

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### Legend of the terms and abbreviations used on the Floor Plans:

AHU ROOM = AIR HANDLING UNIT ROOM  
 BAL. = BALCONY  
 BALCONY ABOVE  
 BATH. 1 = BATHROOM 1  
 BATH. 2 = BATHROOM 2  
 BATH. 3 = BATHROOM 3  
 BATH. 4 = BATHROOM 4  
 B.R. 1 = BEDROOM 1  
 B.R. 2 = BEDROOM 2  
 B.R. 3 = BEDROOM 3  
 B.R. 4 = BEDROOM 4  
 CABINET  
 COMMON AREA  
 DIN. = DINING ROOM  
 DOG HOUSE  
 DN = DOWN  
 ELE. CABINET = ELECTRICAL CABINET  
 FIREMAN'S LIFT LOBBY  
 FLAT ROOF  
 FLAT ROOF (COMMON)  
 H.R. = HOSE REEL  
 FILTRATION PLANT ROOM  
 FILTRATION PLANT ROOM BELOW

#### 樓面平面圖上所使用的名詞及簡稱的圖例：

風櫃房  
 露台  
 上層露台之外線  
 浴室 1  
 浴室 2  
 浴室 3  
 浴室 4  
 睡房 1  
 睡房 2  
 睡房 3  
 睡房 4  
 櫃  
 公用空間  
 飯廳  
 喉管罩室  
 落  
 電錶櫃  
 消防升降機大堂  
 平台  
 平台(公用)  
 消防喉轆  
 過濾系統機房  
 過濾系統機房置下

#### Notes applicable to the floor plans of this section:

- 1) There are architectural features and exposed pipes on the external walls of all floors. For details, please refer to the latest approved building plans.
- 2) Common pipes exposed and/or enclosed in cladding are located at/or adjacent to the balcony and/or roof and/or flat roof and/or external wall of all residential units. For details, please refer to the latest approved building plans and/or approved drainage plans.
- 3) There are sunken slabs (for mechanical & electrical services of units above) and/ or ceiling bulkheads for the air-conditioning fittings and/or mechanical & electrical services at residential units.
- 4) Balconies are non-enclosed areas.
- 5) The ceiling height of some units may vary due to structural, architectural and/or decoration design variations.
- 6) The indications of fittings such as sinks, hobs, toilet bowls, wash basins, bathtubs etc. shown on the floor plans are indications of their approximate locations only and not indications of their actual size, designs and shapes.
- 7) There are exposed pipes mounted at part of flat roof and roof of each Tower. Only part of the exposed pipes are covered by aluminium cladding.
- 8) Air Handling Unit (AHU) room inside the residential unit will be placed with outdoor air-conditioner unit(s) belonging to its unit. The placement of these air-conditioner unit(s) may have heat and/or sounds.
- 9) During the necessary maintenance of the external walls of towers arranged by Manager of the Development, suspended working platform will be operating in the airspace outside windows of the residential properties and above flat roof/roof of such towers.

#### Legend of the terms and abbreviations used on the Floor Plans:

GLASS FLAT ROOF  
 KIT. = KITCHEN  
 LANDSCAPE DECK (ROOF)  
 LAV. = LAVATORY  
 LIFT  
 LIFT MACHINE ROOM  
 LIFT OVERRUN  
 LIV. = LIVING ROOM  
 P.D. = PIPE DUCT  
 PIPE SCREENING FEATURE  
 PLANTER  
 POWDER ROOM  
 PRIVATE LIFT LOBBY  
 REFUSE ROOM  
 STORE ROOM  
 SWIMMING POOL  
 TOWNGAS CONTROL CABINET  
 UP  
 UTILITY = UTILITY ROOM  
 UTILITY 1 = UTILITY ROOM 1  
 UTILITY 2 = UTILITY ROOM 2  
 WATER METER CABINET  
 WIND GUARD ABOVE

#### 樓面平面圖上所使用的名詞及簡稱的圖例：

玻璃屋頂  
 廚房  
 園景平台(天台)  
 廁所  
 升降機  
 升降機房  
 升降機緩衝  
 客廳  
 管道槽  
 管道屏障  
 花槽  
 化妝室  
 私人升降機大堂  
 垃圾房  
 儲物室  
 游泳池  
 煤氣喉櫃  
 上  
 工作間  
 工作間 1  
 工作間 2  
 水錶櫃  
 擋風板上

#### 適用於本章節所有平面圖的備註：

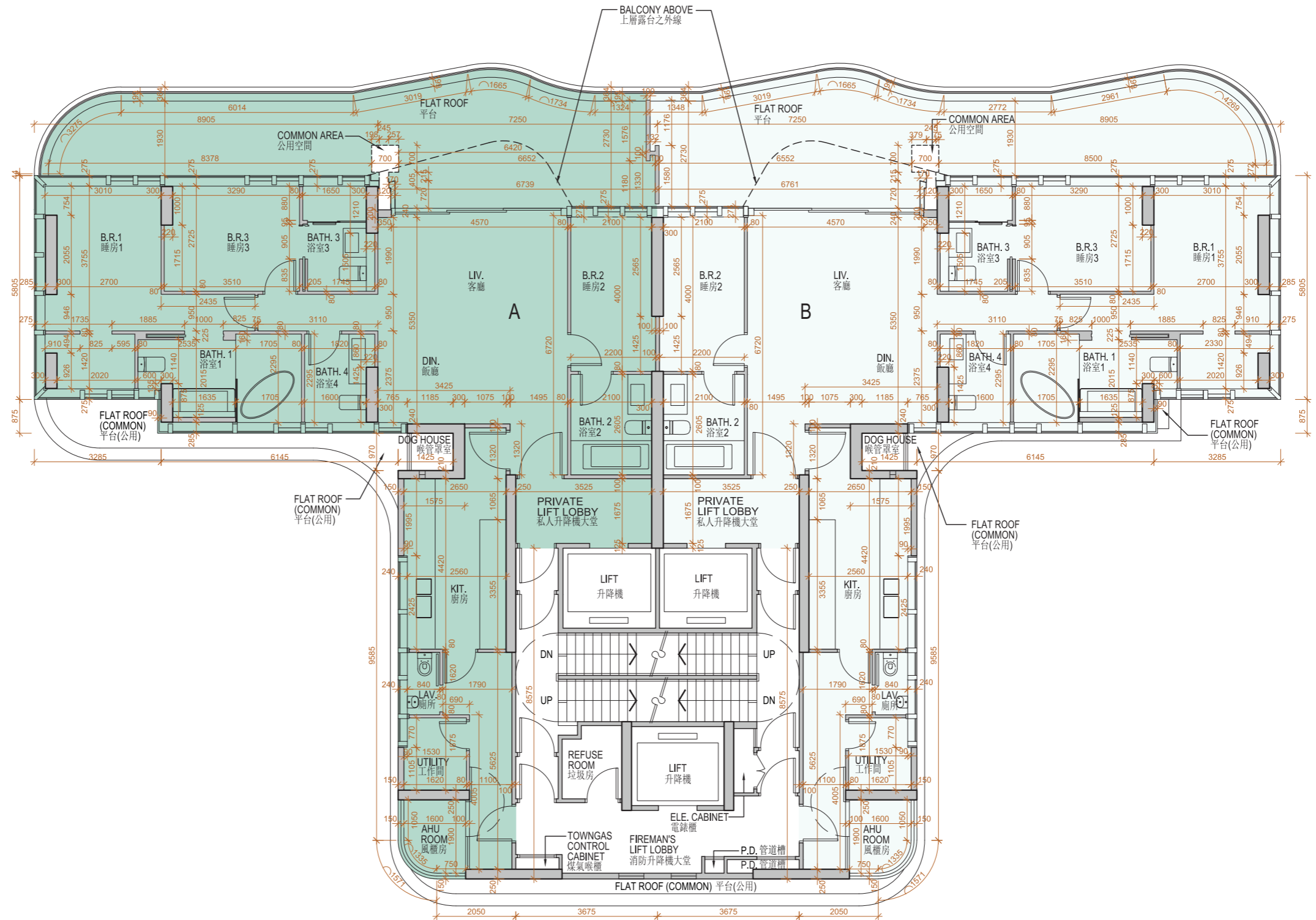
- 1) 所有樓層外牆設有建築裝飾及外露喉管。詳細資料請參考最新批准的建築圖則。
- 2) 所有住宅單位的露台及/或天台及/或平台及/或外牆或其鄰近地方設有外露及/或內藏於飾板的公用喉管。詳細資料請參考最新批准的建築圖則及/或排水設施圖。
- 3) 住宅單位天花板有跌級樓板（用以安裝樓上單位之機電設備）及/或假陣內裝置空調裝備及/或其他機電設備。
- 4) 露台為不可封閉的地方。
- 5) 部份單位之天花高度將會因應結構、建築設計及/或裝修設計上的需要有差異。
- 6) 樓面平面圖所示之裝置如洗滌盤、煮食爐、坐廁、面盆、浴缸等只供展示其大約位置而非展示其實際大小、設計及形狀。
- 7) 每座大樓的部份平台及天台上裝設有外露喉管，只有部份外露喉管被鋁質飾板所覆蓋。
- 8) 住宅單位內的風櫃房將會放置其單位的一部或多部冷氣戶外機。該等冷氣機的位置可能發出熱力及/或聲音。
- 9) 在發展項目管理人安排於大廈外牆之必要維修進行期間，吊船將在該等大廈的住宅物業之窗戶外及平台/天台上之空間運作。

# 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

## 發展項目的住宅物業的樓面平面圖

### TOWER 1 第1座

1/F FLOOR PLAN  
1樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 1 第1座

1/F FLOOR PLAN  
1樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	1/F 1樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	1/F 1樓	3470	3470

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.

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:

- Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
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備註：

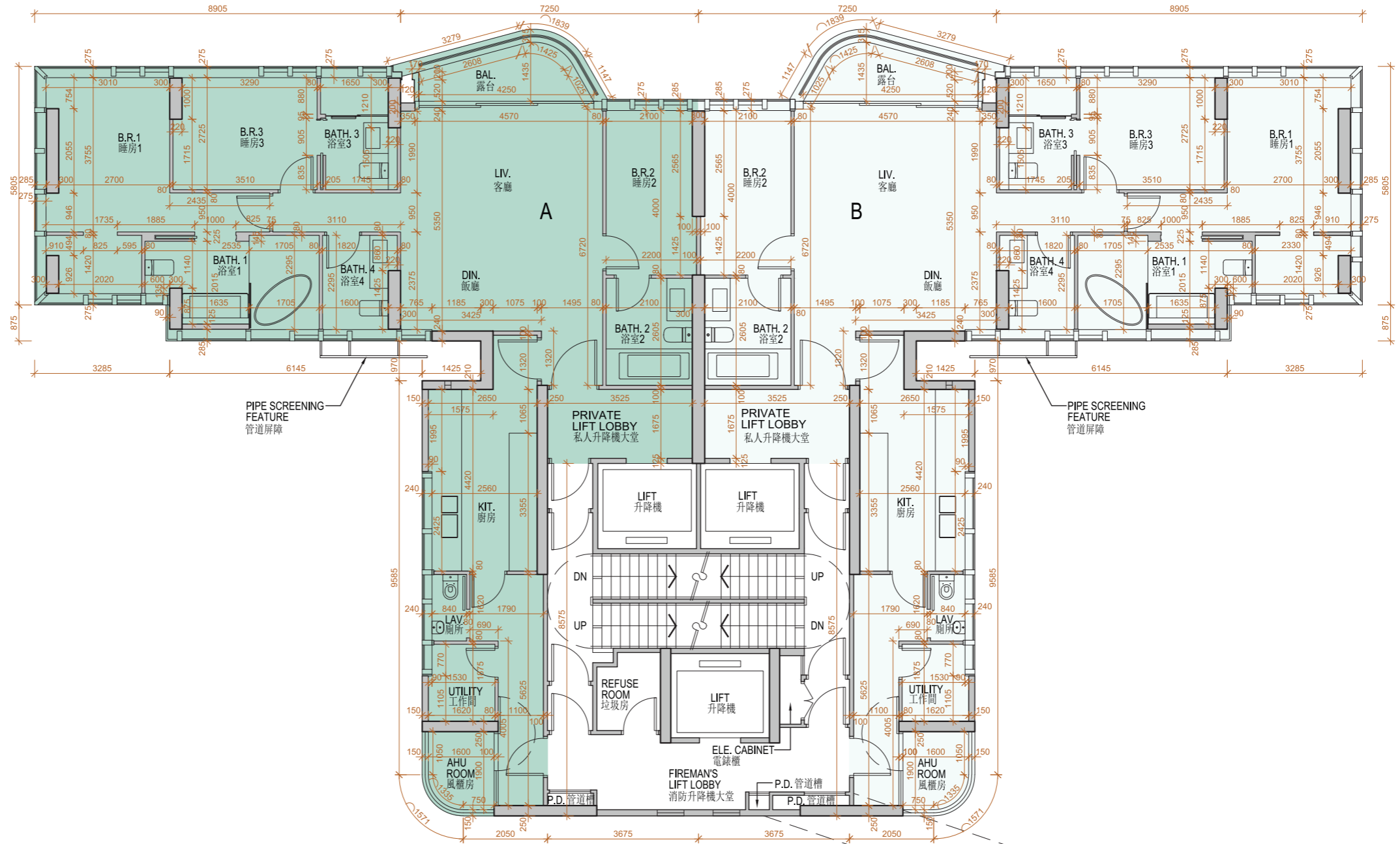
- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

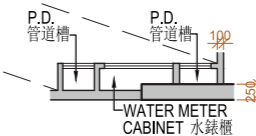
TOWER 1  
第1座

2/F - 3/F FLOOR PLAN  
2樓至3樓平面圖



Scale 比例: 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。



PART PLAN OF 2/F  
2樓局部平面圖

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 1 第1座

2/F - 3/F FLOOR PLAN  
2樓至3樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	2/F - 3/F 2樓至3樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	2/F 2樓	3470	3470
	3/F 3樓	3470, 4020	3470, 4020

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.

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:

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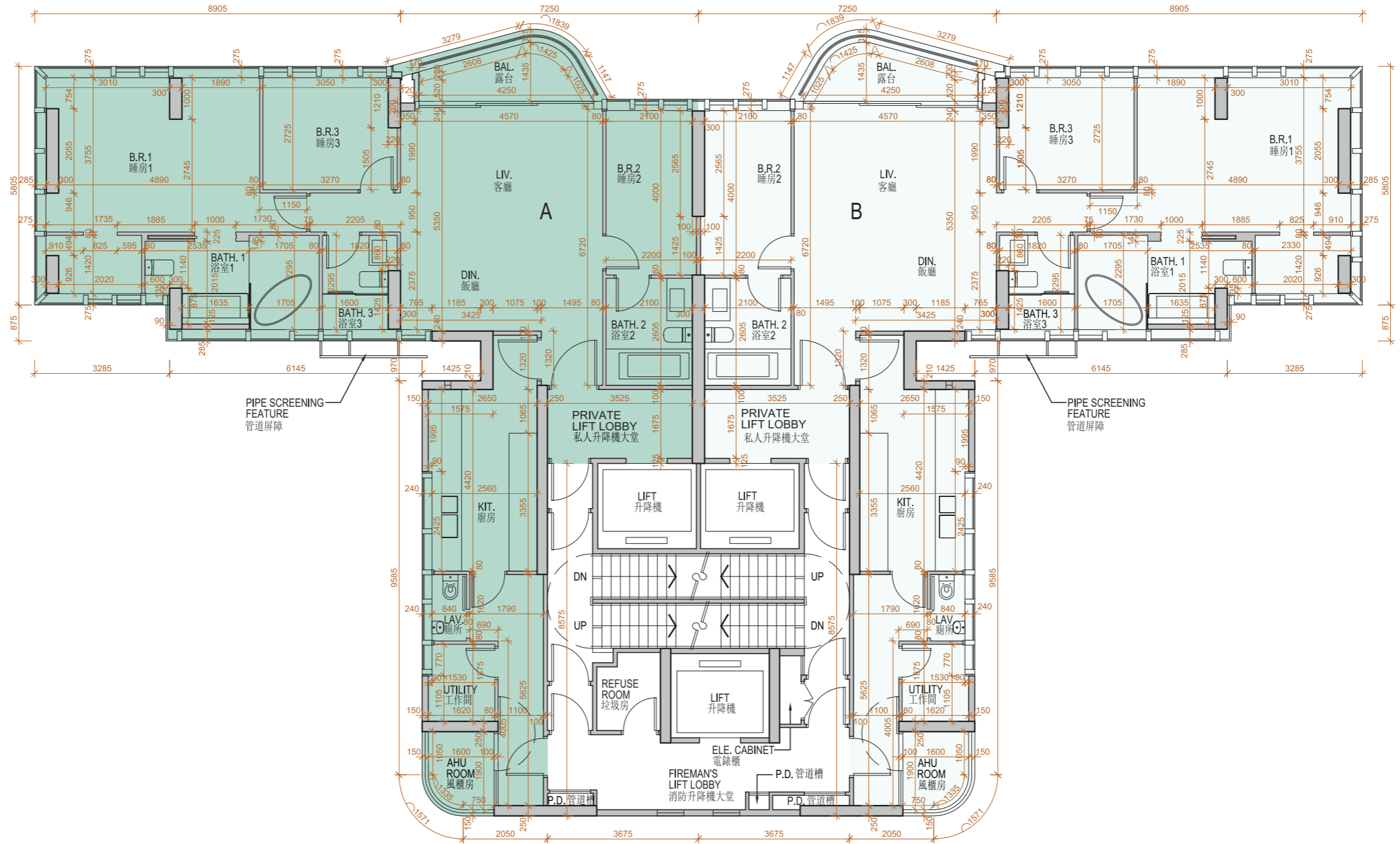
- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1  
第1座

5/F FLOOR PLAN  
5樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 1 第1座

5/F FLOOR PLAN  
5樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	5/F 5樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	5/F 5樓	3470, 4020	3470, 4020

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.

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。

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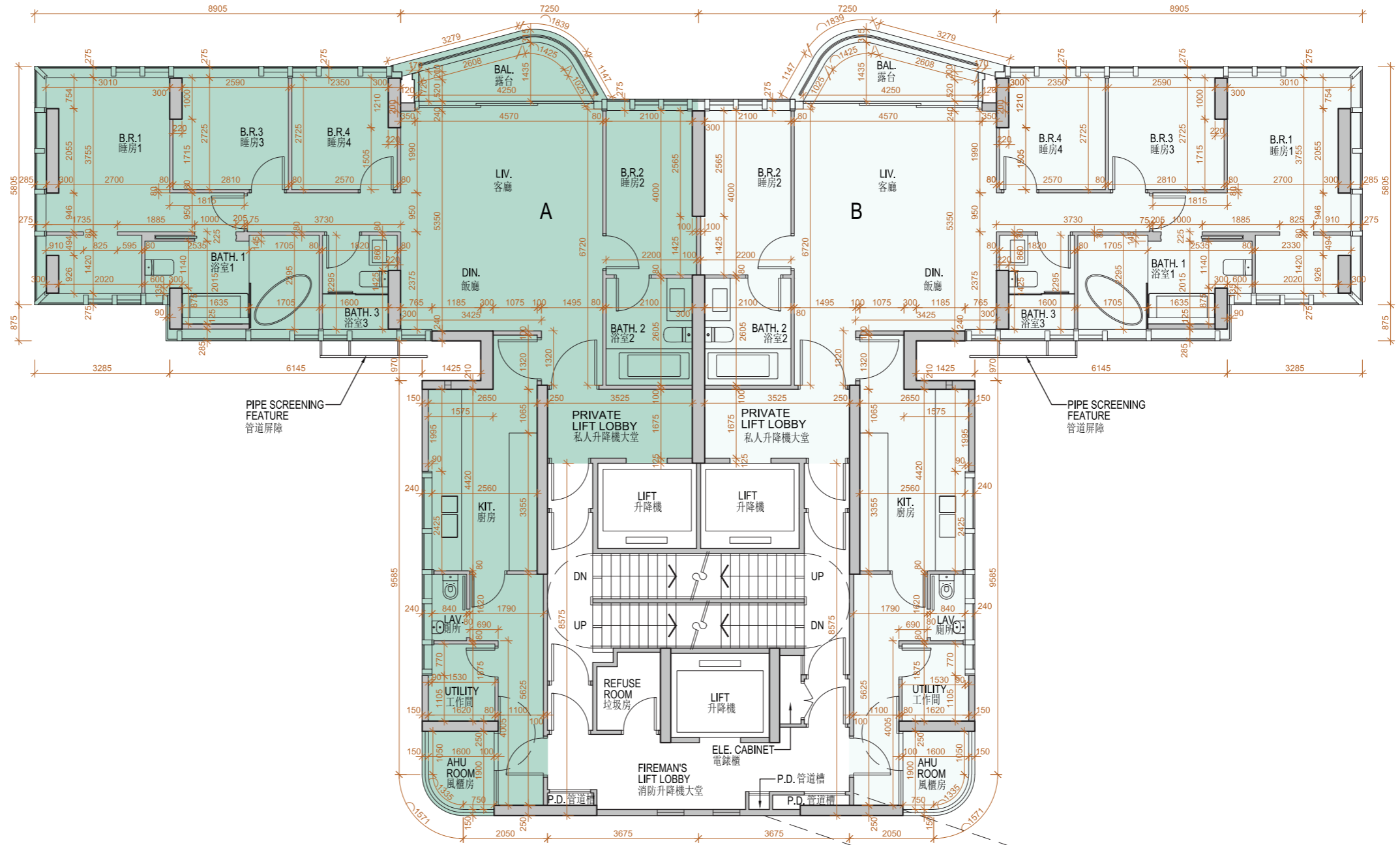
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11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

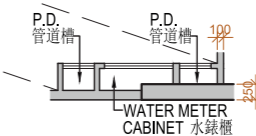
發展項目的住宅物業的樓面平面圖

TOWER 1  
第1座

6/F - 9/F FLOOR PLAN  
6樓至9樓平面圖



Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。





## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 1 第1座

6/F - 9/F FLOOR PLAN  
6樓至9樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	6/F - 9/F 6樓至9樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	6/F - 9/F 6樓至9樓	3470	3470

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.

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。

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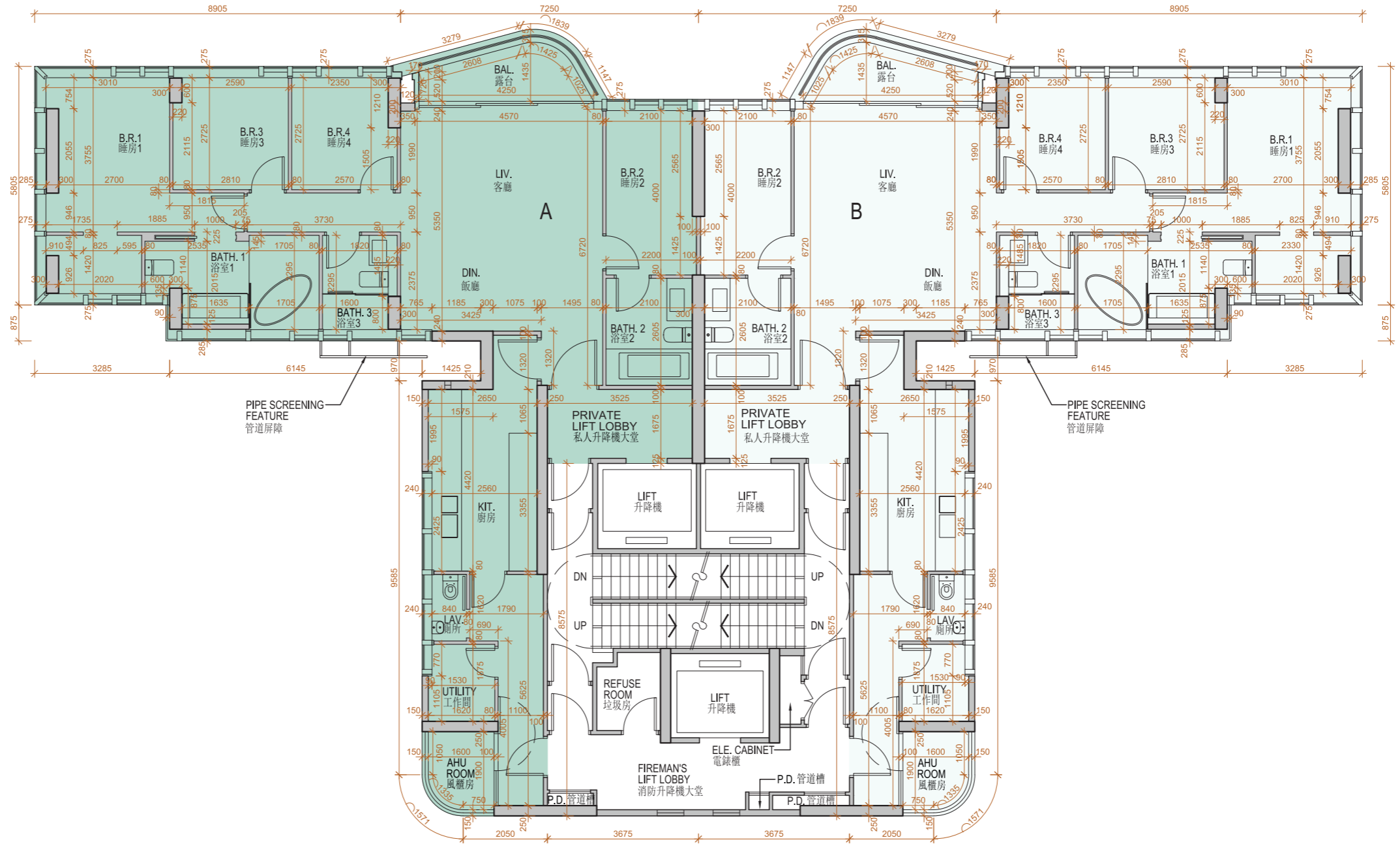
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- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1  
第1座

10/F FLOOR PLAN  
10樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 1 第1座

10/F FLOOR PLAN  
10樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	10/F 10樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	10/F 10樓	3470	3470

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.

