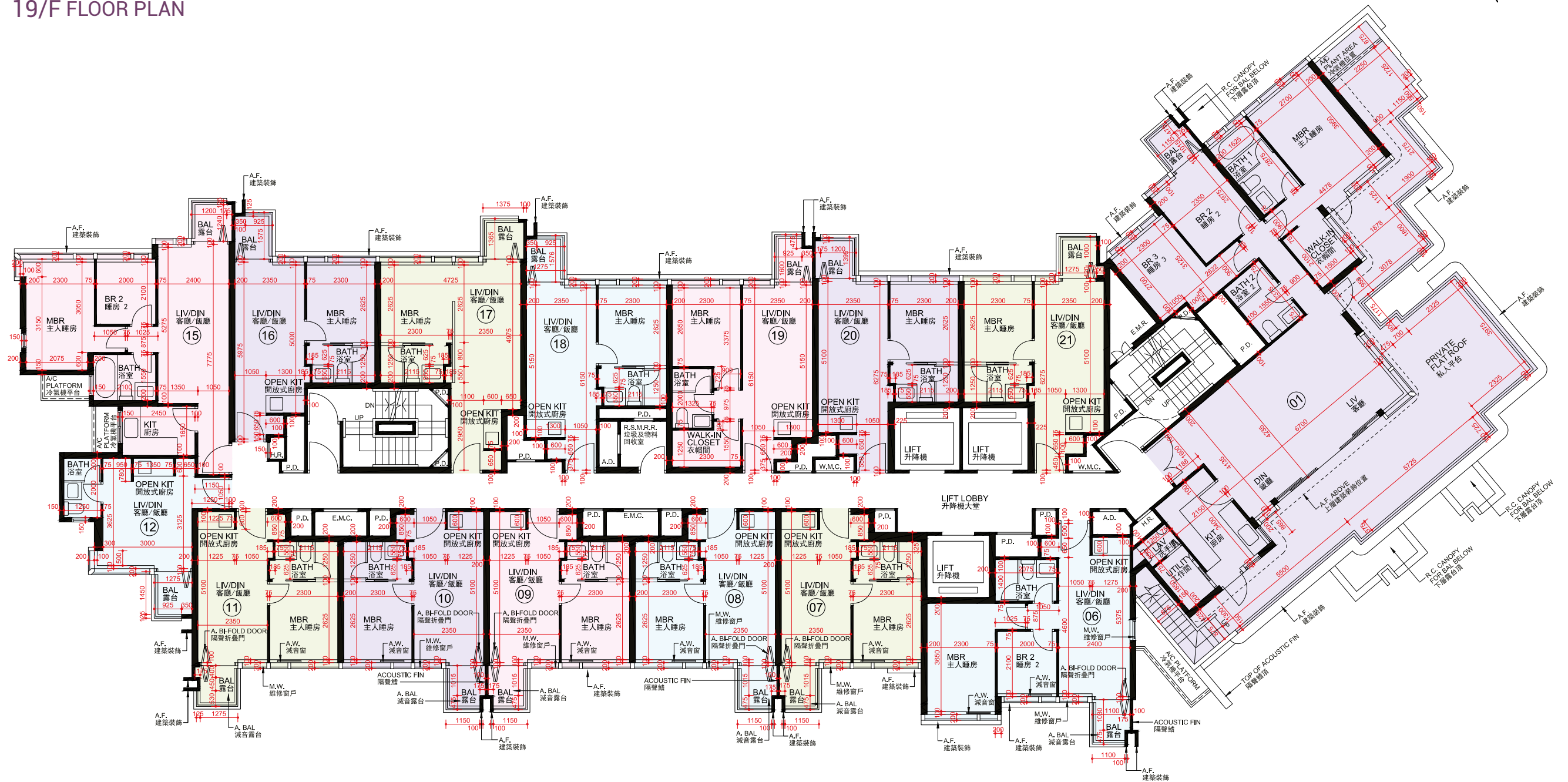
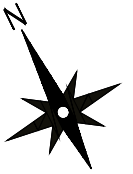
# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

### 第2座 Tower 2

### 19樓平面圖 19/F FLOOR PLAN

比例 0 1 2 3 米/M  
Scale



# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第2座 Tower 2									
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat							
		01	06	07	08	09	10	11	12
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	19樓 19/F	3500	3500	3500	3500	3500	3500	3500	3500
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		200	200	200	200	200	200	200	200
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat							
		15	16	17	18	19	20	21	
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	19樓 19/F	3500	3500	3500	3500	3500	3500	3500	3500
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		200	200	200	200	200	200	200	200

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

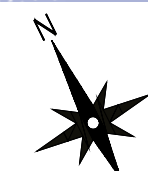
Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

# 10. 期數的住宅物業的樓面平面圖

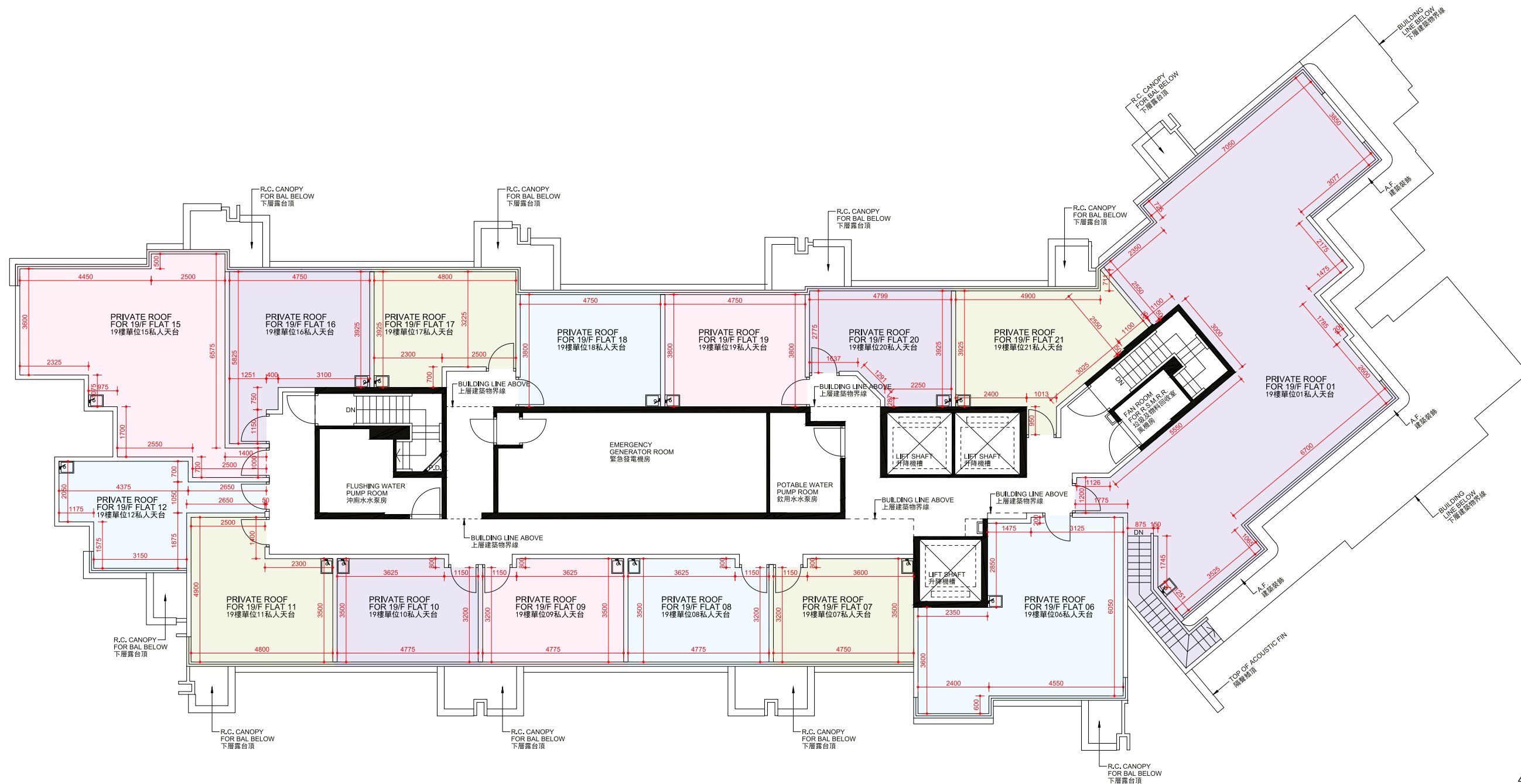
## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第2座 Tower 2

天台平面圖  
R/F FLOOR PLAN



比例 Scale 0 1 2 3 米/M



# 10. 期數的住宅物業的樓面平面圖

## FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

第2座 Tower 2								
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat						
		01	06	07	08	09	10	11
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	天台 R/F	不適用 Not Applicable						
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		不適用 Not Applicable						
每個住宅物業 Each Residential Property	樓層 Floor	單位 Flat						
		15	16	17	18	19	20	21
層與層之間的高度 (毫米) Floor-to-Floor Height (mm)	天台 R/F	不適用 Not Applicable						
樓板 (不包括灰泥) 的厚度 (毫米) Thickness of Floor Slab (excluding plaster) (mm)		不適用 Not Applicable						

請參閱本售樓說明書第24頁為住宅物業樓面平面圖而設之備註和圖例。

Please refer to page 24 of this sales brochure for the notes and legends for the floor plans of residential properties.

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 Tower 1	1樓 1/F	02	72.339 (779) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	19.214 (207)	-	-	-	-	-
		03	18.101 (195) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	12.383 (133)	-	-	-	-	-
		05	29.767 (320) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	25.139 (271)	-	-	-	-	-
		06	29.872 (322) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	23.442 (252)	-	-	-	-	-
		07	26.509 (285) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	22.905 (247)	-	-	-	-	-
		08	25.854 (278) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	18.806 (202)	-	-	-	-	-
		09	40.781 (439) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 Tower 1	1樓 1/F	15	37.172 (400) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	6.855 (74)	-	-	-	-	-
		16	17.822 (192) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	12.144 (131)	-	-	-	-	-
		17	17.283 (186) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	15.858 (171)	-	-	-	-	-
		18	17.283 (186) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	14.561 (157)	-	-	-	-	-
		19	17.807 (192) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	13.062 (141)	-	-	-	-	-
		20	18.671 (201) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	9.527 (103)	-	-	-	-	-

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 Tower 1	2樓 2/F	02	76.382 (822) 露台 Balcony: 2.543 (27) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		03	20.101 (216) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		05	31.767 (342) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		06	31.872 (343) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		07	28.509 (307) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		08	27.854 (300) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		09	40.585 (437) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		10	37.899 (408) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)											
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard		
第1座 Tower 1	2樓 2/F	11	19.278 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-		
		12	19.278 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		15	36.510 (393) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		16	19.822 (213) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		17	19.283 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		18	19.283 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	-
		19	19.807 (213) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	-
		20	20.671 (223) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	-

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

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

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

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



# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)											
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard		
第1座 Tower 1	3樓 3/F	01	92.517 (996) 露台 Balcony: 2.528 (27) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-		
		02	75.895 (817) 露台 Balcony: 2.543 (27) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-	
		03	20.101 (216) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		05	31.767 (342) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		06	31.872 (343) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		07	28.509 (307) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	-
		08	27.854 (300) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)										
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第1座 Tower 1	3樓 3/F	09	40.585 (437) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		10	37.899 (408) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		11	19.278 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		12	19.278 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		15	36.510 (393) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		16	19.822 (213) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-

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

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

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

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

# 11. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)										
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第1座 Tower 1	3樓 3/F	17	19.283 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		18	19.283 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		19	19.807 (213) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		20	20.637 (222) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		21	39.880 (429) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		22	38.038 (409) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	4.132 (44)	-	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)											
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard		
第1座 Tower 1	5樓-12樓及 15樓-18樓 5/F-12/F & 15/F-18/F	01	92.517 (996) 露台 Balcony: 2.528 (27) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-		
		02	75.895 (817) 露台 Balcony: 2.543 (27) 工作平台 Utility Platform: 1.500 (16)	-	-	-	-	-	-	-	-	-	-	-	
		03	20.101 (216) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		05	31.767 (342) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		06	31.872 (343) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		07	28.509 (307) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	-
		08	27.854 (300) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	-

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

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

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

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

# 11. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)										
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第1座 Tower 1	5樓-12樓及 15樓-18樓 5/F-12/F & 15/F-18/F	09	40.585 (437) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		10	37.899 (408) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		11	19.278 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		12	19.278 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		15	36.510 (393) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		16	19.822 (213) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)										
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第1座 Tower 1	5樓-12樓及 15樓-18樓 5/F-12/F & 15/F-18/F	17	19.283 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		18	19.283 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		19	19.807 (213) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		20	20.637 (222) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		21	39.879 (429) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		22	38.038 (409) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)										
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第1座 Tower 1	19樓 19/F	01	127.839 (1376) 露台 Balcony: 2.528 (27) 工作平台 Utility Platform: 1.500 (16)	-	-	-	49.925 (537)	-	-	107.340 (1155)	-	-	-	
		05	32.302 (348) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	15.672 (169)	-	-	-	-	
		06	31.872 (343) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	15.116 (163)	-	-	-	-
		07	28.509 (307) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	17.632 (190)	-	-	-	-
		08	27.854 (300) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	22.806 (245)	-	-	-	-
		09	40.585 (437) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	29.362 (316)	-	-	-	-
		10	37.899 (408) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	37.759 (406)	-	-	-	-
		11	19.278 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	14.240 (153)	-	-	-	-
		12	19.278 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	14.058 (151)	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 Tower 1	19樓 19/F	15	36.510 (393) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	30.234 (325)	-	-	-
		16	19.822 (213) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	12.045 (130)	-	-	-
		17	19.283 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	12.150 (131)	-	-	-
		18	19.283 (208) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	12.150 (131)	-	-	-
		19	19.807 (213) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	17.893 (193)	-	-	-
		20	20.637 (222) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	14.116 (152)	-	-	-
		21	39.880 (429) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	38.223 (411)	-	-	-
		22	38.125 (410) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	37.720 (406)	-	-	-

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

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

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

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



# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 Tower 2	地下 G/F	02	26.729 (288) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	18.966 (204)	-	-	-	-	-
		03	18.545 (200) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	10.942 (118)	-	-	-	-	-
		05	36.465 (393) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	10.865 (117)	-	-	-	-	-
		06	36.530 (393) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	12.816 (138)	-	-	-	-	-
		07	24.366 (262) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	16.163 (174)	-	-	-	-	-
		08	24.988 (269) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	19.537 (210)	-	-	-	-	-
		09	24.908 (268) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	19.528 (210)	-	-	-	-	-
		10	26.838 (289) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	17.257 (186)	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)										
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第2座 Tower 2	高層地下 UG/F	01	45.506 (490) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	22.702 (244)	-	-	-	-	-	
		02	28.864 (311) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		03	20.410 (220) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		05	38.465 (414) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		06	37.908 (408) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		07	26.366 (284) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		08	26.988 (290) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		09	26.908 (290) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 Tower 2	高層地下 UG/F	10	28.631 (308) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-
		16	28.277 (304) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	17.553 (189)	-	-	-	-	-
		17	28.097 (302) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	20.218 (218)	-	-	-	-	-
		18	31.204 (336) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	13.488 (145)	-	-	-	-	-
		19	31.397 (338) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	16.223 (175)	-	-	-	-	-
		21	27.636 (297) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	15.701 (169)	-	-	-	-	-
		22	25.994 (280) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	11.375 (122)	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)											
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard		
第2座 Tower 2	1樓 1/F	01	47.506 (511) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-		
		02	28.864 (311) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		03	20.410 (220) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		05	38.465 (414) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		06	38.610 (416) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	
		07	25.475 (274) 露台 Balcony: - 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	-
		08	26.908 (290) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	-
		09	26.908 (290) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	-
		10	26.908 (290) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)										
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第2座 Tower 2	1樓 1/F	11	26.998 (291) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		12	20.311 (219) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		16	30.104 (324) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		17	30.097 (324) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		18	33.204 (357) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		19	33.829 (364) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		21	29.636 (319) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		22	27.994 (301) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)										
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第2座 Tower 2	2樓-3樓， 5樓-12樓及 15樓-18樓 2/F-3/F, 5/F-12/F & 15/F-18/F	01	47.506 (511) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		02	28.864 (311) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		03	20.410 (220) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		05	38.465 (414) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		06	38.610 (416) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		07	27.338 (294) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		08	26.908 (290) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-

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

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)										
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第2座 Tower 2	2樓-3樓， 5樓-12樓及 15樓-18樓 2/F-3/F, 5/F-12/F & 15/F-18/F	09	26.908 (290) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		10	26.908 (290) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		11	26.998 (291) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		12	20.071 (216) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		15	45.184 (486) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		16	27.857 (300) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)										
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第2座 Tower 2	2樓-3樓， 5樓-12樓及 15樓-18樓 2/F-3/F, 5/F-12/F & 15/F-18/F	17	30.097 (324) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	
		18	33.204 (357) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		19	33.299 (358) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		20	28.564 (307) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		21	29.188 (314) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-
		22	27.994 (301) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	-	-	-	-	-

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

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

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



# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 Tower 2	19樓 19/F	01	98.739 (1063) 露台 Balcony: 2.058 (22) 工作平台 Utility Platform: -	-	-	-	58.512 (630)	-	-	90.091 (970)	-	-	-
		06	38.661 (416) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	34.675 (373)	-	-	-
		07	27.338 (294) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	15.465 (166)	-	-	-
		08	26.908 (290) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	15.550 (167)	-	-	-
		09	26.908 (290) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	15.550 (167)	-	-	-
		10	26.908 (290) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	15.550 (167)	-	-	-
		11	26.998 (291) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	19.384 (209)	-	-	-
		12	20.071 (216) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	15.640 (168)	-	-	-

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

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

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

# 1.1. 期數中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 Tower 2	19樓 19/F	15	45.184 (486) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	38.034 (409)	-	-	-
		16	27.857 (300) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	20.274 (218)	-	-	-
		17	30.097 (324) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	16.278 (175)	-	-	-
		18	28.038 (302) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	17.250 (186)	-	-	-
		19	33.516 (361) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	17.250 (186)	-	-	-
		20	28.564 (307) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	15.406 (166)	-	-	-
		21	29.188 (314) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: -	-	-	-	-	-	-	21.053 (227)	-	-	-

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

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

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

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

# 12. 期數中的停車位的樓面平面圖

## FLOOR PLANS OF PARKING SPACES IN THE PHASE

地庫平面圖  
BASEMENT FLOOR PLAN

圖例 Legend:

- 住宅停車位 (第2期)  
Residential Car Parking Space (Phase 2)
- 訪客停車位 (第2期)  
Visitor Parking Space (Phase 2)
- 住宅電單車停車位 (第2期)  
Residential Motorcycle Parking Space (Phase 2)
- 單車停車位 (第2期)  
Bicycle Parking Space (Phase 2)
- 發展項目的界線  
Boundary of the Development

比例  
Scale 0 1 2 3 4 5 10米/M



單車停車位部份平面圖  
Part Plan of Bicycle Parking Space

# 12. 期數中的停車位的樓面平面圖

## FLOOR PLANS OF PARKING SPACES IN THE PHASE

高層地下平面圖  
UPPER GROUND FLOOR PLAN

圖例 Legend:

- 住宅上落貨車位 (第2期)  
Residential Loading and Unloading Space (Phase 2)
- 發展項目的界線  
Boundary of the Development

比例 0 1 2 3 4 5 10米/M  
Scale



## 12. 期數中的停車位的樓面平面圖

### FLOOR PLANS OF PARKING SPACES IN THE PHASE

位置 Location	停車位類別 Type of Parking Space	停車位編號 Parking Space Number	數量 No.	尺寸 (長x闊) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area of each Parking Space (sq.m.)
地庫 Basement	住宅停車位 Residential Car Parking Space	17 - 20, 32 - 42, 45, 49 - 62, 66 - 80, 88 - 103	61	5.0 x 2.5	12.5
	訪客停車位 Visitor Parking Space	V22 - V31	10	5.0 x 2.5	12.5
	住宅電單車停車位 Residential Motorcycle Parking Space	M5 - M7, M13, M15, M16	6	2.4 x 1.0	2.4
	單車停車位 Bicycle Parking Space	B01 - B34	34	1.8 x 0.5	0.9
高層地下 UG/F	住宅上落貨車位 Residential Loading and Unloading Space	L1, L6	2	11.0 x 3.5	38.5

## 13. 臨時買賣合約的摘要

### SUMMARY OF THE PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

1. 買方在簽立臨時買賣合約時向賣方(擁有人)繳付相等於樓價5%之臨時訂金。
  2. 買方在簽署臨時買賣合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
  3. 如買方沒有在訂立該臨時買賣合約之後的5個工作日內簽立正式買賣合約——
    - i. 該臨時買賣合約即告終止；及
    - ii. 買方支付的臨時訂金即予沒收；及
    - iii. 賣方(擁有人)不得就買方沒有簽立正式買賣合約，而對買方提出進一步申索。
1. A preliminary deposit which is equal to 5% of the purchase price is payable by the purchaser to the vendor (the owner) upon signing of the preliminary agreement for sale and purchase.
  2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement for sale and purchase will be held by a firm of solicitors acting for the owner, as stakeholders.
  3. If the purchaser fails to sign the formal agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement for sale and purchase -
    - i. that preliminary agreement for sale and purchase is terminated; and
    - ii. the preliminary deposit paid by the purchaser is forfeited; and
    - iii. the vendor (the owner) does not have any further claim against the purchaser for the failure.

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

### 1. 發展項目的公用部份

「停車場公用地方」指提供(i)停車場整體而並非只供任何個別停車位受制於公契條款供業主，佔用人及使用者而使用，及(ii)受制於公契第二附表甲部第四條而使用訪客停車位及傷殘人士停車位的使用者使用，公用及共享的停車場部份，可與所有其他停車位，訪客停車位及傷殘人士停車位之擁有人，佔用人及使用者共用的該等部份，而該等停車場公用地方於公契所夾附的圖則以藍色顯示，及由首位擁有人在任何時候按照公契條款召開的業主會議中通過的業主決議指定用作停車場公用地方的其他屋苑額外地方，但(為免存疑)並不包括屋苑公用地方及住宅公用地方。

「停車場公用地方與設施」統指停車場公用地方與停車場公用設施。

「停車場公用電動車設施」指現已或將會於停車場公用地方內安裝供(i)停車位之業主，佔用人及使用者，及(ii)受制於公契第二附表甲部第四條而使用訪客停車位及傷殘人士停車位的使用者，公用及共享的電動車或電動單車充電或作相關用途的所有該等設施，包括但不限於管道，線槽，充電站和其他相關的電力或其他裝置等，但(為免存疑)並不包括非公用電動車設施及住宅公用電動車設施。

「停車場公用設施」指提供(i)停車位之業主，佔用人及使用者，及(ii)受制於公契第二附表甲部第四條而使用訪客停車位及傷殘人士停車位的使用者，公用及共享的停車場設施，包括但不限於停車場公用電動車設施，但(為免存疑)並不包括非公用電動車設施，屋苑公用設施及住宅公用設施。

「公用地方」統指屋苑公用地方，住宅公用地方及停車場公用地方，就每個公用地方，在適用的情況下包括《建築物管理條例》(第344章)附表1所列舉的適當及相關公用部份。

「公用地方與設施」統指公用地方與公用設施。

「公用設施」統指屋苑公用設施，住宅公用設施及停車場公用設施。

「屋苑公用地方」指提供屋苑整體而並非只供任何個別單位公用及共享的屋苑部份，受制於公契條款及所有現存的權利及通行權，所有期數中的單位擁有人及佔用人可與屋苑所有其他擁有人及佔用人共用該等部份，當中包括但不限於：-

- (a) 不屬於或構成住宅單位一部份的地基，柱，樑，樓板及其他結構性支承物及元素(包括於公契所夾附的圖則以“(UNEXCAVATED)”標記的範圍)；
- (b) 該地段內於公契所夾附的圖則以黃色加黑虛線顯示的斜坡及護土牆部份；
- (c) 提供安裝或使用天線廣播分導或電訊網絡設施的地方但構成住宅公用地方之一部份的範圍除外；
- (d) 公契所夾附的圖則以黃色加黑斜線顯示的渠務專用範圍部份；
- (e) 根據批地文件特別批地條款第(19)(a)條提供的看更及管理員的辦公設施，於公契所夾附的圖則以“OFFICE ACCOMMODATION FOR WATCHMEN AND MANAGEMENT STAFF”標記顯示；
- (f) 根據批地文件特別批地條款第(20)(a)條提供的看更及管理員的宿舍，於公契所夾附的圖則以“CARETAKER'S QUARTERS”標記顯示；

- (g) 提供予看更及管理員工的櫃枱，亭，士多，看守員房間，洗水間；
  - (h) 根據批地文件特別批地條款第(21)(a)條提供予業主立案法團或業主委員會使用的辦事處，於公契所夾附的圖則以“OWNER'S COMMITTEE OFFICE”標記顯示；
  - (i) 垃圾車車位，流動及迴旋位；
  - (j) 額外車輛通道位於的範圍或額外車輛通道(根據情況而定)；
  - (k) 擴展車道位於的範圍或擴展車道(根據情況而定)；
  - (l) 所有在附於公契所夾附的圖則上以黃色，黃色加黑斜線及黃色加黑虛線顯示的屋苑部份及範圍；及
  - (m) 由首位擁有人在任何時候按照公契條款召開的業主會議中通過的業主決議指定用作屋苑公用地方的其他屋苑額外地方及範圍，
- 但(為免存疑)並不包括住宅公用地方及停車場公用地方。

「屋苑公用地方與設施」統指屋苑公用地方與屋苑公用設施。

「屋苑公用設施」指提供屋苑整體而並非只供任何個別部份公用及共享的設施，受制於公契條款，所有期數中的單位擁有人及佔用人可與屋苑所有其他擁有人及佔用人共用該等設施，當中包括但不限於該地段及屋苑內的改道公用服務設施部份(如有的話)，該地段及屋苑內的現存雨水渠部份(如有的話)，污水管，排水渠，雨水渠，水道，電纜，水管，電線，管槽，總沖廁水管，總食水管，機器及機械和其他類似的裝置，設施或服務，變壓房，電纜設備及為屋苑提供電力的所有相關設施及輔助電力裝置，設備及設施，以及由首位擁有人在任何時候按照公契條款召開的業主會議中通過的業主決議指定用作屋苑公用設施的其他屋苑額外裝置及設施，但(為免存疑)並不包括住宅公用設施及停車場公用設施。

「住宅公用地方」指提供住宅發展整體而並非只供任何個別住宅單位公用及共享的住宅發展部份，受制於公契條款，所有期數中的住宅單位擁有人及佔用人可與所有其他住宅單位擁有人及佔用人共用該等部份，當中包括：-

- (a) 提供安裝或使用天線廣播分導或電訊網絡設施的地方但構成屋苑公用地方之一部份除外；
- (b) 並非屬於住宅單位或屋苑公用地方的座及屋苑其他部份的外牆包括：-
  - (1) 在其上的建築鱗片及特色(包括於構成住宅單位一部份的私人平台，私人天台或私人花園上根據並顯示於建築圖則的建築特色，該建築特色於公契所夾附的圖則以“A.F.”標記顯示)；及
  - (2) 毗連住宅單位的冷氣機平台(包括其百葉窗(如有的話))，或指定用作安放冷氣機的其他地方(如有的話)；但不包括：-
  - (1) 構成相關住宅單位一部份的露台，工作平台，私人平台，私人天台或私人花園的玻璃/金屬欄杆或欄杆；及
  - (2) 完全包圍或面向住宅單位的玻璃嵌板及座的玻璃幕牆結構可開啟的部份，而上述玻璃嵌板及可開啟部份屬於有關住宅單位的部份，而為免存疑，任何構成玻璃幕牆結構一部份而並非完全包圍一個住宅單位而是申延跨越兩個或多個住宅單位的玻璃嵌板，將構成住宅公用地方的一部份；

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## SUMMARY OF DEED OF MUTUAL COVENANT

- (c) 康樂地方及設施；
  - (d) 有蓋園景區；
  - (e) 每座電梯大堂；
  - (f) 消防電梯大堂；
  - (g) 單車停車位；
  - (h) 貨車上落客貨車位；
  - (i) 訪客停車位；
  - (j) 傷殘人士停車位；
  - (k) 綠化範圍；
  - (l) 於公契所夾附的圖則以綠色加黑斜線顯示的渠務專用範圍部份；
  - (m) 作為分隔構成住宅單位一部份的私人花園，私人平台或私人天台及屋苑其他部份而包圍該私人花園，私人平台或私人天台的任何矮牆及欄牆的完全厚度，於公契所夾附的圖則以綠色顯示；
  - (n) 所有在附於公契所夾附的圖則上以綠色，綠色加黑點，綠色加黑斜線及綠色加交叉黑斜線顯示的住宅發展部份及範圍；及
  - (o) 由首位擁有人在任何時候按照公契條款召開的業主會議中通過的業主決議指定用作住宅發展公用地方的其他屋苑額外地方及範圍，
- 但(為免存疑)並不包括屋苑公用地方及停車場公用地方。

「住宅公用地方與設施」統指住宅公用地方與住宅公用設施。

「住宅公用電動車設施」指供訪客停車位及傷殘人士停車位的使用者停泊電動車充電或作相關用途的所有該等設施，而該等設施包括但不限於電線，電纜，電表，底盒，插座，鎖，面蓋及其他保安及/或保護裝置，設備，儀器和其他相關的電力或其他裝置等，但(為免存疑)並不包括非公用電動車設施及停車場公用電動車設施。

「住宅公用設施」指擬供住宅發展整體而並非只供任何個別住宅單位公用及共享的設施，受制於公契條款，所有期數中的住宅單位擁有人及佔用人可與所有其他住宅單位擁有人及佔用人共用該等設施，當中包括但不限於住宅公用電動車設施，構成噪音消減措施一部份的隔聲簾及隔音屏障，升降機，所有電線，電纜，導管，喉管，排水渠，變壓房，電纜設備及為住宅發展整體而並非只供任何個別住宅單位提供電力的所有相關設施及輔助電力裝置，設備及設施，及所有專屬住宅發展的機電裝置及設備，以及由首位擁有人在任何時候按照公契條款召開的業主會議中通過的業主決議指定用作住宅公用設施的其他屋苑額外裝置及設施，但(為免存疑)並不包括屋苑公用設施及停車場公用設施。再為免存疑，由電訊及廣播(如有的話)供應商所作出及屬於其的裝置並不構成住宅公用設施一部份。為免存疑，構成住宅公用設施一部份的隔聲簾於公契所夾附的圖則以“ACOUSTIC FIN”標記顯示而構成住宅公用設施一部份的隔音屏障於公契所夾附的圖則以綠色及標記“NOISE BARRIER”顯示。

### 2. 分配予期數中的每個住宅物業的不分割份數的數目

座數	樓層	單位	不分割份數
1	1樓	02 (有私人花園)	742/560,000
		03 (有私人花園)	193/560,000
		05 (有私人花園)	322/560,000
		06 (有私人花園)	321/560,000
		07 (有私人花園)	287/560,000
		08 (有私人花園)	276/560,000
		09 (有露台)	407/560,000
		15 (有露台及私人花園)	377/560,000
		16 (有私人花園)	190/560,000
		17 (有私人花園)	187/560,000
		18 (有私人花園)	186/560,000
		19 (有私人花園)	191/560,000
		20 (有私人花園)	195/560,000



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## SUMMARY OF DEED OF MUTUAL COVENANT

座數	樓層	單位	不分割份數
1	2樓	02 (有露台及工作平台)	763/560,000
		03 (有露台)	201/560,000
		05 (有露台)	317/560,000
		06 (有露台)	318/560,000
		07 (有露台)	285/560,000
		08 (有露台)	278/560,000
		09 (有露台)	405/560,000
		10 (有露台)	378/560,000
		11 (有露台)	192/560,000
		12 (有露台)	192/560,000
		15 (有露台)	365/560,000
		16 (有露台)	198/560,000
		17 (有露台)	192/560,000
		18 (有露台)	192/560,000
19 (有露台)	198/560,000		
		20 (有露台)	206/560,000

座數	樓層	單位	不分割份數
1	3樓	01 (有露台及工作平台)	925/560,000
		02 (有露台及工作平台)	758/560,000
		03 (有露台)	201/560,000
		05 (有露台)	317/560,000
		06 (有露台)	318/560,000
		07 (有露台)	285/560,000
		08 (有露台)	278/560,000
		09 (有露台)	405/560,000
		10 (有露台)	378/560,000
		11 (有露台)	192/560,000
		12 (有露台)	192/560,000
		15 (有露台)	365/560,000
		16 (有露台)	198/560,000
		17 (有露台)	192/560,000
18 (有露台)	192/560,000		
19 (有露台)	198/560,000		
		20 (有露台)	206/560,000
		21 (有露台)	398/560,000
		22 (有露台及私人花園)	384/560,000

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

座數	樓層	單位	不分割份數
1	5樓-12樓	01 (有露台及工作平台)	925/560,000
		02 (有露台及工作平台)	758/560,000
		03 (有露台)	201/560,000
		05 (有露台)	317/560,000
		06 (有露台)	318/560,000
		07 (有露台)	285/560,000
		08 (有露台)	278/560,000
		09 (有露台)	405/560,000
		10 (有露台)	378/560,000
		11 (有露台)	192/560,000
		12 (有露台)	192/560,000
		15 (有露台)	365/560,000
		16 (有露台)	198/560,000
		17 (有露台)	192/560,000
18 (有露台)	192/560,000		
19 (有露台)	198/560,000		
20 (有露台)	206/560,000		
21 (有露台)	398/560,000		
22 (有露台)	380/560,000		

備註：不設4樓、13樓及14樓。

座數	樓層	單位	不分割份數
1	15樓-18樓	01 (有露台及工作平台)	925/560,000
		02 (有露台及工作平台)	758/560,000
		03 (有露台)	201/560,000
		05 (有露台)	317/560,000
		06 (有露台)	318/560,000
		07 (有露台)	285/560,000
		08 (有露台)	278/560,000
		09 (有露台)	405/560,000
		10 (有露台)	378/560,000
		11 (有露台)	192/560,000
		12 (有露台)	192/560,000
		15 (有露台)	365/560,000
		16 (有露台)	198/560,000
		17 (有露台)	192/560,000
18 (有露台)	192/560,000		
19 (有露台)	198/560,000		
20 (有露台)	206/560,000		
21 (有露台)	398/560,000		
22 (有露台)	380/560,000		

備註：不設4樓、13樓及14樓。

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

座數	樓層	單位	不分割份數
1	19樓	01 (有露台、工作平台、私人平台及私人天台)	1,435/560,000
		05 (有露台及私人天台)	338/560,000
		06 (有露台及私人天台)	333/560,000
		07 (有露台及私人天台)	302/560,000
		08 (有露台及私人天台)	300/560,000
		09 (有露台及私人天台)	434/560,000
		10 (有露台及私人天台)	415/560,000
		11 (有露台及私人天台)	206/560,000
		12 (有露台及私人天台)	206/560,000
		15 (有露台及私人天台)	395/560,000
		16 (有露台及私人天台)	210/560,000
		17 (有露台及私人天台)	204/560,000
		18 (有露台及私人天台)	204/560,000
		19 (有露台及私人天台)	215/560,000
2	地下	02 (有私人花園)	285/560,000
		03 (有私人花園)	195/560,000
		05 (有私人花園)	374/560,000
		06 (有私人花園)	377/560,000
		07 (有私人花園)	259/560,000
		08 (有私人花園)	268/560,000
2	高層地下	09 (有私人花園)	268/560,000
		10 (有私人花園)	285/560,000
		01 (有私人花園)	477/560,000
		02 (有露台)	288/560,000
		03 (有露台)	204/560,000
		05 (有露台)	384/560,000
		06 (有露台)	379/560,000
		07 (有露台)	263/560,000
		08 (有露台)	269/560,000
		09 (有露台)	269/560,000
		10 (有露台)	286/560,000
		16 (有私人花園)	299/560,000
		17 (有私人花園)	300/560,000
		18 (有私人花園)	325/560,000
19 (有私人花園)	329/560,000		
2	高層地下	21 (有私人花園)	291/560,000
		22 (有私人花園)	270/560,000

座數	樓層	單位	不分割份數
1	19樓	01 (有露台、工作平台、私人平台及私人天台)	1,435/560,000
		05 (有露台及私人天台)	338/560,000
		06 (有露台及私人天台)	333/560,000
		07 (有露台及私人天台)	302/560,000
		08 (有露台及私人天台)	300/560,000
		09 (有露台及私人天台)	434/560,000
		10 (有露台及私人天台)	415/560,000
		11 (有露台及私人天台)	206/560,000
		12 (有露台及私人天台)	206/560,000
		15 (有露台及私人天台)	395/560,000
		16 (有露台及私人天台)	210/560,000
		17 (有露台及私人天台)	204/560,000
		18 (有露台及私人天台)	204/560,000
		19 (有露台及私人天台)	215/560,000
2	地下	02 (有私人花園)	285/560,000
		03 (有私人花園)	195/560,000
		05 (有私人花園)	374/560,000
		06 (有私人花園)	377/560,000
		07 (有私人花園)	259/560,000
		08 (有私人花園)	268/560,000
2	高層地下	09 (有私人花園)	268/560,000
		10 (有私人花園)	285/560,000
		01 (有私人花園)	477/560,000
		02 (有露台)	288/560,000
		03 (有露台)	204/560,000
		05 (有露台)	384/560,000
		06 (有露台)	379/560,000
		07 (有露台)	263/560,000
		08 (有露台)	269/560,000
		09 (有露台)	269/560,000
		10 (有露台)	286/560,000
		16 (有私人花園)	299/560,000
		17 (有私人花園)	300/560,000
		18 (有私人花園)	325/560,000
19 (有私人花園)	329/560,000		
2	高層地下	21 (有私人花園)	291/560,000
		22 (有私人花園)	270/560,000

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

座數	樓層	單位	不分割份數
2	1樓	01 (有露台)	475/560,000
		02 (有露台)	288/560,000
		03 (有露台)	204/560,000
		05 (有露台)	384/560,000
		06 (有露台)	386/560,000
		07	254/560,000
		08 (有露台)	269/560,000
		09 (有露台)	269/560,000
		10 (有露台)	269/560,000
		11 (有露台)	269/560,000
		12 (有露台)	203/560,000
		16 (有露台)	301/560,000
		17 (有露台)	300/560,000
		18 (有露台)	332/560,000
		19 (有露台)	338/560,000
2	1樓	21 (有露台)	296/560,000
		22 (有露台)	279/560,000

座數	樓層	單位	不分割份數
2	2樓-12樓	01 (有露台)	475/560,000
		02 (有露台)	288/560,000
		03 (有露台)	204/560,000
		05 (有露台)	384/560,000
		06 (有露台)	386/560,000
		07 (有露台)	273/560,000
		08 (有露台)	269/560,000
		09 (有露台)	269/560,000
		10 (有露台)	269/560,000
		11 (有露台)	269/560,000
		12 (有露台)	200/560,000
		15 (有露台)	451/560,000
		16 (有露台)	278/560,000
		17 (有露台)	300/560,000
		18 (有露台)	332/560,000
		19 (有露台)	332/560,000
		20 (有露台)	285/560,000
		21 (有露台)	291/560,000
		22 (有露台)	279/560,000