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。

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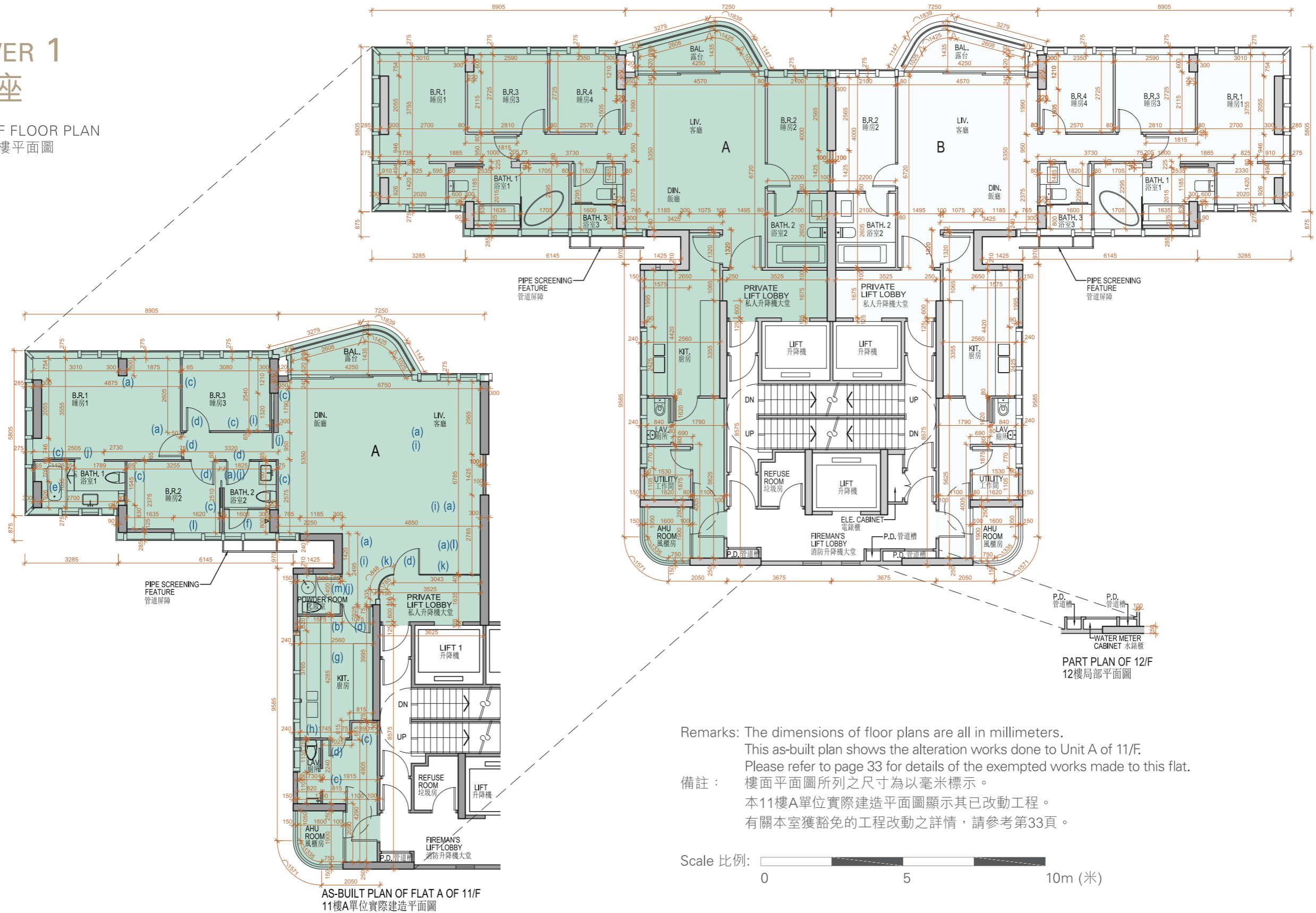
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# 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

## 發展項目的住宅物業的樓面平面圖

### TOWER 1 第1座

11/F - 12/F FLOOR PLAN  
11樓至12樓平面圖



## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 1 第1座

11/F - 12/F FLOOR PLAN  
11樓至12樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	11/F - 12/F 11樓至12樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	11/F - 12/F 11樓至12樓	3470	3470

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.

#### Notes:

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- The dimensions of floor plans are all structural dimensions in millimeters.

Alteration to Unit A on 11/F of Tower 1 has been made by way of minor works or exempted works under the Buildings Ordinance (Cap.123) after completion of the Development. The approximate locations of the alterations are indicated in the floor plan and the alterations are set out below (with the numbering below corresponding to the remarks in the floor plan):

- Original internal walls removed.
- New internal wall added.
- Original internal walls removed, replaced with walls of different dimension and fitted with different fittings.
- Original door relocated or removed, replaced by a door at a different location or design.
- Original walk-in-closet or wardrobe removed, replaced by bathroom fittings of different dimension, location or design.
- Original glass sliding door of shower cubicle removed and replaced by glass swing door.
- Original kitchen setting replaced by kitchen setting with different dimension.
- Original lavatory relocated and replaced by lavatory setting with different dimension and fitted with different fittings.
- Original door removed.
- New swing door or sliding door added.
- Original internal walls removed, replaced with glass panel of different dimension and fitted with different fittings.
- Original bathroom fittings removed.
- New powder room fittings added.

Please refer to the as-built plan on page 32.

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。

#### 備註：

- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

1座11樓A單位在發展項目落成後因進行小型工程或獲《建築物條例》(第123章)豁免的工程而有所改動。該等改動之大概位置於樓面平面圖標示，及該等改動列出如下(下述編號對應樓面平面圖中的附註)：

- 原本的內牆拆除。
- 新建內牆。
- 原本的內牆拆除，並以不同尺寸的牆及不同的裝置取代。
- 原本的門移位或拆除，並以不同位置或設計之門取代。
- 原本的衣帽間或衣櫃拆除，並以不同尺寸、位置或設計之浴室潔具取代。
- 原本的淋浴間玻璃趟門拆除，並以玻璃推拉門取代。
- 原本的廚房設置以不同尺寸之設置取代。
- 原本的廁所移位並以不同尺寸及不同的裝置取代。
- 原本的門拆除。
- 新建推拉門或趟門。
- 原本的內牆拆除，並以不同尺寸的玻璃板及不同的裝置取代。
- 原本的浴室潔具拆除。
- 新建化妝室潔具。

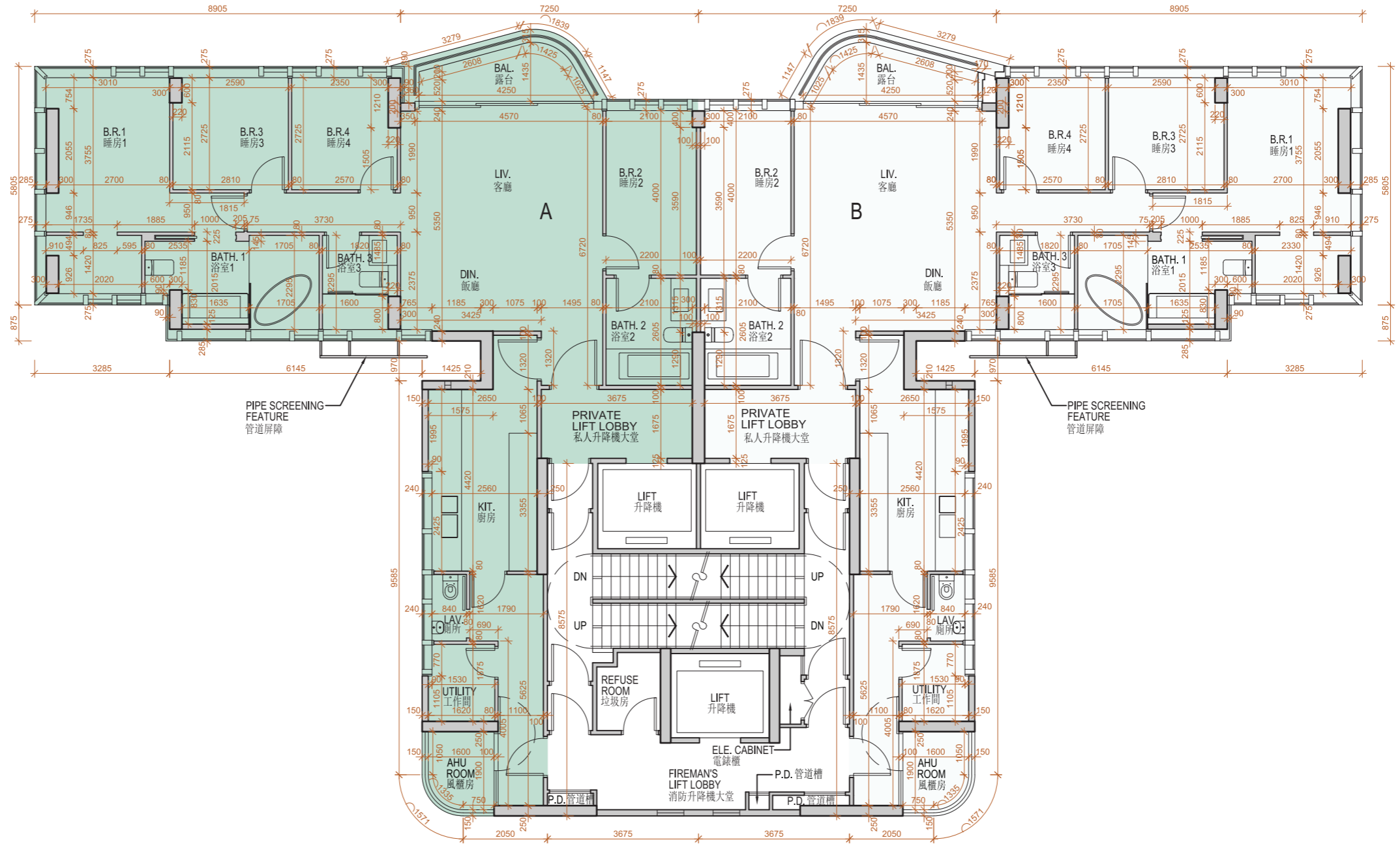
請參考第32頁之實際建造平面圖。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1  
第1座

15/F FLOOR PLAN  
15樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 1 第1座

15/F FLOOR PLAN  
15樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	15/F 15樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	15/F 15樓	2940, 3490, 4040	2940, 3490, 4040

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.

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:

- Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
- The dimensions of floor plans are all structural dimensions in millimeters.

備註：

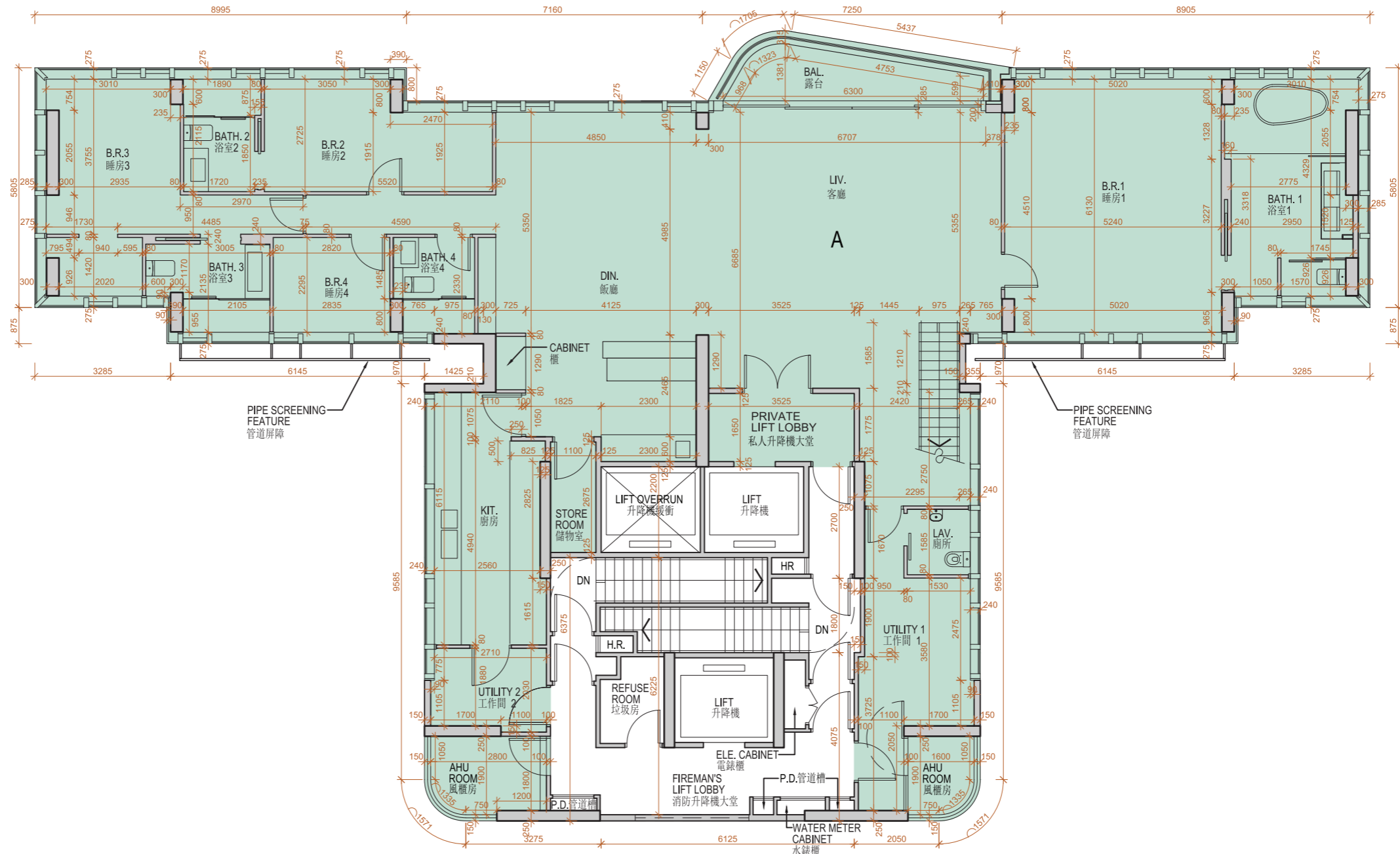
- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 1  
第1座

16/F FLOOR PLAN  
16樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。



## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 1 第1座

16/F FLOOR PLAN  
16樓平面圖

	FLOOR 樓層	UNIT 單位
		A
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	16/F 16樓	150, 200, 225, 250
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	16/F 16樓	3500, 4050, 4450, 5000, 5450, 6000

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.

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:

- Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
- The dimensions of floor plans are all structural dimensions in millimeters.

備註：

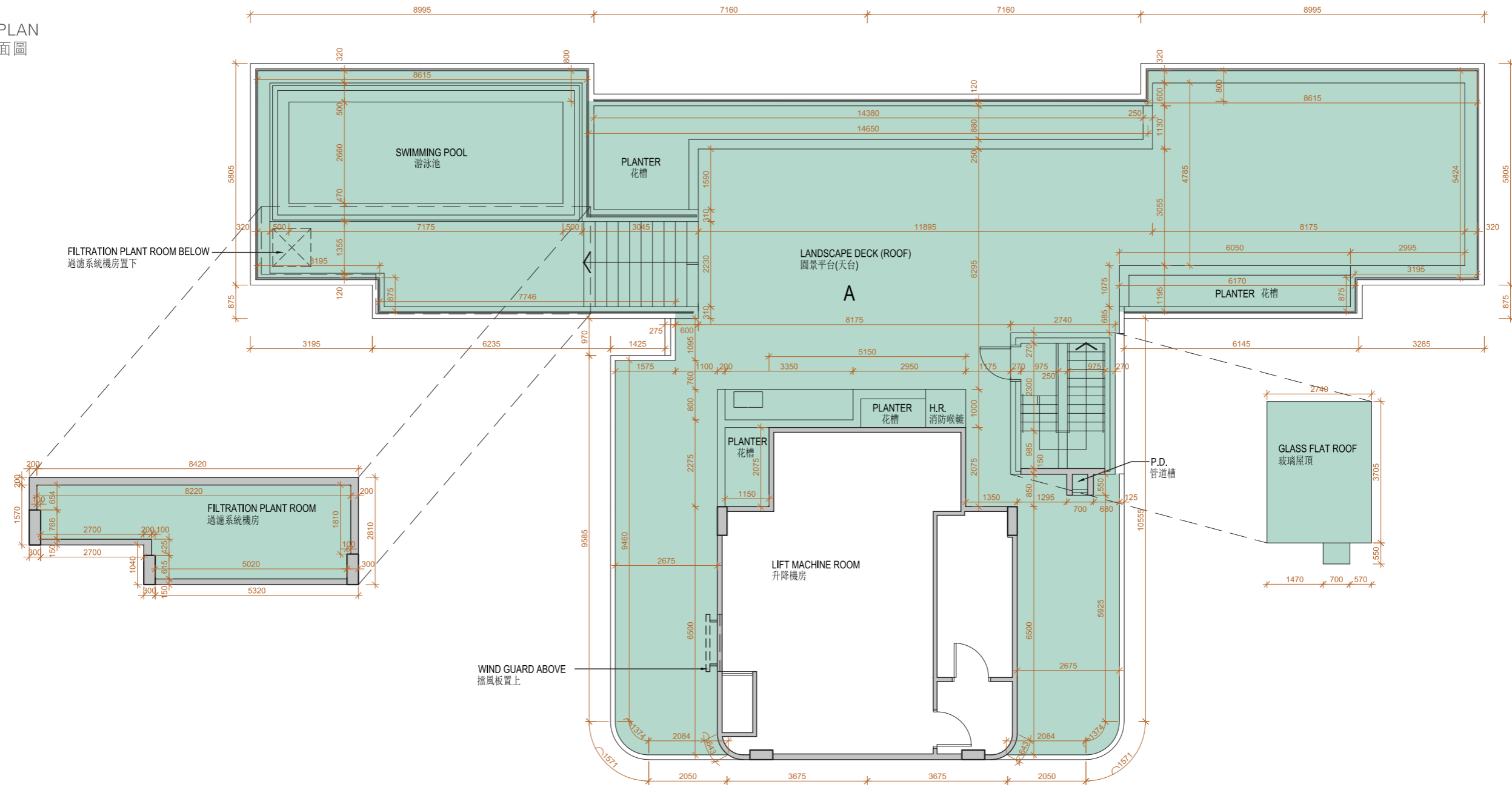
- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

# 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

## 發展項目的住宅物業的樓面平面圖

### TOWER 1 第1座

ROOF PLAN  
天台平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 1 第1座

##### ROOF PLAN 天台平面圖

	FLOOR 樓層	UNIT 單位
		A
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Roof 天台	Not applicable 不適用
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	Roof 天台	Not applicable 不適用

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.

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:

- Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
- The dimensions of floor plans are all structural dimensions in millimeters.
- The material of glass flat roof as shown on this Roof Plan is glass and therefore not regarded as "floor slab". In this connection, the Vendor is unable to provide the thickness of the floor slabs and floor-to-floor heights for "roof level".

##### 備註：

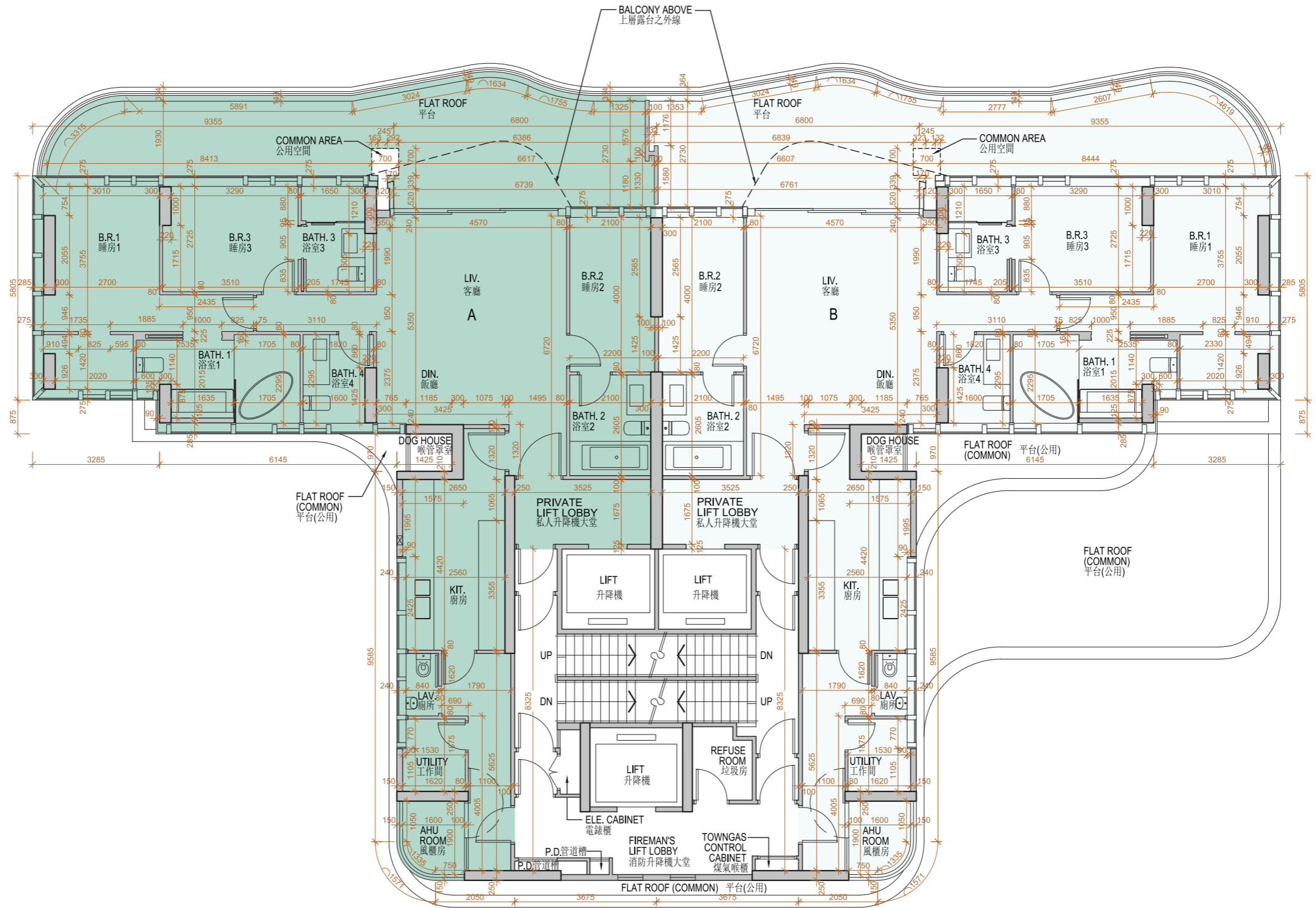
- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
- 天台平面圖所顯示的玻璃平台的材質為玻璃，因此而不視為樓板。因此，賣方未能提供天台層樓板的厚度及層與層之間的高度。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2  
第2座

1/F FLOOR PLAN  
1樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 2 第2座

1/F FLOOR PLAN  
1樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	1/F 1樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	1/F 1樓	3470	3470

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.

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:

- Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
- The dimensions of floor plans are all structural dimensions in millimeters.

備註：

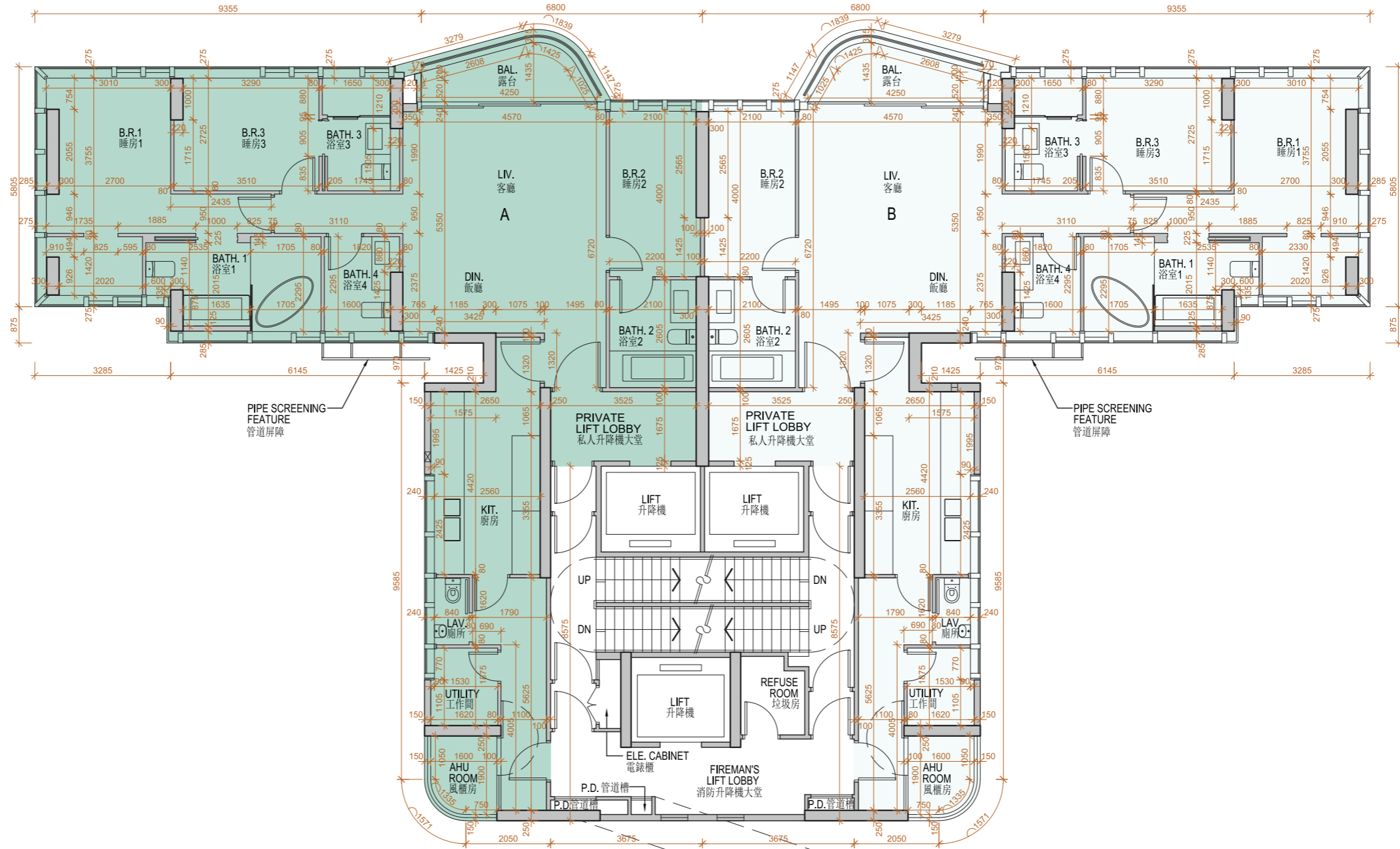
- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2  
第2座

2/F - 3/F FLOOR PLAN  
2樓至3樓平面圖



Scale 比例: 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

PART PLAN OF 2/F  
2樓局部平面圖

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 2 第2座

2/F - 3/F FLOOR PLAN  
2樓至3樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	2/F - 3/F 2樓至3樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	2/F 2樓	3470	3470
	3/F 3樓	3470, 4020	3470, 4020

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.

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:

- Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
- The dimensions of floor plans are all structural dimensions in millimeters.

備註：

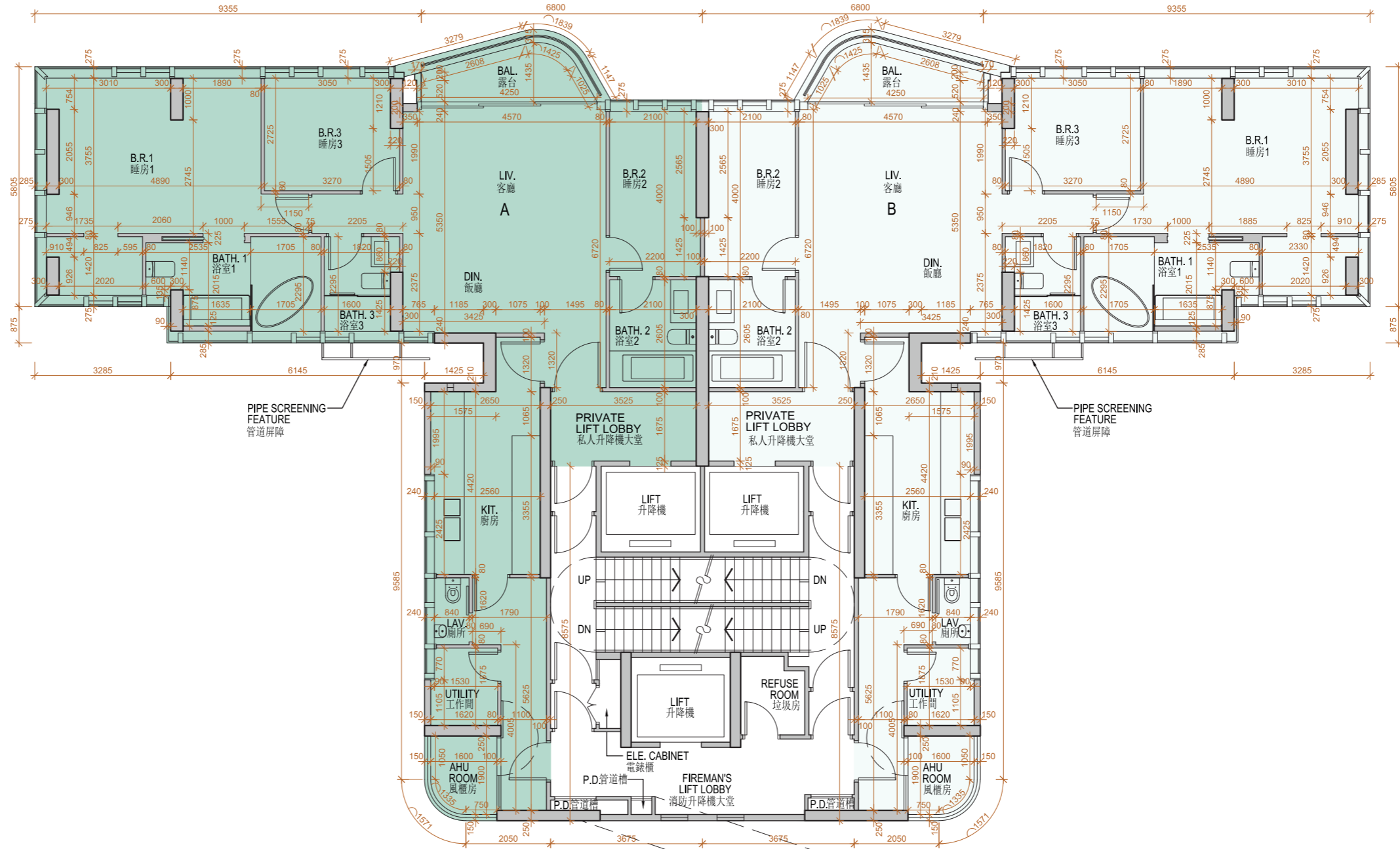
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- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

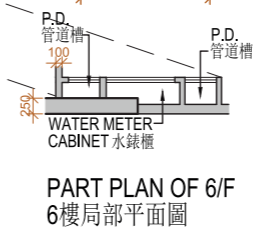
發展項目的住宅物業的樓面平面圖

TOWER 2  
第2座

5/F - 6/F FLOOR PLAN  
5樓至6樓平面圖



Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。





## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 2 第2座

5/F - 6/F FLOOR PLAN  
5樓至6樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	5/F - 6/F 5樓至6樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	5/F 5樓	3470, 4020	3470, 4020
	6/F 6樓	3470	3470

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.