備註：不設4樓、13樓及14樓。

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

座數	樓層	單位	不分割份數
2	15樓-18樓	01 (有露台)	475/560,000
		02 (有露台)	288/560,000
		03 (有露台)	204/560,000
		05 (有露台)	384/560,000
		06 (有露台)	386/560,000
		07 (有露台)	273/560,000
		08 (有露台)	269/560,000
		09 (有露台)	269/560,000
		10 (有露台)	269/560,000
		11 (有露台)	269/560,000
		12 (有露台)	200/560,000
		15 (有露台)	451/560,000
		16 (有露台)	278/560,000
		17 (有露台)	300/560,000
		18 (有露台)	332/560,000
		19 (有露台)	332/560,000
		20 (有露台)	285/560,000
		21 (有露台)	291/560,000
		22 (有露台)	279/560,000

座數	樓層	單位	不分割份數
2	19樓	01 (有露台、私人平台及私人天台)	1,135/560,000
		06 (有露台及私人天台)	420/560,000
		07 (有露台及私人天台)	288/560,000
		08 (有露台及私人天台)	284/560,000
		09 (有露台及私人天台)	284/560,000
		10 (有露台及私人天台)	284/560,000
		11 (有露台及私人天台)	288/560,000
		12 (有露台及私人天台)	215/560,000
		15 (有露台及私人天台)	489/560,000
		16 (有露台及私人天台)	298/560,000
		17 (有露台及私人天台)	316/560,000
		18 (有露台及私人天台)	297/560,000
		19 (有露台及私人天台)	352/560,000
		20 (有露台及私人天台)	300/560,000
21 (有露台及私人天台)	312/560,000		

備註：不設4樓、13樓及14樓。

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

### 3. 有關期數的管理人的委任年期

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

### 4. 管理開支按什麼基準在期數中的住宅物業的擁有人之間分擔

每名住宅單位業主應按照公契訂明的方式、金額和比例，根據其住宅單位的管理份數和公契列明的準則，分擔期數的管理開支。分配予每個住宅單位的管理份數的數目與上述第2段列出的住宅單位的不分割份數的數目相同。

### 5. 計算管理費按金的基準

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

### 6. 擁有人在期數中保留作自用的範圍（如有的話）

不適用。

註:

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

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

### 1. The common parts of the development

"Car Park Common Areas" means all those areas of the Car Park intended for the common use and benefit of (i) the Car Park as a whole and not just any particular Parking Space which are subject to the provisions of the Deed of Mutual Covenant to be used by each Owner, Occupier and user of the Parking Spaces, and (ii) the users of the Visitors' Parking Spaces and the Residential Parking Spaces for the Disabled subject to Clause 4 of Part A of Second Schedule, in common with all other Owners, Occupiers and users of such Parking Spaces, the Visitors' Parking Spaces and the Residential Parking Spaces for the Disabled which Car Park Common Areas are shown and coloured indigo on the plans annexed to the Deed of Mutual Covenant and such additional areas of the Estate as may at any time be designated as Car Park Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of the Deed of Mutual Covenant BUT (for the avoidance of doubt) excluding the Estate Common Areas and the Residential Common Areas.

"Car Park Common Areas and Facilities" means collectively the Car Park Common Areas and the Car Park Common Facilities.

"Car Park Common EV Facilities" means all such facilities installed or to be installed within the Car Park Common Areas for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles including but not limited to the ducts, trunking, charging posts and such other electrical or other installations or otherwise for or in relation to such purpose for the common use and benefit of (i) the Owners, Occupiers and users of the Parking Spaces, and (ii) the users of the Visitors' Parking Spaces and the Residential Parking Spaces for the Disabled subject to Clause 4 of Part A of Second Schedule, BUT (for the avoidance of doubt) excluding the Non-Common EV Facilities and the Residential Common EV Facilities.

"Car Park Common Facilities" means all those facilities of the Car Park, including but not limited to the Car Park Common EV Facilities, intended for the common use and benefit of (i) the Owners, Occupiers and users of the Parking Spaces, and (ii) the users of the Visitors' Parking Spaces and the Residential Parking Spaces for the Disabled subject to Clause 4 of Part A of Second Schedule, BUT (for the avoidance of doubt) excluding the Non-Common EV Facilities, the Estate Common Facilities and the Residential Common Facilities.

"Common Areas" means collectively the Estate Common Areas, the Residential Common Areas and the Car Park Common Areas, each of which Common Areas shall, where applicable, include those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344).

"Common Areas and Facilities" means collectively the Common Areas and the Common Facilities.

"Common Facilities" means collectively the Estate Common Facilities, the Residential Common Facilities and the Car Park Common Facilities.

"Estate Common Areas" means those parts of the Estate intended for the common use and benefit of the Estate as a whole and not just any particular Unit and which are subject to the provisions of the Deed of Mutual Covenant and all subsisting rights and rights of way to be used by the Owners and Occupiers of the Units in all Phases in common with all other Owners and Occupiers of the Estate which said parts include but not limited to:-

- (a) the foundations, columns, beams, slabs and other structural supports and elements (including the areas marked "(UNEXCAVATED)" on the plans annexed to the Deed of Mutual Covenant) that do not belong to or form part of the Residential Units;
- (b) such parts the Slopes and Retaining Walls within the Lot as shown and coloured yellow dashed black on the plan annexed to the Deed of Mutual Covenant;
- (c) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Residential Common Areas;
- (d) such parts of the Drainage Reserve Area as shown and coloured yellow hatched black on the plans annexed to the Deed of Mutual Covenant;
- (e) office accommodation for watchmen and caretakers provided in accordance with Special Condition No.(19)(a) of the Government Grant as shown and marked "OFFICE ACCOMMODATION FOR WATCHMEN AND MANAGEMENT STAFF" on the plan annexed to the Deed of Mutual Covenant;
- (f) quarters for watchmen and caretakers provided in accordance with Special Condition No.(20)(a) of the Government Grant as shown and marked "CARETAKER'S QUARTERS" on the plan annexed to the Deed of Mutual Covenant;
- (g) counters, kiosks, stores, guard rooms and lavatories for watchmen and management staff;
- (h) office for the use of the Owners' Corporation or the Owners' Committee provided in accordance with Special Condition No.(21)(a) of the Government Grant as shown and marked "OWNER'S COMMITTEE OFFICE" on the plan annexed to the Deed of Mutual Covenant;
- (i) refuse collection vehicles spaces, circulation and manoeuvring spaces;
- (j) the area on which the Additional Vehicular Access is located or the Additional Vehicular Access (as the case may be);
- (k) the area on which the Extension of Driveways is located or the Extension of Driveways (as the case may be);
- (l) all those parts and areas of the Estate as shown and coloured yellow, yellow hatched black and yellow dashed black on the plans annexed to the Deed of Mutual Covenant; and
- (m) such additional parts and areas of the Estate as may at any time be designated as Estate Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of the Deed of Mutual Covenant,

BUT (for the avoidance of doubt) excluding the Residential Common Areas and the Car Park Common Areas.

"Estate Common Areas and Facilities" means collectively the Estate Common Areas and the Estate Common Facilities.

## 14. 公契的摘要

### SUMMARY OF DEED OF MUTUAL COVENANT

"Estate Common Facilities" means all those facilities intended for the common use and benefit of the Estate as a whole and not just any particular part thereof which are subject to the provisions of the Deed of Mutual Covenant to be used by the Owners and Occupiers of the Units in all Phases in common with all other Owners and Occupiers of the Estate and includes but not limited to the those parts (if any) of the Diverted Utilities within the Lot and the Estate, those parts (if any) of the Existing Stormwater Drain within the Lot and the Estate, sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities or services, the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate and such additional devices and facilities of the Estate as may at any time be designated as Estate Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of the Deed of Mutual Covenant BUT (for the avoidance of doubt) excluding the Residential Common Facilities and the Car Park Common Facilities.

"Residential Common Areas" means those parts of the Residential Development intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit and which are subject to the provisions of the Deed of Mutual Covenant to be used by the Owners and Occupiers of the Residential Units in all Phases in common with all other Owners and Occupiers of the Residential Units and shall include:-

- (a) areas for the installation or use of aerial broadcast distribution or telecommunications network facilities save and except those of such areas which form part of the Estate Common Areas;
- (b) the external walls of the Towers and other parts of the Estate not forming part of the Residential Units or the Estate Common Areas including:-
  - (1) the architectural features and fins thereon (including architectural features on private flat roofs, private roofs and private gardens which form parts of Residential Units as shown and in accordance with the Building Plans which architectural features are for the purpose of identification only shown and marked "A.F." on the plans annexed to the Deed of Mutual Covenant); and
  - (2) the air-conditioning platforms (including the louvers thereof (if any)) adjacent to the Residential Units or such other area(s), if any, as may be designated for that purpose;

BUT excluding:-

- (1) the glass/metal balustrades or railings of the balconies, utility platforms, private flat roofs, private roofs or private gardens which form parts of the relevant Residential Units; and
  - (2) such pieces of glass panels wholly enclosing or fronting a Residential Unit and the openable parts of the curtain wall structures of the Towers which said glass panels and openable parts shall form parts of the relevant Residential Units and for the avoidance of doubt, any glass panel forming part of the curtain wall structures that does not wholly enclose a Residential Unit but extends across two or more Residential Units shall form part of the Residential Common Areas;
- (c) the Recreational Areas and Facilities;
  - (d) the Covered Landscape Areas;
  - (e) lift lobby of each of the Tower;
  - (f) fireman's lift lobby;

- (g) the Bicycle Parking Spaces;
  - (h) the Loading and Unloading Spaces;
  - (i) the Visitors' Parking Spaces;
  - (j) the Residential Parking Spaces for the Disabled;
  - (k) the Greenery Area;
  - (l) such parts of the Drainage Reserve Area as shown and coloured green hatched black on the plans annexed to the Deed of Mutual Covenant;
  - (m) the entire thickness of any parapet and any fence wall enclosing a private garden, private flat roof or private roof held with and forming part of the Residential Unit as shown and coloured green on the plans annexed to the Deed of Mutual Covenant separating that private garden, private flat roof or private roof from other part(s) of the Estate;
  - (n) all those parts and areas of the Residential Development as shown and coloured green, green stippled black, green hatched black and green cross hatched black on the plans annexed to the Deed of Mutual Covenant; and
  - (o) such additional parts and areas of the Estate as may at any time be designated as Residential Common Areas by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of the Deed of Mutual Covenant,
- BUT (for the avoidance of doubt) excluding the Estate Common Areas and the Car Park Common Areas.

"Residential Common Areas and Facilities" means collectively the Residential Common Areas and the Residential Common Facilities.

"Residential Common EV Facilities" means all such facilities for the purpose of or in relation to the charging of electric motor vehicles parking at the Visitors' Parking Spaces and the Residential Parking Spaces for the Disabled and such facilities shall include but not limited to such wires, cables, electric meters, base box, socket outlet, locks, covers and other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose BUT (for the avoidance of doubt) excluding the Non-Common EV Facilities and the Car Park Common EV Facilities.

"Residential Common Facilities" means all those facilities intended for the common use and benefit of the Residential Development as a whole and not just any particular Residential Unit which are subject to the provisions of the Deed of Mutual Covenant to be used by the Owners and Occupiers of the Residential Units in all Phases in common with all other Owners and Occupiers of the Residential Units and includes but not limited to the Residential Common EV Facilities, acoustic fins forming part of the Noise Mitigation Measures and the Noise Barrier, the lifts, all wires, cables, ducts, pipes, drains, the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Residential Development as a whole and not just any particular Residential Unit and all mechanical and electrical installations and equipment exclusively for the Residential Development and such additional devices and facilities of the Estate as may at any time be designated as Residential Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of the Deed



# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

of Mutual Covenant BUT (for the avoidance of doubt) excluding the Estate Common Facilities and the Car Park Common Facilities. For the further avoidance of doubt, those installations made by and belonging to the provider(s) of the telecommunications and broadcasting services (if any) shall not form parts of the Residential Common Facilities. For the avoidance of doubt, the acoustic fins forming part of the Residential Common Facilities are for identification purpose only shown and marked "ACOUSTIC FIN" on the plans annexed to the Deed of Mutual Covenant and the Noise Barrier forming part of the Residential Common Facilities are for identification purpose only shown coloured green and marked "NOISE BARRIER" on the plans annexed to the Deed of Mutual Covenant.

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

Tower	Floor	Unit	Undivided Shares
1	1/F	02 (with Private Garden)	742/560,000
		03 (with Private Garden)	193/560,000
		05 (with Private Garden)	322/560,000
		06 (with Private Garden)	321/560,000
		07 (with Private Garden)	287/560,000
		08 (with Private Garden)	276/560,000
		09 (with Balcony)	407/560,000
		15 (with Balcony and Private Garden)	377/560,000
		16 (with Private Garden)	190/560,000
		17 (with Private Garden)	187/560,000
		18 (with Private Garden)	186/560,000
		19 (with Private Garden)	191/560,000
		20 (with Private Garden)	195/560,000

Tower	Floor	Unit	Undivided Shares
1	2/F	02 (with Balcony and Utility Platform)	763/560,000
		03 (with Balcony)	201/560,000
		05 (with Balcony)	317/560,000
		06 (with Balcony)	318/560,000
		07 (with Balcony)	285/560,000
		08 (with Balcony)	278/560,000
		09 (with Balcony)	405/560,000
		10 (with Balcony)	378/560,000
		11 (with Balcony)	192/560,000
		12 (with Balcony)	192/560,000
		15 (with Balcony)	365/560,000
		16 (with Balcony)	198/560,000
		17 (with Balcony)	192/560,000
		18 (with Balcony)	192/560,000
19 (with Balcony)	198/560,000		
20 (with Balcony)	206/560,000		

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

Tower	Floor	Unit	Undivided Shares
1	3/F	01 (with Balcony and Utility Platform)	925/560,000
		02 (with Balcony and Utility Platform)	758/560,000
		03 (with Balcony)	201/560,000
		05 (with Balcony)	317/560,000
		06 (with Balcony)	318/560,000
		07 (with Balcony)	285/560,000
		08 (with Balcony)	278/560,000
		09 (with Balcony)	405/560,000
		10 (with Balcony)	378/560,000
		11 (with Balcony)	192/560,000
		12 (with Balcony)	192/560,000
		15 (with Balcony)	365/560,000
		16 (with Balcony)	198/560,000
		17 (with Balcony)	192/560,000
		18 (with Balcony)	192/560,000
		19 (with Balcony)	198/560,000
		20 (with Balcony)	206/560,000
		21 (with Balcony)	398/560,000
		22 (with Balcony and Private Garden)	384/560,000

Tower	Floor	Unit	Undivided Shares
1	5/F-12/F	01 (with Balcony and Utility Platform)	925/560,000
		02 (with Balcony and Utility Platform)	758/560,000
		03 (with Balcony)	201/560,000
		05 (with Balcony)	317/560,000
		06 (with Balcony)	318/560,000
		07 (with Balcony)	285/560,000
		08 (with Balcony)	278/560,000
		09 (with Balcony)	405/560,000
		10 (with Balcony)	378/560,000
		11 (with Balcony)	192/560,000
		12 (with Balcony)	192/560,000
		15 (with Balcony)	365/560,000
		16 (with Balcony)	198/560,000
		17 (with Balcony)	192/560,000
		18 (with Balcony)	192/560,000
		19 (with Balcony)	198/560,000
		20 (with Balcony)	206/560,000
		21 (with Balcony)	398/560,000
		22 (with Balcony)	380/560,000

In the numbering of floors, the 4/F, 13/F and 14/F are omitted.

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

Tower	Floor	Unit	Undivided Shares
1	15/F-18/F	01 (with Balcony and Utility Platform)	925/560,000
		02 (with Balcony and Utility Platform)	758/560,000
		03 (with Balcony)	201/560,000
		05 (with Balcony)	317/560,000
		06 (with Balcony)	318/560,000
		07 (with Balcony)	285/560,000
		08 (with Balcony)	278/560,000
		09 (with Balcony)	405/560,000
		10 (with Balcony)	378/560,000
		11 (with Balcony)	192/560,000
		12 (with Balcony)	192/560,000
		15 (with Balcony)	365/560,000
		16 (with Balcony)	198/560,000
		17 (with Balcony)	192/560,000
		18 (with Balcony)	192/560,000
		19 (with Balcony)	198/560,000
		20 (with Balcony)	206/560,000
		21 (with Balcony)	398/560,000
		22 (with Balcony)	380/560,000

Tower	Floor	Unit	Undivided Shares
1	19/F	01 (with Balcony, Utility Platform, Private Flat Roof and Private Roof)	1,435/560,000
		05 (with Balcony and Private Roof)	338/560,000
		06 (with Balcony and Private Roof)	333/560,000
		07 (with Balcony and Private Roof)	302/560,000
		08 (with Balcony and Private Roof)	300/560,000
		09 (with Balcony and Private Roof)	434/560,000
		10 (with Balcony and Private Roof)	415/560,000
		11 (with Balcony and Private Roof)	206/560,000
		12 (with Balcony and Private Roof)	206/560,000
		15 (with Balcony and Private Roof)	395/560,000
		16 (with Balcony and Private Roof)	210/560,000
		17 (with Balcony and Private Roof)	204/560,000
		18 (with Balcony and Private Roof)	204/560,000
		19 (with Balcony and Private Roof)	215/560,000
		20 (with Balcony and Private Roof)	220/560,000
		21 (with Balcony and Private Roof)	436/560,000
		22 (with Balcony and Private Roof)	418/560,000

In the numbering of floors, the 4/F, 13/F and 14/F are omitted.

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

Tower	Floor	Unit	Undivided Shares
2	G/F	02 (with Private Garden)	285/560,000
		03 (with Private Garden)	195/560,000
		05 (with Private Garden)	374/560,000
		06 (with Private Garden)	377/560,000
		07 (with Private Garden)	259/560,000
		08 (with Private Garden)	268/560,000
		09 (with Private Garden)	268/560,000
		10 (with Private Garden)	285/560,000
		UG/F	01 (with Private Garden)
	02 (with Balcony)		288/560,000
	03 (with Balcony)		204/560,000
	05 (with Balcony)		384/560,000
	06 (with Balcony)		379/560,000
	07 (with Balcony)		263/560,000
	08 (with Balcony)		269/560,000
	09 (with Balcony)		269/560,000
	10 (with Balcony)		286/560,000
	16 (with Private Garden)		299/560,000
	17 (with Private Garden)		300/560,000
	18 (with Private Garden)		325/560,000
	19 (with Private Garden)		329/560,000
	21 (with Private Garden)	291/560,000	
22 (with Private Garden)	270/560,000		

Tower	Floor	Unit	Undivided Shares
2	1/F	01 (with Balcony)	475/560,000
		02 (with Balcony)	288/560,000
		03 (with Balcony)	204/560,000
		05 (with Balcony)	384/560,000
		06 (with Balcony)	386/560,000
		07	254/560,000
		08 (with Balcony)	269/560,000
		09 (with Balcony)	269/560,000
		10 (with Balcony)	269/560,000
		11 (with Balcony)	269/560,000
		12 (with Balcony)	203/560,000
		16 (with Balcony)	301/560,000
		17 (with Balcony)	300/560,000
		18 (with Balcony)	332/560,000
		19 (with Balcony)	338/560,000
		21 (with Balcony)	296/560,000
		22 (with Balcony)	279/560,000

# 14. 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

Tower	Floor	Unit	Undivided Shares
2	2/F-12/F	01 (with Balcony)	475/560,000
		02 (with Balcony)	288/560,000
		03 (with Balcony)	204/560,000
		05 (with Balcony)	384/560,000
		06 (with Balcony)	386/560,000
		07 (with Balcony)	273/560,000
		08 (with Balcony)	269/560,000
		09 (with Balcony)	269/560,000
		10 (with Balcony)	269/560,000
		11 (with Balcony)	269/560,000
		12 (with Balcony)	200/560,000
		15 (with Balcony)	451/560,000
		16 (with Balcony)	278/560,000
		17 (with Balcony)	300/560,000
		18 (with Balcony)	332/560,000
		19 (with Balcony)	332/560,000
20 (with Balcony)	285/560,000		
21 (with Balcony)	291/560,000		
22 (with Balcony)	279/560,000		

In the numbering of floors, the 4/F, 13/F and 14/F are omitted.

Tower	Floor	Unit	Undivided Shares
2	15/F-18/F	01 (with Balcony)	475/560,000
		02 (with Balcony)	288/560,000
		03 (with Balcony)	204/560,000
		05 (with Balcony)	384/560,000
		06 (with Balcony)	386/560,000
		07 (with Balcony)	273/560,000
		08 (with Balcony)	269/560,000
		09 (with Balcony)	269/560,000
		10 (with Balcony)	269/560,000
		11 (with Balcony)	269/560,000
		12 (with Balcony)	200/560,000
		15 (with Balcony)	451/560,000
		16 (with Balcony)	278/560,000
		17 (with Balcony)	300/560,000
		18 (with Balcony)	332/560,000
		19 (with Balcony)	332/560,000
20 (with Balcony)	285/560,000		
21 (with Balcony)	291/560,000		
22 (with Balcony)	279/560,000		

In the numbering of floors, the 4/F, 13/F and 14/F are omitted.

## 14. 公契的摘要

### SUMMARY OF DEED OF MUTUAL COVENANT

Tower	Floor	Unit	Undivided Shares
2	19/F	01 (with Balcony, Private Flat Roof and Private Roof)	1,135/560,000
		06 (with Balcony and Private Roof)	420/560,000
		07 (with Balcony and Private Roof)	288/560,000
		08 (with Balcony and Private Roof)	284/560,000
		09 (with Balcony and Private Roof)	284/560,000
		10 (with Balcony and Private Roof)	284/560,000
		11 (with Balcony and Private Roof)	288/560,000
		12 (with Balcony and Private Roof)	215/560,000
		15 (with Balcony and Private Roof)	489/560,000
		16 (with Balcony and Private Roof)	298/560,000
		17 (with Balcony and Private Roof)	316/560,000
		18 (with Balcony and Private Roof)	297/560,000
		19 (with Balcony and Private Roof)	352/560,000
		20 (with Balcony and Private Roof)	300/560,000
		21 (with Balcony and Private Roof)	312/560,000

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

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

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

Each Owner of a Residential Unit shall contribute towards the Management Expenses of the Phase in such manner, amount and proportion as provided in the Deed of Mutual Covenant by reference to the Management Units allocated to his Residential Unit and the principles provided in the Deed of Mutual Covenant. The number of Management Units allocated to a Residential Unit is the same as the number of Undivided Shares as set out in paragraph 2 above.

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

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

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

Not applicable.

#### Notes:

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

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

1. 期數位於屯門市地段第547號（「該地段」）。
2. 據訂立於2016年9月8日的賣地協議及條件而在土地註冊處註冊為第22372號新批地契（「批地文件」）批出，該地段的批地年期由2016年9月8日起計50年並受制及受益於一份日期為2019年9月5日，以註冊摘要號碼19102901120013於土地註冊處註冊的通知書（「通知書」）。
3. 批地文件特別批地條款第(12)條規定：  
該地段或其任何部分或現已或將會興建於其上的任何建築物或任何建築物部分，除作為私人住宅用途外，不可作任何其他用途。
4. 批地文件一般批地條款第(5)(c)條規定：  
(c) 買方如有違反此等條款，或買方導致毗連或毗鄰土地或該地段損害或泥土及地下水污染，而地政總署署長（以下稱「署長」）（其意見將作最終論並對買方具有約束力）認為上述損害或泥土及地下水污染是因買方使用該地段、或發展或重建該地段或其任何部分、或於該地段上進行任何活動或工程所致，不論有關的使用、發展或重建、進行活動或工程乃遵從或違反此等批地條款亦然，買方須彌償政府所有由此導致的訴訟、法律程序、責任、訴求、費用、開支、損失（財務或其他性質）及索償和確保其免責。
5. 批地文件一般批地條款第(7)條規定：  
(a) 買方須於整個租約期內就根據此等條款進行的建築或重建（該詞語指本一般批地條款第(b)條提及的重新開發）：
  - (i) 按已批准的設計與規劃及任何已批准的建築圖則保養所有建築物，不得對其作出改變或更改；及
  - (ii) 保養所有已興建或今後可能按此等條款或其隨後任何契約修訂本興建的所有建築物，使其保持修葺良好堅固和狀況良好，並在租約期滿或提前終止時以同樣的修葺狀況交回。  
(b) 倘若在租約期內任何時候拆卸當時在該地段或其任何部分之上存在的任何建築物，買方須以相同類型和不少於原有總樓面面積的健全及堅固的一幢或多幢建築物或署長批准的類型和價值的一幢或多幢建築物作為代替。倘若進行上述拆卸，買方須在該拆卸的1個曆月內向署長提出申請以取得其同意在該地段進行重建的建築工程，並在收到上述同意後的3個曆月內展開所需的重建工程及在署長規定的時限內完成，以令署長滿意。
6. 批地文件一般批地條款第(9)條規定：  
此等條款訂明拓建的任何私家街、私家路及後巷，選址必須令署長滿意，並按照署長決定納入或不涵蓋於批租土地範圍並且無論屬何情況，必須有需要時免費交還政府。如向政府交還上述私家街、私家路及後巷，政府將進行該處的路面、路緣石、排水渠（包括污水及雨水渠）、渠道及路燈建設工程，費用由買方支付，其後則以公帑保養。如上述私家街、私家路及後巷仍屬於批租土地一部分，買方須自費在該處提供照明、路面、路緣石、排水渠、渠道及保養，以全面令署長滿意。署長可基於公眾利益按需要在該處執行或達致執行路燈安裝和保養路燈，買方須承擔路燈安裝工程資本開支，並且允許工人及車輛自由進出批租土地範圍，以便安裝和保養路燈。
7. 批地文件特別批地條款第(2)條規定：
  - (a) 買方現確認於本協議訂立日，除本文特別批地條款第(41)(a)(i)條所指的現存公用服務設施及本文特別批地條款第(43)(a)(i)條所指的現存雨水渠外，該地段，本文特別批地條款第(3)(a)(i)(1)條所指的綠色範圍及本文特別批地條款第(7)(a)條所指的黃色範圍上建有建築物、結構物及地基（該等建築物、結構物及地基以下統稱「現存結構物」）。
  - (b) 茲毋損本文一般批地條款第(5)條規定，買方將被視作已滿意及接受該地段於本協議訂立日的現狀及情況，並受制於現存結構物的存在，而買方不得因此或就此提出或作出任何性質的異議或索償。
  - (c) 買方須自費令署長全面滿意拆卸和拆除現存結構物（以下稱「拆卸工程」）。
  - (d) 倘因現存結構物的存在及進行拆卸工程導致或令買方蒙受任何損失，損害、滋擾或騷擾，政府、署長及其人員、承建商及代理和獲署長授權的任何其他人等概不承擔任何責任或義務。買方不可因現存結構物的存在或進行拆卸工程直接或間接引起或導致該地段或買方蒙受任何損害、騷擾、煩擾、損失或傷害而向政府、署長及其人員、承建商及代理和獲署長授權的任何其他人等作出任何索償。
  - (e) 買方須就現存結構物的存在及進行拆卸工程直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償，並確保其免責。
8. 批地文件特別批地條款第(3)條規定：
  - (a) 買方必須：
    - (i) 在2018年10月31日或之前或署長批准的其他日期，自費以署長批准的方式及物料，按署長批准的標準、水平、定線和設計，全面令署長滿意：
      - (I) 鋪設及構造在批地文件所夾附圖則以綠色顯示的日後興建公共道路部分（以下稱「綠色範圍」）；及
      - (II) 提供及建造署長全權酌情決定要求的橋、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路或其他結構物（以下統稱「該構築物」）以致可在綠色範圍進行興建建築物及供車輛及行人往來；
    - (ii) 在2018年10月31日或之前或署長批准的其他日期，自費令署長滿意在綠色範圍表面整飾、興建路緣及渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；及
    - (iii) 自費保養綠色範圍連同該構築物及在該處上及內建造、裝設及提供的所有結構物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物使署長滿意，直至按照本文特別批地條款第(4)條交還綠色範圍的管有予政府時為止。
  - (b) 倘若買方未能於指定日期或經署長批准的其他日期內履行其在本特別批地條款第(a)條的義務，政府可進行必要的工程，費用一概由買方負責，買方須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。
  - (c) 倘因買方履行本特別批地條款第(a)條的義務或政府行使本特別批地條款第(b)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

### 9. 批地文件特別批地條款第(4)條規定：

僅為進行拆卸工程及本文特別批地條款第(3)條規定的必要工程，買方於本協議日獲綠色範圍的管有。買方須在政府要求時把綠色範圍交回給政府，及無論如何須在署長發出的信函說明所有此等批地條款已妥善履行令其滿意當日被視為已由買方交回給政府。買方在管有綠色範圍期間，須在一切合理時間允許所有政府及公 車輛及行人自由通行及經越綠色範圍，並確保該通行不會因為進行拆卸工程及不論是否根據本文特別批地條款第(3)條進行的工程而受到干擾或妨礙。

### 10. 批地文件特別批地條款第(5)條規定：

未經署長事先書面同意，買方不得將綠色範圍用作儲物或興建任何臨時結構物或用作進行拆卸工程及本文特別批地條款第(3)條規定的工程以外的任何其他用途。

### 11. 批地文件特別批地條款第(6)條規定：

(a) 買方須於管有綠色範圍的所有合理時間：

- (i) 批准政府、署長及其人員、承建商及代理和獲署長授權的任何人士有權通行、進出、往返及行經該地段及綠色範圍，以便視察、檢查及監督拆卸工程及遵照本文特別批地條款第(3)(a)條規定進行的任何工程，以及進行、視察、檢查及監督本文特別批地條款第(3)(b)條規定的工程及署長認為於綠色範圍內必要的任何其他工程；
- (ii) 在政府或獲其授權的相關公用事業公司要求時，批准政府或獲其授權的相關公用事業公司有權通行、進出、往返及行經該地段及綠色範圍，以便在綠色範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或相鄰土地或場所提供電話、電力、煤氣（如有）及其他服務設施所需的其他傳導媒介及附帶設備。買方須就以上在綠色範圍內進行的任何工程所有相關事宜，與政府及獲其正式授權的相關公用事業公司充分合作；及
- (iii) 在水務監督的人員及彼等授權的其他人士要求時，批准水務監督的人員及彼等授權的其他人士有權通行、進出、往返及行經該地段及綠色範圍，以便在綠色範圍內進行任何有關任何其他水務設施的運作、保養、維修、更換及改動工程。

(b) 政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司均不會就政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司任何一方行使其權利或處理附帶於此等權利之事宜而令買方或任何其他人士招致或蒙受的任何損失、損害、滋擾或騷擾而負上責任。

### 12. 批地文件特別批地條款第(7)條規定：

- (a) 買方必須在2022年9月30日或之前或署長批准的其他日期，自費以署長批准的方式及物料，按署長批准的標準、水平、定線和設計鋪設、構造及園景在批地文件所夾附圖則以黃色顯示的部分（以下稱「黃色範圍」），全面令署長滿意。
- (b) 買方必須其後自費保養黃色範圍或其任何一個或多個部分全面令署長滿意，直至按照本文特別批地條款第(8)條交還黃色範圍的管有予政府時為止。

(c) 倘若買方未能於該指定日期或經署長批准的日期內履行其在本特別批地條款第(a)條的義務或買方未能履行其在本特別批地條款第(b)條的義務，政府可進行必要的工程，費用一概由買方負責並須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。

(d) 倘因買方履行本特別批地條款第(a)及(b)條的義務或政府行使本特別批地條款第(c)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。

### 13. 批地文件特別批地條款第(8)條規定：

僅為進行拆卸工程及本文特別批地條款第(7)條規定的必要工程，買方於本協議日獲黃色範圍的管有。買方須在政府要求時把黃色範圍或其任何一個或多個部分交回給政府，及無論如何黃色範圍須在署長發出的信函說明所有此等批地條款已妥善履行令其滿意當日被視為已由買方交回給政府。買方在管有黃色範圍或其任何一個或多個部分期間，須在一切合理時間允許所有政府及車輛及行人自由通行及經越黃色範圍或其任何一個或多個部分，並確保該通行不會因為進行拆卸工程及不論是否根據本文特別批地條款第(7)條進行的工程而受到干擾或妨礙。

### 14. 批地文件特別批地條款第(9)條規定：

未經署長事先書面同意，買方不得將黃色範圍或其任何一個或多個部分用作儲物或興建任何臨時結構物或用作進行拆卸工程及本文特別批地條款第(7)條規定的工程以外的任何其他用途。

### 15. 批地文件特別批地條款第(10)條規定：

(a) 買方須於管有黃色範圍或其任何一個或多個部分的所有合理時間：

- (i) 批准政府、署長及其人員、承建商及代理和獲署長授權的任何其他人士有權通行、進出、往返及行經該地段及黃色範圍或其任何一個或多個部分，以便視察、檢查及監督拆卸工程及遵照本文特別批地條款第(7)(a)條及第(7)(b)條規定進行的任何工程，以及進行、視察、檢查及監督本文特別批地條款第(7)(c)條規定的工程，及署長認為於黃色範圍或其任何一個或多個部分內必要的任何其他工程；
- (ii) 在政府或獲其授權的相關公用事業公司要求時，批准政府或獲其授權的相關公用事業公司有權通行、進出、往返及行經該地段及黃色範圍或其任何一個或多個部分，以便在黃色範圍或其任何一個或多個部分或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或相鄰土地或場所提供電話、電力、煤氣（如有）及其他服務設施所需的其他傳導媒介及附帶設備。買方須就以上在黃色範圍或其任何一個或多個部分內進行的任何工程所有相關事宜，與政府及獲其正式授權的相關公用事業公司充分合作。

(b) 倘因政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司任何一方行使其權利或處理附帶於此等權利之事宜導致或而令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司概不承擔任何責任或義務。



# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

### 16. 批地文件特別批地條款第(11)條規定：

買方須發展該地段，興建於其上一幢或多幢在所有方面符合批地文件和目前或任何時間在香港實施的關於建築、衛生、規劃的所有法例、附例和規例的建築物，該一幢或多幢建築物須在2022年9月30日或之前竣工並可入伙。

### 17. 批地文件特別批地條款第(13)條規定：

受制於此等條款，如該地段或其任何部分進行發展或重建（上述兩詞純粹指本文一般批地條款第7條所載的重建項目）：

- (a) 現已或將會興建於該地段上的任何或多幢建築物必須全面遵從《建築物條例》、其任何附屬規例及任何修訂法例的規定；
- (b) 如在該地段上或其任何部分或此等條款所規定該地段外任何一個或多個範圍興建任何一幢或多幢建築物，又或發展或使用該地段或其任何部分，或此等條款規定的該地段外任何一個或多個範圍，必須全面遵從《城市規劃條例》、其任何附屬規例及任何修訂法例的規定，否則不得進行；
- (c) 現已或將會興建於該地段上的任何一幢或多幢建築物的總樓面面積應不少於36,960平方米及不超過61,600平方米；
- (d) 現已或將會興建於該地段上的任何建築物或其他結構物的任何部分連同有關建築物或結構物的任何加建物或裝置（如有）的總高度不可高於香港主水平基準70米或署長全權酌情批准的其他高度限制，而買方須支付署長決定的任何地價和行政費用。然而，建築物天台可興建或放置超出上述高度限制的機房、冷氣機、水箱、梯屋及同類天台結構物，惟此等天台結構物的設計、大小和規劃必須令署長滿意；
- (e) (i) 如非事前獲署長書面批准，現已或將會興建於該地段上任何建築物或建築物群的面牆伸展長度不可達到或超過60米；及  
(ii) 於本特別批地條款第(e)(i)條而言：
  - (I) 署長就何謂建築物所作的決定為最終決定並對買方具有約束力；
  - (II) 如兩幢興建於該地段上建築物最短水平距離不足15米，任何現已或將會興建的兩幢或多幢建築物即被視作建築物群；
  - (III) 署長就何謂現已或將會興建於該地段上一幢建築物或建築物群的面牆伸展長度所作的決定為最終決定並對買方具有約束力；及
  - (IV) 計算本特別批地條款第(e)(i)條所載的面牆伸展長度時，將會計入兩幢建築物之間的空隙。署長就計算方法所作的決定為最終決定並對買方具有約束力；及
- (f) 現已或將會興建於該地段上任何一幢或多幢建築物的設計和規劃必須受制於署長書面批准，在署長正式批准前，該地段上不可動工進行任何建造工程（拆卸工程、本文特別批地條款第(41)(b)(i)條所指的現存公用服務設施改道工程、本文特別批地條款第(43)(g)(i)條所指現存雨水渠改道工程、土地勘測工程及地盤平整工程除外）。於此等條款，「建造工程」、「土地勘測工程」及「地盤平整工程」將以《建築物條例》、其任何附屬規例及任何修訂法例訂明的釋義為準。

### 18. 批地文件特別批地條款第(14)條規定：

- (a) 買方現確認於本協議訂立日，該地段毗連政府土地現存一座 喀廟（在批地文件附圖則以“Gurkha Temple”標記顯示作識別用途）（下稱「 喀廟」）。
- (b) 買方須於本協議的任何時間確保 喀廟不受干擾並須採取或促使他人在所有時間採取所有適當及充分的小心技巧及預防措施，特別於進行拆卸工程，本文特別批地條款第(7)條所指定的必要工程、本文特別批地條款第(41)(b)(i)條所指的現存公用服務設施改道工程、本文特別批地條款第(43)(g)(i)條所指的現存雨水渠改道工程及關於該土地的工程以防止對 喀廟造成任何損害或騷擾。就本(b)條而言，署長就何謂干擾 喀廟所作的決定將為最終決定，並對買方具有約束力。
- (c) 買方須立即向署長報告任何由買方、其承建商、員工或獲買方授權的人士對 喀廟或其任何部分造成的損害，買方並須自費於署長要求或批准的形式及時間內修復該等損害令署長全面滿意。
- (d) 倘因 喀廟的存在及用途導致或令買方或任何人士蒙受任何損害、滋擾或騷擾，政府概不承擔任何責任和義務。
- (e) 倘若買方未能於署長指定時限內履行其在本特別批地條款第(c)條的義務，政府可進行必要的工程，費用一概由買方負責，買方須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。
- (f) 倘因買方履行本特別批地條款第(c)條的義務或政府行使本特別批地條款第(e)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。
- (g) 買方須就拆卸工程、本文特別批地條款第(7)條所指的必要工程、本文特別批地條款第(41)(b)(i)條所指的現存公用服務設施改道工程、本文特別批地條款第(43)(g)(i)條所指的現存雨水渠改道工程及關於該土地的工程及根據本特別批地條款第(c)條進行的工程或買方根據本特別批地條款第(c)條而進行的工程所作的遺漏、疏忽或缺失、直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序包括但不限制於任何對 喀廟造成的損失或損害向政府彌償，並確保其免責。