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:

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- The dimensions of floor plans are all structural dimensions in millimeters.

備註：

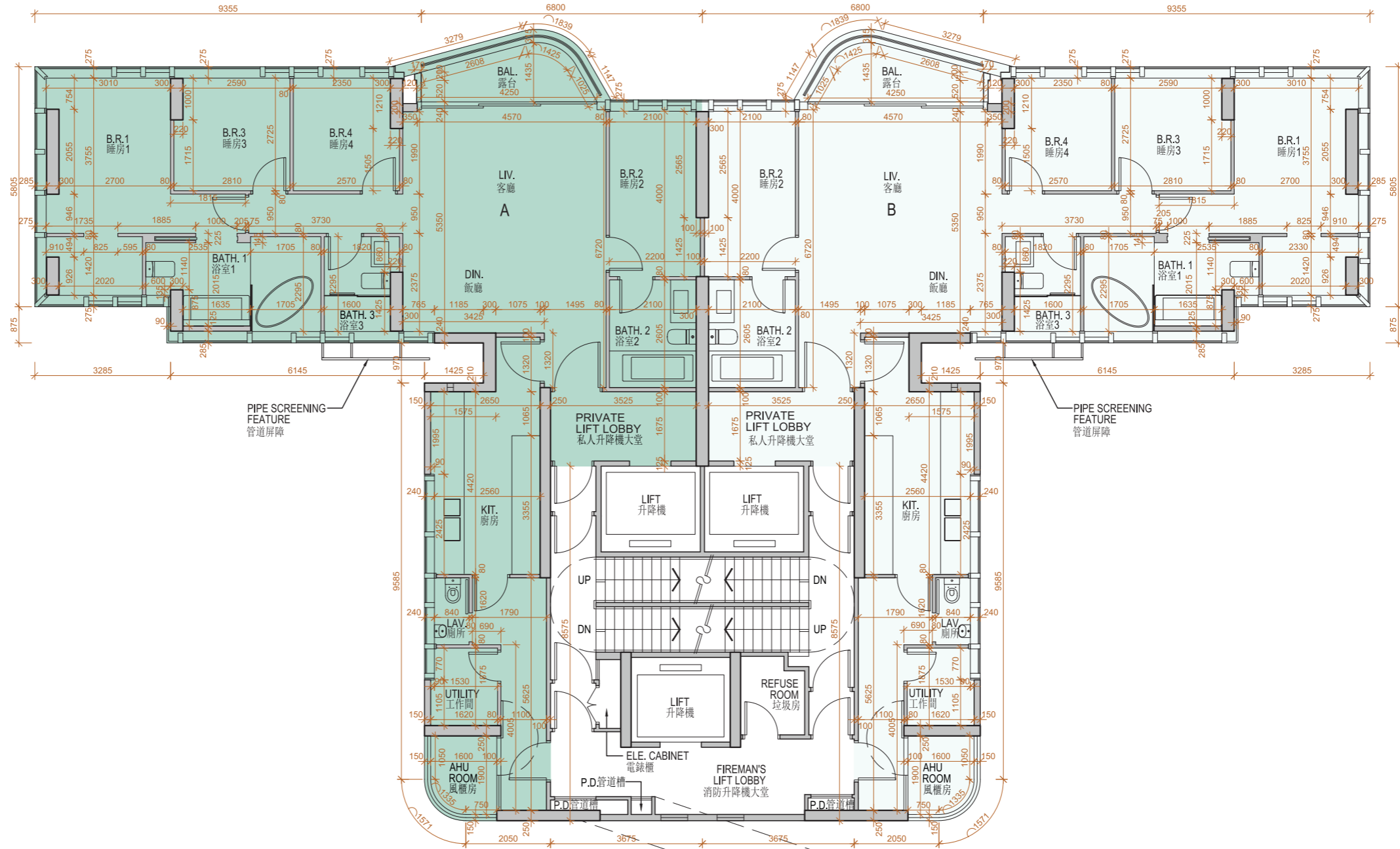
- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2  
第2座

7/F - 9/F FLOOR PLAN  
7樓至9樓平面圖



Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

PART PLAN OF 9/F  
9樓局部平面圖

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 2 第2座

7/F - 9/F FLOOR PLAN  
7樓至9樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	7/F - 9/F 7樓至9樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	7/F - 9/F 7樓至9樓	3470	3470

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.

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:

- Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
- The dimensions of floor plans are all structural dimensions in millimeters.

備註：

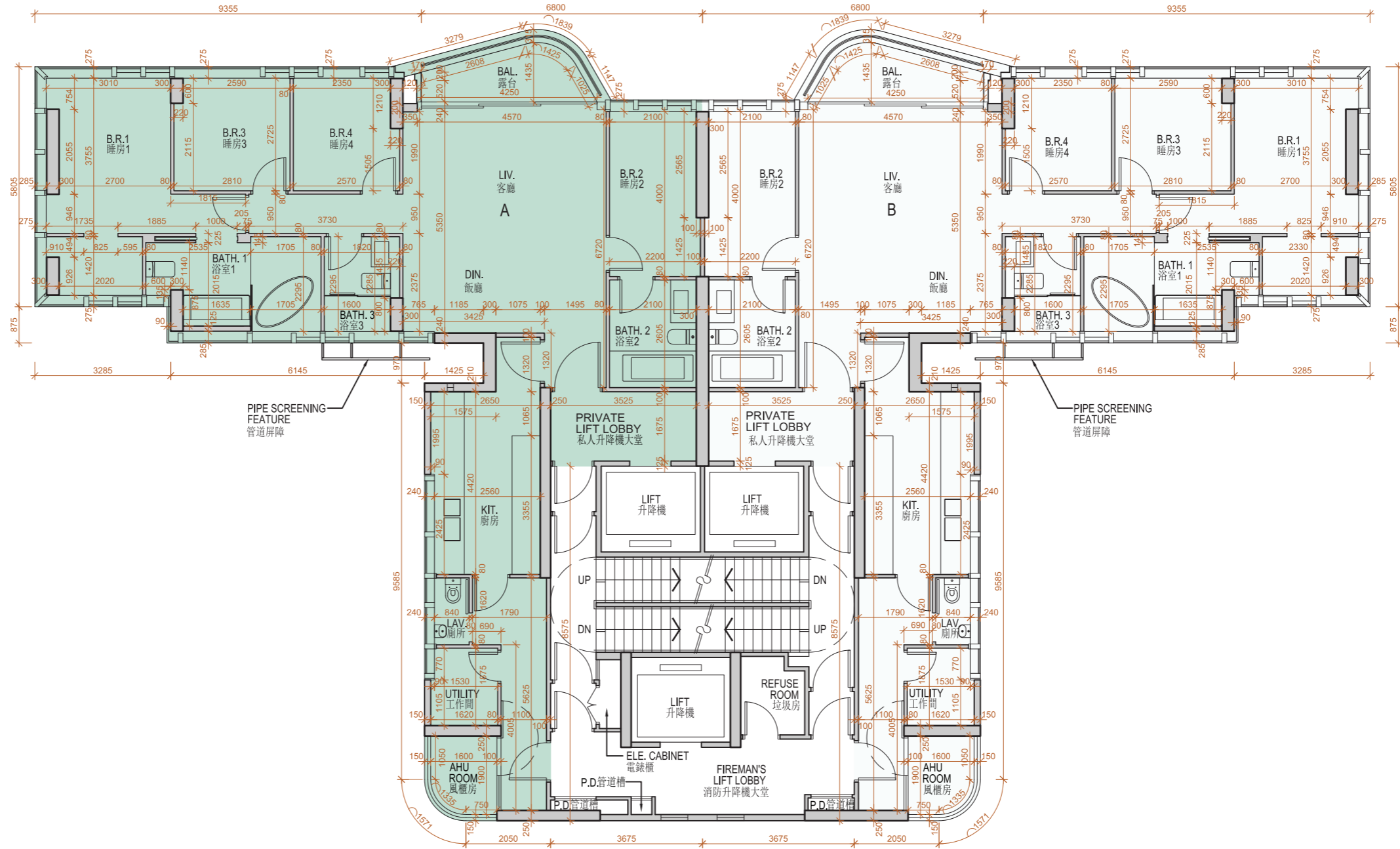
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- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2  
第2座

10/F FLOOR PLAN  
10樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 2 第2座

10/F FLOOR PLAN  
10樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	10/F 10樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	10/F 10樓	3470	3470

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.

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. Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
2. The dimensions of floor plans are all structural dimensions in millimeters.

備註：

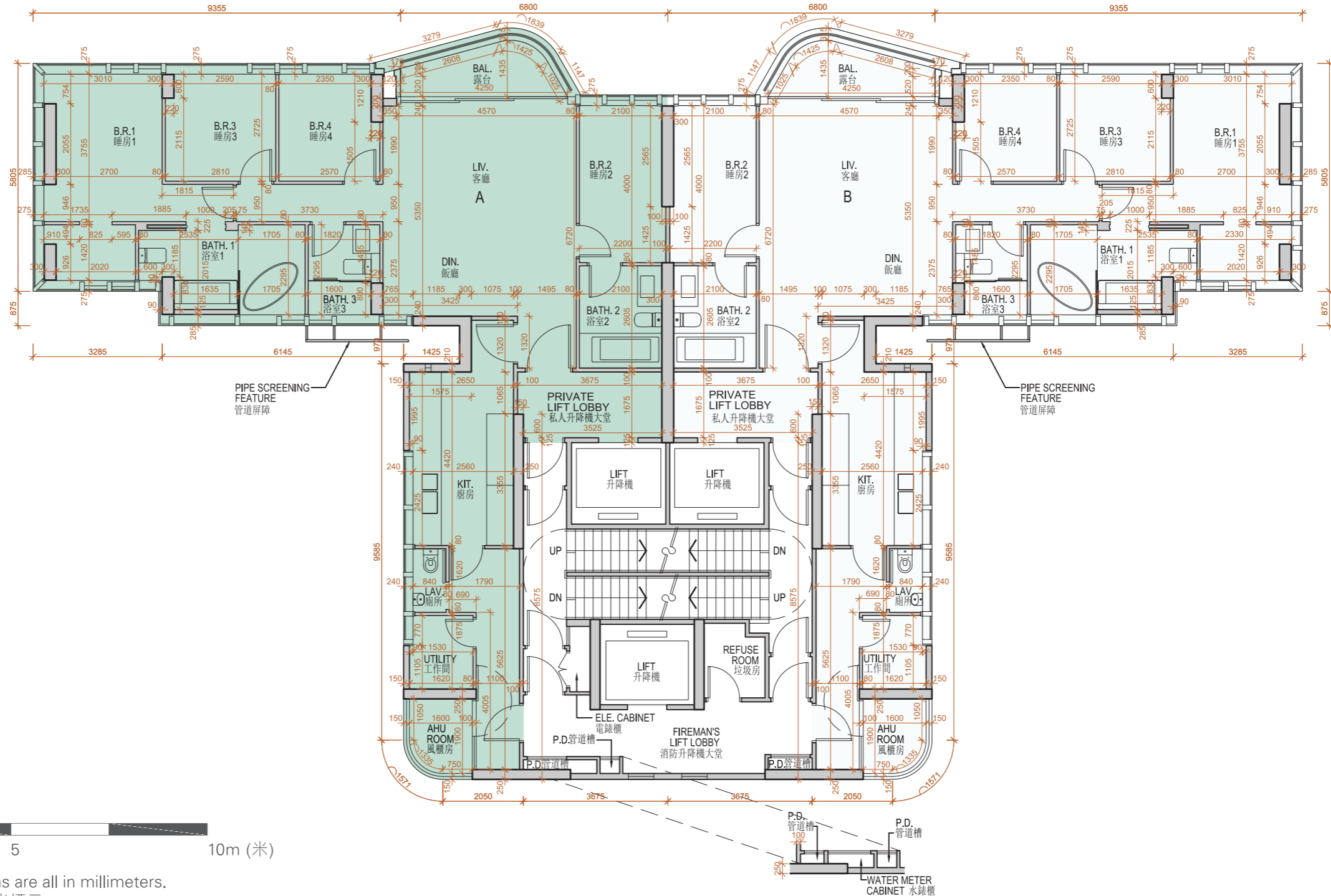
1. 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
2. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2  
第2座

11/F - 12/F FLOOR PLAN  
11樓至12樓平面圖



Scale 比例: 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

PART PLAN OF 12/F  
12樓局部平面圖

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 2 第2座

11/F - 12/F FLOOR PLAN  
11樓至12樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	11/F - 12/F 11樓至12樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	11/F - 12/F 11樓至12樓	3470	3470

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.

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:

- Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
- The dimensions of floor plans are all structural dimensions in millimeters.

備註：

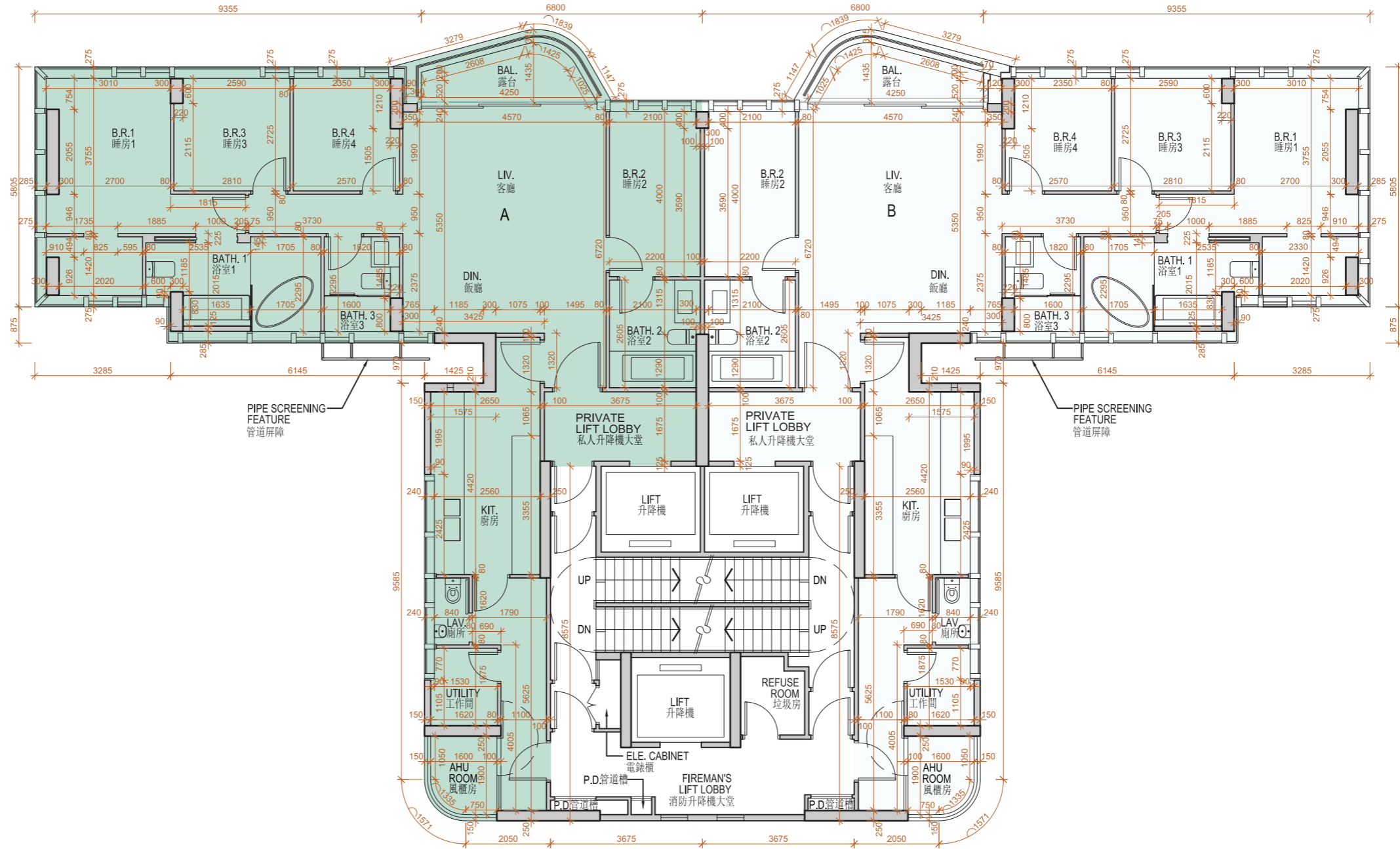
- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2  
第2座

15/F FLOOR PLAN  
15樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。



## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 2 第2座

15/F FLOOR PLAN  
15樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	15/F 15樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	15/F 15樓	3470, 3490, 4040	3470, 3490, 4040

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.

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:

- Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
- The dimensions of floor plans are all structural dimensions in millimeters.

備註：

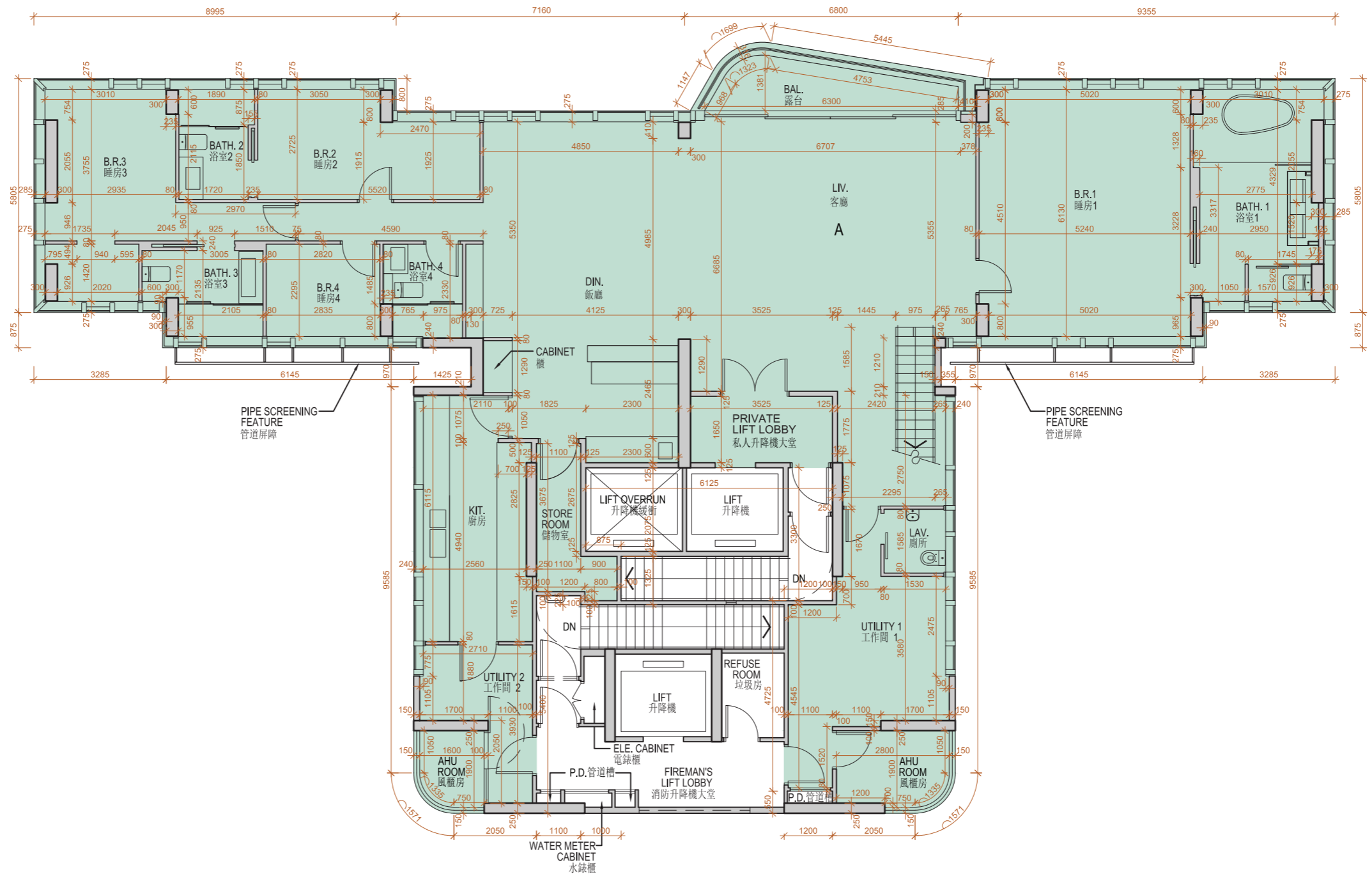
- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2  
第2座

16/F FLOOR PLAN  
16樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 2 第2座

16/F FLOOR PLAN  
16樓平面圖

	FLOOR 樓層	UNIT 單位
		A
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	16/F 16樓	150, 200, 225, 250
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	16/F 16樓	3500, 4050, 4450, 5000, 5450, 6000

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.

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. Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
2. The dimensions of floor plans are all structural dimensions in millimeters.

備註：

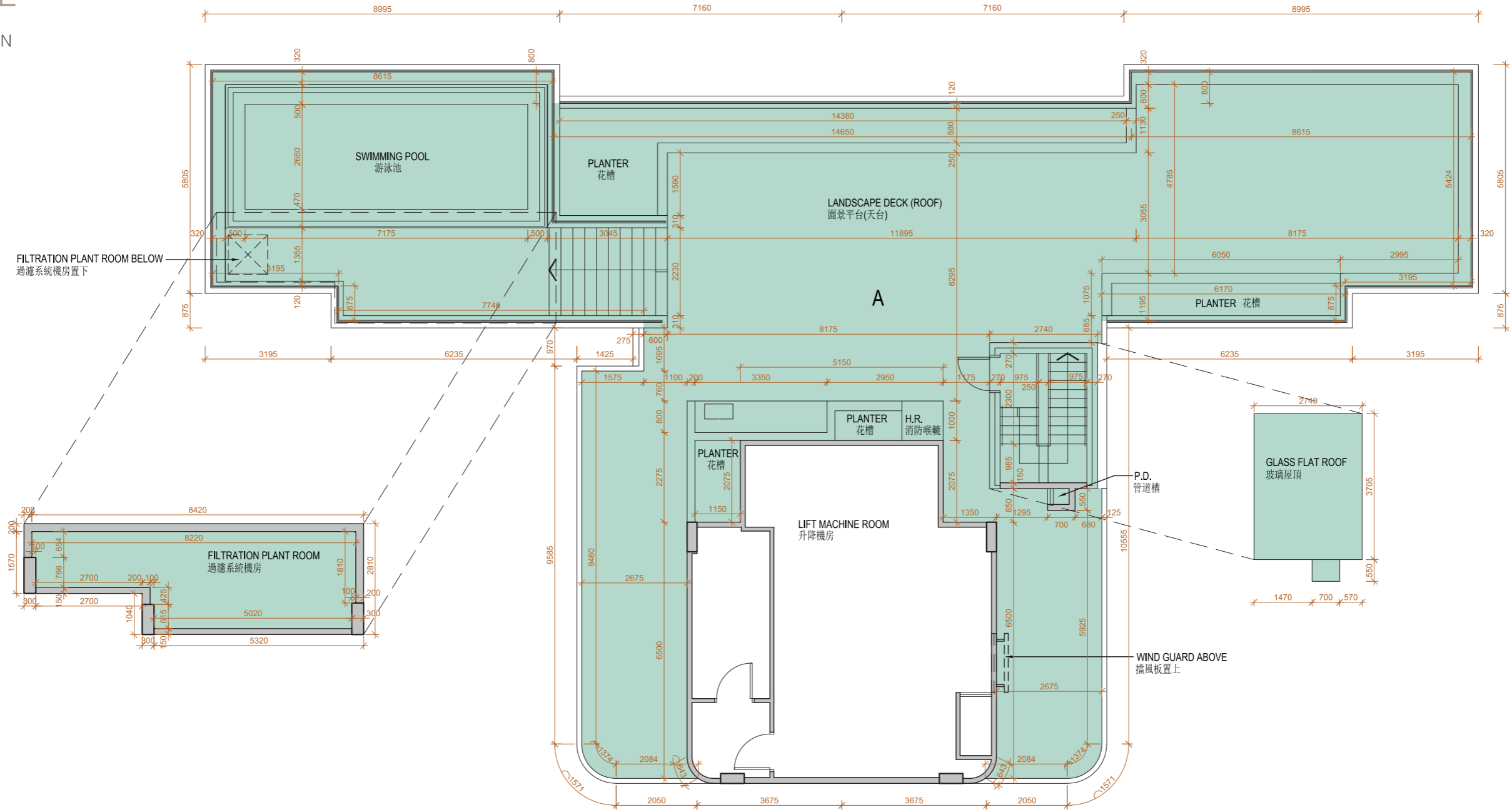
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2. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 2  
第2座

ROOF PLAN  
天台平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 2 第2座

### ROOF PLAN 天台平面圖

	FLOOR 樓層	UNIT 單位
		A
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Roof 天台	Not applicable 不適用
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	Roof 天台	Not applicable 不適用

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.

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. Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
2. The dimensions of floor plans are all structural dimensions in millimeters.
3. The material of glass flat roof as shown on this Roof Plan is glass and therefore not regarded as "floor slab". In this connection, the Vendor is unable to provide the thickness of the floor slabs and floor-to-floor heights for "roof level".

#### 備註：

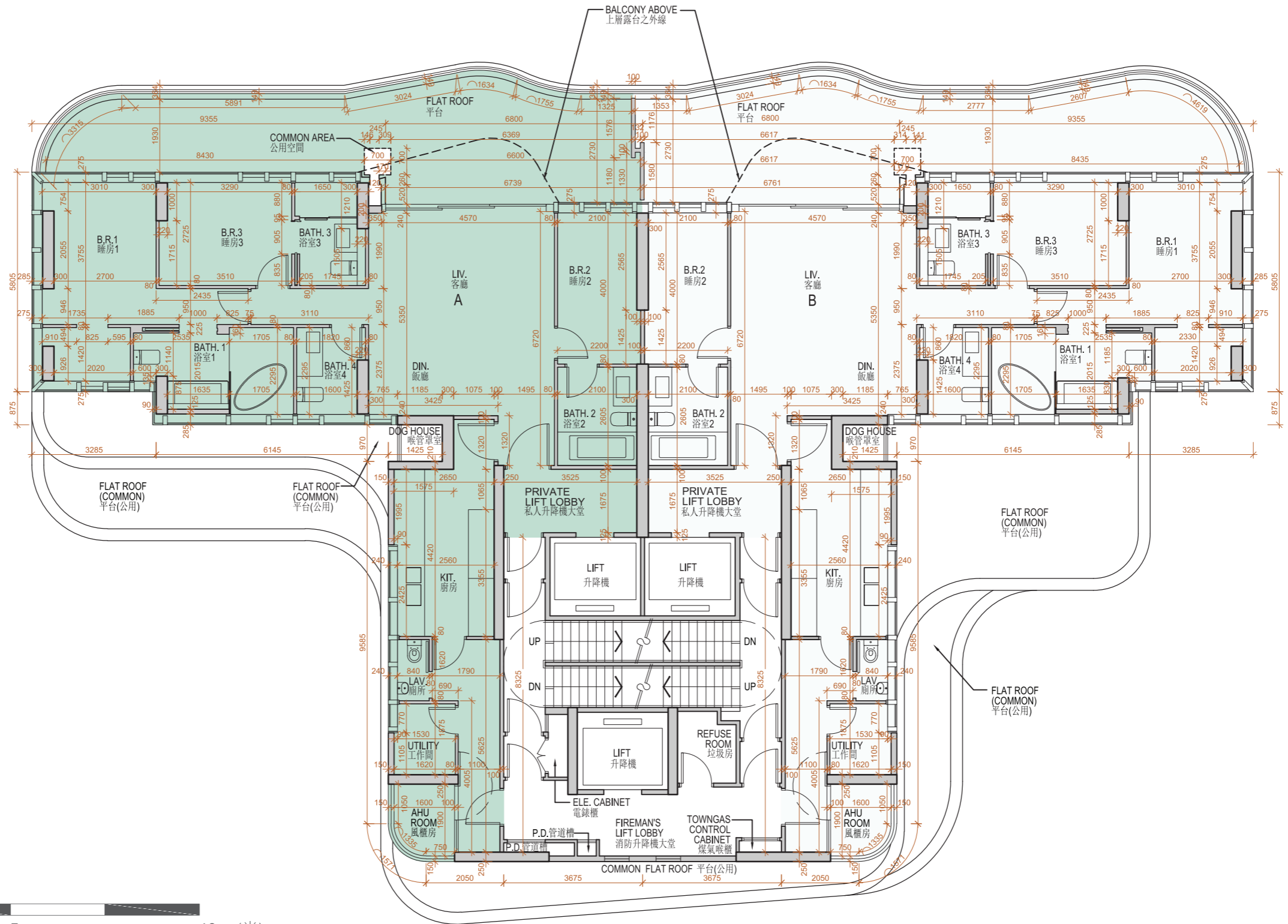
1. 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
2. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
3. 天台平面圖所顯示的玻璃平台的材質為玻璃，因此而不視為樓板。因此，賣方未能提供天台層樓板的厚度及層與層之間的高度。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 3  
第3座

1/F FLOOR PLAN  
1樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 3 第3座

1/F FLOOR PLAN  
1樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	1/F 1樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	1/F 1樓	3470	3470

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.

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:

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- The dimensions of floor plans are all structural dimensions in millimeters.

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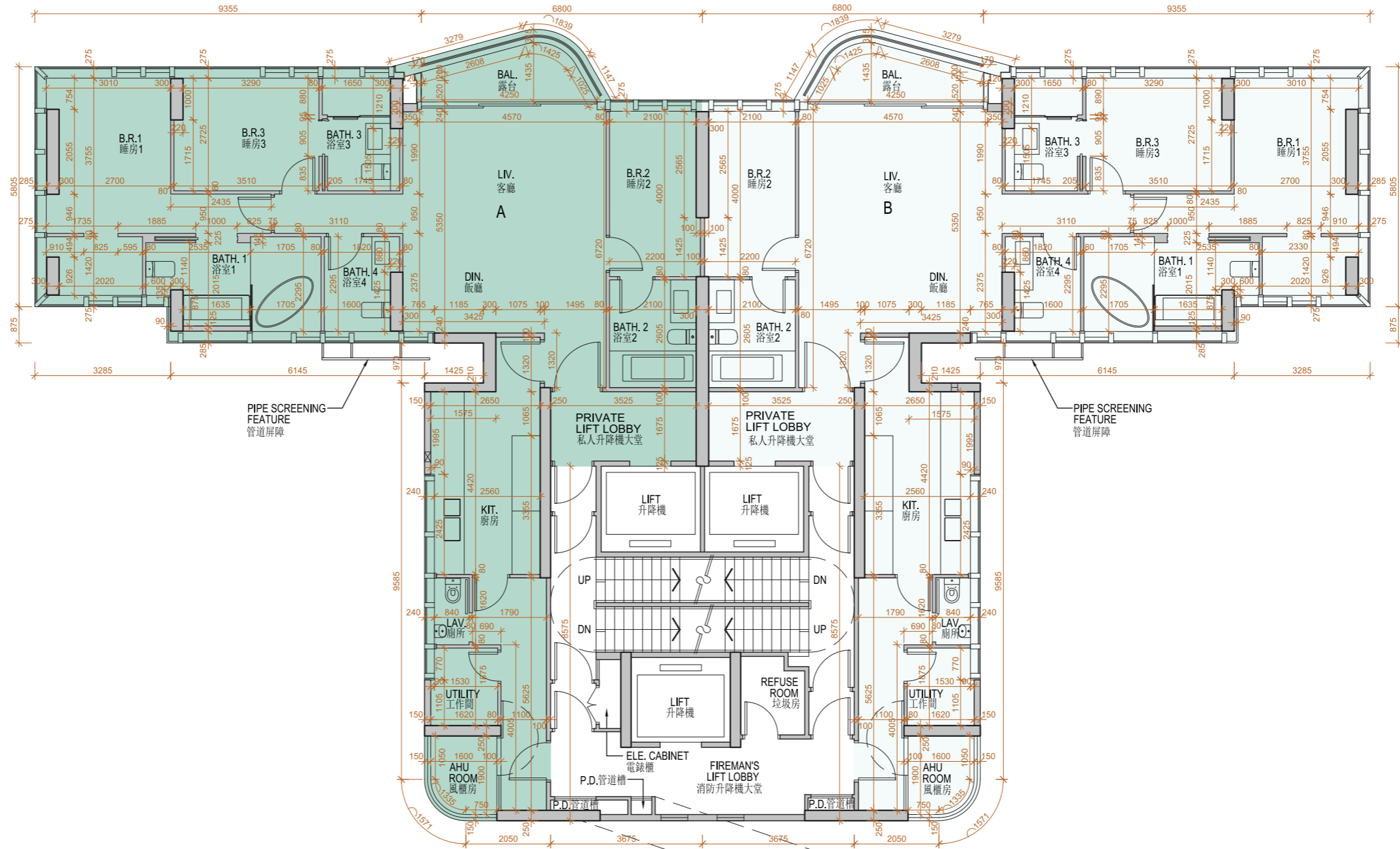
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- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

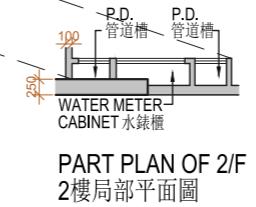
TOWER 3  
第3座

2/F - 3/F FLOOR PLAN  
2樓至3樓平面圖



Scale 比例: 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。





## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 3 第3座

2/F - 3/F FLOOR PLAN  
2樓至3樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	2/F - 3/F 2樓至3樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	2/F 2樓	3470	3470
	3/F 3樓	3470, 4020	3470, 4020

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.

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。

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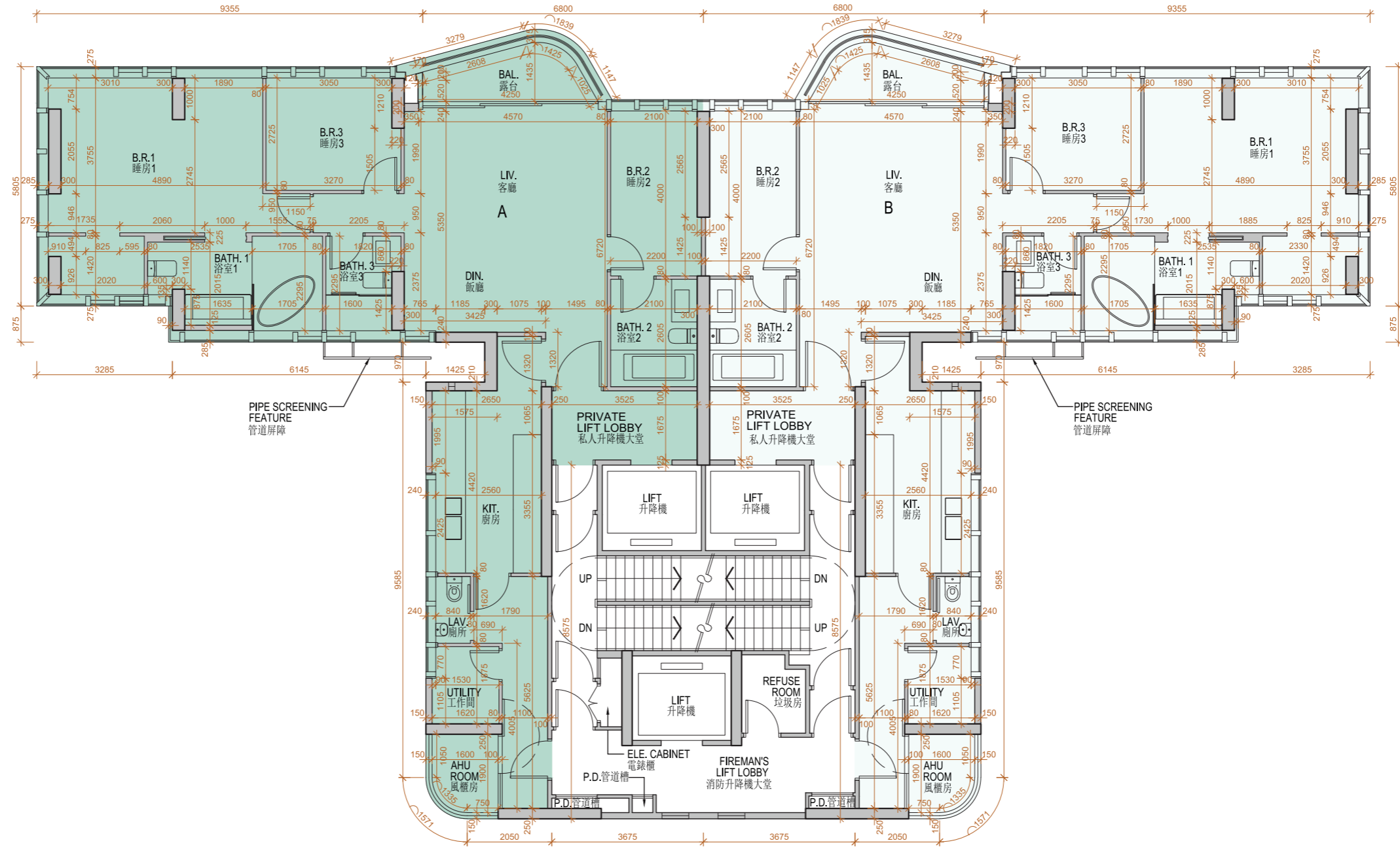
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11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 3  
第3座

5/F FLOOR PLAN  
5樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 3 第3座

5/F FLOOR PLAN  
5樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	5/F 5樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	5/F 5樓	3470, 4020	3470, 4020

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.

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。

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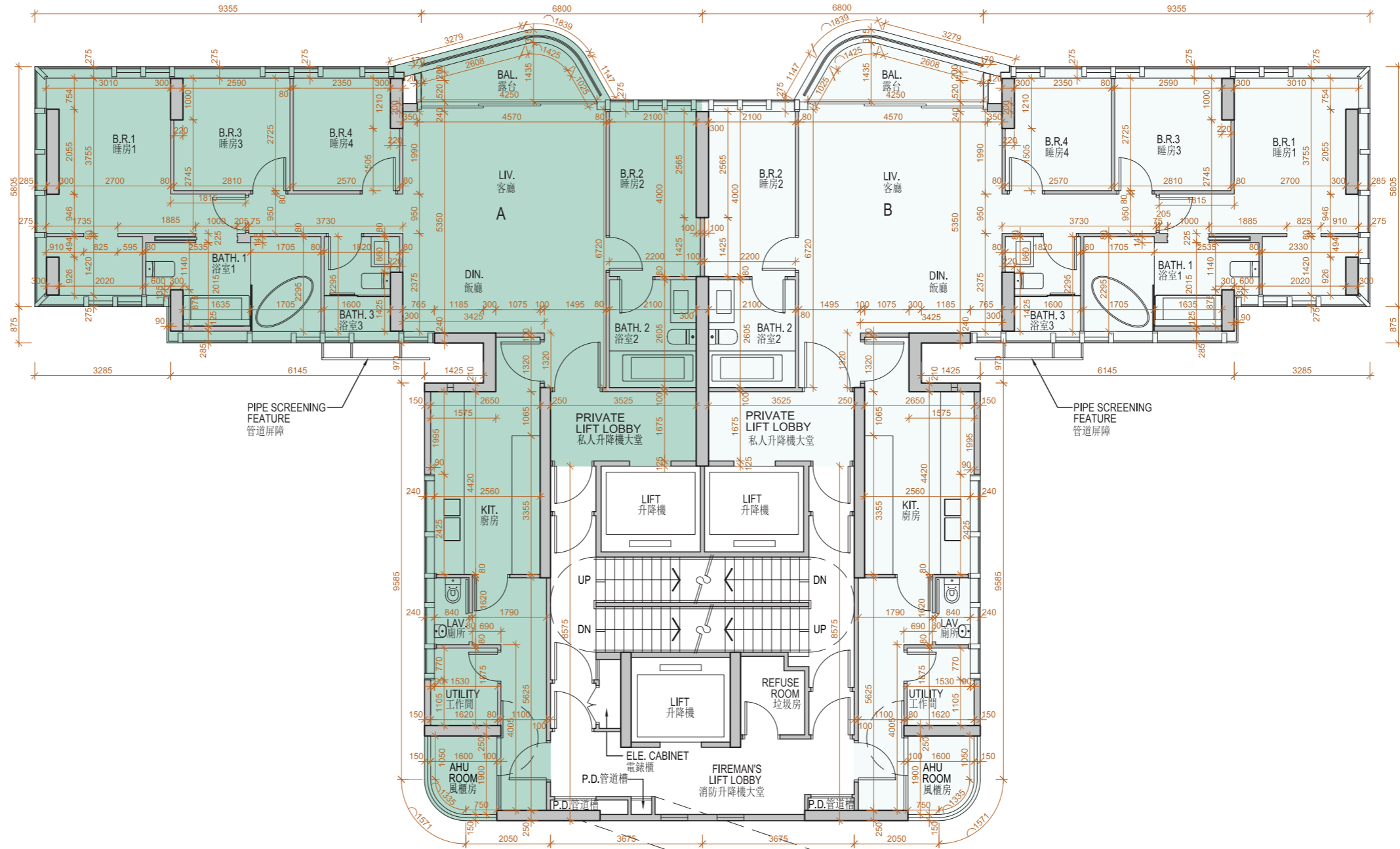
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11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

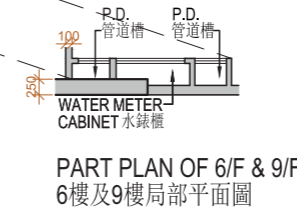
TOWER 3  
第3座

6/F - 9/F FLOOR PLAN  
6樓至9樓平面圖



Scale 比例: 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。



## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 3 第3座

6/F - 9/F FLOOR PLAN  
6樓至9樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	6/F - 9/F 6樓至9樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	6/F - 9/F 6樓至9樓	3470	3470

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.

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。

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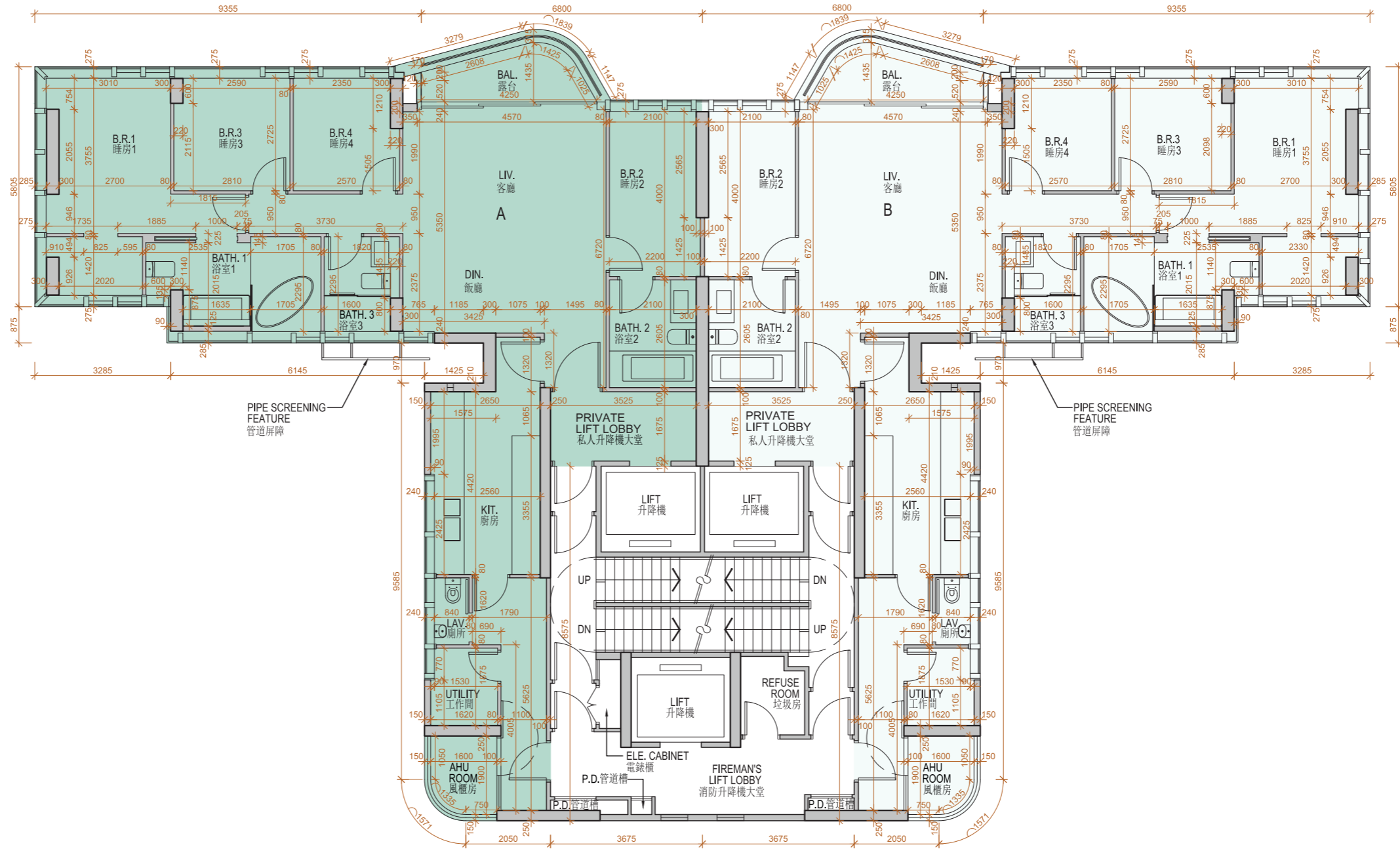
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2. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 3  
第3座

10/F FLOOR PLAN  
10樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 3 第3座

10/F FLOOR PLAN  
10樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	10/F 10樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	10/F 10樓	3470	3470

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.

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:

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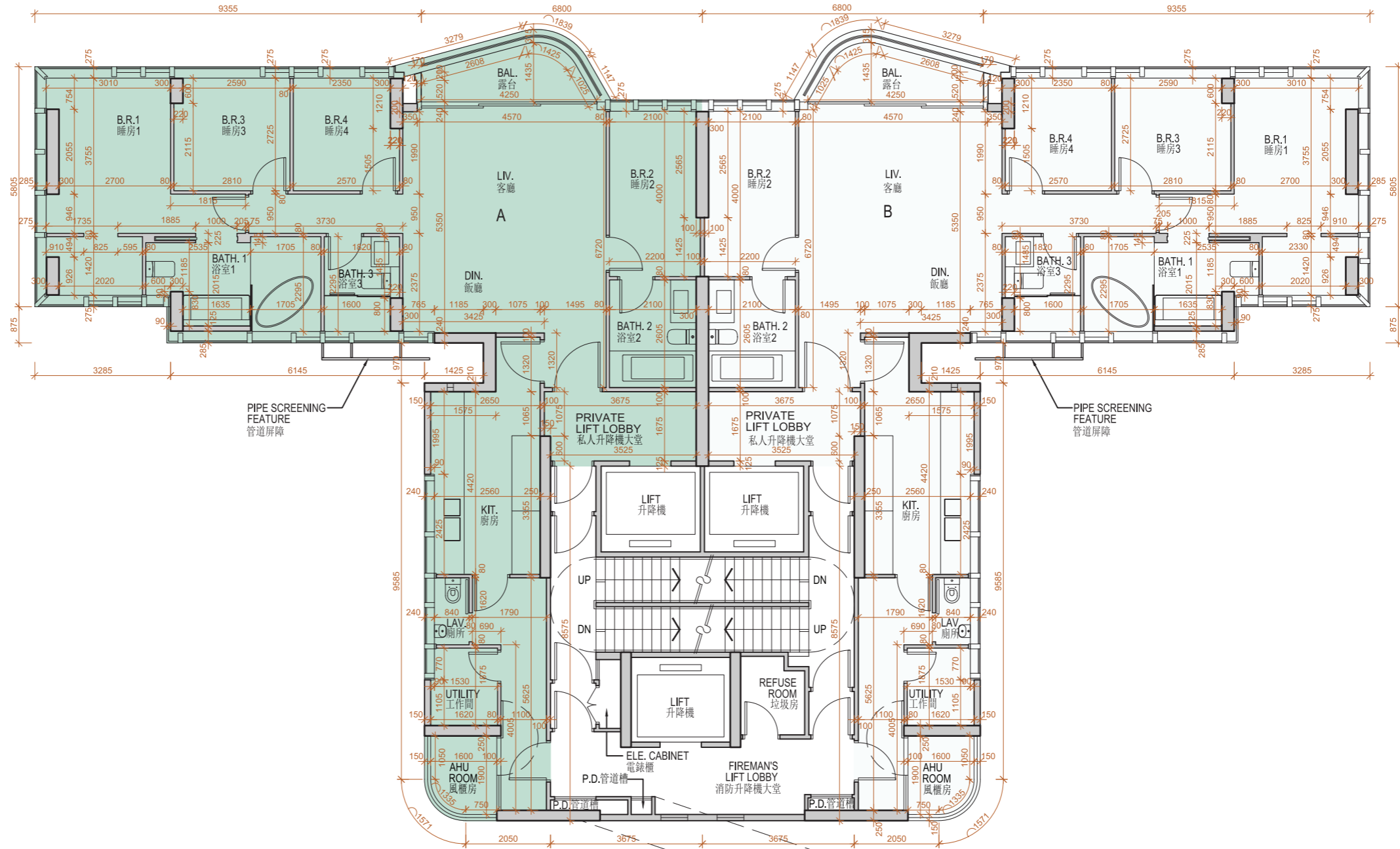
1. 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
2. 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 3  
第3座

11/F - 12/F FLOOR PLAN  
11樓至12樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

PART PLAN OF 12/F  
12樓局部平面圖



## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 3 第3座

11/F - 12/F FLOOR PLAN  
11樓至12樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	11/F - 12/F 11樓至12樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	11/F - 12/F 11樓至12樓	3470	3470

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.

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:

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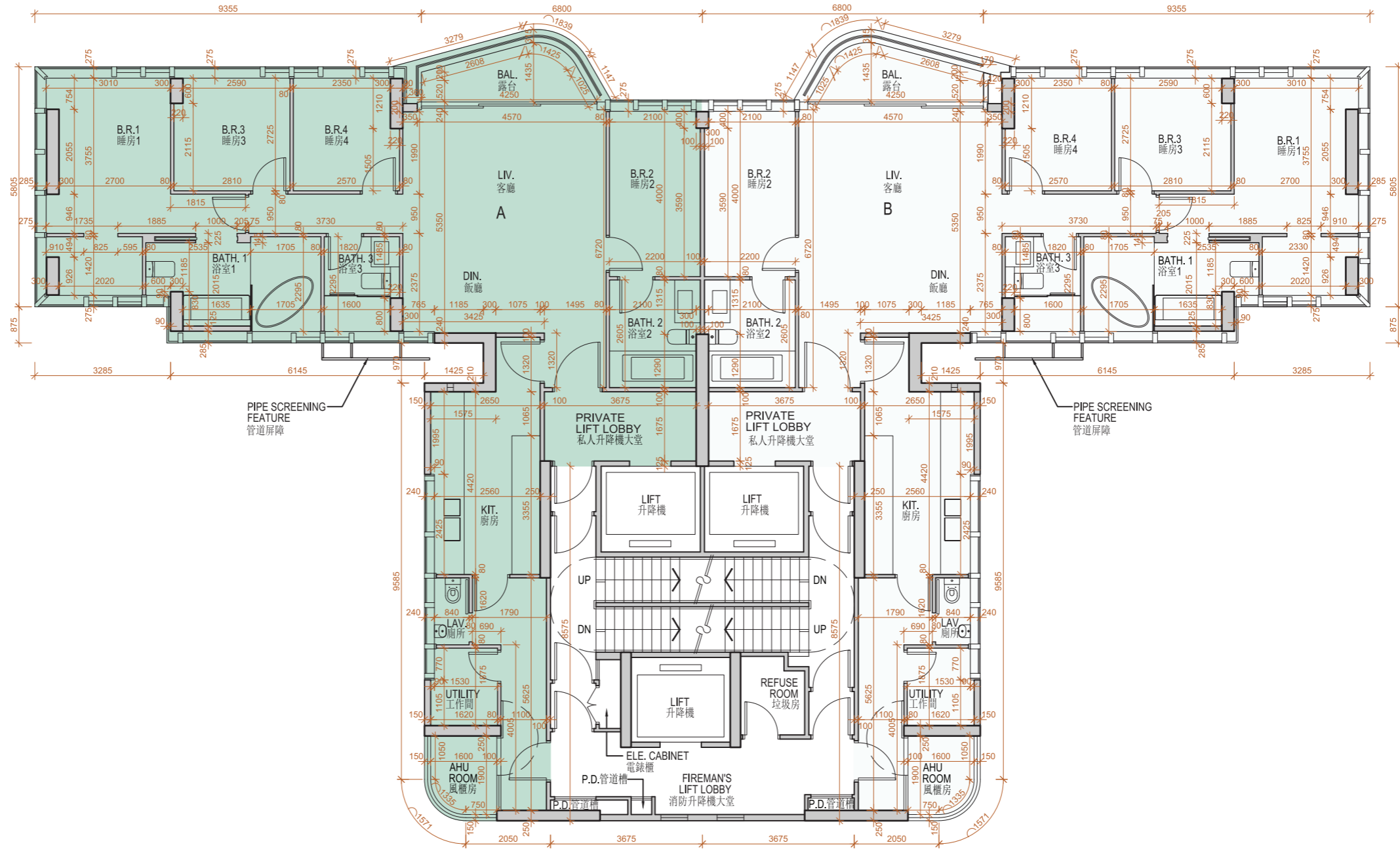
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11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 3  
第3座

15/F FLOOR PLAN  
15樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 3 第3座

15/F FLOOR PLAN  
15樓平面圖

	FLOOR 樓層	UNIT 單位	
		A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	15/F 15樓	150, 175	150, 175
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	15/F 15樓	3470, 3490, 4040	3470, 3490, 4040

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.