### 19. 批地文件特別批地條款第(16)(a)(c)條規定：

- (a) 買方可於該地段內興建、建造及提供經署長書面批准的康樂設施及其附帶設施（以下稱「該等設施」）。該等設施的種類、大小、設計、高度及規劃亦須受制於事先取得署長書面批准。
- (c) 倘若該等設施的任何部分根據本特別批地條款第(b)條獲豁免計入總樓面面積之內（以下稱「獲豁免設施」）：
  - (i) 獲豁免設施須被指定為並構成本文特別批地條款第(24)(a)(v)條所指的公用地方之一部分；
  - (ii) 買方須自費保養獲豁免設施，使其保持修葺良好堅固和狀況良好，並運作獲豁免設施，令署長滿意；及
  - (iii) 獲豁免設施只可以供該地段上興建或擬興建的一幢或多幢住宅大廈的住客及其真正訪客使用，任何其他人士不得使用。

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

### 20. 批地文件特別批地條款第(17)條規定：

在該地段上或毗連的樹木，不得在未得到署長事先書面同意的情况下遭移除或受干擾。而署長在給予同意時，可以施加其認為合適的關於移植、補償性園景美化或重植的條款。

### 21. 批地文件特別批地條款第(18)條規定：

- (a) 買方須自費向署長提交園景設計圖，列明擬遵照本特別批地條款第(b)條規定在該地段內提供各園景工程的位置、規劃和佈局，以供署長批准。
- (b) (i) 該地段須有不少於20%面積種植樹木、灌叢或其他植物。
- (ii) 本特別批地條款第(b)(i)條所載的20%面積中，須有不少於50%（以下稱「綠化範圍」）範圍設於署長全權酌情決定的位置或水平，以確保綠化範圍在行人視線之內或可供進入該地段的任何人士通行。
- (iii) 署長就買方所建議園景工程是否如本特別批地條款第(b)(i)條所載為20%面積所作的決定為最終決定，並對買方具有約束力。
- (iv) 署長可全權酌情接納買方建議取代種植樹木、灌叢或其他植物的非種植綠化特色。
- (c) 買方須按照經批准的園景設計圖，自費令署長全面滿意在該地段進行園景工程，如非事前獲署長書面批准，不得對已批准的園景設計圖作任何修改、更改、改動、改變或替代。
- (d) 買方其後須自費保養和維修園景工程，以至安全、清潔、整齊、井然及健康，全面令署長滿意。
- (e) 根據本特別批地條款進行園景工程的一個或多個範圍，須被指定為並構成本文特別批地條款第(24)(a)(v)條所指的公用地方之一部分。

### 22. 批地文件特別批地條款第(19)(a)(d)條規定：

- (a) 可在該地段內提供看更或管理員或兩者的辦公設施，但須受制於下列條款：
  - (i) 署長認為該等設施對於現已或將會興建於該地段上的一幢或多幢建築物的安全、保安及良好管理是必要的；
  - (ii) 該等設施不得用作該地段全職及有必要聘請的看更或管理員或兩者的辦公設施以外的任何用途；及
  - (iii) 任何該等設施的位置須事先經署長書面批准。

就本特別批地條款第(a)條而言，辦公設施不得設置在該地段上任何擬用作或經改裝以用作一戶家庭的住所的建築物內。署長就一建築物是否為或擬用作一戶家庭的住所所作的決定為最終決定，並對買方具有約束力。
- (d) 根據本特別批地條款第(a)條在該地段內提供的辦公設施須被指定為並構成本文特別批地條款第(24)(a)(v)條所指的公用地方之一部分。

### 23. 批地文件特別批地條款第(20)(a)(c)條規定：

- (a) 可在該地段內提供看更或管理員或兩者的宿舍，但須受制於下列條款規限：
  - (i) 該等宿舍須位於該地段上已興建的其中一幢住宅單位大廈或署長書面批准的其他位置；及
  - (ii) 該等宿舍不得用作該地段全職及有必要聘請的看更或管理員或兩者的住所以外的任何用途。

就本特別批地條款第(a)條而言，宿舍不得設置在該地段上任何擬用作或經改裝以用作一戶家庭的住所的建築物內。署長就一建築物是否為或擬用作一戶家庭的住所所作決定為最終決定，並對買方具有約束力。

- (c) 根據本特別批地條款第(a)條在該地段內提供的看更或管理員宿舍須被指定為並構成本文特別批地條款第(24)(a)(v)條所指的公用地方之一部分。

### 24. 批地文件特別批地條款第(21)(a)(c)條規定：

- (a) 可在該地段內提供業主立案法團或業主委員會使用的一個辦事處，惟：
  - (i) 該辦事處不得用作為該地段及現已或將會興建於其上的建築物而成立的業主立案法團或業主委員會的會議及行政工作以外的任何用途；及
  - (ii) 該辦事處的位置須事先經署長書面批准。
- (c) 根據本特別批地條款第(a)條在該地段內提供的辦事處須被指定為並構成本文特別批地條款第(24)(a)(v)條所指的公用地方之一部分。

### 25. 批地文件特別批地條款第(27)條規定：

- (a) (i) 該地段內須設置署長滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會興建於該地段上一幢或多幢建築物的住客和彼等真正賓客、訪客或獲邀人士的車輛（以下稱「住宅停車位」），配置比率如下：
  - (i) 如該地段內建有一幢或多幢住宅單位大廈（擬用作一戶家庭作一個或多個住所的一幢或多幢獨立屋、半獨立屋或排屋除外），應根據下表所列現已或將會興建於該地段上各住宅單位的大小計算，除非署長同意有別於下表所列的其他配置比率則屬例外：

每個住宅單位的大小	擬提供住宅停車位數額
少於40平方米	每17.5個住宅單位或不足此數一個車位
不少於40平方米但少於70平方米	每10個住宅單位或不足此數一個車位
不少於70平方米但少於100平方米	每3.33個住宅單位或不足此數一個車位
不少於100平方米但少於130平方米	每1.27個住宅單位或不足此數一個車位
不少於130平方米但少於160平方米	每0.93個住宅單位或不足此數一個車位
不少於160平方	每0.74個住宅單位或不足此數一個車位

# 15. 批地文件的摘要

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- (II) 如該地段內建有擬用作一戶家庭作一個或多個住所的一幢或多幢獨立屋、半獨立屋或排屋，配置比率應如下計算：
- (A) 此等每幢總樓面面積少於160平方米的洋房配置一個車位；
- (B) 此等每幢總樓面面積不少於160平方米但少於 220平方米的洋房配置1.5個車位。倘根據本特別批地條款第(a)(i)(II)(B)條配置的車位數目為小數位數，則四捨五入為最接近之整數；及
- (C) 此等每幢總樓面面積為不少於220平方米的洋房配置兩個車位。
- 就本特別批地條款第(a)(i)條而言，署長就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所所作的決定將為最終決定，並對買方具有約束力。

- (ii) 就本特別批地條款第(a)(i)(I)條而言，根據本特別批地條款第(a)(i)(I)條配置的住宅停車位總數須分別根據本特別批地條款第(a)(i)(I)條中列表所載每個住宅單位面積計算的住宅停車位數額之總和。於此等批地條款而言，關於總樓面面積的「每個住宅單位大小」一詞指以下(I)與(II)之和：

- (I) 每個由該單位住客專用和專享的住宅單位之總樓面面積，須由該單位圍牆或矮牆外側開始量度，除非圍牆是分隔兩個毗鄰單位則例外並於該情況下，須由牆中央點開始量度，及須一併量度單位內的內部間隔牆及柱。但為免存疑，不包括單位內的所有於計算本文特別批地條款第(13)(c)條訂明的總樓面面積時不會連計在內的樓面面積；及
- (II) 個別住宅單位按比例分攤的住宅公用地方(釋義以下文所訂)總樓面面積，即計算於每個住宅單位圍牆以外供現已或將會興建於該地段上一幢或多幢建築物住客公用與共享的住宅公用地方之總樓面面積。但為免存疑，不包括單位內所有於計算本文特別批地條款第(13)(c)條訂明的總樓面面積時不會連計在內的樓面面積(該住宅公用地方以下稱「住宅公用地方」)，然後依照下列程式按比例分攤予每個住宅單位：

$$\text{住宅公用地方總樓面面積} \times \frac{\text{個別住宅單位依照本特別批地條款第(a)(ii)(I)條計算之總樓面面積}}{\text{所有住宅單位依照本特別批地條款第(a)(ii)(I)條計算之總樓面面積}}$$

- (iii) 該地段內須設置署長滿意的額外車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會興建於該地段上一幢或多幢建築物的住客和彼等真正賓客、訪客或獲邀人士的車輛，配置比率如下惟最少須設有兩(2)個該等車位：
- (I) 如現已或將會興建於該地段上任何的一幢住宅單位大廈設有超過七十五(75)個住宅單位，配置五(5)個車位；或
- (II) 採用署長批准的其他比率。

就本特別批地條款第(a)(iii)條而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一幢住宅單位大廈。署長就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所所作的決定將為最終決定，並對買方具有約束力。

- (iv) 根據本特別批地條款第(a)(i)(I)及(a)(iii)條提供的車位(可遵照本文特別批地條款第(29)條規定調整)及根據本特別批地條款第(a)(i)(II)條提供的車位除作該分別訂明的用途外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。
- (b) (i) 買方應遵照建築事務監督之規定和批准，在根據本特別批地條款第(a)(i)(I)及(a)(iii)條設置的車位(可遵照本文特別批地條款第(29)條規定調整)中預留及劃出部分車位供根據《道路交通條例》、其任何附屬規例及任何修訂法例界定釋義的傷殘人士停泊車輛(此等預留及劃出的車位下稱「傷殘人士停車位」)惟根據本特別批地條款第(a)(iii)條設置的車位(可遵照本文特別批地條款第(29)條規定調整)最少須預留及劃出一(1)個車位。惟買方不得將所有根據本特別批地條款第(a)(iii)條設置的車位(可遵照本文特別批地條款第(29)條規定調整)預留或劃為傷殘人士停車位。
- (ii) 傷殘人士停車位應設於署長以書面批准的位置和水平。
- (iii) 傷殘人士停車位除供根據《道路交通條例》、其任何附屬規例及任何修訂法例界定釋義的傷殘人士停泊屬於現已或將會興建於該地段的一幢或多幢建築物的住客及彼等真正賓客、訪客或獲邀人士的車輛外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。
- (c) (i) 該地段內須設置署長滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例和任何修訂法例持牌而屬於現已或將會興建於該地段上一幢或多幢建築物的住客和彼等真正賓客、訪客或獲邀人士的電單車(以下稱「電單車停車位」)，配置比率為現已或將會興建於該地段上一幢或多幢建築物內每100個住宅單位或不足此數分配一(1)個車位，或採用署長批准的其他比率。就本特別批地條款第(c)(i)條而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一個住宅單位。署長就何謂獨立屋、半獨立屋或排屋以及此等洋房是否擬用作一戶家庭的住所所作的決定將為最終決定，並對買方具有約束力。
- (ii) 電單車停車位(可遵照本文特別批地條款第(29)條規定調整)除作本特別批地條款(c)(i)條訂明的用途外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。
- (d) 該地段內須設置署長滿意的車位，以供停泊屬於現已或將會興建於該地段上一幢或多幢建築物住客及彼等真正賓客、訪客或獲邀人士的單車，配置比率為每15個住宅單位或不足此數而每個住宅單位以總樓面面積計算少於70平方米配置一(1)個車位，或採用署長批准的其他比率。於本特別批地條款第(d)條而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一個住宅單位。署長就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所所作的決定將為最終決定，並對買方具有約束力。
- (e) (i) 除傷殘人士停車位外，根據本特別批地條款第(a)(i)(I)條及(a)(iii)條提供的每個車位(可遵照本文特別批地條款第(29)條規定調整)及根據本特別批地條款第(a)(i)(II)條提供的車位必須為2.5米闊及5.0米長，最小淨空高度為2.4米。
- (ii) 每個傷殘人士停車位的尺寸須依照建築事務監督要求及批准。
- (iii) 每個電單車停車位(可遵照本文特別批地條款第(29)條規定調整)必須為1.0米闊及2.4米長，最小淨空高度為2.4米，或採用署長批准的其他最小淨空高度。
- (iv) 根據本特別批地條款第(d)條提供的每個車位必須採用署長書面批准的尺寸。

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

### 26. 批地文件特別批地條款第(28)條規定：

- (a) 該地段內須設置署長滿意的車位，以供貨車裝卸貨物，配置比率為現已或將會興建於該地段上的一幢或多幢建築物內每800個住宅單位或不足此數配置一(1)個車位或採用署長批准之其他比率，惟現已或將會興建於該地段上每幢住宅單位大廈最少須設置一(1)個上落貨車位。上落貨車位應設於每幢住宅單位大廈內或毗連該處。就本特別批地條款第(a)條而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一幢住宅單位大廈。署長就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所所作出的決定將為最終決定，並對買方具有約束力。
- (b) 根據本特別批地條款第(a)條提供的每個車位必須為3.5米闊及11.0米長，最小淨空高度為4.7米。此等車位除供現已或將會興建於該地段上的一幢或多幢建築物相關的貨車上落貨外，不得作任何其他用途。

### 27. 批地文件特別批地條款第(31)條規定：

- (a) 即使買方已按署長滿意的方式遵守和履行此等條款，住宅停車位及電單車停車位仍不得：
  - (i) 進行轉讓，除非：
    - (I) 連同賦予專有權使用及管有現已或將會興建於該地段上的一幢或多幢建築物當中一個或多個住宅單位之不分割份數一併轉讓；或
    - (II) 承讓的人士現已擁有具專有權使用及管有現已或將會興建於該地段上的一幢或多幢建築物當中一個或多個住宅單位的不分割份數；或
  - (ii) 分租(除非分租予現已或將會興建於該地段上一幢或多幢建築物當中之住宅單位的住客)，惟在任何情況下，不得轉讓或分租總數超過三個住宅停車位及電單車停車位予現已或將會興建於該地段上一幢或多幢建築物內任何同一個住宅單位的業主或住客。
- (b) 即使本特別批地條款第(a)條有任何規定，買方可以在取得署長事先書面同意下，將所有住宅停車位和電單車停車位整體轉讓，但只可轉讓給買方全資擁有的附屬公司。
- (c) 本特別批地條款第(a)條的規定不適用於該地段的整體轉讓、分租、按揭或押記。
- (d) 本特別批地條款第(a)及(b)條的規定不適用於傷殘人士停車位。

### 28. 批地文件特別批地條款第(32)條規定：

根據本文特別批地條款第(27)(a)(iii)條(可遵照本文特別批地條款第(29)條規定調整)，第(27)(d)條及第(28)(a)條在該地段內提供的車位及傷殘人士停車位須被指定為並構成公用地方之一部分。

### 29. 批地文件特別批地條款第(34)條規定：

除通過批地文件所夾附圖則顯示及標記的X及Y點之間的Z點或署長書面批准的其他地點之外，買方無權以車輛進出該地段。如該地段進行發展或重建，建築工程的車輛可獲批准使用署長指定位置的臨時通道，但須受制於署長施加的條款。當完成發展或重建，買方需自費在署長指定的時限內將臨時通道的一個或多個範圍恢復原狀，令署長全面滿意。

### 30. 批地文件特別批地條款第(36)條規定：

- (a) 倘若為了或有關該地段或其任何部分之形成、平整或發展或根據批地文件買方須完成之任何其他工程

或因任何其他目的，於該地段內或任何政府土地中現時或以往曾經進行任何削走、移除或移後任何土地、或任何建造或填土或任何斜坡處理工程，不論以何種形式、亦不論有否獲得署長事先書面同意，買方須自費進行及建造為保護及支撐該地段內之土地及任何毗連或毗鄰政府土地或已租出土地及排除及防止其後發生之任何崩塌、山崩或下陷而當時或日後任何時間所須之斜坡處理工程，護土牆或其他支撐、保護、排水或附屬或其他工程。買方須於批地文件的批地年期內所有時間自費保養該土地、斜坡處理工程、護土牆或其他支撐、保護、排水或附屬或其他工程，以令其保持修葺良好堅固和狀況良好以令署長滿意。

- (b) 本特別批地條款第(a)條的任何規定不得影響政府在此等條款下的權利，尤其是本文特別批地條款第(35)條。
- (c) 倘若因或由於買方作出之形成、平整、發展或其他工程或因其他原因於任何時間不論在或由任何土地、在該地段內或任何毗連或毗鄰政府土地或已租出土地導致或引致崩塌、山崩或下陷，買方須自費使其回復原狀及將其修復令署長滿意，並須彌償政府、其代理及承建商因該崩塌、山崩或下陷而導致、蒙受或招致之所有費用、收費、損害賠償、訴求及申索。
- (d) 除了批地文件規定就任何違反此等條款的任何其他權利或補救之外，署長有權以書面通知要求買方進行、建造及保養該等土地、斜坡處理工程、護土牆、或其他支撐、保護、及排水或附屬或其他工程，或使其回復原狀及修復任何崩塌、山崩或下陷。倘若買方在該通知指定期限內忽視或未能遵守該通知以令署長滿意，署長可立即執行及進行任何必須之工程而買方須應要求向政府付還有關費用連同任何行政或專業費用及收費。

### 31. 批地文件特別批地條款第(37)條規定：

未經署長事先書面批准，不得於該地段允許使用壓碎岩石機械。

### 32. 批地文件特別批地條款第(38)條規定：

如果在發展或重建該地段或其任何部分時已安裝預應力地樁，買方須自費在預應力地樁的整個服務期限內定期保養與定期監察預應力地樁，令署長滿意，並在署長不時絕對酌情要求時向署長提交所有該等監察工程的報告和資料。如果買方忽略或未能進行要求的監察工程，署長可立即執行與進行該等監察工程，而買方須應要求付還其開支給政府。

### 33. 批地文件特別批地條款第(39)條規定：

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

### 34. 批地文件特別批地條款第(40)條規定：

買方須於所有時間，特別是在進行建造、保養、翻新或維修工程(下稱「工程」)時，採取或促使他人

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

採取所有適當及充分的小心、技巧及預防措施，避免對該地段、綠色範圍、黃色範圍、本文特別批地條款第(49)(a)條所指的綠色加交叉黑斜線範圍或該等其任何部分之上、上面、之下或毗連的任何政府或其他現有的排水渠、水路或水道、總水管、道路、行人路、街道設施、污水渠、明渠、喉管、電纜、電線、公用事業設施或任何其他工程或裝置（以下統稱「服務設施」）造成任何損害、騷擾或妨礙。買方在進行任何工程之前須進行或促使他人進行完善調查及查詢核實服務設施的現時位置及水平，並向署長提交處理任何可能被工程影響的服務設施各方面的建議書供其批准，且必須在取得署長對工程及上述建議書作出的書面批准後，才能進行該等工程。買方須遵從及自費履行署長在批准時對服務設施作出的任何要求，包括承擔進行任何必要的改道、重鋪或恢復原狀的費用。買方須自費維修、修復及使其回復原狀任何因工程對該地段、綠色範圍、黃色範圍、本文特別批地條款第(49)(a)條所指的綠色加交叉黑斜線範圍或該等其任何部分或任何服務設施以任何方式引起的任何損害、騷擾或妨礙（除非署長另作選擇，否則明渠、污水渠、雨水渠或總水管須由署長進行修復，而買方須應要求向政府支付該等工程的費用），令署長全面滿意。如買方未能對該地段、綠色範圍、黃色範圍、本文特別批地條款第(49)(a)條所指的綠色加交叉黑斜線範圍或該等其任何部分或任何服務設施進行任何該等必要的改道、重鋪、維修、修復及使其回復原狀工程，以令署長滿意，署長可進行其認為必要的任何該等改道、重鋪、維修、修復或使其回復原狀工程，而買方須應要求向政府支付該等工程的費用。