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。

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- The dimensions of floor plans are all structural dimensions in millimeters.

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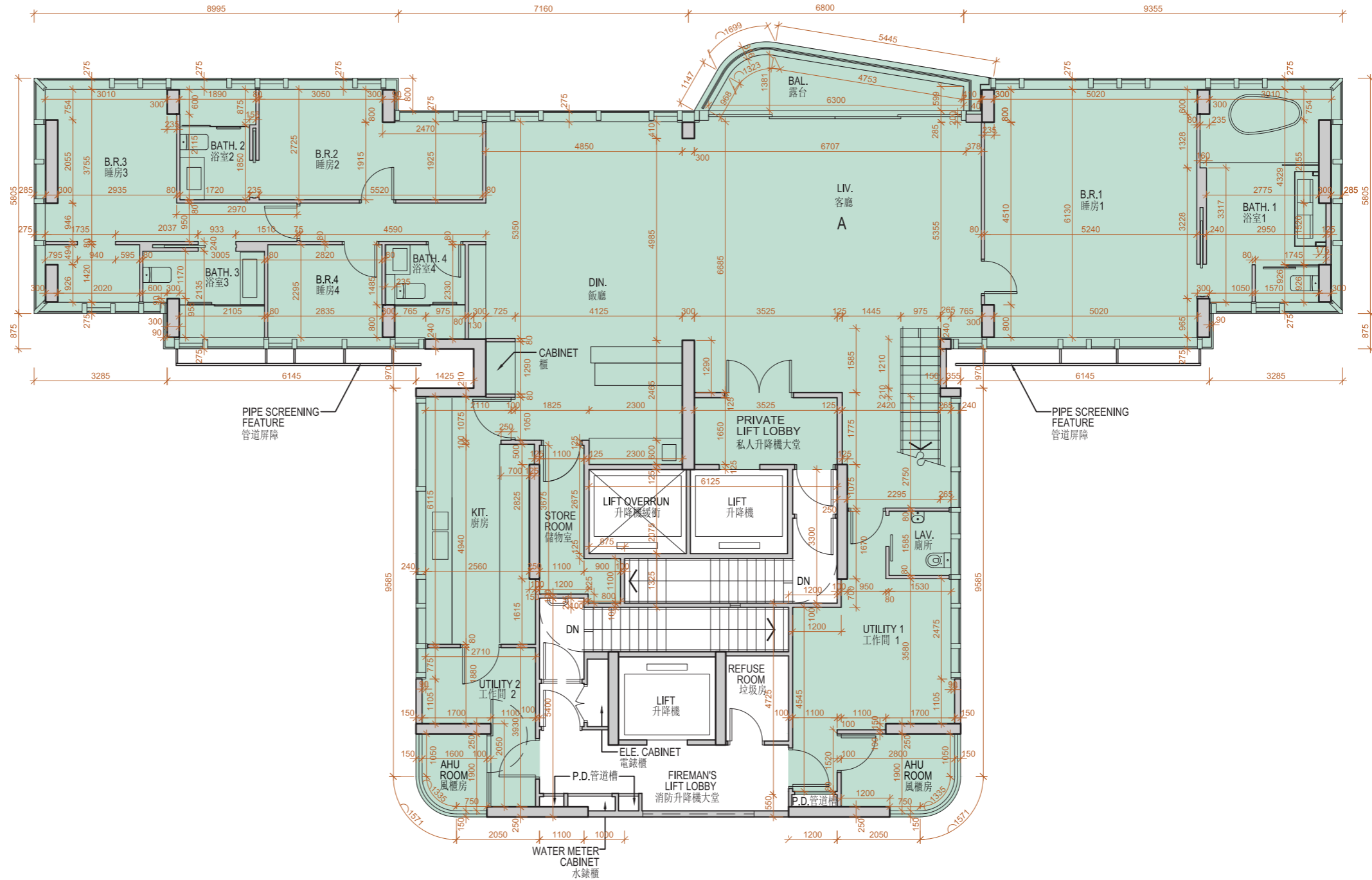
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11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 3  
第3座

16/F FLOOR PLAN  
16樓平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

#### TOWER 3 第3座

16/F FLOOR PLAN  
16樓平面圖

	FLOOR 樓層	UNIT 單位
		A
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	16/F 16樓	150, 200, 225, 250
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	16/F 16樓	3500, 4050, 5000, 5450, 6000

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.

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:

- Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
- The dimensions of floor plans are all structural dimensions in millimeters.

備註：

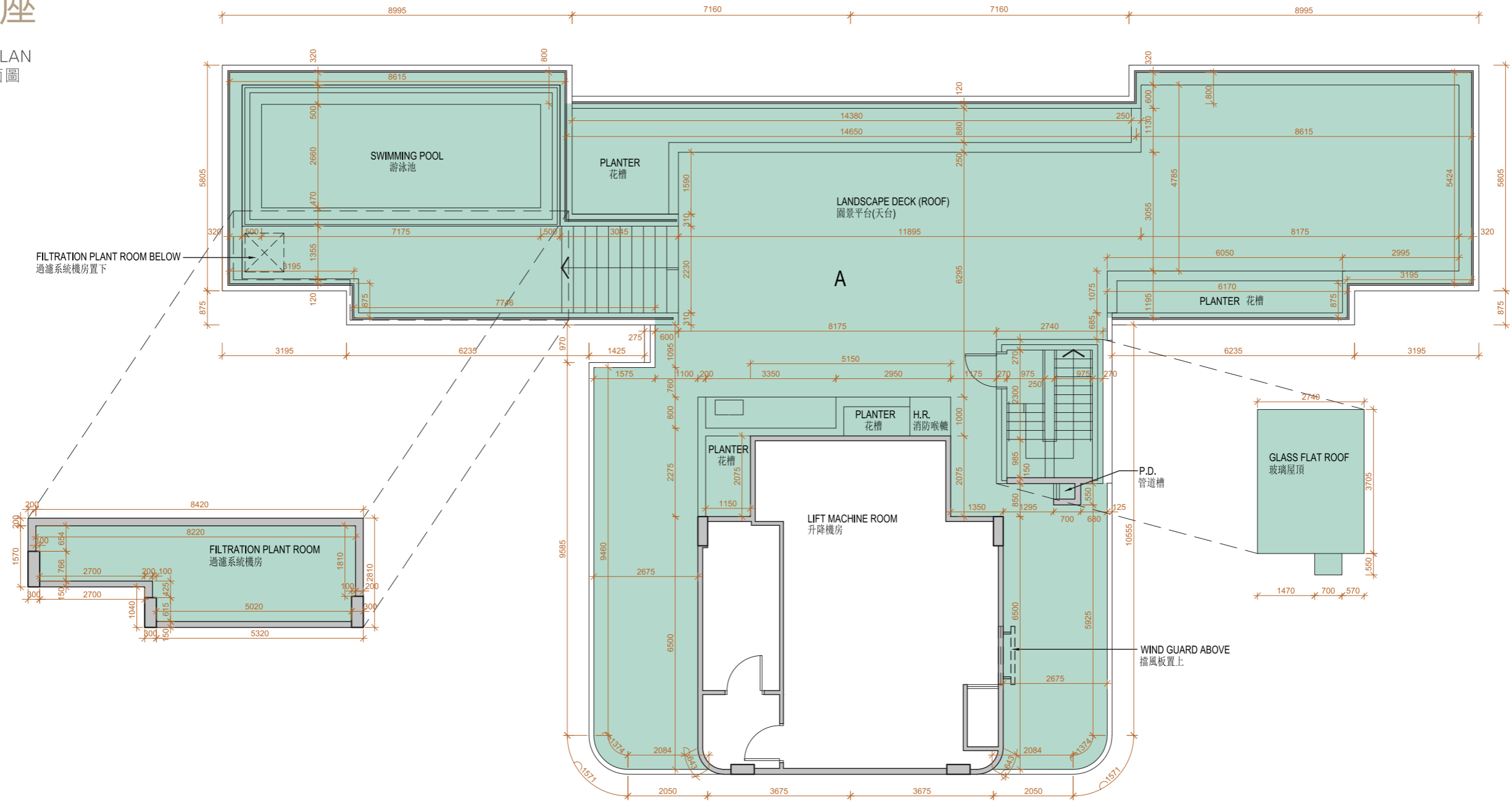
- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。

11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 3  
第3座

ROOF PLAN  
天台平面圖



Scale 比例: 0 5 10m (米)

Remarks: The dimensions of floor plans are all in millimeters.  
備註：樓面平面圖所列之尺寸為以毫米標示。

## 11. FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目的住宅物業的樓面平面圖

## TOWER 3 第3座

### ROOF PLAN 天台平面圖

	FLOOR 樓層	UNIT 單位
		A
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	Roof 天台	Not applicable 不適用
The floor-to-floor height (i.e. the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度(指該樓層之石屎地台面與上一層石屎地台面之高度距離)(毫米)	Roof 天台	Not applicable 不適用

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.

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:

- Please refer to page 21 of this Sales Brochure for the terms and abbreviations used in the floor plans of residential properties in the Development.
- The dimensions of floor plans are all structural dimensions in millimeters.
- The material of glass flat roof as shown on this Roof Plan is glass and therefore not regarded as "floor slab". In this connection, the Vendor is unable to provide the thickness of the floor slabs and floor-to-floor heights for "roof level".

#### 備註：

- 請參閱本售樓說明書第21頁為發展項目的住宅物業的樓面平面圖而設的名詞及簡稱。
- 樓面平面圖所列之尺寸為以毫米標示之建築結構尺寸。
- 天台平面圖所顯示的玻璃平台的材質為玻璃，因此而不視為樓板。因此，賣方未能提供天台層樓板的厚度及層與層之間的高度。

## 12. AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including Balcony, Utility Platform and Verandah (if any)) sq. metre (sq. ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (Not Included in the Saleable Area) 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)									
Tower 座數	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第 1 座	1/F 1樓	A	140.758 (1,515) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	39.892 (429)	-	-	-	-	-	-
		B	140.758 (1,515) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	42.771 (460)	-	-	-	-	-	-
	2/F-3/F, 5/F-12/F 2樓-3樓· 5樓-12樓	A	147.188 (1,584) Balcony 露台: 6.430 (69) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
		B	147.188 (1,584) Balcony 露台: 6.430 (69) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
	15/F 15樓	A	147.404 (1,587) Balcony 露台: 6.550 (71) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
		B	147.188 (1,584) Balcony 露台: 6.430 (69) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
	16/F 16樓	A	292.357 (3,147) Balcony 露台: 8.917 (96) Utility Platform 工作平台: - (-)	7.930 (85)	-	-	10.152 (109)	-	-	262.647 (2,827)	7.227 (78)	-	-

The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any) to the extent that they form part of the residential property (not included in salesable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Remarks :

1. The areas in square metre have been converted to square feet based on a conversion ratio of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
2. 4/F, 13/F, 14/F are omitted.
3. There is no verandah & utility platform in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目（如有）的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 上述以平方呎表述之面積由以平方米表述之面積是以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 不設4樓、13樓及14樓。
3. 發展項目住宅物業不設工作平台及陽台。



## 12. AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including Balcony, Utility Platform and Verandah (if any)) sq. metre (sq. ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (Not Included in the Saleable Area) 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)									
Tower 座數	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第 2 座	1/F 1樓	A	140.758 (1,515) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	38.941 (419)	-	-	-	-	-	-
		B	140.758 (1,515) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	41.397 (446)	-	-	-	-	-	-
	2/F-3/F, 5/F-12/F 2樓-3樓· 5樓-12樓	A	147.188 (1,584) Balcony 露台: 6.430 (69) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
		B	147.188 (1,584) Balcony 露台: 6.430 (69) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
	15/F 15樓	A	147.404 (1,587) Balcony 露台: 6.550 (71) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
		B	147.188 (1,584) Balcony 露台: 6.430 (69) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
	16/F 16樓	A	300.679 (3,237) Balcony 露台: 8.917 (96) Utility Platform 工作平台: - (-)	7.930 (85)	-	-	10.152 (109)	-	-	262.647 (2,827)	7.227 (78)	-	-

The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any) to the extent that they form part of the residential property (not included in salesable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Remarks :

1. The areas in square metre have been converted to square feet based on a conversion ratio of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
2. 4/F, 13/F, 14/F are omitted.
3. There is no verandah & utility platform in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目（如有）的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 上述以平方呎表述之面積由以平方米表述之面積是以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 不設4樓、13樓及14樓。
3. 發展項目住宅物業不設工作平台及陽台。

## 12. AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

### 發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including Balcony, Utility Platform and Verandah (if any)) sq. metre (sq. ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (Not Included in the Saleable Area) 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)									
Tower 座數	Floor 樓層	Unit 單位		Air-Conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 3 第 3 座	1/F 1樓	A	140.758 (1,515) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	38.960 (419)	-	-	-	-	-	-
		B	140.758 (1,515) Balcony 露台:- (-) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	41.416 (446)	-	-	-	-	-	-
	2/F-3/F, 5/F-12/F 2樓-3樓· 5樓-12樓	A	147.188 (1,584) Balcony 露台: 6.430 (69) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
		B	147.188 (1,584) Balcony 露台: 6.430 (69) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
	15/F 15樓	A	147.404 (1,587) Balcony 露台: 6.550 (71) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
		B	147.188 (1,584) Balcony 露台: 6.430 (69) Utility Platform 工作平台: - (-)	2.885 (31)	-	-	-	-	-	-	-	-	-
	16/F 16樓	A	300.679 (3,237) Balcony 露台: 8.917 (96) Utility Platform 工作平台: - (-)	7.930 (85)	-	-	10.152 (109)	-	-	262.647 (2,827)	7.227 (78)	-	-

The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any) to the extent that they form part of the residential property (not included in salesable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Remarks :

- The areas in square metre have been converted to square feet based on a conversion ratio of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
- 4/F, 13/F, 14/F are omitted.
- There is no verandah & utility platform in the residential properties in the Development.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台（如有）之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目（如有）的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

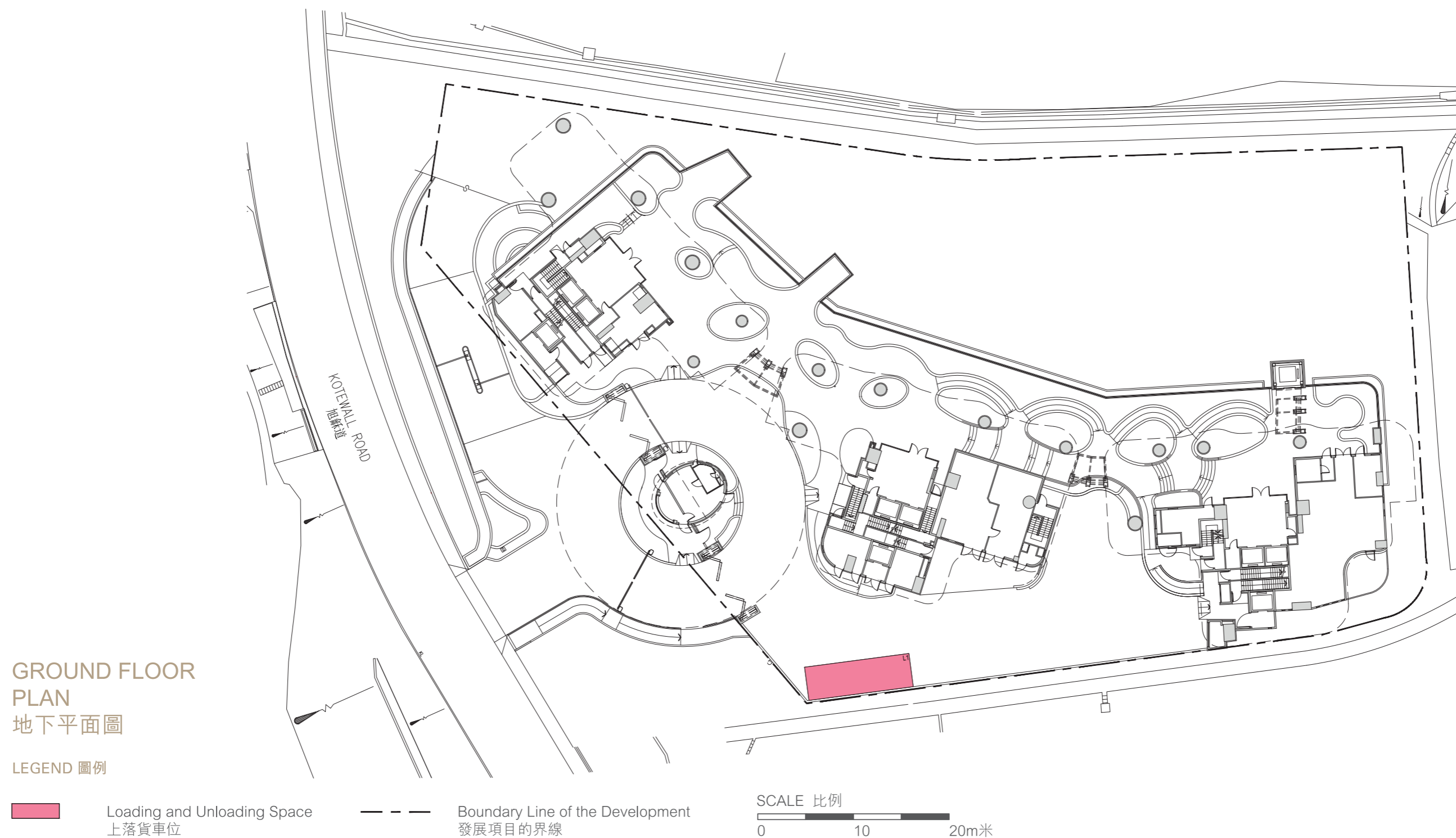
- 上述以平方呎表述之面積由以平方米表述之面積是以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
- 不設4樓、13樓及14樓。
- 發展項目住宅物業不設工作平台及陽台。

### 13. FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

#### 發展項目中的停車位的樓面平面圖

Remarks :  
Please refer to page 83 of this Sales Brochure for the categories, numbers, dimensions and areas of each parking space as shown and marked in the Ground Floor Plan below.

備註：  
以下地下平面圖所標示之停車位的類別、數目、尺寸及面積，請參閱本售樓說明書第83頁。



### 13. FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

#### 發展項目中的停車位的樓面平面圖

Remarks :  
Please refer to page 83 of this Sales Brochure for the categories, numbers, dimensions and areas of each parking space as shown and marked in the Basement 1 Floor Plan below.

備註：  
以下地庫1層平面圖所標示之停車位的類別、數目、尺寸及面積，請參閱本售樓說明書第83頁。

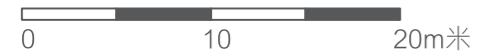


#### BASEMENT 1 FLOOR PLAN 地庫1層平面圖

##### LEGEND 圖例

- Residential Parking Spaces  
住宅停車位
- Loading and Unloading Spaces  
上落貨車位
- ♿ Accessible Parking Spaces  
暢通易達住宅停車位
- Boundary Line of the Development  
發展項目的界線

##### SCALE 比例



### 13. FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

#### 發展項目中的停車位的樓面平面圖

Remarks :  
Please refer to page 83 of this Sales Brochure for the categories, numbers, dimensions and areas of each parking space as shown and marked in the Basement 2 Floor Plan below.

備註：  
以下地庫2層平面圖所標示之停車位的類別、數目、尺寸及面積，請參閱本售樓說明書第83頁。

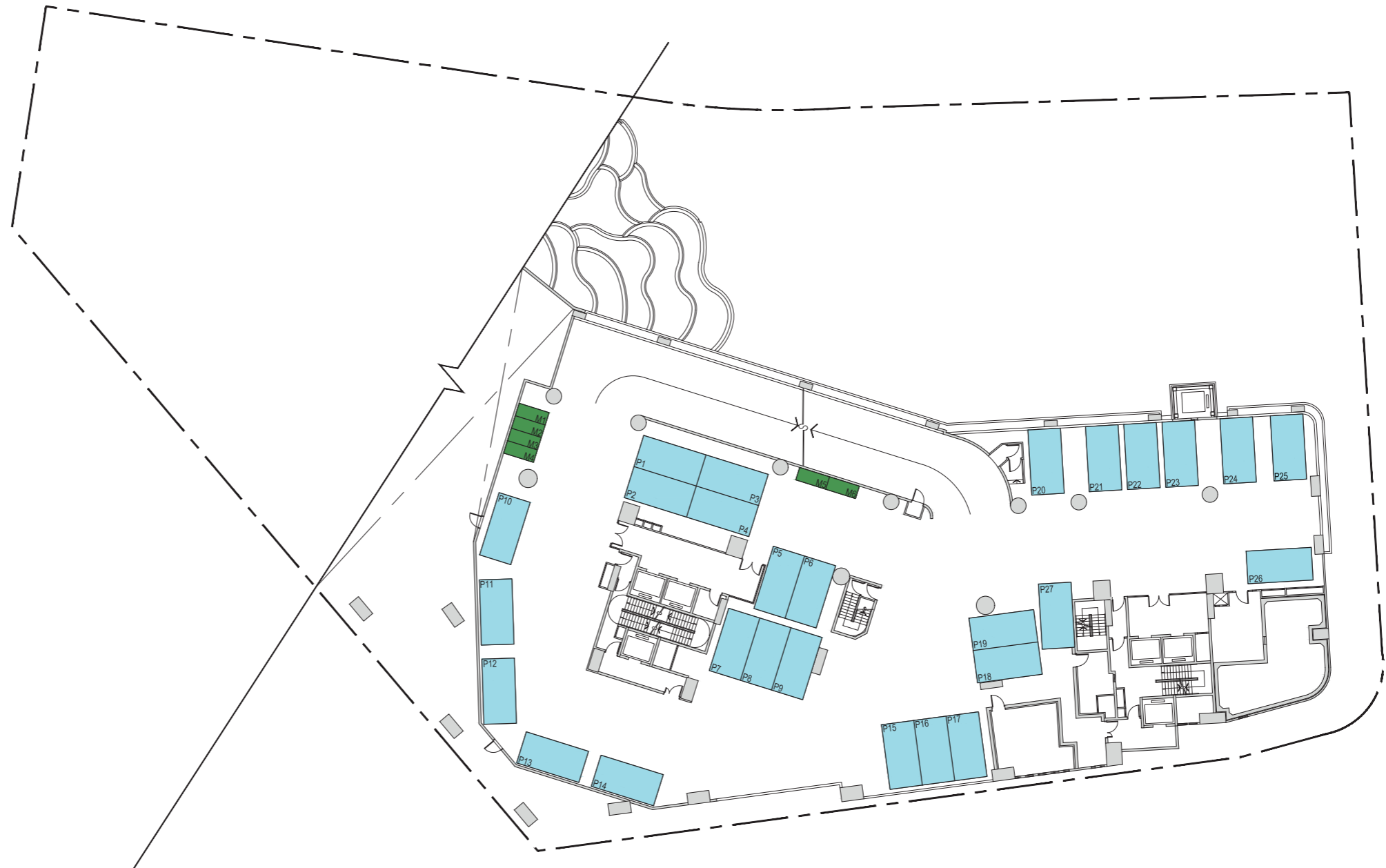


#### BASEMENT 2 FLOOR PLAN 地庫2層平面圖

##### LEGEND 圖例

- Residential Parking Spaces  
住宅停車位
- Motor Cycle Parking Spaces  
住客電單車停車位
- Boundary Line of the Development  
發展項目的界線

##### SCALE 比例



### 13. FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

#### 發展項目中的停車位的樓面平面圖

Remarks :  
Please refer to page 83 of this Sales Brochure for the categories, numbers, dimensions and areas of each parking space as shown and marked in the Basement 3 Floor Plan below.

備註：  
以下地庫3層平面圖所標示之停車位的類別、數目、尺寸及面積，請參閱本售樓說明書第83頁。



#### BASEMENT 3 FLOOR PLAN 地庫3層平面圖

##### LEGEND 圖例

-  Residential Parking Spaces  
住宅停車位
-  Motor Cycle Parking Spaces  
住客電單車停車位
-  Boundary Line of the Development  
發展項目的界線

##### SCALE 比例



### 13. FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

#### 發展項目中的停車位的樓面平面圖

Categories, Numbers, Dimensions and Area of Parking Spaces in the Development are as follows:

發展項目停車位的類別、數目、尺寸及面積如下：

Floor 樓層	Legend 圖例	Category of Parking Spaces 停車位類別	Parking Space Number 停車位編號	Total Number 數目	Dimensions (Length x Width) (m) 尺寸(長 x 闊)(米)	Area of each Parking Space 每個停車位面積(平方米)
Basement 3 地庫3層		Motor Cycle Parking Spaces 住客電單車停車位	M7 & M8	2	2.4 x 1.0	2.4
		Residential Parking Spaces 住宅停車位	P1, P2, P3, P4, P5, P6, P7, P8, P9, P10, P11, P12, P13, P14, P15, P16 & P17	17	5.0 x 2.5	12.5
Basement 2 地庫2層		Motor Cycle Parking Spaces 住客電單車停車位	M1, M2, M3, M4, M5 & M6	6	2.4 x 1.0	2.4
		Residential Parking Spaces 住宅停車位	P1, P2, P3, P4, P5, P6, P7, P8, P9, P10, P11, P12, P13, P14, P15, P16, P17, P18, P19, P20, P21, P22, P23, P24, P25, P26 & P27	27	5.0 x 2.5	12.5
Basement 1 地庫1層		Residential Parking Spaces 住宅停車位	P2, P3, P4, P5, P6, P7, P8, P9, P10, P11, P12, P13, P14, P15, P16, P17, P18, P19, P20, P21, P22, P23, P24, P25, P26, P28, P29, P30 & P31	29	5.0 x 2.5	12.5
		Accessible Parking Spaces 暢通易達住宅停車位	P1 ACC. & P27 ACC.	2	5.0 X 3.5	17.5
		Loading and Unloading Spaces 上落貨車位	L1 & L2	2	11.0 x 3.5	38.5
Ground 地下		Loading and Unloading Space 上落貨車位	L1	1	11.0 X 3.5	38.5

## 14. SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

### 臨時買賣合約的摘要

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



## 15. SUMMARY OF DEED OF MUTUAL COVENANT

### 公契的摘要

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

#### A. Common parts of the Development

(i) “**Common Areas and Facilities**” means the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities;

(ii) “**Development Common Areas and Facilities**” means and includes :-

- (a) such part of the Covered Landscape Areas forming part of the Development Common Areas and Facilities;
- (b) such part of the Greenery Areas forming part of the Development Common Areas and Facilities;
- (c) master water meter room, transformer room 1 and 2, fuel tank room and its associated protected lobby, emergency generator room, fire control room, accessible lavatory, staircase pressurization room, switch room, telecommunications and broadcasting equipment room, the areas for the installation or use of telecommunication network facilities, refuse storage & material recovery chamber, irrigation pump room, check meter cabinet, security office, security kiosk, electrical room, extra low voltage room, water tank for street fire hydrant, pump room for street fire hydrant, lobby and stairways to Recreational Facilities, lift pit zone, lift lobby, lift, required staircase and protected lobby, F.S. water tank, F.S. pump room, F.S. check meter cabinet, air duct, pipe duct, covered landscape area, matching cover for the cable trench;
- (d) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole or otherwise not of any individual Owner; and
- (e) such other areas and facilities of and in the Land and the Development designated as Development Common Areas and Facilities in accordance with the DMC

which are for the purposes of identification only shown coloured Orange, Orange Hatched Black and Orange Dotted Black on the DMC Plans (certified as to their accuracy by the Authorized Person) annexed to the DMC, PROVIDED THAT where appropriate, if any parts of the Development other than the Carpark and the Residential Accommodation :-

- (i) are covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap. 344) (“the Ordinance”) and/or
- (ii) fall within the categories as specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities, but shall exclude the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities;

(iii) “**Residential Common Areas and Facilities**” means and includes :-

- (a) such part of the Covered Landscape Areas forming part of the Residential Common Areas and Facilities;
- (b) the Loading and Unloading Spaces and the Accessible Parking Spaces;
- (c) such part of the Greenery Areas forming part of the Residential Common Areas and Facilities;
- (d) the Common Electric Vehicle Facilities and Recreational Facilities;

(e) entrance lobby, store room, fire control room, lifts, lift lobbies, electrical room, pipe duct, F.S. inlet, F.S. control room, hose reel cabinet, potable flushing water pump room, water meter cabinet, hose reel, flushing water pump room, flat roof, canopy, irrigation point, planters, inaccessible planters, gas main valve cabinet, lift machine room, lift machine room (cooling cabinet), the areas for the installation or use of aerial broadcast distribution, landscape garden, covered landscape area, dog house, refuse room, electricity meter cabinet, town gas control cabinet, staircase, staircases;

(f) such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner; and

(g) such other areas and facilities of and in the Land and the Development designated as Residential Common Areas and Facilities in accordance with the DMC

which for the purposes of identification only are shown coloured Red, Red Hatched Black, Red Dotted Black, Green, Green Dotted Black and in Green Broken Line on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Residential Accommodation :-

- (i) are covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Ordinance and/or
- (ii) fall within the categories as specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities and the Carpark Common Areas and Facilities;

(iv) “**Carpark Common Areas and Facilities**” means and includes :-

- (a) the whole of the Carpark except the Parking Spaces and the Accessible Parking Spaces (which form parts of the Residential Common Areas and Facilities);
- (b) driveway, ramp, fire control valve room, staircase, lift lobby, electrical room, sprinkler, pump room, check meter cabinet, water tank, waiting area and such other areas and facilities of and in the Land and the Development for the common use and benefit of the Carpark as a whole or otherwise not of any individual Owner; and
- (c) such other areas and facilities of and in the Land and the Development designated as Carpark Common Areas and Facilities in accordance with the DMC,

which for the purposes of identification only are shown coloured Yellow on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Carpark :-

- (i) are covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Ordinance and/or
- (ii) fall within the categories as specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities and the Residential Common Areas and Facilities;

## 15. SUMMARY OF DEED OF MUTUAL COVENANT

### 公契的摘要

- (v) **“Common Electric Vehicle Facilities”** means all such facilities installed or to be installed in the Common Areas and Facilities for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Chapter 374) and parked at the Accessible Parking Spaces, and such facilities shall include but not limited to such wires, cables, ducts, trunking, electrical vehicle chargers, electric meters, base box, socket outlet, locks, covers and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.
- (vi) **“Sub-Deed of Mutual Covenant”** means a Sub-Deed of Mutual Covenant to be entered into between the First Owner with other co-owners of the Development after the DMC setting forth the rights and obligations of the Owners of any part or parts of the Development.
- (vii) The Owners shall not convert any part of the Common Areas and Facilities to his own use or his own benefit unless approved by the Owner’s Committee.
- (viii) The Owners shall not obstruct the Common Areas and Facilities nor do anything in the Common Areas and Facilities as may be or become a nuisance to any other Owners or occupiers of the Development.
- (ix) The Common Areas and Facilities shall be under the exclusive control of the Manager, who is appointed to act as agent for and on behalf of all Owners duly authorized in accordance with the provisions of the DMC in respect of any matter concerning that Common Areas and Facilities.

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

##### Tower 1

Floor \ Unit	A	B
1	146	146
2	148	148
3	148	148
5	148	148
6	148	148
7	148	148
8	148	148
9	148	148
10	148	148
11	148	148
12	148	148
15	148	148
16	321	-

##### Tower 2

Floor \ Unit	A	B
1	146	146
2	148	148
3	148	148
5	148	148
6	148	148
7	148	148
8	148	148
9	148	148
10	148	148
11	148	148
12	148	148
15	148	148
16	330	-

##### Tower 3

Floor \ Unit	A	B
1	146	146
2	148	148
3	148	148
5	148	148
6	148	148
7	148	148
8	148	148
9	148	148
10	148	148
11	148	148
12	148	148
15	148	148
16	330	-

Notes :-

- (i) 4<sup>th</sup> Floor, 13<sup>th</sup> Floor and 14<sup>th</sup> Floor are omitted for all the Towers

## 15. SUMMARY OF DEED OF MUTUAL COVENANT

### 公契的摘要

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

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

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

(a) The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if formed).

(b) The annual budget shall be divided into the following parts:-

(i) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land, the Development and the Development Common Areas and Facilities;

(ii) The second part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities; and

(iii) The third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities,

(c) Each Owner shall contribute to the budgeted Management Expenses in the following manner:-

(i) Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development;

(ii) Each Owner of a Residential Unit shall contribute his due proportion of:-

I. the budgeted Management Expenses under the second part of the annual budget; and

II. a fraction of the budgeted Management Expenses under the third part of the annual budget calculated in accordance with the following formula :-

$$\text{Relevant fraction} = \frac{35 \text{ (i.e. Total gross floor area of all Accessible Parking Spaces in square metres)}}{966.7 \text{ (i.e. Total gross floor area of all Parking Spaces and all Accessible Parking Spaces in square metres)}}$$

which proportion shall equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units.

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

The amount of Management Fee Deposit is 3/12 of the first year's budgeted management expenses payable in respect of his unit.

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

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

Note: For full details, please refer to the full script of the draft DMC which is available for inspection free of charge during opening hours at the place at which the specified residential property is offered to be sold. A copy of the draft DMC can be obtained upon paying necessary photocopying charges.

## 15. SUMMARY OF DEED OF MUTUAL COVENANT

### 公契的摘要

發展項目公契及管理協議擬稿(「公契」)有下述條文:-

#### A. 發展項目的公用部分

(i) 「**公用地方及設施**」包括發展項目公用地方及設施、住宅公用地方及設施及停車場公用地方及設施。

(ii) 「**發展項目公用地方及設施**」指並包括:-

(a) 構成發展項目公用地方及設施的有蓋園景區部分;

(b) 構成發展項目公用地方及設施的綠化區部分;

(c) 主水錶室、變壓器室 1 和 2、油箱房及其相關防煙間、應急發電機室、消防控制室、無障礙衛生間、樓梯加壓室、電掣房、電訊及廣播設備室、安裝或使用電訊網絡設施的區域、垃圾儲存及物料回收室、灌溉泵房、檢測儀錶櫃、保安室、保安亭、電力房、超低壓室、街道消防栓水箱、街道消防栓泵房、通往康樂設施之大堂和樓梯、升降機井、升降機大堂、升降機及其所需樓梯和防煙間、消防水箱、消防泵房、消防檢測儀錶櫃、風管、管道、有蓋園景區、電纜溝渠之蓋板;

(d) 供整個發展項目(而非任何個別業主)共同使用與享用的其他該地段及發展項目內的地方及設施;及

(e) 根據公契劃定為發展項目公用地方及設施並位於該地段及發展項目內的其他地方及設施;

該等地方及設施在公契附錄的公契圖則(經認可人士確認準確性)上用橙色、橙色加黑斜線及橙色加黑點顯示,僅供識別,惟如適用,如果發展項目內任何部份(不包括停車場及住宅樓宇):

(i) 受該條例第 2 節列明「公用部分」的定義(a)段所涵蓋及/或

(ii) 屬該條例第一附表指定的任何部分和受建築物管理條例(第344章)(「該條例」)第 2 節列明「公用部分」的定義(b)段所涵蓋,

則該等部分亦應被視為包括在並構成發展項目公用地方及設施的一部分,但不包括住宅公用地方及設施及停車場公用地方及設施;

(iii) 「**住宅公用地方及設施**」指並包括:-

(a) 構成住宅公用地方及設施的有蓋園景區部分;

(b) 上落貨車位及暢通易達停車位;

(c) 構成住宅公用地方及設施的綠化區部分;

(d) 公共電動車設施及康樂設施;

(e) 入口大廳、儲藏室、消防控制室、升降機、升降機大堂、電力房、管道槽、消防入水掣、消防控制室、消防喉轆櫃、食水及沖廁水泵房、水錶櫃、消防喉轆、沖廁水泵房、平台、雨篷、澆水龍頭、花槽、無法進入的花槽、煤氣主閥櫃、升降機房、升降機房(冷卻櫃)、安裝或使用無線廣播分導的區域、花園、有蓋園景區、室外管道檢修井、垃圾房、電錶櫃、煤氣控制櫃、樓梯;

(f) 供整個住宅樓宇(而非任何個別業主)共同享用的其他該地段及發展項目內的地方及設施;及

(g) 根據公契劃定為住宅公用地方及設施並位於該地段及發展項目內的其他地方及設施;

該等地方及設施在公契附錄的公契圖則(經認可人士確認準確性)上用紅色、紅色加黑斜線、紅色加黑點、綠色、綠色加黑點及綠色虛線顯示,僅供識別,惟如適用,如果住宅樓宇內任何部份:

(i) 受該條例第 2 節列明「公用部分」的定義(a)段所涵蓋及/或

(ii) 屬該條例第一附表指定的任何部分和受該條例第 2 節列明「公用部分」的定義(b)段所涵蓋,

則該等部分亦應被視為包括在並構成住宅公用地方及設施的一部分,但不包括發展項目公用地方及設施及停車場公用地方及設施;

(iv) 「**停車場公用地方及設施**」指並包括:-

(a) 整個停車場(構成住宅公用地方及設施部分的停車位及暢通易達停車位除外);

(b) 車道、斜道、消防閩室、樓梯、升降機大堂、電力房、灑水裝置、泵房、檢測水錶櫃、水缸、等候區及供整個停車場(而非任何個別業主)共同使用與享用的其他該地段及發展項目內的地方及設施;及

(c) 根據公契劃定為停車場公用地方及設施並位於該地段及發展項目內的其他地方及設施;

該等地方及設施在公契圖則上用黃色顯示,僅供識別,惟如適用,如果停車場內任何部份:

(i) 受該條例第 2 節列明「公用部分」的定義(a)段所涵蓋及/或

(ii) 屬該條例第一附表指定的任何部分和受該條例第 2 節列明「公用部分」的定義(b)段所涵蓋,

則該等部分亦應被視為包括在並構成停車場公用地方及設施的一部分,但不包括發展項目公用地方及設施及住宅公用地方及設施。

(v) 「**公共電動車設施**」指為了或就停泊於暢通易達住宅停車位根據《道路交通條例》(第374章)的持牌電動車充電用途而在公用地方及設施安裝或將安裝的所有設施,而該等設施包括但不限於為了或就該用途而設的電線、電纜、管道、幹槽、電動車充電器、電錶、基底盒、插座、鎖、蓋及其他保安及/或保護裝備、設備、器具及其他電力或其他裝置。

(vi) 「**副公契**」指於簽立公契後第一業主與發展項目的其他共同擁有人之間訂立的公契副公契,列明業主就發展項目任何部份的權益和責任。

(vii) 除非獲業主委員會批准,業主不得將任何公用地方及設施之部分改為作自己使用或享用。

(viii) 業主不得阻礙公用地方及設施,亦不得在公用地方及設施作出任何對發展項目的任何其他業主或佔用人造成滋擾的行為。

(ix) 公用地方及設施須由管理人專門控制。管理人獲正式委任代表全體業主持按公契處理公用地方及設施的任何事宜。

#### B. 分配予發展項目中每個住宅物業的不分割份數的數目

第1座

樓層 \ 單位	A	B
1	146	146
2	148	148
3	148	148
5	148	148
6	148	148
7	148	148
8	148	148
9	148	148
10	148	148
11	148	148
12	148	148
15	148	148
16	321	-

## 15. SUMMARY OF DEED OF MUTUAL COVENANT

### 公契的摘要

#### 第2座

樓層 \ 單位	A	B
1	146	146
2	148	148
3	148	148
5	148	148
6	148	148
7	148	148
8	148	148
9	148	148
10	148	148
11	148	148
12	148	148
15	148	148
16	330	-

#### 第3座

樓層 \ 單位	A	B
1	146	146
2	148	148
3	148	148
5	148	148
6	148	148
7	148	148
8	148	148
9	148	148
10	148	148
11	148	148
12	148	148
15	148	148
16	330	-

#### 備註：

(i) 所有座數不設4樓、13樓及14樓

#### C. 有關發展項目的管理人的委任年期

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

#### D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

(a) 管理人須在諮詢業主委員會（如已經成立）後編製來年的年度預算。

(b) 年度預算分開為以下部分：

- (i) 第一部分須涵蓋管理人認為(其決定應為最終，有明顯錯誤除外)為了全體業主的利益或妥善管理該土地、發展項目和發展項目公用地方及設施需要支出的一切開支；
- (ii) 第二部分須涵蓋管理人認為(其決定應為最終，有明顯錯誤除外)特別涉及住宅公用地方及設施開支；及
- (iii) 第三部分須涵蓋管理人認為(其決定應為最終，有明顯錯誤除外)特別涉及停車場公用地方及設施開支；

(c) 每位業主須按以下方式支付預算管理開支：

- (i) 每位單位業主須按其應佔比例分擔年度預算第一部分之預算管理開支，有關比例應相等於其單位之管理份數除以發展項目中所有管理份數的總數；及
- (ii) 每位住宅單位業主須按其應佔比例分擔：
  - I. 年度預算第二部分之預算管理開支；及
  - II. 按以下算式計算的年度預算第三部分之部份預算管理開支：

35（即所有暢通易達住宅停車位以平方米計算的總面積）

有關部份 =  $\frac{\quad}{\quad}$

966.7（即所有停車位及暢通易達住宅停車位以平方米計算的總面積）

而有關比例應相等於其住宅單位之管理份數除以所有住宅單位之管理份數的總數。

#### E. 計算管理費按金的基準

管理費按金相等於業主擁有之單位的首年度預算管理開支的3/12。

#### F. 擁有人在發展項目中保留作自用的範圍（如有的話）

擁有人（University Heights Holding Ltd.）在發展項目中並無按《一手住宅物業銷售條例》附表1 第1部第14(2)(f)條所述之保留作自用的範圍。

備註：請查閱完整的公契擬稿以了解全部詳情。完整的公契擬稿現存於指明住宅物業的售樓處，於開放時間可供免費查閱，並可在支付所需影印費後取得公契擬稿之複印本。

## 16. SUMMARY OF LAND GRANT

### 批地文件的摘要

1. The Development is constructed on Inland Lot No.8171 ("**the Lot**") which is held under Conditions of Exchange No.9303 dated 25<sup>th</sup> October 1967 as varied or modified by two Modification Letters dated 20<sup>th</sup> February 1971 and 16<sup>th</sup> April 2015 and registered in the Land Registry by Memorial Nos.UB794856 and 15042402790012 respectively ("**the Land Grant**").
2. The Lot is granted for a term of 75 years commencing from 3<sup>rd</sup> day of January 1916 with the option of renewal for one further term of 75 years.
3. User restrictions applicable to that land:
  - (a) The Lot shall not be used for any purpose other than for private residential purposes.
  - (b) No grave or columbarium shall be erected or made on the Lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.
4. Facilities that are required to be constructed and provided for the Government, or for public use:
  - (a) Construct a paved way with the associated street furnitures, traffic aids, street lighting, sewers, drains and other structures on the area shown coloured brown on the plan marked "PLAN A" annexed to the Land Grant ("**the Brown Area**") at such levels as may be approved by the Director.
  - (b) Such portions of future public roads as shown coloured green on the plan annexed to the Land Grant which are required to be laid and formed by the Grantee ("**the Green Area**"); and such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands ("**the Director**") may in his sole discretion require to be provided and constructed by the Grantee (collectively "**the Structures**") so that building, vehicular and pedestrian traffic may be carried on the Green Area.
  - (c) Surfacing, kerbing and channeling the Green Area and provision of the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.
  - (d) Carrying out and completing to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan marked "PLAN A" annexed to the Land Grant ("**the Green Hatched Black Area**") as the Director in his absolute discretion may require.
5. The Grantee's obligation to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:
  - (a) Special Condition No.(28) of the Land Grant stipulates that the Grantee shall redevelop the Lot by the erection thereon of a building or buildings complying in all respects with the conditions in 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 the Hong Kong Special Administrative Region, such building or buildings to be completed and made fit for occupation on or before the 30<sup>th</sup> day of June 2020.
  - (b) General Condition No.4 of the Land Grant stipulates that the Grantee shall throughout the tenancy maintain all buildings erected or which may at any time after the date of the Land Grant be erected on the Lot 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. In the event of the demolition at any time during the tenancy of any building then standing on the Lot or any part thereof the Grantee shall replace the same either by sound and substantial buildings of the same type and of no less volume or by buildings of such type and value as shall be approved by the Director of Public Works. In the event of demolition as aforesaid the grantee shall within one month of such demolition apply to the Director of Public Works for consent to carry out building works for the redevelopment of the Lot and upon receiving such consent shall within three months thereof commence the necessary work of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director of Public Works.
  - (c) Special Condition No. (4)(a) of the Land Grant provides that where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government Land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term of the Land Grant agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director of Lands ("**the Director**").
  - (d) Special Condition No. (4)(c) of the Land Grant stipulates that in the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
  - (e) Special Condition No. (4)(d) of the Land Grant stipulates that the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.
  - (f) Special Condition No.(5)(a) of the Land Grant stipulates that in the event of earth, spoil, debris, construction waste or building materials ("**the waste**") from the Lot, or from other areas affected by any development of the Lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties ("**the Government properties**"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
  - (g) Special Condition No.5(b) of the Land Grant stipulates that notwithstanding Special Condition No. (5)(a) of the Land Grant, the Director may (but is not obliged to), at the request of the Grantee, remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.
  - (h) Special Condition No.8(f) of the Land Grant stipulates that 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 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" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

## 16. SUMMARY OF LAND GRANT

### 批地文件的摘要

- (i) Special Condition No.(10)(a)(i) of the Land Grant stipulate that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees ("**the Residential Parking Spaces**") at prescribed rates.
- (j) Special Condition No.(10)(a)(iii) of the Land Grant stipulates that if more than 75 residential units are provided in any block of residential units erected or to be erected on the Lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the Lot shall be provided at prescribed rates.
- (k) Special Condition No.(10)(a)(iv) stipulates that the spaces provided under Special Condition Nos.(10)(a)(i) and (10)(a)(iii) of the Land Grant shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (l) Special Condition No.(10)(b)(i) of the Land Grant stipulates that out of the spaces provided under Special Condition Nos.(10)(a)(i), and (10)(a)(iii) of the Land Grant, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as ("**the Parking Spaces for the Disabled Persons**") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under Special Condition No. (10)(a)(iii) of the Land Grant and that the Grantee shall not designate or reserve all of the spaces provided under Special Condition No.(10)(a)(iii) of the Land Grant to become the Parking Spaces for the Disabled Persons.
- (m) Special Condition No.(10)(b)(ii) of the Land Grant stipulates that 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.
- (n) Special Condition No.(10)(c)(i) of the Land Grant stipulates that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees ("**the Motor Cycle Parking Spaces**") at prescribed rates.
- (o) Special Condition No.(10)(c)(ii) of the Land Grant stipulates that the Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out in Special Condition No.10(c)(i) of the Land Grant and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (p) Special Condition No.(12) of the Land Grant stipulates that a plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the Lot in accordance with Special Condition Nos.(10) and (37) of the Land Grant, or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No.(32)(c) of the Land Grant and a building mortgage or charge under Special Condition No.(32)(d) of the Land Grant or such other transactions as the Director may approve) affecting the Lot or any part thereof or any building or part of the any building erected or to be erected on the Lot shall be entered into prior to such deposit. The parking loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos.(10) and (37) of the Land Grant. The Grantee shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the Lot or any building or structure thereon shall be used for parking purposes.
- (q) Special Condition No.(15) of the Land Grant stipulates that the Grantee shall construct and maintain at his own expense and to the satisfaction of the Director of Public Works such drains and channels, whether within the boundaries of the Lot or on Government Land, as the said Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all storm-water or rain-water falling or flowing on the Lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (r) Special Condition No.(20)(a) of the Land Grant stipulates that the Lot is granted together with a right for the Grantee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby granted for all purposes connected with the proper use and enjoyment of the Lot to pass and repass, with or without vehicles, on, along, over, by and through the area shown coloured brown on the plan marked "PLAN A" annexed to the Land Grant ("**the Brown Area**") at such levels as may be approved by the Director.
- (s) Special Condition No.(20)(b) of the Land Grant stipulates that the Grantee shall on or before the 30<sup>th</sup> of June 2020 or within such other time limit as may be specified by the Director, at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with the associated street furnitures, traffic aids, street lighting, sewers, drains and other structures on the Brown Area over and along which a right of way referred to in Special Condition 20(a) of the Land Grant is given.
- (t) Special Condition No.(20)(c) of the Land Grant stipulates that the Grantee shall at his own expense uphold, maintain, manage and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Grantee shall be responsible for the whole as if he were the absolute owner thereof.
- (u) Special Condition No.(20)(d) of the Land Grant stipulates that any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Grantee who shall at his own expense carry out all consequent alterations to the paved way constructed by him to the satisfaction of the Director.
- (v) Special Condition No.20(e) of the Land Grant stipulates that the grant of the right of way referred to in Special Condition No.20(a) of the Land Grant shall not give the Grantee the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Grantee or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (w) Special Condition No.(20)(f) of the Land Grant stipulates that in the event of the non-fulfilment of the Grantee's obligations under Special Conditions Nos.(20)(b) and (20)(c) of the Land Grant, the Government may carry out the necessary construction, maintenance and repair work at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

## 16. SUMMARY OF LAND GRANT

### 批地文件的摘要

- (x) Special Condition No.(20)(g) of the Land Grant stipulates that notwithstanding the grant of the right of way referred to in Special Condition No.(20)(a) of the Land Grant, the Government shall have the full right and power, upon giving to the Grantee, not less than fourteen days written notice (save in case of emergency) to lay, install, relay, divert, remove, re-provision, replace, inspect, operate, repair maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations ("**the Services**") which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damages caused thereby, and the Director, his officers, contractors and any other persons authorised by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to, from and through the Brown Area for the purposes aforesaid. The Grantee shall not disturb or allow anybody to disturb the Services without prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorized by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause, and no claim nor objection shall be made against him or them by the Grantee.
- (y) Special Condition No.(24)(a) of the Land Grant stipulates that:  
The Grantee shall:
- (i) On or before the 30<sup>th</sup> day of June 2020 or such other extended period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
- (I) lay and form those portions of future public roads as shown coloured green on the plan annexed to the Land Grant ("**the Green 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 ("**the Structures**")  
so that building, vehicular and pedestrian traffic may be carried on the Green Area.
- (ii) on or before the 30<sup>th</sup> June 2020 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green 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 in accordance with Special Condition No. (25) of the Land Grant.
- (z) Special Condition No. (24)(b) of the Land Grant stipulates that in the event of the non-fulfilment of the Grantee's obligations under Special Condition No.(24)(a) of the Land Grant within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (aa) Special Condition No.(37)(a) of the Land Grant stipulates that Spaces shall be provided within the Lot to the satisfaction of the Director for the loading and unloading of goods vehicles at prescribed rates.
- (bb) Special Condition No.(44) of the Land Grant stipulates that where prestressed ground anchors have been installed, upon development or redevelopment of the Lot or any part thereof, the Grantee shall at his own expenses carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.
- (cc) Special Condition No.(45)(a) of the Land Grant stipulates that the Grantee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan marked "PLAN A" annexed to the Land Grant ("**the Green Hatched Black Area**") as the Director in his absolute discretion may require and shall, at all times during term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Areas including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or failing away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Grantee), have also been affected. The Grantee shall indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away. The Grantee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Grantee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach to of these Conditions, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigation, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Grantee shall on demand reply to the Government the cost thereof.
- (dd) Special Condition No.(46) of the Land Grant stipulates that the Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair works ("**the Works**"), to avoid causing any damage, disturbance or obstruction to any Government or other exiting 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 Brown Area or the Green Hatched Black Area or any combination of them or any part or parts thereof ("**the Related Services**"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Related Services, and shall submit his proposals for dealing with any of the Related Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Related Services in granting the aforesaid approval, including the costs of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expenses 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 Brown Area or the Green Hatched Black Area or any combination of them or any part or parts thereof or any of the Related Service in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the costs of such works).



## 16. SUMMARY OF LAND GRANT

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If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot, the Green Area, the Brown Area or the Green Hatched Black Area or any combination of them or any part or parts thereof or any of the Related Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

- (ee) Special Condition No. (48)(a) of the Land Grant stipulates that no building works (including site formation works and ground investigation works) shall commence within the area of the Lot and portions of the Green Hatched Black Area within the Drainage Tunnel Protection Zone as shown and delineated by the Pecked Purple Line on the plan marked "PLAN A" annexed to the Land Grant, the Green Area and the Brown Area (the said areas of the Lot and the said portions of the Green Hatched Black Area within the Drainage Tunnel Protection Zone, the Green Area and the Brown Area are hereinafter collectively referred to as "**Drainage Tunnel Protection Area**") until the approval from the Director under Special Condition No.(48)(b) of the Land Grant has been obtained by the Grantee.
- (ff) Special Condition No.(48)(b) of the Land Grant stipulates that the Grantee shall observe and comply with any requirements, including but not limited to the "Technical Notes for Guidance in Assessing the Effects of Civil Engineering Works/Construction Development on the Hong Kong West Drainage Tunnel and Associated Works" and other conditions which may be imposed by the Director of the Drainage Services. The Grantee shall on or before the 15th April 2016 or such other period or periods as specified by the Director at his own expense submit or cause to be submitted proposals including such drawings reports, calculations and method statements as may be required by the Director for approval to demonstrate to his satisfaction that any works whatsoever within the Drainage Tunnel Protection Area do not damage, interfere with or endanger any drainage works, structures, facilities, services or installations or the safe operation of the drainage tunnel (as to which the decision of the Director shall be conclusive).
- (gg) Special Condition No.(48)(c) of the Land Grant stipulates that the Grantee shall not demolish, excavate, lay or maintain any footing or foundation, whether of concrete, steel, brick, stone or otherwise in the Drainage Tunnel Protection Area except with the prior written approval of the Director and subject to such terms and conditions as the Director may in his absolute discretion impose provided that he Director is satisfied that such works will not affect the drainage tunnel and any installation, structures or services erected or to be erected therein.

#### 6. The lease conditions that are onerous to a Purchaser:

- (a) Special Condition No.(30) 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 deemed appropriate.
- (b) Special Condition No. (39)(a) of the Land Grant stipulates that the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:-
- (i) assigned except:-
- (1) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
  - (2) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot.