### 35. 批地文件特別批地條款第(41)條規定：

- (a) (i) 買方現確認於本協議訂立日，該地段、綠色範圍及黃色範圍之上、上面、之下有現有服務該地段毗鄰或毗連政府土地的公用服務設施，其中包括但不限於喉管、電線、電纜、儀錶、開關裝置及其他附帶裝置（以下統稱「現存公用服務設施」）。買方須自費進行或促使他人進行適當的勘測及必要的了解，確定現存公用服務設施的現時位置及水平。於本特別批地條款，署長就何謂現存公用服務設施所作的決定為最終決定並對買方具有約束力。
- (ii) 茲毋損本文一般批地條款第(5)條規定，買方將被視作已滿意及接受該地段於本協議訂立日的現狀及情況，並受制於現存公用服務設施的存在及用途，而買方不得因此或就此提出或作出任何性質的異議或索償。
- (iii) 倘因現存公用服務設施的存在及用途導致或令買方或任何人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任或義務，買方不可就任何此等損失、損害、滋擾或騷擾，向政府索償，不論為直接或間接由現存公用服務設施的存在及用途有關引起或導致。
- (iv) 除因以符合本特別批地條款第(b)(i)條所指而進行的現存公用服務設施改道工程為目的，買方不得拆卸、損害、更改、重置、干擾或妨礙或批准或容許拆卸、損害、更改、重置、干擾或妨礙現存公用服務設施或其任何一個或多個部分。
- (b) (i) 買方須在2022年9月30日或之前或署長批准的其他日期，自費令署長全面滿意進行更改現存公用服務設施之工程致使其置於該地段毗鄰或毗連政府土地部分或其他經署長批准或要求的位置（下稱「現存公用服務設施改道工程」）。
- (ii) 於現存公用服務設施改道工程開展前，買方須自費提交或促使他人提交予署長現存公用服務設施改道工程的建議書供其書面批准，且必須在取得署長對上述建議書作出書面批准後才能進行現存公用服務設施改道工程。
- (iii) 買方須自費於根據本特別批地條款第(b)(i)條指定時限內進行及完成署長批准的現存公用服務設施改道工程並符合所有署長批准時的附加要求，包括但不限制於提供、建造、保養、維修、拆卸和拆除現存公用服務設施的費用令署長全面滿意。

(iv) 現存公用服務設施改道工程完成後，買方須自費保養興建或建造於現存公用服務設施改道工程所包含之公用設施或其他結構物（以下統稱「改道公用服務設施」）使其直至改道公用服務設施根據本特別批地條款(b)(v)條移交政府、保持狀況良好令署長全面滿意。

(v) 買方須應署長要求時，於署長指定時限內交還予署長改道公用服務設施令署長滿意，亦不得向署長收取任何形式的款項或補償。

(c) 倘若買方未能在於規定日期或經署長批准的日期內履行其在本特別批地條款第(b)條的義務，政府可進行必要的工程，費用一概由買方負責並須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。

(d) 倘因買方履行本特別批地條款第(b)條的義務或政府行使本特別批地條款第(c)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。

(e) (i) 買方須於所有合理時間批准政府、署長及其人員、承建商及代理和獲署長授權的任何人士（不論有否帶同工具、設備、裝置、器械及車輛）有權自由及不受限制通行、進出、往返及行經該地段、綠色範圍（於買方佔管期間）及黃色範圍或其中一部分或多個部分（於買方佔管期間）及任何現已興建或將會興建在上的一幢或多幢建築物以便視察、運作、保養、修理和更新現存公用服務設施及改道公用服務設施、視察、檢查及監督現存公用服務設施改道工程及進行、視察、檢查及監督本特別批地條款第(c)條之工程或署長認為必要的任何其他工程。

(ii) 倘因根據本特別批地條款第(e)(i)條或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府、署長及其人員、承建商及代理及獲署長根據本特別批地條款第(e)(i)條獲署長授權的任何人士概不承擔任何責任或義務，及買方不得就任何該等損失、損害、滋擾或騷擾而向任何該等人士作出索償。

(f) 買方須就現存公用服務設施的存在及用途、進行現存公用服務設施改道工程及買方、其人員、代理人、承建商、工人及僱員就現存公用服務設施改道工程作出或遺漏的任何事情直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償，並確保其負責。

### 36. 批地文件特別批地條款第(42)條規定：

(a) 當署長認為必需時，買方須自費在該地段範圍內或在政府土地建造及維持排水道和渠道，從而將降於或流入該地段的所有雨水及天雨水截流和引入最近的河道、集水溝、水道或政府雨水渠以令署長滿意。買方須獨自負責並彌償政府及其人員因該等雨水或天雨水導致任何損毀或滋擾而引起的所有訴訟、索償和訴求。

(b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠（當已鋪設及用）的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對買方負責。買方須應要求向政府支付上述連接工程的費用。該等連接工程亦可由買方自費進行，以令署長滿意。在此情況下，上述連接工程的任何一段若在政府土地內建造，必須由買方自費保養，且買方須應要求移交給政府，由政府自費負責日後的保養。買方須應要求向政府支付有關上述連接工程的技術審查的費用。如買方未能保養在政府土地內建造的上述連接工程的任何一段，署長可進行其認為必要的保養工程，買方須應要求向政府支付上述工程的費用。

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

### 37. 批地文件特別批地條款第(43)(a)至(g)條規定：

- (a) (i) 買方現確認於本協議訂立日，綠色範圍、黃色範圍及該地段部分在批地文件所夾附圖則以粉紅色加黑斜線顯示範圍及標記“D.R.”（下稱「渠務專用範圍」），現存直徑900毫米之雨水渠通過，其大約位置、定線在批地文件所夾附圖則以藍色線作顯示用途（下稱「現存雨水渠」）。
- (ii) 茲毋損本文一般批地條款第(5)條規定，買方將被視作已滿意及接受該地段於本協議訂立日的現狀及情況，並受制於現存雨水渠的存在及用途，而買方不得因此或就此提出或作出任何性質的異議或索償。
- (iii) 倘因現存雨水渠的存在及用途導致或令買方或其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任或義務，買方不可就現存雨水渠的存在及用途直接或間接引起或導致的任何該等損失、損害、滋擾或騷擾而向政府作出任何索償。
- (b) (i) 買方須自費進行或促使他人進行完善調查及查詢以核實現存雨水渠的真確位置、定線、水平及程度。買方須於本協議6個歷月內或署長批准的其他日期，自費提交或促使他人提交予署長書面批准一份令署長全面滿意的報告（下稱「報告」）其中包含署長要求有關現存雨水渠真確位置、定線、水平及程度的有關資料及事項。
- (ii) (I) 買方同意在其根據本特別批地條款第(b)(i)條提交予署長報告後，署長可勾劃現存雨水渠的真確位置、定線、水平及程度及按署長全權酌情指定向買方發出書面通知調整渠務專用範圍的位置及定線（署長就此所作的決定為最終決定並對買方具有約束力）。就署長根據本(b)(ii)(I)條而已調整的渠務專用範圍稱為「已調整渠務專用範圍」。
- (II) 已調整渠務專用範圍須替代及代替渠務專用範圍而本特別批地條款第(c)、(e)及(g)(iii)條內指的渠務專用範圍須應用於已調整的渠道專用範圍而於該(c)、(e)及(g)(iii)內指的「渠務專用範圍」由「已調整渠務專用範圍」所替代及代替。
- (iii) 在署長書面批准報告前，該地段上或其任何部分不可動工進行建造工程（拆卸工程及土地勘測工程除外）。
- (c) (i) 於渠務專用範圍、其之上、上面、上方、之下、下方或內部不可興建、建造或放置任何建築物、結構物、任何建築物或結構物的支承托物或地基或伸延物。
- (ii) 即使本特別批地條款第(c)(i)條之規定，如事前獲署長書面同意及受制於署長全權酌情制定的該等條款與條件包括所要求的行政及地價費用，買方可在渠務專用範圍興建、建造或放置圍牆、圍欄或小型結構物，惟倘及當署長要求，買方須自費在署長指定的期限內並令署長全面滿意拆除或拆卸此等圍牆、圍欄或結構物並恢復渠務專用範圍原狀及如買方未能在指定期限內或按緊急情況所需進行上述拆除、拆卸及恢復原狀工程，署長可按其視為需要執行該等工程。買方須應要求向政府支付有關工程的費用。
- (iii) 買方須就可興建、建造或放置於渠務專用範圍的圍牆、圍欄或其他小型結構物直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償，並確保其免責。
- (d) 於本協議的任何時間，政府、署長及獲其授權的人員、代理人、承建商、其或該等的工人及其他獲署長授權人員（以下統稱「相關人員」），（不論有否帶同工具、設備、器械或車輛）有權於所有時候自由及不受限制通行、進出、往返及行經該地段或其任何部分及現已興建及將興建於其上的任何建築物或結構物，以便因應署長所要求或授權鋪設、視察、修理、更換及保養現存雨水渠。

- (e) 任何可妨礙現存雨水渠通路或引致其超出負擔的物件或物質（不論其性質）（包括署長根據本特別批地條款第(c)(ii)條批准的圍牆、圍欄及其他小型結構物）概不能放置於渠務專用範圍。在署長認為於渠務專用範圍存在物件或物質可妨礙現存雨水渠通路或引致其超出負擔（署長對此所作決定為最終的決定及對買方具有約束力），署長有權以書面通知要求買方於署長指明時限內，自費及令署長全面滿意拆卸和拆除該等物件或物質及恢復渠務專用範圍原狀。如買方忽視或未能於指定時段內遵從該通知，或按緊急情況所需，署長可進行其認為需要的該等拆卸、拆除和復原工程而買方須應政府要求向政府支付有關工程的費用。
- (f) 除必須恢復其行使上述權利和權力時挖掘的坑槽至原狀外，倘因相關人員行使本特別批地條款第(d)條的權利或其他情況而導致或令買方或其他任何人士蒙受任何損失、損害、滋擾或騷擾政府及相關人員概不承擔任何責任，及買方不得就該等損失、損害、滋擾或騷擾而向政府或相關人員作出索償。
- (g) (i) 受制於事先取得署長書面批准及其全權酌情制定的該等條款及條件，包括所要求的任何地價及行政費用，買方可自費令署長全面滿意進行更改現存雨水渠或其任何一部份或多個部份之該等工程致使其置於署長批准位於該地段內或外的一個或多個位置及水平，物料及標準，規格及設計（下稱「現存雨水渠改道工程」）。買方根據署長書面批准而更改的現存雨水渠連同現存雨水渠未被更改的任何一部份或多個部份（如有）下稱「改道雨水渠」。
- (ii) 倘若改道雨水渠完全置於該地段內或部份於該地段內及部份於該地段外，則該地段部份或多部份位於由改道雨水渠外方表面起量度3.0米距離內的範圍須構成一新的渠務專用範圍（該勾劃及被指明於署長致買方一封或多封信函中的該面積下稱「新渠務專用範圍」）並替代渠務專用範圍，或倘若渠務專用範圍已跟據本特別批地條款第(b)(ii)(II)條被替代及代替之已調整渠務專用範圍，而本特別批地條款第(c)、(d)及(e)及(g)(iii)條須適用於新渠務專用範圍及改道雨水渠及就：
  - (I) 本特別批地條款第(c)、(e)及(g)(iii)條下的「渠務專用範圍」由「新渠務專用範圍」所替代及代替；或
  - (II) 本特別批地條款第(c)、(e)及(g)(iii)條下並已根據本特別批地條款第(b)(ii)(II)條而替代及代替的「已調整渠務專用範圍」須進一步由「新渠務專用範圍」所替代及代替；及
  - (III) 本特別批地條款第(d)及(e)條下「現存雨水渠」由「改道雨水渠」所替代及代替。
- (iii) 倘若改道雨水渠完全置於該地段外而該地段並沒任何部份為由改道雨水渠外方表面起量度3.0米距離，渠務專用範圍則終止存在。

### 38. 批地文件特別批地條款第(44)(a)、(b)、(d)及(e)條規定：

- (a) 買方須在本協議訂立日後6個歷月內或署長批准的其他期限，自費令渠務署署長全面滿意向渠務署署長提交或促使他人提交予其書面批准的一份渠務影響評估（下稱「DIA」），其中應包括渠務署署長可要求的資料及事項，包括但不限於發展該地段所引起的一切負面渠務影響，以及建議的緩解措施、改善工程及其他措施和工程。
- (b) 買方須在渠務署署長指定的期限內，自費令渠務署署長全面滿意進行與實施經渠務署署長批准的DIA所載的建議措施。
- (d) 在渠務署署長書面批准渠務影響評估前，在該地段上或其任何部分不可動工進行建造工程（拆卸工程及土地勘測工程除外）。

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(e) 為免存疑和茲毋損本文一般批地條款第(5)條規定，買方現明確確認及同意其將獨自承擔責任，自費令渠務署署長全面滿意進行與實施經渠務署署長批准DIA所載的建議措施。倘因買方履行本特別批地條款責任或其他情況導致或令買方蒙受任何費用、損害或損失，政府及其人員概不承擔任何責任或義務，及買方不可就任何該等費用、損害或損失而向政府或其人員作出索償。

### 39. 批地文件特別批地條款第(45)條規定：

- (a) 買方須在本協議訂立日後的6個曆月內或署長批准的其他期限，自費令署長全面滿意向署長提交或促使他人提交予其書面批准的一份發展該地段的噪音影響評估(下稱「噪音影響評估」)，其中應包括署長可要求的資料及事項，包括但不限於發展該地段所引起的一切負面噪音影響和所作出適當的噪音消減措施的提議(下稱「噪音消減措施」)。
- (b) 買方須在署長指定的期限內，自費令署長全面滿意進行與實施經署長批准的噪音影響評估所載的噪音消減措施(下稱「獲批准噪音消減措施」)。
- (c) 在署長書面批准噪音影響評估前，在該地段上或其任何部分不可動工進行建造工程(拆卸工程、現存公用服務設施改道工程、現存雨水渠改道工程、地盤平整工程及土地勘測工程除外)。
- (d) 倘因買方履行本特別批地條款責任或其他情況導致或令買方蒙受任何費用、損害或損失，政府及其人員概不承擔任何責任或義務，及買方不可就任何該等費用、損害或損失而向政府及其人員作出索償。

### 40. 批地文件特別條款第(46)條規定：

倘若獲批准噪音消減措施中包括在該地段上興建或建造一個或多個隔音屏障並伸延至超出該地段的地界至任何毗鄰政府土地任何部分之上或上方(下稱「隔音屏障」)，以下條件將適用：

- (a) 買方須自費按照獲建築事務監督批准的圖則設計、興建及建造隔音屏障，並必須全面遵從《建築物條例》、任何附屬規例及任何修訂法例的規定；
- (b) 不得在任何該地段毗鄰的政府土地之上、上面或下面興建隔音屏障的地基或承托物；
- (c) 未經署長的事先書面批准，不可對隔音屏障或其一部分或多個部分作出任何改動、增建、更換或任何性質的附加附屬裝置；
- (d) 買方須在任何時間自費維護、保養和維修隔音屏障或(如獲署長批准)任何更換的隔音屏障，使其保持修葺良好堅固和狀況良好令署長全面滿意，及如為進行本第(d)條規定的任何工程而需臨時封閉交通或改道，須得到運輸署署長對臨時交通安排的書面同意才可開展任何工程；
- (e) 隔音屏障只可用作阻隔噪音用途，未經署長的事先書面批准，買方不得使用或容許或允許隔音屏障或其一個或多個部分用作廣告宣傳用途或展示任何標誌、通告或任何海報；
- (f) 受制於得到署長事先書面批准，買方、其承辦商、工人或獲買方授權的任何其他人士(無論是否帶同工具、設備、裝置、機器或車輛)可獲批准進入該地段毗鄰的政府土地，以便按本特別批地條款進行興建、建造、視察、維修、保養、清潔、更新及更換伸延到政府土地上的方的隔音屏障之一部分或多個部分；
- (g) 倘因買方或任何其他人士進入或進行本特別批地條款第(f)條所指的工程導致或令其蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何責任或義務。買方不可就此等任何損失、損害、滋擾或干擾而向政府作出任何索償；

- (h) 買方須在所有時間採取所需的預防措施，以防止對任何該地段毗鄰的政府土地及隔音屏障或對任何因興建、建造、存在、視察、維修、保養、清潔、更新、更換、改動、使用、拆卸或拆除隔音屏障而進入或使用任何該地段毗鄰的政府土地及隔音屏障的人士或車輛造成任何損害或傷害；
- (i) 署長有權於任何時間行使其絕對酌情權向買方送達書面通知，要求買方於書面通知之日起的6個曆月內拆卸及拆除伸延至政府土地的一部分或多個部分隔音屏障，並不得作出更換，而買方須於該書面通知規定的期限內自費拆卸及拆除上述隔音屏障的一個或多個部分至署長全面滿意；
- (j) 如果買方未能履行在本特別批地條款的任何責任，署長可進行他認為必要的工程，買方須應要求時向政府支付該等工程的費用；
- (k) 買方須於本協議期間的所有時間批准署長及其人員、承辦商、代理人 and 工人和任何獲署長授權的人士(不論有否帶同工具、設備、裝置、器械或車輛)有權自由及不受限制通行、進出、往返及行經該地段或其任何部分及任何於該地段現已興建或將興建的一幢或多幢建築物，以便視察、檢查和監督任何根據本特別批地條款第(a)、(d)及(i)條進行的任何工程及根據本特別批地條款第(j)條進行的任何工程或署長認為需要的任何其他工程；
- (l) 倘因買方或任何其他人士在履行本特別批地條款的責任、署長行使本特別批地條款第(k)條進入權或按本特別批地條款第(j)條進行任何工程導致或令其蒙受所引起任何損失、損害、滋擾或干擾，政府及署長概不承擔任何責任或義務。買方不可就此等損失、損害、滋擾或干擾而向政府或署長或其授權的人員作出任何索償；
- (m) 買方須於任何時間就興建、建造、存在、視察、維修、保養、清潔、更新、更換、更改、使用、拆卸或拆除隔音屏障或本特別批地條款第(k)條的相關工程直接或間接產生的所有責任、損失、損害、索償、費用、開支、收費、訴求、訴訟及法律程序向政府、署長及其人員、承辦商、代理人 and 工人和任何獲署長根據本特別批地條款第(j)條授權的人士彌償，並確保其免責。

### 41. 批地文件特別批地條款第(47)條規定：

- (a) 買方須在本協議訂立日後的6個曆月內或署長批准的其他期限，自費令規劃署署長全面滿意向規劃署署長提交或促使他人提交予其書面批准的一份空氣流通評估(下稱「AVA」)，其中應包括規劃署署長可要求的資料及事項，包括但不限於發展該地段所引起對行人的風環境的一切可能影響及對空氣流通、設計、改善工程、緩解措施及其他措施及工程的提議。
- (b) 買方須在規劃署署長指定的期限內，自費令規劃署署長全面滿意進行與實施經規劃署署長批准AVA所載的提議。
- (c) 在規劃署署長書面批准AVA前，在該地段上或其任何部分不可動工進行建造工程(拆卸工程、現存公用服務設施改道工程及土地勘測除外)。
- (d) 為免存疑和茲毋損本文一般批地條款第(5)條規定，買方現明確確認及同意其將獨自承擔責任、自費令規劃署署長全面滿意進行與實施AVA所載的提議措施。倘因買方履行本特別批地條款責任或其他情況導致或令買方蒙受任何費用、損害或損失，政府及其人員概不承擔任何責任或義務，及買方不可就任何此等費用、損害或損失而向政府或其人員作出索償。

### 42. 批地文件特別批地條款第(48)(a)、(b)、(d)及(e)條規定：

- (a) 買方須在本協議訂立日後的6個曆月內或署長批准的其他期限，自費令環境保護署署長全面滿意向

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環境保護署署長提交或促使他人提交予其書面批准的一份污水影響評估(下稱「SIA」)，其中應包括環境保護署署長可要求的資料及事項，包括但不限於發展該地段的一切負面渠務影響、由其他規劃及致力發展項目流向相同引水區的污水流量，以及建議的緩解措施、改善工程及其他措施及工程。