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

- (c) Special Condition No.(47)(a)(i) of the Land Grant stipulates that except with the prior written approval of the Director, no building or structure or support of any structure shall be erected within the areas of drainage reserve within the Lot shown stippled black on the plan marked "PLAN A" annexed to the Land Grant ("**the Drainage Reserve Area**"). No hard landscape within the Drainage Reserve Area shall be erected unless the prior written approval from the Director has been obtained. The decision of the Director as to what constitutes hard landscape shall be final and binding upon the Grantee. Any planting within the Drainage Reserve Areas shall be limited to plants and shrubs with shallow rooting systems. The decision of the Director as to whether certain plants or shrubs are plants or (as the case may be) shrubs with shallow rooting system shall be final and binding upon the Grantee. Planting within an area of 1.5 metres radius from any manhole within the Drainage Reserve Area shall be further restricted to grass or similar low growing plants. The decision of the Director as to whether certain plants are grass or similar low growing plants shall be final and binding upon the Grantee.
- (d) Special Condition No.(47)(a)(ii) of the Land Grant stipulates that notwithstanding Special Condition No.47(a)(i) of the Land Grant but subject to Special Condition No.(48) of the Land Grant, without the prior written consent of the Director and subject to such terms and conditions as he may impose, a building or structure or support for part of a building or structure may be permitted over or within the Drainage Reserve Area provided that there is clear space extending upwards from the ground level within the Drainage Reserve Area to a height of not less than 5.1 metres. For the purpose of this Special Condition only, the decision of the Director as to what constitutes the ground level shall be final and binding upon the Grantee.
- (e) Special Condition No.(47)(b) of the Land Grant stipulates that The Director and his duly authorized officers, contractor, his or their workmen ("**the authorized persons**") with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Lot for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve Area ("**the Utilities**") which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be place within the Drainage Reserve Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, a Director shall be entitled by notice in writing to call upon the Grantee, at his own expenses 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 Grantee 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 or reinstatement works as he may consider necessary and the Grantee shall pay the Government on demand the costs of such works.
- (f) General Condition No. 9(a) of the Land Grant provides that should the Grantee fail or neglect to observe or comply with any of the conditions of the Land Grant, the Government shall be entitled to re-enter upon or retake the old lot, and to re-enter upon and take back possession of the Lot or any buildings, erections and works thereon, and thereupon the Land Grant and the rights of the Grantee shall absolutely cease and determine but without prejudice to the rights, remedies and claim of the Government in respect of any breach, non-observance or non-performance of the terms and conditions of the Land Grant.
- (g) General Condition No.9(b) of the Land Grant provides that in the event of re-entry by the Government for or in respect of or arising out of the breach, non-observance or non-performance by the Grantee of the provisions of the General or Special Conditions, he shall not be entitle to the refund of any premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the land, or for any buildings thereon, or for any amount expended by him in the preparation, formation or development of the lot or otherwise.

#### Notes:

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

## 16. SUMMARY OF LAND GRANT

### 批地文件的摘要

- 發展項目興建於按日期為1967年10月25日的換地條件第9303號及經兩份日期分別為1971年2月20日及2015年4月16日以註冊摘要編號UB794856及15042402790012登記於土地註冊處的修訂書修改（「**批地文件**」）而持有的內地段8171號（「**該地段**」）。
- 該地段批地年期由1916年1月3日起計75年，並可選擇一次再續期75年。
- 適用於該地段的用途限制：
  - 除私人住宅用途外，該地段不可作任何其他用途。
  - 不可在該地段豎立或建造墳墓或骨灰龕安置所，亦不可在該地段安葬或以陶罐、骨灰甕或其他形式存放任何人類骸骨或動物骸骨。
- 按規定須興建並提供予政府或供公眾使用的設施：
  - 於批地文件隨附「圖則A」上顯示為棕色之範圍（「**棕色範圍**」）按署長批准之樓層鋪設一條鋪築路面道路及提供相關街道設施、輔助交通設備、街燈、污水管、排水渠及其他構築物。
  - 在批地文件隨附圖則上顯示為綠色並須由承授人鋪設及塑造的若干未來公眾道路範圍（「**綠色範圍**」）；及地政總署署長（「**署長**」）可全權指定須由承授人提供及建造致使建築、車輛及行人交通將可於綠色範圍上進行的橋樑、隧道、高架道路、地下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物（統稱「**該等構築物**」）。
  - 在綠色範圍鋪設表面、建造路緣和渠道，並且按照署長規定為此等設施提供溝渠、污水管、排水渠、有管道接駁供水系統的消防龍頭、街燈、交通標誌、街道設施及道路標記。
  - 按署長運用絕對酌情權所可能要求，在批地文件隨附「圖則A」上用綠色間黑斜線顯示的範圍（下稱「**綠色間黑斜線範圍**」），進行與完成土力勘察、斜坡維護、防止山泥傾瀉、緩解及補救工程，達致署長滿意。
- 有關承授人在該地段內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任：
  - 批地文件特別條件第(28)條規定，承授人須興建樓宇以重新發展該地段，前述樓宇須遵守批地文件的條件與及不時於香港實施的所有關於樓宇、衛生設備及規劃的法例、法規及規例。前述樓宇須於2020年6月30日或之前完工及可以入伙。
  - 批地文件一般條件第(4)條規定，承授人須維修現已或於批地文件日期以後建造的所有建築物，使其維修充足及狀態良好，以及於批租期屆滿或提前終止時以同等的維修及狀態交還此等建築物。如於本文協定的批租期任何時期內拆卸該地段或其任何部分的現有建築物，承授人必須另建良好健全的一座或多座同類型建築物而樓面總面積不少於現有建築物或有關類型及價值經工務司批核的一座或多座建築物作替代。倘如上述拆卸建築物，承授人應在拆卸的一個月內向工務司申請同意在該地段進行重建工程。承授人接獲同意書後，必須在三個月內展開必要的重建工程，並於工務司指定的期限內以工務司滿意的方式完成重建。
  - 批地文件特別條件第(4)(a)條規定，若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，不論是否有署長事先書面通知，不論是在該土地內或在任何政府土地上，亦不論是否為開拓、平整或發展該土地或其任何部分或任何其他根據批地文件條件承授人須進行的工程的目的而進行或與之有關連的或是為任何其他目的，承授人須自費進行及建造該等現時或其後有需要或可能有需要之斜坡整理工程、護土牆或其他支撐、防護措施、及排水系統或附屬或其他工程，以保護及支持該土地內的該等土地及任何毗鄰或毗連之政府土地或已出租土地，及排除及預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。承授人須於批地文件年期所有時間自費保持上述土地、斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或輔助或其他工程修葺良好堅固，至使地政總署署長（「**署長**」）滿意。
  - 批地文件特別條件第(4)(c)條規定，若由於承授人進行的開拓、平整、發展或其他工程或其任何其他原因而造成任何泥土剝落、泥石傾瀉或土地下陷於任何時間發生，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地承授人須自費還原和修復至使署長滿意，並須就因該等泥土剝落、泥石傾瀉或土地下陷而將會或可能引致、蒙受或招致的任何成本、費用、損害、索求及申索彌償政府、其代理及承辦商。
  - 批地文件特別條件第(4)(d)條規定，署長有權以書面通知形式要求承授人進行、興建及保養上述土地、斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或輔助或其他工程，或還原和修復任何泥土剝落、泥

石傾瀉或土地下陷，且如承授人忽略或未能在指明期限內遵行該通知至使署長滿意，署長可執行和進行任何有需要的工程，而承授人須應要求向政府歸還該工程的費用連同任何行政及專業費用及收費。

- 批地文件特別條件第(5)(a)條規定，倘若從該地段或任何由該地段的發展所影響的其他區域的泥土、廢石方、瓦礫、建築廢料或建築材料（「**廢物**」）腐蝕、沖刷或傾倒到公共小巷或道路或路渠、前灘或海床、污水渠、雨水渠、排水渠、明渠或其他政府物業（「**政府物業**」），承授人須自費清理政府物業的廢物並彌補對政府物業造成的任何損壞。承授人須對上述腐蝕、沖刷或傾倒對私人物業的任何損壞或滋擾所產生的一切訴訟、索償及要求賠償政府。
- 批地文件特別條件第(5)(b)條規定，即使批地文件特別條件第(5)(a)條另有所述，署長可以(但沒有責任)在承授人要求時清理政府物業的廢物並彌補對政府物業造成的任何損壞，承授人須應要向政府支付所須費用。
- 批地文件特別條件第(8)(f)條規定，在該地段之上已建成或擬建任何一座或多座建築物的設計及配置須獲得署長書面批准，而在該地段之上所進行的任何建築工程(地盤平整工程除外)須先獲得署長的批准後方可進行。就批地文件的條件而言，「**建築工程**」及「**地盤平整工程**」須按照在《建築物條例》、根據《建築物條例》訂立的規例及任何修訂的法例詮釋。
- 批地文件特別條件第(10)(a)(i)條規定，該地段須按照指定比率設置署長滿意的車位，以供停泊根據《道路交通條例》、其附屬規例及相關修訂法例獲發牌而屬於該地段上各建築物內住宅單位的住戶及彼等的真正訪客、來賓或賓客的車輛（「**住宅車位**」）。
- 批地文件特別條件第(10)(a)(iii)條規定，假如在該地段已建或將建的任何一棟住客大樓提供多於75個住宅單位，則須按照規定比率提供額外停車位，以供停泊根據《道路交通條例》、其附屬規例及相關修訂法例獲發牌而屬於該地段上各建築物內住宅單位的住戶及彼等的真正訪客、來賓或賓客的車輛。
- 批地文件特別條件第(10)(a)(iv)條規定，遵照批地文件特別條件第(10)(a)(i)和(10)(a)(iii)條提供的車位，除作其分別訂明的用途外，不可作任何其他用途，其中特別禁止在車位存放、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。
- 批地文件特別條件第(10)(b)(i)條規定，承授人應依照建築事務監督指定和批准，從遵照批地文件特別條件第(10)(a)(i)和(10)(a)(iii)條提供的車位預留及劃出一定數目的車位，以供停泊根據《道路交通條例》、其附屬規例及相關修訂法例定義的傷殘人士停泊車輛(此等預留及指定車位以下簡稱「**傷殘人士車位**」)，惟從根據批地文件特別條件第(10)(a)(iii)條提供的停車位，至少應預留並劃定一個傷殘人士車位，而承授人不得將所有根據批地文件特別條件第(10)(a)(iii)條提供的停車位預留或劃定為傷殘人士車位。
- 批地文件特別條件第(10)(b)(ii)條規定，傷殘人士車位除供根據《道路交通條例》、其附屬規例及相關修訂法例定義的傷殘人士停泊屬於該地段任何已建或擬建的一座或多座建築物的住戶及彼等各真正賓客、訪客或獲邀人士的車輛外，不可作任何其他用途，其中特別禁止在車位存放、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。
- 批地文件特別條件第(10)(c)(i)條規定，該地段須按照指定比率設置署長滿意的車位，以供停泊根據《道路交通條例》、其附屬規例及相關修訂法例獲發牌而屬於該地段上各建築物內住宅單位的住戶及彼等的真正訪客、來賓或賓客的電單車(以下簡稱「**電單車車位**」）。
- 批地文件特別條件第(10)(c)(ii)條規定，電單車車位除作批地文件特別條件第(10)(c)(i)條訂明的用途外，不可作任何其他用途，其中特別禁止在車位存放、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。
- 批地文件特別條件第(12)條規定，承授人必須於地政署署長處存放一份署長核准並展示於該地段內按照批地文件特別條件第(10)及(37)條提供的所有停車位及裝卸區的布局的圖則，或一份經認可人士(按《建築物條例》、其附屬規例及任何修訂法例所界定)核正的該圖則之副本。存放圖則於署長前不得進行影響該地段或其任何部分或已經或將會於該地段上興建的任何建築物或其任何部分建築物之交易(批地文件特別條件第(32)(c)條所述的租契或租約或有關該租契或租約的協議、批地文件特別條件第(32)(d)條所述的建築按揭或得署長書面批准的其他交易除外)。上述核准圖則中展示的停車位及裝卸區不得用作除批地文件特別條件第(10)及(37)條分別訂明之用途以外的任何其他用途。承授人必須根據上述核准圖則維持上述停車位、裝卸區及其他地方，包括但不限於升降機、樓梯平台、調動區及通道地方，並且除非獲署長事先書面同意，否則不得更改其布局。除了經批准圖則指定的停車位外，該地段或其上的任何建築物或構築物不得用作泊車用途。

## 16. SUMMARY OF LAND GRANT

### 批地文件的摘要

- (q) 批地文件特別條件第(15)條規定，承授人須自費興建及保養該地段邊界內或政府土地內地政署署長認為必要的排水渠及渠道，並達致地政署署長滿意，以便截斷與引導該地段的一切暴雨或雨水到最近的河道、集水井、渠道或政府雨水渠，及如因雨洪或雨水造成損害或滋擾而引起或招致任何訴訟、索償及要求，承授人需獨力承擔責任並向政府及其職員作出彌償。
- (r) 批地文件特別條件第(20)(a)條規定，承授人與其受僱人、訪客、工人及其他承授人授權代表人士於批地年期內不時及時刻為着達致完善使用及享用該地段的所有事宜進出，有或沒有車輛、往返及經越批地文件隨附「圖則A」上以棕色顯示的範圍（「**棕色範圍**」），又或通行署長全權酌情批准的其他樓層。
- (s) 批地文件特別條件第(20)(b)條規定，承授人須於2020年6月30日或按署長指定的其他日期或之前，採用署長批准的方式及物料，根據署長要求或批准的標準在批地文件特別條件第(20)(a)條下給予通行權的棕色範圍自費興建鋪築路面道路及相關的街道設施、交通輔助設施、街燈、污水管、排水渠及其他結構物。
- (t) 批地文件特別條件第(20)(c)條規定，承授人須自費保養、維修、管理及修理棕色範圍及所有附屬該處和與該處有關的物件，以達致署長滿意。承授人將對該處全部負責，猶如該處的絕對擁有人一樣。
- (u) 批地文件特別條件第(20)(d)條規定，對於公路更改工程所導致承授人獲授通行權的棕色範圍及該處坡度之影響，承授人不得就此提出索償。承授人須自費進行由其興建的鋪築路面道路的其後更改工程，以達致署長滿意。
- (v) 批地文件特別條件第(20)(e)條規定，根據批地文件特別條件第(20)(a)條所授予的通行權並不向承授人授予棕色範圍的獨家權利。政府將有權向附近其他地段擁有人於現時或將來任何時間授予棕色範圍的通行權，或接管棕色範圍之全部或任何部分以作公共街道。政府毋須就此向承授人或任何獲授棕色範圍之全部或任何部分通行權的其他擁有人作出任何賠償。
- (w) 批地文件特別條件第(20)(f)條規定，倘若承授人未能履行批地文件特別條件第(20)(b)及(20)(c)條的責任，政府可執行必要建築、保養及維修工程，費用由承授人承擔並在政府要求時支付相等於有關費用的款項予政府。該費用由署長規定，其決定將作終論並約束承授人。
- (x) 批地文件特別條件第(20)(g)條規定，儘管批地文件特別條件第(20)(a)條所授予的通行權有關規定，政府於向承授人發出不少於十四天書面通知後（緊急情況除外）有權利和權力並應署長全權酌情認為適合在棕色範圍之內、上、下或毗鄰鋪設、安裝、重鋪、改道、拆除、重置、取代、檢查、操作、修理、維修及更新任何政府或其他排水道、下水道、水道或渠道、污水道、明渠、總水喉、水管、電纜、電線、線、公用服務設施或其他工程或裝置（統稱「**該等服務**」），並修復因此引起的任何及所有損害。署長及其官員、承建商及任何署長授權的人士及彼等工人，不論是否備有工具、設備、裝置、機器或汽車，有權時刻暢通無阻地進出、返回及通過棕色範圍，以便進行上述工程。未經署長事先書面許可，承授人不得騷擾或允許任何人騷擾該等服務。除修復因行使上述權利和權力而致的任何及所有損害以外，政府、署長及其官員、承辦商及署長授權的任何人士及彼等工人毋須就行使此條所載權利而導致或引致承授人所蒙受或招致的任何損失、損害、滋擾或騷擾承擔責任。承授人亦不可就此等損失、損害、滋擾或騷擾向該等人士索償或提出反對。
- (y) 批地文件特別條件第(24)(a)條規定，承授人須：
- (i) 於2020年6月30日或之前，或署長可批准之其他延長時間，自費以署長批准的方式及物料及標準、水平、位置和設計進行下列工程，以全面達致署長滿意：
- (I) 鋪設及平整在批地文件隨附圖則上以綠色顯示之未來公共道路部份（「**綠色範圍**」）；及
- (II) 提供及興建橋、隧道、上跨路、下通道、下水道、高架橋、行車天橋、行人路、道路或署長全權酌情要求的其他構築物（「**該等構築物**」）
- 以便在綠色範圍興建建築物及供行人及車輛往來；
- (ii) 於2020年6月30日或之前，或署長可批准之其他延長時間，自費在綠色範圍鋪設路面、建造路緣及渠道並為其提供署長要求的溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，以達致署長滿意；及
- (iii) 自費保養綠色範圍，連同該等構築物及所有在該範圍之上或之內興建、設置及提供的構築物、表面、溝渠、下水道、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，以達致署長滿意，直至按批地文件特別條件第(25)條交還綠色範圍的管有權為止；
- (z) 批地文件特別條件第(24)(b)條規定，倘若承授人沒有於批地文件特別條件第(24)(a)條所述的指定期限內履行該分條訂明的責任，政府可進行必要的工程，費用由承授人承擔。承授人須在政府要求時向政府支付相等於有關費用的款項，金額由署長決定，而其決定是最終決定並約束承授人。
- (aa) 批地文件特別條件第(37)(a)條規定，該地段須按指定比率提供車位供貨車裝卸使用，以達致署長滿意。
- (bb) 批地文件特別條件第(44)條規定，如該地段或其任何部分的發展或重建已安裝預應力地錨，承授人須自費對預應力地錨整個使用期限內進行定期維修及監察，以達致署長滿意，並且在署長不時全權酌情要求時向署長提交上述維修及監察的報告及資料。如承授人忽略或未能執行規定的監察工程，署長可即時執行和進行監察工程，承授人必須應要向政府償還有關的費用。
- (cc) 批地文件特別條件第(45)(a)條規定，承授人必須按署長運用絕對酌情權所可能要求，自費在本協議隨附「圖則A」上用綠色間黑斜線顯示的範圍（以下稱為「**綠色間黑斜線範圍**」），進行與完成土力勘察、斜坡維護、防止山泥傾瀉、緩解及補救工程，達致署長滿意。承授人必須在本協議授予的年期內任何時候自費保養綠色間黑斜線範圍處於修葺良好堅固的狀況，達致署長滿意，包括一切土地、斜坡處理工程、護土構築物、排水渠及在綠色間黑斜線範圍之內及之上的任何其他工程。如於本協議授予的年期內任何時候綠色間黑斜線範圍發生任何山泥傾瀉、地陷或水土流失的情況，承授人須自費恢復及修正該綠色間黑斜線範圍以及署長認為（以其決定為終論並對承授人具約束力）與該等地區相鄰或相連的受影響範圍，達致署長滿意。承授人須就上述山泥傾瀉、地陷或水土流失而招致的一切申索、司法程序、費用、損害和開支對政府、其代理人及承建商作出彌償。承授人須確保於任何時候不會於綠色間黑斜線範圍出現非法挖掘或傾倒，並且受限於署長的事先書面批准，承授人可建立圍欄或其它障礙物以防止該等非法挖掘或傾倒。除署長享有就違反本協議情況發生時所擁有的任何其他權利及補救外，署長可於任何時候以書面通知要求承授人進行該等土力勘察、斜坡維護、防止山泥傾瀉、緩解及補救工程，並保養、修復及修補任何受山泥傾瀉、地陷或水土流失影響的該等土地、構築物或工程。如承授人疏忽或未能於通知所述期限內遵從該等通知達致署長滿意，署長可於該等期限屆滿後執行及進行所需工程，而承授人須按要求向政府償還所需款項。
- (dd) 批地文件特別條件第(46)條規定，承授人須在任何時候，特別是在任何興建、保養、翻新、維修工程或清拆期間（統稱「該等工程」），採取或促使他人採取一切適當及足夠的謹慎、技能及預防措施，以避免對該地段、綠色範圍、棕色範圍、綠色間黑斜線範圍或其中所有或任何部分組合之上、之下或與其相鄰的任何政府擁有或其他的現存排水渠、水路、水道、總水管、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（統稱「**相關服務**」）造成任何損壞、干擾或阻塞。承授人須於進行任何該等工程前進行或促使他人進行有需要的適當勘探及查究，以確定該等服務的現時位置及高度，並就如何處理任何可受該等工程影響的該等服務向署長提交書面建議供其在各方面批准，且於署長同意該等工程及上述建議前不得進行任何工程。承授人須遵守及自費履行署長於給予上述批准時就該等服務施加的任何要求，包括任何有需要的改道、重鋪或修復費用。承授人須自費在各方面維修、彌補及修復因該等工程而對該地段、綠色範圍、棕色範圍、綠色間黑斜線範圍或其中所有或任何部分組合或任何該等服務（明渠、污水渠、雨水渠或總水管除外，其修復工程須由署長進行（除非署長另有決定），而承授人須應要求向政府支付該等修復工程之費用）造成之任何損壞、干擾或阻塞，至使署長滿意。若承授人未能對該地段、綠色範圍、棕色範圍、綠色間黑斜線範圍或其中所有或任何部分組合或任何該等服務進行任何所需的改道、重鋪、維修、彌補及修復工程至使署長滿意，署長可進行他認為有需要的任何該等改道、重鋪、維修、修復或彌補工程，且承授人須應要求向政府支付該等上述工程的費用。
- (ee) 批地文件特別條件第(48)(a)條規定，除非承授人取得由署長就批地文件特別條件第(48)(b)條發出的許可，否則不得在位於批地文件隨附「圖則A」上以紫色虛線標示為雨水排放隧道保護區域之該地段或綠色間黑斜線範圍的部份、綠色範圍及棕色範圍進行任何工程（包括地盤平整工程或土地勘探工程）（上述位於雨水排放隧道保護區域之該地段或綠色間黑斜線範圍的部份、綠色範圍及棕色範圍，以下合稱為「**雨水排放隧道保護區域**」）。

## 16. SUMMARY OF LAND GRANT

### 批地文件的摘要

- (ff) 批地文件特別條件第(48)(b)條規定，承授人應履行及遵守任何規定，包括但不限於「評估土木工程/建築開發對港島西雨水排放隧道的影響的指引」及相關工程的技術備考或由渠務署署長可能施加的其他條件。承授人應於2016年4月15日或之前，或由署長指定的其他期限，自費提交或促使提交建議，包括署長批准所需的圖則報告，計算和方法說明，證明雨水排放隧道保護區域內的任何工程均不會損壞，干擾或危害雨水排放隧道的任何排水工程、構築物、設施、服務設施或裝置或雨水排放隧道的安全操作，至使署長滿意（署長的決定為最終決定）。
- (gg) 批地文件特別條件第(48)(c)條規定，承授人不得在雨水排放隧道保護區域內拆除、挖掘、鋪設或維護任何地基，無論是混凝土、鋼、磚、石或其他組成的地基，除非經署長事先書面批准及受署長絕對酌情決定施加的條款及條件的規限，而前提是署長信納該等工程不會影響雨水排放隧道及任何在上已建或擬建的裝置、構築物或服務設施。
6. 對買方造成負擔的租用條件：
- (a) 批地文件特別條件第(30)條規定，除獲署長事先書面同意外，不得移除或干擾生長於該地段或毗連土地的樹木。署長發出有關書面同意時，可施加其認為合適的移植、補償性環境美化或重植條件。
- (b) 批地文件特別條件第(39)(a)條規定，住宅車位及電單車車位不得：
- (i) 轉讓，除非：
- (1) 連同該地段的不可分割份數（賦予該地段上已建或擬建的一座或多座建築物住宅單位的專有使用權及管有權）一併轉讓；或
- (2) 轉讓予已經是該地段不可分割份數擁有人的人士，而該人士就該地段已建或擬建的一座或多座的建築物住宅單位擁有專有使用權及管有權；或
- (ii) 出租，除非租予該地段上已建或擬建的一座或多座的建築物住宅單位的住客。
- 惟無論如何，不得向該地段上已建或擬建的一座或多座的建築物的任何一個住宅單位的業主轉讓或向該地段上已建或擬建的一座或多座的建築物的任何一個住宅單位的租客出租總共超過三個住宅車位及電單車車位。
- (c) 批地文件特別條件第(47)(a)(i)條規定，除非取得署長的事先書面許可，否則不得在位於批地文件隨附「圖則A」上以黑色點劃線標示該地段內的雨水排放儲備區（「雨水排放儲備區」）搭建任何建築物或構築物或任何構築物的支撐。除非取得署長的事先書面許可，否則不得在排水保護區內搭建硬性景觀。署長對是否構成硬性景觀的決定為最終決定，並約束承授人。在雨水排放儲備區內的任何植物應僅限於生根淺的植物和灌木。署長對於某些植物或灌木是否為植物或（視情況而定）淺生根灌木的決定為最終決定，並約束承授人。在雨水排放儲備區內任何沙井半徑1.5米的區域內種植的植物，應進一步限於草類或類似的矮生植物。署長對於某些植物是否為草還是類似的矮生植物的決定為最終決定，並約束承授人。
- (d) 批地文件特別條件第(47)(a)(ii)條規定，即使批地文件特別條件第(47)(a)(i)條另有所述但受限於批地文件特別條件第(48)條，即使未經署長事先書面同意，但在署長可能施加的條款和條件的約束下，或可在雨水排放儲備區的上方或內部興建建築物、構築物或建築物或構築物的一部分支撐物，前提是從雨水排放儲備區的地面層向上至少於5.1米的高度須為淨空間。僅限於此特別條件，署長對於是否構成地面層的決定為最終決定，並約束承授人。
- (e) 批地文件特別條件第(47)(b)條規定，署長及其授權官員、承建商及其工人（「授權人員」）不論是否攜同工具、設備、機器或車輛有權隨時自由且不受阻礙地進出、往返及穿越該地段，以鋪設、檢查、維修及保養雨水排放儲備區下方的排水渠、污水管、渠道、雨水排放設施、服務設施（「該等設施」）。不得在雨水排放儲備區內放置任何可能阻礙該等設施使用或對該等設施造成裝載過多的物體或材料。若署長認為（其意見是最終決定並約束承授人），雨水排放儲備區內有物體或材料阻礙該等設施使用或對該等設施造成裝載過多，則署長有權以書面通知要求承授人自費以署長在各方面滿意的方式拆除或移走該等物件或材料並恢復排水儲備區。如承授人在該書面通知所指明的期限內忽略或未能遵從該通知，或在緊急情況下，署長則可進行其認為需要的拆除或恢復工程，而承授人應按要求向政府支付該等工程的費用。

- (f) 批地文件一般條件第(9)(a)條規定，當承授人未能或忽略履行或遵守批地文件的任何條件，政府有權收回及重新管有舊地段，並收回該地段或興建於該地段的建築物或工程及取回其管有權，屆時，批地文件及承授人的權利將完全地停止或終止，惟政府就違反、不遵守或不執行批地文件之條件的任何權利、濟助及申索將不受影響。
- (g) 批地文件一般條件第(9)(b)條規定，在政府收回該地段或承授人違反、不遵守或不執行批地文件之一般或特別條件的情況下，承授人無權獲得任何地價退款、款項或賠償，不論是否有關土地或興建於該處的建築物的價值或承授人用於準備、平整或發展地段的任何費用。

#### 備註：

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

## 17. INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

### 公共設施及公眾休憩用地的資料

#### A. FACILITIES THAT ARE REQUIRED UNDER THE LAND GRANT TO BE CONSTRUCTED AND PROVIDED FOR THE GOVERNMENT, OR FOR PUBLIC USE

##### 1. The Brown Area as referred to in Special Condition No. (20) of the Land Grant

- (1) Provisions of the Land Grant (as varied or modified by Modification Letter dated 20<sup>th</sup> February 1971 and 16<sup>th</sup> April 2015 and registered in the Land Registry by Memorial No.UB794856 and 15042402790012 respectively)

Special Condition No. (20) stipulates that:-

- (a) The lot is granted together with a right for the Grantee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass, with or without vehicles, on, along, over, by and through the area shown coloured brown on the plan marked "PLAN A" annexed hereto (hereinafter referred to as "**the Brown Area**") at such levels as may be approved by the Director.
- (b) The Grantee shall on or before the 30<sup>th</sup> of June 2020 or within such other time limit as may be specified by the Director, at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with the associated street furnitures, traffic aids, street lighting, sewers, drains and other structures on the Brown Area over and along which a right of way referred to in sub-clause (a) of this Special Condition is given.
- (c) The Grantee shall at his own expense uphold, maintain, manage and repair the Brown Area and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Grantee shall be responsible for the whole as if he were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Grantee who shall at his own expense carry out all consequent alterations to the paved way constructed by him to the satisfaction of the Director.
- (e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Grantee the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Grantee or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (f) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b) and (c) of this Special Condition, the Government may carry out the necessary construction, maintenance and repair work at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Grantee, not less than fourteen days written notice (save in case of emergency) to lay, install, relay, divert, remove, re-provision, replace, inspect, operate, repair maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as "**the Services**") which are now or may hereafter be

upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damages caused thereby, and the Director, his officers, contractors and any other persons authorised by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to, from and through the Brown Area for the purposes aforesaid. The Grantee shall not disturb or allow anybody to disturb the Services without prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorized by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause, and no claim nor objection shall be made against him or them by the Grantee.

- (2) Provisions of the Deed of Mutual Covenant

Clause 1.1 stipulates that :-

"Right of Way Areas" means the areas shown coloured Brown on the plan marked "PLAN A" annexed to the Modification Letter which areas is required to be upheld, maintained and repaired in accordance with Special Condition No. (20) of the Government Grant."

Clause 4.6 stipulates that:-

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

- (o) the cost and expense of inspecting maintaining reinstating repairing the foundations, columns and other structures constructed or to be constructed and reinstating and making good the same in the event of any landslip, subsidence or falling away and the drains nullahs sewers pipes watermains and channels and such other areas whether within or outside the Land or that are required to be maintained under the Government Grant or for the proper functioning of the Development;
- (p) The expenses for the maintenance, repair and reinstatement of and making good the Right of Way Areas and everything forming a portion of or pertaining to it.

Clause 4.7 stipulates that:-

The annual budget shall be divided into the following parts:-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land, the Development and the Development Common Areas and Facilities;

Clause 4.8 stipulates that:-

Each Owner shall contribute to the budgeted Management Expenses in the following manner:-

- (a) Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development;

## 17. INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

### 公共設施及公眾休憩用地的資料

Clause 5.1 stipulates that:-

Subject to the provisions of the Ordinance, the management of the Land and the Development shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause 4.1 of this Deed. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed. Without in any way limiting the generality of the foregoing, the Manager shall have the rights and powers to do the following:-

- (yy) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;
  - (ddd) To maintain, repair, reinstate and make good the Right of Way Areas and everything forming a portion of or pertaining to it pursuant to and subject to the provisions of the Government Grant.
- (3) The general public has the right to use those facilities or open space (if any) mentioned above in accordance with the Land Grant.

#### 2. The Green Area as referred to in Special Condition Nos. (24), (25), (26) and (27) of the Land Grant

- (1) Provisions of the Land Grant (as varied or modified by Modification Letter dated 20<sup>th</sup> February 1971 and 16<sup>th</sup> April 2015 and registered in the Land Registry by Memorial No.UB794856 and 15042402790012 respectively)

Special Condition No.(24) stipulates that:-

(a) The Grantee shall:-

- (i) on or before the 30<sup>th</sup> day of June 2020 or such other extended period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director.

(I) lay and form those portions of future public roads as shown coloured green on the plan annexed to the Land Grant (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 30<sup>th</sup> June 2020 or such other extended period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green 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 in accordance with Special Condition No. (25) hereof.

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

(c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-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 for compensation or whatsoever shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Special Condition (25) stipulates that :-

For the purpose only of carrying out the necessary works specified in Special Condition No.(24) hereof, the Grantee shall on the 16<sup>th</sup> day of April 2015 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 Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(24) hereof or otherwise.

Special Condition (26) stipulates that :-

The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Section Condition No.(24) hereof.

Special Condition (27) stipulates that:-

(a) The Grantee 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 other persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(24)(a) hereof and the carrying out, inspecting, checking and supervising the works under Special Condition No.(24)(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 neighboring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and

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

(2) Provisions of the Deed of Mutual Covenant

Clause 4.6 stipulates that:-

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

(o) the cost and expense of inspecting maintaining reinstating repairing the foundations, columns and other structures constructed or to be constructed and reinstating and making good the same in the event of any landslip, subsidence or falling away and the drains, nullahs, sewers, pipes, watermains and channels and such other areas whether within or outside the Land or that are required to be maintained under the Government Grant or for the proper functioning of the Development;

Clause 4.7 stipulates that:-

The annual budget shall be divided into the following parts:-

(a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land, the Development and the Development Common Areas and Facilities;

Clause 4.8 stipulates that:-

Each Owner shall contribute to the budgeted Management Expenses in the following manner:-

(a) Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development;

Clause 5.1 stipulates that:-

Subject to the provisions of the Ordinance, the management of the Land and the Development shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause 4.1 of this Deed. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter

concerning the Common Areas and Facilities and all other matters duly authorized under this Deed. Without in any way limiting the generality of the foregoing, the Manager shall have the rights and powers to do the following:-

(yy) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;

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

3. The Green Hatched Black Area as referred to in Special Condition No.(45) of the Land Grant

Special Condition No.(45) stipulates that:-

(a) The Grantee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan marked "PLAN A" annexed to the Land Grant (hereinafter referred to as ("**the Green Hatched Black Area**") as the Director in his absolute discretion may require and shall, at all times during term hereby agreed to be granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Areas including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or failing away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Grantee), have also been affected. The Grantee shall indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away. The Grantee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Grantee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach to of these Conditions, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigation, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Grantee shall on demand reply to the Government the cost thereof.

(b) Notwithstanding sub-clause (a) of this Special Condition, the obligations and rights of the Grantee in respect of the Green Hatched Black Area or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Grantee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clause (a) of this Special Condition.

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#### (2) Provisions of the Deed of Mutual Covenant

Clause 1.1 stipulates that :-

“Green Hatched Black Area” means the area shown coloured green hatched black on the plan annexed to the Government Grant on which geotechnical investigations and slope treatment, landslide preventive, mitigation and remedial works are required to be carried out and completed in accordance with Special Condition (45)(a) of the Government Grant;

“Slopes and Retaining Walls” means any and all slopes, slope treatment works, earth retaining structures, retaining walls and other related structures within or outside the Land and the Development including but not limited to the Green Hatched Black Area as required by the Government Grant to be maintained by the Owners, which for identification purposes are shown on the Slope Plan annexed hereto certified by the Authorised Person as to inclusion of all the Slopes and Retaining Walls on the Slope Plan and thereon coloured Violet;

Clause 4.6 stipulates that:-

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

(n) the costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls (if any) in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the Slope Maintenance Manual;

(q) The cost and expense of inspecting, maintaining and repairing the Green Hatched Black Area and all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon (until such time as notice shall have been given by the Government to the Owners to the effect that the obligations and rights of the Owners in respect of the Green Hatched Black Area under the Government Grant shall absolutely determine);

Clause 5.1 stipulates that:-

Subject to the provisions of the Ordinance, the management of the Land and the Development shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause 4.1 of this Deed. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed. Without in any way limiting the generality of the foregoing, the Manager shall have the rights and powers to do the following:-

(yy) To maintain all areas, open spaces and other facilities as are required to be maintained under the provisions of the Government Grant;

(bbb) To engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls in compliance with the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended or substituted from time to time, the Slope Maintenance Manual (if any) and all guidelines issued from time to time by appropriate Government departments regarding the maintenance of the Slopes and Retaining Walls PROVIDED THAT the Manager shall not be personally liable for carrying out such maintenance and repair works, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners;

(eee) to maintain in good and substantial repair and condition the Green Hatched Black Area and all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon to the satisfaction of the Director pursuant to the Government Grant until such time as notice shall have been given by the Government to the Owners to the effect that the obligations and rights of the Owners in respect of the Green Hatched Black Area under the Government Grant shall absolutely determine;

Clause 10.11 stipulates that:-

(a) The Owners shall at their own costs and expenses maintain in good substantial repair and condition to the satisfaction of the Director and carry out all works in respect of the Slopes and Retaining Walls as required by the Government Grant and in accordance with the Geoguide 5—Guide to Slope Maintenance issued by the Geotechnical Engineering Office (as amended or substituted from time to time) and the Slope Maintenance Manual prepared in accordance with such Geoguide 5.

(b) The Manager shall have full authority of the Owners to engage suitable qualified personnel to inspect, keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of, the Slopes and Retaining Walls in compliance with the conditions of the Government Grant and in accordance with the Slope Maintenance Manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of slopes and retaining walls. For the purpose of this sub-clause, the reference to ("**the Manager**") includes the Owners' Corporation, if formed.

(c) All Owners shall pay the Manager all costs lawfully incurred or to be incurred by the Manager in carrying out maintenance, repair and any other works in respect of the Slopes and Retaining Walls.

(d) The Manager shall not be made personally liable for carrying out any such requirements in respect of the Slopes and Retaining Walls under the conditions of the Government Grant, which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all Owners.

(e) The First Owner shall deposit a full copy of the Slope Maintenance Manual in the management office of the Development within one month after the date of this Deed for inspection by all Owners free of charge and taking copies upon payment of a reasonable charge. All charges received shall be credited to the Special Fund.

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



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

1. Please refer to paragraphs A1, A2 and A3 above.
2. The facilities or open spaces (if any) mentioned in paragraphs A1, A2 and A3 above are required to be managed, operated or maintained at the expenses of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expenses of the managing, operating or maintaining those facilities or opens spaces (if any) through the management expenses apportioned to the residential properties concerned.

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

Not applicable.

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

Not applicable.

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### 公共設施及公眾休憩用地的資料

#### A. 根據批地文件規定須興建並提供予政府或供公眾使用的設施

##### 1. 批地文件特別條件第(20)條所指的棕色範圍

- (1) 批地文件條文(經日期分別為1971年2月20日及2015年4月16日以註冊摘要編號UB794856及15042402790012登記於土地註冊處的修訂書修改)

特別條件第(20)條規定：

- (a) 承授人與其受傭人、訪客、工人及其他承授人授權代表人士於批地年期內不時及時刻為着達致完善使用及享用該地段的所有事宜進出，有或沒有車輛、往返及經越批地文件隨附「圖則A」上顯示為棕色之範圍（「**棕色範圍**」），又或通行署長全權酌情批准的其他樓層。
- (b) 承授人須於2020年6月30日或按署長指定的其他期限或之前，採用署長批准的方式及物料，根據署長要求或批准的標準在本特別條件(a)分條下給予通行權的棕色範圍自費興建鋪築路面道路及相關的街道設施、交通輔助設施、街燈、污水管、排水渠及其他結構物。
- (c) 承授人須自費保養、維修、管理及修理棕色範圍及所有附屬該處和與該處有關的物件，以達致署長滿意。承授人將對該處全部負責，猶如該處的絕對擁有人一樣。
- (d) 對於公路更改工程所導致承授人獲授通行權的棕色範圍及該處坡度之影響，承授人不得就此提出索償。承授人須自費進行由其興建的鋪築路面道路的其後更改工程，以達致署長滿意。
- (e) 根據本特別條件(a)分條所授予的通行權並不向承授人授予棕色範圍的獨家權利。政府將有權向附近其他地段擁有人於現時或將來任何時間授予棕色範圍的通行權，或接管棕色範圍之全部或任何部分以作公共街道。政府毋須就此向承授人或任何獲授棕色範圍之全部或任何部分通行權的其他擁有人作出任何賠償。
- (f) 倘若承授人未能履行本特別條件(b)及(c)分條的責任，政府可執行必要建築、保養及維修工程，費用由承授人承擔並在政府要求時支付相等於有關費用的款項予政府。該費用由署長規定，其決定將作終論並約束承授人。
- (g) 儘管本特別條件(a)分條所授予的通行權有關規定，政府於向承授人發出不少於十四天書面通知後（緊急情況除外）有權利和權力並應署長全權酌情認為適合在棕色範圍之內、上、下或毗鄰鋪設、安裝、重鋪、改道、拆除、重置、取代、檢查、操作、修理、維修及更新任何政府或其他排水道、下水道、水道或渠道、污水道、明渠、總水喉、水管、電纜、電線、線、公用服務設施或其他工程或裝置（以下統稱為「**該等服務**」），並修復因此引起的任何及所有損害。署長及其官員、承建商及任何署長授權的人士及彼等工人，不論是否備有工具、設備、裝置、機器或汽車，有權時刻暢通地進出、返回及通過棕色範圍，以便進行上述工程。未經署長事先書面許可，承授人不得騷擾或允許任何人騷擾該等服務。除修復因行使上述權利和權力而致的任何及所有損害以外，政府、署長及其官員、承辦商及署長授權的任何人士及彼等工人毋須就行使本特別條件分段所載權利而導致或引致承授人所蒙受或招致的任何損失、損害、滋擾或騷擾承擔責任。承授人亦不可就此等損失、損害、滋擾或騷擾向該等人士索償或提出反對。

##### (2) 公契的條文

第1.1條規定：

「通行權範圍」 指該修訂書隨附「圖則A」顯示為棕色之範圍，該範圍須按批地文件特別條件第(20)條進行維護，保養和維修。

第4.6條規定：

年度預算須涵蓋公用地方與設施的管理開支，包括但不限制前文的概括性的原則下：-

- (o) 檢查、保養、修復、修理已建或擬建的地基、柱子及其他構築物而發生的費用及開支，並在發生任何山泥傾瀉、地陷或塌方時進行收葺使之恢復完好，以及檢查、維修、修復、修理不論在該地段之內或之外的或為發展項目妥善運作而須按照批地文件維修的排水渠、明渠、污水渠、管道、總水管、渠道及其他地方而發生的費用及開支；

- (p) 保養、修理、修復及完善通行權區域以及構成其一部分或與之相關的所有部分的費用。

第4.7條規定：

年度預算須分為以下部分：

- (a) 第一部分須涵蓋按管理人意見認為（除有明顯錯誤外，管理人的決定是最終的）是為所有業主的利益或為該地段、發展項目和發展項目公用地方及設施的適當管理所需作出的一切支出；

第4.8條規定：

每位業主須按下列方式分擔預算管理開支：

- (a) 每個單位業主須分擔年度預算第一部分規定的預算管理開支中他的適當部分，該部分相等於他的單位的管理份數除以發展項目全部管理份數。

第5.1條規定：

遵從該條例之條文規定，該地段及發展項目的管理事務將由管理人執行，首屆任期為兩(2)年，由本契約訂立日開始，至後一直留任至遵照本契約第4.1條規定終止為止。遵從該條例之條文規定，管理人有權遵照本契約規定代表全體業主行事，進行與管理該發展項目有關的所有必要或恰當的行為及事項，每名業主現不可撤回地委任管理人為全體業主之代理，以根據本契約正式賦予的權力處理任何關乎公用地方及設施之事宜。茲毋損前文之一般規定，管理人之權力包括：

- (yy) 維修批地文件條文規定必須維修的所有地方、休憩用地和其他設施；

(ddd) 根據並遵從批地文件之規定，維護，修復，恢復和完善通行權區域和與之相關的所有部分。

- (3) 公眾有權按照批地文件使用上文提及的設施或休憩用地（如有）。

##### 2. 批地文件特別條件第(24)、(25)、(26)及(27)條所指的綠色範圍

- (1) 批地文件條文(經日期分別為1971年2月20日及2015年4月16日以註冊摘要編號UB794856及15042402790012登記於土地註冊處的修訂書修改)

特別條件第(24)條規定：

(a) 承授人須：

- (i) 於2020年6月30日或之前，或署長可批准之其他延長時間，自費以署長批准的方式及物料及標準、水平、位置和設計進行下列工程，以全面達致署長滿意：

(I) 鋪設及平整在批地文件隨附圖則上以綠色顯示之未來公共道路部份（以下統稱為「**綠色範圍**」）；及

(II) 提供及興建橋、隧道、上跨路、下通道、下水道、高架橋、行車天橋、行人路、道路或署長全權酌情要求的其他構築物（以下統稱為「**該等構築物**」）

以便在綠色範圍興建建築物及供行人及車輛往來；

- (ii) 於2020年6月30日或之前，或署長可批准之其他延長時間，自費在綠色範圍鋪設路面、建造路緣及渠道並為其提供署長要求的溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，以達致署長滿意；及

- (iii) 自費保養綠色範圍，連同該等構築物及所有在該範圍之上或之內興建、設置及提供的構築物、表面、溝渠、下水道、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，以達致署長滿意，直至按特別條件第(25)條交還綠色範圍的管有權為止。

## 17. INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

### 公共設施及公眾休憩用地的資料

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

(c) 就任何買家或任何其他人士招致或蒙受的損失、破壞、滋擾或干擾，不論是因買家履行本特別條件(a)分條的責任或政府行使本特別條件(b)分條的權利或其他權利而起的或隨之而來的，政府概不承擔任何責任；買家亦不得就該等損失、破壞、滋擾或干擾向政府、署長或獲其授權的官員提出任何賠償申索。

特別條件第(25)條規定：

茲只限於為推行本協議特別條件第(24)條訂明的必要工程，承授人須於2015年4月16日獲授綠色範圍的管有權。綠色範圍須應政府要求交回政府，而無論如何，若署長發出信件表示所有批地文件條件已妥為履行並達致滿意，上述範圍即被視為已於發信當天由承授人交回政府。承授人須在其管有綠色範圍的所有合理時間內允許所有政府及公眾車輛及行人自由出入綠色範圍，並確保有關通行及使用不受根據本特別條件第(24)條進行之工程或其他工程干擾或阻礙。

特別條件第(26)條規定：

除非獲得署長事先書面同意，承授人不得使用綠色範圍存放物品或搭建任何臨時構築物，又或作進行本特別條件第(24)條指定工程以外用途。

特別條件第(27)條規定：

(a) 承授人在管有綠色範圍期間，須於所有合理時間：

- (i) 允許政府及署長、其官員、承建商及代理人及署長授權的任何人士有權進出、返回及通過該地段及綠色範圍，以視察、檢查及監督遵照本特別條件第(24)(a)條進行的任何工程，並且進行、視察、檢查及監督按本特別條件第(24)(b)條進行的工程以及綠色範圍內任何其他署長認為必要的其他工程；
- (ii) 允許政府及政府授權的相關公用事業公司有權按需要進出、返回及通過該地段及綠色範圍，以於綠色範圍之內、之上或之下或任何毗連土地進行任何工程，包括但不限於鋪設及其後維修所有必要水渠、電線、管道、電線槽及其他導體和輔助設備，藉此提供擬供該地段或任何毗連或毗鄰土地或樓宇使用的電話、電力、氣體（如有）及其他服務。承授人須與政府及政府妥為授權的相關公用事業公司全面合作，以處理關乎上述擬於綠色範圍內進行的工程之所有事宜；及
- (iii) 允許水務監督官員及其授權之其他人士有權按需要進出、返回及通過該地段及綠色範圍，以進行任何關於運作、保養、維修、更換及改動綠色範圍內任何其他水務裝置的工程。

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

(2) 公契的條文

第4.6條規定：

年度預算須函蓋公用地方與設施的管理開支，包括但不限制前文的概括性的原則下：-

(o) 檢查、保養、修復、修理已建或擬建的地基、柱子及其他構築物而發生的費用及開支，並在發生任何山泥傾瀉、地陷或塌方時進行收葺使之恢復完好，以及檢查、維修、修復、修理不論在該地段之內或之外的或為發展項目妥善運作而須按照批地文件維修的排水渠、明渠、污水渠、管道、總水管、渠道及其他地方而發生的費用及開支；

第4.7條規定：

年度預算須分為以下部分：

(a) 第一部分須涵蓋按管理人意見認為（除有明顯錯誤外，管理人的決定是最終的）是為所有業主的利益或為該地段、發展項目和發展項目公用地方及設施的適當管理所需作出的一切支出；

第4.8條規定：

每位業主須按下列方式分擔預算管理開支：

(a) 每個單位業主須分擔年度預算第一部分規定的預算管理開支中他的適當部分，該部分相等於他的單位的管理份數除以發展項目全部管理份數。

第5.1條規定：

遵從該條例之條文規定，該地段及發展項目的管理事務將由管理人執行，首屆任期為兩(2)年，由本契約訂立日開始，至後一直留任至遵照本契約第4.1條規定終止為止。遵從該條例之條文規定，管理人有權遵照本契約規定代表全體業主行事，進行與管理該發展項目有關的所有必要或恰當的行為及事項，每名業主現不可撤回地委任管理人為全體業主之代理，以根據本契約正式賦予的權力處理任何關乎公用地方及設施之事宜。茲毋損前文之一般規定，管理人之權力包括：

(yy) 維修批地文件條文規定必須維修的所有地方、休憩用地和其他設施；

(3) 公眾有權按照批地文件使用上文提及的設施或休憩用地（如有）。

3. 批地文件特別條件第(45)條所指之「綠色間黑斜線範圍」

批地文件條文特別條件第(45)條規定：

(a) 承授人必須按署長運用絕對酌情權所可能要求，自費在本協議隨附「圖則A」上用綠色間黑斜線顯示的範圍（以下稱為「綠色間黑斜線範圍」），進行與完成土力勘察、斜坡維護、防止山泥傾瀉、緩解及補救工程，達致署長滿意。承受人必須在本協議授予的年期內任何時候自費保養綠色間黑斜線範圍處於修葺良好堅固的狀況，達致署長滿意，包括一切土地、斜坡處理工程、護土構築物、排水渠及在綠色間黑斜線範圍之內及之上的任何其他工程。如於本協議授予的年期內任何時候綠色間黑斜線範圍發生任何山泥傾瀉、地陷或水土流失的情況，承受人須自費恢復及修正該綠色間黑斜線範圍以及署長認為（以其決定為終論並對承受人具約束力）與該等地區相鄰或相連的受影響範圍，達致署長滿意。承受人須就上述山泥傾瀉、地陷或水土流失而招致的一切申索、司法程序、費用、損害和開支對政府、其代理人及承建商作出彌償。承授人須確保於任何時候不會於綠色間黑斜線範圍出現非法挖掘或傾倒，並且受限於署長的事先書面批准，承受人可建立圍欄或其它障礙物以防止該等非法挖掘或傾倒。除署長享有就違反本協議情況發生時所擁有的任何其他權利及補救外，署長可於任何時候以書面通知要求承受人進行該等土力勘察、斜坡維護、防止山泥傾瀉、緩解及補救工程，並保養、修復及修補任何受山泥傾瀉、地陷或水土流失影響的該等土地、構築物或工程。如承授人疏忽或未能於通知所述期限內遵從該等通知達致署長滿意，署長可於該等期限屆滿後執行及進行所需工程，而承受人須按要求向政府償還所需款項。

(b) 儘管本特別條件(a)分條另有規定，承受人按本特別條件就綠色間黑斜線範圍或其任何部分的責任及權利將於政府向承受人給予相關通知時完全終止，承受人不得就此決定所導致的損失、破壞或干擾或任何支出向政府、署長或獲其授權的官員提出任何賠償申索。惟該決定概不影響政府就任何終止前對本特別條件(a)分條的違反、不履行或不遵守的權利或補救。

## 17. INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

### 公共設施及公眾休憩用地的資料

#### (3) 公契的條文

##### 第1.1條規定：

「綠色間黑斜線範圍」 指在批地文件隨附圖則上用綠色間黑斜線顯示的範圍按照批地文件條文特別條件第(45)(a)條進行與完成的土力勘察、斜坡維護、防止山泥傾瀉、緩解及補救工程；

「斜坡及護土牆」 指該地及發展項目之內或之外，包括但不限於按照批地文件業主須保養的綠色間黑斜線範圍，按隨附斜坡圖則經認可人士核證的斜坡及護土牆圖則並以紫色顯示作識別用途的所有斜坡、斜坡處理工程、護土構築物、護土牆及其他輔助構築物；

##### 第4.6條規定：

年度預算須函蓋公用地方與設施的管理開支，包括但不限制前文的概括性的原則下：-

(n) 管理人按土力工程處發出「岩土指南第五冊—斜坡維修指南」（以不時的修訂為準）和斜坡保養手冊進行的保養與維修斜坡及護土牆（如有）工程所合法支出或將支出的一切費用；

(q) 檢查、維護和維修綠色間黑斜線範圍、在綠色間黑斜線範圍之內及之上的一切土地、斜坡處、護土構築物、排水渠及任何其他工程的成本和費用（直至政府通知業主以表明業主在批地文件下就綠色間黑斜線範圍義務和權利絕對終止）；

##### 第5.1條規定：

遵從該條例之條文規定，該地段及發展項目的管理事務將由管理人執行，首屆任期為兩(2)年，由本契約訂立日開始，至後一直留任至遵照本契約第4.1條規定終止為止。遵從該條例之條文規定，管理人有權遵照本契約規定代表全體業主行事，進行與管理該發展項目有關的所有必要或恰當的行為及事項，每名業主現不可撤回地委任管理人為全體業主之代理，以根據本契約正式賦予的權力處理任何關乎公用地方及設施之事宜。茲毋損前文之一般規定，管理人之權力包括：

(yy) 維修批地文件條文規定必須維修的所有地方、休憩用地和其他設施；

(bbb) 聘請適當的合資格人士按批地文件及由土力工程處發出的「岩土指南第五冊—斜坡維修指南」（以不時的修訂本為準）和斜坡保養手冊（如有）及有關政府部門不時發出有關保養斜坡及護土牆其他指引去視察、維持及保養斜坡及護土牆，以使其狀況良好，並進行任何所需工程。如果管理人盡其合理努力仍未能向全體業主收取所需工程的一切費用，管理人對進行上述保養與維修工程毋須承擔個人責任，該等責任須由業主承擔；

(eee) 按照批地文件保養綠色間黑斜線範圍、在綠色間黑斜線範圍之內及之上的一切土地、斜坡處、護土構築物、排水渠及任何其他工程，以使其狀況良好及達致署長滿意（直至政府通知業主以表明業主在批地文件下就綠色間黑斜線範圍義務和權利絕對終止）；

##### 第10.11條規定：

(a) 業主須按批地文件要求及土力工程處印發的「岩土指南第五冊—斜坡維修指南」（以不時的修訂為準）和按岩土指南第五冊準備之斜坡保養手冊自費進行保養斜坡及護土牆的一切工程，達致署長滿意。

(b) 管理人特此獲業主授予充分權利，聘請適當的合資格人士按斜坡保養手冊和有關政府部門不時發出有關保養斜坡及護土牆其他指引視察、維持及保養斜坡及護土牆，以使其狀況良好，並進行任何所需工程，以遵守批地文件的規定。（在本條款中「**管理人**」包括業主立法法團（如已組成））。

(c) 業主有責任支付管理人在進行保養、維修斜坡及護土牆的工程及任何其他工程所合法支出或將支出的一切費用。

(d) 如果管理人盡其合理努力仍未能向全體業主收取所需工程的一切費用，則管理人對履行批地文件有關斜坡及護土牆的條款之規定毋須承擔個人責任，該等責任須由業主承擔。

(e) 第一業主須在本公契之日起的 1 個月內在發展項目管理處備存一整套斜坡保養手冊，供業主免費查閱並在支付合理的影印費後取得其副本，因此收到的一切收費須撥入特別基金。

(3) 公眾有權按照批地文件使用上文提及的設施或休憩用地（如有）。

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

1. 請參照以上第A1、A2及A3段。

2. 第A1、A2、A3段所提及之設施或休憩用地（如有）按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持。該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地（如有）的部分開支。

#### C. 根據批地文件規定須由該發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的尺寸大小 不適用。

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

## 18. WARNING TO PURCHASERS

### 對買方的警告

1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
  2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
  3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser:
    - (i) that firm may not be able to protect the purchaser's interests; and
    - (ii) the purchaser may have to instruct a separate firm of solicitors; and
    - (iii) that in the case of paragraph 3(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
1. 建議買方聘用一間獨立的律師事務所（代表擁有人行事者除外），以在交易中代表買方行事。
  2. 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
  3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突：-
    - (i) 該律師事務所可能不能夠保障買方的利益；及
    - (ii) 買方可能要聘用一間獨立的律師事務所；及
    - (iii) 如屬3(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。