- (b) 買方須在環境保護署署長指定的期限內，自費令環境保護署署長全面滿意進行與實施經環境保護署署長批准SIA所載的建議。
- (d) 在環境保護署署長書面批准SIA前，在該地段上或其任何部分不可動工進行建造工程(拆卸工程、現存公用服務設施改道工程、現存雨水渠改道工程及土地勘測除外)。
- (e) 為免存疑和茲毋損本文一般批地條款第(5)條規定，買方現明確確認及同意其將獨自承擔責任、自費令環境保護署署長全面滿意進行與實施經環境保護署署長批准SIA所載的建議措施。倘因買方履行本特別批地條款責任或其他情況導致或令買方蒙受任何費用、損害或損失，政府及其人員概不承擔任何責任或義務，及買方不可就該等費用、損害或損失而向政府及其人員作出索償。

### 43. 批地文件特別批地條款第(49)條規定：

- (a) 買方確認該土地可能由於該地段的範圍內及該地段範圍外以綠色加交叉黑斜線顯示於批地文件所夾附圖則上(下稱「綠色加交叉黑斜線範圍」)的天然山坡性質而受山泥傾瀉和巨石下墜的危害所影響。
- (b) (i) 買方須於2017年9月30日或之前或署長批准的其他期限自費進行及完成令署長全面滿意，於該地段及綠色加交叉黑斜線範圍內的岩土勘測(下稱「岩土勘測」)，以便研究天然山坡山泥傾瀉危害。
  - (ii) 岩土勘測結果須包括一份將由署長批准的緩解提議以作為進行、完成及保養所有需要於該地段內及於綠色加交叉黑斜線範圍上建造的緩解及鞏固工程及相關工程、提供通道以便日後保養已完成的緩解及鞏固工程(該通道提供下稱「維持通道」)，以保障任何現已興建或將興建於該地段上的一幢或多幢建築物及住客或佔用人、其真正的賓客、訪客和獲邀進入者免受由於該地段及綠色加交叉黑斜線範圍山泥傾瀉及巨石下墜的危害。
  - (iii) 於該地段外或綠色加交叉黑斜線範圍上的任何維持通道提議必須受制於署長事先書面批准的約束及如經已批准，須作為已經署長絕對酌情決定的批准或要求的緩解提議之一部分(下稱「經批准緩解提議」)及甚至那時，署長有絕對酌情決定以書面通知要求買方自費於本協議任何時間內重置或消除於本地段外及綠色加交叉黑斜線範圍上的任何維持通道。
  - (iv) 除非得到署長事先書面批准，任何土地勘測、緩解及鞏固工程及相關工程，及建造維持通道不能於綠色加交叉黑斜線範圍上或政府土地上進行。
- (c) 買方須於2022年9月30日或之前或署長批准的其他期限，自費進行及完成令署長全面滿意，根據經批准緩解提議的該等緩解及鞏固工程及相關工程及維持通道(該等於該地段內的緩解及鞏固工程及相關工程、及維持通道以下統稱「內部工程」及該等於綠色加交叉黑斜線範圍或任何政府土地上的緩解及鞏固工程及相關工程、及維持通道以下統稱「外部工程」)。
- (d) 買方現確認及同意除非買方已證明因技術性原因，包括但不限於岩土及安全原因，工程為嚴格地需要及不能避免至署長全面滿意，否則不能進行外部工程。署長有絕對酌情決定於批准該等工程時施加其認為合適的條款及條件。
- (e) 買方現確認及同意已進行的岩土勘測及外部工程為一次性質及於該等工程完成令署長全面滿意前，受山泥傾瀉和巨石下墜危害的任何興建於該地段上或該地段內任何範圍之任何建築物的所有部分並不能被佔用或使用。

- (f) (i) 買方在協議的所有時間內須自費保養內部工程及外部工程修葺良好堅固和狀況良好令署長全面滿意，以確保內部工程及外部工程能繼續發揮其設定的作用。
  - (ii) 保養工程包括但不限於清理下墜於內部工程或外部工程或於本特別批地條款第(g)條所指的天然山坡危害緩解和鞏固工程圖則上所示的該地段或政府土地的山泥傾瀉泥石或巨石。
  - (iii) 如買方違反責任，沒有按規定保養內部工程及外部工程，除政府可針對買方而具有的權利和補救外，署長亦有權以書面通知要求買方在署長絕對酌情決定認為適當的限期內進行該等保養工程。倘若買方在該通知指定限期內忽視或未能遵守該通知令署長滿意，署長可立即執行及進行所需的保養工程而買方須應要求向政府付還有關費用連同任何行政和專業費用及收費。
- (g) 買方須自費到土地註冊處就該土地註冊已獲署長批准的圖則，顯示內部工程及外部工程的位置、性質和涵蓋範圍以及該地段及政府土地內買方可能須要或被要求進行保養工程的位置和範圍，包括於該地段及政府土地範圍根據本特別批地條款第(f)條買方可能須要或被署長要求進行清理山泥傾瀉泥石或巨石的範圍及維持通道(有關圖則下稱「天然山坡危害緩解和鞏固工程圖則」)。
- (h) 岩土勘測、內部工程及外部工程須全面遵從《建築物條例》，其任何附屬規例及任何修訂法例的規定及任何其他相關法例。
- (i) 為進行岩土勘測、進行及完成、視察及保養內部工程及外部工程為目的，買方有權由任何政府土地進出綠色加交叉黑斜線範圍及任何存在外部工程現已興建或將興建在上的政府土地而買方可能被要求或將被要求進行保養工程，包括受制於署長絕對酌情決定而可能施加的該等條款及條件清理於內部工程或外部工程上的山泥傾瀉泥石或巨石。
- (j) 倘因進行岩土勘測或因進行、視察及保養內部工程或外部工程而導致或令綠色加交叉黑斜線範圍、任何其他政府土地或任何該地段以外土地任何損害，買方須自費於署長規定時限內將其修復令署長全面滿意。
- (k) 買方須就其根據本特別批地條款正在進行或一直進行的工程或買方進行岩土勘測或內部工程及外部工程的設計、建造及保養的任何遺漏、疏忽或缺失，包括但不限於財產的損害或損失、喪失生命或身體受傷，直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償，並確保其免責。

44. 通知書再作規定當按照批地文件特別批地條款第(49)(c)條完成外部工程(根據批地文件特別批地條款第(49)(c)條所界定釋義)，買方將沒有義務根據批地文件特別批地條款第(49)(f)保養位於綠色加交叉黑斜線範圍內於通知書所夾附圖則以綠色加黑點顯示的部分內(「該範圍」)的內部工程，而買方根據批地文件特別批地條款第(49)(i)條於該範圍的通行及進出權將終止。

### 45. 批地文件特別批地條款第(52)條規定：

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

### 備註：

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



# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

1. The phase is situated on Tuen Mun Town Lot No.547 (the "lot").
2. The lot is held under the Agreement and Conditions of Sale dated 8 September 2016 and registered in the Land Registry as New Grant No.22372 ( the "Land Grant") for a term of 50 years commencing from the 8 September 2016 subject to and with the benefit of a Notification Letter dated 5 September 2019 and registered in the Land Registry by Memorial No.19102901120013 (the "Notification Letter").
3. **Special Condition No.(12) of the Land Grant stipulates that:**  
The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
4. **General Condition No.(5)(c) of the Land Grant stipulates that:**  
(c) The Purchaser hereby shall indemnify and keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director of Lands (hereinafter referred to as "the Director") (whose opinion shall be final and binding upon the Purchaser), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Purchaser whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.
5. **General Condition No.(7) of the Land Grant stipulates that:**  
(a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
  - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto; and
  - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.  
(b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.
6. **General Condition No.(9) of the Land Grant stipulates that:**  
Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Purchaser and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Purchaser in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Purchaser shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.
7. **Special Condition No.(2) of the Land Grant stipulates that:**
  - (a) The Purchaser hereby acknowledges that as at the date of this Agreement, other than the Existing Utilities referred to in Special Condition No.(41)(a)(i) hereof and the Existing Stormwater Drain referred to in Special Condition No.(43)(a)(i) hereof, there are some buildings, structures and foundations existing within the lot, the Green Area referred to in Special Condition No.(3)(a)(i)(I) hereof and the Yellow Area referred to in Special Condition No.(7)(a) hereof (which buildings, structures and foundations are hereinafter collectively referred to as "the Existing Structures").
  - (b) Without prejudice to the generality of the provisions of General Condition No.(5) hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Structures and no objection or claim of whatsoever nature shall be made or raised by the Purchaser in respect of or on account of the same.
  - (c) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Structures (hereinafter referred to as "the Demolition Works").
  - (d) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser by reason of the presence of the Existing Structures and the carrying out of the Demolition Works and the Purchaser shall not make any claim whatsoever against the Government, the Director and his officers, contractors and agents and any persons authorized by the Director for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever caused to the lot or to the Purchaser arising directly or indirectly out of or in connection with the presence of the Existing Structures or the carrying out of the Demolition Works.
  - (e) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Existing Structures and the carrying out of the Demolition Works.

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

### 8. Special Condition No.(3) of the Land Grant stipulates that:

- (a) The Purchaser shall:
  - (i) on or before the 31st day of October 2018 or such other date as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
    - (I) lay and form that portion of the future public road shown coloured green on the plan annexed to the Land Grant (hereinafter referred to as "the Green Area"); and
    - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures") so that building, vehicular and pedestrian traffic may be carried on the Green Area;
  - (ii) on or before the 31st day of October 2018 or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
  - (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(4) of the Land Grant.
- (b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfillment of the Purchaser's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

### 9. Special Condition No.(4) of the Land Grant stipulates that:

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

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

The Purchaser shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the Demolition Works and the works specified in Special Condition No.(3) hereof.

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

- (a) The Purchaser shall at all reasonable times while he is in the possession of the Green Area:
  - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising the Demolition Works and 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 Area;
  - (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
  - (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.

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

- (a) The Purchaser shall on or before the 30th day of September 2022 or such other date 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 lay, form and landscape the area shown coloured yellow on the plan annexed to the Land Grant (hereinafter referred to as "the Yellow Area").

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

- (b) The Purchaser shall thereafter at his own expense maintain the Yellow Area or any part or parts thereof in all respects to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Special Condition No.(8) of the Land Grant.
- (c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the date specified therein or such other date as may be approved by the Director or the non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.
- (d) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfillment of the Purchaser's obligations under sub-clauses (a) and (b) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

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

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

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

### 15. Special Condition No.(10) of the Land Grant stipulates that:

- (a) The Purchaser shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof:
  - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof for the purpose of inspecting, checking and supervising the Demolition Works and any works to be carried out in compliance with Special Condition Nos.(7)(a) and (7)(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(7)(c) hereof and any other works which the Director may consider necessary in the Yellow Area or any part or parts thereof;

- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area or any part or parts thereof.
- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.

### 16. Special Condition No.(11) of the Land Grant stipulates that:

The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with the Land Grant and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September 2022.

### 17. Special Condition No. (13) of the Land Grant stipulates that:

Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No.(7) hereof) of the lot or any part thereof:

- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 36,960 square metres and shall not exceed 61,600 square metres;
- (d) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 70 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may, subject to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director, approve, provided that machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit on condition that the design, size and disposition of the said roof-top structures are to the satisfaction of the Director;

## 15. 批地文件的摘要

### SUMMARY OF LAND GRANT

- (e) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected façade length of 60 metres or more; and
- (ii) for the purpose of sub-clause (e)(i) of this Special Condition:
  - (I) the decision of the Director as to what constitutes a building shall be final and binding on the Purchaser;
  - (II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;
  - (III) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Purchaser; and
  - (IV) in calculating the projected facade length referred to in sub-clause (e)(i) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Purchaser; and
- (f) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than the Demolition Works, the Diversion Works for the Existing Utilities referred to in Special Condition No.(41)(b)(i) hereof, the Diversion Works for the Existing Stormwater referred to in Special Condition No.(43)(g)(i) hereof, ground investigation and site formation Works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "building works", "ground investigation" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

#### 18. Special Condition No.(14) of the Land Grant stipulates that:

- (a) The Purchaser hereby acknowledges that as at the date of this Agreement there is a Gurkha Temple (which for identification purpose only is marked "Gurkha Temple (AM14-0018/B)" on the plan annexed to the Land Grant) existing within the Government land adjacent to the lot (hereinafter referred to as "the Gurkha Temple").
- (b) The Purchaser shall throughout the term hereby agreed to be granted ensure that the Gurkha Temple shall not be interfered with and shall take or cause to be taken all proper and adequate care, skill and precautions at all times, in particular when carrying out the Demolition Works, the necessary works specified in Special Condition No.(7) hereof, the Diversion Works for the Existing Utilities referred to in Special Condition No.(41)(b)(i) hereof, the Diversion Works for the Existing Stormwater Drain referred to in Special Condition No.(43)(g)(i) hereof and works in relation to the lot to avoid causing any damage or disturbance to the Gurkha Temple. For the purpose of this sub-clause (b), the decision of the Director as to what constitutes an interference with the Gurkha Temple shall be final and binding on the Purchaser.
- (c) Any damage caused to the Gurkha Temple or any part thereof by the Purchaser, his contractors, employees, or his authorized persons shall forthwith be reported to the the Director and all such damage shall be made good by the Purchaser at his own expense, within such time and in such manner as may be required or approved by the Director and in all respects to the satisfaction of the Director.

- (d) The Government shall have no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Purchaser or any person by reason of the presence and use of the Gurkha Temple.
- (e) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (c) of this Special Condition within the time limit as stipulated by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
- (f) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (c) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (g) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever including but without limitation to any loss of or damages to the Gurkha Temple arising whether directly or indirectly out of or in connection with the Demolition Works, the necessary works specified in Special Condition No.(7) hereof, the Diversion Works for the Existing Utilities referred to in Special Condition No.(41)(b)(i) hereof, the Diversion Works for the Existing Stormwater Drain referred to in Special Condition No.(43)(g)(i) hereof, and works in relation to the lot and works carried out pursuant to sub-clause (c) of this Special Condition or the omission, neglect or default by the Purchaser to carry out works pursuant to sub-clause (c) of this Special Condition.

#### 19. Special Condition Nos.(16)(a)(c) of the Land Grant stipulate that:

- (a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
  - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(24)(a)(v) hereof;
  - (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
  - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.

#### 20. Special Condition No.(17) 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.

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

- (a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b)
  - (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
  - (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
  - (iii) The decision of the Director on which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.
  - (iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof.

### 22. Special Condition Nos.(19)(a)(d) of the Land Grant stipulate that:

- (a) Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
  - (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the lot;
  - (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
  - (iii) the location of any such accommodation shall first be approved in writing by the Director.

For the purposes of this sub-clause (a), no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (d) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(24)(a)(v) hereof.

### 23. Special Condition Nos.(20)(a)(c) of the Land Grant stipulate that:

- (a) Quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
  - (i) such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
  - (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

For the purposes of this sub-clause (a), no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(24)(a)(v) hereof.

### 24. Special Condition Nos.(21)(a)(c) of the Land Grant stipulate that:

- (a) One office for the use of the Owners Corporation or the Owners' Committee may be provided within the lot provided that:
  - (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
  - (ii) the location of any such office shall first be approved in writing by the Director.
- (c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(24)(a)(v) hereof.

### 25. Special Condition No.(27) of the Land Grant stipulates that:

- (a)
  - (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at the following rates :
    - (l) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences) is or are provided within the lot, a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

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Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 17.5 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 10 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.33 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.27 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.93 residential units or part thereof
Not less than 160 square metres	One space for every 0.74 residential unit or part thereof

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

- (A) one space for each such house where its gross floor area is less than 160 square metres;
- (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub- clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and
- (C) two spaces for each such house where its gross floor area is not less than 220 square metres.

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

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

- (I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of the gross floor area stipulated in Special Condition No.(13)(c) hereof; and
- (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No.(13)(c) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula:

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

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:

- (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of five spaces for every block of residential units, or
- (II) at such other rates as may be approved by the Director.

For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(iv) The spaces provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No.(29) hereof) and sub-clause (a)(i)(II) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

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- (b) (i) Out of the spaces provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No.(29) hereof), the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No.(29) hereof) and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No.(29) hereof) to become the Parking Spaces for the Disabled Persons.
- (ii) The Parking Spaces for the Disabled Persons shall be located at such position and level as shall be approved in writing by the Director.
- (iii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Motor Cycle Parking Spaces") at a rate of one space for every 100 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director. For the purpose of this sub-clause (c)(i), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (ii) The Motor Cycle Parking Spaces (as may be varied under Special Condition No.(29) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 15 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres or at such other rates as may be approved by the Director. For the purpose of this sub-clause (d), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (e) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No.(29) hereof) and sub-clause (a)(i)(II) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) The dimension of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the Motor Cycle Parking Spaces (as may be varied under Special Condition No.(29) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.
- (iv) Each of the spaces provided under sub-clause (d) of this Special Condition shall be of such dimensions as may be approved in writing by the Director.

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

- (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this sub-clause (a), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.

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

- (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Space shall not be:
  - (i) assigned except
    - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
    - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
  - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking 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.

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

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

The spaces provided within the lot in accordance with Special Condition Nos.(27)(a)(iii) (as may be varied under Special Condition No.(29) hereof), (27)(d) and (28)(a) hereof and the Parking Spaces for the Disabled Persons shall be designated as and form part of the Common Areas.

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

The Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed to the Land Grant or at such other points as may be approved in writing by the Director. Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

#### 30. Special Condition No.(36) of the Land Grant stipulates that:

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term granted under the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No.(35) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

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

#### 31. Special Condition No.(37) of the Land Grant stipulates that:

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

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

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

#### 33. Special Condition No.(39) of the Land Grant stipulates that:

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Purchaser, remove the waste from and make good any damage done to the Government properties and the Purchaser shall pay to the Government on demand the cost thereof.

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

The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Green Area, the Yellow Area, the Green Cross-hatched Black Area referred to in Special Condition No.(49)(a) hereof or any part of any of them (hereinafter collectively referred to as "the Services"). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected



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by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Area, the Yellow Area, the Green Cross-hatched Black Area referred to in Special Condition No.(49)(a) hereof or any part of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Area, the Yellow Area, the Green Cross-hatched Black Area referred to in Special Condition No.(49)(a) hereof or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

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

- (a) (i) The Purchaser hereby acknowledges that as at the date of this Agreement, there are existing utility services including but not limited to pipes, wires, cables, meters, switches and other apparatus ancillary thereto being or running upon, over or under the lot, the Green Area and the Yellow Area serving the Government land adjoining or adjacent to the lot (hereinafter collectively referred to as "the Existing Utilities"). The Purchaser shall at his own expense make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Existing Utilities. For the purpose of this Special Condition, the decision of the Director as to what constitute the Existing Utilities shall be final and binding on the Purchaser.
  - (ii) Without prejudice to the generality of the provisions of General Conditions No.(5) hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence and use of the Existing Utilities and no objection or claim whatsoever shall be made or raised by the Purchaser in respect of or on account of the same.
  - (iii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person by reason of the presence and use of the Existing Utilities and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance whether arising directly or indirectly out of or in connection with the presence and use of the Existing Utilities.
  - (iv) Except for the purpose of carrying out the Diversion Works for the Existing Utilities referred to in such-clause (b)(i) of this Special Condition in accordance with the provisions therein, the Purchaser shall not demolish, damage, remove, divert, relocate, interfere with or obstruct or permit or suffer to be demolished, damaged, removed, diverted, relocated, interfered with or obstructed the Existing Utilities or any part or parts thereof.
- (b) (i) The Purchaser shall on or before the 30th day of September 2022 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director carry out works to divert the Existing Utilities to such part of the Government land adjoining or adjacent to the lot or to such other location as may be approved or required by the Director (hereinafter referred to as "the Diversion Works for the Existing Utilities").
  - (ii) Prior to commencement of the Diversion Works for the Existing Utilities, the Purchaser shall at his own expense submit to cause to be submitted to the Director for his written approval a proposal for the Diversion Works for the Existing Utilities. The Purchaser shall not carry out the Diversion Works for the Existing Utilities until the Director shall have given his written approval to the proposal.
  - (iii) The Purchaser shall at his own expense and within the time limit stipulated in sub-clause (b) (i) of this Special Condition carry out and complete the Diversion Works for the Existing Utilities as approved by the Director in compliance with all requirements which may be imposed by the Director in granting the aforesaid approval, including but not limited to the cost of provision, construction, maintenance, repair, demolition and removal of the Existing Utilities in all respects to the satisfaction of the Director.
  - (iv) Upon completion of the Diversion Works for the Existing Utilities, the Purchaser shall at his own expense maintain the utilities and other structures erected or constructed as part of the Diversion Works for the Existing Utilities (hereinafter collectively referred to as "the Diverted Utilities") in good condition and in all respects to the satisfaction of the Director until the Diverted Utilities shall be handed over to the Government in accordance with sub-clause (b)(v) of this Special Condition.
  - (v) The Purchaser shall when called upon to do so by the Director and within such time limit as shall be stipulated by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director handover the Diverted Utilities to the Director without any payment or compensation to the Purchaser.
- (c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
  - (d) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition or exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
  - (e) (i) The Purchaser shall at all reasonable times permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot, the Green Area (while the Purchaser is in possession of the same) and the Yellow Area or any part or parts thereof (while the

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Purchaser is in possession of the same) and any building or buildings erected or to be erected thereon for the purpose of inspecting, operating, maintaining, repairing and renewing the Existing Utilities and the Diverted Utilities, inspecting, checking and supervising the Diversion Works for the Existing Utilities and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition or any other works which the Director may consider necessary.

- (ii) The Government, the Director and his officers, contractors and agents and any persons duly authorized under sub-clause (e)(i) of this Special Condition shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise of the rights conferred under sub-clause (e)(i) of this Special Condition or otherwise, and no claim whatsoever shall be made against it or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (f) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and use of the Existing Utilities, the carrying out of the Diversion Works for the Existing Utilities and anything done or omitted to be done by the Purchaser, his officers, agents, contractors, workmen and servants in connection with the Diversion Works for the Existing Utilities.

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

- (a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Purchaser to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

#### 37. Special Condition Nos.(43)(a) to (g) of the Land Grant stipulate that:

- (a) (i) The Purchaser hereby acknowledges that as at the date of this Agreement, there is an existing stormwater drain of 900 millimetres in diameter passing through the Green Area, the Yellow Area and a portion of the lot shown coloured pink hatched black and marked "D.R." on the plan annexed to the Land Grant (hereinafter referred to as "the Drainage Reserve Area"), the approximate location and alignment of which for indication purposes only is shown by a blue line on the plan annexed to the Land Grant (hereinafter referred to as "the Existing Stormwater Drain").
- (ii) Without prejudice to the generality of the provisions of General Condition No.(5) hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence and use of the Existing Stormwater Drain and no objection or claim whatsoever shall be made or raised by the Purchaser in respect of or on account of the same.
- (iii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person by reason of the presence and use of the Existing Stormwater Drain and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance whether arising directly or indirectly out of or in connection with the presence and use of the Existing Stormwater Drain.
- (b) (i) The Purchaser shall at his own expense make or cause to be made such proper search and enquiry as may be necessary to ascertain the exact position, alignment, levels and extent of the Existing Stormwater Drain and shall within six calendar months from the date of this Agreement or such other 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 report (hereinafter referred to as "the Report") containing such information and particulars as the Director may require on the exact position, alignment, levels and extent of the Existing Stormwater Drain.
- (ii) (I) The Purchaser hereby agrees that after the submission of the Report to the Director in accordance with sub-clause (b)(i) of this Special Condition, the Director may delineate the exact position, alignment, levels and extent of the Existing Stormwater Drain and adjust the location and alignment of the Drainage Reserve Area at his sole discretion (as to which the decision of the Director shall be final and binding on the Purchaser) upon the Director giving written notice to the Purchaser to that effect. The Drainage Reserve Area that has been adjusted by the Director in accordance with this sub-clause (b)(ii)(I) shall hereinafter be referred to as "the Adjusted Drainage Reserve Area".
- (II) The Adjusted Drainage Reserve Area shall replace and substitute the Drainage Reserve Area and the provisions in sub-clauses (c), (e) and (g)(iii) of this Special Condition shall be applicable to the Adjusted Drainage Reserve Area with the references to "the Drainage Reserve Area" under the said sub-clauses (c), (e) and (g)(iii) being replaced and substituted by "the Adjusted Drainage Reserve Area".
- (iii) No building works (other than the Demolition Works and ground investigation) shall be commenced on the lot or any part thereof until the Report shall have been approved in writing by the Director.

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- (c) (i) No building, structure, support or foundation for any building or structure, or projection shall be erected, constructed or placed at, on, over, above, under, below or within the Drainage Reserve Area.
- (ii) Notwithstanding sub-clause (c)(i) of this Special Condition, with the prior written consent of the Director and subject to such terms and conditions as he may in his absolute discretion impose including the payment of any administrative fee and premium as he may require, the Purchaser may erect, construct or place boundary wall, fence or other minor structure on the Drainage Reserve Area provided that if and when required by the Director, the Purchaser shall at his own expense, within the period specified by and in all respects to the satisfaction of the Director, remove or demolish such boundary wall, fence or structure and reinstate the Drainage Reserve Area and if the Purchaser fails to carry out such removal, demolition or reinstatement works within the period specified or as required in an emergency, the Director may carry out such works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works.
- (iii) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expense, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the boundary wall, fence or other minor structure which may be erected, constructed or placed on the Drainage Reserve Area.
- (d) Throughout the term hereby agreed to be granted, the Government and the Director and his duly authorized officers, agents, contractors, his or their workmen and any persons authorized by the Director (hereinafter collectively referred to as "the relevant persons") with or without tools, equipment, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot or any part thereof and any building or structure erected or to be erected thereon for the purposes of laying, inspecting, repairing, replacing and maintaining the Existing Stormwater Drain which the Director may require or authorize.
- (e) No object or material of whatsoever nature (including the boundary wall, fence or other minor structure as may be approved by the Director under sub-clause (c)(ii) of this Special Condition) which may obstruct access or cause excessive surcharge to the Existing Stormwater Drain shall be placed within the Drainage Reserve Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Existing Stormwater Drain, the Director shall be entitled by notice in writing to call upon the Purchaser, within such time limit as may be specified by the Director, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Purchaser shall neglect or fail to comply with such notice within the period 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 Purchaser shall pay to the Government on demand the cost of such works.
- (f) Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Government and the relevant persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise by the relevant persons of the right conferred under sub-clause (d) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or the relevant persons by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (g) (i) Subject to the prior written approval of the Director who may give the approval on such terms and conditions as he may in his absolute discretion impose including the payment of any premium and administrative fee as he may require, the Purchaser may at his own expense and in all respects to the satisfaction of the Director carry out such works to divert the Existing Stormwater Drain or any part or parts thereof to such location or locations within or outside the lot and at such levels, with such materials and to such standard, specification and design as may be approved by the Director (hereinafter referred to as "the Diversion Works for the Existing Stormwater Drain"). The Existing Stormwater Drain that has been diverted by the Purchaser with the written approval of the Director together with any part or parts of the Existing Stormwater Drain not so diverted (if any) shall hereinafter be referred to as "the Diverted Stormwater Drain".
- (ii) In the event that the Diverted Stormwater Drain is located wholly within or partly within and partly outside the lot, such portion or portions of the lot being within a distance of 3.0 metres measured from the external surfaces of the Diverted Stormwater Drain shall form a new drainage reserve area (which area as delineated and specified in a letter or letters from the Director to the Purchaser is hereinafter referred to as "the New Drainage Reserve Area") in substitution of the Drainage Reserve Area or the Adjusted Drainage Reserve Area in the event that the Drainage Reserve Area has been replaced and substituted in accordance with sub-clause (b)(i)(II) of this Special Condition and the provisions in sub-clauses (c), (d) and (e) and (g)(iii) of this Special Condition shall be applicable to the New Drainage Reserve Area and the Diverted Stormwater Drain with the references to:
- (I) "the Drainage Reserve Area" under the said sub-clauses (c), (e) and (g)(iii) of this Special Condition being replaced and substituted by "the New Drainage Reserve Area"; or
- (II) "the Adjusted Drainage Reserve Area" under the said sub-clauses (c), (e) and (g)(iii) of this Special Condition as replaced and substituted in accordance with sub-clause (b)(ii)(II) of this Special Condition being further replaced and substituted by "the New Drainage Reserve Area"; and
- (III) "the Existing Stormwater Drain" under the said sub-clauses (d) and (e) of this Special Condition being replaced and substituted by "the Diverted Stormwater Drain"
- (iii) In the event that the Diverted Stormwater Drain is located wholly outside the lot without any portion of the lot being within a distance of 3.0 metres measured from the external surfaces of the Diverted Stormwater Drain, the Drainage Reserve Area shall cease to exist.

#### 38. Special Condition Nos.(44)(a), (b), (d) and (e) of the Land Grant stipulate that:

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

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

#### 39. Special Condition No.(45) of the Land Grant stipulates that:

- (a) The Purchaser shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a noise impact assessment (hereinafter referred to as "the NIA") on the development of the lot containing, among others, such information and particulars as the Director may require including but not limited to all adverse noise impacts on the development of the lot and proposals for appropriate noise mitigation measures (hereinafter referred to as "Noise Mitigation Measures").
- (b) The Purchaser shall at his own expense and within such time limit as shall be stipulated by the Director carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director.
- (c) No building works (other than the Demolition Works, the Diversion Works for the Existing Utilities, the Diversion Works for the Existing Stormwater Drain, site formation works and ground investigation) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.
- (d) The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of such cost, damage or loss.

#### 40. Special Condition No.(46) of the Land Grant stipulates that:

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

- (a) the Purchaser shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;

- (c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
- (d) the Purchaser shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director and if temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause (d), written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
- (e) the Noise Barrier shall not be used for any purpose other than for noise barrier and the Purchaser shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever except with the prior written consent of the Director;
- (f) subject to the prior written approval of the Director, the Purchaser, his contractors, workmen or any other persons authorized by the Purchaser shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part or parts of the Noise Barrier projecting over the Government land in accordance with this Special Condition;
- (g) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;
- (h) the Purchaser shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, presence, inspection, repair, maintenance, cleaning, renewing, replacement, alteration, use, demolition or removal of the Noise Barrier;
- (i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Purchaser a written notice requiring the Purchaser to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Purchaser shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (j) in the event of the non-fulfilment of any of the Purchaser's obligations under this Special Condition, the Director may carry out the necessary works and the Purchaser shall pay to the Director on demand the cost of such works;
- (k) the Purchaser shall, throughout the term hereby agreed to be granted, at all times permit the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;

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- (l) neither the Government nor the Director shall have any responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Purchaser shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and
- (m) the Purchaser shall indemnify and keep indemnified the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director under sub-clause (k) of this Special Condition from and against all liabilities, losses, damages, claims, costs, expenses, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, inspection, repair, maintenance, cleaning, renewing, replacement, alteration, use, demolition or removal of the Noise Barrier or in connection with the works under sub-clause (j) of this Special Condition.

#### 41. Special Condition No.(47) of the Land Grant stipulates that:

- (a) The Purchaser shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director of Planning submit or cause to be submitted to the Director of Planning for his written approval an air ventilation assessment (hereinafter referred to as "the AVA") containing, among others, such information and particulars as the Director of Planning may require including but not limited to all potential impacts on pedestrian wind environment as may arise from the development of the lot and proposals for air ventilation, design, improvement measures, mitigation measures and other measures and works.
- (b) The Purchaser shall at his own expense and within such time limit as shall be stipulated by the Director of Planning carry out and implement the proposals in the AVA as approved by the Director of Planning in all respects to the satisfaction of the Director of Planning.
- (c) No building works (other than the Demolition Works, the Diversion Works for the Existing Utilities and ground investigation) shall be commenced on the lot or any part thereof until the AVA shall have been approved in writing by the Director of Planning.
- (d) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No.(5) hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the proposals in the AVA as approved by the Director of Planning in all respects to the satisfaction of the Director of Planning. The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of such cost, damage, or loss.

#### 42. Special Condition Nos.(48)(a), (b), (d) and (e) of the Land Grant stipulate that:

- (a) The Purchaser shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his written approval a sewerage impact assessment (hereinafter

referred to as "the SIA") containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impacts as may arise from the development of the lot, the sewage flowing from all other planned and committed development in the same catchment, and recommendations for mitigation measures, improvement works and other measures and works.

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

#### 43. Special Condition No.(49) of the Land Grant stipulates that:

- (a) The Purchaser hereby acknowledges that the lot may be affected by landslide and boulder fall hazards arising from areas within the lot and the area outside the lot shown coloured green cross-hatched black on the plan annexed to the Land Grant (hereinafter referred to as "the Green Cross-hatched Black Area") due to the nature of the natural terrain.
- (b)
  - (i) The Purchaser shall on or before the 30th day of September 2017 or such other date as may be approved by the Director at his own expense carry out and complete in all respects to the satisfaction of the Director a geotechnical investigation (hereinafter referred to as "the Geotechnical Investigation") within the lot and the Green Cross-hatched Black Area for the purpose of studying the natural terrain landslide hazards.
  - (ii) The findings of the Geotechnical Investigation shall include a mitigation proposal to be approved by the Director for carrying out, completing and maintaining all necessary mitigation and stabilisation works and associated works, access provisions for the subsequent maintenance of the completed mitigation and stabilisation works (such access provisions are hereinafter referred to as "Maintenance Access"), to be constructed within the lot and on the Green Cross-hatched Black Area so as to protect any building or buildings erected or to be erected on the lot and residents or occupiers therein and their bona fide guests, visitors or invitees from landslide and boulder fall hazards arising from the lot and the Green Cross-hatched Black Area.
  - (iii) Any Maintenance Access proposed outside the lot or on the Green Cross-hatched Black Area shall be subject to the prior written approval of the Director and if approved, shall become part of the mitigation proposal as approved or required by the Director in his absolute discretion

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- (hereinafter referred to as "the Approved Mitigation Proposal") and even then the Director has the absolute discretion by notice in writing to require the Purchaser at his own expense to relocate or remove any Maintenance Access outside the lot and on the Green Cross-hatched Black Area at any time during the term hereby agreed to be granted.
- (iv) No ground investigation, mitigation and stabilisation works and associated works, and works for constructing the Maintenance Access shall be carried out on the Green Cross-hatched Black Area or on any Government land without the prior written approval of the Director.
- (c) The Purchaser shall, at his own expense on or before the 30th day of September 2022 or such other date as may be approved by the Director, carry out and complete in all respects to the satisfaction of the Director such mitigation and stabilisation works and associated works and the Maintenance Access in accordance with the Approved Mitigation Proposal (such mitigation and stabilisation works and associated works, and the Maintenance Access within the lot are hereinafter collectively referred to as "Inside Works" and such mitigation and stabilisation works and associated works, and the Maintenance Access on the Green Cross-hatched Black Area or any Government land are hereinafter collectively referred to as "Outside Works").
- (d) The Purchaser hereby acknowledges and agrees that no Outside Works shall be carried out unless the Purchaser shall have demonstrated in all respects to the satisfaction of the Director that those works are strictly necessary and unavoidable for technical reasons including but not limited to geotechnical and safety grounds. The Director may, at his sole discretion, approve such works subject to such terms and conditions as he sees fit.
- (e) The Purchaser hereby acknowledges and agrees that Geotechnical Investigation and the Outside Works so carried out are one-off and no part of any building erected on the lot or any area within the lot affected by landslide and boulder fall hazards shall be occupied or used before completion of such works in all respects to the satisfaction of the Director.
- (f) (i) The Purchaser shall, at all times during the term hereby agreed to be granted, maintain at his own expense the Inside Works and the Outside Works in good and substantial repair and condition in all respects to the satisfaction of the Director so as to ensure that the Inside Works and the Outside Works shall continue to perform their designed functions.
- (ii) The maintenance works shall include but not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works or onto the areas of the lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan referred to in sub-clause (g) of this Special Condition.
- (iii) In addition to any rights or remedies the Government may have against the Purchaser for breach of the Purchaser's obligations to maintain the Inside Works and the Outside Works, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out such maintenance works within a period as the Director shall in his absolute discretion deem fit. If the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Purchaser shall on demand repay the Government the cost thereof, together with any administrative and professional fees and charges.
- (g) The Purchaser shall at his own expense register at the Land Registry against the lot a plan approved by the Director indicating the locations, nature and scope of the Inside Works and the Outside Works and the location and extent of the areas of the lot and the Government land on which the Purchaser may require or be required to carry out the maintenance works, including the areas of the lot and the Government land where the Purchaser may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (f) of this Special Condition and the Maintenance Access (which plan is hereinafter referred to as "the Natural Terrain Hazard Mitigation and Stabilization Works Plan").
- (h) The Geotechnical Investigation, the Inside Works and the Outside Works shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant legislation.
- (i) For the purpose only of carrying out the Geotechnical Investigation, the carrying out and completing, inspecting and maintaining the Inside Works and the Outside Works, the Purchaser shall have the right of ingress and egress to and from any Government land inside the Green Cross-hatched Black Area and any Government land with the Outside Works erected or to be erected thereon where he may require or be required to carry out maintenance works, including clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works subject to such terms and conditions as may be imposed by the Director at his sole discretion.
- (j) In the event that as a result of or arising out of carrying out the Geotechnical Investigation or as a result of or arising out of carrying out, inspecting and maintaining the Inside Works or the Outside Works, any damage is done to the Green Cross-hatched Black Area, any other Government land or any land outside the lot, the Purchaser shall make good such damage at his own expense within such time limit as shall be stipulated by the Director and in all respects to the satisfaction of the Director.
- (k) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with any works being carried out or having been carried out by the Purchaser pursuant to this Special Condition or any omission, neglect or default by the Purchaser in carrying out the Geotechnical Investigation or in the design, construction and maintenance of the Inside Works or the Outside Works including but not limited to any damage to or loss of properties, loss of life and personal injuries.
44. The Notification Letter further stipulates that upon completion of the Outside Works (as defined under Special Condition No.(49)(c) of the Land Grant) in accordance with Special Condition No.(49)(c) of the Land Grant, the Purchaser shall have no obligation to maintain the Outside Works within the portion of the Green Cross-hatched Black Area (as defined in Special Condition No.(49)(a) of the Land Grant) as shown coloured green stippled black on the plan attached to the Notification Letter ("the Area") under Special Condition No.(49)(f) of the Land Grant and the Purchaser's right of ingress and egress to and from the Area under Special Condition No.(49)(i) of the Land Grant shall cease.
45. Special Condition No.(52) of the Land Grant stipulates that:  
No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

#### Notes:

1. The plan annexed to the Land Grant and the plan annexed to the Notification Letter are reproduced under the "Information on Public Facilities and Public Open Spaces" section.
2. For full details, please refer to the Land Grant and the Notification Letter. Full script of the Land Grant and the Notification Letter are available for free inspection upon request at the sales office during opening hours and copies of the Land Grant and the Notification Letter can be obtained upon paying necessary photocopying charges.